

**CITY OF PLYMOUTH
AGENDA
Regular City Council
Council Chambers
3400 Plymouth Boulevard, Plymouth, MN
March 13, 2025, 7:00 PM**

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. ROLL CALL

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

4. PRESENTATIONS AND PUBLIC INFORMATION ANNOUNCEMENTS

4.1 Presentation from CCX Media

1. CCX Media 2024 Annual Report
2. CCX Media Funding Information

4.2 Recognize outgoing Volunteer Coordinator Jackie Maas

1. Proclamation

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

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

6.1 Adopt proposed minutes

1. February 25 Regular

6.2 Approve disbursements

1. Invoice Expense Distribution
2. City Council Resolution 2025-075

6.3 Approve final closeout for the 2023 City Center Pavement Rehabilitation Project (ST230001)

1. Location Map
2. Payment 7 & Final

3. City Council Resolution 2025-076
- 6.4** Approve final closeout for the Nathan Lane Area Pavement Rehabilitation Project (ST249005)
 1. Location Map
 2. Payment 7 & Final
 3. City Council Resolution 2025-077
- 6.5** Approve bid and authorize reconstruction of the Plymouth Ice Center Rear Parking Lot, Culvert Extension and Trail (SRP202201)
 1. Site Layout
 2. Recommendation Letter
 3. Bid Tab Summary
 4. City Council Resolution 2025-078
- 6.6** Approve final closeout for the Pineview Lane and Plum Tree East Rehabilitation Project (ST229002)
 1. Location Map
 2. Payment 4 & Final
 3. City Council Resolution 2025-079
- 6.7** Approve resolution supporting grant application for funding for parcel acquisition through the State Outdoor Recreation Grant
 1. City Council Resolution 2025-080
- 6.8** Approve acquisition of easements for the 2024 Sanitary Sewer Lining and Maintenance Project (SS249001)
 1. Project Location Map
 2. Easement Location Map
 3. Easement Document - Access
 4. Easement Document - Access, Drainage, & Utility
 5. City Council Resolution 2025-081
- 6.9** Approve contract for elevator modernization at Plymouth Towne Square
 1. Morcon Construction bid
 2. City Council Resolution 2025-082
- 6.10** Approve Cooperative Agreement for the MnDOT Highway 169 and Shelard Parkway Improvements
 1. Location Map
 2. Agreement
 3. City Council Resolution 2025-083

7. PUBLIC HEARINGS

8. GENERAL BUSINESS

8.1 Zoning ordinance text amendment request to add tobacco or e-cigarette shops as a permitted use within the C-3, highway commercial zoning district (Hietham Zemam - 2025001)

1. Minutes
2. Planning Commission Staff Report
3. Section 21465 - C-3 Highway Commercial
4. Zoning Map - C-2 C-3 and C-4 Properties
5. Zoning Map - C-3 Properties
6. Application
7. ZOTA Responses
8. (Tabled to April 22) Ordinance
9. (Tabled to April 22) Resolution - Findings of Fact
10. (Tabled to April 22) Resolution - Summary Publication

9. REPORTS AND STAFF RECOMMENDATIONS

10. ADJOURNMENT

To: Dave Callister, City Manager

Prepared by: Emilie Kastner, Communications Manager

Reviewed by: Maria Solano, Deputy City Manager

Item: **Presentation from CCX Media**

1. Action Requested:

Receive presentation from CCX Media.

2. Background:

CCX Media Executive Director Shannon Slatton will share an update with the City Council, including an overview of CCX Media and information about the organization's funding challenges.

For background, the City of Plymouth is a member of the Northwest Suburbs Cable Communications Commission, a nine-member joint powers commission formed in 1981 that operates CCX Media. Member cities include Brooklyn Center, Brooklyn Park, Crystal, Golden Valley, Maple Grove, New Hope, Osseo, Plymouth and Robbinsdale.

CCX Media provides hyperlocal coverage of member cities' news, community events, high school sports and government meetings – which larger metro area media affiliates typically will not cover. Content produced by CCX Media is available just about everywhere for free – website, mobile apps/video streaming services, three cable TV channels, YouTube and a variety of other social media platforms.

CCX Media is funded through franchise fee and PEG (public, educational and governmental) fee revenues generated through franchise agreements with cable providers that allow them to operate in the public rights-of-way. The 40-year funding stream for community television using cable franchise fees and PEG fees is in decline as more subscribers cut the cord on cable programming in favor of streaming services. Because of this, CCX Media is working with state lawmakers to modernize the funding model to allow franchising authorities to collect fees from companies using the public

rights-of-way for digital/video streaming services.

3. Budget Impact:

N/A

4. Attachments:

1. CCX Media 2024 Annual Report
2. CCX Media Funding Information



MEDIA ANNUAL REPORT 2024

CONNECTED COMMUNITY EXPERIENCE

NEWS
SPORTS
CITIES
CREATE

BROOKLYN CENTER
BROOKLYN PARK
CRYSTAL
GOLDEN VALLEY
MAPLE GROVE
NEW HOPE
OSSEO
PLYMOUTH
ROBBINSDALE

AT CCX MEDIA, WE BELIEVE . . .

Dear Friend of CCX Media,

Each year, the annual report gives us an opportunity to reflect on our successes and the moments that challenged us over the past year.

This year, CCX Media shined by providing **truly unique programming** to residents of the northwest suburbs that is both enriching and award-winning. Our stories are available via cable television, streaming apps like Roku and Amazon Prime, our website and social media, all with no paywalls.

During big election years like 2024, CCX Media takes on the role of a traffic conductor, directing voters to aggregated candidate information so they can be informed at the polls. We worked with the League of Women Voters to facilitate and disseminate forums, and we also provided candidates the opportunity to record their own message. Finally, we streamed local results live on election night and published stories on local races.

The content that we create matters, but the advocacy that we do matters too. We facilitate phone calls weekly from cable customers asking for help on a variety of issues related to their cable subscription. We have worked with our franchise partners to meet consumers' needs and help solve problems.

As viewers' habits change and people cut the cord on cable television, CCX Media has worked legislatively to promote measures that would help provide meaningful revenue and protect community television. We also shared our voice at the state legislature to talk about the work we do in promoting government transparency and truly local programming, protecting public rights-of-way, and touting our consumer advocacy efforts.

Our work is not done! As we head into 2025, we are resolved to continue serving our communities with honesty, professionalism, and integrity while adapting to the ever-changing media landscape.

We appreciate your support every step of the way.



SHANNON SLATTON SCHWARTZ
Executive Director



BILL BLONIGAN
Chair, Northwest
Suburbs Cable
Communications
Commission



DR. MARK SCHULZ
President,
CCX Media
Board of
Directors

WE CREATE LOCAL CONTENT.
WE HELP OTHERS CREATE LOCAL CONTENT.
WE SHARE LOCAL CONTENT.

CONSUMER ADVOCACY

As the Cable Commission, staff field calls from Comcast customers in our nine-city area and then work with customer relations to advocate for consumers. **77 complaints were submitted in 2024.**

Complaints range from exposed cable lines across driveways to disconnecting internet, from stopping charges on a deceased spouse's account to not being able to reach a live agent. One customer who called commented,

"You filed a report with my concerns with Comcast Xfinity and I'm calling to say thank you because they got right to work on it . . . You guys got the ball rolling right away and I am so grateful."

PRESIDENTIAL MEDALLION

CCX Media accepted the **North Hennepin Community College (NHCC) Presidential Medallion Award** for its work in the community at an event in 2024.

(L TO R) **NHCC PRESIDENT DR. ROLANDO GARCIA WITH CCX MEDIA STAFF AND BOARD MEMBERS** DAVE KISER, DARRYL SANNES, JOHN JACOBSON, SHANNON SLATTON SCHWARTZ, MIKE OSTAFFE, DR. MARK SCHULZ, CAROL MORRIS, AND BOB WOODS.



PHOTO CREDIT: SARA BARRERA, NORTH HENNEPIN COMMUNITY COLLEGE

NWSCCC MEMBERS 2024

NORTHWEST SUBURBS CABLE
COMMUNICATIONS COMMISSION

BROOKLYN CENTER

Kris Lawrence-
Anderson
Darryl Sannes

BROOKLYN PARK

Risikat Adesaogun
Hasit Parmar

CRYSTAL

Adam Bell
Traci Kamish

GOLDEN VALLEY

Roger Bergman
Sophia Ginis
THROUGH MAY 2024
Maurice Harris
SINCE MAY 2024

MAPLE GROVE

Judy Hanson
Al Madsen
THROUGH JUNE 2024
Carol Morris
SINCE JULY 2024

NEW HOPE

Andy HOFFE
Beth Kramer

OSSEO

Riley Grams
THROUGH APRIL
2024

Shane Mikkelsen

SINCE MAY 2024
Dr. Mark Schulz

PLYMOUTH

Emilie Kastner
Jim Willis

ROBBINSDALE

Bill Blonigan
Aaron Wagner
SINCE FEBRUARY
2024

NWSCCC EXECUTIVE COMMITTEE

CHAIR
Al Madsen through
June 2024
VICE CHAIR
Bill Blonigan
SECRETARY
Darryl Sannes
TREASURER
Riley Grams through
April 2024
Adam Bell since May
2024
AT LARGE
Judy Hanson
Dr. Mark Schulz
Jim Willis

CCX MEDIA

BOARD OF DIRECTOR MEMBERS 2024

BROOKLYN CENTER

Vacant

BROOKLYN PARK

Risikat Adesaogun

CRYSTAL

Adam Bell

GOLDEN VALLEY

Cheryl Weiler

MAPLE GROVE

Al Madsen
THROUGH JUNE 2024
Carol Morris
SINCE JULY 2024

NEW HOPE

Beth Kramer

OSSEO

Riley Grams
THROUGH APRIL 2024
Shane Mikkelsen
SINCE MAY 2024

PLYMOUTH

Emilie Kastner

ROBBINSDALE

Tim Sandvik

AT LARGE

Joanie Clausen
THROUGH FEBRUARY
2024

Mike Ostaffe
SINCE SEPTEMBER
2024

Giannina Posner
THROUGH JULY 2024

Darryl Sannes
Dr. Mark Schulz
Bob Woods
SINCE MAY 2024

CREATE

Eric Margolis
Kevin Vandenberg

BOARD EXECUTIVE COMMITTEE

AS OF DECEMBER 31, 2024
PRESIDENT
Dr. Mark Schulz
VICE PRESIDENT
Vacant
SECRETARY
Darryl Sannes
TREASURER
Tim Sandvik
AT LARGE
Adam Bell
Eric Margolis

A CONNECTED COMMUNITY IS THE BEST COMMUNITY.

NEWS WE CREATE LOCAL CONTENT.

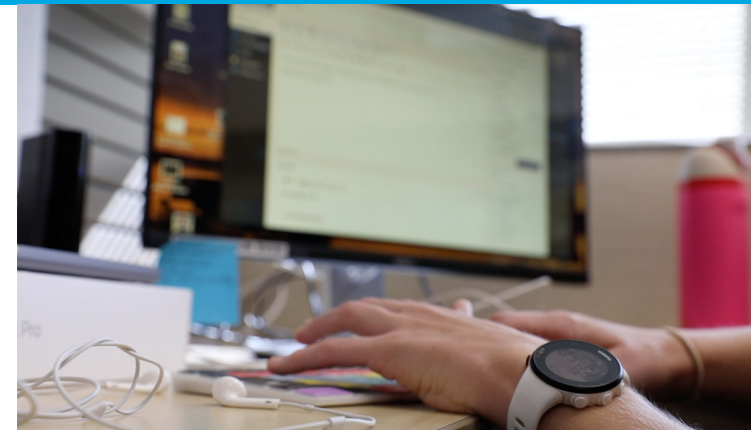
High-quality local news stories that inform and inspire public engagement

CCX Media's news staff has four full-time staff writers to cover what's happening in [cities](#), [schools](#), [businesses](#), and [the arts](#) in our nine-member cities. These news stories are captured on camera by our photography staff to educate and inform residents in a growing suburban news desert. New content is updated on the website and channel at least five times a week.



AWARD-WINNING NEWS COVERAGE

- National Press Photographers Association (NPPA) [Photographer Team Ranked 6th in Central Region](#)
- National Association of Telecommunications Officers and Advisors (NATOA) [Award of Distinction for Videography](#) "The Legacy of the New Hope Ice Arena"
- [First Place, Cable Newscast](#) from Midwest Broadcast Journalists Association
- [Plus nine other awards for stories](#) from the Midwest Broadcast Journalists Association



TOP LOCAL NEWS STORIES

ON WEBSITE

Cub Employee Speaks Out About Brooklyn Park Store's Impending Closure
30,366 VIEWS (September 2024)

ON FACEBOOK

- 1** BAE Systems, a British arms and aerospace manufacturer, plans to build a 248,000 square ft. facility in Maple Grove's former gravel mining area
121,263 ACCOUNTS REACHED
- 2** I-94 'Gap Project' aims to ease traffic congestion near Maple Grove
95,310 ACCOUNTS REACHED
- 3** New Broadway Bar & Pizza with axe throwing coming to Maple Grove
74,412 ACCOUNTS REACHED

ON YOUTUBE

#1 NEWS VIDEO OF 2024
Cub to Close Brooklyn Park South Store
21,861 VIEWS

ELECTIONS: THE LOCAL VOTE 2024

Local non-partisan election information to educate voters



CANDIDATE STATEMENTS

CCX Media provided each candidate on the ballot the opportunity to record a 45-second candidate statement. Voters could access the statements free of charge on YouTube and on our website, ccxmedia.org.

77 candidates recorded statements with an **86** percent participation rate.

- 42 City Council
- 15 School Board
- 4 County
- 15 State Representative
- 1 US Representative



CANDIDATE FORUMS

CCX Media collaborated with local chapters from the League of Women Voters to record and disseminate forums featuring local candidates. People could access forums by watching CCX Media channels through cable television or online.

CCX Cities crews recorded and published **22** forums covering **43** races spread out over **18** dates.



LIVE ELECTION RESULTS

CCX Media streamed live local election results straight from the Secretary of State to our channel and website. News crews reported on results and tracked down candidates for Election Night interviews.

News staff covered **39** local elections or levy referendums with **21** published stories and **a dozen** on-camera interviews.



SPORTS WE CREATE LOCAL CONTENT.

High-quality local sports stories plus full-game high school sports, school event and parade coverage



AWARD-WINNING COVERAGE

- Regional Emmy Award For Events Director Isaac Rice's directing in the Newscast or Live/Recorded Live Program category
- National Association of Telecommunications Officers and Advisors (NATOA) Award of Excellence for a Live Event "State Volleyball Championship New Prague vs. Wayzata"

SPORTS

WINTER 2023-24

Boys & Girls Basketball, Gymnastics, Boys & Girls Hockey, Wrestling

47 regular season*

13 post season

SPRING 2024

Baseball, Boys & Girls Lacrosse, Softball

15 regular season

3 post season

FALL 2024

Football, Boys & Girls Soccer, Volleyball

29 regular season

14 post season

* While all Winter 2023-2024 regular season games are noted, only games occurring in 2024 are included in the total below.

EVENTS

2 College + 2 High School Commencements

4 local parades + 11 dance recitals

2024 TOTAL 120

TOP LOCAL SPORTS STORIES

ON INSTAGRAM

- 1 Remembering Champlin Park Boys Hockey Player Max Akerson
21,739 VIEWS
- 2 Play of the Week: Week of 12/9/24
14,992 VIEWS
- 3 Maple Grove vs. Champlin Park Section Volleyball Final
12,867 VIEWS

ON CHANNEL (CCX1)

- 1 Eden Prairie vs. Maple Grove Football Class 6A 2nd Round 11/1/2024
1,268 VIEWS
- 2 Maple Grove vs. Park Center Boys Basketball Section 5AAAA Final 3/14/2024
1,117 VIEWS
- 3 Maple Grove vs. Champlin Park Volleyball Section 5AAAA Final 10/30/2024
927 VIEWS

ON YOUTUBE

#1 SPORTS VIDEO OF 2024

New Prague vs. Wayzata High School 2023 State Volleyball Championship
45,361 VIEWS



CREDIT: DIGITAL GLOBE



CITIES STORIES

Staff produced and published nearly **300 promotional and informational stories** on channels and social media for our nine member cities. Staff also worked to improve turnaround time to get the stories to cities as quickly as possible, in the form of downloadable files, so city communications staff can use the stories when and where they want.



CITIES MEETINGS

CCX Media staff city meetings for our nine member cities, but also load agendas, index and timestamp each meeting for easy navigation, and schedule meetings to run on the Channel 16s.

In 2024, staff transitioned all cities to new Cablecast software and added closed captioning for meetings with each city’s migration. Technical staff also assisted Robbinsdale in designing and installing new council equipment.

CITY	MEETINGS	VIEWS
Brooklyn Center	24	3,967
Brooklyn Park	51	9,167
Crystal	36	3,853
Golden Valley	42	4,642
Maple Grove	49	11,097
New Hope	27	3,187
Osseo	54	7,368
Plymouth	47	7,075
Robbinsdale	35	4,406
TOTAL	365	54,762

CITIES SPECIAL PROJECTS

Through a partnership with the **Crystal Historical Society**, Crystal’s edition of “Our Town’s Story” rolled out in spring 2024. There were five showings of the production at senior living facilities, churches, and community centers during the year.

COMMUNITY PROGRAMMING

- Mayor’s Minutes **53**
- New Hope Update **51**
- Maple Grove Report **22**
- Miscellaneous **8**



FIRST PUBLIC SHOWING OF **OUR TOWN’S STORY** AT CRYSTAL CITY HALL. LEFT TO RIGHT: TRACI KAMISH, THERESE KISER, TAJI ONESIROSAN, RAY DAHL, DAVID CUMMINGS, MAYOR JIM ADAMS, BURT ORRED, JR., ANN BERGER, CHIEF STEPHANIE REVERING, JOHN SUTTER, ADAM BELL, AND JOHN ELHOLM.

CREATE WE HELP OTHERS CREATE LOCAL CONTENT.

Free training and professional quality facilities and equipment use to create and share original content



TRAINING IN PRODUCTION

CCX Create provides free video production training to community residents, local non-profits, and member cities in order for them to create original videos and podcasts.

CLASSES

- Orientation: **23**
- Studio Production: **19**
- Portable Camera Production: **13**
- Final Cut Editing: **14**
- NEW! - Podcasting: **6**

56 people participated in training in 2024

CREATE ACTION COMMITTEE

The Create Action Committee was formed in 2024 with a mission of enhancing member engagement, recruitment, and outreach.

The committee is comprised of CCX Media Board of Directors members, CCX Create volunteer members, and CCX Media staff.



CREATING ORIGINAL SHOWS

Free use of professional quality studio space and HD equipment is available for residents, nonprofits, and cities to create their own shows of original content. Since the content is created by residents, the focus is local, and all non-commercial.

FACILITIES AND EQUIPMENT

ASSET IN USE	USE COUNT	USE HOURS
Studios A and B	518	1,200
Portable Cameras	80	6,900
Edit Suites	504	2,500
Podcast Room	155	410
TOTALS	1,257	11,010

MEMBER ACTIVITY

Special thanks to the **133** CCX Create members active in 2024. There were a lot of classes taken, shows and podcasts produced and crewed, recorded, edited, and shared...

11,000+ VOLUNTEER HOURS

These hours are testament to their passion to create!



SHARING LOCALLY

After creating their original videos and podcasts, community residents, nonprofits, and cities share content on Comcast cable channels 859 and 20 and on CCX Media's website stream.

PROGRAMS

595 Use CCX Create resources

863 Use other resources (141 by CCX members, 722 by non-members)

1,458 TOTAL PROGRAMS SHARED

AWARD-WINNING LOCAL CONTENT

- Wisconsin Community Media **Best of Midwest Media Fest 2024 Excellence Awards** for CCX Create Tour and Auntie Sharon's Crafts N' More and **Significant Community Program Award** for NW City Politics
- Alliance for Community Media **Hometown Media Awards** for Local Performances, Independent Producer, Baby Blue Arts Presents Holiday Celebration 2023, and for Entertainment & Arts Series, Independent Producer, Cable Hotdish Season 2 Premier

CREATIVE SERVICES

WE HELP OTHERS CREATE LOCAL CONTENT.

High-end custom digital video solutions for cities, nonprofits and clients

Creative Services has found a niche providing for-hire video production assistance to clients in [education](#), [city government](#), [nonprofits](#) and [local business](#). Staff members work directly with clients to facilitate requests and customize each experience to the client's unique needs.

THANKS TO OUR 2024 CLIENTS!

AGILE VIDEO - Golden Valley

ANOKA-HENNEPIN SCHOOL DISTRICT - Anoka

CITY OF BROOKLYN PARK in partnership with CITY OF BROOKLYN CENTER, MN ZEJ ZOG Brooklyn Center, and ISD 279 - OSSEO AREA SCHOOLS Maple Grove

CITY OF MAPLE GROVE

CITY OF PLYMOUTH

FRIENDS OF THE MINNESOTA ORCHESTRA - Minneapolis

HENNEPIN TECHNICAL COLLEGE - Brooklyn Park

LEAGUE OF WOMEN VOTERS OF WAYZATA-PLYMOUTH AREA

LIFEWORX SERVICES, INC. - Richfield

NORTH HENNEPIN COMMUNITY COLLEGE - Brooklyn Park

NORTH MEMORIAL HEALTH - Robbinsdale

NORTH METRO MAYORS ASSOCIATION - St. Louis Park

ROBBINSDALE AREA SCHOOLS (District 281) - New Hope

SENIOR COMMUNITY SERVICES - Minnetonka

SEVEN DREAMS EDUCATION FOUNDATION - Plymouth

SIMONSON'S SALON & SPA - Maple Grove, Plymouth and Coon Rapids

SUPPLEMENTARY ANGLES OF COMMUNITY SERVICE - Golden Valley



21 PROJECTS

\$38,755 Total invoiced 2024 for-hire projects

\$1,845
AVERAGE BUDGET

\$130 - \$8,200
BUDGET RANGE

+\$4,617 In-Kind Trade/Sponsor



DIGITAL MEDIA

WE SHARE LOCAL CONTENT.

Distribution of high-quality local content to multiple platforms for maximum reach

WEBSITE

1.3+
MILLION
VISITORS IN 2024

31,133
Play of the Week
2024 TOTAL PAGE VIEWS

3.2+ MILLION PAGE VIEWS

2.2+ MILLION SESSIONS

INSTAGRAM

ccxsports NEW IN '24
447 POSTS
1,550 FOLLOWERS
762,759 ACCOUNTS
REACHED

X

NEWS
1,496 TWEETS
585,031 IMPRESSIONS
SPORTS
1,205 TWEETS
1,592,657 IMPRESSIONS

EMAIL

Anyone can subscribe to daily and/or weekly email bulletins that include [direct links to videos](#) on our website. These emails can be customized to receive stories from a particular city or school district.

7,552
SUBSCRIBERS

2.3+
MILLION
SENDS

OPENS 857,260 **37%** OPEN RATE
CLICKS 137,499 **5.9%** CLICK RATE

YOUTUBE

4.3+
MILLION
NEWS AND SPORTS
TOTAL VIEWS

NEWS
27,113 TOTAL HOURS
WATCHED
1.4+ MILLION
TOTAL VIEWS
SPORTS
398,210 TOTAL HOURS
WATCHED
2.8+ MILLION
TOTAL VIEWS

FACEBOOK

FOLLOWERS
16,911
332
1,217

PAGE
ccxmedia.org
ccxsportsverified*
NEW
ccxcreate.org

POSTS IN 2024
CCX MEDIA **1,586**
CCX SPORTS **1,024**

CHANNEL (CCX1)

CCX SPORTS
Eden Prairie vs.
Maple Grove Football
Class 6A 2nd Round
November 1, 2024
1,268 VIEWS

2024 COMMENCEMENT CEREMONIES
Hennepin Technical College
North Hennepin Community College
Armstrong, Brooklyn Center, Cooper, Maple Grove,
Osseo, Park Center, Robbinsdale Virtual Academy, and
Wayzata High Schools
3,809 VIEWS

THANK YOU TO THOSE WHO SUPPORT THE WORK OF CCX MEDIA.

Creating, helping others create, and sharing high-quality local content that connects the community.

