CITY OF PLYMOUTH
AGENDA
Regular City Council
March 26, 2024, 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 15 minutes is allotted 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 Oath of Office to Kimberly Nelson, Ward 1 Council Member and Catherine Cesnik, Ward 3 Council Member (Deputy City Clerk Amy Gottschalk)

5. APPROVE AGENDA—*Councilmembers 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 Councilmember or citizen so requests, in which event the item will be removed from the Consent Agenda and placed elsewhere on the agenda.*

6.1 Adopt proposed City Council minutes
March 8 Special
March 12 Special
March 12 Regular

6.2 Approve disbursements
Invoice Expense Distribution
City Council Resolution 2024-108

6.3 Review ordinance amendment to allow rooftop beekeeping in the industrial districts (Luce Line Brewery - 2024008)
Application
Application Questions

Beekeeping Permit Application
Current Beekeeping Regulations
Site Plan
City Council Resolution 2024-109
City Council Ordinance 2024-05
City Council Resolution 2024-110

6.4 Adopt ordinance amending fire code and resolution authorizing summary publication
City Council Ordinance 2024-06
City Council Resolution 2024-111

6.5 Approval of amendment to joint powers agreement with the City of Medicine Lake
Amendment to Joint Powers Agreement
Joint Powers Agreement
City Council Resolution 2024-112

6.6 Approve a variance to allow a detached garage in the front yard located at 12001 County Road 10 (Cheney -- 2024005)
Planning Commission Report
Location Map
Applicant Plans
City Council Resolution 2024-113

6.7 Approve 2024 Labor Agreement with Law Enforcement Labor Services, Local 521, Representing Plymouth Police Captains
Contract
City Council Resolution 2024-114

6.8 Approve resolution entering into a Loan Agreement for the Minnesota Investment Fund (MIF) in connection with CFMOTO Powersports, Inc.
Draft Loan Agreement
Prior Approval
City Council Resolution 2024-115

6.9 Adopt Ordinance amending Section 1135 of the Plymouth City Code concerning therapeutic massage and resolution approving summary publication
City Council Ordinance 2024-07
City Council Resolution 2024-116

6.10 Approve payment to Missions Inc. for opioid prevention projects utilizing opioid settlement funds
Allowable uses
City Council Resolution 2024-117

6.11 Approve conditional use permit to allow an indoor commercial recreation use in the I-2 (general industrial) zoning district located at 14355 23rd Street (ETS Enterprises LLC -- 2024010)
Report

Location Map
Applicant Plans
City Council Resolution 2024-118

6.12 Adopt annual City Code and Zoning Ordinance amendments and summary publication
Draft Planning Commission Minutes
City Council Ordinance 2024-08
City Council Ordinance 2024-09
City Council Resolution 2024-124

7. PUBLIC HEARINGS

7.1 Public Hearing on the on-sale intoxicating liquor license application with Sunday sales of 10ate20 LLC d/b/a Latuff's Pizzeria, 10820 State Highway 55
Location Map
Property Owners within 500'
City Council Resolution 2024-119

7.2 Public improvement and assessment hearing and award of contract for the Birchwood Estates Street Reconstruction Project (ST249001)
Location Map
Bid Tabulation
Award Recommendation Letter
Assessment Roll & Map
Supplemental Agreement
City Council Resolution 2024-120
City Council Resolution 2024-121
City Council Resolution 2024-122

8. GENERAL BUSINESS

8.1 Approve amended appointments for Deputy Mayor, Council Coordinating Representatives and other agency appointments for 2024
Role of Council Coordinating Representative
City Council Resolution 2024-123

9. REPORTS AND STAFF RECOMMENDATIONS

9.1 Set future study sessions
April
May
June

10. ADJOURNMENT

Agenda Number: **4.1**

Regular City Council

March 26, 2024

To: Dave Callister, City Manager

Prepared by: Amy Gottschalk, Office Support Lead/Deputy City Clerk

Reviewed by: Maria Solano, Deputy City Manager

Item: **Oath of Office to Kimberly Nelson, Ward 1 Council Member and Catherine Cesnik, Ward 3 Council Member (Deputy City Clerk Amy Gottschalk)**

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1. Action Requested:

Kimberly Nelson and Catherine Cesnik will take the oath of office.

2. Background:

The City Council has appointed Kimberly Nelson to the Ward 1 Council seat and Catherine Cesnik to the Ward 3 Council seat for terms that expire January 6, 2025.

3. Budget Impact:

N/A

4. Attachments:

City of Plymouth

Agenda Number: **6.1**

Regular City Council

March 26, 2024

To: Dave Callister, City Manager

Prepared by: Jodi Gallup, City Clerk/Administrative Coordinator

Reviewed by: Maria Solano, Deputy City Manager

Item: **Adopt proposed City Council minutes**

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1. Action Requested:

Adopt proposed City Council minutes.

2. Background:

N/A

3. Budget Impact:

N/A

4. Attachments:

March 8 Special
March 12 Special
March 12 Regular

Proposed Minutes
Special Council Meeting
March 8, 2024

Mayor Wosje called a Special Meeting of the Plymouth City Council to order at 12:00 p.m. at Plymouth City Hall, 3400 Plymouth Boulevard, on March 8, 2024.

PLYMOUTH COUNCIL PRESENT: Mayor Wosje, Councilmembers Peterson, Willis, Gregor, and Pointner.

PLYMOUTH COUNCIL ABSENT: None.

PLYMOUTH STAFF PRESENT: Deputy City Manager Solano, Management Intern Nwachi, and City Clerk/Administrative Coordinator Gallup.

Review Ward 1 and Ward 3 City Council Candidate Applications

The City Council discussed desired criteria they were seeking in candidates to fill the vacant Ward 1 and Ward 3 seats. Council reached consensus on candidates to interview and directed staff to schedule interviews beginning at 4:30 p.m. on March 12.

Adjournment

Mayor Wosje adjourned the meeting at 12:50 p.m.

Jodi M. Gallup, City Clerk/Administrative Coordinator

Proposed Minutes
Special Council Meeting
March 12, 2024

Mayor Wosje called a Special Meeting of the Plymouth City Council to order at 4:30 p.m. at Plymouth City Hall, 3400 Plymouth Boulevard, on March 12, 2024.

PLYMOUTH COUNCIL PRESENT: Mayor Wosje, Councilmembers Peterson, Willis, Gregor, and Pointner. (Councilmember Pointner participated via interactive technology per State Statute 13D.02.)

PLYMOUTH COUNCIL ABSENT: None.

PLYMOUTH STAFF PRESENT: City Manager Callister, Deputy City Manager Solano, and City Clerk/Administrative Coordinator Gallup.

Conduct Interviews for Ward 1 and Ward 3 Council Seats

The City Council conducted interviews to fill the Ward 1 and Ward 3 council seats and selected appointees to be named at the 7 p.m. meeting

Adjournment

Mayor Wosje adjourned the meeting at 6:58 p.m.

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Jodi M. Gallup, City Clerk/Administrative Coordinator

Proposed Minutes
Regular City Council Meeting
March 12, 2024

Mayor Wosje called a Regular Meeting of the Plymouth City Council to order at 7:00 p.m. in the Council Chambers of City Hall, 3400 Plymouth Boulevard, on March 12, 2024.

COUNCIL PRESENT: Mayor Wosje, Councilmembers Willis, Peterson, Gregor, and Pointner. (Councilmember Pointner participated via interactive technology per State Statute 13D.02.)

COUNCIL ABSENT: None.

STAFF PRESENT: City Manager Callister, Deputy City Manager Solano, Public Safety Director Fadden, Fire Chief Coppa, Public Works Director Thompson, City Engineer/Deputy Public Works Director Payne, Engineering Services Manager McKenzie, Community and Economic Development Director Fernelius, Planning Manager McGuire, Senior Planner Drill, Senior Planner Berglund, Park and Recreation Director Tomlinson, Human Resources Director Timpone, Finance Director Rich, Management Intern Nwachi, City Attorney Mattick, and City Clerk/Administrative Coordinator Gallup.

Plymouth Forum

Dr. Kamal Ahmed, 16935 56th Avenue North, explained the celebration of Ramadan and thanked the City Council for their support of this celebration.

Betsy Moore, 6110 Ranier Lane, expressed her appreciation for celebrations of different cultures and suggested accessible-friendly swings at Schmidt Lake Park.

Presentations and Public Information Announcements

There were no presentations and public information announcements.

Approval of Agenda

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

Consent Agenda

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

(6.1) Council minutes from special meeting and regular meeting of February 20 and special meeting minutes of February 26, 2024.

(6.2) Resolution approving disbursements ending March 1, 2024 (Res2024-088).

(6.3) Resolution approving final closeout for the Reservoir High Service Pumps 1, 2, and 3 Maintenance Project (WA239004) (Res2024-089).

(6.4) Resolution approving water treatment chemical prices for 2024 (Res2024-090).

(6.5) Resolution approving a site plan for Schmidt Woods Park property located at 4825 Holly Lane (City of Plymouth, 2024012) (Res2024-091).

(6.6) Resolution approving the design and order advertisement for bids for Schmidt Woods Park (PR240002) (Res2024-092).

(6.7) Resolution approving the bid and authorizing construction for the Meadows Playfield (PR240001) (Res2024-093).

(6.8) Resolution approving cooperative agreement for the Highway 169 bridge replacement at 36th Avenue Project 2772-125 (ST250002) (Res2024-094).

(6.9) Resolution approving hot mix asphalt prices for 2024 (Res2024-095).

(6.10) Resolution authorizing execution of a joint powers agreement for conversion of Metropolitan Housing Opportunities Program Units (Res2024-096).

(6.11) Resolution awarding the contract for the 2024 Old Rockford Road Trunk Watermain Lining Project (WA249005) (Res2024-097).

(6.12) Approve Growing Sustainable Communities conference travel request.

(6.13) Resolution approving the 2024-2025 labor agreement between the City of Plymouth and American Federation of State, County and Municipal Employees (AFSCME Council 5)-Clerical/Technical/Professional Employees, Local 3839 (Res2024-098).

With all members voting in favor by roll call vote, the motion carried.

Public Hearings

(7.1) Public hearing on off-sale 3.2% malt liquor license application of CAPL Retail LLC d/b/a Joe's Kwik Marts, 4140 Berkshire Lane North

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

Mayor Wosje opened the public hearing.

Mayor Wosje closed the public hearing.

Motion was made by Councilmember Willis, and seconded by Councilmember Peterson, to adopt Resolution approving off-sale 3.2% malt liquor license application of CAPL Retail LLC d/b/a Joe's Kwik Marts, 4140 Berkshire Lane North (Res2024-099). With all members voting in favor by roll call vote, the motion carried.

General Business

(8.1) Approve rezoning, PUD general plan, and preliminary plat for SPRC Land Ventures Plymouth for redevelopment of the former Prudential Insurance site located at 13001 County Road 10 (2023-082)

Senior Planner Drill presented this item. He described the area, preservation of wetlands, and land uses, noting the rezoning complied with the Comprehensive Plan. He stated the Planning Commission and city staff recommended approval.

In response to questions from the Council, Senior Planner Drill and Public Works Director Thompson provided the following information:

- PUD and final plans are reviewed and approved by administration
- Will continue to review and reassess access points to allow for slower traffic
- Could be brought back to City Council if needed for further approval
- Phasing anticipated for 4-8 years
- Height of apartment building would be approximately 60 feet
- Features will be added to residential building to add character and design
- Major trail system around property has been designed for walkability and bikability
- Tax Increment Financing (TIF) would come back to City Council for approval
- Property on Northwest Boulevard and Chankahda Trail will be used for storm water mitigation as part of phase 3 of the Chankahda Reconstruction Plan
- Trail and city transit connectivity included where accessible and allow for flexibility to meet the needs of the new community
- Possible parking ramp for residential and commercial

In response to further questions from the City Council, applicants Dan Salzer with Scannell Properties and Andy Bollig with Roers Company provided the following information:

- Grocery store would be a single story with a two-story look and potential offices on a mezzanine level
- Semi-trucks would use the front access
- Reiterated the 5-6 story height for the residential buildings
- Described the water feature in the center as the focal point with a retaining wall to help bring the activity closer to the water
- Described phase 1 process to include demolition of buildings, and site, road and utility work
- Emphasis on environmental and sustainability measures including solar panels, EV charging stations and the use of recycled concrete

- Parking goal would be shared parking enforced by property owners
- Variety of apartment sizes to accommodate all economic situations

Parks and Recreation Director Tomlinson noted the city is currently working with consultants on how to best use the green space.

Jennifer Leszczynski, 5533 Yucca Lane North, expressed her concern regarding potential sound pollution, and a decrease in wildlife population. She suggested scaling back the development in order to maintain as many of the mature trees as possible.

Betty Good, 6195 Northwest Boulevard, suggested condominiums for 55+ adults. Applicant stated the possibility of townhomes or condos is still up for exploration and discussion.

Motion was made by Councilmember Pointner, and seconded by Councilmember Gregor, to adopt Ordinance amending Chapter 21 (zoning ordinance) of the city code to reclassify certain land located at 13001 County Road 10, and to establish a planned unit development district (2023082) (Ord2024-03), Resolution approving findings of fact for rezoning of land located at 13001 County Road 10 (2023082) (Res2024-100), Resolution approving a PUD general plan and preliminary plat for SPRC Land Ventures Plymouth for "SPRC Land Ventures PUD" for roughly 75.5 acres located at 13001 County Road 10 (2023082) (Res2024-101), and Resolution approving summary publication of Ordinance No. 2024-03 (Res2024-102). With all members voting in favor by roll call vote, the motion carried.

(8.2) Rezoning and preliminary plat request for a rezoning from FRD to RSF-3 and preliminary plat request for 22 single-family lots on the 10.64-acre former Silver Buckle property located at 16700 Chankahda Trail (Sai Brinda, LLC - 2023068)

Senior Planner Berglund presented this item and stated it meets all requirements with no amendments or variances. The requested deviation is an increase to the cul-de-sac length of 500 feet from the center of roadway to the end. It would extend the length by 30 feet to the north and 9 feet to the south with applicant provided sidewalks if desired.

In response to questions from the City Council, Senior Planner Berglund and Engineering Services Manager McKenzie provided the following information:

- Applicant would agree to use existing Saddle Club driveway as long as possible in order to eliminate traveling through adjacent neighborhoods during construction
- Discussed bus access
- Emergency access will remain open during construction and will contain numerous advanced warning signs for neighborhood entrances

Narisi Reddy, 1893 66th Avenue N., applicant, expressed his excitement for this project.

Brad Olson, 16975 60th Avenue N., expressed his concern regarding the roadway plan joining onto Elm Creek Meadows.

Mohan Soundararajan, 15394 60th Avenue North, expressed his support for this property.

Hemanth Kumar, 5069 Dunkirk Place N., expressed his excitement for this property.

Rajesh Kethireddy, 5410 Terraceview Lane N., stated his support of this project.

Ravi Sankuler, 15325 60th Avenue N., expressed his excitement to build his dream home.

Venkata Balaji Bathina, 15665 60th Avenue N., expressed his excitement for this potential development.

Harani Pottapu, 18991 66th Avenue N., expressed her support for this project.

Son Stegmaier, 6045 Comstock Lane N., expressed his concern regarding traffic safety and the amount of children in the neighborhood.

Amy Sundet, 6090 Comstock Lane N., suggested a secondary access point and a right-in, right-out off Chankahda Trail. She expressed her concern regarding the safety threat with the curvature of the road.

Andy Augustine, 6115 Garland Lane N., suggested a better access option off Chankahda Trail and denial of or deferring the project until a more thorough safety study and cost analysis can be completed.

Thomas Swan, 16605 60th Place N., suggested an alternate access for construction.

Engineering Services Manager McKenzie stated the updated utility plan would require the applicant to provide an easement that would allow utilities to go through the property to the west. He added the applicant will work with property owners to choose a location that works for everyone. He stated an additional agreement regarding a clean-up plan that adheres to all Minnesota Pollution Control Agency (MPCA) regulations will be submitted in the final plat and will come back to City Council for approval.

Engineering Services Manager McKenzie noted an access off Chankahda Trail was vetted and determined to be a less safe option and stated the current proposal is the safest route with the least number of access points and will contain an increased number of turn lanes.

Motion was made by Councilmember Willis, and seconded by Councilmember Peterson, to adopt Ordinance amending Chapter 21 (zoning ordinance) of the city code to classify certain land located at 16700 Chankahda Trail (2023068) (Ord2024-04), Resolution approving findings of fact for the rezoning of land located at 16700 Chankahda Trail (2023068) (Res2024-103), Resolution approving a preliminary plat for Sai Brinda, LLC for "silver buckle development" for property located at 16700 Chankahda Trail (2023068) (Res20204-104), and Resolution approving summary publication of Ordinance No. 2024-04 (Res2024-105). With members Mayor Wosje, Councilmembers Willis, Peterson, and Pointner voting in favor, and Councilmember Gregor voting against, the motion carried.

(8.3) Appoint Ward 1 and Ward 3 City Council Members

Mayor Wosje announced that Kimberly Nelson had been selected to fill the Ward 1 City Council vacancy and Catherine Cesnik had been selected to fill the Ward 3 City Council vacancy.

Motion was made by Councilmember Willis, and seconded by Councilmember Peterson, to adopt Resolution appointing Ward 1 council member (Res2024-106), and Resolution appointing Ward 3 council member (Res2024-107). With all members voting in favor by roll call vote, the motion carried.

Reports and Staff Recommendations

There were no reports or staff recommendations.

Adjournment

Mayor Wosje adjourned the regular meeting at 9:11 p.m.

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Jodi Gallup, City Clerk/Administrative Coordinator

City of Plymouth

Agenda Number: **6.2**

Regular City Council

March 26, 2024

To: Dave Callister, City Manager

Prepared by: Tammy Geurkink, Finance Clerk

Reviewed by: Andrea Rich, Finance Director

Item: **Approve disbursements**

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1. Action Requested:

Adopt resolution approving disbursements.

2. Background:

Attached are lists of city fund disbursements for the period ending 3/15/24.

3. Budget Impact:

N/A

4. Attachments:

Invoice Expense Distribution
City Council Resolution 2024-108

Invoice Expense Distribution for Period Ended 3/15/24 Council Meeting 3/26/24

FUND	100	General Fund	194,164.17
	200	Recreation Fund	67,040.24
	210	Parker's Lake Cemetery Maint	0.00
	215	Destination Marketing Org Fund	16.00
	220	Transit System Fund	392,030.72
	234	Economic Development Fund	0.00
	240	Lawful Gambling	47,246.80
	250	Comm Dev Block Grant Fund	688.00
	254	HRA Section 8 Fund	2,770.01
	254	HAP Check Summary	0.00
	258	HRA General Fund	537.93
	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	77,400.32
	401	Minnesota State Aid Fund	0.00
	404	Community Improvement	0.00
	405	Park Replacement Fund	438.99
	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	489,238.82
	417	Project Warranty Repairs	0.00
	418	Utility Trunk System Expansion	0.00
	420	Water Sewer Construction	0.00
	421	ENT-Water Resources Constrctn	0.00
	422	TIF 7-4 PTP Construction	0.00
	423	TIF 7-5 Rottlund (Const)	0.00
	424	TIF 7-6 Berkshire	0.00
	425	TIF Housing Assistance Program	0.00
	426	TIF 7-7 Stonecreek	0.00
	427	TIF 1-1 Shops at Plymth Crk	0.00
	428	TIF 1-2 Vicksburg Commons	0.00
	429	TIF HRA 1-3 Crossroads Station	0.00
	432	TIF 7-8 Quest	0.00
	433	TIF 7-9 Four Seasons	0.00
	434	TIF 7-10 Sands	0.00
	435	Plymouth Creek Center Expansion	0.00
	436	Doran Bassett Creek	0.00
	437	CON - Fire Stations	0.00
	500	Water Fund	152,331.48
	510	Water Resources Fund	19,944.06
	520	Sewer Fund	651,866.36
	530	Solid Waste Management Fund	95,887.02
	540	Ice Center Fund	42,493.63
	550	Field House Fund	1,924.10
	600	Central Equipment Fund	147,734.00
	610	Public Facilities Fund	137,057.49
	620	Information Technology Fund	163,018.56
	630	Risk Management Fund	3,454.97
	640	Employee Benefits Fund	342,549.86
	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:	**3,029,833.53**

CITY OF PLYMOUTH

RESOLUTION NO. 2024-108

RESOLUTION APPROVING DISBURSEMENTS ENDING MARCH 15, 2024

WHEREAS, a list of disbursements for the period ending March 15, 2024 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	$ 701,185.93
Construction & Debt Service	$ 567,078.13
Enterprise & Internal Service	$ 1,758,261.53
Housing Redevelopment	$ 3,307.94
Check Register Total	$ 3,029,833.53
US Bank – Housing Assistance Payments	
Housing & Redevelopment Authority	$ 0.00
	$ 0.00
GRAND TOTAL FOR ALL FUNDS	$ 3,029,833.53

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

EFT	37,449.49
Check (#163802-164802)	2,992,384.04
Total	$3,029,833.53

APPROVED by the City Council on this 26th day of March, 2024.

City of Plymouth

Agenda Number: 6.3

Regular City Council

March 26, 2024

To:	Dave Callister, City Manager
Prepared by:	Chloe McGuire, Planning and Development Manager
Reviewed by:	Grant Fernelius, Community and Economic Development Director
Item:	**Review ordinance amendment to allow rooftop beekeeping in the industrial districts (Luce Line Brewery - 2024008)**

1. Action Requested:

Motion to approve the ordinance, resolution for findings of fact, and summary publication.

The ordinance and findings of fact require a 4/7 vote of the City Council. Summary publication requires 6/7 votes.

2. Background:

Luce Line Brewing Company, at 12901 16th Ave N, has applied for a zoning ordinance text amendment to allow rooftop beekeeping in the industrial district. Luce Line Brewing uses honey in many of their products and would like to be able to produce local honey onsite. Luce Line has been working with the University of Minnesota on creating a beekeeping plan for the rooftop, which would include up to eight hives initially. If approved, Luce Line would have to apply for an administrative beekeeping permit, which is attached for reference.

The Planning Commission met on March 20, 2024 to hold a public hearing and make a recommendation. They unanimously recommended approval of the application with a minor change limiting the number of hives within a 1-mile area to 16 hives, based on the University of Minnesota Bee Lab recommendation.

3. Budget Impact:

NA

4. Attachments:

Application
Application Questions
Beekeeping Permit Application
Current Beekeeping Regulations
Site Plan
City Council Resolution 2024-109
City Council Ordinance 2024-05

Community and Economic Development Department
3400 Plymouth Blvd
Plymouth, MN 55447
(763) 509-5450

Planning and Zoning Application Form

Please submit via email to planning@plymouthmn.gov to submit your application.
Applications will be processed once all items are submitted.
Helpful links: City Fee Schedule, Application Checklists, Zoning Ordinance

Property Location: 12901 16th Ave N, Plymouth. MN 55441

Legal Description: See Appendix A

Property Owner Name: Timothy A. Naumann

Company Name: Hops Craft Brewing, LLC Email: tim@lucelinebrewing.com

Address: 12901 16th Ave N, Unit 101

City: Plymouth State: MN Zip Code: 55441

Phone Number: 612-616-3610 Secondary Phone Number: _____

Applicant/Contact Person: Timothy A. Naumann

Company Name: Luce Line Brewing Co., LLC Email: tim@lucelinebrewing.com

Address: 12901 16th Ave N, Unit 101

City: Plymouth State: MN Zip Code: 55441

Phone Number: 612-616-3610 Secondary Phone Number: _____

Requested Application(s):

_____ Administrative Permit
_____ Comprehensive Plan Amendment
_____ Conditional Use Permit/Interim Use Permit
_____ Final Plat
_____ Home Occupation License
_____ Plan Modification
_____ Preliminary Plat
_____ PUD Amendment
_____ PUD Final Plan
_____ PUD General Plan
_____ Site Plan or Site Plan Amendment
_____ Rezoning
_____ Variance
_____ Wetland-Related
_____ Zoning Ordinance Text Amendment
_____ Other: _____

City of Plymouth

Community and Economic Development Department
3400 Plymouth Blvd
Plymouth, MN 55447
(763) 509-5450

Brief Description of Request: To amend the current bee ordinance to allow beekeeping in a commercial setting.

Since the honey will be used within our business or in support of the business, we suggest our commercial apiary include up to eight (8) hives to accomodate comercial needs. In the event the commercial hives are located on the roof. the use of a bee wall will not the hives are at least 12 feet off the ground.

I hereby apply for the above consideration and declare that the information and materials submitted with this application are complete and accurate per city code and ordinance requirements. I understand that the city will process the application once the planning division finds that it is complete. I understand and agree that the city may place a sign on my property for purposes of notification that an application is under consideration and enter the property to inspect as it relates to this application.

I agree that the City of Plymouth may transfer my application fee(s) and/or escrow(s) payments provided in this application to a new application if the terms and conditions of this application have been satisfied.

Please note: If the property fee owner is not the applicant, the applicant must provide written authorization from the property fee owner in order to make application.

Property Owner(s) Signature(s): Timothy A Ryan

Applicant(s) Signature(s): Timothy A Ryan

Date: 02-06-2024

For City Use Only

Application Fee: $_____
Sign Fee: $_____
Wetland-Related Fees: $_____
Escrow (400-2800): $_____
Total Fees Due: $_____

Fees Approved for Deposit By: _____

City of Plymouth

Community and Economic Development Department
3400 Plymouth Blvd
Plymouth, MN 55447
(763) 509-5450

Please describe your request.

To amend the current bee ordinance to allow beekeeping in a Commercial / Selfig and expand the number of hives from 2 to 8 for commercial purposed apiary. Remove the need for a bee wall when the hives are on a roof top at least 12 Feet above the ground level. and eliminate the Sign requirement.

Please describe how the proposal is consistent with the specific policies and provisions of the Plymouth Comprehensive Plan, including the public facilities and capital improvement plans.

This proposal supports the "protect and enhance the natural environment" aspect of the Plan. Bees are an integral part of life as we know it. Our ecosystems depend on their pollination activity. Keeping bees offsets the devastation to bees occuring naturally and preserves our way of life and critical habitats.

Describe how the zoning ordinance text amendment meets the purpose and intent of the zoning ordinance.

The ordinance seeks to ensure that beekeeping processes in Plymouth are safe and have limited impact on the broader community. As described, the Commercial environment is just as safe, if not safer for the beekeeper and bees. It also lessens any impact that might be viewed as negative by others because the bees are more removed from the community.

Is there adequate infrastructure available to serve the proposed action?

Yes. The roof offers the space and supports necessary to maintain the hives on the roof. The equipment to be used is standard to the industry and proven to work. The beekeepers are trained and have the necessary support to be successful and safe.

Is there an adequate buffer or transition between potentially incompatible districts?

The districts are not incompatible. In fact, the Commercial environment provides greater distance and increased safety than in dense residential neighborhoods.

City of Plymouth

Community and Economic Development Department
3400 Plymouth Blvd
Plymouth, MN 55447
(763) 509-5450

Beekeeping Permit Application

Please email to planning@plymouthmn.gov to submit your application.
Applications will be processed once all items are submitted.

Property Owner Name: Timothy A. Naumann

Phone Number: 612-616-3610 Email: tim@lucelinebrewing.com

Beekeeper Information:
(if different from above) Luce Line Brewing

Phone Number: 612-616-3610 Email: tim@lucelinebrewing.com

Street Address: 12901 16th Ave N Plymouth MN 55441

Property Type: ☐ Single Family Home ☐ HOA Property ☐ Public/Institutional

In addition to this application, please submit:

- ☑ A side view drawing including construction materials and proposed height of both the hive, 6-foot flyaway barrier, warning sign from ground level (max. height 8 feet), and water source (within 10 feet).
- ☑ A drawing of the proposed hive location (only in side/rear yard) with the required sign and flyaway barrier on a land survey or a scaled site plan. Setbacks from all adjacent property lines must be noted (min. 10-foot setback).
- ☑ Evidence of completion of a beekeeping course.
- ☑ Swarm mitigation plan, which could include information on what you'd do in case of swarm and contact information for a company who would help with swarm management.
- ☑ $100 application fee.

I agree that:

- ☑ The corner monuments of the property have been found, and property lines defined.
- ☑ I have completed an educational course on beekeeping from a reputable institution.
- ☑ The hives, flyaway barrier, and associated improvements are not within a wetland or wetland buffer, required rain garden, nor do they sit below the ordinary high water level of a lake, stream, or pond.
- ☑ I will check with my HOA on any bee-specific bylaws or covenants, if applicable.
- ☑ I will reapply for a beekeeping license in two years (at no fee).
- ☑ I will apply for a home occupation license if I decide to sell honey, as well as any requirements from the state.
- ☑ The beehive(s) and flyaway barrier will be installed together, and within 180 days from issuance of permit.
- ☑ I acknowledge that the above information is correct, and that /I will ensure that the hives and flyaway barrier is constructed and installed in accordance with the approved plans submitted and the regulations set forth in the City of Plymouth City Code and Zoning Ordinance.

Applicant's Signature

Appendix A—Additional Information

Location-Roof Versus Ground

We plan to locate our apiary on the roof of the brewery. This reduces the potential for damage from animals and reduces the interaction of the bees with humans. It also simplifies the layout because it eliminates the need for the bee wall as it is isolated by its roof location.

As the drawing shows, we will optimize the location to both reduce human contact and increase the probability of hive success. The hives will be located on the South end of the building facing south. Each of the hives will be at least 5 feet from each other and/or from the walls that surround the roof.

Bee Swarm Control

Basically, Bees swarm when their beehive is too small for the number of bees in it. Swarming is nature's way of increasing the number of bees in an environment and can be disconcerting to certain people. It is important to remember that bees are not dangerous. They are just looking for an appropriate home.

Prevention

The easiest management tool is to make more space available to the bees. Ensure your supers and brood nest boxes have a generous amount of space and plenty of airflow. Reversing the position of your brood boxes — and adding an additional box, if necessary — creates space in the brood nest and encourages the colony to expand upward instead of swarming.

Another management tool is Splitting the Hive. To do so the queen and approximately ½ of the hive is removed and taken to a new location. This dramatically takes away population pressure on the hive and reduces or eliminates swarming.

Post-Swarm Solutions

Post swarm Bees are their most vulnerable and malleable. They can be scooped up and put into a bee cage for transport to a secure location. Once the Queen is in the cage the rest of the bees will follow her into the cage too. Once secured in the bee cage, bees can be transported to their new hive/home.

If the bees swarm and I am not available, don't panic. Bob Sitko of the Minnesota Hobby Beekeepers Association can be called at 651-436-7915. He can send people to assist in the collection of any warm.

The information that is helpful to the swarm collection process is:

- How long has the swarm been there?
- Where are they located?
- What is the phone number of the person reporting the bees?
- Can you take a photo of a bee or the swarm from as close as you feel comfortable?

Additional Resources

Jenny Warner, Bee Researcher, University of Minnesota Bee Lab, Department of Entomology, University of Minnesota, 219 Hodson Hall, 1980 Folwell Ave, ST. Paul, MN 55108 helped me prepare this response. Jenny has offered to respond to any questions via email beesquad@umn.edu or through a presentation format to the City or Planning Commission.

BIOLOGY BOX

Propolis

The inside of hive bodies have traditionally been smooth. However, if the box insides are made from unfinished, very rough lumber, honey bees envelope the walls with propolis, tree resins, as they would naturally within tree cavities. In smooth-walled equipment, bees primarily place propolis on edges of frames and boxes (Figure 34). These resins are antimicrobial, and research at the University of Minnesota Bee Lab shows that a propolis envelope benefits honey bee immune systems, microbiomes, disease prevention, and overall colony health.

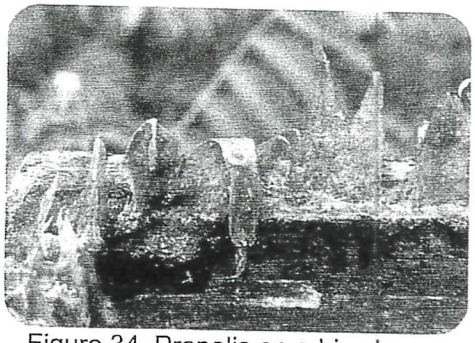


Figure 34. Propolis on a hive box edge. Photo by Judy Griesedieck.

Painting Equipment

Paint the outsides of boxes, the parts of a bottom board not covered by the hive bodies, and any exposed sides of the telescoping cover. No need to paint any equipment or parts of equipment that make up the interior of the hive. ***Do not paint the inside of the boxes.*** Painting the outside of your hive equipment protects the wood from rotting and warping, which prolongs their usability by many years. Cover all element-exposed parts of the hive with a coat of exterior primer, followed by one or two coats of good quality exterior latex paint. Use a good quality brush or roller to make painting easier. You can decorate the hive exterior any way you like. Avoid dark colors if the hive will be in the sun. You can use oil-based paint to decorate the outside of the boxes, but too much prevents the box from breathing and the oil paint may peel. You can use other paints, stains, or wood preservatives as long as you make sure they do not contain any ingredients that will be harmful to the bees.

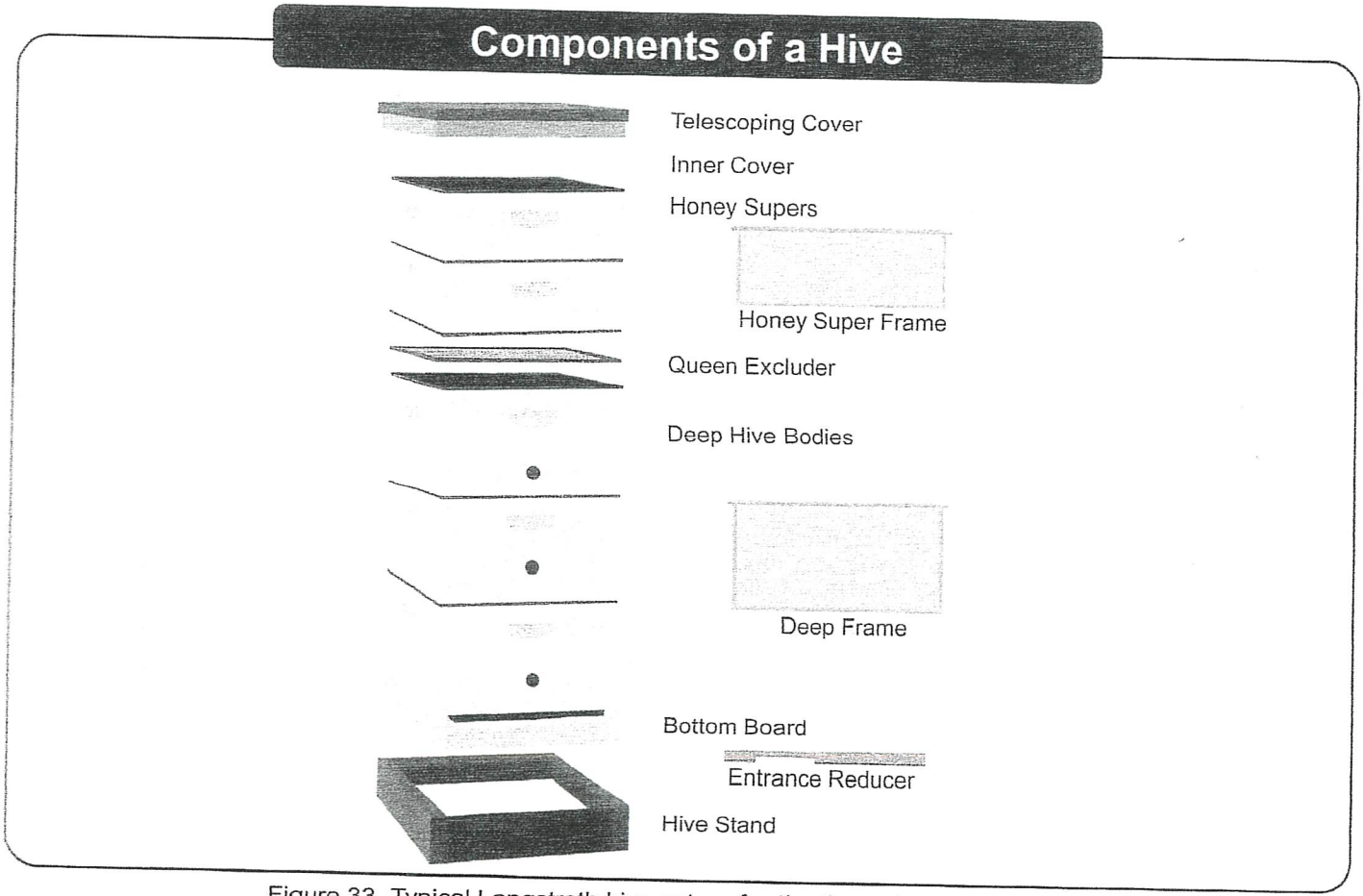


Figure 33. Typical Langstroth hive set-up for the three-deep system.

UNIVERSITY OF MINNESOTA EXTENSION

UNIVERSITY OF MINNESOTA ENTOMOLOGY

Presented to

Tim Naumann

In recognition of completing the short course Beekeeping in Northern Climates Year 1 February 3, 2024

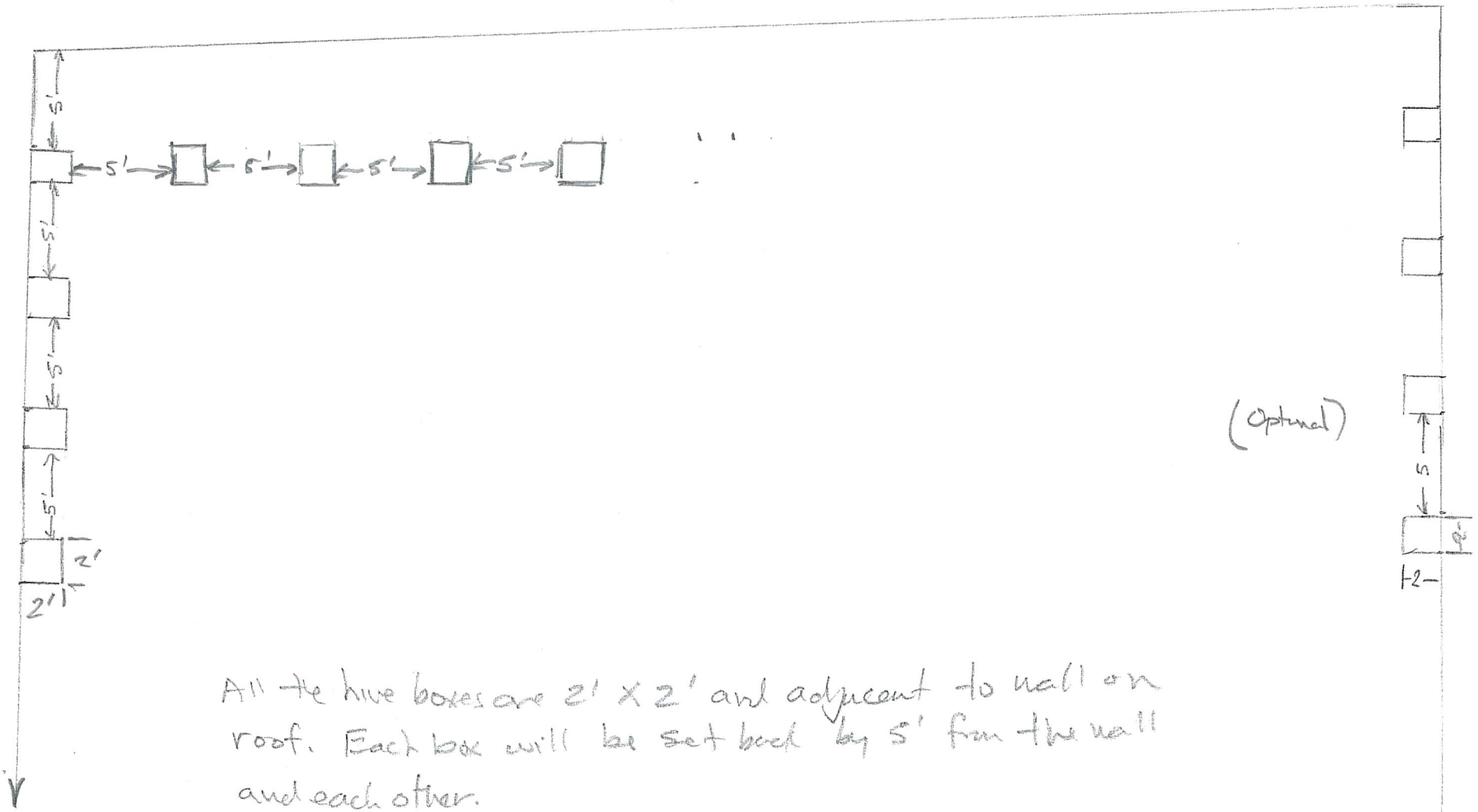
Marla Spivak, Ph.D., Professor
University of Minnesota
Department of Entomology

Gary S. Reuter, Bee Lab Coordinator
University of Minnesota
Extension

Katie Lee, Ph.D., Extension Educator
University of Minnesota
Extension

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Appendix D—Scale Drawing of Roof Top



All the hive boxes are 2' x 2' and adjacent to wall on roof. Each box will be set back by 5' from the wall and each other.

Preference to locate all 8 hives in the Southwest Corner The most secluded location.

CITY OF PLYMOUTH
HENNEPIN COUNTY, MINNESOTA

ORDINANCE NO. 2023-09

ORDINANCE AMENDING CHAPTERS X AND XXI OF THE PLYMOUTH CITY CODE, REGARDING THE KEEPING OF BEES (2023036)

THE CITY OF PLYMOUTH ORDAINS:

SECTION 1. Amendment. Section 1010.01, subd. 7 of the Plymouth City Code (LICENSE FEES – Miscellaneous) is amended to add the following subsection Q as follows:

Q. Beekeeping License	$100 biennial license fee (every two years)

SECTION 2. Amendment. Section 21005.02 of the Plymouth City Code (RULES AND DEFINITIONS – DEFINITIONS) is amended by adding, deleting, or changing definitions as follows:

***Animals*:**

(a) Domestic Animals. For purposes of this Chapter, a domestic animal shall be defined as house pets such as dogs, cats, and birds (except those defined as farm animals or wild animals) that can be contained within a principal structure throughout the entire year, provided that containment can be accomplished without special modification to the structure requiring a building permit from the City. In addition, it includes bees and rabbits, normally sheltered outside the home.

(b) Farm Animals. Cattle, hogs, potbelly pigs, ~~bees,~~ sheep, goats, chickens, turkeys, horses (including miniatures) and other animals commonly accepted as farm animals in the State of Minnesota.

***Bees, Related*:**

(a) Apiary: The assembly of one or more colonies of bees at a single location.
(b) Beehive: A receptacle inhabited by a colony that is manufactured for the purpose of housing bees, which is designed so that the beekeeper can collect the honey that they produce.
(c) Beekeeper: A person who owns or has charge of one or more colonies of bees.
(d) Colony: An aggregate of bees consisting principally of workers, but typically having one queen and at times drones, brood, combs and honey.
(e) Flyaway Barrier: A barrier that directs bees' flight upward to prevent bees from flying at a height where they would intersect with a person or animal in a neighboring property. The barrier could be a solid wall, fence, dense vegetation,

or any combination thereof that provides an obstruction through which honey bees cannot readily fly.

(f) Water Supply: A natural pond/stream or artificial container holding sufficient water with landing sites for honey bees to forage without drowning.

SECTION 3. Amendment. Section 21170.01, subd. 1 of the Plymouth City Code (ANIMALS – Keeping Animals) is amended to read as follows:

Subd. 1. Domestic animals, except bees, are allowed in all zoning districts, as regulated by Chapter IX of the City Code.

SECTION 4. Amendment. Section 21170 of the Plymouth City Code (Animals) is amended to add Section 21170.04 (Keeping of Bees), as follows:

21170.04 Keeping of Bees.

Subd. 1. License Required. No person shall have bees within the City of Plymouth without first obtaining a Beekeeping License. The procedures and fees for such license shall be as set forth in Chapter X, Licenses and Permits; Procedures and Fees of the City Code.

Subd. 2. Licensing Process.

(a) A Beekeeping License shall only be granted for use in RSF-1, RSF-2, RSF-3, single-family detached PUD, and P-I zoning districts.
(b) Application Requirements.
  (1) A license application shall be signed by the property owner and shall include the submittal of a site plan and hive plan with the location and specifics of the hives, setbacks from all property lines and structures, including those on adjacent properties. The application shall also denote the proposed beekeepers, if different from the property owner. Any change in this information shall require a new application to the City.
  (2) Evidence of completion of the "Beekeeping in Northern Climates" course from the University of Minnesota or other comparable institution.
  (3) A bee management plan must accompany the application, including plans for swarm management, mite and disease treatment, and native pollinator preservation.
(c) Upon receipt of a beekeeping application, the City shall follow the process for Home Occupations under Section 21145.
(d) Any selling of honey from the home would require a separate home occupation license process pursuant to section 21145, in addition to any requirements from the Minnesota Department of Agriculture Dairy and Food Inspection Division regulations.
(e) The City hereby reserves the right upon issuing any beekeeping license to inspect the premises in which the beekeeping is being conducted to ensure compliance with the provisions of this section, or any conditions additionally imposed. The City reserves the right to suspend or revoke any beekeeping license based on failure to comply with this section or relevant City Code sections, in accordance with the procedures specified in Section 1005.

Subd 3. Hive Requirements. Any person keeping bees within the City of Plymouth under a license granted under this section shall comply with the following requirements:

(a) Location. Colonies shall be located in the side or rear yard only and shall have a setback of at least 10 feet from the side or rear property lines. A 6 foot flyaway barrier shall be provided.
(b) Water Source. An appropriate water source shall be provided within 10 feet of each colony.
(c) Signage. The licensee shall post a clearly visible warning sign indicating that a beehive is present on the property. The sign shall be between four and eight square feet and oriented towards the public, as determined by the zoning administrator. No separate sign permit is required.
(d) Number. Each property may be allowed up to two hives at initial permit submission, with the potential to increase to four in the spring to accommodate hive expansion.
(e) Neighborhood Beekeeping. Common spaces on residential, homeowners association maintained properties, properties zoned Public/Institutional, or properties owned by the City, are eligible for a beekeeping license if:
    a. All other requirements of this section are met.
    b. One main beekeeper shall be identified as an ongoing point of contact, willing to respond to any questions or concerns with the ongoing operations of the hive(s).
    c. The colony is located a minimum of 50 feet from public trails.

SECTION 5. Effective Date. This Ordinance shall be effective upon its passage.

APPROVED by the City Council on this 8th day of August, 2023.

_____
Jeffry Wosje, Mayor

ATTEST:

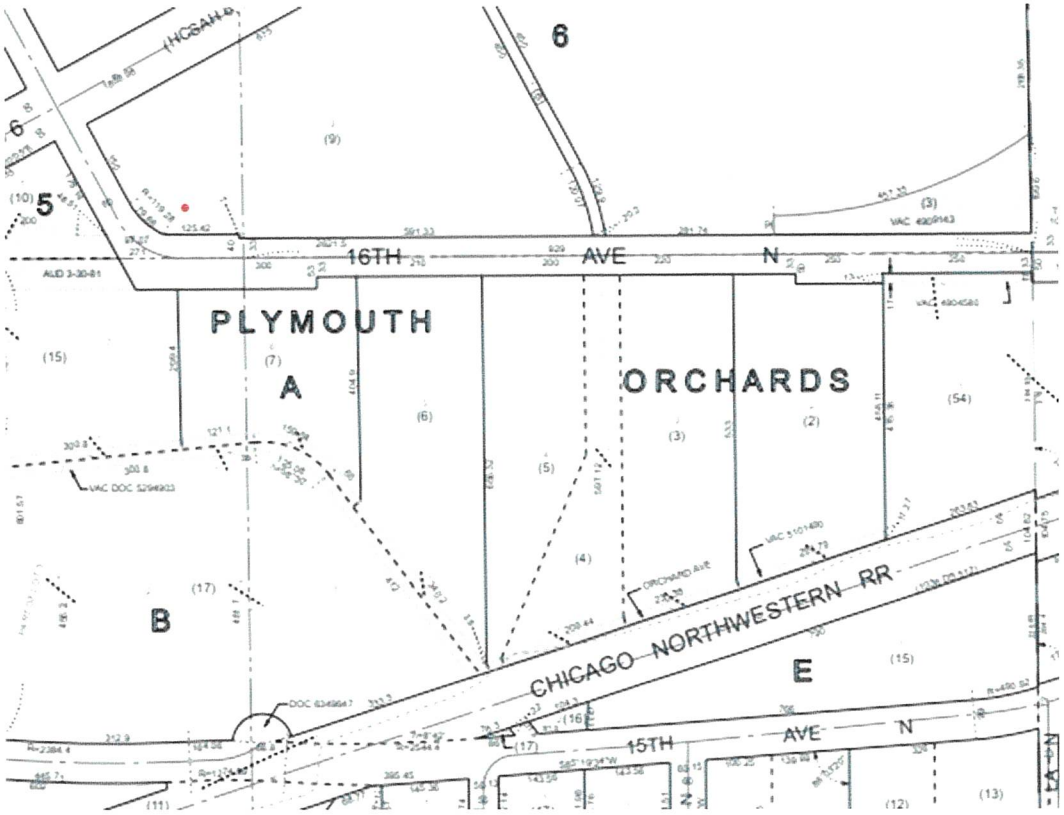
_____
Jodi Gallup, City Clerk

Appendix A—Legal Description

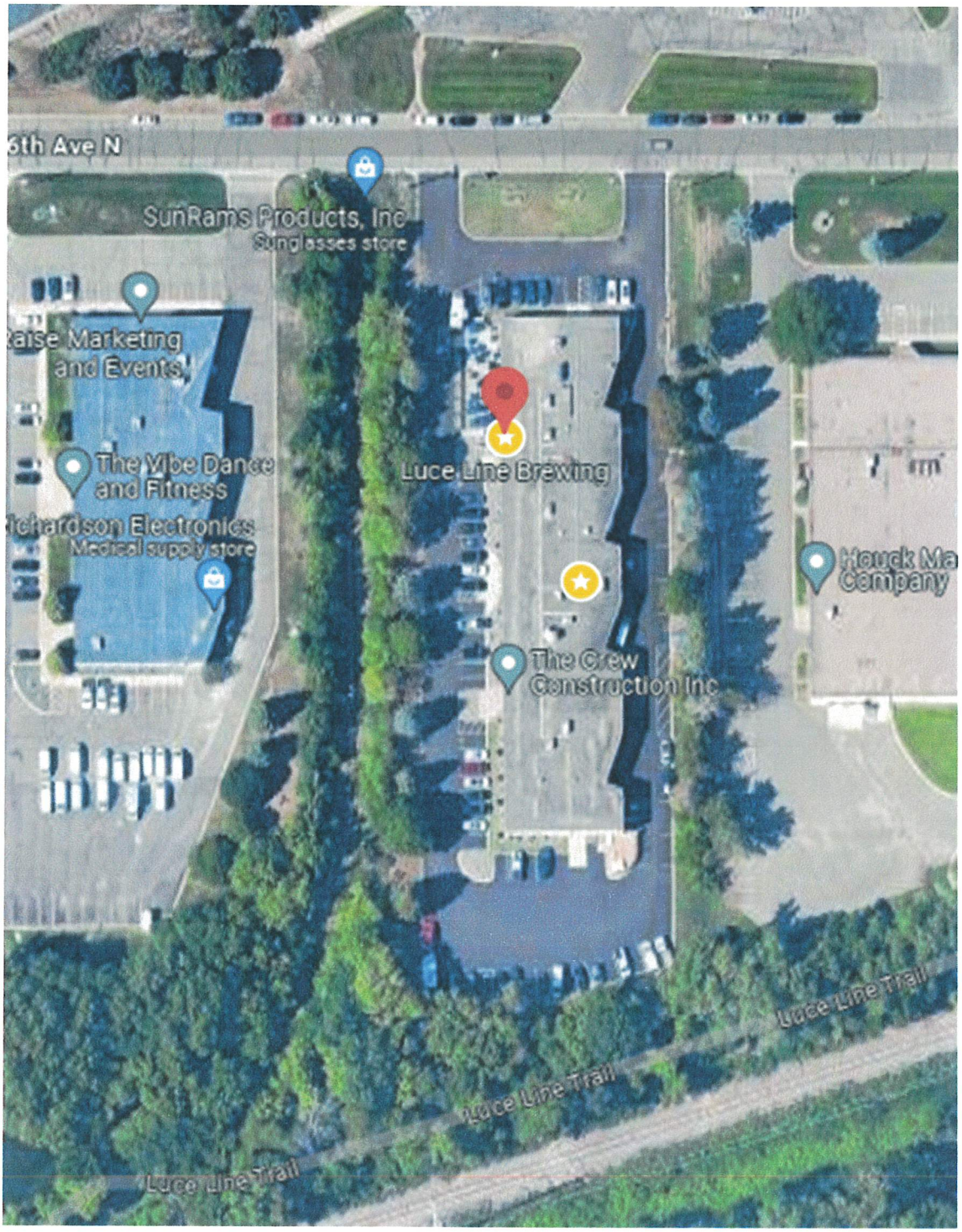
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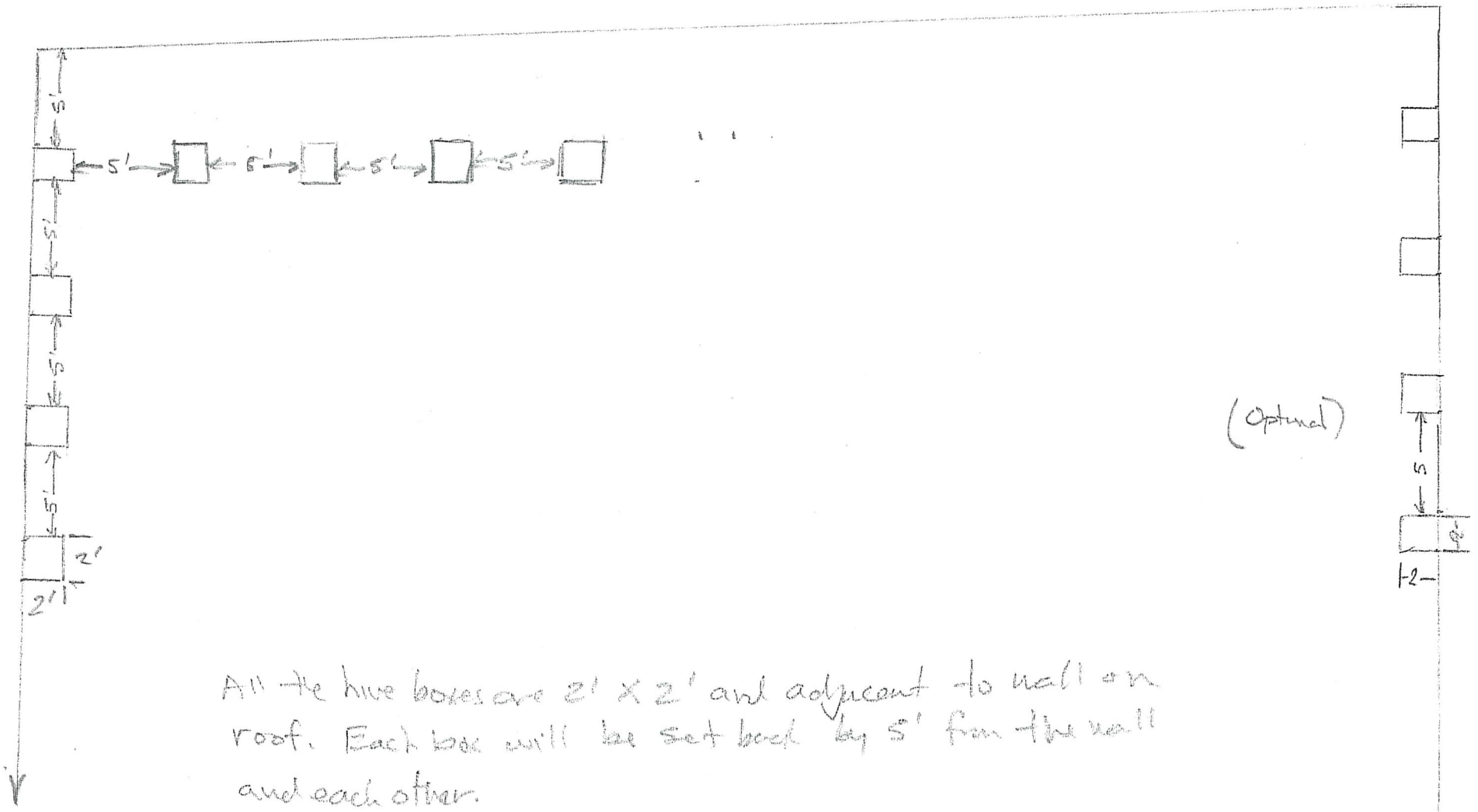
Appendix B-Dimensions of the Property



Appendix C-Satellite Image of Property



Appendix D—Scale Drawing of Roof Top



All the hive boxes are 2' x 2' and adjacent to wall on roof. Each box will be set back by 5' from the wall and each other.

Preference to locate all 8 hives in the Southwest Corner the most secluded location.

