

(RECAP AGENDA)
CITY OF PLYMOUTH
AGENDA
REGULAR COUNCIL MEETING
FEBRUARY 23, 2016, 7:00 p.m.

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 for future report.*
4. **PRESENTATIONS AND PUBLIC INFORMATION ANNOUNCEMENTS**
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. (Approved)*
 - 6.01 Approve proposed City Council Minutes
 - 6.02 Approve disbursements (Res2016-043)
 - 6.03 Approve application of Supervalu, Inc. for Tobacco License at Rainbow Foods, 16705 County Road 24 (Res2016-044)
 - 6.04 Approve purchase of replacement jetter/sewer vacuum and hydro excavation unit (Res2016-045)
 - 6.05 Approve master subscriber agreement with the Minnesota Judicial Board for access to Minnesota Court Information System (Res2016-046)

- 6.06 Approve plans and specifications and order advertisement for bids for 2016 Sanitary Sewer Lining project (16009 – Res2016-047)
- 6.07 Award contract for 2016 Street Sweeping Program (16013 – Res2016-048)
- 6.08 Approve Temporary On-Sale Liquor application for the Plymouth Arts Council (Res2016-049)
- 6.09 Approve name of neighborhood park (Aspen Ridge) by Aspen Hollow development (Res2016-050)
- 6.10 Accept Parks and Recreation Advisory Commission’s 2016 Work Plan
- 6.11 Accept Planning Commission’s 2016 Work Plan
- 6.12 Award contract for Parkers Lake tennis court rehabilitation project (40059 – Res2016-051)
- 6.13 Adopt Ordinance amending Section 1016 of the City Code concerning fees at the Plymouth Creek Center Fieldhouse (Ord2016-03, Res2016-052)
- 6.14 Adopt Ordinance amending Section 1016 of the City Code concerning fees at Millennium Garden and Plymouth Creek Center and amendments to Millennium Garden and Plymouth Creek Center Policies (Ord2016-04, Res2016-053, Res2016-054)
- 6.15 (Item was removed from the Consent Agenda and placed under General Business as item No. 8.03)
- 6.16 Approve asphalt bid for park trails, parking lots and hardscape surface repairs for 2016 and 2017 (Res2016-055)

7. PUBLIC HEARINGS

8. GENERAL BUSINESS

- 8.01 Consider parking lot improvements at Plymouth Ice Center and Life Time Fitness (40044 – Res2016-056) **(Approved)**

- 8.02 Consider approving agreements with Xcel Energy, State of Minnesota and Canadian Pacific Railway and awarding contract for the Vicksburg Lane reconstruction and expansion project (16001 – Res2016-057, Res2016-058) **(Approved)**

- 8.03 Consider updated Utility Trunk Fund Study and Ordinance Amending Section 1015.19 of the City Code regarding Water and Sewer Area and Connection (REC) charges (Ord2016-05, Res2016-059) *(previously item No. 6.15)* **(Approved)**

9. REPORTS AND STAFF RECOMMENDATIONS

10. ADJOURNMENT

February 23, 2016 – Presented to Plymouth City Council

Mayor Slavik, Council Members Johnson, Carroll, Willis, Wosje, Prom and Beard:

My name is David Christopherson. Almost ten years ago my wife and I moved to 4175 Yuma Lane North . . . on the south side of . . . and facing Old Rockford Road, three blocks west of Vicksburg. For the past nine years I've been serving on the Board of Directors and as Treasurer of Summer Creek Homeowner Association.

Twelve days ago I and three other association members attended an Open House hosted by Director of Parks & Recreation, Diane Evans, to learn about the proposed trail expansion along Old Rockford Road. We had the opportunity to speak then with Council Member Ned Carroll, and with PRAC Commissioners Greg Anderson and Tricia DeBleekere. At the Parks and Recreation Commission meeting that followed the Open House, the Vice President of our HOA, Carmen Castaneda, spoke for all of us; and the next day, February 12th, I sent an e-mail to Director Evans, Commissioners Anderson and DeBleekere, and to Council Member Carroll.

The gist of that e-mail, that echoed the sentiments expressed orally by Vice President Castaneda the night before, were:

- 1) All the owners of the 11 townhomes in our association believe that the Old Rockford Road trail extension could be an excellent addition. In particular, our residents would value greatly a new way to cross safely from Yuma Lane to Xene without having to walk on the extremely narrow gravel shoulder of the Old Rockford Road Bridge that spans a creek.
- 2) However, unless significant modifications are made to the plan being proposed, we fear that we will lose the privacy, safety, beauty, road-noise-abatement, and dust-mitigation benefits that we now enjoy. Specifically, along the south side of Old Rockford Road – extending 75 yards westerly from the western edge of Yuma Lane – are now growing: six legacy spruce trees, averaging more than 40 feet in height; two jack-pine trees averaging 50 feet in height; two medium-sized spruce trees that our association's members planted eight years ago; and three small 8-foot spruce trees that we planted last fall.
- 3) Even though we understand that *some* of these trees may not fall entirely within the boundaries of Summer Creek's out-lot, over the past ten years we have tended to all these trees with special care, since we view them as being among our community's most valuable assets. We have planted, treated, pruned, wrapped, mulched, and watered them – both by hand and with our underground sprinkler system, spending thousands of dollars on them. All the while we have also kept the boulevard between Old Rockford Road and our private road weed-free, fertilized, and well-manicured.
- 4) We were particularly gratified on February 11th to hear Director Evans express her personal interest in preserving as many trees as possible. Also, during both the Open House and the PRAC meeting that evening, it gave us hope to hear from Commissioners Anderson and DeBleekere that they thought that modifications to at least portions of the 75-yard stretch of the planned trail (that would run directly in front of the front-doors, front-patios, kitchens, and upstairs bedrooms of five of our 11 homes) should be considered. Among the potential accommodations I heard discussed during the open house were:
 - a. - seeking a variance from Hennepin County to narrow a small portion of the new trail that we learned now calls for a *12-foot* width;
 - b. - using lighter weight grading equipment to preserve as many of our trees as possible;

- c. - pruning off the bottom 10 feet of the limbs on the northern sides of the legacy spruce trees;
- d. - transplanting the smaller trees farther away from Old Rockford Road;
- e. - adding new trees and/or a fence or wall, and
- f. - shifting a small portion of Old Rockford Road a few feet to the north during the resurfacing work that is also planned also for this summer.

That kind of creative thinking might lead to solutions that could save the City of Plymouth money on this project. And I hoped that accommodations could minimize the loss in market values we expect will be incurred by not only our five homes closest to Old Rockford Road, but even by the other six homes in our association, if we lost most of our trees.

However, last Thursday, February 18th, City of Plymouth Forester Paul Buck visited with our HOA's Vice President Castaneda. He told her that the worst-case scenario we had seen depicted at the Open House on the 11th was no longer the absolute worst possible case, saying that we would now have to lose not only all the trees depicted on the map we saw, but also all of the beautiful 25-foot maple trees that line our private road. These lie closest to our homes, are farthest away from Old Rockford Road, and fall unquestionably within the boundaries of Summer Creek HOA. He noted that our homes would, unfortunately, be the most negatively impacted ones under the latest trail-expansion plan being proposed.

Mr. Buck said that we should tour a site along Lancaster Lane near Rockford Road and Highway 169 to see what might be planned for us. My wife and I drove past that area this past weekend. Because it is set back a long way from Rockford Road, its sparsely populated small deciduous and conifer plantings might work there (even though they look scrawny and cheap to me, after three years of growth). A similar planting plan for our area west of Vicksburg would be completely unsuitable for the 75-yard stretch in front of our properties that lie so close to a busy road.

So I respectfully make three requests of the Council before any plan for the Old Rockford Road trail expansion is finalized and approved:

- 1) Send to Summer Creek HOA as soon as possible all legal documents and detailed maps that the City believes establish its limits and boundaries of authority to build a trail extension in front of our homes along Old Rockford Road.**
- 2) Ask the City Engineer, as well as the City Forester and Hennepin County, to work with us to come up with a new plan to minimize our losses.**
- 3) Give us written assurance that the walking path across the creek that runs between Yuma Lane and Xene will be completed before any tree-removal or construction begins along the 75-yard stretch of property in front of our homes.**

Thank you for your most thoughtful and caring consideration.



David L. Christopherson, Treasurer – Summer Creek HOA
 4175 Yuma Lane North
 Plymouth, MN 55446
summercreekhomeowners@gmail.com
 (612) 578-4732

**Proposed Minutes
Regular City Council Meeting
February 9, 2016**

Mayor Slavik 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 February 9, 2016.

COUNCIL PRESENT: Mayor Slavik, Councilmembers Johnson, Beard, Willis, Carroll, and Prom.

ABSENT: None.

Staff Present: City Manager Callister, Administrative Services Director Fischer, Community Development Director Juetten, Public Works Director Cote, Park and Recreation Director Evans, Public Safety Director Goldstein, Fire Chief Coppa, Water Resources Manager Asche, City Attorney Knutson, and City Clerk Engdahl.

Presentations and Public Information Announcements

(4.01) Recognize Board and Commission Members

Mayor Slavik presented certificates of appreciation to outgoing board and commission members, Terry Cheng from the Charter Commission; Kristian Stoeckel from the Environmental Quality Committee; and Councilmember Jim Willis from the Housing and Redevelopment Authority.

(4.02) Hennepin County Update

Hennepin County Commissioner Jeff Johnson provided an update regarding Hennepin County's 2016 budget and property tax increase, 2040 Comprehensive Plan, and changes needed in the child protection areas.

Mayor Slavik commented on the importance of addressing the Rockford Road bridge, repair of retaining walls along County Road 6, and County Road 24 pedestrian trail. She expressed the City's appreciation to Hennepin County for funding miracle playfield and Commissioner Johnson's partnership with the City.

Plymouth Forum

Mike Keegan, 16605 53rd Avenue North, voiced his concerns relating to the unintentional flooding of an area in The Reserve at Spring Meadows, Kirkwood Addition, and his hope that viable trees can be saved in this area. He provided the Council with photographs and explained

that by summer of 2014, this area was partially flooded. At that time, only several homes had been constructed so he believed that irrigation systems would not have caused the flooding.

Mr. Keegan stated in April 2015, he noticed the trees were not blooming so he contacted Water Resources Manager Asche who did a site inspection and Lennar regarding the problem. He described the location of pond overflow drains and stated his belief that drainage which used to flow over Dunkirk Lane before it was paved is now becoming trapped in this area, resulting in the trees dying.

By mid-July of 2015, many residents contacted the City and developer. In the fall, the City evaluated the trees and decided many were no longer viable and should be removed. Because the site was saturated, it was decided to perform work when the ground was frozen. With the City's permission, the developer brought in heavy equipment and graded the area to the west of the holding pond and constructed a surrounding berm. Before the developer removed the flooded trees, neighboring residents interceded to ask the City to delay that action pending their discussions with the Lennar to find a better solution.

Mr. Keegan stated the neighboring residents and one perspective buyer met with Lennar and asked them to increase the number of trees to be planted, remove what the City deemed as a hazard to the sidewalk or street, correct the faulty overflow drain under Dunkirk Lane, and assume all financial responsibility including trees that need to be removed in the future. He explained that while Lennar agreed to all of these points, they have indicated the City will not allow them to drain the wetland. He stated he takes issue because the request is to restore the area to what existed two years ago, which was not a wetland, and preserve viable trees as they provide an invaluable noise and screening barrier. He noted their property values are suffering and he believes the City has discretion to make adjustments to the overflow drain so it can perform as designed. He requested the City to act expeditiously to engage whatever resources are required to allow Lennar to proceed with the drainage correction before the spring thaw.

Mayor Slavik stated she and Councilmember Johnson would be happy to meet with the neighbors and developer to discuss this issue. She requested Mr. Keegan to provide a list of dates to staff that would work for the neighbors to meet.

Approval of Agenda

Item No. 6.06 was removed due to change in selection of dates for the events, item No. 6.01 included a correction on a page of meeting minutes and, item No. 8.02 included an amended list of Study Sessions topics to be scheduled.

Motion was made by Councilmember Willis, and seconded by Councilmember Prom, to approve the agenda as amended. With all members voting in favor, the motion carried.

Consent Agenda

By request of Councilmember Prom, item No. 6.07 was removed from the Consent Agenda and placed under General Business as item No. 8.03.

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

- (6.01) Special and Regular Council Meeting Minutes of January 26, 2016.
- (6.02) Resolution Approving Disbursements ending January 30, 2016 (Res2016-032).
- (6.03) Resolution Accepting Utilities for Continual Maintenance for Brynwood 2nd Addition (2015027 - Res2016-033), Resolution Accepting Streets for Continual Maintenance for Trillium Woods Addition (2008085 – Res2016-034), Resolution Accepting Streets for Continual Maintenance for Hampton Hills 5th Addition (2012102 – Res2016-035), and Resolution Accepting Streets for Continual Maintenance for Creek Ridge of Plymouth Addition (2013018 – Res2016-036).
- (6.04) Resolution Approving an Encroachment Agreement for Retaining Walls on Lots 8 and 10, Block 1, Enclave on Greenway (Res2016-037).
- (6.05) Resolution Approving Request for Payment No. 3 and Final for 2015 Sanitary Sewer Lining Project (15018 - Res2016-038).
- (6.06) (This item was removed from the agenda).
- (6.07) (This item was removed from the Consent Agenda and placed under General Business as item No. 8.03).
- (6.08) Resolution Approving Change Orders No. 2, 3, and 4 for Peony Lane North of Schmidt Lake Road (10015 - Res2016-039).
- (6.09) Resolution Approving Expenditure from the DWI Resource Fund for installation of Garage Door Opener at County Road 101 Water Tower (Res2016-040).

With all members voting in favor, the motion carried.

Public Hearings

There were no public hearings.

General Business

(8.01) Resolution Approving Concurrent Detachment and Annexation of Land for the Just for Kix property (2015102) (Tabled from January 26, 2016)

Community Development Director Juetten stated at the January 26, 2016 Council meeting, staff was directed to draft a resolution for concurrent detachment and annexation of the subject land to the City of Medina. He reported that the City of Medina is considering a similar resolution on February 16, 2015. If both resolutions are approved, the City of Medina will submit them to the Chief Administrative Law Judge to finalize the process for detachment and annexation.

Motion was made by Councilmember Willis, and seconded by Councilmember Prom, to adopt a Resolution for Concurrent Detachment and Annexation of Land from the City of Plymouth to the City of Medina (Res2016-041). With all members voting in favor, the motion carried.

(8.02) Set Future Study Sessions

The Council scheduled or amended the following study sessions:

- February 16 Study Session agenda: Added 2016 Council goals and legislative priorities and departmental work plans.
- March 8 at 5:30 p.m.: Group home licensure.
- March 22 at 5:30 p.m.: Review of appeal process for massage licenses and Ordinance Amending Section 2.07 of the City Charter concerning Council vacancies.
- April 12: Quarterly update with City Manager following regular Council meeting.
- April 19 at 6 p.m.: EDA organizational meeting.
- April 26 at 5:30 p.m.: Medical cannabis ordinance.
- May 3 at 5:30 p.m.: Comprehensive Plan, draft vision, goals, and policies
- May 17 at 6 p.m.: Public Safety update e

(8.03) Agreement with the City of Maple Grove for the Pike Creek Gabion Repair and Drainage Improvement Project (previously item No 6.07)

At the request of Councilmember Prom, Water Resources Manager Asche described the Pike Creek Gabion repair to a failed gabion (dam-like structure comprised of rock) so the rate and flow of Pike Creek can again be controlled and sediment captured.

Motion was made by Councilmember Prom, and seconded by Councilmember Johnson, to adopt a Resolution Approving an Agreement with the City of Maple Grove for the Pike Creek Gabion Repair and Drainage Improvement Project (15010 - Res2016-042). With all members voting in favor, the motion carried.

Reports and Staff Recommendations

There were no reports and staff recommendations.

Adjournment

Mayor Slavik adjourned the regular meeting at 7:40 p.m.

Sandra R. Engdahl, City Clerk

Proposed Minutes Special Council Meeting February 16, 2016

Mayor Slavik called a Special Meeting of the Plymouth City Council to order at 6:00 p.m. in the Medicine Lake Room of City Hall, 3400 Plymouth Boulevard, on February 16, 2016.

COUNCIL PRESENT: Mayor Slavik, Councilmembers Willis, Carroll, Johnson, Prom, Wosje, and Beard.

ABSENT: None.

STAFF PRESENT: City Manager Callister, Administrative Services Director Fischer, Park and Recreation Director Evans, Economic Development Manager Parr, Public Works Director Cote, Fire Chief Coppa, Human Resources Manager Kone, Community Development Director Juetten, and City Clerk Engdahl.

Breweries, Taprooms, and Microdistilleries

As requested by staff, Council provided feedback in the following areas as it relates to taprooms and microdistilleries:

- Locations
- Hours
- 40/60 food/liquor ratio for on-sale liquor licenses (restaurants)

Staff was directed to prepare an ordinance amending the City Code regarding liquor regulations/classifications for a future Council meeting. This process would be followed by the planning process for applicable amendments to the Zoning Ordinance, specifically, where taprooms and microdistilleries would be permitted.

Council Goals and Legislative Priorities for 2016

The Council discussed their proposed goals and legislative priorities for 2016. These goals and legislative priorities will be placed on a future regular agenda for approval.

Departmental Work Plans for 2016

Since Council received the departmental work plans in the packet materials, staff briefly highlighted items in their respective departments for 2016.

Adjournment

Mayor Slavik adjourned the meeting at 8:45 p.m.

Sandra R. Engdahl, City Clerk

**REGULAR
COUNCIL MEETING**

February 23, 2016

To: Dave Callister, City Manager

Prepared by: Deb Luesse, Accounting Clerk

Reviewed by: Jodi Bursheim, Finance Manager

Item: Disbursements Ending February 13, 2016

1. ACTION REQUESTED:

Adopt the attached resolution to approve the disbursements for the period ending February 13, 2016.

2. BACKGROUND:

Attached is a list of city fund disbursements for the period ending February 13, 2016.

3. BUDGET IMPACT:

N/A

4. ATTACHMENTS:

Check Registers
Resolution

Invoice Expense Distribution for Period Ended 2/13/16 Council meeting 2/23/16

FUND	100	General Fund	212,515.35
	200	Recreation Fund	13,741.67
	210	Parker's Lake Cemetery Maint	0.00
	220	Transit System Fund	43,340.38
	234	Economic Development Fund	0.00
	250	Comm Dev Block Grant Fund	5,480.00
	254	HRA Section 8 Fund	706.49
	254	HAP Check Summary	227,104.08
	258	HRA General Fund	0.00
	300	1998C GO Activity Center	0.00
	304	1998B Shenandoah Debt Serv	0.00
	305	2004A GO Public Safety	0.00
	307	1998A-TIF #7-5A Rottland	0.00
	308	2005A TIF #1-1	0.00
	309	2007A Open Space Series	0.00
	310	2009A TIF #7-5A Refund 1998A	0.00
	311	2009B AC and FH Refunding	0.00
	312	2010A GO Open Space	0.00
	314	2012A GO Refunding 2004A	0.00
	315	2015A GO Open Space	0.00
	400	General Capital Projects Fund	23,935.84
	401	Minnesota State Aid Fund	0.00
	404	Community Improvement	0.00
	405	Park Replacement Fund	0.00
	406	Infrastruncture Replacement 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	210,177.13
	414	Shenandoah Administration	0.00
	415	Shenandoah Surplus	0.00
	417	Project Warranty Repairs	0.00
	418	Utility Trunk System Expansion	0.00
	420	Water Sewer Construction	84,667.33
	421	ENT-Water Resources Constrctn	7,962.10
	422	TIF 7-4 PTP Construction	0.00
	423	TIF 7-5 Rottlund (Const)	0.00
	424	TIF 7-6 Berkshire	75,942.86
	425	TIF Housing Assistance Program	0.00
	426	TIF 7-7 Stonecreek	80,766.99
	427	TIF 1-1 Shops at Plymth Crk	262.50
	428	TIF 1-2 Vicksburg Commons	6,152.39
	429	TIF HRA 1-3 Crossroads Station	126,344.67
	430	CON-Open Spaces Series 2007A	0.00
	431	CON-2010A Open Space	0.00
	432	TIF #7-8 Quest	0.00
	500	Water Fund	52,091.17
	510	Water Resources Fund	299,832.81
	520	Sewer Fund	5,773.72
	530	Solid Waste Management Fund	68,489.75
	540	Ice Center Fund	34,134.96
	550	Field House Fund	8,700.91
	600	Central Equipment Fund	6,951.33
	610	Public Facilities Fund	52,924.19
	620	Information Technology Fund	113,454.37
	630	Risk Management Fund	1,528.76
	640	Employee Benefits Fund	7,140.49
	650	Design Engineering	0.00
	660	Resource Planning	200.00
	800	Investment Trust Fund	0.00
	850	Plymouth Town Square	0.00
	851	Vicksburg Crossing	0.00

Total Invoice Expense Distribution: 1,770,322.24



Check Payment Register

01/31/2016 to 02/13/2016

Check EFT	Date Paid:		Amount:
02/05/2016	02/05/2016	MN Child Support Payment Ctr	\$1,088.41
Inv. 2016-00000032	02/05/2016	CHD SUP% - Child Support Percentage*	
<u>Item Description</u>			<u>Total Price</u>
02/05/2016 Deduction Child Support Percentage			\$241.18
02/05/2016 Deduction Child Support			\$442.54
02/05/2016 Deduction Child Support			\$116.28
02/05/2016 Deduction Child Support			\$288.41
02/01/2016	01/15/2016	US Bank Visa	\$9,930.38
Inv. 160115	01/15/2016	12.15.15/1.15.16 Jan'16 Credit Card charges	
<u>Item Description</u>			<u>Total Price</u>
SLUC - Monthly Meeting - Juetten, Thomson, Drill, Darling			\$160.00
Home Line - Landlord Guide to MN Law for HCV Program			\$30.00
Groth Music			\$212.30
Paypal - Zinghoppers Performance			\$125.00
Work Order Ave/Parking			\$238.80
Work Order Ave/Parking			\$10.00
supplies for senior movies			\$18.52
January 2016 Charges - Plza Mpls Parking			\$13.00
TW's Visa - FBI Membership Dues JH, CK & CS			\$255.00
TW's Visa - MN Chiefs Membership Dues MG&DP			\$450.00
Pub Ed materials			\$17.77
Repair Parts			\$64.35
Sales tax refund/Fram Visa			\$15.44
PayPal-IAPE-Membership Dues-Bevins			\$50.00
TLO Transunion-investigative tool			\$6.75
EXC ADV Las Vegas-Lodging while at Training-Smith			\$341.60
PayPal USPCA 12-K9 Membership			\$200.00
PAYPAL USPCA 12-Registration for Training			\$300.00
Southwest-Airfare to Training-Smith			\$325.46
PayPal South Metro-Registration for Training-Phillippe			\$425.00
Freedom-ice for water used at in-service			\$3.38
Lawmens-Force on Force Training Ammo			\$613.18
PAYPAL ILEETA-Memberships			\$150.00
Mankato City Center Hotel-Lodging while at Training			\$174.40
Mankato City Center Hotel-Lodging while at Training-Duncan			\$87.20
Flex A Chart magnetic tape for whiteboards			\$19.04
repair workout room - parts			\$216.49
repair workout room - parts			\$36.96
employee recognition catering			\$1,500.00
Sales tax refund/Reed Visa			\$18.44
MG's Visa - 2016 IACP Membership - MG			\$200.00
Jerrod Brunelle- CPSI Course and Exam			\$555.00
December 2015 Statement - 2016 MN DEED membership			\$625.00
Apple Developer Program			\$99.00
Ear Tips			\$21.72
Neopost Postage Increase			\$299.00
DTH Fire - Event Scheduling Software			\$75.00
Sales tax refund/Leiseth Visa			\$7.20
Pickleball Replacement Bags			\$54.00
Soccer Goal Replacement Bags			\$67.97
Franklin Covey product - planner 2016			\$57.45
Sales tax refund/Krey Visa			\$4.18
Vehicle certifications decals for commerical vehicles			\$204.50
Disc brakes and hub assembly for #698			\$540.75
Hardware for Model City			\$6.40
Hardware for Model City			\$91.53
International Association of Property and Evidence Training			\$600.00

Dues Association Minnesota Emergency Managers	\$130.00
Dues Metropolitan Emergency Managers Association	\$100.00
Sales tax refund/Plekkenpol visa	\$7.13
Phone case-Ipad cases	\$99.26
Sales tax refund/Newberger Visa	\$7.21

Check EFT	Date Paid: 02/01/2016	US Bank Visa	Amount:	\$9,659.22
Inv. 151231	01/15/2016	12.15.15/1.15.16 Dec'15 Cred card charges		

<u>Item Description</u>	<u>Total Price</u>
US Bank Visa - Event Prize Order	\$531.78
furniture	\$2,196.99
resource list printing	\$159.50
making keys	\$10.51
FreeNote Harmony- Pagoda Bell	\$3,304.00
TW's Visa MN Co Attorney - Forefeiture Forms	\$182.12
TW's Visa Varidesks - AH & MP	\$920.00
Sales tax refund/Koch Visa	\$38.71
US Bank - NYE Event Supplies 12/2015	\$42.80
US Bank - CC - FH Vistaprint 12/2015	\$31.99
Sales tax refund/Michaud Visa	\$2.33
Bob Topp's DTF CC - Luther Brookdale - Task Force Car Repairs	\$1,058.63
Plymouth BP - Gas for John Deere	\$16.68
Thrift Store - Buns for New Year's Eve Event	\$47.26
Sales tax refund/Topp visa	\$30.89
Hennepin County Health Conference	\$50.00
ammo bags for 30rd mags - botach	\$74.95
covert cell phone	\$130.96
	\$500.00
Evidence packaging supplies	\$329.12

Check 100514	Date Paid: 02/04/2016	LumenSigns/Anthony Reed	Amount:	\$4,470.00
Inv. 900171	02/02/2016	Balance Stn73 upper deck rplc broken pole light heads to LED		

<u>Item Description</u>	<u>Total Price</u>
Replace broken pole light heads to LED Station 73	\$4,470.00

Check 100515	Date Paid: 02/04/2016	3M	Amount:	\$4,443.00
Inv. TP76814	01/14/2016	1ea red/white sign film		

<u>Item Description</u>	<u>Total Price</u>
	\$331.50

Inv. TP76816	01/13/2016	14 var size rolls of sign film		
			<u>Total Price</u>	\$4,111.50

Check 100516	Date Paid: 02/04/2016	Action Fleet Inc	Amount:	\$41.25
Inv. 6012708	01/27/2016	Unit 1035 rplc/sply camera		

<u>Item Description</u>	<u>Total Price</u>
	\$41.25

Check 100517	Date Paid: 02/04/2016	Adam's Pest Control, Inc.	Amount:	\$171.76
Inv. 2364488	01/20/2016	Jan-Mar'16 IC Pest Control		

<u>Item Description</u>	<u>Total Price</u>
	\$97.56

Inv. 2368417	01/27/2016	Jan'16 PCC Pest Control		
			<u>Total Price</u>	\$74.20

Check 100518	Date Paid: 02/04/2016	Al's Coffee Company	Amount:	\$296.75
Inv. 125821	01/15/2016	IC Concession coffee,cream,cups resupply		

<u>Item Description</u>	<u>Total Price</u>
Items for resale in the concession stand	\$296.75

Check 100519	Date Paid: 02/04/2016	American Messaging Services LLC	Amount:	\$6.09
Inv. D2081166QB	02/01/2016	Feb'16 PD 1 pager rental		

<u>Item Description</u>	<u>Total Price</u>

Check 100520	Date Paid: 02/04/2016	Anchor Paper Company	Amount:	\$29.47
Inv. 3029302800	01/29/2016	1000sh pure white mohawk color copy		
<u>Item Description</u>			<u>Total Price</u>	\$29.47
Check 100521	Date Paid: 02/04/2016	Batteries Plus	Amount:	\$4.59
Inv. 021339254	01/12/2016	12v Alkaline battery		
<u>Item Description</u>			<u>Total Price</u>	\$4.59
12v Alkaline battery				
Check 100522	Date Paid: 02/04/2016	Bertelson One Source	Amount:	\$195.45
Inv. OE4129321	01/12/2016	4pk DVD-R discs, 3pk CDR		
<u>Item Description</u>			<u>Total Price</u>	\$174.13
4pk DVD-R discs, 3pk CDR				
Inv. WO1705401	01/11/2016	Garment Hook		
<u>Item Description</u>			<u>Total Price</u>	\$21.32
Garment Hook				
Check 100523	Date Paid: 02/04/2016	Bob Sable Services	Amount:	\$995.00
Inv. 226502	01/21/2016	1120 CR 101 N CDBG housing rehab loan		
<u>Item Description</u>			<u>Total Price</u>	\$995.00
CDBG housing rehab loan - 1120 Co Rd 101 N				
Check 100524	Date Paid: 02/04/2016	Bound Tree Medical LLC	Amount:	\$400.47
Inv. 82035321	01/22/2016	EMS supplies; gloves,multi-function defib pads, pediatric defib		
<u>Item Description</u>			<u>Total Price</u>	\$400.47
EMS Supplies				
Check 100525	Date Paid: 02/04/2016	Cargill Inc	Amount:	\$11,642.22
Inv. 2902640217	01/15/2016	137.68ton Treated Road Salt		
<u>Item Description</u>			<u>Total Price</u>	\$11,642.22
Treated Road Salt In# 2902640217, 2902643295				
Check 100526	Date Paid: 02/04/2016	Casillas Glass LLC	Amount:	\$5,200.00
Inv. 1774	01/28/2016	Replace 9 windows at FS 3		
<u>Item Description</u>			<u>Total Price</u>	\$5,200.00
Replace 9 windows at Fire #3				
Check 100527	Date Paid: 02/04/2016	CDW Government Inc	Amount:	\$280.86
Inv. BRK3349	01/11/2016	Cradle point IBR600 & Verizon Sim		
<u>Item Description</u>			<u>Total Price</u>	\$503.51
Cradle point IBR600 - 3454174				\$5.00
Verizon Sim - 3558560				
Inv. BSC1028	01/13/2016	Apple Ipad Pro smart keyboard/Callister		
<u>Item Description</u>			<u>Total Price</u>	\$166.97
Apple Smart Keyboard				
Inv. BSG3778	01/13/2016	5ea Apple 12w USB Power adapter & lightning to USB cable		
<u>Item Description</u>			<u>Total Price</u>	\$229.05
5ea Apple 12w USB Power adapter & lightning to USB cable				
Inv. BSV2068	01/15/2016	Plustek Mobileoffice Scanner		
<u>Item Description</u>			<u>Total Price</u>	\$66.41
Plustek Mobileoffice Scanner				
Inv. BWW0341	01/29/2016	Cr inv BQZ7140 Powertech		
<u>Item Description</u>			<u>Total Price</u>	(\$690.08)
Check 100528	Date Paid: 02/04/2016	CenterPoint Energy	Amount:	\$23,437.98
Inv. 800001473731215	01/14/2016	11.23/12.31.15 Heat Bill		
<u>Item Description</u>			<u>Total Price</u>	\$1,655.42
11.24/12.23.15 CC				\$2,220.94
11.25/12.28.15 PW				

11.23/12.22.15 LaCompt	\$101.66
11.24/12.23.15 Historical Society	\$140.87
11.24/12.23.15 FS2	\$477.12
11.23/12.22.15 Well 4	\$140.21
11.23/12.22.15 Ridgemount	\$53.41
11.23/12.22.15 CWP	\$628.68
11.24/12.23.15 FS1	\$480.39
11.30/12.31.15 Ice Center	\$5,788.42
11.23/12.22.15 ZWP	\$1,996.09
11.23/12.22.15 Pavilion	\$166.70
11.24/12.23.15 Bass Lake Plyfld	\$142.49
11.24/12.23.15 Reserve	\$62.77
11.30/12.31.15 PCC/Dome	\$5,937.89
11.25/12.28.15 FS3	\$1,045.81
11.24/12.23.15 Public Safety	\$1,911.39
11.23/12.22.15 WTP So	\$437.96
11.24/12.23.15 Pike LS	\$30.91
11.24/12.23.15 Imperial Hills LS	\$18.85

Check 100529	Date Paid: 02/04/2016	CenturyLink	Amount:	\$1,200.00
Inv. 1364727106	01/23/2016	12.24/1.23.16Internet, 1.24/2.23.16 Link Loop		
<u>Item Description</u>			<u>Total Price</u>	\$1,200.00

Check 100530	Date Paid: 02/04/2016	Comcast	Amount:	\$175.78
Inv. 02536960116	12/15/2015	12.22/1.21.16 IC wireless		
<u>Item Description</u>			<u>Total Price</u>	\$50.44
Inv. 02536960216	01/13/2016	1.22/2.21.16 IC wireless		
<u>Item Description</u>			<u>Total Price</u>	\$50.44
Inv. 07376150216	01/24/2016	Feb'16 CMCL wireless		
<u>Item Description</u>			<u>Total Price</u>	\$74.90

Check 100531	Date Paid: 02/04/2016	CommonBond	Amount:	\$6,152.39
Inv. 151231	12/31/2015	12/31/15 TIF 1-2 Vicksburg Commons Paygo Obligation		
<u>Item Description</u>			<u>Total Price</u>	\$6,152.39
TIF 1-2 Vicksburg Commons Paygo Obligation				

Check 100532	Date Paid: 02/04/2016	Compass Minerals/North American Salt	Amount:	\$1,761.15
Inv. 71434445	01/11/2016	24.02ton Bulk Road Salt		
<u>Item Description</u>			<u>Total Price</u>	\$1,761.15
Road Salt In# 71430620 & 71434445				

Check 100533	Date Paid: 02/04/2016	Continental Property Group Inc	Amount:	\$75,942.86
Inv. 151231	12/31/2015	12/31/15 TIF 7-6 Berkshire Paygo Obligation		
<u>Item Description</u>			<u>Total Price</u>	\$75,942.86
TIF 7-6 Berkshire Paygo Obligation				

Check 100534	Date Paid: 02/04/2016	Data 911/Hubb Systems	Amount:	\$167.00
Inv. SI104901	01/12/2016	Camera mounts		
<u>Item Description</u>			<u>Total Price</u>	\$80.00
Camera mounts				
Inv. SI104922	01/13/2016	3ea Mic Batteries		
<u>Item Description</u>			<u>Total Price</u>	\$87.00
Mic Batteries				

Check 100535	Date Paid: 02/04/2016	Discount Steel Inc	Amount:	\$1,504.81
Inv. 4053058	01/13/2016	Tubing for plow racks		
<u>Item Description</u>			<u>Total Price</u>	\$1,504.81
Tubing for plow racks In# 4053058				

Check 100536	Date Paid: 02/04/2016	DTS/Document Tech Solutions	Amount:	\$7,105.76
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Inv. 297219271	01/29/2016	1/22/16-2/22/16 Copier maintenance		
<u>Item Description</u>			<u>Total Price</u>	
Copier Contracts 1/22/16 - 2/22/16			\$7,105.76	
Check 100537	Date Paid: 02/04/2016	Ehlers & Associates Inc	Amount:	\$787.50
Inv. 69543	01/12/2016	10.14/10.15.15 TIF work session w/council		
<u>Item Description</u>			<u>Total Price</u>	
Inv# 69543 - Oct 20th wrk session w/Council - prepared a TIF 101			\$525.00	
Inv. 69544	01/12/2016	12.15.15 TIF 1-1 Administr		
<u>Item Description</u>			<u>Total Price</u>	
Inv# 69544 - TIF Administration 1-1			\$262.50	
Check 100538	Date Paid: 02/04/2016	Electric Pump	Amount:	\$2,602.45
Inv. 0057091IN	01/13/2016	Repairs to KSB pump #2 at Imperial Hills LS		
<u>Item Description</u>			<u>Total Price</u>	
Repairs to KSB pump #2 at Imperial Hills LS			\$466.50	
Inv. 0057096IN	01/14/2016	Repairs to KSB pump #2 at Imperial Hills LS		
<u>Item Description</u>			<u>Total Price</u>	
Repairs to KSB pump #2 at Imperial Hills LS			\$1,900.00	
Inv. 0057097IN	01/14/2016	Repairs to KSB pump #2 at Imperial Hills LS		
<u>Item Description</u>			<u>Total Price</u>	
Repairs to KSB pump #2 at Imperial Hills LS			\$235.95	
Check 100539	Date Paid: 02/04/2016	Emergency Response Solutions	Amount:	\$850.00
Inv. 5644	01/28/2016	10 5gl pails Chemguard Class A Plus		
<u>Item Description</u>			<u>Total Price</u>	
Firefighting Foam			\$850.00	
Check 100540	Date Paid: 02/04/2016	Factory Motor Parts Co	Amount:	\$335.35
Inv. 70257147	01/13/2016	Hub assy bearing		
<u>Item Description</u>			<u>Total Price</u>	
Hub assy bearing			\$79.44	
Inv. 70257220	01/14/2016	Motor		
<u>Item Description</u>			<u>Total Price</u>	
Motor			\$46.96	
Inv. 70257718	01/19/2016	12ea FVP diesel exhaust fluid 2.5gal		
<u>Item Description</u>			<u>Total Price</u>	
12ea FVP diesel exhaust fluid 2.5gal			\$95.88	
Inv. 70258006	01/20/2016	Brake pad set		
<u>Item Description</u>			<u>Total Price</u>	
			\$57.03	
Inv. 70258812	01/28/2016	12ea Transmission fluid		
<u>Item Description</u>			<u>Total Price</u>	
12ea Transmission fluid			\$56.04	
Check 100541	Date Paid: 02/04/2016	Fastenal Company	Amount:	\$5.94
Inv. MNPLY82491	01/14/2016	25 3/8-16x1 1/2 SSS CP		
<u>Item Description</u>			<u>Total Price</u>	
			\$5.94	
Check 100542	Date Paid: 02/04/2016	Fred Kolkman Tennis & Sport Surfaces LLC	Amount:	\$4,000.00
Inv. 2016008	01/11/2016	Parkers LK tennis court reconstr		
<u>Item Description</u>			<u>Total Price</u>	
Parkers Tennis Rehabilitation			\$4,000.00	
Check 100543	Date Paid: 02/04/2016	G&K Services Inc	Amount:	\$364.14
Inv. 1006499944	01/15/2016	01.15.16 PW/PM Uniform rentals/laundry		
<u>Item Description</u>			<u>Total Price</u>	
01.15.16 PW/PM Uniform rentals/laundry			\$325.64	
Inv. 1006500053	01/15/2016	1.15.16 Stn 73 rug/mat service		
<u>Item Description</u>			<u>Total Price</u>	
			\$38.50	
Check 100544	Date Paid: 02/04/2016	Gartner Refrigeration & Mfg	Amount:	\$3,136.00

Inv. 50165	01/15/2016	Replace Relief Valves - Rink C Compressor Room		
<u>Item Description</u>			<u>Total Price</u>	
Replace Relief Valves - Rink C Compressor Room			\$3,136.00	
Check 100545	Date Paid: 02/04/2016	Grainger	Amount:	\$632.53
Inv. 9933751795	01/07/2016	Ext pole,saw head pole,saw blads,measure container		
<u>Item Description</u>			<u>Total Price</u>	
			\$446.95	
Inv. 9938715803	01/14/2016	24 Lantern batteries		
<u>Item Description</u>			<u>Total Price</u>	
			\$59.28	
Inv. 9938978633	01/14/2016	3ea Braided connectors		
<u>Item Description</u>			<u>Total Price</u>	
3ea Braided connectors			\$47.25	
Inv. 9938978641	01/14/2016	Hand stretch wrap, ear muffs		
<u>Item Description</u>			<u>Total Price</u>	
			\$79.05	
Check 100546	Date Paid: 02/04/2016	Green Stuff Outdoor Services	Amount:	\$440.00
Inv. 160915	02/01/2016	Feb'16 Snow plowing		
<u>Item Description</u>			<u>Total Price</u>	
Snow plowing service Feb 2016 IN# 160915			\$440.00	
Check 100547	Date Paid: 02/04/2016	Greene Construction Inc	Amount:	\$3,885.00
Inv. 7878	01/26/2016	2751 Upland Ln dbl egress window/rehab loan		
<u>Item Description</u>			<u>Total Price</u>	
CDBG housing rehab loan - 2751 Upland Ln			\$3,885.00	
Check 100548	Date Paid: 02/04/2016	Hamel Lumber Inc	Amount:	\$77.65
Inv. 117454	12/31/2015	Screws		
<u>Item Description</u>			<u>Total Price</u>	
Screws			\$16.09	
Inv. 117507	12/31/2015	12ea 2x8 Cedar & mail box bottom		
<u>Item Description</u>			<u>Total Price</u>	
12ea 2x8 Cedar & mail box bottom			\$53.13	
Inv. 117518	12/31/2015	Mailbox & hardware		
<u>Item Description</u>			<u>Total Price</u>	
Mailbox & hardware			\$71.08	
Inv. 117535	01/04/2016	Cedar planks		
<u>Item Description</u>			<u>Total Price</u>	
Cedar planks			\$15.00	
Inv. 117542	01/04/2016	2ea spikes		
<u>Item Description</u>			<u>Total Price</u>	
2ea spikes			\$39.98	
Inv. 117570	01/06/2016	Mailbox & hardware		
<u>Item Description</u>			<u>Total Price</u>	
Mailbox & hardware			\$171.68	
Inv. 117824	01/27/2016	Screws & base board		
<u>Item Description</u>			<u>Total Price</u>	
Screws & base board			\$67.49	
Inv. 21527	12/31/2015	8ea plywood return; materials for Elm Creek		
<u>Item Description</u>			<u>Total Price</u>	
8ea plywood return; materials for Elm Creek			(\$356.80)	
Check 100549	Date Paid: 02/04/2016	Hennepin County Treasurer	Amount:	\$42,715.58
Inv. 1000068556	12/30/2015	CSAH 47 Lawndale Lane Signal Controller		
<u>Item Description</u>			<u>Total Price</u>	
CSAH 47 - Lawndale Lane Signal Controller - Invoice No. 10000685			\$42,715.58	
Check 100550	Date Paid: 02/04/2016	Hennepin County Treasurer	Amount:	\$261.46
Inv. 1000068558	12/30/2015	CSAH 47 & Lawndale maint		

<u>Item Description</u>				<u>Total Price</u>
CR 47 - Lawndale Signal Activation - Invoice No. 100068558				\$261.46
Check 100551	Date Paid: 02/04/2016	Henry's Waterworks Inc	Amount:	\$2,884.96
Inv. 18241	01/11/2016	Curbstop parts; copper flare corp stop,plug lid,pipe nipples		
<u>Item Description</u>				<u>Total Price</u>
Curbstop parts				\$2,884.96
Check 100552	Date Paid: 02/04/2016	Hillyard Inc - Minneapolis	Amount:	\$147.80
Inv. 700217264	01/11/2016	Repair parts for floor scrubber;squeegee blade kit & suction hose		
<u>Item Description</u>				<u>Total Price</u>
Repair parts for floor scrubber				\$147.80
Check 100553	Date Paid: 02/04/2016	Home Depot	Amount:	\$1,330.28
Inv. 160131	01/31/2016	Jan '16 Home Depot charges		
<u>Item Description</u>				<u>Total Price</u>
3ea Windshield deicer, 2ea odor absorbing gel				\$13.88
Flint spark lighter, putty scraper, putty knife, screwdriver				\$25.89
Pry Bar Set				\$9.97
WD40 & Twisted polypropylene truck rope				\$10.94
Screwdriver,pipe-thread sealant,nut w/washer,sink strainer				\$22.22
6ea 4x4x8				\$45.42
2pk padlock,electrical tape,yellow electrical tape				\$21.94
2ea Mach Screws				\$2.36
3ea Propane cylinder				\$8.91
3ea lysol wipes,8ea phone charger,3ea lightning cable				\$235.72
2ea Forged scraper/chopper, 2ea propane				\$45.94
6ea propane				\$21.00
Tining flux & quick link				\$6.19
Clip case cargo,split key ring,spring link				\$14.92
2ea duct tape				\$20.34
AC adapter to USB charger.9ea lightning cables,				\$129.67
3ea green spray paint, ratchet				\$27.58
8ea De-Icer Windshield wash				\$27.76
Anchor shackle				\$2.84
Pliers & hammer				\$23.55
3ea Simple Green all purpose cleaner,wipes,cascade				\$71.21
3ea PVC pipe, female adapter, male adapter, cleanout plug,				\$35.60
Retractable reel w/3 outlets,20amp 125-volt connector				\$46.87
Roller frame, brush, roller, roller tray,1gal protective enamel				\$42.73
Microwave, liquid nails, drywall screws, pipe cap, duct tape				\$148.01
6pk coin cell battery, AA8 quantum battery				\$21.95
Hex nipple, pipe bushing, elbow				\$7.55
5ea propane cylinder & 3a comet powder				\$20.41
4ea auto squeegee,spray paint,padlock				\$30.24
Master lock key, blank chrysler rubber head key				\$4.34
Long cuff neoprene gloves,spout pail,latex brush,bleach,simple g				\$50.82
Solder, 11ea heat shrink tubing,				\$29.64
Lumen headlight				\$13.94
Ceiling tiles				\$89.93
Check 100554	Date Paid: 02/04/2016	Indelco	Amount:	\$82.30
Inv. 967636	01/14/2016	Mag tank repair		
<u>Item Description</u>				<u>Total Price</u>
Mag tank repair				\$82.30
Check 100555	Date Paid: 02/04/2016	Indigital	Amount:	\$10,664.00
Inv. 11158	12/31/2015	Laserfiche/microfiche WO# 11431		
<u>Item Description</u>				<u>Total Price</u>
Inv #11158 - Laserfiche/microfiche				\$10,664.00
Check 100556	Date Paid: 02/04/2016	J H Larson Electrical Co	Amount:	\$563.45
Inv. S101097740001	01/07/2016	5ea Lens only for IM6 fixture		

	<u>Item Description</u>			<u>Total Price</u>
	5ea Lens only for IM6 fixture			\$563.45
Check 100557	Date Paid: 02/04/2016	Kamida Inc	Amount:	\$9,109.25
Inv. 001562	01/31/2016	Jan'16 Transit Facilities snow removal		
	<u>Item Description</u>			<u>Total Price</u>
	Snow removal for Transit sites Jan 2016			\$7,809.25
Inv. 001563	01/31/2016	Jan'16 10 Transit shelter trash pickup		
	<u>Item Description</u>			<u>Total Price</u>
	Trash removal services for all Transit Shelters Jan 2016			\$1,300.00
Check 100558	Date Paid: 02/04/2016	Keepsr Inc	Amount:	\$3,547.50
Inv. 294450	01/15/2016	Scott Serre Ballistic Vest		
	<u>Item Description</u>			<u>Total Price</u>
	Ballistic Vest-Serre			\$1,157.50
Inv. 294694	01/15/2016	Mike Passig Ballistic vest		
	<u>Item Description</u>			<u>Total Price</u>
	Ballistic Vest-Passig			\$1,200.00
				\$32.50
Inv. 294832	01/15/2016	Erik Jacobson Ballistic Vest		
	<u>Item Description</u>			<u>Total Price</u>
	Ballistic Vest-Jacobson			\$1,157.50
Check 100559	Date Paid: 02/04/2016	Lano Equipment Inc	Amount:	\$189.59
Inv. 03348656	01/12/2016	Fuel filter,oil filter		
	<u>Item Description</u>			<u>Total Price</u>
				\$127.92
Inv. 03349195	01/15/2016	Filter elements		
	<u>Item Description</u>			<u>Total Price</u>
				\$61.67
Check 100560	Date Paid: 02/04/2016	Larson Companies/Peterbilt	Amount:	\$25.41
Inv. F260120138	01/12/2016	Filter-HD Fuel spin		
	<u>Item Description</u>			<u>Total Price</u>
	Filter-HD Fuel spin			\$25.41
Check 100561	Date Paid: 02/04/2016	Leap Manufacturing LLC	Amount:	\$613.00
Inv. 427	01/19/2016	4.05 ton asphalt for waterbreak rd repairs		
	<u>Item Description</u>			<u>Total Price</u>
	Blacktop waterbreak repair			\$405.00
Inv. 450	01/28/2016	2.08ton asphalt street repairs		
	<u>Item Description</u>			<u>Total Price</u>
	Asphalt for street repairs In# 450			\$208.00
Check 100562	Date Paid: 02/04/2016	Lisa Lynn Consulting	Amount:	\$2,375.00
Inv. P42015	12/15/2016	Dec'15 Facilitate 5 leadership Promo Assmnt Sergeant position		
	<u>Item Description</u>			<u>Total Price</u>
	Promotional Assessment / Sergeants			\$2,375.00
Check 100563	Date Paid: 02/04/2016	Medicine Lake Tours	Amount:	\$220.00
Inv. 160206	01/26/2016	2.3.16 Rice Park winter carnival Sr trip trnsp		
	<u>Item Description</u>			<u>Total Price</u>
	Trip payment - Rice park 2-3-16			\$220.00
Check 100564	Date Paid: 02/04/2016	Metro Products Inc	Amount:	\$90.58
Inv. 114265	01/13/2016	30 Scrapers and 2 HHCS		
	<u>Item Description</u>			<u>Total Price</u>
				\$90.58
Check 100565	Date Paid: 02/04/2016	Minnesota Equipment/MN Equipment	Amount:	\$162.24
Inv. P39934	01/06/2016	Hand guard,scabbard 14"		
	<u>Item Description</u>			<u>Total Price</u>
				\$40.14
Inv. P40119	01/22/2016	Unit 6022 Carburetor		

<u>Item Description</u>				<u>Total Price</u>
				\$122.10
Check 100566	Date Paid: 02/04/2016	Minnwest Bank	Amount:	\$126,344.67
Inv. 151231	12/31/2015	2015 TIF 1-3 Crossroad Stn Paygo Obligation		
<u>Item Description</u>				<u>Total Price</u>
TIF 1-3 Crossroad Station Paygo Obligation				\$126,344.67
Check 100567	Date Paid: 02/04/2016	MN BCA	Amount:	\$225.00
Inv. 27276OLDMT16C	01/22/2016	Robert Topp 1.22.16 DMT-G Online recertif registr		
<u>Item Description</u>				<u>Total Price</u>
DMT Recert Registration-Rice, R Topp, Kuklok				\$75.00
Inv. 27280OLDMT16C	01/22/2016	Chris Kuklok 1.22.16 DMT-G Online recertif registr		
<u>Item Description</u>				<u>Total Price</u>
DMT Recert Registration-Rice, R Topp, Kuklok				\$75.00
Inv. 27281OLDMT16C	01/22/2016	Daniel Rice 1.22.16 DMT-G Online recertif registr		
<u>Item Description</u>				<u>Total Price</u>
DMT Recert Registration-Rice, R Topp, Kuklok				\$75.00
Check 100568	Date Paid: 02/04/2016	MN Helicopters Inc	Amount:	\$1,220.00
Inv. 3244	01/26/2016	1.12.16 Deer Count service		
<u>Item Description</u>				<u>Total Price</u>
Deer Count				\$1,220.00
Check 100569	Date Paid: 02/04/2016	NAPA Geniune Auto Parts Co	Amount:	\$1,412.91
Inv. 496650	01/04/2016	Radiator cap		
<u>Item Description</u>				<u>Total Price</u>
Radiator cap				\$13.99
Inv. 496820	01/05/2016	Battery		
<u>Item Description</u>				<u>Total Price</u>
Battery				\$41.57
Inv. 496918	01/06/2016	Razor blades		
<u>Item Description</u>				<u>Total Price</u>
Razor blades				\$9.99
Inv. 496948	01/06/2016	Battery		
<u>Item Description</u>				<u>Total Price</u>
Battery				\$92.31
Inv. 497088	01/07/2016	3ea Battery		
<u>Item Description</u>				<u>Total Price</u>
3ea Battery				\$264.27
Inv. 497249	01/08/2016	5ea Diesel Exhaust Fluid 2.5gal		
<u>Item Description</u>				<u>Total Price</u>
5ea Diesel Exhaust Fluid 2.5gal				\$67.45
Inv. 497336	01/08/2016	Ignition Coil		
<u>Item Description</u>				<u>Total Price</u>
Ignition Coil				\$80.19
Inv. 497375	01/08/2016	Halogen bulb		
<u>Item Description</u>				<u>Total Price</u>
Halogen bulb				\$31.99
Inv. 497376	01/08/2016	Halogen bulb		
<u>Item Description</u>				<u>Total Price</u>
Halogen bulb				\$31.99
Inv. 497626	01/11/2016	4ea Fuse Holder		
<u>Item Description</u>				<u>Total Price</u>
4ea Fuse Holder				\$19.16
Inv. 497740	01/12/2016	4ea Headlight bulb & connectors		
<u>Item Description</u>				<u>Total Price</u>
4ea Headlight bulb & connectors				\$84.44
Inv. 497977	01/13/2016	4 clamps		
<u>Item Description</u>				<u>Total Price</u>
				\$2.88
Inv. 497984	01/13/2016	Hose clamps rtn; cr to inv 497977		

	<u>Item Description</u>		<u>Total Price</u>
	Hose clamps rtn; cr to inv 497977		(\$0.04)
Inv. 498158	01/14/2016	Tie Rod End	
	<u>Item Description</u>		<u>Total Price</u>
	Tie Rod End		\$63.65
Inv. 498264	01/14/2016	9ea Turn signal bulb & 1ea fuse	
	<u>Item Description</u>		<u>Total Price</u>
	9ea Turn signal bulb & 1ea fuse		\$14.83
Inv. 498359	01/15/2016	Aux Lighter Power Outlet	
	<u>Item Description</u>		<u>Total Price</u>
	Aux Lighter Power Outlet		\$7.69
Inv. 499081	01/20/2016	Windshield washer fluid & snowbrush	
	<u>Item Description</u>		<u>Total Price</u>
	Windshield washer fluid & snowbrush		\$24.68
Inv. 499397	01/22/2016	Radiator cap	
	<u>Item Description</u>		<u>Total Price</u>
	Radiator cap		\$13.49
Inv. 499694	01/25/2016	Battery	
	<u>Item Description</u>		<u>Total Price</u>
	Battery		\$100.29
Inv. 499703	01/25/2016	Battery	
	<u>Item Description</u>		<u>Total Price</u>
	Battery		\$64.34
Inv. 499711	01/25/2016	Brake caliper lube & silicone	
	<u>Item Description</u>		<u>Total Price</u>
	Brake caliper lube & silicone		\$27.28
Inv. 499734	01/25/2016	Oil filter	
	<u>Item Description</u>		<u>Total Price</u>
	Oil filter		\$11.63
Inv. 499787	01/25/2016	Plug	
	<u>Item Description</u>		<u>Total Price</u>
	Plug		\$9.30
Inv. 499797	01/25/2016	10ea bulb & aux. lighter power outlet	
	<u>Item Description</u>		<u>Total Price</u>
	10ea bulb & aux. lighter power outlet		\$17.59
Inv. 499831	01/25/2016	Aux Lighter Power Outlet	
	<u>Item Description</u>		<u>Total Price</u>
	Aux Lighter Power Outlet		\$7.69
Inv. 499898	01/26/2016	Radiator cap	
	<u>Item Description</u>		<u>Total Price</u>
	Radiator cap		\$13.99
Inv. 499939	01/26/2016	Battery	
	<u>Item Description</u>		<u>Total Price</u>
	Battery		\$100.29
Inv. 500102	01/27/2016	Retainer	
	<u>Item Description</u>		<u>Total Price</u>
	Retainer		\$4.56
Inv. 500220	01/28/2016	Unit 5002 Magnet	
	<u>Item Description</u>		<u>Total Price</u>
			\$124.03
Inv. 500276	01/28/2016	6ea Powersteering fluid	
	<u>Item Description</u>		<u>Total Price</u>
	6ea Powersteering fluid		\$33.42
Inv. 500351	01/29/2016	Air Filter	
	<u>Item Description</u>		<u>Total Price</u>
			\$14.99
Inv. 500393	01/29/2016	2 D- Ring	
	<u>Item Description</u>		<u>Total Price</u>
			\$18.98

Check 100570	Date Paid: 02/04/2016	Northern Sanitary/Norsan	Amount:	\$468.26
Inv. 178728	01/20/2016	6ea mopstick & 12ea carpet spot remover 15oz		
<u>Item Description</u>			<u>Total Price</u>	
		6ea mopstick & 12ea carpet spot remover 15oz		\$170.70
Inv. 178731	01/20/2016	PCC-liners,glass cleaner,mophead,handsoap		
<u>Item Description</u>			<u>Total Price</u>	
		PCC-liners,glass cleaner,mophead,handsoap		\$297.56
Check 100571	Date Paid: 02/04/2016	Nova Consulting	Amount:	\$600.00
Inv. 115788	01/18/2016	10804 32nd Ave N lead testing		
<u>Item Description</u>			<u>Total Price</u>	
		CDBG housing rehab loan lead testing fees		\$300.00
Inv. 115789	01/18/2016	1120 CR 101 No lead testing		
<u>Item Description</u>			<u>Total Price</u>	
		CDBG housing rehab loan lead testing fees		\$300.00
Check 100572	Date Paid: 02/04/2016	O & L/Ole and Lena's Garage Door Service	Amount:	\$320.00
Inv. 71759	01/13/2016	Fieldhouse airlock door repairs		
<u>Item Description</u>			<u>Total Price</u>	
		repair of airlock garage doors for fieldhouse		\$320.00
Check 100573	Date Paid: 02/04/2016	Office Depot	Amount:	\$186.73
Inv. 817893939001	01/14/2016	1dz markers,planner,3ea 1" binders,3rm copy paper		
<u>Item Description</u>			<u>Total Price</u>	
		1dz markers,planner,3ea 1" binders,3rm copy paper		\$50.28
Inv. 817901184001	01/14/2016	4pk correction tape,1pk kleenex,1" binder,1dz highlighters,AAA b		
<u>Item Description</u>			<u>Total Price</u>	
		4pk correction tape,1pk kleenex,1" binder,1dz highlighters,AAA b		\$64.54
Inv. 817946592001	01/14/2016	3ea 4" binders, 2bx expanding file pockets,A-Z tab dividers		
<u>Item Description</u>			<u>Total Price</u>	
		3ea 4" binders, 2bx expanding file pockets,A-Z tab dividers		\$71.91
Check 100574	Date Paid: 02/04/2016	Owens Companies Inc	Amount:	\$29,537.69
Inv. 66217	01/27/2016	PCC cold areas/rooftop unit not working properly		
<u>Item Description</u>			<u>Total Price</u>	
				\$516.60
Inv. 66219	01/27/2016	PW shop unit heater not working		
<u>Item Description</u>			<u>Total Price</u>	
				\$518.78
Inv. 66222	01/27/2016	PW wash bay heat /broken surface ignitors		
<u>Item Description</u>			<u>Total Price</u>	
				\$344.23
Inv. 66231	01/28/2016	CC Conf room warm/rplc actuators on RTU/fix dampers		
<u>Item Description</u>			<u>Total Price</u>	
		Replace actuators on RTU and fix dampers at City Hall		\$1,678.08
Inv. 66238	01/28/2016	Bal PW Mech Bays replace infra-red heaters		
<u>Item Description</u>			<u>Total Price</u>	
		Replace Infra-red heaters in Mechanics bays		\$26,480.00
Check 100575	Date Paid: 02/04/2016	Parallel Technologies Inc	Amount:	\$480.00
Inv. 47152	01/15/2016	CC fiber cable routing		
<u>Item Description</u>			<u>Total Price</u>	
		Fiber Cable Routing - City Hall		\$480.00
Check 100576	Date Paid: 02/04/2016	Performance Signs & Displays Inc	Amount:	\$40.50
Inv. 9245	01/29/2016	3 Silver metallic legends for name revisions		
<u>Item Description</u>			<u>Total Price</u>	
		City plaques and office signs 2016		\$40.50

Check 100577	Date Paid: 02/04/2016	Pixelwerx	Amount:	\$2,850.00
Inv. 209758	12/30/2015	2 Event tents & 2 hard cases		
<u>Item Description</u>			<u>Total Price</u>	
Event Tent for Volunteers			\$1,425.00	
Event Tent Share with Communications			\$712.50	
Tent for community events			\$712.50	
Check 100578	Date Paid: 02/04/2016	Plymouth Automotive Inc.	Amount:	\$200.00
Inv. 160110	01/10/2016	2005 Chevy Malibu tow/storage		
<u>Item Description</u>			<u>Total Price</u>	
			\$200.00	
Check 100579	Date Paid: 02/04/2016	Plymouth Leased Housing Assoc	Amount:	\$80,766.99
Inv. 151231	12/31/2015	12/31/15 TIF 7-7 Stonecreek Paygo Obligation		
<u>Item Description</u>			<u>Total Price</u>	
TIF 7-7 Stonecreek Paygo Obligation			\$80,766.99	
Check 100580	Date Paid: 02/04/2016	Postmaster	Amount:	\$5,700.00
Inv. 160203	02/03/2016	Bulk Mailing - Newsletter		
<u>Item Description</u>			<u>Total Price</u>	
Bulk Mailing - Newsletter			\$5,700.00	
Check 100581	Date Paid: 02/04/2016	Printers Service Inc	Amount:	\$160.00
Inv. 276226	12/20/2015	IC 4 77" ice knife sharp		
<u>Item Description</u>			<u>Total Price</u>	
IC 4 77" ice knife sharp			\$80.00	
Inv. 276366	01/06/2016	IC 3 77" Ice Knife Sharp		
<u>Item Description</u>			<u>Total Price</u>	
2016 PO for Blade Sharpening Services			\$60.00	
Inv. 276440	01/13/2016	IC 1 77" ice knife sharp		
<u>Item Description</u>			<u>Total Price</u>	
2016 PO for Blade Sharpening Services			\$20.00	
Check 100582	Date Paid: 02/04/2016	Rockridge Center LLC	Amount:	\$9,933.47
Inv. 160122	01/22/2016	Feb-Apr'16 Park&Ride rent at Nathan Ln		
<u>Item Description</u>			<u>Total Price</u>	
Park and Ride rent at Nathan Lane First quarter 2016			\$9,933.47	
Check 100583	Date Paid: 02/04/2016	Root-O-Matic	Amount:	\$305.00
Inv. 7642M	01/14/2016	Cc snake of drain going to street		
<u>Item Description</u>			<u>Total Price</u>	
6 month maintenance at City Hall			\$305.00	
Check 100584	Date Paid: 02/04/2016	Royal Tire Inc	Amount:	\$196.24
Inv. 303144514	01/11/2016	4 Skidsteer recap tires,plus credit		
<u>Item Description</u>			<u>Total Price</u>	
4 Skidsteer Recap Tires, plus Credit			\$196.24	
			\$674.72	
Inv. 303144556	01/11/2016	Cr inv 303144514		
<u>Item Description</u>			<u>Total Price</u>	
			(\$674.72)	
Check 100585	Date Paid: 02/04/2016	Sculpture Ice	Amount:	\$874.00
Inv. 3342	02/05/2016	19 Carving Ice blocks for Fire&Ice		
<u>Item Description</u>			<u>Total Price</u>	
Ice Blocks for Fire & Ice carvings			\$874.00	
Check 100586	Date Paid: 02/04/2016	Short Elliott Hendrickson Inc/SEH	Amount:	\$2,705.59
Inv. 309479	01/12/2016	Proj8121 Dec'15 traffic systems		
<u>Item Description</u>			<u>Total Price</u>	
Design Services for Cheshire and Fernbrook Signals			\$2,705.59	
Check 100587	Date Paid: 02/04/2016	Shwaders Lawn Care and Landscape	Amount:	\$350.00
Inv. 11655	02/01/2016	Feb'16 Snow plowing		

	<u>Item Description</u>			<u>Total Price</u>
	Snow plowing service Feb 2016 IN#11655			\$350.00
Check 100588	Date Paid: 02/04/2016	Sofia's Lawn Care Services	Amount:	\$12,560.00
Inv. 2098	01/10/2016	Jan'16 10 Bus Shelter cleaning		
	<u>Item Description</u>			<u>Total Price</u>
	Cleaning, graffiti/sticker removal all Bus Shelters Jan2016			\$2,500.00
Inv. 3020	02/02/2016	Feb'16 10 Bus Shelter cleaning		
	<u>Item Description</u>			<u>Total Price</u>
	Deep cleaning&graffiti/sticker removal all Bus SheltersFeb2016			\$2,500.00
Inv. 3021	02/02/2016	Jan'16 Stn 73&Reserve cleaning		
	<u>Item Description</u>			<u>Total Price</u>
	Cleaning of Station 73 and Reserve January 2016			\$2,700.00
Inv. 3023	02/02/2016	Jan'16 Fire Station 1,2,3 Cleaning		
	<u>Item Description</u>			<u>Total Price</u>
	Cleaning of Fire Stations for January 2016			\$4,860.00
Check 100589	Date Paid: 02/04/2016	Sport Systems Unlimited/Athletica	Amount:	\$245.00
Inv. 403837	12/30/2015	Goal frame dolly & snow shovel		
	<u>Item Description</u>			<u>Total Price</u>
	Goal Frame Dolly - Snow Shovel			\$245.00
Check 100590	Date Paid: 02/04/2016	SRF Consulting Group, Inc.	Amount:	\$59,138.85
Inv. 082530028	12/31/2015	Proj16001 Dec'15 Vicksburg Ln reconstr&expansion		
	<u>Item Description</u>			<u>Total Price</u>
	Amount is based on estimation of engineering services needed.			\$58,980.54
Inv. 08801015	12/31/2015	Proj15008 Dec'15 Flashing yellow arrow signal		
	<u>Item Description</u>			<u>Total Price</u>
				\$158.31
Check 100591	Date Paid: 02/04/2016	Stonebrooke Engineering Inc	Amount:	\$2,228.92
Inv. 004732	12/08/2015	11.27.15 Bass Lk Rd/Nathan Ln traffic study		
	<u>Item Description</u>			<u>Total Price</u>
				\$2,228.92
Check 100592	Date Paid: 02/04/2016	Strategic Custom Solutions Inc	Amount:	\$23,900.00
Inv. PLY01281601	01/28/2016	4/1/16-3/31/19 Tintri maintenance		
	<u>Item Description</u>			<u>Total Price</u>
	Gold Support T820 3 year 4/1/16 - 3/31/19			\$5,975.00
	See Quote COPT820			\$0.00
				\$17,925.00
Check 100593	Date Paid: 02/04/2016	Streicher's Inc	Amount:	\$1,890.67
Inv. I1191248	01/20/2016	Molly Lynch commendation bar		
	<u>Item Description</u>			<u>Total Price</u>
				\$104.95
Inv. I1191250	01/20/2016	Molly Lynch commendation bars		
	<u>Item Description</u>			<u>Total Price</u>
				\$183.89
Inv. I1191847	01/25/2016	3ea Badge; Fire Chief		
	<u>Item Description</u>			<u>Total Price</u>
	3ea Badge; Fire Chief			\$329.97
Inv. I1191928	01/25/2016	Erik Jacobson New Officer Uniform purchase		
	<u>Item Description</u>			<u>Total Price</u>
				\$30.99
Inv. I1191990	01/25/2016	Erik Jacobson New Officer Uniform purchase		
	<u>Item Description</u>			<u>Total Price</u>
				\$69.98
Inv. I1192172	01/26/2016	Erik Jacobson New Officer Uniform purchase		
	<u>Item Description</u>			<u>Total Price</u>
				\$283.95
Inv. I1192304	01/27/2016	Bret Erickson New Officer Uniform purchase		

