

**CITY OF PLYMOUTH
AGENDA
Regular City Council
Council Chambers
3400 Plymouth Boulevard, Plymouth, MN
February 25, 2025, 7:00 PM**

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. ROLL CALL

- 3. PLYMOUTH FORUM** - Individuals may address the council about any item not contained on the regular agenda. A maximum of three minutes is allotted per individual with a total of 15 minutes for the forum. If the full 15 minutes are not needed for the forum, the City Council will continue with the agenda. The City Council will take no official action on items discussed at the forum, with the exception of referral to staff or commission or committee for future report.

4. PRESENTATIONS AND PUBLIC INFORMATION ANNOUNCEMENTS

4.1 Recognize outgoing advisory board members

4.2 Receive presentation from board/committee chairs on 2025 Work Plans

1. HRA Work Plan
2. Planning Commission Work Plan
3. EQC Work Plan
4. DMO Work Plan
5. PRAC Work Plan

- 5. APPROVE AGENDA** - Council members may add items to the agenda including items contained in the Council Information Memorandum for discussion purposes or staff direction only. The council will not normally take official action on items added to the agenda.

- 6. CONSENT AGENDA** - These items are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a council member or individual so requests, in which event the item will be removed from the consent agenda and placed elsewhere on the agenda.

6.1 Adopt proposed minutes

1. February 6 Special
2. February 7 Special
3. February 11 Special
4. February 11 Regular

6.2 Disbursements

1. Invoice Expense Distribution
2. City Council Resolution 2025-056

- 6.3** Item moved to 8.3
- 6.4** Approve plans and specifications and order advertisement for bids for the Hamel Road Extension Project (ST170002)
1. Location Map
 2. Improvements Layout
 3. City Council Resolution 2025-057
- 6.5** Designate engineer for 2026 Street Reconstruction Project (ST269001)
1. Location Maps
 2. Agreement
 3. City Council Resolution 2025-058
- 6.6** Designate engineer for 2026 Street Rehabilitation Project (ST269002)
1. Location Map
 2. Agreement
 3. City Council Resolution 2025-059
- 6.7** Approve variance to reduce side yard setback to allow a home addition in the rear yard at 2730 Holly Lane North (Merchant - 2024038)
1. PC Report
 2. Planning Commission Minutes
 3. Location Map
 4. Application
 5. City Council Resolution 2025-060
- 6.8** Approve Agreement with Union Pacific Railroad for the Station 73 Transit and Regional Improvement Program (ST230003)
1. Location Map
 2. Agreement
 3. City Council Resolution 2025-061
- 6.9** Designate engineers for the 2025 Right of Way Fiber Optic Field Representative Work (ENG24001)
1. Agreement - Bolton and Menk
 2. Agreement - WSB
 3. City Council Resolution 2025-062
- 6.10** Continue the consideration of a Comprehensive Plan Amendment and Transportation Plan Amendment for the Hamel Lumber property located at 18710, 18800, and 18810 State Highway 55 (North Shore Development Partners -- 2024085)
1. Extension Request
- 6.11** Approve the 2025 Work Plans and Advisory Board Officer Appointments for the Planning Commission, Environmental Quality Committee, Housing and Redevelopment Authority, Destination Marketing Organization

Advisory Board, and Park and Recreation Advisory Commission

1. HRA Work Plan
2. Planning Commission Work Plan
3. EQC Work Plan
4. DMO Work Plan
5. PRAC Work Plan

6.12 Approve purchase of Lenovo Azure Local solution for city's compute and storage needs.

1. Quote
2. City Council Resolution 2025-063

6.13 Approve contract with Flock Group Inc for automatic license plate reader technology

1. Agreement
2. Location Maps
3. LPR Policy
4. City Council Resolution 2025-064

7. PUBLIC HEARINGS

7.1 Public improvement and assessment hearing, and award of contract for the Frick's Garden Street Reconstruction Project (ST259001)

1. Location Map
2. Award Recommendation Letter
3. Bid Tabulation
4. Assessment Roll and Map
5. Supplemental Agreement
6. City Council Resolution 2025-065
7. City Council Resolution 2025-066
8. City Council Resolution 2025-067

8. GENERAL BUSINESS

8.1 Grant approval to Hennepin County HRA to provide direct contribution and file an affordability covenant on Lakeview Commons

1. Lakeview Commons Refinancing Letter
2. City Council Resolution 2025-068

8.2 Approve TIF Assistance Package for Roers Companies at The Boulevard

1. Memo from Ehlers
2. Development Agreement (Phase I)
3. Development Agreement (Phase II)
4. Development Agreement (Phase IV)
5. City Council Resolution 2025-069

8.3 (Previously 6.3) Order and receive preliminary engineering report, order and approve plans and specifications, call for public hearing, order advertisement for bids, declare costs to be assessed, order preparation of proposed assessments, and set public improvement and assessment hearings for the 2025 Street Rehabilitation Project (ST259002)

1. Project Location Maps
2. Preliminary Engineering Report
3. City Council Resolution 2025-070
4. City Council Resolution 2025-071
5. City Council Resolution 2025-072
6. City Council Resolution 2025-073
7. City Council Resolution 2025-074

9. REPORTS AND STAFF RECOMMENDATIONS

10. ADJOURNMENT

To: Dave Callister, City Manager

Prepared by: Colton Ashley, Office Support Representative

Reviewed by: Jodi Gallup, City Clerk

Item: **Recognize outgoing advisory board members**

1. Action Requested:

Recognize outgoing advisory board members.

2. Background:

Recognize outgoing advisory board members: Thomas Murphy Jr. (Charter Commission), Dharam Bobra (Charter Commission), Jeremy Mauritson (Charter Commission), Monika Vadali (Environmental Quality Committee), Danielle Niedermaier (Environmental Quality Committee), Joel Spoonheim (Housing Redevelopment Authority), Vita Wilson (Park and Recreation Advisory Commission), James Kuznia (Park and Recreation Advisory Commission), and Jennifer Jerulle (Planning Commission).

3. Budget Impact:

N/A

4. Attachments:

To: Dave Callister, City Manager

Prepared by: Jodi Gallup, City Clerk

Reviewed by: Maria Solano, Deputy City Manager

Item: **Receive presentation from board/committee chairs on 2025 Work Plans**

1. Action Requested:

Receive presentation from board/committee chairs on 2025 Work Plans.

2. Background:

The chair of each committee/commission will be present at the meeting to provide a high-level overview of their 2025 work plans and answer any questions. Approval of the work plans will take place on the consent agenda.

3. Budget Impact:

N/A

4. Attachments:

1. HRA Work Plan
2. Planning Commission Work Plan
3. EQC Work Plan
4. DMO Work Plan
5. PRAC Work Plan

Commission Purpose

The Plymouth Housing and Redevelopment Authority (HRA) promotes and contributes to the economic health of the community through the creation and maintenance of affordable, workforce and life-cycle housing and active participation in the City's development and redevelopment processes.

	GOALS/PLANNING	Strategic Themes
ON-GOING	Monitor the HRA's housing programs and services; the operations and finances of two senior buildings.	☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A
FIRST QUARTER	- Evaluate local 4d tax incentive program - Review HRA legislative priorities and recommendations - Review CDBG Annual Action Plan	☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A ☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A ☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A
SECOND QUARTER	- Evaluate new programming for Naturally Occurring Affordable Housing (NOAH) - Review HRA budget and tax levy - Review Met Council Livable Communities Act (LCA) program grant opportunities	☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A ☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A ☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A
THIRD QUARTER	- Review HRA Strategic Plan - Joint study session with City Council - Review Housing Choice Voucher Administrative plan - Evaluate Local Housing Trust Fund (LHTF)	☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A ☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A ☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A
FOURTH QUARTER	- Review annual Work Plan and new initiatives for 2026 - Adopt HRA budget and tax levy	☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A ☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A

2025 Work Plan

City Council Strategic Themes

- City Center 2.0 - Reimagining Plymouth City Center – the city's central area – remains a top priority for City Council. Known as City Center 2.0, the city's long-term vision involves exploring land uses and improving infrastructure to encourage redevelopment that will draw people to the area and support commerce, art, recreation, inclusion and community vitality.
- Redevelopment Vision - The primary objective of this theme is to consider how Plymouth can articulate its vision for long-range redevelopment citywide. The city will work to establish clear expectations for projects while partnering with developers to meet the desired outcomes.
- Environment - Plymouth's environmental efforts remain a priority, and the city will examine its impact and commitment to stewardship.
- City of Choice - City Council determined that the city must build on its strengths in order to remain a city of choice for residents, businesses, organizations, visitors and events.

Commission Purpose

1. To prepare a Comprehensive Plan for the future development of the city to be submitted to the Council for implementation and to recommend amendments of the Plan to the Council periodically as may be necessary or desirable.
2. To initiate, direct, and review, from time to time, a study of the provisions of the Zoning Ordinance and the subdivision regulations and to report to the Council its advice and recommendations with respect thereto.
3. To study applications and proposals for amendments to the Zoning Ordinance and applications for special permits and to advise the Council of its recommendations thereon.
4. To study preliminary plats and to advise the Council of its recommendations thereof.
5. To act in an advisory capacity to the Council in all matters wherein powers are assigned to the Council by the Charter or state law, concerning comprehensive planning, zoning, platting, changes in streets, and other matters of a general planning nature.

	GOALS/PLANNING	Strategic Priorities
ON-GOING	- Review applications, hold public hearings and make recommendations to the City Council. - Educational opportunities (e.g. SLUC lunches) sent to PC.	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☒ N/A
FIRST QUARTER	- Appoint Commission Chair & Vice Chair - Annual City Code Updates - Annual Report (CED) Routed as Informational - City Attorney training and work session	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☒ N/A ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☒ N/A ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☒ N/A
SECOND QUARTER	- Educational Topic – Housing Summit – Joint Work Session with PC + HRA, City Attorney focusing on what we can impact, homeownership options, and PC roles related to Housing. Information on Missing Middle Housing provided. - Educational Topic – Economic Development 101 – educational session with Ehlers	☐ 1 ☒ 2 ☐ 3 ☒ 4 ☐ N/A
THIRD QUARTER	Educational Topic #2 (Staff Presentation) – Comprehensive Plan 101	☒ 1 ☒ 2 ☒ 3 ☒ 4 ☐ N/A
FOURTH QUARTER	Educational Topic/Potential Code Amendment #3 - Architectural Standards (research + code amendments), including TOD, walkability/sidewalks. Make sure we get ahead of any potential changes at the state level.	☐ 1 ☒ 2 ☐ 3 ☒ 4 ☐ N/A

City Council Strategic Themes

1. City Center 2.0 - Reimagining Plymouth City Center – the city’s central area – remains a top priority for City Council. Known as City Center 2.0, the city's long-term vision involves exploring land uses and improving infrastructure to encourage redevelopment that will draw people to the area and support commerce, art, recreation, inclusion and community vitality.
2. Redevelopment Vision - The primary objective of this theme is to consider how Plymouth can articulate its vision for long-range redevelopment citywide. The city will work to establish clear expectations for projects while partnering with developers to meet the desired outcomes.

3. Environment - Plymouth's environmental efforts remain a priority, and the city will examine its impact and commitment to stewardship.
4. City of Choice - City Council determined that the city must build on its strengths in order to remain a city of choice for residents, businesses, organizations, visitors and events.

Commission Purpose

To provide guidance for the review, consideration, initiation, and recommendation to the City Council such policies, plans or projects which will enhance and preserve the natural environment of the City. The EQC's scope includes but is not limited to matters of water quality, wetland preservation, ground water protection, solid waste collection and disposal, recycling and reuse programs, ecological preservation, erosion control, and air, noise, and light pollution.

	GOALS/PLANNING	Strategic Priorities
ON-GOING	- GreenStep Cities implementation - Community Resiliency Plan development - Volunteer participation and community leadership at events - Climate Action Plan & Energy Action Plan	☒ 1 ☒ 2 ☒ 3 ☒ 4 ☐ N/A ☒ 1 ☒ 2 ☒ 3 ☒ 4 ☐ N/A ☒ 1 ☒ 2 ☒ 3 ☒ 4 ☐ N/A ☒ 1 ☒ 2 ☒ 3 ☒ 4 ☐ N/A
FIRST QUARTER	- Refresher, Committee Orientation and Organization - Appoint Committee Chair & Vice Chair - Update Committee Mission/Organization Statement - Environmental Academy Introduction and Planning - Utility Rebate Matching Pilot Program	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☒ N/A ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☒ N/A ☐ 1 ☐ 2 ☒ 3 ☒ 4 ☐ N/A ☐ 1 ☐ 2 ☒ 3 ☐ 4 ☐ N/A ☐ 1 ☐ 2 ☒ 3 ☐ 4 ☐ N/A
SECOND QUARTER	- Adopt-A-Street (Spring) - Drop off Day Evaluation - Environmental Academy Planning - Energy Action Plan	☐ 1 ☐ 2 ☒ 3 ☒ 4 ☐ N/A ☐ 1 ☐ 2 ☒ 3 ☒ 4 ☐ N/A ☐ 1 ☐ 2 ☒ 3 ☐ 4 ☐ N/A ☒ 1 ☒ 2 ☒ 3 ☒ 4 ☐ N/A
THIRD QUARTER	- Environmental Academy Planning & Sessions - TMDL and MS4 Permit Review - SWPPP Public Information Meeting - Climate Action Plan Introduction*	☐ 1 ☐ 2 ☒ 3 ☐ 4 ☐ N/A ☐ 1 ☐ 2 ☒ 3 ☐ 4 ☐ N/A ☐ 1 ☒ 2 ☒ 3 ☐ 4 ☐ N/A ☒ 1 ☒ 2 ☒ 3 ☒ 4 ☐ N/A
FOURTH QUARTER	- Environmental Academy Sessions - Climate Action Plan Draft Review* - FEMA Flood Mitigation Map Changes	☐ 1 ☐ 2 ☒ 3 ☐ 4 ☐ N/A ☒ 1 ☒ 2 ☒ 3 ☒ 4 ☐ N/A ☐ 1 ☐ 2 ☒ 3 ☒ 4 ☐ N/A

*Climate Action Plan could include but isn't limited to: Transportation, Land Use, Buildings, Energy, Waste Management, Water, Wastewater, Stormwater & Community Resilience.

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Commission Purpose

To promote Plymouth as a City of choice – offering vibrant activities and events, quality dining, robust hotel options, engaging attractions, and premier recreation opportunities while fostering economic impact and enhancing the quality of life.

2025 Work Plan

	GOALS/PLANNING	Strategic Priorities
ON-GOING	Work in an advisory capacity regarding marketing initiatives to promote Plymouth as a destination.	☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A
FIRST QUARTER	- Commission orientation - Appoint Commission Chair & Vice Chair - Plan Yearly Marketing Initiatives 2024 Goal Review	☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A ☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A ☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A ☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A
SECOND QUARTER	- Annual Report - 2024 - Annual Meeting – 2025 - Quarterly Special Event Review/Upcoming Event Update - City Center Update	☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A ☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A ☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A ☐ 1 ☒ 2 ☐ 3 ☒ 4 ☐ N/A
THIRD QUARTER	2026 Goals - Review Marketing Initiatives - Quarterly Special Event Review/Upcoming Event Update	☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A ☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A ☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A
FOURTH QUARTER	- Strategic Plan Review - Review Marketing Initiatives - Quarterly Special Event Review/Upcoming Event Update	☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A ☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A ☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A

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2025 Work Plan

	GOALS/PLANNING	Strategic Priorities
ON-GOING	Review current and future community park and recreation needs, programs, and facilities and recommend actions which will promote the implementation of the City's Park and Recreation plans	☒ 1 ☐ 2 ☒ 3 ☐ 4 ☐ N/A
FIRST QUARTER	- Appoint Commission Chair & Vice Chair (January) - Aquatics Update (January) - Inclusion Update (January) - PRAC 2025 Work Plan (January) 2025 Special Events (January) - Annual Capital Project Update (January) - Volunteer Update (February) - Parks & Forestry Update (February) - Plymouth Community Center Update (March) 2024 Annual Report (March) - City Center/Public Art Update (March) - Plymouth Community Center and Recreation Survey Results Update (March)	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☒ N/A ☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A ☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☒ N/A ☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A ☒ 1 ☒ 2 ☒ 3 ☒ 4 ☐ N/A ☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A ☐ 1 ☐ 2 ☒ 3 ☒ 4 ☐ N/A ☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☒ N/A ☒ 1 ☐ 2 ☐ 3 ☐ 4 ☐ N/A ☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A
SECOND QUARTER	Annual Parks Tour (June)	☐ 1 ☐ 2 ☒ 3 ☐ 4 ☐ N/A
THIRD QUARTER	- Fees and Policies (September) - Plymouth Ice Center Update (September) - Boulevard Park (formerly known as Prudential) Master Plan (September) - Hello Plymouth! Destination Marketing Organization Update (September)	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☒ N/A ☒ 1 ☒ 2 ☐ 3 ☐ 4 ☒ N/A ☐ 1 ☒ 2 ☒ 3 ☐ 4 ☐ N/A ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☒ N/A
FOURTH QUARTER	2026 Meeting Schedule (November) - Smart Tree Inventory Update (November)	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☒ N/A ☐ 1 ☐ 2 ☒ 3 ☐ 4 ☐ N/A

City Council Strategic Themes

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To: Dave Callister, City Manager

Prepared by: Jodi Gallup, City Clerk

Reviewed by: Maria Solano, Deputy City Manager

Item: **Adopt proposed minutes**

1. Action Requested:

Adopt proposed City Council minutes.

2. Background:

N/A

3. Budget Impact:

N/A

4. Attachments:

1. February 6 Special
2. February 7 Special
3. February 11 Special
4. February 11 Regular

Proposed Minutes Special Council Meeting February 6, 2025

Mayor Wosje called a Special Meeting of the Plymouth City Council to order at 5:00 p.m. at Plymouth Community Center, 14800 34th Avenue N., on February 6, 2025.

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

PLYMOUTH COUNCIL ABSENT: None.

PLYMOUTH STAFF PRESENT: City Manager Callister, Deputy City Manager Solano, Public Safety Director Fadden, Fire Chief Coppa, Public Works Director Thompson, Parks and Recreation Director Tomlinson, Finance Director Rich, Human Resources Director Timpone, Management Intern Nissen, and City Clerk/Administrative Coordinator Gallup.

Council Strategic Workshop

Council and staff senior leadership team met to discuss attributes and roles of a premier city government.

Adjournment

Mayor Wosje adjourned the meeting at 7:55 p.m.

Jodi M. Gallup, City Clerk/Administrative Coordinator

Proposed Minutes Special Council Meeting February 7, 2025

Mayor Wosje called a Special Meeting of the Plymouth City Council to order at 10:00 a.m. at Plymouth Community Center, 14800 34th Avenue N., on February 7, 2025.

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

PLYMOUTH COUNCIL ABSENT: None.

PLYMOUTH STAFF PRESENT: City Manager Callister, Deputy City Manager Solano, Public Safety Director Fadden, Fire Chief Coppa, Public Works Director Thompson, Parks and Recreation Director Tomlinson, Finance Director Rich, Human Resources Director Timpone, Management Intern Nissen, and City Clerk/Administrative Coordinator Gallup.

Council Strategic Workshop

Council and staff senior leadership team met to discuss strategic priorities.

Adjournment

Mayor Wosje adjourned the meeting at 2:51 p.m.

Jodi M. Gallup, City Clerk/Administrative Coordinator

Proposed Minutes Special Council Meeting February 11, 2025

Mayor Wosje called a Special Meeting of the Plymouth City Council to order at 5:00 p.m. at Plymouth City Hall, 3400 Plymouth Boulevard, on February 11, 2025.

PLYMOUTH COUNCIL PRESENT: Mayor Wosje, Councilmembers Spoonheim, Gregor, Pointner, Peterson, Aldrich, and Nelson. Councilmembers Gregor and Peterson participated via interactive technology pursuant to State Statute 13D.02.

PLYMOUTH COUNCIL ABSENT: None.

PLYMOUTH STAFF PRESENT: City Manager Callister, Deputy City Manager Solano, Public Safety Director Fadden, Fire Chief Coppa, Public Works Director Thompson, Parks and Recreation Director Tomlinson, Finance Director Rich, Human Resources Director Timpone, Housing Manager Schmidt, City Attorney Mattick and City Clerk/Administrative Coordinator Gallup.

Housing Nexus Study

Staff provided background information on a potential housing study and requested feedback from council on the scope of the study, timing and process.

Council asked questions and provided staff direction to move forward with preparing an RFP for a Housing Nexus study.

Set future study sessions

The following study sessions were scheduled:

- 2026 budget preview discussion at 5 p.m. on March 13
- Affordable housing trust fund discussion at 6 p.m. on March 13
- Select Planning Commission interview candidates after regular meeting on March 13
- Interview Planning Commission candidates at 4:30 p.m. on March 25
- Annual training on ethics, code of conduct, conflict of interest, open meeting law and review related council policies at 5:30 p.m. on March 25
- Yard waste site management discussion at 5 p.m. on April 8

Adjournment

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

Jodi M. Gallup, City Clerk/Administrative Coordinator

Proposed Minutes Regular City Council Meeting February 11, 2025

Mayor Wosje called a Regular Meeting of the Plymouth City Council to order at 7:00 p.m. in the Council Chambers of City Hall, 3400 Plymouth Boulevard, on February 11, 2025.

COUNCIL PRESENT: Mayor Wosje, Councilmembers Spoonheim, Gregor, Pointner, Peterson, Aldrich and Nelson. Councilmembers Gregor and Peterson participated via interactive technology pursuant to State Statute 13D.02.

COUNCIL ABSENT: None.

STAFF PRESENT: City Manager Callister, Deputy City Manager Solano, Public Safety Director Fadden, Fire Chief Coppa, Public Works Director Thompson, Community and Economic Development Director Fernelius, Parks and Recreation Director Tomlinson, Finance Director Rich, Human Resources Director Timpone, City Attorney Mattick, and City Clerk/Administrative Coordinator Gallup.

Plymouth Forum

“Moto” Jason Kennedy, 17205 24th Avenue N., expressed his concerns with the property damage citation at the Plymouth Community Center and encouraged the city council to dismiss the charge.

Presentations and Public Information Announcements

There were no presentations or public information announcements.

Approval of Agenda

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

Consent Agenda

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

- (6.1) Council minutes from special and regular meeting of January 28, 2025.
- (6.2) Resolution approving disbursements ending January 31, 2025 (Res2025-050).

(6.3) Resolution dispensing with statutory requirements for review by Planning Commission of acquisition of property and approving purchase agreement (Res2025-051).

(6.4) Resolution approving the bid and authorize renovation of the Hilde Performance Center (PR250007) (Res2025-052).

(6.5) Resolution awarding contract for the Well No. 12 Maintenance Project (WA259001) (Res2025-053).

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

Public Hearings

(7.1) Approve the conveyance of real property and acquisition of right of way easement to accommodate the Hamel Road Extension (ST170002)

Public Works Director Thompson presented this item and provided a schedule stating construction would begin in the summer or fall of 2025.

Mayor Wosje opened the public hearing.

Mayor Wosje closed the public hearing.

Motion was made by Councilmember Pointner, and seconded by Councilmember Spoonheim, to adopt Resolution approving the conveyance of real property and acquisition of right of way easement for the Hamel Road extension (Res2025-054). With all members voting in favor by roll call vote, the motion carried.

General Business

(8.1) Approve plans and specifications and order advertisement for bids for the Chankahda Trail Reconstruction Project - Phase 3 (ST240002)

Public Works Director Thompson presented this item and provided the corridor overview, history, and a projected timeline.

In response to questions from the City Council, Public Works Director Thompson and Parks and Recreation Director Tomlinson provided the following information:

- Described the improved intersection layouts on Annapolis Lane North to allow for increased accessibility
- Traffic study did not warrant roundabouts or traffic signals
- Improved pedestrian crossing near Lake Camelot Park
- Phased approach to roadway and park reconstruction to minimize disruption to residents
- Park signage will be implemented once construction is complete

Motion was made by Councilmember Pointner, and seconded by Councilmember Nelson, to adopt Resolution approving plans and specifications, and ordering advertisement for bids for the Chankahda Trail Reconstruction Project – Phase 3 (ST240002) (Res2025-055). With all members voting in favor, by roll call vote, the motion carried.

Reports and Staff Recommendations

No reports or staff recommendations.

Adjournment

Mayor Wosje adjourned the regular meeting at 7:35 p.m.

Jodi Gallup, City Clerk/Administrative Coordinator

To: Dave Callister, City Manager

Prepared by: Tammy Geurkink, Accounting Specialist

Reviewed by: Andrea Rich, Finance Director

Item: **Disbursements**

1. Action Requested:

Adopt resolution approving disbursements.

2. Background:

Attached are lists of city fund disbursements for the period ending 2/14/2025.

3. Budget Impact:

N/A

4. Attachments:

1. Invoice Expense Distribution
2. City Council Resolution 2025-056

Invoice Expense Distribution for Period Ended 2/14/25 Council Meeting 2/25/25

FUND	100	General Fund	217,507.23
	200	Recreation Fund	72,080.13
	210	Parker's Lake Cemetery Maint	0.00
	215	Destination Marketing Org Fund	4,620.70
	220	Transit System Fund	6,728.24
	234	Economic Development Fund	0.00
	240	Lawful Gambling	47,677.03
	250	Comm Dev Block Grant Fund	6,517.86
	254	HRA Section 8 Fund	0.00
	254	HAP Check Summary	0.00
	258	HRA General Fund	1,702.47
	308	2005A TIF #1-1	0.00
	310	2009A TIF #7-5A Refund 1998A	0.00
	312	2010A GO Open Space	0.00
	314	2012A GO Refunding 2004A	0.00
	315	2015A GO Open Space	0.00
	316	Plymouth Creek Center Bonds	0.00
	400	General Capital Projects Fund	54,063.45
	401	Minnesota State Aid Fund	0.00
	404	Community Improvement	0.00
	405	Park Replacement Fund	28.37
	406	Street Reconstruction Fund	152.96
	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	570,125.23
	417	Project Warranty Repairs	0.00
	418	Utility Trunk System Expansion	154.47
	420	Water Sewer Construction	0.00
	421	ENT-Water Resources Constrctn	0.00
	422	TIF 7-4 PTP Construction	0.00
	423	TIF 7-5 Rottlund (Const)	0.00
	424	TIF 7-6 Berkshire	0.00
	425	TIF Housing Assistance Program	0.00
	426	TIF 7-7 Stonecreek	0.00
	427	TIF 1-1 Shops at Plymth Crk	0.00
	428	TIF 1-2 Vicksburg Commons	0.00
	429	TIF HRA 1-3 Crossroads Station	0.00
	432	TIF 7-8 Quest	0.00
	433	TIF 7-9 Four Seasons	0.00
	434	TIF 7-10 Sands	0.00
	435	Plymouth Creek Center Expansion	0.00
	436	Doran Bassett Creek	0.00
	437	CON - Fire Stations	0.00
	438	TIF 7-12-Prudential/Blvd	0.00
	500	Water Fund	155,391.76
	510	Water Resources Fund	27,090.55
	520	Sewer Fund	701,198.78
	530	Solid Waste Management Fund	230,356.08
	540	Ice Center Fund	58,505.83
	550	Field House Fund	0.00
	600	Central Equipment Fund	111,592.39
	610	Public Facilities Fund	305,838.34
	620	Information Technology Fund	156,253.85
	630	Risk Management Fund	2,371.89
	640	Employee Benefits Fund	91,631.21
	660	Resource Planning	0.00
	700	Parkers's Lake Cemetery	0.00
	800	Investment Trust Fund	0.00
	850	Plymouth Town Square	0.00
	851	Vicksburg Crossing	0.00

Total Invoice Expense Distribution:

2,821,588.82

CITY OF PLYMOUTH

RESOLUTION No. 2025-056

RESOLUTION APPROVING DISBURSEMENTS ENDING FEBRUARY 14, 2025

WHEREAS, a list of disbursements for the period ending February 14, 2025 was presented to the City Council for approval.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that the payment of the list of disbursements of the following funds is approved.

US Bank – Check Register

General & Special Revenue	\$ 355,131.19
Construction & Debt Service	\$ 624,524.48
Enterprise & Internal Service	\$ 1,840,230.68
Housing Redevelopment	<u>\$ 1,702.47</u>
Check Register Total	\$ 2,821,588.82

US Bank – Housing Assistance Payments

Housing & Redevelopment Authority	<u>\$ 0.00</u>
	\$ 0.00

GRAND TOTAL FOR ALL FUNDS \$ 2,821,588.82

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

EFT	126,348.22
Check (#172352-173313)	2,695,240.60
Total	\$ 4,332,344.84

APPROVED by the City Council on this 25th day of February, 2025.



To: Dave Callister, City Manager

Prepared by:

Reviewed by:

Item: Item moved to 8.3

1. Action Requested:

2. Background:

3. Budget Impact:

4. Attachments:

To: Dave Callister, City Manager

Prepared by: Tony Miller, Engineering Project Manager

Reviewed by: Michael Thompson, Public Works Director

Item: **Approve plans and specifications and order advertisement for bids for the Hamel Road Extension Project (ST170002)**

1. Action Requested:

Adopt attached resolution approving plans and specifications and ordering advertisement for bids for the Hamel Road Extension Project (ST170002).

2. Background:

The Hamel Road Extension Project is included in the 2025-2034 Capital Improvement Plan (CIP) for construction in 2025. The project includes connecting Hamel Road with the County Road 101 frontage road by Park Nicollet, which will benefit local traffic in the area and improve access. In addition to the roadway connection, a trail will be installed along the newly constructed roadway to connect the existing trail on Hamel Road with the trail on County Road 101. At the February 11 City Council meeting, council approved a land swap that will better accommodate the roadway design. The city previously entered into a public improvement and special assessment agreement with Park Nicollet Clinic in 2013 whereby Park Nicollet agreed to be assessed \$500,000 when the city constructs the project. Bids for the project are scheduled to be received on March 27, 2025, with the award of contract anticipated to be considered at the April 22 City Council meeting. Construction would start in the spring and will be substantially complete in the fall.

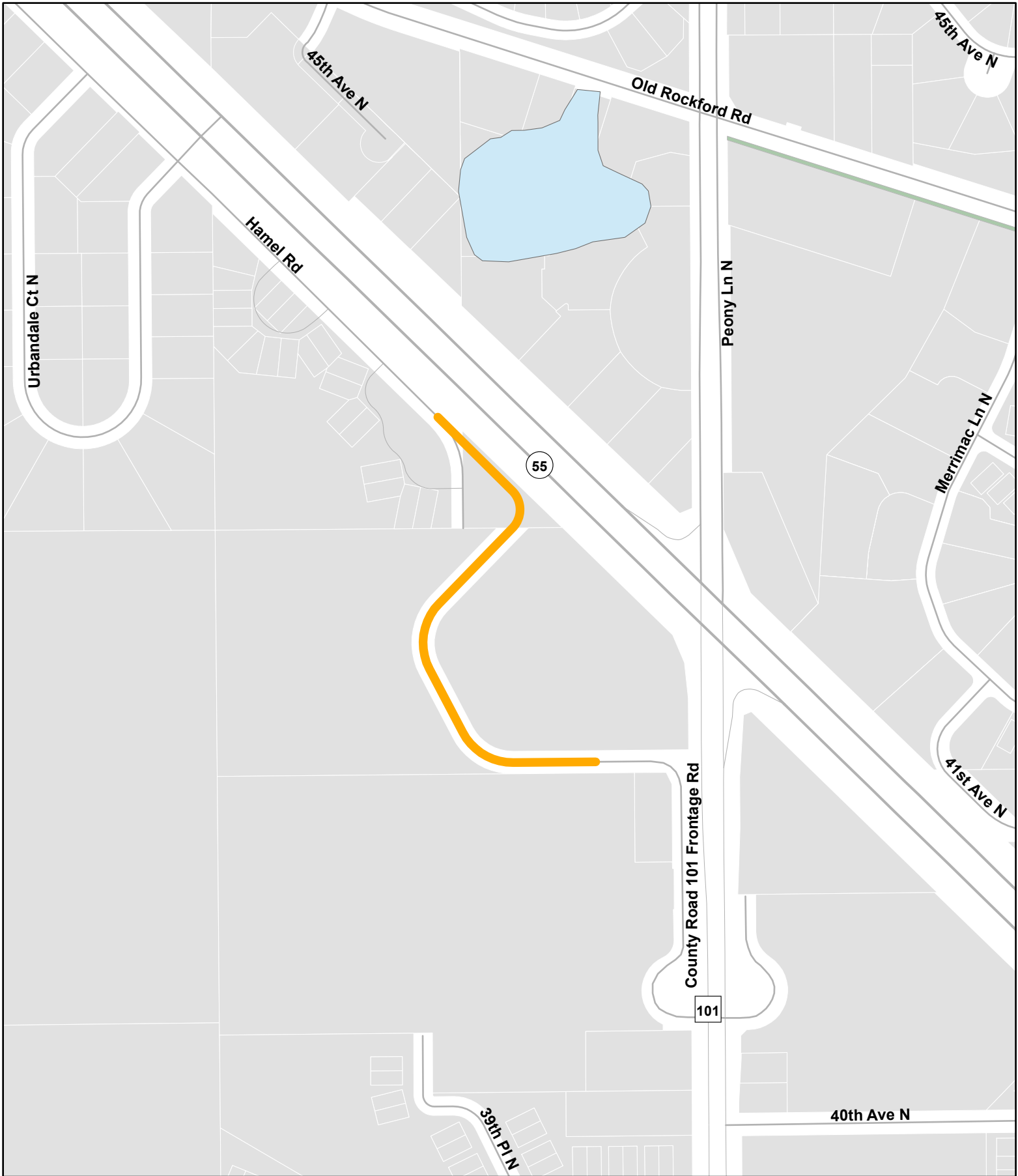
3. Budget Impact:

The project is included in the 2025-2034 CIP at an estimated cost of \$1,750,000. The estimated project cost for the Hamel Road Extension Project is \$1,565,000, which includes the improvements (\$849,000), land and easement acquisition (\$242,000), engineering, administration, and construction services (\$389,000), and contingency (\$85,000). The project will be funded from the Street Reconstruction Fund (\$967,000),

the Park Dedication Fund (\$98,000), and special assessments (\$500,000).

4. Attachments:

1. Location Map
2. Improvements Layout
3. City Council Resolution 2025-057

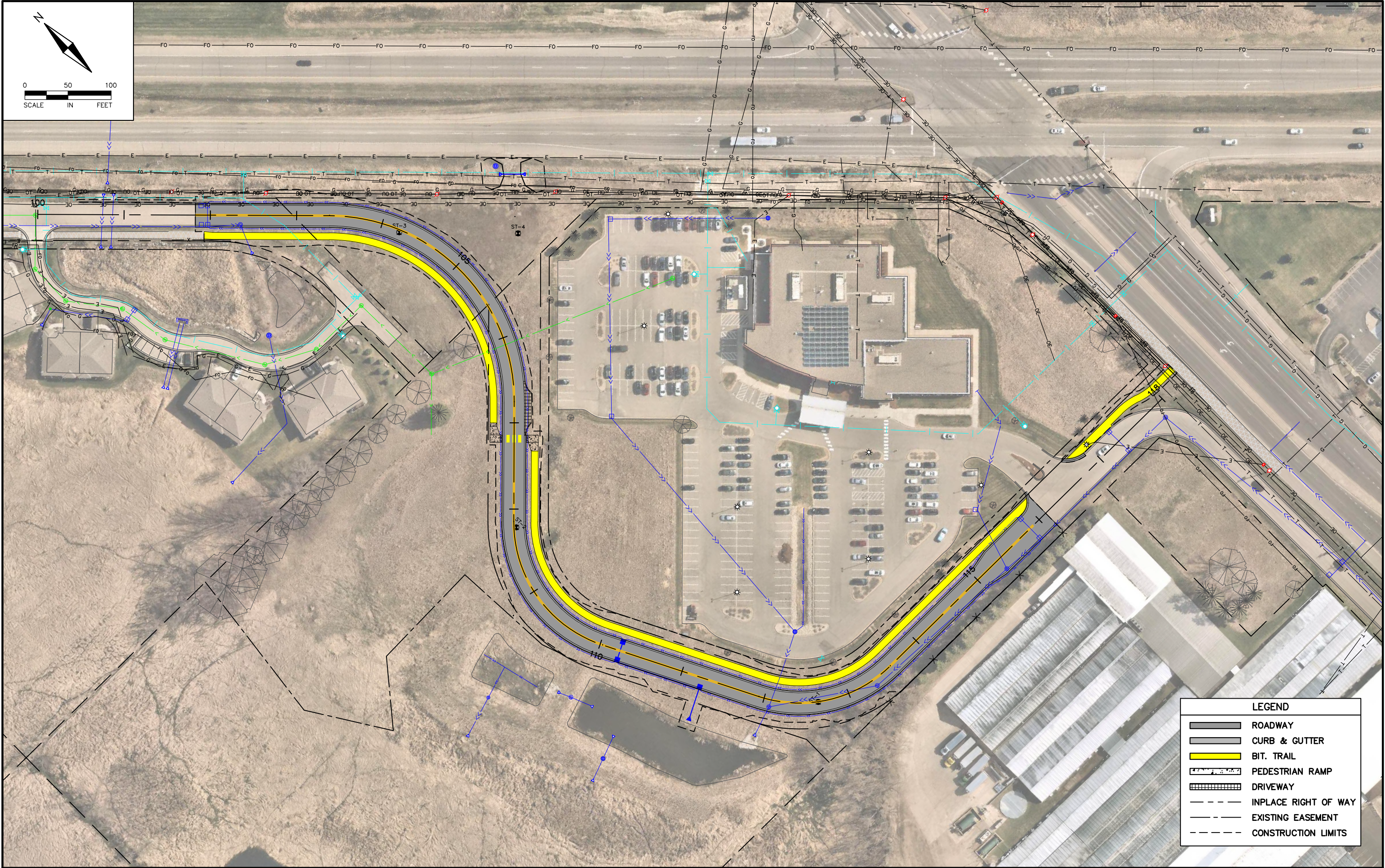
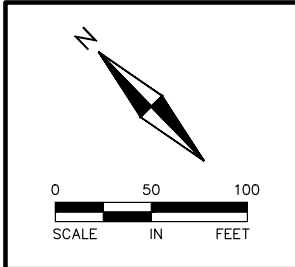


0 500 Feet

2025 Hamel Road Extension City Project #ST170002

 Project Location





LEGEND	
	ROADWAY
	CURB & GUTTER
	BIT. TRAIL
	PEDESTRIAN RAMP
	DRIVEWAY
	INPLACE RIGHT OF WAY
	EXISTING EASEMENT
	CONSTRUCTION LIMITS

10/15/2024 2:57 PM
C:\pwworking\projectwise\alliant\00264327\c4230121-layout.dwg

NO	DATE	DWN	CKD	REVISIONS



I HEREBY CERTIFY THAT THIS SHEET 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: _____
SIGNATURE: _____
DATE _____ LICENSE # _____

HAMEL ROAD LAYOUT

HAMEL ROAD EXTENSION

SHEET NO. _____ OF _____ SHEETS

CITY OF PLYMOUTH

RESOLUTION No. 2025-057

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT FOR BIDS FOR THE HAMEL ROAD EXTENSION PROJECT (ST170002)

WHEREAS, the Hamel Road Extension Project (ST170002) is included in the 2025-2034 Capital Improvement Plan (CIP) for construction in 2025; and

WHEREAS, the city entered into an agreement with Alliant Engineering, Inc. on July 10, 2023, to provide engineering services for the project; and

WHEREAS, the engineer has prepared Plans and Specifications for improvement No. ST170002, the Hamel Road Extension Project, including Hamel Road between the current termini in the southwest corner of State Highway 55 and County Road 101 by roadway construction, trail construction, storm water improvements, utility improvements, and all necessary appurtenances, and has presented such Plans and Specifications to the City Council for approval.

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

1. Such plans and specifications, a copy of which is made a part hereof, are hereby approved.

2. The City Clerk shall prepare and cause to be inserted in the official paper and on Quest CDN an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published two times, shall specify the work to be done, shall state that bids will be received online by QuestCDN until 9:00 a.m. on March 27, 2025 at which time they will be publicly displayed in the City Council Chambers of the Plymouth City Hall building at 3400 Plymouth Boulevard, Plymouth, Minnesota, by the City Engineer and City Clerk, will then be tabulated, and will be considered by the council at 7:00 p.m. on April 22, 2025, in the Council Chambers. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the council on the issue of responsibility. No bids will be considered unless submitted online via the QuestCDN bidding site 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 25th day of February, 2025.

To: Dave Callister, City Manager

Prepared by: Tony Miller, Engineering Project Manager

Reviewed by: Michael Thompson, Public Works Director

Item: **Designate engineer for 2026 Street Reconstruction Project (ST269001)**

1. Action Requested:

Adopt attached resolution designating engineer for the 2026 Street Reconstruction Project (ST269001).

2. Background:

This project is included in the 2025-2034 Capital Improvement Plan (CIP) with construction scheduled for 2026. The project area includes streets in the Birch Briar neighborhood and Trunk Highway 55 Service Road from 15th Avenue to Cottonwood Lane as shown in the attached map. Improvements proposed with the project include the full reconstruction of streets to an urban section with curb and gutter, replacement of the existing water main and services, and improvements to other utilities. The streets within the project area are a rural design with minimal storm sewer. A Request for Proposal was solicited for engineering services which includes a feasibility report, public engagement, private utility coordination, permitting, design and construction document preparation, and bidding assistance. The proposal submitted by Bolton and Menk, Inc. shows the consultant has a good understanding of the project. The total estimated engineering fees proposed by Bolton and Menk, Inc. are \$740,435. Staff has evaluated the cost and estimated hours included in the proposal and found it comparable to other recently consultant led projects. Bolton and Menk, Inc. has selected a project team with the experience necessary to deliver the project and has successfully completed previous projects in the city. Therefore, staff recommends designating Bolton and Menk, Inc. as the engineer for this project.

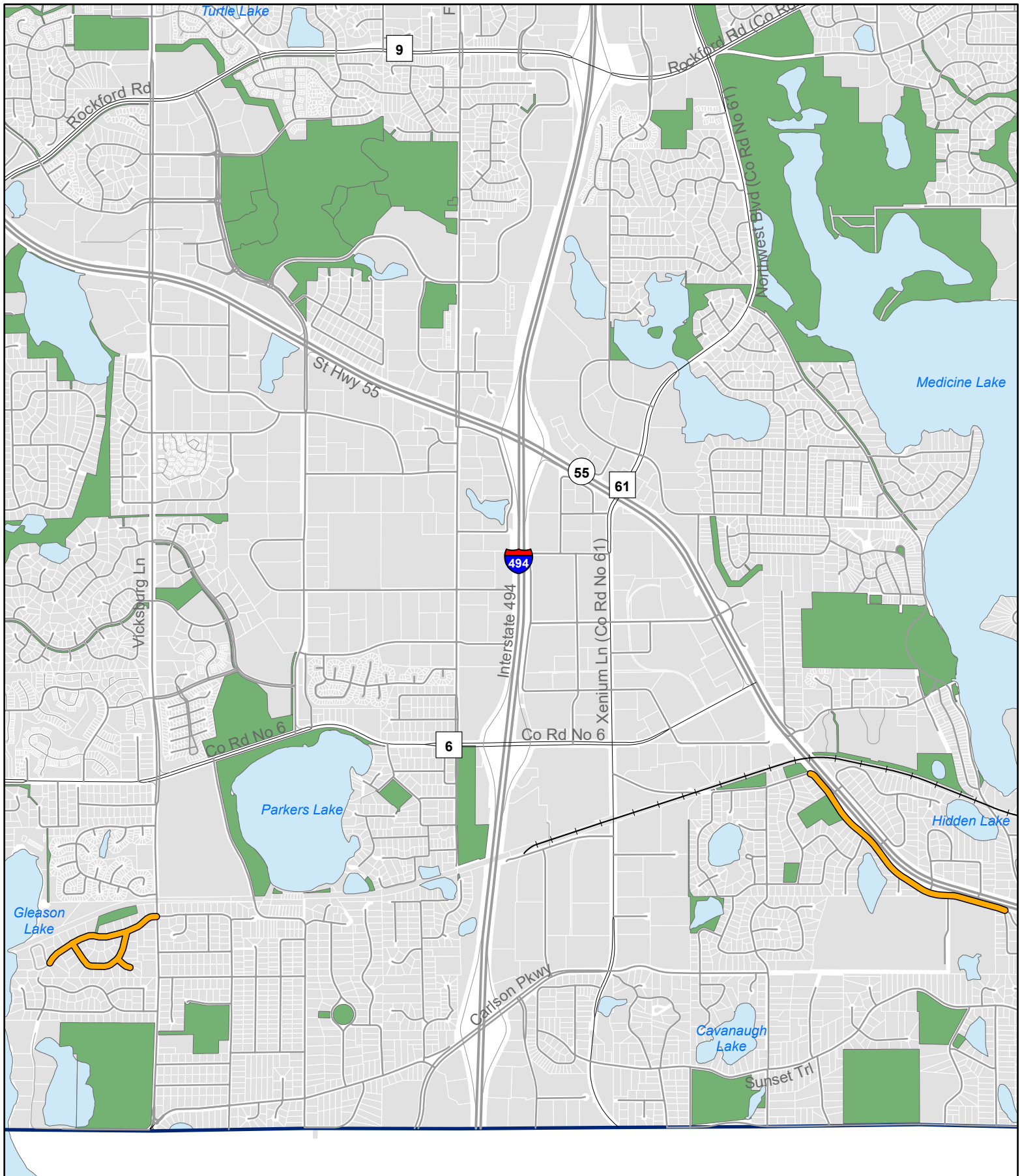
3. Budget Impact:

This project is included in the 2025-2034 CIP for construction in 2026 at an estimated

cost of \$6,810,000.

4. Attachments:

1. Location Maps
2. Agreement
3. City Council Resolution 2025-058



2026 Street Reconstruction Project City Project #ST269001

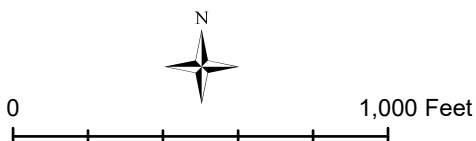
— Reconstruction Project

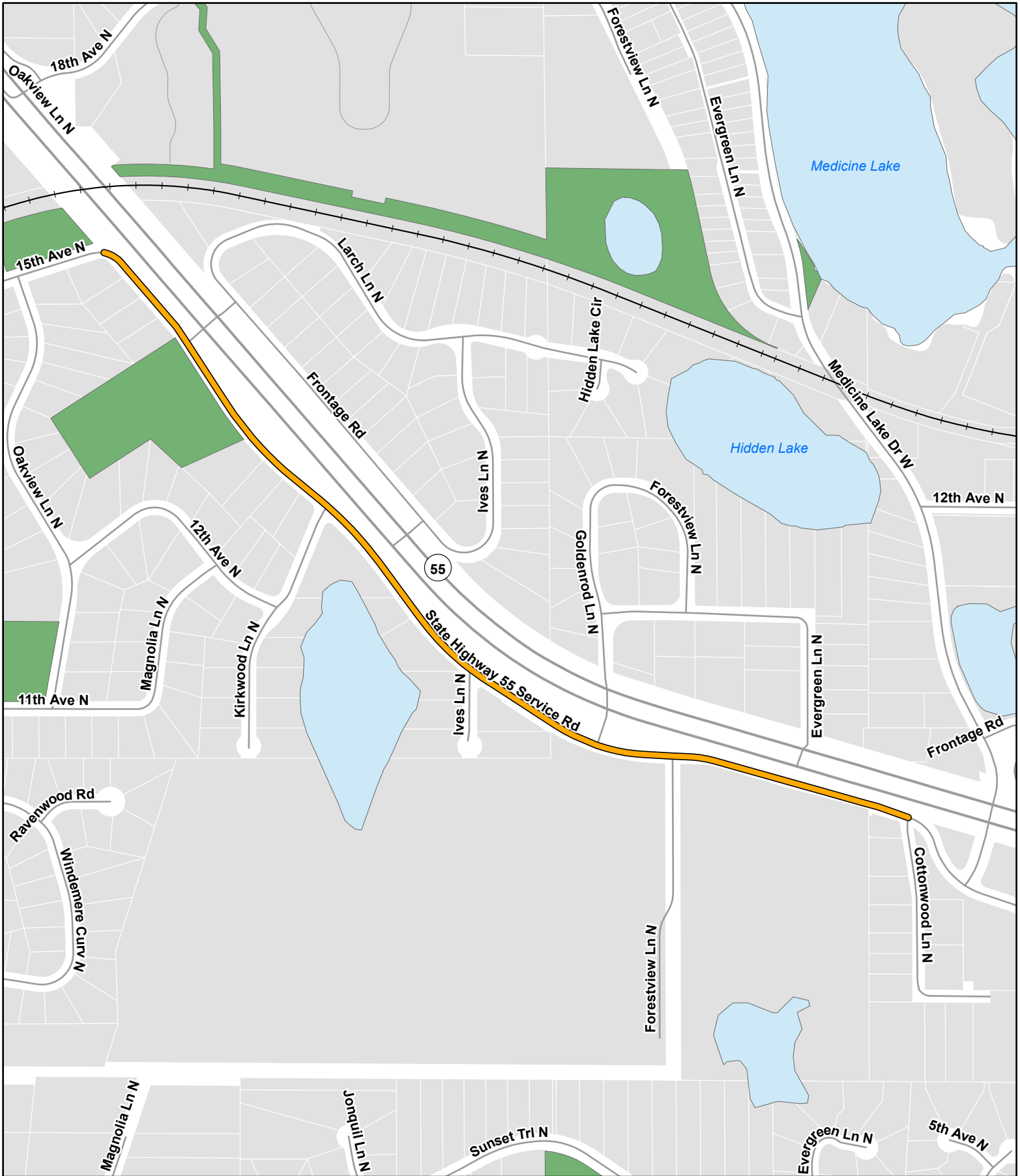




**2026 Street Reconstruction Project
City Project #ST269001 - Birch Briar**

- Reconstruction Project
- Private Road





2026 Street Reconstruction Project
City Project #ST269001 - Hwy 55 Frontage Road

0 1,000 Feet

Reconstruction Project



AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is made on the 25th day of February 2025, between the **CITY OF PLYMOUTH**, a Minnesota municipal corporation (“CITY”), and **BOLTON & MENK, INC.**, a Minnesota corporation (“ENGINEER”).

The CITY and the ENGINEER agree as follows:

1. **Contract Documents.** The ENGINEER agrees to provide engineering services to the CITY in accordance with the following contract documents which are incorporated herein by reference:
 - A. This Agreement for Engineering Services.
 - B. ENGINEER’s Proposal for Professional Services for **2026 Street Reconstruction Project**, submitted on February 10, 2025.
 - C. ENGINEER’s Current Hourly Fee Schedule.

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

2. **Compensation.** ENGINEER shall be paid by the CITY on an hourly basis in accordance with the hourly fee schedule but not to exceed \$740,435.00 inclusive of reimbursable expenses as reflected in the estimate of cost exhibit in the 2026 Street Reconstruction Proposal. The not to exceed fees shall not be adjusted if the estimated hours to perform a task, the number of estimated required meetings or any other estimate or assumption is exceeded.
3. **Optional Services.** Not applicable.
4. **Method of Payment.** ENGINEER may request progress payments as the work is performed. The CITY will normally make payment within thirty-five (35) days of receipt of a properly itemized bill.
5. **Change Orders.** All change orders, regardless of amount, must be approved in advance and in writing by the CITY. No payment will be due or made for work done in advance of such approval.
6. **Standard of Care.** ENGINEER shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a professional engineer under similar circumstances. No other warranty, expressed or implied, is included in this Agreement or in any drawing, specification, report, or opinion

produced pursuant to this Agreement. ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of ENGINEER without additional compensation.

7. **Subcontractor.** ENGINEER shall not enter into subcontracts for services provided under this Agreement without the express written consent of the CITY, which consent shall not be unreasonably withheld. The ENGINEER shall pay any subcontractor involved in the performance of this Agreement within ten (10) days of the ENGINEER'S receipt of payment by the CITY for undisputed services provided by the subcontractor. If the ENGINEER fails within that time to pay the subcontractor any undisputed amount for which the ENGINEER has received payment by the CITY, the ENGINEER shall pay interest to the subcontractor on the unpaid amount at the rate of 1-1/2 percent per month or any part of a month. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the ENGINEER shall pay the actual interest penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the ENGINEER shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.
8. **Independent Contractor.** The CITY hereby retains the ENGINEER as an independent contractor upon the terms and conditions set forth in this Agreement. The ENGINEER is not an employee of the CITY and is free to contract with other entities as provided herein. ENGINEER shall be responsible for selecting the means and methods of performing the work. ENGINEER shall furnish any and all supplies, equipment, and incidentals necessary for ENGINEER'S performance under this Agreement. CITY and ENGINEER agree that ENGINEER shall not at any time or in any manner represent that ENGINEER or any of ENGINEER'S agents or employees are in any manner agents or employees of the CITY. ENGINEER shall be exclusively responsible under this Agreement for ENGINEER'S own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.
9. **Non-Discrimination.** During the performance of this Agreement, the ENGINEER shall not discriminate against any employee or applicants for employment because of race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, disability, or age. The ENGINEER shall post, in places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The ENGINEER shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work.
10. **Assignment.** Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party. Any Assignment in violation of this provision is null and void.

11. **Indemnification.** The ENGINEER shall indemnify and hold harmless the CITY, its officials, agents, and employees, of and from any and all claims, demands, actions, causes of action, including costs and attorney's fees, arising out of or by reason of the execution or performance of the work or services provided for herein, to the extent caused by the negligent acts, errors or omissions, willful misconduct, or breach of any substantive provision of this Agreement by the ENGINEER, its officials, agents or employees in the execution, performance, or failure to adequately perform the ENGINEER'S obligations pursuant to this Agreement.
12. **Insurance.**
- A. **General Liability.** During the term of this Agreement, ENGINEER shall maintain a general liability insurance policy with limits of at least \$2,000,000 for each person, and each occurrence, for both personal injury and property damage. This policy shall name the CITY as an additional insured for the services provided under this Agreement and shall provide that the ENGINEER'S coverage shall be the primary coverage in the event of a loss.
 - B. **Worker's Compensation.** The ENGINEER shall secure and maintain such insurance as will protect ENGINEER from claims under the Worker's Compensation Act and from claims for bodily injury, death, or property damage which may arise from the performance of ENGINEER'S services under this Agreement.
 - C. **Professional Liability Insurance.** The ENGINEER shall secure and maintain a professional liability insurance policy. Said policy shall insure payment of damages for legal liability arising out of the performance of professional services for the CITY, in the insured's capacity as ENGINEER, if such legal liability is caused by an error, omission, or negligent act of the insured or any person or organization for whom the insured is legally liable. Said policy shall provide minimum limits of \$2,000,000 with a deductible maximum of \$125,000. The policy shall also insure the indemnification obligation contained in Paragraph 10 above.
 - D. **Certificate of Insurance.** A certificate of insurance on a form acceptable to the CITY which verifies the existence of this insurance coverage must be provided to the CITY before work under this Agreement is begun.
13. **Records Access.** The ENGINEER shall provide the CITY access to any books, documents, papers, and records which are directly pertinent to the specific contract, for the purpose of making audits, examinations, excerpts, and transcriptions, for three (3) years after final payments and all other pending matters related to this Agreement are closed.

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

expenses until the effective date of termination. If however, the CITY terminates the Agreement because the ENGINEER has failed to perform in accordance with this Agreement, no further payment shall be made to the ENGINEER, and the CITY may retain another contractor to undertake or complete the work identified in the Contract Documents. If as a result, the CITY incurs total costs for the work (including payments to both the present contractor and a future contractor) which exceed the not to exceed amount specified in the Contract Documents, if any, then the ENGINEER shall be responsible for the difference between the cost actually incurred and the Agreement amount.

21. **Waiver of Claims for Personal Liability.** It is intended by the parties to this Agreement that ENGINEER's services shall not subject ENGINEER'S employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. Therefore, and notwithstanding anything to the contrary contained herein, the City agrees that as the CITY's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against ENGINEER, and not against any of ENGINEER's individual employees, officers or directors.

CITY OF PLYMOUTH

By: _____

Jeffrey Wosje, Mayor

By: _____

Dave Callister, City Manager

BOLTON & MENK, INC.

By: Mike Waltman

Mike Waltman
Its: Municipal Group Leader | Principal

REVIEWED BY: Michael Thompson

Michael Thompson, Public Works Director



Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337-1649

Ph: (952) 890-0509
Fax: (952) 890-8065
Bolton-Menk.com

February 10, 2025

Mr. Tony Miller, P.E.
Engineering Project Manager
City of Plymouth
3400 Plymouth Boulevard
Plymouth MN 55447

Re: Proposal for Professional Engineering Services
2026 Street Reconstruction Project
City of Plymouth, Minnesota

Mr. Miller:

Enclosed is our proposal for professional services for the 2026 Street Reconstruction Project. Our proposed fee for this project is \$740,435 for 3,894 proposed hours of labor by Bolton & Menk as well as work by our subconsultant, Braun Intertec. These encompass all of Bolton & Menk's efforts through the bidding of the project, including design, public engagement, survey, and geotechnical engineering.

If you have any questions regarding this proposal or would like to discuss any of its details, please do not hesitate to contact me at 612-965-3926 or nickam@bolton-menk.com.

Sincerely,

Bolton & Menk, Inc.

Nick Amatuccio, P.E.
Municipal Project Manager | Principal

Cc: Joe Shamla, P.E., Assistant City Engineer, City of Plymouth
Mike Payne, P.E., City Engineer/Deputy Public Works Director, City of Plymouth
Mike Waltman, P.E., Municipal Group Leader | Principal, Bolton & Menk

2026 Street Reconstruction Project

City of Plymouth



PROJECT UNDERSTANDING

Project Location & Proposed Scope:

- The project involves reconstruction of the streets and utilities within the Birch Briar neighborhood and along the TH 55 Service Road. Public streets within the project area include 8th Ave N, 9th Ave N, Weston Ln N, and the TH 55 Service Road from 15th Ave N to Cottonwood Ln. The project area also includes Birch Briar Trail North, which is a private road with City owned watermain.
- The scope of improvements generally includes:
 - Bituminous pavement reconstruction.
 - Addition of concrete curb and gutter in replacement of partial bituminous curbing throughout the project area.
 - Storm sewer modifications to match the street reconstruction improvements and accommodate drainage needs of the area.
 - Stormwater management to meet MS4 and watershed requirements.
 - Replacement of existing 6" and 8" cast iron watermain (1969 original installation) with new 8" watermain and services meeting City standards.
 - Possible replacement or rehabilitation of the same era watermain under Birch Briar Trail North, pending the results of a cost-

benefit analysis to be performed by Bolton & Menk.

- Probable trenchless replacement or rehabilitation of the watermain connection to the Birchwood neighborhood.
- Sanitary manhole casting adjustments and ring replacements as necessary. The existing 8" VCP sanitary sewer was lined in 2015-2016 per City records, and therefore sanitary sewer mainline improvements nor service line improvements are anticipated.
- Possible pedestrian and/or bicycle facility improvements pending the results of pedestrian and bicycle data collected by Bolton & Menk.

Project Funding Sources:

- Special Assessments
- Local Funding
- Municipal State Aid Construction Funds are not planned to be used.

PROJECT SCHEDULE

The project is planned for 2026 construction. Below is a proposed schedule for the project, subject to review and acceptance by City Staff.



PROJECT SCHEDULE

Tasks	2025												2026			
	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A
Authorization to Proceed		◆														
Data Collection																
Project Kickoff Meeting with City Staff			◆													
60% Plan Preparation																
Neighborhood Meeting 1						◆										
90% Plan Preparation and Specifications																
Neighborhood Meeting 2											◆					
Feasibility Report Preparation																
100% Plan Preparation and Specifications																
Order Improvement / Improvement Hearing / Order Plans / Approve Plans													◆			
Bidding																
Design Phase																

PROPOSED SCOPE OF WORK

The City of Plymouth can expect our team to be fully committed to the success of this project. Our team has determined the following tasks are key components of the project.

Task 1: Data Collection

Task 1.1: Topographic & Boundary Survey

Bolton & Menk, Inc. will complete a topographic survey of the existing conditions for the streets in the project area listed above. The survey will be completed through the full right-of-way plus approximately 10 feet beyond the right-of-way on each side as needed. Horizontal control will be established based on Hennepin County Coordinates NAD 83, 1986 Adjustment. Vertical Control will be established based City provided benchmarks.

The survey will include all visible features such as, but not limited to, pavements, curb lines, manholes, catch basins, valves, sidewalks, turf areas, driveways, power poles, trees greater than 4" in diameter, gardens, mailboxes, retaining walls, etc. All underground utility information will be located and described per City provided as-builts, field markings from a Gopher One Call coordinated by Bolton & Menk, and private utility map information. Collection of pipe sizes and invert elevations within structures will be completed by Bolton & Menk. We assumed sanitary structure conditions, including structure rehabilitations, ring needs/improvements, and casting conditions/replacements will be evaluated by the City consistent with past practice. We also assumed that the survey would include the private road, Birch Briar Trail, whether or not watermain improvements in that area become part of the final plans.

Bolton & Menk will complete research of subdivision plats and order O&E reports for abstract properties to obtain limits of current easements and property boundaries. Property corners throughout the project corridor will also be located and used to establish property boundaries coupled with our property research efforts.

Bolton & Menk will complete wetland delineations along the pond in the center of the Birch Briar neighborhood if required for possible reconstruction of the pond outfalls.

Bolton & Menk will draft the collected survey data to develop a Civil 3D base map of the project area, which will be used as the basis for final design.

Task 1.2: Geotechnical Design & Coordination

Enclosed is a proposal by our proposed subconsultant, Braun Intertec. Braun will collect site data and recommendations consistent with their proposal. Bolton & Menk staff will review and apply the geotechnical recommendations in the project design, and coordinate with Braun during development of the project typical sections and construction specifications as necessary.

Task 1.3: Pedestrian/Bicycle Facility Study

Video footage will be collected at the TH 55 Frontage Rd and Kirkwood Ln N intersection when the weather is nice and school is in session to determine the number of pedestrian and bicyclists that utilize the TH 55 Frontage Rd on a typical weekday. We will also collect video footage of the intersection for a Saturday when the weather is nice to capture recreational traffic utilizing the TH 55 Frontage Rd. StreetLight will be used to confirm the field collected pedestrian and bicycle counts in the project area. The use of MnDOT's StreetLight license to complete this analysis is assumed.

A traffic memorandum will be compiled summarizing the pedestrian and bicycle data findings and recommendations for multimodal facilities along the TH 55 Frontage Rd.

Task 2: Feasibility Report

Bolton & Menk will prepare a feasibility report with information consistent with City of Plymouth standards and as required by the MN 429 statute for special assessments. The feasibility report will be prepared based upon the content of the 90% design. A preliminary assessment roll will be prepared based on the 90% design and estimated cost. The final roll will be updated based on bids received and available for viewing at a public meeting held prior to adoption of the assessment roll and prior to construction. The City may separately complete a special benefit appraisal report to substantiate the proposed assessment amounts, which Bolton & Menk can use for comparison to policy based, calculated assessment amounts.

Task 3: Public Engagement, Project Meetings, & Coordination

Task 3.1: Design Team Meetings & Meetings with City Staff

During the core design process, Bolton & Menk's design team will routinely meet internally to develop a cohesive project design. Up to four meetings with City Staff are also planned to occur at the following stages:

1. Kickoff meeting following collection of site topographic data and geotechnical data.
2. Design phase progress meeting at a time/date identified by Bolton & Menk to provide an update to City staff but also timed to collect feedback and direction on specific items such as stormwater management and watermain improvements along Birch Briar Trail. This meeting could also occur during either the kickoff meeting or the 60% design meeting depending on the overall project schedule.
3. 60% design meeting and consider direction prior to Public Information Meeting 1.
4. 90% design meeting and confirm improvements prior to Public Information Meeting 2.

Task 3.2: Stormwater Management Meetings with Minnehaha Creek Watershed District

Bolton & Menk will lead up to two meetings with Minnehaha Creek Watershed District (MCWD) and City Staff to discuss the project scope and the feasibility of installing stormwater management facilities within the Birch Briar project area.

1. The first meeting would be intended to go through options for stormwater management and explain to MCWD what would and wouldn't be feasible based on available space, budget, and maintenance resources.
2. The second meeting would focus on confirming the stormwater management facilities proposed, if any, and the MCWD permit application requirements.

It is not anticipated that a meeting will be required with the Basset Creek Watershed Management Commission (BCWMC) for the work along the TH 55 service road since it is not expected that stormwater management will be a requirement for BCWMC based on their current rules. However, Bolton & Menk will still explore stormwater management opportunities with the City for what might be appropriate to install along the TH 55 Service Road for the City's MS4 permitting requirements.

Task 3.3: Utility Coordination & Meetings

Bolton & Menk will facilitate the required utility coordination process including the following efforts:

1. Design phase utility coordination meeting 1 – Bolton & Menk will distribute the 60% project plans to utility owners, the proposed 2026 timing of the construction project, and solicit feedback from utility owners on:
 - a. Verifying the existing location of their utilities as shown on the plans
 - b. Proposed replacements desired / planned by the utility owner within the project area
 - c. Plans for relocation based on conflicts identified to date with the proposed improvements
2. Bolton & Menk will distribute the 90% construction plans to utility owners including the construction staging/phasing plan and communicate the following with utility owners:
 - a. Planned relocation deadlines for owners
 - b. Confirm relocation planned dates by the utility owner and proposed locations of the relocated utilities

2026 Street Reconstruction Project

City of Plymouth



Task 3.4: Design Phase Public Engagement

Bolton & Menk will lead the project's public engagement effort to inform the public and allow opportunities for questions/answers along the way.

- Design Phase Project Notices & Mailings – Meetings & Project Startup: Prior to the data collection phase, a mailing will be distributed to property owners indicating the project is being initiated and welcoming any input on project scope. Mailings will also be sent out prior to each Neighborhood Meeting inviting the attendance of all residents in both project areas. An estimated \$1,500 has been included for estimated postage costs associated with this task.
- One-on-One Resident Meetings: Bolton & Menk plans to attend an assumed five one-on-one resident meetings in response to any property-specific questions or concerns that develop over the course of the design. Where appropriate, that input will be incorporated into the construction plan content or requirements to be adhered to by the contractor.
- Neighborhood Meeting 1: At approximately 60% design – provide an overview of the project improvements and generally what to expect during construction. 'Boards' illustrating the proposed improvements, a sign in sheet, and comment cards will be produced by Bolton & Menk for this meeting.
- Neighborhood Meeting 2: At approximately 90% design – A 2nd neighborhood meeting will be conducted at this level of design to inform the public about the final design plans with particular focus on items of interest to the public during the first neighborhood meeting. More detailed information, if available, will also be provided regarding proposed construction staging/phasing for the project.

Task 4: Final Design & Bidding

Task 4.1: Cost-Benefit Analysis of Private Road Watermain Improvements

Bolton & Menk will perform a cost-benefit analysis for the replacement or rehabilitation of the City's watermain under the private road, Birch Briar Trail North. The cost-benefit analysis will evaluate the different methods of watermain construction, including open cut replacement, directional drilling, pipe bursting, and CIPP lining. The option of 'doing nothing' and not replace the watermain will also be evaluated for the risk of future watermain breaks and the associated repair costs. Each construction method/option will be compared to determine the most cost effective and appropriate plan for potential watermain improvements along the private road. The desire to replace and upsize the watermain between Birch Briar Trail North and the Birchwood neighborhood will also be considered during this cost-benefit analysis. Bolton & Menk staff will meet with City staff to discuss the options and confirm the scope of improvements within the private road prior to moving forward with final design efforts in that area.

Task 4.2: 60% Plans & Estimate

Bolton & Menk will produce 60% construction plans and an accompanying project cost estimate for City review. The 60% plans will be completed to City of Plymouth standards and will include the following:

1. Title sheet, legend sheet, construction details, and typical sections
2. Existing conditions / removals plans
3. Construction plan and profiles sheets for all streets in the project area
4. Storm Water Pollution Prevention Plans (SWPPP)
5. Utility plan and profile sheets for areas of storm sewer installation
6. Utility plan and profile sheets for areas of watermain replacement which will also depict the existing sanitary sewer mains to remain in place
7. Cross sections all streets in the project area, with frequencies of every 25' and at every driveway location.
8. Spread calculations and storm sewer modeling will be completed for the storm sewer design. Preliminary layout of stormwater management facilities and associated sizing will be completed for the 60% plan set.

2026 Street Reconstruction Project

City of Plymouth



Real People. Real Solutions.

Task 4.3: 90% Plans & Estimate

Our team will produce 90% construction plans and an accompanying project cost estimate for City review. The 90% plans will be completed to City of Plymouth standards and will include all 60% plan sheets updated to a 90% level of completion. The project plans will specify temporary traffic control (TC) requirements to be met in general, but detailed TC plans will be required of the contractor. Any stormwater management facilities will be confirmed with City staff at this time and incorporated into the design.

Task 4.4: 100% Plans, Estimate, & Specifications

Following City 90% review, the plans will be updated based on city comments and Bolton & Menk QA/QC. A 100% complete plan set, specifications/project manual, and estimate/bid form will be prepared and readied for bidding by contractors. A stormwater summary report will be prepared by Bolton & Menk and provide to the City.

Task 4.5: Permitting

Bolton and Menk will apply and pay the required fees (\$7,500 used for budgetary purpose) for the following permits which are anticipated:

1. Minnehaha Creek Watershed - Erosion Control & Stormwater Management
2. Bassett Creek Watershed – Erosion Control
3. MDH Permit for Public Watermain Construction
4. NPDES Permit
5. Possible DNR/USACE permitting for wetland impacts/disturbances

Task 4.6: Bidding, Contractor Questions, & Revisions

We will place the bidding documents on QuestCDN and facilitate an online bid opening for the project. During the time the project is being advertised, Bolton & Menk staff will field bidder questions, make revisions if necessary, and issue necessary addenda prior to the opening of bids. Following the bid opening, we will compile the bids received in a tabulation and abstract and make recommendation to the City regarding the bid award. Additionally, based upon the bids received, we will update the assessment roll per unit prices provided in the lowest responsible bid.

Potential Future Services Not Included

Through development of the project, Bolton & Menk will work with the City to gauge potential future service needs for:

1. Easement acquisition services, such as survey work, appraisals, and professional acquisition services
2. Construction phase support, including construction administration, construction inspection, survey staking, and construction phase plan modifications.

PROPOSED FEES

A detailed cost breakdown including hours is shown on the attached Detailed Cost Estimate. Our total proposed hourly not-to-exceed fee for this project is \$740,435.

Respectfully submitted by,

A handwritten signature in black ink that reads 'Nick Amatuccio'.

Bolton & Menk, Inc.

Nick Amatuccio, P.E.

Municipal Project Manager | Principal

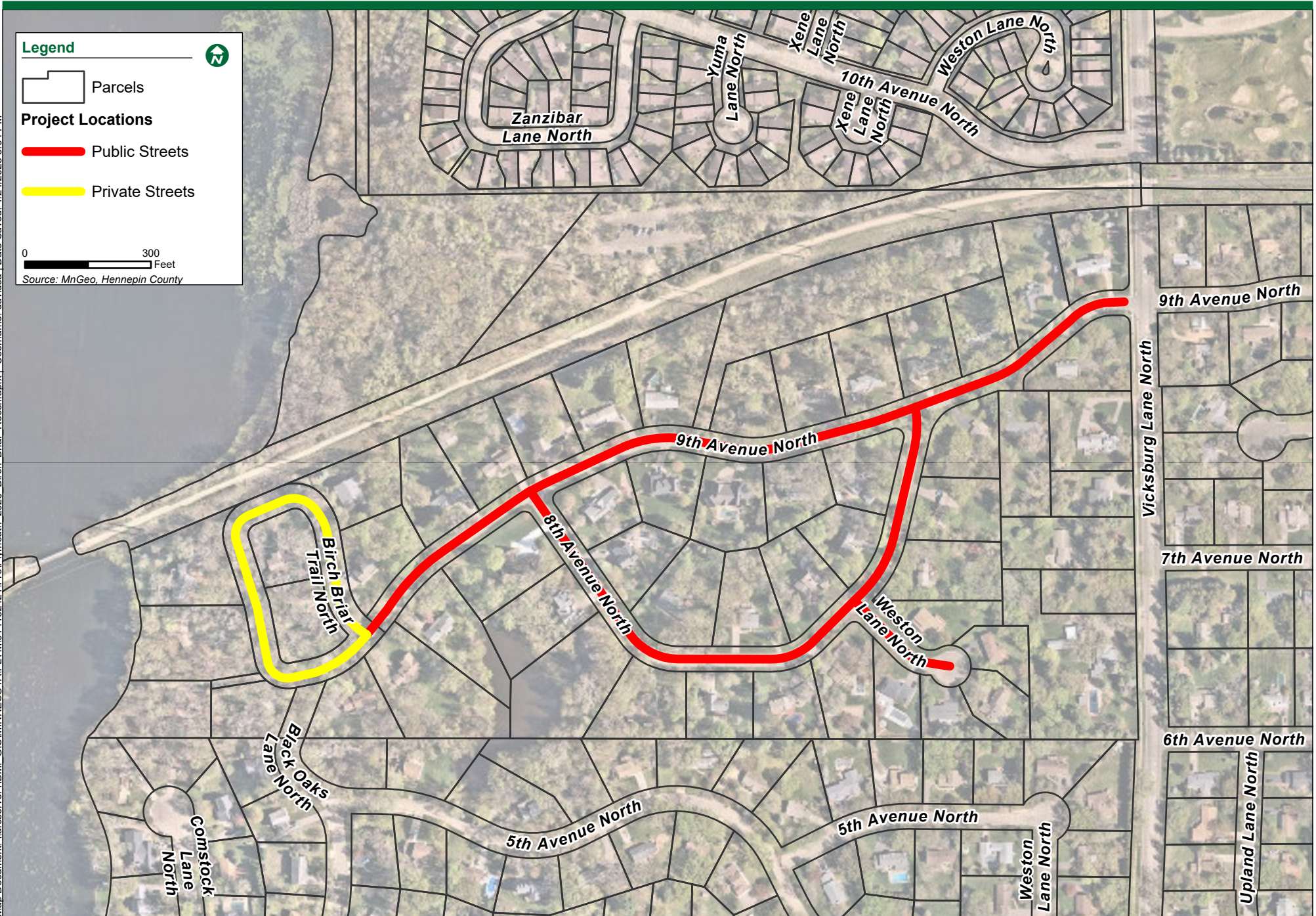
C: 612-965-3926

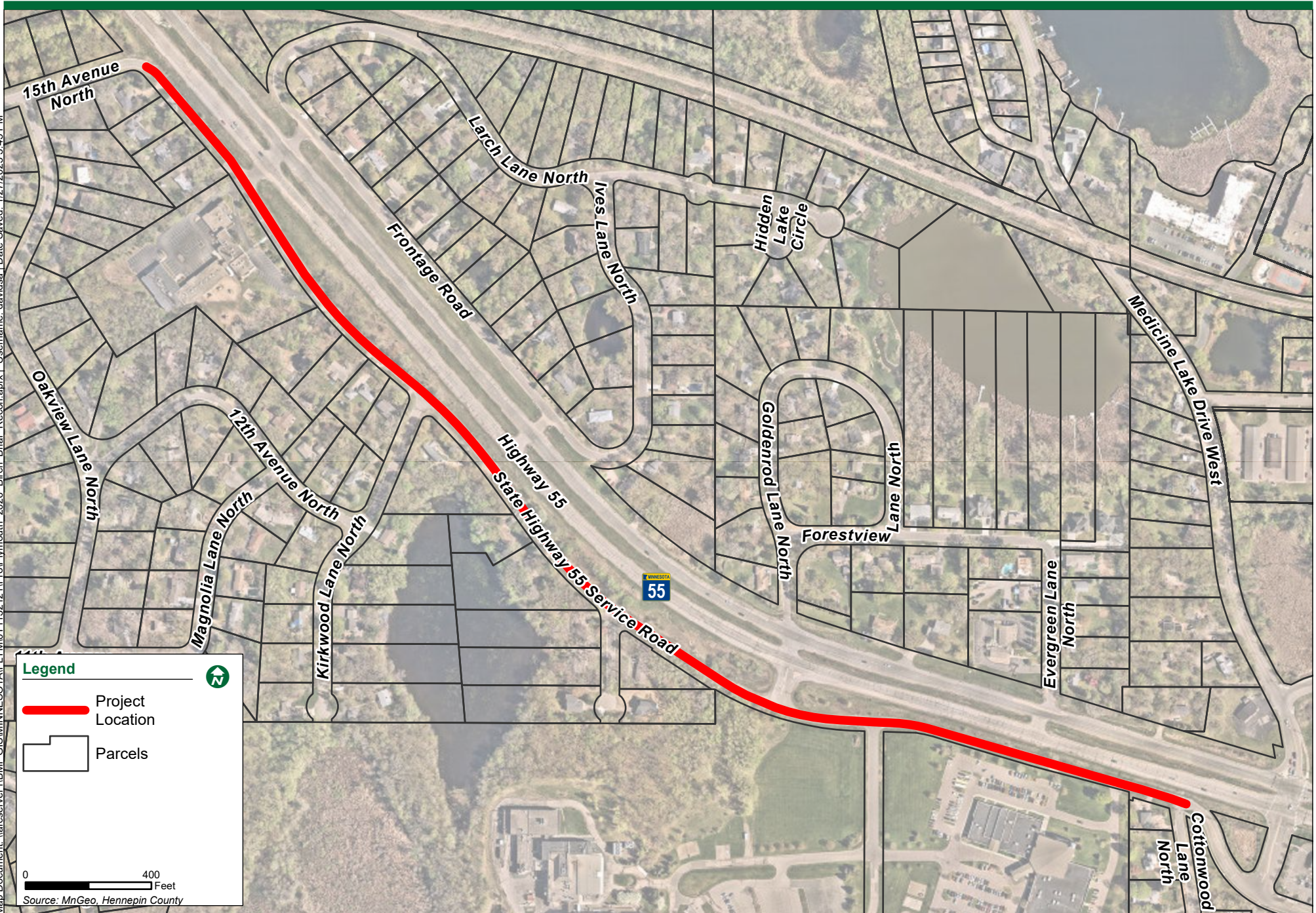
nickam@bolton-menk.com

Date: 2/10/2025

Detailed Cost Estimate

Client: City of Plymouth Project: 2026 Street Reconstruction Project		Bolton & Menk, Inc. Team Members																	
Task No.	Work Task Description	Principal-In-Charge	Project Manager	Water Resources Project Manager	Project Engineer	Engineering Technician	Communications Specialist	GIS Specialist	Natural Resources Specialist	Traffic Project Engineer	Traffic Design Engineer	Professional Land Surveyor	Survey Crew Chief	Survey Technician	Administrative / Clerical	Indirect Expense or Lump Sum Fee	Total Hours	Total Cost	
1.0	Data Collection	4	14	4	0	0	0	8	60	24	40	60	550	118	8	\$ 26,541	890	\$190,925	
2.0	Feasibility Report	8	56	0	6	6	0	32	0	0	0	0	0	0	4	\$ -	112	\$20,238	
3.0	Public Engagement, Meetings, & Coordination	64	108	60	20	20	24	0	0	0	0	0	0	0	12	\$ 1,500	308	\$61,416	
4.0	Final Design & Bidding	90	478	500	500	946	0	4	0	0	0	0	0	0	66	\$ 7,500	2584	\$467,856	
Total Hours		166	656	564	526	972	24	44	60	24	40	60	550	118	90	\$ 35,541	3894		
Average Hourly Rate		\$225.00	\$195.00	\$220.00	\$180.00	\$147.00	\$142.00	\$160.00	\$160.00	\$189.00	\$145.00	\$210.00	\$195.00	\$152.00	\$109.00				
Subtotal		\$37,350	\$127,920	\$124,080	\$94,680	\$142,884	\$3,408	\$7,040	\$9,600	\$4,536	\$5,800	\$12,600	\$107,250	\$17,936	\$9,810	\$35,541			
Total Proposed Fee																			\$740,435





February 5, 2025

Revised Proposal QTB208838

Nicholas Amatuccio, PE
Bolton & Menk, Inc.
10400 Viking Drive, Suite 450
Eden Prairie, MN 55344

Re: Revised Proposal for a Geotechnical Evaluation
2026 Birch Briar Street Reconstruction and
TH 55 Service Road Reconstruction
Plymouth, Minnesota

Dear Mr. Amatuccio:

Braun Intertec Corporation appreciates the opportunity to submit this revised proposal to complete a geotechnical evaluation for the 2026 Birch Briar Street Reconstruction and the Trunk Highway (TH) 55 Service Road project in Plymouth, Minnesota.

Project Information

We understand the proposed project will include the full reconstruction of streets west of Vicksburg Lane North including 9th Avenue North, 8th Avenue North, and Weston Lane North, as well as watermain replacement along Birch Briar Trail via open cut or via trenchless. In addition, we understand the project scope includes a full reconstruction of Minnesota TH 55 Service Road between 15th Avenue North and Cottonwood Lane North.

Purpose

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations, evaluate their impact on the project, and provide geotechnical recommendations for the reconstruction of roads mentioned above and watermain replacement along Birch Briar Trail.

Scope of Services

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

Site Access

Based on aerial photographs, it appears that the site is accessible to a truck-mounted auger drill rig equipped with hollow stem auger. We assume there will be no cause for delays in accessing the exploration locations. We are not including tree clearing, debris or obstruction removal, grading of navigable paths, or snow plowing.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Staking

We will stake prospective subsurface exploration locations and obtain surface elevations at those locations using GPS (Global Positioning System) technology. For purposes of linking the GPS data to an appropriate reference, we request that you provide CAD (Computer-Aided Design) files indicating location/elevation references appropriate for this project or give us contact information for the consultant that might have such information.

Utility Coordination

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

Right of Way Permits and Work Hours

We will obtain a right-of-way (ROW) permit with the City of Plymouth prior to beginning our fieldwork. We assume the city will waive permit fees as we will be completing the work for the city.

We assume that the city permit will not require a work hour restriction for this work (i.e., an 8:00 AM to 4:00 PM normal work schedule will apply).

Traffic Control

Based on aerial images from Google Earth we anticipate performing the borings within the existing drive lanes on 9th Avenue, 8th Avenue, Weston Lane, Birch Briar Trail, and the Minnesota TH 55 Service Road. We anticipate the usage of temporary warning signs will be required to alert motorists to our work area for most streets. For TH 55 Service Road, we are budgeting one and a half days of traffic control (flagging) from a subcontractor to perform this work.

Soil Borings

We propose to drill nineteen standard penetration test (SPT) borings for the project to nominal depths of 15 feet below surface grade. We will perform SPT tests continuously to 5 or 6 feet and then at 2-1/2-foot vertical intervals to a depth of about 15 feet (and at 5-foot intervals at greater depths, if deemed necessary).

Figures 1 and 2 depict the proposed boring locations for the project.

Figure 1. Proposed Soil Boring Locations Near Birch Briar Trail

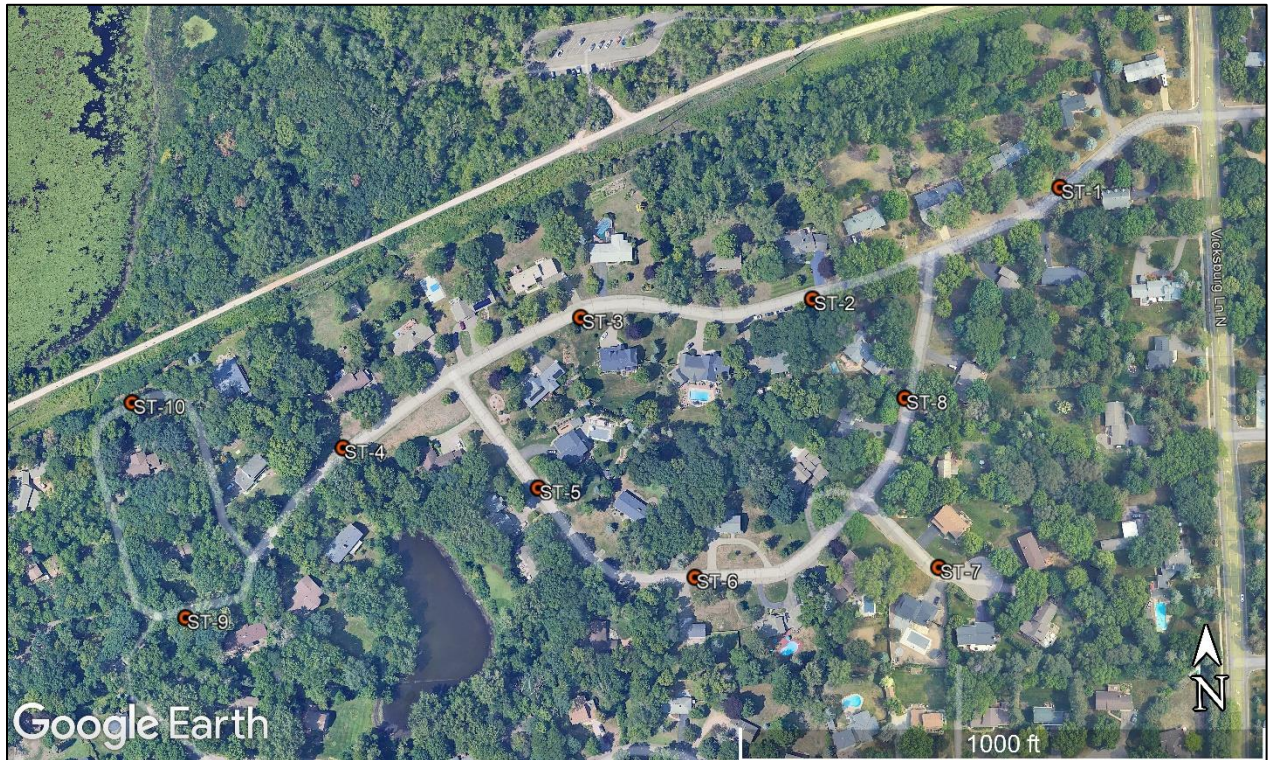


Figure annotated in Google Earth™ and then extracted.

Figure 2. Proposed Soil Boring Locations on Minnesota TH 55 Service Road

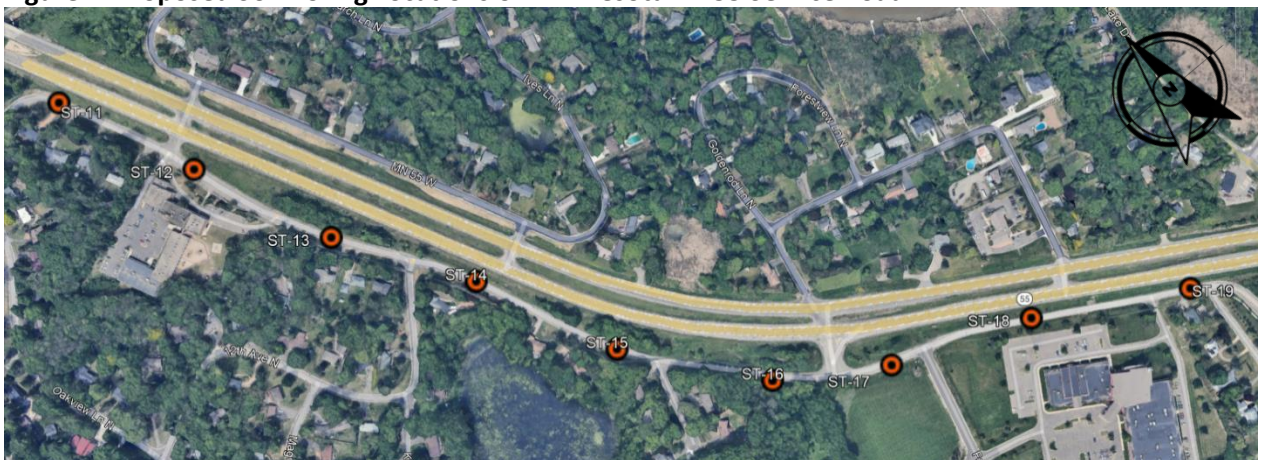


Figure annotated in Google Earth™ and then extracted.

If the intended boring depths do not extend through unsuitable material, we will extend the borings at least 5 feet into suitable material at greater depths. The additional information will help evaluate such issues as excavation depth, consolidation settlement, and foundation alternatives, among others. If we identify a need for deeper (or additional) borings, we will contact you prior to increasing our total

estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

If the borings encounter groundwater during or immediately after drilling of each boring, we will record the observed depth on the boring logs. We do not intend to leave the borings open for an extended period of time.

MDH Notification and Sealing Record

Since our planned exploration will be less than 15 feet in depth, the Minnesota Statutes will not require that we complete any notifications or sealing records. If we extend any of the borings to a depth of 15 feet or greater, the Statutes requires that we seal the boreholes and complete a Sealing Record. If 25 feet or greater, the Statutes also require us to complete a Sealing Notification Form. If the Record or Form are required, we will contact you to discuss the additional fees and sealing requirements.

Borehole Abandonment

We will backfill our exploration locations immediately after completing the drilling at each location. Minnesota Statutes require sealing temporary borings that are 15 feet deep or deeper. Based on our proposed subsurface characterization depths, we currently do not anticipate needing to seal any of the borings. Upon backfilling exploration locations, we will fill holes in pavements with a temporary bituminous cold patch.

Over time, subsidence of borehole backfill may occur, requiring releveling of surface grades or replacing bituminous or concrete patches. We are not assuming responsibility for re-leveling or re-patching after we complete our fieldwork.

Sample Review and Laboratory Testing

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. See Table 1 for descriptions of laboratory tests. We will adjust the actual number and type of tests based on the results of our borings.

Table 1. Laboratory Tests

Test Name	ASTM Test Method	Purpose
Moisture content	D2216	Soil classification, moisture condition, and engineering properties
Atterberg limits	D4318	Soil plasticity, shrink/swell potential, engineering parameters, suitability of soils for reuse
Percent passing #200 sieve	D1140	Soil classification, and evaluate frost susceptibility
Organic content	D2974	Evaluate suitability of soils for reuse

We will determine the actual laboratory testing for the project depending on the encountered subsurface conditions. If we identify a laboratory testing program that exceeds the budget included in this proposal but provides additional value to the project, we will request authorization for the additional fees through a Change Order.

Engineering Analyses

We will use data obtained from the subsurface exploration and laboratory tests to evaluate the subsurface profile and groundwater conditions, and to perform engineering analyses related to pavement design and performance.

Report

We will prepare a report including:

- A sketch showing the exploration locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the subsurface conditions that will impact design and construction.
- Discussion regarding the reuse of on-site materials during construction.
- Recommendations for preparing pavement and utility subgrades, and the selection, placement and compaction of fill.
- Recommendations for the use in design and construction on the 2026 Birch Briar Street and TH 55 Service Road Reconstruction.

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

Schedule

We anticipate performing our work according to the following schedule.

- *Drill rig mobilization* – Within about 5 weeks following receipt of written authorization.
- *Field exploration* – 3 days on site to complete the soil borings.
- *Classification and laboratory testing* – within 2 weeks after completion of field exploration.
- *Preliminary results* – within 2 weeks after completion of field exploration.
- *Draft report submittal* – about 3 weeks after completion of field exploration.
- *Final report submittal* – within 5 days of receiving comments on the draft report and depending on the complexity of the comments.

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

Fees

We will furnish the services described in this proposal for a lump sum fee of **\$22,310**. Table 2 provides a breakdown of the proposed fees.

Table 2. Proposed Fee Breakdown

Service	Fee
Staking and Utility Coordination	\$ 2,160
Traffic Control (Subcontracted)	3,375
Drilling	10,980
Laboratory Testing	2,240
Coordination, Engineering Analysis, and Report	3,555
Total	\$22,310

Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We will provide our services under the terms of the *Subconsultant Master Agreement for Professional Services (Task Order)* between Bolton & Menk, Inc. and Braun Intertec Corporation, dated January 8, 2025.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Mackenzie Braum at 952.486.9390 (mbraum@braunintertec.com) or Chris Kufner at 651.248.2850 (ckufner@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



L. Mackenzie Braum, EIT
Staff Engineer



Christopher R. Kufner, PE
Associate Director, Principal Engineer

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

CITY OF PLYMOUTH

RESOLUTION No. 2025-058

RESOLUTION DESIGNATING CONSULTING ENGINEER FOR THE 2026 STREET RECONSTRUCTION PROJECT (ST269001)

WHEREAS, the 2026 Street Reconstruction Project is listed in the 2025-2034 Capital Improvement Plan (CIP); and

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

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

WHEREAS, staff recommends that Bolton & Menk, Inc. be designated as the consulting engineer for this project.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that Bolton & Menk, Inc. is designated as the city's consulting engineer for the 2026 Street Reconstruction Project (ST269001) in the amount of \$740,435.

APPROVED by the City Council on this 25th day of February, 2025.

To: Dave Callister, City Manager

Prepared by: Tony Miller, Engineering Project Manager

Reviewed by: Michael Thompson, Public Works Director

Item: **Designate engineer for 2026 Street Rehabilitation Project (ST269002)**

1. Action Requested:

Adopt attached resolution designating engineer for the 2026 Street Rehabilitation Project (ST269002).

2. Background:

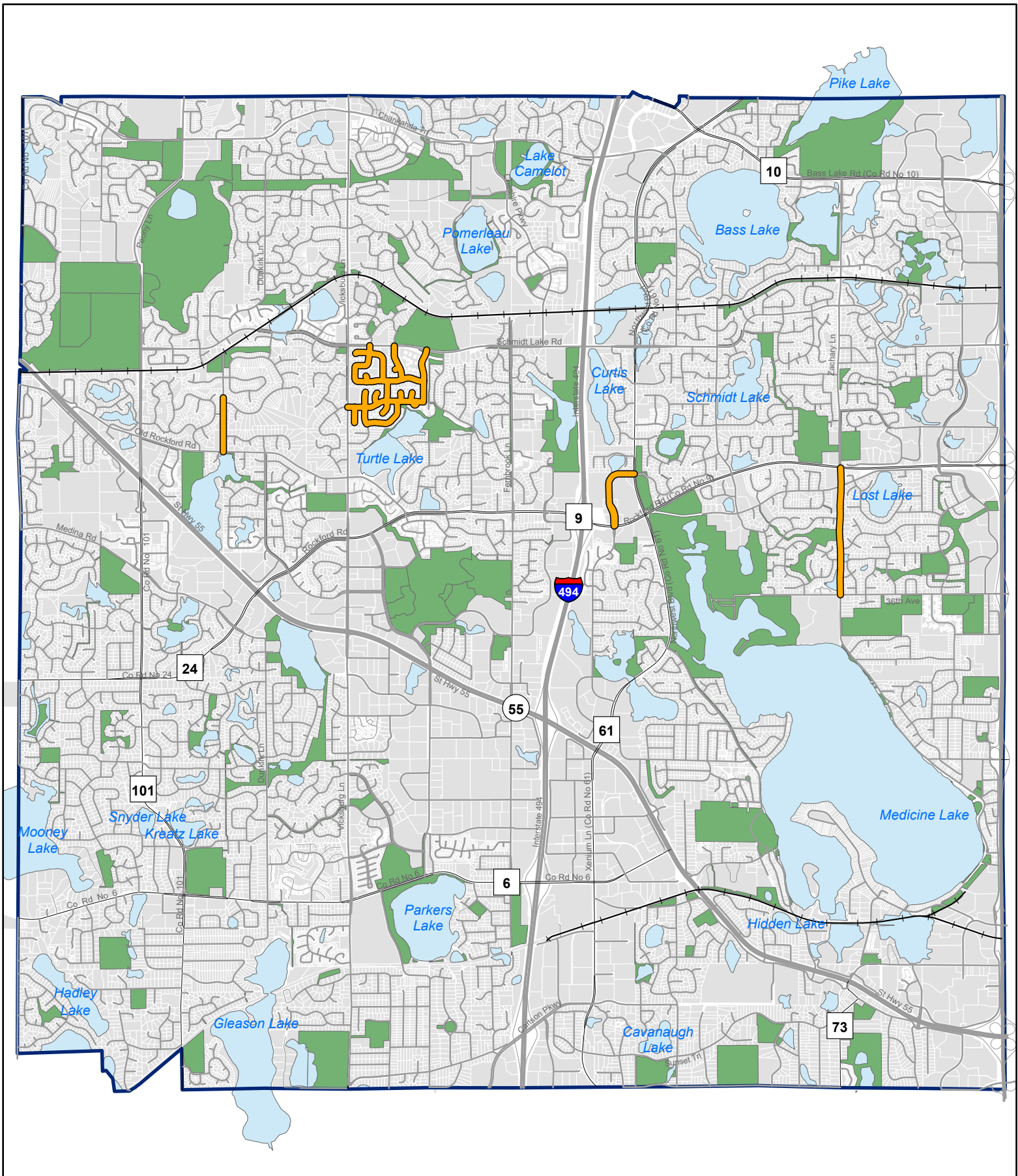
This project is one of two pavement rehabilitation projects in the 2025-2034 Capital Improvement Plan (CIP) scheduled for construction in 2026 and includes streets in various areas throughout the city as shown in the attached map. Zachary Lane between 36th Avenue and Schmidt Lake Road, and streets in the Amhurst, Silverthorne, Willow Haven, and Wooddale neighborhoods are planned to be rehabilitated with a mill and overlay. Vinewood Lane and Holly Lane are anticipated to be rehabilitated with a full depth pavement reclamation. Other improvements with the project include intersection improvements, utility repairs, pedestrian facility improvements, and replacement of concrete curb and gutter in poor condition. A request for proposal was solicited for engineering services to include a feasibility report, public engagement, private utility coordination, permitting, design and construction document preparation, and bidding assistance. The proposal submitted by Alliant Engineering, Inc. showed a good understanding of the project. The total estimated engineering fees proposed by Alliant Engineering, Inc. are \$443,640. Staff has evaluated the cost and estimated hours included in the proposal and found it comparable to other recent consultant led projects. Alliant Engineering, Inc. has designated a project team with the experience necessary to deliver the project and has successfully completed previous projects in the city. Therefore, staff recommends designating Alliant Engineering, Inc. as the engineer for this project.

3. Budget Impact:

This project is one of two pavement rehabilitation projects included in the 2025-2034 CIP for construction in 2026 at a total estimated cost of \$9,650,000.

4. Attachments:

1. Location Map
2. Agreement
3. City Council Resolution 2025-059



0 1 Miles

2026 Street Rehabilitation Projects City Project #ST269002

— 2026 Rehabilitation Project Areas



AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is made on the 25th day of February 2025, between the **CITY OF PLYMOUTH**, a Minnesota municipal corporation (“CITY”), and **ALLIANT** a Minnesota corporation (“ENGINEER”).

The CITY and the ENGINEER agree as follows:

1. **Contract Documents.** The ENGINEER agrees to provide engineering services to the CITY in accordance with the following contract documents which are incorporated herein by reference:
 - A. This Agreement for Engineering Services.
 - B. ENGINEER’s Proposal for Professional Services for **2026 Street Rehabilitation Project**, submitted on February 10, 2025.
 - C. ENGINEER’s Current Hourly Fee Schedule.
- In the event of conflict among the documents, the conflict shall be resolved in descending order of priority, with the document listed first having the highest priority and the document listed last having the lowest priority.
2. **Compensation.** ENGINEER shall be paid by the CITY on an hourly basis in accordance with the hourly fee schedule but not to exceed \$443,640.00 inclusive of reimbursable expenses as reflected in the estimate of cost exhibit in the Proposal for Plymouth 2026 Street Rehabilitation Project. The not to exceed fees shall not be adjusted if the estimated hours to perform a task, the number of estimated required meetings or any other estimate or assumption is exceeded.
3. **Optional Services.** Not applicable.
4. **Method of Payment.** ENGINEER may request progress payments as the work is performed. The CITY will normally make payment within thirty-five (35) days of receipt of a properly itemized bill.
5. **Change Orders.** All change orders, regardless of amount, must be approved in advance and in writing by the CITY. No payment will be due or made for work done in advance of such approval.
6. **Standard of Care.** ENGINEER shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a professional engineer under similar circumstances. No other warranty, expressed or implied, is included in this Agreement or in any drawing, specification, report, or opinion

produced pursuant to this Agreement. ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of ENGINEER without additional compensation.

7. **Subcontractor.** ENGINEER shall not enter into subcontracts for services provided under this Agreement without the express written consent of the CITY, which consent shall not be unreasonably withheld. The ENGINEER shall pay any subcontractor involved in the performance of this Agreement within ten (10) days of the ENGINEER'S receipt of payment by the CITY for undisputed services provided by the subcontractor. If the ENGINEER fails within that time to pay the subcontractor any undisputed amount for which the ENGINEER has received payment by the CITY, the ENGINEER shall pay interest to the subcontractor on the unpaid amount at the rate of 1-1/2 percent per month or any part of a month. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the ENGINEER shall pay the actual interest penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the ENGINEER shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.
8. **Independent Contractor.** The CITY hereby retains the ENGINEER as an independent contractor upon the terms and conditions set forth in this Agreement. The ENGINEER is not an employee of the CITY and is free to contract with other entities as provided herein. ENGINEER shall be responsible for selecting the means and methods of performing the work. ENGINEER shall furnish any and all supplies, equipment, and incidentals necessary for ENGINEER'S performance under this Agreement. CITY and ENGINEER agree that ENGINEER shall not at any time or in any manner represent that ENGINEER or any of ENGINEER'S agents or employees are in any manner agents or employees of the CITY. ENGINEER shall be exclusively responsible under this Agreement for ENGINEER'S own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.
9. **Non-Discrimination.** During the performance of this Agreement, the ENGINEER shall not discriminate against any employee or applicants for employment because of race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, disability, or age. The ENGINEER shall post, in places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The ENGINEER shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work.
10. **Assignment.** Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party. Any Assignment in violation of this provision is null and void.

11. **Indemnification.** The ENGINEER shall indemnify and hold harmless the CITY, its officials, agents, and employees, of and from any and all claims, demands, actions, causes of action, including costs and attorney's fees, arising out of or by reason of the execution or performance of the work or services provided for herein, to the extent caused by the negligent acts, errors or omissions, willful misconduct, or breach of any substantive provision of this Agreement by the ENGINEER, its officials, agents or employees in the execution, performance, or failure to adequately perform the ENGINEER'S obligations pursuant to this Agreement.
12. **Insurance.**
- A. **General Liability.** During the term of this Agreement, ENGINEER shall maintain a general liability insurance policy with limits of at least \$2,000,000 for each person, and each occurrence, for both personal injury and property damage. This policy shall name the CITY as an additional insured for the services provided under this Agreement and shall provide that the ENGINEER'S coverage shall be the primary coverage in the event of a loss.
 - B. **Worker's Compensation.** The ENGINEER shall secure and maintain such insurance as will protect ENGINEER from claims under the Worker's Compensation Act and from claims for bodily injury, death, or property damage which may arise from the performance of ENGINEER'S services under this Agreement.
 - C. **Professional Liability Insurance.** The ENGINEER shall secure and maintain a professional liability insurance policy. Said policy shall insure payment of damages for legal liability arising out of the performance of professional services for the CITY, in the insured's capacity as ENGINEER, if such legal liability is caused by an error, omission, or negligent act of the insured or any person or organization for whom the insured is legally liable. Said policy shall provide minimum limits of \$2,000,000 with a deductible maximum of \$125,000. The policy shall also insure the indemnification obligation contained in Paragraph 10 above.
 - D. **Certificate of Insurance.** A certificate of insurance on a form acceptable to the CITY which verifies the existence of this insurance coverage must be provided to the CITY before work under this Agreement is begun.
13. **Records Access.** The ENGINEER shall provide the CITY access to any books, documents, papers, and records which are directly pertinent to the specific contract, for the purpose of making audits, examinations, excerpts, and transcriptions, for three (3) years after final payments and all other pending matters related to this Agreement are closed.

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

expenses until the effective date of termination. If however, the CITY terminates the Agreement because the ENGINEER has failed to perform in accordance with this Agreement, no further payment shall be made to the ENGINEER, and the CITY may retain another contractor to undertake or complete the work identified in the Contract Documents. If as a result, the CITY incurs total costs for the work (including payments to both the present contractor and a future contractor) which exceed the not to exceed amount specified in the Contract Documents, if any, then the ENGINEER shall be responsible for the difference between the cost actually incurred and the Agreement amount.

21. **Waiver of Claims for Personal Liability.** It is intended by the parties to this Agreement that ENGINEER's services shall not subject ENGINEER'S employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. Therefore, and notwithstanding anything to the contrary contained herein, the City agrees that as the CITY's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against ENGINEER, and not against any of ENGINEER's individual employees, officers or directors.

CITY OF PLYMOUTH

By: _____

Jeffrey Wosje, Mayor

By: _____

Dave Callister, City Manager

ALLIANT

By:  Eric Nelson

Its: Principal

REVIEWED BY: 

Michael Thompson, Public Works Director

RE: Proposal for Plymouth 2026 Street Rehabilitation Project

Dear Mr. Miller:

Alliant Engineering appreciates the opportunity to provide the City of Plymouth with design engineering services for your 2026 Street Rehabilitation Project. Based on our previous conversations and the background information you provided, we have prepared the following scope of services. The sections below describe each major task along with key assumptions, information or participation needed from the city, and major deliverables. A detailed spreadsheet documenting the hours and fee associated with each task is also included with this letter.

February 10, 2025

Tony Miller, PE

Engineering Project Manager

City of Plymouth

3400 Plymouth Boulevard

Plymouth, MN 55447

Alliant Engineering, Inc.

733 Marquette Avenue Suite 700

Minneapolis, MN 55402

612.758.3080

www.alliant-inc.com

PROJECT UNDERSTANDING

The 2026 Street Rehabilitation Project consists of the four distinct areas shown on the map included as Appendix A. The rehabilitation techniques are expected to vary from mill-and-overlay to more extensive full depth reclamation. Some trail and pedestrian enhancements are under consideration, along with expected spot repairs for defective curb and gutter or city utilities requiring repair or replacement.

An intersection of Vinewood Lane and two private commercial entrances is under consideration for potential enhancements, including a roundabout. A traffic study and preliminary engineering is needed to determine the preferred intersection type and configuration, and to identify right-of-way acquisition needs.

The project is expected to be advertised for bids in winter 2025/2026 and constructed during the 2026 construction season.

SCOPE OF SERVICES

TASK 1 – PROJECT MANAGEMENT

Eric Nelson will be the Project Manager for the Alliant Team and will serve as the single point of contact for the city. Eric will coordinate all aspects of the design and lead any meetings needed with property owners or external agencies. In addition to preparing monthly progress reports and invoices, Eric will facilitate and lead monthly Project Management Team (PMT) meetings throughout the design process. Eric will also conduct bi-weekly Microsoft Teams meetings with the City Project Manager to provide status updates and discuss any design or schedule issues.

Our scope and fee also include up to four meetings as needed with external agencies such as Three Rivers Park District, private property owners, or internal City staff.

CITY OF PLYMOUTH RESPONSIBILITIES:

- Participate in monthly PMT meetings.
- Participate in bi-weekly update meetings.
- Participate in property owner or agency meetings.

CONSULTANT DELIVERABLES:

- Monthly progress reports and invoices
- Agendas and minutes for property owner or agency meetings

Design Fee for Task 1: \$19,680.00

TASK 2 – PUBLIC ENGAGEMENT

Our scope also includes supporting an open house focused on the Vinewood Lane intersection study once the traffic study is completed and preliminary intersection concepts are available. We understand that the City will conduct a second open house meeting in fall 2025 to present the overall project to the affected property owners and interested residents. The City will set up and host a project website to provide updates throughout the process. Our scope and fee to support these tasks include the following assumptions:

- The City will prepare a mailing to promote each meeting and will coordinate distribution of the mailing. Alliant will review the mailings and provide supporting content as needed.
- The City will lead a formal presentation at each meeting. Alliant will prepare layouts, poster boards, or other graphics as needed to support the presentation.
- Alliant project manager Eric Nelson and up to one additional staff member will attend each meeting to support City staff in describing the project and addressing concerns.
- A written document summarizing the public feedback received and general information on level of participation will be prepared shortly after the meeting.

CITY OF PLYMOUTH RESPONSIBILITIES:

- Identify and secure venue for each open house meeting.
- Prepare and distribute mailings in advance of each open house meeting.
- Prepare and lead presentations at open house meetings.

CONSULTANT DELIVERABLES:

- Visual aids to support open house presentations
- Attend and support City staff at open house meetings
- Open House Meeting Summary Documents

Design Fee for Task 2: \$7,050.00

TASK 3 – RIGHT-OF-WAY ACQUISITION

We understand the Vinewood Lane intersection study may lead to a design concept that requires right-of-way acquisition. Alliant will retain Henning Professional Services (HPS) as a subcontractor to coordinate the acquisition process on behalf of the city. HPS will retain Patchin Messner Valuation Counselors as a subcontractor to perform the required appraisals on the parcels and Kelly Lindstrom to perform the appraisal reviews.

Task 3.1 - Coordination and Property Owner Meetings

Eric Nelson will coordinate the easement acquisition process with HPS, Alliant survey staff, and the design team and provide the City with routine updates on acquisition process. He will coordinate any adjustments needed to the design or the easement documentation as the process unfolds and will serve as the single point of contact for the City. Eric will also join HPS staff at a meeting with each property owner to describe the trail design and answer any technical questions.

CITY OF PLYMOUTH RESPONSIBILITIES:

- Attend property owner meetings as requested by Alliant or HPS.

Task 3.2 – Property Boundary and Easement Documentation

Alliant will prepare a parcel sketch for each parcel with an aerial photo background showing the mapped property boundary and any existing easements or other land rights. We will review the title work for the five potentially affected properties and will update property boundary and easement information after reviewing the title documentation.

Alliant will also prepare legal descriptions for the permanent easement areas required and descriptions or other documentation of temporary easement areas. The parcel sketches and legal descriptions will be provided to the City to serve as Exhibits in legal easement documents prepared by the City or their external legal counsel.

Alliant survey crews will stake the proposed easements prior to the start of the Field Title and Appraisal site visits.

CITY OF PLYMOUTH RESPONSIBILITIES:

- Prepare easement documents using parcel sketches and legal descriptions prepared by Alliant.

CONSULTANT DELIVERABLES:

- Parcel sketches and easement legal descriptions
- Field staking of proposed easements

Task 3.3 – Appraisal and Acquisition Services

The proposal from Henning Professional Services, including appraisal services from Patchin Messner Valuation Counselors, is included as Appendix B. The proposal assumes that only City funds will be used for this project based on previous discussions with City staff.

CITY OF PLYMOUTH RESPONSIBILITIES:

- See City responsibilities listed in HPS Proposal (Appendix B, Assumptions section).

CONSULTANT DELIVERABLES:

- See deliverables listed in HPS Proposal (Appendix B, Assumptions section).

Design Fee for Task 3 (Alliant only): \$13,450.00

TASK 4 – PRELIMINARY DESIGN AND PLAN PREPARATION

Preliminary design will focus on the data collection and analysis needed to refine the project scope and confirm project costs. The Vinewood Lane intersection study will be a key component of this task, since it is a key driver of the overall project schedule. The following sections describe our scope and approach for other aspects of the preliminary design phase.

Task 4.1 – Topographic Survey and Basemapping

Alliant will collect and map topographic survey data across the four planned pavement rehabilitation areas based on the standards provided in the City's RFP. Utility locations will be mapped through records and markings provided through the GSOC process and augmented/verified with record drawings. Basemaps will be developed in AutoCAD Civil 3D format.

CITY OF PLYMOUTH RESPONSIBILITIES:

- Provide available record drawings within the affected project areas.

CONSULTANT DELIVERABLES:

- Project base map in AutoCAD Civil 3D format.

Task 4.2 – Geotechnical Evaluation

Our team includes Braun Intertec to verify and confirm the recommended pavement rehabilitation technique for each sub-area. Braun Intertec will perform shallow cores, hand augers, and Ground Penetrating Radar (GPR) to guide the pavement rehabilitation analysis and recommend pavement sections. A draft and final Geotechnical Evaluation Report, including boring logs, will be prepared and submitted to the City. A copy of the Braun Intertec proposal is included with this proposal as Appendix C.

CITY OF PLYMOUTH RESPONSIBILITIES:

- See City responsibilities listed in Braun Intertec Proposal (Appendix C).

CONSULTANT DELIVERABLES:

- Draft and Final Geotechnical Evaluation Report

Task 4.3 – Desktop Environmental Review

Braun Intertec will also review available databases for potential contamination issues and summarize their findings in a technical memo or letter.

CITY OF PLYMOUTH RESPONSIBILITIES:

- See City responsibilities listed in Braun Intertec Proposal (Appendix C).

CONSULTANT DELIVERABLES:

- Draft and Final Environmental Desktop Review Summary

Task 4.4 – Vinewood Lane Intersection Study

The previously provided scope and fee for the intersection study is included with this proposal as Appendix D. The City has since clarified that traffic counts should be provided at the five intersections also noted in Appendix D. The fee is unaffected by the added intersections.

CITY OF PLYMOUTH RESPONSIBILITIES:

- See City responsibilities listed in Appendix D.

CONSULTANT DELIVERABLES:

- See deliverables listed in Appendix D.

Task 4.5 – Utility Coordination

Alliant will coordinate utility markings through the GSOC process at the time of topographic survey to develop a comprehensive map of existing utilities in the project area. Our scope and fee include the five utility coordination meetings identified in the RFP, including preparation of agendas and meeting minutes.

CITY OF PLYMOUTH RESPONSIBILITIES:

- Attend utility coordination meetings.

CONSULTANT DELIVERABLES:

- Utility coordination meeting agendas and minutes.

Task 4.6 – Vinewood Lane Intersection Design

Based on preliminary discussions with the City, we have scoped our hours and fee based on a roundabout being selected as the preferred intersection design alternative. The project hours are sufficient to cover a traffic signal design if that is the selected solution. If intersection improvements are limited to geometric modifications, we would expect to have unused budget within this sub-task.

Task 4.7 – Develop 30%, 60%, and 90% Draft Plans

We will develop plans based on the standards defined in the RFP and our previous experience on projects for the City. Following each draft submittal, we will respond to city comments in a written document or directly in a Bluebeam Studio session if preferred and conduct comment resolution meetings with city staff as needed. Cost estimates will be provided with the 60% and 90% draft submittals. The cost estimates will be set up to distinguish costs between neighborhoods and across funding sources to facilitate the funding breakdown needed for the feasibility report.

CITY OF PLYMOUTH RESPONSIBILITIES:

- Review and comment on draft submittals.

CONSULTANT DELIVERABLES:

- 30% Draft Plans
- 60% and 90% Draft Plans and cost estimates

Design Fee for Task 4 (Alliant only): \$254,230.00

TASK 5 – FEASIBILITY REPORT

We will prepare a Feasibility Report that summarizes the feasibility, major design challenges and constraints, and estimated cost for the project. The report will have similar content and format to previous City projects and will contain all information needed for Council approval. Alliant will prepare a draft assessment roll for the project for review and concurrence by the City.

CITY OF PLYMOUTH RESPONSIBILITIES:

- Review and comment on draft Feasibility Report.

CONSULTANT DELIVERABLES:

- Draft and final Feasibility Report

Design Fee for Task 5: \$9,200.00

TASK 6 – FINAL CONSTRUCTION DOCUMENT PREPARATION

Following City review of the 90% plans, we will proceed with preparing final construction plans and technical specifications for the proposed design. City of Plymouth standard plates and specifications will be used whenever possible to standardize the design and construction. We will also prepare a Project Manual, including technical specifications, based on the City's template document and our experience with previous projects. A Final Engineer's Estimate of Probable Cost will be included with the final submittals.

We will also secure the required watershed approvals for the project. The Holly Lane, Vinewood Lane, and Zachary Lane areas are all within the Bassett Creek Watershed Management Commission (BCWMC) boundary. The Amherst/Silverthorne/Willow Haven/Wooddale area spans the boundary between BCWMC and the Shingle Creek Watershed Management Commission. We assume project reviews will be needed based on the project area but that no new stormwater best management practices are required. Our plans will include the required SWPPP to accompany the expected NPDES permit.

CITY OF PLYMOUTH RESPONSIBILITIES:

- Review and comment on Construction Documents.

CONSULTANT DELIVERABLES:

- 100% final signed plans, Project Manual, and Engineer's Opinion of Probable Cost

Design Fee for Task 6: \$30,890.00

TASK 7 – BIDDING ASSISTANCE

Following final approval of the construction documents, we will facilitate the online bidding process through QuestCDN. Our team will post bidding documents, respond to contractor inquiries, and issue clarifications/addenda as needed, and host an online bid opening. Following the bid opening, we will provide a Bid Abstract and any other supporting documentation needed for the City to award a construction contract.

CITY OF PLYMOUTH RESPONSIBILITIES:

- Review and comment on Advertisement for Bids.

CONSULTANT DELIVERABLES:

- Draft and final Advertisement for Bids
- Bid Abstract

Design Fee for Task 7: \$4,060.00

Subtotal of Design Fees	\$338,580
Subconsultant Fees (HPS and Braun Intertec)	\$106,760
Miscellaneous Expenses	\$7,083
Total Project Fee	\$443,640.00

SCHEDULE

The following is an estimate of our schedule based on the available information. We will be flexible and can adjust this schedule to meet the City's needs.

- Notice to Proceed — February 24, 2025
- Data collection for intersection study — early March 2025
- Topographic survey work (with Vinewood Lane prioritized) – March 2025
- Preliminary traffic study results and intersection concepts for Vinewood Lane – April 2025
- Geotechnical field work complete – May 2025
- Open House Meeting for Vinewood Lane – May 2025
- Begin ROW acquisition for Vinewood Lane (if required) – June 2025
- Neighborhood Open House Meeting – September 2025
- 60% draft plans to City — September 2025
- 90% draft plans and Feasibility Report to City – November 2025
- 100% Construction Documents ready for bidding – December 2025
- Council authorization to bid – January 2026

KEY STAFF

The Alliant design team will consist of the following individuals:

- **Eric Nelson, PE** — Project Manager
- **Nick Grage, PE** — Vinewood Lane Intersection Study Lead
- **Dan Ekrem, PLS** — Survey and right-of-way documentation Lead
- **Katie Becker, PE** — Design Lead

We again thank you for the opportunity to work with the city on this project and are ready and eager to get started. If you have any questions about this scope and fee or want to discuss in further detail, please contact me at the email address or phone number listed below.

Sincerely,

Alliant Engineering, Inc.



Eric Nelson, PE
Project Manager

✉ **EMAIL** enelson@alliant-inc.com

☎ **DIRECT** 612.767.9380

Building better communities with excellence and passion

**City of Plymouth - 2026 Pavement Rehabilitation Project
Hours and Fee Estimate**

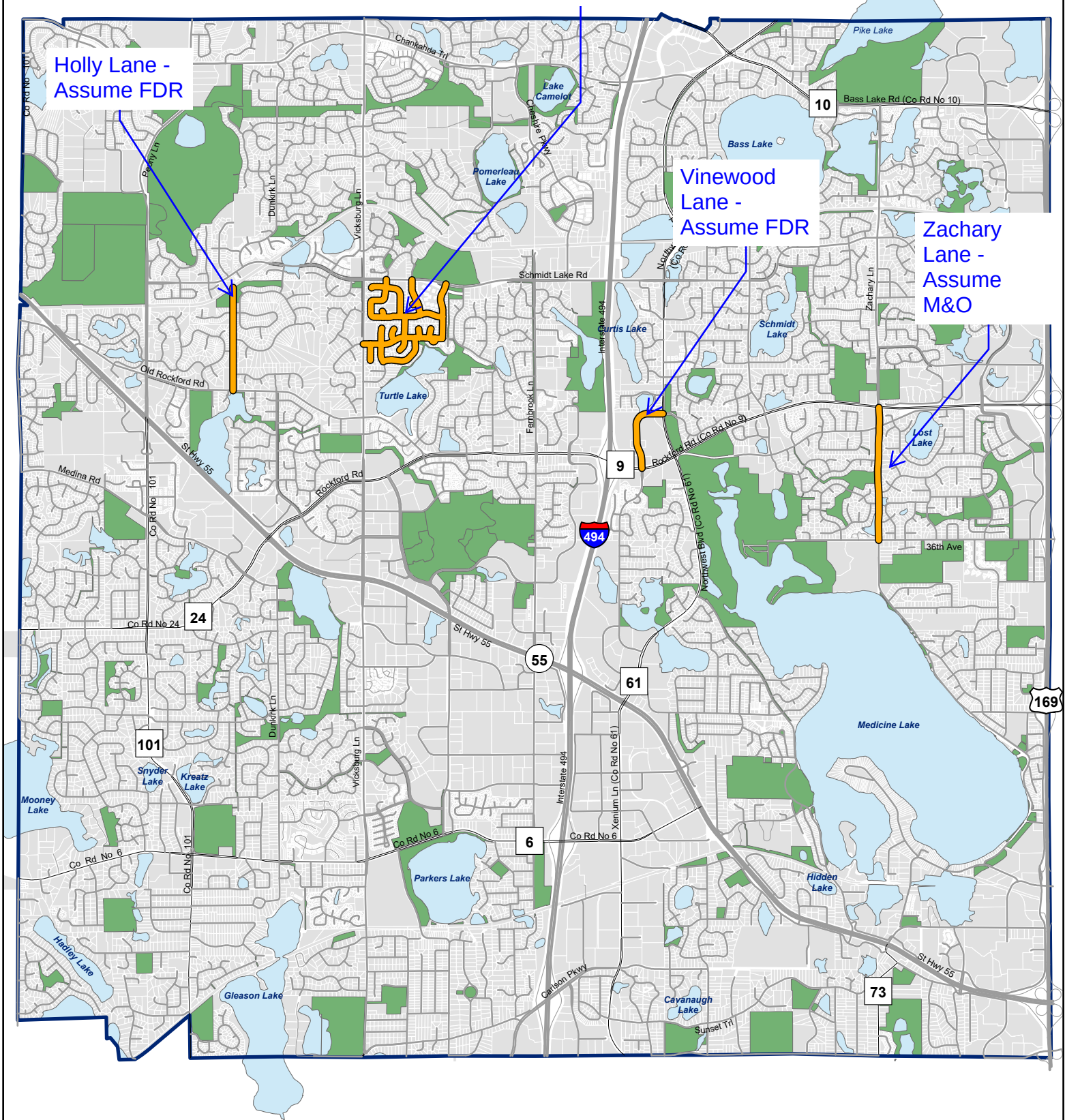
Task	Description								TEAM TOTAL	TASK TOTAL COST
		Principal/ Project Manager	Associate	Professional Engineer	Graduate Engineer	Graphic Designer	Traffic Counter	2-person Survey Crew		
		Nelson	Grage, Ekrem	Becker						
1.0	Project Management	66	0	26	0	0	0	0	92	\$19,680.00
1.1	Routine project management (1)	24							24	\$5,880.00
1.2	Monthly PMT meetings (2)	18		18					36	\$6,840.00
1.2	Bi-weekly check-ins with City Project Manager (3)	12							12	\$2,940.00
1.3	Meetings with external agencies and/or City staff (4)	12		8					20	\$4,020.00
2.0	Public Engagement	10	0	8	0	32	0	0	50	\$7,050.00
2.1	Prepare graphics and supporting materials for open houses	4		4		32			40	\$5,040.00
2.2	Attend open houses (5)	4		4					8	\$1,520.00
2.3	Meeting summary documents	2							2	\$490.00
3.0	Right-of-Way Acquisition (6)(7)	18	20	24	0	0	0	8	70	\$13,450.00
3.1	Coordination and property owner meetings	16		4					20	\$4,460.00
3.2	Property boundary and easement documentation	2	20	20				8	50	\$8,990.00
3.3	Appraisal and acquisition services	Subcontract with Henning Professional Services listed as Direct Expense								
4.0	Preliminary Design and Plan Preparation	46	48	712	720	0	8	240	1774	\$254,230.00
4.1	Topographic survey and basemapping	2	16	12	80			240	350	\$68,510.00
4.2	Geotechnical evaluation (8)	Subcontract with Braun Intertec listed as Direct Expense								
4.3	Desktop environmental review (8)	Subcontract with Braun Intertec listed as Direct Expense								
4.4	Vinewood Lane intersection study	6	16	40	120		8		190	\$24,310.00
4.5	Utility coordination (9)	6		20					26	\$4,170.00
4.6	Vinewood Lane intersection design (10)	8	16	160	120				304	\$40,560.00
4.7	Develop 30%, 60% and 90% draft plans (11)	24		480	400				904	\$116,680.00
5.0	Feasibility Report	20	0	32	0	0	0	0	52	\$9,220.00
5.1	Prepare draft and final Feasibility Report	20		32					52	\$9,220.00
6.0	Final Construction Document Preparation	18	0	128	80	0	0	0	226	\$30,890.00
6.1	Prepare 100% plans, Project Manual, and EOPC for City review	16		120	80				216	\$29,320.00
6.2	Obtain project permits (12)	2		8					10	\$1,570.00
7.0	Bidding Assistance	4	0	16	8	0	0	0	28	\$4,060.00
7.1	Post documents to QuestCDN and host online bid opening	4		4					8	\$1,520.00
7.2	Respond to contractor questions, prepare clarifications/addenda			8	8				16	\$2,000.00
7.3	Compile Bid Abstract and supporting contract documentation			4					4	\$540.00
	PROJECT TOTAL HOURS	182	68	946	808	32	8	248	2292	
	Hourly Billing Rates	\$ 245.00	\$ 200.00	\$ 135.00	\$ 115.00	\$ 110.00	\$ 55.00	\$ 225.00		
	DIRECT LABOR	\$44,590.00	\$13,600.00	\$127,710.00	\$92,920.00	\$3,520.00	\$440.00	\$55,800.00	\$338,580.00	
	SUBTOTAL LABOR COST	338,580.00								
	Direct Expenses:									
	Subconsultant - Henning Professional Services (5)	\$83,860.00								

Subconsultant - Braun Intertec - Geotechnical (8)	\$21,200.00
Subconsultant - Braun Intertec - Desktop Environmental Review (8)	\$1,700.00
Title fees	\$6,500.00
Traffic count video processing	\$483.00
Mileage	\$100.00
SUBTOTAL DIRECT EXPENSES	\$105,060.00

PROJECT COST NOT TO EXCEED	\$443,640.00
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- Notes:
- (1) Includes monthly progress reports and invoices. Design process duration is assumed to be March 2025 through March 2026.
 - (2) Assumes PMT meetings required April 2025 through December 2025. Hours include agendas, meeting minutes, and preparation of supporting graphics.
 - (3) Assumes a Teams meeting or phone call. Two 30-minute meetings per month, March 2025 through March 2026.
 - (4) Includes up to two meetings with property owners and two stakeholder meetings. Agenda and minutes will be prepared for stakeholder meetings.
 - (5) Assumes two open house meetings attended by two Alliant staff members.
 - (6) Hours listed are for Alliant Engineering only. Fee estimate for HPS listed as reimburseable expense. See attached proposal from HPS in Appendix B.
 - (7) Five parcels are assumed for estimating purposes.
 - (8) See attached proposal from Braun Intertec in Appendix C.
 - (9) Hours include five utility coordination meetings defined in RFP.
 - (10) Hours assume a roundabout as preferred design alternative at Vinewood Lane intersection.
 - (11) Hours assume city utility design will be limited to isolated repairs. Larger scale replacements or upgrades will be negotiated as a supplemental agreement.
 - (12) NPDES permit and project reviews by ECWMC and SCWMC.

Amherst/Silverthorne/Willow Haven/Woodale -
Assume M&O



0 1 Miles

2026 Street Rehabilitation Projects
City Project #ST269002

— 2026 Rehabilitation Project Areas





PO Box 25376
Woodbury, MN 55125
651.955.5594

February 4, 2025

Mr. Eric Nelson, PE
Alliant

Re: Right of Way Services Scope and Fee - Rockford Rd. and Vinewood Ln. – City of Plymouth

Dear Mr. Nelson,

I am pleased to offer right of way acquisition services to assist the City of Plymouth with securing the land rights for the roundabout project at Rockford Road and Vinewood Lane. It is my understanding that this is a locally funded project and acquisition services are required for up to five parcels. Please see list of assumed parcels, attached. I have assembled a solid acquisition team who has delivered numerous projects together in the past. Acquisition services will be provided by my firm and appraisal services will be provided by Patchin Messner Valuation Counselors.

Our team is proposing to provide the following scope of services:

Right of Way Agent Services:

- a) Maintain and provide acquisition spread sheets for information on acquisition
- b) Attend an open house and PMT meetings, as needed
- c) Early Notification letter to owner with formal project information and property rights
- d) Contact the landowner and schedule Field Title Investigation meeting
- e) Conduct Field Title Investigation and complete Report, coordinating with Appraiser
- f) Work closely with the City and designer related to landowner questions and project details
- g) Prepare offer letter and packet for each parcel
- h) Present offer of compensation
- i) Negotiate purchase of the easements
- j) Draft Administrative Settlements as appropriate
- k) Obtain signed easements and provide executed documents to City
- l) Draft and submit Pay Request for payment to owner
- m) Process appraisal reimbursements for landowners, as needed
- n) This task will also provide coordination with the City's Attorney who will provide the conveyance documents and other required legal documents and lender consents

Appraiser and Review Appraiser Services:

Patchin Messner Valuation Counselors will provide appraisals for the project. See attached itemized spreadsheet of parcels, fees and any assumptions. A review appraiser will be selected from the MnDOT approved list, based upon actual schedule, subject to City approval.

Assumptions:

- a) The City or their design consultant will provide the title work, parcel sketches, staking and survey services needed.
- b) Henning Professional Services, Inc. (HPS) is not a law firm and does not provide legal services. The City's Attorney will provide legal documents such as deeds, easements, consents, disclaimers, etc., as required. The CA will also review title work and ensure that all interested parties are defined and listed prior to the agent meeting with the landowner.
- c) The City will provide review of any permits required (fence, sign, etc.) and request and issue permits as required.
- d) The City will record all documents that they would like recorded.
- e) The City will provide all tax forms such as 1099's.
- f) The City's Attorney will provide all eminent domain tasks, if needed. HPS assistance would be limited to providing all information and files in HPS's possession and to strategize with Attorney, if requested.
- g) This estimate includes the time to acquire an assumed one lender consent per permanent easement parcel, if needed. Lender processing fees are not included in this estimate. We assume that lender consents will not be needed for temporary easement only parcels.
- h) Closing fees for any fee takings to be paid by the City.
- i) We are assuming the acquisitions are either permanent easements or temporary easements, and not fee title acquisitions.
- j) This estimate only includes relocation services for 2 sign relocations (Sunshine Factory and Rockford Pointe) but no other relocation services.
- k) This estimate does not provide translation services for any non-English speaking. Fees for translation services, including the American Sign Language, would be paid for by the City.

Estimated Fee:

Right of way agent services are provided on an hourly basis only for hours required. The proposed fee is estimated for the above scope of services:

HPS Right of Way Agent Fees (\$6,000/parcel x 5 parcels)	\$30,000
This includes all tasks listed under "agent" above.	
Right of Way Project Manager Services/Meetings, review, etc.	\$ 3,360
Sign Relocation (2 signs x \$2000 for average sign complexity)	\$ 4,000
Appraisal Fee –Patchin Messner (see attached)	\$42,000
Appraisal Review Fee – estimated at \$800 x 5 parcels	\$ 4,000

HPS Estimated Expenses:

Certified mail /Postage (5 parcels x \$50) \$ 250

Mileage estimate \$ 250

Estimated Fee **\$83,860**

Please contact me at 651-955-5594 with any questions. Thank you for the opportunity to provide this proposal.

Sincerely,
Henning Professional Services, Inc.

A handwritten signature in black ink, reading "Sonya A. Henning". The signature is written in a cursive, flowing style.

Sonya A. Henning, PE
President

City of Plymouth - Intersection at Rockford Road and Vinewood Lane Project

Par No.	Property Address	PID	Property Owner	Type of Property	Comments/Assumptions	PMVC Quote
1	4100 Vinewood Lane N	1511822130006	Fw Mn-Rockford Road LLC	Commercial	Impacts to Parking/Before and After As Improved	\$8,500
2	4105 Vinewood Lane N	1511822130010	Rockford Pointe LLC	Commercial	Impacts to Parking/Before and After As Improved	\$8,500
3	4075 Vinewood Lane N	1511822130004	Holiday Stationstores LLC	Commercial	Impacts to Parking/Before and After As Improved	\$10,500
4	4190 Vinewood Lane N	1511822130009	Fw Mn-Rockford Road LLC	Commercial	Land Only Plus Affected Site Improvements	\$6,500
5	4175 Vinewood Lane N	1511822130011	Dayton Hudson Corp.	Commercial	Land Only Plus Affected Site Improvements	\$6,000

Subtotal \$40,000

Plus: meetings/contingency \$2,000

Total \$42,000

Fee quote based on the following assumptions:

- 1) Impacted signage will be handled seperately as relocations items.
- 2) City will repair all impacted sprinkler systems or the owner will be seperately compensated.
- 3) City will maintain two way access to all curb cuts during construction.



Braun Intertec Corporation
 11001 Hampshire Avenue S
 Minneapolis, MN 55438

Phone: 952.995.2000
 Fax: 952.995.2020
 Web: braunintertec.com

February 7, 2025

Proposal QTB209861

City of Plymouth
 c/o: Mr. Eric Nelson
 Alliant Engineering, Inc.
 733 Marquette Avenue, Suite 700
 Minneapolis, MN 55402

Re: Proposal for a Geotechnical Evaluation and Desktop Environmental Review
 City of Plymouth 2026 Street Rehabilitation
 Plymouth, Minnesota

Dear Mr. Nelson,

Braun Intertec Corporation respectfully submits this proposal to complete geotechnical evaluation and desktop environmental review for the proposed City of Plymouth 2026 Street Rehabilitation Project.

Project Information

Per the RFP provided by Alliant Engineering, Inc. (Alliant) we understand the proposed project will include the rehabilitation of existing local roadways as part of the City of Plymouth ongoing street improvement plan. The 2026 Street Rehabilitation project will include rehabilitation of the following roadways:

- Holly Lane North from Old Rockford Road to Schmidt Lake Road
 - Anticipated full depth reclamation
- Vinewood Lane North from Rockford Road to Northwest Boulevard
 - Anticipated full depth reclamation
- Zachary Lane from 36th Avenue North to Rockford Road
 - Anticipated mill and overlay
- Neighborhood roadways including 45th through 49th Avenue, Parkview Lane, Terraceview Lane, Upland Lane, Quantico Lane, Orchid Lane, Polaris Lane, Ranchview Lane, and Shenandoah Lane
 - Anticipated mill and overlay

Geotechnical Evaluation Scope

Purpose

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations, evaluate their impact on the project, and provide geotechnical recommendations for the design and rehabilitation of the roadway segments outlined above.

Scope of Services

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

Site Access

Based on aerial photographs, it appears that the site is accessible with a truck mounted drill rig. We assume there will be no cause for delays in accessing the exploration locations. We are not including tree clearing, debris or obstruction removal, grading of navigable paths, or snow plowing to access the site.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Our drilling activities may also impact the vegetation and may rut the surface to access boring locations. Restoration of vegetation and turf is not part of our scope of services.

Our fees do not include potential costs due to stand-by time. For stand-by time (defined as time spent by our field crew due to circumstances that are beyond the control of our field crew or its equipment, or beyond the scope of services indicated above), additional fees will apply.

Staking

We will stake prospective subsurface exploration locations, as selected by Braun Interotec, and obtain surface elevations at those locations using GPS (Global Positioning System) technology. For purposes of linking the GPS data to an appropriate reference, we request that you provide CAD files indicating location/elevation references appropriate for this project or give us contact information for the consultant that might have such information.

Utility Clearance

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

Right-of-Way Permits

Once the boring program has been finalized and prior to staking the locations, we will obtain right-of-way permits with the City, as necessary. We assume the City will waive the associated permit fees as the work is being performed for them.

Prior to commencing with fieldwork, we assume others will obtain permits or written permission from property owners for proposed explorations located outside of the public right-of-way

Traffic Control

We anticipate the pavement cores and flight auger borings along Vinewood Lane will need lane closures to complete and the exploration locations along Zachary Lane will need flaggers. We anticipate that the remaining exploration locations along Holly Lane and the residential neighborhoods are considered low volume roads and therefore, no traffic control is needed. In total, we have included fees for one day of flaggers along Zachary Lane and two low speed lane closures along Vinewood Lane as needed. If a higher level of traffic control is needed, based on unanticipated site conditions or restraints, our fee estimate will need to be revised.

Pavement Coring and Flight Auger Borings

We propose to perform a combination of pavement coring and flight auger borings at 37 locations throughout the project areas. At each location, we will core the pavement, record the bituminous and apparent aggregate base thicknesses, and perform a 5-foot deep flight auger boring through the core hole. At each location, we will obtain the pavement core, sample of the apparent aggregate base, and a representative subgrade sample. We will provide pavement core photographs and flight auger logs within our project geotechnical evaluation report.

Groundwater Measurements

If the borings encounter groundwater during or immediately after drilling of each flight auger boring, we will record the observed depth on the flight auger boring logs. We will backfill the boreholes immediately following completion of the flight auger borings.

MDH Notification and Sealing Record

Since our planned exploration will be less than 15 feet in depth, the Minnesota Statutes will not require that we complete any notifications or sealing records. If the Record or Form are required by extending the borings, we will contact you to discuss the additional fees and sealing requirements.

Borehole Abandonment

We will backfill our exploration locations immediately after completing the flight auger boring at each location using soil cuttings and temporary bituminous patch.

Over time, subsidence of borehole backfill may occur, requiring releveled of surface grades or replacing bituminous or concrete patches. We are not assuming responsibility for re-leveling or re-patching after we complete our fieldwork.

Ground Penetrating Radar (GPR)

To provide a continuous profile of pavement layer thicknesses throughout the project areas, we will perform a GPR scan along the roadway alignments using a 2.0-gigahertz, air-coupled unit from GSSI, Inc.

The scanning will be performed at posted speeds in each lane and in both directions. Pavement layer thickness data will be gathered at an interval of approximately one foot. Our GPR measurements will be tied to GPS coordinates and interpreted thicknesses will be verified with information obtained from the pavement cores and hand auger borings. A GPR unit of this configuration can be expected to penetrate a maximum of 2 to 3 feet under ideal conditions. Unfavorable soils and ambient and electromagnetic interference may limit the useful depth of the data.

Sample Review and Laboratory Testing

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we anticipate performing moisture content tests, mechanical analyses (through a #200 sieve only), organic content tests, and Atterberg limits tests.

We will determine the actual laboratory testing for the project depending on the encountered subsurface conditions. If we identify a laboratory testing program that exceeds the budget included in this proposal but provides additional value to the project, we will request authorization for the additional fees through a Change Order.

Report

We will prepare a report including:

- A sketch showing the exploration locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the subsurface conditions that will impact design and construction.
- Discussion regarding the reuse of on-site materials during construction.
- Recommendations for preparing pavement subgrades, and the selection, placement and compaction of fill as needed
- Recommendations for use in the design and rehabilitation of the existing pavements.

We will only submit an electronic copy of our report to you upon completion.

Schedule

We anticipate performing our work according to the following schedule.