CITY OF PLYMOUTH

RESOLUTION 2024-109

APPROVING FINDINGS OF FACT FOR A ZONING ORDINANCE TEXT AMENDMENT TO 21170 OF THE ZONING ORDINANCE TO AMEND KEEPING OF BEES (2024008)

WHEREAS, Hops Craft Brewing, LLC dba Luce Line Brewery initiated amendments to the keeping of animals sections of the zoning ordinance; and

WHEREAS, the Planning Commission has reviewed the proposed text amendments at a duly called public hearing and recommends approval of the text amendments.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA, that it should and hereby approves the zoning ordinance text amendments to adopt regulations allowing for industrial beekeeping on rooftops, and modify the City Code, based upon the finding that the proposed amendments would be consistent with the city's Comprehensive Plan and with the purpose and intent of the city's ordinances and policies.

APPROVED by the City Council the 26th day of March, 2024.

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) SS.

The undersigned, being the duly qualified and appointed Deputy 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 March 26, 2024 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 _____,_____.

_____
Deputy City Clerk

CITY OF PLYMOUTH

ORDINANCE NO. 2024-05

ORDINANCE AMENDING CHAPTERS 21 OF THE PLYMOUTH CITY CODE, ENTITLED THE ZONING ORDINANCE, REGARDING THE KEEPING OF BEES (2024008)

THE CITY OF PLYMOUTH ORDAINS:

Section 1. Amendment of City Code. Section 21170.04 of the Plymouth City Code (Animals – Keeping of Bees) is hereby amended, with existing text, ~~deleted text~~, and new text, as follows:

21170.04. - Keeping of Bees.

Subd. 1. License Required. No person shall have bees within the City of Plymouth without first obtaining a Beekeeping License. The procedures and fees for such license shall be as set forth in Chapter X, Licenses and Permits; Procedures and Fees of the City Code.

Subd. 2. Licensing Process.

(a) A Beekeeping License shall only be granted for use in RSF-1, RSF-2, RSF-3, single-family detached PUD, I-1, I-2, 1-3, and P-I zoning districts.
(b) Application Requirements.
    (1) A license application shall be signed by the property owner and shall include the submittal of a site plan and hive plan with the location and specifics of the hives, setbacks from all property lines and structures, including those on adjacent properties. The application shall also denote the proposed beekeepers, if different from the property owner. Any change in this information shall require a new application to the City.
    (2) Evidence of completion of the "Beekeeping in Northern Climates" course from the University of Minnesota or other comparable institution.
    (3) A bee management plan must accompany the application, including plans for swarm management, mite and disease treatment, and native pollinator preservation.
(c) Upon receipt of a beekeeping application, the City shall follow the process for Home Occupations under Section 21145.
(d) Any selling of honey from the home would require a separate home occupation license process pursuant to section 21145, in addition to any requirements from the Minnesota Department of Agriculture Dairy and Food Inspection Division regulations.
(e) The City hereby reserves the right upon issuing any beekeeping license to inspect the premises in which the beekeeping is being conducted to ensure compliance with the provisions of this section, or any conditions additionally imposed. The City reserves the right to suspend or revoke any beekeeping license based on failure to comply with this section or relevant City Code sections, in accordance with the procedures specified in Section 1005.

Subd 3. Hive Requirements. Any person keeping bees within the City of Plymouth under a license granted under this section shall comply with the following requirements:

(a) Location.
    a. On properties in the RSF-1, RSF-2, RSF-3 and single-family detached PUD districts, ~~Colonies~~ colonies shall be on the ground and located in the side or rear yard only and shall have a setback of at least 10 feet from the side or rear property lines. A 6 foot flyaway barrier shall be provided.
    b. On properties in the I-1, I-2, and I-3 district, colonies shall be located on rooftops and placed in the most secluded possible location, as determined by the Zoning Administrator.
    c. On P-I properties, colonies may meet either of the above conditions and are exempt from the flyaway barrier if the hives are greater than 50 feet from the property line.

(b) Water Source. An appropriate water source shall be provided within 10 feet of each colony.

(c) Signage. The licensee shall post a clearly visible warning sign indicating that a beehive is present on the property. The sign shall be between four and eight square feet and oriented towards the public, as determined by the zoning administrator. No separate sign permit is required. Industrial signage shall be located on the roof.

(d) Number.
    a. For properties in the RSF-1, RSF-2, RSF-3 and single-family detached PUD districts, ~~Each~~ each property may be allowed up to two hives at initial permit submission, with the potential to increase to four in the spring to accommodate hive expansion.
    b. For properties in the I-1, I-2, I-3, and P-I districts, each property may be allowed up to 8 hives at initial permit submission, with the potential to increase to 16 hives in the spring to accommodate hive expansion. Each grouping of 16 hives must be at least 1 mile from any other 16 hives.

(e) Neighborhood Beekeeping. Common spaces on residential, homeowners association maintained properties, properties zoned Public/Institutional, or properties owned by the City, are eligible for a beekeeping license if:
    a. All other requirements of this section are met.
    b. One main beekeeper shall be identified as an ongoing point of contact, willing to respond to any questions or concerns with the ongoing operations of the hive(s).
    c. The colony is located a minimum of 50 feet from public trails.

Section 2. Effective Date. This amendment shall take effect immediately upon its passage.

APPROVED by the City Council on this 26th day of March, 2024.

_____
Jeffry Wosje, Mayor

ATTEST:

_____
Amy Gottschalk, Deputy City Clerk

CITY OF PLYMOUTH

RESOLUTION NO. 2024-110

RESOLUTION APPROVING SUMMARY PUBLICATION OF ORDINANCE NO. 2024-05

Ordinance No. 2024-05 amends Chapter 21 (Zoning Ordinance) allowing rooftop beekeeping in the industrial districts.

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 this 26th day of March, 2024.

City of Plymouth

Agenda Number: **6.4**

Regular City Council

March 26, 2024

To: Dave Callister, City Manager

Prepared by: Rodger Coppa, Fire Chief

Reviewed by: Erik Fadden, Public Safety Director

Item: **Adopt ordinance amending fire code and resolution authorizing summary publication**

1. Action Requested:

Adopt attached ordinance amending fire code and resolution approving summary publication of said ordinance.

Approval of the ordinance requires 4/7 vote of council.
Approval of the summary publication resolution requires 6/7 vote.

2. Background:

Fire department staff routinely review the city code to ensure we are compliant with state requirements as well as responsive to community and operational needs. Staff identified opportunities to add language to ensure we continue to qualify for delegated authority from the State Fire Marshal as well as update fee schedules that better align with community and department needs. Staff also recommends modifications that will ultimately make it easier for developers by requiring fewer fire hydrants and benefit community members by removing restrictions on electric grills. Below is an itemized list of reasons we are requesting each of the code changes redlined on the attached document.

905.01 -State Fire Code
Subd. 2 B. This amendment to the city code is being eliminated because it was causing businesses to install hydrants that are no longer necessary. State code has a standard that we have been exceeding and staff feel it is no longer needed or warranted.

905.07 Fire Protection Program
Plymouth has enjoyed the delegated approval of the Minnesota State Fire Marshal and the Minnesota Department of Labor and Industry to perform permit plan review and inspections of fire protection systems. With retirements of fire inspectors and changeover of personnel, the State Fire Marshal requested language be added to our city code to clarify our fire plan review process. This language was added to satisfy that request. The proposed language simply references Minnesota Administrative Rules 7512.2800 MUNICIPAL PERMIT PROGRAM.

905.09
This code language is being added because UL (Underwriter Laboratories) listed alarm systems are required in the City of Plymouth, and have been for decades, but was never codified. UL listing ensures quality components and longevity of the systems. Listing also ensures the central station

monitoring companies meet a high standard of performance and customer service. Some insurance providers offer premium reductions for having a UL Listed central station system.

905.15
Subd. 2 Electrical Cooking Devices. This language offers clarification for how electrical cooking devices are able to be plugged into an exterior outlet. Traditionally all cooking devices (charcoal, gas and electric) were restricted in multi-housing settings and this change allows for safe modern day electric devices to be enjoyed unrestricted.

1015.07
Subd. 4 Refund of Permit Fees. Hood and duct cleaning is being removed as a permit type under 1015.29 so this reference to a refund is no longer relevant.

1015.29
Fee Schedule
- DHS Licensed Facility Inspection Fee is being added to the schedule. Fire inspectors inspect new daycares and group homes, and inspection of these facilities is heavily regulated in state statue. The allowable fee set by state statue is at $50.00.
- Hood and Duct Cleaning is being removed as this is no longer a required permit. Reoccurring commercial inspections coupled with a third party compliance system ensures hoods are being cleaned appropriately.

1018.01 - Fees
Reformatting of existing fingerprinting fees and weekly listing of accidents fees into a table that includes the addition of:
- Vehicle and Equipment Usage – This allows for the Public Safety to bill when equipment is utilized for reimbursable responses such as statewide mutual aid, inter-state deployments, train derailments or hazardous material responses. This addition states we follow the current FEMA fee schedule for vehicle and equipment costs.
- Triennial Hotel/Motel/Resort Inspection – The Fire Department is currently contracted with the State Fire Marshal to perform these inspections. The State Fire Marshal was charging these fees for the inspections and so the Fire Department will follow the respective year's State Fire Marshal Division fee schedule for hotel/motel/resort inspections.
- Fire Inspection Fee Schedule – These fees are being added to promote the prompt resolution of fire code violations. Staff are spending ever increasing time and resources on noncompliant businesses and persistent fire code violations. This fee schedule is intended to encourage timely compliance as well as allow for more efficient use of staff time. The initial fire inspection and the 1st re-inspection have no fee. A fee is charged for additional inspections until the fire code violations are resolved.

1155.13 – Fees
Subd. 1
Prior table is being stricken and replaced with one that modifies the Fire Department's fee schedule for false residential fire alarms to mirror the Police Department's fee schedule.
Commercial/multi housing false fire alarms are a fire inspection issue. Going forward, the servicing of these systems will fall under the fire inspection fee schedule added under Fire Inspection Fee Schedule in 1018.01 -Fees as well as 1155.13 Subd. 3.

Subd.3
This section is renamed Fire Department Commercial/Multi-housing False Alarm Inspections. The language change clarifies the process for a commercial or multi-housing false alarm, the fire

department process to validate repair of systems and the progression to a code violation and resultant move to the new fire inspection fee schedule outlined in 1018.01.

Section 8
2000.11 – Fire Inspectors: Citations.
This language is being removed because Plymouth fire inspectors do not issue citations.

3. Budget Impact:

There is a possible temporary positive budgetary impact with increased violation fees, but the intent is to encourage responsive compliance and not have to resort to fees.

4. Attachments:

City Council Ordinance 2024-06
City Council Resolution 2024-111

CITY OF PLYMOUTH

ORDINANCE NO. 2024-06

ORDINANCE AMENDING FIRE CODE

THE CITY OF PLYMOUTH, MINNESOTA ORDAINS:

SECTION 1. Section 905.01 of the Plymouth City Code is amended, with existing text, ~~deleted text~~, and new text as follows:

905.01. – State Fire Code.

Subd. 1. Minnesota State Fire Code Adopted. The Minnesota State Fire Code as adopted pursuant to Minnesota Statutes, Section 299F.011 and as modified by Minnesota Rules, Chapter 7511, is hereby adopted as the fire code for the City. Every provision contained in the Minnesota State Fire Code, except as modified or amended by this Section, is hereby adopted and made a part of this Section as if fully set forth herein.

Subd. 2. Amendments Made in the Minnesota State Fire Code. The following sections of the Minnesota State Fire Code are amended as follows:

A. Section 503.2.3 Surface. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be paved having a seven ton driving capacity.

B. ~~Section 507.5.1 Exceptions. For buildings other than those regulated by the International Residential Code equipped throughout with an approved automatic sprinkler system installed in accordance with NFPA 13 or NFPA 13R, the distance requirement shall be one fire hydrant within 50 feet of the Fire Department connection, and 400 feet for other fire hydrants.~~

~~C.~~ In addition to the appendices to the International Fire Code adopted in the Minnesota State Fire Code, the following appendices of the International Fire Code are adopted as part of the fire code for the City:

1. Appendix B (Fire-Flow Requirements for Buildings)

2. Appendix O (Fires or Barbecues on Balconies or Patios)

3. Appendix P (Emergency Responder Radio Coverage)

SECTION 2. Section 905.07 of the Plymouth City Code is amended, with existing text, ~~deleted text~~, and new text as follows:

905.07. – ~~Reserved~~ Fire Protection Permit Program.

Subd. 1. Pursuant to Minnesota Rule 7512.2800, a permit is required to perform fire protection-related work within the City.

Subd. 2. A person trained in fire protection system plan review shall provide a competent plan review and inspection for all permits granted under this section.

Subd. 3. A report indicating all permits issued for fire protection systems, to include the name, address, type of fire protection system installed, contractor license number, and occupancy type of the structure for which the permit was issued, shall be submitted annually to the commissioner of public safety.

Subd. 4. Sprinkler plan review and inspection program.

(1) No person shall engage in any sprinkler installation, modification, changing and/or removal of sprinkler protection systems within the City without obtaining a permit from the building official.

(2) Fire sprinkler systems shall be maintained in accordance with the Minnesota State Fire Code.

SECTION 3. Section 905.09 of the Plymouth City Code is amended, with existing text, ~~deleted text~~, and new text as follows:

905.09. – ~~Reserved~~ Central Station Fire Alarm Systems in Commercial Properties.

A. Monitoring for fire alarm and/or suppression systems shall meet UL certification requirements.
B. Central station monitoring centers and all fire alarm system equipment shall be UL Listed.
C. The replacement or alteration of an existing fire alarm control unit is to be considered a new system that requires new certification.
D. Central station service in compliance with the current adopted edition of NFPA 72, Chapter 26, shall be maintained at the protected property so long as the requirement for the fire alarm system exists.
E. A runner or technician, as defined by NFPA 72, must be dispatched to the protected premises and arrive within one hour after receipt of a signal, when required to respond.

SECTION 4. Section 905.15 of the Plymouth City Code is amended, with existing text, ~~deleted text~~, and new text as follows:

905.15. – Fires or Barbecues on Balconies or Patios at Locations Designated in Appendix O of the Minnesota State Fire Code.

Subd. 1. Charcoal Cooking Devices. Devices using charcoal briquettes are not allowed.

Subd. 2. Electrical Cooking Devices. Electrical cooking devices are allowed with a protected outdoor electrical outlet. ~~only allowed under the exemption listed in Appendix O of the Minnesota State Fire Code.~~

Subd. 3. Definitions. For the purpose of this Subsection, the following terms shall have these meanings:

A. "Barbecues" means any cooking device, rotisserie, roaster, smoker, oven or similar equipment used in food preparation.
B. "Open flame" means any burning of fuel, and includes any torch, flare, decorative light, candle, fondue or other heating, burning, or lighting equipment or device having an open flame.

SECTION 5. Section 1015.07 of the Plymouth City Code is amended, with existing text, ~~deleted text~~, and new text as follows:

1015.07. – Payment of Fees.

Subd. 1. Payment. The permit fee and other fees and charges set forth in this Code shall be collected by the City before the issuance of any permit. The Building Official may not issue a permit until the fee has been paid.

Subd. 2. Double Fees. If a person begins work of any kind for which a permit from the City is required without having secured the necessary permit therefore, either previous to or on the date of commencement of such work, he or she shall, when subsequently securing such permit, pay double the fee provided for the permit, and is subject to the penalty provisions of this Code.

Subd. 3. Refunds. Application fees may not be refunded unless the application is withdrawn prior to its referral to the Planning Commission or the Council. All refunds are subject to a 20 percent service charge.

Subd. 4. Refund of Permit Fees. The City may refund fees for building, plumbing, mechanical, electrical, fire protection, fire alarm, sewer/water, grading, moving, and sign ~~and hood and duct cleaning~~ permits on which no work has been done and no inspections have been made. Requests for refunds must be in writing, signed by the permit holder, and submitted within one year of permit issuance. The Building Official must approve each refund, and the City shall retain 20 percent of the permit fee but not more than $100.00. Plan review fees are not refundable.

Subd. 5. Plan Review Fees. The required plan review fees set forth in this Chapter for building, fire protection, fire alarm, and electrical permits will be charged on all projects for which plans are submitted.

SECTION 6. Section 1015.29 of the Plymouth City Code is amended, with existing text, ~~deleted text~~, and new text as follows:

1015.29. – Other Permit Fees and Charges.

The fees and charges for other activities requiring a permit under this Code are set by this Subsection under the following headings:

Type of Permit or Charge	Fee or Charge
DHS Licensed Facility Inspection Fee	$50.00
Duplicate Inspection Record Cards	$4.00
Fireworks Display	$200.00
Grave Opening Fee at Parkers Lake Cemetery	$300.00
~~Hood and Duct Cleaning~~	~~$75.00~~
Moving Fee	$150.00 per building
Open Burn Permit Fee	$100.00
Return Check Fee	$30.00
Signs Requiring Permits	Up to 32 square feet in size $50.00; 33 square feet to 64 square feet in size $70.00 65 square feet to 96 square feet in size $90.00 Over 96 square feet $110.00
Street Excavation	$30.00

Tanks Containing Flammable or Combustible Liquid or Gas (installation, modification, removal, or abandonment or any under or above ground tank)	$75.00 per tank
Tents, Canopies, and Temporary Membrane Structures	$50.00 each
Special Event (on City park property)	Up to 500 participants $55.00 Over 500 participants $108.00

SECTION 7. Section 1018.01 of the Plymouth City Code is amended, with existing text, ~~deleted text~~, and new text as follows:

1018.01. - Fees.

The following Police and Fire fees are hereby established:

~~Fingerprinting .....$15.00/person~~

~~Weekly Listing of Accidents .....$0.50/accident~~

Fingerprinting	$15.00/person
Weekly Listing of Accidents	$0.50/accident
Vehicle and Equipment Usage	Fees follow the respective year's FEMA Schedule of Equipment Rates
Triennial Hotel/Motel/Resort Inspection	Fees follow the respective year's State Fire Marshal Division Fee Schedule
Initial Fire Inspection	$0.00
1st Fire Re-inspection	$0.00
2nd Fire Re-inspection	$100.00
3rd Fire Re-inspection	$150.00
All Subsequent Fire Re-inspections	$200.00

SECTION 8. Section 1155.13 of the Plymouth City Code is amended, with existing text, ~~deleted text~~, and new text as follows:

1155.13. - Fees.

Subd. 1. The following is the fee schedule for Police and Fire false alarms:

~~Each Calendar Year~~	~~Residential~~		~~Commercial/multi-housing~~	
~~# of false alarm~~	~~Police~~	~~Fire~~	~~Police~~	~~Fire~~
~~1st alarm~~	~~$0.00~~	~~$100.00~~	~~0.00~~	~~$100.00~~
~~2nd alarm~~	~~0.00~~	~~200.00~~	~~50.00~~	~~200.00~~
~~3rd alarm~~	~~50.00~~	~~200.00~~	~~75.00~~	~~300.00~~
~~4th alarm~~	~~50.00~~	~~200.00~~	~~100.00~~	~~400.00~~
~~5th alarm~~	~~50.00~~	~~200.00~~	~~125.00~~	~~500.00~~

~~6 th alarm~~	~~50.00~~	~~200.00~~	~~150.00~~	~~500.00~~
~~7 th alarm~~	~~50.00~~	~~200.00~~	~~175.00~~	~~500.00~~
~~Subsequent alarms~~	~~50.00~~	~~200.00~~	~~200.00~~	~~500.00~~

Number of False Alarms in each calendar year	Police and Fire Residential	Police Commercial/multi-housing
1 st alarm	$0.00	$0.00
2 nd alarm	$0.00	$50.00
3 rd alarm	$50.00	$75.00
4 th alarm	$50.00	$100.00
5 th alarm	$50.00	$125.00
6 th alarm	$50.00	$150.00
7 th alarm	$50.00	$175.00
Subsequent alarms	$50.00	$200.00

Subd. 2. Determination of False Alarm. There shall be a designated individual that reviews all alarms to determine if chargeable. Acts of nature such as high winds, lightening, or power outages that cause alarms to malfunction shall not be considered chargeable.

Subd. 3. ~~False Fire Alarm Charges~~ Fire Department Commercial/Multi-housing False Fire Alarm Inspections. ~~Fire alarm system fees on false fire alarms determined to be chargeable will be rescinded if the alarm holder provides certification that the system has been serviced or repaired. Verification of alarm system maintenance or service must be made in written format on a supplied "Alarm Activation Report" and provided within seven working days of alarm activation or notice thereof. If verification of alarm system maintenance or service is not received within seven working days, the appropriate charge for that alarm will be assessed per Section 1155.13 Subd. 1. If verification remains outstanding, a $50.00 fine will be assessed each seven business days until written verification is received in the Plymouth Fire Department Administrative office.~~ When it is determined upon inspection by Fire Department personnel that the fire alarm and/or fire protection system(s) require servicing or repair, the responsible party shall provide certification that the system(s) were serviced or repaired. Verification of the work must be made in written format on the supplied “Alarm Activation Report” and provided within seven working days of alarm activation or notice thereof. If verification is not received within seven working days, a fire inspector will re-inspect the property to ensure proper servicing or repair has been completed. Delinquency will result in subsequent inspections following the fire inspection fee schedule until the system(s) are restored to the satisfaction of the fire inspector.

Subd. 4. Outstanding Balances. False alarm fees must be paid within 30 days after receiving written notice from the City that the fee is due. If an alarm user has an outstanding balance due to the City at the end of the year, they have until February 15 to pay such balance. If not paid by the 15th, they will not reset to zero and will not be eligible for free alarms for that calendar year. The only exception to this would be if the outstanding alarm balance is being formally appealed as follows.

SECTION 9. Section 2000.11 of the Plymouth City Code is amended with ~~deleted text~~ as follows:

~~2000.11. Fire Inspectors: Citations.~~

~~Fire inspectors have the same powers of law enforcement officers in the City to issue a citation in lieu of arrest. Nothing in this section is to be construed as giving fire inspectors any powers of law enforcement officers other than the authority set forth in this subsection.~~

SECTION 10. This ordinance shall become effective immediately upon passage.

ADOPTED by the City Council this 26th day of March, 2024.

_____
Jeffry Wosje, Mayor

ATTEST:

_____
Amy Gottschalk, Deputy City Clerk

CITY OF PLYMOUTH

RESOLUTION NO. 2024-111

RESOLUTION APPROVING SUMMARY PUBLICATION OF ORDINANCE NO. 2024-06

ORDINANCE AMENDING FIRE CODE

Ordinance No. 2024-06 amends the City Code concerning fire code.

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

APPROVED by the City Council on this 26th day of March, 2024.

City of Plymouth

Agenda Number: 6.5

Regular City Council

March 26, 2024

To: Dave Callister, City Manager

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

Reviewed by: Michael Thompson, Public Works Director

Item: **Approval of amendment to joint powers agreement with the City of Medicine Lake**

1. Action Requested:

Adopt resolution amending joint powers agreement with the City of Medicine Lake.

2. Background:

On August 22, 2023, City Council approved a Joint Powers Agreement (JPA) with the City of Medicine Lake to provide potable water service to the residents of Medicine Lake. The City of Medicine Lake has a project scheduled for construction in the summer and fall of 2024 to rebuild its street infrastructure and install water main and services. To construct the improvements, Medicine Lake obtained funding through the state legislative bonding process. Since the City of Plymouth will own and operate the water infrastructure, the state requires that revisions be made to the JPA in order for the City of Medicine Lake to be in compliance with the requirements of the bond funding. The City Attorney has reviewed the amendment to the JPA.

3. Budget Impact:

The amendment to the JPA does not impact the financial terms of the JPA. The terms of the JPA ensure the City of Plymouth would be made whole for providing this enterprise utility service to the City of Medicine Lake. The City of Medicine Lake would pay for all costs associated with the design, construction, and oversight of the watermain extension. The City of Plymouth will reimburse the City of Medicine Lake for design and construction of the water extension and road work on 15th Avenue (within Plymouth city limits) as outlined in the JPA.

4. Attachments:

Amendment to Joint Powers Agreement
Joint Powers Agreement
City Council Resolution 2024-112

FIRST AMENDMENT
TO THE JOINT POWERS AGREEMENT BETWEEN THE CITY OF PLYMOUTH AND THE CITY OF MEDECINE LAKE

THIS FIRST AMENDMENT TO THE JOINT POWERS AGREEMENT ("Amendment") dated as of _____, 2024 by and between the City of Plymouth, a Minnesota municipal corporation ("Plymouth") and the City of Medicine Lake, a Minnesota municipal corporation ("Medicine Lake") (collectively, the "Cities"), both of which are parties to the Joint Powers Agreement.

RECITALS

WHEREAS, the Cities entered into a Joint Powers Agreement dated September 8, 2023 ("Agreement") related to the Plymouth's provision of potable water service to the citizens of Medicine Lake; and

WHEREAS, the City of Medicine Lake is or will obtain funds through the State of Minnesota bonding process to construct water service improvements in the City of Medicine Lake; and

WHEREAS, the Cities desire to amend the Agreement to comply with the State of Minnesota bonding standards in order for Medicine Lake to receive the bonding proceeds.

NOW THEREFORE, the Cities agree to amend the Agreement as follows:

1. **Amendment to Paragraph 1 of the Agreement.** Paragraph 1 of the Agreement is amended to add subparagraphs A and B to read as follows:

A. **MMB GRANT AGREEMENT PREVAILS**. Plymouth and Medicine Lake acknowledge the existence of a Minnesota Management and Budget ("MMB") Grant Agreement between Medicine Lake and the Minnesota Public Facilities Authority ("Grant Agreement"), which imposes further conditions and restrictions upon the construction, ownership, use, and operation of the public water system improvements constructed pursuant to Laws of Minnesota 2023. Chapter 72, Article 1, Section 23, Subdivision 17 ("Project"), and agree that the terms and conditions of the Grant Agreement shall prevail over any inconsistent terms in this Agreement. Special provisions include, but are not limited to, the following:

9.14.1 Plymouth and Medicine Lake agree, upon direction from the Commissioner of MMB ("Commissioner"), to take such actions and furnish such documents as the Commissioner deems necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation.

9.14.2 Plymouth and Medicine Lake agree not to create or allow, without the prior written consent of the State of Minnesota and the Commissioner, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the

payment of monies and which is not being actively contested against the Project or the Project property, on any Plymouth or Medicine Lake ownership interest in the Project or the Project property, or Plymouth and Medicine Lake's shared interest in the Agreement, regardless whether such lien or encumbrance is superior or subordinate; provided, however, the State and the Commissioner will consent, in writing, to any such lien or encumbrance that secures repayment of a loan the repayment of which will not impair or burden the funds needed to operate the portion of the Project and the Project property that is the subject of this Agreement in the manner specified in the Grant Agreement Section 2.04 and for which the entire amount is used (1) to acquire additional real property that is needed to so operate the Project in accordance with the requirements imposed by the Grant Agreement Section 2.04 and will be included in and as part of Medicine Lake's and Plymouth's ownership of the Project and the Project property, and or (2) to pay for capital improvements that are needed to so operate the Project in accordance with the requirements imposed under the Grant Agreement Section 2.04.

B. WATER SERVICES. Notwithstanding anything to the contrary in this Agreement, during the term of this Agreement and any subsequent Renewal Terms, Plymouth shall not permanently terminate Medicine Lake's right to use the water system to provide potable water service and wastewater service to the City of Medicine Lake and its occupants.

2. **Incorporation.** Except as provided herein, all terms and provisions of the Agreement shall remain in full force and effect. The changes indicated in this Amendment shall be incorporated into the Agreement.

CITY OF PLYMOUTH

By: _____
Jeffry Wosje, Mayor

And:_____
David Callister, City Manager

CITY OF MEDICINE LAKE

By: _____
Chris Heim, Mayor

And:_____
Therese Polum, Its City Clerk

JOINT POWERS AGREEMENT
BETWEEN
THE CITY OF PLYMOUTH
AND
THE CITY OF MEDICINE LAKE

This Agreement ("Agreement") is entered into this 8th day of September, 2023 ("Effective Date") by and between the **CITY OF PLYMOUTH**, a Minnesota municipal corporation ("Plymouth") and the **CITY OF MEDICINE LAKE**, a Minnesota municipal corporation ("Medicine Lake") hereinafter referred to individually as a "City" and together as the "Cities."

RECITALS

WHEREAS, Minnesota Statutes § 471.59 authorizes two or more governmental units to enter into agreements to jointly or cooperatively exercise any power common to the contracting cities; and

WHEREAS, the City of Plymouth employs designated staff for water production and distribution; and

WHEREAS, Medicine Lake desires to have Plymouth provide potable water service to Medicine Lake.

NOW, THEREFORE, Plymouth and Medicine Lake agree as follows:

1. **POTABLE WATER SERVICES.** Plymouth will provide potable water service to the City of Medicine Lake as an extension of the City of Plymouth's water system. The City of Plymouth shall own and operate said water system within the limits of the City of Medicine Lake, and the City of Medicine Lake shall adopt all of Plymouth's current potable water codes and ordinances as well as future amendments. The City of Plymouth will be responsible for the annual Minnesota Department of Health Consumer Confidence Reports for water quality and reporting of such for the water system serving Medicine Lake in accordance with all rules and regulations. The City of Plymouth will be responsible for making repairs to the watermain system including the main, fittings, hydrants, gate valves, curb stop boxes, and water services from the main to the curb stop box. The City of Medicine Lake or property owners are responsible for the private service pipes beyond the curb stop box. All repairs to the system will be made using the standard practices of the City of Plymouth. The City of Plymouth will notify residents of emergency water shutoffs. The City of Plymouth in coordination with the City of Medicine Lake is responsible for notifying residents of schedule for hydrant flushing and any planned shutoffs. The City of Plymouth reserves the right to contract water repairs to private utility contractors at their discretion. The City of Plymouth and their contractors working on the water system, inspecting the system (which could include flushing leak detection, televising, etc.), or managing the system do not need a right-of-way permit or permission from the City of Medicine Lake to enter the City Limits to perform related work. The City of Plymouth is not responsible for degradation of other Medicine Lake assets, such as roadways, as a result of repairing the water system per standard Plymouth maintenance practices, however the City of Plymouth shall restore the roadway or affected asset as part of a water repair similar to how it repairs its own roadways or affected assets. Any additional work beyond standard practice, such as restoration with anything other than seed, patching the roadway/driveways beyond the limits of the excavation necessary for the repair, will be the responsibility of Medicine Lake. The City of Plymouth and City of Medicine Lake agree to work in good faith to plan scheduled asset replacements and/or roadway reconstructions together when practical and provide two-year minimum notice for major construction improvements.

2. **EMPLOYEE STATUS.** Plymouth employees working to provide potable water service to Medicine Lake shall remain employees of Plymouth and shall not be deemed employees of Medicine

Lake for any purpose. Plymouth shall maintain all required workers' compensation insurance on such employees.

3. **INDEMNIFICATION.** Each City shall be liable for its own acts and the results thereof to the extent provided by law and each City agrees to defend, indemnify and hold harmless the other (including its officials, employees, volunteers and agents), from any liability , claims, causes of action, judgments, damages, losses costs or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of the other City, anyone directly or indirectly employed by the other City, and/or anyone for whose acts and/or omissions the other City may be liable, in the performance or failure to perform its obligations under this Agreement. Each City's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 and other applicable law. The Cities agree that liability under this Agreement is controlled by Minnesota Statute 471.59, subdivision 1a and that the total liability for the Cities shall not exceed the limits on governmental liability for a single unit of government as specified in 466.04, subdivision 1(a).

a. To the fullest extent permitted by law, action by the Parties to this Agreement is intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be a deemed a "single governmental unit" for the purposes of liability, as set forth in Minnesota Statutes, section 471.59, subdivision 1a(a), provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other Party. The total liability for the Parties shall not be added together to exceed the limits on governmental liability for a single governmental unit.

b. *Duty to Notify.* Each City shall promptly notify the other of any claim, action, cause of action or litigation brought against that City, its employees, officers, agents, or subcontractors, which arises out of the services contained in this Agreement and should also notify the other City whenever any City has a reasonable basis for believing that the City, and/or its employees, officers, agents or subcontractors, and/or the other City might become the subject of a claim, action, cause of action or litigation arising out of the services contained in the Agreement. The parties agree this indemnity obligation shall survive the completion or termination of this Agreement.

4. **PAYMENT FOR SERVICES**. Medicine Lake shall be responsible for the following charges:

a. All engineering, design, construction, and construction oversight/inspection of the new water system extended into Medicine Lake.

b. Medicine Lake shall pay Plymouth an annual fee of $23,400.00 starting January 1, 2025, to cover annual maintenance operations and a 4% inflator annually thereafter. As homes connect this fee will be reduced proportionately (based on a total of 136 curb stops available for connection) and furthermore, the fee will be eliminated upon 75% of the 136 curb stops being connected to the water system.

c. A water area charge ("WAC") in the amount of $510,000.00 is owed to Plymouth based on 95.5 acres of serviceable area within Medicine Lake. Of this amount, 25% shall be due on January 1, 2025, with the remaining 75% collected with each individual water hookup permit as homes connect to the water system ($2,813.00 per property assuming 136 total curb stop connections). Effective January 1, 2026, and annually thereafter the $2,813 WAC charge per hookup will be adjusted consistent with the annual rate increases set by the Plymouth City Council. As an example, the WAC specific charge at time of connection is as follows:

i. 2025 or before = $2,813.00 (this amount is set)

ii. 2026 = $2,925.00 (assumes a 4% Council adjustment and is subject to change)

iii. 2027 = $3,040.00 (assumes a 4% Council adjustment and is subject to change)

iv. Etc...

d. All other permit fees and building permit costs required as part of the water service connection will be paid by Medicine Lake homeowners upon time of connection when permitted through the City of Plymouth at the Council set rates for that year. This includes but is not limited to the Residential Equivalent Connection Charge (WREC), Water Connection Permit, Plumbing Permit, and Meter Fee.

e. A capital depreciation charge of double the then-current annual maintenance operation fee will be levied annually after 10 years if 75% of the 136 available curb stops are not connected to the water system. The capital depreciation charge shall terminate at such time as seventy-five (75%) of the 136 curb stops connect to the water system.

f. Plymouth shall reimburse the City of Medicine Lake for design and construction of the potable water extension and road work associated with 15th Avenue within the limits of the City of Plymouth. Plymouth shall have the opportunity to review and approve all costs associated with the design and construction of the improvements associated with 15th Avenue.

5. **TERM.** This Agreement is for a period of thirty (30) years (the "Initial Term") from the Effective Date, except that the Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term") unless either party provides written notice of termination of the Agreement not less than one hundred eighty (180) days before the end of the Initial Term or the end of any Renewal Term.

6. **MINNESOTA GOVERNMENT DATA PRACTICES ACT** (Minn. Stat.Chap.13 and related statutes). All data collected, created, received, maintained, or disseminated, in any form, for any purposes because of the Agreement is governed by the Minnesota Government Data Practices Act (Minn.Stat.Chap.13 and related statutes), as amended, the Minnesota Rules implementing such Act, as amended, as well as Federal Regulations on data privacy. The person responsible for release of all data under this Agreement shall be identified by each party.

7. **ENTIRE AGREEMENT.** This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the parties and contains the entire agreement of the parties related to potable water services. The JPAs related to such entered into between the two parties in July 2011 and April 2022 are hereby terminated.

8. **AMENDMENTS.** Any modification or amendment to this Agreement shall require a written agreement signed by all parties.

9. **NOTICE.** Any notice, statement or other written documents required to be given under this Agreement shall be considered served and received if delivered personally to the other party, or if deposited in the U.S. First Class mail, postage prepaid, as follows:

a. Notice to: City of Plymouth
City Manager
3400 Plymouth Boulevard
Plymouth, Minnesota 55447

b. Notice to: City of Medicine Lake
City Clerk
10609 South Shore Drive
Medicine Lake, Minnesota 55441

CITY OF PLYMOUTH

By: Jeffry Wosje (Sep 8, 2023 17:48 CDT)

Jeffry Wosje, Mayor

And: Dave Callister

David Callister, City Manager

CITY OF MEDICINE LAKE

By: Chris Heim

Chris Heim, Its Mayor

And: Therese Polum
Therese Polum (Sep 7, 2023 19:26 CDT)

Therese Polum, Its City Clerk

CITY OF MEDICINE LAKE
RESOLUTION # 23- 18

RESOLUTION AUTHORIZING EXECUTION OF JOINT POWERS AGREEMENT BETWEEN THE CITY OF MEDICINE LAKE AND THE CITY OF PLYMOUTH FOR POTABLE WATER SERVICE

BE IT RESOLVED by the City Council of the City of Medicine Lake as follows:

WHEREAS, the City of Medicine Lake is requesting potable water service from the City of Plymouth to service the properties within the corporate limits of the City of Medicine Lake; and

WHEREAS, the City of Plymouth has agreed to provide potable water services to the City of Medicine Lake per the terms outlined in the Joint Powers Agreement; and

WHEREAS, state law expressly allows the execution of joint powers agreements.

NOW THEREFORE, BE IT RESOLVED, that the City Council of Medicine Lake that the joint powers agreement with the City of Plymouth is conditionally approved pending Councilmember McNaughton and the City Attorney final reviews and the Major and City Clerk are authorized to execute the agreement.

The foregoing resolution was moved by Councilmember Shaffer and seconded by Councilmember Hovey.

The following Councilmembers voted in the affirmative:
Shaffer, Hovey, Heim, McNaughton, Tomczik

The following Councilmembers voted in the negative / absent: None
ADOPTED:

Chris Heim, Mayor

Attest: Therese Polum, City Clerk

CITY OF PLYMOUTH

RESOLUTION NO. 2023-221

RESOLUTION AUTHORIZING EXECUTION OF JOINT POWERS AGREEMENT BETWEEN THE CITY OF MEDICINE LAKE AND THE CITY OF PLYMOUTH FOR POTABLE WATER SERVICE

WHEREAS, the City of Medicine Lake is requesting potable water service from the City of Plymouth to service the properties within the corporate limits of the City of Medicine Lake; and

WHEREAS, the City of Plymouth has agreed to provide potable water service to the City of Medicine Lake per the terms outlined in the Joint Powers Agreement; and

WHEREAS, state law expressly allows the execution of joint powers agreements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that the joint powers agreement with the City of Medicine Lake is approved and the Mayor and City Manager are authorized to execute the agreement.

APPROVED by the City Council on this 22nd day of August, 2023.

Medicine Lake JPA potable water

Final Audit Report 2023-09-08

Created:	2023-09-06
By:	Lisa Stromberg (lstromberg@plymouthmn.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAa2ksnm-CifOnxGZ9LC2VKLCbUilSZB34

"Medicine Lake JPA potable water" History

Document created by Lisa Stromberg (lstromberg@plymouthmn.gov)
2023-09-06 - 2:35:33 PM GMT

Document emailed to Michael Thompson (mthompson@plymouthmn.gov) for approval
2023-09-06 - 2:40:14 PM GMT

Email viewed by Michael Thompson (mthompson@plymouthmn.gov)
2023-09-06 - 2:41:04 PM GMT

Document approved by Michael Thompson (mthompson@plymouthmn.gov)
Approval Date: 2023-09-06 - 2:43:40 PM GMT - Time Source: server

Document emailed to city_clerk@cityofmedicinelake.com for signature
2023-09-06 - 2:43:41 PM GMT

Email viewed by city_clerk@cityofmedicinelake.com
2023-09-08 - 0:23:33 AM GMT

Signer city_clerk@cityofmedicinelake.com entered name at signing as Therese Polum
2023-09-08 - 0:26:27 AM GMT

Document e-signed by Therese Polum (city_clerk@cityofmedicinelake.com)
Signature Date: 2023-09-08 - 0:26:29 AM GMT - Time Source: server

Document emailed to cheim@cityofmedicinelake.com for signature
2023-09-08 - 0:26:31 AM GMT

Email viewed by cheim@cityofmedicinelake.com
2023-09-08 - 9:42:09 AM GMT

Signer cheim@cityofmedicinelake.com entered name at signing as CHris Heim
2023-09-08 - 9:43:26 AM GMT

Adobe Acrobat Sign

Document e-signed by CHris Heim (cheim@cityofmedicinelake.com)
Signature Date: 2023-09-08 - 9:43:28 AM GMT - Time Source: server

Document emailed to Dave Callister (dcallister@plymouthmn.gov) for signature
2023-09-08 - 9:43:29 AM GMT

Email viewed by Dave Callister (dcallister@plymouthmn.gov)
2023-09-08 - 3:08:06 PM GMT

Document e-signed by Dave Callister (dcallister@plymouthmn.gov)
Signature Date: 2023-09-08 - 3:09:21 PM GMT - Time Source: server

Document emailed to jwosje@plymouthmn.gov for signature
2023-09-08 - 3:09:23 PM GMT

Email viewed by jwosje@plymouthmn.gov
2023-09-08 - 10:48:30 PM GMT

Signer jwosje@plymouthmn.gov entered name at signing as Jeffry Wosje
2023-09-08 - 10:48:51 PM GMT

Document e-signed by Jeffry Wosje (jwosje@plymouthmn.gov)
Signature Date: 2023-09-08 - 10:48:53 PM GMT - Time Source: server

Agreement completed.
2023-09-08 - 10:48:53 PM GMT

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CITY OF PLYMOUTH

RESOLUTION NO. 2024-112

RESOLUTION APPROVING AN AMENDMENT TO THE JOINT POWERS AGREEMENT BETWEEN THE CITY OF MEDICINE LAKE AND THE CITY OF PLYMOUTH FOR POTABLE WATER SERVICE

WHEREAS, on or about September 8, 2023, the City of Plymouth entered into a Joint Powers Agreement (the "Agreement") with the City of Medicine lake regarding the City of Plymouth providing potable water service to the citizens of the City of Medicine Lake; and

WHEREAS, the Agreement states that the City of Plymouth will own and operate the water system within the geographical limits of the City of Medicine lake; and

WHEREAS, the City of Medicine Lake has or will obtain funds through the State of Minnesota bonding process to construct water service improvements in the City of Medicine Lake; and

WHEREAS, the State of Minnesota requires certain revisions to the Agreement in order for the City of Medicine Lake to be in compliance with the requirements for funding through the State of Minnesota bonding process; and

WHEREAS, the City Council has reviewed the attached Amendment to the Joint Powers Agreement ("Amendment") which includes the revisions required by the State of Minnesota.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that the amendment to the joint powers agreement is approved.

APPROVED by the City Council on this 26th day of March, 2024.

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) SS.

The undersigned, being the duly qualified and appointed Deputy 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 March 26, 2024 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 _____, _____.

_____
Deputy City Clerk

EXHIBIT "A"

**FIRST AMENDMENT
TO THE JOINT POWERS AGREEMENT BETWEEN THE CITY OF PLYMOUTH AND THE CITY OF MEDECINE LAKE**

THIS FIRST AMENDMENT TO THE JOINT POWERS AGREEMENT ("Amendment") dated as of _____, 2024 by and between the City of Plymouth, a Minnesota municipal corporation ("Plymouth") and the City of Medicine Lake, a Minnesota municipal corporation ("Medicine Lake") (collectively, the "Cities"), both of which are parties to the Joint Powers Agreement.

RECITALS

WHEREAS, the Cities entered into a Joint Powers Agreement dated September 8, 2023 ("Agreement") related to the Plymouth's provision of potable water service to the citizens of Medicine Lake; and

WHEREAS, the City of Medicine Lake is or will obtain funds through the State of Minnesota bonding process to construct water service improvements in the City of Medicine Lake; and

WHEREAS, the Cities desire to amend the Agreement to comply with the State of Minnesota bonding standards in order for Medicine Lake to receive the bonding proceeds.

NOW THEREFORE, the Cities agree to amend the Agreement as follows:

1. **Amendment to Paragraph 1 of the Agreement.** Paragraph 1 of the Agreement is amended to add subparagraphs A and B to read as follows:

A. **MMB GRANT AGREEMENT PREVAILS**. Plymouth and Medicine Lake acknowledge the existence of a Minnesota Management and Budget ("MMB") Grant Agreement between Medicine Lake and the Minnesota Public Facilities Authority ("Grant Agreement"), which imposes further conditions and restrictions upon the construction, ownership, use, and operation of the public water system improvements constructed pursuant to Laws of Minnesota 2023. Chapter 72, Article 1, Section 23, Subdivision 17 ("Project"), and agree that the terms and conditions of the Grant Agreement shall prevail over any inconsistent terms in this Agreement. Special provisions include, but are not limited to, the following:

9.14.1 Plymouth and Medicine Lake agree, upon direction from the Commissioner of MMB ("Commissioner"), to take such actions and furnish such documents as the Commissioner deems necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation.

9.14.2 Plymouth and Medicine Lake agree not to create or allow, without the prior written consent of the State of Minnesota and the Commissioner, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Project or the Project

property, on any Plymouth or Medicine Lake ownership interest in the Project or the Project property, or Plymouth and Medicine Lake's shared interest in the Agreement, regardless whether such lien or encumbrance is superior or subordinate; provided, however, the State and the Commissioner will consent, in writing, to any such lien or encumbrance that secures repayment of a loan the repayment of which will not impair or burden the funds needed to operate the portion of the Project and the Project property that is the subject of this Agreement in the manner specified in the Grant Agreement Section 2.04 and for which the entire amount is used (1) to acquire additional real property that is needed to so operate the Project in accordance with the requirements imposed by the Grant Agreement Section 2.04 and will be included in and as part of Medicine Lake's and Plymouth's ownership of the Project and the Project property, and or (2) to pay for capital improvements that are needed to so operate the Project in accordance with the requirements imposed under the Grant Agreement Section 2.04.

B. WATER SERVICES. Notwithstanding anything to the contrary in this Agreement, during the term of this Agreement and any subsequent Renewal Terms, Plymouth shall not permanently terminate Medicine Lake's right to use the water system to provide potable water service and wastewater service to the City of Medicine Lake and its occupants.

2. **Incorporation.** Except as provided herein, all terms and provisions of the Agreement shall remain in full force and effect. The changes indicated in this Amendment shall be incorporated into the Agreement.

CITY OF PLYMOUTH

By: _____
Jeffry Wosje, Mayor

And:_____
David Callister, City Manager

CITY OF MEDICINE LAKE

By: _____
Chris Heim, Mayor

And:_____
Therese Polum, Its City Clerk

City of Plymouth

Agenda Number: **6.6**

Regular City Council

March 26, 2024

To:	Dave Callister, City Manager
Prepared by:	Lori Sommers, Senior Planner
Reviewed by:	Grant Fernelius, Community and Economic Development Director
Item:	**Approve a variance to allow a detached garage in the front yard located at 12001 County Road 10 (Cheney -- 2024005)**

1. Action Requested:

Adopt the attached resolution approving a variance to allow a detached garage in the front yard located at 12001 County Road 10.

Approval requires a 4/7 vote of the Council.

2. Background:

On March 20, 2024, the Planning Commission conducted a public meeting and subsequently voted to recommend approval. A copy of the Planning Commission's report is attached. Notice of the Planning Commission's public meeting was mailed to all property owners within 200 feet of the site.

3. Budget Impact:

NA

4. Attachments:

Planning Commission Report
Location Map
Applicant Plans
City Council Resolution 2024-113

City of Plymouth

To: Plymouth Planning Commission

From: Lori Sommers, Senior Planner (763-509-5457)
Community and Economic Development Department

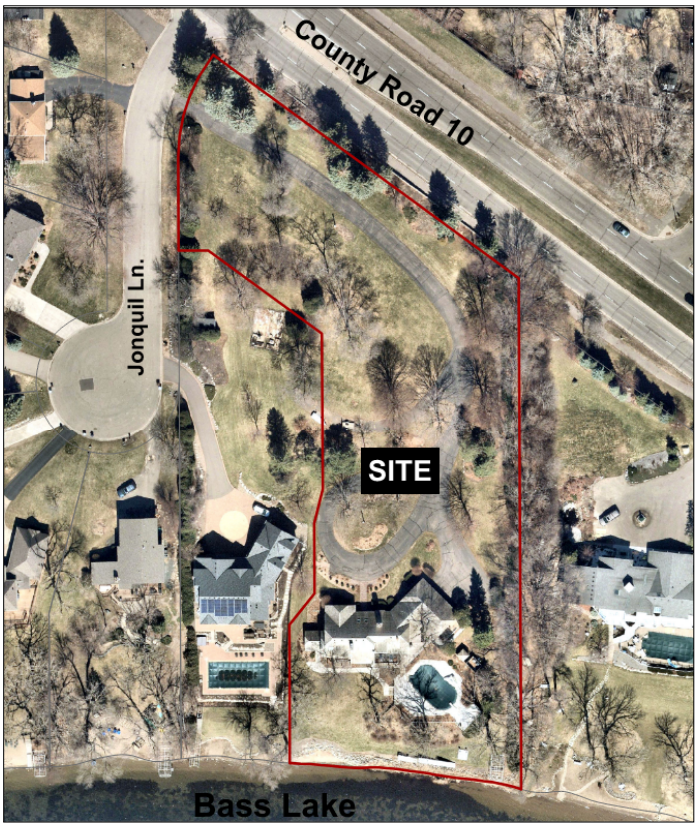
Subject: Joseph Cheney
Variance to allow a detached garage in the front yard
2024005

Deadline: July 24, 2024

Summary
Request for a variance to allow the construction of a detach garage in the front yard at 12001 County Road 10. Under the plan, a 696-square foot detached garage would be constructed in the front yard of the existing home. The proposed garage would be 15 feet tall and be designed to match the existing home.

1) Variance – detached garage in the front yard

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



Recommended Action
Community and Economic Development Department Staff recommend approval of the variance for the construction of the detached garage in the front yard.

Site Information

Zoning and Land Use

The property is zoned RSF-1 (single family detached 1) and guided LA-1 (living area 1) which allows 2-3 dwelling units per acre.

	Zoning	Land Use Designation (2040 Comprehensive Plan)
Subject Property	RSF-1	LA-1
North	RSF-2	LA-2
East	RSF-1	LA-1
South	NA	NA
West	RSF-1	LA-1

School District

The site is in the Osseo school district (#279).

Natural Characteristics of Site

The site lies in the Shingle Creek Watershed District. The site contains a small amount of land in the Floodplain along the shore of Bass Lake and is entirely within the Shoreland Overlay District. There are no wetlands on the site.

Previous City Actions Affecting Site

- The home was built in 1978.
- The subject property was created in 2002 when the City Council approved a preliminary and final plat "Scherer Basslake subdivision" for two single family lots.
- In 2023, the Planning Commission reviewed a request for a preliminary plat and variances for a 2-lot subdivision. The applicant withdrew the applications prior to City Council.

Analysis of Request

The applicant requests to construct a 29-foot by 24-foot detached garage in the front yard of the existing home. The proposed garage would be 15 feet tall and be designed to match the existing home. The zoning code states that no more than two detached accessory buildings are allowed per property. The applicant currently has two existing accessory structures, one next the pool in the rear yard and one just east of the home. The applicant is proposing to remove an existing 96-square foot shed that is located just east of the home.

The existing home is setback approximately 307 feet from the front property line where 25 feet is specified by the zoning ordinance. The backyard of the home abuts Bass Lake and has a sanitary sewer line running between the existing pool and the Bass Lake.

Site Plan

RSF-1 District Standards			
	Required	**Proposed**	**Complies?**
Structure Setbacks - Accessory			
Front	NA	123’	No*
Side (West)	15’ (next to home) 6’ (rear of home)	37.9’	Yes
Side (East)	15’ (next to home) 6’ (rear of home)	90.9’	Yes
Building Height – over 200sf	15’	15’	Yes
Impervious Surface	25% max.	23.1%	Yes

**Requires variance to be in front yard*

Variances

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

1. Would the variance, and its resulting construction or project, be in harmony with the general purposes and intent of the Zoning Ordinance, and be consistent with the comprehensive plan?
   Finding: Staff finds that the request is in harmony with the general purpose of the zoning ordinance and comprehensive plan.

2. Is the variance request based exclusively upon economic considerations?
   Finding: Staff finds that the request is not solely based on economic considerations but based upon the unique characteristics of the property since much of the land is in front of the existing home. The applicants are requesting the variance in order to construct additional garage/storage space.

3. Would the variance, and its resulting construction or project, be detrimental to the public welfare, or would it be injurious to other land or improvements in the neighborhood?
   Finding: Staff finds that the request would not be detrimental to the public welfare and would not be injurious to other land/improvements in the neighborhood.

4. Would variance, and its resulting construction or project, impair an adequate supply of light and air to adjacent properties? Or would it substantially increase traffic congestion in public streets, increase the danger of fire, endanger the public safety, or substantially diminish property values within the neighborhood?
   Finding: Staff finds that the request would not impair light and air, nor increase traffic, risk of fire, nor endanger the public safety, nor dimmish property values in the neighborhood. The detached garage would comply with the minimum setbacks required for a home. The proposed project will be setback over 100 feet from the front lot line and will be a minimum setback of 37 feet from the side lot lines.
   a. Does the applicant propose to use the property in a reasonable manner permitted by this Chapter?
      Finding: Staff finds that the request is reasonable. The property will be used in a reasonable manner, as permitted by the zoning ordinance. Upon the granting of the variance, the project will comply with the zoning ordinance. The front yard is the most feasible location for additional garage space.
   b. Is the plight of the landowner due to circumstances unique to the property that were not created by the landowner?
      Finding: Staff finds that the variance request is due to the unique property, and the property characteristics were not caused by the landowner.
   c. The variance, if granted, would not alter the essential character of the locality?
      Finding: Staff finds that the request would not alter the essential character of the locality.

5. Is the variance requested the minimum action required to address or alleviate the practical difficulties?
   Finding: Staff finds that the variance is the minimum action required to address the unique site characteristics.

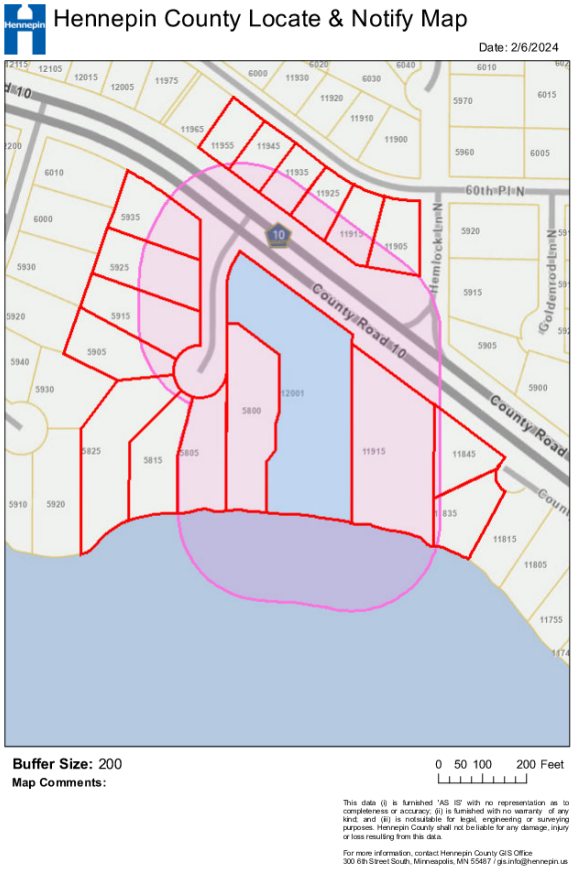
Level of Discretion in Decision-Making

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

City of Plymouth

Public Notice

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





2024005
12001 County Road 10
Request for Variance

Legend

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

City of Plymouth

City of Plymouth

Community and Economic Development Department
3400 Plymouth Blvd
Plymouth, MN 55447
(763) 509-5450

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

Shed in front Yard.

I would like to put a shed in front Yard, and remove 1 of the existing Sheds to create more Storage, there is not enough room in the Side Yard to meet Setbacks.

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

Yes, In the estate setting that it is there is an abundance of land in the front Yard and would fit right in the lot Quite nice.

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

no, Ive Spoken with Both Direct neibors and they are ok with it.

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

no, With the Setbacks it Should not effect any light to the neibors property and there will not be any increase to traffic after the construction is done. even if the shed caught fire it Should'nt Spread with the proposed 15' Set back and gap between vegitation

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

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

We plan on the use to meet all city requirements for the Sole use of Storage.

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

Yes the Building will be used as Storage and also help keep the property very neat and orderly.

City of Plymouth

Community and Economic Development Department
3400 Plymouth Blvd
Plymouth, MN 55447
(763) 509-5450

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

no. We plan on Using Brick, Stucco & Cedar Shakes to Match the house.

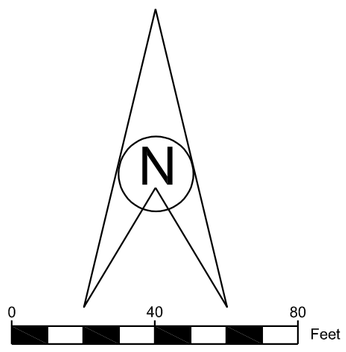
Is the variance request based exclusively upon economic considerations? Explain.

Yes, with the Current remodel this will provide the estate with adiquate Storage for the size of the home & maintence that it will require.

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

Yes. When the previos owners Subdivided they did not leave any room on the Sides for Such Buildy and the Uniqueness of the Shape left a lot of unused Space in the front Yard, therefore it would be a perfect place for a new Out Building. the existing Shed flagged to be removed if very Small and mice infested.