	<u>Item Description</u>			<u>Total Price</u>
Inv. I1192497	01/28/2016	6 Two tone badges		\$319.94
	<u>Item Description</u>			<u>Total Price</u>
				\$567.00
Check 100594	Date Paid: 02/04/2016	Suburban Tire Wholesale Inc	Amount:	\$167.88
Inv. 10137453	01/13/2016	Unit 698 2 AT25X-12 tires		
	<u>Item Description</u>			<u>Total Price</u>
				\$167.88
Check 100595	Date Paid: 02/04/2016	Suburban Transit Association	Amount:	\$9,500.00
Inv. 160201	01/26/2016	2016 Membership dues		
	<u>Item Description</u>			<u>Total Price</u>
	2016 Suburban Transit Association Membership Dues			\$9,500.00
Check 100596	Date Paid: 02/04/2016	Superior Brookdale Ford	Amount:	\$14.77
Inv. 121877	01/12/2016	Unit 1716 Spord switch		
	<u>Item Description</u>			<u>Total Price</u>
				\$10.88
Inv. 121910	01/12/2016	Unit 1032 Lamp		
	<u>Item Description</u>			<u>Total Price</u>
				\$3.89
Check 100597	Date Paid: 02/04/2016	ThyssenKrupp Elevator	Amount:	\$608.83
Inv. 3002299173	01/01/2016	Jan-Mar'16 IC Elevator maint		
	<u>Item Description</u>			<u>Total Price</u>
	Elevator Maintenance Contract			\$608.83
Check 100598	Date Paid: 02/04/2016	TimeSaver Off Site Secretarial	Amount:	\$136.00
Inv. M21898	01/28/2016	1.12.16 City Council meeting		
	<u>Item Description</u>			<u>Total Price</u>
	Inv #M21898 - Jan 12, 2016 City Council meeting			\$136.00
Check 100599	Date Paid: 02/04/2016	Toll Company	Amount:	\$375.87
Inv. 10115923	01/04/2016	2 Vol 60 propane fuel gas		
	<u>Item Description</u>			<u>Total Price</u>
				\$65.95
Inv. 10116333	01/06/2016	1 3x36" Green FR jacket		
	<u>Item Description</u>			<u>Total Price</u>
				\$34.44
Inv. 10116870	01/11/2016	44 .035 spool,rpr finishing compound		
	<u>Item Description</u>			<u>Total Price</u>
				\$114.75
Inv. 10116872	01/11/2016	3 Vol 99 propane fuel gas		
	<u>Item Description</u>			<u>Total Price</u>
				\$105.13
Inv. 10118918	01/25/2016	3 60# cylinder propane		
	<u>Item Description</u>			<u>Total Price</u>
				\$55.60
Check 100600	Date Paid: 02/04/2016	Twin City Garage Door Co	Amount:	\$876.50
Inv. 453757	01/14/2016	PS Sally Port door emerg repairs		
	<u>Item Description</u>			<u>Total Price</u>
	Replace springs in Sally Port Garage door. PS			\$876.50
Check 100601	Date Paid: 02/04/2016	Viking Trophies	Amount:	\$124.08
Inv. 124069	01/27/2016	3ea Citizen Awards		
	<u>Item Description</u>			<u>Total Price</u>
	3ea Citizen Awards			\$124.08
Check 100602	Date Paid: 02/04/2016	Walser Chrysler Jeep	Amount:	\$33.96
Inv. 640719	01/14/2016	Unit 4003 Actuator		
	<u>Item Description</u>			<u>Total Price</u>

Check 100603	Date Paid: 02/04/2016	The Watson Company	Amount:	\$642.00
Inv. 860093	01/14/2016	IC Concession food resupply		
<u>Item Description</u>			<u>Total Price</u>	
Items for resale in concessions			\$642.00	
Check 100604	Date Paid: 02/04/2016	Westside Wholesale Tire Inc.	Amount:	\$1,570.70
Inv. 338752	01/08/2016	Unit 037 4 P245/65HR17 tires		
<u>Item Description</u>			<u>Total Price</u>	
			\$627.96	
Inv. 338977	01/20/2016	4 235/65TR17 tires		
<u>Item Description</u>			<u>Total Price</u>	
			\$469.00	
Inv. 760926	01/20/2016	3 16x7 8x6.6 pacer tires		
<u>Item Description</u>			<u>Total Price</u>	
			\$473.74	
Check 100605	Date Paid: 02/04/2016	Wild Mountain	Amount:	\$4,633.00
Inv. 8934	01/23/2016	1.22.16 WWMS Ski trip		
<u>Item Description</u>			<u>Total Price</u>	
Wayzata Middle School Ski Trip; West Jan 22, 2016			\$1,986.00	
Inv. 8935	01/23/2016	1.22.16 WCMS ski trip		
<u>Item Description</u>			<u>Total Price</u>	
Wayzata Middle School Ski Trip- Central Jan 22, 2016			\$1,752.00	
Inv. 8936	01/23/2016	1.22.16 WEMS ski trip		
<u>Item Description</u>			<u>Total Price</u>	
Wayzata Middle School Ski Trip- East Jan 22, 2016			\$895.00	
Check 100606	Date Paid: 02/04/2016	Working Person's Store	Amount:	\$491.58
Inv. 209761002	01/15/2016	2pr Rubber hip boots		
<u>Item Description</u>			<u>Total Price</u>	
2 pr. Rubber Hip boots			\$491.58	
Check 100607	Date Paid: 02/04/2016	Xcel Energy	Amount:	\$31,179.42
Inv. 51450946641215	01/12/2016	11.15/1.3.16 Zach,Rdgmnt,Lacompt,e Med plyflds,PCC path		
<u>Item Description</u>			<u>Total Price</u>	
			\$560.06	
Inv. 51509749550116	01/22/2016	1.1/1.19.16 ElmCrk Conc,Plyflds,Pavilion		
<u>Item Description</u>			<u>Total Price</u>	
			\$2,421.80	
Inv. 51509749551215	01/22/2016	11.30/12.31.15 ElmCrk Conc,plyflds,Pavilion		
<u>Item Description</u>			<u>Total Price</u>	
			\$861.26	
Inv. 51520312001215	01/14/2016	11.30/1.3.16 8 Lift Stations less outage/interim refunds		
<u>Item Description</u>			<u>Total Price</u>	
			\$1,912.48	
Inv. 51593725791215	01/12/2016	11.16/1.3.16 4 Transit shelters		
<u>Item Description</u>			<u>Total Price</u>	
			\$1,476.09	
Inv. 51671079400116	01/25/2016	1.1/1.18.16 Ice Center Bldg		
<u>Item Description</u>			<u>Total Price</u>	
			\$10,144.89	
Inv. 51671079401215	01/25/2016	11.25/1.2.16 FS1,PW,FS2,some of IC		
<u>Item Description</u>			<u>Total Price</u>	
11.30/1.2.16 FS 1			\$390.64	
11.25/1.2.16 Public Works Bldg			\$2,306.53	
11.30/1.2.16 FS 2			\$452.06	
12.15/12.31.16 Ice Center			\$9,017.76	
Inv. 51685621581215	01/12/2016	11.17/1.5.16 Traffic Signals		
<u>Item Description</u>			<u>Total Price</u>	

Check 100608	Date Paid: 02/04/2016	Sara Cwayna	Amount:	\$32.13
Inv. 160127	01/27/2016	Office Max reimb folders/public ed program		
<u>Item Description</u>			<u>Total Price</u>	\$32.13
Check 100609	Date Paid: 02/04/2016	Dad's Belgium Waffles	Amount:	\$1,050.00
Inv. 160207	02/03/2016	2.7.16 Waffle Breakfast		
<u>Item Description</u>			<u>Total Price</u>	\$1,050.00
payment for 2/7/16 waffle breakfast				
Check 100610	Date Paid: 02/04/2016	Sonya Rippe	Amount:	\$40.48
Inv. 150121	01/21/2016	1.13/1.21.16 Reimb 62 Mileage workshops		
<u>Item Description</u>			<u>Total Price</u>	\$33.48
Inv. 160113	01/13/2016	Reimb parking at HC Bike workshop		
<u>Item Description</u>			<u>Total Price</u>	\$7.00
Check 100611	Date Paid: 02/04/2016	Tammy Ward	Amount:	\$155.54
Inv. 160105	01/05/2016	Reimb Costco/office white board		
<u>Item Description</u>			<u>Total Price</u>	\$155.54
Check 100612	Date Paid: 02/11/2016	Burak, Barb	Amount:	\$7.00
Inv. Import - 3254	02/09/2016	Park and Rec Refund		
<u>Item Description</u>			<u>Total Price</u>	\$7.00
Check 100613	Date Paid: 02/11/2016	Kleve, Heather	Amount:	\$94.00
Inv. Import - 3255	02/09/2016	Park and Rec Refund		
<u>Item Description</u>			<u>Total Price</u>	\$94.00
Check 100614	Date Paid: 02/11/2016	Emery, Bridget	Amount:	\$6.00
Inv. Import - 3256	02/02/2016	Park and Rec Refund		
<u>Item Description</u>			<u>Total Price</u>	\$6.00
Check 100615	Date Paid: 02/11/2016	3M	Amount:	\$270.00
Inv. TP76815	01/19/2016	1 Rls 30"x100yd trans tape		
<u>Item Description</u>			<u>Total Price</u>	\$270.00
Check 100616	Date Paid: 02/11/2016	ACCO/General Binding Corp	Amount:	\$295.00
Inv. 2486564	01/22/2016	Ultima 65 install/training		
<u>Item Description</u>			<u>Total Price</u>	\$295.00
Inv #2486564 - Ultima 65 Install & Training				
Check 100617	Date Paid: 02/11/2016	Acme Tools	Amount:	\$740.19
Inv. 3895853	01/04/2016	DeWalt premium lithium 2 pk		
<u>Item Description</u>			<u>Total Price</u>	\$149.00
DeWalt premium lithium 2 pk				
Inv. 3914181	01/13/2016	56 Tooth chain		
<u>Item Description</u>			<u>Total Price</u>	\$49.98
56 Tooth chain				
Inv. 3928551	01/21/2016	2ea screwdrivers & LED flashlights,gooseneck hex connecting bar		
<u>Item Description</u>			<u>Total Price</u>	\$230.95
2ea screwdrivers & LED flashlights,gooseneck hex connecting bar				
Inv. 3934446	01/25/2016	6ea Extractor 3/4-19MM, 2ea Hanson 1" Extractor		
<u>Item Description</u>			<u>Total Price</u>	\$151.92
6ea Extractor 3/4-19MM, 2ea Hanson 1" Extractor				
Inv. 3937240	01/26/2016	Washer, rubber washer, plastic spacer		

	<u>Item Description</u>			<u>Total Price</u>
	Washer, rubber washer, plastic spacer			\$16.24
Inv. 3939827	01/27/2016	Hard hat, 3ea mini bar clamp, 6ea one-handed mini bar clamp		
	<u>Item Description</u>			<u>Total Price</u>
	Hard hat, 3ea mini bar clamp, 6ea one-handed mini bar clamp			\$130.90
Inv. 3943972	01/29/2016	Cap fuel filler		
	<u>Item Description</u>			<u>Total Price</u>
	Cap fuel filler			\$11.20
Check 100618	Date Paid: 02/11/2016	Adam's Pest Control, Inc.	Amount:	\$293.34
Inv. 2370917	02/02/2016	Jan-Mar'16 FS2 Pest Control		
	<u>Item Description</u>			<u>Total Price</u>
				\$94.34
Inv. 2375367	02/08/2016	Lancaster LS mice/rat pest control		
	<u>Item Description</u>			<u>Total Price</u>
				\$199.00
Check 100619	Date Paid: 02/11/2016	Al's Coffee Company	Amount:	\$319.40
Inv. 125839	01/22/2016	IC Concession coffee resupply		
	<u>Item Description</u>			<u>Total Price</u>
	Items for resale in the concession stand			\$319.40
Check 100620	Date Paid: 02/11/2016	Aset Supply and Paper Inc	Amount:	\$258.30
Inv. 44609	01/21/2016	10cs 40x46 black liners		
	<u>Item Description</u>			<u>Total Price</u>
	Liners			\$258.30
Check 100621	Date Paid: 02/11/2016	AVI Systems Inc	Amount:	\$5,794.79
Inv. 88401780	01/22/2016	Jan-Dec'16 SMA for Cable&Chambers AV equipment support		
	<u>Item Description</u>			<u>Total Price</u>
	SMA for Cable & Chambers AV Equipment			\$5,794.79
Check 100622	Date Paid: 02/11/2016	Bassett Creek Watershed Management	Amount:	\$220,974.00
Inv. 160201	02/10/2016	2/1/16-1/31/17 Membership Assessment		
	<u>Item Description</u>			<u>Total Price</u>
	Membership Assessment Bassett Creek			\$202,559.50
				\$18,414.50
Check 100623	Date Paid: 02/11/2016	Bound Tree Medical LLC	Amount:	\$294.90
Inv. 82046940	02/03/2016	AED pads		
	<u>Item Description</u>			<u>Total Price</u>
	AED pads			\$294.90
Check 100624	Date Paid: 02/11/2016	Boyer Trucks	Amount:	\$186.96
Inv. 1027365	01/19/2016	2ea Gunite Slack Adjuster		
	<u>Item Description</u>			<u>Total Price</u>
	2ea Gunite Slack Adjuster			\$123.64
Inv. 1027365X1	01/22/2016	Gunite Slack Adjuster		
	<u>Item Description</u>			<u>Total Price</u>
	Gunite Slack Adjuster			\$63.32
Check 100625	Date Paid: 02/11/2016	Braun Intertec Corporation	Amount:	\$1,583.00
Inv. B045652	12/03/2015	Proj15006 10.31.15 Vicksburg Ln S mill/overlay testing		
	<u>Item Description</u>			<u>Total Price</u>
	Vicksburg Lane S Mill and Overlay Testing			\$1,583.00
Check 100626	Date Paid: 02/11/2016	Buffalo Dry Cleaners/D&S Delivery	Amount:	\$12.75
Inv. 73090	01/18/2016	1.18.16 IC Concession rag cleaning service		
	<u>Item Description</u>			<u>Total Price</u>
	Concession rag cleaning service			\$12.75
Check 100627	Date Paid: 02/11/2016	Cargill Inc	Amount:	\$7,371.95

Inv. 2902643295	01/18/2016	87.18 ton Treated Road salt		
<u>Item Description</u>			<u>Total Price</u>	
Treated Road Salt In# 2902640217, 2902643295			\$7,371.95	
Check 100628	Date Paid: 02/11/2016	CBS Construction Services Inc	Amount:	\$6,525.00
Inv. 131030	02/10/2016	R201304832/R201304805 Ref erosion/Fin guar West Health TCU		
<u>Item Description</u>			<u>Total Price</u>	
Refund of cash financial guarantee for erosion control			\$5,525.00	
Erosion Control Cash Deposit refund			\$1,000.00	
Check 100629	Date Paid: 02/11/2016	CDW Government Inc	Amount:	\$69,707.86
Inv. BRL1620	01/20/2016	LanDesk Mgmt Sftwr/Hdwe 1/1/16-12/31/16		
<u>Item Description</u>			<u>Total Price</u>	
Lan Desk Data Analytics			\$9,125.00	
LanDesk Data Analytics Maintenance			\$2,000.00	
LanDesk Mgt Suite			\$17,920.00	
Landesk Mgt Suite Maintenance			\$3,944.00	
LanDesk Patch Mgt Maintenance			\$2,880.00	
LanDesk Service Desk Primary			\$15,200.00	
LanDesk Service Desk Primary Maintenance			\$3,344.00	
Lan Desk Service Desk Concurrent License			\$10,640.00	
LanDesk Service Desk Concurrent Maintenance			\$2,340.80	
Quote # GSCS923			\$0.00	
Inv. BSW3991	01/18/2016	HP SB 90w Slim AC Adapter		
<u>Item Description</u>			<u>Total Price</u>	
HP SB 90w Slim AC Adapter			\$78.79	
Inv. BTK6577	01/19/2016	Wireless mouse/keyboard, LED monitor, HP Pro Book, adapter		
<u>Item Description</u>			<u>Total Price</u>	
Wireless Mouse/Keyboard			\$31.54	
LG 24MB35PY-B - LED monitor			\$188.66	
HP Pro Book G3 i5			\$744.13	
Mini Display port to Display port cable			\$10.41	
Inv. BTM4668	01/20/2016	Epson Workforce Scanner		
<u>Item Description</u>			<u>Total Price</u>	
Epson Workforce Scanner			\$278.89	
Inv. BTP6938	01/20/2016	Apple Mac Mini		
<u>Item Description</u>			<u>Total Price</u>	
Apple Mac Mini			\$718.90	
Inv. BTW4149	01/21/2016	MS SLD+ Office STD 2016 APP		
<u>Item Description</u>			<u>Total Price</u>	
MS SLD+ Office STD 2016 APP			\$262.74	
Check 100630	Date Paid: 02/11/2016	CenturyLink	Amount:	\$505.00
Inv. E4404790216	02/01/2016	Feb'16 E44.0479 /discontiued mid Feb		
<u>Item Description</u>			<u>Total Price</u>	
			\$505.00	
Check 100631	Date Paid: 02/11/2016	Custom Home Builders	Amount:	\$18,469.00
Inv. 150417	02/10/2016	R201501694 4.17.15 Tree Preserv ref10850 CR		
<u>Item Description</u>			<u>Total Price</u>	
Refund of Tree Prweservation cash deposit for Fretham 23rd - 201			\$18,469.00	
Check 100632	Date Paid: 02/11/2016	D R Horton	Amount:	\$14,402.92
Inv. ESC10098	02/10/2016	Reduce ESC10098D Steeple Hill		
<u>Item Description</u>			<u>Total Price</u>	
Reduction Dev Contract Escrow (ESC10098D)-Steeple Hill (2010098)			\$14,402.92	
Check 100633	Date Paid: 02/11/2016	Dad's Belgium Waffles	Amount:	\$248.50
Inv. 120986	02/07/2016	2.5.16 Bal owed for addl plates		
<u>Item Description</u>			<u>Total Price</u>	
payment for additional customers			\$248.50	

Check 100634	Date Paid: 02/11/2016	Dalco	Amount:	\$853.40
Inv. 2984551	02/01/2016	PCC 12cs Hand towels, 3cs TP		
<u>Item Description</u>				<u>Total Price</u>
PCC 12cs Hand towels, 3cs TP				\$853.40
Check 100635	Date Paid: 02/11/2016	Dave's Sprinkler Repair	Amount:	\$970.00
Inv. 2267	11/02/2014	10690 45th Ave dog fence repairs		
<u>Item Description</u>				<u>Total Price</u>
Sprinkler Repairs				\$150.00
Inv. 2268	11/02/2014	10700 45th Ave dog fence repairs		
<u>Item Description</u>				<u>Total Price</u>
Sprinkler Repairs				\$137.02
				\$12.98
Inv. 2269	11/02/2014	4550 Magnolia Ln fence repairs		
<u>Item Description</u>				<u>Total Price</u>
Sprinkler Repairs				\$150.00
Inv. 2270	11/02/2014	10615 47th AVE n sprinkler repairs		
<u>Item Description</u>				<u>Total Price</u>
Sprinkler Repairs				\$65.00
Inv. 2271	11/02/2014	4295 Rosewood Ln sprinkler head repairs		
<u>Item Description</u>				<u>Total Price</u>
Sprinkler Repairs				\$65.00
Inv. 2272	11/02/2014	4850 Valley Forge sprinkler head repair		
<u>Item Description</u>				<u>Total Price</u>
Sprinkler Repairs				\$65.00
Inv. 2273	11/02/2014	4575 Oakview Ln Sprinkler head repairs		
<u>Item Description</u>				<u>Total Price</u>
Sprinkler Repairs				\$65.00
Inv. 2274	11/02/2014	4810 Valley Forge sprinkler head repair		
<u>Item Description</u>				<u>Total Price</u>
Sprinkler Repairs				\$65.00
Inv. 2275	11/02/2014	4545 Magnolia Ln sprinkler head repair		
<u>Item Description</u>				<u>Total Price</u>
Sprinkler Repairs				\$65.00
Inv. 2276	11/02/2014	12840 46th Ave sprinkler head repair		
<u>Item Description</u>				<u>Total Price</u>
Sprinkler Repairs				\$65.00
Inv. 2277	11/02/2014	12510 47th Ave sprinkler head repair		
<u>Item Description</u>				<u>Total Price</u>
Sprinkler Repairs				\$65.00
Check 100636	Date Paid: 02/11/2016	Days Plumbing Service Co	Amount:	\$195.00
Inv. 3607293	12/22/2015	6.12.15 rpr/rebuild 2" RPZ for hydrant		
<u>Item Description</u>				<u>Total Price</u>
Rebuild rpz for hydrants				\$195.00
Check 100637	Date Paid: 02/11/2016	DTS/Document Technology	Amount:	\$118.71
Inv. INV118207	01/20/2016	Waste toner container		
<u>Item Description</u>				<u>Total Price</u>
Waste toner container				\$103.69
Inv. INV118617	01/22/2016	12.22.15/1.21.16 overage		
<u>Item Description</u>				<u>Total Price</u>
12.22.15/1.21.16 overage				\$15.02
Check 100638	Date Paid: 02/11/2016	DTS/Document Technology	Amount:	\$321.00
Inv. INV118618	01/22/2016	1.22/2.21.16 Printer maint		
<u>Item Description</u>				<u>Total Price</u>
				\$321.00
Check 100639	Date Paid: 02/11/2016	ECM Publishers Inc	Amount:	\$224.56
Inv. 251688	08/30/2015	Bids-Schmidt Lake Rd signals; STR 12010		
<u>Item Description</u>				<u>Total Price</u>

	Bids-Schmidt Lake Rd signals; STR 12010			\$163.12
Inv. 297133	01/21/2016	Bids - Trail & Parking lot paving		
	<u>Item Description</u>			<u>Total Price</u>
	Bids - Trail & Parking lot paving			\$61.44
Check 100640	Date Paid: 02/11/2016	Electronic Communication Systems LLC/ECSI	Amount:	\$160.00
Inv. 25768	01/21/2016	Exacqvision Camera License		
	<u>Item Description</u>			<u>Total Price</u>
	Exacqvision Camera License			\$160.00
Check 100641	Date Paid: 02/11/2016	Elm Creek Watershed Mgmt Comm	Amount:	\$17,456.72
Inv. 206	01/01/2016	2016 Member Assessment		
	<u>Item Description</u>			<u>Total Price</u>
	Membership Assessment Elm Creek			\$17,456.72
Check 100642	Date Paid: 02/11/2016	Emergency Response Solutions	Amount:	\$170.00
Inv. 5661	01/29/2016	Chemguard Class A Plus replacement foam		
	<u>Item Description</u>			<u>Total Price</u>
	Chemguard Class A Plus replacement foam			\$170.00
Check 100643	Date Paid: 02/11/2016	FedEx	Amount:	\$225.43
Inv. 530045104	01/27/2016	1.6/1.8.16 RAD,IT		
	<u>Item Description</u>			<u>Total Price</u>
				\$225.43
Check 100644	Date Paid: 02/11/2016	Ferguson Waterworks	Amount:	\$873.88
Inv. 0180049	01/27/2016	4ea Locator repair		
	<u>Item Description</u>			<u>Total Price</u>
	4ea Locator repair			\$689.34
Inv. 3817967	02/01/2016	4ea Reducer coupling & 2ea gate valve		
	<u>Item Description</u>			<u>Total Price</u>
	4ea Reducer coupling & 2ea gate valve			\$184.54
Check 100645	Date Paid: 02/11/2016	Fidelity Building Services LLC	Amount:	\$491.84
Inv. 199013	01/29/2016	Claim 2016.01 emerg clean up/admin pipe break		
	<u>Item Description</u>			<u>Total Price</u>
	Invoice 199013, Emergency Clean Up City Hall, COP Prop 2016-01			\$491.84
Check 100646	Date Paid: 02/11/2016	Fire Equipment Specialities	Amount:	\$2,178.00
Inv. 9136	01/26/2016	R Coppa Turn Out gear		
	<u>Item Description</u>			<u>Total Price</u>
	Turn Out Gear			\$2,178.00
Check 100647	Date Paid: 02/11/2016	FleetPride	Amount:	\$658.95
Inv. 74729452	01/20/2016	12ea Mudflaps		
	<u>Item Description</u>			<u>Total Price</u>
	12ea Mudflaps			\$118.20
Inv. 74765959	01/22/2016	4ea brake drum & brake shoe kit, 1ea piggyback plus kit		
	<u>Item Description</u>			<u>Total Price</u>
	4ea brake drum & brake shoe kit, 1ea piggyback plus kit			\$540.75
Check 100648	Date Paid: 02/11/2016	FMS Investment Corp	Amount:	\$435.29
Inv. 2016-00000023	02/05/2016	WAGE GARN % - Education Garnishment %		
	<u>Item Description</u>			<u>Total Price</u>
	02/05/2016 Deduction Education Garnishment %			\$435.29
Check 100649	Date Paid: 02/11/2016	Force America/VariTech Industries	Amount:	\$22,623.90
Inv. IN0601006963	01/19/2016	Tanks for salt brine mixing facility		
	<u>Item Description</u>			<u>Total Price</u>
	Tanks for salt brine mixing facility			\$22,623.90
Check 100650	Date Paid: 02/11/2016	G&K Services Inc	Amount:	\$490.08
Inv. 1006502088	01/18/2016	1.18.16 CC rug service		
	<u>Item Description</u>			<u>Total Price</u>
				\$176.43

Inv. 1006511506	01/22/2016	01.22.16 PW/PM Uniform rentals/laundry		
<u>Item Description</u>			<u>Total Price</u>	
01.22.16 PW/PM Uniform rentals/laundry			\$313.65	
Check 100651	Date Paid: 02/11/2016	Grainger	Amount:	\$363.72
Inv. 9002261494	01/19/2016	2ea Straight blade connectors		
<u>Item Description</u>			<u>Total Price</u>	
2ea Straight blade connectors			\$81.34	
Inv. 9003834919	01/20/2016	Workbench		
<u>Item Description</u>			<u>Total Price</u>	
Workbench			\$184.88	
Inv. 9004669504	01/22/2016	2ea Dye tracer 1gal		
<u>Item Description</u>			<u>Total Price</u>	
2ea Dye tracer 1gal			\$97.50	
Check 100652	Date Paid: 02/11/2016	Graybar Electric Company	Amount:	\$93.89
Inv. 983154603	01/20/2016	6ea DC chargers for waypoint spotlights		
<u>Item Description</u>			<u>Total Price</u>	
DC chargers for waypoint spot lights			\$93.89	
Check 100653	Date Paid: 02/11/2016	Maria Hanson	Amount:	\$77.25
Inv. 160209	02/10/2016	Park & Rec Refund		
<u>Item Description</u>			<u>Total Price</u>	
Park & Rec Refund			\$77.25	
Check 100654	Date Paid: 02/11/2016	Hawkins Ash CPAs LLP	Amount:	\$258.00
Inv. 3028506	02/05/2016	Feb'16 Section 8 acctg services		
<u>Item Description</u>			<u>Total Price</u>	
Unaudited Finance Statements-Client #3026707- Invoice # 3026707			\$258.00	
Check 100655	Date Paid: 02/11/2016	Hennepin County Treasurer	Amount:	\$2,309.12
Inv. 1000069658	01/31/2016	Jan'16 Per Diem prisoners		
<u>Item Description</u>			<u>Total Price</u>	
HC Booking & Per Diem Charges #69658 Jan			\$2,309.12	
Check 100656	Date Paid: 02/11/2016	Henry's Waterworks Inc	Amount:	\$29.49
Inv. 18243	01/21/2016	3ea 12" gaskets		
<u>Item Description</u>			<u>Total Price</u>	
12" Gaskets			\$29.49	
Check 100657	Date Paid: 02/11/2016	Highway Handyman Products Inc	Amount:	\$1,390.00
Inv. 16895	01/19/2016	12" Hand squeeze roll applicator & air cylinder kit		
<u>Item Description</u>			<u>Total Price</u>	
12" hand roller			\$1,390.00	
Check 100658	Date Paid: 02/11/2016	Hillyard Inc - Minneapolis	Amount:	\$80.91
Inv. 700218406	01/19/2016	Squeegee bracket kit		
<u>Item Description</u>			<u>Total Price</u>	
Squeegee Bracket			\$80.91	
Check 100659	Date Paid: 02/11/2016	Hotsy Minnesota	Amount:	\$90.07
Inv. 51013	02/01/2016	2 Gun swivels		
<u>Item Description</u>			<u>Total Price</u>	
Swivels for Gun #785			\$90.07	
Check 100660	Date Paid: 02/11/2016	Instrumental Research Inc	Amount:	\$640.00
Inv. 9876	01/13/2016	Dec'15 Water testing		
<u>Item Description</u>			<u>Total Price</u>	
State Health samples			\$640.00	
Check 100661	Date Paid: 02/11/2016	J P Schmitz Construction Co LLC	Amount:	\$26,144.00
Inv. 2016001	02/04/2016	2735 Olive Ln N excavate leaking water service		
<u>Item Description</u>			<u>Total Price</u>	
2735 Olive, service repair. city side. 2016001			\$3,478.00	
Inv. 2016002	02/04/2016	5410 Norwood Ln N excavate leaking water service		

	<u>Item Description</u>			<u>Total Price</u>
	# 2016002. 5410 Norwood city line replaced			\$3,198.00
Inv.	2016003	02/04/2016	13314 39th Ave excavate leaking water service	
	<u>Item Description</u>			<u>Total Price</u>
	#2016003. 13314 39th ave replace city service			\$3,422.00
Inv.	2016004	02/04/2016	10525 40th Ave excavate leaking water service	
	<u>Item Description</u>			<u>Total Price</u>
	#2016004. 10525 24th ave, city service line replaced			\$3,100.00
Inv.	2016005	02/04/2016	13416 34th Ave excavate leaking water service	
	<u>Item Description</u>			<u>Total Price</u>
	#2016005. 13416 34th ave. City service line replaced			\$3,100.00
Inv.	2016007	02/04/2016	11640 44th Ave N excavate leaking water service	
	<u>Item Description</u>			<u>Total Price</u>
	#2016007. 11640 44th ave. Replaced city line.			\$3,310.00
Inv.	2016008	02/04/2016	5095 Ives Ln N excavate leaking water service	
	<u>Item Description</u>			<u>Total Price</u>
	#2016008 5095 Ives Ln. Replace city service line			\$3,338.00
Inv.	2016009	02/09/2016	505 Zircon Ln N excavate leaking water service	
	<u>Item Description</u>			<u>Total Price</u>
	#2016009 505 Zircon Repaced city sevice line			\$3,198.00
Check	100662	Date Paid: 02/11/2016	Kevitt Excavating LLC	Amount: \$1,622.50
Inv.	140514A	02/10/2016	R20140404 5.14.14 Partial refund Rose Garden erosion	
	<u>Item Description</u>			<u>Total Price</u>
	Erosion control Cash deposit for Rose Garden Dev. 2014007			\$1,622.50
Check	100663	Date Paid: 02/11/2016	Lano Equipment Inc	Amount: \$186.35
Inv.	03349552	01/19/2016	2ea VIR-VBW Skid shoe weldment	
	<u>Item Description</u>			<u>Total Price</u>
	2ea VIR-VBW Skid shoe weldment			\$162.41
Inv.	03350050	01/21/2016	2ea Oil filters	
	<u>Item Description</u>			<u>Total Price</u>
	2ea Oil filters			\$23.94
Check	100664	Date Paid: 02/11/2016	Larson Companies/Peterbilt	Amount: \$34.76
Inv.	F260220168	01/22/2016	Spin-on-lube, filters, element-hd air	
	<u>Item Description</u>			<u>Total Price</u>
	Spin-on-lube, filters, element-hd air			\$34.76
Check	100665	Date Paid: 02/11/2016	League of Minnesota Cities	Amount: \$1,790.00
Inv.	230107	01/01/2016	2016 Stormwater Coalition Membership	
	<u>Item Description</u>			<u>Total Price</u>
	2016 MN Cities Stormwater Coalition - Membership Renewal			\$1,790.00
Check	100666	Date Paid: 02/11/2016	Leap Manufacturing LLC	Amount: \$1,623.00
Inv.	477	02/05/2016	Asphalt for Xenium dig	
	<u>Item Description</u>			<u>Total Price</u>
	blacktop for Xenium dig			\$1,623.00
Check	100667	Date Paid: 02/11/2016	Leffler Printing Company Inc	Amount: \$995.00
Inv.	19371	01/29/2016	Claim 2016.01 1,000 Econ Dev reprint	
	<u>Item Description</u>			<u>Total Price</u>
	Invoice 19371, 1000 Econ Dev reprint; COP Prop 2016-01			\$995.00
Check	100668	Date Paid: 02/11/2016	LexisNexis Risk Data Management Inc	Amount: \$66.25
Inv.	103455820160131	01/31/2016	Jan'16 LexisNexis	
	<u>Item Description</u>			<u>Total Price</u>
	Monthly Statement-Investigative Tool			\$66.25
Check	100669	Date Paid: 02/11/2016	Litin Paper	Amount: \$319.20
Inv.	454651	01/19/2016	4 cs Biobag garbage liners	
	<u>Item Description</u>			<u>Total Price</u>
	garbage bags			\$319.20

Check 100670	Date Paid: 02/11/2016	Lowe's	Amount:	\$61.47
Inv. 923435	01/29/2016	Unibit step #4 bit, elbow, cap, clamps		
<u>Item Description</u>			<u>Total Price</u>	\$61.47
Unibit step #4 bit, elbow, cap, clamps				
Check 100671	Date Paid: 02/11/2016	LSC Resource Inc	Amount:	\$418.49
Inv. 25211	01/20/2016	2,001 HRA Checks		
<u>Item Description</u>			<u>Total Price</u>	\$418.49
Invoice #25211 - Plymouth HRA Checks - New Bank				
Check 100672	Date Paid: 02/11/2016	Marco	Amount:	\$360.00
Inv. INV3097032	01/29/2016	1.28/1.29.16 trouble shoot phones		
<u>Item Description</u>			<u>Total Price</u>	\$360.00
Professional services				
Check 100673	Date Paid: 02/11/2016	Medicine Lake Tours	Amount:	\$110.00
Inv. 160203	02/03/2016	2.3.16 addl passengers Rice Park trip		
<u>Item Description</u>			<u>Total Price</u>	\$110.00
payment for additional passengers Rice Park Trip				
Check 100674	Date Paid: 02/11/2016	MES Inc	Amount:	\$257.76
Inv. 00707116SNV	01/20/2016	12ea Air mask bags		
<u>Item Description</u>			<u>Total Price</u>	\$257.76
12ea Air mask bags				
Check 100675	Date Paid: 02/11/2016	Metro Products Inc	Amount:	\$128.05
Inv. 113692	12/17/2015	Hex Nut & Meg Mech drill bits		
<u>Item Description</u>			<u>Total Price</u>	\$80.11
Hex Nut & Meg Mech drill bits				
Inv. 114385	01/19/2016	6ea Gloss Black MRO		
<u>Item Description</u>			<u>Total Price</u>	\$47.94
6ea Gloss Black MRO				
Check 100676	Date Paid: 02/11/2016	Metropolitan Area Mgmt. Assoc/MAMA	Amount:	\$45.00
Inv. 2048	01/22/2016	2016 Dave Callister membership		
<u>Item Description</u>			<u>Total Price</u>	\$45.00
Inv #2048 - 2016 Membership Dues				
Check 100677	Date Paid: 02/11/2016	Midwest Blinds	Amount:	\$6,312.00
Inv. 31621	01/20/2016	PCC Plymouth Room blind replacement		
<u>Item Description</u>			<u>Total Price</u>	\$6,312.00
replaced Plymouth Room blinds				
Check 100678	Date Paid: 02/11/2016	Midwest Lawn Sprinklers	Amount:	\$341.04
Inv. 122013126	01/07/2016	4615 Xene Ln sprnklr syst repairs		
<u>Item Description</u>			<u>Total Price</u>	\$341.04
Sprinkler Repair				
Check 100679	Date Paid: 02/11/2016	Minger Construction Inc	Amount:	\$84,667.33
Inv. 151231	12/31/2015	Proj15014 #1 Water Front LS rehab		
<u>Item Description</u>			<u>Total Price</u>	\$84,667.33
Water Front Lift Station Rehabilitation Contract				
Check 100680	Date Paid: 02/11/2016	Minnesota AWWA	Amount:	\$1,050.00
Inv. 160415	02/09/2016	4.5.16 6 Registrations for operator school		
<u>Item Description</u>			<u>Total Price</u>	\$1,050.00
Metro Water School				
Check 100681	Date Paid: 02/11/2016	Minnesota Pipe & Equipment	Amount:	\$1,489.89
Inv. 0350707	01/20/2016	2ea Manhole Lid Extractors		
<u>Item Description</u>			<u>Total Price</u>	\$451.00
two manhole extractors				
Inv. 0350795	01/20/2016	Hydrant parts;12ea flange gaskets & flanges,traffice repair,10"		
<u>Item Description</u>			<u>Total Price</u>	

Hydrant parts				\$773.76
Inv. 0350866	01/20/2016	Manhole Extractor		
<u>Item Description</u>				<u>Total Price</u>
Manhole Extractor				\$265.13
Check 100682	Date Paid: 02/11/2016	Minnesota Recreation & Park Assoc/MRPA	Amount:	\$288.00
Inv. 8785	01/29/2016	16 Basketball team registration		
<u>Item Description</u>				<u>Total Price</u>
Basketball Team Registrations				\$288.00
Check 100683	Date Paid: 02/11/2016	Mint Roofing Inc	Amount:	\$444.19
Inv. 60519	01/31/2016	PW Mechanical room roof leak		
<u>Item Description</u>				<u>Total Price</u>
				\$444.19
Check 100684	Date Paid: 02/11/2016	MN BCA	Amount:	\$75.00
Inv. 27275OLDMT16C	02/10/2016	David Groth 1.22.16 DMT Recertif		
<u>Item Description</u>				<u>Total Price</u>
Registration for DMT Recert-Groth				\$75.00
Check 100685	Date Paid: 02/11/2016	MN Rural Water Association/MRWA	Amount:	\$1,375.00
Inv. 160301	02/10/2016	3.1/3.3.16 5 Registr Water/Wastewater conf		
<u>Item Description</u>				<u>Total Price</u>
School for Glen W, Scott N, Ben P, Tim P and Kevin M				\$1,375.00
Check 100686	Date Paid: 02/11/2016	NCPERS Minnesota	Amount:	\$1,312.00
Inv. 6956216	01/22/2016	Feb'16 Voluntary Life Ins premium		
<u>Item Description</u>				<u>Total Price</u>
Billing 6956216, Feb. 2016 Voluntary Life Ins Premiums				\$1,312.00
Check 100687	Date Paid: 02/11/2016	Nelson Computer Training Inc	Amount:	\$250.00
Inv. 1406	01/19/2016	1.19.16 PowerPoint Training		
<u>Item Description</u>				<u>Total Price</u>
Invoice 1406: 01/19/2016 PowerPoint Training				\$250.00
Check 100688	Date Paid: 02/11/2016	New Look Contracting Inc	Amount:	\$101,920.75
Inv. 151231	12/31/2015	Proj11042&15005 #1 Everest&Parkdale Drainage		
<u>Item Description</u>				<u>Total Price</u>
Everest & Parkdale Drainage Improvement				\$101,920.75
Check 100689	Date Paid: 02/11/2016	Northern Sanitary/Norsan	Amount:	\$406.03
Inv. 178865	01/28/2016	IC handsoap,sponges,tile clnr,waxed bags,urinal screens		
<u>Item Description</u>				<u>Total Price</u>
				\$406.03
Check 100690	Date Paid: 02/11/2016	Office Depot	Amount:	\$1,375.42
Inv. 816531248001	01/08/2016	1bx Laser address labels		
<u>Item Description</u>				<u>Total Price</u>
1bx Laser address labels				\$49.54
Inv. 816531302001	01/11/2016	Self inking dater w/ extra pad		
<u>Item Description</u>				<u>Total Price</u>
Self inking dater w/ extra pad				\$15.83
Inv. 816593385001	01/08/2016	Erasable/reversible wall planner,wall calendar,blue & red pens,e		
<u>Item Description</u>				<u>Total Price</u>
Erasable/reversible wall planner,wall calendar,blue & red pens,e				\$82.40
Inv. 817047558001	01/08/2016	2ea Desktop reference rack		
<u>Item Description</u>				<u>Total Price</u>
2ea Desktop reference rack				\$79.54
Inv. 817047581001	01/11/2016	6ea binders,3bx twin pocket portfolios,2pk brochure paper,magnif		
<u>Item Description</u>				<u>Total Price</u>
6ea binders,3bx twin pocket portfolios,2pk brochure paper,magnif				\$194.61
Inv. 817047582001	01/11/2016	Cable ties		

	<u>Item Description</u>			<u>Total Price</u>
	Cable ties			\$10.91
Inv. 817064166001	01/11/2016	2bx avery business cards stock,receipt book,dry-erase markers,ca		
	<u>Item Description</u>			<u>Total Price</u>
	2bx avery business cards stock,receipt book,dry-erase markers,ca			\$135.02
Inv. 818312861001A	01/22/2016	2ea Desktop reference rack;cr to inv 817047558001		
	<u>Item Description</u>			<u>Total Price</u>
	2ea Desktop reference rack;cr to inv 817047558001			(\$79.54)
Inv. 819137755001	01/21/2016	Tab dividers,25ea desk file sorter,9ea binders		
	<u>Item Description</u>			<u>Total Price</u>
	Tab dividers,25ea desk file sorter,9ea binders			\$434.66
Inv. 819160973001	01/21/2016	5ea surge protector		
	<u>Item Description</u>			<u>Total Price</u>
	5ea surge protector			\$75.95
Inv. 819273647001	01/21/2016	1dz steno books,1bx folders,calendar,cover-up&labeling tape,4usb		
	<u>Item Description</u>			<u>Total Price</u>
	1dz steno books,1bx folders,calendar,cover-up&labeling tape,4usb			\$194.32
Inv. 819273773001	01/23/2016	Pre-inked stamp		
	<u>Item Description</u>			<u>Total Price</u>
	Pre-inked stamp			\$24.99
Inv. 819449622001	01/22/2016	10ea surge protector, mounting tape		
	<u>Item Description</u>			<u>Total Price</u>
	10ea surge protector, mounting tape			\$157.19
Check 100691	Date Paid: 02/11/2016	Office of MN IT Services	Amount:	\$104.00
Inv. DV16010511	02/03/2016	Jan'16 Router/CSU for CJDN		
	<u>Item Description</u>			<u>Total Price</u>
	Estimate Router/CSU for CJDN 2016			\$104.00
Check 100692	Date Paid: 02/11/2016	Rayito de Sol LLC	Amount:	\$3,515.20
Inv. 160201	02/01/2016	Jan-Feb'16 Zumba		
	<u>Item Description</u>			<u>Total Price</u>
	Zumba - Jan-Feb 2016			\$3,109.60
Inv. 160201A	02/01/2016	Jan-Feb'16 Zumba Gold		
	<u>Item Description</u>			<u>Total Price</u>
	Zumba Gold - Jan-Feb 2016			\$280.80
				\$124.80
Check 100693	Date Paid: 02/11/2016	Real Time Translations Inc/RTT	Amount:	\$49.00
Inv. 108221	02/01/2016	Feb16 PD access fees/Jan minutes used		
	<u>Item Description</u>			<u>Total Price</u>
	February Access Charge and Usage			\$49.00
Check 100694	Date Paid: 02/11/2016	Republic Services #894	Amount:	\$68,863.20
Inv. 0894004000006	01/25/2016	Jan'16 IC Rubbish Removal		
	<u>Item Description</u>			<u>Total Price</u>
	January Trash Service			\$373.45
Inv. 0894004002843	01/31/2016	Jan'16 Dropoff/Curbside recycling		
	<u>Item Description</u>			<u>Total Price</u>
	Curbside Residential Recycling January 2016			\$65,156.91
	Sun Valley Mobile Home Park January 2016			\$98.84
	Drop-off Site January 2016			\$3,234.00
Check 100695	Date Paid: 02/11/2016	Rick Johnson Deer & Beaver	Amount:	\$190.00
Inv. 160131	02/01/2016	Jan'16 2 Dead Deer call pickups		
	<u>Item Description</u>			<u>Total Price</u>
	January deer pickup			\$190.00
Check 100696	Date Paid: 02/11/2016	Room to Breathe	Amount:	\$700.00
Inv. 160210	02/10/2016	1.4/2.16.16 Fitness class instruction		

	<u>Item Description</u>			<u>Total Price</u>
	Fitness - Chair, Tone, Mindful - Jan 16			\$700.00
Check 100697	Date Paid: 02/11/2016	Shingle Creek Watershed Mngmnt	Amount:	\$55,777.10
Inv. 236	01/01/2016	2016 Membership Assessment		
	<u>Item Description</u>			<u>Total Price</u>
	Membership Assessment Shingle Creek			\$55,777.10
Check 100698	Date Paid: 02/11/2016	Short Elliott Hendrickson Inc/SEH	Amount:	\$4,171.52
Inv. 309473	01/12/2016	Proj12010 Dec'15 Traffic signal system		
	<u>Item Description</u>			<u>Total Price</u>
	Design Services for Cheshire and Fernbrook Signals			\$377.74
Inv. 309768	01/19/2016	Dec'15 2014 Antenna projects R2014.1992/2015.5932		
	<u>Item Description</u>			<u>Total Price</u>
	At and T Zach WT, Verizon at La Compte			\$938.48
Inv. 309770	01/19/2016	Dec'15 2016 Antenna projects R2015.5365 & R2015.5874		
	<u>Item Description</u>			<u>Total Price</u>
	Verizon PCS-LTE at Zach At and T at La Compte LTE			\$2,855.30
Check 100699	Date Paid: 02/11/2016	Audrey M Splinter-Fresh & Gregory A Fresh	Amount:	\$339.71
Inv. 24154275	02/10/2016	15810 51st Ave N water refund		
	<u>Item Description</u>			<u>Total Price</u>
	Utility Refund #24154275 15810 51st Ave N			\$339.71
Check 100700	Date Paid: 02/11/2016	Streicher's Inc	Amount:	\$126.95
Inv. I1192311	01/27/2016	Nameplate & lettering; M Nordby		
	<u>Item Description</u>			<u>Total Price</u>
	Nameplate & lettering; M Nordby			\$19.98
Inv. I1193389	02/02/2016	Tactical Thigh Holster; S Kliest		
	<u>Item Description</u>			<u>Total Price</u>
	Tactical Thigh Holster; S Kliest			\$54.99
Inv. I1193813	02/04/2016	Name tags; E Jacobson		
	<u>Item Description</u>			<u>Total Price</u>
	Name tags; E Jacobson			\$51.98
Check 100701	Date Paid: 02/11/2016	Superior Brookdale Ford	Amount:	\$62.33
Inv. 122227	01/21/2016	3ea keys		
	<u>Item Description</u>			<u>Total Price</u>
	3ea keys			\$16.23
Inv. 122229	01/21/2016	Hose		
	<u>Item Description</u>			<u>Total Price</u>
	Hose			\$46.10
Check 100702	Date Paid: 02/11/2016	T Mobile	Amount:	\$56.58
Inv. 4659773110216	02/02/2016	Feb'16 UT/SW GPS		
	<u>Item Description</u>			<u>Total Price</u>
				\$56.58
Check 100703	Date Paid: 02/11/2016	Taser Training	Amount:	\$390.00
Inv. TASE27666	05/07/2015	5.7.15 Andy Clayburn V19 taser training		
	<u>Item Description</u>			<u>Total Price</u>
	Registration for Training-Clayburn			\$390.00
Check 100704	Date Paid: 02/11/2016	Taylor Electric Company LLC	Amount:	\$13,083.51
Inv. 853	01/16/2016	CWP Exterior lighting		
	<u>Item Description</u>			<u>Total Price</u>
	Exterior Lighting-CWP			\$1,990.90
Inv. 854	01/16/2016	CWPexterior lighting		
	<u>Item Description</u>			<u>Total Price</u>
	Exterior Lighting-CWP			\$5,827.07
Inv. 855	01/16/2016	OCWP lighting and demo work		
	<u>Item Description</u>			<u>Total Price</u>

Lighting and demo work-Old CWP			\$2,259.00
Inv. 856	01/16/2016	ZWP interior lighting work	
<u>Item Description</u>			<u>Total Price</u>
Interior Lighting Work-ZWP			\$2,769.04
Inv. 857	01/16/2016	OCWP electrical demo	
<u>Item Description</u>			<u>Total Price</u>
Lighting and demo work-Old CWP			\$237.50
Check 100705	Date Paid: 02/11/2016	TDS Metrocom	Amount: \$2,184.99
Inv. 50950000216	02/13/2016	Feb'16 509.5000 Land lines/long distance	
<u>Item Description</u>			<u>Total Price</u>
			\$2,184.99
Check 100706	Date Paid: 02/11/2016	Terminal Supply Company	Amount: \$65.74
Inv. 7757001	01/19/2016	2ea Mini ball valve	
<u>Item Description</u>			<u>Total Price</u>
2ea Mini ball valve			\$65.74
Check 100707	Date Paid: 02/11/2016	Toll Company	Amount: \$146.59
Inv. 10118515	01/21/2016	6ea Polifan flap disc & ER70S-6 spool	
<u>Item Description</u>			<u>Total Price</u>
6ea Polifan flap disc & ER70S-6 spool			\$146.59
Check 100708	Date Paid: 02/11/2016	Truck Utilities & Mfg. Inc.	Amount: \$476.00
Inv. 0293282	01/04/2016	Parts for plow on LS truck	
<u>Item Description</u>			<u>Total Price</u>
Parts for plow on LS truck			\$476.00
Check 100709	Date Paid: 02/11/2016	Ultramax	Amount: \$12,140.00
Inv. 156602	01/20/2016	Various ammunition for PD	
<u>Item Description</u>			<u>Total Price</u>
2016 ammo delivery 1			\$12,140.00
Check 100710	Date Paid: 02/11/2016	Uniforms Unlimited Inc.	Amount: \$1,472.59
Inv. 126252	01/20/2016	Whitney Dorn New Officer Uniform purchase	
<u>Item Description</u>			<u>Total Price</u>
			\$568.91
Inv. 126262	01/20/2016	Anthony Boone PT CSO pants,shirts	
<u>Item Description</u>			<u>Total Price</u>
			\$338.76
Inv. 126982	01/21/2016	Brett Erickson New Officer Uniform purchase	
<u>Item Description</u>			<u>Total Price</u>
			\$564.92
Check 100711	Date Paid: 02/11/2016	United Rentals (North America) Inc	Amount: \$335.84
Inv. 134873674001	02/03/2016	2ea 2.5"x50' fire hose	
<u>Item Description</u>			<u>Total Price</u>
2ea 2.5"x50' fire hose			\$335.84
Check 100712	Date Paid: 02/11/2016	Universal Athletic Service Inc	Amount: \$14.00
Inv. 1501004358	01/14/2016	4 rolls floor tape	
<u>Item Description</u>			<u>Total Price</u>
			\$14.00
Check 100713	Date Paid: 02/11/2016	Verizon Wireless	Amount: \$6,807.31
Inv. 9759533457	01/25/2016	12.26/1.25.16 MDCs	
<u>Item Description</u>			<u>Total Price</u>
			\$4,335.53
Inv. 9759533458	01/25/2016	12.26/1.25.16 City cell phones	
<u>Item Description</u>			<u>Total Price</u>
			\$2,471.78
Check 100714	Date Paid: 02/11/2016	Vision Technology Solutions LLC	Amount: \$200.00
Inv. 32023	02/04/2016	Feb '16 Web Hosting	
<u>Item Description</u>			<u>Total Price</u>

Check 100715	Date Paid: 02/11/2016	The Watson Company	Amount:	\$938.09
Inv. 860295	01/21/2016	IC Concession food resupply		
<u>Item Description</u>			<u>Total Price</u>	
Items for resale in concessions			\$938.09	
Check 100716	Date Paid: 02/11/2016	Wenck Associates Inc	Amount:	\$7,962.10
Inv. 11600335	02/03/2016	Proj14006 Jan'16 ElmCreek stream restoration		
<u>Item Description</u>			<u>Total Price</u>	
14006 - Elm Creek Stream Restoraion Design			\$7,962.10	
Check 100717	Date Paid: 02/11/2016	Xcel Energy	Amount:	\$45,099.25
Inv. 51626172430116	02/01/2016	1.1/1.18.16 PCC/FH,HS,CC,FS3,PS,Residential Str lights		
<u>Item Description</u>			<u>Total Price</u>	
1.1/1.18.16 PCC/FH			\$3,539.16	
1.1/1.18.16 Historical Society			\$41.04	
1.1/1.18.16 City Center			\$2,246.11	
1.1/1.16.16 FS 3			\$391.41	
1.1/1.18.16 Public Safety			\$1,862.10	
1.1/1.17.16 Residential Street Lights			\$23,570.15	
Inv. 51626172431215	02/01/2016	12.14/12.31.15 PCC/FH,HS,CC,FS3,PS,Residential str light		
<u>Item Description</u>			<u>Total Price</u>	
12.15/12.31.15 PCC/FH			\$2,048.07	
12.15/12.31.15 Historical Society			\$17.96	
12.15/12.31.15 City Center			\$958.56	
12.14/12.31.15 FS 3			\$215.53	
12.15/12.31.15 Public Safety			\$826.90	
12.15/12.31.15 Residential Street Lights			\$9,382.26	
Check 100718	Date Paid: 02/11/2016	Ziegler Inc	Amount:	\$764.63
Inv. SW050249614	01/15/2016	Fire Stn1 generator repairs		
<u>Item Description</u>			<u>Total Price</u>	
Fire Stn1 generator repairs			\$764.63	
Check 100719	Date Paid: 02/11/2016	Internal Revenue Service/IRS	Amount:	\$371.81
Inv. 2016-00000027	02/05/2016	GARN IRS % - Tax Garnishment by % - IRS		
<u>Item Description</u>			<u>Total Price</u>	
02/05/2016 Deduction Tax Garnishment by % - IRS			\$371.81	
Check 100720	Date Paid: 02/11/2016	Law Enforce Labor Serv./Union	Amount:	\$1,539.44
Inv. 2016-00000028	02/05/2016	DUES POL - Police Union Dues *		
<u>Item Description</u>			<u>Total Price</u>	
02/05/2016 Deduction Police Union Dues			\$1,200.50	
02/05/2016 Deduction Police Union Fair Share			\$69.44	
02/05/2016 Deduction SGT Union Dues			\$269.50	
Check 100721	Date Paid: 02/11/2016	Minnesota CLE	Amount:	\$245.00
Inv. 160222	02/10/2016	2.22.16 Givonna Reed registration		
<u>Item Description</u>			<u>Total Price</u>	
2016 Public Sector Labor and Employment Law (Givonna Training)			\$245.00	
Check 100722	Date Paid: 02/11/2016	MN AFSCME Council #5	Amount:	\$2,393.54
Inv. 2016-00000031	02/05/2016	DUES MTCE - Maintenance Union Dues*		
<u>Item Description</u>			<u>Total Price</u>	
02/05/2016 Deduction Maintenance Union Dues			\$1,259.50	
02/05/2016 Deduction Maintenance Union Fair Share			\$93.40	
02/05/2016 Deduction CTP Union Dues			\$630.85	
02/05/2016 Deduction CTP Union Fair Share			\$331.54	
02/05/2016 Deduction CTP Part-Time Union Fair Share			\$67.80	
02/05/2016 Deduction AFSCME DUES W/ PEOPLE DED			\$10.45	
Check 100723	Date Paid: 02/11/2016	BCA MNJIS Sect-Kim L State of Minnesota	Amount:	\$19.75
Inv. 160204	02/10/2016	PD Access fingerprint request Non LE		

Item Description
PD Access Fingerprint Request (non LE)

Total Price
\$19.75

Check 100724 Date Paid: 02/11/2016 Ohja Sunilkumar Amount: \$130.00
Inv. 160208 02/10/2016 Return evidence / case 14.50407

Item Description
Return of Evidence \$130.00

Total Price
\$130.00

Total Payments: 214

Total Amount Paid: \$1,543,218.16

H.M.S. for Windows - Housing Assistance Payments
PAYMENT REGISTER - SUMMARY

Bank Account Description/Account Number
104791546468

Number	Date	Method	Status	Name Of Payee	Total
0008800	2/1/16	Computer Ck.	Paid	Granite Woods	\$3,884.00
0008801	2/1/16	Computer Ck.	Paid	Summer Creek Apts	\$1,739.00
0008802	2/1/16	Computer Ck.	Paid	Melair Associates/At The Lake Apartments	\$15,000.00
0008803	2/1/16	Computer Ck.	Paid	Wayne Austin	\$1,229.00
0008804	2/1/16	Computer Ck.	Paid	Bass Lake Hills Townhomes, LP	\$560.00
0008805	2/1/16	Computer Ck.	Paid	Vladimir Begun	\$566.00
0008806	2/1/16	Computer Ck.	Paid	Bigos Willow Creek	\$17,796.00
0008807	2/1/16	Computer Ck.	Paid	Bigos-Oakwood LLC	\$805.00
0008808	2/1/16	Computer Ck.	Paid	Currents	\$10,728.00
0008809	2/1/16	Computer Ck.	Paid	Esso Properties, LLC	\$986.00
0008810	2/1/16	Computer Ck.	Paid	Fernbrook Townhomes	\$1,454.00
0008811	2/1/16	Computer Ck.	Paid	Four Seasons Estates	\$8,336.00
0008812	2/1/16	Computer Ck.	Paid	Amy Haugen	\$767.00
0008813	2/1/16	Computer Ck.	Paid	Andrew Heal	\$693.00
0008814	2/1/16	Computer Ck.	Paid	Heartland-Plymouth LkVwCommons	\$0.00
0008815	2/1/16	Computer Ck.	Paid	Heartland-Plymouth LkVwCommons	\$0.00
0008816	2/1/16	Computer Ck.	Paid	Heartland-Plymouth LkVwCommons	\$44,224.00
0008817	2/1/16	Computer Ck.	Paid	IH2 Property Illinois LP	\$472.00
0008818	2/1/16	Computer Ck.	Paid	Elena & Boris Iliarski	\$497.00
0008819	2/1/16	Computer Ck.	Paid	Barbie Jo Kalash	\$707.00
0008820	2/1/16	Computer Ck.	Paid	Gennadiy Kharam	\$497.00
0008821	2/1/16	Computer Ck.	Paid	Lancaster Village Partnership	\$0.00
0008822	2/1/16	Computer Ck.	Paid	Lancaster Village Partnership	\$19,559.00
0008823	2/1/16	Computer Ck.	Paid	Shawn Liu	\$1,912.00
0008824	2/1/16	Computer Ck.	Paid	Xiao Yan Liu	\$1,143.00
0008825	2/1/16	Computer Ck.	Paid	Gregory Mazo	\$856.00
0008826	2/1/16	Computer Ck.	Paid	Joan M. Michaud	\$553.00
0008827	2/1/16	Computer Ck.	Paid	Parkside Apartments	\$3,994.00
0008828	2/1/16	Computer Ck.	Paid	Reese Pfeiffer	\$724.00
0008829	2/1/16	Computer Ck.	Paid	Plymouth Colony Apartments	\$13,810.00
0008830	2/1/16	Computer Ck.	Paid	Plymouth Ponds Ltd Partnership	\$8,745.00
0008831	2/1/16	Computer Ck.	Paid	Plymouth Pointe Apartments	\$437.00
0008832	2/1/16	Computer Ck.	Paid	Plymouth West View Estates LLC	\$0.00
0008833	2/1/16	Computer Ck.	Paid	Plymouth West View Estates LLC	\$16,000.00
0008834	2/1/16	Computer Ck.	Paid	Shenandoah Woods Apartments	\$14,012.00
0008835	2/1/16	Computer Ck.	Paid	Gopal B Shenoy	\$1,265.00
0008836	2/1/16	Computer Ck.	Paid	Plymouth Leased Housing Assoc	\$8,962.00
0008837	2/1/16	Computer Ck.	Paid	Narayanan Sundaresan	\$288.00
0008838	2/1/16	Computer Ck.	Paid	Dawa Tashi	\$1,084.00
0008839	2/1/16	Computer Ck.	Paid	Vicksburg Crossing	\$2,214.00
0008840	2/1/16	Computer Ck.	Paid	Vicksburg Commons	\$5,210.00
0008841	2/1/16	Computer Ck.	Paid	Wellington Apartments Partnership	\$2,949.00
0008842	2/1/16	Computer Ck.	Paid	David Wick	\$1,116.00
0008843	2/1/16	Computer Ck.	Paid	Xiang Zhan	\$1,002.00
0008844	2/1/16	Computer Ck.	Paid	David Zhao	\$837.00
0008845	2/1/16	Computer Ck.	Paid	Metropolitan Council - HRA	\$4,045.00
0008846	2/1/16	Computer Ck.	Paid	Minneapolis Public Housing Authority	\$2,097.00
0008847	2/1/16	Computer Ck.	Paid	Southeast MN Multi County HRA	\$297.58
0008848	2/1/16	Computer Ck.	Paid	St. Louis Park Housing Authority	\$1,197.00
0008849	2/1/16	Computer Ck.	Paid	Washington County HRA	\$1,204.50
0008850	2/1/16	Computer Ck.	Paid	Utility Reimbursement	\$62.00
0008851	2/1/16	Computer Ck.	Paid		\$40.00
0008852	2/1/16	Computer Ck.	Paid		\$32.00
0008853	2/1/16	Computer Ck.	Paid		\$2.00

2/12/16
9:15:06 AM

H.M.S. for Windows - Housing Assistance Payments
PAYMENT REGISTER - SUMMARY

Page: 0002
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0008854	2/1/16	Computer Ck.	Paid	<i>Utility Reimbursement</i>	\$52.00
0008855	2/11/16	Computer Ck.	Paid	Lancaster Village Partnership	\$463.00

Total For Bank Account **\$227,104.08**

	<u># Of Transactions</u>	<u>Totals</u>
Computer Checks	399	\$227,104.08
Manual Checks	0	\$0.00
Direct Deposits	0	\$0.00
Debit Cards	0	\$0.00

Total For Bank: **\$227,104.08**

Total - All Bank Accounts Printed: **\$227,104.08**

CITY OF PLYMOUTH

RESOLUTION No. 2016 -

RESOLUTION APPROVING DISBURSEMENTS ENDING FEBRUARY 13, 2016

WHEREAS, a list of disbursements for the period ending February 13, 2016 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:

BMO Harris Bank – Check Register

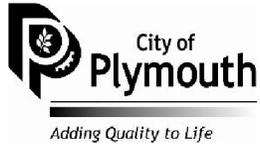
General & Special Revenue	\$ 275,077.40
Construction & Debt Service	\$ 616,211.81
Enterprise & Internal Service	\$ 651,222.46
Housing Redevelopment	\$ 706.49
Check Register Total	<u>\$ 1,543,218.16</u>

BMO Harris – Housing Assistance Payments

Housing & Redevelopment Authority	<u>\$ 227,104.08</u>
	\$ 227,104.08

GRAND TOTAL FOR ALL FUNDS \$ 1,770,322.24

ADOPTED by the City Council on this 23rd day of February, 2016



Agenda
Number: **6.03**

**REGULAR
COUNCIL MEETING**

February 23, 2016

To: Dave Callister, City Manager

Prepared by: Sandy Engdahl, City Clerk

Reviewed by: Luke Fischer, Administrative Services Director

Item: **Approve Tobacco License for Supervalu, Inc., d/b/a Rainbow Foods,
16705 County Road 24**

1. ACTION REQUESTED:

Adopt the attached resolution approving Tobacco License Supervalu, Inc., d/b/a Rainbow Foods, 16705 County Road 24.

2. BACKGROUND:

The City has received an application for Tobacco License from Supervalu, Inc., d/b/a Rainbow Foods, 16705 County Road 24. This is a new owner for this location. The license period would expire December 31, 2016.

3. BUDGET IMPACT:

The appropriate license fees have been received.

4. ATTACHMENTS:

Resolution

CITY OF PLYMOUTH

RESOLUTION No. 2016 -

RESOLUTION APPROVING TOBACCO LICENSE FOR SUPERVALU, INC., D/B/A RAINBOW FOODS, 16705 COUNTY ROAD 24

WHEREAS, the City has received an application for a Tobacco License for Supervalu, Inc., d/b/a Rainbow Foods, 16705 County Road 24; and

WHEREAS, the applicant has paid all fees and provided all required insurance documentation.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that the Tobacco License for Supervalu, Inc., d/b/a Rainbow Foods, 16705 County Road 24, is hereby approved for a license period expiring December 31, 2016.

APPROVED by the City Council on this 23rd day of February, 2016.

**REGULAR
COUNCIL MEETING**

February 23, 2016

To: Dave Callister, City Manager

Prepared by: Thomas Vetsch, Fleet and Facilities Manager

Reviewed by: Doran Cote, Director of Public Works

Item: **Approve Purchase of a Replacement Jetter/Sewer Vacuum and Hydro Excavation Unit**

1. ACTION REQUESTED:

Adopt the attached resolution approving the purchase of a replacement jetter/sewer vacuum and hydro excavation unit.

2. BACKGROUND:

The approved 2016 Central Equipment Budget and the 2016-2020 Capital Improvement Program (CIP) include funding to replace the City's existing jetter/sewer vacuum and hydro excavation unit as routine replacement after reaching the end of its useful life. The fleet standard is to replace this type of equipment every 12-13 years. Below is a photograph of the type of equipment proposed to be replaced.



The current jetter/sewer vacuum and hydro excavation unit was put in service May 28, 2004. The old unit will have been in service 12.5 years when the replacement unit is put into service. This unit is an important piece of equipment for the utilities divisions performing maintenance and repair functions. Some of the major uses for this equipment are:

- Hydro excavation to locate underground utilities
- Lift station cleaning with jetting and vacuuming
- Sewer line cleaning with the vacuum unit

The replacement unit will be purchased under two separate contracts in order to achieve the lowest cost possible. The City will purchase the truck chassis off the state contract realizing those savings. The truck chassis will then be delivered to the jetter/sewer vacuum and hydro excavation supplier to have those components installed under another state contract.

Rihm Motor Co. of St Paul has a state contract on a truck chassis meeting the City's specifications to carry the jetter/vacuum unit under contract number 77940 for \$111,858. Rihm Motor Co. has offered a trade value of \$50,000 for the City's existing jet/vacuum unit which will be accepted. The total cost due to Rihm Motor Co. after the trade \$61,858. Flexible Pipe Tool Co. of St. Joseph has a state contract for the jetter/sewer vacuum equipment meeting the city's specifications under contract 89007 for \$248,275.

3. BUDGET IMPACT:

The 2016 budget and 2016-2020 CIP include \$367,000 for this expenditure and there will be no negative impact to the budget for this purchase. The city is able to purchase the chassis and jetter/vacuum off state contracts (77940 and 89007).

Rihm Motor Co. (77940) after trade	\$61,858.00
State Sales tax on chassis	\$4,020.77
Total for chassis with tax	\$65,878.77
Flexible Pipe Tool (89007) for jetter/vacuum	<u>\$ 248,275.00</u>
Total for complete unit	\$314,153.77

4. ATTACHMENTS:

Resolution

CITY OF PLYMOUTH

RESOLUTION No. 2016-

RESOLUTION APPROVING THE PURCHASE OF A REPLACEMENT JETTER/SEWER VACUUM AND HYDRO EXCAVATION UNIT

WHEREAS, the 2016-2020 Capital Improvement Program (CIP) and Central Equipment budget include the purchase of a replacement Jetter/Sewer Vacuum and hydro excavation unit; and

WHEREAS, the City may make purchases off state contracts; and

WHEREAS, Rihm Motor Co. has been awarded a contract with the state for the truck chassis meeting the city's specifications, Contract #77940; and

WHEREAS, Flexible Pipe Tool Equipment. Has been awarded a contract with the State for jetter/sewer vacuum and hydro excavation equipment, Contract #89007; and

WHEREAS, the amount due to Rihm Motor Co less trade is \$61,858.00 plus sales tax at the time of registration of \$4,020.77 and the amount due to Flexible Pipe Tool Co. is \$248,275.00 (no sales tax) for a total expenditure of \$314,153.77.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA, to purchase a current model truck chassis from Rihm Motor Co., and the jetter/sewer vacuum and hydro excavation equipment from Flexible Pipe Tool Co.

FURTHER BE IT RESOLVED, the funding will be from Central Equipment 600-70-760-76001-8100.500 in the amount of \$314,153.77.

APPROVED by the City Council on this 23rd day of February, 2016.



**REGULAR
COUNCIL MEETING**

February 23, 2016

To: Dave Callister, City Manager

Prepared by: Sandy Engdahl, City Clerk

Reviewed by: Luke Fischer, Administrative Services Director

Item: **Approve Master Subscriber Agreement with the
Minnesota Judicial Board for Access to Minnesota
Court Information System**

1. ACTION REQUESTED:

Adopt the attached resolution approving Master Subscriber Agreement with the Minnesota Judicial Board for access to Minnesota Court Information System.