- Drill rig mobilization – within about 5 to 7 weeks following receipt of written authorization.
- GPR Services – 1 day on site to complete GPR services.

- Field Work – approximately 2 days on site to complete pavement cores and flight auger borings.
- Classification and laboratory testing – within 1 to 2 weeks after completion of field exploration.
- Preliminary results – within 1 week of completion of the field exploration.
- Final report submittal – within 1 to 2 weeks after completion of the field exploration and laboratory testing.

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

Desktop Environmental Review Scope

Braun Intertec understands that the City of Plymouth wishes to conduct a Desktop Environmental Review of the project locations and surrounding area to identify sites with known contaminants or releases. The Desktop Environmental Review will be limited to the following scope:

- A review of the MPCA and MDA What's In My Neighborhood databases for potential sites of concern within a 500-foot investigation buffer from the Project centerlines.
- A review of current aerial imagery.
- A review of the Project Areas via Google Street View or similar application.

At this time, the scope of the Desktop Environmental Review will be limited to the above-mentioned items. Should a Phase I ESA or other additional environmental steps be warranted, a separate scope of work and cost estimate will be provided.

Findings of the Desktop Review will be described in a brief letter report, which will include the following:

- A 1- to 2-page letter report detailing the findings of the Desktop Review, a table of identified sites, and Braun Intertec's recommendations for future steps.
- A Figure displaying the location of the sites relative to the Project Corridor.

If the City would like any modifications to this approach before we begin, I can revise the cost estimate. The Desktop Environmental Review can be completed within three weeks of a notice to proceed.

Fees

We will furnish the services described in this proposal for a lump sum fee as outlined in Table 1 below. We will not exceed this lump sum without receiving prior authorization.

Table 1. Proposed Fee

Item	Fee
Geotechnical Evaluation	\$21,200
Desktop Environmental Review	\$1,700
TOTAL	\$22,900

Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We have included the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement. If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement. Responsibility for payment will be the Authorizing Firm. If this Authorizing Firm is different than whom the proposal is addressed to, please notify us prior to execution of this agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Richard Jett at 815.545.7059 (RJett@braunintertec.com) or Josh Kirk at 952.995.2222 (jkirk@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Richard S. Jett, PE
Senior Engineer



Joshua L. Kirk, PE
Director, Senior Engineer

Attachments:
General Conditions (11/4/2024)

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

SECTION 1: AGREEMENT

1.1 Agreement. This agreement consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between Consultant and Client and supersedes all prior negotiations, representations or agreements, either written or oral.

1.2 Parties to the Agreement. The parties to this Agreement are the Braun Intertec entity ("Consultant") and the client ("Client") as described in the accompanying written proposal or authorization. Consultant and Client may be individually referred to as a Party or collectively as the Parties.

SECTION 2: SCOPE OF SERVICES

2.1 Services. Consultant will provide services ("Services") in connection with the project ("Project") which are specifically described in this Agreement. Client understands and agrees that Consultant's Services are limited to those which are expressly set forth in this Agreement.

2.2 Additional Services. Any Services not specifically set forth in the Agreement constitute "Additional Services." Additional Services must be agreed upon in writing by the Parties prior to performance of the Additional Services and may entitle Consultant to additional compensation and schedule adjustments. Additional compensation will be based upon Consultant's then current rates and fees.

SECTION 3: PERFORMANCE OF SERVICES

3.1 Standard of Care. Consultant will perform its professional Services consistent with the degree of care and skill exercised by members of Consultant's profession performing under similar circumstances at the same time and in the same locality in which the professional Services are performed. CONSULTANT DISCLAIMS ALL STATUTORY, ORAL, WRITTEN, EXPRESS, AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PERFORMANCE OF SERVICES IN A GOOD AND WORKMANLIKE MANNER.

3.2 Written Reports and Findings. Unless otherwise agreed in writing, Consultant's findings, opinions, and recommendations will be provided to Client in writing and may be delivered via electronic format. Client agrees not to rely on oral findings, opinions, or recommendations.

3.3 Observation or Sampling Locations. Locations of field observations or sampling described in Consultant's report or shown on Consultant's sketches reference Project plans or information provided by others or estimates made by Consultant's personnel. Consultant will not survey, set, or check the accuracy of those points unless Consultant accepts that duty in writing. Client agrees that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. Client accepts the inherent risk that samples or observations may not be representative of items not sampled or seen and further that site conditions may vary over distance or change over time.

3.4 Project Site Information. Client will provide Consultant with prior environmental, geotechnical and other reports, specifications, plans, and information to which Client has access about the Project site and which are necessary for Consultant to carry out Consultant's Services. Client agrees to provide Consultant with all plans, changes in plans, and new information as to Project site conditions until Consultant has completed its Services.

3.5 Subsurface Objects. To the extent required to carry out Consultant's Services, Client agrees to provide Consultant, in a timely manner, with information that Client has regarding buried objects at the Project site. Consultant will not be responsible for locating buried objects or utilities at the Project site unless expressly set forth in this Agreement, or expressly required by applicable law. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects or utilities that were not properly marked or identified or of which Client had or should have had knowledge but did not timely notify Consultant or correctly identify on the plans Client or others furnished to Consultant. Consultant, from time to time, may hire a third party to locate underground objects or utilities and, unless otherwise expressly stated in this Agreement, such action shall be for the sole benefit of Consultant and in no way will alleviate Client of its responsibilities hereunder.

3.6 Hazardous Materials. Client will notify Consultant of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any Project site or in any sample or material provided to Consultant. Client agrees to provide Consultant with information in Client's possession or control relating to such samples or materials. If Consultant observes or suspects the presence of contaminants not anticipated in this Agreement, Consultant may terminate Services without liability to Client or to others, and Client will compensate Consultant for fees earned and expenses incurred up to the time of termination.

3.7 Supervision of Others. Consultant shall have no obligation to supervise or direct Client's representatives, contractors, or other third parties retained by Client. Consultant has no authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Client, Client's representatives, contractors, or other third parties retained by Client.

3.8 Safety. Consultant will provide a health and safety program for its employees as well as reasonable personal protective equipment ("PPE") typical for the performance of the Services provided by this Agreement and as required by law. Consultant shall be entitled to compensation for all extraordinary PPE required by Client. Client will provide, at no cost to

Consultant, appropriate Project site safety measures which are necessary for Consultant to perform its Services at the Project location or work areas in connection with the Project. Consultant's employees are expressly authorized by Client to refuse to work under conditions that may, in an employee's sole discretion, be unsafe. Consultant shall have no authority over or be responsible for the safety precautions and programs, or for security, at the Project site (except with respect to Consultant's own Services and those of its subconsultants).

3.9 Project Site Access and Damage. Client will provide or ensure access to the site. In the performance of Services some Project site damage is normal even when due care is exercised. Consultant will use reasonable care to minimize damage to the Project site. Unless otherwise expressly stated in this Agreement, the cost of restoration for such damage has not been included in the estimated fees and will be the responsibility of the Client.

3.10 Monitoring Wells. To the extent applicable to the Services, monitoring wells are Client's property, and Client is responsible for monitoring well permitting, maintenance, and abandonment unless otherwise expressly set forth in this Agreement.

3.11 Contaminant Disclosures Required by Law. Client agrees to make all disclosures related to the discovery or release of contaminants that are required by law. In the event Client does not own the Project site, Client acknowledges that it is Client's duty to inform the owner of the Project site of the discovery or release of contaminants at the site. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, penalties, or losses and expenses, including attorney fees, related to Client's failure to make any disclosure required by law or for failing to make the necessary disclosure to the owner of the Project site.

SECTION 4: SCHEDULE

4.1 Schedule. Consultant shall complete its obligations within a reasonable time and shall make decisions and carry out its responsibilities in a manner consistent with the Standard of Care. Specific periods of time for rendering Services or specific dates by which Services are to be completed are provided in this Agreement. If Consultant is delayed in the performance of the Services by actions, inactions, or neglect of Client or others for whom Client is responsible, by changes ordered in the Services, or by other causes beyond the control of Consultant, including force majeure events, then the time for Consultant's performance of Services shall be extended and Consultant shall receive payment for all expenses attributable to the delay in accordance with Consultant's then current rates and fees.

4.2 Scheduling On-Site Observations or Services. To the extent Consultant's Services require observations, inspections, or testing be performed at the Project site, Client understands and agrees that Client, directly or indirectly through its authorized representative, has the sole right and responsibility to determine and communicate to Consultant the scheduling of observations, inspections, and testing performed by Consultant. Accordingly, Client also acknowledges that Consultant bears no responsibility for damages that may result because Consultant did not perform such observations, inspections, or testing that Client failed to request and schedule. Client understands that the scheduling of observations, inspections, or testing will dictate the time Consultant's field personnel spend on the job site and agrees to pay for all services provided by Consultant due to Client's scheduling demands in accordance with Consultant's then current rates and fees.

SECTION 5: COST AND PAYMENT OF SERVICES

5.1 Cost Estimates. Consultant's price or fees provided for in this Agreement are an estimate and are not a fixed amount unless otherwise expressly stated in this Agreement. Consultant's estimated fees are based upon Consultant's experience, knowledge, and professional judgment as well as information available to Consultant at the time of this Agreement. Actual costs may vary and are not guaranteed or warranted.

5.2 Payment. Consultant will invoice Client on a monthly basis for Services performed. Client will pay for Services as stated in this Agreement together with costs for Additional Services or costs otherwise agreed to in writing within thirty (30) days of the invoice date. Unless otherwise stated in this Agreement or agreed to in writing, Consultant's costs for all services performed will be based upon Consultant's then current rates, fees, and charges. No retainage shall be withheld by Client. All unpaid invoices will incur an interest charge of 1.5% per month or the maximum allowed by law.

5.3 Other Payment Conditions. Consultant will require Client credit approval and Consultant may require payment of a retainer fee. Client agrees to pay all applicable taxes. Client's obligation to pay for Services under this Agreement is not contingent on Client's ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, Client's successful completion of any project, receipt of payment from a third party, or any other event.

5.4 Third Party Payment. Provided Consultant has agreed in writing, Client may request Consultant to invoice and receive payment from a third party for Consultant's Services. Consultant, in its sole discretion, may also require the third party to provide written acceptance of all terms of this Agreement. Neither payment to Consultant by a third party nor a third party's written acceptance of all terms of this Agreement will alter Client's rights and responsibilities under this Agreement. Client expressly agrees that the Agreement contains sufficient consideration notwithstanding Consultant being paid by a third party.

5.5 Non-Payment. If Client does not pay for Services in full as agreed, Consultant may retain work not yet delivered to Client and Client agrees to return all Project Data (as defined in this Agreement) that may be in Client's possession or under Client's control. If Client fails to pay Consultant in accordance with this Agreement, such nonpayment shall be considered a

default and breach of this Agreement for which Consultant may terminate for cause consistent with the terms of this Agreement and without liability to Client or to others. Client will compensate Consultant for fees earned and expenses incurred up to the time of termination. Client agrees to be liable to Consultant for all costs and expenses Consultant incurs in the collection of amounts invoiced but not paid, including but not limited to attorney fees and costs.

SECTION 6: OWNERSHIP AND USE OF DATA

6.1 Ownership. All reports, notes, calculations, documents, and all other data prepared by Consultant in the performance of the Services ("Project Data") are instruments of Consultant's Services and are the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto, of Project Data.

6.2 Use of Project Data. The Project Data of this Agreement is for the exclusive purpose disclosed by Client and, unless agreed to in writing, for the exclusive use of Client. Client may not use Project Data for a purpose for which the Project Data was not prepared without the express written consent of Consultant. Consultant will not be responsible for any claims, damages, or costs arising from the unauthorized use of any Project Data provided by Consultant under this Agreement. Client agrees to hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, and expenses, including attorney fees, arising out of such unauthorized use.

6.3 Samples, Field Data, and Contaminated Equipment. Samples and field data remaining after tests are conducted, as well as field and laboratory equipment that cannot be adequately cleansed of contaminants, are and continue to be the property of Client. Samples may be discarded or returned to Client, at Consultant's discretion, unless within fifteen (15) days of the report date Client gives Consultant written direction to store or transfer the samples and materials. Samples and materials will be stored at Client's expense.

6.4 Data Provided by Client. Electronic data, reports, photographs, samples, and other materials provided by Client or others may be discarded or returned to Client, at Consultant's discretion, unless within 15 days of the report date Client gives Consultant written direction to store or transfer the materials at Client's expense.

SECTION 7: INSURANCE

7.1 Insurance. Consultant shall keep and maintain the following insurance coverages:

- a. Workers' Compensation: Statutory
- b. Employer's Liability: \$1,000,000 bodily injury, each accident | \$1,000,000 bodily injury by disease, each employee | \$1,000,000 bodily injury/disease, aggregate
- c. General Liability: \$1,000,000 per occurrence | \$2,000,000 aggregate
- d. Automobile Liability: \$1,000,000 combined single limit (bodily injury and property damage)
- e. Excess Umbrella Liability: \$5,000,000 per occurrence | \$5,000,000 aggregate
- f. Professional Liability: \$2,000,000 per claim | \$2,000,000 aggregate

7.2 Waiver of Subrogation. Client and Consultant waive all claims and rights of subrogation for losses arising out of causes of loss covered by the respective insurance policies.

7.3 Certificate of Insurance. Consultant shall furnish Client with a certificate of insurance upon request.

SECTION 8: INDEMNIFICATION, CONSEQUENTIAL DAMAGES, LIABILITY LIMITS

8.1 Indemnification. Consultant's only indemnification obligation shall be to indemnify and hold harmless the Client, its officers, directors, and employees from and against those damages and costs incurred by Client or that Client is legally obligated to pay as a result of third party tort claims, including for the death or bodily injury to any person or for the destruction or damage to any property, but only to the extent proven to be directly caused by the negligent act, error, or omission of the Consultant or anyone for whom the Consultant is legally responsible. This indemnification provision is subject to the Limitation of Liability set forth in this Section 8.

8.2 Intellectual Property. Client agrees to indemnify Consultant against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by Client or others on behalf of Client.

8.3 Mutual Waiver of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREUNDER, NEITHER CONSULTANT NOR CLIENT SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, OR LOSS OF USE OR RENTAL, LOSS OF PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF PROFIT OR REVENUE OR COST OF FINANCING, OR OTHER SUCH SIMILAR AND RELATED DAMAGE ASSERTED IN THIRD PARTY CLAIMS, OR CLAIMS BY EITHER PARTY AGAINST THE OTHER.

8.4 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY IN THE AGGREGATE OF CONSULTANT, CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED CONSULTANT'S PERFORMANCE OF THE SERVICES OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS AND OMISSIONS,

STRICT LIABILITY, BREACH OF CONTRACT, INDEMNIFICATION OBLIGATIONS OR BREACH OF WARRANTY, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY CONSULTANT OR \$50,000, WHICHEVER IS GREATER.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 Services Prior to Agreement. Directing Consultant to commence Services prior to execution of this Agreement constitutes Client's acceptance of this unaltered Agreement in its entirety.

9.2 Confidentiality. To the extent Consultant receives Client information identified as confidential, Consultant will not disclose that information to third parties without Client consent. Additionally, any Project Data prepared in performance of the Services will remain confidential and Consultant will not release the reports to any third parties not involved in the Project. Neither of the aforesaid confidentiality obligations shall apply to any information in the public domain, information lawfully acquired from others on a nonconfidential basis, or information that Consultant is required by law to disclose.

9.3 Relationship of the Parties. Consultant will perform Services under this Agreement as an independent contractor, and its employees will at all times be under its sole discretion and control. No provision in this Agreement shall be deemed or construed to create a joint venture, partnership, agency or other such association between the Parties.

9.4 Resource Conservation and Recovery Act. To the extent applicable to the Services, neither this Agreement nor the providing of Services will operate to make Consultant an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation and Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from any claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.

9.5 Services in Connection with Legal Proceedings. Client agrees to compensate Consultant in accordance with its then current fees, rates, or charges if Consultant is asked or required to respond to legal process arising out of a proceeding related to the Project and as to which Consultant is not a party.

9.6 Assignment. This Agreement may not be assigned by Consultant or Client without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

9.7 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended, or will be construed, to confer upon or give any person or entity other than Consultant and Client, and their respective permitted successors and assigns, any rights, remedies, or obligations under or by reason of this Agreement.

9.8 Termination. This Agreement may be terminated by either Party for cause upon seven (7) days written notice to the other Party. Should the other Party fail to cure and perform in accordance with the terms of this Agreement within such seven-day period, the Agreement may terminate at the sole discretion of the Party that provided the written notice. The Client may terminate this Agreement for its convenience. If Client terminates for its convenience, then Consultant shall be compensated in accordance with the terms hereof for Services performed, reimbursable costs and expenses incurred prior to the termination, and reasonable costs incurred as a result of the termination.

9.9 Force Majeure. Neither Party shall be liable for damages or deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, including but not limited to acts of God, acts of civil or military authority, embargoes, pandemics, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes or lock-outs, declared states of emergency, and changes in laws, statutes, regulations, or ordinances.

9.10 Disputes, Choice of Law, Venue. In the event of a dispute and prior to exercising rights at law or under this Agreement, Consultant and Client agree to negotiate all disputes in good faith for a period of 30 days from the date of notice of such dispute. This Agreement will be governed by the laws and regulations of the state in which the Project is located and all disputes and claims shall be heard in the state or federal courts for that state. Client and Consultant each waive trial by jury.

9.11 Individual Liability. No officer or employee of Consultant, acting within the scope of employment, shall have individual liability for any acts or omissions, and Client agrees not to make a claim against any individual officers or employees of Consultant.

9.12 Severability. Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

9.13 Waiver. The failure of either Party hereto to exercise or enforce any right under this Agreement shall not constitute a release or waiver of the subsequent exercise or enforcement of such right.

9.14 Entire Agreement. The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provision of Services by Consultant to Client. This Agreement may be amended only by a written instrument signed by both Parties. In the event Client issues a purchase order or other documentation to authorize Consultant's Services, any conflicting or additional terms of such documentation are expressly excluded from this Agreement.



January 17, 2025

Tony Miller, PE
Engineering Project Manager
City of Plymouth Public Works
3400 Plymouth Boulevard
Plymouth, MN 55447-1482

RE: Vinewood Lane Intersection Study

Dear Tony-

Thank you for the opportunity to submit this proposal to provide traffic engineering services for the Vinewood Lane Intersection Study. Per our communication, please find attached our proposed scope of services and estimated staff hour/project fee.

- Attachment A – Scope of Services
- Attachment B – Staff Hour and Cost Estimate

If this proposal is acceptable to you, please sign and email (ngrage@alliant-inc.com) it back to me as our notice to proceed. If you have any questions, please call me at 612-584-4760.

Sincerely,

A handwritten signature in blue ink, appearing to read "Nick Grage".

Nick Grage, PE, PTOE, RSP₁
Associate | Transportation
Alliant Engineering, Inc.

Proposal Accepted By:

Printed Name

A handwritten signature in blue ink, appearing to read "Eric Nelson".

Eric Nelson, PE
Principal
Alliant Engineering, Inc.

Signature

Date

A. Work Task Summary

TASK 1.0 – PROJECT MANAGEMENT / COORDINATION

- Participate in project coordination as necessary with City of Plymouth staff (phone or Microsoft Teams).
- Participate in two check-in meetings with City of Plymouth staff (Microsoft Teams).
 - Note: Our project fee assumes that all coordination will occur via phone, email, or Teams meetings. No in person meetings assumed.

TASK 2.0 – EXISTING AND FUTURE CONDITIONS

- Set video and process 13-hour turning movement counts (TMCs) at one intersection (Vinewood Lane at the Rockford Pointe and Rockford Road Plaza shopping centers) and up to two 4-hour TMCs at two driveways and/or intersections as recommended by City staff. TMCs will include heavy truck tabulation and pedestrians/bicycles.
- Document the existing intersection characteristics; including functional classification, posted speed, lane configuration, multimodal facilities, location/type of traffic control devices, right of way, and other important surface features.
- Conduct a 10-year traffic safety analysis (document crash rates, contributing factor/trend analysis, injury and crash type comparison) and develop a collision diagram.
- Review historical traffic volumes, previous studies, comprehensive plans, and document known land development or other programmed projects that may influence forecast traffic volumes.
- Document peak hour turning movement volumes for AM and PM peak hours for existing year 2025, construction year 2026, and forecast year 2046.
- Conduct traffic operation analysis and document the AM and PM peak hour intersection performance metrics for the existing and no build scenarios.

TASK 3.0 – IDENTIFY AND EVALUATE IMPROVEMENT ALTERNATIVES

- Conduct all-way stop and traffic signal warrant analyses based on MN MUTCD standards for existing, construction, and forecast years.
- Conduct high level intersection traffic control and geometric design screening evaluation to assess alternative intersection design or traffic control improvement scenarios to address identified deficiencies, including any potential access restrictions.
- Document the safety and operational characteristics of identified improvement alternatives.
- Conduct a benefit-cost analysis for alternatives utilizing cost estimates from **Task 4**.
- Develop an evaluation matrix that compares each geometric layout concept's safety benefits, operation (LOS), right-of-way impacts, construction costs, and benefit-cost ratios.

TASK 4.0 – CONCEPT LAYOUTS

- Develop a conceptual layout (over aerial) or exhibits illustrating any proposed intersection control change or improvements (assume 3 concepts) for the study intersection. Exhibits will include Hennepin County GIS data for parcel boundaries.
- Develop high-level cost estimates for proposed alternatives.

TASK 5.0 – STUDY REPORT

- Prepare a draft intersection study report that summarizes the traffic data, analysis, and conclusions and submit for City review.
- Prepare a final intersection study report and submit for final approval.

B. Project Schedule

An anticipated project schedule with milestone deliverable dates is shown below. However, our proposed milestone dates can be flexible and accommodate internal coordination or plan development milestone needs of the City.

- Notice to Proceed: **Week of January 27th, 2025**
- Data Collection: **Week of February 17th, 2025**
- Existing and Future Conditions Analysis (**Task 2**): **March 14th, 2025**
- Alternative Analysis and Concept Layouts (**Task 3** and **Task 4**): **April 11th, 2025**
- Draft Study Report (**Task 5a**): **May 2nd, 2025**
- Final Study Report (**Task 5b**): **May 23rd, 2024**

Attachment B – Alliant Engineering Project Staff Hours and Cost Estimate
Vinewood Lane Intersection Study

Work Tasks	Principal	Associate	Professional Engineer	Graduate Engineer	Data Collector	Subtask Hour Totals	Subtask Billing Totals
Task 1 - Project Management / Coordination							
Subtask - Project Coordination		2				2	\$400.00
Subtask - Check-In Meetings (2 meetings)	2	2	2			6	\$1,160.00
Task 1 Staff Hours	2	4	2	0	0	8	
Task 1 Billing Cost	\$490.00	\$800.00	\$270.00	\$0.00	\$0.00		\$1,560.00
Task 2 - Existing and Future Conditions							
Subtask - TMCs			1	4	8	13	\$1,035.00
Subtask - Geometry & Traffic Control			2	8		10	\$1,190.00
Subtask - Safety Analysis			1	4		5	\$595.00
Subtask - Traffic Forecasting			1	4		5	\$595.00
Subtask - Existing & Forecast Volumes			1	4		5	\$595.00
Subtask - Existing & No Build Operations		2	2	8		12	\$1,590.00
Task 2 Staff Hours	0	2	8	32	8	50	
Task 2 Billing Cost	\$0.00	\$400.00	\$1,080.00	\$3,680.00	\$440.00		\$5,600.00
Task 3 - Improvement Alternatives							
Subtask - Warrant Analyses			2	2		4	\$500.00
Subtask - Alternative Screening			2	4		6	\$730.00
Subtask - Safety & Operations Analysis		2	2	8		12	\$1,590.00
Subtask - Benefit/Cost Analysis			2	8		10	\$1,190.00
Subtask - Evaluation Matrix		2	2	4		8	\$1,130.00
Task 3 Staff Hours	0	4	10	26	0	40	
Task 3 Billing Cost	\$0.00	\$800.00	\$1,350.00	\$2,990.00	\$0.00		\$5,140.00
Task 4 - Conceptual Layouts							
Subtask - Conceptual Layouts (Assume 3)	2	2	12	32		48	\$6,190.00
Subtask - Cost Estimates			2	12		14	\$1,650.00
Task 4 Staff Hours	2	2	14	44	0	62	
Task 4 Billing Cost	\$490.00	\$400.00	\$1,890.00	\$5,060.00	\$0.00		\$7,840.00
Task 5 - Report							
Subtask - Draft Report	2	2	4	16		24	\$3,270.00
Subtask - Final Report		2	2	2		6	\$900.00
Task 5 Staff Hours	2	4	6	18	0	30	
Task 5 Billing Cost	\$490.00	\$800.00	\$810.00	\$2,070.00	\$0.00		\$4,170.00
TOTAL STAFF HOURS	6	16	40	120	8	190	
BILLING RATES	\$245.00	\$200.00	\$135.00	\$115.00	\$55.00		
TOTAL BILLING COST	\$1,470.00	\$3,200.00	\$5,400.00	\$13,800.00	\$440.00		\$24,310.00
Expenses							Expense Totals
Mileage (60 miles @ \$0.70/mile)							\$40.20
Video Processing (3 intersections, 1 @ 13-hours, 2 @ 4-hours, \$23/hour)							\$483.00
EXPENSE COST							\$523.20
TOTAL PROJECT COST							\$24,833.20

CITY OF PLYMOUTH

RESOLUTION No. 2025-059

RESOLUTION DESIGNATING CONSULTING ENGINEER FOR THE 2026 STREET REHABILITATION PROJECT (ST269002)

WHEREAS, the 2026 Street Rehabilitation Project is listed in the 2025-2034 Capital Improvement Plan (CIP); and

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

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

WHEREAS, staff recommends that Alliant Engineering, Inc. be designated as the consulting engineer for this project.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that Alliant Engineering, Inc. is designated as the city's consulting engineer for the 2026 Street Reconstruction Project (ST259002) in the amount of \$443,640.

APPROVED by the City Council on this 25th day of February, 2025.

To: Dave Callister, City Manager

Prepared by: Sophia Kucera, Community & Economic Development Intern

Reviewed by: Grant Fernelius, CED Director

Item: **Approve variance to reduce side yard setback to allow a home addition in the rear yard at 2730 Holly Lane North (Merchant - 2024038)**

1. Action Requested:

Approve resolution for a setback variance to 8.9 feet where 15 is specified for the construction of a home addition in the rear yard at 2730 Holly Lane.

2. Background:

On February 5, 2025, the Planning Commission voted unanimously to recommend approval. A copy of the Planning Commission meeting report is attached. The applicant was present in support of the request. Notice of the request was mailed to property owners within 200 feet of the site.

3. Budget Impact:

N/A

4. Attachments:

1. PC Report
2. Planning Commission Minutes
3. Location Map
4. Application
5. City Council Resolution 2025-060

To: Plymouth Planning Commission

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

Subject: Spencer and Erin Merchant; 2730 Holly Lane North
Variance to allow an addition in the rear yard of the home (2024038)

Deadline: May 3, 2025

Summary

Request for a variance to allow the construction of a home addition in the rear yard of the home at 2730 Holly Lane N. Under the plan, an approximately 16.4-foot-deep by 12.6-foot-wide bedroom addition would be added to the east side of the existing home to accommodate mobility for the applicant's disabled child. The proposed addition would be designed to match the existing home.

- 1) Variance – home addition in the east (rear) yard of the home approximately 9 feet from the side lot line where 15 is required.



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

Recommended Action

Community and Economic Development Department Staff recommend approval of the variance for the construction of the home addition in the east rear yard of the home.



Site Information

Zoning and Land Use

The property is zoned RSF-1 (single family detached 1) and guided LA-1 (living area 1).

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

School District

The site is in the Wayzata school district (#284).

Natural Characteristics of Site

The site lies in the Minnehaha Creek Watershed District. There are no wetlands on site and the site is not within any floodplain.

Previous City Actions Affecting Site

- The home was built in 1980. The home was built 10 feet from the southern lot line where 15 feet is now required.
- The lot was created as part of Shiloh 2nd Addition.
- A variance to allow the construction of a 36 square foot elevator shaft in the south side yard of the home, set back approximately 4 feet from the side lot line where 15 feet is required, was approved by the City Council on July 23, 2024. The new variance request would void and subsequently replace the previously approved variance.

Analysis of Request

The applicant requests to construct a 12.6-foot by 16.4-foot addition attached to the home in the rear (east) yard of the property. The addition is to be constructed to assist the property owners' physically disabled child who uses a wheelchair for mobility. The only bedrooms and accessible bathroom in the home are currently upstairs; the previously approved variance for an elevator shaft would not have solved the applicant's accessible bathroom needs, whereas the new proposal would create an accessible bathroom and attached bedroom on the main floor of the home. The applicants purchased the home in 2015, and their child was born in 2018, so the applicants could not have known that accessibility would be a factor in their home.

The existing home was constructed at approximately 10 feet from the side property line where 15 feet is now specified by the zoning ordinance, making it lawfully non-conforming. The proposed addition will be on the rear side of the home, flush with the existing side of the house, and will be located approximately 8.9 feet from the closest point of the adjacent property line. The addition will match the architectural design of the existing home.

Variances

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

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

Finding: Staff finds that the request is in harmony with the general purpose of the zoning ordinance and comprehensive plan.

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

Finding: Staff finds that the request is not solely based on economic considerations, and that the addition would improve quality-of-life for the applicant's household members.

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

Finding: Staff finds that the request would not be detrimental to the public welfare and would not be injurious to other land/improvements in the neighborhood.

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

Finding: Staff finds that the request would not impair light and air, nor increase traffic, risk of fire, nor endanger the public safety, nor diminish property values in the neighborhood.

- a. Does the applicant propose to use the property in a reasonable manner permitted by this Chapter?

Finding: Staff finds that the request is reasonable. The property will be used in a reasonable manner, as permitted by the zoning ordinance. Upon the granting of the variance, the project will comply with the zoning ordinance.

- b. Is the plight of the landowner due to circumstances unique to the property that were not created by the landowner?

Finding: Staff finds that the variance request is due to the unique circumstances of the family, and the property characteristics were not caused by the landowner.

- c. The variance, if granted, would not alter the essential character of the locality?

Finding: Staff finds that the request would not alter the essential character of the locality.

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

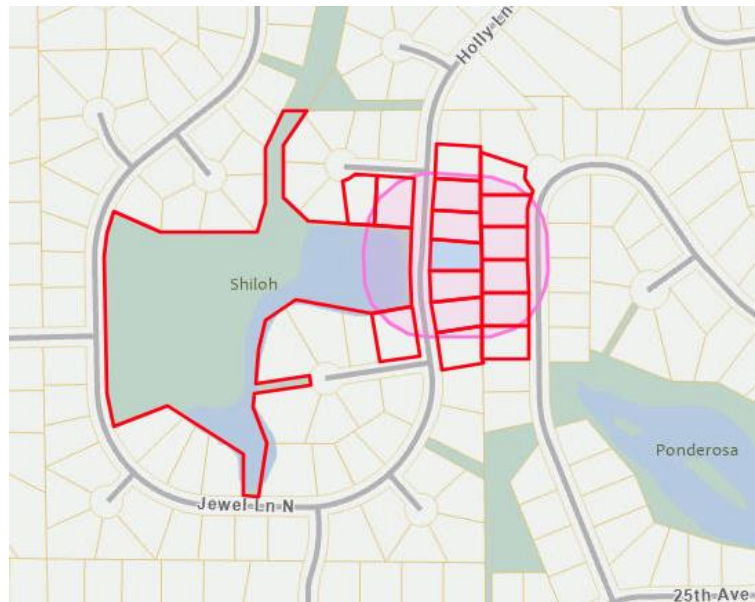
Finding: Staff finds that the variance is the minimum action required to address the unique site characteristics.

Level of Discretion in Decision-Making

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

Public Notice

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



Proposed Minutes Planning Commission Meeting February 5, 2025

Chair Boo called a Meeting of the Plymouth Planning Commission to order at 7:00 p.m. in the Council Chambers of City Hall, 3400 Plymouth Boulevard, on February 5, 2025.

COMMISSIONERS PRESENT: Chair Michael Boo, Marc Anderson, Julie Olson, Bill Wixon, Josh Fowler, and Neha Markanda

COMMISSIONERS ABSENT: Kevion Ellis

STAFF PRESENT: Senior Planner Lori Sommers, Senior Planner Shawn Drill, Community and Economic Development Director Grant Fernelius, and Associate Planner Sophia Kucera

Chair Boo led the Pledge of Allegiance.

Call to Order

Public Forum

Approval of Agenda

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

Consent Agenda

(4.1) Planning Commission minutes from meeting held on January 15, 2025.

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

Public Hearing

New Business

(6.1) Recommend approval of variance at 2730 Holly Lane for a home addition in the side yard setback (2024038 – Merchant)

Associate Planner Kucera presented the staff report.

Chair Boo noted that the applicant is in attendance should there be any questions. There were no questions for the applicant.

Commissioner Anderson commented that staff did an excellent job in the presentation.

Motion was made by Anderson, and seconded by Commissioner Markanda, to recommend approval of the resolution approving a variance for Spencer and Erin Merchant for property located at 2730 Holly Lane, subject to the conditions within the draft resolution. With all Commissioners voting in favor, the motion carried.

It was noted that this item is scheduled to move forward to the City Council at its February 11, 2025 meeting.

Other

Community and Economic Development Director Fernelius provided updates on recent actions of the City Council related to planning cases and also provided an update on staffing.

Commissioner Markanda commented that she would like to make a change to the minutes from the last meeting. She noted on page four, towards the bottom, the comments that she provided as a member of the public. She stated that it should state, "...support of the redevelopment ~~given that~~ if the proposal has been diligently thought..."

Motion was made by Anderson, and seconded by Commissioner Olson, to amend the January 15, 2025 minutes, as requested by Commissioner Markanda. With all Commissioners voting in favor, the motion carried.

Adjournment

Chair Boo adjourned the meeting at 7:13 p.m.



2024038

Spencer & Erin Merchant

2730 Holly Lane North

Request for Variance

Planning and Zoning Application Form

Please submit via email to planning@plymouthmn.gov to submit your application.

Applications will be processed once all items are submitted.

Helpful links: [City Fee Schedule](#), [Application Checklists](#), [Zoning Ordinance](#)

Property Location: 2730 HOLLY LANE N, PLYMOUTH, MN, 55447

Legal Description: MERCHANT FAMILY RESIDENCE at 2730 HOLLY LANE N, PLYMOUTH, MN, 55447

Property Owner Name: SPENCER & ERIN MERCHANT

Company Name: _____ Email: MERC0101@uminn.edu

Address: 2730 HOLLY LANE N

City: PLYMOUTH State: MIN Zip Code: 55447

Phone Number: 763-229-1577 Secondary Phone Number: 612-812-4571

Applicant/Contact Person: SPENCER MERCHANT

Company Name: _____ Email: MERC0101@uminn.edu

Address: 2730 HOLLY LANE

City: PLYMOUTH State: MIN Zip Code: 55447

Phone Number: 763-229-1577 Secondary Phone Number: _____

Requested Application(s):

☐ Administrative Permit
☐ Comprehensive Plan Amendment
☐ Conditional Use Permit/Interim Use Permit
☐ Final Plat
☐ Home Occupation License
☐ Plan Modification
☐ Preliminary Plat
☐ PUD Amendment

☐ PUD Final Plan
☐ PUD General Plan
☐ Site Plan or Site Plan Amendment
☐ Rezoning
☒ Variance
☐ Wetland-Related
☐ Zoning Ordinance Text Amendment
☐ Other: _____



2730 Holly Ln N - Variance

Our original plan was an elevator off the side of our house for our daughter in a wheelchair, which was approved with your help. After continued discussions with the county and contractors, we are going to pivot the project to a main floor addition, which will allow us to build a necessary accessible bathroom in the home. Elevator didn't solve for this. Now we are looking at an addition out the back of the house. It would be 11ft wide by 16ft long straight off back of the house.

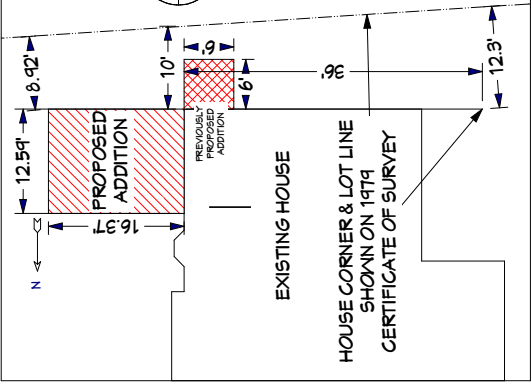
From the SE corner of our home, we are looking at a 11.5' wide by 16' deep one-story room that goes straight back from our current home corner towards the back of our property. This is to create a main floor, wheelchair accessible bathroom and bedroom for our daughter – in lieu of the previously approved variance which was a 6x6' directly south towards the property line and visible from the street. That solution would not have solved our accessible bathroom needs and would have required another project down the road.

Spencer Merchant via spencer.merchant@uhc.com



Page 1 Overview, Site Plan
Page 2 Elevations
Page 3 Main Floor, Foundation Plan
Page 4 North Side Elevation, Section View, Roof Plan, Notes

Bedroom Addition
for
Erin & Spencer Merchant
2730 Holly Lane
Plymouth, MN



2.1 SITE PLAN
2 Scale: 1" = 15'

PRELIMINARY DRAWINGS

Not to be used for construction

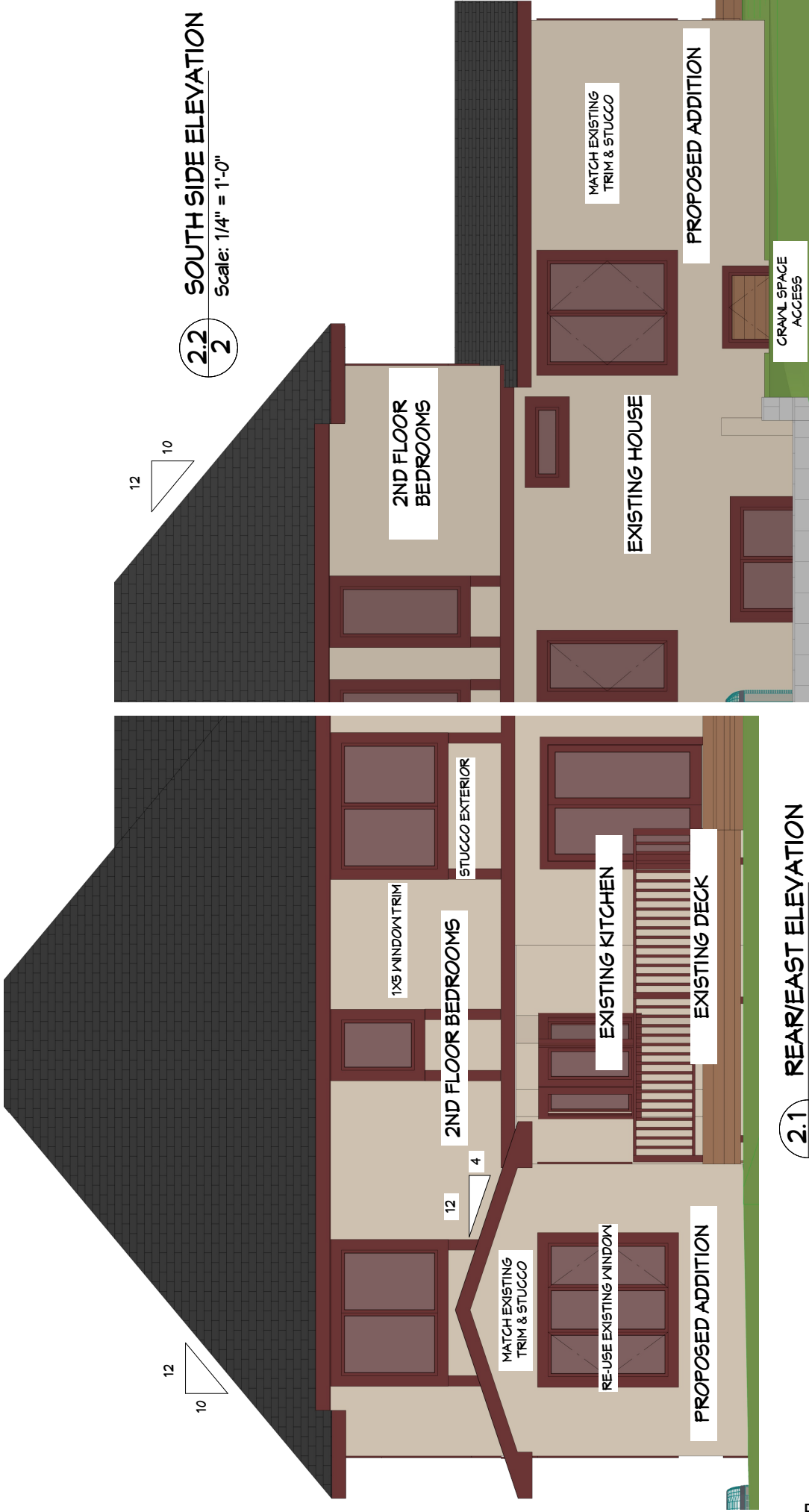
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Design & Drafting Services by Wardell Consulting, Inc.
www.WardellResidentialDesign.com or 612.616.3351

BUILDER: TBD

Bedroom Addition:
Erin & Spencer Merchant
2730 Holly Lane
Plymouth, MN

VERSION	DATE	REVISION HISTORY	DESCRIPTION OF REVISIONS
1	1/27/25	DESIGN	PRELIMINARY DESIGN, SITE PLAN
1	1/31/25	ESTIMATE READY	REVISE LIFT TRUCK AND WINDOW



2.1 REAR/EAST ELEVATION

Scale: 1/4" = 1'-0"

2.2 SOUTH SIDE ELEVATION

Scale: 1/4" = 1'-0"

PRELIMINARY DRAWINGS

Not to be used for construction

BUILDER: TBD

Bedroom Addition:

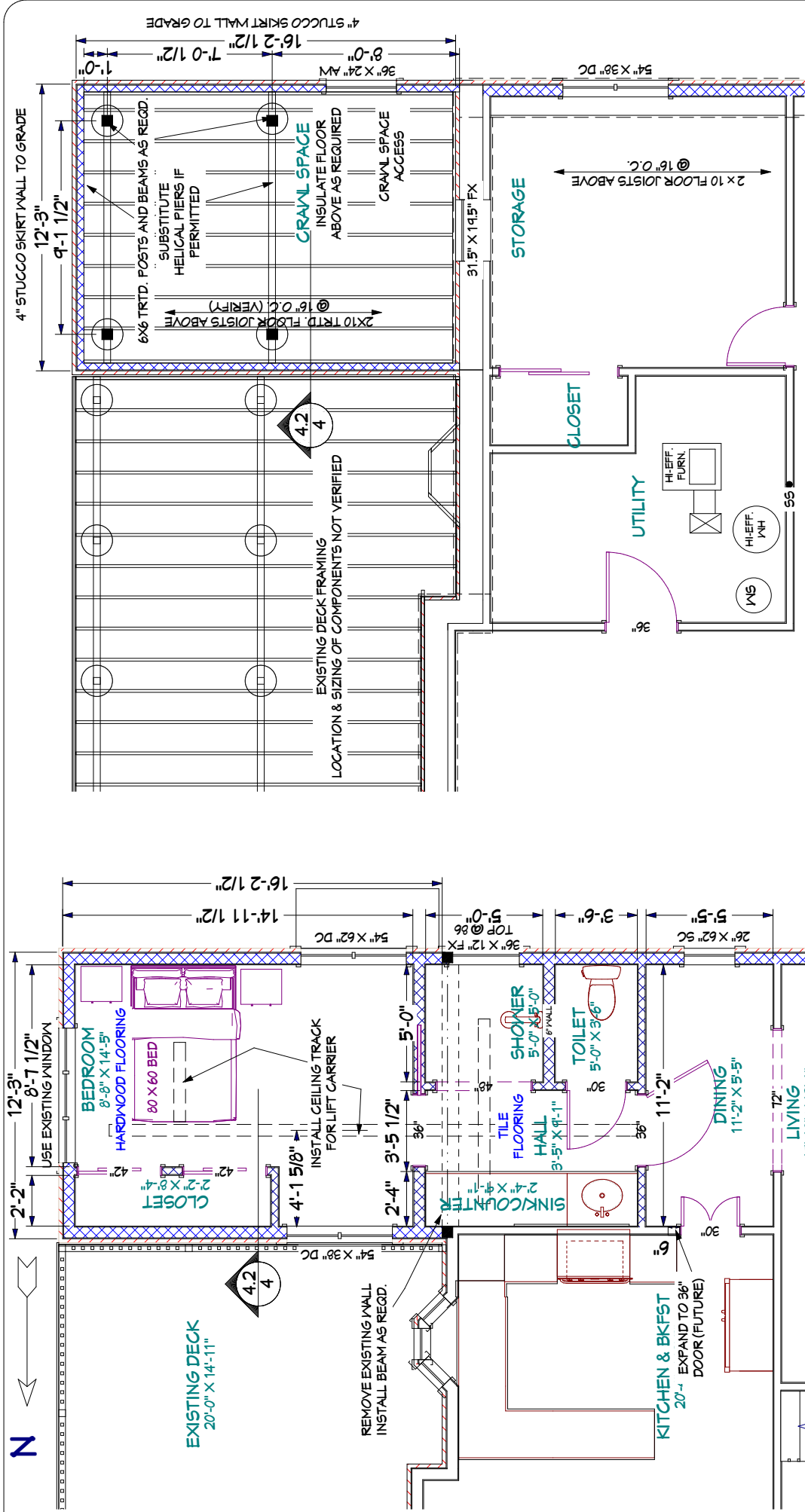
Erin & Spencer Merchant
2730 Holly Lane
Plymouth, MN

DATE	REVISION HISTORY	DESCRIPTION OF REVISIONS
1/27/25	DESIGN	PRELIMINARY DESIGN SITE PLAN
1/31/25	ESTIMATE READY	REVISE LIFT TRUCK AND WINDOWS

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Version: 1
Page 2 of 4
Jan. 3rd, 2025



3.1 MAIN FLOOR PLAN
3 Scale: 1/4" = 1'-0"

Bedroom Addition:
Erin & Spencer Merchant
2730 Holly Lane
Plymouth, MN

BUILDER: TBD

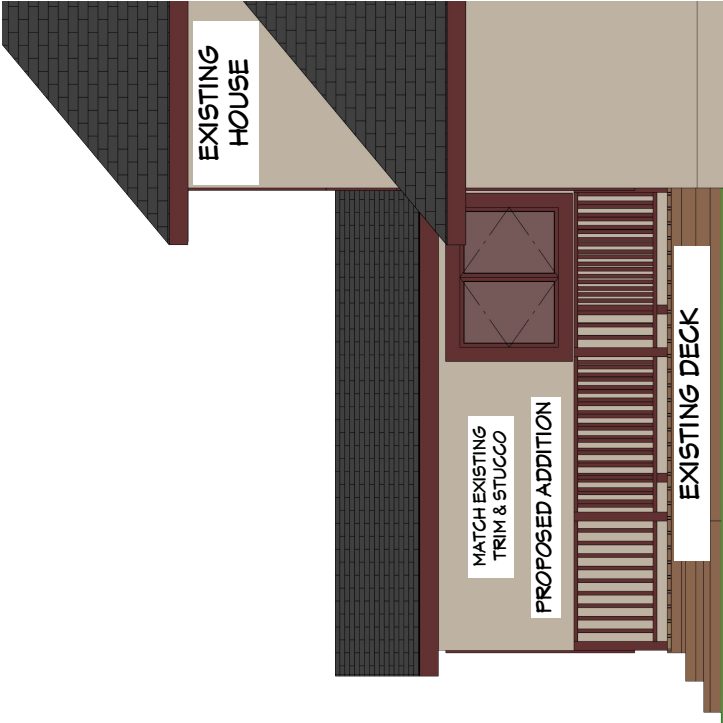
3.2 FOUNDATION PLAN
3 Scale: 1/4" = 1'-0"

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REVISION HISTORY	DATE	DESCRIPTION OF REVISIONS
1	1/2/2025	PRELIMINARY DESIGN SITE PLAN
2	1/9/2025	ESTIMATE READY

Version: 1
Page 3 of 4
Jan. 3rd, 2025

PRELIMINARY DRAWINGS
Not to be used for construction



4.1 NORTH SIDE ELEVATION

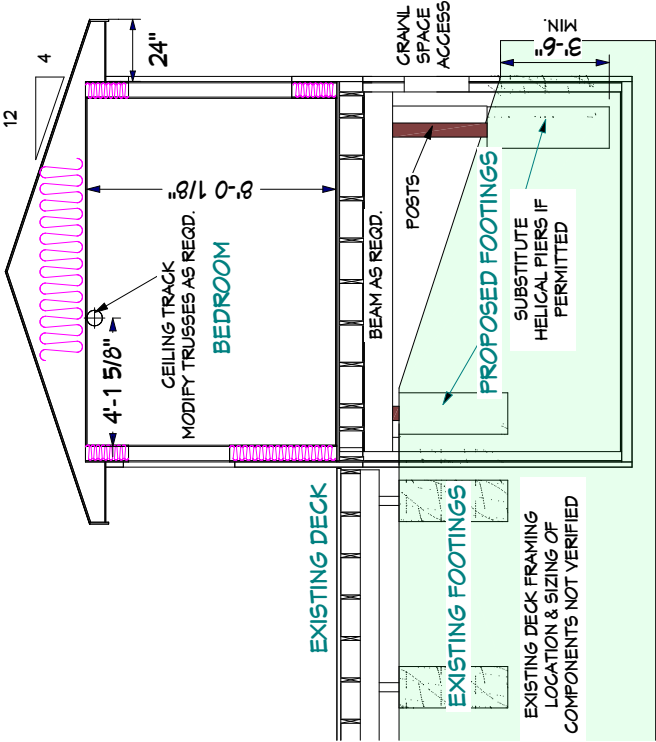
Scale: 1/4" = 1'-0"

GENERAL NOTES:

- 1 EXTERIOR WALLS DIMENSIONED TO OUTSIDE OF SHEATHING UNO.
- 2 INTERIOR WALLS DIMENSIONED TO INTERIOR WALL SURFACE UNO.
- 3 NEW WINDOWS LABELED WITH UNIT WIDTH/HT.
- 4 ALL NEW DOORS LABELED WITH WIDTH
- 5 = WALLS TO BE REMOVED
- 6 = NEW WALLS
- 7 = POINT LOADS

Bedroom Addition:
Erin & Spencer Merchant
2730 Holly Lane
Plymouth, MN

BUILDER: TBD

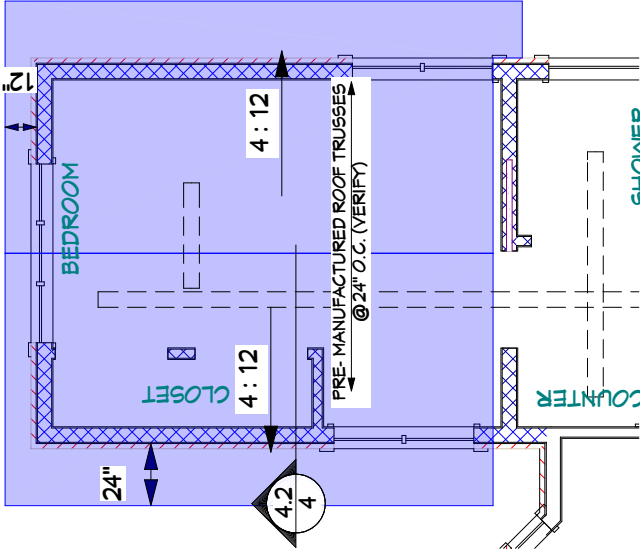


4.2 SECTION VIEW

Scale: 1/4" = 1'-0"

ROOF NOTES:

- 1 EXTERIOR WALLS DIMENSIONED TO OUTSIDE OF SHEATHING UNO.
- 2 ROOF & FLOOR TRUSS DESIGN MUST SUBTRACT 1/2" AT EACH EXTERNAL WALL FOR SHEATHING.
- 3 ALL EAVE OVERHANGS ARE 24" UNO.
- 4 ALL GABLE OVERHANGS ARE 12" UNO.
- 5 ALL FASCIA IS 1X6
- 6 REFER TO ROOF SUPPLIER SHOP DRAWINGS FOR ALL TRUSS & SUPPORT DETAILS.



4.3 ROOF PLAN

Scale: 1/4" = 1'-0"

PRELIMINARY DRAWINGS

Not to be used for construction

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VERSION	DATE	REVISION HISTORY
1	1/2/2025	DESCRIPTION OF REVISIONS
1	1/2/2025	PRELIMINARY DESIGN SITE PLAN
1	1/2/2025	ESTIMATE READY

Version: 1
Page 4 of 4
Jan. 3rd, 2025

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CITY OF PLYMOUTH

RESOLUTION No. 2025-060

RESOLUTION APPROVING A VARIANCE FOR SPENCER AND ERIN MERCHANT FOR PROPERTY LOCATED AT 2730 HOLLY LANE (2024038)

WHEREAS, Spencer and Erin Merchant have requested approval of a variance to allow for the construction of a home addition to be located 8.9 feet from the property line and within the required 15-foot side yard setback; and

WHEREAS, the variance would allow construction of an attached addition in the east rear yard of the existing home; and

WHEREAS, the subject site is presently legally described as Lot 5, Block 5, Shiloh 2nd Addition, Hennepin County, Minnesota; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA, that it should and hereby does approve the request by Spencer and Erin Merchant for a variance to allow for the construction of a home addition within the required south side yard setback, for 2730 Holly Lane, subject to the following conditions:

1. The requested variance is hereby approved to allow a 16.4-foot-deep by 12.6-foot-wide bedroom addition to be located 8.9 feet from the property line and within the required 15 foot south side yard setback, in accordance with the application and plans received by the city on June 4, 2024, with additional information on June 12, 2024, and January 3, 2025, except as may be amended by this resolution.
2. The requested variance is approved, based on the finding that all applicable variance standards have been met. Specifically,
 - a. The request is in harmony with the general purpose of the zoning ordinance and comprehensive plan.
 - b. The applicant has demonstrated that there are practical difficulties in complying with the ordinance regulations because:
 1. The request is reasonable, and that the property would be used in a reasonable manner and would result in an addition to an existing home in the RSF-1 zoning district.
 2. The request is due to circumstances not created by the landowners as the applicants are not the original owners of the home that they are requesting to improve the livability of; and
 3. The variance would not alter the essential character of the lot or neighborhood as the lot and the home are in character with the surrounding lots within the subdivision.

- c. The requested variance is not based upon economic considerations, but rather based on the unique circumstances of the family and the request to improve the livability of the home by providing an accessible bedroom and bathroom for the family's disabled child.
 - d. The requested variance and resulting construction would not impair an adequate supply of light and air to adjacent properties, nor would it increase traffic congestion or the danger of fire, endanger the public safety, or substantially diminish property values within the neighborhood. Staff finds that the variance requests are consistent with uses in this zoning district.
3. A building permit is required prior to commencement of the project. An electrical permit and a mechanical permit are required prior to commencement of the project.
 4. The addition shall be compatible with the existing home in materials and design.
 5. The height of the addition shall not exceed the height requirement of the RSF-1 Zoning District.
 6. The variance shall expire one year after the date of approval, unless the property owner or applicants have commenced the authorized improvement or use, or unless the applicants, with the consent of the property owner, have received prior approval from the city to extend the expiration date for up to one additional year, as regulated under section 21030.06 of the Zoning Ordinance.

APPROVED by the City Council on this 25th day of February, 2025.

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) SS.

The undersigned, being the duly qualified and appointed City Clerk of the City of Plymouth, Minnesota, certifies that I compared the foregoing resolution adopted at a meeting of the Plymouth City Council on February 25, 2025, with the original thereof on file in my office, and the same is a correct transcription thereof.

WITNESS my hand officially as such City Clerk and the Corporate seal of the city this _____ day of _____, _____.

City Clerk

To: Dave Callister, City Manager

Prepared by: Joe Shamla, Assistant City Engineer

Reviewed by: Michael Thompson, Public Works Director

Item: **Approve Agreement with Union Pacific Railroad for the Station 73 Transit and Regional Improvement Program (ST230003)**

1. Action Requested:

Adopt attached resolution approving the agreement with Union Pacific Railroad for the Station 73 Transit and Regional Improvement Program (ST230003).

2. Background:

The Station 73 Transit and Regional Improvement Program (TRIP) is identified in the proposed Capital Improvement Plan (CIP) for construction in 2025-2026. The project includes reconstruction of a portion of Highway 55 near County Road 73, the addition of a multi-use trail underneath Highway 55, transit inline bus platforms, realignment of County Road 73, construction of the Eagle Lake Regional Trail from Luce Line Trail south towards the City of Minnetonka, and improvements of South Shore Drive and 10th Avenue. The improvements on Highway 55 are proposed to be constructed in 2025 under a full closure and the remaining improvements are proposed to be constructed in 2026.

Construction of the Eagle Lake Regional Trail will require replacement of the Union Pacific Railroad crossing just south of the Luce Line Trail by the railroad company. An agreement with Union Pacific Railroad is required to facilitate replacement of the crossing as well as construction of the trail in railroad property. The attached agreement details the costs to upgrade the railroad crossing, annual costs for maintenance of the crossing, and the terms the city and its contractor must follow when working within railroad property.

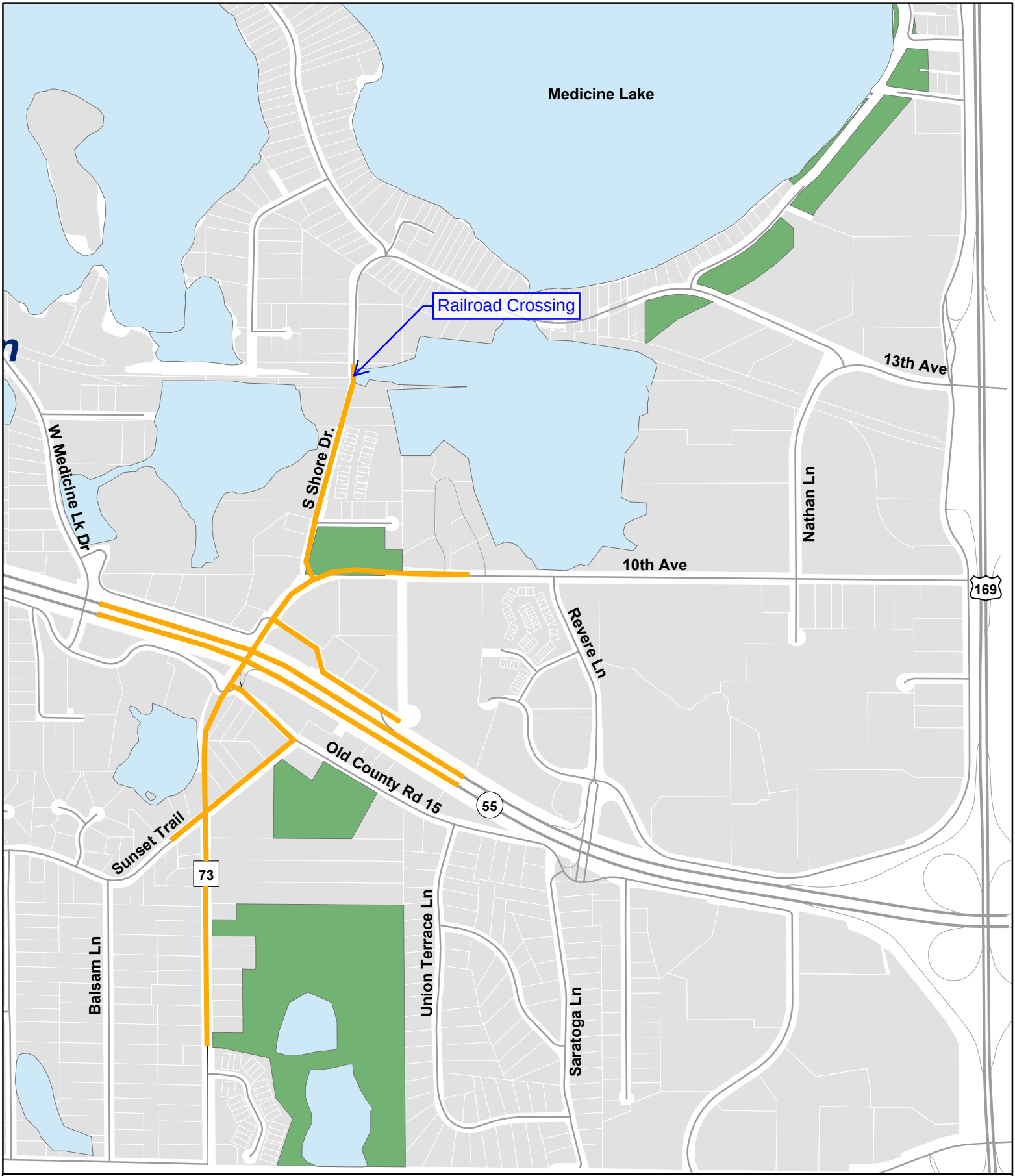
3. Budget Impact:

The cost of the Station 73 TRIP outlined in the 2025-2034 CIP is \$27,505,000. The estimated cost to replace the railroad crossing (\$152,181) and for flagging when working within railroad property is included in the overall project cost and would be funded by grant funds or local funds.

The annual crossing maintenance costs of \$906 will be funded by the street maintenance budget or Three Rivers Park District through a separate agreement.

4. Attachments:

1. Location Map
2. Agreement
3. City Council Resolution 2025-061



**Station 73 Transit and Regional Improvement Program
City Project #ST230003**

Project Location Map



0 1,150 Feet



PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

South Shore Drive
DOT# 185053K
MP 7.44 – Golden Valley Industrial Lead
Plymouth, Hennepin County, State of Minnesota

THIS AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 20____ ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179 ("Railroad") and CITY OF PLYMOUTH, a municipal corporation or political subdivision of the State of Minnesota to be addressed at 3400 Plymouth Blvd, Plymouth, Minnesota, 55447 ("Political Body").

RECITALS:

Presently, the Political Body utilizes the Railroad's property for the existing at grade public road crossing over South Shore Drive at Railroad's MP 7.44 on Railroad's Golden Valley Industrial Lead at or near Plymouth, Hennepin County, State of Minnesota.

The Political Body now desires to undertake as its project (the "Project") the addition of a pedestrian trail to the existing at grade public road crossing. The road crossing and trail is hereinafter the "Roadway."

The Railroad right of way being utilized for the existing at grade public road crossing is not sufficient to allow for the reconstruction of the Roadway. Therefore, under this Agreement, the Railroad will be granting additional rights to the Political Body to facilitate the reconstruction [and widening] of the Roadway. The portion of Railroad's property that Political Body needs to use in connection with the Roadway (including the right of way being utilized for the existing at grade crossing) is shown on the Railroad's location print marked **Exhibit A** and described in the legal description marked **Exhibit A-1**, with each exhibit being attached hereto and hereby made a part hereof (the "Crossing Area").

The Railroad and the Political Body are entering into this Agreement to cover the above.

AGREEMENT:

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

Section 1. EXHIBIT B

The general terms and conditions marked **Exhibit B**, are attached hereto and hereby made a part hereof.

Section 2. RAILROAD GRANTS RIGHT

For and in consideration of the Political Body's agreement to perform and comply with the terms of this Agreement, the Railroad hereby grants to the Political Body the right to construct, maintain and repair the Roadway over and across the Crossing Area.

Section 3. DEFINITION OF CONTRACTOR

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the Political Body to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

Section 4. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE

A. Prior to Contractor performing any work within the Crossing Area and any subsequent maintenance and repair work, the Political Body shall require the Contractor to:

- execute the Railroad's then current Contractor's Right of Entry Agreement
- obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
- provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit D**, attached hereto and hereby made a part hereof. The Political Body confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Manager - Contracts
Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, Mail Stop 1690
Omaha, NE 68179-1690
UP File Folder No. 0714520

D. If the Political Body's own employees will be performing any of the Project work, the Political Body may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

Section 5. FEDERAL AID POLICY GUIDE

If the Political Body will be receiving any federal funding for the Project, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

Section 6. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD

The Political Body agrees that no Project costs and expenses are to be borne by the Railroad. In addition, the Railroad is not required to contribute any funding for the Project.

Section 7. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO POLITICAL BODY; POLITICAL BODY'S PAYMENT OF BILLS

A. The work to be performed by the Railroad, at the Political Body's sole cost and expense, is described in the Railroad's Material and Force Account Estimate dated November 2, 2024, marked **Exhibit C**, attached hereto and hereby made a part hereof (the "Estimate"). As set forth in the Estimate, the Railroad's estimated cost for the Railroad's work associated with the Project is One Hundred Fifty Two Thousand One Hundred Eighty One Dollars (\$152,181.00).

B. The Railroad, if it so elects, may recalculate and update the Estimate submitted to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within six (6) months from the date of the Estimate.

C. The Political Body acknowledges that the Estimate does not include any estimate of flagging or other protective service costs that are to be paid by the Political Body or the Contractor in connection with flagging or other protective services provided by the Railroad in connection with the Project. All of such costs incurred by the Railroad

are to be paid by the Political Body or the Contractor as determined by the Railroad and the Political Body. If it is determined that the Railroad will be billing the Contractor directly for such costs, the Political Body agrees that it will pay the Railroad for any flagging costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing.

D. The Railroad shall send progressive billing to the Political Body during the Project and final billing to the Political Body within three hundred sixty-five (365) days after receiving written notice from the Political Body that all Project work affecting the Railroad's property has been completed and the Project Manager has closed the Project work order and notified the Political Body.

E. The Political Body agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, all actual costs of engineering review (including preliminary engineering review costs incurred by Railroad prior to the Effective Date of this Agreement), construction, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

Section 8. PLANS

A. The Political Body, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project and the Structure and submit such plans and specifications to the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include all Roadway layout specifications, cross sections and elevations, associated drainage, and other appurtenances.

B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.

C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.

D. The Railroad's review and approval of the Plans will in no way relieve the Political Body or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the Political Body or Contractor on the Plans is at the risk of the Political Body and Contractor.

Section 9. NON-RAILROAD IMPROVEMENTS

A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 8. The Non Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non Railroad Facilities to be abandoned in place or relocated on Railroad's property.

B. Upon Railroad's approval of submitted Non Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and Political Body mutually agree in writing to (i) deem the approved Non Railroad Facilities plans and specifications to be Plans pursuant to Section 8B, (ii) deem the Non Railroad Facilities part of the Structure, and (iii) supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

Section 10. EFFECTIVE DATE; TERM; TERMINATION

A. This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Roadway remains on the Railroad's property.

B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within twelve (12) months from the Effective Date.

C. If the Agreement is terminated as provided above, or for any other reason, the Political Body shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

Section 11. CONDITIONS TO BE MET BEFORE POLITICAL BODY CAN COMMENCE WORK

Neither the Political Body nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

- (i) The Railroad and Political Body have executed this Agreement.
- (ii) The Railroad has provided to the Political Body the Railroad's written approval of the Plans.
- (iii) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.
- (iv) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contractor's Right of Entry Agreement.

Section 12. FUTURE PROJECTS

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Roadway shall not commence until Railroad and Political Body agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

Section 13. ASSIGNMENT; SUCCESSORS AND ASSIGNS

A. Political Body shall not assign this Agreement without the prior written consent of Railroad.

B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and Political Body.

Section 14. SPECIAL PROVISIONS PERTAINING TO AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

If the Political Body will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the Political Body agrees that it is responsible in performing and completing all ARRA reporting documents for the Project. The Political Body confirms and acknowledges that Section 1512 of the ARRA provisions applies only to a "recipient" receiving ARRA funding directing from the federal government and, therefore, (i) the ARRA reporting requirements are the responsibility of the Political Body and not of the Railroad, and (ii) the Political Body shall not delegate any ARRA reporting

responsibilities to the Railroad. The Political Body also confirms and acknowledges that (i) the Railroad shall provide to the Political Body the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing, and (ii) such standard and customary billing and documentation from the Railroad provides the information needed by the Political Body to perform and complete the ARRA reporting documents. The Railroad confirms that the Political Body and the Federal Highway Administration shall have the right to audit the Railroad's billing and documentation for the Project as provided in Section 11 of **Exhibit B** of this Agreement.

Section 15. ANNUAL SURFACE MAINTENANCE

A. The Railroad shall maintain the crossing surface between the track tie ends at Political Body's expense. Effective as of three years from effective date of this Agreement, Political Body agrees to pay to Railroad the sum of **NINE HUNDRED AND SIX DOLLARS (\$906.00)** per annum, payable annually in advance, as payment for Railroad's maintenance of the surface between track tie ends located within the Crossing Area. See Exhibit C. The Political Body, at its expense, shall maintain and repair all portions of the Roadway approaches that are not within the area between lines two (2) feet outside of the rails of each track. See lower right hand corner of Exhibit C.

B. The above annual surface maintenance fee may also be re-determined by the Railroad at any time subsequent to the expiration of five (5) years following the date on which the annual surface maintenance fee was last determined or established. Any such changes in the annual surface maintenance fee may be made by means of automatic adjustment in billing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By: _____
Printed Name: _____
Title: _____

CITY OF PLYMOUTH

By: _____
Printed Name: _____
Title: _____

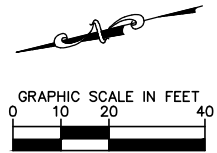
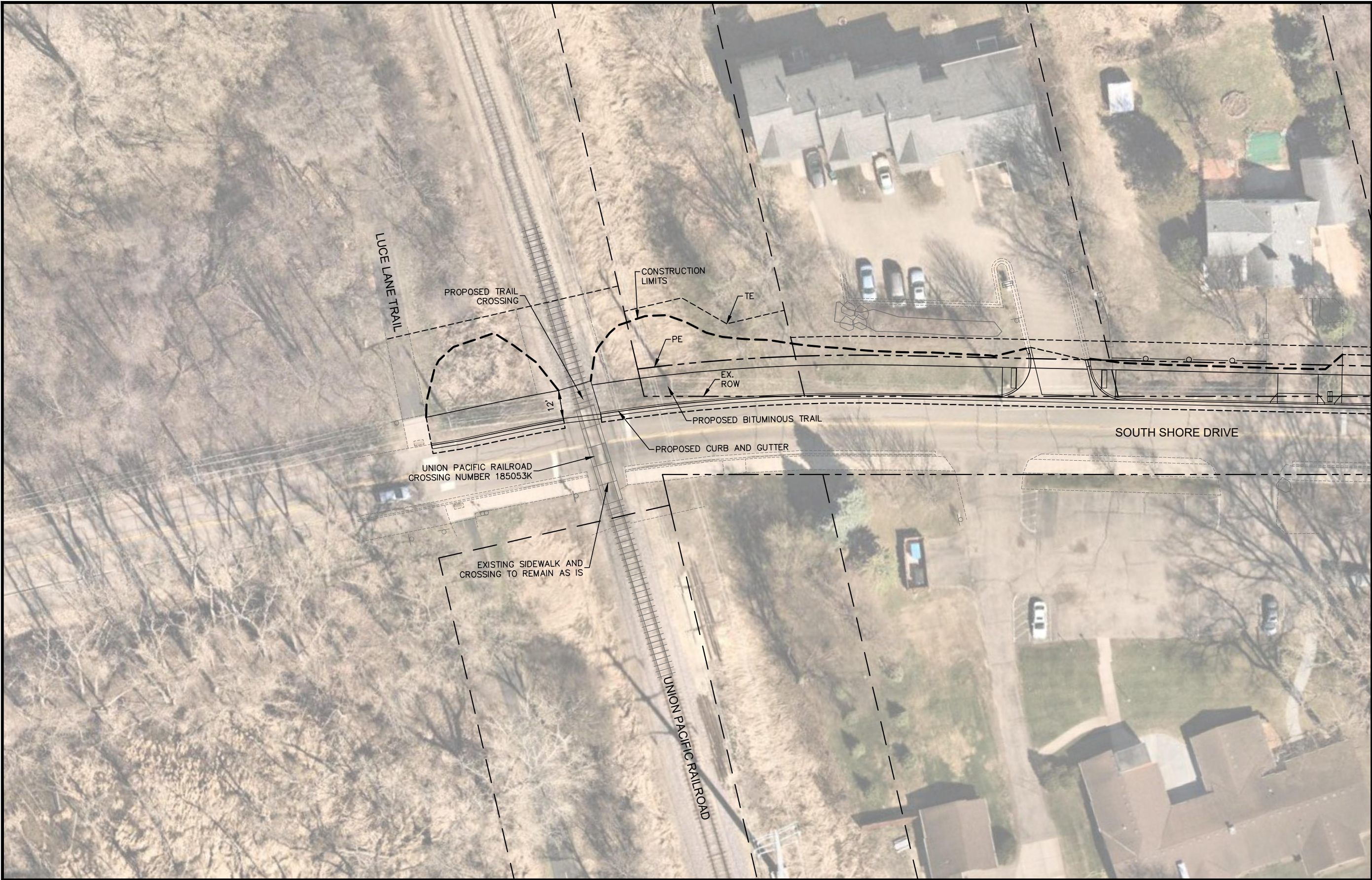
**EXHIBIT A
TO
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT**

Exhibit A will be a print showing the Crossing Area (see Recitals)

**EXHIBIT A-1
TO
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT**

Exhibit A-1 will be the Plans for the Crossing Area (see Recitals)

k:\TWC_Civil\City\PLYMOUTH\STATION 73 TRIP\CAD\Plan Sheets\Exhibits\TH55 -Union Pacific Crossing Exhibit.dwg May 13, 2024 - 8:49am



**EXHIBIT B
TO
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT**

SECTION 1. CONDITIONS AND COVENANTS

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Political Body shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the Political Body shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the Political Body for the purpose of conveying electric power or communications incidental to the Political Body's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the Political Body to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes. In the event the Railroad shall place additional tracks upon the Crossing Area, the Political Body shall, at its sole cost and expense, modify the Roadway to conform with all tracks within the Crossing Area.

C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The Political Body shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the Political Body at its own expense settles with and obtains releases from such nonparties.

D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property; and the right to cross the Crossing Area with all kinds of equipment.

E. So far as it lawfully may do so, the Political Body will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.

F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Roadway and its appurtenances, or for the

performance of any work in connection with the Project, the Political Body will acquire all such other property and rights at its own expense and without expense to the Railroad.

SECTION 2. CONSTRUCTION OF ROADWAY

A. The Political Body, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.

B. Except as may be otherwise specifically provided herein, the Political Body, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Roadway and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper highway warning devices (except those installed by the Railroad within its right of way) and all necessary drainage facilities, guard rails or barriers, and right of way fences between the Roadway and the railroad tracks. Upon completion of the Project, the Political Body shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.

C. All construction work of the Political Body upon the Railroad's property (including, but not limited to, construction of the Roadway and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, and other guidelines furnished by the Railroad.

D. All construction work of the Political Body shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the Political Body. The Political Body hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the State and/or the Contractor.

SECTION 3. INJURY AND DAMAGE TO PROPERTY

If the Political Body, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Political Body is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the Political Body at the Political Body's own expense, or by the Railroad at the expense of the Political Body, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

SECTION 4. RAILROAD MAY USE CONTRACTORS TO PERFORM WORK

The Railroad may contract for the performance of any of its work by other than the Railroad forces. The Railroad shall notify the Political Body of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the Political Body shall reimburse the Railroad for the amount of the contract.

SECTION 5. MAINTENANCE AND REPAIRS

A. The Political Body shall, at its own sole expense, maintain, repair, and renew, or cause to be maintained, repaired and renewed, the entire Crossing Area and Roadway, except the portions between the track tie ends, which shall be maintained by the Railroad at the Political Body's expense.

B. If, in the future, the Political Body elects to have the surfacing material between the track tie ends, or between tracks if there is more than one railroad track across the Crossing Area, replaced with paving or some surfacing material other than timber planking, the Railroad, at the Political Body's expense, shall install such replacement surfacing, and in the future, to the extent repair or replacement of the surfacing is necessitated by repair or rehabilitation of the Railroad's tracks through the Crossing Area, the Political Body shall bear the expense of such repairs or replacement.

SECTION 6. CHANGES IN GRADE

If at any time the Railroad shall elect, or be required by competent authority to, raise or lower the grade of all or any portion of the track(s) located within the Crossing Area, the Political Body shall, at its own expense, conform the Roadway to conform with the change of grade of the trackage.

SECTION 7. REARRANGEMENT OF WARNING DEVICES

If the change or rearrangement of any warning device installed hereunder is necessitated for public or Railroad convenience or on account of improvements for either the Railroad, highway or both, the parties will apportion the expense incidental thereto between themselves by negotiation, agreement or by the order of a competent authority before the change or rearrangement is undertaken.

SECTION 8. SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of

the Political Body that the work will be performed in a safe manner and in conformity with the following standards:

A. **Definitions.** All references in this Agreement to the Political Body shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the Political Body shall include work both within and outside of the Railroad's property.

B. **Entry on to Railroad's Property by Political Body.** If the Political Body's employees need to enter Railroad's property in order to perform an inspection of the Roadway, minor maintenance or other activities, the Political Body shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the Political Body, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the Political Body's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of Political Body's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

C. **Flagging.**

(i) If the Political Body's employees need to enter Railroad's property as provided in Paragraph B above, the Political Body agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by Political Body in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform Political Body whether a flagman need be present and whether Political Body needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Political Body for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Political Body agrees that Political Body is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

(ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property

Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Political Body shall pay on the basis of the new rates and charges.

(iii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Political Body may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Political Body must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Political Body will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

D. **Compliance With Laws.** The Political Body shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Political Body shall use only such methods as are consistent with safety, both as concerns the Political Body, the Political Body's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Political Body (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the Political Body to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Political Body shall reimburse, and to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Political Body further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

E. **No Interference or Delays.** The Political Body shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

F. **Supervision.** The Political Body, at its own expense, shall adequately police and supervise all work to be performed by the Political Body, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Political Body for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the Political Body with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the Political Body will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

G. **Suspension of Work.** If at any time the Political Body's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the Political Body is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Political Body shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris.** The Political Body shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Political Body at the Political Body's own expense or by the Railroad at the expense of the Political Body. The Political Body shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.

I. **Explosives.** The Political Body shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

J. **Excavation.** The Political Body shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Political Body shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Political Body, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Political Body in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering - Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

K. **Drainage.** The Political Body, at the Political Body's own expense, shall provide and maintain suitable facilities for draining the Roadway and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The Political Body, at the Political Body's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Political Body, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The Political Body shall not obstruct or interfere with existing ditches or drainage facilities.

L. **Notice.** Before commencing any work, the Political Body shall provide the advance notice to the Railroad that is required under the Contractor's Right of Entry Agreement.

M. **Fiber Optic Cables.** Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Political Body shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by the Political Body. If it is, Political Body will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

SECTION 9. INTERIM WARNING DEVICES

If at anytime it is determined by a competent authority, by the Political Body, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the Political Body shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the new or improved devices have been installed.

SECTION 10. OTHER RAILROADS

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

SECTION 11. BOOKS AND RECORDS

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of Political Body for a period of three (3) years following the date of Railroad's last billing sent to Political Body.

SECTION 12. REMEDIES FOR BREACH OR NONUSE

A. If the Political Body shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Roadway and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the Political Body will reimburse the Railroad for the expenses thereof.

B. Nonuse by the Political Body of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the Political Body hereunder.

C. The Political Body will surrender peaceable possession of the Crossing Area and Roadway upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

SECTION 13. MODIFICATION - ENTIRE AGREEMENT

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Political Body and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the Political Body shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the Political Body and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

**EXHIBIT C
TO
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT**

Exhibit C will be Railroad's Material and Force Account Estimate.

Material And Force Account Estimate

Kimley Horn

Estimate Number: 151790 Version: 1

Standard Rates: Labor Additive = 178.32%

Estimate Good Until 11/02/25

Location: GOLDEN VALLEY IND LD, INDL, 7.42-7.46
Description of Work: 185053K South Shore Dr Plymouth MN 7.44 Golden Valley Ind Ld
Prepared For: Kimley Horn
Buy America: Yes

COMMENTS	FACILITY	Description	QTY	UOM	UCST	LABOR	MATERIAL	TOTAL	UP %0	Agcy %100
ENGINEERING										
		Engineering	1	LS	14,693.00	14,693	0	14,693	0	14,693
		Bill Prep Fee - Track Surface RECOLLECT	1	LS	900.00	0	900	900	0	900
		Homeline Freight - Track Surface RECOLLECT	1	LS	900.00	0	900	900	0	900
		Foreign Line Freight - Track Surface RECOLLECT	1	LS	1,563.98	0	1,564	1,564	0	1,564
Sub-Total =						14,693	3,364	18,057	0	18,057
TRACK CONSTRUCTION - COMPANY										
		Mobilization: Company	1	DA	11,450.00	11,450	0	11,450	0	11,450
	RDXING	RDXING 136# CON10W PP PAN COMPLETE	56	TF	1,017.93	27,304	29,700	57,004	0	57,004
	TRACK	136# CWRIS0 24-8'6" PPHWD N 16 TP	24	TF	815.93	13,884	5,698	19,582	0	19,582
Sub-Total =						52,638	35,398	88,037	0	88,037
TRACK REMOVAL - COMPANY										
	RDXING	Remove road crossing - concrete	40	TF	91.44	3,658	0	3,658	0	3,658
	TRACK	Remove Track	40	TF	35.76	1,430	0	1,430	0	1,430
Sub-Total =						5,088	0	5,088	0	5,088
SITE WORK - CONTRACT										
		Asphalt: Saw Cut	1	LS	6,000.00	0	6,000	6,000	0	6,000
Sub-Total =						0	6,000	6,000	0	6,000
EQUIPMENT RENTAL										
		Equipment Rental	1	LS	35,000.00	0	35,000	35,000	0	35,000
Sub-Total =						0	35,000	35,000	0	35,000
Total Wgt. in Tons = 351						Totals =	72,419	79,762	152,181	0 152,181

Est. Annual Maint. Cost =

\$906

Grand Total =

\$152,181

Please Note: The above figures are estimates only and are subject to fluctuation. In the event of an increase or decrease in the cost or amount of material or labor required, Kimley Horn will pay actual construction costs at the current rates effective thereof.

**EXHIBIT D
TO
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT**

Exhibit D will be the Railroad's then current form of Contractor's Right of Entry.

**CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT**

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20_____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and _____, a _____ corporation ("Contractor").

RECITALS:

Contractor has been hired by _____ to perform work relating to _____ (the "Work") with all or a portion of such Work to be performed on property of Railroad in the vicinity of Railroad's Milepost _____ on Railroad's _____ [Subdivision or Branch] [at or near DOT No. _____] located at or near _____, in _____ County, State of _____, as such location is in the general location shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof, which Work is the subject of a contract dated _____ between Railroad and _____.

Railroad is willing to permit Contractor to perform the Work described above at the location described above subject to the terms and conditions contained in this agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. For purposes of clarity, Contractor agrees that any CIC (defined below) hired by Contractor is a subcontractor of Contractor and therefore included in the defined term Contractor pursuant to the foregoing sentence.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the Work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C.

The terms and conditions contained in **Exhibit B** and **Exhibit C**, attached hereto, are hereby made a part of this agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

A. Contractor shall bear any and all costs and expenses associated with any Work performed by Contractor (including without limitation any CIC), or any costs or expenses incurred by Railroad relating to this agreement.

B. Contractor shall coordinate all of its Work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

C. Contractor, at its own expense, shall adequately police and supervise all Work to be performed by Contractor and shall ensure that such Work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's Work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the Work, or by Railroad's collaboration in performance of any Work, or by the presence at the Work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of Work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this agreement and continue until this agreement is terminated as provided in this agreement or until the Contractor has completed all Work on Railroad's property.

ARTICLE 6 - TERM; TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this agreement, and continue until _____, unless sooner terminated as herein provided, or at such time as Contractor has completed its Work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its Work on Railroad's property.

B. This agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

A. Before commencing any Work and throughout the entire term of this Agreement, Contractor, at its expense, shall procure and maintain in full force and effect the types and minimum limits of insurance specified in **Exhibit C** of this agreement and require each of its subcontractors to include the insurance endorsements as required under Section 12 of **Exhibit B** of this agreement.

B. Not more frequently than once every two (2) years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Upon request of Railroad, Contractor shall provide to Railroad a certificate issued by its insurance

carrier evidencing the insurance coverage required under **Exhibit B**.

D. Contractor understands and accepts that the terms of this Article are wholly separate from and independent of the terms of any indemnity provisions contained in this Agreement.

D. Upon request of Railroad, insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company

[Insert mailing address]

Attn: _____

Folder No. _____

ARTICLE 8 - PRECONSTRUCTION MEETING.

If the Work to be performed by the Contractor will involve the Railroad providing any flagging protection (or if a CIC is approved to provide flagging protection pursuant to the terms set forth herein) and/or there is separate work to be performed by the Railroad, the Contractor confirms that no work shall commence until the Railroad and Contractor participate in a preconstruction meeting involving flagging procedures and coordination of work activities of the Contractor and the Railroad (and any CIC, as applicable.)

ARTICLE 9. DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the Work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 10. ADMINISTRATIVE FEE.

Upon the execution and delivery of this agreement, Contractor shall pay to Railroad One Thousand Twenty Five Dollars (\$1,025.00) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

ARTICLE 11. CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

ARTICLE 12.- EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____

Title: _____

(Name of Contractor)

By: _____

Name: _____

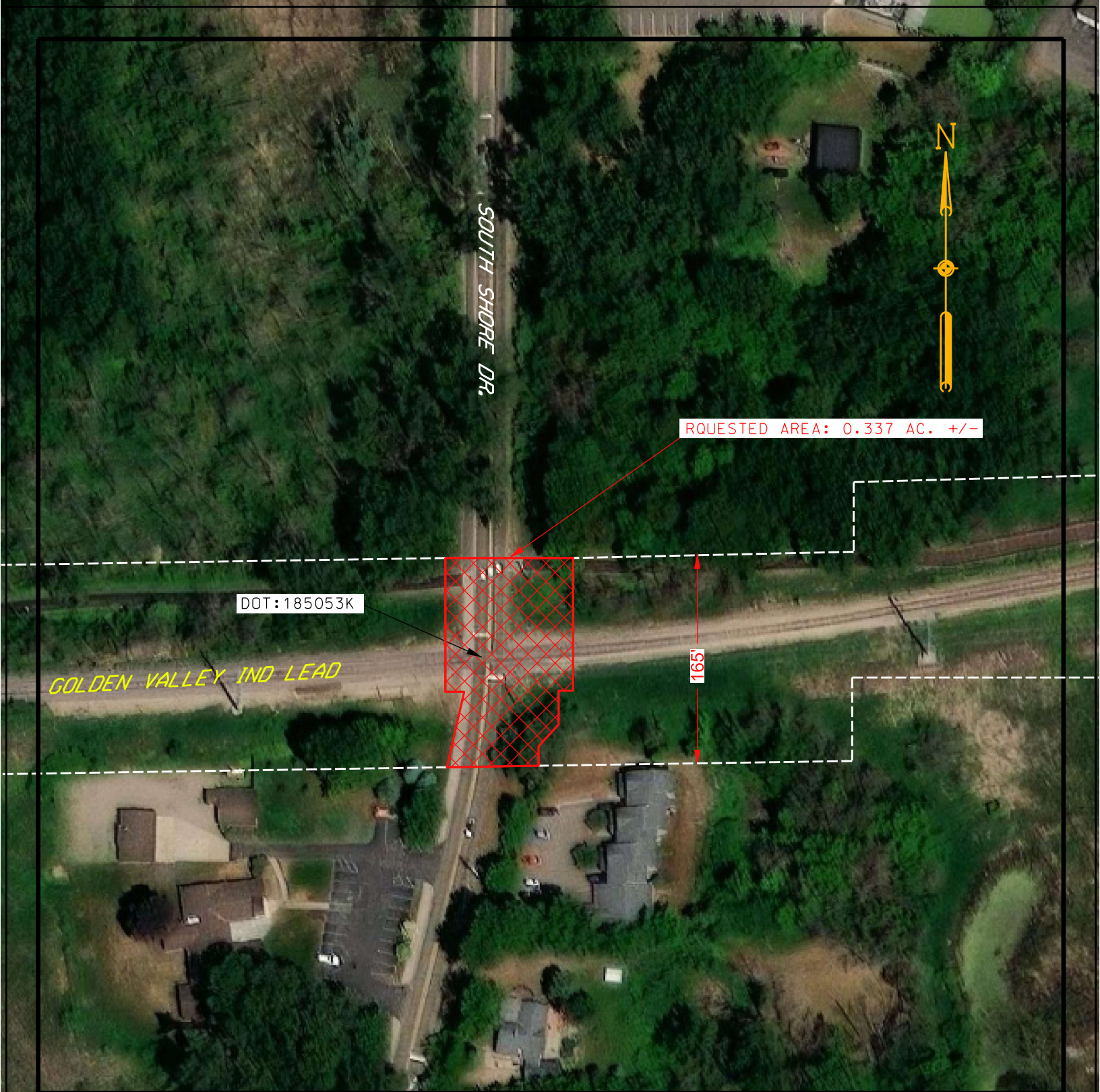
Title: _____

Phone: _____

E-Mail: _____

EXHIBIT A
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Exhibit A will be a print showing the general location of the work site.

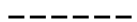


LEGEND:

REQUESTED ROW.....



UPRRCO, R/W OUTLINED.....



NOTE: BEFORE YOU BEGIN ANY WORK, SEE
AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

PLYMOUTH, HENNEPIN COUNTY, MN

M.P. 7.46 - GOLDEN VALLEY IND LEAD

CNW/MN/V201/2B

SCALE: 1" = 100'

OFFICE OF REAL ESTATE

OMAHA, NEBRASKA DATE: 1-15-2025

DSK FILE: 0714520

CADD
FILENAME

0714520

SCAN
FILENAME

AERIAL PRINT

EXHIBIT B
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - RAILROAD FLAGGING - PRIVATE FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its Work and at least thirty (30) working days in advance of proposed performance of any Work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

B. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad approved flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures.

C. Contractor shall be permitted to hire a private contractor to perform flagging or other special protective or safety measures (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Contractor to utilize a CIC pursuant to the preceding sentence, Contractor shall obtain Railroad's prior approval in writing for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the services to be performed for the project by the approved CIC; and (iii) any other terms and conditions governing such services to be provided by the CIC. If flagging or other special protective or safety measures are performed by an approved CIC, Contractor shall be solely responsible for (and shall timely pay such CIC for) its services. Railroad reserves the right to rescind any approval pursuant to this Section 1, Subsection C., in whole or in part, at any time, as determined in Railroad's sole and absolute discretion.

D. If any flagging or other special protective or safety measures are performed by employees of Railroad and/or any contractor of Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing.

E. If any flagging or other special protective or safety measures are performed by Railroad or a CIC, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this agreement.

F. The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with labor agreements and schedules in effect at the time the Work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the Work is performed. One and one-half times the current hourly rate is

paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges. If flagging is performed by Railroad, reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five-day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least twenty-five (25) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the Work to be performed by Contractor caused by such railroad operations and Work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any Work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the Work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such Work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such Work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall visit www.up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any Work until all such protection or relocation (if applicable) has been accomplished.

B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD RAILROAD HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) ARISING OUT OF ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEES, THAT CAUSES OR CONTRIBUTES TO (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON RAILROAD'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON RAILROAD'S PROPERTY. CONTRACTOR SHALL NOT HAVE OR SEEK RECOURSE AGAINST RAILROAD FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING RAILROAD'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON RAILROAD'S PROPERTY.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the Work covered by this agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the Work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any Work on Railroad property performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the Work. Contractor shall, at a minimum, comply with Railroad's then current safety standards located at the below web address ("Railroad's Safety Standards") to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor

determines that any of Railroad's Safety Standards are contrary to good safety practices. Contractor shall furnish copies of Railroad's Safety Standards to each of its employees before they enter Railroad property.

http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_nativedocs/pdf_up_supplier_safety_req.pdf

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any Work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the Work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this agreement shall control if there are any inconsistencies between this agreement and the Safety Plan.

Section 8. INDEMNITY.

A. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, AGENTS AND EMPLOYEES (INDIVIDUALLY AN "INDEMNIFIED PARTY" OR COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S, CONSULTANT'S AND EXPERT'S FEES, AND COURT COSTS), FINE OR PENALTY (COLLECTIVELY, "LOSS") INCURRED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFIED PARTY, CONTRACTOR, OR ANY EMPLOYEE OF CONTRACTOR OR OF ANY INDEMNIFIED PARTY) ARISING OUT OF OR IN ANY MANNER CONNECTED WITH (I) ANY WORK PERFORMED BY CONTRACTOR, OR (II) ANY ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, OR (III) ANY BREACH OF THIS AGREEMENT BY CONTRACTOR.

B. THE RIGHT TO INDEMNITY UNDER THIS SECTION 8 SHALL ACCRUE UPON OCCURRENCE OF THE EVENT GIVING RISE TO THE LOSS, AND SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE ACTIVE NEGLIGENCE OF AN INDEMNIFIED PARTY AS ESTABLISHED BY THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION. THE SOLE ACTIVE NEGLIGENCE OF ANY INDEMNIFIED PARTY SHALL NOT BAR THE RECOVERY OF ANY OTHER INDEMNIFIED PARTY.

C. CONTRACTOR EXPRESSLY AND SPECIFICALLY ASSUMES POTENTIAL LIABILITY UNDER THIS SECTION 8 FOR CLAIMS OR ACTIONS BROUGHT BY CONTRACTOR'S OWN EMPLOYEES. CONTRACTOR WAIVES ANY IMMUNITY IT MAY HAVE UNDER WORKER'S COMPENSATION OR INDUSTRIAL INSURANCE ACTS TO INDEMNIFY THE INDEMNIFIED PARTIES UNDER THIS SECTION 8. CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES HERETO.

D. NO COURT OR JURY FINDINGS IN ANY EMPLOYEE'S SUIT PURSUANT TO ANY

WORKER'S COMPENSATION ACT OR THE FEDERAL EMPLOYERS' LIABILITY ACT AGAINST A PARTY TO THIS AGREEMENT MAY BE RELIED UPON OR USED BY CONTRACTOR IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST ANY INDEMNIFIED PARTY.

E. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE COMPLETION OF ANY WORK PERFORMED BY CONTRACTOR OR THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. IN NO EVENT SHALL THIS SECTION 8 OR ANY OTHER PROVISION OF THIS AGREEMENT BE DEEMED TO LIMIT ANY LIABILITY CONTRACTOR MAY HAVE TO ANY INDEMNIFIED PARTY BY STATUTE OR UNDER COMMON LAW.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the Work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the Work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this agreement shall be effective unless made in writing and signed by Contractor and Railroad. This agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the Work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any Work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" on the subcontractor's Commercial General Liability policy and Umbrella or Excess policies (if applicable) with respect to all liabilities arising out of the subcontractor's performance of Work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

EXHIBIT C
TO
CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

Union Pacific Railroad Company
Insurance Requirements For
Contractor's Right of Entry Agreement

During the entire term of this Agreement and course of the Project, and until all Project Work on Railroad's property has been completed and all equipment and materials have been removed from Railroad's property and Railroad's property has been clean and restored to Railroad's satisfaction, Contractor shall, at its sole cost and expense, procure and maintain the following insurance coverage:

- A. Commercial General Liability insurance.** Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

- B. Business Automobile Coverage insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. Workers' Compensation and Employers' Liability insurance.** Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the Work is being performed.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

- D. Railroad Protective Liability insurance.** Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence

and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

- E. **Umbrella or Excess** insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.
- F. **Pollution Liability** insurance. Pollution liability coverage must be included when the scope of the Work as defined in the agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of Work as defined in this agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

Other Requirements

- G. All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Contractor's liability under the indemnity provisions of this agreement. BOTH CONTRACTOR AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORMS CG 20 10 AND CG 20 37.
- H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.
- I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Contractor required in this agreement where permitted by law. This waiver must be stated on the certificate of insurance.
- J. Prior to commencing the Work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this agreement.

- K.** All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Work is being performed.
- L.** The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

CITY OF PLYMOUTH

RESOLUTION No. 2025-061

RESOLUTION APPROVING AGREEMENT WITH UNION PACIFIC RAILROAD COMPANY FOR THE STATION 73 TRANSIT AND REGIONAL IMPROVEMENT PROGRAM (TRIP) (ST230003)

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

WHEREAS, this project includes construction of the Eagle Lake Regional Trail from the Luce Line Trail to 1st Avenue; and

WHEREAS, the trail will cross the Union Pacific Railroad on South Shore Drive south of the Luce Line Trail; and

WHEREAS, construction of the trail requires replacement of the railroad crossing by the railroad company; and

WHEREAS, an agreement is required to replace railroad crossing and construct the trail within property owned by Union Pacific Railroad Company; and

WHEREAS, the agreement details the costs to replace the railroad crossing (estimated at \$152,181), annual costs for maintenance of the crossing (\$906), and the terms the city and its contractor must follow when working within railroad property.

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

1. The agreement (South Shore Drive DOT# 185053K) between the Union Pacific Railroad Company and the City of Plymouth is approved.
2. The Mayor and City Manager are authorized and directed to execute said agreement, and any amendments to the agreement.

APPROVED by the City Council on this 25th day of February, 2025.

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) SS.

The undersigned, being the duly qualified and appointed City Clerk of the City of Plymouth, Minnesota, certifies that I compared the foregoing resolution adopted at a meeting of the Plymouth City Council on February 25, 2025, with the original thereof on file in my office, and the same is a correct transcription thereof.

WITNESS my hand officially as such City Clerk and the Corporate seal of the city this _____ day
_____, _____.

City Clerk

To: Dave Callister, City Manager

Prepared by: Chris McKenzie, Engineering Services Manager

Reviewed by: Michael Thompson, Public Works Director

Item: **Designate engineers for the 2025 Right of Way Fiber Optic Field Representative Work (ENG24001)**

1. Action Requested:

Adopt attached resolution designating engineers for the 2025 Right of Way Fiber Optic Field Representative Work (ENG24001).

2. Background:

Three fiber optic companies are anticipating two million feet of fiber optic installation in the right of way throughout Plymouth for the 2025 construction season. It is the goal of the fiber optic companies to provide high speed fiber optic internet to every property in the city. The fiber optic companies have a right to utilize the public right of way and installation must be coordinated and overseen properly to minimize impacts to residents, businesses, and other utilities.

The anticipated volume of fiber optic installation exceeds the current city staffing resources thus supplementing with consulting field staff is an appropriate approach for this temporary demand. The field representatives will assist city staff with ensuring installations are in accordance with approved permits, act as liaison between residents and the contractors, follow up on resident concerns and complaints, especially with turf restoration and damage, and ensure contractors are good stewards of the city right of way.

A combination of permit fee projections and extensive coordination with comparable cities with similar arrangements calculated our additional temporary projected consulting staffing levels. To meet this demand, two consultants have submitted proposals to supplement city staff. Both are nearly identical, spreading the workload between them. Staff will manage the consultant contracts, ensure the right staffing level

matches the required fiber optic installation rate and resident interactions, and ensure the budget is maintained throughout the fiber optic installation process. At the peak of the construction season, it is anticipated to have five field representatives from each company, for a total of 10, assisting city staff.

Proposals were received from Bolton & Menk, Inc. and WSB, LLC to provide supplemental staff for field representatives. The proposed fees for both firms are \$749,785 and \$742,600 respectively, for a total of \$1,492,385. Both firms have adequate staffing levels, skill, and experience necessary to supplement city staff. Both firms have done extensive successful work in the city, therefore, staff recommends awarding contracts to both Bolton & Menk, Inc. and WSB, LLC to supplement staff for the 2025 Right of Way Fiber Optic Field Representative Work.

3. Budget Impact:

This \$1,492,385 of contracts for the project will be entirely funded through right of way permit fee revenue. Based on projections, the estimated 2025 permit fees will be upwards of \$2,300,000. The consultant contracts will be managed to ensure permit fee revenues are fully covering consulting expenditures. The remainder of permit fees will be spent on city staff time, materials and equipment to manage the right of way permits.

4. Attachments:

1. Agreement - Bolton and Menk
2. Agreement - WSB
3. City Council Resolution 2025-062

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is made on the _____ day of February 2025, between the **CITY OF PLYMOUTH**, a Minnesota municipal corporation (“CITY”), and **BOLTON & MENK, INC.**, a Minnesota corporation (“ENGINEER”).

The CITY and the ENGINEER agree as follows:

1. **Contract Documents.** The ENGINEER agrees to provide engineering services to the CITY in accordance with the following contract documents which are incorporated herein by reference:

- A. This Agreement for Engineering Services.
- B. ENGINEER’s Proposal for Professional Services for 2025 Right-of-Way Fiber Optic Field Representation Work, submitted on February 11, 2025.
- C. ENGINEER’s Current Hourly Fee Schedule.

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

2. **Compensation.** ENGINEER shall be paid by the CITY on an hourly basis in accordance with the hourly fee schedule but not to exceed \$749,785 inclusive of reimbursable expenses as reflected in the estimate of cost exhibit in the 2025 Right-of-Way Fiber Optic Field Representation Work proposal. The not to exceed fees shall not be adjusted if the estimated hours to perform a task, the number of estimated required meetings or any other estimate or assumption is exceeded.
3. **Optional Services.** Not applicable.
4. **Method of Payment.** ENGINEER may request progress payments as the work is performed. The CITY will normally make payment within thirty-five (35) days of receipt of a properly itemized bill.
5. **Change Orders.** All change orders, regardless of amount, must be approved in advance and in writing by the City of Plymouth. No payment will be due or made for work done in advance of such approval.
6. **Standard of Care.** ENGINEER shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a professional engineer under similar circumstances. No other warranty, expressed or implied, is included in this Agreement or in any drawing, specification, report, or opinion

produced pursuant to this Agreement. ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of ENGINEER without additional compensation.

7. **Subcontractor.** ENGINEER shall not enter into subcontracts for services provided under this Agreement without the express written consent of the CITY, which consent shall not be unreasonably withheld. The ENGINEER shall pay any subcontractor involved in the performance of this Agreement within ten (10) days of the ENGINEER'S receipt of payment by the CITY for undisputed services provided by the subcontractor. If the ENGINEER fails within that time to pay the subcontractor any undisputed amount for which the ENGINEER has received payment by the CITY, the ENGINEER shall pay interest to the subcontractor on the unpaid amount at the rate of 1-1/2 percent per month or any part of a month. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the ENGINEER shall pay the actual interest penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the ENGINEER shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.
8. **Independent Contractor.** The CITY hereby retains the ENGINEER as an independent contractor upon the terms and conditions set forth in this Agreement. The ENGINEER is not an employee of the CITY and is free to contract with other entities as provided herein. ENGINEER shall be responsible for selecting the means and methods of performing the work. ENGINEER shall furnish any and all supplies, equipment, and incidentals necessary for ENGINEER'S performance under this Agreement. CITY and ENGINEER agree that ENGINEER shall not at any time or in any manner represent that ENGINEER or any of ENGINEER'S agents or employees are in any manner agents or employees of the CITY. ENGINEER shall be exclusively responsible under this Agreement for ENGINEER'S own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.
9. **Non-Discrimination.** During the performance of this Agreement, the ENGINEER shall not discriminate against any employee or applicants for employment because of race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, disability, or age. The ENGINEER shall post, in places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The ENGINEER shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work.
10. **Assignment.** Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party. Any Assignment in violation of this provision is null and void.

11. **Indemnification.** The ENGINEER shall indemnify and hold harmless the CITY, its officials, agents, and employees, of and from any and all claims, demands, actions, causes of action, including costs and attorney's fees, arising out of or by reason of the execution or performance of the work or services provided for herein, to the extent caused by the negligent acts, errors or omissions, willful misconduct, or breach of any substantive provision of this Agreement by the ENGINEER, its officials, agents or employees in the execution, performance, or failure to adequately perform the ENGINEER'S obligations pursuant to this Agreement.
12. **Insurance.**
- A. **General Liability.** During the term of this Agreement, ENGINEER shall maintain a general liability insurance policy with limits of at least \$2,000,000 for each person, and each occurrence, for both personal injury and property damage. This policy shall name the CITY as an additional insured for the services provided under this Agreement and shall provide that the ENGINEER'S coverage shall be the primary coverage in the event of a loss.
 - B. **Worker's Compensation.** The ENGINEER shall secure and maintain such insurance as will protect ENGINEER from claims under the Worker's Compensation Act and from claims for bodily injury, death, or property damage which may arise from the performance of ENGINEER'S services under this Agreement.
 - C. **Professional Liability Insurance.** The ENGINEER shall secure and maintain a professional liability insurance policy. Said policy shall insure payment of damages for legal liability arising out of the performance of professional services for the CITY, in the insured's capacity as ENGINEER, if such legal liability is caused by an error, omission, or negligent act of the insured or any person or organization for whom the insured is legally liable. Said policy shall provide minimum limits of \$2,000,000 with a deductible maximum of \$125,000. The policy shall also insure the indemnification obligation contained in Paragraph 10 above.
 - D. **Certificate of Insurance.** A certificate of insurance on a form acceptable to the CITY which verifies the existence of this insurance coverage must be provided to the CITY before work under this Agreement is begun.
13. **Records Access.** The ENGINEER shall provide the CITY access to any books, documents, papers, and records which are directly pertinent to the specific contract, for the purpose of making audits, examinations, excerpts, and transcriptions, for three (3) years after final payments and all other pending matters related to this Agreement are closed.

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

expenses until the effective date of termination. If, however, the CITY terminates the Agreement because the ENGINEER has failed to perform in accordance with this Agreement, no further payment shall be made to the ENGINEER, and the CITY may retain another contractor to undertake or complete the work identified in the Contract Documents. If, as a result, the CITY incurs total costs for the work (including payments to both the present contractor and a future contractor) which exceed the not to exceed amount specified in the Contract Documents, if any, then the ENGINEER shall be responsible for the difference between the cost actually incurred and the Agreement amount.

21. **Waiver of Claims for Personal Liability.** It is intended by the parties to this Agreement that ENGINEER's services shall not subject ENGINEER'S employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. Therefore, and notwithstanding anything to the contrary contained herein, the City agrees that as the CITY's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against ENGINEER, and not against any of ENGINEER's individual employees, officers or directors.

CITY OF PLYMOUTH

BOLTON & MENK, INC.

By: _____

By: _____

Jeffry Wosje, Mayor

Its: _____

Reviewed By: _____

Dave Callister, City Manager

Reviewed By:  _____

Michael Thompson, Public Works Director



Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337

Phone: (952) 890-0509
Bolton-Menk.com

February 11, 2025

Chris McKenzie, PE
Engineering Services Manager
City of Plymouth
14900 23rd Avenue N
Plymouth, MN 55447

RE: 2025 Right-of-Way Fiber Optic Field Representation Work
Proposal for Professional Engineering Services

Dear Chris:

Bolton & Menk, Inc. is pleased to present our proposal for professional services for the 2025 Right-of-Way Fiber Optic Field Representation Work. Our proposal and approach are proposed to meet the needs of the February 3, 2025, Request for Proposals and consistent with our recent discussions.

Bolton & Menk has developed a proposed scope of services to meet all of the city's needs, including a staffing arrangement with a targeted structure to meet the field leadership, expertise, and flexibility needs of the city as it administers ROW permitting efforts associated with large scale fiber optic network buildout. Our proposed key staff have demonstrated effective performance for the City of Plymouth in the past and are prepared to serve the community once again in 2025. Our project partner subconsultant at Zone One Locating is also poised to meet the city's needs in terms of both scope and scale for locating efforts in response to GSOC requests.

The attached defines our proposed scope of services and fees for the proposed services in greater detail. If the proposal is acceptable, we will be glad to enter into the City of Plymouth's standard agreement for this work. As always, we appreciate this opportunity to work with the City of Plymouth. Please review the attached documents and contact me at 612-221-6946 or email at mikewa@bolton-menk.com if you have questions or concerns.

Sincerely,

BOLTON & MENK, INC.

Mike Waltman, P.E.

Municipal Group Leader | Principal
C: 612-221-6946
mikewa@bolton-menk.com

PROJECT UNDERSTANDING

The City of Plymouth is undergoing a large-scale installation of fiber optic networks being undertaken by three fiber optic companies. While the community will benefit from the services these utilities will provide, the city needs assurance that the installation process is undertaken in a manner that does not negatively impact existing public infrastructure, that the traveling public is adequately served throughout the installation process, the right-of-way is properly restored, and in general that installations comply with city right-of-way permitting requirements. With a scale of approximately 2 million feet set to be installed in just the 2025 construction season, the city is in need of additional staffing resources to meet these objectives.

More specifically, the city is in need of field representation that can execute the following duties:

- Ensuring companies installing fiber adhere to the approved permits
- Working with fiber optic installation contractors to ensure proper protocols are followed
- Making recommendations to city staff and coordinating field changes from the approved permit based on found conditions
- Ensuring temporary traffic control is used
- Ensuring erosion control measures are followed
- Ensuring restoration is complete
- Being a contact for resident concerns and questions
- Assisting city locate staff in Gopher State One Call (GSOC) locating city facilities (curb stops, gate valves, watermain, and sewer)
 - We understand city staff will respond to GSOC and be responsible for locating/marketing the location of underground city utilities, including marking as complete with GSOC. The city will retain those responsibilities but may seek support from the consultant to a lesser and limited degree.
- Locating GPS curb stops for a city GIS inventory
- Reviewing permit applications as needed

PROJECT SCHEDULE & STAFFING PLAN

We understand the work will proceed from March 2025 and continue through December 2025.

A project staffing plan has been tailored by Bolton & Menk to meet the specific support needs of city staff. In addition to qualified staff experienced in successfully serving the City of Plymouth, Bolton & Menk has arranged for a subconsultant, Zone One Locating, which is properly qualified and specializes in utility locating to support the city.

These services will be performed as needed by the fiber optic utility installation locate requests and organized by our planned project lead, Nick Pawlak. Should the scale of these utility installations across multiple companies require additional lead staff, we have also reserved Arianna Lerch as a secondary lead to meet the city's needs. Both of these individuals have demonstrated positive experience with the City of Plymouth during construction and therefore have a good understanding of city expectations, procedures, and standards. In addition to these primary team members, we anticipate the use of at least two additional Bolton & Menk staff as well as up to two staff provided by Zone One Locating. Our efforts are planned to be delivered locally out of our Plymouth office on Fernbrook Lane, facilitating local care and dedication but also enabling the desired flexibility between staffing levels/responsiveness to work out of our nearby office.

Bolton & Menk staff will come equipped with resources necessary to meet the city's needs, including a tablet with GPS and data capabilities for each field representative, personal protective equipment, and transportation with strobe lights for temporary traffic safety when working on active roadways.

KEY PROJECT STAFF

The City of Plymouth can expect our team to be fully committed to the city's needs during the 2025 installations. Nick Pawlak and Arianna Lerch are planned as lead staff to be most engaged throughout the duration of the work, with Nick leading and Arianna engaging as needs emerge. Other lower-rate, support staff including a construction project representative and interns will be utilized as determined necessary. Staff from Zone One Locating will be utilized as needed throughout the execution of the work. This staffing approach establishes staffing personnel consistency and capacity for the city throughout the life of the project, addressing the city's desire for steady, predictable staffing levels and key personnel to meet the varying overtime and weekend demands. The following biographies detail the experience of the key staff being offered to the City of Plymouth.



Nick Pawlak

Design Engineer & Lead Construction Project Representative

Formally trained as a design engineer with a passion for

finding right-sized solutions through all phases of projects, Nick Pawlak debuted his professional career with Bolton & Menk in 2022. Nick is driven by his love for problem solving and working with our clients to make plans a reality. He has extensive experience in trenchless pipeline systems, having provided significant support on Golden Valley's Glenwood Avenue (CR 40) Watermain Rehabilitation project in 2022/2023 and the Old Rockford Road Watermain Rehabilitation project for the City of Plymouth in 2024. This construction phase background on trenchless pipeline installation efforts will aid the City of Plymouth in meeting the demands of the fiber optic installations throughout city right-of-way. Nick is well versed in understanding the impacts that trenchless pipeline installations can have, including needs for temporary traffic control measures, locating of underground utilities for avoidance with trenchless conduit installation, minimizing pavement disruptions and restoring those which are necessary in a timely fashion, and restoring soft surfaces to the satisfaction of cities and abutting residents. Nick has excellent communication and organizational skills, making him a well-suited leader for these efforts. Nick is planned to be 100% reserved for the life of the 2025 project.



Arianna Lerch

Design Engineer & Secondary Lead Construction Project Representative

Having started her career at Bolton & Menk in 2020, Arianna Lerch has a wealth of municipal engineering experience

through all project phases including preliminary design, final design, permitting, and construction. Arianna's skill set is founded in years as a full-time construction observer on projects ranging from development to park improvements to street and utility reconstructions. She is passionate about delivering projects for communities that benefit residents' daily lives, as exemplified on multiple successful projects in the City of Plymouth as a construction observer, including the 2022 Vicksburg Lane Rehabilitation and subsequent 2023 landscaping, 2024 City Center Pavement Rehabilitation project, and 2024 Nathan Lane Pavement Rehabilitation project. As work on these fiber optic utility installations ramp up, Arianna is well equipped to serve as a secondary lead construction project presentative, enabling the city to split up the workload by installer region. Arianna is 100% reserved for the life of the 2025 project.

PROPOSED FEES

A detailed cost breakdown including hours is shown on the attached Detailed Fee Estimate. Our total proposed hourly based, not-to-exceed fee for this project totals \$749,785 for an estimated 5,615 cumulative person hours. The Detailed Fee Estimate illustrates our planned intent to provide a flexible staff arrangement and is our confirmation that staffing is anticipated to require 5 people but can ramp up or down as needed.

DETAILED FEE ESTIMATE

Client: City of Plymouth								
Project: 2025 Right of Way Fiber Optic Field Representation Work								
TASK NO.	WORK TASK DESCRIPTION	Lead Const. Project Rep.	Secondary Lead Const. Project Rep.	Support Construction Project Rep.	Intern	Subconsultant	Total Hours	Total Cost
1.0	Preconstruction Meeting / Protocol Coordination: February/March 2025	10	10	0	0	5	25	\$3,735
2.0	March - May 2025 ROW Inspection	325	260	140	0	520	1245	\$171,500
3.0	June - August 2025 ROW Inspection	520	260	585	585	650	2600	\$333,970
4.0	September - November 2025 ROW Inspection	390	195	520	0	520	1625	\$223,340
5.0	December 2025 ROW Inspection	40	40	0	0	40	120	\$17,240
TOTAL HOURS		1285	765	1245	585	1735	5615	
AVERAGE HOURLY RATE		\$168.00	\$148.00	\$133.00	\$95.00	\$115.00		
SUBTOTAL		\$215,880	\$113,220	\$165,585	\$55,575	\$199,525		
SUBTOTAL: 2025 Right of Way Fiber Optic Field Representation Work								\$749,785

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is made on the _____ day of February 2025, between the **CITY OF PLYMOUTH**, a Minnesota municipal corporation (“CITY”), and **WSB, LLC**, a Minnesota company (“ENGINEER”).

The CITY and the ENGINEER agree as follows:

1. **Contract Documents.** The ENGINEER agrees to provide engineering services to the CITY in accordance with the following contract documents which are incorporated herein by reference:

- A. This Agreement for Engineering Services.
- B. ENGINEER’s Proposal for Professional Services for 2025 Right-of-Way Fiber Optic Field Representative Work submitted on February 12, 2025.
- C. ENGINEER’s Current Hourly Fee Schedule.

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

2. **Compensation.** ENGINEER shall be paid by the CITY on an hourly basis in accordance with the hourly fee schedule but not to exceed \$742,600 inclusive of reimbursable expenses as reflected in the estimate of cost exhibit in the 2025 Right-of-Way Fiber Optic Field Representative Work Proposal. The not to exceed fees shall not be adjusted if the estimated hours to perform a task, the number of estimated required meetings or any other estimate or assumption is exceeded.
3. **Optional Services.** Not applicable.
4. **Method of Payment.** ENGINEER may request progress payments as the work is performed. The CITY will normally make payment within thirty-five (35) days of receipt of a properly itemized bill.
5. **Change Orders.** All change orders, regardless of amount, must be approved in advance and in writing by the City of Plymouth. No payment will be due or made for work done in advance of such approval.
6. **Standard of Care.** ENGINEER shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a professional engineer under similar circumstances. No other warranty, expressed or implied, is included in this Agreement or in any drawing, specification, report, or opinion

produced pursuant to this Agreement. ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of ENGINEER without additional compensation.

7. **Subcontractor.** ENGINEER shall not enter into subcontracts for services provided under this Agreement without the express written consent of the CITY, which consent shall not be unreasonably withheld. The ENGINEER shall pay any subcontractor involved in the performance of this Agreement within ten (10) days of the ENGINEER'S receipt of payment by the CITY for undisputed services provided by the subcontractor. If the ENGINEER fails within that time to pay the subcontractor any undisputed amount for which the ENGINEER has received payment by the CITY, the ENGINEER shall pay interest to the subcontractor on the unpaid amount at the rate of 1-1/2 percent per month or any part of a month. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the ENGINEER shall pay the actual interest penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the ENGINEER shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.
8. **Independent Contractor.** The CITY hereby retains the ENGINEER as an independent contractor upon the terms and conditions set forth in this Agreement. The ENGINEER is not an employee of the CITY and is free to contract with other entities as provided herein. ENGINEER shall be responsible for selecting the means and methods of performing the work. ENGINEER shall furnish any and all supplies, equipment, and incidentals necessary for ENGINEER'S performance under this Agreement. CITY and ENGINEER agree that ENGINEER shall not at any time or in any manner represent that ENGINEER or any of ENGINEER'S agents or employees are in any manner agents or employees of the CITY. ENGINEER shall be exclusively responsible under this Agreement for ENGINEER'S own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.
9. **Non-Discrimination.** During the performance of this Agreement, the ENGINEER shall not discriminate against any employee or applicants for employment because of race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, disability, or age. The ENGINEER shall post, in places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The ENGINEER shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work.
10. **Assignment.** Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party. Any Assignment in violation of this provision is null and void.

11. **Indemnification.** The ENGINEER shall indemnify and hold harmless the CITY, its officials, agents, and employees, of and from any and all claims, demands, actions, causes of action, including costs and attorney's fees, arising out of or by reason of the execution or performance of the work or services provided for herein, to the extent caused by the negligent acts, errors or omissions, willful misconduct, or breach of any substantive provision of this Agreement by the ENGINEER, its officials, agents or employees in the execution, performance, or failure to adequately perform the ENGINEER'S obligations pursuant to this Agreement.
12. **Insurance.**
- A. **General Liability.** During the term of this Agreement, ENGINEER shall maintain a general liability insurance policy with limits of at least \$2,000,000 for each person, and each occurrence, for both personal injury and property damage. This policy shall name the CITY as an additional insured for the services provided under this Agreement and shall provide that the ENGINEER'S coverage shall be the primary coverage in the event of a loss.
 - B. **Worker's Compensation.** The ENGINEER shall secure and maintain such insurance as will protect ENGINEER from claims under the Worker's Compensation Act and from claims for bodily injury, death, or property damage which may arise from the performance of ENGINEER'S services under this Agreement.
 - C. **Professional Liability Insurance.** The ENGINEER shall secure and maintain a professional liability insurance policy. Said policy shall insure payment of damages for legal liability arising out of the performance of professional services for the CITY, in the insured's capacity as ENGINEER, if such legal liability is caused by an error, omission, or negligent act of the insured or any person or organization for whom the insured is legally liable. Said policy shall provide minimum limits of \$2,000,000 with a deductible maximum of \$125,000. The policy shall also insure the indemnification obligation contained in Paragraph 10 above.
 - D. **Certificate of Insurance.** A certificate of insurance on a form acceptable to the CITY which verifies the existence of this insurance coverage must be provided to the CITY before work under this Agreement is begun.
13. **Records Access.** The ENGINEER shall provide the CITY access to any books, documents, papers, and records which are directly pertinent to the specific contract, for the purpose of making audits, examinations, excerpts, and transcriptions, for three (3) years after final payments and all other pending matters related to this Agreement are closed.

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

expenses until the effective date of termination. If, however, the CITY terminates the Agreement because the ENGINEER has failed to perform in accordance with this Agreement, no further payment shall be made to the ENGINEER, and the CITY may retain another contractor to undertake or complete the work identified in the Contract Documents. If, as a result, the CITY incurs total costs for the work (including payments to both the present contractor and a future contractor) which exceed the not to exceed amount specified in the Contract Documents, if any, then the ENGINEER shall be responsible for the difference between the cost actually incurred and the Agreement amount.

21. **Waiver of Claims for Personal Liability.** It is intended by the parties to this Agreement that ENGINEER's services shall not subject ENGINEER'S employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. Therefore, and notwithstanding anything to the contrary contained herein, the City agrees that as the CITY's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against ENGINEER, and not against any of ENGINEER's individual employees, officers or directors.

CITY OF PLYMOUTH

WSB, LLC

By: _____

By: _____

Jeffrey Wosje, Mayor

Its: _____

Reviewed By: _____

Dave Callister, City Manager

Reviewed By:  _____

Michael Thompson, Public Works Director

February 12th, 2025

Chris McKenzie, PE
Engineering Services Manager
City of Plymouth
3400 Plymouth Boulevard
Plymouth, MN 55447

**RE: 2025 Right-of-Way Fiber Optic Field Representative Work
City of Plymouth
Construction Services Proposal**

Dear Mr. McKenzie:

WSB is pleased to submit our proposal to provide Engineering Technicians for the 2025 Right-of-Way Fiber Optic Program to the City of Plymouth for the coming 2025 construction year. For this program, WSB will provide One main inspector for the full duration and up to 4 additional inspectors as the project needs are determined, that excel in detailed task completion and project documentation. The range of experience and training amongst our staff at WSB allows for greater understanding of applicable questions and concerns that may arise throughout the duration of the project. To elaborate, our staff has construction experience, as well as training through WSB University and our annual WSB Inspectors Academy Training Courses. With our staff, WSB provides the City of Plymouth with vital team members for the Right-of-Way Program who offer technical expertise, professionalism, and experience to ensure structural integrity of City streets, appropriate use of City rights-of-way that promote the health, safety and well-being of Plymouth citizens.

PROJECT UNDERSTANDING

The City of Plymouth is seeking consultant services for the role of Right-Of-Way (ROW) Utility Inspector to support the City for the duration of 2025, with the option to extend the contract for work in 2026 by amendment if needed. The city is anticipating 3 fiber optic companies to be installing nearly 2 million feet of fiber this summer in multiple areas of the city. WSB will provide a qualified and detail-orientated staff member(s) to support the city, and existing staff, with utility ROW inspections and related tasks to ensure its ROW is well-kept and free of encumbrances. Based on our previous experience in this role with the City of Bloomington and the scope of services outlined in the RFP, WSB will perform, at a minimum, the following deliverables for this contract:

PERMITS

- Ensuring companies installing fiber adhere to the approved permits.
- Work with fiber optic installation contractors to ensure proper protocols are followed.
- Review Permit Applications as needed

ON-SITE INSPECTION AND DOCUMENTATION

- Make recommendations to city staff and coordinate field changes from the approved permit based on found conditions.

- Ensuring temporary traffic control is used.
- Ensuring erosion control measures are followed.
- Ensuring restoration is complete.
- Being a contact for resident concerns and questions.
 - Consultant will receive credentials to utilize city ESRI GIS and Cartegraph asset management software.
- Assisting city locate staff in for Gopher State One Call (GSOC) locating city facilities (curb stops, gate valves, watermain and sewer)
 - City staff will respond to GSOC and mark as complete.
 - Consultant will work ahead of city locator, but ultimate responsibility is city locator.
- GPS curb stop locations for city GIS inventory

CONSULTANT TO PROVIDE

- GPS tablet or iPad that can run city's asset management software
- Cell phone to coordinate with residents and the Contractor
- PPE including vests, LED vehicle lights, boots, and hard hat
- Vehicle to navigate to many different project locations

CITY TO PROVIDE

- Paint, marking supplies and flags
- Metal detectors

As a consultant to the City of Plymouth we do not have any areas of concern with the Contract, and only request the City provide overall leadership and guidance to implementing our staff to work cohesively within the system that is already in place.

PROJECT APPROACH/SCOPE OF SERVICES

As a firm, WSB's approach to ROW utility (fiber) inspection to support the City of Plymouth has been demonstrated in previous contracts with the City of Bloomington. From these experiences, we know responsibilities and tasks associated with the inspector role and understand the importance of providing staff who are detail-orientated and can efficiently manage multiple assignments. We are experienced in the expectations for restoration quality within the ROW, proper methods of documentation, and maintaining organized and up-to-date information for each permit. Overall, we have experience performing in this role and know how to successfully complete the required responsibilities as a representative of the city. We know the expectations of the city, are familiar with their standards, processes, and staff, and are dedicated to supporting the city and their purpose of providing a clean and safe ROW.

PROJECT SCHEDULE

WSB is prepared to provide the staffing and support necessary to the City of Plymouth starting in March as stated in the RFP and continue to until services are no longer needed by the city to support their ROW utility program.

- Proposal submittal February 12th, 2025
- Contract Award February 25th, 2025
- Installation Kickoff Meeting, March 4th, 2025
- Personnel available to start onsite in March
- Staff available to continue work through the remainder of 2025, or until services are no longer needed.

PROJECT TEAM

For the Primary lead inspection role, we have thoughtfully selected an individual who is detail-orientated and organized, experienced with specifications, data tracking, and have strong communications skills. For the complete duration of this contract, we will provide Catherine Vennewitz for the role of ROW Utility (fiber) Inspector. Catherine is a construction inspector from WSB's Construction Services Group with 12 years of experience providing inspection, contract administration and material testing. Catherine is experienced in plan reviews, project documentation, inspection for compliance with contract documents, and management of multiple assignments. As a construction inspector, Catherine has been responsible for overseeing all project compliance, remotely documenting results and information using an iPad, and completing inspections on several sites on a daily basis. While performing inspections, she ensured the contractor completed work in compliance with contract documents including project plans, specifications, and standard plates. Catherine has reviewed the scope of work for this contract and is prepared to provide support to the City to deliver on all aspects of this role.

WSB is also ready to provide up to 4 additional ROW Utility (fiber) Inspectors at the request of the city and for the project needs as required.

PROPOSED FEE

The estimated cost proposal we are providing is based on the contract documents and anticipated schedule for the work. A better understanding of the level of effort needed will be realized once the contractor presents their approach and schedule to the work. WSB will provide the services as outlined in Project Approach/Scope of Services. Our budget was developed based on our understanding of the scope and experience with many similar projects. Our estimate is based on an assumed March through December timeline for the main inspector and approximate assumptions for the potential additional staff as required. The estimated cost of this project is not to exceed \$750,00.00 per the RFP. All travel time is included in the estimated fee.

This letter represents our entire understanding of the project scope. If the scope and fee appear to be appropriate, please sign on the space provided below and return one copy to our office and WSB can provide the City with a Professional Services Agreement for the work unless the City would prefer to provide the PSA. We are available to begin work once we receive signed authorization.

We appreciate the opportunity to provide you with this proposal and we are looking forward to continuing to serve your community through the completion of this project. Please do not hesitate to contact me at 612.201.6388 if you have any questions.

Sincerely,

WSB



Eric Eckman, PE
Senior Project Manager



Craig Alberg, PE
Director of Construction
Services- Metro

Attachments – Estimate of Fee

PROPOSAL FOR:

2025 Right-of-Way Fiber Optic Field Representative Work

ACCEPTED BY:

City of Plymouth, MN

Name _____

Title _____

Date _____

Attest _____



WSB

ESTIMATE OF COST - 2025 Right-of-Way Fiber Optic Project

Plymouth, Minnesota

WORK TASK							Cost
	Utility Inspector Lead C. Vennewitz	Utility Inspector	Utility Inspector	Utility Inspector	Utility Inspector	Total Hours	
Description							
CONSTRUCTION INSPECTION SERVICES							
Construction Inspection (44 weeks full time inspection, lead)	2200	1800	700	400	400	5500	\$742,600.00
Assume 44 weeks full time inspection for lead inspector. 50 hours/Week							
Assume 36 weeks full time inspection for 2nd inspector. 50 hours/Week							
Assume 14 weeks full time inspection for 3rd inspector. 50 hours/Week							
Assume 8 weeks full time inspection for 4th inspector. 50 hours/Week							
Assume 8 weeks full time inspection for 5th inspector. 50 hours/Week							
Total Hours	2200	1800	700	400	400	5500	\$742,600.00

Hourly Costs 2025	143.00	136.00	124.00	124.00	117.00		
WSB SALARY COSTS	\$314,600.00	\$244,800.00	\$86,800.00	\$49,600.00	\$46,800.00		\$742,600.00
TOTAL CONSTRUCTION SERVICES PROJECT COST							\$742,600.00

TOTAL PROJECT COST	\$742,600.00
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CITY OF PLYMOUTH

RESOLUTION No. 2025-062

RESOLUTION DESIGNATING CONSULTING ENGINEERS FOR THE 2025 RIGHT OF WAY FIBER OPTIC FIELD REPRESENTATIVE WORK (ENG24001)

WHEREAS, three fiber optic companies are anticipating 2 million feet of fiber optic installation in the 2025 construction season; and

WHEREAS, it is the goal of the fiber optic companies to provide high speed fiber optic internet to every property in the city; and

WHEREAS, cost competitive high speed fiber optic internet is an amenity and advantage to the businesses and residents of Plymouth; and

WHEREAS, installation within the public right of way needs to be managed; and

WHEREAS, consultant field representatives will be necessary to supplement city staff to meet the demands associated with the anticipated volume of fiber optic installation and ensure that the public right of way is adequately managed; and

WHEREAS, staff recommends that Bolton & Menk, Inc. and WSB, LLC be designated as the consulting engineers for this project.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that Bolton & Menk, Inc. and WSB, LLC are designated as the city's consulting engineer for the 2025 Right of Way Fiber Optic Field Representative Work (ENG24001) in the amount of \$749,785 and \$742,600 respectively, or \$1,492,385 total.

BE IT FURTHER RESOLVED that the funding for this agreement shall be funded through right of way permit fee revenue from the fiber optic companies.

APPROVED by the City Council on this 25th day of February 2025.

To: Dave Callister, City Manager

Prepared by: Lori Sommers, Senior Planner

Reviewed by: Grant Fernelius, CED Director

Item: **Continue the consideration of a Comprehensive Plan Amendment and Transportation Plan Amendment for the Hamel Lumber property located at 18710, 18800, and 18810 State Highway 55 (North Shore Development Partners -- 2024085)**

1. Action Requested:

Continue the consideration of a Comprehensive Plan Amendment and Transportation Plan Amendment to allow the applicant to combine it with the incoming applications for preliminary plat and rezoning for the Hamel Lumber property located at 18710, 18800, and 18810 State Highway 55 to April 22, 2025.

2. Background:

On January 28, 2025, the City Council tabled the request to February 25, 2025, to allow the applicant to gather more information. The applicant has reached out to staff and indicated they would like to pause the current land use application and submit separate applications for the project with the additional details that council requested. The project will be brought before the council at a later date once the new applications (preliminary plat, rezoning) have been submitted and processed according to the required procedures. Staff is recommending that this item be continued to April 22, 2025. If the applicant is unable to meet this deadline, an additional extension would be needed at that time.

3. Budget Impact:

N/A

4. Attachments:

1. Extension Request

Lori Sommers

From: Matt Alexander <malexander@northshoredp.com>
Sent: Friday, February 14, 2025 12:15 PM
To: Lori Sommers; Josh McKinney
Subject: Re: 2024085: Extension

Great, thank you.

From: Lori Sommers <lsommers@plymouthmn.gov>
Date: Friday, February 14, 2025 at 12:01 PM
To: Matt Alexander <malexander@northshoredp.com>, Josh McKinney <jmckinney@measuregrp.com>
Subject: RE: 2024085: Extension

Thanks!
The extension then would be to April 22, 2025.

Lori Sommers, AICP, LEED AP | Senior Planner
City of Plymouth
3400 Plymouth Boulevard
Plymouth, MN 55447
Phone: 763.509.5457

From: Matt Alexander <malexander@northshoredp.com>
Sent: Friday, February 14, 2025 11:54 AM
To: Lori Sommers <lsommers@plymouthmn.gov>; Josh McKinney <jmckinney@measuregrp.com>
Subject: Re: 2024085: Extension

Lori –
My apologies, I meant to send this out earlier this week. I'd like to start with a 60-day extension on the current comprehensive plan amendment request. Please let me know if you need anything else from me.

Best,

Matt

MATT ALEXANDER PRINCIPAL

NORTH SHORE DEVELOPMENT PARTNERS
235 LAKE STREET EAST, SUITE 300, WAYZATA MN 55391
NORTHSHORED.P.COM

MOBILE 952.250.5485
MALEXANDER@NORTHSHORED.P.COM

From: Lori Sommers <lsommers@plymouthmn.gov>

Date: Friday, February 14, 2025 at 10:11 AM

To: Matt Alexander <malexander@northshoredp.com>, Josh McKinney <jmckinney@measuregrp.com>

Subject: 2024085: Extension

Hello.

Just checking in, I have not received your request for an extension yet.

I need to get a memo into the Council packet for the meeting on the 25th noting what your next steps are by Monday afternoon.

If you could email me over a request to extend the statutory timeline today, that would be great.

Since we don't know how long it will take for you to submit and go through the process, I would suggest starting with a minimum 120 days.

This would bring you to June 21, 2025, or feel free to put a later date if you know you need additional time.

If you have any questions or jump on a call, please let me know.

Thanks!

Lori Sommers, AICP, LEED AP | Senior Planner

City of Plymouth

3400 Plymouth Boulevard

Plymouth, MN 55447

Phone: 763.509.5457

To: Dave Callister, City Manager

Prepared by: Jodi Gallup, City Clerk

Reviewed by: Maria Solano, Deputy City Manager

Item: **Approve the 2025 Work Plans and Advisory Board Officer Appointments for the Planning Commission, Environmental Quality Committee, Housing and Redevelopment Authority, Destination Marketing Organization Advisory Board, and Park and Recreation Advisory Commission**

1. Action Requested:

Approve the 2025 Work Plans and Advisory Board Officer Appointments for the Planning Commission, Environmental Quality Committee, Housing and Redevelopment Authority, Destination Marketing Organization Advisory Board, and Park and Recreation Advisory Commission.

2. Background:

Each year, advisory boards create an annual work plan to be approved by the City Council. Advisory boards approved their draft work plans at the following meetings:

- Planning Commission: December 18
- Housing and Redevelopment Authority: December 5
- Park and Recreation Advisory Commission: January 9
- Environmental Quality Committee: December 11
- Destination Marketing Organization: January 22

Advisory boards appointed the following officers for 2025:

- Planning Commission: Michael Boo, Chair; Marc Anderson, Vice Chair
- Park and Recreation Advisory Commission: Hannah Wegner, Chair; Ann Hoekstra, Vice Chair

- Environmental Quality Committee: Robert Blakely, Chair; Kate Dmytrenko, Vice Chair
- Housing and Redevelopment Authority: James Williams, Chair; Kim Vohs, Vice Chair; Wayne Peterson, Secretary
- Destination Marketing Organization: Tim Naumann, Chair; Troy Reding, Vice Chair

3. Budget Impact:

N/A

4. Attachments:

1. HRA Work Plan
2. Planning Commission Work Plan
3. EQC Work Plan
4. DMO Work Plan
5. PRAC Work Plan

Commission Purpose

The Plymouth Housing and Redevelopment Authority (HRA) promotes and contributes to the economic health of the community through the creation and maintenance of affordable, workforce and life-cycle housing and active participation in the City's development and redevelopment processes.

	GOALS/PLANNING	Strategic Themes
ON-GOING	Monitor the HRA's housing programs and services; the operations and finances of two senior buildings.	☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A
FIRST QUARTER	- Evaluate local 4d tax incentive program - Review HRA legislative priorities and recommendations - Review CDBG Annual Action Plan	☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A ☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A ☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A
SECOND QUARTER	- Evaluate new programming for Naturally Occurring Affordable Housing (NOAH) - Review HRA budget and tax levy - Review Met Council Livable Communities Act (LCA) program grant opportunities	☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A ☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A ☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A
THIRD QUARTER	- Review HRA Strategic Plan - Joint study session with City Council - Review Housing Choice Voucher Administrative plan - Evaluate Local Housing Trust Fund (LHTF)	☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A ☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A ☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A
FOURTH QUARTER	- Review annual Work Plan and new initiatives for 2026 - Adopt HRA budget and tax levy	☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A ☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A

2025 Work Plan

City Council Strategic Themes

- City Center 2.0 - Reimagining Plymouth City Center – the city's central area – remains a top priority for City Council. Known as City Center 2.0, the city's long-term vision involves exploring land uses and improving infrastructure to encourage redevelopment that will draw people to the area and support commerce, art, recreation, inclusion and community vitality.
- Redevelopment Vision - The primary objective of this theme is to consider how Plymouth can articulate its vision for long-range redevelopment citywide. The city will work to establish clear expectations for projects while partnering with developers to meet the desired outcomes.
- Environment - Plymouth's environmental efforts remain a priority, and the city will examine its impact and commitment to stewardship.
- City of Choice - City Council determined that the city must build on its strengths in order to remain a city of choice for residents, businesses, organizations, visitors and events.

Commission Purpose

1. To prepare a Comprehensive Plan for the future development of the city to be submitted to the Council for implementation and to recommend amendments of the Plan to the Council periodically as may be necessary or desirable.
2. To initiate, direct, and review, from time to time, a study of the provisions of the Zoning Ordinance and the subdivision regulations and to report to the Council its advice and recommendations with respect thereto.
3. To study applications and proposals for amendments to the Zoning Ordinance and applications for special permits and to advise the Council of its recommendations thereon.
4. To study preliminary plats and to advise the Council of its recommendations thereof.
5. To act in an advisory capacity to the Council in all matters wherein powers are assigned to the Council by the Charter or state law, concerning comprehensive planning, zoning, platting, changes in streets, and other matters of a general planning nature.

	GOALS/PLANNING	Strategic Priorities
ON-GOING	- Review applications, hold public hearings and make recommendations to the City Council. - Educational opportunities (e.g. SLUC lunches) sent to PC.	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☒ N/A
FIRST QUARTER	- Appoint Commission Chair & Vice Chair - Annual City Code Updates - Annual Report (CED) Routed as Informational - City Attorney training and work session	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☒ N/A ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☒ N/A ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☒ N/A
SECOND QUARTER	- Educational Topic – Housing Summit – Joint Work Session with PC + HRA, City Attorney focusing on what we can impact, homeownership options, and PC roles related to Housing. Information on Missing Middle Housing provided. - Educational Topic – Economic Development 101 – educational session with Ehlers	☐ 1 ☒ 2 ☐ 3 ☒ 4 ☐ N/A
THIRD QUARTER	Educational Topic #2 (Staff Presentation) – Comprehensive Plan 101	☒ 1 ☒ 2 ☒ 3 ☒ 4 ☐ N/A
FOURTH QUARTER	Educational Topic/Potential Code Amendment #3 - Architectural Standards (research + code amendments), including TOD, walkability/sidewalks. Make sure we get ahead of any potential changes at the state level.	☐ 1 ☒ 2 ☐ 3 ☒ 4 ☐ N/A

City Council Strategic Themes

1. City Center 2.0 - Reimagining Plymouth City Center – the city’s central area – remains a top priority for City Council. Known as City Center 2.0, the city's long-term vision involves exploring land uses and improving infrastructure to encourage redevelopment that will draw people to the area and support commerce, art, recreation, inclusion and community vitality.
2. Redevelopment Vision - The primary objective of this theme is to consider how Plymouth can articulate its vision for long-range redevelopment citywide. The city will work to establish clear expectations for projects while partnering with developers to meet the desired outcomes.

