

**CITY OF PLYMOUTH
AGENDA
Regular City Council
Council Chambers
3400 Plymouth Boulevard, Plymouth, MN
April 8, 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**
- 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. March 25 Special
 2. March 25 Regular
 - 6.2** Approve disbursements
 1. Invoice Expense Distribution
 2. City Council Resolution 2025-092
 - 6.3** Award contract, approve supplemental agreement, and approve grant agreements with the State of Minnesota for the Chankahda Trail Reconstruction Project - Phase 3 (ST240002)
 1. Location map
 2. Construction phasing map
 3. Bid tabulation
 4. Supplemental agreement
 5. MnDOT Grant Agreement 1059554
 6. MnDOT Grant Agreement 1059552
 7. City Council Resolution 2025-093
 8. City Council Resolution 2025-094

9. City Council Resolution 2025-095

6.4 Item moved to 8.3

6.5 Approve wetland replacement plan application for the Plymouth Ice Center Rear Parking Lot, Culvert Extension and Trail Project (SRP202201)

1. Wetland Mitigation Table
2. City Council Resolution 2025-096

6.6 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

6.7 Approve tobacco license application of Plymouth outlet Plus LLC d/b/a Plymouth tobacco and cigar, 4130 Berkshire Lane North, Suite E

1. City Council Resolution 2025-097

6.8 Approve 2025 CDBG Annual Action Plan, 2025-2029 Consolidated Plan, and Citizen Participation Plan

1. CDBG-staff report attachment
2. Draft 2025-2029 Consolidated Plan, 2025 Annual Action Plan and Citizen Participation Plan
3. City Council Resolution 2025-098
4. City Council Resolution 2025-099
5. City Council Resolution 2025-100

6.9 Accept donation of exercise equipment for Plymouth Towne Square

1. City Council Resolution 2025-101

6.10 Approve purchase of three utility trucks for maintenance operations

1. Chassis quote - Replacement 377
2. ABM quote - Replacement 377
3. Chassis quote - Replacement 2027
4. Towmaster quote - Replacement 2027
5. Chassis quote - New Park & Forestry
6. Towmaster quote - New Park & Forestry
7. City Council Resolution 2025-102

6.11 Approve purchase of road salt through State of Minnesota Cooperative Purchasing Venture (CPV)

1. City Council Resolution 2025-103

7. PUBLIC HEARINGS

- 7.1** Public improvement and assessment hearing, and award of contract for the 36th Avenue Rehabilitation Project (ST250002)
1. Location map
 2. Bid tabulation
 3. Award recommendation letter
 4. Assessment roll and map
 5. Supplemental agreement
 6. City Council Resolution 2025-104
 7. City Council Resolution 2025-105
 8. City Council Resolution 2025-106

8. GENERAL BUSINESS

- 8.1** Adopt rezoning, conditional use permit, variances, and preliminary plat for Sunset Bluff Subdivision located at 5995, 6045, and 6105 Vicksburg Lane (Ron Clark Construction – 2025005)
1. Planning Commission minutes
 2. Planning Commission report
 3. Applicant narrative and plans
 4. Neighborhood comment
 5. City Council Ordinance 2025-04
 6. City Council Resolution 2025-107
 7. City Council Resolution 2025-108
 8. City Council Resolution 2025-109
- 8.2** Approve Bring it Home Program RFP application
1. Bring It Home Methodology and Grant Amounts
 2. Bring It Home Program Guide
 3. Bring It Home - FAQ February 2025
 4. Program timeline
 5. City Council Resolution 2025-110
- 8.3** (Previously 6.4) Approve appointment to the Planning Commission
1. City Council Resolution 2025-111

9. REPORTS AND STAFF RECOMMENDATIONS

10. ADJOURNMENT



To: Dave Callister, City Manager

Prepared by: Jodi Gallup, City Clerk

Reviewed by: Maria Solano, Deputy City Manager

Item: **Adopt proposed minutes**

1. Action Requested:

Adopt minutes.

2. Background:

Not applicable.

3. Budget Impact:

Not applicable.

4. Attachments:

1. March 25 Special
2. March 25 Regular

Proposed Minutes Special Council Meeting March 25, 2025

Mayor Wosje called a Special Meeting of the Plymouth City Council to order at 4:30 p.m. at Plymouth City Hall, 3400 Plymouth Boulevard, on March 25, 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, Fire Chief Coppa, Public Works Director Thompson, Community and Economic Development Director Fernelius, Ice Center Manager Halverson, Finance Director Rich, Human Resources Director Timpone, Management Intern Nissen, City Attorney Mattick and City Clerk/Administrative Coordinator Gallup.

Interview Planning Commission candidates

Council interviewed four candidates and selected their top candidate to fill the vacant at large seat on the Planning Commission.

Mayor Wosje turned the meeting over to Deputy Mayor Peterson at 5:50 p.m.

Annual training on ethics, code of conduct, conflict of interest, and open meeting law

City Attorney Mattick provided the annual training on ethics, code of conflict, conflict of interest, and open meeting law.

Set Future Study Sessions

The following study sessions were scheduled:

- Select HRA interview candidates on April 22 at 5 p.m.
- Educational information and tour of pond next to Post Office on May 13 at 5:00 p.m.
- Interview HRA candidates on May 13 at 5:45 p.m.

Adjournment

Deputy Mayor Peterson adjourned the meeting at 6:50 p.m.

Jodi M. Gallup, City Clerk/Administrative Coordinator

Proposed Minutes Regular City Council Meeting March 25, 2025

Deputy Mayor Peterson called a Regular Meeting of the Plymouth City Council to order at 7:00 p.m. in the Council Chambers of City Hall, 3400 Plymouth Boulevard, on March 25, 2025.

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

COUNCIL ABSENT: Mayor Wosje.

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, Ice Center Manager Halverson, Finance Director Rich, Human Resources Director Timpone, Planning Manager Sommers, Senior Planner Drill, City Attorney Mattick, Management Intern Nissen, and City Clerk/Administrative Coordinator Gallup.

Plymouth Forum

Steve Japs, 4570 Weston Lane N., provided an update on the impact of climate change and recommended the City of Plymouth establish goals for clean electricity.

Dr. Milind Sohoni, 16640 39th Place N., expressed his excitement for the future cricket courts and suggested equity and inclusion regarding playing time reservations.

Luke Fischer, League of Minnesota Cities Executive Director, Dan Greensweig, League of Minnesota Cities Insurance Trust Administrator, and Jen Wolf, League of Minnesota Cities Insurance Trust Deputy Administrator, recognized and thanked City Manager Callister for his work on the League of Minnesota Cities Insurance Trust Board and thanked council for their support of City Manager Callister serving on the board.

Presentations and Public Information Announcements

(4.1) Swearing in of part-time on-call firefighters Aaron Baruch, Daniel Fenske, Cooper Rasmus, and Fire Cadet Anthony Moscoso

Fire Chief Coppa introduced the City's newest firefighters, Aaron Baruch, Daniel Fenske, Cooper Rasmus, and Anthony Moscoso. City Clerk/Administrative Coordinator Gallup conducted the oaths of office.

(4.2) Receive updates from the Three Rivers Park District Commissioner Marge Beard

Three Rivers Park District Commissioner Marge Beard presented the Three Rivers Park District update, including its mission, history partnerships, acres of land and trails, natural resource management, and recreational activities.

Approval of Agenda

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

Consent Agenda

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

- (6.1) Council minutes from special and regular meeting of March 13, 2025.
- (6.2) Resolution approving disbursements ending March 14, 2025 (Res2025-084).
- (6.3) Resolution approving contracts for the Enterprise Resource Planning system and implementation consultants (Res2025-085).
- (6.4) Resolution approving the first amendment to the lease agreement with T-Mobile Central LLC for the Bass Lake Playfield Monopole located at 5450 Northwest Boulevard (Res2025-086).
- (6.5) Ordinance amending chapter 21 of the Plymouth city code entitled the Plymouth zoning ordinance, and reclassifying certain land (2025006) (Ord2025-02), Ordinance amending chapters 1, 3, 5, 7, 8, 10, 13, and 20 of the Plymouth city code (2025006) (Ord2025-03), Resolution approving summary publication of Ordinance No. 2025-02 and Ordinance No. 2025-03 (Res2025-087).
- (6.6) Resolution approving purchases and improvements to Medicine Lake conference room at City Hall (Res2025-088).
- (6.7) Resolution approving purchase of two mowers for Park and Forestry Division (Res2025-089).
- (6.8) Resolution approving engineering guidelines and standard detail specifications dated March 2025 (Res2025-090).

With all members voting in favor, the motion carried.

Public Hearings

There were no public hearings.

General Business

(8.1) Approve grant agreement with the Minnesota Department of Public Safety, Office of Homeland Security and Emergency Management for the Urban Area Security Initiative (UASI)

Public Safety Director Fadden presented this item. He provided information on the grant history and background, identified needs, vehicle details, and regional partnerships. He described the need for additional armored vehicles and stated that this grant would award \$150,000 for a specialized utility rescue vehicle.

In response to questions from the council, Public Safety Director Fadden provided the following information:

- The rescue vehicle would be kept at the Public Safety Building until needed
- Only interior changes to the truck would be necessary
- The vehicle would be shared with surrounding municipalities

Motion was made by Councilmember Gregor, and seconded by Councilmember Spoonheim, to adopt Resolution approving a grant agreement with the Minnesota Department of Public Safety for the project Urban Area Security Initiative (UASI) grant (Res2025-091). With all members voting in favor, the motion carried.

Reports and Staff Recommendations

City Manager Callister stated he is monitoring current legislative proceedings and will provide updates.

Adjournment

Deputy Mayor Peterson adjourned the regular meeting at 7:51 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: **Approve disbursements**

1. Action Requested:

Adopt resolution approving disbursements.

2. Background:

Attached are lists of city fund disbursements for the period ending 03/28/2025.

3. Budget Impact:

Not applicable.

4. Attachments:

1. Invoice Expense Distribution
2. City Council Resolution 2025-092

Invoice Expense Distribution for Period Ended 3/28/25 Council Meeting 4/8/25

FUND	100	General Fund	346,304.53
	200	Recreation Fund	95,978.40
	210	Parker's Lake Cemetery Maint	0.00
	215	Destination Marketing Org Fund	3,882.06
	220	Transit System Fund	461,570.47
	234	Economic Development Fund	0.00
	240	Lawful Gambling	0.00
	250	Comm Dev Block Grant Fund	35,198.00
	254	HRA Section 8 Fund	205.82
	254	HAP Check Summary	0.00
	258	HRA General Fund	3,367.35
	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	122,323.96
	401	Minnesota State Aid Fund	0.00
	404	Community Improvement	0.00
	405	Park Replacement Fund	147.20
	406	Street Reconstruction Fund	0.00
	407	Project Administration Fund	0.00
	408	Park Construction	0.00
	409	Capital Improvement Fund	0.00
	412	Water Sewer Replace	0.00
	413	Improvement Project Construction	314,421.35
	417	Project Warranty Repairs	0.00
	418	Utility Trunk System Expansion	0.00
	420	Water Sewer Construction	0.00
	421	ENT-Water Resources Constrctn	0.00
	422	TIF 7-4 PTP Construction	0.00
	423	TIF 7-5 Rottlund (Const)	0.00
	424	TIF 7-6 Berkshire	0.00
	425	TIF Housing Assistance Program	0.00
	426	TIF 7-7 Stonecreek	0.00
	427	TIF 1-1 Shops at Plymth Crk	0.00
	428	TIF 1-2 Vicksburg Commons	0.00
	429	TIF HRA 1-3 Crossroads Station	0.00
	432	TIF 7-8 Quest	77.50
	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	9,000.00
	500	Water Fund	33,400.36
	510	Water Resources Fund	74,695.16
	520	Sewer Fund	708,141.37
	530	Solid Waste Management Fund	230,100.36
	540	Ice Center Fund	33,255.93
	550	Field House Fund	9,531.90
	600	Central Equipment Fund	53,704.10
	610	Public Facilities Fund	134,608.57
	620	Information Technology Fund	132,463.16
	630	Risk Management Fund	49,519.24
	640	Employee Benefits Fund	67,752.53
	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:

2,919,649.32

CITY OF PLYMOUTH

RESOLUTION No. 2025-092

RESOLUTION APPROVING DISBURSEMENTS ENDING MARCH 28, 2025

WHEREAS, a list of disbursements for the period ending March 28, 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	\$ 942,933.46
Construction & Debt Service	\$ 445,970.01
Enterprise & Internal Service	\$ 1,527,172.68
Housing Redevelopment	<u>\$ 3,573.17</u>
Check Register Total	\$ 2,919,649.32

US Bank – Housing Assistance Payments

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

GRAND TOTAL FOR ALL FUNDS \$ 2,919,649.32

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

EFT	63,133.03
Check (#173882-174178)	2,856,516.29
Total	\$ 2,919,649.32

APPROVED by the City Council on this 8th day of April, 2025.

To: Dave Callister, City Manager

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

Reviewed by: Michael Thompson, Public Works Director

Item: **Award contract, approve supplemental agreement, and approve grant agreements with the State of Minnesota for the Chankahda Trail Reconstruction Project - Phase 3 (ST240002)**

1. Action Requested:

Adopt attached resolutions awarding contract, approving supplemental agreement, and approving grant agreements with the State of Minnesota for the Chankahda Trail Reconstruction Project - Phase 3 (ST240002).

2. Background:

On February 11, 2025 Council approved plans and specifications and ordered advertisement for bids for the Chankahda Trail Reconstruction Project - Phase 3. This project is the third and final phase of the full reconstruction of the Chankahda Trail corridor which includes Chankahda Trail from Vicksburg Lane to County Road 61 (Northwest Boulevard). The project is in the 2025-2034 Capital Improvement Plan (CIP) with construction scheduled to occur from 2025 through 2026. The improvements are consistent with the previous two phases and include reconstructing the roadway to meet city standards, trail construction, and storm sewer and storm water improvements.

On March 21, 2025, bids were publicly opened for this project and a total of five bids were received as detailed in the attached bid tabulation. The low bid submitted by New Look Contracting, Inc. was approximately 14% below the engineer's estimate. Staff reviewed the information submitted by New Look Contracting, Inc. of Rogers, MN, to comply with the responsible bidder criteria and finds the information acceptable. New Look Contracting, Inc. has previously worked in Plymouth on similar projects, including Phase 2 of the Chankahda Trail Reconstruction Project. Staff feels New Look Contracting, Inc. is capable of constructing the project in accordance with the plans and specifications.

Kimley Horn and Associates (KHA) has been the designated engineer for the project. Due to the size and the scope of the project a proposal was solicited from KHA to provide construction administration, inspection, construction surveying, and material testing services. KHA performed

similar services for Phases 1 and 2 on the Chankahda Trail corridor.

During the 2023 legislative session, the city was awarded \$7 million in legislative funding for the project, with \$6.2 million identified as General Obligation bonds and the remainder through the cash bill. The funding is administered by MnDOT through its Local Road Improvement Program (LRIP) and the city already has an agreement in place with MnDOT to be reimbursed for design engineering costs. The two attached agreements with MnDOT would allow for the city to be reimbursed for construction costs with the remaining legislative funding, which consists of \$5,082,505 in General Obligation bonds and \$800,000 in general funds.

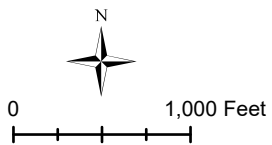
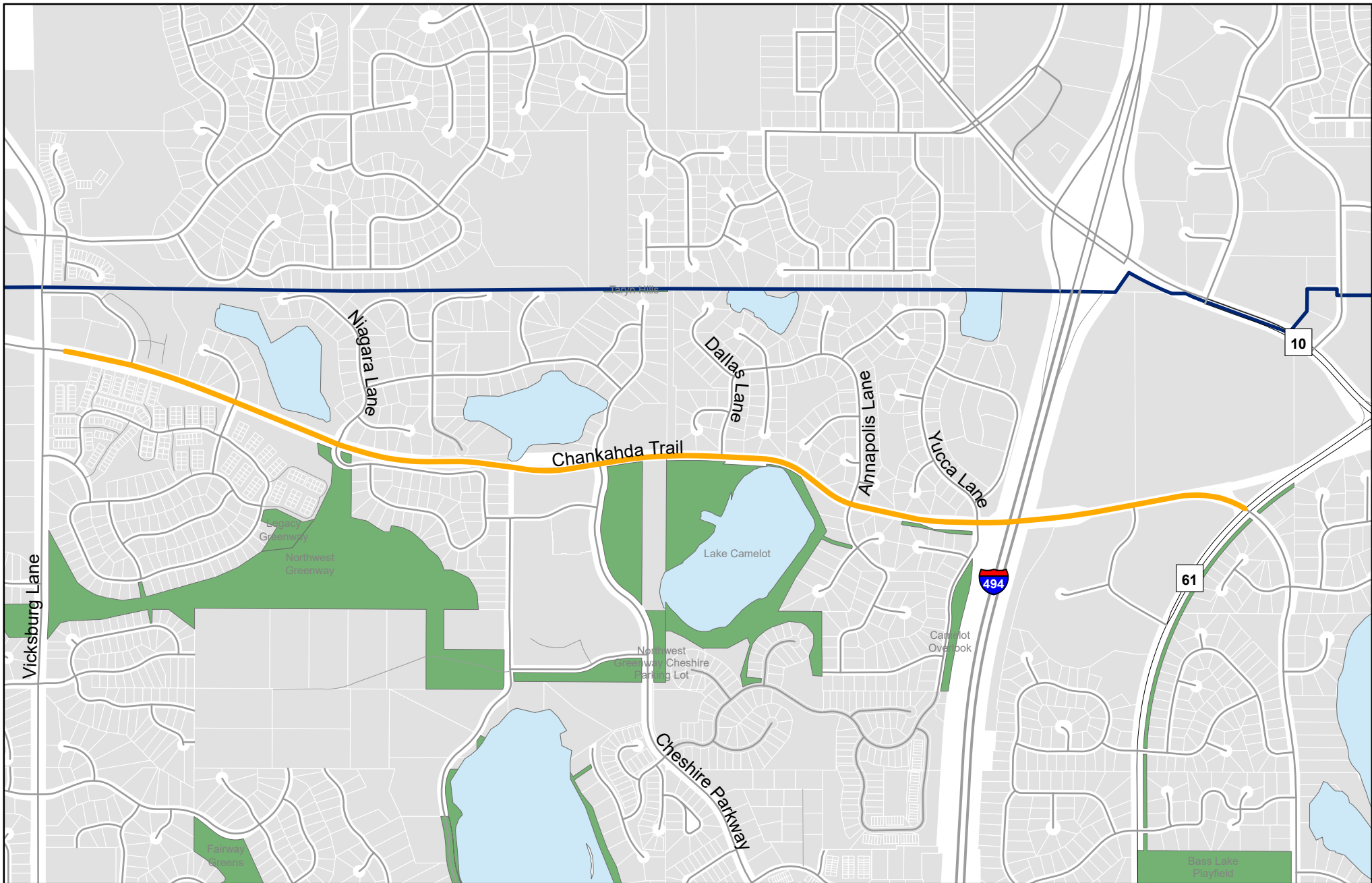
If the construction contract is awarded, construction is anticipated to start in the summer and be substantially completed in the fall of 2026. Chankahda Trail from Vicksburg Lane to Cheshire Parkway would be constructed in 2025 and the remaining section from Cheshire Parkway to Northwest Boulevard would follow in 2026, as detailed in the attached phasing map.

3. Budget Impact:

This project is included in the CIP at an estimated cost of \$16 million. The total estimated cost of the project based on the low bid by New Look Contracting, Inc. is \$15,910,000.00 and includes the improvements (\$11,387,952.50), engineering and administration (\$2,697,550.00), easement acquisition (\$685,000.00) and contingency (\$1,139,497.50). The project may be funded through a combination of an Interfund Loan, State bonds, and the Street Reconstruction Fund, and be reimbursed by TIF funding.

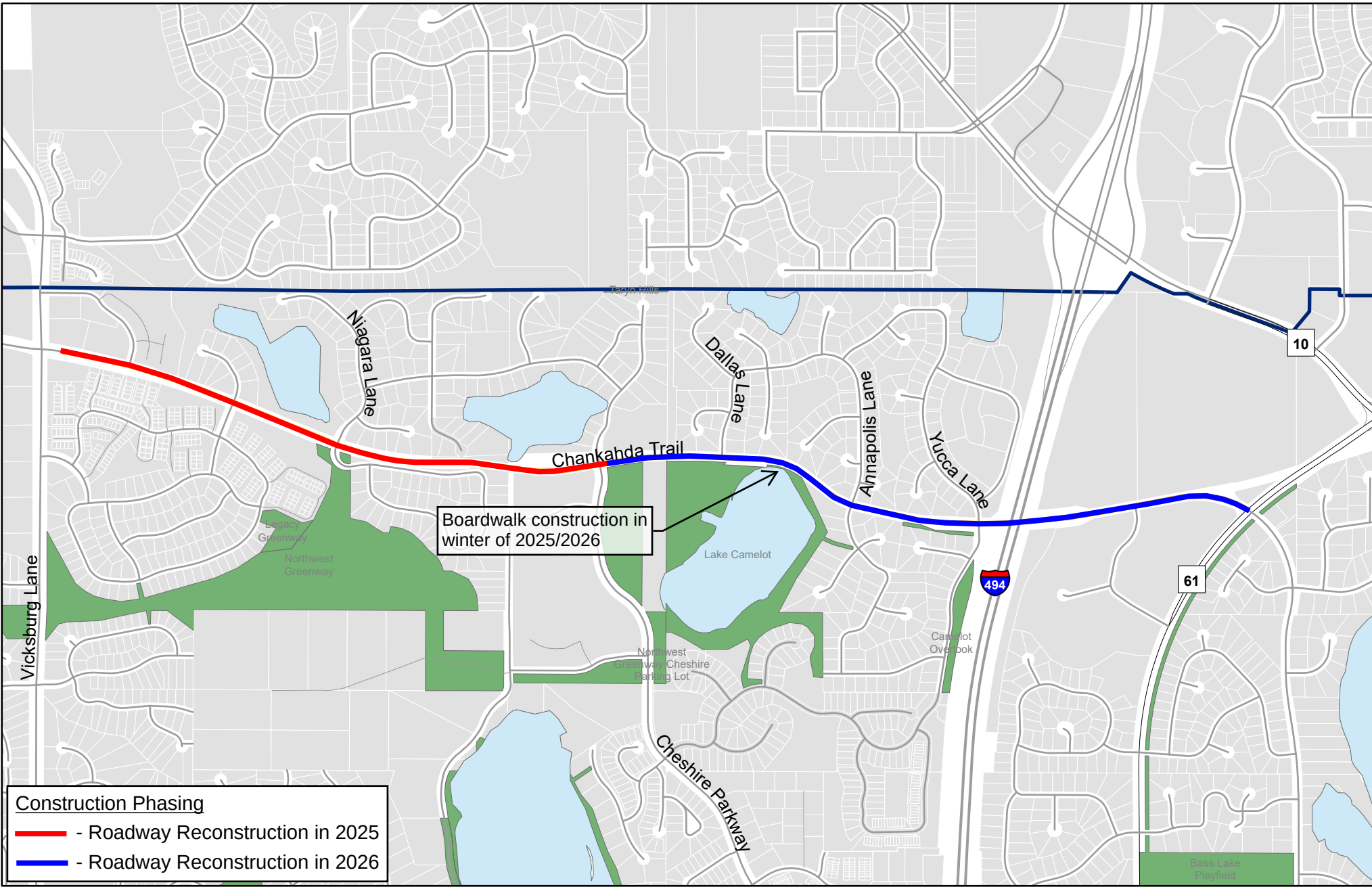
4. Attachments:

1. Location map
2. Construction phasing map
3. Bid tabulation
4. Supplemental agreement
5. MnDOT Grant Agreement 1059554
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7. City Council Resolution 2025-093
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**Chankahda Trail
Reconstruction - Phase 3
City Project ST240002**





Construction Phasing

- - Roadway Reconstruction in 2025
- - Roadway Reconstruction in 2026

**Chankahda Trail
Reconstruction - Phase 3
City Project ST240002**



BID TABULATION

Contract: CHANKAHDA TRAIL RECONSTRUCTION PHASE 3
Owner: CITY OF PLYMOUTH
Bid Opening Date: 3/21/2025 10:00 AM CDT

					ENGINEER'S ESTIMATE		NEW LOOK CONTRACTING, INC.		EUREKA CONSTRUCTION, INC.		PARK CONSTRUCTION COMPANY		C. S. MCCROSSAN CONSTRUCTION, INC.		S.M. HENTGES & SONS, INC.	
Item No	Mn/DOT No.	Item Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	2011.610	EXPLORATION	HOURL	100	\$ 325.00	\$ 32,500.00	\$ 1.00	\$ 100.00	\$ 100.00	\$ 10,000.00	\$ 419.00	\$ 41,900.00	\$ 495.00	\$ 49,500.00	\$ 430.00	\$ 43,000.00
2	2021.501	MOBILIZATION	LUMP SUM	1	\$ 600,000.00	\$ 600,000.00	\$ 290,000.00	\$ 290,000.00	\$ 565,000.00	\$ 565,000.00	\$ 745,000.00	\$ 745,000.00	\$ 640,784.89	\$ 640,784.89	\$ 1,000,000.00	\$ 1,000,000.00
3	2031.502	FIELD OFFICE	EACH	1	\$ 30,000.00	\$ 30,000.00	\$ 55,000.00	\$ 55,000.00	\$ 69,000.00	\$ 69,000.00	\$ 51,200.00	\$ 51,200.00	\$ 79,000.00	\$ 79,000.00	\$ 60,000.00	\$ 60,000.00
4	2101.502	CLEARING	EACH	93	\$ 225.00	\$ 20,925.00	\$ 343.00	\$ 31,899.00	\$ 300.00	\$ 27,900.00	\$ 150.00	\$ 13,950.00	\$ 777.00	\$ 72,261.00	\$ 335.00	\$ 31,155.00
5	2101.502	GRUBBING	EACH	93	\$ 155.00	\$ 14,415.00	\$ 228.00	\$ 21,204.00	\$ 200.00	\$ 18,600.00	\$ 100.00	\$ 9,300.00	\$ 120.00	\$ 11,160.00	\$ 225.00	\$ 20,925.00
6	2101.505	CLEARING	ACRE	1.6	\$ 14,500.00	\$ 23,200.00	\$ 8,005.00	\$ 12,808.00	\$ 6,000.00	\$ 9,600.00	\$ 17,205.00	\$ 27,528.00	\$ 6,370.00	\$ 10,192.00	\$ 8,000.00	\$ 12,800.00
7	2101.505	GRUBBING	ACRE	1.6	\$ 9,500.00	\$ 15,200.00	\$ 6,000.00	\$ 9,600.00	\$ 2,500.00	\$ 4,000.00	\$ 11,740.00	\$ 18,784.00	\$ 1,370.00	\$ 2,192.00	\$ 6,000.00	\$ 9,600.00
8	2102.518	PAVEMENT MARKING REMOVAL	SQ FT	820	\$ 5.00	\$ 4,100.00	\$ 3.00	\$ 2,460.00	\$ 1.00	\$ 820.00	\$ 4.00	\$ 3,280.00	\$ 5.10	\$ 4,182.00	\$ 1.10	\$ 902.00
9	2104.502	REMOVE PIPE APRON	EACH	35	\$ 350.00	\$ 12,250.00	\$ 375.00	\$ 13,125.00	\$ 430.00	\$ 15,050.00	\$ 367.00	\$ 12,845.00	\$ 355.00	\$ 12,425.00	\$ 350.00	\$ 12,250.00
10	2104.502	REMOVE MANHOLE OR CATCH BASIN	EACH	21	\$ 750.00	\$ 15,750.00	\$ 515.00	\$ 10,815.00	\$ 490.00	\$ 10,290.00	\$ 621.00	\$ 13,041.00	\$ 488.00	\$ 10,248.00	\$ 590.00	\$ 12,390.00
11	2104.502	REMOVE GATE VALVE	EACH	14	\$ 425.00	\$ 5,950.00	\$ 500.00	\$ 7,000.00	\$ 390.00	\$ 5,460.00	\$ 234.00	\$ 3,276.00	\$ 258.00	\$ 3,612.00	\$ 135.00	\$ 1,890.00
12	2104.502	REMOVE HYDRANT	EACH	7	\$ 550.00	\$ 3,850.00	\$ 950.00	\$ 6,650.00	\$ 390.00	\$ 2,730.00	\$ 937.00	\$ 6,559.00	\$ 796.00	\$ 5,572.00	\$ 700.00	\$ 4,900.00
13	2104.502	REMOVE DELINEATOR / MARKER	EACH	16	\$ 40.00	\$ 640.00	\$ 43.00	\$ 688.00	\$ 40.00	\$ 640.00	\$ 25.00	\$ 400.00	\$ 32.20	\$ 515.20	\$ 45.00	\$ 720.00
14	2104.502	REMOVE SIGN	EACH	63	\$ 60.00	\$ 3,780.00	\$ 43.00	\$ 2,709.00	\$ 40.00	\$ 2,520.00	\$ 25.00	\$ 1,575.00	\$ 32.20	\$ 2,028.60	\$ 45.00	\$ 2,835.00
15	2104.502	REMOVE SIGN PANEL	EACH	2	\$ 50.00	\$ 100.00	\$ 50.00	\$ 100.00	\$ 20.00	\$ 40.00	\$ 25.00	\$ 50.00	\$ 32.20	\$ 64.40	\$ 22.00	\$ 44.00
16	2104.502	REMOVE SIGN PANEL SPECIAL	EACH	2	\$ 80.00	\$ 160.00	\$ 50.00	\$ 100.00	\$ 20.00	\$ 40.00	\$ 25.00	\$ 50.00	\$ 32.20	\$ 64.40	\$ 22.00	\$ 44.00
17	2104.502	SALVAGE SIGN	EACH	2	\$ 70.00	\$ 140.00	\$ 50.00	\$ 100.00	\$ 40.00	\$ 80.00	\$ 25.00	\$ 50.00	\$ 32.20	\$ 64.40	\$ 22.00	\$ 44.00
18	2104.502	SALVAGE SIGN PANEL	EACH	1	\$ 65.00	\$ 65.00	\$ 50.00	\$ 50.00	\$ 20.00	\$ 20.00	\$ 25.00	\$ 25.00	\$ 32.20	\$ 32.20	\$ 22.00	\$ 22.00
19	2104.502	SALVAGE SIGN PANEL TYPE SPECIAL	EACH	20	\$ 55.00	\$ 1,100.00	\$ 21.50	\$ 430.00	\$ 20.00	\$ 400.00	\$ 25.00	\$ 500.00	\$ 32.20	\$ 644.00	\$ 22.00	\$ 440.00
20	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	45	\$ 5.00	\$ 225.00	\$ 25.00	\$ 1,125.00	\$ 5.50	\$ 247.50	\$ 5.50	\$ 247.50	\$ 11.10	\$ 499.50	\$ 7.00	\$ 315.00
21	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	1500	\$ 4.00	\$ 6,000.00	\$ 2.50	\$ 3,750.00	\$ 1.90	\$ 2,850.00	\$ 1.85	\$ 2,775.00	\$ 6.65	\$ 9,975.00	\$ 2.60	\$ 3,900.00
22	2104.503	REMOVE WATER MAIN	LIN FT	1500	\$ 18.00	\$ 27,000.00	\$ 15.00	\$ 22,500.00	\$ 13.00	\$ 19,500.00	\$ 20.40	\$ 30,600.00	\$ 14.60	\$ 21,900.00	\$ 23.00	\$ 34,500.00
23	2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	2800	\$ 20.00	\$ 56,000.00	\$ 15.00	\$ 42,000.00	\$ 18.00	\$ 50,400.00	\$ 23.00	\$ 64,400.00	\$ 17.20	\$ 48,160.00	\$ 21.00	\$ 58,800.00
24	2104.503	REMOVE SEWER PIPE (SANITARY)	LIN FT	650	\$ 20.00	\$ 13,000.00	\$ 15.00	\$ 9,750.00	\$ 13.00	\$ 8,450.00	\$ 9.35	\$ 6,077.50	\$ 18.10	\$ 11,765.00	\$ 19.00	\$ 12,350.00
25	2104.503	REMOVE CURB & GUTTER	LIN FT	3505	\$ 4.00	\$ 14,020.00	\$ 4.25	\$ 14,896.25	\$ 2.90	\$ 10,164.50	\$ 4.05	\$ 14,195.25	\$ 3.25	\$ 11,391.25	\$ 3.30	\$ 11,566.50
26	2104.503	REMOVE FENCE	LIN FT	365	\$ 10.00	\$ 3,650.00	\$ 5.75	\$ 2,098.75	\$ 5.30	\$ 1,934.50	\$ 8.00	\$ 2,920.00	\$ 9.00	\$ 3,285.00	\$ 4.30	\$ 1,569.50
27	2104.503	SALVAGE FENCE	LIN FT	155	\$ 20.00	\$ 3,100.00	\$ 12.25	\$ 1,898.75	\$ 11.00	\$ 1,705.00	\$ 15.00	\$ 2,325.00	\$ 19.10	\$ 2,960.50	\$ 19.00	\$ 2,945.00
28	2104.503	SALVAGE GUARDRAIL	LIN FT	734	\$ 5.00	\$ 3,670.00	\$ 11.75	\$ 8,624.50	\$ 11.00	\$ 8,074.00	\$ 11.00	\$ 8,074.00	\$ 12.20	\$ 8,954.80	\$ 11.00	\$ 8,074.00
29	2104.504	REMOVE CONCRETE MEDIAN	SQ YD	50	\$ 25.00	\$ 1,250.00	\$ 9.00	\$ 450.00	\$ 13.50	\$ 675.00	\$ 20.70	\$ 1,035.00	\$ 12.40	\$ 620.00	\$ 10.40	\$ 520.00
30	2104.504	REMOVE SLOPE PAVING (P)	SQ YD	385	\$ 50.00	\$ 19,250.00	\$ 85.00	\$ 32,725.00	\$ 12.00	\$ 4,620.00	\$ 25.90	\$ 9,971.50	\$ 12.40	\$ 4,774.00	\$ 15.00	\$ 5,775.00
31	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	55650	\$ 5.00	\$ 278,250.00	\$ 3.00	\$ 166,950.00	\$ 7.00	\$ 389,550.00	\$ 4.10	\$ 228,165.00	\$ 4.70	\$ 261,555.00	\$ 6.70	\$ 372,855.00
32	2104.518	REMOVE BITUMINOUS WALK	SQ FT	29600	\$ 0.50	\$ 14,800.00	\$ 0.50	\$ 14,800.00	\$ 0.50	\$ 14,800.00	\$ 0.74	\$ 21,904.00	\$ 1.40	\$ 41,440.00	\$ 0.55	\$ 16,280.00
33	2104.518	REMOVE CONCRETE SIDEWALK	SQ FT	1700	\$ 1.50	\$ 2,550.00	\$ 2.00	\$ 3,400.00	\$ 0.90	\$ 1,530.00	\$ 2.00	\$ 3,400.00	\$ 1.40	\$ 2,380.00	\$ 1.10	\$ 1,870.00
34	2104.603	ABANDON STORM SEWER	LIN FT	10	\$ 50.00	\$ 500.00	\$ 25.00	\$ 250.00	\$ 130.00	\$ 1,300.00	\$ 356.00	\$ 3,560.00	\$ 156.00	\$ 1,560.00	\$ 110.00	\$ 1,100.00
35	2104.603	SALVAGE FENCE TYPE SPECIAL	LIN FT	211	\$ 50.00	\$ 10,550.00	\$ 9.00	\$ 1,899.00	\$ 8.20	\$ 1,730.20	\$ 15.00	\$ 3,165.00	\$ 16.90	\$ 3,565.90	\$ 19.00	\$ 4,009.00
36	2105.607	COMMON BORROW SPECIAL (CV)	CU YD	1000	\$ 70.00	\$ 70,000.00	\$ 63.00	\$ 63,000.00	\$ 4.00	\$ 4,000.00	\$ 28.10	\$ 28,100.00	\$ 25.60	\$ 25,600.00	\$ 23.00	\$ 23,000.00
37	2106.507	EXCAVATION - COMMON (P)	CU YD	103629	\$ 14.00	\$ 1,450,806.00	\$ 16.50	\$ 1,709,878.50	\$ 15.00	\$ 1,554,435.00	\$ 11.60	\$ 1,202,096.40	\$ 11.10	\$ 1,150,281.90	\$ 17.25	\$ 1,787,600.25
38	2106.507	SELECT GRANULAR EMBANKMENT (CV) (P)	CU YD	22311	\$ 25.00	\$ 557,775.00	\$ 13.25	\$ 295,620.75	\$ 22.00	\$ 490,842.00	\$ 26.90	\$ 600,165.90	\$ 21.80	\$ 486,379.80	\$ 33.00	\$ 736,263.00
39	2106.507	COMMON EMBANKMENT (CV) (P)	CU YD	30609	\$ 8.00	\$ 244,872.00	\$ 7.50	\$ 229,567.50	\$ 9.00	\$ 275,481.00	\$ 8.65	\$ 264,767.85	\$ 11.90	\$ 364,247.10	\$ 12.00	\$ 367,308.00
40	2106.601	DEWATERING	LUMP SUM	1	\$ 50,000.00	\$ 50,000.00	\$ 1.00	\$ 1.00	\$ 44,000.00	\$ 44,000.00	\$ 47,800.00	\$ 47,800.00	\$ 56,500.00	\$ 56,500.00	\$ 10,000.00	\$ 10,000.00
41	2108.504	GEOTEXTILE FABRIC TYPE 1	SQ YD	55	\$ 4.00	\$ 220.00	\$ 15.00	\$ 825.00	\$ 11.50	\$ 632.50	\$ 20.40	\$ 1,122.00	\$ 2.95	\$ 162.25	\$ 8.00	\$ 440.00
42	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	200	\$ 150.00	\$ 30,000.00	\$ 1.00	\$ 200.00	\$ 170.00	\$ 34,000.00	\$ 185.00	\$ 37,000.00	\$ 222.00	\$ 44,400.00	\$ 175.00	\$ 35,000.00
43	2130.623	WATER FOR DUST CONTROL	M GALLON	500	\$ 50.00	\$ 25,000.00	\$ 1.00	\$ 500.00	\$ 31.00	\$ 15,500.00	\$ 61.00	\$ 30,500.00	\$ 52.50	\$ 26,250.00	\$ 45.00	\$ 22,500.00
44	2130.623	WATER FOR TURF ESTABLISHMENT	M GALLON	500	\$ 175.00	\$ 87,500.00	\$ 25.00	\$ 12,500.00	\$ 21.50	\$ 10,750.00	\$ 30.00	\$ 15,000.00	\$ 33.90	\$ 16,950.00	\$ 55.00	\$ 27,500.00
45	2211.507	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	14520	\$ 30.00	\$ 435,600.00	\$ 16.00	\$ 232,320.00	\$ 34.00	\$ 493,680.00	\$ 25.10	\$ 364,452.00	\$ 15.30	\$ 222,156.00	\$ 18.00	\$ 261,360.00
46	2360.509	TYPE SP 12.5 WEARING COURSE MIX (4:C)	TON	13540	\$ 90.00	\$ 1,218,600.00	\$ 93.00	\$ 1,259,220.00	\$ 85.50	\$ 1,157,670.00	\$ 86.40	\$ 1,169,856.00	\$ 104.00	\$ 1,408,160.00	\$ 96.00	\$ 1,299,840.00
47	2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (4:C)	TON	6510	\$ 80.00	\$ 520,800.00	\$ 97.00	\$ 631,470.00	\$ 89.50	\$ 582,645.00	\$ 84.90	\$ 552,699.00	\$ 87.50	\$ 569,625.00	\$ 92.00	\$ 598,920.00
48	2401.507	STRUCTURAL CONCRETE (3G52) (P)	CU YD	24	\$ 850.00	\$ 20,400.00	\$ 1,540.00	\$ 36,960.00	\$ 2,000.00	\$ 48,000.00	\$ 1,640.00	\$ 39,360.00	\$ 2,400.00	\$ 57,600.00	\$ 1,360.00	\$ 32,640.00
49	2401.508	REINFORCEMENT BARS (P)	POUND	3000	\$ 2.00	\$ 6,000.00	\$ 4.00	\$ 12,000.00	\$ 3.50	\$ 10,500.00	\$ 3.75	\$ 11,250.00	\$ 1.85	\$ 5,550.00	\$ 3.30	\$ 9,900.00
50	2403.522	TREATED WOOD	M B M	23	\$ 8,600.00	\$ 197,800.00	\$ 7,635.00	\$ 175,605.00	\$ 6,000.00	\$ 138,000.00	\$ 6,000.00	\$ 138,000.00	\$ 8,130.00	\$ 186,990.00	\$ 8,000.00	\$ 184,000.00
51	2403.603	TIMBER RAILING	LIN FT	500	\$ 175.00	\$ 87,500.00	\$ 148.50	\$ 74,250.00	\$ 230.00	\$ 115,000.00	\$ 225.00	\$ 112,500.00	\$ 247.00	\$ 123,500.00	\$ 128.00	\$ 64,000.00
52	2411.507	STRUCTURE EXCAVATION CLASS E (P)	CU YD	387	\$ 65.00	\$ 25,155.00	\$ 48.00	\$ 18,576.00	\$ 68.50	\$ 26,509.50	\$ 224.00	\$ 86,688.00	\$ 26.30	\$ 10,178.10	\$ 38.00	\$ 14,706.00
53	2411.618	PREFABRICATED MODULAR BLOCK WALL (P)	SQ FT	6000	\$ 109.00	\$ 654,000.00	\$ 100.00	\$ 600,000.00	\$ 93.50	\$ 561,000.00	\$ 67.00	\$ 402,000.00	\$ 124.00	\$ 744,000.00	\$ 82.00	\$ 492,000.00
54	2451.507	FINE FILTER AGGREGATE (CV)	CU YD	1057	\$ 55.00	\$ 58,135.00	\$ 38.00	\$ 40,166.00	\$ 51.00	\$ 53,907.00	\$ 68.60	\$ 72,510.20	\$ 69.20	\$ 73,144.40	\$ 65.00	\$ 68,705.00
55	2452.602	HELICAL PILE CAP	EACH	36	\$ 2,425.00	\$ 87,300.00	\$ 2,910.00	\$ 104,760.00	\$ 2,700.00	\$ 97,200.00	\$ 2,700.00	\$ 97,200.00	\$ 3,240.00	\$ 116,640.00	\$ 2,800.00	\$ 100,800.00
56	2501.502	15" RC PIPE APRON	EACH	4	\$ 2,200.00	\$ 8,800.00	\$ 1,155.00	\$ 4,620.00	\$ 1,200.00	\$ 4,800.00	\$ 1,000.00	\$ 4,000.00	\$ 1,100.00	\$ 4,400.00	\$ 1,115.00	\$ 4,460.00
57	2501.502	18" RC PIPE APRON	EACH	6	\$ 2,300.00	\$ 13,800.00	\$ 1,215.00	\$ 7,290.00	\$ 1,300.00	\$ 7,800.00	\$ 1,060.00	\$ 6,360.00	\$ 1,160.00	\$ 6,960.00	\$ 1,200.00	\$ 7,200.00
58	2501.502	21" RC PIPE APRON	EACH	4	\$ 2,400.00	\$ 9,600.00	\$ 1,275.00	\$ 5,100.00	\$ 1,400.0							

BID TABULATION

Contract: CHANKAHDA TRAIL RECONSTRUCTION PHASE 3
Owner: CITY OF PLYMOUTH
Bid Opening Date: 3/21/2025 10:00 AM CDT

				ENGINEER'S ESTIMATE		NEW LOOK CONTRACTING, INC.		EUREKA CONSTRUCTION, INC.		PARK CONSTRUCTION COMPANY		C. S. MCCROSSAN CONSTRUCTION, INC.		S.M. HENTGES & SONS, INC.		
73	2503.503	15" RC PIPE SEWER CLASS III	LIN FT	4323	\$ 85.00	\$ 367,455.00	\$ 72.50	\$ 313,417.50	\$ 68.00	\$ 293,964.00	\$ 69.70	\$ 301,313.10	\$ 72.50	\$ 313,417.50	\$ 71.00	\$ 306,933.00
74	2503.503	18" RC PIPE SEWER CLASS III	LIN FT	2659	\$ 90.00	\$ 239,310.00	\$ 69.50	\$ 184,800.50	\$ 77.00	\$ 204,743.00	\$ 70.80	\$ 188,257.20	\$ 74.20	\$ 197,297.80	\$ 81.00	\$ 215,379.00
75	2503.503	21" RC PIPE SEWER CLASS III	LIN FT	389	\$ 110.00	\$ 42,790.00	\$ 77.00	\$ 29,953.00	\$ 87.50	\$ 34,037.50	\$ 82.20	\$ 31,975.80	\$ 82.80	\$ 32,209.20	\$ 100.00	\$ 38,900.00
76	2503.503	24" RC PIPE SEWER CLASS III	LIN FT	1281	\$ 120.00	\$ 153,720.00	\$ 81.50	\$ 104,401.50	\$ 90.50	\$ 115,930.50	\$ 86.90	\$ 111,318.90	\$ 93.00	\$ 119,133.00	\$ 89.00	\$ 114,009.00
77	2503.503	27" RC PIPE SEWER CLASS III	LIN FT	1201	\$ 150.00	\$ 180,150.00	\$ 96.50	\$ 115,896.50	\$ 110.00	\$ 127,306.00	\$ 106.00	\$ 127,306.00	\$ 113.00	\$ 135,713.00	\$ 115.00	\$ 138,115.00
78	2503.503	30" RC PIPE SEWER CLASS III	LIN FT	598	\$ 140.00	\$ 83,720.00	\$ 117.00	\$ 69,966.00	\$ 130.00	\$ 77,740.00	\$ 122.00	\$ 72,956.00	\$ 138.00	\$ 82,524.00	\$ 132.00	\$ 78,936.00
79	2503.503	36" RC PIPE SEWER CLASS III	LIN FT	581	\$ 210.00	\$ 122,010.00	\$ 144.00	\$ 83,664.00	\$ 160.00	\$ 92,960.00	\$ 154.00	\$ 89,474.00	\$ 165.00	\$ 95,865.00	\$ 170.00	\$ 98,770.00
80	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	4	\$ 2,000.00	\$ 8,000.00	\$ 1,750.00	\$ 7,000.00	\$ 1,400.00	\$ 5,600.00	\$ 1,730.00	\$ 6,920.00	\$ 957.00	\$ 3,828.00	\$ 1,120.00	\$ 4,480.00
81	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	1	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,610.00	\$ 1,610.00	\$ 957.00	\$ 957.00	\$ 1,500.00	\$ 1,500.00
82	2503.602	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH	5	\$ 1,100.00	\$ 5,500.00	\$ 1,200.00	\$ 6,000.00	\$ 2,000.00	\$ 10,000.00	\$ 2,070.00	\$ 10,350.00	\$ 957.00	\$ 4,785.00	\$ 2,700.00	\$ 13,500.00
83	2504.601	IRRIGATION SYSTEM	LUMP SUM	1	\$ 50,000.00	\$ 50,000.00	\$ 25,725.00	\$ 25,725.00	\$ 19,000.00	\$ 19,000.00	\$ 28,900.00	\$ 28,900.00	\$ 35,000.00	\$ 35,000.00	\$ 25,000.00	\$ 25,000.00
84	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	15	\$ 2,500.00	\$ 37,500.00	\$ 2,150.00	\$ 32,250.00	\$ 2,200.00	\$ 33,000.00	\$ 2,830.00	\$ 42,450.00	\$ 2,360.00	\$ 35,400.00	\$ 2,400.00	\$ 36,000.00
85	2504.602	HYDRANT	EACH	8	\$ 7,000.00	\$ 56,000.00	\$ 7,625.00	\$ 61,000.00	\$ 7,100.00	\$ 56,800.00	\$ 7,080.00	\$ 56,640.00	\$ 8,860.00	\$ 70,880.00	\$ 8,500.00	\$ 68,000.00
86	2504.602	ADJUST GATE VALVE	EACH	23	\$ 500.00	\$ 11,500.00	\$ 1,000.00	\$ 23,000.00	\$ 390.00	\$ 8,970.00	\$ 447.00	\$ 10,281.00	\$ 519.00	\$ 11,937.00	\$ 450.00	\$ 10,350.00
87	2504.602	6" GATE VALVE & BOX	EACH	9	\$ 3,000.00	\$ 27,000.00	\$ 3,150.00	\$ 28,350.00	\$ 3,000.00	\$ 27,000.00	\$ 2,480.00	\$ 22,320.00	\$ 2,380.00	\$ 21,420.00	\$ 2,800.00	\$ 25,200.00
88	2504.602	8" GATE VALVE & BOX	EACH	3	\$ 4,000.00	\$ 12,000.00	\$ 4,100.00	\$ 12,300.00	\$ 3,800.00	\$ 11,400.00	\$ 3,680.00	\$ 11,040.00	\$ 3,620.00	\$ 10,860.00	\$ 3,700.00	\$ 11,100.00
89	2504.602	16" GATE VALVE & BOX	EACH	2	\$ 14,000.00	\$ 28,000.00	\$ 20,000.00	\$ 40,000.00	\$ 18,000.00	\$ 36,000.00	\$ 17,700.00	\$ 35,400.00	\$ 17,000.00	\$ 34,000.00	\$ 16,000.00	\$ 32,000.00
90	2504.602	CURB STOP & BOX	EACH	2	\$ 500.00	\$ 1,000.00	\$ 1,550.00	\$ 3,100.00	\$ 1,000.00	\$ 2,000.00	\$ 1,010.00	\$ 2,020.00	\$ 1,310.00	\$ 2,620.00	\$ 1,100.00	\$ 2,200.00
91	2504.603	1" TYPE PE PIPE	LIN FT	63	\$ 60.00	\$ 3,780.00	\$ 34.00	\$ 2,142.00	\$ 45.00	\$ 2,835.00	\$ 96.90	\$ 6,104.70	\$ 39.40	\$ 2,482.20	\$ 37.00	\$ 2,331.00
92	2504.603	6" PVC WATERMAIN	LIN FT	177	\$ 70.00	\$ 12,390.00	\$ 49.00	\$ 8,673.00	\$ 82.00	\$ 14,514.00	\$ 69.70	\$ 12,336.90	\$ 50.60	\$ 8,956.20	\$ 44.00	\$ 7,788.00
93	2504.603	8" PVC WATERMAIN	LIN FT	222	\$ 100.00	\$ 22,200.00	\$ 60.00	\$ 13,320.00	\$ 76.50	\$ 16,983.00	\$ 80.10	\$ 17,782.20	\$ 59.00	\$ 13,098.00	\$ 86.00	\$ 19,092.00
94	2504.603	16" PVC WATERMAIN	LIN FT	1242	\$ 155.00	\$ 192,510.00	\$ 96.00	\$ 119,232.00	\$ 98.50	\$ 122,337.00	\$ 96.10	\$ 119,356.20	\$ 98.30	\$ 122,088.60	\$ 105.00	\$ 130,410.00
95	2504.608	DUCTILE IRON FITTINGS	POUND	3400	\$ 15.00	\$ 51,000.00	\$ 14.50	\$ 49,300.00	\$ 15.00	\$ 51,000.00	\$ 16.00	\$ 54,400.00	\$ 17.20	\$ 58,480.00	\$ 17.00	\$ 57,800.00
96	2506.502	CONST DRAINAGE STRUCTURE DESIGN SPEC 1	EACH	1	\$ 10,000.00	\$ 10,000.00	\$ 2,075.00	\$ 2,075.00	\$ 480.00	\$ 480.00	\$ 2,900.00	\$ 2,900.00	\$ 1,060.00	\$ 1,060.00	\$ 930.00	\$ 930.00
97	2506.502	CONST DRAINAGE STRUCTURE DESIGN SPEC 2	EACH	1	\$ 10,000.00	\$ 10,000.00	\$ 2,075.00	\$ 2,075.00	\$ 1,500.00	\$ 1,500.00	\$ 2,200.00	\$ 2,200.00	\$ 1,060.00	\$ 1,060.00	\$ 937.00	\$ 937.00
98	2506.502	CONST DRAINAGE STRUCTURE DESIGN SPEC 3	EACH	1	\$ 10,000.00	\$ 10,000.00	\$ 4,650.00	\$ 4,650.00	\$ 8,500.00	\$ 8,500.00	\$ 12,700.00	\$ 12,700.00	\$ 6,110.00	\$ 6,110.00	\$ 7,300.00	\$ 7,300.00
99	2506.502	CONST DRAINAGE STRUCTURE DESIGN SPEC 4	EACH	1	\$ 10,000.00	\$ 10,000.00	\$ 8,950.00	\$ 8,950.00	\$ 11,000.00	\$ 11,000.00	\$ 18,600.00	\$ 18,600.00	\$ 6,610.00	\$ 6,610.00	\$ 9,700.00	\$ 9,700.00
100	2506.502	CONST DRAINAGE STRUCTURE DESIGN SPEC 5	EACH	1	\$ 10,000.00	\$ 10,000.00	\$ 7,850.00	\$ 7,850.00	\$ 14,000.00	\$ 14,000.00	\$ 16,200.00	\$ 16,200.00	\$ 6,560.00	\$ 6,560.00	\$ 10,000.00	\$ 10,000.00
101	2506.502	CASTING ASSEMBLY	EACH	121	\$ 1,000.00	\$ 121,000.00	\$ 780.00	\$ 94,380.00	\$ 980.00	\$ 118,580.00	\$ 955.00	\$ 115,555.00	\$ 1,620.00	\$ 196,020.00	\$ 1,200.00	\$ 145,200.00
102	2506.502	ADJUST FRAME & RING CASTING	EACH	22	\$ 1,000.00	\$ 22,000.00	\$ 1,175.00	\$ 25,850.00	\$ 370.00	\$ 8,140.00	\$ 1,170.00	\$ 25,740.00	\$ 988.00	\$ 21,736.00	\$ 640.00	\$ 14,080.00
103	2506.503	CONST DRAINAGE STRUCTURE DESIGN G	LIN FT	143	\$ 600.00	\$ 85,800.00	\$ 595.00	\$ 85,085.00	\$ 440.00	\$ 62,920.00	\$ 615.00	\$ 87,945.00	\$ 739.00	\$ 105,677.00	\$ 710.00	\$ 101,530.00
104	2506.503	CONST DRAINAGE STRUCTURE DESIGN 4007	LIN FT	25	\$ 650.00	\$ 16,250.00	\$ 555.00	\$ 13,875.00	\$ 450.00	\$ 11,250.00	\$ 566.00	\$ 14,150.00	\$ 546.00	\$ 13,650.00	\$ 400.00	\$ 10,000.00
105	2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	LIN FT	445	\$ 700.00	\$ 311,500.00	\$ 555.00	\$ 246,975.00	\$ 450.00	\$ 200,250.00	\$ 544.00	\$ 242,080.00	\$ 574.00	\$ 255,430.00	\$ 615.00	\$ 273,675.00
106	2506.503	CONST DRAINAGE STRUCTURE DES 60-4020	LIN FT	81	\$ 950.00	\$ 76,950.00	\$ 839.00	\$ 67,959.00	\$ 650.00	\$ 52,650.00	\$ 820.00	\$ 66,420.00	\$ 814.00	\$ 65,934.00	\$ 766.00	\$ 62,046.00
107	2506.503	CONST DRAINAGE STRUCTURE DES 72-4020	LIN FT	51	\$ 1,400.00	\$ 71,400.00	\$ 1,115.00	\$ 56,865.00	\$ 880.00	\$ 44,880.00	\$ 957.00	\$ 48,807.00	\$ 966.00	\$ 49,266.00	\$ 925.00	\$ 47,175.00
108	2506.602	SAFL BAFFLE	EACH	8	\$ 5,000.00	\$ 40,000.00	\$ 8,250.00	\$ 66,000.00	\$ 6,000.00	\$ 48,000.00	\$ 10,700.00	\$ 85,600.00	\$ 10,500.00	\$ 84,000.00	\$ 8,500.00	\$ 68,000.00
109	2511.507	RANDOM RIPRAP CLASS V	CU YD	160	\$ 140.00	\$ 22,400.00	\$ 110.00	\$ 17,600.00	\$ 140.00	\$ 22,400.00	\$ 170.00	\$ 27,200.00	\$ 178.00	\$ 28,480.00	\$ 147.00	\$ 23,520.00
110	2514.504	CONCRETE SLOPE PAVING (P)	SQ YD	180	\$ 275.00	\$ 49,500.00	\$ 240.00	\$ 43,200.00	\$ 230.00	\$ 41,400.00	\$ 233.00	\$ 41,940.00	\$ 208.00	\$ 37,440.00	\$ 326.00	\$ 58,680.00
111	2521.518	4" CONCRETE WALK	SQ FT	10260	\$ 10.00	\$ 102,600.00	\$ 5.75	\$ 58,995.00	\$ 6.70	\$ 68,742.00	\$ 6.05	\$ 62,073.00	\$ 7.00	\$ 71,820.00	\$ 7.50	\$ 76,950.00
112	2521.518	6" CONCRETE WALK	SQ FT	13500	\$ 15.00	\$ 202,500.00	\$ 14.00	\$ 189,000.00	\$ 14.50	\$ 195,750.00	\$ 13.90	\$ 187,650.00	\$ 16.70	\$ 225,450.00	\$ 15.90	\$ 214,650.00
113	2521.518	3" BITUMINOUS WALK	SQ FT	162740	\$ 3.00	\$ 488,220.00	\$ 2.25	\$ 366,165.00	\$ 1.80	\$ 292,932.00	\$ 2.50	\$ 406,850.00	\$ 3.15	\$ 512,631.00	\$ 3.00	\$ 488,220.00
114	2521.518	6" COLORED CONCRETE	SQ FT	2000	\$ 20.00	\$ 40,000.00	\$ 11.75	\$ 23,500.00	\$ 11.00	\$ 22,000.00	\$ 12.30	\$ 24,600.00	\$ 11.00	\$ 22,000.00	\$ 15.00	\$ 30,000.00
115	2521.518	8" COLORED CONCRETE	SQ FT	5000	\$ 30.00	\$ 150,000.00	\$ 13.00	\$ 65,000.00	\$ 14.00	\$ 70,000.00	\$ 12.10	\$ 60,500.00	\$ 12.20	\$ 61,000.00	\$ 16.00	\$ 80,000.00
116	2521.618	TIMBER WALK	SQ FT	2800	\$ 30.00	\$ 84,000.00	\$ 32.00	\$ 89,600.00	\$ 25.00	\$ 70,000.00	\$ 25.00	\$ 70,000.00	\$ 27.00	\$ 75,600.00	\$ 32.00	\$ 89,600.00
117	2531.503	CONCRETE CURB & GUTTER DESIGN B612	LIN FT	20	\$ 30.00	\$ 600.00	\$ 32.00	\$ 640.00	\$ 26.50	\$ 530.00	\$ 29.80	\$ 596.00	\$ 40.10	\$ 802.00	\$ 33.00	\$ 660.00
118	2531.503	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	22589	\$ 20.00	\$ 451,780.00	\$ 20.00	\$ 451,780.00	\$ 11.50	\$ 259,773.50	\$ 18.70	\$ 422,414.30	\$ 21.30	\$ 481,145.70	\$ 21.00	\$ 474,369.00
119	2531.503	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	250	\$ 25.00	\$ 6,250.00	\$ 39.75	\$ 9,937.50	\$ 36.50	\$ 9,125.00	\$ 37.00	\$ 9,250.00	\$ 39.10	\$ 9,775.00	\$ 39.00	\$ 9,750.00
120	2531.503	CONCRETE CURB AND GUTTER DESIGN R418	LF	346	\$ 30.00	\$ 10,380.00	\$ 34.75	\$ 12,023.50	\$ 22.00	\$ 7,612.00	\$ 32.30	\$ 11,175.80	\$ 26.30	\$ 9,099.80	\$ 27.00	\$ 9,342.00
121	2531.503	CONCRETE CURB DESIGN B6	LIN FT	246	\$ 25.00	\$ 6,150.00	\$ 28.25	\$ 6,949.50	\$ 45.00	\$ 11,070.00	\$ 26.40	\$ 6,494.40	\$ 25.70	\$ 6,322.20	\$ 34.00	\$ 8,364.00
122	2531.603	CONCRETE CURB DESIGN SURMOUNTABLE	LIN FT	100	\$ 35.00	\$ 3,500.00	\$ 34.25	\$ 3,425.00	\$ 34.50	\$ 3,450.00	\$ 31.90	\$ 3,190.00	\$ 22.70	\$ 2,270.00	\$ 34.00	\$ 3,400.00
123	2531.603	CONCRETE CURB DESIGN V	LIN FT	110	\$ 50.00	\$ 5,500.00	\$ 35.25	\$ 3,877.50	\$ 53.00	\$ 5,830.00	\$ 32.70	\$ 3,597.00	\$ 23.90	\$ 2,629.00	\$ 38.00	\$ 4,180.00
124	2531.618	TRUNCATED DOMES	SQ FT	1200	\$ 55.00	\$ 66,000.00	\$ 70.00	\$ 84,000.00	\$ 50.00	\$ 60,000.00	\$ 65.00	\$ 78,000.00	\$ 58.60	\$ 70,320.00	\$ 62.00	\$ 74,400.00
125	2540.603	LANDSCAPE EDGER	LIN FT	222	\$ 20.00	\$ 4,440.00	\$ 19.00	\$ 4,218.00	\$ 7.00	\$ 1,554.00	\$ 17.70	\$ 3,929.40	\$ 22.30	\$ 4,950.80	\$ 20.00	\$ 4,440.00
126	2545.502	LIGHTING UNIT TYPE SPECIAL	EACH	3	\$ 800.00	\$ 2,400.00	\$ 1,560.00	\$ 4,680.00	\$ 1,400.00	\$ 4,200.00	\$ 1,380.00	\$ 4,140.00	\$ 1,530.00	\$ 4,590.00	\$ 1,500.00	\$ 4,500.00
127	2545.502	SERVICE CABINET -TYPE L1	EACH	1	\$ 10,000.00	\$ 10,000.00	\$ 12,925.00	\$ 12,925.00	\$ 11,000.00	\$ 11,000.00	\$ 11,400.00	\$ 11,400.00	\$ 12,500.00	\$ 12,500.00	\$ 13,000.00	\$ 13,000.00
128	2545.502	EQUIPMENT PAD B	EACH	1	\$ 1,600.00	\$ 1,600.00	\$ 965.00	\$ 965.00	\$ 850.00	\$ 850.00	\$ 850.00	\$ 850.00	\$ 943.00	\$ 943.00	\$ 95	

BID TABULATION

Contract: CHANKAHDA TRAIL RECONSTRUCTION PHASE 3
Owner: CITY OF PLYMOUTH
Bid Opening Date: 3/21/2025 10:00 AM CDT

					ENGINEER'S ESTIMATE		NEW LOOK CONTRACTING, INC.		EUREKA CONSTRUCTION, INC.		PARK CONSTRUCTION COMPANY		C. S. MCCROSSAN CONSTRUCTION, INC.		S.M. HENTGES & SONS, INC.													
147	2565.616	PEDESTRIAN CROSSWALK FLASHER SYSTEM C	SYSTEM	1	\$	25,000.00	\$	25,000.00	\$	15,475.00	\$	15,475.00	\$	14,000.00	\$	14,000.00	\$	13,700.00	\$	13,700.00	\$	15,000.00	\$	15,000.00	\$	15,200.00	\$	15,200.00
148	2565.616	PEDESTRIAN CROSSWALK FLASHER SYSTEM D	SYSTEM	1	\$	35,000.00	\$	35,000.00	\$	21,775.00	\$	21,775.00	\$	19,000.00	\$	19,000.00	\$	19,200.00	\$	19,200.00	\$	21,500.00	\$	21,500.00	\$	21,500.00	\$	21,500.00
149	2565.616	PEDESTRIAN CROSSWALK FLASHER SYSTEM E	SYSTEM	1	\$	35,000.00	\$	35,000.00	\$	21,775.00	\$	21,775.00	\$	19,000.00	\$	19,000.00	\$	19,200.00	\$	19,200.00	\$	21,500.00	\$	21,500.00	\$	21,000.00	\$	21,000.00
150	2565.616	REVISE SIGNAL SYSTEM A	SYSTEM	1	\$	150,000.00	\$	150,000.00	\$	182,500.00	\$	182,500.00	\$	153,000.00	\$	153,000.00	\$	160,000.00	\$	160,000.00	\$	169,000.00	\$	169,000.00	\$	170,000.00	\$	170,000.00
151	2565.616	REVISE SIGNAL SYSTEM B	SYSTEM	1	\$	75,000.00	\$	75,000.00	\$	15,900.00	\$	15,900.00	\$	14,000.00	\$	14,000.00	\$	14,000.00	\$	14,000.00	\$	15,500.00	\$	15,500.00	\$	15,600.00	\$	15,600.00
152	2571.502	CONIFEROUS TREE 6' HT B&B	EACH	5	\$	700.00	\$	3,500.00	\$	639.00	\$	3,195.00	\$	430.00	\$	2,150.00	\$	593.00	\$	2,965.00	\$	909.00	\$	4,545.00	\$	665.00	\$	3,325.00
153	2571.502	DECIDUOUS TREE 1.5" CAL B&B	EACH	7	\$	1,600.00	\$	11,200.00	\$	482.00	\$	3,374.00	\$	400.00	\$	2,800.00	\$	447.00	\$	3,129.00	\$	924.00	\$	6,468.00	\$	500.00	\$	3,500.00
154	2571.502	CONIFEROUS SHRUB 3' HT CONT	EACH	17	\$	225.00	\$	3,825.00	\$	100.00	\$	1,700.00	\$	65.00	\$	1,105.00	\$	92.20	\$	1,567.40	\$	241.00	\$	4,097.00	\$	103.00	\$	1,751.00
155	2571.502	DECIDUOUS SHRUB NO 5 CONT	EACH	36	\$	65.00	\$	2,340.00	\$	64.00	\$	2,304.00	\$	52.00	\$	1,872.00	\$	59.40	\$	2,138.40	\$	163.00	\$	5,868.00	\$	66.00	\$	2,376.00
156	2571.502	PERENNIAL 4" CONT	EACH	31	\$	50.00	\$	1,550.00	\$	43.00	\$	1,333.00	\$	13.00	\$	403.00	\$	39.50	\$	1,224.50	\$	87.10	\$	2,700.10	\$	44.00	\$	1,364.00
157	2571.502	PERENNIAL NO 1 CONT	EACH	385	\$	45.00	\$	17,325.00	\$	26.50	\$	10,202.50	\$	22.00	\$	8,470.00	\$	24.50	\$	9,432.50	\$	33.80	\$	13,013.00	\$	27.00	\$	10,395.00
158	2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1	\$	8,000.00	\$	8,000.00	\$	10,000.00	\$	10,000.00	\$	22,000.00	\$	22,000.00	\$	17,400.00	\$	17,400.00	\$	10,000.00	\$	10,000.00	\$	16,600.00	\$	16,600.00
159	2573.501	EROSION CONTROL SUPERVISOR	LUMP SUM	1	\$	7,500.00	\$	7,500.00	\$	10,000.00	\$	10,000.00	\$	20,000.00	\$	20,000.00	\$	15,800.00	\$	15,800.00	\$	74,500.00	\$	74,500.00	\$	9,000.00	\$	9,000.00
160	2573.502	STORM DRAIN INLET PROTECTION	EACH	160	\$	200.00	\$	32,000.00	\$	175.00	\$	28,000.00	\$	170.00	\$	27,200.00	\$	195.00	\$	31,200.00	\$	220.00	\$	35,200.00	\$	190.00	\$	30,400.00
161	2573.502	CULVERT END CONTROLS	EACH	19	\$	150.00	\$	2,850.00	\$	135.00	\$	2,565.00	\$	250.00	\$	4,750.00	\$	100.00	\$	1,900.00	\$	113.00	\$	2,147.00	\$	140.00	\$	2,660.00
162	2573.503	SILT FENCE; TYPE MS	LIN FT	27500	\$	3.50	\$	96,250.00	\$	1.85	\$	50,875.00	\$	1.90	\$	52,250.00	\$	1.70	\$	46,750.00	\$	1.90	\$	52,250.00	\$	1.90	\$	52,250.00
163	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	20725	\$	4.00	\$	82,900.00	\$	3.00	\$	62,175.00	\$	2.30	\$	47,667.50	\$	2.50	\$	51,812.50	\$	2.85	\$	59,066.25	\$	3.00	\$	62,175.00
164	2573.601	UNDERGROUND STORM WATER MANAGEMENT SYSTEM	LUMP SUM	1	\$	60,000.00	\$	60,000.00	\$	300,000.00	\$	300,000.00	\$	202,000.00	\$	202,000.00	\$	180,100.00	\$	180,100.00	\$	217,000.00	\$	217,000.00	\$	335,000.00	\$	335,000.00
165	2573.602	TEMPORARY SEDIMENT REMOVAL DEVICE	EACH	3	\$	3,000.00	\$	9,000.00	\$	2,570.00	\$	7,710.00	\$	400.00	\$	1,200.00	\$	3,120.00	\$	9,360.00	\$	690.00	\$	2,070.00	\$	1,600.00	\$	4,800.00
166	2574.507	FILTER TOPSOIL BORROW	CU YD	275	\$	75.00	\$	20,625.00	\$	45.00	\$	12,375.00	\$	76.50	\$	21,037.50	\$	46.10	\$	12,677.50	\$	45.00	\$	12,375.00	\$	43.00	\$	11,825.00
167	2574.507	LOAM TOPSOIL BORROW	CU YD	150	\$	50.00	\$	7,500.00	\$	32.00	\$	4,800.00	\$	67.00	\$	10,050.00	\$	44.10	\$	6,615.00	\$	39.50	\$	5,925.00	\$	60.00	\$	9,000.00
168	2574.508	FERTILIZER TYPE 3	POUND	2840	\$	1.00	\$	2,840.00	\$	0.90	\$	2,556.00	\$	0.70	\$	1,988.00	\$	0.80	\$	2,272.00	\$	0.91	\$	2,584.40	\$	0.90	\$	2,556.00
169	2574.508	FERTILIZER TYPE 4	POUND	340	\$	2.00	\$	680.00	\$	1.75	\$	595.00	\$	1.50	\$	510.00	\$	1.50	\$	510.00	\$	1.70	\$	578.00	\$	1.70	\$	578.00
170	2575.504	SODDING TYPE LAWN	SQ YD	1000	\$	15.00	\$	15,000.00	\$	10.25	\$	10,250.00	\$	7.00	\$	7,000.00	\$	9.50	\$	9,500.00	\$	10.80	\$	10,800.00	\$	11.00	\$	11,000.00
171	2575.504	ROLLED EROSION PREVENTION CATEGORY 20	SQ YD	30000	\$	2.00	\$	60,000.00	\$	1.70	\$	51,000.00	\$	1.40	\$	42,000.00	\$	1.55	\$	46,500.00	\$	1.75	\$	52,500.00	\$	1.70	\$	51,000.00
172	2575.504	ROLLED EROSION PREVENTION CATEGORY 25	SQ YD	3500	\$	2.00	\$	7,000.00	\$	1.90	\$	6,650.00	\$	1.60	\$	5,600.00	\$	1.75	\$	6,125.00	\$	2.00	\$	7,000.00	\$	2.00	\$	7,000.00
173	2575.505	SEEDING	ACRE	12.1	\$	320.00	\$	3,872.00	\$	325.00	\$	3,932.50	\$	230.00	\$	2,783.00	\$	250.00	\$	3,025.00	\$	283.00	\$	3,424.30	\$	3,365.00	\$	40,716.50
174	2575.505	RAPID STABILIZATION METHOD 2	ACRE	10	\$	650.00	\$	6,500.00	\$	1,186.00	\$	11,860.00	\$	2,000.00	\$	20,000.00	\$	1,100.00	\$	11,000.00	\$	1,240.00	\$	12,400.00	\$	1,230.00	\$	12,300.00
175	2575.507	MULCH MATERIAL TYPE 6	CU YD	50	\$	65.00	\$	3,250.00	\$	124.00	\$	6,200.00	\$	65.00	\$	3,250.00	\$	116.00	\$	5,800.00	\$	116.00	\$	5,800.00	\$	130.00	\$	6,500.00
176	2575.507	MULCH MATERIAL TYPE 9	CU YD	15	\$	160.00	\$	2,400.00	\$	265.00	\$	3,975.00	\$	170.00	\$	2,550.00	\$	247.00	\$	3,705.00	\$	230.00	\$	3,450.00	\$	275.00	\$	4,125.00
177	2575.508	HYDRAULIC MULCH MATRIX	POUND	14610	\$	1.50	\$	21,915.00	\$	0.90	\$	13,149.00	\$	0.70	\$	10,227.00	\$	0.80	\$	11,688.00	\$	0.91	\$	13,295.10	\$	0.90	\$	13,149.00
178	2575.509	MULCH MATERIAL TYPE 3	TON	12.8	\$	385.00	\$	4,928.00	\$	270.00	\$	3,456.00	\$	480.00	\$	6,144.00	\$	250.00	\$	3,200.00	\$	283.00	\$	3,622.40	\$	280.00	\$	3,584.00
179	2575.608	SEED WET DITCH	POUND	100	\$	35.00	\$	3,500.00	\$	82.00	\$	8,200.00	\$	77.00	\$	7,700.00	\$	76.00	\$	7,600.00	\$	86.00	\$	8,600.00	\$	85.00	\$	8,500.00
180	2575.608	SEED SOUTHERN SHORTGRASS ROADSIDE	POUND	150	\$	20.00	\$	3,000.00	\$	43.00	\$	6,450.00	\$	9.50	\$	1,425.00	\$	39.60	\$	5,940.00	\$	44.80	\$	6,720.00	\$	44.00	\$	6,600.00
181	2575.608	SEED OATS	POUND	755	\$	4.00	\$	3,020.00	\$	0.90	\$	679.50	\$	1.70	\$	1,283.50	\$	0.75	\$	566.25	\$	0.84	\$	634.20	\$	0.84	\$	634.20
182	2575.608	SEED CITY SPECIAL MIX DESIGN A	POUND	1510	\$	10.00	\$	15,100.00	\$	6.75	\$	10,192.50	\$	4.60	\$	6,946.00	\$	5.25	\$	7,927.50	\$	5.90	\$	8,909.00	\$	7.00	\$	10,570.00
183	2582.503	4" SOLID LINE PAINT	LIN FT	18785	\$	0.50	\$	9,392.50	\$	0.25	\$	4,696.25	\$	0.20	\$	3,757.00	\$	0.30	\$	5,635.50	\$	0.22	\$	4,132.70	\$	0.22	\$	4,132.70
184	2582.503	6" SOLID LINE PAINT	LIN FT	195	\$	1.00	\$	195.00	\$	1.00	\$</																	

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: April 8, 2025
- B. Owner: City of Plymouth
- C. Engineer: Kimley-Horn and Associates, Inc.
- D. Project: Chankahda Trail Reconstruction – Phase 3
City Project No. ST240002

3. SERVICES. The Engineer shall perform the following services for the Owner as per the Agreement for Engineering Services dated November 29, 2023, and Amendment 1 dated April 8, 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 \$2,511,550.00, including reimbursable expenses.
Agreement for Engineering Services: \$1,117,495.00
Supplemental Agreement (4/8/2025): \$1,394,055.00
 - Additional final design services
 - Construction servicesTotal, not to exceed: \$2,511,550.00

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.

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

ITS: _____

REVIEWED BY: _____

Michael Thompson, Public Works Director

AMENDMENT NUMBER 1 TO THE AGREEMENT BETWEEN THE CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.

This is Amendment number 1 dated April 8, 2025 to the agreement between City of Plymouth ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated November 29, 2023 ("the Agreement") concerning Chankahda Trail Reconstruction Phase 3 (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

The Agreement is amended to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

CLIENT:

CITY OF PLYMOUTH

By: _____

Title: _____

Date: _____

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

Title: _____

Date: _____

SCOPE OF WORK

Kimley-Horn will provide the following additional final design and construction phase services for the project.

TASK 5 – ADDITIONAL FINAL DESIGN SERVICES

1) Eagle Brook Church Turn Lane

City staff requested Kimley-Horn complete final design and plan preparation to add a right turn lane on westbound Chankahda Trail west of the Peony Lane intersection to facilitate a new access to the proposed Eagle Brook Church development. We will coordinate with the development team to ensure that our design is coordinated with the design of the proposed access off of Chankahda Trail. We will prepare a separate plan set consisting of 46 plan sheets including the following sections:

- *Inplace Utility Tabulations*
- *Inplace Conditions Plan*
- *Removal Plan*
- *Typical Sections*
- *Construction Plan and Profile*
- *Intersection Detail Plan*
- *Signing and Striping Plan*
- *Cross Sections*
- *Grading Plan*
- *Erosion Control and Turf Establishment Plan*
- *Drainage Plans, Laterals, and Tabulation*
- *Earthwork Tabulation and Summary*
- *MnDOT Standard Plan Sheets*

We will respond to comments from City staff and the development team before finalizing the design and plans.

2) Lake Camelot Boardwalk

Our original scope of work included reviewing the feasibility of routing the proposed trail along the south side of Chankahda Trail across a reconstructed boardwalk on Lake Camelot; however, our scope did not include the final design of the boardwalk. During the early phases of final design we reviewed the feasibility of this alternative and City staff decided to proceed forward with including a reconstructed boardwalk in our bid package for Chankahda Trail Phase 3. We will complete design and plan preparation for the design of the proposed boardwalk, respond to comments from City and MnDOT staff and coordinate with proposed improvements to receive all agency approvals.

3) Northwest Boulevard Traffic Signal Redesign

Our original scope of work included final design and plan preparation for the complete replacement of the traffic signal at the Northwest Boulevard intersection. After 90% completion of this design, it was determined that the traffic signal would remain in place and only modifications to add pedestrian push button pedestals would be required. We revised the signal plans to reflect this change between the 90% and 100% submittals.

4) I-494 Underpass Trail Lighting

After our 90% submittal, City staff requested Kimley-Horn provide final design and plan preparation for the installation of lighting for the proposed trail on the north side of the roadway under the I-494 bridge. We will complete this design and plan preparation and coordinate with MnDOT on the necessary review and approval of this infrastructure.

TASK 6 - CONSTRUCTION PHASE SERVICES

Kimley-Horn will provide the following construction phase services for the project.