2. BACKGROUND:

The Campbell Knutson Law firm provides prosecution services to the City. Currently, the attorneys access the Minnesota Court Information System data through a software-based system. This software is provided to participating prosecuting agencies by the State. The State is converting to a web-based system for access (Minnesota Government Access). In order to continue access to this court data, the State requires that each government entity approve a Master Subscriber Agreement acknowledging the City's (prosecutor's) permissible uses of the court information and documents available on the system.

3. BUDGET IMPACT:

There are currently no costs associated with this access, as is the case under the current system. The Master Subscriber Agreement contains provisions regarding monthly fees. However, those provisions are contained in the document only in the event that fees are required in the future. At this point in time, the State has no expectation that this access will require fees.

4. ATTACHMENTS:

Master Subscriber Agreement
Resolution

**MASTER SUBSCRIBER AGREEMENT
FOR MINNESOTA COURT DATA SERVICES
FOR GOVERNMENTAL AGENCIES**

THIS AGREEMENT is entered into by and between

City of Plymouth

(Government Subscriber Name)

of 3400 Plymouth Boulevard, Plymouth, Minnesota 55447

(Government Subscriber Address)

(hereinafter "Government Subscriber") and THE STATE OF MINNESOTA

Office of State Court Administration

of 25 Rev. Dr. Martin Luther King Jr. Blvd. St. Paul, Minnesota 55155

(hereinafter "the Court").

Recitals

The Court offers Court Data Services, as defined herein, to Minnesota Government Subscribers as authorized by the Rules of Public Access and Court Order. The Court Data Services are offered to Government Subscribers as governmental units and are offered solely for certain governmental use as permitted herein. Government Subscriber desires to use Court Data Services, and the Court desires to provide the same, to assist Government Subscriber in the efficient performance of its governmental duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.

Court Data Services are defined in the Definitions section of this Agreement and may involve a one-way or two-way transmission of information between the parties, some of which may include court information that is not accessible to the public pursuant to the Rules of Public Access and which may not be disclosed by Government Subscriber without the prior approval of the appropriate court or record custodian. Government Subscriber agrees herein to limit its access to and use of Court Records and Court Documents through Court Data Services to the Government Subscriber's "Legitimate Governmental Business Need" as defined herein.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Court and Government Subscriber agree as follows:

1. TERM; TERMINATION; ONGOING OBLIGATIONS.

1.1 Term. This Agreement shall be effective on the date executed by the Court and shall remain in effect according to its terms.

1.2 Termination.

1.2.1 Either party may terminate this Agreement with or without cause by giving written notice to the other party. The effective date of the termination shall be thirty (30) days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. Termination of this Agreement pursuant to Clause 4.5 shall be effective immediately and may occur without prior notice to Government Subscriber.

1.2.2 The provisions of Clauses 5, 6, 8, 9, 10, 12.2, 12.3 and 15 through 24 shall survive any termination of this Agreement, as shall any other provisions that by their nature are intended or expected to survive such termination. Upon termination, the Government Subscriber shall perform the responsibilities set forth in paragraph 8.6 hereof.

1.3 Subsequent Agreement. This Agreement may be superseded by a subsequent agreement between the parties.

2. DEFINITIONS.

2.1 "Agency Account Manager" means the Government Subscriber employee assigned with the tasks of: (1) being the point of contact for communications between Government Subscriber and the Court; (2) maintaining a current list Government Subscriber's Individual Users and their signed User Acknowledgment Forms and promptly notifying the Court when Government Subscriber's Individual Users with individual logins should have accounts added or deleted; (3) reporting violations of this agreement by Government Subscriber's Individual Users and steps taken to remedy violations to the Court.

2.2 "Court Data Services" means one or more of the following services and includes any additional or modified services identified as such on the Justice Agency Resource webpage of the Minnesota Judicial Branch website, which is currently www.mncourts.gov, or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates:

2.2.1 "Bulk Data Delivery" means the electronic transmission of Court Records in bulk form from the Court to the Government Subscriber, from one or more of the Court's databases and through any means of transmission, as described in applicable Policies & Notices and materials referenced therein.

2.2.2 "Court Integration Services" means pre-defined automated transmissions of i) Court Records from the Court's computer systems to Government Subscriber's computer systems; and/or ii) Government Subscriber Records from the Government Subscriber's computer systems to the Court's computer systems; on a periodic basis or as triggered by pre-determined events, as described in applicable Policies & Notices and materials referenced therein.

2.2.3 "MNCIS Login Accounts" means a digital login account created for and provided to the Government Subscriber for online access to and use of Court Records and Court Documents maintained by the Minnesota Court

Information System (“MNCIS”), as described in applicable Policies & Notices and materials referenced therein.

- 2.3 “Court Data Services Databases”** means any databases and the data therein, used as a source for Court Data Services, together with any documentation related thereto, including without limitation descriptions of the format or contents of data, data schemas, and all related components.
- 2.4 “Court Data Services Programs”** means any computer application programs, routines, transport mechanisms, and display screens used in connection with Court Data Services, together with any documentation related thereto.
- 2.5 “Court Records”** means all information in any form made available by the Court and/or its affiliates to Government Subscriber for the purposes of carrying out this Agreement, including:
- 2.5.1 “Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information and Court Documents, as defined herein.
- 2.5.2 “Court Confidential Case Information”** means any information in the Court Records (including Court Documents) that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- 2.5.3 “Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- 2.5.4 “Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.
- 2.5.5 “Court Documents”** means electronic images of documents that are part of or included in a court file.
- 2.6 “DCA”** means the District Court Administrator pursuant to Minnesota Statutes, section 485.01.
- 2.7 “Government Subscriber Records”** means any information in any form made available by the Government Subscriber to the Court and/or its affiliates for the purposes of carrying out this Agreement.
- 2.8 “Government Subscriber’s Individual Users”** means Government Subscriber’s employees or independent contractors whose use or access of Court Data Services,

as well as the access, use and dissemination of Court Records (including Court Documents), is necessary to effectuate the purposes of this Agreement.

- 2.9 **“Legitimate Governmental Business Need”** means a requirement, duty or obligation for the efficient performance of governmental tasks or governmental responsibilities and as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.
- 2.10 **“Policies & Notices”** means the policies and notices published by the Court and/or its affiliates in connection with each of its Court Data Services, on a website or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates. Policies & Notices for each Court Data Service, hereby made part of this Agreement by reference, provide additional terms and conditions that govern Government Subscriber’s use of such services, including but not limited to provisions on fees, access and use limitations, and identification of various third party applications, such as transport mechanisms, that Government Subscriber may need to procure separately to use Court Data Services.
- 2.11 **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court and/or the SCAO entitled “Limits on Public Access to Case Records” or “Limits on Public Access to Administrative Records,” all of which by this reference are made a part of this Agreement. It is the obligation of Government Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. Such rules, lists, and tables are posted on the main website for the Court, for which the current address is www.mncourts.gov.
- 2.12 **“SCAO”** means the State of Minnesota, State Court Administrator's Office.
- 2.13 **“This Agreement”** means this Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies, including all Exhibits, Policies & Notices, and other documents referenced, attached to, or submitted or issued hereunder.
- 2.14 **“Trade Secret Information of SCAO and its licensors”** is defined in sections 8.1, 8.2 and 8.4 of this Agreement.
- 2.15 **“User Acknowledgement Form”** means the form signed by Government Subscriber’s Individual Users to confirm in writing that the Individual User has read and understands the requirements and restrictions in this Agreement (Exhibit A).
3. **DATA ACCESS SERVICES PROVIDED TO GOVERNMENT AGENCY.** Following execution of this Agreement by both parties, Government Subscriber will be offered access to the Court Records (including Court Documents) described in the Government Subscriber Access Chart, which is posted on the Policies & Notices.

4. AUTHORIZED ACCESS, USE, AND DISSEMINATION OF COURT DATA SERVICES AND COURT RECORDS LIMITED; TRAINING; VIOLATIONS; SANCTIONS.

4.1 Authorized Access to Court Data Services and Court Records.

4.1.1 Government Subscriber and Government Subscriber's Individual Users shall access only the Court Data Services and Court Records (including Court Documents) necessary for a Legitimate Governmental Business Need.

4.1.2 The access of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.

4.1.3 Government Subscriber and Government Subscriber's Individual Users shall not access or attempt to access Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

4.2 Authorized Use of Court Data Services and Court Records.

4.2.1 Government Subscriber and Government Subscriber's Individual Users shall use the Court Data Services and Court Records (including Court Documents) accessed only for a Legitimate Governmental Business Need and according to the instructions provided in corresponding Policies & Notices or other materials.

4.2.2 The use of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.

4.2.3 Government Subscriber and Government Subscriber's Individual Users shall not use or attempt to use Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

4.3 Dissemination of Court Records. Government Subscriber and Government Subscriber's Individual Users shall not share the Court Records (including Court Documents) accessed and data therefrom with third parties and other individuals other than as needed to further a Legitimate Governmental Business Need.

4.4 Training. Government Subscriber shall provide Government Subscriber's Individual Users training in the proper access, use, and dissemination of Court Records (including Court Documents).

4.5 Violations.

4.5.1 The access, use, or dissemination of Court Data Services or Court Records (including Court Documents) beyond what is necessary for a Legitimate

Governmental Business Need by Government Subscriber or Government Subscriber's Individual Users is a violation of this Agreement. The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal use is a violation of this Agreement.

4.5.2 Any violation pursuant to Clause 4.5.1, or any unauthorized or attempted access, use or dissemination of Court Data Services, Court Records or Court Documents by Government Subscriber or Government Subscriber's Individual Users shall be grounds for the Court to impose sanctions as described in Clause 4.6 and to terminate this Agreement without prior notice to Government Subscriber and/or Government Subscriber's Individual Users.

4.6 Sanctions.

4.6.1 Sanctions for a violation pursuant to Clause 4.5.1 may be imposed upon a Government Subscriber and/or Government Subscriber's Individual Users and may include the suspension of access or termination of access for Government Subscriber and/or Government Subscriber's Individual Users.

4.6.2 If the Court decides to terminate the access for Government Subscriber and/or Government Subscriber's Individual Users, the Court shall notify the affected party in writing. The termination shall be effective immediately. Prior notice to Government Subscriber and/or Government Subscriber's Individual Users is not required. Reinstatement of the access shall only be upon the written direction of the Court.

5. GUARANTEES OF CONFIDENTIALITY. Government Subscriber agrees:

5.1 To not disclose Court Confidential Information to any third party except where necessary to carry out the Government Subscriber's Legitimate Governmental Business Need as defined in this Agreement.

5.2 To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Government Subscriber's obligations under this Agreement.

5.3 To limit the use of and access to Court Confidential Information to Government Subscriber's Individual Users. Government Subscriber shall advise Government Subscriber's Individual Users of the restrictions upon access, use and disclosure contained in this Agreement, requiring each Government Subscriber's Individual User to acknowledge in writing that the individual has read and understands such restrictions. Government Subscriber's Individual Users shall sign the User Acknowledgment Form (Exhibit A) before accessing Court Data Services.

5.4 That, without limiting Clause 1 of this Agreement, the obligations of Government Subscriber and Government Subscriber's Individual Users with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Agreement and the termination of their relationship with Government Subscriber.

5.5 That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Government Subscriber and Government Subscriber's Individual Users under this Agreement, such obligations of Government Subscriber and Government Subscriber's Individual Users are founded independently on the provisions of this Agreement.

5.6 That, a violation of Government Subscriber's agreements contained in this Clause 5, or a violation of those same agreements by Government Subscriber's Individual Users, shall be grounds for the Court to terminate this agreement and Government Subscriber and/or Government Subscriber's Individual Users access to Court Data Services and Court Records (including Court Documents).

6. **APPLICABILITY TO COURT CASE INFORMATION PROVIDED UNDER LEGAL MANDATE AND PREVIOUSLY DISCLOSED COURT RECORDS AND COURT DOCUMENTS.** Subscriber acknowledges and agrees:

6.1 **Court Case Information Provided Under Legal Mandate.** When the Court is required to provide Government Subscriber with Court Case Information under a legal mandate and the provision of such data by the Court is not optional or otherwise left to the discretion of the Court, for example in the case of a state statutory reporting requirement, the provisions of this Agreement that govern or restrict Government Subscriber's access to and use of Court Case Information do not apply to the specific data elements identified in the legal mandate, but remain in effect with respect to all other Court Case Information provided by the Court to Government Subscriber. All other provisions of this Agreement remain in full effect, including, without limitation, provisions that govern or restrict Government Subscriber's access to and use of Court Confidential Security and Activation Information.

6.2 **Previously Disclosed Court Records and Court Documents.** Without limiting section 6.1, all Court Records and Court Documents disclosed to Government Subscriber prior to the effective date of this Agreement shall be subject to the provisions of this Agreement.

7. **ACKNOWLEDGMENT BY INDIVIDUALS WITH ACCESS TO COURT RECORDS UNDER THIS AGREEMENT.**

7.1 **Requirement to Advise Government Subscriber's Individual Users.** To affect the purposes of this Agreement, Government Subscriber shall advise each of Government Subscriber's Individual Users who are permitted to use and/or access Court Data Services and Court Records (including Court Documents) under this Agreement of the requirements and restrictions in this Agreement.

7.2 **Required Acknowledgement by Government Subscriber's Individual Users.**

7.2.1 Government Subscriber shall require each of Government Subscriber's Individual Users to sign the User Acknowledgement Form (Exhibit A).

7.2.2 The User Acknowledgement Forms of current Government Subscriber's Individual Users must be obtained prior to submitting this Agreement to the

Court for approval and shall accompany the submission of this Agreement for approval.

7.2.3 Until the User Acknowledgement Form required in Clause 7.2.1 is signed, a Government Subscriber's Individual User is prohibited from accessing, using or disseminating Court Data Services and Court Records (including Court Documents). The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by a Government Subscriber's Individual User that has not completed a User Acknowledgement Form as required in Clause 7.2.1 is a violation of this Agreement.

7.2.4 Government Subscriber shall keep all such written User Acknowledgment Forms on file while this Agreement is in effect and for one (1) year following the termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such acknowledgements upon request to the Agency Account Manager.

7.2.5 The User Acknowledgment Forms are incorporated herein by reference.

8. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Agreement, subject to the terms and conditions hereof, the Court, with the permission of the SCAO, hereby grants to Government Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive Court Records (including Court Documents). SCAO and the Court reserve the right to make modifications to the Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Government Subscriber. These modifications shall be treated in all respects as their previous counterparts.

8.1 Court Data Services Programs. SCAO is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of SCAO and its licensors.

8.2 Court Data Services Databases. SCAO is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of SCAO and its licensors.

8.3 Marks. Government Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

8.4 Restrictions on Duplication, Disclosure, and Use.

8.4.1 Trade secret information of SCAO and its licensors will be treated by Government Subscriber in the same manner as Court Confidential

Information. In addition, Government Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of SCAO or its licensors, in any way or for any purpose not specifically and expressly authorized by this Agreement. As used herein, "trade secret information of SCAO and its licensors" means any information possessed by SCAO which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of SCAO and its licensors" does not, however, include information which was known to Government Subscriber prior to Government Subscriber's receipt thereof, either directly or indirectly, from SCAO or its licensors, information which is independently developed by Government Subscriber without reference to or use of information received from SCAO or its licensors, or information which would not qualify as a trade secret under Minnesota law.

8.4.2 It will not be a violation of Clause 8.4 for Government Subscriber to make up to one (1) copy of training materials and configuration documentation for each individual authorized to access, use, or configure Court Data Services, solely for its own use in connection with this Agreement.

8.4.3 Government Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of SCAO and its licensors and Government Subscriber will advise Government Subscriber's Individual Users who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of SCAO and its licensors, of the restrictions upon duplication, disclosure and use contained in this Agreement.

8.5 Proprietary Notices. Government Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of SCAO and its licensors, or any part thereof, made available by SCAO or the Court, and Government Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of SCAO and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Government Subscriber by SCAO or the Court, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

8.6 Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, made available by the Court and SCAO to Government Subscriber hereunder, and all copies, including partial copies, thereof are and remain the property of the respective licensor. Within ten days of the effective date of termination of this Agreement, Government Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration

materials, if any, and logon account information; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

- 8.7 Reasonable Security Measures.** The Court may add reasonable security measures including, but not limited to, a time-out feature, to Court Data Services Programs.
- 9. INJUNCTIVE RELIEF; LIABILITY.** Government Subscriber acknowledges that the Court, SCAO, SCAO's licensors, and DCA will be irreparably harmed if Government Subscriber's obligations under this Agreement are not specifically enforced and that the Court, SCAO, SCAO's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Government Subscriber of its obligations. Therefore, Government Subscriber agrees that the Court, SCAO, SCAO's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Government Subscriber or Government Subscriber's Individual Users without the necessity of the Court, SCAO, SCAO's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Government Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Government Subscriber shall be liable to the Court, SCAO, SCAO's licensors, and DCA for reasonable attorney's fees incurred by the Court, SCAO, SCAO's licensors, and DCA in obtaining any relief pursuant to this Agreement.
- 10. COMPROMISE LIABILITY.** Government Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Government Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Government Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law.
- 11. AVAILABILITY.** Specific terms of availability shall be established by the Court and set forth in the Policies & Notices. The Court reserves the right to terminate this Agreement immediately and/or temporarily suspend Government Subscriber's approved Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system. Monthly fees, if any, shall be prorated only for periods of suspension or upon termination of this Agreement.
- 12. ADDITIONAL USER OBLIGATIONS.** The obligations of the Government Subscriber set forth in this section are in addition to the other obligations of the Government Subscriber set forth elsewhere in this Agreement.
- 12.1 Judicial Policy Statement.** Government Subscriber agrees to comply with all policies identified in applicable Policies & Notices. Upon failure of the Government Subscriber to comply with such policies, the Court shall have the option of immediately suspending or terminating the Government Subscriber's Court Data Services on a temporary basis and/or immediately terminating this Agreement.

12.2 Access and Use; Log.

- 12.2.1 Government Subscriber shall be responsible for all access to and use of Court Data Services and Court Records (including Court Documents) by Government Subscriber's Individual Users or by means of Government Subscriber's equipment or passwords, whether or not Government Subscriber has knowledge of or authorizes such access and use.
- 12.2.2 Government Subscriber shall also maintain a log identifying all persons to whom Government Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Government Subscriber shall maintain such logs while this Agreement is in effect and for a period of one (1) year following termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such logs upon request.
- 12.2.3 Government Subscriber, through the Agency Account Manager, shall promptly notify the Court when Government Subscriber's Individual Users with individual logins should have accounts added or deleted. Upon Government Subscriber's failure to notify the Court of these changes, the Court may terminate this Agreement without prior notice to Government Subscriber.
- 12.2.4 The Court may conduct audits of Government Subscriber's logs and use of Court Data Services and Court Records (including Court Documents) from time to time. Upon Government Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Agreement without prior notice to Government Subscriber.

12.3 Personnel. Government Subscriber agrees to investigate (including conducting audits), at the request of the Court, allegations of misconduct pertaining to Government Subscriber's Individual Users having access to or use of Court Data Services, Court Confidential Information, or trade secret information of the SCAO and its licensors where such persons violate the provisions of this Agreement, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records. Government Subscriber, through the Agency Account Manager, agrees to notify the Court of the results of such investigation, including any disciplinary actions, and of steps taken to prevent further misconduct. Government Subscriber agrees to reimburse the Court for costs to the Court for the investigation of improper use of Court Data Services, Court Records (including Court Documents), or trade secret information of the SCAO and its licensors.

13. FEES AND INVOICES. Applicable monthly fees commence ten (10) days after notice of the Court's approval of this Agreement or upon the initial Government Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the State shall invoice Government Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within thirty (30) days of the date of the invoice, the Court may immediately cancel this Agreement without notice to Government Subscriber and pursue all available legal remedies. Government Subscriber certifies that

funds have been appropriated for the payment of charges under this Agreement for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. SCAO may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty (30) days from the publication of the Policies & Notices. Government Subscriber shall have the option of accepting such changes or terminating this Agreement as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

15.1 WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

15.2 ACCURACY, COMPLETENESS AND AVAILABILITY OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS. THE COURT IS NOT LIABLE FOR ANY COURT RECORDS OR COURT DOCUMENTS NOT AVAILABLE THROUGH COURT DATA SERVICES DUE TO COMPUTER OR NETWORK MALFUNCTION, MISTAKE OR USER ERROR.

16. RELATIONSHIP OF THE PARTIES. Government Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, SCAO, SCAO'S licensors, or DCA. Neither Government Subscriber nor the Court, SCAO, SCAO'S licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in Clause 2 regarding notices of or modifications to Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding notices of or modification of fees, any notice to Court or Government Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by either Party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. **FORCE MAJEURE.** Neither party shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.
20. **SEVERABILITY.** Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.
21. **ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Party may assign, delegate and/or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any corporation or other legal entity into, by or with which Government Subscriber may be merged, acquired or consolidated or which may purchase the entire assets of Government Subscriber.
22. **GOVERNING LAW.** This Agreement shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.
23. **VENUE AND JURISDICTION.** Any action arising out of or relating to this Agreement, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Government Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.
24. **INTEGRATION.** This Agreement sets forth the entire Agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. Except as otherwise expressly provided in Clause 2 regarding Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding fees, any amendments or modifications to this Agreement shall be in writing signed by both Parties.
25. **MINNESOTA DATA PRACTICES ACT APPLICABILITY.** If Government Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Government Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Government Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided under this Agreement; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Agreement, intending to be bound thereby.

1. GOVERNMENT SUBSCRIBER
Government Subscriber must attach documented verification of authority to sign on behalf of and bind the entity (“Master Subscriber Agreement Signing Authority”), such as a council resolution, board authority or legally binding decision maker, and attach same as Exhibit B.

By _____
(SIGNATURE)

Date _____

Name (typed) _____

Title _____

Office _____

2. THE COURT

By _____
(SIGNATURE)

Date _____

Title CIO/Director

Information Technology
Division of State Court
Administration

3. Form and execution approved
for Court by:

By: _____
(SIGNATURE)

Title: Staff Attorney - Legal Counsel Division

Date: _____

CITY OF PLYMOUTH

RESOLUTION No. 2016-

RESOLUTION APPROVING MINNESOTA GOVERNMENT ACCESS MASTER SUBSCRIBER AGREEMENT FOR ACCESS TO DISTRICT COURT RECORDS

WHEREAS, the City is located in the State of Minnesota; and

WHEREAS, the State of Minnesota is implementing a new Court data access system (MGA); and

WHEREAS, access to Court data is important for the City in its legal obligations to provide prosecution services for the City through its City Attorney; and

WHEREAS, the State of Minnesota requires that the City Council approving entering into the Minnesota Government Access Master Subscriber Agreement.

NOW, THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA, that the Minnesota Government Access Master Subscriber Agreement is hereby approved and the City Manager is authorized to sign said agreement.

APPROVED by the City Council on this 23rd day of February, 2016.



**REGULAR
COUNCIL MEETING**

February 23, 2016

To: Dave Callister, City Manager

Prepared by: Mike Payne, Assistant City Engineer

Reviewed by: Doran Cote, Director of Public Works

Item: **Approve Plans and Specifications and Order Advertisement for Bids for 2016 Sanitary Sewer Lining Project (16009)**

1. ACTION REQUESTED:

Adopt the attached resolution approving the final plans and specifications and ordering advertisement of bids for the above referenced project.

2. BACKGROUND:

The 2016 Sanitary Sewer Lining Project involves cleaning and lining approximately 32,700 linear feet of existing clay sewer pipe with a cured in-place pipe liner. The area chosen for the 2016 sewer lining project includes sections of sanitary sewer pipe as shown on the attached location map and is generally located in the southwest corner of the City near County Roads 6 and 101. The sections of sewer pipe northwest of County Road 6 and County Road 101 is a bid alternate and could be included with the project if the City receives favorable bids.

The Utilities Division identified these sewer pipes as being in need of cleaning and lining due to root obstruction. Cleaning and lining the pipes will restore structural integrity and flow characteristics to the pipe in a cost effective and less disruptive manner than excavating and replacing the existing pipes. Pipe lining is also an effective tool in reducing inflow and infiltration (I & I), as groundwater can easily get into old pipes, especially once root intrusion has occurred.

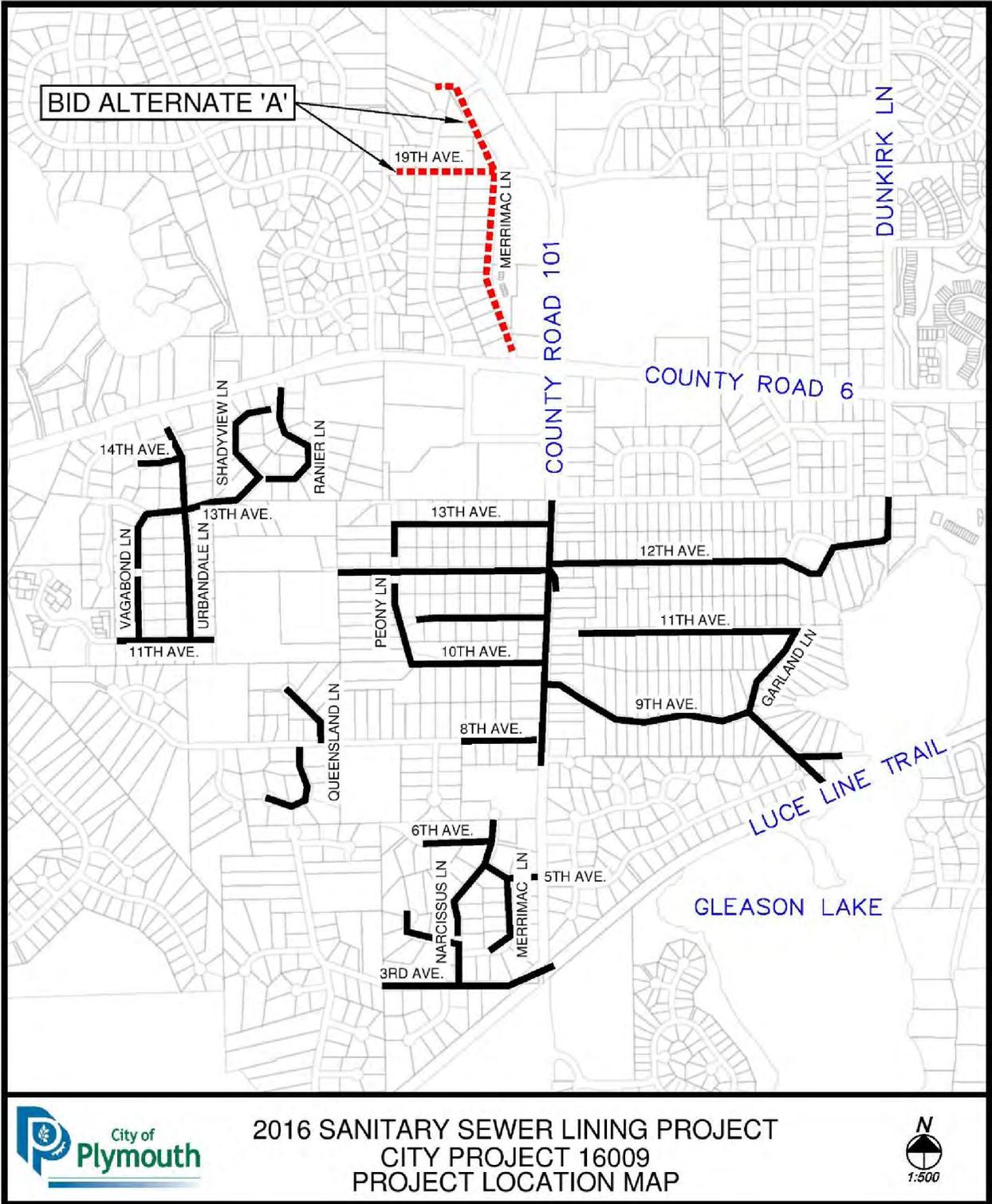
The bid opening will be on March 24, 2016, with construction expected to start in May or June. The final completion date for this project will be September 30, 2016. Once a contractor has been hired and a schedule is determined, notification will be sent to the adjacent property owners explaining the project and the approximate timeline. Residents will again be notified 48 hours prior to the actual work starting by the contractor.

3. BUDGET IMPACT:

The proposed project is included in the 2016 – 2020 Capital Improvement Program (CIP) for a total project cost of \$780,000. The total estimated project cost, including Bid Alternate A, is \$849,202.73 which includes 5% for contingencies, design, administration, and inspection, and will be financed from the Sewer Fund. If the bids exceed the budgeted amount, Bid Alternate A, which is estimated at \$78,000, could be excluded.

4. ATTACHMENTS:

Project Location Map
Resolution



2016 SANITARY SEWER LINING PROJECT
 CITY PROJECT 16009
 PROJECT LOCATION MAP



CITY OF PLYMOUTH

RESOLUTION No. 2016 -

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT FOR BIDS FOR THE 2016 SANITARY SEWER LINING PROJECT (16009)

WHEREAS, plans and specifications have been prepared by the City's Engineering staff for the 2016 Sanitary Sewer Lining Project in the City and said plans and specifications have been presented to the Council for approval.

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

1. Such plans and specifications, copies of which are on file in the City Engineer's office and made a part hereof, are hereby approved.
2. The City Clerk shall prepare and cause to be inserted in the official paper and in Minneapolis Builders Exchange an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published twice, shall specify the work to be done, shall state that bids will be received by the City Clerk until 10:00 a.m. on March 24, 2016, at which time they will be publicly opened in the City Council Chambers of the Plymouth City Center building at 3400 Plymouth Boulevard, Plymouth, Minnesota, by the Engineer and City Clerk, will then be tabulated, and will be considered by the council at 7:00 p.m. on April 12, 2016, in the City Council Chambers. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the City Council on the issue of responsibility. No bids will be considered unless sealed and filed with the City Clerk and accompanied by a cash deposit, cashier's check, bid bond or certified check payable to the City Clerk for five percent of the amount of such bid.

APPROVED by the City Council on this 23rd day of February, 2016.

**REGULAR
COUNCIL MEETING**

February 23, 2016

To: Dave Callister, City Manager

Prepared by: Ben Scharenbroich, Senior Engineering Technician

Reviewed by: Doran Cote, Director of Public Works

Item: Award Contract for 2016 Street Sweeping Program (16013)

1. ACTION REQUESTED:

Adopt the attached resolution approving award of the contract for the 2016 Street Sweeping Program (16013) to Precision Sealcoating, Inc. in the amount of \$119,003.40.

2. BACKGROUND:

The 2016 Street Sweeping Program will consist of three full City sweeps with regenerative air street sweepers. The first sweep would begin in April, 2016. Two more sweeps will occur during the summer, typically in June and again in August. Each sweep typically takes three weeks to complete. Regenerative air street sweeping efficiently removes sediments and phosphorus from local streets before the rain washes the materials into the City's storm sewer system. Street sweeping samples have been tested since 2007 and the results indicate approximately 1,100 pounds of phosphorus are collected off over 310 miles of City streets each year.

The following bids were received:

Contractor	Total Base Bid
Precision Sealcoating, Inc.	\$119,003.40
Reliakor Services, Inc.	\$119,380.00
Estimated Cost	\$135,000.00

The apparent low bidder, Precision Sealcoating, Inc. submitted a responsible bidder evaluation. Precision Sealcoating, Inc. did not indicate a 2012 City of Plymouth seal coating project nor did they indicate that contract was terminated. Precision Sealcoating, Inc., has provided good results in their street sweeping contracts with the City. They were awarded the contract for street sweeping in 2014 and 2015.

The bids were reviewed for accuracy, and the lowest responsible bid from Precision Sealcoating, Inc. was \$15,996.60 or 11.8% lower than the estimated cost. Staff estimates the discrepancy is due to low fuel prices. Staff believes that Precision Sealcoating, Inc. will be able to provide a quality and cost effective service to the City.

3. BUDGET IMPACT:

The project cost of \$119,003.40 will be funded from the Water Resources Fund. The 2016 approved Water Resources Budget includes \$135,000 for street sweeping.

4. ATTACHMENT:

Resolution

CITY OF PLYMOUTH

RESOLUTION No. 2016-

RESOLUTION AWARDING BID FOR 2016 STREET SWEEPING PROGRAM (16013)

WHEREAS, the 2016 Street Sweeping Program (16013) will consist of three full City sweeps with regenerative air street sweepers; and

WHEREAS, regenerative air street sweeping efficiently removes sediments and phosphorus from local streets before rain washes the materials into the City's storm sewer system; and

WHEREAS, two bids were received for the 2016 Street Sweeping Program (16013); bids were received, opened and tabulated according to law; and

WHEREAS, Precision Sealcoating, Inc. is the lowest responsible bidder complying with the minimum specifications.

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

1. The Mayor and City Manager are hereby authorized and directed to enter into the contract with Precision Sealcoating, Inc. for 2016 Street Sweeping Program, according to the plans and specifications on file in the office of the City Engineer in the amount of \$119,003.40.
2. The City Clerk is hereby authorized and directed to return the deposits made with the bids except that the deposits of the successful bidder shall be retained until a contract has been signed.
3. The funding source for this project is the Water Resources Fund.

APPROVED by the City Council on this 23rd day of February, 2016.

**REGULAR
COUNCIL MEETING**

February 23, 2016

To: Dave Callister, City Manager

Prepared by: Sandy Engdahl, City Clerk

Reviewed by: Luke Fischer, Administrative Services Director

Item: **Approve Temporary On-Sale Liquor Application for the Plymouth Arts Council**

1. ACTION REQUESTED:

Adopt the attached resolution approving the temporary on-sale liquor application for the Plymouth Arts Council's "Friends of the Art Night" on April 14 at the Plymouth Creek Center from 7:30 p.m.-9:00 p.m.

2. BACKGROUND:

As in previous years, the Plymouth Arts Council desires to serve liquor at the "Friends of the Art Night" as part of the Primavera event.

3. BUDGET IMPACT:

No fee is received for this license.

4. ATTACHMENTS:

Resolution

CITY OF PLYMOUTH

RESOLUTION No. 2016 -

RESOLUTION APPROVING TEMPORARY LIQUOR LICENSE APPLICATION FOR THE PLYMOUTH ARTS COUNCIL

WHEREAS, the Plymouth Arts Council has applied for a Temporary Liquor License for “Friends of the Art Night” on April 14, 2016 at the Plymouth Creek Center from 7:30 p.m.-9:00 p.m.

NOW, THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA, that the Temporary Liquor License for the Plymouth Arts Council for the event on April 14, 2016 at the Plymouth Creek Center is hereby approved.

APPROVED by the City Council on this 23rd day of February, 2016.

**REGULAR
COUNCIL MEETING**

February 23, 2016

To: Dave Callister, City Manager
Prepared by: Barb Northway, Deputy Director of Parks and Recreation
Reviewed by: Diane Evans, Director of Parks and Recreation
Item: **Approve Name of Neighborhood Park (Aspen Ridge) by Aspen Hollow Development**

1. ACTION REQUESTED:

Approve the attached resolution approving the name for the new neighborhood park in the vicinity of Garland Lane and 57th Avenue North as Aspen Ridge.

2. BACKGROUND:

The City has acquired land in the Northwest corner of Plymouth for a new park. The parcel is a previous residential site of 2.39 acres. The land is located east of the Peony Lane border and just to the south of the Plymouth Dog Park.



In addition to serving as a neighborhood facility, the park property will also provide access to the Northwest Greenway and Plymouth Dog Park to the north.

The site characteristics include a scenic overlook of the Northwest Greenway's Elm Creek wetland. The property is connected to the Northwest Greenway and in close proximity to the Plymouth Dog Park within the Aspen Hollow Development.

At the February 11, 2016 Park and Recreation Advisory Commission meeting, the Commissioners discussed the following name options - Aspen on the Greenway, Aspen Hollow, Ridgeview on the Greenway, Aspen Ridge and Vista Greenway. The Commission recommends the name "Aspen Ridge" for this new neighborhood park.

3. BUDGET IMPACT:

NA

4. ATTACHMENTS:

Resolution

CITY OF PLYMOUTH

RESOLUTION No. 2016 -

RESOLUTION APPROVING NAME FOR NEIGHBORHOOD PARK AS ASPEN RIDGE

WHEREAS, the City has acquired land in the vicinity of Garland Lane and 57th Avenue North; and

WHEREAS, in addition to serving as a neighborhood facility, the park property will also provide access to the Northwest Greenway and Plymouth Dog Park to the north; and

WHEREAS, the site characteristics include a scenic overlook of the Northwest Greenway's Elm Creek wetland; and

WHEREAS, the Parks and Recreation Advisory Commission reviewed name options for this park and recommended the name Aspen Ridge.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA, that the park in the vicinity of Garland Lane and 57th Avenue North is hereby named Aspen Ridge.

APPROVED by the City Council on this 23rd day of February, 2016.

**REGULAR
COUNCIL MEETING**

February 23, 2016

To: Dave Callister, City Manager

Prepared by: Diane Evans, Director of Parks and Recreation

Reviewed by:

Item: Accept Parks and Recreation Advisory Commission's
2016 Work Plan

1. ACTION REQUESTED:

Accept the Parks and Recreation Advisory Commission's 2016 Work Plan.

2. BACKGROUND:

All boards and commissions prepare an annual work plan. The majority of the Parks and Recreation Advisory Commission's work is associated with the review of matters relating to parks and recreation facilities, programs and services.

PRAC reviewed and approved its 2016 Work Plan at its February 11, 2016 meeting.

3. BUDGET IMPACT:

NA

4. ATTACHMENTS:

2016 PRAC Work Plan

Commission Purpose

The Purpose of the Parks and Recreation Advisory Commission (PRAC) is to act in an advisory capacity to the Council on all matters relating to park and recreation programs and issues in the City. PRAC will review, hold public meetings and open houses and make recommendations to the City Council.

2016 Work Plan

	GOALS/PLANNING
ON-GOING	<ul style="list-style-type: none"> ▪ Review current and future community park and recreation needs, programs and facilities ▪ Recommend actions which will promote the implementation of the City’s park and recreation plans
FIRST QUARTER	<ul style="list-style-type: none"> ▪ Prepare 2016 work plan ▪ Review Department strategic goals ▪ Review annual report ▪ Appoint Commission Chair & Vice Chair ▪ Northwest Greenway Phase 2 master plan and neighborhood meeting ▪ Trail gap neighborhood meeting and approval of grant ▪ Aspen Hollow development neighborhood park master plan and neighborhood meeting
SECOND QUARTER	<ul style="list-style-type: none"> ▪ Review trail gap plan ▪ Review Capital Improvement Program (2017-2021) ▪ Review PCC and Fieldhouse operations and fees/dome replacement ▪ Park Projects – PIC/Life Time parking lot replacement; PCC parking lot; Parkers Lake tennis court repair; playground replacement/renovation at Three Ponds and Gateway Parks; Northwest Greenway trail (Phase 2- Vicksburg Ln to Plymouth Dog Park); Northwest Greenway pedestrian bridge; pump park; Miracle Field/Universal Design playground at Zachary Park; Old Rockford Road trail; software
THIRD QUARTER	<ul style="list-style-type: none"> ▪ Review Park maintenance operations ▪ Update open space management plan
FOURTH QUARTER	<ul style="list-style-type: none"> ▪ Review Plymouth Ice Center operations and fees ▪ Plymouth Ice Center capital projects – refrigerant conversion/rink conversion ▪ Review Recreation operations ▪ Review park and facility fees ▪ Review CAPRA (Commission for Accreditation of Park and Recreation Agencies) reports ▪ Enclave or Brockton neighborhood park master plan and neighborhood meeting

**REGULAR
COUNCIL MEETING**

February 23, 2016

To: Dave Callister, City Manager

Prepared by: Barbara Thomson, Planning Manager

Reviewed by: Steve Juetten, Community Development Director

Item: **Accept Planning Commission's 2016 Work Plan**

1. ACTION REQUESTED:

Accept the Planning Commission's 2016 Work Plan.

2. BACKGROUND:

All boards and commissions prepare annual work plans. A majority of the Planning Commission's work is typically associated with review of planning and zoning applications.

3. BUDGET IMPACT:

N/A

4. ATTACHMENTS:

2016 Work Plan

**City of Plymouth Planning Commission
2016 Work Program**

Long-Range Planning:

Plan Implementation:

Ongoing	Review applications, hold public hearings and make recommendations to the City Council on amendments to the comprehensive plan, including requests that may be initiated by landowners, developers, Planning Commission or City Council.	Review, hold public hearings and make recommendations to the City Council on all zoning and subdivision applications for development and redevelopment projects.
First Quarter		Review, hold public hearings and make recommendations to the City Council on annual “clean-up” amendments to the zoning ordinance and subdivision regulations.
Second Quarter	2040 Comprehensive Plan: Review draft vision, goals and policies	
Third Quarter		
Fourth Quarter	Hold public hearing and make recommendations on 2017-2021 CIP.	

**REGULAR
COUNCIL MEETING**

February 23, 2016

To: Dave Callister, City Manager
Prepared by: Barb Northway, Deputy Director of Parks and Recreation
Reviewed by: Diane Evans, Director of Parks and Recreation
Item: **Award Contract for Parkers Lake Tennis Court Rehabilitation Project (40059)**

1. ACTION REQUESTED:

Adopt the attached resolution awarding the contract for the Parkers Lake Tennis Court Rehabilitation Project (40059) to Bituminous Roadways with a bid of \$181,540, and alternate No. 1 in the amount of \$6,275 for the poly rebound board, for a total bid of \$187,815.

2. BACKGROUND:

The Parkers Lake tennis and basketball courts, located in Parkers Lake Playfield, were originally built in 1991 and are now 25 years old and in need of replacement.



In the past few years staff has fielded numerous phone calls requesting court repairs and upgrades for this site.

As depicted in the photos below, the courts are in poor condition with large cracks, gaps, multiple birdbaths (standing water) and a deteriorating surface.



The rehabilitation project provides for elimination of the concrete curb; replacement of the asphalt with new asphalt hardscape; fence repairs; application of new surface material with tennis, pickleball and basketball line markings; and installation of new posts, nets, windscreens, rebound board and basketball standards. In addition, the rehabilitation project will resolve ADA compliance issues.

The City hired Fred Kolkman Tennis and Sport Surfaces, LLC, consultants to provide construction specifications and bid documents. On January 8, 2016 bids the City received three bids:

COMPANY NAME	Tennis/Basketball Rehabilitation	Alternate #1 Poly Rebound Board
Bituminous Roadways	\$181,540	\$6,275
DMJ Asphalt	\$214,443	\$17,647
Midwest Asphalt Corp	\$262,393	\$7,175

Staff and the City's consultant are recommending the Council award the tennis court rehabilitation project to Bituminous Roadways with a bid of \$181,540, and alternate No. 1 in the amount of \$6,275 for the poly rebound board, for a total bid of \$187,815. Bituminous Roadways is based out of Mendota Heights, Minnesota, and has been in business since 1958. Their qualifications and work performance are compliant with the City's Responsible Bidder Evaluation Policy.

The project is scheduled to begin in June and be fully completed by August 12, 2016.

3. BUDGET IMPACT:

The Parkers Lake Park Tennis Court Rehabilitation Project is scheduled in the Capital Improvement Program for 2016 in the amount of \$240,000 utilizing Park Replacement Funds. The overall estimated project cost of \$233,036 is based on the award of bid package and alternate, consultant fees, a geotechnical evaluation and contingency.

4. ATTACHMENTS:

Resolution

CITY OF PLYMOUTH

RESOLUTION No. 2016 -

RESOLUTION AWARDING CONTRACT FOR PARKERS LAKE TENNIS COURT REHABILITATION PROJECT (40059)

WHEREAS, pursuant to an advertisement for bids for the rehabilitation of the Parkers Lake Playfield tennis courts (40059), bids were received on January 8, 2016,

WHEREAS, the apparent responsible low bidder for rehabilitation and alternate No. 1 for the poly rebound board is Bituminous Roadways in the amount of \$187,815; and

WHEREAS, based on bid amounts and City consultant recommendations (Fred Kolkman Tennis & Sport Surfaces, LLC), staff recommends accepting the rehabilitation and alternate #1 bid from Bituminous Roadways; and

WHEREAS, Bituminous Roadways' qualifications and work performance are compliant with the City's Responsible Bidder Evaluation Policy; and

WHEREAS, the Parkers Lake Park Tennis Court Rehabilitation Project is scheduled in the Capital Improvement Program for 2016 in the amount of \$240,000 utilizing Park Replacement Funds; and

WHEREAS, the overall estimated project cost of \$233,036 is based on the award of bid package and alternate, consultant fees, a geotechnical evaluation and contingency.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA, that staff is hereby authorized and directed to enter into a contract with Bituminous Roadways in the amount of \$187,815 for the Parkers Lake Tennis Court Rehabilitation Project.

BE IT FURTHER RESOLVED that the funding source will be the Park Replacement Fund.

APPROVED by the City Council on this 23rd day of February, 2016.

**REGULAR
COUNCIL MEETING**

February 23, 2016

To: Dave Callister, City Manager

Prepared by: Susan Muelken, Activity Center Manager

Reviewed by: Diane Evans, Parks and Recreation Director

Item: **Adopt Ordinance Amending City Code Section 1016 of the City Code Concerning Fees at the Plymouth Creek Center Fieldhouse**

1. ACTION REQUESTED:

Adopt the attached ordinance amending City Code Section 1016 of the City Code concerning fees at the Plymouth Creek Center Fieldhouse and a Resolution approving summary publication of said ordinance.

2. BACKGROUND:

The Plymouth Creek Center Fieldhouse has been in operation for over 16 years. The Fieldhouse is connected to the Plymouth Creek Center, but operates as a stand-alone facility (enterprise fund). The Fieldhouse dome is up and operational for rental use from late-October through mid-April. All operational costs are covered by rental fees. The majority of the Fieldhouse rental groups are local athletic associations – of which Fusion Soccer is the largest hourly user.

The chart below provides a historical overview of the hourly rental fees for the Fieldhouse.

FEE HISTORY (FULL FIELD)		
YEAR	PRIME TIME HOURLY (RES/NON-RES)	NON-PRIME TIME HOURLY (RES/NON-RES)
2015-CURRENT	\$295/\$310	\$266/\$286
2013-2014	\$284/\$304	\$246/\$266
2008-2012	\$264/\$284*	\$226/\$246*
2005-2007	\$244	\$210
2002-2004	\$235	\$200
1999-2001	\$210	\$180

*In the fall of 2009, a non-resident rental fee was added to the fee structure.

Staff annually reviews Fieldhouse rental fees by comparing the rates with peer facilities. These rates can be seen in the attached Fieldhouse Comparison. Staff strives to be fair and competitive with similar markets. Of most importance is keeping the Fieldhouse rental rate slightly lower than Plymouth’s west metro competitors. The Maple Grove fieldhouse’s hourly rate is \$320/hour, and the new Providence Academy fieldhouse estimates their rate to be between \$300-\$310/hour.

Based on the most recent annual review of the fees, staff is recommending changes as outlined on the chart below. The proposed 2016 increases will keep the Fieldhouse rental rates competitive:

Proposed Fieldhouse Hourly Rates		
FULL FIELD	Resident	Non-Resident
Prime Time	\$295 <u>\$310</u>	\$310 <u>\$325</u>
Non-Prime Time	\$266 <u>\$280</u>	\$286 <u>\$300</u>
HALF FIELD	Resident	Non-Resident
Prime Time	\$160 <u>\$170</u>	\$170 <u>\$180</u>
Non-Prime Time	\$140 <u>\$150</u>	\$150 <u>\$160</u>

The Parks and Recreation Advisory Commission reviewed the proposed fee changes at their February 11 meeting and recommended Council approval. If adopted, the proposed ordinance would be effective October 1, 2016.

3. BUDGET IMPACT:

The proposed rental rate increases would result in \$15,000-\$20,000 in additional revenue per year.

4. ATTACHMENTS:

2016 Fieldhouse Rate Comparison
Ordinance
Resolution Approving Summary Publication

2016 Fieldhouse Rate Comparison

Facility / Location	Per hour Rental Rate	Per Hour Rental Rate
	Full Field	Half Field
Maple Grove Dome / Maple Grove	Jan. 1 thru April \$320 Nov. thru Dec. 31 \$310	All year \$170
Tonka Dome / Minnetonka	Jan. 1 thru end of season \$385 - Group A* \$410 - Group B* \$420 - Group C* \$435 - Group D*	Jan. 1 thru end of season \$210 - Group A* \$225 - Group B* \$230 - Group C* \$235 - Group D*
	November thru Dec. 31 \$340 - Group A* \$350 - Group B* \$360 - Group C* \$370 - Group D*	November thru Dec. 31 \$190 - Group A* \$195 - Group B* \$200 - Group C* \$210 - Group D*
Holy Angels Stardome / Richfield	\$350	\$175.00
Augsburg College / Minneapolis	Nov. 21 thru March 20 \$365	
Bielenberg Fieldhouse / Woodbury	\$360 Prime Time \$275 Non Prime (after 10pm) \$150 + tax (summer)	\$200 Prime Time \$150 Non Prime (after 10pm) \$150 + tax (summer)
St. Croix Valley / Stillwater	\$250	\$150
Plymouth Creek Center Fieldhouse / Plymouth	Plymouth Group \$295 Prime Time M-F 6-10:30pm Sat-Sun 7:30am - 10:30pm	Plymouth Group \$160 Prime Time
	\$266 Non-Prime	\$140 Non-Prime
	Non-Plymouth Group \$310 Prime Time M-F 6-10:30pm Sat-Sun 7:30am - 10:30pm	Non-Plymouth Group \$170 Prime Time
	\$286 Non-Prime	\$150 Non-Prime
Savage Sports Dome / Savage	\$450 \$100 summer	\$150 \$100 summer

* Group A - Mtka Non-profit Youth Assn./Clubs/Community Ed/Services

*Group B - Organized Mtka School Dist. Groups/Private

*Group C - Non-Mtka Non-profit groups/schools/sports organizations

*Group D - Non-Mtka Non-profit individual/private groups/companies

CITY OF PLYMOUTH

ORDINANCE No. 2016-

AN ORDINANCE AMENDING CITY CODE SECTION 1016 FOR PLYMOUTH CREEK CENTER FIELDHOUSE RENTAL FEES

THE CITY OF PLYMOUTH, MINNESOTA ORDAINS:

SECTION 1. Section 1016.01, Subd. 11, of the Plymouth City Code is hereby amended as follows:

Subd. 11. Plymouth Creek Center Fieldhouse.

A. Prime Time

Plymouth Residents

~~\$295~~/~~\$310~~ hour full field*

~~\$160~~/~~\$170~~/hour half field**

Monday-Friday: 6:00 p.m.-10:30 p.m.

Saturdays, Sundays and Holidays: 7:30 a.m.-10:30 p.m.

Non-Residents

~~\$310~~/~~\$325~~/hour full field*

~~\$170~~/~~\$180~~/hour half field**

(Ord. 2007-20, 7/24/2007; Ord. 2009-10, 6/23/2009; Ord. 2012-19, 6/26/2012; Ord. 2014-21, 6/24/2014)

B. Non-Prime Time

Plymouth Residents

~~\$266~~/~~\$280~~/hour full field*

~~\$140~~/~~\$150~~/hour half field**

Non-Residents

~~\$286~~/~~\$300~~/hour full field*

~~\$150~~/~~\$160~~/hour half field**

*Full field is 60 yards x 100 yards

**Half field is 45 yards x 60 yards

(Ord. 2007-20, 7/24/2007; Ord. 2009-10, 6/23/2009; Ord. 2012-19, 6/26/2012; Ord. 2014-21, 6/24/2014)

SECTION 2. This ordinance shall be effective October 1, 2016.

ADOPTED by the City Council this 23rd day of February, 2016.

Kelli Slavik, Mayor

ATTEST:

Sandra R. Engdahl, City Clerk

CITY OF PLYMOUTH

RESOLUTION No. 2016-

RESOLUTION APPROVING SUMMARY PUBLICATION OF ORDINANCE No. 2016-

ORDINANCE AMENDING SECTION 1016 OF THE CITY CODE CONCERNING FEES AT PLYMOUTH CREEK CENTER FIELDHOUSE

Ordinance No. 2016- amends Section 1016 of the Plymouth City Code concerning fees at Plymouth Creek Center Fieldhouse.

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

APPROVED for summary publication by the City Council this 23rd day of February, 2016.

**REGULAR
COUNCIL MEETING**

February 23, 2016

To: Dave Callister, City Manager

Prepared by: Susan Muelken, Activity Center Manager

Reviewed by: Diane Evans, Director of Parks & Recreation

Item: **Adopt Ordinance Amending Section 1016 of the City Code Concerning Fees at Millennium Garden and Amendments to Millennium Garden and Plymouth Creek Center Policies**

1. ACTION REQUESTED:

Adopt attached Ordinance Amending Section 1016 of the City Code, Resolution approving summary publication of said ordinance, and Resolution Amending Millennium Garden and Plymouth Creek Center Policies.

2. BACKGROUND:

Staff annually reviews fees and policies for use of the Millennium Garden and Plymouth Creek Center. This review includes researching fees and policies from peer communities and facilities. Based on this review, staff is recommending a variety of modifications and changes.

Millennium Garden Policy

In an effort to improve customer satisfaction, staff is proposing to eliminate the structured rental time block. Customers have expressed frustration with the “restrictive” time slots and feel that they can’t complete their event experience within the defined times (11 a.m.-2 p.m. or 3 p.m.-6 p.m.). In lieu of the structured time slots, staff is proposing a flexible four-hour time slot. Staff feels that the flexible time slot will ease the frustration of potential customers and encourage additional bookings. Attached is the proposed revised policy.

Millennium Garden Fees

Staff is recommending increase in fees for 2017 rentals. Staff annually reviews garden fees by comparing the City’s rates to other outdoor wedding venues. Staff believes this comparison, along with the more flexible scheduling, justifies a nominal fee increase. The chart below provides an overview of the current and proposed rental fee structure. The last rental fee change was approved by Council in 2013. The proposed fees are reflected in the attached ordinance.

Sales tax applies to all fees	Plymouth Resident & Non-profit	Corporate	Non-Resident
Friday	\$300 <u>\$310</u>	\$355 <u>\$365</u>	\$420 <u>\$430</u>
Saturday	\$355 <u>\$365</u>	\$410 <u>\$420</u>	\$475 <u>\$485</u>
Sunday	\$290 <u>\$300</u>	\$345 <u>\$355</u>	\$410 <u>\$420</u>

Plymouth Creek Center Policy

Per the current policy, non-residents may reserve the Plymouth Room or Black Box Theater (Thursday-Sunday) up to 12 months in advance. Staff recommends changing that reservation to 15 months in advance. The adjustment still provides residents a three month advantage (current resident booking availability is up to 18 months in advance), but allows non-residents the opportunity to coordinate their plans in a timely manner. Staff anticipates this change to increase the number of bookings.

Secondly, staff is recommending a change to the due date for final payment from 14 to 30 days prior to the event. This change gives staff adequate notice if a group plans to cancel and provides the City time to ensure payment in the case of a non-sufficient funds check.

Plymouth Creek Center Fees

The final change is regarding the former space leased by PSA/Fusion. This space has been remodeled into a warm and inviting casual space named "The Alcove." It's intended to be a versatile space for a wedding changing area, casual business meetings, or for small gatherings like baby or wedding showers. Similar to other Plymouth Creek Center rental spaces, the Alcove must be added Section 1016 of the City Code. Staff recommends the proposed fee structure below:

The Alcove		
	Per Hour	10 a.m.-10 p.m. Block
Resident	\$50	\$400
Corporate	\$60	\$450
Non-Resident	\$75	\$500

The Parks and Recreation Advisory Commission reviewed the proposed changes at their February 11, 2016 meeting and recommends Council approval. If adopted, the proposed ordinance would be effective April 1, 2016.

3. BUDGET IMPACT:

Upon approval of the recommended fee changes, staff estimates an increase in Plymouth Creek Center/Millennium Garden revenue of \$7,000-10,000. The estimated revenue increase is reflected in the 2016 adopted budget.

4. ATTACHMENTS:

- Millennium Garden Policy
- Plymouth Creek Center Policy
- 2016 Outdoor Ceremony Comparisons
- Ordinance
- Resolution



MILLENNIUM GARDEN RENTAL POLICY

The Millennium Garden located next to the Plymouth Creek Center (PCC), was developed to mark the beginning of the new millennium. The garden has many facets – flower gardens, a brick walkway, fountains and open green space all available for public enjoyment. The garden is available from May 1-September 30, weather permitting.

Daily Rental Information

This facility is a popular site for weddings, family celebrations and corporate picnics. Garden rental includes the use of a sound system with ~~a wired~~ microphones. Electrical outlets are available throughout the garden. Rental price does not include chairs, tables or tents. All amenities used for your event must be delivered, set-up, and taken down within the three hour rental time. We have room for up to 300 chairs arranged audience style.

Rental Times

~~Friday 3:00 p.m.-6:00 p.m.~~

~~Saturday and Sunday 11:00 a.m.-2:00 p.m.; *3:00 p.m.-6:00 p.m.~~

~~*Saturday and Sunday 3:00 p.m.-6:00 p.m. times are reserved for those booking both the full Plymouth Room and Garden.~~

A four hour time block within the hours of 8:00 a.m.-9:00 p.m.

Fees are established by Chapter X of the Plymouth City Code.

Resident Requirements

Resident fees and priority apply to anyone who lives in Plymouth at the time the event is held. Residents may host events for their children, grandchildren, parents or grandparents. Events held for siblings, cousins, nieces, nephews, uncles, aunts or other more distant relatives who live outside of Plymouth will incur non-resident fees and have non-resident rates and priority. Civic groups must have at least 50% of their members living in town to be considered a Plymouth group. Businesses and churches located in Plymouth qualify as residents.

Priority

Residents and Plymouth groups may reserve the garden up to 18 months in advance, non-residents up to ~~12~~15 months in advance.

Reservations

Tentative garden reservations can be held for up to ~~two~~one weeks. After that time, the application and non-refundable deposit fee are due. Rental of the garden does not guarantee exclusive use of the main seating area and pergola (alter) for your event. There may be other people walking on nearby trail.

Wedding Rehearsals

For wedding ceremonies, you are entitled to a free one-hour rehearsal on the ~~Wednesday or Thursday~~ prior to your wedding. ~~Rehearsals will be posted in the garden marquee.~~ Your rehearsal does not include indoor space. Rehearsal dinners in the garden will require normal rental fees.

Smoking/Tobacco Policy

Plymouth Creek Center and grounds has been designated a tobacco free area. This includes buildings, gardens, and parking lots. Smoking is only permitted in personal vehicles.

Cancellation Policy

Garden rental cancellations are non-refundable. Written notice is required.

Weather Policy

PCC staff reserves the right to cancel a ceremony if we have severe weather warnings, lightning, or feel it may damage PCC property. Otherwise, the decision to cancel is up the renter.

If your reception is in our ballroom, and severe weather forces you to cancel your garden ceremony, you can move it inside, beginning at room rental time. Guests may use table seating in the Plymouth Room for the ceremony. Changes in room layout and any additional chair set up are the responsibility of the renter. If you have only rented the garden for your ceremony, there is no indoor back up unless rented prior to the event.

Food and Beverage

All food or beverage to accompany a garden event must be supplied by one of our exclusive caterers.

Wine or champagne are permitted in the garden. No other alcohol is allowed. A Plymouth police officer must be present for all alcohol service. The officer will be arranged through PCC staff at a rate of \$60/hour with a three hour minimum.

Dressing Rooms/Bathrooms

One of the music rooms are provided for the bride to use. Groom, groomsmen, and bridesmaids are expected to come dressed and ready. The Alcove is a specially designed dressing area that may be rented for an additional fee. ~~There are bathrooms available in the lower level of the PCC for each designated three-hour period. Any other space used indoors would be on an availability and rental basis.~~ If PCC is not otherwise open, the renter may request additional time for the building to be open at a rate of \$15/hour (for the building attendant). This must be determined prior to the event.

Decorating Policies

PCC staff must approve any decorating plans in advance. Due to environmental concerns, we do not allow throwing of silk flowers, rice, seeds, confetti or like material, or the releasing of balloons, or birds. We do not allow affixing of decorations with tape or similar adhesives. All decorations and flower petals must be removed within the three hour rental time.

Chairs, Canopies, and Tents

~~Starting in 2011,~~ Chairs must be provided by the PCC contracted vendor, additional fees apply. Tents and canopies must use weighted poles and be erected in the designated area. A tent permit must be obtained through the City. Pounding of stakes into the ground is prohibited due to the many underground electrical wires and irrigation lines.

Photography

Garden renters must limit photo shoots to their rental use times. Professional photographers wanting to do photo shoots not associated with a paid wedding rental must have a permit to take photos in Millennium Garden. The fee is \$~~50~~75 annually. Arrangements must be made in advance with PCC staff.

Parking/Handicap Access

Guest parking is available in our main PCC lot, or on the north side of 34th Avenue, or in the Plymouth Creek Playfield parking lot. A service drive is available adjacent to the garden for supply drop off. This drive or the PCC elevator may also be used for guests with limited mobility.

***Resolution No. 2013-261, August 13, 2013
(Supersedes Resolution 2010, July 13, 2010; Resolution 2007-059, February 13, 2001; Resolution 2005-311, August 9, 2005; Resolution 2004-168, April 27, 2004; Resolution 2003-557, November 25, 2005; Resolution 2003-063, January 28, 2003)***

All of us at the Plymouth Creek Center are prepared to do whatever it takes to make your event a success. To aid in this, we ask that your contact person carefully read this material, share the information with your group, and abide by it. If you have any questions or concerns, please feel free to contact us. By signing our rental application form, the customer agrees to adhere to these rules and policies.

Hours of Use

Office hours are Monday through Friday, 8:00 a.m.-4:30 p.m.

1. The building is generally open until 9:00 p.m. most weeknights.
2. The building is closed on City holidays.
3. Rentals are permitted 8:00 a.m.-10:00 p.m., Monday-Wednesday; 8:00 a.m.-Midnight, Thursday-Sunday.

Rental Procedures

Resident fees apply to anyone who lives in Plymouth at the time the event is held. Residents may host events for their children, grandchildren, parents or grandparents. Events held for siblings, cousins, nieces, nephews, uncles, aunts or other more distant relatives who reside outside of Plymouth would incur non-resident fees and priority.

- Fees for corporate or church events are based on the location of the company or church (not individual employees or members).
- In order to qualify for the resident rates for civic groups, at least 50% of the members must live in Plymouth.
- Groups claiming non-profit status will be required to submit a MN tax exempt form ST-3 or ST-17.

Monday-Wednesday: Plymouth residents and non-residents may reserve the Plymouth Room or Black Box Theater up to two months in advance of the event.

Thursday-Sunday: Plymouth residents may reserve the Plymouth Room or Black Box Theater up to 18 months in advance of the event. Non-residents may reserve up to ~~12~~15 months.

Sunday-Saturday: Fireside Room, meeting and conference rooms and parts of the Plymouth Room can be reserved up to two months in advance. Full rental and deposit are due at the time of reservation.

Tentative Plymouth Room reservations will be held up to ~~two~~one weeks until a non-refundable deposit equal to 50% of the base rental cost is received. The balance of rental and damage deposit (\$300) is due no later than ~~14~~30 days prior to the event date. Pending a post event facility review by PCC staff, the deposit will be refunded within 14 days of the event, or applied to any balance.

Cancellation Policy

- Full Plymouth Room reservation deposits and room rentals are non-refundable. A written notice is required to cancel. ~~Cancellation of the Black Box or parts of the Plymouth Room (A, B or C), if received 14 days or more prior to the date of the event, full rental will be refunded.~~
- Black Box Theater, Fireside Room, Meeting and Conference Rooms and parts of the Plymouth Room fees are refundable if cancellation is received 14 days or more prior to the date of the event.

Non-Profit Plymouth Civic Groups

One board meeting per month to be held in Conference Room 1 or 2 for up to 2 hours at \$10 per hour, Monday-Thursday before 9:00 p.m. is permitted. Additional hours may be rented at the Plymouth resident rate.

The renter may not sublet the facility, nor may the application be transferred or reassigned. The kitchen is off limits to anyone other than the exclusive caterers and PCC employees.

General Rules

You may only use the room space that has been identified and approved on your contract. Please be sure to leave the room space as you found it, including returning all items to their original location.

Arrange activities to conclude at the closing time stated on the application. Additional charges will be assessed for time beyond your scheduled contract.

Plymouth Creek Center is a tobacco/smoke/e-Cigarette free building and grounds. Smoking is **NOT** permitted anywhere on the premises.

Permit holders may not charge admission to their event or sell merchandise unless approved by the PCC Manager.

All persons attending an event on PCC property shall abide by the policies of the Plymouth Creek Center.

At their discretion, PCC staff, their authorized representative or a peace officer may:

- a. Order the removal of any offender.
- b. Order immediate removal of all alcoholic beverages from premises.
- c. Revoke the permit immediately and order all persons from the premises.

Youth parties must be chaperoned at a ratio of 1 adult to 10 children. A list of designated chaperones must be submitted to the PCC 14 days prior to the event. PCC reserves the right to assign additional staff or officers at the renter's expense when the size of the group and type of activity warrants it.

Violation of these rules may result in the loss of deposit (including additional charges for damages not covered by deposit) and denial of future use of Plymouth Creek Center.

Under certain conditions, PCC staff may be forced to cancel a lease agreement prior to the event. Possible reasons for cancellation include, but are not limited to: a declared state of emergency, unsafe environmental or health conditions, or interrupted utility services. In such an event, the renter agrees that the City shall not have responsibility for anything the renter may suffer or incur due to such a cancellation. The City will attempt to notify the renter as soon as possible if such cancellation occurs. All fees paid to the City by the renter shall be refunded to the renter if the reservation is canceled by PCC for any of the above reasons.

Food and Beverage

To ensure high quality and consistent service, the City of Plymouth has contracted with ~~three~~ a number of caterers as the exclusive food and beverage providers for events at the Plymouth Creek Center.

- Under no circumstances will the renter or anyone in their party be allowed to bring any food or beverages into the PCC.
- Wedding cakes are allowed to be brought in from a licensed baker.
- Any edible guest favors must be individually wrapped and preapproved by the PCC staff.

Events with Alcohol

Plymouth Creek Center staff will arrange with the Plymouth Police Department for security when alcohol is served during an event.

1. You must have an officer on duty from the time the bar opens until all guests leave the building (minimum of three hours). The fee is \$60 per hour.
2. No alcoholic beverages will be allowed outside the designated banquet room(s) and deck area.
3. All alcoholic beverages must be served by the catering company from the bar. No bottles of alcoholic beverages can be left on guest/head tables.
4. Final service of alcoholic beverages shall be 30 minutes before the end of the rental. Last call should be announced 15 minutes prior to bar closing. Consumption of alcoholic beverages must cease at the conclusion of the rental.

Set-Up/Decoration

1. For full Plymouth Room Rentals: Rental fee includes initial room set-up (tables and chairs), use of PA system (one ~~corded~~ microphone), ~~CD/cassette player~~, LCD projector and screen.

- Any room set-up changes that need to be made during the event (i.e. chairs/tables removed from dance floor) will be charged accordingly with a \$50 minimum.
 - Room set-up details will be decided and approved during final meeting two weeks prior to event.
 - ~~Up to two hours are included for decorating on the day of the event and ½ hour for cleanup after the event. Designated time for decorating is 10:00 a.m. 12:00 p.m. Any deliveries (cake, flowers, etc.) should be made during the decorating hours unless other arrangements have been made.~~
2. All decorating is to be done by the renter or their designee.
 3. Affixing or draping anything from the walls, floor or ceilings is not permitted.
 4. Decorating in public areas (bathrooms, entrance, lobby, etc.) is not permitted unless prior approval is received from PCC staff.
 5. Candles used for decoration must have flames contained (i.e. votive, hurricane candle, etc.). Open pillars and candlesticks are not permitted.
 6. Balloons are allowed as long as they are fastened down. Any balloon removal from ceiling will be charged to damage deposit.
 7. Confetti, glitter, bird seed, rice or other like items are strictly prohibited.
 8. *For the Black Box Theater*: Rental fee includes initial room set-up (tables and chairs).

Music/Audio/Entertainers

1. Sound levels for bands and audio equipment will be controlled and maintained at a level set by building management, at a level appropriate for the room size.
2. All music will cease at least 15 minutes prior to the end of the scheduled rental time.
3. Entertainers are required to leave the building 30 minutes past rental end time to avoid additional rental time being charged against the room deposit.