Certificate of Survey

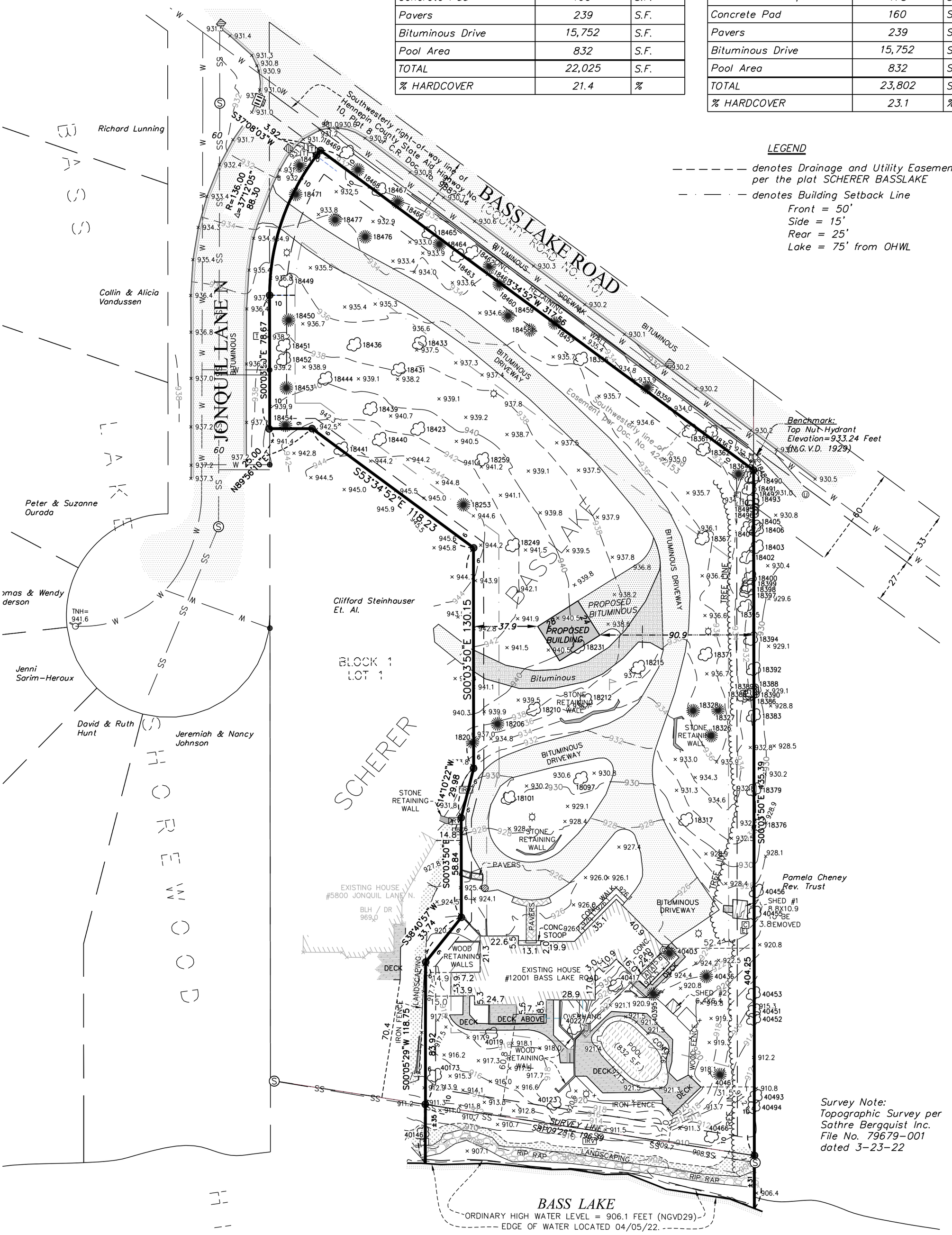


Property Description:

Lot 2, Block 1, SHERER BASSLAKE, Hennepin County, Minnesota, according to the recorded plat thereof.

EXISTING HARDCOVER CALCULATIONS:		
AREA TO OHWL =	102,885±	S.F.
	AREA	
Existing House	4,061	S.F.
Shed #1	95	S.F.
Shed #2	40	S.F.
Retaining Walls	212	S.F.
Conc. Stoop	36	S.F.
Concrete Walk	120	S.F.
Concrete Pool Apron	478	S.F.
Concrete Pad	160	S.F.
Pavers	239	S.F.
Bituminous Drive	15,752	S.F.
Pool Area	832	S.F.
TOTAL	22,025	S.F.
% HARDCOVER	21.4	%

PROPOSED HARDCOVER CALCULATIONS:		
AREA TO OHWL =	102,885±	S.F.
	AREA	
PROPOSED BUILDING	690	S.F.
PROPOSED BIT. DRIVEWAY	1,182	S.F.
Existing House	4,061	S.F.
Shed #2	40	S.F.
Retaining Walls	212	S.F.
Conc. Stoop	36	S.F.
Concrete Walk	120	S.F.
Concrete Pool Apron	478	S.F.
Concrete Pad	160	S.F.
Pavers	239	S.F.
Bituminous Drive	15,752	S.F.
Pool Area	832	S.F.
TOTAL	23,802	S.F.
% HARDCOVER	23.1	%



● denotes iron monument found

○ denotes 1/2 inch by 14 inch iron pipe set and marked by License #40062

Project No. 22-0285

www.ottoassociates.com
9 West Division Street
Buffalo, MN 55313
(763)682-4727
Fax: (763)682-3522

OTTO ASSOCIATES
Engineers & Land Surveyors, Inc.

Requested By: Joe Cheney

Date: 8-23-23

Drawn By: N.N.B.

Checked By: P.E.O.

Scale: 1"=40'

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

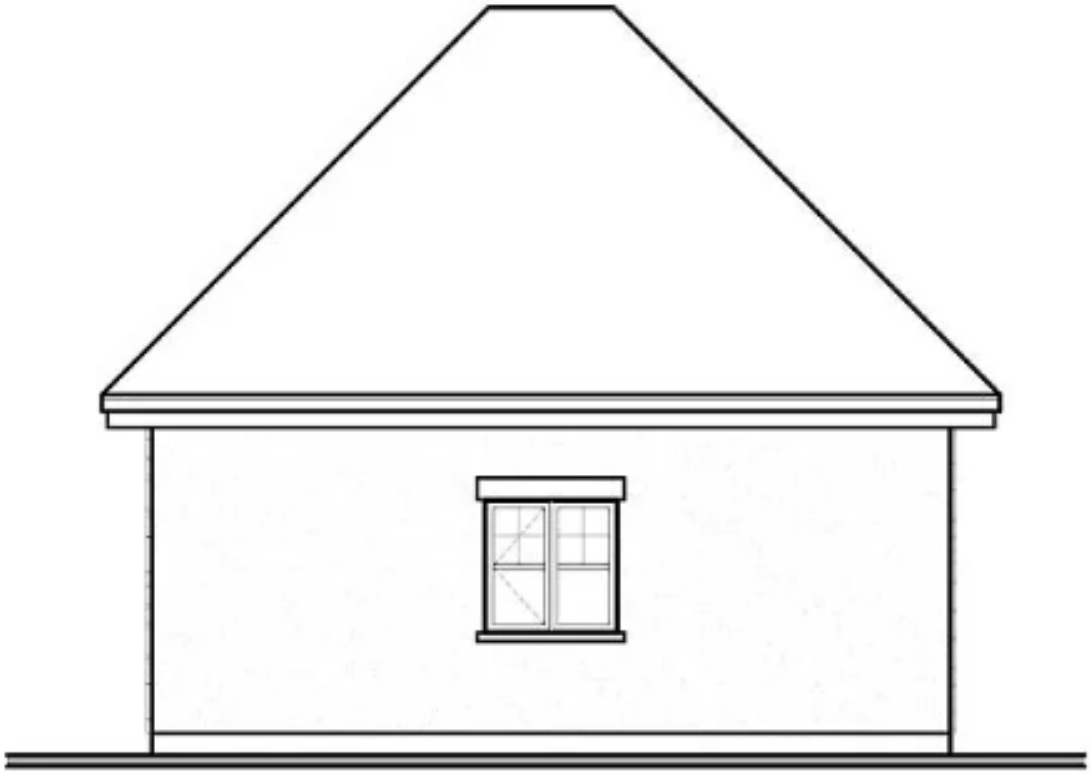
Paul E. Otto
License #40062 Date: 02-06-23

Certificate of Survey on Lot 2, Block 1, SCHERER BASSLAKE, Hennepin County, Minnesota.

Revised:
10-09-23 B.M.H. CONC. PAVER HARDCOVER ADDITION
02-06-24 B.M.H. PROPOSED BUILDING SIZE



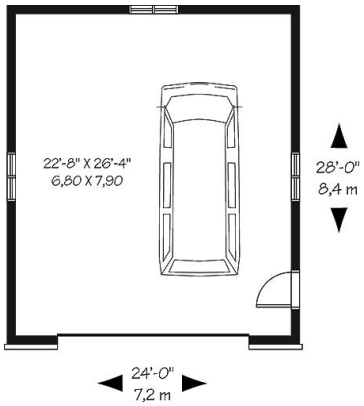
Front rendering



Rear

THD-4679, COBBLE LANE

Add to Favorites



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Stories: 1
Total Living Area: 672 s.f.
First Floor: 672 s.f.
Bedrooms: 0
Full Baths: 0, **Half Baths:** 0
Width: 24 ft. **Depth:** 28 ft.
Foundation:
Floating slab (included), Monolithic slab

Click on images to enlarge

Close and return to plan page



Front rendering



Rear

CITY OF PLYMOUTH

RESOLUTION NO. 2024-113

RESOLUTION APPROVING A VARIANCE FOR JOSEPH CHENEY, FOR PROPERTY LOCATED AT 12001 COUNTY ROAD 10 (2024005)

WHEREAS, Joseph Cheney has requested approval of a variance to allow a detached garage in the front yard where the side and rear yards are specified; and

WHEREAS, the variance would allow construction of a detached garage in the front yard of the existing home; and

WHEREAS, the subject site is presently legally described as follows:

Lot 2, Block 1, Scherer Basslake, Hennepin County, MN

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

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA, that it should and hereby does approve the request by Joseph Cheney for a variance to allow a detached garage in the front yard where the side or rear yard is specified, for 12001 County Road 10, subject to the following conditions:

1. The requested variance is hereby approved to allow an 24-foot by 29-foot detached garage in the front yard, in accordance with the application and plans received by the city on January 30, 2024, with additional information on February 5, 2024, and February 6, 2024, except as may be amended by this resolution.

2. The requested variance is approved, based on the finding that all applicable variance standards have been met. Specifically:

    a. The variance, and the resulting construction, would be in harmony with the general purposes and intent of this Chapter, and would be consistent with the comprehensive plan.

    b. The applicant has demonstrated that there are practical difficulties in complying with the ordinance regulations, because:

        i. The requests are reasonable, and the property would be used in a reasonable manner; and
        ii. The requests are due to circumstances not created by the landowners; and
        iii. The variances would not alter the essential character of the lot or neighborhood.

c. The variance request is not based exclusively upon economic considerations but rather, the variance is requested to make improvements to the lot to make it more usable.

d. The requested variance and resulting construction would not be detrimental to the public welfare, nor would it be injurious to other land or improvements in the neighborhood.

e. The requested variance and resulting construction, would not impair an adequate supply of light and air to adjacent properties, nor would it substantially increase traffic congestion in public streets, increase the danger of fire, endanger the public safety, or substantially diminish property values within the neighborhood.

f. The variance requested is the minimum action required to address the practical difficulties and allow the owner to improve the livability of the property.

2. A building permit is required prior to commencement of the project.

3. An electrical permit and a mechanical permit are required prior to commencement of the project.

4. The detached garage shall be compatible with the existing home in materials, and design.

5. The variance shall expire one year after the date of approval, unless the property owner or applicants have commenced the authorized improvement or use, or unless the applicants, with the consent of the property owner, have received prior approval from the city to extend the expiration date for up to one additional year, as regulated under section 21030.06 of the Zoning Ordinance.

APPROVED by the City Council on this 26th day of March, 2024.

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) SS.

The undersigned, being the duly qualified and appointed Deputy 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 March 26, 2024, 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 _____, _____.

_____
Deputy City Clerk

City of Plymouth

Agenda Number: **6.7**

Regular City Council

March 26, 2024

To: Dave Callister, City Manager

Prepared by: Ali Timpone, Human Resources Director

Reviewed by: Dave Callister, City Manager

Item: **Approve 2024 Labor Agreement with Law Enforcement Labor Services, Local 521, Representing Plymouth Police Captains**

1. Action Requested:

Adopt attached resolution approving the 2024 labor agreement with Law Enforcement Labor Services (LELS), Local 521, representing Plymouth Police Captains.

2. Background:

The city's first bargaining agreement with LELS Police Captains expired on December 31, 2023. The proposed one-year labor agreement, which has been ratified by the members of the bargaining unit, provides for the following changes:

Wages
In accordance with the citywide compensation study, and consistent with the application of the study results for other groups, staff has proposed a standard wage adjustment of 3% plus an additional 2% market adjustment to make progress toward target pay.

Benefits
This group has agreed to receive the same employer contribution for benefits programs that the city offers to non-represented groups. The waiting period for injury on duty (IOD) benefits has been reduced from 80 hours to 40 hours to be consistent with other groups in the police department.

3. Budget Impact:

The proposed agreement is within the established parameters set by the City Council in the 2024 budget.

4. Attachments:

Contract
City Council Resolution 2024-114

LABOR AGREEMENT

BETWEEN

THE CITY OF PLYMOUTH

AND

LAW ENFORCEMENT LABOR SERVICES, INC.
Local 521 (Captains)

JANUARY 1, 2024 - DECEMBER 31, 2024

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ARTICLE I. PURPOSE OF AGREEMENT

This agreement is entered into between the City of Plymouth, hereinafter called Employer, and Law Enforcement Labor Services, Inc (Local #521), hereinafter called the Union. The intent and purpose of this agreement is to:

1.1 Establish procedures for the resolution of disputes concerning this agreement's interpretation and/or application; and

1.2 Place in written form the parties' agreement upon terms and conditions of employment for the duration of the agreement.

ARTICLE II. DEFINITIONS

2.1 LELS: Law Enforcement Labor Services.

2.2 Employee: An employee whose classification falls within the bargaining unit listed in Article III (Recognition).

2.3 Member: A member of the LELS bargaining unit to which this contract applies.

2.4 Employer: The City of Plymouth.

2.5 Exempt Employee: An employee specifically exempt from the overtime compensation provisions of applicable FLSA legislation, because their primary duty is management, administration or work of a professional nature. Exempt employees are expected to work the number of hours necessary to fulfill their responsibility and effectively perform their duties, which often requires work in excess of 40 hours per week or 80 hours per pay period.

2.6 Police Chief: The top sworn law enforcement position at the City of Plymouth.

ARTICLE III. RECOGNITION

3.1 The Employer recognizes LELS as the exclusive representative of an appropriate bargaining unit of city employees, pursuant to Bureau of Mediation Services, Case No. 22PCL2085, and consisting of:

> All essential licensed captains employed by the City of Plymouth Police Department, Plymouth, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding confidential, supervisory, and all other employees.

ARTICLE IV. EMPLOYER RIGHTS

4.1 The Employer retains the sole and exclusive right to determine the functions and programs of the city, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel, reprimand or otherwise discipline Employees, hire, promote, transfer, and assign Employees to work; determine the number of hours and days to be worked; maintain the efficiency of Employees, close

down buildings or any part thereof, or expand, reduce, alter, combine, transfer cease any job, department, operation or service; subcontract any work done by the Employees, control and regulate the use of equipment and other property of the Employer; determine the number, location and operation of buildings, and divisions and departments thereof, the assignment of work and the size and composition of the work force, make or change rules, policies; introduce new or improved research, development, maintenance, service methods, materials, or otherwise generally manage the city, direct the Employees, and to perform any inherent managerial function not specifically limited by this Agreement. The Employer's non-exercise of its rights in a particular way shall not be deemed a waiver of its rights to exercise such rights or to preclude the Employer from exercising the same in some other way not in conflict with this Agreement.

4.2 Effect of Laws, Rules and Regulations. LELS recognizes that all Employees covered by this Agreement shall perform the services prescribed by the Employer and shall be governed by the laws of the State of Minnesota, and by Employer rules, regulations, directives and orders, issued by properly designated officials. LELS also recognizes the right, obligation and duty of the Employer and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the Employer insofar as such rules, regulations, directives and orders do not conflict with the terms of this Agreement.

4.3 Reservation of Management Rights. The enumeration of the rights and duties of the Employer in this Agreement shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein and all management rights and management functions not expressly delegated in this Agreement are reserved to the Employer.

ARTICLE V. SENIORITY AND PROBATION

5.1 Bargaining unit seniority shall be defined as a regular full-time Employee's length of continuous service within the bargaining unit. "Last hiring date" shall mean the date upon which an Employee first reported for work at the direction of the Employer, since which the employee has not quit, retired, been transferred outside the bargaining unit or been discharged. In the event two or more Employees are directed by the Employer to report to work on the same date, then and in that event, the seniority of those employees will be based upon their respective rating on the eligibility list for employment from which they were selected for employment by the Employer. No time shall be deducted from an Employee's seniority date due to absences occasioned by any authorized leaves or for layoffs.

5.2 All regular, full-time Employees shall be probationary Employees during the first twelve (12) months of their service in the bargaining unit. During the probationary period, the Employee shall have no seniority status. At the conclusion of the probationary period,

the Employee's name shall be added to the seniority list as of the hiring date in the bargaining unit. Promoted or reassigned employees who do not successfully complete probation as determined by the Chief of Police shall be returned to their previous position; such employees may be terminated for just cause.

5.3 In the event of a layoff due to lack of work, regular Employees with the least bargaining unit seniority shall be the first to be laid off. The Employer shall give the affected Employee not less than two (2) weeks advance written notice of layoff. In the event of rehire, the last Employee laid off shall be the first to be rehired provided he/she is the most qualified individual for the position as determined by the Employer.

5.4 An Employee's bargaining unit seniority shall be terminated:
(a) If the Employee quits, retires, is demoted, or is discharged for cause.
(b) If, when recalled to work following a layoff, the Employee fails to report to work as directed by the Employer.

5.5 An employee who has been promoted out of the bargaining unit but within the department may retain their accrued bargaining unit seniority if they do not complete the probationary period for the higher position but is otherwise in good standing with the department.

ARTICLE VI. WORK SCHEDULE

6.1 The Employer has sole authority in establishing work schedules.

6.2 Nothing contained herein shall be construed as a guarantee of a minimum or maximum number of hours the Employer may assign Employees.

ARTICLE VII. DISCIPLINE

7.1 New Employees and Employees who have been rehired shall be on a twelve (12) month probationary period and may be discharged by the Employer in its sole and exclusive discretion at any time during such twelve (12) months' probationary period. Employees who have completed the probationary period may be disciplined for just cause. Promoted or reassigned employees who do not successfully complete probation as determined by the Chief of Police shall be returned to their previous position; such employees may be terminated for just cause.

7.2 Discipline may be in one or more of the following forms:
(a) oral reprimand.
(b) written reprimand.
(c) suspension.
(d) demotion; or
(e) discharge.

7.3 Notices of suspension, demotions, and discharges will be in written form and will state the reasons for the action taken. Suspensions will set forth the time period for which the suspension shall be effective. Demotions will state the classification to which the Employee is demoted. LELS shall be provided with a copy of each such notice.

7.4 Employees may examine their own personnel files at reasonable times under the direct supervision of the Employer.

7.5 Grievances relating to this Article may be initiated by LELS at Step 2 in Section 8.5 of the Grievance Procedure.

ARTICLE VIII. GRIEVANCE PROCEDURE

8.1 Definition: A "grievance" is a dispute or disagreement over the interpretation or application of the specific terms and conditions of this Agreement.

8.2 Union Representatives: The Employer will recognize a representative designated by the Union as the grievance representative of the bargaining unit having the duties and responsibilities established by this Article. The Union will notify the Employer in writing of the names of those designated to serve as Union Representatives.

8.3 Processing of a Grievance: It is recognized and accepted by the Union and the Employer the processing of grievances is limited by the job duties and responsibilities of the employees and will therefore be accomplished during normal working hours when consistent with such employees' duties and responsibilities. The aggrieved employee and the Union Representative will be released from work, without loss of pay, to attend meetings or hearings pursuant to this Article provided the employee and the Union Representative have notified and received the approval of the Employer who has determined such absence is reasonable and would not be detrimental to the work programs of the Employer.

8.4 Waiver: If a grievance is not presented within the time limits set forth below, it will be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it will be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the Employer and the Union.

8.5 Procedure: Grievances, as defined by Article 8.1, will be resolved in conformance with the following procedure:

Step 1: An employee claiming a violation concerning the interpretation or application of this Agreement will, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the

employee's immediate supervisor. The supervisor will discuss and give a verbal answer to such Step 1 grievance within ten (10) calendar days after receipt.

If the Employee is not satisfied with the supervisor's response, the Employee shall commit the grievance to writing and submit it to the employee's immediate supervisor within ten (10) calendar days after receipt of the supervisor's verbal response. The supervisor shall respond in writing to the written submission within ten (10) calendar days after receipt.

If an Employee is not satisfied with the disposition of the grievance, at Step 1 the Union may within ten (10) calendar days after receipt of the disposition of the Step 1 grievance submit the Step 2 grievance to the police chief. Such grievance will be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested.

Step 2: If appealed, the written grievance will be presented by the Union and discussed with the police chief. The police chief shall confer with the Union and within ten (10) calendar days after such meeting, the police chief shall make a decision and give a written answer to the Union.

A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days after receipt of the disposition of the Step 2 grievance by the police chief.

Step 3: If appealed the written grievance shall be presented by the Union to the city manager. The city manager shall confer with the Union and within ten (10) calendar days after such meeting, the city manager shall make a decision give a written answer to the Union.

A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the city manager's final answer in Step 3.

Step 3A: A grievance unresolved in Step 3 may, by mutual agreement, be submitted to mediation. A submission to mediation preserves the timelines for filing Step 4.

Step 4: The grievance shall be submitted to arbitration before an arbitrator. For grievance matters involving written disciplinary action, discharge, or termination, the assignment of an arbitrator shall be consistent with Minnesota Statute 626.892. For all other grievances the selection of an

arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services. In the event the Employer and the Union cannot agree upon the selection of the arbitrator within ten (10) calendar days, the Director of the Bureau of Mediation Services may be requested by either party to submit a list of seven (7) persons from which the arbitrator shall be selected. The parties shall alternately strike one name from the list of seven (7) names. The last remaining name shall serve as the arbitrator.

8.6 The arbitrator shall be empowered, except as limited below, to make a final and binding decision in cases of alleged violation of rights expressly accorded by this Agreement. Limitations on the power of the arbitrator are as follows:

A. They shall have no power to add to or subtract from or modify any of the terms of this Agreement.

B. They shall have no power to establish or change wage rates or establish fringe benefits.

C. They shall have no power to decide any question, which under this Agreement, is within the right of management to decide.

D. The Employer shall not be required to pay back wages prior to the date of the occurrence which gave rise to the grievance.

8.7 All fees and expenses of the arbitrator shall be shared equally by the Employer paying one-half (1/2) of such fees and expenses and the Employee or Union paying one-half (1/2). Each party to the arbitration procedure shall be responsible for compensating its own representatives and spokespersons and all expenses incurred in preparing and presenting its arbitration case. If either party desires a verbatim record of the proceedings, it may cause such record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost will be shared equally.

8.8 The arbitrator shall have no right to require the Employer, Union or any Employee to perform any act contrary to law or contrary to the provisions of this Agreement.

8.9 Choice of Remedy. Employees subject to veteran's preference hearing must elect to have either a veteran's preference hearing or a hearing before an arbitrator following the disposition of a Step 3 grievance by the city manager, subject to the time constraints for election in Minn. Stat. 197.46. In no event shall such an Employee be entitled to both a hearing under the veteran's preference laws, and final and binding arbitration as provided for in this agreement.

ARTICLE IX. HOLIDAYS

9.1 Employees shall be off with pay on the holidays recognized by the Employer where the city offices are closed for business, same as non-represented exempt employees.

ARTICLE X. ANNUAL LEAVE

10.1 Annual leave benefits shall accrue according to the following schedule for regular full-time employees:

Years of Employment	Leave Accrued Per Year in Hours
During 0 - 5	142
During 6 - 10	182
After 10	190
After 11	198
After 12	214
After 13	222
After 14	230
After 15+	238

10.2 The city manager shall have the authority to establish higher levels of annual leave accrual for exempt employees at the time of hire if such authorization serves a public purpose. Such accruals shall never exceed the maximum allowed.

10.3 An employee shall not have more than 480 hours of annual leave accrued at any time unless a written request has been submitted to and approved by the city manager prior to such accrual.

10.4 Employees may not use annual leave until it has been credited to the employee's bank in the payroll system. Accumulated annual leave cannot be transferred from one employee to another except as provided in the Personnel Policy, Annual Leave/Vacation Donation section.

10.5 Annual leave shall not be earned by an employee during leaves of absence without pay when such leaves are in excess of ten (10) consecutive working days. An employee receiving either short-term or long-term disability insurance is considered to be on leave without pay for the purposes of this section.

10.6 Annual leave will take two forms: planned and unplanned leave. If unplanned leave shows a pattern suggesting abuse, the supervisor shall notify the employee of their concern. If such abuse continues the employee shall be warned in writing that such continued abuse may be cause to deny future unplanned leave requests without a physician's note.

10.7 A new bargaining unit employee who had previously been eligible for vacation leave shall have 100% of accrued and unused vacation leave converted to annual leave upon effective date in the bargaining unit.

ARTICLE XI. EXTENDED ILLNESS LEAVE

11.1 Extended illness leave shall be accrued from date of hire until the completion of 15 years of employment at 1.54 hours per pay period (40 hours per year), or 600 hours, whichever comes first.

11.2 Extended illness is a state of incapacity due to personal illness or accidental bodily injury to a regular employee except for illness or accidental bodily injury incurred while self-employed or employed by other than the city, which requires the regular and personal attendance of a licensed physician and/or which prevents an employee from performing substantially all of the duties of their position. Extended illness leave is authorized absence from duty with pay granted regular employees who have successfully completed the initial new hire probationary period of employment with the city (not a promotional or reassigned probationary period) and who become ill or disabled due to a physician certified illness or injury for 21 consecutive days or more.

11.3 Extended Illness leave may also be used by an employee having more than six (6) months continuous employment with the city to provide care to the employee's child during periods of illness in accordance with all provisions of this policy including the 21-day waiting period.

11.3 If an employee exhausts theirr Annual Leave balance, Extended Illness leave may also be used in conjunction with an authorized FMLA leave at the Employer’s option. Extended Illness leave is not a right which an employee may use at the employee's discretion. Extended illness leave shall be allowed by the Employer only in the case of verified necessity and actual need.

11.4 Employees may not use extended illness leave until it has been credited to the employee’s bank in the payroll system.

11.5 While receiving paid benefits under this section the employee will continue to accrue annual leave and receive city contributions to retirement and insurance programs sponsored by the city in which the employee participates. Extended illness leave accrual will cease if an employee is on leave of absence without pay for ten (10) or more consecutive days. An employee receiving either short-term or long-term disability insurance is considered to be on leave without pay for the purposes of this section. Extended Illness leave, once used, may not be replenished.

11.6 When an employee requests extended illness leave, a physician's statement may be required by the Employer prior to the employee's return to work. The physician's statement must indicate the nature and length of the disability, any restrictions which the disability places upon the employee's ability to perform the work of the position and attest to the employee's ability to return to work. An employee who has been asked by the Employer to provide such a statement shall not continue receiving benefits until he/she has complied with this provision.

11.7 Extended illness leave balances shall not be converted to any other form, i.e., cash, annual leave, or any other thing of value at any time for any purpose for any employee.

11.8 A new bargaining unit employee who had previously been eligible for short and mid-term disability coverage shall have accrued and unused short and mid-term coverage converted to Extended Illness leave upon effective date in the bargaining unit, up to a maximum of 2400 hours minus the number of short and mid-term hours already used during their career with the city.

ARTICLE XII. EMERGENCY LEAVE AND FUNERAL LEAVE

12.1 Emergency/funeral leave may be granted to regular full-time city employees by the employee's immediate supervisor. To be eligible for emergency/funeral leave an employee must furnish adequate proof that a death has occurred within the employee's immediate family or that a member of the immediate family suffers from a debilitating personal illness or accidental bodily injury such that their physical care requires the continuous presence of the employee.

The term "immediate family" shall include the spouse, child, mother, father, brother, sister of the employee, or grandmother, grandfather or grandchild of the employee or spouse, mother-in-law or father-in-law. Relatives of the employees other than those above-listed shall not be considered members of the immediate family for the purposes of this policy.

12.2 Paid emergency leave may be granted for one, two or three shifts where the supervisor concludes such leave is warranted. No more than three (3) shifts per calendar year, to be accrued on January one of each year, shall be granted. The immediate supervisor shall grant or deny such requests and maintain records of emergency leave granted.

ARTICLE XIII. INJURY ON DUTY LEAVE

13.1 In those cases where an Employee is injured on duty through no misconduct of the Employee's own, and while safely performing assigned duties, the Employee shall be eligible for Injury On Duty Leave. The Employee must report the injury within twenty-four (24) hours of its occurrence to qualify for such leave. The city manager shall review each case and make a determination based on foregoing criteria and shall make a final and binding determination on the Employee's eligibility for such leave.

13.2 No Employee shall be granted Injury On Duty Leave until the Employee has been absent from duty for a period of forty (40) hours. During this period the Employee may utilize their Annual Leave.

13.3 If an Employee is found to be eligible for Injury On Duty Leave, in accordance with the provisions of Section 13.1 and 13.2, above, they shall receive supplementary payments from the Employer equal to the difference between the total amount of all other injury-

related benefits and their normal rate of pay. Such supplementary payments shall not continue for more than one hundred five (105) consecutive calendar days.

13.4 Injury On Duty Leave shall extend for a maximum of one hundred five (105) consecutive calendar days. The Employer may require the injured Employee to be examined by a physician or consultant selected by the Employer in order to determine whether the Employee is able to return to work pursuant to the provisions of 13.5 below.

13.5 Injury On Duty Leave shall be terminated by the Employer at such time as:

A. The Employee is able to return to work;
B. A duly qualified physician determines that the Employee is able to perform duties for the Employer for which the Employee is or may reasonably become qualified to perform by experience, education or training.

ARTICLE XIV. PARENTAL LEAVE

14.1 One week (40 hours) of city-paid parental leave is allowed one time over the course of an employee's career with the City of Plymouth. This leave is not deductible from any other paid leave banks and runs concurrently with FMLA. Paid parental leave can be used for the birth or adoption of a child in accordance with FMLA rules. Paid parental leave will be adjusted on a pro-rata basis if an employee is hired or authorized to work less than full time.

ARTICLE XV. INSURANCE

15.1 The Employer contribution for Employer sponsored benefits programs shall be set at the same rate as provided to non-represented exempt employees of the City of Plymouth.

15.2 In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax, or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid any penalties, taxes or fines for the Employer. In such negotiations, the rights and obligations of the Union shall be subject to the provisions of Minn. Stat. § 179A.06, and the rights and obligations of the Employer shall be subject to the provisions of Minn. Stat. § 179A.07.

15.3 The Employer will provide the Employee with other benefits such as dental insurance, vision insurance, term life insurance, accidental death and dismemberment insurance and short- or long-term disability insurance on the same terms and conditions as provided to non-represented exempt employees.

ARTICLE XVI. CLOTHING ALLOWANCE

16.1 On pay periods one and fourteen, employees shall be paid the following allowances: Pay period one: 550.00; Pay period fourteen: 550.00 ($1,100 total)

This allowance is for the purchase, maintenance, repair and replacement of uniforms and equipment provided by the Employee and for the civilian clothing for those Employees assigned to work in plain clothes. The EMPLOYER shall provide uniformed Employees with the following items: badge, cap badge, collar brass, shoulder patches, helmet, mace and mace holder.

ARTICLE XVII. WAGES

17.1 The following annual wage schedule shall be in effect for police captains for the duration of the agreement, payable bi-weekly.

PP1 2024			
Entry	**1 year**	**2 years**	**3 years**
$136,151	$140,362	$144,704	$149,179

17.2 Step increases shall not be considered automatic, rather shall be dependent upon the recommendation of the Employee's immediate supervisor, the police chief, and approved by the city manager. Such increases shall normally be considered annually at the Employee's anniversary date in the captain position. If the police chief determines that an Employee is not eligible for step movement, the chief shall provide the Employee with a written plan designed to aid the employee.

17.3 A captain who works contractual overtime (an agreement between the City of Plymouth and an outside entity) shall be compensated at the maximum rate identified in the contractual police services agreement form. The rate paid to bargaining unit employees will not exceed the salary rate charged to outside entities.

ARTICLE XVIII. POST-EMPLOYMENT HEALTH CARE SAVINGS PLAN

The Post-Employment Health Care Savings Plan is made available through an outside vendor. It is intended that this arrangement constitute a voluntary employees' beneficiary association (VEBA) under Section 501(c) (9) of the Internal Revenue Code. Funds shall be deposited into an account to be used following separation of city service. Funds shall be withheld pre-tax and may be used for reimbursement of eligible health care expenses as determined by the IRS. A detailed description of this plan is available from human resources or the city's chosen vendor. Participation is mandatory for all employees of the bargaining group who meet established criteria as follows:

For bargaining group members who terminate employment with the City of Plymouth and are eligible for a full or reduced PERA pension, the city will make a one-time contribution of the entire cash equivalent of the employee's annual leave balance to the post employment health care savings plan.

ARTICLE XIX. DURATION

19.1 Term of Contract. This contract shall become effective as of January 1, 2024, and shall continue in full force and effect up to and including December 31, 2024.

19.2 Effect of Contract. Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this contract, are hereby superseded.

19.3 Termination or Modification. Either party desiring to terminate or modify this contract must notify the other party in writing. Negotiations with respect to proposed modifications may commence at any time after notice of proposed modifications has been given.

19.4 Negotiations During Term. The parties mutually acknowledge that during the negotiations which resulted in this contract, each had the opportunity to make demands and proposals regarding existing terms and conditions of employment.

IN WITNESS WHEREOF, the parties have executed this contract as follows:

FOR: CAPTAINS	FOR: CITY OF PLYMOUTH
_____ Keith Terlinden, Business Agent	_____ Jeffry Wosje, Mayor
_____ Michael Reed, Steward	_____ Dave Callister, City Manager
_____ Date	_____ Date

APPROVED BY RESOLUTION NO. 2024-

Date: 03/26/2024

CITY OF PLYMOUTH

RESOLUTION NO. 2024-114

RESOLUTION APPROVING THE 2024 LABOR AGREEMENT BETWEEN THE CITY OF PLYMOUTH AND LAW ENFORCEMENT LABOR SERVICES (LELS) – POLICE CAPTAINS LOCAL 521

WHEREAS, representatives of the City of Plymouth and Law Enforcement Labor Services, representing Plymouth Police Captains have met to negotiate a labor contract in accordance with the Public Employee Labor Relations Act; and

WHEREAS, the city manager has reported that an agreement has been reached for the period of January 1, 2024 through December 31, 2024; and

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

NOW, THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that it does approve the labor agreement between the City of Plymouth and LELS Police Captains, for the period of January 1, 2024, through December 31, 2024.

APPROVED by the City Council on this 26th day of March, 2024.

City of Plymouth

Agenda Number: **6.8**

Regular City Council

March 26, 2024

To:	Dave Callister, City Manager
Prepared by:	Chloe McGuire, Planning and Development Manager
Reviewed by:	Grant Fernelius, Community and Economic Development Director
Item:	**Approve resolution entering into a Loan Agreement for the Minnesota Investment Fund (MIF) in connection with CFMOTO Powersports, Inc.**

1. Action Requested:

Motion to adopt the attached resolution. Approval requires a 4/7 vote of the City Council.

2. Background:

The City Council approved the Minnesota Investment Fund (MIF) Project with CFMOTO Powersports, Inc., a global powersport manufacturing company, on March 30, 2023. That resolution is attached for reference. The MIF Project allowed CFMOTO Powersports, Inc. to expand its new USA Headquarters located at 5005 Nathan Lane in Plymouth. In relation to the MIF Project, there are two important documents - the Grant Agreement between the City of Plymouth and the Minnesota Department of Economic Development (DEED) and the Loan Agreement between the city and the company. The original resolution authorized submission of the MIF application and grant agreement with the State but was silent on approval of a forgivable loan to CFMoto. This new resolution authorizes the loan to the company.

The draft Loan Agreement is attached and may change slightly, with no substantial changes, based on City Attorney review.

3. Budget Impact:

NA

4. Attachments:

Draft Loan Agreement
Prior Approval
City Council Resolution 2024-115

LOAN AGREEMENT
MINNESOTA INVESTMENT FUND

THIS AGREEMENT (the "Loan Agreement") is made and entered into as of this ___ day of _____, 2024 by and between and The City of Plymouth, 3400 Plymouth Blvd, Plymouth, MN 55447 (the "Lender") and CFMOTO Powersports, Inc., 5005 Nathan Lane N, Plymouth, MN 55447 (the "Borrower");

Recitals

1. The Lender has applied to the Minnesota Department of Employment and Economic Development (DEED) for a Minnesota Investment Fund Grant (the "MIF Grant") pursuant to an application (the "Grant Application") and received approval for the MIF Grant; and

2. Grant Contract Agreement Number CDAP-23-0051-H-FY23 (the "Grant Contract Agreement") between the Minnesota Department of Employment and Economic Development (the "State") and the Lender has been executed and requires that the Borrower provide sufficient funds to complete financing and agree to loan terms with the Lender regarding the MIF Grant; and

3. The parties hereto agree to incorporate into this Loan Agreement by reference to the Grant Application and Grant Contract Agreement; and

4. The work anticipated to be performed for the Borrower's Project is not geographically dependent. It therefore could have been located at any number of locations either within or outside of the State of Minnesota. The subsidy has been provided to enhance the financial attractiveness and financial feasibility of locating or retaining the Borrower's operations in the Jurisdiction, rather than at some other location; and

5. Borrower and Lender wish to set forth the terms and conditions upon which Lender will make the Loan to Borrower and for the repayment thereof.

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

ARTICLE 1
Definitions

Section 1.1**. Definitions**. In this Loan Agreement, unless a different meaning clearly appears from the context:

"Bank" means No bank loan on this project.

“Benefit Date” means September 1, 2023, as defined in the Grant Contract Agreement. This date is determined by information in the Grant Application regarding the date equipment financed through a Minnesota Investment Fund loan is expected to be fully operational or the date a building certificate of occupancy is expected to be issued for real property improvements financed through a Minnesota Investment Fund.

“Benefit” is defined as one or more of the following non-mandated compensation items paid by the Borrower on behalf of employees: health, dental, life and disability insurance, retirement program or profit-sharing.

“City” means City of Plymouth.

“County” means Hennepin County.

“Compliance Date” means the date that is two (2) years after the Benefit Date (September 1, 2025).

“Development Property” means the real property described in Exhibit A attached.

“Effective Date” means the date that the Grant Contract Agreement is fully executed.

“Expiration Date” means three months after the Compliance Date as defined in the Grant Contract Agreement.

"Equipment" means the machinery & equipment purchased by the Borrower with the Loan Proceeds and described in Exhibit B attached.

“Full-Time Equivalent (FTE)” is one or more people working a sum of 2,080 hours in a calendar year, which includes paid time off.

"Grant Contract Agreement" means Minnesota Department of Employment and Economic Development Grant Contract Agreement # CDAP-23-0051-H-FY23 and attached as Exhibit C.

"Initial Disbursement Date" means the date of the first disbursement of any Loan Proceeds by the Lender to the Borrower.

“Jurisdiction” means within the corporate boundaries of the Lender.

"Loan" means the funds loaned by the Lender to the Borrower pursuant to this Loan Agreement.

“Loan Documents” means this Loan Agreement, the Promissory Note, and Security Agreement.

"Loan Proceeds" means the proceeds of the Loan disbursed to the Borrower pursuant to this Loan Agreement.

"MIF Program" means the Minnesota Investment Fund, Minn. Stat. § 116J.8731 and Minn. Rules Chapter 4300.

"MIF Grant" means the award of funds by the State to the Lender pursuant to the Grant Contract Agreement.

"New Jobs" means the new permanent, Full-Time Equivalent, non-contract, non-seasonal jobs to be created by the Borrower.

"Other Project Funds" means all funds required to complete the Project as defined in the Grant Application.

"Project" means approximately $23.3 million in new construction and $2.1 million in machinery and equipment costs. The Borrower's growth projections require them to operate out of a 100,000+ square foot industrial building for their North American headquarters.

"Promissory Note" means a legal document that represents the Borrower's promise to repay the Loan per a given payment schedule, in substantially the form set forth by the State.

"State" means the Minnesota Department of Employment and Economic Development.

"**Termination Date"** means the date of the final payment made by the Borrower to the Lender under the terms of the Loan Agreement and Promissory Note (or the date that the Loan is forgiven by the State).

ARTICLE 2
Loan, Use of Proceeds and Conditions of Repayment

Section 2.1. **MIF Loan/Funds**. The Lender agrees on the terms and subject to the conditions hereinafter set forth, to make a loan to the Borrower in an aggregate principal amount not to exceed $340,000 for purchase of equipment. The obligation of the Borrower to repay the Loan shall be evidenced by the Promissory Note. The Borrower's obligations under this Loan Agreement are expressly contingent on the Lender's receipt of the MIF Grant from the State in an amount adequate to make the Loan.

Section 2.2**. Non-MIF (Other) Project Funds.** The Borrower has secured a commitment for the private financing necessary to complete the Project, in a form and under conditions satisfactory

to the Bank, Borrower and Lender.

(a) The Borrower shall commit not less than $25,505,731 of equity for the completion of the Project.

(b) Other Project Funds described in the Grant Application must be used at the same amount, for the same purposes and under the same terms, rates and conditions as specified unless written consent is received from the State prior to expenditure.

Section 2.3**. Loan Terms.** FORGIVABLE LOAN: The Loan shall be forgiven by the Lender and the State upon satisfaction by the Borrower of the terms of this Loan Agreement. In the event the Loan is not forgiven, the Loan shall be repayable as set forth in Section 8.2 of this Loan Agreement. The Loan terms may not be modified without prior written approval from the State.

Section 2.4**. Early Repayment.** The Promissory Note may be prepaid in whole or in part at any time without penalty. A prepayment shall first be applied against any accrued interest, and then against any outstanding and past due payments which are due and owing hereunder or under the Loan Agreement, and then the remaining portion of such prepayment shall be applied against the remaining outstanding and unpaid principal balance.

Section 2.5. **Maintenance and Operation of the Project.** As long as any portion of the Loan is still outstanding, Borrower shall maintain and operate the Project and use the Loan Proceeds in compliance with the terms of MIF, this Loan Agreement, and all applicable federal, state and local laws, regulations and ordinances, including but not limited to all environmental laws and regulations.

ARTICLE 3
Conditions of Lending

Section 3.1. **Condition Precedent to Any Advance.** The obligation of the Lender to close the Loan and disburse the Loan Proceeds thereof to Borrower shall, subject to waiver by the State, be subject to the condition precedent that the Lender shall have received on or before the date of such closing the Promissory Note duly executed by the Borrower. The Borrower shall provide identifying information for the equipment prior to disbursement of the Loan Proceeds in accordance with Section 9.3 hereof.

Section 3.2. **Further Conditions Precedent to Disbursement.** The obligation of the Lender to disburse the Loan Proceeds shall also be subject to the following conditions precedent:

(a) The Loan which is being made to the Borrower shall be consistent with the provisions of MIF.

(b) No Event of Default hereunder or event which would constitute such an Event of Default but for the requirement that notice be given or that a period of grace or time elapse, shall have occurred and be continuing.

Section 3.3. **Disbursement and Deposit of Loan Proceeds.** Upon the execution of this Loan Agreement and the satisfaction of all of the conditions specified in Article 6, the Lender shall disburse the full Loan Proceeds to the Borrower.

Section 3.4. **Termination**. This Loan Agreement shall automatically terminate without any notice to Borrower:

(a) If no Loan Proceeds have been disbursed to the Borrower prior to the Expiration Date; or

(b) If the Borrower fails to pay its debts as they become due, makes an assignment for the benefit of its creditors, admits in writing its inability to pay its debts as they become due, files a petition under any chapter of the Federal Bankruptcy Code or any similar law, state or federal, now or hereafter existing, becomes "insolvent" as that term is generally defined under the Federal Bankruptcy Code, files an answer admitting insolvency or inability to pay its debts as they become due in any involuntary bankruptcy case commenced against it, or fails to obtain a dismissal of such case within sixty (60) days after its commencement or convert the case from one chapter of the Federal Bankruptcy Code to another chapter, or is the subject of an order for relief in such bankruptcy case, or is adjudged a bankrupt or insolvent, or has a custodian, trustee, or receiver appointed for it, or has any court take jurisdiction of its property, or any part thereof, in any proceeding for the purpose of reorganization, arrangement, dissolution, or liquidation, and such custodian, trustee, or receiver is not discharged, or such jurisdiction is not relinquished, vacated, or stayed within sixty (60) days of the appointment.

ARTICLE 4
Acknowledgments, Incorporation, Representations, and Warranties

Section 4.1. **Acknowledgments/Incorporation.**

(a) The Borrower acknowledges that the Lender, in order to obtain funds for part of the Borrower's activities in connection with the Project, has applied for the MIF Grant to the State under the Minnesota Investment Fund Program, Economic Development Division, and that the Lender has entered into the Grant Contract Agreement with the State attached as Exhibit C, setting forth the terms, conditions, and requirements of the MIF Grant. The Borrower further acknowledges that it has made certain representations and statements in the Grant Application concerning its activities relating to the Project, and that the Borrower is designated and identified under the Grant Contract Agreement.

(b) Under the Grant Contract Agreement, the Lender has undertaken certain obligations with respect to, and among other things, repayment to the State of the Loan Proceeds in the event certain conditions are not met. A copy of the Grant Contract Agreement and this Loan Agreement shall be on file in the offices of the Lender. In the event any provision of this Loan Agreement relating to the Borrower's obligations hereunder is inconsistent with the provisions of the Grant Contract Agreement relating to the Borrower's activities thereunder, the provisions of the Grant Contract Agreement shall prevail.

(c) The Borrower acknowledges that nothing contained in the Grant Contract Agreement or this Loan Agreement, nor any act of the State or the Lender, shall be deemed or construed to create between the State and the Borrower (or, except as Borrower and Lender between the Lender and the Borrower) any relationship, including but not limited to that of third party beneficiary, principal and agent, limited or general partnership, or joint venture. As such, the Borrower agrees to hold the State harmless from any claim, demand, suit, action, or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from this Loan Agreement, any events related to the Project or the Borrower's participation in this Loan, or Borrower's activities on the Development Property.

Section 4.2. **Representations and Warranties**. The Borrower warrants and represents, in connection with the Loan and for the benefit of the State and the Lender, that:

(a) It is a Minnesota Business registered and in good standing under the laws of the State of Minnesota and is authorized to enter into this Loan Agreement and perform any of the acts required herein.

(b) It has the legal authority and is duly authorized to operate the Project, to incur the indebtedness of the Promissory Note and to perform its obligations under this Loan Agreement, to execute and deliver the Loan Documents to which it is a party, and it has taken all actions necessary and incident to its execution and delivery of the Loan Documents.

(c) Its execution and delivery of the Loan Documents to which it is a party, and its incurrence of the Loan does not violate any provision of law or Borrower's corporate documents.

(d) The Promissory Note will be duly and validly authorized, executed and delivered prior to initial disbursement, and it constitutes the legal, valid and binding obligation of the Borrower enforceable in accordance with its terms. The Loan Documents to which it is a party, will be duly and validly authorized, executed and delivered, and are the legal, valid, and binding obligations of the Borrower enforceable against the Borrower in accordance

with their respective terms, except to the extent the enforceability thereof may be limited by bankruptcy, insolvency or other law affecting creditor's rights, or the application of equitable principles generally.

(e) It is not in violation of any provisions of its organizational documents or of the laws of local governments, State of Minnesota or U.S. Government, and there are no actions, suits or proceedings pending, or to its knowledge threatened, before or by any judicial body or governmental authority, against or effecting it, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Loan Agreement or to perform any of the acts required of it in the Loan Documents to which it is a party.

(f) Neither the execution and delivery of the Loan Documents to which it is a party, nor compliance with any of the terms, conditions, requirements or provisions contained herein or in such referenced documents, is prevented by, is a breach of, or will result in a breach of any term, condition or provision of any agreement or document to which it is now a party or by which it is bound.

(g) It will maintain adequate capital for the proper operation and administration of its duties under this Loan Agreement.

(h) It will comply with Minn. Stat. § 116J.8731 and Minn. Rules Chapter 4300 and all of the terms, conditions, provisions and requirements, contained in the Loan Documents to which it is a party.

(i) Representations, statements, and other matters provided by the Borrower relating to those activities of the Project to be completed by the Borrower, which were contained in the Grant Application, were true and complete in all material respects as of the date of submission to the Lender and such representations, statements, and other matters are true as of the date of this Loan Agreement and there are no adverse material changes in the financial condition of the Borrower's business.

(j) The Borrower acknowledges that the State, in selecting the Lender as recipient of the Grant, relied in material part upon the assured completion of the Project to be carried out by the Borrower, and the Borrower warrants that said Project will be carried out as promised.

(k) The Borrower warrants that to the best of its knowledge, it has obtained all federal, state, and local governmental approvals, reviews, and permits required by law to be obtained in connection with the Project and has undertaken and completed all actions necessary for it to lawfully execute this Loan Agreement as binding upon it.

(l) The Borrower warrants that it shall keep and maintain books, records, and other documents relating directly to the Other Project Funds, and that any duly authorized representative of the State shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of the Borrower for six (6) years after the termination of the Loan Agreement or until such time that the Lender and the State have both determined that all issues, requirements, and close-out procedures relating to or arising out of the Loan have been settled and completed, whichever is later.

(m) The Borrower warrants that no transfer of any or all of the Loan Proceeds by the Lender to the Borrower shall be or be deemed an assignment of Loan Proceeds, and the Borrower shall neither succeed to any rights, benefits, or advantages of the Lender under the Grant Contract Agreement, nor attain any right, privileges, authorities, or interest in or under the Grant Contract Agreement.

Section 4.3. **Affirmative Covenants**. Borrower further warrants and agrees that:

(a) It has sufficient funds to complete the purposes of the Project and sufficient capacity to administer the Project.

(b) The Project will be performed in full compliance with all applicable federal, state and local laws, regulations, rules and ordinances, which include but are not limited to all applicable environmental laws, regulations and rules.

(c) Borrower agrees to submit reports required in Article 7 and Article 8.

ARTICLE 5
Events of Default and Rights and Remedies

Section 5.1**. Events of Default.** Any one or more of the following events shall be deemed and shall constitute an "Event of Default":

(a) The interest or principal due under the Promissory Note, or any other payments due and payable under this Loan Agreement or any other document referred to herein, are not paid when due and such nonpayment is not remedied within ten (10) business days after written notice thereof to the Borrower by the Lender;

(b) The Borrower is in breach of any of the requirements, terms, conditions, covenants or other agreements in the Loan Documents and remains in breach in any material respect for thirty (30) business days after written notice thereof to the Borrower by the Lender;

provided, however, that if such breach shall reasonably be incapable of being cured within such thirty (30) business days after notice, and if the Borrower commences and diligently prosecutes the appropriate steps to cure such breach, no default shall exist so long as the Borrower is proceeding to cure such breach in a reasonable period of time;

(c) Any representation or warranty made by the Borrower in the Loan Documents, any other document referred to in such documents, or any financial statement, certificate, or report furnished pursuant to this Loan Agreement, or any representation or warranty made order to induce the Lender to close the Loan or disburse the Loan Proceeds, which proves to have been untrue in any material respect or materially misleading as of the time such representation or warranty was made;

(d) Borrower shall make an assignment for the benefit of its creditors, or shall be dissolved, or shall commit an act of bankruptcy under the United States Bankruptcy Act (as now or hereafter amended), or shall admit in writing its inability to pay its debts as they become due, or shall file a petition in bankruptcy, or shall become or be adjudicated as bankrupt or insolvent, however defined, or shall file a petition seeking any reorganization, dissolution, liquidation, arrangement, composition, readjustment or similar relief under any present or future bankruptcy or insolvency statute, law or regulation, or shall file an answer admitting to or not contesting the material allegations of a petition filed against it in such proceedings, or shall not, within 60 days after the filing of such a petition against it, have the same dismissed or vacated, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of a material part of its properties, or shall not, within 60 days after the appointment (without its consent or acquiescence) of a trustee, receiver or liquidator of any material part of its properties, have such appointment vacated;

(e) A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Borrower seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or any trustee, receiver or liquidator of such entity, shall be appointed without the consent or acquiescence of State;

(f) Borrower shall refuse to allow the State, at any reasonable time and upon prior written notice, to inspect, audit, copy or abstract, any and all of its books, records, papers or other documents relevant to the Borrower's use of the Loan Proceeds;

(g) Borrower shall refuse to allow the Minnesota Legislative Auditor or the State Auditor for the State of Minnesota, at any reasonable time and upon prior written notice, to inspect, audit, copy or abstract, any and all books referred to in Section 5.1(f);

(h) Borrower shall fail to provide annual reporting information as described herein;

(i) The Borrower sells, conveys, transfers, encumbers, or otherwise disposes of all or any part of the Development Property or the Equipment without the prior written approval of the State and Lender;

(j) The Borrower merges or consolidates with an entity that is not an affiliate of the Borrower wherein the Borrower or such affiliate are not the surviving entity after such merger or consolidation without the prior written consent of the Lender;

(k) There is a loss, theft, substantial damage, or destruction of all or any part of the Development Property or the Equipment that is not remedied to the Lender's satisfaction within sixty (60) business days after written notice thereof by the Lender to the Borrower;

(l) The Borrower is in breach of the requirements of Article 7 and Article 8, the Business Subsidy Agreement and Progress Reporting;

(m) The occurrence of any other act or event that is noncompliant under the MIF Program.

Section 5.2. **Rights and Remedies**. Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the Lender, the Lender may, at its option, exercise any and all of the following rights and remedies (as well as any other rights and remedies available to it):

(a) The Lender may, by notice in writing to the Borrower, refrain from disbursing any of the Loan Proceeds; provided, however, the Lender may make such disbursements after the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder or waiving its right to make any additional disbursements.

(b) The Lender may, by written notice to the Borrower, declare immediately due and payable all principal and interest due under the Promissory Note, together with all other sums payable under the Loan Documents and the same shall thereupon be immediately due and payable without presentment or other demand, protest, notice of dishonor or any other notice of any kind, all of which are hereby expressly waived.

(c) The Lender shall have the right, in addition to any other rights provided by law or equity, to enforce its rights and remedies under the Loan Documents.

(d) The Lender shall have the right, in addition to any other rights provided by law or equity, to initiate litigation for the breach of any term, condition, covenant, requirement or provision contained in the Loan Documents, and to recover damages for such breach.

(e) The Lender shall have the right, in addition to any other rights provided by law or equity, to apply to any court, state or federal, for specific performance of any term, condition, covenant, requirement or provision contained in the Loan Documents; for an injunction against any violation of any such term, condition, covenant, requirement and/or provision; or for such other relief as may be appropriate, since the injury to the Lender arising from a default under any of the terms, conditions, covenants requirements and/or provisions of the Loan Documents, would be irreparable and the amount of damage would be difficult to ascertain.

Section 5.3. **Rights and Remedies Cumulative.** The rights and remedies of the parties to this Loan Agreement, whether provided by operation of law or by this Loan Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not be construed to preclude or waive its right to exercise, at the same or different times, any of the other such remedies for the same default or breach, or of any of its remedies for any other default or breach by the other party.

No waiver made by either such party with respect to the performance, manner or time thereof, of any obligation of the other party or any condition to its own obligation under this Loan Agreement or any document referred to herein, shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party. No delay or failure by either party to exercise any right or remedy shall be a waiver of such right or remedy, and no single or partial exercise by either party of any right or remedy shall preclude other or further exercise thereof for the exercise of any other right or remedy at any other time.

Section 5.4. **Collection.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the Lender and State, Borrower agrees to pay all costs and expenses of the Lender, including, but not limited to, reasonable attorney's fees, in the collection of any of the obligations or the enforcement of any of the Lender's rights. If any notice of sale, disposition or other intended action by the Lender is required by law to be given to Borrower, such notice shall be deemed reasonably and properly given if mailed to Borrower at the address specified in Section 9.15(b), or at such other address of Borrower as may be shown on the Lender's records, at least 15 days before such sale, disposition or other intended action.

The Lender shall have the right at its option and without demand or notice, to declare all or any part of the Loan immediately due and payable, and in addition to the rights and remedies granted

hereby, the Lender shall have all of the rights and remedies available under the Uniform Commercial Code and any other applicable law.

Section 5.5. **Assignment.** If, prior to the Termination Date, the Borrower sells, conveys, transfers, further mortgages or encumbers, or disposes of the Development Property, or any part thereof or interest therein, or enters into an agreement to do any of the foregoing, the Borrower shall immediately repay all amounts then outstanding on the Loan. This shall be in addition to any other remedies at law or equity available to the Lender.

Section 5.6. **Appointment for Foreclosure.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the Lender and State, Borrower agrees that the Lender may appoint an individual or entity to handle the default proceedings.

ARTICLE 6
Disbursement Provisions

Section 6.1**. Payment Requisition Documentation**. The Lender will disburse the loan funds upon receipt and approval by the Lender and the State of the following documentation:

(a) This Loan Agreement, fully executed;

(b) Evidence of equity injection in the amount of $25,505,731;

(c) Invoices for items funded by the Loan and matching funds.

Upon receipt of such information, the Loan funds will be disbursed upon approval of the Lender and the State up to a total disbursement amount of $340,000.