3. Environment - Plymouth's environmental efforts remain a priority, and the city will examine its impact and commitment to stewardship.
4. City of Choice - City Council determined that the city must build on its strengths in order to remain a city of choice for residents, businesses, organizations, visitors and events.

Commission Purpose

To provide guidance for the review, consideration, initiation, and recommendation to the City Council such policies, plans or projects which will enhance and preserve the natural environment of the City. The EQC's scope includes but is not limited to matters of water quality, wetland preservation, ground water protection, solid waste collection and disposal, recycling and reuse programs, ecological preservation, erosion control, and air, noise, and light pollution.

	GOALS/PLANNING	Strategic Priorities
ON-GOING	- GreenStep Cities implementation - Community Resiliency Plan development - Volunteer participation and community leadership at events - Climate Action Plan & Energy Action Plan	☒ 1 ☒ 2 ☒ 3 ☒ 4 ☐ N/A ☒ 1 ☒ 2 ☒ 3 ☒ 4 ☐ N/A ☒ 1 ☒ 2 ☒ 3 ☒ 4 ☐ N/A ☒ 1 ☒ 2 ☒ 3 ☒ 4 ☐ N/A
FIRST QUARTER	- Refresher, Committee Orientation and Organization - Appoint Committee Chair & Vice Chair - Update Committee Mission/Organization Statement - Environmental Academy Introduction and Planning - Utility Rebate Matching Pilot Program	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☒ N/A ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☒ N/A ☐ 1 ☐ 2 ☒ 3 ☒ 4 ☐ N/A ☐ 1 ☐ 2 ☒ 3 ☐ 4 ☐ N/A ☐ 1 ☐ 2 ☒ 3 ☐ 4 ☐ N/A
SECOND QUARTER	- Adopt-A-Street (Spring) - Drop off Day Evaluation - Environmental Academy Planning - Energy Action Plan	☐ 1 ☐ 2 ☒ 3 ☒ 4 ☐ N/A ☐ 1 ☐ 2 ☒ 3 ☒ 4 ☐ N/A ☐ 1 ☐ 2 ☒ 3 ☐ 4 ☐ N/A ☒ 1 ☒ 2 ☒ 3 ☒ 4 ☐ N/A
THIRD QUARTER	- Environmental Academy Planning & Sessions - TMDL and MS4 Permit Review - SWPPP Public Information Meeting - Climate Action Plan Introduction *	☐ 1 ☐ 2 ☒ 3 ☐ 4 ☐ N/A ☐ 1 ☐ 2 ☒ 3 ☐ 4 ☐ N/A ☐ 1 ☒ 2 ☒ 3 ☐ 4 ☐ N/A ☒ 1 ☒ 2 ☒ 3 ☒ 4 ☐ N/A
FOURTH QUARTER	- Environmental Academy Sessions - Climate Action Plan Draft Review * - FEMA Flood Mitigation Map Changes	☐ 1 ☐ 2 ☒ 3 ☐ 4 ☐ N/A ☒ 1 ☒ 2 ☒ 3 ☒ 4 ☐ N/A ☐ 1 ☐ 2 ☒ 3 ☒ 4 ☐ N/A

*Climate Action Plan could include but isn't limited to: Transportation, Land Use, Buildings, Energy, Waste Management, Water, Wastewater, Stormwater & Community Resilience.

City Council Strategic Themes

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Commission Purpose

To promote Plymouth as a City of choice – offering vibrant activities and events, quality dining, robust hotel options, engaging attractions, and premier recreation opportunities while fostering economic impact and enhancing the quality of life.

2025 Work Plan

	GOALS/PLANNING	Strategic Priorities
ON-GOING	Work in an advisory capacity regarding marketing initiatives to promote Plymouth as a destination.	☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A
FIRST QUARTER	- Commission orientation - Appoint Commission Chair & Vice Chair - Plan Yearly Marketing Initiatives 2024 Goal Review	☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A ☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A ☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A ☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A
SECOND QUARTER	- Annual Report - 2024 - Annual Meeting – 2025 - Quarterly Special Event Review/Upcoming Event Update - City Center Update	☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A ☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A ☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A ☐ 1 ☒ 2 ☐ 3 ☒ 4 ☐ N/A
THIRD QUARTER	2026 Goals - Review Marketing Initiatives - Quarterly Special Event Review/Upcoming Event Update	☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A ☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A ☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A
FOURTH QUARTER	- Strategic Plan Review - Review Marketing Initiatives - Quarterly Special Event Review/Upcoming Event Update	☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A ☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A ☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A

City Council Strategic Themes

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2025 Work Plan

	GOALS/PLANNING	Strategic Priorities
ON-GOING	Review current and future community park and recreation needs, programs, and facilities and recommend actions which will promote the implementation of the City's Park and Recreation plans	☒ 1 ☐ 2 ☒ 3 ☐ 4 ☐ N/A
FIRST QUARTER	- Appoint Commission Chair & Vice Chair (January) - Aquatics Update (January) - Inclusion Update (January) - PRAC 2025 Work Plan (January) 2025 Special Events (January) - Annual Capital Project Update (January) - Volunteer Update (February) - Parks & Forestry Update (February) - Plymouth Community Center Update (March) 2024 Annual Report (March) - City Center/Public Art Update (March) - Plymouth Community Center and Recreation Survey Results Update (March)	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☒ N/A ☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A ☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☒ N/A ☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A ☒ 1 ☒ 2 ☒ 3 ☒ 4 ☐ N/A ☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A ☐ 1 ☐ 2 ☒ 3 ☒ 4 ☐ N/A ☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☒ N/A ☒ 1 ☐ 2 ☐ 3 ☐ 4 ☐ N/A ☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ N/A
SECOND QUARTER	Annual Parks Tour (June)	☐ 1 ☐ 2 ☒ 3 ☐ 4 ☐ N/A
THIRD QUARTER	- Fees and Policies (September) - Plymouth Ice Center Update (September) - Boulevard Park (formerly known as Prudential) Master Plan (September) - Hello Plymouth! Destination Marketing Organization Update (September)	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☒ N/A ☒ 1 ☒ 2 ☐ 3 ☐ 4 ☒ N/A ☐ 1 ☒ 2 ☒ 3 ☐ 4 ☐ N/A ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☒ N/A
FOURTH QUARTER	2026 Meeting Schedule (November) - Smart Tree Inventory Update (November)	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☒ N/A ☐ 1 ☐ 2 ☒ 3 ☐ 4 ☐ N/A

City Council Strategic Themes

- City Center 2.0 - Reimagining Plymouth City Center – the city's central area – remains a top priority for City Council. Known as City Center 2.0, the city's long-term vision involves exploring land uses and improving infrastructure to encourage redevelopment that will draw people to the area and support commerce, art, recreation, inclusion and community vitality.
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To: Dave Callister, City Manager

Prepared by: Chris Leiseth, IT Manager

Reviewed by: Maria Solano, Deputy City Manager

Item: **Approve purchase of Lenovo Azure Local solution for city's compute and storage needs.**

1. Action Requested:

Adopt resolution approving purchase of Lenovo Azure Local solution for city's compute and storage needs.

2. Background:

The Lenovo Azure Local solution costing \$235,974 will cover the city's compute and storage needs for the next five years. This is the hardware and software that allows the city to run its 65 plus servers in a virtual environment on premise. A large portion of the city's current expenses related to the virtual environment are coming to end of life in the next two years. The current software used for virtualization has tripled in price, which will drive up costs significantly if the city continues down the same path.

3. Budget Impact:

By refreshing the virtual environment solution this year, the city will save over \$570,000 in hardware and software costs over the next five years versus renewing the existing hardware and software. The \$235,974 cost for this solution will be funded through the Information Technology Fund.

4. Attachments:

1. Quote
2. City Council Resolution 2025-063

Data Center Refresh (Lenovo)
Quote #363257 v3
Prepared For:
City of Plymouth

 Chris Leiseth
 3400 Plymouth Boulevard
 Plymouth, MN 55447

P: (763) 509-5000

E: cleiseth@plymouthmn.gov

Prepared By:
Minneapolis Area Office

 Mark Laqua
 101 Broadway Avenue West Suite 106
 Osseo, MN 55369

P: 920-788-7720

E: mlaqua@hbs.net

Date Issued:
02.18.2025
Expires:
02.28.2025

Lenovo		Price	Qty	Ext. Price
7D6US10700	MX630 V3 IS	\$39,219.75	3	\$117,659.25
5WS7B99246	5Yr Premier NBD Resp ThinkAgile IS MX630 V3	\$3,730.05	3	\$11,190.15
5AS7B17244.	Hardware Installation (Business Hours) for MX630 V3/V4	\$400.00	3	\$1,200.00
5PS7B99261	5Yr KYD Add-On ThinkAgile IS MX630 V3	\$112.50	3	\$337.50
7D6US10800	MX630 V3 IS	\$38,888.10	2	\$77,776.20
5WS7B99246	5Yr Premier NBD Resp ThinkAgile IS MX630 V3	\$3,730.05	2	\$7,460.10
5AS7B17244.	Hardware Installation (Business Hours) for MX630 V3/V4	\$400.00	2	\$800.00
5PS7B99261	5Yr KYD Add-On ThinkAgile IS MX630 V3	\$112.50	2	\$225.00
5MS7B09464	THINKAGILE MX ONSITE DEPLOY BASE ADDL NODE	\$9,113.00	1	\$9,113.00
5MS7B09465	THINKAGILE MX ONSITE DEPLOY BASE ADDL NODE	\$1,404.00	1	\$1,404.00
5MS7B09465	THINKAGILE MX ONSITE DEPLOY BASE ADDL NODE	\$1,404.00	2	\$2,808.00

LENOVO INSTALL AND ONSITE DEPLOYMENT

DM and DG:

Scope of Work

1. Verify physical installation matches customer order.
 - a. (Note: Physical installation is not part of this scope of work but can be ordered separately).
2. Verify physical network, san, and power cabling, is correct per cabling diagram
3. Verify latest recommended firmware and software levels are installed on the storage system.
4. Perform initial configuration of the storage system per customer requirements, including:
 - a. Initialize storage system Operating System (OS). Verify version and type (9.x example 9.12.1N or 9.12.1E)
 - b. Create a management account and confirm client access.
 - c. Enable storage failover.
 - d. Connect up to five (5) hosts to the storage system. (CIFS, NFS, iSCSI, or FCP)
 (Note: Customer is responsible for any zoning or network configuration, or the installation of host attachment kits on host servers)
 - e. Configure a volume and map (export, share) to configured hosts.
 - f. Assist client with verifying connection to storage volume and discovery of storage at server host.
 - g. Configure Auto Support and event notification.
 - h. Perform basic tests on storage failover and giveback.
 - i. Perform system validation and document results. (To be completed with Config Advisor)

Lenovo		Price	Qty	Ext. Price
5. Perform up to two (2) hours of knowledge transfer. a. Provide a quick tour of the Lenovo Support Site. b. Register the system. c. Run Config Advisor and verify known good state, export and provide to customer d. Recommended optional monitoring software: Unified Manager e. Recommended for VMWare: ONTAP Tools for Vmware vSphere (OTV)				
DE				
Scope of Work				
1. Verify physical installation matches customer order. a. (Note: Physical installation is not part of this scope of work but can be ordered separately). 2. Verify physical network, san, and power cabling, is correct per cabling diagram. 3. Verify latest firmware and software levels are installed on the storage system. 4. Perform initial configuration of the storage system per customer requirements, including: a. Initialize storage system Operating System (OS). b. Create a management account and confirm client access. c. Create up to two (5) hosts on the storage system. (iSCSI, SAS, or Fiber Channel Protocol) - d.(Note: Customer is responsible for any zoning or network configuration, or the installation of host attachment kits on host servers) e. Configure a test volume and map to configured hosts. f. Assist client with verifying connection and discovery of storage at server host. g. Configure Auto Support and event notification. h. Perform basic tests of controller failover. i. Perform system validation and document results. 5. Perform up to two (2) hours of on-site skills transfer. a. Provide a quick tour of the Lenovo Support Site. b. Register the system on support site https://support.lenovo.com/us/en/productregistration#/ c. Collect Storage Array Profile: Support Support Center Storage Array Profile				
Subtotal				\$229,973.20
CSP Server Subscription (Recurring) 3 year term - billed annually		Recurring	Qty	Ext. Recurring
<i>For the subscription(s) included in this quote, pricing is effective for the duration of the term. Quantities cannot be reduced or cancelled after the first 7 calendar days after the order is placed. This subscription is the start of a 36-month term billed annually subscription. At the end of the term, subscriptions will automatically renew into the same term duration and billing frequency, unless otherwise modified by HBS upon your request.</i>				
CSP-D-DG7GMGF0PW HD:0006-12MO-3YR	Windows Server 2025 Datacenter - 8 Core License Pack 3 Year Windows Server 2025 Datacenter - 8 Core License Pack 3 Year, paid annually - Commercial	\$1,333.33	12	\$15,999.96
Total of \$15,999.96 is for Year 1 of a 3 Year Term. Renewal Quotes as Follows: Year 2 = \$15,999.96. Year 3 = \$15,999.96				
Recurring Subtotal				\$15,999.96
Services		Price	Qty	Ext. Price
HBS-FLEX-SERVICES	HBSFLEX Services Flexible Services block- Rates for services based on attached HBS FLEX Volume Service Schedule	\$6,000.00	1	\$6,000.00
Subtotal				\$6,000.00

Non-Returnable/Non-Refundable Language

Misc Note:

Customer understands that all orders for Lenovo are final when accepted by Lenovo. No cancellations, returns, exchanges or refunds are allowed.

Quote Summary	Recurring	One-Time
Lenovo	\$0.00	\$229,973.20
CSP Server Subscription (Recurring) 3 year term - billed annually	\$15,999.96	\$0.00
Services	\$0.00	\$6,000.00
Total:	\$15,999.96	\$235,973.20

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 20% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns, cancellations or order changes are accepted by HBS without prior written approval. This quote and any attached agreement are not subject to termination without cause or for convenience. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. Customer may issue a purchase order for administrative purposes only. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2021.v1.0 or later, or the parties have executed a current master services agreement, the signed agreement shall control over any conflicting terms in the version on the website. If a current master services agreement does not cover the purchase of products, the ST&Cs located on the website shall govern the purchase of products. Certain purchases also require customer to be bound by end user terms and conditions. A list of end user terms and conditions related to various manufacturers and vendors is set forth at <https://www.hbs.net/End-User-Agreements>. Any purchase that customer makes is also governed by the applicable end user terms and conditions, which are incorporated herein by reference. If customer has questions about whether end user terms and conditions apply to a purchase, customer shall contact HBS. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order, unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. Customer shall ensure that all invoices are timely paid as stated in Section 2 of the ST&Cs, regardless of whether Customer has a financing or leasing company or other third-party issue the purchase order. In the event that a third-party issues the purchase order, Customer shall be required to sign this Quote for purposes of approving the order. QT.2024.v2.0

Acceptance		
Minneapolis Area Office		City of Plymouth
Mark Laqua		
Signature / Name	Signature / Name	Initials
02/18/2025		
Date	Date	

HBSFLEX Service Schedule 2 - July 2024

Schedule to the attached Quote between HBS and the customer ("Customer"). The parties hereby agree as follows:

1. The terms of this Schedule shall govern in the event of a conflict between the terms of the attached Quote and the terms of this Schedule.
2. Pricing. Customer agrees to pay HBS based upon the hourly rates described below. Pricing does not include applicable sales tax which will be charged at time of invoicing.
3. Travel. Travel will be billed to Customer at the rates below based on one-way travel from the closest HBS office.
4. Prepayment. The hourly rates described below only apply to the prepaid HBSFLEX Agreement described in the attached Quote.
5. Expiration. Each HBSFLEX Agreement automatically expires 18 months after the date of invoice for that HBSFLEX Agreement. HBSFLEX Agreements may not be used to purchase products.
6. Additions. Should HBS elect, in its sole discretion, to allow the remaining funds of a previously issued HBSFLEX Agreement to be added onto a new HBSFLEX Agreement, the rate schedule below will apply to all such funds.

SS.2024.V1.0

HOURLY SERVICES BILLING SCHEDULE (time is billed in 15 minute increments)

Engineer Work Role	Hourly Rate
Cabling	\$100
AV Tech I Break-Fix I Cisco Collaboration I ESRM Coordinator I Help Desk I Physical Security Engineer I Project Coordinator Project Manager I	\$120
AV Engineer II Cabling II Cabling Project Manager II Cisco Collaboration II Cloud Engineer II Enterprise Engineer II Help Desk II HBS Data Center Engineer II Imaging Technician II Mitel Collaboration II Network Operations Center II Physical Security Engineer II Project Manager II SMB Engineer II	\$160
AI III Apps Business Consulting III AV Engineer III Cisco Collaboration III Cloud Engineer III Custom Development III Data Analytics III D365 Consultant III D365 / Modern Work Consultant III Enterprise Engineer III Imaging Technician III Mitel Collaboration Engineer III Network Operations Center III Physical Security Engineer III Project Manager III SQL III	\$195
AI IV Cisco Collaboration IV Cloud Architect IV Data Analytics IV D365 Senior Consultant IV Enterprise Technical Engineer IV ERP/Dynamics GP IV InfoSec Consultant IV InfoSec SOC Consultant IV Project Manager IV SMB Engineer IV SQL IV	\$215

AI V Applications Architect V Cisco Collaboration V Cloud Architect V Data Analytics V D365 Custom Dev V Enterprise Principal Engineer V ERP/Dynamics GP V SQL V	\$240
Business Technology Consultant VI Enterprise Principal Engineer VI Cloud Architect VI Cloud Architect - InfoSec VI Collaboration Architect VI Data Analytics VI	\$290
InfoSec Consultant VII InfoSec SOC Consultant VII	\$335
On Call Pager	\$250
After Hours Rate - Before 8am or after 5pm CST - Weekends & Company Recognized Holidays	1.5x Base Rate

CITY OF PLYMOUTH

RESOLUTION No. 2025-063

RESOLUTION APPROVING PURCHASE OF LENOVO AZURE LOCAL SOLUTION

WHEREAS, the city has a need to upgrade and replace its current hardware and software for the city's compute and storage needs; and

WHEREAS, the Lenovo Azure Local solution has been identified as the most cost efficient and effective option; and

WHEREAS, implementing this solution will save the city over \$570,000 in hardware and software costs over the next five years; and

WHEREAS, sufficient funds are available in the Information Technology Fund to accommodate this purchase.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that an expenditure of up to \$235,974 from the information technology fund to purchase the Lenovo Azure Local solution is approved.

APPROVED by the City Council on this 25th day of February, 2025.

To: Dave Callister, City Manager

Prepared by: Erik Fadden, Public Safety Director

Reviewed by: Erik Fadden, Public Safety Director

Item: **Approve contract with Flock Group Inc for automatic license plate reader technology**

1. Action Requested:

Approve resolution authorizing the City of Plymouth to enter into an agreement with Flock Group Inc.

2. Background:

In early 2024, the police department began the process of installing ten license plate reader cameras (LPR's). The LPR's are leased from Flock Safety (AKA: Flock Group Inc). Flock Safety has a large footprint in the Twin Cities Metropolitan Area. During the procurement process, Police Department staff worked with Flock Safety Engineers to identify strategic locations for the installation of LPR's throughout the city. Factors included traffic volume, the ability for officers to reasonably locate vehicles of interest identified by the system, and locations on roadways that are identified as main thoroughfares entering the City of Plymouth. The initial implementation included eight permanently mounted LPRs and two portable LPR's for use at staff discretion based on workload, case investigations, time of year, etc. When a vehicle that is wanted (i.e.: stolen, wanted in connection with a crime, missing or endangered person, etc.) passes an LPR, an alert is sent to the squad phone and computer of every on-duty patrol officer within seconds. It allows officers to respond to the area in a timely manner in hopes of locating the wanted vehicle. Since implementation, staff have had numerous successful outcomes that originated from an LPR alert. These include locating and recovering numerous stolen motor vehicles, locating theft and burglary suspects, locating a stolen vehicle that was taken in a carjacking in southern Minnesota and arresting the suspects without incident. The department's current LPR's are placed strategically along arterial roadways in Plymouth along County Road 101, Vicksburg Lane, Rockford Road, Northwest Boulevard and County Road 6. After experiencing

clear and measurable success with the current LPR's, Flock Safety Engineers have reviewed with staff the remaining locations of the city to determine what gaps need to be filled with additional LPR's to provide adequate coverage citywide. It has been determined that eight additional locations would adequately cover all major arterial roadways in the City of Plymouth.

3. Budget Impact:

The current leasing costs for operating ten Flock Safety LPR's (eight permanent/two portable) is \$31,000 annually. The estimated cost for eight additional Flock Safety LPR's is \$29,885 for installation and the first year of service, then \$26,000 annually thereafter. Current annual costs of \$31,000 have been paid through public safety aid funding. If approved, staff requests the utilization of public safety aid for the installation of and fees for the additional LPR's in 2025 (\$29,885) and for 2026 leasing costs for all 18 LPR's (estimated total of \$57,000). The total cost of \$86,885 will fund the LPR program until Dec 31, 2026. Thereafter, fees will be budgeted for through the budget process as an additional expense. The public safety aid fund balance has adequate funds to cover the request.

4. Attachments:

1. Agreement
2. Location Maps
3. LPR Policy
4. City Council Resolution 2025-064

Flock Safety + MN - Plymouth PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Bo Manor
bo.manor@flocksafety.com
+17154569138



ORDER FORM

This order form ("Order Form") hereby incorporates and includes the terms of the previously executed agreement (the "Terms") which describe and set forth the general legal terms governing the relationship (collectively, the "Agreement"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the "Effective Date")

Customer:	MN - Plymouth PD	Initial Term:	12 Months
Legal Entity Name:	MN - Plymouth PD	Renewal Term:	24 Months
Accounts Payable Email:	rtope@plymouthmn.gov	Payment Terms:	Net 30
Address:	3400 Plymouth Blvd Minneapolis, Minnesota 55447	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$26,000.00
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	7	Included
Flock Safety Long-Range LPR, fka Falcon LR	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$455.00	7	\$3,185.00
Professional Services - Advanced Implementation Fee (Long Range LPR)	\$700.00	1	\$700.00

Subtotal Year 1:	\$29,885.00
Annual Recurring Subtotal:	\$26,000.00
Discounts:	\$1,665.00
Estimated Tax:	\$0.00
Contract Total:	\$29,885.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$29,885.00
Annual Recurring after Year 1	\$26,000.00
Contract Total	\$29,885.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$1,665.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint [™] technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Flock Safety Long-Range LPR, fka Falcon LR	Law enforcement grade, long range and high vehicle speed license plate recognition camera with Vehicle Fingerprint [™] technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE. AC Power Only.
Professional Services - Advanced Implementation Fee (Long Range LPR)	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.
The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: MN - Plymouth PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

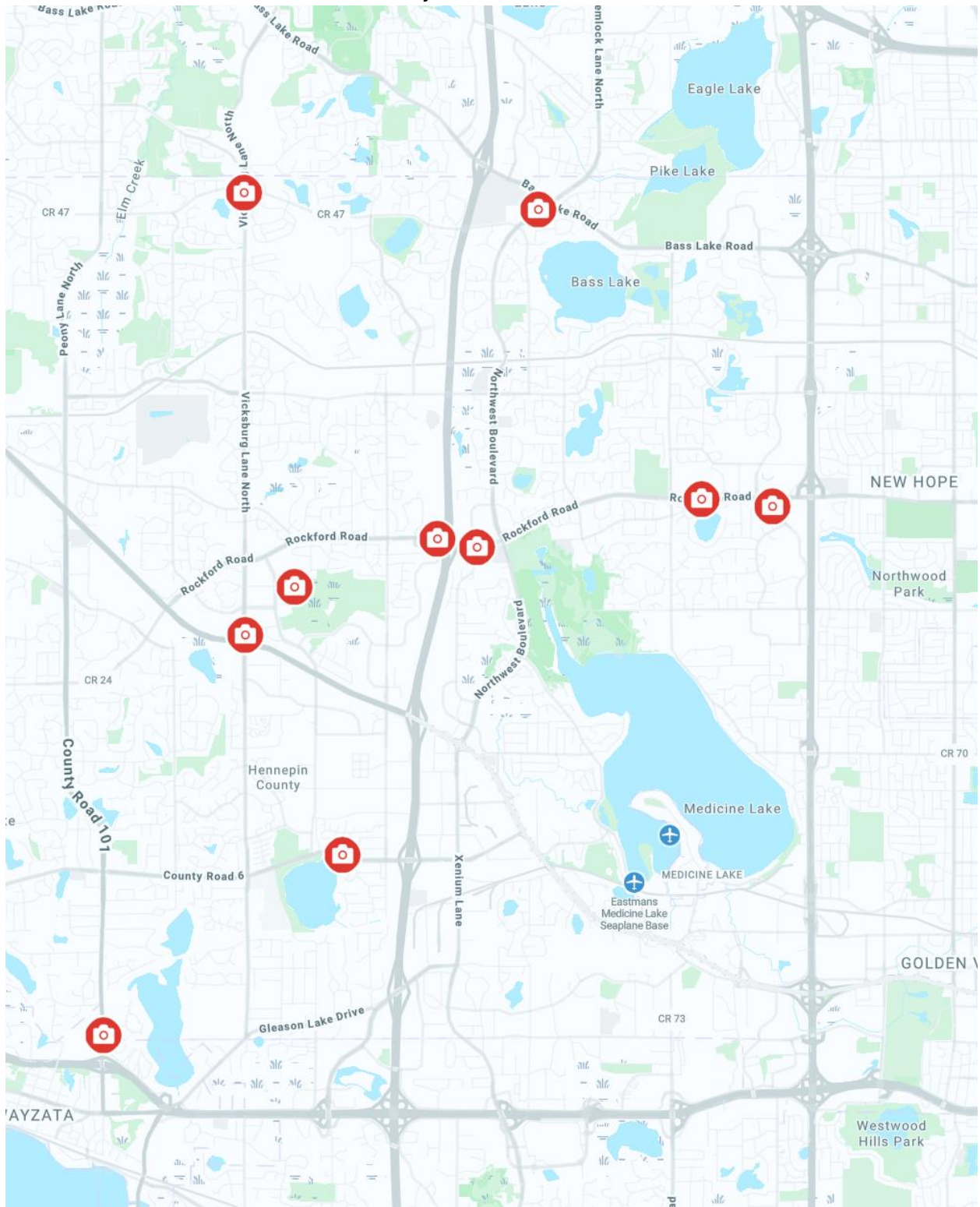
Title: _____

Date: _____

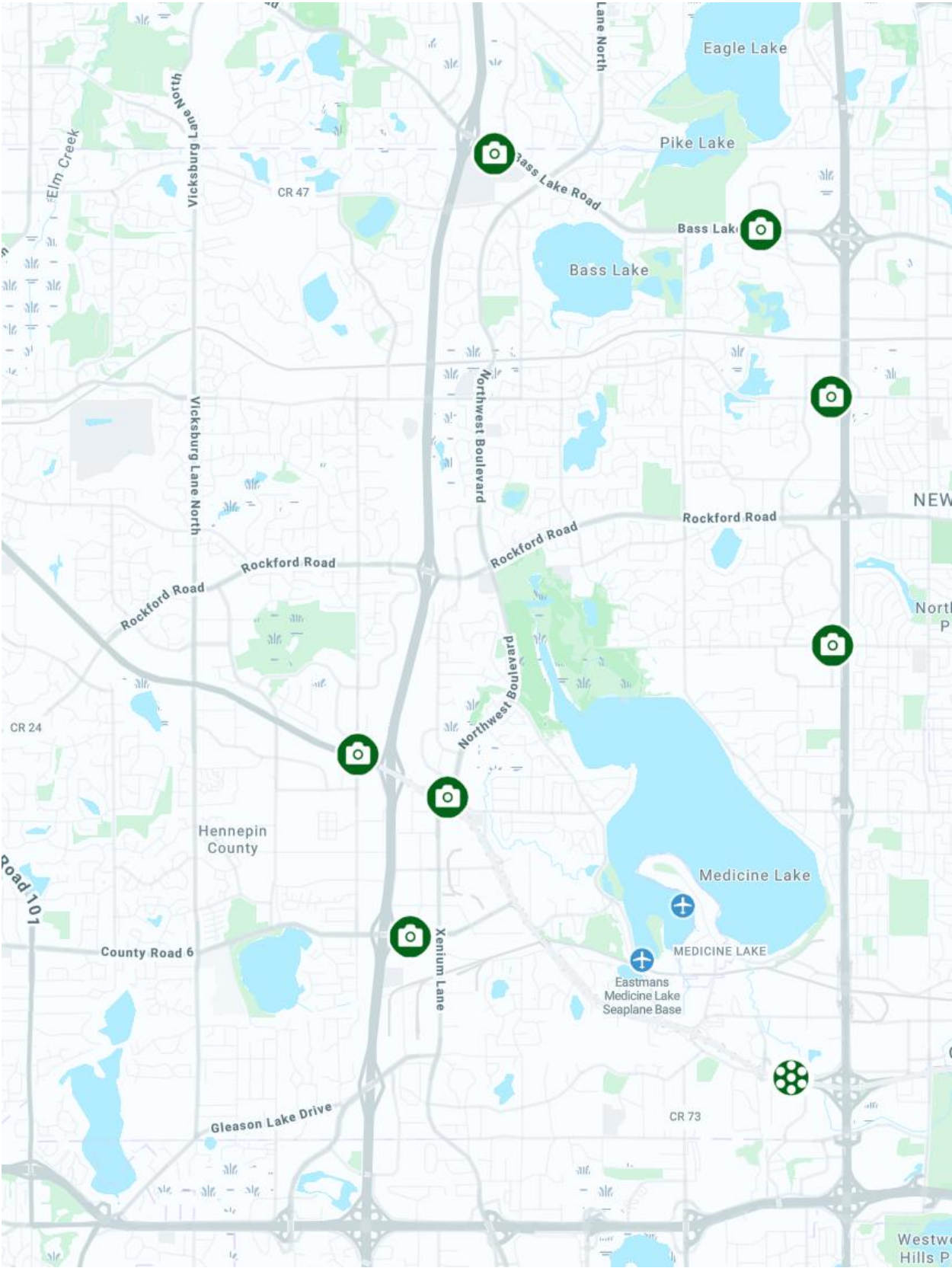
Date: _____

PO Number: _____

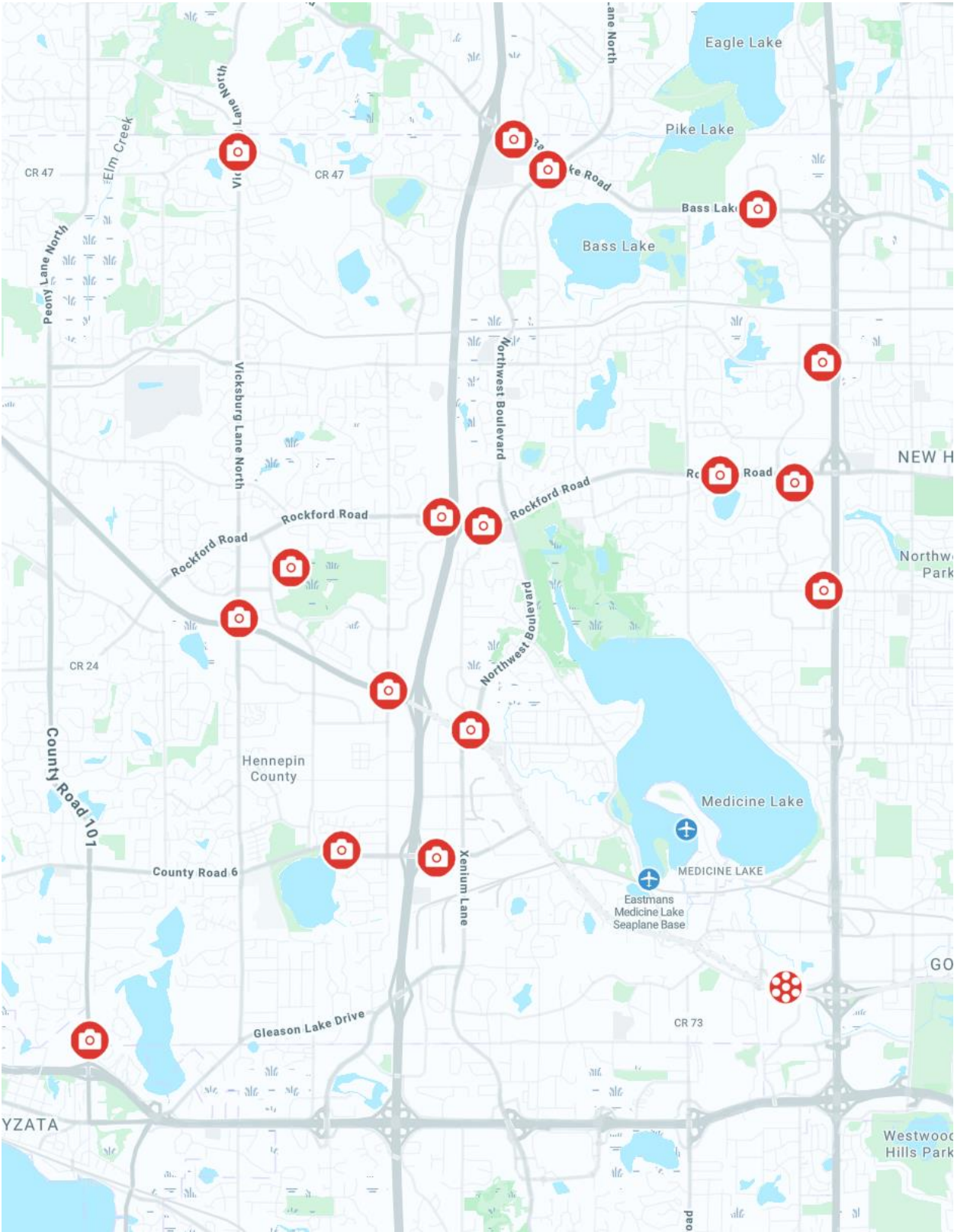
Currently Active LPR Locations



Proposed additional LPR Locations



Full Coverage with additional LPR's



Automated License Plate Readers (ALPR)

425.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance for the capture, storage and use of digital data obtained through the use of Automated License Plate Reader (ALPR) technology (Minn. Stat. § 626.8472).

425.2 POLICY

The policy of the Plymouth Police Department is to utilize ALPR technology to capture and store digital license plate data and images while recognizing the established privacy rights of the public.

All data and images gathered by the ALPR are for the official use of the department. Because such data may contain confidential information, it is not open to public review.

425.3 ADMINISTRATION

The ALPR technology, also known as License Plate Recognition (LPR), allows for the automated detection of license plates. It is used by the Plymouth Police Department to convert data associated with vehicle license plates for official law enforcement purposes, including identifying and recovery of stolen or wanted vehicles, stolen license plates, and locating wanted or missing persons.

All installation and maintenance of ALPR equipment, as well as ALPR data retention and access, shall be managed by the Services Commander. The Services Commander will assign members under his/her command to administer the day-to-day operation of the ALPR equipment and data.

The system administrator shall:

- (a) Provide or oversee the training of all officers and civilian employees who are authorized to operate an ALPR, or to access, or use ALPR stored data.
- (b) Review and approve requests to access and use stored ALPR data.
- (c) Ensure compliance with this directive and all state and federal laws.

425.4 OPERATIONS

Use of an ALPR is restricted to the purposes outlined below. Department members shall not use, or allow others to use the equipment or database records for any unauthorized purpose.

- (a) ALPR equipment shall only be used for official law enforcement business.
- (b) ALPR equipment may be used in conjunction with routine patrol operations or criminal investigations. Reasonable suspicion, or probable cause is not necessary before using ALPR equipment.
- (c) ALPR equipment may be used in criminal investigations and canvassing of a crime scene and the area surrounding the crime scene. Captured data can be analyzed and utilized in an active criminal investigation.

Plymouth Police Department

Policy Manual

Automated License Plate Readers (ALPR)

- (d) To access captured ALPR data. A case number assigned to a criminal investigation or reasonable suspicion incident needs to be documented for cross reference and auditing purposes.
- (e) No member of this department shall operate ALPR equipment or access ALPR data without first completing department-approved training.
- (f) No ALPR operator may access confidential department, state or federal data unless authorized to do so.
- (g) If practicable, the officer should verify an ALPR response through the Minnesota Justice Information Services (MNJIS) and National Law Enforcement Telecommunications System (NLETS) databases before taking enforcement action that is based solely upon an ALPR alert.

425.4.1 RESTRICTIONS, NOTIFICATIONS AND AUDITS

The Plymouth Police Department will observe the following guidelines regarding ALPR use (Minn. Stat. § 13.824):

- (a) Data collected by an ALPR will be limited to:
 - 1. License plate numbers.
 - 2. Date, time and location of data captured.
 - 3. Pictures of license plates, vehicles and areas surrounding the vehicle captured.
- (b) ALPR data may only be matched with the Minnesota license plate data file, unless additional sources are needed for an active criminal investigation.
- (c) ALPRs shall not be used to monitor or track an individual unless done so under a search warrant or because of exigent circumstances.
- (d) The Bureau of Criminal Apprehension shall be notified within 10 days of any installation or use and of any fixed location of an ALPR.

425.5 DATA COLLECTION AND RETENTION

The Services Commander is responsible for ensuring systems and processes are in place for the proper collection and retention of ALPR data. Data will be transferred from the ALPR to the designated storage location in accordance with department procedures.

ALPR data received from another agency shall be maintained securely and released in the same manner as ALPR data collected by this department (Minn. Stat. § 13.824).

ALPR data not related to an active criminal investigation must be destroyed no later than 60 days from the date of collection with the following exceptions (Minn. Stat. § 13.824):

- (a) Exculpatory evidence - Data must be retained until a criminal matter is resolved if a written request is made from a person who is the subject of a criminal investigation asserting that ALPR data may be used as exculpatory evidence.
- (b) Address Confidentiality Program - Data related to a participant of the Address Confidentiality Program must be destroyed upon the written request of the participant. ALPR data already collected at the time of the request shall be destroyed and future

Automated License Plate Readers (ALPR)

related ALPR data must be destroyed at the time of collection. Destruction can be deferred if it relates to an active criminal investigation.

All other ALPR data should be retained in accordance with the established records retention schedule.

425.5.1 LOG OF USE

A public log of ALPR use will be maintained that includes (Minn. Stat. § 13.824):

- (a) Specific times of day that the ALPR collected data.
- (b) The aggregate number of vehicles or license plates on which data are collected for each period of active use and a list of all state and federal public databases with which the data were compared.
- (c) For each period of active use, the number of vehicles or license plates related to:
 - 1. A vehicle or license plate that has been stolen.
 - 2. A warrant for the arrest of the owner of the vehicle.
 - 3. An owner with a suspended or revoked driver's license or similar category.
 - 4. Active investigative data.
- (d) For an ALPR at a stationary or fixed location, the location at which the ALPR actively collected data and is installed and used.

A publicly accessible list of the current and previous locations, including dates at those locations, of any fixed ALPR or other surveillance devices with ALPR capability shall be maintained. The list may be kept from the public if the data is security information as provided in Minn. Stat. § 13.37, Subd. 2.

425.6 ACCOUNTABILITY

All saved data will be closely safeguarded and protected by both procedural and technological means. The Plymouth Police Department will observe the following safeguards regarding access to and use of stored data (Minn. Stat. § 13.824; Minn. Stat. § 13.05):

- (a) All ALPR data downloaded to the mobile workstation and in storage shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date and time.
- (b) Members approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, such as when the data relate to a specific criminal investigation, reasonable suspicion or probable cause. Department members must document a case number that is related to a criminal investigation, reasonable suspicion or probable cause to access the data.
- (c) Biennial audits and reports shall be completed pursuant to Minn. Stat. § 13.824, Subd. 6.
- (d) Breaches of personal data are addressed as set forth in the Protected Information Policy (Minn. Stat. § 13.055).

Automated License Plate Readers (ALPR)

- (e) All queries and responses, and all actions, in which data are entered, updated, accessed, shared or disseminated, must be recorded in a data audit trail.
- (f) Any member who violates Minn. Stat. § 13.09 through the unauthorized acquisition or use of ALPR data will face discipline and possible criminal prosecution (Minn. Stat. § 626.8472).

425.7 RELEASING ALPR DATA

The ALPR data may be shared only with other law enforcement or prosecutorial agencies for official law enforcement purposes or as otherwise permitted by law, using the following procedures (Minn. Stat. § 13.824):

- (a) The agency makes a written request for the ALPR data that includes:
 - (a) The name of the agency.
 - (b) The name of the person requesting.
 - (c) The intended purpose of obtaining the information.
 - (d) A record of the factual basis for the access and any associated case number, complaint or incident that is the basis for the access.
 - (e) A statement that the request is authorized by the head of the requesting law enforcement agency or his/her designee.
- (b) Request made through the ALPR software will be regularly reviewed by the Services Commander or their authorized designee to ensure compliance with state statute.
 - 1. A release must be based on a reasonable suspicion that the data is pertinent to an active criminal investigation.
- (c) The request is retained on file.

Requests for ALPR data by non-law enforcement or non-prosecutorial agencies will be processed as provided in the Records Maintenance and Release Policy.

CITY OF PLYMOUTH

RESOLUTION No. 2025-064

RESOLUTION AUTHORIZING THE PLYMOUTH POLICE DEPARTMENT TO ENTER INTO AN AGREEMENT WITH FLOCK GROUP INC FOR AUTOMATED LICENSE PLATE READER TECHNOLOGY

WHEREAS, the Plymouth Police Department continues to research innovative solutions to safely and efficiently address criminal activity; and

WHEREAS, the Police Department has successfully implemented and utilized license plate reader technology since early 2024; and

WHEREAS, automotive license plate reader technology has been proven to be a safe and effective tool to assist police in safely locating suspects of criminal activity, stolen vehicles or missing and endangered persons; and

WHEREAS, the Police Department has identified a need for eight additional license plate readers throughout the City of Plymouth.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that the contract agreement with Flock Group Inc is approved and the Police Department is authorized to execute said agreement and utilize public safety aid funding to fund the program through 2026.

APPROVED by the City Council on this 25th day of February, 2025.

To: Dave Callister, City Manager

Prepared by: Tony Miller, Engineering Project Manager

Reviewed by: Michael Thompson, Public Works Director

Item: **Public improvement and assessment hearing, and award of contract for the Frick's Garden Street Reconstruction Project (ST259001)**

1. Action Requested:

Adopt attached resolutions ordering improvements, adopting assessment roll, awarding contract, and approving the supplemental agreement for the Frick's Garden Reconstruction Project (ST259001). Approval of resolution ordering the improvement requires 6/7 vote of the City Council and all other resolutions require 4/7 vote.

2. Background:

On December 10, 2024, council approved plans and specifications, ordered advertisement for bids, and set February 25, 2025, as the date for the public improvement and assessment hearing for the Frick's Garden Street Reconstruction Project. In accordance with state statute, notice of the improvement and assessment hearing was sent to all affected property owners and has been posted in the city's designated newspaper. Roadways included with the project are 10th, 11th, 12th, and 13th Avenues west of County Road 101 as well as Peony Lane from 10th Avenue to Kimberly Lane and Kimberly Lane west of Peony Lane. Improvements with the project include reconstruction of streets, replacement of the existing water main, installation of storm sewer, and minor work to the sanitary sewer. Also included are water quality improvements to meet permitting requirements for environmental stewardship related to storm water that are required when the city undertakes large scale projects such as street reconstruction improvements. Bids were publicly opened for this project on January 16, 2025, and a total of 11 bids were received as detailed in the attached bid tabulation. Staff has reviewed the information submitted by GMH Asphalt Corporation of Chaska, Minnesota, for compliance with the responsible bidder criteria and finds the information acceptable. GMH Asphalt Corporation has previously worked in the city on

similar projects and has completed similar projects with other nearby cities. Staff feels that GMH Asphalt Corporation is capable of constructing the project in accordance with the approved plans and specifications. The current assessment policy assesses 40% of the project cost for street improvements. The costs to install, replace, or upgrade utilities are not proposed to be assessed. Properties guided or zoned for single-family use shall be assessed on a per unit basis, which includes all assessed properties in the project area. The assessments for properties with indirect access were adjusted to align with the benefit identified in the special benefit report. Bolton & Menk, Inc. was designated as engineer for the project and provided engineering design services. A proposal was solicited from Bolton & Menk to provide construction staking and other construction services necessary to support city staff in the administration and inspection of the project. If the construction contract is awarded, construction is expected to start in the spring and be substantially completed in the fall. Final completion, including restoration and wear course will occur in the spring of 2026. Based on the very competitive low bid pricing of \$4,601,753.74, which is \$733,701.26 under the engineer's estimate, this favorably affects the special assessment which is lowered from previous estimates to just over \$12,000 and payable over a period of time at a set interest rate as outlined in the assessment adoption resolution. Staff will present additional information at the public hearing on the special assessments and payment options for residents.

3. Budget Impact:

This project is included in the 2025 Capital Improvement Plan (2025-2034) with an estimated cost of \$6,370,000. With the favorable bid pricing, the total estimated project cost of the Frick's Garden Street Reconstruction Project, based on the low bid, is \$5,798,000 and includes the improvements (\$4,601,753.74), engineering, inspection, and administration (\$965,645.69), and contingency (\$230,600.57). The project will be funded by the Street Reconstruction Fund (\$2,357,358.26), the Water Fund (\$1,480,940.84), the Water Resources Fund (\$721,000.00), the Sewer Fund (\$195,857.65), and special assessments (\$1,042,843.25).

4. Attachments:

1. Location Map
2. Award Recommendation Letter
3. Bid Tabulation
4. Assessment Roll and Map
5. Supplemental Agreement
6. City Council Resolution 2025-065
7. City Council Resolution 2025-066
8. City Council Resolution 2025-067





Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337-1649

Ph: (952) 890-0509
Fax: (952) 890-8065
Bolton-Menk.com

January 27, 2025

Mr. Tony Miller, P.E., Engineering Project Manager
City of Plymouth
3400 Plymouth Blvd
Plymouth, MN 55447

RE: Frick's Garden Street Reconstruction
City of Plymouth, Minnesota
City Project No. ST259001
Project No.: 0T1.132121

Dear Mr. Miller,

Bids on the above-referenced project were opened at 10:00 a.m. on January 16, 2025. There were eleven bidders for the project and a detailed bid abstract is enclosed. The low bidder on the project is GMH Asphalt Corporation with a bid of \$4,601,753.74. GMH Asphalt Corporation has previous experience on projects of this size and complexity in the City of Plymouth and the Twin Cities Metro area.

Based on GMH Asphalt's experience, acceptable bid prices, and the competitive bids the City received, we recommend the City of Plymouth award the project to GMH Asphalt Corporation following the Public Assessment Hearing on February 25, 2025.

If you have any questions regarding this award recommendation, please contact me at your convenience.

Sincerely,

Bolton & Menk, Inc.

Nicholas J. Amatuuccio, P.E.
Municipal Project Manager | Principal

ABSTRACT

Frick's Garden Street Reconstruction
 OT1.132121 (#9455427)
City of Plymouth MN
Bolton & Menk Project # OT1.132121
Bid: 01/16/2025 10:00 AM CST

				1		2		3		4		5			
				Engineer Estimate		GMH Asphalt Corporation		S R Weidema, Incorporated		RL Larson Excavating Inc.		Northwest		LaTour Construction, Inc.	
Line Item	Item Description	UofM	Qty	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1 - MOBILIZATION	LUMP SUM		1	\$250,000.00	\$250,000.00	\$158,000.00	\$158,000.00	\$220,000.00	\$220,000.00	\$150,000.00	\$150,000.00	\$257,100.00	\$257,100.00	\$168,000.00	\$168,000.00
2 - CLEARING/TRIMMING	LUMP SUM		1	\$5,000.00	\$5,000.00	\$6,855.00	\$6,855.00	\$2,500.00	\$2,500.00	\$5,270.00	\$5,270.00	\$5,500.00	\$5,500.00	\$5,250.00	\$5,250.00
3 - CLEARING	EACH		64	\$500.00	\$32,000.00	\$302.00	\$19,328.00	\$450.00	\$28,800.00	\$232.00	\$14,848.00	\$242.00	\$15,488.00	\$230.00	\$14,720.00
4 - GRUBBING	EACH		64	\$250.00	\$16,000.00	\$110.00	\$7,040.00	\$125.00	\$8,000.00	\$84.40	\$5,401.60	\$88.00	\$5,632.00	\$84.00	\$5,376.00
5 - SALVAGE MAILBOX	EACH		34	\$100.00	\$3,400.00	\$79.15	\$2,691.10	\$75.00	\$2,550.00	\$79.10	\$2,689.40	\$82.50	\$2,805.00	\$78.75	\$2,677.50
6 - REMOVE CASTING (SANITARY)	EACH		21	\$100.00	\$2,100.00	\$480.00	\$10,080.00	\$85.00	\$1,785.00	\$243.50	\$5,113.50	\$200.00	\$4,200.00	\$78.75	\$1,653.75
7 - REMOVE DRAINAGE STRUCTURE	EACH		12	\$800.00	\$9,600.00	\$615.00	\$7,380.00	\$660.00	\$7,920.00	\$488.00	\$5,856.00	\$400.00	\$4,800.00	\$380.00	\$4,560.00
8 - REMOVE HYDRANT	EACH		12	\$800.00	\$9,600.00	\$190.00	\$2,280.00	\$535.00	\$6,420.00	\$521.50	\$6,258.00	\$200.00	\$2,400.00	\$525.00	\$6,300.00
9 - REMOVE SIGN POST	EACH		13	\$50.00	\$650.00	\$21.10	\$274.30	\$40.00	\$520.00	\$42.20	\$548.60	\$33.00	\$429.00	\$42.00	\$546.00
10 - SALVAGE SIGN PANEL	EACH		22	\$100.00	\$2,200.00	\$21.10	\$464.20	\$30.00	\$660.00	\$31.60	\$695.20	\$22.00	\$484.00	\$31.50	\$693.00
11 - SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT		334	\$10.00	\$3,340.00	\$7.00	\$2,338.00	\$5.00	\$1,670.00	\$7.70	\$2,571.80	\$5.50	\$1,837.00	\$5.25	\$1,753.50
12 - SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT		1605	\$6.00	\$9,630.00	\$2.72	\$4,365.60	\$4.00	\$6,420.00	\$3.10	\$4,975.50	\$3.85	\$6,179.25	\$3.70	\$5,938.50
13 - REMOVE CURB AND GUTTER	LIN FT		443	\$10.00	\$4,430.00	\$7.50	\$3,322.50	\$7.40	\$3,278.20	\$8.90	\$3,942.70	\$5.50	\$2,436.50	\$7.35	\$3,256.05
14 - REMOVE WATERMAIN	LIN FT		6331	\$8.00	\$50,648.00	\$1.79	\$11,332.49	\$10.60	\$67,108.60	\$12.10	\$76,605.10	\$9.00	\$56,979.00	\$6.30	\$39,885.30
15 - REMOVE SEWER PIPE (STORM)	LIN FT		274	\$15.00	\$4,110.00	\$8.90	\$2,438.60	\$23.00	\$6,302.00	\$22.60	\$6,192.40	\$10.00	\$2,740.00	\$10.50	\$2,877.00
16 - SALVAGE FENCE	LIN FT		60	\$25.00	\$1,500.00	\$15.40	\$924.00	\$48.00	\$2,880.00	\$21.10	\$1,266.00	\$20.00	\$1,200.00	\$9.15	\$549.00
17 - SALVAGE RETAINING WALL	LIN FT		29	\$50.00	\$1,450.00	\$82.75	\$2,399.75	\$50.00	\$1,450.00	\$21.10	\$611.90	\$10.00	\$290.00	\$35.50	\$1,029.50
18 - REMOVE CONCRETE WALK	SQ FT		1044	\$2.00	\$2,088.00	\$1.50	\$1,566.00	\$1.10	\$1,148.40	\$2.90	\$3,027.60	\$0.65	\$678.60	\$2.10	\$2,192.40
19 - REMOVE CONCRETE PAVEMENT	SQ YD		604	\$12.00	\$7,248.00	\$13.85	\$8,365.40	\$9.45	\$5,707.80	\$9.70	\$5,858.80	\$8.85	\$5,345.40	\$9.50	\$5,738.00
20 - REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD		2445	\$10.00	\$24,450.00	\$5.00	\$12,225.00	\$9.00	\$22,005.00	\$5.80	\$14,181.00	\$6.85	\$16,748.25	\$4.75	\$11,613.75
21 - REMOVE BITUMINOUS PAVEMENT (STREET) (P)	SQ YD		21450	\$5.00	\$107,250.00	\$1.50	\$32,175.00	\$4.30	\$92,235.00	\$3.80	\$81,510.00	\$3.71	\$79,579.50	\$2.75	\$58,987.50
22 - REMOVE BITUMINOUS PAVING WEDGE	LIN FT		12510	\$1.00	\$12,510.00	\$2.25	\$28,147.50	\$0.90	\$11,259.00	\$1.00	\$12,510.00	\$1.15	\$14,386.50	\$0.95	\$11,884.50
23 - SALVAGE BRICK PAVERS	SQ FT		993	\$10.00	\$9,930.00	\$7.40	\$7,348.20	\$5.00	\$4,965.00	\$3.20	\$3,177.60	\$5.00	\$4,965.00	\$8.95	\$8,887.35
24 - COMMON EXCAVATION (P)	CU YD		20233	\$30.00	\$606,990.00	\$27.85	\$563,489.05	\$14.25	\$288,320.25	\$33.20	\$671,735.60	\$28.42	\$575,021.86	\$30.70	\$621,153.10
25 - SUBGRADE EXCAVATION (EV)	CU YD		1041	\$30.00	\$31,230.00	\$30.75	\$32,010.75	\$25.00	\$26,025.00	\$24.00	\$24,984.00	\$36.50	\$37,996.50	\$31.95	\$33,259.95
26 - STABILIZING AGGREGATE (3" CLEAR)	TON		1898	\$30.00	\$56,940.00	\$28.15	\$53,428.70	\$40.00	\$75,920.00	\$0.01	\$18.98	\$18.20	\$34,543.60	\$43.45	\$82,468.10
27 - SELECT GRANULAR BORROW (CV)	CU YD		6940	\$37.00	\$256,780.00	\$23.70	\$164,478.00	\$32.15	\$223,121.00	\$37.40	\$259,556.00	\$27.05	\$187,727.00	\$33.70	\$233,878.00
28 - GEOTEXTILE FABRIC TYPE 5	SQ YD		20820	\$2.00	\$41,640.00	\$1.60	\$33,312.00	\$1.30	\$27,066.00	\$1.40	\$29,148.00	\$1.47	\$30,605.40	\$2.10	\$43,722.00
29 - EXPLORATORY EXCAVATION	HOUR		25	\$1,000.00	\$25,000.00	\$250.00	\$6,250.00	\$900.00	\$22,500.00	\$0.01	\$0.25	\$380.00	\$9,500.00	\$1,235.00	\$30,875.00
30 - AGGREGATE BASE CLASS 5 (CV)	CU YD		4649.8	\$45.00	\$209,241.00	\$29.00	\$134,844.20	\$49.00	\$227,840.20	\$49.00	\$227,840.20	\$36.77	\$170,973.15	\$55.95	\$260,156.31
31 - CLASS 2 AGGREGATE SURFACING (GRAVEL DRIVEWAY)	TON		100	\$40.00	\$4,000.00	\$47.60	\$4,760.00	\$56.00	\$5,600.00	\$53.50	\$5,350.00	\$41.51	\$4,151.00	\$58.20	\$5,820.00
32 - BITUMINOUS PATCH SPECIAL (SPWEB340B)	TON		100	\$40.00	\$4,000.00	\$193.20	\$19,320.00	\$183.00	\$18,300.00	\$119.00	\$11,900.00	\$261.17	\$26,117.00	\$118.50	\$11,850.00
33 - BITUMINOUS MATERIAL FOR TACK COAT	GAL		912	\$7.50	\$6,840.00	\$6.25	\$5,700.00	\$1.90	\$1,732.80	\$2.00	\$1,824.00	\$4.00	\$3,648.00	\$2.00	\$1,824.00
34 - TYPE SP 9.5 WEAR COURSE MIX (2.B) 3.0" THICK	SQ YD		2535	\$40.00	\$101,400.00	\$33.60	\$85,176.00	\$35.50	\$89,992.50	\$20.00	\$50,700.00	\$41.00	\$103,935.00	\$35.95	\$91,133.25
35 - TYPE SP 9.5 WEAR COURSE MIX (SPWEA240C)	TON		1504	\$95.00	\$142,880.00	\$103.75	\$156,040.00	\$101.50	\$152,656.00	\$107.00	\$160,928.00	\$101.39	\$152,490.56	\$106.50	\$160,176.00
36 - TYPE SP 12.5 NON-WEAR COURSE MIX (SPNWB230C)	TON		2506	\$88.00	\$220,528.00	\$94.80	\$237,568.80	\$94.50	\$236,817.00	\$99.60	\$249,597.60	\$95.55	\$239,448.30	\$99.00	\$248,094.00
37 - BITUMINOUS PAVING WEDGE	LIN FT		12510	\$4.00	\$50,040.00	\$3.50	\$43,785.00	\$2.75	\$34,402.50	\$2.90	\$36,279.00	\$4.03	\$50,415.30	\$3.00	\$37,530.00
38 - 15" RC PIPE APRON	EACH		3	\$2,000.00	\$6,000.00	\$1,662.00	\$4,986.00	\$1,021.00	\$3,063.00	\$1,350.00	\$4,050.00	\$2,844.00	\$8,532.00	\$1,600.00	\$4,800.00
39 - RANDOM RIP RAP CLASS III (GRANITE) (LV)	CU YD		15.5	\$150.00	\$2,325.00	\$213.00	\$3,301.50	\$161.00	\$2,495.50	\$151.00	\$2,340.50	\$100.00	\$1,550.00	\$120.00	\$1,860.00
40 - 6" PVC PIPE DRAIN CLEANOUT	EACH		66	\$320.00	\$21,120.00	\$306.00	\$20,196.00	\$252.00	\$16,632.00	\$499.00	\$32,934.00	\$250.00	\$16,500.00	\$300.00	\$19,800.00
41 - 6" PVC PERFORATED PIPE DRAIN	LIN FT		9450	\$25.00	\$236,250.00	\$10.05	\$94,972.50	\$12.00	\$113,400.00	\$12.50	\$118,125.00	\$20.34	\$192,213.00	\$18.30	\$172,935.00
42 - 8" PVC PIPE (STORM)	LIN FT		21	\$70.00	\$1,470.00	\$72.90	\$1,530.90	\$49.00	\$1,029.00	\$67.00	\$1,407.00	\$53.45	\$1,122.45	\$43.50	\$913.50
43 - 15" PVC PIPE (STORM)	LIN FT		109	\$100.00	\$10,900.00	\$73.10	\$7,967.90	\$80.00	\$8,720.00	\$79.90	\$8,709.10	\$72.64	\$7,917.76	\$72.00	\$7,848.00
44 - 15" RC PIPE SEWER DESIGN 3006 CL V (STORM)	LIN FT		3110	\$60.00	\$186,600.00	\$57.60	\$179,136.00	\$83.00	\$258,130.00	\$62.30	\$193,753.00	\$65.33	\$203,176.30	\$70.50	\$219,255.00
45 - 18" RC PIPE SEWER DESIGN 3006 CL V (STORM)	LIN FT		1078	\$65.00	\$70,070.00	\$59.05	\$63,655.90	\$88.00	\$94,864.00	\$70.20	\$75,675.60	\$68.93	\$74,306.54	\$74.85	

				Engineer Estimate		1 GMH Asphalt Corporation		2 S R Weidema, Incorporated		3 RL Larson Excavating Inc.		4 Northwest		5 LaTour Construction, Inc.	
Line Item	Item Description	UofM	Qty	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
74 -	CONSTRUCT DRAINAGE STRUCTURE SPECIAL 2	EACH	1	\$4,500.00	\$4,500.00	\$2,871.00	\$2,871.00	\$5,811.00	\$5,811.00	\$3,590.00	\$3,590.00	\$3,400.00	\$3,400.00	\$4,200.00	\$4,200.00
75 -	CONST DRAINAGE STRUCTURE DESIGN SPECIAL (2X3)	EACH	17	\$2,500.00	\$42,500.00	\$2,177.00	\$37,009.00	\$2,103.00	\$35,751.00	\$2,340.00	\$39,780.00	\$1,700.00	\$28,900.00	\$2,350.00	\$39,950.00
76 -	CONST DRAINAGE STRUCTURE DESIGN H	EACH	1	\$2,000.00	\$2,000.00	\$2,077.00	\$2,077.00	\$1,974.00	\$1,974.00	\$2,830.00	\$2,830.00	\$1,600.00	\$1,600.00	\$2,650.00	\$2,650.00
77 -	CONST DRAINAGE STRUCTURE 48-4022	EACH	24	\$3,500.00	\$84,000.00	\$3,061.00	\$73,464.00	\$3,737.00	\$89,688.00	\$3,450.00	\$82,800.00	\$2,672.00	\$64,128.00	\$3,750.00	\$90,000.00
78 -	CONST DRAINAGE STRUCTURE 60-4020	EACH	2	\$6,000.00	\$12,000.00	\$5,164.00	\$10,328.00	\$5,469.00	\$10,938.00	\$6,000.00	\$12,000.00	\$8,736.00	\$17,472.00	\$6,100.00	\$12,200.00
79 -	CONST DRAINAGE STRUCTURE 72-4020	EACH	1	\$7,500.00	\$7,500.00	\$7,147.00	\$7,147.00	\$6,880.00	\$6,880.00	\$9,170.00	\$9,170.00	\$16,975.00	\$16,975.00	\$8,635.00	\$8,635.00
80 -	CASTING ASSEMBLY (R-3067-V) (STORM)	EACH	43	\$1,200.00	\$51,600.00	\$1,027.00	\$44,161.00	\$1,624.00	\$69,832.00	\$716.00	\$30,788.00	\$728.00	\$31,304.00	\$695.00	\$29,885.00
81 -	CASTING ASSEMBLY (R-1652-B) (STORM)	EACH	1	\$1,200.00	\$1,200.00	\$1,496.00	\$1,496.00	\$1,175.00	\$1,175.00	\$851.50	\$851.50	\$1,248.50	\$1,248.50	\$1,265.00	\$1,265.00
82 -	CASTING ASSEMBLY (R-4342) (STORM)	EACH	1	\$2,000.00	\$2,000.00	\$511.00	\$511.00	\$713.00	\$713.00	\$764.00	\$764.00	\$412.50	\$412.50	\$865.00	\$865.00
83 -	CONSTRUCT SANITARY MANHOLE	LIN FT	20.2	\$620.00	\$12,524.00	\$380.00	\$7,676.00	\$456.00	\$9,211.20	\$564.50	\$11,402.90	\$430.00	\$8,686.00	\$460.00	\$9,292.00
84 -	8" NYLOPLAST BASIN W/ STANDARD CASTING	EACH	1	\$1,500.00	\$1,500.00	\$1,975.00	\$1,975.00	\$2,325.00	\$2,325.00	\$1,890.00	\$1,890.00	\$1,063.00	\$1,063.00	\$1,365.00	\$1,365.00
85 -	LOWER SANITARY MANHOLE (SPECIAL)	EACH	2	\$1,500.00	\$3,000.00	\$1,593.00	\$3,186.00	\$1,503.00	\$3,006.00	\$3,350.00	\$6,700.00	\$2,000.00	\$4,000.00	\$1,045.00	\$2,090.00
86 -	CASTING ASSEMBLY SPECIAL (R-1642 CASTING) (SANITARY)	EACH	13	\$3,000.00	\$39,000.00	\$1,496.00	\$19,448.00	\$1,274.00	\$16,562.00	\$1,180.00	\$15,340.00	\$1,639.00	\$21,307.00	\$1,565.00	\$20,345.00
87 -	CASTING ASSEMBLY SPECIAL (R-1642 CASTING - LOW PRO) (SANITARY)	EACH	8	\$2,500.00	\$20,000.00	\$1,496.00	\$11,968.00	\$1,274.00	\$10,192.00	\$851.50	\$6,812.00	\$1,639.00	\$13,112.00	\$1,565.00	\$12,520.00
88 -	CONSTRUCT 6" SANITARY OUTSIDE DROP	LIN FT	4.4	\$750.00	\$3,300.00	\$862.00	\$3,792.80	\$1,459.00	\$6,419.60	\$522.00	\$2,296.80	\$1,350.00	\$5,940.00	\$1,055.00	\$4,642.00
89 -	STORMWATER FEATURE EXCAVATION (P)	CU YD	590	\$50.00	\$29,500.00	\$19.10	\$11,269.00	\$32.00	\$18,880.00	\$22.00	\$12,980.00	\$28.42	\$16,767.80	\$35.25	\$20,797.50
90 -	RETAINING WALL (CHILTON STONE)	SQ FT	1240	\$65.00	\$80,600.00	\$97.70	\$121,148.00	\$85.00	\$105,400.00	\$79.10	\$98,084.00	\$85.36	\$105,846.40	\$46.65	\$57,846.00
91 -	FILTER TOPSOIL BORROW (ENGINEERED SOIL MIX) (24" DEPTH)	CU YD	275	\$85.00	\$23,375.00	\$266.00	\$73,150.00	\$145.00	\$39,875.00	\$52.80	\$14,520.00	\$260.00	\$71,500.00	\$63.25	\$17,393.75
92 -	SHREDDED HARDWOOD MULCH (3" DEPTH)	CU YD	40	\$85.00	\$3,400.00	\$54.85	\$2,194.00	\$95.00	\$3,800.00	\$100.00	\$4,000.00	\$57.20	\$2,288.00	\$121.00	\$4,840.00
93 -	STEEL LANDSCAPE EDGER	LIN FT	460	\$15.00	\$6,900.00	\$7.50	\$3,450.00	\$8.50	\$3,910.00	\$19.00	\$8,740.00	\$7.81	\$3,592.60	\$14.00	\$6,440.00
94 -	PERENNIAL - NO. 1 CONTAINER	EACH	1147	\$20.00	\$22,940.00	\$19.20	\$22,022.40	\$27.50	\$31,542.50	\$23.20	\$26,610.40	\$20.00	\$22,940.00	\$27.55	\$31,599.85
95 -	DECIDUOUS SHRUB - NO. 5 CONTAINER	EACH	68	\$80.00	\$5,440.00	\$50.65	\$3,444.20	\$68.00	\$4,624.00	\$61.20	\$4,161.60	\$52.80	\$3,590.40	\$104.00	\$7,072.00
96 -	DECIDUOUS TREE 3" CAL B&B	EACH	3	\$1,000.00	\$3,000.00	\$782.00	\$2,346.00	\$595.00	\$1,785.00	\$938.50	\$2,815.50	\$815.00	\$2,445.00	\$860.00	\$2,580.00
97 -	CONIFEROUS TREE 6" HT B&B	EACH	6	\$700.00	\$4,200.00	\$665.00	\$3,990.00	\$555.00	\$3,330.00	\$854.00	\$5,124.00	\$693.00	\$4,158.00	\$630.00	\$3,780.00
98 -	DECIDUOUS TREE 2" CAL B&B	EACH	10	\$700.00	\$7,000.00	\$549.00	\$5,490.00	\$565.00	\$5,650.00	\$733.00	\$7,330.00	\$572.00	\$5,720.00	\$630.00	\$6,300.00
99 -	ORNAMENTAL TREE 2" CAL B&B	EACH	1	\$700.00	\$700.00	\$543.00	\$543.00	\$525.00	\$525.00	\$696.00	\$696.00	\$566.50	\$566.50	\$610.00	\$610.00
100 -	PROTECT TREE WITH FENCE	EACH	55	\$300.00	\$16,500.00	\$123.00	\$6,765.00	\$500.00	\$27,500.00	\$52.70	\$2,898.50	\$200.00	\$11,000.00	\$59.00	\$3,245.00
101 -	4" CONCRETE WALK	SQ FT	450	\$12.00	\$5,400.00	\$15.75	\$7,087.50	\$10.35	\$4,657.50	\$14.50	\$6,525.00	\$13.97	\$6,286.50	\$11.55	\$5,197.50
102 -	6" CONCRETE WALK (PEDESTRIAN RAMP)	SQ FT	856	\$15.00	\$12,840.00	\$23.10	\$19,773.60	\$16.15	\$13,824.40	\$20.60	\$17,633.60	\$20.29	\$17,368.24	\$16.75	\$14,338.00
103 -	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	12510	\$21.00	\$262,710.00	\$21.10	\$263,961.00	\$20.15	\$252,076.50	\$19.00	\$237,690.00	\$19.75	\$247,072.50	\$21.30	\$266,463.00
104 -	6" CONCRETE DRIVEWAY	SQ YD	705	\$80.00	\$56,400.00	\$81.55	\$57,492.75	\$110.00	\$77,550.00	\$94.70	\$66,763.50	\$106.88	\$75,350.40	\$103.50	\$72,967.50
105 -	TRUNCATED DOMES	SQ FT	215	\$85.00	\$18,275.00	\$75.40	\$16,211.00	\$60.60	\$13,029.00	\$74.90	\$16,103.50	\$66.00	\$14,190.00	\$78.75	\$16,931.25
106 -	TEMPORARY MAILBOX	EACH	85	\$200.00	\$17,000.00	\$52.75	\$4,483.75	\$50.00	\$4,250.00	\$52.70	\$4,479.50	\$55.00	\$4,675.00	\$52.50	\$4,462.50
107 -	REINSTALL MAILBOX AND SUPPORT	EACH	34	\$300.00	\$10,200.00	\$158.00	\$5,372.00	\$150.00	\$5,100.00	\$158.00	\$5,372.00	\$165.00	\$5,610.00	\$155.00	\$5,270.00
108 -	INSTALL BRICK PAVERS	SQ FT	810	\$20.00	\$16,200.00	\$10.85	\$8,788.50	\$15.00	\$12,150.00	\$24.30	\$19,683.00	\$12.16	\$9,849.60	\$12.00	\$9,720.00
109 -	INSTALL FENCE	LIN FT	60	\$35.00	\$2,100.00	\$61.75	\$3,705.00	\$110.00	\$6,600.00	\$31.60	\$1,896.00	\$15.00	\$900.00	\$39.00	\$2,340.00
110 -	INSTALL RETAINING WALL	LIN FT	29	\$100.00	\$2,900.00	\$174.00	\$5,046.00	\$100.00	\$2,900.00	\$116.00	\$3,364.00	\$181.00	\$5,249.00	\$44.00	\$1,276.00
111 -	TRAFFIC CONTROL	LUMP SUM	1	\$25,000.00	\$25,000.00	\$17,408.00	\$17,408.00	\$16,500.00	\$16,500.00	\$8,960.00	\$8,960.00	\$27,000.00	\$27,000.00	\$22,785.00	\$22,785.00
112 -	INSTALL SIGN PANEL	EACH	22	\$200.00	\$4,400.00	\$68.60	\$1,509.20	\$50.00	\$1,100.00	\$52.70	\$1,159.40	\$236.50	\$5,203.00	\$52.50	\$1,155.00
113 -	SIGN POST	EACH	8	\$200.00	\$1,600.00	\$132.00	\$1,056.00	\$300.00	\$2,400.00	\$316.50	\$2,532.00	\$335.50	\$2,684.00	\$315.00	\$2,520.00
114 -	STABILIZED CONSTRUCTION EXIT	EACH	4	\$2,000.00	\$8,000.00	\$2,192.00	\$8,768.00	\$1,830.00	\$7,320.00	\$1,740.00	\$6,960.00	\$2,500.00	\$10,000.00	\$1,150.00	\$4,600.00
115 -	STORM DRAIN INLET PROTECTION	EACH	67	\$250.00	\$16,750.00	\$150.00	\$10,050.00	\$410.00	\$27,470.00	\$185.00	\$12,395.00	\$125.00	\$8,375.00	\$160.00	\$10,720.00
116 -	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	1429	\$5.00	\$7,145.00	\$3.90	\$5,573.10	\$4.00	\$5,716.00	\$4.20	\$6,001.80	\$4.57	\$6,530.53	\$4.20	\$6,001.80
117 -	ROCK CHECK DAM	EACH	4	\$100.00	\$400.00	\$350.00	\$1,400.00	\$556.00	\$2,224.00	\$1,420.00	\$5,680.00	\$500.00	\$2,000.00	\$160.00	\$640.00
118 -	SILT FENCE	LIN FT	406	\$1.00	\$406.00	\$4.20	\$1,705.20	\$2.50	\$1,015.00	\$2.60	\$1,055.60	\$4.90	\$1,989.40	\$2.65	\$1,075.90
119 -	COMMON TOPSOIL BORROW (LV)	CU YD	2364.5	\$30.00	\$70,935.00	\$42.20	\$99,781.90	\$34.00	\$80,393.00	\$28.60	\$67,624.70	\$36.50	\$86,304.25	\$45.00	\$106,402.50
120 -	SODDING TYPE LAWN	SQ YD	13313	\$10.00	\$133,130.00	\$7.65	\$101,844.45	\$7.65	\$101,844.45	\$8.10	\$107,835.30	\$7.97	\$106,104.61	\$8.00	\$106,504.00
121 -	ROLLED EROSION PREVENTION CATEGORY 20 W/ SEED MIXTURE (25-151)	SQ YD	874	\$5.00	\$4,370.00	\$3.15	\$2,753.10	\$2.15	\$1,879.10	\$2.30	\$2,010.20	\$3.30	\$2,884.20	\$2.35	\$2,053.90
BASE BID TOTAL:					\$5,335,455.00		\$4,601,753.74		\$4,748,440.20		\$4,769,380.83		\$4,794,434.35		\$4,851,467.06

ABSTRACT

Frick's Garden Street Reconstruction
 OT1.132121 (#9455427)
City of Plymouth MN
Bolton & Menk Project # OT1.132121
Bid: 01/16/2025 10:00 AM CST

				6		7		8		9		10		11	
				Douglas-Kerr Underground, L.L.C		Ryan Contracting Co.		Eureka Construction, Inc.		Northdale Construction Company, Inc.		New Look Contracting, Inc.		Park Construction Company	
Line Item	Item Description	UofM	Qty	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1 - MOBILIZATION		LUMP SUM	1	\$297,500.00	\$297,500.00	\$225,000.00	\$225,000.00	\$361,000.00	\$361,000.00	\$54,567.10	\$54,567.10	\$325,000.00	\$325,000.00	\$324,600.00	\$324,600.00
2 - CLEARING/TRIMMING		LUMP SUM	1	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00	\$5,000.00	\$5,000.00	\$5,250.00	\$5,250.00	\$7,000.00	\$7,000.00	\$5,190.00	\$5,190.00
3 - CLEARING		EACH	64	\$220.00	\$14,080.00	\$650.00	\$41,600.00	\$220.00	\$14,080.00	\$231.00	\$14,784.00	\$210.00	\$13,440.00	\$228.00	\$14,592.00
4 - GRUBBING		EACH	64	\$80.00	\$5,120.00	\$650.00	\$41,600.00	\$80.00	\$5,120.00	\$84.00	\$5,376.00	\$115.00	\$7,360.00	\$83.00	\$5,312.00
5 - SALVAGE MAILBOX		EACH	34	\$75.00	\$2,550.00	\$50.00	\$1,700.00	\$75.00	\$2,550.00	\$78.75	\$2,677.50	\$80.00	\$2,720.00	\$77.80	\$2,645.20
6 - REMOVE CASTING (SANITARY)		EACH	21	\$211.85	\$4,448.85	\$110.00	\$2,310.00	\$220.00	\$4,620.00	\$200.00	\$4,200.00	\$250.00	\$5,250.00	\$247.00	\$5,187.00
7 - REMOVE DRAINAGE STRUCTURE		EACH	12	\$508.95	\$6,107.40	\$550.00	\$6,600.00	\$560.00	\$6,720.00	\$1,000.00	\$12,000.00	\$500.00	\$6,000.00	\$311.00	\$3,732.00
8 - REMOVE HYDRANT		EACH	12	\$472.65	\$5,671.80	\$450.00	\$5,400.00	\$440.00	\$5,280.00	\$500.00	\$6,000.00	\$935.00	\$11,220.00	\$186.00	\$2,232.00
9 - REMOVE SIGN POST		EACH	13	\$40.00	\$520.00	\$30.00	\$390.00	\$40.00	\$520.00	\$42.00	\$546.00	\$50.00	\$650.00	\$31.10	\$404.30
10 - SALVAGE SIGN PANEL		EACH	22	\$30.00	\$660.00	\$20.00	\$440.00	\$30.00	\$660.00	\$31.50	\$693.00	\$50.00	\$1,100.00	\$20.80	\$457.60
11 - SAWING CONCRETE PAVEMENT (FULL DEPTH)		LIN FT	334	\$3.40	\$1,135.60	\$6.00	\$2,004.00	\$5.00	\$1,670.00	\$4.99	\$1,666.66	\$7.50	\$2,505.00	\$4.95	\$1,653.30
12 - SAWING BITUMINOUS PAVEMENT (FULL DEPTH)		LIN FT	1605	\$2.55	\$4,092.75	\$5.00	\$8,025.00	\$2.00	\$3,210.00	\$1.94	\$3,113.70	\$4.50	\$7,222.50	\$1.90	\$3,049.50
13 - REMOVE CURB AND GUTTER		LIN FT	443	\$5.50	\$2,436.50	\$6.00	\$2,658.00	\$8.00	\$3,544.00	\$10.00	\$4,430.00	\$6.00	\$2,658.00	\$11.10	\$4,917.30
14 - REMOVE WATERMAIN		LIN FT	6331	\$4.15	\$26,273.65	\$5.00	\$31,655.00	\$9.00	\$56,979.00	\$5.00	\$31,655.00	\$13.50	\$85,468.50	\$0.65	\$4,115.15
15 - REMOVE SEWER PIPE (STORM)		LIN FT	274	\$22.90	\$6,274.60	\$20.00	\$5,480.00	\$28.00	\$7,672.00	\$25.00	\$6,850.00	\$22.00	\$6,028.00	\$8.70	\$2,383.80
16 - SALVAGE FENCE		LIN FT	60	\$48.00	\$2,880.00	\$22.00	\$1,320.00	\$48.00	\$2,880.00	\$15.35	\$921.00	\$25.00	\$1,500.00	\$49.80	\$2,988.00
17 - SALVAGE RETAINING WALL		LIN FT	29	\$26.50	\$768.50	\$25.00	\$725.00	\$18.00	\$522.00	\$52.50	\$1,522.50	\$55.00	\$1,595.00	\$66.70	\$1,934.30
18 - REMOVE CONCRETE WALK		SQ FT	1044	\$1.70	\$1,774.80	\$2.00	\$2,088.00	\$1.50	\$1,566.00	\$2.50	\$2,610.00	\$2.00	\$2,088.00	\$2.05	\$2,140.20
19 - REMOVE CONCRETE PAVEMENT		SQ YD	604	\$9.75	\$5,889.00	\$10.00	\$6,040.00	\$12.00	\$7,248.00	\$20.00	\$12,080.00	\$15.00	\$9,060.00	\$13.50	\$8,154.00
20 - REMOVE BITUMINOUS DRIVEWAY PAVEMENT		SQ YD	2445	\$7.15	\$17,481.75	\$3.00	\$7,335.00	\$5.00	\$12,225.00	\$10.00	\$24,450.00	\$9.00	\$22,005.00	\$11.40	\$27,873.00
21 - REMOVE BITUMINOUS PAVEMENT (STREET) (P)		SQ YD	21450	\$5.55	\$119,047.50	\$4.25	\$91,162.50	\$7.00	\$150,150.00	\$3.85	\$82,582.50	\$2.50	\$53,625.00	\$3.05	\$65,422.50
22 - REMOVE BITUMINOUS PAVING WEDGE		LIN FT	12510	\$0.90	\$11,259.00	\$2.00	\$25,020.00	\$0.90	\$11,259.00	\$0.95	\$11,884.50	\$1.00	\$12,510.00	\$1.35	\$16,888.50
23 - SALVAGE BRICK PAVERS		SQ FT	993	\$2.60	\$2,581.80	\$8.00	\$7,944.00	\$1.50	\$1,489.50	\$5.25	\$5,213.25	\$5.00	\$4,965.00	\$5.85	\$5,809.05
24 - COMMON EXCAVATION (P)		CU YD	20233	\$27.80	\$562,477.40	\$32.00	\$647,456.00	\$26.00	\$526,058.00	\$27.85	\$563,489.05	\$35.00	\$708,155.00	\$40.00	\$809,320.00
25 - SUBGRADE EXCAVATION (EV)		CU YD	1041	\$33.60	\$34,977.60	\$32.00	\$33,312.00	\$15.00	\$15,615.00	\$27.85	\$28,991.85	\$35.00	\$36,435.00	\$35.70	\$37,163.70
26 - STABILIZING AGGREGATE (3" CLEAR)		TON	1898	\$38.05	\$72,218.90	\$45.00	\$85,410.00	\$25.00	\$47,450.00	\$43.65	\$82,847.70	\$55.00	\$104,390.00	\$41.40	\$78,577.20
27 - SELECT GRANULAR BORROW (CV)		CU YD	6940	\$27.85	\$193,279.00	\$32.00	\$222,080.00	\$26.00	\$180,440.00	\$34.73	\$241,026.20	\$23.00	\$159,620.00	\$36.80	\$255,392.00
28 - GEOTEXTILE FABRIC TYPE 5		SQ YD	20820	\$0.45	\$9,369.00	\$2.50	\$52,050.00	\$1.50	\$31,230.00	\$1.43	\$29,772.60	\$2.00	\$41,640.00	\$0.98	\$20,403.60
29 - EXPLORATORY EXCAVATION		HOURL	25	\$1,300.00	\$32,500.00	\$350.00	\$8,750.00	\$250.00	\$6,250.00	\$1,750.00	\$43,750.00	\$500.00	\$12,500.00	\$295.00	\$7,375.00
30 - AGGREGATE BASE CLASS 5 (CV)		CU YD	4649.8	\$49.80	\$231,560.04	\$45.00	\$209,241.00	\$33.00	\$153,443.40	\$49.56	\$230,444.09	\$45.00	\$209,241.00	\$65.50	\$304,561.90
31 - CLASS 2 AGGREGATE SURFACING (GRAVEL DRIVEWAY)		TON	100	\$35.00	\$3,500.00	\$50.00	\$5,000.00	\$58.00	\$5,800.00	\$37.94	\$3,794.00	\$45.00	\$4,500.00	\$65.00	\$6,500.00
32 - BITUMINOUS PATCH SPECIAL (SPWEB340B)		TON	100	\$140.55	\$14,055.00	\$113.00	\$11,300.00	\$110.00	\$11,000.00	\$118.65	\$11,865.00	\$125.00	\$12,500.00	\$221.00	\$22,100.00
33 - BITUMINOUS MATERIAL FOR TACK COAT		GAL	912	\$1.90	\$1,732.80	\$1.90	\$1,732.80	\$1.824.00	\$1,824.00	\$2.00	\$2,280.00	\$2.50	\$2,280.00	\$3.70	\$3,374.40
34 - TYPE SP 9.5 WEAR COURSE MIX (2,B) 3.0" THICK		SQ YD	2535	\$25.50	\$64,642.50	\$29.00	\$73,515.00	\$19.00	\$48,165.00	\$19.95	\$50,573.25	\$21.00	\$53,235.00	\$44.20	\$112,047.00
35 - TYPE SP 9.5 WEAR COURSE MIX (SPWEA240C)		TON	1504	\$101.50	\$152,656.00	\$101.50	\$152,656.00	\$100.00	\$150,400.00	\$106.58	\$160,296.32	\$113.00	\$169,952.00	\$102.00	\$153,408.00
36 - TYPE SP 12.5 NON-WEAR COURSE MIX (SPNWB230C)		TON	2506	\$94.40	\$236,566.40	\$94.40	\$236,566.40	\$94.00	\$235,564.00	\$99.12	\$248,394.72	\$105.00	\$263,130.00	\$97.00	\$243,082.00
37 - BITUMINOUS PAVING WEDGE		LIN FT	12510	\$2.75	\$34,402.50	\$2.75	\$34,402.50	\$3.00	\$37,530.00	\$2.89	\$36,153.90	\$3.00	\$37,530.00	\$3.35	\$41,908.50
38 - 15" RC PIPE APRON		EACH	3	\$1,618.00	\$4,854.00	\$3,500.00	\$10,500.00	\$1,700.00	\$5,100.00	\$1,357.18	\$4,071.54	\$1,700.00	\$5,100.00	\$1,620.00	\$4,860.00
39 - RANDOM RIP RAP CLASS III (GRANITE) (LV)		CU YD	15.5	\$130.45	\$2,021.98	\$130.00	\$2,015.00	\$220.00	\$3,410.00	\$184.00	\$2,852.00	\$150.00	\$2,325.00	\$208.00	\$3,224.00
40 - 6" PVC PIPE DRAIN CLEANOUT		EACH	66	\$456.75	\$30,145.50	\$450.00	\$29,700.00	\$400.00	\$26,400.00	\$349.36	\$23,057.76	\$650.00	\$42,900.00	\$344.00	\$22,704.00
41 - 6" PVC PERFORATED PIPE DRAIN		LIN FT	9450	\$29.60	\$279,720.00	\$22.00	\$207,900.00	\$10.00	\$94,500.00	\$24.55	\$231,997.50	\$11.00	\$103,950.00	\$55.40	\$523,530.00
42 - 8" PVC PIPE (STORM)		LIN FT	21	\$81.75	\$1,716.75	\$45.00	\$945.00	\$70.00	\$1,470.00	\$72.94	\$1,531.74	\$55.00	\$1,155.00	\$71.30	\$1,497.30
43 - 15" PVC PIPE (STORM)		LIN FT	109	\$94.90	\$10,344.10	\$60.00	\$6,540.00	\$120.00	\$13,080.00	\$121.62	\$13,256.58	\$80.00	\$8,720.00	\$71.40	\$7,782.60
44 - 15" RC PIPE SEWER DESIGN 3006 CL V (STORM)		LIN FT	3110	\$56.50	\$175,715.00	\$68.00	\$211,480.00	\$73.00	\$227,030.00	\$83.67	\$260,213.70	\$64.00	\$199,040.00	\$56.30	\$175,093.00
45 - 18" RC PIPE SEWER DESIGN 3006 CL V (STORM)		LIN FT	1078	\$60.50	\$65,219.00	\$75.00	\$80,850.00	\$78.00	\$84,084.00	\$89.73	\$96,728.94	\$65.00	\$70,070.00	\$57.7	

				6		7		8		9		10		11	
				Douglas-Kerr Underground, L.L.C		Ryan Contracting Co.		Eureka Construction, Inc.		Northdale Construction Company, Inc.		New Look Contracting, Inc.		Park Construction Company	
Line Item	Item Description	UoFM	Qty	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
74 -	CONSTRUCT DRAINAGE STRUCTURE SPECIAL 2	EACH	1	\$5,339.00	\$5,339.00	\$3,500.00	\$3,500.00	\$4,300.00	\$4,300.00	\$5,270.00	\$5,270.00	\$5,500.00	\$5,500.00	\$5,190.00	\$5,190.00
75 -	CONST DRAINAGE STRUCTURE DESIGN SPECIAL (2X3)	EACH	17	\$2,095.00	\$35,615.00	\$2,150.00	\$36,550.00	\$1,600.00	\$27,200.00	\$2,173.08	\$36,942.36	\$1,900.00	\$32,300.00	\$2,130.00	\$36,210.00
76 -	CONST DRAINAGE STRUCTURE DESIGN H	EACH	1	\$3,330.00	\$3,330.00	\$3,450.00	\$3,450.00	\$2,000.00	\$2,000.00	\$2,091.54	\$2,091.54	\$1,850.00	\$1,850.00	\$2,030.00	\$2,030.00
77 -	CONST DRAINAGE STRUCTURE 48-4022	EACH	24	\$3,223.00	\$77,352.00	\$2,850.00	\$68,400.00	\$2,800.00	\$67,200.00	\$3,644.50	\$87,468.00	\$2,750.00	\$66,000.00	\$2,990.00	\$71,760.00
78 -	CONST DRAINAGE STRUCTURE 60-4020	EACH	2	\$5,522.00	\$11,044.00	\$3,650.00	\$7,300.00	\$5,000.00	\$10,000.00	\$9,367.31	\$18,734.62	\$4,400.00	\$8,800.00	\$5,050.00	\$10,100.00
79 -	CONST DRAINAGE STRUCTURE 72-4020	EACH	1	\$8,006.00	\$8,006.00	\$4,500.00	\$4,500.00	\$12,000.00	\$12,000.00	\$13,566.15	\$13,566.15	\$13,000.00	\$13,000.00	\$6,980.00	\$6,980.00
80 -	CASTING ASSEMBLY (R-3067-V) (STORM)	EACH	43	\$864.10	\$37,156.30	\$1,050.00	\$45,150.00	\$1,000.00	\$43,000.00	\$1,548.58	\$66,588.94	\$975.00	\$41,925.00	\$927.00	\$39,861.00
81 -	CASTING ASSEMBLY (R-1652-B) (STORM)	EACH	1	\$2,102.00	\$2,102.00	\$1,200.00	\$1,200.00	\$1,100.00	\$1,100.00	\$1,346.93	\$1,346.93	\$975.00	\$975.00	\$1,550.00	\$1,550.00
82 -	CASTING ASSEMBLY (R-4342) (STORM)	EACH	1	\$1,604.00	\$1,604.00	\$1,200.00	\$1,200.00	\$1,600.00	\$1,600.00	\$1,231.39	\$1,231.39	\$975.00	\$975.00	\$1,160.00	\$1,160.00
83 -	CONSTRUCT SANITARY MANHOLE	LIN FT	20.2	\$646.75	\$13,064.35	\$375.00	\$7,575.00	\$1,500.00	\$30,300.00	\$1,218.01	\$24,603.80	\$865.00	\$17,473.00	\$372.00	\$7,514.40
84 -	8" NYLOPLAST BASIN W/ STANDARD CASTING	EACH	1	\$2,100.00	\$2,100.00	\$2,500.00	\$2,500.00	\$1,300.00	\$1,300.00	\$2,041.48	\$2,041.48	\$1,425.00	\$1,425.00	\$1,930.00	\$1,930.00
85 -	LOWER SANITARY MANHOLE (SPECIAL)	EACH	2	\$3,096.00	\$6,192.00	\$2,500.00	\$5,000.00	\$2,000.00	\$4,000.00	\$4,151.51	\$8,303.02	\$4,200.00	\$8,400.00	\$1,560.00	\$3,120.00
86 -	CASTING ASSEMBLY SPECIAL (R-1642 CASTING) (SANITARY)	EACH	13	\$2,026.00	\$26,338.00	\$1,025.00	\$13,325.00	\$1,200.00	\$15,600.00	\$1,346.93	\$17,510.09	\$1,050.00	\$13,650.00	\$1,550.00	\$20,150.00
87 -	CASTING ASSEMBLY SPECIAL (R-1642 CASTING - LOW PRO) (SANITARY)	EACH	8	\$2,066.00	\$16,528.00	\$1,025.00	\$8,200.00	\$1,200.00	\$9,600.00	\$1,346.93	\$10,775.44	\$1,050.00	\$8,400.00	\$1,550.00	\$12,400.00
88 -	CONSTRUCT 6" SANITARY OUTSIDE DROP	LIN FT	4.4	\$1,449.00	\$6,375.60	\$750.00	\$3,300.00	\$1,300.00	\$5,720.00	\$1,343.30	\$5,910.52	\$2,400.00	\$10,560.00	\$842.00	\$3,704.80
89 -	STORMWATER FEATURE EXCAVATION (P)	CU YD	590	\$51.60	\$30,444.00	\$38.00	\$22,420.00	\$28.00	\$16,520.00	\$48.93	\$28,868.70	\$30.00	\$17,700.00	\$40.90	\$24,131.00
90 -	RETAINING WALL (CHILTON STONE)	SQ FT	1240	\$77.60	\$96,224.00	\$75.00	\$93,000.00	\$140.00	\$173,600.00	\$84.00	\$104,160.00	\$94.00	\$116,560.00	\$89.80	\$111,352.00
91 -	FILTER TOPSOIL BORROW (ENGINEERED SOIL MIX) (24" DEPTH)	CU YD	275	\$190.10	\$52,277.50	\$45.00	\$12,375.00	\$260.00	\$17,500.00	\$167.15	\$45,966.25	\$160.00	\$44,000.00	\$96.20	\$26,455.00
92 -	SHREDDED HARDWOOD MULCH (3" DEPTH)	CU YD	40	\$52.00	\$2,080.00	\$75.00	\$3,000.00	\$52.00	\$2,080.00	\$99.75	\$3,990.00	\$99.00	\$3,960.00	\$55.30	\$2,212.00
93 -	STEEL LANDSCAPE EDGER	LIN FT	460	\$7.10	\$3,266.00	\$9.00	\$4,140.00	\$7.00	\$3,220.00	\$8.93	\$4,107.80	\$10.00	\$4,600.00	\$7.55	\$3,473.00
94 -	PERENNIAL - NO. 1 CONTAINER	EACH	1147	\$18.20	\$20,875.40	\$20.00	\$22,940.00	\$18.00	\$20,646.00	\$28.88	\$33,125.36	\$24.00	\$27,528.00	\$19.40	\$22,251.80
95 -	DECIDUOUS SHRUB - NO. 5 CONTAINER	EACH	68	\$48.00	\$3,264.00	\$55.00	\$3,740.00	\$48.00	\$3,264.00	\$71.40	\$4,855.20	\$99.00	\$6,732.00	\$51.10	\$3,474.80
96 -	DECIDUOUS TREE 3" CAL B&B	EACH	3	\$741.00	\$2,223.00	\$830.00	\$2,490.00	\$740.00	\$2,220.00	\$624.75	\$1,874.25	\$800.00	\$2,400.00	\$789.00	\$2,367.00
97 -	CONIFEROUS TREE 6" HT B&B	EACH	6	\$630.00	\$3,780.00	\$600.00	\$3,600.00	\$630.00	\$3,780.00	\$582.75	\$3,496.50	\$600.00	\$3,600.00	\$670.00	\$4,020.00
98 -	DECIDUOUS TREE 2" CAL B&B	EACH	10	\$520.00	\$5,200.00	\$600.00	\$6,000.00	\$520.00	\$5,200.00	\$593.25	\$5,932.50	\$675.00	\$6,750.00	\$553.00	\$5,530.00
99 -	ORNAMENTAL TREE 2" CAL B&B	EACH	1	\$515.00	\$515.00	\$700.00	\$700.00	\$520.00	\$520.00	\$551.25	\$551.25	\$675.00	\$675.00	\$548.00	\$548.00
100 -	PROTECT TREE WITH FENCE	EACH	55	\$158.70	\$8,728.50	\$130.00	\$7,150.00	\$100.00	\$5,500.00	\$210.00	\$11,550.00	\$215.00	\$11,825.00	\$373.00	\$20,515.00
101 -	4" CONCRETE WALK	SQ FT	450	\$6.50	\$2,925.00	\$10.00	\$4,500.00	\$8.50	\$3,825.00	\$15.87	\$7,141.50	\$10.75	\$4,837.50	\$8.85	\$3,982.50
102 -	6" CONCRETE WALK (PEDESTRIAN RAMP)	SQ FT	856	\$8.70	\$7,447.20	\$15.00	\$12,840.00	\$14.00	\$11,984.00	\$22.17	\$18,977.52	\$16.25	\$13,910.00	\$14.80	\$12,668.80
103 -	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	12510	\$18.10	\$226,431.00	\$21.50	\$268,965.00	\$18.00	\$225,180.00	\$18.90	\$236,439.00	\$19.75	\$247,072.50	\$20.40	\$255,204.00
104 -	6" CONCRETE DRIVEWAY	SQ YD	705	\$75.70	\$53,368.50	\$80.00	\$56,400.00	\$81.00	\$57,105.00	\$107.13	\$75,526.65	\$100.00	\$70,500.00	\$77.60	\$54,708.00
105 -	TRUNCATED DOMES	SQ FT	215	\$54.70	\$11,760.50	\$85.00	\$18,275.00	\$75.00	\$16,125.00	\$77.82	\$16,731.30	\$80.00	\$17,200.00	\$72.60	\$15,609.00
106 -	TEMPORARY MAILBOX	EACH	85	\$50.00	\$4,250.00	\$50.00	\$4,250.00	\$50.00	\$4,250.00	\$52.50	\$4,462.50	\$54.00	\$4,590.00	\$51.90	\$4,411.50
107 -	REINSTALL MAILBOX AND SUPPORT	EACH	34	\$150.00	\$5,100.00	\$75.00	\$2,550.00	\$150.00	\$5,100.00	\$157.50	\$5,355.00	\$161.00	\$5,474.00	\$156.00	\$5,304.00
108 -	INSTALL BRICK PAVERS	SQ FT	810	\$21.05	\$17,050.50	\$16.00	\$12,960.00	\$10.00	\$8,100.00	\$21.20	\$17,172.00	\$18.00	\$14,580.00	\$11.00	\$8,910.00
109 -	INSTALL FENCE	LIN FT	60	\$110.00	\$6,600.00	\$18.00	\$1,080.00	\$110.00	\$6,600.00	\$61.47	\$3,688.20	\$63.00	\$3,780.00	\$114.00	\$6,840.00
110 -	INSTALL RETAINING WALL	LIN FT	29	\$73.70	\$2,137.30	\$30.00	\$870.00	\$86.00	\$2,494.00	\$105.00	\$3,045.00	\$108.00	\$3,132.00	\$176.00	\$5,104.00
111 -	TRAFFIC CONTROL	LUMP SUM	1	\$26,700.00	\$26,700.00	\$38,000.00	\$38,000.00	\$27,000.00	\$27,000.00	\$28,035.00	\$28,035.00	\$10,000.00	\$10,000.00	\$25,500.00	\$25,500.00
112 -	INSTALL SIGN PANEL	EACH	22	\$50.00	\$1,100.00	\$215.00	\$4,730.00	\$50.00	\$1,100.00	\$52.50	\$1,155.00	\$54.00	\$1,188.00	\$223.00	\$4,906.00
113 -	SIGN POST	EACH	8	\$300.00	\$2,400.00	\$305.00	\$2,440.00	\$300.00	\$2,400.00	\$315.00	\$2,520.00	\$323.00	\$2,584.00	\$316.00	\$2,528.00
114 -	STABILIZED CONSTRUCTION EXIT	EACH	4	\$1,449.00	\$5,796.00	\$1,500.00	\$6,000.00	\$1,500.00	\$6,000.00	\$6,225.00	\$24,900.00	\$1.00	\$4.00	\$1,380.00	\$5,520.00
115 -	STORM DRAIN INLET PROTECTION	EACH	67	\$177.45	\$11,889.15	\$150.00	\$10,050.00	\$170.00	\$11,390.00	\$200.00	\$13,400.00	\$160.00	\$10,720.00	\$206.00	\$13,802.00
116 -	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	1429	\$3.70	\$5,287.30	\$4.00	\$5,716.00	\$3.50	\$5,001.50	\$4.19	\$5,987.51	\$5.00	\$7,145.00	\$3.95	\$5,644.55
117 -	ROCK CHECK DAM	EACH	4	\$738.55	\$2,954.20	\$1,250.00	\$5,000.00	\$600.00	\$2,400.00	\$1,500.54	\$6,002.16	\$650.00	\$2,600.00	\$1,000.00	\$4,000.00
118 -	SILT FENCE	LIN FT	406	\$4.00	\$1,624.00	\$3.50	\$1,421.00	\$4.00	\$1,624.00	\$2.63	\$1,067.78	\$5.00	\$2,030.00	\$4.25	\$1,725.50
119 -	COMMON TOPSOIL BORROW (LV)	CU YD	2364.5	\$40.00	\$94,580.00	\$35.00	\$82,757.50	\$0.01	\$23.65	\$45.07	\$106,568.02	\$0.01	\$23.65	\$0.01	\$23.65
120 -	SODDING TYPE LAWN	SQ YD	13313	\$7.25	\$96,519.25	\$6.00	\$79,878.00	\$7.50	\$99,847.50	\$8.03	\$106,903.39	\$8.25	\$109,832.25	\$7.70	\$102,510.10
121 -	ROLLED EROSION PREVENTION CATEGORY 20 W/ SEED MIXTURE (25-151)	SQ YD	874	\$3.00	\$2,622.00	\$2.40	\$2,097.60	\$3.00	\$2,622.00	\$2.26	\$1,975.24	\$2.50	\$2,185.00	\$3.20	\$2,796.80
BASE BID TOTAL:					\$5,056,572.52		\$5,106,250.30		\$5,118,551.55		\$5,155,913.79		\$5,215,802.90		\$5,630,796.50



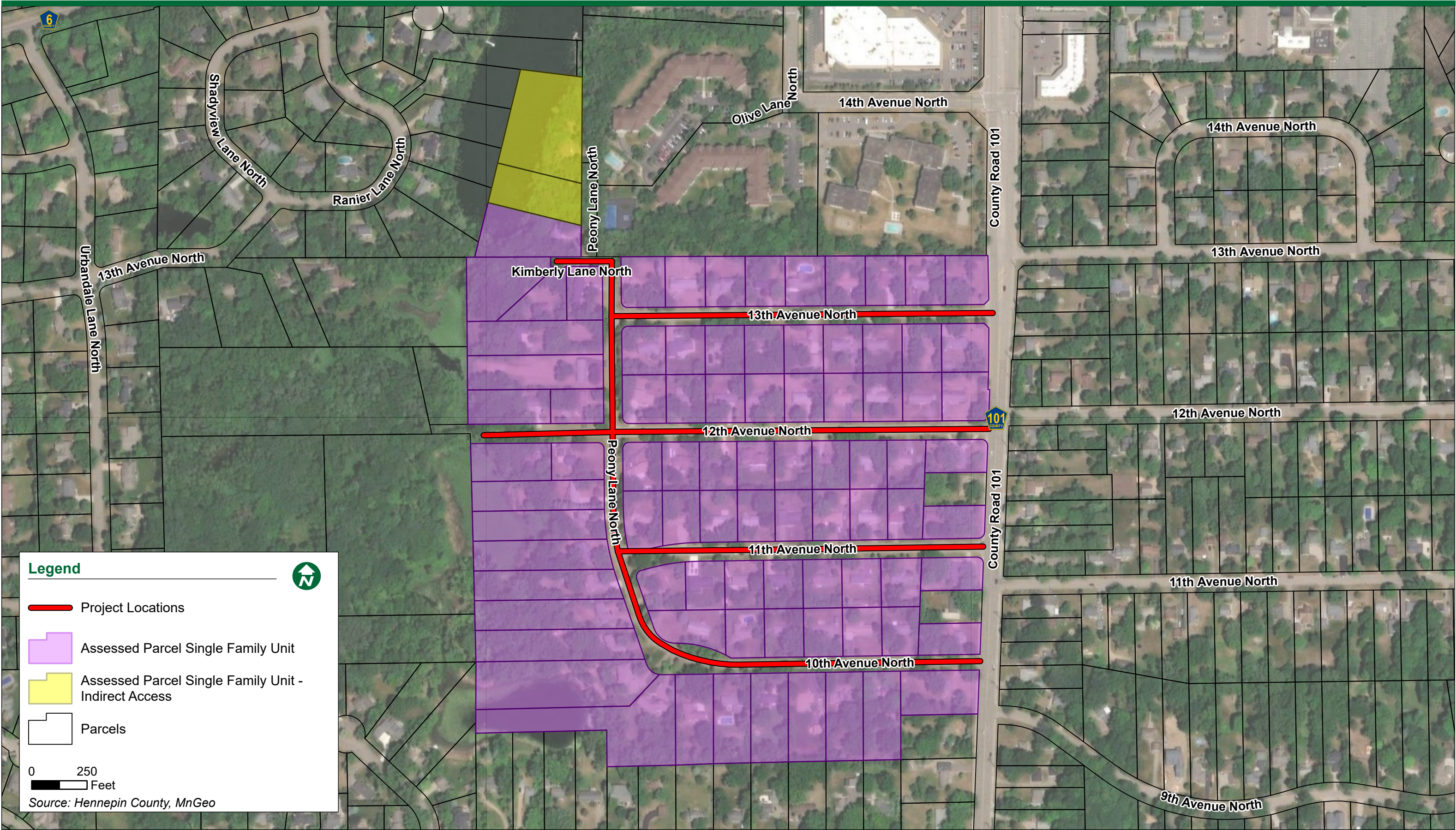
PID	PROPERTY OWNER 1	PROPERTY OWNER 2	PROPERTY ADDRESS	PROPERTY CITY, STATE, ZIP	TAXPAYER ADDRESS	TAXPAYER CITY, STATE, ZIP	ASSESSMENT
30-118-22-43-0040	JESSICA DURRANT		1325 PEONY LA N	PLYMOUTH MN 55447	1325 PEONY LA N	PLYMOUTH MN 55447	\$ 10,000.00
30-118-22-43-0041	JUDELL ANDERSON		1315 PEONY LA N	PLYMOUTH MN 55447	1315 PEONY LA N	PLYMOUTH MN 55447	\$ 10,000.00
30-118-22-43-0042	AMY C JORDAN		1305 PEONY LA N	PLYMOUTH MN 55447	1305 PEONY LA N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-11-0001	DAVID B GAUDETTE		1005 CO RD NO 101	PLYMOUTH MN 55447	1005 CO RD NO 101	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-11-0002	MARLEY PROPERTIES LLC		1125 CO RD NO 101	PLYMOUTH MN 55447	12020 28TH AV N	PLYMOUTH MN 55441	\$ 12,033.45
31-118-22-11-0004	WHITEHOUSE/16010 14TH AV LLC		17520 11TH AVE N	PLYMOUTH MN 55447	2030 GARLAND LANE N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-11-0005	TEAGUE MITCHELL		17530 11TH AVE N	PLYMOUTH MN 55447	17530 11TH AVE N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-11-0006	SARAH KIECKER		17610 11TH AVE N	PLYMOUTH MN 55447	17610 11TH AVE N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-11-0007	THOMAS & MARY STRAND		17620 11TH AVE N	PLYMOUTH MN 55447	17620 11TH AVE N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-11-0008	JOSEPH & AMY OBEREMBT		17630 11TH AVE N	PLYMOUTH MN 55447	17630 11TH AVE N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-11-0009	HANNAH STUURMANS		17710 11TH AVE N	PLYMOUTH MN 55447	17710 11TH AVE N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-11-0010	SMW REAL ESTATE INVESTMENTS		17720 11TH AVE N	PLYMOUTH MN 55447	4453 CEDAR LAKE RD	ST LOUIS PARK MN 55416	\$ 12,033.45
31-118-22-11-0011	ROBERT A & SHIRLEY A KNUTSON		17800 11TH AVE N	PLYMOUTH MN 55447	17800 11TH AVE N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-11-0012	GEOFFREY T ZAHN		17810 11TH AVE N	PLYMOUTH MN 55447	17810 11TH AVE N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-11-0013	CAROL ANN BISSENER		17815 12TH AVE N	PLYMOUTH MN 55447	17815 12TH AVE N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-11-0014	JAMES MEYER & ASHLEY MEYER		17735 12TH AVE N	PLYMOUTH MN 55447	17735 12TH AVE N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-11-0015	LUCAS PUTZ & WENDI PUTZ		17725 12TH AVE N	PLYMOUTH MN 55447	17725 12TH AVE N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-11-0016	TODD MICHAEL BREYFOGLE		17715 12TH AVE N	PLYMOUTH MN 55447	17715 12TH AVE N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-11-0017	LUKE HOFFMAN & ANNA HOFFMAN		17625 12TH AVE N	PLYMOUTH MN 55447	17625 12TH AVE N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-11-0018	MARKS/MICHAELS PLYMOUTH PROP		17615 12TH AVE N	PLYMOUTH MN 55447	2735 EMERSON AVE S	MINNEAPOLIS MN 55408	\$ 12,033.45
31-118-22-11-0019	RONALD W NORMAN		17605 12TH AVE N	PLYMOUTH MN 55447	17605 12TH AVE N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-11-0020	ORVILLE OSGOOD		17525 12TH AVE N	PLYMOUTH MN 55447	17525 12TH AVE N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-11-0021	SIHANG CHEN/ZHENGYIN QIAN		1025 CO RD NO 101	PLYMOUTH MN 55447	1025 CO RD NO 101	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-11-0023	VICKI R SNYDER		17530 10TH AVE N	PLYMOUTH MN 55447	17530 10TH AVE N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-11-0024	CHARLES B & MARY A NASON		17610 10TH AVE N	PLYMOUTH MN 55447	17610-D 10TH AVE NO	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-11-0025	CHARLIE D JOHNSON		17620 10TH AVE N	PLYMOUTH MN 55447	P O BOX 603	WAYZATA MN 55391	\$ 12,033.45
31-118-22-11-0026	ROSS K BAKKEN		17700 10TH AVE N	PLYMOUTH MN 55447	17700 10TH AVE N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-11-0027	ROSE M MUCHLINSKI		17710 10TH AVE N	PLYMOUTH MN 55447	17710 10TH AVE N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-11-0028	MARK W HULTING		17730 10TH AVE N	PLYMOUTH MN 55447	17730 10TH AVE N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-11-0029	MALANIE RAHMAN/JUSTIN RAHMAN		17815 11TH AVE N	PLYMOUTH MN 55447	704 S PINE AVENUE	ROSWELL NM 88203	\$ 12,033.45
31-118-22-11-0030	DANIEL J & KIMBERLY J LOPEZ		17725 11TH AVE N	PLYMOUTH MN 55447	17725-11TH AVE NO	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-11-0031	KRISTEN MANETTE RATNER	FRANK LINCY TRINIDAD	17715 11TH AVE N	PLYMOUTH MN 55447	17715 11TH AVE N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-11-0032	COLLEEN P HOLMQUIST		17705 11TH AVE N	PLYMOUTH MN 55447	17705 11TH AVE N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-11-0033	NICHOLAS JAMES NOTHOM		17625 11TH AVE N	PLYMOUTH MN 55447	17625 11TH AVE N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-11-0034	ANDREI POVARGA	SVETLANA POVARGA	17615 11TH AVE N	PLYMOUTH MN 55447	17615 11TH AVE N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-11-0035	JEANNE M DUGSTAD		17525 11TH AVE N	PLYMOUTH MN 55447	17525 11TH AVE N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-11-0036	JOSEPH W HOFFMAN		17510 13TH AVE N	PLYMOUTH MN 55447	17510 13TH AVE N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-11-0037	JASON M GREENE		17520 13TH AVE N	PLYMOUTH MN 55447	17520 13TH AVE N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-11-0038	DEBRA D JOHNSON		17610 13TH AVE N	PLYMOUTH MN 55447	17610 13TH AVE N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-11-0039	STEVEN LAQUA	COLLEEN LAQUA	17620 13TH AVE N	PLYMOUTH MN 55447	17620 13TH AVE N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-11-0040	GARY M & ANN M BERGQUIST		17630 13TH AVE N	PLYMOUTH MN 55447	17630 13TH AVE N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-11-0041	SHELLI WOJCIECHOWSKI		17710 13TH AVE N	PLYMOUTH MN 55447	17720 11TH AVE N	MINNEAPOLIS MN 55447	\$ 12,033.45



PID	PROPERTY OWNER 1	PROPERTY OWNER 2	PROPERTY ADDRESS	PROPERTY CITY, STATE, ZIP	TAXPAYER ADDRESS	TAXPAYER CITY, STATE, ZIP	ASSESSMENT
31-118-22-11-0042	S PENG & P D KOPECKY		17720 13TH AVE N	PLYMOUTH MN 55447	17720 13TH AVE N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-11-0043	TAUQEER ASHRAF	MARYAN MAHAMUD FARAH	17730 13TH AVE N	PLYMOUTH MN 55447	17730 13TH AVE N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-11-0044	KELLY A & RICHARD C RIEBE JR		17810 13TH AVE N	PLYMOUTH MN 55447	17810 13TH AVE N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-11-0045	ANDREW & DEBRA BOWERMAN		17510 12TH AVE N	PLYMOUTH MN 55447	17510 12TH AVE NO	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-11-0046	DONALD L DAWKINS		17520 12TH AVE N	PLYMOUTH MN 55447	17520 12TH AV N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-11-0047	DOUGLAS SANDERS		17600 12TH AVE N	PLYMOUTH MN 55447	17600 12TH AVE N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-11-0048	GABRIEL R ANDERSON	TIA Q ANDERSON	17610 12TH AVE N	PLYMOUTH MN 55447	17610 12TH AVE N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-11-0049	NICHOLAS WEGLEITNER	MADALYN WEGLEITNER	17620 12TH AVE N	PLYMOUTH MN 55447	17620 12TH AVE N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-11-0050	JANINE HORNIG/HADLEY HORNIG		17710 12TH AVE N	PLYMOUTH MN 55447	17710 12TH AVE N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-11-0051	LUTING CHENG		17720 12TH AVE N	PLYMOUTH MN 55447	17720 12TH AVE N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-11-0052	JAMIE A & BERNELL E BUCHANAN		17730 12TH AVE N	PLYMOUTH MN 55447	17730 12TH AVE N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-11-0053	JINYI ZHANG	ALEJANDRO DE LA VEGA	17810 12TH AVE N	PLYMOUTH MN 55447	17810 12TH AVE N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-11-0054	VERA H JOHNSON		17815 13TH AVE N	PLYMOUTH MN 55447	17815 13TH AVE N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-11-0055	JAMISON R ZWIEG		17805 13TH AVE N	PLYMOUTH MN 55447	17805 13TH AVE N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-11-0056	TODD D CRADIT		17725 13TH AVE N	PLYMOUTH MN 55447	17725 13TH AVE N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-11-0057	DANIEL LEE RITCHIE	ANN KATHLEEN RITCHIE	17715 13TH AVE N	PLYMOUTH MN 55447	17715 13TH AVE N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-11-0058	RONALD R & MARLENE L ROBERTS		17635 13TH AVE N	PLYMOUTH MN 55447	17635 13TH AVE N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-11-0059	KATHRYN L JOHNSON	RICHARD E JOHNSON	17625 13TH AVE N	PLYMOUTH MN 55447	18620 29TH AVE N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-11-0060	SAMUEL TWETAN & EMMA TWETAN		17615 13TH AVE N	PLYMOUTH MN 55447	17615 13TH AVE N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-11-0061	JEFFREY L & BECKY A WEILAND		17525 13TH AVE N	PLYMOUTH MN 55447	17525 13TH AVE N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-11-0062	MARK ROE & JENNIFER ROE		17505 13TH AVE N	PLYMOUTH MN 55447	17505 13TH AVE N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-12-0004	CAL RUSSELL BALDRY		1115 PEONY LA N	PLYMOUTH MN 55447	1115 PEONY LA N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-12-0005	EMILY SCHMIDT		1105 PEONY LA N	PLYMOUTH MN 55447	1105 PEONY LA N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-12-0006	DAVID BRANDSTROM	BRIANNA MAXAM	1035 PEONY LA N	PLYMOUTH MN 55447	1035 PEONY LA N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-12-0007	R L ZINNIEL & J L ZINNIEL		1025 PEONY LA N	PLYMOUTH MN 55447	1025 PEONY LA N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-12-0008	LAURA FITE		1015 PEONY LA N	PLYMOUTH MN 55447	1015 PEONY LA N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-12-0009	JEROME GROAT & MARY GROAT		1005 PEONY LA N	PLYMOUTH MN 55447	1005 PEONY LA N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-12-0013	AARON L HERZBERG	STACEY L HERZBERG	1245 PEONY LA N	PLYMOUTH MN 55447	1245 PEONY LA N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-12-0015	LEVI TOMES & KRISTIN TOMES		1225 PEONY LA N	PLYMOUTH MN 55447	1225 PEONY LANE N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-12-0016	NEENA S KISSNER		1215 PEONY LA N	PLYMOUTH MN 55447	1215 PEONY LA N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-12-0017	SHALIMAR C BALDRY		1205 PEONY LA N	PLYMOUTH MN 55447	1205 PEONY LA N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-12-0018	MARK E JACOBY		17930 12TH AVE N	PLYMOUTH MN 55447	17930 12TH AVE N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-12-0022	GARRETT G JOHNSON	ZARAH A ZANUSSI	1125 PEONY LA N	PLYMOUTH MN 55447	1125 PEONY LA N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-12-0023	MARK A EBBERS	ANN L EBBERS	17925 12TH AVE N	PLYMOUTH MN 55447	17925 12TH AVE N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-12-0026	ELSA PACHECO RESENDIZ		1235 PEONY LA N	PLYMOUTH MN 55447	1235 PEONY LA N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-12-0027	KATHERINE M WILLIAMS		40 ADDRESS UNASSIGNED	PLYMOUTH MN 00000	6617 PENOY LA N	MAPLE GROVE MN 55311	\$ 12,033.45
31-118-22-14-0003	JOHN W BUNCH		925 CO RD NO 101	PLYMOUTH MN 55447	2705 XANTHUS LA N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-14-0017	SCOTT F RUSTEN		17725 10TH AVE N	PLYMOUTH MN 55447	17725 10TH AVE N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-14-0018	MATTHEW MILLSLAGLE	JAMIE MILLSLAGLE	17715 10TH AVE N	PLYMOUTH MN 55447	17715 10TH AVE N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-14-0019	JAMES CONLON & SHEILA CONLON		17705 10TH AVE N	PLYMOUTH MN 55447	4829 HAMILTON LANE	MINNETONKA MN 55345	\$ 12,033.45
31-118-22-14-0020	LINDA SUE STRNAD MURAS		17625 10TH AVE N	PLYMOUTH MN 55447	17625 D 10TH AVE N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-14-0021	THOMAS A & SUSAN E DIERKS		17615 10TH AVE N	PLYMOUTH MN 55447	17615 10TH AVE NO	PLYMOUTH MN 55447	\$ 12,033.45



PID	PROPERTY OWNER 1	PROPERTY OWNER 2	PROPERTY ADDRESS	PROPERTY CITY, STATE, ZIP	TAXPAYER ADDRESS	TAXPAYER CITY, STATE, ZIP	ASSESSMENT
31-118-22-14-0022	JANINE WALDACK		17605 10TH AVE N	PLYMOUTH MN 55447	626 WEST FIRST STREET	CHASKA MN 55318	\$ 12,033.45
31-118-22-14-0042	MICHAEL & KAREN WINTER		17815 10TH AVE N	PLYMOUTH MN 55447	17815 10TH AVE N	PLYMOUTH MN 55447	\$ 12,033.45
31-118-22-14-0043	ADRIANE HEFLIN	NATHANIAL HEFLIN	17805 10TH AVE N	PLYMOUTH MN 55447	17805 10TH AVE N	PLYMOUTH MN 55447	\$ 12,033.45



SUPPLEMENTAL AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

1. MASTER AGREEMENT. The parties have previously entered into a Master Agreement for Professional Engineering Services which is incorporated herein by reference. In the event of a conflict between the Master Agreement and this Supplemental Agreement the Supplemental Agreement shall control with respect to the project for which it applies.

2. BACKGROUND.

- A. Date of Supplemental Agreement: February 25, 2025
- B. Owner: City of Plymouth
- C. Engineer: Bolton & Menk, Inc.
- D. Project: 2025 Frick's Garden Street Reconstruction Project
City Project No. ST259001

3. SERVICES. The Engineer shall perform the following services for the Owner as per the Agreement for Engineering Services dated August 22, 2023, and the Scope Amendment dated February 11, 2025 (attached).

4. PAYMENT. The Owner shall pay the Engineer for services rendered under the Supplemental Agreement as follows:

- ☐ Lump sum of: \$ _____
- ☐ Standard hourly rate pursuant to rate schedule on file with the City as of the date of this Supplemental Agreement.
- ☒ Standard hourly rate pursuant to rate schedule included in the proposal with a not to exceed of \$553,814.00, including reimbursable expenses.
Agreement for Engineering Services: \$363,974.00
Supplemental Agreement (2/25/2025): \$189,840.00
 - Extension of construction phase services
 - Material testingTotal, not to exceed: \$553,814.00

5. COMPLETION DATE. Services performed by Engineer pursuant to this Supplemental Agreement must be completed on or before December 31, 2027.

Dated: _____, 2025.

CITY OF PLYMOUTH

BY: _____
Jeffry Wosje, Mayor

BY: _____
David Callister, City Manager

Dated: _____, 2025.

BOLTON & MENK, INC.

BY:  _____

Mike Waltman
ITS: _____
Municipal Group Leader | Principal

REVIEWED BY:  _____

Michael Thompson, Public Works Director



Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337-1649

Ph: (952) 890-0509
Fax: (952) 890-8065
Bolton-Menk.com

February 11, 2025

Mr. Tony Miller, P.E.
Engineering Project Manager
City of Plymouth
3400 Plymouth Boulevard
Plymouth, MN 55345

Re: Proposal for Professional Engineering Services
Frick's Garden Street Reconstruction Project
Amendment #1 – Construction Phase Services

Mr. Miller:

Building on the final design efforts for the Frick's Garden Street Reconstruction project, Bolton & Menk has drafted a proposed amendment to our agreement for the construction phase of the project, as requested. Efforts include construction staking, shop drawing review, construction phase startup efforts (including attending a preconstruction meeting), construction administration support, construction phase design revision support as necessary, and as-built survey and record drawing efforts. Our proposed fee for this amendment is \$189,840 for 1,070 proposed hours of labor by Bolton & Menk.

Thank you for allowing Bolton & Menk to submit this proposal for your consideration. Please contact me at (612) 965-3926 or nickam@bolton-menk.com with any questions or comments.

Sincerely,
Bolton & Menk, Inc.

Nicholas J. Amatuccio, P.E.
Municipal Project Manager | Principal

Cc: Joe Shamla, P.E., Assistant City Engineer, City of Plymouth
Mike Payne, P.E., City Engineer/Deputy Public Works Director, City of Plymouth
Mike Waltman, P.E., Municipal Group Leader | Principal, Bolton & Menk

PROPOSED SCOPE OF WORK

The work to be performed by the Bolton & Menk under this agreement shall encompass and include detailed work, services, materials, equipment and supplies necessary for construction staking, as-built record production, shop drawing and submittal review, construction phase 'start up', construction administration support, and record drawings.

The project consists of roadway and utility improvements within the Frick's Garden Neighborhood, including 10th Avenue, 11th Avenue, 12th Avenue, 13th Avenue, Peony Lane, and Kimberly Lane. Details of the improvements are identified in the final plans for the Frick's Garden Street Reconstruction project. Building from the initial scope of work performed by Bolton & Menk for the City of Plymouth on the Frick's Garden Street Reconstruction project (tasks 1 through 4), work under this amendment addresses engineering and surveying support needs required during the construction phase. The scope of work to be performed for Task 5 – Construction Phase Services is as follows:

TASK 5 – 2025 CONSTRUCTION PHASE SERVICES

Construction phase professional engineering and surveying services to be provided by Bolton & Menk are as follows:

Task 5.1 - Construction Staking

Bolton & Menk will complete construction staking as required of the Owner/Engineer specified in the project manual. More specifically, staking will be provided as follows:

1. Storm Sewer: Staking will be furnished and set by Bolton & Menk at 50.0-foot spacing (usually offset for construction) for the storm sewer. Cuts to the proposed pipeline grade will be furnished by the Bolton & Menk. Manholes and catch basins will be staked with an offset and a witness with a cut to the lowest structure invert. Location staking shall be provided for service wyes for new construction.
2. Watermain: Staking will be provided at intervals of 50.0-feet. Cuts to the proposed pipeline grade will be furnished by Bolton & Menk, and location staking will be provided for valves and fittings. Hydrants will be staked with an offset and a witness with a cut to the ground elevation at the hydrant.
3. Curb: Offset staking will be provided with cuts and fills to proposed grade at 50-foot spacing on tangents, and 25-foot spacing on horizontal or vertical curves, shall be furnished and set along curb segments to be replaced at intersection and corners and replacements of 50-foot length or longer.
4. Pedestrian Ramps: Staking will be provided by the Bolton & Menk as specified in the plans for pedestrian ramps. Staking will be provided for the curb & gutter including the 0" curb height locations, curb begin radii, curb end radii, and trail/walk connection points to the pedestrian ramps. Bolton & Menk will not be required to stake location and elevation of landings, ramps, domes, and other concrete walk; as those features are required to be laid out by the contractor.
5. Miscellaneous: Filtration basin excavation and grading stakes will be provided at 25.0-foot spacing for offset/reference stakes to the bottom and top of the basin. Retaining walls will be staked at each end of the wall for start and end point locations.
6. Bolton & Menk will provide horizontal and vertical control points on the project's datum.
7. The City's contractor will be responsible to have all areas where stakes need to be set to be clear of debris. The contractor needs to also provide a clear line of sight for staking.
8. The Owner's project representative shall notify Bolton & Menk a minimum of 48 hours in advance of the need for construction stakes on the project, excluding Saturdays, Sundays, and legal holidays. Staking requests submitted after 2pm shall be recorded as being received the next business day.

Frick's Garden Street Reconstruction Amendment 1 – Construction Services

City of Plymouth



9. The City's Contractor shall protect and preserve all such stakes and marks, and Owner will charge the contractor and pay Bolton & Menk expense of resetting all such stakes and marks destroyed or disturbed due to the Contractor's carelessness or negligence. Stakes that are destroyed due to vandalism, erosion or other incidents shall be re-staked by the Bolton & Menk and will be at the OWNER's expense.
10. In the event of apparent or questionable errors or inconsistencies in such stakes set for control of line and/or grade, the Contractor shall promptly notify the Owner of such error or inconsistency and shall not proceed with the work until such stake, grade, or mark shall have been verified or corrected by Bolton & Menk.
11. Bolton & Menk will mark the existing boundary monuments prior to construction. The Contractor is responsible for protecting the monuments during construction. If monuments are removed the Bolton & Menk will reset them post construction at the Contractor's expense.
12. All other line and grade staking shall be the responsibility of the City's Contractor. The Contractor shall furnish sufficient equipment and personnel for determination of plan grades, cross sections, course thicknesses, etc.

Task 5.2 – Shop Drawing Review & Construction Phase Startup

Bolton & Menk will review required shop drawings submitted by the contractor, coordinate with contractors, suppliers, and City Staff as necessary, and issue comments or approvals as appropriate. Shop drawing review will be completed based on our review of the final plans and specifications, as well as supplemental conversations with City Staff and research should we identify such needs.

Bolton & Menk will attend (and lead if desired by the City) the preconstruction meeting, coordinate any remaining permits necessary for construction, and complete transition of private utility relocation coordination to the contractor.

Task 5.3 – Construction Phase Administrative Support

Bolton & Menk will provide construction administration support for the project. Bolton & Menk will have qualified and appropriate staff:

1. Attend up to eight (8) construction scheduling meetings during construction.
2. Review and comment on change orders and written directives prepared by others.
3. Review for conformance with design alternatives submitted by the contractor.
4. Assist in review, response, and/or production of temporary traffic control modification desires being contemplated or specifically desired by the City.
5. Visit the site up to four (4) other times during or following the construction effort, at the request of the City, to review constructed elements for compliance with the project documents and intent.
6. Attend the final walk through for review of substantially completed work and assistance with development of the project punch list.

During construction, unforeseen conditions can necessitate plan changes or design revision considerations. Bolton & Menk will be available to respond immediately to such needs to avoid contractor delays and associated costs. A budget is included for this potential need, which will be expended on an hourly basis as requested by the City's Project Team.

Frick's Garden Street Reconstruction Amendment 1 – Construction Services

City of Plymouth



Task 5.4 – As-Built Survey & Record Drawings

Bolton & Menk will collect as-built survey information on the installed storm sewer components, including elevation data on installed pipes at each structure invert, installed watermain components, including elevation data on installed hydrants and locations of curb stops, and the filtration basin finished grades. This information will be incorporated into an as-built plan set, along with construction notes collected by the City and furnished to us, following construction. The record drawings provided by Bolton & Menk will include the streets, typical sections on each street sheet, storm sewer with the profile of each pipe including grades and elevations, signage, and the filtration basin along with any other permanent BMPs.

PROPOSED FEES

A detailed cost breakdown including hours is shown on the attached Detailed Fee Estimate. Our total proposed hourly not-to-exceed fee for this task is \$189,840.

DETAILED FEE ESTIMATE - PROPOSAL

Client: City of Plymouth
Project: Frick's Garden Street Reconstruction

WORK TASK DESCRIPTION	Principal-in-Charge	Project Manager	Project Engineer	Construction Project Representative	GIS Specialist / Engineering Technician	Principal Land Surveyor	Survey Crew chief	Intern	Senior Survey Technician	Administrative/ Clerical	Total Hours	Total Cost
HOURLY RATE	\$235	\$205	\$185	\$170	\$160	\$210	\$195	\$95	\$155	\$123		
5.0 Construction Phase Services												
5.1 Construction Staking						40	340	120	100	4	604	\$ 102,092
5.2 Shop Drawing Review & Construction Phase Startup	20	40	20	20						16	116	\$ 21,968
5.3 Construction Phase Administrative Support	40	80	40	48						16	224	\$ 43,328
5.4 As-Built Survey & Record Drawings		4	6	20	30	4	50		8	4	126	\$ 22,452
TOTAL PROPOSED - TASK 5	60	124	66	88	30	44	390	120	108	40	1070	\$ 189,840.00
Total Proposed Amount	60	124	66	88	30	44	390	120	108	40	1070	\$ 189,840.00

CITY OF PLYMOUTH

RESOLUTION No. 2025-065

RESOLUTION ORDERING IMPROVEMENT FOR THE FRICK'S GARDEN STREET RECONSTRUCTION PROJECT (ST259001)

WHEREAS, the City Council adopted a resolution on the 10th day of December, 2024, which fixed a date for the city council public hearing on the proposed improvements located on 10th Avenue from County Road 101 to Peony Lane, 11th Avenue from County Road 101 to Peony Lane, 12th Avenue west of County Road 101 and east of Urbandale Lane, 13th Avenue from County Road 101 to Peony Lane, Peony Lane from Kimberly Lane to 10th Avenue, and Kimberly Lane from Peony Lane to the western cul-de-sac. The proposed improvements include the reconstruction of streets, installation of concrete curb and gutter, water main replacement, storm sewer, sanitary sewer repairs, water quality improvements, and all necessary appurtenances; and

WHEREAS, a minimum of 10 days mailed notice and two weeks published notice of the hearing was given and the hearing was held thereon the 25th day of February, 2025, at which all persons desiring to be heard will be given an opportunity to be heard thereon.

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

1. Such improvement is ordered as proposed in the Council resolution adopted February 25, 2025.
2. The City Council declares its official intent to reimburse itself for the costs of the improvement from the proceeds of the tax-exempt bond or other identified sources for this project.

APPROVED by the City Council on this 25th day of February, 2025.

CITY OF PLYMOUTH

RESOLUTION No. 2025-066

RESOLUTION ADOPTING ASSESSMENTS FOR THE FRICK'S GARDEN STREET RECONSTRUCTION PROJECT (ST259001)

Whereas, pursuant to proper notice duly given as required by law, the City Council has met and heard and passed upon all objections to the proposed assessment for the improvement located on 10th Avenue from County Road 101 to Peony Lane, 11th Avenue from County Road 101 to Peony Lane, 12th Avenue west of County Road 101 and east of Urbandale Lane, 13th Avenue from County Road 101 to Peony Lane, Peony Lane from Kimberly Lane to 10th Avenue, and Kimberly Lane from Peony Lane to the western cul-de-sac. Included in the improvements is the reconstruction of streets, installation of concrete curb and gutter, replacement of watermain, storm sewer, sanitary sewer repairs, water quality improvements, and all necessary appurtenances.

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. Such assessments between \$0 and \$5,000 shall be payable in equal annual installments extending over a period of 5 years, the first of the installments to be payable on or before the first Monday in January 2026 and shall bear the interest rate of 4.16% per annum for a 5-year assessment period. Therefore, the first installment shall be added interest on the entire assessment from November 1, 2025, until December 31, 2026. To each subsequent installment when due shall be added interest for one year on all unpaid installments.
3. Such assessments between \$5,001 and \$10,000 shall be payable in equal annual installments extending over a period of 10 years, the first of the installments to be payable on or before the first Monday in January 2026 and shall bear the interest rate of 4.44% per annum for a 10-year assessment period. Therefore, the first installment shall be added interest on the entire assessment from November 1, 2025, until December 31, 2026. To each subsequent installment when due shall be added interest for one year on all unpaid installments.
4. Such assessments over \$10,000 shall be payable in equal annual installments extending over a period of 15 years, the first of the installments to be payable on or before the first Monday in January 2026 and shall bear the interest rate of 4.56% per annum for a 15-year assessment period. Therefore, the first installment shall be added interest on the entire assessment from November 1, 2025, until December 31, 2026. To each subsequent installment when due shall be added interest for one year on all unpaid installments.

5. The owner of any property so assessed may, at any time prior to certification of the assessment to Hennepin County, pay the whole of the assessment on such property with interest accrued to the date of payment to the City of Plymouth Finance Department. No interest shall be charged if the entire assessment is paid by October 31, 2025. The property owner may at any time thereafter, pay the City of Plymouth Finance Department the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made by November 15, or interest will be charged through December 31 of the next succeeding year. The owner of any property so assessed may also, until October 31, 2025, make a partial payment of a least \$100 to the City of Plymouth Finance Department. The remaining unpaid balance will be certified as the new assessment amount. The owner may also at any time prior to November 15, of any year, pay the remaining unpaid principal balance with interest accrued to November 15 of the year in which such prepayment is made.
6. The City Clerk shall forthwith transmit a certified duplicate of this assessment to Hennepin County to be extended on the property tax lists of the County. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

The total cost of the improvement assessed by this resolution is \$1,042,843.25.

APPROVED by the City Council on this 25th day of February, 2025.

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) SS.

The undersigned, being the duly qualified and appointed City Clerk of the City of Plymouth, Minnesota, certifies that I compared the foregoing resolution adopted at a meeting of the Plymouth City Council on February 25, 2025, with the original thereof on file in my office, and the same is a correct transcription thereof.

WITNESS my hand officially as such City Clerk and the Corporate seal of the city this _____ day of _____, _____.

City Clerk

CITY OF PLYMOUTH

RESOLUTION No. 2025-067

RESOLUTION AWARDING CONTRACT AND APPROVING SUPPLEMENTAL AGREEMENT FOR THE FRICK'S GARDEN STREET RECONSTRUCTION PROJECT (ST259001)

WHEREAS, pursuant to an advertisement for bids for the Frick's Garden Street Reconstruction Project, bids were received, opened and tabulated according to state law, and the following bids were received complying with the advertisement:

Contractor	Total Bid
GMH Asphalt Corporation	\$4,601,753.74
S R Weidema	\$4,748,440.20
RL Larson Excavating Inc.	\$4,769,380.83
Northwest	\$4,794,434.35
LaTour Construction, Inc.	\$4,851,467.06
Douglas-Kerr Underground	\$5,056,572.52
Ryan Contracting Co.	\$5,106,250.30
Eureka Construction, Inc.	\$5,118,551.55
Northdale Construction Co., Inc.	\$5,155,913.79
New Look Contracting, Inc.	\$5,215,802.90
Park Construction Company	\$5,630,796.50
<i>Engineers Estimate</i>	<i>\$5,335,455.00</i>

WHEREAS, GMH Asphalt Corporation of Chaska, MN, is the lowest responsible bidder, complying with the minimum qualifications; and

WHEREAS, the City Engineer recommends awarding the project to GMH Asphalt Corporation;
and

WHEREAS, Bolton & Menk, Inc. has been designated as engineer for the project; and

WHEREAS, staff believes it to be in the best interest of the city to approve the supplemental agreement with Bolton and Menk, Inc. to provide construction engineering services including, construction surveying and administration support at an additional cost of \$189,840.

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

1. The Mayor and City Manager are authorized and directed to enter into a \$4,601,753.74 contract with GMH Asphalt Corporation of Chaska, MN, in the name of the City of Plymouth for the Frick's Garden Street Reconstruction Project. This project will be constructed

according to the plans and specifications therefore approved by the City Council and on file in the office of the City Engineer.

2. The Supplemental Agreement with Bolton & Menk, Inc. is hereby approved at an additional cost of \$189,840.
3. The total cost of the project is \$5,798,000 and includes improvements in the amount of \$4,601,753.74, engineering, inspection, and administration in the amount of \$965,645.69, and contingency in the amount of \$230,600.57.

BE IT FURTHER RESOLVED, that this project will be funded from the Street Reconstruction Fund (\$2,357,358.26), the Water Fund (\$1,480,940.84), the Water Resources Fund (\$721,000), the Sewer Fund (\$195,857.65) and special assessments (\$1,042,843.25).

APPROVED by the City Council on this 25th day of February, 2025.

To: Dave Callister, City Manager

Prepared by: Steven Schmidt, Housing Manager

Reviewed by: Grant Fernelius, CED Director

Item: **Grant approval to Hennepin County HRA to provide direct contribution and file an affordability covenant on Lakeview Commons**

1. Action Requested:

Adopt resolution granting approval for Hennepin County HRA to provide a direct contribution and file an affordability covenant on Lakeview Commons.

2. Background:

Lakeview Commons is a 64-unit apartment building constructed in the 1990's as an affordable housing project using the Low-Income Housing Tax Credit program. In exchange for tax credits, used to raise capital and construct the building, the developer was required to maintain affordable rents for a determined period of time. That period of affordability formally expired on January 1, 2025. However, the developer has continued to lease units at affordable rents and desires to do so in the future. The developer (Glencrest Group) approached the city with a proposal to extend the affordability compliance period (60% Area Median Income) under the Low Income Rental Classification most commonly known as 4d(1). The extension would be for up to 30 years.

The 4d(1) Low Income Rental Classification program offers financial assistance to private owners of multi-family properties that agree to keep a minimum of 20% of the units affordable to households earning at or below 60% AMI. Eligible units receive a reduced tax rate of 0.25%. (Market rate tax classification is 1.25%)

Staff has been working towards development of a city 4d(1) program. A presentation and discussion was held at the January HRA commission meeting and the HRA will review the program guide at their February 27, 2025 meeting with the goal of

recommending council approval in March. However, this timeline is not workable for Glencrest Group. The owner has assembled a refinance package for Lakeview Commons that will assure the continued operation of the affordability component. This refinance requires an immediate commitment to the 4d(1) program which the city of Plymouth cannot provide in time for the projected closing.

Glencrest Group, along with city staff, has met with Hennepin County to utilize the county's existing 4d(1) program. To do this, the Plymouth City Council must approve the transaction and grant approval to the Hennepin County HRA through the attached resolution. The owner will have a representative present at the meeting on February 25 and has provided the attached letter with additional background information.

3. Budget Impact:

N/A

4. Attachments:

1. Lakeview Commons Refinancing Letter
2. City Council Resolution 2025-068

February 18, 2025

Grant Fernelius
Community & Economic Development Director
City of Plymouth

Dear Grant:

This letter provides context regarding the opportunity to preserve the affordable housing program at Lakeview Commons Apartments in Plymouth, MN by cooperating with the current owner Glencrest Plymouth, LLC ("Glencrest").