1) Construction Inspection

- *Kimley-Horn will provide full-time on-site construction inspection services for the duration of the project. These services will include the following:*
 - o *Act as the City's representative and address concerns during the construction.*
 - o *Coordinate with property owners to address their concerns during construction.*
 - o *Coordinate with agency partners during the construction.*
 - o *Coordinate with the contractor on the project construction.*
 - o *Coordinate with private utility companies on their necessary relocations.*
 - o *Complete daily reports detailing the construction activities.*
 - o *Coordinate construction staking and material testing needs.*
 - o *Prepare quantities on a monthly basis for partial payment applications.*
 - o *Assist with project close out activities including the preparation of a punch list.*
- *This amendment assumes 55 hours/week for 65 weeks in 2025 and 2026 and 200 hours over the winter 2026/2027 for final closeout activities.*

2) Construction Administration

- *Kimley-Horn will provide part-time construction administration services for the duration of the project. These services will include the following:*
 - o *Serve as the Project Engineer during construction.*
 - o *Facilitate the preconstruction meeting.*
 - o *Facilitate weekly construction meetings.*
 - o *Respond to contractor questions regarding the design.*
 - o *Review shop drawings.*
 - o *Prepare payment applications for the project.*
 - o *Prepare change orders for the project, as needed.*
 - o *Prepare plan revisions for the project, as needed.*
- *Upon completion of the construction, Kimley-Horn will prepare as-builts for the project. Hard copies and electronic files will be provided to the City of their records.*

3) Construction Staking

- *Kimley-Horn will provide construction staking services for the project. Kimley-Horn will utilize a sub-consultant, Pioneer Engineering, to perform this work. These services will include the following:*
 - o *Provide one set of stakes for the construction limits and silt fence.*
 - o *Provide one set of stakes for road centerline for grading.*
 - o *Provide one set of stakes for pond grading.*
 - o *Provide one set of stakes for water main.*
 - o *Provide one set of stakes for sanitary sewer.*
 - o *Provide one set of stakes for storm sewer and drain tile.*
 - o *Provide one set of blue top stakes for road at intersections.*
 - o *Provide one set of stakes for curb and gutter at 25-foot intervals.*
 - o *Provide one set of stakes for trail and sidewalk*

- o *Provide one set of stakes for retaining walls.*
- o *Provide one set of stakes for signal poles and hand holes.*
- o *Provide right-of-way staking, as requested, to facilitate private utility relocations.*
- o *Provide as-built survey.*

4) Construction Material Testing

- *Kimley-Horn will provide construction material testing services for the project. Kimley-Horn will utilize a sub-consultant, Braun Intertec, to perform this work. These services will include the following:*
 - o *Project management*
 - o *Soil testing*
 - *Nuclear gauge density tests on subgrade*
 - *Dynamic Cone Penetrometer test on aggregate*
 - *Moisture content tests on subgrade*
 - *Gradation tests on import materials*
 - *Proctor tests on fill materials*
 - *Prepare preliminary and final grading and base report*
 - o *Concrete testing*
 - *Sample and test fresh concrete and cast cylinders*
 - *Measure compressive strength of cylinders*
 - o *Bituminous pavement testing*
 - *Collect verification samples to run quality assurance testing*
 - *Determine bituminous core locations*
 - *Observe contractor coring and core testing*
 - *Collect companion cores and perform testing for density and thickness*
 - o *Helical foundation testing for the boardwalk*
 - *Observe installation of helical piles*
 - *Observe and document load test*
 - *Document depth, torque and time of pile installation*
 - *Engineering oversight*
 - *Prepare helical foundations summary sheets and final report*

A final report will be prepared upon completion of construction which will summarize all data collected and material testing performed during construction.

ESTIMATED FEES

We propose to perform the additional services for the project on an hourly (cost plus) basis at an additional estimated not-to-exceed cost as summarized below.

<i>Task</i>	<i>Amendment 1 Fees</i>
<i>Task 1 Project Management</i>	\$ 0
<i>Task 2 Public and Agency Involvement</i>	\$ 0
<i>Task 3 Mapping and Geotechnical</i>	\$ 0
<i>Task 4 ROW Acquisition</i>	\$ 0
<i>Task 5 Final Design</i>	
<i>Eagle Brook Turn Lane</i>	\$ 29,950
<i>Lake Camelot Boardwalk</i>	\$ 41,000
<i>Northwest Boulevard Traffic Signal</i>	\$ 6,320
<i>I-494 Underpass Trail Lighting</i>	\$ 7,660
<i>Expenses</i>	\$ 4,800
<i>Total</i>	\$ 89,730
<i>Task 6 Construction Phase</i>	
<i>Construction Inspection</i>	\$ 660,625
<i>Construction Administration</i>	\$ 220,700
<i>Construction Staking</i>	\$ 160,000
<i>Construction Material Testing</i>	\$ 211,000
<i>Expenses</i>	\$ 52,000
<i>Total</i>	<u>\$1,304,325</u>
Total	<u>\$1,394,055</u>

A fee estimate spreadsheet is included with this amendment providing additional details of our proposed fees.

AMENDMENT 1
DETAILED FEE ESTIMATE
CHANKAHDA TRAIL PHASE 3 RECONSTRUCTION
CITY OF PLYMOUTH

PREPARED BY: KIMLEY-HORN & ASSOCIATES, INC.
April 8, 2025

TASK	PROJECT/TASK MANAGER	PROFESSIONAL ENGINEER	GRADUATE PROFESSIONAL	CONSTRUCTION OBSERVER	SUB-CONSULTANT	TOTAL KHA COST	TOTAL HOURS
ENGINEERING SERVICES							
TASK 5: FINAL DESIGN							
1. Elm Creek Church Turn Lane	8	150				\$29,950	158
2. Lake Camelot Boardwalk	8	80	160			\$41,000	248
3. Northwest Boulevard Traffic Signal Redesign	4	12	20			\$6,320	36
4. I-494 Underpass Trail Lighting	4	16	24			\$7,660	44
Expenses						\$4,800	
TASK 5 SUBTOTAL	16	230	160	0	\$0	\$89,730	406
TASK 6: CONSTRUCTION PHASE							
1. Construction Inspection				3775		\$660,625	3775
2. Construction Administration	280	520	200	100		\$220,700	1100
3. Construction Staking					\$160,000		1600
4. Construction Material Testing					\$211,000		2110
Expenses						\$52,000	
TASK 6 SUBTOTAL	280	520	200	3875	\$371,000	\$933,325	8,585
TOTALS							
PROJECT TOTALS							
	296	750	360	3875	\$371,000	\$1,023,055	8,991
						\$1,394,055	8,991

**STATE OF MINNESOTA
LOCAL ROAD IMPROVEMENT PROGRAM
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and ("Grantee"):

Public Entity (Grantee) name, address and contact person:
City of Plymouth
3400 Plymouth Boulevard
Plymouth, MN 55447
Contact: Mike Payne, PE, City Engineer/Deputy Public Works Director

RECITALS

1. Minnesota Statute § 174.52 authorizes the State to enter into this agreement.
2. General Funds were appropriated for trunk highway and local road projects in Minnesota Laws 2023, Chapter 68- H.F. 2887, Chapter 71- H.F. 670, and Chapter 72- H.F. 669.
3. Grantee has been awarded Local Road Improvement (LRIP) Program funds under Minn. Stat. § 174.52.
4. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS

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

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn.Stat. §16B.98](#), Subd. 5. As required by [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on **December 31, 2029**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.
- 1.4 **Exhibits.** Exhibit A: Sources and Uses of Funds Schedule; Exhibit B: Grant Application; and Exhibit C: Grantee Resolution Approving Grant Agreement are attached and incorporated into this agreement.

2 Grantee's Duties

- 2.1 Grantee will conduct activities in accordance with its grant application, or in the case of legislatively selected projects, in accordance with the enabling session law, which is attached to this Agreement as Exhibit B.
- 2.2 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1).
- 2.3 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

3 Time

- 3.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

4 Consideration and Payment

4.1 **Consideration.** The State will pay for all services performed by Grantee under this agreement as follows:

4.1.1 **Compensation.** Grantee will be reimbursed for actual, incurred costs that are eligible under Minn. Stat. § 174.52. Grantee shall use this grant solely to reimburse itself for expenditures it has already made to pay for the costs of one or more of the activities listed under section 2.1.

4.1.2 **Sources and Uses of Funds.** Grantee represents to State that the Sources and Uses of Funds Schedule attached as Exhibit A accurately shows the total cost of the project and all of the funds that are available for the completion of the project. Grantee agrees that it will pay for any costs that are ineligible for reimbursement and for any amount by which the costs exceed State's total obligation in section 4.1.3. Grantee will return to State any amount appropriated but not required.

4.1.3 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed **\$800,000.00**.

4.2 Payment

4.2.1 **Invoices.** Grantee will submit state aid pay requests for reimbursements requested under this grant agreement. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services.

4.2.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

4.2.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.

4.2.4 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.

4.2.4.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided with at least seven calendar days of notice prior to any monitoring visit or financial reconciliation.

4.2.4.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.

4.2.4.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

4.2.5 **Unexpended Funds.** The Grantee must promptly return to the State at grant closeout any unexpended funds that have not been accounted for in a financial report submitted to the State.

4.2.6 **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

4.3 **Contracting and Bidding Requirements.** If Grantee is a municipality as defined by Minn. Stat. § 471.345, subdivision 1, then Grantee shall comply with the requirements of Minn. Stat. § 471.345 for all procurement under this Agreement.

5 Conditions of Payment

All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representatives

6.1 The State's Authorized Representative is:

Marc Briebe,
Programs Engineer,
MnDOT State Aid Office
395 John Ireland Boulevard, MS 500
St. Paul, MN 55155
Office: 651-366-3802
marc.briebe@state.mn.us

or his/her successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Mike Payne, PE
City Engineer/Deputy Public Works Director
City of Plymouth
3400 Plymouth Boulevard
Plymouth, MN 55447
763-509-5538
mpayne@plymouthmn.gov

If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 **Assignment Amendments, Waiver, and Grant Agreement Complete**

- 7.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 7.6 **Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8 **Liability**

Grantee and State agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of State is governed by the provisions of Minn. Stat. Sec. 3.736. If Grantee is a "municipality" as that term is used in Minn. Stat. Chapter 466, then the liability of Grantee is governed by the provisions of Chapter 466. Grantee's liability hereunder shall not be limited to the extent of insurance carried by or provided by Grantee, or subject to any exclusion from coverage in any insurance policy.

9 **State Audits**

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention

requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices. Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State.

11 Workers Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13 Termination; Suspension

13.1 Termination by the State. The State may terminate this agreement with or without cause, upon 30 days written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

13.2 Termination for Cause. The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

13.3 Termination for Insufficient Funding. The State may immediately terminate this agreement if:

13.3.1 It does not obtain funding from the Minnesota Legislature; or

13.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

13.4 Suspension. The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

14 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

15 Fund Use Prohibited. The Grantee will not utilize any funds received pursuant to this Agreement to compensate,

either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project.

16 Discrimination Prohibited by Minnesota Statutes §181.59. Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

17 Limitation. Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

18 Additional Provisions

18.1 Prevailing Wages. Grantee agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the project. By agreeing to this provision, Grantee is not acknowledging or agreeing that the cited provisions apply to the project.

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

18.3 Telecommunications Certification. If federal funds are included in Exhibit A, by signing this agreement Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Grantee does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this agreement.

18.4 Title VI/Non-discrimination Assurances. Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in Exhibit A, Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas

of non-compliance as determined by State.

18.5 Use, Maintenance, Repair and Alterations. The Grantee shall not, without the written consent of the State and the Commissioner, (i) permit or allow the use of any of the property improved with these grants funds (the Real Property) for any purpose other than in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street and for other uses customarily associated therewith, such as trails and utility corridors , (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in section (i), (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

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

[The remainder of this page has intentionally been left blank.]

GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: Mayor

Date: _____

By: _____

Title: City Manager

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Approval and Certifying Encumbrance as required by Minnesota Statutes § 16A.15 and 16C.05

By: _____

State Aid Programs Manager
(with delegated authority)

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____

EXHIBIT A

SOURCES AND USES OF FUNDS SCHEDULE

SOURCES OF FUNDS		USES OF FUNDS	
Entity Supplying Funds	Amount	Expenses	Amount
State Funds:		Items Paid for with LRIP	
2023 LRIP Grant, SAAS Acct 404	\$800,000.00	General Fund Grant	
		Funds:	
Other:		ROW acquisition, design, and construction of roadway, utility, drainage, pedestrian facilities, and associated appurtenances (agreement # 1059554)	\$800,000.00
2023 LRIP Grant, SAAS Acct 403 (under agr # 1059552)	\$5,082,505.00	ROW acquisition, design, and construction of roadway, utility, drainage, pedestrian facilities, and associated appurtenances (agreement # 1059552)	\$5,082,505.00
Subtotal	\$5,882,505.00	Subtotal	\$5,882,505.00
Public Entity Funds:		Items paid for with Non-	
Matching Funds	\$5,505,447.50	LRIP General Fund	
Local Match		Grant Funds:	
Other:		ROW acquisition, design, and construction of roadway, utility, drainage, pedestrian facilities, and associated appurtenances	\$5,505,447.50
	\$		\$
Subtotal	\$5,505,447.50	Subtotal	5,505,447.50
TOTAL FUNDS	\$11,387,952.50	TOTAL PROJECT COSTS	\$11,387,952.50

EXHIBIT B

GRANT APPLICATION

In 2023 laws, Chapter 71, Article 1, Section 10, Subdivision 15, as amended by 2024 Laws Chapter 88, Article 1, Section 7, the legislature appropriated \$800,000.00 in General Funds for a grant to City of Plymouth “for property acquisition, design, and construction of roadway, utility, drainage, pedestrian facilities, and associated appurtenances, on Chankahda Trail, formerly known as Hennepin County Road 47, from Hennepin County State-Aid Highway 101 to Hennepin County State-Aid Highway 61.”

This portion of the project will be funded from that appropriation, with **\$800,000.00** in LRIP funding.

EXHIBIT C

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

CITY OF PLYMOUTH

RESOLUTION No. 2025-

RESOLUTION APPROVING GRANT AGREEMENT WITH THE STATE OF MINNESOTA FOR THE CHANKAHDA TRAIL RECONSTRUCTION PROJECT - PHASE 3 (ST240002)

WHEREAS, the Chankahda Trail Reconstruction Project – Phase 3 is listed in the 2025-2034 Capital Improvement Plan; and

WHEREAS, the project involves reconstruction of Chankahda Trail from Vicksburg Lane to Northwest Boulevard to meet city standards and also includes trail improvements, storm sewer improvements, and water quality improvements; and

WHEREAS, the City of Plymouth has applied to the Commissioner of Transportation for a grant from the Local Road Improvement Fund; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be **\$800,000.00** by lowest responsible bid.

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

1. The City agrees to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.52, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Local Road Improvement Fund any amount appropriated for the project but not required.
2. The Grant Agreement (MnDOT Agreement No. 1059554) between the State of Minnesota and the City of Plymouth is approved.
3. The Mayor and City Manager are authorized and directed to execute said grant agreement, and any amendments to the agreement.

APPROVED by the City Council on this 8th day of April, 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 April 8, 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 8th day of April, 2025.

Jodi M. Gallup, City Clerk

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

This Agreement between the Minnesota Department of Transportation (“MnDOT”) and the Grantee named below is made pursuant to Minnesota Statutes Section 174.52 and pursuant to Minn. Laws 2023, Chapter 72- H.F. 669. The provisions in that section and the Exhibits attached hereto and incorporated by reference constitute this Agreement and the persons signing below agree to fully comply with all of the requirements of this Agreement. This Agreement will be effective on the date State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2.

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

City of Plymouth
3400 Plymouth Boulevard
Plymouth, MN 55447
Contact: Mike Payne, PE, City Engineer/Deputy Public Works Director

2. Project(s):

Name of Project & Project Number (See Exhibit C for location)	Amount of LRIP Funds	Amount of Required Matching Funds	Completion Date
SAP 155-210-004	\$5,082,505.00	\$6,302,347.50	December 31, 2029

3. Total Amount of LRIP Grant for all projects under this Agreement: \$ 5,082,505.00
4. The following Exhibits for each project are attached and incorporated by reference as part of this Agreement:

Exhibit A	Completed Sources and Uses of Funds Schedule
Exhibit B	Project Schedule, Workforce Certificate, and Equal Pay Certificate
Exhibit C	Bond Financed Property Certification
Exhibit D	Grant Application
Exhibit E	Grantee Resolution Approving Grant Agreement
Exhibit F	General Terms and Conditions

5. Additional requirements, if any:

None

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

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

PUBLIC ENTITY (GRANTEE)

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: Mayor

Date: _____

By: _____

Title: City Manager

Date: _____

DEPARTMENT OF TRANSPORTATION

Approval and Certifying Encumbrance as required by Minnesota Statutes § 16A.15 and 16C.05

By: _____

State Aid Programs Manager
(with delegated authority)

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Contract Administrator

Date: _____

EXHIBIT A

SOURCES AND USES OF FUNDS SCHEDULE

SOURCES OF FUNDS		USES OF FUNDS	
Entity Supplying Funds	Amount	Expenses	Amount
State Funds:		Items Paid for with LRIP	
2023 LRIP Grant	\$5,082,505.00	Grant Funds:	
SAAS Acct 403		ROW acquisition, design, and construction of roadway, utility, drainage, pedestrian facilities, and associated appurtenances (agreement # 1059552)	\$5,082,505.00
Other:		ROW acquisition, design, and construction of roadway, utility, drainage, pedestrian facilities, and associated appurtenances (agreement # 1059554)	\$800,000.00
2023 LRIP Grant, SAAS Acct 404 (under agr # 1059554)	\$800,000.00		\$
Subtotal	\$5,882,505.00	Subtotal	\$5,882,505.00
Public Entity Funds:		Items paid for with Non-LRIP Grant Funds:	
Matching Funds		ROW acquisition, design, and construction of roadway, utility, drainage, pedestrian facilities, and associated appurtenances	\$5,505,447.50
Local Match	\$5,505,447.50		\$
Other:			\$
	\$		
Subtotal	\$5,505,447.50	Subtotal	\$5,505,447.50
TOTAL FUNDS	\$11,387,952.50	TOTAL PROJECT COSTS	\$11,387,952.50

EXHIBIT B

PROJECT SCHEDULE, WORKFORCE CERTIFICATE, AND EQUAL PAY CERTIFICATE

Award Date [April 8, 2025]
Construction Start Date [May 1, 2025]
Construction Substantial Complete Date [October 2, 2026]
Contract Final Completion Date [December 31, 2029]

WORKFORCE **CERTIFICATE OF COMPLIANCE**

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that **NEW LOOK CONTRACTING, INC.** is hereby certified as a contractor under the Minnesota Human Rights Act, § 363A.

Certificate start date: **7/28/2023**

Certificate expiration date: **7/27/2027**

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:

A handwritten signature in black ink, appearing to read 'RL', is written over a horizontal line.

Rebecca Lucero, Commissioner

EQUAL PAY
CERTIFICATE OF COMPLIANCE

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that **NEW LOOK CONTRACTING, INC.** is hereby certified as a contractor under the Minnesota Human Rights Act, § 363A.44.

Certificate start date: **June 29, 2023**

Certificate expiration date: **June 28, 2027**

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:



Rebecca Lucero, Commissioner

AN EQUAL OPPORTUNITY EMPLOYER

540 Fairview Ave N, Suite 201 • St. Paul, MN 55104 • Tel 651.539.1100
MN Relay 711 or 1.800.627.3529 • Toll Free 1.800.657.3704 • mn.gov/mdhr

Rev 10/26/2021

EXHIBIT C

BOND FINANCED PROPERTY CERTIFICATION

State of Minnesota
General Obligation Bond Financed Property

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

- A. The Restricted Property is State bond-financed property under Minn. Stat. Sec. 16A.695, is subject to the requirements imposed by that statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget; and
- B. The Restricted Property is subject to the provisions of the Local Road Improvement Program Grant Agreement between the Minnesota Department of Transportation and the undersigned dated _____, 2025; and
- C. The Restricted Property shall continue to be deemed State bond-financed property for 37.5 years or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget.

Date: _____, 2025

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

By: _____
Name: Jeffry Wosje
Title: Mayor

By: _____
Name: Dave Callister
Title: City Manager

Attachment 1 to Exhibit C

GENERAL DESCRIPTION OF RESTRICTED PROPERTY

Chankahda Trail from Vicksburg Lane to Northwest Boulevard (CSAH 61).

EXHIBIT D
GRANT APPLICATION

In 2023 laws, Chapter 72, Article 1, Section 16, Subdivision 14, as amended by 2024 laws, Chapter 88, Article 2, Section 17, the legislature appropriated \$6,200,000 in GO Bonds for a grant to City of Plymouth “for property acquisition, design, and construction of roadway, utility, drainage, pedestrian facilities, and associated appurtenances, on Chankahda Trail, formerly known as Hennepin County Road 47, from Hennepin County State-Aid Highway 101 to Hennepin County State-Aid Highway 61.”

This portion of the project will be funded from that appropriation, with **\$5,082,505.00** in LRIP funding.

EXHIBIT E

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

CITY OF PLYMOUTH

RESOLUTION No. 2025-

RESOLUTION APPROVING GRANT AGREEMENT WITH THE STATE OF MINNESOTA FOR THE CHANKAHDA TRAIL RECONSTRUCTION PROJECT - PHASE 3 (ST240002)

WHEREAS, the Chankahda Trail Reconstruction Project – Phase 3 is listed in the 2025-2034 Capital Improvement Plan; and

WHEREAS, the project involves reconstruction of Chankahda Trail from Vicksburg Lane to Northwest Boulevard to meet city standards and also includes trail improvements, storm sewer improvements, and water quality improvements; and

WHEREAS, the City of Plymouth has applied to the Commissioner of Transportation for a grant from the Local Road Improvement Fund; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be **\$5,082,505.00** by lowest responsible bid.

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

1. The City agrees to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.52, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Local Road Improvement Fund any amount appropriated for the project but not required.
2. The Grant Agreement (MnDOT Agreement No. 1059552) between the State of Minnesota and the City of Plymouth is approved.
3. The Mayor and City Manager are authorized and directed to execute said grant agreement, and any amendments to the agreement.

APPROVED by the City Council on this 8th day of April, 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 April 8, 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 8th day of April, 2025.

Jodi M. Gallup, City Clerk

EXHIBIT F

GENERAL TERMS AND CONDITIONS FOR LOCAL ROAD IMPROVEMENT PROGRAM (LRIP) GRANTS

Article I DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“LRIP” - means the Local Road Improvement Program pursuant to Minn. Stat. Sec. 174.52 and rules relating thereto.

“MnDOT” - means the Minnesota Department of Transportation.

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

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

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

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

Article II

GRANT

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

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

Section 2.03 **Use of Grant Proceeds.** The Public Entity shall use the LRIP Grant solely to reimburse itself for expenditures it has already made, or will make, to pay the costs of one of the following applicable activities: (i) preliminary, final construction and engineering and administration (ii) constructing or reconstructing city streets, county highways, or town roads with statewide or regional significance that have not been fully funded through other state, federal, or local funding sources; or (iii) capital improvement projects on county state-aid highways that are intended primarily to reduce traffic crashes, deaths, injuries, and property damage. The Public Entity shall not use the LRIP Grant for any other purpose, including but not limited to, any work to be done on a state trunk highway or within a trunk highway easement.

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

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

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

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

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

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

- A. If any representation, covenant, or warranty made by the Public Entity herein or in any other document furnished pursuant to the Agreement, or to induce MnDOT to disburse the LRIP Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

- B. If the Public Entity fails to fully comply with any provision, covenant, or warranty contained herein.
- C. If the Public Entity fails to fully comply with any provision, covenant or warranty contained in Minn. Stat. Sec. 16A.695, the Commissioner's Order, or Minn. Stat. Sec. 174.52 and all rules related thereto.
- D. If the Public Entity fails to use the proceeds of the LRIP Grant for the purposes set forth in Section 2.03, the Grant Application, and in accordance with the LRIP.
- E. If the Public Entity fails to operate the Real Property for the purposes specified in Section 2.04.
- F. If the Public Entity fails to complete the Project by the Completion Date.
- G. If the Public Entity sells or transfers any portion of its ownership interest in the Real Property without first obtaining the written consent of both MnDOT and the Commissioner.
- H. If the Public Entity fails to provide any additional funds needed to fully pay for the Project.
- I. If the Public Entity fails to supply the funds needed to operate the Real Property in the manner specified in Section 2.04.

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

Section 2.08 **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of MnDOT, MnDOT or the Commissioner may enforce any or all of the following remedies.

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

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

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained herein within 30 days of demand by the Commissioner, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor

of MnDOT and/or the Commissioner, then such amount may, unless precluded by law, be offset against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

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

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

Section 2.11 Termination of Agreement and Modification of LRIP Grant.

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

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

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

Article III

COMPLIANCE WITH MINNESOTA STATUTE, SEC. 16A.695 AND THE COMMISSIONER'S ORDER

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

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

A. It will not use the Real Property or use or invest the LRIP Grant or any other sums treated as "bond proceeds" under Section 148 of the Code (including "investment proceeds," "invested sinking funds" and "replacement proceeds") in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Code Section 148.

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

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

Article IV

DISBURSEMENT OF GRANT PROCEEDS

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

Advances shall only be for expenses that (i) are for those items of a capital nature delineated in Source and Use of Funds that is attached as **Exhibit A**, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the LRIP Grant, or (iii) have otherwise been consented to, in writing, by the Commissioner.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate

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

Formula #1:

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

Formula #2:

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

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

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

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

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

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

Section 4.03 Additional Funds. If MnDOT shall at any time in good faith determine that the sum of the undisbursed amount of the LRIP Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then MnDOT may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in MnDOT's notice.

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

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

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

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

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

Article V MISCELLANEOUS

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

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

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

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

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

Section 5.04 **Recordkeeping and Reporting.** The Public Entity shall maintain books and records pertaining to Project costs and expenses needed to comply with the requirements contained herein, Minn. Stat. Sec. 16A.695, the Commissioner's Order, and Minn. Stat. Sec. 174.52 and all rules related thereto, and upon request shall allow MnDOT, its auditors, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract all of such items. The Public Entity shall use generally accepted accounting principles in the maintenance of such items, and shall retain all of such books and records for a period of six years after the date that the Project is fully completed and placed into operation.

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

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

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

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

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

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

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

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

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

Section 5.10 **Waiver.** Neither the failure by the Public Entity, MnDOT, or the Commissioner, as a third party beneficiary of the Agreement, in one or more instances to insist upon the complete observance or performance of any provision hereof, nor the failure of the Public Entity, MnDOT, or the Commissioner to exercise any right or remedy conferred hereunder or afforded by law shall be construed as waiving any

breach of such provision or the right to exercise such right or remedy thereafter. In addition, no delay by any of the Public Entity, MnDOT, or the Commissioner in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

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

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

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

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

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

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

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

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

Section 5.19 Non-Discrimination. The Public Entity agrees to not engage in discriminatory employment practices regarding the Project and it shall fully comply with all of the provisions contained in

Minnesota Statutes Chapters 363A and 181, as such may subsequently be amended or replaced from time to time.

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

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

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

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

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

Section 5.25 **Telecommunications Certification.** If federal funds are included in **Exhibit A**, by signing this agreement, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Contractor will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.

Section 5.26 **Title VI/Non-discrimination Assurances.** Public Entity agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in **Exhibit A**, Public Entity will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. MnDOT may conduct a review of the Public Entity's compliance with this provision. The Public Entity must cooperate with MnDOT throughout the review process by supplying all requested information and documentation to MnDOT, making Public Entity staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by MnDOT.

Section 5.27 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

Section 5.28 **Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

CITY OF PLYMOUTH

RESOLUTION No. 2025-093

RESOLUTION AWARDING CONTRACT AND APPROVING SUPPLEMENTAL AGREEMENT FOR CHANKAHDA TRAIL RECONSTRUCTION PROJECT - PHASE 3 (ST240002)

WHEREAS, pursuant to an advertisement for bids for the Chankahda Trail Reconstruction Project – Phase 3, bids were received, opened and tabulated according to State law, and the following bids were received complying with the advertisement:

Contractor	Total Bid
New Look Contracting, Inc.	\$11,387,952.50
Eureka Construction, Inc.	\$11,532,628.70
Park Construction Company	\$11,672,361.20
C.S. McCrossan Construction, Inc.	\$12,827,314.80
S.M. Hentges & Sons, Inc.	\$13,582,974.76
<i>Engineers Estimate</i>	<i>\$13,255,233.50</i>

WHEREAS, it appears that New Look Contracting, Inc. of Rogers, MN, is the lowest responsible bidder, complying with the minimum qualifications; and

WHEREAS, the City Engineer recommends awarding the project to New Look Contracting, Inc;
and

WHEREAS, Kimley Horn and Associates, 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 Kimley Horn and Associates, Inc. to provide construction engineering services including construction administration, inspection, and construction staking at a cost of \$1,394,055.

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

1. The Mayor and City Manager are authorized and directed to enter into the contract with New Look Contracting, Inc. of Rogers, MN, in the name of the City of Plymouth for the Chankahda Trail Reconstruction Project – Phase 3 according to the plans and specifications therefore approved by the City Council and on file in the office of the City Engineer in the amount of \$11,387,952.50.
2. The supplemental agreement with Kimley Horn and Associates, Inc. is hereby approved at a cost of \$1,394,055.

3. The total cost of the project is \$15,910,000 and includes the improvements in the amount of \$11,387,952.50, easement acquisition in the amount of \$685,000, engineering and administration in the amount of \$2,697,550, and contingency in the amount of \$1,139,497.50.

BE IT FURTHER RESOLVED, that the project may be funded through a combination of an Interfund Loan, State bonds, and the Street Reconstruction Fund, and be reimbursed by TIF funding.

APPROVED by the City Council on this 8th day of April, 2025.

CITY OF PLYMOUTH

RESOLUTION No. 2025-094

RESOLUTION APPROVING GRANT AGREEMENT WITH THE STATE OF MINNESOTA FOR THE CHANKAHDA TRAIL RECONSTRUCTION PROJECT - PHASE 3 (ST240002)

WHEREAS, the Chankahda Trail Reconstruction Project – Phase 3 is listed in the 2025-2034 Capital Improvement Plan; and

WHEREAS, the project involves reconstruction of Chankahda Trail from Vicksburg Lane to Northwest Boulevard to meet city standards and also includes trail improvements, storm sewer improvements, and water quality improvements; and

WHEREAS, the City of Plymouth has applied to the Commissioner of Transportation for a grant from the Local Road Improvement Fund; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be \$800,000 by lowest responsible bid.

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

1. The City agrees to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.52, and will pay any additional amount by which the cost exceeds the estimate and will return to the Local Road Improvement Fund any amount appropriated for the project but not required.
2. The Grant Agreement (MnDOT Agreement No. 1059554) between the State of Minnesota and the City of Plymouth is approved.
3. The Mayor and City Manager are authorized and directed to execute said grant agreement, and any amendments to the agreement.

APPROVED by the City Council on this 8th day of April, 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 April 8, 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 _____, _____.

Jodi M. Gallup, City Clerk

CITY OF PLYMOUTH

RESOLUTION No. 2025-095

RESOLUTION APPROVING GRANT AGREEMENT WITH THE STATE OF MINNESOTA FOR THE CHANKAHDA TRAIL RECONSTRUCTION PROJECT - PHASE 3 (ST240002)

WHEREAS, the Chankahda Trail Reconstruction Project – Phase 3 is listed in the 2025-2034 Capital Improvement Plan; and

WHEREAS, the project involves reconstruction of Chankahda Trail from Vicksburg Lane to Northwest Boulevard to meet city standards and also includes trail improvements, storm sewer improvements, and water quality improvements; and

WHEREAS, the City of Plymouth has applied to the Commissioner of Transportation for a grant from the Local Road Improvement Fund; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be \$5,082,505 by lowest responsible bid.

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

1. The City agrees to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.52, and will pay any additional amount by which the cost exceeds the estimate and will return to the Local Road Improvement Fund any amount appropriated for the project but not required.
2. The Grant Agreement (MnDOT Agreement No. 1059552) between the State of Minnesota and the City of Plymouth is approved.
3. The Mayor and City Manager are authorized and directed to execute said grant agreement, and any amendments to the agreement.

APPROVED by the City Council on this 8th day of April, 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 April 8, 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 _____, _____.

Jodi M. Gallup, City Clerk



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: Ben Scharenbroich, Water Resources Supervisor

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

Item: **Approve wetland replacement plan application for the Plymouth Ice Center Rear Parking Lot, Culvert Extension and Trail Project (SRP202201)**

1. Action Requested:

Adopt attached resolution approving the wetland replacement plan application for the Plymouth Ice Center Rear Parking Lot, Culvert Extension and Trail Project (SRP202201)

2. Background:

The Plymouth Ice Center Parking Lot and Trail Improvement Project proposes to impact a small portion of a 56.6 acre wetland to install a trail connection that is Americans with Disabilities Act (ADA) compliant. The project applicant submitted a Wetland Conservation Act (WCA) wetland replacement plan application to the city. The plan is proposed to impact 0.04 acres of wetland or 1,742 square feet. Wetland mitigation is proposed at a 2:1 ratio as a purchase of 0.08 acres of wetland banking credits from wetland bank #1643 (Engstrom), Hennepin County, major watershed 20, bank service area 7. Wetland mitigation is outlined in the attached Wetland Mitigation Table.

3. Budget Impact:

This project is included in the 2025-2034 Capital Improvement Plan at an estimated cost of \$2,365,000 which includes wetland replacement costs.

4. Attachments:

1. Wetland Mitigation Table
2. Resolution

Wetland mitigation is proposed to be according to the following table:

Summary of Impacts	Basin Size (square feet)		Impacted Area (square feet)	Impacted Area (acres)	WCA Required Replacement Credit at 2:1 ratio (acres)
	Wetland 1	2,465,496.0	1,742.4	0.04	0.08
	Total	2,465,496.0	1742.4	0.04	0.08
Summary of Replacement	Wetland Restoration Credit:		NA		Notes: Credits taken from wetland banks located within Hennepin County (Bank Service Area 7).
	Wetland Buffer Credit:		NA		
	Wetland Bank Credits: Bank #1643 (Engstrom)		0.04		
	Total Replacement Credit (acres)		0.08		



CITY OF PLYMOUTH

RESOLUTION No. 2025-096

RESOLUTION APPROVING THE FILLING OF WETLANDS AND THE WETLAND REPLACEMENT PLAN APPLICATION FOR THE PLYMOUTH ICE CENTER REAR PARKING LOT, CULVERT EXTENSION AND TRAIL PROJECT (SRP202201) SW ¼ SECTION 16, T118N, R22W

WHEREAS, the City of Plymouth proposes to mitigate for wetland impacts associated with the Plymouth Ice Center Rear Parking Lot, Culvert Extension and Trail Project; and

WHEREAS, a replacement plan application was prepared replacing the wetland at a minimum 2:1 ratio as required by the Wetland Conservation Act; and

WHEREAS, wetland mitigation for the Plymouth Ice Center Rear Parking Lot, Culvert Extension and Trail Project shall be in the form of 0.04 of wetland bank credits from wetland Bank #1643 (Engstrom – Hennepin County); and

WHEREAS, the replacement plan meets the requirements of the Wetland Conservation Act.

NOW, THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA, that the filling of wetlands and the Wetland Replacement Plan application for the Plymouth Ice Center Rear Parking Lot, Culvert Extension and Trail Project is approved and subject to the condition that prior to wetland impacts, the city shall submit a fully executed application for Withdrawal of Wetland Credits from the Minnesota Wetland Bank.

APPROVED by the City Council on this 8th day of April, 2025.

To: Dave Callister, City Manager

Prepared by: Lori Sommers, Planning Manager

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 June 21, 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. City Council approved an extension at the February 25, 2025, meeting. Staff is recommending that this item be continued to June 21, 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

From: Matt Alexander <malexander@northshoredp.com>
Sent: Thursday, March 27, 2025 8:47 AM
To: Lori Sommers; Josh McKinney
Subject: Re: 2024085: Extension

Thanks, Lori – I would like to extend this application another 60 days. Please let me know if you need anything else from me.

Thanks,

MATT ALEXANDER PRINCIPAL

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

MOBILE 952.250.5485
MALEXANDER@NORTHSHOREDP.COM

From: Lori Sommers <lsommers@plymouthmn.gov>
Date: Thursday, March 27, 2025 at 8:44 AM
To: Matt Alexander <malexander@northshoredp.com>, Josh McKinney <jmckinney@measuregrp.com>
Subject: RE: 2024085: Extension

Good morning.

I wanted to reach out to you, since the city has not received an application for the rezoning, preliminary plat etc. for the project.

The deadline for the extension is approaching – April 22. Please let me know if you plan on providing another extension, preferably a long timeframe, or withdrawing the application at this time.

If you plan on an extension, I will need to get a memo into the next Council packet noting what your next steps are.

Thanks.

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

Plymouth, Minnesota | Adding Quality to Life

To: Dave Callister, City Manager

Prepared by: Natalie Dorcy, Office Support Specialist

Reviewed by: Jodi Gallup, City Clerk

Item: **Approve tobacco license application of Plymouth outlet Plus LLC d/b/a Plymouth tobacco and cigar, 4130 Berkshire Lane North, Suite E**

1. Action Requested:

Adopt attached resolution approving tobacco license application of Plymouth outlet Plus LLC d/b/a Plymouth tobacco and cigar, 4130 Berkshire Lane North, Suite E.

2. Background:

Plymouth outlet Plus LLC d/b/a Plymouth tobacco and cigar has submitted an application for a tobacco license located at 4130 Berkshire Lane North, Suite E. This is an existing establishment currently owned by Plymouth Express One Inc d/b/a Plymouth Tobacco and Cigar. The tradename of the establishment will remain the same with a slight variation to capitalization.

3. Budget Impact:

License fee has been received.

4. Attachments:

1. City Council Resolution 2025-097

CITY OF PLYMOUTH

RESOLUTION No. 2025-097

RESOLUTION APPROVING TOBACCO LICENSE APPLICATION OF PLYMOUTH OUTLET PLUS LLC D/B/A PLYMOUTH TOBACCO AND CIGAR, 4130 BERKSHIRE LANE NORTH, SUITE E

WHEREAS, Plymouth outlet Plus LLC d/b/a Plymouth tobacco and cigar, has submitted a tobacco license application for Plymouth tobacco and cigar located at 4130 Berkshire Lane North, Suite E; and

WHEREAS, the license fee has been received.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that the tobacco license application submitted by Plymouth outlet Plus for Plymouth tobacco and cigar at 4130 Berkshire Lane North, Suite E is approved for a license period to expire December 31, 2025.

APPROVED by the City Council on this 8th day of April, 2025.

To: Dave Callister, City Manager

Prepared by: Steven Schmidt, Housing Manager

Reviewed by: Grant Fernelius, CED Director

Item: **Approve 2025 CDBG Annual Action Plan, 2025-2029 Consolidated Plan, and Citizen Participation Plan**

1. Action Requested:

Approve 2025 CDBG Annual Action Plan, 2025-2029 Consolidated Plan, and Citizen Participation Plan

2. Background:

The Community Development Block Grant (CDBG) is a federally funded program administered by the U.S. Department of Housing & Urban Development (HUD). It's intended to support community development activities to build stronger and more resilient communities. The CDBG program has three national objectives and in order for an activity to be eligible, it must meet one of the three national objectives listed below.

1. Benefit low- and moderate-income individuals
2. Aid in the prevention or elimination of slums or blight
3. Meet community needs that present a serious or immediate threat to the overall health or welfare of the community.

Since 1994, the City of Plymouth has annually received a CDBG allocation for being an entitlement community and a member of the Hennepin County Consortium. The HRA continues to carry out identified activities that best serve the housing and community development needs of the city. These activities include preserving the City's housing stock, improving housing affordability, providing essential social services, and supporting fair housing activities.

Staff anticipates that for the 2025 program year, which runs from July 1, 2025, to June 30, 2026, HUD will allocate \$252,284 to the City of Plymouth. The HRA allocates these funds in three different ways to accomplish identified activities within the City: 1) internal programs, 2) external programs, and 3) public service programs. HUD regulates the amount of CDBG funds that may be provided for public service programs. The amount may not exceed 15% of the city's total allocation plus 15% of the prior year's program income. For PY 2025, the maximum allocation amount may not exceed \$57,535. Through the annual public service RFP process, \$55,000 is recommended for allocation to public services, as detailed below. This leaves \$277,284 for internal and external housing programs as in the attachment.

3. Budget Impact:

N/A

4. Attachments:

1. CDBG-staff report attachment
2. Draft 2025-2029 Consolidated Plan, 2025 Annual Action Plan and Citizen Participation Plan
3. City Council Resolution 2025-098
4. City Council Resolution 2025-099
5. City Council Resolution 2025-100

TABLES AND DESCRIPTIONS:

Table 1.1: Recommended Allocations for CDBG PY 2025

	Agency	Amount Requested	Estimated 2024 Carryover Funds	2025 Funding Recommended	Program Income	Total Amount Available
Internal	Housing Rehab Programs	NA	\$0	\$93,784	\$40,000	\$133,784
	First Time Homebuyer Program	NA	\$15,000	\$70,000	\$40,000	\$125,000
	CDBG Administration	NA	\$0	\$30,000	-	\$30,000
External	Hammer Residences – Public Facilities Improvements	\$31,000	\$4,281	\$31,000	-	\$35,281
	Homes Within Reach - Community Land Trust	\$50,000	\$0	\$50,000	-	\$50,000
	Fair Housing Activities	NA	\$0	\$2,500	-	\$2,500
+1	Housing Program Total:	\$81,000	\$19,281	\$277,284	\$ 80,000	\$376,565
	Lutheran Social Services	\$5,000	\$681	\$6,000		\$6,000
Public Service	PRISM	\$35,000	\$4,514	\$15,000	-	\$15,000
	HOME Line	\$17,136	\$278	\$11,000	-	\$11,000
	Interfaith Outreach	\$35,586	\$0	\$11,000	-	\$11,000
	Senior Community Services	\$20,000	\$0	\$12,000	-	\$12,000
	Public Service Total:	\$112,722	\$5,473	\$55,000	-	\$55,000
GRAND TOTAL:		\$193,722	\$24,754	\$332,284	\$80,000	\$431,565

HRA ADMINISTERED PROGRAMS:

Staff recommends an allocation of \$193,784 to HRA administered programs as further described below.

The HRA administers two programs internally with CDBG funds: (1) First Time Homebuyer Program, (2) Housing Rehabilitation Program.

The FTHB program assisted four homebuyers with the purchase of a home in program year 2023. More than 15 applications were received. This reflects a significant need for the assistance offered by this program. The housing market trend of low inventory and rising home prices will continue to make it difficult for potential home buyers to find properties that are affordable. Staff recommend allocating **\$70,000** in funds to the FTHB program in the 2025 program year to assist a similar number of homebuyers (2-4) as in the current program year and previous program year.

The Housing Rehab Programs have assisted, on average, seven households per year over the past five years. Staff recommends allocating **\$93,784** to the Housing Rehab Programs, which along with expected program income and carryover funds should be sufficient to provide 4-6 rehab loans and emergency repair grants.

Both the First Time Homebuyer and Housing Rehab Programs generate income from the repayment of deferred loans. Repayments occur when a homeowner moves or refinances their first mortgage. Program income received during program year 2023 was exceptionally low (\$36,940) relative to other recent years (\$166,575.27 in PY 2022). As of 3/20/2025, \$131,284 of program income was received during PY 2024. Staff is conservatively budgeting \$80,000 of program income received during PY 2025.

Additionally, the HRA allocates a portion of CDBG funds towards administration costs of the CDBG grant. HUD regulates the amount of funds that can be spent on administration to no more than 20 percent of the total allocation plus current year program income. For PY 2025, the maximum allocation amount is \$66,457. Staff requests that **\$30,000** be allocated for administration.

Table 1.2: Internal Programs Allocation for CDBG PY 2025

Housing Program	Proposed Activity	Estimated 2024 Carryover Funds	2025 Funding Recommendation	Estimated Program Income	Total Amount Available
Housing Rehab	Provide 2 deferred loans and 2 grants	\$0	\$93,784	\$40,000	\$133,784
First Time Homebuyer	Provide 2 loans to assist with down payment and closing cost assistance	\$15,000	\$70,000	\$40,000	\$125,000
CDBG Administration	Program Administration	-	\$30,000	-	\$30,000
	TOTAL:	\$15,000	\$193,784	\$80,000	\$288,784

RECOMMENDATIONS FOR EXTERNAL PROGRAMS:

Staff recommends an allocation of \$83,500 to external administered programs as further described below.

There are three external programs – (1) Hammer Residences, (2) Homes Within Reach Community Land Trust, (3) Fair Housing Implementation Council.

The Hammer Residences Public Facilities Improvements account assists with the rehabilitation of affordable long-term rental units for people with disabilities. Hammer Residences has a long history of working with the City and the HRA to provide affordable housing for adults with development disabilities. Staff recommends an allocation of **\$31,000** be awarded to Hammer Residences in PY 2025 to support their request of funds. Their request includes renovations and accessibility improvements to three homes. Work includes; removal of a knee wall between a kitchen and dining area to increase capacity and usability of the space for the residents and staff; mitigating trip hazards from the concrete surface of a heavily trafficked outdoor gathering space; removal of a unsafe deck that is currently not in use due to poor condition; removal of carpet and installation of vinyl flooring in a bedroom and in walkways, decreasing fall risk and increasing ease of movement for individuals with limited mobility, including individuals using wheelchairs, walkers.

Homes Within Reach (HWR) helps low- and moderate-income families purchase homes at a reduced price through a community land trust. The land trust retains ownership of the land and sells the physical structure to an eligible buyer. In the 2021 program year, HWR purchased its first home in the City for inclusion in the land trust. Each program year since, CDBG funding has assisted with the purchase of an additional home to be included in the land trust and sold to a low or moderate income household. In addition, the CDBG allocation will leverage other sources of funds from Hennepin County, Minnesota Housing, and other private organizations and donors to purchase and rehab a home. Staff recommends an allocation of **\$50,000** for HWR to purchase a home for the land trust.

Finally, the City is a member of the Fair Housing Implementation Council (FHIC), which was established to coordinate a regional effort to ensure fair housing for all. The FHIC is currently planning analyses and fair housing activities to continue into the upcoming 2025-2029 contract period. Staff recommends **\$2,500** be allocated for the continuation of this effort.

Table 1.3: External Programs Allocation for CDBG PY 2025

Housing Program	Proposed Activity	Amount Requested	Estimated 2024 Carryover Funds	2025 Funding Recommendation	Total Amount Available
Hammer Residences – Public Facilities Improvements	Assist with renovation of 3 affordable long-term rental homes with 12 total units for people with disabilities	\$31,000	\$4,281	\$31,000	\$35,281
Homes Within Reach -Community Land Trust	Supplemental grant funding to purchase another home	\$50,000	\$0	\$50,000	\$50,000
Fair Housing Activities	Outreach, education, and enforcement actives in the Consortium	-	\$0	\$2,500	\$2,500
	TOTAL:	\$81,000	\$4,281	\$83,500	\$87,781

RECOMMENDATIONS FOR PUBLIC SERVICES:

Staff recommends an allocation of \$55,000 to public service activities as further described below.

The HRA allocates a portion of CDBG funds to community organizations to undertake public service activities. These activities are directed towards low- and moderate-income individuals.

Staff solicited five social service agencies to submit a public service application and also posted the Request for Funding application on the City website. Five agencies have requested CDBG funds to continue programs currently being supported by the City. Staff evaluated and ranked each proposal based on the following criteria:

- Feasibility: the likelihood that the proposed project may be completed within the timeline proposed and within reasonable parameters of risk
- Organizational Capacity: the likelihood of the organization being able to complete the proposed project
- Leverage of Other Funds: the extent to which the proposal demonstrates the involvement of local partnerships and the extent to which other funds are leveraged

Table 1.4: Public Service Programs Allocation for CDBG PY 2025

Agency	Proposed Activity	Amount Requested	Estimated 2024 Carryover Funds	2025 Funding Recommended	Total Amount Available
PRISM	Provide homelessness prevention services to 12 households	\$35,000	\$4,514	\$15,000	\$15,000
HOME Line	Provide a tenant hotline and represent tenants in negotiations to preserve affordable housing to 240 households	\$17,136	\$278	\$11,000	\$11,000
Lutheran Social Services of MN	Provide foreclosure prevention, rehab, prepurchase and reverse mortgage counseling to 60 households	\$5,000	\$681	\$6,000	\$6,000
Interfaith Outreach	Provide housing assistance and homelessness prevention to 9 households	\$35,586	\$0	\$11,000	\$11,000
Senior Community Services	Provide minor home maintenance services for 100 senior residents	\$20,000	\$0	\$12,000	\$12,000
	TOTAL:	\$112,722	\$5,473	\$55,000	\$55,000

PY 2024 CDBG Action Plan Progress (as of 3/20/2025)

Goals	Progress	PY 2024 Balance	PY 2025 Allocation	Program Income	Committed Funds	Balance
Rehabilitate 7 homes through deferred loans of up to \$40,000	4 rehab loans in progress, 1 ER granted, 5 additional applications received	\$44,816	\$93,784	\$46,801	\$80,000	\$11,617
Provide 3 first time homebuyer deferred loans up to \$35,000	12 pre-qualified applicants, 2 applicant funds committed	\$105,000	\$70,000	\$84,483	\$70,000	\$113,483
Assist with the rehab of 4 affordable rental units operated by Hammer Residences, Inc.	4 units scheduled for rehab work to be completed early spring	\$31,500	\$31,000	-	\$17,219	\$14,281
Assist with the purchase of 1 home for Homes Within Reach's land trust	Search for home is ongoing	\$50,000	\$50,000	-	\$0	\$0
Provide 50 households homeownership and financial counseling services through Lutheran Social Services of MN	10 households served	\$1,700	\$6,000	-	\$1,019	\$681
Provide services to 220 renters households through HOME Line	168 households served	\$693	\$11,000	-	\$415	\$278
Provide services to 56 seniors with the H.O.M.E (Household and Outside Maintenance for Elderly) program through S.C.S.	39 seniors served	\$0	\$12,000	-	\$0	\$0
Provide homelessness prevention assistance to 12 households through PRISM.	2 households served	\$11,288	\$15,000	-	\$6,771	\$4,514
Provide homelessness prevention assistance to 7 households through Interfaith Outreach.	4 households served	\$0	\$11,000	-	\$10,000	\$0
Fair Housing Activities	Outreach, education, and enforcement activities	\$0	\$2,500	-	\$0	\$0
CDBG Administration	Administration Services	\$12,206	\$30,000	-	\$0	\$12,206
TOTALS:		\$257,203	\$332,284	\$131,284	\$185,424	\$207,060

Summary of 2025 CDBG Public Service Funding Applications

- **HOME Line**

- ❖ Amount requested: \$17,136
- ❖ Amount recommended: \$11,000

HOME Line's application is to support their tenant hotline staffed by 7 full-time attorneys, 5 half-time attorneys, 1 full-time volunteer coordinator, 4 tenant advocates, and volunteer phone advocates (primarily law students from three area law schools). 5 staff members are multilingual, able to advise renters in Spanish, Hmong, and Somali. For over 30 years HOME Line has provided legal advice and representation to renter families faced with eviction as part of their Homeless Prevention Program. The hotline received 19,933 new calls statewide last year; 252 of those calls were from households in Plymouth. The number of Plymouth renter households served through the hotline in 2024 increased from 2023 by 2%, showing steady need and utilization of the hotline in the city. The application stated there are at least 31 different funding sources to support their program and emphasized that Plymouth's long-standing support of HOME Line proves very helpful in convincing other funders to support the program. For the 2025 program year HOME Line anticipates assisting at least 240 Plymouth renter households, preventing at least 20 evictions for Plymouth households.

- **Interfaith Outreach & Community Partners**

- ❖ Amount requested: \$35,586
- ❖ Amount recommended: \$11,000

Interfaith Outreach's application is to support their Emergency Financial Assistance program. The program provides 1-3 months of emergency rent assistance for households facing eviction. Once immediate needs are addressed, program participants have access to continued services such as case management and employment connections, to help households work towards increased stability. CDBG funding will be used for the direct rent assistance for participants. To demonstrate need, IOCP cites the significant difference between average Plymouth rental costs and average household incomes. Of the participants Interfaith Outreach served in 2024, the average household income was \$28,330 and 62% of the household income went toward housing costs. IOCP anticipates that CDBG funds will prevent homelessness for 5-10 Plymouth households through emergency rent assistance during the 2025 Program Year.

- **Lutheran Social Services of Minnesota (LSS)**

- ❖ Amount requested: \$5,000
- ❖ Amount recommended: \$6,000

LSS' application is to provide financial coaching and counseling services to current and aspiring Plymouth residents. The focus of the counseling is for aspiring homeowners, current homeowners that express concerns about their mortgage or property taxes, and current homeowners interested in reverse mortgages. These services aim to help families and individuals move toward improved financial health and building/maintaining wealth, with attentiveness to populations that are financially vulnerable and face barriers to financial wellness and wealth building. To demonstrate need, LSS highlights that 21% of households in

Plymouth are cost burdened by housing (meaning they pay more than 30% of their income for housing costs) In the 2025 program year, LSS anticipates serving 50 Plymouth households with CDBG funds. The anticipated outcomes of the services include improved credit scores and credit awareness, increased access to loans, individualized monthly budgets, debt management plans, increased savings, and improved preparedness to purchase a home.

- **People Responding in Social Ministry (PRISM)**

- ❖ Amount requested: \$35,000
- ❖ Amount recommended: \$15,000

PRISM's application is to support their Homelessness Prevention program. Since 1982 the Homelessness Prevention program has provided rental and mortgage assistance, stabilizing community resource referrals, and tenant advocacy to Plymouth households at-risk of homelessness due to a crisis, financial hardship, or temporary circumstance. In conjunction with emergency financial assistance, PRISM offers participants basic needs services, including their Marketplace Food Shelf, clothing programs, and school supply distribution. Though they are not funded through the city's CDBG, PRISM highlights these basic needs programs throughout their application and estimates the programs will serve 1,500 Plymouth residents. PRISM argues the ongoing need for the Homelessness Prevention program by stating that 31% of all calls the organization receives are from Plymouth residents struggling to find affordable housing, and that Plymouth residents represent over 25% of all households served. During the 2025 program year, PRISM anticipates CDBG funding will provide rental assistance for 8-12 Plymouth households, as well as supporting organizational staffing costs.

- **Senior Community Services (SCS)**

- ❖ Amount requested: \$20,000
- ❖ Amount recommended: \$12,000

SCS's application is to support their Home and Outside Maintenance (HOME) program. For over 30 years the HOME program has served Plymouth senior residents who live independently, providing maintenance, safety assessments and installations, cleaning, seasonal yard care, and technical support. Services are either offered on a sliding scale fee or at no cost to the resident. SCS argues that their HOME program in Plymouth meets a crucial community need by catering to the well-being and independence of its senior population, particularly those with special needs or limited incomes, ensuring the residents receive vital services.

The number of Plymouth households served increased from 2023 to 2024 by 37%. SCS expects this increase to hold and anticipates serving a similar number of households during the 2025 CDBG program year.

List of Agencies Solicited 2025 Subgrantee Applications
(Community & Economic Development Housing Division)

Public service agency:

HOME Line

Interfaith Outreach and Community Partners (IOCP)

People Responding In Social Ministry (PRISM)

Lutheran Social Service of Minnesota (LSS)

Senior Community Services

Other agencies:

Hammer

Homes Within Reach (WHAHLT)

2025 CDBG Subgrantee Staff Ranking

Evaluation Criteria	Applicants	HOME Line '24 - \$10,000	PRISM '24 - \$14,000	IOCP '24 - \$10,000	SCS '24 - \$12,000	LSS '24 - \$5,000	Totals: '24 - \$47,000
<i>Program Feasibility:</i> Program needed in Plymouth		5	3	3	3	5	
Program financially feasible		5	5	1	1	1	
Program will have significant impact		3	3	3	3	3	
<i>Organizational Capacity:</i> Organization has strong & expected ongoing capacity to complete program		5	5	3	5	5	
Organization has capacity to meet CDBG & reporting requirements		5	5	5	5	5	
Organization has successfully completed similar programs		5	5	5	5	5	
Organization has sufficient, qualified staff for program		5	5	3	5	5	
<i>Leveraging Ability:</i> Leverage of other funds, in-kind donations, and partnerships		1	5	5	5	3	
POINT TOTAL		34	36	28	32	32	

CD\Housing\HRA\CDBG\Action Plan\2022\Social Services\CDBG Public Service Staff Ranking

2025 CDBG Public Service Evaluation Criteria

Evaluation Criteria	5	3	1
Program Feasibility: Program needed in Plymouth	Only service in area and proven client base	Service may be provided by others but client base documents need for multiple service providers	Service provided by others as well and minimal client base or no documented need
Program financially feasible	Funding sources documented, indicating exact level of commitment and time frame for expending funds, Percentage of Plymouth funds <= percentage of Plymouth service	Funding sources documented but commitment/time frame not well documented. Percentage of funds = percentage of Plymouth service	Funding sources, commitments, and time frame for expending not well documented. Percentage of Plymouth funds > percentage of Plymouth service
Program will have significant impact	Program's anticipated results addresses the identified need	Program's anticipated results are reasonable to the identified needs	Program's anticipated results do not address the identified needs
Organizational Capacity: Organization has strong & expected ongoing capacity to complete program	Organization has 10+year history and staff dedicated to the program	Organization has 5-10 year history with staff dedicated to the program	Organization has less than 5 year history or no staff dedicated to the program
Organization has capacity to meet CDBG and reporting requirements	Organization has procedures in place that demonstrate timely and accurate reporting and has worked with HUD grants before indicating and understanding of HUD grant requirements	Organization has reporting procedures in place that demonstrate adequate reporting and has worked with HUD grants before	Organization has improper reporting procedures and has never worked with HUD grants before
Organization has successfully completed similar programs	Organization has operated same program with good audit reports and assisted large client base	Organization has operated similar program with adequate audit reports and assisted medium client base	Organization has not operated similar program and has not assisted a client base of a similar type
Organization has sufficient, qualified staff for the program	Organization has well trained and experienced staff and supervisory staff appropriate to the service and clients	Organization has sufficiently trained staff appropriate to the service or clients	Organization has inadequate staffing for the service and clients
Leveraging Ability: Leverage of other funds, in-kind donations, and partnerships	Application identifies leveraged funds, in kind donations and partnerships amounting to at least 2:1 ratio of funds requested	Application identifies leveraged funds, in kind donations and partnerships amounting to a match of funds requested	Application identifies no leveraged funds, in kind donations or partnerships
Other:			

Executive Summary

ES-05 Executive Summary – 24 CFR 91.200(c), 91.220(b)

1. Introduction

Plymouth is a Community Development Block Grant (CDBG) Entitlement Grantee and a member of the Hennepin County Consortium, which includes suburban Hennepin County as well as the cities of Bloomington, Eden Prairie, and Plymouth. This document contains those sections of the Consortium Consolidated Plan and Annual Action Plan with information specific to the City of Plymouth and its CDBG programs. The City of Plymouth will utilize CDBG funds to achieve the goals that best serve the housing and community development needs of the City and the Consortium.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

Plymouth will carry out activities that will provide for the preservation of the City's housing stock, improve housing affordability, provide essential social services, and support fair housing activities. The city will continue to provide 0% interest deferred loans for housing rehabilitation and first-time homebuyers city-wide. The City will also provide capital funding to assist with the improvement of residential public facilities for disabled individuals and with acquisition of property for inclusion in a community land trust. Lastly, the City will provide CDBG funds to support fair housing implementation.

3. Evaluation of past performance

The City of Plymouth has a long history of actively working to preserve and upgrade the condition of its housing, maintain housing affordability, and provide needed social services. The CDBG-funded single-family rehabilitation loan program (including lead-based paint abatement) and first-time homebuyer loan program have been successful and important parts of these efforts. Each year the city evaluates its performance relative to its Consolidated Plan goals through the Consolidated Annual Performance Evaluation Report (CAPER). As the 2024 program year comes to an end, the city continues to make progress toward meeting all its Consolidated Plan goals for the period from 2020-2024. The only exception is the number of households receiving first time homebuyer assistance, which has experienced limited activity due to a slowdown in the local housing market, changing lending criteria among first mortgage lenders, and high housing costs.

Fair Housing continues to be a focus of the City of Plymouth. In CDBG program year 2024, the Fair Housing Implementation Council funded three fair housing activities guided by the Analysis of

Impediments to Fair Housing. Activities from HOME Line, Affordable Housing Connections, and the Minnesota Homeownership Center were made available to City of Plymouth beneficiaries.

4. Summary of citizen participation process and consultation process

The City of Plymouth is part of the Hennepin County Consortium, and therefore the City's Action Plan is part of the Hennepin County Consortium Action Plan. The City has a Citizen Participation Plan that mirrors other Hennepin County Consortium members' Citizen Participation Plans, which calls for the Hennepin County Consortium Action Plan to be made available for public comment 30 days prior to its submission to HUD.

In addition to public hearings conducted by the County Board, the City of Plymouth Housing and Redevelopment Authority (HRA) will hold a public hearing to receive comments regarding the annual projects and activities to be funded. The public hearing will be held on February 20, 2025 and ask the public to comment on the proposed activities. Notice of the public hearing will be published in the official local newspaper on February 20, 2025 and on the City's website which offers translation services to the four most commonly spoken languages in the City – Hmong, Somali, Russian and Spanish. The City of Plymouth holds these public hearings at times and locations convenient to potential and actual beneficiaries.

Technical assistance is provided to any group representing very low and low-income persons that want to develop funding proposals for any of the programs covered by the Consolidated Plan. The City of Plymouth meets regularly with concerned agencies and groups to review and discuss affordable housing efforts and to identify ways in which the City of Plymouth can better serve the entire community with the resources available, including CDBG funding.

5. Summary of public comments

The City of Plymouth will hold public hearing at the March 27, 2025 Housing & Redevelopment Authority meeting. Written comments will be accepted from February 25, 2025 to March 27, 2025 and notice of the comment period and draft Action Plan will be published in the official local newspaper on February 20, 2025, and on February 27, 2025.

6. Summary of comments or views not accepted and the reasons for not accepting them

Comments may be made during the public comment period from February 25, 2025 to March 27, 2025 and may be made or presented at the public hearing on March 27, 2025. Summary of comments or views "Not Accepted" is to be determined.

7. Summary

The City of Plymouth will follow regulatory requirements as outlined in 24 CFR 91.105 Citizen Participation Plan to encourage participation from its citizens. The Public Comment Period and the Public Hearing Notice will be initiated by posting notification in the local newspaper, on the city website, and by placing physical copies of the Annual Action Plan at the Plymouth Library, Plymouth Community Center, and City Hall.

Plymouth will carry out activities that will provide for the preservation of the City's housing stock, improve housing affordability, provide essential social services, and support fair housing activities. The City will continue to provide 0% interest deferred loans for housing rehabilitation and first-time homebuyers city-wide. The City will also provide capital funding to assist with the improvement of residential public facilities for disabled individuals and with acquisition of property for inclusion in a community land trust. Lastly, the City will provide CDBG funds to support fair housing implementation.

The Process

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	PLYMOUTH	Housing & Redevelopment Authority

Table 1– Responsible Agencies

Narrative

The City of Plymouth is a CDBG entitlement community. Plymouth is also a member of the HOME consortium of suburban Hennepin County. Therefore, the County serves as the lead agency in the overall development and submittal of the Consolidated Plan for participating jurisdictions, including CDBG grantees.

Consolidated Plan Public Contact Information

City of Plymouth Housing & Redevelopment Authority

Attn: Grant Fernelius, Executive Director

Phone: 763-509-5056; Email: gfernelius@plymouthmn.gov

3400 Plymouth Boulevard

Plymouth, MN 55447

PR-10 Consultation - 91.100, 91.110, 91.200(b), 91.300(b), 91.215(l) and 91.315(l)

1. Introduction

The development of the Hennepin County Consortium Consolidated Plan was led by Hennepin County. Because many of the agencies that work within the city also work county-wide, it was determined that only one contact needed to be made to these organizations. The responses in this section reflect the work completed by Hennepin County and outlined in the overall Consortium Consolidated Plan as well as work completed by the City of Plymouth.

These activities are coordinated by Hennepin County at the local level. One of Hennepin County's services to enhance coordination includes development of a unit to focus specifically on housing stability for all county clients. Their work is to develop strategies to enhance prevention, support, and development of housing to meet the needs of residents within the county. Additionally, the county works with the City of Plymouth to provide assistance through the Continuum of Care department which works with HOME funds and the Office to End Homelessness

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

Where appropriate, staff refers organizations and service agencies to each other to coordinate efforts. The City of Plymouth coordinates with programs such as PRISM's Housing Program which helps to make emergency payments to keep residents in their homes for a short period of time. The City also works with IOCP to refer residents to their Neighborhood Program which aims to build healthy, connected neighborhoods that can assist one another. The City coordinates with SCS's HOME program, which provides low barrier essential services related to home maintenance and accessibility to the City's senior residents. The City of Plymouth also works to connect residents who are in need of legal advice with tenant advocacy groups such as HOME Line.

In addition to collaboratively working with these service agencies, the City has a close relationship with Hennepin County and refers any resident that may have additional home or mental health needs to a network of people within the County that are equipped to address issues that may arise for Plymouth residents. The City of Plymouth also works with residents through the public safety department and the code enforcement department to assist in getting residents the help they may need. Lastly, City staff regularly encourage residents and prospective residents to utilize Housing Link as a general tool to assist with finding additional resources and affordable housing.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

Coordination is completed by the Minneapolis/Hennepin County Continuum of Care and the Office to End Homelessness. If a resident of Plymouth is facing homelessness, the City would first refer to the program through the County to help assist the resident's issues. Additionally, the City would contact partner agencies such as IOCP's Neighborhood Program, PRISM's Housing Program, HOME Line, and LSS of MN to assist with potential foreclosure counseling depending on the needs of the resident. Hennepin County Coordinated Entry works with agencies in the Northwest Metro. The city works to contact Continuum of Care staff at Hennepin County to assist with Plymouth residents that are at risk of or experiencing homelessness.

The Minneapolis/Hennepin County Continuum of Care (CoC) & Hennepin Housing Stability convene CoC members around specific target populations (Youth Collaborative, Family Services Network, Veteran Committee) and intervention types (Shelter Efficiency Network, The Outreach Group) in order to coordinate and develop new collective strategies to make homelessness rare, brief and non-recurring. The CoC's Executive Committee coordinates these strategies, and the Funding Committee evaluates existing and proposed projects for service and reallocates funds to meet emerging needs.

All homeless designated housing programs that receive public funding are required to fill all vacancies through referrals from the Coordinated Entry System (CES). This allows for a system-wide assessment and prioritization of people most in need of each housing type. All permanent supportive housing projects prioritize chronically homeless persons and families, considering chronicity, length of time HUD homeless, and disability status, alongside household preferences.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

Plymouth does not receive ESG funds.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

Table 2– Agencies, groups, **organizations** who participated

1	Agency/Group/Organization	HOME Line
	Agency/Group/Organization Type	Services - Housing
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	HOME Line was consulted through the Hennepin County Consortium Consolidated Plan process and the city's annual non-profit funding review. The consultation confirmed an ongoing need for legal advocacy services for low/moderate income tenant households in Plymouth and suburban Hennepin County. See narrative in AP-85.
2	Agency/Group/Organization	People Responding in Social Ministry (PRISM)
	Agency/Group/Organization Type	Services - Housing
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	PRISM was consulted through the Hennepin County Consortium Consolidated Plan process and the city's annual non-profit funding review. The consultation confirmed an ongoing need for emergency housing assistance and homelessness prevention services for low/moderate income households in Plymouth and suburban Hennepin County. See narrative in AP-85.
3	Agency/Group/Organization	Lutheran Social Services (LSS)
	Agency/Group/Organization Type	Services - Housing
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Lutheran Social Services was consulted through the Hennepin County Consolidated Plan process and the city's annual non-profit funding review. The consultation confirmed an ongoing need for housing counseling for low/moderate income households in Plymouth and suburban Hennepin County. See narrative in AP-85.
4	Agency/Group/Organization	Hammer Residences
	Agency/Group/Organization Type	Housing Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Hammer Residences was consulted through the Hennepin County Consolidated Plan process and the city's annual non-profit funding review. The consultation confirmed an ongoing need for rehabilitated rental housing for low/moderate income households with development disabilities in Plymouth and suburban Hennepin County. See narrative in AP-85.
5	Agency/Group/Organization	Senior Community Services (SCS)
	Agency/Group/Organization Type	Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	SCS was consulted through the Hennepin County Consolidated Plan process and the city's annual non-profit funding review. The consultation confirmed an ongoing need for household maintenance assistance for low/moderate income senior households in Plymouth and suburban Hennepin County. See narrative in AP-85.

6	Agency/Group/Organization	Lutheran Social Service
	Agency/Group/Organization Type	Services - Housing
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Lutheran Social Services was consulted through the Hennepin County Consolidated Plan process and the city's annual non-profit funding review. The consultation confirmed an ongoing need for housing counseling for low/moderate income households in Plymouth and suburban Hennepin County. See narrative in AP-85.
7	Agency/Group/Organization	City of Plymouth
	Agency/Group/Organization Type	PHA Grantee Department
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Housing Choice Voucher (HCV) Department(which acts as the PHA for the City of Plymouth) was consulted throughout the needs assessment and goal setting process for the Consolidated Plan. Additionally, HCV staff are consulted periodically to identify local housing needs. Staff will refer residents to HousingLink to assist with finding housing and anticipate higher outcomes of finding housing that fits their needs.

8	Agency/Group/Organization	City of New Hope
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Economic Development Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	In addition to participating in the Consortium survey, the City of New Hope and Plymouth city staff regularly discuss community development and housing needs. Consultation will help develop Priority Needs and Goals.
9	Agency/Group/Organization	City of Maple Grove
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Economic Development Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	In addition to participating in the Consortium survey, the City of Maple Grove and Plymouth city staff regularly discuss community development and housing needs. Consultation will help develop Priority Needs and Goals.
10	Agency/Group/Organization	City of Minnetonka
	Agency/Group/Organization Type	Other government - Local

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Economic Development Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	In addition to participating in the Consortium survey, the City of Minnetonka and Plymouth city staff regularly discuss community development and housing needs. Consultation will help develop Priority Needs and Goals.
11	Agency/Group/Organization	Metropolitan Council - Metro HRA
	Agency/Group/Organization Type	Housing PHA Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Plymouth and the Metropolitan Council regularly coordinate and communicate regarding economic/community development and affordable housing issues including coordination between the Housing Policy Plan and the Consolidated Plan. Goals in the Consolidated Plan may overlap with Metropolitan Council affordable housing goals for cities.

12	Agency/Group/Organization	Office to End Homelessness
	Agency/Group/Organization Type	Housing PHA Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing Services - Victims Health Agency Child Welfare Agency Publicly Funded Institution/System of Care Other government - Federal Other government - County Other government - Local Regional organization Planning organization Business Leaders Civic Leaders Business and Civic Leaders Foundation Neighborhood Organization

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Office to End Homelessness has played a key role in the development of all housing and homeless-related sections of the plan. Coordination will continue throughout the plan.

13	Agency/Group/Organization	Hennepin County Human Services and Public Health Department
	Agency/Group/Organization Type	Housing PHA Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing Services - Victims Health Agency Child Welfare Agency Publicly Funded Institution/System of Care Other government - Federal Other government - State Other government - County Other government - Local Regional organization Business and Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Consortium staff meets with staff from Hennepin County Human Services and Public Health Department (HSPHD) regarding market conditions, housing needs, gaps in service, and recommendations for priorities. Additionally, HSPHD staff participates in HOME application reviews.
14	Agency/Group/Organization	Minnesota Department of Health
	Agency/Group/Organization Type	Health Agency Other government - State
	What section of the Plan was addressed by Consultation?	Lead-based Paint Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	MDH was consulted regarding data on child lead poisoning. Consultation was used to develop the Lead-based paint strategy of this Plan.
15	Agency/Group/Organization	Interfaith Outreach Community Partners (IOCP)
	Agency/Group/Organization Type	Services-homeless Services-Education
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Families with children
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Interfaith Outreach was consulted through the Hennepin County Consolidated Plan process and the city's annual non-profit funding review. The consultation confirmed an ongoing need for homelessness assistance for low/moderate income households in Plymouth and suburban Hennepin County. See AP-85 narrative.

Identify any Agency Types not consulted and provide rationale for not consulting

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Consolidated Plan

PLYMOUTH

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Plymouth was actively involved in the Consortium consultation, development, and citizen participation process led by Hennepin County for the 2025-2029 Consolidated Plan. All agency types were consulted through the Consortium's Consolidated Plan development and goal-setting process.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Hennepin County	The Plymouth CDBG Action Plan and Five-Year Consolidated Plan identified homelessness prevention activities as important goals. This includes direct homelessness prevention housing assistance as well as foreclosure prevention counseling and tenant advocacy to prevent eviction.
Comprehensive Plan	City of Plymouth	The Plymouth CDBG Action Plan and Five-Year Consolidated Plan have significant overlap with the Plymouth Comprehensive Plan. In particular, both the CDBG Action Plan and the Housing section of the Comprehensive Plan identify several goals related to providing affordable and well-maintained housing that is accessible for all income levels, household types, and life cycle stages.
Metropolitan Council	Metropolitan Council	The Plymouth CDBG Action Plan and Five-Year Consolidated Plan have overlap with the Housing Policy Plan. Both plans identify priorities related to maintaining existing affordable housing stock and providing a mix of affordable housing options for households of all life stages and economic means.

Table 3– Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(I))

Narrative

The City of Plymouth works closely with the Hennepin County Consortium in the implementation of the Consolidated Plan. The Consortium includes Hennepin County and several units of local government, including Bloomington and Eden Prairie. Staff representing each member of

the Consortium meet regularly to coordinate the creation and implementation of the Consolidated Plan, and to share outcomes from each of the cities' housing and economic development programs. The City of Plymouth also works with a variety of State Agencies on different aspects of the plan, such as the Minnesota Housing Finance Agency, the Department of Employment and Economic Development, and the Minnesota Department of Health. Coordination with the State includes utilizing state funding programs for economic development, and consulting with state agencies on data and regulations for lead-based paint, and environmental review.

Plymouth also works with the Metropolitan Council to coordinate regional economic/community development goals, as well as affordable housing issues including coordination between the Housing Policy Plan and the Consolidated Plan. Goals in the Consolidated Plan often overlap with Metropolitan Council affordable housing goals for cities.

The Plymouth CDBG program attempts to address the widest range of needs possible despite limited resources. Both the Consolidated Plan and the Action Plan identify a variety of goals to promote housing affordability, provide suitable and well-maintained housing, and accessibility to needed social services. These goals were developed in consultation with numerous public, non-profit, and private sector partners, and agencies during the 2025-2029 Consolidated Plan process and the concurrent 2025 Annual Action Plan process. In December 2024 Hennepin County, in coordination with the Consortium, conducted an online survey to assist with identifying and prioritizing goals for the goal development process.

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PR-15 Citizen Participation - 91.105, 91.115, 91.200(c) and 91.300(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

The Consortium supports and encourages the participation of citizens, community groups, and other interested agencies both in the development and the evaluation of the Plan's programs and activities. The Hennepin County Consortium worked with area community-based organizations to obtain input from residents through an online survey. Plymouth advertised the survey through its website, social media, and email. The City of Plymouth is part of the Hennepin County Consortium, and therefore the City's Action Plan is part of the Hennepin County Consortium Action Plan. The City has a Citizen Participation Plan that mirrors other Hennepin County Consortium members' Citizen Participation Plans, which calls for the Hennepin County Consortium Action Plan to be made available for public comment 30 days prior to its submission to HUD.

In addition to public hearings conducted by the County Board, the City of Plymouth will hold a public hearing to receive comments regarding the annual projects and activities to be funded. The Plymouth Housing and Redevelopment Authority will hold a public hearing on March 27, 2025 and ask the public to comment on the proposed activities. The City of Plymouth holds these public hearings at times and locations convenient to potential and actual beneficiaries. Notice of the public comment period and the public hearing will be published in the official local newspaper on February 20, 2025, and on February 27, 2025, as well as posted on the City website. Written comments will be accepted from February 25, 2025 to March 27, 2025 prior to the City of Plymouth City Council authorization of the 2025 Annual Action Plan on April 8, 2025.

Plymouth's citizen participation process includes an RFP process that allows non-profit agencies to apply for CDBG funding. Notice was published in the Sun Sailor on November 28, 2024, requesting CDBG public service proposals. Technical assistance is provided to any group representing very low and low-income persons that want to develop funding proposals for any of the programs covered by the Consolidated Plan.

Plymouth will consider any future comments received from the public during the 5-Year Consolidated Plan period, either informally or through the formal citizen participation process associated with each Annual Action Plan. All comments received will be evaluated by staff, and amendments to the goals of the Plan will be considered if warranted. Any resulting changes to Plan goals would be made in accordance with the procedures outlined in the City's Citizen Participation Plan.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Non-targeted/broad community	To be updated after conclusion of public hearing and public comment period.	TBD	TBD	
2	Newspaper Ad	Non-targeted/broad community	To be updated after conclusion of public hearing and public comment period.	TBD	TBD	
3	Internet Outreach	Non-targeted/broad community	To be updated after conclusion of public hearing and public comment period.	TBD	TBD	https://www.plymouthmn.gov/departments/community-economic-development/housing

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Internet Outreach - survey	Non-targeted/broad community	Over 2000 people completed the survey.	Increase affordable housing, emergency assistance and senior services.	NA	https://www.hennepin.us/your-government/research-data/housing-plans-accomplishments

Table 4– Citizen Participation Outreach

Needs Assessment

NA-05 Overview

Needs Assessment Overview

The City of Plymouth, through its Comprehensive Plan, Housing Goals/Housing Action Plan with the Metropolitan Council, and annual CDBG Action Plan, regularly reviews the city's housing and community development needs.

NA-50 Non-Housing Community Development Needs - 91.415, 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

Due to a growing population and continued new residential development, the City is in need of new public facilities, schools, and park space. However, these Public Facility needs will be met through local funding sources. Plymouth has a park dedication fee associated with new developments so that additional park space may be created in conjunction with the addition of new households to the City. Other public facility needs are met through local funding sources such as property taxes.

How were these needs determined?

The needs were determined through a capital improvement plan, which is based upon city staff technical expertise, input from elected officials, and resident input.

Describe the jurisdiction's need for Public Improvements:

The city maintains a comprehensive capital improvement plan where public improvements such as roadways, trails, and sewers are identified for maintenance and repair or for expansion. This 5-year plan outlines when those improvements will take place, as well as the source of their funding. These needs are currently met by local funding sources including user fees and property taxes.

How were these needs determined?

The needs were determined through a capital improvement plan, which is based upon city staff technical expertise, input from elected officials, and resident input.

Describe the jurisdiction's need for Public Services:

Public services for low-income households are needed to address a wide variety of high priority needs such as fair housing, homeownership programs, emergency assistance, homelessness prevention, senior services, counseling for at-risk youth, and other support services.

How were these needs determined?

Social service organizations and agencies serving residents in the City of Plymouth were consulted regarding the current and future needs for Public Services. Because these organizations interact with persons and households in need of public services on a daily basis, they have first-hand knowledge of the need present in the community as well as insight on trends in how needs in the community are changing. Additionally, the Hennepin County Consortium conducted a survey with public service

agencies and established need based upon a number of criteria more specifically described in the Hennepin County section of this plan.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

The City of Plymouth, through its Comprehensive Plan and Housing Goals/Housing Action Plan with the Metropolitan Council, regularly reviews the market. The review helps the city to determine what areas it needs to focus on in order to make housing and other services available to all residents of the community.