Liability/Insurance

1. The person reserving the room is responsible for the appropriate conduct of all the group members and guests, and for any loss, breakage, or damage to the rooms, equipment or other PCC property. The renter shall assume full responsibility for any damages not covered by the event deposit.
2. The City of Plymouth is not liable for any loss, damage, injury, or illness by the users of the facilities in the PCC. Neither the City of Plymouth nor its employees can be held responsible for any items that are left at the facility by the renter or contracted service provider. The renter using the facilities, equipment, and other items owned by the City further assumes all liability for any personal injuries, including death, caused by participants at the scheduled event.

Parking

All parking at the Plymouth Creek Center is free. The parking lot has 300 spaces. Spaces directly in front of the building are reserved for handicap parking. Parking is allowed on 34th Avenue.

Fees

Fees are established by Chapter X of the Plymouth City Code.

Resolution No. 2013-261, August 13, 2013

***(Supersedes Resolution 2010-165, July 13, 2010; Resolution 2007-05, February 13, 2007;
Resolution 2005-311, August 9, 2005; Resolution 2004-168, April 27, 2004; Resolution 2001-363,
August 28, 2001; Resolution 2001-088, February 27, 2001; Resolution 2000-170, March 21, 2000)***

Outdoor Ceremony Comparisons 2016

Facility	Rental Rate	Capacity	Time	Sound	Misc
Plymouth Millennium Garden	Friday \$300/Resident \$420/NonResident Saturday \$355/Resident \$475/NonResident Sunday \$290/Resident \$410/NonResident	300	3 hrs - either: 11am-2pm 3pm-6pm	2 mics CD player/ IPOD	Chairs must be rented through our vendor (\$1.75 or \$2.75 each) Open May - September
Brooklyn Park Gazebo & Garden	Resident \$275 NonResident \$325 *Different fee if you rent ballroom	200	Gazebo only rental until 3pm	1 mic	Includes 200 white lawn chairs Open June - August
Earle Brown	No fee, have to have reception there		2pm, 4pm, or 6pm		\$3.50/each for chairs
Noerenberg Gardens	Mon - Thur, 1 hr \$350 Daily, 3 hrs \$600 Chair rental \$2/each	48-200	1 - 3 hrs 10am - 1pm 2pm - 5pm 6pm - 9pm	Not allowed	Have 6 sites, No attendant if 1 hr and 50 or less No bottled water allowed Open mid-May - September
Maple Grove TowneGreen	\$200-\$300 3 possible locations				
Muriel Sahlin Arboretum	6 hrs = \$575/NR, \$525/R	300			
Roseville	4 hrs = \$425/NR, \$375/R 2 hrs = \$250	100 50			
MN Landscape Arboretum	Japanese Garden \$500Mem/\$600NM Prairie Garden \$300/\$400 Knot Garden \$400/\$500 Waterfall Area \$400/\$500 Home Demonstration Garden \$500/\$600 Oak & Nut Tree Collection \$1200/\$1300 Rose Garden \$900/\$1000 MacMillan Terrace Garden \$900/\$1000 Slade Perennial Garden \$1400/\$1500 Trex Deck \$1500/\$1600 Sensory Garden \$1700/\$1800 Shrub Rose Garden \$2000/\$2100 \$4/chair	12 20 25 25 50 100 110 120 120 250 200 250	No set time blocks, get 3 hrs at ceremony location, then photos elsewhere on property		
The Woods Chapel	\$2,500	350	11am - 3pm 3:30pm - 7:30pm		Permanent seating

CITY OF PLYMOUTH

RESOLUTION No. 2016 -

RESOLUTION APPROVING AMENDMENTS TO MILLENNIUM GARDEN AND PLYMOUTH CREEK CENTER POLICIES

WHEREAS, each year staff reviews policies for the Millennium Garden and Plymouth Creek Center; and

WHEREAS, this review includes researching policies from peer communities and facilities; and

WHEREAS, staff has presented policy language changes for the Millennium Garden and Plymouth Creek Center; and

WHEREAS, the Parks and Recreation Advisory Commission has reviewed said policy language changes and unanimously recommended their approval at their February 11, 2016 meeting.

NOW, THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA, that the policy language outlined in the attached policies is hereby approved.

APPROVED by the City Council on this 23rd day of February, 2016.

CITY OF PLYMOUTH

ORDINANCE No. 2016-

AN ORDINANCE AMENDING SECTION 1016 OF THE PLYMOUTH CITY CODE CONCERNING RENTAL FEES AT THE MILLENNIUM GARDEN AND THE PLYMOUTH CREEK CENTER

THE CITY OF PLYMOUTH, MINNESOTA ORDAINS:

SECTION 1. Section 1016, Subd. 6 of the Plymouth City Code is hereby amended as follows:

Subd. 6. Millennium Garden.

Sales tax applies to all fees	Plymouth Resident & Non-profit	Corporate	Non-Resident
Friday	\$300 -\$310	\$355 -\$365	\$420 -\$430
Saturday	\$355 -\$365	\$410 -\$420	\$475 -\$485
Sunday	\$290 -\$300	\$345 -\$355	\$410 -\$420

Police Officer - \$60/hour (A Plymouth police officer must be on duty the entire time alcohol is served during an event.)

(Ord. 2007-20, 7/24/2007; Ord. 2009-10, 6/23/2009; Ord. 2010-09, 7/13/2010; Ord. 2013-25, 8/13/2013; Ord. 2015-19, 6/23/2015; Ord. 2015-19, 6/23/2015)

Subd. 13. Plymouth Creek Center.

	Plymouth Resident & Non-Profit Groups	Non Resident	Plymouth Corporation
A. Full Plymouth Room (*)			
Mon.-Thurs. (6 hrs.)	\$ 390	\$ 645	\$ 515
Friday (6 hrs.)	\$ 800	\$1,105	\$1,045
Sat. & Holidays	\$1,015	\$1,330	\$1,215
Sunday (6 hrs.)	\$ 585	\$ 885	\$ 770
Additional Hours	\$ 70	\$ 125	\$ 95

*Rental fee includes “other charges” as shown under Section E.

*Off Season Discount - \$100 off full ballroom rentals from November through February.

B. Half Plymouth Room and Black Box Theater

Hourly (2 hour min.)	\$ 75	\$ 100	\$ 90
Additional Hours	\$ 35	\$ 60	\$ 45

C. Quarter Plymouth Room and Fireside Room			
Hourly (2 hour min.)	\$ 50	\$ 75	\$ 60
4-6 Hours	\$200	\$ 300	\$ 240
D. Meeting Rooms 1 & 2			
Hourly (2 hour min.)	\$ 30	\$ 50	\$ 40
6 Hours	\$150	\$ 250	\$ 200
E. The Alcove			
Hourly (2 hour min.)	\$ 50	\$ 65	\$ 60
Up to 10 Hours	\$400	\$ 500	\$ 450

Note: Sales tax will be added to the above rates.

*For room rentals, if the center is not otherwise open for City activities, an additional charge of \$15/hour for a building supervisor will be charged.

~~*Non-profit Plymouth civic groups are allowed one meeting per month in either Meeting Room 1 or 2 for up to two hours rent free, but are subject to building supervisor fees (\$15/hour). If a larger room is needed, resident fees apply.~~

(Ord. 2007-20, 7/24/2007; Ord. 2007-23, 10/09/2007; Ord. 2009-10, 6/23/2009; Ord. 2010-07, 7/13/2010; Ord. 2011-17, 6/28/2011; Ord. 2015-19, 6/23/2015)

SECTION 2. This ordinance shall be effective April 1, 2016.

ADOPTED by the City Council this 23rd day of February, 2016.

Kelli Slavik, Mayor

ATTEST:

Sandra R. Engdahl, City Clerk

CITY OF PLYMOUTH

RESOLUTION No. 2016 -

**RESOLUTION APPROVING SUMMARY PUBLICATION OF
ORDINANCE No. 2016-**

**ORDINANCE AMENDING SECTION 1016 OF THE PLYMOUTH
CITY CODE CONCERNING RENTAL FEES AT THE MILLENNIUM GARDEN
AND THE PLYMOUTH CREEK CENTER**

Ordinance No. 2016- amends Section 1016 of the Plymouth City Code concerning rental fees at the Millennium Garden and the Plymouth Creek Center.

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

APPROVED for summary publication by the City Council this 23rd day of February, 2016.

**REGULAR
COUNCIL MEETING**

February 23, 2015

To: Dave Callister, Administrative Services Director

Prepared by: Jodi Bursheim, Finance Manager

Reviewed by: Luke Fischer, Administrative Services Director

Item: **Adopt an Ordinance Amending Section 1015.19 of the City Code regarding Water and Sewer Area and Connection (REC) Charges**

1. ACTION REQUESTED:

Adopt updated Utility Rate Study, Ordinance amending Section 1015.19 of the City Code increasing rate fees for water and sanitary sewer area and connection (REC) charges, and Resolution approving summary publication of said Ordinance.

2. BACKGROUND:

The Utility Trunk Fund (expansion) was created to track the cost of adding water and sewer mains to new developments and assist in evaluating whether the incoming revenue from new development was adequate to cover the related expenses. Historically, for cash flow purposes, the Water Sewer Replacement Fund has held the receivables for street project special assessments. Going forward, these receivables will be held in the Utility Trunk Fund as this fund has less transactional activity impacting cash flow. This change will impact the individual fund cash balances between the two, but will not have an impact on overall cash balances as these funds are combined for reporting purposes.

Staff updated the Utility Trunk Fund analysis to ensure rates are sufficient to support the expansion of the water and sewer utilities to undeveloped areas. As mentioned above, the cash flow projections show a variance to the study in 2015 due to the special assessment receivables, however this will be collected over time replenishing this fund and will not have an impact on rates.

As a result of the analysis, staff recommends increasing rates annually by 3.0% through 2020 at which time new development is planned to level out and the financial demands on the Utility Trunk fund are reduced. Proposed rates remain consistent with the previous study.

The rates are proposed to be increased to the following for 2016:

Water Area	\$4,341
Sewer Area	\$1,169
Water Connection REC	\$1,262
Sewer Connection REC	\$ 492

Staff recommends the City Council adopt the attached ordinance increasing the rates for 2016.

3. BUDGET IMPACT:

N/A

4. ATTACHMENTS:

2016 Utility Trunk Fund Analysis

Ordinance

Resolution Approving Summary Publication



Utility Trunk Fund Analysis

February 2016

Prepared By:

Finance Division

Introduction

This analysis was done to update the financial projections for the trunk expansion fund and ensure the following:

1. Rates are sufficient to support the expansion of the water and sewer utilities to undeveloped areas.
2. Revenue sources are restricted to new users going forward.
3. An adequate cash balance is maintained to cover fluctuations in revenue and expenses.

Background

The Utility Trunk Expansion fund was created to track the cost of adding water and sewer mains to new developments and assist in evaluating whether the incoming revenue from those developments is adequate to cover the related expenses. This utility trunk fund was intended to separate projects related to growth from those related to maintenance and repair of systems used to serve existing residents.

Assumptions

The following are the significant assumptions made in this analysis:

- 1) Growth is estimated at 100-250 units per year from 2015-2025.
- 2) Expenses
 - a) Capital – 2016 through 2020 obtained from approved CIP document.
 - b) Capital – 2021 and beyond is based on anticipated expansion of the system due to development growth.
 - c) Capital beyond 2020 and all other expenses projected to increase 3.0% annually (based on *The American City and County Magazine's published Construction Cost Index*).
- 3) Rates – 3% increase

Overview and Recommendations

The Trunk Expansion fund generates revenue from water and sewer area and connection (REC) charges from new construction. These charges are intended to provide funding for the expansion of utility services to new developments and allocate the cost of the system to those who benefit, instead of existing users. The area charges are based on the land area associated with the development, and are charged out at a per-acre rate. It is normal practice to assess the area charges to the properties and collect the fee over a five year period, with interest. Water connection fees are based on the number of residential equivalency units (REU) assigned to their usage. An REU is defined as the use of 225 gallons per day, the equivalent of a typical single-family dwelling.

In order to keep up with the expenses of new development, we recommend annual rate increases of 3% to the Area and REC charges for both water and sewer for a minimum of 5 years, at which time new development will have leveled off and the financial demands on the Expansion Fund are reduced.

Proposed Increases		3%	3%	3%	3%	3%
	2015	2016	2017	2018	2019	2020
Sewer Area	\$1,135	\$1,169	\$1,204	\$1,240	\$1,278	\$1,316
Water Area	4,215	4,341	4,471	4,606	4,744	4,886
Sewer REC	478	492	507	522	538	554
Water REC	1,226	1,262	1,300	1,339	1,380	1,421

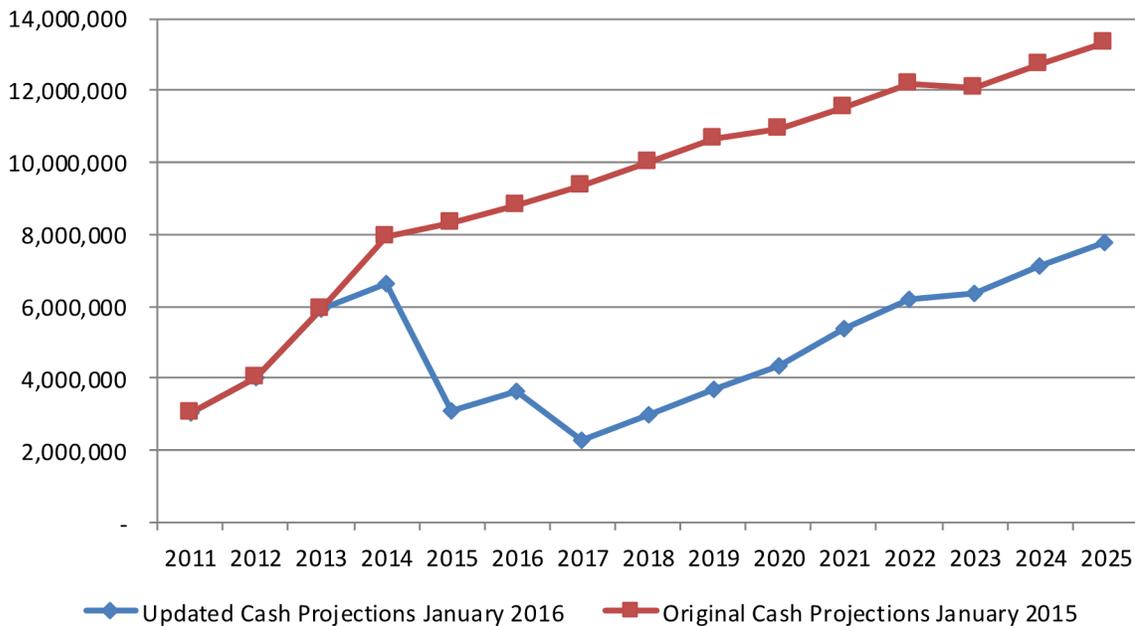
Note: Area charges are per acre and connection (REC) charges are per REU.

Cash Balances

The Utility Trunk Expansion fund had a cash balance of \$3,967,729 as of 12/31/15.

Historically, for cash flow purposes, the Water Sewer Replacement fund has held the receivables for street project special assessments. Going forward, these receivables will be held in the Utility Trunk fund as this fund has less transactional activity impacting cash flow. The Water Sewer Replacement fund and the Trunk fund are included in utilities, which are combined and reported as one enterprise fund in the City's Comprehensive Annual Financial Report (CAFR). Therefore, this change will impact cash balances between the two funds, but will not have an impact on overall reporting.

Utility Trunk Expansion Fund Cash Balances



The 2014 updated cash balance projections reflect a decrease of approximately \$1.3 million from the original projection presented last year. The 2014 projection was based on estimated funding of the Peony Lane project. The remaining variance of approximately \$4.8 million is for the street project special assessment receivables that will be collected over time. Growth expectations were adjusted in this study based on updated data from Community Development. Proposed area and REC charges remain consistent with the previous study.

Summary

The Council had elected to fund expansion projects from new development (the users that derive the benefit). A 3.0% annual increase is recommended to ensure funds are available for future capital needs.

If growth continues as estimated, there will be very little development beyond 2025. The demand for expansion will dissipate as the City nears complete development, leaving the fund with a sizeable reserve. However, it is anticipated that a new water treatment plant, estimated at approximately \$7-8 million, will be needed to support full development of the city, using a significant portion of the reserve. Over time, this estimate will need to be adjusted for inflation.

Staff recommends this cash balance be maintained until there is not a need for expansion projects. At that time, any excess can be transferred to the water and sewer utility funds for support of ongoing operations and maintenance of the system.

Appendix A Cash flow Projections

Appendix B Capital Expenditure Projections

City of Plymouth

Utility Trunk Expansion Cashflow

	Actual				Projections											
	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	
Revenue Rate Assumption	3.8%	3.8%	3.8%	3.8%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	
Interest Rate				1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	
Beginning Cash	1,807,752	3,023,016	4,028,523	5,938,381	6,646,482	3,118,448	3,627,076	2,290,729	2,987,026	3,707,934	4,344,872	5,365,163	6,186,763	6,346,292	7,107,632	
Revenue																
Area Charges and Assessments	600,317	531,687	776,446	808,965	181,227	257,283	335,620	416,307	392,324	404,693	417,747	431,515	444,461	457,795	382,284	
REC Charges	670,902	713,527	1,068,471	832,755	425,905	438,682	451,843	465,398	479,360	394,992	406,842	209,524	215,809	222,284	228,952	
Street Assessments					1,321,538	1,321,479	1,389,520	1,731,172	1,769,027	1,960,335	2,123,220	2,109,006	2,045,887	2,023,165	1,995,599	
Interest	63,830	68,442	(74,754)	224,807	66,465	31,184	36,271	22,907	29,870	37,079	43,449	53,652	61,868	63,463	71,076	
Sewer	-	-	309,576	-	-	-	-	-	-	-	-	-	-	-	-	
Total Revenue	1,335,049	1,313,656	2,079,739	1,866,527	1,995,135	2,048,628	2,213,253	2,635,785	2,670,581	2,797,101	2,991,259	2,803,697	2,768,026	2,766,707	2,677,911	
Expense																
Street Assessments	-	-	-	-	5,203,169	1,220,000	3,220,000	1,600,000	1,600,000	1,600,000	1,600,000	1,600,000	1,600,000	1,600,000	1,600,000	
Sewer	-	-	13,260	-	100,000	100,000	103,000	106,090	109,273	112,551	115,927	119,405	122,987	126,677	130,477	
Water	-	-	-	-	220,000	220,000	226,600	233,398	240,400	447,612	255,040	262,692	885,509	278,689	287,050	
Water Sewer Construction	-	100,502	-	-	-	-	-	-	-	-	-	-	-	-	-	
Street	-	-	-	1,355,224	-	-	-	-	-	-	-	-	-	-	-	
Other	-	12,884	26	28	-	-	-	-	-	-	-	-	-	-	-	
Total Expense	-	113,386	13,286	1,355,252	5,523,169	1,540,000	3,549,600	1,939,488	1,949,673	2,160,163	1,970,968	1,982,097	2,608,497	2,005,366	2,017,527	
Net Income (Loss)	1,335,049	1,200,270	2,066,453	511,275	(3,528,034)	508,628	(1,336,347)	696,297	720,909	636,938	1,020,291	821,600	159,529	761,340	660,384	
Ending Cash Balances	3,023,016	4,028,523	5,938,381	6,646,482	3,118,448	3,627,076	2,290,729	2,987,026	3,707,934	4,344,872	5,365,163	6,186,763	6,346,292	7,107,632	7,768,016	
Previous Projection	3,023,016	4,028,523	5,938,381	7,963,490	8,330,257	8,789,524	9,344,882	10,000,036	10,651,720	10,957,834	11,550,758	12,165,347	12,066,787	12,716,931	13,300,215	
Variance from Previous Projection	-	-	-	(1,317,008)	(5,211,809)	(5,162,448)	(7,054,153)	(7,013,010)	(6,943,786)	(6,612,962)	(6,185,595)	(5,978,584)	(5,720,495)	(5,609,299)	(5,532,199)	

City of Plymouth

Utility Trunk Fund

Capital Expenditure Projections

	Inflation 3.00%				
	% New			Inflated	% New Dev
	Development	Year	2016 Cost	Cost At Const ¹	x Cost
Sewer					
Trunk sewer oversizing	100.00%	2015	100,000	100,000	100,000
Trunk sewer oversizing	100.00%	2016	100,000	100,000	100,000
Trunk sewer oversizing	100.00%	2017	100,000	103,000	103,000
Trunk sewer oversizing	100.00%	2018	100,000	106,090	106,090
Trunk sewer oversizing	100.00%	2019	100,000	109,273	109,273
Trunk sewer oversizing	100.00%	2020	100,000	112,551	112,551
Trunk sewer oversizing	100.00%	2021	100,000	115,927	115,927
Trunk sewer oversizing	100.00%	2022	100,000	119,405	119,405
Trunk sewer oversizing	100.00%	2023	100,000	122,987	122,987
Trunk sewer oversizing	100.00%	2024	100,000	126,677	126,677
Trunk sewer oversizing	100.00%	2025	100,000	130,477	130,477
		Total	1,100,000	1,246,388	1,246,388
Water					
Trunk water main oversizing	100.00%	2015	220,000	220,000	220,000
Trunk water main oversizing	100.00%	2016	220,000	220,000	220,000
Trunk water main oversizing	100.00%	2017	220,000	226,600	226,600
Trunk water main oversizing	100.00%	2018	220,000	233,398	233,398
Trunk water main oversizing	100.00%	2019	220,000	240,400	240,400
Trunk water main oversizing	100.00%	2020	220,000	247,612	247,612
Fire protection upgrades	100.00%	2020	200,000	225,102	200,000
Trunk water main oversizing	100.00%	2021	220,000	255,040	255,040
Trunk water main oversizing	100.00%	2022	220,000	262,692	262,692
Trunk water main oversizing	100.00%	2023	220,000	270,572	270,572
Fire protection upgrades	100.00%	2023	500,000	614,937	614,937
Trunk water main oversizing	100.00%	2024	220,000	278,689	278,689
Trunk water main oversizing	100.00%	2025	220,000	287,050	287,050
		Total	3,120,000	3,582,092	3,556,990

¹Inflation factored in for project costs beyond 2016. Inflation is not a factor in the CIP for routine projects.

*The CIP document has \$7,600,000 budgeted for a new Water Treatment Plant, however, it is uncertain when this plant will be needed, therefore it has been omitted from this study.

CITY OF PLYMOUTH

ORDINANCE NO. 2016-

AN ORDINANCE AMENDING CHAPTER 10 OF THE PLYMOUTH CITY CODE CONCERNING WATER AND SANITARY SEWER PERMITS AND UTILITY FEES

THE CITY OF PLYMOUTH ORDAINS:

Section 1015 of the City Code is amended to read as follows:

1015.19. Water and Sanitary Sewer Permit Fees. Water and sanitary sewer permit fees are as follows:

(a)	Residential Water Connection or Disconnection	\$40 plus cost of meter
(b)	Commercial Water Connection or Disconnection	1% of Job Cost, \$40 minimum plus cost of meter
(c)	Residential Sewer Connection or Disconnection	\$40
(d)	Commercial/Industrial Sewer Connection or Disconnection	1% of Job Cost, \$40 minimum
(e)	Alteration or Repair of any Private Underground Sewer or Water System	1% of Job Cost, \$40 minimum
(f)	Commercial/Industrial Plan Review Fee for Inspection of Private Underground Utility Installation (when submittal documents are required)	\$100
(g)	Water Turn-Off-/Turn-On Charge	
	(1) Scheduled during regular business hours	\$40
	(2) Unscheduled during regular business hours	\$80
	(3) Outside regular business hours	\$160
(h)	Curb box adjustment:	
	Residential	\$35
	Commercial	\$70
(i)	Industrial, Commercial, Public and Institutional Property Private Fire Hydrant Inspection Fee	\$35 per year each
(j)	Reinspection Fee	\$15
(k)	Violation of Water Sprinkling Ban	\$100 for each day of violation of Section 720.37
(l)	City Sewer Connection Charge (REC)	\$478 <u>492</u> per unit
(m)	City Water Connection Charge (REC)	\$1,226 <u>1,262</u> per unit
(n)	City Water Area Charge	\$4,215 <u>4,341</u> per acre
(o)	City Sewer Area Charge	\$1,135 <u>1,169</u> per acre

(Ord. 94-20, 11/07/94; Ord. 96-32, 12/18/96; Ord. 98-7, 3/18/98; Ord. 99-27, 11/02/99; Ord. 2005-35, 11/29/2005; Ord. 2007-27, 11/13/2007; Ord. 2009-01, 12/13/2009; Ord. 2011-02, 1/25/2011; Ord. 2012-03, 1/24/2012; Ord. 2013-03, 1/8/2013; Ord. 2014-08, 1/28/2014)

Effective Date. This ordinance shall take effect immediately upon its passage.

ADOPTED by the City Council on this 23rd day of February, 2016.

Kelli Slavik, Mayor

ATTEST:

Sandra R. Engdahl, City Clerk

CITY OF PLYMOUTH

RESOLUTION No. 2016 -

RESOLUTION APPROVING SUMMARY PUBLICATION OF ORDINANCE No. 2016-

ORDINANCE AMENDING SECTION 1015.19 OF THE CITY CODE REGARDING WATER AND SEWER AREA AND CONNECTION (REC) CHARGES

Ordinance No. 2016- amends Section 1015.19 of the Plymouth City Code regarding water and sewer area and connection (REC) charges.

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

APPROVED for summary publication by the City Council on this 23rd day of February, 2016.

**REGULAR
COUNCIL MEETING**

February 23, 2016

To: Dave Callister, City Manager

Prepared by: Barb Northway, Deputy Director of Parks and Recreation

Reviewed by: Diane Evans, Director of Parks and Recreation

Item: **Approve Asphalt Bid for Park Trails, Parking Lots and
Hardscape Surface Repairs for 2016 and 2017**

1. ACTION REQUESTED:

Adopt the attached resolution approving the asphalt bid from DMJ Asphalt, Inc. to repair park trails, parking lots and other hardscape surfaces, as needed, for 2016 and 2017.

2. BACKGROUND:

The City park system includes trails, parking lots, and hardscape basketball and/or tennis court surfaces. As the park system continues to age, these asphalt and concrete surfaces are starting to deteriorate and are in need of repair and/or renovation.

Trails, parking lots and other hardscape surfaces are inspected and rated for condition. The rating system is based on a scale from 1-5. A rating of 1 is critical, which means having a medium to high extent of distress. A rating of 5 is excellent, which is a very low extent of distress. In 2014, the entire trail system was inspected and the condition of the asphalt/concrete surface was rated. Parking lots and other hardscape surfaces are inspected bi-annually and rated using the same 1-5 rating system to ensure safe and pleasurable use.

The trail system contains 150 miles of asphalt or concrete walking and/or biking connections to neighborhoods, schools, work places, retail centers and parks. Based on the rating system, trails are evaluated and prioritized for repair, rebuilding and/or receiving an overlay to ensure safe and enjoyable use. When repairing trails, staff ensures that the City is in compliance with the Americans with Disability Act (ADA). ADA has specific requirements for maximum trail slope, side slope and intersections (e.g. installing truncated domes).



Typically, an 8' wide trail can be overlaid for \$11 per foot, or \$58,080 per mile, provided additional base or ADA compliance work is not necessary. An asphalt overlay to the trail surface gives an additional 10-15 years of usage.

Within the park system there are 32 facilities (e.g. Plymouth Creek Center, St Mary's Park, Heritage Park) that have parking lots, providing approximately 2,500 total parking stalls. Additionally, there are 33 hardscape surfaces (e.g. basketball, tennis). Some of the asphalt surfaces are over 15 years old and showing signs of deterioration.

The general locations of trail repair, parking lot repair and hardscape court repair for 2016 and 2017 are:

- 1) 22nd Avenue – Vicksburg Lane to Dunkirk Lane
- 2) Plymouth Creek Playfield trails
- 3) Plymouth Creek Center parking lot
- 4) Tunnels – Cheshire Ln, 37th Avenue, County Road 9
- 5) Plymouth Playfield trails
- 6) Rolling Hills area trails
- 7) Fernbrook Lane – Highway 55 to County Road 6
- 8) Hardscape courts at parks – Green Oaks, Plymouth Creek, Turtle Lake, St Mary's
- 9) Smaller repair areas around manholes and various areas needing patching

The asphalt bids were received on February 5, 2016. Staff recommends approval of the bid from DMJ Asphalt Inc. for both 2016 and 2017. The City has used this contractor in the past, and they have demonstrated high quality work. Their qualifications and work performance are compliant with the City's Responsible Bidder Evaluation Policy.

Company Name	2016 (Cost per ton)	2017 (Cost per ton)
Bituminous Roads, Inc.	\$80	\$85
DMJ Asphalt, Inc.	\$70	\$72

3. BUDGET IMPACT:

The trail and hardscape repair portion of the project is scheduled in the Capital Improvement Program (CIP) for 2016 and 2017 in the amount of \$205,000 each year, utilizing the Park Replacement Fund. The mill and overlay project at the Plymouth Creek Center parking lot is scheduled in the CIP for 2016 in the amount of \$300,000 utilizing \$150,000 from the Fieldhouse Fund and \$150,000 from the Park Replacement Fund.

4. ATTACHMENTS:

Resolution

CITY OF PLYMOUTH

RESOLUTION No. 2016 -

RESOLUTION APPROVING ASPHALT BID FROM DMJ ASPHALT, INC. FOR PARK TRAILS, PARKING LOTS, AND OTHER HARDSCAPE SURFACE REPAIRS FOR 2016 AND 2017

WHEREAS, the Parks and Forestry Division has inspected and assigned a rating to 150 miles of asphalt trails, 32 parking lots and 33 hardscape courts in the City; and

WHEREAS, as determined by the rating system, asphalt surfaces with a medium to high extent of distress will be overlaid with new asphalt; and

WHEREAS, the trail and hardscape repair portion of the project is scheduled in the Capital Improvement Program (CIP) for 2016 and 2017 for \$205,000 each year, utilizing the Park Replacement Fund; and

WHEREAS, the Plymouth Creek Center parking lot mill and overlay is scheduled in the CIP for 2016, in the amount of \$300,000, utilizing \$150,000 from the Fieldhouse Fund and \$150,000 from the Park Replacement Fund; and

WHEREAS, the City has prepared specifications, advertised, received and opened bids on February 5, 2016; and

WHEREAS, DMJ Asphalt, Inc.'s bids of \$70 per ton for 2016 and \$72 per ton for 2017 is the lowest responsible bidder according to the City's Responsible Bidder Evaluation Policy; and

WHEREAS, based on bid amounts, and experience with past city project, staff recommends accepting the bid from DMJ Asphalt, Inc.

NOW, THEREFORE BE IT HEREBY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA, that the asphalt bid for park trails, parking lots and other hardscape surface repairs for 2016 and 2017 from DMJ Asphalt, Inc. in the amount of \$70 per ton in 2016 and \$72 per ton in 2017 is hereby approved.

APPROVED by the City Council on this 23rd day of February, 2016.

**REGULAR
COUNCIL MEETING**

February 23, 2016

To: Dave Callister, City Manager

Prepared by: Diane Evans, Director of Parks & Recreation

Reviewed by:

Item: Consider Parking Lot Improvements at the Plymouth Ice Center and Life Time Fitness (40044)

1. ACTION REQUESTED:

Consider parking lot improvements at the Plymouth Ice Center and Life Time Fitness. Staff has identified two options and has attached the appropriate resolutions for each action.

Option 1 – Award bid for the expansion and renovation of the Plymouth Ice Center and Life Time Fitness Parking Lot to New Look Contracting in the amount of \$1,016,411.

Option 2 – Reject bids for the expansion and renovation of the Plymouth Ice Center and Life Time Fitness Parking Lot and authorize staff to re-advertise for parking lot mill and overlay improvements.

Option 3 – Do nothing. Staff does not recommend the Council take this action because the parking lot has been in a state of disrepair and has been planned for some time.

2. BACKGROUND:

The Plymouth Ice Center (PIC) and Life Time Fitness complex is one of the busiest recreational facilities in Minnesota. PIC draws almost 500,000 visitors annually and Life Time Fitness generates a considerable amount of traffic to the site with membership capacity at 83% and growing. The parking facility is used for many City Center events and activities including Music in Plymouth, Plymouth on Parade and other special events. As the City continues to grow, staff anticipates parking demands to increase at this location -- for PIC and Life Time use, for City Center as it develops and redevelops, and general community needs.

On January 13, 2015, the project was authorized to proceed with plans and specifications for expansion and renovation of the lot. On July 8, 2015, the City received five bids, with the apparent low bid of \$1,138,523, which was \$238,523 over the engineer's estimate. On July 28, 2015, staff recommended that the Council reject all bids and authorize the project to be re-bid in hopes of a more favorable bidding climate.

On December 17, 2015, the expansion and renovation project was advertised in the Plymouth Sun Sailor. The base project provides for 86 new parking stalls (no parallel parking spots), mill and overlay of the existing spaces, concrete and paver repair, 20-25 feet of buffered greenspace

between Plymouth Boulevard and the parking lot, and other enhanced landscaping. On January 13, 2016 the City received seven bids:

COMPANY	BASE BID	MEDIAN LANDSCAPING	TOTAL BID
New Look Contracting	\$992,611.00	\$23,800.00	\$1,016,411.00
Peterson Companies	\$998,530.98	\$28,018.25	\$1,026,549.23
Northwest Asphalt Inc.	\$1,041,238.79	\$22,422.00	\$1,063,660.79
Bituminous Roadways	\$1,087,254.24	\$24,000.20	\$1,111,254.44
CS McCrossan Construction	\$1,146,175.65	\$26,717.00	\$1,172,892.65
T.A. Schifsky and Sons	\$1,224,004.99	\$26,575.29	\$1,250,580.28
Morcon Constructions	\$1,402,801.27	\$28,970.55	\$1,431,771.82
Engineer's Estimate	\$920,000	\$30,000	\$950,000

Life Time Fitness requested an alternate bid for the project to enhance the median landscaping within the entry drive off of Plymouth Boulevard. Life Time Fitness will pay for the landscaping upgrade, along with any associated upkeep and maintenance.

The apparent low bid, with the base bid and median landscaping option, is from New Look Contracting in the amount of \$1,016,411. New Look Contracting is based out of Rogers, Minnesota. Their qualifications and work performance are compliant with the City's Responsible Bidder Evaluation Policy.

If the Council awards the parking expansion and renovation project, it will be completed this summer. If the project is rejected, staff recommends re-advertising for a basic parking lot mill and overlay bidding to be completed later this fall.

3. BUDGET IMPACT:

The City and Life Time Fitness have an agreement that defines how costs are shared for parking facility improvements. The proposed project is scheduled in the 2016 Capital Improvement Program (CIP), with a planned City contribution of \$500,000, based on original project cost estimations of \$1,000,000. When the original bid exceeded this amount, the City and Life Time negotiated costs beyond the City's budgeted amount. As a result, Life Time agreed to a lump sum amount of \$625,000.

The chart below provides a breakdown of the project’s expansion and renovation components and cost estimates:

	Total Cost	City	Lifetime
Parking lot improvements <ul style="list-style-type: none"> ▪ 86 spaces new spaces ▪ 24 foot drive aisle ▪ Mill & overlay 	\$823,356	\$367,473	\$455,883
Storm sewer improvements	\$110,140	\$55,070	\$55,070
City Center landscape enhancements <ul style="list-style-type: none"> ▪ Boulevard tree plantings & benches ▪ Life Time Fitness main entry median landscaping (Life Time funds median costs of \$23,800) 	\$82,915	\$28,958	\$53,957
Consultant & administrative	\$97,000	\$48,500	\$48,500
Balance of Life Time’s Lump Sum*	\$11,589	\$0	\$11,589
Total	\$1,125,000	\$500,000	\$625,000

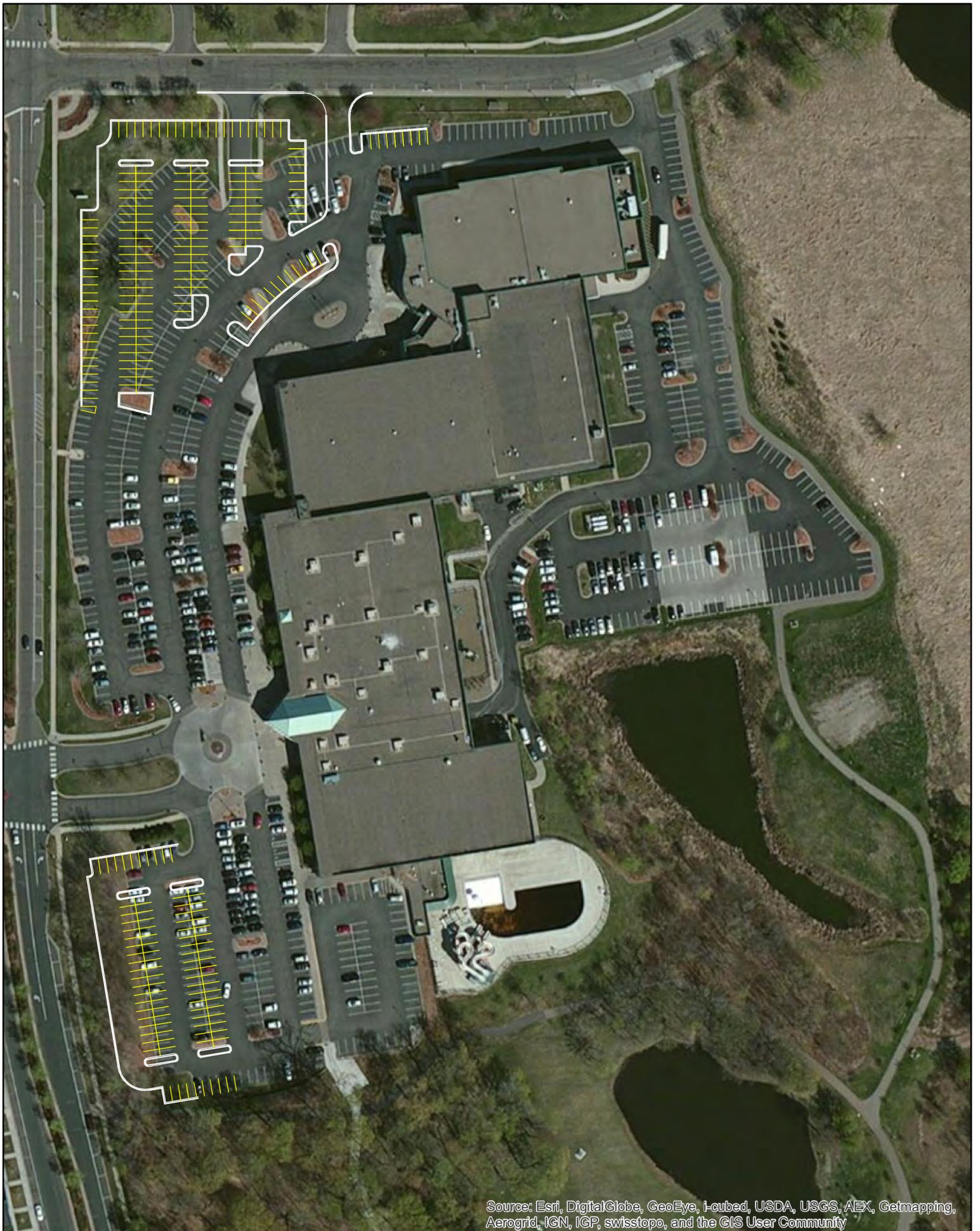
*Currently with the remaining balance of Life Time’s lump sum there is a contingency amount of 1% on the entire project amount. The project consultant believes that there is a limited chance of an overrun on the landscaping or storm sewer component of the project. The most likely area that could generate a contingency cost during construction is the need for a soil correction that was not identified as part of the soil boring process. The City’s general best practices suggest a contingency in the amount of 10% of the total project cost or \$100,000. In this scenario, the City’s planned contribution (including contingencies) is \$550,000 and Life Time’s planned contribution is \$675,000.

Funding for the project will be split between the Park Dedication Fund (\$350,000) and the Park Replacement Funds (\$200,000).

If the Council rejects the expansion and renovation improvements, the cost for a basic mill and overlay is estimated at \$600,000. The City and Life Time Fitness would split the costs evenly.

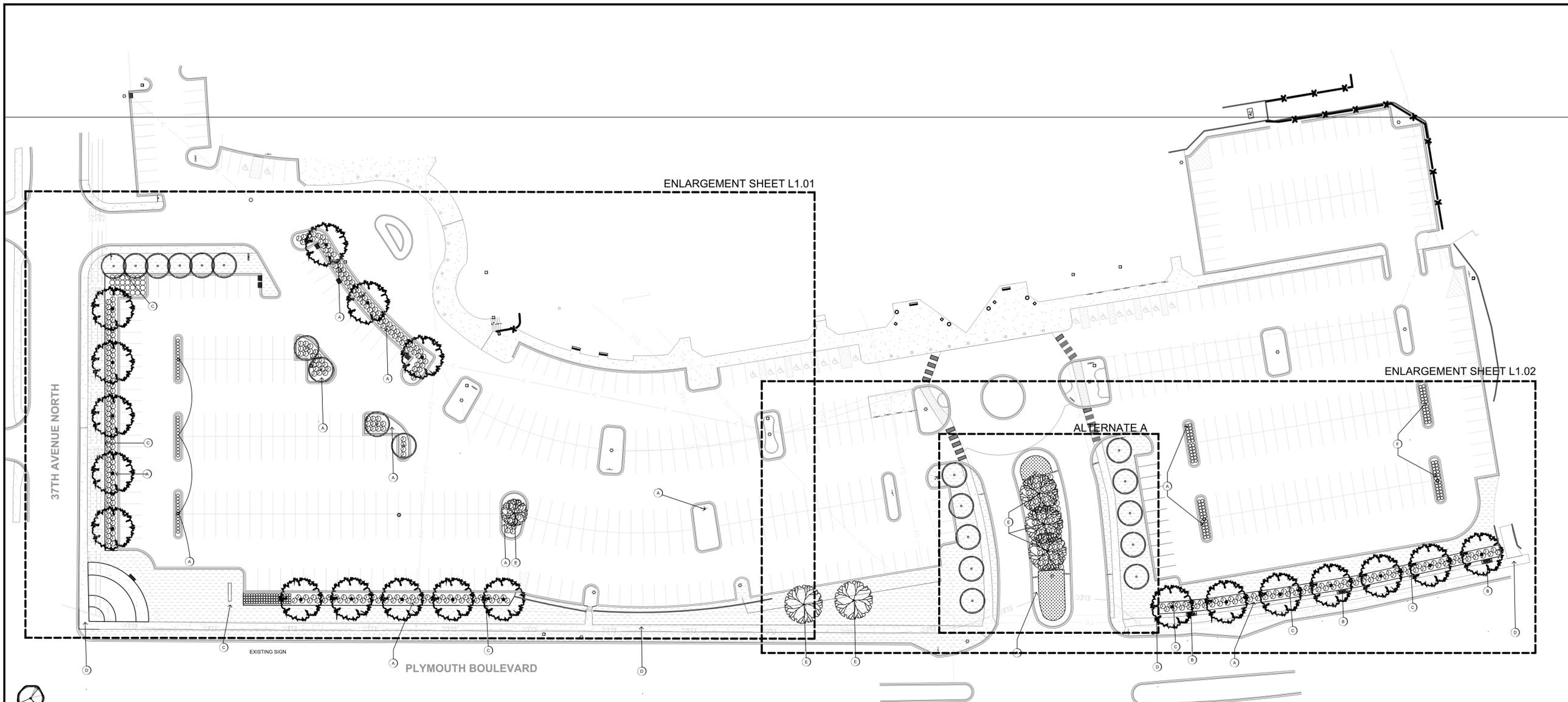
4. ATTACHMENTS:

- Proposed Parking Lot Improvements
- Landscape Plan
- Landscape Rendering
- Resolutions



Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

PROPOSED IMPROVEMENTS



01 LANDSCAPE LAYOUT

- KEY LEGEND**
- (A) WOOD MULCH - SEE SPEC.
 - (B) BENCH - BY OWNER
 - (C) METAL EDGER - SEE SPEC.
 - (D) PROTECT EXISTING WALKWAY
 - (E) PROTECT EXISTING TREES

- PLANTING LEGEND**
- EXISTING TREES PROTECT
 - PROPOSED DECIDUOUS TREES
 - PROPOSED ORNAMENTAL TREES
 - SHRUBS
 - PERENNIALS
 - SOD-DISTURBED AREAS
 - EXISTING SIDEWALKS

- GENERAL NOTES**
1. CONTRACTOR SHALL INSPECT THE SITE AND BECOME FAMILIAR WITH EXISTING CONDITIONS RELATING TO THE NATURE AND SCOPE OF WORK.
 2. CONTRACTOR SHALL VERIFY PLAN LAYOUT AND BRING TO THE ATTENTION OF THE LANDSCAPE ARCHITECT DISCREPANCIES WHICH MAY COMPROMISE THE DESIGN OR INTENT OF THE LAYOUT.
 3. CONTRACTOR SHALL ASSURE COMPLIANCE WITH APPLICABLE CODES AND REGULATIONS GOVERNING THE WORK AND MATERIALS SUPPLIED.
 4. CONTRACTOR SHALL PROTECT EXISTING ROADS, CURBS/GUTTERS, WALKWAYS, TREES, LAWNS AND SITE ELEMENTS DURING CONSTRUCTION OPERATIONS. DAMAGE TO SAME SHALL BE REPAIRED AT NO ADDITIONAL COST TO THE OWNER.
 5. CONTRACTOR SHALL VERIFY ALIGNMENT AND LOCATION OF UNDERGROUND AND ABOVE GRADE UTILITIES AND PROVIDE THE NECESSARY PROTECTION FOR SAME BEFORE CONSTRUCTION BEGINS (MINIMUM 10' CLEARANCE).
 6. CONTRACTOR SHALL COORDINATE THE PHASES OF CONSTRUCTION AND PLANTING INSTALLATION WITH OTHER CONTRACTORS WORKING ON SITE.
 7. EXISTING CONTOURS, TRAILS, VEGETATION, CURB/GUTTER AND OTHER ELEMENTS ARE BASED UPON INFORMATION SUPPLIED TO THE LANDSCAPE ARCHITECT BY OTHERS. CONTRACTOR SHALL VERIFY DISCREPANCIES PRIOR TO CONSTRUCTION AND NOTIFY LANDSCAPE ARCHITECT OF SAME.
 8. CONTRACTOR SHALL REVIEW THE SITE FOR DEFICIENCIES IN SITE CONDITIONS WHICH MIGHT NEGATIVELY AFFECT PLANT ESTABLISHMENT, SURVIVAL OR WARRANTY. UNDESIRABLE SITE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO BEGINNING OF WORK.
 9. CONTRACTOR IS RESPONSIBLE FOR ONGOING MAINTENANCE OF NEWLY INSTALLED MATERIALS UNTIL TIME OF SUBSTANTIAL COMPLETION. REPAIR OF ACTS OF VANDALISM OR DAMAGE WHICH MAY OCCUR PRIOR TO SUBSTANTIAL COMPLETION SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR.
 10. EXISTING TREES OR SIGNIFICANT SHRUB MASSINGS FOUND ON SITE SHALL BE PROTECTED AND SAVED UNLESS NOTED TO BE REMOVED OR ARE LOCATED IN AN AREA TO BE GRADED. QUESTIONS REGARDING EXISTING PLANT MATERIAL SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO REMOVAL.
 11. EXISTING TREES TO REMAIN, UPON DIRECTION OF LANDSCAPE ARCHITECT, SHALL BE FERTILIZED AND PRUNED TO REMOVE DEAD WOOD, DAMAGED AND RUBBING BRANCHES.
 12. CONTRACTOR SHALL PREPARE AND SUBMIT A WRITTEN REQUEST FOR THE SUBSTANTIAL COMPLETION INSPECTION OF LANDSCAPE AND SITE IMPROVEMENTS PRIOR TO SUBMITTING FINAL PAY REQUEST.
 13. CONTRACTOR SHALL PREPARE AND SUBMIT REPRODUCIBLE AS-BUILT DRAWING(S) OF LANDSCAPE INSTALLATION, IRRIGATION AND SITE IMPROVEMENTS UPON COMPLETION OF CONSTRUCTION INSTALLATION AND PRIOR TO SUBSTANTIAL COMPLETION.
 14. SYMBOLS ON PLAN DRAWING TAKE PRECEDENCE OVER SCHEDULES IF DISCREPANCIES IN QUANTITIES EXIST. SPECIFICATIONS AND DETAILS TAKE PRECEDENCE OVER NOTES.

- GRADING NOTES**
3. ROUGH GRADING AND FINISH GRADING TO BE DONE BY OTHERS EXCEPT WHERE NOTED.

4. CONTRACTOR SHALL CONTACT PUBLIC UTILITIES FOR LOCATION OF UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. LANDSCAPE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE IF DAMAGED DURING CONSTRUCTION AT NO ADDITIONAL COST TO THE OWNER.
5. CONTRACTOR SHALL PROVIDE PROPER EROSION CONTROL MEASURES AS REQUIRED TO INSURE THAT EROSION IS KEPT TO AN ABSOLUTE MINIMUM.
6. PROVIDE TEMPORARY COVERING FOR CATCH BASINS AND MAN HOLES UNTIL LANDSCAPE WORK IN THE AREA IS COMPLETE.
7. CONTRACTOR SHALL INSTALL CATCH BASIN EROSION CONTROL MEASURES PER MPCA (MINNESOTA POLLUTION CONTROL AGENCY) SPECS.
8. WITHIN TWO WEEKS OF FINISHED SITE GRADING, DISTURBED AREAS SHALL BE STABILIZED WITH SEED, SOD, MULCH OR ROCK BASE.

- PLANTING NOTES**
1. NO PLANTS WILL BE INSTALLED UNTIL FINAL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
 2. PROPOSED PLANT MATERIAL SHALL BE LOCATED AND STAKED AS SHOWN ON PLAN. LANDSCAPE ARCHITECT MUST APPROVE STAKING OF PLANT MATERIAL PRIOR TO DIGGING.
 3. NO PLANT MATERIAL SUBSTITUTIONS WILL BE ACCEPTED UNLESS APPROVAL IS GRANTED BY THE LANDSCAPE ARCHITECT TO THE CONTRACTOR PRIOR TO THE SUBMISSION OF BID.
 4. ADJUSTMENTS IN LOCATION OF PROPOSED PLANT MATERIALS MAY BE NEEDED IN FIELD. LANDSCAPE ARCHITECT MUST BE NOTIFIED PRIOR TO ADJUSTMENT OF PLANTS.
 5. PLANT MATERIALS TO BE INSTALLED PER PLANTING DETAILS.
 6. PLANT MATERIAL SHALL BE FERTILIZED UPON INSTALLATION - PER SPECIFICATION.
 7. PLANTING AREAS RECEIVING GROUND COVER, PERENNIALS, ANNUALS OR VINES SHALL RECEIVE A MINIMUM OF 12" DEPTH OF PLANTING SOIL - PER SPECIFICATION.
 8. TREE WRAPPING MATERIAL SHALL BE TWO-WALLED PLASTIC SHEETING APPLIED FROM TRUNK FLARE TO FIRST BRANCH. WRAP SMOOTH-BARKED DECIDUOUS TREES PLANTED IN THE FALL PRIOR TO DECEMBER 1 AND REMOVE WRAPPING AFTER MAY 1.
 9. STEEL EDGER TO BE USED TO CONTAIN SHRUBS, PERENNIALS AND ANNUALS WHERE PLANTING BED MEETS SOD UNLESS OTHERWISE NOTED - PER SPECIFICATION.
 10. ANNUAL, PERENNIAL, AND SHRUB BEDS ARE TO RECEIVE APPLICATION OF PRE-EMERGENT HERBICIDE (PREEN OR APPROVED EQUAL) FOLLOWED BY 3" DEEP SHREDDED HARDWOOD MULCH. REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION REGARDING USE OF HERBICIDES. DO NOT USE FIBER MAT WEED BARRIER.
 11. CONIFEROUS & DECIDUOUS TREES ARE TO RECEIVE 3" DEEP SHREDDED HARDWOOD MULCH AND SHALL HAVE NO MULCH IN DIRECT CONTACT WITH THE TREE TRUNK.
 12. MAINTENANCE STRIPS, WHERE ILLUSTRATED, TO HAVE EDGER AND MULCH AS INDICATED ON DRAWINGS OR IN SPECIFICATIONS.
 13. CONTRACTOR SHALL WARRANTY NEW PLANT MATERIAL THROUGH ONE CALENDAR YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION. NO PARTIAL ACCEPTANCE WILL BE CONSIDERED - PER SPECIFICATION.
 14. UNLESS NOTED OTHERWISE, THE APPROPRIATE DATES FOR SPRING PLANT MATERIAL INSTALLATION IS FROM THE TIME GROUND HAS THAWED TO JUNE 15.

15. CONIFEROUS PLANTING IS ACCEPTABLE FROM AUGUST 15 TO OCTOBER 1. FALL DECIDUOUS PLANTING IS ACCEPTABLE FROM THE FIRST FROST UNTIL NOVEMBER 15. ADJUSTMENTS TO PLANTING DATES MUST BE APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT.

- TURF NOTES**
1. SOD AREAS DISTURBED DUE TO GRADING UNLESS NOTED OTHERWISE.
 2. WHERE SOD ABUTS PAVED SURFACES, FINISHED GRADE OF SOD/SEED SHALL BE HELD 1" BELOW SURFACE ELEVATION OF TRAIL, SLAB, CURB, ETC.
 3. SOD SHALL BE LAID PARALLEL TO THE CONTOURS AND SHALL HAVE STAGGERED JOINTS. ON SLOPES STEEPER THAN 3:1 OR IN DRAINAGE SWALES, SOD SHALL BE STAKED SECURELY.
 4. UNLESS NOTED OTHERWISE, THE APPROPRIATE DATES FOR SPRING SOD PLACEMENT IS FROM THE TIME GROUND HAS THAWED TO JUNE 15.
 5. FALL SODDING IS ACCEPTABLE FROM AUGUST 15 TO NOVEMBER 1. ADJUSTMENTS TO SOD PLANTING DATES MUST BE APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT.

ICE CENTER/LIFETIME PLYMOUTH
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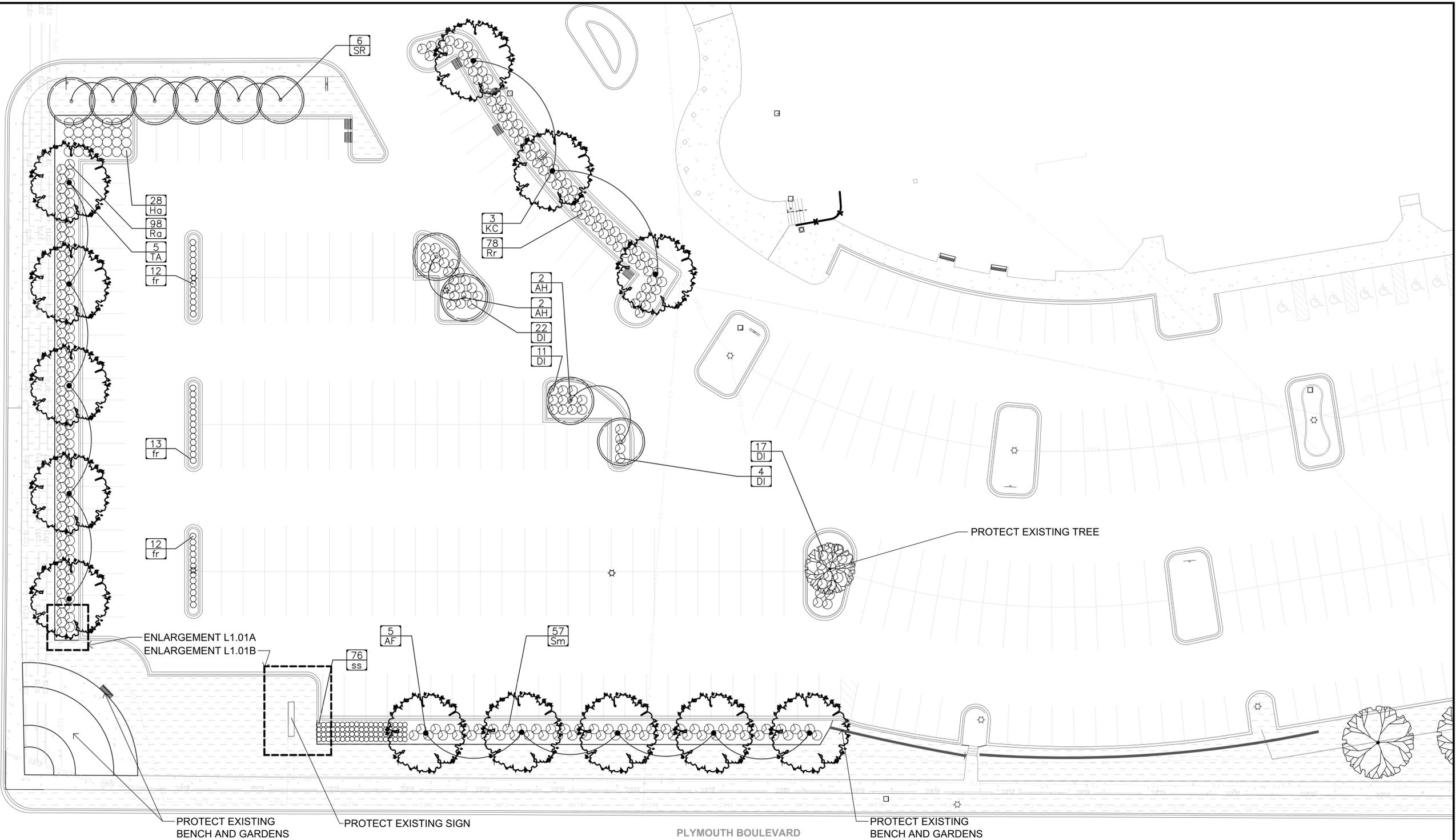
LANDSCAPE LAYOUT

CONFLUENCE PROJECT NO: 15025MN

L1.00

File Location: N:\2015\15025MN - Lifetime Plymouth\15025MN - AutoCAD\15025MN L1.00 - Landscape Plan / Drawn by: XX / Checked by: XX

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 LIFETIME FITNESS
 PLYMOUTH / MINNESOTA



ENLARGEMENT L1.01A
 ENLARGEMENT L1.01B

PROTECT EXISTING
 BENCH AND GARDENS

PROTECT EXISTING SIGN

PLYMOUTH BOULEVARD

PROTECT EXISTING
 BENCH AND GARDENS

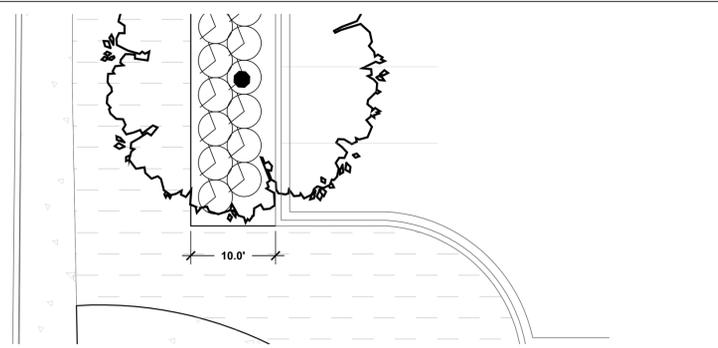
PROTECT EXISTING TREE

01 LANDSCAPE LAYOUT - NORTH

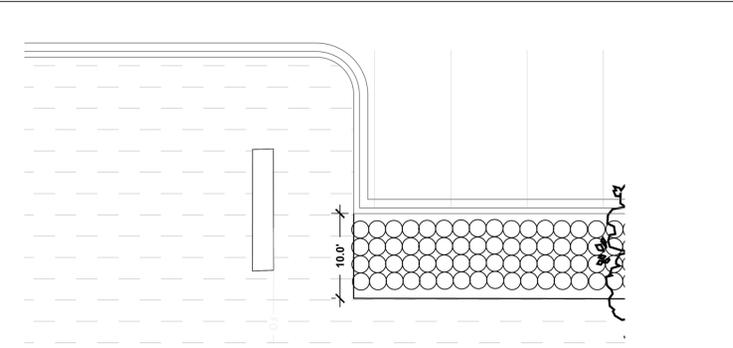
SCALE: 1"=20'
 0' 5' 10' 20' 40'

PLANTING LEGEND

- EXISTING TREES PROTECT
- PROPOSED DECIDUOUS TREES
- PROPOSED ORNAMENTAL TREES
- SHRUBS
- PERENNIALS
- SOD-DISTURBED AREAS
- EXISTING SIDEWALKS



A ENLARGEMENT L1.01A SCALE: 1"=10' 0' 2.5' 5' 10' 20'



B ENLARGEMENT L1.01B SCALE: 1"=10' 0' 2.5' 5' 10' 20'

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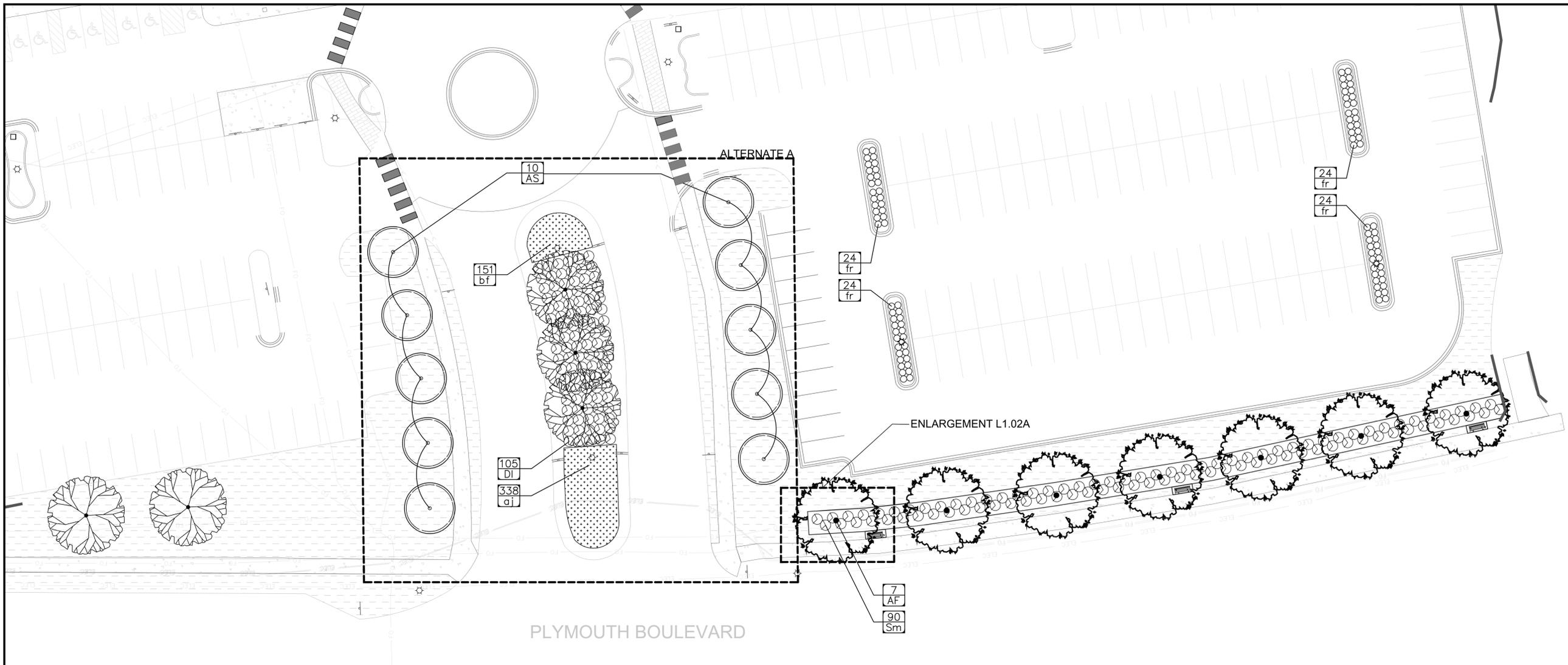
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ENLARGEMENT
 NORTH

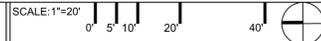
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L1.01

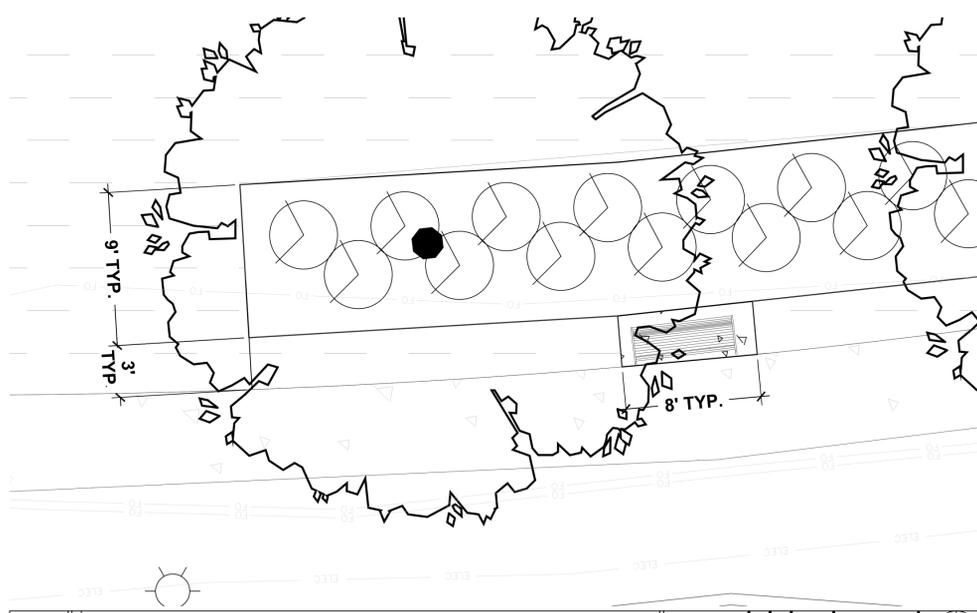
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01 LANDSCAPE LAYOUT - SOUTH



- PLANTING LEGEND**
- EXISTING TREES PROTECT
 - PROPOSED DECIDUOUS TREES
 - PROPOSED ORNAMENTAL TREES
 - SHRUBS
 - PERENNIALS
 - SOD-DISTURBED AREAS
 - EXISTING SIDEWALKS



C ENLARGEMENT PLAN L1.02C



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**ENLARGEMENT
 SOUTH**

CONFLUENCE PROJECT NO: 15025MN

L1.02

Deciduous Tree Schedule						
Symbol	Quantity	Scientific Name	Common Name	Size	Cont.	Type
AF	12	<i>Acer x freemanii</i> 'AF#1'	Firefall Maple	2.5"	B&B	Single Stem
AH	4	<i>Acer tataricum</i> 'GarAnn'	Hotwings Maple	2"	B&B	Single Stem
KC	3	<i>Gymnocladus dioica</i> 'Espresso'	Espresso Kentucky Coffeetree	2.5"	B&B	Single Stem
SR	6	<i>Syringa reticulata</i>	Japanese Tree Lilac	1.5"	B&B	Single Stem
TA	5	<i>Tilia americana</i> 'McKSentry'	Sentry Linden	2.5"	B&B	Single Stem
	30	Tree Total				

Deciduous Shrub Planting Schedule						
Symbol	Quantity	Scientific Name	Common Name	Size	Type	Spacing
DI	54	<i>Diervilla lonicera</i>	Bush Honeysuckle	24" HEIGHT	#5 Cont.	40.C.
Ha	28	<i>Hydrangea arborescens</i> 'Annabelle'	Annabelle Hydrangea	24" HEIGHT	#5 Cont.	40.C.
Rr	78	<i>Rhus aromatica</i>	Gro-Low Fragrant Sumac	24" HEIGHT	#5 Cont.	40.C.
Ra	98	<i>Ribes alpinum</i>	Alpine Currant	24" HEIGHT	#5 Cont.	40.C.
Sm	147	<i>Syringa meyeri</i> 'Palibin'	Dwarf Korean Lilac	24" HEIGHT	#5 Cont.	40.C.
	405	Shrub Total				

Perennial Schedule						
Symbol	Quantity	Scientific Name	Common Name	Size	Type	Spacing
fr	133	<i>Calamagrostis x. acutiflora</i>	Karl Foerster Grass	1 Gal.	Pot	2' O.C.
ss	76	50% - <i>Schizachyrium scoparium</i>	Little Bluestem	1 Gal.	Pot	2' O.C.
	209	Perennial Total				

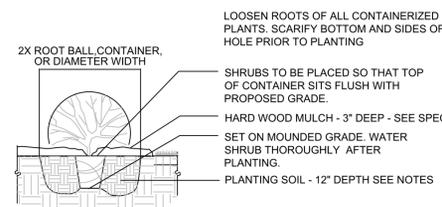
PLANTING SCHEDULES N.T.S.