Lakeview Commons was constructed in 1995 utilizing low-income housing tax credits allocated by the Minnesota Housing Finance Agency in exchange for a thirty-year commitment to lease all units to individuals or families with incomes at or below 60% of the area median gross income. This thirty-year commitment ended as of January 1, 2025.

Glencrest acquired Lakeview Commons in 2022. We raised equity from a group of individual investors with a business plan to begin converting to a market-rate property this year. So far we have held off on the conversion in hopes of finding a way to keep the property affordable while meeting our fiduciary obligation to our investors.

Since the acquisition, Glencrest has invested more than \$650,000 to address deferred maintenance and improve Lakeview Commons. We've also continued to lease a discounted unit at the property to Interfaith Outreach & Community Partners to provide services and programming to our residents and the surrounding community.

We now have a limited-time opportunity to commit to a new thirty-year affordability period and keep the status-quo rent and income restrictions in place at Lakeview Commons without the need for substantial public funding. This opportunity stems from recent legislative changes to the property tax classification system for affordable housing and from an attractive financing quote from the nationally-recognized real estate lender CBRE.

The next step in the process is to submit the legal documents that will preserve the affordable housing to CBRE for approval. Hennepin County has an existing program and set of documents that are acceptable to Glencrest and we would like to proceed with this program and documents in order to complete this transaction as soon as possible, with a current target closing date of March 19, 2025. It is important to Glencrest to move quickly here because the CBRE quote has a limited time period and because this change of

business plan is dependent on preserving the investment economics currently available. Should the CBRE quote change or interest rates rise, it is likely that we will need to end the affordable housing program at Lakeview Commons.

As you know, most households residing at Lakeview Commons utilize federally-funded housing choice vouchers administered and overseen by the Plymouth Housing and Redevelopment Authority. We've enjoyed our close working relationship with the Plymouth HRA and look forward to continuing it for many years to come if we can close the current financing opportunity.

With appreciation for your consideration,

A handwritten signature in black ink, appearing to read "John Adair". The signature is stylized with a large "J" and a prominent "A".

John Adair
Managing Partner

CITY OF PLYMOUTH

RESOLUTION No. 2025-068

RESOLUTION GRANTING APPROVAL TO THE HENNEPIN COUNTY HOUSING AND REDEVELOPMENT AUTHORITY TO PROVIDE A DIRECT CONTRIBUTION AND FILE AN AFFORDABILITY COVENANT ON LAKEVIEW COMMONS PID NUMBER 28-118-22-31-0011

WHEREAS, the property PID 28-118-22-31-0011 is an apartment complex located in the City of Plymouth; and

WHEREAS, the property PID 28-118-22-31-0011 is a rental property with existing rental restrictions at the end of the restriction requirement period; and

WHEREAS, Hennepin County Housing and Redevelopment Authority Board will be considering an action to provide a direct contribution to Lakeview Commons PID 28-118-22-31-0011.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA, that the Plymouth City Council grants approval to the Hennepin County Housing and Redevelopment Authority to provide a direct contribution and file an affordability covenant on Lakeview Commons, an apartment complex located in the City of Plymouth Minnesota, PID 28-118-22-31-0011.

APPROVED by the City Council on this 25th day of February, 2025.

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) SS.

The undersigned, being the duly qualified and appointed City Clerk of the City of Plymouth, Minnesota, certifies that I compared the foregoing resolution adopted at a meeting of the Plymouth City Council on February 25, 2025, with the original thereof on file in my office, and the same is a correct transcription thereof.

WITNESS my hand officially as such City Clerk and the Corporate seal of the city this _____ day of _____, _____.

City Clerk

To: Dave Callister, City Manager

Prepared by: Grant Fernelius, CED Director

Reviewed by: Grant Fernelius, CED Director

Item: **Approve TIF Assistance Package for Roers Companies at The Boulevard**

1. Action Requested:

Approve the resolution authorizing execution of Development Agreements by and between the City of Plymouth and Roers Plymouth Apartments Owner, LLC for Multifamily Phases 1-3 of the Boulevard Project (former Prudential site).

2. Background:

The city has been working with Roers Companies (Roers) on a potential tax increment financing assistance package in conjunction with the redevelopment of the former Prudential site, now known as The Boulevard. Roers is co-developing the site with Scannell Properties.

It is important to note that the city received special legislation in 2023 to use tax increment financing on the Prudential project and utilize up to 75% of the increment to help pay for Chankahda Trail improvements. Reconstruction of Chankahda Trail commenced in 2021 and the city will use its share of the Boulevard TIF for Phase 2 and 3 of the road project. The remaining 25% of increment would be available to the developers for TIF eligible costs, including writing down the land costs to support the city's affordable housing goals. The city established Tax Increment Financing District 7-12 in June 2024.

Ehlers has prepared a separate memo outlining the TIF assistance package to Roers. In brief, the assistance will be provided in phases to support the developer's goals of including affordability in each phase of its residential development. Most of the increment generated in TIF District 7-12, will come from the residential development, which is why the assistance is being directed toward Roers. The city's redevelopment

counsel (Taft) has drafted three separate agreements for Phase 1, 2 and 4 of the project. An agreement for Phase 3, which is a 100% affordable building, will be presented at a later date, when more is known about the details of that project.

3. Budget Impact:

The assistance provided to Roers is generated from the new incremental taxes created by the company's development. The base taxes will continue to be distributed to the various tax jurisdictions, including the city.

4. Attachments:

1. Memo from Ehlers
2. Development Agreement (Phase I)
3. Development Agreement (Phase II)
4. Development Agreement (Phase IV)
5. City Council Resolution 2025-069

MEMORANDUM

TO: Grant Fernelius – Community and Economic Development Director
 FROM: Stacie Kvilvang & Schane Rudlang - Ehlers
 DATE: February 25, 2025
 SUBJECT: Prudential Development (Roers) – TIF Assistance and TIF Agreement

Overview

The City established TIF District 7-12 (Prudential) pursuant to special legislation in June 2024. The majority of the TIF generated (75%) is being retained by the City to pay for improvements to Chankahda Trail. The remaining 25% is available for redevelopment related expenditures paid by the developer(s) on the site. The development plan approved by the City was for approximately (i) 800 multi-family units, with at least 20% affordable (160 units); (ii) a 60,000 to 80,000 sq. ft. medical facility (Summit Orthopedics); (iii) 200,000 sq. ft. med-tech building(s); (iv) a 31,000 to 60,000 sq. ft. retail/grocery store and (v) a public plaza and park consisting of approximately 13 acres.

Development has commenced with Summit Orthopedics and anticipated in the 2nd quarter of 2025 for Coborns and the Phase 1 apartments. The commercial developments do not require any TIF assistance to move forward. However, the multifamily residential does, due to the higher costs associated with the public improvements and affordable housing requirement.

Roers is constructing four new multifamily buildings within the above referenced redevelopment site as noted in the site plan below (image 1) with detail regarding units and timing in the table following (image 2):

Image 1



Image 2

Building	# of Units	Estimated Mk Value	TIF Assistance	Construction Start	Construction Complete
1 (Mixed Income)	207	\$ 56,511,000	\$ 1,603,000	10/1/2025	9/1/2027
2 (Mixed Income)	150	\$ 40,950,000	\$ 1,320,000	6/1/2026	5/31/2028
3 (100% Affordable)	250	\$ 65,000,000	\$ -	TBD	TBD
4 (Mixed Income)	225	\$ 61,425,000	\$ 1,835,000	12/31/2027	12/31/2029
TOTAL	832	\$ 223,886,000	\$ 4,758,000	N/A	N/A

As noted, they intend to move forward with construction of their 1st building in 2025, which consists of 207 units (42 units affordable at 60% AMI). In addition, they submitted their low-income housing tax credit/bond application in December to assist developing Building 3. The 4% tax credits and corresponding bond allocation is a highly competitive process and can take several years to obtain the funding. Roers did not receive an allocation of bonds in this round but are on the waiting list (why we show timing as TBD). This project (building 3) consists of approximately 250 units with 100% of them affordable at 60% AMI and below. If constructed, this would bring the total affordable units to 294, which is well in excess of the 160 required. It should be noted that the remaining two buildings (#2 and #4) will also have affordable units in them. Roers has not determined the number of units or income level for these units. They want to have the flexibility based upon leasing trends and where the market need is in consultation with the City. They understand that these building are subject to the City's Inclusionary Housing Policy at the time of development of those units.

Analysis:

We evaluated the financial assistance request and conducted a thorough review of the developer's budget and pro forma against industry standards. Based on our review, the amount of TIF assistance attributable to each building is appropriate. Below is a summary of our findings that are driving the need for assistance.

1. **Extraordinary Costs:** These costs are considered over and above what a typical development would encounter and are spread across the site and various end users. Due to the size of the site, existing building and required infrastructure, the extraordinary costs are anticipated to be approximately \$11.17 million as detailed below:

Demolition	1,945,906
Mass Grading/Streets/Infrastructure	9,225,224
TOTAL	\$ 11,171,160

When you prorate these costs out to the developable parcels, the proportional share to the three multifamily projects receiving assistance averages approximately \$960,000.

2. **Affordability Costs:** For Phase I, Roers has agreed to set aside 20% of the units to households earning at or below 60% area median income (AMI). This ultimately decreases annual rental income by approximately \$254,000/year and strains cashflow of the proposed development to adequately pay operating expenses, service the debt, and achieve a market rate return. The present value of the affordability impact over 26-years is estimated to be approximately \$3.5 million discounted at 5.5% - the Developers anticipated rate of financing (\$6.6 million in future value).

3. **Return on Investment:** Return on investment (ROI) is a performance measure used to evaluate development projects. A common measure used is an Internal Rate of Return (IRR). To calculate an IRR, we assume a sale in year 10 and look at the annual net cashflow from the project (after expenses and debt service) plus the net sales proceeds divided by the initial equity investment. Since the Developer has requested public financial assistance, it is necessary to ensure that the development does not result in a greater ROI than what is typically expected within the industry. For most new construction of market rate apartments, we'd expect an IRR of 15% to 20%. However, Roers and their investors deem a lower return of 14% to 15% is sufficient, which the project likely won't achieve in year 10 unless there is a significant change in cap rates, operating costs are less and/or revenues increase.

Based upon our review, the projected TIF for each Phase is required. The largest driver for the need for assistance is the loss in rental revenue due to the requirement of affordable units.

Terms of Agreement:

Roers requested that the TIF agreements for the three buildings that require TIF be brought forward at the same time so they would have an understanding of the maximum commitment of the amount of TIF that would be available to them as they continue to abide by the City's Inclusionary Housing Policy. It should be noted that for the future buildings (2 and 4) these amounts are a not to exceed amount. We will review their updated development proformas and the amount of assistance will be sized at the time they actually are ready to commence with development. There is a possibility that building 3 could need assistance and if requested, that would come before the City Council for review and consideration under a separate agreement.

Following are the major business terms of the TIF Agreements for review and consideration by the City Council:

1. **Developments:** Phase 1 consisting of 207 units, Phase 2 is 150 units, and Phase 4 is 225 units.
2. **Commencement and completion of construction:** As noted in table above.
3. **Affordability requirements:**
 - a. Phase 1 - 20% of the units (42 units) must be affordable at 60% of area median income for 26 years
 - b. Phase 2 and 4 – Percent of units affordable will adhere to the City's Inclusionary Housing Policy in place at the time of development and will be required for 26 years after issuance of a certificate of occupancy.
 - c. Units must be dispersed between unit types and for Phase 1 those are noted below:

	60% AMI	Market	Total
Studio	0	10	10
1BR	26	95	121
1BR+Den	0	8	8
2BR	13	41	54
3BR	3	11	14
Totals	42	165	207
Percent	20%	80%	

- d. Declaration of Restrictive Covenants to be recorded against each property
- e. Required to report to the City annually for 26 years that they are meeting these requirements starting on April 1, 2028, for Phase 1. Subsequent Phases will start on dates commensurate with their construction completion.

4. TIF Assistance:

- a. Pay-as-you go TIF note for each Phase as noted in the table above
- b. Phase 2 and Phase 4 are subject to reduction based upon actual timing of construction and number of units
- c. Paid with 25% of the TIF generated from each Phase at the lesser of 5.5% or the Developers actual financing rate
- d. Term will vary based upon when future phases are developed. Phase I will be for 26 years.

5. Lookback

- a. At time of completion of the applicable Phase, if the total development costs (TDC) are less than those anticipated in the attached exhibit, then the TIF Note will be reduced on a dollar-for-dollar basis
- b. If at the time of stabilization (95% occupied), if the IRR exceeds 14%, the TIF note will be adjusted down by half of the amount over the threshold
- c. If the Developer sells the property within 13 years, the same IRR analysis will be completed as noted in b above, except the IRR threshold is 15%

6. Fees: Acknowledges they have deposited \$10,000 to cover the City's costs and will deposit additional dollars as needed to pay all costs of the City in creating the TIF district and reviewing, negotiating, and drafting of all the required documents for assistance.

7. Minimum Assessment Agreement (MAA): Required to file a MAA with the County for the amounts noted in the table above. The MAA is in effect through the earlier of pay off of the applicable TIF note or termination of the District.

8. Taxes

- a. Must pay property taxes
- b. Must inform the City if they petition the current tax value of the property (cannot go below the MAA amount) during the term of the TIF Note
- c. City may suspend payments due under the TIF Note or pay out at the MAA value until the tax petition is resolved

Please contact me at 651-697-8506 with any questions.

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF PLYMOUTH, MINNESOTA

AND

ROERS PLYMOUTH APARTMENTS LLC

FOR

MULTIFAMILY PHASE I (MFI) OF THE BOULEVARD PROJECT (FORMER
PRUDENTIAL SITE)

This document drafted by:

Taft Stettinius & Hollister LLP
2200 IDS Center
80 South 8th Street
Minneapolis, Minnesota 55402

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DEVELOPMENT AGREEMENT

THIS AGREEMENT, made as of the 1st day of March, 2025 ("Effective Date"), by and between the City of Plymouth, Minnesota (the "City"), a municipal corporation organized and existing under the laws of the State of Minnesota and Roers Plymouth Apartments LLC, a Delaware limited liability company (the "Developer").

WITNESSETH:

WHEREAS, pursuant to Minnesota Statutes, Section 469.124 through 469.133, as amended, the City has formed Development District No. 7 (the "Development District") and has adopted a development program therefor (the "Development Program"); and

WHEREAS, pursuant to the provisions of Minnesota Statutes, Section 469.174 through 469.1794, as amended (hereinafter, the "Tax Increment Act") and Laws of Minnesota 2023, Chapter 64, Article 8, Section 12 (the "Special Legislation") the City has created within the Development District, Tax Increment Financing District No. 7-12 (Prudential) (the "Tax Increment District"), and has adopted a tax increment financing plan therefor (the "Tax Increment Plan") which provides for the use of tax increment financing in connection with certain development within the Development District; and

WHEREAS, in order to achieve the objectives of the Development Program and Tax Increment Financing Plan and particularly to make the land in the Development District available for development by private enterprise in conformance with the Development Program, the City has determined to assist the Developer with the financing of certain costs of a Project (as hereinafter defined) to be constructed within the Tax Increment District as more particularly set forth in this Agreement; and

WHEREAS, the City believes that the development and construction of the Project, and fulfillment of this Agreement are vital and are in the best interests of the City, the health, safety, morals and welfare of residents of the City, and in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted; and

WHEREAS, the requirements of the Business Subsidy Law, Minnesota Statutes, Section 116J.993 through 116J.995, do not apply to this Agreement because of an exemption for housing;

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I.

DEFINITIONS

Section 1.1 Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement, as the same may be from time to time modified, amended or supplemented;

Business Day means any day except a Saturday, Sunday or a legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close;

Assessment Agreement means the agreement, in substantially the form of the agreement contained in Exhibit D attached hereto and hereby made a part of this Agreement, among the Developer, the City and the Assessor for the County, entered into pursuant to Article III of this Agreement;

Assessor's Minimum Market Value means the agreed minimum market value of the Development Property and for calculation of real property taxes as determined by the Assessor for the County pursuant to the Assessment Agreement;

City means the City of Plymouth, Minnesota;

City Development Contract means the Development Contract dated August 6, 2024 by and between the City of Plymouth, Minnesota and the Developer;

Compliance Certificate means the certificate of Continuing Program Compliance set forth in Exhibit C to the Declaration;

Consultant means the City's municipal advisor;

County means Hennepin County, Minnesota;

Declaration means the Declaration of Restrictive Covenants in substantially the form attached as Exhibit H;

Developer means Roers Plymouth Apartments LLC, a Minnesota limited liability company, its successors and assigns;

Development District means the real property described in the Development Program for Development District No. 7;

Development Program means the development program approved in connection with the Development District;

Development Property means the real property legally described in Exhibit A attached to this Agreement;

Event of Default means any of the events described in Section 4.1 hereof;

Housing Policy means the Inclusionary Housing Policy of the City in effect as of the Effective Date.

Legal and Administrative Expenses means the fees and expenses incurred by the City in connection with the review and analysis of the development proposed under this Agreement, the adoption and administration of the Tax Increment Financing Plan and establishment of the Tax Increment District, the preparation of this Agreement and the issuance of the TIF Note including, but not limited to, attorney and municipal advisor fees and expenses;

Note Payment Date means August 1, 2027, and each February 1 and August 1 of each year thereafter to and including February 1, 2053; provided, that if any such Note Payment Date should not be a Business Day, the Note Payment Date shall be the next succeeding Business Day;

Person means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof;

Prime Rate means the rate of interest from time to time publicly announced by U.S. Bank National Association in Minneapolis, Minnesota, as its "reference rate" or any successor rate, which rate shall change as and when that prime rate or successor rate changes;

Project means the construction on the Development Property of approximately 207 units of multifamily rental housing;

Site Improvements means the site improvements to be undertaken on the Development Property as identified on Exhibit C attached hereto;

Special Legislation means Laws of Minnesota 2023, Chapter 64, Article 8, Section 12

State means the State of Minnesota;

Tax Increment Act means Minnesota Statutes, Sections 469.174 through 469.1794, as amended;

Tax Increment District means Tax Increment Financing District No. 7-12 (Prudential), located within the Development District, which was qualified as a redevelopment district under the Special Legislation;

Tax Increment Financing Plan means the tax increment financing plan approved for the Tax Increment District by the City Council on June 11, 2024, and any future amendments thereto;

Tax Increment Note, TIF Note or Note means the Tax Increment Revenue Note (Boulevard Phase I Project) to be executed by the City and delivered to the Developer pursuant to Article III hereof, the form of which is attached hereto as Exhibit B;

Tax Increments means 25% of the tax increments derived from the Development Property which have been received and retained by the City in accordance with the provisions of Minnesota Statutes, Section 469.177;

Termination Date means the earlier of (i) February 1, 2053, (ii) the date the TIF Note is paid in full, (iii) the date on which the Tax Increment District expires or is otherwise terminated, or (iv) the date this Agreement is terminated or rescinded in accordance with its terms; and

Unavoidable Delays means delays, outside the control of the party claiming its occurrence, which are the direct result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Project, delays in delivery of materials for the construction of the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit (other than the City) which directly result in delays, government order or law, national or regional emergency, disease, pandemics or epidemics.

ARTICLE II.

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the City. The City makes the following representations and warranties:

(1) The City is a municipal corporation and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) Tax Increment District is a "redevelopment district" within the meaning of Minnesota Statutes, Section 469.174, Subdivision 10, and was created, adopted and approved in accordance with the terms of the Tax Increment Act and the Special Legislation.

(3) The development contemplated by this Agreement is in conformance with the development objectives set forth in the Development Program.

(4) To finance certain costs within the Tax Increment District, the City proposes, subject to the further provisions of this Agreement, to apply Tax Increments to reimburse the Developer for a portion of the costs of the acquisition of the Development Property and the construction of Site Improvements as further provided in this Agreement.

(5) The City makes no representation or warranty, either expressed or implied, as to the Development Property or its condition or the soil conditions thereon, or that the Development Property shall be suitable for the Developer's purposes or needs.

(6) The execution, delivery and performance of this Agreement and of any other documents or instruments required pursuant to this Agreement by the City, and consummation of the transactions contemplated therein and the fulfillment of the terms thereof, do not and will not conflict with or constitute a breach of or default under any existing (i) indenture, mortgage, deed of trust or other agreement or instrument to which the City is a party or by which the City or any of its property is or may be bound; or (ii) legislative act, constitution or other proceedings establishing or relating to the establishment of the City or its officers or its resolutions.

(7) There is not pending, nor to the best of the City's knowledge is there threatened, any suit, action or proceeding against the City before any court, arbitrator, administrative agency or other governmental authority that materially and adversely affects the validity of any of the transactions contemplated hereby, the ability of the City to perform its obligations hereunder, or the validity or enforcement of this Agreement.

Section 2.2 Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

(1) The Developer is a Minnesota limited liability company and has power to enter into this Agreement and to perform its obligations hereunder and is not in violation of the laws of the State.

(2) The Developer shall cause the Project to be constructed in accordance with the terms of this Agreement, the City Development Contract, the Housing Policy of the City, the Development Program, and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations) that are applicable to the Development Property.

(3) The Developer shall comply with the terms and conditions contained in the preliminary and final plat approvals and the preliminary and final PUD approvals.

(4) The Developer shall obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Project may be lawfully constructed.

(5) The construction of the Project would not be undertaken by the Developer, and in the opinion of the Developer would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.

(6) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(7) The Developer will cooperate fully with the City with respect to any litigation commenced with respect to the Project.

(8) The Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Project.

(9) The Developer shall commence construction of the Project by September 1, 2025 and barring Unavoidable Delays, the Project will be completed, as evidenced by the Developer's receipt of a temporary certificate of occupancy for the Project, by November 1, 2027.

(10) The Developer acknowledges that Tax Increment projections contained in the Tax Increment Financing Plan are estimates only and the Developer acknowledges that it shall place no reliance on the amount of projected Tax Increments and the sufficiency of such Tax Increments to reimburse the Developer for a portion of the costs of the acquisition of the Development Property and the construction of Site Improvements as provided in Article III.

ARTICLE III.

UNDERTAKINGS BY DEVELOPER AND CITY

Section 3.1 Development Property, Site Improvements, Project and Legal and Administrative Expenses.

(1) The parties agree that the acquisition of the Development Property and the installation of the Site Improvements are essential to the successful completion of the Project. The costs of the acquisition of the Development Property and the Site Improvements shall be paid by the Developer. The City shall reimburse the Developer for the lesser of (a) \$1,603,000 , or (b) a portion of the costs of the acquisition of the Development Property and costs of the Site Improvements actually incurred and paid by the Developer (the "Reimbursement Amount"), as further provided in Section 3.3 hereof.

(2) The Developer has deposited \$10,000 with the City to pay actual out of pocket Legal and Administrative Expenses and any excess will be returned to the Developer after payment of all Legal and Administrative Expenses. If the City determines the deposit to be inadequate, the Developer shall provide additional funds in the amount determined by the City to be escrowed.

Section 3.2 Limitations on Undertaking of the City. Notwithstanding the provisions of Sections 3.1, the City shall have no obligation to the Developer under this Agreement to reimburse the Developer for the Reimbursement Amount, if the City, at the time or times such payment is to be made is entitled under Section 4.2 to exercise any of the remedies set forth therein as a result of an Event of Default which has not been cured, provided that such unpaid amounts shall become payable if said Event of Default shall thereafter have been cured and if the Agreement has not been canceled or rescinded.

Section 3.3 Reimbursement: Tax Increment Revenue Note. The City shall reimburse the Developer for the costs identified in Section 3.1(1) through the issuance of the City's TIF Note in substantially the form attached to this Agreement as Exhibit B, subject to the following conditions:

(1) The TIF Note shall be dated, issued and delivered when the Developer shall have (a) demonstrated in writing to the reasonable satisfaction of the City that (i) the costs of construction of the Site Improvements and the costs of the acquisition of the Development Property have been incurred by July 1, 2029 and (ii) the construction of the Project has been completed and a certificate of occupancy has been issued by the City for the Project; and (b) submitted paid invoices for the costs of construction of the Site Improvements and a settlement statement or other evidence of payment of the costs of the Development Property in an amount not less than the Reimbursement Amount.

(2) The unpaid principal amount of the TIF Note shall bear simple, non-compounding interest from the date that the City has determined that the paid invoices and settlement statement are in compliance with the terms of the Development Agreement, at the lower of 5.50% per annum or the Developer's interest rate on the permanent Project financing as determined by the City's

Consultant. Interest shall be computed on the basis of a 360 day year consisting of twelve (12) 30-day months.

(3) The principal amount of the TIF Note and the interest thereon shall be payable solely from the Tax Increments.

(4) The payment dates of the TIF Note shall be the Note Payment Dates. On each Note Payment Date and subject to the provisions of the TIF Note, the City shall pay, against the principal and interest outstanding on the TIF Note, the Tax Increments received by the City during the preceding six (6) months. All such payments shall be applied first to accrued interest and then to reduce the principal of the TIF Note.

(5) The TIF Note shall be a special and limited obligation of the City and not a general obligation of the City, and only Tax Increments shall be used to pay the principal and interest on the TIF Note. If, on any Note Payment Date, the Tax Increments for the payment of the accrued and unpaid interest on the TIF Note are insufficient for such purposes, the difference shall be carried forward, without interest accruing thereon, and shall be paid if and to the extent that on a future Note Payment Date there are Tax Increments in excess of the amounts needed to pay the accrued interest then due on the TIF Note.

(6) The City's obligation to make payments on the TIF Note on any Note Payment Date or any date thereafter shall be conditioned upon the requirement that (a) there shall not at that time be an Event of Default that has occurred and is continuing under this Agreement; provided that such unpaid amounts shall become payable if said Event of Default shall thereafter have been cured and if the Agreement has not been canceled or rescinded and (b) this Agreement shall not have been rescinded pursuant to Section 4.2(b).

(7) The TIF Note shall be governed by and payable pursuant to the additional terms thereof, as set forth in Exhibit B and Sections 3.6, 3.7 and 3.9. In the event of any conflict between the terms of the TIF Note and the terms of this Section 3.3, the terms of the TIF Note shall govern. The issuance of the TIF Note pursuant and subject to the terms of this Agreement, and the taking by the City of such additional actions as bond counsel for the TIF Note may require in connection therewith, are hereby authorized and approved by the City.

Section 3.4 Execution of Assessment Agreement; Market Value.

(1) Simultaneously with the execution of this Agreement, the Developer and the City shall execute an Assessment Agreement pursuant to the provisions of Minnesota Statutes, Section 469.177, Subdivision 8, specifying the Assessor's Minimum Market Value for the Development Property and the Project for calculation of real property taxes. Specifically, the Developer shall agree to a market value for the Development Property and the Project which will result in a market value as of January 2, 2028 of not less than \$56,511,000 until the Termination Date (such minimum market value at the time applicable is herein referred to as the "Assessor's Minimum Market Value"). Nothing in the Assessment Agreement shall limit the discretion of the Assessor to assign a market value to the Development Property and the Project in excess of such Assessor's Minimum Market Value. The Assessment Agreement shall remain in effect until the Termination Date. The Assessment Agreement shall be certified by the Assessor for the County as provided in Minnesota

Statutes, Section 469.177, Subdivision 8, upon a finding by the Assessor that the Assessor's Minimum Market Value represents a reasonable estimate based upon the plans and specifications for the Project to be constructed on the Development Property and the market value previously assigned to the Development Property. Pursuant to Minnesota Statutes, Section 469.177, Subdivision 8, the Assessment Agreement shall be filed by the Developer for record in the office of the county recorder or registrar of titles of Hennepin County, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property (or part thereof), whether voluntary or involuntary, and such Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, including the holder of any mortgage recorded against the Development Property. The Developer shall provide the City with a recorded copy of the Assessment Agreement.

(2) The Developer may seek through petition or other means to have the market value of the Development Property and the Project reduced, provided however, that the Developer shall not seek a reduction of such market value below the Assessor's Minimum Market Value. Until the Note is fully paid, such activity must be preceded by written notice from the Developer to the City indicating its intention to do so. Upon receiving such notice, or otherwise learning of the Developer's intentions, the City may suspend payments due under the TIF Note until the actual amount of the reduction is determined, whereupon the City will make the suspended payments less any amount that the City is required to repay the County as a result of any reduction in market value of the Development Property and the Project. During the period that the payments are subject to suspension the City may make partial payments on the TIF Note if it determines, in its sole and absolute discretion that the amount retained will be sufficient to cover any repayment which the County may require. The City's suspension of payments on the TIF Note pursuant to this Section shall not be considered a default under this Agreement.

Section 3.5 Real Property Taxes. Prior to the Termination Date, the Developer shall pay all real property taxes payable with respect to all and any parts of the Development Property acquired and owned by it and pursuant to the provisions of the Assessment Agreement until the Developer's obligations have been assumed by any other person pursuant to the provisions of this Agreement or title to the Development Property is vested in another person.

The Developer agrees that prior to the Termination Date:

(1) It will not seek administrative review or judicial review of the applicability of any tax statute relating to the ad valorem property taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the inapplicability of any such tax statute as a defense in any proceedings with respect to the Development Property, including delinquent tax proceedings; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(2) It will not seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings with respect to the Development Property; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(3) It will not seek any tax deferral or abatement, either presently or prospectively authorized under Minnesota Statutes, Section 469.1813, or any other State or federal law, of the ad valorem property taxation of the Development Property between the date of execution of this Agreement and the Termination Date.

(4) It may seek to have 20% (*i.e.* 42) of the residential units in the Development Property classified as 4d(1) property for rental properties under Minnesota Statutes, Section 273.13, Subd. 25(e).

Section 3.6 Look Back and Reduction of TIF Assistance

(1) *Generally.* The financial assistance to the Developer under this Agreement is based on certain assumptions regarding likely performance of the Project including operating revenues, expenses and development costs of construction of the Project. The City and the Developer agree that the actual financial performance of the Project will be reviewed as described in this Section, and that the TIF Note may be adjusted accordingly.

(2) *Definitions.* For the purposes of this Section, the following terms have the following meanings:

(a) “Calculation Date” means:

(A) For the lookback upon Completion of Construction: within 60 days after the City’s issuance of a Certificate of Occupancy;

(B) For the Lookback upon Stabilization: 90 days after the earlier of (i) the date of Stabilization: or (ii) two years after the date of completion, as evidenced by the City’s issuance of a Certificate of Completion, or;

(C) For the Lookback on Sale: at least 30 days prior to sale of the Project.

(b) “Capitalization Rate” means 5.50% at the time of Stabilization, and the lesser of 5.50% or the actual Capitalization Rate at the time of Sale.

(c) “Internal Rate of Return (IRR)” means discount rate for all cashflows for the Developer ten (10) years from the start of construction on the Minimum Improvements. For purposes of the IRR calculation on the Calculation Date: (i) revenue shall be based upon 95% occupancy regardless of whether the average occupancy for the measured period is higher or lower than 95%, (ii) revenue for periods after the Calculation Date shall be inflated by 3% annually, and (iii) Operating Expenses for periods after the Calculation Date, shall be inflated by 3% annually. The rate shall be calculated by considering the Developer’s:

- (i) equity contributions to the project;
- (ii) actual annual cash outflows before taxes but after principal and interest debt service; and

- (iii) theoretical sale proceeds assuming a sale in the tenth year minus customary sales expenses not to exceed 3% and utilizing the Capitalization Rate for the project value in year ten (10), or actual sale proceeds in the event of Lookback upon Sale.

(d) “Net Annual Cashflow” means annual Net Operating Income, plus any refinancing proceeds, less annual debt service payments for actual or proposed debt or similar debt obligations.

(e) “Net Operating Income (NOI)” means total annual income and other project-derived annual revenue, including payments under the TIF Note, less Operating Expenses, which excludes debt service payments. For purposes of the IRR calculation on the Calculation Date, (i) revenue shall be based upon 95% occupancy regardless of whether the average occupancy for the measured period is higher or lower than 95%, (ii) revenue for periods after the Calculation Date shall be inflated by 3% annually, and (iii) Operating Expenses for periods after the Calculation Date, shall be inflated by 3% annually.

(f) “Operating Expenses” means reasonable and customary expenses actually incurred in operating the Project and any other expenses actually incurred by the Developer pursuant to its obligations under this Agreement, determined in the same manner as shown in the Pro Forma Financial Statement, which excludes expenses after debt service, and includes administrative, payroll, marketing, insurance, property management fees, utilities, maintenance, deposits to commercially reasonable capital replacement reserves and payment of real estate taxes, but subject to final review and acceptance by the Consultant.

(g) “Pro Forma Financial Statement” means the cash flow pro forma model financial statement projecting future returns, a summary of which is attached to this Agreement as Exhibit F.

(h) “Stabilization” means the calendar month-end date on which the Project has first achieved an average occupancy of 90% during the preceding 12 calendar months, or such earlier date as may be requested by the Developer but, for purposes of the Cash on Cash Return calculation, assuming 95% occupancy notwithstanding actual occupancy rate as of such date.

(i) “Total Development Cost” means the total expenditures to complete the Project inclusive of land acquisition, hard construction costs, soft costs, and financing costs as approved by Developer’s senior construction debt lender.

(3) *Lookback at Completion of Construction:* After completion of the Project but prior to issuance of the TIF Note, the Developer agrees to submit evidence of its actual Total Development Costs to the City for comparison with the estimated Total Development Costs listed on Exhibit G. If the actual Total Development Costs are less than the estimated Total Development Costs, the TIF Note will be reduced by the amount by which the estimated costs exceed the actual costs. The TIF Note will not be issued until the City has compared actual with the actual Total Development Cost as described herein and adjusted the principal amount of the TIF Note, if necessary.

(4) *Lookback on Stabilization*: On or before the Calculation Date, the Developer shall deliver to the City and Consultant, at a minimum: the Developer's actual Pro Forma Financial Statement showing equity, NOI, debt service, assumed or actual refinance proceeds, or other capital events, and Net Annual Cashflow, and such other financial information as the Consultant shall reasonably require. A sale shall be assumed to occur in year ten (10).

(a) The projected IRR shall be calculated by the Consultant based on the financial statements submitted to the City pursuant to clause (4) above, (in the manner the Consultant determines is consistent with the sample lookback calculation attached as Exhibit E, as approved by the City).

(b) If the projected IRR does not exceed 14%, the TIF Note will not be revised for Lookback on Stabilization.

(c) If the Consultant determines, based on such review, that the projected IRR exceeds 14% (to be calculated in a manner comparable to the sample attached as Exhibit E), then the principal balance of the TIF Note will be reduced as determined by the Consultant below:

(A) First, by determining the present value of the TIF Note payments after year 10 (year 11 through the term of the TIF Note), that make a 14% IRR.

(B) Second, by determining the future TIF Note annual payments after year ten (10) that are needed to satisfy (A)

(C) Third, by determining the present value of the combination of the TIF Note payments up to year ten (10) and those determined in (B)

(D) Fourth, by determining the amount equal to 50% of the difference between the original principal amount of the TIF Note and the amount in clause (C) above.

(E) Finally, the new principal amount of the TIF Note will then be determined by adding the amounts in clauses (D) from the original TIF Note principal amount and rounding to the nearest \$1,000 (the "Revised TIF Note Principal Amount").

Such Revised TIF Note Principal Amount will be effective upon delivery to the Developer of a written notice stating the Revised TIF Note Principal Amount as determined by the Consultant in accordance with this Section, accompanied by the Consultant's report. The Developer shall, thereupon, deliver the TIF Note in exchange for a new TIF Note in the Revised TIF Note Principal Amount. Notwithstanding the foregoing, if a Revised TIF Note Principal Amount is applied, in no event shall Developer be required to repay or refund to the City any amounts already paid to Developer under this Agreement or the TIF Note.

Section 3.7 Property Sale or Refinance. If the Developer sells the Project to an unrelated third party or refinances the Project (provided, however, the placement of permanent debt on the Project and the Development Property will not constitute a refinance giving rise to the

review as described in this Section) during the first 13 years of the term of this Agreement, the Developer agrees to provide to the Consultant reasonable background documentation related to Project income and expenses for the period from the date of this Agreement through such sale or refinance date. If the Consultant determines, based on such review, that the actual profit realized by the Developer has exceeded a 15% IRR during that period of up to 13 years, then the same calculations shall be completed as in Section 3.6 (4) (c) and the amount payable under the TIF Note and the principal amount of the TIF Note will be reduced accordingly. Such reduction will be effective upon delivery to Developer of a written notice stating the amount of such excess profit as determined by the City in accordance with this Section, accompanied by the Consultant's report.

Section 3.8 Compliance with Housing Policy of the City.

(1) The Developer has read and understood the Housing Policy of the City, which is fully incorporated herein by reference. The Developer shall at all times comply with the Housing Policy.

(2) In compliance with the Housing Policy the Developer must meet the below requirements as follows:

(a) At least 20% (*i.e.* 42) of the residential units in the Project (the “Affordable Units”) must be occupied or available for occupancy by persons whose incomes do not exceed 60% of the Area Median Income (AMI) for the Twin Cities metropolitan area adjusted for bedroom size and calculated annually by Minnesota Housing; and

(b) The monthly rental price for the Affordable Units shall include rent and utility costs and shall be based on the AMI for the Twin Cities metropolitan area adjusted for bedroom size and calculated annually by Minnesota Housing for establishing rent limits for the Low-Income Housing Tax Credit (LIHTC) program; and

(c) The limits described in clause (a) must be satisfied for a period of twenty-six (26) years commencing from the date the Project receives a certificate of occupancy. Income for occupants of units described in clause (a) shall be adjusted for family size in accordance with Section 142(d) of the Internal Revenue Code and related regulations.

(3) If the Developer applies to have the Development Property classified as 4d(1) property under Minnesota Statutes, Section 273.13, Subd. 25(e), the Developer shall comply with the requirements of Minnesota Statutes, Section 273.128.

(4) On or before April 1, commencing on April 1, 2028, for the period of twenty-six (26) years the Developer or an agent of the Developer must deliver or cause to be delivered to the City a Compliance Certificate, in the form set forth in Exhibit C to the Declaration; executed by the Developer covering the preceding twelve (12) months. In determining compliance with this Section, the Developer must use the County median incomes for the year in which the payment is due on the TIF Note, as promulgated by the Minnesota Housing Finance Agency based on the area median incomes established by the United States Department of Housing and Urban Development.

(5) The Developer agrees to accept for a period of twenty-six (26) years commencing from the date the Project receives a certificate of occupancy, on the same basis as all other

prospective tenants of low- and moderate-income, tenants who are recipients of federal certificates for rent subsidies pursuant to the existing program under Section 8 of the Housing Act or its successor and shall not apply selection criteria to Section 8 certificate/voucher holders that are more burdensome than the criteria applied to all other prospective tenants. The Developer shall make any modifications to its leases as necessary to allow for the rental of the housing units to Section 8 certificate/voucher holders. For any tenant who is a Section 8 certificate/voucher holder, a copy of such tenant's Section 8 certificate/voucher shall be sufficient supportive evidence in lieu of income verification for that tenant's household, as required by Section 3.8(2).

Section 3.9 Declaration of Restrictive Covenants. The Developer shall execute a Declaration of Restrictive Covenants in form attached hereto as Exhibit H.

Section 3.10 Prohibition Against Transfer of Project and Assignment of Agreement. The Developer represents and agrees that prior to the termination date of this Agreement the Developer shall not transfer the Project or any part thereof or any interest therein, without the prior written approval of the City, which approval shall not be unreasonably withheld. The City shall be entitled to require as conditions to any such approval that:

(1) Any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of the City, necessary and adequate to fulfill the remaining obligations undertaken in this Agreement by the Developer.

(2) Any proposed transferee, by instrument in writing satisfactory to the City shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the remaining obligations of the Developer under this Agreement and agreed to be subject to all the remaining conditions and restrictions to which the Developer is subject.

(3) There shall be submitted to the City for the City's review and prior written approval the instrument by which the proposed transferee assumes the obligations of the Developer under this Agreement and agrees to be subject to all of the remaining conditions and restrictions to which the Developer is subject and any estoppel certificate that the Developer or proposed transferee requests the City to execute in connection with the transfer (collectively, the "Transfer Instruments").

In the event the foregoing conditions are satisfied then the Developer will be released from its obligation under this Agreement.

The City shall provide its written approval or rejection of the proposed transferee within sixty (60) days ("Transferee Approval Period") of the City's receipt of final forms of the Transfer Instruments.

Notwithstanding the foregoing, the consent of the City shall not be required for the transfer of the Project to any related entity controlling, controlled by, or under common control with the Developer so long as at least fifty percent (50%) of the asserted related entity is held by Developer or in common ownership by those persons or entities holding at least fifty percent (50%) ownership of Developer (each an "Affiliate"), with each such transfer to an Affiliate of the Developer subject to the provisions of this Agreement.

ARTICLE IV.

EVENTS OF DEFAULT

Section 4.1 Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean whenever it is used in this Agreement any one or more of the following events:

(1) Failure by the Developer to timely pay any ad valorem real property taxes and special assessments levied against the Development Property and all public utility or other City payments due and owing with respect to the Development Property when due and payable.

(2) Failure by the Developer to cause the construction of the Project to be completed pursuant to the terms, conditions and limitations of this Agreement.

(3) Failure of the Developer to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

(4) If the Developer shall:

(a) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or

(b) make an assignment for the benefit of its creditors; or

(c) admit in writing its inability to pay its debts generally as they become due;
or

(d) be adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer, as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within sixty (60) days after the filing thereof; or a receiver, trustee or liquidator of the Developer, or of the Project, or part thereof, shall be appointed in any proceeding brought against the Developer, and shall not be discharged within sixty (60) days after such appointment, or if the Developer, shall consent to or acquiesce in such appointment.

(5) The Developer fails to comply with the requirements of the Declaration.

Section 4.2 Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice to the Developer citing with specificity the item or items of default and notifying the Developer that it has thirty (30) days within which to cure said Event of Default. If the Event of Default has not been cured within said thirty (30) days:

(1) The City may suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure the Event of Default and continue its performance under this Agreement, and no interest shall accrue on the TIF Note while performance is suspended in accordance with this Section 4.2.

(2) The City may cancel and rescind the Agreement and the TIF Note.

(3) The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Notwithstanding the foregoing, if it is not possible to cure the alleged Event of Default within thirty (30) days, provided that in the City's reasonable judgment the Developer has commenced diligent efforts to cure the Event of Default, Development shall be afforded a reasonable amount of additional time to cure the Event of Default.

Section 4.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5 Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

Section 4.6 Indemnification of City.

(1) The Developer releases from and covenants and agrees that the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project, provided that the foregoing indemnification shall not be effective for any actions of the Indemnified Parties that are not contemplated by this Agreement.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or if other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project; provided, that this indemnification shall not apply to the warranties made or obligations undertaken by the City in Section 4.7 this Agreement or to any actions undertaken by the City which are not contemplated by this Agreement but shall, in any event and without regard to any fault on the part of the City, apply to any pecuniary loss or penalty (including interest thereon from the date the loss is incurred or penalty is paid by the City at a rate equal to the Prime Rate) as a result of the Developer operating the Project so that the Tax Increment District does not qualify or ceases to qualify as a "redevelopment district" under Section 469.174, Subdivision 10, of the Act or to violate limitations as to the use of Tax Increments as set forth in Section 469.176, Subdivision 4d.

(3) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City, as the case may be.

ARTICLE V.

ADDITIONAL PROVISIONS

Section 5.1 Restrictions on Use. The Developer agrees for itself, its successor and assigns and every successor in interest to the Development Property, or any part thereof, that the Developer and its successors and assigns shall operate, or cause to be operated, the requisite portion of the Project as low and moderate income housing as provided in this Agreement, and shall devote the Development Property to, and in accordance with, the uses specified in this Agreement.

Section 5.2 Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Development Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer or successor or on any obligations under the terms of this Agreement.

Section 5.3 Titles of Articles and Sections. Any titles of the several parts, articles and sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 5.4 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (1) in the case of the Developer is addressed to or delivered personally to:

Roers Plymouth Apartments LLC
Two Carlson Parkway #400
Plymouth, MN 55447
Attn: Andy Bollig
Attn: Shane LaFave

with a copy to:

Hellmuth & Johnson, PLLC
8050 West 78th Street
Edina, MN 55439
Attn: Blake R. Nelson

- (2) in the case of the City is addressed to or delivered personally to the City at:

City of Plymouth, Minnesota

Plymouth City Hall
3400 Plymouth Boulevard
Plymouth, Minnesota 55447-1482
Attn: City Manager

with a copy to:

Taft Stettinius & Hollister LLP
Attention: Mary Ippel
2200 IDS Center
80 South 8th Street
Minneapolis, MN 55402

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

Section 5.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 5.6 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State.

Section 5.7 Expiration. This Agreement shall expire on the Termination Date.

Section 5.8 Provisions Surviving Rescission or Expiration. Sections 4.5 and 4.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof. Section 3.8 shall survive any rescission, termination or expiration of this Agreement.

Section 5.9 Assignability of TIF Note. The TIF Note may only be assigned pursuant to the terms of the TIF Note and shall not be unreasonably withheld.

Section 5.10 Amendment. This Agreement may be amended only by written agreement approved by the City and the Developer.

Section 5.11 Recording. The City shall not record this Agreement or any of the exhibits hereto (other than the Declaration) without the prior written consent of the Developer, which may be withheld by the Developer in its sole and absolute discretion. The Developer shall record the Declaration and the Assessment Agreement, and if the Developer fails to do so, the City may record the Declaration and the Assessment Agreement without further consent of the Developer.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf and its seal to be hereunto duly affixed, and the Developer has caused this Agreement to be duly executed on its behalf, on or as of the date first above written.

(SEAL)

CITY OF PLYMOUTH, MINNESOTA

By _____
Its Mayor

By _____
Its City Manager

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of March, 2025, by Jeffry Wosje, the Mayor and Dave Callister, the Manager of the City of Plymouth, Minnesota on behalf of said City.

Notary Public

This is a signature page to the Development Agreement by and between the City of Plymouth and Roers Plymouth Apartments LLC.

ROERS PLYMOUTH APARTMENTS LLC

By: _____
Name:
Its:

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of March, 2025, by _____, the _____ of Roers Plymouth Apartments LLC, a Minnesota limited liability company, on behalf of said company.

Notary Public

This is a signature page to the Development Agreement by and between the City of Plymouth and Roers Plymouth Apartments LLC.

EXHIBIT A

Description of Development Property

EXHIBIT B

Form of Tax Increment Note

No. R-1

\$ _____

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF HENNEPIN
CITY OF PLYMOUTH

TAX INCREMENT REVENUE NOTE (BOULEVARD PHASE I PROJECT)

The City of Plymouth, Minnesota (the "City"), hereby acknowledges itself to be indebted and, for value received, hereby promises to pay the amounts hereinafter described (the "Payment Amounts") to Roers Plymouth Apartments LLC (the "Developer") or its registered assigns (the "Registered Owner"), but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided.

The principal amount of this Note shall equal from time to time the principal amount stated above, as reduced to the extent that such principal installments shall have been paid in whole or in part pursuant to the terms hereof; provided that the sum of the principal amount listed above shall in no event exceed \$1,603,000 as provided in that certain Development Agreement, dated as of March 1, 2025, as the same may be amended from time to time (the "Development Agreement"), by and between the City and the Developer and may be reduced as provided in Sections 3.6, 3.7 and 3.9. The unpaid principal amount hereof shall bear interest from the date that the Developer has submitted to the City and the City has determined that the closing statement, purchase agreement and paid invoices in the amount of the Reimbursement Amount (as defined in the Development Agreement) are in compliance with the terms of the Development Agreement at the simple non-compounded rate of _____% per annum. Interest shall be computed on the basis of a 360 day year consisting of twelve (12) 30-day months.

The amounts due under this Note shall be payable on August 1, 2027, and on each February 1 and August 1 thereafter to and including February 1, 2053, or, if the first should not be a Business Day (as defined in the Development Agreement), the next succeeding Business Day (the "Payment Dates"). On each Payment Date the City shall pay by check or draft mailed to the person that was the Registered Owner of this Note at the close of the last business day of the City preceding such Payment Date an amount equal to the Tax Increments (hereinafter defined) received by the City during the six month period preceding such Payment Date. All payments made by the City under this Note shall first be applied to accrued interest and then to principal. This Note is prepayable by the City, in whole or in part, on any date.

The Payment Amounts due hereon shall be payable solely from 25% of tax increments (the "Tax Increments") from the Development Property (as defined in the Development Agreement) within City's Tax Increment Financing District No. 7-12 (Prudential) (the "Tax Increment

District") within its Development District No. 7 which are paid to the City and which the City is entitled to retain pursuant to the provisions of Minnesota Statutes, Sections 469.174 through 469.1794, as the same may be amended or supplemented from time to time (the "Tax Increment Act"). This Note shall terminate and be of no further force and effect following the last Payment Date defined above, on any date upon which the City shall have terminated the Development Agreement under Section 4.2(b) thereof, the date the Tax Increment District is terminated, or on the date that all principal and interest payable hereunder shall have been paid in full, whichever occurs earliest.

The City makes no representation or covenant, expressed or implied, that the Tax Increments will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The Tax Increment District includes properties other than the Development Property and Hennepin County remits Tax Increment to the City on the basis of the Captured Tax Capacity of the entire Tax Increment District. For purposes of this Tax Increment Revenue Note, the City will determine Tax Increment generated from the Development Property and improvements thereon in its sole discretion.

The City's payment obligations hereunder shall be further conditioned on the fact that no Event of Default under the Development Agreement shall have occurred and be continuing at the time payment is otherwise due hereunder, but such unpaid amounts shall become payable if said Event of Default shall thereafter have been cured; and, further, if pursuant to the occurrence of an Event of Default under the Development Agreement the City elects to cancel and rescind the Development Agreement, the City shall have no further debt or obligation under this Note whatsoever. Reference is hereby made to all of the provisions of the Development Agreement, including without limitation Section 3.3 thereof, for a fuller statement of the rights and obligations of the City to pay the principal of this Note, and said provisions are hereby incorporated into this Note as though set out in full herein.

This Note is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced herein. This Note is not a general obligation of the City and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal of this Note and no property or other asset of the City, save and except the above-referenced Tax Increments, is or shall be a source of payment of the City's obligations hereunder.

This Note is issued by the City in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including the Tax Increment Act.

This Note may be assigned only with the consent of the City which consent shall not be unreasonably withheld, conditioned, or delayed. In order to assign the Note, the assignee shall surrender the same to the City either in exchange for a new fully registered note or for transfer of this Note on the registration records for the Note maintained by the City. Each permitted assignee shall take this Note subject to the foregoing conditions and subject to all provisions stated or referenced herein.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional or statutory limitation thereon.

IN WITNESS WHEREOF, City of Plymouth, Minnesota, by its City Council, has caused this Note to be executed by the manual signatures of its Mayor and City Manager and has caused this Note to be dated as of _____.

City Manager

Mayor

DO NOT EXECUTE UNTIL PAID INVOICES, A SETTLEMENT STATEMENT OR OTHER EVIDENCE OF PAYMENT FOR ACQUISITION OF THE DEVELOPMENT PROPERTY AND COSTS OF THE SITE IMPROVEMENTS ARE GIVEN TO THE CITY - REFER TO SECTION 3.3(1).

CERTIFICATION OF REGISTRATION

It is hereby certified that the foregoing Note was registered in the name of Roers Plymouth Apartments LLC, and that, at the request of the Registered Owner of this Note, the undersigned has this day registered the Note in the name of such Registered Owner, as indicated in the registration blank below, on the books kept by the undersigned for such purposes.

NAME AND ADDRESS OF
REGISTERED OWNER

DATE OF
REGISTRATION

SIGNATURE OF
CITY MANAGER

Roers Plymouth Apartments LLC
Attention: Andy Bollig
Two Carlson Parkway #400
Plymouth, MN 55447

EXHIBIT C

Projected Site Costs Eligible for Inclusion in TIF Note

Site Grading

Excavation

Underground Parking

Utilities

Engineering and other professional fees related to the foregoing.

EXHIBIT D

Form of Assessment Agreement

THIS AGREEMENT, dated as of this 1st day of March, 2025, is by and among the City of Plymouth, Minnesota (the "City") and Roers Plymouth Apartments LLC, a Delaware limited liability company (the "Developer").

WITNESSETH

WHEREAS, on or before the date hereof the City and Developer have entered into a Development Agreement dated as of March 1, 2025 (the "Agreement") regarding certain real property located in the City (the "Development Property") which property is legally described on Exhibit A attached hereto and made a part hereof.

WHEREAS, it is contemplated that pursuant to said Agreement, the Developer will construct approximately 207 units multifamily rental housing (the "Project") on the Development Property, with twenty percent (20%) of the units made affordable to families at or below sixty percent (60%) of the area median income.

WHEREAS, the City and Developer desire to establish a minimum market value for the Development Property and the improvements constructed or to be constructed thereon, pursuant to Minnesota Statutes, Section 469.177, Subdivision 8.

WHEREAS, the Developer has acquired the Development Property.

WHEREAS, the City and the Hennepin County Assessor (the "Assessor") have reviewed plans and specifications for the Project.

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises, covenants and agreements made by each to the other, do hereby agree as follows:

1. As of January 2, 2028 through and thereafter until the Termination Date (as defined in the Development Agreement) the minimum market value which shall be assessed for the Project shall be not less than \$56,511,000.

2. The minimum market value herein established shall be of no further force and effect and this Agreement shall terminate on the Termination Date.

3. This Agreement shall be recorded by the City with the County Recorder of Hennepin County, Minnesota. The Developer shall pay all costs of recording.

4. The Assessor has reviewed the plans and specifications for the improvements and the market value previously assigned to the land upon which the improvements are to be constructed, and that the "minimum market value" as set forth above is reasonable.

5. Neither the preamble nor provisions of this Agreement are intended to, or shall they be construed as, modifying the terms of the Agreement between the City and the Developer.

6. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the City, the Developer and the Assessor have caused this Agreement to be executed in their names and on their behalf all as of the date set forth above.

This Instrument Drafted By:
Taft Stettinius & Hollister LLP
2200 IDS Center
80 South 8th Street
Minneapolis, MN 55402

(SEAL)

CITY OF PLYMOUTH, MINNESOTA

By _____
Its Mayor

By _____
Its City Manager

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____, the Mayor and _____, the Manager of the City of Plymouth,
Minnesota on behalf of said City.

Notary Public

Signature page for Assessment Agreement by and between the City of Plymouth, Minnesota and
Roers Plymouth Apartments LLC.

ROERS PLYMOUTH APARTMENTS LLC

By: _____
Name: _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025,
by _____, the _____ of Roers Plymouth Apartments LLC, a Minnesota limited
liability company, on behalf of said company.

Notary Public

Signature page for Assessment Agreement by and between the City of Plymouth, Minnesota and
Roers Plymouth Apartments LLC.

CERTIFICATION BY COUNTY ASSESSOR

The undersigned, having reviewed the Assessment Agreement dated as of March 1, 2025 between the City of Plymouth, Minnesota and Roers Plymouth Apartments LLC, a Minnesota limited liability company; the construction plans for the Project, as defined in the Assessment Agreement; and the market value currently assigned to land upon which the improvements are to be constructed and being of the opinion that the minimum market value contained in the Assessment Agreement appears reasonable, hereby certifies as follows:

The undersigned Assessor, being legally responsible for the assessment of the above described property, hereby certifies that the market values assigned to such land and improvements are reasonable.

Nothing herein shall limit the discretion of the undersigned assessor or any other public official or body having the duty to determine the market value of the above-described Project and Development Property for ad valorem tax purposes, to assign to such Project and Development Property a market value in excess of the minimum market value specified above and in the Assessment Agreement.

County Assessor for Hennepin County

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

This instrument was acknowledged before me on _____, 2025, by _____, the County Assessor of Hennepin County.

Notary Public

EXHIBIT A TO ASSESSMENT AGREEMENT

Legal Description Of Development Property

The real property located in the City of Plymouth, Hennepin County, Minnesota with the following property identification number and legal description:

CONSENT TO ASSESSMENT AGREEMENT

_____, _____, of _____,
_____, _____ (the "Bank"), does hereby consent to all terms,
conditions and provisions of the foregoing Assessment Agreement and agrees that, in the event it
purchases the Development Property at a foreclosure sale or acquires the Development Property
through a deed in lieu of foreclosure or otherwise in satisfaction of the indebtedness owed by the
Developer, it and its respective successors and assigns, shall be bound by all terms and conditions
of the Assessment Agreement, including but not limited to the provision which requires that the
minimum market value of the Development Property and the Project shall be not less than the
amounts set forth in the Assessment Agreement.

IN WITNESS WHEREOF, we have caused this Consent to Assessment Agreement to be
executed in its name and on its behalf as of this ____ day of _____, _____.

By _____

Its _____

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____,
_____, by _____, the _____ of _____, a
_____ banking corporation on behalf of the corporation.

Notary Public

EXHIBIT E

Sample Look Back Calculation

[See attached]

EXHIBIT F

Pro Forma

[See attached]

EXHIBIT G

TOTAL DEVELOPMENT COSTS

[See attached]

EXHIBIT H

Form of Declaration of Restrictive Covenants

FORM OF DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (this "Declaration") dated as of March 1, 2025, by ROERS PLYMOUTH APARTMENTS LLC, a Delaware limited liability company (the "Developer"), in favor of the CITY OF PLYMOUTH, a public body corporate and politic under the laws of the State of Minnesota (the "City").

RECITALS

WHEREAS, the City entered into that certain Development Agreement, dated March 1, 2025 (the "Agreement"), between the City and the Developer; and

WHEREAS, pursuant to the Agreement, the Developer is obligated to cause construction of approximately 207 housing units of rental housing (the "Project") on the property described in EXHIBIT A

attached hereto (the "Property"), and to cause compliance with certain affordability covenants described in Section 3.8 of the Agreement; and

WHEREAS, the Developer intends, declares, and covenants that the restrictive covenants set forth herein shall be and are covenants running with the Property during the Qualified Project Period (as defined herein) and binding upon all subsequent owners of the Property for such period, and are not merely personal covenants of the Developer; and

WHEREAS, capitalized terms in this Declaration have the meaning provided in the Agreement unless otherwise defined herein.

NOW, THEREFORE, in consideration of the promises and covenants hereinafter set forth, and of other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer agrees as follows:

1. Term of Restrictions.

(a) Occupancy Restrictions. The term of the Occupancy Restrictions set forth in Section 3 hereof shall commence on the date the Project receives a certificate of occupancy. The period from commencement to termination is the "Qualified Project Period."

(b) Termination of Declaration. This Declaration shall automatically terminate upon the date that is twenty-six (26) years after the commencement of the Qualified Project Period.

(c) Removal from Real Estate Records. Upon termination of this Declaration, the City shall, upon request by the Developer or its assigns, file any document appropriate to remove this Declaration from the real estate records of Hennepin County, Minnesota.

2. Project Restrictions.

(a) The Developer represents, warrants, and covenants that:

(i) All leases of units to Qualifying Tenants (as defined in Section 3(a)(i) hereof) shall contain clauses, among others, wherein each individual lessee:

(1) Certifies the accuracy of the statements made in its application and Eligibility Certification (as defined in Section 3(a)(ii) hereof); and

(2) Agrees that the family income at the time the lease is executed shall be deemed substantial and material obligation of the lessee's tenancy, that the lessee will comply promptly with all requests for income and other information relevant to determining Qualifying Tenant status from the Developer or the City, and that the lessee's failure or refusal to comply with a request for information with respect thereto shall be deemed a violation of a substantial obligation of the lessee's tenancy.

(ii) The Developer shall permit during normal business hours and upon reasonable notice, any duly authorized representative of the City to inspect the books and records of the Developer pertaining to the income of Qualifying Tenants residing in the Project.

3. Occupancy Restrictions.

(a) Tenant Income Provisions. The Developer represents, warrants, and covenants that:

(i) Qualifying Tenants. From the commencement of the Qualified Project Period, at least twenty percent (20%) (i.e., 42 units) of the rental housing units in the Project ("Rental Housing Units") shall be occupied (or treated as occupied as provided herein) or held vacant and available for occupancy by persons and families who shall be determined from time to time by the Developer to have combined adjusted income that does not exceed sixty percent (60%) of the Hennepin County (the "County") median income for the applicable calendar year adjusted for family size (the "Qualifying Tenants"). For purposes of this definition, the occupants of a residential unit shall not be deemed to be Qualifying Tenants if all the occupants of such residential unit at any time are "students," as defined in Section 151(c)(4) of the Internal Revenue Code of 1986, as amended (the "Code"), not entitled to an exemption under the Code. The determination of whether an individual or family are Qualifying Tenants shall be made at the time the tenancy commences and on an ongoing basis thereafter, determined annually. If during their tenancy a Qualifying Tenant's income exceeds one hundred forty percent

(140%) of the maximum income qualifying as low or moderate income for a family of its size, the next available unit (determined in accordance with the Code and applicable regulations) (the "Next Available Unit Rule") must be leased to a Qualifying Tenant or held vacant and available for occupancy by a Qualifying Tenant. If the Next Available Unit Rule is violated, the Next Available Unit will not continue to be treated as a Qualifying Unit. The annual recertification and Next Available Unit Rule requirements of this paragraph shall not apply to a given year if, during such year, no residential unit in the Project is occupied by a new resident whose income exceeds the applicable income limit for Qualifying Tenants.

(ii) Certification of Tenant Eligibility. As a condition to initial and continuing occupancy, each person who is intended to be a Qualifying Tenant shall be required annually to sign and deliver to the Developer a Certification of Tenant Eligibility substantially in the form attached as EXHIBIT B hereto, or in such other form as may be approved by the City (the "Eligibility Certification"), in which the prospective Qualifying Tenant certifies that he or she is a Qualifying Tenant. In addition, such person shall be required to provide whatever other information, documents, or certifications are deemed necessary by the City to substantiate the Eligibility Certification, on an ongoing annual basis, and to verify that such tenant continues to be a Qualifying Tenant within the meaning of Section 3(a)(i) hereof. Eligibility Certifications will be maintained on file by the Developer with respect to each Qualifying Tenant who resides in a Project unit or resided therein during the immediately preceding calendar year.

(iii) Lease. The form of lease to be utilized by the Developer in renting any Rental Housing Units in the Project to any person who is intended to be a Qualifying Tenant shall provide for termination of the lease and consent by such person to immediate eviction for failure to qualify as a Qualifying Tenant as a result of any material misrepresentation made by such person with respect to the Eligibility Certification.

(iv) Annual Report. The Developer covenants and agrees that during the Qualified Project Period, it will prepare and submit to the City on or before April 1 of each year, a certificate substantially in the form of EXHIBIT C hereto, executed by the Developer, (a) identifying the tenancies and the dates of occupancy (or vacancy) for all Qualifying Tenants in the Project, including the percentage of the Rental Housing Units which were occupied by Qualifying Tenants (or held vacant and available for occupancy by Qualifying Tenants) at all times during the year preceding the date of such certificate; (b) describing all transfers or other changes in ownership of the Project or any interest therein; and (c) stating, that to the best knowledge of the person executing such certificate after due inquiry, all such units were rented or available for rental on a continuous basis during such year to members of the general public and that the Developer was not otherwise in default under this Declaration during such year.

(v) Notice of Non-Compliance. The Developer will promptly notify the City if at any time during the term of this Declaration the number of Rental Housing

Units required to be occupied by Qualifying Tenants are not occupied by or are not available for occupancy by Qualifying Tenants as required by the terms of this Declaration.

(b) Section 8 Housing. During the term of this Declaration, the Developer shall not adopt any policies specifically prohibiting or excluding rental to tenants holding certificates/vouchers under Section 8 of the United States Housing Act of 1937, as amended, codified as 42 U.S.C. Sections 1401 et seq., or its successor, because of such prospective tenant's status as such a certificate/voucher holder.

4. [Reserved]

5. Transfer Restrictions. The Developer represents and agrees that prior to the termination of the Occupancy Restrictions provided herein, the Developer shall not transfer the Project or any part thereof or any interest therein, without the prior written approval of the City, which shall not be unreasonably withheld, conditioned, or delayed. The Developer covenants and agrees that the Developer will cause or require as a condition precedent to any conveyance, transfer, assignment, or any other disposition of the Project prior to the termination of the Occupancy Restrictions (the "Transfer") that the transferee of the Project pursuant to the Transfer assume in writing, in a form acceptable to the City, all duties and obligations of the Developer under this Declaration, including this Section 5, in the event of a subsequent Transfer by the transferee prior to expiration of the Occupancy Restrictions provided herein (the "Assumption Agreement"). The Developer shall deliver the Assumption Agreement to the City prior to the Transfer.

6. [Reserved]

7. Enforcement.

(a) The Developer shall permit, during normal business hours and upon reasonable notice, any duly authorized representative of the City to inspect any books and records of the Developer regarding the Project with respect to the incomes of Qualifying Tenants.

(b) The Developer shall submit any other information, documents or certifications requested by the City which the City deems reasonably necessary to substantial continuing compliance with the provisions specified in this Declaration.

(c) The Developer acknowledges that the primary purpose for requiring compliance by the Developer with the restrictions provided in this Declaration is to ensure compliance of the property with the housing affordability covenants set forth in Section 3.8 of the Agreement, and by reason thereof, the Developer, in consideration for assistance provided by the City under the Agreement that makes possible the construction of the Project on the Property, hereby agrees and consents that the City shall be entitled, upon any breach of the provisions of this Declaration, and in addition to all other remedies provided by law or in equity, to enforce specific performance by the Developer of its obligations under this Declaration in a state court of competent jurisdiction. The Developer

hereby further specifically acknowledges that the City cannot be adequately compensated by monetary damages in the event of any default hereunder.

(d) The Developer understands and acknowledges that, in addition to any remedy set forth herein for failure to comply with the restrictions set forth in this Declaration, the City may exercise any remedy available to it under Article IV of the Agreement.

8. Indemnification. The Developer hereby indemnifies, and agrees to defend and hold harmless, the City from and against all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses), causes of action, suits, allegations, claims, demands, and judgments of any nature arising from the consequences of a legal or administrative proceeding or action brought against them, or any of them, on account of any failure by the Developer to comply with the terms of this Declaration, or on account of any representation or warranty of the Developer contained herein being untrue.

9. Agent of the City. The City shall have the right to appoint an agent to carry out any of its duties and obligations hereunder and shall inform the Developer of any such agency appointment by written notice.

10. Severability. The invalidity of any clause, part or provision of this Declaration shall not affect the validity of the remaining portions thereof.

11. Notices. All notices to be given pursuant to this Declaration must be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing. The Developer and the City may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent. The initial addresses for notices and other communications are as follows:

To the City: City of Plymouth
Plymouth City Hall
3400 Plymouth Boulevard
Plymouth, MN 55447
Attention: City Manager

To the Developer: Roers Plymouth Apartments LLC
Two Carlson Parkway #400
Plymouth, MN 55447
Attn: Andy Bollig
Attn: Shane LaFave

with a copy to: Hellmuth & Johnson, PLLC
8050 West 78th Street
Edina, MN 55439
Attn: Blake R. Nelson

12. Governing Law. This Declaration shall be governed by the laws of the State of Minnesota and, where applicable, the laws of the United States of America.

13. Attorneys' Fees. Whenever any Event of Default occurs and if the City employs attorneys or incurs other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer under this Declaration, and the City prevails in the action, the Developer agrees that it will, within ten days of written demand by the City, pay to the City the reasonable fees of the attorneys and the other expenses so incurred by the City.

14. Conflict. In the event of a conflict between this Declaration and the Agreement this Declaration shall control.

15. Declaration Binding. This Declaration and the covenants contained herein shall run with the real property comprising the Project and shall bind the Developer and its successors and assigns and all subsequent owners of the Project or any interest therein, and the benefits shall inure to the City and its successors and assigns for the term of this Declaration as provided in Section 1(b) hereof.

Drafted by:

Taft Stettinius & Hollister LLP
2200 IDS Center
80 South 8th Street
Minneapolis, Minnesota 55402

IN WITNESS WHEREOF, the Developer has caused this Declaration of Restrictive Covenants to be signed by its respective duly authorized representatives, as of the day and year first written above.

**ROERS PLYMOUTH APARTMENTS LLC, a
Minnesota limited liability company**

By: _____
Name: _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, the _____ of Roers Plymouth Apartments LLC, a Minnesota limited liability company, on behalf of the Developer.

Notary Public

This Declaration is acknowledged and consented to by:

THE CITY OF PLYMOUTH, MINNESOTA

By _____
Its Mayor

By _____
Its City Manager

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, the Mayor of the City of Plymouth, Minnesota on behalf of said City.

Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, the City Manager of the City of Plymouth, Minnesota, on behalf of the City.

Notary Public

EXHIBIT A
to Declaration of Restrictive Covenants

Legal Description

The real property located in the City of Plymouth, Hennepin County, Minnesota with the following property identification number and legal description:

EXHIBIT B
to Declaration of Restrictive Covenants
Certification of Tenant Eligibility

[See attached]

EXHIBIT C
to Declaration of Restrictive Covenants

Certificate of
Continuing Program Compliance

Date: _____, _____.

The following information with respect to the Project located at _____, Plymouth, Minnesota (the "Project"), is being provided by Roers Plymouth Apartments LLC (the "Developer") to the City of Plymouth, Minnesota (the "City"), pursuant to that certain Declaration of Restrictive Covenants, dated _____, 20____ (the "Declaration"), with respect to the Project:

(A) The total number of residential units which are available for occupancy is _____. The total number of such units occupied is _____.

(B) The following residential units (identified by unit number) have been designated for occupancy by "Qualifying Tenants," as such term is defined in the Declaration (for a total of _____ units):

Alcove Studio Units:

1 BR Units:

2 BR Units:

(C) The following residential units which are included in (B) above, have been re-designated as units for Qualifying Tenants since _____, 20____, the date on which the last "Certificate of Continuing Program Compliance" was filed with the City by the Developer:

Unit Number	Previous Designation of Unit (if any)	Replacing Unit Number
_____	_____	_____
_____	_____	_____

(D) The following residential units are considered to be occupied by Qualifying Tenants based on the information set forth below:

	Unit Number	Name of Tenant	Number of Persons Residing in the Unit	Number of Bedrooms	Total Adjusted Gross Income	Date of Initial Occupancy
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						
31						
32						
33						
34						
35						

(E) The Developer has obtained a "Certification of Tenant Eligibility," in the form provided as EXHIBIT B to the Declaration, from each Tenant named in (D) above, and each such Certificate is being maintained by the Developer in its records with respect to the Project. Attached hereto is the most recent "Certification of Tenant Eligibility" for each Tenant named in (D) above who signed such a Certification since _____,

_____, the date on which the last "Certificate of Continuing Program Compliance" was filed with the City by the Developer.

(F) In renting the residential units in the Project, the Developer has not given preference to any particular group or class of persons (except for persons who qualify as Qualifying Tenants); and none of the units listed in (D) above have been rented for occupancy entirely by students, no one of which is entitled to file a joint return for federal income tax purposes. All of the residential units in the Project have been rented pursuant to a written lease.

(G) The information provided in this "Certificate of Continuing Program Compliance" is accurate and complete, and the Developer has no actual knowledge that any of the information provided herein, or in any "Certification of Tenant Eligibility" obtained from the Tenants named herein, is inaccurate or incomplete in any respect.

(H) The Project is in continuing compliance with the Declaration.

(I) The Developer certifies that as of the date hereof at least _____ of the residential dwelling units in the Project are occupied or held open for occupancy by Qualifying Tenants, as defined and provided in the Declaration.

(J) If Developer has applied for 4d(1) property classification under Minnesota Statutes, Section 273.13, Subd. 25(e), attached is documentation evidencing the certification requirements of Minnesota Statutes, Section 273.128.

IN WITNESS WHEREOF, I have hereunto affixed my signature, on behalf of the Developer, on _____, 20____.

Roers Plymouth Apartments LLC,
a Delaware limited liability company

By: _____

Its: _____

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF PLYMOUTH, MINNESOTA

AND

ROERS PLYMOUTH APARTMENTS LLC

FOR

MULTIFAMILY PHASE II (MFII) OF THE BOULEVARD PROJECT (FORMER
PRUDENTIAL SITE)

This document drafted by:

Taft Stettinius & Hollister LLP
2200 IDS Center
80 South 8th Street
Minneapolis, Minnesota 55402

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DEVELOPMENT AGREEMENT

THIS AGREEMENT, made as of the 1st day of March, 2025 ("Effective Date"), by and between the City of Plymouth, Minnesota (the "City"), a municipal corporation organized and existing under the laws of the State of Minnesota and Roers Plymouth Apartments LLC, a Delaware limited liability company (the "Developer").

WITNESSETH:

WHEREAS, pursuant to Minnesota Statutes, Section 469.124 through 469.133, as amended, the City has formed Development District No. 7 (the "Development District") and has adopted a development program therefor (the "Development Program"); and

WHEREAS, pursuant to the provisions of Minnesota Statutes, Section 469.174 through 469.1794, as amended (hereinafter, the "Tax Increment Act") and Laws of Minnesota 2023, Chapter 64, Article 8, Section 12 (the "Special Legislation") the City has created within the Development District, Tax Increment Financing District No. 7-12 (Prudential) (the "Tax Increment District"), and has adopted a tax increment financing plan therefor (the "Tax Increment Plan") which provides for the use of tax increment financing in connection with certain development within the Development District; and

WHEREAS, in order to achieve the objectives of the Development Program and Tax Increment Financing Plan and particularly to make the land in the Development District available for development by private enterprise in conformance with the Development Program, the City has determined to assist the Developer with the financing of certain costs of a Project (as hereinafter defined) to be constructed within the Tax Increment District as more particularly set forth in this Agreement; and

WHEREAS, the City believes that the development and construction of the Project, and fulfillment of this Agreement are vital and are in the best interests of the City, the health, safety, morals and welfare of residents of the City, and in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted; and

WHEREAS, the requirements of the Business Subsidy Law, Minnesota Statutes, Section 116J.993 through 116J.995, do not apply to this Agreement because of an exemption for housing;

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I.

DEFINITIONS

Section 1.1 Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement, as the same may be from time to time modified, amended or supplemented;

Business Day means any day except a Saturday, Sunday or a legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close;

Assessment Agreement means the agreement, in substantially the form of the agreement contained in Exhibit D attached hereto and hereby made a part of this Agreement, among the Developer, the City and the Assessor for the County, entered into pursuant to Article III of this Agreement;

Assessor's Minimum Market Value means the agreed minimum market value of the Development Property and for calculation of real property taxes as determined by the Assessor for the County pursuant to the Assessment Agreement;

City means the City of Plymouth, Minnesota;

City Development Contract means the Development Contract dated August 6, 2024 by and between the City of Plymouth, Minnesota and the Developer;

Compliance Certificate means the certificate of Continuing Program Compliance set forth in Exhibit C to the Declaration;

Consultant means the City's municipal advisor;

County means Hennepin County, Minnesota;

Declaration means the Declaration of Restrictive Covenants in substantially the form attached as Exhibit H;

Developer means Roers Plymouth Apartments LLC, a Minnesota limited liability company, its successors and assigns;

Development District means the real property described in the Development Program for Development District No. 7;

Development Program means the development program approved in connection with the Development District;

Development Property means the real property legally described in Exhibit A attached to this Agreement;

Event of Default means any of the events described in Section 4.1 hereof;

Housing Policy means the Inclusionary Housing Policy of the City in effect as of the Effective Date.

Legal and Administrative Expenses means the fees and expenses incurred by the City in connection with the review and analysis of the development proposed under this Agreement, the adoption and administration of the Tax Increment Financing Plan and establishment of the Tax Increment District, the preparation of this Agreement and the issuance of the TIF Note including, but not limited to, attorney and municipal advisor fees and expenses;

Note Payment Date means August 1, 2028, and each February 1 and August 1 of each year thereafter to and including February 1, 2053; provided, that if any such Note Payment Date should not be a Business Day, the Note Payment Date shall be the next succeeding Business Day;

Person means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof;

Prime Rate means the rate of interest from time to time publicly announced by U.S. Bank National Association in Minneapolis, Minnesota, as its "reference rate" or any successor rate, which rate shall change as and when that prime rate or successor rate changes;

Project means the construction on the Development Property of approximately 150 units of multifamily rental housing;

Site Improvements means the site improvements to be undertaken on the Development Property as identified on Exhibit C attached hereto;

Special Legislation means Laws of Minnesota 2023, Chapter 64, Article 8, Section 12

State means the State of Minnesota;

Tax Increment Act means Minnesota Statutes, Sections 469.174 through 469.1794, as amended;

Tax Increment District means Tax Increment Financing District No. 7-12 (Prudential), located within the Development District, which was qualified as a redevelopment district under the Special Legislation;

Tax Increment Financing Plan means the tax increment financing plan approved for the Tax Increment District by the City Council on June 11, 2024, and any future amendments thereto;

Tax Increment Note, TIF Note or Note means the Tax Increment Revenue Note (Boulevard Phase II Project) to be executed by the City and delivered to the Developer pursuant to Article III hereof, the form of which is attached hereto as Exhibit B;

Tax Increments means 25% of the tax increments derived from the Development Property which have been received and retained by the City in accordance with the provisions of Minnesota Statutes, Section 469.177;

Termination Date means the earlier of (i) February 1, 2053, (ii) the date the TIF Note is paid in full, (iii) the date on which the Tax Increment District expires or is otherwise terminated, or (iv) the date this Agreement is terminated or rescinded in accordance with its terms; and

Unavoidable Delays means delays, outside the control of the party claiming its occurrence, which are the direct result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Project, delays in delivery of materials for the construction of the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit (other than the City) which directly result in delays, government order or law, national or regional emergency, disease, pandemics or epidemics.

ARTICLE II.

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the City. The City makes the following representations and warranties:

(1) The City is a municipal corporation and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) Tax Increment District is a "redevelopment district" within the meaning of Minnesota Statutes, Section 469.174, Subdivision 10, and was created, adopted and approved in accordance with the terms of the Tax Increment Act and the Special Legislation.

(3) The development contemplated by this Agreement is in conformance with the development objectives set forth in the Development Program.

(4) To finance certain costs within the Tax Increment District, the City proposes, subject to the further provisions of this Agreement, to apply Tax Increments to reimburse the Developer for a portion of the costs of the acquisition of the Development Property and the construction of Site Improvements as further provided in this Agreement.

(5) The City makes no representation or warranty, either expressed or implied, as to the Development Property or its condition or the soil conditions thereon, or that the Development Property shall be suitable for the Developer's purposes or needs.

(6) The execution, delivery and performance of this Agreement and of any other documents or instruments required pursuant to this Agreement by the City, and consummation of the transactions contemplated therein and the fulfillment of the terms thereof, do not and will not conflict with or constitute a breach of or default under any existing (i) indenture, mortgage, deed of trust or other agreement or instrument to which the City is a party or by which the City or any of its property is or may be bound; or (ii) legislative act, constitution or other proceedings establishing or relating to the establishment of the City or its officers or its resolutions.

(7) There is not pending, nor to the best of the City's knowledge is there threatened, any suit, action or proceeding against the City before any court, arbitrator, administrative agency or other governmental authority that materially and adversely affects the validity of any of the transactions contemplated hereby, the ability of the City to perform its obligations hereunder, or the validity or enforcement of this Agreement.

Section 2.2 Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

(1) The Developer is a Minnesota limited liability company and has power to enter into this Agreement and to perform its obligations hereunder and is not in violation of the laws of the State.

(2) The Developer shall cause the Project to be constructed in accordance with the terms of this Agreement, the City Development Contract, the Housing Policy of the City, the Development Program, and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations) that are applicable to the Development Property.

(3) The Developer shall comply with the terms and conditions contained in the preliminary and final plat approvals and the preliminary and final PUD approvals.

(4) The Developer shall obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Project may be lawfully constructed.

(5) The construction of the Project would not be undertaken by the Developer, and in the opinion of the Developer would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.

(6) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(7) The Developer will cooperate fully with the City with respect to any litigation commenced with respect to the Project.

(8) The Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Project.

(9) The Developer shall commence construction of the Project by June 1, 2026 and barring Unavoidable Delays, the Project will be completed, as evidenced by the Developer's receipt of a temporary certificate of occupancy for the Project, by May 31, 2028.

(10) The Developer acknowledges that Tax Increment projections contained in the Tax Increment Financing Plan are estimates only and the Developer acknowledges that it shall place no reliance on the amount of projected Tax Increments and the sufficiency of such Tax Increments to reimburse the Developer for a portion of the costs of the acquisition of the Development Property and the construction of Site Improvements as provided in Article III.

ARTICLE III.

UNDERTAKINGS BY DEVELOPER AND CITY

Section 3.1 Development Property, Site Improvements, Project and Legal and Administrative Expenses.

(1) The parties agree that the acquisition of the Development Property and the installation of the Site Improvements are essential to the successful completion of the Project. The costs of the acquisition of the Development Property and the Site Improvements shall be paid by the Developer. Subject to review and reduction by the City based upon the timing of the commencement of construction of the Project and the number of Units in the Project, the City shall reimburse the Developer for the lesser of (a) \$1,320,000, or (b) a portion of the costs of the acquisition of the Development Property and costs of the Site Improvements actually incurred and paid by the Developer (the "Reimbursement Amount"), as further provided in Section 3.3 hereof. The Reimbursement Amount is subject to reduction by the City

(2) The Developer has deposited \$10,000 with the City to pay actual out of pocket Legal and Administrative Expenses and any excess will be returned to the Developer after payment of all Legal and Administrative Expenses. If the City determines the deposit to be inadequate, the Developer shall provide additional funds in the amount determined by the City to be escrowed.

Section 3.2 Limitations on Undertaking of the City. Notwithstanding the provisions of Sections 3.1, the City shall have no obligation to the Developer under this Agreement to reimburse the Developer for the Reimbursement Amount, if the City, at the time or times such payment is to be made is entitled under Section 4.2 to exercise any of the remedies set forth therein as a result of an Event of Default which has not been cured, provided that such unpaid amounts shall become payable if said Event of Default shall thereafter have been cured and if the Agreement has not been canceled or rescinded.

Section 3.3 Reimbursement: Tax Increment Revenue Note. The City shall reimburse the Developer for the costs identified in Section 3.1(1) through the issuance of the City's TIF Note in substantially the form attached to this Agreement as Exhibit B, subject to the following conditions:

(1) The TIF Note shall be dated, issued and delivered when the Developer shall have (a) demonstrated in writing to the reasonable satisfaction of the City that (i) the costs of construction of the Site Improvements and the costs of the acquisition of the Development Property have been incurred and (ii) the construction of the Project has been completed and a certificate of occupancy has been issued by the City for the Project; and (b) submitted paid invoices for the costs of construction of the Site Improvements and a settlement statement or other evidence of payment of the costs of the Development Property in an amount not less than the Reimbursement Amount.

(2) The unpaid principal amount of the TIF Note shall bear simple, non-compounding interest from the date that the City has determined that the paid invoices and settlement statement are in compliance with the terms of the Development Agreement, at the lower of 5.50% per annum or the Developer's interest rate on the permanent Project financing as determined by the City's

Consultant. Interest shall be computed on the basis of a 360 day year consisting of twelve (12) 30-day months.

(3) The principal amount of the TIF Note and the interest thereon shall be payable solely from the Tax Increments.

(4) The payment dates of the TIF Note shall be the Note Payment Dates. On each Note Payment Date and subject to the provisions of the TIF Note, the City shall pay, against the principal and interest outstanding on the TIF Note, the Tax Increments received by the City during the preceding six (6) months. All such payments shall be applied first to accrued interest and then to reduce the principal of the TIF Note.

(5) The TIF Note shall be a special and limited obligation of the City and not a general obligation of the City, and only Tax Increments shall be used to pay the principal and interest on the TIF Note. If, on any Note Payment Date, the Tax Increments for the payment of the accrued and unpaid interest on the TIF Note are insufficient for such purposes, the difference shall be carried forward, without interest accruing thereon, and shall be paid if and to the extent that on a future Note Payment Date there are Tax Increments in excess of the amounts needed to pay the accrued interest then due on the TIF Note.

(6) The City's obligation to make payments on the TIF Note on any Note Payment Date or any date thereafter shall be conditioned upon the requirement that (a) there shall not at that time be an Event of Default that has occurred and is continuing under this Agreement; provided that such unpaid amounts shall become payable if said Event of Default shall thereafter have been cured and if the Agreement has not been canceled or rescinded and (b) this Agreement shall not have been rescinded pursuant to Section 4.2(b).

(7) The TIF Note shall be governed by and payable pursuant to the additional terms thereof, as set forth in Exhibit B and Sections 3.6, 3.7 and 3.9. In the event of any conflict between the terms of the TIF Note and the terms of this Section 3.3, the terms of the TIF Note shall govern. The issuance of the TIF Note pursuant and subject to the terms of this Agreement, and the taking by the City of such additional actions as bond counsel for the TIF Note may require in connection therewith, are hereby authorized and approved by the City.

Section 3.4 Execution of Assessment Agreement; Market Value.

(1) The Developer and the City shall execute an Assessment Agreement pursuant to the provisions of Minnesota Statutes, Section 469.177, Subdivision 8, specifying the Assessor's Minimum Market Value for the Development Property and the Project for calculation of real property taxes. Specifically, the Developer shall agree to a market value for the Development Property and the Project which will result in a market value as of January 2, 2029 of approximately \$40,950,000 until the Termination Date (such minimum market value at the time applicable is herein referred to as the "Assessor's Minimum Market Value"). Nothing in the Assessment Agreement shall limit the discretion of the Assessor to assign a market value to the Development Property and the Project in excess of such Assessor's Minimum Market Value. The Assessment Agreement shall remain in effect until the Termination Date. The Assessment Agreement shall be certified by the Assessor for the County as provided in Minnesota Statutes, Section 469.177,

Subdivision 8, upon a finding by the Assessor that the Assessor's Minimum Market Value represents a reasonable estimate based upon the plans and specifications for the Project to be constructed on the Development Property and the market value previously assigned to the Development Property. Pursuant to Minnesota Statutes, Section 469.177, Subdivision 8, the Assessment Agreement shall be filed by the Developer for record in the office of the county recorder or registrar of titles of Hennepin County, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property (or part thereof), whether voluntary or involuntary, and such Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, including the holder of any mortgage recorded against the Development Property. The Developer shall provide the City with a recorded copy of the Assessment Agreement.

(2) The Developer may seek through petition or other means to have the market value of the Development Property and the Project reduced, provided however, that the Developer shall not seek a reduction of such market value below the Assessor's Minimum Market Value. Until the Note is fully paid, such activity must be preceded by written notice from the Developer to the City indicating its intention to do so. Upon receiving such notice, or otherwise learning of the Developer's intentions, the City may suspend payments due under the TIF Note until the actual amount of the reduction is determined, whereupon the City will make the suspended payments less any amount that the City is required to repay the County as a result of any reduction in market value of the Development Property and the Project. During the period that the payments are subject to suspension the City may make partial payments on the TIF Note if it determines, in its sole and absolute discretion that the amount retained will be sufficient to cover any repayment which the County may require. The City's suspension of payments on the TIF Note pursuant to this Section shall not be considered a default under this Agreement.

Section 3.5 Real Property Taxes. Prior to the Termination Date, the Developer shall pay all real property taxes payable with respect to all and any parts of the Development Property acquired and owned by it and pursuant to the provisions of the Assessment Agreement until the Developer's obligations have been assumed by any other person pursuant to the provisions of this Agreement or title to the Development Property is vested in another person.

The Developer agrees that prior to the Termination Date:

(1) It will not seek administrative review or judicial review of the applicability of any tax statute relating to the ad valorem property taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the inapplicability of any such tax statute as a defense in any proceedings with respect to the Development Property, including delinquent tax proceedings; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(2) It will not seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings with respect to the Development Property; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(3) It will not seek any tax deferral or abatement, either presently or prospectively authorized under Minnesota Statutes, Section 469.1813, or any other State or federal law, of the ad valorem property taxation of the Development Property between the date of execution of this Agreement and the Termination Date.

(4) It may seek to have 10% (*i.e.* 15) of the residential units in the Development Property classified as 4d(1) property for rental properties under Minnesota Statutes, Section 273.13, Subd. 25(e).

Section 3.6 Look Back and Reduction of TIF Assistance

(1) *Generally.* The financial assistance to the Developer under this Agreement is based on certain assumptions regarding likely performance of the Project including operating revenues, expenses and development costs of construction of the Project. The City and the Developer agree that the actual financial performance of the Project will be reviewed as described in this Section, and that the TIF Note may be adjusted accordingly.

(2) *Definitions.* For the purposes of this Section, the following terms have the following meanings:

(a) “Calculation Date” means:

(A) For the lookback upon Completion of Construction: within 60 days after the City’s issuance of a Certificate of Occupancy;

(B) For the Lookback upon Stabilization: 90 days after the earlier of (i) the date of Stabilization: or (ii) two years after the date of completion, as evidenced by the City’s issuance of a Certificate of Completion, or;

(C) For the Lookback on Sale: at least 30 days prior to sale of the Project.

(b) “Capitalization Rate” means 5.50% at the time of Stabilization, and the lesser of 5.50% or the actual Capitalization Rate at the time of Sale.

(c) “Internal Rate of Return (IRR)” means discount rate for all cashflows for the Developer ten (10) years from the start of construction on the Minimum Improvements. For purposes of the IRR calculation on the Calculation Date: (i) revenue shall be based upon 95% occupancy regardless of whether the average occupancy for the measured period is higher or lower than 95%, (ii) revenue for periods after the Calculation Date shall be inflated by 3% annually, and (iii) Operating Expenses for periods after the Calculation Date, shall be inflated by 3% annually. The rate shall be calculated by considering the Developer’s:

- (i) equity contributions to the project;
- (ii) actual annual cash outflows before taxes but after principal and interest debt service; and

- (iii) theoretical sale proceeds assuming a sale in the tenth year minus customary sales expenses not to exceed 3% and utilizing the Capitalization Rate for the project value in year ten (10), or actual sale proceeds in the event of Lookback upon Sale.

(d) “Net Annual Cashflow” means annual Net Operating Income, plus any refinancing proceeds, less annual debt service payments for actual or proposed debt or similar debt obligations.

(e) “Net Operating Income (NOI)” means total annual income and other project-derived annual revenue, including payments under the TIF Note, less Operating Expenses, which excludes debt service payments. For purposes of the IRR calculation on the Calculation Date, (i) revenue shall be based upon 95% occupancy regardless of whether the average occupancy for the measured period is higher or lower than 95%, (ii) revenue for periods after the Calculation Date shall be inflated by 3% annually, and (iii) Operating Expenses for periods after the Calculation Date, shall be inflated by 3% annually.

(f) “Operating Expenses” means reasonable and customary expenses actually incurred in operating the Project and any other expenses actually incurred by the Developer pursuant to its obligations under this Agreement, determined in the same manner as shown in the Pro Forma Financial Statement, which excludes expenses after debt service, and includes administrative, payroll, marketing, insurance, property management fees, utilities, maintenance, deposits to commercially reasonable capital replacement reserves and payment of real estate taxes, but subject to final review and acceptance by the Consultant.

(g) “Pro Forma Financial Statement” means the cash flow pro forma model financial statement projecting future returns, a summary of which is attached to this Agreement as Exhibit F.

(h) “Stabilization” means the calendar month-end date on which the Project has first achieved an average occupancy of 90% during the preceding 12 calendar months, or such earlier date as may be requested by the Developer but, for purposes of the Cash on Cash Return calculation, assuming 95% occupancy notwithstanding actual occupancy rate as of such date.

(i) “Total Development Cost” means the total expenditures to complete the Project inclusive of land acquisition, hard construction costs, soft costs, and financing costs as approved by Developer’s senior construction debt lender.

(3) *Lookback at Completion of Construction:* After completion of the Project but prior to issuance of the TIF Note, the Developer agrees to submit evidence of its actual Total Development Costs to the City for comparison with the estimated Total Development Costs listed on Exhibit G. If the actual Total Development Costs are less than the estimated Total Development Costs, the TIF Note will be reduced by the amount by which the estimated costs exceed the actual costs. The TIF Note will not be issued until the City has compared actual with the actual Total Development Cost as described herein and adjusted the principal amount of the TIF Note, if necessary.

(4) *Lookback on Stabilization*: On or before the Calculation Date, the Developer shall deliver to the City and Consultant, at a minimum: the Developer's actual Pro Forma Financial Statement showing equity, NOI, debt service, assumed or actual refinance proceeds, or other capital events, and Net Annual Cashflow, and such other financial information as the Consultant shall reasonably require. A sale shall be assumed to occur in year ten (10).

(a) The projected IRR shall be calculated by the Consultant based on the financial statements submitted to the City pursuant to clause (4) above, (in the manner the Consultant determines is consistent with the sample lookback calculation attached as Exhibit E, as approved by the City).

(b) If the projected IRR does not exceed 14%, the TIF Note will not be revised for Lookback on Stabilization.

(c) If the Consultant determines, based on such review, that the projected IRR exceeds 14% (to be calculated in a manner comparable to the sample attached as Exhibit E), then the principal balance of the TIF Note will be reduced as determined by the Consultant below:

(A) First, by determining the present value of the TIF Note payments after year 10 (year 11 through the term of the TIF Note), that make a 14% IRR.

(B) Second, by determining the future TIF Note annual payments after year ten (10) that are needed to satisfy (A)

(C) Third, by determining the present value of the combination of the TIF Note payments up to year ten (10) and those determined in (B)

(D) Fourth, by determining the amount equal to 50% of the difference between the original principal amount of the TIF Note and the amount in clause (C) above.

(E) Finally, the new principal amount of the TIF Note will then be determined by adding the amounts in clauses (D) from the original TIF Note principal amount and rounding to the nearest \$1,000 (the "Revised TIF Note Principal Amount").

Such Revised TIF Note Principal Amount will be effective upon delivery to the Developer of a written notice stating the Revised TIF Note Principal Amount as determined by the Consultant in accordance with this Section, accompanied by the Consultant's report. The Developer shall, thereupon, deliver the TIF Note in exchange for a new TIF Note in the Revised TIF Note Principal Amount. Notwithstanding the foregoing, if a Revised TIF Note Principal Amount is applied, in no event shall Developer be required to repay or refund to the City any amounts already paid to Developer under this Agreement or the TIF Note.

Section 3.7 Property Sale or Refinance. If the Developer sells the Project to an unrelated third party or refinances the Project (provided, however, the placement of permanent debt on the Project and the Development Property will not constitute a refinance giving rise to the

review as described in this Section) during the first 13 years of the term of this Agreement, the Developer agrees to provide to the Consultant reasonable background documentation related to Project income and expenses for the period from the date of this Agreement through such sale or refinance date. If the Consultant determines, based on such review, that the actual profit realized by the Developer has exceeded a 15% IRR during that period of up to 13 years, then the same calculations shall be completed as in Section 3.6 (4) (c) and the amount payable under the TIF Note and the principal amount of the TIF Note will be reduced accordingly. Such reduction will be effective upon delivery to Developer of a written notice stating the amount of such excess profit as determined by the City in accordance with this Section, accompanied by the Consultant's report.

Section 3.8 Compliance with Housing Policy of the City.

(1) The Developer has read and understood the Housing Policy of the City, which is fully incorporated herein by reference. The Developer shall at all times comply with the Housing Policy.

(2) In compliance with the Housing Policy the Developer must meet the below requirements as follows:

(a) At least 10% (*i.e.* 15) of the residential units in the Project (the “Affordable Units”) must be occupied or available for occupancy by persons whose incomes do not exceed 60% of the Area Median Income (AMI) for the Twin Cities metropolitan area adjusted for bedroom size and calculated annually by Minnesota Housing; and

(b) The monthly rental price for the Affordable Units shall include rent and utility costs and shall be based on the AMI for the Twin Cities metropolitan area adjusted for bedroom size and calculated annually by Minnesota Housing for establishing rent limits for the Low-Income Housing Tax Credit (LIHTC) program; and

(c) The limits described in clause (a) must be satisfied for a period of twenty-six (26) years commencing from the date the Project receives a certificate of occupancy. Income for occupants of units described in clause (a) shall be adjusted for family size in accordance with Section 142(d) of the Internal Revenue Code and related regulations.

(3) If the Developer applies to have the Development Property classified as 4d(1) property under Minnesota Statutes, Section 273.13, Subd. 25(e), the Developer shall comply with the requirements of Minnesota Statutes, Section 273.128.

(4) On or before April 1, commencing on April 1, 2029, for the period of twenty-six (26) years the Developer or an agent of the Developer must deliver or cause to be delivered to the City a Compliance Certificate, in the form set forth in Exhibit C to the Declaration; executed by the Developer covering the preceding twelve (12) months. In determining compliance with this Section, the Developer must use the County median incomes for the year in which the payment is due on the TIF Note, as promulgated by the Minnesota Housing Finance Agency based on the area median incomes established by the United States Department of Housing and Urban Development.

(5) The Developer agrees to accept for a period of twenty-six (26) years commencing from the date the Project receives a certificate of occupancy, on the same basis as all other

prospective tenants of low- and moderate-income, tenants who are recipients of federal certificates for rent subsidies pursuant to the existing program under Section 8 of the Housing Act or its successor and shall not apply selection criteria to Section 8 certificate/voucher holders that are more burdensome than the criteria applied to all other prospective tenants. The Developer shall make any modifications to its leases as necessary to allow for the rental of the housing units to Section 8 certificate/voucher holders. For any tenant who is a Section 8 certificate/voucher holder, a copy of such tenant's Section 8 certificate/voucher shall be sufficient supportive evidence in lieu of income verification for that tenant's household, as required by Section 3.8(2).

Section 3.9 Declaration of Restrictive Covenants. The Developer shall execute a Declaration of Restrictive Covenants in form attached hereto as Exhibit H.

Section 3.10 Prohibition Against Transfer of Project and Assignment of Agreement. The Developer represents and agrees that prior to the termination date of this Agreement the Developer shall not transfer the Project or any part thereof or any interest therein, without the prior written approval of the City, which approval shall not be unreasonably withheld. The City shall be entitled to require as conditions to any such approval that:

(1) Any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of the City, necessary and adequate to fulfill the remaining obligations undertaken in this Agreement by the Developer.

(2) Any proposed transferee, by instrument in writing satisfactory to the City shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the remaining obligations of the Developer under this Agreement and agreed to be subject to all the remaining conditions and restrictions to which the Developer is subject.

(3) There shall be submitted to the City for the City's review and prior written approval the instrument by which the proposed transferee assumes the obligations of the Developer under this Agreement and agrees to be subject to all of the remaining conditions and restrictions to which the Developer is subject and any estoppel certificate that the Developer or proposed transferee requests the City to execute in connection with the transfer (collectively, the "Transfer Instruments").

In the event the foregoing conditions are satisfied then the Developer will be released from its obligation under this Agreement.

The City shall provide its written approval or rejection of the proposed transferee within sixty (60) days ("Transferee Approval Period") of the City's receipt of final forms of the Transfer Instruments.

Notwithstanding the foregoing, the consent of the City shall not be required for the transfer of the Project to any related entity controlling, controlled by, or under common control with the Developer so long as at least fifty percent (50%) of the asserted related entity is held by Developer or in common ownership by those persons or entities holding at least fifty percent (50%) ownership of Developer (each an "Affiliate"), with each such transfer to an Affiliate of the Developer subject to the provisions of this Agreement.

ARTICLE IV.

EVENTS OF DEFAULT

Section 4.1 Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean whenever it is used in this Agreement any one or more of the following events:

(1) Failure by the Developer to timely pay any ad valorem real property taxes and special assessments levied against the Development Property and all public utility or other City payments due and owing with respect to the Development Property when due and payable.

(2) Failure by the Developer to cause the construction of the Project to be completed pursuant to the terms, conditions and limitations of this Agreement.

(3) Failure of the Developer to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

(4) If the Developer shall:

(a) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or

(b) make an assignment for the benefit of its creditors; or

(c) admit in writing its inability to pay its debts generally as they become due;
or

(d) be adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer, as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within sixty (60) days after the filing thereof; or a receiver, trustee or liquidator of the Developer, or of the Project, or part thereof, shall be appointed in any proceeding brought against the Developer, and shall not be discharged within sixty (60) days after such appointment, or if the Developer, shall consent to or acquiesce in such appointment.

(5) The Developer fails to comply with the requirements of the Declaration.

Section 4.2 Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice to the Developer citing with specificity the item or items of default and notifying the Developer that it has thirty (30) days within which to cure said Event of Default. If the Event of Default has not been cured within said thirty (30) days:

(1) The City may suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure the Event of Default and continue its performance under this Agreement, and no interest shall accrue on the TIF Note while performance is suspended in accordance with this Section 4.2.

(2) The City may cancel and rescind the Agreement and the TIF Note.

(3) The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Notwithstanding the foregoing, if it is not possible to cure the alleged Event of Default within thirty (30) days, provided that in the City's reasonable judgment the Developer has commenced diligent efforts to cure the Event of Default, Development shall be afforded a reasonable amount of additional time to cure the Event of Default.

Section 4.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5 Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

Section 4.6 Indemnification of City.

(1) The Developer releases from and covenants and agrees that the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project, provided that the foregoing indemnification shall not be effective for any actions of the Indemnified Parties that are not contemplated by this Agreement.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or if other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project; provided, that this indemnification shall not apply to the warranties made or obligations undertaken by the City in Section 4.7 this Agreement or to any actions undertaken by the City which are not contemplated by this Agreement but shall, in any event and without regard to any fault on the part of the City, apply to any pecuniary loss or penalty (including interest thereon from the date the loss is incurred or penalty is paid by the City at a rate equal to the Prime Rate) as a result of the Developer operating the Project so that the Tax Increment District does not qualify or ceases to qualify as a "redevelopment district" under Section 469.174, Subdivision 10, of the Act or to violate limitations as to the use of Tax Increments as set forth in Section 469.176, Subdivision 4d.

(3) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City, as the case may be.

ARTICLE V.

ADDITIONAL PROVISIONS

Section 5.1 Restrictions on Use. The Developer agrees for itself, its successor and assigns and every successor in interest to the Development Property, or any part thereof, that the Developer and its successors and assigns shall operate, or cause to be operated, the requisite portion of the Project as low and moderate income housing as provided in this Agreement, and shall devote the Development Property to, and in accordance with, the uses specified in this Agreement.

Section 5.2 Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Development Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer or successor or on any obligations under the terms of this Agreement.

Section 5.3 Titles of Articles and Sections. Any titles of the several parts, articles and sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 5.4 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (1) in the case of the Developer is addressed to or delivered personally to:

Roers Plymouth Apartments LLC
Two Carlson Parkway #400
Plymouth, MN 55447
Attn: Andy Bollig
Attn: Shane LaFave

with a copy to:

Hellmuth & Johnson, PLLC
8050 West 78th Street
Edina, MN 55439
Attn: Blake R. Nelson

- (2) in the case of the City is addressed to or delivered personally to the City at:

City of Plymouth, Minnesota

Plymouth City Hall
3400 Plymouth Boulevard
Plymouth, Minnesota 55447-1482
Attn: City Manager

with a copy to:

Taft Stettinius & Hollister LLP
Attention: Mary Ippel
2200 IDS Center
80 South 8th Street
Minneapolis, MN 55402

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

Section 5.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 5.6 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State.

Section 5.7 Expiration. This Agreement shall expire on the Termination Date.

Section 5.8 Provisions Surviving Rescission or Expiration. Sections 4.5 and 4.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof. Section 3.8 shall survive any rescission, termination or expiration of this Agreement.

Section 5.9 Assignability of TIF Note. The TIF Note may only be assigned pursuant to the terms of the TIF Note and shall not be unreasonably withheld.

Section 5.10 Amendment. This Agreement may be amended only by written agreement approved by the City and the Developer.

Section 5.11 Recording. The City shall not record this Agreement or any of the exhibits hereto (other than the Declaration) without the prior written consent of the Developer, which may be withheld by the Developer in its sole and absolute discretion. The Developer shall record the Declaration and the Assessment Agreement, and if the Developer fails to do so, the City may record the Declaration and the Assessment Agreement without further consent of the Developer.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf and its seal to be hereunto duly affixed, and the Developer has caused this Agreement to be duly executed on its behalf, on or as of the date first above written.

(SEAL)

CITY OF PLYMOUTH, MINNESOTA

By _____
Its Mayor

By _____
Its City Manager

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of March, 2025, by Jeffry Wosje, the Mayor and Dave Callister, the Manager of the City of Plymouth, Minnesota on behalf of said City.

Notary Public

This is a signature page to the Development Agreement by and between the City of Plymouth and Roers Plymouth Apartments LLC.

ROERS PLYMOUTH APARTMENTS LLC

By: _____
Name: _____
Its: _____

[illegible]

The foregoing instrument was acknowledged before me this ____ day of March, 2025, by _____, the _____ of Roers Plymouth Apartments LLC, a Minnesota limited liability company, on behalf of said company.

Notary Public

This is a signature page to the Development Agreement by and between the City of Plymouth and Roers Plymouth Apartments LLC.

EXHIBIT A

Description of Development Property

The real property located in the City of Plymouth, Hennepin County, Minnesota with the following property identification number and legal description:

EXHIBIT B

Form of Tax Increment Note

No. R-1

\$ _____

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF HENNEPIN
CITY OF PLYMOUTH

TAX INCREMENT REVENUE NOTE (BOULEVARD PHASE II PROJECT)

The City of Plymouth, Minnesota (the "City"), hereby acknowledges itself to be indebted and, for value received, hereby promises to pay the amounts hereinafter described (the "Payment Amounts") to Roers Plymouth Apartments LLC (the "Developer") or its registered assigns (the "Registered Owner"), but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided.

The principal amount of this Note shall equal from time to time the principal amount stated above, as reduced to the extent that such principal installments shall have been paid in whole or in part pursuant to the terms hereof; provided that the sum of the principal amount listed above shall in no event exceed \$1,320,000 as provided in that certain Development Agreement, dated as of March 1, 2025, as the same may be amended from time to time (the "Development Agreement"), by and between the City and the Developer and may be reduced as provided in Sections 3.1, 3.6, 3.7 and 3.9. The unpaid principal amount hereof shall bear interest from the date that the Developer has submitted to the City and the City has determined that the closing statement, purchase agreement and paid invoices in the amount of the Reimbursement Amount (as defined in the Development Agreement) are in compliance with the terms of the Development Agreement at the simple non-compounded rate of _____% per annum. Interest shall be computed on the basis of a 360 day year consisting of twelve (12) 30-day months.

The amounts due under this Note shall be payable on August 1, 2028, and on each February 1 and August 1 thereafter to and including February 1, 2053, or, if the first should not be a Business Day (as defined in the Development Agreement), the next succeeding Business Day (the "Payment Dates"). On each Payment Date the City shall pay by check or draft mailed to the person that was the Registered Owner of this Note at the close of the last business day of the City preceding such Payment Date an amount equal to the Tax Increments (hereinafter defined) received by the City during the six month period preceding such Payment Date. All payments made by the City under this Note shall first be applied to accrued interest and then to principal. This Note is prepayable by the City, in whole or in part, on any date.

The Payment Amounts due hereon shall be payable solely from 25% of tax increments (the "Tax Increments") from the Development Property (as defined in the Development Agreement) within City's Tax Increment Financing District No. 7-12 (Prudential) (the "Tax Increment

District") within its Development District No. 7 which are paid to the City and which the City is entitled to retain pursuant to the provisions of Minnesota Statutes, Sections 469.174 through 469.1794, as the same may be amended or supplemented from time to time (the "Tax Increment Act"). This Note shall terminate and be of no further force and effect following the last Payment Date defined above, on any date upon which the City shall have terminated the Development Agreement under Section 4.2(b) thereof, the date the Tax Increment District is terminated, or on the date that all principal and interest payable hereunder shall have been paid in full, whichever occurs earliest.

The City makes no representation or covenant, expressed or implied, that the Tax Increments will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The Tax Increment District includes properties other than the Development Property and Hennepin County remits Tax Increment to the City on the basis of the Captured Tax Capacity of the entire Tax Increment District. For purposes of this Tax Increment Revenue Note, the City will determine Tax Increment generated from the Development Property and improvements thereon in its sole discretion.

The City's payment obligations hereunder shall be further conditioned on the fact that no Event of Default under the Development Agreement shall have occurred and be continuing at the time payment is otherwise due hereunder, but such unpaid amounts shall become payable if said Event of Default shall thereafter have been cured; and, further, if pursuant to the occurrence of an Event of Default under the Development Agreement the City elects to cancel and rescind the Development Agreement, the City shall have no further debt or obligation under this Note whatsoever. Reference is hereby made to all of the provisions of the Development Agreement, including without limitation Section 3.3 thereof, for a fuller statement of the rights and obligations of the City to pay the principal of this Note, and said provisions are hereby incorporated into this Note as though set out in full herein.

This Note is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced herein. This Note is not a general obligation of the City and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal of this Note and no property or other asset of the City, save and except the above-referenced Tax Increments, is or shall be a source of payment of the City's obligations hereunder.

This Note is issued by the City in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including the Tax Increment Act.

This Note may be assigned only with the consent of the City which consent shall not be unreasonably withheld, conditioned, or delayed. In order to assign the Note, the assignee shall surrender the same to the City either in exchange for a new fully registered note or for transfer of this Note on the registration records for the Note maintained by the City. Each permitted assignee shall take this Note subject to the foregoing conditions and subject to all provisions stated or referenced herein.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional or statutory limitation thereon.

IN WITNESS WHEREOF, City of Plymouth, Minnesota, by its City Council, has caused this Note to be executed by the manual signatures of its Mayor and City Manager and has caused this Note to be dated as of _____.

City Manager

Mayor

DO NOT EXECUTE UNTIL PAID INVOICES, A SETTLEMENT STATEMENT OR OTHER EVIDENCE OF PAYMENT FOR ACQUISITION OF THE DEVELOPMENT PROPERTY AND COSTS OF THE SITE IMPROVEMENTS ARE GIVEN TO THE CITY - REFER TO SECTION 3.3(1).

CERTIFICATION OF REGISTRATION

It is hereby certified that the foregoing Note was registered in the name of Roers Plymouth Apartments LLC, and that, at the request of the Registered Owner of this Note, the undersigned has this day registered the Note in the name of such Registered Owner, as indicated in the registration blank below, on the books kept by the undersigned for such purposes.

NAME AND ADDRESS OF
REGISTERED OWNER

DATE OF
REGISTRATION

SIGNATURE OF
CITY MANAGER

Roers Plymouth Apartments LLC
Attention: Andy Bollig
Two Carlson Parkway #400
Plymouth, MN 55447

EXHIBIT C

Projected Site Costs Eligible for Inclusion in TIF Note

Site Grading

Excavation

Underground Parking

Utilities

Engineering and other professional fees related to the foregoing.

EXHIBIT D

Form of Assessment Agreement

THIS AGREEMENT, dated as of this _____, is by and among the City of Plymouth, Minnesota (the "City") and Roers Plymouth Apartments LLC, a Delaware limited liability company (the "Developer").

WITNESSETH

WHEREAS, on or before the date hereof the City and Developer have entered into a Development Agreement dated as of March 1, 2025 (the "Agreement") regarding certain real property located in the City (the "Development Property") which property is legally described on Exhibit A attached hereto and made a part hereof.

WHEREAS, it is contemplated that pursuant to said Agreement, the Developer will construct approximately 150 units multifamily rental housing (the "Project") on the Development Property, with ten percent (10%) of the units made affordable to families at or below sixty percent (60%) of the area median income.

WHEREAS, the City and Developer desire to establish a minimum market value for the Development Property and the improvements constructed or to be constructed thereon, pursuant to Minnesota Statutes, Section 469.177, Subdivision 8.

WHEREAS, the Developer has acquired the Development Property.

WHEREAS, the City and the Hennepin County Assessor (the "Assessor") have reviewed plans and specifications for the Project.

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises, covenants and agreements made by each to the other, do hereby agree as follows:

1. As of January 2, 2029 through and thereafter until the Termination Date (as defined in the Development Agreement) the minimum market value which shall be assessed for the Project shall be not less than \$40,950,000.

2. The minimum market value herein established shall be of no further force and effect and this Agreement shall terminate on the Termination Date.

3. This Agreement shall be recorded by the City with the County Recorder of Hennepin County, Minnesota. The Developer shall pay all costs of recording.

4. The Assessor has reviewed the plans and specifications for the improvements and the market value previously assigned to the land upon which the improvements are to be constructed, and that the "minimum market value" as set forth above is reasonable.

5. Neither the preamble nor provisions of this Agreement are intended to, or shall they be construed as, modifying the terms of the Agreement between the City and the Developer.

6. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the City, the Developer and the Assessor have caused this Agreement to be executed in their names and on their behalf all as of the date set forth above.

This Instrument Drafted By:
Taft Stettinius & Hollister LLP
2200 IDS Center
80 South 8th Street
Minneapolis, MN 55402

(SEAL)

CITY OF PLYMOUTH, MINNESOTA

By _____
Its Mayor

By _____
Its City Manager

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____, the Mayor and _____, the Manager of the City of Plymouth,
Minnesota on behalf of said City.

Notary Public

Signature page for Assessment Agreement by and between the City of Plymouth, Minnesota and
Roers Plymouth Apartments LLC.

ROERS PLYMOUTH APARTMENTS LLC

By: _____
Name: _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__,
by _____, the _____ of Roers Plymouth Apartments LLC, a Minnesota limited
liability company, on behalf of said company.

Notary Public

Signature page for Assessment Agreement by and between the City of Plymouth, Minnesota and
Roers Plymouth Apartments LLC.

CERTIFICATION BY COUNTY ASSESSOR

The undersigned, having reviewed the Assessment Agreement dated as of _____ between the City of Plymouth, Minnesota and Roers Plymouth Apartments LLC, a Minnesota limited liability company; the construction plans for the Project, as defined in the Assessment Agreement; and the market value currently assigned to land upon which the improvements are to be constructed and being of the opinion that the minimum market value contained in the Assessment Agreement appears reasonable, hereby certifies as follows:

The undersigned Assessor, being legally responsible for the assessment of the above described property, hereby certifies that the market values assigned to such land and improvements are reasonable.

Nothing herein shall limit the discretion of the undersigned assessor or any other public official or body having the duty to determine the market value of the above-described Project and Development Property for ad valorem tax purposes, to assign to such Project and Development Property a market value in excess of the minimum market value specified above and in the Assessment Agreement.

County Assessor for Hennepin County

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

This instrument was acknowledged before me on _____, 20__, by _____, the County Assessor of Hennepin County.

Notary Public

EXHIBIT A TO ASSESSMENT AGREEMENT

Legal Description Of Development Property

The real property located in the City of Plymouth, Hennepin County, Minnesota with the following property identification number and legal description:

CONSENT TO ASSESSMENT AGREEMENT

_____, _____, of _____,
_____, _____ (the "Bank"), does hereby consent to all terms,
conditions and provisions of the foregoing Assessment Agreement and agrees that, in the event it
purchases the Development Property at a foreclosure sale or acquires the Development Property
through a deed in lieu of foreclosure or otherwise in satisfaction of the indebtedness owed by the
Developer, it and its respective successors and assigns, shall be bound by all terms and conditions
of the Assessment Agreement, including but not limited to the provision which requires that the
minimum market value of the Development Property and the Project shall be not less than the
amounts set forth in the Assessment Agreement.

IN WITNESS WHEREOF, we have caused this Consent to Assessment Agreement to be executed in its name and on its behalf as of this ____ day of _____, ____.

By _____

Its _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by _____, the _____ of _____, a _____ banking corporation on behalf of the corporation.

Notary Public

EXHIBIT E

Sample Look Back Calculation

[See attached]

EXHIBIT F

Pro Forma

[See attached]

EXHIBIT G

TOTAL DEVELOPMENT COSTS

[See attached]

EXHIBIT H

Form of Declaration of Restrictive Covenants

FORM OF DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (this "Declaration") dated as of _____, by ROERS PLYMOUTH APARTMENTS LLC, a Delaware limited liability company (the "Developer"), in favor of the CITY OF PLYMOUTH, a public body corporate and politic under the laws of the State of Minnesota (the "City").

RECITALS

WHEREAS, the City entered into that certain Development Agreement, dated March 1, 2025 (the "Agreement"), between the City and the Developer; and

WHEREAS, pursuant to the Agreement, the Developer is obligated to cause construction of approximately 150 housing units of rental housing (the "Project") on the property described in EXHIBIT A attached hereto (the "Property"), and to cause compliance with certain affordability covenants described in Section 3.8 of the Agreement; and

WHEREAS, the Developer intends, declares, and covenants that the restrictive covenants set forth herein shall be and are covenants running with the Property during the Qualified Project Period (as defined herein) and binding upon all subsequent owners of the Property for such period, and are not merely personal covenants of the Developer; and

WHEREAS, capitalized terms in this Declaration have the meaning provided in the Agreement unless otherwise defined herein.

NOW, THEREFORE, in consideration of the promises and covenants hereinafter set forth, and of other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer agrees as follows:

1. Term of Restrictions.

(a) Occupancy Restrictions. The term of the Occupancy Restrictions set forth in Section 3 hereof shall commence on the date the Project receives a certificate of occupancy. The period from commencement to termination is the "Qualified Project Period."

(b) Termination of Declaration. This Declaration shall automatically terminate upon the date that is twenty-six (26) years after the commencement of the Qualified Project Period.

(c) Removal from Real Estate Records. Upon termination of this Declaration, the City shall, upon request by the Developer or its assigns, file any document appropriate to remove this Declaration from the real estate records of Hennepin County, Minnesota.

2. Project Restrictions.

(a) The Developer represents, warrants, and covenants that:

(i) All leases of units to Qualifying Tenants (as defined in Section 3(a)(i) hereof) shall contain clauses, among others, wherein each individual lessee:

(1) Certifies the accuracy of the statements made in its application and Eligibility Certification (as defined in Section 3(a)(ii) hereof); and

(2) Agrees that the family income at the time the lease is executed shall be deemed substantial and material obligation of the lessee's tenancy, that the lessee will comply promptly with all requests for income and other information relevant to determining Qualifying Tenant status from the Developer or the City, and that the lessee's failure or refusal to comply with a request for information with respect thereto shall be deemed a violation of a substantial obligation of the lessee's tenancy.

(ii) The Developer shall permit during normal business hours and upon reasonable notice, any duly authorized representative of the City to inspect the books and records of the Developer pertaining to the income of Qualifying Tenants residing in the Project.

3. Occupancy Restrictions.

(a) Tenant Income Provisions. The Developer represents, warrants, and covenants that:

(i) Qualifying Tenants. From the commencement of the Qualified Project Period, at least ten percent (10%) (i.e., 15 units) of the rental housing units in the Project ("Rental Housing Units") shall be occupied (or treated as occupied as provided herein) or held vacant and available for occupancy by persons and families who shall be determined from time to time by the Developer to have combined adjusted income that does not exceed sixty percent (60%) of the Hennepin County (the "County") median income for the applicable calendar year adjusted for family size (the "Qualifying Tenants"). For purposes of this definition, the occupants of a residential unit shall not be deemed to be Qualifying Tenants if all the occupants of such residential unit at any time are "students," as defined in Section 151(c)(4) of the Internal Revenue Code of 1986, as amended (the "Code"), not entitled to an exemption under the Code. The determination of whether an individual or family are Qualifying Tenants shall be made at the time the tenancy commences and on an ongoing basis thereafter, determined annually. If during their tenancy a Qualifying Tenant's income exceeds one hundred forty percent

(140%) of the maximum income qualifying as low or moderate income for a family of its size, the next available unit (determined in accordance with the Code and applicable regulations) (the "Next Available Unit Rule") must be leased to a Qualifying Tenant or held vacant and available for occupancy by a Qualifying Tenant. If the Next Available Unit Rule is violated, the Next Available Unit will not continue to be treated as a Qualifying Unit. The annual recertification and Next Available Unit Rule requirements of this paragraph shall not apply to a given year if, during such year, no residential unit in the Project is occupied by a new resident whose income exceeds the applicable income limit for Qualifying Tenants.

(ii) Certification of Tenant Eligibility. As a condition to initial and continuing occupancy, each person who is intended to be a Qualifying Tenant shall be required annually to sign and deliver to the Developer a Certification of Tenant Eligibility substantially in the form attached as EXHIBIT B hereto, or in such other form as may be approved by the City (the "Eligibility Certification"), in which the prospective Qualifying Tenant certifies that he or she is a Qualifying Tenant. In addition, such person shall be required to provide whatever other information, documents, or certifications are deemed necessary by the City to substantiate the Eligibility Certification, on an ongoing annual basis, and to verify that such tenant continues to be a Qualifying Tenant within the meaning of Section 3(a)(i) hereof. Eligibility Certifications will be maintained on file by the Developer with respect to each Qualifying Tenant who resides in a Project unit or resided therein during the immediately preceding calendar year.

(iii) Lease. The form of lease to be utilized by the Developer in renting any Rental Housing Units in the Project to any person who is intended to be a Qualifying Tenant shall provide for termination of the lease and consent by such person to immediate eviction for failure to qualify as a Qualifying Tenant as a result of any material misrepresentation made by such person with respect to the Eligibility Certification.

(iv) Annual Report. The Developer covenants and agrees that during the Qualified Project Period, it will prepare and submit to the City on or before April 1 of each year, a certificate substantially in the form of EXHIBIT C hereto, executed by the Developer, (a) identifying the tenancies and the dates of occupancy (or vacancy) for all Qualifying Tenants in the Project, including the percentage of the Rental Housing Units which were occupied by Qualifying Tenants (or held vacant and available for occupancy by Qualifying Tenants) at all times during the year preceding the date of such certificate; (b) describing all transfers or other changes in ownership of the Project or any interest therein; and (c) stating, that to the best knowledge of the person executing such certificate after due inquiry, all such units were rented or available for rental on a continuous basis during such year to members of the general public and that the Developer was not otherwise in default under this Declaration during such year.

(v) Notice of Non-Compliance. The Developer will promptly notify the City if at any time during the term of this Declaration the number of Rental Housing

Units required to be occupied by Qualifying Tenants are not occupied by or are not available for occupancy by Qualifying Tenants as required by the terms of this Declaration.

(b) Section 8 Housing. During the term of this Declaration, the Developer shall not adopt any policies specifically prohibiting or excluding rental to tenants holding certificates/vouchers under Section 8 of the United States Housing Act of 1937, as amended, codified as 42 U.S.C. Sections 1401 et seq., or its successor, because of such prospective tenant's status as such a certificate/voucher holder.

4. [Reserved]

5. Transfer Restrictions. The Developer represents and agrees that prior to the termination of the Occupancy Restrictions provided herein, the Developer shall not transfer the Project or any part thereof or any interest therein, without the prior written approval of the City, which shall not be unreasonably withheld, conditioned, or delayed. The Developer covenants and agrees that the Developer will cause or require as a condition precedent to any conveyance, transfer, assignment, or any other disposition of the Project prior to the termination of the Occupancy Restrictions (the "Transfer") that the transferee of the Project pursuant to the Transfer assume in writing, in a form acceptable to the City, all duties and obligations of the Developer under this Declaration, including this Section 5, in the event of a subsequent Transfer by the transferee prior to expiration of the Occupancy Restrictions provided herein (the "Assumption Agreement"). The Developer shall deliver the Assumption Agreement to the City prior to the Transfer.

6. [Reserved]

7. Enforcement.

(a) The Developer shall permit, during normal business hours and upon reasonable notice, any duly authorized representative of the City to inspect any books and records of the Developer regarding the Project with respect to the incomes of Qualifying Tenants.

(b) The Developer shall submit any other information, documents or certifications requested by the City which the City deems reasonably necessary to substantial continuing compliance with the provisions specified in this Declaration.

(c) The Developer acknowledges that the primary purpose for requiring compliance by the Developer with the restrictions provided in this Declaration is to ensure compliance of the property with the housing affordability covenants set forth in Section 3.8 of the Agreement, and by reason thereof, the Developer, in consideration for assistance provided by the City under the Agreement that makes possible the construction of the Project on the Property, hereby agrees and consents that the City shall be entitled, upon any breach of the provisions of this Declaration, and in addition to all other remedies provided by law or in equity, to enforce specific performance by the Developer of its obligations under this Declaration in a state court of competent jurisdiction. The Developer

hereby further specifically acknowledges that the City cannot be adequately compensated by monetary damages in the event of any default hereunder.

(d) The Developer understands and acknowledges that, in addition to any remedy set forth herein for failure to comply with the restrictions set forth in this Declaration, the City may exercise any remedy available to it under Article IV of the Agreement.

8. Indemnification. The Developer hereby indemnifies, and agrees to defend and hold harmless, the City from and against all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses), causes of action, suits, allegations, claims, demands, and judgments of any nature arising from the consequences of a legal or administrative proceeding or action brought against them, or any of them, on account of any failure by the Developer to comply with the terms of this Declaration, or on account of any representation or warranty of the Developer contained herein being untrue.

9. Agent of the City. The City shall have the right to appoint an agent to carry out any of its duties and obligations hereunder and shall inform the Developer of any such agency appointment by written notice.

10. Severability. The invalidity of any clause, part or provision of this Declaration shall not affect the validity of the remaining portions thereof.

11. Notices. All notices to be given pursuant to this Declaration must be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing. The Developer and the City may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent. The initial addresses for notices and other communications are as follows:

To the City: City of Plymouth
Plymouth City Hall
3400 Plymouth Boulevard
Plymouth, MN 55447
Attention: City Manager

To the Developer: Roers Plymouth Apartments LLC
Two Carlson Parkway #400
Plymouth, MN 55447
Attn: Andy Bollig
Attn: Shane LaFave

with a copy to: Hellmuth & Johnson, PLLC
8050 West 78th Street
Edina, MN 55439
Attn: Blake R. Nelson

12. Governing Law. This Declaration shall be governed by the laws of the State of Minnesota and, where applicable, the laws of the United States of America.

13. Attorneys' Fees. Whenever any Event of Default occurs and if the City employs attorneys or incurs other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer under this Declaration, and the City prevails in the action, the Developer agrees that it will, within ten days of written demand by the City, pay to the City the reasonable fees of the attorneys and the other expenses so incurred by the City.

14. Conflict. In the event of a conflict between this Declaration and the Agreement this Declaration shall control.

15. Declaration Binding. This Declaration and the covenants contained herein shall run with the real property comprising the Project and shall bind the Developer and its successors and assigns and all subsequent owners of the Project or any interest therein, and the benefits shall inure to the City and its successors and assigns for the term of this Declaration as provided in Section 1(b) hereof.

Drafted by:

Taft Stettinius & Hollister LLP
2200 IDS Center
80 South 8th Street
Minneapolis, Minnesota 55402

IN WITNESS WHEREOF, the Developer has caused this Declaration of Restrictive Covenants to be signed by its respective duly authorized representatives, as of the day and year first written above.

**ROERS PLYMOUTH APARTMENTS LLC, a
Minnesota limited liability company**

By: _____
Name: _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, the _____ of Roers Plymouth Apartments LLC, a Minnesota limited liability company, on behalf of the Developer.

Notary Public

This Declaration is acknowledged and consented to by:

THE CITY OF PLYMOUTH, MINNESOTA

By _____
Its Mayor

By _____
Its City Manager

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, the Mayor of the City of Plymouth, Minnesota on behalf of said City.

Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, the City Manager of the City of Plymouth, Minnesota, on behalf of the City.

Notary Public

EXHIBIT A
to Declaration of Restrictive Covenants

Legal Description

The real property located in the City of Plymouth, Hennepin County, Minnesota with the following property identification number and legal description:

EXHIBIT B
to Declaration of Restrictive Covenants
Certification of Tenant Eligibility

[See attached]

EXHIBIT C
to Declaration of Restrictive Covenants

Certificate of
Continuing Program Compliance

Date: _____, _____.

The following information with respect to the Project located at _____, Plymouth, Minnesota (the "Project"), is being provided by Roers Plymouth Apartments LLC (the "Developer") to the City of Plymouth, Minnesota (the "City"), pursuant to that certain Declaration of Restrictive Covenants, dated _____, 20____ (the "Declaration"), with respect to the Project:

(A) The total number of residential units which are available for occupancy is _____. The total number of such units occupied is _____.

(B) The following residential units (identified by unit number) have been designated for occupancy by "Qualifying Tenants," as such term is defined in the Declaration (for a total of _____ units):

Alcove Studio Units:

1 BR Units:

2 BR Units:

(C) The following residential units which are included in (B) above, have been re-designated as units for Qualifying Tenants since _____, 20____, the date on which the last "Certificate of Continuing Program Compliance" was filed with the City by the Developer:

Unit Number	Previous Designation of Unit (if any)	Replacing Unit Number
_____	_____	_____
_____	_____	_____

(D) The following residential units are considered to be occupied by Qualifying Tenants based on the information set forth below:

	Unit Number	Name of Tenant	Number of Persons Residing in the Unit	Number of Bedrooms	Total Adjusted Gross Income	Date of Initial Occupancy
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						
31						
32						
33						
34						
35						

(E) The Developer has obtained a "Certification of Tenant Eligibility," in the form provided as EXHIBIT B to the Declaration, from each Tenant named in (D) above, and each such Certificate is being maintained by the Developer in its records with respect to the Project. Attached hereto is the most recent "Certification of Tenant Eligibility" for each Tenant named in (D) above who signed such a Certification since _____,

_____, the date on which the last "Certificate of Continuing Program Compliance" was filed with the City by the Developer.

(F) In renting the residential units in the Project, the Developer has not given preference to any particular group or class of persons (except for persons who qualify as Qualifying Tenants); and none of the units listed in (D) above have been rented for occupancy entirely by students, no one of which is entitled to file a joint return for federal income tax purposes. All of the residential units in the Project have been rented pursuant to a written lease.

(G) The information provided in this "Certificate of Continuing Program Compliance" is accurate and complete, and the Developer has no actual knowledge that any of the information provided herein, or in any "Certification of Tenant Eligibility" obtained from the Tenants named herein, is inaccurate or incomplete in any respect.

(H) The Project is in continuing compliance with the Declaration.

(I) The Developer certifies that as of the date hereof at least _____ of the residential dwelling units in the Project are occupied or held open for occupancy by Qualifying Tenants, as defined and provided in the Declaration.

(J) If Developer has applied for 4d(1) property classification under Minnesota Statutes, Section 273.13, Subd. 25(e), attached is documentation evidencing the certification requirements of Minnesota Statutes, Section 273.128.

IN WITNESS WHEREOF, I have hereunto affixed my signature, on behalf of the Developer, on _____, 20____.

Roers Plymouth Apartments LLC,
a Delaware limited liability company

By: _____

Its: _____

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF PLYMOUTH, MINNESOTA

AND

ROERS PLYMOUTH APARTMENTS LLC

FOR

MULTIFAMILY PHASE IV (MFIV) OF THE BOULEVARD PROJECT (FORMER
PRUDENTIAL SITE)

This document drafted by:

Taft Stettinius & Hollister LLP
2200 IDS Center
80 South 8th Street
Minneapolis, Minnesota 55402

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DEVELOPMENT AGREEMENT

THIS AGREEMENT, made as of the 1st day of March, 2025 ("Effective Date"), by and between the City of Plymouth, Minnesota (the "City"), a municipal corporation organized and existing under the laws of the State of Minnesota and Roers Plymouth Apartments LLC, a Delaware limited liability company (the "Developer").

WITNESSETH:

WHEREAS, pursuant to Minnesota Statutes, Section 469.124 through 469.133, as amended, the City has formed Development District No. 7 (the "Development District") and has adopted a development program therefor (the "Development Program"); and

WHEREAS, pursuant to the provisions of Minnesota Statutes, Section 469.174 through 469.1794, as amended (hereinafter, the "Tax Increment Act") and Laws of Minnesota 2023, Chapter 64, Article 8, Section 12 (the "Special Legislation") the City has created within the Development District, Tax Increment Financing District No. 7-12 (Prudential) (the "Tax Increment District"), and has adopted a tax increment financing plan therefor (the "Tax Increment Plan") which provides for the use of tax increment financing in connection with certain development within the Development District; and

WHEREAS, in order to achieve the objectives of the Development Program and Tax Increment Financing Plan and particularly to make the land in the Development District available for development by private enterprise in conformance with the Development Program, the City has determined to assist the Developer with the financing of certain costs of a Project (as hereinafter defined) to be constructed within the Tax Increment District as more particularly set forth in this Agreement; and

WHEREAS, the City believes that the development and construction of the Project, and fulfillment of this Agreement are vital and are in the best interests of the City, the health, safety, morals and welfare of residents of the City, and in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted; and

WHEREAS, the requirements of the Business Subsidy Law, Minnesota Statutes, Section 116J.993 through 116J.995, do not apply to this Agreement because of an exemption for housing;

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I.

DEFINITIONS

Section 1.1 Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement, as the same may be from time to time modified, amended or supplemented;

Business Day means any day except a Saturday, Sunday or a legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close;

Assessment Agreement means the agreement, in substantially the form of the agreement contained in Exhibit D attached hereto and hereby made a part of this Agreement, among the Developer, the City and the Assessor for the County, entered into pursuant to Article III of this Agreement;

Assessor's Minimum Market Value means the agreed minimum market value of the Development Property and for calculation of real property taxes as determined by the Assessor for the County pursuant to the Assessment Agreement;

City means the City of Plymouth, Minnesota;

City Development Contract means the Development Contract dated August 6, 2024 by and between the City of Plymouth, Minnesota and the Developer;

Compliance Certificate means the certificate of Continuing Program Compliance set forth in Exhibit C to the Declaration;

Consultant means the City's municipal advisor;

County means Hennepin County, Minnesota;

Declaration means the Declaration of Restrictive Covenants in substantially the form attached as Exhibit H;

Developer means Roers Plymouth Apartments LLC, a Minnesota limited liability company, its successors and assigns;

Development District means the real property described in the Development Program for Development District No. 7;

Development Program means the development program approved in connection with the Development District;

Development Property means the real property legally described in Exhibit A attached to this Agreement;

Event of Default means any of the events described in Section 4.1 hereof;

Housing Policy means the Inclusionary Housing Policy of the City in effect as of the Effective Date.

Legal and Administrative Expenses means the fees and expenses incurred by the City in connection with the review and analysis of the development proposed under this Agreement, the adoption and administration of the Tax Increment Financing Plan and establishment of the Tax Increment District, the preparation of this Agreement and the issuance of the TIF Note including, but not limited to, attorney and municipal advisor fees and expenses;

Note Payment Date means August 1, 2028, and each February 1 and August 1 of each year thereafter to and including February 1, 2053; provided, that if any such Note Payment Date should not be a Business Day, the Note Payment Date shall be the next succeeding Business Day;

Person means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof;

Prime Rate means the rate of interest from time to time publicly announced by U.S. Bank National Association in Minneapolis, Minnesota, as its "reference rate" or any successor rate, which rate shall change as and when that prime rate or successor rate changes;

Project means the construction on the Development Property of approximately 225 units of multifamily rental housing;

Site Improvements means the site improvements to be undertaken on the Development Property as identified on Exhibit C attached hereto;

Special Legislation means Laws of Minnesota 2023, Chapter 64, Article 8, Section 12

State means the State of Minnesota;

Tax Increment Act means Minnesota Statutes, Sections 469.174 through 469.1794, as amended;

Tax Increment District means Tax Increment Financing District No. 7-12 (Prudential), located within the Development District, which was qualified as a redevelopment district under the Special Legislation;

Tax Increment Financing Plan means the tax increment financing plan approved for the Tax Increment District by the City Council on June 11, 2024, and any future amendments thereto;

Tax Increment Note, TIF Note or Note means the Tax Increment Revenue Note (Boulevard Phase IV Project) to be executed by the City and delivered to the Developer pursuant to Article III hereof, the form of which is attached hereto as Exhibit B;

Tax Increments means 25% of the tax increments derived from the Development Property which have been received and retained by the City in accordance with the provisions of Minnesota Statutes, Section 469.177;

Termination Date means the earlier of (i) February 1, 2053, (ii) the date the TIF Note is paid in full, (iii) the date on which the Tax Increment District expires or is otherwise terminated, or (iv) the date this Agreement is terminated or rescinded in accordance with its terms; and

Unavoidable Delays means delays, outside the control of the party claiming its occurrence, which are the direct result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Project, delays in delivery of materials for the construction of the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit (other than the City) which directly result in delays, government order or law, national or regional emergency, disease, pandemics or epidemics.

ARTICLE II.

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the City. The City makes the following representations and warranties:

(1) The City is a municipal corporation and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) Tax Increment District is a "redevelopment district" within the meaning of Minnesota Statutes, Section 469.174, Subdivision 10, and was created, adopted and approved in accordance with the terms of the Tax Increment Act and the Special Legislation.

(3) The development contemplated by this Agreement is in conformance with the development objectives set forth in the Development Program.

(4) To finance certain costs within the Tax Increment District, the City proposes, subject to the further provisions of this Agreement, to apply Tax Increments to reimburse the Developer for a portion of the costs of the acquisition of the Development Property and the construction of Site Improvements as further provided in this Agreement.

(5) The City makes no representation or warranty, either expressed or implied, as to the Development Property or its condition or the soil conditions thereon, or that the Development Property shall be suitable for the Developer's purposes or needs.

(6) The execution, delivery and performance of this Agreement and of any other documents or instruments required pursuant to this Agreement by the City, and consummation of the transactions contemplated therein and the fulfillment of the terms thereof, do not and will not conflict with or constitute a breach of or default under any existing (i) indenture, mortgage, deed of trust or other agreement or instrument to which the City is a party or by which the City or any of its property is or may be bound; or (ii) legislative act, constitution or other proceedings establishing or relating to the establishment of the City or its officers or its resolutions.

(7) There is not pending, nor to the best of the City's knowledge is there threatened, any suit, action or proceeding against the City before any court, arbitrator, administrative agency or other governmental authority that materially and adversely affects the validity of any of the transactions contemplated hereby, the ability of the City to perform its obligations hereunder, or the validity or enforcement of this Agreement.

Section 2.2 Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

(1) The Developer is a Minnesota limited liability company and has power to enter into this Agreement and to perform its obligations hereunder and is not in violation of the laws of the State.

(2) The Developer shall cause the Project to be constructed in accordance with the terms of this Agreement, the City Development Contract, the Housing Policy of the City, the Development Program, and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations) that are applicable to the Development Property.

(3) The Developer shall comply with the terms and conditions contained in the preliminary and final plat approvals and the preliminary and final PUD approvals.

(4) The Developer shall obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Project may be lawfully constructed.

(5) The construction of the Project would not be undertaken by the Developer, and in the opinion of the Developer would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.

(6) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(7) The Developer will cooperate fully with the City with respect to any litigation commenced with respect to the Project.

(8) The Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Project.

(9) The Developer shall commence construction of the Project by December 31, 2027 and barring Unavoidable Delays, the Project will be completed, as evidenced by the Developer's receipt of a temporary certificate of occupancy for the Project, by December 31, 2029.

(10) The Developer acknowledges that Tax Increment projections contained in the Tax Increment Financing Plan are estimates only and the Developer acknowledges that it shall place no reliance on the amount of projected Tax Increments and the sufficiency of such Tax Increments to reimburse the Developer for a portion of the costs of the acquisition of the Development Property and the construction of Site Improvements as provided in Article III.

ARTICLE III.

UNDERTAKINGS BY DEVELOPER AND CITY

Section 3.1 Development Property, Site Improvements, Project and Legal and Administrative Expenses.