MA-45 Non-Housing Community Development Assets - 91.410, 91.210(f)

Introduction

This section relates to non-housing community development assets. Cities seeking assistance under the CDBG program are required to provide a concise summary of the priority non-housing community development needs eligible for assistance under CDBG eligibility categories, in accordance with a table prescribed by HUD.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	81	172	0	0	0
Arts, Entertainment, Accommodations	2,857	2,383	9	6	-3
Construction	1,088	2,202	3	5	2
Education and Health Care Services	5,939	3,737	18	9	-9
Finance, Insurance, and Real Estate	4,504	3,917	14	9	-5
Information	1,003	697	3	2	-1
Manufacturing	3,685	10,368	11	24	13
Other Services	1,189	1,267	4	3	-1
Professional, Scientific, Management Services	6,104	6,794	19	16	-3
Public Administration	0	0	0	0	0
Retail Trade	3,232	3,979	10	9	-1
Transportation and Warehousing	652	662	2	2	0
Wholesale Trade	2,424	7,052	7	16	9
Total	32,758	43,230	--	--	--

Table 5 - Business Activity

Data Source: 2011-2015 ACS (Workers), 2015 Longitudinal Employer-Household Dynamics (Jobs)

Labor Force

Total Population in the Civilian Labor Force	42,675
Civilian Employed Population 16 years and over	41,785
Unemployment Rate	1.5%

Table 6 - Labor Force

Data Source: DP03 2023 ACS 1-Year Estimates Data Profiles

Occupations by Sector	Number of People
Management, business, science and arts	27,394
Natural Resources, construction, and maintenance occupations	2,559
Service	3,680
Sales and office	5,140
Production, transportation and material moving	3,012

Table 7 – Occupations by Sector

Data Source: DP03 2023 ACS 1-Year Estimates Data Profiles

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	24,131	75.4%
30-59 Minutes	7,559	23.6%
60 or More Minutes	314	1%
Total	32,004	100%

Table 8 - Travel Time

Data Source: B08303 2023 ACS 1-Year Estimates Detailed Tables

Education:

Educational Attainment by Employment Status (Population 25 to 64 Years)

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	461	39	281
High school graduate (includes equivalency)	2,717	73	751
Some college or Associate's degree	7,171	368	1,394
Bachelor's degree or higher	26,778	244	2,670

Table 9 - Educational Attainment by Employment Status

Data Source: B23006 2023 ACS 5-Year Estimates Detailed Tables

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–64 yrs	65+ yrs
Less than 9th grade	0	91	0	149	68
9th to 12th grade, no diploma	843	85	291	328	150
High school graduate, GED, or alternative	906	1,118	580	1,788	2,101
Some college, no degree	1,053	1,372	1,557	2,262	2,656
Associate's degree	342	585	895	1,195	731
Bachelor's degree	837	4,022	4,484	7,163	4,308
Graduate or professional degree	0	1,113	4,005	7,101	3,031

Table 10 - Educational Attainment by Age

Data Source: B15001 2023 ACS 1-Year Estimates Subject Tables

Educational Attainment (Population 25 years and over with earnings) – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	40,015
High school graduate (includes equivalency)	45,527
Some college or Associate's degree	53,468
Bachelor's degree	95,720
Graduate or professional degree	110,368

Table 11 – Median Earnings in the Past 12 Months

Data Source: S1501 2023 ACS 5-Year Estimates Subject Tables

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

The largest employment sectors for jobs located within the City of Plymouth are Manufacturing (24% of jobs), Professional/Scientific/Management Services (16% of jobs) and Wholesale Trade (16% of jobs). The major employment sectors for employed residents living within the City of Plymouth are Professional/Scientific/Management Services (19%), Education and Healthcare Services (18%), and Finance, Insurance & Real Estate (14%).

Describe the workforce and infrastructure needs of the business community:

The business community in Plymouth requires a diverse workforce due to the broad array of industry types located in Plymouth, ranging from Manufacturing and Wholesale Trade to Professional, Scientific and Management Services. The business community thus requires a workforce with a mix of skills, training and education. The data above indicates Plymouth has a larger share of jobs in Manufacturing and Wholesale Trade than employed residents who work in those industries. In other words, employees at Manufacturing and Wholesale Trade jobs located in Plymouth are generally commuting in from other communities. This may indicate a need for additional workforce housing options in Plymouth.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period.

Describe any needs for workforce development, business support or infrastructure these changes may create.

Several of Plymouth's small and mid-size manufacturing companies are planning expansions in the near future, as evidenced by planning and building permit applications received within the last 12 months. These employment expansions will result in the addition of new jobs in the City of Plymouth. Major and minor employment expansions may create additional need for transportation infrastructure, workforce development, and workforce housing.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

The skills and education of the current workforce generally correspond well to the employment opportunities within the City and in nearby communities. Overall unemployment within the City of Plymouth is 1.5%. While this represents a decrease since the previous Consolidated Plan period, there is still a need for a.) educational and workforce development opportunities for high-school and college-age workers, and b.) more entry-level employment opportunities.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

Workforce training initiatives in Plymouth are generally provided by County and State agencies.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

No

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

N/A

Discussion

The City of Plymouth is generally characterized by low unemployment rates and stable, diverse, and growing business/employment across a variety of industry types. Due to a limited annual CDBG allocation and the extensive regulatory requirements associated with federally-assisted

economic development activities, the City of Plymouth has prioritized utilizing its CDBG resources for activities which improve housing and provide public services for LMI households, rather than for economic development activities. However, the City of Plymouth does pursue other resources to achieve its economic development goals when appropriate, such as tax increment financing (TIF) for workforce housing and State grants to support employment expansion.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

For the purposes of this section, "concentration" is defined as census tracts where more than 40% of low- and moderate-income (LMI) households experience multiple housing problems. The most common housing problem among LMI households in Plymouth is cost burden, which is common to LMI households across the City. Problems of overcrowding and substandard housing are not common in Plymouth. There are no census tracts in Plymouth where more than 40% of LMI households experience overcrowding or substandard housing. Thus, there are no areas in Plymouth that meet the above definition of concentration of multiple housing problems. Rather, it is accurate to say the problem of cost-burden is prevalent among LMI households in all areas of the City and is not specific to any particular geographic area.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

The Consolidated Plan regulations require that grantees define the term "area of minority concentration" and then identify and describe those areas in the jurisdiction that meet the definition. For the purposes of this section, "area of minority concentration" is defined as a census tract containing more than 40% of households which are of racial or ethnic minorities. As displayed in the maps below based on American Community Survey data provided by HUD, two census tracts in Plymouth have areas of minority concentration.

The Consolidated Plan regulations also require that grantees define the term "area of low-income concentration" and then identify and describe those areas in the jurisdiction that meet the definition. For the purposes of this section "area of low-income concentration" is defined as a census tract containing more than 40% of households which are low-income. As displayed in the below maps based on American Community Survey data provided by HUD, Plymouth does not have any areas where low-income families are concentrated.

What are the characteristics of the market in these areas/neighborhoods?

N/A - there are no areas in Plymouth where households with multiple housing problems are concentrated, nor any areas where low-income families are concentrated.

Are there any community assets in these areas/neighborhoods?

N/A - there are no areas in Plymouth where households with multiple housing problems are concentrated, nor any areas where low-income families are concentrated.

Are there other strategic opportunities in any of these areas?

N/A - there are no areas in Plymouth where households with multiple housing problems are concentrated, nor any areas where low-income families are concentrated.

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The City of Plymouth will award the majority of the public/social services funds to activities that meet a high priority need from the 2025-2029 Consolidated Plan. Remaining funds will be allocated to the secondary priority activities with focus on targeting greatest needs.

Highest Priority Public Service Activities of the City of Plymouth

- Homelessness Prevention and Support Services (supportive services to prevent homelessness that may include financial assistance of up to three consecutive months of financial assistance for housing and related costs)
- Activities for households with incomes below 80% AMI

Secondary Priority Public Service Activities of the City of Plymouth

- Senior Services
- Tenant Advocacy and counseling
- Financial Literacy and counseling

Other than public service activities, Plymouth has identified overarching Priority Needs which include:

- Preserve and Create Multifamily Rental Opportunities
- Preserve and Create Single Family Homeownership Opportunities
- Promote Education, Outreach, and Services

All activities must promote equal access to all members of our community and people with low and moderate incomes.

To address these Priority Needs, the city has identified a series of goals, including the following:

- Homeowner rehabilitation assistance
- Direct homebuyer assistance
- Facilities for Persons with Disabilities
- Homeowner education
- Senior services
- Homelessness prevention
- Tenant counseling
- Homeownership Creation

SP-10 Geographic Priorities - 91.415, 91.215(a)(1)

Geographic Area

Table 12 - Geographic Priority Areas

1	Area Name:	City of Plymouth
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Housing
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	

General Allocation Priorities

Describe the basis for allocating investments geographically within the city

The Plymouth CDBG programs will be available to low/moderate income households city-wide and will not be geographically targeted. Plymouth's CDBG programs are provided on a limited clientele basis (available to all qualifying households in the City) rather than an area-benefit basis (principally benefitting or available only to households within a specific area). Because the housing problems such as cost-burden are experienced by LMI households across the City and are not concentrated to any particular areas, Plymouth makes its CDBG programs available to LMI households city-wide.

SP-25 Priority Needs - 91.415, 91.215(a)(2)

Priority Needs

Table 13 – Priority Needs Summary

1	Priority Need Name	Preserve/Create Multifamily Rental Opportunities
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities
	Geographic Areas Affected	City of Plymouth
	Associated Goals	Rental housing rehabilitation
	Description	The high proportion of extremely low and low-income renter households with housing problems that are severely cost burdened indicates a significant need for new affordable rental units, as well as a need to preserve existing publicly subsidized units that are in jeopardy of losing assistance. The goals reflect the economic realities of the financial structures of rental housing development. While serving very low-income households is the highest priority, it is difficult to exclusively serve this target population, therefore serving low-income renters is also a high priority.
	Basis for Relative Priority	Due to extremely low vacancy rates, and high levels of cost burdened households (as identified in the Needs Analysis section of this plan), the development of multifamily housing is a high priority. Community partners and consulted agencies universally rated affordable rental housing as a high priority need in the survey and meetings.
2	Priority Need Name	Preserve/Create Single Family Homeownership
	Priority Level	High

	Population	Extremely Low Low Moderate Large Families Families with Children Elderly
	Geographic Areas Affected	City of Plymouth
	Associated Goals	Homeowner rehabilitation assistance Direct homebuyer assistance
	Description	This need includes the following: • Rehabilitation assistance for homeowners which provides low interest loans for the rehabilitation of owner-occupied housing. • Property acquisition/rehabilitation/construction of single family housing to be occupied by homeowners. • Direct homebuyer assistance to bridge the gap between a mortgage a household can afford and the cost of the home.
	Basis for Relative Priority	The Consortium rated preserving existing and creating ownership housing as high priority need in the survey and in meetings. Affordable homeownership is also rated as a high priority need by the city. Extremely low and low-income households are the priority population. Homeowner rehab is a priority to those at extremely low, very low and low incomes who may not otherwise be able to make health and safety renovations to their homes. The high proportion of Consortium low-income owner households that have needed housing repairs and improvements are severely cost burdened. A significant need for affordable assistance to owners to remain in their homes and maintain the housing stock was recognized by the Consortium as a Priority Need. This need was also echoed through citizen participation and consultation.
3	Priority Need Name	Education, outreach and services.
	Priority Level	High

	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development
	Geographic Areas Affected	City of Plymouth
	Associated Goals	Homeowner education Senior services Homelessness prevention Tenant counseling Fair Housing Emergency Services

	Description	Education, outreach, and social services, include supportive service needs of persons who are not homeless. There is a continued need to support a variety of education, outreach and services activities (public services), including: • Fair housing activities • Financial literacy • Tenant advocacy • Homelessness prevention and support services • Emergency assistance • Senior center programming • Senior services
	Basis for Relative Priority	The Consortium reviewed the city and community partner education, outreach and services survey results and its experience with implementation of the prior Five Year Consolidated Plan. Goals were established based upon a number of criteria, including: • Impact on a large number of low-income households • Unique needs of particular geographic areas and/or populations • Ability of CDBG funds to leverage other public and private funding sources • The absence (or loss) of other funding sources • The past success of projects and activities in meeting the needs of their clients • The support of the community for these projects and activities These types of services were deemed to be a high priority by our partners and help support the needs of income-eligible residents throughout the City.
4	Priority Need Name	Neighborhood Revitalization
	Priority Level	Low
	Population	Extremely Low Low Moderate
	Geographic Areas Affected	City of Plymouth

	Associated Goals	Homeowner Rehabilitation
	Description	This need includes the following: • Acquisition or demolition of blighted properties • Code enforcement • Build or improve public facilities/infrastructure
	Basis for Relative Priority	The Consortium reviewed city and community partner survey neighborhood revitalization results and its experience with implementation of the prior Five Year Consolidated Plan. Goals were established based upon a number of criteria, including: • Impact on a large number of low-income households • Unique needs of particular geographic areas and/or populations • Ability of CDBG funds to leverage other public and private funding sources • The absence (or loss) of other funding sources • The past success of projects and activities in meeting the needs of their clients • The support of the community for these projects and activities Neighborhood revitalization activities were deemed to be a high priority by the Consortium as a whole. However, the City of Plymouth has a lesser need for these activities based upon the above criteria, so this need is given a lower priority in the portion of the Plan specific to Plymouth.
5	Priority Need Name	Housing Opportunities for Homeless Populations
	Priority Level	High
	Population	Extremely Low Chronic Homelessness
	Geographic Areas Affected	City of Plymouth
	Associated Goals	Homelessness Prevention
	Description	Support stabilization of households at risk of homelessness through supportive services, tenant advocacy, and emergency rental assistance.

	Basis for Relative Priority	The city of Plymouth does not have a chronically homeless population. However, there are residents of Plymouth who are at risk of becoming homeless. Relevant services, such as one-time rental assistance are available through PRISM, IOCP, HOME Line, and LSS to prevent households from becoming homeless.
6	Priority Need Name	Economic Development
	Priority Level	Low
	Population	Extremely Low Low Moderate
	Geographic Areas Affected	City of Plymouth
	Associated Goals	Homeowner Rehabilitation
	Description	Economic development strategies, including business assistance, improve the local economy and expand economic opportunities.
	Basis for Relative Priority	The Consortium reviewed data and city/community partner economic development survey results. Economic development priorities established by HUD were also considered. Goals were established based upon a number of criteria, including: • Impact on a large number of low-income households • Unique needs of particular geographic areas and/or populations • Ability of CDBG funds to leverage other public and private funding • The absence (or loss) of other funding sources • The past success of projects and activities in meeting the needs of their clients • The support of the community for these projects and activities Economic development activities were deemed to be a high priority by our partners and help expand economic opportunities. The City of Plymouth has a lesser need for these activities based upon the above criteria, so this need is given a lower priority in the portion of the Plan specific to Plymouth.
7	Priority Need Name	Fair Housing
	Priority Level	High

	Population	Extremely Low Low Moderate
	Geographic Areas Affected	City of Plymouth
	Associated Goals	Fair Housing
	Description	The City of Plymouth works with the Fair Housing Implementation Council (FHIC) to identify and address fair housing needs throughout the metro area, with specific focus on Plymouth.
	Basis for Relative Priority	Fair Housing is a high priority for the city due to the many issues that low and moderate income renters face.

Narrative (Optional)

The City of Plymouth set five-year Priority Needs based on:

- Data described throughout the plan
- Regional Analysis of Impediments
- Resources available to meet the priorities
- Input from the Citizen Participation/consultation process
- Consideration of the high priorities already established by HUD and Consortium members in various plans, such as the Continuum of Care and Heading Home Hennepin.

The Plan uses the CDBG definitions as described below:

- Extremely low-income: Households earning up to and including 30% of area median income.
- Low-income: Households earning between 31% up to and including 50% of area median income.
- Moderate-income: Households earning between 51% up to and including 80% of area median income.

The City of Plymouth has established goals based on current funding resource allocations remaining constant over the 5-year period.

The Priority Levels for the Needs listed above were established based on Hennepin County Consortium's Scope of Services, the community consultation, needs assessment, and market analysis processes

described within this plan. Additionally, the historical outcomes of the City's CDBG and other housing and economic development programs.

SP-35 Anticipated Resources - 91.420(b), 91.215(a)(4), 91.220(c)(1,2)

Introduction

During the 2025 program year, the city anticipates receiving an annual allocation of \$252,284 and \$80,000 in program income for a total available funding amount of \$332,284.

The city expects to receive approximately \$320,000 per year in CDBG funds from 2025-2029. This includes an estimated \$240,000 allocation and \$80,000 of program income.

If the allocation amount is higher or lower than the anticipated figure, Plymouth will proportionally increase or decrease program funding accordingly to match actual allocation amounts. Subgrantee project funding will proportionally increase or decrease accordingly to maintain compliance with the public services cap.

The Plymouth HRA intends to pursue all possible resources to address its planned 2025 program year activities. The following list provides information on other sources of funds that are used for community development and housing programs within the City of Plymouth.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	252,284	80,000	170,000	502,284	1,280,000	For the 2025 CDBG program year, Plymouth anticipates a CDBG allocation of \$252,452. Additionally, \$80,000 of program income and \$135,870 of carryover from prior-year CDBG activities is anticipated. For the remainder of the 5-year Consolidated Plan period, Plymouth estimates an annual CDBG allocation of \$240,000, based on funding trends. Program income of \$80,000 is projected annually.
LIHTC	public - federal	Housing	0	0	0	0	0	The HRA has been working with several private developers to utilize this resource to create new affordable apartment units. The HRA will continue to pursue opportunities to use LIHTC when possible.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
Section 8	public - federal	Admin and Planning Housing	0	0	0	0	0	Currently the Plymouth HRA has funding for 250 vouchers (including 40 vouchers for non-elderly disabled and 10 VASH vouchers). There are another 100 voucher holders residing in Plymouth who ported in from other jurisdictions.
Tax Exempt Bond Proceeds	public - local	Housing	0	0	0	0	0	Since 1995, the City has issued \$58,795,000.00 in tax-exempt housing revenue bonds and \$7,290,000.00 in taxable housing revenue bonds for the acquisition, re-financing and/ or renovation of 893 rental apartments. The City required that the owners make a certain percentage of their units affordable to and occupied by low-income households or make an annual payment for the life of the bonds to the HRA's Affordable Housing Account. As a result, 220 of these units are affordable to low-income renters.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
Tax Increment Financing	public - local	Housing	0	0	0	0	0	The City's Tax Increment Housing Assistance Program (TIHAP) makes excess Tax Increments from existing and future Tax Increment Districts in the City available for eligible affordable housing developments. Since 1998 the City and HRA have established seven tax increment financing districts and secured 213 units of affordable housing ranging in affordability between households at or below 30% to 60% AMI. The City will consider the creation of additional TIF districts as appropriate to assist with development of affordable housing units to supplement outside funding.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
Other	public - state	Housing	0	0	0	0	0	Minnesota Housing Finance Agency (MHFA): This agency provides first time homebuyer programs, housing rehabilitation programs, and development and redevelopment financing through their Consolidated RFP process. The HRA also developed a partnership in 2003 with the Center for Energy and Environment (CEE) pertaining to the MHFA Fix-Up Fund and MHFA Deferred Loan Program. While CEE remains the approved lender for the Fix-Up Fund, the HRA works in collaboration with them in marketing the program.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
Other	public - local	Economic Development	0	0	0	0	0	Plymouth Economic Development Fund (PEDF): The Fund was capitalized from the first \$100,000 in principal plus interest to be paid by Value Rx in repayment of a loan from the Minnesota Department of Trade and Economic Development's (DTED) Economic Recovery Program (ERP). The PEDF allows the HRA to provide loans at favorable terms for business activities in the City that could create new jobs, increase the tax base, or leverage other needed economic development funds. The City has issued one loan for \$180,000 to a company that relocated its headquarters to Plymouth.
Other	public - local	Housing	0	0	0	0	0	Plymouth HRA Tax Levy: The HRA has used this levy for several years to provide subsidized rental housing for 195 senior citizen households utilizing approximately \$260,000.00 annually to eligible renters at Plymouth Towne Square and Vicksburg Crossing.

Table 14 - Anticipated Resources

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Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The HRA intends to pursue all possible resources to address its Consolidated Plan & Action Plan goals. There are no specific matching requirements associated with Plymouth's CDBG program, although any opportunities to provide/obtain matching funding will be pursued. For example, clients of the Housing Rehabilitation Loan program are occasionally able to match their Plymouth CDBG loan with grants or loans from other programs, such as for lead abatement.

In addition, Interfaith Outreach & Community Partners (IOCP) has been a very supportive partner of Plymouth's efforts to further affordable housing goals. To this end, IOCP has a significant housing fund to assist in funding affordable housing efforts both in Plymouth and the region.

If appropriate, describe publically owned land or property located within the state that may be used to address the needs identified in the plan

The City of Plymouth owns two senior rental housing developments. Plymouth Towne Square, developed in 1994, has provided 99 affordable housing units / subsidized senior housing units through an annual amount of Plymouth HRA tax levy ranging from \$250,000.00 to \$320,000.00. By providing a deep subsidy, the HRA is working to help the residents at PTS obtain decent, affordable housing and to avoid homelessness. Plymouth Towne Square averaged an occupancy of 99% in 2024. Vicksburg Crossing, built in 2006 with 96 units, offers affordable rents to low- and moderate-income residents. The HRA Board sets rents on an annual basis. A subsidy of \$18,000-\$60,000 from the HRA tax levy helps keep rent levels affordable. Vicksburg Crossings averaged an occupancy of 99% in 2024.

The Plymouth HRA administers a scattered site rental housing program (SSHP) where they own and manage affordable twin home properties. The HRA purchased a 0.6-acre vacant parcel in Plymouth to build and operate a twin home, called Valor Place. The twin home (single building, two units) is available to veterans of the armed services whose households are at or below 60% AMI. The HRA owns and operates the homes with dedicated reserves to keep the rent levels affordable.

Discussion

The City of Plymouth utilizes a variety of federal, state, and local funding sources to meet the goals identified in this plan. This includes sources used on a recurring annual basis such as CDBG, Section 8, state housing agency programs, and the local HRA tax levy. Additional sources such as LIHTC, TIF, and housing revenue bonds have been used on a case by case basis in the past and will continue to be pursued when and where appropriate.

SP-40 Institutional Delivery Structure - 91.415, 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
Plymouth	Government	Ownership Planning Rental	Jurisdiction
Hennepin County	Government	Homelessness Planning Rental	Region
HOME Line	Subrecipient	public services	Jurisdiction
Senior Community Services (SCS)	Subrecipient	public services	Jurisdiction
People Responding in Social Ministry (PRISM)	Subrecipient	public services	Jurisdiction
Hammer Residences	Subrecipient	Facilities for persons with Disabilities	Jurisdiction
Lutheran Social Service (LSS)	Subrecipient	public services	Jurisdiction
Interfaith Outreach Community Partners (IOCP)	Subrecipient	public services	Jurisdiction
West Hennepin Affordable Housing Land Trust	Subrecipient	Ownership	Region

Table 15 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

Hennepin County is the lead agency of the Hennepin County Consortium. Hennepin County is recognized as a capable administrator in delivering a housing and community development system that aligns with federal and county priorities with the assistance of our partner agencies and municipalities. The City of Plymouth is also an experienced administrator of its CDBG programs and has existing partnerships with agencies to deliver a wide range of housing and social services in order to stretch limited funding to meet as many needs as possible.

A significant gap in the institutional delivery system is the need for additional private and/or non-profit developers of new affordable housing in Plymouth. In order to make the most impact given limited funding and the high cost of new housing construction, Plymouth has historically targeted its CDBG funding to the rehabilitation of affordable housing units (both rental and owner-occupied) so that a

larger number of households may be assisted. When possible, Plymouth has partnered with private and non-profit housing developers to provide assistance for the construction of new affordable housing through local funding sources such as Tax Increment Financing, Housing Revenue Bonds, and local tax levies. Because available funding sources are not sufficient to cover the entire costs of new construction, the City must rely on such partners in the private and non-profit sector. In order to address this gap, the City will continue to work with private and non-profit developers in order to find new opportunities to partner in the creation of new affordable housing, and will pursue all available local, state and federal funding sources to provide such assistance when possible.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	X
Legal Assistance	X	X	X
Mortgage Assistance	X		
Rental Assistance	X	X	X
Utilities Assistance	X	X	X
Street Outreach Services			
Law Enforcement	X	X	
Mobile Clinics	X	X	X
Other Street Outreach Services	X	X	X
Supportive Services			
Alcohol & Drug Abuse	X	X	X
Child Care	X	X	
Education	X	X	
Employment and Employment Training	X	X	
Healthcare	X	X	X
HIV/AIDS	X	X	X
Life Skills	X	X	
Mental Health Counseling	X	X	X
Transportation	X	X	X
Other			
Senior Services	X		

Table 16 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

Hennepin County is the principal provider of these services within the Consortium jurisdictions. The County's Family Homeless Prevention and Assistance Program (FHPAP) partners with other funding sources to coordinate service delivery and ensure families gain stable housing whether they need short term rental assistance, financial counseling, job counseling, or legal help. Prevention programs connect people with mainstream services and local nonprofit agencies that work in the area where the family Consolidated Plan PLYMOUTH 46 OMB Control No: 2506-0117 (exp. 07/31/2015) lives. In particular, suburban prevention programs funded by ESG and FHPAP work with specific cities and their food shelves to ensure that families can get support in their local communities. Hennepin County social services are dispersed to "service hubs" in the northwest, west, and south suburbs.

The Office to End Homelessness employed a full-time Adult Discharge Planning Coordinator to work directly with Hennepin County Corrections and the Hennepin County Medical Center to improve discharge strategies and outcomes. As a result, and the advent of the Affordable Care Act, Hennepin County has implemented Hennepin Health, which provides health insurance and wrap around social services, including housing, to Medicaid-eligible single adults. Hennepin County participates in hospital to home programming, so that homeless individuals being discharged from a hospital are provided with housing during their recuperation and help locating permanent housing. Heading Home Hennepin has also worked with County Corrections on a Transition from Jail to Community pilot to help people exiting our Adult Correctional Facility find appropriate and affordable housing.

Hennepin County is committed to outreach and engagement and has a robust street outreach program. Outreach is provided at locations where homeless individuals are known to congregate, including parks, overpasses, abandoned structures, and other places not meant for human habitation. Through outreach efforts, professionals are able to develop relationships with individuals, understand their service and housing preferences, create "best practices," and recommend policy changes and resource development priorities.

The bulk of outreach services to the unsheltered homeless populations are provided by: St. Stephen's Street Outreach Program, People Incorporated - Metro Homeless Outreach Program, Hennepin County - PATH/Access, Minnesota AIDS Project and the StreetWorks Collaborative for Youth. Hennepin County has provided funding for the creation of two Opportunity Centers, which serve as one-stop-shop services centers for single adults and youth. Both centers opened in 2010 and each have over twenty agencies co-located on site.

Finally, the City of Plymouth's partnership with organizations like People Responding in Social Ministry (PRISM) and Interfaith Outreach & Community Partners (IOCP) address the needs of homeless persons in Plymouth. IOCP's Project Success helps homeless and imminently homeless families achieve housing

stability through rent support, emergency assistance, case management, and employment services. PRISM's Homelessness Prevention program provides assistance to families in financial crisis to help maintain stable housing. PRISM also provides wraparound services such as financial literacy education, counseling, and transportation.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

The City of Plymouth and Hennepin County have a strong coalition of service providers who work together to identify precariously housed youth, families, and individuals; and to find safe and decent housing, preventing homelessness.

- Within the homeless population, special niche populations receive services that are tailored to their specific needs. Veterans are offered veteran-specific housing as well as being eligible for permanent supportive housing if they are chronically homeless.
- Our community has developed specific programming for our refugee population, which experiences unique challenges to housing, in part because of their trauma, large family size, lack of English skills, lack of recognized credentials and schooling, and barriers to integrating into American society.
- Chemically-dependent single adults have both sober housing and "wet housing" available, depending on their needs and ability to maintain sobriety.
- While Native Americans are less than one percent of the county's population, they are seven percent of the homeless population and more than one quarter of the unsheltered population. Several Native American focused programs address these specific needs.
- Families homeless grew dramatically during the Great Recession while single adult homelessness grew much more slowly. Funding for family homelessness has responded by redirecting some funds to rapid rehousing services, focusing on repeat shelter users, and expanding capacity to meet this need.
- In Plymouth, Interfaith Outreach & Community Partners' (IOCP) helps homeless and imminently homeless families achieve housing stability. This is accomplished through emergency assistance and case management.
- PRISM's Housing program provides emergency assistance to families in financial crisis to help maintain stable housing. PRISM also provides wraparound services such as financial literacy education, counseling, and transportation.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

The strengths of the delivery system include a diverse and experienced base of housing, community development, and social service providers and organizations. Coordination among the state, the county, and regional and local governments has resulted in significant planning initiatives and working policy groups, such as the Hennepin County and City of Minneapolis Commission to End Homelessness, and the City County Task Force on Lead Hazard Control. One result of this coordination has been the consolidated request for proposal (RFP) issued by public and private funders statewide, including Hennepin County. Annually, the county issues its Coordinated Request for Proposals (CRFP) that includes funding from the county's Affordable Housing Incentive Fund (AHIF), Transit Oriented Development (TOD), Supportive Housing Initiative Fund (SHIF), and Group Residential Housing (GRH), and federal funding from the HOME program and Continuum of Care of the Homeless program. These funding opportunities are further coordinated with federal Community Development Block Grant (CDBG) and Emergency Shelter Grant (ESG) programs. Another example of the effectiveness of the coordination between the Consortium partners is the success of the Consortium in meeting the majority of the Consolidated Plan 2005-2009 goals.

Hennepin County and Minneapolis' 10 year plan to end homelessness, Heading Home Hennepin, has been a collaborative effort driven in large part by the efforts of social service agencies and faith-based organizations who have taken the lead in providing services for the chronically homeless in our community. The City and Hennepin County collaborate to identify the needs and coordinate implementation of the ESG funding through the City-County Office to End Homelessness and Heading Home Hennepin. Over the next five years, Hennepin County will implement a Coordinated Assessment process, bringing together all aspects of the continuum of homeless services into a unified process. Each person seeking homeless services will be assessed within one week for their vulnerability and people will be triaged to the most appropriate level of intervention needed to end their homelessness.

The gaps that do remain in housing delivery result from the shortages of local, state and federal funding, such as rental assistance. Other gaps include remaining fragmentation of certain programs serving special needs populations. Although the consolidated RFP was noted above, a number of other funding sources continue to have separate submission requirements and deadlines. Each funding source also continues to have variations in program complexity and requirements.

SP-45 Goals - 91.415, 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Homeowner rehabilitation assistance	2025	2029	Affordable Housing	City of Plymouth	Preserve/Create Single Family Homeownership	CDBG: \$453,784	Homeowner Housing Rehabilitated: 20 Household Units
2	Direct homebuyer assistance	2025	2029	Affordable Housing	City of Plymouth	Preserve/Create Single Family Homeownership	CDBG: \$350,000	Direct Financial Assistance to Homebuyers: 10 Households Assisted
3	Facilities for Persons with Disabilities	2025	2029	Affordable Housing Non-Homeless Special Needs	City of Plymouth	Preserve/Create Multifamily Rental Opportunities	CDBG: \$151,000	Housing units rehabilitated: 15 Housing Units
4	Homeowner education	2025	2029	Non-Housing Community Development	City of Plymouth	Education, outreach and services.	CDBG: \$26,000	Public service activities other than Low/Moderate Income Housing Benefit: 250 Persons Assisted
5	Senior services	2025	2029	Non-Housing Community Development	City of Plymouth	Education, outreach and services.	CDBG: \$52,000	Public service activities other than Low/Moderate Income Housing Benefit: 500 Persons Assisted
6	Homelessness prevention	2025	2029	Non-Housing Community Development	City of Plymouth	Education, outreach and services.	CDBG: \$107,000	Public service activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
7	Tenant counseling	2025	2029	Non-Housing Community Development	City of Plymouth	Education, outreach and services.	CDBG: \$51,000	Public service activities other than Low/Moderate Income Housing Benefit: 1200 Persons Assisted
8	Homeownership Creation	2025	2029	Non-Housing Community Development	City of Plymouth	Preserve/Create single family homeownership	CDBG: \$260,000	Sale of 5 improvements (homes) to buyer households who earn less than 80% Area Median Income
9	Fair Housing	2025	2029	Fair Housing	City of Plymouth	Education, outreach and services.	CDBG: \$12,500	Other: 1 Other
10	Administration	2025	2029	Program Administration	City of Plymouth		CDBG: \$150,000	Other: 1 Other

Table 17 – Goals Summary

Goal Descriptions

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1	Goal Name	Homeowner rehabilitation assistance
	Goal Description	Loans and grants for the repair and rehabilitation of owner-occupied homes.
2	Goal Name	Direct homebuyer assistance
	Goal Description	Loans to assist homebuyers with closing costs, downpayments, and mortgage principal reduction.
3	Goal Name	Rental housing rehabilitation
	Goal Description	Capital funding for the rehabilitation of rental housing, including special needs rental housing.
4	Goal Name	Homeowner education
	Goal Description	Homeownership counseling such as first time homebuyer training workshops, mortgage foreclosure counseling, housing rehabilitation counseling, and reverse mortgage counseling.
5	Goal Name	Senior services
	Goal Description	Assistance to seniors with interior and exterior home maintenance (such as yard work, snow removal, and minor repairs) to help seniors remain in their homes with dignity and safety.
6	Goal Name	Homelessness prevention
	Goal Description	Temporary housing assistance to help owners and renters remain in their homes during a short-term financial crisis.
7	Goal Name	Tenant counseling
	Goal Description	Tenant hotline, tenant representation in landlord/tenant negotiations, tenant organizing to preserve affordable housing and help prevent evictions.

8	Goal Name	Homeownership Creation
	Goal Description	Creation of affordable homeownership using the HWR Community Land Trust practice is achieved by acquiring and retaining the ownership of real property, rehabilitating and then selling the improvement (home) to buyers who earn less than 80% Area Median Income
9	Goal Name	Fair Housing
	Goal Description	Activities to promote fair housing choice, enforcement, testing, outreach, information and referral in Plymouth and throughout suburban Hennepin County.
10	Goal Name	Administration
	Goal Description	Program administration funds will be used to implement the CDBG Program for the City of Plymouth.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

The HOME Investment Partnerships Program (HOME) provides formula grants to states and localities that communities use to fund construction, purchase, and or/rehabilitation of affordable housing for rent or homeownership, or provision of direct rental assistance to low-income people. Plymouth is not a HOME recipient. Rather, HOME funds are allocated to and coordinated by Hennepin County for affordable housing projects county-wide.

Plymouth's CDBG housing programs are generally oriented towards the rehabilitation and preservation of existing affordable housing units rather than to the provision of new housing. The Plymouth First Time Homebuyer Loan program does assist low- and moderate-income families in the purchase of affordable homes. In addition, Plymouth funds the West Hennepin Affordable Housing Land Trust with CDBG funds. This land trust model program helps low- and moderate-income families purchase affordable homes by allowing them to purchase a home and lease the land. This program dramatically reduces the costs associated with home purchase. Between these two programs, Plymouth expects to assist 15 low- and moderate-income families during the 2025-2029 Consolidated Plan Cycle.

Plymouth does not operate any public housing, thus there are no goals in this plan designated as "public housing goals." However, the City of Plymouth owns two affordable senior rental housing developments - Plymouth Towne Square (99 units) and Vicksburg Crossing (97 units). By providing a deep subsidy to these buildings, the HRA is working to help the residents obtain decent, affordable housing and to avoid homelessness. Additionally, the Plymouth HRA operates the Section 8 Housing Choice Voucher program in Plymouth. Currently, the Plymouth HRA has funding for 250 vouchers (including 40 vouchers for non-elderly disabled and 10 VASH vouchers.). There are another 100 voucher holders residing in Plymouth who ported in from other jurisdictions.

SP-65 Lead-based Paint Hazards - 91.415, 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

All participants in Plymouth's CDBG housing programs receive an EPA pamphlet entitled "How to Protect Your Family from Lead in the Home". Recipients of CDBG assistance through Plymouth's Housing Rehabilitation Loan and First Time Homebuyer programs are required to conduct a lead risk assessment if the home was built before 1978. In all cases, the home must receive lead clearance. If lead hazards are identified in a home being purchased through the First Time Homebuyer program, they must be addressed with interim controls and have clearance achieved prior to the closing of the loan. If lead hazards are identified in a Housing Rehab loan project, they must either be fully abated or reduced with interim controls and/or safe work practices, depending on the amount of funding being provided. Additionally, rehab loan clients whose homes have identified lead hazards are eligible to receive an additional \$10,000 in loan funding in order to help cover the costs of any required lead hazard reduction work.

Finally, depending on fund availability, assistance recipients may be referred to Hennepin County's Healthy Homes program, which offers up to \$10,000 in funding for lead paint detection and removal.

How are the actions listed above integrated into housing policies and procedures?

Requirements for lead hazard testing, lead hazard reduction, and clearance are fully integrated into Plymouth's CDBG housing programs. Applicants to the Housing Rehab Loan program are provided with an EPA lead pamphlet. Clients approved to participate in the First Time Homebuyer and/or Housing Rehab loan programs are informed of all relevant testing and hazard reduction requirements associated with the program they are using. The written program guidelines (which are provided to participants) specify the policies and procedures regarding testing, hazard reduction, and clearance. Lastly, HRA staff gathers documentation for all projects to ensure and record that procedural guidelines were followed.

SP-70 Anti-Poverty Strategy - 91.415, 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

As a member of the Hennepin County Consortium, the City of Plymouth adopts the goals and policies of the Hennepin County anti-poverty strategy. As the City of Plymouth resides in Hennepin County, residents are able to receive assistance through anti-poverty programs coordinated at the County level. Hennepin County assists individuals and families to access resources that help them move into self-sufficiency. Hennepin County Human Services delivers a variety of services to individuals or families that assist with basic needs or encourage client change around specific objectives. Efforts include, but are not limited to:

- social programs (safety net services such as food support, emergency shelter and cash assistance);
- help for people who are developmentally disabled;
- services for seniors;
- services for veterans;
- behavioral and chemical health services;
- protective services for children and adults;
- child support; and
- health care through Medical Assistance

Hennepin County workforce development efforts help alleviate poverty by improving family and individual economic opportunities that lead to a sustainable living wage. The county works with private and non-profit sectors to train and match employees, and partners with colleges, universities and training programs to develop a strong future workforce. Initiatives include, but are not limited to:

- Workforce Activities Alignment - Creation of workforce coordinator position
- Workforce Entry Program (WEP) - Meeting the demand for skilled trade persons while developing the county's economic resources by providing unemployed individuals the means to earn a better living
- A-Grad Initiative - Improving high school graduation rates
- Workforce Investment Network - Partnerships to create workforce opportunities for targeted communities and reduction of economic disparities
- Step-Up Program - High school internships at the county
- Employment Pays Program - Employment supports for individuals with high behavioral health needs
- NorthPoint/Urban League - Training and employment partnership

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

Affordable housing and poverty are intimately linked. Low income households are frequently unable to pay for housing, food, childcare, healthcare and education. Difficult choices must be made when limited resources cover only some of these necessities. As a result, local anti-poverty efforts are undermined to the extent that is low-income clients lack affordable housing.

The Five-Year Consolidated Plan identifies the need for affordable housing as a high community priority. Consolidated Plan strategies include affordable rental housing, tenant based rental assistance, affordable homeownership, housing rehabilitation, and services for extremely low and low income families. As a result, local anti-poverty efforts and efforts to help clients find and keep housing benefits from the creation and preservation of affordable housing opportunities made possible through the Consolidated Plan.

In particular, the City of Plymouth's partnership with organizations like People Responding Social Ministry (PRISM) and Interfaith Outreach & Community Partners (IOCP) to accomplish these poverty reducing goals. IOCP helps homeless and imminently homeless families achieve housing stability through rent support, emergency assistance, case management and employment services. PRISM's Housing program provides assistance to families in financial crisis to help maintain stable housing. PRISM also provides wraparound services such as financial literacy education, counseling, and transportation.

SP-80 Monitoring - 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Contracts will be executed with all organizations implementing activities identified in the Consolidated Plan. The Plymouth HRA is responsible for contract administration and compliance. The Plymouth HRA has experience in monitoring federal programs through CDBG grants in previous years. Monitoring is an ongoing process, incorporating several major areas of activity:

Funding Agreement- Initially, for each program/project funded through consolidated plan resources, the applicant will be required to enter into a funding agreement covering at least the following items:

- Schedule for project implementation.
- Financial management of program funds and required matching funds.
- Compliance with related federal regulations.
- Appropriate long-term affordability/access requirements.
- Schedules for project compliance documentation.
- Repayment requirements for noncompliance.

The funding agreement provides the basis for tracking and assessing the development and implementation of funded activities. Provisions of the agreement will serve as a benchmark that will be reviewed for compliance. Appropriate remedial actions will be taken and evaluated in a timely manner. Compliance with the terms of the agreement will be required prior to approving any request for funding.

On-Site Visitation- In the middle of each program year, Plymouth HRA staff consults with representatives of each community organization receiving a CDBG funding allocation. This visit includes an in-depth review of project procedures and the related HUD and other regulations and reporting requirements. Periodically and as needed thereafter, staff will schedule on-site monitoring to review program operation and review files for compliance. The frequency and depth of these visits will depend upon the perceived risk involved with each project.

Document Review- The documents submitted with the reimbursement request are reviewed for completeness and correction. Where a problem is discovered, HRA staff will confer with project staff to correct the situation and assure that the problem is understood. Reimbursement will not occur until all requirements have been met. If subsequent problems are encountered, the project will be considered “high risk” and more frequent monitoring will be scheduled.

Performance Report- The fourth element of the monitoring process involves preparation of the Consolidated Annual Performance and Evaluation Report (CAPER), as required by HUD. The report is submitted to HUD before September 30 each year. If a significant discrepancy between goals and performance is found, additional consultation may occur. Further, progress in meeting its goals may harm the applicant's chances for future funding.

Timeliness- A final element to be monitored is the matter of timeliness. All applications must include a schedule for the expenditure of funds. If a project is found to be falling behind on expenditures, they are contacted regarding this problem to develop an adjusted timeline.

Evaluation-The monitoring procedure itself is continually being evaluated for its ability to ensure project/program compliance. The success of this procedure can be measured by the fact that no surrender of funds has occurred during the time which these programs have been operated.

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

The Plymouth HRA intends to pursue all possible resources to address its planned 2020 program year activities. The following list provides information on other sources of funds that are used for community development and housing programs within the City of Plymouth.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	252,284	80,000	170,000	502,284	1,280,000	For the 2025 CDBG program year, Plymouth anticipates a CDBG allocation of \$252,284. Additionally, \$80,000 of program income and \$170,000 of carryover from prior-year CDBG activities is anticipated. For the remainder of the 5-year Consolidated Plan period, Plymouth estimates an annual CDBG allocation of \$240,000, based on funding trends. Program income of \$80,000 is projected.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
LIHTC	public - federal	Housing	0	0	0	0	0	The HRA has been working with several private developers to utilize this resource to create new affordable apartment units. The HRA will continue to pursue opportunities to use LIHTC when possible.
Section 8	public - federal	Admin and Planning Housing	0	0	0	0	0	Currently the Plymouth HRA has funding for 250 vouchers (including 40 vouchers for non-elderly disabled and 10 VASH vouchers). There are another 100 voucher holders residing in Plymouth who ported in from other jurisdictions.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
Tax Exempt Bond Proceeds	public - local	Housing	0	0	0	0	0	Since 1995, the City has issued \$58,795,000.00 in tax-exempt housing revenue bonds and \$7,290,000.00 in taxable housing revenue bonds for the acquisition, re-financing and/ or renovation of 893 rental apartments. The City required that the owners make a certain percentage of their units affordable to and occupied by low-income households or make an annual payment for the life of the bonds to the HRA's Affordable Housing Account. As a result, 220 of these units are affordable to low-income renters.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
Tax Increment Financing	public - local	Housing	0	0	0	0	0	The City's Tax Increment Housing Assistance Program (TIHAP) makes excess Tax Increments from existing and future Tax Increment Districts in the City available for eligible affordable housing developments. Since 1998 the City and HRA have established seven tax increment financing districts and secured 213 units of affordable housing ranging in affordability between households at or below 30% to 60% AMI. The City will consider the creation of additional TIF districts as appropriate to assist with development of affordable housing units to supplement outside funding.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
Other	public - state	Housing	0	0	0	0	0	Minnesota Housing Finance Agency (MHFA): This agency provides first time homebuyer programs, housing rehabilitation programs, and development and redevelopment financing through their Consolidated RFP process. The HRA also developed a partnership in 2003 with the Center for Energy and Environment (CEE) pertaining to the MHFA Fix-Up Fund and MHFA Deferred Loan Program. While CEE remains the approved lender for the Fix-Up Fund, the HRA works in collaboration with them in marketing the program.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
Other	public - local	Economic Development	0	0	0	0	0	Plymouth Economic Development Fund (PEDF): The Fund was capitalized from the first \$100,000 in principal plus interest to be paid by Value Rx in repayment of a loan from the Minnesota Department of Trade and Economic Development's (DTED) Economic Recovery Program (ERP). The PEDF allows the HRA to provide loans at favorable terms for business activities in the City that could create new jobs, increase the tax base, or leverage other needed economic development funds. The City has issued one loan for \$180,000 to a company that relocated its headquarters to Plymouth.
Other	public - local	Housing	0	0	0	0	0	Plymouth HRA Tax Levy: The HRA has used this levy for several years to provide subsidized rental housing for 195 senior citizen households utilizing approximately \$260,000.00 annually to eligible renters at Plymouth Towne Square and Vicksburg Crossing.

Table 18 - Expected Resources – Priority Table

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Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The HRA intends to pursue all possible resources to address its Consolidated Plan & Action Plan goals. There are no specific matching requirements associated with Plymouth's CDBG program, although any opportunities to provide/obtain matching funding will be pursued. For example, clients of the Housing Rehabilitation Loan program are occasionally able to match their Plymouth CDBG loan with grants or loans from other programs, such as for lead abatement.

In addition, Interfaith Outreach & Community Partners (IOCP) has been a very supportive partner of Plymouth's efforts to further affordable housing goals. To this end, IOCP has a significant housing fund to assist in funding affordable housing efforts both in Plymouth and the region.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of Plymouth owns two senior rental housing developments. Plymouth Towne Square, developed in 1994, has provided 99 affordable housing units / subsidized senior housing units through an annual amount of Plymouth HRA tax levy ranging from \$250,000.00 to \$320,000.00. By providing a deep subsidy, the HRA is working to help the residents at PTS obtain decent, affordable housing and to avoid homelessness. Plymouth Towne Square averaged an occupancy of 99% in 2024 Vicksburg Crossing, built in 2006 with 96 units, offers affordable rents to low- and moderate-income residents. The HRA Board sets rents on an annual basis. A subsidy of \$18,000-\$60,000 from the HRA tax levy helps keep rent levels affordable. Vicksburg Crossings averaged an occupancy of 99% in 2024

The Plymouth HRA administers a scattered site rental housing program (SSHP) where they own and manage affordable twin home properties. The HRA purchased a 0.6-acre vacant parcel in Plymouth to build and operate a twin home, called Valor Place. The twin home (single building, two units) is available to veterans of the armed services whose households are at or below 60% AMI. The HRA owns and operates the homes with dedicated reserves to keep the rent levels affordable.

Discussion

The City of Plymouth utilizes a variety of federal, state, and local funding sources to meet the goals identified in this plan. This includes sources used on a recurring annual basis such as CDBG, Section 8, state housing agency programs, and the local HRA tax levy. Additional sources such as LIHTC, TIF, and housing revenue bonds have been used on a case by case basis in the past and will continue to be pursued when and where appropriate.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Homeowner rehabilitation assistance	2025	2026	Affordable Housing	City of Plymouth	Preserve/Create Single Family Homeownership	CDBG: \$93,784	Homeowner Housing Rehabilitated: 4 Household Units
2	Direct homebuyer assistance	2025	2026	Affordable Housing	City of Plymouth	Preserve/Create Single Family Homeownership	CDBG: \$70,000	Direct Financial Assistance to Homebuyers: 2 Households Assisted
3	Facilities for Persons with Disabilities	2025	2026	Non-Homeless Special Needs	City of Plymouth	Preserve/Create Multifamily Rental Opportunities	CDBG: \$31,000	Rental units rehabilitated: 3 Household Housing Unit
4	Homeowner education	2025	2026	Non-Housing Community Development	City of Plymouth	Education, outreach and services.	CDBG: \$6,000	Public service activities other than Low/Moderate Income Housing Benefit: 60 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Senior services	2025	2026	Non-Housing Community Development	City of Plymouth	Education, outreach and services.	CDBG: \$12,000	Public service activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted
6	Homelessness prevention	2025	2026	Non-Housing Community Development	City of Plymouth	Education, outreach and services.	CDBG: \$26,000	Public service activities other than Low/Moderate Income Housing Benefit: 21 Households Assisted
7	Tenant counseling	2025	2026	Non-Housing Community Development	City of Plymouth	Education, outreach and services.	CDBG: \$11,000	Public service activities other than Low/Moderate Income Housing Benefit: 240 Persons Assisted
8	Homeownership Creation	2025	2026	Affordable Housing	City of Plymouth	Preserve/Create Single Family Homeownership	CDBG: \$50,000	Sale of an improvement (one home) to buyers who earn less than 80% Area Median Income
9	Fair Housing	2025	2026	Fair Housing	City of Plymouth	Education, outreach and services.	CDBG: \$2,500	Other: 1 Other

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Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
10	Administration	2025	2026	Program Administration	City of Plymouth	Education, outreach and services.	CDBG: \$30,000	Other: 1 Other

Table 19 – Goals Summary

Goal Descriptions

1	Goal Name	Homeowner rehabilitation assistance
	Goal Description	Provide zero interest loans and grants to assist low/moderate income households to make needed home repairs and address lead based paint issues as needed.
2	Goal Name	Direct homebuyer assistance
	Goal Description	Provide zero interest deferred loans to low/moderate income first time homebuyer households to help make the purchase of a home more affordable.

3	Goal Name	Facilities for Persons with Disabilities
	Goal Description	Assist with the rehabilitation of affordable rental group homes operated by Hammer Residences. Hammer Residences, Inc. provides housing and support to individuals who have developmental disabilities. The projects will support housing for these individuals through necessary updates.
4	Goal Name	Homeowner education
	Goal Description	Provide homeownership, foreclosure prevention, and reverse mortgage counseling services for low/moderate income households.
5	Goal Name	Senior services
	Goal Description	Provide household maintenance assistance to low/moderate income senior households.
6	Goal Name	Homelessness prevention
	Goal Description	Provide emergency, short-term housing assistance to low/moderate income households experiencing temporary financial crises.
7	Goal Name	Tenant counseling
	Goal Description	Provide counseling and legal advocacy to low/moderate income renter households.
8	Goal Name	Homeownership Creation
	Goal Description	Creation of affordable homeownership using the HWR Community Land Trust practice is achieved by acquiring and retaining the ownership of real property, rehabilitating and then selling the improvement (home) to buyers who earn less than 80% Area Median Income
9	Goal Name	Fair Housing
	Goal Description	Assist in regional efforts to further fair housing, including evaluation and implementation activities.
10	Goal Name	Administration
	Goal Description	Provides for 1) Oversight, management, monitoring and coordination of the CDBG Program. 2) Public information on CDBG Program activities available to all residents.

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AP-35 Projects - 91.420, 91.220(d)

Introduction

The Plymouth HRA will implement the following activities during the program year in order to address the strategies and priorities of the 2025-2029 Consolidated Plan.

#	Project Name
1	Housing Rehabilitation
2	First Time Homebuyer Assistance
3	Affordable Housing Land Trust (HWR)
4	Facilities for Persons with Disabilities
5	Homeownership Counseling (LSS)
6	Tenant Counseling (HOME Line)
7	Senior Community Services (SCS)
8	Homelessness Prevention (PRISM)
9	Homelessness Prevention (IOCP)
10	Fair Housing
11	Program Administration

Table 20 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The activities supported directly by the city include administering an owner-occupied rehabilitation program and a First Time Home Buyer program. Both programs serve LMI individuals and households in the Plymouth community well, allowing assistance to households to be able to stay and maintain their homes and be able to become FTHBs with direct homebuyer assistance. In addition, the HRA will continue to collaborate with WHAHLT to support affordable homeownership in Plymouth. The land trust model can be an effective strategy for supporting homebuyers in markets with high median home prices by helping to create more affordability through the write-down of the land in the transaction. While median home prices continue to rise in Plymouth, providing subsidy into a land trust home helps extend affordability throughout the 99-year land lease, creating future affordability at the time of sale. In addition, the HRA will support fair housing activities, homebuyer education, homelessness prevention, a tenant advocacy hotline, and minor home maintenance support for LMI seniors. By supporting five organizations with public services funding, we can expand support for more comprehensive housing needs in our community. The biggest obstacle to addressing affordable homeownership needs is the relatively high median home price in the City of Plymouth (\$459,900 according to SPAAR in January 2025) that present barriers to entry for many prospective first-time homeowners.

If the allocation amount is higher or lower than the anticipated figure, Plymouth will proportionally increase or decrease program funding accordingly to match actual allocation amounts. Subgrantee

project funding will proportionally increase or decrease accordingly to maintain compliance with the public services cap.

AP-38 Project Summary

Project Summary Information

1	Project Name	Housing Rehabilitation
	Target Area	City of Plymouth
	Goals Supported	Homeowner rehabilitation assistance
	Needs Addressed	Preserve/Create Single Family Homeownership
	Funding	CDBG: \$93,784
	Description	The Plymouth HRA offers two programs to assist low/moderate-income homeowners rehabilitating their homes. The Housing Rehabilitation Loan Program offers deferred zero-interest loans up to \$40,000 to homeowners for needed home repairs. The Emergency Repair Program provides grants up to \$7,500 for emergency/urgent home repairs for senior citizens.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	During the 2025 program year, the City of Plymouth expects to assist 4 households with housing rehabilitation. Two will receive housing rehabilitation loans and two will receive emergency repair grants.
	Location Description	The program is available to residents city-wide that are of low/moderate-income households.

	Planned Activities	The HRA will continue to operate two housing rehabilitation programs; the Housing Rehab Loan Program and the Emergency Repair Grant Program. The Housing Rehab Loan Program offers 0% interest deferred loans of up to \$40,000 for low and moderate-income homeowners to rehabilitate their owner-occupied homes. An additional \$10,000 (max \$50,000) is available for households in need of accessibility improvements and/or lead paint hazard reduction. Applications are accepted year-round on a first-come first-serve basis. The loans must be repaid only if the property is sold or transferred within 20 years. Loan funds may be used for qualifying safety and energy efficient upgrades, which may include repairing or replacing roofing, siding, windows, electrical, plumbing, heating, and insulation. Other repairs may also be eligible as determined by a home inspection. The Emergency Repair program helps in the form of a grant to LMI senior (55+) homeowners. Eligible repairs include a red-tagged furnace or water heater, broken windows, faulty electrical or plumbing systems. Other repairs may also be eligible as determined by a home inspection.
2	Project Name	First Time Homebuyer Assistance
	Target Area	City of Plymouth
	Goals Supported	Direct homebuyer assistance
	Needs Addressed	Preserve/Create Single Family Homeownership
	Funding	CDBG: \$70,000
	Description	This program provides direct homeownership assistance to low and moderate-income first time homebuyers who wish to purchase a single-family home, condo, cluster home, or townhouse in the City of Plymouth. The program provides financial assistance to eligible families through 0% interest deferred loans of up to \$35,000 to pay for eligible closing costs, up to 50% of the required downpayment, and a reduction of a portion of the mortgage principal.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	The city expects to assist 2 households with direct homebuyer assistance during the program year.

	Location Description	The program is available city-wide to low/moderate-income households purchasing their first home. The home being purchased may be located anywhere within the City of Plymouth. The households purchasing the home is not required to have resided in the City of Plymouth prior to purchasing the home.
	Planned Activities	The program provides assistance to low and moderate income first time homebuyers who wish to buy a single-family home, condo, cluster home, or townhouse in Plymouth. The program provides financial assistance to eligible families through 0% interest deferred loans of up to \$35,000.00 to pay for eligible closing costs, up to 50% of the required down payment and a portion of the mortgage principle reduction. Applications are accepted throughout the year on a first-come, first-serve basis. Loans must be repaid if the property is sold, transferred, non-homesteaded, or 30 years from the initial purchase date, when the mortgage becomes due and payable. Due to a tight housing market within the City of Plymouth, there is expected carryover that will be used to help fund the program through the 2025 program year, as well as a small amount of program income.
3	Project Name	West Hennepin Affordable Housing Land Trust (Homes Within Reach)
	Target Area	City of Plymouth
	Goals Supported	Direct homebuyer assistance
	Needs Addressed	Preserve/Create Single Family Homeownership
	Funding	CDBG: \$50,000
	Description	The Plymouth HRA will provide a grant to Homes Within Reach to assist with the acquisition of one home in the City of Plymouth. This home will be part of Homes Within Reach's Affordable Housing Land Trust, and will be made available for purchase to a low/moderate-income family.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	The HRA expects to assist with the purchase of one home that will be made available for purchase by a low/moderate income family as part of the West Hennepin Affordable Housing Land Trust.

	Location Description	The home purchased will be located within the City of Plymouth. It is not a requirement that the family that purchases the home resides in Plymouth prior to the purchase.
	Planned Activities	The West Hennepin Affordable Housing Land Trust (WHAHLT, dba Homes Within Reach) runs a community land trust where low- and moderate-income homebuyers purchase property, but only pay for the value of the physical structure. Homes Within Reach leases the land to the homeowners so that the purchase price is substantially more affordable. Plymouth's grant will assist with acquisition of a property located within the city, and Homes Within Reach will use a variety of other funding sources including county, state, and private donations to rehabilitate the home.
4	Project Name	Facilities for Persons with Disabilities (Hammer Residences)
	Target Area	City of Plymouth
	Goals Supported	Facilities for Persons with Disabilities
	Needs Addressed	Preserve/Create Multifamily Rental Opportunities
	Funding	CDBG: \$31,000
	Description	Assist with the rehabilitation of affordable rental homes operated by Hammer Residences. Hammer Residences, Inc. provides housing and support to individuals who have developmental disabilities. The projects will support housing for these individuals through necessary updates.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	A total of 12 low/moderate-income individuals currently reside in the three homes slated to be rehabilitated/modified for accessibility and aging in place during the program year.
	Location Description	Three Hammer residence homes located within the City of Plymouth will be rehabilitated. Those homes are: 14 th Ave, Ives Lane, and Kentucky Home.

	Planned Activities	Hammer Residences provides housing and support to individuals who have developmental disabilities. The city will provide funds for renovations, energy-efficiency upgrades, and accessibility improvements installing and repairing wheelchair friendly flooring, HVAC work, and outdoor walkway repairs.
5	Project Name	Homeownership Counseling (LSS)
	Target Area	City of Plymouth
	Goals Supported	Homeowner education
	Needs Addressed	Education, outreach and services.
	Funding	CDBG: \$6,000
	Description	Lutheran Social Services will provide homebuyer education, foreclosure prevention, reverse mortgage, and other homeowner counseling services to homeowner and/or potential homebuyer households in Plymouth.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Lutheran Social Services (LSS) will provide homebuyer education, reverse mortgage, debt counseling, and other homeowner counseling services to 60 homeowner and/or potential homebuyer households in Plymouth.
	Location Description	Clients served will be low- and moderate-income Plymouth households, or prospective residents that are in the process of purchasing a home in Plymouth.
6	Planned Activities	LSS will provide housing counseling services including mortgage counseling, financial coaching and planning, reverse mortgage assistance, and foreclosure prevention.
	Project Name	Tenant Counseling (HOME Line)
	Target Area	City of Plymouth
	Goals Supported	Tenant counseling
	Needs Addressed	Education, outreach and services.

	Funding	CDBG: \$11,000
	Description	HOMELine offers a tenant advocacy hotline, tenant organizing for preservation of affordable housing, and tenant education services available to all Plymouth residents.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	HOME Line anticipates serving 240 Plymouth renter households through their tenant hotline.
	Location Description	The program is available city-wide to renter households in Plymouth.
	Planned Activities	HOME Line will continue to operate their tenant advocacy hotline available to Plymouth renters. The CDBG allocation will assist with staff costs for providing tenant advocacy for low- and moderate-income Plymouth renter households.
7	Project Name	Senior Community Services (SCS)
	Target Area	City of Plymouth
	Goals Supported	Senior services
	Needs Addressed	Education, outreach and services.
	Funding	CDBG: \$12,000
	Description	Senior Community Services will provide low to moderate income seniors in the City of Plymouth with maintenance services through the H.O.M.E (Housing Outside Maintenance for the Elderly) Program. Services are offered on a sliding scale fee based on income.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	100 low/moderate-income seniors will benefit from this funding.

	Location Description	All senior citizens (age 55+) who are low and moderate income residents of the City of Plymouth are able to access the H.O.M.E. program.
	Planned Activities	Senior Community Services will provide low/moderate income seniors in the City of Plymouth with maintenance services through the H.O.M.E (Housing Outside Maintenance for the Elderly) Program. This will allow the seniors to stay in their homes with dignity and safety by providing homemaking, grab bars & other safety installations, minor repairs, exterior home maintenance, interior and exterior painting, yard work, lawn mowing, and snow removal on a sliding fee scale based on income. Clients are required to complete a H.O.M.E Service Request form that contains gender, race & ethnicity, address and monthly income information. Proof of income letters, pay stubs, W-2s and social security and account statements are all used to gather relevant client information.
8	Project Name	Homelessness Prevention - PRISM
	Target Area	City of Plymouth
	Goals Supported	Homelessness prevention
	Needs Addressed	Education, outreach and services.
	Funding	CDBG: \$15,000
	Description	People Responding in Social Ministry (PRISM) will provide short-term (up to three months) housing subsistence payments on behalf of low/moderate-income persons living in the City of Plymouth in order to help prevent homelessness. Assistance may include utility payments to prevent cutoff of service and rent/mortgage payments to prevent eviction or foreclosure.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	PRISM expects to help 12 Plymouth households with homelessness prevention during the 2025 program year.
	Location Description	The program is available to low/moderate-income residents city-wide.

	Planned Activities	People Responding In Social Ministry (PRISM) will provide short-term (up to three months) housing subsistence payments on behalf of low/moderate income persons living in the City of Plymouth in order to help prevent homelessness. Assistance may include utility payments to prevent cutoff of service and rent/mortgage payments to prevent eviction or foreclosure. Clients can provide proof of income through self-certification or paystubs, bank statements, tax returns or other forms. The program will be available to low/moderate income residents city-wide.
9	Project Name	Homelessness Prevention - IOCP
	Target Area	City of Plymouth, west of HWY 494
	Goals Supported	Homelessness prevention
	Needs Addressed	Education, outreach and services.
	Funding	CDBG: \$11,000
	Description	Interfaith Outreach & Community Partners will provide emergency, short term housing assistance to low/moderate income households experiencing temporary financial crises.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Interfaith Outreach expects to help 9 families within their program.
	Location Description	The program is available to low/moderate-income households west of HWY 494 in Plymouth.
	Planned Activities	Interfaith Outreach & Community Partners will provide emergency, short term housing assistance to low/moderate income households experiencing temporary financial crises.
10	Project Name	Fair Housing
	Target Area	City of Plymouth
	Goals Supported	Fair Housing
	Needs Addressed	Education, outreach and services.

	Funding	CDBG: \$2,500
	Description	Plymouth supports the Fair Housing activities of the Hennepin County Consortium and the Twin Cities Fair Housing Implementation Council (FHIC). Activities include outreach, education and enforcement activities. The project includes evaluation and monitoring of implemented activities.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	N/A - supports Fair Housing activities covering Hennepin County and the Twin Cities metropolitan area, including the City of Plymouth.
	Planned Activities	Plymouth supports the Fair Housing activities of the Hennepin County Consortium and the Twin Cities Fair Housing Implementation Council (FHIC). Activities include outreach, education, and enforcement. The project includes evaluation and monitoring of implemented activities.
11	Project Name	Program Administration
	Target Area	City of Plymouth
	Goals Supported	Administration
	Needs Addressed	Administration
	Funding	CDBG: \$30,000
	Description	Provides for: 1) Oversight, management, monitoring and coordination of the CDBG program. 2) Public information on CDBG Program activities available to all City residents.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	N/A - funding provides for overall program administration of CDBG activities.

	Location Description	N/A - funding provides for overall program administration of CDBG activities.
	Planned Activities	Program management, monitoring, and evaluation of overall CDBG program including costs of staff engaged in program management.

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The HRA CDBG programs will be available to low/moderate income households city-wide and will not be geographically targeted.

Geographic Distribution

Target Area	Percentage of Funds
City of Plymouth	100

Table 21 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Investments are not targeted geographically but are instead available to low/moderate income households city-wide. Investments are not targeted geographically because the City of Plymouth has no areas of concentrations of low/moderate income nor any areas of concentrations of housing problems.

Discussion

The existing policy allows the City to serve as many low/moderate income households as possible by providing resources throughout all areas of the city.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

Despite limited funding, the Plymouth CDBG program is designed to meet a wide range of needs, including assisting social services, affordable housing, and reducing lead-based paint hazards. The city works with a variety of public, non-profit, and private industry partners to accomplish its community development goals, both through the CDBG program and through other resources. Through continuous, collaborative communication with the subgrantees, the city is aware of ongoing need for tenant services and tenant advocacy, a rising need for funding to senior aging in place services due to rising demand and client volume, as community services such as food and clothing shelves. The City of Plymouth will continue important work with several public service organizations to meet the widest possible range of needs.

Actions planned to address obstacles to meeting underserved needs

The city will continue to identify obstacles, such as lack of affordable housing, to unmet and underserved community needs and support the goals established in the 2025-2029 Consolidated Plan. The city's approach to meeting these affordable housing needs is to assist renters in purchasing homes by providing down payment and closing cost assistance combined with counseling and education to low to moderate income families. In order to preserve the affordable housing stock, "Restrictive Covenants" are established on properties where the City has assisted with housing development. These Restrictive Covenants run with the land for a period of 20 years and contain restrictions on the transfer of the property only to someone who is a low to moderate income resident. To preserve and expand the supply of decent, safe, and affordable housing, the city will provide financial assistance for rehabilitation and repair of owner-occupied units to low to moderate income families.

Actions planned to foster and maintain affordable housing

The City has taken a comprehensive approach to address the affordable housing needs of the community. The Housing and Redevelopment Authority (HRA) promotes and contributes to the creation and maintenance of affordable housing through its Homeowner Rehabilitation Program, First Time Home Buyer program and redevelopment opportunities for Affordable Housing Developers. The city's Inclusionary Housing policy provides financial incentive/ tax breaks for developers who include affordable housing units in their projects. Our ongoing partnership with the local Community Land Trust provides affordable housing by acquiring homes to sell to potential low-income home buyers to help maintain affordability over the long term. The City has fostered collaborations and provided funding through Community Development Block Grant (CDBG) to a variety of non-profit organizations that provide services such as advocacy to tenants, resources to prevent homelessness and home maintenance services to support independence and allow older adults to remain in their homes. One partner in particular, Hammer Residents provides affordable housing for vulnerable populations in Plymouth who have limited income. The HRA will continue to explore new opportunities for Naturally

Occurring Affordable Housing (NOAH) programing to maintain existing affordable housing.

Although not funded with CDBG, the city has required an annual inspection of residential rental properties since 1994 to determine Code compliance and health or safety violations that need correction. This program ensures that rental properties are well maintained and that no substandard rental units are licensed in the city. The City Building Inspection Department currently inspects multi-family rental properties annually and single-family rental properties every three years.

Actions planned to reduce lead-based paint hazards

All participants in Plymouth's CDBG housing programs receive an EPA pamphlet entitled "How to Protect Your Family from Lead in the Home". Recipients of CDBG assistance through Plymouth's Housing Rehabilitation Loan and First Time Homebuyer programs are required to conduct a lead risk assessment if the home was built before 1978. In all cases, the home must receive lead clearance. If lead hazards are identified in a home being purchased through the First Time Homebuyer program, they must be addressed with interim controls and have clearance achieved prior to the closing of the loan. If lead hazards are identified in a Housing Rehab loan project, they must either be fully abated or reduced with interim controls and/or safe work practices, depending on the amount of funding being provided. Additionally, rehab loan clients whose homes have identified lead hazards are eligible to receive an additional \$10,000 in loan funding in order to help cover the costs of any required lead hazard reduction work.

Finally, depending on fund availability, assistance recipients may be referred to Hennepin County's Healthy Homes program, which offers up to \$10,000 in funding for lead paint detection and removal.

Actions planned to reduce the number of poverty-level families

Through its various programs, the City of Plymouth will identify and assist people and families that are below the poverty level when possible. We will utilize our network of social service agencies and where applicable assist them through CDBG resources and programs as well as local programs offered through the City of Plymouth, the Plymouth HRA and local non-profits. Programs that the City of Plymouth works with include tenant advocacy through HOMELine, a housing program through PRISM that helps assist with making mortgage or rent payments for a short period of time, a housing program through Interfaith Outreach that helps with paying rent, and housing and financial counseling through Lutheran Social Services that assists with helping families make good financial decisions that will reduce poverty. Senior Community Services helps low to moderate income seniors with needed home maintenance through their HOME program, assisting with small handyman projects as well as yard maintenance.

PRISM and Interfaith Outreach can also assist with basic needs through their food shelf and clothing

programs that provide basic, necessary items to families that may be experiencing poverty.

Actions planned to develop institutional structure

The City of Plymouth has and will continue to coordinate with other institutions in the delivery of housing and community development programs. When possible, the City seeks to leverage its CDBG funds by coordinating with other state and local programs. For example, Plymouth has coordinated with Hennepin County to obtain Healthy Homes grant funding for lead-based paint hazard reduction for clients using our CDBG Housing Rehabilitation Loan Program. This allows households to remove lead-based paint hazards from the home while utilizing the CDBG funding to make other needed repairs, resulting in a greater impact to the living environment for the household.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Plymouth has developed and continues to maintain strong collaborative relationships with other housing providers and social service agencies. The city has worked over the years with People Responding In Social Ministry (PRISM), Metropolitan Interfaith Council on Affordable Housing (MICA), Interfaith Outreach, and Habitat for Humanity.

The HRA requires recipients of their First Time Homebuyer Programs to attend homebuyer workshops presented by an accredited Home Stretch organization.

Discussion

The City of Plymouth uses all available resources through the City, County, and state to assist homeowners and renters within the City. Any time that the City of Plymouth is alerted to a resident with housing needs, the response is to coordinate with other departments and agencies to assist that resident.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)

Introduction

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	20,000
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	20,000

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	95.00%

Discussion

Program Income (PI) is occasionally received through the repayment of deferred zero interest loans made in previous years through the First Time Homebuyer and Housing Rehabilitation programs. When PI is received it is typically immediately reprogrammed to support current First Time Homebuyer and Housing Rehabilitation loan activities (depending on where the need/activity is greatest at the time the PI is received). The receipt of PI is somewhat unpredictable as it is generally triggered when previous loan recipients sell or refinance their homes. All PI received to date has been reprogrammed to support First Time Homebuyer and Housing Rehabilitation activities during the 2024 program year. The HRA anticipates receiving approximately \$20,000 in PI before the start of the 2025 program year that will be reprogrammed to support projects during that program year. This estimate is based on PI received to date.

In addition, the city anticipates receiving approximately \$80,000 in PI during the 2025 program year that will also be reprogrammed to support projects during the program year. This estimate is based on loan repayment trends over the past five years. Since several activities carried out by the HRA and social service agencies do not require immediate expenditure of the full amount of funds awarded, there will be a delay of several months between grant award and when a draw of funds will occur.

The HRA does not have any funds or proceeds from section 108 loan guarantees, surplus funds, grant funds returned, or float-funded activities. The HRA also does not have any CDBG-assisted activities which qualify under the "urgent need" National Objective.

The HRA estimates that 95% of its CDBG funds will be used for activities that benefit persons of low and moderate income. This includes all of the HRA CDBG-assisted activities other than Program Administration (planning, management, monitoring, and evaluation of the overall CDBG program).

Citizen Participation Plan for Consolidated Plan 2025-2029 City of Plymouth

The Citizen Participation Plan Encouragement of citizen participation. The citizen participation plan must provide for and encourage citizens to participate in the development of the Consolidated Plan, the Annual Action Plan and the Annual Performance Report. This plan is designed to encourage participation by low and moderate income persons and by residents of predominantly low and moderate income neighborhoods. It sets forth the process to be followed for the development and evaluation of programs and activities covered in the five-year Consolidated Plan and Annual Action Plans.

Amendments to the 2025-2029 Consolidated Plan or Annual Action Plan

The Citizen Participation Plan requires the City of Plymouth to identify the criteria it will use for determining what constitutes a substantial amendment to the Consolidated Plan and/or Annual Action Plans. The City shall amend its approved plan whenever it makes one of the following decisions:

- An activity included in a consolidated plan or annual action plan is canceled;
- An activity not previously included in a consolidated plan or annual action plan is added;
- An activity's budget is increased or decreased by \$50,000.00 or more at one time;
- The location and/or national objective of an activity changes; or
- The allocation priorities within a Consortium member's jurisdiction change.

Notices announcing the requested substantial amendment and the start of a thirty (30) day public comment period will appear in one or more newspapers of general circulation. After the comment period, the requested amendment goes before the appropriate governing body for approval. Changes that occur that do not meet the above definition are considered administrative in nature and do not go through this substantial amendment process. These administrative changes are made internally and appear as revisions in the CAPER at the end of the program year.

CDBG Entitlement Cities: As of January 2020, these are Bloomington, Eden Prairie, and Plymouth. Amendments must be approved by their respective council or a body that has been delegated responsibilities relevant to the CDBG program.

CDBG Urban County direct allocation cities: Amendments must be approved by the direct allocation city council and the Hennepin County Board.

CDBG Consolidated Pool cities: Amendments will be approved by the County Board.

HOME Consortium: Amendments will be approved by the County Board.

Hennepin County will be the final arbiter of matters relating to the amendment process for CDBG, HOME and ESG funds (except CDBG funds received directly from HUD by Bloomington, Eden Prairie, and Plymouth).

Access to Information

Plan records and information, consistent with state and local laws regarding personal privacy and obligations of confidentiality, are available for citizen review at Hennepin County Community Works Department, 701 Fourth Avenue S, Suite 400, Minneapolis, Minnesota 55415. The office may be reached by phone at 612-348-9260 during normal business hours.

2025-2029 Consolidated Plan (ConPlan):

The proposed Consolidated Plan and the Annual Action Plan will be made available to the public for comment for **at least 30 days** and a public hearing will be held before the Plymouth City Council before it is approved.

Annual Action Plan (AAP)

The proposed Annual Action Plan will be made available to the public for comment for **at least 30 days** and a public hearing will be held before the Plymouth City Council before it is approved. These will run concurrent to the ConPlan period, in the first year of a new Five-year plan.

Annual Performance Report:

The Consolidated Annual Performance and Evaluation Report (CAPER), will be made available to the public for **at least 15 days** and a public hearing will be held before the Plymouth City Council before it is submitted to HUD.

During Public Comment Periods:

During public comment periods, one copy of the applicable DRAFT document will be available per requesting agency. Unless closed to the public, printed copies of the DRAFT documents will also be available at Plymouth City Hall, Plymouth Community Center, and the Plymouth Library. All of these sites are accessible for persons with mobility impairments. In addition, at a minimum, the executive summary of the DRAFT documents will also be available on the

Plymouth website, www.plymouthmn.gov and the Hennepin County website at www.hennepin.us. Access to this website is available to those without computers at any Hennepin County library. Library staff is able to assist those without computer experience.

Hennepin County will make reasonable accommodation to provide relevant documents for review in accessible formats upon request. Information will also be made available through translation or interpretation in Spanish, Somali, Hmong, Russian, Laotian, Vietnamese, Cambodian, Oromiffa, and Arabic, consistent with federal requirements and the Hennepin County Limited English Proficiency (LEP) Plan.

DRAFT Documents include:

- Proposed Consolidated Plan
- Proposed Annual Action Plan
- Consolidated Annual Performance and Evaluation Report (CAPER)

Public Hearings

Public hearings will be held to hear citizens' views about housing and community development needs, proposed use of CDBG, HOME and ESG funds, and progress in meeting identified goals and objectives. Hearings will be held in places accessible to persons with disabilities and appropriate accommodations will be made to meet the needs of non-English speaking attendees. The purpose of the public hearings will be to:

- Hear views of citizens, public agencies and other interested parties.
- Respond to proposals and comments at all stages of the consolidated submission process.
- Identify housing and community development needs.
- Review proposed use of funds.
- Review program performance.

A minimum of **two** hearings for each annual program cycle will be held at different times during the Program Year (PY). The Program Year starts July 1st of each year and ends June 30th of the following year. Hennepin County Board of Commissioners will hold one hearing prior to approval of the Consolidated Plan and/or the Annual Action Plan, and one hearing will be held prior to the submission of the Consolidated Annual Performance and Evaluation Report (CAPER) to HUD. Typically, the public hearing on the Annual Action Plan will occur in May preceding the new program year, and the public hearing on the CAPER will occur in September following the end of the program year.

The hearings will be held at times and locations convenient to potential and actual beneficiaries of each program covered within the Consolidated Plan. The location will usually be the

Hennepin County Board Room at the Hennepin County Government Center. To give adequate notice of public hearings, Hennepin County will publish notices detailing the purpose of the hearings, at least 10 working days in advance of any public hearing. Information about public hearings can also be accessed by calling 612- 348-9260 or 612-596-6985 (TTD/TTY) or the county website at www.hennepin.us.

In addition to public hearings conducted by the County Board, Plymouth will hold a public hearing prior to the identification of projects for CDBG funding. These public hearings will take place before proposed projects are submitted to Hennepin County for inclusion in the Annual Action Plan. The location will usually be the Plymouth Council Chambers at Plymouth City Hall. To give adequate notice of public hearings, Plymouth will publish a notice detailing the purpose of the hearings in their official newspaper, at least 10 working days in advance of any public hearing.

Additional Documentation

Information about the proposed projects within the Consolidated Plan and Annual Action Plans will be available to the public upon request. This includes, but is not limited to:

- The level of annual funding.
- The range of projects that may be undertaken and the objectives to be met.
- The amount of assistance that will benefit very low- and low-income persons.
- Plans to minimize displacement and explain the assistance available to those displaced.
- The annual program development schedule and procedure.
- Copies of the regulations and issuances governing the program.
- Documents regarding other important program requirements, such as contracting procedures, environmental reviews, fair housing, and other equal opportunity requirements and relocation provisions.
- All key documents, including prior applications, grant agreements, the citizen participation process, performance reports, other reports required by HUD and the proposed application for the current year.
- Record of hearings.
- All mailings and promotional materials.
- Documentation of funding awards and the selection process.

Comments

Hennepin County and Plymouth will consider the comments and views received in writing during the comment period or verbally at public hearings. Summaries of all comments and responses will be attached to the final Consolidated Plan, Annual Action Plan or CAPER.

Technical Assistance

Technical assistance will be provided to any group, representing very low and low-income persons, that wants to develop funding proposals for any of the programs covered by the Consolidated Plan. The level and type of assistance may vary and will be determined by Hennepin County and/or as applicable the specific cooperating community. Representatives from Hennepin County, the U.S. Department of Housing and Urban Development, or other involved public agencies will provide the necessary assistance and expertise. To receive technical assistance, contact Hennepin County, Community Works at 612-348-9260.

Complaints

Complaints pertaining to the plans and documents identified in the Citizen Participation Plan, written and verbal, will be responded to within 15 working days. When a written complaint is directed toward a specific cooperating community, Hennepin County and the affected community will provide a written response within 15 working days.