SPONSORS

PREMIER SPONSOR 2024-25 SPORTS SEASON



SUPPORTING SPONSOR 2024-25 SPORTS SEASON



SPONSOR WINTER 2023-2024 SPORTS SEASON



PLAYOFF GAME & COMMENCEMENT SPONSORS

- The Base Sports Performance, New Hope
- Breck Athletic Department, Golden Valley
- Chanticlear Pizza, Maple Grove
- ElMar's New York Pizza, Plymouth
- Godfather's Pizza, Brooklyn Park
- Maple Grove Boys and Girls Soccer Booster Clubs
- Maple Grove Boys Basketball Boosters
- Maple Grove Boys Hockey Booster Club
- Maple Grove Football Boosters
- Maple Grove Girls Basketball Boosters
- Maple Grove Girls Hockey Booster Club
- Minnesota Select Volleyball Club, Maple Grove
- Park Center Backcourt Club, Brooklyn Park
- Wayzata Athletic Boosters

DONORS INDIVIDUAL DONATIONS TO CCX MEDIA

Cindy Almsted
Anonymous (1)
Bonnie Bolash
Rachel Braaten
Pastor Tom Brock, The
Pastor's Study
Alicia Cameron
Patricia Campbell
Debra Daberkow-Wright
Marcia Glick

Fatema Haji-Taki
Will Kenny
Andrea Keys
Mary Lahaie
Lisa Lambert
Eric Margolis
Joe Monroe
Barbara Rau
Darryl Sannes, Medtronic
Foundation Volunteer Grant

Adam Michael Schenck
Kathryn Spiczka
John Sutter
Linda Valentine
Kevin Vandenberg
Jodi Voelker
Johnathon White
Bob Woods

VOLUNTEERS

Jose Acuña • Halimat Adeduntan • Amman Al Hyssain • Fred Albright • Jacqui Albright • Clara Armentrout • Joseph Banks • Ms. Pamela Beatty • Stayci Bell • Greg Benecke • Mona Benecke • Pam Blackamoore • Ann Bremer Education Center (5) • Sharon Brooks • Charlie Brose • Annette Bryant • Britt Bublitz • David Carter • Claudia Daml • Raphaella Dawson • Robert Dawson • Neleseh "Nel" Duo • Brook Eddle • Michael Edwards • Dick Erickson • Sean Fahrni • Thomas "Top Gun Tom" Forsberg • Maxwell Gable • Martina "Tiva" Gbollie • Burt Gilkey • Dave Goretski • Emily Green • LaVonda Green • Myron Green • Larry Haapaja • Don Hall • Never Hall • Lashawna Hervey • Renitta Hervey • Eric Howell • Veronica Jacobson • Esau Jasper • Tim "Wax Noir" Johnson • Jordin Kamish • Wendy Kaupp • Ashlee Kephart • Sharon Kephart • Andrea Keys • Richard Klatte • Tom Knisely • Jodee Kulp • Carmen LaChappelle • Marie Mamawo Lahai Vah • Mary Lahaie • Will Leaver • Bruce Lehrer • Ian Levitt • Omar Lewis • Gustavo Mancilla • Eric Margolis • Michael McDaniel, Jr. • Michael McDaniel, Sr. • Cyrus McGee • Demetri McGee • Cynthia McQuade-Brinkman • DeAndre Mills • Elena Mityushina • Jerry Moscowitz • George "Apostle Anatha" Nathaniel III • Paul Natto • Margaret Nutall • Otieno Nyangweso • Elizabeth "Lizzy" Nyoike • Tosin Obembe • Eric Olson • Levi Olson • Gilbert Otoo • Cortez Owens • Sharon Parker • Ilona Parunakova • Marshallleen Patten • Dan Perusse • Brecken Peterson • Diego Posner • Giannina Posner • Miracle Randle • Dan Reiva • Matt Risvold • Ernest Riverson • Joseph Rodriguez • Alisha Santwire • Brayden Sazama • Mark Sazama • Daniel Schaal • Milana Schaal • Adam Schenck • Jacob Senatus • Jude Senatus • Mike Setran • John Severson • Debra Sisneros • Dr. Angel Smith • Kathy Stelmach • Ron Stoffel • Ricky Strehlow • Lois "JCP Jesus Christ Princess" Sudue • Daphne Thomas • Joshua Thomas • Washington Toe • Jesse Towler • Anthony Tunstall • Dr. Patience Turtoe-Sanders • Kevin Vandenberg • Dan Viehman • Yvonne Viehman • Edith Wah • Airrion Williams • Bruce Williams and The "Wood" podcast crew (Kadilo, Ralph, Ryann) • Arminta Cheryl "Jazzy" Wilson • George Wonlon • Karen Wood • Bob Woods • Mike Woods • Greg Young • Tim Zbikowski • Hong "MeiQi" Zhang



WE CREATE LOCAL CONTENT.
WE HELP OTHERS CREATE LOCAL CONTENT.
WE SHARE LOCAL CONTENT.

NEWS



 [ccxmedia.org](https://www.ccxmedia.org)

 [@ccxnews](https://twitter.com/ccxnews)

 [@ccxmediacommunitynews](https://www.youtube.com/@ccxmediacommunitynews)

CCX1

News, Sports, Cities
Stories and Cities Special
Projects
Comcast 799HD/12SD

SPORTS



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 [ccxsports](https://www.instagram.com/ccxsports)

APPS (OTT*) CCX Media

Amazon Fire, Android,
Apple TV, iOS and Roku
* OVER-THE-TOP

CITIES



 [ccxmedia.org](https://www.facebook.com/ccxmedia.org)

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CCX CITY 16s

Cities Meetings and
Cities Stories
Comcast 16SD
HD available on OTT

CREATE



 [ccxcreate.org](https://www.facebook.com/ccxcreate.org)

 [@ccxcreate](https://twitter.com/ccxcreate)

 [@CCXCreate](https://www.youtube.com/@CCXCreate)

 [ccxcreate](https://www.instagram.com/ccxcreate)

CCX CREATE

Comcast 859HD (CCX2)
Comcast 20SD (CCX3)
HD available on OTT

WEB

[ccxmedia.org](https://www.ccxmedia.org)

News, Sports,
Cities, Create

[ccxstudios.com](https://www.ccxstudios.com)

Creative Services

[nwsccl.org](https://www.nwsccl.org)

Northwest Suburbs Cable
Communications Commission

6900 Winnetka Ave N
Brooklyn Park MN 55428
763.533.8196

SERVING THE CITIES OF
BROOKLYN CENTER
BROOKLYN PARK
CRYSTAL
GOLDEN VALLEY
MAPLE GROVE
NEW HOPE
OSSEO
PLYMOUTH
ROBBINSDALE

WE BELIEVE A **CONNECTED** COMMUNITY
IS THE **BEST** COMMUNITY.

COMMUNITY
CONNECTED
EXPERIENCE



FUNDING AND POLICY NEEDED TO SAVE COMMUNITY MEDIA

CCX Media provides comprehensive media services and creates, helps others create and disseminates high-quality local content by serving our communities with honesty, professionalism, and integrity.

► What does CCX Media provide the community?

- 1,250+ news stories published each year
- 660+ sports stories published each year
- 140+ hours of media training to public each year
- 120 live high school games streamed each year
- 39 parades, graduations and events streamed each year
- 3 channels programmed with locally produced content

Also: Access to free studio or podcast space for all residents, stories about businesses, schools, the arts, documentaries about local history, plus interviews with legislators, lawmakers

► What does CCX Media provide local cities?

- 400+ city council meetings recorded annually
- 20+ forums streamed annually during election years
- 365 days a year programming Channel 16s
- 300+ promotional stories about cities each year
- 76+ candidate statements recorded in-studio

Also: Hiring, managing city council crews, troubleshoot city council chambers technical problems, consult with cities on city council revamps, promotion of city events, programs, and more

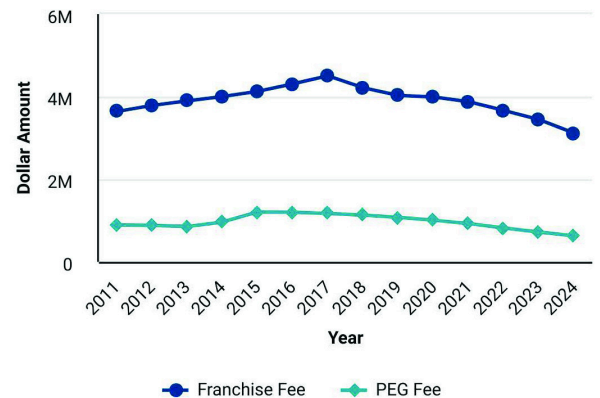


► CCX Media is available just about everywhere - for free

- Website (2 sites)
- Facebook (3 pages)
- Twitter / X (3 accounts)
- Apps/OTT (Amazon Fire, Android, AppleTV, iOS, and Roku)
- YouTube (2 pages)
- Instagram (3 accounts)
- Comcast Channels (12/799, 20/859, nine 16s)

► How is CCX Media funded?

The 40-year funding stream for community television using cable franchise fees and PEG fees is in decline due to a direct impact by cord cutting. Since 2017, CCX Media's revenue has been decreasing. The nonprofit has absorbed more than \$1.8 million in lost revenue by cutting positions and cutting back expenses as well as bringing in additional revenue from sponsorships, production services and online ad sales. But the amount CCX Media can make and still fulfill its mission will not replace what will be lost.



► Efforts to modernize funding model

CCX Media has worked legislatively to promote measures that would help provide meaningful revenue and protect community television.

- Continue to protect franchise fees on cable television service still in public right-of-way
- Impose a modest fee on companies using the public right-of-way for delivery of digital/video streaming services collected by local city authority with allocation to community television stations
- Budget a state general fund line item for support of community television stations across the state
- Implement annual funding similar to state support of public radio, public television
- Support digital equity efforts through franchising
- Advocate for changes in federal law, like the Protecting Community Television Act, to codify current community television funding in franchise agreements
- Protect against federal threats to local city authority of public rights of way compensation (HR 3557)

To: Dave Callister, City Manager

Prepared by: Jennifer Tomlinson, Parks and Recreation Director

Reviewed by: Jennifer Tomlinson, Parks and Recreation Director

Item: **Recognize outgoing Volunteer Coordinator Jackie Maas**

1. Action Requested:

Recognize outgoing Volunteer Coordinator Jackie Maas and proclaim April 4, 2025 as Jackie Maas Day.

2. Background:

Jackie Maas has been the full-time volunteer coordinator with the City of Plymouth since 2007 and will be retiring on April 4 after 17 years of dedicated service to the city. In recognition of her years of service and impact on the community, this item proclaims April 4, 2025 as Jackie Maas Day in the City of Plymouth.

3. Budget Impact:

Not applicable.

4. Attachments:

1. Proclamation



PROCLAMATION

WHEREAS, Jackie Maas began her volunteer journey with the City of Plymouth in 1998, as a city volunteer in the gardening group working with the city forester and was later hired as the city's second full-time volunteer coordinator on June 25, 2007; and

WHEREAS, Jackie has overseen countless volunteer opportunities, including farmers markets, special events, adopting parks, native plant garden club, and more during her 17 years of service as the volunteer coordinator; and

WHEREAS, since 2007, thousands of volunteers have logged nearly 450,000 hours of service with the City of Plymouth; and

WHEREAS, when adjusted for inflation, the estimated in-kind value of volunteer service hours since 2007 is more than \$16.4 million; and

WHEREAS, during the pandemic, when the capabilities of the volunteer program became limited, Jackie pivoted her role to act as tree inspector for the city; and

WHEREAS, Jackie diligently tracks, organizes and tallies the annual impacts that city volunteers have made on the community – highlighting and emphasizing their work; and

WHEREAS, Jackie has built lasting and meaningful relationships with volunteers and has served as a friendly ambassador of the city to many.

NOW, THEREFORE, BE IT HEREBY RESOLVED that I proclaim April 4, 2025 as

Jackie Maas Day

in the City of Plymouth and ask all to recognize the impact of Jackie's 17 years of service on the employees, volunteers and residents of the City of Plymouth.

Mayor Jeffry Wosje



To: Dave Callister, City Manager

Prepared by: Jodi Gallup, City Clerk

Reviewed by: Maria Solano, Deputy City Manager

Item: **Adopt proposed minutes**

1. Action Requested:

Adopt proposed City Council minutes.

2. Background:

Not Applicable.

3. Budget Impact:

Not Applicable.

4. Attachments:

1. February 25 Regular

Proposed Minutes Regular City Council Meeting February 25, 2025

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

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

COUNCIL ABSENT: None.

STAFF PRESENT: City Manager Callister, Deputy City Manager Solano, Public Safety Director Fadden, Fire Chief Coppa, Public Works Director Thompson, Community and Economic Development Director Fernelius, Parks and Recreation Director Tomlinson, Finance Director Rich, Human Resources Director Timpone, Deputy Public Works Director/City Engineer Payne, Assistant City Engineer Shamla, Engineering Project Manager Miller, Water Resources Supervisor Scharenbroich, Housing Manager Schmidt, Recreation Manager Hemp, City Attorney Mattick, Management Intern Nissen, and City Clerk/Administrative Coordinator Gallup.

Plymouth Forum

Stacy Paulsen, 14650 13th Avenue North, expressed her concern about the effects of federal cuts on the City of Plymouth.

Presentations and Public Information Announcements

(4.1) Recognize outgoing board members

Mayor Wosje recognized and presented outgoing board members with a certificate.

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

Housing and Redevelopment Authority Chair James Williams shared the 2025 preliminary work plan.

Planning Commission Vice Chair Marc Anderson presented the commission's purpose and the 2025 priorities.

Environmental Quality Committee Chair Rob Blakely shared ongoing initiatives for 2025 and quarterly priorities.

Destination Marketing Organization Advisory Board Chair Tim Naumann shared the organization's purpose and 2025 work plan.

Park and Recreation Advisory Commission Chair Hannah Wegner presented quarterly plans for 2025.

Approval of Agenda

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

Consent Agenda

Councilmember Pointner requested item No. 6.3 be removed from the Consent Agenda and placed under General Business as item No. 8.3.

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

- (6.1)** Council minutes from special meeting of February 6, 7, and 11, and regular meeting of February 11, 2025.
- (6.2)** Resolution approving disbursements ending February 14, 2025 (Res2025-056).
- (6.3)** (This item was removed from the Consent Agenda and placed under General Business as item No. 8.3).
- (6.4)** Resolution approving plans and specifications and ordering advertisement for bids for the Hamel Road Extension Project (ST170002) (Res2025-057).
- (6.5)** Resolution designating consulting engineer for the 2026 Street Reconstruction Project (ST269001) (Res2025-058).
- (6.6)** Resolution designating consulting engineer for the 2026 Street Rehabilitation Project (ST269002) (Res2025-059).
- (6.7)** Resolution approving a variance for Spencer and Erin Merchant for property located at 2730 Holly Lane (2024038) (Res2025-060).
- (6.8)** Resolution approving agreement with Union Pacific Railroad Company for the Station 73 Transit and Regional Improvement Program (TRIP) (ST230003) (Res2025-061).
- (6.9)** Resolution designating consulting engineers for the 2025 right-of-way fiber optic field representative work (ENG24001) (Res2025-062).
- (6.10)** Continue the consideration of a Comprehensive Plan Amendment and Transportation Plan Amendment.

(6.11) Approve the 2025 Work Plans and Advisory Board officer appointments for the Planning Commission, Environmental Quality Committee, Housing and Redevelopment Authority, Destination Marketing Organization Advisory Board, and Park and Recreation Advisory Commission.

(6.12) Resolution approving purchase of Lenovo Azure Local Solution (Res2025-063).

(6.13) Resolution authorizing the Plymouth Police Department to enter into an agreement with Flock Group Inc. for automated license plate reader technology (Res2025-064).

Public Hearings

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

Deputy Public Works Director/City Engineer Payne presented this item and described the existing street conditions and the proposed improvements, funding, and costs. He also explained the assessment policy and showed the assessment fee for the direct and indirect properties. He shared the outreach and communications with residents and stated construction is projected to begin in spring or early summer 2025 with final restoration and pavement lift to be completed in spring or early summer 2026.

In response to questions from the City Council, Deputy Public Works Director/City Engineer Payne provided the following information:

- Turnout at public meetings has been generally well-attended
- More details regarding the water basin will be given at the project open-house
- The appraiser determines the typical benefit for an average household and uses this information to create an assessment cost

Mayor Wosje opened the public hearing.

Paul Kopecky, 17720 13th Ave North, inquired about an itemized list of assessment costs, tree removal policy and procedure, and mail delivery.

Laura Ness, 1015 Peony Lane North, suggested a study to determine the effects of the water basin on the ponds behind it.

Kelly Riebe, 17810 13th Avenue North, inquired about correcting the low spot on 13th Avenue North, payment options and alternatives, and asked if the addition of street lights was considered with this project.

Mayor Wosje closed the public hearing.

In response to questions from residents, Deputy Public Works Director/City Engineer Payne and City Attorney Mattick provided the following information:

- Estimated assessment costs are in the agenda packet and if approved, further detailed costs will be mailed out
- A resident is unable to change from an annual payment to a deferral within the life of the property

- Seniors can take a deferral and then change to a payment process
- Tree marking is completed by city staff while tree removal is completed by the contractor
- Ponding behind the water basin will be drained into the county drainage system when possible
- Streetlights are not part of this project but could be added and assessed if desired by the neighborhood
- Mailboxes will be moved to a non-construction area and reinstalled when construction is complete

City Attorney Mattick noted that the ordering of improvements resolution requires a 6/7 vote and the ordering of assessments requires a 4/7 vote. New council members will be briefed on the history and details of the assessment policy.

Motion was made by Councilmember Gregor, and seconded by Councilmember Nelson, to adopt Resolution ordering improvement for the Frick's Garden Street Reconstruction Project (ST259001) (Res2025-065). With all members voting in favor, the motion carried.

Motion was made by Councilmember Gregor, and seconded by Councilmember Aldrich, to adopt Resolution adopting assessments for the Frick's Garden Street Reconstruction Project (ST259001) (Res2025-066). With Mayor Wosje and Councilmembers Spoonheim, Gregor, Peterson, Aldrich, and Nelson voting in favor, and Councilmember Pointner voting against, the motion carried 6-1.

Motion was made by Councilmember Gregor, and seconded by Councilmember Peterson, to adopt Resolution awarding contract and approving supplemental agreement for the Frick's Garden Street Reconstruction Project (ST259001) (Res2025-067). With all members voting in favor, the motion carried.

General Business

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

Housing Manager Schmidt presented this item and noted staff is working with Hennepin County on the 4d tax class rate of 0.25% versus the regular rental class rate of 1.25%. The reduced class tax rental rate would remain with the property for the grant length of 30 years. Staff is requesting city council grant approval to work with Hennepin County.

Asher Gavzy, 13315 54th Avenue North, expressed his excitement for this new project and is looking forward to working with the city.

Motion was made by Councilmember Spoonheim, and seconded by Councilmember Gregor, to adopt Resolution granting approval to the Hennepin County Housing and Redevelopment Authority to provide a direct contribution and file an affordability covenant on Lakeview Commons PID Number 28-118-22-31-0011 (Res2025-068). With all members voting in favor, the motion carried.

(8.2) Approve TIF assistance package for Roers Companies at The Boulevard

Community and Economic Development Director Fernelius and Ehlers Financial Advisor Stacie Kvilvang presented this item.

Ehlers Financial Advisor Kvilvang provided a brief history of the project and noted it will generate approximately \$25.3 million over the next 26 years.

Ehlers Financial Advisor Kvilvang described buildings one, two, and four, noting building three is waiting on bond approval and will not add the separate TIF agreements. She provided an affordability requirement timeline for buildings one, two, and four. She described the affordability requirements for building one, stating that 42 units must remain affordable and dispersed among unit types at 60% area median income for 26 years. She noted the TIF agreement requires annual reporting to the city beginning April 2028.

City Attorney Mattick stated the TIF agreements are expected to follow all state and federal laws and any violation of these laws will be covered by the agreement.

City Council briefly discussed concerns regarding the newly proposed look of the plaza, potential senior housing with the project, and the potential of additional retail shops.

Motion was made by Councilmember Pointner, and seconded by Councilmember Gregor, to adopt Resolution approving and authorizing execution of three development agreements and related documents (Res2025-069). With all members voting in favor, the motion carried.

(8.3) Order and receive preliminary engineering report, order and approve plans and specifications, call for public hearing, order advertisement for bids, declare costs to be assessed, order preparation of proposed assessments, and set public improvement and assessment hearings for the 2025 Street Rehabilitation Project (ST259002) (Previously item No. 6.3)

Council Member Pointner requested this item be pulled to discuss the potential assessment policy alternatives and request separate motions for each resolution.

Motion was made by Councilmember Gregor, and seconded by Councilmember Peterson, to adopt Resolution ordering preliminary engineering report for the 2025 Street Rehabilitation Project (ST259002) (Res2025-070). With all members voting in favor, the motion carried.

Motion was made by Councilmember Gregor, and seconded by Councilmember Peterson, to adopt Resolution receiving preliminary engineering report, ordering preparation of plans and specifications, and calling for a public hearing for the 2025 Street Rehabilitation Project (ST259002) (Res2025-071). With all members voting in favor, the motion carried.

Motion was made by Councilmember Gregor, and seconded by Councilmember Peterson, to adopt Resolution approving plans and specifications and ordering advertisement for bids for the 2025 Street Rehabilitation Project (ST259002) (Res2025-072). With all members voting in favor, the motion carried.

Motion was made by Councilmember Gregor, and seconded by Councilmember Peterson, to adopt Resolution declaring cost to be assessed, and ordering preparation of proposed assessment for the 2025 Street Rehabilitation Project (ST259002) (Res2025-073). With Mayor Wosje and Councilmembers Spoonheim, Gregor, Peterson, Aldrich, and Nelson voting in favor, and Councilmember Pointner voting against, the motion carried 6-1.

Motion was made by Councilmember Gregor, and seconded by Councilmember Peterson, to adopt Resolution calling for hearing on proposed assessment for the 2025 Street Rehabilitation Project (ST259002) (Res2025-074). With all members voting in favor, the motion carried.

Reports and Staff Recommendations

There were no reports or staff recommendations.

Adjournment

Mayor Wosje adjourned the regular meeting at 8:50 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 2/28/2025.

3. Budget Impact:

NA

4. Attachments:

1. Invoice Expense Distribution
2. City Council Resolution 2025-075

Invoice Expense Distribution for Period Ended 2/28/25 Council Meeting 3/13/25

FUND	100	General Fund	317,725.08
	200	Recreation Fund	50,307.74
	210	Parker's Lake Cemetery Maint	0.00
	215	Destination Marketing Org Fund	18,473.96
	220	Transit System Fund	0.00
	234	Economic Development Fund	0.00
	240	Lawful Gambling	0.00
	250	Comm Dev Block Grant Fund	0.00
	254	HRA Section 8 Fund	0.00
	254	HAP Check Summary	16,274.00
	258	HRA General Fund	586.50
	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	0.00
	401	Minnesota State Aid Fund	0.00
	404	Community Improvement	0.00
	405	Park Replacement Fund	229.45
	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	169,503.61
	417	Project Warranty Repairs	0.00
	418	Utility Trunk System Expansion	0.00
	420	Water Sewer Construction	0.00
	421	ENT-Water Resources Constrctn	0.00
	422	TIF 7-4 PTP Construction	0.00
	423	TIF 7-5 Rottlund (Const)	0.00
	424	TIF 7-6 Berkshire	0.00
	425	TIF Housing Assistance Program	0.00
	426	TIF 7-7 Stonecreek	0.00
	427	TIF 1-1 Shops at Plymth Crk	0.00
	428	TIF 1-2 Vicksburg Commons	0.00
	429	TIF HRA 1-3 Crossroads Station	0.00
	432	TIF 7-8 Quest	0.00
	433	TIF 7-9 Four Seasons	0.00
	434	TIF 7-10 Sands	0.00
	435	Plymouth Creek Center Expansion	0.00
	436	Doran Bassett Creek	0.00
	437	CON - Fire Stations	0.00
	438	TIF 7-12-Prudential/Blvd	7,200.00
	500	Water Fund	83,748.24
	510	Water Resources Fund	65,694.96
	520	Sewer Fund	49,907.04
	530	Solid Waste Management Fund	0.00
	540	Ice Center Fund	49,979.69
	550	Field House Fund	3,259.05
	600	Central Equipment Fund	202,928.49
	610	Public Facilities Fund	47,629.73
	620	Information Technology Fund	57,446.90
	630	Risk Management Fund	4,326.29
	640	Employee Benefits Fund	405,004.91
	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:

1,550,225.64

CITY OF PLYMOUTH

RESOLUTION No. 2025-075

RESOLUTION APPROVING DISBURSEMENTS ENDING FEBRUARY 28, 2025

WHEREAS, a list of disbursements for the period ending February 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	\$ 386,506.78
Construction & Debt Service	\$ 176,933.06
Enterprise & Internal Service	\$ 969,925.30
Housing Redevelopment	<u>\$ 586.50</u>
Check Register Total	\$ 1,533,951.64

US Bank – Housing Assistance Payments

Housing & Redevelopment Authority	<u>\$ 16,274.00</u>
	\$ 16,274.00

GRAND TOTAL FOR ALL FUNDS \$ 1,550,225.64

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

EFT	235,479.96
Check (#173314-173556)	1,298,471.68
Total	\$ 1,533,951.64

APPROVED by the City Council on this 13th day of March, 2025.