(1) The parties agree that the acquisition of the Development Property and the installation of the Site Improvements are essential to the successful completion of the Project. The costs of the acquisition of the Development Property and the Site Improvements shall be paid by the Developer. Subject to review and reduction by the City based upon the timing of the commencement of construction of the Project and the number of Units in the Project, the City shall reimburse the Developer for the lesser of (a) \$1,835,000, or (b) a portion of the costs of the acquisition of the Development Property and costs of the Site Improvements actually incurred and paid by the Developer (the "Reimbursement Amount"), as further provided in Section 3.3 hereof. The Reimbursement Amount is subject to reduction by the City

(2) The Developer has deposited \$10,000 with the City to pay actual out of pocket Legal and Administrative Expenses and any excess will be returned to the Developer after payment of all Legal and Administrative Expenses. If the City determines the deposit to be inadequate, the Developer shall provide additional funds in the amount determined by the City to be escrowed.

Section 3.2 Limitations on Undertaking of the City. Notwithstanding the provisions of Sections 3.1, the City shall have no obligation to the Developer under this Agreement to reimburse the Developer for the Reimbursement Amount, if the City, at the time or times such payment is to be made is entitled under Section 4.2 to exercise any of the remedies set forth therein as a result of an Event of Default which has not been cured, provided that such unpaid amounts shall become payable if said Event of Default shall thereafter have been cured and if the Agreement has not been canceled or rescinded.

Section 3.3 Reimbursement: Tax Increment Revenue Note. The City shall reimburse the Developer for the costs identified in Section 3.1(1) through the issuance of the City's TIF Note in substantially the form attached to this Agreement as Exhibit B, subject to the following conditions:

(1) The TIF Note shall be dated, issued and delivered when the Developer shall have (a) demonstrated in writing to the reasonable satisfaction of the City that (i) the costs of construction of the Site Improvements and the costs of the acquisition of the Development Property have been incurred and (ii) the construction of the Project has been completed and a certificate of occupancy has been issued by the City for the Project; and (b) submitted paid invoices for the costs of construction of the Site Improvements and a settlement statement or other evidence of payment of the costs of the Development Property in an amount not less than the Reimbursement Amount.

(2) The unpaid principal amount of the TIF Note shall bear simple, non-compounding interest from the date that the City has determined that the paid invoices and settlement statement are in compliance with the terms of the Development Agreement, at the lower of 5.50% per annum or the Developer's interest rate on the permanent Project financing as determined by the City's

Consultant. Interest shall be computed on the basis of a 360 day year consisting of twelve (12) 30-day months.

(3) The principal amount of the TIF Note and the interest thereon shall be payable solely from the Tax Increments.

(4) The payment dates of the TIF Note shall be the Note Payment Dates. On each Note Payment Date and subject to the provisions of the TIF Note, the City shall pay, against the principal and interest outstanding on the TIF Note, the Tax Increments received by the City during the preceding six (6) months. All such payments shall be applied first to accrued interest and then to reduce the principal of the TIF Note.

(5) The TIF Note shall be a special and limited obligation of the City and not a general obligation of the City, and only Tax Increments shall be used to pay the principal and interest on the TIF Note. If, on any Note Payment Date, the Tax Increments for the payment of the accrued and unpaid interest on the TIF Note are insufficient for such purposes, the difference shall be carried forward, without interest accruing thereon, and shall be paid if and to the extent that on a future Note Payment Date there are Tax Increments in excess of the amounts needed to pay the accrued interest then due on the TIF Note.

(6) The City's obligation to make payments on the TIF Note on any Note Payment Date or any date thereafter shall be conditioned upon the requirement that (a) there shall not at that time be an Event of Default that has occurred and is continuing under this Agreement; provided that such unpaid amounts shall become payable if said Event of Default shall thereafter have been cured and if the Agreement has not been canceled or rescinded and (b) this Agreement shall not have been rescinded pursuant to Section 4.2(b).

(7) The TIF Note shall be governed by and payable pursuant to the additional terms thereof, as set forth in Exhibit B and Sections 3.6, 3.7 and 3.9. In the event of any conflict between the terms of the TIF Note and the terms of this Section 3.3, the terms of the TIF Note shall govern. The issuance of the TIF Note pursuant and subject to the terms of this Agreement, and the taking by the City of such additional actions as bond counsel for the TIF Note may require in connection therewith, are hereby authorized and approved by the City.

Section 3.4 Execution of Assessment Agreement; Market Value.

(1) The City and the Developer shall execute an Assessment Agreement pursuant to the provisions of Minnesota Statutes, Section 469.177, Subdivision 8, specifying the Assessor's Minimum Market Value for the Development Property and the Project for calculation of real property taxes. Specifically, the Developer shall agree to a market value for the Development Property and the Project which will result in a market value as of January 2, 2030 of approximately \$61,425,000 until the Termination Date (such minimum market value at the time applicable is herein referred to as the "Assessor's Minimum Market Value"). Nothing in the Assessment Agreement shall limit the discretion of the Assessor to assign a market value to the Development Property and the Project in excess of such Assessor's Minimum Market Value. The Assessment Agreement shall remain in effect until the Termination Date. The Assessment Agreement shall be certified by the Assessor for the County as provided in Minnesota Statutes, Section 469.177,

Subdivision 8, upon a finding by the Assessor that the Assessor's Minimum Market Value represents a reasonable estimate based upon the plans and specifications for the Project to be constructed on the Development Property and the market value previously assigned to the Development Property. Pursuant to Minnesota Statutes, Section 469.177, Subdivision 8, the Assessment Agreement shall be filed by the Developer for record in the office of the county recorder or registrar of titles of Hennepin County, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property (or part thereof), whether voluntary or involuntary, and such Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, including the holder of any mortgage recorded against the Development Property. The Developer shall provide the City with a recorded copy of the Assessment Agreement.

(2) The Developer may seek through petition or other means to have the market value of the Development Property and the Project reduced, provided however, that the Developer shall not seek a reduction of such market value below the Assessor's Minimum Market Value. Until the Note is fully paid, such activity must be preceded by written notice from the Developer to the City indicating its intention to do so. Upon receiving such notice, or otherwise learning of the Developer's intentions, the City may suspend payments due under the TIF Note until the actual amount of the reduction is determined, whereupon the City will make the suspended payments less any amount that the City is required to repay the County as a result of any reduction in market value of the Development Property and the Project. During the period that the payments are subject to suspension the City may make partial payments on the TIF Note if it determines, in its sole and absolute discretion that the amount retained will be sufficient to cover any repayment which the County may require. The City's suspension of payments on the TIF Note pursuant to this Section shall not be considered a default under this Agreement.

Section 3.5 Real Property Taxes. Prior to the Termination Date, the Developer shall pay all real property taxes payable with respect to all and any parts of the Development Property acquired and owned by it and pursuant to the provisions of the Assessment Agreement until the Developer's obligations have been assumed by any other person pursuant to the provisions of this Agreement or title to the Development Property is vested in another person.

The Developer agrees that prior to the Termination Date:

(1) It will not seek administrative review or judicial review of the applicability of any tax statute relating to the ad valorem property taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the inapplicability of any such tax statute as a defense in any proceedings with respect to the Development Property, including delinquent tax proceedings; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(2) It will not seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings with respect to the Development Property; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(3) It will not seek any tax deferral or abatement, either presently or prospectively authorized under Minnesota Statutes, Section 469.1813, or any other State or federal law, of the ad valorem property taxation of the Development Property between the date of execution of this Agreement and the Termination Date.

(4) It may seek to have 10% (*i.e.* 23) of the residential units in the Development Property classified as 4d(1) property for rental properties under Minnesota Statutes, Section 273.13, Subd. 25(e).

Section 3.6 Look Back and Reduction of TIF Assistance

(1) *Generally.* The financial assistance to the Developer under this Agreement is based on certain assumptions regarding likely performance of the Project including operating revenues, expenses and development costs of construction of the Project. The City and the Developer agree that the actual financial performance of the Project will be reviewed as described in this Section, and that the TIF Note may be adjusted accordingly.

(2) *Definitions.* For the purposes of this Section, the following terms have the following meanings:

(a) “Calculation Date” means:

(A) For the lookback upon Completion of Construction: within 60 days after the City’s issuance of a Certificate of Occupancy;

(B) For the Lookback upon Stabilization: 90 days after the earlier of (i) the date of Stabilization: or (ii) two years after the date of completion, as evidenced by the City’s issuance of a Certificate of Completion, or;

(C) For the Lookback on Sale: at least 30 days prior to sale of the Project.

(b) “Capitalization Rate” means 5.50% at the time of Stabilization, and the lesser of 5.50% or the actual Capitalization Rate at the time of Sale.

(c) “Internal Rate of Return (IRR)” means discount rate for all cashflows for the Developer ten (10) years from the start of construction on the Minimum Improvements. For purposes of the IRR calculation on the Calculation Date: (i) revenue shall be based upon 95% occupancy regardless of whether the average occupancy for the measured period is higher or lower than 95%, (ii) revenue for periods after the Calculation Date shall be inflated by 3% annually, and (iii) Operating Expenses for periods after the Calculation Date, shall be inflated by 3% annually. The rate shall be calculated by considering the Developer’s:

- (i) equity contributions to the project;
- (ii) actual annual cash outflows before taxes but after principal and interest debt service; and

- (iii) theoretical sale proceeds assuming a sale in the tenth year minus customary sales expenses not to exceed 3% and utilizing the Capitalization Rate for the project value in year ten (10), or actual sale proceeds in the event of Lookback upon Sale.

(d) “Net Annual Cashflow” means annual Net Operating Income, plus any refinancing proceeds, less annual debt service payments for actual or proposed debt or similar debt obligations.

(e) “Net Operating Income (NOI)” means total annual income and other project-derived annual revenue, including payments under the TIF Note, less Operating Expenses, which excludes debt service payments. For purposes of the IRR calculation on the Calculation Date, (i) revenue shall be based upon 95% occupancy regardless of whether the average occupancy for the measured period is higher or lower than 95%, (ii) revenue for periods after the Calculation Date shall be inflated by 3% annually, and (iii) Operating Expenses for periods after the Calculation Date, shall be inflated by 3% annually.

(f) “Operating Expenses” means reasonable and customary expenses actually incurred in operating the Project and any other expenses actually incurred by the Developer pursuant to its obligations under this Agreement, determined in the same manner as shown in the Pro Forma Financial Statement, which excludes expenses after debt service, and includes administrative, payroll, marketing, insurance, property management fees, utilities, maintenance, deposits to commercially reasonable capital replacement reserves and payment of real estate taxes, but subject to final review and acceptance by the Consultant.

(g) “Pro Forma Financial Statement” means the cash flow pro forma model financial statement projecting future returns, a summary of which is attached to this Agreement as Exhibit F.

(h) “Stabilization” means the calendar month-end date on which the Project has first achieved an average occupancy of 90% during the preceding 12 calendar months, or such earlier date as may be requested by the Developer but, for purposes of the Cash on Cash Return calculation, assuming 95% occupancy notwithstanding actual occupancy rate as of such date.

(i) “Total Development Cost” means the total expenditures to complete the Project inclusive of land acquisition, hard construction costs, soft costs, and financing costs as approved by Developer’s senior construction debt lender.

(3) *Lookback at Completion of Construction:* After completion of the Project but prior to issuance of the TIF Note, the Developer agrees to submit evidence of its actual Total Development Costs to the City for comparison with the estimated Total Development Costs listed on Exhibit G. If the actual Total Development Costs are less than the estimated Total Development Costs, the TIF Note will be reduced by the amount by which the estimated costs exceed the actual costs. The TIF Note will not be issued until the City has compared actual with the actual Total Development Cost as described herein and adjusted the principal amount of the TIF Note, if necessary.

(4) *Lookback on Stabilization*: On or before the Calculation Date, the Developer shall deliver to the City and Consultant, at a minimum: the Developer's actual Pro Forma Financial Statement showing equity, NOI, debt service, assumed or actual refinance proceeds, or other capital events, and Net Annual Cashflow, and such other financial information as the Consultant shall reasonably require. A sale shall be assumed to occur in year ten (10).

(a) The projected IRR shall be calculated by the Consultant based on the financial statements submitted to the City pursuant to clause (4) above, (in the manner the Consultant determines is consistent with the sample lookback calculation attached as Exhibit E, as approved by the City).

(b) If the projected IRR does not exceed 14%, the TIF Note will not be revised for Lookback on Stabilization.

(c) If the Consultant determines, based on such review, that the projected IRR exceeds 14% (to be calculated in a manner comparable to the sample attached as Exhibit E), then the principal balance of the TIF Note will be reduced as determined by the Consultant below:

(A) First, by determining the present value of the TIF Note payments after year 10 (year 11 through the term of the TIF Note), that make a 14% IRR.

(B) Second, by determining the future TIF Note annual payments after year ten (10) that are needed to satisfy (A)

(C) Third, by determining the present value of the combination of the TIF Note payments up to year ten (10) and those determined in (B)

(D) Fourth, by determining the amount equal to 50% of the difference between the original principal amount of the TIF Note and the amount in clause (C) above.

(E) Finally, the new principal amount of the TIF Note will then be determined by adding the amounts in clauses (D) from the original TIF Note principal amount and rounding to the nearest \$1,000 (the "Revised TIF Note Principal Amount").

Such Revised TIF Note Principal Amount will be effective upon delivery to the Developer of a written notice stating the Revised TIF Note Principal Amount as determined by the Consultant in accordance with this Section, accompanied by the Consultant's report. The Developer shall, thereupon, deliver the TIF Note in exchange for a new TIF Note in the Revised TIF Note Principal Amount. Notwithstanding the foregoing, if a Revised TIF Note Principal Amount is applied, in no event shall Developer be required to repay or refund to the City any amounts already paid to Developer under this Agreement or the TIF Note.

Section 3.7 Property Sale or Refinance. If the Developer sells the Project to an unrelated third party or refinances the Project (provided, however, the placement of permanent debt on the Project and the Development Property will not constitute a refinance giving rise to the

review as described in this Section) during the first 13 years of the term of this Agreement, the Developer agrees to provide to the Consultant reasonable background documentation related to Project income and expenses for the period from the date of this Agreement through such sale or refinance date. If the Consultant determines, based on such review, that the actual profit realized by the Developer has exceeded a 15% IRR during that period of up to 13 years, then the same calculations shall be completed as in Section 3.6 (4) (c) and the amount payable under the TIF Note and the principal amount of the TIF Note will be reduced accordingly. Such reduction will be effective upon delivery to Developer of a written notice stating the amount of such excess profit as determined by the City in accordance with this Section, accompanied by the Consultant's report.

Section 3.8 Compliance with Housing Policy of the City.

(1) The Developer has read and understood the Housing Policy of the City, which is fully incorporated herein by reference. The Developer shall at all times comply with the Housing Policy.

(2) In compliance with the Housing Policy the Developer must meet the below requirements as follows:

(a) At least 10% (*i.e.* 23) of the residential units in the Project (the “Affordable Units”) must be occupied or available for occupancy by persons whose incomes do not exceed 60% of the Area Median Income (AMI) for the Twin Cities metropolitan area adjusted for bedroom size and calculated annually by Minnesota Housing; and

(b) The monthly rental price for the Affordable Units shall include rent and utility costs and shall be based on the AMI for the Twin Cities metropolitan area adjusted for bedroom size and calculated annually by Minnesota Housing for establishing rent limits for the Low-Income Housing Tax Credit (LIHTC) program; and

(c) The limits described in clause (a) must be satisfied for a period of twenty-six (26) years commencing from the date the Project receives a certificate of occupancy. Income for occupants of units described in clause (a) shall be adjusted for family size in accordance with Section 142(d) of the Internal Revenue Code and related regulations.

(3) If the Developer applies to have the Development Property classified as 4d(1) property under Minnesota Statutes, Section 273.13, Subd. 25(e), the Developer shall comply with the requirements of Minnesota Statutes, Section 273.128.

(4) On or before April 1, commencing on April 1, 2030, for the period of twenty-six (26) years the Developer or an agent of the Developer must deliver or cause to be delivered to the City a Compliance Certificate, in the form set forth in Exhibit C to the Declaration; executed by the Developer covering the preceding twelve (12) months. In determining compliance with this Section, the Developer must use the County median incomes for the year in which the payment is due on the TIF Note, as promulgated by the Minnesota Housing Finance Agency based on the area median incomes established by the United States Department of Housing and Urban Development.

(5) The Developer agrees to accept for a period of twenty-six (26) years commencing from the date the Project receives a certificate of occupancy, on the same basis as all other

prospective tenants of low- and moderate-income, tenants who are recipients of federal certificates for rent subsidies pursuant to the existing program under Section 8 of the Housing Act or its successor and shall not apply selection criteria to Section 8 certificate/voucher holders that are more burdensome than the criteria applied to all other prospective tenants. The Developer shall make any modifications to its leases as necessary to allow for the rental of the housing units to Section 8 certificate/voucher holders. For any tenant who is a Section 8 certificate/voucher holder, a copy of such tenant's Section 8 certificate/voucher shall be sufficient supportive evidence in lieu of income verification for that tenant's household, as required by Section 3.8(2).

Section 3.9 Declaration of Restrictive Covenants. The Developer shall execute a Declaration of Restrictive Covenants in form attached hereto as Exhibit H.

Section 3.10 Prohibition Against Transfer of Project and Assignment of Agreement. The Developer represents and agrees that prior to the termination date of this Agreement the Developer shall not transfer the Project or any part thereof or any interest therein, without the prior written approval of the City, which approval shall not be unreasonably withheld. The City shall be entitled to require as conditions to any such approval that:

(1) Any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of the City, necessary and adequate to fulfill the remaining obligations undertaken in this Agreement by the Developer.

(2) Any proposed transferee, by instrument in writing satisfactory to the City shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the remaining obligations of the Developer under this Agreement and agreed to be subject to all the remaining conditions and restrictions to which the Developer is subject.

(3) There shall be submitted to the City for the City's review and prior written approval the instrument by which the proposed transferee assumes the obligations of the Developer under this Agreement and agrees to be subject to all of the remaining conditions and restrictions to which the Developer is subject and any estoppel certificate that the Developer or proposed transferee requests the City to execute in connection with the transfer (collectively, the "Transfer Instruments").

In the event the foregoing conditions are satisfied then the Developer will be released from its obligation under this Agreement.

The City shall provide its written approval or rejection of the proposed transferee within sixty (60) days ("Transferee Approval Period") of the City's receipt of final forms of the Transfer Instruments.

Notwithstanding the foregoing, the consent of the City shall not be required for the transfer of the Project to any related entity controlling, controlled by, or under common control with the Developer so long as at least fifty percent (50%) of the asserted related entity is held by Developer or in common ownership by those persons or entities holding at least fifty percent (50%) ownership of Developer (each an "Affiliate"), with each such transfer to an Affiliate of the Developer subject to the provisions of this Agreement.

ARTICLE IV.

EVENTS OF DEFAULT

Section 4.1 Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean whenever it is used in this Agreement any one or more of the following events:

(1) Failure by the Developer to timely pay any ad valorem real property taxes and special assessments levied against the Development Property and all public utility or other City payments due and owing with respect to the Development Property when due and payable.

(2) Failure by the Developer to cause the construction of the Project to be completed pursuant to the terms, conditions and limitations of this Agreement.

(3) Failure of the Developer to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

(4) If the Developer shall:

(a) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or

(b) make an assignment for the benefit of its creditors; or

(c) admit in writing its inability to pay its debts generally as they become due;
or

(d) be adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer, as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within sixty (60) days after the filing thereof; or a receiver, trustee or liquidator of the Developer, or of the Project, or part thereof, shall be appointed in any proceeding brought against the Developer, and shall not be discharged within sixty (60) days after such appointment, or if the Developer, shall consent to or acquiesce in such appointment.

(5) The Developer fails to comply with the requirements of the Declaration.

Section 4.2 Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice to the Developer citing with specificity the item or items of default and notifying the Developer that it has thirty (30) days within which to cure said Event of Default. If the Event of Default has not been cured within said thirty (30) days:

(1) The City may suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure the Event of Default and continue its performance under this Agreement, and no interest shall accrue on the TIF Note while performance is suspended in accordance with this Section 4.2.

(2) The City may cancel and rescind the Agreement and the TIF Note.

(3) The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Notwithstanding the foregoing, if it is not possible to cure the alleged Event of Default within thirty (30) days, provided that in the City's reasonable judgment the Developer has commenced diligent efforts to cure the Event of Default, Development shall be afforded a reasonable amount of additional time to cure the Event of Default.

Section 4.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5 Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

Section 4.6 Indemnification of City.

(1) The Developer releases from and covenants and agrees that the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project, provided that the foregoing indemnification shall not be effective for any actions of the Indemnified Parties that are not contemplated by this Agreement.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or if other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project; provided, that this indemnification shall not apply to the warranties made or obligations undertaken by the City in Section 4.7 this Agreement or to any actions undertaken by the City which are not contemplated by this Agreement but shall, in any event and without regard to any fault on the part of the City, apply to any pecuniary loss or penalty (including interest thereon from the date the loss is incurred or penalty is paid by the City at a rate equal to the Prime Rate) as a result of the Developer operating the Project so that the Tax Increment District does not qualify or ceases to qualify as a "redevelopment district" under Section 469.174, Subdivision 10, of the Act or to violate limitations as to the use of Tax Increments as set forth in Section 469.176, Subdivision 4d.

(3) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City, as the case may be.

ARTICLE V.

ADDITIONAL PROVISIONS

Section 5.1 Restrictions on Use. The Developer agrees for itself, its successor and assigns and every successor in interest to the Development Property, or any part thereof, that the Developer and its successors and assigns shall operate, or cause to be operated, the requisite portion of the Project as low and moderate income housing as provided in this Agreement, and shall devote the Development Property to, and in accordance with, the uses specified in this Agreement.

Section 5.2 Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Development Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer or successor or on any obligations under the terms of this Agreement.

Section 5.3 Titles of Articles and Sections. Any titles of the several parts, articles and sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 5.4 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (1) in the case of the Developer is addressed to or delivered personally to:

Roers Plymouth Apartments LLC
Two Carlson Parkway #400
Plymouth, MN 55447
Attn: Andy Bollig
Attn: Shane LaFave

with a copy to:

Hellmuth & Johnson, PLLC
8050 West 78th Street
Edina, MN 55439
Attn: Blake R. Nelson

- (2) in the case of the City is addressed to or delivered personally to the City at:

City of Plymouth, Minnesota

Plymouth City Hall
3400 Plymouth Boulevard
Plymouth, Minnesota 55447-1482
Attn: City Manager

with a copy to:

Taft Stettinius & Hollister LLP
Attention: Mary Ippel
2200 IDS Center
80 South 8th Street
Minneapolis, MN 55402

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

Section 5.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 5.6 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State.

Section 5.7 Expiration. This Agreement shall expire on the Termination Date.

Section 5.8 Provisions Surviving Rescission or Expiration. Sections 4.5 and 4.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof. Section 3.8 shall survive any rescission, termination or expiration of this Agreement.

Section 5.9 Assignability of TIF Note. The TIF Note may only be assigned pursuant to the terms of the TIF Note and shall not be unreasonably withheld.

Section 5.10 Amendment. This Agreement may be amended only by written agreement approved by the City and the Developer.

Section 5.11 Recording. The City shall not record this Agreement or any of the exhibits hereto (other than the Declaration) without the prior written consent of the Developer, which may be withheld by the Developer in its sole and absolute discretion. The Developer shall record the Declaration and the Assessment Agreement, and if the Developer fails to do so, the City may record the Declaration and the Assessment Agreement without further consent of the Developer.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf and its seal to be hereunto duly affixed, and the Developer has caused this Agreement to be duly executed on its behalf, on or as of the date first above written.

(SEAL)

CITY OF PLYMOUTH, MINNESOTA

By _____
Its Mayor

By _____
Its City Manager

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of March, 2025, by Jeffry Wosje, the Mayor and Dave Callister, the Manager of the City of Plymouth, Minnesota on behalf of said City.

Notary Public

This is a signature page to the Development Agreement by and between the City of Plymouth and Roers Plymouth Apartments LLC.

ROERS PLYMOUTH APARTMENTS LLC

By: _____
Name:
Its:

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of March, 2025, by _____, the _____ of Roers Plymouth Apartments LLC, a Minnesota limited liability company, on behalf of said company.

Notary Public

This is a signature page to the Development Agreement by and between the City of Plymouth and Roers Plymouth Apartments LLC.

EXHIBIT A

Description of Development Property

The real property located in the City of Plymouth, Hennepin County, Minnesota with the following property identification number and legal description:

EXHIBIT B

Form of Tax Increment Note

No. R-1

\$ _____

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF HENNEPIN
CITY OF PLYMOUTH

TAX INCREMENT REVENUE NOTE (BOULEVARD PHASE IV PROJECT)

The City of Plymouth, Minnesota (the "City"), hereby acknowledges itself to be indebted and, for value received, hereby promises to pay the amounts hereinafter described (the "Payment Amounts") to Roers Plymouth Apartments LLC (the "Developer") or its registered assigns (the "Registered Owner"), but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided.

The principal amount of this Note shall equal from time to time the principal amount stated above, as reduced to the extent that such principal installments shall have been paid in whole or in part pursuant to the terms hereof; provided that the sum of the principal amount listed above shall in no event exceed \$1,835,000 as provided in that certain Development Agreement, dated as of March 1, 2025, as the same may be amended from time to time (the "Development Agreement"), by and between the City and the Developer and may be reduced as provided in Sections 3.1, 3.6, 3.7 and 3.9. The unpaid principal amount hereof shall bear interest from the date that the Developer has submitted to the City and the City has determined that the closing statement, purchase agreement and paid invoices in the amount of the Reimbursement Amount (as defined in the Development Agreement) are in compliance with the terms of the Development Agreement at the simple non-compounded rate of _____% per annum. Interest shall be computed on the basis of a 360 day year consisting of twelve (12) 30-day months.

The amounts due under this Note shall be payable on August 1, 2028, and on each February 1 and August 1 thereafter to and including February 1, 2053, or, if the first should not be a Business Day (as defined in the Development Agreement), the next succeeding Business Day (the "Payment Dates"). On each Payment Date the City shall pay by check or draft mailed to the person that was the Registered Owner of this Note at the close of the last business day of the City preceding such Payment Date an amount equal to the Tax Increments (hereinafter defined) received by the City during the six month period preceding such Payment Date. All payments made by the City under this Note shall first be applied to accrued interest and then to principal. This Note is prepayable by the City, in whole or in part, on any date.

The Payment Amounts due hereon shall be payable solely from 25% of tax increments (the "Tax Increments") from the Development Property (as defined in the Development Agreement) within City's Tax Increment Financing District No. 7-12 (Prudential) (the "Tax Increment

District") within its Development District No. 7 which are paid to the City and which the City is entitled to retain pursuant to the provisions of Minnesota Statutes, Sections 469.174 through 469.1794, as the same may be amended or supplemented from time to time (the "Tax Increment Act"). This Note shall terminate and be of no further force and effect following the last Payment Date defined above, on any date upon which the City shall have terminated the Development Agreement under Section 4.2(b) thereof, the date the Tax Increment District is terminated, or on the date that all principal and interest payable hereunder shall have been paid in full, whichever occurs earliest.

The City makes no representation or covenant, expressed or implied, that the Tax Increments will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The Tax Increment District includes properties other than the Development Property and Hennepin County remits Tax Increment to the City on the basis of the Captured Tax Capacity of the entire Tax Increment District. For purposes of this Tax Increment Revenue Note, the City will determine Tax Increment generated from the Development Property and improvements thereon in its sole discretion.

The City's payment obligations hereunder shall be further conditioned on the fact that no Event of Default under the Development Agreement shall have occurred and be continuing at the time payment is otherwise due hereunder, but such unpaid amounts shall become payable if said Event of Default shall thereafter have been cured; and, further, if pursuant to the occurrence of an Event of Default under the Development Agreement the City elects to cancel and rescind the Development Agreement, the City shall have no further debt or obligation under this Note whatsoever. Reference is hereby made to all of the provisions of the Development Agreement, including without limitation Section 3.3 thereof, for a fuller statement of the rights and obligations of the City to pay the principal of this Note, and said provisions are hereby incorporated into this Note as though set out in full herein.

This Note is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced herein. This Note is not a general obligation of the City and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal of this Note and no property or other asset of the City, save and except the above-referenced Tax Increments, is or shall be a source of payment of the City's obligations hereunder.

This Note is issued by the City in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including the Tax Increment Act.

This Note may be assigned only with the consent of the City which consent shall not be unreasonably withheld, conditioned, or delayed. In order to assign the Note, the assignee shall surrender the same to the City either in exchange for a new fully registered note or for transfer of this Note on the registration records for the Note maintained by the City. Each permitted assignee shall take this Note subject to the foregoing conditions and subject to all provisions stated or referenced herein.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional or statutory limitation thereon.

IN WITNESS WHEREOF, City of Plymouth, Minnesota, by its City Council, has caused this Note to be executed by the manual signatures of its Mayor and City Manager and has caused this Note to be dated as of _____.

City Manager

Mayor

DO NOT EXECUTE UNTIL PAID INVOICES, A SETTLEMENT STATEMENT OR OTHER EVIDENCE OF PAYMENT FOR ACQUISITION OF THE DEVELOPMENT PROPERTY AND COSTS OF THE SITE IMPROVEMENTS ARE GIVEN TO THE CITY - REFER TO SECTION 3.3(1).

CERTIFICATION OF REGISTRATION

It is hereby certified that the foregoing Note was registered in the name of Roers Plymouth Apartments LLC, and that, at the request of the Registered Owner of this Note, the undersigned has this day registered the Note in the name of such Registered Owner, as indicated in the registration blank below, on the books kept by the undersigned for such purposes.

NAME AND ADDRESS OF
REGISTERED OWNER

DATE OF
REGISTRATION

SIGNATURE OF
CITY MANAGER

Roers Plymouth Apartments LLC
Attention: Andy Bollig
Two Carlson Parkway #400
Plymouth, MN 55447

EXHIBIT C

Projected Site Costs Eligible for Inclusion in TIF Note

Site Grading

Excavation

Underground Parking

Utilities

Engineering and other professional fees related to the foregoing.

EXHIBIT D

Form of Assessment Agreement

THIS AGREEMENT, dated as of this ____ day of _____, _____, is by and among the City of Plymouth, Minnesota (the "City") and Roers Plymouth Apartments LLC, a Delaware limited liability company (the "Developer").

WITNESSETH

WHEREAS, on or before the date hereof the City and Developer have entered into a Development Agreement dated as of March 1, 2025 (the "Agreement") regarding certain real property located in the City (the "Development Property") which property is legally described on Exhibit A attached hereto and made a part hereof.

WHEREAS, it is contemplated that pursuant to said Agreement, the Developer will construct approximately 225 units multifamily rental housing (the "Project") on the Development Property, with ten percent (10%) of the units made affordable to families at or below sixty percent (60%) of the area median income.

WHEREAS, the City and Developer desire to establish a minimum market value for the Development Property and the improvements constructed or to be constructed thereon, pursuant to Minnesota Statutes, Section 469.177, Subdivision 8.

WHEREAS, the Developer has acquired the Development Property.

WHEREAS, the City and the Hennepin County Assessor (the "Assessor") have reviewed plans and specifications for the Project.

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises, covenants and agreements made by each to the other, do hereby agree as follows:

1. As of January 2, 2030 through and thereafter until the Termination Date (as defined in the Development Agreement) the minimum market value which shall be assessed for the Project shall be not less than \$61,425,000.

2. The minimum market value herein established shall be of no further force and effect and this Agreement shall terminate on the Termination Date.

3. This Agreement shall be recorded by the City with the County Recorder of Hennepin County, Minnesota. The Developer shall pay all costs of recording.

4. The Assessor has reviewed the plans and specifications for the improvements and the market value previously assigned to the land upon which the improvements are to be constructed, and that the "minimum market value" as set forth above is reasonable.

5. Neither the preamble nor provisions of this Agreement are intended to, or shall they be construed as, modifying the terms of the Agreement between the City and the Developer.

6. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the City, the Developer and the Assessor have caused this Agreement to be executed in their names and on their behalf all as of the date set forth above.

This Instrument Drafted By:
Taft Stettinius & Hollister LLP
2200 IDS Center
80 South 8th Street
Minneapolis, MN 55402

(SEAL)

CITY OF PLYMOUTH, MINNESOTA

By _____
Its Mayor

By _____
Its City Manager

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____, the Mayor and _____, the Manager of the City of Plymouth,
Minnesota on behalf of said City.

Notary Public

Signature page for Assessment Agreement by and between the City of Plymouth, Minnesota and
Roers Plymouth Apartments LLC.

ROERS PLYMOUTH APARTMENTS LLC

By: _____
Name: _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__,
by _____, the _____ of Roers Plymouth Apartments LLC, a Minnesota limited
liability company, on behalf of said company.

Notary Public

Signature page for Assessment Agreement by and between the City of Plymouth, Minnesota and
Roers Plymouth Apartments LLC.

CERTIFICATION BY COUNTY ASSESSOR

The undersigned, having reviewed the Assessment Agreement dated as of _____, between the City of Plymouth, Minnesota and Roers Plymouth Apartments LLC, a Minnesota limited liability company; the construction plans for the Project, as defined in the Assessment Agreement; and the market value currently assigned to land upon which the improvements are to be constructed and being of the opinion that the minimum market value contained in the Assessment Agreement appears reasonable, hereby certifies as follows:

The undersigned Assessor, being legally responsible for the assessment of the above described property, hereby certifies that the market values assigned to such land and improvements are reasonable.

Nothing herein shall limit the discretion of the undersigned assessor or any other public official or body having the duty to determine the market value of the above-described Project and Development Property for ad valorem tax purposes, to assign to such Project and Development Property a market value in excess of the minimum market value specified above and in the Assessment Agreement.

County Assessor for Hennepin County

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

This instrument was acknowledged before me on _____, 20__, by _____, the County Assessor of Hennepin County.

Notary Public

EXHIBIT A TO ASSESSMENT AGREEMENT

Legal Description Of Development Property

The real property located in the City of Plymouth, Hennepin County, Minnesota with the following property identification number and legal description:

CONSENT TO ASSESSMENT AGREEMENT

_____, _____, of _____, _____, _____ (the "Bank"), does hereby consent to all terms, conditions and provisions of the foregoing Assessment Agreement and agrees that, in the event it purchases the Development Property at a foreclosure sale or acquires the Development Property through a deed in lieu of foreclosure or otherwise in satisfaction of the indebtedness owed by the Developer, it and its respective successors and assigns, shall be bound by all terms and conditions of the Assessment Agreement, including but not limited to the provision which requires that the minimum market value of the Development Property and the Project shall be not less than the amounts set forth in the Assessment Agreement.

IN WITNESS WHEREOF, we have caused this Consent to Assessment Agreement to be executed in its name and on its behalf as of this ____ day of _____, ____.

By _____

Its _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by _____, the _____ of _____, a _____ banking corporation on behalf of the corporation.

Notary Public

EXHIBIT E

Sample Look Back Calculation

[See attached]

EXHIBIT F

Pro Forma

[See attached]

EXHIBIT G

TOTAL DEVELOPMENT COSTS

[See attached]

G-1

EXHIBIT H

Form of Declaration of Restrictive Covenants

FORM OF DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (this "Declaration") dated as of _____, by ROERS PLYMOUTH APARTMENTS LLC, a Delaware limited liability company (the "Developer"), in favor of the CITY OF PLYMOUTH, a public body corporate and politic under the laws of the State of Minnesota (the "City").

RECITALS

WHEREAS, the City entered into that certain Development Agreement, dated March 1, 2025 (the "Agreement"), between the City and the Developer; and

WHEREAS, pursuant to the Agreement, the Developer is obligated to cause construction of approximately 225 housing units of rental housing (the "Project") on the property described in EXHIBIT A attached hereto (the "Property"), and to cause compliance with certain affordability covenants described in Section 3.8 of the Agreement; and

WHEREAS, the Developer intends, declares, and covenants that the restrictive covenants set forth herein shall be and are covenants running with the Property during the Qualified Project Period (as defined herein) and binding upon all subsequent owners of the Property for such period, and are not merely personal covenants of the Developer; and

WHEREAS, capitalized terms in this Declaration have the meaning provided in the Agreement unless otherwise defined herein.

NOW, THEREFORE, in consideration of the promises and covenants hereinafter set forth, and of other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer agrees as follows:

1. Term of Restrictions.

(a) Occupancy Restrictions. The term of the Occupancy Restrictions set forth in Section 3 hereof shall commence on the date the Project receives a certificate of occupancy. The period from commencement to termination is the "Qualified Project Period."

(b) Termination of Declaration. This Declaration shall automatically terminate upon the date that is twenty-six (26) years after the commencement of the Qualified Project Period.

(c) Removal from Real Estate Records. Upon termination of this Declaration, the City shall, upon request by the Developer or its assigns, file any document appropriate to remove this Declaration from the real estate records of Hennepin County, Minnesota.

2. Project Restrictions.

(a) The Developer represents, warrants, and covenants that:

(i) All leases of units to Qualifying Tenants (as defined in Section 3(a)(i) hereof) shall contain clauses, among others, wherein each individual lessee:

(1) Certifies the accuracy of the statements made in its application and Eligibility Certification (as defined in Section 3(a)(ii) hereof); and

(2) Agrees that the family income at the time the lease is executed shall be deemed substantial and material obligation of the lessee's tenancy, that the lessee will comply promptly with all requests for income and other information relevant to determining Qualifying Tenant status from the Developer or the City, and that the lessee's failure or refusal to comply with a request for information with respect thereto shall be deemed a violation of a substantial obligation of the lessee's tenancy.

(ii) The Developer shall permit during normal business hours and upon reasonable notice, any duly authorized representative of the City to inspect the books and records of the Developer pertaining to the income of Qualifying Tenants residing in the Project.

3. Occupancy Restrictions.

(a) Tenant Income Provisions. The Developer represents, warrants, and covenants that:

(i) Qualifying Tenants. From the commencement of the Qualified Project Period, at least ten percent (10%) (i.e., 23 units) of the rental housing units in the Project ("Rental Housing Units") shall be occupied (or treated as occupied as provided herein) or held vacant and available for occupancy by persons and families who shall be determined from time to time by the Developer to have combined adjusted income that does not exceed sixty percent (60%) of the Hennepin County (the "County") median income for the applicable calendar year adjusted for family size (the "Qualifying Tenants"). For purposes of this definition, the occupants of a residential unit shall not be deemed to be Qualifying Tenants if all the occupants of such residential unit at any time are "students," as defined in Section 151(c)(4) of the Internal Revenue Code of 1986, as amended (the "Code"), not entitled to an exemption under the Code. The determination of whether an individual or family are Qualifying Tenants shall be made at the time the tenancy commences and on an ongoing basis thereafter, determined annually. If during their tenancy a Qualifying Tenant's income exceeds one hundred forty percent

(140%) of the maximum income qualifying as low or moderate income for a family of its size, the next available unit (determined in accordance with the Code and applicable regulations) (the "Next Available Unit Rule") must be leased to a Qualifying Tenant or held vacant and available for occupancy by a Qualifying Tenant. If the Next Available Unit Rule is violated, the Next Available Unit will not continue to be treated as a Qualifying Unit. The annual recertification and Next Available Unit Rule requirements of this paragraph shall not apply to a given year if, during such year, no residential unit in the Project is occupied by a new resident whose income exceeds the applicable income limit for Qualifying Tenants.

(ii) Certification of Tenant Eligibility. As a condition to initial and continuing occupancy, each person who is intended to be a Qualifying Tenant shall be required annually to sign and deliver to the Developer a Certification of Tenant Eligibility substantially in the form attached as EXHIBIT B hereto, or in such other form as may be approved by the City (the "Eligibility Certification"), in which the prospective Qualifying Tenant certifies that he or she is a Qualifying Tenant. In addition, such person shall be required to provide whatever other information, documents, or certifications are deemed necessary by the City to substantiate the Eligibility Certification, on an ongoing annual basis, and to verify that such tenant continues to be a Qualifying Tenant within the meaning of Section 3(a)(i) hereof. Eligibility Certifications will be maintained on file by the Developer with respect to each Qualifying Tenant who resides in a Project unit or resided therein during the immediately preceding calendar year.

(iii) Lease. The form of lease to be utilized by the Developer in renting any Rental Housing Units in the Project to any person who is intended to be a Qualifying Tenant shall provide for termination of the lease and consent by such person to immediate eviction for failure to qualify as a Qualifying Tenant as a result of any material misrepresentation made by such person with respect to the Eligibility Certification.

(iv) Annual Report. The Developer covenants and agrees that during the Qualified Project Period, it will prepare and submit to the City on or before April 1 of each year, a certificate substantially in the form of EXHIBIT C hereto, executed by the Developer, (a) identifying the tenancies and the dates of occupancy (or vacancy) for all Qualifying Tenants in the Project, including the percentage of the Rental Housing Units which were occupied by Qualifying Tenants (or held vacant and available for occupancy by Qualifying Tenants) at all times during the year preceding the date of such certificate; (b) describing all transfers or other changes in ownership of the Project or any interest therein; and (c) stating, that to the best knowledge of the person executing such certificate after due inquiry, all such units were rented or available for rental on a continuous basis during such year to members of the general public and that the Developer was not otherwise in default under this Declaration during such year.

(v) Notice of Non-Compliance. The Developer will promptly notify the City if at any time during the term of this Declaration the number of Rental Housing

Units required to be occupied by Qualifying Tenants are not occupied by or are not available for occupancy by Qualifying Tenants as required by the terms of this Declaration.

(b) Section 8 Housing. During the term of this Declaration, the Developer shall not adopt any policies specifically prohibiting or excluding rental to tenants holding certificates/vouchers under Section 8 of the United States Housing Act of 1937, as amended, codified as 42 U.S.C. Sections 1401 et seq., or its successor, because of such prospective tenant's status as such a certificate/voucher holder.

4. [Reserved]

5. Transfer Restrictions. The Developer represents and agrees that prior to the termination of the Occupancy Restrictions provided herein, the Developer shall not transfer the Project or any part thereof or any interest therein, without the prior written approval of the City, which shall not be unreasonably withheld, conditioned, or delayed. The Developer covenants and agrees that the Developer will cause or require as a condition precedent to any conveyance, transfer, assignment, or any other disposition of the Project prior to the termination of the Occupancy Restrictions (the "Transfer") that the transferee of the Project pursuant to the Transfer assume in writing, in a form acceptable to the City, all duties and obligations of the Developer under this Declaration, including this Section 5, in the event of a subsequent Transfer by the transferee prior to expiration of the Occupancy Restrictions provided herein (the "Assumption Agreement"). The Developer shall deliver the Assumption Agreement to the City prior to the Transfer.

6. [Reserved]

7. Enforcement.

(a) The Developer shall permit, during normal business hours and upon reasonable notice, any duly authorized representative of the City to inspect any books and records of the Developer regarding the Project with respect to the incomes of Qualifying Tenants.

(b) The Developer shall submit any other information, documents or certifications requested by the City which the City deems reasonably necessary to substantial continuing compliance with the provisions specified in this Declaration.

(c) The Developer acknowledges that the primary purpose for requiring compliance by the Developer with the restrictions provided in this Declaration is to ensure compliance of the property with the housing affordability covenants set forth in Section 3.8 of the Agreement, and by reason thereof, the Developer, in consideration for assistance provided by the City under the Agreement that makes possible the construction of the Project on the Property, hereby agrees and consents that the City shall be entitled, upon any breach of the provisions of this Declaration, and in addition to all other remedies provided by law or in equity, to enforce specific performance by the Developer of its obligations under this Declaration in a state court of competent jurisdiction. The Developer

hereby further specifically acknowledges that the City cannot be adequately compensated by monetary damages in the event of any default hereunder.

(d) The Developer understands and acknowledges that, in addition to any remedy set forth herein for failure to comply with the restrictions set forth in this Declaration, the City may exercise any remedy available to it under Article IV of the Agreement.

8. Indemnification. The Developer hereby indemnifies, and agrees to defend and hold harmless, the City from and against all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses), causes of action, suits, allegations, claims, demands, and judgments of any nature arising from the consequences of a legal or administrative proceeding or action brought against them, or any of them, on account of any failure by the Developer to comply with the terms of this Declaration, or on account of any representation or warranty of the Developer contained herein being untrue.

9. Agent of the City. The City shall have the right to appoint an agent to carry out any of its duties and obligations hereunder and shall inform the Developer of any such agency appointment by written notice.

10. Severability. The invalidity of any clause, part or provision of this Declaration shall not affect the validity of the remaining portions thereof.

11. Notices. All notices to be given pursuant to this Declaration must be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing. The Developer and the City may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent. The initial addresses for notices and other communications are as follows:

To the City: City of Plymouth
Plymouth City Hall
3400 Plymouth Boulevard
Plymouth, MN 55447
Attention: City Manager

To the Developer: Roers Plymouth Apartments LLC
Two Carlson Parkway #400
Plymouth, MN 55447
Attn: Andy Bollig
Attn: Shane LaFave

with a copy to: Hellmuth & Johnson, PLLC
8050 West 78th Street
Edina, MN 55439
Attn: Blake R. Nelson

12. Governing Law. This Declaration shall be governed by the laws of the State of Minnesota and, where applicable, the laws of the United States of America.

13. Attorneys' Fees. Whenever any Event of Default occurs and if the City employs attorneys or incurs other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer under this Declaration, and the City prevails in the action, the Developer agrees that it will, within ten days of written demand by the City, pay to the City the reasonable fees of the attorneys and the other expenses so incurred by the City.

14. Conflict. In the event of a conflict between this Declaration and the Agreement this Declaration shall control.

15. Declaration Binding. This Declaration and the covenants contained herein shall run with the real property comprising the Project and shall bind the Developer and its successors and assigns and all subsequent owners of the Project or any interest therein, and the benefits shall inure to the City and its successors and assigns for the term of this Declaration as provided in Section 1(b) hereof.

Drafted by:

Taft Stettinius & Hollister LLP
2200 IDS Center
80 South 8th Street
Minneapolis, Minnesota 55402

IN WITNESS WHEREOF, the Developer has caused this Declaration of Restrictive Covenants to be signed by its respective duly authorized representatives, as of the day and year first written above.

**ROERS PLYMOUTH APARTMENTS LLC, a
Minnesota limited liability company**

By: _____
Name: _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, the _____ of Roers Plymouth Apartments LLC, a Minnesota limited liability company, on behalf of the Developer.

Notary Public

This Declaration is acknowledged and consented to by:

THE CITY OF PLYMOUTH, MINNESOTA

By _____
Its Mayor

By _____
Its City Manager

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, the Mayor of the City of Plymouth, Minnesota on behalf of said City.

Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, the City Manager of the City of Plymouth, Minnesota, on behalf of the City.

Notary Public

EXHIBIT A
to Declaration of Restrictive Covenants

Legal Description

The real property located in the City of Plymouth, Hennepin County, Minnesota with the following property identification number and legal description:

EXHIBIT B
to Declaration of Restrictive Covenants
Certification of Tenant Eligibility

[See attached]

EXHIBIT C
to Declaration of Restrictive Covenants

Certificate of
Continuing Program Compliance

Date: _____, _____.

The following information with respect to the Project located at _____, Plymouth, Minnesota (the "Project"), is being provided by Roers Plymouth Apartments LLC (the "Developer") to the City of Plymouth, Minnesota (the "City"), pursuant to that certain Declaration of Restrictive Covenants, dated _____, 20____ (the "Declaration"), with respect to the Project:

(A) The total number of residential units which are available for occupancy is _____. The total number of such units occupied is _____.

(B) The following residential units (identified by unit number) have been designated for occupancy by "Qualifying Tenants," as such term is defined in the Declaration (for a total of _____ units):

Alcove Studio Units:

1 BR Units:

2 BR Units:

(C) The following residential units which are included in (B) above, have been re-designated as units for Qualifying Tenants since _____, 20____, the date on which the last "Certificate of Continuing Program Compliance" was filed with the City by the Developer:

Unit Number	Previous Designation of Unit (if any)	Replacing Unit Number
_____	_____	_____
_____	_____	_____

(D) The following residential units are considered to be occupied by Qualifying Tenants based on the information set forth below:

	Unit Number	Name of Tenant	Number of Persons Residing in the Unit	Number of Bedrooms	Total Adjusted Gross Income	Date of Initial Occupancy
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						
31						
32						
33						
34						
35						

(E) The Developer has obtained a "Certification of Tenant Eligibility," in the form provided as EXHIBIT B to the Declaration, from each Tenant named in (D) above, and each such Certificate is being maintained by the Developer in its records with respect to the Project. Attached hereto is the most recent "Certification of Tenant Eligibility" for each Tenant named in (D) above who signed such a Certification since _____,

_____, the date on which the last "Certificate of Continuing Program Compliance" was filed with the City by the Developer.

(F) In renting the residential units in the Project, the Developer has not given preference to any particular group or class of persons (except for persons who qualify as Qualifying Tenants); and none of the units listed in (D) above have been rented for occupancy entirely by students, no one of which is entitled to file a joint return for federal income tax purposes. All of the residential units in the Project have been rented pursuant to a written lease.

(G) The information provided in this "Certificate of Continuing Program Compliance" is accurate and complete, and the Developer has no actual knowledge that any of the information provided herein, or in any "Certification of Tenant Eligibility" obtained from the Tenants named herein, is inaccurate or incomplete in any respect.

(H) The Project is in continuing compliance with the Declaration.

(I) The Developer certifies that as of the date hereof at least _____ of the residential dwelling units in the Project are occupied or held open for occupancy by Qualifying Tenants, as defined and provided in the Declaration.

(J) If Developer has applied for 4d(1) property classification under Minnesota Statutes, Section 273.13, Subd. 25(e), attached is documentation evidencing the certification requirements of Minnesota Statutes, Section 273.128.

IN WITNESS WHEREOF, I have hereunto affixed my signature, on behalf of the Developer, on _____, 20____.

Roers Plymouth Apartments LLC,
a Delaware limited liability company

By: _____

Its: _____

CITY OF PLYMOUTH

RESOLUTION No. 2025-069

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF THREE DEVELOPMENT AGREEMENTS AND RELATED DOCUMENTS

WHEREAS, Roers Plymouth Apartments LLC, a Delaware limited liability company (the "Developer") has requested that the City of Plymouth, Minnesota (the "City") assist with the financing of certain costs in connection with the construction of three (3) multifamily rental housing facilities containing approximately 207 units, 150 units, and 225 units, respectively (the "Projects") on properties located within the City (the "Development Properties"); and

WHEREAS, the Developer and the City have determined to enter into three Development Agreements (the "Development Agreements") providing for the City's tax increment financing assistance in connection with the Projects; and

WHEREAS, the Developer and City have determined to enter into three Assessment Agreements (the "Assessment Agreements"), which provide minimum market values for the Development Properties and the Projects; and

WHEREAS, the Developer will execute three (3) Declarations of Restrictive Covenants (the "Declarations") in favor of the City, which shall run with the Development Properties and Projects and be binding upon all subsequent owners of the Development Properties and Projects for a period of twenty-six years following the Developer's receipt of certificates of occupancy for the Projects.

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

- (1) The City Council hereby approves the Development Agreements, the Assessment Agreements, and the Declarations (collectively, the "City Documents") in substantially the forms submitted, and the Mayor and City Manager are hereby authorized and directed to execute the City Documents on behalf of the City.
- (2) The approval hereby given to the City Documents includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by the City officials authorized by a resolution of the City to execute the City Documents. The execution of the City Documents shall be conclusive evidence of the approval of the City Documents in accordance with the terms hereof.

APPROVED by the City Council on this 25th day of February, 2025.

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) SS.

The undersigned, being the duly qualified and appointed City Clerk of the City of Plymouth, Minnesota, certifies that I compared the foregoing resolution adopted at a meeting of the Plymouth City Council on February 25, 2025 with the original thereof on file in my office, and the same is a correct transcription thereof.

WITNESS my hand officially as such City Clerk and the Corporate seal of the City this _____ day of _____, _____.

City Clerk

To: Dave Callister, City Manager

Prepared by: Tony Miller, Engineering Project Manager

Reviewed by: Michael Thompson, Public Works Director

Item: **(Previously 6.3) Order and receive preliminary engineering report, order and approve plans and specifications, call for public hearing, order advertisement for bids, declare costs to be assessed, order preparation of proposed assessments, and set public improvement and assessment hearings for the 2025 Street Rehabilitation Project (ST259002)**

1. Action Requested:

Adopt attached resolutions ordering preliminary engineering report, receiving preliminary engineering report, ordering plans and specifications, approving plans and specifications, calling for public hearing, ordering advertisement for bids, declaring cost to be assessed, ordering preparation of proposed assessments, and setting public improvement and special assessment hearings for the 2025 Street Rehabilitation Project (ST259002).

2. Background:

The project includes streets in multiple neighborhoods throughout the city including Mission, Seven Greens/Silverthorne, Carlson Parkway, and 6th Avenue. Location maps of streets included with the project are attached. This project is included in the 2025-2034 Capital Improvement Plan (CIP) with construction scheduled in 2025.

Improvements with the project include full depth pavement reclamation of Carlson Parkway and 6th Avenue. Remaining streets in the project area will be milled and overlaid by either city maintenance crews or a contractor. Other improvements with the project include utility repairs, replacement of curb and gutter, traffic signal improvements, trail replacement on 6th Avenue, and replacement of pedestrian ramps to comply with the Americans with Disabilities Act (ADA). Bids for this project are scheduled to be received on March 20, 2025, and the public improvement and assessment hearing is scheduled for April 22, 2025. In accordance with state statute,

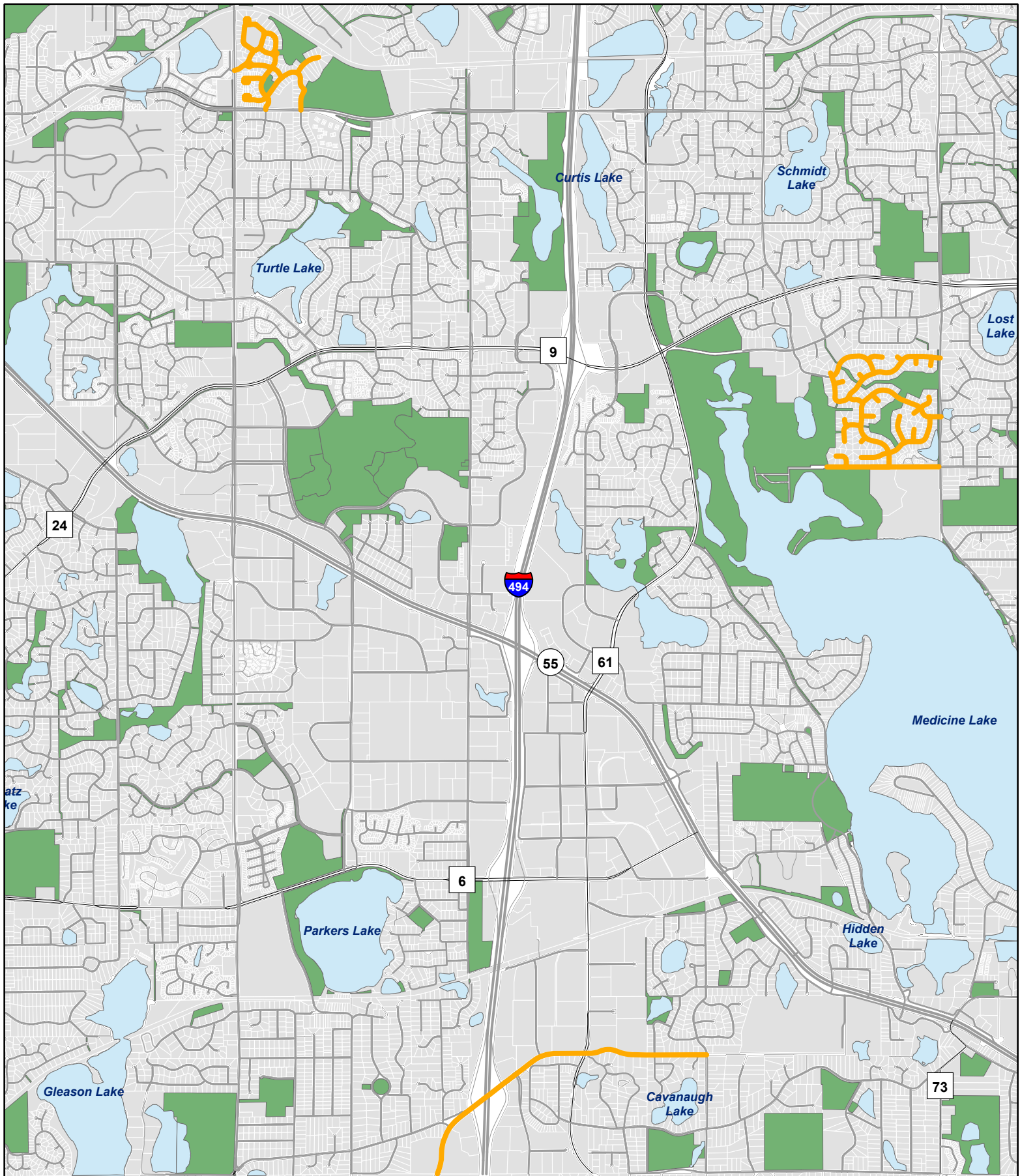
notice of the proposed improvement hearing and assessment hearing for this project will be sent to all affected property owners and will be posted in the city's official newspaper as required. Included with the notice will be a recommended assessment, which would be calculated based on the lowest responsible bid. The current assessment policy assesses 40% of the project cost for roadway improvements. The costs for trail replacement and utility improvements are not proposed to be assessed.

3. Budget Impact:

The project is included in the 2025-2034 CIP and 2025 Budget at an estimated cost of \$6,695,000. The estimated project cost for the 2025 Street Rehabilitation Project is \$7,442,000, which includes contracted improvements (\$5,723,000), improvements by city forces (\$695,000), engineering, administration, inspection (\$702,000), and contingency (\$322,000). The project would be funded from the Municipal State Aid (MSA) Fund (\$3,860,000), the Street Reconstruction Fund (\$1,763,000), special assessments (\$1,165,000), the Water Fund (\$281,000), the Water Resources Fund (\$150,000), and the Sewer Fund (\$223,000).

4. Attachments:

1. Project Location Maps
2. Preliminary Engineering Report
3. City Council Resolution 2025-070
4. City Council Resolution 2025-071
5. City Council Resolution 2025-072
6. City Council Resolution 2025-073
7. City Council Resolution 2025-074



0 5,000 Feet

2025 Street Rehabilitation Projects City Project #ST259002

— Project Area



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.



0 500 Feet

2025 Street Rehabilitation Project
City Project #ST259002
Seven Greens/Silverthorne

— Mill and Overlay Project



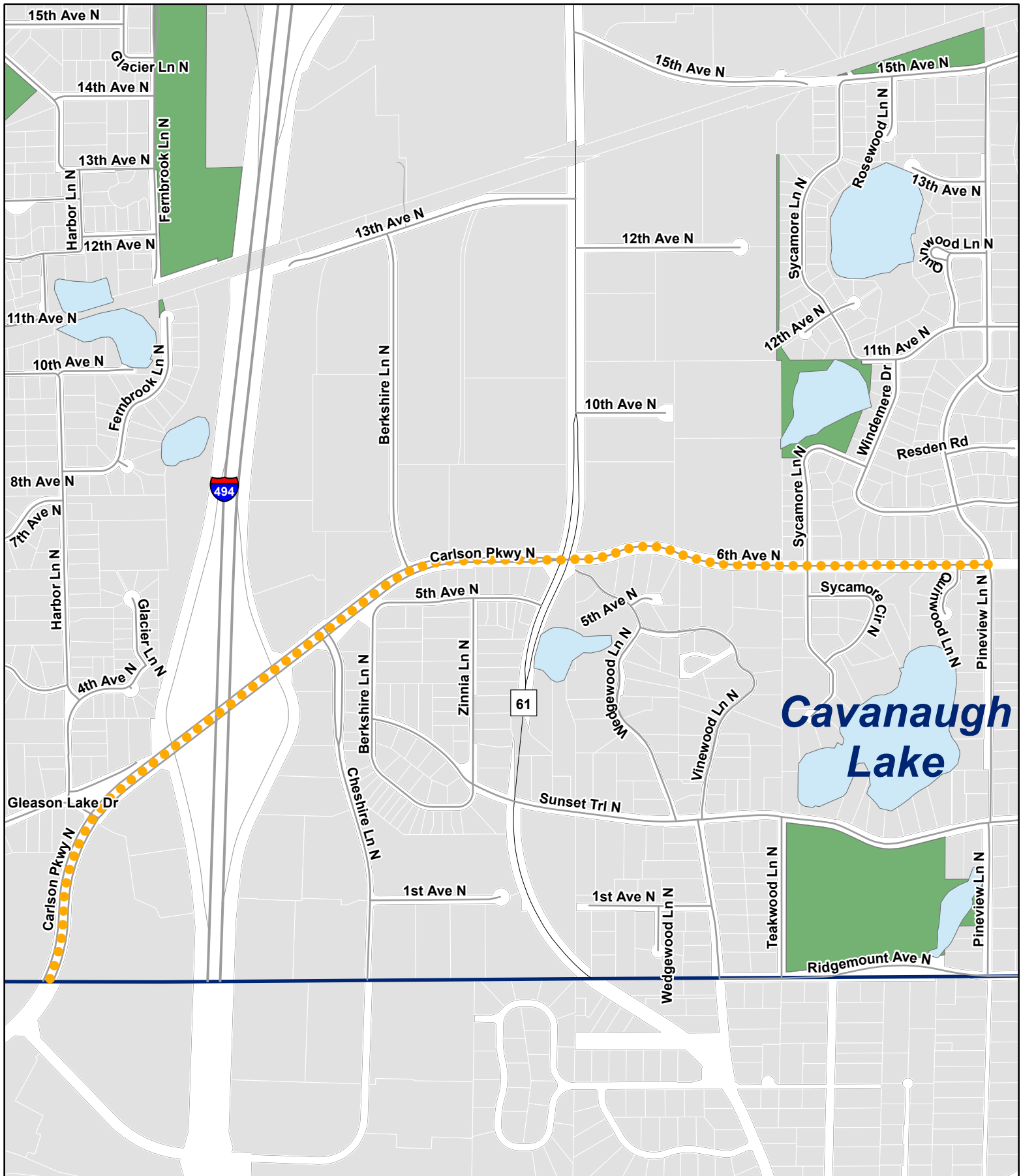


0 500 Feet

2025 Street Rehabilitation Project
City Project #ST259002
Mission

— Mill and Overlay Project





0 1,000 Feet

2025 Street Rehabilitation Project
City Project #ST259002
Carlson Parkway/6th Avenue

● ● ● FDR Project



2025 Street Rehabilitation Feasibility Report

City of Plymouth, Minnesota
February 2025



Submitted by:

Bolton & Menk, Inc.
12224 Nicollet Avenue
Burnsville, MN 55337
P: 950-890-0509
F: 950-890-8065

Certification

Feasibility Report

For

2025 Street Rehabilitation

Seven Greens/Silverthorne Neighborhood
Mission Neighborhood
Carlson Parkway and 6th Avenue

City of Plymouth

Plymouth, Minnesota

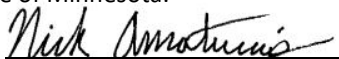
BMI Project No. 24X.136052.000

City Project No. ST259002

February 2025

PROFESSIONAL ENGINEER

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

Signature: 

Typed or Printed Name: Nicholas J. Amatuccio, P.E.

Date: 2/17/2025 License Number: 53639

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Appendix A: Figures (Typical Sections, Project Location Maps, and Street Ratings)

Appendix B: Preliminary Cost Estimate

Appendix C: Preliminary Assessment Roll & Assessment Property Map

Appendix D: Geotechnical Report

INTRODUCTION

The purpose of this report is to determine, in a preliminary manner, the feasibility of rehabilitating the pavement, replacing signal systems, and making repairs to the watermain and storm sewer systems on:

1. Seven Greens/Silverthorne Neighborhood, including the streets south of and including 52nd Ave, west of and including Quantico Lane, north of Schmidt Lake Road, and east of Vicksburg Lane.
2. Mission Neighborhood, including the streets south of 42nd Avenue, west of Zachary Lane, north of and including 36th Avenue, and east of and including Goldenrod Lane.
3. Carlson Parkway, from the Minnetonka/Plymouth City limits to Xenium Lane.
4. 6th Avenue, from Xenium Lane to Pineview Lane.

The report discusses existing conditions, proposed improvements, and estimated costs for the proposed improvements, and estimates the amount to be assessed to benefitting properties. Figures depicting the project locations can be found in **Appendix A** of this report.

The project is necessary, feasible, and cost effective from an engineering standpoint. Based on the information contained in this document, it is recommended to proceed with the improvements as outlined in this report.

EXISTING CONDITIONS

Seven Greens/Silverthorne Neighborhood

Roadway

The Seven Greens/Silverthorne neighborhood consists of 9,800 feet of urban roadway with concrete curb and gutter and one lane in each direction. The streets generally serve access to a residential neighborhood. The existing roadway is generally 26 feet to 30 feet wide. The project limits terminate before entering Vicksburg Lane and Schmidt Lake Road.

The pavement along the streets within the Seven Greens/Silverthorne neighborhood is in need of rehabilitation because the pavement has deteriorated and requires more than routine maintenance by Street Maintenance crews. The streets within the neighborhood have a 2024 PASER rating of 4, as shown in **Appendix A** of this report.

Based on geotechnical investigation by Braun Intertec, included as **Appendix D**, the typical thickness of bituminous pavement along the streets within the Seven Greens/Silverthorne neighborhood was between 3.75" and 4.75". The aggregate base thickness ranged from 7" to 12" underneath the bituminous pavement. Subgrade soils generally consist of silty sand and poorly graded gravel with silt.

Utilities

The existing watermain within the Seven Greens/Silverthorne neighborhood is 8" ductile iron pipe (DIP) that was installed in the late 1990's and early 2000's and is in adequate condition. The sanitary sewer system within the neighborhood consists of 8" polyvinyl chloride (PVC) pipe installed in the late 1990's and early 2000's and is in adequate condition. There is an adequate storm sewer system within the neighborhood to accommodate stormwater runoff and achieve adequate drainage along the streets.

Mission Neighborhood

Roadway

The Mission neighborhood consists of 18,000 feet of urban roadway with concrete curb and gutter and one lane in each direction. The streets generally provide access to a residential neighborhood. The existing roadway is generally 30 feet wide.

The pavement along the streets within the Mission neighborhood is in need of rehabilitation because the pavement has deteriorated and requires more than routine maintenance by street maintenance crews. The streets within the neighborhood have 2024 PASER ratings ranging from 4 to 5 with the exception of Forestview Lane which has a rating of 3, as shown in **Appendix A** of this report.

Based on geotechnical investigation by Braun Intertec, included as **Appendix D**, the typical thickness of bituminous pavement along the streets within the Mission neighborhood was between 4.5" and 5.25". The aggregate base thickness ranged from 6" to 9" below the bituminous pavement. Subgrade soils generally consist of silty sand and sandy lean clay.

Utilities

The existing watermain within the Mission neighborhood is generally 6" to 8" ductile iron pipe (DIP) which was installed in the mid-1970's to mid-1980's, except for 36th Avenue which has an existing 8" cast iron pipe (CIP) watermain that was installed in 1971. The watermain in this area is aging, but not showing signs of failure or deterioration to a point requiring full replacement at this time. The sanitary sewer system within the neighborhood consists of 8" polyvinyl chloride (PVC) pipe installed in 1975 to 1978 and is in adequate condition. There is an adequate storm sewer system within the neighborhood to accommodate stormwater runoff and achieve adequate drainage along the streets.

Carlson Parkway/6th Avenue

Roadway

Carlson Parkway consists of 4,250 feet of urban roadway with concrete curb and gutter and two lanes in each direction. The corridor is a 4-lane divided roadway with medians west of Berkshire Lane and a 4-lane undivided roadway east of Berkshire Lane. The existing roadway is generally 50 feet wide east of Berkshire Lane and ranges from 80 feet to 100 feet wide west of Berkshire Lane. The project limits terminate before entering Xenium Lane and the limits of the City of Minnetonka. 6th Avenue consists of 2,700 feet of urban roadway with concrete curb and gutter and two lanes in each direction west of Sycamore Lane and one lane in each direction east of Sycamore Lane with wide shoulders. The existing roadway is generally 50 feet wide west of Sycamore Lane and 36 feet wide east of Sycamore Lane. The project limits terminate before entering Xenium Lane and at the intersection of Pineview Lane.

The pavement along Carlson Parkway and 6th Avenue is in need of major rehabilitation because the pavement has deteriorated significantly and is near the end of its life cycle, which requires more than routine maintenance by street maintenance crews. Carlson Parkway has a 2024 PASER rating of 4 west of Cheshire Lane and a rating of 3 east of Cheshire Lane, as shown in **Appendix A** of this report. 6th Avenue has a 2024 PASER rating of 5, as shown in **Appendix A** of this report.

Based on geotechnical investigation by Braun Intertec, included as **Appendix D**, the typical thickness of bituminous pavement along Carlson Parkway was between 6.75" and 9". The aggregate base thickness ranged from 2" to 13" below the bituminous pavement. Subgrade

soils generally consist of clayey sand, poorly graded sand with silt, sandy lean clay, and silty sand. The typical thickness of bituminous pavement along 6th Avenue, based on geotechnical evaluation by Braun Intertec in Appendix D, was between 2.5" and 7". The aggregate base thickness ranged from 7" to 17.5" below the bituminous pavement. Subgrade soils generally consist of sandy lean clay, silty sand, clayey sand, silt, and poorly graded sand.

Utilities

The existing 12" watermain along Carlson Parkway and west of Interstate 494 was installed in 1984 and is generally ductile iron pipe (DIP) with the exception of one section of cast iron pipe (CIP). The existing 16" ductile iron pipe (DIP) located east of Interstate 494 was installed in 1975. The existing watermain along 6th Avenue is generally 16" ductile iron pipe (DIP) that was installed in the late-1970's and early 1980's.

The sanitary sewer system along Carlson Parkway is generally 8" vitrified clay pipe (VCP) installed in the 1970's to 1980's, with a portion being lined in 2021 as part of the City's annual sanitary sewer lining program. The sanitary sewer system along 6th Avenue is 12" reinforced concrete pipe (RCP) west of Sycamore Lane that was installed in 1966. The sanitary sewer system along 6th Avenue east of Sycamore Lane is 8" vitrified clay pipe (VCP) and was installed in 1966. This sanitary sewer was lined in 2009 as part of the City's annual sanitary sewer lining program.

The storm sewer along Carlson Parkway and 6th Avenue can generally convey stormwater runoff and achieve adequate drainage along the streets. Utilities in the project area are aging, but not showing signs of failure or deterioration to a point requiring full replacement at this time.

Traffic Signals

The City owns traffic signal systems at the intersections of Carlson Parkway/Gleason Lake Drive and Carlson Parkway/Cheshire Lane. These signal systems are near the end of their service life, utilize outdated technology/equipment, and require additional maintenance to stay in service. The traffic signal at the intersection of Carlson Parkway/Gleason Lake Drive has equipment that has failed in the signal cabinet and requires replacement. There are two signal systems owned and operated by MnDOT at the Interstate 494 on and off ramps, and one signal system owned and operated by Hennepin County at Xenium Lane (County Road 61).

Pedestrian Facilities

There is concrete sidewalk along the south side of Carlson Parkway and an existing bituminous trail along the north side of 6th Avenue from Xenium Lane to Sycamore Lane.

PROPOSED IMPROVEMENTS

Seven Greens/Silverthorne Neighborhood

Roadway

Streets within the Seven Greens/Silverthorne project area are proposed to be milled to a depth of 2 inches across the entire roadway. A new 2-inch layer of bituminous pavement will be placed across the milled surface. Full depth bituminous patching may be required in areas where the underlying existing pavement has fully deteriorated. Spot concrete curb and gutter replacements will occur throughout the neighborhood to fix curb with large cracks or curb that has deteriorated or settled.

The proposed improvements for streets within the Seven Gardens/Silverthorne project area are consistent with the City's Pavement Management Program. This program rehabilitates pavement nearing the end of its life expectancy.

Utilities

Miscellaneous utility repairs will take place throughout the neighborhood. Included with the repairs are gate valves, hydrants, catch basins, and manholes.

Mission Neighborhood

Roadway

Streets within the Mission Neighborhood project area are proposed to be milled to a depth of 2 inches from curb to curb. A new 2-inch layer of bituminous pavement will be placed across the milled surface. Full depth bituminous patching may be required in areas where the underlying existing pavement has deteriorated. Curb and gutter replacements will take place to remove damaged or settled curb and gutter.

The proposed improvements within the Mission Neighborhood project area are consistent with the City's Pavement Management Program and includes rehabilitation for pavement nearing the end of its life expectancy. The mill and overlay technique can be used on this street as the underlying bituminous is in an acceptable condition.

Utilities

Miscellaneous utility repairs will take place throughout the neighborhood. Included are repairs to gate valves, hydrants, catch basins, and manholes.

Carlson Parkway/6th Avenue

Roadway

Carlson Parkway and 6th Avenue are proposed to be rehabilitated using full depth pavement reclamation . The existing pavement and underlying aggregate base will be reclaimed (ground up in place), graded, and reused as an aggregate base for the new bituminous pavement section. The bituminous section for Carlson Parkway is 6 inches thick with a reclaimed aggregate thickness of 6 inches. Spot concrete curb and gutter replacements will occur along Carlson Parkway to fix curb with large cracks or curb that has deteriorated or settled significantly over the years. The bituminous section for 6th Avenue is proposed to be 5 inches thick in the industrial area and 4 inches in the residential area with a reclaimed base thickness of 6 inches. The curb and gutter on 6th Avenue will be removed and replaced due to the amount of existing curb and gutter that has deteriorated.

The proposed improvements for streets within the Carlson Parkway and 6th Avenue project area are consistent with the City's Pavement Management Program. This program rehabilitates pavement nearing the end of its life expectancy.

The street width on 6th Avenue is proposed to be narrowed from four lanes of traffic to 3 lanes from Xenium Lane to Sycamore Lane to align with the traffic volumes on the roadway. Having narrower roads will provide the benefits of less bituminous pavement to install with this project and maintain in the future, reducing costs for the City now and in years to come. Narrowing the roadway also allows for more room for the bituminous trail on the north side of the road and the addition of a turf boulevard buffer between the curb and trail. 6th Avenue is also proposed to be narrowed east of Sycamore Lane down to 28 feet wide from its existing width of 36 feet. The current roadway is a two-lane road with wide shoulders and rarely used for parking. The City has received generally supportive feedback from

residents in the area.

The City's typical sections for the project are proposed as shown in **Appendix A** and have been determined to be suitable for the rehabilitation of Carlson Parkway and 6th Avenue.

Utilities

Miscellaneous utility repairs will take place throughout the corridor. Included are repairs to gate valves, hydrants, catch basins, and manholes. Storm sewer catch basin inlet structures along 6th Avenue will need to be adjusted or replaced to fit with the new concrete curb and gutter alignment.

Traffic Signal Systems

The existing traffic signal systems at Carlson Parkway/Gleason Lake Drive and Carlson Parkway/Cheshire Lane will be replaced with new traffic signal systems. The signal system is proposed to be installed with the rest of the street improvements and per City and Hennepin County standards. The new signal will include video detection for the system to determine when cars are near the intersection. ADA (Americans with Disabilities Act) compliant pedestrian ramps and APS (Accessible Pedestrian Signals) push buttons will be installed at each quadrant of the signalized intersections. Video detection is also proposed for the two MnDOT signals at Interstate 494. No work is proposed at the Hennepin County signal on Xenium Lane.

Pedestrian Facilities

Pedestrian ramps will be upgraded to be compliant with ADA standards and spot concrete walk replacements will occur along Carlson Parkway. The bituminous trail along 6th Avenue from Xenium Lane to west of Sycamore Lane will be removed and replaced with the new concrete curb and gutter installation.

SURFACE WATER PROTECTION

The project corridors have a combined pre-construction impervious surface area of 12.1 acres and the proposed improvements will result in a post-construction impervious surface area of 11.5 acres. The total anticipated disturbed soil area for the project is estimated at 1.4 acres since most of the project area is not disturbing the underlying soils. Due to the size of the disturbance area, the project will require an NPDES permit and an erosion control permits from the Basset Creek Watershed Management Commission and Minnehaha Watershed District.

Erosion and Sediment control measures have been incorporated into the proposed designs throughout the corridor. Construction best management practices (BMPs), such as inlet protection and perimeter controls, are implemented where feasible on all City street projects.

TRAFFIC, ACCESS, AND RIGHT-OF-WAY

Access to all properties will be maintained during construction as much as possible. When access cannot be maintained during portions of the work such as utility excavation or while concrete curb cures after installation through driveways, residents will be notified of the access restrictions. The Seven Greens/Silverthorne and Mission neighborhoods will generally be closed to through traffic but open to local residents. Carlson Parkway and 6th Avenue will generally be open to traffic during construction but will be reduced down to one lane or closed with a detour setup for traffic to travel to their destination using alternate routes. Sycamore Lane to the north of 6th Avenue, Berkshire Lane, and Gleason Lake Drive are proposed to be closed during construction of the

respective portions of 6th Avenue and Carlson Parkway. These access closures will limit the amount of through traffic in the project area and detours will be provided.

A construction phasing plan is proposed for 6th Avenue and Carlson Parkway to minimize the overall duration of construction and allow for the access during construction. This area of the project will be split up into three phases to provide sufficient access for residents and businesses while maintaining efficiency in the construction operations. One phase will include all of 6th Avenue. The other two phases will include Carlson Parkway from Xenium Lane to Interstate 494 and Carlson Parkway from Interstate 494 to the Plymouth/Minnetonka City limits. Full ramp closures at Interstate 494 are proposed to occur on a Saturday for the final layer of bituminous paving.

Access will be provided for residents and businesses. Local traffic will need to traverse milled and aggregate base surfaces to access their properties, schools, or businesses during the majority of the project. Proper traffic control will be installed prior to the road being under construction. Deadlines will be established and included within the contract documents along with liquidated damages to account for any impacts to the City for the contractor's failure to complete the specified work in the time allotted.

The majority of the roadway improvements will be constructed in the existing right-of-way. Temporary right-of-entries will be obtained from property owners for temporary construction impacts outside of the right-of-way or existing/new easement on an as needed basis.

PROJECT SCHEDULE

The proposed project schedule is shown below but is subject to change:

Table 1 – Project Schedule	
City Council orders and receives the preliminary engineering report, orders and accepts the plans and specifications, orders advertisements for bids, calls for a Public Improvement Hearing, declares costs to be assessed and sets the Public Assessment Hearing	February 25, 2025
Receive Bids	March 20, 2025
Public Improvement Hearing, Assessment Hearing, Award Contract	April 22, 2025
Begin Construction	May 1, 2025
Substantial Completion	September 26, 2025
Signal System Completion	November 7, 2025
Final Completion	May 30, 2026

ESTIMATED COSTS

The estimated project costs include construction costs, construction contingencies, and costs for design and administration. An itemized cost estimate can be found in **Appendix B** of this report. The estimated project cost for the 2025 Street Rehabilitation Project \$7,442,000 and is summarized in the table below.

Table 2 – Estimated Project Costs	
Construction Cost	\$6,418,000
Contingency	\$322,000
Design & Administration	\$702,000
Total	\$7,442,000

FINANCING

The 2025-2034 Capital Improvement Plan (CIP) has designated \$6,695,000 for the 2025 Street Rehabilitation Project. Funding of the project is proposed to be from a mixture of sources including various City funds and special assessments to benefiting property owners.

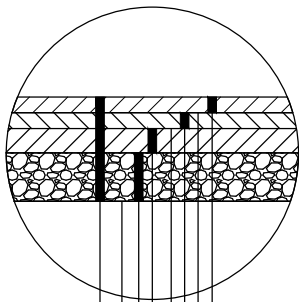
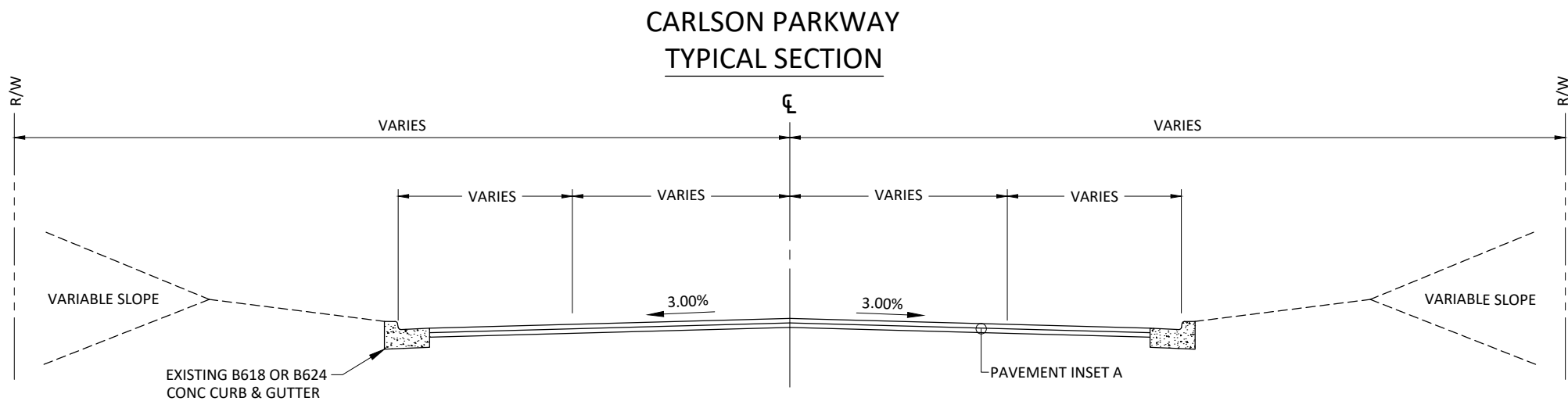
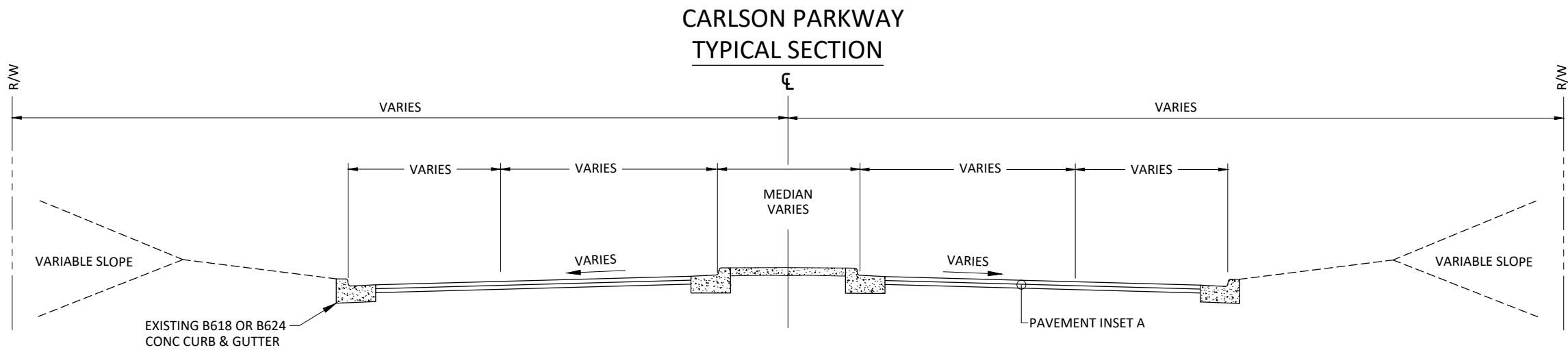
The adjacent benefiting property owners who directly access roadways to be improved are proposed to be assessed for a portion of the project costs, consistent with the City's assessment policy. The City of Plymouth assessment policy states that benefiting residential properties shall be assessed 40% of the actual project cost for street rehabilitation. In no case should the total assessed amount exceed the actual project cost. Assessments for properties guided or zoned for single-family use shall be made on a per parcel (unit) basis. For properties guided or zoned other than single family use, the City shall calculate the equivalent units based on front footage or area depending upon the guided or zoned use and parcel configuration. Costs for watermain repairs, water quality improvements, sanitary sewer repairs, and pedestrian improvements that are proposed to be completed with this project are not proposed to be assessed.

The properties proposed to be assessed with this project are included in **Appendix C** of this report.

The overall funding for the 2025 Street Rehabilitation Project is detailed in the table below.

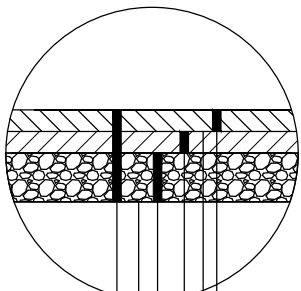
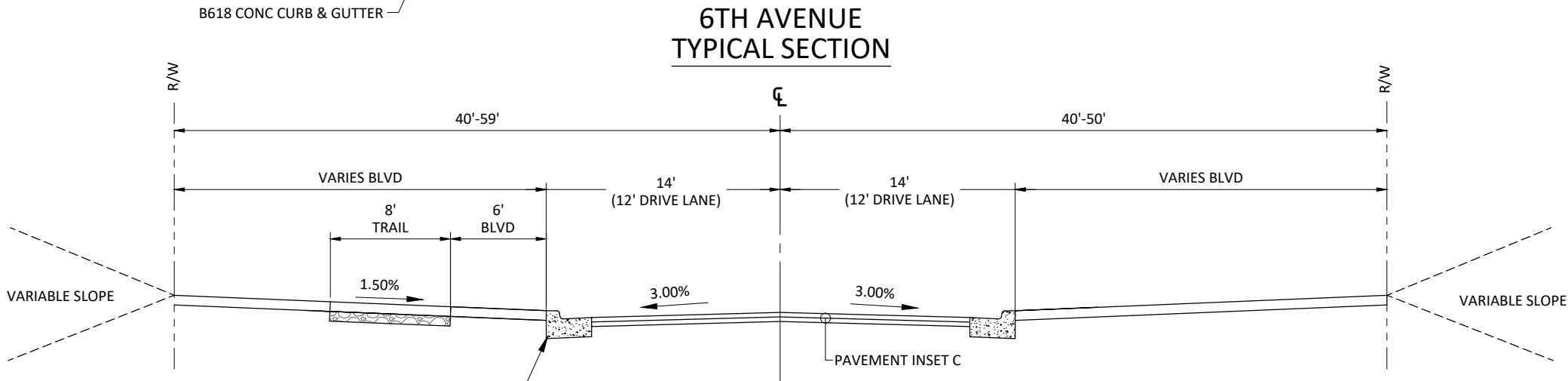
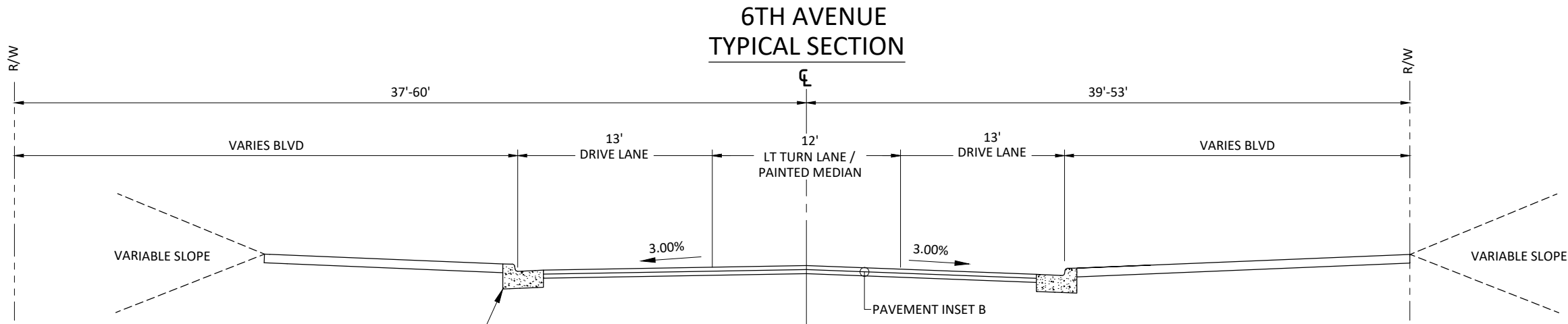
Table 3 – Project Financing		
Fund	Estimated Project Costs	Budgeted
Municipal State Aid	\$3,860,000	\$ 3,345,000
Street Reconstruction Fund	\$1,763,000	\$ 1,615,000
Water Fund	\$281,000	\$ 500,000
Water Resources Fund	\$150,000	\$ 150,000
Sewer Fund	\$223,000	\$ 160,000
Special Assessments	\$1,165,000	\$ 925,000
Total Funding	\$7,442,000	\$ 6,695,000

Appendix A: Figures



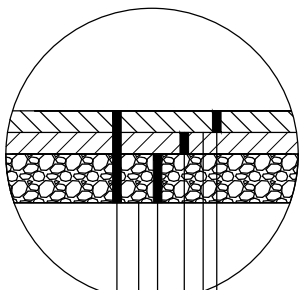
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- TACK COAT (2357)
- 2" TYPE SP 12.5 WEARING COURSE (SPWEB340C)(2360)
- TACK COAT (2357)
- 2" TYPE SP 12.5 NON-WEARING COURSE (SPNWB330B)(2360)
- 6" RECLAIMED AGGREGATE BASE (SEE SPECIFICATIONS)
- SUBGRADE PREPARATION (SEE SPECIFICATIONS)
- 12" RECLAIM DEPTH

INSET A: CARLSON PARKWAY PROPOSED PAVEMENT SECTION



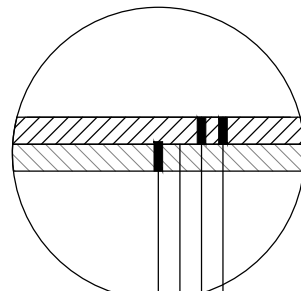
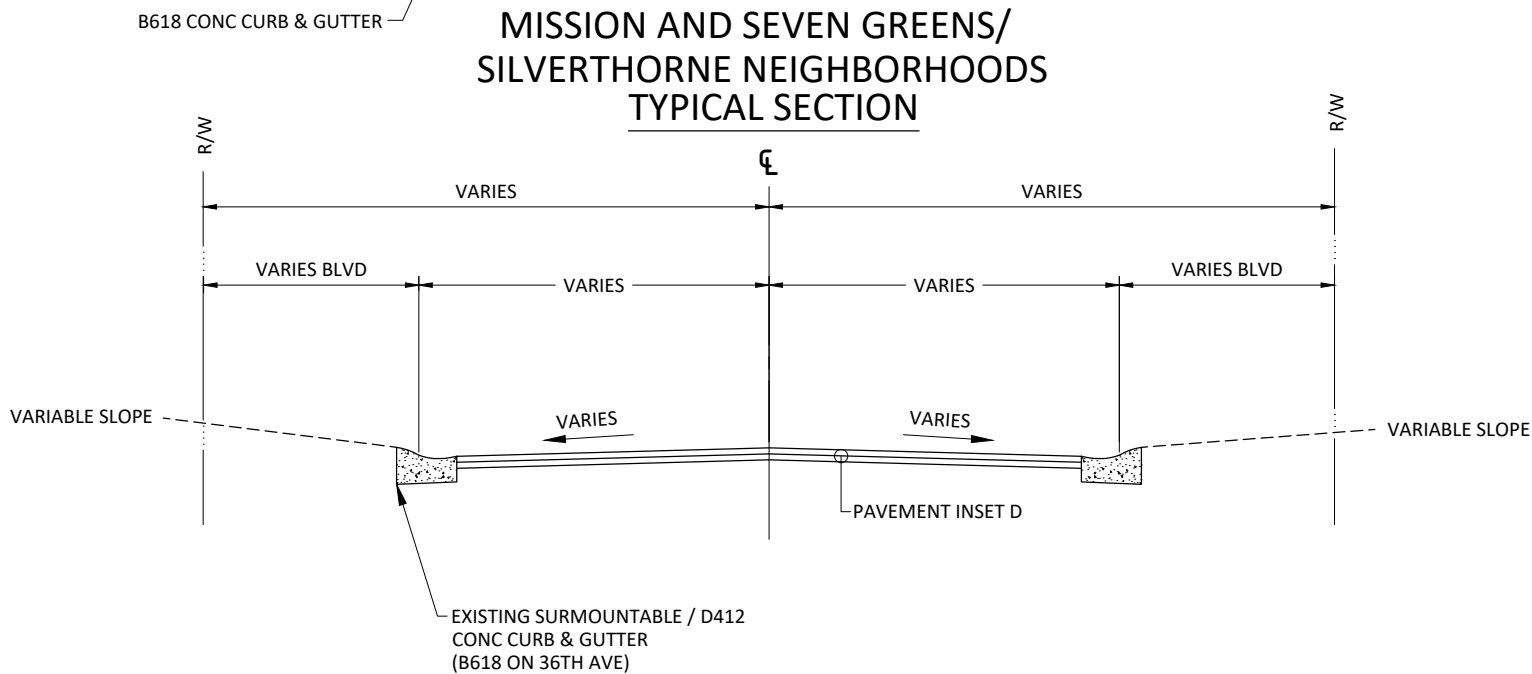
- 2.5" TYPE SP 9.5 WEARING COURSE(SPWEA240C)(2360)
- TACK COAT (2357)
- 2.5" TYPE SP 12.5 WEARING COURSE(SPWEB340C)(2360)
- 6" RECLAIMED AGGREGATE BASE (SEE SPECIFICATIONS)
- SUBGRADE PREPARATION (SEE SPECIFICATIONS)
- 10" RECLAIM DEPTH

INSET B: 6TH AVENUE PROPOSED PAVEMENT SECTION



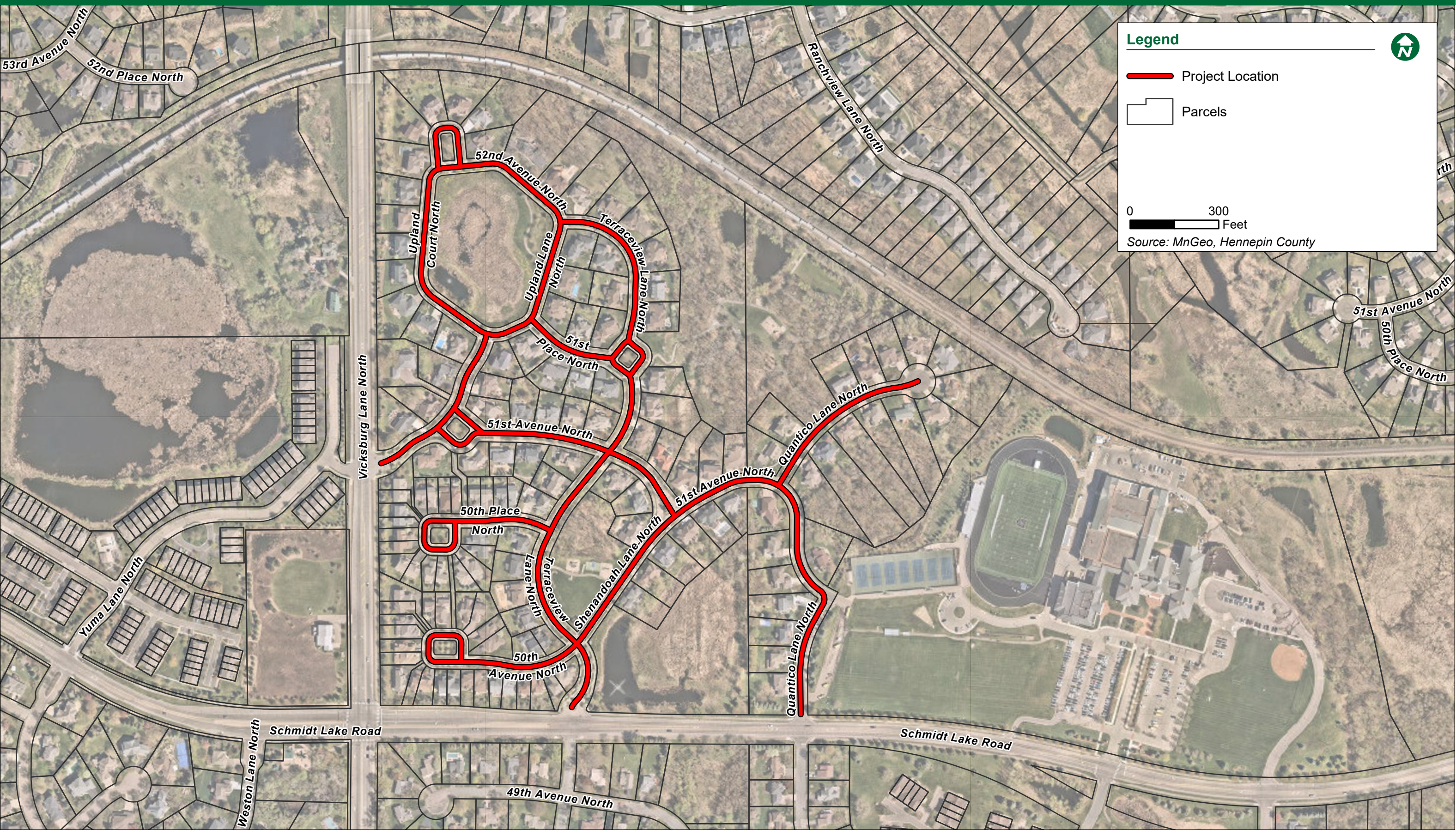
- 2" TYPE SP 9.5 WEARING COURSE(SPWEA240C)(2360)
- TACK COAT (2357)
- 2" TYPE SP 12.5 WEARING COURSE(SPWEB340C)(2360)
- 6" RECLAIMED AGGREGATE BASE (SEE SPECIFICATIONS)
- SUBGRADE PREPARATION (SEE SPECIFICATIONS)
- 10" RECLAIM DEPTH

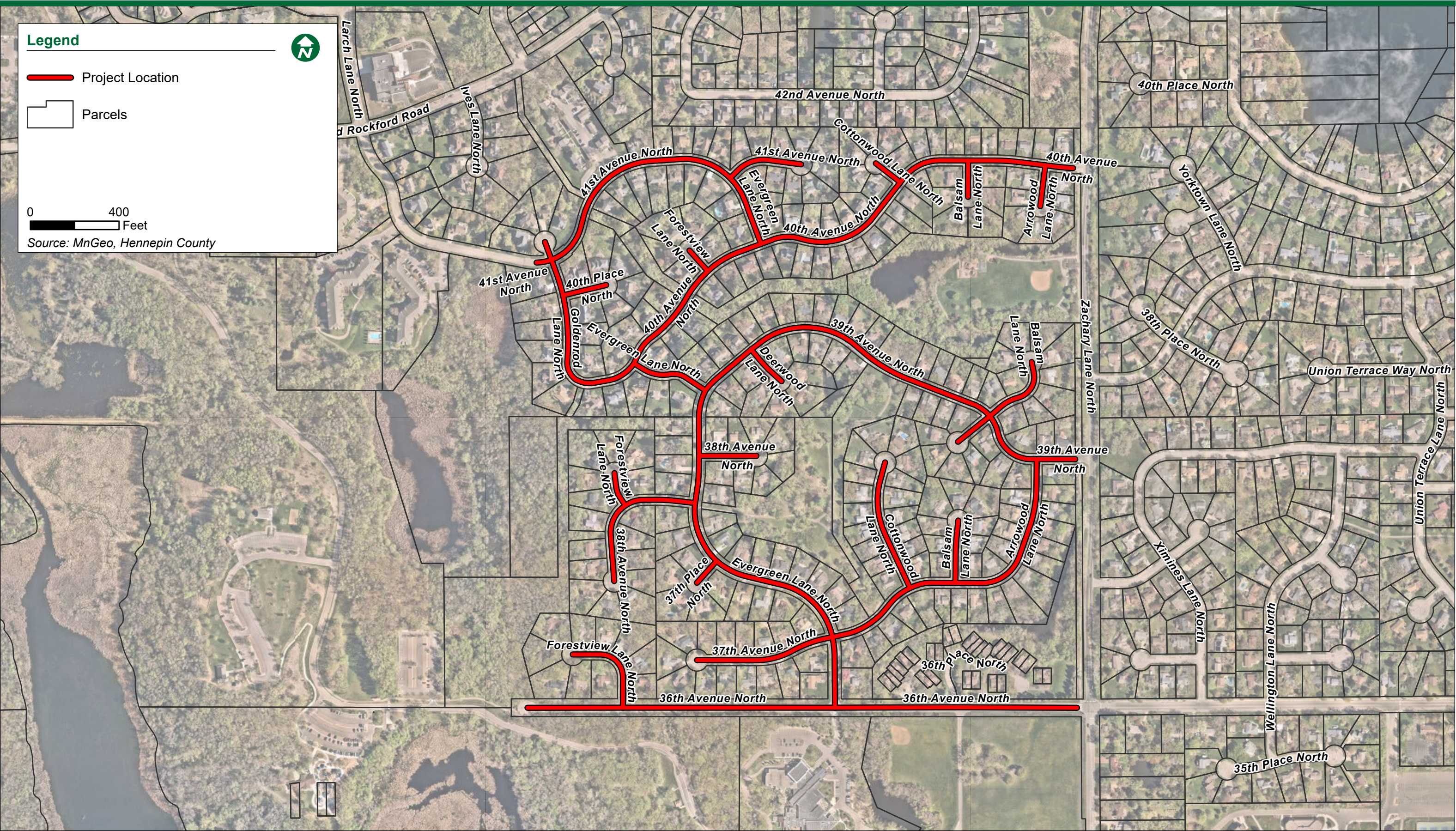
INSET C: 6TH AVENUE PROPOSED PAVEMENT SECTION

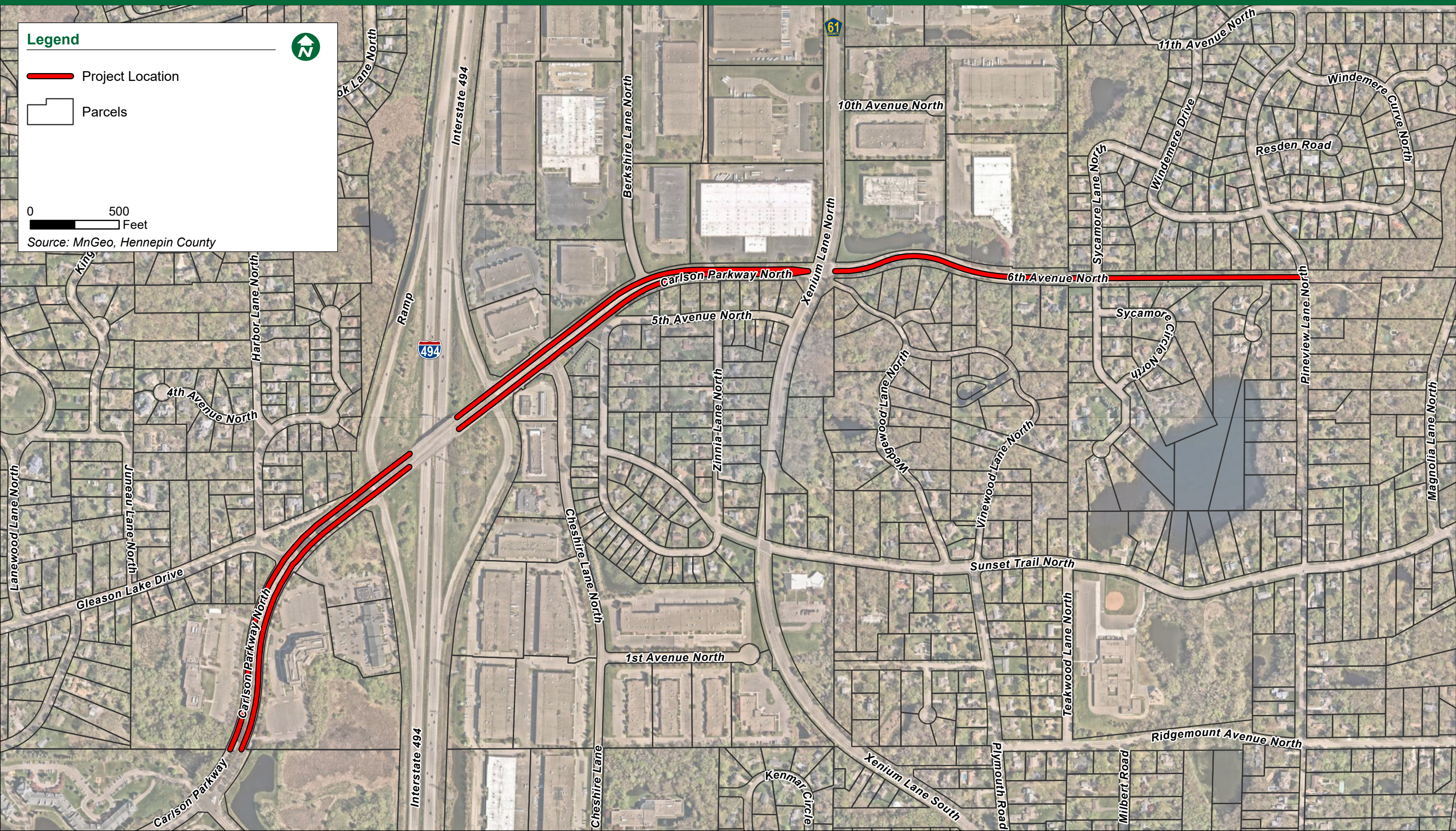


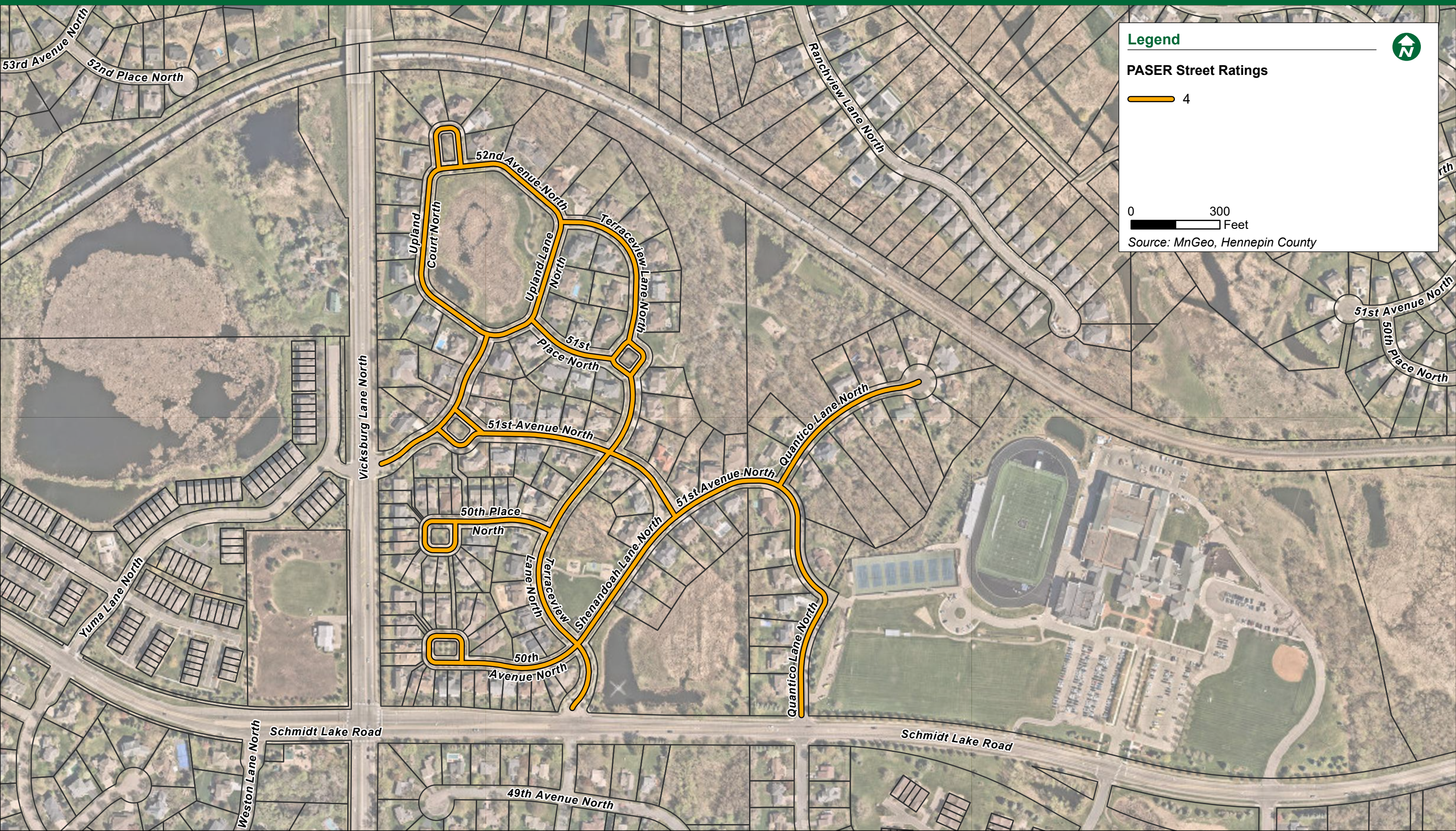
INSET D: BITUMINOUS MILL & OVERLAY STREETS

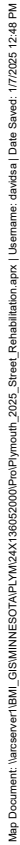
- MILL BITUMINOUS SURFACE (2" DEPTH)
- 2" TYPE SP 12.5 WEARING COURSE (SPWEB340B)(2360)
- TACK COAT (2357)
- EXISTING REMAINING BITUMINOUS PAVEMENT

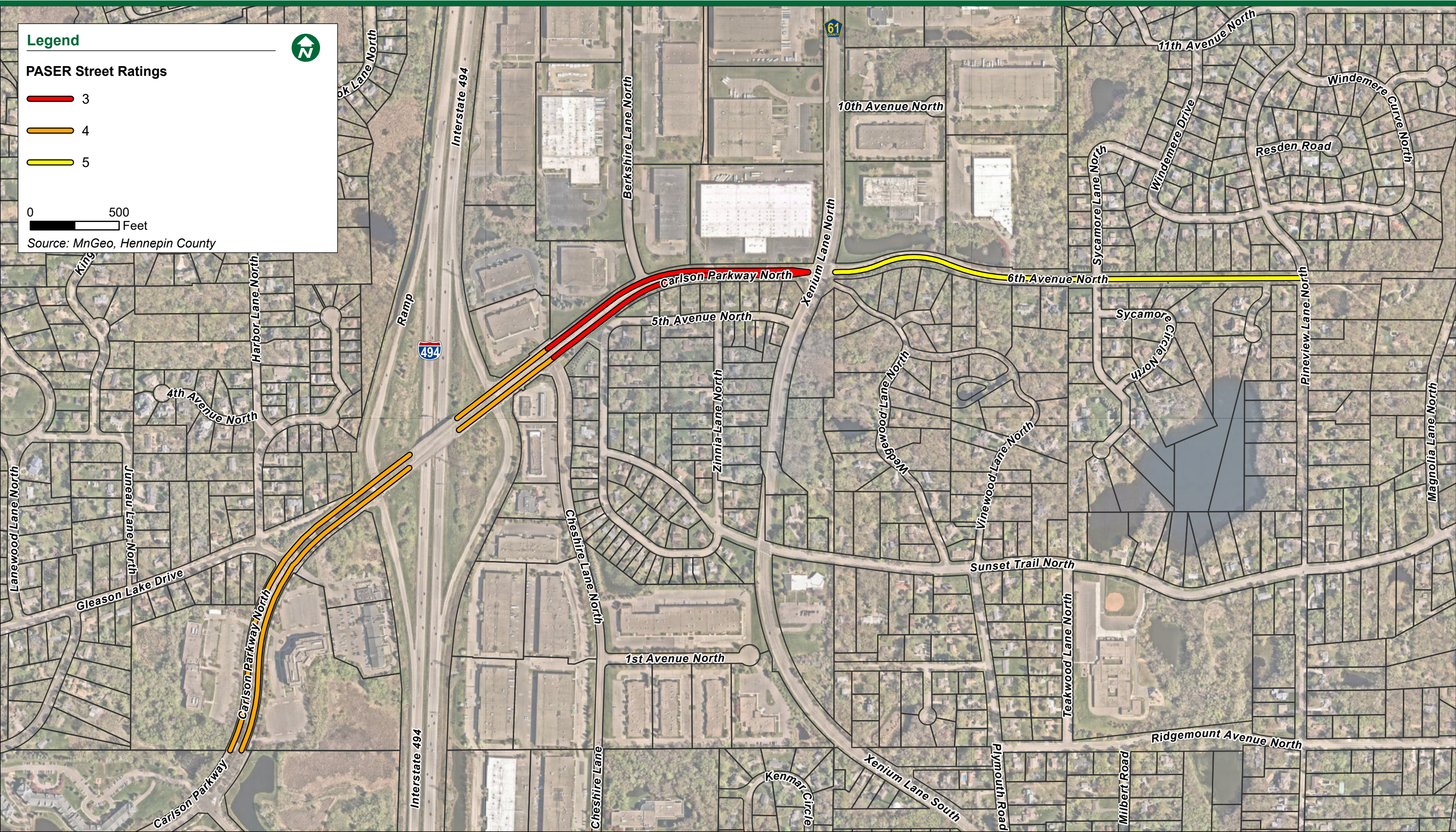












Appendix B: Preliminary Cost Estimate

ENGINEER'S ESTIMATE

2025 STREET REHABILITATION
CITY OF PLYMOUTH
BMI PROJECT NO. 24X.136052.000
CITY PROJECT NO. ST259002

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED UNIT PRICE	TOTAL ESTIMATED QUANTITY	TOTAL ESTIMATED COSTS
Schedule A: Base Bid					
1	MOBILIZATION	LUMP SUM	\$ 300,000.00	1.00	\$ 300,000.00
2	CLEARING	EACH	\$ 1,000.00	12	\$ 12,000.00
3	GRUBBING	EACH	\$ 500.00	12	\$ 6,000.00
4	SALVAGE MAILBOX	EACH	\$ 100.00	103	\$ 10,300.00
5	SALVAGE SIGN PANEL	EACH	\$ 50.00	4	\$ 200.00
6	REMOVE SIGN PANEL	EACH	\$ 50.00	4	\$ 200.00
7	REMOVE GATE VALVE & BOX	EACH	\$ 500.00	13	\$ 6,500.00
8	SALVAGE HYDRANT	EACH	\$ 500.00	2	\$ 1,000.00
9	REMOVE DRAINAGE STRUCTURE	EACH	\$ 500.00	1	\$ 500.00
10	REMOVE SIGN POST	EACH	\$ 50.00	4	\$ 200.00
11	REMOVE WATERMAIN	LIN FT	\$ 20.00	185	\$ 3,700.00
12	REMOVE CURB & GUTTER	LIN FT	\$ 10.00	16960	\$ 169,600.00
13	REMOVE SEWER PIPE (STORM)	LIN FT	\$ 20.00	58	\$ 1,160.00
14	REMOVE CONCRETE WALK/DRIVEWAYS/MEDIANS	SQ YD	\$ 15.00	645	\$ 9,675.00
15	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$ 12.00	1935	\$ 23,220.00
16	RECLAIM BITUMINOUS PAVEMENT (ALL DEPTHS)	SQ YD	\$ 3.00	47940	\$ 143,820.00
17	REMOVE BITUMINOUS WALK/DRIVEWAYS	SQ YD	\$ 10.00	1130	\$ 11,300.00
18	SUBGRADE EXCAVATION	CU YD	\$ 30.00	1730	\$ 51,900.00
19	SUBGRADE PREPARATION (P)	SQ YD	\$ 3.50	46940	\$ 164,290.00
20	AGGREGATE BASE CLASS 5 / RECLAIMED MATERIAL	CU YD	\$ 45.00	2590	\$ 116,550.00
21	CLASS 2 AGGREGATE SURFACING (GRAVEL DRIVEWAY)	TON	\$ 100.00	5	\$ 500.00
22	STABILIZING AGGREGATE (3" MINUS)	TON	\$ 50.00	200	\$ 10,000.00
23	EXPLORATORY EXCAVATION	HOURL	\$ 1,000.00	15	\$ 15,000.00
24	MILL BITUMINOUS SURFACE (2")	SQ YD	\$ 2.00	25825	\$ 51,650.00
25	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$ 5.00	6140	\$ 30,700.00
26	WEARING COURSE SPWEB340B	TON	\$ 100.00	3100	\$ 310,000.00
27	WEARING COURSE SPWEB340C	TON	\$ 105.00	11350	\$ 1,191,750.00
28	NON-WEARING COURSE SPNWB330B	TON	\$ 95.00	4300	\$ 408,500.00
29	BITUMINOUS PATCHING MIXTURE SPWEA340B	TON	\$ 120.00	1350	\$ 162,000.00
30	BITUMINOUS PATCHING SPECIAL SPWEB340B	TON	\$ 125.00	75	\$ 9,375.00
31	3" BITUMINOUS WALK	SQ FT	\$ 4.50	9990	\$ 44,955.00
32	15" RC PIPE SEWER DESIGN 3006 CL V (STORM)	LIN FT	\$ 100.00	60	\$ 6,000.00
33	15" RC APRON	EACH	\$ 2,500.00	1	\$ 2,500.00
34	CONNECT TO EXISTING STORM SEWER (PIPE)	EACH	\$ 1,500.00	3	\$ 4,500.00
35	CONNECT TO EXISTING STORM SEWER (STRUCTURE)	EACH	\$ 2,000.00	1	\$ 2,000.00
36	ADJUST GATE VALVE & BOX	EACH	\$ 250.00	30	\$ 7,500.00
37	HYDRANT	EACH	\$ 6,500.00	3	\$ 19,500.00
38	6" GATE VALVE & BOX	EACH	\$ 3,000.00	3	\$ 9,000.00
39	8" GATE VALVE & BOX	EACH	\$ 3,750.00	3	\$ 11,250.00
40	12" GATE VALVE & BOX	EACH	\$ 5,000.00	2	\$ 10,000.00
41	16" BUTTERFLY VALVE & BOX	EACH	\$ 6,000.00	1	\$ 6,000.00
42	REPAIR WATER VALVE	EACH	\$ 2,750.00	10	\$ 27,500.00
43	REPLACE FITTING BOLTS	EACH	\$ 15.00	175	\$ 2,625.00
44	SALVAGE & INSTALL IRRIGATION HEAD	EACH	\$ 100.00	300	\$ 30,000.00
45	SALVAGE & INSTALL INVISIBLE DOEG FENCE	EACH	\$ 250.00	20	\$ 5,000.00
46	6" PVC C900 WATERMAIN	LIN FT	\$ 70.00	44	\$ 3,080.00
47	8" PVC C900 WATERMAIN	LIN FT	\$ 90.00	55	\$ 4,950.00
48	12" PVC C900 WATERMAIN	LIN FT	\$ 150.00	22	\$ 3,300.00
49	16" PVC C900 WATERMAIN	LIN FT	\$ 180.00	10	\$ 1,800.00
50	HYDRANT EXTENSION	LIN FT	\$ 1,000.00	5	\$ 5,000.00
51	CONNECT TO EXISTING WATERMAIN	EACH	\$ 3,000.00	16	\$ 48,000.00
52	WATERMAIN FITTINGS	POUND	\$ 12.00	1080	\$ 12,960.00
53	CONSTRUCT DRAINAGE STRUCTURE SPECIAL 1 (2' X 3' CATCH BASIN)	EACH	\$ 2,500.00	3	\$ 7,500.00

ENGINEER'S ESTIMATE

2025 STREET REHABILITATION
CITY OF PLYMOUTH
BMI PROJECT NO. 24X.136052.000
CITY PROJECT NO. ST259002

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED UNIT PRICE	TOTAL ESTIMATED QUANTITY	TOTAL ESTIMATED COSTS
54	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48" DIAMETER	EACH	\$ 3,500.00	1	\$ 3,500.00
55	CASTING ASSEMBLY R-3067 (STORM)	EACH	\$ 1,200.00	11	\$ 13,200.00
56	CASTING ASSEMBLY R-1642 (STORM)	EACH	\$ 1,200.00	5	\$ 6,000.00
57	R-3067 ADAPTOR PLATE	EACH	\$ 800.00	6	\$ 4,800.00
58	ADJUST FRAME & RING CASTING (SPECIAL) (STORM)	EACH	\$ 600.00	141	\$ 84,600.00
59	DRAINAGE STRUCTURE CONCRETE GRADE RINGS	EACH	\$ 300.00	20	\$ 6,000.00
60	REPAIR STORM STRUCTURE	EACH	\$ 750.00	46	\$ 34,500.00
61	REBUILD STORM STRUCTURE	LIN FT	\$ 250.00	92	\$ 23,000.00
62	ADJUST CASTING WITH I & I BARRIER (SANITARY)	EACH	\$ 900.00	201	\$ 180,900.00
63	CASTING ASSEMBLY R-1642 (SANITARY)	EACH	\$ 1,500.00	6	\$ 9,000.00
64	RANDOM RIPRAP CL III	CU YD	\$ 150.00	8	\$ 1,200.00
65	6" CONCRETE WALK	SQ FT	\$ 15.00	2455	\$ 36,825.00
66	4" CONCRETE WALK	SQ FT	\$ 12.00	1565	\$ 18,780.00
67	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	\$ 22.00	6420	\$ 141,240.00
68	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	\$ 30.00	7395	\$ 221,850.00
69	CONCRETE CURB & GUTTER DESIGN D412 / SURMOUNTABLE	LIN FT	\$ 25.00	8440	\$ 211,000.00
70	CONCRETE CURB & GUTTER DESIGN SPECIAL 1 (PARKWAY CURB)	LIN FT	\$ 35.00	1060	\$ 37,100.00
71	6" CONCRETE DRIVEWAY	SQ YD	\$ 85.00	30	\$ 2,550.00
72	6" CONCRETE DRIVEWAY SPECIAL (COLORED/STAMPED)	SQ YD	\$ 175.00	50	\$ 8,750.00
73	8" CONCRETE DRIVEWAY	SQ YD	\$ 100.00	90	\$ 9,000.00
74	CONCRETE MEDIAN NOSE	EACH	\$ 1,500.00	11	\$ 16,500.00
75	8" CONCRETE VALLEY GUTTER	SQ YD	\$ 120.00	190	\$ 22,800.00
76	TRUNCATED DOMES	SQ FT	\$ 75.00	388	\$ 29,100.00
77	REINSTALL MAIL BOX AND SUPPORT	EACH	\$ 300.00	3	\$ 900.00
78	TEMPORARY MAILBOX	EACH	\$ 250.00	3	\$ 750.00
79	TRAFFIC CONTROL	LUMP SUM	\$ 75,000.00	1.00	\$ 75,000.00
80	PORTABLE CHANGEABLE MESSAGE SIGN	UNIT DAY	\$ 250.00	130	\$ 32,500.00
81	INSTALL SIGN	EACH	\$ 200.00	2	\$ 400.00
82	SIGN PANELS TYPE C	SQ FT	\$ 75.00	63	\$ 4,706.25
83	SIGN POST (2" X 2" GALVANIZED STEEL)	EACH	\$ 200.00	13	\$ 2,600.00
84	CONSTRUCTION SIGN SPECIAL	SQ FT	\$ 30.00	300	\$ 9,000.00
85	EMERGENCY VEHICLE PREEMPTION SYSTEM A (GLEASON LK DR)	LUMP SUM	\$ 7,500.00	1.00	\$ 7,500.00
86	EMERGENCY VEHICLE PREEMPTION SYSTEM B (CHESHIRE LN)	LUMP SUM	\$ 7,500.00	1.00	\$ 7,500.00
87	TRAFFIC CONTROL SIGNAL SYSTEM A (GLEASON LK DR)	SYSTEM	\$ 350,000.00	1.00	\$ 350,000.00
88	TRAFFIC CONTROL SIGNAL SYSTEM B (CHESHIRE LN)	SYSTEM	\$ 350,000.00	1.00	\$ 350,000.00
89	REVISE SIGNAL SYSTEM C (WB 494)	SYSTEM	\$ 25,000.00	1.00	\$ 25,000.00
90	REVISE SIGNAL SYSTEM D (EB 494)	SYSTEM	\$ 25,000.00	1.00	\$ 25,000.00
91	STABILIZED CONSTRUCTION EXIT	LUMP SUM	\$ 5,000.00	1.00	\$ 5,000.00
92	STORM DRAIN INLET PROTECTION	EACH	\$ 250.00	155	\$ 38,750.00
93	SILT FENCE, TYPE MS	LIN FT	\$ 5.00	1700	\$ 8,500.00
94	COMMON TOPSOIL BORROW (LV) (6")	CU YD	\$ 35.00	1300	\$ 45,500.00
95	SEED MIXTURE 25-131	POUND	\$ 15.00	350	\$ 5,250.00
96	SEED MIXTURE 33-261	POUND	\$ 30.00	50	\$ 1,500.00
97	FERTILIZER TYPE 3	POUND	\$ 5.00	640	\$ 3,200.00
98	HYDRAULIC MULCH MATRIX	SQ YD	\$ 3.00	9725	\$ 29,175.00
99	4" SOLID LINE MULTI-COMPONENT	LIN FT	\$ 1.00	9875	\$ 9,875.00
100	8" SOLID LINE MULTI-COMPONENT	LIN FT	\$ 1.50	2300	\$ 3,450.00
101	4" BROKEN LINE MULTI-COMPONENT	LIN FT	\$ 1.50	1685	\$ 2,527.50
102	8" DOTTED LINE MULTI-COMPONENT	LIN FT	\$ 1.25	200	\$ 250.00
103	4" DOUBLE SOLID LINE MULTI-COMPONENT	LIN FT	\$ 1.50	6695	\$ 10,042.50
104	24" SOLID LINE PREFORM THERMOPLASTIC GROUND IN	LIN FT	\$ 60.00	175	\$ 10,500.00
105	PAVEMENT MESSAGE PREFORM THERMOPLASTIC GROUND IN	SQ FT	\$ 25.00	550	\$ 13,750.00
106	CROSSWALK PREFORM THERMOPLASTIC GROUND IN	SQ FT	\$ 12.00	2180	\$ 26,160.00
Schedule A Total					\$ 5,722,991.25

ENGINEER'S ESTIMATE

2025 STREET REHABILITATION
CITY OF PLYMOUTH
BMI PROJECT NO. 24X.136052.000
CITY PROJECT NO. ST259002

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED UNIT PRICE	TOTAL ESTIMATED QUANTITY	TOTAL ESTIMATED COSTS
Schedule B: City of Plymouth					
1	PAVING EQUIPMENT (CITY)	LUMP SUM	\$ 19,300.00	1.00	\$ 19,300.00
2	MILL TEETH	LUMP SUM	\$ 13,900.00	1.00	\$ 13,900.00
3	RENTAL EQUIPMENT (ROLLER)	EACH	\$ 9,500.00	2.00	\$ 19,000.00
4	TRUCK COSTS	LUMP SUM	\$ 16,200.00	1.00	\$ 16,200.00
5	ASPHALT SPWEB340B	TON	\$ 67.65	7995	\$ 540,861.75
6	TACK COAT	GAL	\$ 4.00	5060	\$ 20,240.00
7	LEVELING COURSE MIXTURE	TON	\$ 67.00	30	\$ 2,010.00
8	BITUMINOUS PATCHING MIXTURE	TON	\$ 67.00	30	\$ 2,010.00
9	RISERS (MANHOLE)	EACH	\$ 181.00	12	\$ 2,172.00
10	RISERS (GATE VALVE)	EACH	\$ 57.00	12	\$ 684.00
11	ADJUST GATE VALVE & BOX	LUMP SUM	\$ 2,000.00	1.00	\$ 2,000.00
12	PERSONNEL	LUMP SUM	\$ 56,800.00	1.00	\$ 56,800.00
Schedule B Total					\$ 695,177.75
TOTAL CONSTRUCTION COST					\$ 6,418,169.00
CONTINGENCIES					\$ 321,831.00
DESIGN, ADMINISTRATION & CONSTRUCTION ENGINEERING					\$ 702,000.00
TOTAL PROJECT COST					\$ 7,442,000.00

Appendix C: Preliminary Assessment Roll & Assessment Property Map

PRELIMINARY ASSESSMENT ROLL

2025 STREET REHABILITATION

CITY OF PLYMOUTH

CITY PROJECT NO. ST259002

BMI PROJECT NO. 24X.136052.000

PID	PROPERTY ADDRESS	PROPERTY OWNER	
CARLSON PARKWAY/6TH AVENUE			
33-118-22 44 0031	1 CARLSON PKWY N	ONE TWO HOLDING LLC	C/O TONKAWA INC
33-118-22 44 0032	220 CARLSON PKWY N	BRICKSTONE ENTERPRISES LLC	
33-118-22 44 0037	210 CARLSON PKWY N	PLYMOUTH COMMERCIAL LLC	
33-118-22 44 0038	2 CARLSON PKWY N	ONE TWO HOLDING LLC	C/O TONKAWA INC
34-118-22 13 0013	13200 6TH AVE N	MIKI HOLDING INC	
34-118-22 13 0015	13300 6TH AVE N	SHAFFER FAMILY LTD PARTNERS	
34-118-22 23 0031	14100 CARLSON PKWY N	DOMAIN 14100 CARLSON PKYLLC	
34-118-22 24 0005	625 XENIUM LA N	OLYMPIC STEEL MPLS INC	ATTN CHIEF FINANCIAL OFFICER
34-118-22 32 0029	14000 CARLSON PKWY N	DELANO HOLDINGS LLC	ATTN PAUL KADUE
34-118-22 41 0013	525 PINEVIEW LA N	ZACHARY A COLBURN	LISA COLBURN
34-118-22 42 0056	13115 6TH AVE N	OLGA ZAMSARSKAJA	YEVGENIY ISAKOV
34-118-22 42 0057	13105 6TH AVE N	DAREN D SCHWALM	
34-118-22 42 0060	13225 6TH AVE N	NFORSI MOUTCHIA	JESSICA MOUTCHIA
MISSION NEIGHBORHOOD			
14-118-22 13 0062	11841 OLD ROCKFORD RD	MISSION OAKS LIM PRTRNSHIP	C/O METES & BOUNDS MGMT
14-118-22 41 0003	11440 39TH AVE N	DANIEL J & MAUREEN R FEELY	
14-118-22 41 0004	11430 39TH AVE N	MICHAEL D PETERSON	
14-118-22 41 0005	11420 39TH AVE N	DOUGLAS HARBER	
14-118-22 41 0006	11410 39TH AVE N	EARL TIMOTHY KORHONEN	JOAN GWENDOLYN KORHONEN
14-118-22 41 0007	11400 39TH AVE N	ROGER P SCHLUESSEL	SUSAN M SCHLUESSEL
14-118-22 41 0008	3800 DEERWOOD LA N	JAMES E & LOUIVA D PUFFER	
14-118-22 41 0009	3810 DEERWOOD LA N	TRYGVE & MOLLY NYSTUEN	
14-118-22 41 0010	11505 39TH AVE N	D R O'BRIEN & L P O'BRIEN	
14-118-22 41 0011	11425 39TH AVE N	ERIC J WEISS & JONI R WEISS	
14-118-22 41 0012	11415 39TH AVE N	DAVID SCHLAIFER	
14-118-22 41 0013	11405 39TH AVE N	JON LAMOREUX	
14-118-22 41 0016	11340 39TH AVE N	HPA US1 LLC	
14-118-22 41 0017	11330 39TH AVE N	BRYAN CHRISTOPHER PLUCAR	GWENDOLYN RACHEL PLUCAR
14-118-22 41 0018	11320 39TH AVE N	JAMES & CONSTANCE ECKERT	
14-118-22 41 0019	11310 39TH AVE N	KIMBERLY A BEYER	
14-118-22 41 0020	3905 BALSAM LA N	JODY FRISK	
14-118-22 41 0021	3915 BALSAM LA N	STEVEN M DJERF	
14-118-22 41 0022	3925 BALSAM LA N	JUDITH A & ROBERT J KAISER	
14-118-22 41 0023	3935 BALSAM LA N	DUANE & JANET BOSCH	
14-118-22 41 0024	3950 BALSAM LA N	AMY L TEARE	
14-118-22 41 0025	3940 BALSAM LA N	MARK D & TRACI R GAUER	
14-118-22 41 0026	3930 BALSAM LA N	BRUCE A PETERSON	
14-118-22 41 0027	3920 BALSAM LA N	LEO C J CAMERON	MEGAN JOY CAMERON
14-118-22 41 0028	3910 BALSAM LA N	TOBIN M & PATRICIA K BAKER	
14-118-22 41 0029	11335 39TH AVE N	PATRICK & SUSAN BRANYON	
14-118-22 41 0030	11325 39TH AVE N	MARJORIE A DUPUIS	
14-118-22 41 0031	11315 39TH AVE N	AARON LUND & MELISSA LUND	
14-118-22 41 0032	40 ADDRESS UNASSIGNED	CITY OF PLYMOUTH	
14-118-22 41 0035	4015 COTTONWOOD LA N	MITCHELL S WHITING	MELISSA A WHITING
14-118-22 41 0036	4025 COTTONWOOD LA N	MARK W & BARBARA A HAMPEL	
14-118-22 41 0037	4035 COTTONWOOD LA N	LYDIA KIRCHIN ANDERSEN	ERIC MICHAEL ANDERSEN
14-118-22 41 0038	4030 COTTONWOOD LA N	EVAN COIL & HANNAH COIL	
14-118-22 41 0039	4020 COTTONWOOD LA N	DANIEL JASPER	
14-118-22 41 0040	4010 COTTONWOOD LA N	PAUL D & LOUISE C MASON	
14-118-22 41 0041	11340 40TH AVE N	JERRY & ELIZABETH MLEKODAY	
14-118-22 41 0042	11320 40TH AVE N	BARBARA HALBAKKEN	
14-118-22 41 0043	11280 40TH AVE N	BENJAMIN K ELLER	LAUREN C ELLER

PRELIMINARY ASSESSMENT ROLL

2025 STREET REHABILITATION

CITY OF PLYMOUTH

CITY PROJECT NO. ST259002

BMI PROJECT NO. 24X.136052.000

PID	PROPERTY ADDRESS	PROPERTY OWNER	
14-118-22 41 0044	11260 40TH AVE N	JEREMY A & LISA M JOHNSON	
14-118-22 41 0045	11240 40TH AVE N	REBECCA JUNCKER	
14-118-22 41 0046	11220 40TH AVE N	JAMES P CARNEY LIV TRUST	C/O JAMES P CARNEY
14-118-22 41 0047	11160 40TH AVE N	LYNN M HERMANEK REVOC TRUST	LYNN M HERMANEK
14-118-22 41 0048	11140 40TH AVE N	DENISS PULEMJOTOV	JESSICA R PULEMJOTOV
14-118-22 41 0049	11120 40TH AVE N	KONSTANTIN V KOLSENIKOV	STEFNY L KOLESNIKOV
14-118-22 41 0050	11335 40TH AVE N	ROBERT MACNAMARA	LAURA ASHLEY BAYSINGER
14-118-22 41 0051	11325 40TH AVE N	WILLIBALD M LINDL	JEAN M LINDL
14-118-22 41 0052	11315 40TH AVE N	ALINE B FAVILLA	
14-118-22 41 0053	3985 BALSAM LA N	PAUL M & JENNIFER L ROTH	
14-118-22 41 0054	3975 BALSAM LA N	ARTHUR B ZENZEN	
14-118-22 41 0055	3965 BALSAM LA N	ELIZABETH TUYET HA SPARBY	MATTHEW ALAN SPARBY
14-118-22 41 0056	3960 BALSAM LA N	VANESSA R ZUROSKI	ERIK M ZUROSKI
14-118-22 41 0057	3970 BALSAM LA N	ALEX LOOSBROCK	TANYA LOOSBROCK
14-118-22 41 0058	3980 BALSAM LA N	SHWETA GODSE	CHARLES ALVINO
14-118-22 41 0059	3985 ARROWOOD LA N	GARY & DAYNA HUNT	
14-118-22 41 0060	3975 ARROWOOD LA N	ERIC A & GRACE WARE	
14-118-22 41 0061	3965 ARROWOOD LA N	CHARLES K DIXON	MICHAELA R DIXON
14-118-22 41 0062	3955 ARROWOOD LA N	BRUCE R & JULIEANNE S HJERPE	
14-118-22 41 0063	3960 ARROWOOD LA N	MATTHEW PFENNING	
14-118-22 41 0064	3970 ARROWOOD LA N	VENAH OMWANGE	
14-118-22 41 0065	3980 ARROWOOD LA N	STEVEN J & EVELYN F COUTURE	
14-118-22 41 0067	40 ADDRESS UNASSIGNED	CITY OF PLYMOUTH	
14-118-22 41 0069	11430 40TH AVE N	JONATHAN M HANNA	
14-118-22 41 0070	11420 40TH AVE N	BRIAN CONROY	
14-118-22 41 0071	11410 40TH AVE N	S E SHAPIRO & D L SHAPIRO	
14-118-22 41 0072	11400 40TH AVE N	ROBERT & MARY HARTNETT	
14-118-22 41 0073	11445 40TH AVE N	ANDREW SADIQ ISAHAQ	
14-118-22 41 0074	11435 40TH AVE N	DAVID & MARY SLACK	
14-118-22 41 0075	11425 40TH AVE N	RICHARD A THULEEN	
14-118-22 41 0076	11415 40TH AVE N	KARI A FAIRBANKS	
14-118-22 41 0077	11405 40TH AVE N	FREDERICK & ROBIN NYQUIST	
14-118-22 41 0078	11345 40TH AVE N	DIRAAR CHIMA JEFFERSON	BRITNEY PARKER
14-118-22 41 0080	11440 41ST AVE N	ANTHONY & JOYCE DEMATTHEW	
14-118-22 41 0081	11430 41ST AVE N	LEEANN B WILLIAMS-SIFFERLE	SCOTT ALAN SIFFERLE
14-118-22 41 0082	11425 41ST AVE N	GARY & LISA HORNER	
14-118-22 41 0083	11435 41ST AVE N	PETER MAHIN	
14-118-22 42 0004	11550 39TH AVE N	JENNIFER ELSTON	
14-118-22 42 0005	11540 39TH AVE N	LARRY A BORLAUG	LINDA M BORLAUG
14-118-22 42 0006	11530 39TH AVE N	MILTON ALBERS	
14-118-22 42 0007	11520 39TH AVE N	BRENDA M DOMINGUES	
14-118-22 42 0008	11510 39TH AVE N	PAMELA & WESLY SYVERSON	
14-118-22 42 0009	11500 39TH AVE N	JAY C MANSKE	
14-118-22 42 0010	3820 EVERGREEN LA N	ELIZABETH L TURNER	
14-118-22 42 0011	11545 39TH AVE N	P LOUIS MICHELICH	
14-118-22 42 0012	3825 DEERWOOD LA N	DON J & R M FAYE	
14-118-22 42 0013	3815 DEERWOOD LA N	KEVIN MCMAHON	ADRIENNE MCMAHON
14-118-22 42 0014	3805 DEERWOOD LA N	SARAH MARIE FROHMAN	BRUCE EDWARD FROHMAN
14-118-22 42 0015	3820 DEERWOOD LA N	JAVON A CLEVELAND	ANGELIQUE P SAYERS
14-118-22 42 0016	4005 FORESTVIEW LA N	JENNIFER LEE GOETZ	
14-118-22 42 0017	4015 FORESTVIEW LA N	G DIANE DICKMEYER	
14-118-22 42 0018	4020 FORESTVIEW LA N	M E & W H CRESWELL III	
14-118-22 42 0019	4010 FORESTVIEW LA N	BRUCE E & MARY R MANTHEY	