CITY OF PLYMOUTH

RESOLUTION No. 2025-098

RESOLUTION APPROVING THE SUBMISSION OF PROGRAM YEARS 2025-2029 COMMUNITY DEVELOPMENT BLOCK GRANT CONSOLIDATED PLAN

WHEREAS, the City of Plymouth received Community Development Block Grant (CDBG) funding in program years 2020 through 2024; and

WHEREAS, the City of Plymouth anticipates receiving CDBG funding in program years 2025 through 2029; and

WHEREAS, the Consolidated Plan process is designed to help states and local jurisdictions assess their affordable housing and community development needs and market conditions, and to make data-driven, place-based investment decisions; and

WHEREAS, under 24 CFR Part 91, Subpart C, the submission of a 5-Year consolidated Plan is a requirement for annual recipients of CDBG funding; and

WHEREAS, the City of Plymouth is eligible to apply to the U.S. Department of Housing and Urban Development (HUD) for 2025 funding for the Community Development Block Grant Program; and

WHEREAS, on March 27, 2025, the Plymouth Housing and Redevelopment Authority held a duly constituted public hearing to allow interested parties to express their opinions regarding the allocation of funds for the 2025-2029 CDBG Program Years; and

WHEREAS, the City Council has reviewed the recommendations of the Housing and Redevelopment Authority regarding the submission of the 2025-2029 CDBG Consolidated Plan.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA, that it approves the submission of the 2025-2029 CDBG Consolidated Plan to the United States Department of Housing and Urban Development.

APPROVED by the City Council on this 8th day of April, 2025.

CITY OF PLYMOUTH

RESOLUTION No. 2025-099

RESOLUTION APPROVING THE APPLICATION AND ALLOCATION OF PROGRAM YEAR 2025 COMMUNITY DEVELOPMENT BLCOK GRANT PROGRAM FUNDS

WHEREAS, the City of Plymouth is eligible to apply to the U.S. Department of Housing and Urban Development (HUD) for 2025 funding for the Community Development Block Grant (CDBG) program; and

WHEREAS, on March 27, 2025, the Plymouth Housing and Redevelopment Authority held a duly constituted public hearing to allow interested parties to express their opinions regarding the allocation of funds for the 2025 CDBG Program Year; and

WHEREAS, the City Council has reviewed the recommendations of the Housing and Redevelopment Authority regarding the proposed activities and allocation of CDBG funds for Program Year 2025.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that it authorizes the city manager to submit to the U.S. Department of Housing and Urban Development the application and all required documents for participation in the 2025 Community Development Block Grant Program Year and approves the allocation for the following projects in the respective proposed amounts:

HRA Programs and Administration Housing

Rehabilitation Loan Program First Time	\$93,784
Homebuyer Loan Program	\$70,000
Administration	\$30,000
Sub-Total of HRA Programs and Administration	\$193,784

Externally Administered Programs

Hammer Residences Community	\$31,000
Land Trust	\$50,000
Fair Housing Activities	\$2,500
Sub-Total of Externally Administered Programs	\$83,500

Public Service Programs

People Responding in Social Ministry (PRISM)	\$15,000
HOME Line	\$11,000
Interfaith Outreach	\$11,000
Senior Community Services (SCS)	\$12,000
Lutheran Social Services	\$6,000
Sub Total of Public Service Programs	\$55,000

Total 2025 CDBG Allocation	\$332,284
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BE IT FURTHER RESOLVED, that all CDBG program income may be used to cover expenses generated in any existing CDBG program or activity and not just expenses related to the activity generating the income.

BE IT FURTHER RESOLVED, that if there is an increase or decrease in the anticipated funding amount for the 2025 CDBG fiscal year, the difference will be distributed across program allocations accordingly.

BE IT FURTHER RESOLVED, that all unexpended 2024 CDBG funds be allocated to the same program activity in 2025.

APPROVED by the City Council on this 8th day of April, 2025.

CITY OF PLYMOUTH

RESOLUTION No. 2025-100

RESOLUTION TO ADOPT THE CITY OF PLYMOUTH PARTICIPATION PLAN

WHEREAS, the City of Plymouth, as an entitlement community, participates in the Community Development Block Grant Program; and

WHEREAS, the 2025-2029 Consolidated Plan process is designed to help states and local jurisdictions assess their affordable housing and community development needs and market conditions, and to make data-driven, place-based investment decisions; and

WHEREAS, on March 27, 2025, the Plymouth Housing and Redevelopment Authority held a duly constituted public hearing to allow interested parties to express their opinions regarding the updated City of Plymouth Citizen Participation Plan; and

WHEREAS, the City Council has reviewed the recommendations of the Housing and Redevelopment Authority regarding the adoption of the City of Plymouth's Citizen Participation Plan as part of the 2025-2029 Consolidated Plan.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that the City Council of the City of Plymouth adopts the City of Plymouth's Citizen Participation Plan as part of the 2025-2029 Consolidated Plan.

APPROVED by the City Council on this 8th day of April, 2025.

To: Dave Callister, City Manager

Prepared by: Steven Schmidt, Housing Manager

Reviewed by: Grant Fernelius, CED Director

Item: **Accept donation of exercise equipment for Plymouth Towne Square**

1. Action Requested:

Accept donation of exercise equipment for Plymouth Towne Square

2. Background:

Plymouth Towne Square has received a Recumbent Cross Trainer Stepper exercise machine from an anonymous donor. The Nustep Cross Trainer Stepper is valued at \$5,245. A two-year service plan is also included in the donation. The Cross-Trainer Stepper will be located in the Plymouth Towne Square community exercise room and will be available to all residents that wish to utilize it.

3. Budget Impact:

N/A

4. Attachments:

1. City Council Resolution 2025-101

CITY OF PLYMOUTH

RESOLUTION No. 2025-101

RESOLUTION ACCEPTING DONATION FROM ANONYMOUS DONOR

WHEREAS, the Plymouth Towne Square has received a donation of a recumbent cross trainer stepper from an anonymous donor valued at \$5,245; and

WHEREAS, the Plymouth Towne Square will place the donated cross trainer stepper in the community exercise room to be available to, and utilized by the residents.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that the acceptance of the donation is approved.

APPROVED by the City Council on this 8th day of April, 2025.

To: Dave Callister, City Manager

Prepared by: Amy Hanson, Facilities and Fleet Manager

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

Item: **Approve purchase of three utility trucks for maintenance operations**

1. Action Requested:

Adopt attached resolution approving the purchase of three utility trucks for maintenance use.

2. Background:

The Capital Improvement Plan (CIP) includes the scheduled replacement of two utility trucks, along with the purchase of an additional utility truck for city maintenance. The three chassis will be purchased from Saxon Fleet Services under the state contract and the units will require the installation of utility bodies and special equipment. These utility trucks are used for various tasks within the city's maintenance division, including lift station and well-house maintenance, hauling of material and equipment to job sites, along with snow removal and ice management.

One utility truck will be replacement #377, which is used at the city's lift stations and well-house locations under the Utilities division. This unit requires a crane along with the utility box to allow the division to perform the required maintenance. The installation of the utility body and special equipment will be completed by ABM Equipment. ABM is under the state contract.

The other replacement unit is #2027, which is used in the Street division. This unit is moving from a standard medium duty truck to a utility truck to allow for additional hauling of equipment and adding a lift gate feature for users. The additional truck will be used with similar capabilities under Park and Forestry. The up-fitting of these two units will be completed by Towmaster Truck Equipment. Towmaster Truck Equipment is under the state contract. The existing units will be sold at auction in 2025.

3. Budget Impact:

The total cost for the purchase of the three utility trucks and installation of the utility bodies and special equipment is \$317,687. The city is able to purchase the three truck chassis through Saxon Fleet Services via State Contract No 261525 in the amount of \$168,197. The utility bodies and special equipment will be purchased from ABM Equipment via State Contract T-765(5) in the amount of \$82,269 and Towmaster Truck Equipment via State Contract No 257425 in the amount of \$67,221.

4. Attachments:

1. Chassis quote - Replacement 377
2. ABM quote - Replacement 377
3. Chassis quote - Replacement 2027
4. Towmaster quote - Replacement 2027
5. Chassis quote - New Park & Forestry
6. Towmaster quote - New Park & Forestry
7. City Council Resolution 2025-102

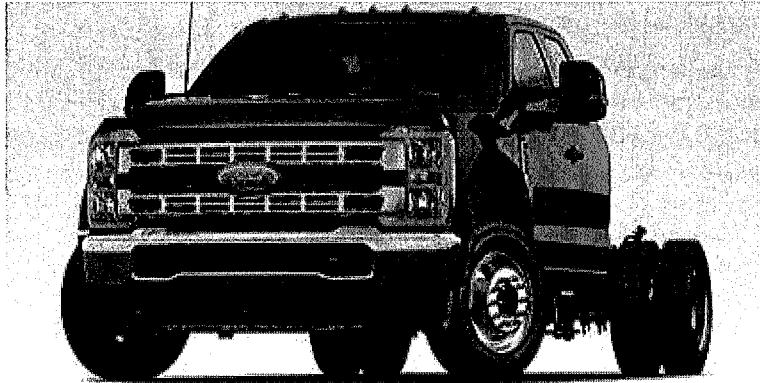
#377

Plymouth

Prepared For: Brent Baumann
FAN QD467

Contract ID 261525

[Fleet] 2025 Ford Super Duty F-550 DRW (X5G) XL 2WD SuperCab 168" WB 60" CA (2)



2025 Base Price	\$52,962.00
Options	\$1,938.00
Total	\$54,900.00

Does not include any Minnesota State taxes,
title, or registration fees or Fed Excise Tax or
dealer doc fee

[Fleet] 2025 Ford Super Duty F-550 DRW (X5G) XL 2WD SuperCab 168" WB 60" CA (2) (✔ Complete)

Price Summary

PRICE SUMMARY

Invoice

Base Price	\$51,754.00
Total Options	\$1,998.00
Vehicle Subtotal	\$53,752.00
Dealer Advertising Adjustment	\$0.00
Destination Charge	\$1,005.00
Grand Total	\$58,687.00

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 24627, Data updated Feb 3, 2025 6:42:00 PM PST

[Fleet] 2025 Ford Super Duty F-550 DRW (X5G) XL 2WD SuperCab 168" WB 60" CA (2) (✓ Complete)

Selected Model and Options

MODEL

CODE	MODEL	Invoice
X5G	2025 Ford Super Duty F-550 DRW XL 2WD SuperCab 168" WB 60" CA	\$54,754.00

COLORS

CODE	DESCRIPTION
Z1	Oxford White

OPTIONS

CODE	DESCRIPTION	Invoice
153	Front License Plate Bracket	\$0.00
18B	Platform Running Boards	\$405.00
1S	Medium Dark Slate, Cloth 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar	\$91.00
44G	Transmission: TorqShift 10-Speed Automatic -inc: 10R140 w/neutral idle, SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and trail (STD)	\$0.00
52B	Trailer Brake Controller	\$273.00
59H	Center High-Mounted Stop Lamp (CHMSL)	\$0.00
660A	Order Code 660A	\$0.00
76C	Exterior Backup Alarm (Pre-Installed)	\$200.00
872	Rear View Camera & Prep Kit -inc: Pre-installed content includes cab wiring and frame wiring to the rear most cross member, Upfitters kit includes camera w/mounting bracket, 20' jumper wire and camera mounting/aiming instructions	\$377.00
91G	Amber-Wht 360-Deg Dual Beacon LED Warning Strobes -inc: Pre-installed	\$592.00
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas (STD)	\$0.00
TGJ	Tires: 225/70Rx19.5G BSW A/P (STD)	\$0.00
X48	4.88 Axle Ratio (STD)	\$0.00
Z1	Oxford White	\$0.00
Options Total		\$1,938.00

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 24627, Data updated Feb 3, 2025 6:42:00 PM PST



ABM Equipment, LLC
333 2nd Street NE
Hopkins, MN 55343

EQUIPMENT QUOTE

Quote Date: 2025-02-20

Quote # 32325459056

Rev # 2

Phone: (952) 938-5451 / Fax: (952) 938-0159 / www.abmequip.com

Customer
City of Plymouth, MN
14900 23rd Avenue N

Plymouth MN 55447

ABM Representative

Rick Loosbrock

Customer Representative

First Name: Brett

Last Name: Baumann

Cell Number: (612) 751-7806

Email Address: bbaumann@plymouthmn.gov

Contact Initials:

Brett,

We are pleased to quote you a Brand FX 60 DLS with a Liftmoore 4000X Crane for your Ford F-550 DRW Chassis per State of Minnesota Contract T-765(5) #224090 expiring 08.31.2025

QTY	Service Body	Price	Subtotal
1	1.06 - 60DLS Fiberglass Body 60DLS Fiberglass body for 60ca pickup with box removed. 108"L 94" W 42"H 20" Compartment Depth HD Poly gas fill cup Automotive grade bubble gasket Bright White Gelcoat Bright White Interiors LED Exterior Lighting Flow-through ventilation system. Light adapter for specified chassis Non-skid compartment tops Included ICC lighting. One piece molded doors with automotive finish both sides. Recessed door jams 3/16" smooth aluminum bulkhead 3/16" smooth aluminum tail skirt Steel rear mounting brackets Stainless steel hinges and hardware Automotive style dual rotary latch Vinyl coated stainless steel cable door stops - HORIZONTALS ONLY	\$15,788.00	\$15,788.00
2	1.3.1 - (1) Adjustable Fiberglass Shelf S2, C2	\$286.00	\$572.00

Thank you for your business



ABM Equipment, LLC
333 2nd Street NE
Hopkins, MN 55343

EQUIPMENT QUOTE

Quote Date: 2025-02-20

Quote # 32325459056 Rev # 2

1	1.3.2 - (2) Adj Shelves Two Adjustable Shelves - S3	\$426.00	\$426.00
2	1.3.5 - Pullout Drawers on slides S2, C2	\$319.00	\$638.00
2	1.3.6 - Divider packs for pull out drawers (4 Dividers)	\$95.00	\$190.00
4	1.3.7 - Divider Pack Divider pack for fiberglass shelves	\$29.00	\$116.00
4	1.5.1 - Over Center spring door stops for vertical doors	\$104.00	\$416.00
6	1.5.6 - Fibreglo flexible tubular lighting on 3 sides of compartment Wired to OEM Cab Switch	\$180.00	\$1,080.00
1	1.5.7 - Interior light guards (1) - SS ONLY	\$125.00	\$125.00
1	1.6.2 - 3/16" Aluminum TP floor	\$0.00	\$0.00
1	1.8.2 - Crane reinforcement for 25,000 FT/LB Crane reinforcement for 25,000 ft. lb. crane. Understructure long sills to be 4" x 4" x 1/4" square tubing. Cross members at front and rear to be 4" x 4" x 1/4" tube. All intermediate cross members to be 4" x 4" x 3/8". Crane tower to have 5/8" top plate. Mounting requires (4) shear plates per side.	\$5,003.00	\$5,003.00
1	1.9.7 - Punched Aluminum Headache rack	\$996.00	\$996.00
1	1.9.12 - 7 Way trailer plug Furnish and install Berg 7-way trailer socket and boot with weatherproof connection - RV Type	\$186.00	\$186.00
1	1.9.15 - Furnish and Install Backup alarm	\$215.00	\$215.00
1	1.9.22 - Aluminum Rock Guards Aluminum Rock Guards front of body both sides	\$104.00	\$104.00
2	1.9.26 - E-Track - 10' section installed on load bed wall SS and CS - 10" up from floor	\$303.00	\$606.00

Thank you for your business



ABM Equipment, LLC
333 2nd Street NE
Hopkins, MN 55343

EQUIPMENT QUOTE

Quote Date: 2025-02-20

Quote # 32325459056 Rev # 2

1	1.9.27 - Mud Flaps Furnish and install rear mudflaps	\$255.00	\$255.00
6	1.10.2 Recessed floor tie down (each)	\$149.00	\$894.00
1	1.11.1 - 10" Aluminum End Gate	\$608.00	\$608.00
1	1.12.4 - Galvanized sure step with pintle recess - DRW body	\$1,138.00	\$1,138.00
1	1.12.6 - Installation of the rear bumper Installation of rear bumper	\$434.00	\$434.00
1	1.13.4 - Class V receiver hitch Class V receiver hitch installed and reinforced for towing (includes adjustable hitch plate).	\$1,441.00	\$1,441.00
2	1.14.2 - Load wall liner, aluminum (per side) BFXB 60	\$564.00	\$1,128.00
1	1.14.13 - Compartment top aluminum treadbite, (per side) BFXB 60DRW - CS ONLY	\$504.00	\$504.00
1	1.16.2 - Rod-lock system BFXB 60	\$946.00	\$946.00
1	1.18.1 - Transverse open to one side C1	\$929.00	\$929.00
1	1.18.2 - Cage & one drawer - pull one side (curbside only), full width C1	\$1,271.00	\$1,271.00
1	1.20.4 - Aluminum Pipe Key Rack SS	\$788.00	\$788.00
2	1.21.1 - Stainless Steel Grab Handle Stainless Steel Grab Handle (ea)	\$69.00	\$138.00
2	1.22.4 - Recessed LED Amber Warning Flashers In body Wired to OEM Cab Switch	\$419.00	\$838.00
1	1.22.5 - Two surface mount LED In grill Wired to OEM Cab Switch	\$496.00	\$496.00

Thank you for your business



ABM Equipment, LLC
333 2nd Street NE
Hopkins, MN 55343

EQUIPMENT QUOTE

Quote Date: 2025-02-20

Quote # 32325459056 Rev # 2

1	1.22.6 - 5585 CA LED amber mini light bar Mounted on Headache rack Wired to OEM Cab Switch	\$821.00	\$821.00
1	1.23.16 - Extend Exhaust Extend exhaust to end of body	\$170.00	\$170.00
1	1.23.18 - Mount or re-locate OEM backup camera.	\$176.00	\$176.00
1	11.2.9 - DSI-12/2400 Dimension Heavy Duty 240 w pure sign inverter w/fuse Mount on bottom of C1	\$6,465.00	\$6,465.00
1	11.2.34 - Inverter wire to in cab switch	\$175.00	\$175.00
1	MISC - Aluminum Treadplate Toolbox to fit under Pipe Key Rack 96" L x 15" H x 18" W	\$1,959.00	\$1,959.00
1	MISC - Stellar Heavy Duty Drawer Set 28.5" H x 26" W x 18.75" D (4) 3" Drawers (1) 5" Drawer (1) 7" Drawer T Handle 2.5" Riser Standard Shelf	\$1,740.00	\$1,740.00
			\$49,775.00
Liftmoore Crane			
1	4000X-16 WP 4000X-16 WP Includes all features of 4000X-16 but also wireless proportional control instead of wired remote control, digital voltmeter/ammeter, capable of Wi-Fi diagnostics through 26684 tool.	\$26,750.00	\$26,750.00
1	Boom rest (specify crane model) Boom rest (specify crane model)	\$450.00	\$450.00
1	0.75" x 15" x 15" for 4000 & 1640 0.75" x 15" x 15" for 4000 & 1640	\$256.00	\$256.00
1	Add leaf spring to crane side of chassis at rear above 16,000 ft lb crane Add leaf spring to crane side of chassis at rear above 16,000 ft lb crane	\$2,275.00	\$2,275.00

Thank you for your business



ABM Equipment, LLC
333 2nd Street NE
Hopkins, MN 55343

EQUIPMENT QUOTE

Quote Date: 2025-02-20

Quote # 32325459056 Rev # 2

1	LED boom tip includes (2) LED boom tip lights LED boom tip includes (2) LED boom tip lights	\$1,069.00	\$1,069.00
1	2.10.2 - OR-94PBS) Manual Outriggers Dropdown crank down outriggers for 94" wide bodies	\$1,694.00	\$1,694.00
			\$32,494.00

Total (Does Not Include any Applicable Taxes) \$82,269.00

Thank you for your business



ABM Equipment, LLC
333 2nd Street NE
Hopkins, MN 55343

EQUIPMENT QUOTE

Quote Date: 2025-02-20

Quote # 32325459056 Rev # 2

Terms & Conditions

Estimated Completion Date: Subject to availability, based on information at the time of quote.

Validity of Quote: 30 Days - please contact ABM Equipment for an updated proposal after expiration.

Payment: Payment terms are Net 10 days. Any amount paid by a credit card will be subject to a surcharge fee.

A monthly interest charge of 1/2% will be added for late payments.

Taxes: This quote does not include applicable local, state, or (F.E.T.) federal taxes. The quote does not include title or licensing fees.

Delivery: Unless noted on this quotation, equipment is sold F.O.B. point of shipment, and ABM Equipment, LLC's responsibility shall cease upon delivering the equipment in good order to the carrier. ABM Equipment, LLC shall not be responsible for delays in delivery due to reasons beyond its control, including labor disputes and supply chain issues.

Warranty: Warranty coverage shall be based on the manufacturer's warranty terms. Warranty work is to be performed at ABM Equipment, LLC. The warranty does not include travel charges.

Cancellation: It is understood that any order on this quotation and accepted by the seller shall be firm in as much as ABM Equipment, LLC, in turn, must place firm orders for the equipment and the parts thereof. No cancellations may be made except on terms agreed to by ABM Equipment, LLC in writing.

Liability: ABM Equipment, LLC assumes no liability for damage due to theft, vandalism, fire, weather, or damage due to gradual deterioration or inherent defects in such property. In addition, we are not responsible for any damage while storing your chassis or parts on our premises while waiting for modification or installation. The storage location of the property shall be determined by ABM Equipment, LLC, at its discretion.

Entire Agreement: This quotation sets forth the full terms and conditions applicable to the equipment described herein and may not be modified without ABM Equipment, LLC written consent. The terms and conditions of this quotation shall prevail over those of any other writing concerning this equipment in case of any inconsistency between them.

Confidentiality: The information in this quote; and all supporting documentation is confidential and may only be used by ABM Equipment, LLC, and the customer listed on this quote

Chassis: You agree to accept the following when purchasing a new chassis through ABM Equipment.

1. ABM provided chassis - Pay for the chassis in full as soon as it is available to ABM Equipment for the mounting of the quoted components.
2. Customer supplied chassis - If the chassis is late or cancelled customer must pay for ABM ordered equipment, parts and components. Labor for the installation will be billed upon completion of the unit.
3. Chassis pricing should be considered a budgetary only and is subject to change when specific model year pricing becomes available from the OEM. Additionally, the chassis model year is subject to change based on availability at the time of the order.

*Due to extended lead times and market volatility, we reserve the right to impose a surcharge on the quoted price. We are experiencing surcharges from our suppliers, and passing these on to our customers has become necessary. ABM Equipment will inform you about these surcharges before you begin the build for your order. If ABM Equipment cannot proceed with the build at the scheduled time because of the unavailability of the chassis, ABM Equipment will invoice the customer for the cost of the equipment on hand, and payment will be due according to our standard terms.

Please sign below indicating your intent to purchase the above equipment at the price and terms quoted; or with modifications as stated below. The changes of materials to be supplied, terms of sale, or pricing are contingent upon acceptance by ABM Equipment, LLC.

Customer:

PO Number

I agree to the terms and

conditions above: ☐

Sales Rep Initials

Approved By:

ABM Officer

Thank you for your business

Plymouth

Prepared For: Brent Baumann
FAN QD467
Contract ID 261525

[Fleet] 2025 Ford Super Duty F-550 DRW (F5H) XL 4WD Reg Cab 145" WB 60" CA (8)



2025 Base Price	\$54,420.00
Options	\$2,019.00
Total	\$56,439.00

Does not include any Minnesota State taxes, title, or registration fees or Fed Excise Tax or dealer doc fee

[Fleet] 2025 Ford Super Duty F-550 DRW (F5H) XL 4WD Reg Cab 145" WB 60" CA (8) ( Complete)

Price Summary

PRICE SUMMARY	
	Invoice
Base Price	\$50,200.00
Total Options	\$2,019.00
Vehicle Subtotal	\$50,007.00
Dealer Advertising Adjustment	\$0.00
Destination Charge	\$1,005.00
Grand Total	\$60,002.00

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 24627, Data updated Feb 3, 2025 6:42:00 PM PST

[Fleet] 2025 Ford Super Duty F-550 DRW (F5H) XL 4WD Reg Cab 145" WB 60" CA (8) ( Complete)

Selected Model and Options

MODEL		
CODE	MODEL	Invoice
F5H	2025 Ford Super Duty F-550 DRW XL 4WD Reg Cab 145" WB 60" CA	\$56,288.00
COLORS		
CODE	DESCRIPTION	
Z1	Oxford White	
OPTIONS		
CODE	DESCRIPTION	Invoice
153	Front License Plate Bracket	\$0.00
18B	Platform Running Boards	\$291.00
1S	Medium Dark Slate, Cloth 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar	\$91.00
44G	Transmission: TorqShift 10-Speed Automatic -inc: 10R140 w/neutral idle, SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road (STD)	\$0.00
52B	Trailer Brake Controller	\$273.00
59H	Center High-Mounted Stop Lamp (CHMSL)	\$0.00
660A	Order Code 660A	\$0.00
76C	Exterior Backup Alarm (Pre-Installed)	\$200.00
872	Rear View Camera & Prep Kit -inc: Pre-installed content includes cab wiring and frame wiring to the rear most cross member, Upfitters kit includes camera w/mounting bracket, 20' jumper wire and camera mounting/aiming instructions	\$377.00
91G	Amber-Wht 360-Deg Dual Beacon LED Warning Strobes -inc: Pre-installed	\$592.00
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas (STD)	\$0.00
TGK	Tires: 225/70Rx19.5G BSW Traction (TGK) -inc: 4 traction tires on the rear and 2 traction tires on the front, Not recommended for over the road applications; could incur irregular front tire wear and/or NVH	\$195.00
X48	4.88 Axle Ratio (STD)	\$0.00
Z1	Oxford White	\$0.00
Options Total		\$2,019.00

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 24627, Data updated Feb 3, 2025 6:42:00 PM PST



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
TOWMASTERTRUCK.COM

Reference No.
QT 93743

**** QUOTATION ****

Ship To:	Cust:	2913	Phone:	Bill To:	Phone:
PLYMOUTH, CITY OF				PLYMOUTH, CITY OF	
14900 23RD AVE N				3400 PLYMOUTH BLVD	
PLYMOUTH		MN 55447	USA	PLYMOUTH	MN 55447

ATTN: BRETT BAUMANN

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	JOSH PAULSON	NET 30 DAYS	2/04/25	2/04/25	0/00/00

Serial No.	Qty	Part No.	Description	Price Ea.	Net Amt.
	1	1997228	- Body 9'6" FSS w/15" high 12 ga SS Fold-Down Sides, 21" high 10 ga SS Lever Top Pin release Tailgate, 40" high 10 ga SS Front, & 3/16" Hardox-450 floor. S-T-T light on Front Headboard. Cabshield, 12 VDC Tailgate trip release, & rear mudflaps included. Mill finish, with underside blasted, seam-sealed, primed and painted gloss black.	\$15,096.00	\$15,096.00
	1	9901438	- Hoist TMTE 9' 515SF HOIST W/SUB FRAME, ELECTRIC PUMP, Dump angle: 45°, DOUBLE acting, W/rear hinge point & OSHA approved safety prop.	\$4,886.00	\$4,886.00
	1	9901455	- INSTALLATION OF DUMP BODY & HOIST FOR for CENTRAL HYD SYS, w/FMVSS 108 Lights & Rear Flaps	\$3,977.00	\$3,977.00
	1	9905509	- Ladder (SS) Tuck-A-Way Access ladder Pkg, Including Steps & Grab Handle Above, Installed MOUNTED ON DRIVERS SIDE FRONT	\$798.00	\$798.00
	1	9902777	- Body Option Aluminum Fold-Down Sides in lieu of Stainless Steel		
	1	9905314	- Body Option, Liftgate Prep, DELETES Std rear tailgate and linkage assemblies	\$1,595.00-	\$1,595.00-
	1	9901897	- TMTE-6 (2) L32LAF TOP MOUNT LED STROBES, 2 5VA02ZAD REAR STROBES W/GROMMETS INSTALLED	\$1,703.00	\$1,703.00
	1	9901171	- Fenders M1900 W/Brkts for 19.5" Installed	\$692.00	\$692.00
	1	9901583	- Tool Box PRO-TECH 18" x 18" x 30" SINGLE DROP DOOR tool box	\$795.00	\$795.00

--- Continued ---

Accepted by

Date

Price:

Total Discounts:

Net Cost:

Freight

Total:



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
TOWMASTERTRUCK.COM

Reference No.
QT 93743

**** QUOTATION ****

Ship To: PLYMOUTH, CITY OF 14900 23RD AVE N PLYMOUTH MN 55447 USA	Cust: 2913 Phone:	Bill To: PLYMOUTH, CITY OF 3400 PLYMOUTH BLVD PLYMOUTH MN 55447	Phone:
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ATTN: BRETT BAUMANN

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	JOSH PAULSON	NET 30 DAYS	2/04/25	2/04/25	0/00/00
Serial No.					

1 9901572 - Tool Box Labor and install kit to INSTALL 24"-48" TOOL BOX	\$497.00	\$497.00
1 9902494 - Hitch 7 Contact RV (flat pin) socket installed	\$230.00	\$230.00
1 9900775 - Hitch TMTE Medium Duty STD Hitch Plate assembly	\$687.00	\$687.00
1 9901172 - Hitch Installation of med duty hitch (Weld On) **NOTE: HITCH PLATE FACE TO BE LOCATED: _____ IN REFERENCE TO REAR TIRE FACE.	\$283.00	\$283.00
1 9900776 - Hitch PH-20 Pintle Hook installed	\$230.00	\$230.00
1 9900779 - Hitch 2" Square Receiver tube w/pin & clip. NOTE: DERATES hitch, as per hitch bar utilized. Installed	\$271.00	\$271.00
1 330018 - Hitch 2" Square Hitch Bar w/adj for Bolt-On Hitch	\$77.00	\$77.00
1 9901112 - ICC BUMPER	\$232.00	\$232.00
1 9901113 - INSTALLATION OF ICC BUMPER	\$315.00	\$315.00
1 9901651 - Installation of Van, Platform, Service/Utility, or Dump Thru Application liftgate	\$2,562.00	\$2,562.00
1 9906495 - Lift Gate MAXON Option Rubber Bumpers Kit, 4 on 1 pc platform, 6 on 2 pc	\$34.00	\$34.00
1 9906491 - Lift Gate MAXON Option 4 Light Surface Mount Kit, 4 red, 2 white ea side, separated	\$415.00	\$415.00
1 9906490 - Lift Gate MAXON Option Hand Held Remote Pendant (6 pin control kit)	\$177.00	\$177.00
--- Continued ---		

Accepted by

Date

Price:

Total Discounts:

Net Cost:

Freight

Total:



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
TOWMASTERTRUCK.COM

Reference No.
QT 93743

**** QUOTATION ****

Ship To: PLYMOUTH, CITY OF 14900 23RD AVE N PLYMOUTH MN 55447 USA	Cust: 2913 Phone:	Bill To: PLYMOUTH, CITY OF 3400 PLYMOUTH BLVD PLYMOUTH MN 55447	Phone:
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ATTN: BRETT BAUMANN

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	JOSH PAULSON	NET 30 DAYS	2/04/25	2/04/25	0/00/00

Serial No.	
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1 9906509 - Lift Gate MAXON LIFT & DUMP THRU C2-92-1650 DT33+6" RAMP W/INSTALL KIT, 12VDC	\$3,686.00	\$3,686.00
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1 WARRANTY - TOWMASTER EXCLUSIVE WARRANTY: 5 yr Steel/Stainless Steel Body Structure; 5 yr Whelen LED Light Systems; 4 yr SwapLoader Hoists; 1 year Swenson Spreaders, 2 yr Hyd, FALLS Snow Equip, Tele/Scissor Hoists, and all other items.

Accepted by

Date

Price: \$36,048.00

Total Discounts:

Net Cost: \$36,048.00

Freight

Total: \$36,048.00

General Terms and Conditions for the Sale of Goods by Subsidiaries of ASH North America, Inc

1. SCOPE AND VALIDITY

1.1. These General Terms and Conditions for the Sale of Goods (these "Terms") govern the sale and delivery of all goods and products (the "Products"), and all transactions incidental thereto, by such subsidiary of ASH North America, Inc. identified on the respective Confirmed Order (as defined below) as the seller or supplier ("Seller") to any of its customers (each a "Customer"). The liability of each such subsidiary under these Terms or any Confirmed Order shall be several and not joint. Customer acknowledges and agrees that nothing in these Terms or any Confirmed Order shall be construed as implying joint liability in any case of ASH North America, Inc. or any of its subsidiaries. Each Seller shall be solely responsible for its own acts or omissions under the respective agreement with Customer.

1.2. No other terms or conditions shall be of any force or effect unless otherwise specifically agreed upon by Seller in a writing duly executed by an authorized officer of Seller. These Terms supersede any and all prior oral quotations, communications, agreements, or understandings of the parties in respect to the sale and delivery of the Products. The Seller may issue additional Terms and Conditions of Sale for certain products. These shall apply in addition to the present Terms. Any additional or different terms or conditions contained in Customer's Order (as defined below), response to Seller's confirmation, or any other form or document supplied by Customer are hereby expressly rejected and are rendered null, void, and of no effect. These Terms may not be modified, amended, waived, superseded, or rescinded, except by written agreement signed by an authorized officer of Seller. Delivery of the Products by Seller does not constitute acceptance of any of Customer's terms and conditions and do not serve to modify or amend these Terms.

1.3. The issuance of an Order (as defined below) by Customer to Seller or any communication or conduct of Customer which confirms an agreement for the delivery of Products by Seller, as well as acceptance in whole or in part by Customer of any delivery of Products by Seller, shall be construed as Customer's acceptance of these Terms.

2. OFFERS, ORDERS AND CONFIRMATION

2.1. Unless otherwise specified by Seller in writing, all offers made by Seller are not binding and may be revoked by Seller at any time without any liability to Customer.

2.2. Customer shall issue to Seller orders for the purchase of Products, in written form via the order process determined by Seller from time to time (each, an "Order"). By issuing an Order to Seller, Customer makes an offer to purchase the Products pursuant to these Terms and the terms set forth on such Order. Provided that the Order contains the same terms as in Seller's corresponding offer, the Order shall be binding on Customer for six (6) weeks after Seller's receipt of such Order.

2.3. Seller may refuse an Order for any or no reason. No Order is binding upon Seller until Seller's acceptance of the Order in writing, the issuance of any governmental permit, license, or authority to Seller, as may be required under applicable laws, rules and regulations, and the receipt by Seller of a resale license to be provided by Customer (a "Confirmed Order").

2.4. Specifications and other information on drawings, data sheets, pictures, plans, brochures, catalogs, or Seller's website shall not be binding on Seller unless such specifications and information have been agreed to in writing by Seller in a Confirmed Order. Notwithstanding a Confirmed Order, Seller shall have no obligation to deliver Products to Customer or otherwise fulfill any of its obligations set forth in a Confirmed Order if Customer is in breach of any of its obligations hereunder or any Confirmed Order.

2.5. Customer may submit to Seller written requests to change the terms of a Confirmed Order (each such request, a "Change Order Request"). Seller may, at its sole discretion, consider such Change Order Request, provided that Seller will have no obligation to perform any Change Order Request unless and until Seller has agreed in writing to adopt such Change Order Request. If Seller elects to consider such a Change Order Request, then Seller shall promptly notify Customer of any adjustment to the applicable purchase price for the Products.

2.6. In the event Customer cancels any Confirmed Order for any reason, Customer shall reimburse to Seller all of Seller's costs and

expenses associated with or incurred due to such cancellation, including but not limited to the cost of raw materials, labor, and storage if cancellation occurs before Seller's commencement of production. In the event Customer cancels any Confirmed Order for any reason and Seller has started the production of the Product on the respective Confirmed Order, Customer shall pay to Seller the full purchase price.

2.7. Each Confirmed Order shall be considered a separate agreement between the parties, and any failure to deliver the Products under any Confirmed Order shall have no consequences for other deliveries of Products.

3. PRICES

3.1. Unless otherwise agreed to by the parties in the applicable Confirmed Order, the prices of the Products shall be FCA (agreed delivery location on the applicable Confirmed Order), Incoterms 2022.

3.2. Unless otherwise agreed by the parties in a Confirmed Order, the price of the Products shall not include transportation, insurance, packaging, and Tooling (as defined below) and other materials used for the manufacturing and delivery, sales or Heavy Vehicle Use Tax (HVUT), other use tax or any other similar applicable federal, state or foreign taxes, duties, levies, or charges in any jurisdiction in connection with the sale or delivery of the Products ("Taxes"). Such Taxes shall be payable by Customer, and if Seller is responsible for the collection thereof, such Taxes shall either be added to the price invoiced or be separately invoiced by Seller to Customer. Any special requests concerning shipping, transportation, and insurance shall be communicated to Seller in a timely manner and subject to Seller's prior written approval. Customer shall bear all costs resulting from such requests. In case of lead delivery times of more than two (2) months, Customer hereby acknowledges and agrees that Seller, may, at its sole discretion, increase or decrease the agreed prices on any Confirmed Order in the event of material price changes in wages, materials, energy or raw material after the date of the Confirmed Order.

4. PAYMENT TERMS

4.1. Except as set forth in Section 4.2 or unless otherwise agreed in writing by Seller, the purchase price for the Products and all other amounts due under a Confirmed Order shall be due and payable in US dollars within thirty (30) days following the date of Seller's invoice for such Products without any discount, deduction or offset whatsoever. In no event shall any loss, damage, injury or destruction, Force Majeure (as defined below), or any other event beyond Customer's control release Customer from its obligation to make the payments required herein. Payment of all amounts due hereunder shall be made by bank transfer or in any other manner set forth on Seller's invoice. Customer shall be solely responsible for any bank fees, or other fees, incurred due to the wire transfer or any other selected payment method. If Seller agrees to payment by credit card, Seller shall charge an appropriate transaction fee, which the Customer shall also pay.

4.2. In the event Seller becomes aware of circumstances or has reason to believe that there are circumstances that may have an adverse effect on Customer's financial condition, Seller may require the Customer to pay the total amount of the purchase price or fees, or a portion thereof prior to the delivery of the Products. Seller may, without any liability to Customer, refuse the delivery of any Product in the event the Customer fails to make the payment as required under this Section 4.2.

4.3. Time is of the essence for the payment of all amounts due to Seller under any Confirmed Order. If Customer fails to make payments of any amount when due, Customer shall pay interest to Seller at the rate of one percent (1%) per month or such lesser amount as may be permitted by applicable law starting from the due date until payment to Seller of such amount in full. In addition to the interest, Seller may, at its sole discretion, charge the Customer a flat fee of \$40 for each reminder notice issued to Customer due to late payments. If Customer fails to comply with these Terms or a Confirmed Order, or if Customer becomes insolvent, all balances then due and owing to Seller shall become due immediately, notwithstanding any payment terms agreed by the parties. All costs and expenses incurred by Seller with respect to the collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, and other expenses of litigation) shall be borne by Customer. Every payment by Customer shall first be

applied to pay for Seller's cost of collection, then interest owed by Customer, and then to the oldest outstanding claim.

4.4. Notwithstanding anything in the foregoing Section 4.3 or Section 5, if the parties agreed on installment payments in a Confirmed Order and Customer fails to make any installment payment when due, the remaining balance including accrued interest, and any expenses incurred by Seller shall be due and payable to Seller promptly upon Customer's receipt of written notice of delinquency from Seller.

5. SECURITY INTEREST

5.1. If Seller extends credit to Customer for the purchase price for any Products (including but not limited to pursuant to Section 4.1.), or any other amounts due to Seller, Customer hereby grants to Seller as security for the timely payment and performance of all Customer's payment obligations to Seller, a first priority security interest (the "Security Interest") in all Products heretofore or in the future delivered to Customer and in the proceeds thereof for as long as such Products shall not have been sold by Customer in the ordinary course of business (the "Collateral"). Seller shall be entitled to file any and all financing, continuation, or similar statements under the Uniform Commercial Code in any jurisdiction and take any and all other action necessary or desirable, in Seller's sole and absolute discretion, to perfect its Security Interest in the Collateral and to establish, continue, preserve, and protect Seller's Security Interest in the Collateral. Customer agrees to take any and all actions and provide Customer with all information necessary to enable Seller to perfect and enforce its Security Interest in all jurisdictions and vis-à-vis any of Customer's creditors, and hereby irrevocably grants to Seller a power of attorney to execute all necessary statements or documents in Customer's name for the perfection and enforcement of such Security Interest. The Security Interest shall remain in force until payment in full of the entire purchase price for such Products, and any other amounts due to Seller by Customer. Seller may, without notice, change or withdraw extensions of credit at any time.

6. OBLIGATIONS OF CUSTOMER

6.1. Customer shall use the Products solely for their intended purpose and pursuant to Seller's instructions, and agrees to use only qualified personnel for the handling of the Products. Customer shall ensure that its customers, employees, agents, and other representatives comply with this Section 6.1. and shall be responsible for their acts and omissions.

7. DELIVERY AND ACCEPTANCE

7.1. Unless otherwise agreed in writing by Seller, all deliveries of Products shall be made FCA (agreed delivery location) (Incoterms 2020) and title to and risk of loss for the Products shall pass to Customer upon delivery pursuant to this Section 7.1.

7.2. Any delivery and performance times or dates communicated by or on behalf of Seller are estimates and shall not be binding on Seller. Seller may make partial delivery of Products to be delivered under any Confirmed Order and invoice Customer separately for such partial deliveries or performance. If Customer has not received the Products after six (6) weeks from the estimated delivery date, Customer may make a written request to Seller for delivery. Customer hereby acknowledges and agrees that the actual delivery date of the Products is conditioned upon the complete, accurate and timely delivery of materials from Seller's vendors and suppliers. No delay in delivery of any Products shall relieve Customer of its obligation to accept the delivery or performance thereof and make payments of any amounts due in accordance with these Terms, including but not limited to delays caused governmental restrictions on exports or imports and similar measures.

7.3. Customer's failure to accept the delivery of Products pursuant to a Confirmed Order shall not release or excuse Customer from its obligation to timely pay all amounts due in connection with such Confirmed Order. The Products shall be deemed delivered at the time they have been made available to Customer. If Customer rejects or revokes acceptance of Products, or fails to pay any amounts when due, Seller, in its sole and absolute discretion, may extend the period of delivery of Products by such period as Seller may deem reasonable with such period not exceeding three (3) months from the agreed delivery date, or withhold or cancel delivery of any Products, or cancel any or all Confirmed Orders without any further obligations to Customer whatsoever.

In such event, Customer shall be responsible for any and all costs and expenses incurred, or damages or losses suffered by Seller in connection with any such delay notwithstanding any action or inaction by Seller with regard to such delay. Any remaining Products that have not been accepted by Customer within the extended delivery period determined by Seller will be delivered and invoiced by Seller to Customer and Customer agrees to accept such delivery and pay for the purchase price and other amounts payable for the delivered Products.

8. EXAMINATION AND CONFORMITY TO ORDER

8.1. Promptly upon receipt of any Products, Customer shall conduct a full and complete inspection of such Products as to any defects and to confirm compliance with all requirements of the applicable Confirmed Order. Customer shall notify Seller in writing of any packaging defects, apparent defects, or non-compliance of such Products with the applicable Confirmed Order that Customer has or could reasonably have discovered during such inspection within seven (7) days from the date of receipt of such Products, and Customer shall notify Seller in writing within three (3) days of the date on which Customer shall first have become aware of any hidden defect or non-compliance which could not reasonably have been discovered during Customer's initial inspection of the Products. Such notification shall include reasonable details (including images) on the alleged defects including lot, batch, or Order numbers.

8.2. If Customer fails to timely notify Seller of any defects or other non-compliance of any Products delivered or Customer (or its customers, employees, agents, or representatives) uses, destroys, or modifies any Products that Customer knows or should have known to be defective or non-compliant without Seller's prior written consent, Customer shall be deemed to have unconditionally accepted such Products and waived all of its claims for breach of warranty or otherwise in respect of such Products.

8.3. Customer may only return the Products to Seller with Seller's prior written approval. If the return has been approved by Seller, Customer shall return the Products to Seller at Customer's sole risk and expense to the destination directed by Seller.

8.4. Complaints of Customer in connection with the shipping or transport shall be directed to the carrier promptly upon receipt of the delivery or the freight documents.

9. LIMITED PRODUCT WARRANTY

9.1. Seller warrants to Customer that the Products will be free of defects in material and workmanship and conform with the requirements set forth in the applicable Confirmed Order for a period of twelve (12) months from the date of delivery for new business Products and ninety (90) days for after sales Products. (the "Limited Product Warranty").

9.2. Unless expressly agreed to in writing by Seller, Seller makes no warranty that the Products comply with applicable law, regulations, or specifications in any jurisdiction in which the Products may be used, integrated or incorporated. Any governmental or other approvals necessary in connection with the use, integration or incorporation of the Products shall be Customer's sole responsibility.

9.3. The Limited Product Warranty shall be void if the Defect (as defined below) resulted from (a) improper or inadequate use, storage, handling, operation, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following delivery of the Product, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

9.4. In the event of an alleged breach of the Limited Product Warranty (a "Defect"), Customer shall, at Customer's sole expense, send the Product to Seller. Seller shall conduct the necessary tests on such Product within a reasonable period. If Seller confirms the Defect, Sellershall, at its sole option and discretion, repair or replace the Defective Product. If the repair or replacement of the Defective Product is commercially unreasonable to Seller, Seller may, at its sole discretion, issue a refund to Customer in the amount Seller deems adequate. Such repair, replacement, or refund shall be the sole liability of Seller and the sole remedy of Customer with respect to a Defect. In no event shall any warranty claims for a Defect be made after twelve (12) months from the date of Customer's receipt of the Products. Any Products or parts returned to Seller for removal or repair under this Section 9.4 shall be the property of Seller. Any applicable Limited Product Warranty period shall not start anew with the repair or replacement of the Defective Product (or any portion thereof).

9.5. Except for Limited Product Warranty, SELLER HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. Seller makes no other warranties with respect to the Products, and no person is authorized to make any warranties on behalf of Seller that are inconsistent with the warranties set forth under this Section 9.

10. LIMITATION OF LIABILITY

10.1. IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER, ITS CUSTOMERS, EMPLOYEES, AGENTS, AND OTHER REPRESENTATIVES FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, OR USE, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OF THE TERMS CONTAINED HEREIN, SELLER'S LIABILITY FOR ANY CLAIM WHETHER BASED UPON CONTRACT, TORT, EQUITY, NEGLIGENCE, OR ANY OTHER LEGAL CONCEPT SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PRODUCTS, GIVING RISE TO SUCH CLAIM. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THESE TERMS FAIRLY ALLOCATE THE RISKS BETWEEN SELLER AND CUSTOMER, THAT SELLER'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, SELLER WOULD NOT HAVE ENTERED INTO AN AGREEMENT WITH CUSTOMER FOR THE SALE OF THE PRODUCTS.

10.2. Seller shall not be liable for, and Customer assumes responsibility and shall indemnify, defend, and hold Seller harmless for any and all claims, including without limitation claims for personal injury or property damages, resulting from (a) the improper or inadequate use, storage, handling, operation, assembly, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, or repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following the delivery of the Products, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, or (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

10.3. In jurisdictions that limit or preclude limitations or exclusion of remedies, damages, or liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages, or liability set forth in these Terms are intended to apply to the maximum extent permitted by applicable law, and these Terms shall be deemed amended to comply with such limitations or exclusions. Customer may also have other rights that vary by state, country or other jurisdiction.

11. CONFIDENTIALITY

11.1. "Confidential Information" means: (i) any know-how, trade secrets, and other business or technical information of Seller that is confidential or proprietary or due to its nature or under the circumstances of its disclosure the Customer knows or has reason to know should be treated as confidential or proprietary, including but not limited to quotations, drawings, project documentation, samples and models.

11.2. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of these Terms by the Customer; (ii) is rightfully known by the Customer at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Customer without use of Seller's Confidential Information; (iv) is rightfully received by the Customer from a third party without restriction on use or disclosure; or (v) is disclosed with Seller's prior written approval.

11.3. Customer shall not use Seller's Confidential Information except as necessary to use the Products and will not disclose such Confidential Information to any third party except to those of its employees, agents, subcontractors, or representatives who have a bona fide need to know such Confidential Information to enable Customer to use the Products; provided that each such employee, agent, subcontractor, and/or representative is/are bound by a written agreement that contains use and nondisclosure restrictions not less stringent than the terms set forth in this Section 11.3. The Customer will employ all reasonable steps to protect Seller's Confidential Information from unauthorized use or disclosure, including, but not limited to, all steps that it takes to protect its own information of like importance. The foregoing obligations will not restrict the Customer from disclosing Seller's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Customer gives reasonable notice to Seller to contest such order or requirement; (ii) to its legal or financial advisors; and (iii) as required under applicable securities regulations.

11.4. In the event of a violation or threatened violation of Customer's obligations under this Section 11, Seller shall be entitled to seek equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance and any other relief that may be available from any court, without the requirement to secure or post any bond, or show actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but in addition to all other remedies available under these Terms, at law, or in equity.

12. INTELLECTUAL PROPERTY

12.1 Seller reserves the sole and exclusive ownership of the intellectual property rights in the Products (including but not limited to the technology used to manufacture the Products) and any improvements thereof regardless of inventorship or authorship. Customer shall not (and shall cause its employees, agents, representatives and customers to not) reverse engineer, decompile, disassemble, or decode any of Seller's intellectual property embedded or used in any of the Product.

13. FORCE MAJEURE

13.1. Seller shall not be responsible for any failure or delay in its performance under these Terms due to causes beyond its reasonable control, including, but not limited to, disruptions of the public power supply, communications, and transportation infrastructure, governmental measures, malware or hacker attacks, fire, extraordinary weather events, epidemics, pandemics (or any government restrictions implemented as a result thereof), nuclear and chemical accidents, earthquakes, war, terrorist attacks, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, or other acts of God.

14. MISCELLANEOUS

14.1. If any provision contained in these Terms or any Confirmed Order is held by final judgment of a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalid, illegal, or unenforceable

provision shall be severed from the remainder of these Terms or such Confirmed Order, and the remainder of these Terms or such Confirmed Order shall be enforced. In addition, the invalid, illegal, or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these Terms, such modification being made to the minimum extent necessary to render such provision valid, legal, and enforceable.

14.2. Seller may assign its rights and/or delegate its liabilities under any Confirmed Order at any time. Customer may not assign its rights or delegate its responsibilities under a Confirmed Order without Seller's prior written consent.

14.3. Seller's waiver of any breach or violation of these Terms or the provisions of any Confirmed Order by Customer shall not be construed as a waiver of any other present or future breach or breaches by Customer.

14.4. The parties hereto are independent contractors and nothing in these Terms will be construed as creating a joint venture, partnership, employment, or agency relationship between the parties.

14.5. Notices by a party regarding the exercise of rights and obligations under these Terms must be signed by authorized representatives of such party, and delivered via courier, mail, or e-mail to the other party's address indicated in the applicable Confirmed Order, provided that a notice by e-mail shall only be validly given if receipt thereof is acknowledged in writing by the recipient.

15. ENTIRE AGREEMENT; CONFLICTS.

15.1. These Terms, including the applicable Confirmed Order, constitute the entire and exclusive agreement of the parties regarding the subject matter hereof and supersede any and all prior or contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter. In the event of a conflict between the provisions of these Terms and the provisions of a Confirmed

Order, the provisions of the Confirmed Order will govern and control. Seller may amend or modify these Terms from time to time. Seller may, at its sole discretion, provide Customer with written notice of any such changes, revisions, amendments, or modifications, provided, however that any such changes, revisions, amendments, or modifications shall become effective without any further action by any party and that they shall not apply to any Confirmed Order prior to the effective date of such changes, revisions, amendments, or modifications.

16. APPLICABLE LAW AND JURISDICTION

16.1. These Terms and the Confirmed Orders shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would defer to or cause the application of the substantive laws of any jurisdiction other than Wisconsin. The parties hereby expressly exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

16.2. Any dispute, controversy, or claim arising out of or relating to these Terms and any Confirmed Order, including but not limited to the execution, performance, or termination thereof or to any issue of liability arising out of the performance of these Terms or any Confirmed Order, which the parties have not been able to settle amicably shall be submitted to the exclusive jurisdiction of the state or federal courts with jurisdiction in the County of Calumet, Wisconsin, provided that notwithstanding the foregoing, Seller shall be entitled to seek specific performance and injunctive relief in any court of competent jurisdiction. Each party hereby waives any and all claims, pleas, or defenses (including without limitation a plea for forum non conveniens) that would permit such party to seek the jurisdiction of any courts or arbitration tribunals other than those set forth in the preceding sentence.

16.3. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS.

Plymouth

Prepared For: Brent Baumann
FAN QD467
Contract ID 261525

[Fleet] 2025 Ford Super Duty F-550 DRW (F5H) XL 4WD Reg Cab 145" WB 60" CA (8)



2025 Base Price	\$54,420.00
Options	\$2,438.00
Total	\$56,858.00

Does not include any Minnesota State taxes,
title, or registration fees or Fed Excise Tax or
dealer doc fee

With Snowplow prep

[Fleet] 2025 Ford Super Duty F-550 DRW (F5H) XL 4WD Reg Cab 145" WB 60" CA (8) ( Complete)

Price Summary

PRICE SUMMARY	
	Invoice
Base Price	\$50,200.00
Total Options	\$2,400.00
Vehicle Subtotal	\$50,720.00
Dealer Advertising Adjustment	\$0.00
Destination Charge	\$1,395.00
Grand Total	\$60,721.00

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 24627, Data updated Feb 3, 2025 6:42:00 PM PST

[Fleet] 2025 Ford Super Duty F-550 DRW (F5H) XL 4WD Reg Cab 145" WB 60" CA (8) ( Complete)

Selected Model and Options

MODEL

CODE	MODEL	Invoice
F5H	2025 Ford Super Duty F-550 DRW XL 4WD Reg Cab 145" WB 60" CA	\$56,288.00

COLORS

CODE	DESCRIPTION
Z1	Oxford White

OPTIONS

CODE	DESCRIPTION	Invoice
153	Front License Plate Bracket	\$0.00
18B	Platform Running Boards	\$291.00
1S	Medium Dark Slate, Cloth 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar	\$91.00
44G	Transmission: TorqShift 10-Speed Automatic -inc: 10R140 w/neutral idle, SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road (STD)	\$0.00
473	Snow Plow Prep Package -inc: pre-selected springs (see order guide supplemental reference for springs/FGAWR of specific vehicle configurations), Note 1: Restrictions apply; see supplemental reference or body builders layout book for details, Note 2: Also allows for the attachment of a winch, Note 3: Highly recommended to add (86M) dual battery on 7.3L gas engine, Adding (67B) 410 amp dual alternators for diesel engine is highly recommended for max power output	\$228.00
52B	Trailer Brake Controller	\$273.00
59H	Center High-Mounted Stop Lamp (CHMSL)	\$0.00
660A	Order Code 660A	\$0.00
67A	350 Amp Dual Alternators -inc: 190 Amp + 160 Amp	\$0.00
76C	Exterior Backup Alarm (Pre-Installed)	\$200.00
86M	Dual 68 AH/65 AGM Battery	\$191.00
872	Rear View Camera & Prep Kit -inc: Pre-installed content includes cab wiring and frame wiring to the rear most cross member, Upfitters kit includes camera w/mounting bracket, 20' jumper wire and camera mounting/aiming instructions	\$377.00
91G	Amber-Wht 360-Deg Dual Beacon LED Warning Strobes -inc: Pre-installed	\$592.00
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas (STD)	\$0.00
TGK	Tires: 225/70Rx19.5G BSW Traction (TGK) -inc: 4 traction tires on the rear and 2 traction tires on the front, Not recommended for over the road applications; could incur irregular front tire wear and/or NVH	\$195.00
X48	4.88 Axle Ratio (STD)	\$0.00
Z1	Oxford White	\$0.00

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 24627, Data updated Feb 3, 2025 6:42:00 PM PST

[Fleet] 2025 Ford Super Duty F-550 DRW (F5H) XL 4WD Reg Cab 145" WB 60" CA (8) ( Complete)

OPTIONS		
CODE	DESCRIPTION	Invoice
	Options Total	\$2,438.00

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 24627, Data updated Feb 3, 2025 6:42:00 PM PST



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
TOWMASTERTRUCK.COM

Reference No.
QT 93746

**** QUOTATION ****

Ship To: PLYMOUTH, CITY OF 14900 23RD AVE N PLYMOUTH MN 55447 USA	Cust: 2913 Phone:	Bill To: PLYMOUTH, CITY OF 3400 PLYMOUTH BLVD PLYMOUTH MN 55447	Phone:
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ATTN: BRETT BAUMANN

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	JOSH PAULSON	NET 30 DAYS	2/04/25	3/13/25	0/00/00

Serial No.	
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Order Comments: STATE OF MN CONTRACT # 257425

Build Instructions VALID THRU 08/31/2025

Other Instructions F.O.B. LITCHFIELD, MN -OR- CUSTOMERS W/FUEL CHARGES ONLY

Qty	Part No.	Description	Price Ea.	Net Amt.
1	1997228	- Body 9'6" FSS w/15" high 12 ga SS Fold-Down Sides, 21" high 10 ga SS Lever Top Pin release Tailgate, 40" high 10 ga SS Front, & 3/16" Hardox-450 floor. S-T-T light on Front Headboard. Cabshield, 12 VDC Tailgate trip release, & rear mudflaps included. Mill finish, with underside blasted, seam-sealed, primed and painted gloss black.	\$15,096.00	\$15,096.00
1	9901438	- Hoist TMTE 9' 515SF HOIST W/SUB FRAME, ELECTRIC PUMP, Dump angle: 45°, DOUBLE acting, W/rear hinge point & OSHA approved safety prop.	\$4,886.00	\$4,886.00
1	9902777	- Body Option Aluminum Fold-Down Sides in lieu of Stainless Steel		
1	9905509	- Ladder (SS) Tuck-A-Way Access ladder Pkg, Including Steps & Grab Handle Above, Installed TO BE MOUNTED LH FRONT (DRIVERS SIDE)	\$798.00	\$798.00
1	9901454	- INSTALLATION OF DUMP BODY & ELECTRIC HOIST, w/FMVSS 108 Lights & Rear Flaps	\$3,977.00	\$3,977.00
1	9901897	- TMTE-6 (2) L32LAF TOP MOUNT LED STROBES, 2 5VA02ZAD REAR STROBES W/GROMMETS INSTALLED	\$1,703.00	\$1,703.00
1	9901171	- Fenders M1900 W/Brkts for 19.5" Installed	\$692.00	\$692.00
1	9901583	- Tool Box PRO-TECH 18" x 18" x 30" SINGLE DROP DOOR tool box	\$795.00	\$795.00

--- Continued ---

Accepted by

Date

Price:

Total Discounts:

Net Cost:

Freight

Total:



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
TOWMASTERTRUCK.COM

Reference No.
QT 93746

**** QUOTATION ****

Ship To:	Cust:	2913	Phone:	Bill To:	Phone:
PLYMOUTH, CITY OF				PLYMOUTH, CITY OF	
14900 23RD AVE N				3400 PLYMOUTH BLVD	
PLYMOUTH		MN 55447	USA	PLYMOUTH	MN 55447

ATTN: BRETT BAUMANN

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	JOSH PAULSON	NET 30 DAYS	2/04/25	3/13/25	0/00/00

Serial No.	
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1 9901572 - Tool Box Labor and install kit to INSTALL 24"-48" TOOL BOX	\$497.00	\$497.00
1 9900775 - Hitch TMTE Medium Duty STD Hitch Plate assembly	\$687.00	\$687.00
1 1918065 - Hitch TMTE Medium Duty 5/8 steel pull plate w/gussets	\$687.00	\$687.00
1 9900776 - Hitch PH-20 Pintle Hook installed	\$230.00	\$230.00
1 9900779 - Hitch 2" Square Receiver tube w/pin & clip. NOTE: DERATES hitch, as per hitch bar utilized. Installed	\$271.00	\$271.00
1 330018 - Hitch 2" Square Hitch Bar w/adj for Bolt-On Hitch	\$77.00	\$77.00
1 9902494 - Hitch 7 Contact RV (flat pin) socket installed	\$230.00	\$230.00
1 9901112 - ICC BUMPER	\$232.00	\$232.00
1 9901113 - INSTALLATION OF ICC BUMPER	\$315.00	\$315.00
1 WARRANTY - TOWMASTER EXCLUSIVE WARRANTY: 5 yr Steel/Stainless Steel Body Structure; 5 yr Whelen LED Light Systems; 4 yr SwapLoader Hoists; 1 year Swenson Spreaders, 2 yr Hyd, FALLS Snow Equip, Tele/Scissor Hoists, and all other items.		

Accepted by

Date

Price: \$31,173.00

Total Discounts:

Net Cost: \$31,173.00

Freight

Total: \$31,173.00

General Terms and Conditions for the Sale of Goods by Subsidiaries of ASH North America, Inc

1. SCOPE AND VALIDITY

1.1. These General Terms and Conditions for the Sale of Goods (these "Terms") govern the sale and delivery of all goods and products (the "Products"), and all transactions incidental thereto, by such subsidiary of ASH North America, Inc. identified on the respective Confirmed Order (as defined below) as the seller or supplier ("Seller") to any of its customers (each a "Customer"). The liability of each such subsidiary under these Terms or any Confirmed Order shall be several and not joint. Customer acknowledges and agrees that nothing in these Terms or any Confirmed Order shall be construed as implying joint liability in any case of ASH North America, Inc. or any of its subsidiaries. Each Seller shall be solely responsible for its own acts or omissions under the respective agreement with Customer.

1.2. No other terms or conditions shall be of any force or effect unless otherwise specifically agreed upon by Seller in a writing duly executed by an authorized officer of Seller. These Terms supersede any and all prior oral quotations, communications, agreements, or understandings of the parties in respect to the sale and delivery of the Products. The Seller may issue additional Terms and Conditions of Sale for certain products. These shall apply in addition to the present Terms. Any additional or different terms or conditions contained in Customer's Order (as defined below), response to Seller's confirmation, or any other form or document supplied by Customer are hereby expressly rejected and are rendered null, void, and of no effect. These Terms may not be modified, amended, waived, superseded, or rescinded, except by written agreement signed by an authorized officer of Seller. Delivery of the Products by Seller does not constitute acceptance of any of Customer's terms and conditions and do not serve to modify or amend these Terms.

1.3. The issuance of an Order (as defined below) by Customer to Seller or any communication or conduct of Customer which confirms an agreement for the delivery of Products by Seller, as well as acceptance in whole or in part by Customer of any delivery of Products by Seller, shall be construed as Customer's acceptance of these Terms.

2. OFFERS, ORDERS AND CONFIRMATION

2.1. Unless otherwise specified by Seller in writing, all offers made by Seller are not binding and may be revoked by Seller at any time without any liability to Customer.

2.2. Customer shall issue to Seller orders for the purchase of Products, in written form via the order process determined by Seller from time to time (each, an "Order"). By issuing an Order to Seller, Customer makes an offer to purchase the Products pursuant to these Terms and the terms set forth on such Order. Provided that the Order contains the same terms as in Seller's corresponding offer, the Order shall be binding on Customer for six (6) weeks after Seller's receipt of such Order.

2.3. Seller may refuse an Order for any or no reason. No Order is binding upon Seller until Seller's acceptance of the Order in writing, the issuance of any governmental permit, license, or authority to Seller, as may be required under applicable laws, rules and regulations, and the receipt by Seller of a resale license to be provided by Customer (a "Confirmed Order").

2.4. Specifications and other information on drawings, data sheets, pictures, plans, brochures, catalogs, or Seller's website shall not be binding on Seller unless such specifications and information have been agreed to in writing by Seller in a Confirmed Order. Notwithstanding a Confirmed Order, Seller shall have no obligation to deliver Products to Customer or otherwise fulfill any of its obligations set forth in a Confirmed Order if Customer is in breach of any of its obligations hereunder or any Confirmed Order.

2.5. Customer may submit to Seller written requests to change the terms of a Confirmed Order (each such request, a "Change Order Request"). Seller may, at its sole discretion, consider such Change Order Request, provided that Seller will have no obligation to perform any Change Order Request unless and until Seller has agreed in writing to adopt such Change Order Request. If Seller elects to consider such a Change Order Request, then Seller shall promptly notify Customer of any adjustment to the applicable purchase price for the Products.

2.6. In the event Customer cancels any Confirmed Order for any reason, Customer shall reimburse to Seller all of Seller's costs and

expenses associated with or incurred due to such cancellation, including but not limited to the cost of raw materials, labor, and storage if cancellation occurs before Seller's commencement of production. In the event Customer cancels any Confirmed Order for any reason and Seller has started the production of the Product on the respective Confirmed Order, Customer shall pay to Seller the full purchase price.

2.7. Each Confirmed Order shall be considered a separate agreement between the parties, and any failure to deliver the Products under any Confirmed Order shall have no consequences for other deliveries of Products.

3. PRICES

3.1. Unless otherwise agreed to by the parties in the applicable Confirmed Order, the prices of the Products shall be FCA (agreed delivery location on the applicable Confirmed Order), Incoterms 2022.

3.2. Unless otherwise agreed by the parties in a Confirmed Order, the price of the Products shall not include transportation, insurance, packaging, and Tooling (as defined below) and other materials used for the manufacturing and delivery, sales or Heavy Vehicle Use Tax (HVUT), other use tax or any other similar applicable federal, state or foreign taxes, duties, levies, or charges in any jurisdiction in connection with the sale or delivery of the Products ("Taxes"). Such Taxes shall be payable by Customer, and if Seller is responsible for the collection thereof, such Taxes shall either be added to the price invoiced or be separately invoiced by Seller to Customer. Any special requests concerning shipping, transportation, and insurance shall be communicated to Seller in a timely manner and subject to Seller's prior written approval. Customer shall bear all costs resulting from such requests. In case of lead delivery times of more than two (2) months, Customer hereby acknowledges and agrees that Seller, may, at its sole discretion, increase or decrease the agreed prices on any Confirmed Order in the event of material price changes in wages, materials, energy or raw material after the date of the Confirmed Order.

4. PAYMENT TERMS

4.1. Except as set forth in Section 4.2 or unless otherwise agreed in writing by Seller, the purchase price for the Products and all other amounts due under a Confirmed Order shall be due and payable in US dollars within thirty (30) days following the date of Seller's invoice for such Products without any discount, deduction or offset whatsoever. In no event shall any loss, damage, injury or destruction, Force Majeure (as defined below), or any other event beyond Customer's control release Customer from its obligation to make the payments required herein. Payment of all amounts due hereunder shall be made by bank transfer or in any other manner set forth on Seller's invoice. Customer shall be solely responsible for any bank fees, or other fees, incurred due to the wire transfer or any other selected payment method. If Seller agrees to payment by credit card, Seller shall charge an appropriate transaction fee, which the Customer shall also pay.

4.2. In the event Seller becomes aware of circumstances or has reason to believe that there are circumstances that may have an adverse effect on Customer's financial condition, Seller may require the Customer to pay the total amount of the purchase price or fees, or a portion thereof prior to the delivery of the Products. Seller may, without any liability to Customer, refuse the delivery of any Product in the event the Customer fails to make the payment as required under this Section 4.2.

4.3. Time is of the essence for the payment of all amounts due to Seller under any Confirmed Order. If Customer fails to make payments of any amount when due, Customer shall pay interest to Seller at the rate of one percent (1%) per month or such lesser amount as may be permitted by applicable law starting from the due date until payment to Seller of such amount in full. In addition to the interest, Seller may, at its sole discretion, charge the Customer a flat fee of \$40 for each reminder notice issued to Customer due to late payments. If Customer fails to comply with these Terms or a Confirmed Order, or if Customer becomes insolvent, all balances then due and owing to Seller shall become due immediately, notwithstanding any payment terms agreed by the parties. All costs and expenses incurred by Seller with respect to the collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, and other expenses of litigation) shall be borne by Customer. Every payment by Customer shall first be

applied to pay for Seller's cost of collection, then interest owed by Customer, and then to the oldest outstanding claim.

4.4. Notwithstanding anything in the foregoing Section 4.3 or Section 5, if the parties agreed on installment payments in a Confirmed Order and Customer fails to make any installment payment when due, the remaining balance including accrued interest, and any expenses incurred by Seller shall be due and payable to Seller promptly upon Customer's receipt of written notice of delinquency from Seller.

5. SECURITY INTEREST

5.1. If Seller extends credit to Customer for the purchase price for any Products (including but not limited to pursuant to Section 4.1.), or any other amounts due to Seller, Customer hereby grants to Seller as security for the timely payment and performance of all Customer's payment obligations to Seller, a first priority security interest (the "Security Interest") in all Products heretofore or in the future delivered to Customer and in the proceeds thereof for as long as such Products shall not have been sold by Customer in the ordinary course of business (the "Collateral"). Seller shall be entitled to file any and all financing, continuation, or similar statements under the Uniform Commercial Code in any jurisdiction and take any and all other action necessary or desirable, in Seller's sole and absolute discretion, to perfect its Security Interest in the Collateral and to establish, continue, preserve, and protect Seller's Security Interest in the Collateral. Customer agrees to take any and all actions and provide Customer with all information necessary to enable Seller to perfect and enforce its Security Interest in all jurisdictions and vis-à-vis any of Customer's creditors, and hereby irrevocably grants to Seller a power of attorney to execute all necessary statements or documents in Customer's name for the perfection and enforcement of such Security Interest. The Security Interest shall remain in force until payment in full of the entire purchase price for such Products, and any other amounts due to Seller by Customer. Seller may, without notice, change or withdraw extensions of credit at any time.

6. OBLIGATIONS OF CUSTOMER

6.1. Customer shall use the Products solely for their intended purpose and pursuant to Seller's instructions, and agrees to use only qualified personnel for the handling of the Products. Customer shall ensure that its customers, employees, agents, and other representatives comply with this Section 6.1. and shall be responsible for their acts and omissions.

7. DELIVERY AND ACCEPTANCE

7.1. Unless otherwise agreed in writing by Seller, all deliveries of Products shall be made FCA (agreed delivery location) (Incoterms 2020) and title to and risk of loss for the Products shall pass to Customer upon delivery pursuant to this Section 7.1.

7.2. Any delivery and performance times or dates communicated by or on behalf of Seller are estimates and shall not be binding on Seller. Seller may make partial delivery of Products to be delivered under any Confirmed Order and invoice Customer separately for such partial deliveries or performance. If Customer has not received the Products after six (6) weeks from the estimated delivery date, Customer may make a written request to Seller for delivery. Customer hereby acknowledges and agrees that the actual delivery date of the Products is conditioned upon the complete, accurate and timely delivery of materials from Seller's vendors and suppliers. No delay in delivery of any Products shall relieve Customer of its obligation to accept the delivery or performance thereof and make payments of any amounts due in accordance with these Terms, including but not limited to delays caused governmental restrictions on exports or imports and similar measures.

7.3. Customer's failure to accept the delivery of Products pursuant to a Confirmed Order shall not release or excuse Customer from its obligation to timely pay all amounts due in connection with such Confirmed Order. The Products shall be deemed delivered at the time they have been made available to Customer. If Customer rejects or revokes acceptance of Products, or fails to pay any amounts when due, Seller, in its sole and absolute discretion, may extend the period of delivery of Products by such period as Seller may deem reasonable with such period not exceeding three (3) months from the agreed delivery date, or withhold or cancel delivery of any Products, or cancel any or all Confirmed Orders without any further obligations to Customer whatsoever.

In such event, Customer shall be responsible for any and all costs and expenses incurred, or damages or losses suffered by Seller in connection with any such delay notwithstanding any action or inaction by Seller with regard to such delay. Any remaining Products that have not been accepted by Customer within the extended delivery period determined by Seller will be delivered and invoiced by Seller to Customer and Customer agrees to accept such delivery and pay for the purchase price and other amounts payable for the delivered Products.

8. EXAMINATION AND CONFORMITY TO ORDER

8.1. Promptly upon receipt of any Products, Customer shall conduct a full and complete inspection of such Products as to any defects and to confirm compliance with all requirements of the applicable Confirmed Order. Customer shall notify Seller in writing of any packaging defects, apparent defects, or non-compliance of such Products with the applicable Confirmed Order that Customer has or could reasonably have discovered during such inspection within seven (7) days from the date of receipt of such Products, and Customer shall notify Seller in writing within three (3) days of the date on which Customer shall first have become aware of any hidden defect or non-compliance which could not reasonably have been discovered during Customer's initial inspection of the Products. Such notification shall include reasonable details (including images) on the alleged defects including lot, batch, or Order numbers.

8.2. If Customer fails to timely notify Seller of any defects or other non-compliance of any Products delivered or Customer (or its customers, employees, agents, or representatives) uses, destroys, or modifies any Products that Customer knows or should have known to be defective or non-compliant without Seller's prior written consent, Customer shall be deemed to have unconditionally accepted such Products and waived all of its claims for breach of warranty or otherwise in respect of such Products.

8.3. Customer may only return the Products to Seller with Seller's prior written approval. If the return has been approved by Seller, Customer shall return the Products to Seller at Customer's sole risk and expense to the destination directed by Seller.

8.4. Complaints of Customer in connection with the shipping or transport shall be directed to the carrier promptly upon receipt of the delivery or the freight documents.

9. LIMITED PRODUCT WARRANTY

9.1. Seller warrants to Customer that the Products will be free of defects in material and workmanship and conform with the requirements set forth in the applicable Confirmed Order for a period of twelve (12) months from the date of delivery for new business Products and ninety (90) days for after sales Products. (the "Limited Product Warranty").

9.2. Unless expressly agreed to in writing by Seller, Seller makes no warranty that the Products comply with applicable law, regulations, or specifications in any jurisdiction in which the Products may be used, integrated or incorporated. Any governmental or other approvals necessary in connection with the use, integration or incorporation of the Products shall be Customer's sole responsibility.

9.3. The Limited Product Warranty shall be void if the Defect (as defined below) resulted from (a) improper or inadequate use, storage, handling, operation, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following delivery of the Product, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

9.4. In the event of an alleged breach of the Limited Product Warranty (a "Defect"), Customer shall, at Customer's sole expense, send the Product to Seller. Seller shall conduct the necessary tests on such Product within a reasonable period. If Seller confirms the Defect, Sellershall, at its sole option and discretion, repair or replace the Defective Product. If the repair or replacement of the Defective Product is commercially unreasonable to Seller, Seller may, at its sole discretion, issue a refund to Customer in the amount Seller deems adequate. Such repair, replacement, or refund shall be the sole liability of Seller and the sole remedy of Customer with respect to a Defect. In no event shall any warranty claims for a Defect be made after twelve (12) months from the date of Customer's receipt of the Products. Any Products or parts returned to Seller for removal or repair under this Section 9.4 shall be the property of Seller. Any applicable Limited Product Warranty period shall not start anew with the repair or replacement of the Defective Product (or any portion thereof).

9.5. Except for Limited Product Warranty, SELLER HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. Seller makes no other warranties with respect to the Products, and no person is authorized to make any warranties on behalf of Seller that are inconsistent with the warranties set forth under this Section 9.

10. LIMITATION OF LIABILITY

10.1. IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER, ITS CUSTOMERS, EMPLOYEES, AGENTS, AND OTHER REPRESENTATIVES FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, OR USE, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OF THE TERMS CONTAINED HEREIN, SELLER'S LIABILITY FOR ANY CLAIM WHETHER BASED UPON CONTRACT, TORT, EQUITY, NEGLIGENCE, OR ANY OTHER LEGAL CONCEPT SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PRODUCTS, GIVING RISE TO SUCH CLAIM. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THESE TERMS FAIRLY ALLOCATE THE RISKS BETWEEN SELLER AND CUSTOMER, THAT SELLER'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, SELLER WOULD NOT HAVE ENTERED INTO AN AGREEMENT WITH CUSTOMER FOR THE SALE OF THE PRODUCTS.

10.2. Seller shall not be liable for, and Customer assumes responsibility and shall indemnify, defend, and hold Seller harmless for any and all claims, including without limitation claims for personal injury or property damages, resulting from (a) the improper or inadequate use, storage, handling, operation, assembly, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, or repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following the delivery of the Products, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, or (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

10.3. In jurisdictions that limit or preclude limitations or exclusion of remedies, damages, or liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages, or liability set forth in these Terms are intended to apply to the maximum extent permitted by applicable law, and these Terms shall be deemed amended to comply with such limitations or exclusions. Customer may also have other rights that vary by state, country or other jurisdiction.

11. CONFIDENTIALITY

11.1. "Confidential Information" means: (i) any know-how, trade secrets, and other business or technical information of Seller that is confidential or proprietary or due to its nature or under the circumstances of its disclosure the Customer knows or has reason to know should be treated as confidential or proprietary, including but not limited to quotations, drawings, project documentation, samples and models.

11.2. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of these Terms by the Customer; (ii) is rightfully known by the Customer at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Customer without use of Seller's Confidential Information; (iv) is rightfully received by the Customer from a third party without restriction on use or disclosure; or (v) is disclosed with Seller's prior written approval.

11.3. Customer shall not use Seller's Confidential Information except as necessary to use the Products and will not disclose such Confidential Information to any third party except to those of its employees, agents, subcontractors, or representatives who have a bona fide need to know such Confidential Information to enable Customer to use the Products; provided that each such employee, agent, subcontractor, and/or representative is/are bound by a written agreement that contains use and nondisclosure restrictions not less stringent than the terms set forth in this Section 11.3. The Customer will employ all reasonable steps to protect Seller's Confidential Information from unauthorized use or disclosure, including, but not limited to, all steps that it takes to protect its own information of like importance. The foregoing obligations will not restrict the Customer from disclosing Seller's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Customer gives reasonable notice to Seller to contest such order or requirement; (ii) to its legal or financial advisors; and (iii) as required under applicable securities regulations.

11.4. In the event of a violation or threatened violation of Customer's obligations under this Section 11, Seller shall be entitled to seek equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance and any other relief that may be available from any court, without the requirement to secure or post any bond, or show actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but in addition to all other remedies available under these Terms, at law, or in equity.

12. INTELLECTUAL PROPERTY

12.1 Seller reserves the sole and exclusive ownership of the intellectual property rights in the Products (including but not limited to the technology used to manufacture the Products) and any improvements thereof regardless of inventorship or authorship. Customer shall not (and shall cause its employees, agents, representatives and customers to not) reverse engineer, decompile, disassemble, or decode any of Seller's intellectual property embedded or used in any of the Product.

13. FORCE MAJEURE

13.1. Seller shall not be responsible for any failure or delay in its performance under these Terms due to causes beyond its reasonable control, including, but not limited to, disruptions of the public power supply, communications, and transportation infrastructure, governmental measures, malware or hacker attacks, fire, extraordinary weather events, epidemics, pandemics (or any government restrictions implemented as a result thereof), nuclear and chemical accidents, earthquakes, war, terrorist attacks, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, or other acts of God.

14. MISCELLANEOUS

14.1. If any provision contained in these Terms or any Confirmed Order is held by final judgment of a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalid, illegal, or unenforceable

provision shall be severed from the remainder of these Terms or such Confirmed Order, and the remainder of these Terms or such Confirmed Order shall be enforced. In addition, the invalid, illegal, or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these Terms, such modification being made to the minimum extent necessary to render such provision valid, legal, and enforceable.

14.2. Seller may assign its rights and/or delegate its liabilities under any Confirmed Order at any time. Customer may not assign its rights or delegate its responsibilities under a Confirmed Order without Seller's prior written consent.

14.3. Seller's waiver of any breach or violation of these Terms or the provisions of any Confirmed Order by Customer shall not be construed as a waiver of any other present or future breach or breaches by Customer.

14.4. The parties hereto are independent contractors and nothing in these Terms will be construed as creating a joint venture, partnership, employment, or agency relationship between the parties.

14.5. Notices by a party regarding the exercise of rights and obligations under these Terms must be signed by authorized representatives of such party, and delivered via courier, mail, or e-mail to the other party's address indicated in the applicable Confirmed Order, provided that a notice by e-mail shall only be validly given if receipt thereof is acknowledged in writing by the recipient.