Section 6.2. **Other Documentation.**

(a) Third party documentation of total project expenditures as outlined in the application sources and uses will be required prior to the Compliance Date.

(b) Evidence that equipment or other items purchased with the Loan are in the Jurisdiction must be provided on or prior to the Benefit Date.

Section 6.3. **Review of Documents.** The Borrower shall not be entitled to any disbursement of Loan Proceeds until the Lender's legal counsel and the State have reviewed and approved this Loan Agreement and the exhibits attached hereto.

Section 6.4**. Adverse Changes**. The Lender and the State will not authorize disbursement of funds if there has been any adverse change in the Borrower's financial condition, organization, operations or their ability to repay the project financing.

ARTICLE 7
Progress Reporting

Section 7.1**. Progress Information.** The Borrower shall provide to the Lender information for incorporation into the Minnesota Investment Fund progress reports, as required by the State and as needed by the Lender, to monitor the Project for compliance with State and Lender guidelines. This information must be provided until the goals set forth in Section 8.1 have been met or until the Compliance Date, whichever is later. At the discretion of the State or Lender additional reporting may be required. This information must be submitted to the Lender no later than:

(a) March 31, 2024, for the period ending December 31, 2023;

(b) January 15, 2025, for the period ending December 31, 2024;

(c) Fifteen days after the Compliance Date (September 1, 2025).

Section 7.2 **Documentation to be provided to the Lender:**

(a) Project status and the status of payments.

(b) **Additional Leverage.** The Borrower must provide to the Lender invoices, sworn construction statements, and or any other information, with each progress report, to document Other Project Funds in addition to the originally included project costs.

(c) **Job Creation Documentation**. The Borrower shall provide to the Lender information on the hiring of each New Job on forms provided by the Lender. This information must include:

(d) Permanent jobs created; and

(e) Job title of each New Job; and

(f) Date of hire of each new employee; and

(g) Hourly base wage paid; and

(h) List of Benefits provided; and

(i) Hourly value of Benefits paid.

(j) **Payroll Report**. A formal payroll report verifying job information will be due as of the Compliance Date.

ARTICLE 8
Business Subsidy Agreement and Reporting

Section 8.1. **Business Subsidy Agreement.** The provisions of this Section constitute the "Business Subsidy Agreement" for purposes of the Minnesota Business Subsidy Act (Minn. Stat. § 116J.993 – § 116J.995 and its successor statute.)

(a) The Borrower acknowledges and agrees that the provisions of Minnesota's Business Subsidy Act apply to this Loan Agreement, as Borrower is receiving government assistance under the terms of this Loan Agreement.

(b) The subsidy provided to the Borrower includes the $340,000 loan made hereunder which will be used for purchase of equipment.

a. The public purposes and goals of the subsidy are to increase Borrower's net jobs in the City and encourage economic development.

b. The goals for the subsidy are to create jobs that pay a livable wage, per Section 8.1(b) of this Loan Agreement.

c. If the goals are not satisfied, the Borrower shall make payment to the Lender as required in Section 8.2 of this Loan Agreement.

d. The subsidy is needed because CFMOTO evaluated sites outside of Minnesota as they considered options to expand their US Corporate Headquarters. The Minnesota Investment Fund helped offset expansion costs and tip the scales in favor of the Plymouth site.

e. The Borrower must continue operations in the Jurisdiction for at least five years following the Benefit Date.

f. The Borrower **has** a parent corporation: Zhejing CFMOTO Power Co. Ltd.

g. In addition to the assistance provided under this Loan Agreement, the Borrower has received or expects to receive as part of this Project, the following financial assistance from other "grantors" as defined in the Business Subsidy Act:

(c) On the Compliance Date, the Borrower shall have:

a. Maintained four hundred and sixteen (416) permanent, non-contract, non-seasonal FTE jobs; and

b. Created at least Forty-four (44) New Jobs at the Development Property with each job noted once within "wage brackets" as stated below:

c. Ten (10) New Jobs must pay a base cash wage of at least $22.00 per hour (exclusive of Benefits); The Borrower is entitled to forgivable Loan Proceeds in the amount of $69,591 for 10 jobs created in this wage bracket.

d. Thirty-four (34) New Jobs must pay a base cash wage of at least $31.00 per hour (exclusive of Benefits); The Borrower is entitled to forgivable Loan Proceeds in the amount of $270,409 for 34 jobs created in this wage bracket.

e. Any job created between the Effective Date and the Compliance Date shall pay at least $15.86 per hour, including Benefits.

f. New Jobs created on or after the Effective Date that meet the criteria outlined in 8.1(b)(2) will count toward the Borrower's job creation goal.

Section 8.2. **Default on Business Subsidy Act Requirements.**

(a) If the Borrower fails to meet the job creation goal and wage level commitment set forth in Section 8.1(b) above on the Compliance Date, the Lender may, after holding a public hearing, extend the Compliance Date for up to one year, after approval from the State. If no extension occurs, or if after the extension, the Borrower fails to meet the job creation goal and wage commitment, the Borrower will be required to repay to the Lender a pro rata share of the Loan principal plus interest as calculated in Section 8.2.

(b) at an accelerated rate, based upon the difference between the wage bracket values defined in Section 8.1(b)(2) above and the wage bracket value of actual jobs created. Forgivable loan proceeds will be subject to collection first; once the forgivable funds are exhausted, repayable loan proceeds will be subject to accelerated repayment.

(c) In an Event of Default occurring as a result of a breach by the Borrower of any provision of Section 8.1 of this Loan Agreement, the Borrower agrees to repay the principal amount as calculated in Section 8.2(a) hereof plus interest set at the greater of three percent (3%) or the implicit price deflator for government consumption expenditures and gross investment for state and local governments prepared by the Bureau of Economic Analysis

of the United States Department of Commerce for the 12-month period ending March 31st of the previous year.

(d) Interest required in Section 8.2 (b) shall commence to accrue as of the Initial Disbursement Date.

(e) Nothing in this Section 8.2 shall be construed to limit the Lender's rights or remedies under any other provision of this Loan Agreement, and the provisions of Section 8.2 are in addition to any other such right or remedy the Lender may have available.

(f) The Borrower shall provide to the Lender information regarding job and wage goals and results for two years after the Benefit Date or until the goals are met, whichever is later. This reporting requirement will expire if the goals are met on the Compliance Date. If the goals are not met, the Borrower must continue to provide information on the Loan until the Loan is repaid. The information must be filed on the Non-JOBZ Minnesota Business Assistance form as found on the MN Department of Employment and Economic Development website and shall include the following:

a. The type, public purpose, and amount of subsidies and type of district, if the subsidy is tax increment financing; and

b. The hourly wage of each job created with separate bands of wages; and

c. The sum of the hourly wages and cost of health insurance provided by the employer with separate bands of wages; and

d. The date the job and wage goals will be reached; and

e. A statement of goals identified in the subsidy agreement and an update on achievement of those goals; and

f. The location of the recipient prior to receiving the business subsidy; and

g. The number of employees who ceased to be employed by the recipient when the recipient relocated to become eligible for the business subsidy; and

h. Why the recipient did not complete the project outlined in the subsidy agreement at their previous location, if the recipient was previously located at another site in Minnesota; and

i. The name and address of the parent corporation of the recipient, if any; and

j. A list of all financial assistance by all grantors for the project; and

k. Other information the Commissioner of the MN Department of Employment and Economic Development may request.

(g) This information must be provided to the Lender no later than March 1 of each year for the previous year. If the Borrower does not submit the report, the Lender shall mail the Borrower a warning within one week of the required filing date. If, after 14 days of the postmarked date of the warning, the Borrower fails to provide a report, the Borrower must pay to the Lender a penalty of $100 for each subsequent day until the report is filed. The maximum penalty shall not exceed $1,000.

ARTICLE 9
Other Conditions

Section 9.1. **Project Time Frame**. The time frame outlined in the Grant Application and Grant Contract Agreement pertaining to the Project shall be met by the Borrower.

Section 9.2**. Promissory Note**. The Borrower shall execute a Promissory Note in substantially the form set forth by the State.

Section 9.3**. Collateral.** The Borrower shall furnish the Lender description of collateral.

Section 9.4**. Annual Financial Statements.** For the term of the Loan, upon request of the Lender, the Borrower shall submit the most recent annual financial statement prepared in accordance with generally accepted accounting principles. The annual financial statements shall include a profit and loss statement, balance sheet, and statement of cash flow, notes and an opinion from the accountants of such statements acceptable to the Lender.

Section 9.5. **Discrimination on Account of Race, Creed, or Color.** The provisions of Minn. Stat. § 181.59 and any successor statutes, which relate to civil rights and discrimination, shall be considered a part of this Loan Agreement as though wholly set forth herein and the Borrower shall comply with each such provision throughout the term of this Loan Agreement.

Section 9.6. **Affirmative Action.** The Borrower is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled.

Section 9.7. **Job Listing Agreement.** (Minn. Stat. § Section 116L.66 and any successor statutes). When the Loan is for $200,000 or more, the Borrower shall enter into a Job Listing Agreement

with the local CareerForce Center, MN Department of Employment and Economic Development.

Section 9.8**. Prevailing Wage**. If the Borrower is awarded $500,000 or more of Loan Proceeds and the Loan is used for construction, installation (including equipment), remodeling and or repairs, the Borrower shall fully and completely comply with all applicable prevailing wage requirements contained in Minn. Stat. § 116J.871 and § 177.42, subd. 6.

(a) **Documentation**. The Borrower shall maintain or ensure access to all documentation necessary to establish that the required prevailing wage was paid and shall allow the Lender, the Commissioner of the Department of Labor and Industry and the State reasonable access to such data.

(b) **Penalty.** It is a misdemeanor for the Borrower, who has certified that prevailing wages will be paid to laborers and mechanics to subsequently fail to pay the prevailing wage. Each day a violation of this subdivision continues is a separate offense.

Section 9.9**. Surety Deposits Required for Construction Contracts**. If the Loan is used for construction, and the Borrower is hiring, contracting, or having a contract with a nonresidential person or foreign corporation to perform construction work, the Borrower must comply with Minnesota Statutes 290.9705, as amended, by deducting and withholding eight percent of cumulative calendar year payments to the contractor which exceeds $50,000.

This condition may be waived if (1) the contractor gives the commissioner a cash surety or a bond, secured by an insurance company licensed by Minnesota, conditioned that the contractor will comply with all applicable provisions of this chapter and chapter 297A, or (2) the contractor has done construction work in Minnesota at any time during the three calendar years prior to entering the contract and has fully complied with all provisions of this chapter and chapter 297A for the three prior years.

Section 9.10**. Publicity and Endorsement**

(a) **Publicity.** Any publicity regarding the subject matter of this Loan Agreement must identify the State as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Borrower individually or jointly with others, or any subcontractors, with respect to the MIF Program, publications, or services provided resulting from this Grant Contract Agreement.

(b) **Endorsement**. The Lender and the Borrower must not claim that the State endorses its products or services.

Section 9.11**. Workers Compensation Insurance.** The Borrower has obtained the needed workers compensation insurance as required by Minn. Stat. § Section 176.181, subd. 2. The Borrower's workers compensation insurance information is as follows:

(a) Company Name: _____

(b) Policy Number: _____

(c) Local Agent: _____

Section 9.12**. Effect on Other Agreements.** Nothing in this Loan Agreement shall be construed to modify any term of any other agreement to which the Lender and the Borrower are parties.

Section 9.13**. Release and Indemnification Covenants**. Except for any breach of the representations and warranties of the Lender or the negligence or other wrongful act or omission of the following named parties, the Borrower agrees to protect and defend the Lender and the governing body members, officers, agents, servants, and employees thereof, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action, or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the acquisition, construction, installation, ownership, maintenance, and operation of the Project and the Borrower's activities on the Development Property.

Section 9.14**. Modifications**. This Loan Agreement may be modified solely through written amendments hereto executed by the Borrower and the lender and approved by the State.

Section 9.15**. Notices and Demands**. Any notice, demand, or other communication under this Loan Agreement by either party to the other shall be sufficiently given or delivered only if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally:

(a) as to the Lender:
City of Plymouth
ATTN: Grant Fernelius
Community and Economic Development Director
3400 Plymouth Blvd,
Plymouth, MN 55447

(b) as to Borrower:
CFMOTO Powersports, Inc.
ATTN: Eric Fan
5005 Nathan Lane N
Plymouth, MN 55442

or at such other address with respect to any party as that party may, from time to time, designate in writing and forward to the others as provided in this Section 9.15(b).

Section 9.16. **Conflict of Interests; Representatives Not Individually Liable.**

(a) No employee, officer or agent of the Lender shall participate in the administration of a contract supported by this loan if a conflict of interest, real or apparent, would be involved. No employee, officer or agent of the Lender may obtain a financial interest in any agreement with respect to the Loan. No employee, officer, or agent of the Lender shall be personally liable to the Borrower or any successor in interest in the event of any default or breach by the Lender or for any amount that may become due to the Borrower or on any obligation or term of this Loan Agreement.

(b) To the best of the Borrower's knowledge, no member, officer, or employee of the Lender, or its officers, employees, designees, or agents, no consultant, member of the governing body of the Lender, and no other public official of the Lender, who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or in any activity, or benefit there from, which is part of the Project.

Section 9.17**. Binding Effect**. The covenants and agreements in this Loan Agreement shall bind and benefit the heirs, executors, administrators, successors, and assigns of the parties to this Loan Agreement.

Section 9.18. **Provisions Not Merged With Deed**. None of the provisions of this Loan Agreement are intended to or shall be merged by reason of any deed transferring any interest in the Development Property and any such deed shall not be deemed to affect or impair the provisions and covenants of this Loan Agreement.

Section 9.19**. Titles of Articles and Sections.** Any titles of the several parts, Articles, and Sections of this Loan Agreement are inserted only for convenience of reference and shall be disregarded in construing or interpreting any of its provisions.

Section 9.20**. Counterparts**. This Loan Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 9.21**. Choice of Law and Venue**. This Loan Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota without regard to its conflict of law's provisions. Any disputes, controversies, or claims arising out of this Loan Agreement shall be

heard in the state of Minnesota, and all parties to this Loan Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

Section 9.22**. Waiver**. The failure or delay of any party to take any action or assert any right or remedy, or the partial exercise by any party of any right or remedy shall not be deemed to be a waiver of such action, right, or remedy if the circumstances creating such action, right, or remedy continue or repeat.

Section 9.23**. Entire Agreement**. This Loan Agreement, with the exhibits hereto, constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties pertaining to the subject matter of this Loan Agreement.

Section 9.24. **Separability.** Wherever possible, each provision of this Loan Agreement and each related document shall be interpreted so that it is valid under applicable law. If any provision of this Loan Agreement or any related document is to any extent found invalid by a court or other governmental entity of competent jurisdiction, that provision shall be ineffective only to the extent of such invalidity, without invalidating the remainder of such provision or the remaining provisions of this Loan Agreement or any other related document.

Section 9.25**. Immunity.** Nothing in this Loan Agreement shall be construed as a waiver by the Lender of any immunities, defenses, or other limitations on liability to which the Lender is entitled by law, including but not limited to the maximum monetary limits on liability established by Minn. Stat. § Chapter 466.

IN WITNESS WHEREOF, the Lender has caused this Loan Agreement to be duly executed in its name and behalf and the Borrower has caused this Loan Agreement to be duly executed in its name and behalf as of the date first above written.

City of Plymouth

By _____
Dave Callister

Its _____
City Manager

By _____
Jeff Wosje

Its _____
Mayor

STATE OF MINNESOTA)
(ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, by _____.

_____
Notary Public

_____
Notary Stamp or Seal

IN WITNESS WHEREOF, the Lender has caused this Loan Agreement to be duly executed in its name and behalf and the Borrower has caused this Loan Agreement to be duly executed in its name and behalf as of the date first above written.

CFMOTO Powersports, Inc.

By _____
Eric Fan

Its _____
Chief Executive Officer

By _____

Its _____

STATE OF MINNESOTA)
(ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, by _____.

_____
Notary Public

_____
Notary Stamp or Seal

EXHIBIT A
Legal Description of Development Property

Lot 6, Block 1, Ryan Business Center, Hennepin County, Minnesota.

EXHIBIT B
Equipment List

EXHIBIT C
Grant Contract Agreement

See attached PDF.

CITY OF PLYMOUTH

RESOLUTION NO. 2023-100

RESOLUTION APPROVING THE SUBMISSION OF A MINNESOTA INVESTMENT FUND APPLICATION IN CONNECTION WITH CFMOTO POWERSPORTS, INC.

WHEREAS, the City of Plymouth, Minnesota (the "City"), desires to assist CFMOTO Powersports, Inc., an automotive company, which is proposing to locate and expand in the City;

WHEREAS, in support of this endeavor, the City of Plymouth, is willing to act as the legal sponsor for the project; and

WHEREAS, the City of Plymouth held a public hearing on March 30, 2023, to consider this matter.

NOW, THEREFORE BE IT HEREBY RESOLVED that the City will act as the legal sponsor for the project contained in the Minnesota Investment Fund Application to be submitted on or about March 31, 2023 and that the Mayor and City Manager are hereby authorized to apply to the Department of Employment and Economic Development for funding of this project on behalf of CFMOTO Powersports, Inc.

BE IT FURTHER RESOLVED that the City has legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to administer the proposed project.

BE IT FURTHER RESOLVED that the City has not violated any Federal, State, or local laws pertaining to fraud, bribery, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

BE IT FURTHER RESOLVED that upon approval of its application by the State, the City may enter into the Grant Contract with the State of Minnesota for the approved project, and that the City certifies that it will comply with all applicable laws, statutes, regulations and rules as stated in the Grant Contract and described in the project compliance certification of the application.

BE IT FURTHER RESOLVED that the City will obtain credit reports and credit information on CFMOTO Powersports, Inc. The City will review and return this resolution to the City Council if adverse findings or concerns regarding, but not limited to, tax liens, judgments, court actions, and filings with state, federal and other regulatory agencies are identified. Failure to disclose any such adverse information could result in revocation or other legal action.

NOW, THEREFORE BE IT HEREBY RESOLVED that the Mayor and City Manager, or their successors in office, are hereby authorized to execute the Grant Contract and amendments, thereto, as are necessary to implement the project on behalf of the City.

APPROVED by the City Council on this 30th day of March, 2023.

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 March 30, 2023, 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 30 day of March, 2023.

Jodi M. Gallup, City Clerk

CITY OF PLYMOUTH

RESOLUTION NO. 2024-115

RESOLUTION APPROVING ENTERING A LOAN AGREEMENT FOR THE MINNESOTA INVESTMENT FUND IN CONNECTION WITH CFMOTO POWERSPORTS, INC.

WHEREAS, the City of Plymouth, Minnesota (the "City"), desires to assist CFMOTO Powersports, Inc., a global powersport manufacturing company, in expanding its new USA Headquarters located in Plymouth, MN at 5005 Nathan Lane; and

WHEREAS, in support of this endeavor, the City is willing to act as the legal sponsor for the project; and

WHEREAS, the City held a public hearing on March 30, 2023, to consider this matter and the City Council approved entering into the Minnesota Investment Fund (MIF) Project and the Grant Agreement; and

WHEREAS, the City executed the Grant Agreement with the Minnesota Department of Employment and Economic Development (DEED) on May 26, 2023, in connection with CFMOTO Powersports, Inc.; and

WHEREAS, the City must enter into a Loan Agreement with CFMOTO Powersports, Inc. finalizing the agreement between the City of Plymouth and the company, which includes possible forgivable loan terms.

NOW, THEREFORE BE IT HEREBY RESOLVED that the City approves entering into the Loan Agreement for the MIF project with CFMOTO Powersports, Inc.

BE IT FURTHER RESOLVED that the City has legal authority to enter the Loan Agreement with CFMOTO Powersports, Inc., and manage the financial assistance provided from the Minnesota DEED for the proposed project.

BE IT FURTHER RESOLVED that the City has not violated any Federal, State, or local laws pertaining to fraud, bribery, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

BE IT FURTHER RESOLVED that the City certifies that it will comply with all applicable laws, statutes, regulations, and rules as stated in the Loan Agreement and described in the Project Compliance Certification of the Application.

BE IT FURTHER RESOLVED that the City will obtain all necessary financial information, included but not limited to credit reports and credit information, on CFMOTO Powersports, Inc. The City will review and return this resolution to City Council if adverse findings or concerns regarding, but not limited to, tax liens, judgments, court actions, and filings with state, federal and other regulatory

agencies are identified. Failure to disclose any such adverse information could result in revocation or other legal action.

BE IT FURTHER RESOLVED that the Mayor and City Manager, or their successors in office, are hereby authorized to execute the Loan Agreement, amendments, and all necessary agreements for the MIF project, thereto, as are necessary to implement the MIF project on behalf of the City.

APPROVED by the City Council on this 26th day of March 2024.

STATE OF MINNESOTA)

COUNTY OF HENNEPIN) SS.

The undersigned, being the duly qualified and appointed Deputy 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 March 26, 2024 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 _____, _____.

_____
Deputy City Clerk

City of Plymouth

Agenda Number: **6.9**

Regular City Council

March 26, 2024

To: Dave Callister, City Manager

Prepared by: Erik Fadden, Public Safety Director

Reviewed by: Erik Fadden, Public Safety Director

Item: **Adopt Ordinance amending Section 1135 of the Plymouth City Code concerning therapeutic massage and resolution approving summary publication**

1. Action Requested:

Adopt Ordinance amending Section 1135 of the Plymouth City Code concerning therapeutic massage and resolution approving summary publication of said ordinance.

Approval of the ordinance requires 4/7 vote of council.
Approval of the summary publication resolution requires 6/7 vote.

2. Background:

City Code 1135.07 limits the number of therapeutic massage enterprise licenses within the city to not exceed 15. Over the past year, the police department has received several calls from individuals and businesses interested in opening a new massage business in the City of Plymouth, but the city is at its maximum license limit per city code and cannot issue any new licenses. The 15 enterprise license limit was put into place in 2017 when the city was seeing issues with illegal massage businesses. In surveying 16 other comparable cities, the cities of Plymouth and Blaine are the only two cities with license limits.

In June, 2023, the council discussed the massage ordinance at length after a local business voiced concerns over the educational requirements for massage therapist and massage enterprise license holders. The current ordinance language and recent changes to educational requirements for applicants have been very effective in allowing only legitimate massage therapists to become licensed in the City of Plymouth.

Staff believes the other provisions in the city code have helped control illegal massage businesses within the community and the license limit restriction is no longer necessary.

The City Council discussed removing the license limit at the February 20 special meeting and directed staff to bring back the attached ordinance.

3. Budget Impact:

N/A

4. Attachments:

City Council Ordinance 2024-07
City Council Resolution 2024-116

CITY OF PLYMOUTH

ORDINANCE NO. 2024-07

ORDINANCE AMENDING SECTION 1135 OF THE PLYMOUTH CITY CODE CONCERNING THERAPEUTIC MASSAGE

THE CITY OF PLYMOUTH, MINNESOTA ORDAINS:

SECTION 1. Section 1135.07 of the Plymouth City Code is amended, with existing text and ~~deleted text~~ as follows:

1135.07. - License Required.

A. *Therapeutic Massage Enterprise License*. It shall be unlawful for any person or entity to own, operate, engage in, or carry on, within the City, any type of massage services to the public for consideration without first having obtained a therapeutic massage enterprise license from the City pursuant to this section. ~~The issuing authority shall issue therapeutic massage enterprise licenses in such a manner that the number of therapeutic massage enterprise licenses shall not exceed 15.~~

B. *Massage Therapist License*. It shall be unlawful for any individual to practice, administer, or provide massage services to the public for consideration within the City without first having obtained a massage therapist license from the City pursuant to this section.

SECTION 2. This ordinance shall become effective immediately upon passage.

ADOPTED by the City Council this 26th day of March, 2024.

_____
Jeffry Wosje, Mayor

ATTEST:

_____
Amy Gottschalk, Deputy City Clerk

CITY OF PLYMOUTH

RESOLUTION NO. 2024-116

RESOLUTION APPROVING SUMMARY PUBLICATION OF ORDINANCE NO. 2024-07

ORDINANCE AMENDING SECTION 1135 OF THE PLYMOUTH CITY CODE CONCERNING THERAPEUTIC MASSAGE

Ordinance No. 2024-07 amends Section 1135 of the Plymouth City Code concerning therapeutic massage license limits.

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

APPROVED by the City Council on this 26th day of March, 2024.

City of Plymouth

Agenda Number: **6.10**

Regular City Council

March 26, 2024

To: Dave Callister, City Manager

Prepared by: Erik Fadden, Public Safety Director

Reviewed by: Erik Fadden, Public Safety Director

Item: **Approve payment to Missions Inc. for opioid prevention projects utilizing opioid settlement funds**

1. Action Requested:

Adopt resolution approving payment to Missions Inc. for opioid prevention projects utilizing opioid settlement funds.

2. Background:

Since 2019, the number of drug overdose deaths, most of which were due to opioids have increased nearly 70% in Hennepin County. The number of non-fatal opioid overdoses have also increased 34% in Hennepin County during the same period. In 2022, the city was awarded ongoing funding as part of the National Opioid Settlement. An estimated $660,100 will be dispersed to the city through 2031.

The city has long partnered with Plymouth based Missions, Inc. to provide chemical health, domestic violence and long-term care to people in need. Missions Inc. and the police department have partnered to create a Plymouth opioid response and overdose prevention project. The goal of the project is to reduce the overall number of opioid overdose deaths in the City of Plymouth through increasing support to clients, providing outreach to key areas in the community experiencing a higher level of opioid related incidents, facilitating rapid referrals to detox and withdrawal management services and providing education to community members.

Staff and Missions, Inc. have initially identified an annual contribution of $12,000 to support Missions, Inc. with this new program. The funds would have a direct impact on the City of Plymouth.

In the list of the identified opioid remediation uses allowable (attached) these funds will be used to support Missions, Inc.'s program in the following ways:
Treatment of opioid use disorder (Part one, Sections A-2, A-5, A-7, B-1, B-2, C-8)
Prevention of opioid use disorder (Part two, Sections G-1, G-5, H-1, H-2)

3. Budget Impact:

The city has received $102,845 in opioid settlement funds to date. The agreement set forth in national opioid settlement dictate that the funds must be utilized for future opioid remediation strategies. The city's partnership with Missions, Inc. on the opioid response and opioid prevention project was created with the intent to utilize these funds for its designated purpose.

4. Attachments:

Allowable uses
City Council Resolution 2024-117

EXHIBIT A

List of Opioid Remediation Uses

Settlement fund recipients shall choose from among abatement strategies, including but not limited to those listed in this Exhibit. The programs and strategies listed in this Exhibit are not exclusive, and fund recipients shall have flexibility to modify their abatement approach as needed and as new uses are discovered.

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder ("*OUD*") and any co-occurring Substance Use Disorder or Mental Health ("*SUD/MH*") conditions through evidence-based or evidence-informed programs[5] or strategies that may include, but are not limited to, those that:[6]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication for Opioid Use Disorder ("MOUD")[7] approved by the U.S. Food and Drug Administration, including by making capital expenditures to purchase, rehabilitate, or expand facilities that offer treatment.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine ("*ASAM*") continuum of care for OUD and any co-occurring SUD/MH conditions.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MOUD, as well as counseling, psychiatric support, and other treatment and recovery support services.

[5] Use of the terms "evidence-based," "evidence-informed," or "best practices" shall not limit the ability of recipients to fund innovative services or those built on culturally specific needs. Rather, recipients are encouraged to support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions.

[6] As used in this Exhibit, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

[7] Historically, pharmacological treatment for opioid use disorder was referred to as "Medication-Assisted Treatment" ("MAT"). It has recently been determined that the better term is "Medication for Opioid Use Disorder" ("MOUD"). This Exhibit will use "MOUD" going forward. Use of the term MOUD is not intended to and shall in no way limit abatement programs or strategies now or into the future as new strategies and terminology evolve.

4. Improve oversight of Opioid Treatment Programs ("*OTPs*") to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for people with OUD and any co-occurring SUD/MH conditions, including but not limited to medical detox, referral to treatment, or connections to other services or supports.

8. Provide training on MOUD for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH or mental health conditions.

10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Offer scholarships and supports for certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, licensed mental health counselors, and other mental and behavioral health practitioners or workers, including peer recovery coaches, peer recovery supports, and treatment coordinators, involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, continuing education, licensing fees, or other incentives for providers to work in rural or underserved areas.

12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 ("*DATA 2000*") to prescribe MOUD for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

13. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.

14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including but not limited to new Americans, African Americans, and American Indians.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment ("SBIRT") programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MOUD in hospital emergency departments.

6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MOUD, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

    1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative ("*PAARI*");

2. Active outreach strategies such as the Drug Abuse Response Team ("*DART*") model;

3. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion ("*LEAD*") model;

5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MOUD, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MOUD, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MOUD, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions ("*CTI*"), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF THE PERINATAL POPULATION, CAREGIVERS, AND FAMILIES, INCLUDING BABIES WITH NEONATAL OPIOID WITHDRAWAL SYNDROME.

Address the needs of the perinatal population and caregivers with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal opioid withdrawal syndrome ("*NOWS*"), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MOUD, recovery services and supports, and prevention services for the perinatal population—or individuals who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to caregivers and families affected by Neonatal Opioid Withdrawal Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MOUD, for uninsured individuals with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Provide training for obstetricians or other healthcare personnel who work with the perinatal population and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NOWS babies; expand services for better continuum of care with infant-caregiver dyad; and expand long-term treatment and services for medical monitoring of NOWS babies and their caregivers and families.

5. Provide training to health care providers who work with the perinatal population and caregivers on best practices for compliance with federal requirements that children born with NOWS get referred to appropriate services and receive a plan of safe care.

6. Provide child and family supports for caregivers with OUD and any co-occurring SUD/MH conditions, emphasizing the desire to keep families together.

7. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

8. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.

9. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children

being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("*PDMPs*"), including, but not limited to, improvements that:

    1. Increase the number of prescribers using PDMPs;

    2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

    3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MOUD referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increasing electronic prescribing to prevent diversion or forgery.

8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse, including but not limited to focusing on risk factors and early interventions.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Funding community anti-drug coalitions that engage in drug prevention efforts.

6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration ("*SAMHSA*").

7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health

workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities providing free naloxone to anyone in the community.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Law enforcement expenditures related to the opioid epidemic.

2. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

3. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

5. Support multidisciplinary collaborative approaches consisting of, but not limited to, public health, public safety, behavioral health, harm reduction, and others at the state, regional, local, nonprofit, and community level to maximize collective impact.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring ("*ADAM*") system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MOUD and their association with treatment engagement and treatment outcomes.

M. POST-MORTEM

1. Toxicology tests for the range of opioids, including synthetic opioids, seen in overdose deaths as well as newly evolving synthetic opioids infiltrating the drug supply.

2. Toxicology method development and method validation for the range of synthetic opioids observed now and in the future, including the cost of installation, maintenance, repairs and training of capital equipment.

3. Autopsies in cases of overdose deaths resulting from opioids and synthetic opioids.

4. Additional storage space/facilities for bodies directly related to opioid or synthetic opioid related deaths.

5. Comprehensive death investigations for individuals where a death is caused by or suspected to have been caused by an opioid or synthetic opioid overdose, whether intentional or accidental (overdose fatality reviews).

6. Indigent burial for unclaimed remains resulting from overdose deaths.

7. Navigation-to-care services for individuals with opioid use disorder who are encountered by the medical examiner's office as either family and/or social network members of decedents dying of opioid overdose.

8. Epidemiologic data management and reporting to public health and public safety stakeholders regarding opioid overdose fatalities.

CITY OF PLYMOUTH

RESOLUTION NO. 2024- 117

RESOLUTION AUTHORIZING PAYMENT TO MISSIONS INC. FROM THE OPIOID SETTLEMENT FUND FOR THE OPIOID RESPONSE AND OPIOID PREVENTION PROJECT

WHEREAS, drug overdose deaths and non-fatal opioid overdoses have increased in Hennepin County since 2019; and

WHEREAS, the City of Plymouth has been awarded approximately $660,000 in funds from the National Opioid settlement; and

WHEREAS, the City of Plymouth has a long-standing partnership with Plymouth based Missions, Inc., who provides chemical health, domestic violence, and long-term care to people in need; and

WHEREAS, Missions Inc. has partnered with the Police Department to create an opioid response and opioid prevention project to reduce the prevalence of opioid abuse in the City of Plymouth; and

WHEREAS, the National Opioid Settlement funds must be used for opioid remediation strategies.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that the payment in the amount of $12,000 to Missions Inc., is authorized from the National Opioid Settlement fund.

APPROVED by the City Council on this 26th day of March, 2024.

City of Plymouth

Agenda Number: **6.11**

Regular City Council

March 26, 2024

To: Dave Callister, City Manager

Prepared by: Chloe McGuire, Planning and Development Manager

Reviewed by: Grant Fernelius, Community and Economic Development Director

Item: **Approve conditional use permit to allow an indoor commercial recreation use in the I-2 (general industrial) zoning district located at 14355 23rd Street (ETS Enterprises LLC -- 2024010)**

1. Action Requested:

Motion to approve the conditional use permit to allow an indoor commercial recreation use in the I-2 (general industrial) zoning district located at 14355 23rd Street.

2. Background:

Request for a conditional use permit to allow an indoor commercial recreation use in the I-2 (general industrial) zoning district located at 14355 23rd Avenue. The Planning Commission met on March 20, 2024 and unanimously recommended approval of the item.

3. Budget Impact:

NA

4. Attachments:

Report
Location Map
Applicant Plans
City Council Resolution 2024-118

City of Plymouth

To: Plymouth Planning Commission

From: Lori Sommers, Senior Planner (763-509-5457)
Community and Economic Development Department

Subject: ETS Enterprises LLC
Conditional use permit to allow indoor commercial recreation use in the I-2 (general industrial) zoning district
2024010

Deadline: June 7, 2024

Summary
Request for a conditional use permit to allow indoor commercial recreation use in the I-2 (general industrial) zoning district, within the existing building at 14355 23rd Avenue. Under the plan, a portion of the existing building would be remodeled into a fitness and training facility.

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



Recommended Action
Community and Economic Development Department Staff recommend approval of the conditional use permit to allow indoor commercial recreation use in the I-2 (general industrial) zoning district.

Site Information

Zoning and Land Use
The property is zoned I-2 (general industrial) and guided IND (industrial).

	Zoning	Land Use Designation (2040 Comprehensive Plan)
Subject Property	I-2	IND
North	I-2	IND
East	I-2	IND
South	I-2	IND
West	I-2	IND

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

Natural Characteristics of Site
The site lies in the Bassett Creek Watershed District. The site is not in the Shoreland Overlay District and does not contain any wetlands or floodplain.

Previous City Actions Affecting Site
In 1985, the City Council approved a lot division, site plans, and variances for the construction of two office/warehouse buildings.

The building was constructed in 1986.

Analysis of Request
The applicants are requesting approval of a conditional use permit for an indoor commercial recreation use to allow the operation of ETS Plymouth. The applicant is proposing to construct fitness and training facility in the 4,652 square foot tenant space and 3,025 square foot office space. They would have a maximum of 20 strength athletes and 20 speed athletes for group classes. The hours of operation are to be from 6-8 AM and 3-8 PM, during the school year, with summer hours to be 7 AM to 5 PM. No exterior building changes are proposed.

Site Plan
Parking is generally the main item that is reviewed for this type of application. There are presently 55 parking spaces on the site. The zoning ordinance requires that indoor commercial recreation uses provide one parking space for every 300 square feet of building space based on 90 percent of gross floor area, unless an applicant demonstrates that their parking needs are less than required by the ordinance. Office space requires one parking space for every 250 square feet of building space. Consequently, the ordinance would require 25 parking spaces for this use, unless the applicant demonstrates that their parking needs are lower.

Based on the other uses within the building, the zoning ordinance would require a total of 51 parking spaces. The applicant would be required to re-strip the parking lot to accommodate the additional required ADA parking space. This would bring the total number of parking spaces on site to 53 total parking spaces for the site. The proposal meets the City regulations relating to parking requirements.

Conditional Use Permits

To approve a conditional use permit, the City Council must make the following findings. The following findings are written for approval of the request. If the Planning Commission recommends denial, each of the following findings must be made by the Planning Commission for denial.

1. Would the conditional use permit (CUP), and its resulting construction or project, be in harmony with the general purposes and intent of the Zoning Ordinance and be consistent with the comprehensive plan?
   Finding: Staff finds that the request is in harmony with the general purposes and intent of the Zoning Ordinance and consistent with the comprehensive plan.

2. Would the conditional use permit (CUP), and its resulting construction or project, promote and enhance the general public welfare and not be detrimental to or endanger the public health, safety, morals or comfort?
   Finding: Staff finds that the request would not be detrimental to, or endanger, public health, safety, morals, or comfort and would promote and enhance the general public welfare by promoting health, wellness and recreation to the general public.

3. Would the conditional use permit (CUP), and its resulting construction or project, be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, or substantially diminish and impair property values within the neighborhood?
   Finding: Staff finds that the request would not be injurious to the use and enjoyment of other properties in the immediate vicinity, nor will it diminish or impar property values within the neighborhood. The facility will operate in a manner that contributes positively to the community.

4. Would the conditional use permit (CUP), and its resulting construction or project, impede the normal and orderly development and improvement of surrounding property for uses permitted in the district?
   Finding: Staff finds that the request would not impede normal development and improvement of surrounding property for uses in the district and will actively collaborate with neighboring property owners to ensure harmonious coexistence and support the ongoing development in the area.

5. Have adequate measures been taken, or will be taken, to provide ingress, egress, and parking so designed as to minimize traffic congestion in public streets?

Finding: Staff finds that the request has taken into consideration the parking needs of the project and of the existing businesses within the building and have provided sufficient on-site parking on site to meet the city's regulations.

6. Would the conditional use permit (CUP), and its resulting construction or project, conform to the applicable regulations of the district in which it is located?
   Finding: Staff finds that the request would conform to the regulations of the district.

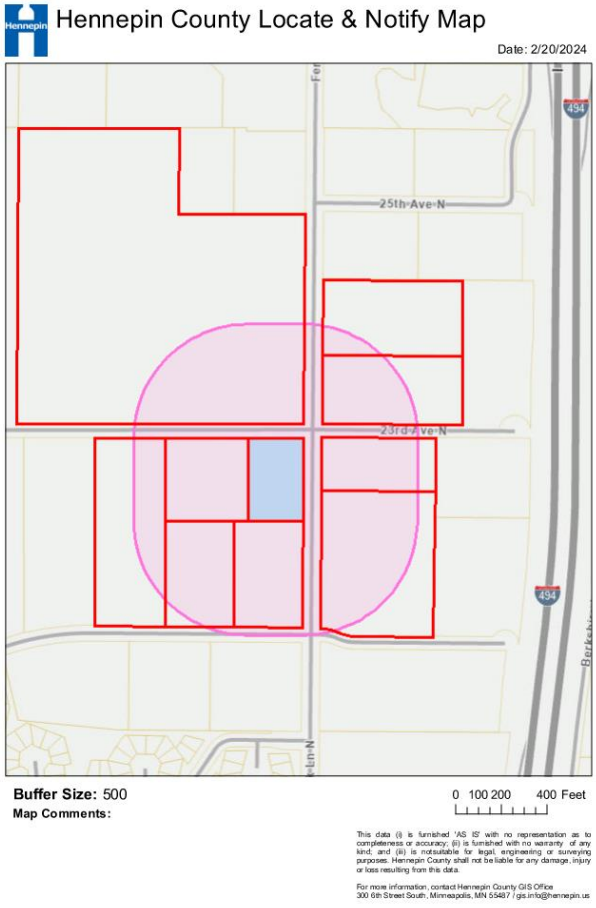
7. Would the conditional use permit (CUP), and its resulting construction or project, comply with the general and specific performance standards as specified by Section 21015 and the Plymouth Zoning Ordinance?
   Finding: Staff finds that the request would comply with the general and specific performance standards of the Zoning Ordinance.

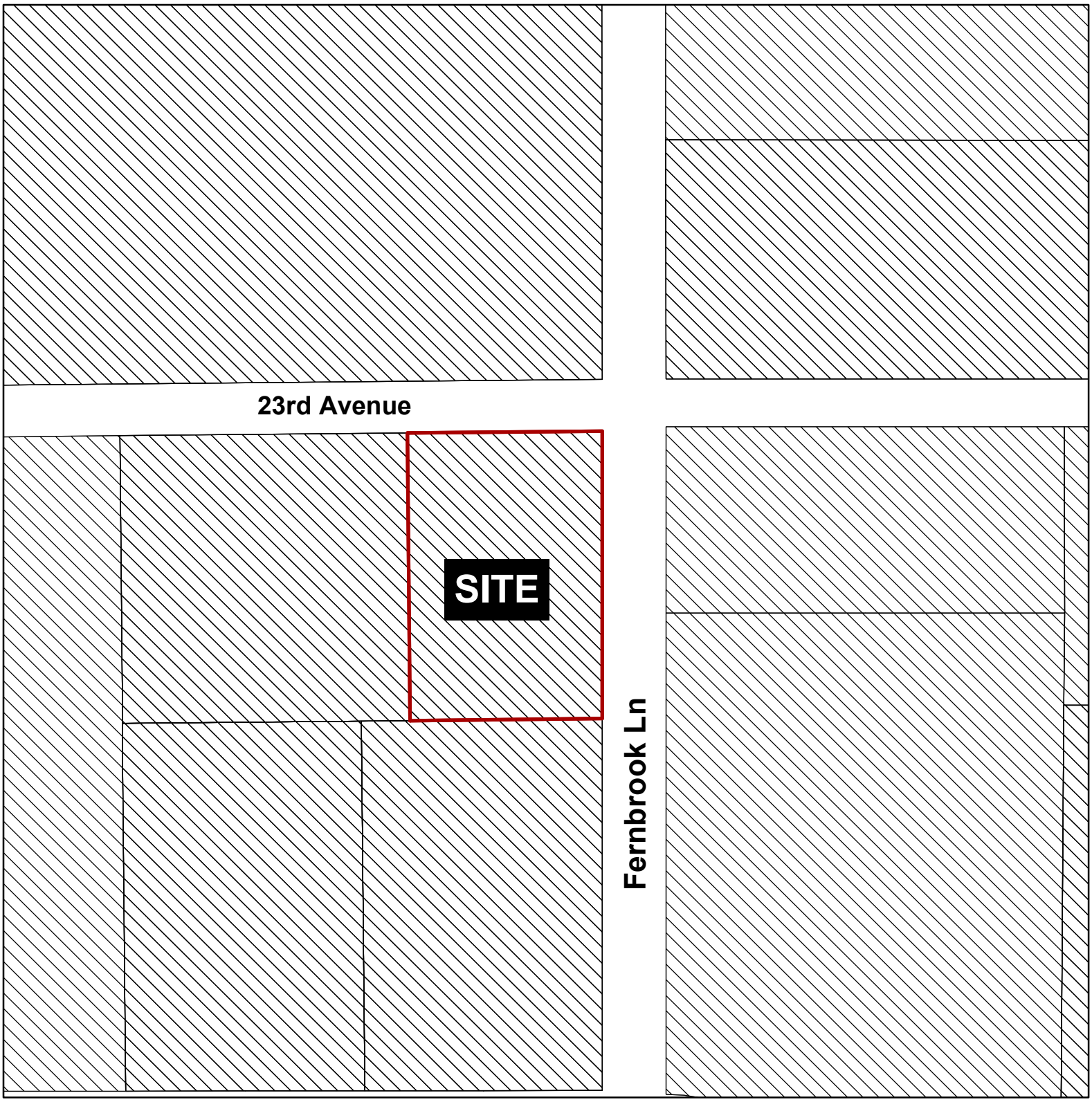
Level of Discretion in Decision-Making

The City's discretion in approving or denying a conditional use permit is limited to whether or not the proposal meets the standards listed in the zoning ordinance. If it meets the specified standards, the city must approve the conditional use permit. However, the level of discretion is affected by the fact that some of the standards may be open to interpretation.

Public Notice

Notice of the public hearing was mailed to all property owners within 500 feet of the site.





2024010

Legend

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

City of Plymouth

City of Plymouth

Community and Economic Development Department
3400 Plymouth Blvd
Plymouth, MN 55447
(763) 509-5450

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

The proposed project for ETS Enterprises LLC is to establish a fitness and training facility at 14355 23rd Avenue N in Plymouth. We require a conditional use permit to comply with local zoning regulations. This existing building sits within an I-2 zone. In this zone Fitness Centers are allowable but only as a conditional use. Hence, this permit is necessary to operate the facility and provide fitness services, such as specialized training programs and group classes.

How does the use, and associated conditional use permit, comply with, and effect, the Plymouth Comprehensive Plan?

The use of the facility and the conditional use permit are in accordance with the Plymouth Comprehensive Plan by promoting health, wellness, and recreation as important facets of community development.

Explain how the establishment, maintenance, or operation of this conditional use will promote and enhance the general public welfare and will not be detrimental to or endanger the public health, safety, morals or comfort.

The establishment, maintenance, and operation of this conditional use for ETS Enterprises LLC will promote public welfare through the promotion of health, community engagement, safety measures, and adherence to regulations, as well as through maintaining occupied vs vacant space in the community. It will not be detrimental to or endanger the public health, safety, morals , or comfort of the community, as the entire foundation of ETS is health, fitness, nutrition, excellence and community.

Explain how the conditional use permit would not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.

On the contrary, ETS Enterprises LLC will bring a positive vibrancy to the building, with limited effect on traffic. The granting of the conditional use permit for ETS Enterprises LLC will not be injurious to the use and enjoyment of other properties in the immediate vicinity. It will not substantially diminish or impair property values within the neighborhood. The facility will operate in a manner that respects the rights and interests of neighboring properties and contributes positively to the community as a whole.

Explain how the establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.

The establishment of the conditional use for ETS Enterprises LLC will not impede the normal and orderly development and improvement of surrounding properties for uses permitted in the district. The facility will operate within the established guidelines and will actively collaborate with neighboring property owners to ensure a harmonious coexhistance and support the ongoing development in the area. If anything, the presence of ETS Enterprises LLC may promote healthy development given its positive mission.

Community and Economic Development Department
3400 Plymouth Blvd
Plymouth, MN 55447
(763) 509-5450

Explain how adequate measures have been, or will be, taken to provide ingress, egress, and parking so designed as to minimize traffic congestion in public streets.

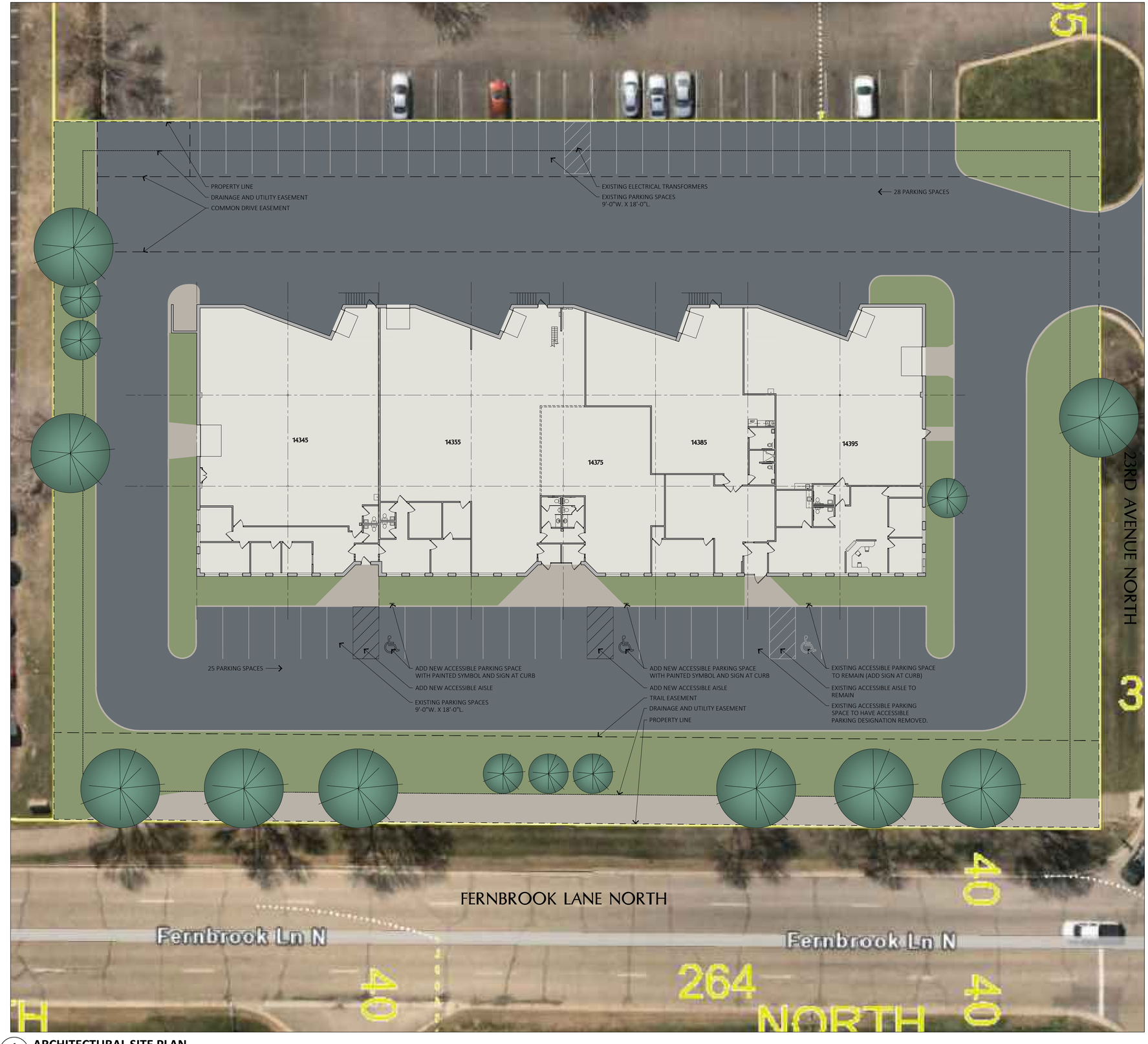
A comprehensive traffic management plan will be implemented, sufficient on-site parking will be provided, and alternative transportation options will be encouraged. Many of our clientele will be picked-up/dropped and won't infringe upon the traffic of the building or neighborhood. These measures aim to ensure the smooth flow of traffic and minimize any negative impacts on the surrounding road network.

Will the conditional use conform to the applicable regulations of the district in which it is located? Explain.

The conditional use for ETS Enterprises LLC will conform to the applicable regulations of the district in which it is located. By complying with the local zoning ordinances, the facility will operate within the established legal framework and contribute to the orderly development of the district.

Does the conditional use comply with the general and specific performance standards as specified by Section 21015 and the Plymouth Zoning Ordinance?

Yes.



1 A100 **ARCHITECTURAL SITE PLAN**
1/16" = 1'-0"

CONDITIONAL USE NOTES

BUILDING PARKING COUNT

SUITE #	OFFICE SF (/250)	WAREHOUSE SF (/2,000)	FITNESS SF (/300)
SUITE 14345	1,040 SF	4,373 SF	0 SF
SUITE 14355 & 14375	3,025 SF	0 SF	4,652 SF
SUITE 14385	1,426 SF	2,567 SF	0 SF
SUITE 14395	1,592 SF	3,258 SF	0 SF
TOTAL	7,083 SF	10,198 SF	4,652 SF
% OF BLDG	32%	47%	21%
REQUIRED PARKING	29 SPACES	6 SPACES	16 SPACES

EXISTING PARKING SPACES = 55 SPACES
EXISTING ACCESSIBLE PARKING SPACES = 2 SPACES

REQUIRED PARKING SPACES = 51 SPACES
REQUIRED ACCESSIBLE PARKING SPACES = 3 SPACES

PROPOSED PROVIDED PARKING SPACES = 53 SPACES
PROPOSED PROVIDED ACCESSIBLE PARKING SPACES = 3 SPACES

FITNESS CENTERS ALLOWABLE IN I-2 ZONE AS A CONDITIONAL USE.

PROJECT NAME

ETS PERFORMANCE CONDITIONAL USE PERMIT

14355 23RD AVE N PLYMOUTH, MN 55447

ARCHITECT

MOHAGEN HANSEN Architecture | Interiors
1000 Twelve Oaks Center Dr.
Suite 200
Wayzata MN 55391
Tel 952.426.7400
Fax 952.426.7440

REGISTRATION

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

NOT FOR CONSTRUCTION

TODD MOHAGEN, AIA, NCARB

DATE XX/XX/XXXX **Lic. No.** 18074

THE ARCHITECT SHALL BE DEEMED THE AUTHORS AND OWNERS OF THEIR RESPECTIVE INSTRUMENTS OF SERVICE AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHTS OF THE ATTACHED DOCUMENTS.

ISSUE RECORD

NO.	DESCRIPTION	DATE
	CONDITIONAL USE PERMIT	**02/02/2024**

DRAWING INFORMATION

PROJECT NUMBER: 24047
DRAWN BY: G.MENDEN
CHECKED BY: T.MOHAGEN/P.CARR
DATE: FEBRUARY 2, 2024
COMPUTER DIRECTORY: \Jobs\14365-23rd-Ave_Tenants\24047_ETS-CUP

SHEET DESCRIPTION

ARCHITECTURAL SITE PLAN

PHASE

CONDITIONAL USE PERMIT

N

A100

K:\Jobs\14365_14395 23rd Ave\TENANTS\24047_ETS-CUP\04_Dwg\MasterDwgs\ETS_CUP\sheets\24047-A100 ARCHITECTURAL SITE PLAN.dwg

CITY OF PLYMOUTH

RESOLUTION NO. 2024-118

RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR ETS ENTERPRISES LLC, FOR PROPERTY LOCATED AT 14355 23RD AVENUE (2024010)

WHEREAS, ETS Enterprises LLC has requested approval of a conditional use permit to allow an indoor commercial recreation use in the I-2 (light industrial) zoning district at 14355 23rd Avenue; and

WHEREAS, the subject site is presently legally described as follows:

That part of Lot 7, Block 2, Circle Star Business Center First Addition, which lies north of a line 361.00 feet south of, measured at right angles to and parallel with the north line of said Lot 7, Hennepin County, Minnesota. Torrens Property, Torrens Certificate No. 1150559; and

WHEREAS, the Planning Commission has reviewed said request at a duly called public hearing and recommends approval.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA, that it should and hereby does approve the request by ETS Enterprises LLC for a conditional use permit to allow an indoor commercial recreation use in the I-2 (light industrial) zoning district at 14355 23rd Avenue, subject to the following conditions:

1. The requested conditional use permit is hereby approved in accordance with the application and plans received by the city on February 8, 2024, with additional information on February 9, 2024, except as may be amended by this resolution.

2. The requested conditional use permit is approved with the findings that all applicable conditional use permit standards would be met, as outlined in the zoning ordinance.

3. A building permit is required prior to commencement of the project.

4. The permit is subject to all applicable building and fire codes, and to all city regulations and ordinances. Any violation thereof shall be grounds for revocation.

5. Standard Conditions:
   a. Any subsequent phases or expansions are subject to required reviews and approvals per ordinance provisions.
   b. The site shall remain in conformance with section 2025 of the city code regarding noise regulations.
   c. Compliance with the city's lighting regulations.
   d. All signage shall require separate permits and shall be in conformance with the sign regulations in section 21155 of zoning ordinance.
   e. Compliance with city's landscaping regulations.

f. The conditional use permit shall expire one year after the date of approval, unless the property owner or applicant has started the project, or unless the applicant, with the consent of the property owner, has received prior approval from the city to extend the expiration date for up to one additional year, as regulated under sections 21045.09 and 21015.07, respectively, of the zoning ordinance.

APPROVED by the City Council on this 26th day of March, 2024.

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) SS.

The undersigned, being the duly qualified and appointed Deputy 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 March 26, 2024, 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 _____, _____.

_____
Deputy City Clerk

City of Plymouth

Agenda Number: **6.12**

Regular City Council

March 26, 2024

To:	Dave Callister, City Manager
Prepared by:	Chloe McGuire, Planning and Development Manager
Reviewed by:	Grant Fernelius, Community and Economic Development Director
Item:	**Adopt annual City Code and Zoning Ordinance amendments and summary publication**

1. Action Requested:

Motion to approve the attached ordinances and resolution for summary publication.

Approval requires a 4/7 vote of the City Council, except that approval of summary publication requires a 6/7 vote.

2. Background:

Each year, the Community and Economic Development Department brings forward regular code amendments to clean up existing language, make the City Code and Zoning Ordinance more user-friendly and effective, and resolve issues that have popped up throughout the year. Highlights included in the proposed amendments include: updating the native landscapes section to be consistent with State Statute, adding EV chargers as an allowed accessory use with permit in each zoning district, removing Christmas Tree Sales in each district since they are duplicative in nature and outdoor temporary sales are already allowed in each district, and removing uses from the Public/Institutional District that do not typically align with said district. Additionally, the proposed changes include requiring internal trash and recycling space for new multifamily buildings.

The proposed changes have been reviewed and approved by the Development Review Committee of city staff, which includes Public Works/Engineering, Public Safety - Police and Fire, Parks and Recreation, Planning and Economic Development, and Administration.

The Planning Commission met on February 21, 2024 and held a public hearing on the proposed changes. No comments were received from the public and the Planning Commission recommended approval of the attached ordinances.