PRELIMINARY ASSESSMENT ROLL

2025 STREET REHABILITATION

CITY OF PLYMOUTH

CITY PROJECT NO. ST259002

BMI PROJECT NO. 24X.136052.000

PID	PROPERTY ADDRESS	PROPERTY OWNER
14-118-22 42 0020	4000 FORESTVIEW LA N	MATTHEW & BETH KEMMETMUELLER
14-118-22 42 0021	4005 EVERGREEN LA N	JUDITH A FRANKS
14-118-22 42 0022	11510 40TH AVE N	JOSEPH HAYES & COLETTE OLSON
14-118-22 42 0023	11500 40TH AVE N	JAMES G & RUTH A BUEZIS
14-118-22 42 0024	11605 40TH AVE N	DAVID J/MARGARET A ANDERSEN
14-118-22 42 0025	11535 40TH AVE N	BRIAN L & PAMELA K RICKERS
14-118-22 42 0026	11525 40TH AVE N	THOMAS R BOATMAN TERESA ARGO BOATMAN
14-118-22 42 0027	11515 40TH AVE N	NICHOLAS & TARA SOWKA
14-118-22 42 0028	11505 40TH AVE N	DANIEL HOCKERT HAI TUYEN NGUYEN HOCKERT
14-118-22 42 0033	11630 41ST AVE N	RICHARD J REED/SHARON K REED
14-118-22 42 0034	11620 41ST AVE N	NATHANIEL ROPES ALEXANDRA MARTINEZ-ROPES
14-118-22 42 0035	11610 41ST AVE N	HOI TRONG TRAN PHUNG THI BICH LE
14-118-22 42 0036	11600 41ST AVE N	JAMES E DUCHARME BONNIE L CHALMERS DUCHARME
14-118-22 42 0037	11520 41ST AVE N	RACHELLE M TOWERS
14-118-22 42 0038	11510 41ST AVE N	THOMAS L & SHARON M DEAN
14-118-22 42 0039	11500 41ST AVE N	TIMOTHY LIJEWSKI
14-118-22 42 0040	11445 41ST AVE N	RICHARD C SHAMBLOTT
14-118-22 42 0041	11505 41ST AVE N	DANT GERALYN CORCORAN
14-118-22 42 0042	11515 41ST AVE N	MARK J FLEIGLE CONNIE A FLEIGLE
14-118-22 42 0043	4010 EVERGREEN LA N	OLUSEGUN BALOGUN SARA BEILSKI
14-118-22 42 0044	11725 41ST AVE N	POLLY R KELLY
14-118-22 42 0045	11715 41ST AVE N	CASEY EHRENBERG REBECCA EHRENBERG
14-118-22 42 0046	11705 41ST AVE N	STEVEN T & LISA D WILLETTE
14-118-22 42 0047	11635 41ST AVE N	JEFFREY R KOSEL & SARA KOSEL
14-118-22 42 0048	11625 41ST AVE N	RICHARD A PEDERSEN
14-118-22 42 0049	11615 41ST AVE N	PARK LOK WONG
14-118-22 42 0050	11605 41ST AVE N	ARNE L EKSTROM
14-118-22 42 0051	4015 EVERGREEN LA N	DAVISON C/ANDREA F NAGLE
14-118-22 42 0072	11790 40TH PL N	AARON HARTMAN WALLA ELIZABETH MARIE WALLA
14-118-22 42 0073	11780 40TH PL N	MATTHEW PRICE/JOLEEN PRICE
14-118-22 42 0074	11770 40TH PL N	KATHRYN GRANDBOIS PHILLIP SCHRUPP
14-118-22 42 0075	11775 40TH PL N	ANDREA MCVAY & JASON C MCVAY
14-118-22 42 0076	11785 40TH PL N	JULIE & GREGORY WILLIAMS
14-118-22 42 0077	4070 GOLDENROD LA N	SAMUEL D FINE
14-118-22 42 0078	4060 GOLDENROD LA N	STEPHEN & BELINDA EVANS
14-118-22 42 0079	4050 GOLDENROD LA N	IRREVOCABLE SPECIAL NEEDS TR
14-118-22 42 0080	11710 40TH AVE N	GERALD J & PRISCILLA BORMANN
14-118-22 42 0081	11640 40TH AVE N	JOHN A/ELIZABETH M SCHELDROP
14-118-22 42 0082	11630 40TH AVE N	SHAUN LESCH
14-118-22 42 0083	11620 40TH AVE N	DANNIELLA MORTEZAE
14-118-22 42 0084	4095 GOLDENROD LA N	DANIEL S REED JENNY C REED
14-118-22 42 0085	4085 GOLDENROD LA N	EDWARD J & PEGGY A EIFERT
14-118-22 42 0086	4075 GOLDENROD LA N	FENGYI DENG & MEGAN DENG
14-118-22 42 0087	4065 GOLDENROD LA N	WILLIAM PULLMAN ROSLYN PULLMAN
14-118-22 42 0088	4055 GOLDENROD LA N	RYAN & MEGAN ANDORFER
14-118-22 42 0089	4045 GOLDENROD LA N	DAVID COOK & ROSEMARY COOK
14-118-22 42 0090	11615 40TH AVE N	JAMES M & NANCY R DEVINE
14-118-22 42 0091	11625 40TH AVE N	THOMAS & SHERRY EWERT
14-118-22 42 0092	11635 40TH AVE N	CHRISTOPHER J MCGINLEY JODY L MCGINLEY
14-118-22 42 0093	11725 40TH AVE N	PAUL MCGINTY & SUE MCGINTY
14-118-22 42 0094	11715 40TH AVE N	GREGORY C & BETH A UDELHOVEN
14-118-22 42 0095	3925 EVERGREEN LA N	GREGORY E & CONNIE L KORSTAD
14-118-22 42 0096	3915 EVERGREEN LA N	DAVID W CLYNE

PRELIMINARY ASSESSMENT ROLL

2025 STREET REHABILITATION

CITY OF PLYMOUTH

CITY PROJECT NO. ST259002

BMI PROJECT NO. 24X.136052.000

PID	PROPERTY ADDRESS	PROPERTY OWNER
14-118-22 42 0097	3905 EVERGREEN LA N	GORDON & RUTH ROBERTSON
14-118-22 42 0099	11850 41ST AVE N	MARK & BARBARA BELTRAND
14-118-22 42 0100	11840 41ST AVE N	ALEXANDER FIKSEL ELENA BREYTER
14-118-22 42 0101	11830 41ST AVE N	M P CAMPION & A M CAMPION
14-118-22 42 0102	11820 41ST AVE N	MATTHEW LOUIS KENNEDY KAREN HOEG KENNEDY
14-118-22 42 0103	11700 41ST AVE N	MARK S & LORI V SHOEMAKER
14-118-22 43 0001	3815 EVERGREEN LA N	DAVID & KATHY EVERSON
14-118-22 43 0002	3805 EVERGREEN LA N	STUART & ROBERTA PINSKY
14-118-22 43 0003	3775 EVERGREEN LA N	SUSAN DOMBROSKE
14-118-22 43 0004	3765 EVERGREEN LA N	JOHN T & BARBARA B JOYCE
14-118-22 43 0005	11530 38TH AVE N	THEODORE AND MARY PESTEL
14-118-22 43 0006	11520 38TH AVE N	ROBERT O SORENSON
14-118-22 43 0007	11510 38TH AVE N	BURTON E GRAN
14-118-22 43 0008	11500 38TH AVE N	PAUL G WHITENACK RHONDA V WHITENACK
14-118-22 43 0009	11505 38TH AVE N	BENJAMIN SLUZEWski HEIDI ELLEN SLUZEWski
14-118-22 43 0010	11515 38TH AVE N	COLIN J ALWORTH KAREN J LARSEN
14-118-22 43 0011	11525 38TH AVE N	DAVID LOEW
14-118-22 43 0012	11535 38TH AVE N	JASON FREED & RACHEL FREED
14-118-22 43 0013	3760 EVERGREEN LA N	SCOTT M LARSON
14-118-22 43 0014	3755 EVERGREEN LA N	PHILIP HENRY & MOLLY HENRY
14-118-22 43 0015	3745 EVERGREEN LA N	KRAIG KOEP NICOLE D BEHM-KOEP
14-118-22 43 0016	11600 37TH PL N	MARTIN MCGRAW
14-118-22 43 0017	11610 37TH PL N	JOHN P LUTTIO/JOAN M LUTTIO
14-118-22 43 0018	11625 37TH PL N	BRIAN F & SUSAN B WILCOX
14-118-22 43 0019	11615 37TH PL N	CALVIN P VERLETTE BLANCA E VERLETTE
14-118-22 43 0020	3725 EVERGREEN LA N	MICHAEL J BROSEAU
14-118-22 43 0021	3715 EVERGREEN LA N	DARRICK A MACK
14-118-22 43 0022	3705 EVERGREEN LA N	NANCY L HNATH
14-118-22 43 0023	3635 EVERGREEN LA N	ANDREW J KIMMEL MELISSA J KIMMEL
14-118-22 43 0024	11500 37TH AVE N	CHARLES H GOLDMAN
14-118-22 43 0025	11510 37TH AVE N	CHRIS BYRON
14-118-22 43 0026	11520 37TH AVE N	D M & M M LAGERMEIER
14-118-22 43 0027	11600 37TH AVE N	K L GRAHAM & B K HARRINGTON
14-118-22 43 0028	11620 37TH AVE N	PAUL & NANCY REBEHN
14-118-22 43 0029	11630 37TH AVE N	JODI L WINBERG
14-118-22 43 0030	11635 37TH AVE N	MATTHEW J LIEN KAYLEY L LIEN
14-118-22 43 0031	11625 37TH AVE N	DAVID L WORRELL
14-118-22 43 0032	11615 37TH AVE N	SHEILA THORSTENSON TAD THORSTENSON
14-118-22 43 0033	11605 37TH AVE N	ROBERT L PORTER COLLEEN Q PORTER
14-118-22 43 0034	11525 37TH AVE N	JENS WENCKER & KATIE WENCKER
14-118-22 43 0035	11515 37TH AVE N	B J BAKER/L S MOMMSEN-BAKER
14-118-22 43 0036	11505 37TH AVE N	RICK BARRON & LEA BARRON
14-118-22 43 0037	3750 EVERGREEN LA N	RYAN N LOECK
14-118-22 43 0038	3740 EVERGREEN LA N	LARRY J MYERS
14-118-22 43 0039	3730 EVERGREEN LA N	NANCY SCHWARTZ
14-118-22 43 0040	3720 EVERGREEN LA N	CRAIG C & KRISTIN K CANNY
14-118-22 43 0041	3710 EVERGREEN LA N	PATRICK D MCCARTHY LISA J TRACHSEL
14-118-22 43 0044	3800 FORESTVIEW LA N	MARY ANN CAMERON
14-118-22 43 0045	3810 FORESTVIEW LA N	ROBERT J & SANDRA J ERICKSON
14-118-22 43 0046	3820 FORESTVIEW LA N	NORMAN DEATON
14-118-22 43 0047	3825 FORESTVIEW LA N	DAVID C PRIEBE
14-118-22 43 0048	3815 FORESTVIEW LA N	R C & QUEEN S JOHNSON
14-118-22 43 0049	3805 FORESTVIEW LA N	PATRICIA A OLSON

PRELIMINARY ASSESSMENT ROLL

2025 STREET REHABILITATION

CITY OF PLYMOUTH

CITY PROJECT NO. ST259002

BMI PROJECT NO. 24X.136052.000

PID	PROPERTY ADDRESS	PROPERTY OWNER	
14-118-22 43 0050	11720 38TH AVE N	STEPHEN A WILSON	TANNER WILSON
14-118-22 43 0051	11730 38TH AVE N	ANNA L LUNDQUIST	JAMES M LUNDQUIST
14-118-22 43 0052	11740 38TH AVE N	ROBERT K DONLEY	LINDA J DONLEY
14-118-22 43 0053	11750 38TH AVE N	ROBERTA L HOPPE	
14-118-22 43 0054	11755 38TH AVE N	AUGUSTINE T SIERRA II	KATHLEEN N SIERRA
14-118-22 43 0055	11745 38TH AVE N	MICHAEL A DVORAK	
14-118-22 43 0056	11735 38TH AVE N	CHATRU N MOHINANI	
14-118-22 43 0057	11725 38TH AVE N	ISAAC & CAROLYN SHAFER	
14-118-22 43 0058	11715 38TH AVE N	JEAN M MOLL	
14-118-22 43 0059	11705 38TH AVE N	LISA HIMES REV TRUST	
14-118-22 43 0060	3600 FORESTVIEW LA N	WOO JIN LEE	
14-118-22 43 0061	3610 FORESTVIEW LA N	MATHEW EARLES	LESLEY L EARLES
14-118-22 43 0062	3620 FORESTVIEW LA N	NIDA THORSON	JAMISON THORSON
14-118-22 43 0063	3630 FORESTVIEW LA N	GRANT PLENDER & RACHEL KUEHN	
14-118-22 43 0064	3640 FORESTVIEW LA N	PATRICE MARIE HOLTER	
14-118-22 43 0065	3650 FORESTVIEW LA N	MARILYN C THOMPSON	ROBERT D THOMPSON
14-118-22 43 0066	3645 FORESTVIEW LA N	BEN LIAO	
14-118-22 43 0067	11810 36TH AVE N	NICHOLAS MANGAN	MELISSA MANGAN
14-118-22 43 0068	11800 36TH AVE N	BRIAN E NATZEL	
14-118-22 43 0069	3615 FORESTVIEW LA N	ROY C LIANG & MISHA LIANG	
14-118-22 44 0001	11420 37TH AVE N	BRIAN P OLSON & AMANDA OLSON	
14-118-22 44 0002	3615 EVERGREEN LA N	MICHAEL SCHUMACHER	SARA E SLATER
14-118-22 44 0003	3605 EVERGREEN LA N	JOSEPH A GUSTAFSON	SARAH J GUSTAFSON
14-118-22 44 0004	3700 EVERGREEN LA N	EDWIN MCCONNELL	DEBORAH MCCONNELL
14-118-22 44 0005	3640 EVERGREEN LA N	TIMOTHY S ZITUR	LISA TAY-ZITUR
14-118-22 44 0006	3630 EVERGREEN LA N	COLIN NELSON/RACHAEL NELSON	
14-118-22 44 0007	3620 EVERGREEN LA N	JAMES H & GAYLE M RAPOPORT	
14-118-22 44 0008	3610 EVERGREEN LA N	DANIEL R SCHNUETTGEN	
14-118-22 44 0009	3600 EVERGREEN LA N	CHRISTOPHER & REBECCA PASSI	
14-118-22 44 0010	40 ADDRESS UNASSIGNED	CITY OF PLYMOUTH	
14-118-22 44 0012	11100 39TH AVE N	CHARLES E & NANCY E SPEIER	
14-118-22 44 0013	11110 39TH AVE N	HARVEY A HELGEMO	
14-118-22 44 0014	11120 39TH AVE N	ABISAI CASTRO RAMIREZ	KEVIN MERAZ
14-118-22 44 0017	3755 ARROWOOD LA N	DEREK P AXELL	MICHELLE L AXELL
14-118-22 44 0018	3790 ARROWOOD LA N	BRENT JASPERSON	JORDAN JASPERSON
14-118-22 44 0019	3780 ARROWOOD LA N	DAVID B AUSTAD	4190 VINEWOOD LN N
14-118-22 44 0020	3770 ARROWOOD LA N	DARYA DOBRININA	JACOB HINDT
14-118-22 44 0021	3760 ARROWOOD LA N	SHIRLEY A SANKEN	
14-118-22 44 0025	3745 ARROWOOD LA N	KATHY M WISE	
14-118-22 44 0026	3735 ARROWOOD LA N	DMITRIY VECHERKOV	TATYANA VECHERKOVA ET AL
14-118-22 44 0027	3715 ARROWOOD LA N	LS MN LLC	
14-118-22 44 0028	3700 BALSAM LA N	MEGAN WALDSMAYATE	IYOB WALDSMAYATE
14-118-22 44 0029	3710 BALSAM LA N	SYDNEY SAUNDERS	ORMAND SAUNDERS II
14-118-22 44 0030	3720 BALSAM LA N	ASIF ALLY/KAILA JEAN LAUMANN	
14-118-22 44 0031	3730 BALSAM LA N	MICHELLE J & NEIL T HOWE	
14-118-22 44 0032	3740 BALSAM LA N	STEVEN G & PAMELA L LEONARD	
14-118-22 44 0033	3735 BALSAM LA N	DONALD G & ETTA C BERNSTEIN	
14-118-22 44 0034	3725 BALSAM LA N	JOHN J & JOAN E CONNORS	
14-118-22 44 0035	3715 BALSAM LA N	JOEY W SMITH & JODI L FALES	
14-118-22 44 0036	3705 BALSAM LA N	LIANA M LINGOFELT	DANIEL J MATHIESON
14-118-22 44 0037	3700 COTTONWOOD LA N	CHIMIA NWACHUKWU	BETHENY JOHNSON
14-118-22 44 0038	3710 COTTONWOOD LA N	JOHN JAMES POWERS III	
14-118-22 44 0039	3720 COTTONWOOD LA N	MARLO J & JASON C KORBEL	

PRELIMINARY ASSESSMENT ROLL

2025 STREET REHABILITATION

CITY OF PLYMOUTH

CITY PROJECT NO. ST259002

BMI PROJECT NO. 24X.136052.000

PID	PROPERTY ADDRESS	PROPERTY OWNER	
14-118-22 44 0040	3730 COTTONWOOD LA N	JOHN M FRANCIS	MARTHA A FRANCIS
14-118-22 44 0041	3740 COTTONWOOD LA N	ALAN W JOHNSON	
14-118-22 44 0042	3750 COTTONWOOD LA N	SPENCER & ABIGAIL DIEHL	
14-118-22 44 0043	3760 COTTONWOOD LA N	MICAELA KIMBERLY J BOURGEOIS	DEREK T BREDESEN ET AL
14-118-22 44 0044	3770 COTTONWOOD LA N	KATHERINE HIGGINS	
14-118-22 44 0045	3785 COTTONWOOD LA N	JARED SOMMER	STEPHANIE SOMMER
14-118-22 44 0046	3775 COTTONWOOD LA N	DAVE BRINKHAUS & TRISHA REED	
14-118-22 44 0047	3765 COTTONWOOD LA N	ADREAN OSTROVSKY	
14-118-22 44 0048	3755 COTTONWOOD LA N	DANIEL B TOWEY	
14-118-22 44 0049	3745 COTTONWOOD LA N	TERRY H JOHNSON	SHARON L JOHNSON
14-118-22 44 0050	3735 COTTONWOOD LA N	CARA MCLACHLAN	
14-118-22 44 0051	3725 COTTONWOOD LA N	RACHEL R NELSON	JONATHAN L NELSON
14-118-22 44 0052	3715 COTTONWOOD LA N	JOHN D KIGHTLINGER	ANN M KIGHTLINGER
14-118-22 44 0053	3705 COTTONWOOD LA N	ALAN D WESTLUND	DEANNE L WESTLUND
14-118-22 44 0054	3750 ARROWOOD LA N	ERICK ALEJANDRO LEE	ANNA KATHERINE PERSSON
14-118-22 44 0055	3740 ARROWOOD LA N	BRIAN P & MICHELLE K SWAN	
14-118-22 44 0056	3730 ARROWOOD LA N	TOMMY L DOLAN	
14-118-22 44 0057	3720 ARROWOOD LA N	BRETT ARNESON	
14-118-22 44 0058	3710 ARROWOOD LA N	MICHAEL J MONAHAN	
14-118-22 44 0059	3700 ARROWOOD LA N	STEVEN H & LINDA SUE CARVEL	
14-118-22 44 0060	11305 37TH AVE N	DANIEL J WESENBERG	CASSANDRA JO CHRISTENSON
14-118-22 44 0061	11315 37TH AVE N	DENVER FONTAINE	KENDEL LIMMEA FONTAINE ET AL
14-118-22 44 0062	11355 37TH AVE N	SCOT & MOLLY CYBYSKE	
14-118-22 44 0063	11345 37TH AVE N	SCOTT O DELANO	
14-118-22 44 0064	11335 37TH AVE N	MICHAEL RITCHIE BIBELHEIMER	AMBER GAYLE BIBELHEIMER
14-118-22 44 0065	11440 37TH AVE N	CITY OF PLYMOUTH	
14-118-22 44 0069	3775 ARROWOOD LA N	DREW C NEUVILLE	KRISTIN ANNA NEUVILLE ET AL
14-118-22 44 0070	3765 ARROWOOD LA N	DAVID TAPIA & EGGAN TAPIA	
14-118-22 44 0071	3900 BALSAM LA N	ROLAND M MILLER	FRANCIE B FEENEY
14-118-22 44 0072	11305 39TH AVE N	MARK & CAROLE CONFELD	
14-118-22 44 0073	3885 BALSAM LA N	CHARLES G BRUSVEN	
14-118-22 44 0074	3875 BALSAM LA N	SCOTT HOLM-HANSEN	CHERYL HOLM-HANSEN
14-118-22 44 0075	3870 BALSAM LA N	ROBERT BROOKS & LEA HOSLEY	
14-118-22 44 0076	3880 BALSAM LA N	JEFFREY S & TERYL S HYMES	
14-118-22 44 0077	11215 39TH AVE N	GERRIT WILLIAMS	MELINA MEGARIDIS
14-118-22 44 0078	11205 39TH AVE N	JOHN A JOHNSON	
14-118-22 44 0079	11330 36TH PL N	KIRK SOLAND/MICHELLE KALIHHER	
14-118-22 44 0080	11340 36TH PL N	KYLE R KROLL	
14-118-22 44 0081	11350 36TH PL N	MARK & ROBIN J BLOOM	
14-118-22 44 0082	11360 36TH PL N	CAROL A HOGAN	
14-118-22 44 0083	11370 36TH PL N	ASHLEY K REW	
14-118-22 44 0084	11380 36TH PL N	ROBERT J SHORT	DEBORAH K SHORT
14-118-22 44 0085	11390 36TH PL N	MARK FAXVOG	
14-118-22 44 0086	11400 36TH PL N	JOHN A NYBERG	
14-118-22 44 0117	11255 36TH PL N	S W & K H CHESEBROUGH	
14-118-22 44 0118	11245 36TH PL N	THEODORE M SCHULTE	KAREL L SMITH
14-118-22 44 0119	11170 36TH PL N	WILLIAM J & DIANNE R SMITH	
14-118-22 44 0120	11180 36TH PL N	SUSAN M DRAKULIC	
14-118-22 44 0121	11200 36TH PL N	PATRICIA A PRYOR-NOLAN	
14-118-22 44 0122	11210 36TH PL N	TYLER ANDERSEN	
14-118-22 44 0123	11230 36TH PL N	MARILYN A FOSS	
14-118-22 44 0124	11240 36TH PL N	DENNIS A WILLEY	
14-118-22 44 0125	11250 36TH PL N	THOMAS FITZPATRICK	LORENA WINKLEMAN

PRELIMINARY ASSESSMENT ROLL

2025 STREET REHABILITATION

CITY OF PLYMOUTH

CITY PROJECT NO. ST259002

BMI PROJECT NO. 24X.136052.000

PID	PROPERTY ADDRESS	PROPERTY OWNER
14-118-22 44 0126	11260 36TH PL N	SFR II BORROWER 2021-3 LLC
14-118-22 44 0127	11270 36TH PL N	JAMES M & JANET L LASSELL
14-118-22 44 0128	11280 36TH PL N	TRACY A LUNDHAGEN TIMOTHY MICHAEL HARRIS
14-118-22 44 0129	11290 36TH PL N	SAMANTHA M CAMPINS
14-118-22 44 0130	11310 36TH PL N	KELSEY BAUSTIAN DANIEL BAUSTIAN
14-118-22 44 0131	11320 36TH PL N	CARL LINDELL
14-118-22 44 0132	11275 36TH PL N	RICHARD J LINDE
14-118-22 44 0133	11265 36TH PL N	JOANN T STREETER
14-118-22 44 0135	11355 36TH PL N	OLIVIA J PAIKOS
14-118-22 44 0136	11345 36TH PL N	ANTHONY D'AQUISTO KELLY D'AQUISTO
14-118-22 44 0138	40 ADDRESS PENDING	JAMES H CALKINS PAULA B NORDHAM
23-118-22 11 0003	11505 36TH AVE N	HAZELDEN FOUNDATION ATTN VICKIE KELLEY
23-118-22 11 0004	3401 MEDICINE LAKE BLVD E	MISSION FARMS
SEVEN GREENS/SILVERTHORNE NEIGHBORHOOD		
09-118-22 21 0011	40 ADDRESS UNASSIGNED	CITY OF PLYMOUTH
09-118-22 22 0009	15720 52ND AVE N	KELSEY LIEN STUART STEVEN LIEN
09-118-22 22 0011	40 ADDRESS UNASSIGNED	CITY OF PLYMOUTH
09-118-22 22 0012	15710 52ND AVE N	MICHAEL C GOERGEN LORI A GOERGEN
09-118-22 22 0013	5240 TERRACEVIEW LA N	PERRY FEAVEL
09-118-22 22 0014	5230 TERRACEVIEW LA N	PETER SCHNOBRICH ELIZABETH SCHNOBRICH
09-118-22 22 0015	5220 TERRACEVIEW LA N	LARRY ANTON MULDER
09-118-22 22 0016	5210 TERRACEVIEW LA N	BAGIS WAZWAZ & MAALI ASSI
09-118-22 22 0017	5200 TERRACEVIEW LA N	DANIEL A EFRON JENELL MATTHEWS
09-118-22 22 0018	5140 TERRACEVIEW LA N	GRADY DAVIS JR AYANNA K DAVIS
09-118-22 22 0019	5215 TERRACEVIEW LA N	MICHAEL D SEGAL MARLA ABELLS-SEGAL
09-118-22 22 0020	5145 TERRACEVIEW LA N	ANGEL MENDOZA JR ANETA M MENDOZA
09-118-22 22 0021	15700 51ST PL N	JEFFREY A GRAY REBECCA L GRAY
09-118-22 22 0022	15720 51ST PL N	ANTHONY STEVEN MEYER RAEANN CHRISTINE MEYER
09-118-22 22 0023	5150 UPLAND LA N	ALEKSANDR SHNAYDRUK VERA GRIN
09-118-22 22 0024	5200 UPLAND LA N	RANDY A LANTINEN CHRISTINE A LANTINEN
09-118-22 22 0025	5210 UPLAND LA N	ARIF SOMANI & SUKAINA SOMANI
09-118-22 22 0026	15730 52ND AVE N	JUSTIN ELLIS & NOELLE ELLIS
09-118-22 22 0027	15740 52ND AVE N	THOMAS RIPPBERGER BARBARA RIPPBERER
09-118-22 22 0028	15750 52ND AVE N	DAVID M KLEYMAN JODY L KLEYMAN
09-118-22 22 0029	15760 52ND AVE N	PAUL SALMELA ERIKA L SALMELA
09-118-22 22 0030	15770 52ND AVE N	KARNA MARIE KARLSRUD
09-118-22 22 0031	15780 52ND AVE N	SEAN BERNARD MAHONEY
09-118-22 22 0032	5195 UPLAND CT N	RAMBHUPAL REDDY DUPATI JAYANTHI SIDDIREDDY
09-118-22 22 0033	5185 UPLAND CT N	LING LI & JIANMING WU
09-118-22 22 0034	5175 UPLAND CT N	THOMAS M GEHLE ANGELA GEHLE
09-118-22 22 0035	5165 UPLAND CT N	ROGER X CHEN LONGZHU YU
09-118-22 22 0036	5155 UPLAND CT N	MURTI V SALAPAKA
09-118-22 22 0037	5145 UPLAND CT N	JEFFREY BRUCE SANDS RACHEL BLAKESLEY SANDS
09-118-22 22 0038	5135 UPLAND LA N	JOHN E SHAEFFER BRENN A K SHAEFFER
09-118-22 23 0007	5125 UPLAND LA N	DMITRY PHILIPPOV TATSIANA MARSHCHONAK
09-118-22 23 0008	5115 UPLAND LA N	YUXIN FENG & XIAO YAN
09-118-22 23 0009	15800 51ST AVE N	LEE REGENSBURGER
09-118-22 23 0010	15810 51ST AVE N	GREGORY A FRESH AUDREY M SPLINTER-FRESH
09-118-22 23 0011	5120 UPLAND LA N	NELSON & MONICA F MULLER
09-118-22 23 0012	15740 51ST AVE N	STEPHEN L SPEARS DEBRA L SPEARS
09-118-22 23 0013	15730 51ST AVE N	ALAN & CHRISTINE PLUTOWSKI
09-118-22 23 0014	15720 51ST AVE N	ALEXANDRA C WEIST
09-118-22 23 0015	15710 51ST AVE N	WILLIAM J & RHONDA B GARVIS

PRELIMINARY ASSESSMENT ROLL

2025 STREET REHABILITATION

CITY OF PLYMOUTH

CITY PROJECT NO. ST259002

BMI PROJECT NO. 24X.136052.000

PID	PROPERTY ADDRESS	PROPERTY OWNER
09-118-22 23 0016	15700 51ST AVE N	HEIDI L ZIPKIN
09-118-22 23 0017	5100 TERRACEVIEW LA N	TODD J LARSON TERESA A NEWMAN-LARSON
09-118-22 23 0018	15600 51ST AVE N	TODD G SYLVESTER LISA M SYLVESTER
09-118-22 23 0019	15520 51ST AVE N	KRISTI & CHASE LIESER II
09-118-22 23 0020	15510 51ST AVE N	ROY & LAURA WETTERSTROM
09-118-22 23 0021	15500 51ST AVE N	KAREN JEAN FARRELL JACKSON REVOCABLE LIVING TRUST
09-118-22 23 0022	15505 51ST AVE N	ALEXANDER & MAKAYLA MOZEY
09-118-22 23 0023	15515 51ST AVE N	SCOTT BRUGGEMAN
09-118-22 23 0024	15525 51ST AVE N	CHASE MCGRANE & ANNIE PAUL
09-118-22 23 0025	5030 SHENANDOAH LA N	HANNAH R KUHN/MATTHEW R KUHN
09-118-22 23 0026	5020 SHENANDOAH LA N	DANIEL & JAMI MILOW
09-118-22 23 0027	5010 SHENANDOAH LA N	LANCE E & LISA A PITLICK
09-118-22 23 0028	15615 51ST AVE N	LORIE M JACOB
09-118-22 23 0029	15605 51ST AVE N	SCOTT A & RANDI L WINER
09-118-22 23 0030	5035 SHENANDOAH LA N	AMITH K SHETTY SOUMYA NAYAK SHETTY
09-118-22 23 0031	15735 51ST AVE N	SANDHYA R VULUPALA
09-118-22 23 0032	15725 51ST AVE N	SAPTARSHI SEN & APARNA SEN
09-118-22 23 0033	15715 51ST AVE N	JENNIFER WEISSMAN
09-118-22 23 0034	15705 51ST AVE N	KARL M & CARMEN R PEHLER
09-118-22 23 0035	5065 TERRACEVIEW LA N	RORY A LEWIS & SONJA B LEWIS
09-118-22 23 0036	5055 TERRACEVIEW LA N	CAROLYN M HODGSON
09-118-22 23 0037	15805 51ST AVE N	ZAHRA TAFARRODI
09-118-22 23 0038	15838 50TH AVE N	ROBERT J JAKSA SUSAN A JAKSA
09-118-22 23 0039	15834 50TH AVE N	NICKOLAS WILLIAMS
09-118-22 23 0040	15828 50TH AVE N	SUSAN C RHODE
09-118-22 23 0041	15824 50TH AVE N	SUSAN LACH
09-118-22 23 0042	15708 50TH AVE N	CLAY HOES & CHARLOTTE HOES
09-118-22 23 0043	5005 TERRACEVIEW LA N	FABRIZIO GHIRARDELLO SILVA KELI C GASQUES GHIRARDELLO
09-118-22 23 0044	5015 TERRACEVIEW LA N	MEIK & VERA SPANOWSKY
09-118-22 23 0045	5025 TERRACEVIEW LA N	ALEXANDER NEISEN AUGUSTA NEISEN
09-118-22 23 0046	5035 TERRACEVIEW LA N	ANDREW BUDISH & JILL BUDISH
09-118-22 23 0047	5045 TERRACEVIEW LA N	JAGNOOR SINGH & TWILA SINGH
09-118-22 23 0048	15844 50TH AVE N	DAVID A WILLIS
09-118-22 23 0049	15848 50TH AVE N	JENNIFER JO COLVIN
09-118-22 23 0050	15857 50TH AVE N	MARK A BILLMAN LISA J MCSPARRON BILLMAN
09-118-22 23 0051	15853 50TH AVE N	MARK H BOOK & SHELLY M BOOK
09-118-22 23 0052	15847 50TH AVE N	MAREN L DAHL/HOWARD C DAHL
09-118-22 23 0053	15843 50TH AVE N	BHARGAV DOWLURU GAYATHRI DEVI RACHINAYANI
09-118-22 23 0054	15837 50TH AVE N	TING NI CHEN
09-118-22 23 0055	15833 50TH AVE N	FREDERICK IKUGBAGBE
09-118-22 23 0056	15823 50TH AVE N	TAMMY M ROBBINS STEVEN J LARSON
09-118-22 23 0057	15817 50TH AVE N	ANN SANCHIS JORDI SANCHIS SANCHEZ
09-118-22 23 0058	15813 50TH AVE N	DAVID GRIGORYAN MARIAM KOCHARIAN
09-118-22 23 0059	15807 50TH AVE N	SAMIRKUMAR KACHHADIA DIVYA KACHHADIA
09-118-22 23 0060	15803 50TH AVE N	MANISH K SINGH & MANJU SINGH
09-118-22 23 0061	15737 50TH AVE N	CECELIA LAUERMANN
09-118-22 23 0062	15733 50TH AVE N	HASEENA HALFAL GHAZANFAR HALFAL
09-118-22 23 0063	15727 50TH AVE N	JON L CHERNEY JULIANNE YEAZLE CHERNEY
09-118-22 23 0064	15723 50TH AVE N	CONNIE SCHOO STEVEN SCHOO
09-118-22 23 0065	15717 50TH AVE N	CRAIG FRIEDHOFF
09-118-22 23 0066	15713 50TH AVE N	MUZAFFAR ALI RAZVI MIR RANA RAZVI
09-118-22 23 0067	15707 50TH AVE N	GREG A JOHNSON
09-118-22 23 0068	15703 50TH AVE N	ROBERT CLARKE/DIANE KESSLER

PRELIMINARY ASSESSMENT ROLL

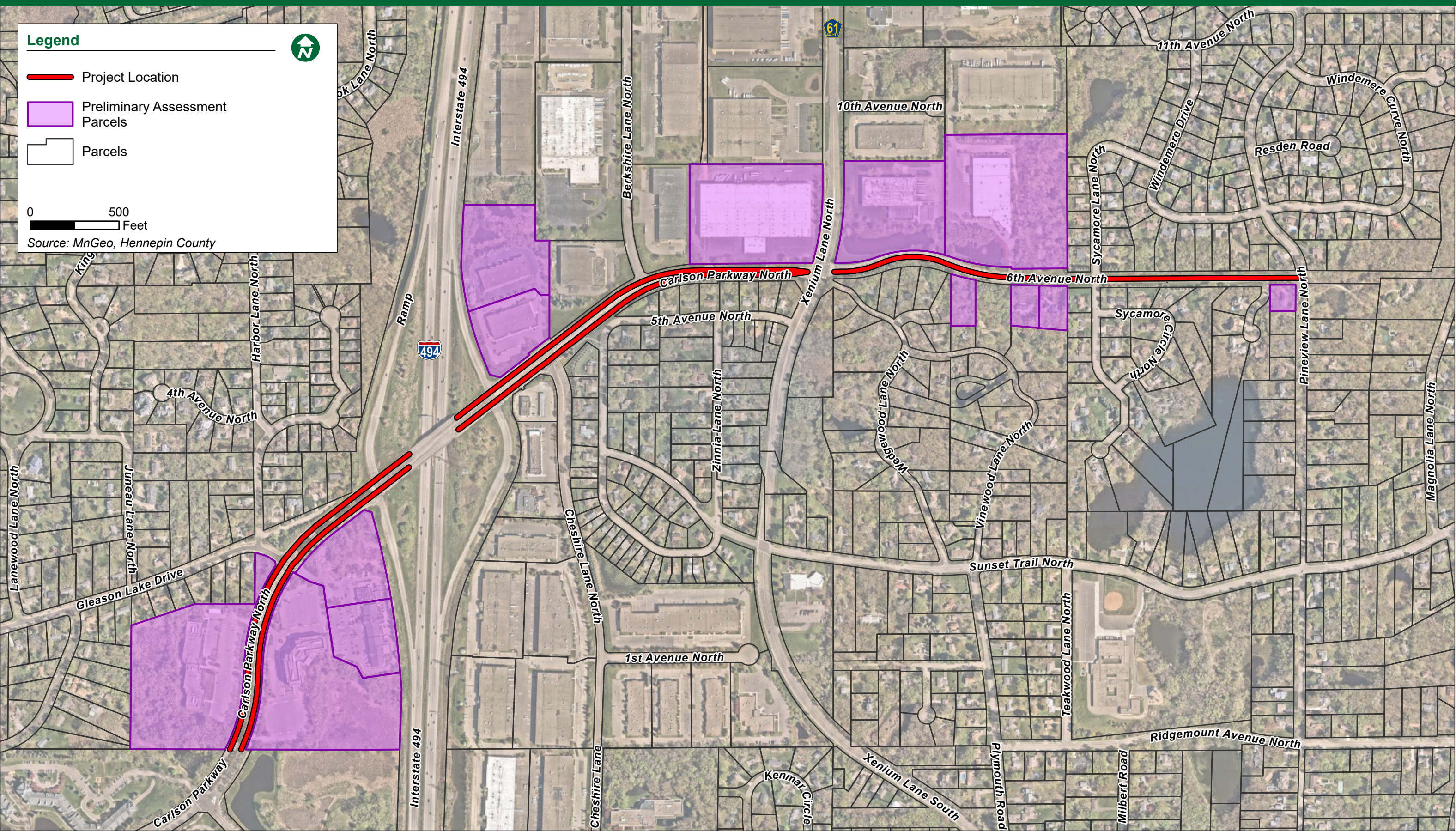
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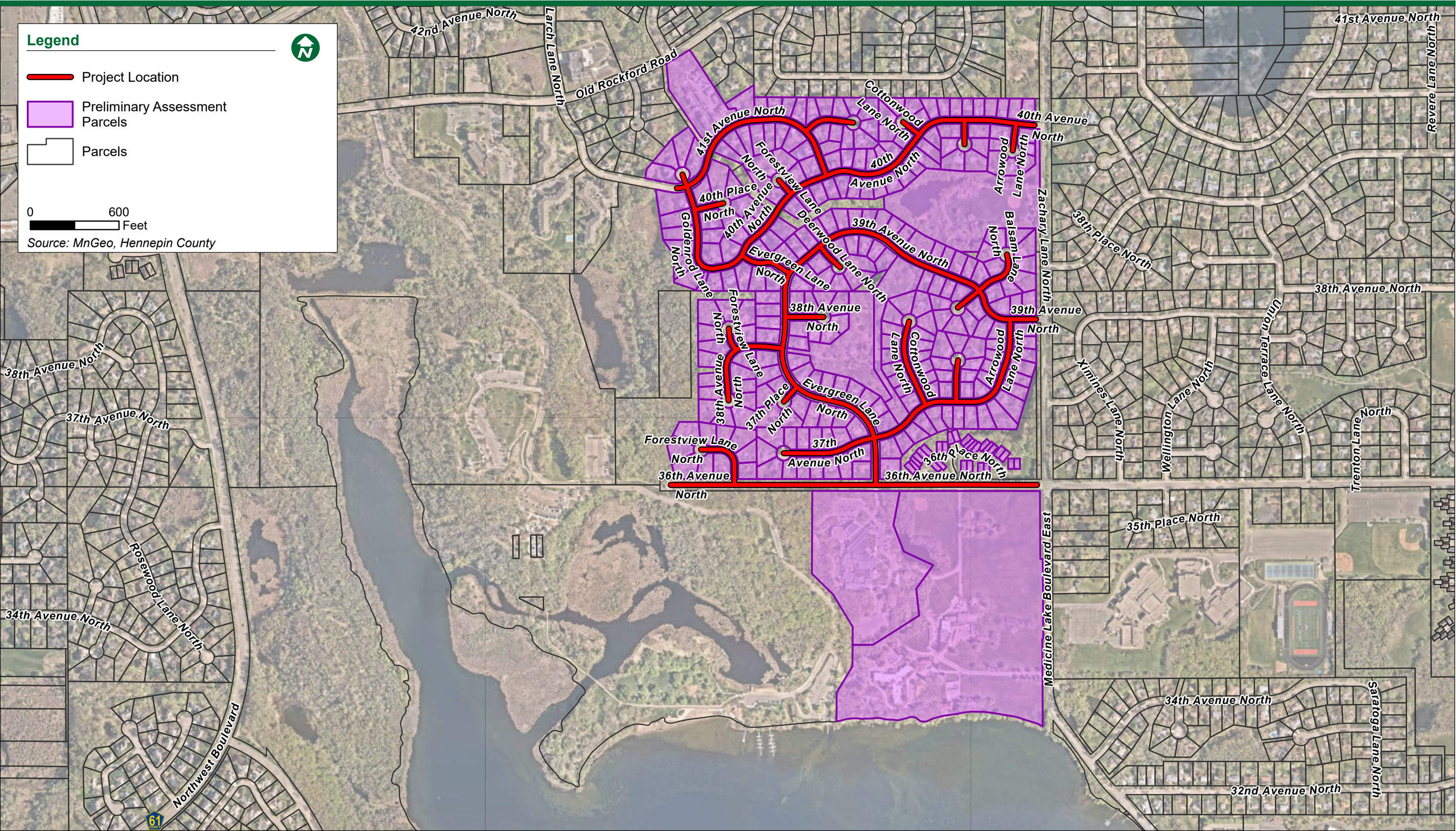
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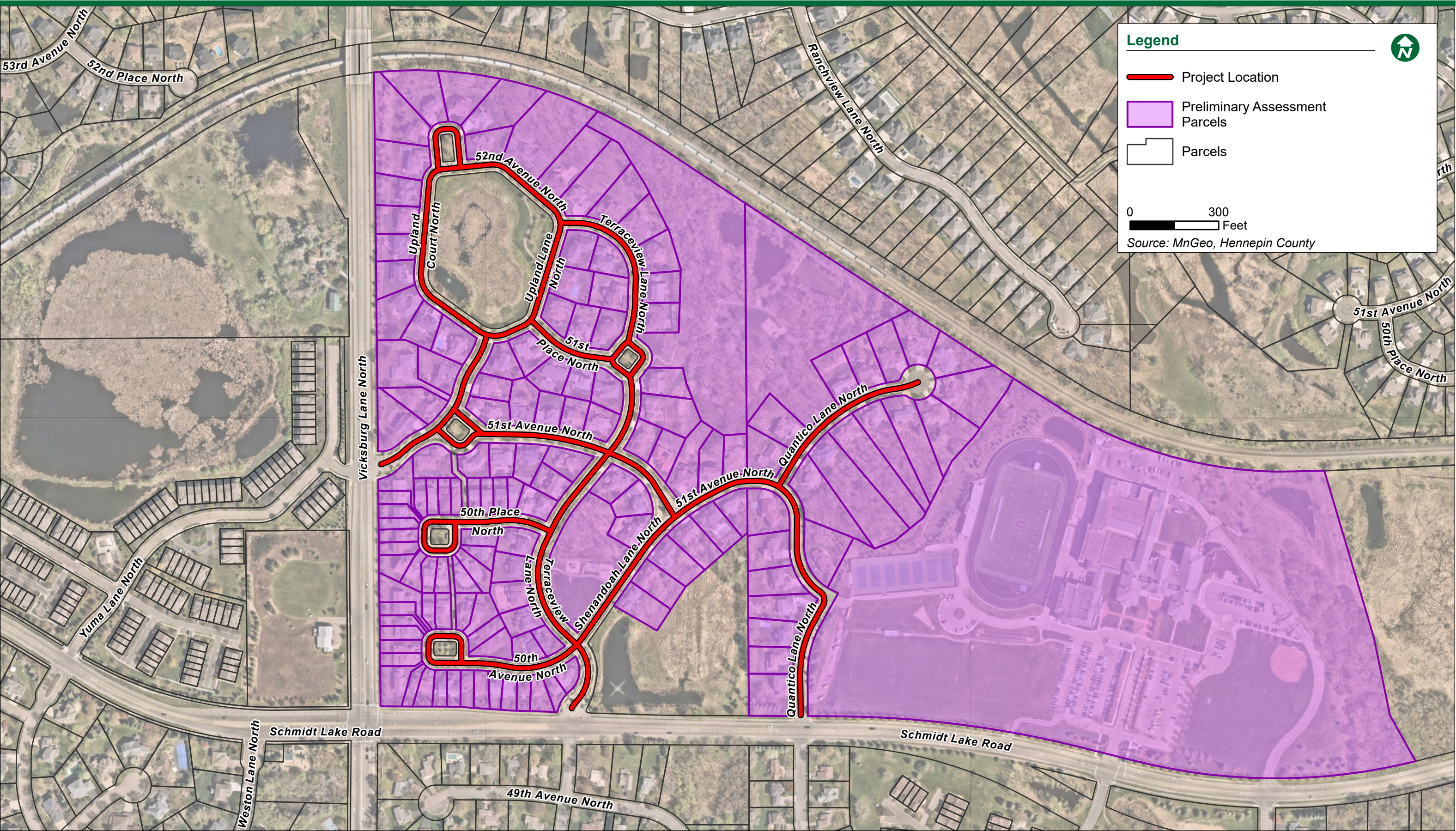
CITY PROJECT NO. ST259002

BMI PROJECT NO. 24X.136052.000

PID	PROPERTY ADDRESS	PROPERTY OWNER
09-118-22 23 0075	40 ADDRESS UNASSIGNED	CITY OF PLYMOUTH
09-118-22 23 0076	5120 TERRACEVIEW LA N	MICHAEL C BERGERON LORI A BERGERON
09-118-22 23 0077	5110 TERRACEVIEW LA N	ELIJAH RONNING
09-118-22 23 0078	15705 51ST PL N	CRAIG A STILLMAN
09-118-22 23 0079	15715 51ST PL N	DONALD F STEENSON CAROLE M STEENSON
09-118-22 23 0080	15725 51ST PL N	NOAH & AIMEE FELDMAN
09-118-22 23 0081	15735 51ST PL N	ABDDELWAHAAB S AKEF AZZA E SHAALAN
09-118-22 23 0082	5130 UPLAND LA N	CHRISTY MENNEN & JOHN MENNEN
09-118-22 23 0083	15710 50TH PL N	CAROLE A LANDIS
09-118-22 23 0084	15714 50TH PL N	ZHONG JI LEE
09-118-22 23 0085	15720 50TH PL N	LISA S DUNKLEY
09-118-22 23 0086	15724 50TH PL N	VINEET SHRIVASTAVA
09-118-22 23 0089	15810 50TH PL N	SENTHILKUMAR SOMASUNDARAM SOWMINI GANAPATHY
09-118-22 23 0090	15814 50TH PL N	MEGAN LISE FAIRCHILD
09-118-22 23 0091	15820 50TH PL N	ANTHONY LOANG LEEN ERIKA LEEN
09-118-22 23 0092	15824 50TH PL N	MURALI & SALIA S CHEEKATI
09-118-22 23 0093	15830 50TH PL N	VISHAL DEVARABHAVI BHAVYA NAYAK MURKUNDI
09-118-22 23 0094	15834 50TH PL N	ROBERT J MAGIL
09-118-22 23 0095	15829 50TH PL N	SUNNY MA & HONG XU
09-118-22 23 0096	15825 50TH PL N	RAMON J VICKMAN
09-118-22 23 0097	15819 50TH PL N	VIJEY KRIS SRIDHARAN NANDHINI T DEVANATHAN
09-118-22 23 0098	15815 50TH PL N	NARASIMMAN P RENGASAMY BANUMATHI NARAYANAN
09-118-22 23 0099	15809 50TH PL N	GARY R & DEBRA K SOMERS
09-118-22 23 0100	15805 50TH PL N	DEBRA L MITCHELL
09-118-22 23 0101	15715 50TH PL N	ALFRED RICHIE MARILYN RICHIE
09-118-22 23 0102	15719 50TH PL N	HENRY M GLOVER MELISSA A GLOVER
09-118-22 23 0103	15725 50TH PL N	JAMES W & JANICE B HINCK
09-118-22 23 0104	15729 50TH PL N	MACHELLE NORLING
09-118-22 23 0107	15800 50TH PL N	FREDRICK IKUGBAGBE OLAOLUWAPO IKUGBAGBE
09-118-22 23 0108	15804 50TH PL N	YELENA EPSHTEYN
09-118-22 24 0004	5015 QUANTICO LA N	STEPHEN SLAYTON AMIS LAURA MCKELVEY MOORHEAD AMIS
09-118-22 24 0005	5025 QUANTICO LA N	WADE & DEBORAH WIITALA
09-118-22 24 0006	5035 QUANTICO LA N	ROGER K A HOFFMANN MARY E HOFFMANN
09-118-22 24 0007	5045 QUANTICO LA N	SCOTT & ANN FAIRBAIRN
09-118-22 24 0008	5055 QUANTICO LA N	STEVE LINDHOLM JANET LINDHOLM
09-118-22 24 0009	5065 QUANTICO LA N	CORY NELSON
09-118-22 24 0010	5105 QUANTICO LA N	BRENNA ERDMANN TIMOTHY J ERDMANN
09-118-22 24 0011	5100 QUANTICO LA N	PRAVIN POPAT SAWANT POOJA SURESH DESAI
09-118-22 24 0012	5050 QUANTICO LA N	GARY ZUREK & JEANNE ZUREK
09-118-22 24 0034	5115 QUANTICO LA N	DAVID B & LINDA M LEHMAN
09-118-22 24 0035	5135 QUANTICO LA N	LEON F & LESLIE MARIE LARSON
09-118-22 24 0036	5145 QUANTICO LA N	BRIAN MORGAN & ERIKA MORGAN
09-118-22 24 0037	5155 QUANTICO LA N	ERIC E & SHERI L VOLKMANN
09-118-22 24 0038	5165 QUANTICO LA N	QUINN CONLON
09-118-22 24 0039	5170 QUANTICO LA N	LORI A CATTON
09-118-22 24 0040	5160 QUANTICO LA N	JOHN A & BARBARA A YOUNG
09-118-22 24 0041	5150 QUANTICO LA N	RONALD A DINGA MARY A DINGA
09-118-22 24 0042	5140 QUANTICO LA N	MICHAEL KRUMPUS FRANZISKA SCHNEIDER-KRUMPUS
09-118-22 24 0043	5130 QUANTICO LA N	STEVEN J/JACQUELINE M SINJEM
09-118-22 24 0044	5120 QUANTICO LA N	ROBERT J & DEBORAH S BROOKER
09-118-22 24 0045	5110 QUANTICO LA N	TROY SEBERSON & YANI TAN
09-118-22 24 0046	15100 SCHMIDT LAKE RD	PROVIDENCE ACADEMY
09-118-22 24 0047	5005 QUANTICO LA N	PETER M & BETH M CAPOUCH







Appendix D: Geotechnical Report

Geotechnical/Pavement Evaluation Report

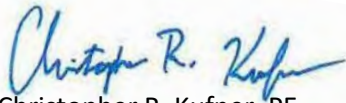
2025 Plymouth Rehabilitation Projects
City Project No. ST259002
Various Streets
Plymouth, Minnesota

Prepared for

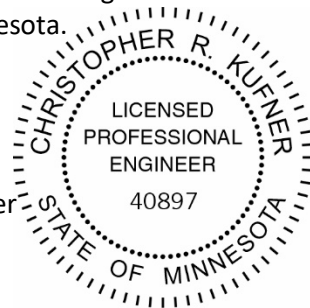
Bolton & Menk, Inc.

Professional Certification:

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.



Christopher R. Kufner, PE
Associate Director, Principal Engineer
License Number: 40897
November 15, 2024



November 15, 2024

Project B2408515

Nicholas Amatuccio, PE
Bolton & Menk, Inc.
12224 Nicollet Avenue
Burnsville, MN 55337

Re: Geotechnical/Pavement Evaluation Report
2025 Plymouth Rehabilitation Projects
City Project No. ST259002
Various Streets
Plymouth, Minnesota

Dear Mr. Amatuccio:

We are pleased to present this Geotechnical/Pavement Evaluation Report for the 2025 Plymouth Rehabilitation Projects.

Thank you for making Braun Intertec your geotechnical consultant for this project. If you have questions about this report, or if there are other services that we can provide in support of our work to date, please contact Zachary Semlak at 651.788.5071 (zsemlak@braunintertec.com) or Chris Kufner at 651.248.2850 (ckufner@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Zachary T. Semlak
Staff Engineer



Christopher R. Kufner, PE
Associate Director, Principal Engineer

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Appendix A

Pavement Core, Power Auger Boring, and GPR Testing Location Sketch (4 pages)

Log of Hand Auger Sheets PC-1 through PC-22 (22 pages)

Previous Log of Boring Sheets PAB-01 to PAB-13 (13 pages)

Descriptive Terminology of Soil

Appendix B

Table – Encountered Pavement Layer from Carlson Pkwy/6th Avenue

Table – Statistics of GPR-Estimated Bituminous Thicknesses for Mission Hill and Southwood (2 pages)

Table – Pavement Core and Hand Auger Boring Results

State Aid 10 Ton ESAL Traffic Forecast Calculator – Carlson Pkwy/6th Ave/36th Ave (3 pages)

MnPAVE-Flexible Results – Carlson Pkwy/6th Ave (2 pages)

Appendix C

Photographic Log of Pavement Cores and Apparent Agg Base (22 pages)

Ground Penetrating Radar Data (Graphical Plots) (40 pages)

A. Introduction

A.1. Project Description

This Geotechnical/Pavement Evaluation Report addresses the proposed design and construction of the proposed improvements for the Mission Hill and Southwood Neighborhood as well as Carlson Parkway and 6th Avenue, located in Plymouth, Minnesota. We understand that improvements will include mill and overlay (M&O) for the Mission Hill and Southwood Neighborhoods, and full depth reclamation (FDR) for Carlson Parkway and 6th Avenue between Chesire Parkway and Pineview Lane. Table 1 provides a summary of the project details as we understand them.

Table 1. Site Aspects and Grading Description

Project Component	Description	Source
Pavement type	Bituminous	Bolton & Menk, Inc. (BMI)
Pavement rehabilitation method	▪ FDR ▪ Mill & Overlay	BMI/City of Plymouth (City)
Pavement loads	Carlson Parkway: 1,694,000 Bituminous ESALs (BESALs)	MnDOT traffic mapping data and State Aid ESAL Calculator. Assumed the most recent 2017 count for design with a growth rate of 0.67 percent based on recent fluctuating historical AADTs.
	6th Avenue: Less than 150,000 BESALs	MnDOT traffic mapping data and State Aid ESAL Calculator. Assumed the most recent 2023 count for design with a growth rate of 0.50 percent based on recent declining historical AADTs.
	Mission Hill and Southwood Neighborhoods: Less than 150,000 BESALs	MnDOT traffic mapping data and State Aid ESAL Calculator. Assumed the most recent DRAFT 2024 count for design with a growth rate of 0.50 percent based on highest AADT value available on 36 th Avenue and from declining historical AADTs.
Grade changes	Street grades will generally remain within 1 foot of existing.	BMI

*Equivalent 18,000-lb single axle loads based on 20-year design.

We have described our understanding of the proposed construction and site to the extent others reported it to us. Depending on the extent of available information, we may have made assumptions based on our experience with similar projects. If we have not correctly recorded or interpreted the project details, the project team should notify us. New or changed information could require additional evaluation, analyses and/or recommendations.

A.2. Site Conditions

This site currently exists as developed residential roadways (Mission Hills and Southwood) and a main collector roadway (Carlson Parkway/6th Avenue).

Mission Hills neighborhood is bounded by Zachary Lane to the east, Old Rockford Road to the north, French Regional Park to the west and 36th Avenue North to the south. Existing site grades range from about 924 feet at PC-2 to about 962 feet at PC-9, with grades generally sloping downward from generally the central area of Mission Hills neighborhood and sloping to the site boundary.

Southwood neighborhood is bounded by Vicksburg Lane to the west, the Railroad to the north, Schmidt Lake Road to the south and Providence Academy to the east. Existing site grades range from about 998 feet at PC-17 to about 1029 feet at PC-21, with grades generally sloping downward from the west to the east.

Carlson Parkway/6th Avenue generally runs east/west and is bounded by Chesshire Parkway to the west and Pineview Lane North to the east. Existing grades range from about 941 feet at PAB-09 to about 987 feet at PAB-04, with grades generally sloping downward from PAB-04 to the east and west.

A.3. Purpose

The purpose of our geotechnical/pavement evaluation was to obtain bituminous pavement thickness and condition as well as to characterize subsurface geologic conditions at selected exploration locations, evaluate their impact on the project, and provide geotechnical recommendations for use in the design and construction of pavement rehabilitation for Carlson Parkway/6th Avenue, Mission Hills Neighborhood and Southwood Neighborhood areas.

A.4. Background Information and Reference Documents

We reviewed the following information:

- Request for Proposal from BMI and the City for Pavement Rehabilitation.
- Previous DRAFT Pavement Design Summary Letter under project number B2103397, dated October 11, 2021 for the 2023 Plymouth Projects.
- Geologic Map M-178, Surficial Geology of the Twin Cities Metropolitan Area.
- Aerial images collected through Enterprise MnDOT Mapping Application (EMMA), <https://dotapp9.dot.state.mn.us/emma/>.
- Topography maps from MNTPO, an online web service of the Minnesota Department of Natural Resources, <http://arcgis.dnr.state.mn.us/maps/mntopo/>.

A.5. Scope of Services

We performed our scope of services for the project in accordance with our Revised Proposal for a Geotechnical/Pavement Evaluation (QTB202128), dated September 3, 2024, and authorized on September 11, 2024. The following list describes the geotechnical tasks completed in accordance with our authorized scope of services.

- Reviewing the background information and reference documents previously cited.
- Staking and coordinating the clearing of exploration locations of underground utilities. We selected and staked the new exploration locations. We acquired the surface elevations and locations with GPS technology using the State of Minnesota's permanent GPS base station network. The Pavement Core and GPR Testing location sketch included in Appendix A shows the approximate locations of the pavement cores, hand auger borings and road GPR performed for the project.
- Performing GPR for the Mission Hill and Southwood Neighborhoods, obtaining a continuous pavement layer thickness along the requested roadways.

- Performing 22 pavement cores and power augers for the Mission Hill and Southwood neighborhood areas. During field exploration, field staff experienced technical issues with the power auger equipment and switched to hand auger equipment to obtain apparent aggregate base and subgrade material present below pavement layers. The pavement cores and hand augers were denoted as PC-1 through PC-22.
- Preparing this report containing a Pavement Core, Power Auger Boring and GPR Testing Location Sketch, photographic log of the pavement cores and apparent aggregate base, logs of hand auger and power auger borings, a summary of the soils encountered, and recommendations for pavement subgrade preparation and the design of pavement rehabilitation.

Our scope of services did not include environmental services or testing and our geotechnical personnel performing this evaluation are not trained to provide environmental services or testing. We can provide environmental services or testing at your request.

B. Results

B.1. Geologic Overview

We based the geologic origins used in this report on the soil types and available common knowledge of the geological history of the site. Because of the complex depositional history, geologic origins can be difficult to ascertain. We did not perform a detailed investigation of the geologic history for the site.

B.2. Previous Geotechnical Information

We performed 13 power auger borings (PABs) for Carlson Parkway/6th Avenue in 2021. The previous Draft Pavement Design Summary (B2103397) indicated the borings had various soils encountered directly below the pavement section consisting of granular and cohesive soils. The previous draft design summary recommended a full depth reclamation that included a pre-mill first, then reclaiming. This report provides updated recommendations that is provided later in this report in Section C.4.

Refer to the Table in Appendix B for the pavement layer thicknesses encountered.

B.3. Ground Penetrating Radar (GPR)

GPR was used to approximate pavement layer thicknesses along the road sections of the 2025 Plymouth Rehabilitation project in Plymouth, Minnesota. The data was collected at a nominal 1-foot interval.

The tables shown in Appendix B show summary statistics of the bituminous pavement layer thicknesses. The Graphical Results of the GPR can be found in Appendix C. We can provide complete results electronically at your request.

A second layer (probable aggregate base) was not always visible in the scans, i.e., it was difficult to identify as a distinct layer due to ambient interference with the GPR signal. A lack of a visible second layer in the GPR scan does not imply an absence of one within the pavement section. Refer to our boring results for approximate aggregate base depths in these locations.

B.4. Pavement Cores and Hand Auger Boring Results

We performed pavement coring and hand auger borings at 22 locations along the various residential segments on the project, as shown in the sketch in Appendix A. Hand auger borings were also performed through the aggregate base layer and into the shallow subgrade in core locations.

The pavement cores and hand auger borings were used to measure pavement layer thicknesses for the bituminous and aggregate base layers, to assess bituminous conditions, and verify the shallow subgrade soil type. The results are provided in a table shown in Appendix B.

Photos of the pavement cores and apparent aggregate base are also included in Appendix C.

We did not perform gradation analysis on the apparent aggregate base material encountered as part of the pavement section, in accordance with our scope of work. Therefore, we cannot conclusively determine if the encountered material satisfies a particular specification, and it should not be assumed it is suitable for reuse.

For simplicity in this report, we define fill to mean existing, uncontrolled or undocumented.

B.5. Groundwater

We did not observe groundwater while performing our borings. Groundwater may take days or longer to reach equilibrium in the boreholes and we immediately backfilled the boreholes, in accordance with our scope of work. If the project team identifies a need for more accurate determination of groundwater depth, we can install piezometers. Project planning should anticipate seasonal and annual fluctuations of groundwater.

B.6. Laboratory Test Results

We did not perform laboratory testing on the shallow subgrade soils encountered.

C. Recommendations

C.1. Design and Construction Discussion

The recommendations provided herein are based on the information provided to us at the time of this report. As the project progresses through final design or elements of the project are adjusted, we should revisit our recommendations.

References to the MnDOT Specification in this report are to MnDOT's Standard Specification for Construction, 2020 edition.

C.1.a. Rehabilitation Methods

Based on our understanding of proposed locations to be rehabilitated, Table 2 presents the areas being rehabilitated by either mill-and-overlay or full-depth reclamation (FDR).

Table 2. Proposed Rehabilitation Approach

Rehabilitation Method	Location
Mill-and-Overlay	▪ Mission Hills Neighborhood ▪ Southwood Neighborhood
Full-Depth Reclamation	▪ Carlson Parkway ▪ 6th Avenue

C.1.b. Reuse of Pavement Materials

From a materials perspective, milling or reclamation of the bituminous pavement materials for reuse as recycled aggregate base or as a component to new pavements is acceptable assuming the produced products meet the applicable project specifications, and these practices are acceptable to the City. Prior to reuse, the project should implement thorough quality control practices, including frequent sieve analyses, asphalt contents and other tests, to achieve desirable characteristics for any reclaimed material processed on site.

C.1.c. Reuse of On-Site Soils

It is not anticipated that the subgrade will be touched during the FDR process on Carlson Parkway/6th Avenue, but we have provided recommendations in Section C.2. for areas that are soft or needed additional subgrade preparation.

Much of the soils encountered in the hand auger borings appear suitable for reuse as engineered fill, although some moisture conditioning (drying or wetting of materials) and removal of unsuitable materials may be required. If encountered, Topsoil and soils containing organics should not be reused as pavement subgrade backfill anywhere on the project. Topsoil or organic soils can be stockpiled for use as a component in topsoil dressing, pond side slopes, or in other areas where loads are not supported.

Any materials to be reused as engineered fill should be tested and approved by the engineer prior to reuse.

C.1.d. Groundwater Control

We did not observe groundwater while advancing our borings. Therefore, we anticipate groundwater is likely present below the anticipated excavation depths for construction. If groundwater or perched groundwater is encountered, it should be removed from the excavations to facilitate proper fill placement and compaction of backfill.

Sumps and pumps would likely be suitable for short-term groundwater control in shallow excavations or trenches near or slightly below groundwater levels or within excavations terminating in clayey soils.

C.1.e. Construction Disturbance

The contractor should note the on-site silty and clayey soils are highly susceptible to disturbance, due to repeated vehicle traffic. Disturbances of these soils may cause areas that were previously prepared, or that were suitable for pavement or structure support, to become unstable and require moisture conditioning and compaction. Subcutting and replacing the disturbed material with crushed, coarse

gravel, free of fines is also an alternative. The contractor should use means and methods to limit disturbance to these types of soils.

C.2. Pavement Subgrade Preparation

It is anticipated the subgrade will not be touched during the FDR process on Carlson Parkway/6th Avenue, but if there are areas where soft/loose soils are encountered, the following sections provide general recommendations for subgrade preparation, beneath the FDR areas.

C.2.a. Pavement Subgrade Preparation

We recommend the following steps for pavement subgrade preparation for the Carlson Parkway/6th Avenue area, understanding the FDR will generally match existing grades and is anticipated to have limited subgrade correction. Note that project planning may need to require additional subcuts to limit frost heave or remove unsuitable materials.

1. Have a geotechnical representative observe the excavated subgrade to evaluate if additional subgrade improvements are necessary.
2. Scarify, moisture condition and surface compact the subgrade with at least 5 passes of a large roller with a minimum drum diameter of 3 1/2 feet.
3. Place pavement engineered fill to grade where required and compact in accordance with Section C.2.e. to bottom of pavement section.
4. Proofroll the pavement subgrade as described in Section C.2.b. It may be necessary to place a portion of the aggregate base to facilitate truck traffic.

Note, we recommend sloping subgrade soils to promote drainage and removal of accumulated water.

C.2.b. Pavement Subgrade Test Roll

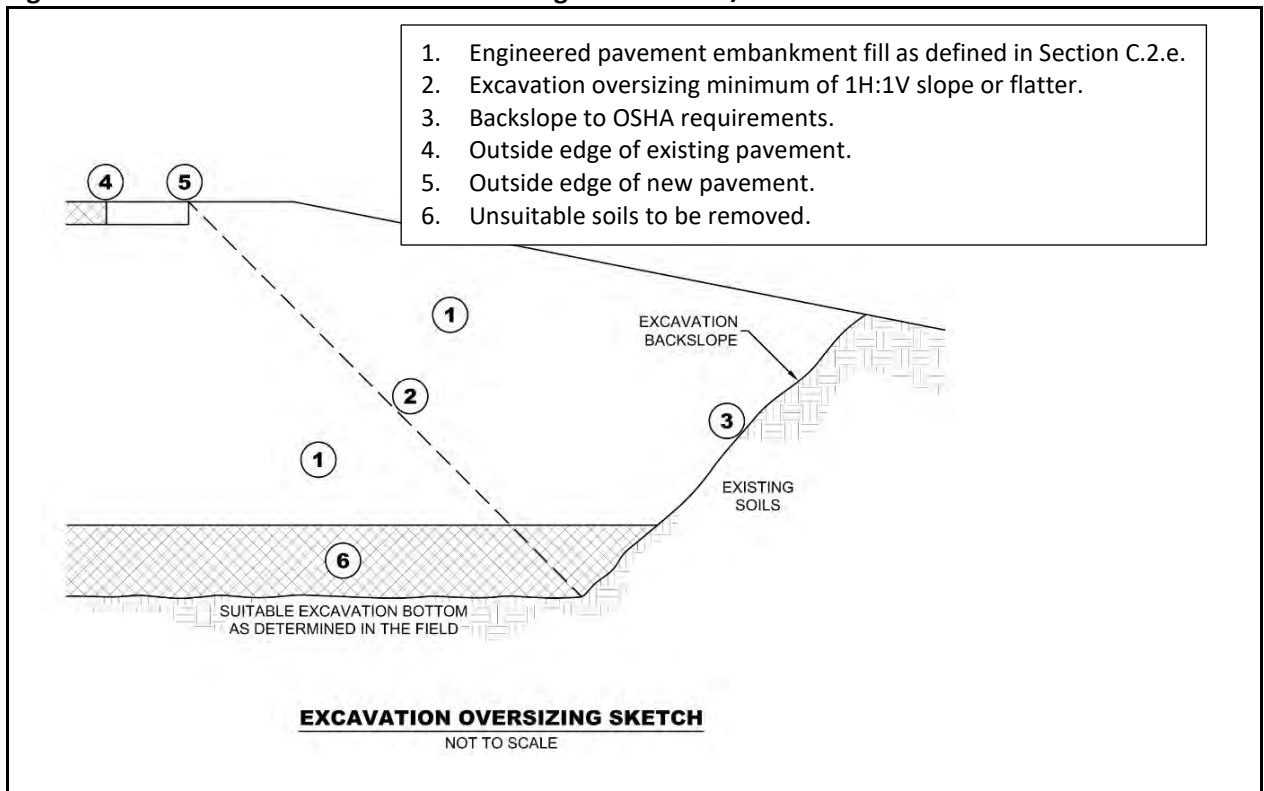
After preparing the subgrade as described above and again after partial placement of the aggregate base, we recommend test rolling the subgrade soils with a fully loaded tandem-axle truck while observed by a geotechnical representative. Areas that fail the test roll likely indicate soft or weak soils that will require additional correction work to support pavements. Test rolls should proceed per MnDOT Specification 2111.

The contractor should correct areas that display excessive yielding or rutting during the test roll, as determined by the geotechnical representative. Possible options for subgrade correction include moisture conditioning and recompaction, and/or subcutting and replacement with soil or crushed aggregate.

C.2.c. Excavation Oversizing

When removing unsuitable materials below structures or pavements, we recommend the excavation extend outward and downward at a slope of 1H:1V (horizontal:vertical) or flatter. See Figure 1 for an illustration of excavation oversizing.

Figure 1. Generalized Illustration of Oversizing – Pavements/Flatwork



C.2.d. Excavated Slopes

Based on the borings, we anticipate on-site soils in excavations will consist of a mix of cohesive and fine-grained granular soils. These fill soils are typically considered Type C Soil under OSHA (Occupational

Safety and Health Administration) guidelines. OSHA guidelines indicate unsupported excavations in Type C soils should have a gradient no steeper than 1 1/2H:1V. Slopes constructed in this manner may still exhibit surface sloughing. OSHA requires an engineer to evaluate slopes or excavations over 20 feet in depth.

An OSHA-approved qualified person should review the soil classification in the field. Excavations must comply with the requirements of OSHA 29 CFR, Part 1926, Subpart P, "Excavations and Trenches." This document states excavation safety is the responsibility of the contractor. The project specifications should reference these OSHA requirements.

C.2.e. Engineered Fill Materials and Compaction

Most on-site soils appear suitable for reuse as engineered fill within pavement subgrades, although some moisture conditioning may be required (drying or wetting of materials). If encountered, topsoil and soils with organic contents of greater than 5 percent by weight should not be reused as pavement subgrade anywhere on the project. Organic soils can be stockpiled for use as a component in topsoil dressing, side slopes or in other areas where loads are not supported. Any materials to be reused as engineered fill should be tested and approved by the engineer prior to reuse.

We recommend that subgrade fill materials and compaction are in accordance with the MnDOT specifications presented below in Table 3. We recommend spreading engineered fill in loose lifts of approximately 8 inches thick. We recommend performing density tests in engineered fill to evaluate if the contractors are effectively compacting the soil and meeting project requirements.

The project documents should not allow the contractor to use frozen material as engineered fill or to place engineered fill on frozen material. Frost should not penetrate under foundations during construction.

Table 3. Engineered Fill Materials and Compaction Specifications

Material	Material Specification	Compaction Specification
Embankment fill	Common Embankment MnDOT 2106.2.B.1	MnDOT 2106.3.G.1
Pavement subbase	Select Granular Material MnDOT 3149.2.B	
Below landscaped surfaces, where subsidence is not a concern	Non-Structural Grading Material MnDOT 2106.1.A.8	MnDOT 2106.3.G.2

C.3. Mill and Overlay

We recommend milling the pavements, for the streets discussed in C.1.a., in accordance with MnDOT Specification 2232. The mill depth will vary based on conditions encountered but should be a minimum depth of 2 inches. Following the milling, place a 2-inch bituminous overlay meeting bituminous wear course mix SPWEA330B (MnDOT Material Specification 2360). Pavement depth can vary between the boring and core locations. The contractor may need to adjust the mill depth to account for unexpected conditions such as areas of thin pavement.

The surface condition prior to milling can indicate where deeper repairs to the milled surface may be necessary to improve the life of the overlay. This includes distresses such as severe longitudinal and transverse cracking, alligator/fatigue cracking of any severity, potholes, edge cracking, and similar failures. MnDOT defines these distresses in their surface rating procedure as follows:

- High-severity transverse cracking: Any crack running transverse to the centerline of the roadway with significant adjacent random cracking (12 inches or more apart), have large areas of spalling, missing material and/or potholes.
- High-severity longitudinal cracking: Any crack running parallel to the centerline of the roadway with significant adjacent random cracking (12 inches or more apart), large areas of spalling, missing material and/or potholes.
- Alligator cracking: A series of interconnected cracks forming many-sided, sharp-angled pieces, 6 inches or less in size, typically located in the wheel paths and under concentrated traffic loads.

We recommend an experienced engineer walk the milled surface to delineate areas for these repairs based on conditions exposed by the milling process. We recommend performing the full-depth mill to at least 1 foot beyond the edge of the visible distresses where present.

C.4. Full-Depth Reclamation

For the proposed FDR on Carlson Parkway/6th Avenue, for reuse of pavement materials by reclamation, we recommend the following:

- Carlson Parkway:
 - 12-inch reclaim.
 - Remove 6 inches of reclaimed material.
 - Pave the 6 inches of bituminous in their respective lifts provided in Table 4.
- 6th Avenue:
 - Reclaim 10 inches.
 - Remove 4 inches of reclaimed material.
 - Pave the 4 inches of bituminous in their respective lifts provided in Table 4.

Based on the measurements from the borings, this generally will avoid subgrade soils and the reclaim is anticipated to terminate within existing aggregate base material.

Although it is not anticipated, if there are areas where subgrade may be penetrated due to a thinner pavement section, we recommend reducing the reclaim depth to the top of subgrade and excavating to the design depth of the pavement section.

We recommend implementing through quality control practices, including frequent sieve analyses, to achieve a desirable gradation of the reclaimed material. The gradation requirements of MnDOT Specification 2211 (Aggregate Base) or Specification 3138 (Aggregate for Surface and Base Courses) can be used for the aggregate base; the latter specification's controls on gradation and asphalt content are stricter and will generally be more difficult to meet. We suggest the contractor assume some contingency for importing clean, crushed rock that can be blended with the reclaimed material to improve the uniformity of the resulting gradation prior to reuse as an aggregate base.

C.4.a. Full-Depth Reclamation Design Section

For the FDR process on Carlson Parkway/6th Avenue, the pavement should generally follow Table 4. Based on the power auger borings (PABs) performed for Carlson Parkway/6th Avenue, we recommend design use an R-value of 20 due to residual aggregate and granular fill encountered.

Table 4. Recommended Pavement Sections

Street	Recommended Pavement Section	Construction/Material Specification
Carlson Parkway	Wear: 2 inches SPWEB340C Wear: 2 inches SPWEB340C Non-Wear: 2 inches SPNWB330B Aggregate Base: 6 inches reclaim, 4 inches residual Residual Aggregate Base: Varies	Bituminous: MnDOT 2360 Reclaimed Aggregate: MnDOT 2211
6th Avenue	Wear: 2 inches SPWEB340C Wear: 2 inches SPWEB340C Aggregate Base: 6 inches reclaim, 4 inches residual Residual Aggregate Base: Varies	

C.4.b. Bituminous Pavement Materials and Compaction

We recommend that the bituminous wear and non-wear courses meet the requirements of Specifications 2360.

We recommend compacting the aggregate base to meet the requirements of MnDOT Specification 2211.3.D.2.c (Penetration Index Method for the dynamic cone penetrometer [DCP]). We recommend compacting bituminous pavements in accordance with MnDOT Specification 2360 (maximum density).

C.4.c. Performance and Maintenance

We based the above pavement designs on a 20-year performance life for bituminous. This is the amount of time before we anticipate the pavement will require reconstruction. This performance life assumes routine maintenance, such as seal coating and crack sealing. The actual pavement life will vary depending on variations in weather, traffic conditions and maintenance.

It is common to place the non-wear course of bituminous and then delay placement of wear course. For this situation, we recommend evaluating if the reduced pavement section will have sufficient structure to support traffic.

Many conditions affect the overall performance of pavements. Some of these conditions include the environment, loading conditions and the level of ongoing maintenance. With regard to bituminous pavements in particular, it is common to have thermal cracking develop within the first few years of

placement and continue throughout the life of the pavement. We recommend developing a regular maintenance plan for filling cracks in exterior slabs and pavements to lessen the potential impacts for cold weather distress due to frost heave or warm weather distress due to wetting and softening of the subgrade.

C.4.d. Miscellaneous Bituminous Recommendations

When placing new pavement next to in-place pavement, we recommend providing a full-depth sawcut to ensure a uniform joint.

We recommend tack coat between all bituminous layers and prior to placing any bituminous mixtures on existing pavement in accordance with MnDOT Specification 2357.

D. Procedures

D.1. Ground Penetrating Radar

D.1.a. Data Collection

GPR data was collected on September 18, 2024. GPR collection occurred at posted speed limits and data was recorded continuously along the pavement to a depth of up to 2 feet. Analysis of this data provides a continuous estimate of layer thickness for identifiable layers.

Scans of the pavement were collected according to GSSI, Inc. (manufacturer) SIR-20 processor settings at a specified interval of approximately one scan per lineal foot in the outer wheel path. A calibration file, required for data post-processing, was collected at the onset of testing. The RoadScan system from GSSI, Inc. allows for the entry of user marks to note events. This capability was used to mark and tie in core locations. Distance along the pavement is measured using a Distance Measuring Instrument (DMI).

D.1.b. GPR Analysis

Data collected by the GPR unit was returned to our office and analyzed to estimate the pavement thickness. Pavement layer interpretation was accomplished using RADAN 7.0, a software package included with the GSSI RoadScan system. The software includes tools to aid in delineating pavement layer transitions and automatically calculates their depths from the pavement surface using the calibration file(s) collected prior to or following testing.

Where “ground-truth” data (cores and hand augers) were performed, the interpreted layers from the GPR scan were compared directly to the measured thicknesses from the borings to validate the accuracy of the GPR analysis.

D.2. Pavement Coring and Hand Auger Borings

We performed pavement cores on October 2, 2024. Exploration locations were selected based on GPR results and were conducted using a 4-inch core barrel. The bituminous pavement was repaired with a cold-mix bituminous patch immediately after coring.

The cores were measured to obtain approximate bituminous thicknesses, and their material conditions were noted based on visual observation. A sample of underlying base material was obtained at each of the exploration locations and was sent to our laboratory for review by a geotechnical engineer.

D.3. Material Classification

D.3.a. Visual and Manual Classification

We visually and manually classified the geologic materials encountered based on ASTM D2488. When we performed laboratory classification tests, we used the results to classify the geologic materials in accordance with ASTM D2487. The Appendix includes a chart explaining the classification system we used.

D.4. Groundwater Measurements

The drillers checked for groundwater while advancing the penetration test borings, and again after auger withdrawal. We then filled the boreholes or allowed them to remain open for an extended period of observation, as noted on the boring logs.

E. Qualifications

E.1. Variations in Subsurface Conditions

E.1.a. Material Strata

We developed our evaluation, analyses and recommendations from a limited amount of site and subsurface information. It is not standard engineering practice to retrieve material samples from exploration locations continuously with depth. Therefore, we must infer strata boundaries and thicknesses to some extent. Strata boundaries may also be gradual transitions, and project planning should expect the strata to vary in depth, elevation and thickness, away from the exploration locations.

Variations in subsurface conditions present between exploration locations may not be revealed until performing additional exploration work, or starting construction. If future activity for this project reveals any such variations, you should notify us so that we may reevaluate our recommendations. Such variations could increase construction costs, and we recommend including a contingency to accommodate them.

E.1.b. Groundwater Levels

We made groundwater measurements under the conditions reported herein and shown on the exploration logs, and interpreted in the text of this report. Note that the observation periods were relatively short, and project planning can expect groundwater levels to fluctuate in response to rainfall, flooding, irrigation, seasonal freezing and thawing, surface drainage modifications and other seasonal and annual factors.

E.2. Continuity of Professional Responsibility

E.2.a. Plan Review

We based this report on a limited amount of information, and we made a number of assumptions to help us develop our recommendations. We should be retained to review the geotechnical aspects of the designs and specifications. This review will allow us to evaluate whether we anticipated the design correctly, if any design changes affect the validity of our recommendations, and if the design and specifications correctly interpret and implement our recommendations.

E.2.b. Construction Observations and Testing

We recommend retaining us to perform the required observations and testing during construction as part of the ongoing geotechnical evaluation. This will allow us to correlate the subsurface conditions exposed during construction with those encountered by the borings and provide professional continuity from the design phase to the construction phase. If we do not perform observations and testing during construction, it becomes the responsibility of others to validate the assumption made during the preparation of this report and to accept the construction-related geotechnical engineer-of-record responsibilities.

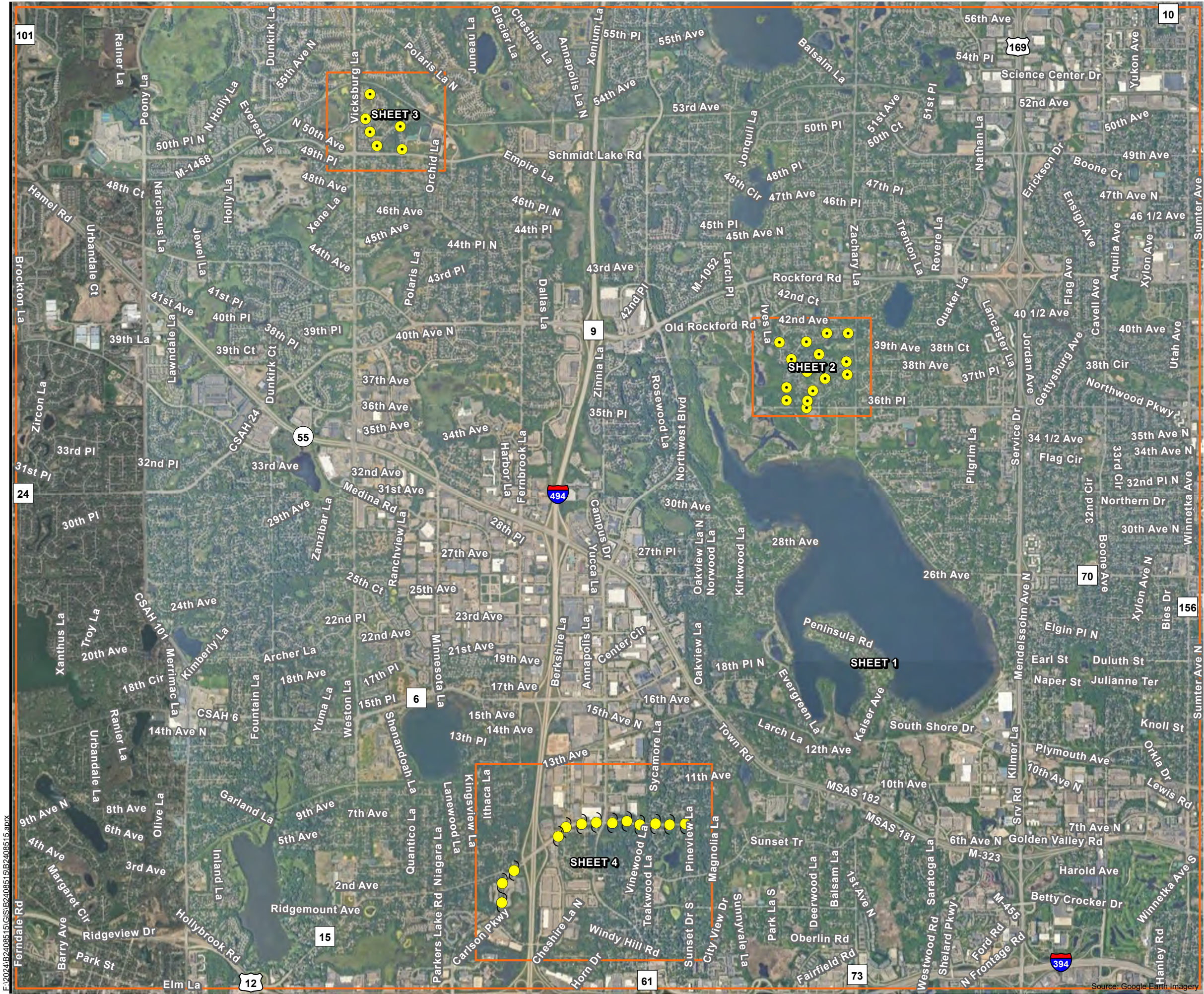
E.3. Use of Report

This report is for the exclusive use of the addressed parties. Without written approval, we assume no responsibility to other parties regarding this report. Our evaluation, analyses and recommendations may not be appropriate for other parties or projects.

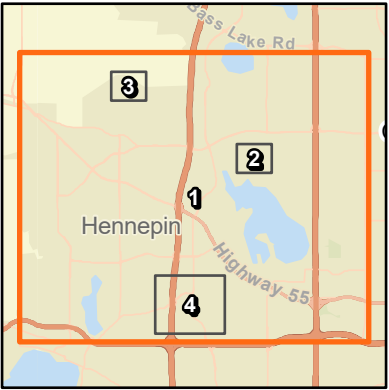
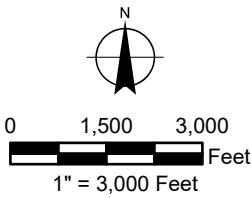
E.4. Standard of Care

In performing its services, Braun Intertec used that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession currently practicing in the same locality. No warranty, express or implied, is made.

Appendix A



- Denotes Pavement Core Location
- Denotes Power Auger Boring Location
- Sheet Indicator



Drawing Information

Project No:
B2408515

Drawing No:
Coring GPR Location

Drawn By: ZS
Date Drawn: 9/19/2024
Checked By: ZTS
Last Modified: 11/12/2024

Project Information

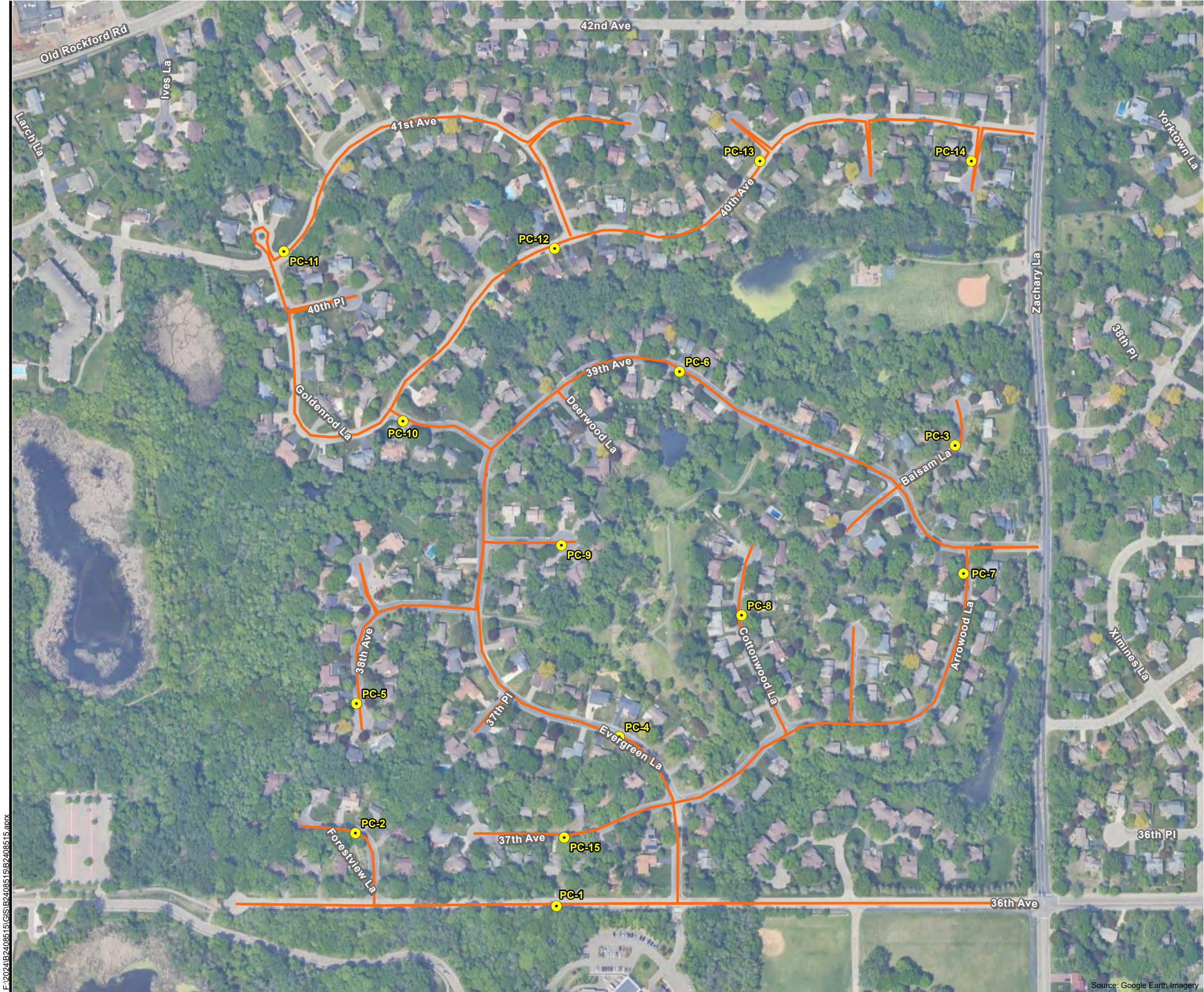
2025 Plymouth
Rehabilitation

Various Streets

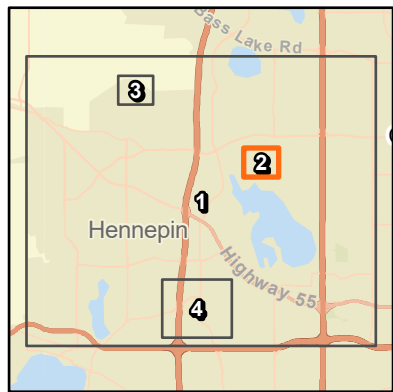
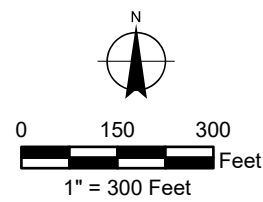
Plymouth, Minnesota

**Pavement Core,
Power Auger
Boring, and
GPR Testing
Location Sketch**

Sheet:
1 of 4



- Denotes Pavement Core Location
- Denotes GPR Testing was Performed



Drawing Information

Project No:	B2408515
Drawing No:	Coring GPR Location
Drawn By:	ZS
Date Drawn:	9/19/2024
Checked By:	ZTS
Last Modified:	11/12/2024

Project Information

2025 Plymouth
Rehabilitation

Various Streets

Plymouth, Minnesota

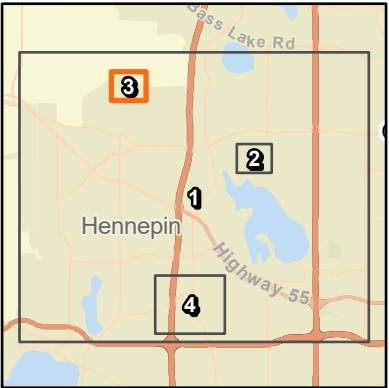
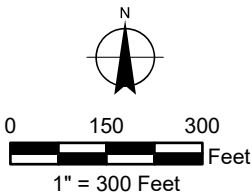
**Pavement Core,
Power Auger
Boring, and
GPR Testing
Location Sketch**



F:\2024\B2408515\GIS\B2408515\B2408515.aprx

Source: Google Earth Imagery

- Denotes Pavement Core Location
- Denotes GPR Testing was Performed



Drawing Information

Project No:
B2408515

Drawing No:
Coring GPR Location

Drawn By: ZS
Date Drawn: 9/19/2024
Checked By: ZTS
Last Modified: 11/12/2024

Project Information

2025 Plymouth
Rehabilitation

Various Streets

Plymouth, Minnesota

**Pavement Core,
Power Auger
Boring, and
GPR Testing
Location Sketch**

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2408515 Geotechnical Evaluation 2025 Plymouth Rehabilitittion Projects Various Street Locations Plymouth, Minnesota					HAND AUGER:		PC-1		
					LOCATION: Captured with RTK GPS.				
					DATUM: NAD 1983 HARN Adj MN Hennepin (US Feet)				
					NORTHING: 184154.1		EASTING: 488782.7		
OPERATOR: R Chapman		LOGGED BY: Z Semlak			START DATE: 10/02/24		END DATE: 10/02/24		
SURFACE ELEVATION: 929.6 ft				METHOD: Hand Auger		SURFACING: Pavement		WEATHER: Partly Cloudy	
Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487)			Sample	Sample Blows Recovery	q _p tsf	MC %	Tests or Remarks
928.7 0.9		PAVEMENT, 4 1/2 inches of bituminous over 6 inches of apparent aggregate base				AU			Water not observed while augering.
926.6 3.0		SILTY SAND (SM), fine to medium-grained, contains lenses of Clay, and Gravel, dark brown, moist							
		END OF HAND AUGER Boring then backfilled with auger cuttings							

Project Number B2408515 Geotechnical Evaluation 2025 Plymouth Rehabilitittion Projects Various Street Locations Plymouth, Minnesota					HAND AUGER: PC-2		
					LOCATION: Captured with RTK GPS.		
					DATUM: NAD 1983 HARN Adj MN Hennepin (US Feet)		
					NORTHING: 184383.9	EASTING: 488149.8	
OPERATOR: R Chapman		LOGGED BY: Z Semlak		START DATE: 10/02/24	END DATE: 10/02/24		
SURFACE ELEVATION: 924.4 ft		METHOD: Hand Auger		SURFACING: Pavement	WEATHER: Partly Cloudy		
Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487)	Sample	Sample Blows Recovery	q _p tsf	MC %	Tests or Remarks
923.3		PAVEMENT, 4 3/4 inches of bituminous over 8 inches of apparent aggregate base		AU			Water not observed while augering.
1.1		SILTY SAND (SM), fine to medium-grained, with Gravel, dark brown, moist					
921.4		END OF HAND AUGER					
3.0		Boring then backfilled with auger cuttings					
			5				
			10				

Project Number B2408515 Geotechnical Evaluation 2025 Plymouth Rehabilitittion Projects Various Street Locations Plymouth, Minnesota					HAND AUGER: PC-3		
					LOCATION: Captured with RTK GPS.		
					DATUM: NAD 1983 HARN Adj MN Hennepin (US Feet)		
					NORTHING: 185604.5	EASTING: 490037.8	
OPERATOR: R Chapman		LOGGED BY: Z Semlak		START DATE: 10/02/24	END DATE: 10/02/24		
SURFACE ELEVATION: 951.8 ft		METHOD: Hand Auger		SURFACING: Pavement	WEATHER: Partly Cloudy		
Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487)	Sample	Sample Blows Recovery	q _p tsf	MC %	Tests or Remarks
950.8		PAVEMENT, 4 1/2 inches of bituminous over 7 inches of apparent aggregate base		AU			Water not observed while augering.
1.0		SANDY LEAN CLAY (CL), dark brown, moist					
948.8		END OF HAND AUGER					
3.0		Boring then backfilled with auger cuttings					
			5				
			10				

See Descriptive Terminology sheet for explanation of abbreviations

[illegible]

See Descriptive Terminology sheet for explanation of abbreviations

[illegible]

See Descriptive Terminology sheet for explanation of abbreviations

[illegible]

See Descriptive Terminology sheet for explanation of abbreviations

[illegible]

Project Number B2408515 Geotechnical Evaluation 2025 Plymouth Rehabilittion Projects Various Street Locations Plymouth, Minnesota					HAND AUGER: PC-8		
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					DATUM: NAD 1983 HARN Adj MN Hennepin (US Feet)		
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OPERATOR: R Chapman		LOGGED BY: Z Semlak		START DATE: 10/02/24	END DATE: 10/02/24		
SURFACE ELEVATION: 955.1 ft		METHOD: Hand Auger		SURFACING: Pavement	WEATHER: Partly Cloudy		
Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487)	Sample	Sample Blows Recovery	q _p tsf	MC %	Tests or Remarks
954.0		PAVEMENT, 4 1/2 inches of bituminous over 9 inches of apparent aggregate base		AU			Water not observed while augering.
1.1		SILTY SAND (SM), fine to medium-grained, dark brown, moist					
952.1		END OF HAND AUGER					
3.0		Boring then backfilled with auger cuttings					
			5				
			10				

See Descriptive Terminology sheet for explanation of abbreviations

[illegible]

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2408515 Geotechnical Evaluation 2025 Plymouth Rehabilitittion Projects Various Street Locations Plymouth, Minnesota						HAND AUGER:		PC-10	
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OPERATOR: R Chapman			LOGGED BY: Z Semlak			START DATE: 10/02/24		END DATE: 10/02/24	
SURFACE ELEVATION: 949.6 ft				METHOD: Hand Auger		SURFACING: Pavement		WEATHER: Partly Cloudy	
Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487)			Sample	Sample Blows Recovery	q _p tsf	MC %	Tests or Remarks
948.6 1.0			PAVEMENT, 4 1/2 inches of bituminous over 8 inches of apparent aggregate base			AU			Water not observed while augering.
			SILTY SAND (SM), fine to medium-grained, with Gravel, dark brown, moist						
946.6 3.0			END OF HAND AUGER						
			Boring then backfilled with auger cuttings						
					5				
					10				

See Descriptive Terminology sheet for explanation of abbreviations

[illegible]

See Descriptive Terminology sheet for explanation of abbreviations

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Project Number B2408515 Geotechnical Evaluation 2025 Plymouth Rehabilitation Projects Various Street Locations Plymouth, Minnesota					HAND AUGER: PC-13		
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OPERATOR: R Chapman		LOGGED BY: Z Semlak		START DATE: 10/02/24	END DATE: 10/02/24		
SURFACE ELEVATION: 950.7 ft		METHOD: Hand Auger		SURFACING: Pavement	WEATHER: Partly Cloudy		
Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487)	Sample	Sample Blows Recovery	q _p tsf	MC %	Tests or Remarks
949.7		PAVEMENT, 3 3/4 inches of bituminous over 9 inches of apparent aggregate base		AU			Water not observed while augering.
1.0		SILTY SAND (SM), fine to medium-grained, trace Gravel, dark brown, moist					
947.7		END OF HAND AUGER					
3.0		Boring then backfilled with auger cuttings					
			5				
			10				

See Descriptive Terminology sheet for explanation of abbreviations

[illegible]

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2408515 Geotechnical Evaluation 2025 Plymouth Rehabilitittion Projects Various Street Locations Plymouth, Minnesota					HAND AUGER:		PC-15		
					LOCATION: Captured with RTK GPS.				
					DATUM: NAD 1983 HARN Adj MN Hennepin (US Feet)				
					NORTHING: 184369.4		EASTING: 488806.7		
OPERATOR: R Chapman			LOGGED BY: Z Semlak		START DATE: 10/02/24		END DATE: 10/02/24		
SURFACE ELEVATION: 944.7 ft				METHOD: Hand Auger		SURFACING: Pavement		WEATHER: Partly Cloudy	
Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487)			Sample	Sample Blows Recovery	q _p tsf	MC %	Tests or Remarks
943.7 1.0			PAVEMENT, 4 1/2 inches of bituminous over 8 inches of apparent aggregate base			AU			Water not observed while augering.
			SILTY SAND (SM), fine to medium-grained, trace Gravel, dark brown, moist						
941.7 3.0			END OF HAND AUGER						
			Boring then backfilled with auger cuttings						
					5				
					10				

Project Number B2408515 Geotechnical Evaluation 2025 Plymouth Rehabilittion Projects Various Street Locations Plymouth, Minnesota					HAND AUGER: PC-16		
					LOCATION: Captured with RTK GPS.		
					DATUM: NAD 1983 HARN Adj MN Hennepin (US Feet)		
					NORTHING: 192290.9	EASTING: 476048.3	
OPERATOR: R Chapman		LOGGED BY: Z Semlak		START DATE: 10/02/24	END DATE: 10/02/24		
SURFACE ELEVATION: 1001.2 ft		METHOD: Hand Auger		SURFACING: Pavement	WEATHER: Partly Cloudy		
Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487)	Sample	Sample Blows Recovery	q _p tsf	MC %	Tests or Remarks
999.8		PAVEMENT, 4 1/4 inches of bituminous over 12 inches of apparent aggregate base		AU			Water not observed while augering.
1.4		SILTY SAND (SM), fine-grained, trace Gravel, dark brown, moist					
998.2		END OF HAND AUGER					
3.0		Boring then backfilled with auger cuttings					
			5				
			10				

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2408515 Geotechnical Evaluation 2025 Plymouth Rehabilitation Projects Various Street Locations Plymouth, Minnesota					HAND AUGER: PC-17		
					LOCATION: Captured with RTK GPS.		
					DATUM: NAD 1983 HARN Adj MN Hennepin (US Feet)		
					NORTHING: 193011.0	EASTING: 475991.6	
OPERATOR: R Chapman		LOGGED BY: Z Semlak		START DATE: 10/02/24	END DATE: 10/02/24		
SURFACE ELEVATION: 998.9 ft		METHOD: Hand Auger		SURFACING: Pavement	WEATHER: Partly Cloudy		
Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487)	Sample	Sample Blows Recovery	q _p tsf	MC %	Tests or Remarks
997.5		PAVEMENT, 4 1/4 inches of bituminous over 12 inches of apparent aggregate base		AU			Water not observed while augering.
1.4		POORLY GRADED GRAVEL with SILT (SP-SM), fine to medium-grained, brown, moist					
995.9		END OF HAND AUGER					
3.0		Boring then backfilled with auger cuttings					
			5				
			10				

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2408515 Geotechnical Evaluation 2025 Plymouth Rehabilitittion Projects Various Street Locations Plymouth, Minnesota					HAND AUGER:		PC-18		
					LOCATION: Captured with RTK GPS.				
					DATUM: NAD 1983 HARN Adj MN Hennepin (US Feet)				
					NORTHING: 192396.3		EASTING: 475253.2		
OPERATOR: R Chapman			LOGGED BY: Z Semlak		START DATE: 10/02/24		END DATE: 10/02/24		
SURFACE ELEVATION: 1001.2 ft				METHOD: Hand Auger		SURFACING: Pavement		WEATHER: Partly Cloudy	
Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487)			Sample	Sample Blows Recovery	q _p tsf	MC %	Tests or Remarks
1000.3			PAVEMENT, 4 inches of bituminous over 7 inches of apparent aggregate base			AU			Water not observed while augering.
0.9			SILTY SAND (SM), fine to medium-grained, dark brown, moist						
998.2			END OF HAND AUGER						
3.0			Boring then backfilled with auger cuttings						
					5				
					10				

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2408515 Geotechnical Evaluation 2025 Plymouth Rehabilittion Projects Various Street Locations Plymouth, Minnesota					HAND AUGER: PC-19		
					LOCATION: Captured with RTK GPS.		
					DATUM: NAD 1983 HARN Adj MN Hennepin (US Feet)		
					NORTHING: 193395.7	EASTING: 475372.6	
OPERATOR: R Chapman		LOGGED BY: Z Semlak		START DATE: 10/02/24	END DATE: 10/02/24		
SURFACE ELEVATION: 1015.2 ft		METHOD: Hand Auger		SURFACING: Pavement	WEATHER: Partly Cloudy		
Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487)	Sample	Sample Blows Recovery	q _p tsf	MC %	Tests or Remarks
1014.0		PAVEMENT, 3 3/4 inches of bituminous over 10 inches of apparent aggregate base		AU			Water not observed while augering.
1.2		SILTY SAND (SM), fine to medium-grained, dark brown, moist					
1012.2		END OF HAND AUGER					
3.0		Boring then backfilled with auger cuttings					
			5				
			10				

Project Number B2408515 Geotechnical Evaluation 2025 Plymouth Rehabilittion Projects Various Street Locations Plymouth, Minnesota					HAND AUGER: PC-20		
					LOCATION: Captured with RTK GPS.		
					DATUM: NAD 1983 HARN Adj MN Hennepin (US Feet)		
					NORTHING: 194026.1	EASTING: 475037.7	
OPERATOR: R Chapman		LOGGED BY: Z Semlak		START DATE: 10/02/24	END DATE: 10/02/24		
SURFACE ELEVATION: 1020.9 ft		METHOD: Hand Auger		SURFACING: Pavement	WEATHER: Partly Cloudy		
Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487)	Sample	Sample Blows Recovery	q _p tsf	MC %	Tests or Remarks
1019.6		PAVEMENT, 4 inches of bituminous over 11 inches of apparent aggregate base		AU			Water not observed while augering.
1.3		SILTY SAND (SM), fine to medium-grained, trace Gravel, dark brown, moist					
1017.9		END OF HAND AUGER					
3.0		Boring then backfilled with auger cuttings					
			5				
			10				

Project Number B2408515 Geotechnical Evaluation 2025 Plymouth Rehabilittion Projects Various Street Locations Plymouth, Minnesota					HAND AUGER: PC-21		
					LOCATION: Captured with RTK GPS.		
					DATUM: NAD 1983 HARN Adj MN Hennepin (US Feet)		
					NORTHING: 193252.7	EASTING: 474894.8	
OPERATOR: R Chapman		LOGGED BY: Z Semlak		START DATE: 10/02/24	END DATE: 10/02/24		
SURFACE ELEVATION: 1029.0 ft		METHOD: Hand Auger		SURFACING: Pavement	WEATHER: Partly Cloudy		
Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487)	Sample	Sample Blows Recovery	q _p tsf	MC %	Tests or Remarks
1027.7		PAVEMENT, 4 3/4 inches of bituminous over 8 inches of apparent aggregate base		AU			Water not observed while augering.
1.3		SILTY SAND (SM), fine to medium-grained, trace Gravel, dark brown, moist					
1026.0		END OF HAND AUGER Boring then backfilled with auger cuttings					
3.0							
			5				
			10				

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2408515 Geotechnical Evaluation 2025 Plymouth Rehabilitittion Projects Various Street Locations Plymouth, Minnesota					HAND AUGER: PC-22		
					LOCATION: Captured with RTK GPS.		
					DATUM: NAD 1983 HARN Adj MN Hennepin (US Feet)		
					NORTHING: 192835.4	EASTING: 475038.0	
OPERATOR: R Chapman		LOGGED BY: Z Semlak		START DATE: 10/02/24	END DATE: 10/02/24		
SURFACE ELEVATION: 1023.6 ft		METHOD: Hand Auger		SURFACING: Pavement	WEATHER: Partly Cloudy		
Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487)	Sample	Sample Blows Recovery	q _p tsf	MC %	Tests or Remarks
1022.6		PAVEMENT, 4 inches of bituminous over 7 inches of apparent aggregate base					
1.0		SILTY SAND (SM), fine to medium-grained, dark brown, moist		AU			
1020.6		END OF HAND AUGER					Water not observed while augering.
3.0		Boring then backfilled with auger cuttings					
			5				
			10				

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See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2103397 Geotechnical Evaluation City of Plymouth 2023 Projects Various Roads Plymouth, Minnesota					BORING: PAB-02		
					LOCATION: See attached sketch		
					NORTHING: 169185	EASTING: 479202	
DRILLER: C. McClain		LOGGED BY: N. Lund		START DATE: 05/21/21	END DATE: 05/21/21		
SURFACE ELEVATION: 975.4 ft		RIG: 7514	METHOD: Power Auger	SURFACING: Bituminous	WEATHER: Cloudy/Rain		
Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q _p tsf	MC %	Tests or Remarks
973.8		PAVEMENT, 7 inches of bituminous over 12 inches of apparent aggregate base				12	Pavement was cored Water not observed while drilling.
1.6		POORLY GRADED SAND with SILT (SP-SM), fine-grained, trace Gravel, brown, moist					
970.9		SANDY LEAN CLAY (CL), gray, moist	5				
4.5		END OF BORING					
970.4		Boring then backfilled with auger cuttings					
5.0							
			10				
			15				
			20				
			25				
			30				

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See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2103397 Geotechnical Evaluation City of Plymouth 2023 Projects Various Roads Plymouth, Minnesota					BORING: PAB-04		
					LOCATION: See attached sketch		
					NORTHING: 170658	EASTING: 480964	
DRILLER: C. McClain		LOGGED BY: N. Lund		START DATE: 05/21/21	END DATE: 05/21/21		
SURFACE ELEVATION: 987.4 ft		RIG: 7514	METHOD: Power Auger	SURFACING: Bituminous	WEATHER: Cloudy/Rain		
Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q _p tsf	MC %	Tests or Remarks
986.6		PAVEMENT, 8 inches of bituminous over 2					Pavement was cored
0.8		inches of apparent aggregate base					
985.4		SILTY SAND (SM), fine to medium-grained, brown, moist					
2.0		SANDY LEAN CLAY (CL), brown, moist					
982.4		END OF BORING	5				Water not observed while drilling.
5.0		Boring then backfilled with auger cuttings					
			10				
			15				
			20				
			25				
			30				

Project Number B2103397 Geotechnical Evaluation City of Plymouth 2023 Projects Various Roads Plymouth, Minnesota					BORING: PAB-05		
					LOCATION: See attached sketch		
					NORTHING: 170943	EASTING: 481209	
DRILLER: C. McClain		LOGGED BY: N. Lund		START DATE: 05/21/21	END DATE: 05/21/21		
SURFACE ELEVATION: 972.7 ft		RIG: 7514	METHOD: Power Auger	SURFACING: Bituminous	WEATHER: Cloudy/Rain		
Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q _p tsf	MC %	Tests or Remarks
970.9		PAVEMENT, 9 inches of bituminous over 13 inches of apparent aggregate base					Pavement was cored
1.8		SANDY LEAN CLAY (CL), dark gray, moist					
967.7		END OF BORING	5				Water not observed while drilling.
5.0		Boring then backfilled with auger cuttings					
			10				
			15				
			20				
			25				
			30				

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2103397 Geotechnical Evaluation City of Plymouth 2023 Projects Various Roads Plymouth, Minnesota					BORING: PAB-06		
					LOCATION: See attached sketch		
					NORTHING: 171049	EASTING: 481699	
DRILLER: C. McClain		LOGGED BY: N. Lund		START DATE: 05/21/21	END DATE: 05/21/21		
SURFACE ELEVATION: 953.2 ft		RIG: 7514	METHOD: Power Auger	SURFACING: Bituminous	WEATHER: Cloudy/Rain		
Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q _p tsf	MC %	Tests or Remarks
952.6		PAVEMENT, 7 1/2 inches of bituminous					Pavement was cored
0.6		SANDY LEAN CLAY (CL), trace Gravel, brown, moist					
951.1		SILTY SAND (SM), fine to medium-grained, with Gravel, brown, moist					
2.1							
948.2		END OF BORING	5				Water not observed while drilling.
5.0		Boring then backfilled with auger cuttings					
			10				
			15				
			20				
			25				
			30				

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2103397 Geotechnical Evaluation City of Plymouth 2023 Projects Various Roads Plymouth, Minnesota					BORING: PAB-07		
					LOCATION: See attached sketch		
					NORTHING: 171097	EASTING: 482163	
DRILLER: C. McClain		LOGGED BY: N. Lund		START DATE: 05/21/21	END DATE: 05/21/21		
SURFACE ELEVATION: 949.8 ft		RIG: 7514	METHOD: Power Auger	SURFACING: Bituminous	WEATHER: Cloudy/Rain		
Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q _p tsf	MC %	Tests or Remarks
948.6		PAVEMENT, 7 inches of bituminous over 7 inches of apparent aggregate base					Pavement was cored
1.2		SILTY SAND (SM), fine to medium-grained, with Gravel, brown, moist					
946.3		POORLY GRADED SAND with SILT (SP-SM), fine-grained, brown, moist					
3.5							Water not observed while drilling.
944.8		END OF BORING	5				
5.0		Boring then backfilled with auger cuttings					
			10				
			15				
			20				
			25				
			30				

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2103397 Geotechnical Evaluation City of Plymouth 2023 Projects Various Roads Plymouth, Minnesota					BORING: PAB-08		
					LOCATION: See attached sketch		
					NORTHING: 171082	EASTING: 482667	
DRILLER: C. McClain		LOGGED BY: N. Lund		START DATE: 05/21/21	END DATE: 05/21/21		
SURFACE ELEVATION: 946.9 ft		RIG: 7514	METHOD: Power Auger	SURFACING: Bituminous	WEATHER: Cloudy/Rain		
Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q _p tsf	MC %	Tests or Remarks
945.2		PAVEMENT, 2 1/2 inches of bituminous over 17 1/2 inches of apparent aggregate base					Pavement was cored
1.7		SANDY LEAN CLAY (CL), brown to light brown, moist					
941.9		END OF BORING	5				Water not observed while drilling.
5.0		Boring then backfilled with auger cuttings					
			10				
			15				
			20				
			25				
			30				

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2103397 Geotechnical Evaluation City of Plymouth 2023 Projects Various Roads Plymouth, Minnesota					BORING: PAB-09		
					LOCATION: See attached sketch		
					NORTHING: 171133	EASTING: 483124	
DRILLER: C. McClain		LOGGED BY: N. Lund		START DATE: 05/21/21	END DATE: 05/21/21		
SURFACE ELEVATION: 941.3 ft		RIG: 7514	METHOD: Power Auger	SURFACING: Bituminous	WEATHER: Cloudy/Rain		
Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q _p tsf	MC %	Tests or Remarks
940.0		PAVEMENT, 2 3/4 inches of bituminous over 12 inches of apparent aggregate base					Pavement was cored
1.3		SILTY SAND (SM), fine to medium-grained, with Gravel, brown, moist					
939.0		SANDY LEAN CLAY (CL), gray, moist					
2.3							
936.3			5				Water not observed while drilling.
5.0		END OF BORING					
		Boring then backfilled with auger cuttings					
			10				
			15				
			20				
			25				
			30				

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2103397 Geotechnical Evaluation City of Plymouth 2023 Projects Various Roads Plymouth, Minnesota					BORING: PAB-10		
					LOCATION: See attached sketch		
					NORTHING: 171023	EASTING: 483531	
DRILLER: C. McClain		LOGGED BY: N. Lund		START DATE: 05/21/21	END DATE: 05/21/21		
SURFACE ELEVATION: 944.5 ft		RIG: 7514	METHOD: Power Auger	SURFACING: Bituminous	WEATHER: Cloudy/Rain		
Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q _p tsf	MC %	Tests or Remarks
943.3		PAVEMENT, 7 inches of bituminous over 7 inches of apparent aggregate base					Pavement was cored
1.2		SILTY SAND (SM), fine-grained, brown, moist					
942.6		CLAYEY SAND (SC), brown, moist					
1.9		SILT (ML), gray, moist, rust staining					
941.5							Water not observed while drilling.
3.0							
939.5		END OF BORING	5				
5.0		Boring then backfilled with auger cuttings					
			10				
			15				
			20				
			25				
			30				

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2103397 Geotechnical Evaluation City of Plymouth 2023 Projects Various Roads Plymouth, Minnesota					BORING: PAB-11		
					LOCATION: See attached sketch		
					NORTHING: 171051	EASTING: 484026	
DRILLER: C. McClain		LOGGED BY: N. Lund		START DATE: 05/21/21	END DATE: 05/21/21		
SURFACE ELEVATION: 946.9 ft		RIG: 7514	METHOD: Power Auger	SURFACING: Bituminous	WEATHER: Cloudy/Rain		
Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q _p tsf	MC %	Tests or Remarks
945.6		PAVEMENT, 6 3/4 inches of bituminous over 9 inches of apparent aggregate base					Pavement was cored
1.3		SILTY SAND (SM), fine to medium-grained, Clay lumps, brown, moist					
942.9		POORLY GRADED SAND (SP), fine to medium-grained, trace Gravel, brown, moist					
4.0							
941.9		END OF BORING	5				Water not observed while drilling.
5.0		Boring then backfilled with auger cuttings					
			10				
			15				
			20				
			25				
			30				

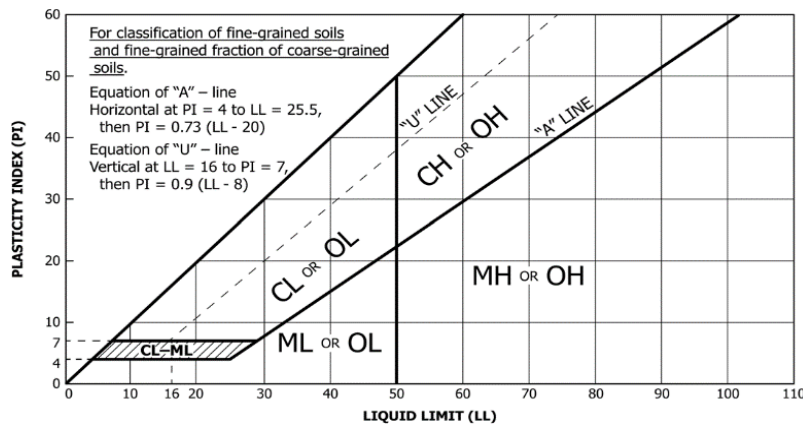
Project Number B2103397 Geotechnical Evaluation City of Plymouth 2023 Projects Various Roads Plymouth, Minnesota					BORING: PAB-12		
					LOCATION: See attached sketch		
					NORTHING: 171028	EASTING: 484467	
DRILLER: C. McClain		LOGGED BY: N. Lund		START DATE: 05/21/21	END DATE: 05/21/21		
SURFACE ELEVATION: 957.8 ft		RIG: 7514	METHOD: Power Auger	SURFACING: Bituminous	WEATHER: Cloudy/Rain		
Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q _p tsf	MC %	Tests or Remarks
956.7 1.1		PAVEMENT, 3 inches of bituminous over 10 inches of apparent aggregate base					Pavement was cored
952.8 5.0		CLAYEY SAND (SC), dark brown, moist					
		END OF BORING	5				Water not observed while drilling.
		Boring then backfilled with auger cuttings					
			10				
			15				
			20				
			25				
			30				

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2103397 Geotechnical Evaluation City of Plymouth 2023 Projects Various Roads Plymouth, Minnesota					BORING: PAB-13		
					LOCATION: See attached sketch		
					NORTHING: 171059	EASTING: 484965	
DRILLER: C. McClain		LOGGED BY: N. Lund		START DATE: 05/21/21	END DATE: 05/21/21		
SURFACE ELEVATION: 981.1 ft		RIG: 7514	METHOD: Power Auger	SURFACING: Bituminous	WEATHER: Cloudy/Rain		
Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q _p tsf	MC %	Tests or Remarks
979.8		PAVEMENT, 6 1/2 inches of bituminous over 9 inches of apparent aggregate base					Pavement was cored
1.3		SILTY SAND (SM), fine to coarse-grained, with Gravel, brown, moist					
979.3 1.8		SANDY LEAN CLAY (CL), dark brown, moist					
976.1 5.0		END OF BORING	5				Water not observed while drilling.
		Boring then backfilled with auger cuttings					
			10				
			15				
			20				
			25				
			30				

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests ^A				Group Symbol	Soil Classification
					Group Name ^B
Coarse-grained Soils (more than 50% retained on No. 200 sieve)	Gravels (More than 50% of coarse fraction retained on No. 4 sieve)	Clean Gravels (Less than 5% fines ^C)	$C_u \geq 4$ and $1 \leq C_c \leq 3^D$	GW	Well-graded gravel ^E
			$C_u < 4$ and/or ($C_c < 1$ or $C_c > 3$) ^D	GP	Poorly graded gravel ^E
		Gravels with Fines (More than 12% fines ^C)	Fines classify as ML or MH	GM	Silty gravel ^{EFG}
			Fines Classify as CL or CH	GC	Clayey gravel ^{EFG}
	Sands (50% or more coarse fraction passes No. 4 sieve)	Clean Sands (Less than 5% fines ^H)	$C_u \geq 6$ and $1 \leq C_c \leq 3^D$	SW	Well-graded sand ^I
			$C_u < 6$ and/or ($C_c < 1$ or $C_c > 3$) ^D	SP	Poorly graded sand ^I
		Sands with Fines (More than 12% fines ^H)	Fines classify as ML or MH	SM	Silty sand ^{FGI}
			Fines classify as CL or CH	SC	Clayey sand ^{FGI}
Fine-grained Soils (50% or more passes the No. 200 sieve)	Silts and Clays (Liquid limit less than 50)	Inorganic	PI > 7 and plots on or above "A" line ^J	CL	Lean clay ^{KLM}
			PI < 4 or plots below "A" line ^J	ML	Silt ^{KLM}
		Organic	Liquid Limit – oven dried Liquid Limit – not dried <0.75	OL	Organic clay ^{KLMN} Organic silt ^{KLMQ}
			PI plots on or above "A" line	CH	Fat clay ^{KLM}
	Silts and Clays (Liquid limit 50 or more)	Inorganic	PI plots below "A" line	MH	Elastic silt ^{KLM}
			Liquid Limit – oven dried Liquid Limit – not dried <0.75	OH	Organic clay ^{KLMP} Organic silt ^{KLMQ}
		Organic	Liquid Limit – oven dried Liquid Limit – not dried <0.75		
Highly Organic Soils		Primarily organic matter, dark in color, and organic odor		PT	Peat

- A. Based on the material passing the 3-inch (75-mm) sieve.
B. If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.
C. Gravels with 5 to 12% fines require dual symbols:
GW-GM well-graded gravel with silt
GW-GC well-graded gravel with clay
GP-GM poorly graded gravel with silt
GP-GC poorly graded gravel with clay
D. $C_u = D_{60} / D_{10}$ $C_c = (D_{30})^2 / (D_{10} \times D_{60})$
E. If soil contains $\geq 15\%$ sand, add "with sand" to group name.
F. If fines classify as CL-ML, use dual symbol GC-GM or SC-SM.
G. If fines are organic, add "with organic fines" to group name.
H. Sands with 5 to 12% fines require dual symbols:
SW-SM well-graded sand with silt
SW-SC well-graded sand with clay
SP-SM poorly graded sand with silt
SP-SC poorly graded sand with clay
I. If soil contains $\geq 15\%$ gravel, add "with gravel" to group name.
J. If Atterberg limits plot in hatched area, soil is CL-ML, silty clay.
K. If soil contains 15 to < 30% plus No. 200, add "with sand" or "with gravel", whichever is predominant.
L. If soil contains $\geq 30\%$ plus No. 200, predominantly sand, add "sandy" to group name.
M. If soil contains $\geq 30\%$ plus No. 200 predominantly gravel, add "gravelly" to group name.
N. PI ≥ 4 and plots on or above "A" line.
O. PI < 4 or plots below "A" line.
P. PI plots on or above "A" line.
Q. PI plots below "A" line.



Laboratory Tests			
DD	Dry density, pcf	q_p	Pocket penetrometer strength, tsf
WD	Wet density, pcf	q_u	Unconfined compression test, tsf
P200	% Passing #200 sieve	LL	Liquid limit
MC	Moisture content, %	PL	Plastic limit
OC	Organic content, %	PI	Plasticity index

Particle Size Identification

Boulders.....	over 12"
Cobbles.....	3" to 12"
Gravel	
Coarse.....	3/4" to 3" (19.00 mm to 75.00 mm)
Fine.....	No. 4 to 3/4" (4.75 mm to 19.00 mm)
Sand	
Coarse.....	No. 10 to No. 4 (2.00 mm to 4.75 mm)
Medium.....	No. 40 to No. 10 (0.425 mm to 2.00 mm)
Fine.....	No. 200 to No. 40 (0.075 mm to 0.425 mm)
Silt.....	No. 200 (0.075 mm) to .005 mm
Clay.....	< .005 mm

Relative Proportions^{L M}

trace.....	0 to 5%
little.....	6 to 14%
with.....	$\geq 15\%$

Inclusion Thicknesses

lens.....	0 to 1/8"
seam.....	1/8" to 1"
layer.....	over 1"

Apparent Relative Density of Cohesionless Soils

Very loose	0 to 4 BPF
Loose	5 to 10 BPF
Medium dense.....	11 to 30 BPF
Dense.....	31 to 50 BPF
Very dense.....	over 50 BPF

Consistency of Cohesive Soils

Blows Per Foot	Approximate Unconfined Compressive Strength
Very soft.....	0 to 1 BPF..... < 0.25 tsf
Soft.....	2 to 4 BPF..... 0.25 to 0.5 tsf
Medium.....	5 to 8 BPF..... 0.5 to 1 tsf
Stiff.....	9 to 15 BPF..... 1 to 2 tsf
Very Stiff.....	16 to 30 BPF..... 2 to 4 tsf
Hard.....	over 30 BPF..... > 4 tsf

Moisture Content:

Dry: Absence of moisture, dusty, dry to the touch.
Moist: Damp but no visible water.
Wet: Visible free water, usually soil is below water table.

Drilling Notes:

Blows/N-value: Blows indicate the driving resistance recorded for each 6-inch interval. The reported N-value is the blows per foot recorded by summing the second and third interval in accordance with the Standard Penetration Test, ASTM D1586.

Partial Penetration: If the sampler could not be driven through a full 6-inch interval, the number of blows for that partial penetration is shown as #/x" (i.e. 50/2"). The N-value is reported as "REF" indicating refusal.

Recovery: Indicates the inches of sample recovered from the sampled interval. For a standard penetration test, full recovery is 18", and is 24" for a thinwall/shelby tube sample.

WOH: Indicates the sampler penetrated soil under weight of hammer and rods alone; driving not required.

WOR: Indicates the sampler penetrated soil under weight of rods alone; hammer weight and driving not required.

Water Level: Indicates the water level measured by the drillers either while drilling (), at the end of drilling (), or at some time after drilling ().

Sample Symbols

	Standard Penetration Test		Rock Core
	Modified California (MC)		Thinwall (TW)/Shelby Tube (SH)
	Auger		Texas Cone Penetrometer
	Grab Sample		Dynamic Cone Penetrometer

Appendix B

Results - Carlson Parkway/6th Avenue

Street	Boring	Direction	HMA	Agg Base	Total	Notes
Carlson Pkwy	PAB-01	EB	6.75	11	17.8	
Carlson Pkwy	PAB-02	WB	7	12	19.0	
Carlson Pkwy	PAB-03	EB	7.75	5	12.8	
Carlson Pkwy	PAB-04	EB	8	8	16.0	
Carlson Pkwy	PAB-05	WB	9	13	22.0	
Carlson Pkwy	PAB-06	EB	7.5	16	23.5	CL just below HMA
Carlson Pkwy	PAB-07	WB	7	7	14.0	
6th Ave	PAB-08	EB	2.5	17	19.5	Likely stripped pavement/partial recovery
6th Ave	PAB-09	WB	2.75	12	14.8	Likely stripped pavement/partial recovery
6th Ave	PAB-10	EB	7	7	14.0	
6th Ave	PAB-11	WB	6.75	9	15.8	
6th Ave	PAB-12	EB	3	10	13.0	Likely stripped pavement/partial recovery
6th Ave	PAB-13	WB	6.5	9	15.5	

Bituminous GPR Results - Mission Hills/Southwood					
Segment	Bituminous (inches)				
	Average	Standard Deviation	Minimum*	Maximum	10th Percentile
Quantico Ln N (51st Ave N - Cul-de-sac) (EB/WB)	3.5	0.6	2.5	5.1	2.7
Quantico Ln N/51st Ave N (Schmidt Lake Rd - Terraceview Ln) (NB/WB)	3.8	1.2	2.7	6.7	2.6
51st Ave N/Quantico Ln N (Terraceview Ln - Schmidt Lake Rd) (EB/SB)	3.9	0.9	2.3	6.7	2.6
Terraceview Ln N (Schmidt Lake Rd - Roundabout) (NB)	3.8	1.2	2.5	7.2	3
Terraceview Ln N (Roundabout - Schmidt Lake Rd) (SB)	3.9	0.7	2.6	7.5	3.4
50th Ave N (Terraceview Ln - Cul-de-sac) (WB/EB)	3.8	0.8	2.6	7.1	3
50th Pl (Terraceview Ln - Cul-de-sac) (WB/EB)	3.6	0.5	2.7	6.0	3
51st Ave N (Terraceview Ln - Vicksburg Ln) (WB)	3.9	0.7	2.9	6.8	3.4
51st Ave N (Vicksburg Ln - Terraceview Ln) (EB)	4.1	0.7	2.6	6.1	3.5
Upland Ln N (51st Ave N - Street Split) (NB)	4.3	0.8	3.4	5.6	4
Upland Ln N (Street Split - 51st Ave N) (SB)	4.2	0.7	3.3	5.2	3.7
Upland Ln/Terraceview Ln/51st Pl (51st Pl - Upland Ln)	4.0	0.7	2.6	6.6	3.4
Upland Ln/Terraceview Ln/51st Pl (Upland Ln - 51st Pl)	4.0	0.6	2.6	6.6	3.3
52nd Ave N/Upland Ct/Upland Ln (Terraceview Ln - Terraceview Ln)	3.9	0.6	2.6	7.3	3.3
52nd Ave N/Upland Ct/Upland Ln (Terraceview Ln - Terraceview Ln)	3.9	0.6	3.4	7.3	3.3
52nd Ave N (Cul-de-sac)	4.3	0.6	2.6	5.8	3.7
51st Ave N (Terraceview Ln - 51st Ave N) (EB/WB)	4.2	0.8	3.0	7.4	3.4
40th Ave/Goldenrod Ln (Zachary Ln - Cul-de-sac) (WB)	3.4	0.9	2.9	5.2	3
40th Ave/Goldenrod Ln (Cul-de-sac - Zachary Ln) (EB)	3.7	0.4	2.5	5.6	3.2
41st Ave N (40th Ave N - Goldenrod Ln) (WB)	3.7	0.4	2.5	5.5	3.3
41st Ave N (Goldenrod Ln - 40th Ave N) (EB)	3.5	0.8	3.5	4.8	3
Arrowood Ln N (40th Ave N - Cul-de-sac) (SB/NB)	3.6	1.2	2.6	5.7	3
Balsam Ln N (40th Ave N - Cul-de-sac) (SB/NB)	4.2	0.7	3.3	5.8	3.5

Cottonwood Ln N (40th Ave N - Cul-de-sac) (WB/EB)	4.1	0.8	2.1	6.2	3.3
41st Ave N (Evergreen Ln - Cul-de-sac) (EB/WB)	4.0	0.6	3.0	5.7	3.5
40th Pl N (Goldenrod Ln - Cul-de-sac) (EB/WB)	4.0	0.7	2.6	5.8	3.3
ForestviewLn N (38th Ave N - Cul-de-sac) (NB/SB)	4.5	0.6	3.7	5.7	4.1
38th Ave N (Evergreen Ln - Cul-de-sac) (EB/WB)	5.0	0.6	4.3	6.4	4.4
Deerwood Ln (39th AveN - Cul-de-sac) (NB/SB)	5.0	0.8	4.4	7.5	4.4
37th Pl N (Evergreen Ln - Cul-de-sac) (WB/EB)	4.3	0.9	2.9	6.9	3.5
Cottonwood Ln N (37th Ave N - Cul-de-sac) (NB/SB)	4.5	0.6	3.0	6.1	3.8
Balsam Ln N (Arrowood Ln N - Cul-de-sac) (NB/SB)	4.7	0.8	3.8	6.3	4.3
Balsam Ln N (39th AveN - South Cul-de-sac) (SB/NB)	4.5	0.5	3.7	5.5	4
Balsam Ln N (39th Ave N - North Cul-de-sac) (NB/SB)	4.7	0.7	3.8	6.4	4.3
38th Ave N (Evergreen Ln - Cul-de-sac) (WB/EB)	4.6	1.0	3.5	6.1	4.1
Evergreen Ln (39th Ave N - 40th Ave N) (WB)	4.2	0.8	3.4	6.0	3.6
Evergreen Ln (40th Ave N - 39th Ave N) (EB)	4.2	0.7	3.5	5.9	3.5
39th Ave N (Zachary Ln - 36th Ave) (WB/SB)	4.7	0.5	3.0	6.1	4.1
39th Ave N (36th Ave - Zachary Ln) (NB/EB)	4.5	0.5	3.0	6.0	3.9
Arrowood Ln N/37th Ave N (39th Ave N - Cul-de-sac) (WB)	4.7	0.6	3.5	6.3	4.1
Arrowood Ln N/37th Ave N (Cul-de-sac - 39th Ave N) (EB)	4.1	1.2	2.8	6.2	3.4
36th Ave N (Cul-de-sac - Zachary Ln) (EB)	3.7	1.0	3.4	5.5	3.5
36th Ave N (Zachary Ln - Cul-de-sac) (WB)	4.2	0.6	3.0	6.1	3.5
ForestviewLn N (36th Ave - Cul-de-sac) (NB/SB)	4.5	0.7	3.3	6.1	3.8

*Minimum values can be extreme outliers resulting from noise and other erroneous readings. We recommend using 10th percentile values and consulting the graphics provided in Appendix B.

Pavement Core and Hand Auger Boring Results					
Core Number	Location	Bituminous Thickness (inches)	Apparent Aggregate Base Thickness (inches)	Total Thickness (inches)	Core Condition
PC-1	36th Ave	4 1/2	6	10 1/2	Low to moderate severity stripping; Debonding at 1 1/2 inches below surface; Surface deterioration.
PC-2	Forestview Ln	4 3/4	8	12 3/4	Good condition.
PC-3	Balsam Ln	4 1/2	7	11 1/2	Upper 2 inches, low severity stripping; bottom 2 1/2 inches, good condition.
PC-4	Evergreen Ln	4 3/4	6	10 3/4	Low to moderate severity stripping; Debonding at 1 1/2 inches below surface.
PC-5	38th Ave	5	8	13	Good condition.
PC-6	39th Ave	4 3/4	6	10 3/4	Debonding at 1 3/4 inches below surface; low severity stripping.
PC-7	Arrowood Ln	4 1/2	7	11 1/2	Good condition.
PC-8	Cottonwood Ln	4 1/2	9	13 1/2	Low to moderate severity stripping; Debonding at 1 1/2 inches below surface.
PC-9	38th Ave N	5 1/4	8	13 1/4	Good condition.
PC-10	Evergreen Ln	4 1/2	8	12 1/2	Good condition.
PC-11	41st Ave	3 3/4	6	9 3/4	Good condition.
PC-12	40th Ave	4 1/4	7	11 1/4	Good condition in upper 3 inches; Bottom 1 1/4 inches, low severity stripping.
PC-13		3 3/4	9	12 3/4	Good condition.
PC-14	Arrowood Ln N	4	6	10	Low severity stripping.
PC-15	37th Ave	4 1/2	8	12 1/2	Good condition.
PC-16	Quantico Ln N	4 1/4	12	16 1/4	Good condition.
PC-17		4 1/4	12	16 1/4	Good condition.
PC-18	51st Ave	4	7	11	Good condition.
PC-19	51st Pl N	3 3/4	10	13 3/4	Low severity stripping in upper 2 inches; Bottom 1 3/4 inches, good condition.
PC-20	52nd Ave N	4	11	15	Good condition.
PC-21	Upland Ln N	4 3/4	8	12 3/4	Good condition.
PC-22	50th Pl N	4	7	11	Good condition.

State Aid 10 Ton ESAL Traffic Forecast Calculator

This ESAL calculator is for use with **default Heavy Commerical Traffic values**; click "User Defined Traffic Values" sheet below if you wish to enter your own Heavy Commercial Traffic values.

Instructions: All yellow boxes require an input value.

Dropdown choices are provided for Base Year (C18), Number of Lanes (C19), and Urban or Rural (C21).

You must click on cells C18, C19, and C21 to access the dropdown choices.

General Information

Date
Forecast Performed by
Name of County or City
Project Number
Project Description
Route Number
Base Year (i.e. opening to traffic)
Number of Lanes (total both directions)
Current AADT
Urban or Rural
Historical AADT (enter a minimum of two years)
Enter oldest traffic data here
Enter second oldest traffic data here
Enter third oldest traffic data here
Enter fourth oldest traffic data here
Base Year AADT
20-Year AADT
35-Year AADT
Growth Rate

11-8-2024	
Braun Intertec	
Plymouth, MN	
B2408515	
Carlson Parkway - FDR	
MSAS 172	
2026	
4 = 4 lane undivided	
12,400	
Urban	
Year	AADT
1997	11,000
2003	10,400
2009	12,100
2017	12,400
2026	13,220
2046	15,000
2061	16,340
0.67%	

Vehicle Type	Vehicle Class %	ESAL Factors	
		Flexible	Rigid
2AX-6TIRE SU	1.48%	0.25	0.24
3AX+SU	0.10%	0.58	0.85
3AX TST	0.13%	0.39	0.37
4AX TST	0.26%	0.51	0.53
5AX+TST	1.89%	1.13	1.89
TR TR, BUSES	0.62%	0.57	0.74
TWIN TRAILERS	0.00%	2.40	2.33
Total	4.49%	NA	NA

20-Year Flexible Forecast (10 Ton) = 1,694,000
 20-Year Rigid Forecast (10 Ton) = 2,544,000
 35-Year Flexible Forecast (10 Ton) = 3,043,000
 35-Year Rigid Forecast (10 Ton) = 4,569,000

Note: This ESAL Calculator provides reasonable estimation of ESAL's based on accurate AADT values. It is limited to an AADT value of 20,000. For roadways exceeding an AADT of 20,000, it is recommended to use the MnDOT ESAL Forecasting Tool found on MnDOT's Pavement Design web page at:
<http://www.dot.state.mn.us/materials/pvmtdesign/software.html>

State Aid 10 Ton ESAL Traffic Forecast Calculator

This ESAL calculator is for use with **default Heavy Commercial Traffic values**; click "User Defined Traffic Values" sheet below if you wish to enter your own Heavy Commercial Traffic values.

Instructions: All yellow boxes require an input value.

Dropdown choices are provided for Base Year (C18), Number of Lanes (C19), and Urban or Rural (C21).

You must click on cells C18, C19, and C21 to access the dropdown choices.