15. ENTIRE AGREEMENT; CONFLICTS.

15.1. These Terms, including the applicable Confirmed Order, constitute the entire and exclusive agreement of the parties regarding the subject matter hereof and supersede any and all prior or contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter. In the event of a conflict between the provisions of these Terms and the provisions of a Confirmed

Order, the provisions of the Confirmed Order will govern and control. Seller may amend or modify these Terms from time to time. Seller may, at its sole discretion, provide Customer with written notice of any such changes, revisions, amendments, or modifications, provided, however that any such changes, revisions, amendments, or modifications shall become effective without any further action by any party and that they shall not apply to any Confirmed Order prior to the effective date of such changes, revisions, amendments, or modifications.

16. APPLICABLE LAW AND JURISDICTION

16.1. These Terms and the Confirmed Orders shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would defer to or cause the application of the substantive laws of any jurisdiction other than Wisconsin. The parties hereby expressly exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

16.2. Any dispute, controversy, or claim arising out of or relating to these Terms and any Confirmed Order, including but not limited to the execution, performance, or termination thereof or to any issue of liability arising out of the performance of these Terms or any Confirmed Order, which the parties have not been able to settle amicably shall be submitted to the exclusive jurisdiction of the state or federal courts with jurisdiction in the County of Calumet, Wisconsin, provided that notwithstanding the foregoing, Seller shall be entitled to seek specific performance and injunctive relief in any court of competent jurisdiction. Each party hereby waives any and all claims, pleas, or defenses (including without limitation a plea for forum non conveniens) that would permit such party to seek the jurisdiction of any courts or arbitration tribunals other than those set forth in the preceding sentence.

16.3. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS.

CITY OF PLYMOUTH

RESOLUTION No. 2025-102

RESOLUTION APPROVING PURCHASE OF THREE UTILITY TRUCKS FOR MAINTENANCE OPERATIONS

WHEREAS, the 2025-2034 Capital Improvement Plan (CIP) and 2025 budget include the replacement of two new utility trucks and purchase of one new utility truck for maintenance operations; and

WHEREAS, Saxon Fleet Services, has the contract with the state for truck chassis meeting the city's specifications, State Contract No. 261525; and

WHEREAS, ABM Equipment has a contract with the state for installation of utility body and special equipment bodies that meet the city's specifications, State Contract No T-765(5); and

WHEREAS, Towmaster Truck Equipment has a contract with the state for installation of utility bodies and special equipment that meet the city's specifications, State Contract No 257425; and

WHEREAS, the city may make purchases off the state contracts.

NOW, THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA, that the purchase of three utility trucks from Saxon Fleet Services, Towmaster Truck Equipment, and ABM Equipment is approved.

BE IT FURTHER RESOLVED, the amount due to Saxon Fleet Services is \$168,197 for the three utility trucks, ABM Equipment is \$82,269 and Towmaster Truck Equipment is \$67,221 for installation of utility bodies and special equipment, at a total cost of \$317,687 is approved.

BE IT FURTHER RESOLVED that funding would come from Central Equipment in the amount of \$189,656, Street Maintenance in the amount of \$40,000, and from Park Maintenance in the amount of \$88,031.

APPROVED by the City Council on this 8th day of April 2025.

To: Dave Callister, City Manager

Prepared by: Abbie Browen, Public Works Operations Manager

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

Item: **Approve purchase of road salt through State of Minnesota Cooperative Purchasing Venture (CPV)**

1. Action Requested:

Adopt attached resolution approving purchase of road salt through the CPV administered by the Minnesota Office of State Procurement.

2. Background:

The Minnesota Office of State Procurement solicits bids for road salt on behalf of governmental agencies in the State Cooperative Purchasing Venture (CPV) that wish to participate in a fixed-price rock salt program and gain advantageous pricing through large quantity cooperative purchasing. The city responded to the state with its committed quantities for the 2024-2025 winter season at the fixed price contract in order to participate. Fixed pricing is an alternative to buying solely at the spot price, which can fluctuate throughout the year with the volatility of markets. The contract release number that the city participates in is S-763(5) titled Crushed Rock Salt Regular and Treated - For Road Use.

The city seeks to purchase 2,000 tons of road salt at a fixed price before May 31, 2025. The current contract term is June 15, 2023, through May 31, 2025.

3. Budget Impact:

The Street Maintenance budget includes \$300,000 for snow and ice control chemicals and the cost to purchase 2,000 tons of salt is \$203,040.

4. Attachments:

1. Resolution

CITY OF PLYMOUTH

RESOLUTION No. 2025-103

RESOLUTION APPROVING ROCK SALT PURCHASES THROUGH THE STATE OF MINNESOTA COOPERATIVE PURCHASING VENTURE

WHEREAS, the Minnesota Office of State Procurement offers an annual winter season rock salt program through the Cooperative Purchase Venture; and

WHEREAS, the current contract term is from June 15, 2023, through May 31, 2025; and

WHEREAS, the City of Plymouth commits to purchasing 2,000 tons of rock salt for the 2024-2025 winter season at a fixed price; and

WHEREAS, the cost to purchase 2,000 tons of rock salt is \$203,040; and

WHEREAS, the purchase of rock salt is included in the 2025 Street Maintenance budget.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that the purchase of rock salt through the Cooperative Purchasing Venture, administered by the Minnesota Office of State Procurement, for the subject contract term is approved.

BE IT FURTHER RESOLVED, that funding for these purchases shall be from the Street Maintenance Fund in an amount up to \$203,040.

APPROVED by the City Council on this 8th day of April, 2025.

To: Dave Callister, City Manager

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

Reviewed by: Michael Thompson, Public Works Director

Item: **Public improvement and assessment hearing, and award of contract for the 36th Avenue Rehabilitation Project (ST250002)**

1. Action Requested:

Adopt attached resolutions ordering improvements, adopting assessment roll, awarding contract, and approving the supplemental agreement for the 36th Avenue Rehabilitation Project (ST250002). Approval of resolution ordering the improvement requires 6/7 vote of the Council and all others require 4/7 vote.

2. Background:

On January 28, 2025, Council approved plans and specifications, ordered advertisement for bids, and set April 8, 2025 as the date for the public improvement and assessment hearing for the 36th Avenue Rehabilitation Project. In accordance with state statute, notice of the improvement and assessment hearing has been sent to all affected property owners and has been posted in the city's designated newspaper. This project includes pavement rehabilitation of 36th Avenue from Zachary Lane to Highway 169, reconstruction of Kilmer Lane to align with the intersection of Lancaster Lane, installation of a traffic signal at the Kilmer Lane/Lancaster Lane/36th Avenue intersection, reconstruction and realignment of Three Rivers Park District's regional trail, pedestrian safety improvements, access and routing improvements at Plymouth Middle School, and curb and utility replacements as needed.

Bids were publicly opened for this project on February 28, 2025, and a total of 5 bids were received as detailed in the attached bid tabulation. Staff has reviewed the information submitted by New Look Contracting, Inc. of Rogers, Minnesota for compliance with the responsible bidder criteria and finds the information acceptable. New Look Contracting has previously worked on similar projects within Plymouth and

other nearby cities. Staff feels that New Look Contracting is capable of constructing the project in accordance with the approved plans and specifications.

The current assessment policy assesses 40% of the street improvement costs. Construction of the traffic signal, trails, and miscellaneous utility repairs are not proposed to be assessed. Properties guided or zoned for single-family use shall be assessed on a per-unit basis and properties of other types are assessed by equivalent units. Improvements to the Three Rivers Park District regional trail and Plymouth Middle School will be funded by each respective party.

Bolton & Menk, Inc. was previously designated as engineer for the project and provided engineering design services. A proposal was solicited from Bolton & Menk to provide construction services including administration, inspection, and construction services. If awarded, construction is expected to start in early summer and be substantially complete in the fall of 2025.

3. Budget Impact:

This project is included in the 2025 Capital Improvement Plan (2025-2034) at an estimated cost of \$10,200,000. With the favorable bid pricing, the total estimated project cost of the 36th Avenue Rehabilitation Project, based on the low bid, is \$9,230,000 and includes the improvements (\$4,749,709.00), engineering and administration (\$1,335,844.94) easement acquisition (\$500,000), contingency (\$477,615.06), and previously completed improvements (\$2,166,831.00). Improvements already completed include the acquisition of 3525 Kilmer Lane, building demolition, and the city's share of the replacement of the bridge over State Highway 169. The project would be funded from the Street Reconstruction Fund (\$3,133,974.64), the MSA Fund (\$2,900,000.00), the Water Fund (\$316,366.30), the Water Resources Fund (\$300,000.00), special assessments (\$242,538.35), Sewer Fund (\$35,994.72), Three Rivers Park District (\$1,512,406.88), and Robbinsdale School District (\$788,719.11).

4. Attachments:

1. Location map
2. Bid tabulation
3. Award recommendation letter
4. Assessment roll and map
5. Supplemental agreement
6. City Council Resolution 2025-104
7. City Council Resolution 2025-105
8. City Council Resolution 2025-106



0 940 Feet

36th Avenue Rehabilitation Project City Project ST250002



ABSTRACT

36th Avenue Rehabilitation

City of Plymouth, MN

City Project # ST250002

BMI Project # 0T1.129846

02/28/2025 10:00 AM CST

						Engineer Estimate		1 New Look Contracting, Inc.		2 Valley Paving, Inc		3 Park Construction Company		4 S.M. Hentges & Sons, Inc.		5 GMH Asphalt Corporation	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
	1	2021.501	MOBILIZATION	LUMP SUM	1	\$250,000.00	\$250,000.00	\$175,000.00	\$175,000.00	\$206,373.00	\$206,373.00	\$363,500.00	\$363,500.00	\$243,000.00	\$243,000.00	\$250,000.00	\$250,000.00
	2	2101.502	CLEARING	TREE	69	\$500.00	\$34,500.00	\$685.00	\$47,265.00	\$428.00	\$29,532.00	\$1,600.00	\$110,400.00	\$593.00	\$40,917.00	\$1,206.00	\$83,214.00
	3	2101.502	GRUBBING	TREE	69	\$250.00	\$17,250.00	\$228.00	\$15,732.00	\$214.00	\$14,766.00	\$150.00	\$10,350.00	\$310.00	\$21,390.00	\$77.00	\$5,313.00
	4	2104.501	REMOVE CURB AND GUTTER	LIN FT	7413	\$8.00	\$59,304.00	\$5.00	\$37,065.00	\$7.65	\$56,709.45	\$4.10	\$30,393.30	\$1.30	\$9,636.90	\$4.00	\$29,652.00
	5	2104.502	SALVAGE MAILBOX	EACH	11	\$100.00	\$1,100.00	\$100.00	\$1,100.00	\$101.65	\$1,118.15	\$100.00	\$1,100.00	\$107.00	\$1,177.00	\$101.00	\$1,111.00
	6	2104.502	SALVAGE SIGN PANEL	EACH	60	\$100.00	\$6,000.00	\$16.00	\$960.00	\$16.05	\$963.00	\$20.00	\$1,200.00	\$17.00	\$1,020.00	\$15.85	\$951.00
	7	2104.502	REMOVE SIGN POST	EACH	58	\$50.00	\$2,900.00	\$27.00	\$1,566.00	\$26.75	\$1,551.50	\$20.00	\$1,160.00	\$28.00	\$1,624.00	\$26.45	\$1,534.10
	8	2104.502	REMOVE DRAINAGE STRUCTURE	EACH	15	\$600.00	\$9,000.00	\$980.00	\$14,700.00	\$977.00	\$14,655.00	\$689.00	\$10,335.00	\$551.00	\$8,265.00	\$801.00	\$12,015.00
	9	2104.502	SALVAGE BENCH	EACH	1	\$300.00	\$300.00	\$250.00	\$250.00	\$345.00	\$345.00	\$298.00	\$298.00	\$537.00	\$537.00	\$529.00	\$529.00
	10	2104.502	REMOVE HYDRANT	EACH	2	\$750.00	\$1,500.00	\$975.00	\$1,950.00	\$2,384.00	\$4,768.00	\$932.00	\$1,864.00	\$114.00	\$228.00	\$319.00	\$638.00
	11	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	1140	\$5.00	\$5,700.00	\$2.50	\$2,850.00	\$2.30	\$2,622.00	\$1.85	\$2,109.00	\$3.00	\$3,420.00	\$2.45	\$2,793.00
	12	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	220	\$6.00	\$1,320.00	\$10.00	\$2,200.00	\$4.28	\$941.60	\$5.00	\$1,100.00	\$5.00	\$1,100.00	\$6.60	\$1,452.00
	13	2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	712	\$20.00	\$14,240.00	\$22.00	\$15,664.00	\$29.00	\$20,648.00	\$22.40	\$15,948.80	\$23.00	\$16,376.00	\$12.80	\$9,113.60
	14	2104.503	SALVAGE FENCE	LIN FT	538	\$20.00	\$10,760.00	\$17.00	\$9,146.00	\$16.21	\$8,720.98	\$22.50	\$12,105.00	\$17.00	\$9,146.00	\$23.80	\$12,804.40
	15	2104.503	SALVAGE RETAINING WALL	LIN FT	9	\$15.00	\$135.00	\$54.00	\$486.00	\$110.42	\$993.78	\$62.20	\$559.80	\$74.00	\$666.00	\$106.00	\$954.00
	16	2104.503	REMOVE FENCE	LIN FT	19	\$15.00	\$285.00	\$11.50	\$218.50	\$10.81	\$205.39	\$20.00	\$380.00	\$11.00	\$209.00	\$21.15	\$401.85
	17	2104.503	REMOVE RETAINING WALL	LIN FT	190	\$30.00	\$5,700.00	\$65.00	\$12,350.00	\$15.00	\$2,850.00	\$22.00	\$4,180.00	\$47.00	\$8,930.00	\$52.90	\$10,051.00
	18	2104.503	REMOVE WATERMAIN	LIN FT	345	\$15.00	\$5,175.00	\$24.50	\$8,452.50	\$27.00	\$9,315.00	\$18.70	\$6,451.50	\$2.00	\$690.00	\$9.25	\$3,191.25
	19	2104.503	REINSTALL RETAINING WALL	LIN FT	9	\$15.00	\$135.00	\$295.00	\$2,655.00	\$165.64	\$1,490.76	\$156.00	\$1,404.00	\$222.00	\$1,998.00	\$254.00	\$2,286.00
	20	2104.504	RECLAIM BITUMINOUS PAVEMENT (ALL DEPTHS)	SQ YD	21872	\$3.00	\$65,616.00	\$6.00	\$131,232.00	\$1.96	\$42,869.12	\$3.40	\$74,364.80	\$1.00	\$21,872.00	\$8.15	\$178,256.80
	21	2104.504	REMOVE BITUMINOUS STREET PAVEMENT	SQ YD	4020	\$6.00	\$24,120.00	\$6.00	\$24,120.00	\$0.91	\$3,658.20	\$5.25	\$21,105.00	\$5.00	\$20,100.00	\$5.00	\$20,100.00
	22	2104.504	REMOVE CONCRETE WALK	SQ YD	2020	\$8.00	\$16,160.00	\$9.25	\$18,685.00	\$8.75	\$17,675.00	\$6.15	\$12,423.00	\$2.50	\$5,050.00	\$7.00	\$14,140.00
	23	2104.505	REMOVE CONCRETE DRIVEWAY	SQ YD	645	\$10.00	\$6,450.00	\$15.00	\$9,675.00	\$12.00	\$7,740.00	\$8.20	\$5,289.00	\$4.00	\$2,580.00	\$12.00	\$7,740.00
	24	2104.602	SALVAGE DECORATIVE/MEMORIAL BOULDERS	EACH	2	\$250.00	\$500.00	\$100.00	\$200.00	\$476.50	\$953.00	\$149.00	\$298.00	\$537.00	\$1,074.00	\$264.00	\$528.00
	25	2104.603	ABANDON WATERMAIN	LIN FT	165	\$50.00	\$8,250.00	\$17.00	\$2,805.00	\$11.81	\$1,948.65	\$12.70	\$2,095.50	\$34.00	\$5,610.00	\$18.45	\$3,044.25
	26	2105.504	REMOVE BITUMINOUS TRAIL/DRIVEWAY PAVEMENT	SQ YD	4470	\$8.00	\$35,760.00	\$3.50	\$15,645.00	\$0.85	\$3,799.50	\$4.65	\$20,785.50	\$1.80	\$8,046.00	\$6.50	\$29,055.00
	27	2105.507	FILTRATION BASIN EXCAVATION	CU YD	831	\$40.00	\$33,240.00	\$30.00	\$24,930.00	\$24.00	\$19,944.00	\$20.50	\$17,035.50	\$24.00	\$19,944.00	\$15.05	\$12,506.55
	28	2105.507	COMMON EXCAVATION	CU YD	13462	\$30.00	\$403,860.00	\$26.00	\$350,012.00	\$23.50	\$316,357.00	\$31.75	\$427,418.50	\$24.00	\$323,088.00	\$33.75	\$454,342.50
	29	2105.607	SUBGRADE EXCAVATION	CU YD	2446	\$30.00	\$73,380.00	\$26.00	\$63,596.00	\$22.75	\$55,646.50	\$0.01	\$24.46	\$23.50	\$57,481.00	\$32.75	\$80,106.50
	30	2105.607	STABILIZING AGGREGATE (CLASS 5/SALVAGED RECLAIM)	CU YD	2446	\$40.00	\$97,840.00	\$35.00	\$85,610.00	\$8.00	\$19,568.00	\$0.01	\$24.46	\$13.50	\$33,021.00	\$4.00	\$9,784.00
	31	2105.607	SELECT GRANULAR BORROW	CU YD	1594	\$35.00	\$55,790.00	\$16.00	\$25,504.00	\$39.50	\$62,963.00	\$35.60	\$56,746.40	\$27.50	\$43,835.00	\$36.35	\$57,941.90
	32	2105.607	SELECT GRANULAR TRENCH BACKFILL	CU YD	665	\$35.00	\$23,275.00	\$16.00	\$10,640.00	\$31.50	\$20,947.50	\$26.50	\$17,622.50	\$22.50	\$14,962.50	\$3.50	\$2,327.50
	33	2106.607	EXCAVATION SPECIAL	CU YD	500	\$50.00	\$25,000.00	\$6.00	\$3,000.00	\$11.95	\$5,975.00	\$13.90	\$6,950.00	\$12.00	\$6,000.00	\$25.00	\$12,500.00
	34	2106.609	HAUL AND DISPOSE OF CONTAMINATED SOIL	TON	800	\$50.00	\$40,000.00	\$30.00	\$24,000.00	\$32.00	\$25,600.00	\$38.10	\$30,480.00	\$54.00	\$43,200.00	\$30.25	\$24,200.00
	35	2108.504	GEOTEXTILE FABRIC TYPE 5	SQ YD	4777	\$2.00	\$9,554.00	\$2.00	\$9,554.00	\$1.10	\$5,254.70	\$2.30	\$10,987.10	\$1.70	\$8,120.90	\$0.77	\$3,678.29
	36	2123.61	EXPLORATORY EXCAVATION	HOURL	40	\$1,000.00	\$40,000.00	\$200.00	\$8,000.00	\$866.50	\$34,660.00	\$876.00	\$35,040.00	\$1,400.00	\$56,000.00	\$809.00	\$32,360.00
	37	2221.509	AGGREGATE BASE CLASS 5	CU YD	1307	\$45.00	\$58,815.00	\$50.00	\$65,350.00	\$38.50	\$50,319.50	\$43.00	\$56,201.00	\$40.00	\$52,280.00	\$39.90	\$52,149.30
	38	2221.509	CLASS 2 AGGREGAGE SURFACING (GRAVEL DRIVEWAY)	TON	19	\$50.00	\$950.00	\$80.00	\$1,520.00	\$59.25	\$1,125.75	\$79.70	\$1,514.30	\$80.00	\$1,520.00	\$99.55	\$1,891.45
	39	2231.509	BITUMINOUS PATCH (SPWEA240B)	TON	117	\$50.00	\$5,850.00	\$187.75	\$21,966.75	\$165.50	\$19,363.50	\$216.00	\$25,272.00	\$155.00	\$18,135.00	\$202.00	\$23,634.00
	40	2232.504	4" MILL BITUMINOUS SURFACE (PRE-MILLING)	SQ YD	8950	\$2.00	\$17,900.00	\$3.25	\$29,087.50	\$1.88	\$16,826.00	\$1.50	\$13,425.00	\$2.00	\$17,900.00	\$1.73	\$15,483.50
	41	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	1604	\$5.00	\$8,020.00	\$2.25	\$3,609.00	\$2.00	\$4,892.00	\$3.05	\$4,892.20	\$4.00	\$6,416.00	\$4.95	\$7,939.80
	42	2360.509	TYPE SP 9.5 WEAR COURSE MIX (SPWEB440C)	TON	1376	\$105.00	\$144,480.00	\$99.25	\$136,568.00	\$102.61	\$141,191.36	\$94.00	\$129,344.00	\$103.00	\$141,728.00	\$98.95	\$136,155.20
	43	2360.509	TYPE SP 9.5 WEAR COURSE MIX (SPWEB340C)	TON	4908	\$100.00	\$490,800.00	\$93.75	\$460,125.00	\$94.00	\$461,352.00	\$88.80	\$435,830.40	\$98.00	\$480,984.00	\$92.15	\$452,272.20
	44	2360.509	TYPE SP 12.5 NON-WEAR COURSE MIX (SPNWB430B)	TON	1720	\$100.00	\$172,000.00	\$85.00	\$146,200.00	\$90.00	\$154,800.00	\$82.40	\$141,728.00	\$88.00	\$151,360.00	\$84.25	\$144,910.00
	45	2360.509	TYPE SP 12.5 NON-WEAR COURSE MIX (SPNWB330B)	TON	552	\$95.00	\$52,440.00	\$99.25	\$54,786.00	\$89.50	\$49,404.00	\$118.00	\$65,136.00	\$123.00	\$67,896.00	\$84.50	\$46,644.00
	46	2411.618	MODULAR BLOCK RETAINING WALL	SQ FT	1125	\$175.00	\$196,875.00	\$92.25	\$103,781.25	\$71.10	\$79,987.50	\$74.70	\$84,037.50	\$60.00	\$67,500.00	\$56.05	\$63,056.25
	47	2502.503	6" PVC PIPE DRAIN CLEANOUT	EACH	9	\$500.00	\$4,500.00	\$500.00	\$4,500.00	\$754.50	\$6,790.50	\$483.00	\$4,347.00	\$804.00	\$7,236.00	\$460.00	\$4,140.00
	48	2502.603	6" PVC PERFORATED PIPE DRAIN	LIN FT	877	\$40.00	\$35,080.00	\$29.00	\$25,433.00	\$25.85	\$22,670.45	\$35.00	\$30,695.00	\$22.00	\$19,294.00	\$16.35	\$14,338.95
	49	2503.503	15" RC PIPE SEWER DESIGN 3006 CL V (STORM)	LIN FT	1471	\$65.00	\$95,615.00	\$76.00	\$111,796.00	\$79.75	\$117,312.25	\$73.60	\$108,265.60	\$88.00	\$129,448.00	\$66.10	\$97,233.10
	50	2503.503	18" RC PIPE SEWER DESIGN 3006 CL V (STORM)	LIN FT	531	\$75.00	\$39,825.00	\$79.00	\$41,949.00	\$82.00	\$43,542.00	\$77.80	\$41,311.80	\$88.00	\$46,728.00	\$70.00	\$37,170.00
	51	2503.503	21" RC PIPE SEWER DESIGN 3006 CL V (STORM)	LIN FT	495	\$85.00	\$42,075.00	\$86.25	\$42,693.75	\$92.50	\$45,787.50	\$88.20	\$43,659.00	\$88.00	\$43,560.00	\$82.90	\$41,035.50
	52	2503.503	27" RC PIPE SEWER DESIGN 3006 CL V (STORM)	LIN FT	44	\$110.00	\$4,840.00	\$131.25	\$5,775.00	\$180.25	\$7,931.00	\$173.00	\$7,612.00	\$184.00	\$8,096.00	\$172.00	\$7,568.00
	53	2503.602	CONNECT TO EXISTING STORM SEWER PIPE	EACH	1	\$1,000.00	\$1,000.00	\$950.00	\$950.00	\$651.00	\$651.00	\$1,400.00	\$1,400.00	\$995.00	\$995.00	\$884.00	\$884.00

						Engineer Estimate		1 New Look Contracting, Inc.		2 Valley Paving, Inc		3 Park Construction Company		4 S.M. Hentges & Sons, Inc.		5 GMH Asphalt Corporation	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
	54	2503.602	CONNECT TO EXISTING STORM SEWER STRUCTURE	EACH	4	\$1,500.00	\$6,000.00	\$2,500.00	\$10,000.00	\$867.00	\$3,468.00	\$1,860.00	\$7,440.00	\$995.00	\$3,980.00	\$901.00	\$3,604.00
	55	2504.601	TEMPORARY WATER SERVICE	LUMP SUM	1	\$10,000.00	\$10,000.00	\$1.00	\$1.00	\$13,000.00	\$13,000.00	\$6,530.00	\$6,530.00	\$5,330.00	\$5,330.00	\$1,595.00	\$1,595.00
	56	2504.602	REPAIR WATER VALVE (REPLACE BOLTS & VALVE BOX)	EACH	5	\$2,500.00	\$12,500.00	\$5,000.00	\$25,000.00	\$4,218.00	\$21,090.00	\$2,850.00	\$14,250.00	\$1,975.00	\$9,875.00	\$3,861.00	\$19,305.00
	57	2504.602	REPLACE FITTING BOLT	EACH	100	\$150.00	\$15,000.00	\$200.00	\$20,000.00	\$181.00	\$18,100.00	\$211.00	\$21,100.00	\$104.00	\$10,400.00	\$49.85	\$4,985.00
	58	2504.602	HYDRANT	EACH	6	\$7,000.00	\$42,000.00	\$10,500.00	\$63,000.00	\$7,900.00	\$47,400.00	\$7,110.00	\$42,660.00	\$7,117.00	\$42,702.00	\$6,284.00	\$37,704.00
	59	2504.602	ADJUST VALVE BOX	EACH	8	\$500.00	\$4,000.00	\$750.00	\$6,000.00	\$459.25	\$3,674.00	\$505.00	\$4,040.00	\$2,266.00	\$18,128.00	\$911.00	\$7,288.00
	60	2504.602	6" GATE VALVE & BOX	EACH	11	\$3,000.00	\$33,000.00	\$4,150.00	\$45,650.00	\$6,098.00	\$67,078.00	\$3,270.00	\$35,970.00	\$2,732.00	\$30,052.00	\$3,028.00	\$33,308.00
	61	2504.602	8" GATE VALVE & BOX	EACH	7	\$3,500.00	\$24,500.00	\$5,750.00	\$40,250.00	\$7,137.00	\$49,959.00	\$4,410.00	\$30,870.00	\$3,640.00	\$25,480.00	\$4,322.00	\$30,254.00
	62	2504.602	CONNECT TO EXISTING WATERMAIN	EACH	23	\$4,000.00	\$92,000.00	\$1,050.00	\$24,150.00	\$1,300.00	\$29,900.00	\$1,050.00	\$24,150.00	\$904.00	\$20,792.00	\$832.00	\$19,136.00
	63	2504.602	CURB BOX COVER	EACH	1	\$350.00	\$350.00	\$125.00	\$125.00	\$263.00	\$263.00	\$245.00	\$245.00	\$145.00	\$145.00	\$165.00	\$165.00
	64	2504.603	6" PVC WATERMAIN	LIN FT	65	\$60.00	\$3,900.00	\$50.00	\$3,250.00	\$154.00	\$10,010.00	\$64.50	\$4,192.50	\$185.00	\$12,025.00	\$117.00	\$7,605.00
	65	2504.603	8" PVC WATERMAIN	LIN FT	515	\$80.00	\$41,200.00	\$57.00	\$29,355.00	\$62.75	\$32,316.25	\$71.50	\$36,822.50	\$122.00	\$62,830.00	\$56.55	\$29,123.25
	66	2504.603	4" PVC PIPE SEWER	LIN FT	30	\$50.00	\$1,500.00	\$46.00	\$1,380.00	\$51.50	\$1,545.00	\$46.00	\$1,380.00	\$19.00	\$570.00	\$29.05	\$871.50
	67	2504.604	4" INSULATION	SQ YD	220	\$3.00	\$660.00	\$33.00	\$7,260.00	\$37.50	\$8,250.00	\$33.50	\$7,370.00	\$41.00	\$9,020.00	\$40.15	\$8,833.00
	68	2504.608	DUCTILE IRON FITTINGS	POUNDS	2055	\$12.00	\$24,660.00	\$16.00	\$32,880.00	\$15.75	\$32,366.25	\$18.20	\$37,401.00	\$22.00	\$45,210.00	\$17.25	\$35,448.75
	69	2506.502	CONSTRUCT DRAINAGE STRUCTURE SPECIAL 1 (2' X 3' CATCH BASIN)	EACH	13	\$2,500.00	\$32,500.00	\$2,360.00	\$30,680.00	\$2,192.00	\$28,496.00	\$2,200.00	\$28,600.00	\$2,094.00	\$27,222.00	\$2,086.00	\$27,118.00
	70	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN H (27" DIAMETER)	EACH	1	\$3,000.00	\$3,000.00	\$1,960.00	\$1,960.00	\$2,900.00	\$2,900.00	\$1,920.00	\$1,920.00	\$2,053.00	\$2,053.00	\$1,585.00	\$1,585.00
	71	2506.502	CONST DRAINAGE STRUCTURE 48" DIAMETER	EACH	18	\$3,500.00	\$63,000.00	\$3,100.00	\$55,800.00	\$4,022.25	\$72,400.50	\$3,370.00	\$60,660.00	\$3,149.00	\$56,682.00	\$2,827.00	\$50,886.00
	72	2506.502	CONST DRAINAGE STRUCTURE 60" DIAMETER	EACH	6	\$6,000.00	\$36,000.00	\$5,175.00	\$31,050.00	\$6,729.25	\$40,375.50	\$5,470.00	\$32,820.00	\$5,622.00	\$33,732.00	\$5,124.00	\$30,744.00
	73	2506.502	CASTING ASSEMBLY (R-3067) (STORM)	EACH	29	\$1,000.00	\$29,000.00	\$740.00	\$21,460.00	\$888.00	\$25,752.00	\$931.00	\$26,999.00	\$1,084.00	\$31,436.00	\$1,051.00	\$30,479.00
	74	2506.502	CASTING ASSEMBLY (R-1642) (STORM)	EACH	4	\$1,000.00	\$4,000.00	\$520.00	\$2,080.00	\$3,327.00	\$13,308.00	\$1,680.00	\$6,720.00	\$857.00	\$3,428.00	\$1,324.00	\$5,296.00
	75	2506.502	CASTING ASSEMBLY (4342) (STORM)	EACH	2	\$1,300.00	\$2,600.00	\$420.00	\$840.00	\$1,020.00	\$2,040.00	\$1,370.00	\$2,740.00	\$761.00	\$1,522.00	\$1,372.00	\$2,744.00
	76	2506.502	15" PIPE APRON CL V	EACH	1	\$1,500.00	\$1,500.00	\$1,875.00	\$1,875.00	\$1,313.00	\$1,313.00	\$1,370.00	\$1,370.00	\$1,494.00	\$1,494.00	\$1,200.00	\$1,200.00
	77	2506.502	27" PIPE APRON CL V	EACH	1	\$3,000.00	\$3,000.00	\$2,235.00	\$2,235.00	\$1,583.00	\$1,583.00	\$1,820.00	\$1,820.00	\$1,858.00	\$1,858.00	\$1,681.00	\$1,681.00
	78	2506.502	ADJUST FRAME & RING CASTING (SPECIAL) (I/I BARRIER) (SANITARY)	EACH	9	\$1,200.00	\$10,800.00	\$1,850.00	\$16,650.00	\$1,628.00	\$14,652.00	\$1,500.00	\$13,500.00	\$608.00	\$5,472.00	\$972.00	\$8,748.00
	79	2506.602	TUF TITE DROP BOX (STORM)	EACH	1	\$500.00	\$500.00	\$135.00	\$135.00	\$472.00	\$472.00	\$739.00	\$739.00	\$627.00	\$627.00	\$266.00	\$266.00
	80	2506.602	ADJUST FRAME & RING CASTING (SPECIAL) (STORM)	EACH	5	\$500.00	\$2,500.00	\$1,200.00	\$6,000.00	\$1,628.00	\$8,140.00	\$570.00	\$2,850.00	\$437.00	\$2,185.00	\$292.00	\$1,460.00
	81	2511.507	RIP RAP CLASS III	CU YD	5	\$130.00	\$650.00	\$225.00	\$1,125.00	\$192.00	\$960.00	\$201.00	\$1,005.00	\$208.00	\$1,040.00	\$117.00	\$585.00
	82	2511.602	PLACE DECORATIVE/MEMORIAL BOULDERS	EACH	2	\$250.00	\$500.00	\$125.00	\$250.00	\$553.00	\$1,106.00	\$149.00	\$298.00	\$537.00	\$1,074.00	\$264.00	\$528.00
	83	2521.501	6" CONCRETE WALK	SQ FT	15828	\$15.00	\$237,420.00	\$15.50	\$245,334.00	\$15.99	\$253,089.72	\$15.10	\$239,002.80	\$19.00	\$300,732.00	\$14.65	\$231,880.20
	84	2521.518	4" CONCRETE WALK/MEDIAN	SQ FT	11695	\$12.00	\$140,340.00	\$6.00	\$70,170.00	\$6.73	\$78,707.35	\$6.05	\$70,754.75	\$7.50	\$87,712.50	\$5.50	\$64,322.50
	85	2531.503	CONCRETE CURB & GUTTER DESIGN B612	LIN FT	2363	\$20.00	\$47,260.00	\$25.00	\$59,075.00	\$24.29	\$57,397.27	\$25.30	\$59,783.90	\$22.50	\$53,167.50	\$24.00	\$56,712.00
	86	2531.503	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	7697	\$22.00	\$169,334.00	\$20.50	\$157,788.50	\$19.80	\$152,400.60	\$20.90	\$160,867.30	\$31.50	\$242,455.50	\$21.45	\$165,100.65
	87	2531.503	CONCRETE CURB & GUTTER DESIGN V	LIN FT	56	\$85.00	\$4,760.00	\$49.50	\$2,772.00	\$48.15	\$2,696.40	\$54.50	\$3,052.00	\$68.00	\$3,808.00	\$47.60	\$2,665.60
	88	2531.504	6" CONCRETE DRIVEWAY	SQ YD	443	\$120.00	\$53,160.00	\$110.00	\$48,730.00	\$106.70	\$47,268.10	\$105.00	\$46,515.00	\$153.00	\$67,779.00	\$95.20	\$42,173.60
	89	2531.518	3" BITUMINOUS WALK	SQ FT	73971	\$4.00	\$295,884.00	\$2.50	\$184,927.50	\$3.31	\$244,844.01	\$3.15	\$233,008.65	\$3.40	\$251,501.40	\$3.25	\$240,405.75
	90	2531.602	CONCRETE MEDIAN NOSE	EACH	8	\$1,200.00	\$9,600.00	\$550.00	\$4,400.00	\$535.00	\$4,280.00	\$500.00	\$4,000.00	\$1,074.00	\$8,592.00	\$529.00	\$4,232.00
	91	2531.603	CONCRETE CURB & GUTTER DESIGN SPECIAL (PARKWAY)	LIN FT	1690	\$35.00	\$59,150.00	\$21.00	\$35,490.00	\$20.33	\$34,357.70	\$22.40	\$37,856.00	\$25.00	\$42,250.00	\$20.10	\$33,969.00
	92	2531.604	8" VALLEY GUTTER	SQ YD	479	\$160.00	\$76,640.00	\$110.00	\$52,690.00	\$96.30	\$46,127.70	\$92.90	\$44,499.10	\$184.00	\$88,136.00	\$95.20	\$45,600.80
	93	2531.618	TRUNCATED DOMES	SQ FT	1476	\$65.00	\$95,940.00	\$55.00	\$81,180.00	\$53.50	\$78,966.00	\$50.00	\$73,800.00	\$72.00	\$106,272.00	\$52.90	\$78,080.40
	94	2540.602	REINSTALL MAILBOX AND SUPPORT	EACH	11	\$200.00	\$2,200.00	\$162.00	\$1,782.00	\$160.50	\$1,765.50	\$250.00	\$2,750.00	\$170.00	\$1,870.00	\$159.00	\$1,749.00
	95	2540.602	REINSTALL BENCH	EACH	1	\$300.00	\$300.00	\$675.00	\$675.00	\$804.00	\$804.00	\$1,190.00	\$1,190.00	\$937.00	\$937.00	\$846.00	\$846.00
	96	2557.602	TEMPORARY MAILBOX	EACH	11	\$200.00	\$2,200.00	\$70.00	\$770.00	\$69.55	\$765.05	\$100.00	\$1,100.00	\$74.00	\$814.00	\$68.75	\$756.25
	97	2557.603	INSTALL FENCE	LIN FT	538	\$50.00	\$26,900.00	\$49.00	\$26,362.00	\$46.47	\$25,000.86	\$62.50	\$33,625.00	\$49.00	\$26,362.00	\$66.10	\$35,561.80
	98	2557.603	VINYL THREE RAIL FENCE	LIN FT	127	\$150.00	\$19,050.00	\$109.50	\$13,906.50	\$103.76	\$13,177.52	\$42.00	\$5,334.00	\$109.00	\$13,843.00	\$44.45	\$5,645.15
	99	2563.601	TRAFFIC CONTROL	LUMP SUM	1	\$100,000.00	\$100,000.00	\$32,500.00	\$32,500.00	\$31,993.00	\$31,993.00	\$45,900.00	\$45,900.00	\$34,000.00	\$34,000.00	\$130,000.00	\$130,000.00
	100	2563.602	PORTABLE CHANGEABLE MESSAGE SIGN	UNIT DAY	50	\$175.00	\$8,750.00	\$135.00	\$6,750.00	\$133.75	\$6,687.50	\$75.00	\$3,750.00	\$141.00	\$7,050.00	\$132.00	\$6,600.00
	101	2564.602	SIGN POST	EACH	97	\$150.00	\$14,550.00	\$114.00	\$11,058.00	\$112.35	\$10,897.95	\$150.00	\$14,550.00	\$119.00	\$11,543.00	\$111.00	\$10,767.00
	102	2564.602	INSTALL SALVAGE SIGN	EACH	43	\$75.00	\$3,225.00	\$54.00	\$2,322.00	\$53.50	\$2,300.50	\$100.00	\$4,300.00	\$57.00	\$2,451.00	\$52.90	\$2,274.70
	103	2564.618	SIGN PANEL TYPE C	SQ FT	500	\$50.00	\$25,000.00	\$35.00	\$17,500.00	\$34.24	\$17,120.00	\$30.00	\$15,000.00	\$36.00	\$18,000.00	\$33.85	\$16,925.00
	104	2564.618	CONSTRUCTION SIGN SPECIAL	SQ FT	300	\$50.00	\$15,000.00	\$27.00	\$8,100.00	\$26.75	\$8,025.00	\$20.00	\$6,000.00	\$28.00	\$8,400.00	\$26.45	\$7,935.00
	105	2565.516	TRAFFIC CONTROL SIGNAL SYSTEM A (KILLMER LN / LANCASTER LN)	LUMP SUM	1	\$390,000.00	\$390,000.00	\$475,500.00	\$475,500.00	\$474,363.10	\$474,363.10	\$490,000.00	\$490,000.00	\$502,000.00	\$502,000.00	\$550,000.00	\$550,000.00
	106	2565.516	PEDESTRIAN CROSSWALK FLASHER SYSTEM A (HIGH SCHOOL)	LUMP SUM	1	\$31,000.00	\$31,000.00	\$26,000.00	\$26,000.00	\$26,220.35	\$26,220.35	\$25,000.00	\$25,000.00	\$28,000.00	\$28,000.00	\$31,103.00	\$31,103.00
	107	2565.516	PEDESTRIAN CROSSWALK FLASHER SYSTEM B (MIDDLE SCHOOL WEST)	LUMP SUM	1	\$31,000.00	\$31,000.00	\$26,000.00	\$26,000.00	\$26,220.35	\$26,220.35	\$25,000.00	\$25,000.00	\$28,000.00	\$28,000.00	\$31,315.00	\$31,315.00
	108	2565.516	PEDESTRIAN CROSSWALK FLASHER SYSTEM C (MIDDLE SCHOOL EAST)	LUMP SUM	1	\$31,000.00	\$31,000.00	\$26,000.00	\$26,000.00	\$26,220.35	\$26,220.35	\$25,000.00	\$25,000.00	\$28,000.00	\$28,000.00	\$31,315.00	\$31,315.00
	109	2571.502	DECIDUOUS TREE 2" CAL B&B (AUTUMN BLAZE MAPLE)	EACH	10	\$750.00	\$7,500.00	\$644.00	\$6,440.00	\$497.55	\$4,975.50	\$600.00	\$6,000.00	\$674.00	\$6,740.00	\$631.00	\$6,310.00
	110	2571.602	DECIDUOUS TREE 2.5" CAL B&B (SKYLINE HONEYLOCUST)	EACH	3	\$750.00	\$2,250.00	\$728.00	\$2,184.00	\$529.65	\$1,588.95	\$675.00	\$2,025.00	\$762.00	\$2,286.00	\$713.00	\$2,139.00
	111	2571.602	DECIDUOUS TREE 2.5" CAL B&B (PRINCETON AMERICAN ELM)	EACH	4	\$750.00	\$3,000.00	\$715.00	\$2,860.00	\$518.95	\$2,075.80	\$661.00	\$2,644.00	\$747.00			

						Engineer Estimate		1 New Look Contracting, Inc.		2 Valley Paving, Inc		3 Park Construction Company		4 S.M. Hentges & Sons, Inc.		5 GMH Asphalt Corporation	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
	116	2573.502	STORM DRAIN INLET PROTECTION	EACH	73	\$250.00	\$18,250.00	\$145.00	\$10,585.00	\$130.00	\$9,490.00	\$212.00	\$15,476.00	\$144.00	\$10,512.00	\$106.00	\$7,738.00
	117	2573.503	SILT FENCE TYPE MS	LIN FT	1036	\$3.00	\$3,108.00	\$3.50	\$3,626.00	\$2.14	\$2,217.04	\$3.10	\$3,211.60	\$2.00	\$2,072.00	\$2.40	\$2,486.40
	118	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	4830	\$5.00	\$24,150.00	\$2.75	\$13,282.50	\$1.61	\$7,776.30	\$3.80	\$18,354.00	\$3.00	\$14,490.00	\$1.80	\$8,694.00
	119	2574.507	COMMON TOPSOIL BORROW	CU YD	2215	\$35.00	\$77,525.00	\$0.10	\$221.50	\$44.50	\$98,567.50	\$0.01	\$22.15	\$32.50	\$71,987.50	\$47.60	\$105,434.00
	120	2574.507	FILTER TOPSOIL BORROW	CU YD	166	\$50.00	\$8,300.00	\$73.00	\$12,118.00	\$72.50	\$12,035.00	\$47.00	\$7,802.00	\$61.00	\$10,126.00	\$107.00	\$17,762.00
	121	2574.607	CLAY LINER	CU YD	236	\$45.00	\$10,620.00	\$45.00	\$10,620.00	\$42.25	\$9,971.00	\$31.40	\$7,410.40	\$39.00	\$9,204.00	\$42.85	\$10,112.60
	122	2575.505	SEED AND BLANKET (33-261)	SQ YD	746	\$3.00	\$2,238.00	\$3.00	\$2,238.00	\$2.68	\$1,999.28	\$2.90	\$2,163.40	\$2.50	\$1,865.00	\$3.00	\$2,238.00
	123	2575.505	SEED AND BLANKET (25-131)	SQ YD	3803	\$3.00	\$11,409.00	\$2.50	\$9,507.50	\$2.18	\$8,290.54	\$2.05	\$7,796.15	\$2.30	\$8,746.90	\$2.44	\$9,279.32
	124	2575.604	HYDROMULCH & SEED (25-131)	SQ YD	10935	\$4.00	\$43,740.00	\$1.25	\$13,668.75	\$1.10	\$12,028.50	\$1.30	\$14,215.50	\$2.30	\$25,150.50	\$1.23	\$13,450.05
	125	2581.603	PAVEMENT MARKING REMOVAL	LIN FT	1320	\$1.00	\$1,320.00	\$2.25	\$2,970.00	\$2.14	\$2,824.80	\$1.50	\$1,980.00	\$2.30	\$3,036.00	\$2.17	\$2,864.40
	126	2582.503	4" SOLID LINE MULTI-COMPONENT	LIN FT	14450	\$2.00	\$28,900.00	\$1.50	\$21,675.00	\$1.34	\$19,363.00	\$1.25	\$18,062.50	\$1.40	\$20,230.00	\$1.36	\$19,652.00
	127	2582.503	4" DOUBLE SOLID LINE MULTI-COMPONENT	LIN FT	3810	\$2.50	\$9,525.00	\$1.75	\$6,667.50	\$1.61	\$6,134.10	\$1.50	\$5,715.00	\$1.70	\$6,477.00	\$1.63	\$6,210.30
	128	2582.503	4" BROKEN LINE MULTI-COMPONENT	LIN FT	5070	\$1.50	\$7,605.00	\$3.00	\$15,210.00	\$2.68	\$13,587.60	\$2.50	\$12,675.00	\$2.80	\$14,196.00	\$2.71	\$13,739.70
	129	2582.503	24" SOLID LINE MULTI-COMPONENT	LIN FT	95	\$28.00	\$2,660.00	\$9.00	\$855.00	\$8.56	\$813.20	\$8.00	\$760.00	\$9.00	\$855.00	\$8.65	\$821.75
	130	2582.518	PAVEMENT MESSAGE PREFORM THERMOPLASTIC GROUND IN ESR	SQ FT	622	\$28.00	\$17,416.00	\$22.25	\$13,839.50	\$21.40	\$13,310.80	\$20.00	\$12,440.00	\$22.00	\$13,684.00	\$21.70	\$13,497.40
	131	2582.518	CROSSWALK PREFORM THERMOPLASTIC GROUND IN ESR	SQ FT	2292	\$15.00	\$34,380.00	\$13.50	\$30,942.00	\$12.84	\$29,429.28	\$12.00	\$27,504.00	\$13.00	\$29,796.00	\$13.00	\$29,796.00
	132	2582.518	CROSSWALK LATEX PAINT	SQ FT	210	\$10.00	\$2,100.00	\$3.50	\$735.00	\$3.21	\$674.10	\$3.00	\$630.00	\$3.40	\$714.00	\$3.25	\$682.50
	133	2575.601	LANDSCAPE ALLOWANCE	LUMP SUM	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
Base Bid Total:							\$5,561,643.00		\$4,749,709.00		\$4,788,685.26		\$4,871,646.12		\$5,063,906.10		\$5,092,025.07



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12224 Nicollet Avenue
Burnsville, MN 55337-1649

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

March 5, 2025

Mr. Joe Shamla, P.E., Assistant City Engineer
City of Plymouth
3400 Plymouth Blvd
Plymouth, MN 55447

RE: 36th Avenue Rehabilitation
City of Plymouth, Minnesota
City Project No. ST250002
Project No.: 0T1.129846

Dear Mr. Shamla,

Bids on the above-referenced project were opened at 10:00 a.m. on February 28, 2025. There were five bidders for the project and a detailed bid abstract is enclosed. The low bidder on the project is New Look Contracting, Inc. with a bid of \$4,749,709.00. New Look Contracting has previous experience on projects of this size and complexity in the City of Plymouth and the Twin Cities Metro area.

Based on New Look's experience, acceptable bid prices, and the competitive bids the City received, we recommend the City of Plymouth award the project to New Look Contracting, Inc. following the Public Assessment Hearing on April 8, 2025.

If you have any questions regarding this award recommendation, please contact me at your convenience.

Sincerely,

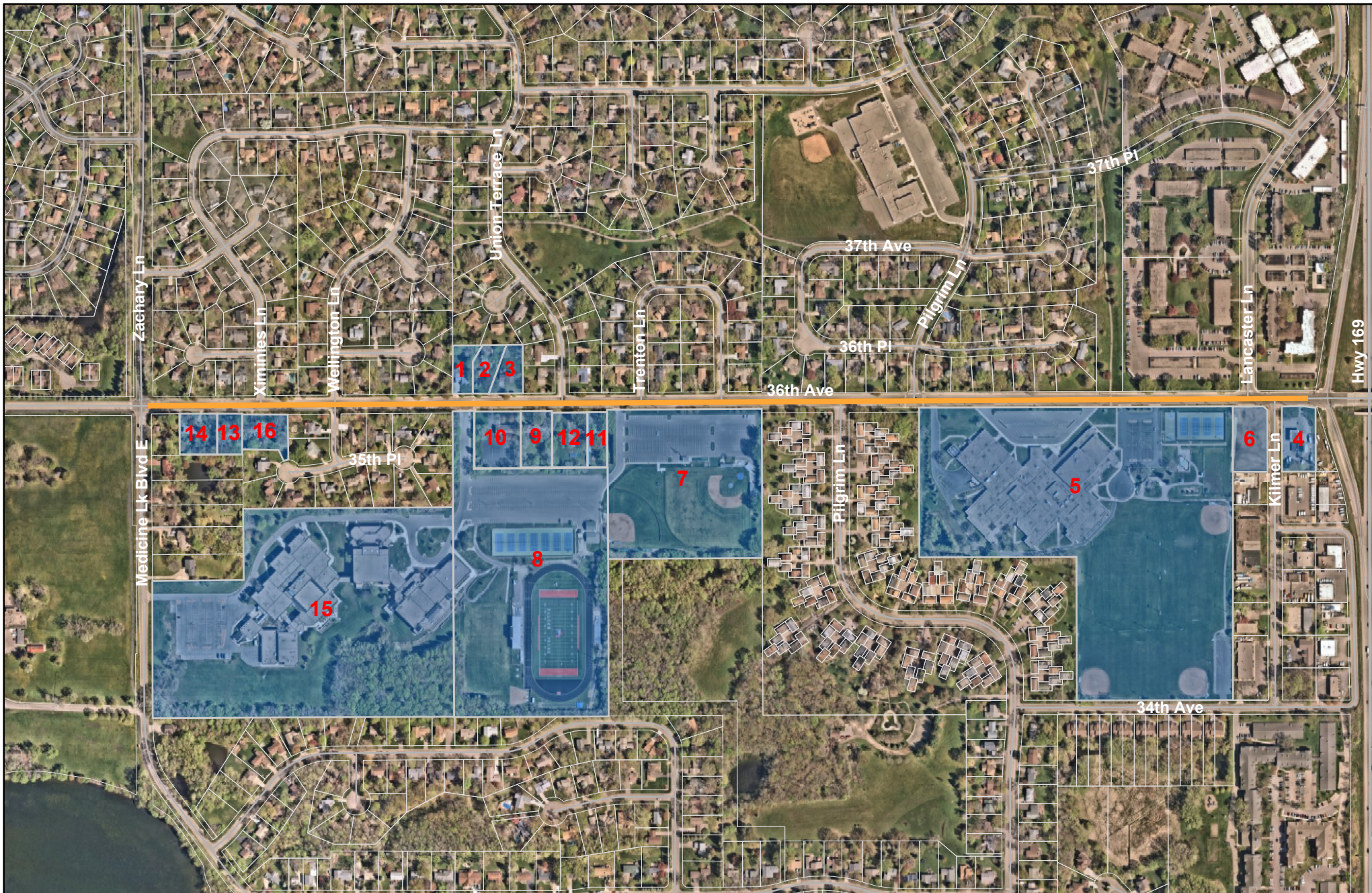
Bolton & Menk, Inc.

Nicholas J. Amatuuccio, P.E.
Municipal Project Manager | Principal



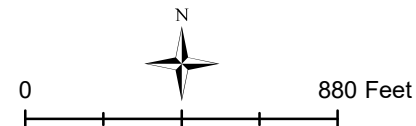
Assessment Roll

No.	PID	PROPERTY OWNER 1	PROPERTY OWNER 2	PROPERTY ADDRESS	PROPERTY CITY, STATE, ZIP	TAXPAYER ADDRESS	TAXPAYER CITY, STATE, ZIP	ASSESSMENT
1	13-118-22-34-0074	JANE M NYAGWANSA		10620 36TH AVE N	PLYMOUTH MN 55441	10620 36TH AVE N	MINNEAPOLIS MN 55441	\$ 2,046.68
2	13-118-22-34-0075	STEPHEN & MICHELLE MILLER		10610 36TH AVE N	PLYMOUTH MN 55441	10610 36TH AVE N	PLYMOUTH MN 55441	\$ 2,046.68
3	13-118-22-34-0076	DAN VAN NGO & MAI H T NGO		10600 36TH AVE N	PLYMOUTH MN 55441	10600 36TH AVE N	PLYMOUTH MN 55441	\$ 2,046.68
4	24-118-22-11-0030	CARVER PROP MGMT A & K LLC		9605 36TH AVE N	PLYMOUTH MN 55441	14101 HIGHWAY 13 SOUTH	SAVAGE MN 55378	\$ 3,215.69
5	24-118-22-11-0042	ROBBINSDALE SCHOOL DIST 281		10011 36TH AVE N	PLYMOUTH MN 55441	4148 WINNETKA AVE N	NEW HOPE MN 55427	\$ 97,056.07
6	24-118-22-11-0043	CITY OF PLYMOUTH		3525 KILMER LA N	PLYMOUTH MN 55441	3400 PLYMOUTH BLVD	PLYMOUTH MN 55447	\$ 3,292.34
7	24-118-22-21-0001	SCHOOL DISTRICT NO 281		10415 36TH AVE N	PLYMOUTH MN 55441	4148 WINNETKA AVE N	MPLS MN 55427	\$ 33,726.35
8	24-118-22-21-0004	ROBBINSDALE SCH DIST NO 281	40 ADDRESS UNASSIGNED		PLYMOUTH MN 00000	4148 WINNETKA AVE N	NEW HOPE MN 55427	\$ 57,880.57
9	24-118-22-21-0006	GREGORY/JULIE DELAPOINTE		10601 36TH AVE N	PLYMOUTH MN 55441	10601 36TH AVE N	PLYMOUTH MN 55441	\$ 2,046.68
10	24-118-22-21-0007	ST GEORGE ORTHODOX CHURCH MN		10605 36TH AVE N	PLYMOUTH MN 55441	10605 36TH AVE N	PLYMOUTH MN 55441	\$ 3,959.17
11	24-118-22-21-0008	BRADLEY J WRIGHT	JOY MARIE WRIGHT	10505 36TH AVE N	PLYMOUTH MN 55441	10505 36TH AVE N	PLYMOUTH MN 55441	\$ 2,046.68
12	24-118-22-21-0009	FAWN BERNICE LISTUL		10515 36TH AVE N	PLYMOUTH MN 55441	10515 36TH AVE N	PLYMOUTH MN 55441	\$ 2,046.68
13	24-118-22-22-0004	REBECCA A HANNAN	TIMOTHY J MCCAULEY	10935 36TH AVE N	PLYMOUTH MN 55441	10935 36TH AVE N	PLYMOUTH MN 55441	\$ 2,046.68
14	24-118-22-22-0005	BARBARA JEANNE ABENDROTH		11021 36TH AVE N	PLYMOUTH MN 55441	P O BOX 41908	PLYMOUTH MN 55441	\$ 2,046.68
15	24-118-22-22-0012	SCHOOL DIST 281		10635 36TH AVE N	PLYMOUTH MN 55441	4148 WINNETKA AVE N	MPLS MN 55427	\$ 24,988.04
16	24-118-22-22-0015	SANDRA A BEBAULT		10921 36TH AVE N	PLYMOUTH MN 55441	10921 36TH AVE N	PLYMOUTH MN 55441	\$ 2,046.68



- XX - Parcel Number
- Assessed Parcel
- Street Improvements

36th Avenue Rehabilitation Project
City Project No. ST250002
Assessment Map



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

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: April 8, 2025
- B. Owner: City of Plymouth
- C. Engineer: Bolton & Menk, Inc.
- D. Project: 36th Avenue Rehabilitation Project
City Project No. ST250002

3. SERVICES. The Engineer shall perform the following services for the Owner as per the Agreement for Engineering Services dated March 16, 2023, Supplemental Agreement dated February 6, 2024 and the Scope Amendment dated November 14, 2024 (attached).

4. PAYMENT. The Owner shall pay the Engineer for services rendered under the Supplemental Agreement as follows:

- ☐ Lump sum of: \$ _____
- ☐ Standard hourly rate pursuant to rate schedule on file with the City as of the date of this Supplemental Agreement.
- ☒ Standard hourly rate pursuant to rate schedule included in the proposal with a not to exceed of \$1,296,091, including reimbursable expenses.
Agreement for Engineering Services: \$265,171
Supplemental Agreement 1 (2/6/2024): \$366,995
 - Final Design ServicesSupplemental Agreement 2 (4/8/2025): \$663,925
 - Construction ServicesTotal, not to exceed: \$1,296,091

5. COMPLETION DATE. Services performed by Engineer pursuant to this Supplemental Agreement must be completed on or before December 31, 2026.

Dated: _____, 2025.

CITY OF PLYMOUTH

BY: _____
Jeffry Wosje, Mayor

BY: _____
David Callister, City Manager

Dated: _____, 2025.

BOLTON & MENK, INC.

BY: _____

ITS: _____

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

November 14, 2024

Mr. Joe Shamla, P.E.
Assistant City Engineer
City of Plymouth
3400 Plymouth Boulevard
Plymouth, MN 55345

Re: Proposal for Professional Engineering Services
36th Avenue Rehabilitation Project
Amendment #2 – Construction Phase Services

Mr. Shamla:

Final design services for the 36th Avenue Rehabilitation project will be completed soon. Building on these efforts, as requested, Bolton & Menk has drafted a proposed amendment to our agreement for the construction phase of the project. Efforts include construction staking, shop drawing review, construction phase startup efforts (including leading a preconstruction meeting), construction administration, full-time construction observation, construction materials testing, construction phase design revision support as necessary, and as-built survey and record drawing efforts. Our proposed fee for this amendment is \$663,925 for 3246 proposed hours of labor by Bolton & Menk as well as efforts by our subconsultants, Braun Intertec and Henning Professional Services.

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. Amatuuccio, P.E.
Senior Associate Project Manager

cc: Mike Waltman, PE, Principal Engineer, Bolton & Menk
Mike Payne, PE, City Engineer/Deputy Public Works Director, City of Plymouth

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, construction observation, project closeout support, and record drawings.

The project consists of roadway and utility improvements along 36th Avenue and Kilmer Ln, along with improvements to the Plymouth Middle School entrances and parking lots through a Joint Powers Agreement. Details of the improvements are identified in the final plans for the 36th Avenue Rehabilitation project. Building from the initial scope of work performed by Bolton & Menk for the City of Plymouth on the 36th Avenue Rehabilitation project (tasks 1 through 3), work under this amendment addresses engineering and surveying support needs required during the construction phase. The scope of work to be performed for Task 4 – Construction Phase Services is as follows:

TASK 4 – 2025 CONSTRUCTION PHASE SERVICES

Construction phase professional engineering and surveying services to be provided by Bolton & Menk are as follows:

Task 4.1 - 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. Trails: Staking will be provided at 100.0-foot intervals along bituminous trails that are not directly adjacent to the back of curb (trails with a boulevard such as the regional trail for Three Rivers Park District). No staking will be provided for trails along the back of curb or concrete sidewalks beyond what is described above for pedestrian ramps.
6. Miscellaneous: Location stakes will be provided for silt fence locations at 100.0-foot spacing. Location stakes representing clearing and grubbing limits will be provided at 100.0-foot spacing. Pond excavation and grading stakes will be provided at 100.0-foot spacing for offset/reference stakes to the bench of the pond. Retaining walls will be staked at each end of the wall for start and end point locations. Signal bases and push button location stakes will be provided at signalized intersections and RRFB crosswalks.
7. Bolton & Menk will provide horizontal and vertical control points on the project's datum.

36th Avenue Rehabilitation Amendment 2 – Construction Services

City of Plymouth



8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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 4.2 – Environmental Services & Construction Materials Testing

Bolton & Menk has hired Braun Intertec to lead the environmental services effort to develop a soil management plan and construction contingency plan for the anticipated contaminated soils that will be discovered during construction along Kilmer Ln. An estimated fee of \$80,000 has been included for construction materials testing for budgeting purposes, but the exact amount will be determined once final plans and specifications are ready.

Task 4.3 – Trenchless Watermain Evaluation – Feasibility & Cost Estimate

Bolton & Menk will evaluate the construction feasibility and costs for trenchless watermain installation along 36th Avenue which included the preparation of a preliminary layout and cost estimate.

Task 4.4 – Finalize Easement Acquisitions

Bolton & Menk will work with Henning Professional Services to finalize the easement acquisitions for the project which were unable to be completed during the final design phase, due to unique circumstances regarding specific properties. The proposed fees of our subconsultant include required appraisals, fees for lender processing, and additional labor for coordination related to the easement acquisition on Parcel 7.

Task 4.5 – 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 lead the preconstruction meeting, coordinate any remaining permits necessary for construction, and complete transition of private utility relocation coordination to the contractor.

Task 4.6 – Construction Administration

Bolton & Menk will provide construction administration for the project. Bolton & Menk will have qualified and appropriate staff:

1. Attend weekly scheduling meetings with the contractor during construction and prepare/distribute meeting minutes.
2. Prepare change orders and review change order requests as necessary.
3. Prepare monthly pay estimates for the review by the City and payment to the contractor.
4. Coordinate weekly web updates with the project representative and City Staff.
5. Review for conformance with design alternatives submitted by the contractor.
6. Assist in review, response, and/or production of temporary traffic control modification desires being contemplated or specifically desired by the City.
7. Visit the site during or following the construction effort to review constructed elements for compliance with the project documents and intent.
8. 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.

Task 4.7 – Construction Observation

Bolton & Menk will provide a Construction Project Representative to perform full-time construction observation and inspection. Bolton & Menk will have qualified and appropriate staff:

1. Observe the Contractor's operations and the installation of public infrastructure to confirm the materials and construction methods are per the project plans and specifications.
2. Document the daily construction activity and site conditions.
3. Coordinate with the Contractor, City Staff, and project area residents as needed.
4. Schedule construction staking needs with Bolton & Menk survey staff.
5. Schedule materials testing with the City's geotechnical engineer consultant.
6. Measure and record quantities for monthly pay estimates.
7. Attend weekly construction scheduling meetings.

8. Coordinate any necessary design changes in the field with Bolton & Menk’s design team and/or the City’s project manager.

For budgeting purposes, we are assuming that full-time observation will be necessary for 55 hours per week for a duration of 28 weeks.

Task 4.8 – Punch List & Closeout Support

The Construction Project Representative and Construction Manager will also attend the final project walk-through for review of substantially completed work and assist with development of the project punch list. Once the punch list is created, Bolton & Menk will follow up with the Contractor and inspect the work as it is completed to work towards closeout of the project. Bolton & Menk understands that the final punch list work and project closeout will likely go beyond the substantial completion date into November 2025 and possibly into the following Spring of 2026, so a budget has been included for this work in addition to the weekly observation needs during the anticipated construction season.

Task 4.9 – 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, and installed watermain components, including elevation data on installed hydrants and locations of curb stops. This information will be incorporated into an as-built plan set, along with construction notes collected by the Construction Project Representative, following construction.

PROPOSED FEES

A detailed cost breakdown including hours is shown on the attached Detailed Fee Estimate. Our total proposed hourly not-to-exceed fee for this task is \$663,925.

DETAILED FEE ESTIMATE - PROPOSAL																	
Client: City of Plymouth Project: 36th Avenue Rehabilitation																	
WORK TASK DESCRIPTION	Principal-in-Charge	Project Design Manager	Communications Specialist	Project Construction Manager	Lead Construction Project Representative	Senior Traffic Engineer	Signal/Electrical Inspector	GIS Specialist / Engineering Technician	Principal Land Surveyor	Survey Crew chief	Intern	Senior Survey Technician	Administrative/ Clerical	Inderect Expense or Lump Sum Fee	Total Hours	Total Cost	
HOURLY RATE	\$235	\$205	\$145	\$185	\$170	\$195	\$200	\$160	\$210	\$195	\$95	\$155	\$123				
4.0 Construction Phase Services																	
4.1 Construction Staking									40	320	120	80	4		564	\$	95,092
4.2 Environmental Services & Construction Materials Testing	2	12												\$ 86,290.00	14	\$	89,220
4.3 Trenchless Watermain Evaluation - Feasibility and Cost Estimate		10			14			8							32	\$	5,710
4.4 Finalize Easement Acquisitions	4	8						4	2	4		2		\$ 12,925.00	24	\$	17,655
4.5 Shop Drawing Review & Construction Phase Startup	12	40	20	40	40	16							16		184	\$	33,208
4.6 Construction Administration	50	60	160			4							16		290	\$	49,998
4.7 Construction Observation (Lead Inspector - 28 Weeks @ 55 Hours/Week)				280	1540	12	40								1872	\$	323,940
4.8 Punch List & Closeout Support	10	40		20	80	6	8								164	\$	30,620
4.9 As-Built Survey & Record Drawings	2	4		4	32			4	4	40		8	4		102	\$	18,482
TOTAL PROPOSED - TASK 4	80	174	180	344	1706	38	48	16	46	364	120	90	40	\$ 99,215.00	3246	\$	663,925.00
Total Proposed Amount	80	174	180	344	1706	38	48	16	46	364	120	90	40	\$99,215.00	3246	\$	663,925.00

CITY OF PLYMOUTH

RESOLUTION No. 2025-104

RESOLUTION ORDERING IMPROVEMENT FOR THE 36TH AVENUE REHABILITATION PROJECT (ST250002)

WHEREAS, the City Council adopted a resolution on the 28th day of January, 2025, which fixed a date for the council hearing on the proposed improvement located on 36th Avenue from Zachary Lane to Highway 169 by full depth reclamation of streets, reconstruction of streets, installation and replacement of concrete curb and gutter, traffic signal installation, trail construction, water main repairs, storm sewer repairs, sanitary sewer repairs, 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 8th day of April, 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 April 8, 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 8th day of April, 2025.

CITY OF PLYMOUTH

RESOLUTION No. 2025-105

RESOLUTION ADOPTING ASSESSMENTS FOR THE 36TH AVENUE REHABILITATION PROJECT (ST250002)

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 36th Avenue from Zachary Lane to Highway 169 by full depth reclamation of streets, reconstruction of streets, installation and replacement of concrete curb and gutter, traffic signal installation, trail construction, water main repairs, storm sewer repairs, sanitary sewer repairs, 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, except that no interest shall be charged if the entire assessment was paid by October 31, 2025 and the property owner may at any time thereafter, pay the City of Plymouth Finance Department the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made by November 15 or interest will be charged through December 31 of the next succeeding year. The owner of any property so assessed may also, until October 31, 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 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 \$242,538.35.

APPROVED by the City Council on this 8th day of April, 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 April 8, 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. 2025-106

RESOLUTION AWARDING CONTRACT AND APPROVING SUPPLEMENTAL AGREEMENT FOR THE 36TH AVENUE REHABILITATION PROJECT (ST250002)

WHEREAS, pursuant to an advertisement for bids for the 36th Avenue Rehabilitation Project, bids were received, opened and tabulated according to state law, and the following bids were received complying with the advertisement:

Contractor	Total Bid
New Look Contracting, Inc.	\$4,749,709.00
Valley Paving, Inc.	\$4,788,685.26
Park Construction Company	\$4,871,646.12
S.M. Hentges & Sons, Inc.	\$5,063,906.10
GMH Asphalt Corporation	\$5,092,025.07
<i>Engineers Estimate</i>	<i>\$5,561,643.00</i>

WHEREAS, it appears that New Look Contracting, Inc. of Rogers, MN, is the lowest responsible bidder, complying with the minimum qualifications; and

WHEREAS, the City Engineer recommends awarding the project to New Look Contracting, Inc.; 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 at an additional cost of \$663,925.00.

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 \$4,749,709.00 contract with New Look Contracting, Inc. of Rogers, MN, in the name of the City of Plymouth for the 36th Avenue Rehabilitation 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 \$663,925.00.
3. The total cost of the project is \$9,230,000.00 and includes improvements in the amount of \$4,749,709.00, engineering and administration in the amount of \$1,335,844.94, easement

acquisition in the amount of \$500,000.00, contingency in the amount of \$477,615.06, and previously completed improvements in the amount of \$2,166,831.00.

BE IT FURTHER RESOLVED, that this project will be funded from the Street Reconstruction Fund (\$3,133,974.64), the MSA Fund (\$2,900,000.00), the Water Fund (\$316,366.30), the Water Resources Fund (\$300,000.00), special assessments (\$242,538.35), Sewer Fund (\$35,994.72), Three Rivers Park District (\$1,512,406.88), and Robbinsdale School District (\$788,719.11).

APPROVED by the City Council on this 8th day of April, 2025.

To: Dave Callister, City Manager

Prepared by: Lori Sommers, Planning Manager

Reviewed by: Grant Fernelius, CED Director

Item: **Adopt rezoning, conditional use permit, variances, and preliminary plat for Sunset Bluff Subdivision located at 5995, 6045, and 6105 Vicksburg Lane (Ron Clark Construction – 2025005)**

1. Action Requested:

Adopt ordinance amending Chapter 21 of the City Code, approve resolution of summary publication of said ordinance, resolution approving the rezoning, conditional use permit, variances and preliminary plat for the Sunset Bluff Subdivision located at 5995, 6045, and 6105 Vicksburg Lane and findings of fact for rezoning of the land.

All items require a 4/7 vote for approval, except the resolution approving summary publication of the ordinance requires a 6/7 vote for approval.

2. Background:

On March 5, 2025, the Planning Commission conducted a public hearing and subsequently voted 4-0 to recommend approval with two additional conditions: no docks allowed on the property and work with staff to add in additional trees where possible. The applicant was present in support of the request. In addition to the applicant, three people from the public spoke on the matter and two emails were received. The major concerns about the proposal were the increase in traffic, potential docks, loss of trees, and water and drainage. Additional comments included concern over the design of the homes and the usability of the backyards.

3. Budget Impact:

N/A

4. Attachments:

1. Planning Commission minutes
2. Planning Commission report
3. Applicant narrative and plans
4. Neighborhood comment
5. City Council Ordinance 2025-04
6. City Council Resolution 2025-107
7. City Council Resolution 2025-108
8. City Council Resolution 2025-109

Proposed Minutes Planning Commission Meeting March 5, 2025

Acting Chair Anderson 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 March 5, 2025.

COMMISSIONERS PRESENT: Acting Chair Marc Anderson, Julie Olson, Josh Fowler, and Neha Markanda

COMMISSIONERS ABSENT: Chair Michael Boo and Bill Wixon

STAFF PRESENT: Community and Economic Development Director Grant Fernelius, Senior Planners Lori Sommers, and Shawn Drill, Engineering Services Manager Chris McKenzie, and City Council Liaison Julie Pointner.

Acting Chair Anderson led the Pledge of Allegiance.

Public Hearings

(5.1) Rezoning, conditional use permit, variances, and preliminary plat for Sunset Bluff subdivision located at 5995, 6045, and 6105 Vicksburg Lane (Ron Clark Construction – 2025005)

Senior Planner Sommers presented the staff report.

Acting Chair Anderson introduced Mike Waldo, the applicant, who provided an overview of the project.

Acting Chair Anderson opened the public hearing.

Acting Chair Anderson introduced Yugi Patturi, 16105 61st Avenue, and Hietham Zenan, 929 Portland Avenue, Minneapolis, who stated that they were concerned about water and drainage and how would the proposed development impact his property on 61st Avenue?

Acting Chair Anderson introduced Paul Wardell, 16395 Chankahda Trail, who stated that he was concerned about drainage, and asked that no docks be allowed to be placed on the pond. It should be kept natural. He further stated that he was concerned with the design of the proposed homes and how usable the backyards would be for the villas?

Acting Chair Anderson closed the public hearing.

Mr. Waldo provided concepts of different housing products that he provides.

Commissioner Markanda asked if engineering staff could provide a range of numbers that equate to the percentages.

Engineering Services Manager McKenzie replied that in the a.m. peak hour, they would anticipate about 20 vehicles, which would equate to a car in the intersection every three minutes. He stated that in the afternoon they would anticipate 25 vehicles, which would equate to a vehicle every 2.5 minutes. He stated that if they blend that across the day, they would anticipate about 290 vehicles from the development, which would be a vehicle coming or going every five minutes. He compared that to Vicksburg, which has about 10,000 cars per day.

Commissioner Markanda asked if there would be more wetland-friendly trees and how that would work with the restitution.

Senior Planner Sommers stated that staff would work with the developer to find buffer-friendly trees and then would redo the calculation. She explained that the restitution could be reduced if there is more planting onsite.

Commissioner Olson asked if there is a required buffer for plantings of 75 feet from the water of the wetland.

Engineering Services Manager McKenzie stated that the wetland can be challenging for trees and tree planting, but much of the issue is the bluff/hill. He explained that they want to avoid driving equipment or planting on that slope. He stated that native prairie and trees also do not work well together as the native plantings need sun that the trees would block.

Commissioner Fowler agreed that they should add a provision not to allow docks. He stated that while he would not want to see things done that would be detrimental just for the sake of trees, he would support the applicant working with staff to determine if there could be more plantings.

Acting Chair Anderson commented that this seems to be a good transition as there would be apartments to the north, townhouses to the east, and commercial diagonal. He agreed with the right-in/right-out. He stated that while no one likes tree removal, it seems unavoidable and noted that trees can be planted elsewhere through the restitution. He commented that while he does not typically like variances, he does understand the need in this case.

Commissioner Olson stated that she likes the idea of less density than would have been expected, the builder has a great reputation, there is a plan to work on the trees, and the drainage is being addressed.

Motion was made by Anderson, and seconded by Commissioner Olson, to recommend approval of the rezoning, conditional use permit, variances, and preliminary plat for Ron Clark Construction, Sunset Bluff to be located at 5995, 6045, and 6105 Vicksburg Lane, subject to the conditions within the draft resolution with the addition to state within the covenant that no docks are allowed and directing the applicant to work with staff to identify additional trees that could be appropriately added. With all Commissioners voting in favor, the motion carried.

To: Plymouth Planning Commission

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

Subject: Ron Clark Construction
Rezoning, conditional use permit, variances, and preliminary plat for Sunset Bluff
Subdivision located at 5995, 6045, and 6105 Vicksburg Lane
2025005

Deadline: June 7, 2025

Summary

1. Rezoning from FRD (future restricted development) to RMF-1 (multiple family 1)
2. Conditional use permit to allow for single-family homes in a multiple family district,
3. Variances for front yard setback, and
4. Preliminary plat for the creation of 38 lots and one common lot.

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

Recommended Action

Community and Economic Development Department Staff recommends approval of the rezoning, conditional use permit, variances, and preliminary plat subject to the conditions listed in the resolution.



Site Information

The property is zoned FRD (future restricted development) and guided LA-2 (living area 2) which allows residential at 3-6 dwelling units per acre.

Zoning and Land Use

	Zoning	Land Use Designation (2040 Comprehensive Plan)
Subject Property(ies)	FRD	LA-2
North (across Chankahda)	PUD	LA-3
East (across Vicksburg)	RMF-3	LA-2
South	RMF-3	LA-2
West	FRD, RSF-3	LA-1, LA-2

School District

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

Natural Characteristics of Site

This site is in the Elm Creek Watershed District. It does not contain any land within the Shoreland or Flood Plain Overlay District. The site contains 2.7 acres of exceptional and medium wetlands.

Previous City Actions Affecting Site

The three existing homes were built in 1978 and 1984.

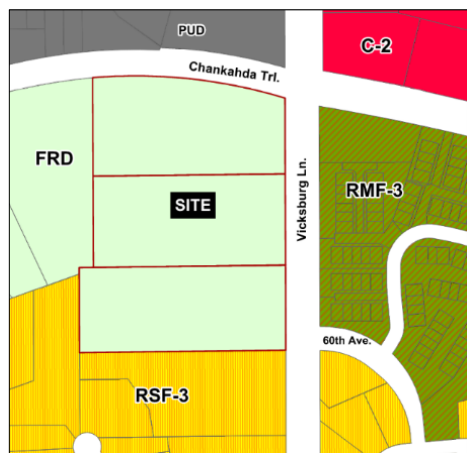
Analysis of Request(s)

The applicant is requesting approval of the following: rezoning, conditional use permit, variance, and preliminary plat to allow the construction of 19 single-family homes and 19 townhomes.

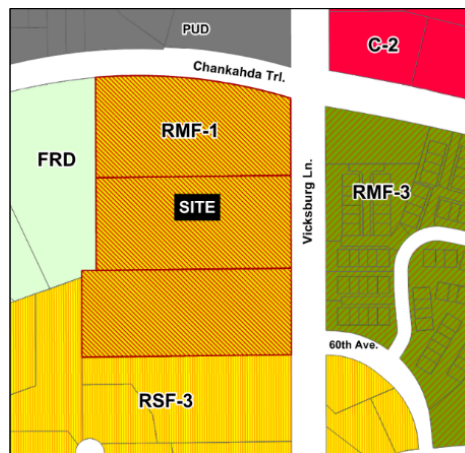
Rezoning

The applicant has proposed that the property be rezoned from FRD (future restricted development) to RMF-1 (multiple family 1) to allow 19 villas styled single-family homes and two four-unit townhomes, 2 three-unit townhomes and 1 five-unit townhome for a total of 19 townhomes. The multiple family district would accommodate the townhomes and would require a conditional use permit to allow the villa-styled single-family homes.

The proposed rezoning is in alignment with the 2040 Comprehensive Plan, which guides this site as LA-2 (living area 2), where the RMF-1 district is an allowed zoning district. The purpose of the FRD zoning district is to provide a holding zone until an application for development is made, at which time the City may rezone the property consistent with the Comprehensive Plan.



Existing Zoning



Proposed Zoning

Comprehensive Plan

The site is guided LA-2 on the city's land use plan. The LA-2 guiding designation specifies a minimum density goal of 3 dwelling units per acre and a maximum density of 6 dwelling units per acre for residential developments.

Density is based on net acreage. Although the overall site contains 15.8 acres, the site contains 11 net acres after the following areas are deducted:

Total Acres:	15.8 acres
Wetland:	2.7 acres
Wetland buffer:	2.1 acres
Total:	4.8 acres
Total Net Acres:	11.0 acres

Based on net acreage, this site should accommodate 33 to 66 dwelling units. The developer is proposing 38 dwelling units for the site, resulting in a density of 3.5 dwelling units per acre. The proposed density would be within the allowable density range specified by the comprehensive plan.

The land use chapter of the comprehensive plan lists single-family dwellings, two-family dwellings, townhomes, apartment complexes with up to 12 units per building, churches, schools, and recreational facilities as appropriate types of development in areas that are guided LA-2. The requested RMF-1 zoning is one of the corresponding zoning districts listed for property that is guided LA-2.

The intent of the LA-2 guiding designation is to provide opportunities for a variety of housing styles in order to respond to a need for smaller homes on smaller lots and serve various stages of the life cycle, including young adults and seniors.

Staff supports the requested rezoning from FRD to RMF-1, with the following findings:

1. The proposed density is consistent with the LA-2 guiding of the site.
2. The requested RMF-1 zoning is listed as an appropriate corresponding zoning district for LA-2-guided areas.
3. The proposal would result in a development that is compatible with the surroundings.
4. Adequate infrastructure would be provided to support RMF-1 zoning and the proposed development for the site.