3. Budget Impact:

NA

4. Attachments:

Draft Planning Commission Minutes

City Council Ordinance 2024-08
City Council Ordinance 2024-09
City Council Resolution 2024-124

Proposed Minutes
Planning Commission Meeting
February 21, 2024

Chair Boo called a Meeting of the Plymouth Planning Commission to order at 7:00 p.m. in the Council Chambers of City Hall, 3400 Plymouth Boulevard, on February 21, 2024.

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

COMMISSIONERS ABSENT: Bill Wixon

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

Chair Boo led the Pledge of Allegiance.

Sections deleted

(5.3) Review annual city code and zoning ordinance amendments

Planning and Development Manager McGuire presented the staff report.

Chair Boo noted a sentence that should be cleaned up relating to body art establishments. He referenced home occupation permits and asked if an applicant could request more than five clients per day.

Planning and Development Manager McGuire confirmed that a request could be made for more than five, but that would need to be considered by the city council.

Chair Boo referenced the allowance for EV charging stations in all districts and suggested that there would be staff developed criteria on what EV charging would mean as there are different levels of charging.

Commissioner Fowler referenced the exterior building finishes and asked if the intention would be to remove metal sheds. He recommended wording that in a way that would allow architecturally finished metal products. He stated that perhaps this section should be reviewed in more detail as it is currently confusing as many common materials are not listed. He stated that many cities classify the materials into different categories and then allow a percentage of materials from each category.

Planning and Development Manager McGuire acknowledged that the city currently has very little architectural control. She suggested removing that section from this item and noted that staff could bring that back on its own for continued discussion and review.

Commissioner Anderson

Planning and Development Manager McGuire

Motion was made by Boo, and seconded by Commissioner Olson, to recommend approval of the recommended changes for the city code and zoning ordinance, removing the section on architectural materials and as discussed, subject to the conditions within the draft resolution.

Further discussion: Commissioner Jerulle asked why a letter of credit would be removed as a requirement, which is listed on page four of the packet.

Planning and Development Manager McGuire clarified that entire section was proposed for removal which related to administrative approval. She stated that the requirement for the letter of credit would remain in general as this would remove the administrative approval process.

Commissioner Jerulle referenced the proposed removal for retail within public institutional district.

Planning and Development Manager McGuire replied that standalone retail is not a desired use within the public institutional district.

Commissioner Jerulle referenced section 15, PUD planned unit development and the proposed addition related to public benefit, asking for more information.

Planning and Development Manager McGuire commented that the public benefit component is not currently included but is listed in state statute. She stated that the PUD policy would define the public benefit via that policy. She stated that this would address the public benefit while the policy is being developed.

Commissioner Jerulle requested to strike that until the policy is completed.

Chair Boo and Commissioner Olson accepted that friendly amendment.

Chair Boo opened the public hearing.

No comments.

Chair Boo closed the public hearing.

Upon a roll call vote, with all Commissioners voting in favor, the motion carried.

CITY OF PLYMOUTH

ORDINANCE NO. 2024-08

ORDINANCE AMENDING CHAPTERS 6, 8, 13, AND 20 OF THE PLYMOUTH CITY CODE (2024003)

THE CITY OF PLYMOUTH ORDAINS:

Section 1. Amendment of City Code. Section 600.14 of the Plymouth City Code (GARBAGE AND RUBBISH DISPOSAL - Storage of Solid Waste and Recycling Containers; Point of Collection.), is hereby amended, with existing text and new text as follows:

Section 600.14 – Storage of Solid Waste and Recycling Containers; Point of Collection.

Solid waste containers and recycling containers, herein referred to as containers, shall be kept in or next to the garage of the home or if no garage is present, directly behind or next to the rear or side of the home at all times other than the time of collection. On properties with an exterior dumpster enclosure, all containers shall be stored in the enclosure at all times other than the time of collection. On properties with an internal enclosure, all containers shall be stored in the building at all times other than the time of collection. Collection of garbage, rubbish, yard waste, and recyclables through the recycling collection service contract or through a licensed collector will occur at curbside and alley locations, herein referred to as the point of collection. Containers will be kept clean and maintained such as to prevent harborage of animals, insects, and other vermin. Each container shall be provided with a bail or handles and a tight fitting cover. Containers shall be placed at the point of collection in a manner that prevents containers from overturning. Containers shall not be placed for collection in a manner that impedes access to, maintenance of, or usage of the public roadways. Containers shall be placed at the point of collection no more than 24 hours before collection, and containers may not be left at the point of collection, for more than 24 hours after collection.

Section 2. Amendment of City Code. Section 807 of the Plymouth City Code (VEGETATION MANAGEMENT), is hereby amended, with existing text, ~~deleted text~~, and new text as follows:

Section 807. – Vegetation Management

Section 807.01. – Purpose and Intent.

The purpose and intent of this Section is to establish minimum standards for vegetation management while recognizing a variety of landscapes within a community adds diversity and richness to the quality of life for all residents. Managed turf grass lawns are recognized as the dominant feature in the landscape, while the benefit from the variety, beauty, and practical

value of diverse landscapes is also recognized. The City seeks to encourage each property owner to create and sustain their property in a state of good health and vigor, as opposed to one of neglect. It is the intent of this ordinance to require vegetated areas to be managed in ways that do not adversely affect human health or safety, or pose a threat to turf grass or landscape establishment.

Section 807.02 – Definitions.

The following words and terms, wherever they occur in this Section, shall be interpreted as herein defined:

Noxious Weeds means ~~and includes~~ an annual, biennial, or perennial plants that the Commissioner of Agriculture has designated as Prohibited Eradicate and/or Prohibited Control to be injurious to public health, the environment, public roads, crops, livestock, or other property pursuant to Minnesota Statutes § ~~18.79~~ 18.71 and 18.77 Subdivision 8.

~~*Nuisance Vegetation* means and includes noxious weeds, prohibited plants, rank vegetation, turfgrass that exceeds eight inches in length, and trees or shrubs that impede travel or sight lines on a roadway, trail, or sidewalk.~~

Prohibited Plants means and includes: articum minus (common burdock); amuranthus retroflexus (pigweed); rumex crispus (curly dock); abutilon theophrasti (velvetleaf); ambrosia spp (ragweed); kochia scoaria (kochia); melilotus officianalis (sweetclover); chenopodium album (lambs quarter); barbarea vulgaris (yellow rocket); and erassica kaber (wild mustard). For the purposes of this Section, taraxacum spp (common dandelion) or glechoma hederacea (creeping charlie) are not considered to be prohibited plants.

Property means and includes the land lying within the boundary of a lot or parcel, together with directly abutting boulevards (roadway rights-of-way) and directly abutting trail or sidewalk outlots. For purposes of this Section, if an abutting trail or sidewalk outlot lies between and abuts a roadway, the term "property" shall include the trail or sidewalk outlot and boulevard area extending to the nearest edge of the roadway, and if such abutting trail or sidewalk outlot abuts another property, the term "property" shall include the trail or sidewalk outlot area extending to the nearest edge of the trail or sidewalk.

Rank Vegetation means and includes uncultivated vegetation that generally grows at a rapid rate and is planned, unintentional, or accidental. Rank vegetation does not include native buffers along wetlands, streams, and lakes.

807.03. – Vegetation Length.

Except where native landscapes are allowed under Section 811 of this Chapter and except on property zoned FRD (future restricted development), the length of turf grass ~~and/or rank vegetation~~ may not exceed eight inches.

807.04. – ~~Nuisance Vegetation~~Noxious Weeds.

~~Nuisance vegetation is~~ Noxious weeds are prohibited. Property owners are responsible for eradication, removal, trimming, and/or maintenance of ~~nuisance vegetation~~ noxious weeds and tall turf grass on their property, as defined in this Section.

807.05. - Notification Procedure.

If a property, as defined in this Section, contains nuisance vegetation, the City shall notify the property owner by sending a letter by first class mail to the property owner or posting a notice on the property. The notice shall include pertinent information regarding the nature of the violation, method of correction and a deadline for correcting the violation.

807.06. - Corrective Action by City.

If the owner of any property fails to comply with a notice, as provided for by Subd. 807.05, the City may issue the property owner a citation.

807.07. – Hardship and Appeal

Property owners shall be exempt from the requirements of this section if, as a result of circumstances beyond their control, the property owner is prevented from controlling the height of turf grass and/or rank vegetation on their property because of a hardship. A property owner may apply in writing to the Park and Recreation Director for a hardship determination. Hardship means that because of greater than 3:1 steep slopes or standing water it is not feasible to maintain the area safely. The Park and Recreation Director shall review the property and determine whether a hardship exists. The decision of the Park and Recreation Director may be appealed by the property owner to the Council by filing a written appeal within ten days of the Park and Recreation Director's decision.

Section 3. Amendment of City Code. Section 811 of the Plymouth City Code (NATIVE LANDSCAPES), is hereby amended, with existing text, ~~deleted text~~, and new text as follows:

811.01. - Purpose and Intent.

Native landscapes can add to the richness and quality of life in the community. They can reduce the need for lawn irrigation and chemical treatments, provide habitat for diverse plant and animal species, and provide food for residents. The purpose and intent of this Section is to recognize and encourage variety in landscapes, which includes but is not limited to, preservation or re-creation of natural areas and provision of diversity in plantings.

811.02. - Definition of Native Landscapes.

Public or privately-owned areas set aside to preserve, enhance, or re-create natural characteristics ~~and areas planted with native- or food-producing species~~ defined as a "managed natural landscape" in Minnesota Statutes § 412.925.

811.03. - Rules.

Subd. 1. ~~Native landscapes shall not exceed 50 percent of the vegetated yard areas of private properties.~~

~~Subd. 2. A minimum of eight feet of maintained area (i.e., sod or mulch) is required between native landscapes on private properties and any roadway, sidewalk, trail, or lot line.~~

~~Subd. 3.~~ Compliance shall be met with Section 807 (vegetation management) of this Code.

~~811.04. - Duration.~~

~~If the City determines that a property owner is not meeting the requirements outlined in this Section, at the owner's expense, the native landscape shall be removed and the subject area(s) shall be sodded or seeded with typical perennial lawn grass (such as Kentucky bluegrass) that is mowed in compliance with Section 807.03 of this Chapter.~~

Section 4. Amendment of City Code. Section 1315 of the Plymouth City Code, Chapter XIII (TRAFFIC, MOTOR VEHICLES AND OTHER VEHICLES - SALE OF UNCLAIMED MOTOR VEHICLES), is hereby amended, with existing text, ~~deleted text~~, and new text as follows:

1315.01. - Abandoned Motor Vehicle Law Adopted by Reference.

Minnesota Statutes, Sections 168B.01 through 168B.10, as amended, is hereby adopted by reference and is as much a part of this Code as if fully set forth herein. A violation of the statutes adopted herein by reference is a violation of this Code.

1315.03. - Definitions.

The following definitions shall apply in the interpretation and enforcement of this Section.

Property means any real property within the City which is not a street or highway.

Street or highway means the entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel.

1315.05. - Parking or Abandonment of Junk ~~Cars~~ Vehicles Prohibited.

Subd. 1. General Rule. No person shall park, keep, place, store or abandon any Junk ~~Car or~~ Vehicle on a public Street, Highway, roadway or alley within the City.

Subd. 2. Time Limit. No person in charge or control of any property within the City, whether as owner, tenant, occupant, lessee or otherwise, shall allow any Junk ~~Car~~ Vehicle to remain on such property longer than 96 hours and no person shall leave a Junk ~~Car~~ Vehicle on any Property within the City for a longer period than 96 hours.

Subd. 3. Exceptions. This Section shall not apply to the following:

A. To a Vehicle in an enclosed building.

B. To a Vehicle on the premises of a business enterprise operated in a lawful place and manner, when necessary to the operations of such business enterprise.

C. To a Vehicle in an appropriate storage place or depository maintained in a lawful place and manner by the City or its agents.

Section 1315.07. - Impounding of Junk ~~Cars~~ Vehicles.

Subd. 1. Police Duties. The Director of Public Safety is hereby authorized to remove or have removed any Vehicle left at any place within the City which reasonably appears to be in violation of this Section or is lost, stolen or unclaimed.

Subd. 2. Impounding. The impounding of such Vehicle shall be in accordance with the provisions of this Section.

Section 5. Amendment of City Code. Section 2020.07 of the Plymouth City Code (Shade Tree Diseases), is hereby amended, with existing text, ~~deleted text~~, and new text as follows:

Subd. 1. Nuisances Declared. The following things are public nuisances whenever they may be found within the City:

A. Any living or standing elm tree or part thereof infected to any degree with the Dutch elm disease fungus Ophiostoma Nova-Ulmi of Ophiostoma Ulmi or which harbors any of the elm bark beetles Scolytus Multistriatus (Eichh.) or Hyluigopinus Rufipes (Marsh).

B. Any dead elm tree or part thereof, including logs, branches, stumps, firewood or other elm material from which the bark has not been removed and burned or sprayed with an effective elm bark beetle insecticide.

C. Any living or standing oak tree, or part thereof infected to any degree with oak wilt disease.

D. Any tree or shrub which in the opinion of the Forester, has become or threatens to become a hazard so as to adversely affect the public safety, whether such tree or shrub shall be on public or private property.

E. Any insect and/or pest that threatens the health of the shade trees, including, but not limited to, the ~~Gypsy~~ Spongy Moth ~~moth~~, Asian Long-Horned Beetle ~~horned beetle~~, and Emerald Ash Borer ~~borer~~.

Subd. 2. Abatement. It is unlawful for any person to permit any public nuisance as defined in Subdivision 1 to remain on any premises owned or controlled by that person within City limits. Such nuisances may be abated in the manner prescribed by this Section.

Section 6. Amendment of City Code. Section 2025.05 of the Plymouth City Code (NOISE—Hourly Restriction on Certain Operations), is hereby amended, with existing text, ~~deleted text~~, and new text as follows:

Subd. 3. Refuse Hauling and Recycling Collection. No person shall collect or remove garbage, compost, or refuse or collect designated recyclables in any residential district, nor on any parcel directly abutting any residential district, except between the hours of 7:00 a.m. and 10:00 p.m.

2025.05. - Hourly Restriction on Certain Operations.

Subd. 1. Recreational Vehicles and Snowmobiles. No person shall, between the hours of 10:00 p.m. and 7:00 a.m., drive or operate any snowmobile or other recreational vehicle not licensed for travel on public highways.

Subd. 2. Domestic Power Equipment. No person shall operate a power lawn mower, power hedge clipper, chain saw, mulcher, garden tiller, edger, leaf blower/vacuum, drill or other similar domestic power maintenance equipment except between the hours of 7:00 a.m. and 10:00 p.m.

Subd. 3. Refuse Hauling and Recycling Collection. No person shall collect or remove garbage, compost, or refuse or collect designated recyclables in any residential district, nor on any parcel directly abutting any residential district, except between the hours of 7:00 a.m. and 10:00 p.m.

Subd. 4. Construction, Maintenance and Repair Activities. No person shall engage in or permit construction, maintenance and repair activities involving the use of any kind of electric, diesel or gas-powered motor vehicles or machine or other power equipment except between the hours of 7:00 a.m. and 10:00 p.m. Monday through Friday and 8:00 a.m. and 9:00 p.m. Saturday, Sunday, and holidays (New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas).

Subd. 5. Exceptions. The following uses and activities are exempt from this Section as specified below:

A. Snow removal motor vehicles, equipment and operations are exempt from Section 2025.05, Subd. 2, and Section 2025.05, Subd. 4.

B. Equipment and vehicles used for maintenance of public or private golf courses, public and private driving ranges, ice skating rinks on public property, and ski trail

grooming on public property are exempt from the hourly restrictions of Section 2025.05, Subd. 1, Subd. 2, and Subd. 4.

C. Golf carts for use on public or private golf courses are exempt from Section 2025.05, Subd. 1 and Subd. 4.

D. Routine testing and maintenance of emergency back-up generators shall comply with Section 2025.05, Subd. 2. Emergency back-up generators operated during power outages are exempt from Section 2025.05, Subd. 2.

E. Sanitary sewer cleaning performed by the City, Metropolitan Council, or their agents is exempt from Section 2025.05, Subd. 4.

F. Public projects lasting five days or fewer and performed by a governmental agency or their agents are exempt from Section 2025.05, Subd. 4.

Section 7. Effective Date. This amendment shall take effect immediately upon its passage.

ADOPTED by the City Council on this 26th day of March, 2024.

_____
Jeffry Wosje, Mayor

ATTEST:

_____
Amy Gottschalk, Deputy City Clerk

CITY OF PLYMOUTH

ORDINANCE NO. 2024-09

ORDINANCE AMENDING CHAPTER 21 ENTITLED THE ZONING ORDINANCE OF THE PLYMOUTH CITY CODE (2024003)

THE CITY OF PLYMOUTH ORDAINS:

Section 1. Amendment of City Code. Section 21005.02 of the Plymouth City Code (RULES AND DEFINITIONS - Definitions) definition of Animals is hereby amended with existing text and new text as follows:

Animals:

(a) Domestic Animals. For purposes of this Chapter, a domestic animal shall be defined as house pets such as dogs, cats, and birds (except those defined as farm animals or wild animals) that can be contained within a principal structure throughout the entire year, provided that containment can be accomplished without special modification to the structure requiring a building permit from the City. In addition, it includes bees and rabbits, normally sheltered outside the home.
(b) Farm Animals. Cattle, hogs, potbelly pigs, sheep, goats, chickens, turkeys, ducks, geese, horses (including miniatures) and other animals commonly accepted as farm animals in the State of Minnesota.

Section 2. Amendment of City Code. Section 21005.02 of the Plymouth City Code (RULES AND DEFINITIONS - Definitions) definition of Animals, Wild is hereby amended with existing text and new text as follows:

Animals, Wild: Any animal that is wild, ferocious, or vicious by nature, habit, disposition or character. Animals in this category include, but are not limited to, any ape (including chimpanzee, gibbon, gorilla, orangutan, or siamang), baboon, bear, bison, bobcat, cheetah, crocodile, coyote, deer (including members of the deer family such as antelope, elk, and moose), ducks, elephant, ferret, fox, geese, hippopotamus, hyena, jaguar, leopard, lion, lynx, monkey, puma (also known as cougar, mountain lion, or panther), raptor, rhinoceros, any snake that is poisonous or any constrictor snake, snow leopard, tiger, wolf, or hybrid mix of any of the wild animals such as wolf/dog mixes.

Section 3. Amendment of City Code. Section 21005.02 of the Plymouth City Code (RULES AND DEFINITIONS - Definitions) definition of Beauty Salon/Day Spa is hereby amended with existing text and new text as follows:

Beauty Salon/Day Spa: A commercial establishment offering cosmetology services which may include hair cutting, coloring, or styling, make-up application or consultation, manicures, and pedicures, and/or which may offer therapeutic massage and body and/or facial treatments such as body packs or wraps, exfoliation, cellulite or heat treatments, body toning, waxing, tanning, aromatherapy, cleansing or medical facials, non-surgical face lifts and other non-surgical cosmetic procedures, electrical toning and electrolysis. Hydrotherapy and steam or sauna facilities, nutrition and weight management, and exercise instruction may be provided

in conjunction with such therapeutic massage and body and/or facial treatments. Physical body adornment, including but not limited to, piercing and tattooing.

Section 4. Amendment of City Code. Section 21005.02 of the Plymouth City Code (RULES AND DEFINITIONS - Definitions) definition of Body Art is hereby amended with ~~deleted text~~ as follows:

~~*Body Art:* Physical body adornment, including but not limited to, piercing of body parts other than ears, and tattooing.~~

Section 5. Amendment of City Code. Section 21005.02 of the Plymouth City Code (RULES AND DEFINITIONS - Definitions) definition of Body Art Establishment is amended with ~~deleted text~~ as follows:

~~*Body Art Establishment:* Any premises where body art is offered or performed.~~

Section 6. Amendment of City Code. Section 21005.02 of the Plymouth City Code (RULES AND DEFINITIONS - Definitions) definition of Hotel, Extended Stay is hereby amended with existing text and ~~deleted text~~ as follows:

Hotel, Extended Stay: A building or structure intended as, used as, maintained as, or advertised as a place where sleeping accommodations are furnished to the public as regular roomers, ~~primarily~~ for periods of one week or more.

Section 7. Amendment of City Code. Section 21005.02 of the Plymouth City Code (RULES AND DEFINITIONS - Definitions) definition of Recreation, Commercial is hereby amended with existing text, ~~deleted text~~ and new text as follows:

Recreation, Commercial: A business directed toward the general public, ~~not requiring membership~~, that offers recreational entertainment such as bowling alleys, billiard halls, miniature golf, ballrooms, roller rinks, pickleball courts, ~~shooting ranges,~~ and the like, excluding shooting ranges.

Section 8. Amendment of City Code. Section 21115.03 Subd. 3 of the Plymouth City Code (GENERAL YARD, LOT AREA AND BUILDING REGULATIONS – Building Type and Construction, Industrial Districts) is hereby amended with existing text and ~~deleted text~~ as follows:

Subd. 3. Industrial Districts.

(a) In industrial districts, all buildings constructed of curtain wall panels of metal or fiberglass shall be faced with brick, wood, stone, architectural concrete cast in place or pre-cast concrete panels on all wall surfaces. The required wall surface treatment may allow up to 50 percent of any metal or fiberglass wall surface to remain exposed if it is coordinated into the architectural design. For buildings which abut residential uses, the building material requirements of Subd. 2 above shall apply. In cases where industrial buildings are not visible from adjacent residential uses, the Zoning Administrator may grant an exception to the building material requirements of Subd. 2 above.

~~(b) The Zoning Administrator may grant a deferment to a developer of industrial metal buildings or building additions from the exterior wall design requirements of this section when the building or building addition will be constructed in more than one phase subject to the following:~~

~~(1) The deferment shall be until the second construction phase is complete or up to five years, whichever is less; and~~
~~(2) The building owner shall provide the City with an irrevocable letter of credit for an amount one and one-half the estimated cost of the required exterior wall treatment. The bank and letter of credit shall be subject to the approval of the City Attorney. The letter of credit shall secure compliance with this Chapter.~~

Section 9. Amendment of City Code. Section 21115.03 Subd. 4 of the Plymouth City Code (GENERAL YARD, LOT AREA AND BUILDING REGULATIONS – Building Type and Construction, Industrial Districts) is hereby amended with existing text and ~~deleted text~~ as follows:

~~Subd. 4. Exceptions. Exceptions to the provisions of this section may be allowed by conditional use permit, provided that:~~
~~(a) The proposed building maintains the quality and value intended by this Chapter.~~
~~(b) The proposed building is compatible and in harmony with other structures within the district.~~
~~(c) The proposed building is found to comply with the provisions and criteria of Section 21015 of this Chapter.~~

Section 10. Amendment of City Code. Section 21145.04 – Subd. 3 of the Plymouth City Code (HOME OCCUPATIONS – Requirements, Licensed Home Occupations) is hereby amended with existing text, new text and ~~deleted text~~ as follows:

Subd. 3. Licensed Home Occupations. In addition to compliance with all of the general provisions outlined in Subd. 1 of this subsection, licensed home occupations shall comply with the following provisions:

(a) No person other than those who reside on the premises shall engage in business activities on the premises. The business may employ others provided no more than two (2) employee vehicles are regularly parked outside, and provided all work activities by employees are performed off the premises.
(b) Examples of licensed home occupations include: massage therapy, barber and beauty services, photography studio, lessons, saw sharpening, small appliance repair and the like.
(c) The home occupation may involve any of the following: stock-in-trade incidental to the performance of the service but not sold on the premises, repair service or manufacturing which requires equipment other than customarily found in a home.
(d) Licensed home occupations may be allowed to accommodate their parking demand through utilization of on-street parking. In such cases where on-street parking facilities are necessary, however, the Zoning Administrator shall maintain the right to establish the maximum number of on-street spaces permitted and increase or decrease that maximum number when and where changing conditions require additional review.
(e) There shall not be more than five (5) ~~ten (10)~~ client appointments per day upon the premises~~.~~, limited to one client per appointment.

Section 11. Amendment of City Code. Section 21450.03 of the Plymouth City Code (O, OFFICE DISTRICT – Permitted Uses) is hereby removed with existing text, new text and ~~deleted text~~ as follows, including renumeration and alphabetization of subsequent items:

Section 21450.03 - Permitted Uses.

Subd. 1. Banks, credit unions and other financial institutions (excluding currency exchanges) without drive-up tellers.
Subd. 2. Beauty salons and day spas.
Subd. 3. Candy, ice cream, popcorn, nuts, frozen desserts, and soft drink sales.
Subd. 4. Convenience grocery markets (without prepared food or motor fuel sales).
Subd. 5. Copy/printing services (excludes printing presses and publishing facilities).
Subd. 6. Dry cleaning pick up and laundry pick up stations including incidental repair but not including processing.
Subd. 7. ~~Dwelling, elderly (senior citizen).~~
~~Subd. 8.~~ Essential services not including structures, except those requiring administrative permits or conditional use permits pursuant to Section 21160 of this Chapter.
Subd. 8. ~~Subd. 9.~~ Funeral homes and mortuaries.
Subd. 9. ~~Subd. 10.~~ Governmental and public utility (essential service) buildings and structures, including public works type facilities, excluding outdoor storage.
Subd. 10. ~~Subd. 11.~~ Offices, administrative/commercial.
Subd. 11. ~~Subd. 12.~~ Offices/clinics for medical, dental, or chiropractic services.
Subd. 12. ~~Subd. 13~~. Pet grooming.
Subd. 13 ~~Subd. 14.~~ Private clubs (may serve food and beverages).
Subd. 14. ~~Subd. 15.~~ Religious institutions such as churches, chapels, temples, synagogues, mosques limited to worship and directly related social events.
Subd. 15. ~~Subd. 16.~~ Residential care facilities such as nursing homes, assisted living facilities and similar facilities (excludes hospitals or similar institutions).
Subd. 16. ~~Subd. 17~~. Sexually oriented businesses - accessory (as regulated by Section 21195 of this Chapter).
Subd. 17 ~~Subd. 18.~~ Shoe repair.
Subd. 18. ~~Subd. 19.~~ Tailoring services.
Subd. 19. ~~Subd. 20.~~ Tanning salons.
Subd. 20. ~~Subd. 21.~~ Therapeutic massage.
Subd. 21. ~~Subd. 22.~~ Tutoring/learning centers.
Subd. 22. ~~Subd. 23.~~ Veterinary clinics and related indoor kennel.

Section 12. Amendment of City Code. Section 21450.09 of the Plymouth City Code (O, OFFICE DISTRICT – Interim Uses) is amended with existing text, new text and ~~deleted text~~ as follows, including renumeration and alphabetization of subsequent items:

Section 21450.09 – Interim Uses.

Subd. 1. Temporary classroom structures for use by public or private school. ~~Reserved.~~

Section 13. Amendment of City Code. Section 21455.11 of the Plymouth City Code (C-1, CONVENIENCE COMMERCIAL DISTRICT – Uses by Administrative Permit) is hereby amended with existing text, new text and ~~deleted text~~ as follows, including renumeration and alphabetization of subsequent items:

Section 21455.11 - Uses by Administrative Permit.

Subd. 1. Antennas located upon an existing structure or existing tower, as regulated by Section 21175 of this Chapter.
Subd. 2. Electric vehicle chargers without offsite signage/advertisements nor amplified sound.

~~Subd. 2.~~ Subd. 3. Essential services requiring a permit as provided by Section 21160 of this Chapter.

~~Subd. 3.~~ Subd. 4. Essential service structures (as defined by Section 21005 of this Chapter) that do not exceed five feet in height or 20 square feet in area, necessary for the health, safety and general welfare of the City, excluding public works type facilities and uses, provided that:

(a) Equipment is completely enclosed in a permanent structure with no outside storage.

(b) Landscaping is provided to screen any such storage.

~~Subd. 4.~~ Subd. 5. Other uses of the same general character as those listed as a permitted use in this District.

~~Subd. 5.~~ Subd. 6. Outdoor display (permanent) of seasonal or convenience items (e.g., windshield washer fluid, softener salt) as an accessory use in association with an allowed principal use provided that:

(a) The area so occupied shall not exceed ten percent of the gross floor area of the principal building or 100 square feet, whichever is less.

(b) No display of merchandise shall occur within the required front, rear, or side yards.

(c) Such outdoor display of merchandise shall be limited to the area of customer entrances or within pump islands.

(d) Such outdoor display of merchandise shall not exceed five feet in height.

(e) Such outdoor display area shall be included in the calculations for parking spaces required for the use and shall not occupy space required for parking as regulated by Section 21135 of this Chapter, except as may be exempted for cause by the Zoning Administrator.

~~Subd. 6.~~ Subd. 7 Outside, above ground storage facilities for fuels used for heating purposes; outdoor generators located 200 feet or more away from residentially guided or zoned property; and outdoor equipment used for dispensing fuels to vehicles or containers used in conjunction with the approved principal use, but not for sale. Such features for new developments shall be included with the site plan submitted for review and approval as required by this Chapter, and such features for existing developments shall be subject to the approval of the Zoning Administrator and the following criteria:

(a) The design, construction, and location of any such features must comply with State and City codes including appropriate National Fire Protection Association standards, Minnesota State Fire Code requirements, and manufacturer's specifications.

(b) An accurate site plan for the development based upon a certified survey shall be submitted showing to scale the location of such features, including any fencing and landscaping related to safety or screening.

(c) To assure that fire hose streams can be directed onto such features with minimal obstruction, solid wall enclosures shall not be used.

(d) Such features must be located so as not to obstruct approved parking spaces, driving aisles, fire lanes, utility easements, or required building ingress or egress points.

(e) No signage shall be permitted, other than required safety information, product identification, product hazards, and operation instructions. For the purpose of this Section, "signage" includes words, graphics, logos, and symbols.

(f) Outdoor generators located less than 200 feet from residentially guided or zoned property shall require the approval of a site plan (or site plan amendment) for a major project, pursuant to Section 21045.05 of this Chapter.

~~Subd. 7.~~ Subd. 8. Satellite schools for post-secondary education or trade schools, provided it is demonstrated that adequate on-site parking would be available for the use.

~~Subd. 8.~~ Subd. 9. Temporary mobile towers for personal wireless service antennas, as regulated by Section 21175 of this Chapter.

~~Subd. 9.~~ Subd. 10. Temporary events and outdoor sales subject to the following criteria:

(a) Special Promotional Events (except Carnivals).
  (1) Such activity is directed towards the general public and includes grand openings, business events, craft shows, flea markets, mechanical and animal rides, and outdoor display of materials.
  (2) The event shall not exceed the period specified in the administrative permit and in no case shall exceed three consecutive calendar days per event.
  (3) There shall be no more than two special events per calendar year per property. However, each tenant in a multi-tenant building shall be permitted one special event per year. Multi-tenant buildings with less than five lease spaces shall be considered as a single property for purposes of this provision.

(b) Carnivals.
  (1) The applicant must submit an amusement license application as required by Section 1100 of the City Code.
  (2) The event shall not exceed the period specified in the administrative permit and in no case shall exceed seven consecutive calendar days per event.
  (3) There shall be no more than one carnival per calendar year per property.

(c) Outdoor Sales, including but not limited to transient merchants and transient produce merchants ~~(excluding Christmas Tree Sales):~~

~~(d) Outdoor Christmas Tree Sales.~~

~~(1) Such activity is directed towards the general public and consists of the outdoor sales of cut evergreen trees, boughs, wreaths and other natural holiday decorations and related products.~~

~~(2) The following specific standards shall apply to all proposed outdoor Christmas tree sales allowed by this paragraph and by City Code business licensing provisions in addition to other applicable building and safety code requirements as determined by the Zoning Administrator.~~

~~a. The maximum total time for sales activities shall be the period specified in the administrative permit and, in no case, shall exceed 45 days per calendar year per property.~~

~~b. There shall be no more than one sales activity per year per property, which shall be in addition to any special events or other outdoor sales permitted on the property.~~

~~c. Sales activities may be conducted within a required yard provided the area is paved and the activity does not interfere with parking, traffic circulation or emergency vehicle access. Sales on unpaved landscaped areas is prohibited.~~

(d) ~~(e)~~ General Standards applying to all temporary events and outdoor sales.
  (1) The event or sale shall be accessory to or promoting the permitted or conditional use approved for the site.
  (2) Tents, stands, and other similar temporary structures may be used, provided they are clearly identified on the submitted plan and provided that it is determined by the Zoning Administrator that they will not impair the parking capacity, emergency access, or the safe and efficient movement of pedestrian and vehicular traffic on or off the site.

(3) The submitted plan shall clearly demonstrate that adequate off-street parking for the proposed event can and will be provided for the duration of the event. Determination of compliance with this requirement shall be made by the Zoning Administrator who shall consider the nature of the event and the applicable parking requirements of Section 21135. Consideration shall be given to the parking needs and requirements of other occupants in the case of multi-tenant buildings. Parking on public right-of-way and streets is prohibited; except that parking on local streets may be allowed on Saturday and Sunday only, provided that the petitioner arranges for traffic control by authorized enforcement officers, as approved in writing by the Police Chief, at the petitioner's expense.

(4) Signage related to the event or sale shall be in compliance with the temporary sign standards of Section 21155 and shall be allowed for the duration of the event. The Zoning Administrator may authorize special signage for purposes of traffic direction and control; the erection and removal of such signage shall be the responsibility of the applicant.

(5) The approved permit shall be displayed on the premises for the duration of the event.

(6) All activity related to the event or sale must take place within the time permitted in the administrative permit. No buildings, equipment or materials may be erected or displayed prior to the start date identified in the permit application and all structures, equipment and displays must be removed by the end date identified in the administrative permit.

(7) Not more than one such event or sale shall be allowed per property at any given time.

Section 14. Amendment of City Code. Section 21460.11 of the Plymouth City Code (C-2, NEIGHBORHOOD COMMERCIAL DISTRICT - Uses by Administrative Permit) is hereby amended with existing text, new text and ~~deleted text~~ as follows, including renumeration and alphabetization of subsequent items:

Section 21460.11 - Uses by Administrative Permit.

Subd. 1. Antennas located upon an existing structure or existing tower, as regulated by Section 21175 of this Chapter.

Subd. 2. Electric vehicle chargers without offsite signage/advertisements nor amplified sound.

~~Subd. 2.~~ Subd. 3. Essential services requiring a permit as provided by Section 21160 of this Chapter.

~~Subd. 3.~~ Subd. 4. Essential service structures (as defined by Section 21005 of this Chapter) that do not exceed five feet in height or 20 square feet in area, necessary for the health, safety and general welfare of the City, excluding public works type facilities and uses, provided that:

(a) Equipment is completely enclosed in a permanent structure with no outside storage.

(b) Landscaping is provided to screen any such storage.

~~Subd. 4.~~ Subd. 5. Other uses of the same general character as those listed as a permitted use in this District.

~~Subd. 5.~~ Subd. 6. Outdoor display (permanent) of seasonal or convenience items (e.g., windshield washer fluid, softener salt) as an accessory use in association with an allowed principal use provided that:

(a) The area so occupied shall not exceed ten percent of the gross floor area of the principal building or 100 square feet, whichever is less.
(b) No display of merchandise shall occur within the required front, rear, or side yards.
(c) Such outdoor display of merchandise shall be limited to the area of customer entrances or within pump islands.
(d) Such outdoor display of merchandise shall not exceed five feet in height.
(e) Such outdoor display area shall be included in the calculations for parking spaces required for the use and shall not occupy space required for parking as regulated by Section 21135 of this Chapter, except as may be exempted for cause by the Zoning Administrator.

~~Subd. 6.~~ Subd. 7 Outside, above ground storage facilities for fuels used for heating purposes; outdoor generators located 200 feet or more away from residentially guided or zoned property; and outdoor equipment used for dispensing fuels to vehicles or containers used in conjunction with the approved principal use, but not for sale. Such features for new developments shall be included with the site plan submitted for review and approval as required by this Chapter, and such features for existing developments shall be subject to the approval of the Zoning Administrator and the following criteria:

(a) The design, construction, and location of any such features must comply with State and City codes including appropriate National Fire Protection Association standards, Minnesota State Fire Code requirements, and manufacturer's specifications.
(b) An accurate site plan for the development based upon a certified survey shall be submitted showing to scale the location of such features, including any fencing and landscaping related to safety or screening.
(c) To assure that fire hose streams can be directed onto such features with minimal obstruction, solid wall enclosures shall not be used.
(d) Such features must be located so as not to obstruct approved parking spaces, driving aisles, fire lanes, utility easements, or required building ingress or egress points.
(e) No signage shall be permitted, other than required safety information, product identification, product hazards, and operation instructions. For the purpose of this Section, "signage" includes words, graphics, logos, and symbols.
(f) Outdoor generators located less than 200 feet from residentially guided or zoned property shall require the approval of a site plan (or site plan amendment) for a major project, pursuant to Section 21045.05 of this Chapter.

~~Subd. 7.~~ Subd. 8. Satellite schools for post-secondary education or trade schools, provided it is demonstrated that adequate on-site parking would be available for the use.

~~Subd. 8.~~ Subd. 9. Temporary mobile towers for personal wireless service antennas, as regulated by Section 21175 of this Chapter.

~~Subd. 9.~~ Subd. 10. Temporary events and outdoor sales subject to the following criteria:

(a) Special Promotional Events (except Carnivals).
    (1) Such activity is directed towards the general public and includes grand openings, business events, craft shows, flea markets, mechanical and animal rides, and outdoor display of materials.

(2) The event shall not exceed the period specified in the administrative permit and in no case shall exceed three consecutive calendar days per event.

(3) There shall be no more than two special events per calendar year per property. However, each tenant in a multi-tenant building shall be permitted one special event per year. Multi-tenant buildings with less than five lease spaces shall be considered as a single property for purposes of this provision.

(b) Carnivals.

(1) The applicant must submit an amusement license application as required by Section 1100 of the City Code.

(2) The event shall not exceed the period specified in the administrative permit and in no case shall exceed seven consecutive calendar days per event.

(3) There shall be no more than one carnival per calendar year per property.

(c) Outdoor Sales, including but not limited to transient merchants and transient produce merchants ~~(excluding Christmas Tree Sales):~~

~~(d) Outdoor Christmas Tree Sales.~~

~~(1) Such activity is directed towards the general public and consists of the outdoor sales of cut evergreen trees, boughs, wreaths and other natural holiday decorations and related products.~~

~~(2) The following specific standards shall apply to all proposed outdoor Christmas tree sales allowed by this paragraph and by City Code business licensing provisions in addition to other applicable building and safety code requirements as determined by the Zoning Administrator.~~

~~a. The maximum total time for sales activities shall be the period specified in the administrative permit and, in no case, shall exceed 45 days per calendar year per property.~~

~~b. There shall be no more than one sales activity per year per property, which shall be in addition to any special events or other outdoor sales permitted on the property.~~

~~c. Sales activities may be conducted within a required yard provided the area is paved and the activity does not interfere with parking, traffic circulation or emergency vehicle access. Sales on unpaved landscaped areas is prohibited.~~

(d) ~~(e)~~ General Standards applying to all temporary events and outdoor sales.

(1) The event or sale shall be accessory to or promoting the permitted or conditional use approved for the site.

(2) Tents, stands, and other similar temporary structures may be used, provided they are clearly identified on the submitted plan and provided that it is determined by the Zoning Administrator that they will not impair the parking capacity, emergency access, or the safe and efficient movement of pedestrian and vehicular traffic on or off the site.

(3) The submitted plan shall clearly demonstrate that adequate off-street parking for the proposed event can and will be provided for the duration of the event. Determination of compliance with this requirement shall be made by the Zoning Administrator who shall consider the nature of the event and the applicable parking requirements of Section 21135. Consideration shall be given to the parking needs and requirements of other occupants in the case of multi-tenant buildings. Parking on public right-of-way and streets is

prohibited; except that parking on local streets may be allowed on Saturday and Sunday only, provided that the petitioner arranges for traffic control by authorized enforcement officers, as approved in writing by the Police Chief, at the petitioner's expense.

(4) Signage related to the event or sale shall be in compliance with the temporary sign standards of Section 21155 and shall be allowed for the duration of the event. The Zoning Administrator may authorize special signage for purposes of traffic direction and control; the erection and removal of such signage shall be the responsibility of the applicant.

(5) The approved permit shall be displayed on the premises for the duration of the event.

(6) All activity related to the event or sale must take place within the time permitted in the administrative permit. No buildings, equipment or materials may be erected or displayed prior to the start date identified in the permit application and all structures, equipment and displays must be removed by the end date identified in the administrative permit.

(7) Not more than one such event or sale shall be allowed per property at any given time.

Section 15. Amendment of City Code. Section 21465.11 of the Plymouth City Code (C-3 HIGHWAY COMMERCIAL DISTRICT - Uses by Administrative Permit) is hereby amended with existing text, new text and ~~deleted text~~ as follows, including renumeration and alphabetization of subsequent items:

21650.11– Uses by Administrative Permit.

Subd. 1. Antennas located upon an existing structure or existing tower, as regulated by Section 21175 of this Chapter.

Subd. 2. Electric vehicle chargers without offsite signage/advertisements nor amplified sound.

~~Subd. 2.~~ Subd. 3. Essential services requiring a permit as provided by Section 21160 of this Chapter.

~~Subd. 3.~~ Subd. 4. Essential service structures (as defined by Section 21005 of this Chapter) that do not exceed five feet in height or 20 square feet in area, necessary for the health, safety and general welfare of the City, excluding public works type facilities and uses, provided that:

(a) Equipment is completely enclosed in a permanent structure with no outside storage.

(b) Landscaping is provided to screen any such storage.

~~Subd. 4.~~ Subd. 5. Other uses of the same general character as those listed as a permitted use in this District.

~~Subd. 5.~~ Subd. 6. Outdoor display (permanent) of seasonal or convenience items (e.g., windshield washer fluid, softener salt) as an accessory use in association with an allowed principal use provided that:

(a) The area so occupied shall not exceed ten percent of the gross floor area of the principal building or 100 square feet, whichever is less.

(b) No display of merchandise shall occur within the required front, rear, or side yards.

(c) Such outdoor display of merchandise shall be limited to the area of customer entrances or within pump islands.

(d) Such outdoor display of merchandise shall not exceed five feet in height.
(e) Such outdoor display area shall be included in the calculations for parking spaces required for the use and shall not occupy space required for parking as regulated by Section 21135 of this Chapter, except as may be exempted for cause by the Zoning Administrator.

~~Subd. 6.~~ Subd. 7 Outside, above ground storage facilities for fuels used for heating purposes; outdoor generators located 200 feet or more away from residentially guided or zoned property; and outdoor equipment used for dispensing fuels to vehicles or containers used in conjunction with the approved principal use, but not for sale. Such features for new developments shall be included with the site plan submitted for review and approval as required by this Chapter, and such features for existing developments shall be subject to the approval of the Zoning Administrator and the following criteria:

(a) The design, construction, and location of any such features must comply with State and City codes including appropriate National Fire Protection Association standards, Minnesota State Fire Code requirements, and manufacturer's specifications.
(b) An accurate site plan for the development based upon a certified survey shall be submitted showing to scale the location of such features, including any fencing and landscaping related to safety or screening.
(c) To assure that fire hose streams can be directed onto such features with minimal obstruction, solid wall enclosures shall not be used.
(d) Such features must be located so as not to obstruct approved parking spaces, driving aisles, fire lanes, utility easements, or required building ingress or egress points.
(e) No signage shall be permitted, other than required safety information, product identification, product hazards, and operation instructions. For the purpose of this Section, "signage" includes words, graphics, logos, and symbols.
(f) Outdoor generators located less than 200 feet from residentially guided or zoned property shall require the approval of a site plan (or site plan amendment) for a major project, pursuant to Section 21045.05 of this Chapter.

~~Subd. 7.~~ Subd. 8. Outside storage as an accessory use provided that:

(a) The storage area does not take up parking space or loading space as required for conformity to this Chapter.
(b) All requirements of Section 21105.11of this Chapter are met.

~~Subd. 8.~~ Subd. 9.Temporary meteorological equipment and associated tower, as regulated by Section 21173 of this Chapter.

~~Subd. 9.~~ Subd. 10. Temporary mobile towers for personal wireless service antennas, as regulated by Section 21175 of this Chapter.

~~Subd. 10.~~ Subd. 11. Temporary events and outdoor sales subject to the following criteria:

(a) Special Promotional Events (except Carnivals).
(1) Such activity is directed towards the general public and includes grand openings, business events, craft shows, flea markets, mechanical and animal rides, and outdoor display of materials
(2) The event shall not exceed the period specified in the administrative permit and in no case shall exceed three consecutive calendar days per event.
(3) There shall be no more than two special events per calendar year per property. However, each tenant in a multi-tenant building shall be permitted one special event per year. Multi-tenant buildings with less than

five lease spaces shall be considered as a single property for purposes of this provision.

(b) Carnivals.

(1) The applicant must submit an amusement license application as required by Section 1100 of the City Code.

(2) The event shall not exceed the period specified in the administrative permit and in no case shall exceed seven consecutive calendar days per event.

(3) There shall be no more than one carnival per calendar year per property.

(c) Outdoor Sales, including but not limited to transient merchants and transient produce merchants ~~(excluding Christmas Tree Sales):~~

~~(d) Outdoor Christmas Tree Sales.~~

~~(1) Such activity is directed towards the general public and consists of the outdoor sales of cut evergreen trees, boughs, wreaths and other natural holiday decorations and related products.~~

~~(2) The following specific standards shall apply to all proposed outdoor Christmas tree sales allowed by this paragraph and by City Code business licensing provisions in addition to other applicable building and safety code requirements as determined by the Zoning Administrator.~~

~~a. The maximum total time for sales activities shall be the period specified in the administrative permit and, in no case, shall exceed 45 days per calendar year per property.~~

~~b. There shall be no more than one sales activity per year per property, which shall be in addition to any special events or other outdoor sales permitted on the property.~~

~~c. Sales activities may be conducted within a required yard provided the area is paved and the activity does not interfere with parking, traffic circulation or emergency vehicle access. Sales on unpaved landscaped areas is prohibited.~~

(d) ~~(e)~~ General Standards applying to all temporary events and outdoor sales.

(1) The event or sale shall be accessory to or promoting the permitted or conditional use approved for the site.

(2) Tents, stands, and other similar temporary structures may be used, provided they are clearly identified on the submitted plan and provided that it is determined by the Zoning Administrator that they will not impair the parking capacity, emergency access, or the safe and efficient movement of pedestrian and vehicular traffic on or off the site.

(3) The submitted plan shall clearly demonstrate that adequate off-street parking for the proposed event can and will be provided for the duration of the event. Determination of compliance with this requirement shall be made by the Zoning Administrator who shall consider the nature of the event and the applicable parking requirements of Section 21135. Consideration shall be given to the parking needs and requirements of other occupants in the case of multi-tenant buildings. Parking on public right-of-way and streets is prohibited; except that parking on local streets may be allowed on Saturday and Sunday only, provided that the petitioner arranges for traffic control by authorized enforcement officers, as approved in writing by the Police Chief, at the petitioner's expense.

(4) Signage related to the event or sale shall be in compliance with the temporary sign standards of Section 21155 and shall be allowed for the duration of the

event. The Zoning Administrator may authorize special signage for purposes of traffic direction and control; the erection and removal of such signage shall be the responsibility of the applicant.

(5) The approved permit shall be displayed on the premises for the duration of the event.

(6) All activity related to the event or sale must take place within the time permitted in the administrative permit. No buildings, equipment or materials may be erected or displayed prior to the start date identified in the permit application and all structures, equipment and displays must be removed by the end date identified in the administrative permit.

(7) Not more than one such event or sale shall be allowed per property at any given time.

Section 16. Amendment of City Code. Section 21470.03 Subd. 11. Body art establishments of the Plymouth City Code (C-4 COMMUNITY COMMERCIAL DISTRICT – Permitted Uses) is hereby removed with ~~deleted text~~ as follows, including renumeration and alphabetization of subsequent items:

Section 21470.03 - Permitted Uses.

~~Subd. 11. Body art establishments.~~

Section 17. Amendment of City Code. Section 21470.11 of the Plymouth City Code (C-4 COMMUNITY COMMERCIAL DISTRICT – Uses by Administrative Permit) is hereby amended with existing, new text, and ~~deleted text~~ as follows, including renumeration and alphabetization of subsequent items:

Section 21470.11 - Uses by Administrative Permit.

Subd. 1. Antennas located upon an existing structure or existing tower, as regulated by Section 21175 of this Chapter.

Subd. 2. Electric vehicle chargers without offsite signage/advertisements nor amplified sound.

~~Subd. 2.~~ Subd. 3. Essential services requiring a permit as provided by Section 21160 of this Chapter.

~~Subd. 3.~~ Subd. 4. Essential service structures (as defined by Section 21005 of this Chapter) that do not exceed five feet in height or 20 square feet in area, necessary for the health, safety and general welfare of the City, excluding public works type facilities and uses, provided that:

(a) Equipment is completely enclosed in a permanent structure with no outside storage.

(b) Landscaping is provided to screen any such storage.

~~Subd. 4.~~ Subd. 5. Other uses of the same general character as those listed as a permitted use in this District.

~~Subd. 5.~~ Subd. 6. Outdoor display (permanent) of seasonal or convenience items (e.g., windshield washer fluid, softener salt) as an accessory use in association with an allowed principal use provided that:

(a) The area so occupied shall not exceed ten percent of the gross floor area of the principal building or 100 square feet, whichever is less.

(b) No display of merchandise shall occur within the required front, rear, or side yards.

(c) Such outdoor display of merchandise shall be limited to the area of customer entrances or within pump islands.
(d) Such outdoor display of merchandise shall not exceed five feet in height.
(e) Such outdoor display area shall be included in the calculations for parking spaces required for the use and shall not occupy space required for parking as regulated by Section 21135 of this Chapter, except as may be exempted for cause by the Zoning Administrator.

~~Subd. 6.~~ Subd. 7 Outside, above ground storage facilities for fuels used for heating purposes; outdoor generators located 200 feet or more away from residentially guided or zoned property; and outdoor equipment used for dispensing fuels to vehicles or containers used in conjunction with the approved principal use, but not for sale. Such features for new developments shall be included with the site plan submitted for review and approval as required by this Chapter, and such features for existing developments shall be subject to the approval of the Zoning Administrator and the following criteria:

(a) The design, construction, and location of any such features must comply with State and City codes including appropriate National Fire Protection Association standards, Minnesota State Fire Code requirements, and manufacturer's specifications.
(b) An accurate site plan for the development based upon a certified survey shall be submitted showing to scale the location of such features, including any fencing and landscaping related to safety or screening.
(c) To assure that fire hose streams can be directed onto such features with minimal obstruction, solid wall enclosures shall not be used.
(d) Such features must be located so as not to obstruct approved parking spaces, driving aisles, fire lanes, utility easements, or required building ingress or egress points.
(e) No signage shall be permitted, other than required safety information, product identification, product hazards, and operation instructions. For the purpose of this Section, "signage" includes words, graphics, logos, and symbols.
(f) Outdoor generators located less than 200 feet from residentially guided or zoned property shall require the approval of a site plan (or site plan amendment) for a major project, pursuant to Section 21045.05 of this Chapter.

~~Subd. 7.~~ Subd. 8. Outside storage as an accessory use provided that:

(a) The storage area does not take up parking space or loading space as required for conformity to this Chapter.
(b) All requirements of Section 21105.11of this Chapter are met.

~~Subd. 8.~~ Subd. 9. Satellite schools for post-secondary education or trade schools, provided it is demonstrated that adequate on-site parking would be available for the use.

~~Subd. 9.~~ Subd. 10. Temporary mobile towers for personal wireless service antennas, as regulated by Section 21175 of this Chapter.

~~Subd. 10.~~ Subd. 11. Temporary events and outdoor sales subject to the following criteria:

(a) Special Promotional Events (except Carnivals).
(1) Such activity is directed towards the general public and includes grand openings, business events, craft shows, flea markets, mechanical and animal rides, and outdoor display of materials.
(2) The event shall not exceed the period specified in the administrative permit and in no case shall exceed three consecutive calendar days per event.
(3) There shall be no more than two special events per calendar year per property. However, each tenant in a multi-tenant building shall be

permitted one special event per year. Multi-tenant buildings with less than five lease spaces shall be considered as a single property for purposes of this provision.

(b) Carnivals.

(1) The applicant must submit an amusement license application as required by Section 1100 of the City Code.

(2) The event shall not exceed the period specified in the administrative permit and in no case shall exceed seven consecutive calendar days per event.

(3) There shall be no more than one carnival per calendar year per property.

(c) Outdoor Sales, including but not limited to transient merchants and transient produce merchants ~~(excluding Christmas Tree Sales):~~

~~(d) Outdoor Christmas Tree Sales.~~

~~(1) Such activity is directed towards the general public and consists of the outdoor sales of cut evergreen trees, boughs, wreaths and other natural holiday decorations and related products.~~

~~(2) The following specific standards shall apply to all proposed outdoor Christmas tree sales allowed by this paragraph and by City Code business licensing provisions in addition to other applicable building and safety code requirements as determined by the Zoning Administrator.~~

~~a. The maximum total time for sales activities shall be the period specified in the administrative permit and, in no case, shall exceed 45 days per calendar year per property.~~

~~b. There shall be no more than one sales activity per year per property, which shall be in addition to any special events or other outdoor sales permitted on the property.~~

~~c. Sales activities may be conducted within a required yard provided the area is paved and the activity does not interfere with parking, traffic circulation or emergency vehicle access. Sales on unpaved landscaped areas is prohibited.~~

(d) ~~(e)~~ General Standards applying to all temporary events and outdoor sales.

(1) The event or sale shall be accessory to or promoting the permitted or conditional use approved for the site.

(2) Tents, stands, and other similar temporary structures may be used, provided they are clearly identified on the submitted plan and provided that it is determined by the Zoning Administrator that they will not impair the parking capacity, emergency access, or the safe and efficient movement of pedestrian and vehicular traffic on or off the site.

(3) The submitted plan shall clearly demonstrate that adequate off-street parking for the proposed event can and will be provided for the duration of the event. Determination of compliance with this requirement shall be made by the Zoning Administrator who shall consider the nature of the event and the applicable parking requirements of Section 21135. Consideration shall be given to the parking needs and requirements of other occupants in the case of multi-tenant buildings. Parking on public right-of-way and streets is prohibited; except that parking on local streets may be allowed on Saturday and Sunday only, provided that the petitioner arranges for traffic control by authorized enforcement officers, as approved in writing by the Police Chief, at the petitioner's expense.

(4) Signage related to the event or sale shall be in compliance with the temporary sign standards of Section 21155 and shall be allowed for the duration of the event. The Zoning Administrator may authorize special signage for purposes of traffic direction and control; the erection and removal of such signage shall be the responsibility of the applicant.
(5) The approved permit shall be displayed on the premises for the duration of the event.
(6) All activity related to the event or sale must take place within the time permitted in the administrative permit. No buildings, equipment or materials may be erected or displayed prior to the start date identified in the permit application and all structures, equipment and displays must be removed by the end date identified in the administrative permit.
(7) Not more than one such event or sale shall be allowed per property at any given time.

Section 18. Amendment of City Code. Section 21550.11 of the Plymouth City Code (C-5 COMMERCIAL/INDUSTRIAL DISTRICT – Uses by Administrative Permit) is hereby amended with existing, new text, and ~~deleted text~~ as follows, including renumeration and alphabetization of subsequent items:

Section 21550.11 - Uses by Administrative Permit.

Subd. 1. Antennas located upon an existing structure or existing tower, as regulated by Section 21175 of this Chapter.
Subd. 2. Electric vehicle chargers without offsite signage/advertisements nor amplified sound.
~~Subd. 2.~~ Subd. 3. Essential services requiring a permit as provided by Section 21160 of this Chapter.
~~Subd. 3.~~ Subd. 4. Essential service structures (as defined by Section 21005 of this Chapter) that do not exceed five feet in height or 20 square feet in area, necessary for the health, safety and general welfare of the City, excluding public works type facilities and uses, provided that:

(a) Equipment is completely enclosed in a permanent structure with no outside storage.
(b) Landscaping is provided to screen any such storage.

~~Subd. 4.~~ Subd. 5. Other uses of the same general character as those listed as a permitted use in this District.
~~Subd. 5.~~ Subd. 6. Outdoor display (permanent) of seasonal or convenience items (e.g., windshield washer fluid, softener salt) as an accessory use in association with an allowed principal use provided that:

(a) The area so occupied shall not exceed ten percent of the gross floor area of the principal building or 100 square feet, whichever is less.
(b) No display of merchandise shall occur within the required front, rear, or side yards.
(c) Such outdoor display of merchandise shall be limited to the area of customer entrances or within pump islands.
(d) Such outdoor display of merchandise shall not exceed five feet in height.
(e) Such outdoor display area shall be included in the calculations for parking spaces required for the use and shall not occupy space required for parking as regulated by Section 21135 of this Chapter, except as may be exempted for cause by the Zoning Administrator.

~~Subd. 6.~~ Subd. 7 Outside, above ground storage facilities for fuels used for heating purposes; outdoor generators located 200 feet or more away from residentially guided or zoned property; and outdoor equipment used for dispensing fuels to vehicles or containers used in conjunction with the approved principal use, but not for sale. Such features for new developments shall be included with the site plan submitted for review and approval as required by this Chapter, and such features for existing developments shall be subject to the approval of the Zoning Administrator and the following criteria:

(a) The design, construction, and location of any such features must comply with State and City codes including appropriate National Fire Protection Association standards, Minnesota State Fire Code requirements, and manufacturer's specifications.

(b) An accurate site plan for the development based upon a certified survey shall be submitted showing to scale the location of such features, including any fencing and landscaping related to safety or screening.

(c) To assure that fire hose streams can be directed onto such features with minimal obstruction, solid wall enclosures shall not be used.