To: Dave Callister, City Manager

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

Reviewed by: Michael Thompson, Public Works Director

Item: **Approve final closeout for the 2023 City Center Pavement Rehabilitation Project (ST230001)**

1. Action Requested:

Adopt attached resolution approving final closeout for the 2023 City Center Pavement Rehabilitation Project (ST230001).

2. Background:

This project rehabilitated roadways in the city center area including 37th Avenue, 36th Avenue, 35th Avenue, and 34th Avenue. Improvements with the project included mill and overlay of roadways, full depth pavement reclamation, replacement of concrete curb and gutter in poor condition, trail and pedestrian improvements, and utility improvements. Work on the project has been completed and certified as meeting project specifications by the city engineer. Any warranty items that arise will be completed as necessary throughout the remainder of the two-year warranty period.

3. Budget Impact:

Council previously approved a budget of \$2,641,625.14 for this project. At project completion, the total project cost was \$2,426,539.90 which includes the improvements (\$1,980,619.55) and engineering and administration (\$445,920.35). The project is funded from the Street Reconstruction Fund (\$900,000), special assessments (\$417,070.09), the Park Replacement Fund (\$394,873.17), the Municipal State Aid (MSA) Fund (\$238,304.64), the Water Fund (\$235,342.52), the Water Resources Fund (\$130,253.04), the Park Dedication Fund (\$88,291.05), and the Sewer Fund (\$22,405.39).

4. Attachments:

1. Location Map
2. Payment 7 & Final
3. City Council Resolution 2025-076





**2023 City Center Pavement Rehabilitation
Pay Voucher 7 - Final**

City of Plymouth	Asphalt Surface Technologies Corp
Project #: ST230001	PO Box 1025
PO #: 2023-642	St. Cloud, MN 56302

Original Contract Amount:	\$	2,101,477.40
Contract Changes:	\$	29,049.56
Revised Contract Amount:	\$	2,130,526.96

Value Completed to Date:	\$	1,980,619.55
Material on Hand:	\$	-
Amount Earned:	\$	1,980,619.55
Less Retainage: 0%	\$	-
Less Liquidated Damages:	\$	-
Sub-Total:	\$	1,980,619.55
Less Amount Paid Previously:	\$	1,921,080.27
Amount Due This Pay Voucher:	\$	59,539.28
Percent Complete		94.25%

Payment Summary:

PV #	Up Through Date	Work Certified Via PV	Retainage in PV	Amount Paid in PV
1	5/31/2023	\$ 427,581.98	\$ 21,379.10	\$ 406,202.88
2	6/30/2023	\$ 437,565.90	\$ 21,878.29	\$ 415,687.61
3	7/31/2023	\$ 330,873.01	\$ 16,543.65	\$ 314,329.36
4	8/31/2023	\$ 556,534.00	\$ 27,826.70	\$ 528,707.30
5	9/30/2023	\$ 171,906.69	\$ 8,595.34	\$ 163,311.35
6	11/30/2023	\$ 35,824.41	\$ 716.49	\$ 35,107.92
Retainage Adjustment			\$ (57,733.85)	\$ 57,733.85
7	6/30/2024	\$ 20,333.56	\$ -	\$ 20,333.56
Retainage Adjustment			\$ (39,205.72)	\$ 39,205.72
		\$ 1,980,619.55	\$ (0.00)	\$ 1,980,619.55

This is to certify that the items of work shown in this Pay Voucher have been actually furnished and installed for the above referenced project and in accordance with the contract plans and specifications. Further the contractor and owner confirm that work completed to date is accurate and complete as of this Pay Voucher.

Recommended for Approval (ENGINEER)

By: Nick Amatore

Date: 8-1-2024

Approved By: (CONTRACTOR)

By: [Signature]

Date: 8/12/2024

Approved By: (OWNER)

By: [Signature] 7849

Date: 1/28/2025



2023 CITY CENTER PAVEMENT REHABILITATION PROJECT

City Project No. ST230001
0T1.128224

Pay Voucher No. 7 - Final
Period: 12-01-2023 to 6-30-2024

ITEM NO.	MNDOT NO.	DESCRIPTION	UNIT	BID UNIT PRICE	CONTRACT QUANTITY	QUANTITY THIS PERIOD	VALUE THIS PERIOD	QUANTITY TO DATE	VALUE TO DATE
BASE BID									
1	2021.501	MOBILIZATION	LUMP SUM	120000	1.00		\$ -	1.00	\$ 120,000.00
2	2104.502	CLEARING	EACH	\$ 1,100.00	1		\$ -	1.00	\$ 1,100.00
3	2104.502	GRUBBING	EACH	\$ 1,100.00	1		\$ -	1.00	\$ 1,100.00
4	2104.502	REMOVE DRAINAGE STRUCTURE	EACH	\$ 1,100.00	5		\$ -	5.00	\$ 5,500.00
5	2104.502	REMOVE HYDRANT	EACH	\$ 880.00	5		\$ -	4.00	\$ 3,520.00
6	2104.502	REMOVE SIGN POST	EACH	\$ 27.50	38	1	\$ 27.50	6.00	\$ 165.00
7	2104.502	SALVAGE SIGN PANEL	EACH	\$ 27.50	54		\$ -	12.00	\$ 330.00
8	2104.502	REMOVE LIMESTONE WALL	LIN FT	\$ 27.50	94		\$ -	94.00	\$ 2,585.00
9	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$ 4.50	64		\$ -	181.00	\$ 814.50
10	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$ 4.00	2,929		\$ -	2,566.00	\$ 10,264.00
11	2104.503	REMOVE CURB AND GUTTER	LIN FT	\$ 7.70	7,135		\$ -	6,674.00	\$ 51,389.80
12	2104.503	REMOVE WATERMAIN	LIN FT	\$ 13.20	98		\$ -	67.00	\$ 884.40
13	2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	\$ 13.20	194		\$ -	190.00	\$ 2,508.00
14	2104.518	REMOVE BITUMINOUS WALK	SQ FT	\$ 4.51	107		\$ -	324.00	\$ 1,461.24
15	2104.518	REMOVE CONCRETE WALK	SQ FT	\$ 1.54	21,027		\$ -	23,264.00	\$ 35,826.56
16	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$ 24.75	729		\$ -	847.00	\$ 20,963.25
17	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	\$ 16.17	532		\$ -	556.00	\$ 8,990.52
18	2104.504	REMOVE BITUMINOUS PAVEMENT (STREET)	SQ YD	\$ 5.17	4,231		\$ -	1,243.00	\$ 6,426.31
19	2104.518	REMOVE CONCRETE MEDIAN	SQ FT	\$ 3.30	2,654		\$ -	3,066.00	\$ 10,117.80
20	2105.507	PLANT BED PREP	SQ YD	\$ 11.00	700		\$ -	700.00	\$ 7,700.00
21	2112.604	SUBGRADE PREPARATION	SQ YD	\$ 1.10	11,019		\$ -	10,591.00	\$ 11,650.10
22	2215.504	RECLAIM BITUMINOUS PAVEMENT (8")	SQ YD	\$ 6.60	3,772		\$ -	1,875.00	\$ 12,375.00
23	2215.504	RECLAIM BITUMINOUS PAVEMENT (12")	SQ YD	\$ 6.60	7,247		\$ -	9,203.00	\$ 60,739.80
24	2232.504	MILL BITUMINOUS SURFACE (2")	SQ YD	\$ 1.54	21,140		\$ -	21,140.00	\$ 32,555.60
25	2105.607	SUBGRADE EXCAVATION (EV)	CU YD	\$ 33.00	552		\$ -	124.00	\$ 4,092.00
26	2105.607	STABILIZING AGGREGATE (CLASS 5/SALVAGED RECLAIM) (C)	CU YD	\$ 16.50	552		\$ -	144.00	\$ 2,376.00
27	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$ 3.50	2,343		\$ -	2,500.00	\$ 8,750.00
28	2521.518	3" BITUMINOUS WALK	SQ FT	\$ 2.26	25,000		\$ -	22,410.00	\$ 50,646.60
29	2360.504	TYPE SP 12.5 WEARING COURSE (2,B) 3" THICK	SQ YD	\$ 26.51	559		\$ -	357.00	\$ 9,464.07
30	2231.604	BITUMINOUS PATCH SPECIAL (3")	SQ YD	\$ 19.80	3,898		\$ -	2,067.00	\$ 40,926.60
31	2360.509	TYPE SP 12.5 WEARING COURSE (3,B)	TON	\$ 72.49	2,761		\$ -	2,859.00	\$ 207,248.91
32	2360.509	TYPE SP 12.5 WEARING COURSE (3,C)	TON	\$ 87.56	3,066		\$ -	3,044.00	\$ 266,532.64
33	2501.602	CONSTRUCT BULK HEAD	EACH	\$ 935.00	1		\$ -	3.00	\$ 2,805.00
34	2502.603	DRAIN TILE (4" PERF PVC)	LIN FT	\$ 17.60	1,019		\$ -	242.00	\$ 4,259.20
35	2504.601	IRRIGATION SYSTEM	LUMP SUM	\$ 11,000.00	1		\$ -	1.00	\$ 11,000.00
36	2504.602	ADJUST GATE VALVE & BOX	EACH	\$ 392.00	14		\$ -	12.00	\$ 4,704.00
37	2504.602	REPAIR WATER VALVE (REPLACE BOLTS & VALVE BOX)	EACH	\$ 2,288.00	31		\$ -	30.00	\$ 68,640.00
38	2504.602	REPLACE FITTING BOLTS	EACH	\$ 88.00	200		\$ -	145.00	\$ 12,760.00
39	2504.602	HYDRANT	EACH	\$ 7,315.00	5		\$ -	4.00	\$ 29,260.00
40	2504.602	6" GATE VALVE & BOX	EACH	\$ 2,755.50	9		\$ -	7.00	\$ 19,288.50
41	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	\$ 880.00	10		\$ -	15.00	\$ 13,200.00
42	2504.603	6" PVC WATERMAIN	LIN FT	\$ 66.00	78		\$ -	40.00	\$ 2,640.00
43	2504.603	12" PVC WATERMAIN	LIN FT	\$ 126.50	20		\$ -	5.00	\$ 632.50
44	2504.608	DUCTILE IRON FITTINGS	POUNDS	\$ 41.80	750		\$ -	664.00	\$ 27,755.20

ITEM NO.	MNDOT NO.	DESCRIPTION	UNIT	BID UNIT PRICE	CONTRACT QUANTITY	QUANTITY THIS PERIOD	VALUE THIS PERIOD	QUANTITY TO DATE	VALUE TO DATE
45	2503.503	18" RC PIPE SEWER CLASS III	LIN FT	\$ 93.50	173		\$ -	171.00	\$ 15,988.50
46	2503.602	CONNECT TO EXISTING STORM PIPE	EACH	\$ 1,100.00	6		\$ -	5.00	\$ 5,500.00
47	2506.502	CONST DRAINAGE STRUCTURE DESIGN SPECIAL 1 (2X3)	EACH	\$ 2,640.00	1		\$ -	1.00	\$ 2,640.00
48	2506.502	CONST DRAINAGE STRUCTURE DES 48-4020	EACH	\$ 5,720.00	3		\$ -	2.00	\$ 11,440.00
49	2506.502	CONST DRAINAGE STRUCTURE DES 60-4020	EACH	\$ 7,810.00	2		\$ -	2.00	\$ 15,620.00
50	2506.502	CONST DRAINAGE STRUCTURE DES 72-4020	EACH	\$ 10,560.00	1		\$ -	1.00	\$ 10,560.00
51	2506.602	REPAIR STORM STRUCTURE	EACH	\$ 1,078.00	2		\$ -	2.00	\$ 2,156.00
52	2506.502	CASTING ASSEMBLY (STORM)	EACH	\$ 1,100.00	9		\$ -	12.00	\$ 13,200.00
53	2506.602	ADJUST FRAME & RING CASTING (SPECIAL) (STORM)	EACH	\$ 770.00	16		\$ -	9.00	\$ 6,930.00
54	2506.602	ADJUST HANDHOLE	EACH	\$ 2,000.00	1		\$ -	1.00	\$ 2,000.00
55	2506.602	F&I SEALING SYSTEM (SANITARY)	EACH	\$ 1,000.00	20		\$ -	17.00	\$ 17,000.00
56	2511.507	RANDOM RIPRAP CLASS II (LV)	CU YD	\$ 110.00	10		\$ -	7.00	\$ 770.00
57	2521.518	4" CONCRETE WALK	SQ FT	\$ 8.25	3,003		\$ -	7,887.00	\$ 65,067.75
58	2521.518	4" CONCRETE WALK SPECIAL (CHARCOAL CONCRETE)	SQ FT	\$ 12.65	1,921		\$ -	1,566.00	\$ 19,809.90
59	2521.518	6" CONCRETE WALK	SQ FT	\$ 15.18	4,720		\$ -	2,383.00	\$ 36,173.94
60	2521.518	6" CONCRETE MAINTENANCE BAND	SQ FT	\$ 10.78	1,522		\$ -	1,943.00	\$ 20,945.54
61	2411.502	CONCRETE FLUME	EACH	\$ 968.00	1		\$ -	1.00	\$ 968.00
62	2531.503	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	\$ 25.63	7,604		\$ -	6,505.00	\$ 166,723.15
63	2531.504	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$ 130.90	564		\$ -	623.00	\$ 81,550.70
64	2531.604	8" CONCRETE VALLEY GUTTER	SQ YD	\$ 111.65	103		\$ -	174.00	\$ 19,427.10
65	2531.618	TRUNCATED DOMES	SQ FT	\$ 66.00	316		\$ -	324.00	\$ 21,384.00
66	2540.602	STONE BLOCKS 24" X 24" X 24"	EACH	\$ 935.00	4		\$ -	4.00	\$ 3,740.00
67	2540.602	STONE BLOCKS 24"X 24" X 4'	EACH	\$ 1,430.00	5		\$ -	5.00	\$ 7,150.00
68	2563.601	TRAFFIC CONTROL	LUMP SUM	\$ 8,800.00	1.00		\$ -	1.00	\$ 8,800.00
69	2564.602	INSTALL SIGN PANEL	EACH	\$ 55.00	54	-1	\$ (55.00)	12.00	\$ 660.00
70	2564.602	SIGN POST	EACH	\$ 110.00	39	-1	\$ (110.00)	9.00	\$ 990.00
71	2564.618	SIGN PANEL TYPE C	SQ FT	\$ 46.20	17		\$ -	17.00	\$ 785.40
72	2571.502	OVERSTORY TREE 2.5' CAL B&B	EACH	\$ 935.00	5		\$ -	6.00	\$ 5,610.00
73	2571.502	DECIDUOUS SHRUB NO 1 CONT	EACH	\$ 37.40	386		\$ -	390.00	\$ 14,586.00
74	2571.502	DECIDUOUS SHRUB NO 5 CONT	EACH	\$ 58.30	103		\$ -	105.00	\$ 6,121.50
75	2571.502	PERENNIAL NO 1 CONT	EACH	\$ 19.80	805		\$ -	812.00	\$ 16,077.60
76	2571.502	PERENNIAL BULB	EACH	\$ 3.85	300		\$ -	400.00	\$ 1,540.00
77	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$ 250.00	58		\$ -	58.00	\$ 14,500.00
78	2573.503	SILT FENCE, TYPE MS	LIN FT	\$ 3.63	284		\$ -		\$ -
79	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	\$ 3.58	339		\$ -	666.00	\$ 2,384.28
80	2574.507	COMMON TOPSOIL BORROW (LV)	CU YD	\$ 50.60	474		\$ -	445.00	\$ 22,517.00
81	2574.507	BOULEVARD TOPSOIL BORROW (PLANTINGS) (LV)	CU YD	\$ 72.60	240		\$ -	124.00	\$ 9,002.40
82	2575.507	MULCH MATERIAL TYPE 6 (3" DEPTH) (CV)	CU YD	\$ 66.00	98		\$ -	90.00	\$ 5,940.00
83	2575.604	HYDROMULCH & SEED	SQ YD	\$ 2.20	5,686		\$ -	4,193.00	\$ 9,224.60
84	2582.503	4" SOLID LINE MULTI COMP	LIN FT	\$ 0.66	7,240		\$ -	7,814.00	\$ 5,157.24
85	2582.503	4" BROKEN LINE MULTI COMP	LIN FT	\$ 0.66	242		\$ -	230.00	\$ 151.80
86	2582.503	24" SOLID LINE MULTI COMP	LIN FT	\$ 11.22	29		\$ -	84.00	\$ 942.48
87	2582.518	PAVT MSSG MULTI COMP	SQ FT	\$ 12.10	62.00		\$ -	123.00	\$ 1,488.30
88	2582.518	CROSSWALK PREFORM THERMOPLASTIC GROUND IN ESR	SQ FT	\$ 13.20	1,056		\$ -	852.00	\$ 11,246.40

BASE BID TOTALS = \$ (137.50) \$ 1,880,417.68

NO.		ITEM - ADD ALTERNATE	UNIT	BID UNIT PRICE	CONTRACT QUANTITY	QUANTITY THIS PERIOD	VALUE THIS PERIOD	QUANTITY TO DATE	VALUE TO DATE
ADD ALTERNATE BID - PLYMOUTH COMMUNITY CENTER WALK									
A.1	2021.501	MOBILIZATION	LUMP SUM	\$ 4,000.00	1.00		\$ -	1.00	\$ 4,000.00
A.2	2104.502	CLEARING	EACH	\$ 550.00	7		\$ -	7.00	\$ 3,850.00

ITEM NO.	MNDOT NO.	DESCRIPTION	UNIT	BID UNIT PRICE	CONTRACT QUANTITY	QUANTITY THIS PERIOD	VALUE THIS PERIOD	QUANTITY TO DATE	VALUE TO DATE
A.3	2104.502	GRUBBING	EACH	\$ 550.00	7		\$ -	7.00	\$ 3,850.00
A.4	2104.502	REMOVE SIGN POST	EACH	\$ 27.50	5		\$ -	6.00	\$ 165.00
A.5	2104.502	SALVAGE SIGN PANEL	EACH	\$ 27.50	5		\$ -	5.00	\$ 137.50
A.6	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$ 4.00	68		\$ -		\$ -
A.7	2104.503	REMOVE CURB AND GUTTER	LIN FT	\$ 15.00	56		\$ -	69.00	\$ 1,035.00
A.8	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$ 22.00	174		\$ -	176.00	\$ 3,872.00
A.9	2105.607	COMMON EXCAVATION (P)	CU YD	\$ 60.50	148		\$ -	148.00	\$ 8,954.00
A.10	2360.504	TYPE SP 9.5 WEARING COURSE (2,B) 3" THICK	SQ YD	\$ 55.00	19		\$ -		\$ -
A.11	2521.518	4" CONCRETE WALK	SQ FT	\$ 7.37	1,606		\$ -	1,494.00	\$ 11,010.78
A.12	2521.518	6" CONCRETE WALK	SQ FT	\$ 16.72	53		\$ -	105.00	\$ 1,755.60
A.13	2521.618	6" CONCRETE WALK SPECIAL (HEATED CONCRETE)	SQ FT	\$ 34.10	178		\$ -	253.00	\$ 8,627.30
A.14	2521.601	CONNECT TO EXISTING CONCRETE HEATING SYSTEM	LUMP SUM	\$ 2,750.00	1.00		\$ -	1.00	\$ 2,750.00
A.15	2531.503	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	\$ 37.40	56		\$ -	69.00	\$ 2,580.60
A.16	2531.618	TRUNCATED DOMES	SQ FT	\$ 66.00	32		\$ -	32.00	\$ 2,112.00
A.17	2563.601	TRAFFIC CONTROL	LUMP SUM	\$ 550.00	1.00		\$ -	1.00	\$ 550.00
A.18	2564.602	INSTALL SIGN PANEL	EACH	\$ 55.00	5	1	\$ 55.00	5.00	\$ 275.00
A.19	2564.602	SIGN POST	EACH	\$ 110.00	5	2	\$ 220.00	6.00	\$ 660.00
A.20	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$ 250.00	2		\$ -	2.00	\$ 500.00
A.21	2574.507	COMMON TOPSOIL BORROW (LV)	CU YD	\$ 50.60	56		\$ -	53.00	\$ 2,681.80
A.22	2575.604	HYDROMULCH & SEED	SQ YD	\$ 3.30	338		\$ -	338.00	\$ 1,115.40
A.23	2504.601	IRRIGATION SYSTEM	LUMP SUM	\$ 10,000.00	1.00		\$ -	1.00	\$ 10,000.00
A.24	2582.518	CROSSWALK PREFORM THERMOPLASTIC GROUND IN ESR	SQ FT	\$ 13.20	120		\$ -	120.00	\$ 1,584.00

ADD ALTERNATE BID - PLYMOUTH COMMUNITY CENTER WALK TOTAL = \$ 275.00 \$ 72,065.98

ITEM NO.	MNDOT NO.	DESCRIPTION	UNIT	CHANGE ORDER UNIT PRICE	CHANGE ORDER QUANTITY	QUANTITY THIS PERIOD	VALUE THIS PERIOD	QUANTITY TO DATE	VALUE TO DATE
CHANGE ORDER 1									
2109		GEOTEXTILE FABRIC TYPE 5	SQ YD	\$ 1.78	1,000		\$ -	486.70	\$ 866.33

CHANGE ORDER 1 TOTAL = \$ - \$ 866.33

ITEM NO.	MNDOT NO.	DESCRIPTION	UNIT	CHANGE ORDER UNIT PRICE	CHANGE ORDER QUANTITY	QUANTITY THIS PERIOD	VALUE THIS PERIOD	QUANTITY TO DATE	VALUE TO DATE
CHANGE ORDER 2									
2109		UTILITY CREW TIME	LUMP SUM	\$ 2,415.00	1.00		\$ -	1.00	\$ 2,415.00

CHANGE ORDER 2 TOTAL = \$ - \$ 2,415.00

ITEM NO.	MNDOT NO.	DESCRIPTION	UNIT	CHANGE ORDER UNIT PRICE	CHANGE ORDER QUANTITY	QUANTITY THIS PERIOD	VALUE THIS PERIOD	QUANTITY TO DATE	VALUE TO DATE
CHANGE ORDER 3									
2109		UTILITY CREW TIME AND MATERIALS	LUMP SUM	\$ 4,658.50	1.00		\$ -	1.00	\$ 4,658.50

CHANGE ORDER 3 TOTAL = \$ - \$ 4,658.50

ITEM NO.	MNDOT NO.	DESCRIPTION	UNIT	CHANGE ORDER UNIT PRICE	CHANGE ORDER QUANTITY	QUANTITY THIS PERIOD	VALUE THIS PERIOD	QUANTITY TO DATE	VALUE TO DATE
CHANGE ORDER 4									
2109		UTILITY CREW TIME AND MATERIALS	LUMP SUM	\$ 20,196.06	1.00	1.00	\$ 20,196.06	1.00	\$ 20,196.06

CHANGE ORDER 4 TOTAL =	\$ 20,196.06	\$ 20,196.06
TOTAL AMOUNT EARNED =	\$ 20,333.56	\$ 1,980,619.55
RETAINAGE WITHHELD (0%) =	\$ -	\$ -
AMOUNT PAID IN PV 7 =	\$ 20,333.56	
RETAINAGE ADJUSTMENT (2% TO 0%) =	\$ 39,205.72	
TOTAL PAYMENT AMOUNT =	\$ 59,539.28	\$ 1,980,619.55

CITY OF PLYMOUTH

RESOLUTION No. 2025-076

RESOLUTION APPROVING FINAL CLOSEOUT FOR THE 2023 CITY CENTER PAVEMENT REHABILITATION PROJECT (ST230001)

WHEREAS, the City of Plymouth as the owner, and Asphalt Surface Technologies Corp. as the contractor, have entered into an agreement for the 2023 City Center Pavement Rehabilitation Project. Said agreement was approved by the City Council on April 11, 2023; and

WHEREAS, the City Engineer has certified his acceptance of the work and his approval of the request for final payment.