General Information

Date
Forecast Performed by
Name of County or City
Project Number
Project Description
Route Number
Base Year (i.e. opening to traffic)
Number of Lanes (total both directions)
Current AADT
Urban or Rural
Historical AADT (enter a minimum of two years)
Enter oldest traffic data here
Enter second oldest traffic data here
Enter third oldest traffic data here
Enter fourth oldest traffic data here
Base Year AADT
20-Year AADT
35-Year AADT
Growth Rate

11-8-2024	
Braun Intertec	
Plymouth, MN	
B2408515	
6th Avenue - FDR	
MSAS 172	
2026	
4 = 4 lane undivided	
1,351	
Urban	
Year	AADT
1997	2,150
2003	2,000
2009	1,950
2023	1,351
2026	1,310
2046	1,441
2061	1,539
0.50%	

Vehicle Type	Vehicle Class %	ESAL Factors	
		Flexible	Rigid
2AX-6TIRE SU	1.38%	0.25	0.24
3AX+SU	0.06%	0.58	0.85
3AX TST	0.10%	0.39	0.37
4AX TST	0.19%	0.51	0.53
5AX+TST	1.49%	1.13	1.89
TR TR, BUSES	0.66%	0.57	0.74
TWIN TRAILERS	0.00%	2.40	2.33
Total	3.89%	NA	NA

20-Year Flexible Forecast (10 Ton) = 137,000
20-Year Rigid Forecast (10 Ton) = 204,000
35-Year Flexible Forecast (10 Ton) = 244,000
35-Year Rigid Forecast (10 Ton) = 362,000

Note: This ESAL Calculator provides reasonable estimation of ESAL's based on accurate AADT values. It is limited to an AADT value of 20,000. For roadways exceeding an AADT of 20,000, it is recommended to use the MnDOT ESAL Forecasting Tool found on MnDOT's Pavement Design web page at:

<http://www.dot.state.mn.us/materials/pvmtdesign/software.html>

Revised: 5/6/2020

State Aid 10 Ton ESAL Traffic Forecast Calculator

This ESAL calculator is for use with **default Heavy Commerical Traffic values**; click "User Defined Traffic Values" sheet below if you wish to enter your own Heavy Commercial Traffic values.

Instructions: All yellow boxes require an input value.

Dropdown choices are provided for Base Year (C18), Number of Lanes (C19), and Urban or Rural (C21).

You must click on cells C18, C19, and C21 to access the dropdown choices.

General Information

Date
Forecast Performed by
Name of County or City
Project Number
Project Description
Route Number
Base Year (i.e. opening to traffic)
Number of Lanes (total both directions)
Current AADT
Urban or Rural
Historical AADT (enter a minimum of two years)
Enter oldest traffic data here
Enter second oldest traffic data here
Enter third oldest traffic data here
Enter fourth oldest traffic data here
Base Year AADT
20-Year AADT
35-Year AADT
Growth Rate

11-8-2024	
Braun Intertec	
Plymouth, MN	
B2408515	
Mill & Overlay	
36th Avenue (M 49)	
2025	
2 = typical 2 lane	
1,145	
Urban	
Year	AADT
2013	1,100
2017	1,050
2024	1,145
2025	1,130
2045	1,243
2060	1,328
0.50%	

Vehicle Type	Vehicle Class %	ESAL Factors	
		Flexible	Rigid
2AX-6TIRE SU	1.38%	0.25	0.24
3AX+SU	0.06%	0.58	0.85
3AX TST	0.10%	0.39	0.37
4AX TST	0.19%	0.51	0.53
5AX+TST	1.49%	1.13	1.89
TR TR, BUSES	0.66%	0.57	0.74
TWIN TRAILERS	0.00%	2.40	2.33
Total	3.88%	NA	NA

20-Year Flexible Forecast (10 Ton) = 131,000
20-Year Rigid Forecast (10 Ton) = 195,000
35-Year Flexible Forecast (10 Ton) = 233,000
35-Year Rigid Forecast (10 Ton) = 346,000

Note: This ESAL Calculator provides reasonable estimation of ESAL's based on accurate AADT values. It is limited to an AADT value of 20,000. For roadways exceeding an AADT of 20,000, it is recommended to use the MnDOT ESAL Forecasting Tool found on MnDOT's Pavement Design web page at:
<http://www.dot.state.mn.us/materials/pvmtdesign/software.html>

MnPAVE 7.103 Design Summary**Hot-Mix Asphalt****MnPAVE File:****20 Year Reliability:** 94.3% (90% recommended) 5,000 cycles

Project Information**District:** Metro**County:** Hennepin**City:** Plymouth**Project No.:** B2408515**Route:** MSAS 172 (Carlson) **Ref. Post:** Cheshire Pkwy to Xenium Ln**Letting Date:** 11/8/2024**Designer:** Bolton & Menk, Inc.**Soils Engineer:** Braun Intertec

Climate Information**Seasons:** 5**Location:** 45° 2.49' Latitude, 93° 29' Longitude

Structural Information

Layer	Type	Subtype	Thickness, in.
1a	Hot-Mix Asphalt	C - PG58H-34, 5% Pb, Size B	2.00
1b		C - PG58H-34, 5% Pb, Size B	2.00
1c		B - PG58S-28, 5% Pb, Size B	2.00
2	Aggregate Base	FDR	6.00
3	Aggregate Base	Class 5	4.00
4	Engineered Soil	CL R20	12.00
5	Undisturbed Soil	Clay Loam	

Traffic Information**Forecast #:****Speed:** 40 mph**Growth Rate:** 0.67%**Design Flexible ESALs:** 1,700,000

Notes

Rehabilitation Type: Full Depth Reclamation

MnPAVE 7.103 Design Summary**Hot-Mix Asphalt****MnPAVE File:****20 Year Reliability:** 100.0% (85% recommended) 5,000 cycles

Project Information**District:** Metro**County:** Hennepin**City:** Plymouth**Project No.:** B2408515**Route:** MSAS 172 (6th Ave)**Ref. Post:** Xenium Ln to Pineview Ln N**Letting Date:** 11/8/2024**Designer:** Bolton & Menk, Inc.**Soils Engineer:** Braun Intertec

Climate Information**Seasons:** 5**Location:** 45° 2.49' Latitude, 93° 29' Longitude

Structural Information

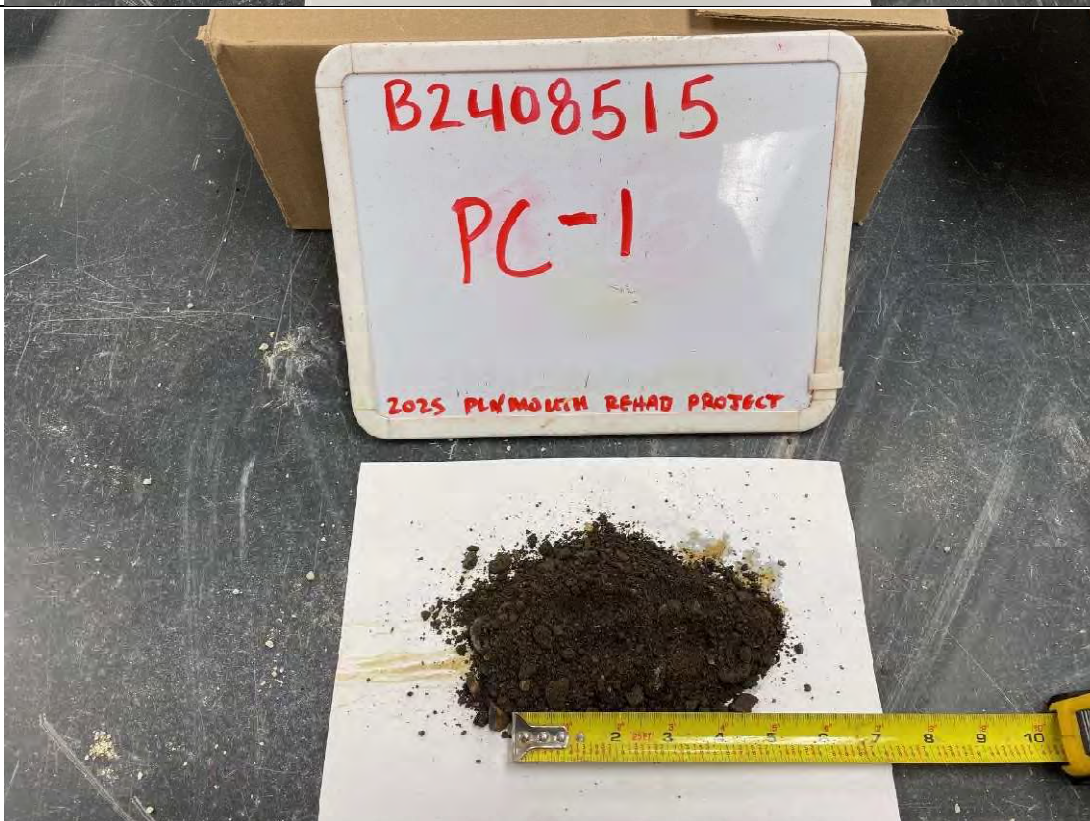
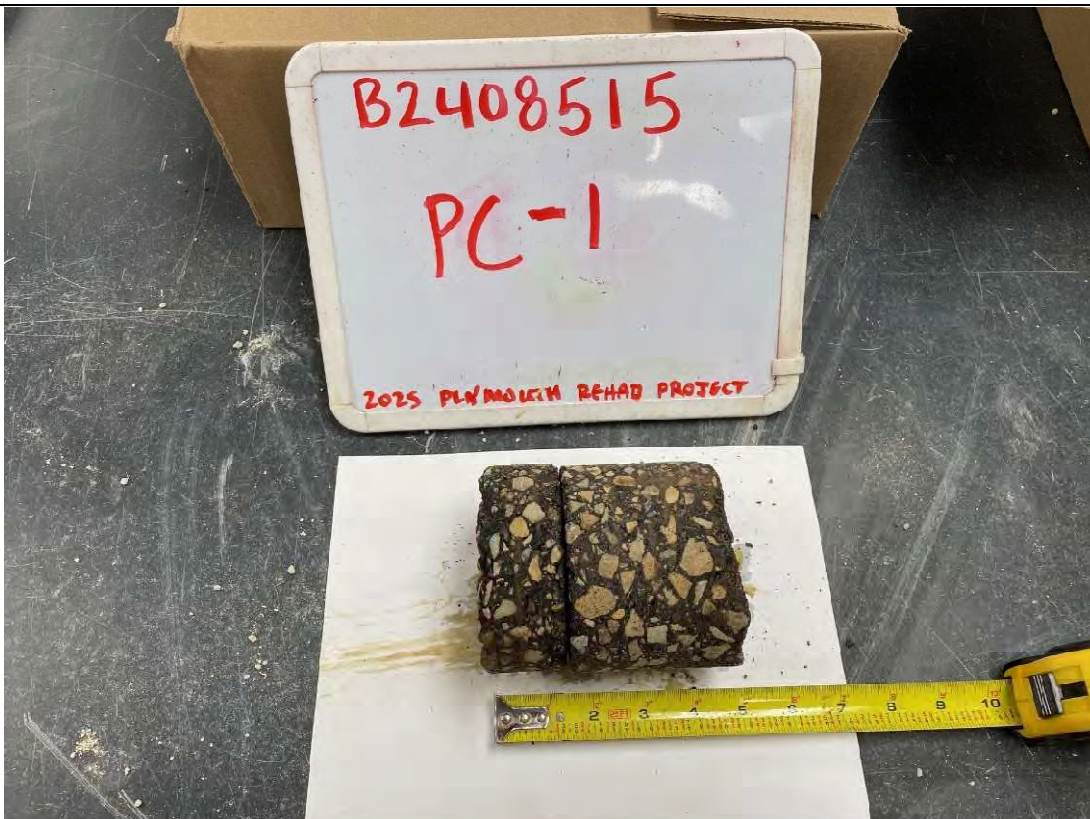
Layer	Type	Subtype	Thickness, in.
1a	Hot-Mix Asphalt	C - PG58H-34, 5% Pb, Size B	2.00
1b		C - PG58H-34, 5% Pb, Size B	2.00
2a	Aggregate Base	FDR	6.00
2b		Class 5	4.00
3	Engineered Soil	SaL(pl) R20	12.00
4	Undisturbed Soil	Sandy Loam, pl	

Traffic Information**Forecast #:****Speed:** 40 mph**Growth Rate:** 0.5%**Design Flexible ESALs:** 150,000

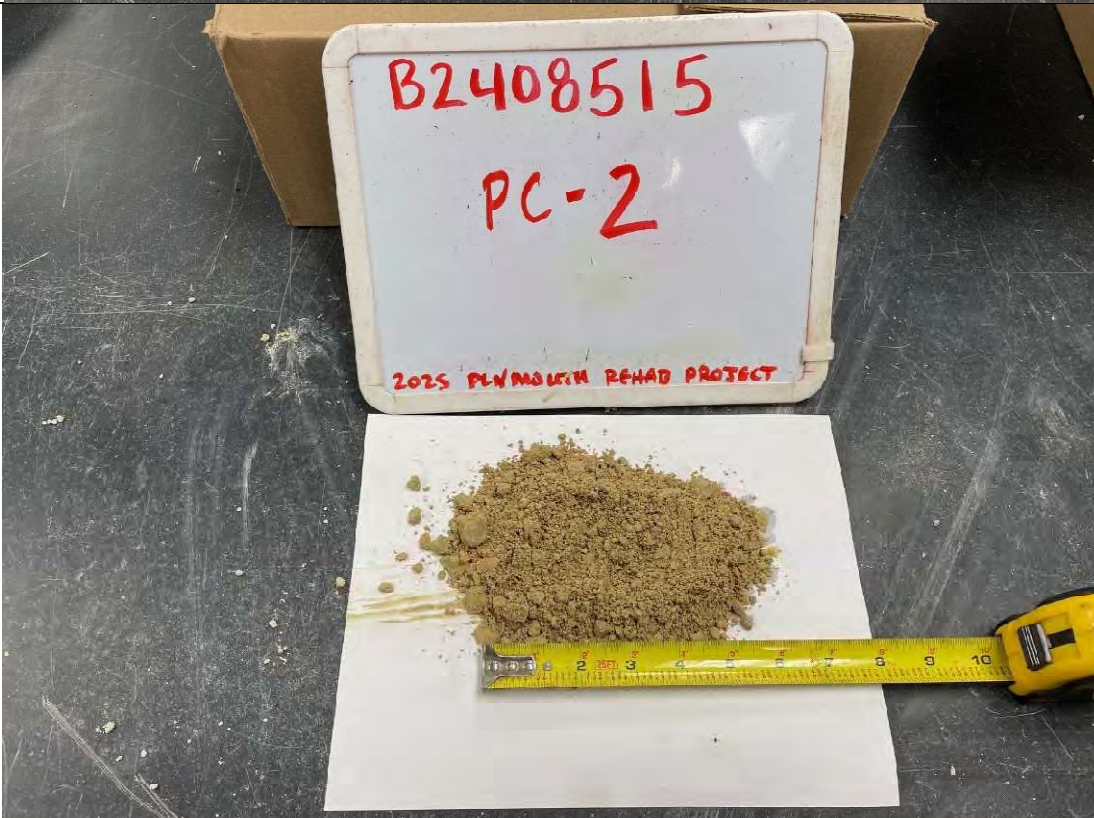
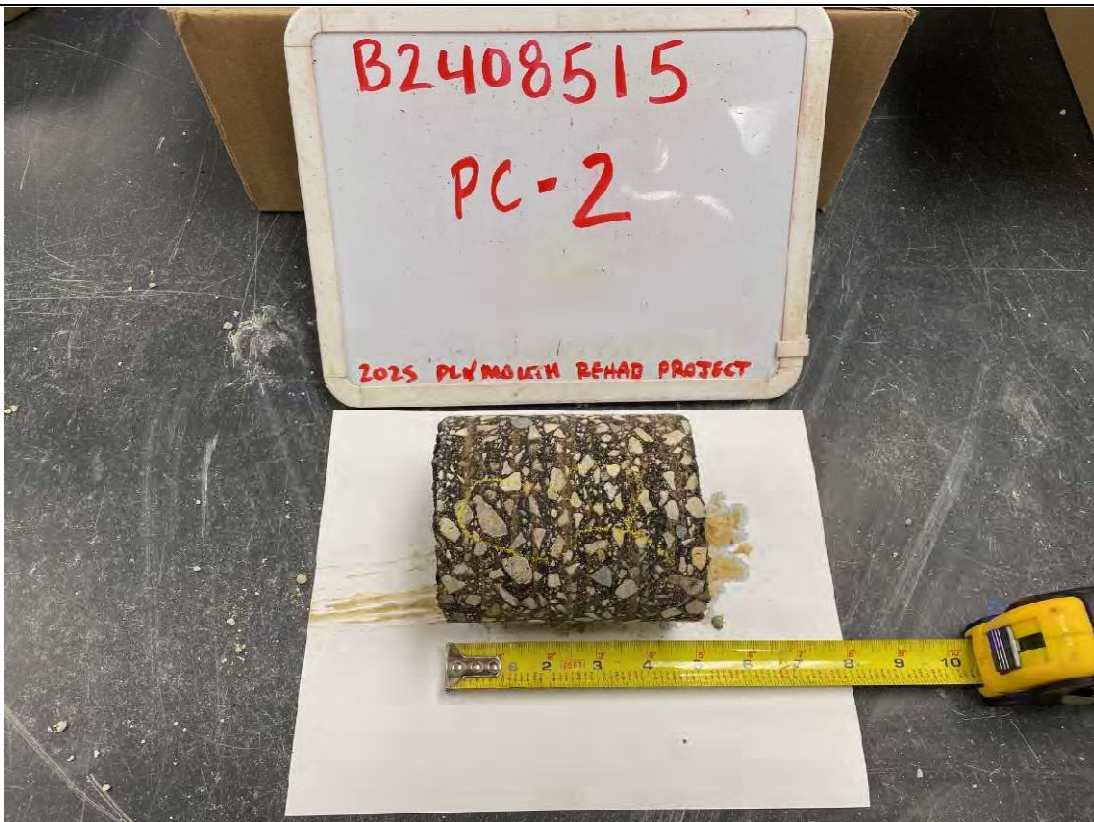
Notes

Rehabilitation Type: Full-Depth Reclamation

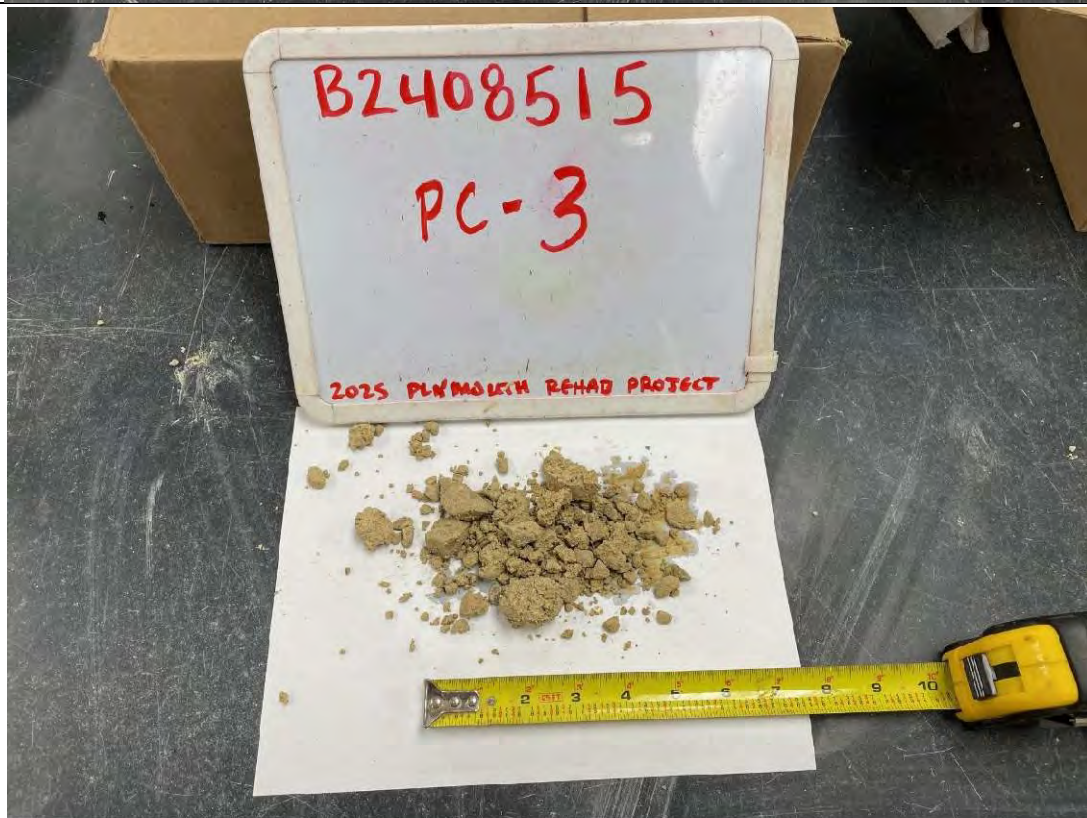
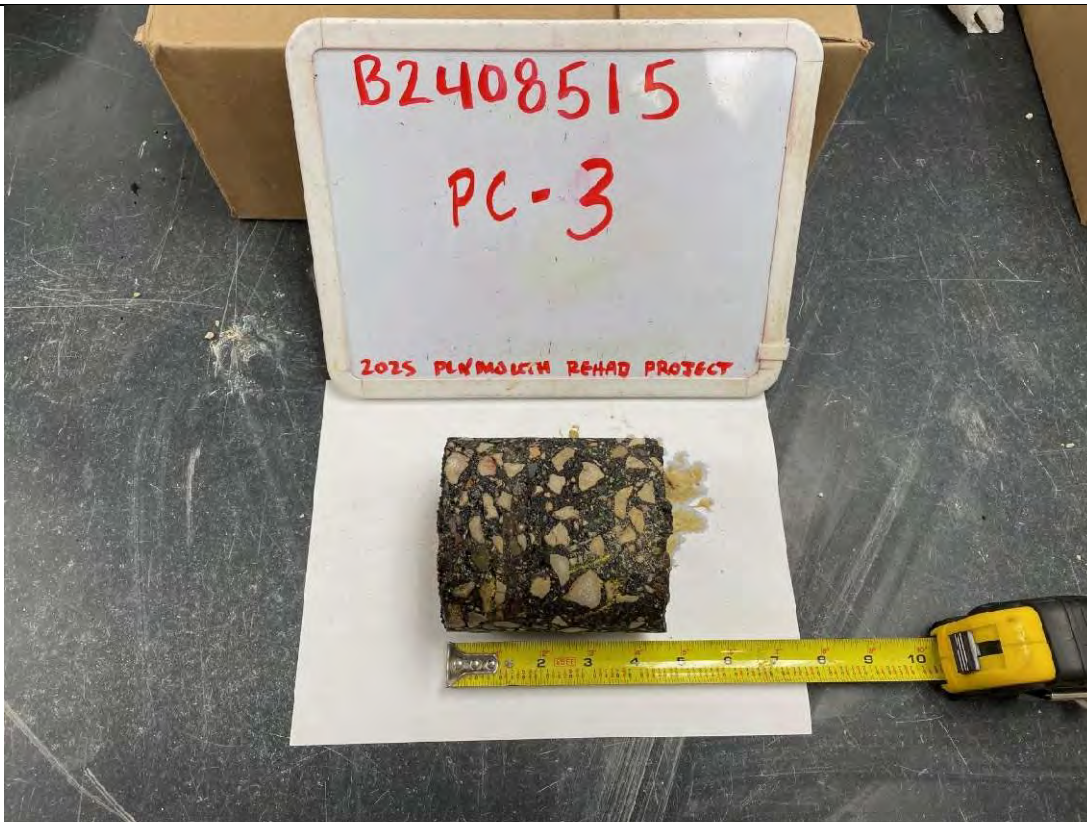
Appendix C



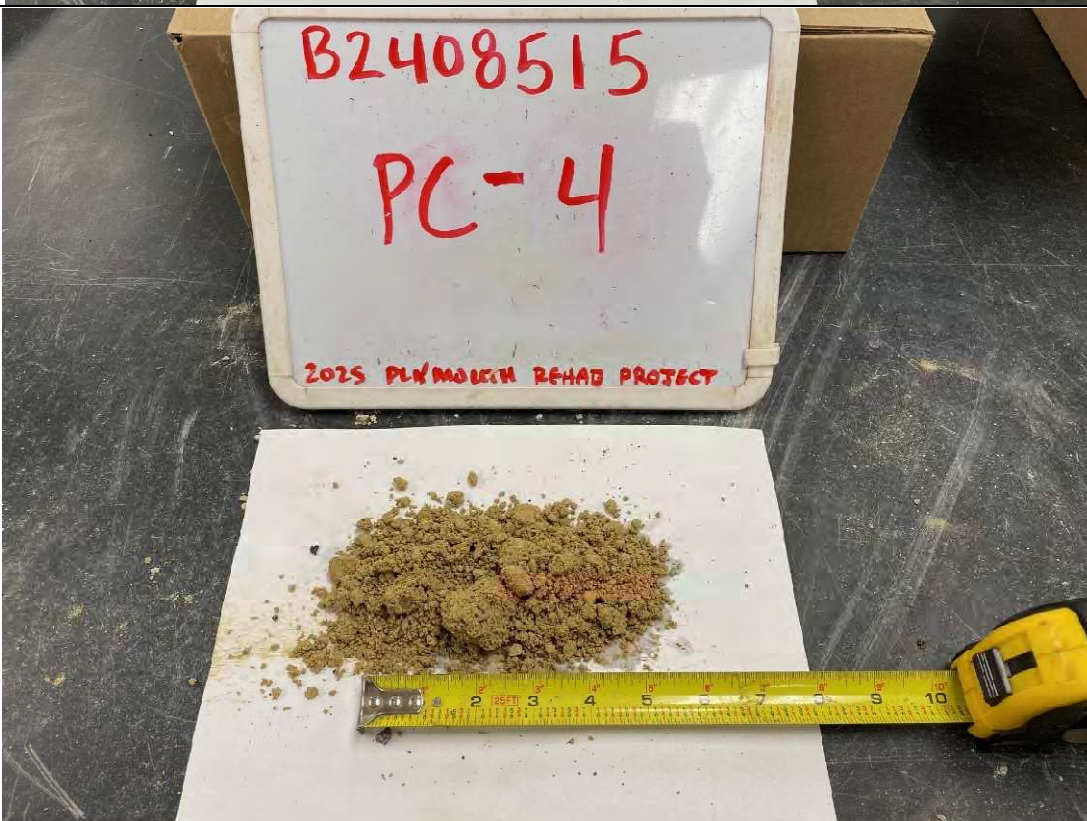
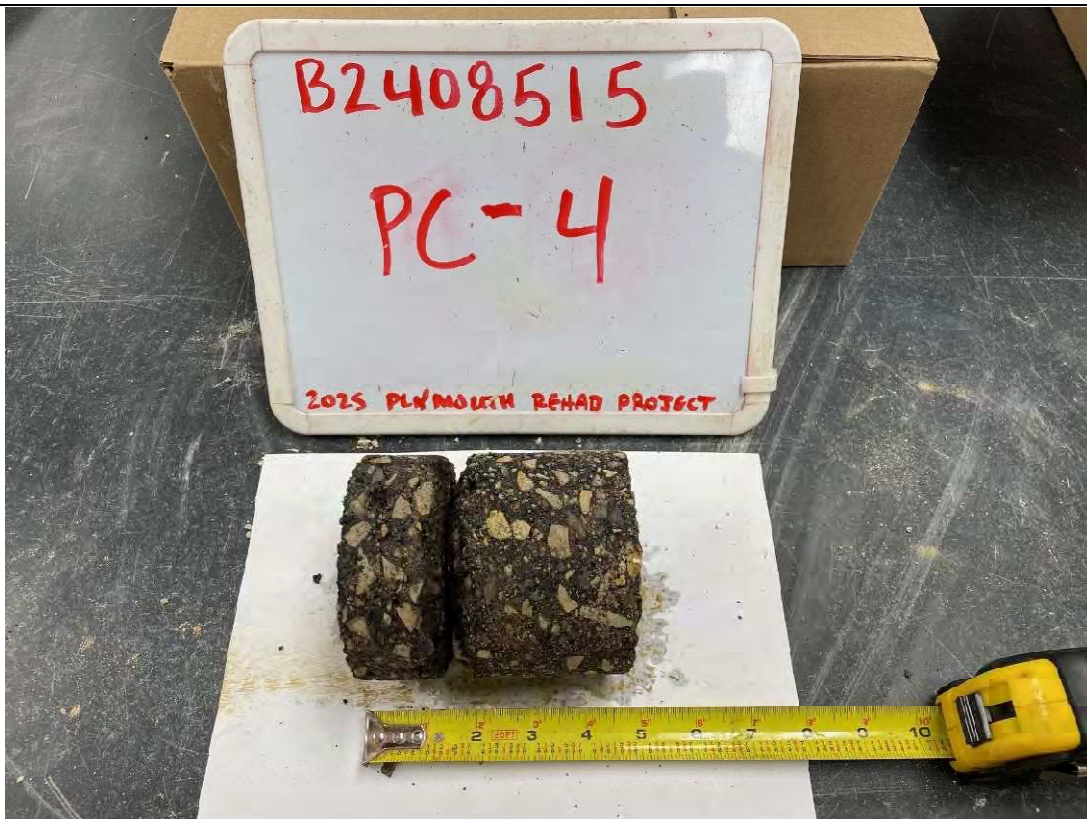
Core #:	PC - 1			Project: B2408515 BRAUN INTERTEC
Pavement thickness	4 1/2 inches	Agg base thickness:	6 inches	
Location:	2025 Plymouth Rehabilitation Projects			
Date:	October 2, 2024			
Bituminous Notes:	Surface deterioration, Debonded at 1 1/2 inches. Low to moderate severity stripping throughout.			



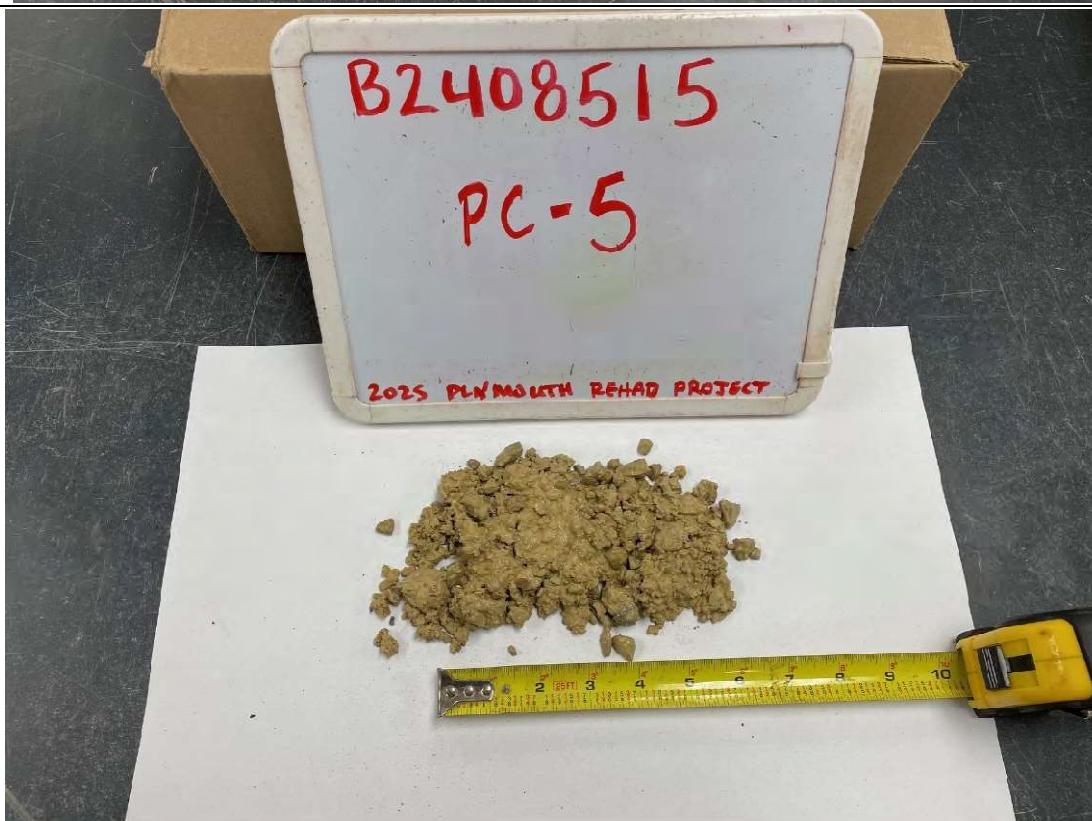
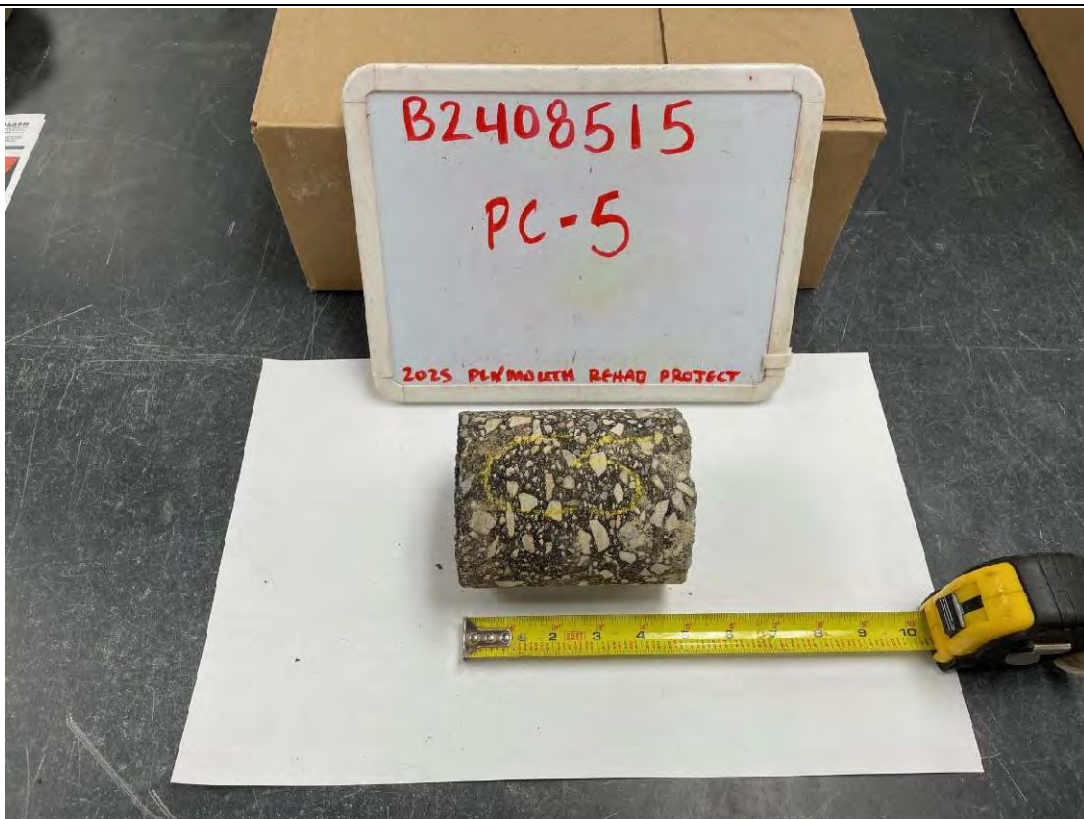
Core #:	PC - 2			Project: B2408515 BRAUN INTERTEC
Pavement thickness	4 3/4 inches	Agg base thickness:	8 inches	
Location:	2025 Plymouth Rehabilitation Projects			
Date:	October 2, 2024			
Bituminous Notes:	Good condition.			



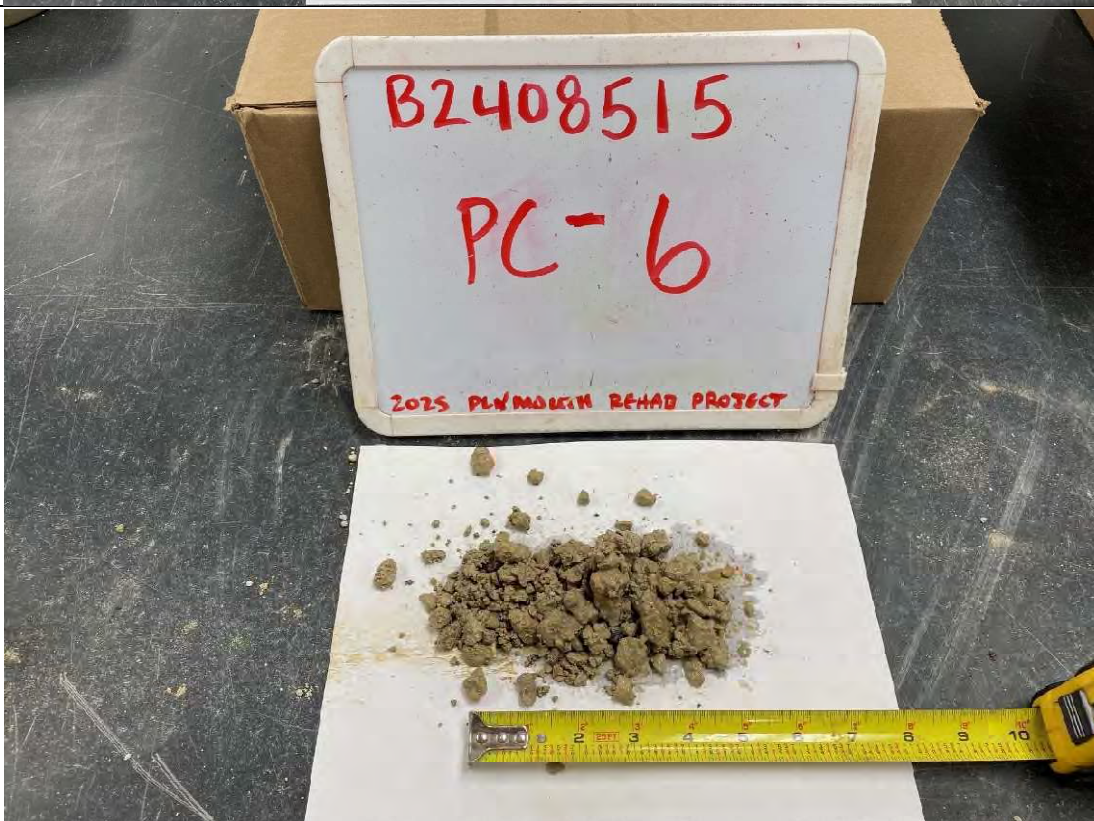
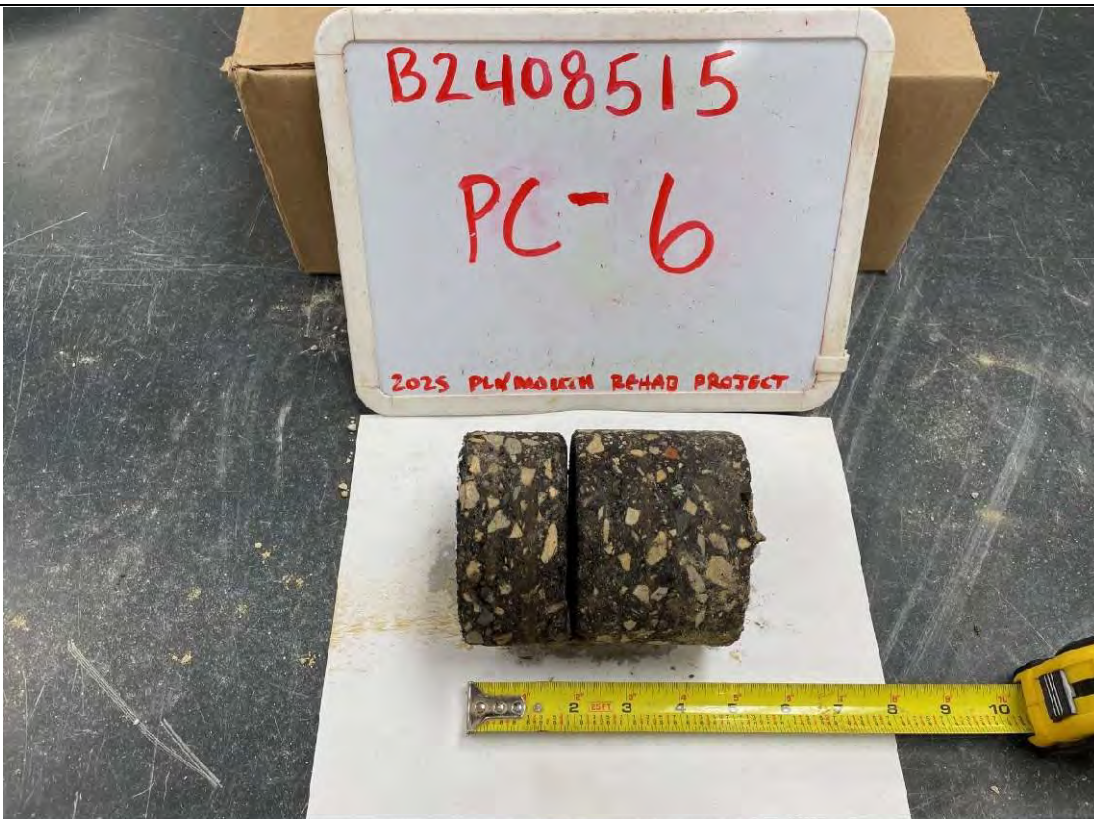
Core #:	PC - 3			Project: B2408515 BRAUN INTERTEC
Pavement thickness	4 1/2 inches	Agg base thickness:	7 inches	
Location:	2025 Plymouth Rehabilitation Projects			
Date:	October 2, 2024			
Bituminous Notes:	Upper 2 inches, low severity stripping; Bottom 2 1/2 inches, good condition.			



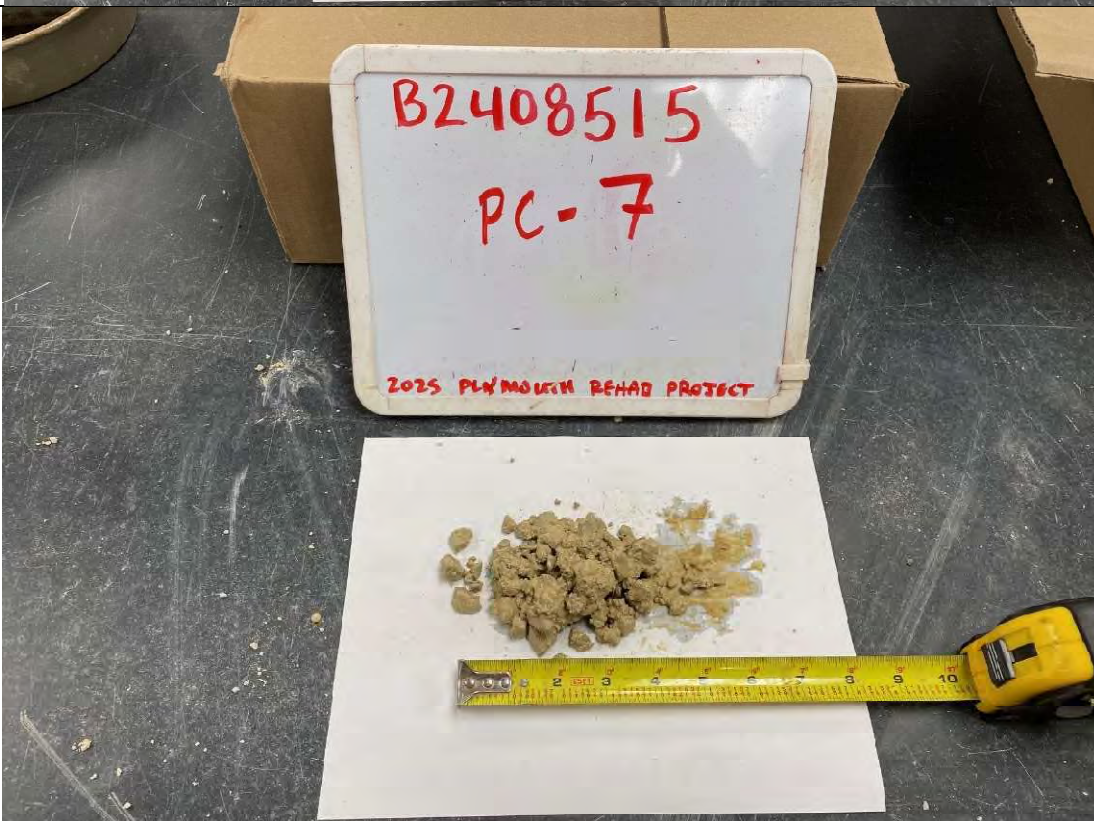
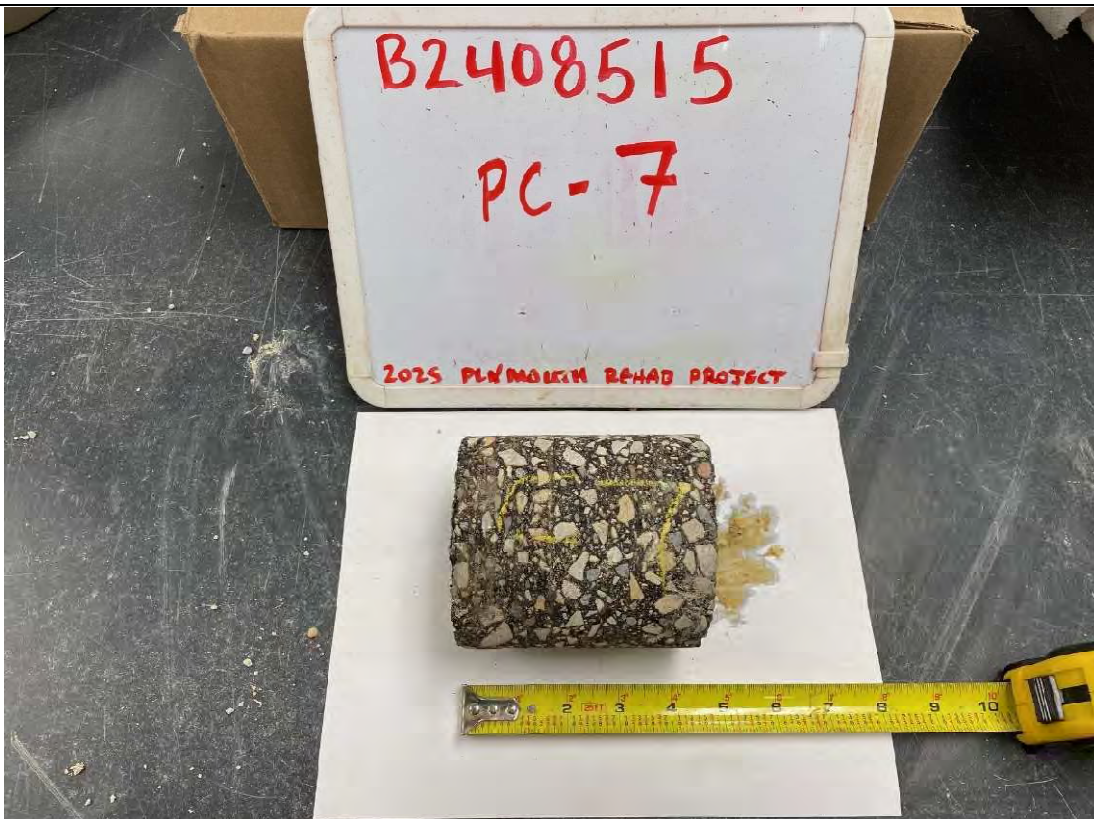
Core #:	PC - 4			Project: B2408515 BRAUN INTERTEC
Pavement thickness	4 3/4 inches	Agg base thickness:	6 inches	
Location:	2025 Plymouth Rehabilitation Projects			
Date:	October 2, 2024			
Bituminous Notes:	Debonding at 1 1/2 inches, low to moderate severity stripping throughout.			



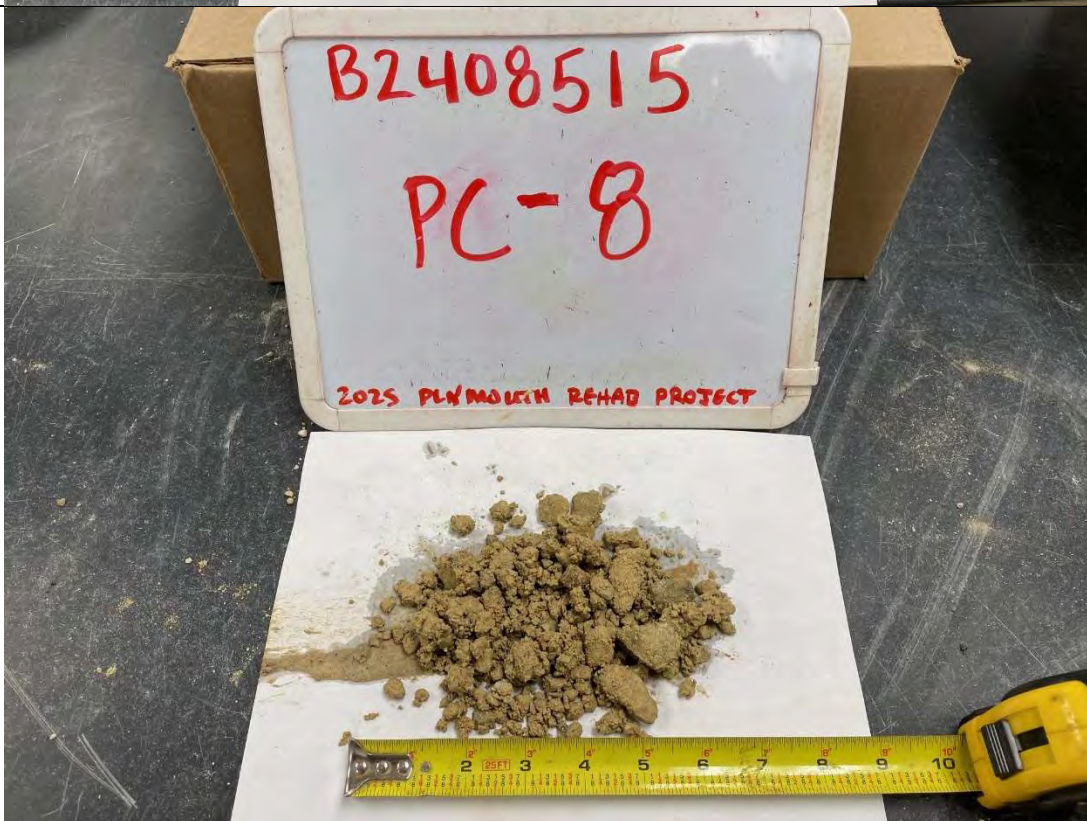
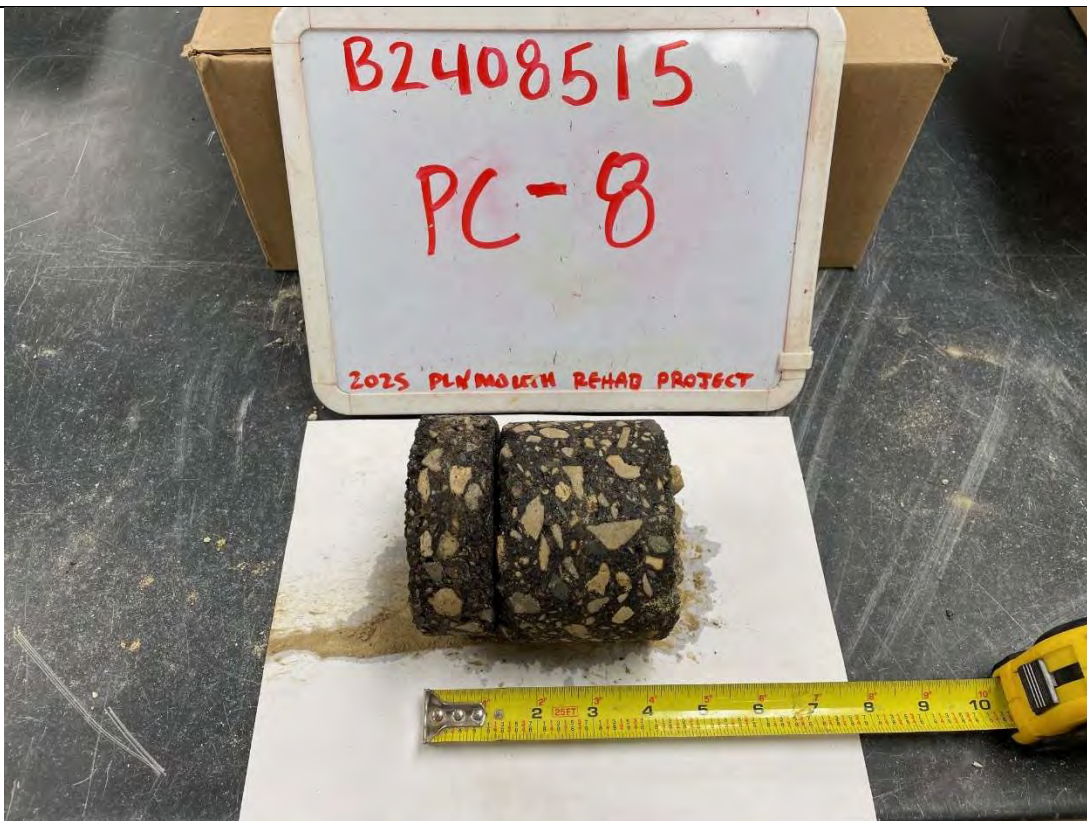
Core #:	PC - 5			Project: B2408515 BRAUN INTERTEC
Pavement thickness	5 inches	Agg base thickness:	8 inches	
Location:	2025 Plymouth Rehabilitation Projects			
Date:	October 2, 2024			
Bituminous Notes:	Good condition.			



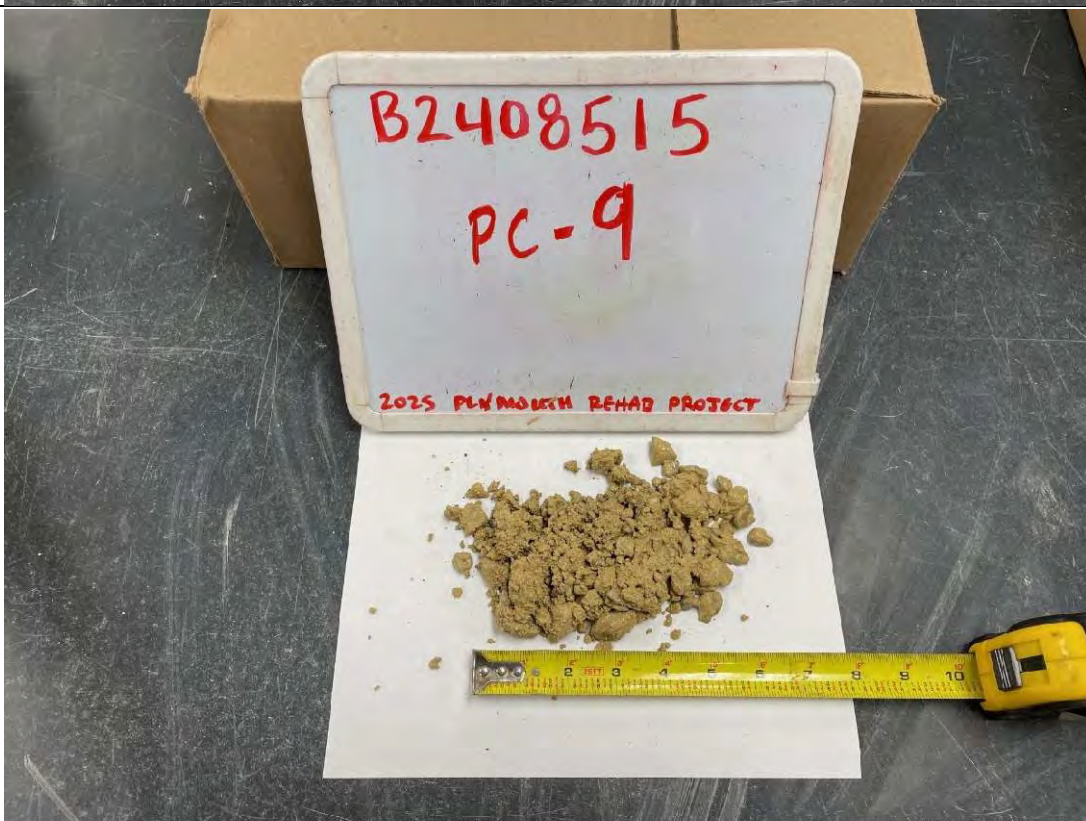
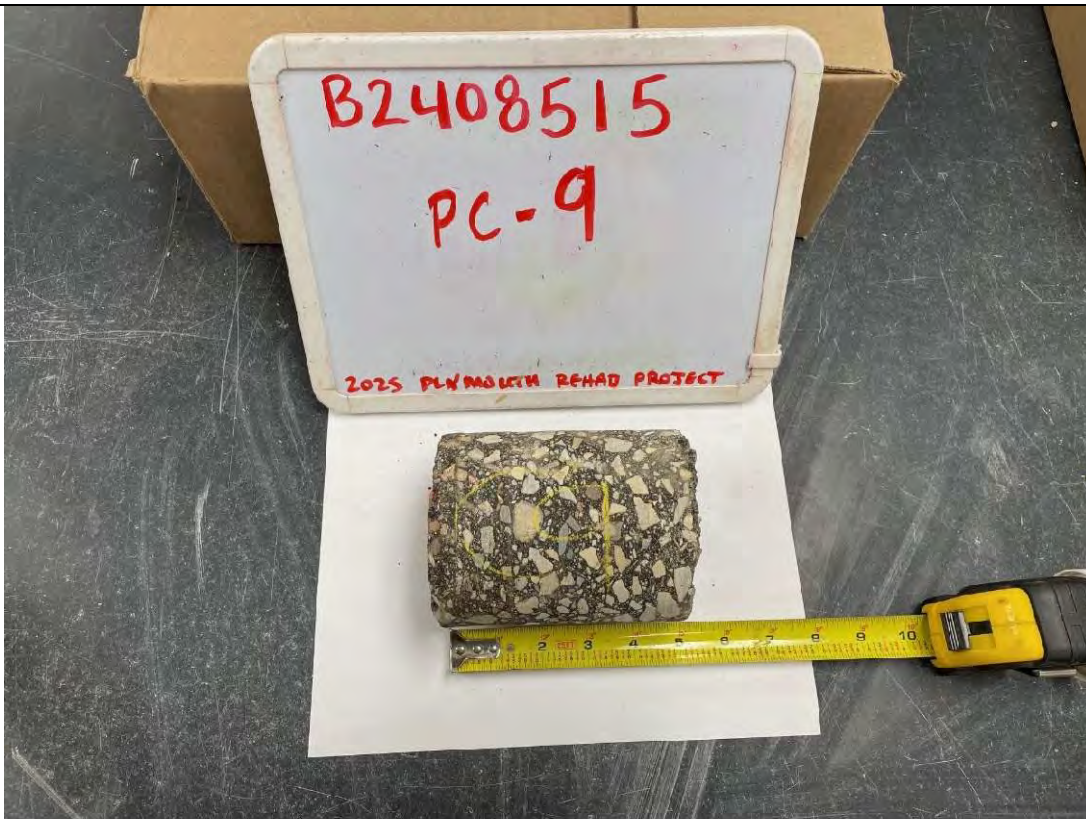
Core #:	PC - 6			Project: B2408515 BRAUN INTERTEC
Pavement thickness	4 3/4 inches	Agg base thickness:	6 inches	
Location:	2025 Plymouth Rehabilitation Projects			
Date:	October 2, 2024			
Bituminous Notes:	Debonding at 1 3/4 inches, low severity stripping throughout.			



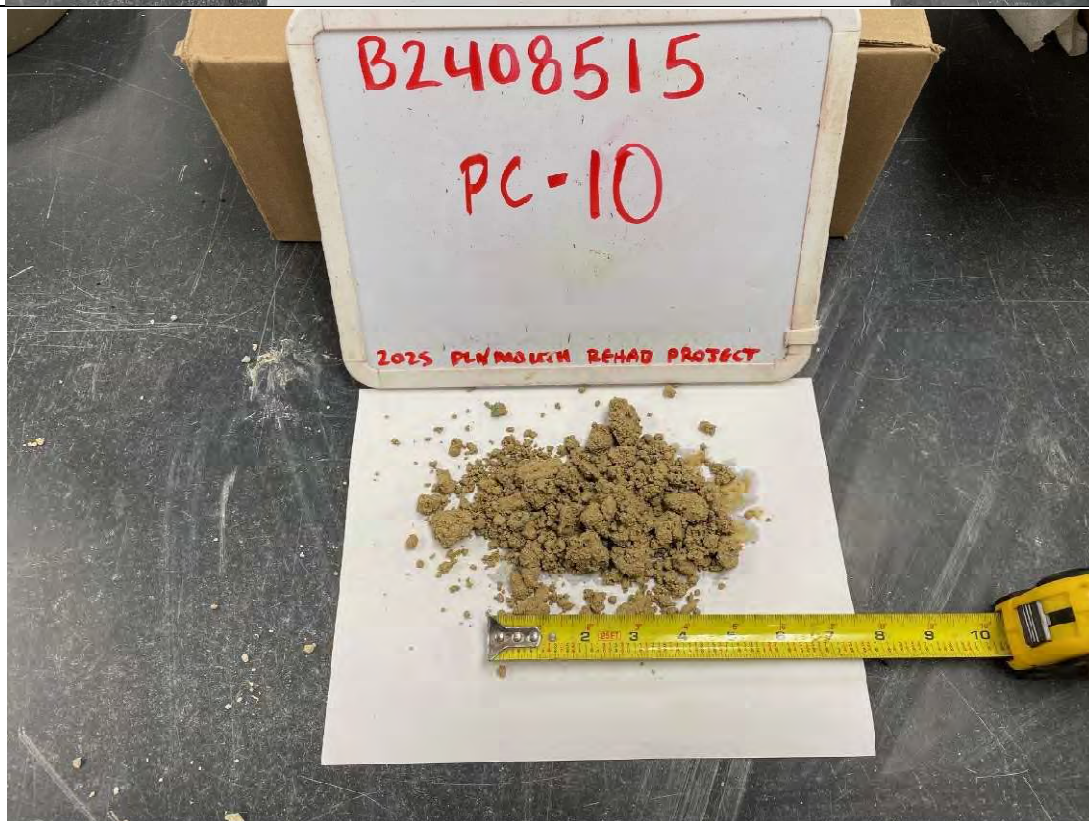
Core #:	PC - 7			Project: B2408515 BRAUN INTERTEC
Pavement thickness	4 1/2 inches	Agg base thickness:	7 inches	
Location:	2025 Plymouth Rehabilitation Projects			
Date:	October 2, 2024			
Bituminous Notes:	Good condition.			



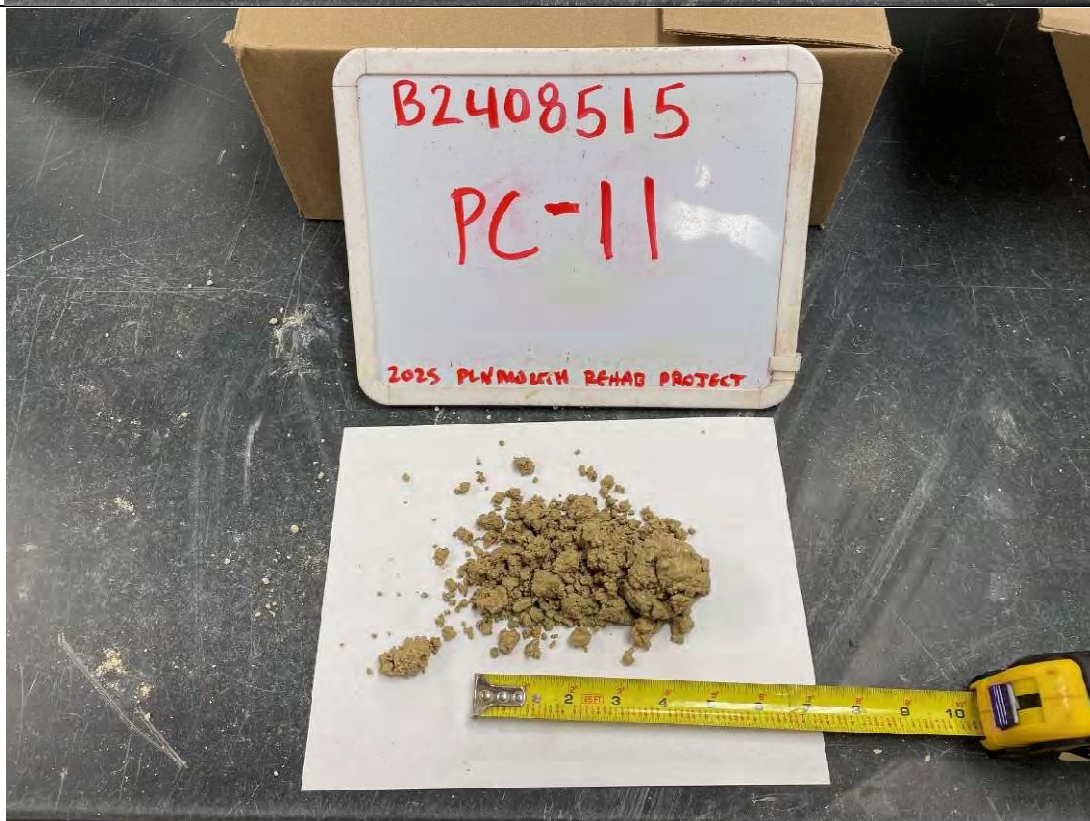
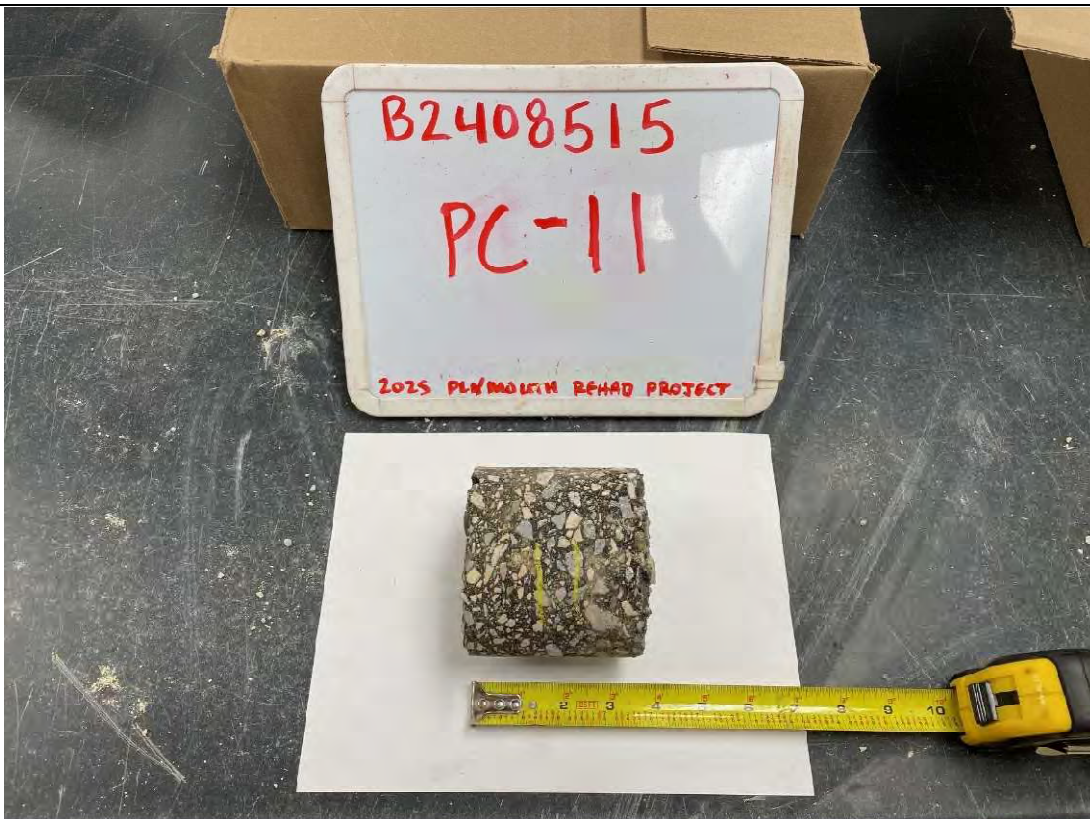
Core #:	PC - 8			Project: B2408515 BRAUN INTERTEC
Pavement thickness	4 1/2 inches	Agg base thickness:	9 inches	
Location:	2025 Plymouth Rehabilitation Projects			
Date:	October 2, 2024			
Bituminous Notes:	Debonding at 1 1/2 inches; Low to moderate severity stripping throughout.			



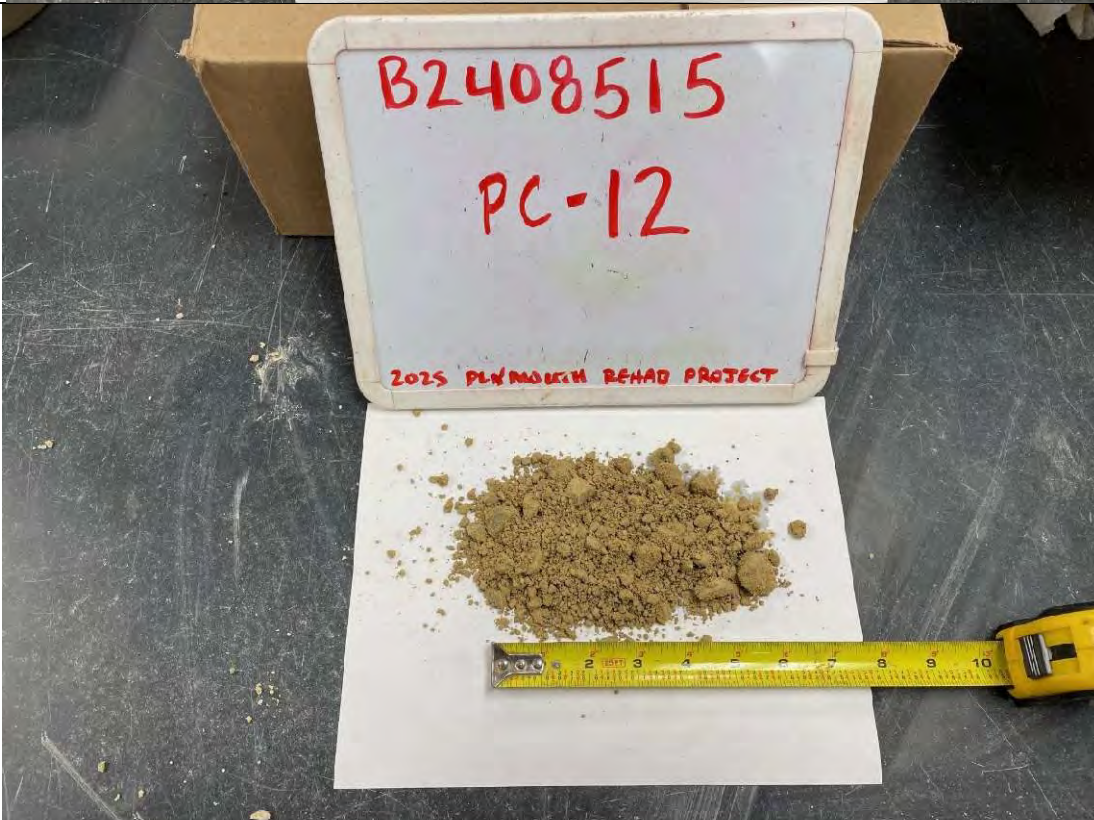
Core #:	PC - 9			Project: B2408515 BRAUN INTERTEC
Pavement thickness	5 1/4 inches	Agg base thickness:	8 inches	
Location:	2025 Plymouth Rehabilitation Projects			
Date:	October 2, 2024			
Bituminous Notes:	Good condition.			



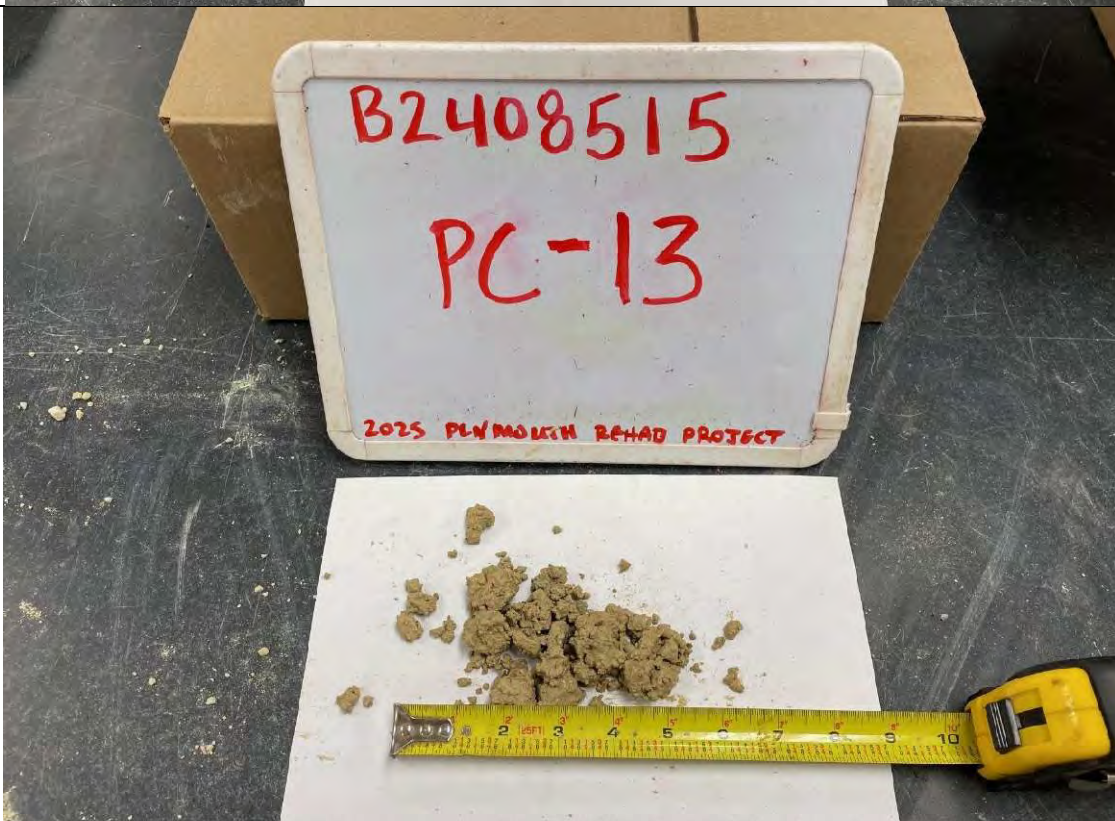
Core #:	PC – 10			Project: B2408515 BRAUN INTERTEC
Pavement thickness	4 1/2 inches	Agg base thickness:	8 inches	
Location:	2025 Plymouth Rehabilitation Projects			
Date:	October 2, 2024			
Bituminous Notes:	Good condition.			



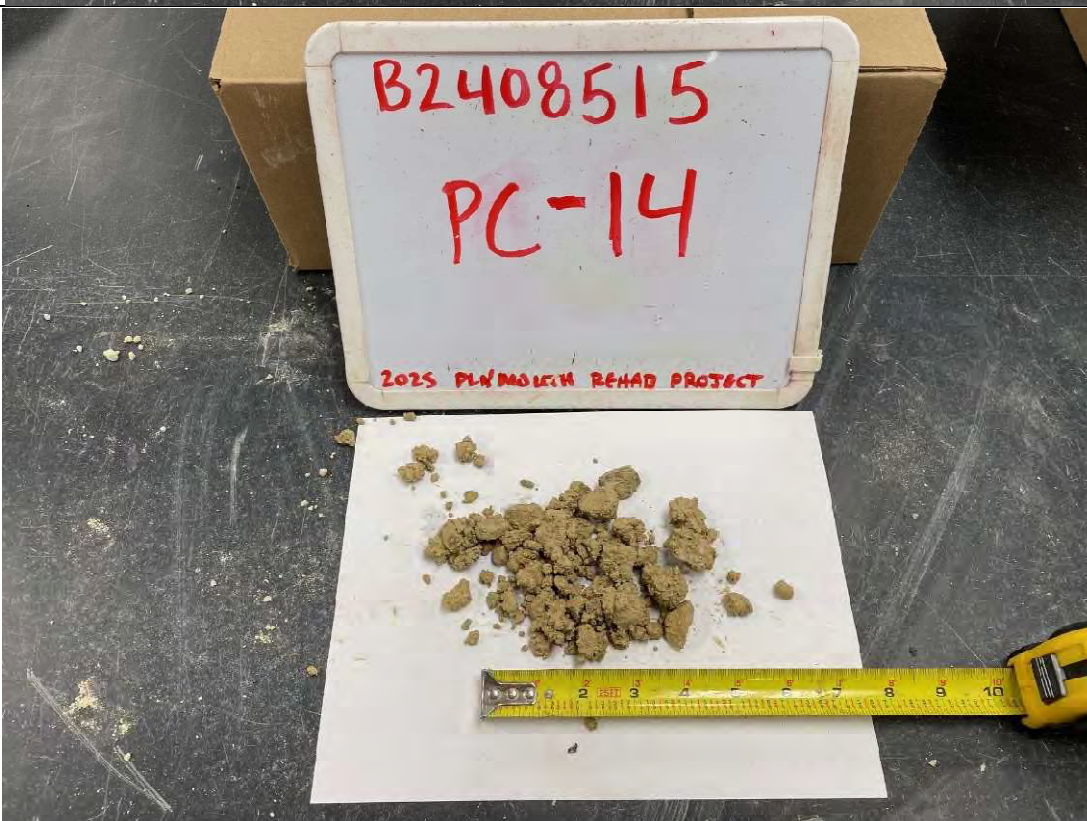
Core #:	PC – 11			Project: B2408515 BRAUN INTERTEC
Pavement thickness	3 3/4 inches	Agg base thickness:	6 inches	
Location:	2025 Plymouth Rehabilitation Projects			
Date:	October 2, 2024			
Bituminous Notes:	Good condition.			



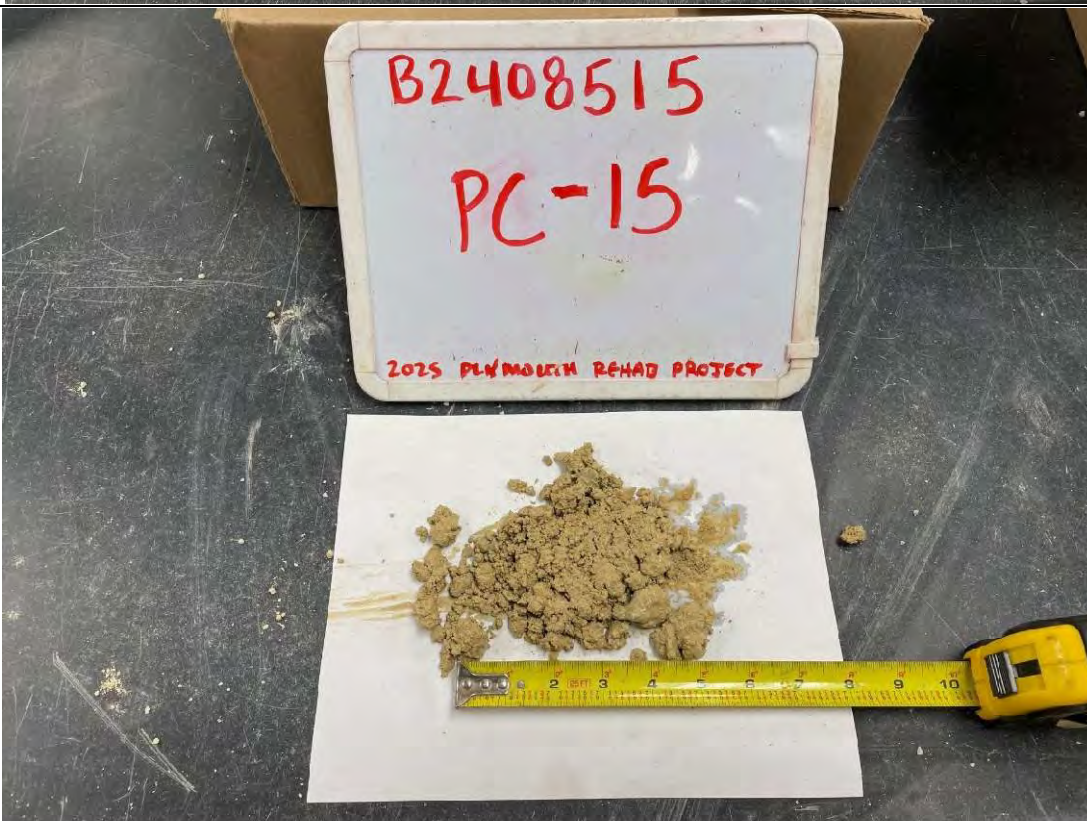
Core #:	PC – 12			Project: B2408515 BRAUN INTERTEC
Pavement thickness	4 1/4 inches	Agg base thickness:	7 inches	
Location:	2025 Plymouth Rehabilitation Projects			
Date:	October 2, 2024			
Bituminous Notes:	Good condition in upper 3 inches; Bottom 1 1/4 inches, low severity stripping.			



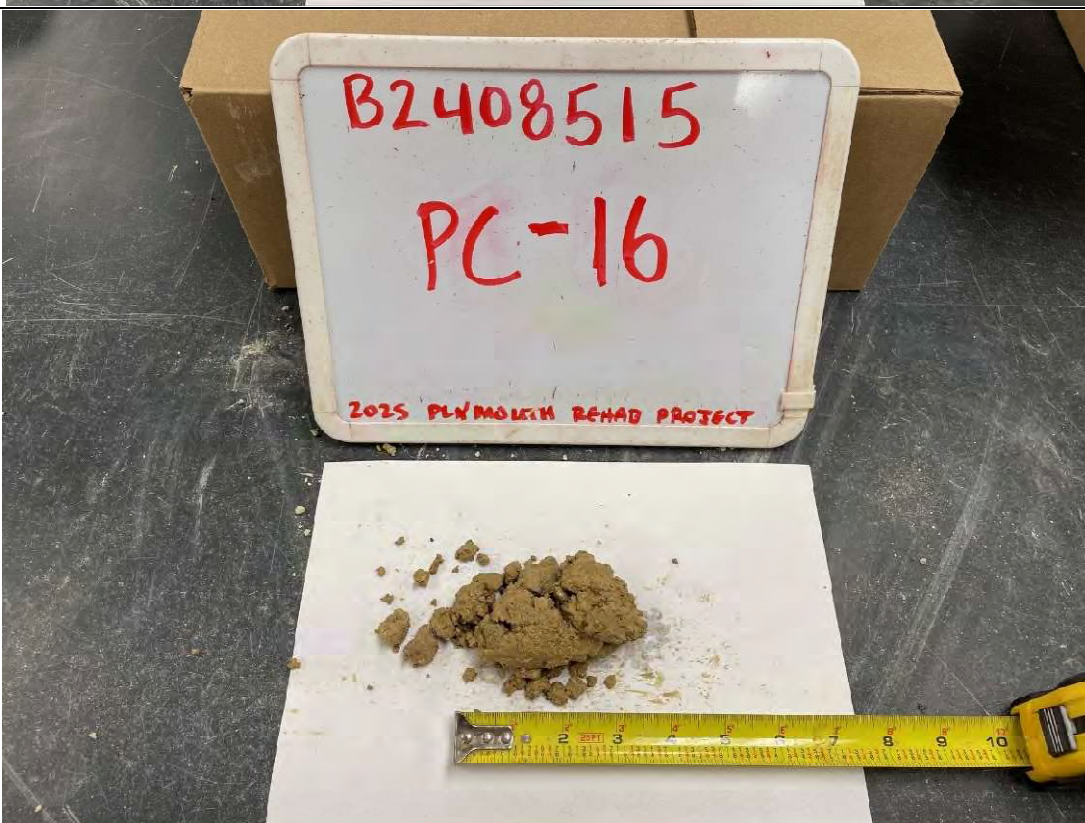
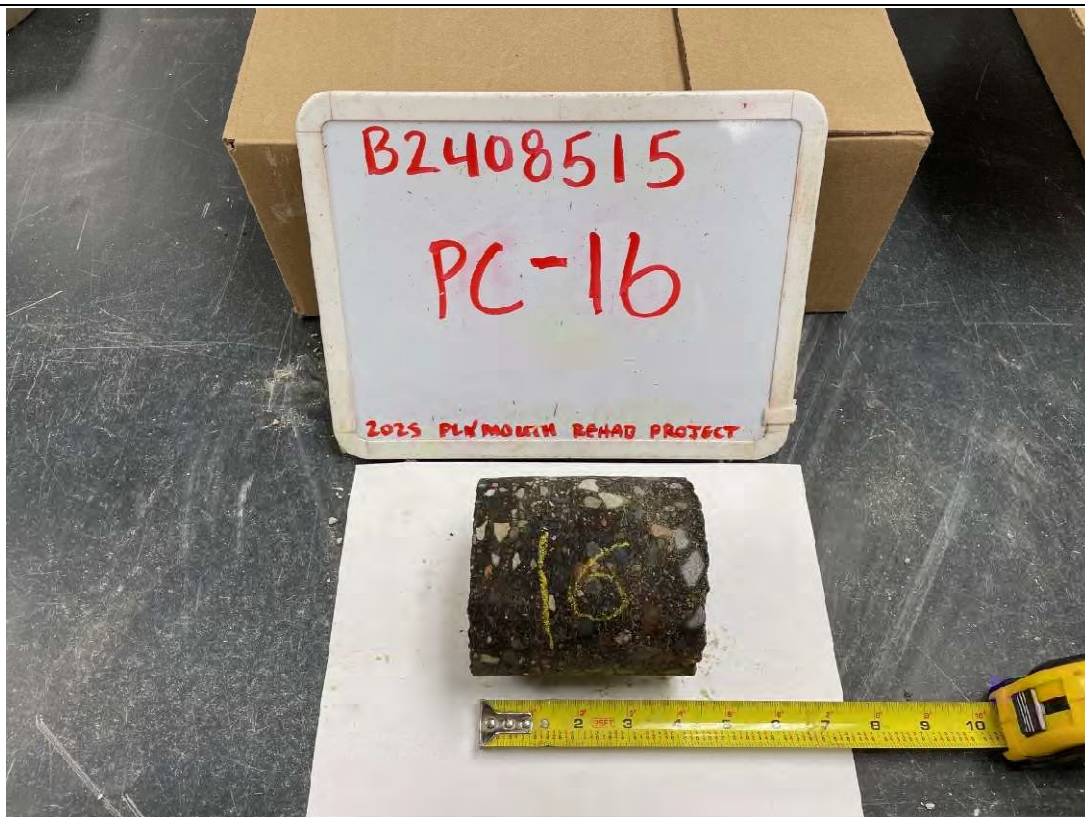
Core #:	PC – 13			Project: B2408515 BRAUN INTERTEC
Pavement thickness	3 3/4 inches	Agg base thickness:	9 inches	
Location:	2025 Plymouth Rehabilitation Projects			
Date:	October 2, 2024			
Bituminous Notes:	Good condition.			



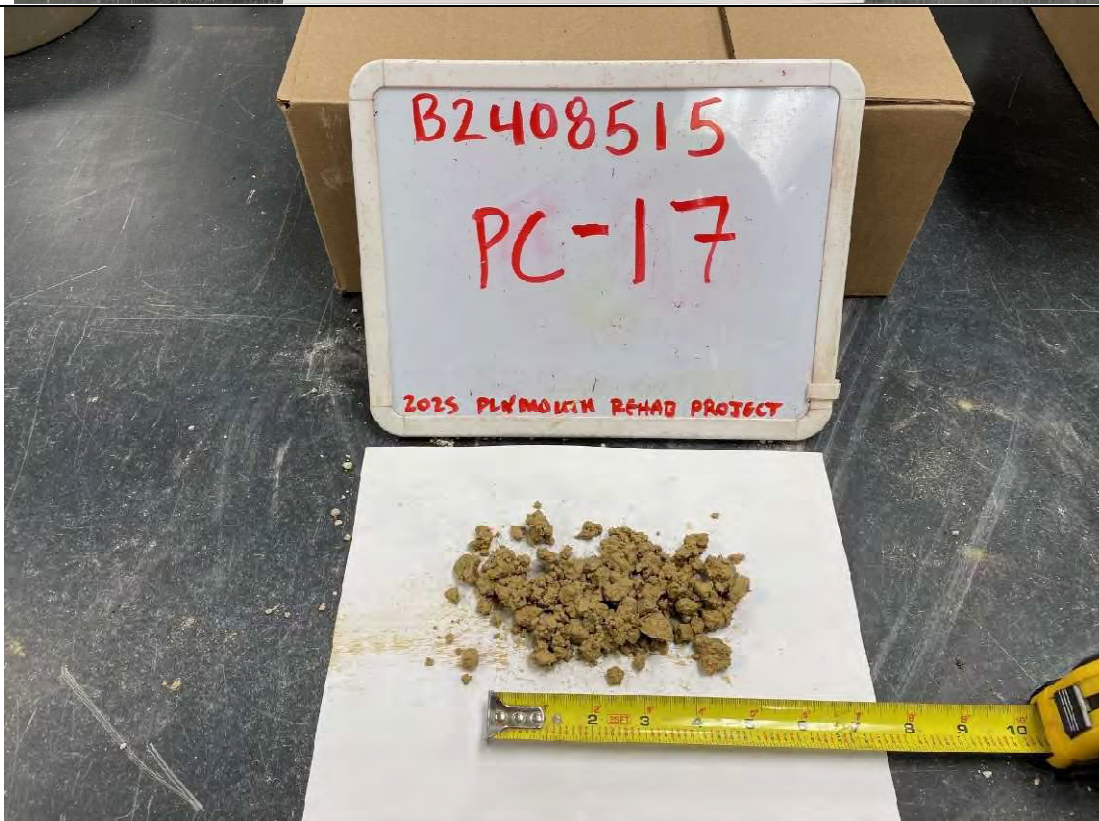
Core #:	PC – 14			Project: B2408515 BRAUN INTERTEC
Pavement thickness	4 inches	Agg base thickness:	6 inches	
Location:	2025 Plymouth Rehabilitation Projects			
Date:	October 2, 2024			
Bituminous Notes:	Low severity stripping throughout.			



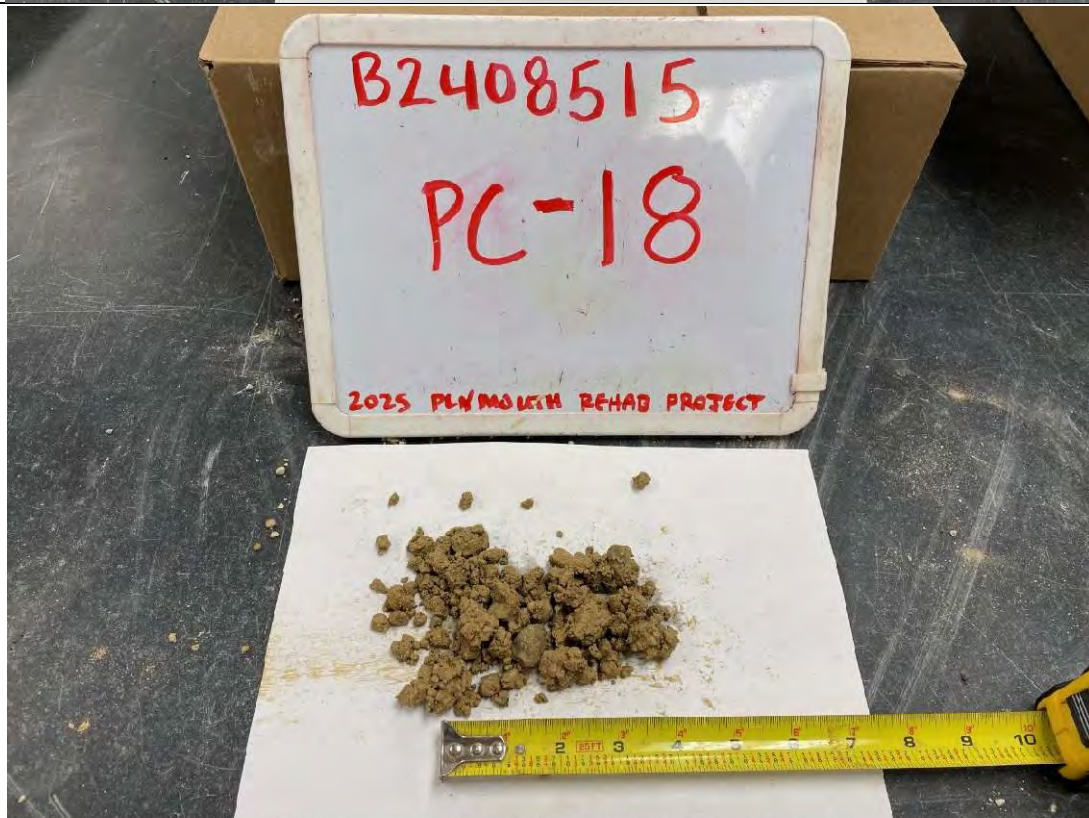
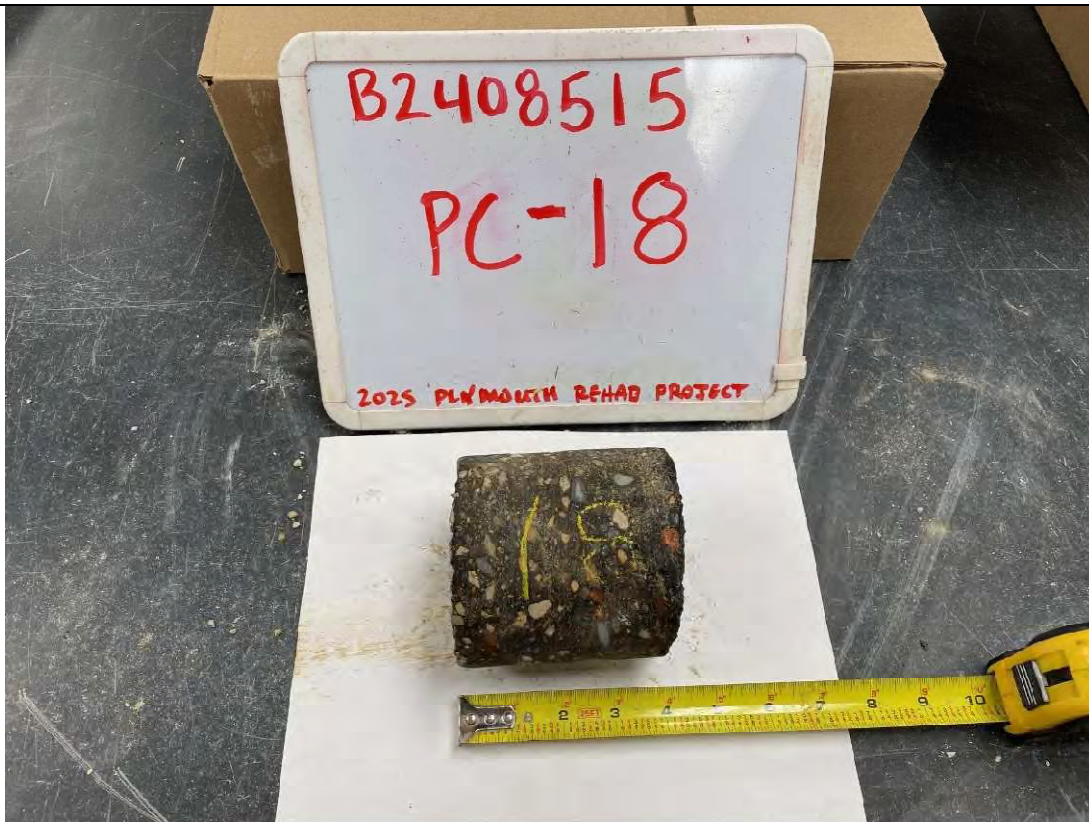
Core #:	PC – 15			Project: B2408515 BRAUN INTERTEC
Pavement thickness	4 1/2 inches	Agg base thickness:	8 inches	
Location:	2025 Plymouth Rehabilitation Projects			
Date:	October 2, 2024			
Bituminous Notes:	Good condition.			



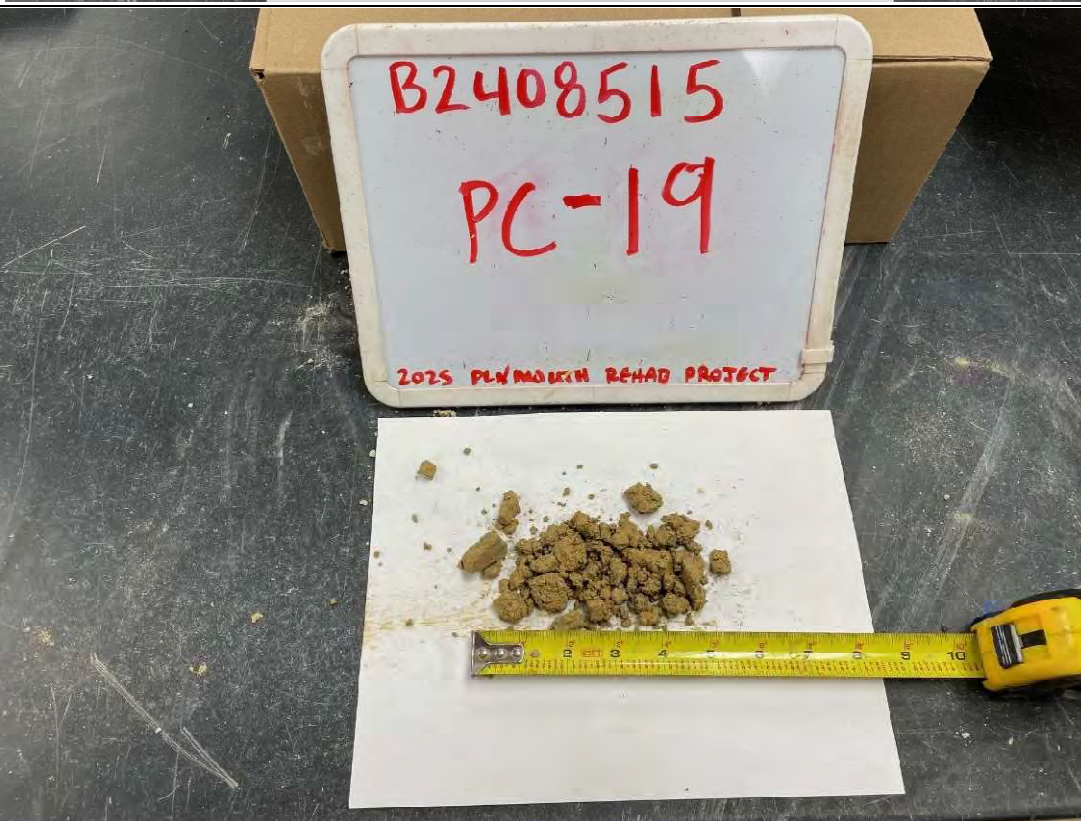
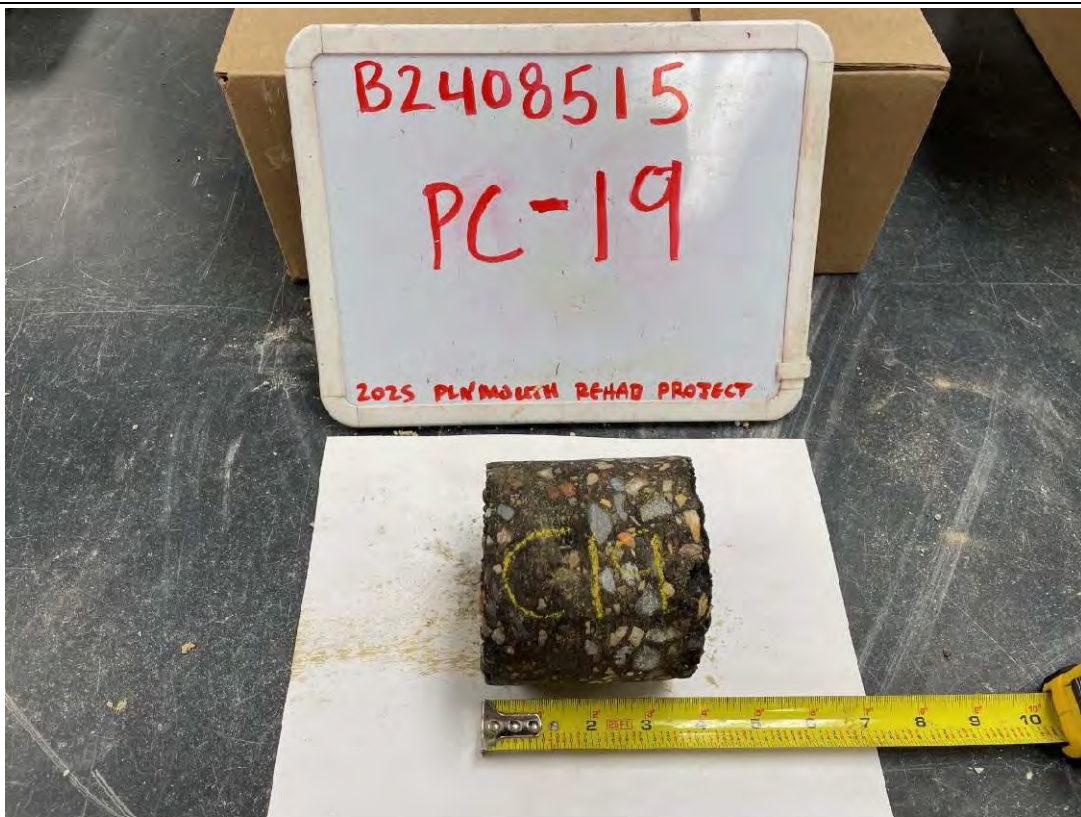
Core #:	PC – 16			Project: B2408515 BRAUN INTERTEC
Pavement thickness	4 1/4 inches	Agg base thickness:	12 inches	
Location:	2025 Plymouth Rehabilitation Projects			
Date:	October 2, 2024			
Bituminous Notes:	Good condition.			



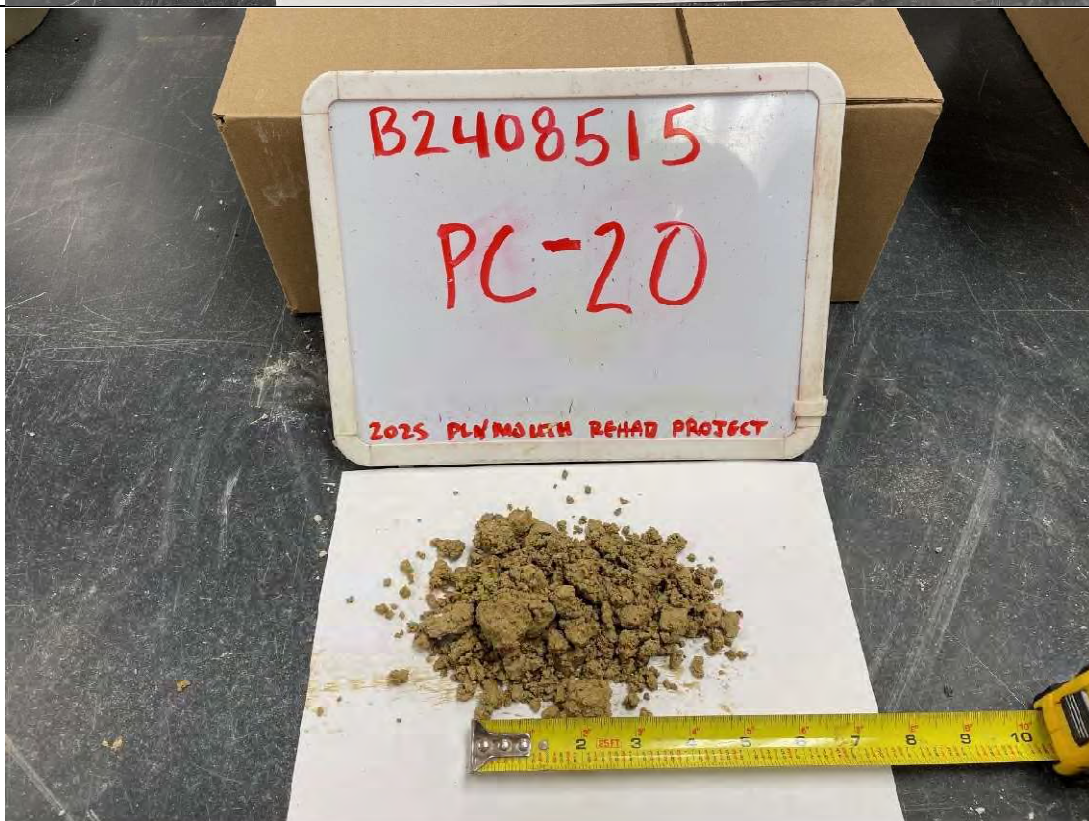
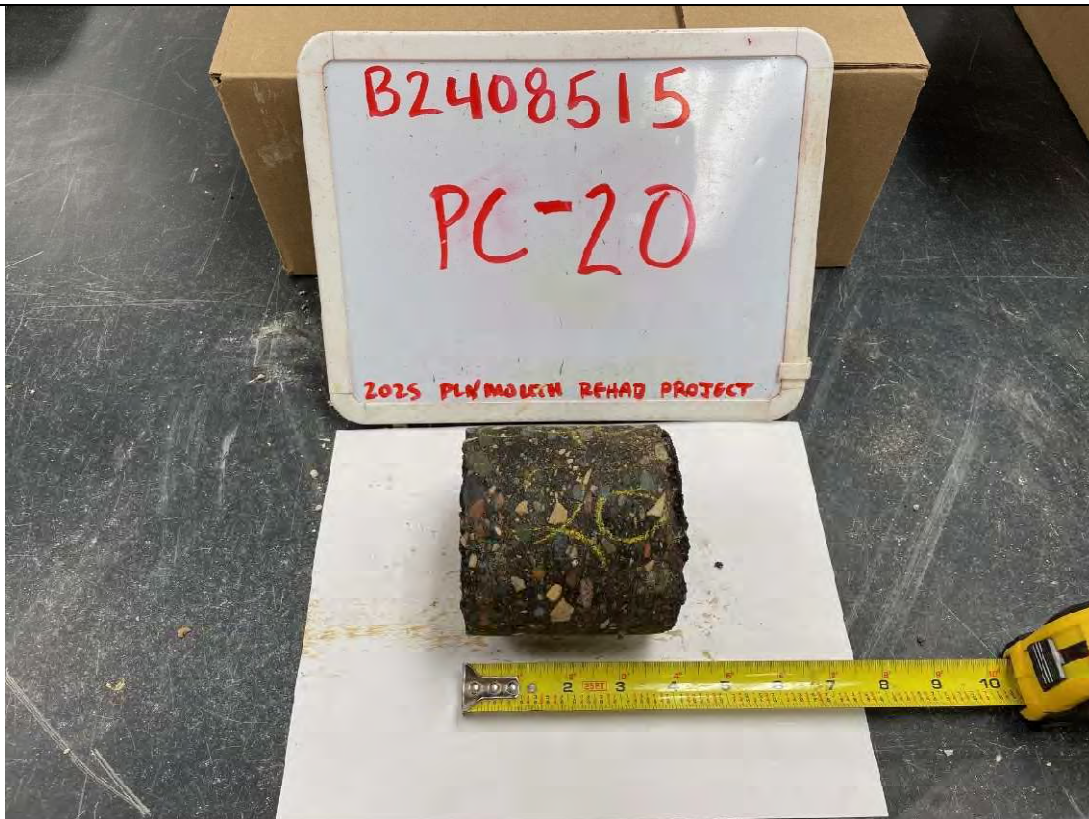
Core #:	PC – 17			Project: B2408515 BRAUN INTERTEC
Pavement thickness	4 1/4 inches	Agg base thickness:	12 inches	
Location:	2025 Plymouth Rehabilitation Projects			
Date:	October 2, 2024			
Bituminous Notes:	Good condition.			



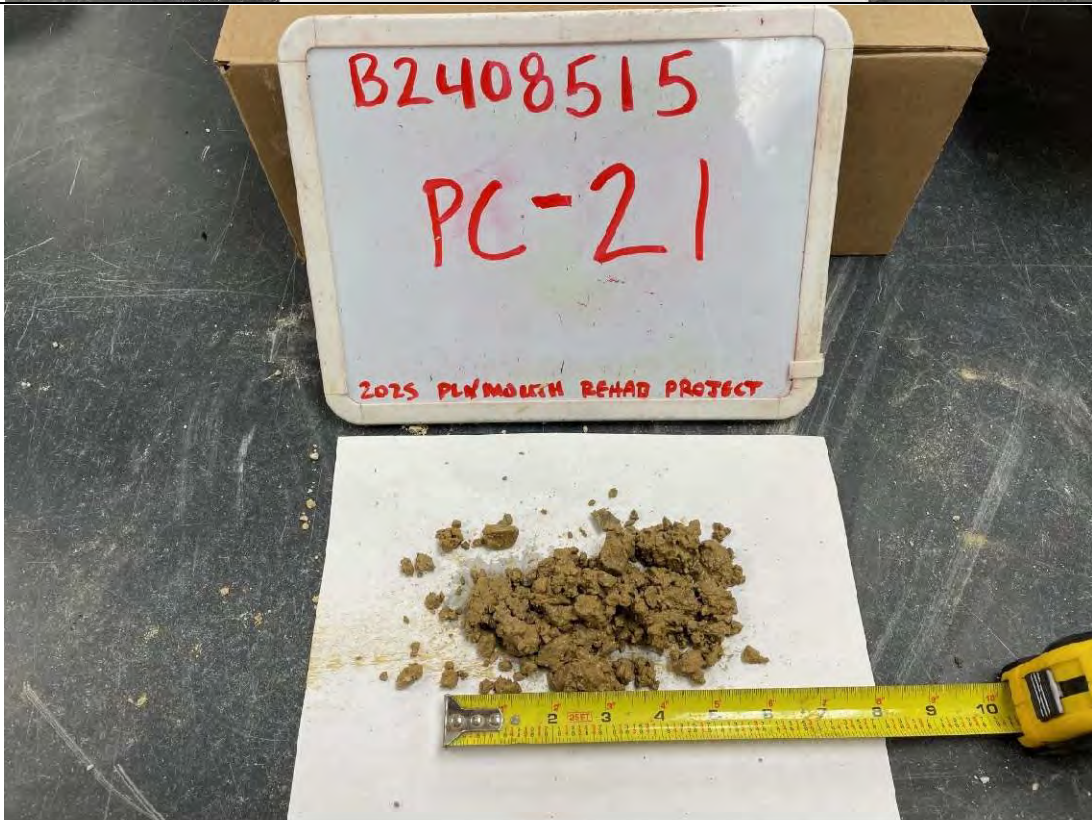
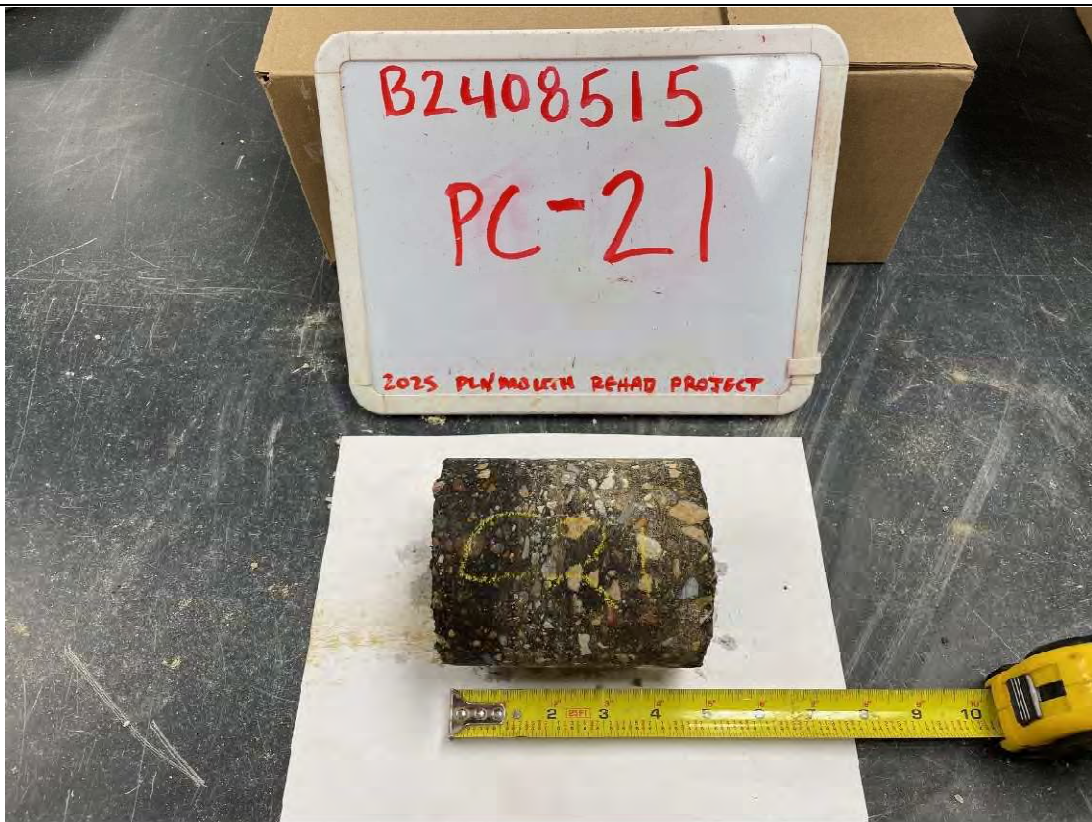
Core #:	PC – 18			Project: B2408515 BRAUN INTERTEC
Pavement thickness	4 inches	Agg base thickness:	7 inches	
Location:	2025 Plymouth Rehabilitation Projects			
Date:	October 2, 2024			
Bituminous Notes:	Good condition.			



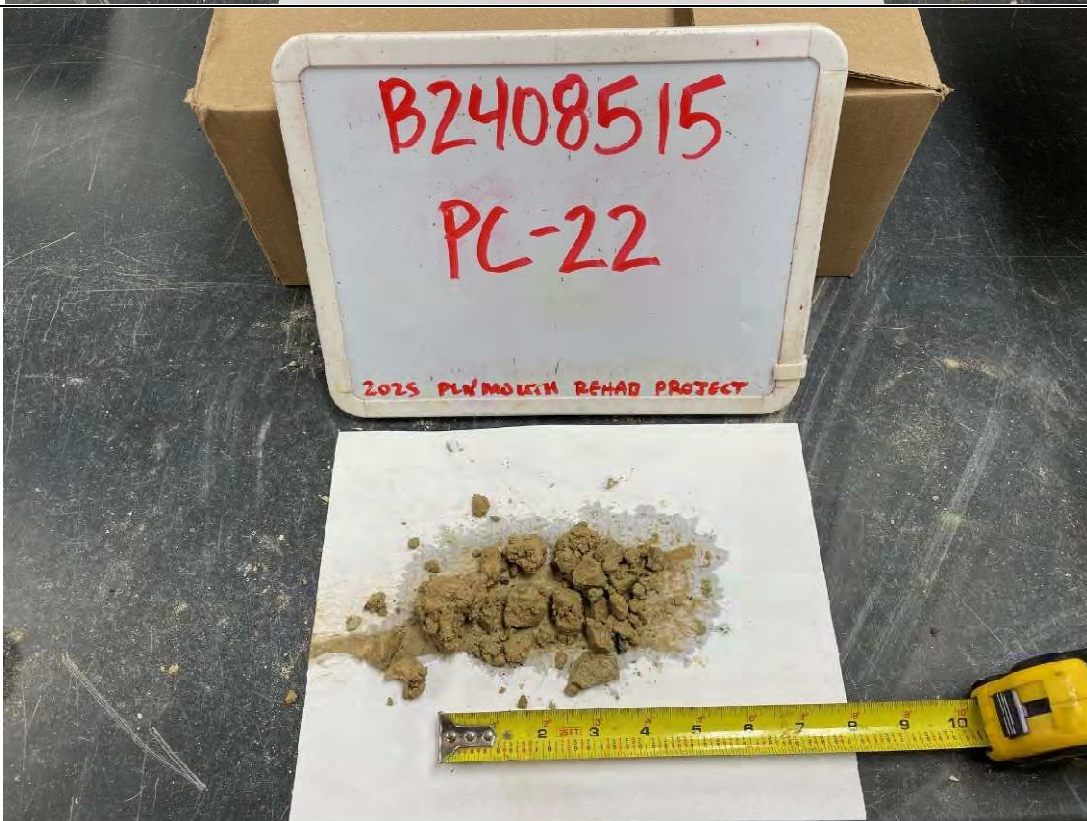
Core #:	PC – 19			Project: B2408515 BRAUN INTERTEC
Pavement thickness	3 3/4 inches	Agg base thickness:	10 inches	
Location:	2025 Plymouth Rehabilitation Projects			
Date:	October 2, 2024			
Bituminous Notes:	Low severity stripping in upper 2 inches; Bottom 1 3/4 inches, good condition.			



Core #:	PC – 20			Project: B2408515 BRAUN INTERTEC
Pavement thickness	4 inches	Agg base thickness:	11 inches	
Location:	2025 Plymouth Rehabilitation Projects			
Date:	October 2, 2024			
Bituminous Notes:	Good condition.			



Core #:	PC – 21			Project: B2408515 BRAUN INTERTEC
Pavement thickness	4 3/4 inches	Agg base thickness:	8 inches	
Location:	2025 Plymouth Rehabilitation Projects			
Date:	October 2, 2024			
Bituminous Notes:	Good condition.			



Core #:	PC – 22			Project: B2408515 BRAUN INTERTEC
Pavement thickness	4 inches	Agg base thickness:	7 inches	
Location:	2025 Plymouth Rehabilitation Projects			
Date:	October 2, 2024			
Bituminous Notes:	Good condition.			

Project Name

Project No.

Street

From

To

2025 Plymouth Rehabilitation

B2408515

36th Ave N

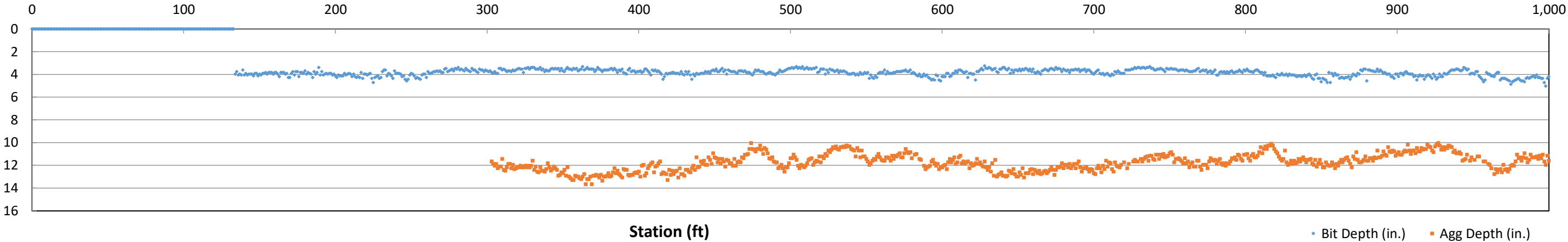
Cul-de-sac

Zachary Ln

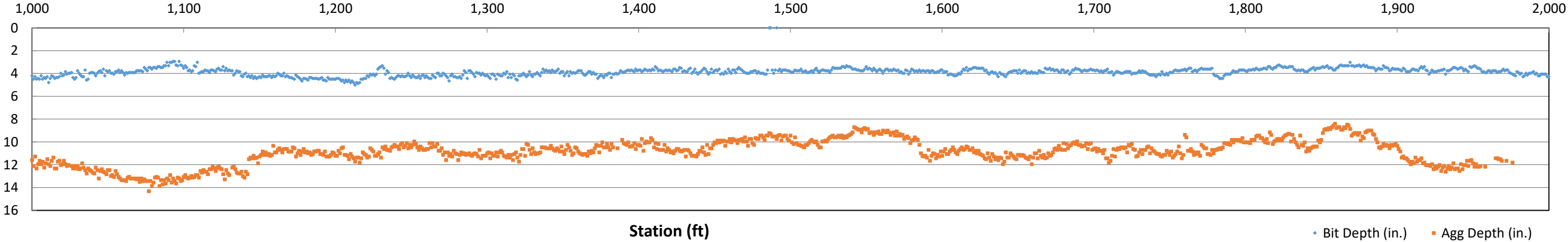


36th Ave N (Cul-de-sac - Zachary Ln) (EB)

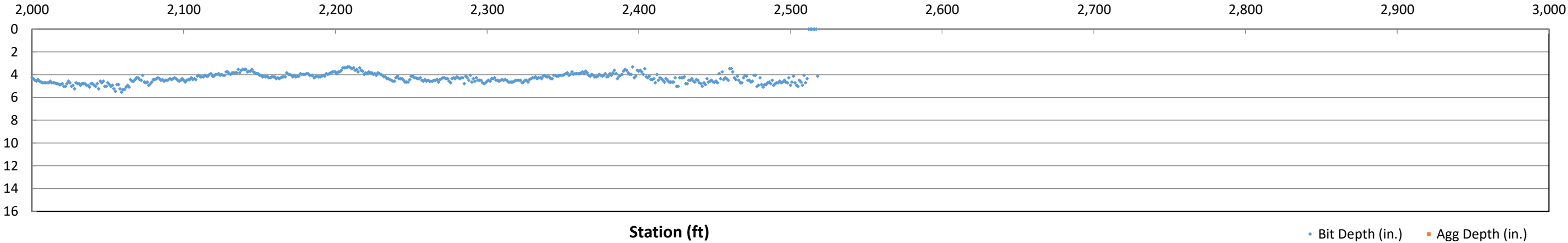
Depth (in.)



Depth (in.)

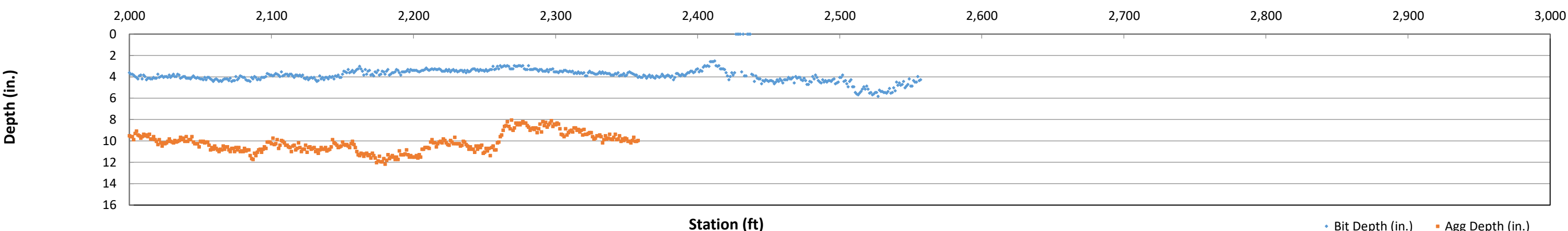
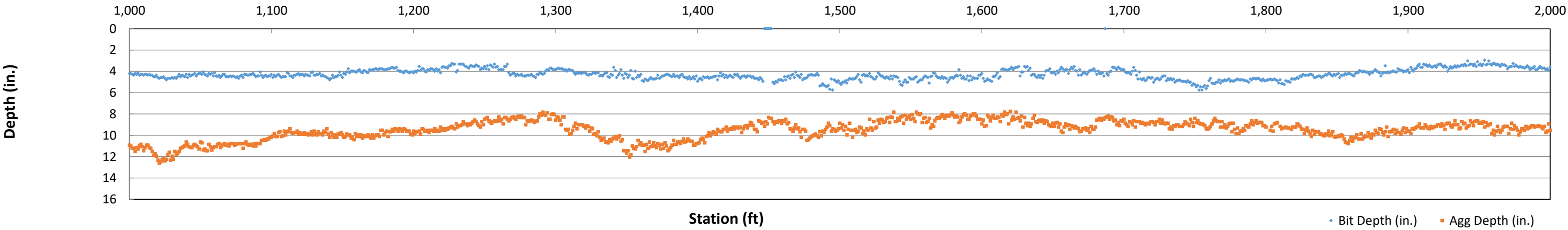
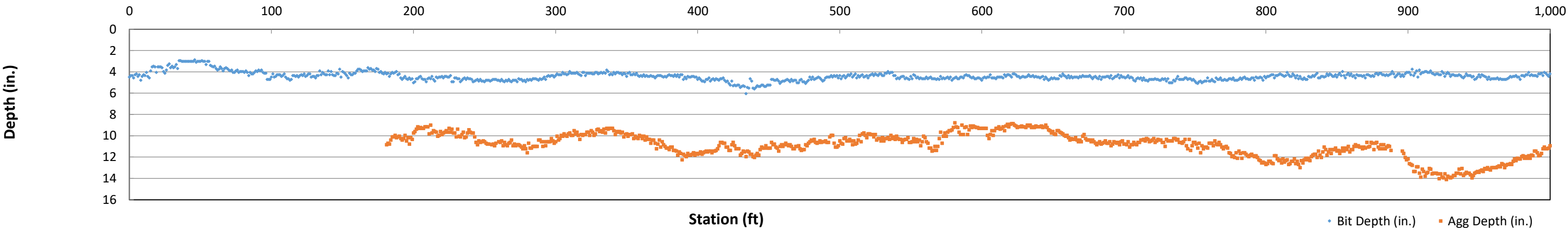


Depth (in.)



36th Ave N (Zachary Ln - Cul-de-sac) (WB)

Project Name	2025 Plymouth Rehabilitation
Project No.	B2408515
Street	36th Ave N
From	Zachary Ln
To	Cul-de-sac

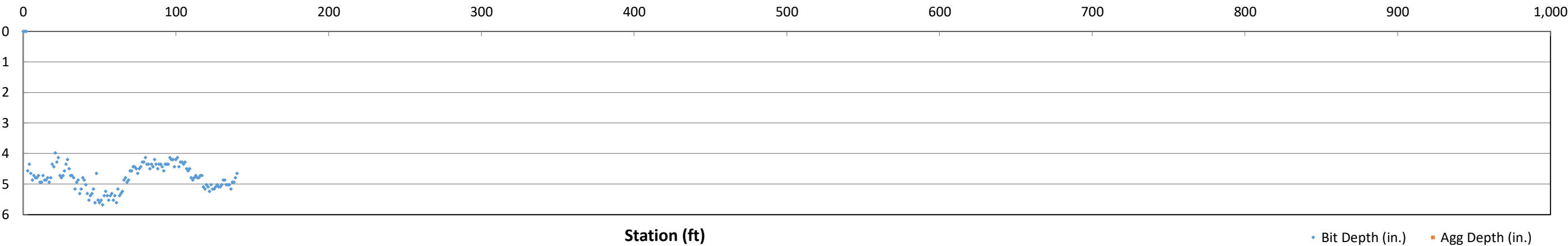


38th Ave N (Evergreen Ln - Cul-de-sac) (EB/WB)

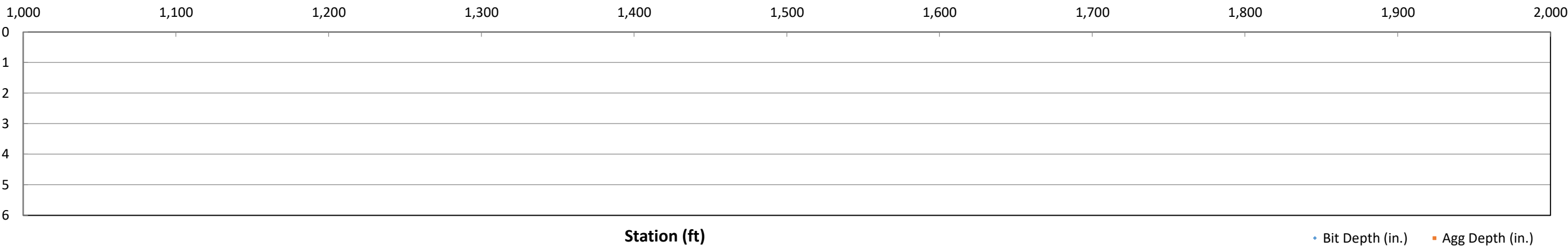
Project Name	2025 Plymouth Rehabilitation
Project No.	B2408515
Street	38th Ave N
From	Evergreen Ln
To	Cul-de-sac



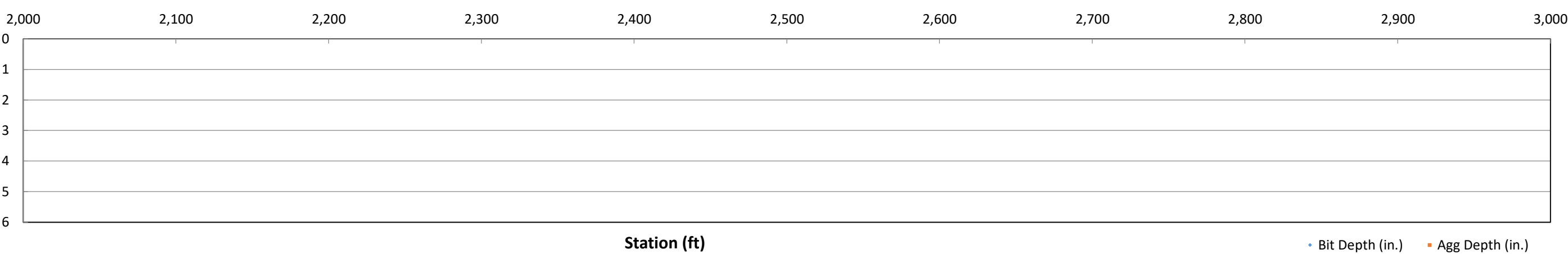
Depth (in.)



Depth (in.)

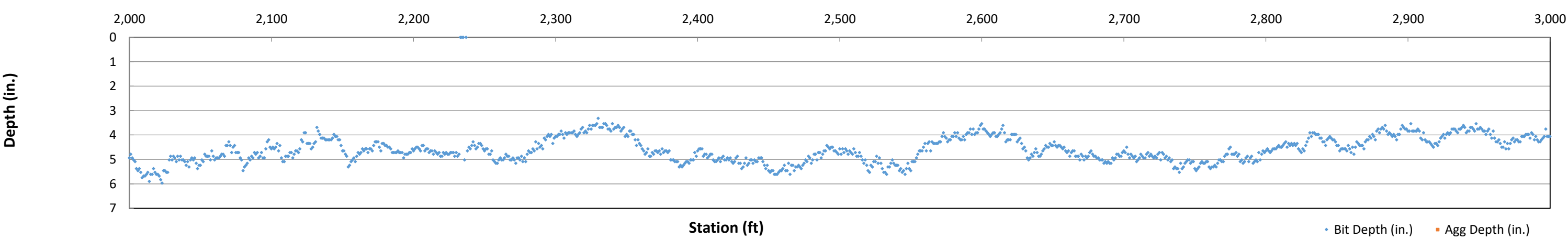
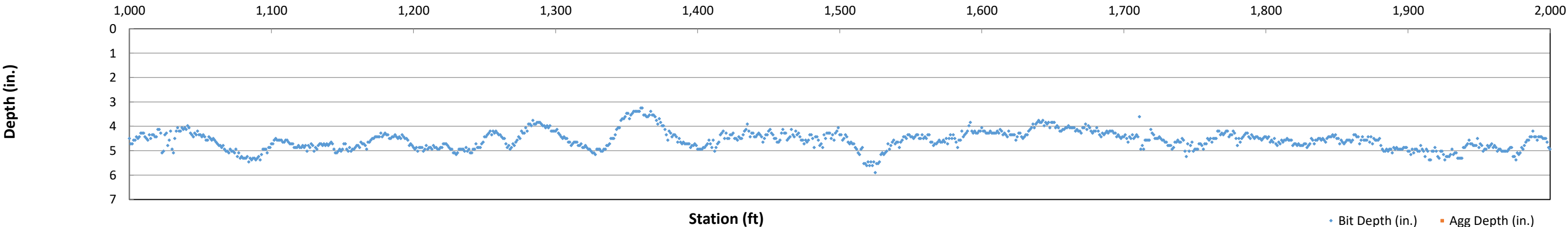
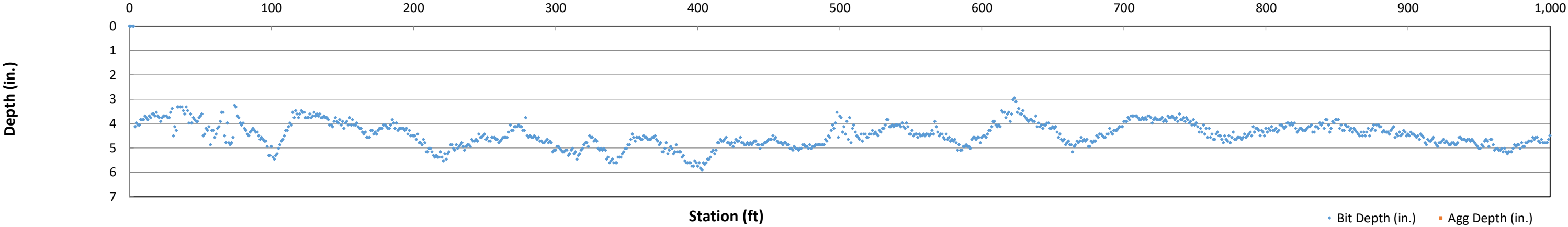


Depth (in.)