(d) Such features must be located so as not to obstruct approved parking spaces, driving aisles, fire lanes, utility easements, or required building ingress or egress points.

(e) No signage shall be permitted, other than required safety information, product identification, product hazards, and operation instructions. For the purpose of this Section, "signage" includes words, graphics, logos, and symbols.

(f) Outdoor generators located less than 200 feet from residentially guided or zoned property shall require the approval of a site plan (or site plan amendment) for a major project, pursuant to Section 21045.05 of this Chapter.

~~Subd. 7.~~ Subd. 8. Outside storage as an accessory use provided that:

(a) The storage area does not take up parking space or loading space as required for conformity to this Chapter.

(b) All requirements of Section 21105.11of this Chapter are met.

~~Subd. 8.~~ Subd. 9. Temporary mobile towers for personal wireless service antennas, as regulated by Section 21175 of this Chapter.

~~Subd. 9.~~ Subd. 10. Temporary events and outdoor sales subject to the following criteria:

(a) Special Promotional Events (except Carnivals).

(1) Such activity is directed towards the general public and includes grand openings, business events, craft shows, flea markets, mechanical and animal rides, and outdoor display of materials.

(2) The event shall not exceed the period specified in the administrative permit and in no case shall exceed three consecutive calendar days per event.

(3) There shall be no more than two special events per calendar year per property. However, each tenant in a multi-tenant building shall be permitted one special event per year. Multi-tenant buildings with less than five lease spaces shall be considered as a single property for purposes of this provision.

(b) Carnivals.

(1) The applicant must submit an amusement license application as required by Section 1100 of the City Code.

(2) The event shall not exceed the period specified in the administrative permit and in no case shall exceed seven consecutive calendar days per event.

(3) There shall be no more than one carnival per calendar year per property.

(c) Outdoor Sales, including but not limited to transient merchants and transient produce merchants ~~(excluding Christmas Tree Sales):~~

~~(d) Outdoor Christmas Tree Sales.~~

~~(1) Such activity is directed towards the general public and consists of the outdoor sales of cut evergreen trees, boughs, wreaths and other natural holiday decorations and related products.~~

~~(2) The following specific standards shall apply to all proposed outdoor Christmas tree sales allowed by this paragraph and by City Code business licensing provisions in addition to other applicable building and safety code requirements as determined by the Zoning Administrator.~~

~~a. The maximum total time for sales activities shall be the period specified in the administrative permit and, in no case, shall exceed 45 days per calendar year per property.~~

~~b. There shall be no more than one sales activity per year per property, which shall be in addition to any special events or other outdoor sales permitted on the property.~~

~~c. Sales activities may be conducted within a required yard provided the area is paved and the activity does not interfere with parking, traffic circulation or emergency vehicle access. Sales on unpaved landscaped areas is prohibited.~~

(d) ~~(e)~~ General Standards applying to all temporary events and outdoor sales.

(1) The event or sale shall be accessory to or promoting the permitted or conditional use approved for the site.

(2) Tents, stands, and other similar temporary structures may be used, provided they are clearly identified on the submitted plan and provided that it is determined by the Zoning Administrator that they will not impair the parking capacity, emergency access, or the safe and efficient movement of pedestrian and vehicular traffic on or off the site.

(3) The submitted plan shall clearly demonstrate that adequate off-street parking for the proposed event can and will be provided for the duration of the event. Determination of compliance with this requirement shall be made by the Zoning Administrator who shall consider the nature of the event and the applicable parking requirements of Section 21135. Consideration shall be given to the parking needs and requirements of other occupants in the case of multi-tenant buildings. Parking on public right-of-way and streets is prohibited; except that parking on local streets may be allowed on Saturday and Sunday only, provided that the petitioner arranges for traffic control by authorized enforcement officers, as approved in writing by the Police Chief, at the petitioner's expense.

(4) Signage related to the event or sale shall be in compliance with the temporary sign standards of Section 21155 and shall be allowed for the duration of the event. The Zoning Administrator may authorize special signage for purposes of traffic direction and control; the erection and removal of such signage shall be the responsibility of the applicant.

(5) The approved permit shall be displayed on the premises for the duration of the event.

(6) All activity related to the event or sale must take place within the time permitted in the administrative permit. No buildings, equipment or materials may be erected or displayed prior to the start date identified in the permit

application and all structures, equipment and displays must be removed by the end date identified in the administrative permit.

(7) Not more than one such event or sale shall be allowed per property at any given time.

Section 19. Amendment of City Code. Section 21555.11 of the Plymouth City Code (B-C BUSINESS CAMPUS DISTRICT – Uses by Administrative Permit) is hereby amended with existing, new text, and ~~deleted text~~ as follows, including renumeration and alphabetization of subsequent items:

Section 21555.11 - Uses by Administrative Permit.

Subd. 1. Antennas located upon an existing structure or existing tower, as regulated by Section 21175 of this Chapter.

Subd. 2. Electric vehicle chargers without offsite signage/advertisements nor amplified sound.

~~Subd. 2.~~ Subd. 3. Essential services requiring a permit as provided by Section 21160 of this Chapter.

~~Subd. 3.~~ Subd. 4. Essential service structures (as defined by Section 21005 of this Chapter) that do not exceed five feet in height or 20 square feet in area, necessary for the health, safety and general welfare of the City, excluding public works type facilities and uses, provided that:

(a) Equipment is completely enclosed in a permanent structure with no outside storage.

(b) Landscaping is provided to screen any such storage.

~~Subd. 4.~~ Subd. 5. Other uses of the same general character as those listed as a permitted use in this District.

~~Subd. 5.~~ Subd. 6. Outside, above ground storage facilities for fuels used for heating purposes; outdoor generators located 200 feet or more away from residentially guided or zoned property; and outdoor equipment used for dispensing fuels to vehicles or containers used in conjunction with the approved principal use, but not for sale. Such features for new developments shall be included with the site plan submitted for review and approval as required by this Chapter, and such features for existing developments shall be subject to the approval of the Zoning Administrator and the following criteria:

(a) The design, construction, and location of any such features must comply with State and City codes including appropriate National Fire Protection Association standards, Minnesota State Fire Code requirements, and manufacturer's specifications.

(b) An accurate site plan for the development based upon a certified survey shall be submitted showing to scale the location of such features, including any fencing and landscaping related to safety or screening.

(c) To assure that fire hose streams can be directed onto such features with minimal obstruction, solid wall enclosures shall not be used.

(d) Such features must be located so as not to obstruct approved parking spaces, driving aisles, fire lanes, utility easements, or required building ingress or egress points.

(e) No signage shall be permitted, other than required safety information, product identification, product hazards, and operation instructions. For the purpose of this Section, "signage" includes words, graphics, logos, and symbols.

(f) Outdoor generators located less than 200 feet from residentially guided or zoned property shall require the approval of a site plan (or site plan amendment) for a major project, pursuant to Section 21045.05 of this Chapter.

~~Subd. 6.~~ Subd. 7 Satellite schools for post-secondary education, provided it is demonstrated that adequate on-site parking would be available for the use.

~~Subd. 7.~~ Subd. 8. Temporary mobile towers for personal wireless service antennas, as regulated by Section 21175 of this Chapter.

~~Subd. 8.~~ Subd. 9. Temporary events and outdoor sales subject to the following criteria:

(a) Special Promotional Events (except Carnivals).

(1) Such activity is directed towards the general public and includes grand openings, business events, craft shows, flea markets, mechanical and animal rides, and outdoor display of materials.

(2) The event shall not exceed the period specified in the administrative permit and in no case shall exceed three consecutive calendar days per event.

(3) There shall be no more than two special events per calendar year per property. However, each tenant in a multi-tenant building shall be permitted one special event per year. Multi-tenant buildings with less than five lease spaces shall be considered as a single property for purposes of this provision.

(b) Carnivals.

(1) The applicant must submit an amusement license application as required by Section 1100 of the City Code.

(2) The event shall not exceed the period specified in the administrative permit and in no case shall exceed seven consecutive calendar days per event.

(3) There shall be no more than one carnival per calendar year per property.

(c) Outdoor Sales, including but not limited to transient merchants and transient produce merchants ~~(excluding Christmas Tree Sales):~~

~~(d) Outdoor Christmas Tree Sales.~~

~~(1) Such activity is directed towards the general public and consists of the outdoor sales of cut evergreen trees, boughs, wreaths and other natural holiday decorations and related products.~~

~~(2) The following specific standards shall apply to all proposed outdoor Christmas tree sales allowed by this paragraph and by City Code business licensing provisions in addition to other applicable building and safety code requirements as determined by the Zoning Administrator.~~

~~a. The maximum total time for sales activities shall be the period specified in the administrative permit and, in no case, shall exceed 45 days per calendar year per property.~~

~~b. There shall be no more than one sales activity per year per property, which shall be in addition to any special events or other outdoor sales permitted on the property.~~

~~c. Sales activities may be conducted within a required yard provided the area is paved and the activity does not interfere with parking, traffic circulation or emergency vehicle access. Sales on unpaved landscaped areas is prohibited.~~

(d) ~~(e)~~ General Standards applying to all temporary events and outdoor sales.

(1) The event or sale shall be accessory to or promoting the permitted or conditional use approved for the site.

(2) Tents, stands, and other similar temporary structures may be used, provided they are clearly identified on the submitted plan and provided that it is determined by the Zoning Administrator that they will not impair the parking

capacity, emergency access, or the safe and efficient movement of pedestrian and vehicular traffic on or off the site.

(3) The submitted plan shall clearly demonstrate that adequate off-street parking for the proposed event can and will be provided for the duration of the event. Determination of compliance with this requirement shall be made by the Zoning Administrator who shall consider the nature of the event and the applicable parking requirements of Section 21135. Consideration shall be given to the parking needs and requirements of other occupants in the case of multi-tenant buildings. Parking on public right-of-way and streets is prohibited; except that parking on local streets may be allowed on Saturday and Sunday only, provided that the petitioner arranges for traffic control by authorized enforcement officers, as approved in writing by the Police Chief, at the petitioner's expense.

(4) Signage related to the event or sale shall be in compliance with the temporary sign standards of Section 21155 and shall be allowed for the duration of the event. The Zoning Administrator may authorize special signage for purposes of traffic direction and control; the erection and removal of such signage shall be the responsibility of the applicant.

(5) The approved permit shall be displayed on the premises for the duration of the event.

(6) All activity related to the event or sale must take place within the time permitted in the administrative permit. No buildings, equipment or materials may be erected or displayed prior to the start date identified in the permit application and all structures, equipment and displays must be removed by the end date identified in the administrative permit.

(7) Not more than one such event or sale shall be allowed per property at any given time.

Section 20. Amendment of City Code. Section 21560.03 Subd. 6 of the Plymouth City Code (I-1 LIGHT INDUSTRIAL DISTRICT – Permitted Uses) is hereby amended with existing and new text as follows, including renumeration and alphabetization of subsequent items:

Section 21560.03 - Permitted Uses.

Subd. 6. Breweries and distilleries with or without an accessory taproom.

Section 21. Amendment of City Code. Section 21560.07 of the Plymouth City Code (I-1 LIGHT INDUSTRIAL DISTRICT – Conditional Uses) Commercial recreation, indoor is hereby removed with existing and ~~deleted text~~ as follows, including renumeration and alphabetization of subsequent items:

Section 21560.07 - Conditional Uses.

~~Subd. 6. Commercial recreation, indoor (e.g., bowling alleys, roller rinks).~~

Section 22. Amendment of City Code. Section 21560.11 of the Plymouth City Code (I-1 LIGHT INDUSTRIAL DISTRICT – Uses by Administrative Permit) is hereby amended with existing and new text as follows, including renumeration and alphabetization of subsequent items:

Section 21560.11 – Uses by Administrative Permit.

Subd. 1. Antennas located upon an existing structure or existing tower, as regulated by Section 21175 of this Chapter.
Subd. 2. Antennas not located upon an existing structure or existing tower, as regulated by Section 21175 of this Chapter.
Subd. 3. Commercial recreation, indoor, provided sufficient parking as determined by Zoning Administrator.
Subd. 4. Electric vehicle chargers without offsite signage/advertisements nor amplified sound.
~~Subd. 3.~~ Subd. 5. Essential services requiring a permit as provided by Section 21160 of this Chapter.
~~Subd. 4.~~ Subd. 6. Offices, administrative/commercial (excludes offices/clinics for medical, dental, or chiropractic services) using over 50 percent of the principal structure or as a freestanding principal use, provided the parking regulations of this Chapter are met.
~~Subd. 5~~ Subd. 7. Offices or clinics for physical, cognitive or behavioral therapy limited to 7,000 square feet or less of the principal structure, provided parking regulations of this Chapter are met.
~~Subd. 5~~ Subd. 8. Other uses of the same general character as those listed as a permitted use in this District.
~~Subd. 7.~~ Subd. 9. Outside, above ground storage facilities for fuels used for heating purposes; outdoor generators located 200 feet or more away from residentially guided or zoned property; and outdoor equipment used for dispensing fuels to vehicles or containers used in conjunction with the approved principal use, but not for sale. Such features for new developments shall be included with the site plan submitted for review and approval as required by this Chapter, and such features for existing developments shall be subject to the approval of the Zoning Administrator and the following criteria:

(a) The design, construction, and location of any such features must comply with State and City codes including appropriate National Fire Protection Association standards, Minnesota State Fire Code requirements, and manufacturer's specifications.
(b) An accurate site plan for the development based upon a certified survey shall be submitted showing to scale the location of such features, including any fencing and landscaping related to safety or screening.
(c) To assure that fire hose streams can be directed onto such features with minimal obstruction, solid wall enclosures shall not be used.
(d) Such features must be located so as not to obstruct approved parking spaces, driving aisles, fire lanes, utility easements, or required building ingress or egress points.
(e) No signage shall be permitted, other than required safety information, product identification, product hazards, and operation instructions. For the purpose of this Section, "signage" includes words, graphics, logos, and symbols.
(f) Outdoor generators located less than 200 feet from residentially guided or zoned property shall require the approval of a site plan (or site plan amendment) for a major project, pursuant to Section 21045.05 of this Chapter.

~~Subd. 8.~~ Subd. 10 Outside storage as an accessory use when not abutting any residentially zoned or used property other than vacant FRD property classified for non-residential use by the Land Use Guide Plan, provided that:

(a) The storage area is surfaced with blacktop, concrete, or other approved material to control dust.
(b) The storage area does not take up parking space or loading space as required for conformity to this Chapter.
(c) All requirements of Section 21105.11 of this Chapter are met.

~~Subd. 9.~~ Subd. 11. Temporary mobile towers for personal wireless service antennas, as regulated by Section 21175 of this Chapter.

~~Subd. 10.~~ Subd. 12. Temporary events and outdoor sales subject to the following criteria:

(a) Special Promotional Events (except Carnivals).

(1) Such activity is directed towards the general public and includes grand openings, business events, craft shows, flea markets, mechanical and animal rides, and outdoor display of materials.

(2) The event shall not exceed the period specified in the administrative permit and in no case shall exceed three consecutive calendar days per event.

(3) There shall be no more than two special events per calendar year per property. However, each tenant in a multi-tenant building shall be permitted one special event per year. Multi-tenant buildings with less than five lease spaces shall be considered as a single property for purposes of this provision.

(b) Carnivals.

(1) The applicant must submit an amusement license application as required by Section 1100 of the City Code.

(2) The event shall not exceed the period specified in the administrative permit and in no case shall exceed seven consecutive calendar days per event.

(3) There shall be no more than one carnival per calendar year per property.

(c) Outdoor Sales, including but not limited to transient merchants and transient produce merchants ~~(excluding Christmas Tree Sales):~~

~~(d) Outdoor Christmas Tree Sales.~~

~~(1) Such activity is directed towards the general public and consists of the outdoor sales of cut evergreen trees, boughs, wreaths and other natural holiday decorations and related products.~~

~~(2) The following specific standards shall apply to all proposed outdoor Christmas tree sales allowed by this paragraph and by City Code business licensing provisions in addition to other applicable building and safety code requirements as determined by the Zoning Administrator.~~

~~a. The maximum total time for sales activities shall be the period specified in the administrative permit and, in no case, shall exceed 45 days per calendar year per property.~~

~~b. There shall be no more than one sales activity per year per property, which shall be in addition to any special events or other outdoor sales permitted on the property.~~

~~c. Sales activities may be conducted within a required yard provided the area is paved and the activity does not interfere with parking, traffic circulation or emergency vehicle access. Sales on unpaved landscaped areas is prohibited.~~

(d) ~~(e)~~ General Standards applying to all temporary events and outdoor sales.

(1) The event or sale shall be accessory to or promoting the permitted or conditional use approved for the site.

(2) Tents, stands, and other similar temporary structures may be used, provided they are clearly identified on the submitted plan and provided that it is determined by the Zoning Administrator that they will not impair the parking capacity, emergency access, or the safe and efficient movement of pedestrian and vehicular traffic on or off the site.

(3) The submitted plan shall clearly demonstrate that adequate off-street parking for the proposed event can and will be provided for the duration of the event. Determination of compliance with this requirement shall be made by the

Zoning Administrator who shall consider the nature of the event and the applicable parking requirements of Section 21135. Consideration shall be given to the parking needs and requirements of other occupants in the case of multi-tenant buildings. Parking on public right-of-way and streets is prohibited; except that parking on local streets may be allowed on Saturday and Sunday only, provided that the petitioner arranges for traffic control by authorized enforcement officers, as approved in writing by the Police Chief, at the petitioner's expense.

(4) Signage related to the event or sale shall be in compliance with the temporary sign standards of Section 21155 and shall be allowed for the duration of the event. The Zoning Administrator may authorize special signage for purposes of traffic direction and control; the erection and removal of such signage shall be the responsibility of the applicant.

(5) The approved permit shall be displayed on the premises for the duration of the event.

(6) All activity related to the event or sale must take place within the time permitted in the administrative permit. No buildings, equipment or materials may be erected or displayed prior to the start date identified in the permit application and all structures, equipment and displays must be removed by the end date identified in the administrative permit.

(7) Not more than one such event or sale shall be allowed per property at any given time.

Section 23. Amendment of City Code. Section 21565.03 Subd. 7. of the Plymouth City Code (I-2 GENERAL INDUSTRIAL DISTRICT – Permitted Uses) is hereby amended with existing and new text as follows, including renumeration and alphabetization of subsequent items:

21565.03 – Permitted Uses.

Subd. 7. Breweries and distilleries with or without an accessory taproom.

Section 24. Amendment of City Code. Section 21565.07 Subd. 13 of the Plymouth City Code (I-2 GENERAL INDUSTRIAL DISTRICT – Conditional Uses) is hereby amended with ~~deleted text~~ as follows, including renumeration and alphabetization of subsequent items:

21565.07 – Conditional Uses.

~~Subd. 13. Limited motor vehicle sales or leasing as a principal or accessory use, provided that:~~

~~(a) There shall be no outside storage or display of vehicles for sale or lease.~~

~~(b) Not more than five vehicles for sale or lease shall be on the premises at any given time.~~

~~(c) Notwithstanding any other provision of this Chapter, signage related to motor vehicle sales or leasing shall be limited to 24 square feet.~~

~~(d) No temporary signage/advertising devices (e.g., portable signage, banners, pennants, spotlights, skytrackers, inflatables, balloons) shall be allowed.~~

Section 25. Amendment of City Code. Section 21565.11 of the Plymouth City Code (I-2 GENERAL INDUSTRIAL DISTRICT – Uses by Administrative Permit) is hereby amended with existing, new text and ~~deleted text~~ as follows, including renumeration and alphabetization of subsequent items:

21565.11 – Uses by Administrative Permit.

Subd. 1. Antennas located upon an existing structure or existing tower, as regulated by Section 21175 of this Chapter.
Subd. 2. Antennas not located upon an existing structure or existing tower, as regulated by Section 21175 of this Chapter.
Subd. 3. Electric vehicle chargers without offsite signage/advertisements nor amplified sound.
Subd. 4 ~~Subd. 3.~~ Essential services requiring a permit as provided by Section 21160 of this Chapter.
Subd. 5 ~~Subd. 4.~~ Offices, administrative/commercial (excludes offices/clinics for medical, dental, or chiropractic services) using over 50 percent of the principal structure or as a freestanding principal use, provided the parking regulations of this Chapter are met.
Subd. 5. ~~Offices or clinics for physical, cognitive or behavioral therapy limited to 7,000 square feet or less of the principal structure, provided parking regulations of this Chapter are met.~~
~~Subd. 5~~ Subd. 6. Other uses of the same general character as those listed as a permitted use in this District.
Subd. 7. Outside, above ground storage facilities for fuels used for heating purposes; outdoor generators located 200 feet or more away from residentially guided or zoned property; and outdoor equipment used for dispensing fuels to vehicles or containers used in conjunction with the approved principal use, but not for sale. Such features for new developments shall be included with the site plan submitted for review and approval as required by this Chapter, and such features for existing developments shall be subject to the approval of the Zoning Administrator and the following criteria:

(a) The design, construction, and location of any such features must comply with State and City codes including appropriate National Fire Protection Association standards, Minnesota State Fire Code requirements, and manufacturer's specifications.
(b) An accurate site plan for the development based upon a certified survey shall be submitted showing to scale the location of such features, including any fencing and landscaping related to safety or screening.
(c) To assure that fire hose streams can be directed onto such features with minimal obstruction, solid wall enclosures shall not be used.
(d) Such features must be located so as not to obstruct approved parking spaces, driving aisles, fire lanes, utility easements, or required building ingress or egress points.
(e) No signage shall be permitted, other than required safety information, product identification, product hazards, and operation instructions. For the purpose of this Section, "signage" includes words, graphics, logos, and symbols.
(f) Outdoor generators located less than 200 feet from residentially guided or zoned property shall require the approval of a site plan (or site plan amendment) for a major project, pursuant to Section 21045.05 of this Chapter.

Subd. 8. Outside storage as an accessory use when not abutting any residentially zoned or used property other than vacant FRD property classified for non-residential use by the Land Use Guide Plan, provided that:

(a) The storage area is surfaced with blacktop, concrete, or other approved material to control dust.
(b) The storage area does not take up parking space or loading space as required for conformity to this Chapter.
(c) All requirements of Section 21105.11 of this Chapter are met.

Subd. 9. Temporary mobile towers for personal wireless service antennas, as regulated by Section 21175 of this Chapter.

Subd. 10. Temporary events and outdoor sales subject to the following criteria:

(a) Special Promotional Events (except Carnivals).

(1) Such activity is directed towards the general public and includes grand openings, business events, craft shows, flea markets, mechanical and animal rides, and outdoor display of materials.

(2) The event shall not exceed the period specified in the administrative permit and in no case shall exceed three consecutive calendar days per event.

(3) There shall be no more than two special events per calendar year per property. However, each tenant in a multi-tenant building shall be permitted one special event per year. Multi-tenant buildings with less than five lease spaces shall be considered as a single property for purposes of this provision.

(b) Carnivals.

(1) The applicant must submit an amusement license application as required by Section 1100 of the City Code.

(2) The event shall not exceed the period specified in the administrative permit and in no case shall exceed seven consecutive calendar days per event.

(3) There shall be no more than one carnival per calendar year per property.

(c) Outdoor Sales, including but not limited to transient merchants and transient produce merchants ~~(excluding Christmas Tree Sales):~~

~~(d) Outdoor Christmas Tree Sales.~~

~~(1) Such activity is directed towards the general public and consists of the outdoor sales of cut evergreen trees, boughs, wreaths and other natural holiday decorations and related products.~~

~~(2) The following specific standards shall apply to all proposed outdoor Christmas tree sales allowed by this paragraph and by City Code business licensing provisions in addition to other applicable building and safety code requirements as determined by the Zoning Administrator.~~

~~a. The maximum total time for sales activities shall be the period specified in the administrative permit and, in no case, shall exceed 45 days per calendar year per property.~~

~~b. There shall be no more than one sales activity per year per property, which shall be in addition to any special events or other outdoor sales permitted on the property.~~

~~c. Sales activities may be conducted within a required yard provided the area is paved and the activity does not interfere with parking, traffic circulation or emergency vehicle access. Sales on unpaved landscaped areas is prohibited.~~

(d) ~~(e)~~ General Standards applying to all temporary events and outdoor sales.

(1) The event or sale shall be accessory to or promoting the permitted or conditional use approved for the site.

(2) Tents, stands, and other similar temporary structures may be used, provided they are clearly identified on the submitted plan and provided that it is determined by the Zoning Administrator that they will not impair the parking capacity, emergency access, or the safe and efficient movement of pedestrian and vehicular traffic on or off the site.

(3) The submitted plan shall clearly demonstrate that adequate off-street parking for the proposed event can and will be provided for the duration of the event. Determination of compliance with this requirement shall be

made by the Zoning Administrator who shall consider the nature of the event and the applicable parking requirements of Section 21135. Consideration shall be given to the parking needs and requirements of other occupants in the case of multi-tenant buildings. Parking on public right-of-way and streets is prohibited; except that parking on local streets may be allowed on Saturday and Sunday only, provided that the petitioner arranges for traffic control by authorized enforcement officers, as approved in writing by the Police Chief, at the petitioner's expense.

(4) Signage related to the event or sale shall be in compliance with the temporary sign standards of Section 21155 and shall be allowed for the duration of the event. The Zoning Administrator may authorize special signage for purposes of traffic direction and control; the erection and removal of such signage shall be the responsibility of the applicant.
(5) The approved permit shall be displayed on the premises for the duration of the event.
(6) All activity related to the event or sale must take place within the time permitted in the administrative permit. No buildings, equipment or materials may be erected or displayed prior to the start date identified in the permit application and all structures, equipment and displays must be removed by the end date identified in the administrative permit.
(7) Not more than one such event or sale shall be allowed per property at any given time.

Section 26. Amendment of City Code. Section 21570.05 of the Plymouth City Code (I-3 HEAVY INUDSTRIAL DISTRICT – Permitted Uses) is hereby amended with existing, new text and ~~deleted text~~ as follows, including renumeration and alphabetization of subsequent items:

21570.05. – Permitted Uses.

Subd. 1. Manufacturing or assembly of a wide variety of products that produces no exterior noise, glare, fumes, obnoxious byproducts or wastes, or creates no other objectionable impact on the environment. Examples of such uses include fabrication or assembly of small products such as optical, electronic, pharmaceutical, medical supplies and equipment.
Subd. 2. Accessory retail, accessory rental, or accessory service activities that are completely enclosed within a principal structure, limited to ten percent of the gross floor area of its associated principal use, to a maximum of 5,000 square feet.
Subd. 3. Automobile detailing shops.
Subd. 4. Automobile repair—major.
Subd. 5. Automobile repair—minor.
Subd. 6. Bakeries, wholesale.
Subd. 7. Breweries and distilleries with or without an accessory taproom.
Subd. 8. Contractor operations.
Subd. 9. Distribution centers.
Subd. 10. Dry cleaning processing plant and accessory pressing and repairing.
Subd. 11. Essential services and structures, except those requiring administrative permits or conditional use permits pursuant to Section 21160 of this Chapter.
Subd. 12. Food processing.
Subd. 13. Governmental and public utility (essential service) buildings and structures, including public works type facilities.

Subd. 14. Heavy industry.
Subd. 15. Laboratories.
Subd. 16. Machine shops.
Subd. 17. Mini-storage facilities.
Subd. 18. Offices related to other allowed uses, limited to 50 percent of the principal structure.
Subd. 19. Parks, trails, playgrounds and directly related buildings and structures, City of Plymouth only.
Subd. 20. Printing presses and publishing facilities.
Subd. 21. Radio and television stations.
~~Subd. 22. Sexually oriented businesses—Accessory or principal (as regulated by Section 21195 of this Chapter).~~
~~Subd. 23. Studios—Artist and commercial/portrait photography.~~
~~Subd. 24. Therapeutic massage, if there are medical, dental or chiropractic offices or clinics as legal non-conforming uses on the premises.~~
~~Subd. 25. Trade schools.~~
Subd. 22. ~~Subd. 26.~~ Truck terminals.
Subd. 23. ~~Subd. 27.~~ Vending companies.
Subd. 24. ~~Subd. 28.~~ Warehousing and indoor storage excluding explosives and hazardous waste.
Subd. 25. ~~Subd. 29.~~ Wholesale showrooms.

Section 27. Amendment of City Code. Section 21570.09 subd. 13 of the Plymouth City Code (I-3 HEAVY INDUSTRIAL DISTRICT – Conditional Uses) is hereby amended with existing, new text and ~~deleted text~~ as follows, including renumeration and alphabetization of subsequent items:

Subd. 13. Outside storage as an accessory use when abutting any residentially zoned or used property other than vacant FRD property classified for non-residential use by the Land Use Guide Plan, provided that:
(a) The storage area is blacktop or concrete surfaced ~~unless specifically approved by the City Council.~~
(b) The storage area does not take up parking space or loading space as required for conformity to this Chapter.
(c) All requirements of Section 21105.11 of this Chapter are met.

Section 28. Amendment of City Code. Section 21570.13 of the Plymouth City Code (I-3 HEAVY INUDSTRIAL DISTRICT – Uses by Administrative Permit) is hereby amended with existing, new text and ~~deleted text~~ as follows, including renumeration and alphabetization of subsequent items:

21570.13. – Uses by Administrative Permit.

Subd. 1. Antennas located upon an existing structure or existing tower, as regulated by Section 21175 of this Chapter.
Subd. 2. Antennas not located upon an existing structure or existing tower, as regulated by Section 21175 of this Chapter.
Subd. 3. Electric vehicle chargers without offsite signage/advertisements nor amplified sound.
Subd. 4 ~~Subd. 3.~~ Essential services requiring a permit as provided by Section 21160 of this Chapter.

~~Subd. 4.~~ Subd. 5 Offices, administrative/commercial (excludes offices/clinics for medical, dental, or chiropractic services) using over 50 percent of the principal structure or as a freestanding principal use, provided the parking regulations of this Chapter are met.

~~Subd. 5.~~ Subd. 6. Other uses of the same general character as those listed as a permitted use in this District.

~~Subd. 6.~~ Subd. 7. Outside, above ground storage facilities for fuels used for heating purposes; outdoor generators located 200 feet or more away from residentially guided or zoned property; and outdoor equipment used for dispensing fuels to vehicles or containers used in conjunction with the approved principal use, but not for sale. Such features for new developments shall be included with the site plan submitted for review and approval as required by this Chapter, and such features for existing developments shall be subject to the approval of the Zoning Administrator and the following criteria:

(a) The design, construction, and location of any such features must comply with State and City codes including appropriate National Fire Protection Association standards, Minnesota State Fire Code requirements, and manufacturer's specifications.

(b) An accurate site plan for the development based upon a certified survey shall be submitted showing to scale the location of such features, including any fencing and landscaping related to safety or screening.

(c) To assure that fire hose streams can be directed onto such features with minimal obstruction, solid wall enclosures shall not be used.

(d) Such features must be located so as not to obstruct approved parking spaces, driving aisles, fire lanes, utility easements, or required building ingress or egress points.

(e) No signage shall be permitted, other than required safety information, product identification, product hazards, and operation instructions. For the purpose of this Section, "signage" includes words, graphics, logos, and symbols.

(f) Outdoor generators located less than 200 feet from residentially guided or zoned property shall require the approval of a site plan (or site plan amendment) for a major project, pursuant to Section 21045.05 of this Chapter.

~~Subd. 7.~~ Subd. 8 Outside storage as an accessory use when not abutting any residentially zoned or used property other than vacant FRD property classified for non-residential use by the Land Use Guide Plan, provided that:

(a) The storage area is surfaced with blacktop, concrete, or other approved material to control dust.

(b) The storage area does not take up parking space or loading space as required for conformity to this Chapter.

(c) All requirements of Section 21105.11 of this Chapter are met.

~~Subd. 8.~~ Subd. 9 Temporary mobile towers for personal wireless service antennas, as regulated by Section 21175 of this Chapter.

~~Subd. 9.~~ Subd. 10 Temporary events and outdoor sales subject to the following criteria:

(a) Special Promotional Events (except Carnivals).

(1) Such activity is directed towards the general public and includes grand openings, business events, craft shows, flea markets, mechanical and animal rides, and outdoor display of materials.

(2) The event shall not exceed the period specified in the administrative permit and in no case shall exceed three consecutive calendar days per event.

(3) There shall be no more than two special events per calendar year per property. However, each tenant in a multi-tenant building shall be permitted

one special event per year. Multi-tenant buildings with less than five lease spaces shall be considered as a single property for purposes of this provision.

(b) Carnivals.

(1) The applicant must submit an amusement license application as required by Section 1100 of the City Code.

(2) The event shall not exceed the period specified in the administrative permit and in no case shall exceed seven consecutive calendar days per event.

(3) There shall be no more than one carnival per calendar year per property.

(c) Outdoor Sales, including but not limited to transient merchants and transient produce merchants ~~(excluding Christmas Tree Sales):~~

~~(d) Outdoor Christmas Tree Sales.~~

~~(1) Such activity is directed towards the general public and consists of the outdoor sales of cut evergreen trees, boughs, wreaths and other natural holiday decorations and related products.~~

~~(2) The following specific standards shall apply to all proposed outdoor Christmas tree sales allowed by this paragraph and by City Code business licensing provisions in addition to other applicable building and safety code requirements as determined by the Zoning Administrator.~~

~~a. The maximum total time for sales activities shall be the period specified in the administrative permit and, in no case, shall exceed 45 days per calendar year per property.~~

~~b. There shall be no more than one sales activity per year per property, which shall be in addition to any special events or other outdoor sales permitted on the property.~~

~~c. Sales activities may be conducted within a required yard provided the area is paved and the activity does not interfere with parking, traffic circulation or emergency vehicle access. Sales on unpaved landscaped areas is prohibited.~~

(d) ~~(e)~~ General Standards applying to all temporary events and outdoor sales.

(1) The event or sale shall be accessory to or promoting the permitted or conditional use approved for the site.

(2) Tents, stands, and other similar temporary structures may be used, provided they are clearly identified on the submitted plan and provided that it is determined by the Zoning Administrator that they will not impair the parking capacity, emergency access, or the safe and efficient movement of pedestrian and vehicular traffic on or off the site.

(3) The submitted plan shall clearly demonstrate that adequate off-street parking for the proposed event can and will be provided for the duration of the event. Determination of compliance with this requirement shall be made by the Zoning Administrator who shall consider the nature of the event and the applicable parking requirements of Section 21135. Consideration shall be given to the parking needs and requirements of other occupants in the case of multi-tenant buildings. Parking on public right-of-way and streets is prohibited; except that parking on local streets may be allowed on Saturday and Sunday only, provided that the petitioner arranges for traffic control by authorized enforcement officers, as approved in writing by the Police Chief, at the petitioner's expense.

(4) Signage related to the event or sale shall be in compliance with the temporary sign standards of Section 21155 and shall be allowed for the duration of the event. The Zoning Administrator may authorize special

signage for purposes of traffic direction and control; the erection and removal of such signage shall be the responsibility of the applicant.

(5) The approved permit shall be displayed on the premises for the duration of the event.

(6) All activity related to the event or sale must take place within the time permitted in the administrative permit. No buildings, equipment or materials may be erected or displayed prior to the start date identified in the permit application and all structures, equipment and displays must be removed by the end date identified in the administrative permit.

(7) Not more than one such event or sale shall be allowed per property at any given time.

Section 29. Amendment of City Code. Section 21650.03 of the Plymouth City Code (P-I, PUBLIC/INSTITUTIONAL DISTRICT – Permitted Uses) is hereby amended with existing and new text as follows, including renumeration and alphabetization of subsequent items:

21650.03. – Permitted Uses.

Subd. 1. Day care facilities as a principal or accessory use.
Subd. 2. Educational facilities including, and limited to, public and private elementary, middle, junior high, and senior high schools.
Subd. 3. Essential services not including structures, except those requiring administrative permits or conditional use permits pursuant to Section 21160 of this Chapter.
Subd. 4. Governmental and public utility (essential service) buildings and structures, including public works type facilities, excluding outdoor storage.
Subd. 5. Parks, trails, docks, playgrounds, and outdoor athletic fields and their related structures, excluding the recreational facilities requiring a conditional use permit under Section 21650.07, Subd. 18 of this Chapter.
Subd. 6. Private clubs (may serve food and beverages).
Subd. 7. Public recreational facilities and related structures (e.g., golf courses, arenas, stadiums, gymnasiums, and similar uses).
Subd. 8. ~~Subd. 7.~~ Publicly owned civic or cultural buildings, such as libraries, City offices, fire stations, auditoriums, public administration buildings and historical developments.
Subd. 9. ~~Subd. 8.~~ Radio and television receiving antennas including single satellite dish TVROs two meters or less in diameter, short-wave radio dispatching antennas, or those necessary for the operation of electronic equipment including federally licensed amateur radio stations, as regulated by Section 21175 of this Chapter.
Subd. 10. ~~Subd. 9.~~ Religious institutions, such as chapels, temples, synagogues, and mosques limited to worship and directly related social events.
Subd. 11. ~~Subd. 10.~~ Residential care facilities such as nursing homes, assisted living facilities and similar facilities (excludes hospitals or similar institutions).
Subd. 12. ~~Subd. 11.~~ Trade schools.
Subd. 13. ~~Subd. 12.~~ Tutoring/learning centers.

Section 30. Amendment of City Code. Section 21650.07 of the Plymouth City Code (P-I, PUBLIC/INSTITUTIONAL DISTRICT – Conditional Uses) is hereby amended with existing, new text and ~~deleted text~~ as follows, including renumeration and alphabetization of subsequent items:

21650.07. – Conditional Uses.

Subd. 1. Antennas not located upon an existing structure or existing tower, as regulated by Section 21175 of this Chapter.
Subd. 2. Buildings in excess of height limitations as specified in Section 21650.13 of this Chapter, provided that:

(a) For each additional five feet in height above the maximum building height specified in this district, the front and side yard setback requirements shall be increased by one foot.
(b) The construction does not limit solar access to abutting and/or neighboring properties.

Subd. 3. Cemeteries or memorial gardens provided that:

(a) The site is landscaped in accordance with Section 21130.
(b) The use is available to the "public".
(c) All portions of the use meet the minimum setback requirements for principal structures.

Subd. 4. Colleges, seminaries, and other similar institutions of higher education.
Subd. 5. Commercial and public radio and television transmitting antennas, and public utility microwave antennas, as regulated by Section 21175 of this Chapter.
Subd. 6. Community centers.
Subd. 7. Correctional facilities provided that:

(a) Facilities shall comply with all applicable codes and regulations and shall have, current and in effect, the appropriate state licenses.
(b) On-site services and treatment shall be for residents and inmates of the facility only, and shall not be for non-residents or persons outside the facility.
(c) All new buildings or additions to existing buildings shall be consistent with the scale and character of the buildings in the neighborhood. Exterior building materials shall also be harmonious with other buildings in the neighborhood.
(d) No correctional facility shall be closer than 1,320 feet from another licensed correctional facility or from any property designated on the Land Use Guide Plan as residential and/or designated on the official zoning map as residential.
(e) The conditional use permit is only valid as long as a valid state license is held by the operator of the facility where such license is required.
(f) Appropriate transition to neighboring property shall be provided by landscaping and site design consistent with the City ordinances and policies.

Subd. 8. Dog park facilities, provided that:

(a) Any such facility established after January 23, 2007 shall be set back at least 75 feet from residentially zoned or guided property.
(b) Any such facility established after January 23, 2007 shall be completely enclosed with a fence and gates that are at least five feet high, except that the fencing requirement may be waived in areas where natural barriers (e.g., wetlands) provide enclosure for the facility.
(c) Adequate off-street parking shall be provided for the facility, as determined by the Zoning Administrator based on the size of and anticipated parking needs for the dog park.

Subd. 9. Essential services requiring a conditional use permit pursuant to Section 21160 of this Chapter.
Subd. 10. Essential service structures (as defined by Section 21005 of this Chapter) that exceed five feet in height or 20 square feet in area, necessary for the health, safety and general welfare of the City, excluding public works type facilities, provided that equipment is completely enclosed in a permanent structure with no outside storage.

Subd. 11. Funeral homes and mortuaries.
Subd. 12. Helistops, as regulated by Section 21193 of this Chapter.
Subd. 13. Hospitals or similar institutions, provided that all state laws and statutes governing such use are strictly adhered to and all required operating permits are secured.
~~Subd. 14. Offices, administrative/commercial.~~
~~Subd. 15. Offices/clinics for medical, dental, or chiropractic services.~~
Subd. 16. Parking lots/ramps, as a principal use.
Subd. 17. Public safety communication towers and antennas, provided that:
(a) Public safety communication towers in excess of 150 feet in height shall be located on property not less than ten acres in size.
(b) Public safety communication towers shall comply with the standards and requirements of Section 21175.
Subd. 18. Private recreational ~~Recreational~~ facilities and related structures (e.g., golf courses, arenas, stadiums, gymnasiums, and similar uses).
Subd. 19. Residential shelters, in accordance with Section 21190.02 of this Chapter.
Subd. 20. ~~Retail commercial activities and personal services, provided that:~~
~~(a) Merchandise is sold at retail.~~
~~(b) Personal services are limited to those uses and activities which are allowed as a permitted or permitted accessory use within the C-1 Zoning District.~~
~~(c) The retail activity and personal services are located within a structure whose principal use is not commercial sales.~~
~~(d) The retail activity and personal services shall not occupy more than 15 percent of the gross floor area of the building.~~
~~(e) The retail activity and personal services are not located within a structure whose principal use is residential.~~
~~(f) No directly or indirectly illuminated sign or sign in excess of ten square feet identifying the name of the business shall be visible from the outside of the building.~~
~~(g) No signs or posters of any type advertising products for sale or services shall be visible from the outside of the building.~~
~~Subd. 21.~~ Scoreboard (limit of one) for a public park or a public or private school that either: 1) exceeds 32 feet in height or 550 square feet in surface area, or 2) contains a video display panel, provided that:
(a) Any such scoreboard shall not exceed 50 feet in height or 950 square feet in surface area.
(b) No other scoreboard at the park or school shall exceed 150 square feet in surface area.
(c) No commercial speech shall be permitted on the scoreboard, except that commercial messages may be displayed during City- or school-sponsored events on the athletic field served by the scoreboard. These events shall not include practices or classes held on the field. Organizations sponsoring the scoreboard may include identifying information within the area allowed for the scoreboard in a combined amount not to exceed 30 percent of the total scoreboard area.
(d) The information and commercial speech on the scoreboard shall not be visible from adjacent public streets.

Section 31. Amendment of City Code. Section 21650.11 of the Plymouth City Code (P-I, PUBLIC/INSTITUTIONAL DISTRICT – Uses by Administrative Permit) is hereby amended with existing, new text and ~~deleted text~~ as follows, including renumeration and alphabetization of subsequent items:

21650.11– Uses by Administrative Permit.

Subd. 1. Antennas located upon an existing structure or existing tower, as regulated by Section 21175 of this Chapter.

Subd. 2. Electric vehicle chargers without offsite signage/advertisements nor amplified sound.

~~Subd. 2.~~ Subd. 3. Essential services requiring a permit as provided by Section 21160 of this Chapter.

~~Subd. 3.~~ Subd. 4. Essential service structures (as defined by Section 21005 of this Chapter) that do not exceed five feet in height or 20 square feet in area, necessary for the health, safety and general welfare of the City, excluding public works type facilities and uses, provided that:

(a) Equipment is completely enclosed in a permanent structure with no outside storage.

(b) Landscaping is provided to screen any such storage.

~~Subd. 4.~~ Subd. 5. Other uses of the same general character as those listed as a permitted use in this District.

~~Subd. 5.~~ Subd. 6. Outside, above ground storage facilities for fuels used for heating purposes; outdoor generators located 200 feet or more away from residentially guided or zoned property; and outdoor equipment used for dispensing fuels to vehicles or containers used in conjunction with the approved principal use, but not for sale. Such features for new developments shall be included with the site plan submitted for review and approval as required by this Chapter, and such features for existing developments shall be subject to the approval of the Zoning Administrator and the following criteria:

(a) The design, construction, and location of any such features must comply with State and City codes including appropriate National Fire Protection Association standards, Minnesota State Fire Code requirements, and manufacturer's specifications.

(b) An accurate site plan for the development based upon a certified survey shall be submitted showing to scale the location of such features, including any fencing and landscaping related to safety or screening.

(c) To assure that fire hose streams can be directed onto such features with minimal obstruction, solid wall enclosures shall not be used.

(d) Such features must be located so as not to obstruct approved parking spaces, driving aisles, fire lanes, utility easements, or required building ingress or egress points.

(e) No signage shall be permitted, other than required safety information, product identification, product hazards, and operation instructions. For the purpose of this Section, "signage" includes words, graphics, logos, and symbols.

(f) Outdoor generators located less than 200 feet from residentially guided or zoned property shall require the approval of a site plan (or site plan amendment) for a major project, pursuant to Section 21045.05 of this Chapter.

~~Subd. 6.~~ Subd. 7. Outside storage as an accessory use provided that:

(a) The storage area does not take up parking space or loading space as required for conformity to this Chapter.

(b) All requirements of Section 21105.11of this Chapter are met.

~~Subd. 7.~~ Subd. 8. Temporary meteorological equipment and associated tower, as regulated by Section 21173 of this Chapter.

~~Subd. 8.~~ Subd. 9. Temporary mobile towers for personal wireless service antennas, as regulated by Section 21175 of this Chapter.

~~Subd. 9.~~ Subd. 10. Temporary events and outdoor sales subject to the following criteria:

(a) Special Promotional Events (except Carnivals).
(1) Such activity is directed towards the general public and includes grand openings, business events, craft shows, flea markets, mechanical and animal rides, and outdoor display of materials.
(2) The event shall not exceed the period specified in the administrative permit and in no case shall exceed three consecutive calendar days per event.
(3) There shall be no more than two special events per calendar year per property. However, each tenant in a multi-tenant building shall be permitted one special event per year. Multi-tenant buildings with less than five lease spaces shall be considered as a single property for purposes of this provision.

(b) Carnivals.
(1) The applicant must submit an amusement license application as required by Section 1100 of the City Code.
(2) The event shall not exceed the period specified in the administrative permit and in no case shall exceed seven consecutive calendar days per event
(3) There shall be no more than one carnival per calendar year per property.

(c) Outdoor Sales, including but not limited to transient merchants and transient produce merchants ~~(excluding Christmas Tree Sales):~~

~~(d) Outdoor Christmas Tree Sales.~~

~~(1) Such activity is directed towards the general public and consists of the outdoor sales of cut evergreen trees, boughs, wreaths and other natural holiday decorations and related products.~~

~~(2) The following specific standards shall apply to all proposed outdoor Christmas tree sales allowed by this paragraph and by City Code business licensing provisions in addition to other applicable building and safety code requirements as determined by the Zoning Administrator.~~

~~a. The maximum total time for sales activities shall be the period specified in the administrative permit and, in no case, shall exceed 45 days per calendar year per property.~~

~~b. There shall be no more than one sales activity per year per property, which shall be in addition to any special events or other outdoor sales permitted on the property.~~

~~c. Sales activities may be conducted within a required yard provided the area is paved and the activity does not interfere with parking, traffic circulation or emergency vehicle access. Sales on unpaved landscaped areas is prohibited.~~

(d) ~~(e)~~ General Standards applying to all temporary events and outdoor sales.
(1) The event or sale shall be accessory to or promoting the permitted or conditional use approved for the site.
(2) Tents, stands, and other similar temporary structures may be used, provided they are clearly identified on the submitted plan and provided that it is determined by the Zoning Administrator that they will not impair the parking capacity, emergency access, or the safe and efficient movement of pedestrian and vehicular traffic on or off the site.
(3) The submitted plan shall clearly demonstrate that adequate off-street parking for the proposed event can and will be provided for the duration of the event. Determination of compliance with this requirement shall be made by the Zoning Administrator who shall consider the nature of the event and the applicable parking requirements of Section 21135. Consideration shall be given to the parking needs and requirements of other occupants in the case of

multi-tenant buildings. Parking on public right-of-way and streets is prohibited; except that parking on local streets may be allowed on Saturday and Sunday only, provided that the petitioner arranges for traffic control by authorized enforcement officers, as approved in writing by the Police Chief, at the petitioner's expense.

(4) Signage related to the event or sale shall be in compliance with the temporary sign standards of Section 21155 and shall be allowed for the duration of the event. The Zoning Administrator may authorize special signage for purposes of traffic direction and control; the erection and removal of such signage shall be the responsibility of the applicant.

(5) The approved permit shall be displayed on the premises for the duration of the event.

(6) All activity related to the event or sale must take place within the time permitted in the administrative permit. No buildings, equipment or materials may be erected or displayed prior to the start date identified in the permit application and all structures, equipment and displays must be removed by the end date identified in the administrative permit.

(7) Not more than one such event or sale shall be allowed per property at any given time.

Section 32. Amendment of City Code. Section 21135.06 Subd. 1 of the Plymouth City Code (OFF-STREET PARKING AND LOADING – Off-Street Parking Restrictions) is hereby amended with existing, new text and ~~deleted text~~ as follows:

Subd. 1. Prohibited Parking and Storage. Except where otherwise allowed as exterior storage or in a zoning district, trucks and buses with a gross vehicle weight rating (GVWR) of 12,000 pounds or more, or greater than 30 feet in length, as well as contracting or excavating vehicles or equipment, storage trailers, and mobile storage containers or compartments shall not be parked, stored or otherwise located on any property within the City unless being used in conjunction with a temporary service, not to exceed 30 days, ~~including, but not limited to, a construction or remodeling project~~ benefiting the premises or not to exceed 180 days for a construction or remodeling project for which building permits have been issued, unless approved by the Zoning Administrator. Storage trailers or mobile storage compartments used in conjunction with a temporary service shall be removed from the site within 15 calendar days after completion of the temporary service or within one year from the issuance date of the building permit related to the temporary service, whichever occurs first.

Section 33. Amendment of City Code. Section 21665.04, Subd. 7 of the Plymouth City Code (SHORELAND MANAGEMENT OVERLAY DISTRICT - General Density and Design Standards, Stream Buffering Requirements) is hereby amended with existing, new text and ~~deleted text~~ as follows:

Subd 7. Stream Buffering Requirement. All lots of record created after September 10, 2019, and all properties with projects received after September 10, 2019 that would result in over 200 cubic yards of cut or fill or over 10,000 square feet of soil disturbance, shall provide and maintain a stream buffer abutting all streams and watercourses that are categorized as Public Waters in Minnesota Statutes, Section 103G.005, Subdivision 15. For such lots and properties, the following stream buffer regulations shall apply:

(a) Stream buffer strip vegetation shall be established and maintained. Except for removal of noxious weeds, non-native invasive plants and ~~nuisance or~~ dead

vegetation, stream buffer strips shall not be disturbed, cut (mowed) or cultivated, without prior approval of a buffer restoration/management plan by the City Engineer. The use and maintenance of an unimproved access strip, not more than ten feet in width, is allowed within the buffer. Buffer strips shall be located within a drainage and utility easement, and shall be identified within each lot by permanent monumentation approved by the City.

(b) Buffers shall be kept free of all structures and features including: fences, play equipment, and storage of household and personal items, lawn equipment, furniture, firewood, parts, yard waste, and the like. Buffers are not required where public roads or trails abut or cross the stream.

(c) Stream buffer strips not required by this Section may be voluntarily created in conformance with the requirements of this Section concurrent with approval of a site plan, or in the absence of a site plan, upon approval of an administrative permit.

(d) Pursuant to the regulations of this Section, the following dimensional requirements shall apply to stream buffer strips based on the watershed in which the stream is located, as follows:

a. Bassett Creek Watershed: Bassett Creek, Plymouth Creek, and the North Branch of Bassett Creek shall have a stream buffer on either side of the watercourse that measures at least ten feet in width or 25 percent of the distance between the ordinary high water level and the nearest existing structure, whichever is less.

b. Elm Creek Watershed: Elm Creek and any other watercourses shall have a stream buffer on either side of the watercourse that averages at least 50 feet in width, with a minimum buffer of 25 feet.

c. Shingle Creek Watershed: All streams and watercourses that are designated as Public Waters shall have a stream buffer on either side of the watercourse that averages at least 30 feet in width, with a minimum buffer of 20 feet.

(e) A permanent stream buffer monument shall be installed and maintained at each lot line where it crosses a stream buffer strip, and where needed to indicate the contour of the buffer strip, with a maximum spacing of 100 feet.

(f) Stream buffer vegetation shall meet all performance standards of Section 21670.08 of this Chapter unless otherwise approved or directed by the City Engineer.

Section 34. Amendment of City Code. Section 21670.08, Subd. 4 of the Plymouth City Code (WETLANDS DISTRICT - Buffer Strip Vegetation Performance Standards) is hereby amended with existing, new text and ~~deleted text~~ as follows:

Subd. 4. During the first five years after initial planting, the developer shall submit to the City an annual report documenting the progress for establishment of the buffer strip. The report shall include a map of the buffer strip location, a description of compliance with the performance standards, a description of activities completed within the past year, a description of activities planned for the upcoming year, a map of plant communities within the buffer strip boundary including square footage estimates of the areas of native plantings and invasive or non-native vegetation, and other information as may be requested by the City of Plymouth. Until such time as the buffer strip is accepted by the City, the developer shall be required to replant any buffer strip vegetation that does not survive. After the City has

accepted the buffer strip, if the condition of the buffer strip area changes through natural processes not caused by the property owner, the owner shall not be required to re-establish the buffer strip area to meet the standards established in this subdivision~~.~~, except to control noxious weeds.

Section 35. Amendment of City Code. Section 21105.02 of the Plymouth City Code (GENERAL BUILDING AND PERFORMANCE STANDARDS – Dwelling Unit Restriction) is hereby amended with existing, new text and ~~deleted text~~ as follows:

21105.02. - Dwelling Unit Restriction.

Subd. 1. No model home, garage, tent, accessory building, vehicle, or recreational camping vehicle shall at any time be used as living quarters, temporarily or permanently, except as may be approved in emergency cases by the Zoning Administrator as an administrative permit.
Subd. 2. Tents, play houses or similar structures may only be used for play or recreational purposes.
Subd. 3. Basements and cellars may be used as living quarters or rooms as a portion of the principal residential dwelling.
Subd. 4. Where renting of rooms to boarders is allowed as an accessory use in a zoning district, such arrangement shall not be allowed to create a separate or accessory dwelling unit except where allowed under Section 21190.04. Except where allowed under Section 21190.04, ~~Such~~ such boarders or renters shall have full access to, and use of, common living spaces, with no separate entrance or kitchen. Such boarders or renters shall not occupy an accessory structure.

Section 36. Amendment of City Code. Section 21115.04 Subd. 1 of the Plymouth City Code (GENERAL YARD, LOT AREA AND BUILDING REGULATIONS - Yards) is hereby amended with existing, new text and ~~deleted text~~ as follows:

Subd. 1. The following shall not be considered as encroachments on yard setback requirements.

(a) For principal buildings, cantilevers up to ten feet in width, chimneys up to six feet in width, and flues, leaders, sills, pilasters, lintels, ornamental features, cornices, eaves, gutters, and the like, provided they do not project more than 30 inches into a required yard. Window wells and their related covers shall not encroach in existing or required drainage or utility easements, unless approved by the City Engineer.
(b) Uncovered walkways, uncovered stoops, and uncovered steps within a front yard.
(c) Terraces, uncovered steps, decks, patios, uncovered porches, uncovered stoops and similar features that do not extend above the height of the main living level of the principal structure, provided that in no case shall any such feature be closer than six feet from a side or rear lot line, or from a front lot line which qualifies as an equivalent rear or side yard as defined by this Chapter. No encroachment shall be permitted in existing or required drainage and utility easements, unless approved by the City Engineer.
(d) Pursuant to Section 21120 of this Chapter, accessory buildings and structures including, but not limited to, sheds, ground-mounted solar panels, play and recreational facilities, private dog kennels, laundry drying equipment, and gazebos shall not be located in a front yard. Such accessory buildings or structures, when built to manufacturer specifications, may be located within: 1) a side or rear yard, provided they comply with the minimum side or rear yard setback requirement for accessory structures as prescribed by the

applicable district; and 2) ~~a front yard which qualifies as an equivalent rear or side yard (as defined by this Chapter)~~ on corner lots or through lots, they may be located within the front yard area that abuts a side or rear building façade, provided they ~~are~~ comply with the minimum front yard setback ~~set back from such front lot line a distance equal to, or greater than, the minimum front setback specified for the principal building on the lot, and comply with the minimum side yard setback requirement for accessory structures,~~ as prescribed by the applicable district. No encroachment shall be permitted in existing or required drainage and utility easements, unless approved by the City Engineer. The exception is that eave overhangs and any related gutters for detached accessory buildings may encroach into a yard setback and drainage and utility easement up to 24 inches beyond the exterior walls of the building.

(e) Air conditioning equipment and generators may be located in a side or rear yard, provided that for residential uses they are set back at least six feet from side and rear lots lines, and that for non-residential uses they comply with the minimum setback requirement for accessory structures as prescribed by the applicable district. Air conditioning equipment and generators shall not be located within the front yard area that lies between the front lot line and the closest wall projection of the principal building to the front lot line, except that on corner lots or through lots, they may be located within a front yard area that abuts a side or rear building façade (not the front building façade containing the main entrance). In no case shall such items be permitted to encroach into an existing or required drainage and utility easement, unless approved by the City Engineer.

Section 37. Amendment of City Code. Section 21120.02 Subd. 8 of the Plymouth City Code (ACCESSORY BUILDINGS, STRUCTURES, AND USES – General Requirements, Trash Receptacles) is hereby amended with existing, new text and ~~deleted text~~ as follows:

Subd. 8. Trash Receptacles.