Conditional Use Permit

Section 21375.07 of the zoning ordinance allows single-family detached homes as conditional uses. The applicant is proposing 19 villa-styled single-family homes as part of the proposed development. To approve a conditional use permit amendment, the City Council must make the following findings. The following findings are written for approval of the request. If the Planning Commission recommends denial, each of the following findings must be made by the Planning Commission for denial.

1. Would the conditional use permit (CUP), and its resulting construction or project, be in harmony with the general purposes and intent of the Zoning Ordinance and be consistent with the comprehensive plan?

Finding: Staff finds that the request is in harmony with the general purposes and intent of the Zoning Ordinance, where townhomes are a permitted use and single-family homes are a conditional use in the RMF-1 district, and consistent with the comprehensive plan.

2. Would the conditional use permit (CUP), and its resulting construction or project, promote and enhance the general public welfare and not be detrimental to or endanger the public health, safety, morals or comfort?

Finding: Staff finds that the request would not be detrimental to, or endanger, public health, safety, morals or comfort and would promote and enhance the general public welfare by providing needed housing options.

3. Would the conditional use permit (CUP), and its resulting construction or project, be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, or substantially diminish and impair property values within the neighborhood?

Finding: Staff finds that the request would not be injurious to the use and enjoyment of other properties in the immediate vicinity, nor will it diminish or impair property values within the neighborhood. The proposed project allows for the transition of single-family homes to a large wetland and wetland buffers to the villa-style single-family homes, then to townhomes along Vicksburg Lane. The mix of villas and townhomes blends with the existing surrounding residential neighborhoods.

4. Would the conditional use permit (CUP), and its resulting construction or project, impede the normal and orderly development and improvement of surrounding property for uses permitted in the district?

Finding: Staff finds that the request would not impede normal development and improvement of the surrounding property for uses in the district. The proposed development would take three properties from FRD (future restricted development) and complete the development at the southwest corner of Chankahda Trail and Vicksburg Lane. To accommodate any future development to the south of the proposed project, the applicant is providing right-of-way for a future roadway connection. The purpose of the FRD zoning district is to provide a holding zone until an application for development is made, at which time the City may rezone the property consistent with the Comprehensive Plan.

5. Have adequate measures been taken, or will be taken, to provide ingress, egress, and parking so designed as to minimize traffic congestion in public streets?

Finding: Staff finds that the request has provided sufficient on-site parking and guest parking as required by code. The site will have full access off Vicksburg Lane to align with 60th Avenue (high point of Vicksburg Ln.) and entrance into the Legacy Park neighborhood. The second access point will be a right-in, right-out access on Vicksburg Lane closer to the intersection of Chankahda Trail and Vicksburg Lane.

6. Would the conditional use permit (CUP), and its resulting construction or project, conform to the applicable regulations of the district in which it is located?

Finding: Staff finds that the request for the single-family villas would conform to the regulations of the RMF-1 (multiple family 1) district.

7. Would the conditional use permit (CUP), and its resulting construction or project, comply with the general and specific performance standards as specified by Section 21015 and the Plymouth Zoning Ordinance?

Finding: Staff finds that the request would comply with the general and specific performance standards of the zoning ordinance.

Site Plan

The zoning ordinance contains specific standards for approval of a site plan for development in the RMF-1 (multiple family 1) zoning district. Staff used these standards to review the proposal. The specific standards that apply are as indicated on the following table.

RMF-1 District Standards			
	Required	Proposed	Complies?
District Area Maximum	1 ac.	15.8 ac.	Yes
Lot Arrangement			
Villas			
Lot width Min.	55'	55'	Yes
Lot Size	6,000sf	10,320 – 39,604	Yes
Townhomes – base lot			
Lot width Min.	100	155'	Yes
Lot Size	10,000sf	65,742sf	Yes
Building Setbacks: Villas			
Front	25'	25'	Yes
Sides	8' living 6' garage	8' living 6' garage	Yes
Rear	25'	54'	Yes
Building Setbacks: Townhomes			
Front -	25'	20'	No*
Front – Arterial	50'	50'	Yes
Sides	25'	25'	Yes
Rear	40' between structures	53.7'	Yes
Building Height:			
Villas	35'	26'	Yes
Townhomes		27'	

* Variance requested

Variances

The applicant is requesting a variance to reduce the front yard building setback to 20 feet for two sets of townhomes, where 25 feet is specified. The proposed development would meet or exceed all other setback requirements. The plan indicates that the townhomes would have a 30-foot minimum driveway and provide for more distance from the rear of the buildings. Front yard setback reductions have been approved in a number of other developments, Elm Creek Meadows (2018) and Villas at Copper Creek (2015). The Planning Commission must review the variance request for compliance with the standards outlined in the ordinance.

Findings

In review of the request, staff finds that all the applicable variance standards would be met, as follows:

- 1) The requested variances, and resulting construction, would be in harmony with the general purposes and intent of the ordinance, and would be consistent with the city's comprehensive plan.
- 2) The applicant has demonstrated that there are practical difficulties in complying with the ordinance regulations, because:
 - a. The applicant proposes to use the property in a reasonable manner. The applicant is proposing multiple family homes in a multiple family district.
 - b. The request is due to circumstances unique to the property that were not created by the landowner. The applicant is working with the site elevations and constraints (wetlands, topography, roadway access restrictions).
 - c. The variances would not alter the essential character of the neighborhood as there are townhomes on the east side of Vicksburg Lane. The driveway length will still comply with the zoning requirements and there would not be a sidewalk on this side of the street.
- 3) The requested variances are not based solely upon economic considerations. The requested variances are due to the multiple unique site constraints of the property. The sites topography along Vicksburg Lane to the wetland on the west and Chankahda Trail to the north present challenges with buffer and setback requirements.
- 4) The variances, and resulting construction, would not be detrimental to the public welfare, nor would it be injurious to other land or improvements in the neighborhood. The applicant has stated that the proposed townhomes and villa homes would meet all the required setbacks for the zoning district.
- 5) The variances, 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. The applicant has stated that will not impair light and air to adjacent properties, no increase in traffic congestion, no increase danger of fire, and would not endanger public safety and would not diminish property values in the neighborhood as the project is a mixture of single-family and multiple family homes.
- 6) The variance requested is the minimum action required to address the practical difficulties, to build a townhome product, the tuck under style garage is required by the existing site elevations and constraints and by reducing the front yard setback it increases the spacing between buildings to the side and rear setbacks.

Preliminary Plat

The applicant is requesting approval of a preliminary plat to subdivide the property into 38 lots and one common lot. The proposed lots meet the minimum lot size requirements in the RMF-1 zoning district. Lot width and depth requirements also meet the minimum requirements of the RMF-1 district.

Type	Type	Lot Size (Square Feet)
Villa	Single-family	10,320 – 39,604
Townhome	Multi-family	3,484 – 4,367
Common Lot	Open space	65,742

Sidewalks/Trails

Section 524.07 of the subdivision regulations requires that a sidewalk be installed along one side of all local streets. The applicant is providing a sidewalk within the development that would connect to the Trail along the west side of Vicksburg Lane. The applicant would be required to repair any trails or sidewalks that connect to the Plymouth Parks and Trails system if damaged during construction of the development. The resolution includes a condition that addresses this matter.

Street/Access

The site will have full access off Vicksburg Lane to align with 60th Avenue the entrance into the Legacy Park neighborhood. This area is the high point of Vicksburg Lane and would be most visible. The second access point will be a right-in, right-out access on Vicksburg Lane closer to the intersection of Chankahda Trail and Vicksburg Lane.

Tree Preservation

This development is subject to the City's tree regulations. The regulations require preservation of 50 percent of the caliper inches of significant trees for residential development sites, or reforestation and/or monetary restitution for any removal over 50 percent. The tree survey indicates a total of 3,740-caliper inches of eligible significant trees on the site. The applicant submitted a tree plan indicating that 3,007-caliper inches, roughly 80% would be removed from the total site. The proposed development would exceed the City's tree preservation regulations and would be required to pay restitution or do reforestation. The applicant is proposing to pay the \$62,920 restitution fee. The resolution includes a condition that addresses this matter.

Park Dedication

The comprehensive plan does not identify the need for additional park land acquisition on the subject site. As a result, the applicant is not required to dedicate park land to the city. The applicant is required to pay an equivalent cash fee in lieu of land dedication prior to recording the final plat. The city is authorized by statute to collect park dedication fees to support any additional demand for parks created by new development. The city has studied this demand and concluded that new projects generally create additional park demand of approximately \$8,000 per unit. For this project, that would be a total of \$304,000. Staff has reviewed this individual project and believes this project will generate similar types and quantities of new demand as

assumed in the city's study. Staff does not believe there needs to be any adjustment made to the amount of park dedication fees. The resolution includes a condition that addresses this matter.

Wetland and Stormwater

The plat is subject to the City's wetland delineation and buffering regulations. An exceptional and medium-quality wetland lies on the west side of the property. The applicant is not proposing to fill or impact the wetland. The zoning ordinance requires that natural buffer strips be provided adjacent to wetlands to protect them. For exceptional-quality wetlands, the ordinance requires a buffer strip averaging 75 feet in width from the wetland edge, together with a 15-foot structure setback from the edge of the buffer. For medium-quality wetlands, the ordinance requires a buffer strip averaging 30 feet in width from the wetland edge, together with a 15-foot structure setback from the edge of the buffer. With identifying the required wetland buffer monuments, the proposal would comply with City regulations pertaining to buffer strips and setback from the buffer strip. The attached resolution addresses this matter.

The City requires that storm drainage systems be designed so the post-development rate of runoff from a site does not exceed the pre-development rate. Additionally, the City requires treatment of storm water runoff before it enters the drainage system. The proposed development includes a new stormwater management basin at the northwest corner of the site.

Level of Discretion in Decision-Making

The City has a relatively high level of discretion in approving or denying a rezoning application. This is because the rezoning of land is also a "quasi-legislative" action (enactment of policy). The zoning ordinance and map are the enforcement tools used to implement the goals and standards set by the comprehensive plan. The proposed zoning for a property must be consistent with the comprehensive plan.

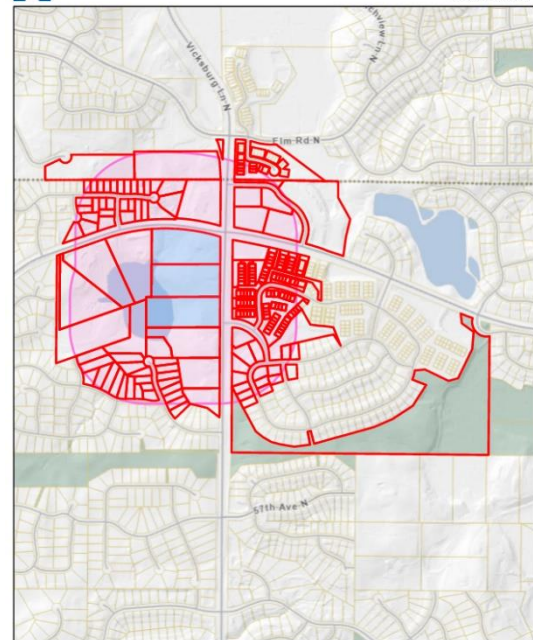
The city's discretion in approving or denying a conditional use permit amendment is limited to whether the proposal meets the standards listed in the zoning ordinance. If it meets the specified standards, the city must approve the conditional use permit. However, the level of discretion is affected by the fact that some of the standards may be open to interpretation.

The City's discretion in approving or denying a preliminary plat is limited to whether or not the proposed plat meets the standards outlined in the subdivision regulations and zoning ordinance. This is because preliminary plat review is a "quasi-judicial" action (enforcement of established policy). If a preliminary plat application meets the standards, the city must approve the preliminary plat.

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 750 feet of the site. Staff also placed signage on the site which included notice of the application.



Buffer Size: 750

Map Comments:

0 205 410 820 Feet
|-----|-----|-----|

Friday February 21, 2025 update

Kip Berglund & Lori Sommers
City of Plymouth
3400 Plymouth Boulevard
Plymouth, MN 55447

RE: Sunset Bluff Villas and Townhomes,

Ron Clark Construction is proposing a neighborhood consisting of single-family rambler style villa homes (Villas) and two-story Row Townhomes on the 15.8-acre property, which currently includes 3 single-family homes in the southwest corner of Vicksburg Lane and Chankahda. The 3 single-family homes are located at 5995, 6045 & 6105 Vicksburg Lane No.

The proposed For-Sale neighborhood would have nineteen (19) detached Villa Homes and nineteen (19) Row Townhomes. Each home will include at least a 2-car garage, with additional parking for a minimum of 2 cars in each driveway, as well as approximately 20 guest parking spots available on the public street. The project will have sidewalk (on the Villa side), driveways, yards and open spaces maintained by the Homeowners Association (HOA).

The site is bordered by Vicksburg Lane to the east, Chankahda Trail on the north, and the large wetland to the west. The overall goal is to integrate the new housing into the existing natural elements of the site, while creating a neighborhood that complements the surrounding residential areas. The mix of Villas and Townhomes aligns with the existing residential landscape, with higher-density Townhomes across Vicksburg to the east, an Apartment and Commercial area to the north and predominantly Single-Family homes to the south and west. The maintenance-free, main-level living design is in high demand among current Plymouth residents seeking a 'Lifestyle-Focused' option while remaining in Plymouth near their children and grandchildren. This empty nester style product also, through them selling their existing homes, grants access to young families aspiring to raise their children within the high-quality Plymouth area schools.

The Townhomes along Vicksburg allow for buffering of the major road and will offer a more affordable price point than the Villa Homes. They allow for main floor living with deck & porch facing the street above the garage, while also being able to walk out from the main level onto a patio at the rear of the home, which fits in well with the slope of the land. The Villa homes will all be single-story with walkout lower levels backing up to the current large wetland and newly built water quality pond in the northwest corner of the site. Due to the multiple site constraints of Vicksburg Lane to the east, Chankahda Trail on the north, and the large wetland to the west,

along with the elevation drop of about 55 feet from the Vicksburg entrance to the pond, the overall design has limited flexibility to create a functioning high quality neighborhood and allow for a loop road for dual access to Vicksburg at 60th and with the right-in, right-out access to the northeast. The neighborhood will benefit from a streamlined approach with a single developer, a single builder, and a unified homeowners association. This ensures that the project's completion and maintenance align with the approved design.

Comprehensive Guide Plan: The site currently is and will remain designated for Low-Density Residential use, LA-2 (3-6 units per acres) which is consistent with the existing Comprehensive Plan. This consistency with the Comp Plan was discussed with staff even before we purchased the property and is a key component of our proposed Project.

Zoning Change: The current zoning for the site is FRD – Future Restricted Development and is has three existing single-family homes. The proposed zoning change would reclassify the property to RMF-1. The purpose of the RMF-1 District is to expand life cycle housing options in Plymouth by allowing for a variety of attached dwelling unit types, as well as directly related complementary uses. This zoning accommodates our Townhomes and also permits Single-Family detached dwellings with a Conditional Use Permit for the empty nester detached Villa Home portion of the neighborhood. The density we are requesting is 3.5 units per net acre. The project will also increase the tax value for the city significantly. The market value of the three existing properties is \$2,045,500, while this new Villa/Townhome neighborhood will have a projected value for the 38 homes of approximately \$40,000,000 once completed.

To create this Townhome/Villa neighborhood, we have the following applications included:

- 1) Rezoning Application – FRD – Future Restricted Development to RMF-1 District
- 2) Preliminary Plat for 19 detached Villas, 19 Townhomes and 1 common lot
- 3) Conditional Use Permit for Single Family Detached Villas in the RMF-1 District
- 4) Request for a minor variance to allow 2 of the townhome buildings to have a front lot setbacks of 20 feet vs. 25 feet, this will still allow for a minimum of a 30 foot driveway but will allow for the rear corners of the buildings to be 10 farther apart and allowing for additional landscaping and screening which creates a better back yard.

Wetland Area

We have an approved wetland delineation for the site. We are impacting a de-minimis area (583 sq ft) near the Chankahda Trail storm water outlet and this has also been approved. We have also received approval from the Corp of Engineers to affect less than 150 feet of the tributary between the Wetland outlet and Chankahda Trail. The plan has been designed with the additional

buffer requirements related to the steeper slopes along the wetland, the minimum wetland buffer is 100 feet, nearly double the normal wetland buffer.

Concept plan comments from Staff

We provided an initial concept plan for staff last fall and then an updated version again in early January to determine if we were on the right path with the site design. We received comments from various departments and feel we have addressed most of those comments. We also received additional DRC comments after formal submission, all those comments have been responded to and any required updated drawings were provided

Development Recap:

1) Setbacks

- a. The project is requesting a setback variance for Townhome lots 12 through 20, to allow for a 20-foot front yard setback. This change still allows for a minimum of a 30-foot driveway but allows for more distance between the corners of the buildings and allows for additional landscape and screening which creates a better back yard. The site constraints do not allow us to solve this without the variance.
- b. No other setback variances are being requested.

2) Stormwater impact

- a. See included stormwater report and compliance with both City and Watershed District requirements.
- b. The current design coordinates with the upgraded outlet structure that the city is working on at the north end of the pond.

3) Buildable area of site

- a. Total Site Area = 15.8 ac with 2.7 ac of Wetland and 2.1 acres of Wetland Buffer
- b. Buildable Area of Site = 11.0 ac
- c. Density on buildable area = $38 \text{ units} / 11.0 \text{ ac} = 3.5 \text{ units/acre}$

4) Lighting

- a. The site will have street lighting at the intersections and a few other areas.
- b. The homes will have soffit or wall sconce exterior lighting on the front of the garage, controlled by a photocell to create a welcoming environment.

5) Parking for visitors

- a. All driveways can accommodate two (2) or more cars for guests, plus each Villa & Townhome has two (2) car garage and residents are required not to store anything in the garage that would restrict them from being able to park 2 cars internally.
- b. Additional guest parking is also available on the public street, this will accommodate at least 20 cars.
- c. The Public Street will be a city standard 28 foot back-to-back, which allows for parking on one side. Driveways are a minimum of 20 feet wide at the garage, easily allowing 2 cars to park in each driveway.
- d. The Minimum distance from the back of curb to the face of garage is 30 feet.

6) Tree Removal and Replacement Plan

- a. A Tree Removal and Replacement Plan is provided with our proposal. Our landscape architect has worked closely with the city staff to form an acceptable plan that complies with and/or exceeds the minimums of the City Tree Ordinance.
- b. We will be paying for the portion of the tree replacement as we are unable to fit all the required trees in the non-buffer areas.

7) Landscaping Plans and Screening

- a. A fully designed landscaping plan is provided with our application.
- b. We will provide a 4-foot-high fence along the first 300 feet of the south property line, where the neighbor's property is higher than ours as shown on the plans.
- c. The area behind the Villa Homes, even though owned by the resident, will have a Buffer Easement and signage placed on that area to ensure wetland & buffer protection compliance.

8) Lot sizes and building footprint coverage

- a. See the attached Preliminary Plat showing the individual lot sizes for each home.
- b. Each lot meets the minimum 55-foot width at the building setback.

Housing and Architecture: The single-family detached Villa Homes will be planned and designed to fit into the existing neighborhood while introducing a desirable housing style not currently prevalent in Plymouth. We are planning a mix of home designs that range between 2,500 and 3,600 square feet. The home designs will offer two car-plus garages, sunrooms, porches, and decks, with a variety of internal floorplans and exterior styles. The overall Architecture is still in the development stage, but we have provided visual examples, and if you

look at our current and past projects you will get a sense of the quality of the homes and the variety of the exterior designs. The Townhomes will be a raised rambler style, featuring a guest suite and storage on the garage level, with the primary living area above that. The main floor of the townhomes will be very similar to the main floor of the Villas, with the primary bedroom suite, kitchen, dining, deck and/or porch, laundry, study and Great Room all on that floor.

Homeowners Association (HOA): A Homeowners Association will be planned for the neighborhood. The Association will maintain each home's lawn care and snow removal along with maintaining all common area landscaping and the monument. With the Buffer Easement in place, the Homeowners Association, coupled with the city's monitoring rights, will ensure this area is properly maintained in the future.

Development Team:

Project Architect – Whitten Associates, Inc. – Tim Whitten and Heather Maanum

Project Engineer – Campion Engineering - Marty Campion

Developer and Builder – Ron Clark Construction – Mike Waldo and Landon Wittenberg

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

The proposed For-Sale neighborhood would have nineteen (19) detached Villa Homes and nineteen (19) two-story Row Townhomes. With the unique nature of the site, it has a demand for a mix of townhomes along the main road (Vicksburg Lane) and Villas along the wetland. The purpose of the RMF-1 District is to expand life cycle housing options in Plymouth by allowing for a variety of attached dwelling unit types, which this proposal will do, but to accomplish it we need the CUP for the detached Villas.

How does the use, and associated conditional use permit, comply with, and effect, the Plymouth Comprehensive Plan?

The proposed mix of home styles meets the Low-Density Residential use, consistent with the existing Comprehensive Plan, while falling well within the overall density requirement with only 2.9 units/acre.

Explain how the establishment, maintenance, or operation of this conditional use will promote and enhance the general public welfare and will not be detrimental to or endanger the public health, safety, morals or comfort.

The RMF-1 District is to expand life cycle housing options in Plymouth by allowing for a variety of attached dwelling unit types, which this proposal will do. We believe not only will this development enhance the general public welfare, but supports and aligns well with the City of Plymouth's Comprehensive Plan Vision Statements.

Explain how the conditional use permit would not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.

The mix of Villas and Townhomes aligns with the existing residential landscape, featuring higher-density Townhomes across Vicksburg to the east and predominantly Single-Family homes to the south and west. This transition of housing products integrates well with the surrounding area and will not impact their use and enjoyment. In fact, the lower density Villas will have significantly less impact than a full density Townhome development.

Explain how the establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.

With the proposed neighborhood being at the intersection of Vicksburg and Chankahda, this proposal will complete the development of the northwest corner, except for the possible development of the small parcel just to the south of the site. To accommodate any future potential development of that parcel, we are providing a road connection and right-of-way (ROW) for connection in the future if they so desire.



Explain how adequate measures have been, or will be, taken to provide ingress, egress, and parking so designed as to minimize traffic congestion in public streets.

The loop street design will provide easy ingress and egress from all the lots. Each home will have at least 2 parking spaces within the garage and an additional 2 spaces in each driveway. Additionally, there will be at least 20 on-street parking spaces available for guest parking.

Will the conditional use conform to the applicable regulations of the district in which it is located?
Explain.

Yes, the Single Family Detached Villas will conform to all the requirements of the district.

Does the conditional use comply with the general and specific performance standards as specified by Section 21015 and the Plymouth Zoning Ordinance?

Yes, we believe it does.



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

The proposed For-Sale neighborhood would have nineteen (19) detached Villa Homes and nineteen (19) two-story Row Townhomes. With the unique nature of the site, it has a demand for a mix of townhomes along the main road (Vicksburg Lane) and Villas along the wetland. We are requesting a variance to reduce the Townhome Structure Front Yard Setback from 25 feet to 20 feet, only on buildings 3 & 4. This variance is necessary due to the multiple site constraints limiting the reasonable depth for each TH and rear yard space. The elevation of the Villas in order to preserve the Wetland does not allow us to move the stre

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

The proposed mix of home styles meets the Low-Density Residential use, consistent with the existing Comprehensive Plan, while falling well within the overall density requirement of 3-6 units per acres, the project has only 3.5 units/acre.

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

No, this project will not be injurious to other land or improvements in the neighborhood. We believe not only will this development enhance the general public welfare, but supports and aligns well with the city of Plymouth's Comprehensive Plan Vision Statements. The driveways will still be 30 feet from the garage door to back of curb which functions very well.

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

No, this project will not impair an adequate supply of light and air to adjacent properties, has no increase in traffic congestion on the public street, no increase the danger of fire, no endanger the public safety and it enhances not diminishes the property values within the neighborhood.

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

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

Yes, in order to build a townhome product, with a tuck under style garage as required by the site elevations and constraints this variance is necessary to alleviate the practical difficulties. By reducing our front yard setback by 5 feet and thereby increase the spacing between the buildings, with the change we are still able to maintain the standard minimum side yard and rear yard setbacks.

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

Yes, the proposed use falls within the permitted RMF-1 Zoning District. The purpose of the RMF-1 District is to expand life cycle housing options in Plymouth by allowing for a variety of attached dwelling unit types, which this proposal will do, but to accomplish we request the variance for the Townhomes.



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

No, the variance would not alter the essential character of the locality. The Driveway is still 30 feet from face of garage to back of curb and there is no sidewalk on this side of the road to conflict with, so that leaves plenty of parking room in the driveways.

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

No, the variance requested is based on with the site constraints from Vicksburg on the east, large wetland on the west, and Chanakada on the north there is no other way to provide a reasonable distance between the rear of these 2 townhomes and create the loop road needed for public safety. This also allows for a more reasonable back yard for each home.

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

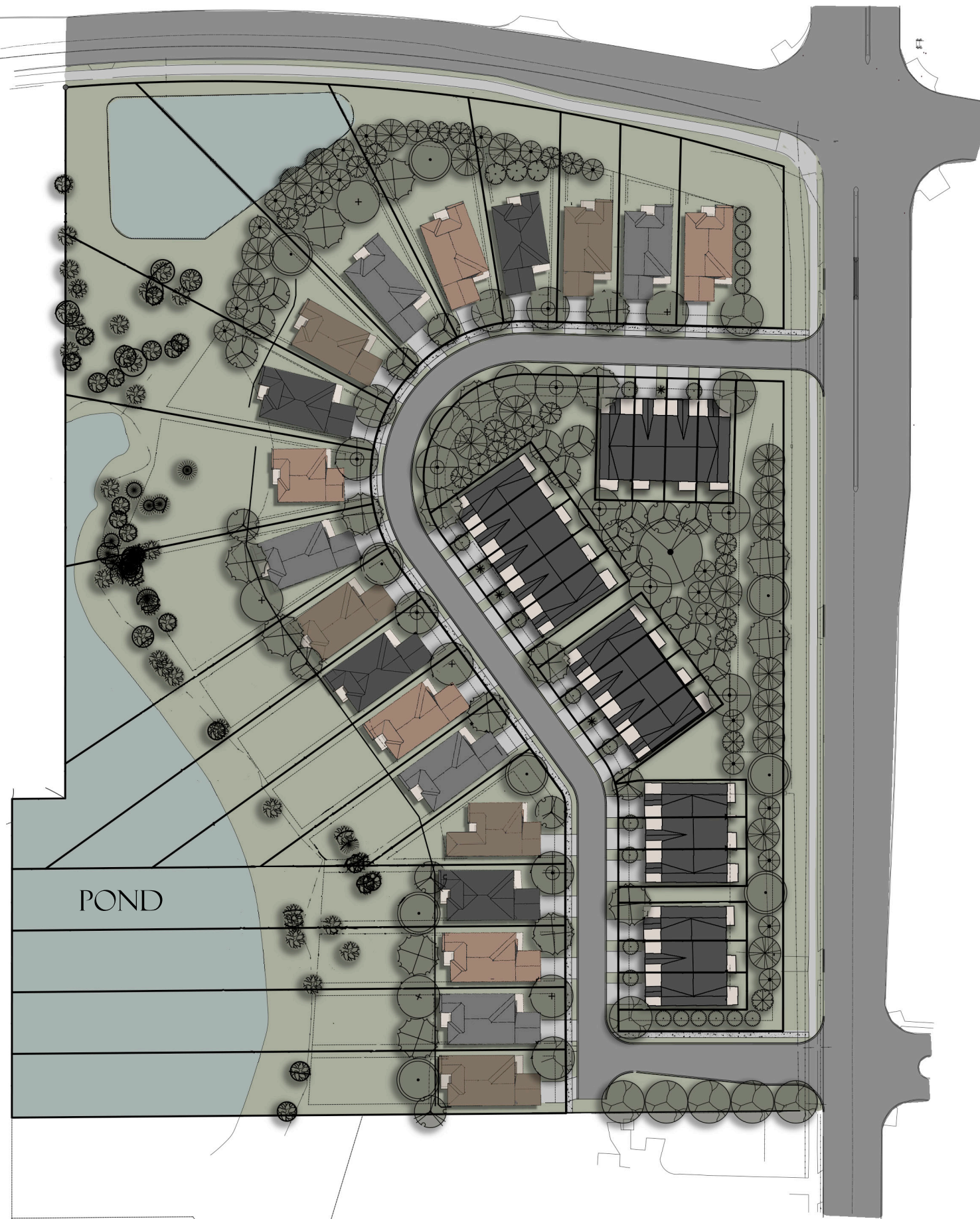
yes, the difficulty is due to the multiple site constraints that are unique to this property, the verticle drop from Vicksburg on the east to the large wetland on the west and to Chnakada on the north, each of these 3 borders required 50-100 buffers/stebacks compaired to a normal 25-30 foot rear yard setback. The loss of area is made even more difficult because of the large slope from Vicksburg to the Wetland which limits any design flexibility we would normally have had. No issue was caused by owners





PRELIMINARY PLAT	PROJECT NO: 23-027
SHEET NO. 4 OF 15 SHEETS	DATE: 01/24/2025

SITE PLAN
SCALE: 1" = 100'-0"



1.28.25

Plot Date & Time:

WARNING:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND/OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

CALL BEFORE YOU DIG

GOPHER STATE ONE CALL

TWIN CITY AREA: 651-454-0002

TOLL FREE 1-800-252-1166

SUNSET BLUFF
PLYMOUTH, MN

PROJECT DIRECTORY

OWNER:

RON CLARK CONSTRUCTION
MIKE WALDO
7500 WEST 78TH ST.
EDINA, MN 55439
PHONE: 952.947.3037
EMAIL: MWALDO@RONCLARK.COM

ENGINEER:

CAMPION ENGINEERING SERVICES, INC.
MARTY CAMPION
P.O. BOX 41486
PLYMOUTH, MN 55441
PHONE: 763.486.3799
EMAIL: MCAMPION@CAMPIONENG.COM

SURVEYOR:

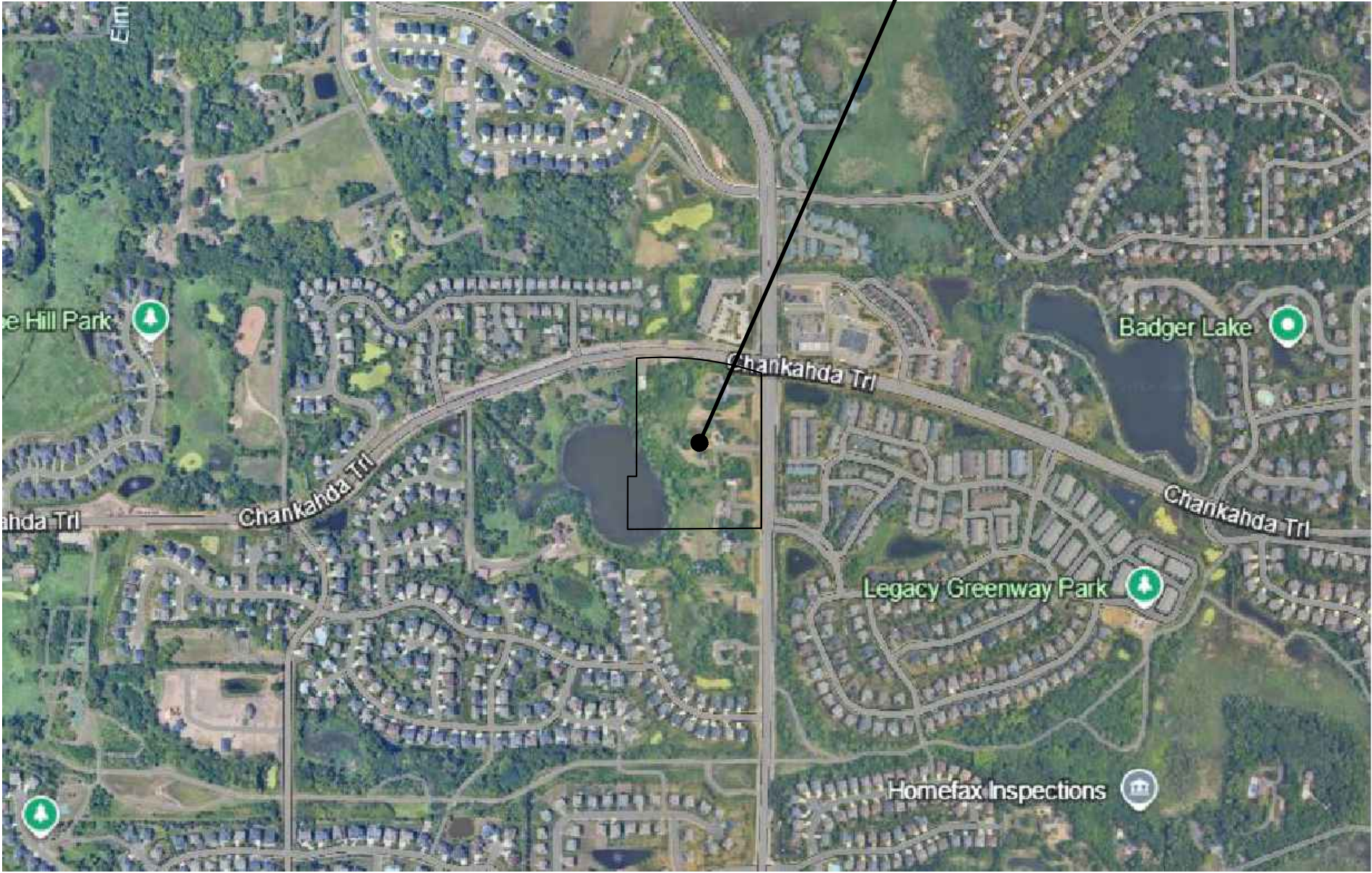
WESTWOOD
MATT HALLS
12701 WHITEWATER DR, SUITE 300
MINNETONKA, MN 55343
PHONE: 763.486.7322
EMAIL: MATT.HALLS@WESTWOODPS.COM

GOVERNING SPECIFICATIONS:

1. THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" LATEST EDITION & SUPPLEMENTS.
2. CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM) STANDARD UTILITIES SPECIFICATIONS. (LATEST EDITION)
3. ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND ORDINANCE WILL BE COMPLIED WITH IN THE CONSTRUCTION OF THIS PROJECT.
4. CITY OF PLYMOUTH STANDARD SPECIFICATIONS & DETAILS.

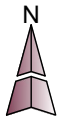
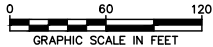
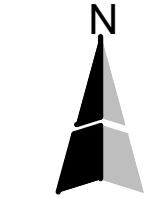
LEGEND

	PROPERTY LINE
	EXISTING CONTOURS
	PROPOSED CONTOURS
	EASEMENT LINE
	SETBACKS
	WET
	DELINEATED WETLAND EDGE
	STORM SEWER
	SANITARY SEWER
	WATERMAIN
	FENCE
	OVERHEAD POWER LINE
	UNDERGROUND ELECTRIC
	CULVERT
	SOIL BORING
	SANITARY SEWER MANHOLE
	SANITARY CLEANOUT
	STORM SEWER MANHOLE
	STORM SEWER CATCH BASIN
	WATER GATE VALVE
	HYDRANT
	EXISTING TREE LINE
	INLET PROTECTION
	ROCK CONSTRUCTION ENTRANCE
	SILT FENCE



INDEX

SHEET NO.	DESCRIPTION
1.	COVER SHEET
2.	CERTIFICATE OF SURVEY/EXISTING CONDITIONS
3.	DEMOLITION PLAN
4.	PRELIMINARY PLAT
5.	SANITARY SEWER & WATERMAIN PLAN
6.	STREET & STORM SEWER PLAN
7.	GRADING PLAN
8.	STORM WATER POLLUTION PREVENTION PLAN
9.	TREE INVENTORY PLAN
10.	TREE PRESERVATION & RESTORATION PLAN
11.	DETAILS
12.	DETAILS
13.	DETAILS
14.	DETAILS
15.	DETAILS



CAMPION
ENGINEERING
SERVICES, INC.

- Civil Engineering
- Land Planning

PO BOX 41486
PLYMOUTH, MN 55441
PHONE: (763)486.3799
EMAIL: MCAMPION@CAMPIONENG.COM

I hereby certify that this plan, specification or report has been 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.

Martin P. Campion -Lic. # 19901 Date:

SUNSET BLUFF
RON CLARK
PLYMOUTH, MN

COVER SHEET

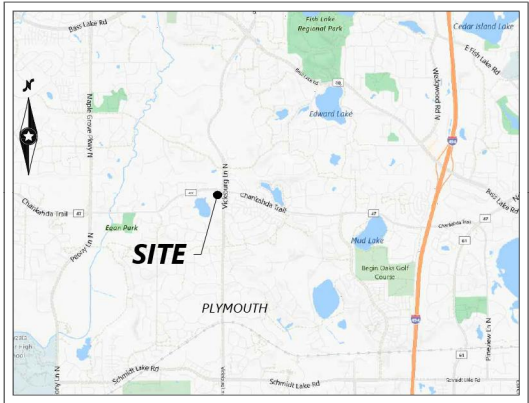
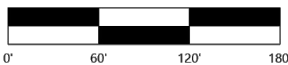
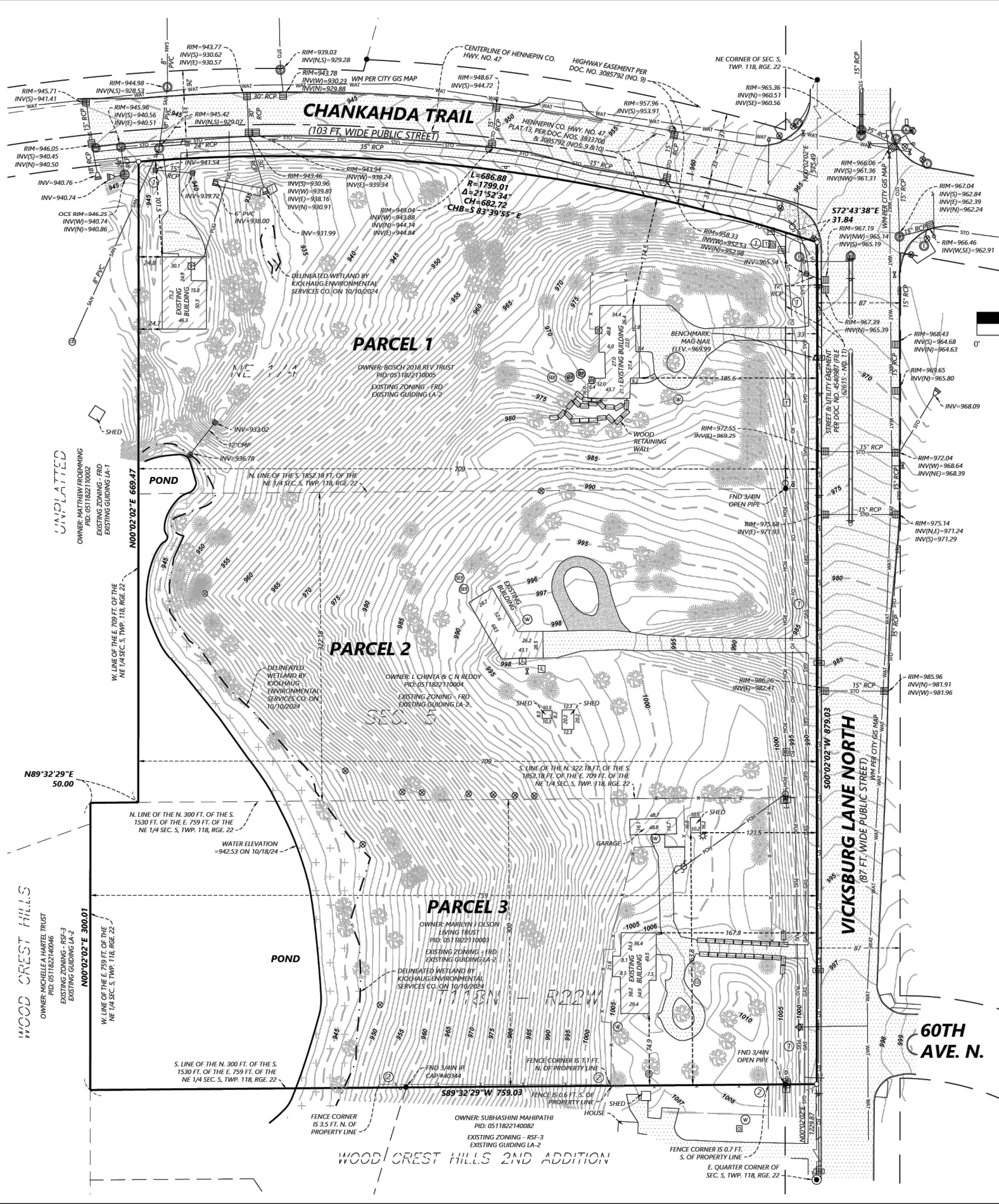
PROJECT NO:

23-027

SHEET NO. 1 OF 15 SHEETS

DATE: 01/24/2025

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LEGAL DESCRIPTION - PARCEL 2

The following information was provided in CHB Title, LLC as agent for Old Republic National Title Insurance Company File Number 62613 which has an effective date of October 21, 2024:

The North 322.18 feet of the South 1852.18 feet of the East 709 feet of the Northeast 1/4 of Section 5, Township 118 North, Range 22 West of the 5th Principal Meridian, Hennepin County, Minnesota.

SCHEDULE B SECTION 2 ITEM NOTES

The following notes correspond to the numbering system of Schedule B , Section 2 of the above mentioned title commitment. Items 1-8 & 10-11 are not survey related and are not addressed hereon.

9. Rights of the public in and to that portion of subject property used for road purposes (Vicksburg Ln N).
-VICKSBURG LANE N. AS SHOWN HEREON.

LEGAL DESCRIPTION - PARCEL 3

The following information was provided in CHB Title, LLC as agent for Old Republic National Title Insurance Company File Number 62614 which has an effective date of October 21, 2024:

The North 300 feet of the South 1,530 feet of the East 759 feet of the Northeast 1/4 of Section 5, Township 118 North, Range 22 West of the 5th Principal Meridian, Hennepin County, Minnesota.

SCHEDULE B SECTION 2 ITEM NOTES

The following notes correspond to the numbering system of Schedule B , Section 2 of the above mentioned title commitment. Items 1-8 & 10-11 are not survey related and are not addressed hereon.

9. Rights of the public in and to that portion of subject property used for road purposes (Vicksburg Ln N).
-VICKSBURG LANE N. AS SHOWN HEREON.

LEGAL DESCRIPTION - PARCEL 1

The following information was provided in CHB Title, LLC as agent for Old Republic National Title Insurance Company File Number 62615 which has an effective date of October 21, 2024:

That part of the East 709 feet of the Northeast 1/4 of Section 5, Township 118 North, Range 22 West of the 5th Principal Meridian, Hennepin County, Minnesota, lying North of the South 1,852.18 feet thereof and South of the center line of County Road No. 47.

SCHEDULE B SECTION 2 ITEM NOTES

The following notes correspond to the numbering system of Schedule B , Section 2 of the above mentioned title commitment. Items 1-8 & 12-13 are not survey related and are not addressed hereon.

9. Terms and conditions of Easement for highway purposes, in favor of County of Hennepin, as created in document filed September 30, 1957, as Document No. 3085792. -SAID EASEMENT IS SHOWN HEREON.
10. Subject to Hennepin County Highway No. 47, Plat 13, filed February 29, 1972, as Document No. 3933700. -SAID EASEMENT IS SHOWN HEREON.
11. Terms and conditions of Easement for street and utility purposes, in favor of City of Plymouth, as created in document filed January 30, 1980, as Document No. 4540987. -SAID EASEMENT IS SHOWN HEREON.

STATEMENT OF POSSIBLE ENCROACHMENTS

The following items are items observed by the surveyor which may constitute an encroachment onto/from the subject property and are provided to draw the users attention, the items below may not in fact constitute an encroachment.

- ① Private and/or public utility lines serving adjacent properties cross the subject property outside of an easement.
- ② Fences lie on or near property boundaries, the surveyor is not aware of the ownership or maintenance responsibilities for these fences.

LEGEND

⑤	SANITARY MANHOLE	Ⓜ	FIBER OPTIC PEDESTAL
⑥	SEWER CLEANOUT	Ⓜ	NATURAL GAS METER
⑦	SEPTIC COVER	Ⓜ	STEEL/WOOD POST
⑧	STORM MANHOLE	Ⓜ	SIGN
⑨	CATCH BASIN	Ⓜ	MAIL BOX
⑩	FLARED END SECTION	Ⓜ	CONIFEROUS TREE
⑪	CATCH BASIN MANHOLE	Ⓜ	DECIDUOUS TREE
⑫	CULVERT	Ⓜ	GAS LINE
⑬	HYDRANT	Ⓜ	SAN — SANITARY SEWER
⑭	GATE VALVE	Ⓜ	STO — STORM SEWER
⑮	CURB STOP BOX	Ⓜ	WAT — WATERMAIN
⑯	WELL	Ⓜ	FO — FIBER OPTIC
⑰	ELECTRIC BOX	Ⓜ	X — FENCE LINE
⑱	ELECTRIC METER	Ⓜ	— CURB & GUTTER
⑲	ELECTRIC MANHOLE	Ⓜ	— CONCRETE SURFACE
⑳	GUY WIRE	Ⓜ	— BITUMINOUS SURFACE
㉑	POWER POLE	Ⓜ	— GRAVEL SURFACE
㉒	TRAFFIC SIGNAL-NO ARM	Ⓜ	— DELINEATED WETLAND (BY OTHERS)
㉓	TRAFFIC SIGNAL ARM	Ⓜ	● CAST IRON MONUMENT (SEE LABEL)
㉔	TELEPHONE BOX	Ⓜ	● FOUND MONUMENT (SEE LABEL)
㉕	HAND HOLE/JUNCTION BOX	Ⓜ	○ SET MONUMENT - LS 53596
㉖	CABLE TV BOX	Ⓜ	

TABLE A OPTIONAL ITEM NOTES

1. Property corner markers have been found or placed as shown hereon
2. The addresses of the surveyed properties are 6105, 6045 & 5995 Vicksburg Lane North, Plymouth, MN 55446.
3. The subject property appears to lie within Zone "X", Area of Minimal Flood Hazard, according to FEMA Flood Insurance Rate Maps Community - Panel Numbers 27053C0178F & 27053C0190F which have an effective date of 11/4/2016.
4. The subject property contains 687,263 sq. ft. or 15.777 acres, more or less. Net Area (Gross-Wetlands) = 13.141 acres.
5. Elevations and ground contours shown hereon are based on the NAVD88 (NAD83) relative to Benchmark: MNDOT 2785CY, which has an elevation of 981.74 feet. (NOT SHOWN ON SURVEY)
- 6(a). There were no Zoning Reports or Letters provided by the title company, client or owner.
- 6(b). There were no Zoning Reports or Letters provided by the title company, client or owner.
8. The surveyor has made a good faith effort to show all substantial, above ground, visible, and permanent features observed during the course of the survey.
9. The subject property contains 0 parking stalls.
13. Names of adjoining owners are shown according to the Hennepin County GIS Map.

GENERAL NOTES

1. Bearings of property lines shown hereon are based on the Hennepin County coordinate system, (NAD 83 - 2011 Control Adjustment).
2. Lengths of lines and distances between features are measured in US-Survey Feet.

SURVEYOR'S CERTIFICATION

To: Marilyn J. Olson Living Trust, Christopher J. Bosch and Kathleen M. Ringel-Bosch, as Trustees of the Bosch 2018 Revocable Trust, Leelavathi Chinta and Chinta Narisi Reddy, as joint tenants, R.E.C., Inc. and CHB Title, LLC, as agent for Old Republic National Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 6(a)(b), 8, 9 and 13 of Table A thereof.

The fieldwork was completed on 10/18/2024.

Date of Map: 12/04/24

Mathew J. Welinski
License No. 53596
email address: Matt.Welinski@westwoodps.com

DESIGNED:	
CHECKED:	
DRAWN:	
HORIZONTAL SCALE:	60'
VERTICAL SCALE:	

INITIAL ISSUE: 12/03/2024
REVISIONS:

PREPARED FOR:

RON CLARK
CONSTRUCTION

PLYMOUTH VICKSBURG LANE
PLYMOUTH, MN

Westwood

Phone (852) 937-5150 12701 Whitewater Drive, Suite 8300
Fax (852) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.
TITLE ENGINEERING FIRM REGISTRATION NO. 117756
TYPE 2 SURVEYING FIRM REGISTRATION NO. 10074301

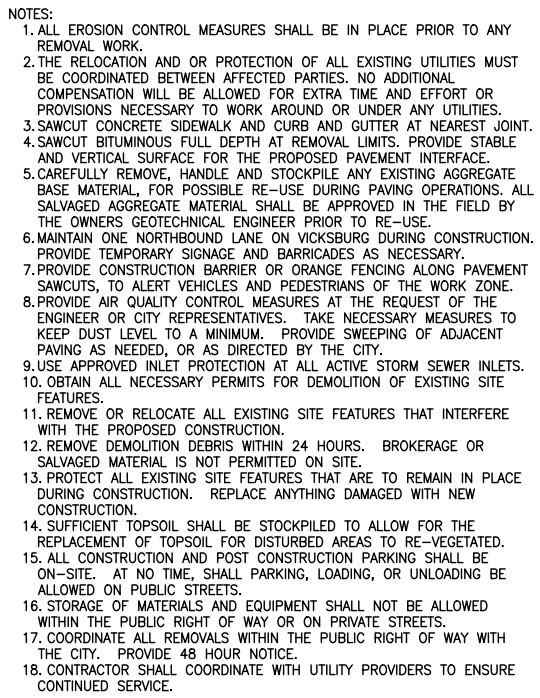
ALTA/NSPS
LAND TITLE &
TOPOGRAPHIC SURVEY

SHEET NUMBER:

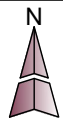
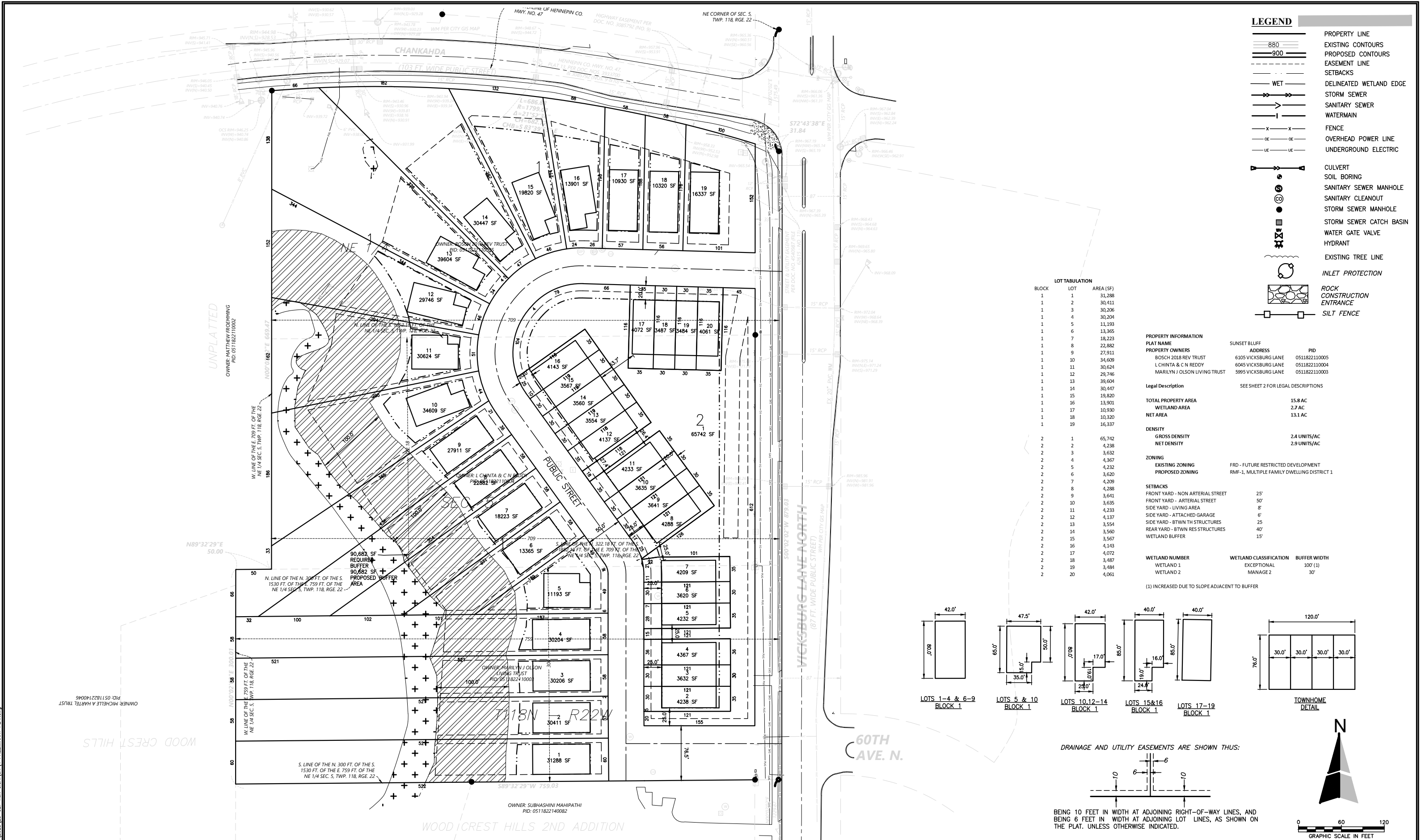
2 OF

Page 284 of 389

PROJECT NUMBER: 0053206.00



				 CAMPION ENGINEERING SERVICES, INC.	• Civil Engineering • Land Planning PO BOX 41486 PLYMOUTH, MN 55441 PHONE: (763)486.3799 EMAIL: MCAMPION@CAMPIONENG.COM	I hereby certify that this plan, specification or report has been 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. Martin P. Campion —Lic. # 19901 Date: _____	SUNSET BLUFF RON CLARK PLYMOUTH, MN	DEMOLITION PLAN		PROJECT NO: 23-027
NO.	DATE	BY	DESCRIPTION					SHEET NO. 3 OF 15 SHEETS		DATE: 01/24/2025



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PLYMOUTH, MN 55441
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or report has been 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.

Martin P. Campion -Lic. # 19901 Date:

SUNSET BLUFF
RON CLARK
PLYMOUTH, MN

PRELIMINARY PLAT

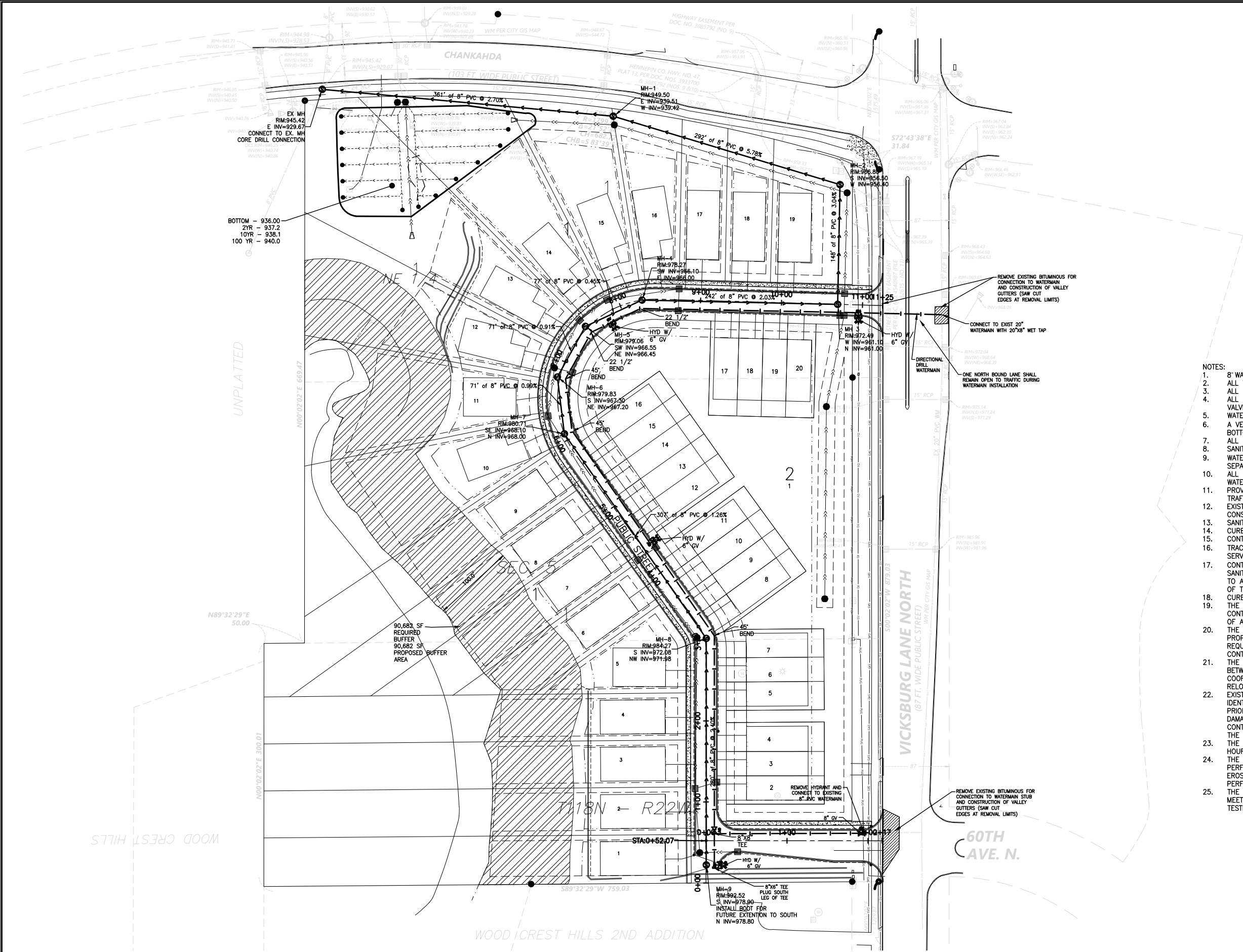
SHEET NO. 4 OF 15 SHEETS

PROJECT NO:
23-027

DATE:
01/24/2025

Plot Date & Time:

C:\Users\luc-co\OneDrive\2023\23-027 Ron Clark\DWG\5 SAN & WM.dwg

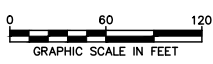


LEGEND

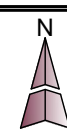
880	PROPERTY LINE
900	EXISTING CONTOURS
	PROPOSED CONTOURS
	EASEMENT LINE
	SETBACKS
WET	DELINEATED WETLAND EDGE
	STORM SEWER
	SANITARY SEWER
	WATERMAIN
X X	FENCE
OE OE	OVERHEAD POWER LINE
UE UE	UNDERGROUND ELECTRIC
	CULVERT
	SOIL BORING
	SANITARY SEWER MANHOLE
	SANITARY CLEANOUT
	STORM SEWER MANHOLE
	STORM SEWER CATCH BASIN
	WATER GATE VALVE
	HYDRANT
	EXISTING TREE LINE
	INLET PROTECTION
	ROCK CONSTRUCTION ENTRANCE
	SILT FENCE

NOTES:

- 8" WATERMAIN SHALL BE PVC C-900 OR C-905 DR 18.
- ALL WATERMAIN SHALL HAVE 7.5 FEET MINIMUM COVER.
- ALL HYDRANTS SHALL BE INSTALLED WITH 7.5' BURY.
- ALL HYDRANTS ARE TIED TO HYDRANT GATE VALVE WITH MEGALUGS. ALL HYDRANT GATE VALVES ARE TIED BACK TO WATERMAIN TEE WITH MEGALUGS.
- WATERMAIN NUTS AND BOLTS SHALL BE COR-BLU.
- A VERTICAL OFFSET OF 2.0 (MIN) SHALL BE MAINTAINED BETWEEN STORM STRUCTURE BOTTOMS AND OUTSIDE TOP OF WM PIPE.
- ALL 8" PVC SANITARY SEWER SHALL BE SDR 35 OR AS NOTED ON THE PLANS.
- SANITARY SEWER SERVICES FROM 8" MAIN SHALL BE 4" SCHEDULE 40 PVC.
- WATER SERVICES SHALL BE 1" HDPE SDR - 9, COPPER TUBE SIZE (CTS). MAINTAIN 18" SEPARATION FROM STORM. OFFSET UNDER SEWER AS NECESSARY.
- ALL SEWER SERVICES ARE LOCATED 3' DOWNSTREAM OF WATER SERVICES IF SEWER AND WATER ARE IN THE SAME TRENCH.
- PROVIDE TEMPORARY TRAFFIC CONTROL IN COMPLIANCE WITH MNDOT TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS - FIELD MANUAL LATEST REVISION.
- EXISTING UTILITY LOCATIONS AND ELEVATIONS SHALL BE VERIFIED IN FIELD PRIOR TO CONSTRUCTION.
- SANITARY SEWER SERVICE SHALL BE EXTENDED 10' BEYOND THE RIGHT OF WAY.
- CURB STOP FOR ALL SERVICES SHALL BE INSTALLED 10' BEYOND THE RIGHT OF WAY.
- CONTRACTOR SHALL MARK END OF SANITARY SERVICE WITH A 2"x2" AND STEEL POST. TRACER WIRES SHALL BE INSTALLED ALONG ALL SANITARY (GREEN) AND WATER (BLUE) SERVICE LINES.
- CONTRACTOR SHALL JET AND VACUUM (IF REQUIRED BY CITY) AND TELEWISE ALL SANITARY MAINS AFTER MANHOLES HAVE BEEN ADJUSTED TO BASE COURSE AND PRIOR TO ACCEPTANCE BY THE CITY. THE CITY ENGINEER SHALL BE PROVIDED WITH 2 COPIES OF THE TELEVISIONING DVD'S.
- CURB BOXES SHALL BE MARKED WITH A STEEL FENCE POST.
- THE LOCATION AND ELEVATION OF ALL EXISTING UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY OF ANY CONFLICTS.
- THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND FACILITIES TO ALLOW PROPER FUNCTIONING DURING AND AFTER CONSTRUCTION. SUPPORTING STRUCTURES, IF REQUIRED, SHALL BE SUPPLIED BY THE CONTRACTOR AS WORK INCIDENTAL TO THE CONTRACT.
- THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY CONFLICTS BETWEEN EXISTING UTILITIES AND THE PROPOSED CONSTRUCTION. THE ENGINEER WILL COORDINATE WITH UTILITY COMPANY IN QUESTION TO DETERMINE THE NEED FOR RELOCATION OF THE EXISTING UTILITY.
- EXISTING CONDITIONS SUCH AS SAND IN MANHOLES OR VALVE BOXES SHALL BE IDENTIFIED BY THE CONTRACTOR AND THESE SHALL BE REPORTED TO THE ENGINEER PRIOR TO EXCAVATION BY THE CONTRACTOR. ONCE CONSTRUCTION HAS BEGUN, ALL DAMAGE TO UNDERGROUND UTILITIES WILL BE ASSUMED TO HAVE BEEN CAUSED BY THE CONTRACTOR, AND REPAIRS NECESSARY SHALL BE PERFORMED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER AND THE PROJECT ENGINEER 48 HOURS PRIOR TO STARTING WORK OR AS REQUIRE BY THE CITY.
- THE CONTRACTOR SHALL KEEP ACCESS ROADS CLEAR OF SOIL OR OTHER DEBRIS, AND PERFORM DAILY STREET CLEANING AS REQUIRED. POSITIVE DRAINAGE, CONTROLLED WITH EROSION CONTROL AND EROSION PREVENTION MEASURES AS REQUIRED SHALL BE PERFORMED.
- THE OWNER SHALL PAY FOR ALL COMPACTION TESTING. ANY AREAS WHICH FAIL TO MEET THE ABOVE STANDARDS SHALL BE CORRECTED AND RE-TESTED BY THE OWNER'S TESTING AGENT AT THE CONTRACTOR'S EXPENSE.



NO.	DATE	BY	DESCRIPTION



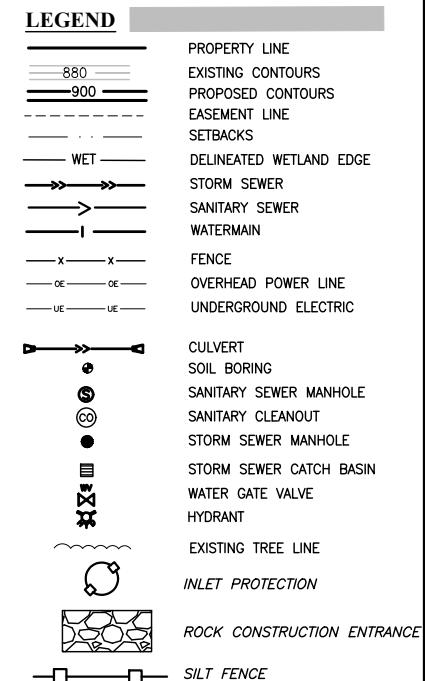
CAMPION
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PO BOX 41486
PLYMOUTH, MN 55441
PHONE: (763)486.3799
EMAIL: MCAMPION@CAMPIONENG.COM

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Martin P. Campion -Lic. # 19901 Date:

SUNSET BLUFF
RON CLARK
PLYMOUTH, MN

PRELIMINARY SANITARY SEWER & WATERMAIN PLAN	PROJECT NO: 23-027
SHEET NO. 5 OF 15 SHEETS	DATE: 01/24/2025



STORM SEWER NOTES:

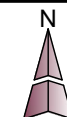
1. ALL STORM SEWER SHALL BE RCP CLASS 3 UNLESS OTHERWISE NOTED.
2. INSTALL SILT FENCE AT BACK OF CURB IMMEDIATELY AFTER BACKFILLING.
3. IN STREETS, INSTALL DRAIN TILE 250' UP GRADIENT FOR CATCHBASINS ON SLOPES. SEE STANDARD PLATES ST-9 AND ST-10. CLEANOUTS PER ST - 21 SHALL BE INSTALLED EVERY 100' -125'.
4. ALL CATCH BASIN CASTINGS IN CURB SHALL BE SUMPED 0.15'. ALL MANHOLE CASTINGS IN PAVED AREAS SHALL BE SUMPED 0.05'. RIM ELEVATIONS SHOWN ON PLAN REPRESENT SUMPED ELEVATIONS.
5. CASTINGS FOR CATCH BASINS THAT FALL WITHIN DRIVEWAYS SHALL BE NEENAH R-3501-TR OR TL.
6. RIPRAP SHALL BE GRANITE AND UNDERLAYED WITH GEOTEXTILE FABRIC.

STREET NOTES

1. ALL STREETS ARE 28' B-B UNLESS OTHERWISE NOTED.
2. SIDEWALKS SHALL BE 6" THICK.



NO.	DATE	BY	DESCRIPTION
REVISIONS			



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Martin P. Campion - Lic. # 19901 Date: _____

SUNSET BLUFF
RON CLARK
PLYMOUTH, MN

PRELIMINARY STREET & STORM SEWER PLAN	
SHEET NO.	6 OF 15 SHEETS

PROJECT NO:	23-027
DATE:	01/24/2025

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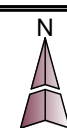


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C:\Users\lke-co\OneDrive\2023\23-027 Ron Clark\DWG 9 TREE INVENTORY.dwg

Plot Date & Time:

NO.	DATE	BY	DESCRIPTION
REVISIONS			



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under the laws of the State of Minnesota.
Martin P. Campion -Lic. # 19901 Date:

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RON CLARK
PLYMOUTH, MN

TREE INVENTORY PLAN		PROJECT NO: 23-027
SHEET NO. 9 OF 15 SHEETS		DATE: 01/24/2025

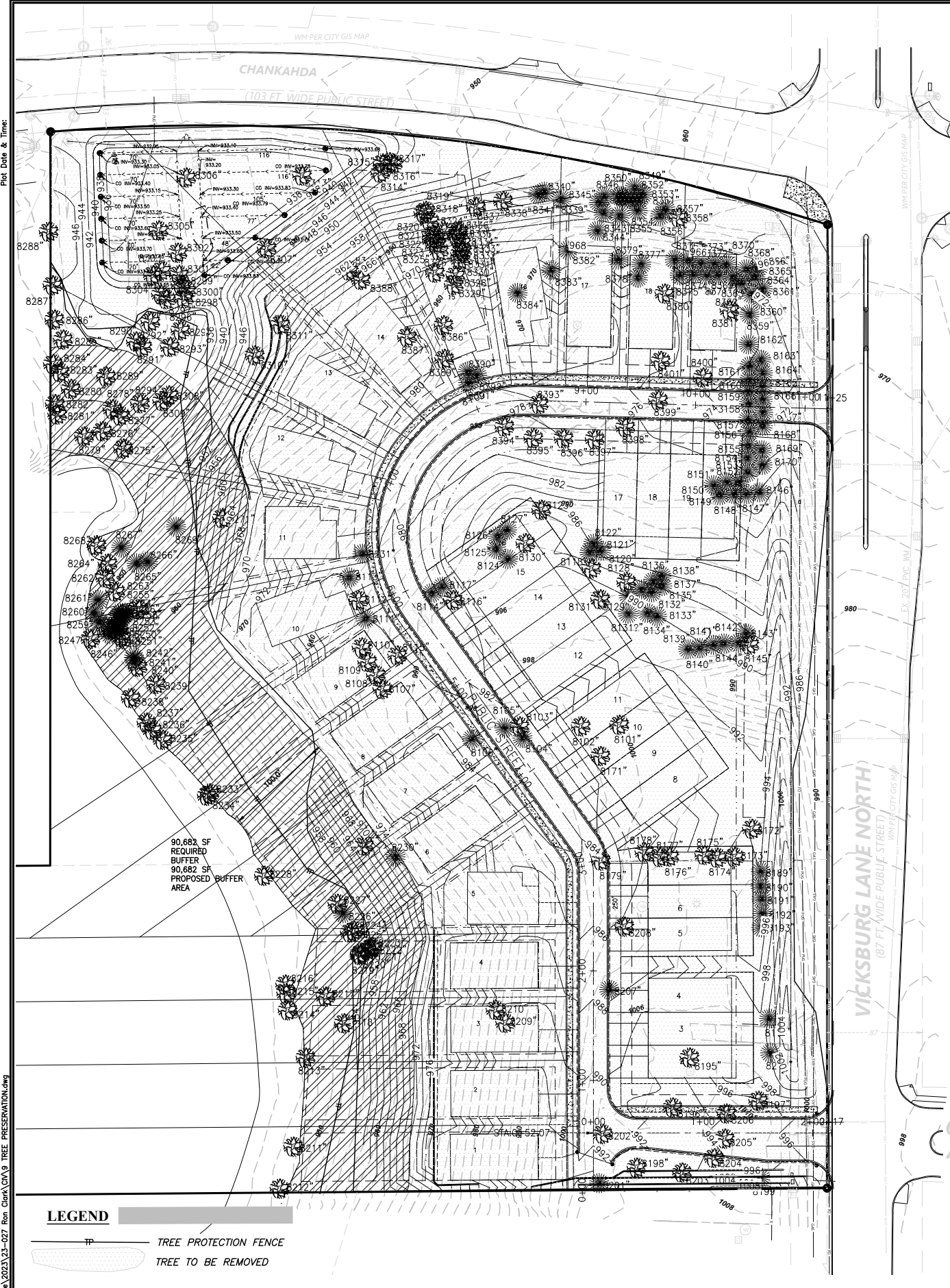


Tag No.	SIGNIFICANT	DBH	Common Name	Scientific Name	Notes
8101	YES	14.13,10.9	Crabapple	Malus sp.	
8103	YES	4.9	Silver Maple	Acer saccharinum	half dead
8104	YES	9	White Spruce	Picea glauca	
8105	YES	15	Colorado Blue Spruce	Picea pungens	
8106	YES	30	Colorado Blue Spruce	Picea pungens	
8107	YES	14	Paper Birch	Betula papyrifera	
8108	YES	22	Basswood	Tilia americana	
8109	YES	8.6,5	Crabapple	Malus sp.	
8110	YES	23	Green Ash	Fraxinus pennsylvanica	
8111	YES	20	Colorado Blue Spruce	Picea pungens	
8112	YES	38	Silver Maple	Acer saccharinum	
8113	YES	8	Red Cedar	Juniperus virginiana	
8114	NO	15	White Spruce	Picea glauca	crown thinning
8115	NO	16	Green Ash	Fraxinus pennsylvanica	affected by Emerald Ash Borer
8116	NO	22	Green Ash	Fraxinus pennsylvanica	affected by Emerald Ash Borer, large broken branch
8117	YES	16	White Spruce	Picea glauca	
8118	YES	17	White Spruce	Picea glauca	
8119	YES	20	White Spruce	Picea glauca	
8120	YES	18	Silver Maple	Acer saccharinum	
8121	YES	17	White Spruce	Picea glauca	
8122	YES	25,22	White Pine	Pinus strobus	
8123	NO	16,12	Willow	Salix sp.	dead branches
8124	NO	15	White Spruce	Picea glauca	crown thinning
8125	YES	12	White Spruce	Picea glauca	
8126	YES	12	White Spruce	Picea glauca	
8127	YES	12	White Spruce	Picea glauca	
8128	YES	5,7.6	Crabapple	Malus sp.	
8129	YES	14	White Spruce	Picea glauca	
8130	NO	16	Green Ash	Fraxinus pennsylvanica	affected by Emerald Ash Borer
8131	YES	9.11,10,7,7.6	Crabapple	Malus sp.	
8132	YES	15	White Spruce	Picea glauca	
8133	YES	16	Colorado Blue Spruce	Picea pungens	
8134	YES	17	Colorado Blue Spruce	Picea pungens	
8135	YES	13	White Spruce	Picea glauca	
8136	YES	12	White Spruce	Picea glauca	
8137	YES	15	White Spruce	Picea glauca	
8138	YES	14	White Spruce	Picea glauca	
8139	YES	12	White Spruce	Picea glauca	
8140	YES	12	White Spruce	Picea glauca	
8141	YES	13	White Spruce	Picea glauca	
8142	YES	18	Colorado Blue Spruce	Picea pungens	
8143	YES	18	Colorado Blue Spruce	Picea pungens	
8144	YES	5.8	Red Pine	Pinus resinosa	
8145	YES	9,14,13	Paper Birch	Betula papyrifera	
8146	YES	13	White Spruce	Picea glauca	
8147	YES	11	White Spruce	Picea glauca	
8148	YES	11	White Spruce	Picea glauca	
8149	YES	14	White Spruce	Picea glauca	
8150	YES	10	White Spruce	Picea glauca	
8151	YES	11	White Spruce	Picea glauca	
8152	YES	7	White Spruce	Picea glauca	
8153	YES	8	White Spruce	Picea glauca	
8154	YES	8	White Spruce	Picea glauca	
8155	YES	10	White Spruce	Picea glauca	
8156	YES	9	White Spruce	Picea glauca	
8157	YES	12	White Spruce	Picea glauca	
8158	YES	12	White Spruce	Picea glauca	
8159	YES	12	White Spruce	Picea glauca	
8160	YES	9	White Spruce	Picea glauca	
8161	YES	9	White Spruce	Picea glauca	
8162	YES	7	White Spruce	Picea glauca	
8163	YES	7	White Spruce	Picea glauca	
8164	YES	8	White Spruce	Picea glauca	
8165	YES	9	White Spruce	Picea glauca	
8166	YES	9	White Spruce	Picea glauca	
8167	YES	10	White Spruce	Picea glauca	
8168	YES	8	White Spruce	Picea glauca	
8169	YES	12	White Spruce	Picea glauca	
8170	YES	11	White Spruce	Picea glauca	
8171	YES	13	Box Elder	Acer negundo	
8172	YES	14	Green Ash	Fraxinus pennsylvanica	
8173	NO	8	Green Ash	Fraxinus pennsylvanica	affected by Emerald Ash Borer
8174	YES	10	American Elm	Ulmus americana	
8175	YES	8	Black Walnut	Juglans nigra	
8176	YES	9,10	American Elm	Ulmus americana	
8177	YES	8	Black Walnut	Juglans nigra	
8178	YES	11	American Elm	Ulmus americana	
8179	YES	9	Black Walnut	Juglans nigra	
8180	YES	13	White Spruce	Picea glauca	
8181	YES	15	Box Elder	Acer negundo	
8182	YES	12	Box Elder	Acer negundo	
8183	YES	19	Colorado Blue Spruce	Picea pungens	
8184	YES	13	Cottonwood	Populus deltoides	
8185	YES	8	Red Cedar	Juniperus virginiana	
8186	YES	9	Red Cedar	Juniperus virginiana	
8187	YES	12	Green Ash	Fraxinus pennsylvanica	
8188	YES	12	White Spruce	Picea glauca	
8189	YES	12	White Spruce	Picea glauca	
8190	YES	13	Norway Spruce	Picea abies	
8191	YES	14	Norway Spruce	Picea abies	
8192	YES	15	Norway Spruce	Picea abies	
8193	YES	19	Colorado Blue Spruce	Picea pungens	
8194	YES	5	Scotch Pine	Pinus sylvestris	
8195	YES	30	Northern Pin Oak	Quercus ellipsoidalis	
8196	YES	9,14,14.9	Paper Birch	Betula papyrifera	
8197	YES	34	Honey Locust	Gleditsia triacanthos	
8198	YES	29	Green Ash	Fraxinus pennsylvanica	
8199	YES	14	White Spruce	Picea glauca	
8200	YES	4	Scotch Pine	Pinus sylvestris	
8201	YES	16	White Spruce	Picea glauca	
8202	YES	33	Green Ash	Fraxinus pennsylvanica	
8203	YES	8,6,5,8	Crabapple	Malus sp.	
8204	YES	15,4	Crabapple	Malus sp.	
8205	YES	9,10,8,5	Crabapple	Malus sp.	
8206	YES	6,15	Crabapple	Malus sp.	
8207	YES	20,12	Red Pine	Pinus resinosa	
8208	YES	18	Black Walnut	Juglans nigra	
8209	YES	9	Green Ash	Fraxinus pennsylvanica	
8210	YES	9	Green Ash	Fraxinus pennsylvanica	
8211	YES	9	Box Elder	Acer negundo	
8212	YES	9	Green Ash	Fraxinus pennsylvanica	
8213	NO	48,36	Willow	Salix sp.	trunk split
8214	YES	27	Willow	Salix sp.	
8215	YES	13,19,18	Willow	Salix sp.	
8216	YES	6,5	Box Elder	Acer negundo	
8217	YES	13	Box Elder	Acer negundo	
8218	NO	10,12	Green Ash	Fraxinus pennsylvanica	affected by Emerald Ash Borer
8219	NO	8	Green Ash	Fraxinus pennsylvanica	affected by Emerald Ash Borer
8220	NO	8	Green Ash	Fraxinus pennsylvanica	affected by Emerald Ash Borer
8221	NO	8	Green Ash	Fraxinus pennsylvanica	affected by Emerald Ash Borer
8222	YES	11,10,11	Box Elder	Acer negundo	
8223	YES	11,11	Green Ash	Fraxinus pennsylvanica	affected by Emerald Ash Borer
8224	YES	8,6,4,3	Green Ash	Fraxinus pennsylvanica	affected by Emerald Ash Borer
8225	NO	8	Green Ash	Fraxinus pennsylvanica	affected by Emerald Ash Borer
8226	YES	13	Red Cedar	Juniperus virginiana	
8227	YES	28	Green Ash	Fraxinus pennsylvanica	
8228	NO	57	Willow	Salix sp.	split limb
8229	NO	9	Green Ash	Fraxinus pennsylvanica	affected by Emerald Ash Borer
8230	YES	6	Red Cedar	Juniperus virginiana	
8231	YES	6	Red Cedar	Juniperus virginiana	
8232	YES	10	Green Ash	Fraxinus pennsylvanica	
8233	NO	26,26	Willow	Salix sp.	two trunks, severe decay
8234	YES	8	American Elm	Ulmus americana	
8235	YES	17,16	Willow	Salix sp.	
8236	NO	20,10	Willow	Salix sp.	multiple trunks, heavy decay
8237	NO	15,17,20	Willow	Salix sp.	multiple trunks, heavy decay
8238	YES	10	Box Elder	Acer negundo	
8239	YES	8	American Elm	Ulmus americana	
8240	YES	11	Black Cherry	Prunus serotina	
8241	YES	10	Red Cedar	Juniperus virginiana	
8242	YES	15	Red Cedar	Juniperus virginiana	
8243	YES	12	Red Cedar	Juniperus virginiana	
8244	YES	10	Red Cedar	Juniperus virginiana	
8245	YES	8	Red Cedar	Juniperus virginiana	
8246	YES	9	Red Cedar	Juniperus virginiana	
8247	YES	9,8	White Oak	Quercus alba	