Deciduous Tree Schedule						
Symbol	Quantity	Scientific Name	Common Name	Size	Cont.	Type
AS	10	<i>Amelanchier x grandiflora</i> 'Autumn Brilliance'	Autumn Brilliance Serviceberry	1.5"	B&B	Single Stem
	10	Tree Total				

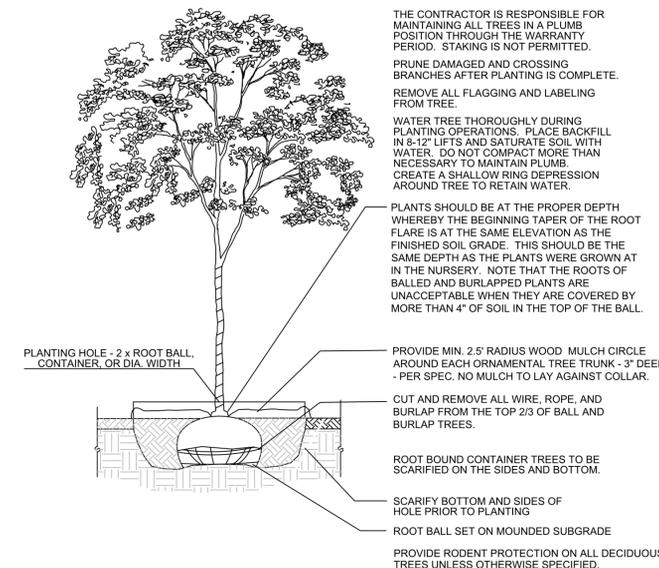
Deciduous Shrub Planting Schedule						
Symbol	Quantity	Scientific Name	Common Name	Size	Type	Spacing
DI	105	<i>Diervilla lonicera</i>	Bush Honeysuckle	24" HEIGHT	#5 Cont.	40.C.
	105	Shrub Total				

Perennial Schedule						
Symbol	Quantity	Scientific Name	Common Name	Size	Type	Spacing
aj	338	<i>Sedum x 'Autumn Joy'</i>	Autumn Joy Sedum	1 Gal.	Pot	2' O.C.
bf	151	<i>Gallardia aristata</i> 'Arizona Sun'	Blanket Flower	1 Gal.	Pot	2' O.C.
	489	Perennial Total				

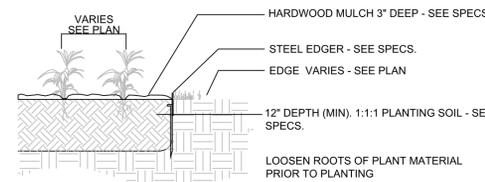
ALTERNATE A PLANTING SCHEDULES N.T.S.



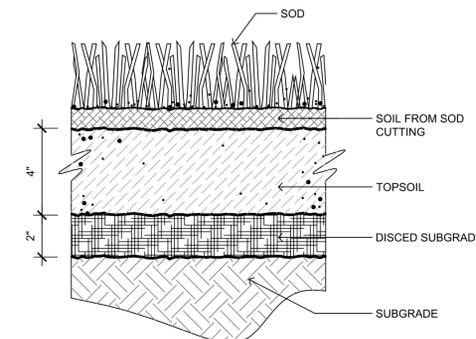
01 L.200 SECTION: SHRUB PLANTING, TYP. N.T.S.



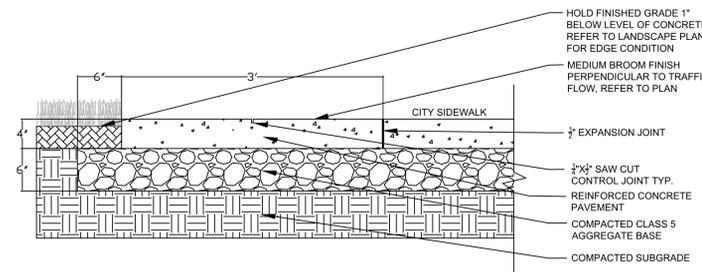
02 L.200 SECTION: DECIDUOUS TREE PLANTING, TYP. N.T.S.



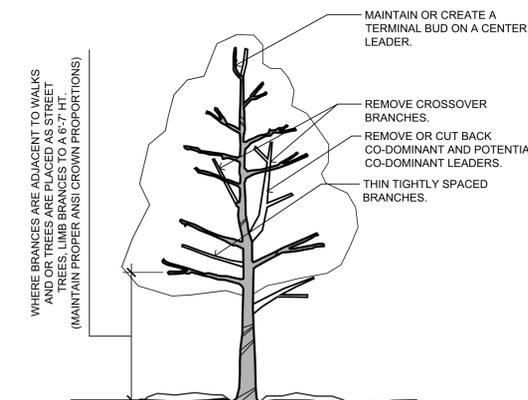
03 L.200 SECTION: PERENNIAL PLANTING, TYP. N.T.S.



04 L.200 SECTION: SOD PLANTING, TYP. N.T.S.



06 L.200 SECTION: BENCH PAD DETAIL N.T.S.



07 L.200 SECTION: TREE PRUNING, TYP. N.T.S.

ICE CENTER/LIFETIME PLYMOUTH FACILITY
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PLANTING DETAILS

CONFLUENCE PROJECT NO: 15025MN

L.200



CITY OF PLYMOUTH

RESOLUTION No. 2016 -

RESOLUTION AWARDING BID FOR THE EXPANSION AND RENOVATION OF THE PLYMOUTH ICE CENTER AND LIFE TIME FITNESS PARKING LOT (40044)

WHEREAS, City Council authorized the advertisement of bids for the expansion and renovation of the Plymouth Ice Center and Life Time Fitness parking lot; and

WHEREAS, pursuant to an advertisement for bids for the project, seven bids were received, opened and tabulated on January 13, 2016, according to law,

WHEREAS, City staff, Life Time Fitness staff, and Elfering & Associates, the consultants on the project, recommend accepting the bid from New Look Contracting in the amount of \$1,016,411; and

WHEREAS, New Look Contracting's qualifications and work performance are compliant with the City's Responsible Bidder Evaluation Policy; and

WHEREAS, the City's financial commitment for the project is scheduled in the 2016 Capital Improvement Program in the amount of \$500,000; and

WHEREAS, the overall project cost (with contingency) is estimated at \$1,225,000 with Life Time Fitness contributing \$675,000 and the City contributing \$550,000 to the project.

NOW, THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA, that the contract with New Look Contracting in the amount of \$1,016,411 for the expansion and renovation of the Plymouth Ice Center/Life Time Fitness parking lot is hereby approved,

BE IT FURTHER RESOLVED the City's contribution of \$550,000 will come from the Park Dedication Fund in the amount of \$350,000 and Park Replacement Fund in the amount of \$200,000.

APPROVED by the City Council on this 23rd day of February, 2016.

CITY OF PLYMOUTH

RESOLUTION No. 2016 -

RESOLUTION REJECTING BIDS FOR THE EXPANSION AND RENOVATION OF THE PLYMOUTH ICE CENTER AND LIFE TIME FITNESS PARKING LOT AND AUTHORIZING THE ADVERTISEMENT FOR MILL AND OVERLAY IMPROVEMENTS (40044)

WHEREAS, City Council authorized the advertisement of bids for the expansion and renovation of the Plymouth Ice Center and Life Time Fitness parking lot; and

WHEREAS, pursuant to an advertisement for bids for the project, seven bids were received, opened and tabulated on January 13, 2016,

WHEREAS, it appears that New Look Contracting is the lowest responsible bidder, complying with the minimum specifications; and

WHEREAS, all bids are higher than estimated and the City Council wishes to reject all bids; and

WHEREAS, the project will be re-advertised for mill and overlay improvements.

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

1. All bids received are hereby rejected.
2. The City Clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids.
3. Staff is directed to advertise for mill and overlay improvements.

APPROVED by the City Council on this 23rd day of February, 2016.

**REGULAR
COUNCIL MEETING**

February 23, 2016

To: Dave Callister, City Manager

Prepared by: Jim Renneberg, City Engineer

Reviewed by: Doran Cote, Public Works Director

Item: **Consider Approving Agreements with Xcel Energy, State of Minnesota and Canadian Pacific Railway and Awarding Contract for the Vicksburg Lane Reconstruction and Expansion Project (16001)**

1. ACTION REQUESTED:

Adopt the attached resolutions approving agreements with Xcel Energy, State of Minnesota and Canadian Pacific Railway and awarding the contract for the Vicksburg Lane reconstruction and expansion project (16001).

2. BACKGROUND:

Reconstruction and expansion of Vicksburg Lane from Schmidt Lake Road to the Maple Grove border was included in the 2015-2019 Capital Improvement Program (CIP) for construction in 2016, however, the timing of the two Vicksburg Lane projects that were in the CIP was switched due to construction on I-494 and resulting local road closures. This project is now included in the 2016-2020 CIP for construction in 2016.

The proposed improvements for Vicksburg Lane between Schmidt Lake Road and the Maple Grove border include reconstruction and expansion from two to four lanes designed to minimum Municipal State Aid (MSA) standards, a bridge over the Canadian Pacific (CP) Railway and a pedestrian bridge as part of the Northwest Greenway. Also included with the project is the installation of concrete curb and gutter, and a multi-use, two-directional trail on the each side of the road. On-road bike lanes were considered but determined to not be feasible due to limited right-of-way and additional property acquisition, and significant impacts to trees and wetlands along the corridor.

The traffic signals on Vicksburg Lane at Schmidt Lake Road and County Road 47 will be revised and retrofitted with flashing yellow arrows. A traffic signal may be warranted in the future at the intersection of Vicksburg Lane and 55th Avenue due to ongoing development in the area. A conduit system is proposed in the event a traffic signal is warranted in the future. Storm sewer and best management practices (BMP's) will also be included where necessary to facilitate and treat surface water.

There are some mature trees along the corridor and staff has received a petition from the adjacent property owners requesting that the trees be saved. The plans were revised to move the trail directly behind the curb and/or add a retaining wall that may allow the trees to remain. Some of the trees may need to be trimmed and others may need to be removed if, for example, the root system is significantly impacted during construction. These decisions will be made on a case by case basis while construction is ongoing but every effort will be made to save as many trees as possible.

Road closures will be necessary during construction. The roadway will need to be closed for the entire construction season at the CP Railway due to the construction of the bridge. The construction phasing for the 2015 Vicksburg project had either the north or south section of the roadway open to traffic during construction. This could result in traffic diversion through the project and the adjacent neighborhoods. As a result, staff is proposing to close Vicksburg Lane between Schmidt Lake Road and County Road 47. Vicksburg Lane north of County Road 47, including the intersection, will be constructed under traffic.

Access will be maintained at all times for properties with driveways directly on Vicksburg Lane. Most of the neighborhoods adjacent to Vicksburg Lane have an alternate ingress and egress while the roadway is closed. The one exception is the Wood Crest neighborhood to the east of Vicksburg Lane on 57th Avenue. Consequently, the 57th Avenue intersection will be constructed under traffic to allow property owners to maintain access at all times. Additionally, the 55th Avenue intersection will be constructed under traffic to accommodate traffic needs to the adjacent neighborhoods.

Approximately 100 feet north of the CP Railway is a driveway that serves three properties with direct access onto Vicksburg Lane. Due to the close proximity of the new bridge, the access to Vicksburg Lane will be eliminated. One of the properties is owned by GWS Land Development and they have worked with City staff to allow a driveway to be constructed on their property to the neighborhood to the north. Once the project begins in 2016 the three properties will access their properties from Shenandoah Lane in Taylor Creek 3rd Addition.

On January 21, 2016, bids were publically opened for this project. A total of six bids were received at the following prices:

Contractor	Total Bid
Eureka Construction	\$11,880,322.60
Landwehr	\$12,494,232.95
Park Construction	\$12,796,852.47
CS McCrossan	\$12,837,691.80
Meyer Contracting	\$12,841,426.14
Duininck	\$13,883,211.80
<i>Engineers Estimate</i>	<i>\$14,667,093.50</i>

The attached bid tabulation has a summary of the six bids received. The low bid is approximately 19% below the engineer's estimate. Staff believes it is a reasonable and competitive bid and have reviewed the information submitted by Eureka Construction to comply with the bidder qualification criteria policy, and finds the information acceptable. This company has worked recently in Plymouth as a general contractor on Fernbrook Lane Street Improvement Project in 2007. Eureka Construction has also completed similar projects for the cities of Albertville and Chanhassen and counties of Washington and Dakota. Staff feels that Eureka Construction is capable of constructing this project in accordance with the approved plans and specifications.

The contractor anticipates beginning in April 2016, although this may change depending upon the weather. The substantial completion date, which is when the roadway would be open to traffic, is estimated to be October 31, 2016 and the final completion is in June 2017.

The agreement with Xcel Energy is to bury their power lines along the corridor. The 2015 Vicksburg Lane Reconstruction Project between Old Rockford Road and Schmidt Lake Road included private utilities being buried since many of the existing utility poles were in conflict with the proposed

improvements. Just like the 2015 project, many of the existing utility poles would need to be relocated as part of the 2016 project. Staff has had meetings with the utility owners to discuss the relocation process and the potential to bury their facilities. If they were to be relocated and remained overhead they would be located approximately 10 to 15 feet behind their current location, which would impact a significant number of trees. Based on estimates from Xcel Energy, burying the power lines will cost \$467,261 more than the cost to relocate the poles and line. Xcel requires 50% of the payment before they will begin work.

The agreement with the State of Minnesota is required for the City to receive the \$4.7 Million that was included in the state bonding bill. One of the requirements from the state was that the City had clear ownership of the bridge crossing CP Railway. This agreement requires a separate approving resolution.

As a result of the state agreement, an easement agreement between the CP Railway and the City was required. The cost of this easement is \$10,000. Included in the easement agreement is higher insurance requirements than what was included in the project bidding documents which will result a change order with Eureka Contracting. The change order will be negotiated and be presented to the Council at a future meeting. Lastly, the agreement with CP Railway, which was approved by the Council on December 8, 2015, needs to be revised at the state's request to meet their bonding requirements.

3. BUDGET IMPACT:

The Vicksburg Lane improvements from Schmidt Lake Road to Maple Grove border are identified in the City's 2016 – 2020 CIP for construction in 2016 with an estimated cost of \$15.9 million. Funding was proposed to be from Street Reconstruction Bonds (\$8.875 M), State Aid Bonds (\$5.025 M), Street Replacement Fund (\$1.0 M) and Park Dedication Fund (\$1.6 M). Since the initial funding was identified, the 2015 State bonding bill now includes \$4.7 million for the construction of the bridge over the railroad and CP Railway will now contribute \$250,000 to the construction of the bridge. The remaining funding will come from the Park Dedication Fund (\$1.68 M) and the Street Reconstruction Fund (\$9.72 M).

Below is a summary of the estimated project costs:

Construction, based on low bid	\$11.9 M
Engineering	\$1.4 M
Burying power lines	\$0.5 M
ROW/Property acquisition	\$1.35 M
<u>Administration/Contingencies</u>	<u>\$1.2 M</u>
TOTAL PROJECT COST	\$16.35 M

4. ATTACHMENTS:

- Project Funding Spreadsheet
- Project Location Map
- Bid Tabulation
- Agreement with Xcel Energy
- Agreement with State of Minnesota
- Agreements with CP Railway
- Resolutions

Vicksburg Lane and Reconstruction Project

Project Cost	Cost	Project Funding	Amount	Status
				2015 State Bonding Bill - Chapter 5 - Article 1 - Section 10 -
Construction	\$ 11,900,000	State Funds	\$ 4,700,000	Subd. 5
Engineering	\$ 1,400,000	CP Railway	\$ 250,000	Agreement - Dec 8th Council resolution 2015-359
Burying power lines	\$ 500,000	Local Funds - Street Reconstruction Fund	\$ 9,720,000	Cash available in unrestricted fund - designated
ROW/property acquisition	\$ 1,350,000	Local Funds - Park Dedication Fund	\$ 1,680,000	Cash available in unrestricted fund - designated
Administration/Contingencies	\$ 1,200,000			
TOTAL ESTIMATED COST:	\$ 16,350,000	TOTAL FUNDING:	\$ 16,350,000	

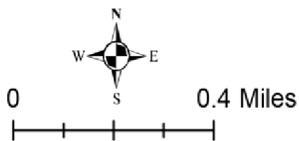
Plymouth - Highway-Rail Grade Separations

\$4,700,000

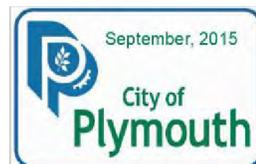
For a grant to the city of Plymouth, to construct a highway-rail grade separation of the Canadian Pacific railroad crossing and Vicksburg Lane, associated retaining wall, and grading of the embankments, all in the city of Plymouth. This appropriation is not available until the commissioner of management and budget determines that an amount sufficient to complete the project is committed from nonstate sources.

State Bonding Bill - Chapter 5 - Article 1 - Section 10 - Subd. 5

Updated 2-18-2016



**CP16001
Vicksburg Lane Reconstruction
& Expansion Project - 2016
Location Map**



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

BID ABSTRACT
VICKSBURG LANE NORTH RECONSTRUCTION AND EXPANSION
S.A.P 155-156-018
CP 16001

Project:		Vicksburg Lane N: SAP 155-156-018; CP 16001																
LINE NO.	ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		EUREKA		LANDWEHR		PARK CONSTRUCTION		CS McCROSSAN		MEYER CONTRACTING		DUININCK	
					UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	2021.501	MOBILIZATION	LUMP SUM	1	\$740,000.00	\$740,000.00	\$616,000.00	\$616,000.00	\$435,000.00	\$435,000.00	\$625,000.00	\$625,000.00	\$600,000.00	\$600,000.00	\$617,026.92	\$617,026.92	\$1,070,000.00	\$1,070,000.00
2	2031.501	FIELD OFFICE TYPE D	EACH	1	\$40,000.00	\$40,000.00	\$30,000.00	\$30,000.00	\$20,000.00	\$20,000.00	\$46,500.00	\$46,500.00	\$34,500.00	\$34,500.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
3	2101.501	CLEARING	ACRE	3.7	\$1,500.00	\$5,550.00	\$2,250.00	\$8,325.00	\$2,500.00	\$9,250.00	\$2,390.00	\$8,843.00	\$2,390.00	\$8,843.00	\$2,250.00	\$8,325.00	\$3,000.00	\$11,100.00
4	2101.502	CLEARING	TREE	86	\$150.00	\$12,900.00	\$88.00	\$7,568.00	\$98.00	\$8,428.00	\$93.60	\$8,049.60	\$93.50	\$8,041.00	\$88.00	\$7,568.00	\$150.00	\$12,900.00
5	2101.506	GRUBBING	ACRE	3.7	\$1,500.00	\$5,550.00	\$2,250.00	\$8,325.00	\$2,500.00	\$9,250.00	\$2,390.00	\$8,843.00	\$2,390.00	\$8,843.00	\$2,250.00	\$8,325.00	\$2,000.00	\$7,400.00
6	2101.507	GRUBBING	TREE	86	\$150.00	\$12,900.00	\$88.00	\$7,568.00	\$98.00	\$8,428.00	\$93.60	\$8,049.60	\$93.50	\$8,041.00	\$88.00	\$7,568.00	\$100.00	\$8,600.00
7	2104.501	REMOVE CONCRETE CULVERT	LIN FT	100	\$15.00	\$1,500.00	\$13.00	\$1,300.00	\$13.00	\$1,300.00	\$18.30	\$1,830.00	\$11.50	\$1,150.00	\$17.99	\$1,799.00	\$12.00	\$1,200.00
8	2104.501	REMOVE METAL CULVERT	LIN FT	600	\$15.00	\$9,000.00	\$11.00	\$6,600.00	\$6.00	\$3,600.00	\$11.40	\$6,840.00	\$8.00	\$4,800.00	\$13.39	\$8,034.00	\$7.00	\$4,200.00
9	2104.501	REMOVE WATER MAIN	LIN FT	2041	\$5.00	\$10,205.00	\$11.00	\$22,451.00	\$8.00	\$16,328.00	\$18.80	\$38,370.80	\$9.50	\$19,389.50	\$19.67	\$40,146.47	\$7.00	\$14,287.00
10	2104.501	REMOVE CURB	LIN FT	2600	\$4.00	\$10,400.00	\$2.60	\$6,760.00	\$6.00	\$15,600.00	\$4.35	\$11,310.00	\$2.50	\$6,500.00	\$2.16	\$5,616.00	\$5.50	\$14,300.00
11	2104.501	REMOVE RETAINING WALL	LIN FT	170	\$12.00	\$2,040.00	\$9.00	\$1,530.00	\$16.00	\$2,720.00	\$13.20	\$2,244.00	\$5.80	\$986.00	\$14.00	\$2,380.00	\$20.00	\$3,400.00
12	2104.501	REMOVE STEEL CASING	LIN FT	140	\$10.00	\$1,400.00	\$36.00	\$5,040.00	\$10.00	\$1,400.00	\$26.30	\$3,682.00	\$17.50	\$2,450.00	\$28.10	\$3,934.00	\$15.00	\$2,100.00
13	2104.503	REMOVE BITUMINOUS WALK	SQ FT	21890	\$3.00	\$65,670.00	\$0.30	\$6,567.00	\$0.65	\$14,228.50	\$0.64	\$14,009.60	\$0.75	\$16,417.50	\$0.38	\$8,318.20	\$1.00	\$21,890.00
14	2104.503	REMOVE CONCRETE WALK	SQ FT	2400	\$4.00	\$9,600.00	\$0.40	\$960.00	\$1.80	\$4,320.00	\$1.45	\$3,480.00	\$0.75	\$1,800.00	\$0.61	\$1,464.00	\$1.75	\$4,200.00
15	2104.503	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ FT	680	\$12.00	\$8,160.00	\$0.60	\$408.00	\$2.85	\$1,938.00	\$2.05	\$1,394.00	\$0.90	\$612.00	\$0.97	\$659.60	\$1.50	\$1,020.00
16	2104.503	REMOVE CONCRETE MEDIAN	SQ FT	120	\$6.00	\$720.00	\$0.40	\$48.00	\$5.00	\$600.00	\$6.75	\$810.00	\$0.75	\$90.00	\$0.97	\$116.40	\$5.00	\$600.00
17	2104.505	REMOVE PAVEMENT	SQ YD	45570	\$2.50	\$113,925.00	\$5.00	\$227,850.00	\$2.00	\$91,140.00	\$2.65	\$120,760.50	\$1.80	\$82,026.00	\$3.70	\$168,609.00	\$3.85	\$175,444.50
18	2104.507	REMOVE RIPRAP	CU YD	500	\$30.00	\$15,000.00	\$13.00	\$6,500.00	\$14.00	\$7,000.00	\$10.00	\$5,000.00	\$27.00	\$13,500.00	\$2.50	\$1,250.00	\$5.00	\$2,500.00
19	2104.509	REMOVE CONCRETE APRON	EACH	8	\$200.00	\$1,600.00	\$337.00	\$2,696.00	\$150.00	\$1,200.00	\$287.00	\$2,296.00	\$170.00	\$1,360.00	\$130.19	\$1,041.52	\$200.00	\$1,600.00
20	2104.509	REMOVE METAL APRON	EACH	12	\$200.00	\$2,400.00	\$215.00	\$2,580.00	\$85.00	\$1,020.00	\$189.00	\$2,268.00	\$110.00	\$1,320.00	\$100.36	\$1,204.32	\$125.00	\$1,500.00
21	2104.509	REMOVE GATE VALVE AND BOX	EACH	3	\$250.00	\$750.00	\$300.00	\$900.00	\$360.00	\$1,080.00	\$230.00	\$690.00	\$165.00	\$495.00	\$246.33	\$738.99	\$300.00	\$900.00
22	2104.509	REMOVE SIGN TYPE C	EACH	25	\$50.00	\$1,250.00	\$25.00	\$625.00	\$30.00	\$750.00	\$35.50	\$887.50	\$36.00	\$900.00	\$25.00	\$625.00	\$25.00	\$625.00
23	2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	1620	\$3.00	\$4,860.00	\$2.25	\$3,645.00	\$1.75	\$2,835.00	\$1.90	\$3,078.00	\$4.10	\$6,642.00	\$1.55	\$2,511.00	\$1.60	\$2,592.00
24	2104.521	SALVAGE FENCE	LIN FT	50	\$15.00	\$750.00	\$15.00	\$750.00	\$16.00	\$800.00	\$15.00	\$750.00	\$10.50	\$525.00	\$6.87	\$343.50	\$40.00	\$2,000.00
25	2104.523	SALVAGE HYDRANT	EACH	3	\$700.00	\$2,100.00	\$325.00	\$975.00	\$500.00	\$1,500.00	\$346.00	\$1,038.00	\$755.00	\$2,265.00	\$491.69	\$1,475.07	\$850.00	\$2,550.00
26	2104.523	SALVAGE SIGN	EACH	14	\$100.00	\$1,400.00	\$25.00	\$350.00	\$35.00	\$490.00	\$35.50	\$497.00	\$36.50	\$511.00	\$25.00	\$350.00	\$25.00	\$350.00
27	2104.618	REMOVE BRICK PAVERS	SQ FT	710	\$20.00	\$14,200.00	\$0.50	\$355.00	\$2.00	\$1,420.00	\$1.60	\$1,136.00	\$1.30	\$923.00	\$0.88	\$624.80	\$4.00	\$2,840.00
28	2105.501	COMMON EXCAVATION (P)	CU YD	112936	\$10.00	\$1,129,360.00	\$7.25	\$818,786.00	\$7.45	\$841,373.20	\$8.75	\$988,190.00	\$7.75	\$875,254.00	\$6.67	\$753,283.12	\$7.75	\$875,254.00
29	2105.505	MUCK EXCAVATION	CU YD	1480	\$25.00	\$37,000.00	\$9.00	\$13,320.00	\$15.00	\$22,200.00	\$10.40	\$15,392.00	\$15.00	\$22,200.00	\$20.33	\$30,088.40	\$11.00	\$16,280.00
30	2105.507	SUBGRADE EXCAVATION	CU YD	21884	\$13.00	\$284,492.00	\$7.25	\$158,659.00	\$7.50	\$164,130.00	\$6.90	\$150,999.60	\$5.10	\$111,608.40	\$5.85	\$128,021.40	\$6.00	\$131,304.00
31	2105.522	SELECT GRANULAR BORROW (CV) (P)	CU YD	36845	\$15.00	\$552,675.00	\$15.00	\$552,675.00	\$24.00	\$884,280.00	\$26.00	\$957,970.00	\$21.00	\$773,745.00	\$32.90	\$1,212,200.50	\$31.00	\$1,142,195.00
32	2105.522	SELECT GRANULAR BORROW MOD 10% (CV)	CU YD	21176	\$26.00	\$550,576.00	\$24.00	\$508,224.00	\$27.00	\$571,752.00	\$30.00	\$635,280.00	\$23.00	\$487,048.00	\$31.40	\$664,926.40	\$32.00	\$677,632.00
33	2105.607	SELECT GRANULAR BORROW MOD TYPE 1	CU YD	220	\$200.00	\$44,000.00	\$265.00	\$58,300.00	\$240.00	\$52,800.00	\$302.00	\$66,440.00	\$150.00	\$33,000.00	\$84.95	\$18,689.00	\$215.00	\$47,300.00
34	2123.61	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	40	\$120.00	\$4,800.00	\$150.00	\$6,000.00	\$125.00	\$5,000.00	\$130.00	\$5,200.00	\$130.00	\$5,200.00	\$149.00	\$5,960.00	\$175.00	\$7,000.00
35	2211.503	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	21310	\$25.00	\$532,750.00	\$28.00	\$596,680.00	\$30.00	\$639,300.00	\$28.50	\$607,335.00	\$25.00	\$532,750.00	\$19.26	\$410,430.60	\$34.00	\$724,540.00

BID ABSTRACT
VICKSBURG LANE NORTH RECONSTRUCTION AND EXPANSION
S.A.P 155-156-018
CP 16001

Project:		Vicksburg Lane N: SAP 155-156-018; CP 16001																
LINE NO.	ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		EUREKA		LANDWEHR		PARK CONSTRUCTION		CS McCROSSAN		MEYER CONTRACTING		DUININCK	
					UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
36	2232.501	MILL BITUMINOUS SURFACE (2.0")	SQ YD	2270	\$2.50	\$5,675.00	\$4.00	\$9,080.00	\$5.50	\$12,485.00	\$4.90	\$11,123.00	\$5.10	\$11,577.00	\$3.36	\$7,627.20	\$9.00	\$20,430.00
37	2360.501	TYPE SP 9.5 WEARING COURSE MIX (2,B)	TON	110	\$80.00	\$8,800.00	\$75.00	\$8,250.00	\$170.00	\$18,700.00	\$159.00	\$17,490.00	\$95.00	\$10,450.00	\$135.10	\$14,861.00	\$125.00	\$13,750.00
38	2360.501	TYPE SP 9.5 WEARING COURSE MIX (4,C)	TON	12470	\$80.00	\$997,600.00	\$60.40	\$753,188.00	\$66.00	\$823,020.00	\$62.50	\$779,375.00	\$60.00	\$748,200.00	\$62.55	\$779,998.50	\$75.00	\$935,250.00
39	2360.502	TYPE SP 12.5 NON WEAR COURSE MIX (4,B)	TON	9150	\$80.00	\$732,000.00	\$50.35	\$460,702.50	\$56.00	\$512,400.00	\$52.70	\$482,205.00	\$46.00	\$420,900.00	\$50.59	\$462,898.50	\$63.00	\$576,450.00
40	2401.501	STRUCTURAL CONCRETE (1A43)	(P) CU YD	1530	\$600.00	\$918,000.00	\$330.00	\$504,900.00	\$357.00	\$546,210.00	\$330.00	\$504,900.00	\$515.00	\$787,950.00	\$330.00	\$504,900.00	\$330.00	\$504,900.00
41	2401.501	STRUCTURAL CONCRETE (3Y43)	(P) CU YD	2109	\$750.00	\$1,581,750.00	\$500.00	\$1,054,500.00	\$525.00	\$1,107,225.00	\$500.00	\$1,054,500.00	\$580.00	\$1,223,220.00	\$500.00	\$1,054,500.00	\$500.00	\$1,054,500.00
42	2401.501	STRUCTURAL CONCRETE (3Y46)	(P) CU YD	37	\$800.00	\$29,600.00	\$1,125.00	\$41,625.00	\$1,185.00	\$43,845.00	\$1,130.00	\$41,810.00	\$400.00	\$14,800.00	\$1,125.00	\$41,625.00	\$1,125.00	\$41,625.00
43	2401.512	BRIDGE SLAB CONCRETE (3Y33)	(P) SQ FT	5939	\$24.00	\$142,536.00	\$18.50	\$109,871.50	\$19.50	\$115,810.50	\$18.50	\$109,871.50	\$25.50	\$151,444.50	\$18.50	\$109,871.50	\$18.50	\$109,871.50
44	2401.512	BRIDGE SLAB CONCRETE (3Y36)	(P) SQ FT	12924	\$30.00	\$387,720.00	\$15.00	\$193,860.00	\$15.80	\$204,199.20	\$15.00	\$193,860.00	\$19.00	\$245,556.00	\$15.00	\$193,860.00	\$15.00	\$193,860.00
45	2401.513	TYPE MOD P-1 (TL-2) RAILING CONCRETE (3Y46)	(P) LIN FT	793	\$90.00	\$71,370.00	\$70.00	\$55,510.00	\$73.00	\$57,889.00	\$70.00	\$55,510.00	\$100.00	\$79,300.00	\$70.00	\$55,510.00	\$70.00	\$55,510.00
46	2401.513	TYPE MOD F (TL-4) RAILING CONCRETE (3Y46)	(P) LIN FT	369	\$70.00	\$25,830.00	\$75.00	\$27,675.00	\$79.00	\$29,151.00	\$75.00	\$27,675.00	\$100.00	\$36,900.00	\$75.00	\$27,675.00	\$75.00	\$27,675.00
47	2401.541	REINFORCEMENT BARS	(P) POUND	146930	\$1.25	\$183,662.50	\$1.00	\$146,930.00	\$1.05	\$154,276.50	\$1.00	\$146,930.00	\$1.15	\$168,969.50	\$1.00	\$146,930.00	\$1.10	\$161,623.00
48	2401.541	REINFORCEMENT BARS (EPOXY COATED)	(P) POUND	409500	\$1.30	\$532,350.00	\$1.10	\$450,450.00	\$1.16	\$475,020.00	\$1.10	\$450,450.00	\$1.30	\$532,350.00	\$1.10	\$450,450.00	\$1.10	\$450,450.00
49	2401.601	STRUCTURE EXCAVATION	LUMP SUM	1	\$25,000.00	\$25,000.00	\$100,000.00	\$100,000.00	\$25,000.00	\$25,000.00	\$44,700.00	\$44,700.00	\$25,000.00	\$25,000.00	\$44,174.43	\$44,174.43	\$20,000.00	\$20,000.00
50	2401.618	BRIDGE DECK PLANING	(P) SQ FT	10446	\$0.75	\$7,834.50	\$1.00	\$10,446.00	\$1.05	\$10,968.30	\$1.00	\$10,446.00	\$1.30	\$13,579.80	\$1.00	\$10,446.00	\$1.00	\$10,446.00
51	2402.583	ORNAMENTAL METAL RAILING TYPE 1	(P) LIN FT	368	\$160.00	\$58,880.00	\$155.00	\$57,040.00	\$164.00	\$60,352.00	\$155.00	\$57,040.00	\$190.00	\$69,920.00	\$155.00	\$57,040.00	\$155.00	\$57,040.00
52	2402.583	ORNAMENTAL METAL RAILING TYPE 2	(P) LIN FT	711	\$180.00	\$127,980.00	\$157.00	\$111,627.00	\$165.00	\$117,315.00	\$157.00	\$111,627.00	\$200.00	\$142,200.00	\$157.00	\$111,627.00	\$157.00	\$111,627.00
53	2402.583	ORNAMENTAL METAL RAILING TYPE 3	(P) LIN FT	373	\$170.00	\$63,410.00	\$112.00	\$41,776.00	\$118.00	\$44,014.00	\$112.00	\$41,776.00	\$185.00	\$69,005.00	\$112.00	\$41,776.00	\$112.00	\$41,776.00
54	2402.583	ORNAMENTAL METAL RAILING TYPE 4	(P) LIN FT	419	\$145.00	\$60,755.00	\$95.00	\$39,805.00	\$100.00	\$41,900.00	\$95.00	\$39,805.00	\$135.00	\$56,565.00	\$95.00	\$39,805.00	\$95.00	\$39,805.00
55	2402.591	EXPANSION JOINT DEVICES TYPE 4.0"	(P) LIN FT	205	\$125.00	\$25,625.00	\$180.00	\$36,900.00	\$190.00	\$38,950.00	\$180.00	\$36,900.00	\$160.00	\$32,800.00	\$180.00	\$36,900.00	\$180.00	\$36,900.00
56	2402.595	BEARING ASSEMBLY	EACH	36	\$900.00	\$32,400.00	\$930.00	\$33,480.00	\$980.00	\$35,280.00	\$930.00	\$33,480.00	\$1,075.00	\$38,700.00	\$930.00	\$33,480.00	\$930.00	\$33,480.00
57	2404.501	CONCRETE WEARING COURSE (3U17A)	(P) SQ FT	11060	\$6.00	\$66,360.00	\$6.75	\$74,655.00	\$7.10	\$78,526.00	\$6.75	\$74,655.00	\$8.20	\$90,692.00	\$6.75	\$74,655.00	\$6.75	\$74,655.00
58	2405.502	PRESTRESSED CONCRETE BEAMS MN45	(P) LIN FT	719	\$200.00	\$143,800.00	\$207.00	\$148,833.00	\$218.00	\$156,742.00	\$207.00	\$148,833.00	\$205.00	\$147,395.00	\$207.00	\$148,833.00	\$207.00	\$148,833.00
59	2405.502	PRESTRESSED CONCRETE BEAMS MN63	(P) LIN FT	1695	\$235.00	\$398,325.00	\$206.00	\$349,170.00	\$217.00	\$367,815.00	\$206.00	\$349,170.00	\$210.00	\$355,950.00	\$206.00	\$349,170.00	\$206.00	\$349,170.00
60	2405.511	DIAPHRAGMS FOR TYPE MN45 PREST BEAMS	(P) LIN FT	105	\$60.00	\$6,300.00	\$41.00	\$4,305.00	\$43.00	\$4,515.00	\$41.00	\$4,305.00	\$60.00	\$6,300.00	\$41.00	\$4,305.00	\$41.00	\$4,305.00
61	2405.511	DIAPHRAGMS FOR TYPE MN63 PREST BEAMS	(P) LIN FT	169	\$80.00	\$13,520.00	\$77.00	\$13,013.00	\$81.00	\$13,689.00	\$77.00	\$13,013.00	\$105.00	\$17,745.00	\$77.00	\$13,013.00	\$77.00	\$13,013.00
62	2406.553	BRIDGE APPROACH PANELS	SQ YD	410	\$200.00	\$82,000.00	\$118.00	\$48,380.00	\$125.00	\$51,250.00	\$118.00	\$48,380.00	\$100.00	\$41,000.00	\$118.00	\$48,380.00	\$118.00	\$48,380.00
63	2411.511	STRUCTURE EXCAVATION CLASS U	CU YD	3200	\$25.00	\$80,000.00	\$8.00	\$25,600.00	\$8.15	\$26,080.00	\$8.25	\$26,400.00	\$11.00	\$35,200.00	\$10.51	\$33,632.00	\$3.50	\$11,200.00
64	2411.618	RETAINING WALL - MODULAR SMALL BLOCK	SQ FT	2680	\$25.00	\$67,000.00	\$19.25	\$51,590.00	\$24.00	\$64,320.00	\$19.60	\$52,528.00	\$20.00	\$53,600.00	\$21.10	\$56,548.00	\$19.25	\$51,590.00
65	2411.618	RETAINING WALL - MODULAR LARGE BLOCK	SQ FT	5460	\$25.00	\$136,500.00	\$31.80	\$173,628.00	\$40.00	\$218,400.00	\$32.50	\$177,450.00	\$42.50	\$232,050.00	\$33.14	\$180,944.40	\$31.80	\$173,628.00
66	2411.618	ARCH SURFACE FINISH (MULTI COLOR)	(P) SQ FT	3610	\$4.00	\$14,440.00	\$4.50	\$16,245.00	\$4.75	\$17,147.50	\$4.50	\$16,245.00	\$3.00	\$10,830.00	\$4.50	\$16,245.00	\$4.50	\$16,245.00
67	2411.618	ARCHITECTURAL CONCRETE TEXTURE (ASHLAR STONE)	(P) SQ FT	3610	\$15.00	\$54,150.00	\$8.50	\$30,685.00	\$8.95	\$32,309.50	\$8.50	\$30,685.00	\$12.50	\$45,125.00	\$8.50	\$30,685.00	\$8.50	\$30,685.00
68	2451.507	GRANULAR BEDDING (CV)	CU YD	25	\$25.00	\$625.00	\$32.00	\$800.00	\$47.00	\$1,175.00	\$162.00	\$4,050.00	\$19.00	\$475.00	\$77.54	\$1,938.50	\$35.00	\$875.00
69	2451.509	AGGREGATE BEDDING (CV)	CU YD	160	\$30.00	\$4,800.00	\$67.00	\$10,720.00	\$70.00	\$11,200.00	\$124.00	\$19,840.00	\$46.00	\$7,360.00	\$95.28	\$15,244.80	\$35.00	\$5,600.00
70	2451.513	FINE FILTER AGGREGATE	CU YD	1910	\$40.00	\$76,400.00	\$42.00	\$80,220.00	\$26.75	\$51,092.50	\$27.00	\$51,570.00	\$9.40	\$17,954.00	\$12.50	\$23,875.00	\$38.00	\$72,580.00

BID ABSTRACT
VICKSBURG LANE NORTH RECONSTRUCTION AND EXPANSION
S.A.P 155-156-018
CP 16001

Project:		Vicksburg Lane N: SAP 155-156-018; CP 16001																
LINE NO.	ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		EUREKA		LANDWEHR		PARK CONSTRUCTION		CS McCROSSAN		MEYER CONTRACTING		DUININCK	
					UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
71	2451.607	MEDIUM FILTER AGGREGATE	CU YD	48	\$65.00	\$3,120.00	\$90.00	\$4,320.00	\$55.00	\$2,640.00	\$132.00	\$6,336.00	\$61.00	\$2,928.00	\$89.66	\$4,303.68	\$72.00	\$3,456.00
72	2452.507	C-I-P CONCRETE PILING DELIVERED 12"	LIN FT	5450	\$32.00	\$174,400.00	\$37.00	\$201,650.00	\$39.00	\$212,550.00	\$37.00	\$201,650.00	\$48.50	\$264,325.00	\$37.00	\$201,650.00	\$37.00	\$201,650.00
73	2452.508	C-I-P CONCRETE PILING DRIVEN 12"	LIN FT	5450	\$2.00	\$10,900.00	\$1.00	\$5,450.00	\$1.05	\$5,722.50	\$1.00	\$5,450.00	\$1.00	\$5,450.00	\$1.00	\$5,450.00	\$1.00	\$5,450.00
74	2452.519	C-I-P CONC TEST PILE 45 FT LONG 12"	EACH	3	\$4,000.00	\$12,000.00	\$6,500.00	\$19,500.00	\$6,850.00	\$20,550.00	\$6,500.00	\$19,500.00	\$3,500.00	\$10,500.00	\$6,500.00	\$19,500.00	\$6,500.00	\$19,500.00
75	2452.519	C-I-P CONC TEST PILE 50 FT LONG 12"	EACH	3	\$4,500.00	\$13,500.00	\$7,000.00	\$21,000.00	\$7,400.00	\$22,200.00	\$7,000.00	\$21,000.00	\$4,000.00	\$12,000.00	\$7,000.00	\$21,000.00	\$7,000.00	\$21,000.00
76	2452.519	C-I-P CONCRETE TEST PILES 60' LONG 12"	EACH	1	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00	\$8,425.00	\$8,425.00	\$8,000.00	\$8,000.00	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00
77	2452.519	C-I-P CONCRETE TEST PILES 70' LONG 12"	EACH	1	\$5,500.00	\$5,500.00	\$9,000.00	\$9,000.00	\$9,475.00	\$9,475.00	\$9,000.00	\$9,000.00	\$5,500.00	\$5,500.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00
78	2501.515	12" RC PIPE APRON	EACH	3	\$650.00	\$1,950.00	\$650.00	\$1,950.00	\$525.00	\$1,575.00	\$659.00	\$1,977.00	\$815.00	\$2,445.00	\$667.35	\$2,002.05	\$600.00	\$1,800.00
79	2501.515	15" RC PIPE APRON	EACH	5	\$700.00	\$3,500.00	\$670.00	\$3,350.00	\$545.00	\$2,725.00	\$676.00	\$3,380.00	\$830.00	\$4,150.00	\$690.46	\$3,452.30	\$625.00	\$3,125.00
80	2501.515	18" RC PIPE APRON	EACH	3	\$750.00	\$2,250.00	\$786.00	\$2,358.00	\$575.00	\$1,725.00	\$702.00	\$2,106.00	\$850.00	\$2,550.00	\$717.14	\$2,151.42	\$650.00	\$1,950.00
81	2501.515	21" RC PIPE APRON	EACH	1	\$800.00	\$800.00	\$725.00	\$725.00	\$600.00	\$600.00	\$728.00	\$728.00	\$875.00	\$875.00	\$747.47	\$747.47	\$700.00	\$700.00
82	2501.515	24" RC PIPE APRON	EACH	1	\$850.00	\$850.00	\$750.00	\$750.00	\$700.00	\$700.00	\$754.00	\$754.00	\$900.00	\$900.00	\$910.17	\$910.17	\$750.00	\$750.00
83	2501.515	27" RC PIPE APRON	EACH	2	\$900.00	\$1,800.00	\$800.00	\$1,600.00	\$750.00	\$1,500.00	\$798.00	\$1,596.00	\$940.00	\$1,880.00	\$968.66	\$1,937.32	\$850.00	\$1,700.00
84	2501.515	30" RC PIPE APRON	EACH	1	\$1,000.00	\$1,000.00	\$870.00	\$870.00	\$815.00	\$815.00	\$889.00	\$889.00	\$1,080.00	\$1,080.00	\$1,085.81	\$1,085.81	\$950.00	\$950.00
85	2501.515	36" RC PIPE APRON	EACH	1	\$1,100.00	\$1,100.00	\$925.00	\$925.00	\$1,030.00	\$1,030.00	\$1,090.00	\$1,090.00	\$1,270.00	\$1,270.00	\$1,346.24	\$1,346.24	\$1,200.00	\$1,200.00
86	2501.515	42" RC PIPE APRON	EACH	1	\$1,200.00	\$1,200.00	\$1,575.00	\$1,575.00	\$1,290.00	\$1,290.00	\$1,590.00	\$1,590.00	\$1,410.00	\$1,410.00	\$1,542.63	\$1,542.63	\$1,600.00	\$1,600.00
87	2501.525	36" SPAN RC PIPE-ARCH APRON	EACH	1	\$950.00	\$950.00	\$1,475.00	\$1,475.00	\$975.00	\$975.00	\$951.00	\$951.00	\$1,150.00	\$1,150.00	\$1,166.92	\$1,166.92	\$1,300.00	\$1,300.00
88	2501.602	TRASH GUARD FOR 24" PIPE APRON	EACH	1	\$500.00	\$500.00	\$770.00	\$770.00	\$725.00	\$725.00	\$488.00	\$488.00	\$425.00	\$425.00	\$598.92	\$598.92	\$600.00	\$600.00
89	2501.602	TRASH GUARD FOR 27" PIPE APRON	EACH	3	\$600.00	\$1,800.00	\$1,015.00	\$3,045.00	\$815.00	\$2,445.00	\$531.00	\$1,593.00	\$465.00	\$1,395.00	\$655.64	\$1,966.92	\$650.00	\$1,950.00
90	2501.602	TRASH GUARD FOR 30" PIPE APRON	EACH	1	\$700.00	\$700.00	\$1,015.00	\$1,015.00	\$905.00	\$905.00	\$588.00	\$588.00	\$555.00	\$555.00	\$728.22	\$728.22	\$700.00	\$700.00
91	2501.602	TRASH GUARD FOR 36" PIPE APRON	EACH	1	\$800.00	\$800.00	\$1,240.00	\$1,240.00	\$1,150.00	\$1,150.00	\$816.00	\$816.00	\$720.00	\$720.00	\$1,025.24	\$1,025.24	\$1,000.00	\$1,000.00
92	2501.602	TRASH GUARD FOR 42" PIPE APRON	EACH	1	\$1,000.00	\$1,000.00	\$1,415.00	\$1,415.00	\$1,300.00	\$1,300.00	\$1,040.00	\$1,040.00	\$925.00	\$925.00	\$1,310.07	\$1,310.07	\$1,350.00	\$1,350.00
93	2502.502	DRAINAGE SYSTEM (B910)	LUMP SUM	1	\$7,500.00	\$7,500.00	\$7,000.00	\$7,000.00	\$7,400.00	\$7,400.00	\$7,000.00	\$7,000.00	\$10,000.00	\$10,000.00	\$6,765.24	\$6,765.24	\$7,000.00	\$7,000.00
94	2502.521	4" TP PIPE DRAIN	LIN FT	50	\$8.00	\$400.00	\$4.00	\$200.00	\$11.00	\$550.00	\$15.90	\$795.00	\$6.70	\$335.00	\$27.75	\$1,387.50	\$45.00	\$2,250.00
95	2502.521	12" PVC PIPE DRAIN	LIN FT	131	\$15.00	\$1,965.00	\$50.00	\$6,550.00	\$45.00	\$5,895.00	\$41.90	\$5,488.90	\$49.00	\$6,419.00	\$66.23	\$8,676.13	\$60.00	\$7,860.00
96	2502.541	4" PERF TP PIPE DRAIN	LIN FT	14391	\$6.00	\$86,346.00	\$3.30	\$47,490.30	\$4.45	\$64,039.95	\$8.35	\$120,164.85	\$6.70	\$96,419.70	\$10.93	\$157,293.63	\$4.90	\$70,515.90
97	2502.541	6" PERF TP PIPE DRAIN	LIN FT	948	\$10.00	\$9,480.00	\$9.60	\$9,100.80	\$8.75	\$8,295.00	\$12.20	\$11,565.60	\$8.30	\$7,868.40	\$33.51	\$31,767.48	\$8.00	\$7,584.00
98	2503.521	36" SPAN RC PIPE-ARCH SEWER CLASS IIA	LIN FT	87	\$78.00	\$6,786.00	\$90.00	\$7,830.00	\$100.00	\$8,700.00	\$90.30	\$7,856.10	\$110.00	\$9,570.00	\$106.44	\$9,260.28	\$110.00	\$9,570.00
99	2503.521	44" SPAN RC PIPE-ARCH SEWER CLASS IIA	LIN FT	206	\$98.00	\$20,188.00	\$102.00	\$21,012.00	\$110.00	\$22,660.00	\$108.00	\$22,248.00	\$105.00	\$21,630.00	\$119.82	\$24,682.92	\$150.00	\$30,900.00
100	2503.541	12" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	60	\$32.00	\$1,920.00	\$32.00	\$1,920.00	\$41.00	\$2,460.00	\$47.40	\$2,844.00	\$47.50	\$2,850.00	\$40.83	\$2,449.80	\$50.00	\$3,000.00
101	2503.541	15" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	5658	\$35.00	\$198,030.00	\$31.00	\$175,398.00	\$31.00	\$175,398.00	\$36.70	\$207,648.60	\$43.00	\$243,294.00	\$36.87	\$208,610.46	\$38.00	\$215,004.00
102	2503.541	18" RC PIPE SEWER DESIGN 3006	LIN FT	986	\$38.00	\$37,468.00	\$33.00	\$32,538.00	\$38.00	\$37,468.00	\$35.10	\$34,608.60	\$43.00	\$42,398.00	\$39.76	\$39,203.36	\$45.00	\$44,370.00
103	2503.541	18" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	21	\$40.00	\$840.00	\$47.00	\$987.00	\$45.00	\$945.00	\$46.00	\$966.00	\$43.00	\$903.00	\$1,866.63	\$39,199.23	\$75.00	\$1,575.00
104	2503.541	18" RC PIPE SEWER DESIGN 3006 CLASS IV	LIN FT	282	\$44.00	\$12,408.00	\$35.00	\$9,870.00	\$37.00	\$10,434.00	\$45.20	\$12,746.40	\$43.00	\$12,126.00	\$139.01	\$39,200.82	\$78.00	\$21,996.00
105	2503.541	18" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	40	\$48.00	\$1,920.00	\$48.00	\$1,920.00	\$45.00	\$1,800.00	\$50.70	\$2,028.00	\$43.00	\$1,720.00	\$979.98	\$39,199.20	\$99.00	\$3,960.00

BID ABSTRACT
VICKSBURG LANE NORTH RECONSTRUCTION AND EXPANSION
S.A.P 155-156-018
CP 16001

Project:		Vicksburg Lane N: SAP 155-156-018; CP 16001																
LINE NO.	ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		EUREKA		LANDWEHR		PARK CONSTRUCTION		CS McCROSSAN		MEYER CONTRACTING		DUININCK	
					UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
106	2503.541	21" RC PIPE SEWER DESIGN 3006	LIN FT	793	\$40.00	\$31,720.00	\$35.00	\$27,755.00	\$40.00	\$31,720.00	\$38.40	\$30,451.20	\$46.00	\$36,478.00	\$42.58	\$33,765.94	\$52.00	\$41,236.00
107	2503.541	21" RC PIPE SEWER DESIGN 3006 CLASS IV	LIN FT	150	\$50.00	\$7,500.00	\$37.00	\$5,550.00	\$36.00	\$5,400.00	\$38.50	\$5,775.00	\$46.00	\$6,900.00	\$42.60	\$6,390.00	\$55.00	\$8,250.00
108	2503.541	24" RC PIPE SEWER DESIGN 3006	LIN FT	210	\$45.00	\$9,450.00	\$41.00	\$8,610.00	\$46.00	\$9,660.00	\$41.10	\$8,631.00	\$48.00	\$10,080.00	\$55.40	\$11,634.00	\$58.00	\$12,180.00
109	2503.541	24" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	103	\$50.00	\$5,150.00	\$40.00	\$4,120.00	\$48.00	\$4,944.00	\$40.80	\$4,202.40	\$48.00	\$4,944.00	\$55.40	\$5,706.20	\$55.00	\$5,665.00
110	2503.541	24" RC PIPE SEWER DESIGN 3006 CLASS IV	LIN FT	835	\$55.00	\$45,925.00	\$56.00	\$46,760.00	\$53.00	\$44,255.00	\$47.20	\$39,412.00	\$67.00	\$55,945.00	\$59.67	\$49,824.45	\$68.00	\$56,780.00
111	2503.541	24" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	68	\$60.00	\$4,080.00	\$60.00	\$4,080.00	\$58.00	\$3,944.00	\$90.80	\$6,174.40	\$54.50	\$3,706.00	\$65.35	\$4,443.80	\$130.00	\$8,840.00
112	2503.541	27" RC PIPE SEWER DESIGN 3006	LIN FT	128	\$50.00	\$6,400.00	\$56.00	\$7,168.00	\$53.00	\$6,784.00	\$56.80	\$7,270.40	\$55.50	\$7,104.00	\$62.24	\$7,966.72	\$70.00	\$8,960.00
113	2503.541	30" RC PIPE SEWER DESIGN 3006	LIN FT	7	\$70.00	\$490.00	\$135.00	\$945.00	\$90.00	\$630.00	\$70.60	\$494.20	\$75.00	\$525.00	\$65.22	\$456.54	\$250.00	\$1,750.00
114	2503.541	36" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	214	\$80.00	\$17,120.00	\$70.00	\$14,980.00	\$79.00	\$16,906.00	\$70.80	\$15,151.20	\$87.00	\$18,618.00	\$88.27	\$18,889.78	\$103.00	\$22,042.00
115	2503.541	36" RC PIPE SEWER DESIGN 3006 CLASS IV	LIN FT	273	\$85.00	\$23,205.00	\$80.00	\$21,840.00	\$89.00	\$24,297.00	\$84.80	\$23,150.40	\$96.00	\$26,208.00	\$99.63	\$27,198.99	\$113.00	\$30,849.00
116	2503.541	42" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	606	\$140.00	\$84,840.00	\$120.00	\$72,720.00	\$141.00	\$85,446.00	\$131.00	\$79,386.00	\$135.00	\$81,810.00	\$170.24	\$103,165.44	\$163.00	\$98,778.00
117	2503.602	SAFL BAFFLE	EACH	1	\$4,000.00	\$4,000.00	\$6,800.00	\$6,800.00	\$7,700.00	\$7,700.00	\$6,150.00	\$6,150.00	\$6,670.00	\$6,670.00	\$7,727.16	\$7,727.16	\$7,000.00	\$7,000.00
118	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	3	\$800.00	\$2,400.00	\$1,000.00	\$3,000.00	\$900.00	\$2,700.00	\$1,040.00	\$3,120.00	\$545.00	\$1,635.00	\$762.65	\$2,287.95	\$1,500.00	\$4,500.00
119	2503.602	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH	2	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$1,900.00	\$3,800.00	\$1,380.00	\$2,760.00	\$805.00	\$1,610.00	\$1,322.34	\$2,644.68	\$2,000.00	\$4,000.00
120	2503.901	SANITARY CONSTRUCTION A	LUMP SUM	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$21,000.00	\$21,000.00	\$15,900.00	\$15,900.00	\$21,000.00	\$21,000.00	\$18,632.97	\$18,632.97	\$15,000.00	\$15,000.00
121	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	10	\$1,000.00	\$10,000.00	\$2,000.00	\$20,000.00	\$2,200.00	\$22,000.00	\$3,130.00	\$31,300.00	\$2,200.00	\$22,000.00	\$3,374.19	\$33,741.90	\$2,800.00	\$28,000.00
122	2504.602	INSTALL HYDRANT	EACH	3	\$1,000.00	\$3,000.00	\$725.00	\$2,175.00	\$1,000.00	\$3,000.00	\$1,820.00	\$5,460.00	\$1,440.00	\$4,320.00	\$2,525.95	\$7,577.85	\$2,600.00	\$7,800.00
123	2504.602	ADJUST VALVE BOX	EACH	8	\$250.00	\$2,000.00	\$300.00	\$2,400.00	\$350.00	\$2,800.00	\$186.00	\$1,488.00	\$425.00	\$3,400.00	\$254.08	\$2,032.64	\$600.00	\$4,800.00
124	2504.602	20"X6" TEE FITTING	EACH	3	\$1,250.00	\$3,750.00	\$3,900.00	\$11,700.00	\$3,500.00	\$10,500.00	\$3,530.00	\$10,590.00	\$3,220.00	\$9,660.00	\$5,510.69	\$16,532.07	\$3,500.00	\$10,500.00
125	2504.602	20"X8" TEE FITTING	EACH	2	\$1,500.00	\$3,000.00	\$4,000.00	\$8,000.00	\$3,600.00	\$7,200.00	\$3,640.00	\$7,280.00	\$3,310.00	\$6,620.00	\$5,645.84	\$11,291.68	\$3,500.00	\$7,000.00
126	2504.602	6" GATE VALVE AND BOX	EACH	2	\$1,600.00	\$3,200.00	\$2,250.00	\$4,500.00	\$1,950.00	\$3,900.00	\$1,840.00	\$3,680.00	\$1,620.00	\$3,240.00	\$2,769.86	\$5,539.72	\$2,000.00	\$4,000.00
127	2504.602	8" GATE VALVE AND BOX	EACH	1	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$2,370.00	\$2,370.00	\$2,120.00	\$2,120.00	\$3,559.86	\$3,559.86	\$2,600.00	\$2,600.00
128	2504.602	20" GATE VALVE AND BOX	EACH	4	\$5,000.00	\$20,000.00	\$19,000.00	\$76,000.00	\$17,400.00	\$69,600.00	\$17,600.00	\$70,400.00	\$13,500.00	\$54,000.00	\$22,780.64	\$91,122.56	\$18,500.00	\$74,000.00
129	2504.603	6" PVC WATERMAIN	LIN FT	118	\$30.00	\$3,540.00	\$30.00	\$3,540.00	\$35.00	\$4,130.00	\$51.40	\$6,065.20	\$41.00	\$4,838.00	\$45.27	\$5,341.86	\$42.00	\$4,956.00
130	2504.603	8" PVC WATERMAIN	LIN FT	197	\$35.00	\$6,895.00	\$90.00	\$17,730.00	\$64.00	\$12,608.00	\$115.00	\$22,655.00	\$72.50	\$14,282.50	\$109.44	\$21,559.68	\$86.00	\$16,942.00
131	2504.603	20" PVC WATERMAIN	LIN FT	2046	\$250.00	\$511,500.00	\$74.00	\$151,404.00	\$75.00	\$153,450.00	\$100.00	\$204,600.00	\$79.50	\$162,657.00	\$91.20	\$186,595.20	\$87.00	\$178,002.00
132	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN F	LIN FT	71.2	\$250.00	\$17,800.00	\$195.00	\$13,884.00	\$198.00	\$14,097.60	\$215.00	\$15,308.00	\$280.00	\$19,936.00	\$361.18	\$25,716.02	\$250.00	\$17,800.00
133	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	LIN FT	19.4	\$275.00	\$5,335.00	\$180.00	\$3,492.00	\$216.00	\$4,190.40	\$302.00	\$5,858.80	\$305.00	\$5,917.00	\$354.00	\$6,867.60	\$600.00	\$11,640.00
134	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	LIN FT	26.6	\$225.00	\$5,985.00	\$150.00	\$3,990.00	\$191.00	\$5,080.60	\$268.00	\$7,128.80	\$160.00	\$4,256.00	\$360.65	\$9,593.29	\$300.00	\$7,980.00
135	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	7.7	\$350.00	\$2,695.00	\$275.00	\$2,117.50	\$300.00	\$2,310.00	\$403.00	\$3,103.10	\$380.00	\$2,926.00	\$463.37	\$3,567.95	\$380.00	\$2,926.00
136	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-60	LIN FT	18.9	\$500.00	\$9,450.00	\$375.00	\$7,087.50	\$411.00	\$7,767.90	\$519.00	\$9,809.10	\$570.00	\$10,773.00	\$527.22	\$9,964.46	\$480.00	\$9,072.00
137	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-72	LIN FT	4.3	\$600.00	\$2,580.00	\$635.00	\$2,730.50	\$559.00	\$2,403.70	\$717.00	\$3,083.10	\$980.00	\$4,214.00	\$680.66	\$2,926.84	\$670.00	\$2,881.00
138	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 1	LIN FT	128.6	\$300.00	\$38,580.00	\$170.00	\$21,862.00	\$242.00	\$31,121.20	\$263.00	\$33,821.80	\$200.00	\$25,720.00	\$391.73	\$50,376.48	\$300.00	\$38,580.00
139	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LIN FT	263.6	\$300.00	\$79,080.00	\$210.00	\$55,356.00	\$239.00	\$63,000.40	\$276.00	\$72,753.60	\$260.00	\$68,536.00	\$363.90	\$95,924.04	\$280.00	\$73,808.00
140	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 54-4020	LIN FT	4.8	\$330.00	\$1,584.00	\$350.00	\$1,680.00	\$361.00	\$1,732.80	\$424.00	\$2,035.20	\$595.00	\$2,856.00	\$516.54	\$2,479.39	\$400.00	\$1,920.00

BID ABSTRACT
VICKSBURG LANE NORTH RECONSTRUCTION AND EXPANSION
S.A.P 155-156-018
CP 16001

Project:		Vicksburg Lane N: SAP 155-156-018; CP 16001																
LINE NO.	ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		EUREKA		LANDWEHR		PARK CONSTRUCTION		CS McCROSSAN		MEYER CONTRACTING		DUININCK	
					UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
141	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	LIN FT	43.5	\$350.00	\$15,225.00	\$300.00	\$13,050.00	\$319.00	\$13,876.50	\$292.00	\$12,702.00	\$400.00	\$17,400.00	\$449.01	\$19,531.94	\$330.00	\$14,355.00
142	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 66-4020	LIN FT	6.8	\$425.00	\$2,890.00	\$425.00	\$2,890.00	\$523.00	\$3,556.40	\$464.00	\$3,155.20	\$725.00	\$4,930.00	\$622.89	\$4,235.65	\$440.00	\$2,992.00
143	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 72-4020	LIN FT	29.9	\$500.00	\$14,950.00	\$360.00	\$10,764.00	\$456.00	\$13,634.40	\$410.00	\$12,259.00	\$500.00	\$14,950.00	\$651.40	\$19,476.86	\$420.00	\$12,558.00
144	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 78-4020	LIN FT	10.6	\$700.00	\$7,420.00	\$485.00	\$5,141.00	\$550.00	\$5,830.00	\$452.00	\$4,791.20	\$585.00	\$6,201.00	\$629.58	\$6,673.55	\$490.00	\$5,194.00
145	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 84-4020	LIN FT	8.8	\$800.00	\$7,040.00	\$535.00	\$4,708.00	\$665.00	\$5,852.00	\$589.00	\$5,183.20	\$680.00	\$5,984.00	\$748.60	\$6,587.68	\$590.00	\$5,192.00
146	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 2	EACH	2	\$8,500.00	\$17,000.00	\$5,600.00	\$11,200.00	\$4,360.00	\$8,720.00	\$5,320.00	\$10,640.00	\$5,910.00	\$11,820.00	\$7,011.25	\$14,022.50	\$7,000.00	\$14,000.00
147	2506.503	RECONSTRUCT DRAINAGE STRUCTURE	LIN FT	10.6	\$350.00	\$3,710.00	\$300.00	\$3,180.00	\$315.00	\$3,339.00	\$140.00	\$1,484.00	\$320.00	\$3,392.00	\$358.51	\$3,800.21	\$500.00	\$5,300.00
148	2506.516	CASTING ASSEMBLY	EACH	113	\$650.00	\$73,450.00	\$600.00	\$67,800.00	\$575.00	\$64,975.00	\$757.00	\$85,541.00	\$800.00	\$90,400.00	\$799.88	\$90,386.44	\$600.00	\$67,800.00
149	2506.602	RECONSTRUCT DRAINAGE STRUCTURE SPECIAL	EACH	1	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500.00	\$508.00	\$508.00	\$2,390.00	\$2,390.00	\$1,001.02	\$1,001.02	\$4,500.00	\$4,500.00
150	2511.501	RANDOM RIPRAP CLASS II	CU YD	37	\$20.00	\$740.00	\$175.00	\$6,475.00	\$100.00	\$3,700.00	\$94.70	\$3,503.90	\$170.00	\$6,290.00	\$150.05	\$5,551.85	\$95.00	\$3,515.00
151	2511.501	RANDOM RIPRAP CLASS III	CU YD	84	\$130.00	\$10,920.00	\$175.00	\$14,700.00	\$100.00	\$8,400.00	\$95.30	\$8,005.20	\$170.00	\$14,280.00	\$150.01	\$12,600.84	\$95.00	\$7,980.00
152	2511.501	RANDOM RIPRAP CLASS IV	CU YD	22	\$140.00	\$3,080.00	\$175.00	\$3,850.00	\$100.00	\$2,200.00	\$95.30	\$2,096.60	\$170.00	\$3,740.00	\$150.11	\$3,302.42	\$95.00	\$2,090.00
153	2514.501	CONCRETE SLOPE PAVING (P)	SQ YD	400	\$75.00	\$30,000.00	\$100.00	\$40,000.00	\$105.00	\$42,000.00	\$100.00	\$40,000.00	\$115.00	\$46,000.00	\$103.16	\$41,264.00	\$100.00	\$40,000.00
153a	2514.503	AGGREGATE SLOPE PAVING	SQ YD	620	\$45.00	\$27,900.00	\$41.00	\$25,420.00	\$48.00	\$29,760.00	\$32.00	\$19,840.00	\$35.00	\$21,700.00	\$40.60	\$25,172.00	\$32.00	\$19,840.00
154	2521.501	4" CONCRETE WALK	SQ FT	4850	\$2.50	\$12,125.00	\$4.70	\$22,795.00	\$5.40	\$26,190.00	\$4.45	\$21,582.50	\$4.00	\$19,400.00	\$4.33	\$21,000.50	\$6.20	\$30,070.00
155	2521.501	6" CONCRETE WALK	SQ FT	5220	\$4.50	\$23,490.00	\$8.30	\$43,326.00	\$9.25	\$48,285.00	\$8.45	\$44,109.00	\$7.80	\$40,716.00	\$7.13	\$37,218.60	\$16.00	\$83,520.00
156	2521.511	3" BITUMINOUS WALK	SQ FT	125340	\$1.50	\$188,010.00	\$2.50	\$313,350.00	\$2.55	\$319,617.00	\$2.20	\$275,748.00	\$1.90	\$238,146.00	\$2.39	\$299,562.60	\$3.20	\$401,088.00
157	2531.501	CONCRETE CURB & GUTTER DESIGN B412	LIN FT	1690	\$13.00	\$21,970.00	\$11.00	\$18,590.00	\$10.90	\$18,421.00	\$10.30	\$17,407.00	\$11.00	\$18,590.00	\$10.95	\$18,505.50	\$12.50	\$21,125.00
158	2531.501	CONCRETE CURB & GUTTER DESIGN B418	LIN FT	17080	\$15.00	\$256,200.00	\$12.00	\$204,960.00	\$11.45	\$195,566.00	\$10.80	\$184,464.00	\$11.50	\$196,420.00	\$11.75	\$200,690.00	\$12.50	\$213,500.00
159	2531.501	CONCRETE CURB & GUTTER DESIGN S512	LIN FT	120	\$17.00	\$2,040.00	\$14.50	\$1,740.00	\$22.00	\$2,640.00	\$20.60	\$2,472.00	\$21.50	\$2,580.00	\$14.50	\$1,740.00	\$22.50	\$2,700.00
160	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	310	\$50.00	\$15,500.00	\$60.00	\$18,600.00	\$73.00	\$22,630.00	\$63.80	\$19,778.00	\$75.50	\$23,405.00	\$68.69	\$21,293.90	\$76.00	\$23,560.00
161	2531.618	TRUNCATED DOMES	SQ FT	290	\$45.00	\$13,050.00	\$49.00	\$14,210.00	\$40.00	\$11,600.00	\$36.00	\$10,440.00	\$38.00	\$11,020.00	\$49.00	\$14,210.00	\$40.00	\$11,600.00
162	2533.507	PORTABLE PRECAST CONC BARRIER DES 8337	LIN FT	1200	\$25.00	\$30,000.00	\$15.50	\$18,600.00	\$16.50	\$19,800.00	\$15.00	\$18,000.00	\$15.00	\$18,000.00	\$14.75	\$17,700.00	\$15.00	\$18,000.00
163	2540.602	PRECAST CONCRETE MONUMENT	EACH	8	\$1,000.00	\$8,000.00	\$1,380.00	\$11,040.00	\$1,460.00	\$11,680.00	\$1,380.00	\$11,040.00	\$1,700.00	\$13,600.00	\$1,380.00	\$11,040.00	\$1,380.00	\$11,040.00
164	2540.602	RELOCATE MAIL BOX	EACH	7	\$150.00	\$1,050.00	\$95.00	\$665.00	\$110.00	\$770.00	\$152.00	\$1,064.00	\$100.00	\$700.00	\$95.00	\$665.00	\$150.00	\$1,050.00
165	2545.509	CONDUIT SYSTEM (CITY)	LUMP SUM	1	\$10,000.00	\$10,000.00	\$63,300.00	\$63,300.00	\$68,000.00	\$68,000.00	\$66,800.00	\$66,800.00	\$70,000.00	\$70,000.00	\$63,300.00	\$63,300.00	\$64,000.00	\$64,000.00
166	2545.509	CONDUIT SYSTEM (FUTURE)	LUMP SUM	1	\$10,000.00	\$10,000.00	\$15,250.00	\$15,250.00	\$17,000.00	\$17,000.00	\$16,100.00	\$16,100.00	\$17,000.00	\$17,000.00	\$15,250.00	\$15,250.00	\$16,000.00	\$16,000.00
167	2554.509	GUIDE POST TYPE B	EACH	28	\$50.00	\$1,400.00	\$40.00	\$1,120.00	\$45.00	\$1,260.00	\$55.80	\$1,562.40	\$58.00	\$1,624.00	\$50.00	\$1,400.00	\$40.00	\$1,120.00
168	2557.603	WOODEN FENCE	LIN FT	420	\$30.00	\$12,600.00	\$25.00	\$10,500.00	\$28.00	\$11,760.00	\$25.00	\$10,500.00	\$26.50	\$11,130.00	\$25.00	\$10,500.00	\$50.00	\$21,000.00
169	2557.603	SNOW FENCE	LIN FT	500	\$5.00	\$2,500.00	\$3.00	\$1,500.00	\$4.50	\$2,250.00	\$4.90	\$2,450.00	\$5.60	\$2,800.00	\$3.00	\$1,500.00	\$3.00	\$1,500.00
170	2557.603	INSTALL FENCE	LIN FT	50	\$30.00	\$1,500.00	\$25.00	\$1,250.00	\$28.00	\$1,400.00	\$25.00	\$1,250.00	\$26.50	\$1,325.00	\$21.21	\$1,060.50	\$80.00	\$4,000.00
171	2563.601	TRAFFIC CONTROL SUPERVISOR	LUMP SUM	1	\$25,000.00	\$25,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$4,060.00	\$4,060.00	\$4,200.00	\$4,200.00	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00
172	2563.601	TRAFFIC CONTROL	LUMP SUM	1	\$120,000.00	\$120,000.00	\$14,400.00	\$14,400.00	\$18,000.00	\$18,000.00	\$29,400.00	\$29,400.00	\$30,500.00	\$30,500.00	\$29,000.00	\$29,000.00	\$30,000.00	\$30,000.00
173	2564.531	SIGN PANELS TYPE C	SQ FT	139	\$50.00	\$6,950.00	\$31.00	\$4,309.00	\$35.00	\$4,865.00	\$37.10	\$5,156.90	\$38.50	\$5,351.50	\$38.75	\$5,386.25	\$31.00	\$4,309.00
174	2564.602	INSTALL SIGN	EACH	14	\$200.00	\$2,800.00	\$100.00	\$1,400.00	\$125.00	\$1,750.00	\$107.00	\$1,498.00	\$110.00	\$1,540.00	\$193.00	\$2,702.00	\$100.00	\$1,400.00
175	2565.616	REVISE SIGNAL SYSTEM A	SYSTEM	1	\$144,000.00	\$144,000.00	\$144,722.15	\$144,722.15	\$152,000.00	\$152,000.00	\$152,800.00	\$152,800.00	\$155,000.00	\$155,000.00	\$144,722.15	\$144,722.15	\$145,000.00	\$145,000.00