(a) Except as otherwise provided, all existing multiple family dwellings and non-residential buildings having exterior trash receptacles shall provide an enclosed area in conformance with the following:

~~(a)~~ 1. Exterior wall treatment shall be similar and/or complement the principal building.

~~(b)~~ 2. For residential uses, the minimum setback for an enclosed trash receptacle area shall be the same as the setback prescribed for accessory structures. For non-residential uses, the minimum setback for an enclosed trash receptacle area shall be the same as the setback prescribed for the principal building.

~~(c)~~ 3. The trash enclosure shall be in an accessible location for servicing vehicles and shall not conflict with site circulation.

~~(d)~~ 4. The trash receptacles shall be fully screened from view of adjacent properties and the public right-of-way.

~~(e)~~ 5. The design and construction of the trash enclosure shall be subject to the approval of the Building Official.

~~(f)~~ 6. Recycling space shall be provided as required by the Minnesota State Building Code.

~~(g)~~ 7. Noise emanating from trash collection activities shall be minimized so as not to constitute a nuisance as defined and regulated by Section 2010 of the City Code.

~~(h)~~ 8. The trash enclosure shall not be located within a front yard, unless one of the following exceptions apply: 1) a trash enclosure may be located within a front yard that qualifies as an 'equivalent' rear or side yard, as defined by this Chapter; or 2) when all yard areas for a building are front yards, the Zoning Administrator shall designate the yard area in which the trash enclosure may be located.

(b) Except as otherwise provided, new multifamily dwellings buildings shall provide an internal trash and recycling area in conformance with the following:

1. Exterior wall treatment shall be similar and/or complement the principal building.
2. The entrance shall be in an accessible location for servicing vehicles and shall not conflict with site circulation. The entrance shall not be in the front yard or visible from adjacent residential properties, unless approved by the Zoning Administrator.
3. The design and construction shall be subject to the approval of the Building Official.
4. Recycling space shall be provided. Future space for compost shall be identified.
5. Noise emanating from collection activities shall be minimized so as not to constitute a nuisance as defined and regulated by Section 2010 of the City Code.

Section 38. Effective Date. This amendment shall take effect immediately upon its passage.

ADOPTED by the City Council this 26th day of March, 2024.

_____
Jeffry Wosje, Mayor

ATTEST:

_____
Amy Gottschalk, Deputy City Clerk

CITY OF PLYMOUTH

RESOLUTION NO. 2024-124

RESOLUTION APPROVING SUMMARY PUBLICATION OF ORDINANCE NO. 2024-08 AND ORDINANCE NO. 2024-09

Ordinance No. 2024-09 amends Chapter 21 (Zoning Ordinance), and Ordinance No. 2024-08 amends Chapters 6, 8, 13, and 20 of the City Code relating to the Annual Zoning Update (2024003).

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 this 26th day of March, 2024.

City of Plymouth

Agenda Number: **7.1**

Regular City Council

March 26, 2024

To: Dave Callister, City Manager

Prepared by: Natalie Dorcy, Office Support Representative

Reviewed by: Jodi Gallup, City Clerk/Administrative Coordinator

Item: **Public Hearing on the on-sale intoxicating liquor license application with Sunday sales of 10ate20 LLC d/b/a Latuff's Pizzeria, 10820 State Highway 55**

1. Action Requested:

Following the public hearing, adopt the attached resolution approving on-sale intoxicating liquor license with Sunday sales of 10ate20 LLC d/b/a Latuff's Pizzeria, 10820 State Highway 55.

2. Background:

10ate20 LLC d/b/a Latuff's Pizzeria has applied for an on-sale intoxicating liquor license with Sunday sales for the current Latuff's Pizzeria restaurant located at 10820 State Highway 55. The current Latuff's Pizzeria owned by Latuff's, Inc. has had an on-sale intoxicating liquor license without Sunday sales since February 1, 2016 and with Sunday sales before then. Latuff's Pizzeria is a full service pizza and Italian restaurant with an indoor seating of 165 and seating for 30 outdoors, which 10ate20 LLC will not be altering.

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:

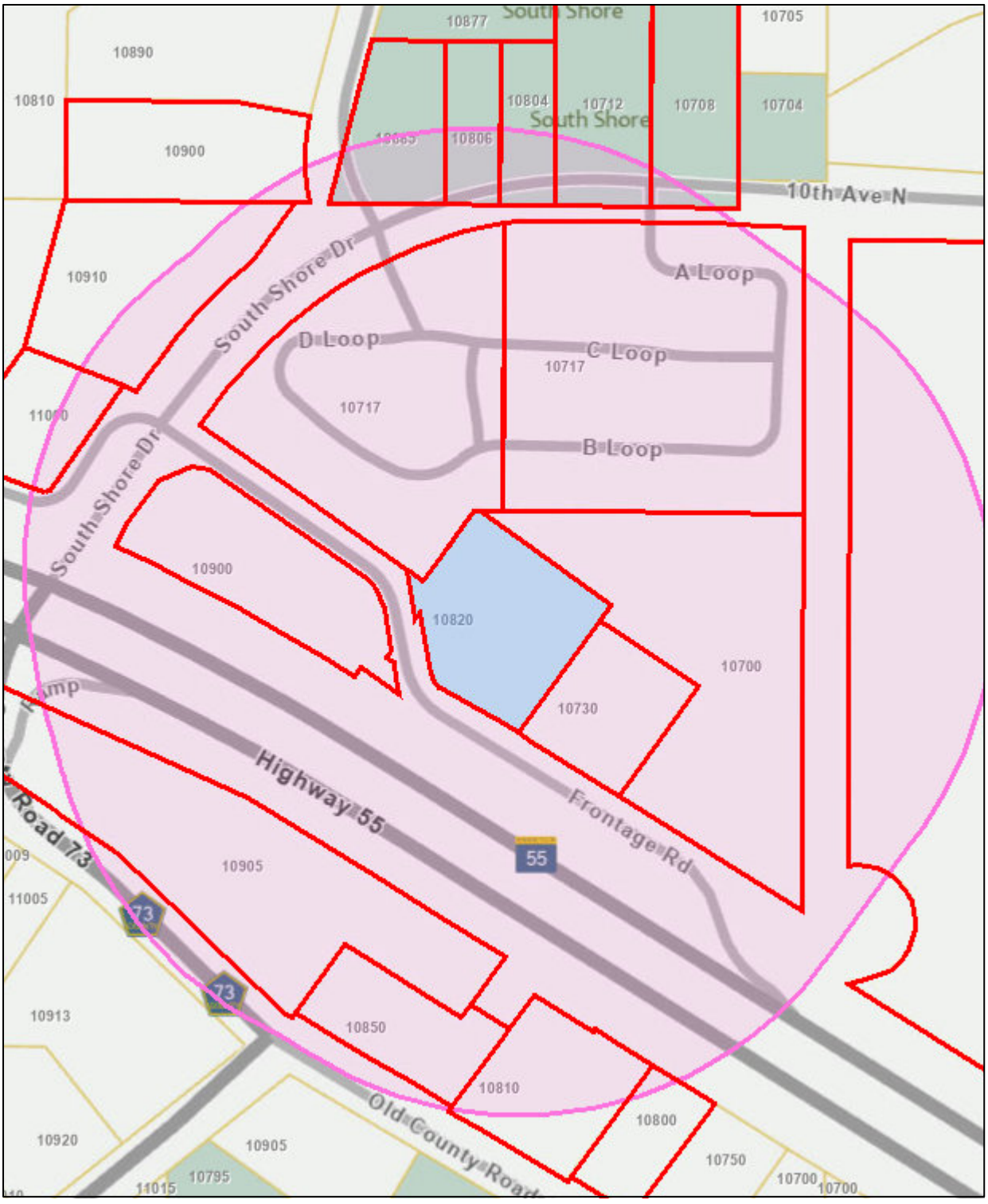
The city has received the required background investigation fee and license fees.

4. Attachments:

Location Map
Property Owners within 500'
City Council Resolution 2024-119

Hennepin County Locate & Notify Map

Date: 3/1/2024



Buffer Size: 500

Map Comments:

0 50 100 200 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 (ii) is notsuitable for legal, engineering or surveying purposes. Hennepin County shall not be liable for any damage, injury or loss resulting from this data.

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

40 36-118-22 22 0011
CITY OF PLYMOUTH
3400 PLYMOUTH BLVD
PLYMOUTH MN 55447

40 36-118-22 22 0012
CITY OF PLYMOUTH
3400 PLYMOUTH BLVD
PLYMOUTH MN 55447

40 36-118-22 22 0013
CITY OF PLYMOUTH
3400 PLYMOUTH BLVD
PLYMOUTH MN 55447

40 36-118-22 22 0014
CITY OF PLYMOUTH
3400 PLYMOUTH BLVD
PLYMOUTH MN 55447

40 36-118-22 22 0016
CITY OF PLYMOUTH
3400 PLYMOUTH BLVD
PLYMOUTH MN 55447

40 36-118-22 22 0022
PLATEAU PROPERTIES LLC
8848 ZEALAND AVE N
SUITE B
BROOKLYN PARK MN 55445

40 36-118-22 23 0005
JDCAC PROPERTIES L L C
1405 TEAL CT
BUFFALO MN 55313

40 36-118-22 23 0019
SUN VALLEY PARK LLC
1907 WAYZATA BLVD #180
WAYZATA MN 55391

40 36-118-22 23 0021
SUN VALLEY PARK LLC
1907 WAYZATA BLVD #180
WAYZATA MN 55391

40 36-118-22 23 0022
HASMUKH II LLC
1337 MOUNDS TR
CENTERVILLE MN 55038

40 36-118-22 23 0037
TEN EIGHT HUNDRED LLC
5705 VAGABOND LA N
PLYMOUTH MN 55446

40 36-118-22 23 0042
THE COLUMBUS HOME ASSOC
10904 SOUTHSHORE DR
PLYMOUTH MN 55441

40 36-118-22 23 0046
CRYSTAL INDUSTRIAL PROP LLC
10850 OLD COUNTY RD NO 15
PLYMOUTH MN 55441

40 36-118-22 23 0049
CIRCLE K STORES INC
PO BOX 52085 DC-17
PHOENIX AZ 85072

40 36-118-22 23 0055
KIM H NYSTROM LLC
C/O QUANG NYSTROM
450 FIELD DR
GOLDEN VALLEY MN 55426

40 36-118-22 23 0056
AURORA TOWER LLC
800BOONE AVE #200
GOLDEN VALLEY MN 55427

40 36-118-22 23 0057
CITY OF PLYMOUTH
3400 PLYMOUTH BLVD
PLYMOUTH MN 55447

40 36-118-22 23 0059
TC GEN LLC
10810 OLD COUNTY RD 15
PLYMOUTH MN 55441

40 36-118-22 24 0089
JNA 55 LLC
321 1ST AVE N
MINNEAPOLIS MN 55401

CITY OF PLYMOUTH

RESOLUTION NO. 2024-119

RESOLUTION APPROVING ON-SALE INTOXICATING LIQUOR LICENSE APPLICATION WITH SUNDAY SALES OF 10ATE20 LLC D/B/A LATUFF'S PIZZERIA, 10820 STATE HIGHWAY 55

WHEREAS, 10ate20 LLC d/b/a Latuff's Pizzeria, 10820 State Highway 55, has submitted application for On-Sale Intoxicating Liquor License with Sunday Sales for a restaurant located at 10820 State Highway 55; and

WHEREAS, the Police Department has conducted a background investigation and has found no reason to deny the application.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that the On-Sale Intoxicating Liquor License application with Sunday Sales of 10820 State Highway 55, is approved for a license period that will expire January 31, 2025.

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 26th day of March, 2024.

City of Plymouth

Agenda Number: **7.2**

Regular City Council

March 26, 2024

To: Dave Callister, City Manager

Prepared by: Tony Miller, Engineering Project Manager

Reviewed by: Michael Thompson, Public Works Director

Item: **Public improvement and assessment hearing and award of contract for the Birchwood Estates Street Reconstruction Project (ST249001)**

1. Action Requested:

Adopt attached resolutions ordering improvement, adopting assessment roll, awarding contract, and approving supplemental agreement for the Birchwood Estates Street Reconstruction Project (ST249001).

Approval of resolution ordering the improvement requires 6/7 vote of the City Council.

2. Background:

On January 23, 2024, City Council approved plans and specifications, ordered advertisement for bids, and set March 26, 2024 as the date for the public improvement and assessment hearing for the Birchwood Estates Street Reconstruction Project. In accordance with state statute, notice of the improvement and assessment hearing has been sent to all affected property owners and has been posted in the city's designated newspaper. Roadways included with the project are 4th Avenue, 5th Avenue, Black Oaks Lane, Comstock Lane, and Weston Lane in the Birchwood Estates neighborhood west of Vicksburg Lane.

Improvements with the project include reconstruction of streets, replacement of existing watermain, installation of storm sewer, and minor work to the sanitary sewer system. Also included are water quality improvements to meet permitting requirements for environmental stewardship related to storm water that are required when the city undertakes large scale projects such as street reconstruction. Numerous storm water treatment methods were evaluated during project design and discussed at the January 23 council meeting. Installation of a storm water basin is included with the project and staff is negotiating the acquisition of a permanent easement from Wayzata School District necessary to construct the basin. As directed by council at the January 23 meeting, staff further investigated an alternative method of treatment, which required acquisition of easement from five properties. Staff contacted the five property owners with an offer to purchase the necessary easement but did not receive an affirmative response.

On February 23, 2024, bids were publicly opened for this project. A total of 12 bids were received as detailed in the attached bid tabulation. Staff has reviewed the information submitted by Ryan Contracting Co. of Elko, Minnesota, to comply with the responsible bidder criteria and finds the information acceptable. Ryan Contracting Co. has not previously worked in Plymouth but has

completed similar projects in other cities such. Staff feels that Ryan Contracting Co. is capable of constructing the project in accordance with the approved plans and specifications.

Bolton & Menk, Inc. was previously designated as engineer for the project and has provided engineering design services. Due to staff availability, a proposal was solicited from Bolton & Menk to provide construction inspection, construction staking, and administrative support. Staff will supplement Bolton & Menk staff to administer the project.

The current assessment policy assesses 40% of the project cost for total street reconstruction. The costs to replace the water main are not proposed to be assessed. Properties guided or zoned for single-family use shall be assessed on a per unit basis, which includes all assessed properties in the project area.

If awarded, construction is expected to start in the spring and be substantially completed in the fall. Final completion, including restoration and wear course, would be completed in the spring of 2025.

3. Budget Impact:

This project is included in the amended 2023 Capital Improvement Plan (2024-2032) at an estimated cost of $6,000,000. The total estimated project cost of the Birchwood Estates Street Reconstruction Project based on the low bid is $5,363,441.17 and includes the improvements ($4,266,345.90), engineering, inspection, and administration ($858,527.97), easement acquisition ($25,250), and 5% contingency ($213,317.30). The project would be funded from the Street Reconstruction Fund ($2,366,680.63), special assessments ($872,942.76), the Water Fund ($1,340,084.23), the Water Resources Fund ($700,000), and the Sewer Fund ($83,733.55).

4. Attachments:

Location Map
Bid Tabulation
Award Recommendation Letter
Assessment Roll & Map
Supplemental Agreement
City Council Resolution 2024-120
City Council Resolution 2024-121
City Council Resolution 2024-122



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

Abstract
City of Plymouth
Birchwood Estates Street Reconstruction
Plymouth, MN
BMI Project No. 0T1.128724
Bid: 02/23/2024 10:00 AM CST

Section Title	Line Item	Item Description	UofM	Quantity	Engineer Estimate Unit Price	Engineer Estimate Extension	1 Ryan Contracting Co. Unit Price	1 Ryan Contracting Co. Extension
	1	MOBILIZATION	LUMP SUM	1.00	$250,000.00	$250,000.00	$150,000.00	$150,000.00
	2	CLEARING	ACRE	0.41	$40,000.00	$16,400.00	$33,000.00	$13,530.00
	3	CLEARING	EACH	75	$500.00	$37,500.00	$500.00	$37,500.00
	4	GRUBBING	EACH	78	$250.00	$19,500.00	$200.00	$15,600.00
	5	SALVAGE MAILBOX	EACH	54	$100.00	$5,400.00	$100.00	$5,400.00
	6	SALVAGE CASTING (SANITARY)	EACH	20	$100.00	$2,000.00	$100.00	$2,000.00
	7	REMOVE DRAINAGE STRUCTURE	EACH	4	$600.00	$2,400.00	$800.00	$3,200.00
	8	REMOVE HYDRANT	EACH	9	$750.00	$6,750.00	$800.00	$7,200.00
	9	REMOVE SIGN POST	EACH	11	$50.00	$550.00	$50.00	$550.00
	10	SALVAGE SIGN PANEL	EACH	18	$50.00	$900.00	$100.00	$1,800.00
	11	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	327	$7.00	$2,289.00	$10.00	$3,270.00
	12	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	1046	$6.00	$6,276.00	$6.00	$6,276.00
	13	REMOVE CURB AND GUTTER	LIN FT	89	$8.00	$712.00	$10.00	$890.00
	14	REMOVE WATERMAIN	LIN FT	5811	$12.00	$69,732.00	$8.00	$46,488.00
	15	REMOVE SEWER PIPE (STORM)	LIN FT	395	$15.00	$5,925.00	$12.00	$4,740.00
	16	REMOVE FENCE	LIN FT	49	$15.00	$735.00	$15.00	$735.00
	17	SALVAGE FENCE	LIN FT	86	$20.00	$1,720.00	$20.00	$1,720.00
	18	SALVAGE RETAINING WALL	LIN FT	71	$20.00	$1,420.00	$40.00	$2,840.00
	19	REMOVE RETAINING WALL	LIN FT	26	$20.00	$520.00	$20.00	$520.00
	20	REMOVE CONCRETE WALK	SQ FT	224	$2.00	$448.00	$1.00	$224.00
	21	REMOVE CONCRETE PAVEMENT	SQ YD	453	$12.00	$5,436.00	$10.00	$4,530.00
	22	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	1641	$10.00	$16,410.00	$8.00	$13,128.00
	23	REMOVE BITUMINOUS PAVEMENT (STREET)	SQ YD	20010	$5.00	$100,050.00	$4.00	$80,040.00
	24	REMOVE BITUMINOUS PAVING WEDGE	LIN FT	11572	$1.00	$11,572.00	$1.00	$11,572.00
	25	ABANDON PIPE SEWER (STORM)	LIN FT	65	$30.00	$1,950.00	$20.00	$1,300.00
	26	ABANDON WATERMAIN	LIN FT	200	$15.00	$3,000.00	$15.00	$3,000.00
	27	SALVAGE BRICK PAVERS	SQ FT	680	$15.00	$10,200.00	$5.00	$3,400.00
	28	POND EXCAVATION (P)	CU YD	4655	$30.00	$139,650.00	$25.00	$116,375.00
	29	COMMON EXCAVATION (P)	CU YD	18710	$30.00	$561,300.00	$25.00	$467,750.00
	30	SUBGRADE EXCAVATION (EV)	CU YD	1030	$35.00	$36,050.00	$10.00	$10,300.00
	31	STABILIZING AGGREGATE (3" CLEAR)	TON	1455	$35.00	$50,925.00	$25.00	$36,375.00
	32	SELECT GRANULAR BORROW (CV)	CU YD	7500	$37.00	$277,500.00	$35.00	$262,500.00
	33	COMMON EMBANKMENT (P)	CU YD	160	$15.00	$2,400.00	$5.00	$800.00
	34	GEOTEXTILE FABRIC TYPE 5	SQ YD	20403	$2.00	$40,806.00	$1.00	$20,403.00
	35	EXPLORATORY EXCAVATION	HOUR	30	$1,000.00	$30,000.00	$300.00	$9,000.00
	36	AGGREGATE BASE CLASS 5 (CV)	CU YD	5010	$44.00	$220,440.00	$45.00	$225,450.00
	37	CLASS 2 AGGREGATE SURFACING (GRAVEL DRIVEWAY)	TON	30	$40.00	$1,200.00	$40.00	$1,200.00
	38	BITUMINOUS MATERIAL FOR TACK COAT	GAL	930	$7.50	$6,975.00	$4.00	$3,720.00
	39	TYPE SP 9.5 WEAR COURSE MIX (2,B) 3.0" THICK	SQ YD	1720	$40.00	$68,800.00	$40.00	$68,800.00
	40	TYPE SP 9.5 WEAR COURSE MIX (SPWEA240C)	TON	1260	$92.00	$115,920.00	$97.04	$122,270.40
	41	TYPE SP 12.5 NON-WEAR COURSE MIX (SPNWB230C)	TON	2100	$88.00	$184,800.00	$88.40	$185,640.00
	42	BITUMINOUS PAVING WEDGE	LIN FT	11572	$5.00	$57,860.00	$2.00	$23,144.00
	43	18" RC PIPE APRON	EACH	2	$2,500.00	$5,000.00	$1,500.00	$3,000.00
	44	27" RC PIPE APRON WITH TRASH GUARD	EACH	1	$5,000.00	$5,000.00	$4,000.00	$4,000.00
	45	30" RC PIPE APRON WITH TRASH GUARD	EACH	1	$5,500.00	$5,500.00	$4,500.00	$4,500.00
	46	36" SPAN RC PIPE-ARCH APRON WITH TRASH GUARD	EACH	1	$5,500.00	$5,500.00	$5,000.00	$5,000.00
	47	6" PVC PIPE DRAIN CLEANOUT	EACH	90	$400.00	$36,000.00	$300.00	$27,000.00
	48	6" PVC PERFORATED PIPE DRAIN	LIN FT	9105	$25.00	$227,625.00	$20.00	$182,100.00
	49	15" RC PIPE SEWER DESIGN 3006 CL V (STORM)	LIN FT	2118	$85.00	$180,030.00	$60.00	$127,080.00
	50	18" RC PIPE SEWER DESIGN 3006 CL V (STORM)	LIN FT	1078	$90.00	$97,020.00	$65.00	$70,070.00
	51	21" RC PIPE SEWER DESIGN 3006 CL V (STORM)	LIN FT	292	$100.00	$29,200.00	$80.00	$23,360.00
	52	24" RC PIPE SEWER DESIGN 3006 CL V (STORM)	LIN FT	124	$120.00	$14,880.00	$110.00	$13,640.00
	53	27" RC PIPE SEWER DESIGN 3006 CL V (STORM)	LIN FT	263	$130.00	$34,190.00	$160.00	$42,080.00
	54	30" RC PIPE SEWER DESIGN 3006 CL V (STORM)	LIN FT	33	$140.00	$4,620.00	$200.00	$6,600.00
	55	36" SPAN RC PIPE-ARCH CULVERT CLASS IIA	LIN FT	35	$250.00	$8,750.00	$220.00	$7,700.00
	56	SANITARY SEWER SERVICE POINT REPAIR	EACH	8	$2,000.00	$16,000.00	$2,500.00	$20,000.00
	57	TEMPORARY WATER SERVICE	LUMP SUM	1.00	$60,000.00	$60,000.00	$50,000.00	$50,000.00
	58	HYDRANT	EACH	17	$6,500.00	$110,500.00	$6,200.00	$105,400.00
	59	HYDRANT EXTENSION	EACH	2	$1,500.00	$3,000.00	$1,250.00	$2,500.00
	60	6" GATE VALVE & BOX	EACH	18	$2,800.00	$50,400.00	$2,800.00	$50,400.00
	61	8" GATE VALVE & BOX	EACH	17	$3,500.00	$59,500.00	$3,600.00	$61,200.00
	62	12" GATE VALVE & BOX	EACH	2	$4,500.00	$9,000.00	$6,000.00	$12,000.00
	63	CONNECT TO EXISTING WATER MAIN	EACH	3	$2,000.00	$6,000.00	$5,000.00	$15,000.00
	64	WATER SERVICE	EACH	74	$2,000.00	$148,000.00	$1,500.00	$111,000.00
	65	SALVAGE & INSTALL IRRIGATION HEAD	EACH	120	$100.00	$12,000.00	$80.00	$9,600.00
	66	SALVAGE & INSTALL INVISIBLE DOG FENCE	EACH	10	$250.00	$2,500.00	$500.00	$5,000.00
	67	1" TYPE PE PIPE	LIN FT	2380	$55.00	$130,900.00	$30.00	$71,400.00
	68	6" PVC WATERMAIN	LIN FT	195	$70.00	$13,650.00	$58.00	$11,310.00
	69	8" PVC WATERMAIN	LIN FT	5901	$80.00	$472,080.00	$60.00	$354,060.00
	70	12" PVC WATERMAIN	LIN FT	62	$120.00	$7,440.00	$80.00	$4,960.00
	71	POLYSTYRENE INSULATION (4" THICKNESS)	SQ YD	328	$25.00	$8,200.00	$30.00	$9,840.00
	72	DUCTILE IRON FITTINGS	POUNDS	3600	$12.00	$43,200.00	$10.00	$36,000.00
	73	CONST DRAINAGE STRUCTURE DESIGN SPECIAL (2X3)	EACH	14	$2,500.00	$35,000.00	$2,200.00	$30,800.00
	74	CONST DRAINAGE STRUCTURE 48-4022	EACH	35	$4,500.00	$157,500.00	$2,200.00	$77,000.00
	75	CONST DRAINAGE STRUCTURE 60-4022	EACH	2	$7,000.00	$14,000.00	$5,000.00	$10,000.00
	76	CASTING ASSEMBLY (R-3067-V) (STORM)	EACH	40	$1,200.00	$48,000.00	$1,000.00	$40,000.00
	77	CASTING ASSEMBLY (R-3067-VB) (STORM)	EACH	13	$1,200.00	$15,600.00	$1,000.00	$13,000.00
	78	CASTING ASSEMBLY (R-1642-B) (STORM)	EACH	1	$1,200.00	$1,200.00	$800.00	$800.00
	79	GRATE CASTING SPECIAL (POND SKIMMER GRATE)	EACH	1	$4,500.00	$4,500.00	$5,000.00	$5,000.00
	80	CONSTRUCT DRAINAGE STRUCTURE SPECIAL (POND SKIMMER)	EACH	1	$10,000.00	$10,000.00	$7,500.00	$7,500.00
	81	CONSTRUCT DRAINAGE STRUCTURE SPECIAL?1 (SAFL BAFFLE W/ SUMP)	EACH	1	$13,000.00	$13,000.00	$10,000.00	$10,000.00
	82	CONSTRUCT DRAINAGE STRUCTURE SPECIAL 2 (SAFL BAFFLE W/ SUMP)	EACH	1	$15,000.00	$15,000.00	$10,000.00	$10,000.00
	83	CONSTRUCT DRAINAGE STRUCTURE SPECIAL 3 (SAFL BAFFLE W/ SUMP)	EACH	1	$15,000.00	$15,000.00	$10,000.00	$10,000.00

Line Item	2 RL Larson Excavating Inc. Unit Price	2 RL Larson Excavating Inc. Extension	3 Northwest Unit Price	3 Northwest Extension	4 Veit & Company, Inc. Unit Price	4 Veit & Company, Inc. Extension	5 LaTour Construction, Inc. Unit Price	5 LaTour Construction, Inc. Extension
1	$242,000.00	$242,000.00	$270,668.25	$270,668.25	$206,000.00	$206,000.00	$126,300.00	$126,300.00
2	$37,200.00	$15,252.00	$36,025.00	$14,770.25	$41,130.00	$16,863.30	$20,500.00	$8,405.00
3	$353.00	$26,475.00	$350.00	$26,250.00	$390.00	$29,250.00	$450.00	$33,750.00
4	$235.00	$18,330.00	$234.00	$18,252.00	$260.00	$20,280.00	$193.00	$15,054.00
5	$79.00	$4,266.00	$85.00	$4,590.00	$88.00	$4,752.00	$79.00	$4,266.00
6	$240.00	$4,800.00	$112.00	$2,240.00	$121.00	$2,420.00	$95.00	$1,900.00
7	$441.00	$1,764.00	$450.00	$1,800.00	$569.00	$2,276.00	$525.00	$2,100.00
8	$512.00	$4,608.00	$150.00	$1,350.00	$672.00	$6,048.00	$370.00	$3,330.00
9	$26.00	$286.00	$28.00	$308.00	$35.00	$385.00	$42.00	$462.00
10	$26.00	$468.00	$28.00	$504.00	$47.00	$846.00	$42.00	$756.00
11	$6.00	$1,962.00	$4.00	$1,308.00	$6.30	$2,060.10	$5.25	$1,716.75
12	$5.00	$5,230.00	$3.50	$3,661.00	$3.50	$3,661.00	$3.70	$3,870.20
13	$8.50	$756.50	$6.00	$534.00	$4.00	$356.00	$3.15	$280.35
14	$8.50	$49,393.50	$8.00	$46,488.00	$19.00	$110,409.00	$6.30	$36,609.30
15	$23.00	$9,085.00	$10.00	$3,950.00	$28.00	$11,060.00	$17.85	$7,050.75
16	$17.00	$833.00	$15.00	$735.00	$7.00	$343.00	$16.00	$784.00
17	$17.00	$1,462.00	$20.00	$1,720.00	$18.75	$1,612.50	$17.00	$1,462.00
18	$51.00	$3,621.00	$47.00	$3,337.00	$102.00	$7,242.00	$50.00	$3,550.00
19	$28.00	$728.00	$10.10	$262.60	$77.00	$2,002.00	$26.00	$676.00
20	$3.00	$672.00	$2.50	$560.00	$2.00	$448.00	$1.05	$235.20
21	$9.50	$4,303.50	$7.00	$3,171.00	$7.00	$3,171.00	$7.35	$3,329.55
22	$5.50	$9,025.50	$5.50	$9,025.50	$3.75	$6,153.75	$3.70	$6,071.70
23	$6.00	$120,060.00	$3.86	$77,238.60	$3.00	$60,030.00	$5.76	$115,257.60
24	$2.00	$23,144.00	$1.28	$14,812.16	$0.67	$7,753.24	$4.20	$48,602.40
25	$19.00	$1,235.00	$25.00	$1,625.00	$44.00	$2,860.00	$25.00	$1,625.00
26	$3.00	$600.00	$13.00	$2,600.00	$23.00	$4,600.00	$8.00	$1,600.00
27	$5.50	$3,740.00	$10.00	$6,800.00	$2.50	$1,700.00	$5.25	$3,570.00
28	$22.00	$102,410.00	$25.70	$119,633.50	$19.75	$91,936.25	$31.00	$144,305.00
29	$31.00	$580,010.00	$25.70	$480,847.00	$24.25	$453,717.50	$27.70	$518,267.00
30	$24.00	$24,720.00	$25.70	$26,471.00	$26.90	$27,707.00	$28.80	$29,664.00
31	$0.01	$14.55	$36.70	$53,398.50	$47.75	$69,476.25	$40.50	$58,927.50
32	$35.00	$262,500.00	$23.80	$178,500.00	$19.00	$142,500.00	$29.50	$221,250.00
33	$6.00	$960.00	$8.00	$1,280.00	$293.40	$46,944.00	$21.00	$3,360.00
34	$1.50	$30,604.50	$1.30	$26,523.90	$1.00	$20,403.00	$2.20	$44,886.60
35	$0.01	$0.30	$400.00	$12,000.00	$242.00	$7,260.00	$1,065.00	$31,950.00
36	$47.00	$235,470.00	$46.30	$231,963.00	$22.65	$113,476.50	$51.20	$256,512.00
37	$54.00	$1,620.00	$42.30	$1,269.00	$39.50	$1,185.00	$42.00	$1,260.00
38	$3.50	$3,255.00	$5.50	$5,115.00	$4.00	$3,720.00	$4.20	$3,906.00
39	$32.00	$55,040.00	$29.09	$50,034.80	$35.00	$60,200.00	$51.10	$87,892.00
40	$93.00	$117,180.00	$97.04	$122,270.40	$101.50	$127,890.00	$105.00	$132,300.00
41	$89.00	$186,900.00	$88.40	$185,640.00	$96.90	$203,490.00	$90.40	$189,840.00
42	$4.50	$52,074.00	$2.65	$30,665.80	$4.70	$54,388.40	$3.70	$42,816.40
43	$1,060.00	$2,120.00	$1,273.00	$2,546.00	$1,950.00	$3,900.00	$1,300.00	$2,600.00
44	$2,740.00	$2,740.00	$3,309.00	$3,309.00	$4,000.00	$4,000.00	$3,285.00	$3,285.00
45	$3,300.00	$3,300.00	$3,672.00	$3,672.00	$4,325.00	$4,325.00	$3,800.00	$3,800.00
46	$3,440.00	$3,440.00	$3,738.00	$3,738.00	$5,236.00	$5,236.00	$4,430.00	$4,430.00
47	$255.00	$22,950.00	$270.00	$24,300.00	$490.00	$44,100.00	$285.00	$25,650.00
48	$17.00	$154,785.00	$24.68	$224,711.40	$12.55	$114,267.75	$14.10	$128,380.50
49	$51.00	$108,018.00	$64.90	$137,458.20	$69.00	$146,142.00	$58.80	$124,538.40
50	$57.00	$61,446.00	$67.96	$73,260.88	$75.00	$80,850.00	$63.90	$68,884.20
51	$69.00	$20,148.00	$77.48	$22,624.16	$87.00	$25,404.00	$75.00	$21,900.00
52	$85.00	$10,540.00	$103.77	$12,867.48	$119.00	$14,756.00	$100.00	$12,400.00
53	$136.00	$35,768.00	$152.44	$40,091.72	$196.00	$51,548.00	$148.00	$38,924.00
54	$180.00	$5,940.00	$177.13	$5,845.29	$229.00	$7,557.00	$169.00	$5,577.00
55	$179.00	$6,265.00	$205.94	$7,207.90	$272.00	$9,520.00	$185.00	$6,475.00
56	$2,100.00	$16,800.00	$1,254.00	$10,032.00	$1,066.00	$8,528.00	$1,765.00	$14,120.00
57	$37,000.00	$37,000.00	$29,000.00	$29,000.00	$98,000.00	$98,000.00	$31,000.00	$31,000.00
58	$6,360.00	$108,120.00	$6,151.00	$104,567.00	$6,839.00	$116,263.00	$7,100.00	$120,700.00
59	$1,360.00	$2,720.00	$1,737.00	$3,474.00	$2,600.00	$5,200.00	$1,439.00	$2,878.00
60	$2,370.00	$42,660.00	$2,202.00	$39,636.00	$2,020.00	$36,360.00	$2,262.00	$40,716.00
61	$3,110.00	$52,870.00	$3,128.00	$53,176.00	$2,825.00	$48,025.00	$3,558.00	$60,486.00
62	$5,150.00	$10,300.00	$5,629.00	$11,258.00	$5,125.00	$10,250.00	$5,900.00	$11,800.00
63	$5,400.00	$16,200.00	$1,020.00	$3,060.00	$2,315.00	$6,945.00	$2,150.00	$6,450.00
64	$1,400.00	$103,600.00	$1,680.97	$124,391.78	$2,675.00	$197,950.00	$1,087.00	$80,438.00
65	$100.00	$12,000.00	$65.00	$7,800.00	$143.00	$17,160.00	$100.00	$12,000.00
66	$185.00	$1,850.00	$230.00	$2,300.00	$170.00	$1,700.00	$183.00	$1,830.00
67	$27.00	$64,260.00	$35.13	$83,609.40	$20.00	$47,600.00	$26.40	$62,832.00
68	$42.00	$8,190.00	$47.45	$9,252.75	$46.00	$8,970.00	$36.60	$7,137.00
69	$58.00	$342,258.00	$54.43	$321,191.43	$60.00	$354,060.00	$52.00	$306,852.00
70	$115.00	$7,130.00	$85.81	$5,320.22	$110.00	$6,820.00	$103.00	$6,386.00
71	$51.00	$16,728.00	$42.02	$13,782.56	$39.00	$12,792.00	$45.00	$14,760.00
72	$13.00	$46,800.00	$11.49	$41,364.00	$12.00	$43,200.00	$12.00	$43,200.00
73	$1,830.00	$25,620.00	$1,846.27	$25,847.78	$1,750.00	$24,500.00	$2,062.00	$28,868.00
74	$2,580.00	$90,300.00	$2,519.34	$88,176.90	$3,320.00	$116,200.00	$3,109.00	$108,815.00
75	$3,900.00	$7,800.00	$4,143.00	$8,286.00	$4,500.00	$9,000.00	$3,900.00	$7,800.00
76	$900.00	$36,000.00	$698.00	$27,920.00	$1,066.00	$42,640.00	$836.00	$33,440.00
77	$900.00	$11,700.00	$698.00	$9,074.00	$1,066.00	$13,858.00	$836.00	$10,868.00
78	$900.00	$900.00	$1,046.00	$1,046.00	$845.00	$845.00	$600.00	$600.00
79	$3,080.00	$3,080.00	$3,442.00	$3,442.00	$4,025.00	$4,025.00	$3,145.00	$3,145.00
80	$8,600.00	$8,600.00	$10,156.00	$10,156.00	$6,320.00	$6,320.00	$12,600.00	$12,600.00
81	$12,500.00	$12,500.00	$12,658.00	$12,658.00	$12,675.00	$12,675.00	$13,100.00	$13,100.00
82	$12,500.00	$12,500.00	$13,185.00	$13,185.00	$12,675.00	$12,675.00	$13,630.00	$13,630.00
83	$12,600.00	$12,600.00	$13,129.00	$13,129.00	$12,675.00	$12,675.00	$13,595.00	$13,595.00

Line Item	6 Northdale Construction Co., Inc. Unit Price	6 Northdale Construction Co., Inc. Extension	7 S R Weidema, Incorporated Unit Price	7 S R Weidema, Incorporated Extension	8 GMH Asphalt Corporation Unit Price	8 GMH Asphalt Corporation Extension
1	$39,132.00	$39,132.00	$200,000.00	$200,000.00	$255,000.00	$255,000.00
2	$34,650.00	$14,206.50	$19,600.00	$8,036.00	$20,585.00	$8,439.85
3	$420.00	$31,500.00	$425.00	$31,875.00	$448.00	$33,600.00
4	$131.25	$10,237.50	$184.00	$14,352.00	$194.00	$15,132.00
5	$78.75	$4,252.50	$75.00	$4,050.00	$79.15	$4,274.10
6	$100.00	$2,000.00	$110.00	$2,200.00	$474.00	$9,480.00
7	$812.50	$3,250.00	$700.00	$2,800.00	$889.00	$3,556.00
8	$650.00	$5,850.00	$690.00	$6,210.00	$405.00	$3,645.00
9	$31.50	$346.50	$30.00	$330.00	$31.65	$348.15
10	$42.00	$756.00	$40.00	$720.00	$42.20	$759.60
11	$5.51	$1,801.77	$5.00	$1,635.00	$6.90	$2,256.30
12	$2.00	$2,092.00	$4.00	$4,184.00	$2.43	$2,541.78
13	$5.00	$445.00	$7.00	$623.00	$5.50	$489.50
14	$5.00	$29,055.00	$7.00	$40,677.00	$7.75	$45,035.25
15	$10.00	$3,950.00	$21.00	$8,295.00	$19.55	$7,722.25
16	$10.00	$490.00	$15.00	$735.00	$16.55	$810.95
17	$16.80	$1,444.80	$16.00	$1,376.00	$16.55	$1,423.30
18	$50.40	$3,578.40	$48.00	$3,408.00	$52.90	$3,755.90
19	$26.25	$682.50	$25.00	$650.00	$27.55	$716.30
20	$1.50	$336.00	$1.50	$336.00	$2.15	$481.60
21	$10.00	$4,530.00	$13.00	$5,889.00	$14.60	$6,613.80
22	$7.50	$12,307.50	$9.90	$16,245.90	$6.00	$9,846.00
23	$2.89	$57,828.90	$5.00	$100,050.00	$3.35	$67,033.50
24	$0.55	$6,364.60	$1.15	$13,307.80	$2.00	$23,144.00
25	$15.00	$975.00	$41.00	$2,665.00	$27.40	$1,781.00
26	$5.00	$1,000.00	$14.00	$2,800.00	$8.75	$1,750.00
27	$5.00	$3,400.00	$5.00	$3,400.00	$5.50	$3,740.00
28	$31.00	$144,305.00	$25.00	$116,375.00	$25.85	$120,331.75
29	$23.22	$434,446.20	$20.00	$374,200.00	$37.50	$701,625.00
30	$23.22	$23,916.60	$22.00	$22,660.00	$37.50	$38,625.00
31	$43.72	$63,612.60	$44.00	$64,020.00	$30.00	$43,650.00
32	$36.78	$275,850.00	$22.00	$165,000.00	$22.00	$165,000.00
33	$15.00	$2,400.00	$10.00	$1,600.00	$10.00	$1,600.00
34	$2.44	$49,783.32	$1.30	$26,523.90	$1.50	$30,604.50
35	$1,300.00	$39,000.00	$900.00	$27,000.00	$1,166.00	$34,980.00
36	$43.64	$218,636.40	$44.00	$220,440.00	$38.00	$190,380.00
37	$32.25	$967.50	$60.00	$1,800.00	$45.15	$1,354.50
38	$3.68	$3,422.40	$3.50	$3,255.00	$5.00	$4,650.00
39	$46.81	$80,513.20	$47.75	$82,130.00	$30.45	$52,374.00
40	$92.40	$116,424.00	$88.00	$110,880.00	$105.00	$132,300.00
41	$88.20	$185,220.00	$84.00	$176,400.00	$94.30	$198,030.00
42	$4.25	$49,181.00	$4.05	$46,866.60	$2.75	$31,823.00
43	$1,664.12	$3,328.24	$1,350.00	$2,700.00	$1,424.00	$2,848.00
44	$3,859.13	$3,859.13	$3,200.00	$3,200.00	$3,597.00	$3,597.00
45	$4,138.30	$4,138.30	$3,400.00	$3,400.00	$4,161.00	$4,161.00
46	$4,518.54	$4,518.54	$4,000.00	$4,000.00	$4,851.00	$4,851.00
47	$266.14	$23,952.60	$225.00	$20,250.00	$226.00	$20,340.00
48	$20.35	$185,286.75	$20.00	$182,100.00	$11.90	$108,349.50
49	$74.81	$158,447.58	$60.00	$127,080.00	$64.40	$136,399.20
50	$78.79	$84,935.62	$108.00	$116,424.00	$70.00	$75,460.00
51	$92.51	$27,012.92	$115.00	$33,580.00	$82.15	$23,987.80
52	$121.50	$15,066.00	$155.00	$19,220.00	$110.00	$13,640.00
53	$168.06	$44,199.78	$260.00	$68,380.00	$162.00	$42,606.00
54	$187.69	$6,193.77	$280.00	$9,240.00	$185.00	$6,105.00
55	$195.06	$6,827.10	$290.00	$10,150.00	$203.00	$7,105.00
56	$1,801.58	$14,412.64	$2,200.00	$17,600.00	$1,933.00	$15,464.00
57	$81,250.00	$81,250.00	$39,000.00	$39,000.00	$33,948.00	$33,948.00
58	$6,400.86	$108,814.62	$6,200.00	$105,400.00	$7,775.00	$132,175.00
59	$1,724.32	$3,448.64	$1,250.00	$2,500.00	$1,576.00	$3,152.00
60	$2,411.53	$43,407.54	$1,900.00	$34,200.00	$2,966.00	$53,388.00
61	$3,249.03	$55,233.51	$2,700.00	$45,900.00	$3,993.00	$67,881.00
62	$5,599.06	$11,198.12	$4,800.00	$9,600.00	$6,950.00	$13,900.00
63	$3,740.50	$11,221.50	$2,900.00	$8,700.00	$2,749.00	$8,247.00
64	$1,014.71	$75,088.54	$540.00	$39,960.00	$1,190.00	$88,060.00
65	$99.75	$11,970.00	$95.00	$11,400.00	$105.00	$12,600.00
66	$183.75	$1,837.50	$175.00	$1,750.00	$193.00	$1,930.00
67	$45.51	$108,313.80	$62.00	$147,560.00	$28.90	$68,782.00
68	$60.29	$11,756.55	$70.00	$13,650.00	$40.10	$7,819.50
69	$62.25	$367,337.25	$82.00	$483,882.00	$56.95	$336,061.95
70	$106.15	$6,581.30	$120.00	$7,440.00	$113.00	$7,006.00
71	$46.16	$15,140.48	$65.00	$21,320.00	$49.30	$16,170.40
72	$15.04	$54,144.00	$16.50	$59,400.00	$13.15	$47,340.00
73	$1,990.21	$27,862.94	$2,000.00	$28,000.00	$2,258.00	$31,612.00
74	$3,248.92	$113,712.20	$3,200.00	$112,000.00	$3,405.00	$119,175.00
75	$4,306.22	$8,612.44	$4,900.00	$9,800.00	$4,271.00	$8,542.00
76	$1,479.57	$59,182.80	$900.00	$36,000.00	$1,135.00	$45,400.00
77	$1,479.57	$19,234.41	$900.00	$11,700.00	$1,135.00	$14,755.00
78	$1,646.93	$1,646.93	$1,000.00	$1,000.00	$1,288.00	$1,288.00
79	$3,506.22	$3,506.22	$3,800.00	$3,800.00	$3,444.00	$3,444.00
80	$6,639.00	$6,639.00	$9,400.00	$9,400.00	$13,798.00	$13,798.00
81	$12,728.77	$12,728.77	$13,500.00	$13,500.00	$14,346.00	$14,346.00
82	$13,232.35	$13,232.35	$14,000.00	$14,000.00	$14,926.00	$14,926.00
83	$13,208.37	$13,208.37	$14,000.00	$14,000.00	$14,888.00	$14,888.00

Line Item	9 Geislinger & Sons Unit Price	9 Geislinger & Sons Extension	10 Kuechle Underground Inc. Unit Price	10 Kuechle Underground Inc. Extension	11 New Look Contracting, Inc. Unit Price	11 New Look Contracting, Inc. Extension	12 Park Construction Company Unit Price	12 Park Construction Company Extension
1	$218,000.00	$218,000.00	$42,000.00	$42,000.00	$200,000.00	$200,000.00	$362,700.00	$362,700.00
2	$34,000.00	$13,940.00	$33,000.00	$13,530.00	$39,000.00	$15,990.00	$36,700.00	$15,047.00
3	$425.00	$31,875.00	$400.00	$30,000.00	$375.00	$28,125.00	$348.00	$26,100.00
4	$150.00	$11,700.00	$125.00	$9,750.00	$250.00	$19,500.00	$232.00	$18,096.00
5	$75.00	$4,050.00	$75.00	$4,050.00	$85.00	$4,590.00	$78.00	$4,212.00
6	$100.00	$2,000.00	$210.00	$4,200.00	$250.00	$5,000.00	$242.00	$4,840.00
7	$550.00	$2,200.00	$590.00	$2,360.00	$900.00	$3,600.00	$457.00	$1,828.00
8	$350.00	$3,150.00	$430.00	$3,870.00	$900.00	$8,100.00	$496.00	$4,464.00
9	$30.00	$330.00	$30.00	$330.00	$35.00	$385.00	$31.20	$343.20
10	$30.00	$540.00	$40.00	$720.00	$45.00	$810.00	$41.60	$748.80
11	$6.00	$1,962.00	$4.00	$1,308.00	$10.00	$3,270.00	$6.15	$2,011.05
12	$5.00	$5,230.00	$3.00	$3,138.00	$5.00	$5,230.00	$5.05	$5,282.30
13	$5.00	$445.00	$10.00	$890.00	$25.00	$2,225.00	$23.60	$2,100.40
14	$8.00	$46,488.00	$9.00	$52,299.00	$18.00	$104,598.00	$9.90	$57,528.90
15	$17.00	$6,715.00	$20.00	$7,900.00	$20.00	$7,900.00	$20.80	$8,216.00
16	$16.00	$784.00	$15.00	$735.00	$40.00	$1,960.00	$33.50	$1,641.50
17	$16.00	$1,376.00	$16.00	$1,376.00	$40.00	$3,440.00	$16.60	$1,427.60
18	$48.00	$3,408.00	$60.00	$4,260.00	$25.00	$1,775.00	$50.90	$3,613.90
19	$25.00	$650.00	$25.00	$650.00	$25.00	$650.00	$103.00	$2,678.00
20	$2.00	$448.00	$2.00	$448.00	$10.00	$2,240.00	$2.65	$593.60
21	$7.00	$3,171.00	$8.00	$3,624.00	$23.50	$10,645.50	$13.90	$6,296.70
22	$5.00	$8,205.00	$3.00	$4,923.00	$11.00	$18,051.00	$12.00	$19,692.00
23	$5.00	$100,050.00	$5.00	$100,050.00	$11.00	$220,110.00	$3.50	$70,035.00
24	$2.50	$28,930.00	$0.50	$5,786.00	$1.25	$14,465.00	$1.90	$21,986.80
25	$20.00	$1,300.00	$31.00	$2,015.00	$35.00	$2,275.00	$38.00	$2,470.00
26	$11.00	$2,200.00	$15.00	$3,000.00	$16.00	$3,200.00	$9.35	$1,870.00
27	$6.00	$4,080.00	$5.00	$3,400.00	$3.00	$2,040.00	$5.30	$3,604.00
28	$17.00	$79,135.00	$30.00	$139,650.00	$25.00	$116,375.00	$33.50	$155,942.50
29	$20.00	$374,200.00	$25.00	$467,750.00	$25.00	$467,750.00	$33.70	$630,527.00
30	$20.00	$20,600.00	$25.00	$25,750.00	$25.00	$25,750.00	$25.40	$26,162.00
31	$39.00	$56,745.00	$49.00	$71,295.00	$48.00	$69,840.00	$44.30	$64,456.50
32	$24.00	$180,000.00	$36.00	$270,000.00	$35.00	$262,500.00	$42.60	$319,500.00
33	$12.00	$1,920.00	$20.00	$3,200.00	$15.00	$2,400.00	$9.05	$1,448.00
34	$2.00	$40,806.00	$1.42	$28,972.26	$2.50	$51,007.50	$1.00	$20,403.00
35	$750.00	$22,500.00	$610.00	$18,300.00	$300.00	$9,000.00	$857.00	$25,710.00
36	$46.00	$230,460.00	$39.00	$195,390.00	$47.50	$237,975.00	$35.90	$179,859.00
37	$40.00	$1,200.00	$29.00	$870.00	$75.00	$2,250.00	$108.00	$3,240.00
38	$4.00	$3,720.00	$3.50	$3,255.00	$4.00	$3,720.00	$2.40	$2,232.00
39	$32.00	$55,040.00	$30.00	$51,600.00	$33.50	$57,620.00	$45.70	$78,604.00
40	$101.00	$127,260.00	$88.00	$110,880.00	$97.00	$122,220.00	$102.00	$128,520.00
41	$87.00	$182,700.00	$84.00	$176,400.00	$92.50	$194,250.00	$93.10	$195,510.00
42	$4.00	$46,288.00	$4.05	$46,866.60	$4.50	$52,074.00	$3.85	$44,552.20
43	$1,900.00	$3,800.00	$2,200.00	$4,400.00	$2,000.00	$4,000.00	$1,660.00	$3,320.00
44	$4,200.00	$4,200.00	$5,100.00	$5,100.00	$3,800.00	$3,800.00	$3,830.00	$3,830.00
45	$4,600.00	$4,600.00	$5,400.00	$5,400.00	$4,200.00	$4,200.00	$4,160.00	$4,160.00
46	$4,700.00	$4,700.00	$6,500.00	$6,500.00	$4,300.00	$4,300.00	$4,650.00	$4,650.00
47	$400.00	$36,000.00	$410.00	$36,900.00	$550.00	$49,500.00	$525.00	$47,250.00
48	$15.00	$136,575.00	$15.00	$136,575.00	$18.00	$163,890.00	$12.50	$113,812.50
49	$75.00	$158,850.00	$81.00	$171,558.00	$76.00	$160,968.00	$74.40	$157,579.20
50	$80.00	$86,240.00	$90.00	$97,020.00	$76.00	$81,928.00	$80.10	$86,347.80
51	$90.00	$26,280.00	$105.00	$30,660.00	$84.00	$24,528.00	$93.10	$27,185.20
52	$110.00	$13,640.00	$129.00	$15,996.00	$104.00	$12,896.00	$122.00	$15,128.00
53	$150.00	$39,450.00	$190.00	$49,970.00	$160.00	$42,080.00	$174.00	$45,762.00
54	$165.00	$5,445.00	$210.00	$6,930.00	$225.00	$7,425.00	$197.00	$6,501.00
55	$175.00	$6,125.00	$200.00	$7,000.00	$238.00	$8,330.00	$207.00	$7,245.00
56	$2,500.00	$20,000.00	$4,700.00	$37,600.00	$1,000.00	$8,000.00	$2,080.00	$16,640.00
57	$45,000.00	$45,000.00	$48,000.00	$48,000.00	$75,000.00	$75,000.00	$93,100.00	$93,100.00
58	$6,500.00	$110,500.00	$7,800.00	$132,600.00	$6,850.00	$116,450.00	$6,520.00	$110,840.00
59	$1,400.00	$2,800.00	$1,600.00	$3,200.00	$2,350.00	$4,700.00	$1,250.00	$2,500.00
60	$2,500.00	$45,000.00	$3,300.00	$59,400.00	$3,000.00	$54,000.00	$2,680.00	$48,240.00
61	$3,100.00	$52,700.00	$4,300.00	$73,100.00	$4,000.00	$68,000.00	$3,520.00	$59,840.00
62	$5,100.00	$10,200.00	$6,500.00	$13,000.00	$6,500.00	$13,000.00	$5,860.00	$11,720.00
63	$3,500.00	$10,500.00	$5,100.00	$15,300.00	$965.00	$2,895.00	$1,530.00	$4,590.00
64	$2,600.00	$192,400.00	$3,800.00	$281,200.00	$1,375.00	$101,750.00	$1,110.00	$82,140.00
65	$125.00	$15,000.00	$150.00	$18,000.00	$105.00	$12,600.00	$101.00	$12,120.00
66	$225.00	$2,250.00	$250.00	$2,500.00	$200.00	$2,000.00	$186.00	$1,860.00
67	$50.00	$119,000.00	$49.00	$116,620.00	$34.50	$82,110.00	$39.00	$92,820.00
68	$70.00	$13,650.00	$62.00	$12,090.00	$60.00	$11,700.00	$67.10	$13,084.50
69	$120.00	$708,120.00	$71.00	$418,971.00	$66.00	$389,466.00	$66.00	$389,466.00
70	$100.00	$6,200.00	$420.00	$26,040.00	$118.00	$7,316.00	$118.00	$7,316.00
71	$26.00	$8,528.00	$68.00	$22,304.00	$70.00	$22,960.00	$46.80	$15,350.40
72	$10.00	$36,000.00	$25.00	$90,000.00	$13.00	$46,800.00	$16.60	$59,760.00
73	$2,500.00	$35,000.00	$2,700.00	$37,800.00	$2,450.00	$34,300.00	$2,100.00	$29,400.00
74	$3,400.00	$119,000.00	$4,800.00	$168,000.00	$3,235.00	$113,225.00	$3,680.00	$128,800.00
75	$4,300.00	$8,600.00	$6,600.00	$13,200.00	$5,150.00	$10,300.00	$5,280.00	$10,560.00
76	$1,500.00	$60,000.00	$1,300.00	$52,000.00	$785.00	$31,400.00	$910.00	$36,400.00
77	$1,500.00	$19,500.00	$1,300.00	$16,900.00	$785.00	$10,205.00	$910.00	$11,830.00
78	$1,000.00	$1,000.00	$1,800.00	$1,800.00	$785.00	$785.00	$1,260.00	$1,260.00
79	$3,800.00	$3,800.00	$4,200.00	$4,200.00	$2,965.00	$2,965.00	$4,340.00	$4,340.00
80	$7,500.00	$7,500.00	$30,000.00	$30,000.00	$6,250.00	$6,250.00	$13,200.00	$13,200.00
81	$12,000.00	$12,000.00	$18,000.00	$18,000.00	$14,000.00	$14,000.00	$14,400.00	$14,400.00
82	$11,950.00	$11,950.00	$18,000.00	$18,000.00	$14,500.00	$14,500.00	$15,000.00	$15,000.00
83	$11,850.00	$11,850.00	$18,000.00	$18,000.00	$14,500.00	$14,500.00	$15,000.00	$15,000.00