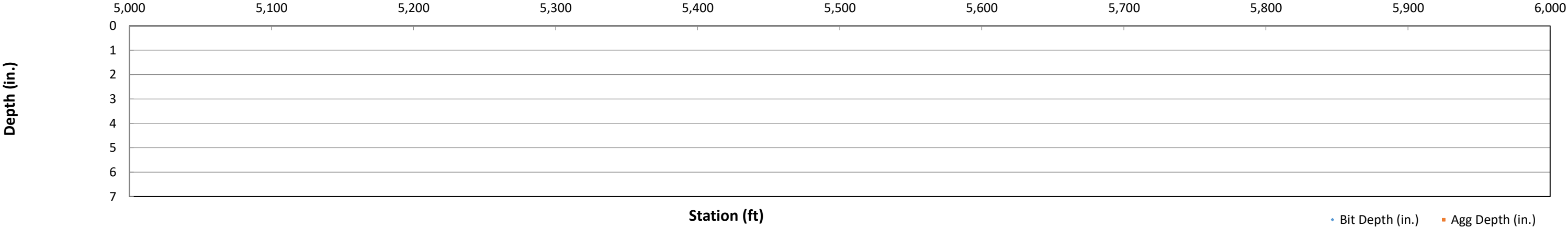
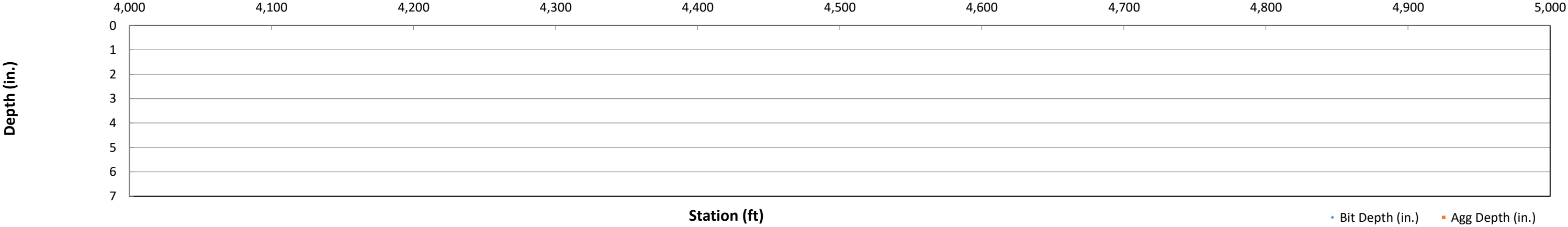
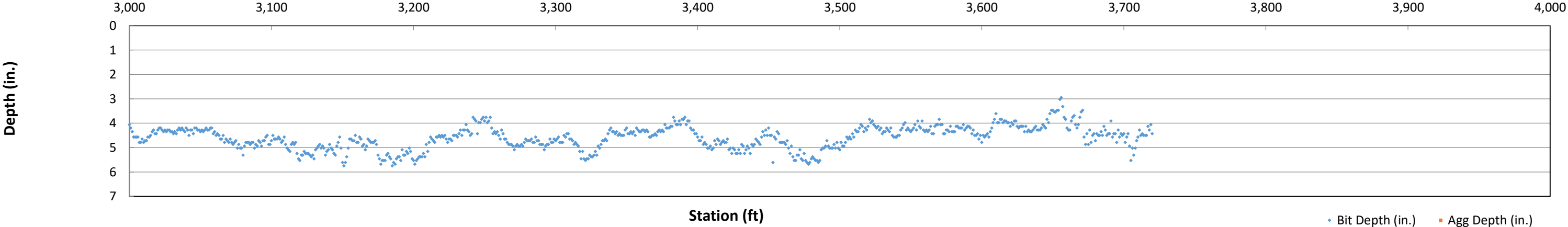
39th Ave N (36th Ave - Zachary Ln) (NB/EB)

Project Name	2025 Plymouth Rehabilitation
Project No.	B2408515
Street	39th Ave N
From	36th Ave
To	Zachary Ln



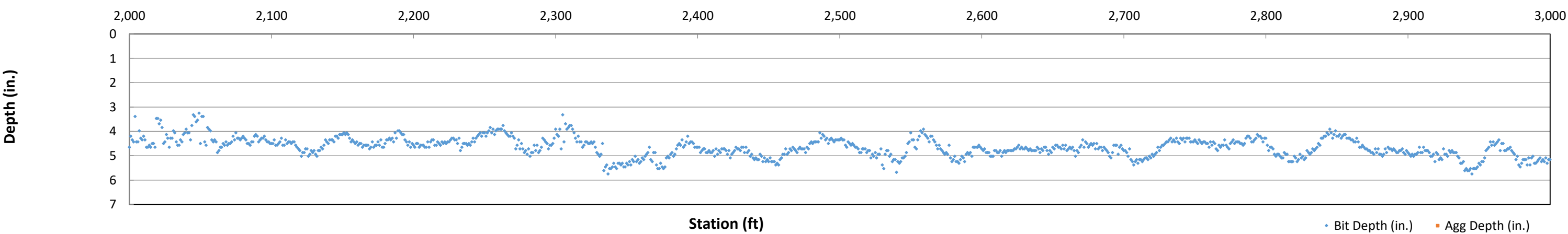
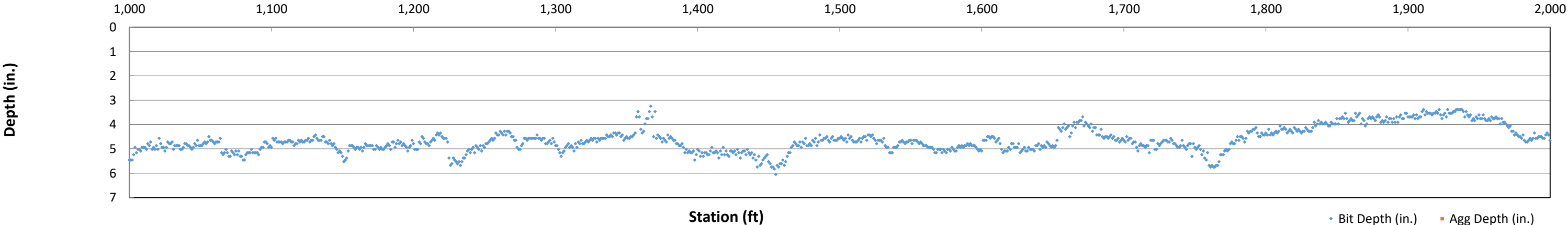
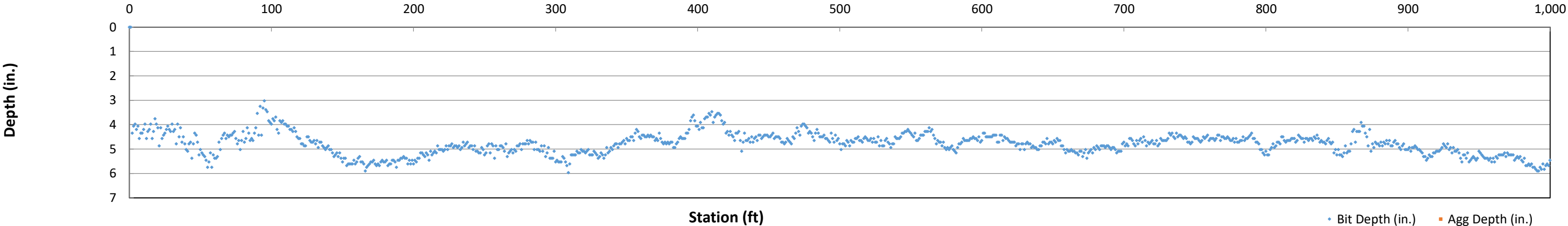
39th Ave N (36th Ave - Zachary Ln) (NB/EB)

Project Name	2025 Plymouth Rehabilitation
Project No.	B2408515
Street	39th Ave N
From	36th Ave
To	Zachary Ln



39th Ave N (Zachary Ln - 36th Ave) (WB/SB)

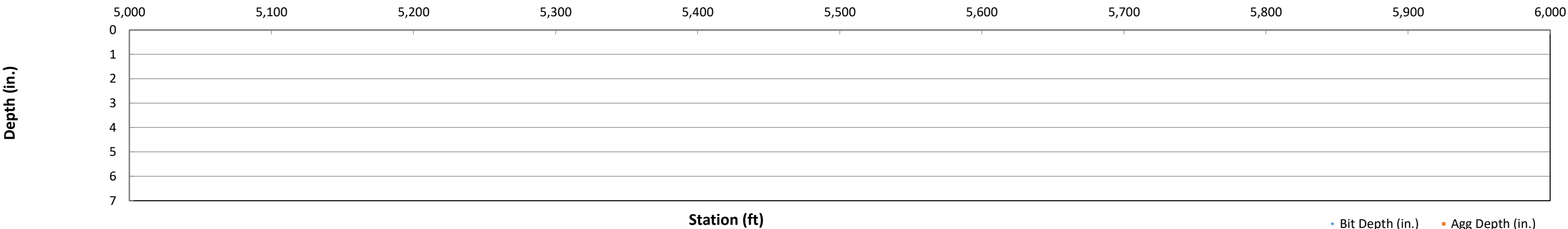
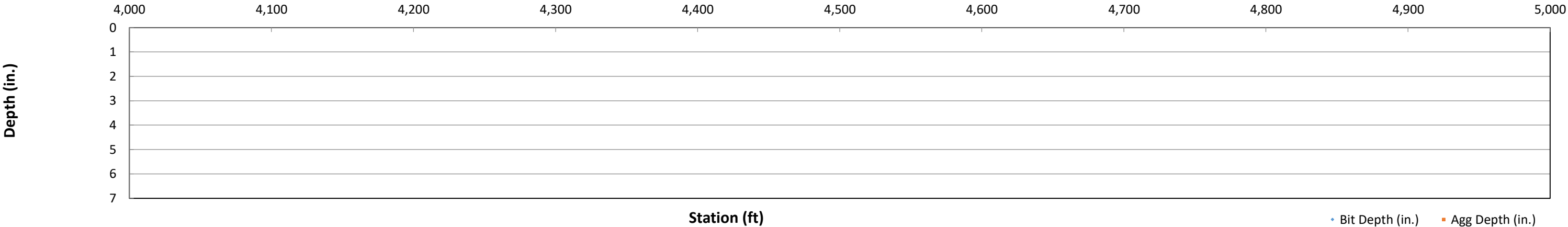
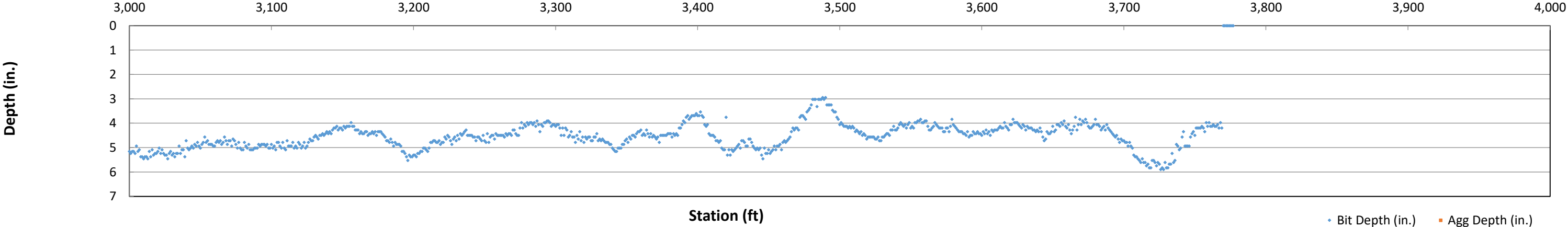
Project Name	2025 Plymouth Rehabilitation
Project No.	B2408515
Street	39th Ave N
From	Zachary Ln
To	36th Ave



Project Name	2025 Plymouth Rehabilitation
Project No.	B2408515
Street	39th Ave N
From	Zachary Ln
To	36th Ave

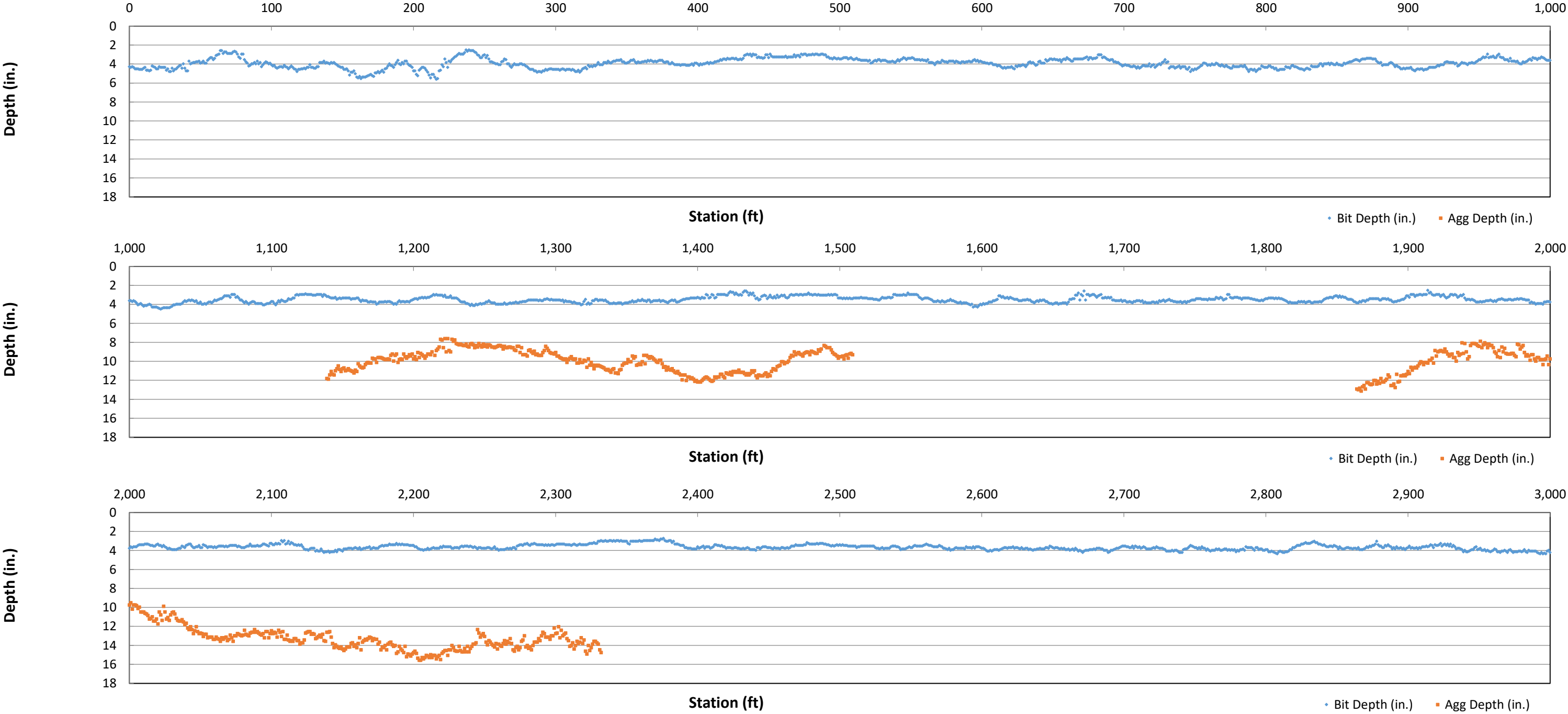


39th Ave N (Zachary Ln - 36th Ave) (WB/SB)



40th Ave/Goldenrod Ln (Cul-de-sac - Zachary Ln) (EB)

Project Name	2025 Plymouth Rehabilitation
Project No.	B2408515
Street	40th Ave/Goldenrod Ln
From	Cul-de-sac
To	Zachary Ln

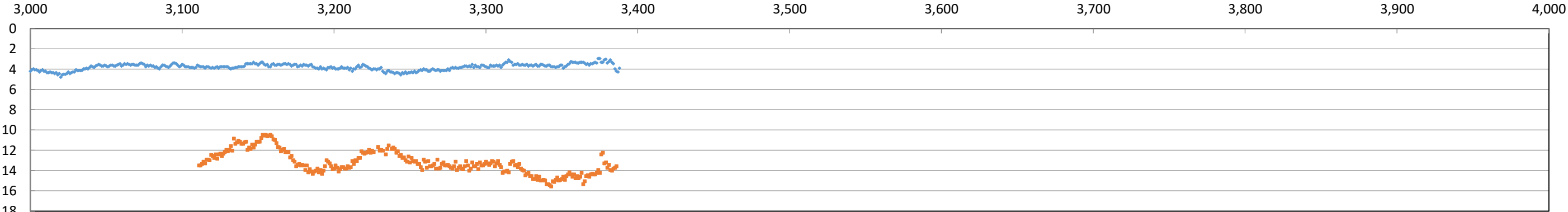


40th Ave/Goldenrod Ln (Cul-de-sac - Zachary Ln) (EB)

Project Name	2025 Plymouth Rehabilitation
Project No.	B2408515
Street	40th Ave/Goldenrod Ln
From	Cul-de-sac
To	Zachary Ln



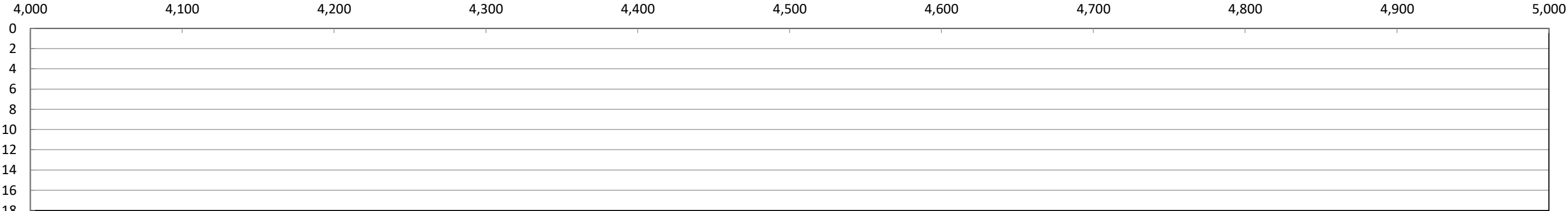
Depth (in.)



Station (ft)

Bit Depth (in.) Agg Depth (in.)

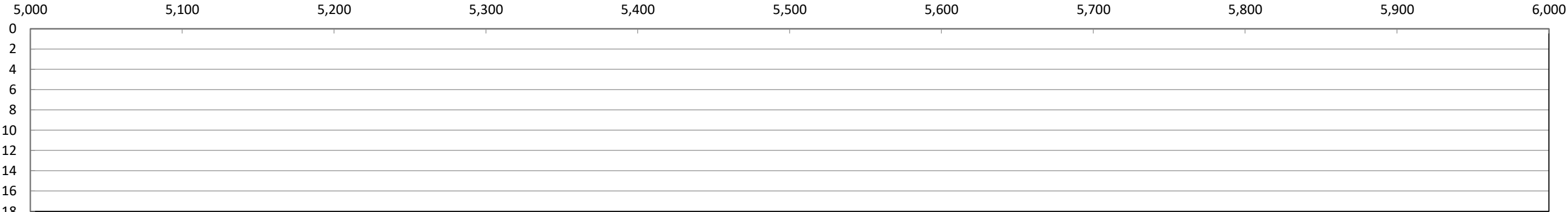
Depth (in.)



Station (ft)

Bit Depth (in.) Agg Depth (in.)

Depth (in.)

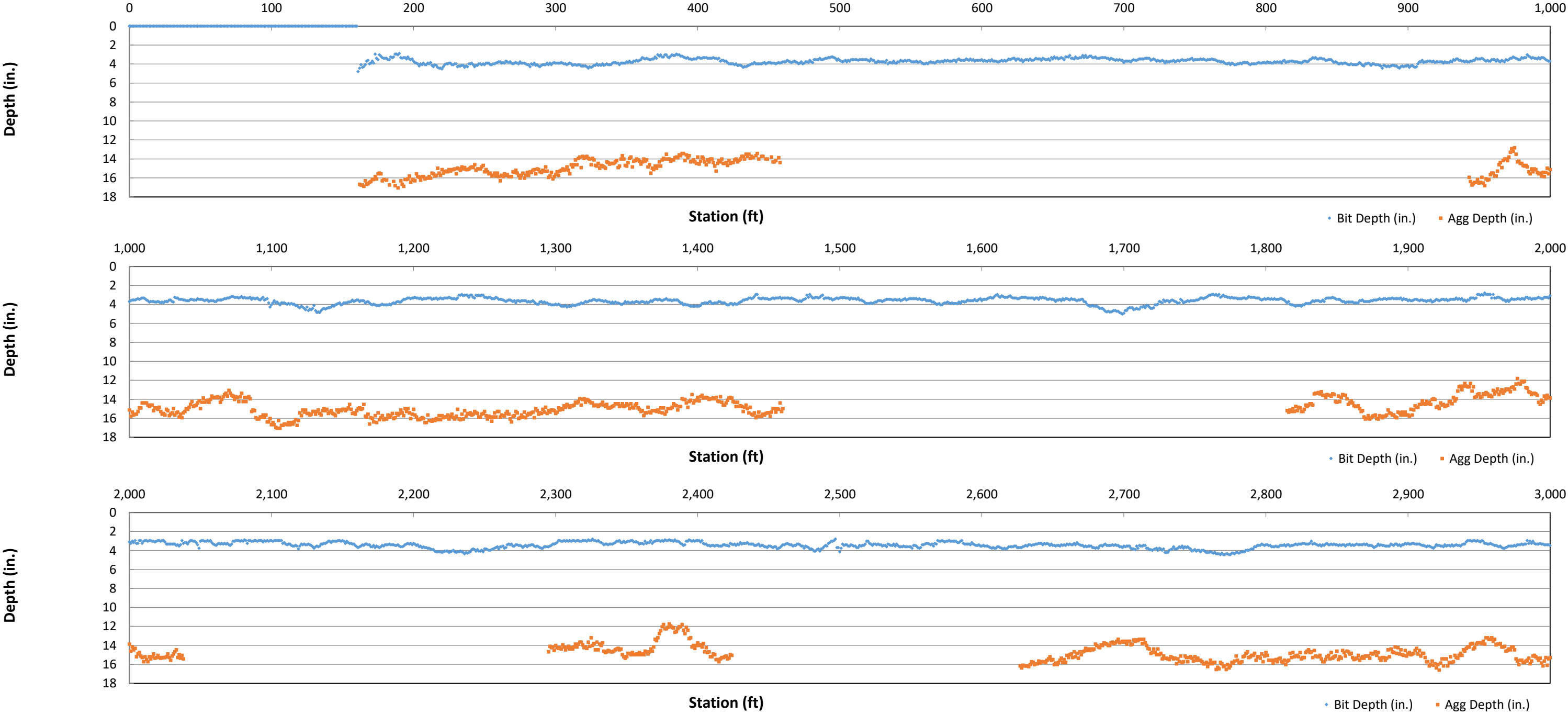


Station (ft)

Bit Depth (in.) Agg Depth (in.)

40th Ave/Goldenrod Ln (Zachary Ln - Cul-de-sac) (WB)

Project Name	2025 Plymouth Rehabilitation
Project No.	B2408515
Street	40th Ave/Goldenrod Ln
From	Zachary Ln
To	Cul-de-sac

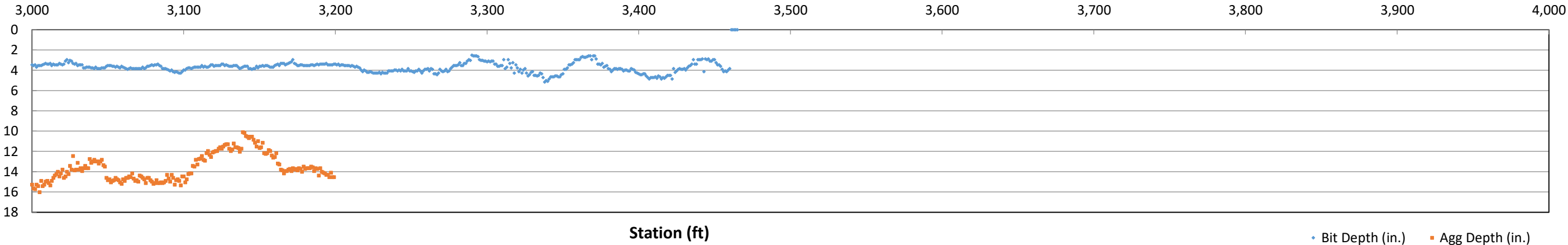


40th Ave/Goldenrod Ln (Zachary Ln - Cul-de-sac) (WB)

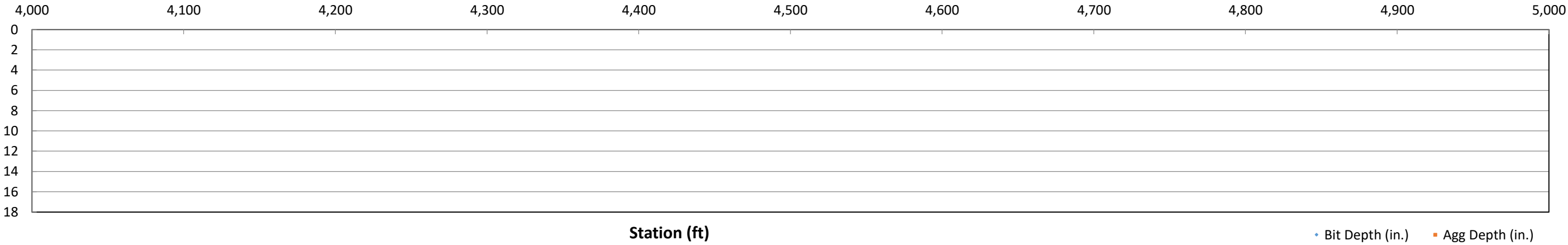
Project Name	2025 Plymouth Rehabilitation
Project No.	B2408515
Street	40th Ave/Goldenrod Ln
From	Zachary Ln
To	Cul-de-sac



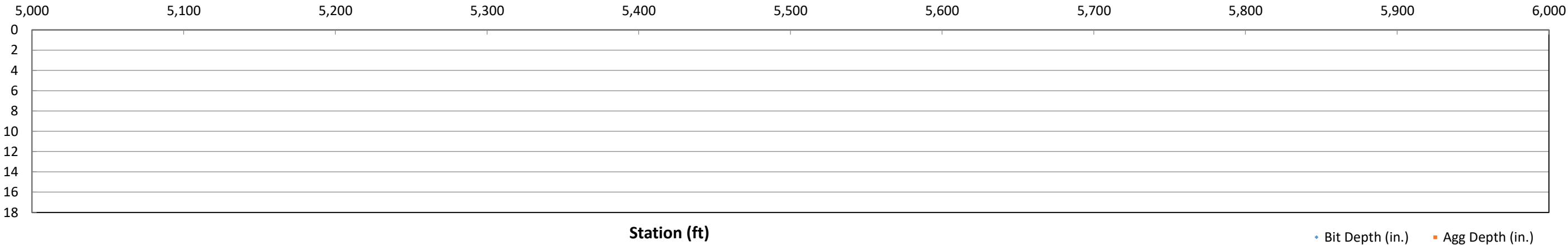
Depth (in.)



Depth (in.)

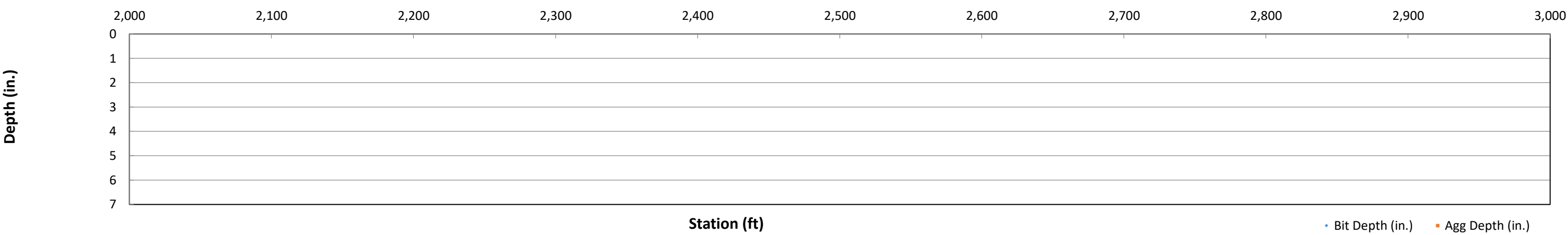
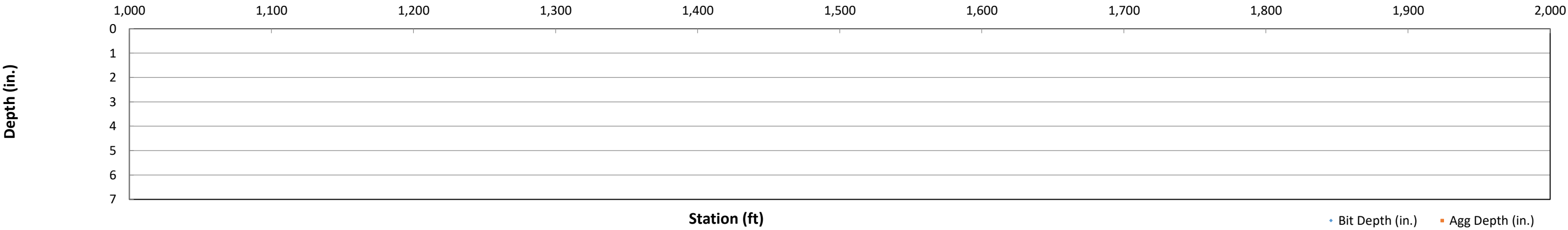
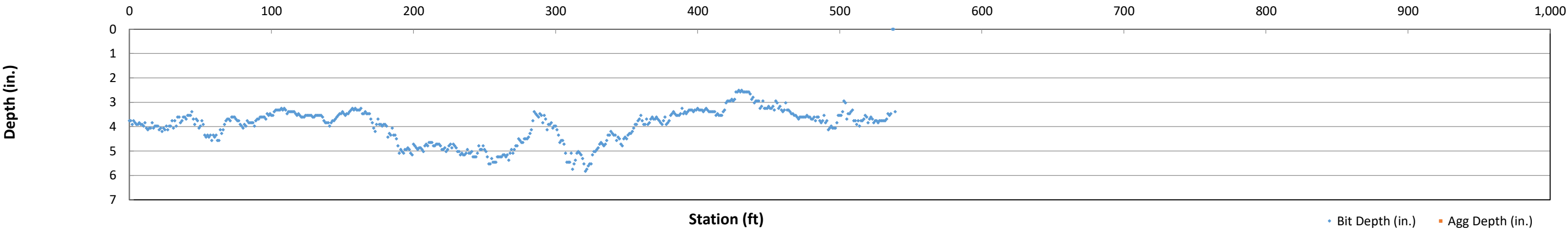


Depth (in.)



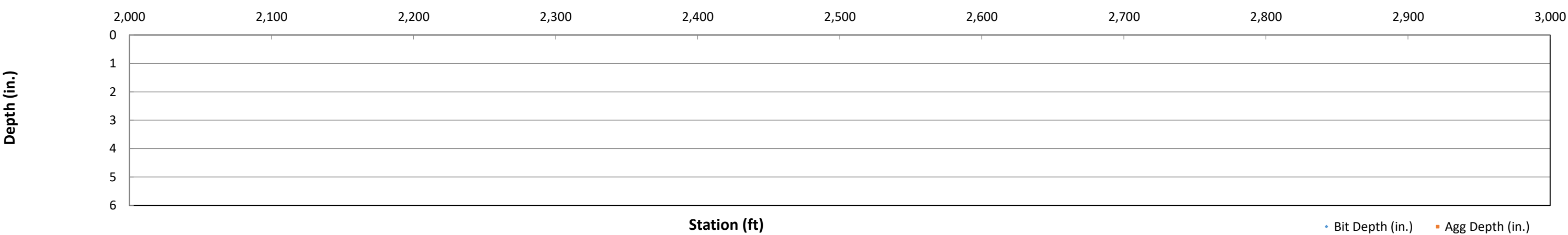
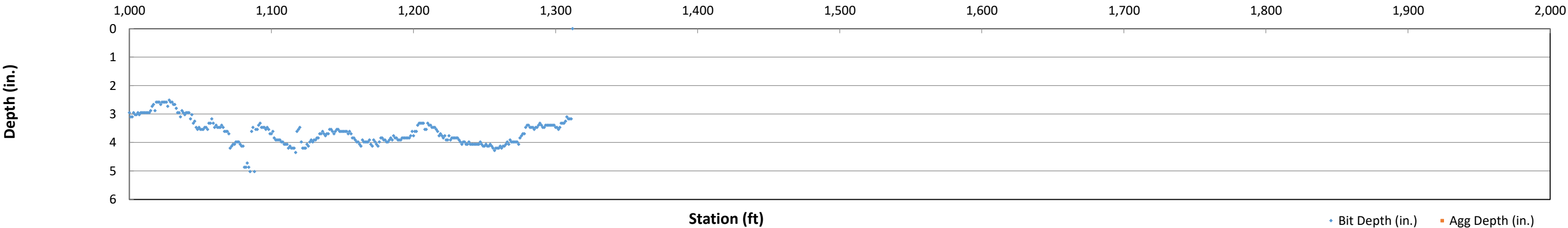
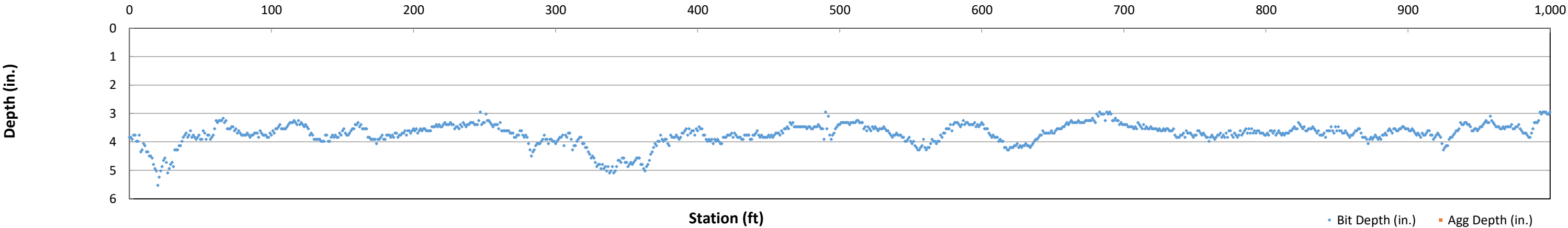
40th PI N (Goldenrod Ln - Cul-de-sac) (EB/WB)

Project Name	2025 Plymouth Rehabilitation
Project No.	B2408515
Street	40th PI N
From	Goldenrod Ln
To	Cul-de-sac



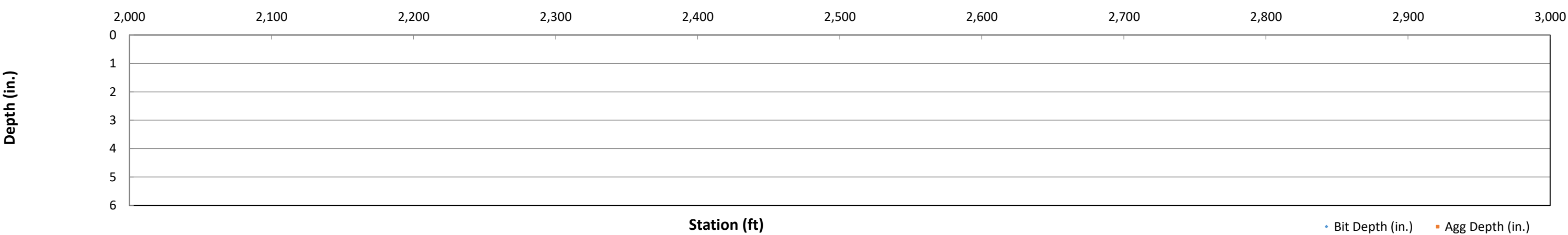
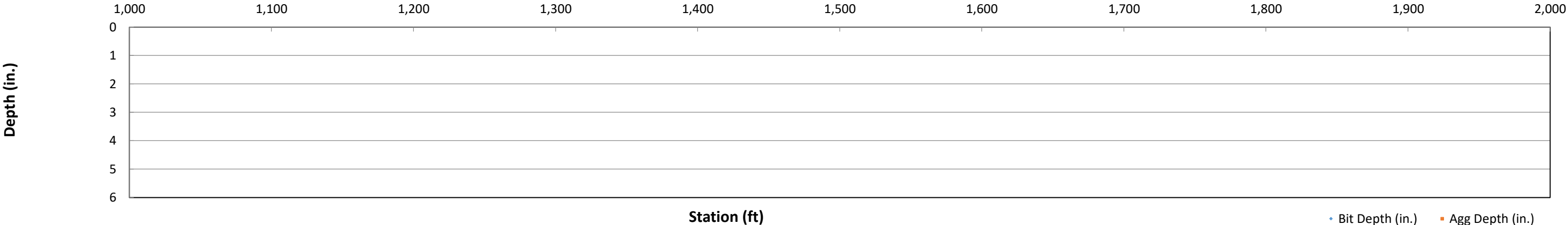
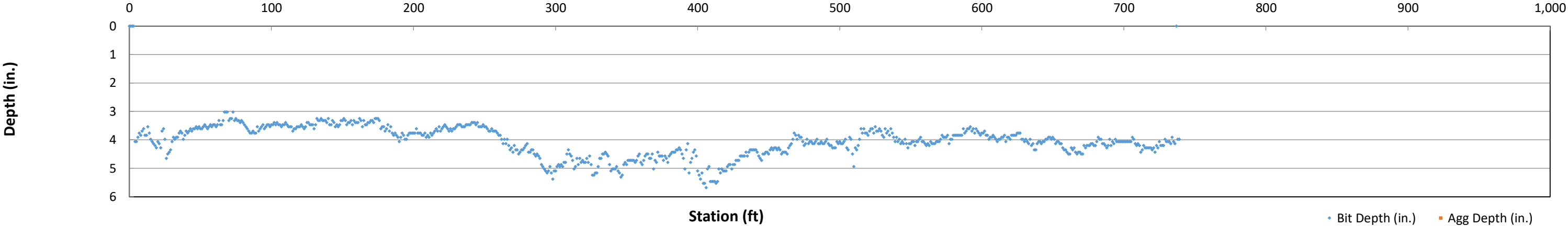
41st Ave N (40th Ave N - Goldenrod Ln) (WB)

Project Name	2025 Plymouth Rehabilitation
Project No.	B2408515
Street	41st Ave N
From	40th Ave N
To	Goldenrod Ln



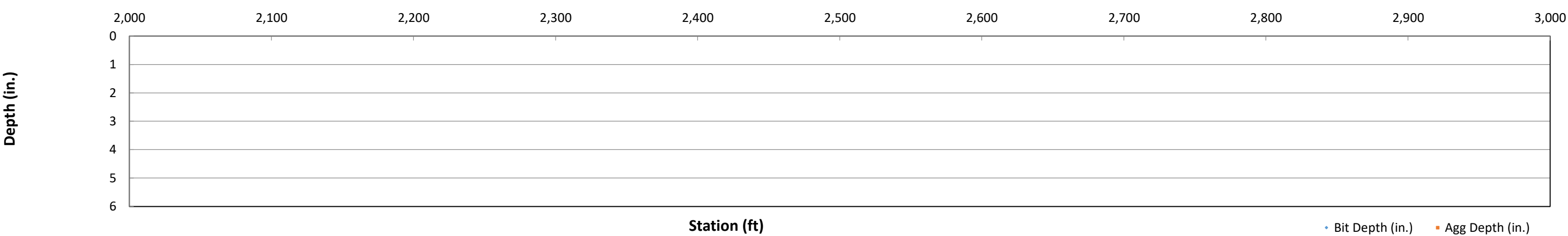
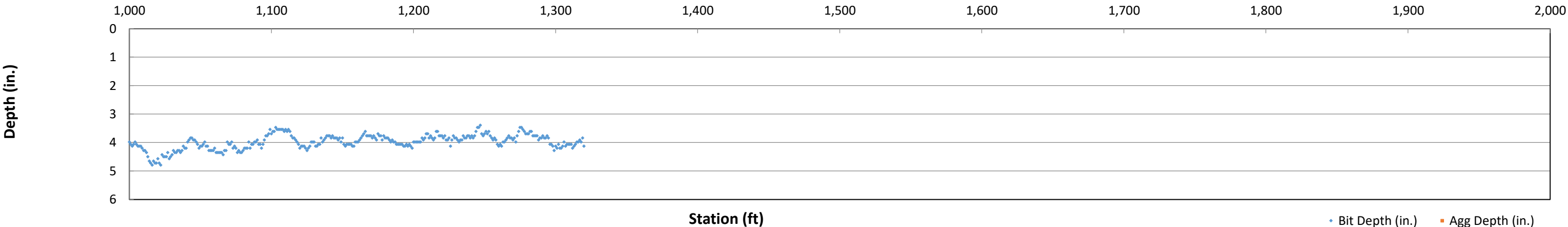
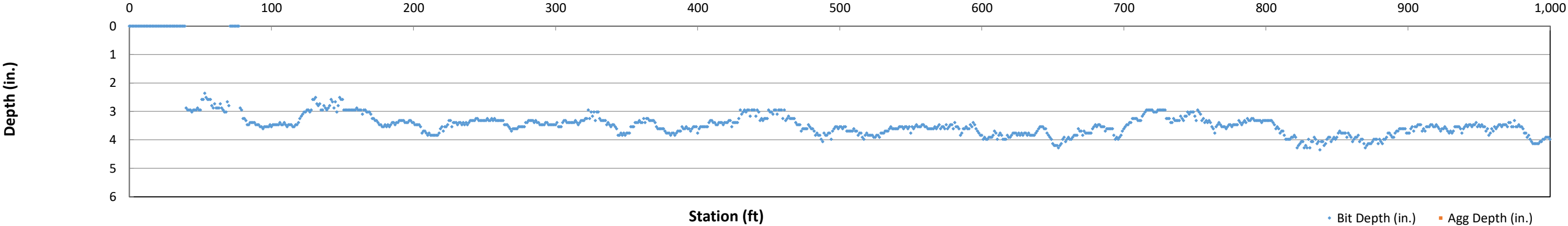
41st Ave N (Evergreen Ln - Cul-de-sac) (EB/WB)

Project Name	2025 Plymouth Rehabilitation
Project No.	B2408515
Street	41st Ave N
From	Evergreen Ln
To	Cul-de-sac



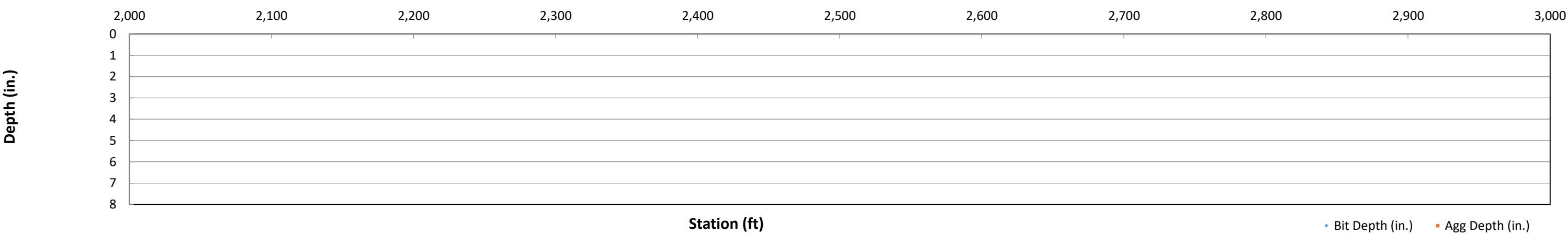
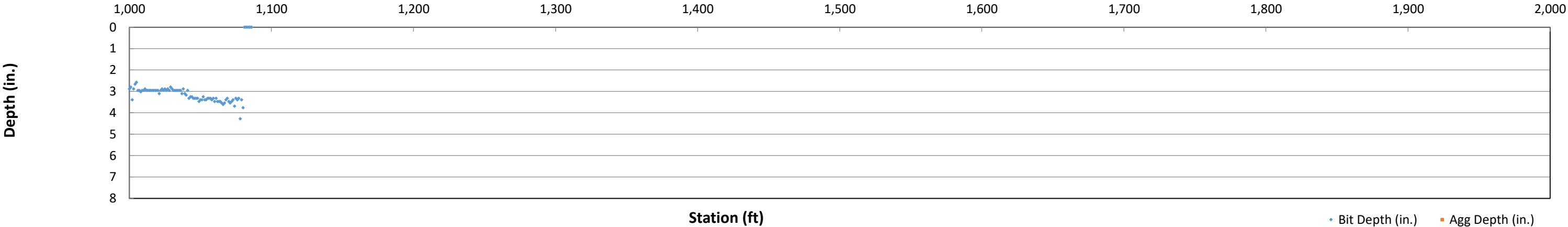
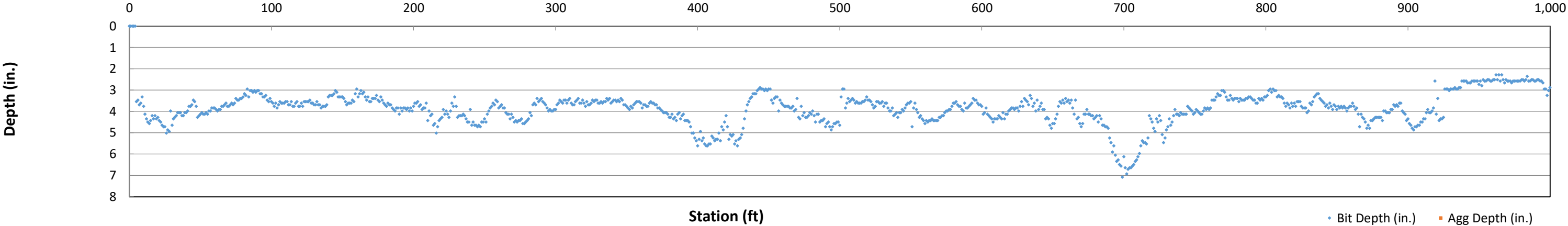
41st Ave N (Goldenrod Ln - 40th Ave N) (EB)

Project Name	2025 Plymouth Rehabilitation
Project No.	B2408515
Street	41st Ave N
From	Goldenrod Ln
To	40th Ave N



50th Ave N (Terraceview Ln - Cul-de-sac) (WB/EB)

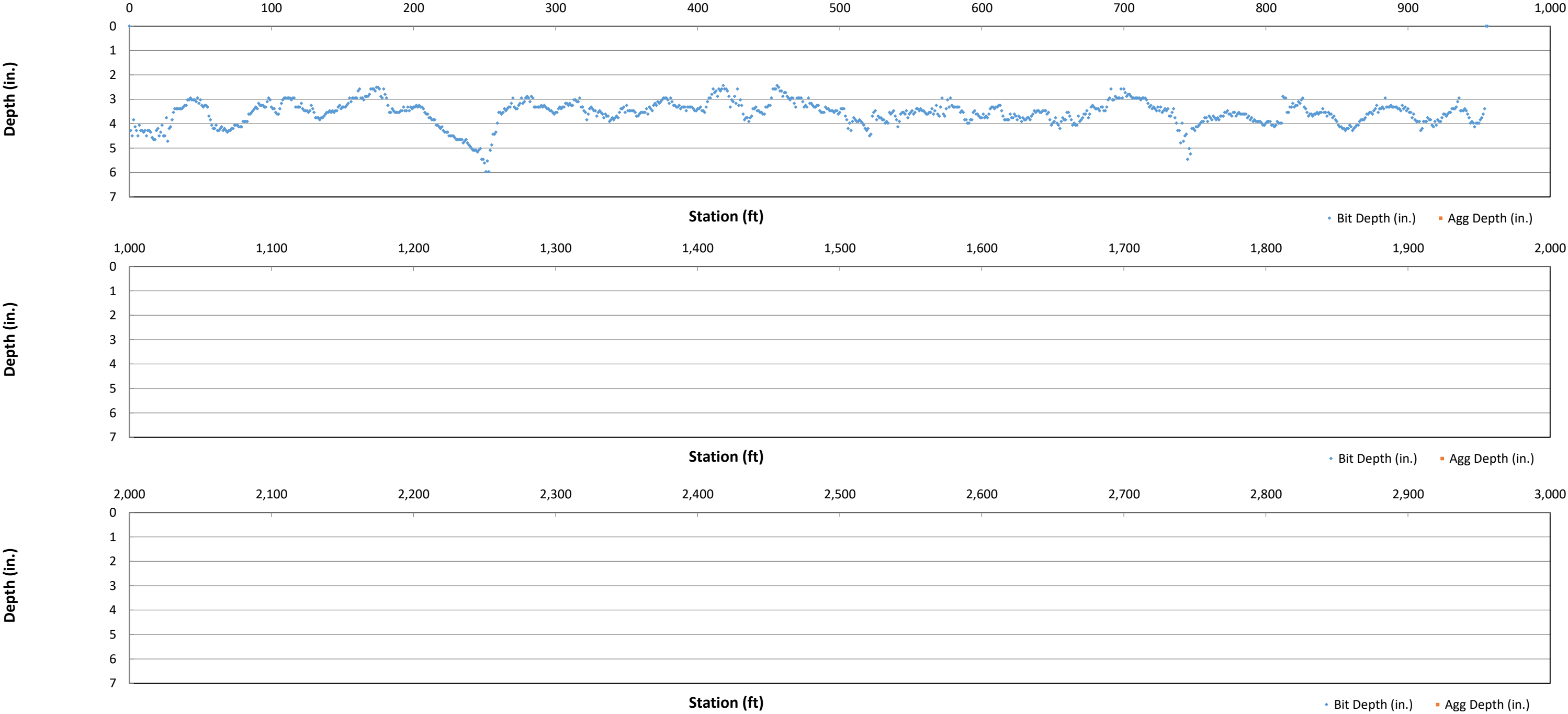
Project Name	2025 Plymouth Rehabilitation
Project No.	B2408515
Street	50th Ave N
From	Terraceview Ln
To	Cul-de-sac



Project Name	2025 Plymouth Rehabilitation
Project No.	B2408515
Street	50th PI
From	Terraceview Ln
To	Cul-de-sac

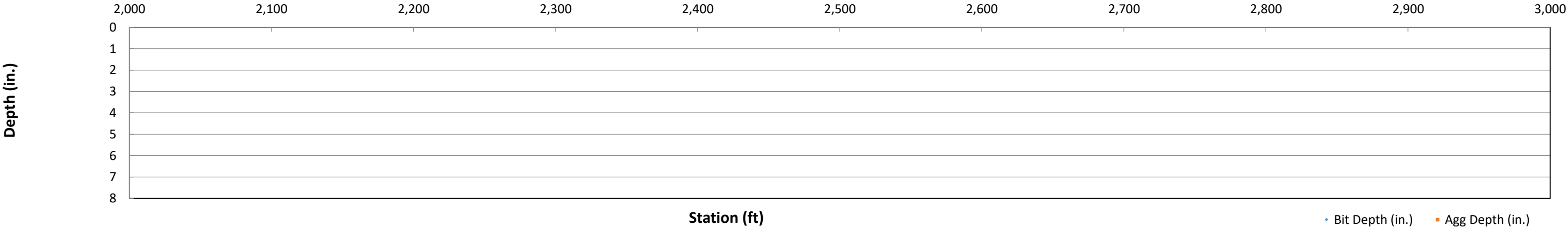
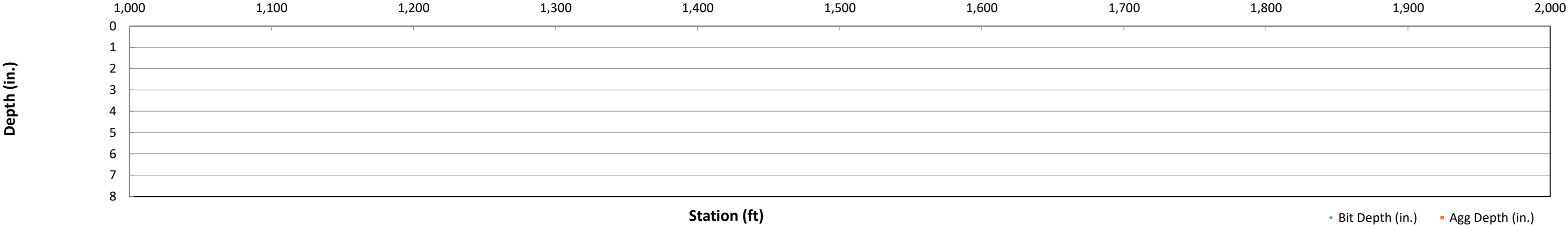
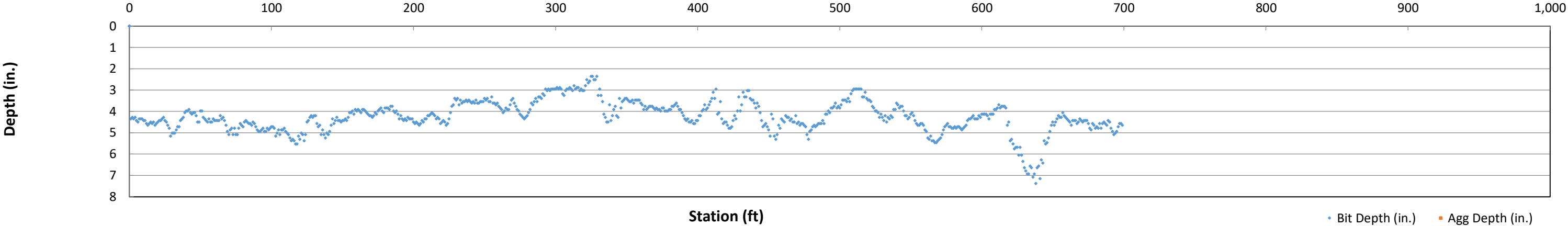


50th PI (Terraceview Ln - Cul-de-sac) (WB/EB)



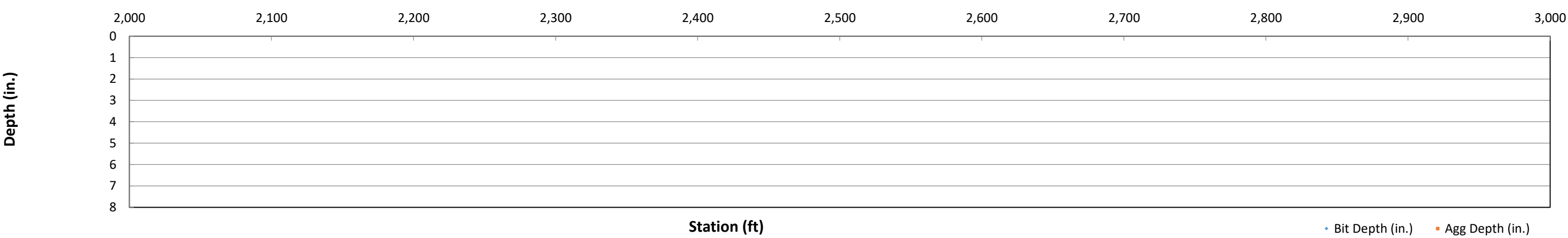
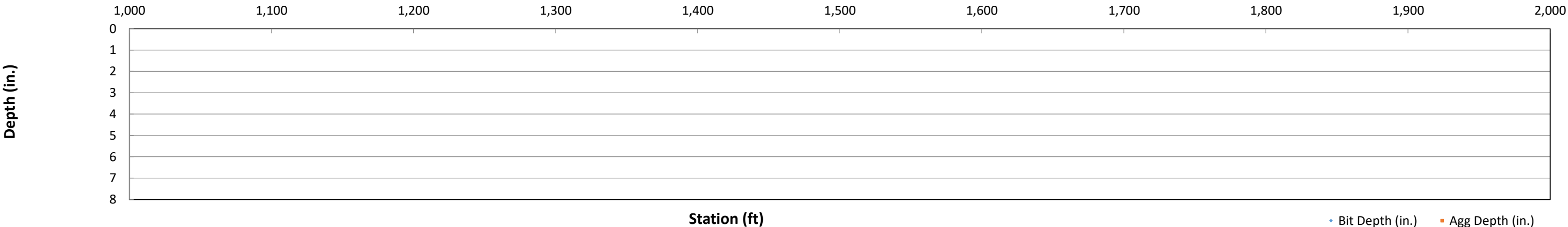
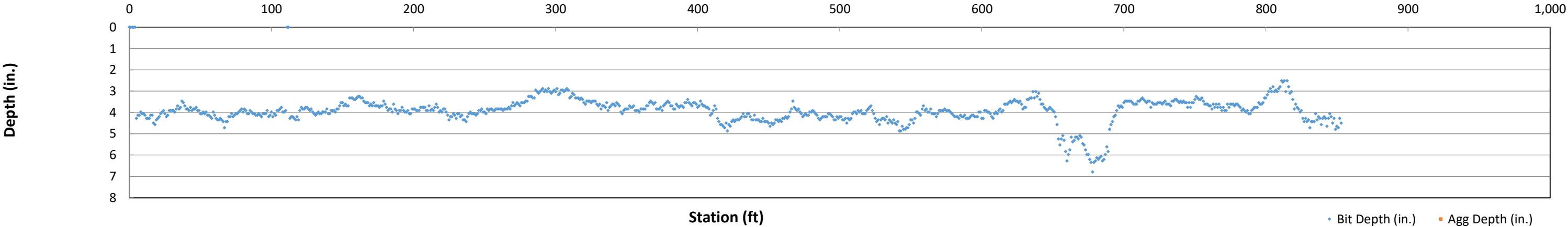
51st Ave N (Terraceview Ln - 51st Ave N) (EB/WB)

Project Name	2025 Plymouth Rehabilitation
Project No.	B2408515
Street	51st Ave N
From	Terraceview Ln
To	51st Ave N



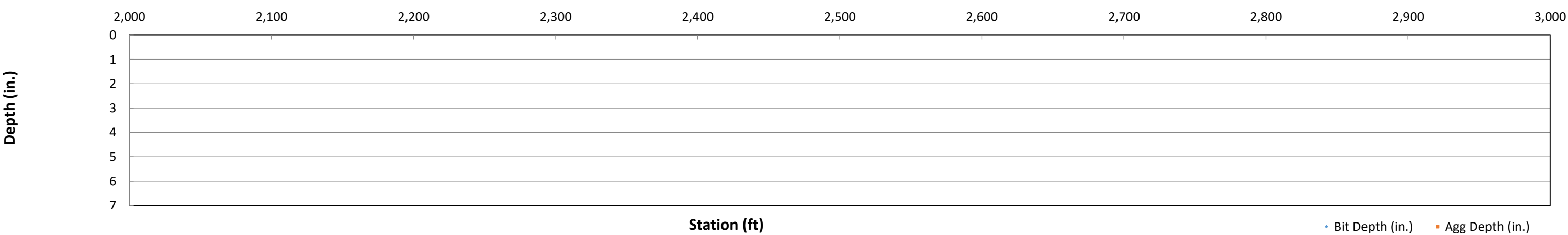
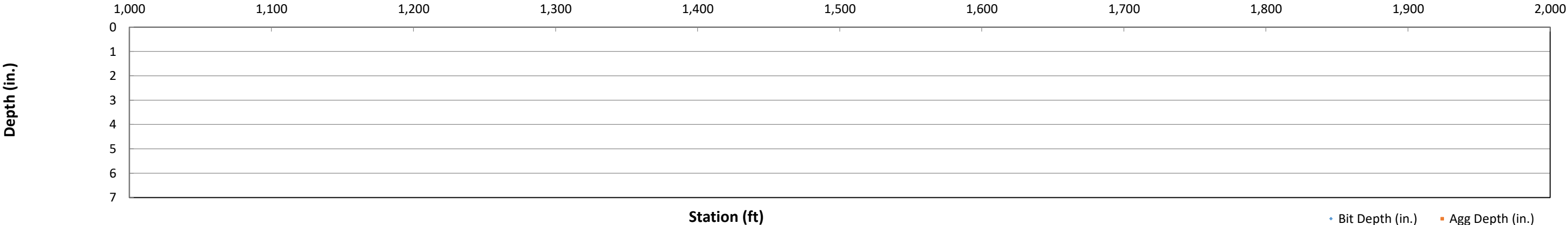
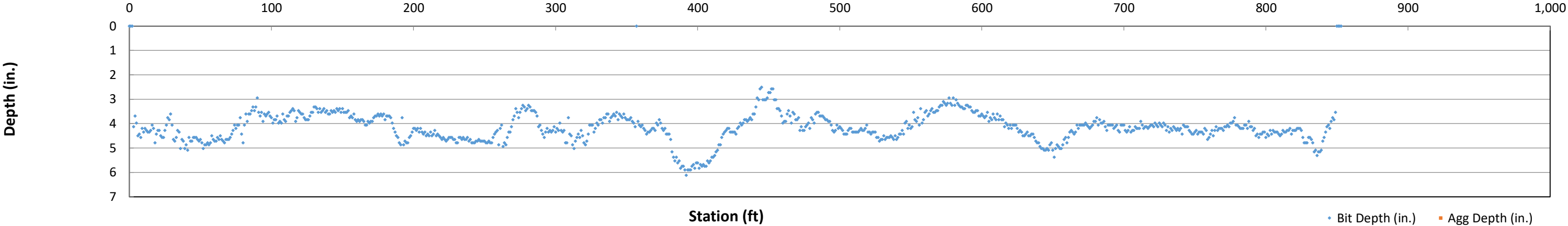
51st Ave N (Terraceview Ln - Vicksburg Ln) (WB)

Project Name	2025 Plymouth Rehabilitation
Project No.	B2408515
Street	51st Ave N
From	Terraceview Ln
To	Vicksburg Ln



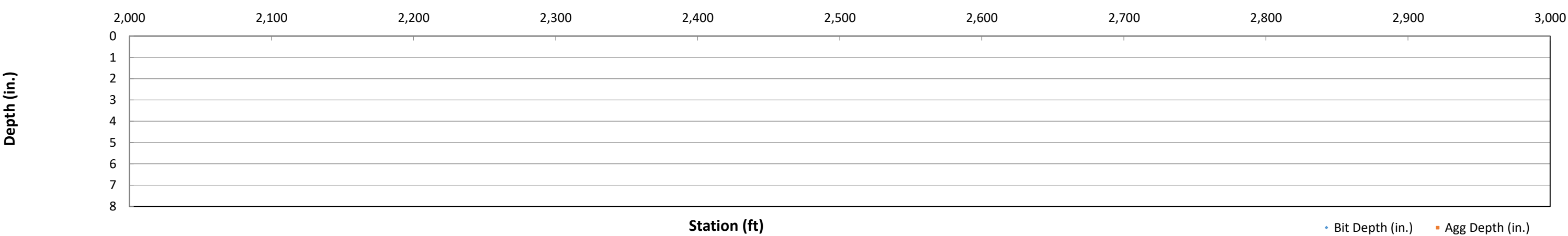
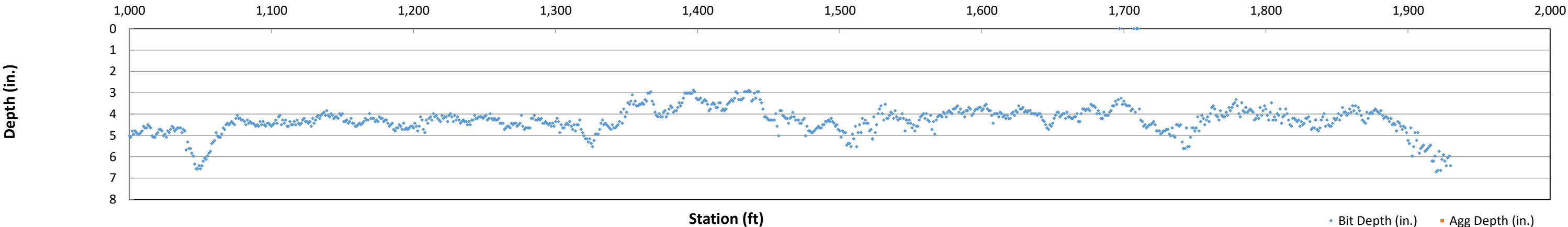
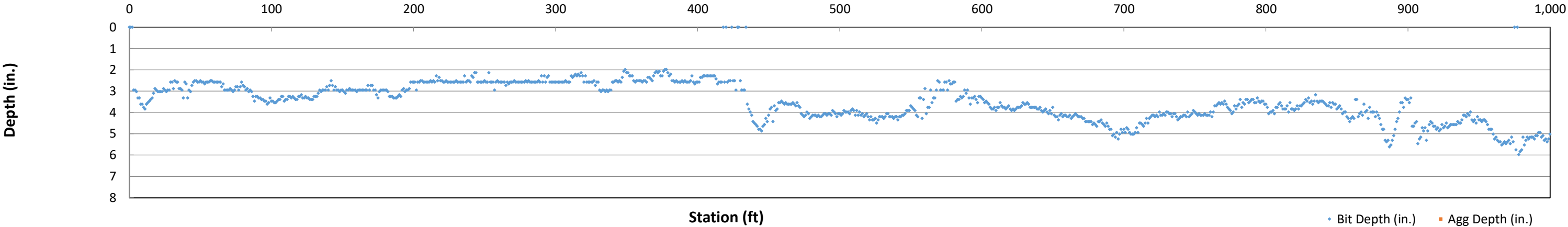
51st Ave N (Vicksburg Ln - Terraceview Ln) (EB)

Project Name	2025 Plymouth Rehabilitation
Project No.	B2408515
Street	51st Ave N
From	Vicksburg Ln
To	Terraceview Ln



51st Ave N/Quantico Ln N (Terraceview Ln - Schmidt Lake Rd) (EB/SB)

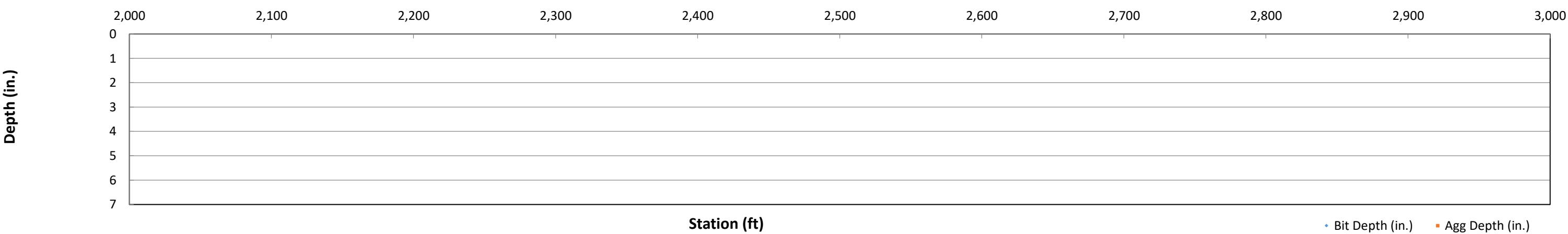
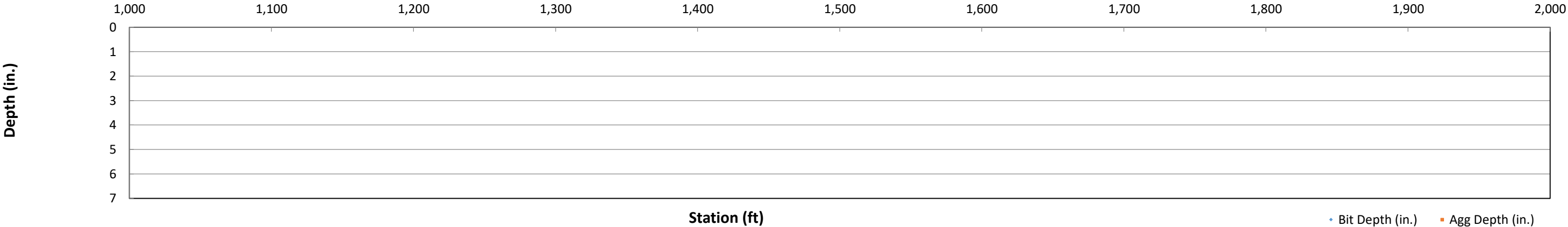
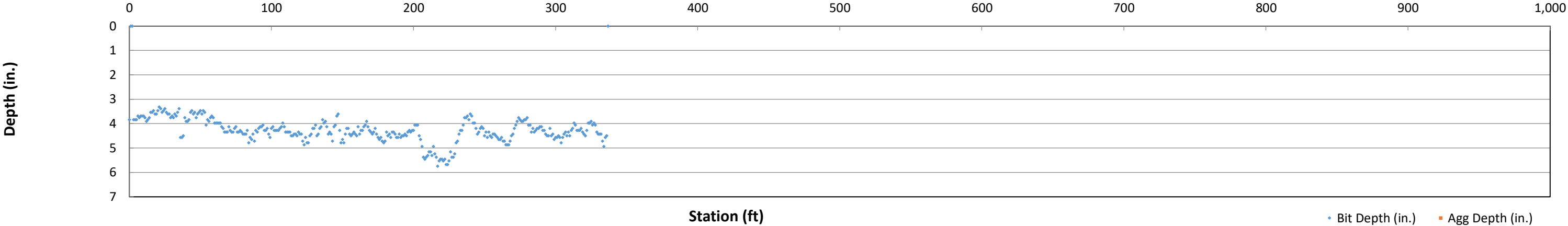
Project Name	2025 Plymouth Rehabilitation
Project No.	B2408515
Street	51st Ave N/Quantico Ln N
From	Terraceview Ln
To	Schmidt Lake Rd



Project Name	2025 Plymouth Rehabilitation
Project No.	B2408515
Street	52nd Ave N (Cul-de-sac)
From	
To	

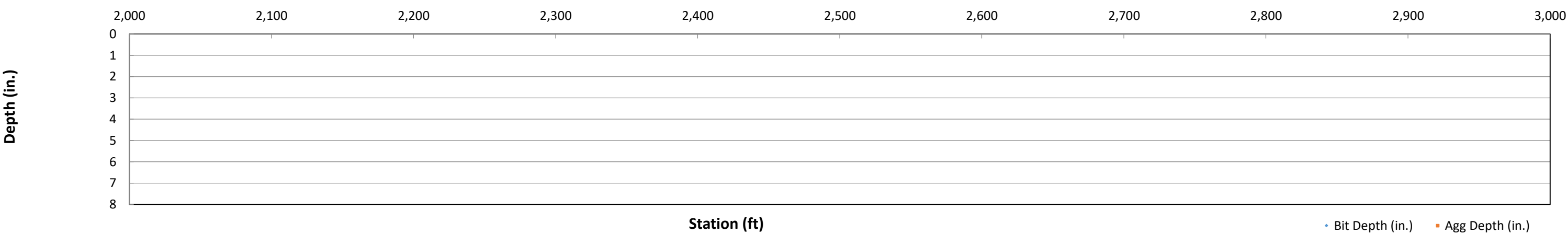
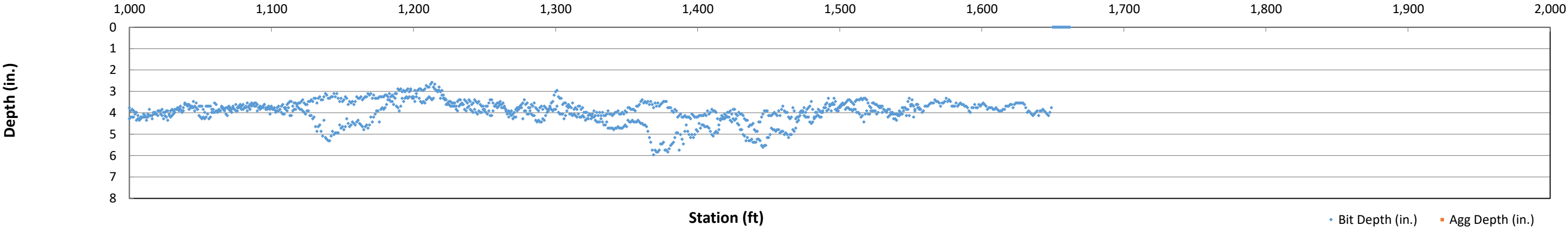
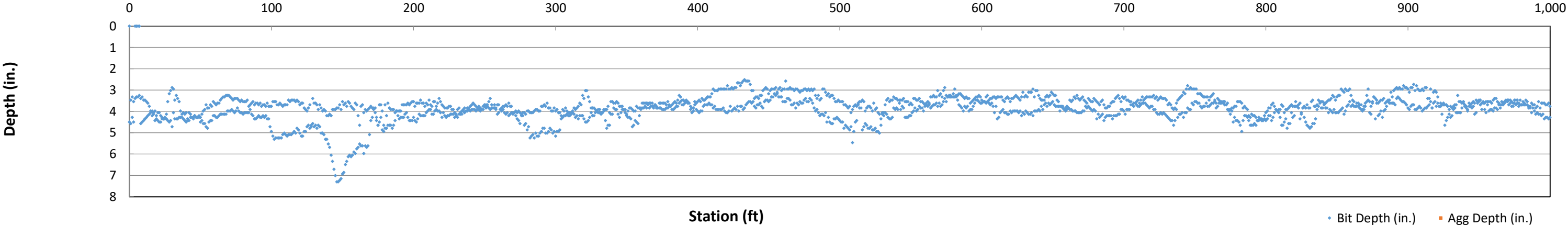


52nd Ave N (Cul-de-sac) (-) ()



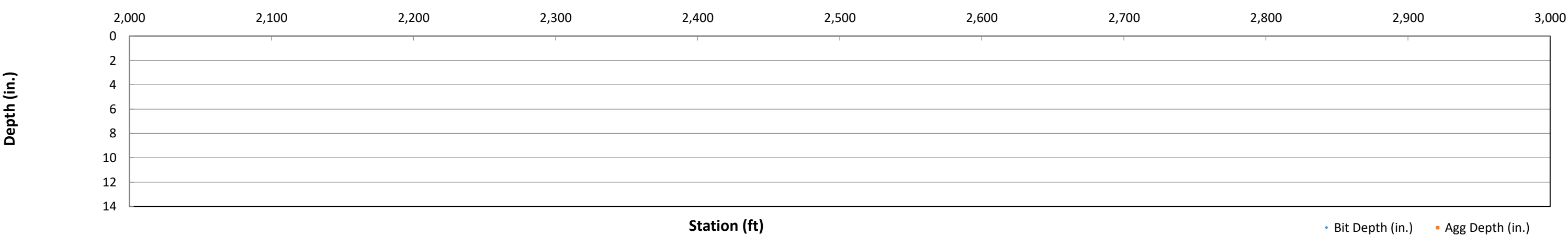
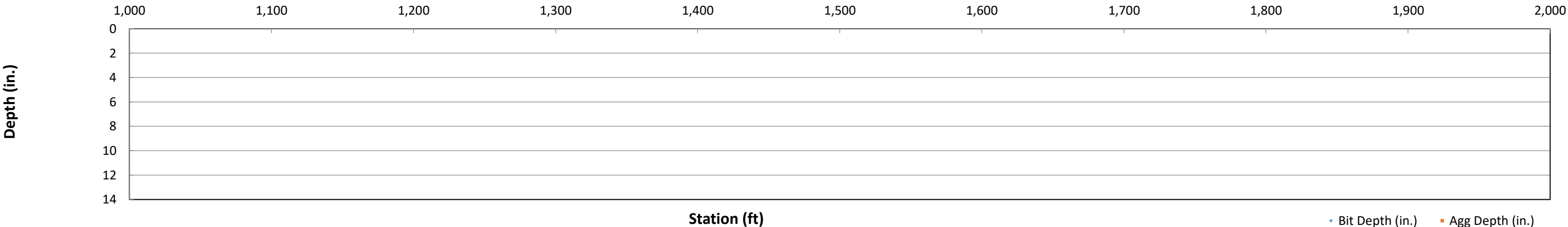
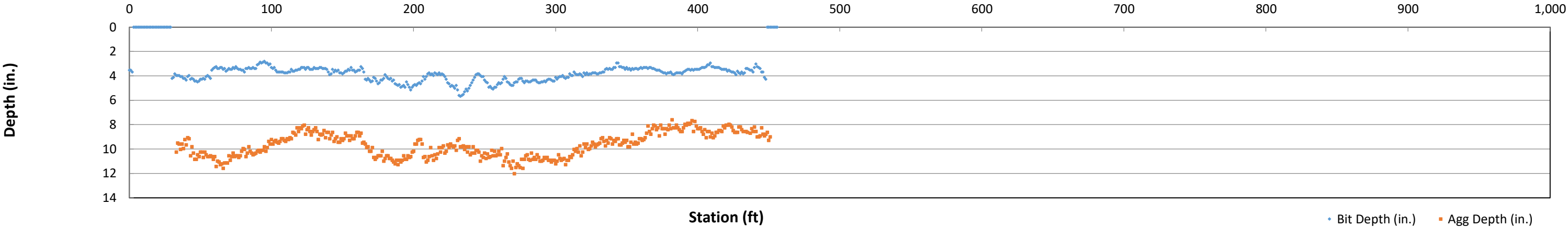
52nd Ave N/Upland Ct/Upland Ln (Terraceview Ln - Terraceview Ln) ()

Project Name	2025 Plymouth Rehabilitation
Project No.	B2408515
Street	52nd Ave N/Upland Ct/Upland Ln
From	Terraceview Ln
To	Terraceview Ln



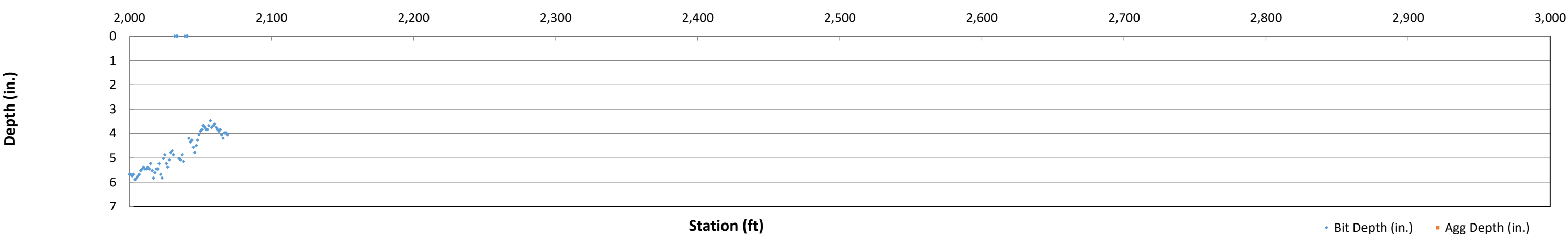
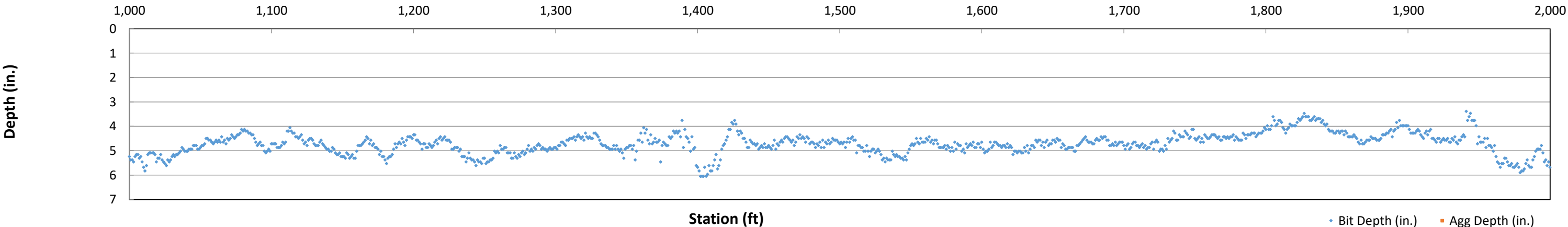
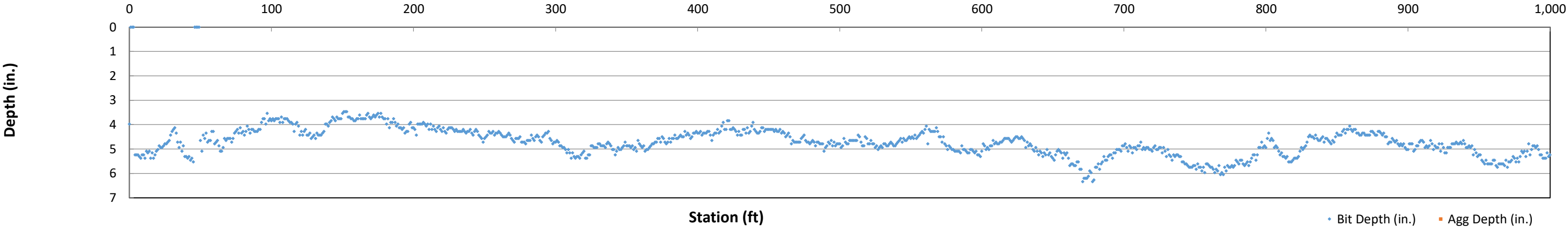
Arrowood Ln N (40th Ave N - Cul-de-sac) (SB/NB)

Project Name	2025 Plymouth Rehabilitation
Project No.	B2408515
Street	Arrowood Ln N
From	40th Ave N
To	Cul-de-sac



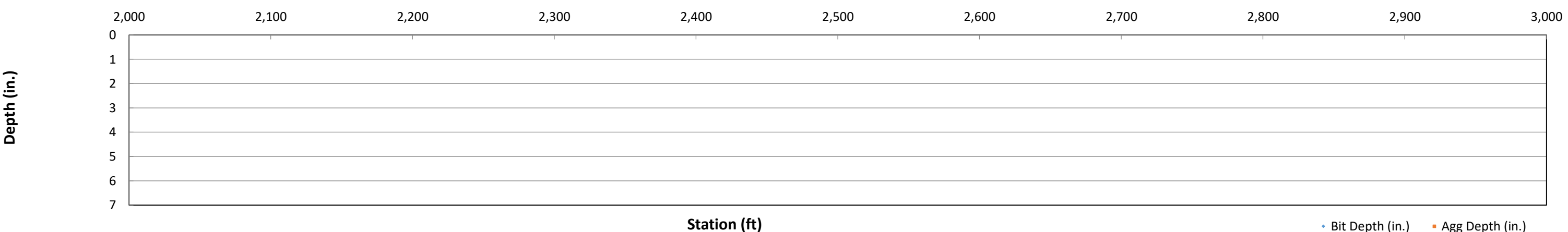
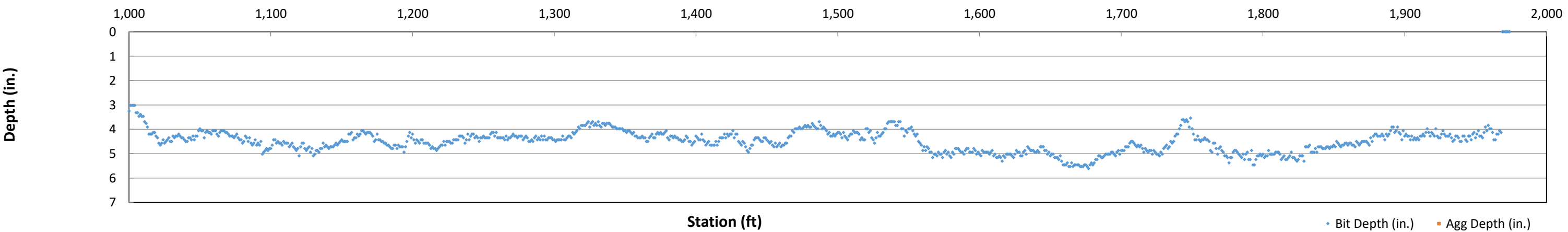
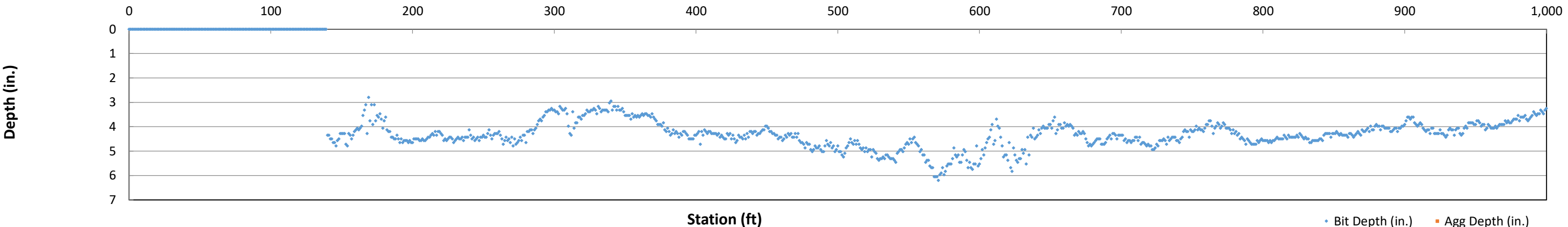
Arrowood Ln N/37th Ave N (39th Ave N - Cul-de-sac) (WB)

Project Name	2025 Plymouth Rehabilitation
Project No.	B2408515
Street	Arrowood Ln N/37th Ave N
From	39th Ave N
To	Cul-de-sac



Arrowood Ln N/37th Ave N (Cul-de-sac - 39th Ave N) (EB)

Project Name	2025 Plymouth Rehabilitation
Project No.	B2408515
Street	Arrowood Ln N/37th Ave N
From	Cul-de-sac
To	39th Ave N



Project Name

Project No.

Street

From

To

2025 Plymouth Rehabilitation

B2408515

Balsam Ln N

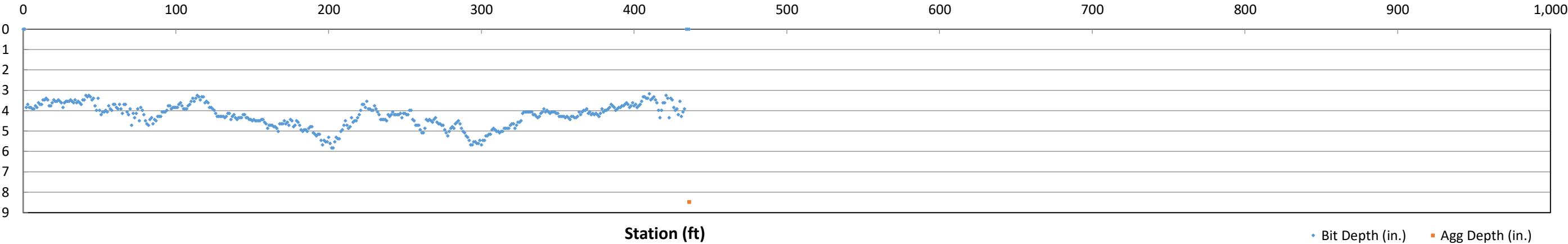
40th Ave N

Cul-de-sac

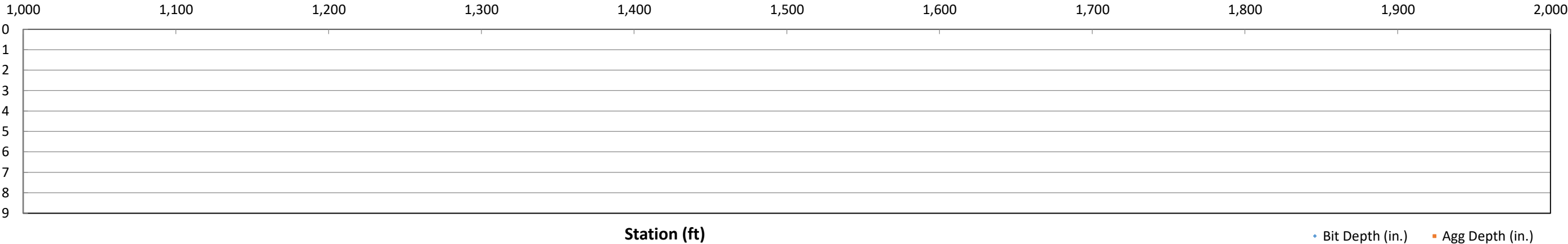


Balsam Ln N (40th Ave N - Cul-de-sac) (SB/NB)

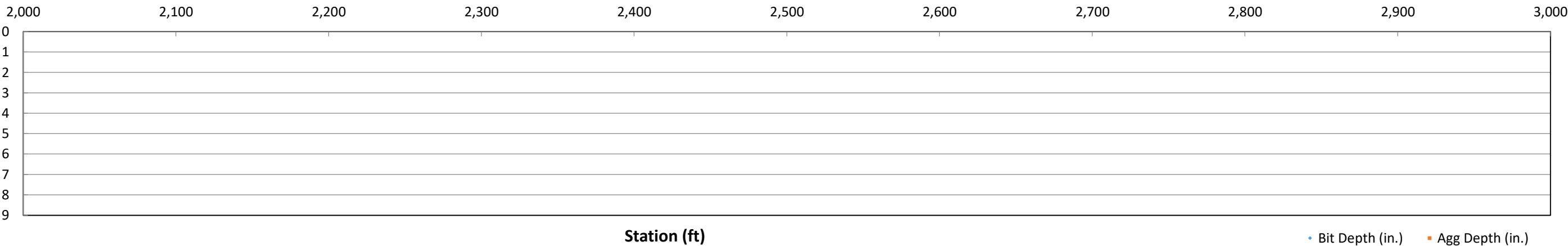
Depth (in.)



Depth (in.)

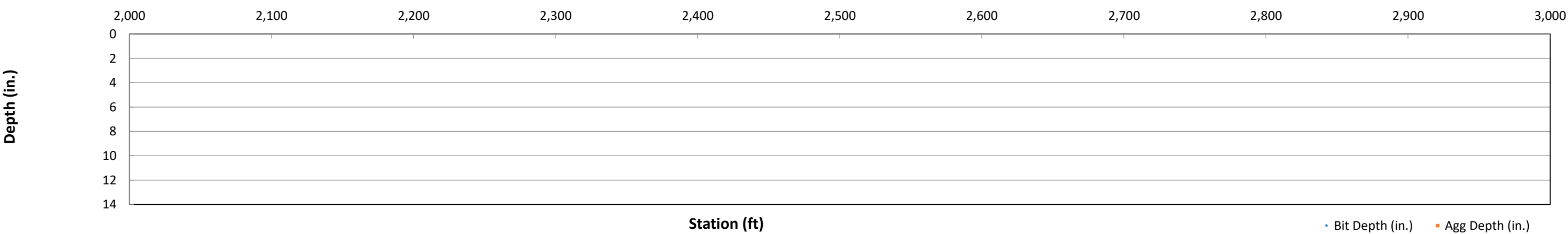
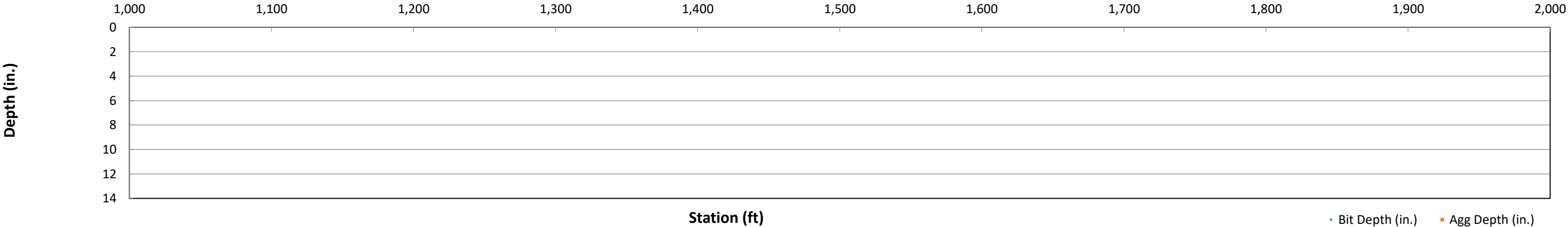
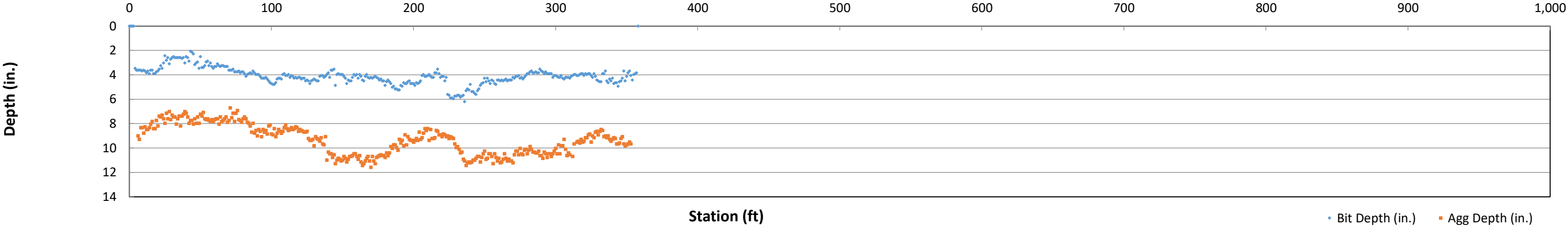


Depth (in.)



Cottonwood Ln N (40th Ave N - Cul-de-sac) (WB/EB)

Project Name	2025 Plymouth Rehabilitation
Project No.	B2408515
Street	Cottonwood Ln N
From	40th Ave N
To	Cul-de-sac



Project Name

Project No.

Street

From

To

2025 Plymouth Rehabilitation

B2408515

Evergreen Ln

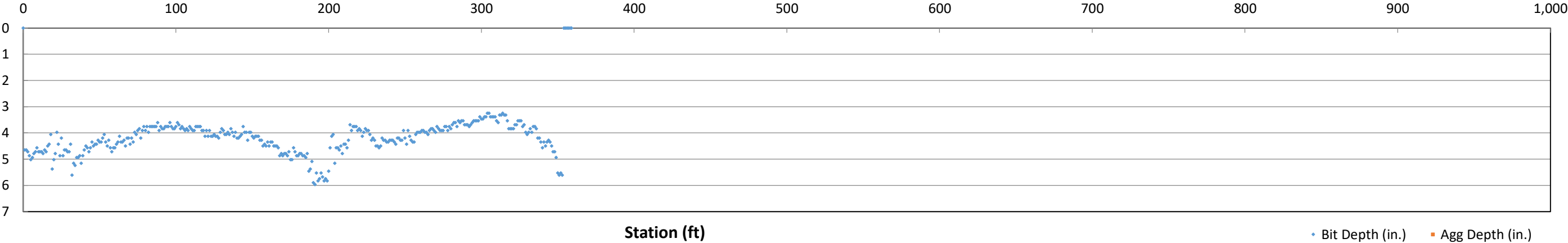
39th Ave N

40th Ave N

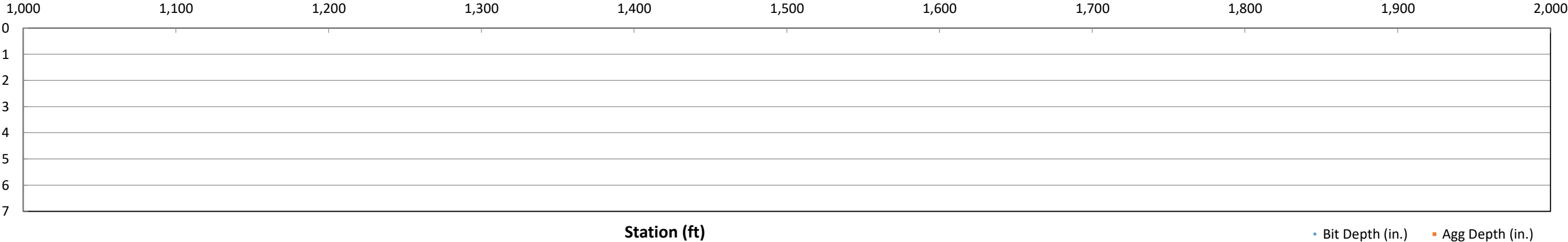


Evergreen Ln (39th Ave N - 40th Ave N) (WB)

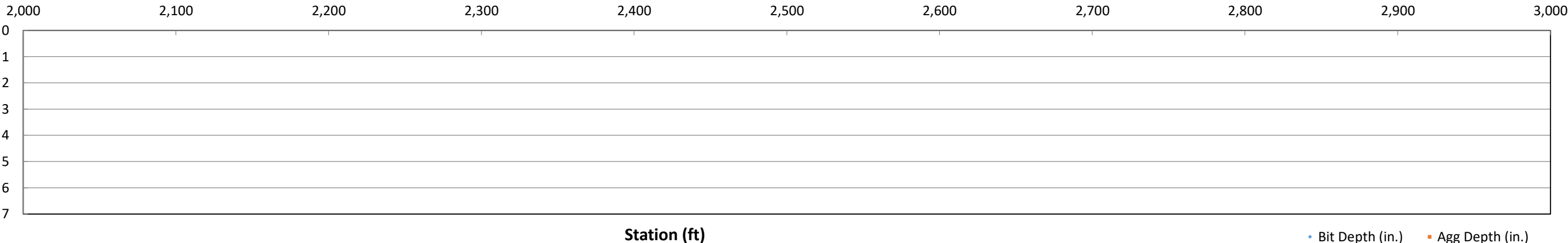
Depth (in.)



Depth (in.)



Depth (in.)

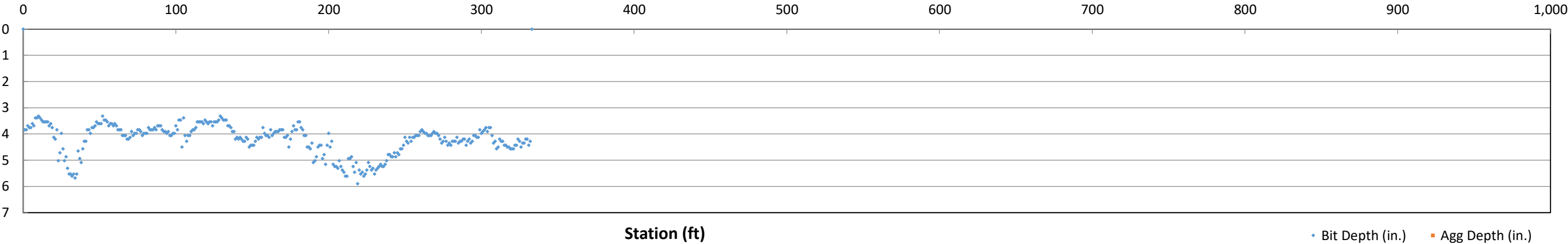


Project Name	2025 Plymouth Rehabilitation
Project No.	B2408515
Street	Evergreen Ln
From	40th Ave N
To	39th Ave N



Evergreen Ln (40th Ave N - 39th Ave N) (EB)

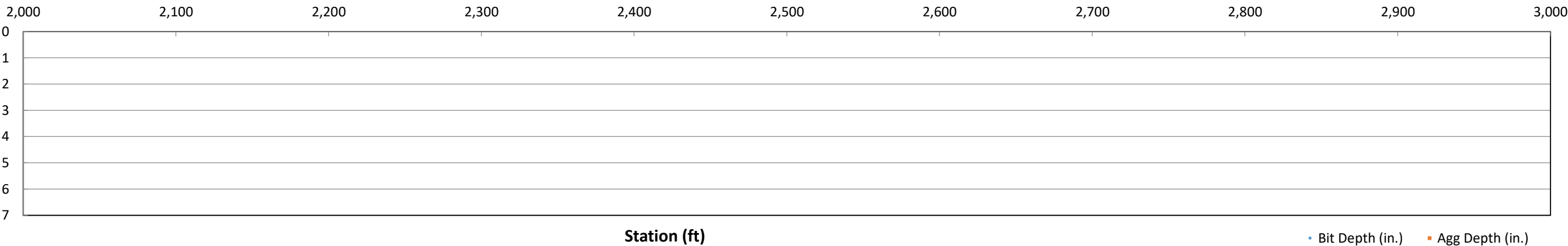
Depth (in.)



Depth (in.)



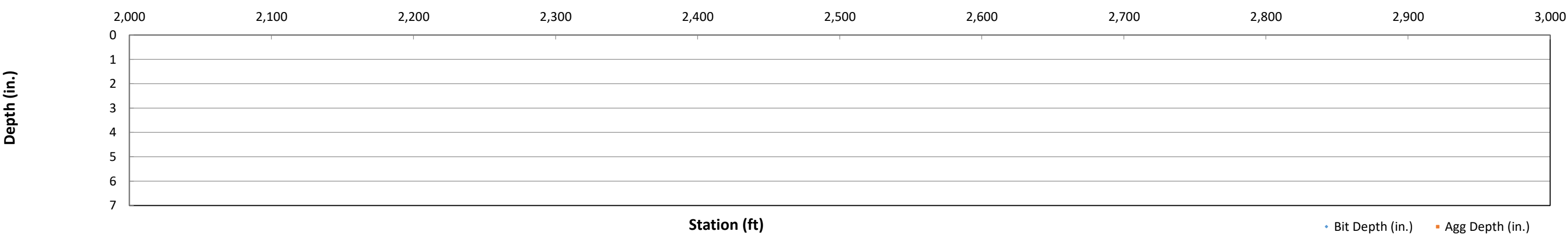
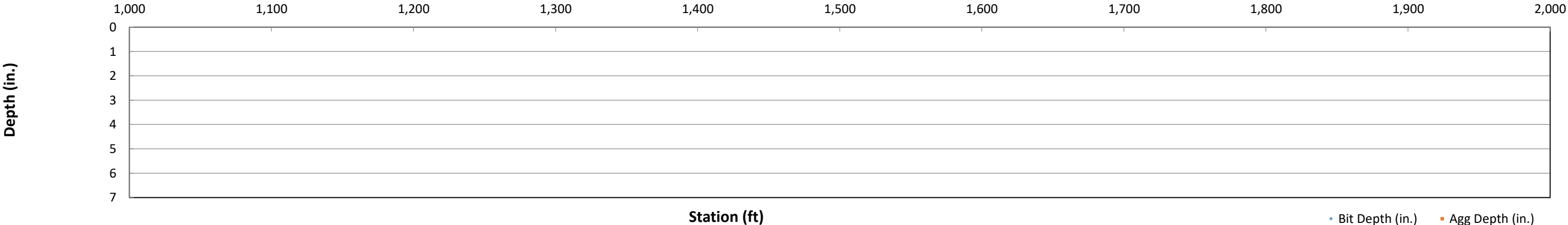
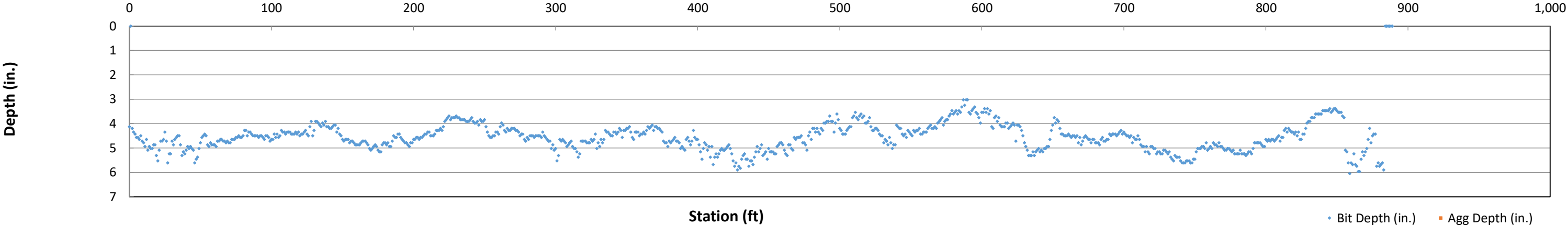
Depth (in.)



Project Name	2025 Plymouth Rehabilitation
Project No.	B2408515
Street	ForestviewLn N
From	36th Ave
To	Cul-de-sac

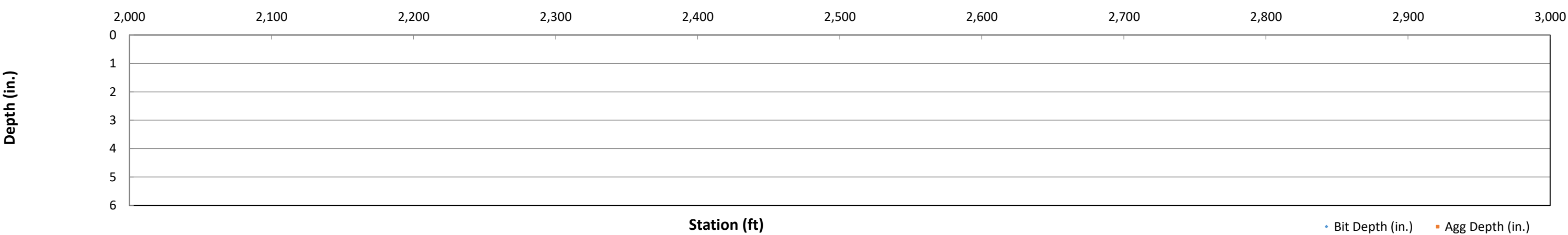
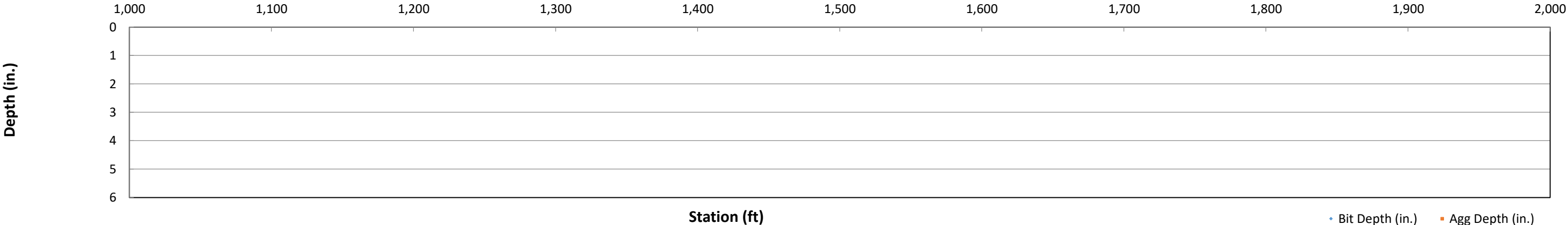
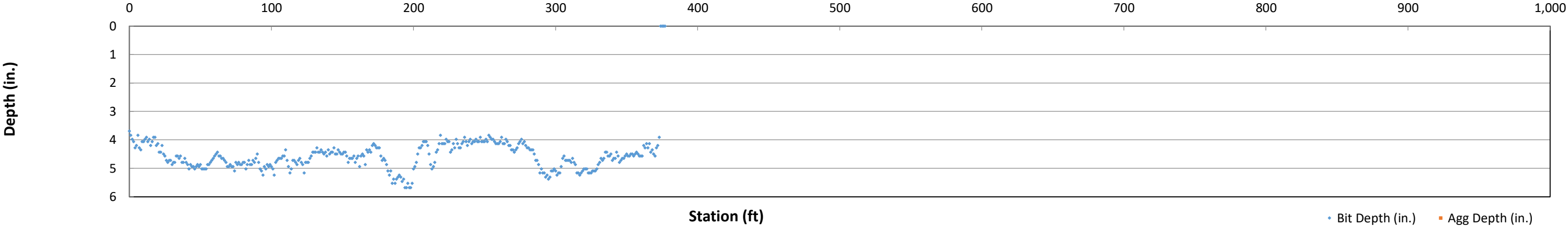


ForestviewLn N (36th Ave - Cul-de-sac) (NB/SB)



ForestviewLn N (38th Ave N - Cul-de-sac) (NB/SB)

Project Name	2025 Plymouth Rehabilitation
Project No.	B2408515
Street	ForestviewLn N
From	38th Ave N
To	Cul-de-sac



Project Name

Project No.

Street

From

To

2025 Plymouth Rehabilitation

B2408515

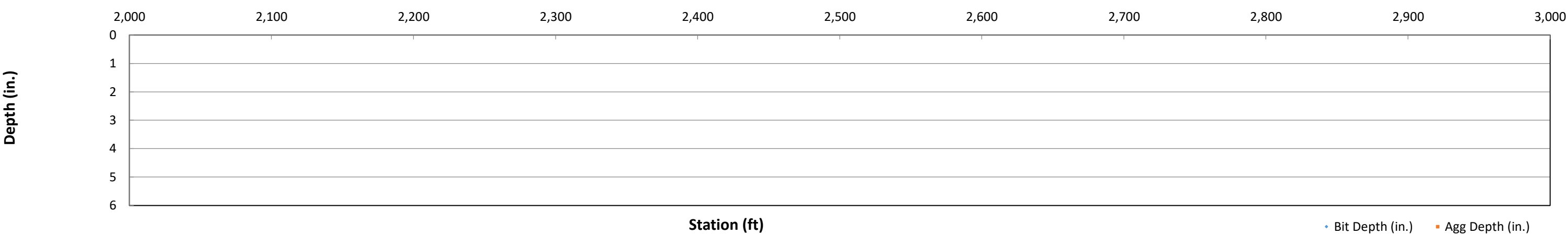
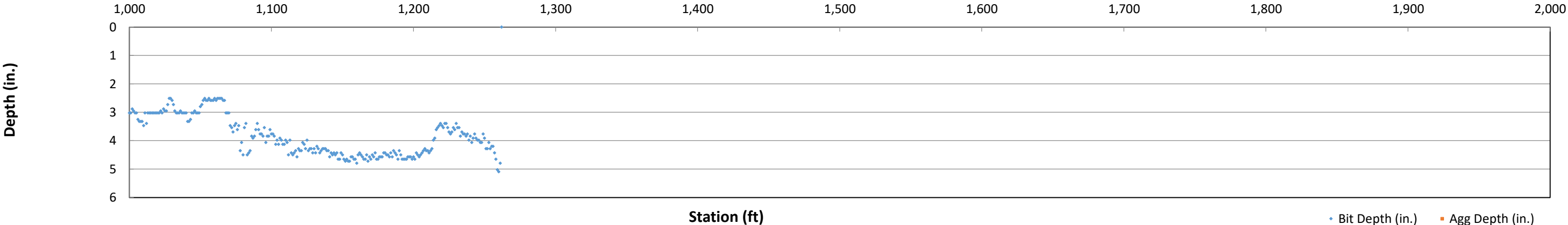
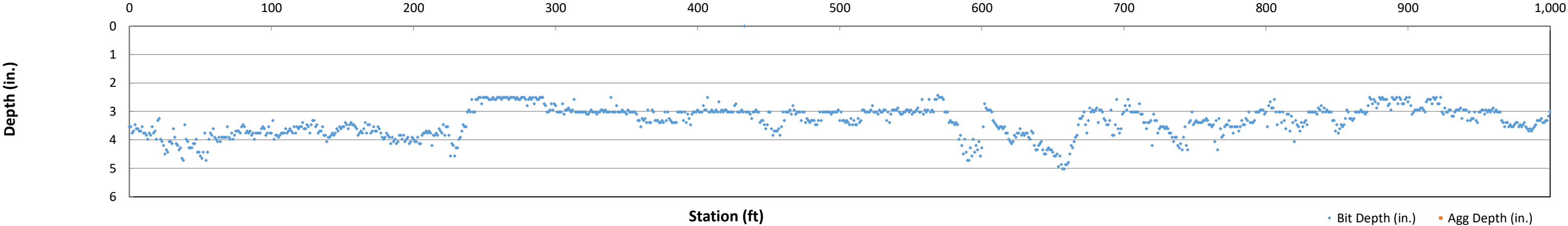
Quantico Ln N

51st Ave N

Cul-de-sac

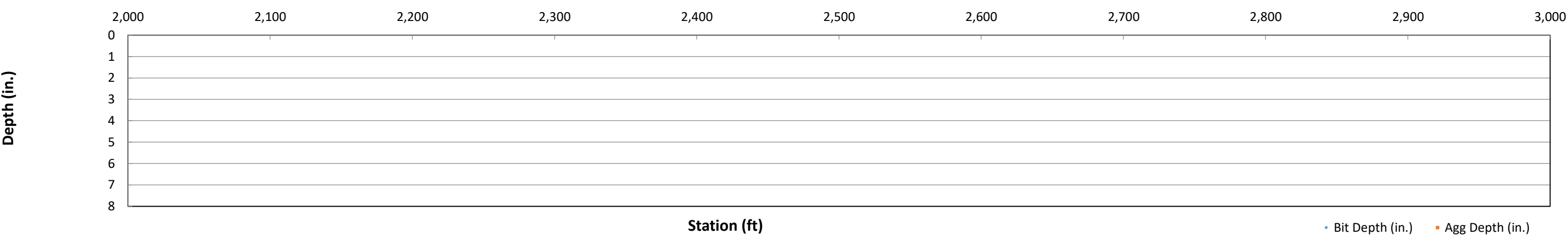
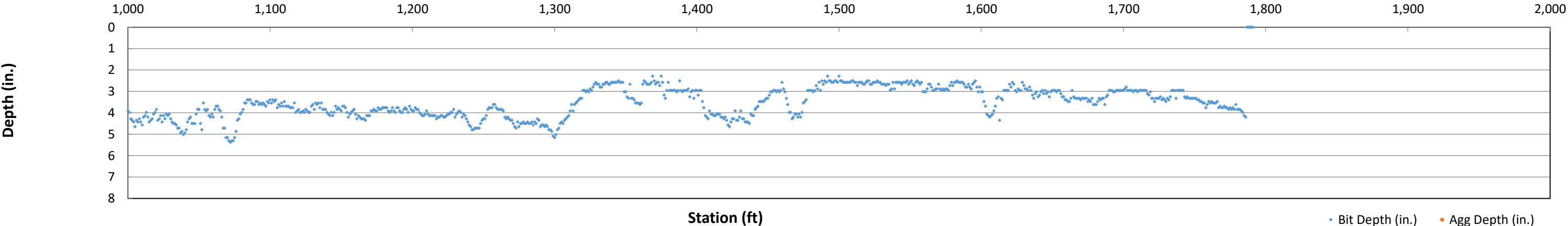
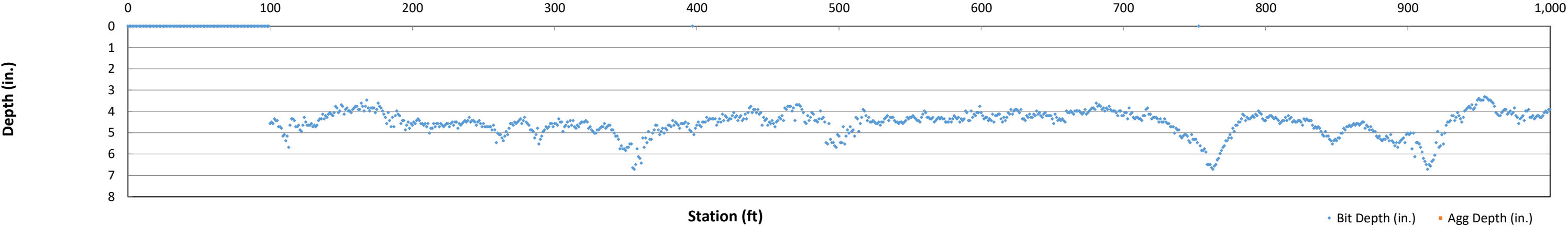


Quantico Ln N (51st Ave N - Cul-de-sac) (EB/WB)



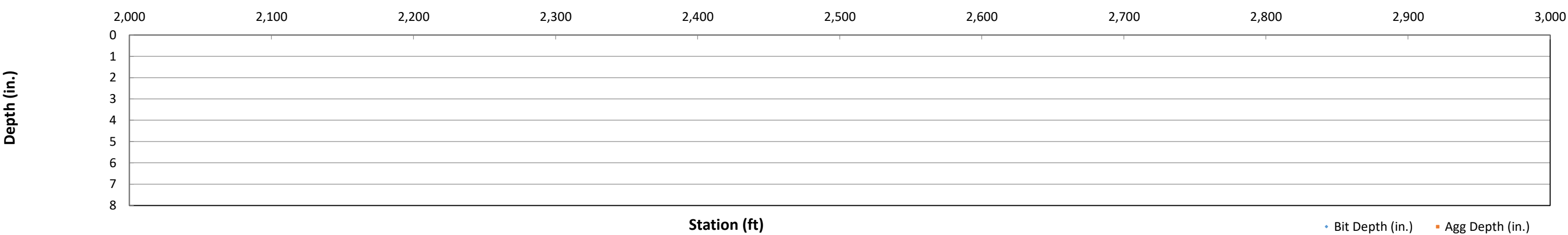
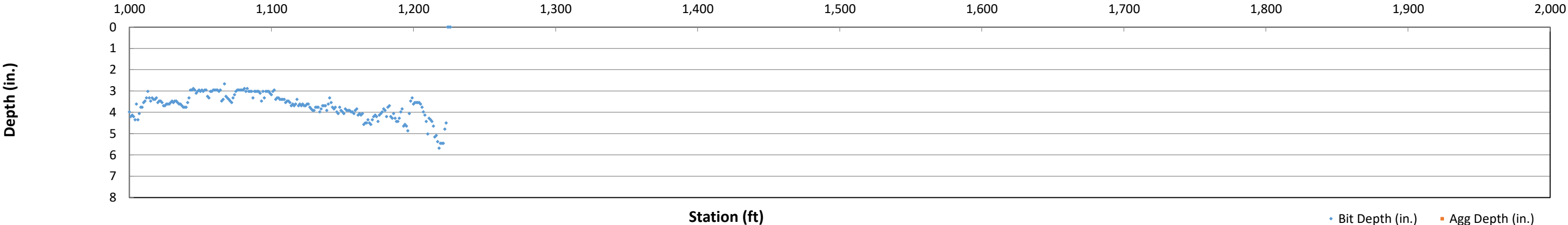
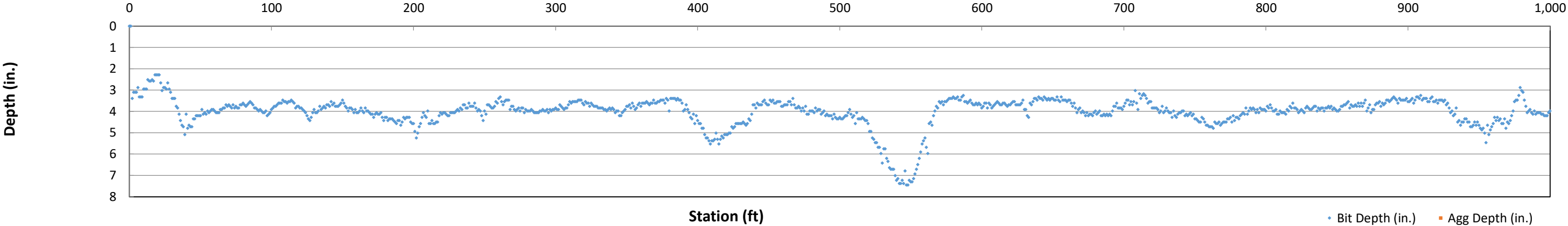
Quantico Ln N/51st Ave N (Schmidt Lake Rd - Terraceview Ln) (NB/WB)

Project Name	2025 Plymouth Rehabilitation
Project No.	B2408515
Street	Quantico Ln N/51st Ave N
From	Schmidt Lake Rd
To	Terraceview Ln



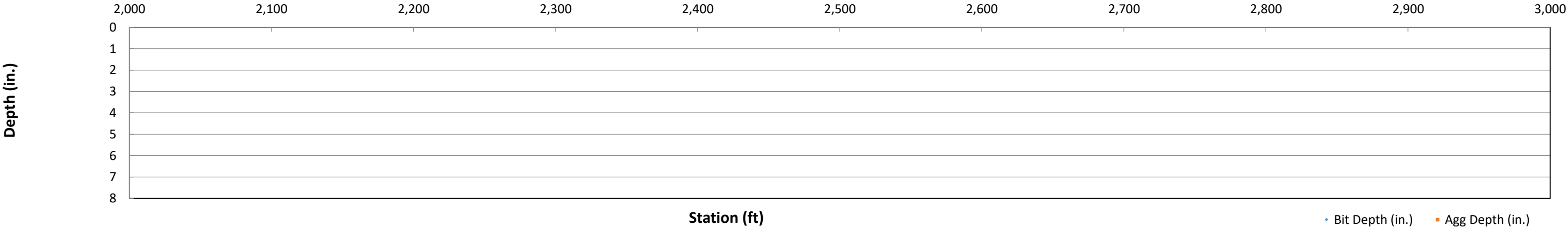
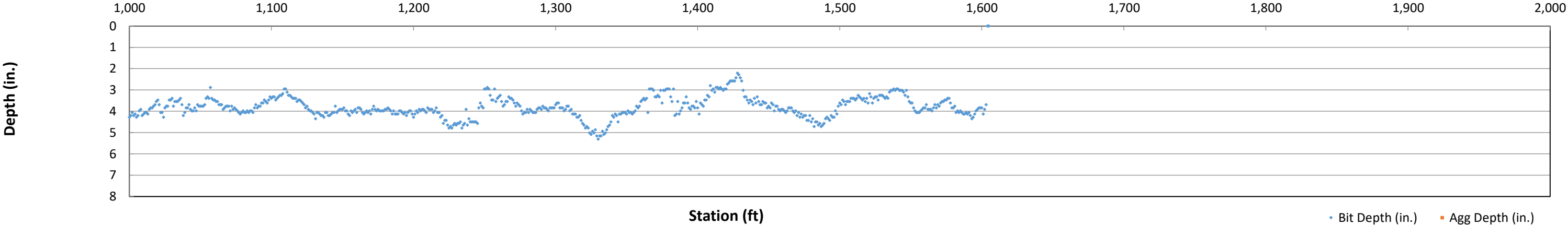
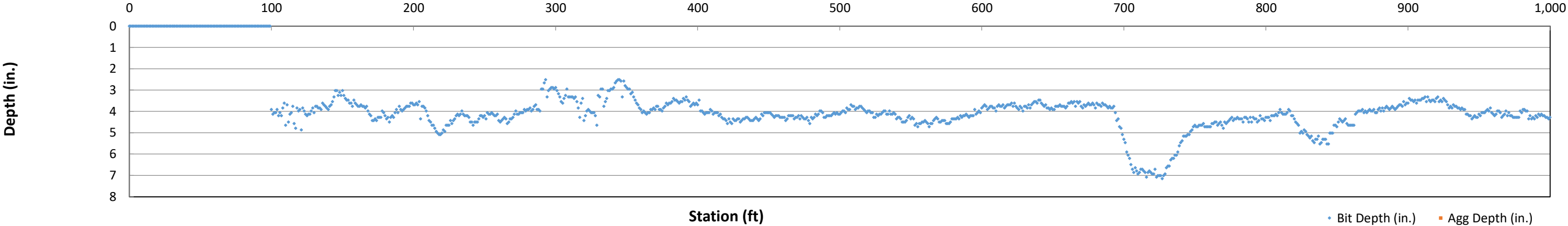
Terraceview Ln N (Roundabout - Schmidt Lake Rd) (SB)

Project Name	2025 Plymouth Rehabilitation
Project No.	B2408515
Street	Terraceview Ln N
From	Roundabout
To	Schmidt Lake Rd



Terraceview Ln N (Schmidt Lake Rd - Roundabout) (NB)

Project Name	2025 Plymouth Rehabilitation
Project No.	B2408515
Street	Terraceview Ln N
From	Schmidt Lake Rd
To	Roundabout

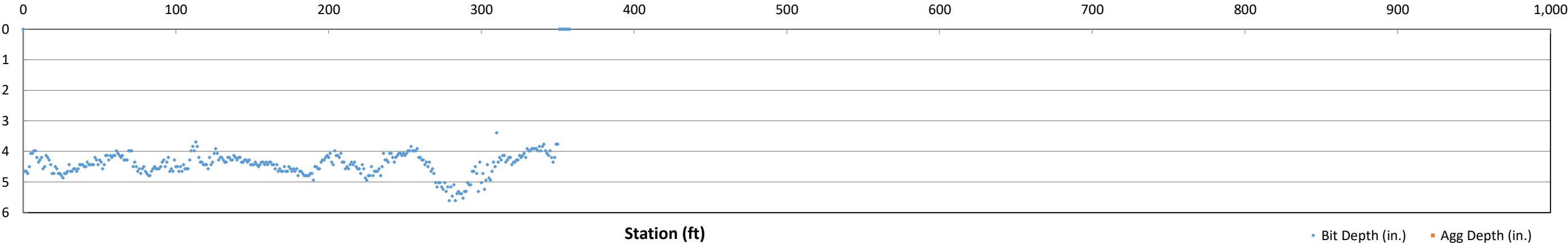


Project Name	2025 Plymouth Rehabilitation
Project No.	B2408515
Street	Upland Ln N
From	51st Ave N
To	Street Split



Upland Ln N (51st Ave N - Street Split) (NB)

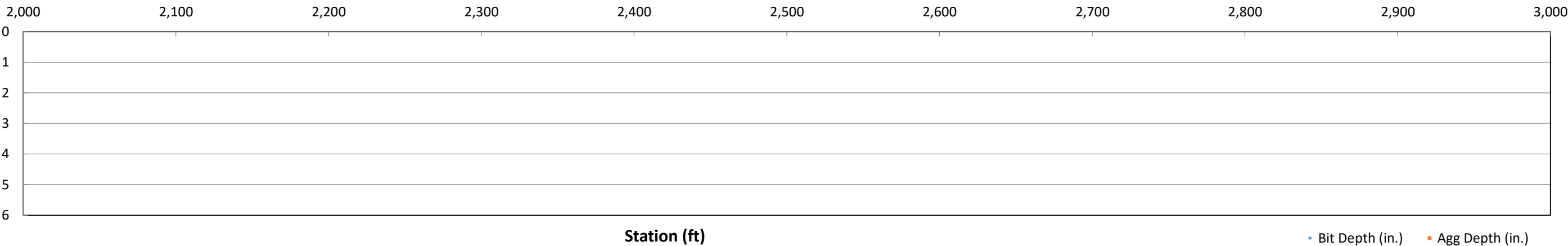
Depth (in.)



Depth (in.)

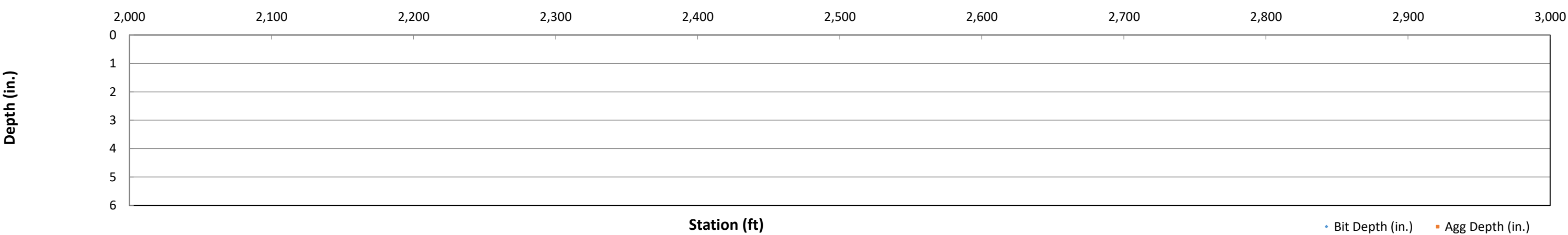
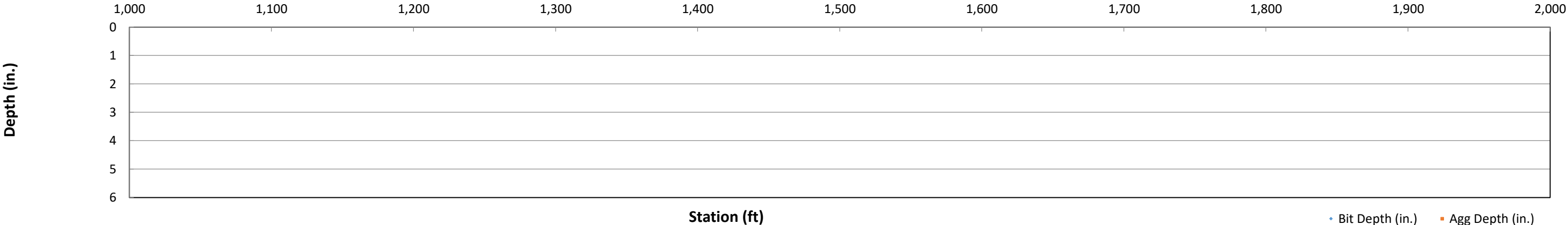
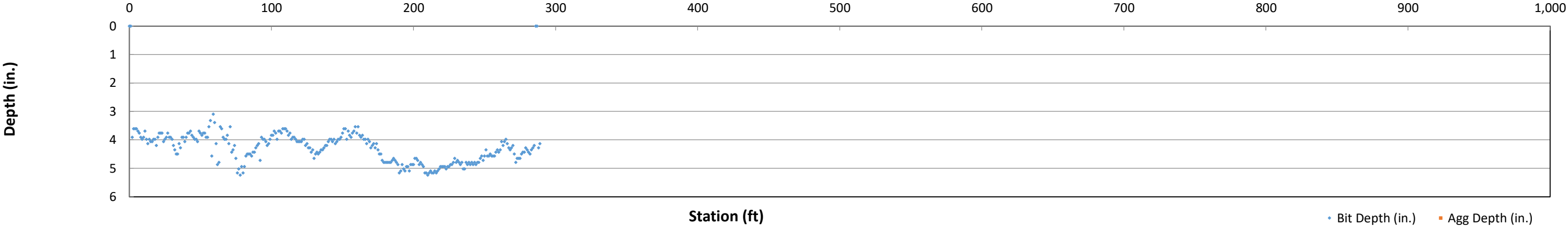


Depth (in.)



Upland Ln N (Street Split - 51st Ave N) (SB)

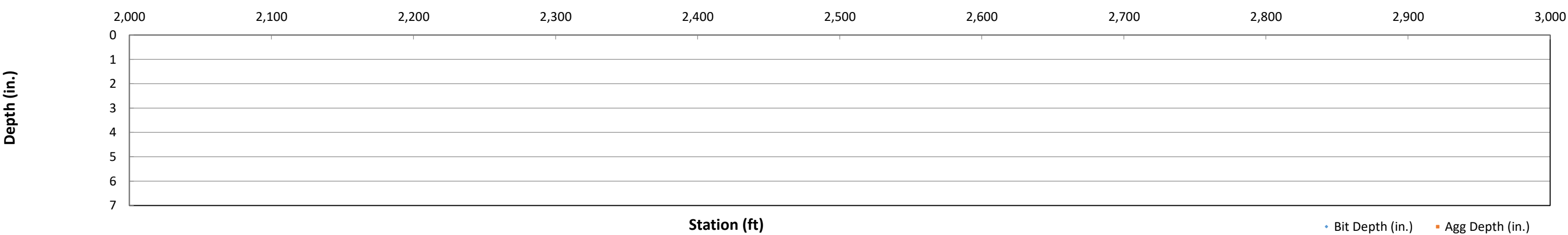
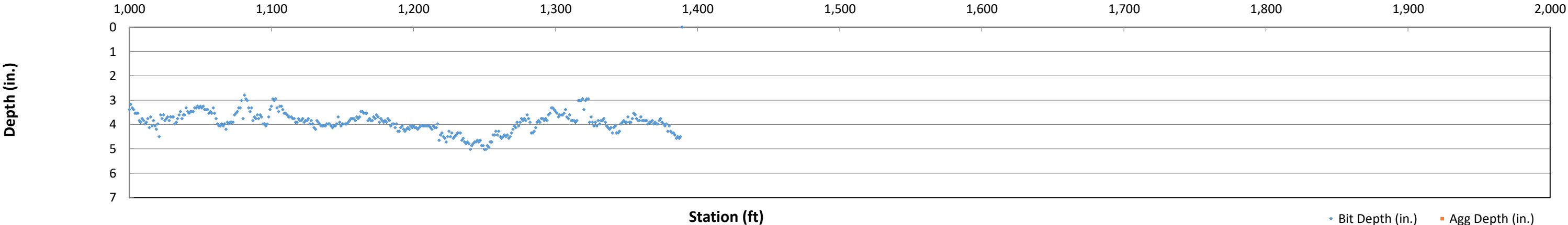
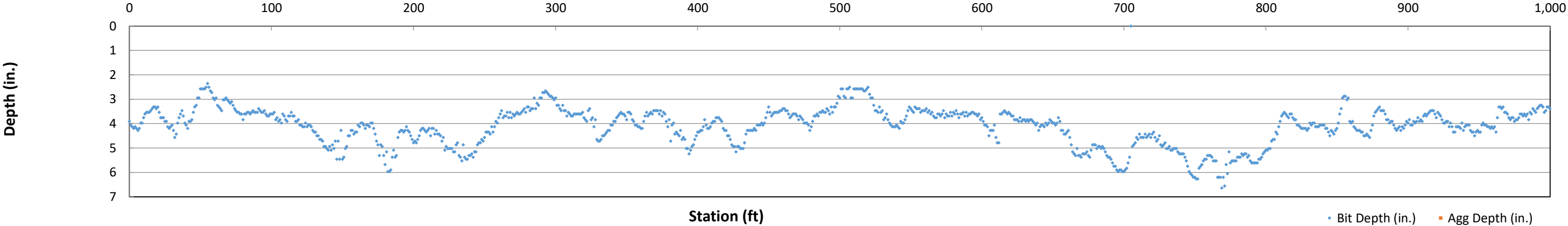
Project Name	2025 Plymouth Rehabilitation
Project No.	B2408515
Street	Upland Ln N
From	Street Split
To	51st Ave N



Project Name	2025 Plymouth Rehabilitation
Project No.	B2408515
Street	Upland Ln/Terraceview Ln/51st Pl
From	51st Pl
To	Upland Ln



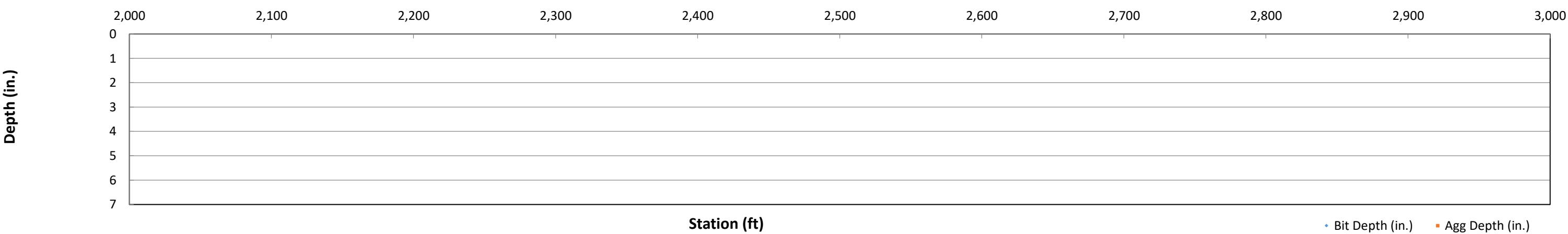
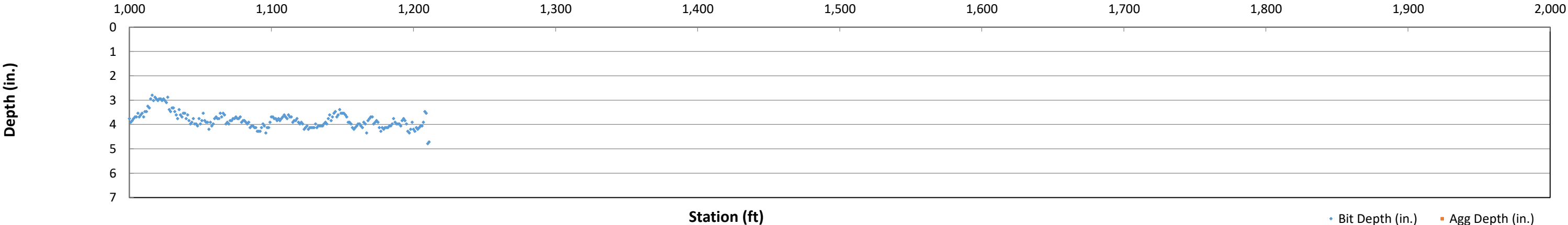
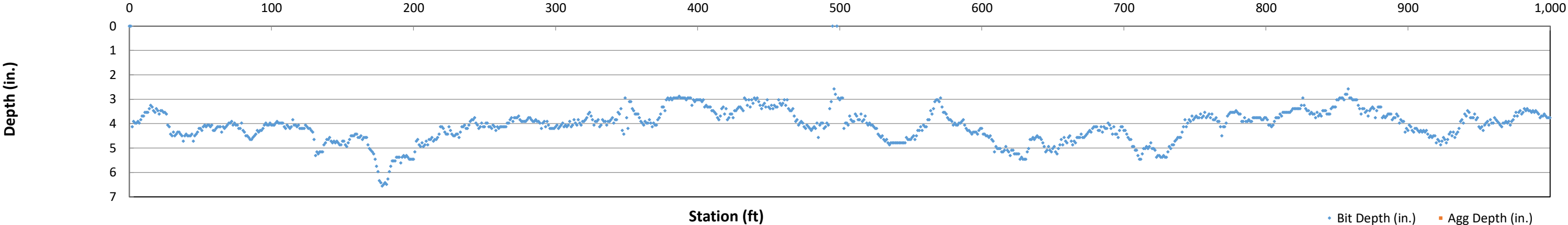
Upland Ln/Terraceview Ln/51st Pl (51st Pl - Upland Ln) ()



Project Name	2025 Plymouth Rehabilitation
Project No.	B2408515
Street	Upland Ln/Terraceview Ln/51st Pl
From	Upland Ln
To	51st Pl



Upland Ln/Terraceview Ln/51st Pl (Upland Ln - 51st Pl) ()



CITY OF PLYMOUTH

RESOLUTION No. 2025-070

RESOLUTION ORDERING PRELIMINARY ENGINEERING REPORT FOR THE 2025 STREET REHABILITATION PROJECT (ST259002)

Whereas, the 2025-2034 Capital Improvement Plan made recommendations for the 2025 Street Rehabilitation Project; and

WHEREAS, it is necessary to undertake a Preliminary Engineering Report to determine the work required on each street recommended to be considered for the 2025 Street Rehabilitation Project (ST245002); and

WHEREAS, the recommended project area includes the streets south of and including 52nd Avenue, west of and including Quantico Lane, north of Schmidt Lake Road, and east of Vicksburg Lane, the streets south of 42nd Avenue, west of Zachary Lane, north of and including 36th Avenue, and east of and including Goldenrod Lane. Also included is Carlson Parkway between the city border with Minnetonka and County Road 61 and 6th Avenue between County Road 61 and Pineview Lane.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that the City Engineer is instructed to prepare a Preliminary Engineering Report with all convenient speed by advising the Council, in a preliminary way, as to whether the proposed improvements are feasible and as to whether it should best be made as proposed or in conjunction with some other improvement and the estimated cost of the improvements as recommended.

APPROVED by the City Council on this 25th day of February 2025.

CITY OF PLYMOUTH

RESOLUTION No. 2025-071

RESOLUTION RECEIVING PRELIMINARY ENGINEERING REPORT, ORDERING PREPARATION OF PLANS AND SPECIFICATIONS, AND CALLING FOR A PUBLIC HEARING FOR THE 2025 STREET REHABILITATION PROJECT (ST259002)

WHEREAS, pursuant to a resolution of the City Council adopted February 25, 2025, a report has been prepared with reference to the recommended project area including the streets south of and including 52nd Avenue, west of and including Quantico Lane, north of Schmidt Lake Road, and east of Vicksburg Lane, the streets south of 42nd Avenue, west of Zachary Lane, north of and including 36th Avenue, and east of and including Goldenrod Lane. Also included is Carlson Parkway between the city border with Minnetonka and County Road 61 and 6th Avenue between County Road 61 and Pineview Lane.; and

WHEREAS, the proposed improvement include pavement reclamation, pavement mill and overlay, utility repair and improvements, traffic signal improvements, trail replacement, and all necessary appurtenances; and

WHEREAS, said report is being received by the Council on February 25, 2025; and

WHEREAS, the report provides information regarding whether the proposed project is necessary, cost effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvements as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

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

1. The Council will consider the improvement of such streets in accordance with the report and the assessment of abutting and adjacent property within the designated 2025 Street Rehabilitation Project, City Project No. ST259002, for all or a portion of the cost of the improvement pursuant to Minnesota Statutes 429.011 to 429.111 (Laws 1953, Chapter 398, as amended) at an estimated total cost of the improvement of \$ \$7,442,000.

2. A public hearing shall be held on such proposed improvement on the 22nd day of April, 2025, in the Council Chambers of the Plymouth City Center at 3400 Plymouth Boulevard at 7:00 p.m., and the Clerk shall give mailed and published notice of such hearing and improvements as required by law.

3. Bolton & Menk, Inc. has previously been designated as engineer for the improvement. They shall prepare plans and specifications for the making of such improvement.

APPROVED by the City Council on this 25th day of February, 2025.

CITY OF PLYMOUTH

RESOLUTION No. 2025-072

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT FOR BIDS FOR THE 2025 STREET REHABILITATION PROJECT (ST259002)

WHEREAS, pursuant to a resolution of the City Council adopted February 25, 2025, the City Engineer has prepared plans and specifications for improvement No. ST259002. The improvements of the 2025 Street Rehabilitation Project includes the streets south of and including 52nd Avenue, west of and including Quantico Lane, north of Schmidt Lake Road, and east of Vicksburg Lane, the streets south of 42nd Avenue, west of Zachary Lane, north of and including 36th Avenue, and east of and including Goldenrod Lane. Also included is Carlson Parkway between the city border with Minnetonka and County Road 61 and 6th Avenue between County Road 61 and Pineview Lane.

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

1. Such plans and specifications, a copy of which is made a part hereof, are hereby approved.

2. The City Clerk shall prepare and cause to be inserted in the official paper and on Quest CDN an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published two times, shall specify the work to be done, shall state that bids will be received online by QuestCDN until 9:00 a.m. on March 20, 2025 at which time they will be publicly displayed in the City Council Chambers of the Plymouth City Hall building at 3400 Plymouth Boulevard, Plymouth, Minnesota, by the City Engineer and City Clerk. The bids will be tabulated and considered by the council at 7:00 p.m. on April 22, 2025, in the Council Chambers. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the Council on the issue of responsibility. No bids will be considered unless submitted online via the QuestCDN bidding site 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 25th day of February, 2025.

CITY OF PLYMOUTH

RESOLUTION No. 2025-073

RESOLUTION DECLARING COST TO BE ASSESSED, AND ORDERING PREPARATION OF PROPOSED ASSESSMENT FOR THE 2025 STREET REHABILITATION PROJECT (ST259002)

WHEREAS, estimated costs have been calculated for the 2025 Street Rehabilitation Project, City Project No. ST259002 including the streets south of and including 52nd Avenue, west of and including Quantico Lane, north of Schmidt Lake Road, and east of Vicksburg Lane, the streets south of 42nd Avenue, west of Zachary Lane, north of and including 36th Avenue, and east of and including Goldenrod Lane. Also included is Carlson Parkway between the city border with Minnetonka and County Road 61 and 6th Avenue between County Road 61 and Pineview Lane. The estimated cost for such improvement is \$ \$6,740,000, and the expenses incurred or to be incurred in the making of such improvement amount to \$702,000 so that the total cost of the improvement will be \$7,442,000.

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

1. The portion of the cost of such improvement to be paid by the City of Plymouth is declared to be \$6,277,000 and the portion of the cost to be assessed against benefited property owners is declared to be \$1,165,000.

2. Assessments shall be payable in equal annual installments extending over a period of either 5 years, 10 years, or 15 years with the first of the installments to be payable on or before the first Monday in January, 2026, and shall bear the interest rate of 4.16% percent for a 5 year term, 4.44% for a 10 year term, or 4.56% for a 15 year term per annum from the date of the adoption of the assessment resolution.

3. The City Clerk, with the assistance of the City Engineer, shall calculate the proper amount to be specially assessed for such improvement against every assessable lot or piece or parcel of land within the district affected, without regard to cash valuation, as provided by the law, and shall file a copy of such proposed assessment in the office for public inspection.

4. The City Clerk shall upon completion of such proposed assessment notify the City Council thereof.

APPROVED by the City Council on this 25th day of February, 2025.

CITY OF PLYMOUTH

RESOLUTION No. 2025-074

RESOLUTION CALLING FOR HEARING ON PROPOSED ASSESSMENT FOR THE 2025 STREET REHABILITATION PROJECT (ST259002)

WHEREAS, by a resolution passed by the Council on February 25, 2025, the City Clerk was directed to prepare a proposed assessment of the cost for the improvements to the project area including the streets south of and including 52nd Avenue, west of and including Quantico Lane, north of Schmidt Lake Road, and east of Vicksburg Lane, the streets south of 42nd Avenue, west of Zachary Lane, north of and including 36th Avenue, and east of and including Goldenrod Lane. Also included is Carlson Parkway between the city border with Minnetonka and County Road 61 and 6th Avenue between County Road 61 and Pineview Lane. The proposed work will include pavement reclamation, pavement mill and overlay, utility repair and improvements, traffic signal improvements, trail replacement, and all necessary appurtenances; and

WHEREAS, the City Clerk has notified the City Council that such proposed assessment has been completed and filed in the office of the City Clerk for public inspection.

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

1. A hearing shall be held on the 22nd day of April, 2025, in the City Council Chambers of the Plymouth City Hall, 3400 Plymouth Boulevard, Plymouth, Minnesota at 7:00 p.m. to pass upon such proposed assessment. All persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.

2. The City Clerk is directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing and shall state in the notice the total cost of the improvement. The City Clerk shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.

APPROVED by the City Council on this 25th day of February, 2025.