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

1. That the original contract amount between the owner and the contractor was \$2,101,477.40, the revised contract amount was \$2,130,526.96, and the final contract amount is \$1,980,619.55, or 7% under the revised contract amount.
2. That the work performed by the contractor for the 2023 City Center Pavement Rehabilitation Project and certified to the council by the engineer as acceptable, being the same, is released from the contract except as to the conditions of the performance bond, any and all legal rights of the owner, required guarantees, and correction of faulty work after final payment.
3. The total project cost is \$2,426,539.90, which includes the improvements (\$1,980,619.55) and engineering and administration (\$445,920.35).

BE IT FURTHER RESOLVED:

1. The original funding for this project was from the Street Reconstruction Fund (\$1,000,000), special assessments (\$417,070.09), the Park Replacement Fund (\$391,910.32), the Municipal State Aid (MSA) Fund (\$318,055.45), the Water Fund (\$251,836.93), the Water Resources Fund (\$153,122.05), the Park Dedication Fund (\$84,084.70), and the Sewer Fund (\$25,545.60).
2. That the funding for this project would be from the Street Reconstruction Fund (\$900,000), special assessments (\$417,070.09), the Park Replacement Fund (\$394,873.17), the Municipal State Aid (MSA) Fund (\$238,304.64), the Water Fund (\$235,342.52), the Water Resources Fund (\$130,253.04), the Park Dedication Fund (\$88,291.05), and the Sewer Fund (\$22,405.39).

APPROVED by the City Council on this 13th day of March, 2025.

To: Dave Callister, City Manager

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

Reviewed by: Michael Thompson, Public Works Director

Item: **Approve final closeout for the Nathan Lane Area Pavement Rehabilitation Project (ST249005)**

1. Action Requested:

Adopt attached resolution approving final closeout for the Nathan Lane Area Pavement Rehabilitation Project (ST249005).

2. Background:

This project rehabilitated roadways in the southwest corner of Schmidt Lake Road and Highway 169 including Nathan Lane (Bass Lake Road to 51st Avenue), 56th Avenue (Nathan Lane to Highway 169 Service Drive), 54th Avenue (Nathan Lane to Highway 169 Service Drive), and Highway 169 Service Drive (56th Avenue to Schmidt Lake Road). Improvements with the project generally included full depth reclamation of streets, utility improvements, replacement of concrete curb and gutter in poor condition, and pedestrian facility improvements. Several intersection reconfigurations and roadway realignments were included to direct semi-trucks and larger vehicles towards the frontage road and away from residential developments to the west. Work on the project has been completed and certified as meeting project specifications by the city engineer. Any warranty items that arise will be completed as necessary throughout the remainder of the two-year warranty period.

3. Budget Impact:

Council previously approved a budget of \$3,589,000 for this project. At project completion, the total project cost was \$3,467,383.51, which includes the improvements (\$2,982,930.44) and engineering and administration (\$484,453.07). The project is funded from the Municipal State Aid (MSA) Fund (\$2,277,822.70), special assessments (\$817,304.09), the Water Fund (\$253,273.16), the Water Resources Fund (\$75,000), and the Sewer Fund (\$43,983.56).

4. Attachments:

1. Location Map
2. Payment 7 & Final
3. City Council Resolution 2025-077



2023 Nathan Lane Area Pavement Rehabilitation Project
City Project ST249005





2023 Nathan Lane Area Pavement Rehabilitation Project
Pay Voucher 7 - Final

City of Plymouth	Name of Contractor	Park Construction Co.
Project #: ST249005	Address Line 1	1481 81st Ave NE
PO #: 2023-669	Address Line 2	Minneapolis, MN 55432
Original Contract Amount:	\$	2,990,472.96
Contract Changes:	\$	15,720.10
Revised Contract Amount:	\$	3,006,193.06
Value Completed to Date:	\$	2,982,930.44
Material on Hand:	\$	-
Amount Earned:	\$	2,982,930.44
Less Retainage: 0%	\$	-
Less Liquidated Damages:	\$	-
Sub-Total:	\$	2,982,930.44
Less Amount Paid Previously:	\$	2,920,048.86
Amount Due This Pay Voucher:	\$	62,881.58
Percent Complete		99.75%

Payment Summary:

PV #	Up Through Date	Work Certified Via PV	Retainage in PV	Amount Paid in PV
1	6/30/2023	\$ 429,386.26	\$ 21,469.31	\$ 407,916.95
2	7/31/2023	\$ 744,307.52	\$ 37,215.38	\$ 707,092.14
3	8/31/2023	\$ 557,425.97	\$ 27,871.30	\$ 529,554.67
4	9/30/2023	\$ 725,689.62	\$ 36,284.48	\$ 689,405.14
5	10/27/2023	\$ 430,828.44	\$ 21,541.42	\$ 409,287.02
6	11/22/2023	\$ 92,003.88	\$ 1,840.08	\$ 90,163.80
Retainage Adjustment			\$ (86,629.14)	\$ 86,629.14
7	5/31/2024	\$ 3,288.75	\$ -	\$ 3,288.75
Retainage Adjustment			\$ (59,592.83)	\$ 59,592.83
		\$ 2,982,930.44	\$ -	\$ 2,982,930.44

This is to certify that the items of work shown in this Pay Voucher have been actually furnished and installed for the above referenced project and in accordance with the contract plans and specifications. Further the contractor and owner confirm that work completed to date is accurate and complete as of this Pay Voucher.

Recommended for Approval (ENGINEER)

By: Nick Amatore

Date: 6-10-2024

Approved By: (CONTRACTOR)

By: Chris

Date: 6/19/24

Approved By: (OWNER)

By: Jay Mill

Date: 7/5/2024



2023 Nathan Lane Area Pavement Rehabilitation Project
City Project No. ST249005
OT1.128747

Pay Voucher No. 7
Period: 11-23-2023 to 5-31-2024

ITEM NO.	MNDOT NO.	DESCRIPTION	UNIT	BID UNIT PRICE	CONTRACT QUANTITY	QUANTITY THIS PERIOD	VALUE THIS PERIOD	QUANTITY TO DATE	VALUE TO DATE
1	2021.501	MOBILIZATION	LUMP SUM	\$ 288,000.00	1.00		\$ -	1.00	\$ 288,000.00
2	2101.502	CLEARING	EACH	\$ 969.00	7		\$ -	3.00	\$ 2,907.00
3	2101.502	GRUBBING	EACH	\$ 128.00	7		\$ -	3.00	\$ 384.00
4	2101.505	CLEARING	ACRE	\$ 10,200.00	0		\$ -		\$ -
5	2101.505	GRUBBING	ACRE	\$ 5,100.00	0		\$ -		\$ -
6	2104.502	REMOVE UTILITY VAULT	EACH	\$ 541.00	2		\$ -	2.00	\$ 1,082.00
7	2104.502	REMOVE LIGHT FOUNDATION	EACH	\$ 579.00	1		\$ -	1.00	\$ 579.00
8	2104.502	REMOVE WOOD POLE	EACH	\$ 648.00	1		\$ -	1.00	\$ 648.00
9	2104.502	SALVAGE SERVICE CABINET	EACH	\$ 617.00	1		\$ -	1.00	\$ 617.00
10	2104.502	SALVAGE NON-INTRUSIVE DETECTION HARDWARE	EACH	\$ 372.00	1		\$ -	1.00	\$ 372.00
11	2104.502	REMOVE CASTING	EACH	\$ 230.00	7		\$ -	6.00	\$ 1,380.00
12	2104.502	REMOVE HYDRANT	EACH	\$ 306.00	4		\$ -	4.00	\$ 1,224.00
13	2104.502	REMOVE SIGN POST	EACH	\$ 40.80	23		\$ -	25.00	\$ 1,020.00
14	2104.502	REMOVE SIGN PANEL	EACH	\$ 10.20	13		\$ -	16.00	\$ 163.20
15	2104.502	SALVAGE SIGN PANEL	EACH	\$ 10.20	30		\$ -	23.00	\$ 234.60
16	2104.502	SALVAGE SIGN TYPE SPECIAL	EACH	\$ 51.00	1		\$ -	1.00	\$ 51.00
17	2104.502	REMOVE DRAINAGE STRUCTURE	EACH	\$ 408.00	10		\$ -	9.00	\$ 3,672.00
18	2104.503	REMOVE CHAIN LINK FENCE	LIN FT	\$ 23.00	33		\$ -	33.00	\$ 759.00
19	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$ 2.65	1,033		\$ -	1,415.00	\$ 3,749.75
20	2104.503	REMOVE CURB AND GUTTER	LIN FT	\$ 3.35	9,843		\$ -	9,959.00	\$ 33,362.65
21	2104.503	REMOVE WATERMAIN	LIN FT	\$ 6.65	106		\$ -	147.00	\$ 977.55
22	2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	\$ 16.30	381		\$ -	436.00	\$ 7,106.80
23	2104.504	REMOVE CONCRETE PAVEMENT	SQ YD	\$ 11.80	146		\$ -	189.00	\$ 2,230.20
24	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$ 15.90	63		\$ -	48.00	\$ 763.20
25	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	\$ 12.30	258		\$ -	325.00	\$ 3,997.50
26	2104.504	REMOVE BITUMINOUS PAVEMENT (STREET)	SQ YD	\$ 2.35	4,485		\$ -	4,485.00	\$ 10,539.75
27	2104.504	REMOVE CONCRETE MEDIAN	SQ YD	\$ 16.90	561		\$ -	561.00	\$ 9,480.90
28	2104.504	REMOVE CONCRETE WALK	SQ YD	\$ 10.20	461		\$ -	359.00	\$ 3,661.80
29	2104.518	REMOVE BITUMINOUS WALK	SQ FT	\$ 0.99	3,828		\$ -	4,626.00	\$ 4,579.74
30	2104.601	REMOVE CABLES	LUMP SUM	\$ 122.00	1.00		\$ -	1.00	\$ 122.00
31	2104.618	SALVAGE BRICK PAVERS	SQ FT	\$ 22.80	31		\$ -	31.00	\$ 706.80
32	2105.607	SUBGRADE EXCAVATION (EV)	CU YD	\$ 17.00	1,344		\$ -	1,163.00	\$ 19,771.00
33	2105.607	SELECT GRANULAR BORROW (CV) (P)	CU YD	\$ 35.00	2,540		\$ -	2,358.00	\$ 82,530.00
34	2105.607	STABILIZING AGGREGATE (CLASS 5) (SALVAGED RECLAIM) (CV)	CU YD	\$ 0.01	1,344		\$ -	1,120.00	\$ 11.20
35	2106.507	COMMON EXCAVATION (EV) (P)	CU YD	\$ 17.30	9,868		\$ -	9,868.00	\$ 170,716.40
36	2106.507	COMMON EMBANKMENT (CV) (P)	CU YD	\$ 11.80	1,660		\$ -	1,660.00	\$ 19,588.00
37	2112.604	SUBGRADE PREPARATION	SQ YD	\$ 0.73	32,498		\$ -	32,498.00	\$ 23,723.54
38	2211.509	AGGREGATE BASE CLASS 5	TON	\$ 8.15	3,149		\$ -	2,302.00	\$ 18,761.30
39	2215.504	RECLAIM BITUMINOUS PAVEMENT (11") (P)	SQ YD	\$ 1.05	9,883		\$ -	9,883.00	\$ 10,377.15
40	2215.504	RECLAIM BITUMINOUS PAVEMENT (14") (P)	SQ YD	\$ 1.05	22,616		\$ -	22,616.00	\$ 23,746.80
41	2231.604	BITUMINOUS PATCH SPECIAL	SQ YD	\$ 79.40	42		\$ -	195.00	\$ 15,483.00
42	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$ 2.35	3,933		\$ -	2,700.00	\$ 6,345.00
43	2360.504	TYPE SP 12.5 WEARING COURSE MIXTURE (2.B) 3" THICK	TON	\$ 188.00	51		\$ -	200.50	\$ 37,694.00



2023 Nathan Lane Area Pavement Rehabilitation Project
City Project No. ST249005
0T1.128747

Pay Voucher No. 7
Period: 11-23-2023 to 5-31-2024

ITEM NO.	MNDOT NO.	DESCRIPTION	UNIT	BID UNIT PRICE	CONTRACT QUANTITY	QUANTITY THIS PERIOD	VALUE THIS PERIOD	QUANTITY TO DATE	VALUE TO DATE
44	2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (3.C)	TON	\$ 80.80	9,585		\$	6,565.52	\$ 530,494.02
45	2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3.B)	TON	\$ 64.50	4,026		\$	6,673.38	\$ 430,433.01
46	2501.502	15" RC PIPE APRON	EACH	\$ 2,170.00	3		\$	3.00	\$ 6,510.00
47	2501.602	24" RC PIPE APRON	EACH	\$ 4,370.00	1		\$	1.00	\$ 4,370.00
48	2501.602	48" RC PIPE APRON	EACH	\$ 9,490.00	2		\$	1.00	\$ 9,490.00
49	2503.503	6" PERF PVC PIPE DRAIN	LIN FT	\$ 38.50	134		\$	335.00	\$ 12,897.50
50	2503.503	6" PVC PIPE DRAIN CLEANOUT	EACH	\$ 510.00	6		\$	6.00	\$ 3,060.00
51	2503.503	12" RC PIPE SEWER CLASS III	LIN FT	\$ 75.30	111		\$	145.00	\$ 10,918.50
52	2503.503	15" RC PIPE SEWER CLASS III	LIN FT	\$ 82.40	546		\$	580.00	\$ 47,792.00
53	2503.503	24" RC PIPE SEWER CLASS III	LIN FT	\$ 107.00	75		\$	75.00	\$ 8,025.00
54	2503.503	48" RC PIPE SEWER CLASS III	LIN FT	\$ 295.00	28		\$	28.00	\$ 8,260.00
55	2503.602	CONNECT TO EXISTING STORM PIPE	EACH	\$ 1,310.00	7		\$	9.00	\$ 11,790.00
56	2503.602	CONSTRUCT BULKHEAD	EACH	\$ 510.00	1		\$	-	\$ -
57	2504.602	ADJUST GATE VALVE & BOX	EACH	\$ 533.00	23		\$	29.00	\$ 15,457.00
58	25004.602	REPAIR WATER VALVE	EACH	\$ 4,470.00	10		\$	8.00	\$ 35,760.00
59	2504.602	REPLACE FITTING BOLTS	EACH	\$ 163.00	80		\$	16.00	\$ 2,608.00
60	2504.602	HYDRANT	EACH	\$ 7,000.00	4		\$	5.00	\$ 35,000.00
61	2504.602	6" GATE VALVE & BOX	EACH	\$ 2,860.00	4		\$	5.00	\$ 14,300.00
62	2504.602	8" GATE VALVE & BOX	EACH	\$ 3,680.00	2		\$	1.00	\$ 3,680.00
63	2504.602	10" GATE VALVE & BOX	EACH	\$ 5,140.00	1		\$	1.00	\$ 5,140.00
64	2504.602	12" GATE VALVE & BOX	EACH	\$ 6,010.00	1		\$	3.00	\$ 18,030.00
65	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	\$ 2,630.00	6		\$	14.00	\$ 36,820.00
66	2504.603	6" PVC WATERMAIN	LIN FT	\$ 60.50	94		\$	119.00	\$ 7,199.50
67	2504.603	8" PVC WATERMAIN	LIN FT	\$ 71.30	50		\$	40.00	\$ 2,852.00
68	2504.603	10" PVC WATERMAIN	LIN FT	\$ 84.90	40		\$	40.00	\$ 3,396.00
69	2504.603	12" PVC WATERMAIN	LIN FT	\$ 101.00	18		\$	33.00	\$ 3,333.00
70	2504.608	DUCTILE IRON FITTINGS	POUNDS	\$ 13.10	1,009		\$	1,117.00	\$ 14,632.70
71	2506.502	CONST DRAINAGE STRUCTURE DES 48-4020	LIN FT	\$ 542.00	25.49		\$	23.54	\$ 12,758.68
72	2506.502	CONST DRAINAGE STRUCTURE DE 48-4022	LIN FT	\$ 542.00	34.55		\$	30.18	\$ 16,357.56
73	2506.502	CONST DRAINAGE STRUCTURE DES 60-4020	LIN FT	\$ 965.00	5.92		\$	11.09	\$ 10,701.85
74	2506.502	CONST DRAINAGE STRUCTURE DES 84-4022	LIN FT	\$ 1,600.00	7.32		\$	7.32	\$ 11,712.00
75	2506.502	CASTING ASSEMBLY (STORM)	EACH	\$ 842.00	19		\$	27.00	\$ 22,734.00
76	2506.503	CONST DRAINAGE STRUCTURE DESIGN SPECIAL 1 (2X3)	LIN FT	\$ 601.00	19.90		\$	22.70	\$ 13,642.70
77	2506.503	CONST DRAINAGE STRUCTURE DESIGN SPECIAL 2 (SAFL BAFFLE W/SUMP)	LIN FT	\$ 1,060.00	29.00	2	\$	33.50	\$ 35,510.00
78	2506.602	REPAIR DRAINAGE STRUCTURE	EACH	\$ 255.00	11		\$	16.00	\$ 4,080.00
79	2506.602	ADJUST FRAME & RING CASTING (STORM)	EACH	\$ 346.00	13		\$	18.00	\$ 6,228.00
80	2506.602	ADJUST FRAME & RING CASTING (SSWR)	EACH	\$ 1,040.00	23		\$	24.00	\$ 24,960.00
81	2506.602	GRATE CASTING SPECIAL	EACH	\$ 1,090.00	1		\$	1.00	\$ 1,090.00
82		DRAINAGE STRUCTURE CONCRETE GRADE RINGS	LIN FT	\$ 705.00	5		\$	3.00	\$ 2,115.00
83	2506.602	CONNECT TO EXISTING STRUCTURE	EACH	\$ 1,310.00	2		\$	4.00	\$ 5,240.00
84	2511.507	RANDOM RIPRAP CLASS III (CV)	CU YD	\$ 128.00	28		\$	30.00	\$ 3,840.00
85	2511.507	RANDOM RIPRAP CLASS IV (CV)	CU YD	\$ 153.00	26		\$	17.00	\$ 2,601.00
86	2521.518	3" BITUMINOUS WALK (TRAIL)	SQ YD	\$ 24.20	634		\$	718.00	\$ 17,375.60
87	2521.518	4" CONCRETE WALK	SQ FT	\$ 12.90	2,484		\$	2,946.00	\$ 38,003.40



2023 Nathan Lane Area Pavement Rehabilitation Project
City Project No. ST249005
OT1.128747

Pay Voucher No. 7
Period: 11-23-2023 to 5-31-2024

ITEM NO.	MNDOT NO.	DESCRIPTION	UNIT	BID UNIT PRICE	CONTRACT QUANTITY	QUANTITY THIS PERIOD	VALUE THIS PERIOD	QUANTITY TO DATE	VALUE TO DATE
88	2521.518	6" CONCRETE WALK	SQ FT	\$ 16.00	1,799		\$ -	1,079.00	\$ 17,264.00
89	2531.503	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	\$ 27.90	10,457		\$ -	11,022.00	\$ 307,513.80
90	2532.503	CONCRETE CURB & GUTTER DESIGN V	LIN FT	\$ 155.00	30		\$ -	10.00	\$ 1,550.00
91	2531.504	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$ 159.00	298		\$ -	292.00	\$ 46,428.00
92	2531.602	CONCRETE MEDIAN NOSE-SPECIAL	EACH	\$ 918.00	4		\$ -	4.00	\$ 3,672.00
93	2531.604	8" CONCRETE VALLEY GUTTER	SQ YD	\$ 157.00	480		\$ -	231.00	\$ 36,267.00
94	2531.618	TRUNCATED DOMES	SQ FT	\$ 153.00	228		\$ -	138.00	\$ 21,114.00
95	2545.502	LIGHT FOUNDATION DESIGN E MODIFIED	EACH	\$ 2,000.00	1		\$ -	1.00	\$ 2,000.00
96	2550.502	OUTDOOR FIBER SPLICE ENCLOSURE	EACH	\$ 1,610.00	1		\$ -	1.00	\$ 1,610.00
97	2550.503	1.5" NON-METALLIC CONDUIT	LIN FT	\$ 6.65	50		\$ -	85.00	\$ 565.25
98	2550.503	2" NON-METALLIC CONDUIT	LIN FT	\$ 12.00	75		\$ -	56.00	\$ 672.00
99	2550.503	POWER CABLE 1 CONDUCTOR NO 2	LIN FT	\$ 4.25	175		\$ -	135.00	\$ 573.75
100	2550.503	SIGNAL CONTROL CABLE 3 COND NO 4	LIN FT	\$ 3.95	45		\$ -	55.00	\$ 217.25
101	2550.601	FIBER OPTIC CABLE TESTING	LUMP SUM	\$ 4,500.00	1.00		\$ -	1.00	\$ 4,500.00
102	2550.601	FIBER OPTIC PIGTAIL TERMINATION	EACH	\$ 1,500.00	1		\$ -	1.00	\$ 1,500.00
103	2550.601	FIBER OPTIC CABLE SPLICING	EACH	\$ 2,360.00	1		\$ -	1.00	\$ 2,360.00
104	2550.602	PULL VAULT	EACH	\$ 2,870.00	2		\$ -	2.00	\$ 5,740.00
105	2550.602	INSTALL SERVICE CABINET	EACH	\$ 1,820.00	1		\$ -	1.00	\$ 1,820.00
106	2550.602	INSTALL NON-INTRUSIVE DETECTION HARDWARE	EACH	\$ 796.00	1		\$ -	1.00	\$ 796.00
107	2550.603	ARMORED FIBER OPTIC PIGTAIL CABLE 6SM	LIN FT	\$ 3.15	125		\$ -	123.00	\$ 387.45
108	2550.603	REROUTE CABLE	LIN FT	\$ 6.15	40		\$ -	40.00	\$ 246.00
109	2554.502	END TREATMENT - TANGENT TERMINAL	EACH	\$ 2,040.00	1		\$ -	1.00	\$ 2,040.00
110	2554.502	ANCHORAGE ASSEMBLY - TYPE 31	EACH	\$ 4,220.00	1		\$ -	1.00	\$ 4,220.00
111	2554.503	TRAFFIC BARRIER DESIGN TYPE 31	LIN FT	\$ 49.70	150		\$ -	150.00	\$ 7,455.00
112	2557.603	INSTALL CHAIN LINK FENCE (SALVAGED)	LIN FT	\$ 51.00	33		\$ -	33.00	\$ 1,683.00
113	2563.601	TRAFFIC CONTROL	LUMP SUM	\$ 11,100.00	1.00		\$ -	1.00	\$ 11,100.00
114	2564.602	INSTALL SIGN PANEL	EACH	\$ 214.00	24		\$ -	45.00	\$ 9,630.00
115	2564.602	SIGN POST	EACH	\$ 128.00	24		\$ -	34.00	\$ 4,352.00
116	2564.618	SIGN PANEL TYPE C	SQ FT	\$ 49.00	56		\$ -	73.25	\$ 3,589.25
117	2573.501	STABILIZED CONSTRUCTION EXIT	EACH	\$ 0.01	3		\$ -	-	\$ -
118	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$ 398.00	84		\$ -	86.00	\$ 34,228.00
119	2573.503	SILT FENCE, TYPE MS	LIN FT	\$ 3.25	1,433		\$ -	624.00	\$ 2,028.00
120	2573.503	SILT FENCE, TYPE HI	LIN FT	\$ 7.30	986		\$ -	964.00	\$ 7,037.20
121	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	\$ 3.05	2,351		\$ -	2,126.00	\$ 6,484.30
122	2573.603	INSTALL FLOATATION SILT CURTAIN	LIN FT	\$ 52.00	44		\$ -	44.00	\$ 2,288.00
123	2574.507	COMMON TOPSOIL BORROW (LV)	CU YD	\$ 0.01	1,143		\$ -	138.00	\$ 1.38
124	2574.607	WATER QUALITY TOPSOIL BORROW (LV)	CU YD	\$ 58.00	144		\$ -	154.00	\$ 8,932.00
125	2575.504	ROLLED EROSION PREVENTION CATEGORY 25 (W/ SEED MIX 25-151)	SQ YD	\$ 3.65	1,415		\$ -	2,203.00	\$ 8,040.95
126	2575.504	ROLLED EROSION PREVENTION CATEGORY 25 (W/ SEED MIX 33-261)	SQ YD	\$ 3.65	1,449		\$ -	1,542.00	\$ 5,628.30
127	2575.604	HYDROMULCH (W/ SEED MIX 25-131)	SQ YD	\$ 1.95	8,947	1,425	\$ 2,778.75	9,754.00	\$ 19,020.30
128	2582.503	4" SOLID LINE MULTI COMP-WHITE	LIN FT	\$ 0.61	194		\$ -	200.00	\$ 122.00
129	2582.503	4" DOUBLE SOLID LINE MULTI COMP-YELLOW	LIN FT	\$ 1.20	9,012		\$ -	8,951.00	\$ 10,741.20
130	2582.503	24" SOLID LINE MULTI COMP-WHITE	LIN FT	\$ 16.30	62		\$ -	62.00	\$ 1,010.60
131	2582.503	24" SOLID LINE MULTI COMP-YELLOW	LIN FT	\$ 16.30	72		\$ -	-	\$ -



2023 Nathan Lane Area Pavement Rehabilitation Project
City Project No. ST249005
OT1.128747

Pay Voucher No. 7
Period: 11-23-2023 to 5-31-2024

ITEM NO.	MNDOT NO.	DESCRIPTION	UNIT	BID UNIT PRICE	CONTRACT QUANTITY	QUANTITY THIS PERIOD	VALUE THIS PERIOD	QUANTITY TO DATE	VALUE TO DATE
132	2582.518	PAVT MSSG MULTI COMP	SQ FT	\$ 10.20	61		\$ -	61.00	\$ 622.20
133	2582.518	CROSSWALK MULTI COMP	SQ FT	\$ 8.15	420		\$ -	390.00	\$ 3,178.50
134	2504.601	IRRIGATION SYSTEM (REPAIR)	ALLOWANCE	\$ 15,000.00	1.00		\$ -	2.18	\$ 32,664.81
TOTALS =							\$ 3,288.75		\$ 2,967,210.34

ITEM NO.	MNDOT NO.	DESCRIPTION	UNIT	CHANGE ORDER UNIT PRICE	CHANGE ORDER QUANTITY	QUANTITY THIS PERIOD	VALUE THIS PERIOD	QUANTITY TO DATE	VALUE TO DATE
CHANGE ORDER 2									
135	2123.601	UTILITY CREW TIME AND MATERIALS (HYDRANT EXTENSIONS)	LUMP SUM	\$ 11,481.80	1.00		\$ -	1.00	\$ 11,481.80
CHANGE ORDER 2 TOTAL =							\$ -		\$ 11,481.80

ITEM NO.	MNDOT NO.	DESCRIPTION	UNIT	CHANGE ORDER UNIT PRICE	CHANGE ORDER QUANTITY	QUANTITY THIS PERIOD	VALUE THIS PERIOD	QUANTITY TO DATE	VALUE TO DATE
CHANGE ORDER 2									
136	2123.601	UTILITY CREW TIME AND MATERIALS (SANITARY MANHOLE ADJUSTMENTS)	LUMP SUM	\$ 4,238.30	1.00		\$ -	1.00	\$ 4,238.30
CHANGE ORDER 2 TOTAL =							\$ -		\$ 4,238.30
TOTAL AMOUNT EARNED =							\$ 3,288.75		\$ 2,982,930.44
RETAINAGE WITHHELD (0%) =							\$ -		\$ -
TOTAL PAYMENT AMOUNT =							\$ 3,288.75		\$ 2,982,930.44

CITY OF PLYMOUTH

RESOLUTION No. 2025-077

RESOLUTION APPROVING FINAL CLOSEOUT FOR THE NATHAN LANE AREA PAVEMENT REHABILITATION PROJECT (ST249005)

WHEREAS, the City of Plymouth as the owner, and Park Construction Company as the contractor, have entered into an agreement for the Nathan Lane Area Pavement Rehabilitation Project. Said agreement was approved by the City Council on May 23, 2023; and

WHEREAS, the City Engineer has certified his acceptance of the work and his approval of the request for final payment.