BID ABSTRACT
VICKSBURG LANE NORTH RECONSTRUCTION AND EXPANSION
S.A.P 155-156-018
CP 16001

Project:		Vicksburg Lane N: SAP 155-156-018; CP 16001																
LINE NO.	ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		EUREKA		LANDWEHR		PARK CONSTRUCTION		CS McCROSSAN		MEYER CONTRACTING		DUININCK	
					UNIT PRICE	TOTAL PRICE												
176	2565.616	REVISE SIGNAL SYSTEM B	SYSTEM	1	\$133,000.00	\$133,000.00	\$151,913.93	\$151,913.93	\$160,000.00	\$160,000.00	\$160,400.00	\$160,400.00	\$165,000.00	\$165,000.00	\$151,913.93	\$151,913.93	\$152,000.00	\$152,000.00
177	2565.616	TEMPORARY SIGNAL SYSTEM A	SYSTEM	1	\$42,000.00	\$42,000.00	\$39,760.33	\$39,760.33	\$42,000.00	\$42,000.00	\$42,000.00	\$42,000.00	\$44,000.00	\$44,000.00	\$39,760.33	\$39,760.33	\$40,000.00	\$40,000.00
178	2565.616	TEMPORARY SIGNAL SYSTEM B	SYSTEM	1	\$77,000.00	\$77,000.00	\$69,628.09	\$69,628.09	\$74,000.00	\$74,000.00	\$73,500.00	\$73,500.00	\$77,000.00	\$77,000.00	\$69,628.09	\$69,628.09	\$70,000.00	\$70,000.00
179	2573.502	SILT FENCE, TYPE MS	LIN FT	7580	\$3.50	\$26,530.00	\$1.75	\$13,265.00	\$2.00	\$15,160.00	\$2.00	\$15,160.00	\$1.90	\$14,402.00	\$1.75	\$13,265.00	\$1.75	\$13,265.00
180	2573.505	FLOTATION SILT CURTAIN TYPE STILL WATER	LIN FT	150	\$15.00	\$2,250.00	\$18.00	\$2,700.00	\$12.00	\$1,800.00	\$12.40	\$1,860.00	\$11.50	\$1,725.00	\$18.00	\$2,700.00	\$18.00	\$2,700.00
181	2573.515	FILTER BERM TYPE 3	LIN FT	103	\$20.00	\$2,060.00	\$36.00	\$3,708.00	\$75.00	\$7,725.00	\$36.10	\$3,718.30	\$16.00	\$1,648.00	\$37.72	\$3,885.16	\$3.50	\$360.50
182	2573.53	STORM DRAIN INLET PROTECTION	EACH	113	\$175.00	\$19,775.00	\$75.00	\$8,475.00	\$125.00	\$14,125.00	\$134.10	\$15,153.30	\$430.00	\$48,590.00	\$50.00	\$5,650.00	\$175.00	\$19,775.00
183	2573.533	SEDIMENT CONTROL LOG TYPE STRAW	LIN FT	170	\$10.00	\$1,700.00	\$3.75	\$637.50	\$6.50	\$1,105.00	\$6.50	\$1,105.00	\$6.10	\$1,037.00	\$3.75	\$637.50	\$3.75	\$637.50
184	2573.55	EROSION CONTROL SUPERVISOR	LUMP SUM	1	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$30,100.00	\$30,100.00	\$11,500.00	\$11,500.00	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00
185	2574.508	FERTILIZER TYPE 1	POUND	1900	\$1.00	\$1,900.00	\$0.65	\$1,235.00	\$0.55	\$1,045.00	\$0.56	\$1,064.00	\$0.65	\$1,235.00	\$0.65	\$1,235.00	\$0.65	\$1,235.00
186	2574.508	FERTILIZER, TYPE 3	POUND	3640	\$2.50	\$9,100.00	\$0.65	\$2,366.00	\$0.56	\$2,038.40	\$0.56	\$2,038.40	\$0.65	\$2,366.00	\$0.65	\$2,366.00	\$0.65	\$2,366.00
187	2574.508	FERTILIZER, TYPE 4	POUND	280	\$3.00	\$840.00	\$0.65	\$182.00	\$0.57	\$159.60	\$0.56	\$156.80	\$0.65	\$182.00	\$0.65	\$182.00	\$0.65	\$182.00
188	2574.525	FILTER TOPSOIL BORROW	CU YD	1191	\$35.00	\$41,685.00	\$52.00	\$61,932.00	\$65.00	\$77,415.00	\$51.60	\$61,455.60	\$38.50	\$45,853.50	\$45.11	\$53,726.01	\$48.00	\$57,168.00
189	2575.501	SEEDING	ACRE	18.9	\$500.00	\$9,450.00	\$250.00	\$4,725.00	\$265.00	\$5,008.50	\$282.00	\$5,329.80	\$315.00	\$5,953.50	\$250.00	\$4,725.00	\$250.00	\$4,725.00
190	2575.502	SEED MIXTURE 21-111	POUND	950	\$2.00	\$1,900.00	\$2.00	\$1,900.00	\$1.60	\$1,520.00	\$1.70	\$1,615.00	\$1.90	\$1,805.00	\$2.00	\$1,900.00	\$2.00	\$1,900.00
191	2575.502	SEED MIXTURE TYPE 25-141	POUND	450	\$5.00	\$2,250.00	\$3.75	\$1,687.50	\$4.25	\$1,912.50	\$4.50	\$2,025.00	\$5.10	\$2,295.00	\$3.75	\$1,687.50	\$3.75	\$1,687.50
192	2575.502	SEED MIXTURE TYPE 33-261	POUND	70	\$15.00	\$1,050.00	\$18.00	\$1,260.00	\$26.40	\$1,848.00	\$28.20	\$1,974.00	\$31.50	\$2,205.00	\$18.00	\$1,260.00	\$18.00	\$1,260.00
193	2575.505	PRUNE TREES	HOURL	40	\$100.00	\$4,000.00	\$150.00	\$6,000.00	\$160.00	\$6,400.00	\$160.00	\$6,400.00	\$165.00	\$6,600.00	\$150.00	\$6,000.00	\$150.00	\$6,000.00
194	2575.505	SODDING TYPE LAWN	SQ YD	83	\$5.00	\$415.00	\$4.50	\$373.50	\$6.00	\$498.00	\$6.35	\$527.05	\$7.10	\$589.30	\$4.50	\$373.50	\$4.50	\$373.50
195	2575.505	SODDING TYPE SALT TOLERANT	SQ YD	13400	\$4.00	\$53,600.00	\$4.50	\$60,300.00	\$6.00	\$80,400.00	\$6.35	\$85,090.00	\$7.10	\$95,140.00	\$4.50	\$60,300.00	\$4.50	\$60,300.00
196	2575.511	MULCH MATERIAL TYPE 1	TON	26.1	\$200.00	\$5,220.00	\$200.00	\$5,220.00	\$160.00	\$4,176.00	\$169.00	\$4,410.90	\$190.00	\$4,959.00	\$200.00	\$5,220.00	\$200.00	\$5,220.00
197	2575.519	DISC ANCHORING	ACRE	18.9	\$100.00	\$1,890.00	\$65.00	\$1,228.50	\$55.00	\$1,039.50	\$56.30	\$1,064.07	\$63.00	\$1,190.70	\$65.00	\$1,228.50	\$65.00	\$1,228.50
198	2575.523	EROSION CONTROL BLANKETS CATEGORY 3	SQ YD	28240	\$1.50	\$42,360.00	\$1.10	\$31,064.00	\$1.35	\$38,124.00	\$0.89	\$25,133.60	\$0.85	\$24,004.00	\$1.10	\$31,064.00	\$1.10	\$31,064.00
199	2575.57	RAPID STABILIZATION METHOD 2	ACRE	4.7	\$2,500.00	\$11,750.00	\$750.00	\$3,525.00	\$1,350.00	\$6,345.00	\$1,350.00	\$6,345.00	\$1,280.00	\$6,016.00	\$750.00	\$3,525.00	\$750.00	\$3,525.00
200	2582.501	PAVT MSSG (LT ARROW) EPOXY	EACH	5	\$200.00	\$1,000.00	\$95.00	\$475.00	\$150.00	\$750.00	\$122.00	\$610.00	\$125.00	\$625.00	\$95.00	\$475.00	\$125.00	\$625.00
201	2582.501	PAVT MSSG (RT ARROW) EPOXY	EACH	3	\$200.00	\$600.00	\$95.00	\$285.00	\$150.00	\$450.00	\$122.00	\$366.00	\$125.00	\$375.00	\$95.00	\$285.00	\$125.00	\$375.00
202	2582.502	4" SOLID LINE WHITE-PAINT	LIN FT	9250	\$0.15	\$1,387.50	\$0.10	\$925.00	\$0.10	\$925.00	\$0.14	\$1,295.00	\$0.15	\$1,387.50	\$0.07	\$647.50	\$0.19	\$1,757.50
203	2582.502	4" DOUBLE SOLID LINE YELLOW-PAINT	LIN FT	19630	\$0.30	\$5,889.00	\$0.15	\$2,944.50	\$0.20	\$3,926.00	\$0.28	\$5,496.40	\$0.30	\$5,889.00	\$0.14	\$2,748.20	\$0.38	\$7,459.40
204	2582.502	4" SOLID LINE WHITE-EPOXY	LIN FT	4030	\$0.30	\$1,209.00	\$0.25	\$1,007.50	\$0.30	\$1,209.00	\$0.21	\$846.30	\$0.20	\$806.00	\$0.26	\$1,047.80	\$1.35	\$5,440.50
205	2582.502	24" SOLID LINE WHITE-EPOXY	LIN FT	150	\$10.00	\$1,500.00	\$7.50	\$1,125.00	\$7.98	\$1,197.00	\$8.15	\$1,222.50	\$8.40	\$1,260.00	\$7.50	\$1,125.00	\$7.50	\$1,125.00
206	2582.502	4" BROKEN LINE WHITE-EPOXY	LIN FT	3310	\$0.50	\$1,655.00	\$0.25	\$827.50	\$0.30	\$993.00	\$0.21	\$695.10	\$0.20	\$662.00	\$0.26	\$860.60	\$0.50	\$1,655.00
207	2582.502	24" SOLID LINE YELLOW-EPOXY	LIN FT	380	\$7.00	\$2,660.00	\$7.50	\$2,850.00	\$7.98	\$3,032.40	\$6.60	\$2,508.00	\$6.80	\$2,584.00	\$7.50	\$2,850.00	\$6.00	\$2,280.00
208	2582.502	4" DOUBLE SOLID LINE YELLOW-EPOXY	LIN FT	8520	\$0.60	\$5,112.00	\$0.50	\$4,260.00	\$0.60	\$5,112.00	\$0.43	\$3,663.60	\$0.45	\$3,834.00	\$0.52	\$4,430.40	\$0.70	\$5,964.00
209	2582.503	CROSSWALK MARKING-EPOXY	SQ FT	2040	\$6.00	\$12,240.00	\$4.40	\$8,976.00	\$4.70	\$9,588.00	\$4.30	\$8,772.00	\$4.50	\$9,180.00	\$4.40	\$8,976.00	\$4.40	\$8,976.00
Total for Project:					\$14,667,093.50		\$11,880,322.60		\$12,494,232.95		\$12,796,852.47		\$12,837,691.80		\$12,841,426.14		\$13,883,211.80	



**STATEMENT OF WORK REQUESTED
BY COUNTY, CITY, TOWN OR TOWNSHIP
FOR PROJECTS WITH ESTIMATED
CONSTRUCTION COSTS OVER \$25,000**

DATE: January 29, 2016
WORK REQUESTED BY: The City of Plymouth
WORK LOCATION: Vicksburg Ln (Schmidt Lk Rd to 57th Ave N)
ADDRESS: 3400 Plymouth Blvd
Plymouth, MN 55446

CONSISTING OF:

The following shall constitute the "Work" to be performed by Xcel Energy:

The City of Plymouth has requested that Xcel Energy replace the existing overhead facilities with a new underground system along Vicksburg Ln N, from Schmidt Lk Rd to 57th Ave . The cost to remove overhead distribution facilities and install new underground facilities for this project would be \$467,261.00

The primary cost elements included in this cost are as follows:

- A) The installation of 9400' of 1/0 3phase wire
- B) The installation of 1 PMH-9 Feeder switchgear, (4) 3 phase fused LBC Gear, (5)single phase LBC Gear, 4-transformers.
- C)Backhoe, Directional bore new, 1/0AL and #2AL primary conductors
- D) Installation of 4 padmount transformers necessary to maintain system integrity and services to existing customers.
- E) Removal of the existing overhead system

Municipality agrees to pay Xcel Energy for Xcel Energy's actual total cost of the Work, subject to the Municipality's right of cost review in accordance with the terms of this Statement of Work ("Statement"). The current estimate for the Work is \$ 467,261.00 ("Estimate"),
The estimate is comprised of the following major components:

- A) The installation of 9400' of 1/0 3 phase wire
- B) The installation of 1 PMH -9 feeder switchgear, (4) 3 phase fused LBC Gear, and (5) 1 phase LBC Gear, 4-transformers.
- C) Backhoe, Directional bore new 1/0AL and #2AL primary conductors
- D) Installation of (6) padmounted transformers necessary necessary to maintain system integrity and services to existing customers.
- E) Removal of the existing overhead system

Total:

The undersigned hereby requests and authorizes Xcel Energy to perform the Work. In consideration thereof and in lieu of a City Requested Facilities Surcharge, the City agrees to pay Xcel Energy on the ("Statement"). The current estimate for the Work is (\$ 233,630.50) which is fifty (50) percent of the Estimate ("Down Payment").

All Work shall be performed pursuant to good utility practice (as that term is generally understood in the utility industry) utilizing Xcel Energy's commercially reasonable efforts to complete the Work within the Estimate under Xcel Energy's then current design standards, operating procedures, and safety procedures. The facilities installed or removed by Xcel Energy shall be the property of Xcel Energy and any payment by Municipality shall not entitle Municipality to any ownership interest or right therein. Municipality's and Xcel Energy's rights and obligations with respect to the facilities and services provided through the facilities are subject to the terms of this Statement, as well as the additional terms and conditions provided in the Xcel Energy Electric Rate Book, as now exists or may hereafter be changed, on file with the Minnesota Public Utilities Commission.

In advance of the Work, Municipality agrees to inform Xcel Energy of any Municipality-related or other projects that may affect the Work. During the Work, Xcel Energy agrees to provide the Municipality notice of any proposed change orders increasing the cost of the Work. Municipality acknowledges that change orders that result from request of Municipality with respect to the performance of the Work or the scope of the Work may increase Xcel Energy's actual cost of the Work. Upon Completion of the Work, Xcel Energy agrees to provide Municipality with final detail of the actual work performed and the actual costs of such work performed. Xcel Energy will identify any information included in such information that is non-public pursuant to Minn. Stat. Ch. 13. Upon request by Municipality, Xcel Energy shall provide Municipality the opportunity to review more detailed documentation of the Work performed and related costs.

Xcel Energy agrees to keep Municipality reasonably informed with respect to Xcel Energy's performance of the Work, consistent with good utility practice and will, at minimum, apprise Municipality when half of the Estimate has been spent and when ninety percent of the Estimate has been spent. Xcel Energy also agrees to timely notify the Municipality when the Work is substantially complete.

Upon receipt of the invoice for the cost balance, the City shall have the right to require that Xcel Energy provide reasonable cost support documentation, including change orders, for its actual total cost of the Work. The Municipality shall pay the balance of cost not subject to reasonable dispute within the timeframe set forth in the Minnesota Municipal Prompt Payment Act, Minn. Stat. 471-425. Xcel Energy and Municipality shall reasonably try to resolve any disputes with respect to costs incurred in performance of the Work in good faith. In the event Xcel Energy and Municipality are unable to resolve any such disputes, the parties may seek redress in a forum with jurisdiction over the dispute.

This Statement of Work is agreed to by Xcel Energy and Municipality and receipt of the above Down Payment of \$ 233,630.50 is hereby acknowledged on behalf of Xcel Energy.

Northern States Power Company
a Minnesota corporation ("Xcel Energy")

[Municipality]

Greg Plumedahl - Design Manager
Print Full Name and Title

Print Full Name and Title (if applicable)

Signature

Signature of Authorized Representative

Address: 8701 Monticello Ln N
Maple Grove, MN 55369
Phone: 763-493-1659
E-mail: gregory.s.plumedahl@xcelenergy.com

Address: _____
Phone: _____
E-mail: _____

Xcel Energy Work Order # _____

Estimated Construction \$ 467,261.00

Estimated Removal \$ _____

Estimated Total \$ 467,261.00

Form 17-7012

**LOCAL ROAD REPLACEMENT PROGRAM (LRIP)
GRANT AGREEMENT**

This Agreement between the Minnesota Department of Transportation (“MnDOT”) and the Grantee named below is made pursuant to Minnesota Statutes Section 174.50 and pursuant to Minn. Laws 2015 Chapter 5-H.F. No. 2 Sec. 10 Subd. 5. The provisions in that section and the Exhibits attached hereto and incorporated by reference constitute this Agreement and the persons signing below agree to fully comply with all of the requirements of this Agreement. This Agreement will be effective on the date State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2.

1. Public Entity (Grantee) name, address and contact person:

City of Plymouth
 3400 Plymouth Boulevard
 Plymouth, MN 55447
 Contact: Doran Cote, Public Works Director

2. Project(s):

Name of Project (See Exhibit C for location)	Amount of LRIP Funds	Amount of Required Matching Funds	Completion Date
Vicksburg Lane SAP 155-156-018	\$4,700,000	\$11,650,000	June 1, 2017

3. Total Amount of LRIP Grant for all projects under this Agreement: \$4,700,000
4. The following Exhibits for each project are attached and incorporated by reference as part of this Agreement:

- Exhibit A Completed Sources and Uses of Funds Schedule
- Exhibit B Project Completion Schedule
- Exhibit C Bond Financed Property Certification
- Exhibit D Grant Application
- Exhibit E Grantee Resolution Approving Grant Agreement
- Exhibit F General Terms and Conditions
- Exhibit G Jobs Reporting

5. Additional requirements, if any:

Minnesota Report on Jobs Requirements

Pursuant to Minnesota Statute 16A.633, Subdivision 4 (MN Laws of 2012 Chapter 293, Section 28), the Grantee shall collect, maintain and, upon completion of the Project, provide the information indicated in Exhibit G of the Grant Agreement, to the Commissioner. The information must include, but is not limited to, the following: the number and types of jobs created by the Project, whether the jobs are new or retained, where the jobs are located and the pay ranges of the jobs.

6. Any modification of this Agreement must be in writing and signed by both parties.

(The remaining portion of this page was intentionally left blank.)

PUBLIC ENTITY (GRANTEE)

By: _____

Title: Mayor

Date: _____

By: _____

Title: City Manager

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: State Aid Program Engineer

Date: _____

OFFICE OF CONTRACT MANAGEMENT

By: _____

Contract Administrator

Date: _____

EXHIBIT A

SOURCES AND USES OF FUNDS SCHEDULE

SOURCES OF FUNDS		USES OF FUNDS	
Entity Supplying Funds	Amount	Expenses	Amount
State Funds:		Items Paid for with LRIP	
LRIP Grant	\$4,700,000	Grant Funds:	
Other:		Bridge over CP Rail	
		-Construction	\$4,700,000
Subtotal	\$4,700,000	Subtotal	\$4,700,000
Public Entity Funds:		Items paid for with Non-LRIP Grant Funds:	
Matching Funds	\$11,400,000	Construction	\$7,200,000
Other:		Engineering	\$1,400,000
CP Railway	\$250,000	ROW	\$1,350,000
		Bury Power Lines	\$500,000
		Admin/Contin.	\$1,200,000
Subtotal	\$11,650,000	Subtotal	\$11,650,000
TOTAL FUNDS	\$16,350,000	TOTAL PROJECT COSTS	\$16,350,000

EXHIBIT B

PROJECT COMPLETION SCHEDULE

Bid Opening	January 21, 2016
Award Contract	February 23, 2016
Begin Construction	March, 2016
Substantial Completion	October 31, 2016
Final Completion	June 1, 2017
Project Completion Date	June 1, 2018

EXHIBIT C

BOND FINANCED PROPERTY CERTIFICATION

State of Minnesota
General Obligation Bond Financed Property

The undersigned states that it has a fee simple, leasehold and/or easement interest in the real property located in the County of Hennepin, State of Minnesota that is generally described or illustrated graphically in **Attachment 1** attached hereto and all improvements thereon (the "Restricted Property") and acknowledges that the Restricted Property is or may become State bond-financed property. To the extent that the Restricted Property is or becomes State bond-financed property, the undersigned acknowledges that:

- A. The Restricted Property is State bond-financed property under Minn. Stat. Sec. 16A.695, is subject to the requirements imposed by that statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget; and
- B. The Restricted Property is subject to the provisions of the Local Road Replacement Program Grant Agreement between the Minnesota Department of Transportation and the undersigned dated _____, 20__; and
- C. The Restricted Property shall continue to be deemed State bond-financed property for 37.5 years or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget.

Date: February 23, 2016

City of Plymouth, a political subdivision of the
State of Minnesota

By: _____
Name: Kelli Slavik
Title: Mayor

By: _____
Name: Dave Callister
Title: City Manager

Attachment 1 to Exhibit C

GENERAL DESCRIPTION OF RESTRICTED PROPERTY

(Insert a narrative or graphic description of the Restricted Property for each project. Label each project to correspond with the project as listed in Exhibit A; e.g., C-1, C-2, etc. It need not be a legal description if a legal description is unavailable.)

Vicksburg Lane Project, SAP 155-156-018

The LRIP funds will pay for the construction of an 89' 4" wide bridge on Vicksburg Lane over the CP Railway, including embankment from approximately station 61+50 to 78+50 on the approved construction plan, relocation of a 20" watermain and installation of a cast-in-place retaining wall.



EXHIBIT D

GRANT APPLICATION

Local Road Improvement Program Solicitation 2014 Application Form		 <small>MnDOT/ State Aid for Local Transportation 395 John Ireland Blvd. MS 500 St. Paul, MN 55155</small>
Contact	Agency: <input type="text" value="City of Plymouth"/> First Name: <input type="text" value="Jim"/> Last Name: <input type="text" value="Renneberg"/> Address: <input type="text" value="3400 Plymouth Blvd"/> City: <input type="text" value="Plymouth"/> State: <input type="text" value="MN"/> Phone Num: <input type="text" value="(763) 509-5541"/> E-mail: <input type="text" value="jrenneberg@plymouthmn.gov"/> County Sponsor (if applicable): <input type="text"/>	
Project Location	Road Authority <input type="text" value="2- City"/> Road Authority Name <input type="text" value="City of Plymouth"/> Route: <input type="text" value="Vicksburg Lane"/> MnDOT District <input type="text" value="M- Metro"/> County: <input type="text" value="27HENNEPIN"/> City/Township <input type="text" value="Plymouth"/> Project limits (Termini) From Mile Post: <input type="text"/> To Mile Post: <input type="text"/> Length (mi): <input type="text" value="1.5"/> Beg. Desc. Loc. <input type="text" value="Schmidt Lake Road"/> End. Desc. Loc. <input type="text" value="Maple Grove Border"/>	
Description	<p>Brief Description of the Project:</p> <p>Vicksburg Lane will be reconstructed and expanded in 2016 from Schmidt Lake Road to the Maple Grove border. The street will be expanded from two to four lanes and will include installation of trails on both sides of the road, storm sewer and best management practices. Also included will be a bridge over the Canadian Pacific Railroad and a pedestrian bridge between 57th Avenue and 58th Place.</p> <p>Is your project on a route of regional significance? (check all that apply)</p> <p> <input type="checkbox"/> Farm to Market artery <input type="checkbox"/> Part of a 10-ton route system <input type="checkbox"/> Part of an economic development plan <input type="checkbox"/> Serves as a regional tourist destination <input checked="" type="checkbox"/> Provides capacity or congestion relief to a parallel trunk highway system or county road <input type="checkbox"/> Is a connection to the IRC system, trunk highway or a county road </p> <p>Project's contribution to other local regional, or state economic developments or redevelopment efforts:</p> <p>The project will provide a grade separated crossing between Vicksburg Lane, a minor arterial roadway, and the Canadian Pacific Railroad.</p>	

Local Road Improvement Program Solicitation
2014 Application Form



MnDOT / State Aid for Local Transportation
 395 John Ireland Blvd, MS 600
 St. Paul, MN 55155

Description

Identify the transportation deficiency that the project will address and the proposed safety or engineering strategy.

Approximately 15,000 vehicles a day will travel Vicksburg when the reconstruction is complete. It is an essential north-south route for emergency responders and public safety personnel. The Canadian Pacific rail line currently carries 20-30 trains per day – some stretching more than a mile long.

The Canadian Pacific Railroad modified the tracks to accommodate faster trains about two years ago. In doing so, it created a "jump" on Vicksburg Lane that resulted in cars bottoming out if they did not slow down enough. The city lowered the speed limit in the vicinity of the tracks, which created a bottleneck as cars slowed down to cross the railroad tracks.

The grade separated crossing will address the safety and congestion concerns resulting from the railroad crossing.

Project Readiness

Construction Year (select one)

Does the project have any historical/archeological impacts?

No Yes, Describe:

What is the project development status?

Design work has not started Design in progress Plans have been approved

What is the Right-Of-Way status on the project?

No R/W needed R/W needed but not yet acquired

Cost

Project funding sources:

Federal	State Aid	Local/Other	LRIP	Total Cost
<input type="text"/>	<input type="text"/>	13,000,000.00	4,700,000.00	17,700,000.00

For Internal Use Only

District State Aid Engineer Signature - Review and Approval _____ Date _____

EXHIBIT E

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

EXHIBIT F

GENERAL TERMS AND CONDITIONS FOR LOCAL ROAD REPLACEMENT PROGRAM (LRIP) GRANTS (Applicable to each project.)

Article I DEFINITIONS

Section 1.01 **Defined Terms.** The following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined) unless the context specifically indicates otherwise:

“Advance(s)” - means an advance made or to be made by MnDOT to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

“Agreement” - means the Local Road Replacement Program Grant Agreement between the Public Entity and the Minnesota Department of Transportation to which this Exhibit is attached.

“Certification” - means the certification, in the form attached as **Exhibit C**, in which the Public Entity acknowledges that its interest in the Real Property is bond financed property within the meaning of Minn. Stat. Sec. 16A.695 and is subject to certain restrictions imposed thereby.

“Code” - means the Internal Revenue Code of 1986, as amended, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner” - means the Commissioner of Minnesota Management & Budget.

“Commissioner’s Order” - means the “Fourth Order Amending Order of the Commissioner of Minnesota Management & Budget Relating to Use and Sale of State Bond Financed Property” dated July 30, 2012, as it may be amended or supplemented.

“Completion Date” - means the projected date for completion of the Project as indicated in the Agreement.

“Construction Contract Documents” - means the document or documents, in form and substance acceptable to MnDOT, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor(s) for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

“Construction Items” - means the work to be performed under the Construction Contract Documents.

“Contractor” - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

“Draw Requisition” - means a draw requisition that the Public Entity, or its designee, submits to MnDOT when an Advance is requested, as referred to in Section 4.02.

“G.O. Bonds” - means the state general obligation bonds issued under the authority granted in Article XI, Sec. 5(a) of the Minnesota Constitution, the proceeds of which are used to fund the LRIP Grant, and any bonds issued to refund or replace such bonds.

“Grant Application” - means the grant application that the Public Entity submitted to MnDOT which is attached as **Exhibit D**.

“LRIP Grant” - means a grant from MnDOT to the Public Entity under the LRIP in the amount specified in the Agreement, as such amount may be modified under the provisions hereof.

“LRIP” - means the Local Bridges Replacement Program pursuant to Minn. Stat. Sec. 174.50 and rules relating thereto.

“MnDOT” - means the Minnesota Department of Transportation.

“Outstanding Balance of the LRIP Grant” - means the portion of the LRIP Grant that has been disbursed to the Public Entity minus any amounts returned to the Commissioner.

“Project” - means the Project identified in the Agreement to be totally or partially funded with a LRIP grant.

“Public Entity” - means the grantee of the LRIP Grant and identified as the Public Entity in the Agreement.

“Real Property” - means the real property identified in the Agreement on which the Project is located.

Article II GRANT

Section 2.01 **Grant of Monies.** MnDOT shall make the LRIP Grant to the Public Entity, and disburse the proceeds in accordance with the terms and conditions herein.

Section 2.02 **Public Ownership.** The Public Entity acknowledges and agrees that the LRIP Grant is being funded with the proceeds of G.O. Bonds, and as a result all of the Real Property must be owned by one or more public entities. The Public Entity represents and warrants to MnDOT that it has one or more of the following ownership interests in the Real Property: (i) fee simple ownership, (ii) an easement that is for a term that extends beyond the date that is 37.5 years from the Agreement effective date, or such shorter term as authorized by statute, and which cannot be modified or terminated early without the prior written consent of MnDOT and the Commissioner; and/or (iii) a prescriptive easement for a term that extends beyond the date that is 37.5 years from the Agreement effective date.

Section 2.03 **Use of Grant Proceeds.** The Public Entity shall use the LRIP Grant solely to reimburse itself for expenditures it has already made, or will make, to pay the costs of one or more of the following activities: (i) constructing or reconstructing a bridge, (ii) preliminary engineering and environmental studies authorized under Minn. Stat. Sec. 174.50, subdiv. 6a, (iii) abandoning an existing bridge that is deficient and in need of replacement, but where no replacement will be made, or (iv) constructing a road to facilitate the abandonment or removal of an existing bridge determined to be deficient. The Public Entity shall not use the LRIP Grant for any other purpose, including but not limited to, any work to be done on a state trunk highway or within a trunk highway easement.

Section 2.04 **Operation of the Real Property.** The Real Property must be used by the Public Entity in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street and for other uses customarily associated therewith, such as trails and utility corridors, and for no other purposes or uses. The Public Entity shall have no intention on the effective date of the Agreement to use the Real Property as a trunk highway or any part of a trunk highway. The Public Entity must annually determine that the Real Property is being used for the purposes specified in this Section and, upon written request by either MnDOT or the Commissioner, shall supply a notarized statement to that effect.

Section 2.05 **Sale or Lease of Real Property.** The Public Entity shall not (i) sell or transfer any part of its ownership interest in the Real Property, or (ii) lease out or enter into any contract that would allow another entity to use or operate the Real Property without the written consent of both MnDOT and the Commissioner. The sale or transfer of any part of the Public Entity's ownership interest in the Real Property, or any lease or contract that would allow another entity to use or operate the Real Property, must comply with the requirements imposed by Minn. Stat. Sec. 16A.695 and the Commissioner's Order regarding such sale or lease.

Section 2.06 **Public Entity's Representations and Warranties.** The Public Entity represents and warrants to MnDOT that:

- A. It has legal authority to execute, deliver and perform the Agreement and all documents referred to therein, and it has taken all actions necessary to its execution and delivery of such documents.
- B. It has the ability and a plan to fund the operation of the Real Property for the purposes specified in Section 2.04, and will include in its annual budget all funds necessary for the operation of the Real Property for such purposes.
- C. The Agreement and all other documents referred to therein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.
- D. It will comply with all of the provisions of Minn. Stat. Sec. 16A.695, the Commissioner's Order and the LRIP. It has legal authority to use the G.O. Grant for the purpose or purposes described in this agreement.
- E. All of the information it has submitted or will submit to MnDOT or the Commissioner relating to the LRIP Grant or the disbursement of the LRIP Grant is and will be true and correct.
- F. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property, or its ownership interest therein, 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 the Agreement or any document referred to herein, or to perform any of the acts required of it in such documents.
- G. Neither the execution and delivery of the Agreement or any document referred to herein nor compliance with any of the provisions or requirements of any of such documents is prevented

by, is a breach of, or will result in a breach of, any provision of any agreement or document to which it is now a party or by which it is bound.

- H. The contemplated use of the Real Property will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.
- I. The Project will be completed and the Real Property will be operated in full compliance with all applicable laws, rules, ordinances, and regulations of any federal, state, or local political subdivision having jurisdiction over the Project and the Real Property.
- J. All applicable licenses, permits and bonds required for the performance and completion of the Project and for the operation of the Real Property as specified in Section 2.04 have been, or will be, obtained.
- K. It reasonably expects to possess its ownership interest in the Real Property described in Section 2.02 for at least 37.5 years, and it does not expect to sell such ownership interest.
- L. It does not expect to lease out or enter into any contract that would allow another entity to use or operate the Real Property.
- M. It will supply whatever funds are needed in addition to the LRIP Grant to complete and fully pay for the Project.
- N. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date and all such items will be situated entirely on the Real Property.
- O. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.
- P. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either MnDOT or the Commissioner.
- Q. It has made no material false statement or misstatement of fact in connection with its receipt of the G.O. Grant, and all the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the G.O. Grant or the disbursement of any of the G.O. Grant is and will be true and correct.

Section 2.07 Event(s) of Default. The following events shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement upon either MnDOT or the Commissioner giving the Public Entity 30 days' written notice of such event and the Public Entity's failure to cure such event during such 30-day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default; however, in no event shall the time period to cure any Event of Default exceed six (6) months unless otherwise consented to, in writing, by MnDOT and the Commissioner.

- A. If any representation, covenant, or warranty made by the Public Entity herein or in any other document furnished pursuant to the Agreement, or to induce MnDOT to disburse the LRIP

Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

- B. If the Public Entity fails to fully comply with any provision, covenant, or warranty contained herein.
- C. If the Public Entity fails to fully comply with any provision, covenant or warranty contained in Minn. Stat. Sec. 16A.695, the Commissioner's Order, or Minn. Stat. Sec. 174.50 and all rules related thereto.
- D. If the Public Entity fails to use the proceeds of the LRIP Grant for the purposes set forth in Section 2.03, the Grant Application, and in accordance with the LRIP.
- E. If the Public Entity fails to operate the Real Property for the purposes specified in Section 2.04.
- F. If the Public Entity fails to complete the Project by the Completion Date.
- G. If the Public Entity sells or transfers any portion of its ownership interest in the Real Property without first obtaining the written consent of both MnDOT and the Commissioner.
- H. If the Public Entity fails to provide any additional funds needed to fully pay for the Project.
- I. If the Public Entity fails to supply the funds needed to operate the Real Property in the manner specified in Section 2.04.

Notwithstanding the foregoing, any of the above events that cannot be cured shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement immediately upon either MnDOT or the Commissioner giving the Public Entity written notice of such event.

Section 2.08 **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 MnDOT, MnDOT or the Commissioner may enforce any or all of the following remedies.

- A. MnDOT may refrain from disbursing the LRIP Grant; provided, however, MnDOT may make such disbursements after the occurrence of an Event of Default without waiving its rights and remedies hereunder.
- B. If the Event of Default involves a sale of the Public Entity's interest in the Real Property in violation of Minn. Stat. Sec. 16A.695 or the Commissioner's Order, the Commissioner, as a third party beneficiary of the Agreement, may require that the Public Entity pay the amounts that would have been paid if there had been compliance with such provisions. For other Events of Default, the Commissioner may require that the Outstanding Balance of the LRIP Grant be returned to it.
- C. Either MnDOT or the Commissioner, as a third party beneficiary of the Agreement, may enforce any additional remedies it may have in law or equity.

The rights and remedies specified herein are cumulative and not exclusive of any rights or remedies that MnDOT or the Commissioner would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained herein within 30 days of demand by the Commissioner, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor of MnDOT and/or the Commissioner, then such amount may, unless precluded by law, be offset against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 Notification of Event of Default. The Public Entity shall furnish to MnDOT and the Commissioner, as soon as possible and in any event within seven (7) days after it has obtained knowledge of the occurrence of each Event of Default, a statement setting forth details of each Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 Effect of Event of Default. The Agreement shall survive Events of Default and remain in full force and effect, even upon full disbursement of the LRIP Grant, and shall only be terminated under the circumstances set forth in Section 2.11.

Section 2.11 Termination of Agreement and Modification of LRIP Grant.

A. If the Project is not started within five (5) years after the effective date of the Agreement or the LRIP Grant has not been disbursed within four (4) years after the date the Project was started, MnDOT's obligation to fund the LRIP Grant shall terminate. In such event, (i) if none of the LRIP Grant has been disbursed by such date, MnDOT shall have no obligation to fund the LRIP Grant and the Agreement will terminate, and (ii) if some but not all of the LRIP Grant has been disbursed by such date, MnDOT shall have no further obligation to provide any additional funding for the LRIP Grant and the Agreement shall remain in force but shall be modified to reflect the amount of the LRIP Grant that was actually disbursed and the Public Entity is still obligated to complete the Project by the Completion Date.

B. The Agreement shall terminate upon the Public Entity's sale of its interest in the Real Property and transmittal of the required portion of the proceeds of the sale to the Commissioner in compliance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order, or upon the termination of the Public Entity's ownership interest in the Real Property if such ownership interest is an easement.

Section 2.12 Excess Funds. If the full amount of the G.O. Grant and any matching funds referred to in Section 5.13 are not needed to complete the Project, then, unless language in the G.O. Bonding Legislation indicates otherwise, the G.O. Grant shall be reduced by the amount not needed.

**Article III
COMPLIANCE WITH MINN. STAT. SEC. 16A.695
AND THE COMMISSIONER'S ORDER**

Section 3.01 State Bond Financed Property. The Public Entity acknowledges that its interest in the Real Property is, or when acquired by it will be, "state bond financed property", as such term is used in Minn. Stat. Sec. 16A.695 and the Commissioner's Order and, therefore, the provisions contained in such statute and order apply, or will apply, to its interest in the Real Property, even if the LRIP Grant will only pay for a portion of the Project.

Section 3.02 Preservation of Tax Exempt Status. In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

- A. It will not use the Real Property or use or invest the LRIP Grant or any other sums treated as “bond proceeds” under Section 148 of the Code (including “investment proceeds,” “invested sinking funds” and “replacement proceeds”) in such a manner as to cause the G.O. Bonds to be classified as “arbitrage bonds” under Code Section 148.
- B. It will deposit and hold the LRIP Grant in a segregated non-interest-bearing account until such funds are used for payments for the Project.
- C. It will, upon written request, provide the Commissioner all information required to satisfy the informational requirements set forth in the Code, including Sections 103 and 148, with respect to the G.O. Bonds.
- D. It will, upon the occurrence of any act or omission by the Public Entity that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner, take such actions and furnish such documents as the Commissioner determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include: (i) compliance with proceedings intended to classify the G.O. Bonds as a “qualified bond” within the meaning of Code Section 141(e), or (ii) changing the nature of the use of the Real Property so that none of the net proceeds of the G.O. Bonds will be deemed to be used, directly or indirectly, in an “unrelated trade or business” or for any “private business use” within the meaning of Code Sections 141(b) and 145(a).
- E. It will not otherwise use any of the LRIP Grant or take, permit or cause to be taken, or omit to take, any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, and if it should take, permit or cause to be taken, or omit to take, as appropriate, any such action, it shall take all lawful actions necessary to correct such actions or omissions promptly upon obtaining knowledge thereof.

Section 3.03 **Changes to G.O. Compliance Legislation or the Commissioner’s Order.** If Minn. Stat. Sec. 16A.695 or the Commissioner’s Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity’s interest in the Real Property becomes exempted from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order, then upon written request by the Public Entity, MnDOT shall execute an amendment to the Agreement to implement such amendment or exempt the Public Entity’s interest in the Real Property from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order.

**Article IV
DISBURSEMENT OF GRANT PROCEEDS**

Section 4.01 **The Advances.** MnDOT agrees, on the terms and subject to the conditions set forth herein, to make Advances of the LRIP Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the LRIP Grant. If the amount of LRIP Grant that MnDOT cumulatively disburses hereunder to the Public Entity is less than the amount of the LRIP Grant delineated in Section 1.01, then MnDOT and the Public Entity shall enter into and execute whatever documents MnDOT may request in order to amend or modify this Agreement to reduce the amount of the LRIP Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, MnDOT’s obligation to make Advances shall terminate as of the dates specified in Section 2.11 even if the entire LRIP Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for those items of a capital nature delineated in

Source and Use of Funds that is attached as **Exhibit A**, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the LRIP Grant, or (iii) have otherwise been consented to, in writing, by the Commissioner.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 5.13. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 5.13 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1:

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of matching funds, if any, required under Section 5.13 that have been disbursed})$$

Formula #2:

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of Project completed})$$

Section 4.02 **Draw Requisitions.** Whenever the Public Entity desires a disbursement of a portion of the LRIP Grant the Public Entity shall submit to MnDOT a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and MnDOT, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to MnDOT, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Real Property will be made by MnDOT unless the Public Entity shall advise MnDOT, in writing, of its intention to so store materials prior to their delivery and MnDOT has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to MnDOT such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

The final Draw Requisition shall not be submitted before completion of the Project, including any correction of material defects in workmanship or materials (other than the completion of punch list items). At the time of submission of the final Draw Requisition the Public Entity shall submit to MnDOT: (i) such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities and that all requisite certificates and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and MnDOT approves the relevant Draw Requisition, then MnDOT shall disburse the amount of the requested Advance to the Public Entity.

Section 4.03 **Additional Funds.** If MnDOT shall at any time in good faith determine that the sum of the undisbursed amount of the LRIP Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be

anticipated in connection with the Project, then MnDOT may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in MnDOT's notice.

Section 4.04 **Condition Precedent to Any Advance.** The obligation of MnDOT to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

- A. MnDOT shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the amount of the LRIP Grant set forth in Section 1.01.
- B. No Event of Default under this Agreement or event which would constitute 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.
- C. No determination shall have been made by MnDOT that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 4.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to MnDOT that sufficient funds are available.
- D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.
- E. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require

Section 4.05 **Processing and Disbursement of Advances.** The Public Entity acknowledges and agrees as follows:

- A. Advances are not made prior to completion of work performed on the Project.
- B. All Advances are processed on a reimbursement basis.
- C. The Public Entity must first document expenditures to obtain an Advance.
- D. Reimbursement requests are made on a partial payment basis or when the Project is completed.
- E. All payments are made following the "Delegated Contract Process or State Aid Payment Request" as requested and approved by the appropriate district state aid engineer.

Section 4.06 **Construction Inspections.** The Public Entity shall be responsible for making its own inspections and observations regarding the completion of the Project, and shall determine to its own satisfaction that all work done or materials supplied have been properly done or supplied in accordance with all contracts that the Public Entity has entered into regarding the completion of the Project.

Article V
MISCELLANEOUS

Section 5.01 **Insurance.** If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property, then the Public Entity shall have MnDOT named as an additional named insured therein.

Section 5.02 **Condemnation.** If, after the Public Entity has acquired the ownership interest set forth in Section 2.02, all or any portion of the Real Property is condemned to an extent that the Public Entity can no longer comply with Section 2.04, then the Public Entity shall, at its sole option, either: (i) use the condemnation proceeds to acquire an interest in additional real property needed for the Public Entity to continue to comply with Section 2.04 and to provide whatever additional funds that may be needed for such purposes, or (ii) submit a request to MnDOT and the Commissioner to allow it to sell the remaining portion of its interest in the Real Property. Any condemnation proceeds which are not used to acquire an interest in additional real property shall be applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order as if the Public Entity's interest in the Real Property had been sold. If the Public Entity elects to sell its interest in the portion of the Real Property that remains after the condemnation, such sale must occur within a reasonable time period after the date the condemnation occurred and the cumulative sum of the condemnation and sale proceeds applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

If MnDOT receives any condemnation proceeds referred to herein, MnDOT agrees to or pay over to the Public Entity all of such condemnation proceeds so that the Public Entity can comply with the requirements of this Section.

Section 5.03 **Use, Maintenance, Repair and Alterations.** The Public Entity shall not, without the written consent of MnDOT and the Commissioner, (i) permit or allow the use of any of the Real Property for any purpose other than the purposes specified in Section 2.04, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in Section 2.04, (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property in accordance with this Section, MnDOT may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Public Entity irrevocably authorizes MnDOT to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by MnDOT shall be at its sole discretion, and nothing contained herein shall require MnDOT to take any action or incur any expense and MnDOT shall not be responsible, or liable to the Public Entity or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by MnDOT pursuant to this Section shall be due and payable on demand by MnDOT and will bear interest from the date of payment by MnDOT at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

Section 5.04 **Recordkeeping and Reporting.** The Public Entity shall maintain books and records pertaining to Project costs and expenses needed to comply with the requirements contained herein, Minn. Stat. Sec. 16A.695, the Commissioner's Order, and Minn. Stat. Sec. 174.50 and all rules related thereto, and upon request shall allow MnDOT, its auditors, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract all of such items. The

Public Entity shall use generally accepted accounting principles in the maintenance of such items, and shall retain all of such books and records for a period of six years after the date that the Project is fully completed and placed into operation.

Section 5.05 **Inspections by MnDOT.** The Public Entity shall allow MnDOT to inspect the Real Property upon reasonable request by MnDOT and without interfering with the normal use of the Real Property.

Section 5.06 **Liability.** The Public Entity and MnDOT agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of MnDOT and the Commissioner is governed by the provisions of Minn. Stat. Sec. 3.736. If the Public Entity is a “municipality” as that term is used in Minn. Stat. Chapter 466, then the liability of the Public Entity is governed by the provisions of Chapter 466. The Public Entity’s liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusion from coverage in any insurance policy.

Section 5.07 **Relationship of the Parties.** Nothing contained in the Agreement is to be construed as establishing a relationship of co-partners or joint venture among the Public Entity, MnDOT, or the Commissioner, nor shall the Public Entity be considered to be an agent, representative, or employee of MnDOT, the Commissioner, or the State of Minnesota in the performance of the Agreement or the Project.

No employee of the Public Entity or other person engaging in the performance of the Agreement or the Project shall be deemed have any contractual relationship with MnDOT, the Commissioner, or the State of Minnesota and shall not be considered an employee of any of those entities. Any claims that may arise on behalf of said employees or other persons out of employment or alleged employment, including claims under the Workers’ Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity or its officers, agents, contractors, or employees shall in no way be the responsibility of MnDOT, the Commissioner, or the State of Minnesota. Such employees or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from MnDOT, the Commissioner, or the State of Minnesota, including tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 5.08 **Notices.** In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the address of the party specified below or to such different address as may in the future be specified by a party by written notice to the others:

To the Public Entity: At the address indicated on the first page of the Agreement.

To MnDOT at: Minnesota Department of Transportation
Office of State Aid
395 John Ireland Blvd., MS 500
Saint Paul, MN 55155
Attention: Patti Loken, State Aid Programs Engineer

To the Commissioner at: Minnesota Management & Budget
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner

Section 5.09 **Assignment or Modification.** Neither the Public Entity nor MnDOT may assign any of its rights or obligations under the Agreement without the prior written consent of the other party.

Section 5.10 **Waiver.** Neither the failure by the Public Entity, MnDOT, or the Commissioner, as a third party beneficiary of the Agreement, in one or more instances to insist upon the complete observance or performance of any provision hereof, nor the failure of the Public Entity, MnDOT, or the Commissioner to exercise any right or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such provision or the right to exercise such right or remedy thereafter. In addition, no delay by any of the Public Entity, MnDOT, or the Commissioner in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 5.11 **Choice of Law and Venue.** All matters relating to the validity, interpretation, performance, or enforcement of the Agreement shall be determined in accordance with the laws of the State of Minnesota. All legal actions arising from any provision of the Agreement shall be initiated and venued in the State of Minnesota District Court located in St. Paul, Minnesota.

Section 5.12 **Severability.** If any provision of the Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 5.13 **Matching Funds.** Any matching funds as shown on Page 1 of the Grant Agreement that are required to be obtained and supplied by the Public Entity must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to MnDOT whatever documentation MnDOT may request to substantiate the availability and source of any matching funds.

Section 5.14 **Sources and Uses of Funds.** The Public Entity represents to MnDOT and the Commissioner that the Sources and Uses of Funds Schedule attached as **Exhibit A** accurately shows the total cost of the Project and all of the funds that are available for the completion of the Project. The Public Entity will supply any other information and documentation that MnDOT or the Commissioner may request to support or explain any of the information contained in the Sources and Uses of Funds Schedule. If any of the funds shown in the Sources and Uses of Funds Schedule have conditions precedent to the release of such funds, the Public Entity must provide to MnDOT a detailed description of such conditions and what is being done to satisfy such conditions.

Section 5.15 **Project Completion Schedule.** The Public Entity represents to MnDOT and the Commissioner that the Project Completion Schedule attached as **Exhibit B** correctly and accurately sets forth the projected schedule for the completion of the Project.

Section 5.16 **Third-Party Beneficiary.** The Governmental Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 5.17 **Public Entity Tasks.** Any tasks that the Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 5.18 **Data Practices.** The Public Entity agrees with respect to any data that it possesses regarding the G.O. Grant or the Project to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as such may subsequently be amended or replaced from time to time.

Section 5.19 **Non-Discrimination.** The Public Entity agrees to not engage in discriminatory employment practices regarding the Project and it shall fully comply with all of the provisions contained in Minnesota Statutes Chapters 363A and 181, as such may subsequently be amended or replaced from time to time.

Section 5.20 **Worker's Compensation.** The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. Secs. 176.181 subd. 2 and 176.182, as they may be amended or replaced from time to time with respect to the Project.

Section 5.21 **Antitrust Claims.** The Public Entity hereby assigns to MnDOT and the Commissioner of MMB all claims it may have for over charges as to goods or services provided with respect to the Project that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 5.22 **Prevailing Wages.** The Public Entity agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. Secs. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the Project. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project.

Section 5.23 **Entire Agreement.** The Agreement and all of the exhibits attached thereto embody the entire agreement between the Public Entity and MnDOT, and there are no other agreements, either oral or written, between the Public Entity and MnDOT on the subject matter hereof.

Section 5.24 **E-Verification.** The Public Entity agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

Section 5.25 **Jobs Reporting Requirements.** Pursuant to Minn. Stat. § 16A.633, Subd. 4, the Public Entity shall collect, maintain and, upon completion of the Project, provide the information indicated in **Exhibit G** of this Agreement, to the Commissioner of MMB. The information must include, but is not limited to, the following: the number and types of jobs created by the Project, whether the jobs are new or retained where the jobs are located and the pay ranges of the jobs.

Section 5.26 **Additional Requirements.** The Public Entity has obtained a Bridge Easement ("Easement") from Soo Line Railroad Company, a Minnesota corporation doing business as Canadian Pacific (the "Grantor"), allowing it to locate the Project, or portions thereof, in the Grantor's railroad right of way. The Public Entity shall obtain the Commissioner's prior written consent to any proposed changes or modifications to the Easement, and shall notify the Commissioner in the event of a termination of the Easement pursuant to the terms thereof.

EXHIBIT G

MINNESOTA REPORT ON JOBS

Jobs Reporting.

(a) Pursuant to M.S. Sec. 16A.633, subd. 4, which was added during the 2012 legislative session, MnDOT is required to report the number of jobs created or retained by the Project. To enable MnDOT to comply with M.S. Sec. 16A.633, subd. 4, the Public Entity is required to report the number of jobs created or retained by the Project to MnDOT as set forth below.

(b) The Public Entity shall require all of its contractors to report the information below to the Public Entity. The Public Entity shall then report to MnDOT. Information can be recorded by MnDOT in an Excel document that can be downloaded into the report by Minnesota Management and Budget. Each report must contain the following:

- (1) The name of the Project.
- (2) The MnDOT's contract number, if applicable.
- (3) Reporting period. The appropriate biennium is to be selected.
- (4) The Agency Number. This will complete the next column with Agency Name.
- (5) Legal Citation for the Authorization.
- (6) Department ID responsible for the Project.
- (7) The Appropriation for the Project.
- (8) The Appropriation Amount.
- (9) Project Start Date.
- (10) Project Completion Date.

- (11) The County where the Project is located or, if it is located in more than one county, where it is primarily located.
- (12) Funding Source for Project. The selection will be either Trunk Highway Bonds or General Obligation Bonds.
- (13) Job Type. Jobs should be classified as either (i) engineering/professional, (ii) construction, or (iii) other. Manager and supervisor jobs shall be classified as category (i), (ii) or (iii) based on the nature of the work those individuals spent the majority of their time overseeing.
- (14) Hourly Wages. Jobs should be classified according to the hourly pay ranges below. Overhead or indirect costs or the value of pensions or other benefits should not be included in wages.
 - (i) less than \$10.00,
 - (ii) \$10.01 to \$15.00,
 - (iii) \$15.01 to \$20.00,
 - (iv) \$20.01 to \$25.00,
 - (v) \$25.01 to \$30.00,
 - (vi) \$30.01 to \$35.00,
 - (vii) \$35.01 to \$40.00, or
 - (viii) more than \$40.00.
- (15) Jobs.
 - a. Jobs should be classified as either (i) jobs created or (ii) jobs retained; they will not be counted as both. A “job created” is a new position created and filled, or an existing unfilled position that is filled, because of the Project. A “job retained” means a job at a specific wage level that existed prior to beginning the Project that would have been lost but for the Project. Only jobs in Minnesota should be counted.
 - b. Jobs should be expressed in “full-time equivalents” (FTE). In calculating an FTE, the number of hours worked during the Reporting Period should be divided by 1,040 (the number of hours representing a full work schedule in a Reporting Period). Jobs should be reported regardless of when the Project or an individual’s employment began or ended. Jobs are to be calculated based on hours worked in the current Reporting Period only, so that reporting is not cumulative.
 - c. Jobs should not be separated into full-time, part-time, temporary, seasonal, etc. Instead, all hours should be totaled and converted into FTEs as indicated above.

(c) Each contractor will report its workforce and the workforce of its subcontractors active during the Reporting Period. This includes employees actively engaged in the Project who work on the jobsite, in the Project office, in the home office or telecommute from home or other alternative office location. This includes, but is not limited to, any engineering personnel, inspectors, sampling and testing technicians, and lab technicians performing work directly in support of the Project. This does not include material suppliers such as steel, culverts, guardrail and tool suppliers. Only hours that relate to time spent on the Project should be reported.

(d) The Public Entity must incorporate these reporting requirements into its contracts with its contractors (in part so that contractors can add the requirements to their contracts with subcontractors and impose deadlines on reporting by subcontractors).

(c) To distinguish the jobs reported by contractors that were funded by the Grant, the Public Entity must multiply the job numbers reported by each contractor in each category above by the percentage of total Project costs funded by the Grant (e.g., if the Grant was 40% of total Project costs, the Public Entity should multiply the jobs numbers given in each category by 40% to arrive at the number of jobs funded by the Grant) and it is those numbers that should be reported to MnDOT.

MnDOT reporting to MMB:

- Data on jobs reporting information can be updated on an ongoing basis through the MMB Jobs Reporting System at <https://www.mmb.state.mn.us/JobsReporting/>.

BRIDGE EASEMENT

Date: _____, 2016.

In consideration of the sum of TEN and No/100 Dollars (\$10.00), the receipt whereof is hereby acknowledged,

SOO LINE RAILROAD COMPANY, a Minnesota corporation doing business as Canadian Pacific, of 120 South Sixth Street, Suite 900, Minneapolis, Minnesota 55402, ("**Grantor**")

hereby grants, conveys and transfers unto

THE CITY OF PLYMOUTH, a municipal corporation under the laws of Minnesota ("**Grantee**"),

a Bridge Easement ("**Easement**") described and conditioned as follows:

1.0 **DESCRIPTION OF PROPERTY:**

Parcel 13 PE:

The West 55.00 feet of a strip of land 100.00 feet in width the same being 50.00 feet in width on each side of the center line of the railway as the same is located over and across the Northwest Quarter of Section 9, Township 118, Range 22, Hennepin County, Minnesota.

Parcel 75E:

The East 55.00 feet of a strip of land 100.00 feet in width the same being 50.00 feet in width on each side of the center line of the railway as the same is located over and across the North Half of the Northeast Quarter of Section 8, Township 118, Range 22, Hennepin County, Minnesota.

and shown upon the maps labeled Exhibit A that are attached hereto and are made a part hereof.

2.0 **PURPOSES:** The Easement shall be limited to the installation, construction, maintenance, repair, replacement, and use of an overhead bridge (the “**Bridge**”) for use by the public, including vehicular traffic, pedestrian traffic and public utilities through the Easement Area and over Grantor’s railroad right-of-way tracks.

3.0 **RESERVATIONS:** Grantor reserves unto itself, and its successors and assigns:

3.1 fee title to the Easement Area to itself; Grantee's maintenance and use of the Easement Area, however long continued, shall not vest in the Grantee rights adverse to those of the Grantor other than those granted by this Agreement;

3.2 the right and privilege to use Easement Area for the maintenance, construction, and operation of railroad tracks and facilities provided it does not unreasonably interfere with Grantee’s use of the Easement Area pursuant to this Agreement;

3.3 the right to permit other parties to use the Easement Area in a manner that does not unreasonably interfere with the Grantee’s use of the Easement Area pursuant to this Agreement;

3.4 the right of incidental use of the Easement Area in a manner that does not unreasonably interfere with the Grantee’s use of the Easement Area pursuant to this Agreement; and

3.5 the right and privilege to use the Easement Area for any and all other purposes that are not inconsistent with the use thereof for the purpose or purposes permitted by this Agreement or which unreasonably interferes with or restricts the rights granted to Grantee.

4.0 **TERM, TERMINATION AND EXPIRATION:**

4.1 This Easement shall remain in effect so long as required by Grantee for Bridge purposes unless terminated as follows:

4.1.1 **Abandonment:** In the event Grantee fails to use or occupy any part of the Easement Area for a period of twenty-four (24) consecutive months and Grantor serves upon Grantee a written notice alleging such failure. If Grantee, does not refute said allegation or reinstitute its use of the Bridge within 30 days following receipt of said written notice, then Grantee shall be deemed to have agreed with Grantor’s allegations and the Easement shall therewith be extinguished. The mere presence of the Bridge shall not be deemed “use” for the purposes of abandonment.

- 4.1.2 Removal: In the event Grantee substantially removes the Bridge with the intent of not replacing it, then the Easement shall therewith be extinguished.
- 4.1.3 Breach: If Grantee is unable or unwilling to cure a breach of any of the provisions of this Agreement within thirty (30) days (or such longer period as may be reasonably required if Grantee promptly initiates the cure and diligently prosecutes the cure to completion) following receipt of an order for specific performance from Grantor detailing such breach, then this Easement shall therewith be terminated. The foregoing shall be subject, however, to reasonable seasonal accommodations for any physical work to the Bridge required to cure a breach.

5.0 **BRIDGE CONSTRUCTION, MAINTENANCE AND REMOVAL WORK:**

- 5.1 The initial construction of the Bridge will governed pursuant to a separate agreement between the parties, the "Construction Agreement." No Bridge construction shall commence until said Construction Agreement has been executed by both parties.
- 5.2 Any construction, maintenance, removal or other changes or modifications to the Bridge or the "Structure" (the Bridge, excluding the roadway surface) made after completion of the Bridge's initial construction shall be subject to the following:
 - 5.2.1 Division of Responsibility: Grantee shall be responsible, at its cost and expense, for all work necessary to install, construct, maintain, repair, replace and remove the Bridge.
 - 5.2.2 Structure work by Grantee:
 - a. As used herein, "Work," shall mean maintenance, repair, removal, changing or renewal of the Structure.
 - b. Grantee, shall secure all necessary public approvals and permits for any Work on the Structure in the Easement Area.
 - c. Prior to any Work, Grantee shall be responsible for determining the location and existence of any pipes, wires, conduits, sewers, piling or other obstructions to Work and shall to the maximum extent permitted by law indemnify, hold harmless and defend the Grantor from and against any and all liability for damage to the foregoing pipes, wires, conduits, sewers, piling

or other obstructions, if any, caused by Grantee's Work. Grantor makes no representation by the granting of this indenture that the Easement Area is free of any such pipes, wires, conduits, sewers, pilings or other obstructions.

- d. Grantee through its employees or its contractors shall not carry on any Work within 25 feet of the center line of Grantor's track until:
- (1) it shall have given Grantor at least three (3) days' written notice, and
 - (2) an authorized representative of Grantor shall, at Grantor's election, be present to supervise same; and
 - (3) Grantee must make arrangements with Grantor for such flagging or watchman service as Grantor deems necessary for the protection of railroad traffic. All such flagging and watchman service shall be provided by Grantor at Grantee's expense. The fact that Grantor provides such service shall not relieve Grantee from any liability under this Agreement. Grantor's labor and material additives are subject to change without notice to Grantee, and Grantor shall be reimbursed based upon its labor and material additives actually in effect as of the date of such service.
 - (4) While performing any Work on the Structure, Grantee and its contractors shall comply with the safety requirements of Grantor, as such requirements may be amended from time to time Grantor's safety requirements are set forth "Exhibit B" titled "MINIMUM SAFETY REQUIREMENTS FOR CONTRACTORS WORKING ON RAILWAY PREMISES" and in Grantor's current safety handbook. One free copy of the current safety handbook will be provided to the Grantee by the Grantor contact person. Additional copies will be provided at Grantee's expense. Grantee shall be responsible for ensuring that any person performing any Work for or on behalf of Grantee shall comply with the Grantor safety requirements that would apply to a employee of Grantor performing similar work.
 - (5) Prior to the commencement of any Work, Grantee and every employee, agent or subcontractor who carries out any work on the Premises shall successfully complete the safety training available through the e-railsafe program at www.e-railsafe.com in respect to requirements for Canadian Pacific operations.
 - (6) Grantee and every employee, agent or subcontractor who performs Work on the Structure shall at all times wear and visibly display the identification badge issued to them following successful completion of the e-railsafe

safety training together with whatever additional identification materials that Grantor may reasonably require.

- (7) Grantee, for itself and any of its contractors agrees to release, indemnify, defend and hold harmless grantor and grantor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees and agents (collectively, "Indemnitees") for, from and against any and all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments and expenses (including, without limitation, court costs, attorneys' fees and costs of investigation, removal and remediation and governmental oversight costs) environmental or otherwise (collectively, "liabilities") of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) any of the following:

5.3 Certain Work Close To Track Not Permitted; Lateral Support:

5.3.1 Unless otherwise agreed to in writing by Grantor, excavations, borings, wells, pits, test holes, probe sites, and the like shall not be located closer than 25 feet from the centerline of the nearest railroad track on or adjacent to the Property nor shall it take or allow any action upon the Property that would materially impair the lateral or subadjacent support of adjacent lands or railroad tracks.;

5.3.2 Unless otherwise agreed to in writing by Grantor, drilling and excavating equipment and related equipment shall not be located closer than 25 feet from the nearest rail of any such track;

5.3.3 In the event that Grantor permits excavations, borings, wells, pits, test holes, probe sites, or the like in close proximity to tracks, embankments or other features providing lateral or subadjacent support to land or tracks, then notwithstanding anything to the contrary in this Easement Agreement, Grantee shall be responsible for designing and constructing at no cost to Grantor any measure that is required to prevent the collapse, erosion or impairment to said land or tracks.

5.4. Storm Water: Grantee shall not, without the advance written approval of Grantor, make any changes to the Easement Area or Grantor's adjacent property (collectively "Property") that would either increase the historic flow rate of storm water from the Property or create an impediment to the historic flow of storm water to the Property. Unless otherwise agreed in writing, between Grantor and the Grantee it is understood and agreed that Grantee shall at Grantee's cost and expense be liable to Grantor for the

construction, maintenance, repair and replacement upon the Property or other land not belonging to Grantor such storm sewer lines, manholes, mains, rip rap, boulders, wing walls, ditches and related appurtenances.