8248	YES	8	Red Cedar	Juniperus virginiana	
8249	YES	8	Red Cedar	Juniperus virginiana	
8250	YES	10	Red Cedar	Juniperus virginiana	
8251	YES	5	Red Cedar	Juniperus virginiana	
8252	YES	4	Red Cedar	Juniperus virginiana	
8253	YES	6	Red Cedar	Juniperus virginiana	
8254	YES	4	Red Cedar	Juniperus virginiana	
8255	YES	7	Red Cedar	Juniperus virginiana	
8256	YES	6	Red Cedar	Juniperus virginiana	
8257	YES	6	Red Cedar	Juniperus virginiana	
8258	YES	12	Box Elder	Acer negundo	
8259	YES	7	Red Cedar	Juniperus virginiana	
8260	YES	10	Red Cedar	Juniperus virginiana	
8261	YES	7	Red Cedar	Juniperus virginiana	
8262	YES	8	American Elm	Ulmus americana	
8263	YES	8	Green Ash	Fraxinus pennsylvanica	
8264	YES	8	American Elm	Ulmus americana	
8265	YES	5	Red Cedar	Juniperus virginiana	
8266	YES	6	Red Cedar	Juniperus virginiana	
8267	YES	7	Red Cedar	Juniperus virginiana	
8268	YES	55	Willow	Salix sp.	
8269	YES	4	Red Cedar	Juniperus virginiana	
8270	YES	5	Red Cedar	Juniperus virginiana	
8271	YES	13,6	Green Ash	Fraxinus pennsylvanica	
8272	YES	16,13	Willow	Salix sp.	
8273	YES	9	Green Ash	Fraxinus pennsylvanica	
8274	YES	9	American Elm	Ulmus americana	
8275	YES	13	Green Ash	Fraxinus pennsylvanica	
8276	YES	8	Green Ash	Fraxinus pennsylvanica	
8277	YES	13	Black Cherry	Prunus serotina	
8278	YES	10	Box Elder	Acer negundo	
8279	YES	9	Green Ash	Fraxinus pennsylvanica	
8280	YES	8	Green Ash	Fraxinus pennsylvanica	
8281	YES	8	Black Walnut	Juglans nigra	
8282	YES	13	Black Walnut	Juglans nigra	
8283	YES	19	Sugar Maple	Acer saccharum	
8284	YES	11	Sugar Maple	Acer saccharum	
8285	YES	4	Red Cedar	Juniperus virginiana	
8286	NO	20,13,10,10	Silver Maple	Acer saccharinum	significant die back
8287	YES	14	American Elm	Ulmus americana	
8288	NO	7	Red Cedar	Juniperus virginiana	off property
8289	YES	20	Cottonwood	Populus deltoides	
8290	YES	14	Box Elder	Acer negundo	
8291	YES	8	Black Walnut	Juglans nigra	
8292	YES	11	Box Elder	Acer negundo	
8293	NO	22,11	Box Elder	Acer negundo	30% crown dead
8294	YES	9	Black Walnut	Juglans nigra	
8295	YES	10	Black Walnut	Juglans nigra	
8296	YES	8	Box Elder	Acer negundo	
8297	YES	13,10,10	Box Elder	Acer negundo	
8298	YES	6	Black Walnut	Juglans nigra	
8299	YES	9	Black Walnut	Juglans nigra	
8300	YES	8	Black Walnut	Juglans nigra	
8301	YES	9	Black Walnut	Juglans nigra	
8302	YES	8	Black Walnut	Juglans nigra	
8303	YES	10,10,10,8	Box Elder	Acer negundo	
8304	NO	8	White Spruce	Picea glauca	no needles on back half
8305	YES	8	Black Walnut	Juglans nigra	
8306	YES	10,7	Box Elder	Acer negundo	
8307	NO	15	Green Ash	Fraxinus pennsylvanica	affected by Emerald Ash Borer
8308	YES	8	Black Walnut	Juglans nigra	
8309	YES	8	Black Walnut	Juglans nigra	
8310	YES	25	American Elm	Ulmus americana	
8311	YES	13	Box Elder	Acer negundo	
8312	YES	14	Box Elder	Acer negundo	
8313	YES	22	Green Ash	Fraxinus pennsylvanica	
8314	YES	18	Green Ash	Fraxinus pennsylvanica	
8315	YES	15	Green Ash	Fraxinus pennsylvanica	
8316	YES	15	Box Elder	Acer negundo	
8317	YES	9	Box Elder	Acer negundo	
8318	YES	16	Box Elder	Acer negundo	
8319	YES	12	Box Elder	Acer negundo	
8320	YES	9	Box Elder	Acer negundo	
8321	YES	12	Box Elder	Acer negundo	
8322	YES	8	Box Elder	Acer negundo	
8323	YES	9	Box Elder	Acer negundo	
8324	YES	11	Box Elder	Acer negundo	
8325	YES	9	Box Elder	Acer negundo	
8326	YES	10	Box Elder	Acer negundo	
8327	YES	11	Box Elder	Acer negundo	
8328	YES	8	Willow	Salix sp.	
8329	YES	37,32	Willow	Salix sp.	
8330	YES	14	Box Elder	Acer negundo	
8331	YES	9	Box Elder	Acer negundo	
8332	YES	9	Box Elder	Acer negundo	
8333	YES	9	Box Elder	Acer negundo	
8334	YES	8,8	Box Elder	Acer negundo	
8335	YES	8	Box Elder	Acer negundo	
8336	YES	16,9	Box Elder	Acer negundo	
8337	YES	10	Box Elder	Acer negundo	
8338	NO	15,12	Box Elder	Acer negundo	trunk partially split
8339	YES	5	Red Cedar	Juniperus virginiana	
8340	YES	5	Red Cedar	Juniperus virginiana	
8341	YES	8	Red Cedar	Juniperus virginiana	
8342	YES	8	Red Cedar	Juniperus virginiana	
8343	YES	5	Red Cedar	Juniperus virginiana	
8344	YES	9	Red Cedar	Juniperus virginiana	
8345	YES	5	Red Cedar	Juniperus virginiana	
8346	YES	5	Red Cedar	Juniperus virginiana	
8347	YES	4	Red Cedar	Juniperus virginiana	
8348	YES	5	Red Cedar	Juniperus virginiana	
8349	YES	5	Red Cedar	Juniperus virginiana	
8350	YES	5	Red Cedar	Juniperus virginiana	
8351	YES	6	Red Cedar	Juniperus virginiana	
8352	YES	7	Red Cedar	Juniperus virginiana	
8353	YES	7	Red Cedar	Juniperus virginiana	
8354	YES	12	Red Cedar	Juniperus virginiana	
8355	YES	5	Red Cedar	Juniperus virginiana	
8356	YES	7	Red Cedar	Juniperus virginiana	
8357	YES	11	Red Cedar	Juniperus virginiana	
8358	NO	17	Green Ash	Fraxinus pennsylvanica	affected by Emerald Ash Borer
8359	YES	6	Colorado Blue Spruce	Picea pungens	
8360	YES	8	White Spruce	Picea glauca	
8361	YES	4	White Spruce	Picea glauca	
8362	YES	6	White Spruce	Picea glauca	
8363	YES	6	White Spruce	Picea glauca	
8364	YES	12	White Spruce	Picea glauca	
8365	YES	12	White Spruce	Picea glauca	
8366	YES	12	White Spruce	Picea glauca	
8367	YES	5	White Spruce	Picea glauca	
8368	YES	5	White Spruce	Picea glauca	
8369	YES	6	White Spruce	Picea glauca	
8370	YES	5	White Spruce	Picea glauca	
8371	YES	6	White Spruce	Picea glauca	
8372	YES	4	White Spruce	Picea glauca	
8373	YES	4	White Spruce	Picea glauca	
8374	YES	6	White Spruce	Picea glauca	
8375	YES	6	White Spruce	Picea glauca	
8376	YES	5	White Spruce	Picea glauca	
8377	NO	10	White Spruce	Picea glauca	thinning crown
8378	YES	16	Colorado Blue Spruce	Picea pungens	
8379	YES	16	White Spruce	Picea glauca	
8380	YES	18	Colorado Blue Spruce	Picea pungens	
8381	YES	18	White Spruce	Picea glauca	
8382	YES	16	White Spruce	Picea glauca	
8383	YES	15	White Spruce	Picea glauca	
8384	YES	18	Colorado Blue Spruce	Picea pungens	
8385	YES	21	Colorado Blue Spruce	Picea pungens	
8386	YES	25-34,10,8,8,8	Willow	Salix sp.	
8387	YES	12,10,9	Box Elder	Acer negundo	
8388	YES	10	Box Elder	Acer negundo	
8389	YES	30,30,24,24	Willow	Salix sp.	
8390	YES	10	Colorado Blue Spruce	Picea pungens	
8391	YES	18	White Spruce	Picea glauca	
8392	YES	9	White Spruce	Picea glauca	
8393	YES	14	Green Ash	Fraxinus pennsylvanica	
8394	YES	24	Green Ash	Fraxinus pennsylvanica	
8395	YES	16	Green Ash	Fraxinus pennsylvanica	
8396	YES	16	Green Ash	Fraxinus pennsylvanica	
8397	YES	17	Green Ash	Fraxinus pennsylvanica	
8398	NO	16	Green Ash	Fraxinus pennsylvanica	affected by Emerald Ash Borer
8399	YES	21	White Ash	Fraxinus americana	
8400	YES	16	Green Ash	Fraxinus pennsylvanica	

Plot Date & Time:

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Tag No.	SIGNIFICANT	EXEMPT	TOTAL DBH(1)	SIGNIFICANT NONEXEMPT	SAVED DBH	REMOVED DBH	Common Name	Notes
8101	YES		46	46		46	Crabapple	
8102	YES	NO	23				Crabapple	half dead
8103	YES	NO	43	43		43	Silver Maple	
8104	YES	NO	9	9		9	White Spruce	
8105	YES	NO	15	15		15	Colorado Blue Spruce	
8106	YES	NO	30	30		30	Colorado Blue Spruce	
8107	YES	NO	14	14		14	Paper Birch	
8108	YES	NO	22	22		22	Basswood	
8109	YES	NO	19	19		19	Crabapple	
8110	YES	NO	23	23		23	Green Ash	
8111	YES	NO	20	20		20	Colorado Blue Spruce	
8112	YES		38	38		38	Silver Maple	
8113	YES		8	8		8	Red Cedar	
8114	NO		15				White Spruce	drown thinning
8115	NO		16				Green Ash	affected by Emerald Ash Borer
8116	NO		22				Green Ash	affected by Emerald Ash Borer, large broken branch
8117	YES	NO	16	16		16	White Spruce	
8118	YES	NO	17	17		17	White Spruce	
8119	YES	NO	20	20		20	White Spruce	
8120	YES	NO	18	18		18	Silver Maple	
8121	YES	NO	17	17		17	White Spruce	
8122	YES	NO	47	47		47	White Pine	
8123	NO		28				Willow	dead branches
8124	NO		15				White Spruce	drown thinning
8125	YES	NO	12	12		12	White Spruce	
8126	YES	NO	12	12		12	White Spruce	
8127	YES	NO	12	12		12	White Spruce	
8128	YES	NO	22	22		22	Crabapple	
8129	YES	NO	14	14		14	White Spruce	
8130	NO		16				Green Ash	affected by Emerald Ash Borer
8131	YES	NO	50	50		50	Crabapple	
8132	YES	NO	13	13		13	White Spruce	
8133	YES	NO	16	16		16	Colorado Blue Spruce	
8134	YES	NO	17	17		17	Colorado Blue Spruce	
8135	YES	NO	13	13		13	White Spruce	
8136	YES	NO	12	12		12	White Spruce	
8137	YES	NO	15	15		15	White Spruce	
8138	YES	NO	14	14		14	White Spruce	
8139	YES	NO	12	12		12	White Spruce	
8140	YES	NO	12	12		12	White Spruce	
8141	YES	NO	13	13		13	White Spruce	
8142	YES	NO	18	18		18	Colorado Blue Spruce	
8143	YES	NO	18	18		18	Colorado Blue Spruce	
8144	YES	NO	23	23		23	Red Pine	
8145	YES	NO	36	36		36	Paper Birch	
8146	YES	NO	13	13		13	White Spruce	
8147	YES	NO	11	11		11	White Spruce	
8148	YES	NO	11	11		11	White Spruce	
8149	YES	NO	14	14		14	White Spruce	
8150	YES	NO	10	10		10	White Spruce	
8151	YES	NO	11	11		11	White Spruce	
8152	YES	NO	7	7		7	White Spruce	
8153	YES	NO	8	8		8	White Spruce	
8154	YES	NO	8	8		8	White Spruce	
8155	YES	NO	10	10		10	White Spruce	
8156	YES	NO	9	9		9	White Spruce	
8157	YES	NO	12	12		12	White Spruce	
8158	YES	NO	12	12		12	White Spruce	
8159	YES	NO	12	12		12	White Spruce	
8160	YES	NO	9	9		9	White Spruce	
8161	YES	NO	9	9		9	White Spruce	
8162	YES	NO	7	7		7	White Spruce	
8163	YES	NO	7	7		7	White Spruce	
8164	YES	NO	8	8		8	White Spruce	
8165	YES	NO	9	9		9	White Spruce	
8166	YES	NO	9	9		9	White Spruce	
8167	YES	NO	10	10		10	White Spruce	
8168	YES	NO	9	9		9	White Spruce	
8169	YES	NO	12	12		12	White Spruce	
8170	YES	NO	11	11		11	White Spruce	
8171	YES	NO	13	13		13	White Spruce	
8172	YES	NO	14	14		14	Green Ash	
8173	NO		8				Green Ash	affected by Emerald Ash Borer
8174	YES	NO	10	10		10	American Elm	
8175	YES	NO	8	8		8	Black Walnut	
8176	YES	NO	27	27		27	American Elm	
8177	YES	NO	8	8		8	Black Walnut	
8178	YES	NO	11	11		11	American Elm	
8179	YES	NO	9	9		9	Black Walnut	
8180	YES	NO	13	13		13	White Spruce	
8181	YES	NO	15	15		15	Box Elder	
8182	YES	NO	12	12		12	Box Elder	
8183	YES	NO	19	19		19	Colorado Blue Spruce	
8184	YES	NO	13	13		13	Cottonwood	
8185	YES	NO	8	8		8	Red Cedar	
8186	YES	NO	9	9		9	Red Cedar	
8187	YES	NO	12	12		12	Green Ash	
8188	YES	NO	12	12		12	White Spruce	
8189	YES	NO	12	12		12	White Spruce	
8190	YES	NO	13	13		13	Norway Spruce	
8191	YES	NO	14	14		14	Norway Spruce	
8192	YES	NO	15	15		15	Norway Spruce	
8193	YES	NO	19	19		19	Colorado Blue Spruce	
8194	YES	NO	5	5		5	Scotch Pine	
8195	YES	NO	30	30		30	Northern Pin Oak	
8196	YES	NO	46	46		46	Paper Birch	
8197	YES	NO	34	34		34	Honey Locust	
8198	YES	NO	29	29		29	Green Ash	
8199	YES	NO	14	14		14	White Spruce	
8200	YES	NO	4	4		4	Scotch Pine	
8201	YES	NO	16	16		16	White Spruce	
8202	YES	NO	33	33		33	Green Ash	
8203	YES	NO	27	27		27	Crabapple	
8204	YES	NO	19	19		19	Crabapple	
8205	YES	NO	32	32		32	Crabapple	
8206	YES	NO	21	21		21	Crabapple	
8207	YES	NO	32	32		32	Red Pine	
8208	YES	NO	18	18		18	Black Walnut	
8209	YES	NO	9	9		9	Green Ash	
8210	YES	NO	9	9		9	Green Ash	
8211	YES	NO	9	9		9	Box Elder	
8212	YES	NO	9	9		9	Green Ash	
8213	NO		84				Willow	trunk split
8214	YES	NO	27	27		27	Willow	
8215	YES	NO	50	50		50	Willow	
8216	YES	NO	13	13		13	Box Elder	
8217	YES	NO	13	13		13	Box Elder	
8218	NO		22				Green Ash	affected by Emerald Ash Borer
8219	NO		8				Green Ash	affected by Emerald Ash Borer
8220	NO		8				Green Ash	affected by Emerald Ash Borer
8221	NO		8				Green Ash	affected by Emerald Ash Borer
8222	YES	NO	32	32		32	Box Elder	affected by Emerald Ash Borer
8223	NO		22				Green Ash	affected by Emerald Ash Borer
8224	YES	NO	21	21		21	Green Ash	
8225	NO		8				Green Ash	affected by Emerald Ash Borer
8226	YES	NO	13	13		13	Red Cedar	
8227	YES	NO	28	28		28	Green Ash	
8228	NO		57				Willow	split limb
8229	NO		9				Green Ash	affected by Emerald Ash Borer
8230	YES	NO	6	6		6	Red Cedar	
8231	YES	NO	6	6		6	Red Cedar	
8232	YES	NO	10	10		10	Green Ash	
8233	NO		52				Willow	two trunks, severe decay
8234	NO		8				American Elm	
8235	YES	NO	33	33		33	Willow	
8236	NO		30				Willow	mul tipple trunks, heavy decay
8237	NO		52				Willow	mul tipple trunks, heavy decay
8238	YES	NO	10	10		10	Box Elder	
8239	YES	NO	8	8		8	American Elm	
8240	YES	NO	11	11		11	Black Cherry	
8241	YES	NO	10	10		10	Red Cedar	
8242	YES	NO	15	15		15	Red Cedar	
8243	YES	NO	12	12		12	Red Cedar	
8244	YES	NO	10	10		10	Red Cedar	
8245	YES	NO	8	8		8	Red Cedar	
8246	YES	NO	9	9		9	Red Cedar	
8247	YES	NO	18	18		18	White Oak	
8248	YES	NO	8	8		8	Red Cedar	

8249	YES		NO	8	8	8	Red Cedar	
8250	YES		NO	10	10	10	Red Cedar	
8251	YES		NO	5	5	5	Red Cedar	
8252	YES		NO	4	4	4	Red Cedar	
8253	YES		NO	6	6	6	Red Cedar	
8254	YES		NO	4	4	4	Red Cedar	
8255	YES		NO	7	7	7	Red Cedar	
8256	YES		NO	6	6	6	Red Cedar	
8257	YES		NO	6	6	6	Red Cedar	
8258	YES		NO	12	12	12	Box Elder	
8259	YES		NO	7	7	7	Red Cedar	
8260	YES		NO	10	10	10	Red Cedar	
8261	YES		NO	7	7	7	Red Cedar	
8262	YES		NO	8	8	8	American Elm	
8263	YES		NO	8	8	8	Green Ash	
8264	YES		NO	8	8	8	American Elm	
8265	YES		NO	5	5	5	Red Cedar	
8266	YES		NO	6	6	6	Red Cedar	
8267	YES		NO	7	7	7	Red Cedar	
8268	YES		NO	55	55	55	Willow	
8269	YES		NO	4	4	4	Red Cedar	
8270	YES		NO	5	5	5	Red Cedar	
8271	YES		NO	19	19	19	Green Ash	
8272	YES		NO	29	29	29	Willow	
8273	YES		NO	9	9	9	Green Ash	
8274	YES		NO	9	9	9	American Elm	
8275	YES		NO	13	13	13	Green Ash	
8276	YES		NO	8	8	8	Green Ash	
8277	YES		NO	13	13	13	Black Cherry	
8278	YES		NO	10	10	10	Box Elder	
8279	YES		NO	9	9	9	Green Ash	
8280	YES		NO	8	8	8	Green Ash	
8281	YES		NO	8	8	8	Black Walnut	
8282	YES		NO	13	13	13	Black Walnut	
8283	YES		NO	19	19	19	Sugar Maple	
8284	YES		NO	11	11	11	Sugar Maple	
8285	YES		NO	4	4	4	Red Cedar	
8286	NO		NO	53			Silver Maple	significant dieback
8287	YES		NO	14	14	14	American Elm	
8288	NO		NO	7			Red Cedar	off property
8289	YES		NO	20	20	20	Cottonwood	
8290	YES		NO	14	14	14	Box Elder	
8291	YES		NO	8	8	8	Black Walnut	
8292	YES	YES		11			Box Elder	
8293	NO		NO	33			Box Elder	30% crown dead
8294	YES		NO	9	9	9	Black Walnut	
8295	YES	YES	NO	10			Black Walnut	
8296	YES	YES	YES	8			Box Elder	
8297	YES	YES	YES	33			Box Elder	
8298	YES	YES	YES	8			Black Walnut	
8299	YES	YES	YES	9			Black Walnut	
8300	YES	YES	YES	8			Black Walnut	
8301	YES	YES	YES	9			Black Walnut	
8302	YES	YES	YES	8			Black Walnut	
8303	YES	YES	YES	38			Box Elder	
8304	YES	NO	YES	8			White Spruce	
8305	YES	YES	YES	8			Black Walnut	no needles on back half
8306	YES	YES	YES	17			Box Elder	
8307	NO	YES	YES	15			Green Ash	affected by Emerald Ash Borer
8308	YES		NO	8	8	8	Black Walnut	
8309	YES		NO	8	8	8	Black Walnut	
8310	YES		NO	25	25	25	American Elm	
8311	YES		NO	13	13	13	Box Elder	
8312	YES		NO	14	14	14	Box Elder	
8313	YES	YES		22			Green Ash	
8314	YES		NO	18	18	18	Green Ash	
8315	YES		NO	15	15	15	Green Ash	
8316	YES		NO	15	15	15	Box Elder	
8317	YES		NO	9	9	9	Box Elder	
8318	YES		NO	16	16	16	Box Elder	
8319	YES		NO	12	12	12	Box Elder	
8320	YES		NO	9	9	9	Box Elder	
8321	YES		NO	12	12	12	Box Elder	
8322	YES		NO	8	8	8	Box Elder	
8323	YES		NO	9	9	9	Box Elder	
8324	YES		NO	11	11	11	Box Elder	
8325	YES		NO	9	9	9	Box Elder	
8326	YES		NO	10	10	10	Box Elder	
8327	YES		NO	11	11	11	Box Elder	
8328	YES		NO	8	8	8	Willow	
8329	YES		NO	69	69	69	Willow	
8330	YES		NO	14	14	14	Box Elder	
8331	YES		NO	9	9	9	Box Elder	
8332	YES		NO	9	9	9	Box Elder	
8333	YES		NO	9	9	9	Box Elder	
8334	YES		NO	8,8	8,8	8,8	Box Elder	
8335	YES		NO	8	8	8	Box Elder	
8336	YES		NO	25	25	25	Box Elder	
8337	YES		NO	10	10	10	Box Elder	
8338	NO		NO	27			Box Elder	trunk partially split
8339	YES		NO	5	5	5	Red Cedar	
8340	YES		NO	5	5	5	Red Cedar	
8341	YES		NO	8	8	8	Red Cedar	
8342	YES		NO	8	8	8	Red Cedar	
8343	YES		NO	5	5	5	Red Cedar	
8344	YES		NO	9	9	9	Red Cedar	
8345	YES		NO	5	5	5	Red Cedar	
8346	YES		NO	5	5	5	Red Cedar	
8347	YES		NO	4	4	4	Red Cedar	
8348	YES		NO	5	5	5	Red Cedar	
8349	YES		NO	5	5	5	Red Cedar	
8350	YES		NO	5	5	5	Red Cedar	
8351	YES		NO	6	6	6	Red Cedar	
8352	YES		NO	7	7	7	Red Cedar	
8353	YES		NO	7	7	7	Red Cedar	
8354	YES		NO	12	12	12	Red Cedar	
8355	YES		NO	5	5	5	Red Cedar	
8356	YES		NO	7	7	7	Red Cedar	
8357	YES		NO	11	11	11	Red Cedar	
8358	NO		NO	17			Green Ash	affected by Emerald Ash Borer
8359	YES		NO	6	6	6	Colorado Blue Spruce	
8360	YES		NO	8	8	8	White Spruce	
8361	YES		NO	4	4	4	White Spruce	
8362	YES		NO	6	6	6	White Spruce	
8363	YES		NO	6	6	6	White Spruce	
8364	YES		NO	12	12	12	White Spruce	
8365	YES		NO	12	12	12	White Spruce	
8366	YES		NO	12	12	12	White Spruce	
8367	YES		NO	5	5	5	White Spruce	
8368	YES		NO	5	5	5	White Spruce	
8369	YES		NO	6	6	6	White Spruce	
8370	YES		NO	5	5	5	White Spruce	
8371	YES		NO	6	6	6	White Spruce	
8372	YES		NO	4	4	4	White Spruce	
8373	YES		NO	4	4	4	White Spruce	
8374	YES		NO	6	6	6	White Spruce	
8375	YES		NO	6	6	6	White Spruce	
8376	YES		NO	5	5	5	White Spruce	
8377	NO		NO	10			White Spruce	thinning crown
8378	YES		NO	16	16	16	Colorado Blue Spruce	
8379	YES		NO	16	16	16	White Spruce	
8380	YES		NO	22	22	22	Sugar Maple	
8381	YES		NO	22	22	22	Honey Locust	
8382	YES		NO	16	16	16	White Spruce	
8383	YES		NO	15	15	15	White Spruce	
8384	YES		NO	18	18	18	Colorado Blue Spruce	
8385	YES		NO	21	21	21	Colorado Blue Spruce	
8386	YES		NO	93	93	93	Willow	
8387	YES		NO	31	31	31	Box Elder	
8388	YES		NO	18	18	18	Box Elder	
8389	YES		NO	108	108	108	Willow	
8390	YES		NO	10	10	10	Colorado Blue Spruce	
8391	YES		NO	18	18	18	White Spruce	
8392	YES		NO	9	9	9	White Spruce	
8393	YES		NO	14	14	14	Green Ash	
8394	YES		NO	24	24	24	Green Ash	
8395	YES		NO	16	16	16	Green Ash	
8396	YES		NO	16	16	16	Green Ash	
8397	YES		NO	17	17	17	Green Ash	
8398	NO		NO	16			Green Ash	affected by Emerald Ash Borer
8399	YES		NO	21	21	21	White Ash	
8400	YES		NO	16	16	16	Green Ash	
8401	YES		NO	18	18	18	River Birch	

(1) IF MULTI STEM, ADDED DIAMETER OF ALL STEMS

37407233007

Pictures from our Legacy Oaks Neighborhoods



Pictures from our Legacy Oaks Neighborhoods



Pictures from our Legacy Oaks Neighborhoods



Pictures from our Pike Lake Landing Neighborhood



**Pictures from Various Model homes
in our Legacy Oaks and Trout Run Preserve
Neighborhoods**



Front of home



Great Room



Dining



Kitchen



Stairs down and Foyer



Study

**Pictures from Various Model homes
in our Legacy Oaks and Trout Run Preserve
Neighborhoods**



Owners Suite Bedroom



Owners Suite Bath



Owners Suite Bath



Laundry – Mud/Craft Room



Lower Level Family Room



Lower Level Bar & Game area

**Pictures from Various Model homes
in our Legacy Oaks and Trout Run Preserve Neighborhoods**



Front of home



Great Room



Dining



Kitchen



Office Nook



Owners Suite Bedroom

**Pictures from Various Model homes
in our Legacy Oaks and Trout Run Preserve Neighborhoods**



Front of home



Owners Suite Bath



Owners Suite Bath



Laundry – Mud Room



Lower Level Family Room



Lower Level Bar & Game area

Pictures from Various Model homes in our Legacy Oaks and Trout Run Preserve Neighborhoods



Front of home



Owners Suite Bath



Owners Suite Bath



Laundry – Mud Room



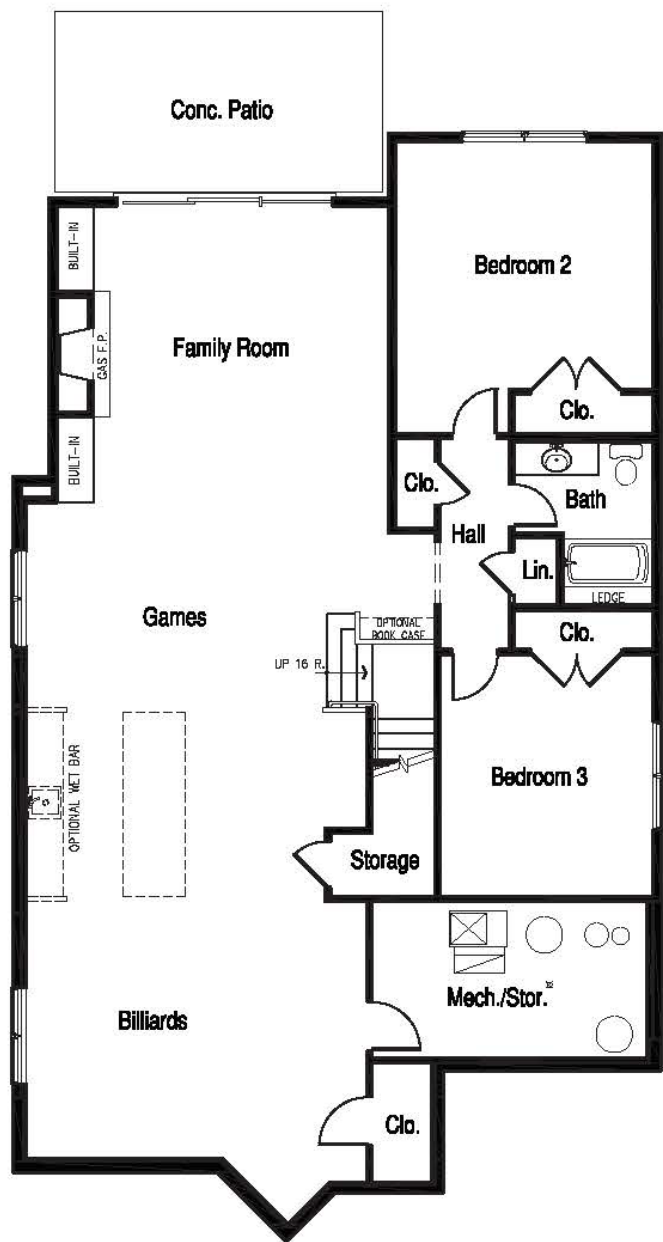
Lower Level Family Room



Lower Level Bar & Game area

Example Villa Floor Plans

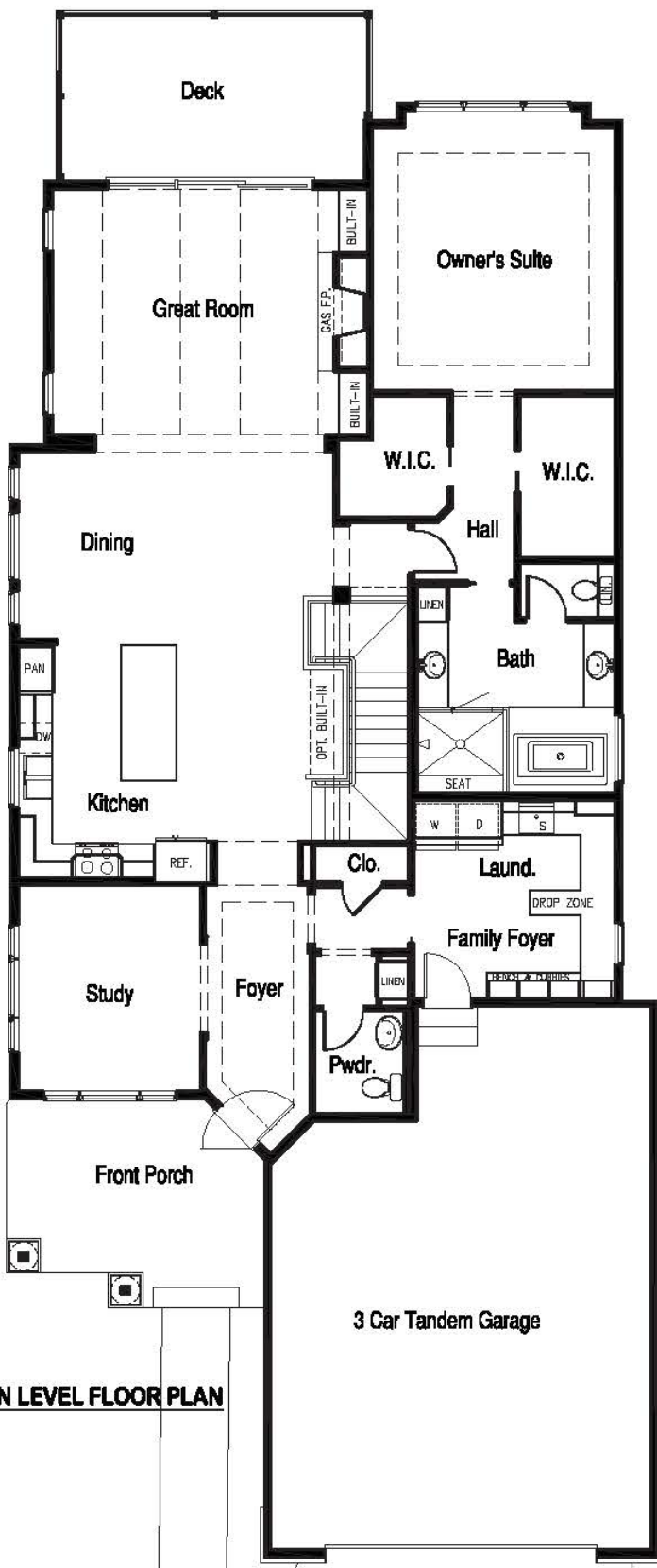
VILLA HOME



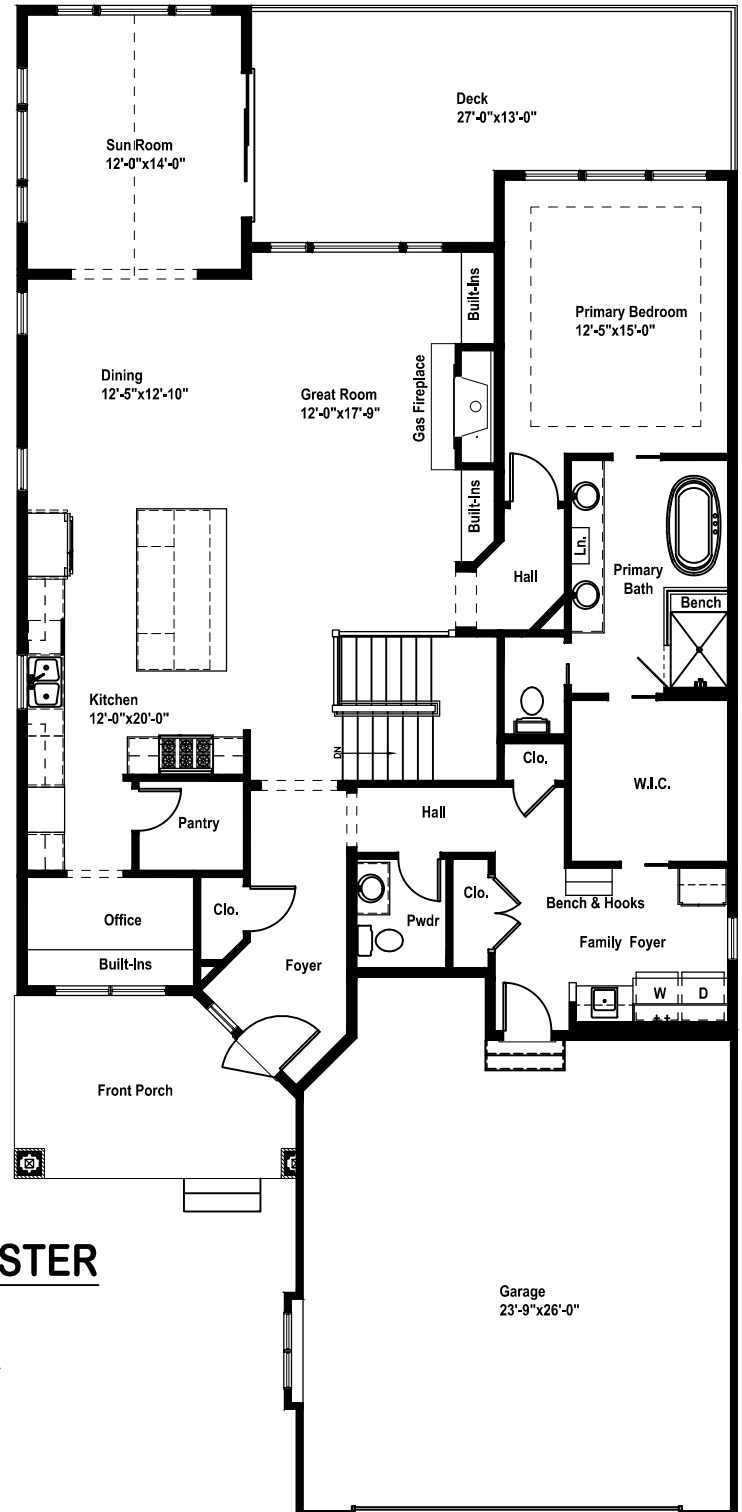
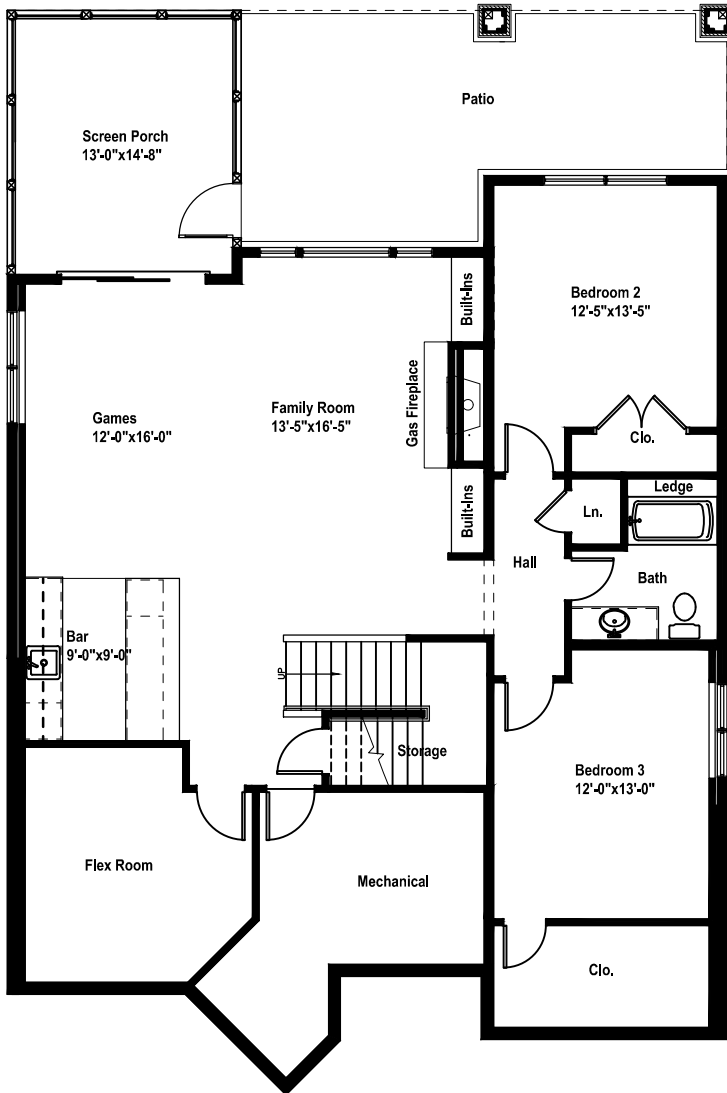
LOWER LEVEL FLOOR PLAN

ALEXANDER

Main Level	1940 sq ft
Lower Level	1735 sq ft
TOTAL	3675 sq ft



MAIN LEVEL FLOOR PLAN



GV-MANCHESTER

MAIN LEVEL

1956 S.F.

LOWER LEVEL

1590 S.F.

TOTAL

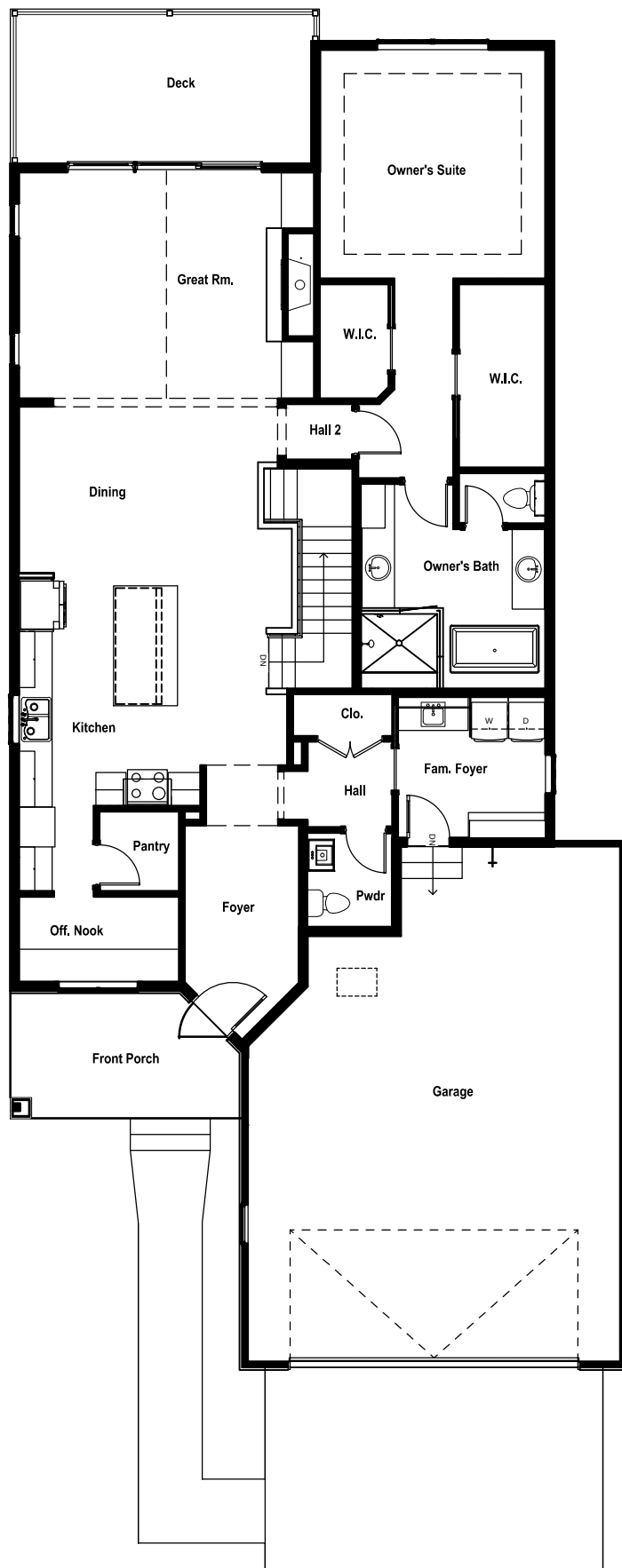
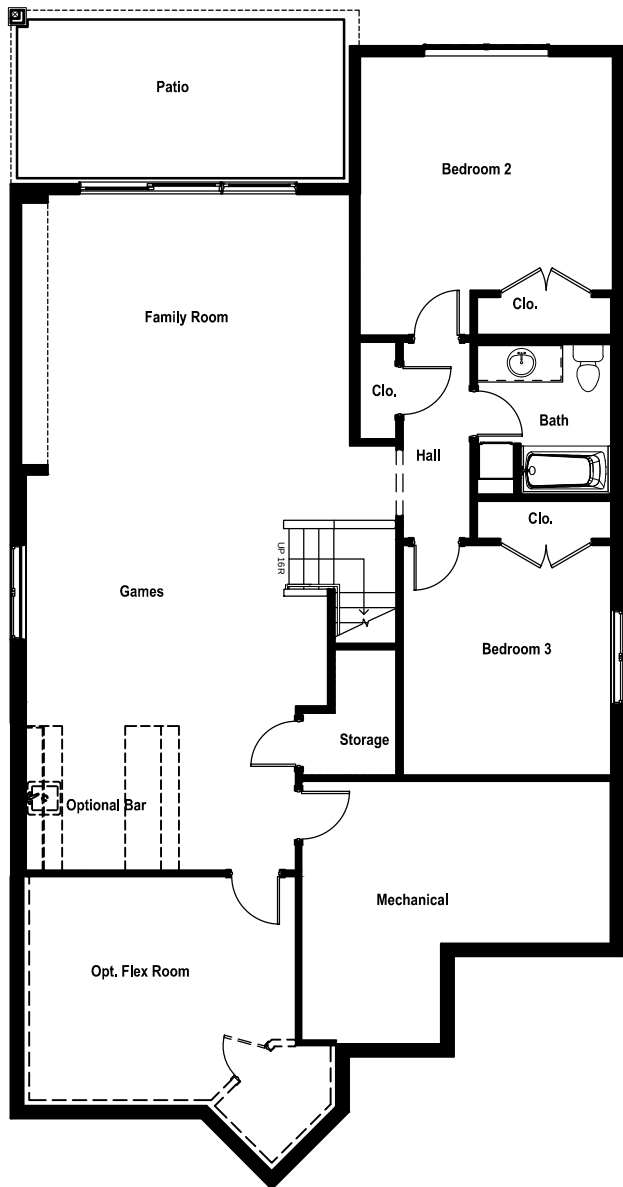
3546 S.F.

UNFIN. MECH

176 S.F.

08/31/2023

1230 GREENWAY PASS



BROADMOOR

MAIN LEVEL

1872 S.F.

LOWER LEVEL

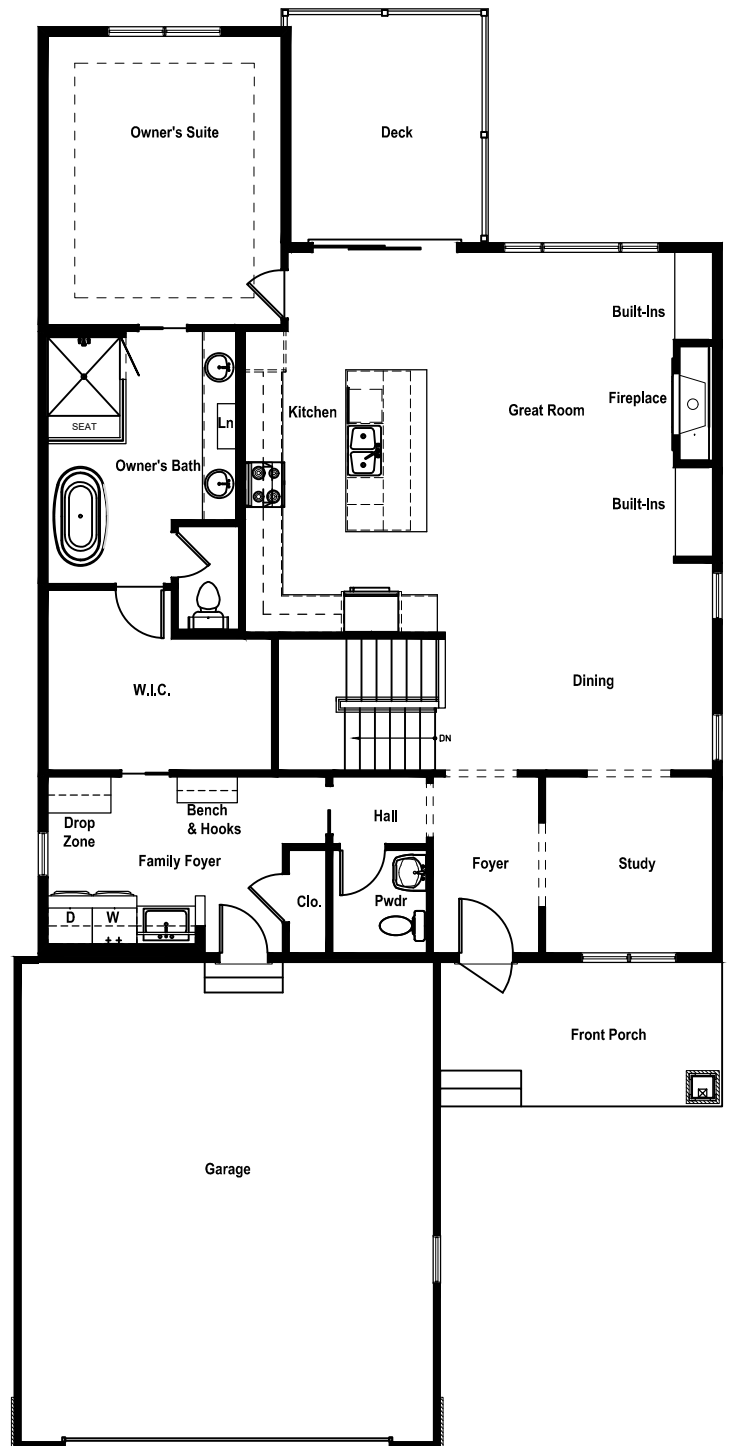
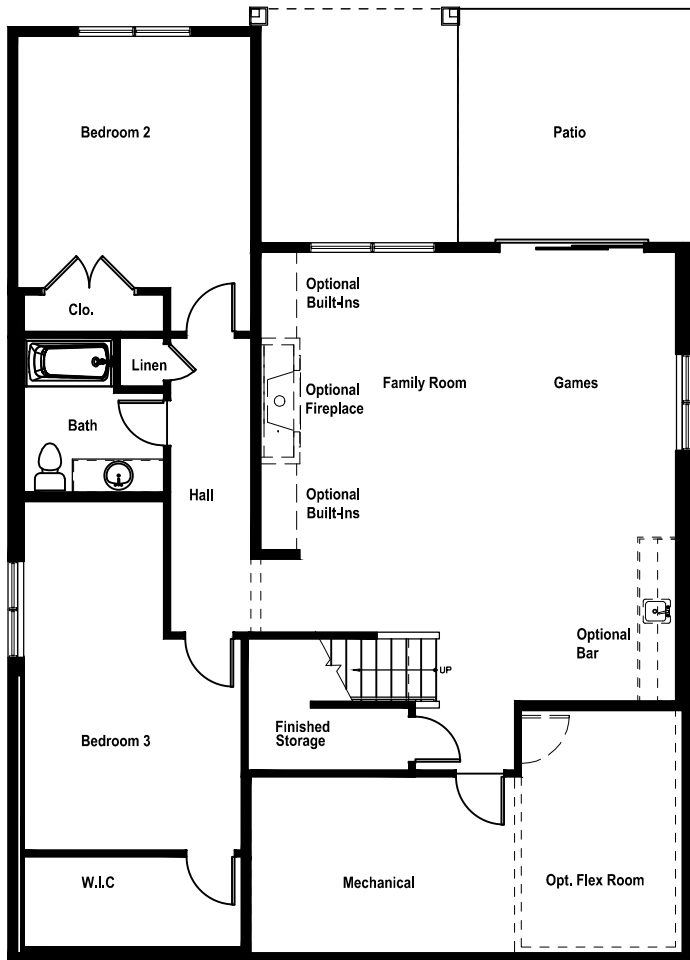
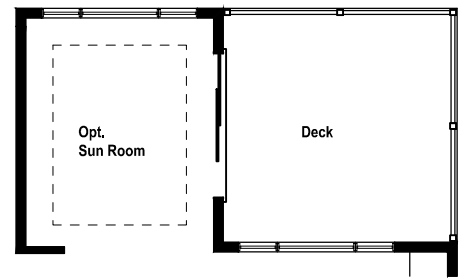
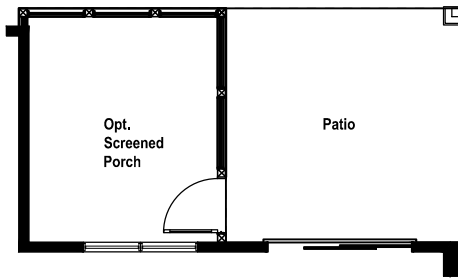
1287 S.F.

TOTAL

3159 S.F.

OPT. FLEX ROOM

244 S.F.



IRONWOOD

MAIN LEVEL

1688 S.F.

LOWER LEVEL

1400 S.F.

TOTAL

3088 S.F.

OPT. SUN ROOM

143 S.F.

OPT. FLEX ROOM

137 S.F.

UNFIN. MECH

151 S.F.

3,368 with Porch and Flex

07/12/2022

Sunset Bluff – 6105 Vicksburg Lane N
Townhome Neighborhood Home examples
January 31, 2025



Raised Rambler Townhome example from Legacy Oaks in Minnetonka

WHITTEN
ASSOCIATES, INC.

RonClark
Construction & Design

**Pictures
from our
Legacy
Oaks
Neighbor
hoods**



Pictures from our Legacy Oaks Neighborhoods



Pictures from our Legacy Oaks Neighborhoods



Pictures from our Legacy Oaks Neighborhoods



Pictures from our Legacy Oaks Neighborhoods



Pictures from our Legacy Oaks Neighborhoods



Pictures from our Legacy Oaks Neighborhoods



Pictures from our Legacy Oaks Neighborhoods

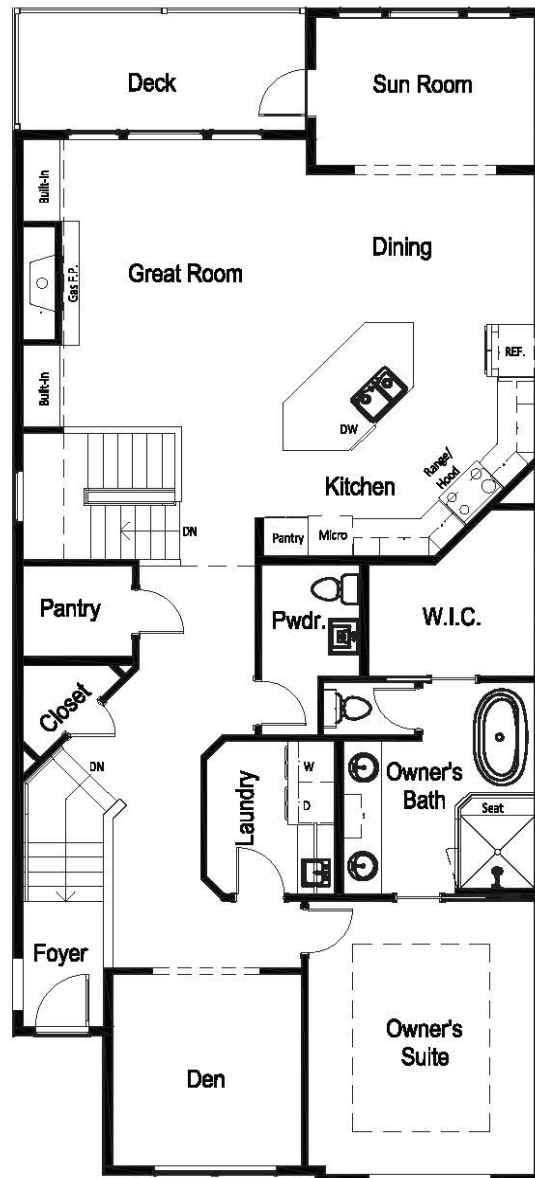


Pictures from our Legacy Oaks Neighborhoods

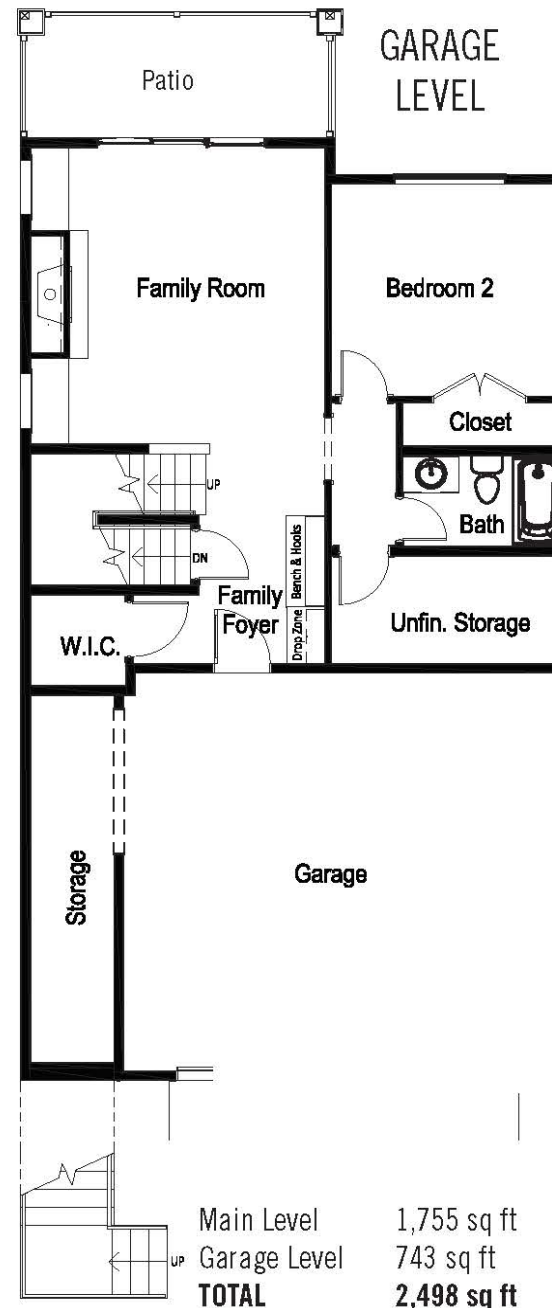


Example Townhome Floor Plans

TOWNHOME



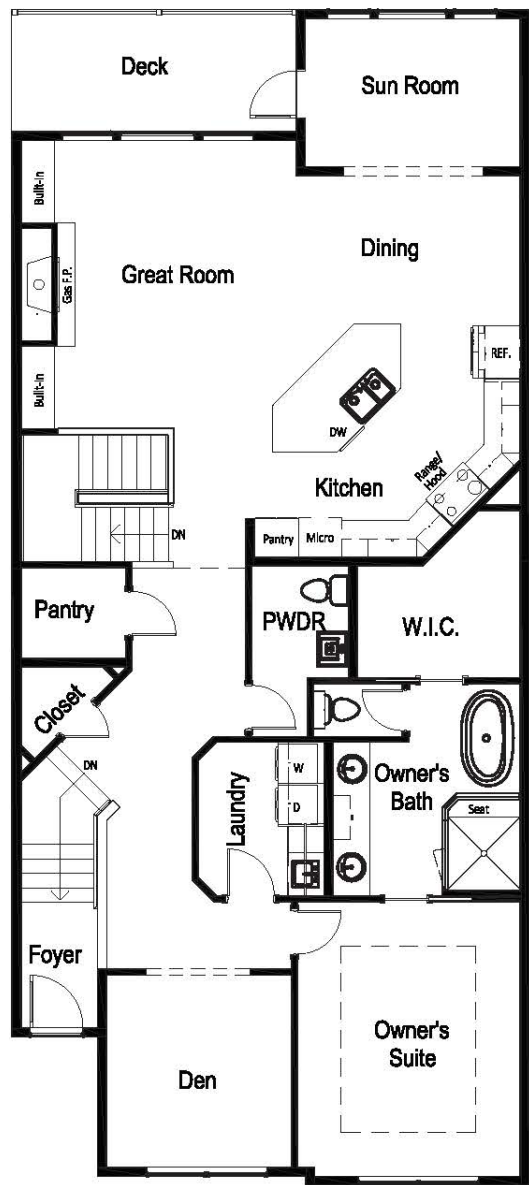
MAIN LEVEL - END UNIT



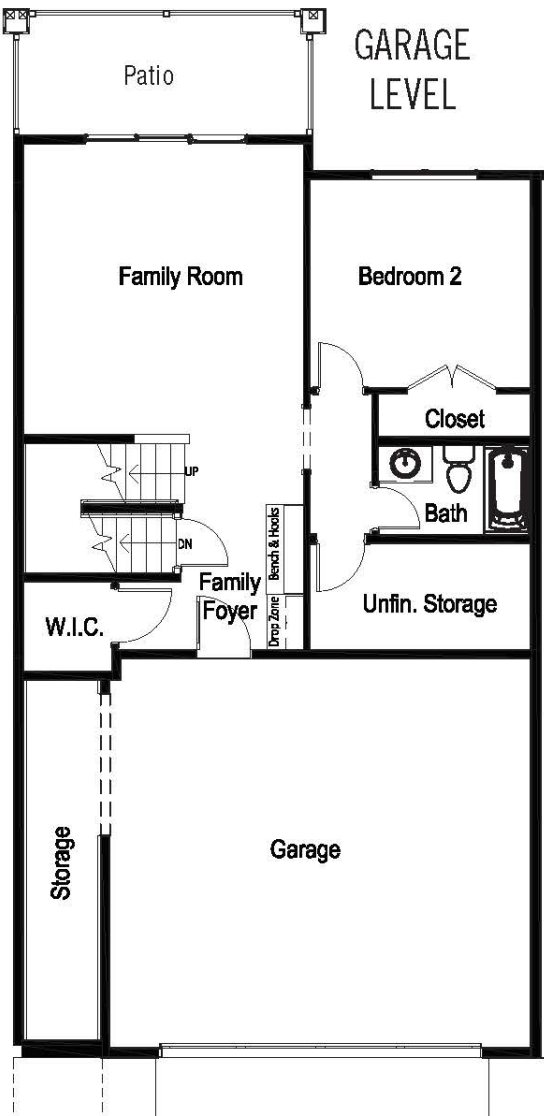
Main Level 1,755 sq ft
Garage Level 743 sq ft
TOTAL 2,498 sq ft

Example Townhome Floor Plans

TOWNHOME



MAIN LEVEL - MIDDLE UNIT



UP	Main Level	1,755 sq ft
DN	Garage Level	743 sq ft
	TOTAL	2,498 sq ft



2 STORY TOWNHOME 30' WIDE

1.28.25

From: Michele Chung <mishichung@gmail.com>
Sent: Tuesday, March 4, 2025 7:03 PM
To: Lori Sommers
Subject: Comments/concerns regarding rezoning at 5995 Vicksburg Lane

You don't often get email from mishichung@gmail.com. [Learn why this is important](#)

Hi Lori,

I received a notice of a rezoning request at 5995 Vicksburg Lane and wanted to submit my comments in writing. I live at 5930 Xene Lane N, and I have concerns about this rezoning. The first one is centered around traffic. The rezoning would result in a lot more traffic going down Vicksburg Lane. Since Vicksburg has been effectively changed to one lane, it is very tough to turn out of the community onto Vicksburg, particularly during the morning rush hour traffic. I also drive a carpool and turning out of Spring Meadows is even worse. Drivers are turning onto Vicksburg when there is little space between cars or cars from both sides of Vicksburg are accelerating aggressively, trying to turn into the same gap in traffic to get on Vicksburg. Having 38 more families will only exacerbate this.

The second concern is around class sizes. This development will likely bring in more families with children, and class sizes are already very large for Meadow Ridge.

I don't see any information in the documents mailed to me about the zoning application that addresses either of these issues. I recognize we want to bring different types of people into Plymouth, but I don't think it should be at the expense of making Plymouth less safe or desirable to live in. I hope the planning commission and city council take these concerns into consideration.

Thank you.

Sincerely,
Michele Chung

From: Lori Sommers
Sent: Friday, February 21, 2025 2:23 PM
To: sklarson7@comcast.net
Subject: RE: Questions about Sunset Bluff Subdivision

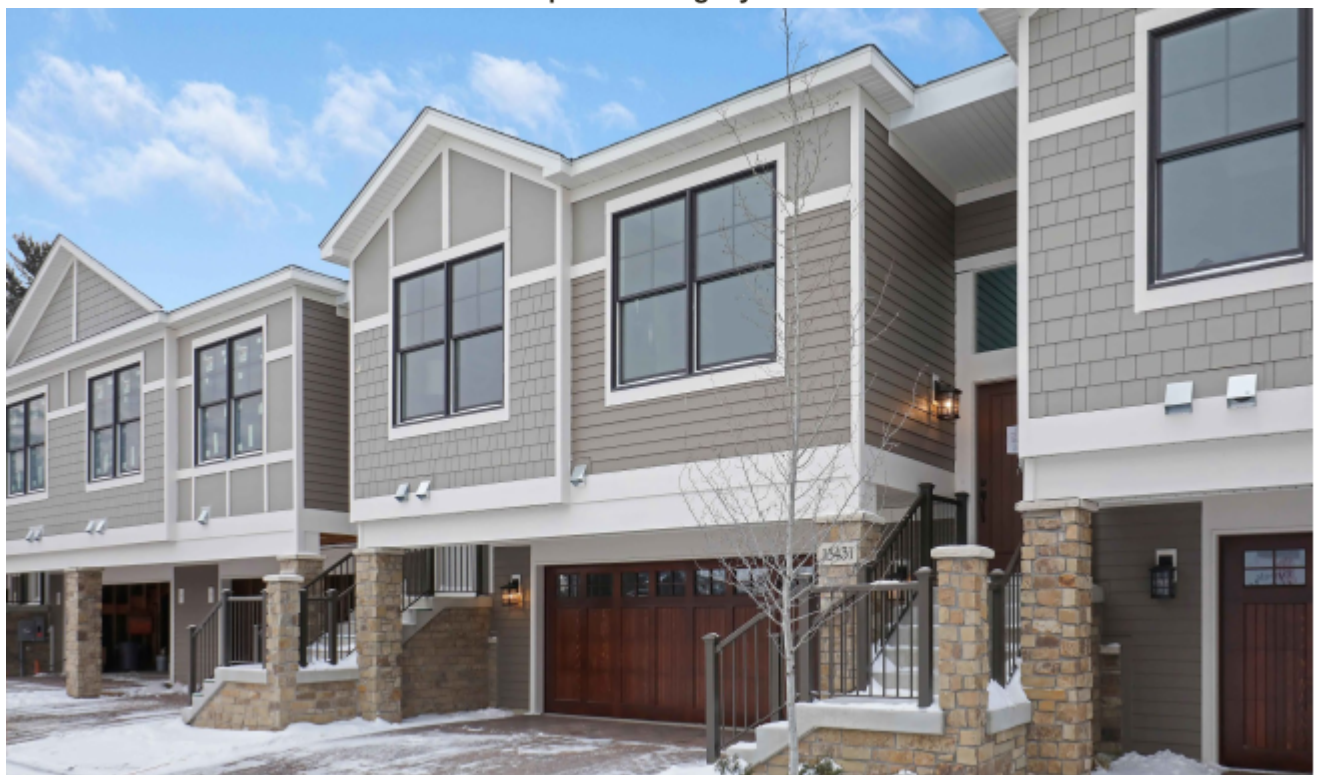
Good afternoon.

The townhomes are proposed to be a raised rambler style and would be two-story. Townhomes would have garage level and then main living level above.

The final design of the architecture of the homes have not been completed but the applicant has provided visual examples of their proposal (see below).



Raised Rambler Townhome example from Legacy Oaks in Minnetonka



Lori Sommers, AICP, LEED AP | Senior Planner

City of Plymouth

3400 Plymouth Boulevard
Plymouth, MN 55447
Phone: 763.509.5457

From: sklarson7@comcast.net <sklarson7@comcast.net>

Sent: Friday, February 21, 2025 7:46 AM

To: Lori Sommers <lsommers@plymouthmn.gov>

Subject: Re: Questions about Sunset Bluff Subdivision

Hi Lori,

Thanks for your reply to my questions.

I still am wondering about the elevation of the tops of the townhouses. How many living levels are above the walkout level? What will the elevation of the rooftops be?

Thank you for your follow-up. I have shared your responses with a few others in my immediate neighborhood. We look forward to when there will be a meeting for residents.

Suzanne

Suzanne Larson

From: Lori Sommers <lsommers@plymouthmn.gov>

Sent: Thursday, February 20, 2025 1:17 PM

To: sklarson7@comcast.net <sklarson7@comcast.net>

Subject: RE: Questions about Sunset Bluff Subdivision

Hi Suzanne.

Below are the answers to your questions in blue. I've also put some pictures below showing the villas exterior that the developer has completed in Wayzata/Minnetonka.

If you have any additional questions, please let me know.

1. How many feet are proposed to be between the back of a typical villa home and the pond shoreline?

[The villas are about 160 -180 feet from the OHWL/Pond Shoreline.](#)

2. What is the current distance from the shoreline to the home at 6045 Vicksburg?

[6045 Vicksburg Lane home is about 250 feet from the OHWL/Pond Shoreline.](#)

3. What is the current elevation of 6045 Vicksburg?

[6045 Vicksburg Lane home is approximately 991 at the walkout level.](#)

4. What are the proposed elevations of the villa homes?
The villa homes run from about 973 to 983 at the walkout, so about 8-16 feet lower. The Villas are single story homes plus walkout level, the Townhomes are the same with a garage level and then the main living level above.
5. What is the proposed elevation for the multi-unit buildings and at the top of the 5-unit building and the 4-unit one to the south of it?
The 5 units building (Lots 12-16) is about 983 at the garage door/walkout level and the 4-unit building (Lots 8-11) is about 985 at the garage door/walkout level.
6. Will there be docks or other pond access included in the planned development?
No
7. Is 60th Avenue N. going to be extended through this development or is there just a private road/driveway planned?
The development will be served by a public street. Full access will be across from 60th Avenue into the development and a right-in, right-out will be located closer to Chankahda Trail.

Pictures from our Legacy Oaks Neighborhoods



Pictures from our Legacy Oaks Neighborhoods



Thanks.

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

From: sklarson7@comcast.net <sklarson7@comcast.net>
Sent: Tuesday, February 18, 2025 2:35 PM
To: Lori Sommers <sommers@plymouthmn.gov>
Subject: Re: Questions about Sunset Bluff Subdivision

Thanks so much. There's no rush. We view the entire hillside of those three lots and the pond from the main floor living areas of our home. We're trying to get an idea of what such a dense development what do to change our view.

We appreciate your efforts to answer our questions when your time permits.

You stay warm too! It looks like a wonderful warmup ahead!
Suzanne

Suzanne Larson

From: Lori Sommers <lsommers@plymouthmn.gov>
Sent: Tuesday, February 18, 2025 11:55 AM
To: sklarson7@comcast.net <sklarson7@comcast.net>
Subject: RE: Questions about Sunset Bluff Subdivision

Good afternoon.
Thank you for reaching out with your questions on this project.
I wanted to let you know I've received your questions noted below and will provide you with the requested information in the next day or two.
If you think of any others in the meantime, please feel free to send them over.

Thanks & stay warm.

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

From: sklarson7@comcast.net <sklarson7@comcast.net>
Sent: Tuesday, February 18, 2025 10:24 AM
To: Lori Sommers <lsommers@plymouthmn.gov>
Subject: Fw: Questions about Sunset Bluff Subdivision

From: sklarson7@comcast.net <sklarson7@comcast.net>
Sent: Tuesday, February 18, 2025 8:22 AM
To: lsommers@plymouthmn.gov <lsommers@plymouthmn.gov>
Subject: Questions about Sunset Bluff Subdivision

Thank you for the recent notification of the request for rezoning and plat plans for this proposed development. We reside at 16230 59th Avenue N. and have a few initial questions. Hopefully you can answer them for us.

How many feet are proposed to be between the back of a typical villa home and the pond shoreline? What is the current distance from the shoreline to the home at 6045 Vicksburg?

What is the current elevation of 6045 Vicksburg? What are the proposed elevations of the villa homes?

What is the proposed elevation for the multi-unit buildings and at the top of the 5-unit building and the 4-unit one to the south of it?

Will there be docks or other pond access included in the planned development?

Is 60th Avenue N. going to be extended through this development or is there just a private road/driveway planned?

Thank you in advance for any answers you can provide at this point. We look forward to hearing from you.

Suzanne & Larry Larson

Suzanne Larson

CITY OF PLYMOUTH
HENNEPIN COUNTY, MINNESOTA

ORDINANCE No. 2025-04

**ORDINANCE AMENDING CHAPTER 21 (ZONING ORDINANCE) OF THE CITY CODE TO
RECLASSIFY CERTAIN LAND LOCATED AT 5995, 6045, AND 6105 VICKSBURG LANE
(2025005)**

THE CITY OF PLYMOUTH ORDAINS:

Section 1. Amendment of City Code. Chapter 21 of the City Code of the City of Plymouth, Minnesota, adopted December 18, 1996 as amended, is hereby amended by changing the classification on the City of Plymouth Zoning Map from FRD (Future Restricted Development) to RMF-1 (multiple family 1) with respect to three parcels including Hennepin County Property Identification Numbers 05-05-118-22-11-0003, 118-22-11-0004, and 05-118-22-11-0005, (5995, 6045, and 6105 Vicksburg Lane).

Section 2. Legal Descriptions. The parcels collectively are legally described as follows:

Parcel 1: That part of the East 709 feet of the Northeast ¼ of Section 5, Township 118 North, Range 22 West of the 5th Principal Meridian, Hennepin County, Minnesota, lying North of the South 1,852.18 feet thereof and South of the Center line of County Road No. 47. Parcel 2: The North 322.18 feet of the south 1852.18 feet of the East 709 feet of the Northeast ¼ of Section 5, Township 118 North, Range 22 West of the 5th Principal Meridian, Hennepin County, Minnesota. Parcel 3: The North 300 feet of the South 1,530 feet of the East 759 feet of the Northeast ¼ of section 5, Township 118 North, Range 22 West of the 5th Principal Meridian, Hennepin County, Minnesota.

Section 3. Effective Date. This amendment shall take effect immediately upon its passage.

ADOPTED by the City Council this 8th day of April, 2025.

Jeffry Wosje, Mayor

ATTEST:

Jodi Gallup, City Clerk

CITY OF PLYMOUTH

RESOLUTION No. 2025-107

RESOLUTION APPROVING FINDINGS OF FACT FOR A REZONING OF THE PROPERTIES AT 5995, 6045, AND 6105 VICKSBURG LANE (2025005)

WHEREAS, Ron Clark Construction has requested reclassification of the zoning from FRD (Future Restricted Development) to RMF-1 (multiple family 1) for the three parcels presently addressed as 5995, 6045, and 6105 Vicksburg Lane, legally described as follows:

Parcel 1: That part of the East 709 feet of the Northeast $\frac{1}{4}$ of Section 5, Township 118 North, Range 22 West of the 5th Principal Meridian, Hennepin County, Minnesota, lying North of the South 1,852.18 feet thereof and South of the Center line of County Road No. 47. Parcel 2: The North 322.18 feet of the south 1852.18 feet of the East 709 feet of the Northeast $\frac{1}{4}$ of Section 5, Township 118 North, Range 22 West of the 5th Principal Meridian, Hennepin County, Minnesota. Parcel 3: The North 300 feet of the South 1,530 feet of the East 759 feet of the Northeast $\frac{1}{4}$ of section 5, Township 118 North, Range 22 West of the 5th Principal Meridian, Hennepin County, Minnesota.

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

WHEREAS, the City Council has adopted an ordinance rezoning the affected parcel from FRD (Future Restricted Development) to RMF-1 (multiple family 1).

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA, that it should and hereby does approve the request for reclassification of the zoning from FRD (Future Restricted Development) to RMF-1 (multiple family 1) for the three parcels, based on the following findings:

1. The proposed density is consistent with the LA-2 guiding of the site.
2. The requested RMF-1 (multiple family 1) zoning classification is listed as an appropriate corresponding zoning district for LA-2 guided areas.
3. The proposal would result in a development that is compatible with the surroundings.
4. Adequate infrastructure would be available to support RMF-1 (multiple family 1) zoning and the proposed development for the site.

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

_____, _____.

Jodi M. Gallup, City Clerk

CITY OF PLYMOUTH

RESOLUTION No. 2025-108

RESOLUTION APPROVING REZONING, CONDITIONAL USE PERMIT, VARIANCES, AND PRELIMINARY PLAT FOR RON CLARK CONSTRUCTION, FOR “SUNSET BLUFF SUBDIVISION” LOCATED AT 5995, 6045, AND 6105 VICKSBURG LANE (2025005)

WHEREAS, Ron Clark Construction has requested the approval of a rezoning, conditional use permit, variances, and preliminary plat for “Sunset Bluff Subdivision” on three parcels addressed as 5995, 6045, and 6105 Vicksburg Lane, legally described as follows:

Parcel 1: That part of the East 709 feet of the Northeast $\frac{1}{4}$ of Section 5, Township 118 North, Range 22 West of the 5th Principal Meridian, Hennepin County, Minnesota, lying North of the South 1,852.18 feet thereof and South of the Center line of County Road No. 47. Parcel 2: The North 322.18 feet of the south 1852.18 feet of the East 709 feet of the Northeast $\frac{1}{4}$ of Section 5, Township 118 North, Range 22 West of the 5th Principal Meridian, Hennepin County, Minnesota. Parcel 3: The North 300 feet of the South 1,530 feet of the East 759 feet of the Northeast $\frac{1}{4}$ of section 5, Township 118 North, Range 22 West of the 5th Principal Meridian, Hennepin County, Minnesota.

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

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA, that it should and hereby does approve the request by Ron Clark Construction, for rezoning, conditional use permit, variances, and preliminary plat for “Sunset Bluff Subdivision” on three parcels addressed as 5995, 6045, and 6105 Vicksburg Lane, subject to the following findings and conditions:

1. A rezoning from FRD (Future Restricted Development) to RMF-1 (multiple family 1) is approved to accommodate the development of the project.
2. A conditional use permit is approved to allow for single-family homes in a multiple family district with the finding that the proposal complies with all applicable conditional use permit standards, as outlined in the staff report.
3. Variances for a townhome front yard setback to be 20 feet, where 25 feet is specified is hereby approved with the findings that the variance requests meet all applicable variance standards, as outlined in the staff report.
4. A site plan and preliminary plat is approved to allow 19 villa styled single-family lots and 19 townhome lots and one common lot, in accordance with the plans received by the City on

February 2, 2025, with additional information on February 7, 2025, February 20, 2025, February 21, 2025, and February 24, 2025, except as may be amended by this resolution.