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

1. That the original contract amount between the owner and the contractor was \$2,990,472.96, the revised contract amount was \$3,006,193.06, and the final contract amount is \$2,982,930.44, or 0.8% under the revised contract amount.
2. That the work performed by the contractor for the Nathan Lane Area Pavement Rehabilitation Project and certified to the council by the engineer as acceptable, being the same, is released from the contract except as to the conditions of the performance bond, any and all legal rights of the owner, required guarantees, and correction of faulty work after final payment.
3. The total project cost is \$3,467,383.51, which includes the improvements (\$2,982,930.44), and engineering and administration (\$484,453.07).

BE IT FURTHER RESOLVED:

1. The original funding for this project was from the Municipal State Aid (MSA) Fund (\$2,472,196.55), special assessments (\$817,304.09), the Water Fund (\$195,795.36), the Water Resources Fund (\$75,000), and the Sewer Fund (\$28,704).
2. That the funding for this project would be from the Municipal State Aid (MSA) Fund (\$2,277,822.70), special assessments (\$817,304.09), the Water Fund (\$253,273.16), the Water Resources Fund (\$75,000), and the Sewer Fund (\$43,983.56).

APPROVED by the City Council on this 13th day of March, 2025.

To: Dave Callister, City Manager

Prepared by: Sonya Rippe, Project Supervisor

Reviewed by: Jennifer Tomlinson, Parks and Recreation Director

Item: **Approve bid and authorize reconstruction of the Plymouth Ice Center Rear Parking Lot, Culvert Extension and Trail (SRP202201)**

1. Action Requested:

Adopt the attached resolution approving the bid and authorize reconstruction of the Plymouth Ice Center Rear Parking Lot, Culvert Extension and Trail (SRP202201).

2. Background:

The Plymouth Ice Center has three sheets of ice with parking lots wrapped around the building. The front parking lot was replaced in 2016. The rear parking lot was originally constructed in 1997, expanded around 2003 and again in 2005. Since that time, no significant maintenance has been done and it is in dire need of reconstruction.

As a part of the project, staff will address ADA issues on the trail to the east of the parking lot in Plymouth Creek Park. This will entail extending the culvert along 38th Avenue N and realigning the trail to allow for ADA compliance and snow removal.

On Friday, February 28 at 1 p.m., bids were publicly opened for these projects. A total of five bids were received as detailed in the attached bid tabulation. Staff is recommending awarding the bid to Swan Companies.

Staff and Bolton & Menk have reviewed the information submitted by Swan Companies of Savage, MN to comply with the responsible bidder criteria and find the information acceptable. Staff feels that Swan Companies is capable of constructing the project in accordance with the approved plans and specifications.

If this project is awarded, construction is slated to begin in 2025 as weather and road

restrictions allow.

3. Budget Impact:

This project is included in the 2025-2034 Capital Improvement Plan with a budgeted amount of \$2,365,000 from surplus, park dedication, park replacement and LifeTime contributions. The Engineer's estimate for construction was \$1,572,542.75. Swan Companies was the low bid at \$1,351,289.86 for construction. Additional project costs include engineering, administration and contingencies totaling \$417,440.99. The project would be funded by the city from the Surplus Fund for \$959,409, Park Dedication Fund for \$380,905.33 and Park Replacement Fund for \$90,898.31.

LifeTime Fitness is responsible for 50% of maintenance on the parking lot per the 40-Year Lease signed on April 11, 1996. Their contribution will be \$337,518.21 to be invoiced after final completion of the project.

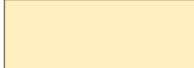
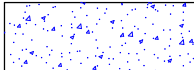
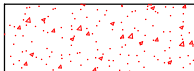
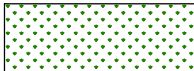
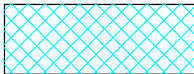
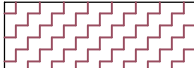
4. Attachments:

1. Site Layout
2. Recommendation Letter
3. Bid Tab Summary
4. City Council Resolution 2025-078

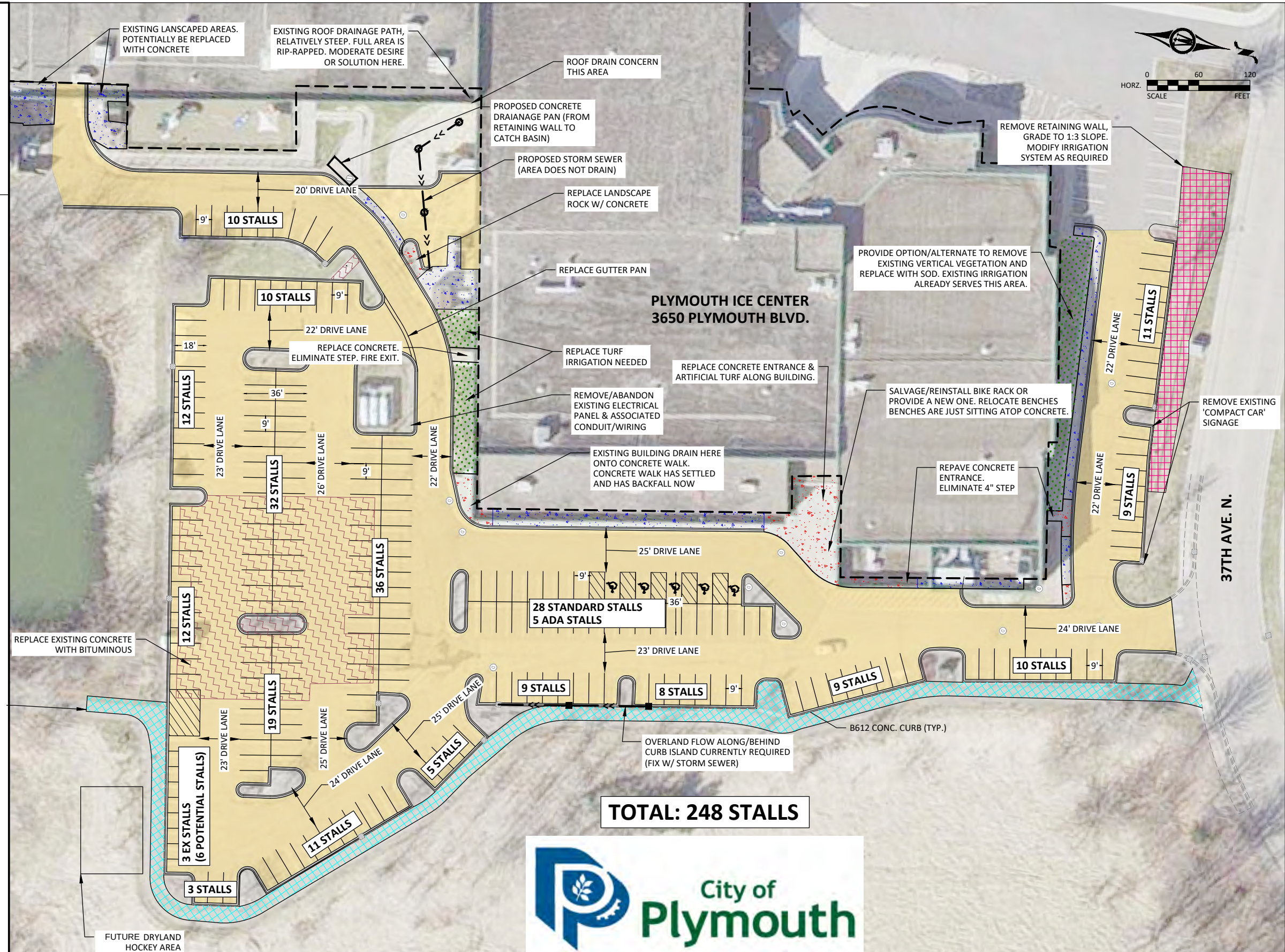
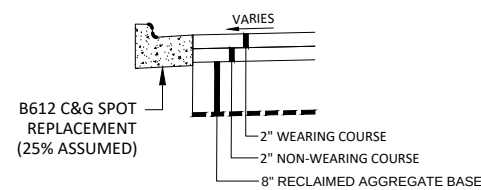
CITY OF PLYMOUTH

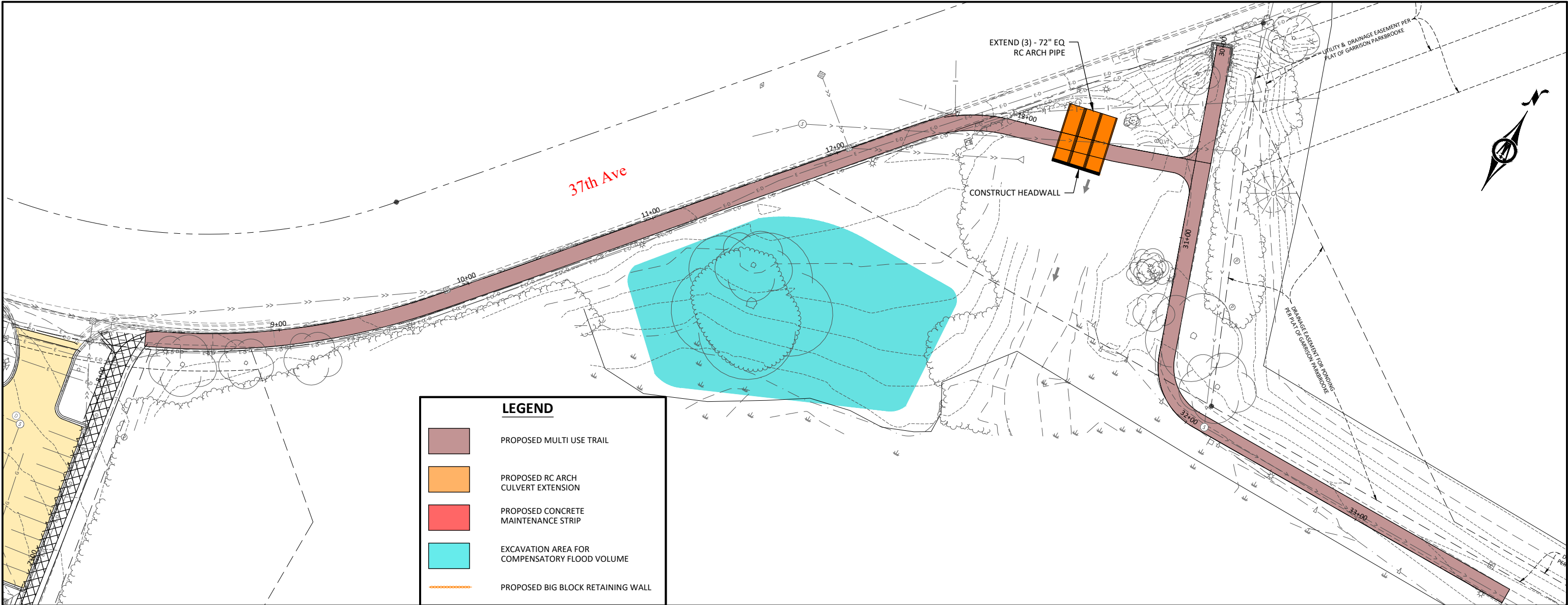
ICE CENTER PARKING LOT IMPROVEMENTS

LEGEND

- | | |
|---|---|
|  | PROPOSED BITUMINOUS PAVEMENT |
|  | EXISTING CONCRETE SPOT REPLACEMENT |
|  | PROPOSED FULL CONCRETE REPLACEMENT |
|  | PROPOSED B612 CURB & GUTTER |
|  | PROPOSED B612 CURB & GUTTER
(SPOT REPLACEMENT) |
|  | PROPOSED LANDSCAPING OR TURF |
|  | REPLACE BITUMINOUS PATH |
|  | EXISTING CONCRETE TO BE REMOVED
AND NOT REPLACED |

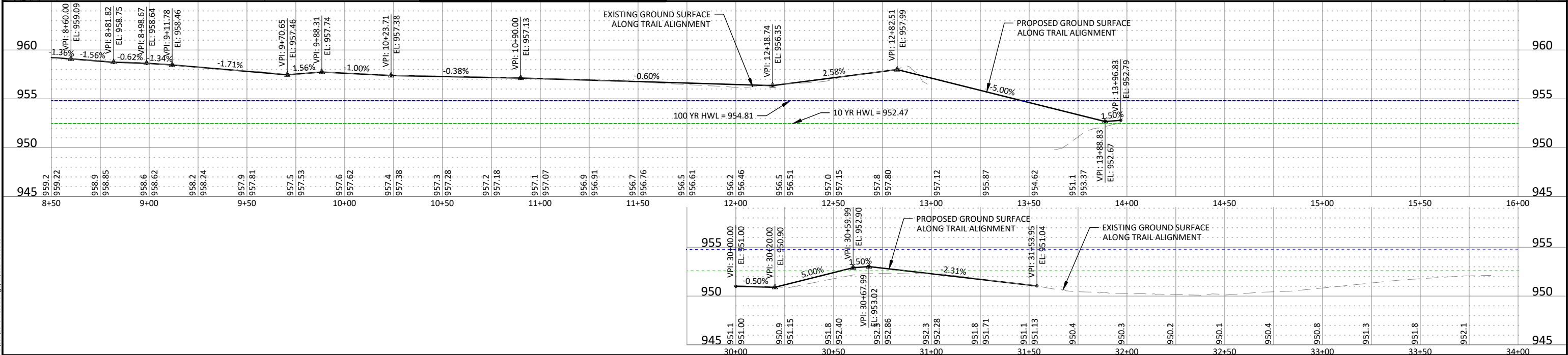
TYPICAL SECTION: PARKING LOT IMPROVEMENTS



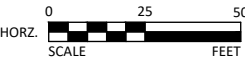


LEGEND

- PROPOSED MULTI USE TRAIL
- PROPOSED RC ARCH CULVERT EXTENSION
- PROPOSED CONCRETE MAINTENANCE STRIP
- EXCAVATION AREA FOR COMPENSATORY FLOOD VOLUME
- PROPOSED BIG BLOCK RETAINING WALL



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I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

MIKE WALTMAN
LIC. NO. XXXXX DATE MM/DD/YYYY



12224 NICOLLET AVENUE
BURNSVILLE, MN 55337
Phone: (952) 890-0509
Email: BurnsVille@bolton-menk.com
www.bolton-menk.com

DESIGNED	NO.	ISSUED FOR	DATE
1			
DRAWN	3		
CHECKED	2		
CLIENT PROJ. NO.	071.134044		

PLYMOUTH, MINNESOTA
PLYMOUTH PIC PARKING LOT
TRAIL CONCEPT

SHEET
C6.01



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March 3, 2025

Sonya Rippe, PMP
Project Supervisor
Plymouth Parks & Recreation
14900 23rd Avenue North
Plymouth, MN 55447

RE: 2025 PIC Parking Lot Improvements & 38th Ave Culvert Extension
City of Plymouth, Minnesota
City Project No. SRP202201
Project No.: 0T1.134044

Bids on the above-referenced project were opened at 1:00 p.m. on February 28, 2025. There were 5 bidders for the project as illustrated in the attached tabulation of bids. The low bidder on the project is Swan Companies with a bid of \$1,351,289.86. Swan Companies has provided references on past projects indicating positive experience on public projects for multiple other communities in the Twin Cities Metro area. The Contractor's submitted qualifications also do not indicate a history of litigation or missed deadlines.

Based on Swan Companies' experience, acceptable bid prices, and the competitive bids the City received, we recommend the City of Plymouth award the project to Swan Companies. If you have any questions regarding this recommendation, please contact me at your convenience.

Sincerely,

Bolton & Menk, Inc.

Mike Waltman, P.E.
Municipal Group Leader | Principal

BID TABULATION
PIC Parking Lot & 38th Avenue Culvert Extension
 City of Plymouth
 Plymouth, MN
 OT1.134044

Bid Taken: 2/28/2025
Time: 1:00 p.m.

Addendums: #1- 2/24/2025
 #2- 2/27/2025

	BIDDERS	TOTAL AMOUNT BID
1	Swan Companies	\$1,351,289.86
2	Park Construction Company	\$1,408,755.16
3	New Look Contracting, Inc.	\$1,444,940.75
4	Boulder Creek, Inc	\$1,524,789.00
5	Urban Companies	\$1,929,469.95

ABSTRACT
 PIC Parking Lot & 38th Avenue Culvert Extension OT1.134044
 City of Plymouth MN,
 BMI Project No. 134044
 02/28/2025 01:00 PM CST