					Engineer Estimate		1 Ryan Contracting Co.		2 RL Larson Excavating Inc.		3 Northwest		4 Veit & Company, Inc.		5 LaTour Construction, Inc.		6 Northdale Construction Co., Inc.		7 S R Weidema, Incorporated		8 GMH Asphalt Corporation		9 Geislinger & Sons		10 Kuechle Underground Inc.		11 New Look Contracting, Inc.		12 Park Construction Company	
Section Title	Line Item	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
	84	SEAL MANHOLE (SPECIAL)	EACH	1	$2,500.00	$2,500.00	$5,000.00	$5,000.00	$2,970.00	$2,970.00	$10,495.00	$10,495.00	$14,250.00	$14,250.00	$3,100.00	$3,100.00	$12,388.17	$12,388.17	$11,000.00	$11,000.00	$10,000.00	$10,000.00	$2,500.00	$2,500.00	$12,000.00	$12,000.00	$3,850.00	$3,850.00	$10,400.00	$10,400.00		
	85	LOWER SANITARY MANHOLE	EACH	2	$1,500.00	$3,000.00	$1,500.00	$3,000.00	$1,580.00	$3,160.00	$2,965.00	$5,930.00	$2,965.00	$5,930.00	$1,022.00	$2,044.00	$1,628.33	$3,256.66	$2,200.00	$4,400.00	$1,095.00	$2,190.00	$2,500.00	$5,000.00	$2,100.00	$4,200.00	$4,500.00	$9,000.00	$2,550.00	$5,100.00		
	86	INSTALL CASTING SPECIAL (R-1642 CASTING WITH I & I BARRIER) (SANITARY)	EACH	20	$1,000.00	$20,000.00	$1,000.00	$20,000.00	$924.00	$18,480.00	$1,172.00	$23,440.00	$1,000.00	$20,000.00	$1,550.00	$31,000.00	$1,646.93	$32,938.60	$1,250.00	$25,000.00	$1,473.00	$29,460.00	$1,300.00	$26,000.00	$1,400.00	$28,000.00	$1,600.00	$32,000.00	$1,260.00	$25,200.00		
	87	RAIN GARDEN	EACH	1	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$11,600.00	$11,600.00	$5,050.00	$5,050.00	$31,760.00	$31,760.00	$13,105.00	$13,105.00	$9,912.50	$9,912.50	$13,000.00	$13,000.00	$20,000.00	$20,000.00	$25,000.00	$25,000.00	$28,000.00	$28,000.00	$20,000.00	$20,000.00	$14,500.00	$14,500.00		
	88	RANDOM RIPRAP CLASS III (GRANITE) (LV)	CU YD	84	$130.00	$10,920.00	$80.00	$6,720.00	$105.00	$8,820.00	$162.25	$13,629.00	$110.00	$9,240.00	$111.00	$9,324.00	$263.50	$22,134.00	$160.00	$13,440.00	$122.00	$10,248.00	$125.00	$10,500.00	$135.00	$11,340.00	$150.00	$12,600.00	$156.00	$13,104.00		
	89	4" CONCRETE WALK	SQ FT	270	$8.00	$2,160.00	$10.00	$2,700.00	$13.00	$3,510.00	$8.55	$2,308.50	$14.00	$3,780.00	$10.50	$2,835.00	$14.10	$3,807.00	$10.45	$2,821.50	$17.65	$4,765.50	$15.00	$4,050.00	$12.00	$3,240.00	$8.50	$2,295.00	$13.70	$3,699.00		
	90	6" CONCRETE WALK (PEDESTRIAN RAMP)	SQ FT	150	$15.00	$2,250.00	$15.00	$2,250.00	$19.00	$2,850.00	$24.70	$3,705.00	$21.00	$3,150.00	$17.30	$2,595.00	$20.40	$3,060.00	$14.00	$2,100.00	$24.00	$3,600.00	$22.00	$3,300.00	$18.00	$2,700.00	$16.00	$2,400.00	$20.80	$3,120.00		
	91	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	11572	$22.00	$254,584.00	$19.00	$219,868.00	$19.00	$219,868.00	$18.14	$209,916.08	$21.00	$243,012.00	$20.40	$236,068.80	$18.90	$218,710.80	$19.40	$224,496.80	$21.00	$243,012.00	$21.00	$243,012.00	$18.00	$208,296.00	$20.00	$231,440.00	$19.40	$224,496.80		
	92	6" CONCRETE DRIVEWAY	SQ YD	455	$75.00	$34,125.00	$80.00	$36,400.00	$105.00	$47,775.00	$115.37	$52,493.35	$90.80	$41,314.00	$120.00	$54,600.00	$96.90	$44,089.50	$115.00	$52,325.00	$85.30	$38,811.50	$87.00	$39,585.00	$78.00	$35,490.00	$113.00	$51,415.00	$85.40	$38,857.00		
	93	6" CONCRETE DRIVEWAY SPECIAL (STAMPED & COLORED)	SQ YD	24	$100.00	$2,400.00	$150.00	$3,600.00	$237.00	$5,688.00	$169.56	$4,069.44	$262.00	$6,288.00	$174.00	$4,176.00	$251.25	$6,030.00	$170.00	$4,080.00	$237.00	$5,688.00	$250.00	$6,000.00	$230.00	$5,520.00	$170.00	$4,080.00	$238.00	$5,712.00		
	94	8" CONCRETE VALLEY GUTTER	SQ YD	32	$100.00	$3,200.00	$110.00	$3,520.00	$195.00	$6,240.00	$119.39	$3,820.48	$215.50	$6,896.00	$120.50	$3,856.00	$209.25	$6,696.00	$115.00	$3,680.00	$195.00	$6,240.00	$190.00	$6,080.00	$190.00	$6,080.00	$130.00	$4,160.00	$192.00	$6,144.00		
	95	TRUNCATED DOMES	SQ FT	16	$70.00	$1,120.00	$85.00	$1,360.00	$58.00	$928.00	$62.00	$992.00	$64.00	$1,024.00	$63.00	$1,008.00	$59.25	$948.00	$60.00	$960.00	$58.05	$928.80	$65.00	$1,040.00	$55.00	$880.00	$68.00	$1,088.00	$57.20	$915.20		
	96	TEMPORARY MAILBOX	EACH	74	$200.00	$14,800.00	$100.00	$7,400.00	$69.00	$5,106.00	$165.00	$12,210.00	$76.00	$5,624.00	$68.00	$5,032.00	$68.25	$5,050.50	$65.00	$4,810.00	$68.60	$5,076.40	$85.00	$6,290.00	$65.00	$4,810.00	$72.00	$5,328.00	$67.60	$5,002.40		
	97	REINSTALL MAILBOX AND SUPPORT	EACH	54	$300.00	$16,200.00	$150.00	$8,100.00	$121.00	$6,534.00	$232.00	$12,528.00	$135.00	$7,290.00	$121.00	$6,534.00	$120.75	$6,520.50	$115.00	$6,210.00	$121.00	$6,534.00	$125.00	$6,750.00	$115.00	$6,210.00	$127.00	$6,858.00	$120.00	$6,480.00		
	98	INSTALL RETAINING WALL	LIN FT	71	$50.00	$3,550.00	$100.00	$7,100.00	$105.00	$7,455.00	$52.00	$3,692.00	$207.00	$14,697.00	$105.00	$7,455.00	$105.00	$7,455.00	$100.00	$7,100.00	$110.00	$7,810.00	$100.00	$7,100.00	$112.00	$7,952.00	$110.00	$7,810.00	$106.00	$7,526.00		
	99	INSTALL BRICK PAVERS	SQ FT	680	$20.00	$13,600.00	$15.00	$10,200.00	$15.00	$10,200.00	$16.30	$11,084.00	$18.30	$12,444.00	$14.70	$9,996.00	$14.70	$9,996.00	$14.00	$9,520.00	$15.45	$10,506.00	$15.00	$10,200.00	$18.00	$12,240.00	$16.00	$10,880.00	$14.90	$10,132.00		
	100	INSTALL FENCE	LIN FT	80	$50.00	$4,000.00	$30.00	$2,400.00	$42.00	$3,360.00	$42.00	$3,360.00	$46.80	$3,744.00	$42.00	$3,360.00	$42.00	$3,360.00	$40.00	$3,200.00	$42.20	$3,376.00	$73.00	$5,840.00	$40.00	$3,200.00	$45.00	$3,600.00	$41.60	$3,328.00		
	101	CHAIN LINK FENCE	LIN FT	221	$100.00	$22,100.00	$40.00	$8,840.00	$58.00	$12,818.00	$57.40	$12,685.40	$64.00	$14,144.00	$57.00	$12,597.00	$57.33	$12,669.93	$60.00	$13,260.00	$57.60	$12,729.60	$56.00	$12,376.00	$55.00	$12,155.00	$60.00	$13,260.00	$56.80	$12,552.80		
	102	TRAFFIC CONTROL	LUMP SUM	1.00	$25,000.00	$25,000.00	$20,000.00	$20,000.00	$3,640.00	$3,640.00	$8,850.00	$8,850.00	$4,541.00	$4,541.00	$2,625.00	$2,625.00	$4,095.00	$4,095.00	$3,900.00	$3,900.00	$4,115.00	$4,115.00	$6,000.00	$6,000.00	$3,900.00	$3,900.00	$4,300.00	$4,300.00	$4,060.00	$4,060.00		
	103	INSTALL SIGN PANEL	EACH	12	$200.00	$2,400.00	$150.00	$1,800.00	$264.00	$3,168.00	$262.00	$3,144.00	$58.25	$699.00	$368.00	$4,416.00	$52.50	$630.00	$50.00	$600.00	$52.75	$633.00	$251.00	$3,012.00	$50.00	$600.00	$55.00	$660.00	$52.00	$624.00		
	104	SIGN POST	EACH	11	$400.00	$4,400.00	$150.00	$1,650.00	$211.00	$2,321.00	$262.00	$2,882.00	$140.00	$1,540.00	$368.00	$4,048.00	$131.25	$1,443.75	$125.00	$1,375.00	$132.00	$1,452.00	$210.00	$2,310.00	$125.00	$1,375.00	$138.00	$1,518.00	$130.00	$1,430.00		
	105	SIGN PANEL TYPE C	SQ FT	36	$50.00	$1,787.50	$60.00	$2,145.00	$90.00	$3,217.50	$89.25	$3,190.69	$61.00	$2,180.75	$31.50	$1,126.13	$54.60	$1,951.95	$52.00	$1,859.00	$54.85	$1,960.89	$90.00	$3,217.50	$52.00	$1,859.00	$57.00	$2,037.75	$54.10	$1,934.08		
	106	CONIFEROUS TREE 2" CAL B&B (SPRUCE)	EACH	12	$750.00	$9,000.00	$500.00	$6,000.00	$559.00	$6,708.00	$785.00	$9,420.00	$617.00	$7,404.00	$415.00	$4,980.00	$525.00	$6,300.00	$500.00	$6,000.00	$435.00	$5,220.00	$410.00	$4,920.00	$500.00	$6,000.00	$650.00	$7,800.00	$551.00	$6,612.00		
	107	DECIDUOUS TREE 2" CAL B&B (AUTUMN MAPLE BLAZE)	EACH	14	$750.00	$10,500.00	$500.00	$7,000.00	$538.00	$7,532.00	$785.00	$10,990.00	$594.00	$8,316.00	$490.00	$6,860.00	$525.00	$7,350.00	$500.00	$7,000.00	$512.00	$7,168.00	$480.00	$6,720.00	$500.00	$7,000.00	$620.00	$8,680.00	$530.00	$7,420.00		
	108	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1.00	$5,000.00	$5,000.00	$1,000.00	$1,000.00	$4,530.00	$4,530.00	$12,000.00	$12,000.00	$10,000.00	$10,000.00	$6,170.00	$6,170.00	$2,500.00	$2,500.00	$13,500.00	$13,500.00	$12,430.00	$12,430.00	$5,000.00	$5,000.00	$7,600.00	$7,600.00	$2,500.00	$2,500.00	$12,700.00	$12,700.00		
	109	STORM DRAIN INLET PROTECTION	EACH	55	$250.00	$13,750.00	$150.00	$8,250.00	$200.00	$11,000.00	$100.00	$5,500.00	$250.00	$13,750.00	$173.00	$9,515.00	$200.00	$11,000.00	$440.00	$24,200.00	$176.00	$9,680.00	$165.00	$9,075.00	$860.00	$47,300.00	$185.00	$10,175.00	$202.00	$11,110.00		
	110	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	2300	$5.00	$11,500.00	$4.00	$9,200.00	$2.50	$5,750.00	$3.20	$7,360.00	$2.90	$6,670.00	$2.80	$6,440.00	$3.78	$8,694.00	$2.50	$5,750.00	$2.82	$6,486.00	$3.00	$6,900.00	$2.45	$5,635.00	$8.00	$18,400.00	$2.80	$6,440.00		
	111	COMMON TOPSOIL BORROW (LV)	CU YD	2480	$30.00	$74,400.00	$30.00	$74,400.00	$33.00	$81,840.00	$51.50	$127,720.00	$17.00	$42,160.00	$44.00	$109,120.00	$47.66	$118,196.80	$26.00	$64,480.00	$44.75	$110,980.00	$43.00	$106,640.00	$30.00	$74,400.00	$40.00	$99,200.00	$0.01	$24.80		
	112	SODDING TYPE LAWN	SQ YD	13190	$10.00	$131,900.00	$10.00	$131,900.00	$9.50	$125,305.00	$10.03	$132,295.70	$10.65	$140,473.50	$10.00	$131,900.00	$10.13	$133,614.70	$9.30	$122,667.00	$10.30	$135,857.00	$11.00	$145,090.00	$9.00	$118,710.00	$11.00	$145,090.00	$10.20	$134,538.00		
	113	ROLLED EROSION PREVENTION CATEGORY 20 W/ SEED MIXTURE (25-151)	SQ YD	85	$5.00	$425.00	$2.50	$212.50	$3.00	$255.00	$3.65	$310.25	$3.25	$276.25	$6.30	$535.50	$6.30	$535.50	$2.80	$238.00	$6.40	$544.00	$6.00	$510.00	$2.75	$233.75	$7.00	$595.00	$6.35	$539.75		
	114	ROLLED EROSION PREVENTION CATEGORY 20 W/ SEED MIXTURE (33-261)	SQ YD	1700	$5.00	$8,500.00	$2.50	$4,250.00	$2.00	$3,400.00	$3.10	$5,270.00	$2.10	$3,570.00	$3.15	$5,355.00	$3.15	$5,355.00	$1.85	$3,145.00	$3.20	$5,440.00	$3.00	$5,100.00	$1.80	$3,060.00	$3.50	$5,950.00	$3.20	$5,440.00		
		BASE BID TOTAL:				**$5,232,977.50**		$4,266,345.90		**$4,391,432.85**		**$4,402,281.00**		**$4,411,885.04**		**$4,418,416.83**		**$4,468,669.30**		**$4,474,303.50**		**$4,629,193.92**		**$4,864,871.50**		**$4,908,610.61**		**$4,932,897.75**		**$4,939,582.38**		

BOLTON & MENK
Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337-1649

Ph: (952) 890-0509
Fax: (952) 890-8065
Bolton-Menk.com

February 27, 2024

Mr. Mike Payne, P.E., City Engineer/Deputy Public Works Director
City of Plymouth
3400 Plymouth Blvd
Plymouth, MN 55447

RE: Birchwood Estates Street Reconstruction
City of Plymouth, Minnesota
City Project No. ST249001
Project No.: 0T1.128724

Dear Mr. Payne,

Bids on the above-referenced project were opened at 10:00 a.m. on February 23, 2024. There were twelve bidders for the project and a detailed bid abstract is enclosed. The low bidder on the project is Ryan Contracting Company with a bid of $4,266,345.90. Ryan Contracting Co. has previous experience on projects of this size and complexity in the Twin Cities Metro area.

Based on Ryan Contracting's experience, acceptable bid prices, and the competitive bids the City received, we recommend the City of Plymouth award the project to Ryan Contracting Company following the Public Assessment Hearing on March 26, 2024.

If you have any questions regarding this award recommendation, please contact me at your convenience.

Sincerely,

Bolton & Menk, Inc.

Nicholas J. Amatuccio, P.E.
Associate Project Manager

H:\PLYM\0T1128724\1_Corres\C_To Others\City\Gleason Lake Dr_Award Recommendation Letter.docx

Bolton & Menk is an equal opportunity employer.

PID	PROPERTY OWNER 1	PROPERTY OWNER 2	PROPERTY ADDRESS	PROPERTY CITY, STATE, ZIP	TAXPAYER ADDRESS	TAXPAYER CITY, STATE, ZIP	ASSESSMENT
32-118-22-41-0001	ALEX MALENIUS	JACINDA MALENIUS	440 WESTON LA N	PLYMOUTH MN 55447	440 WESTON LA N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-41-0002	ROBERT & SILVIA DALY		450 WESTON LA N	PLYMOUTH MN 55447	450 WESTON LA N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-41-0003	STEVEN D & SUSAN J COBB		460 WESTON LA N	PLYMOUTH MN 55447	460 WESTON LA N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-41-0004	THOMAS WAHL		470 WESTON LA N	PLYMOUTH MN 55447	470 WESTON LA N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-41-0005	BRITTANY P LEVENS		15930 5TH AVE N	PLYMOUTH MN 55447	15930 5TH AVE N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-41-0006	RANDAL SAGRILLO	ELIZABETH SAGRILLO	16000 5TH AVE N	PLYMOUTH MN 55447	16000 5TH AVE N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-41-0007	SAMUEL BERG	ERIN BERG	16010 5TH AVE N	PLYMOUTH MN 55447	16010 5TH AVE N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-41-0008	KAREN A MONSKEY		16020 5TH AVE N	PLYMOUTH MN 55447	16020 5TH AVE N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-41-0009	STEVE EARL OLSON	JANET LYNN OLSON	16100 5TH AVE N	PLYMOUTH MN 55447	16100 5TH AVE N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-41-0010	LI DAI & YINGCHENG YANG		16110 5TH AVE N	PLYMOUTH MN 55447	16110 5TH AVE N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-41-0011	CYNTHIA F MOSER	WARREN KEITH MOSER	16120 5TH AVE N	PLYMOUTH MN 55447	16120 5TH AVE N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-41-0012	MARVIN J & GERALDINE SCHMID		16210 5TH AVE N	PLYMOUTH MN 55447	16210 5TH AVE N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-41-0013	MARK A & ANITA K ALBRECHT		16220 5TH AVE N	PLYMOUTH MN 55447	16220 5TH AVE N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-41-0014	JAMES P CURRY		445 WESTON LA N	PLYMOUTH MN 55447	445 WESTON LA N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-41-0015	KATHRYN L NELSON		455 WESTON LA N	PLYMOUTH MN 55447	455 WESTON LA N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-41-0016	CHAD A SENGER	AMANDA R SENGER	465 WESTON LA N	PLYMOUTH MN 55447	465 WESTON LA N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-41-0017	WILLIAM & MARY FARQUHAR		16015 5TH AVE N	PLYMOUTH MN 55447	16015 5TH AVE N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-41-0018	DANIEL RUEHL	ANDRIA M RUEHL	16025 5TH AVE N	PLYMOUTH MN 55447	16025 5TH AVE N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-41-0019	HALIMA AHMED SHUGRI		16105 5TH AVE N	PLYMOUTH MN 55447	16105 5TH AVE N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-41-0020	BRYAN J & SUSAN S RIPP		16020 4TH AVE N	PLYMOUTH MN 55447	16020 4TH AVE N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-41-0021	KURT A PETERSEN		16010 4TH AVE N	PLYMOUTH MN 55447	16010 4TH AVE N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-41-0022	J C & K M GUREGHIAN		16120 4TH AVE N	PLYMOUTH MN 55447	16120 4TH AVE N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-41-0023	WALID SERHAN		16115 5TH AVE N	PLYMOUTH MN 55447	16115 5TH AVE N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-41-0024	TRACY & TED MYERS		16205 5TH AVE N	PLYMOUTH MN 55447	16205 5TH AVE N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-41-0025	JOHN M GIESE	DANIELA AGUILERA	16215 5TH AVE N	PLYMOUTH MN 55447	16215 5TH AVE N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-41-0026	LUKE PALM		16235 5TH AVE N	PLYMOUTH MN 55447	16235 5TH AVE N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-41-0027	ERIC WEISENBURGER	MICHAELA READ	16230 4TH AVE N	PLYMOUTH MN 55447	16230 4TH AVE N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-41-0028	KAREN & JAMES ARNOLD		16220 4TH AVE N	PLYMOUTH MN 55447	16220 4TH AVE N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-41-0029	MARIANNE SHARMA		16210 4TH AVE N	PLYMOUTH MN 55447	16210 4TH AVE N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-41-0030	DANIEL H BECKER		16130 4TH AVE N	PLYMOUTH MN 55447	16130 4TH AVE N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-41-0031	MOLLY MARIE WOMACK		15905 4TH AVE N	PLYMOUTH MN 55447	15905 4TH AVE N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-41-0032	ROLAYNE RENSTROM		15915 4TH AVE N	PLYMOUTH MN 55447	15915 4TH AVE N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-41-0033	BARBARA A WIGLEY		15925 4TH AVE N	PLYMOUTH MN 55447	15925 4TH AVE N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-41-0034	PAUL R & CYNTHIA A H CARLSON		16005 4TH AVE N	PLYMOUTH MN 55447	16005 4TH AVE N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-41-0035	JOHN DINGMANN		16015 4TH AVE N	PLYMOUTH MN 55447	16015 4TH AVE N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-41-0036	AMY L SANTELLA	BENJAMIN J SANTELLA	16025 4TH AVE N	PLYMOUTH MN 55447	16025 4TH AVE N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-41-0037	STEVEN R & LYNN M BERGLUND		16105 4TH AVE N	PLYMOUTH MN 55447	16105 4TH AVE N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-41-0038	SARAH J SELLE	RICHARD A SELLE	16115 4TH AVE N	PLYMOUTH MN 55447	16115 4TH AVE N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-41-0039	CHARLES H GOODMUNDSON	JULIE M GOODMUNDSON	16125 4TH AVE N	PLYMOUTH MN 55447	16125 4TH AVE N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-41-0040	G H WRIGHT		16205 4TH AVE N	PLYMOUTH MN 55447	16205 4TH AVE N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-41-0041	MISCHA H SUEMNIG	SARAH E SUEMNIG	16215 4TH AVE N	PLYMOUTH MN 55447	16215 4TH AVE N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-42-0003	DAVID FACKLER		16230 5TH AVE N	PLYMOUTH MN 55447	16230 5TH AVE N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-42-0004	KENNETH M SNOW		16320 5TH AVE N	PLYMOUTH MN 55447	16320 5TH AVE N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-42-0005	JACK R DELANEY		16400 5TH AVE N	PLYMOUTH MN 55447	16400 5TH AVE N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-42-0006	C C BREWSTER & N R BREWSTER		16420 5TH AVE N	PLYMOUTH MN 55447	16420 5TH AVE N	PLYMOUTH MN 55447	$ 11,958.12

PID	PROPERTY OWNER 1	PROPERTY OWNER 2	PROPERTY ADDRESS	PROPERTY CITY, STATE, ZIP	TAXPAYER ADDRESS	TAXPAYER CITY, STATE, ZIP	ASSESSMENT
32-118-22-42-0007	DAVID J READER		16305 5TH AVE N	PLYMOUTH MN 55447	16305 5TH AVE N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-42-0008	RACHEL BENDTSEN BEAUCHAMP	BROCK B BEAUCHAMP	16315 5TH AVE N	PLYMOUTH MN 55447	16315 5TH AVE N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-42-0009	TIMOTHY T JAMES	LISA F JAMES	16405 5TH AVE N	PLYMOUTH MN 55447	401 TOWNES ROAD	MINNETONKA MN 55391	$ 11,958.12
32-118-22-42-0010	JOANN V JOHNSON		16415 5TH AVE N	PLYMOUTH MN 55447	16415 5TH AVE N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-42-0011	KATHERINE A KREATZ		16420 4TH AVE N	PLYMOUTH MN 55447	16420 4TH AVE N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-42-0012	DEAN A WEAVER	SYDNEY A WEAVER	16400 4TH AVE N	PLYMOUTH MN 55447	16400 4TH AVE N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-42-0013	BENJAMIN DERY	EMILY KOCIAN-DERY	16320 4TH AVE N	PLYMOUTH MN 55447	16320 4TH AVE N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-42-0014	DANNY C & KAREN L ANTHONY		16310 4TH AVE N	PLYMOUTH MN 55447	16310 4TH AVE N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-42-0015	CHAD JENSEN/CARLENE NORBERG		16305 4TH AVE N	PLYMOUTH MN 55447	16305 4TH AVE N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-42-0016	MARK E & ELIZABETH A RAUSCH		16315 4TH AVE N	PLYMOUTH MN 55447	16315 4TH AVE N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-42-0017	ARDIS R VALEN		16325 4TH AVE N	PLYMOUTH MN 55447	16325 4TH AVE N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-42-0018	SANDRA F WERTS		16405 4TH AVE N	PLYMOUTH MN 55447	16405 4TH AVE N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-42-0019	ROBERT & JACQUELINE ADAMSON		16425 4TH AVE N	PLYMOUTH MN 55447	16425 4TH AVE N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-42-0020	JAMES E GLEASON		16505 4TH AVE N	PLYMOUTH MN 55447	16505 4TH AVE N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-42-0021	ALISHA ANDERSON/LEE ANDERSON		16515 4TH AVE N	PLYMOUTH MN 55447	16515 4TH AVE N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-42-0022	KAREN J HARRIS	STEVEN C HARRIS	16525 4TH AVE N	PLYMOUTH MN 55447	16525 4TH AVE N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-42-0023	HILLARY H HEILAND	DANIEL HEILAND	405 COMSTOCK LA N	PLYMOUTH MN 55447	405 COMSTOCK LA N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-42-0024	LEE WALLACE		415 COMSTOCK LA N	PLYMOUTH MN 55447	415 COMSTOCK LA N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-42-0025	SHAWN R SMITH	RACHELLE SMITH	425 COMSTOCK LA N	PLYMOUTH MN 55447	425 COMSTOCK LA N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-42-0026	ROGER S PATTERSON	KATHLEEN A PATTERSON	435 COMSTOCK LA N	PLYMOUTH MN 55447	435 COMSTOCK LA N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-42-0027	PATRICIA E DUFF		440 COMSTOCK LA N	PLYMOUTH MN 55447	440 COMSTOCK LA N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-42-0028	LINDSEY STEWART	JEFFREY STEWART	430 COMSTOCK LA N	PLYMOUTH MN 55447	430 COMSTOCK LA N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-42-0029	HARRY G SCHAFFRAN	ANN SCHAFFRAN	420 COMSTOCK LA N	PLYMOUTH MN 55447	420 COMSTOCK LA N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-42-0030	ORLANDO TEJEDA	KATHLEEN MARIE TEJEDA	410 COMSTOCK LA N	PLYMOUTH MN 55447	410 COMSTOCK LA N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-42-0031	ROBERT H LEINBERGER JR	DARLENE A LEINBERGER	435 BLACK OAKS LA N	PLYMOUTH MN 55447	435 BLACK OAKS LA N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-42-0032	J DOUGLAS OBRIEN JR		445 BLACK OAKS LA N	PLYMOUTH MN 55447	445 BLACK OAKS LA N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-42-0033	YAN QING JIANG & WENJIE WENG		455 BLACK OAKS LA N	PLYMOUTH MN 55447	455 BLACK OAKS LA N	PLYMOUTH MN 55447	$ 11,958.12
32-118-22-42-0034	BENJAMIN JAMES GABBERT	JEAN L GABBERT	505 BLACK OAKS LA N	PLYMOUTH MN 55447	505 BLACK OAKS LA N	PLYMOUTH MN 55447	$ 11,958.12

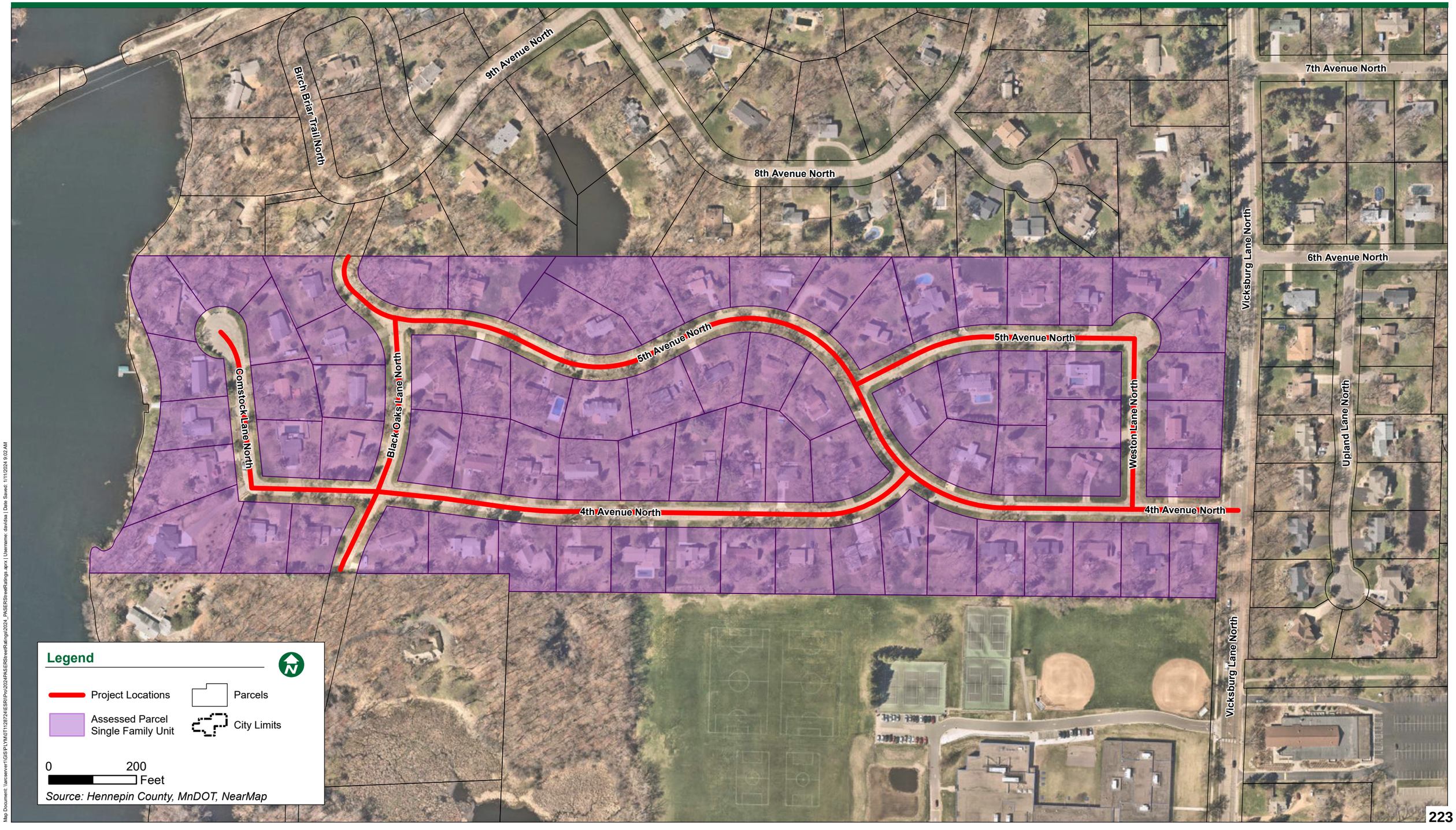
City of Plymouth

Birchwood Estates Street Reconstruction

City of Plymouth

Assessment Map

BOLTON & MENK



Map Document: \\arcserver\1GIS\PLYM\0T1128724\ESRI\Pro\2024\PASER\StreetRatings\2024_PASERStreetRatings.aprx | Username: davidsa | Date Saved: 1/11/2024 9:02 AM

SUPPLEMENTAL AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES

1. MASTER AGREEMENT. The parties have previously entered into a Master Agreement for Professional Engineering Services which is incorporated herein by reference. In the event of a conflict between the Master Agreement and this Supplemental Agreement the Supplemental Agreement shall control with respect to the project for which it applies.

2. BACKGROUND.

A. Date of Supplemental Agreement: March 26, 2024

B. Owner: City of Plymouth

C. Engineer: Bolton & Menk, Inc.

D. Project: 2024 Birchwood Estates Street Reconstruction Project
City Project No. ST249001

3. SERVICES. The Engineer shall perform the following services for the Owner as per the Agreement for Engineering Services dated September 27, 2022, and the Scope Amendment dated March 14, 2024 (attached).

4. PAYMENT. The Owner shall pay the Engineer for services rendered under the Supplemental Agreement as follows:

☐ Lump sum of: $ _____

☐ Standard hourly rate pursuant to rate schedule on file with the City as of the date of this Supplemental Agreement.

☒ Standard hourly rate pursuant to rate schedule included in the proposal with a not to exceed of $565,758.00, including reimbursable expenses.
Agreement for Engineering Services: $222,438.00
Supplemental Agreement (3/14/2024): $343,320.00

- Extension of construction phase services
- Material testing

Total, not to exceed: $565,758.00

5. COMPLETION DATE. Services performed by Engineer pursuant to this Supplemental Agreement must be completed on or before December 31, 2026.

Dated: _____, 2024. **CITY OF PLYMOUTH**

BY: _____
Jeffry Wosje, Mayor

BY: _____
David Callister, City Manager

Dated: _____, 2024. **BOLTON & MENK, INC.**

BY: _____

ITS: _____

REVIEWED BY: _____

Michael Thompson, Public Works Director

BOLTON & MENK
Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337-1649

Ph: (952) 890-0509
Fax: (952) 890-8065
Bolton-Menk.com

March 14, 2024

Mr. Mike Payne, P.E.
City Engineer/Deputy Public Works Director
City of Plymouth
3400 Plymouth Boulevard
Plymouth, MN 55345

Re: Proposal for Professional Engineering Services
Birchwood Estates Street Reconstruction Project
Amendment #1 – Construction Phase Services

Mr. Payne:

Final design services for the Birchwood Estates Street Reconstruction project have been completed. Building on those efforts, as requested, Bolton & Menk has drafted a proposed amendment to our agreement for the construction phase of the project. Efforts include construction staking, shop drawing review, construction phase startup efforts (including attendance at a preconstruction meeting), full-time construction observation, construction phase design revision support (if necessary), and as-built survey efforts. Our proposed fee for this amendment is $343,320 for 2328 proposed hours of labor by Bolton & Menk.

Thank you for allowing Bolton & Menk to submit this proposal for your consideration. Please contact me at (612) 965-3926 or nickam@bolton-menk.com with any questions or comments.

Sincerely,
Bolton & Menk, Inc.

Nicholas J. Amatuccio, P.E.
Associate Project Manager

cc: Mike Waltman, PE, Principal Engineer, Bolton & Menk
Tony Miller, PE, Engineering Project Manager, City of Plymouth

Bolton & Menk is an equal opportunity employer.

PROPOSED SCOPE OF WORK

The work to be performed by the Bolton & Menk under this agreement shall encompass and include detailed work, services, materials, equipment and supplies necessary for construction staking, as-built record production, shop drawing and submittal review, construction phase 'start up', and miscellaneous construction phase design support for City Staff.

The project consists of roadway and utility improvements along the streets within the Birchwood Estates neighborhood including 4th Ave N, 5th Ave N, Weston Ln N, Black Oaks Ln N, and Comstock Ln N. Details of the improvements are identified in the final plans for the Birchwood Estates Street Reconstruction project. Building from the initial scope of work performed by Bolton & Menk for the City of Plymouth on the Birchwood Estates Street Reconstruction project (tasks 1 through 4), work under this amendment addresses engineering and surveying support needs required during the construction phase. The scope of work to be performed for Task 5 – Construction Phase Services is as follows:

TASK 5 – 2024 CONSTRUCTION PHASE SERVICES

Construction phase professional engineering and surveying services to be provided by Bolton & Menk are as follows:

Task 5.1 - Construction Staking

Bolton & Menk will complete construction staking as required of the Owner/Engineer specified in section 01 71 23 of the project manual. More specifically, staking will be provided as follows:

1. Storm Sewer: Staking will be furnished and set by Bolton & Menk at 50.0-foot spacing (usually offset for construction) for the storm sewer. Cuts to the proposed pipeline grade will be furnished by the Bolton & Menk. Manholes and catch basins will be staked with an offset and a witness with a cut to the lowest structure invert. Location staking shall be provided for service wyes for new construction.
2. Watermain: Staking will be provided at intervals of 50.0-feet. Cuts to the proposed pipeline grade will be furnished by Bolton & Menk, and location staking will be provided for valves and fittings. Hydrants will be staked with an offset and a witness with a cut to the ground elevation at the hydrant.
3. Curb: Offset staking will be provided with cuts and fills to proposed grade at 50-foot spacing on tangents, and 25-foot spacing on horizontal or vertical curves, shall be furnished and set along curb segments to be replaced at intersection and corners and replacements of 50-foot length or longer.
4. Pedestrian Ramps: Staking will be provided by the Bolton & Menk as specified in the plans for pedestrian ramps. Staking will be provided for the curb & gutter including the 0" curb height locations, curb begin radii, curb end radii, and trail/walk connection points to the pedestrian ramps. Bolton & Menk will not be required to stake location and elevation of landings, ramps, domes, and other concrete walk; as those features are required to be laid out by the contractor.
5. Miscellaneous: Location stakes will be provided for silt fence locations at 100.0-foot spacing. Location stakes representing clearing and grubbing limits will be provided at 100.0-foot spacing. Pond excavation and grading stakes will be provided at 100.0-foot spacing for offset/reference stakes to the bench of the pond.
6. Bolton & Menk will provide horizontal and vertical control points on the project's datum.
7. The City's contractor will be responsible to have all areas where stakes need to be set to be clear of debris. The contractor needs to also provide a clear line of sight for staking.
8. The Owner's project representative shall notify Bolton & Menk a minimum of 48 hours in advance of the need for construction stakes on the project, excluding Saturdays, Sundays, and legal holidays. Staking requests submitted after 2pm shall be recorded as being received the next business day.

9. The City's Contractor shall protect and preserve all such stakes and marks, and Owner will charge the contractor and pay Bolton & Menk expense of resetting all such stakes and marks destroyed or disturbed due to the Contractor's carelessness or negligence. Stakes that are destroyed due to vandalism, erosion or other incidents shall be re-staked by the Bolton & Menk and will be at the OWNER's expense.
10. In the event of apparent or questionable errors or inconsistencies in such stakes set for control of line and/or grade, the Contractor shall promptly notify the Owner of such error or inconsistency and shall not proceed with the work until such stake, grade, or mark shall have been verified or corrected by Bolton & Menk.
11. Bolton & Menk will mark the existing boundary monuments prior to construction. The Contractor is responsible for protecting the monuments during construction. If monuments are removed the Bolton & Menk will reset them post construction at the Contractor's expense.
12. All other line and grade staking shall be the responsibility of the City's Contractor. The Contractor shall furnish sufficient equipment and personnel for determination of plan grades, cross sections, course thicknesses, etc.

Task 5.2 – Shop Drawing Review & Construction Phase startup

Bolton & Menk will review required shop drawings submitted by the contractor, coordinate with contractors, suppliers, and City Staff as necessary, and issue comments or approvals as appropriate. Shop drawing review will be completed based on our review of the final plans and specifications, as well as supplemental conversations with City Staff and research should we identify such needs.

Bolton & Menk will attend the preconstruction meeting (and lead the meeting if desired by the City), coordinate any remaining permits necessary for construction, and complete transition of private utility relocation coordination to the City's project team and contractor.

Task 5.3 – Construction Phase Administrative Support

Bolton & Menk will provide construction administration support to the City's project team upon request. Bolton & Menk will have qualified and appropriate staff:

1. Attend up to ten (10) construction scheduling meetings during construction, as desired by the City.
2. Review and comment on change orders and written directives prepared by others.
3. Review for conformance with design alternatives submitted by the contractor.
4. Assist in review, response, and/or production of temporary traffic control modification desires being contemplated or specifically desired by the City.
5. Visit the site up to five (5) other times during or following the construction effort, at the request of the City, to review constructed elements for compliance with the project documents and intent.
6. Attend the final walk through, if desired by the City, for review of substantially completed work and assistance with development of the project punch list.

During construction, unforeseen conditions can necessitate plan changes or design revision considerations. Bolton & Menk will be available to respond immediately to such needs to avoid contractor delays and associated costs. A budget is included for this potential need, which will be expended on an hourly basis as requested by the City's Project Team.

Task 5.4 – Construction Observation

Bolton & Menk will provide a Construction Project Representative to perform full-time construction observation and inspection. Bolton & Menk will have qualified and appropriate staff:

1. Observe the Contractor's operations and the installation of public infrastructure to confirm the materials and construction methods are per the project plans and specifications.
2. Document the daily construction activity and site conditions.
3. Coordinate with the Contractor, City Staff, and project area residents as needed.
4. Schedule construction staking needs with Bolton & Menk survey staff.
5. Schedule materials testing with the City's geotechnical engineer consultant.
6. Measure and record quantities for monthly pay estimates.
7. Attend weekly construction scheduling meetings.
8. Coordinate any necessary design changes in the field with Bolton & Menk's design team and/or the City's project manager.

For budgeting purposes, we are assuming that full-time observation will be necessary for 55 hours per week for a duration of 26 weeks. This assumption includes a start date in early May and a substantial completion date in late October.

Task 5.5 – Punch List and Closeout Support

The Construction Project Representative will also attend the final project walk-through for review of substantially completed work and assist with development of the project punch list. Once the punch list is created, Bolton & Menk will follow up with the Contractor and inspect the work as it is completed to work towards closeout of the project. Bolton & Menk understands that the final punch list work and project closeout will likely go beyond the substantial completion date into November 2024 and possibly into the following Spring of 2025, so a budget has been included for this work in addition to the weekly observation needs during the anticipated construction season.

Task 5.6 – As-Built Survey

Bolton & Menk will collect as-built survey information on the installed storm sewer components, including elevation data on installed pipes, and installed watermain components, including elevation data on installed hydrants and locations of curb stops. This information will be incorporated into an as-built plan set, along with construction notes collected by the City and furnished to us, following construction.

PROPOSED FEES

A detailed cost breakdown including hours is shown on the attached Detailed Fee Estimate. Our total proposed hourly not-to-exceed fee for this task is $343,320.

DETAILED FEE ESTIMATE - PROPOSAL

Client: City of Plymouth
Project: Birchwood Estates Street Reconstruction

WORK TASK DESCRIPTION	Principal-in-Charge/Project Manager	Sr. Project Engineer	Communications Specialist	Water Resources Engineer	Engineering Design Technician	Design Engineer	Construction Project Representative	GIS Specialist	Principal Land Surveyor	Survey Crew chief	Survey Technician	Administrative/ Clerical	Inderect Expense or Lump Sum Fee	Total Hours	Total Cost
HOURLY RATE	$211	$181	$129	$166	$141	$141	$133	$151	$201	$189	$141	$106			
1.0 Data Collection									Part of Previous Proposal						
2.0 Feasibility Report									Part of Previous Proposal						
3.0 Public Engagmenet, Meetings, & Coordination									Part of Previous Proposal						
4.0 Final Design & Bidding									Part of Previous Proposal						
5.0 Construction Phase Services															
5.1 Construction Staking									40	300	90	4		434	$ 77,854
5.2 Shop Drawing Review and Construction Phase Startup	20	40		10	10	10						12		102	$ 17,212
5.3 Construction Phase Administrative Support	40	80	20	10	20							16		186	$ 31,676
5.4 Construction Observation (26 Weeks @ 55 Hours/Week)							1430							1430	$ 190,190
5.5 Punch List and Closeout Support							80							80	$ 10,640
5.6 As-Built Survey & Record Drawings	2	4				16	16	2	4	40	8	4		96	$ 15,748
SUBTOTAL HOURS - TASK 6	62	124	20	20	30	26	1526	2	44	340	98	36	0	2328	$ 343,320.00
Amount Previously Authorized	**118**	**334**	**14**	**144**	**406**	**372**		**10**	**7**	**56**	**28**	**68**	**$2,300.00**	**1557**	**$ 222,438.00**
Proposed Amendment Amount (Task 5)	**62**	**124**	**20**	**20**	**30**	**26**	**1526**	**2**	**44**	**340**	**98**	**36**		**2328**	**$ 343,320.00**
Total Proposed to Date	**180**	**458**	**34**	**164**	**436**	**398**	**1526**	**12**	**51**	**396**	**126**	**104**		**3885**	**$ 565,758.00**

CITY OF PLYMOUTH

RESOLUTION NO. 2024-120

RESOLUTION ORDERING IMPROVEMENT FOR THE BIRCHWOOD ESTATES STREET RECONSTRUCTION PROJECT (ST249001)

WHEREAS, the City Council adopted a resolution on the 23rd day of January, 2024, which fixed a date for the council hearing on the proposed improvement located on 4th Avenue from Vicksburg Lane to Comstock Lane, 5th Avenue from Weston Lane to the western dead end, Black Oaks Lane from 5th Avenue to the southern dead end, Comstock Lane from 4th Avenue to the northern cul-de-sac, and Weston Lane from 4th Avenue to 5th Avenue by reconstruction of streets, installation of concrete curb and gutter, water main, and storm sewer, sanitary sewer repairs, water quality improvements, and all necessary appurtenances; and

WHEREAS, a minimum of 10 days mailed notice and two weeks published notice of the hearing was given and the hearing was held thereon the 26th day of March, 2024, at which all persons desiring to be heard will be given an opportunity to be heard thereon.

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

1. Such improvement is ordered as proposed in the Council resolution adopted March 26, 2024.

2. The City Council declares its official intent to reimburse itself for the costs of the improvement from the proceeds of the tax exempt bond or other identified sources for this project.

APPROVED by the City Council on this 26th day of March, 2024.

CITY OF PLYMOUTH

RESOLUTION NO. 2024-121

RESOLUTION ADOPTING ASSESSMENTS FOR THE BIRCHWOOD ESTATES STREET RECONSTRUCTION PROJECT (ST249001)

Whereas, pursuant to proper notice duly given as required by law, the City Council has met and heard and passed upon all objections to the proposed assessment for the improvement located on 4th Avenue from Vicksburg Lane to Comstock Lane, 5th Avenue from Weston Lane to the western dead end, Black Oaks Lane from 5th Avenue to the southern dead end, Comstock Lane from 4th Avenue to the northern cul-de-sac, and Weston Lane from 4th Avenue to 5th Avenue by reconstruction of streets, installation of concrete curb and gutter, water main, and storm sewer, sanitary sewer repairs, water quality improvements, and all necessary appurtenances.

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is found to be benefited by the proposed improvement in the amount of the assessment levied against it.

2. Such assessments between $0 and $5,000 shall be payable in equal annual installments extending over a period of 5 years, the first of the installments to be payable on or before the first Monday in January 2025, and shall bear the interest rate of 3.97% per annum for a 5-year assessment period. Therefore, the first installment shall be added interest on the entire assessment from November 1, 2024 until December 31, 2025. To each subsequent installment when due shall be added interest for one year on all unpaid installments.

3. Such assessments between $5,001 and $10,000 shall be payable in equal annual installments extending over a period of 10 years, the first of the installments to be payable on or before the first Monday in January 2025, and shall bear the interest rate of 4.00% per annum for a 10-year assessment period. Therefore, the first installment shall be added interest on the entire assessment from November 1, 2024 until December 31, 2025. To each subsequent installment when due shall be added interest for one year on all unpaid installments.

4. Such assessments over $10,000 shall be payable in equal annual installments extending over a period of 15 years, the first of the installments to be payable on or before the first Monday in January 2025, and shall bear the interest rate of 4.53% per annum for a 15-year assessment period. Therefore, the first installment shall be added interest on the entire assessment from November 1, 2024, until December 31, 2025. To each subsequent installment when due shall be added interest for one year on all unpaid installments.

5. The owner of any property so assessed may, at any time prior to certification of the assessment to Hennepin County, pay the whole of the assessment on such property with interest accrued to the date of payment to the City of Plymouth Finance Department, except that no interest shall be charged if the entire assessment was paid by October 31, 2024 and the property owner may at any time thereafter, pay the City of Plymouth Finance Department the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made by November 15 or interest will be charged through December 31 of the next succeeding year. The owner of any property so assessed may also, until October 31, 2024, make a partial payment of a least $100 to the City of Plymouth Finance Department. The remaining unpaid balance will be certified as the new assessment amount. The owner may also at any time prior to November 15, of any year, pay the remaining unpaid principal balance with interest accrued to November 15 of the year in which such prepayment is made.

6. The Clerk shall forthwith transmit a certified duplicate of this assessment to Hennepin County to be extended on the property tax lists of the County. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

The total cost of the improvement assessed by this resolution is $872,942.76.

APPROVED by the City Council on this 26th day of March, 2024.

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) SS.

The undersigned, being the duly qualified and appointed Deputy 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 March 26, 2024 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 _____, _____.

_____
Deputy City Clerk

CITY OF PLYMOUTH

RESOLUTION NO. 2024-122

RESOLUTION AWARDING CONTRACT AND APPROVING SUPPLEMENTAL AGREEMENT FOR THE BIRCHWOOD ESTATES STREET RECONSTRUCTION PROJECT (ST249001)

WHEREAS, pursuant to an advertisement for bids for the Birchwood Estates Street Reconstruction Project, bids were received, opened and tabulated according to state law, and the following bids were received complying with the advertisement:

Contractor	Total Bid
Ryan Contracting Co.	$4,266,345.90
RL Larson Excavating, Inc.	$4,391,432.85
Northwest Asphalt, Inc.	$4,402,281.00
Veit & Company, Inc.	$4,411,885.04
LaTour Construction, Inc.	$4,418,416.83
Northdale Construction Co., Inc.	$4,468,669.30
S. R. Weidema, Inc.	$4,474,303.50
GMH Asphalt Corporation	$4,629,193.92
Geislinger & Sons, Inc.	$4,864,871.50
Kuechle Underground, Inc.	$4,908,610.61
New Look Contracting, Inc.	$4,932,897.75
Park Construction Co.	$4,939,582.38
Engineers Estimate	*$5,232,977.50*

WHEREAS, Ryan Contracting Co. of Elko, MN, is the lowest responsible bidder, complying with the minimum qualifications; and

WHEREAS, the City Engineer recommends awarding the project to Ryan Contracting Co.; and

WHEREAS, Bolton & Menk, Inc. has been designated as engineer for the project; and

WHEREAS, staff believes it to be in the best interest of the city to approve the supplemental agreement with Bolton and Menk, Inc. to provide construction engineering services including inspection, construction surveying, and administration support at an additional cost of $343,320.

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

1. The Mayor and City Manager are authorized and directed to enter into the contract with Ryan Contracting Co. of Elko, MN, in the name of the City of Plymouth for the Birchwood Estates Street Reconstruction Project according to the plans and specifications therefore

approved by the City Council and on file in the office of the City Engineer in the amount of $4,266,345.90.

2. The Supplemental Agreement with Bolton & Menk, Inc. is hereby approved at an additional cost of $343,320.

3. The total cost of the project is $5,363,411.17 and includes the improvements in the amount of $4,266,345.90, engineering, inspection, and administration in the amount of $858,527.97, easement acquisition in the amount of $25,250, and 5% contingency in the amount of $213,317.30.

BE IT FURTHER RESOLVED, that the project would be funded from the Street Reconstruction Fund ($2,366,680.63), special assessments ($872,942.76), the Water Fund ($1,340,084.23), the Water Resources Fund ($700,000), and the Sewer Fund ($83,733.55).

APPROVED by the City Council on this 26th day of March, 2024.

City of Plymouth

Agenda Number: **8.1**

Regular City Council

March 26, 2024

To: Dave Callister, City Manager

Prepared by: Amy Gottschalk, Office Support Lead/Deputy City Clerk

Reviewed by: Jodi Gallup, City Clerk/Administrative Coordinator

Item: **Approve amended appointments for Deputy Mayor, Council Coordinating Representatives and other agency appointments for 2024**

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1. Action Requested:

Discuss amended appointments and adopt attached resolution amending appointments for Deputy Mayor, Council Coordinating Representatives and other agency appointments for 2024.

2. Background:

On January 9, City Council adopted the annual 2024 deputy mayor, council coordinating representatives and other agency appointments. With the changes in office for Ward 1 and Ward 3, council should adopt an amended resolution filling the highlighted vacancies.

3. Budget Impact:

N/A

4. Attachments:

Role of Council Coordinating Representative
City Council Resolution 2024-123

Role of Council Coordinating Representative

The City of Plymouth is a home rule charter city operating under the Council-Manager form of government. Under this plan the City Council is the policy-establishing legislative body. To assist in obtaining information required to make policy decisions, the City Council is advised by voluntary advisory commissions. To be well informed, the Council must also maintain a close liaison between itself and other organizations, agencies and governmental bodies serving City residents. Consequently, the Council has deemed it appropriate to establish Council Coordinating Representatives (CCR's). Each Councilmember is assigned as a CCR to one or more bodies annually, generally in January.

The singular, essential function of a CCR is to assure two-way communication between the City Council and the body to which the Council member serves as CCR. In performing this function, the CCR must be both a listener and communicator. To keep the Council appropriately advised of that body's activities, the Council member must be aware of issues which have or will be facing the body, the objectives of the organization, its resources and other matters which might influence the organization's ability, desire, or capacity to accomplish its day-to-day ends. With this information, the CCR is able to both provide the Council with information and actions taken by the body, as well as an appreciation for why or how those actions took place, and what may be expected in the future.

The CCR must also be a good listener to advise the Council of the impact of its actions, positions, plans or lack of action upon that respective body. This is essentially a matter of maintaining a high degree of trust and cooperation.

A CCR is also responsible for advising the body of the City Council's positions on various issues, and the impact that the body's action may have on the City.

To be an effective CCR, the Council member should periodically expect to provide other Councilmembers with a short verbal report to keep them advised of the actions or conditions affecting the body or agency they represent.

CITY OF PLYMOUTH

RESOLUTION NO. 2024-123

RESOLUTION AMENDING APPOINTMENTS FOR DEPUTY MAYOR, COUNCIL COORDINATING REPRESENTATIVES AND REPRESENTATIVES TO OTHER AGENCIES

BE IT RESOLVED by the Plymouth City Council that the following amended appointments are made for 2024:

Board/Commission/Agency	2024 Appointments	2024 Amended Appointments
Deputy Mayor	Willis	Willis
Planning Commission	Pointner	Pointner
Park & Recreation Advisory Commission	Davis	Cesnik
Environmental Quality Committee	Gregor	Gregor
Housing and Redevelopment Authority	Wosje	Wosje
School District 279 (Osseo)	McGregor	Nelson
School District 281 (Robbinsdale)	Pointner	Pointner
School District 284 (Wayzata)	Gregor	Gregor
School District 270 (Hopkins)	Davis	Cesnik
Municipal Legislative Commission (one elected and one appointed)	Wosje (elected) Callister (appointed)	Wosje (elected) Callister (appointed)
Northwest Suburban Cable Comm. (one elected and one appointed)	Willis (elected) Kastner (appointed)	Willis (elected) Kastner (appointed)
Northwest Suburbs Community Access Corp.	Kastner	Kastner
Suburban Rate Authority	McGregor (elected) Thompson (alternate)	Nelson (elected) Thompson (alternate)
Plymouth Civic League	Wosje	Wosje
Suburban Transit Association	Peterson (elected) Gregor (elected alternate)	Peterson (elected) Gregor (elected alternate)

APPROVED by the City Council on this 26th day of March, 2024.

City of Plymouth

Agenda Number: **9.1**

Regular City Council

March 26, 2024

To: Dave Callister, City Manager

Prepared by: Amy Gottschalk, Office Support Lead/Deputy City Clerk

Reviewed by: Jodi Gallup, City Clerk/Administrative Coordinator

Item: **Set future study sessions**

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1. Action Requested:

Schedule study sessions and/or add topics as desired. Calendars are attached to assist with scheduling.

2. Background:

Pending study session topics (at least three council members have approved the following study items on the list):
- None at this time.

Other council requests:
- None at this time.

Staff requests for special meeting topics and/or changes:
- Schedule inclusionary housing policy discussion and PUD discussion on April 9 at 5 p.m.
- Schedule State of the Water/Sewer presentation on April 23 at 5 p.m.
- Schedule DMO Strategic Plan discussion on May 14 at 6 p.m.

3. Budget Impact:

N/A

4. Attachments:

April
May
June

City of Plymouth

April 2024

SUN	MON	TUES	WED	THUR	FRI	SAT
	1	2	3 7:00 PM PLANNING COMMISSION MEETING Council Chambers	4	5	6
7	8	9 7:00 PM REGULAR COUNCIL MEETING Council Chambers	10 7:00 PM ENVIRONMENTAL QUALITY COMMITTEE MEETING Medicine Lake Room	11	12	13
14	15	16	17 7:00 PM PLANNING COMMISSION MEETING Council Chambers	18	19	20
21	22	23 7:00 PM REGULAR COUNCIL MEETING Council Chambers	24	25 7:00 PM HOUSING AND REDEVELOPMENT AUTHORITY MEETING Council Chambers	26	27
28	29	30				

City of Plymouth

May 2024

SUN	MON	TUES	WED	THUR	FRI	SAT
			1 7:00 PM PLANNING COMMISSION MEETING Council Chambers	2	3	4
5	6	7	8 7:00 PM ENVIRONMENTAL QUALITY COMMITTEE MEETING Medicine Lake Room	9	10	11
12	13	14 7:00 PM REGULAR COUCIL MEETING Council Chambers	15 7:00 PM PLANNING COMMISSION MEETING Council Chambers	16	17	18
19	20	21	22	23 7:00 PM HOUSING AND REDEVELOPMENT AUTHORITY MEETING Council Chambers	24	25
26	27 MEMORIAL DAY CITY OFFICES CLOSED	28 7:00 PM REGULAR COUCIL MEETING Council Chambers	29	30	31	

City of Plymouth

June 2024

SUN	MON	TUES	WED	THUR	FRI	SAT
						1
2	3	4	5 7:00 PM PLANNING COMMISSION MEETING Council Chambers	6	7	8
9	10	11 7:00 PM REGULAR COUNCIL MEETING Council Chambers	12 7:00 PM ENVIRONMENTAL QUALITY COMMITTEE MEETING Medicine Lake Room	13 6:00 PM PARK & REC ADVISORY COMMISSION MEETING Council Chambers	14	15
16	17	18	19 JUNETEENTH CITY OFFICES CLOSED	20	21	22
23 30	24	25 7:00 PM REGULAR COUNCIL MEETING Council Chambers	26 7:00 PM PLANNING COMMISSION MEETING Council Chambers	27 7:00 PM HOUSING AND REDEVELOPMENT AUTHORITY MEETING Council Chambers	28	29