6.0 **TAXES AND ASSESSMENTS:** Grantee shall assume and pay any taxes or assessments which may be levied by any competent authority by reason of the existence or use of the Easement Area by Grantee or the presence of the Bridge.

7.0 **LIABILITY, INDEMNITY AND INSURANCE:**

7.1 **Damage To Tracks, Facilities, And Equipment:**

If any tracks, facilities, or equipment owned, used, or maintained by Grantor are damaged in connection with the Work, Grantor shall repair (or arrange for the repair of) such damage and Grantee shall pay the full cost of such repair within 30 days after Grantor shall tender a bill therefor.

7.2. **Assumption Of Risk:** Grantee is fully aware of the dangers of working on and about railroad property and railroad operations and knowingly and willingly assumes the risk of harm (e.g., injury to or death of persons and damage to or destruction of property) that may occur while on and about the Property. Without in any way limiting the scope of the preceding sentence, Grantee assumes the risk that monitoring wells, elevation bench marks, reference points, and other installations located on the Property may be disturbed, damaged, or destroyed by Grantor or third persons, and Grantee shall not make any claim against Grantor on account of same, even if such disturbance, damage, or destruction arises from the negligence of Grantor or its employees, agents, or invitees. Grantee assumes full responsibility for protecting its installations and personal property from theft and vandalism while such installations and personal property are on the Property.

7.3. **Indemnity:**

Subject to the limitations and immunities in Minnesota Statute Chapter 466, the Grantee shall fully indemnify the Indemnified Parties (as hereafter defined) against any and all loss, damage, liability, claims, suits, judgments, cost and expenses (including reasonable attorneys' and witnesses' fees) in any manner arising (a) from injuries sustained by the Grantee or any of the Grantee's employees, contractor or contractors or invitees, including death at any time resulting therefrom, while engaged in or about any of the above described activities or any operation necessary, incidental or appurtenant thereto, whether liability for such injuries or death be imposed under any so-called Workers' Compensation Law, or State or Federal Statute of the Common Law, and (b) from injury to or death of any other person, including that of the Indemnities, its employee, agents and representatives, arising from or growing out of any act or omission of the Grantee, or the Grantee's employees, contractor or contractors, or invites in the exercise of the permission herein granted.

Easement As used in this Agreement, Indemnified Parties means the following businesses and their officers, directors, employees, and agents: Soo Line Railroad Company, Soo Line Corporation, Canadian Pacific Railway Company, any company doing business as Canadian Pacific Railway, and any railway company or contractor operating trains or rail equipment upon railway tracks in close proximity to the Property, together with the parent companies, subsidiaries, and affiliated companies of all of the foregoing.

7.4 In consideration for the grant of the Easement, without which it would not be granted, Grantee assumes all risk of damage to or destruction of the Bridge through any cause whatsoever while located upon and across the Easement Area, except from Grantor's willful malicious misconduct and covenants not to sue Grantor therefor.

7.5 Grantee shall procure and maintain in effect (or shall cause its contractor to procure and maintain in effect), at any time when any portion of the Work is being performed, the following insurance:

7.5.1. Comprehensive General Liability Insurance: Comprehensive general liability insurance with a policy limit of not less than \$5,000,000 per occurrence and \$25,000,000 aggregate for bodily injury, death, and damage to or destruction of property (including the loss of use thereof). The policy will include those policy extensions commonly referred to as broad form completed operations, contractor's protective, collapse, and underground damage. The policy shall by its wording or by endorsement insure those liabilities and obligations which this Agreement contemplates will be assumed by Grantee, including liabilities and obligations to indemnify the Indemnified Parties. The policy shall be endorsed to require that Grantor be given not less than 30 days written notice in advance of cancellation or termination of the policy or of any change or amendment to the policy that restricts or reduces coverage. The policy shall be endorsed with a cross liability (severability of interest) endorsement in substantially the following form: "This policy shall insure each person, firm, or corporation hereunder in the same manner and to the same extent as if a separate policy had been issued to each, but the inclusion herein of more than one insured shall not operate to increase the limits of the insurance company's liabilities." The policy shall be endorsed to add the following as additional insureds: Soo Line Railroad Company, Soo Line corporation Canadian Pacific Railway Company, any company doing business as Canadian Pacific Railway, and any railway company or contractor operating trains or rail equipment upon railway tracks in close proximity to the Property, together with the parent companies, subsidiaries, and affiliated companies of all of the foregoing (collectively, the Protected Parties). The policy shall also be endorsed to waive subrogation rights against the Protected Parties.

7.5.2. Automobile Liability and Property Damage Insurance: Automobile liability and property damage insurance in an amount not less than \$2,000,000, personal injury and property damage combined, covering the ownership, use, and operation of any

motor vehicles and trailers licensed for use on public highways which are owned, leased, or controlled by Grantee or its contractor and used in connection with the Work. The policy shall be endorsed to require that Grantor be given not less than 30 days written notice in advance of cancellation or termination of the policy or of any change or amendment to the policy that restricts or reduces coverage.

7.5.3 Workers Compensation Insurance: Workers compensation insurance that meets the requirements of applicable Minnesota law.

7.5.4 Railroad Protective Liability Insurance: Railroad protective liability insurance (occurrence form), in the name of Soo Line Railroad Company and Canadian Pacific Railway Company, with limits of no less than \$2,000,000 per occurrence and \$6,000,000 aggregate for personal injury and property damage.

7.5.5. Contractual Endorsement: Each policy of insurance shall include the following endorsement upon the certificate, or within the binder, policy or other contractual evidence signed by the insurer and in form acceptable to Grantor:

“It is agreed that the policy or policies of insurance evidenced by this certificate covers the liability assumed by the insured in connection with work pursuant to the Easement Agreement dated _____, 2016 by and between City of Plymouth and Soo Line Railroad Company, including work upon railroad property, within railroad right of way and in close proximity operating railroad tracks.”

Before Grantee enters the Property, Grantor must receive and approve certificates of insurance evidencing the coverages required by sections 7.5.1, 7.5.2, 7.5.3, 7.5.4, and endorsement required by section 7.5.5. Grantor reserves the right to demand a certified copy of any required policy, and Grantee or its contractor shall provide such copy within 10 working days after Grantor shall give notice to Grantee demanding such copy. All of the required policies shall be issued by insurers acceptable to Grantor and shall be acceptable to Grantor in both form and substance. Grantee shall not enter the Property until all of the required policies have been approved in writing by Grantor. If the comprehensive general liability and automobile policies are procured by Grantee's contractor, Grantee shall be added as an additional insured party under such policies. If the contractor uses a subcontractor, the contractor shall provide the required policies and shall, in addition, either require the subcontractor to provide insurance equivalent to that described herein, or obtain endorsements to the contractor's policies naming the subcontractor as an additional insured party. If a subcontractor uses a sub-subcontractor, the sub-subcontractor shall either provide insurance equivalent to that required of the subcontractor or shall be named as an additional insured party on the contractor's or subcontractor's policies. In the event any required policy lapses, Grantee shall have thirty (30) days (or such longer period as may be reasonably required) to promptly initiate and obtain policy coverages required by Sections 7.5.1, 7.5.2, 7.5.3, 7.5.4 and endorsement required by section 7.5.5, so long as Grantee diligently prosecutes obtaining policy coverages to

completion. If Grantee is unable or unwilling to obtain policy coverages, then this Easement shall therewith be terminated pursuant to Section 4.

8. ENVIRONMENTAL:

8.1 The Grantee:

- 8.1.1 shall be familiar with the requirements of, comply with, and secure at the Grantee's own expense any permits or licenses required by, all applicable laws, regulations, ordinances, and standards, including without limitation all Environmental Laws;
- 8.1.2 shall, upon written request by the Grantor (but only in such circumstances where Grantor has reasonably reliable information that the Easement Area has been contaminated), provide the Grantor with the results of appropriate reports and tests from a qualified engineer to demonstrate that the Grantee has complied with all Environmental Laws relating to the Easement Area;
- 8.1.3 shall not in any manner cause or allow the Easement Area to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq. or any similar state statute or local ordinance;
- 8.1.4 shall not, without prior written disclosure to and approval by the Grantor, Use or authorize the Use of any Hazardous Substance on the Easement Area.
- 8.1.5 shall not cause or allow the Release or threat of Release of any Hazardous Substance on, to, or from the Easement Area;
- 8.1.6 shall promptly notify the Grantor of any actual or suspected Release of any Hazardous Substance on, to, or from the Easement Area, regardless of the cause of the Release;
- 8.1.7 shall promptly provide the Grantor with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, claims, causes of action, complaints, investigations, judgments, letters, notices of environmental liens or Response actions in progress, and other communications, written or oral, actual or threatened, from the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, or other federal, state or local agency or authority, or any other entity or individual, concerning any Release of a Hazardous Substance on, to or from the Property, or any alleged violation of or responsibility under any Environmental Law relating to the Property; and

8.1.8 shall promptly take all necessary action in Response to any Release or Use of a Hazardous Substance at the Property that gives rise to any liability, claim, cause of action, obligation, demand, fine, penalty, loss, judgment or expense under any Environmental Law, or causes a significant public health or workplace effect, or creates a nuisance.

8.1.9 As used in this Section, the following terms have the following definitions:

- (i) "Claim" or "Claims" means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgments, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney's fees, consultants' fees, response costs, remedial action costs, cleanup costs and expenses which may be related to any Claims);
- (ii) "Environmental Law" or "Environmental Laws" means the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. ' 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. ' 6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. ' 1251 et seq., the Clean Water Act, 33 U.S.C. ' 1321 et seq., the Clean Air Act, 42 U.S.C. ' 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. ' 2601 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing or hereafter enacted;
- (iii) "Hazardous Substance" or "Hazardous Substances" means any petroleum product, distillate, or fraction, radioactive material, chemical known to the Federal Government or the State of Minnesota to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by an Environmental Law of the United States or the State of Minnesota including but not limited to Federal or Minnesota hazardous waste laws;
- (iv) "Release" or "Released" means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing or spreading of any Hazardous Substance into the environment, as "Environment" is defined in CERCLA;
- (v) "Response" or "Respond" means action taken in compliance with Environmental Laws to correct, remove, remediate, cleanup, prevent, mitigate, monitor, evaluate, investigate, assess or abate the Release of a Hazardous Substance;

- (vi) "Use" means to manage, generate, manufacture, process, treat, store, use, re-use, refine, recycle, reclaim, blend or burn for energy recovery, incinerate, accumulate speculatively, transport, transfer, dispose of, or abandon a Hazardous Substance.

9. MISCELLANEOUS:

- 9.1 Grantee/Grantor: As used in this Agreement, the terms "Grantee" and "Grantor" shall include the parties first named above and their respective successors or assigns.
- 9.2 Headings: The paragraph headings used in this Agreement are used solely for the purpose of convenience. They are not intended to, and do not, modify or limit the wording of the paragraphs to which they are appended, and they shall not be used or construed as guides to the interpretation of said paragraphs.
- 9.3 Severability of Terms: Each provision, paragraph, sentence, clause, phrase, and word of this Agreement shall apply to the extent permitted by applicable law and is intended to be severable. If any provision, paragraph, sentence, clause, phrase or word of this indenture is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement.
- 9.4 No Waiver: Any act or omission constituting a breach of this Agreement shall be limited to such act or omission and shall not be construed as a permanent or continuing waiver thereof;
- 9.5 Notices: Any notice given by a party pursuant to this Agreement, shall be good if served upon the other party, or if deposited in a United States post office, certified mail, addressed to the other party at its last known address.
- 9.6 Merger: This Agreement completely outlines all of the rights, responsibilities, and obligations of the parties hereto and said indenture may not be amended or altered except by an instrument in writing signed by both parties. Furthermore, this Agreement merges all prior oral representations and negotiations of the parties hereto.
- 9.7 No Warranty: Grantor does not warrant title to the Easement Area, and makes no representations or warranties, express or implied, as to the habitability of the Easement Area or the fitness of the Easement Area for Grantee's purpose or any other particular purpose.
- 9.8 Property: When used herein, the term "Property" shall mean the Easement Area together with any other adjacent land or personal property located thereon belonging or in the control of Grantor.

9.9 Minnesota Law: This Agreement shall be governed by the laws of the State of Minnesota. Grantee, at its cost, may cause a copy of this Agreement to be recorded with the Hennepin County Recorder.

THIS AGREEMENT shall inure to the benefit of and be binding upon the successors and assigns of the Grantor and the Grantee.

GRANT:

SOO LINE RAILROAD COMPANY
doing business as Canadian Pacific

By: _____

David S. Drach

Its: Director Sales & Acquisitions US

STATE OF MINNESOTA)

) ss:

COUNTY OF HENNEPIN)

The foregoing Temporary Easement was acknowledged before me this ____ day of _____, 2016, by David S. Drach, Director Sales & Acquisitions US, of Soo Line Railroad Company, a corporation under the laws of the State of Minnesota, on behalf of the corporation.

Notary Seal

Notary Public



A G R E E M E N T

THIS AGREEMENT made and entered into by and between the CITY OF PLYMOUTH, MINNESOTA, a Minnesota Municipal Corporation hereinafter referred to as the "CITY", whose address is 3400 Plymouth Boulevard, Plymouth, Minnesota 55447 and SOO LINE RAILROAD COMPANY d.b.a. Canadian Pacific, hereinafter referred to as the "COMPANY", whose address is 120 South 6th Street, Minneapolis, Minnesota 55402.

W I T N E S S E T H

WHEREAS, the CITY proposes to replace an existing public at-grade crossing owned by the CITY and known as Vicksburg Lane (FRA/AAR 689118V) with a highway grade separation structure across the right of way and track of the COMPANY in the City of Plymouth, Hennepin County, Minnesota, which work will be identified as SP No. 155-156-018;

WHEREAS, the proposed Vicksburg Lane highway bridge structure will replace the existing public at-grade crossing of which crosses one main line track of the COMPANY at its mile post 13.20 on the Paynesville Subdivision, US South Region; and

WHEREAS, the CITY proposes to construct the highway grade separation on it's existing roadway alignment substantially as shown on the plan attached hereto and marked Exhibit "A"; and

WHEREAS, plans and specifications have been prepared by the CITY for the construction of the new approach grades and new bridge numbered in the records of the CITY as bridge number 27B99, said bridge lying in the right of way of the CITY and spanning the trackage of the COMPANY, hereafter called the "NEW BRIDGE"; and

WHEREAS, the City has retained SRF Consulting Group, Inc. One Carlson Parkway North, Suite 150, Minneapolis, Minnesota 55447 to prepare detailed plans, specifications, special provisions, bid documents, and cost estimates; and

WHEREAS, it is contemplated that said work be carried out by the parties here to as per applicable Minnesota State Statutes.

WHEREAS, authorization must be received from the State of Minnesota, Commissioner of Transportation, for the establishment of the proposed NEW BRIDGE crossing; and

WHEREAS, the parties hereto desire to set forth the terms and conditions for the compliance with an anticipated Order of the Minnesota Commissioner of Transportation authorizing the establishment of said NEW BRIDGE crossing; and

WHEREAS, the classification of this project is in accordance with the 2014 Edition of the Minnesota Department of Transportation "Standard Specifications For Construction", and;

WHEREAS, the classification of this project is in accordance with the Federal Highway Programs Manual which specifies the replacement of an existing signalized at-grade crossing with a grade separation structure is considered a benefit to the COMPANY, and;

WHEREAS, the CITY agrees to pay the actual cost for the design and construction of the said NEW BRIDGE and the COMPANY agrees to a lump sum contribution of Two-Hundred and Fifty Thousand dollars (\$250,000) upon project completion and invoice from the CITY, subject to the terms of this agreement, without additional cost or assessment to the COMPANY; and

WHEREAS, the parties hereto desire to set forth the terms and conditions for establishment, construction, operation and maintenance of said NEW BRIDGE; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreement as hereinafter contained, the parties hereto agree as follows:

1. The CITY has negotiated with the COMPANY for the granting by separate instrument and subject to the COMPANY's rights therein, of a right-of-way easement required for the construction and maintenance of said Vicksburg Lane overhead bridge crossing attached hereto as Exhibit "B" ("Easement Agreement").
2. The CITY shall secure or cause to be secured, without cost or assessment to the COMPANY, all rights-of-way required for or incidental to its project excepting this provided herein.
3. The COMPANY, for performance of work under this agreement by the CITY, hereby grants to the CITY the right to enter upon those areas of the COMPANY'S property as necessary for the construction and maintenance of a New Bridge in accordance with plans to be approved by the COMPANY.
4. This Agreement is subject to the superior title of the COMPANY to its property and to all other outstanding and superior rights, if any; and the CITY shall not, by reason of rights hereby granted, acquire or assert title to any of said property adverse to the title of the COMPANY. The COMPANY shall have the continuing and compatible right to use and occupy said property for railroad construction, operation and maintenance purposes and repair its facilities within the limits of the NEW BRIDGE No. 27B99 at Vicksburg Lane and to construct such other facilities as from time to time it may choose to, provided however, that the COMPANY shall not take any action affecting the CITY'S ability to construct, maintain and operate the New Bridge except as provided under the terms of the Bridge easement between the CITY and COMPANY; and in the event that federal regulations pertaining to the operation of railroads act to adversely affect the CITY'S rights hereunder, the COMPANY shall give the CITY and the Commissioner of Management and Budget, acting on behalf of the State of Minnesota, no less than 90 days' notice prior to taking any actions under those federal regulations.
5. The City will require in any contract let covering the construction of said Bridge Number 27B99, as contemplated by this Agreement, that all work to be done by the Contractor on the

COMPANY'S right-of-way shall be performed in accordance with the provisions of "1708 RAILROAD HIGHWAY PROVISIONS" Minnesota Department of Transportation's "Standard Specifications for Highway Construction" dated 2014, as amended, except that the Contractor shall make its own arrangements and secure all necessary permits to haul materials or equipment across the tracks of the COMPANY, over private crossings or for storage of materials or equipment on property.

6. The CITY will prepare, or cause to be prepared, and submit for COMPANY approval prior to construction of its project all necessary plans and specifications covering construction of the New Bridge, roadway approaches thereto, drainage, and all work incidental thereto generally in the area of the COMPANY'S right-of-way and facilities. The parties intend that all construction within the COMPANY'S right-of-way will be restricted to the shaded areas designated on the Attached Exhibit "C." Upon COMPANY approval of the plans and specifications, the CITY will construct its project in accordance thereto and will supervise and furnish engineering and inspection for all work performed thereunder.

7. No change shall be made on any approved plan or specification by either party hereto without prior written consent of the other party insofar as the same relates to the COMPANY'S facilities or operations.

8. The parties hereto shall perform, or cause to be performed, in accordance with detailed plans and specifications approved by the COMPANY, the following items of work:

A. WORK BY THE CITY

~~~~~  
The CITY or its contractor or contractors shall furnish or cause to be furnished, at the sole cost and expense of the CITY, all labor, material, work equipment and tools and perform all work necessary to construct and complete the following:

1. The preparation of the bridge plans and specifications.
2. The construction of the New Bridge.
3. The preparation of the roadway and utility plan and specifications.
4. The construction of roadway and utility improvements adjacent to said bridge including traffic control, grading, paving, drainage and utility work.
5. The completion of the entire project of the CITY affecting the COMPANY, including incidental work thereto and all work is not herein specifically provided to be done by the COMPANY.
6. Incidental work necessary to complete the items hereinabove specified.

## B. WORK BY THE COMPANY

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The COMPANY or its contractor or contractors shall furnish or cause to be furnished, at the sole cost and expense of the project, all labor, material, work equipment and tools and perform all work necessary to construct and complete the following:

1. The removal of the existing Vicksburg Lane at-grade crossing surface and crossing warning devices.
2. Provide flagging and watchman protection, as necessitated by the construction or work incidental to the project to protect railroad traffic and operations as noted in Exhibit "D"
9. Upon completion of its project, the CITY, at its expense, shall thereafter operate, maintain, repair and renew its facilities, the construction of which is provided for in Section 6.A., insofar as the same affects the safety of railway operations, subject to the approval of the Chief Engineer of the COMPANY.
10. The CITY agrees that in the event that any drainage or similar conditions develops on the COMPANY'S right-of-way and substantially interferes with the COMPANY'S operations because of the CITY'S project or its subsequent operation, upon receipt of written notice from the COMPANY, the CITY will promptly remedy or eliminate such condition.
11. Subject to the limitations and immunities in Minnesota Statute Chapter 466, the CITY shall fully indemnify the indemnitied (as hereafter defined) against any and all loss, damage, liability, claims, suits, judgments, cost and expenses (including reasonable attorneys' and witnesses' fees) in any manner arising (a) from injuries sustained by the CITY or any of the CITY'S employees, contractor or contractors or invitees, including death at any time resulting therefrom, while engaged in or about any of the above described activities or any operation necessary, incidental or appurtenant thereto, whether liability for such injuries or death be imposed under any so-called Workers' Compensation Law, or State or Federal Statute of the Common Law, and (b) from injury to or death of any other person, including that of the Indemnities, its employee, agents and representatives, arising from or growing out of any act or omission of the CITY, or the CITY'S employees, contractor or contractors, or invitees in the exercise of the permission herein granted.
12. The COMPANY assumes no responsibility for the design, construction or operation of the NEW BRIDGE and the CITY shall hold harmless the COMPANY for any and all accidents, injury and/or property damage that may be result of roadway design, construction or operations parameters.

13. Prior to entering the Property, CITY will arrange to execute the COMPANY'S standard Right of Entry Agreement attached hereto and marked Exhibit "E"; and must at all times when on railroad property use personal protective equipment as follows: hard hats, orange reflectorized safety vests, safety glasses and safety boots and adhere to the COMPANY'S standard Minimum Safety Requirements for Contractors attached hereto and marked Exhibit "D"

14. Prior to entering the Property, and during the entire time this Agreement remains in effect, CITY or its contractor, as the case may be, shall maintain the following insurance policies or equivalent self insurance Program:

- Worker's compensation insurance which fully meets the requirements of any workers' compensation law in force at the location where the work is performed, including the requirements of any occupational disease law.
- Automobile liability insurance covering all owned, non-owned and hired vehicles engaged in or about the work site, with a combined single limit of \$1,000,000.
- Comprehensive general liability insurance with a combined single limit of not less than \$2,000,000 per occurrence and \$5,000,000 aggregate.
- Railroad protective liability insurance (occurrence form), in the name of Soo Line Railroad Company, with limits of \$5,000,000 per occurrence and \$10,000,000 aggregate for bodily injury (including death) and property damage.

Before CITY or its contractor or contractors is allowed to enter the Property, COMPANY must receive and approve certificates of insurance evidencing the workers' compensation, comprehensive general liability, and automobile insurance and stating that such coverage will not be cancelled or materially changed without ten days written notice being given to COMPANY. COMPANY must also receive and approve either the railroad protective liability policy or a binder evidencing that coverage is in effect. All of the required policies shall be issued by insurers acceptable to COMPANY and shall be acceptable to COMPANY in both form and substance. CITY or its contractor or contractors shall not enter the Property until all of the required policies have been approved in writing by COMPANY. The automobile and comprehensive general liability policies shall be endorsed to add COMPANY as an additional insured and to waive subrogation against COMPANY. The comprehensive general liability policy shall include a contractual liability endorsement covering COMPANY's obligations under this Agreement. If the policies are procured by CITY'S contractor, CITY shall be added as an additional insured under such policies. If the contractor uses any subcontractor(s), the contractor shall provide the required insurances and shall, in addition, either: (i) require such subcontractor(s) to provide insurance equivalent to that described herein or (ii) obtain endorsements to the required policies naming the subcontractor(s) as additional insured parties.

15. The CITY shall secure, at the CITY'S own expense, any permits or licenses required by State or local laws or ordinances and shall comply with all applicable laws, including but not limited to any laws, regulations, standards and permit requirements relating to environmental pollution or

contamination or to occupational health and safety. The CITY shall indemnify and hold harmless the Indemnities from any and all claims, judgments, fines, civil penalties, costs and expenses (including reasonable attorneys' and witnesses' fees) arising out of or connected with CITY'S violation of or non-compliance with any law, standard, regulation or permit requirement.

16. In the event that the CITY does not enter into a contract for construction of the project contemplated by this agreement on or before a day twelve (12) months after the date this Agreement is fully executed, then either party may, at any time thereafter, serve notice of cancellation upon the other party, by registered mail, and this Agreement shall immediately be cancelled and terminated.

17. Indemnities is defined as the following corporations and their officers, directors, employees, and agents: Soo Line Railroad Company, Soo Line Corporation and Canadian Pacific.

18. The COMPANY agrees to pay the CITY a lump sum contribution of Two-Hundred and Fifty Thousand dollars (\$250,000) upon project completion and invoice from the CITY, subject to the terms of this agreement, without additional cost or assessment to the COMPANY;

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original by their duly authorized officers effective when the CITY and the COMPANY have endorsed their acceptance thereon.

ACCEPTED: \_\_\_\_\_, 2016  
THE CITY OF PLYMOUTH, MINNESOTA

APPROVED: \_\_\_\_\_, 2016  
SOO LINE RAILROAD COMPANY

BY: \_\_\_\_\_  
KELLI SLAVIK, MAYOR

BY: \_\_\_\_\_  
CURT M. WHELAN  
DIRECTOR ENGINEERING PROJECTS

Attest: \_\_\_\_\_  
DAVID CALLISTER, CITY MANAGER

Attest: \_\_\_\_\_  
JIM H. KRIEGER  
MANAGER PUBLIC WORKS

**EXHIBIT A**

**Attach Plans**

DESIGN DATA

2012 (AND CURRENT INTERIM) A.A.S.H.T.O. LRFD BRIDGE DESIGN SPECIFICATIONS  
 LRFD METHOD  
 DESIGN LOADING HL93 LIVE LOAD  
 DEAD LOAD INCLUDES 20 psf ALLOWANCE FOR FUTURE WEARING COURSE MODIFICATIONS.  
 MAXIMUM ALLOWABLE DESIGN STRESSES:  
 REINFORCED CONCRETE:  
 $f'_c = 4000$  psi  $n = 8$   
 $f_y = 60000$  psi REINFORCEMENT  
 PRESTRESSED CONCRETE:  
 $f'_c = 9000$  psi  $n = 1$   
 $f_{pu} = 270000$  psi LOW RELAXATION STRANDS  
 DESIGN SPEED:  
 OVER = 45 mph  
 APPROXIMATE DECK AREA 12,930 ft.<sup>2</sup>  
 2030 PROJECTED TRAFFIC VOLUMES:  
 ADT ROADWAY OVER - 15,200  
 2009 TRAFFIC VOLUMES:  
 ADT ROADWAY OVER - 8,400  
 HL 93 LRFR BRIDGE OPERATING RATING FACTOR RF = 1.92

LIST OF SHEETS

|         |                                  |
|---------|----------------------------------|
| B1      | GENERAL PLAN & ELEVATION         |
| B2      | TRANSVERSE SECTION               |
| B3      | BRIDGE LAYOUT                    |
| B4-B21  | ABUTMENT DETAILS                 |
| B22-B25 | SUPERSTRUCTURE DETAILS           |
| B26-B29 | CONCRETE BARRIER DETAILS         |
| B30     | ORNAMENTAL METAL RAILING DETAILS |
| B31     | CONDUIT SYSTEM DETAILS           |
| B32&B33 | EXPANSION JOINT DETAILS          |
| B34     | CONCRETE SLOPE PAVING DETAILS    |
| B35-B39 | B-DETAILS                        |
| B40     | AS-BUILT                         |
| B41     | BRIDGE SURVEY                    |
| B42     | BORINGS - PLAN & PROFILE         |
| B43     | BORINGS                          |

CONSTRUCTION NOTES

THE 2014 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" AND THE 2014 EDITION OF THE "MATERIALS LAB SUPPLEMENTAL SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

THE BAR SIZES SHOWN IN THIS PLAN ARE IN U.S. CUSTOMARY DESIGNATIONS.

BAR S MARKED WITH THE SUFFIX "E" SHALL BE EPOXY COATED IN ACCORDANCE WITH SPEC. 3301.

BAR S MARKED WITH THE SUFFIX "S" SHALL BE STAINLESS STEEL IN ACCORDANCE WITH THE SPECIAL PROVISIONS.

BRIDGE SEAT REINFORCEMENT SHALL BE CAREFULLY PLACED TO AVOID INTERFERENCE WITH DRILLING HOLES FOR ANCHOR RODS. THE BEAMS SHALL BE ERECTED IN FINAL POSITION PRIOR TO DRILLING HOLES FOR AND PLACING ANCHOR RODS.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA".

THE PILE LOADS SHOWN IN THE PLANS AND THE CORRESPONDING NOMINAL PILE BEARING RESISTANCE WERE COMPUTED USING LRFD METHODOLOGY. PILE BEARING RESISTANCE DETERMINED IN THE FIELD SHALL INCORPORATE THE METHODS AND/OR FORMULAS DESCRIBED IN THE SPECIAL PROVISIONS.

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

Print Name: ERIC S. HANSON

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ License # 50463



CITY OF PLYMOUTH

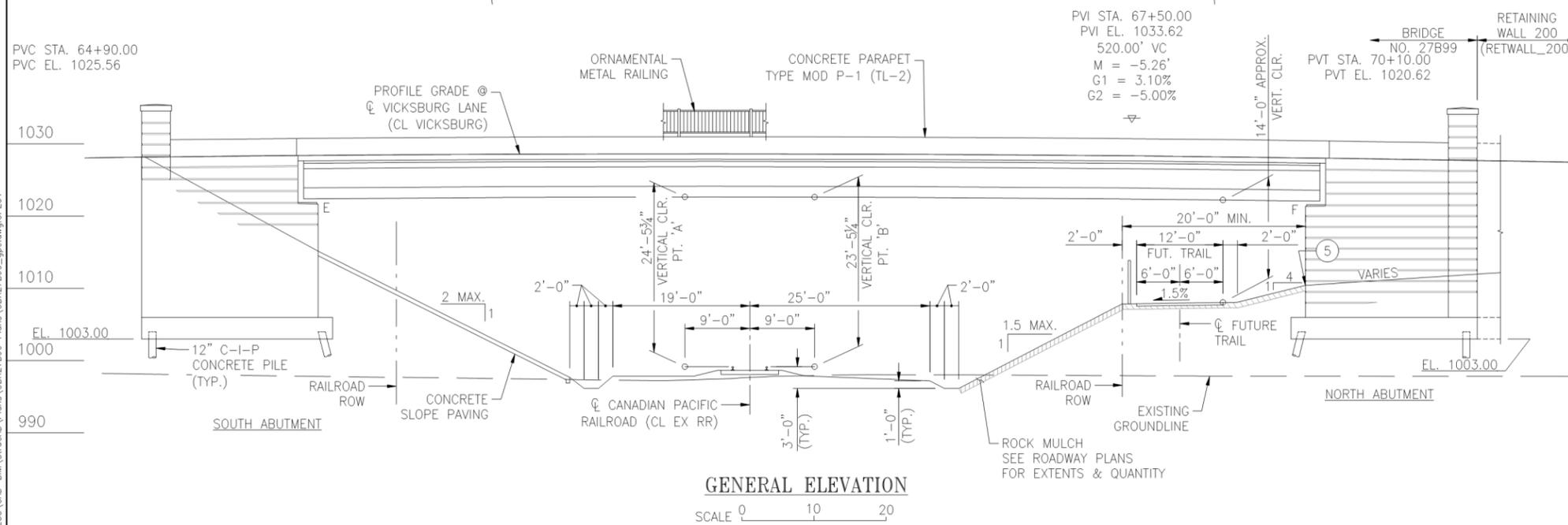
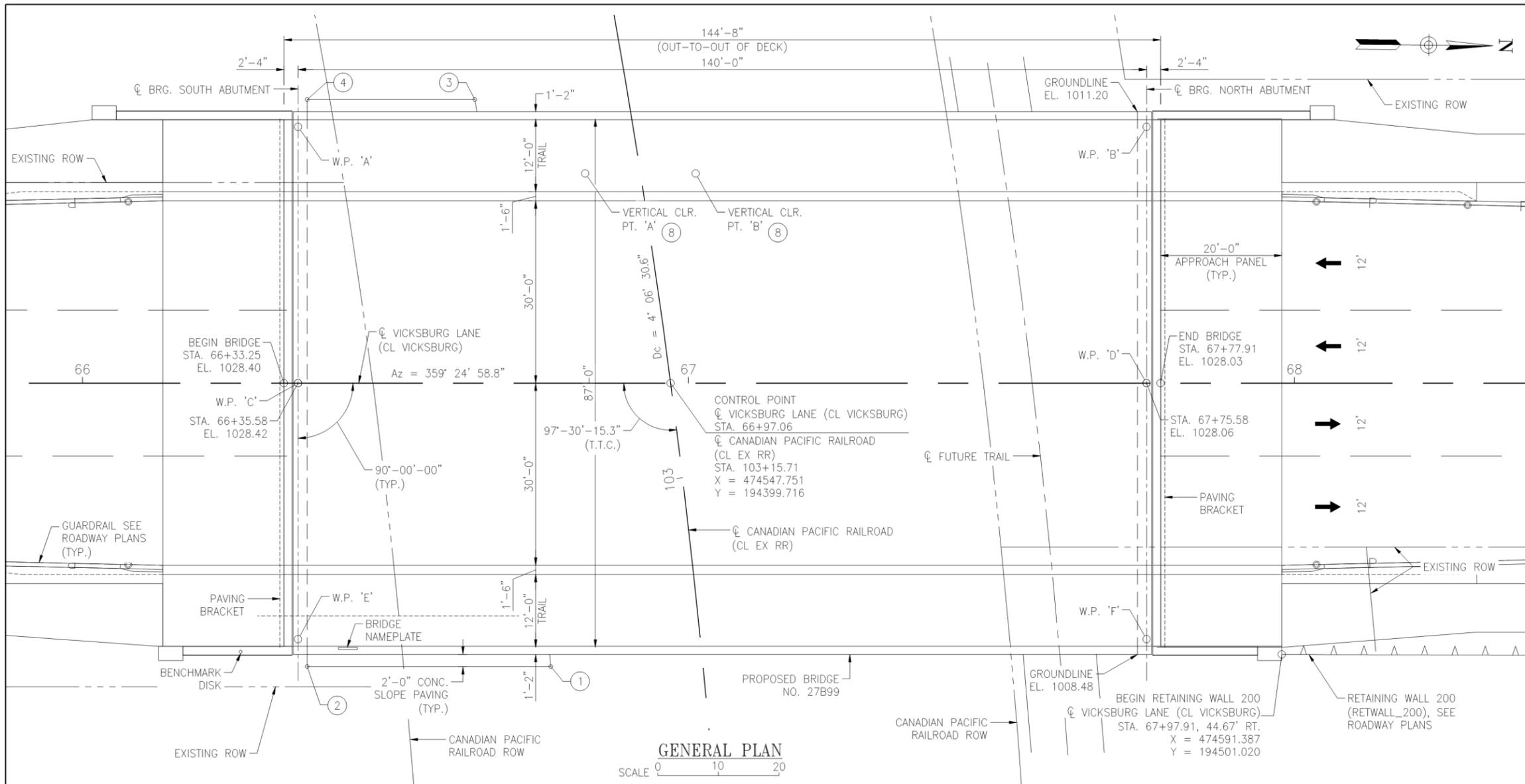
BRIDGE NO. 27B99

VICKSBURG LANE OVER CANADIAN PACIFIC RAIL  
 0.43 MILES NORTH OF JCT VICKSBURG LANE  
 AND SCHMIDT LAKE ROAD  
 MN63 PRESTRESSED CONCRETE BEAM, 140' SPAN  
 60' ROADWAY W/ 2-12" TRAILS

BRIDGE ID NO. 501

SEC. 9, T118N, R22W  
 HENNEPIN COUNTY

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
 STATE BRIDGE ENGINEER

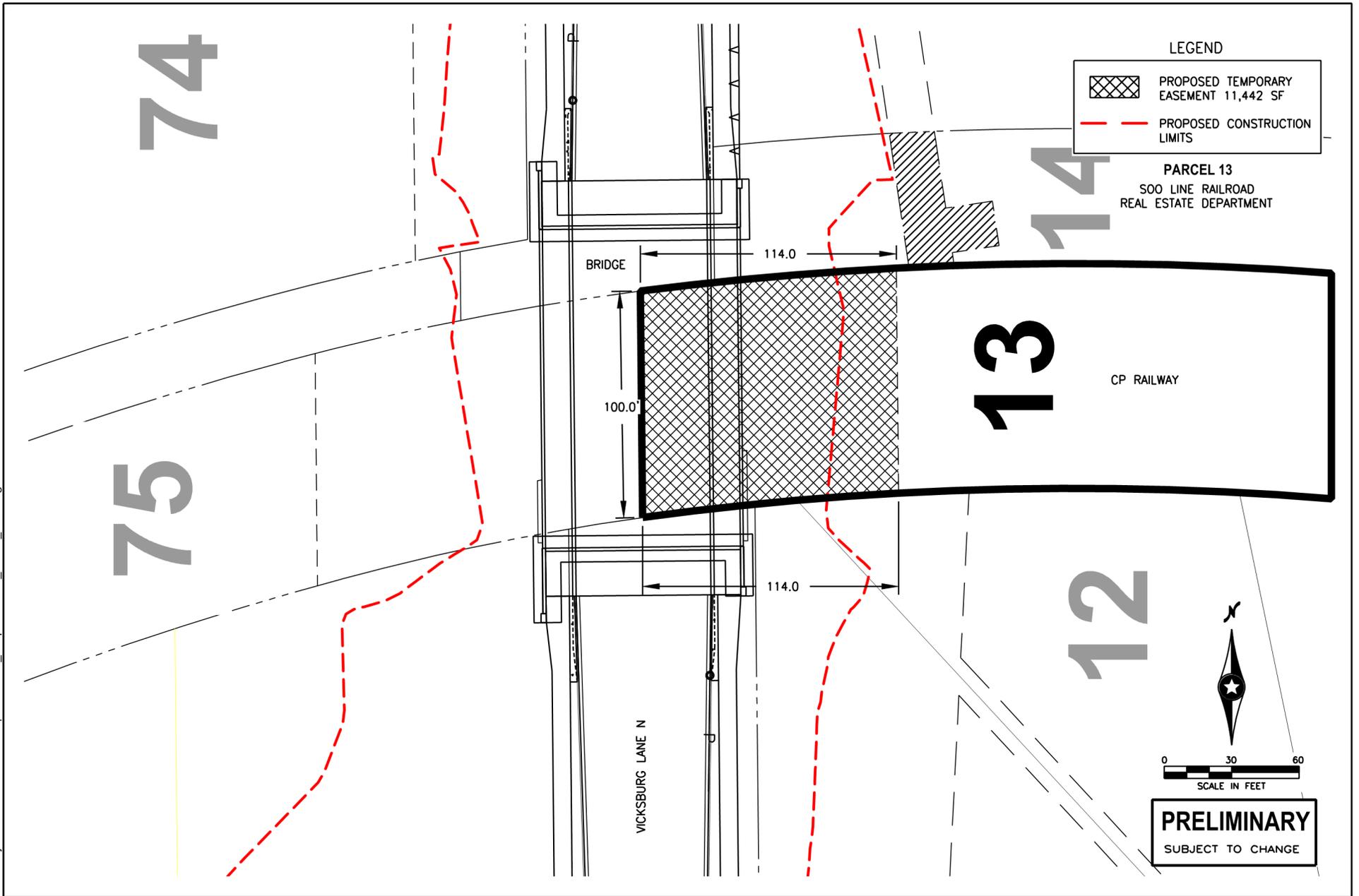


NOTES.

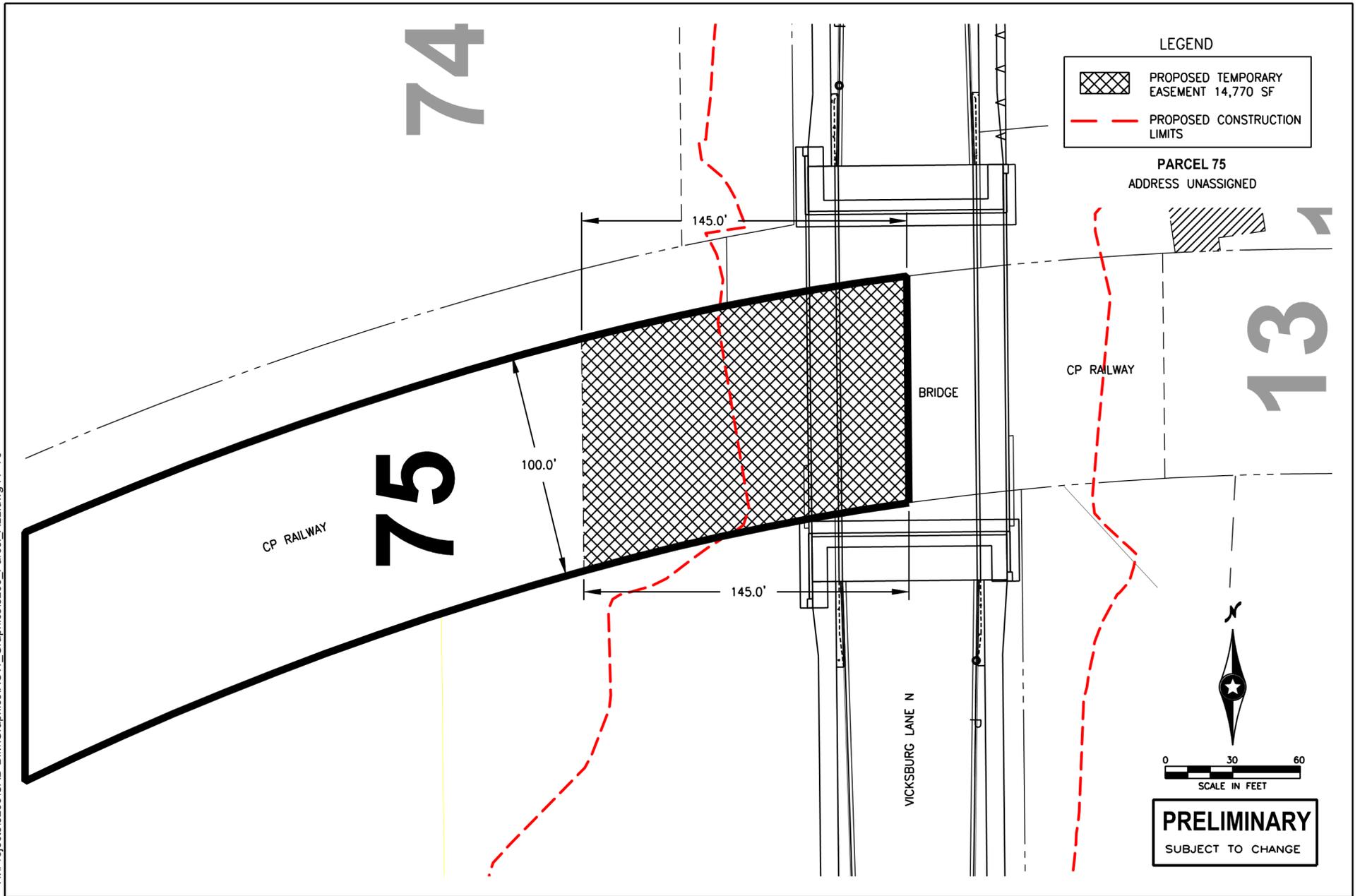
- A PT. 25.0' LT. OF INPLACE C.P. RAILROAD (EX RR) STA. 102+71.22 TOE OF SLOPE EL. 995.41
- A PT. 65.0' LT. OF INPLACE C.P. RAILROAD (EX RR) STA. 102+75.40 TOP OF SLOPE EL. 1015.44
- A PT. 25.0' LT. OF INPLACE C.P. RAILROAD (EX RR) STA. 103+67.13 TOE OF SLOPE EL. 996.00
- A PT. 52.28' LT. OF INPLACE C.P. RAILROAD (EX RR) STA. 103+71.94 TOP OF SLOPE EL. 1009.67
- SEE GENERAL PLAN FOR GROUNDLINE ELEVATION AT FRONT FACE OF ABUTMENT.
- SEE BORING SURVEY SHEET FOR IN-PLACE UTILITIES.
- NO BRIDGE DECK DRAINAGE SHALL BE DEPOSITED ONTO RAILROAD TRACK STRUCTURES OR RIGHT-OF-WAY.
- CRITICAL VERTICAL CLEAR AT FIRST INTERIOR BEAM.

10/1/2015 8:42:22 AM BEN SIMON H:\Projects\B253\CAD-BIM\STRUCAD\PLANS\CBR27B99\_Plan\CBR27B99\_gpe.dwg:GPE01

H:\Projects\8253\CAD-BIM\Graphics\ROW\_Graphics\8253\_Parcel\_ALL.dwg : P-13



H:\Projects\8253\CAD-BIM\Graphics\ROW\_Graphics\8253\_Parcel\_ALL.dwg : P-75



**EXHIBIT B**  
**Easement Agreement**

## BRIDGE EASEMENT

Date: \_\_\_\_\_, 2016.

In consideration of the sum of TEN and No/100 Dollars (\$10.00), the receipt whereof is hereby acknowledged,

**SOO LINE RAILROAD COMPANY**, a Minnesota corporation doing business as Canadian Pacific, of 120 South Sixth Street, Suite 900, Minneapolis, Minnesota 55402, ("**Grantor**")

hereby grants, conveys and transfers unto

**THE CITY OF PLYMOUTH**, a municipal corporation under the laws of Minnesota ("**Grantee**"),

a Bridge Easement ("**Easement**") described and conditioned as follows:

1.0 **DESCRIPTION OF PROPERTY:**

Parcel 13 PE:

The West 55.00 feet of a strip of land 100.00 feet in width the same being 50.00 feet in width on each side of the center line of the railway as the same is located over and across the Northwest Quarter of Section 9, Township 118, Range 22, Hennepin County, Minnesota.

Parcel 75E:

The East 55.00 feet of a strip of land 100.00 feet in width the same being 50.00 feet in width on each side of the center line of the railway as the same is located over and across the North Half of the Northeast Quarter of Section 8, Township 118, Range 22, Hennepin County, Minnesota.

and shown upon the maps labeled Exhibit A that are attached hereto and are made a part hereof.

2.0 **PURPOSES:** The Easement shall be limited to the installation, construction, maintenance, repair, replacement, and use of an overhead bridge (the “**Bridge**”) for use by the public, including vehicular traffic, pedestrian traffic and public utilities through the Easement Area and over Grantor’s railroad right-of-way tracks.

3.0 **RESERVATIONS:** Grantor reserves unto itself, and its successors and assigns:

3.1 fee title to the Easement Area to itself; Grantee's maintenance and use of the Easement Area, however long continued, shall not vest in the Grantee rights adverse to those of the Grantor other than those granted by this Agreement;

3.2 the right and privilege to use Easement Area for the maintenance, construction, and operation of railroad tracks and facilities provided it does not unreasonably interfere with Grantee’s use of the Easement Area pursuant to this Agreement;

3.3 the right to permit other parties to use the Easement Area in a manner that does not unreasonably interfere with the Grantee’s use of the Easement Area pursuant to this Agreement;

3.4 the right of incidental use of the Easement Area in a manner that does not unreasonably interfere with the Grantee’s use of the Easement Area pursuant to this Agreement; and

3.5 the right and privilege to use the Easement Area for any and all other purposes that are not inconsistent with the use thereof for the purpose or purposes permitted by this Agreement or which unreasonably interferes with or restricts the rights granted to Grantee.

4.0 **TERM, TERMINATION AND EXPIRATION:**

4.1 This Easement shall remain in effect so long as required by Grantee for Bridge purposes unless terminated as follows:

4.1.1 **Abandonment:** In the event Grantee fails to use or occupy any part of the Easement Area for a period of twenty-four (24) consecutive months and Grantor serves upon Grantee a written notice alleging such failure. If Grantee, does not refute said allegation or reinstitute its use of the Bridge within 30 days following receipt of said written notice, then Grantee shall be deemed to have agreed with Grantor’s allegations and the Easement shall therewith be extinguished. The mere presence of the Bridge shall not be deemed “use” for the purposes of abandonment.

- 4.1.2 Removal: In the event Grantee substantially removes the Bridge with the intent of not replacing it, then the Easement shall therewith be extinguished.
- 4.1.3 Breach: If Grantee is unable or unwilling to cure a breach of any of the provisions of this Agreement within thirty (30) days (or such longer period as may be reasonably required if Grantee promptly initiates the cure and diligently prosecutes the cure to completion) following receipt of an order for specific performance from Grantor detailing such breach, then this Easement shall therewith be terminated. The foregoing shall be subject, however, to reasonable seasonal accommodations for any physical work to the Bridge required to cure a breach.

5.0 **BRIDGE CONSTRUCTION, MAINTENANCE AND REMOVAL WORK:**

- 5.1 The initial construction of the Bridge will governed pursuant to a separate agreement between the parties, the "Construction Agreement." No Bridge construction shall commence until said Construction Agreement has been executed by both parties.
- 5.2 Any construction, maintenance, removal or other changes or modifications to the Bridge or the "Structure" ( the Bridge, excluding the roadway surface) made after completion of the Bridge's initial construction shall be subject to the following:
- 5.2.1 Division of Responsibility: Grantee shall be responsible, at its cost and expense, for all work necessary to install, construct, maintain, repair, replace and remove the Bridge.
- 5.2.2 Structure work by Grantee:
- a. As used herein, "Work," shall mean maintenance, repair, removal, changing or renewal of the Structure.
  - b. Grantee, shall secure all necessary public approvals and permits for any Work on the Structure in the Easement Area.
  - c. Prior to any Work, Grantee shall be responsible for determining the location and existence of any pipes, wires, conduits, sewers, piling or other obstructions to Work and shall to the maximum extent permitted by law indemnify, hold harmless and defend the Grantor from and against any and all liability for damage to the foregoing pipes, wires, conduits, sewers, piling

or other obstructions, if any, caused by Grantee's Work. Grantor makes no representation by the granting of this indenture that the Easement Area is free of any such pipes, wires, conduits, sewers, pilings or other obstructions.

- d. Grantee through its employees or its contractors shall not carry on any Work within 25 feet of the center line of Grantor's track until:
  - (1) it shall have given Grantor at least three (3) days' written notice, and
  - (2) an authorized representative of Grantor shall, at Grantor's election, be present to supervise same; and
  - (3) Grantee must make arrangements with Grantor for such flagging or watchman service as Grantor deems necessary for the protection of railroad traffic. All such flagging and watchman service shall be provided by Grantor at Grantee's expense. The fact that Grantor provides such service shall not relieve Grantee from any liability under this Agreement. Grantor's labor and material additives are subject to change without notice to Grantee, and Grantor shall be reimbursed based upon its labor and material additives actually in effect as of the date of such service.
  - (4) While performing any Work on the Structure, Grantee and its contractors shall comply with the safety requirements of Grantor, as such requirements may be amended from time to time Grantor's safety requirements are set forth "Exhibit B" titled "MINIMUM SAFETY REQUIREMENTS FOR CONTRACTORS WORKING ON RAILWAY PREMISES" and in Grantor's current safety handbook. One free copy of the current safety handbook will be provided to the Grantee by the Grantor contact person. Additional copies will be provided at Grantee's expense. Grantee shall be responsible for ensuring that any person performing any Work for or on behalf of Grantee shall comply with the Grantor safety requirements that would apply to a employee of Grantor performing similar work.
  - (5) Prior to the commencement of any Work, Grantee and every employee, agent or subcontractor who carries out any work on the Premises shall successfully complete the safety training available through the e-railsafe program at [www.e-railsafe.com](http://www.e-railsafe.com) in respect to requirements for Canadian Pacific operations.
  - (6) Grantee and every employee, agent or subcontractor who performs Work on the Structure shall at all times wear and visibly display the identification badge issued to them following successful completion of the e-railsafe

safety training together with whatever additional identification materials that Grantor may reasonably require.

- (7) Grantee, for itself and any of its contractors agrees to release, indemnify, defend and hold harmless grantor and grantor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees and agents (collectively, "Indemnitees") for, from and against any and all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments and expenses (including, without limitation, court costs, attorneys' fees and costs of investigation, removal and remediation and governmental oversight costs) environmental or otherwise (collectively, "liabilities") of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) any of the following:

5.3 Certain Work Close To Track Not Permitted; Lateral Support:

5.3.1 Unless otherwise agreed to in writing by Grantor, excavations, borings, wells, pits, test holes, probe sites, and the like shall not be located closer than 25 feet from the centerline of the nearest railroad track on or adjacent to the Property nor shall it take or allow any action upon the Property that would materially impair the lateral or subadjacent support of adjacent lands or railroad tracks.;

5.3.2 Unless otherwise agreed to in writing by Grantor, drilling and excavating equipment and related equipment shall not be located closer than 25 feet from the nearest rail of any such track;

5.3.3 In the event that Grantor permits excavations, borings, wells, pits, test holes, probe sites, or the like in close proximity to tracks, embankments or other features providing lateral or subadjacent support to land or tracks, then notwithstanding anything to the contrary in this Easement Agreement, Grantee shall be responsible for designing and constructing at no cost to Grantor any measure that is required to prevent the collapse, erosion or impairment to said land or tracks.

5.4. Storm Water: Grantee shall not, without the advance written approval of Grantor, make any changes to the Easement Area or Grantor's adjacent property (collectively "Property") that would either increase the historic flow rate of storm water from the Property or create an impediment to the historic flow of storm water to the Property. Unless otherwise agreed in writing, between Grantor and the Grantee it is understood and agreed that Grantee shall at Grantee's cost and expense be liable to Grantor for the

construction, maintenance, repair and replacement upon the Property or other land not belonging to Grantor such storm sewer lines, manholes, mains, rip rap, boulders, wing walls, ditches and related appurtenances.

6.0 **TAXES AND ASSESSMENTS:** Grantee shall assume and pay any taxes or assessments which may be levied by any competent authority by reason of the existence or use of the Easement Area by Grantee or the presence of the Bridge.

7.0 **LIABILITY, INDEMNITY AND INSURANCE:**

7.1 **Damage To Tracks, Facilities, And Equipment:**

If any tracks, facilities, or equipment owned, used, or maintained by Grantor are damaged in connection with the Work, Grantor shall repair (or arrange for the repair of) such damage and Grantee shall pay the full cost of such repair within 30 days after Grantor shall tender a bill therefor.

7.2. **Assumption Of Risk:** Grantee is fully aware of the dangers of working on and about railroad property and railroad operations and knowingly and willingly assumes the risk of harm (e.g., injury to or death of persons and damage to or destruction of property) that may occur while on and about the Property. Without in any way limiting the scope of the preceding sentence, Grantee assumes the risk that monitoring wells, elevation bench marks, reference points, and other installations located on the Property may be disturbed, damaged, or destroyed by Grantor or third persons, and Grantee shall not make any claim against Grantor on account of same, even if such disturbance, damage, or destruction arises from the negligence of Grantor or its employees, agents, or invitees. Grantee assumes full responsibility for protecting its installations and personal property from theft and vandalism while such installations and personal property are on the Property.

7.3. **Indemnity:**

Subject to the limitations and immunities in Minnesota Statute Chapter 466, the Grantee shall fully indemnify the Indemnified Parties (as hereafter defined) against any and all loss, damage, liability, claims, suits, judgments, cost and expenses (including reasonable attorneys' and witnesses' fees) in any manner arising (a) from injuries sustained by the Grantee or any of the Grantee's employees, contractor or contractors or invitees, including death at any time resulting therefrom, while engaged in or about any of the above described activities or any operation necessary, incidental or appurtenant thereto, whether liability for such injuries or death be imposed under any so-called Workers' Compensation Law, or State or Federal Statute of the Common Law, and (b) from injury to or death of any other person, including that of the Indemnities, its employee, agents and representatives, arising from or growing out of any act or omission of the Grantee, or the Grantee's employees, contractor or contractors, or invites in the exercise of the permission herein granted.

Easement As used in this Agreement, Indemnified Parties means the following businesses and their officers, directors, employees, and agents: Soo Line Railroad Company, Soo Line Corporation, Canadian Pacific Railway Company, any company doing business as Canadian Pacific Railway, and any railway company or contractor operating trains or rail equipment upon railway tracks in close proximity to the Property, together with the parent companies, subsidiaries, and affiliated companies of all of the foregoing.

7.4 In consideration for the grant of the Easement, without which it would not be granted, Grantee assumes all risk of damage to or destruction of the Bridge through any cause whatsoever while located upon and across the Easement Area, except from Grantor's willful malicious misconduct and covenants not to sue Grantor therefor.

7.5 Grantee shall procure and maintain in effect (or shall cause its contractor to procure and maintain in effect), at any time when any portion of the Work is being performed, the following insurance:

7.5.1. Comprehensive General Liability Insurance: Comprehensive general liability insurance with a policy limit of not less than \$5,000,000 per occurrence and \$25,000,000 aggregate for bodily injury, death, and damage to or destruction of property (including the loss of use thereof). The policy will include those policy extensions commonly referred to as broad form completed operations, contractor's protective, collapse, and underground damage. The policy shall by its wording or by endorsement insure those liabilities and obligations which this Agreement contemplates will be assumed by Grantee, including liabilities and obligations to indemnify the Indemnified Parties. The policy shall be endorsed to require that Grantor be given not less than 30 days written notice in advance of cancellation or termination of the policy or of any change or amendment to the policy that restricts or reduces coverage. The policy shall be endorsed with a cross liability (severability of interest) endorsement in substantially the following form: "This policy shall insure each person, firm, or corporation hereunder in the same manner and to the same extent as if a separate policy had been issued to each, but the inclusion herein of more than one insured shall not operate to increase the limits of the insurance company's liabilities." The policy shall be endorsed to add the following as additional insureds: Soo Line Railroad Company, Soo Line corporation Canadian Pacific Railway Company, any company doing business as Canadian Pacific Railway, and any railway company or contractor operating trains or rail equipment upon railway tracks in close proximity to the Property, together with the parent companies, subsidiaries, and affiliated companies of all of the foregoing (collectively, the Protected Parties). The policy shall also be endorsed to waive subrogation rights against the Protected Parties.

7.5.2. Automobile Liability and Property Damage Insurance: Automobile liability and property damage insurance in an amount not less than \$2,000,000, personal injury and property damage combined, covering the ownership, use, and operation of any

motor vehicles and trailers licensed for use on public highways which are owned, leased, or controlled by Grantee or its contractor and used in connection with the Work. The policy shall be endorsed to require that Grantor be given not less than 30 days written notice in advance of cancellation or termination of the policy or of any change or amendment to the policy that restricts or reduces coverage.

7.5.3 Workers Compensation Insurance: Workers compensation insurance that meets the requirements of applicable Minnesota law.

7.5.4 Railroad Protective Liability Insurance: Railroad protective liability insurance (occurrence form), in the name of Soo Line Railroad Company and Canadian Pacific Railway Company, with limits of no less than \$2,000,000 per occurrence and \$6,000,000 aggregate for personal injury and property damage.

7.5.5. Contractual Endorsement: Each policy of insurance shall include the following endorsement upon the certificate, or within the binder, policy or other contractual evidence signed by the insurer and in form acceptable to Grantor:

“It is agreed that the policy or policies of insurance evidenced by this certificate covers the liability assumed by the insured in connection with work pursuant to the Easement Agreement dated \_\_\_\_\_, 2016 by and between City of Plymouth and Soo Line Railroad Company, including work upon railroad property, within railroad right of way and in close proximity operating railroad tracks.”

Before Grantee enters the Property, Grantor must receive and approve certificates of insurance evidencing the coverages required by sections 7.5.1, 7.5.2, 7.5.3, 7.5.4, and endorsement required by section 7.5.5. Grantor reserves the right to demand a certified copy of any required policy, and Grantee or its contractor shall provide such copy within 10 working days after Grantor shall give notice to Grantee demanding such copy. All of the required policies shall be issued by insurers acceptable to Grantor and shall be acceptable to Grantor in both form and substance. Grantee shall not enter the Property until all of the required policies have been approved in writing by Grantor. If the comprehensive general liability and automobile policies are procured by Grantee's contractor, Grantee shall be added as an additional insured party under such policies. If the contractor uses a subcontractor, the contractor shall provide the required policies and shall, in addition, either require the subcontractor to provide insurance equivalent to that described herein, or obtain endorsements to the contractor's policies naming the subcontractor as an additional insured party. If a subcontractor uses a sub-subcontractor, the sub-subcontractor shall either provide insurance equivalent to that required of the subcontractor or shall be named as an additional insured party on the contractor's or subcontractor's policies. In the event any required policy lapses, Grantee shall have thirty (30) days (or such longer period as may be reasonably required) to promptly initiate and obtain policy coverages required by Sections 7.5.1, 7.5.2, 7.5.3, 7.5.4 and endorsement required by section 7.5.5, so long as Grantee diligently prosecutes obtaining policy coverages to

completion. If Grantee is unable or unwilling to obtain policy coverages, then this Easement shall therewith be terminated pursuant to Section 4.

## 8. ENVIRONMENTAL:

### 8.1 The Grantee:

- 8.1.1 shall be familiar with the requirements of, comply with, and secure at the Grantee's own expense any permits or licenses required by, all applicable laws, regulations, ordinances, and standards, including without limitation all Environmental Laws;
- 8.1.2 shall, upon written request by the Grantor (but only in such circumstances where Grantor has reasonably reliable information that the Easement Area has been contaminated), provide the Grantor with the results of appropriate reports and tests from a qualified engineer to demonstrate that the Grantee has complied with all Environmental Laws relating to the Easement Area;
- 8.1.3 shall not in any manner cause or allow the Easement Area to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq. or any similar state statute or local ordinance;
- 8.1.4 shall not, without prior written disclosure to and approval by the Grantor, Use or authorize the Use of any Hazardous Substance on the Easement Area.
- 8.1.5 shall not cause or allow the Release or threat of Release of any Hazardous Substance on, to, or from the Easement Area;
- 8.1.6 shall promptly notify the Grantor of any actual or suspected Release of any Hazardous Substance on, to, or from the Easement Area, regardless of the cause of the Release;
- 8.1.7 shall promptly provide the Grantor with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, claims, causes of action, complaints, investigations, judgments, letters, notices of environmental liens or Response actions in progress, and other communications, written or oral, actual or threatened, from the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, or other federal, state or local agency or authority, or any other entity or individual, concerning any Release of a Hazardous Substance on, to or from the Property, or any alleged violation of or responsibility under any Environmental Law relating to the Property; and

8.1.8 shall promptly take all necessary action in Response to any Release or Use of a Hazardous Substance at the Property that gives rise to any liability, claim, cause of action, obligation, demand, fine, penalty, loss, judgment or expense under any Environmental Law, or causes a significant public health or workplace effect, or creates a nuisance.

8.1.9 As used in this Section, the following terms have the following definitions:

- (i) "Claim" or "Claims" means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgments, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney's fees, consultants' fees, response costs, remedial action costs, cleanup costs and expenses which may be related to any Claims);
- (ii) "Environmental Law" or "Environmental Laws" means the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. ' 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. ' 6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. ' 1251 et seq., the Clean Water Act, 33 U.S.C. ' 1321 et seq., the Clean Air Act, 42 U.S.C. ' 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. ' 2601 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing or hereafter enacted;
- (iii) "Hazardous Substance" or "Hazardous Substances" means any petroleum product, distillate, or fraction, radioactive material, chemical known to the Federal Government or the State of Minnesota to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by an Environmental Law of the United States or the State of Minnesota including but not limited to Federal or Minnesota hazardous waste laws;
- (iv) "Release" or "Released" means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing or spreading of any Hazardous Substance into the environment, as "Environment" is defined in CERCLA;
- (v) "Response" or "Respond" means action taken in compliance with Environmental Laws to correct, remove, remediate, cleanup, prevent, mitigate, monitor, evaluate, investigate, assess or abate the Release of a Hazardous Substance;

- (vi) "Use" means to manage, generate, manufacture, process, treat, store, use, re-use, refine, recycle, reclaim, blend or burn for energy recovery, incinerate, accumulate speculatively, transport, transfer, dispose of, or abandon a Hazardous Substance.

## 9. MISCELLANEOUS:

- 9.1 Grantee/Grantor: As used in this Agreement, the terms "Grantee" and "Grantor" shall include the parties first named above and their respective successors or assigns.
- 9.2 Headings: The paragraph headings used in this Agreement are used solely for the purpose of convenience. They are not intended to, and do not, modify or limit the wording of the paragraphs to which they are appended, and they shall not be used or construed as guides to the interpretation of said paragraphs.
- 9.3 Severability of Terms: Each provision, paragraph, sentence, clause, phrase, and word of this Agreement shall apply to the extent permitted by applicable law and is intended to be severable. If any provision, paragraph, sentence, clause, phrase or word of this indenture is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement.
- 9.4 No Waiver: Any act or omission constituting a breach of this Agreement shall be limited to such act or omission and shall not be construed as a permanent or continuing waiver thereof;
- 9.5 Notices: Any notice given by a party pursuant to this Agreement, shall be good if served upon the other party, or if deposited in a United States post office, certified mail, addressed to the other party at its last known address.
- 9.6 Merger: This Agreement completely outlines all of the rights, responsibilities, and obligations of the parties hereto and said indenture may not be amended or altered except by an instrument in writing signed by both parties. Furthermore, this Agreement merges all prior oral representations and negotiations of the parties hereto.
- 9.7 No Warranty: Grantor does not warrant title to the Easement Area, and makes no representations or warranties, express or implied, as to the habitability of the Easement Area or the fitness of the Easement Area for Grantee's purpose or any other particular purpose.
- 9.8 Property: When used herein, the term "Property" shall mean the Easement Area together with any other adjacent land or personal property located thereon belonging or in the control of Grantor.

9.9 Minnesota Law: This Agreement shall be governed by the laws of the State of Minnesota. Grantee, at its cost, may cause a copy of this Agreement to be recorded with the Hennepin County Recorder.

**THIS AGREEMENT** shall inure to the benefit of and be binding upon the successors and assigns of the Grantor and the Grantee.

**GRANT:**

**SOO LINE RAILROAD COMPANY**  
*doing business as Canadian Pacific*

By: \_\_\_\_\_

David S. Drach

Its: Director Sales & Acquisitions US

STATE OF MINNESOTA )

) ss:

COUNTY OF HENNEPIN )

The foregoing Temporary Easement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by David S. Drach, Director Sales & Acquisitions US, of Soo Line Railroad Company, a corporation under the laws of the State of Minnesota, on behalf of the corporation.

Notary Seal

\_\_\_\_\_  
Notary Public

**ACCEPTANCE:**

**CITY OF PLYMOUTH**

By: \_\_\_\_\_  
Kelli Slavik, Mayor

By: \_\_\_\_\_  
Dave Callister, City Manager

STATE OF MINNESOTA )

) ss:

COUNTY OF HENNEPIN )

The foregoing Permanent Bridge Easement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by Kelli Slavik and by Dave Callister, the Mayor and City Manager of the City of Plymouth, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

Notary Seal

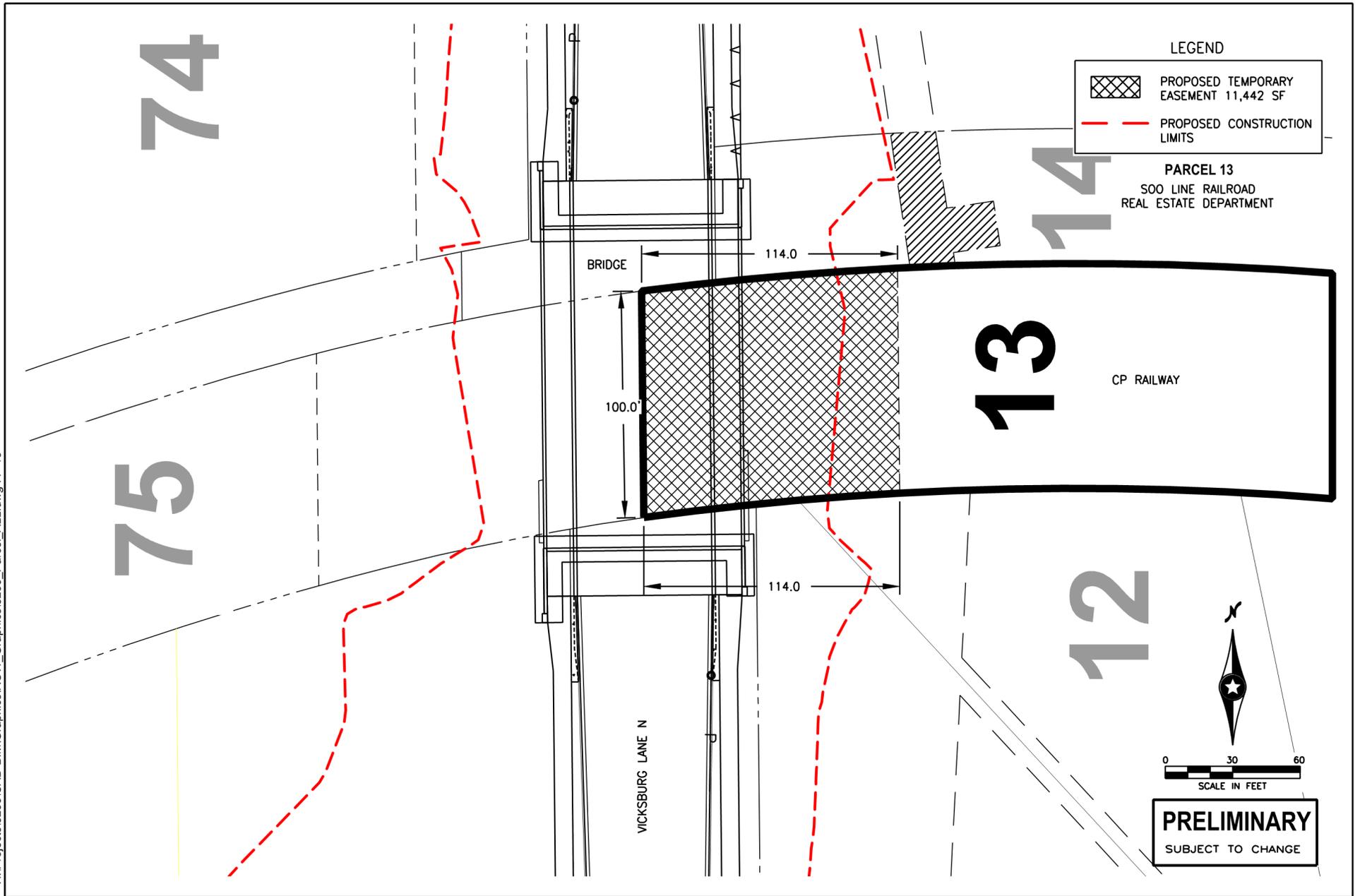
\_\_\_\_\_  
Notary Public

This instrument was drafted by:  
Nikol R. Daniels  
Real Estate Department  
Canadian Pacific  
900 Canadian Pacific Plaza  
120 South Sixth Street  
Minneapolis, Minnesota 55402

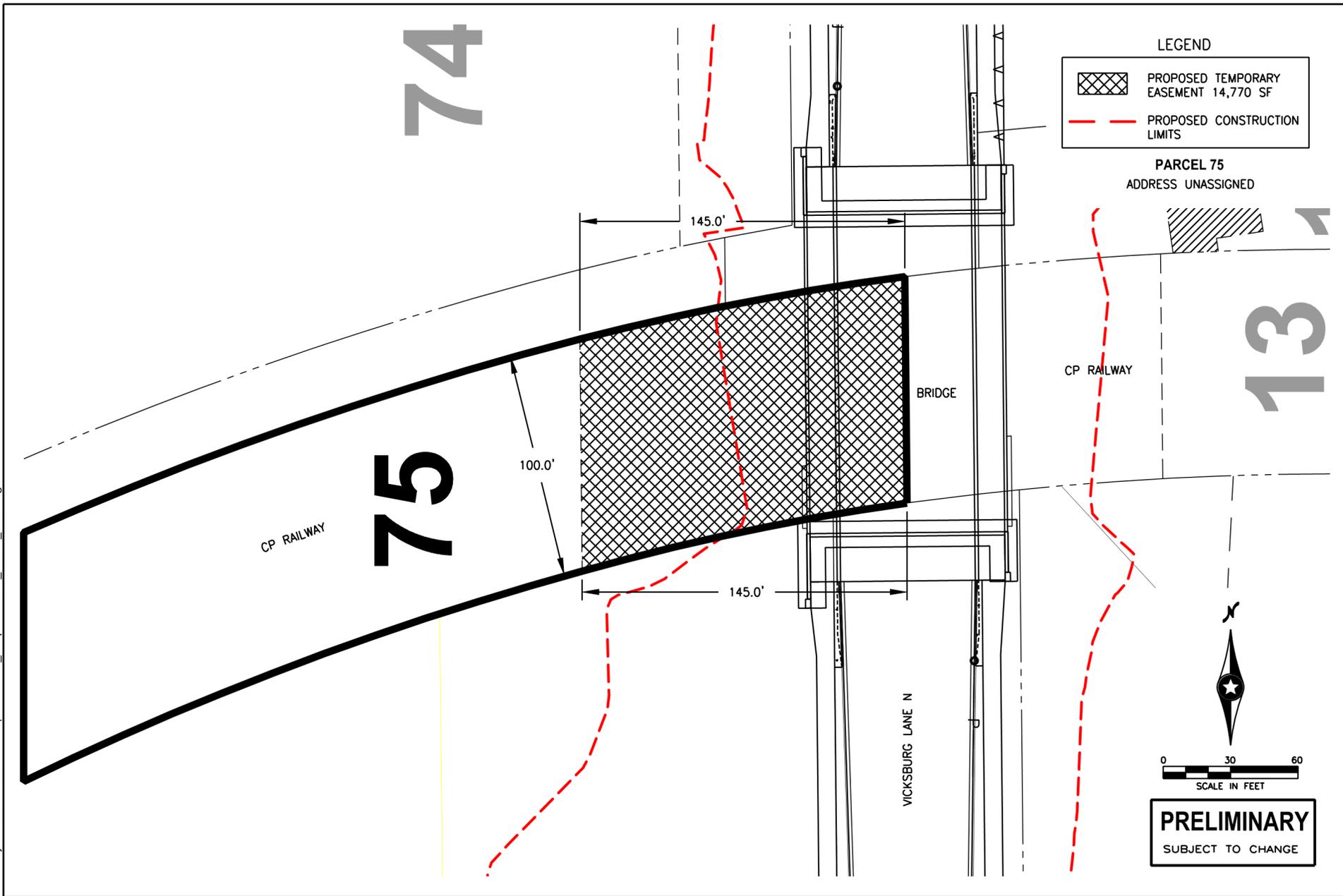
**EXHIBIT C**

**Depiction of Construction Areas**

H:\Projects\8253\CAD-BIM\Graphics\ROW\_Graphics\8253\_Parcel\_ALL.dwg : P-13



H:\Projects\8253\CAD-BIM\Graphics\ROW\_Graphics\8253\_Parcel\_ALL.dwg : P-75

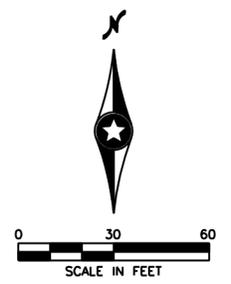


**LEGEND**

 PROPOSED TEMPORARY EASEMENT 14,770 SF

 PROPOSED CONSTRUCTION LIMITS

**PARCEL 75**  
ADDRESS UNASSIGNED



**PRELIMINARY**  
SUBJECT TO CHANGE

**EXHIBIT D**

**Identify Flagging and Watchman Protection**



**CANADIAN  
PACIFIC**

**MINIMUM SAFETY REQUIREMENTS FOR CONTRACTORS  
WORKING ON RAILWAY PROPERTY**

**April 2007**

*Initialed by:*

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**Page 82**

**Canadian Pacific's Minimum Safety Requirements for Contractors Working on Railway Property is the minimum safety requirements to be followed at all Times.**

Note –

Prior to the commencement of any work at the worksite, a local safety orientation must be conducted in conjunction with Canadian Pacific and shall include the following:

- Hazard identification / risk assessment of hazards inherent in the work to be undertaken or generated by the work processes to be used.
- Various controls used to mitigate risk of the hazards present both as a result of the railway and contractor work processes.
- Local communication procedures including emergency call-out / response.
- Local evacuation procedures.

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## **SR1 INTRODUCTION**

- 1.1 At Canadian Pacific (“**CP**”), safety is an integral part of the way we do business. We expect everyone working on Canadian Pacific’s property (“**Railway property**”) to be unconditionally committed to safety. Safety must be given top priority and will take precedence over deadlines, production schedules, and all other considerations.

## **SR2 GENERAL**

- 2.1 The Contractor shall be solely responsible for the safety of it’s agents, employees and subcontractors (“**Contractor Personnel**”).
- 2.2 The Contractor shall comply with all applicable health and safety legislation, regulations and codes applicable to the work.
- 2.3 The Contractor shall ensure that all Contractor’s Personnel comply with the following safety requirements when working on Railway property. The Contractor shall have a copy of the following documents on site at all times:
- 2.3.1 Canadian Pacific’s Minimum Safety Requirements for Contractors Working on Railway Property.
  - 2.3.2 Contractor’s construction safety plan pursuant to section SR15 (if applicable).
  - 2.3.3 Contractor’s Emergency Information Sheet pursuant to section SR15.
  - 2.3.4 Contractor’s safety policies, rules and work procedures pursuant to SR14.
- 2.4 Access to Railway property for any Contractor Personnel is at CP’s sole discretion. Such access is only for the purpose of Contractor Personnel performing services for CP, and only for the duration of Contractor’s contract with CP. The Contractor shall ensure that Contractor Personnel wear appropriate Contractor photo identification and/or visitor tags while on Railway property, and have appropriate documentation to verify the services being performed for CP. The Contractor shall ensure that Contractor Personnel comply with CP’s instructions regarding security restrictions or other restrictions resulting from emergent conditions.

## **SR3 PERSONAL ATTIRE**

- 3.1 The Contractor shall ensure that Contractor Personnel wear clothing required by applicable legislation, regulation and codes and is suitable to perform job functions safely, protect against hazards to the skin and adequate for existing weather conditions.

## **SR4 PERSONAL PROTECTIVE EQUIPMENT**

- 4.1 The Contractor shall ensure that Contractor Personnel wear personal protective equipment required by applicable legislation, regulations, codes and as necessary to protect against personal injuries while on Railway property, and in accordance with this Article SR4. All personal protective equipment shall be approved by the Canadian Standards Associations (CSA) or by the American National Standards Institute (ANSI), and shall be in good condition and be properly fitted.

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4.2 The following mandatory protective equipment shall be supplied by the Contractor at its own expense, and Contractor shall ensure that it is worn by Contractor Personnel on Railway property:

4.2.1 Safety hard hat shall be worn at all times, except inside enclosed vehicles or equipment.

4.2.2 Safety boots shall be worn at all times. They must have puncture resistant soles and meet CSA Z195 Grade One Green Triangle (Canada), or US ANSI Z41, Section 5 standards.

4.2.3 Safety glasses with permanently attached side shields that meet CSA Standard 94.3 (in Canada) and ANSI Standard 87.1 (in the US) must be worn at all times, except inside office buildings\*\*\* and inside enclosed cabs of vehicles.

\*\*\*Safety glasses as specified above must be worn in office buildings, if the task being performed, results in a risk of injury to the eyes (i.e. construction related tasks, working with electrical hazards, etc.).

Additional eye and face protection equipment is to be worn as determined necessary by the Contractor, based upon the contractor's risk assessment.

Under special circumstances, whereby, the wearing of safety glasses will hinder specialized work being performed by the contractor or that the safety can be improved for the contracted employee(s) by varying from the standard outline above, the wearing of such will be determined by the Contractor, based upon the contractor's risk assessment.

4.2.4 Hearing protectors shall be worn in all designated locations and as required by any applicable governing legislation, regulations, and codes.

4.2.5 Appropriate respirators shall be worn whenever work processes create airborne particulates (i.e. dust, mist, vapour or fumes).

4.2.6 High visibility fluorescent work wear with reflective striping (CSA (Canada) or ANSI (US) approved preferred) shall be worn when-on Railway property.

High visibility work wear must not be covered by other clothing or equipment, except where necessary for safety reasons such as where fall protection or pole climbing equipment is being used.

## **SR5 PERSONAL CONDUCT**

5.1 Entry upon Railway property when in possession of, or under the influence of intoxicants, narcotics, controlled substances or medication which may in any way adversely affect alertness, concentration, reaction response time or safety is prohibited. Contractors must have appropriate programs and processes in place to ensure that Contractor Personnel are in compliance with this requirement.

5.2 Possessing or using any alcoholic beverage or drug is prohibited when working on Railway property:

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- 5.3 CP is committed to providing and maintaining a work environment that supports the dignity of all individuals and will not tolerate any discrimination, harassment or violence in the workplace. Contractor shall ensure that Contractor Personnel conduct themselves in a manner consistent with these principles.
- 5.4 Smoking is prohibited in all buildings and on all Railway property, except where CP management has designated an outdoor smoking area.

**SR6 PROTECTION OF RAILWAY TRAFFIC AND PROPERTY**

- 6.1 The work shall be organized and executed in such a manner as to ensure no interference with the regularity and safety of railway operations. No step in any sequence of operations which might either directly or indirectly affect the regularity or safety of railway traffic shall be started until approval of the project manager has been obtained. No temporary structure, materials, or equipment shall be permitted closer than 12 feet (3.66 meters) to the nearest rail of any track without prior approval in writing of the project manager.
- 6.2 No work shall be done on or above, or use made of, any trackage without approval by the project manager and then only under the direct supervision of a qualified CP flagperson, or unless they are specifically authorized and qualified to perform said work.
- 6.3 The Contractor shall, at all times, conduct its operations in a wholly responsible manner to avoid damage to the CP's trackage or property.
- 6.4 Signs, signals and flags necessary for the safe operation of the railway shall not be obstructed, removed, relocated, or altered in any way without proper authorization. Blue flag protection on tracks signifies CP employees are on, under or between rolling stock equipment. Blue flags are important safety devices and must not be touched or obstructed.
- 6.5 Only qualified personnel are permitted to operate switches, derails, electric locking mechanisms or other appliances. The Contractor shall keep equipment, material and Contractor Personnel clear of this equipment at all times. Neither the Contractor nor Contractor Personnel shall operate or tamper with any signal or communication systems or any other railway safety devices unless specifically authorized and qualified.
- 6.6 While railway traffic is passing through, within 50 feet of the work area, the mechanisms for securing rotating equipment must be used to prevent rotational movement. Buckets on shovels must be lowered to the ground to rest. Operators shall get out of their equipment and position themselves in a safe area 20 feet from the track as a minimum where possible.

When working in multi-track territory Operators shall exit to the non-live side of the track and position themselves in a safe area 20 feet from the track as a minimum where possible (do not stand on or between adjacent tracks).

- 6.7 Construction equipment parked on Railway property on nights or weekends shall be secured in a safe position well clear of all tracks to prevent accidental contact with trains and moving equipment and to not restrict train crew sightlines. As much as possible, materials shall be stored in locations where they are not subject to public viewing in

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order to prevent vandals from using them to cause derailments or damage to Railway property. Scrap materials shall be disposed of as soon as possible. The Contractor shall consult with CP personnel to determine the best location to store equipment and materials.

- 6.8 Before starting excavation operations, the Contractor shall ascertain that there are no underground wires, fibre optic cables, pipelines or other facilities which could be damaged or, if present, that such installations are properly protected. Fibre optic cables are present on most segments of the right-of-way. Prior to commencing any excavation, the Contractor shall contact the proper authority to obtain the necessary permit and to locate and protect such cables.

Excavations shall not be left unattended unless they are properly protected; and the CP supervisor shall be notified.

- 6.9 Railway pole lines carry electric power and should be treated as any other power lines.
- 6.10 Any Contractor Personnel discovering a hazardous or potentially unsafe condition which may affect the safe passage of railway traffic must advise CP immediately:

In Canada – Network Management Centre (NMC) Calgary 1-800-795-7851

In the US – Operations Centre Minneapolis – 1-800-SOO-HELP (1-800-766-4357)

#### **SR7 TRAIN MOVEMENTS AND WORKING NEAR TRACKS**

- 7.1 The Contractor shall ensure that all Contractor Personnel are aware of and comply with the following safety rules which apply to working near railway tracks:
- 7.1.1 Personnel shall be alert to train movement shall expect the movement of trains, engines, cars, or other moveable equipment at any time, on any track, and in any direction, even cars on sidings that appear to be stationary or in storage. Stay at least 50 feet (15 meters) away from the ends of stationary cars when crossing the track, and never climb on, under or between cars. To cross tracks, personnel shall look both ways, and if the tracks are clear, walk at a right angle to them.
- 7.1.2 Personnel shall not rely on others to protect them from train movement. The responsibility is theirs for safety on the railway.
- 7.1.3 Personnel shall not stand on the track in front of an approaching engine, car or other equipment.
- 7.1.4 Personnel shall be aware of the location of structures or obstructions where clearances are close.
- 7.1.5 Personnel shall not stand or walk on railroad tracks, either between the rails or on the ends of ties unless absolutely necessary. Personnel shall stay clear of tracks whenever possible.

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- 7.1.6  Within the **United States**, “ON TRACK SAFETY” rules apply. This is a set of rules, which were developed and promulgated by the Federal Railroad Administration (FRA 49 CFR Part 214, Subpart C - Roadway Worker Protection Regulations). The On Track Safety rules apply to contractors to a railroad who perform inspection, maintenance or repair to railroad facilities. These rules and procedures must be complied with to work on or near Railroad property. Specific training and obedience to these rules and procedures are a requirement of the FRA. Significant willful fines can result from the violation of these rules.

 Please refer to Canadian Pacific’s General Requirement for Contractors On Track Safety Procedures.

Contractors will not be allowed to foul a track unless:

- They have been properly advised of the On Track Safety awareness procedures;
- A railway employee who is qualified to provide protection is present at the work site.

*Fouling Track - The placement of an individual or an item of equipment in such proximity to a track that the individual or equipment could be struck by a moving train or track unit or in any case within four (4) feet of the field side of the nearest rail.*

- 7.1.7 No work activities or processes are allowed within 50 feet (15 meters) of the track centerline while trains are passing through the work site unless specifically authorized. Personnel shall always, where possible, stand at least 20 feet back from the track(s), to prevent injury from flying debris or loose rigging. Also, personnel shall observe the train as it passes and be prepared to take evasive action in the event of an emergency.
- 7.1.8 Personnel shall not remain in a vehicle that is within 50 feet (15 meters) of a passing train, and shall not drive near moving trains. Personnel shall move vehicles away from the tracks at least 50 feet (15.24 meters) unless specifically authorized, or park the vehicle away from the tracks and walk to a safe distance whenever trains pass.
- 7.1.9 Personnel shall not stand on or between adjacent tracks in multiple track territory when a train is passing. Personnel shall be especially alert in yards and terminal areas as engines may be pushing cars, cars may be moving without any engine attached and engine/cars change tracks often.
- 7.1.10 Personnel shall not walk, stand or sit on the rails. As the rail surface can be extremely slippery, personnel must step over the rails when crossing tracks. Personnel shall also be aware railway ties can also be slippery and that railway ballast can shift while walking on top of it.

Personnel shall stay away from track switches as remotely operated switch points can move unexpectedly with enough force to crush ballast rock.

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Personnel shall stay away from any other railway devices they are unsure of. Personnel shall not disturb or foul the ballast at any time.

- 7.1.11 Personnel shall not foul the track with any piece of equipment without a CP flagperson and proper protection.
- 7.1.12 Certain projects will require the assistance of a qualified flagperson. The decision as to where flagpersons are required rests with CP. One week advance notice is required before entering Railway property so that flagging protection requirements may be determined and arranged for.
- 7.1.13 Good communication between Contractor Personnel and CP's flagperson is imperative. Everyone must have knowledge of the flagging limits, time limits and location to clear for any train movements. CP's flagperson will be responsible for clearing any movement of workers and equipment near the tracks, no matter how minor.
- 7.1.14 Contractor Personnel shall not interfere with a CP's flagperson who is communicating by radio with the dispatcher or other CP employees. Personnel shall wait until the flagperson is finished and able to give them full attention. Personnel shall not assume a move is cleared by something overheard on a radio conversation.
- 7.1.15 Personnel shall not move equipment across the tracks except at established road crossings, or unless under the protection and authorization of a CP flagperson and only if the job site has been properly prepared for such a move. Tracked equipment will require a CP flagperson any time railroad tracks are crossed.
- 7.1.16 Personnel shall not move equipment across railroad bridges or through tunnels, except as expressly agreed by CP, and under such conditions as stipulated by CP, including without limitation, a CP flagperson.
- 7.1.17 The Contractor shall keep all Contractor personnel informed of current weather conditions. Personnel shall stay alert for possible high water conditions or flash floods. During severe weather conditions:
  - Personnel shall be prepared to take cover in the event of a tornado.
  - Personnel shall not work while lightning is occurring;
  - If storm conditions arise unexpectedly, Contractor Personnel shall ensure that equipment is in the clear of the tracks and secured before seeking cover. Contractor Personnel shall stay away from railroad tracks when visibility is poor, such as during fog or blizzard conditions.

## **SR8 TOOLS, EQUIPMENT AND MACHINERY**

- 8.1 All Contractor equipment, machinery and highway vehicles must:

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- Be in good working order (including lights and safety devices such as back-up alarms) and properly serviced and maintained;
- Be safe for their proposed use;
- Be equipped with appropriate emergency equipment (examples include fire extinguisher, first aid kit;) based upon Contractor's risk assessment;
- Comply with all applicable legislation, regulations and codes.

8.2 Drivers of highway vehicles must be in possession of a valid driver's license of the proper class of the vehicle being operated. The use of seat belts is mandatory for all drivers and passengers. Operators of vehicles and construction equipment must keep their headlights on at all times and observe all facility/area's speed limits and traffic rules. Unless otherwise posted, the speed limit on the CP's roads is 15 mph (24 km/h) or less as conditions warrant.

8.3 Unless authorized in writing, contractors' employees are not permitted to operate or ride on any CP rolling stock and shall not be carried in CP vehicles except in case of an emergency or unless specifically authorized.

8.4 Tools must be used only for the purpose for which they are designed. Defective tools must be repaired or replaced.

8.5 Machinery and equipment must be operated and maintained only by persons properly trained and qualified for that duty.

8.6 All equipment shall be in compliance with applicable legislation, regulations and codes and be equipped with appropriate safety apparatus. In particular, all mobile equipment, including excavators, shall be equipped with beacons and backup alarms.

8.7 The Contractor shall provide adequate lighting when performing work between sunset and sunrise.

**SR9 CRANES**

9.1 The Contractor shall ensure that its cranes and their operation by Contractor Personnel are in compliance with applicable legislation, regulations and codes and be equipped with appropriate safety apparatus. A copy of the latest annual crane inspection shall be provided to CP prior to the commencement of work.

9.2 All cranes shall be equipped with anti-two-blocking devices and safety latches on every hook.

9.3 All lifting apparatus such as steel cables, nylon slings, chains, shackles, etc., must be safety certified.

9.4 The Contractor shall conduct any work in proximity to power lines in such a manner that permits/procedures as required under applicable legislation, regulations and codes are adhered to.

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- 9.5 While railway traffic is passing through the work area, loads on cranes must be lowered to the ground to rest. Cranes without bucket or load must have their load line tightened or retracted to prevent movement.
- 9.6 Cranes parked on Railway property on nights or weekends shall be secured in a safe position well clear of all tracks to prevent accidental contact with trains and moving equipment and to not restrict train crew sightlines. Consult with CP personnel to determine the best location to store equipment and materials. Crane booms shall be lowered onto ground supports so that it will be impossible for them to rotate and cause a track to be fouled.

#### **SR10 CLEANUP, ENVIRONMENT AND FIRE PREVENTION**

- 10.1 The Contractor shall take care to avoid any hazardous, unsafe, unhealthy or environmentally unsound condition, activity or spill on Railway property. The Contractor shall maintain Railway property in a tidy condition and free from the accumulation of waste products and debris. The Contractor shall not permit any debris, products used in the work, or water used to rinse out equipment, to be discharged or spilled on Railway property or into any adjacent lands, ditches, streams, ponds, sewers, etc.
- 10.2 The Contractor shall ensure that Contractor Personnel take all necessary precautions to prevent fires. All flammable material such as paper, rubbish, sawdust, oily or greasy rags, etc. must be kept away from buildings, structures and other facilities subject to fire damage. All flammable material must be disposed of daily by Contractor.
- 10.3 Storing or transporting fuel or gasoline in unapproved containers is prohibited.
- 10.4 If possible, the use of cutting or welding torches must be avoided during the last one-half hour of shifts.
- 10.5 Suitable, charged fire extinguishers and/or full water pump cans must be readily available at all times on the work site. Where the Contractor is working on the right-of-way or other property where a fire risk exists, the Contractor shall have appropriate fire prevention and suppression plan (including emergency numbers for CP, local firefighters and fire control districts) as well as such additional fire fighting equipment and trained Contractor Personnel on site, as required by provincial regulations, codes and guidelines.
- 10.6 CPR's representative must be advised promptly of any fire. Such fire must be fully extinguished or protection provided prior to leaving the work site.
- 10.7 Upon completion of the work, the Contractor shall remove his surplus materials and equipment from Railway property. The Contractor shall also remove all waste products and debris, including rinse out water, and leave Railway property clean and suitable for occupancy.

#### **SR11 HAZARDOUS MATERIALS and RESPONSIBLE CARE**

- 11.1 If chemicals are required by the Contractor to carry out its contractual obligations, the Contractor must ensure that the transport, label, use and storage of any chemicals are in accordance with all applicable laws, regulations and codes.

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- 11.2 For all chemicals to be used, the Contractor must have available on site the latest Material Safety Data Sheet (MSDS) and provide CP with a list of employees' names who have been trained in Workplace Hazardous Materials Information System (WHMIS), or in OSHA's Hazard Communication Standard.
- 11.3 A current emergency response plan must be maintained by the Contractor and made available upon request to CP. Emergency response plans must include at a minimum:
  - Contractor reporting procedures in the event of an incident or spill;
  - Emergency response contacts and phone numbers;
  - Incident reporting phone numbers including phone numbers for CP incident reporting and local CP personnel.

**Any Contractor Personnel discovering a hazardous or potentially unsafe condition which may affect the safe passage of railway traffic or reporting an emergency or spill must advise CP immediately at:**

**In Canada,**

**Network Management Centre (NMC) Calgary 1-800-795-7851**

**In the US,**

**Operations Center Minneapolis – 1-800-SOO-HELP (1-800-766-4357)**

**Canadian Pacific Police Services – 1-800-716-9132**

- 11.4 In the event of an incident or spill, The Contractor must take all reasonable actions to contain the spill and respond in accordance with its emergency response plan.
- 11.5 The Contractor shall dispose of all chemicals and surplus waste materials in accordance with all relevant legislation, regulations and codes.
- 11.6 In addition to compliance with all applicable legislation, regulations and codes and as part of CP's commitment to Responsible Care (an initiative by the chemical industry to which CP is a Responsible Care partner), contractors must have appropriate systems and controls in place to mitigate potential environmental, health and safety risks while using chemicals on Railway property. CP will provide Contractor with information regarding Responsible Care upon request from Contractor.

**SR12 FIRST AID, INCIDENT AND ACCIDENT REPORTING**

- 12.1 The Contractor must have a first aid kit, of a size suitable for the crew, available in the immediate vicinity of the work site. It must be examined by the Contractor prior to the commencement of work, after each use and regularly each month to ensure that it is properly equipped. Any missing or altered articles must be promptly replaced by the Contractor.
- 12.2 Where required, other first aid equipment such as stretchers, emergency showers, eye wash stations, etc. must be made available by Contractor at the work site.

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12.3 All accidents, personal injury, occupational illness, damage to Railway property or customer property, and incidents, such as environmental spills, must be reported promptly by the Contractor to CP. The Contractor shall provide CPR with as much detailed information as possible, including:

- Time of incident;
- Location of incident;
- Extent of injuries and/or damage;
- Description of incident including the cause of incident, if known; and
- Contractor’s name and telephone number.

**Canadian Pacific Emergency Numbers**

In Canada,

**Network Management Centre (NMC) Calgary 1-800-795-7851**

In the US,

**Operations Center Minneapolis – 1-800-SOO-HELP (1-800-766-4357)**

**Canadian Pacific Police Services – 1-800-716-9132**

In the event of an environmental spill or any spill that could have a negative impact on the environment, the Contractor shall also provide CP with the following information:

- Description of location and surrounding area, including any sensitive environmental areas nearby (e.g., rivers, parks, sewers);
- Type and quantity of substance released;
- Cause of spill or deposit, if known; and
- Details of any immediate action taken or action proposed to be taken to contain spill and recover substance.

12.4 Security concerns and security incidents (i.e. theft, vandalism, bribery, stalking, assault or other incidents that may cause injury or property damage, or involve criminal activity) must be reported by Contractor to the Canadian Pacific Police Service 1-800-716-9132.

**SR13 JOB BRIEFINGS**

13.1 When required by CP or by the Contractor, a job briefing must be conducted.

13.2 The Contractor Personnel performing services on Railway property must participate in the job briefing and any such individuals who are not able to be present at the main briefing, must attend a separate briefing. Contractor must ensure that all Contractor

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Personnel on the work site understand the content of the job briefing. CP representative(s) or designates may attend at CP's sole discretion and shall include the participation of the CP Flagperson if present at the worksite.

13.3 The following topics should be covered in the job briefing:

- Tasks to be accomplished;
- Work location;
- Contractor Personnel responsibilities;
- Equipment to be used;
- Specific safety reminder due to a hazardous condition;
- Identification of all potential hazards specific to the area(s) in which they will be working and the tasks they are performing;
- Special instructions due to an unusual situation or practice;
- Type of track protection along with its time and physical limits and identification of CP's employee responsible for the protection;
- Emergency response plan/evacuation procedures.

**SR14 CONTRACTOR SAFETY POLICY**

14.1 Prior to the commencement of any work, the Contractor shall provide CP with its applicable safety policies, rules and procedures.

**SR15 CONSTRUCTION SAFETY PLAN**

15.1 Prior to commencement of any construction work, the Contractor shall provide CP with a Construction Safety Plan.

15.2 The Construction Safety Plan shall:

15.2.1 List and define the construction methods that will be used for each major phase of the work and describe the process and safety procedures to be incorporated.

15.2.2 Integrate the necessary safeguards to be implemented in the work's planning schedules.

15.2.3 List all safety activities and their frequency including:

- Contractor Personnel's Review of:
  - Canadian Railway's Minimum Safety Requirements for Contractors Working on Railway Property;

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- Contractor's Safety Plan;
  - Contractor's Emergency Information Sheet, and Emergency Response Plan;
- Contractor Personnel Orientation Meetings;
  - Site Hazard Assessments;
  - Site Inspections and Monitoring;
  - Safety Meetings.
- 15.2.4 Provide for each piece of heavy equipment to be used, such as loaders, excavators and cranes, a summary of the Contractor Personnel's experience, past performance and safety tests, and list of previous accidents resulting from the equipment's operation.
- 15.2.5 Provide the layout of temporary construction buildings and facilities, including how the Contractor will ensure safe use.
- 15.2.6 Provide details of emergency procedures for work near or over water. Emergency equipment such as ring buoys, floating vests and, if physically possible, a powered boat must be readily available in the downstream vicinity of the work site.
- 15.2.7 Provide details of safety procedures for blasting work. Explosive materials must be handled, stored and used in accordance with all applicable legislation, regulations and codes.
- 15.2.8 Provide details of safety procedures for work in confined spaces including:
- Atmosphere test results;
  - Evaluation of hazard within the confined space;
  - Procedures for entering/existing the confined space;
  - Required protection equipment;
  - Emergency procedures and equipment.

Prior to entry of any Contractor Personnel into a confined space, Contractor shall conduct such testing, and obtain such permits as required under applicable legislation, regulations and codes. Contractor shall ensure Contractor Personnel wear such additional protective equipment as determined necessary by the Contractor, based upon the Contractor's risk assessment of the space (examples include full body harness, approved respirators, etc.).

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- 15.2.9 Provide the layout of cranes, proposed lifting procedures and other pertinent information such as cranes' capacity charts, working radius, loads, possible obstacles or site restrictions, etc.
- 15.2.10 Provide an Emergency Information Sheet for notifying medical assistance, emergency transportation and direction of rescue operations, including the information identified in appended Table A. Copies of this document shall be present on site at all times and be in a location readily accessible to all Contractor Personnel on the site. Its content shall be reviewed at the beginning of each week and when job location changes. The Contractor must ensure that all Contractor Personnel on the work site are familiar with its contents.
- 15.3 The Safety Plan shall also include drawings and specifications prepared, sealed and signed by a qualified professional engineer, for each of the following items, whenever applicable to the work:
- 15.3.1 Details of the design, erection, use and inspection of fall prevention structures such as scaffolding, work platforms and other staging. These are mandatory wherever Contractor Personnel are working at heights in excess of 8 feet (2.44 meters), in Canada or 10 feet (3.05 meters), in the USA, above the nearest permanent safe level or where a drowning hazard exists. This requirement does not apply where pre-engineered scaffolding is used as a fall prevention device; provided it is used in accordance with the manufacturer specifications and is designed to meet all applicable legislation, regulations and codes.
- Details of fall protection systems when it is physically impossible to provide safe fall prevention structures or when working on a temporary structure more than 20 feet (6.10 meters) in Canada and as per health and safety legislation, regulations and codes applicable to the work in the US, above the nearest permanent safe level. Personal fall protection equipment shall include a CSA or ANSI approved full body harness, lanyard and shock-absorbing device, attached to a CSA or ANSI approved or engineered anchored lifeline or fixed anchor. The system shall also provide a retrieval device or equipment readily available on the work site. Safety nets are acceptable in lieu of personal fall protection equipment, if it is impracticable to use a fall protection system. The Contractor shall also provide a fall rescue plan to be used in accordance with any fall protection plan as required.
- 15.3.2 Details of shoring systems for excavations, which may endanger nearby Contractor Personnel or structures. Shoring systems shall be designed to comply with applicable legislation, regulations and codes. Excavations must be properly covered or barricaded with appropriate reflective equipment. Lights or flares must be used where practicable.

## **SR16 COMPLIANCE WITH SAFETY REQUIREMENTS**

- 16.1 If ever the Contractor's Personnel do not comply with the safety requirements, the Contractor's site supervisor will be reminded of the requirements by the CP's representative. If Contractor Personnel refuses to comply with the safety requirements, the Contractor will be required to ensure that such Contractor Personnel immediately

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leave the property, failing which CP maintains the right to require the Contractor Personnel to immediately leave the property. Any working procedures not conforming to the safety requirements will result in the closing down of the work site.

16.2 CP will not accept any claims for delays or lost time due to safety compliance or procedures issues.

**The above provisions and requirements may be amended from time to time by Canadian Pacific.**

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**EXHIBIT E**

**Right of Entry Agreement**

## RIGHT OF ENTRY LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made by and between

### 1. PARTIES:

**SOO LINE RAILROAD COMPANY**, a Minnesota Corporation doing business as Canadian Pacific with general offices at:

| Address                                                                              | Contact Info |                    |
|--------------------------------------------------------------------------------------|--------------|--------------------|
| 900 Canadian Pacific Plaza<br>120 South Sixth Street<br>Minneapolis, Minnesota 55402 | Name:        | Jim Krieger        |
|                                                                                      | Phone:       | (612) 330-4555     |
|                                                                                      | Fax:         | (612) 904-5917     |
|                                                                                      | Email:       | Jim_krieger@CPR.ca |
|                                                                                      |              |                    |

hereinafter called "**CP**,"

and >

, whose address is:

| Address                                  | Contact Info |                            |
|------------------------------------------|--------------|----------------------------|
| 3400 Plymouth Blvd<br>Plymouth, MN 55447 | Name:        | Jim Renneberg              |
|                                          | Phone:       | (763) 509-5541             |
|                                          | Fax:         | (763) 509-5510             |
|                                          | Mobile:      |                            |
|                                          | Email:       | jjrenneberg@plymouthmn.gov |

hereinafter called "**Licensee**."

### 2. PROPERTY; SCHEDULE; GRANT OF LICENSE;

#### 2.1. Property

CP hereby grants Licensee a license to enter in and upon certain property owned or controlled by CP in

#### **The City of Plymouth, MN**

shown upon the map labeled Exhibit A that is attached hereto and made a part hereof (the "**Property**")

#### 2.2. Work Schedule:

for the sole for the purpose of performing, generally, the following activities:

**Construction of new approach grades and a new bridge numbered 27BR99 to span the existing at-grade public roadway, Vicksburg Lane N, crossing (FRA/ AAR 689118V).**

within the scope and in the manner described in detail in the schedule labeled Exhibit B that is attached hereto and made a part hereof (the "**Work**").

#### 2.3. Grant of License:

This license is granted subject to all the terms and conditions set forth below and apply to all Work and activities upon the Property that may be performed by Licensee through its employees, agents, and contractors. For the purposes of this Agreement, the actions and omissions of such employees, agents, and contractors shall be deemed the actions and omissions of Licensee.

**2.4. Agreement To Be Available At Work Site:**

Licensee shall keep a copy of this Agreement at the Work site and shall make it available upon demand by any employee or agent of CP.

**3. TERM, EFFECTIVE DATE, EXPIRATION & TERMINATION**

**3.1. Term:** The term of this Agreement shall

*Commence* at 12:01 am on **March 1, 2016** the “**Commencement Date;**” and

*Expire* at 11:59 pm on **June 25, 2016** the “**Expiration Date;**”

the “**Term.**” Upon agreement between CP and Licensee, the Term may be lengthen or shorten without affecting any other provisions of this Agreement

**3.2. Effective Date:**

This Agreement shall be effective upon the date that it has been signed by both parties.

**3.3. Expiration:**

This Agreement will expire at the Expiration Date, or when the Work is completed, whichever occurs first. Notwithstanding any other provision of this Agreement, the preceding sentence shall not terminate or limit any claim by CP against Licensee arising prior to the Expiration Date. If the Work includes monitoring wells, and if such wells remain on the Property after the Expiration Date, this Agreement shall remain in effect for those wells until the earlier of the following:

- (i) the date they are properly closed (i.e., sealed and abandoned in accordance with applicable legal requirements) by Licensee or
- (ii) the date CP assumes ownership of such wells pursuant to section 10.8.

**3.4. TERMINATION; EXCLUSION:**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN**, this Agreement is terminable by CP prior to the Expiration Date in the event Licensee breaches any of its obligations under this Agreement. If CP elects to terminate this Agreement, it shall give Licensee notice of termination, which notice shall specify the obligation or obligations breached by Licensee; and this Agreement shall terminate > days after such notice is given (provided, however, that this Agreement shall not terminate if the breach is cured within said >-day period). This Agreement is also subject to early termination pursuant to paragraph 21. The early termination of this Agreement shall not terminate or limit any claim by CP against Licensee arising prior to such termination. If Licensee is in breach of any of its obligations under this Agreement, any employee or agent of CP may order Licensee off the Property, in which case Licensee shall immediately leave the Property; moreover, Licensee shall leave the property immediately upon receipt of a notice given pursuant to this paragraph 3(D); and in either case, Licensee shall not re-enter the Property until such time as the breach is cured.

**4. PAYMENTS**

**4.1. License Fee.**

In consideration of the permissions herein granted, the Licensee shall with its execution hereof pay to CP the sum of **\$0.00**

**4.2. Utilities.**

Licensee shall assume and timely pay for any gas, electrical, telephone, computer, sewer, water, storm water, waste or trash removal or any other service or commodity connected with the Work, collectively "**Utility Service.**" If any Utility Service fee is in common with CP or other parties, Licensee shall be liable for its proportionate share of any such Utility Service Fee and upon receipt of a bill therefor, promptly pay CP or such other party for its share. It shall be a default in the terms of this lease if it can be shown that Licensee has not made such payments within 30 days if due to CP, or within 60 days if payable to any other party.

**4.3. Mechanics' And Materialmen's Liens:**

If any mechanics' or materialmen's lien, or similar lien, is asserted against the Property, or any other property of CP, as a consequence of the Work, Licensee shall immediately satisfy, defend, or obtain the release of such lien, all at Licensee's expense, and Licensee shall indemnify and defend CP against any Claims arising out of or connected with such lien.

**4.4. Additional Charges.**

Licensee shall within 30 days of receipt of a bill therefor, pay to CP costs for flagging, track changes or damage, or other such charges as may be provided by this Agreement or that CP may reasonably impose in connection with Licensee's Work.

**4.5. Due Dates; Penalties; Other Charges**

**4.5.1. Due Dates**

Any item, submission or payment required to be made shall be deemed timely made if received by the other party on or before the specified due date, or prior to expiration of the applicable period for compliance, submission or payment.

**4.5.2. Late Fees**

In addition to any amounts payable by Licensee to CP, Licensee shall pay CP a late fee for any payment not timely made by Licensee. The late fee shall be at the rate for overdue accounts set by CP's Accounting Department that is in effect at the time that that any such payment is due. Said late fee shall initially be an amount equal to 1% of the invoice amount per month.

**4.5.3. Fines & Service Fees**

In addition to any other amounts payable by Licensee to CP, Licensee shall pay CP for any bank fines or service incurred by it in connection with the handling, non-payment, return or currency conversion incurred by CP in connection with processing of any payment made by Licensee to CP.

**4.6. Work At No Cost To CP:**

The Work completed by Licensee shall be performed at no cost to CP.

**5. CONTACT, NOTICES, ETC.**

**5.1. Contact Persons; Communications:**

Communications pursuant to this Agreement shall be directed to the contact persons designated in Section 1 or their designees. Either party may change its contact person, or the address(es), telephone number, or fax number for the contact person, by notice to the other party.

**5.2. Notices:**

Except as otherwise provided in this Agreement, all notices pursuant to this Agreement shall be in writing and shall be effective upon delivery to the address or fax number of the contact person for the party to whom notice is being given. If notice is given by fax, the notice shall not be deemed effective until received in legible form.

**5.3. Notification Prior To Beginning Work:**

Licensee must notify CP's contact person by telephone at least three working days prior to beginning any separate phase of the Work, and again promptly after such phase of the Work has been completed.

**6. PERMITTED & PROHIBITED USES; RIGHTS OF CP**

**6.1. Permitted Uses:**

**6.1.1. *The Work:***

The use of Property by Licensee shall be limited to the completion of the Work set forth in Section 2.2., or such other kind of activities as may be approved by CP in writing.

**6.1.2. *Government Authorities.***

Licensee may permit governmental authorities with jurisdiction over the Work to enter the Property for the purpose of inspecting or monitoring the Work. Whenever possible, Licensee shall advise CP (by telephone or other means calculated to bring the matter to CP's immediate attention) prior to permitting such governmental authorities to enter the Property for such purposes. The actions and omissions of such governmental authorities while on the Property for such inspections and monitoring shall be deemed the actions and omissions of Licensee. Licensee is not authorized to permit governmental authorities to enter the Property for any other purpose.

**6.2. Prohibited Uses and Activities.**

The Licensee shall not use, occupy or permit the Property to be used for any purpose, activity or improvement except as provided in this Agreement or as may be approved of in writing by CP. Specifically, Licensee shall not:

**6.2.1. *Advertising***

permit any advertisements or signs upon the Property;

**6.2.2. *Use of Hazardous Substances***

without prior written disclosure to and approval by CP, Use or authorize the Use of any Hazardous Substance on the Property, including installation of any above or underground storage tanks; subject thereto, the Licensee shall arrange at its own cost for the lawful transportation and off-site disposal of any and all Hazardous Substances that it shall Use or generate;

**6.2.3. *Use of Premises for waste treatment or as storage or disposal facility***

cause or allow the Property or any of CP's adjacent property to become a hazardous waste treatment, storage or disposal facility within the meaning of, or to otherwise bring any such property within the ambit of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. or any similar state statute or local ordinance; or

**6.2.4. *Subleasing is prohibited.***

sublease the Property or the permissions or rights herein granted in any manner or form.

**6.3. Reservations and Rights of CP:**

**6.3.1. *Railroad Activities Take Priority over Work***

All Work by Licensee shall always and all times be subordinate to the needs of CP in connection with the operation and movement of railroad trains and equipment, and the repair of railroad track, structures, communications and appurtenances thereto.

**6.3.2. Reservation of prior and future uses not inconsistent with Licensee's activities.**

The rights herein granted to Licensee are subject to the rights granted in all other licenses, permits and easements for tracks, roads, walkways, poles, wires, pipelines, sewers, billboards and other improvements that exist or may be placed upon, across, above or underneath the Property by CP, or its employees, agents, licensees, grantees, representatives or invitees. Further, CP reserves unto itself the right to place (or to give others the right to place) additional tracks, roads, walkways, poles, wires, pipelines, sewers and billboards upon, across, above or underneath the Property in any manner that does not unreasonably interfere with Licensee's Work.

**6.3.3. Monitoring**

CP may elect to be present during the conduct of the Work and to monitor same.

**7. COVENANTS, CONDUCT & RESPONSIBILITIES**

**7.1 Definitions**

**7.1.1 "Claim" or "Claims"** means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgments, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney's fees, consultants' fees, response costs, remedial action costs, cleanup costs and expenses which may be related to any Claims);

**7.1.2 "Environmental Law" or "Environmental Laws"** means the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq., the Clean Water Act, 33 U.S.C. §1321 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law, ordinance, order or decree dealing with the protection of human health, safety, natural resources or the environment now existing or hereafter enacted;

**7.1.3 "Hazardous Substance" or "Hazardous Substances"** means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law;

**7.1.4 "Release" or "Released"** means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing or spreading of any Hazardous Substance into the environment, as "environment" is defined in CERCLA;

**7.1.5 "Response" or "Respond"** means action taken in compliance with Environmental Laws to correct, remove, remediate, cleanup, prevent, mitigate, monitor, evaluate, investigate, assess or abate the Release of a Hazardous Substance;

**7.1.6 "Use"** means to manage, generate, manufacture, process, treat, store, use, re-use, refine, recycle, reclaim, blend or burn for energy recovery, incinerate, accumulate speculatively, transport, transfer, dispose of, or abandon.

## **7.2 Investigation; Compliance with Laws; Safety Requirements.**

### **7.2.1 Tenants and Licensees in possession of Property.**

Before entering the Property, Licensee shall secure the consent of all persons or entities who are using or occupying any portion of the Property. CP will cooperate with Licensee to obtain consent from any such person or entity who unreasonably withholds consent.

### **7.2.2 Underground Utilities And Structures:**

- a. Licensee shall be responsible for determining the location of all underground utilities (electric lines, telephone lines, gas lines, steam lines, sewer lines, water lines, fiber optic cables, pipes, wires, and the like) and underground structures.
- b. Licensee shall call **CP ONE CALL** at **1-866-291-0741** a minimum of 5 business prior to commencing any excavation or boring on the Property.
- c. CP will cooperate with Licensee to identify the location of underground utilities and structures known to CP, but such cooperation shall not relieve Licensee from its primary responsibility to determine the locations of such utilities and structures.

### **7.2.3 Permits And Licenses; Compliance With Laws:**

Licensee shall secure, at no expense to CP, any permits or licenses required in connection with the Work and shall comply with all laws applicable to the Work and the Property, including (but not limited to) any laws, standards, regulations, and permit requirements relating to environmental pollution or contamination or to occupational health and safety. Licensee shall indemnify and defend CP against any and all Claims arising out of or connected with the violation of any law by Licensee while on or about the Property.

### **7.2.4 Compliance With CP Safety Requirements; Identification:**

- a. While on the Property, Licensee shall comply with the safety requirements of CP, as such requirements may be amended from time to time during the duration of the Work, all at no expense to CP. CP's safety requirements are set forth "**Exhibit C**" titled "**MINIMUM SAFETY REQUIREMENTS FOR CONTRACTORS WORKING ON RAILWAY PROPERTY**" and in CP 's current safety handbook. One free copy of the current safety handbook will be provided to the Licensee by the CP contact person. Additional copies will be provided at Licensee's expense. Licensee shall be responsible for ensuring that any person performing any of the Work for or on behalf of Licensee shall comply with the CP safety requirements that would apply to a CP employee performing similar work.
- b. Prior to any entry onto the Property, Licensee and every employee, agent or subcontractor who carries out any part of the Work on the Property shall successfully complete the safety training available through the e-railsafe program at [www.e-railsafe.com](http://www.e-railsafe.com) in respect to requirements for Canadian Pacific operations.
- c. Licensee and every employee, agent or subcontractor who carries out any part of the Work on the Property shall at all times wear and visibly display the identification badge issued to them following successful completion of the e-railsafe safety training together with whatever additional identification materials that CP may reasonably require.

## **7.3 Work In Close Proximity To Railroad Operations; Drainage:**

### **7.3.1 Interference With Railroad Operations:**

Licensee shall keep CP fully apprised of its proposed activities on the Property so as to prevent any interference with the operations of CP's trains or equipment (or trains or equipment of others) operating on or near the Property.

**7.3.2 Clearance;**

No work shall be done or any equipment or other obstruction placed over or within 25 feet laterally of the centerline of any track without advance notification to CP prior to performing such work or placing such equipment or obstruction.

**7.3.3 Flagging:**

Licensee must make arrangements with CP for such flagging or watchman service as CP deems necessary for the protection of railroad traffic. All such flagging and watchman service shall be provided by CP at Licensee's expense. The fact that CP provides such service shall not relieve Licensee from any liability under this Agreement. CP's labor and material additives are subject to change without notice to Licensee, and CP shall be reimbursed based upon its labor and material additives actually in effect as of the date of such service.

**7.3.4 Certain Work Close To Track Not Permitted; Lateral Support:**

- a. Unless otherwise agreed to in writing by CP, excavations, borings, wells, pits, test holes, probe sites, and the like shall not be located closer than 25 feet from the centerline of the nearest railroad track on or adjacent to the Property nor shall it take or allow any action upon the Property that would materially impair the lateral or subadjacent support of adjacent lands or railroad tracks.;
- b. Unless otherwise agreed to in writing by CP, drilling and excavating equipment and related equipment shall not be located closer than 25 feet from the nearest rail of any such track;
- c. In the event that CP permits excavations, borings, wells, pits, test holes, probe sites, or the like in close proximity to tracks, embankments or other features providing lateral or subadjacent support to land or tracks, then notwithstanding anything to the contrary in this license, Licensee shall be responsible for designing and constructing at no cost to CP any measure that is required to prevent the collapse, erosion or impairment to said land or tracks.

**7.3.5. Storm Water**

Licensee shall not, without the advance written approval of CP, make any changes to the Property that would either increase the historic flow rate of storm water from the Property or create an impediment to the historic flow of storm water to the Property. Unless otherwise agreed in writing, Between CP and the Licensee it is understood and agreed that Licensee shall at Licensee's cost and expense be liable to CP for the construction, maintenance, repair and replacement upon the real property or other land not belonging to Grantor such storm sewer lines, manholes, mains, rip rap, boulders, wing walls, ditches and related

**7.3.6. Fencing**

Licensee shall, at no cost to CP, construct and maintain during the term hereof a fence acceptable to CP in the location(s) designated on Exhibit A. Following completion of the Work, the Licensee shall remove the fencing, remove any post footings or concrete, and fill and tamp any post holes with clean fill material.

**7.4 Conduct**

**7.4.1. Property clean, safe and free from nuisances**

The Licensee shall not permit the existence of any nuisance upon the Property and shall at all times keep the Property in a proper, clean, safe and sanitary condition, and free from accumulations of waste materials, debris or refuse.

**7.4.2. Release of Hazardous Substances:**

The Licensee shall not cause or allow the Release or threat of Release of any Hazardous Substance on, to, or from the Property.

**7.4.3. Response Actions**

The Licensee shall promptly take all necessary action in Response to any Release or Use of a Hazardous Substance at the Property caused by, or attributable to, any act or omission of the Licensee (or the Licensee's employees, agents, representatives or invitees) that could:

- a. give rise to any Claim under any Environmental Law,
- b. cause a public health or workplace hazard, or
- c. create a nuisance.

**7.5. Required Notices/Disclosures**

**7.5.1 Transportation and Disposal Contracts**

The Licensee shall, upon written request by CP, provide CP with copies of transportation and disposal contracts and manifests for Hazardous Waste, any permits issued under any Environmental Laws, and any other documents demonstrating that the Licensee has complied with all Environmental Laws relating to the Property

**7.5.2 Releases or Suspected Releases**

The Licensee shall promptly notify CP of any actual or suspected Release of any Hazardous Substance on, to, or from the Property, regardless of the cause of the Release.

**7.5.3. Notices, summons citations, etc.**

The Licensee shall promptly provide CP with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, claims, causes of action, complaints, investigations, judgments, letters, notices of environmental liens or Response actions in progress, and other communications, written or oral, actual or threatened, from the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, or other federal, state or local agency or authority, or any other entity or individual, concerning:

- a. any Release of a Hazardous Substance on, to or from the Property,
- b. the imposition of any lien on the Property, or
- c. any alleged violation of or responsibility under any Environmental Law relating to the Property.

**7.5.4. Other Reports**

Licensee shall, at CP's option, provide CP, at no cost to CP, a copy of any other report, summary or written test results, collectively "**Report**," pertaining to the Work. If any such Report is to be filed or made available to any governmental agency acting in a regulatory capacity, then Licensee shall also give CP a reasonable time (not less than 5 working days) to review and comment on a draft of such Report and when preparing any such final Report pertaining to the Work, Licensee or its contractor shall give due consideration to CP's comments with respect to the draft of that Report. Licensee will promptly provide CP with a copy of any final Report.

**7.6. CP's right to Participate in Response Actions**

Following receipt of any notice, order, claim, investigation, information request, letter, summons, citation, directive, or other communication identified in 7.D.iii connection with any action taken pursuant to section 7.C.iv, Licensee shall notify CP of and permit CP to participate in any and all investigations, telephone conferences, settlement discussions, remediation plans and all other interactions, direct or indirect, with governmental or regulatory officials, and Licensee shall take all action necessary to ensure that any indemnification, release, waiver, covenant not to sue, or hold harmless agreement benefiting Licensee and arising out of such activities, whether from a governmental or regulatory entity or from a private entity, also benefits CP to at least the same extent as Licensee.

**7.7. Restoration of Property;**

Upon completion of the Work or expiration or early termination of this Agreement, whichever occurs first, Licensee shall remove any debris resulting therefrom and shall restore the Property to the condition it was in prior to the commencement of the Work (or such other condition as is satisfactory to CP ). All excavations are to be backfilled and tamped. All borings shall be backfilled with grout. Drill cuttings shall not be used as backfill. Licensee shall dispose of all drill cuttings, soil and sediment samples, purge water, dewatering effluent, and water samples and all excess excavation material in a manner acceptable to CP and in accordance with all applicable laws, all at no expense to CP.

**8. LIABILITY**

**8.1. Damage To Tracks, Facilities, And Equipment:**

If any tracks, facilities, or equipment owned, used, or maintained by CP are damaged in connection with the Work, CP shall repair (or arrange for the repair of) such damage and Licensee shall pay the full cost of such repair within 30 days after CP shall tender a bill therefor.

**8.2. Assumption Of Risk:**

Licensee is fully aware of the dangers of working on and about railroad property and railroad operations and knowingly and willingly assumes the risk of harm (e.g., injury to or death of persons and damage to or destruction of property) that may occur while on and about the Property. Without in any way limiting the scope of the preceding sentence, Licensee assumes the risk that monitoring wells, elevation bench marks, reference points, and other installations located on the Property may be disturbed, damaged, or destroyed by CP or third persons, and Licensee shall not make any claim against CP on account of same, even if such disturbance, damage, or destruction arises from the negligence of CP or its employees, agents, or invitees. Licensee assumes full responsibility for protecting its installations and personal property from theft and vandalism while such installations and personal property are on the Property.

**8.3. Indemnity:**

Subject to the limitations and immunities in Minnesota Statutes Chapter 466, Licensee shall indemnify and defend the Indemnified Parties (as defined below) against all claims, demands, actions, suits, judgments, losses, damages (including, but not limited to, lost profits and other actual, compensatory, direct, consequential, punitive, and exemplary damages), expenses, penalties, fines, sanctions, court costs, litigation costs, and attorneys' fees (collectively, Claims) arising out of or relating to any destruction of (or damage to) any property or natural resource, any injury to (or death of) any person, or any environmental pollution or contamination whatsoever, where such destruction, damage, injury, death, pollution, or contamination actually or allegedly arises in whole or in part from the Work, any action or omission of Licensee while on or about the Property pursuant to this Agreement, or the

exercise by Licensee of the license granted by this Agreement. As used in this Agreement, Indemnified Parties means the following businesses and their officers, directors, employees, and agents: Soo Line Railroad Company, Soo Line Corporation, Canadian Pacific Railway Company, any company doing business as Canadian Pacific Railway, and any railway company or contractor operating trains or rail equipment upon railway tracks in close proximity to the Property, together with the parent companies, subsidiaries, and affiliated companies of all of the foregoing.

## 9. INSURANCE.

Licensee shall procure and maintain in effect (or shall cause its contractor to procure and maintain in effect), at any time when any portion of the Work is being performed, the following insurance:

### 9.1. General Liability Insurance:

General liability insurance with a policy limit of not less than \$2,000,000 per occurrence and \$5,000,000 aggregate for bodily injury, death, and damage to or destruction of property (including the loss of use thereof). The policy will include those policy extensions commonly referred to as broad form completed operations, contractor's protective, collapse, and underground damage. The policy shall by its wording or by endorsement insure those liabilities and obligations which this Agreement contemplates will be assumed by Licensee, including liabilities and obligations to indemnify the Indemnified Parties. The policy shall be endorsed with a cross liability (severability of interest) endorsement in substantially the following form: "This policy shall insure each person, firm, or corporation hereunder in the same manner and to the same extent as if a separate policy had been issued to each, but the inclusion herein of more than one insured shall not operate to increase the limits of the insurance company's liabilities." The policy shall be endorsed to add the following as additional insureds: Soo Line Railroad Company, Soo Line corporation Canadian Pacific Railway Company, any company doing business as Canadian Pacific Railway, and any railway company or contractor operating trains or rail equipment upon railway tracks in close proximity to the Property, together with the parent companies, subsidiaries, and affiliated companies of all of the foregoing (collectively, the Protected Parties). The policy shall also be endorsed to waive subrogation rights against the Protected Parties.

### 9.2. Automobile Liability and Property Damage Insurance:

Automobile liability and property damage insurance in an amount not less than \$2,000,000, personal injury and property damage combined, covering the ownership, use, and operation of any motor vehicles and trailers licensed for use on public highways which are owned, leased, or controlled by Licensee or its contractor and used in connection with the Work. The policy shall be endorsed to require that CP be given not less than 30 days written notice in advance of cancellation or termination of the policy or of any change or amendment to the policy that restricts or reduces coverage.

### 9.3. Workers Compensation Insurance:

Workers compensation insurance that meets the requirements of applicable state law.

### 9.4. Railroad Protective Liability Insurance:

Railroad protective liability insurance (occurrence form), in the name of Soo Line Railroad Company and Canadian Pacific Railway Company, with limits of no less than \$5,000,000 per occurrence and \$10,000,000 aggregate for personal injury and property damage.

### 9.5. Environmental Pollution Impairment Liability Insurance: (if applicable)

Contractor's environmental Pollution Impairment liability insurance with a policy limit of not less than \$5,000,000 per occurrence. The policy shall be endorsed to require that CP be given not less than 30 days written notice in advance of cancellation or termination of the

policy or of any change or amendment to the policy that restricts or reduces coverage. The policy shall be endorsed with a cross liability (severability of interest) endorsement in substantially the following form: "This policy shall insure each person, firm, or corporation hereunder in the same manner and to the same extent as if a separate policy had been issued to each, but the inclusion herein of more than one insured shall not operate to increase the limits of the insurance company's liabilities." The policy shall be endorsed to add the Protected Parties as additional insureds and to waive subrogation rights against the Protected Parties.

**9.6. Other Policies of Insurance:**

Such other insurance as may be necessary to protect the Protected Parties against certain other claims arising out of the Work, to wit:

- a. claims under any workers' compensation law,
- b. claims under the Federal Employer's Liability Act, and
- c. any other claims for damages for personal injury or death.

**9.7. Contractual Endorsement**

Each policy of insurance shall include the following endorsement upon the certificate, or within the binder, policy or other contractual evidence signed by the insurer and in form acceptable to CP:

**"It is agreed that the policy or policies of insurance evidenced by this certificate covers the liability assumed by the insured in connection with work pursuant to the Right of Entry Agreement dated \_\_\_\_\_, 20\_\_ by and between <Name of Licensee> and Soo Line Railroad Company, including work upon railroad property, within railroad right of way and in close proximity operating railroad tracks."**

Before Licensee enters the Property, CP must receive and approve certificates of insurance evidencing the coverages required by sections 9.1, 9.2, 9.3, 9.5, and 9.3, and endorsements 9.7 and CP must also receive and approve either the policy required by subparagraph 9.4 or a binder evidencing that that policy is in effect. CP reserves the right to demand a certified copy of any required policy, and Licensee or its contractor shall provide such copy within 10 working days after CP shall give notice to Licensee demanding such copy. All of the required policies shall be issued by insurers acceptable to CP and shall be acceptable to CP in both form and substance. Licensee shall not enter the Property until all of the required policies have been approved in writing by CP. If the commercial general liability and automobile policies are procured by Licensee's contractor, Licensee shall be added as an additional insured party under such policies. If the contractor uses a subcontractor, the contractor shall provide the required policies and shall, in addition, either require the subcontractor to provide insurance equivalent to that described herein (except that only one policy required by subparagraph 9.4 need be provided for the Work) or obtain endorsements to the contractor's policies naming the subcontractor as an additional insured party. If a subcontractor uses a sub-subcontractor, the sub-subcontractor shall either provide insurance equivalent to that required of the subcontractor or shall be named as an additional insured party on the contractor's or subcontractor's policies. In the event any required policy lapses, CP shall have the option of immediately terminating the License, with or without notice to Licensee; such termination shall be without prejudice to CP's rights and privileges under this Agreement. The insurance coverage obtained pursuant to section 9 and its sub-sections shall in no manner restrict or limit the liabilities assumed by Licensee under this Agreement.

**10. ENTIRE AGREEMENT**

**10.1. Survival Of Indemnity Provisions:**

The indemnification provisions of this Agreement shall survive its expiration or termination.

**10.2. Mere License:**

The permissions encompassed by this Agreement is a mere license to use the Property for the specified purpose and does not create any estate or interest in the Property.

**10.3. No Warranty Of Title:**

CP does not warrant that it has good title to the Property.

**10.4. Assignment; Binding Effect:**

This Agreement may not be assigned by Licensee without the advance written consent of CP. Subject to the preceding sentence, this Agreement shall be binding upon, and inure to the benefit of, the parties' respective successors and assigns.

**10.5. Governing Law:**

This Agreement shall be construed and interpreted in accordance with the laws of the state in which the Property is located, without reference to the choice of law rules of that state.

**10.6. Entire Agreement:**

This Agreement is the full, complete, and entire Agreement of the parties with respect to the subjects hereof, and any and all prior writings, representations, and negotiations with respect to those subjects are superseded by this Agreement.

**10.7. Headings:**

The headings used in this Agreement are provided solely as a convenient means of reference. They are not intended to, and do not, limit or expand the purpose or effect of the paragraphs to which they are appended. The headings shall not be used to construe or interpret this Agreement.

**10.8. Ownership Of Installations:**

As between CP and Licensee, and unless CP agrees in writing to assume ownership thereof, any wells or similar installations placed on the Property pursuant to this Agreement shall be and remain the property of Licensee, and Licensee shall be responsible for the proper maintenance and closure thereof; provided, however, that CP shall have a reasonable right of access to such installations for the purpose of taking samples therefrom. In the event CP desires to obtain samples from any such installations, it shall give Licensee such oral or written notice as is reasonable under the circumstances, and Licensee shall cooperate with CP to facilitate the taking of such samples on a schedule consistent with CP's needs; unless otherwise agreed to by Licensee, all such samples shall be taken in the presence of Licensee or its contractor or agent.

**10.9. Singular And Plural:**

As used in this Agreement, the singular form of a word includes the plural form of that word, and vice versa, and this Agreement shall be deemed to include such changes to the accompanying verbiage as may be necessary to conform to the change from singular to plural, or vice versa.

**10.10. Duplicate Copies & Counterparts.**

This Agreement may be executed in counterparts, which together shall constitute one and the same document. The parties may execute more than one copy of this Agreement, each of which shall constitute an original.

**11. SIGNATURES.**

**THE PARTIES HERETO** have executed this Agreement as evidence of their agreement to the terms herein.

>

**SOO LINE RAILROAD COMPANY**  
*doing business as Canadian Pacific*

By \_\_\_\_\_  
Its \_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
Its Director Engineering Projects, U.S.  
Date \_\_\_\_\_

\*\*\*\*\*

**EXHIBIT A**

{map of the Property marked to show location of Work, excavation, borings, wells, etc.}

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**EXHIBIT B**

{description of the Work, together with proposed timetable}

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**EXHIBIT C**

{minimum safety rules for work on railroad property}

# CITY OF PLYMOUTH

## RESOLUTION No. 2016 -

### RESOLUTION AWARDING CONTRACT AND APPROVING AGREEMENTS WITH XCEL ENERGY AND CANADIAN PACIFIC RAILWAY FOR THE VICKSBURG LANE RECONSTRUCTION AND EXPANSION PROJECT (16001)

WHEREAS, pursuant to an advertisement for bids for the Vicksburg Lane Reconstruction and Expansion Project (16001), bids were received, opened and tabulated according to State law, and the following bids were received complying with the advertisement:

| <b>Contractor</b>         | <b>Total Bid</b>       |
|---------------------------|------------------------|
| Eureka Construction       | \$11,880,322.60        |
| Landwehr                  | \$12,494,232.95        |
| Park Construction         | \$12,796,852.47        |
| CS McCrossan              | \$12,837,691.80        |
| Meyer Contracting         | \$12,841,426.14        |
| Duininck                  | \$13,883,211.80        |
| <i>Engineers Estimate</i> | <i>\$14,667,093.50</i> |

WHEREAS, it appears that Eureka Construction out of Lakeville, MN is the lowest responsible bidder, complying with the minimum qualifications; and

WHEREAS, the City Engineer recommends awarding the project to Eureka Construction out of Lakeville, MN; and

WHEREAS, the City of Plymouth desires to enter an agreement with Xcel Energy to relocate the overhead utilities to underground adjacent to the Vicksburg Lane Reconstruction and Expansion Project and the City shall be responsible for the cost difference between relocating the power lines and the cost to bury them; and

WHEREAS, the construction of the grade-separated crossing over the Canadian Pacific (CP) Railway was included in the 2015 State of Minnesota's bonding bill for up to \$4.7 Million; and

WHEREAS, an easement agreement with CP Railway was required by the State to show clear ownership of the grade-separated crossing CP property and the City Council approved an agreement with (CP) Railway on December 8, 2015 was subsequently modified.

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

1. The appropriate City officials are hereby authorized and directed to enter into the contract for the bid with Eureka Construction out of Lakeville, MN in the name of the City of Plymouth for the Vicksburg Lane Reconstruction and Expansion 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 \$11,880,332.60.

2. The City Clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.
3. The funding for this project will come from state bond proceeds (\$4.7 M), CP Railway (\$250,000), Park Dedication Fund (\$1.68 M) and the Street Replacement Fund (\$9.72 M).
4. The Statement of Work agreement with Xcel Energy is hereby approved to replace the existing overhead utility lines with underground utility lines at an estimated cost to the City of \$467,261 and the Mayor and City Clerk are hereby authorized to execute said agreement.
5. That the revised agreement and the easement agreement with CP Railway has been approved and the Mayor and City Manager are authorized to execute the agreements and any amendments to the agreement.

APPROVED by the City Council on this 23rd day of February, 2016.

# CITY OF PLYMOUTH

## RESOLUTION No. 2016 -

### **RESOLUTION APPROVING AGREEMENT WITH THE STATE OF MINNESOTA FOR VICKSBURG LANE RECONSTRUCTION AND EXPANSION PROJECT (16001), SAP 155-156-018**

WHEREAS, the City of Plymouth has applied to the commissioner of transportation for a grant from the Minnesota State Transportation Fund for construction of Bridge No. 27B99; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this bridge is available; and

WHEREAS, the amount of the grant has been determined to be \$4,700,000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA; that the City of Plymouth does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.50, subdivision 5, clause (3), and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the bridge but not required. The Mayor and City Manager are authorized to execute a grant agreement with the commission of Transportation concerning the above-referenced grant.

APPROVED by the City Council on this 23rd day of February, 2016.