						Engineer Estimate		1 Swan Companies		2 Park Construction Company		3 New Look Contracting, Inc.		4 Boulder Creek, Inc		5 Urban Companies	
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	\$75,000.00	\$75,000.00	\$71,850.00	\$71,850.00	\$128,600.00	\$128,600.00	\$82,000.00	\$82,000.00	\$134,000.00	\$134,000.00	\$104,000.00	\$104,000.00
	2	2104.502	REMOVE BENCH	EACH	2	\$500.00	\$1,000.00	\$750.00	\$1,500.00	\$509.00	\$1,018.00	\$350.00	\$700.00	\$180.00	\$360.00	\$250.00	\$500.00
	3	2104.502	REMOVE BICYCLE RACK	EACH	1	\$500.00	\$500.00	\$250.00	\$250.00	\$509.00	\$509.00	\$350.00	\$350.00	\$180.00	\$180.00	\$250.00	\$250.00
	4	2104.502	REMOVE CONCRETE HEADWALL	LUMP SUM	1	\$25,000.00	\$25,000.00	\$7,500.00	\$7,500.00	\$5,910.00	\$5,910.00	\$7,000.00	\$7,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00
	5	2104.502	REMOVE SIGN	EACH	12	\$50.00	\$600.00	\$75.00	\$900.00	\$41.20	\$494.40	\$45.00	\$540.00	\$50.00	\$600.00	\$500.00	\$6,000.00
	6	2104.502	SALVAGE LIGHTING UNIT	EACH	4	\$2,000.00	\$8,000.00	\$1,500.00	\$6,000.00	\$836.00	\$3,344.00	\$2,100.00	\$8,400.00	\$300.00	\$1,200.00	\$880.00	\$3,520.00
	7	2104.503	REMOVE CONCRETE CURB & GUTTER	LIN FT	1,419	\$10.00	\$14,190.00	\$3.40	\$4,824.60	\$3.25	\$4,611.75	\$4.50	\$6,385.50	\$2.50	\$3,547.50	\$10.00	\$14,190.00
	8	2104.503	REMOVE FENCE (VINYL)	LIN FT	81	\$10.00	\$810.00	\$50.00	\$4,050.00	\$20.60	\$1,668.60	\$10.00	\$810.00	\$5.00	\$405.00	\$45.70	\$3,701.70
	9	2104.503	REMOVE PIPE SEWER (STORM)	LIN FT	215	\$20.00	\$4,300.00	\$25.00	\$5,375.00	\$22.70	\$4,880.50	\$15.00	\$3,225.00	\$12.00	\$2,580.00	\$50.00	\$10,750.00
	10	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	1,331.00	\$3.50	\$4,658.50	\$3.00	\$3,993.00	\$1.85	\$2,462.35	\$2.00	\$2,662.00	\$2.50	\$3,327.50	\$7.00	\$9,317.00
	11	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	76	\$15.00	\$1,140.00	\$5.00	\$380.00	\$5.65	\$429.40	\$15.00	\$1,140.00	\$4.00	\$304.00	\$10.00	\$760.00
	12	2104.504	REMOVE CONCRETE PAVEMENT	SQ YD	1,883.0	\$15.00	\$28,245.00	\$7.25	\$13,651.75	\$8.00	\$15,064.00	\$12.00	\$22,596.00	\$6.50	\$12,239.50	\$15.00	\$28,245.00
	13	2104.507	REMOVE BITUMINOUS PAVEMENT	SQ YD	3,125	\$11.00	\$34,375.00	\$5.25	\$16,406.25	\$1.25	\$3,906.25	\$6.50	\$20,312.50	\$3.40	\$10,625.00	\$15.00	\$46,875.00
	14	2104.602	SALVAGE SIGN	EACH	2	\$60.00	\$120.00	\$125.00	\$250.00	\$41.20	\$82.40	\$45.00	\$90.00	\$50.00	\$100.00	\$500.00	\$1,000.00
	15	2104.607	SALVAGE RANDOM RIPRAP	CU YD	63	\$28.00	\$1,764.00	\$20.00	\$1,260.00	\$43.30	\$2,727.90	\$40.00	\$2,520.00	\$14.00	\$882.00	\$50.00	\$3,150.00
	16	2105.507	COMMON EXCAVATION - PARKING LOT & TRAIL SECTION (EV) (P)	CU YD	1,564	\$40.00	\$62,560.00	\$15.00	\$23,460.00	\$37.80	\$59,119.20	\$23.50	\$36,754.00	\$26.50	\$41,446.00	\$30.00	\$46,920.00
	17	2105.507	COMMON EXCAVATION - SITE GRADING (EV) (P)	CU YD	1,609	\$20.00	\$32,180.00	\$20.00	\$32,180.00	\$33.00	\$53,097.00	\$23.50	\$37,811.50	\$27.00	\$43,443.00	\$30.00	\$48,270.00
	18	2105.607	SUBGRADE EXCAVATION - CULVERT EXTENSION & HEADWALL (EV)	CU YD	281	\$50.00	\$14,050.00	\$95.00	\$26,695.00	\$36.30	\$10,200.30	\$27.50	\$7,727.50	\$28.00	\$7,868.00	\$30.00	\$8,430.00
	19	2105.607	SUBGRADE EXCAVATION - PARKING LOT & TRAIL (EV)	CU YD	410	\$30.00	\$12,300.00	\$15.00	\$6,150.00	\$30.70	\$12,587.00	\$27.50	\$11,275.00	\$25.50	\$10,455.00	\$30.00	\$12,300.00
	20	2106.507	GRANULAR EMBANKMENT (3" CLEAR) (CV)	CU YD	281	\$35.00	\$9,835.00	\$56.46	\$15,865.26	\$105.00	\$29,505.00	\$60.00	\$16,860.00	\$37.00	\$10,397.00	\$100.00	\$28,100.00
	21	2106.507	SELECT GRANULAR EMBANKMENT (CV)	CU YD	965	\$35.00	\$33,775.00	\$31.53	\$30,426.45	\$44.90	\$43,328.50	\$18.50	\$17,852.50	\$39.00	\$37,635.00	\$30.00	\$28,950.00
	22	2106.507	COMMON EMBANKMENT (CV) (P)	CU YD	433	\$20.00	\$8,660.00	\$12.00	\$5,196.00	\$9.85	\$4,265.05	\$12.50	\$5,412.50	\$7.00	\$3,031.00	\$25.00	\$10,825.00
	23	2211.609	AGGREGATE BASE CL 5 (CV) (P)	CU YD	868.25	\$40.00	\$34,730.00	\$68.32	\$59,318.84	\$52.00	\$45,149.00	\$45.00	\$39,071.25	\$58.00	\$50,358.50	\$55.00	\$47,753.75
	24	2211.609	AGGREGATE BASE CL 5 (STABILIZING AGGREGATE) (CV)	CU YD	49	\$40.00	\$1,960.00	\$70.00	\$3,430.00	\$81.00	\$3,969.00	\$65.00	\$3,185.00	\$60.00	\$2,940.00	\$55.00	\$2,695.00
	25	2215.504	RECLAIM BITUMINOUS TRAIL PAVEMENT - 8" DEPTH (P)	SQ YD	1,383	\$1.25	\$1,728.75	\$1.65	\$2,281.95	\$1.55	\$2,143.65	\$3.00	\$4,149.00	\$6.00	\$8,298.00	\$4.00	\$5,532.00
	26	2215.504	RECLAIM BITUMINOUS PAVEMENT - 12" DEPTH (P)	SQ YD	5,641	\$8.00	\$45,128.00	\$1.82	\$10,266.62	\$1.25	\$7,051.25	\$2.50	\$14,102.50	\$6.50	\$36,666.50	\$4.00	\$22,564.00
	27	2360.509	TYPE SP 12.5 BITUMINOUS WEARING COURSE (SPWEB340C)	TON	2393	\$105.00	\$251,265.00	\$100.00	\$239,300.00	\$94.60	\$226,377.80	\$103.50	\$247,675.50	\$108.00	\$258,444.00	\$112.00	\$268,016.00
	28	2401.507	STRUCTURAL CONCRETE (1G52)	CU YD	33.00	\$750.00	\$24,750.00	\$764.50	\$25,228.50	\$716.00	\$23,628.00	\$750.00	\$24,750.00	\$800.00	\$26,400.00	\$800.00	\$26,400.00
	29	2401.507	STRUCTURAL CONCRETE (3G52)	CU YD	47.00	\$1,000.00	\$47,000.00	\$1,408.00	\$66,176.00	\$1,320.00	\$62,040.00	\$1,380.00	\$64,860.00	\$1,475.00	\$69,325.00	\$1,500.00	\$70,500.00
	30	2401.508	REINFORCEMENT BARS	POUND	3500	\$1.50	\$5,250.00	\$4.13	\$14,455.00	\$3.85	\$13,475.00	\$4.00	\$14,000.00	\$4.30	\$15,050.00	\$4.40	\$15,400.00
	31	2401.508	REINFORCEMENT BARS (EPOXY COATED)	POUND	7667	\$2.00	\$15,334.00	\$4.68	\$35,881.56	\$4.40	\$33,734.80	\$4.50	\$34,501.50	\$5.00	\$38,335.00	\$4.90	\$37,568.30
	32	2401.601	STRUCTURE EXCAVATION (EV)	LUMP SUM	1	\$40,000.00	\$40,000.00	\$10,000.00	\$10,000.00	\$11,800.00	\$11,800.00	\$25,000.00	\$25,000.00	\$10,500.00	\$10,500.00	\$20,000.00	\$20,000.00
	33	2411.618	ARCHITECTURAL CONCRETE TEXTURE (MINNESOTA ASHLAR)	SQ FT	490	\$30.00	\$14,700.00	\$45.43	\$22,260.70	\$42.50	\$20,825.00	\$44.50	\$21,805.00	\$47.00	\$23,030.00	\$47.50	\$23,275.00
	34	2411.618	ARCHITECTURAL SURFACE FINISH (SINGLE COLOR)	SQ FT	490	\$5.00	\$2,450.00	\$25.58	\$12,534.20	\$24.00	\$11,760.00	\$25.00	\$12,250.00	\$26.00	\$12,740.00	\$26.80	\$13,132.00
	35	2451.507	FINE AGGREGATE BEDDING (CV)	CU YD	49	\$100.00	\$4,900.00	\$75.00	\$3,675.00	\$79.90	\$3,915.10	\$55.00	\$2,695.00	\$82.00	\$4,018.00	\$60.00	\$2,940.00
	36	2501.502	15" RC PIPE APRON	EACH	2	\$1,500.00	\$3,000.00	\$1,761.13	\$3,522.26	\$1,400.00	\$2,800.00	\$1,400.00	\$2,800.00	\$1,740.00	\$3,480.00	\$1,500.00	\$3,000.00
	37	2501.502	42" RC PIPE APRON	EACH	1	\$4,500.00	\$4,500.00	\$4,268.08	\$4,268.08	\$3,380.00	\$3,380.00	\$3,500.00	\$3,500.00	\$3,775.00	\$3,775.00	\$5,000.00	\$5,000.00
	38	2501.503	88" SPAN RC PIPE-ARCH CULV CL IIA	LIN FT	136	\$881.62	\$119,900.32	\$649.39	\$88,317.04	\$626.00	\$85,136.00	\$800.00	\$108,800.00	\$760.00	\$103,360.00	\$1,200.00	\$163,200.00
	39	2502.602	CONNECT TO EXISTING ROOF DRAIN	EACH	2	\$750.00	\$1,500.00	\$1,142.33	\$2,284.66	\$1,330.00	\$2,660.00	\$1,250.00	\$2,500.00	\$1,320.00	\$2,640.00	\$2,000.00	\$4,000.00
	40	2503.503	12" DUCTILE IRON PIPE SEWER (STORM)	LIN FT	197	\$75.00	\$14,775.00	\$120.95	\$23,827.15	\$121.00	\$23,837.00	\$135.00	\$26,595.00	\$127.00	\$25,019.00	\$150.00	\$29,550.00
	41	2503.503	15" RC PIPE SEWER 3006 CLASS V	LIN FT	474	\$85.00	\$40,290.00	\$57.72	\$27,359.28	\$65.00	\$30,810.00	\$78.00	\$36,972.00	\$78.00	\$36,972.00	\$85.00	\$40,290.00
	42	2503.503	42" RC PIPE SEWER DES 3006 CL III	LIN FT	92	\$250.00	\$23,000.00	\$235.79	\$21,692.68	\$216.00	\$19,872.00	\$237.50	\$21,850.00				

						Engineer Estimate		1 Swan Companies		2 Park Construction Company		3 New Look Contracting, Inc.		4 Boulder Creek, Inc		5 Urban Companies	
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
	56	2511.507	RANDOM RIP RAP CLASS IV	CU YD	125	\$150.00	\$18,750.00	\$95.00	\$11,875.00	\$137.00	\$17,125.00	\$125.00	\$15,625.00	\$122.00	\$15,250.00	\$125.00	\$15,625.00
	57	2511.607	INSTALL RANDOM RIPRAP	CU YD	63.00	\$70.00	\$4,410.00	\$45.00	\$2,835.00	\$82.40	\$5,191.20	\$50.00	\$3,150.00	\$38.00	\$2,394.00	\$50.00	\$3,150.00
	58	2521.518	3" BITUMINOUS WALK	SQ FT	15,263.00	\$3.00	\$45,789.00	\$2.25	\$34,341.75	\$2.00	\$30,526.00	\$2.50	\$38,157.50	\$2.50	\$38,157.50	\$1.80	\$27,473.40
	59	2521.618	4" CONCRETE STOOP ON FOOTINGS	EACH	5	\$5,000.00	\$25,000.00	\$962.50	\$4,812.50	\$901.00	\$4,505.00	\$1,100.00	\$5,500.00	\$1,050.00	\$5,250.00	\$1,006.00	\$5,030.00
	60	2521.618	4" CONCRETE WALK	SQ FT	3537	\$10.00	\$35,370.00	\$7.15	\$25,289.55	\$6.70	\$23,697.90	\$7.25	\$25,643.25	\$8.00	\$28,296.00	\$8.50	\$30,064.50
	61	2521.618	6" CONCRETE WALK	SQ FT	3677	\$18.00	\$66,186.00	\$11.61	\$42,689.97	\$10.90	\$40,079.30	\$10.00	\$36,770.00	\$12.50	\$45,962.50	\$13.50	\$49,639.50
	62	2531.504	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	64	\$180.00	\$11,520.00	\$146.52	\$9,377.28	\$137.00	\$8,768.00	\$110.00	\$7,040.00	\$162.50	\$10,400.00	\$162.00	\$10,368.00
	63	2531.604	8" CONCRETE VALLEY GUTTER	SQ YD	12.00	\$165.00	\$1,980.00	\$146.52	\$1,758.24	\$137.00	\$1,644.00	\$110.00	\$1,320.00	\$162.50	\$1,950.00	\$162.00	\$1,944.00
	64	2531.618	TRUNCATED DOMES	SQ FT	188	\$65.00	\$12,220.00	\$77.00	\$14,476.00	\$72.10	\$13,554.80	\$66.00	\$12,408.00	\$89.50	\$16,826.00	\$80.50	\$15,134.00
	65 -		MODIFY STAIRWAY RAILING	LUMP SUM	1	\$3,500.00	\$3,500.00	\$3,300.00	\$3,300.00	\$3,090.00	\$3,090.00	\$3,200.00	\$3,200.00	\$3,450.00	\$3,450.00	\$10,000.00	\$10,000.00
	66	2531.603	B612 CONCRETE CURB & GUTTER	LIN FT	1401	\$40.00	\$56,040.00	\$29.87	\$41,847.87	\$28.00	\$39,228.00	\$31.50	\$44,131.50	\$31.00	\$43,431.00	\$37.00	\$51,837.00
	67	2532.603	B618 CONCRETE CURB & GUTTER	LIN FT	56	\$45.00	\$2,520.00	\$37.13	\$2,079.28	\$34.80	\$1,948.80	\$38.50	\$2,156.00	\$39.00	\$2,184.00	\$46.00	\$2,576.00
	68	2540.602	BENCH	EACH	3	\$2,000.00	\$6,000.00	\$1,750.00	\$5,250.00	\$2,580.00	\$7,740.00	\$4,500.00	\$13,500.00	\$950.00	\$2,850.00	\$4,000.00	\$12,000.00
	69	2540.602	BICYCLE RACK	EACH	1	\$1,000.00	\$1,000.00	\$950.00	\$950.00	\$2,580.00	\$2,580.00	\$1,500.00	\$1,500.00	\$850.00	\$850.00	\$1,000.00	\$1,000.00
	70	2545.602	INSTALL LIGHTING UNIT	EACH	4	\$3,000.00	\$12,000.00	\$6,750.00	\$27,000.00	\$5,170.00	\$20,680.00	\$5,665.00	\$22,660.00	\$1,500.00	\$6,000.00	\$5,445.00	\$21,780.00
	71	2557.503	WIRE FENCE DESIGN SPECIAL VINYL COATED	LIN FT	92	\$150.00	\$13,800.00	\$300.00	\$27,600.00	\$206.00	\$18,952.00	\$290.00	\$26,680.00	\$300.00	\$27,600.00	\$302.00	\$27,784.00
	72	2563.601	TRAFFIC CONTROL	LUMP SUM	1	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$1,960.00	\$1,960.00	\$3,500.00	\$3,500.00	\$2,200.00	\$2,200.00	\$15,000.00	\$15,000.00
	73	2564.518	SIGN PANEL TYPE C	SQ FT	53	\$70.00	\$3,710.00	\$38.50	\$2,040.50	\$37.10	\$1,966.30	\$39.00	\$2,067.00	\$41.00	\$2,173.00	\$60.00	\$3,180.00
	74	2564.518	SIGN PANEL TYPE D	SQ FT	6	\$75.00	\$450.00	\$50.00	\$300.00	\$46.40	\$278.40	\$49.00	\$294.00	\$52.00	\$312.00	\$85.00	\$510.00
	75	2564.602	SIGN POST	EACH	12	\$200.00	\$2,400.00	\$325.00	\$3,900.00	\$108.00	\$1,296.00	\$113.00	\$1,356.00	\$120.00	\$1,440.00	\$175.00	\$2,100.00
	76	2564.602	INSTALL SIGN	EACH	2	\$450.00	\$900.00	\$150.00	\$300.00	\$77.30	\$154.60	\$81.00	\$162.00	\$85.00	\$170.00	\$125.00	\$250.00
	77	2565.603	2" NON-METALLIC CONDUIT	LIN FT	225	\$11.00	\$2,475.00	\$25.00	\$5,625.00	\$16.70	\$3,757.50	\$18.00	\$4,050.00	\$5.50	\$1,237.50	\$17.60	\$3,960.00
	78 -		4" CONDUIT FOR IRRIGATION MAIN	LIN FT	152	\$14.00	\$2,128.00	\$19.22	\$2,921.44	\$15.50	\$2,356.00	\$12.00	\$1,824.00	\$21.00	\$3,192.00	\$50.00	\$7,600.00
	79 -		6" VALVE BOX WITH COVER FOR IRRIGATION MAIN	EACH	8	\$15.00	\$120.00	\$200.00	\$1,600.00	\$103.00	\$824.00	\$500.00	\$4,000.00	\$115.00	\$920.00	\$250.00	\$2,000.00
	80	2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$0.01	\$0.01	\$2,500.00	\$2,500.00	\$3,900.00	\$3,900.00	\$2,500.00	\$2,500.00
	81	2573.502	STORM DRAIN INLET PROTECTION	EACH	24.00	\$250.00	\$6,000.00	\$300.00	\$7,200.00	\$205.00	\$4,920.00	\$145.00	\$3,480.00	\$200.00	\$4,800.00	\$350.00	\$8,400.00
	82	2573.503	FLOTATION SILT CURTAIN TYPE MOVING WATER	LIN FT	113	\$30.00	\$3,390.00	\$25.00	\$2,825.00	\$21.00	\$2,373.00	\$20.00	\$2,260.00	\$29.00	\$3,277.00	\$40.00	\$4,520.00
	83	2573.503	SEDIMENT CONTROL LOG TYPE WOOD CHIP	LIN FT	1290	\$3.25	\$4,192.50	\$4.00	\$5,160.00	\$2.40	\$3,096.00	\$5.00	\$6,450.00	\$3.50	\$4,515.00	\$7.00	\$9,030.00
	84	2573.503	SILT FENCE TYPE MS	LIN FT	2174	\$3.50	\$7,609.00	\$2.75	\$5,978.50	\$2.20	\$4,782.80	\$4.00	\$8,696.00	\$2.25	\$4,891.50	\$5.00	\$10,870.00
	85	2574.507	COMMON TOPSOIL BORROW (LV)	CU YD	390	\$50.00	\$19,500.00	\$27.08	\$10,561.20	\$53.20	\$20,748.00	\$40.00	\$15,600.00	\$49.00	\$19,110.00	\$55.00	\$21,450.00
	86	2575.504	EROSION CONTROL BLANKET CAT 3N, SEEDMIX 34-181	SQ YD	198.00	\$5.50	\$1,089.00	\$3.25	\$643.50	\$2.60	\$514.80	\$5.00	\$990.00	\$3.50	\$693.00	\$12.00	\$2,376.00
	87	2575.504	EROSION CONTROL BLANKET CAT 3N, SEEDMIX 34-262	SQ YD	518	\$5.50	\$2,849.00	\$2.55	\$1,320.90	\$2.45	\$1,269.10	\$5.00	\$2,590.00	\$4.00	\$2,072.00	\$12.00	\$6,216.00
	88	2575.507	MULCH MATERIAL TYPE 5	CU YD	30.00	\$10.00	\$300.00	\$30.00	\$900.00	\$61.80	\$1,854.00	\$75.00	\$2,250.00	\$85.00	\$2,550.00	\$100.00	\$3,000.00
	89	2575.604	HYDROMULCH W/ MNDOT SEED MIX 35-241	SQ YD	2,768.00	\$3.50	\$9,688.00	\$2.75	\$7,612.00	\$2.20	\$6,089.60	\$1.75	\$4,844.00	\$2.25	\$6,228.00	\$6.00	\$16,608.00
	90	2582.503	4" SOLID LINE MULTI COMP	LIN FT	4587	\$2.00	\$9,174.00	\$2.31	\$10,595.97	\$2.15	\$9,862.05	\$2.25	\$10,320.75	\$6.50	\$29,815.50	\$2.90	\$13,302.30
	91	2582.518	PAVT MSSG MULTI COMP	SQ FT	23	\$20.00	\$460.00	\$22.00	\$506.00	\$20.60	\$473.80	\$35.00	\$805.00	\$65.00	\$1,495.00	\$22.50	\$517.50
Base Bid Total:							\$1,566,143.07		\$1,351,289.86		\$1,408,755.16		\$1,444,940.75		\$1,524,789.00		\$1,929,469.95

CITY OF PLYMOUTH

RESOLUTION No. 2025-078

RESOLUTION APPROVING THE BID AND AUTHORIZE RECONSTRUCTION OF THE PLYMOUTH ICE CENTER REAR PARKING LOT, CULVERT EXTENSION AND TRAIL (SRP202201)

WHEREAS, on February 28, 2025 at 1 p.m. bids were publicly opened with a total of five bids received; and

Contractor	Base Bid
Swan Companies	\$1,351,289.86
Park Construction Company	\$1,408,755.16
New Look Contracting, Inc.	\$1,444,940.75
Boulder Creek, Inc.	\$1,524,789.00
Urban Companies	\$1,929,469.95

WHEREAS, Swan Companies is the lowest responsible bidder, complying with the minimum qualifications; and

WHEREAS, staff and Bolton & Menk recommends awarding the project to Swan Companies.

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 Swan Companies of Savage, MN in the name of the City of Plymouth for the Plymouth Ice Center Rear Parking Lot, Culvert Extension and Trail (SRP202201) according to the plans and specifications therefore approved by the City Council and on file with Parks & Recreation in the amount of \$1,351,289.86.
2. The total cost of the project is \$1,768,730.85 and includes construction of \$1,351,289.86 and engineering, administration and contingencies of \$417,440.99.

BE IT FURTHER RESOLVED, that the project would be funded from Surplus Fund for \$959,409, Park Dedication Fund for \$380,905.33, Park Replacement Fund for \$90,898.31 and LifeTime Fitness contribution of \$337,518.21.

APPROVED by the City Council on this 13th day of March, 2025.

To: Dave Callister, City Manager

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

Reviewed by: Michael Thompson, Public Works Director

Item: **Approve final closeout for the Pineview Lane and Plum Tree East Rehabilitation Project (ST229002)**

1. Action Requested:

Adopt attached resolution approving final closeout for the Pineview Lane and Plum Tree East Rehabilitation Project (ST229002).

2. Background:

This project rehabilitated roadways in the Plum Tree East neighborhood as well as Pineview Lane between 53rd Avenue and Northwest Boulevard. Improvements with the project included mill and overlay of roadways, full-depth pavement reclamation, replacement of concrete curb and gutter in poor condition, and utility improvements. Work on the project has been completed and certified as meeting project specifications by the city engineer.

3. Budget Impact:

Council previously approved a budget of \$1,949,145.49 for this project. At project completion, the total project cost was \$1,526,567.73 which includes the improvements (\$1,510,583.99) and administration (\$15,983.74).

The project is funded from the Street Reconstruction Fund (\$1,121,547.42), special assessments (\$283,807), the Water Fund (\$85,833.22), the Water Resources Fund (\$18,000), and the Sewer Fund (\$17,380.09).

4. Attachments:

1. Location Map
2. Payment 4 & Final

3. City Council Resolution 2025-079



Interstate 494

Co Rd 47

Bass Lake Road

Northwest Blvd

Bass Lake

Pineview Lane

Schmidt Lake Road



**Pineview Ln & Plum Tree East
Street Rehabilitation Project
(ST229002)**

0 1,080 Feet

**Pineview Lane
Reclamation**





**Pineview Ln & Plum Tree East
Street Rehabilitation Project
(ST229002)**

**Plum Tree East
Mill & Overlay**



**Partial Payment Estimate**Payment # **4 - Final**For Work accomplished through the date of: 12/1/2022Payment date of: 2/8/2022Owner City of Plymouth, MNContractor: Asphalt Surface Technologies CorporationContract for: Pineview Lane & Plum Tree East Street Rehabilitation ProjectLocation City of Plymouth, MNPO No. 2022- 00000895 City Project No. ST229002

\\fsch\pwr\Projects\Current Projects\2020-2023\12-51229002 Pineview Ln & Plum Tree East Street Rehabilitation\Payment\Contractor\PP No. 4\Project Qty Book Pineview&Plum Tree APP 4-Final.xlsx\APP Summary

1 Original Contract Amount		\$1,331,455.91
2 Net change by Written Amendments to Contract Amount (+ or -)		\$3,223.50
3 Current Contract Amount (1 plus 2)		\$1,334,679.41
4 Total Unit Price Work Completed to Date:		\$1,214,520.86
5 Change Orders - Amount Completed		\$3,223.50
6 Extra Work Orders - Amount Completed		\$0.00
7 Supplemental Agreements - Amount Completed		\$0.00
8 Materials on Hand (MOH), Not Incorporated into Work		\$0.00
9 Gross Amount Due		\$1,217,744.36
10 Minus	0.00% Retainage	\$0.00
11 Total completed and stored to date less retainage		\$1,217,744.36
12 Less previous Application for Payments:		-\$1,197,118.36
13 Payment No 1	\$418,998.86	Payment No 5
14 Payment No 2	\$528,791.37	Payment No 6
15 Payment No 3	\$249,328.13	Payment No 7
16 Payment No 4		Payment No 8
17 DUE THIS APPLICATION		\$20,626.00

Accompanying Documentation:

CONTRACTOR'S Certification:

Payment numbered 4 - Final through 4 - Final inclusive;

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge. CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment. (2) title of all Work, materials and equipment incorporated in said Work otherwise listed or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contracts Documents and not defective.

Dated: 12-28-2022Asphalt Surface Technologies Corporation

CONTRACTOR

Signature: (Lance Bambura)Payment of \$20,626.00 DUE THIS APPLICATION is approved.Dated: 2-8-2022City of Plymouth, MN

OWNER

Signature: Chris LaBounty, PE

Chris LaBounty, PE

OK TO Pay

Pineview Lane & Plum Tree East Street Rehabilitation Project
PO No. 2022-0000895
City Project No. ST220002
Contract Amount: \$1,334,679.41

TOTAL EXTRA WORK:	\$3,223.50	\$3,223.50
TOTAL WORK TO DATE	\$5,310.40	\$1,214,520.86
TOTAL EXTRA WORK TO DATE	\$3,223.50	\$3,223.50
TOTAL MOH TO DATE:		
TOTAL TO DATE:	\$8,533.90	\$1,217,744.36
RETAINAGE:		
TOTAL PAYMENT TO DATE:	\$8,533.90	\$1,217,744.36

CITY OF PLYMOUTH

RESOLUTION No. 2025-079

RESOLUTION APPROVING FINAL CLOSEOUT FOR THE PINEVIEW LANE AND PLUM TREE EAST REHABILITATION PROJECT (ST229002)

WHEREAS, the City of Plymouth as the owner, and Asphalt Surface Technologies Corp. as the contractor, have entered into an agreement for the Pineview Lane and Plum Tree East Rehabilitation Project. Said agreement was approved by the City Council on April 26, 2022; and

WHEREAS, the City Engineer has certified his acceptance of the work and his approval of the request for final payment.