5. **Prior to commencement of grading, or other site preparation work.**
 - a. Install and request inspection of all required pre-disturbance erosion control best management practices including, but not limited to, perimeter controls, rock construction entrances, and inlet protection.
 - b. Provide documentation that all Wetland Conservation Act approvals and environmental-related permits have been received including, but not limited to, those from Elm Creek Watershed, Minnesota Department of Natural Resources (MN DNR), Minnesota Pollution Control Agency, and Army Corps of Engineers.
6. **In conjunction with or prior to submission of the final plat application,** the Developer shall:
 - a. Update the plans and specifications to be in conformance with the rules set forth in the City of Plymouth Engineering Guidelines & Standard Detail Specifications for Sanitary Sewer, Watermain, Storm Sewer and Street Construction, dated January 2024, and:
 1. Staff approval of implementation of Engineering Guidelines and Specifications.
 2. Incorporate city's stormwater plan into the project plans.
 3. Provide Geotech recommendation for street thickness.
 4. Provide a Vicksburg Lane stripping plan.
 5. Obtain all applicable agency permits or approvals that are required including, but not limited to, those from MnDOT, watershed districts, Metropolitan Council Environmental Services, Minnesota Pollution Control Agency, Minnesota Department of Health, as well as the NPDES permit.
 - b. Demonstrate compliance with City and watershed requirements pertaining to drainage, treatment of runoff, and runoff rates. Note that approval of the storm water management plan for this development remains pending until approval by the watersheds, WCA, MN DNR, and Army Corps of Engineers is obtained.
 - c. Submit a copy of the submit homeowner's association (HOA) documents for city review. The HOA documents shall address: a) responsibilities for maintenance, repair, and eventual replacement of any wetland buffers and their related monuments, any subdivision signage, retaining walls, and other similar or common features; b) prohibition of residential/private yard fences in drainage and utility easement that have pipes located within them; c) snow removal and long-term maintenance (repair/replacement) of public sidewalks; d) prohibition of clearing native vegetation and trees, and of altering landforms, within wetland buffers; and e) prohibition of docks on the property.
 - d. Work with staff on landscaping, to add additional trees where possible.
7. **Prior to recording the final plat,** the applicant shall:
 - a. Execute the development contract and provide the related financial guarantees and fees.
 - b. Execute the Storm Water Maintenance Agreements.
 - c. Execute any Rain Garden Maintenance Agreements, as applicable.
 - d. Receive City approval of final construction plans.

- e. Compliance with all fire codes, including those for hydrant location and fire lane signage.
 - f. Pay the required park dedication fee.
 - g. Pay tree restitution fee.
 - h. Provide all required easements and agreements.
8. Building permits are required prior to commencement of the project.
9. The applicant is required to repair any trails or sidewalks that connect to Plymouth Parks and Trails system if damaged during construction of the development.
10. **Prior to issuance of the building permit**, the applicant shall fulfill the requirements, submit the required information, and revise the plans as indicated below, consistent with the applicable city code, zoning ordinance, and engineering guidelines:
- a. Final plat must be approved by the City Council and recorded at Hennepin County prior to issuance of a building permit.
 - b. Execute a development contract (DC) and submit a financial guarantee.
 - c. Obtain any required permits from other agencies including, but not limited to the Elm Creek watershed district, Metropolitan Council Environmental Services, Minnesota Pollution Control Agency, Minnesota Department of Health, as well as the NPDES permit.
 - d. Obtain City approval of final construction plans.
 - e. Obtain City approval of final fire department plans.
 - f. Obtain City approval of final landscaping plans.
 - g. Townhomes with 3 or more dwelling units require a fire sprinkler system.
 - h. Prior to issuance of building permits for lots abutting wetlands, any required permanent wetland buffer monument signs shall be installed pursuant to ordinance requirements.
11. Standard Conditions:
- a. No trees may be planted in the public right-of-way.
 - b. Any signage shall comply with section 21155 of the zoning ordinance and shall receive sign permits if required.
 - c. The applicant shall remove any diseased or hazardous trees.
 - d. Retaining walls over 48 inches requires a separate building permit and minimum 42-inch-high fence on top of the wall.
 - e. Retaining walls within easements shall require an encroachment agreement.
 - f. A separate building permit and structural engineer design is required for retaining walls over 4' in height.
 - g. Compliance with the city's lighting regulations.
 - h. Compliance with city's landscaping regulations.
 - i. Any subsequent phases or expansions are subject to required reviews and approvals per ordinance provisions.
 - j. Required permanent wetland buffer signs shall be installed.
 - k. A separate demolition permit is required to be obtained before any demolition work begins. Sewer and water disconnect permits are also required.

- l. Septic Systems would need a separate permit from Hennepin County for removal.
- m. Any unused wells would need to be properly sealed per Minnesota Department of Health. Septic systems require a separate permit from Hennepin County to remove.
- n. Construction parking for this development shall occur on the site, or pursuant to a construction parking plan approved by the City.
- o. Hours of operation for site preparation work including building demolition, utility installation, foundation piling installation, and grading shall be limited as follows: Monday through Friday 7 a.m. to dusk; Saturdays 8 a.m. to 6 p.m.; Sundays and Holidays no work allowed. Hours of operation for site development work including building construction shall be limited as follows: Monday through Friday 7 a.m. to 10 p.m.; Saturdays, Sundays, and Holidays 8 a.m. to 9 p.m.
- p. This approval shall expire one year after the date of approval, unless the property owner or applicant has recorded the final plat, or unless the applicant, with the consent of the property owner, has received prior approval from the City to extend the expiration date for up to one additional year, as regulated under Section 510 of City Code.

APPROVED by the City Council on this 8th day of April, 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 April 8, 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 _____, _____.

Jodi M. Gallup, City Clerk

CITY OF PLYMOUTH

RESOLUTION No. 2025-109

RESOLUTION APPROVING SUMMARY PUBLICATION OF ORDINANCE No. 2025-04

ORDINANCE AMENDING CHAPTER 21 (ZONING ORDINANCE) OF THE CITY CODE TO RECLASSIFY CERTAIN LAND FOR PROPERTIES LOCATED AT 5995, 6045, AND 6105 VICKSBURG LANE (2025005)

Ordinance No. 2025-04 amends Chapter 21 of the City Code to reclassify certain land located at 5995, 6045, and 6105 Vicksburg Lane (2025005).

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

APPROVED for summary publication by the City Council this 8th of April, 2025.

To: Dave Callister, City Manager

Prepared by: Steven Schmidt, Housing Manager

Reviewed by: Grant Fernelius, CED Director

Item: **Approve Bring it Home Program RFP application**

1. Action Requested:

Approve Bring it Home rental assistance program RFP application

2. Background:

Bring it Home Minnesota Rental Assistance Program is a new program that creates rental assistance for low-income families across Minnesota. The program is funded by state appropriations and a regional sales tax in the metro area that began on October 1, 2023.

Bring It Home provides tenant-based rental assistance for cost-burdened households earning 50% area median income (AMI) or less, with funds prioritized for households earning under 30% AMI that include children 18 years of age and younger.

Bring it Home provides grants to eligible Program Administrators to administer the program as direct tenant and/or project based rental assistance. A Program Administrator must be either a current Housing Choice Voucher (HCV) administrator (such as an HRA), a Tribal Entity or a nongovernmental organization as determined by Minnesota Housing. The city of Plymouth is a Housing Choice Voucher (HCV) administrator and qualifies for this program. The program is a great opportunity for Plymouth to provide additional support to cost-burdened households in the community.

The addition of Bring it Home is beyond the city's current staff capacity mainly due to the administration of approximately 350 Housing Choice Vouchers (HCV). Staff explored the option of entering into a Memorandum of Agreement (MOA) with a neighboring agency to administer the program. Discussions were held with a neighboring agency as well as a county-run rental assistance program to determine the

possibility of a partnership. Both agencies expressed reluctance to take on the additional workload given their own staffing and resource issues. An additional employee would be needed to administer the new program in-house. Staff will be requesting a Housing Specialist position in the 2026 budget to help administer the Bring it Home program and re-balance the workload.

The Request for Proposal (RFP) for Bring it Home is currently underway and will close on April 21, 2025. MN Housing has allocated the Plymouth HRA a range of 36-49 vouchers. The program is funded on a two-year grant cycle with grant awards scheduled to be announced in late summer or early fall of 2025 and program implementation scheduled to begin January 1, 2026. MN Housing is also providing first-year start-up costs to help offset the cost burden of program development and has agreed to provide up to 50% of approved start-up costs and up to three months of approved Housing Assistance Payments (HAP) in advance.

At the March 27, 2025 meeting, the HRA board recommended the submittal of an application to Minnesota Housing for the program, subject to the consent of the City Council. The program would be administered by the HRA.

3. Budget Impact:

Local funds needed to offset administration costs would be financed through the HRA and not the city's General Fund. Staff are analyzing the existing HRA levy, in conjunction with the 2026/27 budget process, to determine if some portion can be diverted away from capital reserves to help administer the new program (i.e., not covered by Bring it Home administration fees). In the short term (two year grant period), HRA fund balance could be used. Staff is also trying to confirm the expectations of the state in terms of program implementation. If the state's goal is to have the program ready to issue vouchers by January 1, 2026, then the additional personnel would be needed sometime in Q3-2025. A significant amount of implementation work would be required this fall. The new position was not included in the 2025 HRA budget; if started in 2025, the position could be funded through state start-up funding and HRA fund balance if approved by Council. The notice of grant award is anticipated in August of this year and staff would hold off on hiring until that time at the earliest. Additional updates will be provided as more is known.

4. Attachments:

1. Bring It Home Methodology and Grant Amounts
2. Bring It Home Program Guide
3. Bring It Home - FAQ February 2025
4. Program timeline
5. City Council Resolution 2025-110

Bring It Home Program

August 16, 2024

The following is a brief explanation of our methodology and initial estimate of the minimum grant amounts per Program Administrator for Bring it Home rental assistance followed by a table of those grant amounts. These are estimates for discussion purposes only and will change when more current data is incorporated and/or the Agency refines its allocation methodology.

Methodology

Program staff recommend that Tribal Nations that do not currently participate in the federal Housing Choice Voucher (HCV) program be allocated funds through a set-aside. We prepared an analysis of need among renters likely to be served by Tribal Program Administrators to arrive at a set-aside of approximately \$3.1 million.

For non-Tribal Program Administrators, we are required to use the most recent data from the Census Bureau's American Community Survey (ACS) which is updated annually, we determined the number of eligible households (those who would be eligible for the Bring It Home Rental Assistance Program) by Program Administrator service area.

The number of eligible households was then multiplied by the average Housing Assistance Payment (HAP) provided by HUD (which was a point in time for the most recent year) to determine the amount of money needed to assist all eligible households, which totaled approximately \$163 million per month.

The need amount for each Program Administrator was then divided by the total amount of need to come up with a "share of need" for each Program Administrator's service area.

The share of need percentage was then multiplied by the total projected amount available (metro sales tax and appropriated funds) for the Bring It Home Rental Assistance program to determine each Program Administrator's grant amount. The metro sales tax funds will only go to the Program Administrators in the metro area, and the appropriated funds will largely go to Greater Minnesota with a small share potentially going to metro area.

Grant Amounts

The grant amounts reflected in the table below are the estimated minimum grant amounts per Program Administrator. As the program is a competitive grant program, Program Administrators would apply for funds and would be eligible to receive at least the minimum grant amount. The grant

amounts are reflected in the table as 12-month amounts, though the actual contracts may be for periods longer than 12 months.

From the minimum grant award, Program Administrators would cover their own costs to administer the program. The remaining grant funds would be used to pay rent assistance to property owners/managers to cover the difference between 30% of the household's income and the unit rent. Per the statute, Bring it Home rent assistance can be used to cover rents up to 120% of the maximum rents allowed by HUD, also known as the payment standard.

The estimated number of vouchers reflects an estimated number of households that would be served at any given time with ongoing rent assistance payments. The actual number of vouchers will depend on rent amounts and household incomes, which may vary widely for each location and household and will change over time.

Table 1: Estimated Grant Amounts by Program Administrator with Range of Vouchers and Administrative Costs

Program Administrator	Minimum Grant Amount - Annual	Estimated Range of Vouchers Per Administrator	Estimated Range of Administrative Costs Per Administrator - Annual
Tribal Nations	\$ 3,140,250	337 - 404	\$462,072 - \$534,012
Aitkin County	\$ 185,597	20 - 27	\$31,740 - \$40,896
Albert Lea	\$ 132,617	14 - 19	\$23,640 - \$30,432
Austin	\$ 133,741	17 - 23	\$27,816 - \$35,664
Becker County	\$ 38,708	5 - 7	\$9,000 - \$12,360
Bemidji	\$ 377,622	38 - 51	\$55,284 - \$72,288
Big Stone County	\$ 16,424	2 - 3	\$3,600 - \$5,400
Bloomington	\$ 1,244,747	81 - 109	\$111,528 - \$148,152
Blue Earth County	\$ 63,021	5 - 7	\$9,000 - \$12,360
Brainerd	\$ 356,622	36 - 49	\$52,668 - \$69,672
Cass County	\$ 154,766	18 - 25	\$29,124 - \$38,280
Chippewa County	\$ 93,450	11 - 15	\$18,960 - \$25,200
Clay County	\$ 821,378	64 - 87	\$89,292 - \$119,376
Cloquet/Carlton	\$ 163,668	16 - 21	\$26,508 - \$33,048
Crookston Housing	\$ 95,484	10 - 13	\$17,400 - \$22,080
Dakota County	\$ 3,762,375	260 - 352	\$345,660 - \$465,996
Detroit Lakes	\$ 95,505	11 - 15	\$18,960 - \$25,200
Douglas County	\$ 223,785	26 - 35	\$39,588 - \$51,360
Duluth	\$ 1,508,825	112 - 151	\$152,076 - \$203,088
Faribault County	\$ 44,703	5 - 7	\$9,000 - \$12,360
Fergus Falls	\$ 179,374	19 - 25	\$30,432 - \$38,280
Grant County	\$ 16,573	2 - 3	\$3,600 - \$5,400
Itasca County	\$ 259,633	25 - 34	\$38,280 - \$50,052
Kandiyohi County	\$ 254,304	24 - 32	\$36,972 - \$47,436
Koochiching County	\$ 41,421	5 - 7	\$9,000 - \$12,360

Program Administrator	Minimum Grant Amount - Annual	Estimated Range of Vouchers Per Administrator	Estimated Range of Administrative Costs Per Administrator - Annual
Le Sueur County	\$ 113,985	12 - 17	\$20,520 - \$27,816
Mankato	\$ 728,393	60 - 81	\$84,060 - \$111,528
McLeod County	\$ 179,887	18 - 24	\$29,124 - \$36,972
Meeker County	\$ 60,380	8 - 10	\$14,040 - \$17,400
Metropolitan Council	\$ 15,096,324	813 - 1098	\$1,068,984 - \$1,441,764
Minneapolis	\$ 10,472,573	648 - 874	\$853,164 - \$1,148,772
Mora	\$ 594,461	51 - 69	\$72,288 - \$95,832
Morrison County	\$ 102,569	11 - 15	\$18,960 - \$25,200
Mower County	\$ 26,239	3 - 4	\$5,400 - \$7,200
New Ulm	\$ 89,739	11 - 15	\$18,960 - \$25,200
Northwest MN Multi-County	\$ 370,570	37 - 50	\$53,976 - \$70,980
Olmsted County	\$ 1,586,524	105 - 141	\$142,920 - \$190,008
Otter Tail County	\$ 96,327	11 - 15	\$18,960 - \$25,200
Owatonna	\$ 284,825	26 - 36	\$39,588 - \$52,668
Pipestone	\$ 87,633	9 - 13	\$15,720 - \$22,080
Plymouth	\$ 535,414	36 - 49	\$52,668 - \$69,672
Red Wing	\$ 206,578	17 - 23	\$27,816 - \$35,664
Renville County	\$ 46,699	6 - 8	\$10,680 - \$14,040
Rice County	\$ 397,992	34 - 46	\$50,052 - \$65,748
Richfield	\$ 474,580	34 - 45	\$50,052 - \$64,440
Scott County	\$ 991,066	67 - 90	\$93,216 - \$123,300
South Center Multi-County	\$ 515,127	48 - 65	\$68,364 - \$90,600
Southeast MN Multi-County	\$ 872,269	77 - 104	\$106,296 - \$141,612
St. Cloud	\$ 2,014,786	165 - 223	\$221,400 - \$297,264
St. Louis Park	\$ 673,428	42 - 57	\$60,516 - \$80,136
St. Paul	\$ 7,273,267	446 - 602	\$588,948 - \$792,996
Stearns County	\$ 648,543	55 - 75	\$77,520 - \$103,680
Stevens County	\$ 60,476	8 - 10	\$14,040 - \$17,400
Swift County	\$ 52,290	7 - 9	\$12,360 - \$15,720
Todd County	\$ 72,231	8 - 11	\$14,040 - \$18,960
Virginia	\$ 686,532	64 - 86	\$89,292 - \$118,068
Wadena	\$ 71,863	8 - 11	\$14,040 - \$18,960
Washington County	\$ 1,722,312	106 - 143	\$144,228 - \$192,624
Worthington	\$ 428,735	46 - 62	\$65,748 - \$86,676
Yellow Medicine County	\$ 18,722	2 - 3	\$3,600 - \$5,400



Bring It Home Rental Assistance

Program Guide



The Minnesota Housing Finance Agency does not discriminate on the basis of race, color, creed, national origin, sex, religion, marital status, status with regard to public assistance, disability, familial status, gender identity, or sexual orientation in the provision of services.

An equal opportunity employer.

This information will be made available in alternative format upon request.

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Chapter 1 – Introduction

1.01 Values Statement

All Minnesotans live and thrive in a stable, safe and accessible home they can afford in a community of their choice. To achieve the concept of One Minnesota where everyone thrives, we will reorient how we work and expand who has a voice at the table and who participates in and benefits from the housing economy.

We will:

- Center the people and places most impacted by housing instability at the heart of our decision making
- Listen and share the power we have,
- Honor, respect and strengthen communities, and
- Be inclusive, equitable, just and antiracist in our actions.

1.02 Program Purpose and Authorizing Statute

Minnesota Housing has the authority under [Minnesota Statute 462A.2095](#) to establish and administer a statewide rental assistance program that provides tenant-based and project-based rental assistance through Program Administrators.

Minnesota Housing will retain a portion of the available funding, including but not limited to appropriations to cover administrative costs in accordance with [Minnesota Statute 462A.05, subdivision 8.](#)

1.03 Program Overview

The Bring it Home Rental Assistance Program, also referred to as “Bring It Home,” is a new program to create rental assistance for low-income families across Minnesota. Funded by state appropriations and the new metro sales tax for housing, the program will provide grants to Program Administrators who will administer the program as direct assistance for renter households.

The program provides funding for tenant-based and project-based rental assistance for cost-burdened households earning up to 50% area median income (AMI) or less. Cost burdened households means a household that is paying more than 30% of the household’s annual income on rent. Priority for rental assistance shall be given to households with children 18 years of age and under and annual incomes of up to 30% of the area median income.

A Program Administrator may provide tenant-based or project-based rental assistance in amounts equal to the difference between 30% of household income and the rent charged, plus an allowance for utilities if not included in rent. A Program Administrator may not provide assistance that is more than the difference between 30% of the tenant's gross income and 120% of the payment standard, plus

utilities, as established by the local Public Housing Authority, unless otherwise authorized by Minnesota Housing. Like the federal Housing Choice Vouchers, households may continue to receive housing assistance as long as the household remains income-eligible and is compliant with Participant obligations.

1.04 Program Guide

This Program Guide will be incorporated into and is considered part of the Grant Contract Agreement executed between the Program Administrator and Minnesota Housing.

1.05 Definition of Terms

Appendix A includes definitions of capitalized terms used in this Program Guide.

Chapter 2 – Eligibility and Program Requirements

2.01 Eligible Recipients

To be eligible for Bring It Home Rental Assistance Program funds, the applicant must be a Program Administrator as defined in [462A.2095, Subd 2\(c\)](#). Program Administrators are:

- Housing Choice Voucher (HCV) administrator: A Housing and Redevelopment Authority (HRA) or other local government agency or authority that administers federal tenant-based or project-based assistance under Section 8 of the United States Housing Act of 1937;
- Tribal Entity: A Tribal government or Tribal Designated Housing Entity; or
- Nongovernmental Organization: If there is no entity in either category above with the capacity or authority to administer the program, a nongovernmental organization determined by the Minnesota Housing to have the capacity to administer the program.

Minnesota Housing will make every effort to ensure coverage of all geographies within Minnesota so that all low-income renter households have an opportunity for assistance. Program Administrators may partner to deliver the rental assistance in another Service Area. If a current HCV administrator or Tribal Entity declines or is unable to operate the program within its Service Area, Minnesota Housing will notify the adjacent HCV administrators and/or Tribal Entities to determine their interest in administering the program in that Service Area.

Program Administrators that choose to partner with another Program Administrator must enter into a Memorandum of Agreement (MOA) that describes how they will work together to achieve the agreed-upon goals and objectives. MOAs may be used to increase geographic coverage, reduce financial limitations placed on smaller housing authorities, or fill gaps by Program Administrators that choose not to participate in the program. The Program Administrator would be eligible to receive the combined Minimum Grant Awards for all Service Areas under the MOA. For partial Service Areas, contact Minnesota Housing prior to submitting an application. The Grantee will be responsible for all requirements under the contract and the reporting requirements in Chapter 8 for the combined Service Areas.

2.02 Eligible Households

Households are eligible to apply for the Bring It Home Rental Assistance Program if they:

- Are a Minnesota resident;
- Have an annual income of up to 50% of the area median income as determined by the United States Department of Housing and Urban Development (HUD), adjusted for family size;
- Pay more than 30% of the household's annual income on rent;
- Are not receiving federal tenant-based assistance under Section 8 of the United States Housing Act of 1937, as amended; and
- Are not currently in a unit receiving project-based assistance under Section 8 of the United States Housing Act of 1937, as amended.

After initial eligibility, Program Administrators may use additional screening criteria to determine a household's qualification and prioritization for the program. Program Administrators may consider modeling tenant screening guidelines on Minnesota Housing's [Tenant Selection Plan Guidelines](#).

Priority for rental assistance must be given to households with children 18 years of age and under, and annual incomes of up to 30% of the area median income.

Program Administrators must ensure that additional screening criteria does not conflict with state law or Minnesota Housing policies. This includes but is not limited to:

- [Minn. Stat. 504B.117](#) - Individual Taxpayer Identification Number
- [Minn. Stat. 504B.173, subdivision 3a](#) – Denial Based on Pending Cases
- Minn. Stat., Chapter 363A, et. seq – Minnesota Human Rights Act
- Minnesota Housing [Tenant Selection Plan Guidelines](#), if Project Administrators are using Project Based Rental Assistance in their own properties

Program Administrators should consult with their legal counsel when adapting screening criteria from other rental assistance programs to ensure compliance with the Bring it Home Program. If there is a conflict between other program eligibility and the terms of this Program Guide, the Program Guide controls.

2.03 Eligible Uses

This program provides grants to Program Administrators for the purpose of providing tenant- or project-based rental assistance directly to Housing Providers for Eligible Households. Eligible uses under this program are Start-Up Costs, Administrative Fees and Housing Assistance Payments.

- **Start-Up Costs**

Start-Up Costs shall include any necessary costs to establish and quickly disburse funds on behalf of Eligible Households to expediently engage in activities of establishing the program staff and infrastructure needed to operate the Bring It Home Rental Assistance Program as determined by the Program Administrator and approved by Minnesota Housing.

Start-Up Costs should be adequate to establish program policies, hire and train staff, establish waitlists and develop program procedures during the first twelve months of the program. Start-Up Costs will be covered through the initial grants with Program Administrators for the first round of funding only. The Start-Up Costs are in addition to the Bring It Home Rental Assistance Program grant proceeds used for Housing Assistance Payments and Administrative Fees.

Examples of reasonable Start-Up Costs include but are not limited to:

- Advertising for program staff, hiring and other recruitment activities;
- Hiring, onboarding, orientation and training of program staff;

- Initial salary and benefits for program staff before Administrative Fees are fully realized;
- Accounting and audit expenses;
- Legal fees related to the program;
- Software changes and licensing costs to run an efficient and responsible program including changes to Program Administrators' general software and accounting systems;
- Purchase of necessary office equipment, furnishings and technology equipment;
- Advertising and outreach materials including printing, advertising, changes to websites, pamphlets and social media;
- Educational outreach activities to Housing Providers, other service agencies and potential Participants. Translation and interpretations costs included; and/or
- Funding for operating losses incurred prior to Administrative Fees being fully realized.

Start-Up Costs must be directly related to the Bring It Home Rental Assistance Program.

Unreasonable expenses may be rejected by Minnesota Housing. Approval or disapproval of Start-Up Costs is at the sole discretion of Minnesota Housing.

- **Administrative Fees**

Administrative Fees are an eligible expense under the Bring It Home Program. Administrative Fees specifically for the Bring It Home Rental Assistance Program will be reimbursed on a monthly basis with submission of the disbursement request form provided by Minnesota Housing, based on the number of vouchers issued at the time of the submission.

Program Administrators may receive Administrative Fees based on a per voucher per month basis. Minnesota Housing has developed a schedule of Administrative Fees for this round of the Bring It Home Rental Assistance Program based on the Program Administrator's estimated number of vouchers. The schedule will be reviewed and updated with each Request for Proposals (RFP).

Administrative expenses covered by Administrative Fees must be directly related to the Bring It Home Rental Assistance Program. A portion of a Program Administrator's Administrative Fee may be used for Landlord Incentive Programs.

- **Housing Assistance Payments (HAP)/Rental Assistance**

A Program Administrator must use grant proceeds to provide tenant-based or project-based rental assistance payments in an amount equal to the difference between 30% of the tenant's gross income and up to 120% of the payment standard, plus utilities, as established by the local Public Housing Authority, unless otherwise authorized by Minnesota Housing.

This rental assistance payment made by the Program Administrator to the Housing Provider is known as a Housing Assistance Payment (HAP). Program Administrators will calculate HAP

amounts for each household and use grant proceeds to make payments directly to the Housing Provider. Details regarding administration of the HAP can be found in Chapter 3 of this Guide.

2.04 Portability

Portability between Program Administrators' Service Areas is not allowed in the Bring It Home Rental Assistance Program.

2.05 Privacy Act Notice and Tennesen Warning

Prior to collecting private data from any individual, the Grantee must supply the individual with a Combined Privacy Act Notice and Tennesen Warning. The Notice and Warning must be consistent with the requirements of [Minn. Stat. 13.04, Subd. 2](#) and list Minnesota Housing as a party with whom the data may be shared.

Chapter 3 – Housing Assistance Payments/Rental Assistance Options

Program Administrators may choose from one of three options to administer the Bring It Home Rental Assistance Program: Option 1: Existing Procedures, Option 2: Amended Procedures and Option 3: Alternative Plans.

A Program Administrator may pick one or more option in administering their grant and operating the program. Minnesota Housing must approve the Program Administrator's Option 2: Amended Procedures or Option 3: Alternative Plan.

Under all options, the following Bring it Home Rental Assistance Program statutory requirements must be met:

- Maximum household income of 50% AMI, as determined at the time of initial receipt of rental assistance and recertified annually;
- Priority for households with children under the age of 18 and annual incomes below 30% AMI;
- Housing Assistance Payments are made directly to the Housing Provider; and,
- Eligible ongoing grant expenses (after Start-Up Costs) are Housing Assistance Payments and Administrative Fees.

In addition, under all options listed below, Program Administrators must comply with program eligibility requirements, and applicable state and federal laws.

3.01 Option 1: Existing Procedures

Program Administrators may follow Existing Procedures used to administer the federal Housing Choice Voucher (HCV) or other substantially similar federal rental assistance programs. Existing procedures do not require approval by Minnesota Housing. However, Program Administrators should consult with their legal counsel when adapting policies and procedures from other rental assistance programs. These include the following federal programs:

- Housing Choice Voucher Program
- Moving to Work (MTW) Demonstration Program
- Native American Housing Assistance and Self Determination Act of 1996 (NAHASDA) or other Tribally based housing programs

Program Administrators may follow their HCV Administrative Plan or similar document in establishing requirements such as waitlists, leasing units and making payments.

Under Option 1, Program Administrators may adopt the following changes to their Existing Procedures without further review by Minnesota Housing:

- Rental Assistance at up to 120% of the payment standard

- Prioritization for households with children under the age of 18 and annual incomes below 30% AMI

3.02 Option 2: Amended Procedures

Program Administrators may propose using their Existing Procedures as outlined in Option 1 with substantial modifications to achieve the goals of reaching households most in need and incentivizing Landlord participation. The substantial modifications must be submitted for review and approval by Minnesota Housing.

Under Option 2, Program Administrators must submit an outline of what items will differ from the Program Administrator's HCV Administrative Plan or similar document beyond the changes that are automatically approved under Option 1.

Minnesota Housing encourages the following modifications under Option 2 and will expedite approval for Program Administrators that propose only these modifications:

- Additional time for the housing search so that renters are more likely to find and secure housing.
- Alternatives to the HUD Housing Quality Standards/National Standards for the Physical Inspection of Real Estate (NSPIRE) inspections that achieve efficiencies for the renter, Housing Providers and Program Administrator while maintaining health and safety standards.
- Changes to the definitions of household or family for the purposes of determining eligibility.
- Project-based assistance without limitations on the number of units receiving Rental Assistance per property or address.
- Issuance of project-based Rental Assistance without HUD-required property reviews such as environmental reviews that are not otherwise required by state or local law.
- Allowing households to rent units above 120% of the payment standard and pay up to 50% of their income towards rent where the Program Administrator can demonstrate that choices are severely restricted, the alternative would be homelessness or housing instability and all other options have been exhausted.
- Allowing shorter-term leases including month-to-month or rental agreements that are not in a standard lease form where the Housing Provider would otherwise refuse to rent to the household.
- Allowing Eligible Households to apply using an individual taxpayer identification number.
- Allowing eligibility based on receipt of income-based state or federal benefits.

3.03 Option 3: Alternative Plan

A Program Administrator may choose to submit an Alternative Plan for a Bring It Home Rental Assistance program that does not rely on existing procedures and differs substantially from Option 1: Existing Procedures or Option 2: Amended Procedures.

Minnesota Housing will review Alternative Plan proposals and procedures and, at its sole discretion, approve or deny the plans. Minnesota Housing encourages Program Administrators to operate at least some portion of each grant under Option 1 or Option 2 in order to expedite and increase Rental Assistance availability in all communities.

A Program Administrator may also develop an Alternative Plan where the proposed method of assisting renter households is in no way similar to an HCV, MTW or NAHASDA Administrative Plan.

In all cases, the basic requirements of the Bring it Home Rental Assistance Program as described in 2.02 must be met:

- Serve households at or below 50% AMI who pay more than 30% of their income toward rent;
- Provide housing assistance for the difference between 30% of renter income and the contract rent or 120% of the payment standard, whichever is lower; and,
- Prioritize households with children under the age of 18 and annual incomes below 30% AMI.

3.04 Project Based Rental Assistance

Program Administrators may choose to use all or a portion of grant proceeds for Project Based Rental Assistance vouchers (). Program Administrators that plan to fund Project Based Rental Assistance are not required to follow HUD's PBV guidelines. However, the Program Administrator should include the proposed PBV procedures.

All submissions for Option 2: Amended Procedures or Option 3: Alternative Plan must be approved by Minnesota Housing.

Chapter 4 – Funding Information

Bring It Home Rental Assistance Program funds will be made available as grants to eligible Program Administrators that apply through a Request for Proposal (RFP) process.

As outlined in Minnesota Statutes, section 462A.2095, Minnesota Housing has established a Minimum Grant Award for each Program Administrator with a set-aside for Tribal Nations. Program Administrators may request additional grant funds subject to availability of additional or unused funds. Program Administrators that operate in multiple Service Areas under a Memorandum of Agreement or where there is no other qualified Program Administrator may apply for the total of all Minimum Grant Awards in all covered Service Areas.

4.01 Minimum Grant Awards

The statute requires Minnesota Housing to issue grants statewide in proportion to the number of households eligible for assistance in each county according to the [American Community Survey](#) (ACS). Minnesota Housing will release a schedule of Minimum Grant Awards that reflects the minimum annual amount of funds a Program Administrator would receive following the submission, and approval, of a complete application through the RFP.

For Program Administrators that are HRAs or similar organizations as described in 2.01, the Minimum Grant Awards are meant to cover a specific Service Area that is made of the geography covered by that Program Administrator. Eligible Tribal entities are not restricted to serving any particular geographic areas in the state of Minnesota. For eligible nongovernmental organizations that meet the requirements in 2.01, the organization would serve only the geographies for which it has submitted an application and an entity that is a HRA is not otherwise serving.

Minnesota Housing's methodology for forecasting revenues, establishing a set-aside for Tribal Nations, determining need and establishing Minimum Grant Awards is in Appendix B.

4.02 Minimum Grant Award Request for Proposals

Eligible Program Administrators will apply through a RFP process. Instructions for applying for the RFP will be found on Minnesota Housing's website, including but not limited to application instructions, documentation checklists, RFP timeline and how to submit an application as outlined in Chapter 5.

Minnesota Housing established Minimum Grant Awards for each eligible Program Administrator based on current HCV administrators and their Service Areas and a set-aside for Tribal Nations. An Eligible Recipient must apply through the RFP with a complete application in order to be selected as a Program Administrator and awarded the Minimum Grant Award Amount.

Program Administrators are strongly encouraged to respond to Minnesota Housing's Intent to Apply Request prior to the posting of the RFP to indicate their interest in participating. Minnesota Housing

will then determine if there is a gap in service coverage prior to releasing the RFP. Program Administrators are encouraged to partner to deliver the rental assistance, identify a single Grantee, and indicate that in the Intent to Apply. Minnesota Housing will work diligently to make sure all geographic areas are covered.

If a Program Administrator described in 2.01 does not apply for the Minimum Grant Award covering the Service Area or partner with another Program Administrator, the award for that Service Area would be made in the following priority:

- First to an eligible HCV Administrator or Tribal entity that has a binding agreement to serve the area or has submitted a complete application that indicates they would serve the Service Area.
- Second to a nongovernmental organization determined by Minnesota Housing to have the capacity to administer the program if such organization has submitted a complete application for the Service Area in the RFP.

A Program Administrator must apply through the RFP with a complete application in order to be selected as a Program Administrator and awarded the Minimum Grant Award Amount.

An eligible Program Administrator may apply for any amount of funding through the RFP. If the Program Administrator requests less than or equal to the Minimum Grant Award provided in the RFP materials, the award would be capped at the lower of the requested amount or the Minimum Grant Award. Program Administrators may apply for more than the Minimum Grant Award amount and would be eligible to receive additional funding subject to availability of additional or unused funds.

Chapter 5 – Application Process, Review and Financial Criteria

This Program is subject to applicable policies established by the Minnesota Department of Administration's [Office of Grants Management](#) (OGM). Funding for the Program will be allocated through a competitive Request for Proposal (RFP) process.

Minnesota Housing will make application forms and instructions available on its website at such times and for such duration as it deems necessary and appropriate to fulfill the goals of the Program.

5.01 Funding Selections and Work Plan

Funding selections are subject to approval by the Minnesota Housing Board of Directors. Minnesota Housing's award decisions are final and are not subject to appeal.

After selection, each Grantee will receive a grant award letter with the allocated grant amount, terms and any due diligence requirements. The Grantee must complete a work plan and budget template based on the allocated grant amount. The work plan and budget template will be provided by Minnesota Housing and incorporated into the Grant Contract Agreement.

Chapter 6 – Contracting, Payments and Budget Modifications

6.01 Grantee Requirements

The Grantee is a party to the Grant Contract Agreement and shall adhere to the following requirements which include, but are not limited to, the activities listed below. If there are any conflicts between this Program Guide and the Grant Contract Agreement, the Grant Contract Agreement controls. Program Administrators will be required to:

- Execute a Grant Contract Agreement with Minnesota Housing outlining the scope of work to be performed. The Grantee may also be responsible for completing the proposal, budget, work plan and/or other exhibits to the Grant Contract Agreement(s).
- Maintain financial records for a minimum of six years after the Grant Contract Agreement(s) ends that document the use of all grant proceeds awarded. Minnesota Housing, at its sole discretion, may request to review the accounting and documentation of such records as a part of a site visit or at other times.
- Complete and submit all invoices and required reports on time in a manner determined by Minnesota Housing.
- Have a written conflict of interest policy and take necessary steps to prevent individual and organizational conflicts of interest. All suspected, disclosed or discovered conflicts of interest must be reported to Minnesota Housing in a timely manner.
- Comply with applicable contracting and bidding requirements noted in the Grant Contract Agreement.
- Comply with all affirmative action and non-discrimination requirements noted in the Grant Contract Agreement.
- Comply with all applicable state statutes, rules and policies.

6.02 Payment Requests

After the Grant Contract Agreement is fully executed, the Program Administrator may only submit a disbursement request to Minnesota Housing using the disbursement request form provided by Minnesota Housing. On the disbursement request form, the Program Administrator must identify the actual expenditures for Start-Up Costs and Housing Assistance Payments (HAP). Disbursements will be made directly to the Program Administrator. Minnesota Housing will process one disbursement request per month for each Program Administrator. Administrative Fees will be based on a per voucher per month basis based on the number of vouchers issued.

The disbursement schedule will be determined by the Grant Contract Agreement. Minnesota Housing may provide an initial advanced payment, at the Agency's discretion, for a portion of the awarded Start-Up Costs and HAP payments to the Program Administrator within applicable laws, rules, and policies.

Start-Up Costs

Start-Up Costs are intended to be used for the first twelve months of the Bring It Home Rental Assistance Program and may include any necessary expenses to establish and quickly disperse funds on behalf of Eligible Households to expediently engage in activities for initial start-up expenses determined by the Administrator. Start-Up Costs will be paid monthly for the start-up period as outlined in the Grant Contract Agreement. Program Administrators will prepare a budget proposal and submit it with their RFP application. Minnesota Housing will review, request changes as needed and approve the start-up budget.

Monthly Housing Assistance Payments

Program Administrators will prepare and submit to Minnesota Housing their monthly Housing Assistance Payment requests that detail actual expenditures and summary participant information for the previous month. The information collected on the disbursement request form includes but is not limited to:

- Actual expenses incurred in the payment of rent plus utilities for the previous month.
- Summary data on each Participant for the previous month, which consists of information including but not limited to household data, unit size, voucher size, move-in date, move-out date, contract rent, Participant Rent, and Housing Assistance Payment amount.

Minnesota Housing will use a disbursement request form to determine the reimbursement amount to be sent to the Grantee. The Grantee should submit the request for funds to Minnesota Housing no later than the 15th of each month, unless other arrangements have been approved by Minnesota Housing.

Administrative Fees

At the time of selection for funding, Minnesota Housing will approve a monthly Administrative Fee based on a per voucher per month basis for the Program Administrator, and it will be described in the Grant Contract Agreement. The monthly disbursement request form will calculate the total amount of eligible Administrative Fees to be paid to the Program Administrator based on the number of vouchers that are issued.

6.03 Budget Modifications that Do Not Require Pre-Approval

Grantees are not required to seek Minnesota Housing approval for the following budget modifications but are required to inform Minnesota Housing staff in writing of these budget modifications within two working days of making the modification:

- Moving funds between Start-Up Cost line items. For example, from software to technology equipment.

6.04 Budget Modifications that Require Preapproval

All other budget modifications require approval from Minnesota Housing. When requesting a budget modification, Grantees must submit the following information in writing to Minnesota Housing staff:

- The reason for the request;
- The amount of funds proposed to be shifted;
- The expense categories that funds will be moved to and from; and
- If there will be a change in the total projected households served or an impact to the program design outlined in the application or work plan.

Budget modification request approvals are at the sole discretion of Minnesota Housing.

Chapter 7 – Reporting, Monitoring and Record Keeping

7.01 Reporting

In order to demonstrate the success of the program, data collection will be required on an ongoing basis. Data will be shared with the legislature, the Governor's office and the public.

Minnesota Housing will establish a template through which Program Administrators will submit a report with disbursement requests which will include information on overall program administration and Participant information. This template will be attached to the Grant Contract Agreement. The following are examples of the types of information that may be requested:

Program information, such as, but not limited to:

- Payment Standards/Income Limits
- Number of people on the waiting list
- Shopping times
- Number of vouchers currently issued
- Number of vouchers that are under contract
- Number of Participants denied assistance and reason for denial
- List of vouchers by bedroom size
- Number of Project Based Rental Assistance and Tenant Based Rental Assistance vouchers

Participant information, such as, but not limited to:

- Number of household members
- Background at admission such as income, assets, race, disability status, etc.
- Unit to be occupied on effective date of action
- Assets
- Income
- Contract rent
- Housing Assistance Payment (HAP)
- Total Tenant Payment (TTP)
- Other information as requested by Minnesota Housing

7.02 Monitoring

Minnesota Housing will conduct ongoing monitoring and evaluations of the projects funded by the Program. If the grant award is over \$250,000, annual monitoring will be required. If the grant award is less than that amount, monitoring will be required once during the biennium. The following will be required as part of grant monitoring:

- A written report that summarizes the grant activities, outcomes, eligible expenses and challenges for the given period.
- A financial reconciliation completed by Minnesota Housing as required by [OGM Policy 8-10](#) before the final payment is made or within 12 months of issuance. Grantees shall be required to submit a cost report or general ledger, including receipts and expenses for the work, invoices for the work, and any other documentation deemed necessary by Minnesota Housing to complete the financial reconciliation.
- A final written report and financial review that includes the outcomes of the grant activities and confirmation of compliance with applicable affordability requirements.
- Site visits at the request of Minnesota Housing.

Minnesota Housing will schedule monitoring with Program Administrators giving adequate notice and preparation time (typically 30 days). Minnesota Housing staff will advise Grantees on how to prepare for the monitoring visit and financial reconciliation, the format for the monitoring and which Program Administrator staff should be involved in the visit.

Minnesota Housing staff will review all financial and progress reports that have been submitted by a Program Administrator prior to the monitoring visit.

During a monitoring visit, Minnesota Housing staff will complete a review of the overall program as well as a review of the Participant files. The review will include, but not be limited to, the following items:

- Overall program review including:
 - Program outcomes and reporting
 - Grantee policies and procedures
 - Program Administrator's Administrative Plan or other program guidelines
 - Payment Standards/Fair Market Rents
- Financial records including:
 - Expenditures for Housing Assistance Payments to Housing Providers
 - Security deposits
 - Balance sheet and check register
 - Program Administrator's adherence to the Procedures (or other program guidelines), the Bring It Home Program Guide and the Grant Contract Agreement
 - Participant files

Grantees are responsible for maintaining financial records that document the use of all Bring It Home Rental Assistance funds and that include all eligible payments. After completion of the grant term, Grantees are expected to maintain all records for a minimum of six years after the grant term has ended. In addition to program financial records, Participant records must also be maintained for a minimum of six years after the grant term has ended. In addition, Minnesota Housing reserves the

right to review financial and Participant records during this period, and records must be made available upon request.

7.03 Participant Files

Each Program Administrator will establish files for applicants and Participants. Minnesota Housing will provide a template for required file documentation.

Minnesota Housing will review Participant files kept on site by the Program Administrator during site visits or through an audit of requested files. Minnesota Housing staff will determine the number of files for review and select files via a random sampling. Additional files may be reviewed at Minnesota Housing's discretion.

File documentation should align with the procedures the Program Administrator has adopted for Bring It Home Rental Assistance and with any Minnesota Housing approvals. File documentation may include, but is not limited to:

- Household Application for Bring It Home Rental Assistance
- Minnesota Government Data Practices Act Disclosure Statement and Acknowledgement (signed by all adults 18 or older on lease)
- Income and Asset determination
- Computation of gross Income, payment standard, Participant rent and HAP
- Unit inspection report
- Executed lease agreement
- Other correspondence

7.04 Corrections and Funding Repayment

If the Grantee expends funds on any ineligible expenses, Minnesota Housing will issue a notification to the Grantee requiring immediate return of the applicable funds. The Grantee shall have 10 business days to respond to Minnesota Housing to appeal the determination and submit any supporting documentation that supports its appeal or return the improperly invoiced funds. Minnesota Housing may extend the appeal period at its sole discretion. Grantees that fail to comply and/or return funds within 10 business day for ineligible uses may be subject to consequences, including a finding of Unacceptable Practices in future Consolidated Requests for Proposals (RFPs), suspension from doing business with Minnesota Housing, and/or any other disciplinary or legal action Minnesota Housing deems appropriate and as determined at Minnesota Housing's sole discretion.

7.05 Record Keeping

Grantees are responsible for maintaining records that document the use of all grant proceeds. Grantees must save copies of all books, records, program files, documents and accounting procedures

related to the grant in a secure and organized format. Grantees must maintain these documents for a minimum of six years from the end of the Grant Contract Agreement. Minnesota Housing reserves the right to review all records during this six-year period, and records must be made available to Minnesota Housing upon request.

Documents to save and retain include, but are not limited to:

- Executed Grant Contract Agreement and any amendments
- Reports submitted by the Grantee to Minnesota Housing
- Any necessary approvals, such as city council resolutions regarding application for, receipt and expenditure of program funds
- Invoices and supporting invoice documentation (receipts, proof of payment, etc.)
- Written approvals from Minnesota Housing

Chapter 8 – Government Data Practices Act

The Program Administrator and Minnesota Housing must comply with the [Data Practices Act \(Minn. Stat. Chapter. 13\)](#). The Data Practices Act applies to all data provided by Minnesota Housing under the Grant Contract Agreement, and it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Program Administrator under the Grant Contract Agreement. The civil remedies of [Minnesota Statute, section 13.08](#) apply to the release of the data referred to in this section by either the Program Administrator or Minnesota Housing.

The Data Practices Act provides that the collection and use of nonpublic data including private and confidential data on individuals “shall be limited to that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.” [Minnesota Statute 13.05, subd. 3](#). The Program Administrator must “establish appropriate security safeguards” including that data are “accessible to persons whose work assignment reasonably requires access to the data and is only to be accessed by those persons for purposes described in the procedure.” [Minnesota Statute 13.05, subd. 5\(a\)\(2\)](#).

The Program Administrator will ensure that it protects any nonpublic data it receives. Private or confidential information on individuals may include but is not limited to:

- Name
- Email address, phone number, or other contact information
- Photos

The Program Administrator should contact Minnesota Housing with any questions about the Data Practices Act and whether a request it received is considered a data request. If the Program Administrator receives a request to release the data referred to in this section, the Program Administrator must immediately notify Minnesota Housing. Minnesota Housing will give the Program Administrator instructions concerning the release of the data to the requesting party before the data is released. The Program Administrator’s response to the request shall comply with applicable law.

Appendix A – Definitions

Term	Definition
Administrative Fees	Funds provided to Program Administrators for the operation of the program.
Alternative Plan	A set of procedures developed by the Program Administrator to implement the Bring It Home Rental Assistance Program that are substantially different from their Existing Procedures.
Amended Procedures	A modified version of the procedures currently used in a Program Administrator's federal rental assistance program, such as the Housing Choice Voucher Program, Moving to Work demonstration program, or tribal rental assistance program.
Bring it Home Rental Assistance Program	State of Minnesota rent assistance program established under Minn. Stat. 462A.2095 .
Data Practices Act	References the Minnesota Government Data Practices act (Minnesota Statutes, chapter 13)
Eligible Household	A household domiciled in Minnesota with an annual income of up to 50% of the area median income as determined by the United States Department of Housing and Urban Development, adjusted for family size, that is paying more than 30% of the household's annual income on rent. Eligibility is determined at the time a household first receives rental assistance under this section.
Existing Procedures	Procedures currently used by a Program Administrator's federal rental assistance program, such as the Housing Choice Voucher program, Moving to Work demonstration program, or tribal rental assistance program.
Grant Contract Agreement	The Grant Contract Agreement executed between the Minnesota Housing Finance Agency and the Grantee for funds to

Term	Definition
	administer the Bring It Home Rental Assistance Program.
Grantee	An entity awarded funding under the Bring It Home Rental Assistance Program. Also referred to as the Program Administrator.
Housing Assistance Payments (HAP)	Rental Assistance payments made on behalf of a Participant to a Housing Provider. Generally, these payments will be the difference between 30% of the Participant's income and the rent.
Housing Choice Voucher (HCV)	The Housing Choice Voucher program is the federal government's major program for assisting very low-income families, the elderly, and the disabled to afford decent, safe, and sanitary housing in the private market. Since housing assistance is provided on behalf of the family or individual, participants are able to find their own housing, including single-family homes, townhouses and apartments.
HCV Administrator	An entity, typically a public housing authority, Housing Redevelopment Authority or community development agency that has a contract with the Department of Housing and Urban Development to administer the HCV program.
Housing Provider	A property owner, manager or other authorized individual acting as a Landlord under Minnesota law.
Housing Redevelopment Authority (HRA)	A municipal public entity, legally separate from the city council, created to address local housing needs.
Landlord	An owner of real property, a contract for deed vendee, receiver, executor, trustee, lessee, agent, or other person directly or indirectly in control of rental property

Term	Definition
Landlord Incentive Programs	Programs developed to provide Housing Providers with resources - financial or otherwise - to encourage participation in the Bring It Home Rental Assistance Program.
Memorandum of Agreement (MOA)	A legally binding document between two parties that outlines the agreed upon terms to work cooperatively together on a project or program.
Minimum Grant Award	The minimum annual amount of funds a Program Administrator would receive that is in proportion to its share of households eligible for assistance and is provided by Minnesota Housing in a schedule.
Minnesota Housing or Agency	The Minnesota Housing Finance Agency or Minnesota Housing
Nongovernmental Organization	A nonprofit organization that works independently from any government, typically with a humanitarian or charitable mission.
Participant	A family or individual who has received Bring It Home Rental Assistance
Portability	The ability for a program Participant to use Rental Assistance outside of the Service Area served by a Program Administrator. This is not allowed for Bring It Home Rental Assistance.
Program Administrators	Housing and redevelopment authority or other local government agency or authority that administers federal tenant-based or project-based assistance under Section 8 of the United States Housing Act of 1937; A Tribal government or Tribal designated housing entity; or if there is no entity under clause (1) or (2) with the capacity or authority to administer the program, a nongovernmental organization determined by Minnesota Housing to have the capacity

Term	Definition
	to administer the program. Also referred to as the Grantee.
Program Guide	This document developed by Minnesota Housing explaining the policies and procedures used to administer the Bring It Home Rental Assistance Program.
Project Based Rental Assistance	A housing subsidy that connects rental assistance to a specific housing unit and remains project based
Public Housing Authority (PHA)	A state, county, municipality or other governmental entity or public body or agency or instrumentality of these entities that is authorized to engage or assist in the development or operation of low-income housing under the United States Housing Act of 1937 in accordance with 24 CFR §5.100.
Rental Assistance	Financial assistance provided to Housing Providers on behalf of individuals or families who are unable to afford their rent
Service Area	The geographic area in which a Program Administrator will be administering tenant-based or project-based Rental Assistance through the Bring It Home Rental Assistance Program.
Start-Up Costs	Necessary expenses in the first twelve months of a Grantee's contract to establish and begin administration of the Bring It Home Rental Assistance Program for the Grantee's Service Area.
Tenant Based Rental Assistance	A housing subsidy that connects rental assistance to an Eligible Household rather than a specific housing unit.
Tribal Designated Housing Entity	Entities that meet the requirements defined by Unites States Code, title 25, section 4103(22)

Appendix B – Bring It Home Minimum Grant Award Amount Methodology

For non-Tribal Program Administrators, Minnesota Housing was required to use the most recent data from the Census Bureau's [American Community Survey](#) (ACS), which is updated annually, to determine the number of Eligible Households (those who would be eligible for the Bring It Home Rental Assistance Program) by Program Administrator Service Area.

The number of Eligible Households was then multiplied by the average Housing Assistance Payment (HAP) provided by HUD (which was a point in time for the most recent year) to determine the amount of money needed to assist all Eligible Households, which totaled approximately \$163 million per month.

The need amount for each Program Administrator was then divided by the total amount of need to come up with a “share of need” for each Program Administrator’s Service Area.

The share of need percentage was then multiplied by the total projected amount available (metro sales tax and appropriated funds) for the Bring It Home Rental Assistance Program to determine each Program Administrator’s Minimum Grant Award amount. The metro sales tax funds will only go to the Program Administrators in the metro area, and the appropriated funds will largely go to Program Administrators in Greater Minnesota with a small share potentially going to the metro area.

Tribal Nations do not currently participate in the federal Housing Choice Voucher (HCV) program and therefore HAP payments are not available to calculate the cost of administering the Bring It Home Rental Assistance Program within the Tribal Service Areas. In addition, Tribal Service Areas are not limited by specific geographic boundaries. Minnesota Housing analyzed need among renters likely to be served by Tribal Program Administrators. Tribal Nations will apply for grants within a set-aside of Minimum Grant Awards that is funded by state appropriations.

Appendix C Legal Addendum

1.01 Conflict and Control

In the event of any conflict between the terms of this Addendum and the document to which it is attached, the terms of this Addendum will govern and control.

1.02 Fraud

Fraud is any intentionally deceptive action, statement or omission made for personal gain or to damage another.

Any person or entity (including its employees and affiliates) that enters into a contract with Minnesota Housing and witnesses, discovers evidence of, receives a report from another source or has other reasonable basis to suspect that fraud or embezzlement has occurred must immediately make a report through one of the communication channels described in section 1.07.

1.03 Misuse of Funds

A contracting party that receives funding from Minnesota Housing promises to use the funds to engage in certain activities or procure certain goods or services while Minnesota Housing agrees to provide funds to the recipient to pay for those activities, goods or services. Regardless of the Minnesota Housing program or funding source, the recipient must use Minnesota Housing funds as agreed, and the recipient must maintain appropriate documentation to prove that funds were used for the intended purpose(s).

A misuse of funds shall be deemed to have occurred when: (1) Minnesota Housing funds are not used as agreed by a recipient; or (2) a recipient cannot provide adequate documentation to establish that Minnesota Housing funds were used in accordance with the terms and conditions of the contract.

Any recipient (including its employees and affiliates) of Minnesota Housing funds that discovers evidence, receives a report from another source or has other reasonable basis to suspect that a misuse of funds has occurred must immediately make a report through one of the communication channels described in section 1.07.

1.04 Conflict of Interest

A conflict of interest – Actual, Potential or Appearance of a Conflict of Interest – occurs when a person has an actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A Potential Conflict of Interest or Appearance of a Conflict of Interest exists even if no unethical, improper or illegal act results from it.

- Actual Conflict of Interest: An Actual Conflict of Interest occurs when a person's decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict.
- Potential Conflict of Interest: A Potential Conflict of Interest may exist if a person has a relationship, affiliation or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations or interests.
- Appearance of a Conflict of Interest: The Appearance of a Conflict of Interest means any situation that would cause a reasonable person, with knowledge of the relevant facts, to question whether another person's personal interest, affiliation or relationship inappropriately influenced that person's action, even though there may be no Actual Conflict of Interest.

A conflict of interest includes any situation in which one's judgment, actions or non-action could be interpreted to be influenced by something that would benefit them directly or through indirect gain to a Partner, Family Member, Relative, Friend, Business or other Outside Interest with which they are involved. Such terms are defined below.

- Business: Any company, corporation, partnership, proprietorship, firm, enterprise, franchise, association, organization, self-employed individual or any other legal entity which engages either in nonprofit or profit-making activities.
- Family Member: A person's current and former spouse; children, parents, and siblings; current and former children-in-law, parents-in-law, and siblings-in-law; current and former stepchildren and stepparents; grandchildren and grandparents; and members of the person's household.
- Friend: A person with whom the individual has an ongoing personal social relationship. "Friend" does not generally include a person with whom the relationship is primarily professional or primarily based on the person being a current or former colleague. "Friend" does not include mere acquaintances (i.e., interactions are coincidental or relatively superficial). Social media friendships, connections, or links, by themselves, do not constitute friendship.
- Outside Interest: An Outside Interest may occur when an individual, their Family Member or their Partner has a connection to an organization via employment (current or prospective), has a financial interest or is an active participant.
- Partner: A person's romantic and domestic partners and outside Business partners.
- Relative: Uncle or aunt; first or second cousin; godparent; godchild; other person related by blood, marriage or legal action with whom the individual has a close personal relationship.

Once made aware of a conflict of interest, Minnesota Housing will make a determination before disbursing any further funds or processing an award. Determinations could include:

- Revising the contracting party's responsibilities to mitigate the conflict
- Allowing the contracting party to create firewalls that mitigate the conflict
- Asking the contracting party to submit an organizational conflict of interest mitigation plan

- Terminating the contracting party's participation

Any person or entity (including its employees and affiliates) that enters into a contract with Minnesota Housing must avoid and immediately disclose to Minnesota Housing any and all conflicts of interest through one of the communication channels described in section 1.07.

A contracting party should review its contract and request for proposals (RFP) material, if applicable, for further requirements.

1.05 Assistance to Employees and Affiliated Parties

Any party entering into a contract with Minnesota Housing for the purpose of receiving an award or benefit in the form of a loan, grant, combination of loan and grant or other funding is restricted in issuing a loan, grant, combination of loan and grant or other funding to a recipient ("Affiliated Assistance") who is also: (1) a director, officer, agent, consultant, employee or Family Member of an employee of the contracting party; (2) an elected or appointed official of the State of Minnesota; or (3) an employee of Minnesota Housing, unless each of the following provisions are met:

- The recipient meets all eligibility criteria for the program;
- The assistance does not result in a violation of the contracting party's internal conflict of interest policy, if applicable;
- The assistance does not result in a conflict of interest as outlined in section 1.04;
- The assistance is awarded utilizing the same costs, terms and conditions as compared to a similarly situated unaffiliated recipient and the recipient receives no special consideration or access as compared to a similarly situated unaffiliated recipient; and
- The assistance is processed, underwritten and/or approved by staff/managers who are independent of the recipient and independent of any Family Member of the recipient. Family Member is defined in section 1.04.

A contracting party need not disclose Affiliated Assistance to Minnesota Housing. However, the contracting party must document and certify, prior to the award, that the Affiliated Assistance meets each of the provisions outlined above. This documentation must be included in the Affiliated Assistance file and must be made available to Minnesota Housing upon request. Affiliated Assistance that does not meet each of the provisions outlined above will be considered a violation of Minnesota Housing conflict of interest standards and must be reported by the contracting party through one of the communication channels outlined in section 1.07.

1.06 Suspension

By entering into any contract with Minnesota Housing, a contracting party represents that the contracting party (including its employees or affiliates that will have direct control over the subject of the contract) has not been suspended from doing business with Minnesota Housing. Please refer to

Minnesota Housing’s website for a list of [suspended individuals and organizations](#) (Go to mnhousing.gov, scroll to the bottom of the screen and select Report Wrongdoing, then select Suspensions from the menu).

1.07 Disclosure and Reporting

Minnesota Housing promotes a “speak-up, see something, say something” culture whereby internal staff must immediately report instances of fraud, misuse of funds, conflicts of interest or other concerns without fear of retaliation through one of the communication channels listed below. External business partners (e.g., administrators, Grantees or borrowers) and the general public are strongly encouraged to report instances of fraud, misuse of funds, conflicts of interest or other concerns without fear of retaliation using these same communication channels.

- Minnesota Housing’s Chief Risk Officer at 651.296.7608 or 800.657.3769 or by email at MHFA.ReportWrongdoing@state.mn.us;
- Any member Minnesota Housing’s [Servant Leadership Team](#), as denoted on Minnesota Housing’s current organizational chart (Go to mnhousing.gov, scroll to the bottom of the screen and select About Us, select Servant Leadership Team); or
- [Report Wrongdoing or Concerns \(mnhousing.gov\)](#) (Go to mnhousing.gov, scroll to the bottom of the screen and select Report Wrongdoing).

1.08 Electronic Signatures

Minnesota Housing will use and accept e-signatures on eligible program documents subject to all requirements set forth by state and federal law and consistent with Minnesota Housing policies and procedures. The use of e-signatures for eligible program documents is voluntary. Questions regarding which documents Minnesota Housing permits to be e-signed should be directed to Minnesota Housing staff.

1.09 Fair Housing Policy

It is the policy of Minnesota Housing to affirmatively further fair housing in all its programs so that individuals of similar income levels have equal access to Minnesota Housing programs, regardless of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, familial status, gender identity or sexual orientation.

Minnesota Housing’s fair housing policy incorporates the requirements of Title VI of the Civil Rights Act of 1968; the Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendment Act of 1988; and the Minnesota Human Rights Act. Housing providers and other entities involved in real-estate related transactions are expected to comply with the applicable statutes, regulations and related policy guidance. Housing providers should ensure that admissions, occupancy, marketing and operating procedures comply with non-discrimination requirements. Housing providers

and other entities involved in real-estate related transactions must comply with all non-discrimination requirements related to the provision of credit, as well as access to services.

In part, the Fair Housing Act and the Minnesota Human Rights Act make it unlawful, because of protected class status, to:

- Discriminate in the selection/acceptance of applicants in the rental of housing units;
- Discriminate in the making or purchasing of loans for purchasing, constructing or improving a dwelling, or in the terms and conditions of real-estate related transactions;
- Discriminate in the brokering or appraisal of residential property;
- Discriminate in terms, conditions or privileges of the rental of a dwelling unit or services or facilities;
- Discriminate in the extension of personal or commercial credit or in the requirements for obtaining credit;
- Engage in any conduct relating to the provision of housing that otherwise make unavailable or denies the rental of a dwelling unit;
- Make, print or publish (or cause to make, print or publish) notices, statements or advertisements that indicate preferences or limitations based on protected class status;
- Represent a dwelling is not available when it is in fact available;
- Refuse to grant a reasonable accommodation or a reasonable modification to a person with a disability;
- Deny access to, or membership or participation in, associations or other services organizations or facilities relating to the business of renting a dwelling or discriminate in the terms or conditions of membership or participation; or
- Engage in harassment or quid pro quo negotiations related to the rental of a dwelling unit.

Minnesota Housing has a commitment to affirmatively further fair housing for individuals with disabilities by promoting the accessibility requirements set out in the Fair Housing Act, which establish design and construction mandates for covered multifamily dwellings and requires those in the business of buying and selling dwellings to make reasonable accommodations and to allow persons with disabilities to make reasonable modifications.

1.10 Minnesota Government Data Practices

Minnesota Housing, and any party entering into a contract with Minnesota Housing, must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by Minnesota Housing under the contract, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the contracting party under the contract. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this section by either the contracting party or Minnesota Housing. If the contracting party receives a request to release the data referred to in this section, the contracting party must notify Minnesota

Housing. Minnesota Housing will give the contracting party instructions concerning the release of the data to the requesting party before the data is released. The contracting party's response to the request shall comply with applicable law.

1.11 Prevailing Wage

Under certain circumstances, awards of Minnesota Housing funds may trigger state prevailing wage requirements under [Minnesota Statutes Chapter 177 or Minnesota Statutes Section 116J.871](#). In broad terms, Minnesota Statutes Chapter 177 applies to an award of \$25,000 or greater for housing that is publicly owned. [Minnesota Statutes Section 116J.871](#) applies to awards for non-publicly owned housing that meet the following conditions: (1) new housing construction (not rehabilitation of existing housing); (2) a single entity receives from Minnesota Housing \$200,000 or more of grant proceeds or \$500,000 of loan proceeds; or (3) allocations or awards of low-income housing tax credits, for which tax credits are used for multifamily housing projects consisting of more than ten units.

Minnesota Statutes Section 116J.871 sets out several exceptions to the applicability of prevailing wage including (1) rehabilitation of existing housing; (2) new housing construction in which total financial assistance at a single project site is less than \$100,000; and (3) financial assistance for the new construction of fully detached single-family affordable homeownership units for which the financial assistance covers no more than ten fully detached single-family affordable homeownership units.

Entities receiving funding from Minnesota Housing as described in this section shall notify all employers on the project of the recordkeeping and reporting requirements in Minnesota Statutes Section 177.30, paragraph (a), clauses (6) and (7). Each employer shall submit the required information to Minnesota Housing.

Questions related to submission of required information to Minnesota Housing may be directed to:
mhfa.prevailingwage@state.mn.us.

All questions regarding state prevailing wages and compliance requirements should be directed to that agency as follows:

Division of Labor Standards and Apprenticeship
State Program Administrator
443 Lafayette Road N, St. Paul, MN 55155
651.284.5091 or dli.prevwage@state.mn.us

[If a contractor or subcontractor fails to adhere to prevailing wage laws, then that contractor or subcontractor could face civil and/or criminal liability.](#)

Bring It Home Rental Assistance Program

Frequently Asked Questions

Bring It Home was established under [Minnesota Statute 462A.2095](#) as a statewide rental assistance program that provides tenant-based and project-based rental assistance through Program Administrators.

The information in this Frequently Asked Questions (FAQ) document is supplementary to the [Bring It Home Program Guide](#) and Grant Contract Agreements. In the event of any conflicts between the information in this document and the Bring It Home Program Guide and/or Grant Contract Agreement, the information in the Bring It Home Program Guide and/or Grant Contract Agreement will govern and control.

Updates to this FAQ will be identified and dated accordingly.

Please review the [Local Government Housing Programs](#) webpage and [Bring It Home Program Guide](#) for additional details, including program eligibility requirements, eligible uses, definitions and related information.

A) Request for Proposals (RFP) Application Materials

Overall & Program Administrator Eligibility

1. What is the grant period for the first round of the Bring It Home Rental Assistance Program?

The grant period for the first round of the Bring It Home Rental Assistance Program is two years.

2. Can a Program Administrator apply for more than the minimum grant amount?

Yes, however there may not be additional funding to provide more than the minimum grant amount.

3. If you are a Housing and Redevelopment Authority (HRA) that doesn't currently administer Housing Choice Vouchers (HCV), can you apply to be a Program Administrator?

Yes, HRAs that do not currently administer HCV may apply to become Program Administrators for the Bring It Home Rental Assistance Program, if there is not an HRA that administers HCV that is planning to serve that area. The eligibility requirements outlined in the Program Guide

include demonstrating the capacity to effectively administer the program within their Service Area. All applications will be reviewed through the Request for Proposal (RFP) process to determine if the applying entity meets the necessary criteria to administer the program.

4. Can a Tribal Nation and a Housing Authority or other entity from the same Tribal Nation both apply to be Program Administrators?

Only one entity can be selected to be the Program Administrator/Grantee for a specific Service Area and only one entity can apply to administer the Bring It Home program per Tribal Nation. If two applicants propose to serve the same Service Area, Minnesota Housing will determine who will be funded based on the scoring criteria outlined in the RFP.

Program Features and Policies

5. What guidance will be provided to Program Administrators that want to project base their vouchers? What specific obligations will need to be delineated in a Bring It Home version of a project-based HAP contract?

Program Administrators should refer to their existing procedures to determine how to project base vouchers or suggest an amended or different procedure through Options 2 or 3 in the Program Guide. Program Administrators can use a form similar to their existing HAP contracts for Bring it Home as long as it complies with the statutory requirements. NAHRO could provide a template for a Bring It Home project-based contract that is standard across Program Administrators. Minnesota Housing reserves the right to review project-based contracts.

6. If we project base vouchers, do those have to be prioritized for households with children under 18?

Yes, if you choose to use project-based vouchers, those vouchers must be prioritized for households with children under 18. This aligns with the program's statutory requirement to give preference to households with children under the age of 18 and annual incomes at or below 30% of the area median income (AMI). Program Administrators must implement this priority across all rental assistance options, including project-based vouchers, to ensure compliance with the Bring It Home Program guidelines.

7. Can Program Administrators establish additional priority populations, and how does this align with the prioritization of households with children under 18 and incomes up to 30% AMI?

Yes, the statute allows Program Administrators to establish additional priority populations based on local needs. However, this must be done in alignment with the program's primary statutory priority: households with children under 18 years of age and annual incomes at or below 30% of the area median income (AMI). Any additional priorities must not conflict with or override this requirement and should complement the program's overarching goals.

8. Will any grant funding be advanced to Program Administrators since most Program Administrators will not have the funds to cover the first month or two of HAP payments?

Yes. The Agency has approved advanced payments to Program Administrators who are selected as grantees of up to 50% of Start-up costs and 3 months of Housing Assistance Payments (HAP).

9. Can the program cover back-owed rent?

No.

Start-Up Costs

10. Can you provide an estimate of Start-Up Costs to help with budgeting?

Start-up funding depends on the number of vouchers you plan to issue. We recommend using an estimate of approximately \$959 per voucher for start-up costs to align with start-up costs provided by HUD for the HCV program. However, smaller program administrators (those issuing 60 or fewer vouchers) may require a higher per-voucher estimate, while larger program administrators may need less due to economies of scale.

In total, \$6 million has been allocated for Start-Up Costs across all eligible program administrators, including HRAs and tribal entities.

11. Is Start-Up Costs funding separate from Administrative Fees?

Yes, Start-Up Costs funding is separate from Administrative Fees. Start-up costs cover the necessary expenses to establish program staff and infrastructure for operating the Bring It Home Rental Assistance Program. These costs may include developing program policies, hiring and training staff, marketing, setting up waitlists, and establishing program procedures during the first 12 months of the program.

Start-up costs will be provided through the initial grants for the first round of funding only and are in addition to the Bring It Home Rental Assistance Program grant proceeds used for Housing Assistance Payments and Administrative Fees.

12. Are Start-Up Costs limited to the first 12 months of the program?

Yes, Start-Up Costs are generally limited to what will be needed in the first 12 months after signing the grant agreement to prepare for administering the program, but may possibly be extended under certain circumstances with approval by Minnesota Housing. After this period, Program Administrators will transition to receiving ongoing funding through Administrative Fees, which are based on the number of vouchers issued.

13. Can multiple HRAs have a single contract with one entity for specific start-up costs such as software updates or program form creation?

Yes, however, the cost to the HRA and the contractor must be included in both the Bring It Home application and the workplan that will be attached to the grant contract agreement. If the cost to the HRA is greater than \$10,000, the bidding and procurement process as outlined by Office of Grants Management would need to be followed.

14. What if we start administrating the program and determine that we cannot administer it? Will we have to repay our start-up cost funding to the state?

Yes, if a Program Administrator cannot fulfill their responsibilities, Minnesota Housing will require repayment of start-up cost funding as outlined in the Grant Contract Agreement.

15. Is there an “out clause” in the grant contract agreement, in the case that we determine that operating the program is not feasible?

There is not an “out clause” in the grant contract agreement. If a Program Administrator has issued vouchers and has households receiving rental assistance, the Program Administrator must continue to provide that rental assistance until the 2-year grant period has expired. If the Program Administrator decides it cannot operate the program at that time, it may find another eligible Program Administrator to administer the program.

B) Program Implementation

Eligible Households

16. Do eligible households need to be below 50% AMI at both initial eligibility and annual recertification?

Yes, households must be at or below 50% AMI at both initial eligibility and annual recertification.

17. Should we use gross or adjusted gross income for household income calculations?

Minnesota Housing is authorizing Program Administrators to use adjusted gross income in their income calculations to be consistent with existing HCV procedures.

18. Can Program Administrators serve households above 50% AMI at initial eligibility or annual recertification if their current HCV Administrative Plan allows it?

No, this is not allowable. The requirement must be met regardless of what your Administrative Plan permits. Statutory requirements are outlined at the start of Chapter 3 in the Program Guide to ensure compliance.

19. Is there a “grace period” for a household if they exceed 50% AMI at recertification?

If a household's income exceeds 50% of the area median income (AMI) at recertification, Program Administrators must provide a written notice to the household. Program Administrators may offer up to a 180-day grace period, similar to the HCV program, to allow the household time to adjust to the change in their assistance status. This grace period ensures a smoother transition while maintaining compliance with program guidelines.

20. What can be included in the rent payment? For example, if a tenant has to pay for renters insurance and that is in the lease agreement, can it be counted as rent?

In general, rent includes the actual rent payment plus all non-optional ongoing fees that are required to be paid as part of a total monthly payment and listed in the lease. Please refer to Minnesota Statute 504B.120 Subd 1.

21. Can we structure the program so that households can pay less than 30% of their income in rent?

You can, as long as the difference between what a household is paying for rent and the actual rent is the same amount or less than the difference between a household paying 30% of their income in rent and 120% of the payment standard.

22. Do applicants need to be a Minnesota resident? Is this something that we need to screen at time of applying to ensure that the applicant is a Minnesota resident?

Yes, applicants do need to be Minnesota residents. Program Administrators should refer to their existing HCV procedures as to how they define Minnesota resident and/or establish their own process to determine Minnesota residency such as looking at a driver's license or utility bill. Program Administrators should decide on a procedure and apply it consistently.

23. Is the rental assistance only for existing renters?

No, rental assistance is not limited to existing renters. The Bring It Home Rental Assistance Program provides financial support to eligible households, whether they are currently renting or seeking housing. Eligibility criteria include being a Minnesota resident, having an annual income at or below 50% of the area median income (AMI), and paying more than 30% of household income on rent.

24. Does an applicant have to be "cost burdened" in order to apply?

Yes, applicants must be "cost burdened". Minnesota Housing has interpreted the statute to include households that are experiencing homelessness as cost burdened. Program Administrators can use their existing procedures or another process to determine whether a household is cost burdened, as long as it is applied consistently.

25. If we have families in our community that are in short term emergency housing, can those families be eligible for Bring it Home?

Yes, as long as they are cost burdened and not receiving federal rental assistance.

26. If an applicant is currently on the Section 8 waitlist, can they move to the waitlist for Bring it Home?

Yes, as long as they are not currently receiving rental assistance, if there are separate waitlists for Section 8 and Bring It Home vouchers, an applicant can be on both lists.

27. If an applicant currently has an HCV or project-based voucher, can they give it up and get a tenant voucher through Bring it Home instead?

No. Under statute households currently receiving federal tenant-based or project-based rental assistance under Section 8 of the United States Housing Act of 1937 are not eligible for tenant-based assistance through the Bring It Home Rental Assistance Program.

28. If a household is currently receiving short term rental assistance, such as FHPAP, can they be switched to a longer-term voucher under the Bring It Home program?

A Program Administrator may use a 6-month “look forward” period to evaluate applicants for the Bring It Home program. If an applicant is on short-term rental assistance, and that rental assistance will expire within the next 6 months, or the household will otherwise meet the requirement of paying more than 30% of their income toward rent, then they can be switched from the short-term rental assistance to a Bring It Home voucher.

Prioritization for Rental Assistance

29. For the priority for households with children under 18, do we give those households preference on the waiting list?

To be clear, the priority is not for households that have children under 18 years old. It is for households that have *both* children under 18 years of age or under in the household *and* have incomes up to 30% AMI. If both of these criteria are met, these households must be given priority. Program Administrators must ensure that these households are prioritized when determining eligibility and issuing rental assistance. This prioritization applies to both tenant-based and project-based rental assistance and should be integrated into the waitlist and application procedures to align with program requirements. If there are no households meeting this priority, Program Administrators may move to priorities based on local needs.

30. What if there are no households with children under 18 needing rental assistance? Can we prioritize a different demographic?

Yes, if there are no eligible households with children under 18 applying for or on the waitlist for rental assistance, Program Administrators may provide assistance to other eligible households. In such cases, Program Administrators should follow the prioritization guidelines outlined in their approved Administrative plans and ensure compliance with the Bring It Home Program requirements.

31. If we are a Tribal Program Administrator and we are planning to serve more than one geographic area that includes non-tribal lands, can we have a preference for Tribal members that are not living on tribal lands?

Program Administrators may not have preferences for protected classes under the Fair Housing Act or the Minnesota Human Rights Act, unless otherwise allowed by law (for example, on tribal land.) Political classification is not a protected class under either the Fair Housing Act or the Minnesota Human Rights Act; therefore, if a Tribal Nation has a priority or a preference for a particular political classification, that would not be a violation of civil rights laws.

32. Can we serve households that have a tribal member in it?

Yes, you can serve any household that has a tribal member in it.

Program Operations

33. When will we have to request reimbursement by for each month (i.e. what date)?

Requests for reimbursement must be submitted by the 15th of the month unless other arrangements have been approved by Minnesota Housing.

34. What documentation do we need to show to receive admin fees?

To receive Administrative Fees Program Administrators must submit documentation verifying the issuance of vouchers. Administrative Fees are disbursed on a per-voucher, per-month basis, to Program Administrators based on the number of vouchers issued. Disbursement requests must be submitted using the form provided by Minnesota Housing and in accordance with the timelines and procedures outlined in the Grant Contract Agreement.

35. If we are serving more than one county what payment standard should we use?

If you are serving more than one county, you can choose to use the higher payment standard of those counties or an average of those payment standards or propose another method for determining the payment standard for that area. If an alternative method of determining the payment standard is used, it must be approved by Minnesota Housing.

36. What is the process for approving modifications or amendments to administrative policies after executing the grant agreement? Are there thresholds or limits we should plan for?

Modifications to administrative policies may be necessary after the grant agreement is executed, especially during the early years of the program as opportunities for improvement are identified.

If additional modifications to your administrative plan under Option 2 are needed, you will likely need to submit an updated workplan to Minnesota Housing. Our team will review the proposed changes in consultation with our legal and grants teams. Once approved, the grant contract agreement will be amended to incorporate the modifications.

You can make changes to your workplan under the program, but any significant adjustments will require an amended grant contract to ensure compliance with program guidelines.

37. Do we need to use HMIS to report on the program?

No.

38. How will new questions and issues be addressed?

The Bring It Home team plans to hold bi-weekly webinars after grant contracts are executed (and/or after selections) to answer questions and troubleshoot potential issues.

Bring it Home Program proposed timeline

- April 2025:
 - Submit RFP (deadline April 21)

- Summer 2025:
 - Program planning and logistics (i.e. office needs, technology and software needs, program design, staff recruitment, etc.)

- August/September 2025:
 - Notification of funding award and grant agreement contract

- September/October 2025:
 - Staff on-boarding, training and program development
 - Advance payment from MN Housing

- November 2025:
 - Program marketing and advertising

- December 2025:
 - Waitlist opening and Participant selection

- January 2026:
 - Program implementation

CITY OF PLYMOUTH

RESOLUTION No. 2025-110

RESOLUTION APPROVING AN APPLICATION FOR THE BRING IT HOME PROGRAM

WHEREAS, Minnesota Housing developed the Bring It Home Program (the “Program”) to provide rental assistance to cost-burdened households earning 50% of area median income or less; and

WHEREAS, the Program is designed to provide rental assistance vouchers to all areas geographically across Minnesota, including the City of Plymouth; and

WHEREAS, Plymouth Housing and Redevelopment Authority (the “Plymouth HRA”) is an approved governmental agency to implement and administer the Program; and

WHEREAS, the Plymouth HRA at its March 27, 2025 meeting authorized an application to Minnesota Housing for the Program, subject to the consent of the City Council; and

WHEREAS, the Plymouth City Council agrees to support the additional staffing and resource needs for administration of the Program beginning in Fall 2025.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA, consents to Plymouth HRA’s application to Minnesota Housing for the Program and authorizes the appropriate city and HRA officials or their designees to execute such agreements as necessary to implement the Program on behalf of the city and its HRA.

APPROVED by the City Council on this 8th day of April 2025.

To: Dave Callister, City Manager

Prepared by: Jodi Gallup, City Clerk

Reviewed by: Maria Solano, Deputy City Manager

Item: **(Previously 6.4) Approve appointment to the Planning Commission**

1. Action Requested:

Adopt attached resolution approving at-large appointment to Planning Commission.

2. Background:

Council directed staff to prepare the attached resolution of appointment after conducting interviews at the Study Session held on March 25 to fill the vacant at-large seat on the Planning Commission.

3. Budget Impact:

Not applicable.

4. Attachments:

1. City Council Resolution 2025-111

CITY OF PLYMOUTH

RESOLUTION No. 2025-111

RESOLUTION APPOINTING VACANT TERM ON PLANNING COMMISSION

BE IT RESOLVED by the City Council of the City of Plymouth, Minnesota, that the City Council confirms the following appointment to the Planning Commission:

<u>Name</u>	<u>Commission</u>	<u>Seat</u>	<u>Term Expires</u>
Jim Willis	Planning Commission	at-large	January 31, 2028

APPROVED by the City Council on this 8th day of April, 2025.