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

1. That the original contract amount between the owner and the contractor was \$1,331,455.91, the revised contract amount was \$1,334,679.41, and the final contract amount is \$1,217,744.36, or 8.8% under the revised contract amount.
2. That the work performed by the contractor for the Pineview Lane and Plum Tree East Rehabilitation Project and certified to the Council by the engineer as acceptable, being the same, is released from the contract except as to the conditions of the performance bond, any and all legal rights of the owner, required guarantees, and correction of faulty work after final payment.
3. The total project cost is \$1,526,567.73, which includes the improvements (\$1,510,583.99) and administration (\$15,983.74).

BE IT FURTHER RESOLVED:

1. The original funding for this project was from the Street Reconstruction Fund (\$1,530,538.49), special assessments (\$283,807), the Water Fund (\$100,000), the Water Resources Fund (\$18,000), and the Sewer Fund (\$16,800).
2. That the funding for this project would be from the Street Reconstruction Fund (\$1,121,547.42), special assessments (\$283,807), the Water Fund (\$85,833.22), the Water Resources Fund (\$18,000), and the Sewer Fund (\$17,380.09).

APPROVED by the City Council on this 13th day of March, 2025.

To: Dave Callister, City Manager

Prepared by: Jennifer Tomlinson, Parks and Recreation Director

Reviewed by: Jennifer Tomlinson, Parks and Recreation Director

Item: **Approve resolution supporting grant application for funding for parcel acquisition through the State Outdoor Recreation Grant**

1. Action Requested:

Approve resolution

2. Background:

Plymouth Parks and Recreation has been working with members of the community on the potential acquisition of a parcel of land owned by the Union Pacific Railroad. The parcel is located at 12955 16th Ave N and abuts the Luce Line Regional Trail. The parcel consists of 1.3 acres of abandoned rail spur that is envisioned to provide a direct access point to the Luce Line Regional Trail. If the grant is successful, the parcel will be developed with a small parking lot and paved pathway providing public access to the Luce Line Regional Trail in an area that is currently lacking access. The city has performed an appraisal of the property and negotiated the potential purchase with Union Pacific for \$300,000 for acquisition. The grant is intended to cover the purchase price in addition to improvements and is part of a larger fundraising effort by the community.

3. Budget Impact:

None at this time.

4. Attachments:

1. City Council Resolution 2025-080

CITY OF PLYMOUTH

RESOLUTION No. 2025-080

RESOLUTION SUPPORTING THE CITY OF PLYMOUTH’S APPLICATION FOR FUNDING FOR PARCEL ACQUISITION THROUGH THE STATE OUTDOOR RECREATION GRANT

BE IT RESOLVED that the City of Plymouth act as legal sponsor for the project contained in the Outdoor Recreation Grant application to be submitted on March 31, 2025, and that Jennifer Tomlinson is hereby authorized to apply to the Department of Natural Resources for funding of this project on behalf of the City of Plymouth.

BE IT FURTHER RESOLVED that the applicant maintains an adequate Conflict of Interest Policy and, throughout the term of the contract, will monitor and report any actual or potential conflicts of interest to the State, upon discovery.

BE IT FURTHER RESOLVED that the City of Plymouth has the legal authority to apply for financial assistance, and it has the financial capability to meet the match requirement (if any) and ensure adequate construction, operation, maintenance and replacement of the proposed project for its design life.

BE IT FURTHER RESOLVED that the City of Plymouth has not incurred any development costs and has not entered into a written purchase agreement to acquire the property described in the Cost Breakdown section on this application.

BE IT FURTHER RESOLVED that the City of Plymouth has or will acquire fee title or permanent easement over all the land described in the boundary map or recreational site plan included in the application.

BE IT FURTHER RESOLVED that, upon approval of its application by the State, the City of Plymouth may enter into an agreement with the State for the above-referenced project, and that the City of Plymouth certifies that it will comply with all applicable laws and regulations as stated in the grant agreement including dedicating the park property for uses consistent with the funding grant program into perpetuity.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA, that Dave Callister is hereby authorized to execute such agreements as necessary to implement the project on behalf of the City.

APPROVED by the City Council on this 13th day of March 2025.

To: Dave Callister, City Manager

Prepared by: Chris McKenzie, Engineering Services Manager

Reviewed by: Michael Thompson, Public Works Director

Item: **Approve acquisition of easements for the 2024 Sanitary Sewer Lining and Maintenance Project (SS249001)**

1. Action Requested:

Adopt attached resolution approving acquisition of easements for the 2024 Sanitary Sewer Lining and Maintenance Project (SS249001).

2. Background:

On May 28, 2024, City Council approved the construction contract for the 2024 Sanitary Sewer Lining and Maintenance Project. Acquisition of permanent and temporary easements over two properties is necessary to allow the city to replace the sanitary sewer crossing underneath Interstate 494 between The Boulevard (former Prudential site) development and the Lake Camelot Estates subdivision. Staff negotiated acquisition of the easements with the Lake Camelot Villas Homeowners Association, which allows for construction of the project as well as ongoing access and maintenance. Construction of this portion of the project is anticipated for later this spring.

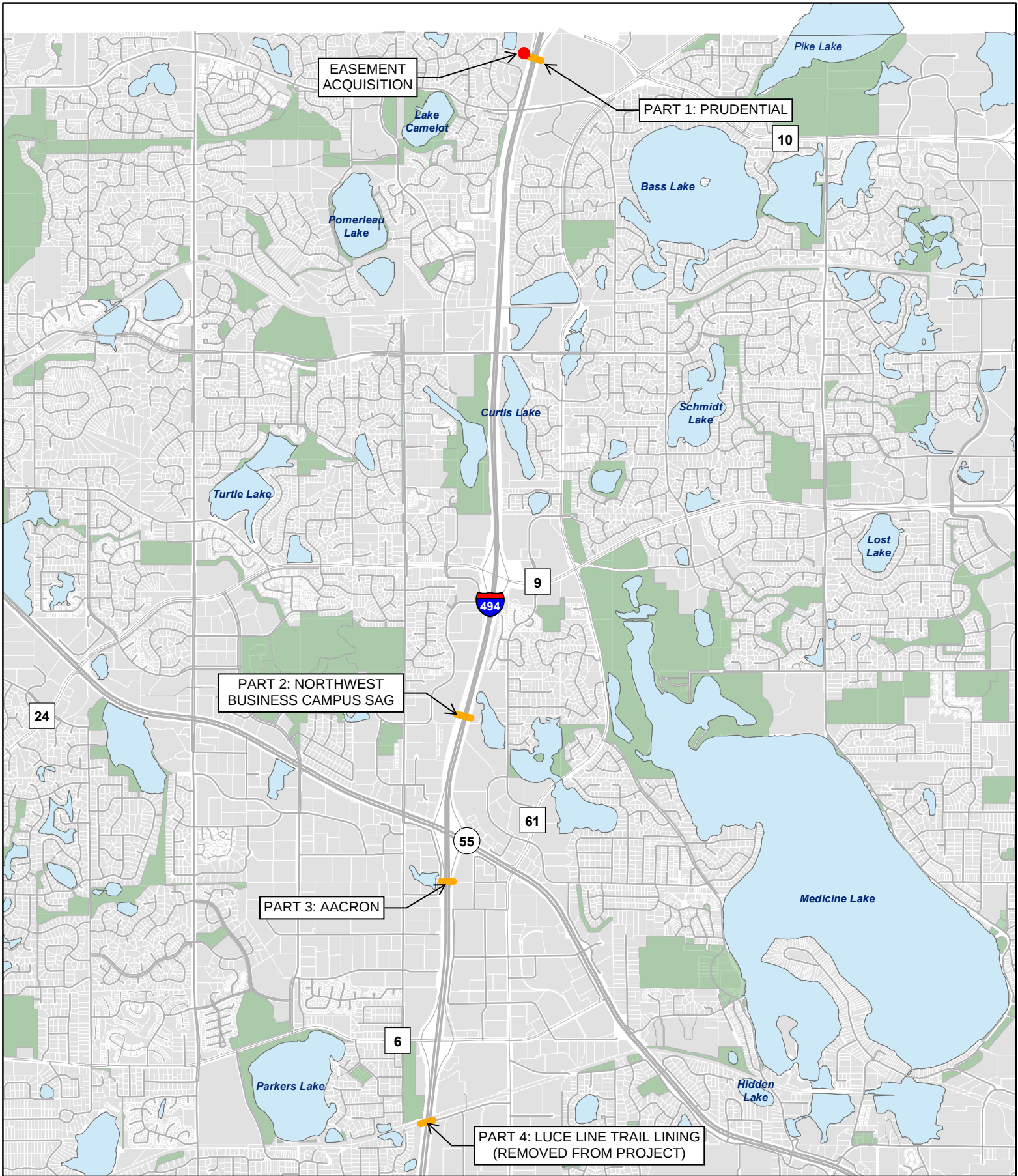
3. Budget Impact:

The cost of this easement acquisition is \$28,000 and is included in the project budget of \$2,212,260.92 previously approved by council.

4. Attachments:

1. Project Location Map
2. Easement Location Map
3. Easement Document - Access

4. Easement Document - Access, Drainage, & Utility
5. City Council Resolution 2025-081



2024 Sanitary Sewer Lining and Maintenance Project City Project #SS249001

1,352 Feet

Project Area



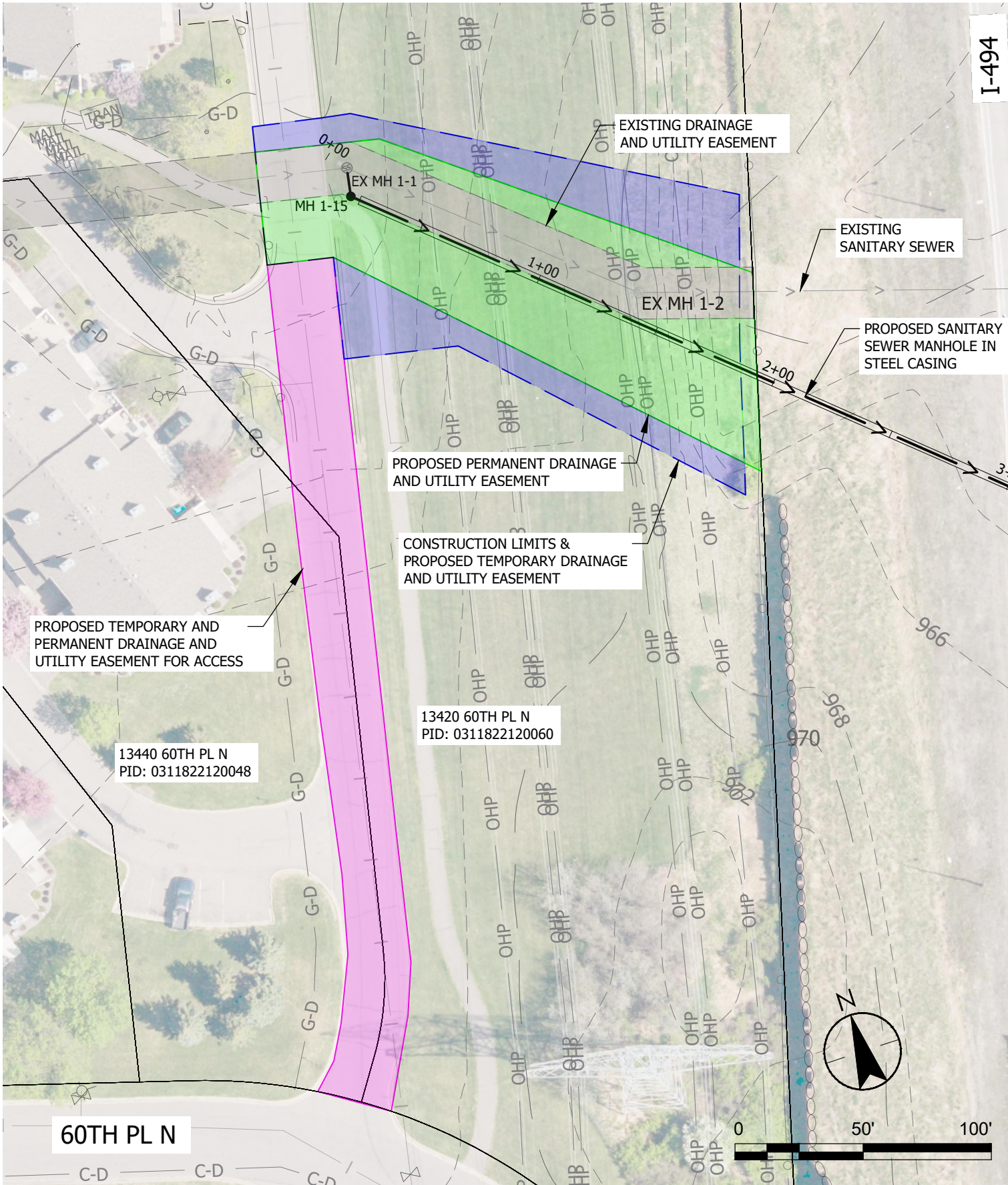
0

5,000 Feet



Plot Date: 04/25/2024 - 9:41 am
 Drawing Title: Lake Camelot Estates HOA Proposed Drainage and Utility Easement
 Project Name: 13420 60TH PL N
 Project ID: 0311822120060
 Drawing Scale: 1" = 50'

I-494



LAKE CAMELOT ESTATES HOA PROPOSED DRAINAGE AND UTILITY EASEMENT

CITY OF PLYMOUTH

2024 SANITARY SEWER LINING AND MAINTENANCE PROJECT

FIGURE: 1

GRANT OF PERMANENT EASEMENT

LAKE CAMELOT VILLAS HOMEOWNER'S ASSOCIATION, a Minnesota non-profit corporation, hereinafter referred to as "Grantor", in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant unto the **CITY OF PLYMOUTH**, a Minnesota municipal corporation, the Grantee, hereinafter referred to as the "City", its successors and assigns, a non-exclusive easement for ingress and egress over, across, on, under, and through land situated within the County of Hennepin, State of Minnesota, legally described on the attached Exhibit "A" and depicted on the attached Exhibit "B (the "Access Easement Premises"), including the rights of the City, its contractors, agents, servants, and assigns, to enter upon the Access Easement Premises at all reasonable times to construct, reconstruct, inspect, repair, and maintain said access to the City's drainage and utility easement, together with the right to grade, level, fill, drain and excavate the Access Easement Premises, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said access to the City's drainage and utility easement.

Grantee, its successors and assigns understand and agree that they will be responsible for restoring, repairing, replacing, and/or paying all costs, expenses, or damages resulting from or arising out of any construction, reconstruction, inspection, repairs, maintenance, ingress or egress, or other work or

activities done by the City, its contractors, agents, servants and assigns, including as discussed in Paragraphs 1, 2 and 3 above, whether occurring on or in relation to the Permanent Easement Premises, Access Easement Premises, or Temporary Easement Premises. This includes, but is not limited to, damage to grass/sod, curbs, gutters, roadways, irrigation systems or components, townhomes or units. If Grantee, its successors and assigns fail to make such repairs in a timely manner, including after a request made by Grantor to do so, Grantor may arrange for such repairs or restoration work to be done; and Grantee, its successors and assigns will promptly pay for or reimburse Grantor said costs, expenses, and damages in full as well as any attorneys' fees or costs incurred to obtain payment or reimbursement.

The above named Grantor, for itself, its successors and assigns, does covenant with the City, its successors and assigns, that it is well seized in fee title of the above-described Access Easement Premises and it has the sole right to grant and convey the easement to the City; that there are no unrecorded interests in the Access Easement Premises; and that it will indemnify and hold the City harmless for any breach of the foregoing covenants.

*[Remainder of page intentionally left blank.
Signature page follows.]*

day of February, 2025.

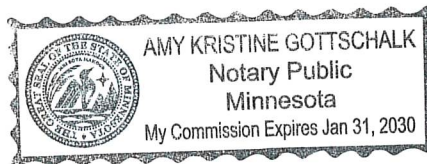
GRANTOR:
LAKE CAMELOT VILLAS HOMEOWNER'S
ASSOCIATION

By: Amplio Bmanche
Its: President

[illegible]

The foregoing instrument was acknowledged before me this 27th day of February, 2025 by Amy-Marie Lemanski, the President of **Lake Camelot Villas Homeowner's Association**, a non-profit corporation organized under the laws of the State of Minnesota, Grantor.

Amy L. Gottschall
Notary Public



DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: 651-452-5000
CAB

EXHIBIT "A"
TO
GRANT OF PERMANENT EASEMENT
Legal Description

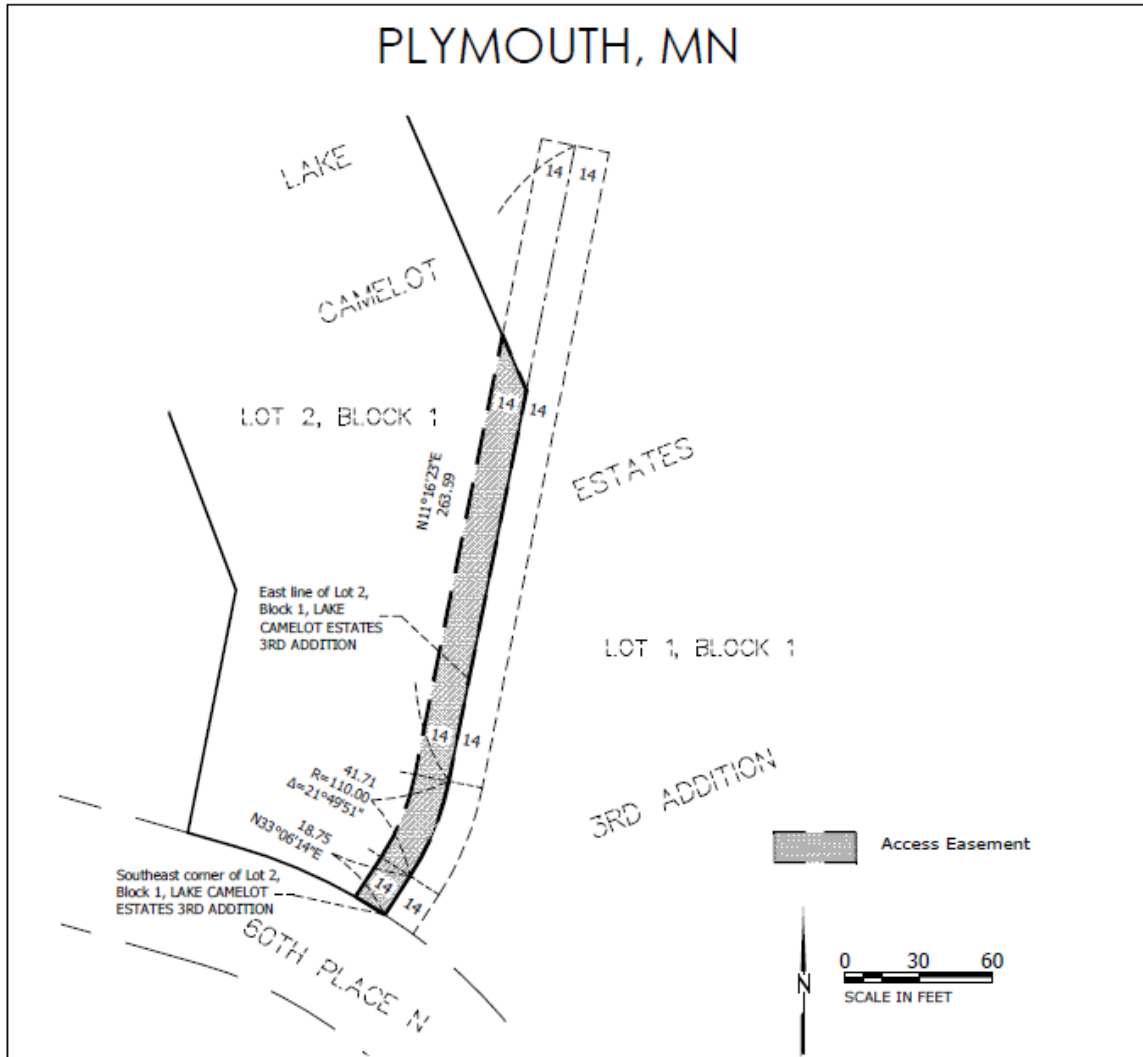
Access Easement

A 28.00 foot permanent easement for access purposes over, under, and across that part of Lot 2, Block 1, LAKE CAMELOT ESTATES 3RD ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota, the centerline is described as follows:

Beginning at the southeast corner of said Lot 2; thence North 33 degrees 06 minutes 14 second East, assumed bearing along the easterly line of said Lot 2, a distance of 18.75 feet; thence continuing northeasterly along said easterly line of Lot 2 a distance of 41.71 feet along a tangential curve having a radius of 110.00 feet and central angle of 21 degrees 49 minutes 51 seconds; thence continuing along said easterly line of Lot 2 and its northeasterly extension North 11 degrees 16 minutes 23 seconds East tangent to last curve, 263.59 feet and said centerline there terminating. The sidelines of said easement are prolonged or shortened to the south line of said Lot 2, Block 1, thereof.

All within Condominium Number 644 Lake Camelot Villas, a Condominium, Hennepin County, Minnesota.

EXHIBIT "B" **TO** **GRANT OF PERMANENT EASEMENT**



ACCESS EASEMENT

A 28.00 foot permanent easement for access purposes over, under, and across that part of Lot 2, Block 1, LAKE CAMELOT ESTATES 3RD ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota, the centerline is described as follows:

Beginning at the southeast corner of said Lot 2; thence North 33 degrees 06 minutes 14 second East, assumed bearing along the easterly line of said Lot 2, a distance of 18.75 feet; thence continuing northeasterly along said easterly line of Lot 2 a distance of 41.71 feet along a tangential curve having a radius of 110.00 feet and central angle of 21 degrees 49 minutes 51 seconds; thence continuing along said easterly line of Lot 2 and its northeasterly extension North 11 degrees 16 minutes 23 seconds East tangent to last curve. 263.59 feet and said centerline there terminating. The sidelines of said easement are prolonged or shortened to the south line of said Lot 2, Block 1, thereof.

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: DANIEL J. ROEBER

SIGNATURE: *Daniel J. Roeber*

DATE JUNE 13, 2024 LIC. NO. 43133



Stantec

Minneapolis Office
733 Marquette Ave
Suite 1000
Minneapolis, MN 55402
Phone: 612-712-2000
Website: www.stantec.com

SURVEY
193806834_V602.dwg

DRAWN
DJR

PROJ. NO.
193806834

GRANT OF PERMANENT AND TEMPORARY EASEMENTS

LAKE CAMELOT VILLAS HOMEOWNER'S ASSOCIATION, a Minnesota non-profit corporation, hereinafter referred to as "Grantor", in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant unto the **CITY OF PLYMOUTH**, a Minnesota municipal corporation, the Grantee, hereinafter referred to as the "City", its successors and assigns, the following easements:

1. A permanent easement for a public drainage and utility systems purposes over, across, on, under, and through land situated within the County of Hennepin, State of Minnesota, as legally described on the attached Exhibit "A" and depicted on Exhibit "B" ("Permanent Easement Premises"), including the rights of the City, its contractors, agents, servants and assigns to enter upon the Permanent Easement Premises at all reasonable times to construct, reconstruct, inspect, repair, and maintain said public drainage and utility systems over, across, on, under, and through the Permanent Easement Premises, together with the right to grade, level, fill, drain, pave, and excavate the Permanent Easement Premises, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said public drainage and utility systems.

2. A non-exclusive easement for ingress and egress to the Permanent Easement Premises over, across, on, under, and through land situated within the County of Hennepin, State of Minnesota, legally described on the attached Exhibit "A" and depicted on the attached Exhibit "B" (the "Access Easement Premises"), including the rights of the City, its contractors, agents, servants, and assigns, to enter upon the Access Easement Premises at all reasonable times to construct, reconstruct, inspect, repair, and maintain said access to the Permanent Easement Premises, together with the right to grade, level, fill, drain and excavate the Access Easement Premises, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said access to the Permanent Easement Premises.

3. A temporary construction easement over, across, on, under, and through land situated within the County of Hennepin, State of Minnesota, as legally described on the attached Exhibit "A" and depicted on the attached Exhibit "B" (Temporary Easement Premises). To have and to hold the same, unto the City, its contractors, agents, servants and assigns, commencing on February 1, 2025 and expiring September 1, 2025, together with the right of ingress to and egress from the Temporary Easement Premises, for the purpose of constructing, reconstructing, inspecting, repairing, and maintaining the property of the City, at the will of the City, its successors and assigns. Grantor hereby grants the uses herein specified without divesting itself of the right to use and enjoy the above-described Temporary Easement Premises, subject only to the right of the City to use the same for the purposes herein expressed. It is understood that the temporary easement will be restored to a pre-project condition, paid by the city project, resulting from the construction and maintenance of the Temporary Easement Premises. It is further understood that vegetation will be removed, elevations will be altered and that excavation will occur on the temporary easement premises. It is further understood that Grantee, its successors and assigns, will be responsible for restoring the Temporary

IN TESTIMONY WHEREOF, the Grantor hereto has signed this agreement this 27th
day of February, 2025.

GRANTOR:
LAKE CAMELOT VILLAS HOMEOWNER'S
ASSOCIATION

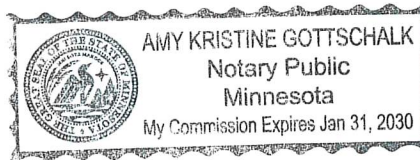
By: Amy Marie Lemanski
Its: President

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 27th day of February,
2025 by Amy-Marie Lemanski, the President of
Lake Camelot Villas Homeowner's Association, a non-profit corporation organized under the laws
of the State of Minnesota, Grantor.

Amy K Gottschalk
Notary Public

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: 651-452-5000
CAB



Easement Premises to its pre-construction condition and for all costs and expenses incurred or required to do so.

Grantee, its successors and assigns understand and agree that they will be responsible for restoring, repairing, replacing, and/or paying all costs, expenses, or damages resulting from or arising out of any construction, reconstruction, inspection, repairs, maintenance, ingress or egress, or other work or activities done by the City, its contractors, agents, servants and assigns, including as discussed in Paragraphs 1, 2 and 3 above, whether occurring on or in relation to the Permanent Easement Premises, Access Easement Premises, or Temporary Easement Premises. This includes, but is not limited to, damage to grass/sod, curbs, gutters, roadways, irrigation systems or components, townhomes or units. If Grantee, its successors and assigns fail to make such repairs in a timely manner, including after a request made by Grantor to do so, Grantor may arrange for such repairs or restoration work to be done; and Grantee, its successors and assigns will promptly pay for or reimburse Grantor said costs, expenses, and damages in full as well as any attorneys' fees or costs incurred to obtain payment or reimbursement

The above named Grantor, for itself, its successors and assigns, does covenant with the City, its successors and assigns, that it is well seized in fee title of the above-described Permanent Easement Premises, Access Easement Premises and Temporary Easement Premises; it has the sole right to grant and convey the easements to the City; that there are no unrecorded interests in the Permanent Easement Premises, Access Easement Premises and/or Temporary Easement Premises; and that it will indemnify and hold the City harmless for any breach of the foregoing covenants.

EXHIBIT "A"
TO
GRANT OF PERMANENT AND TEMPORARY EASEMENTS
Legal Descriptions

ACCESS EASEMENT

A 28.00 foot permanent easement for access purposes over, under, and across that part of Lot 1, Block 1, LAKE CAMELOT ESTATES 3RD ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota, the centerline is described as follows:

Beginning at the southeast corner of Lot 2, Block 1, said plat; thence North 33 degrees 06 minutes 14 second East, assumed bearing along the easterly line of said Lot 2, a distance of 18.75 feet; thence continuing northeasterly along said easterly line of Lot 2 a distance of 41.71 feet along a tangential curve having a radius of 110.00 feet and central angle of 21 degrees 49 minutes 51 seconds; thence continuing along said easterly line of Lot 2 and its northeasterly extension North 11 degrees 16 minutes 23 seconds East tangent to last curve, 263.59 feet and said centerline there terminating. The sidelines of said easement are prolonged or shortened to terminate on the south line of said Lot 1, Block 1, thereof.

All within Condominium Number 644 Lake Camelot Villas, a Condominium, Hennepin County, Minnesota.

PERMANENT DRAINAGE AND UTILITY EASEMENT

A permanent easement for drainage and utility purposes over, under, and across that part of Lot 1, Block 1, LAKE CAMELOT ESTATES 3RD ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota, described as follows:

Commencing at the southeast corner of Lot 2, Block 1, said plat; thence North 33 degrees 06 minutes 14 second East, assumed bearing along the easterly line of said Lot 2, a distance of 18.75 feet; thence continuing northeasterly along said easterly line of Lot 2 a distance of 41.71 feet along a tangential curve having a radius of 110.00 feet and central angle of 21 degrees 49 minutes 51 seconds; thence continuing along said easterly line of Lot 2 and its northeasterly extension North 11 degrees 16 minutes 23 seconds East tangent to last curve, 263.59 feet to the point of beginning; thence South 78 degrees 43 minutes 37 seconds East, 14.00 feet; thence South 48 degrees 41 minutes 10 seconds East, 176.74 feet to the easterly line of said Lot 1; thence North 14 degrees 50 minutes 43 seconds East along said easterly line of Lot 1, a distance of 54.64 feet; thence North 73 degrees 49 minutes 17 seconds West, 46.77 feet; thence North 49 degrees 30 minutes 22 seconds West, 122.74 feet; thence North 78 degrees 39 minutes 43 seconds West, 30.67 feet; thence South 11 degrees 16 minutes 23 seconds West, 30.02 feet to a point of intersection with a line which bears North 78 degrees 43 minutes 37 seconds West from the point of beginning; thence South 78 degrees 43 minutes 37 seconds East, 14.00 feet to the point of beginning.

Together with a permanent easement for drainage and utility purposes over, under, and across said Lot 1, Block 1, described as follows:

Commencing at the southeast corner of Lot 2, Block 1, said plat; thence North 33 degrees 06 minutes 14 second East, assumed bearing along the easterly line of said Lot 2, a distance of 18.75 feet; thence continuing northeasterly along said easterly line of Lot 2 a distance of 41.71 feet along a tangential curve having a radius of 110.00 feet and central angle of 21 degrees 49 minutes 51 seconds; thence continuing along said easterly line of Lot 2 and its northeasterly extension North 11 degrees 16 minutes 23 seconds East tangent to last curve. 263.59 feet; thence South 78 degrees 43 minutes 37 seconds East, 14.00 feet; thence South 48 degrees 41 minutes 10 seconds East, 176.74 feet to the easterly line of said Lot 1; thence North 14 degrees 50 minutes 43 seconds East along said easterly line of Lot 1, a distance of 54.64 feet; thence continuing North 14 degrees 50 minutes 43 seconds East along said easterly line, 20.00 feet to the point of beginning; thence North 52 degrees 24 minute 28 seconds West, 144.17 feet; thence North 78 degrees 39 minutes 43 seconds West, 20.53 feet; thence South 49 degrees 30 minutes 22 seconds East, 122.74 feet; thence 73 degrees 49 minutes 17 seconds East, 42.00 feet to the point of beginning.

All within Condominium Number 644 Lake Camelot Villas, a Condominium, Hennepin County, Minnesota.

TEMPORARY CONSTRUCTION EASEMENT

A temporary easement for construction purposes over, under, and across that part of Lot 1, Block 1, LAKE CAMELOT ESTATES 3RD ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota, described as follows:

Commencing at the southeast corner of Lot 2, Block 1, said plat; thence North 33 degrees 06 minutes 14 second East, assumed bearing along the easterly line of said Lot 2, a distance of 18.75 feet; thence continuing northeasterly along said easterly line of Lot 2 a distance of 41.71 feet along a tangential curve having a radius of 110.00 feet and central angle of 21 degrees 49 minutes 51 seconds; thence continuing along said easterly line of Lot 2 and its northeasterly extension North 11 degrees 16 minutes 23 seconds East tangent to last curve. 263.59 feet; thence South 78 degrees 43 minutes 37 seconds East, 14.00 feet to the point of beginning; thence South 48 degrees 41 minutes 10 seconds East, 176.74 feet to the easterly line of said Lot 1; thence South 14 degrees 50 minutes 43 seconds West along said easterly line of Lot 1, a distance of 18.07 feet; thence North 45 degrees 10 minutes 09 seconds West, 132.87 feet; thence North 78 degrees 39 minutes 43 seconds West, 41.15 feet; thence North 11 degrees 16 minutes 23 second East, 33.02 feet to the point of beginning.

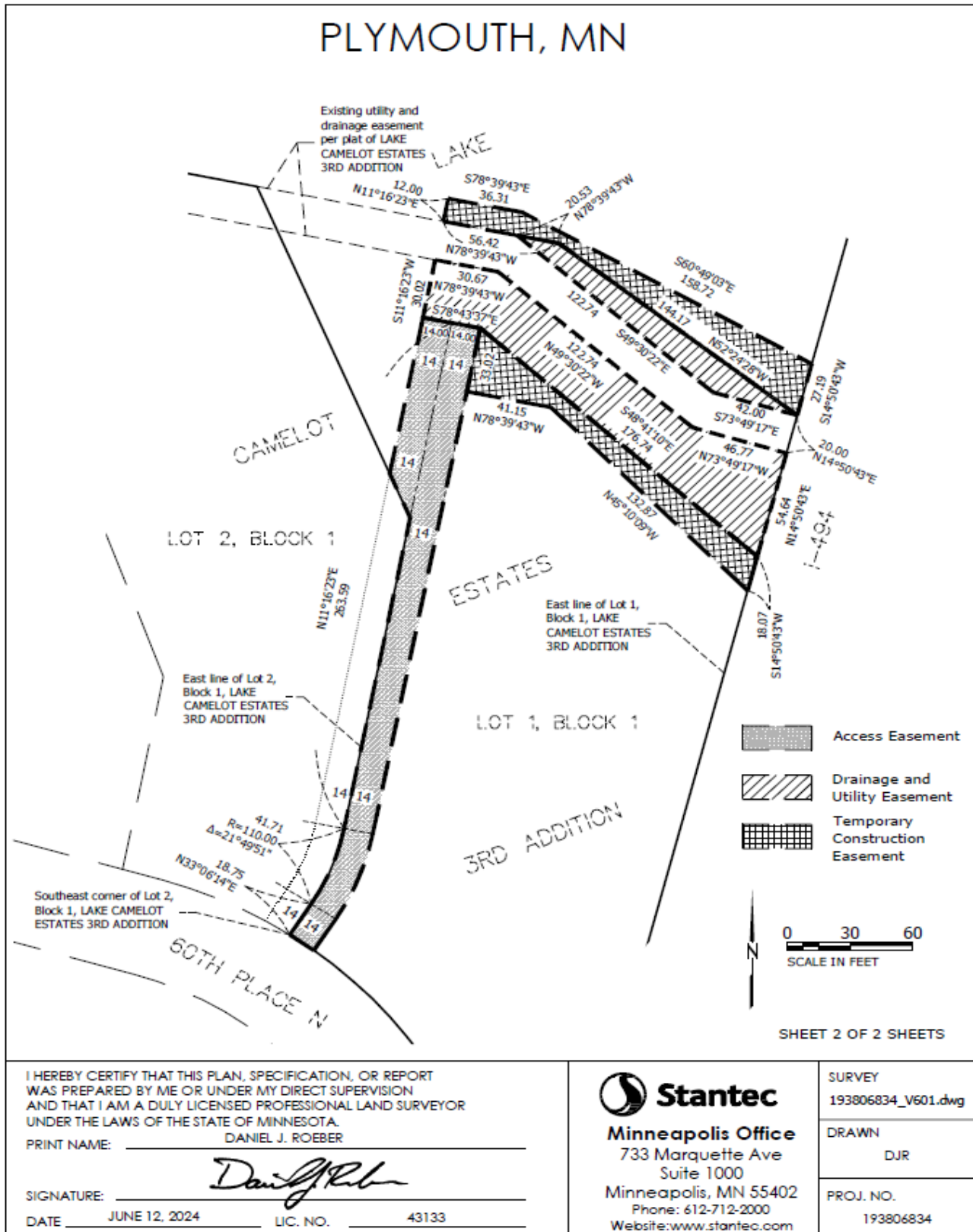
TOGETHER with a temporary easement for construction purposes over, under, and across said Lot 1, Block 1, described as follows:

Commencing at the southeast corner of Lot 2, Block 1, said plat; thence North 33 degrees 06 minutes 14 second East, assumed bearing along the easterly line of said Lot 2, a distance of 18.75 feet; thence continuing northeasterly along said easterly line of Lot 2 a distance of 41.71 feet along a tangential curve having a radius of 110.00 feet and central angle of 21 degrees 49 minutes 51 seconds; thence continuing along said easterly line of Lot 2 and its northeasterly extension North 11 degrees 16 minutes 23 seconds East tangent to last curve. 263.59 feet; thence South 78 degrees 43 minutes 37 seconds East, 14.00 feet; thence South 48 degrees 41 minutes 10 seconds East, 176.74 feet to the easterly line of said Lot 1; thence North 14 degrees 50 minutes 43 seconds East along said easterly line of Lot 1, a distance of 54.64 feet; thence continuing North 14 degrees 50 minutes 39 seconds East along said easterly line, 20.00 feet to the point of beginning; thence North 52 degrees 24 minute 28 seconds West, 144.17 feet; thence North 78 degrees 39 minutes 43 seconds West, 56.42 feet; thence North 11 degrees 16 minutes 23 seconds East,

12.00 feet; thence South 78 degrees 39 minutes 43 seconds East, 36.31 feet; thence South 60 degrees 49 minutes 03 seconds East, 158.72 feet to said easterly line of Lot 1; thence South 14 degrees 50 minutes 43 seconds West, along said easterly line, 27.19 feet to the point of beginning.

All within Condominium Number 644 Lake Camelot Villas, a Condominium, Hennepin County, Minnesota.

EXHIBIT "B"
TO
GRANT OF PERMANENT AND TEMPORARY EASEMENTS



CITY OF PLYMOUTH

RESOLUTION No. 2025-081

RESOLUTION APPROVING ACQUISITION OF EASEMENTS AT LOTS 1 & 2, BLOCK 1, LAKE CAMELOT ESTATES 3RD ADDITION, 2024 SANITARY SEWER LINING AND MAINTENANCE PROJECT (SS249001)

WHEREAS, the City of Plymouth requires permanent easements for construction of improvements with the 2024 Sanitary Sewer Lining and Maintenance Project (SS249001); and

WHEREAS, the Lake Camelot Villas Homeowners Association (HOA), is grantor "Owner" of real property located within the City of Plymouth as legally described as that part of Lots 1 and 2 of Block 1 of Lake Camelot Estates 3rd Addition, Hennepin County, Minnesota; and

WHEREAS, the owner has agreed to grant the city temporary and permanent easements over a portion of the property located at Lots 1 and 2, Block 1 of Lake Camelot Estates 3rd Addition legally described within the Grant of Permanent Easement document (the "Easement"); and

WHEREAS, the city has agreed to pay the Owner \$28,000 as compensation in full for their granting the temporary and permanent easements.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that the temporary and permanent easements and payment of \$28,000 to the HOA are approved and to be paid for from the Sanitary Sewer Fund.

APPROVED by the City Council on this 13th day of March, 2025.

To: Dave Callister, City Manager

Prepared by: Steven Schmidt, Housing Manager

Reviewed by: Grant Fernelius, CED Director

Item: **Approve contract for elevator modernization at Plymouth Towne Square**

1. Action Requested:

Approve contract for elevator modernization at Plymouth Towne Square.

2. Background:

Plymouth Towne Square is a 99-unit, 100% affordable, multi-family building for senior citizens aged 55 and older. It was constructed in 1994 and is 30 years old. The elevators are original to the building and in need of modernization. As part of the work, updates will be made to the electrical system, motor and drive system, safety compliance system and the interior finishes of the cab.

In December 2024, the HRA and City Council authorized the bidding process for the Elevator Modernization. On January 16, 2025, notice was published in the Sun Sailor and bidding documents were made available for the elevator modernization. The bidding process concluded with the bid opening February 13, 2025. Four contractors submitted bids. The bid documents included a base cost estimate for the elevator modernization and an optional upgrade to the interior finishes of the elevator cabs. The cab finishes are also original to the buildings' construction. Staff recommends including the optional aesthetic upgrades to the interior finishes of the cabs in the final contract amount.

The bid results are as follows:

- TKE-- Base bid -\$151,027
 - Optional cab finishes-- \$27,900
 - Submitted bid was incomplete and withdrawn

- Morcon Construction-- Base bid- \$221,500
 - Optional cab finishes-- \$30,500
 - Total contract amount \$252,000

- Midwest Elevator and Drilling- Base bid -\$224,824
 - Optional cab finishes-- \$39,957
 - Total contract amount \$264,781

- Schumacher Elevator Company Base bid -\$273,580
 - Optional cab finishes-- \$39,180
 - Total contract amount \$312,760

Staff recommends acceptance of the lowest responsible bid and City Council authorization of a contract with Morcon Construction for the elevator modernization at Plymouth Town Square including the optional cab finishes, for a contract amount of \$252,000.

3. Budget Impact:

The elevator modernization is part of the City's Capital Improvement Plan and will be paid for out of the Plymouth Towne Square capital reserve fund.

4. Attachments:

1. Morcon Construction bid
2. City Council Resolution 2025-082

BID FORM

**PROJECT IDENTIFICATION: ELEVATOR MODERNIAZATION, PLYMOUTH TOWNE SQUARE
PLYMOUTH, MINNESOTA**

BIDS TO BE OPENED:	February 13, 2025 (10:00am)
---------------------------	------------------------------------

THIS BID IS SUBMITTED TO: **CITY OF PLYMOUTH, CITY HALL
3400 PLYMOUTH BOULEVARD
PLYMOUTH, MINNESOTA 55447**

BID SUBMITTED BY: MORCON CONSTRUCTION CO., INC.

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement for Bids and Instructions to BIDDERS, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date

Number

- (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - (c) BIDDER has given OWNER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to BIDDER.
 - (d) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER

BID FORM

4. BIDDER will complete the Work for the following prices:

Price Schedule

Bid Form

Project Base Bid:	\$ <u>221,500.00</u>
Aesthetic upgrades to cab finishes	\$ <u>30,500.00</u>

5. BIDDER agrees that the Work will be substantially complete and completed and ready for final payment on or before the dates indicated in the Agreement
6. The following documents are attached to and made a condition of this BID:
 - A) Required Bid Security in the form of (Bidder's Bond) (Certified Check)
 - B) A tabulation of Subcontractors, Suppliers, and other persons and organizations required to be identified in the Bid.
 - C) Affidavit of Non-Collusion
 - D) Add other documents as pertinent
7. Communications concerning this Bid shall be addressed to the address of BIDDER indicated below.
8. The terms used in this Bid which are defined in the Contract Document and attached Schedules or Exhibits have the meanings assigned to them in the Contract Document and attach Schedules or Exhibits.

SUBMITTED on FEBRUARY 13, 2025.

If BIDDER is:

An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____

Phone No: _____

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner)

Business Address: _____

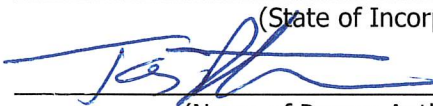
Phone No: _____

A Corporation

By MORCON CONSTRUCTION CO., INC.
(Corporation Name)

MINNESOTA

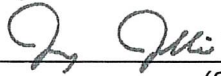
(State of Incorporation)

By  TONY PETERSON
(Name of Person Authorized to Sign)

PRESIDENT

(Title)

(Corporate Seal)

Attest  JERRY JULLIE
(Secretary)

Business Address: 5151 INDUSTRIAL BLVD NE
FRIDLEY, MN 55421

Phone No: (763) 546-6066

A Joint Venture



By _____
(Name)

(Address)

(Phone Number)

By _____
(Name)

(Address)

(Phone Number)

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

STATE OF MINNESOTA

COUNTY OF ANOKA

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under the penalty of perjury:

- 1) That I am the BIDDER (if the BIDDER is an individual), a partner in the BIDDER (if the BIDDER is a partnership) or an officer or employee of the BIDDER corporation having authority to sign on its behalf (if the BIDDER is a corporation);
- 2) That the attached Bid or Bids have been arrived at by the BIDDER individually and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to Bid designed to limit individual bidding or competition;
- 3) That the contents of the Bid or Bids have not been communicated by the BIDDER or its employees or agents to any person not an employee or agent of the BIDDER or its surety on any bond furnished with the Bid or Bids, and will not be communicated to any such person, prior to any official opening of the Bid or Bids; and
- 4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Subscribed and sworn to before me


TONY PETERSON (Bidder)

this 13TH day of FEBRUARY, 2025

MORCON CONSTRUCTION CO., INC.
(Firm making Bid or Bids)

OFFICIAL TITLE: PRESIDENT

Contractor Verification of Compliance

The undersigned, being first duly sworn, as a responding contractor on the Project, represents and swears as follows:

Now, and at all times during the duration of the Project, the undersigned complies with each of the minimum criteria in Minn. Stat. § 16C.285, Subd. 3, the Responsible Contractor Statute.

The undersigned understands that a failure to meet or verify compliance with the minimum criteria established for a "responsible contractor" as defined in Minn. Stat. § 16C.285, Subd. 3, renders a bidder ineligible to be awarded a contract or to perform work on the contract.

Upon request, the undersigned will submit copies of the signed verifications of compliance from all subcontractors.

The undersigned understands that a false statement under oath verifying compliance with any of the minimum criteria shall make the undersigned, or its subcontractor that makes the false statement, ineligible to be awarded a contract and may result in termination of a contract awarded to the undersigned or its subcontractor that submits a false statement.

Certified as true and correct this 13TH day of FEBRUARY, 2025


(name)

TONY PETERSON, PRESIDENT
(name)

*Resolution No. 2015-016, January 13, 2015
(Supersedes Resolution No. 2004-024, January 13, 2004)*

FIRST TIER SUBCONTRACTOR NAMES* (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located
Platinum Standard Elevator	Forest Lake, MN
Kirtland Electric	St. Paul, MN

EXHIBIT A

SCOPE OF SERVICES
FOR
PLYMOUTH TOWNE
SQUARE
ELEVATOR MODERNIZATION

PLYMOUTH TOWNE SQUARE ELEVATOR UPGRADE

GENERAL SCOPE FOR ELEVATOR MODERNIZATION

1. Project Overview:

This project involves the modernization of the existing elevator system at Plymouth Towne Square. The goal is to improve safety, efficiency, performance, and aesthetics of the elevators, in compliance with the latest codes and standards.

2. Objectives:

- Improve the overall functionality and reliability of the elevator system.
- Ensure compliance with current local and national safety codes and regulations.
- Enhance energy efficiency and reduce operational costs.
- Upgrade elevator aesthetics and user experience.
- Extend the lifespan of the elevator system.

3. Existing Features

Elevator 1.

- | | |
|----------------------|-----------------|
| ○ Number of Units | 1 |
| ○ Type | HX |
| ○ Jack Type- | Hydraulic |
| ○ Capacity | 4,000lbs |
| ○ Speed | 125fpm |
| ○ Number of stops | 4 |
| ○ Number of openings | 4 Front, 0 Rear |

Elevator 2.

- | | |
|----------------------|-----------------|
| ○ Number of Units | 1 |
| ○ Type | HX |
| ○ Jack Type | Hydraulic |
| ○ Capacity | 4,000lbs |
| ○ Speed | 125fpm |
| ○ Number of stops | 4 |
| ○ Number of openings | 4 Front, 2 Rear |

4. Scope of Modernization Work:

Complete modernization and upgrade of two (2) hydraulic passenger elevators. This includes the replacement of the controller system, wiring, fixtures, minor cab improvements, power units, door operators, hanger tracks and locks. All related equipment shall comply with code and the intent and scope of the specifications.

1. Contractor is responsible to perform comprehensive inspection/testing as necessary to provide complete bid.
2. Contractor is responsible to provide all equipment, material, and labor required or specified to satisfactorily complete the modernization and comply with all applicable codes.
3. Contractor is responsible remove and dispose of all material and equipment not retained.

4.1 Elevator Control System Upgrade:

- Replace outdated elevator controllers with modern microprocessor-based systems for improved performance and troubleshooting capabilities.
- Integration of advanced software for real-time monitoring, diagnostics, and maintenance alerts.
- Upgrade communication interfaces to support future technologies (e.g., remote monitoring, IoT features).
- Provide new user interface options (e.g., touchscreen panels, destination dispatch).

4.2 Motor and Drive System:

- Replace or upgrade the elevator motor with a high-efficiency, energy-saving motor.
- Install a Variable Frequency Drive (VFD) to enhance energy efficiency, smooth ride quality, and reduce mechanical wear.
- Evaluate and replace any outdated or worn mechanical components, including gear drives or machine room equipment.

4.3 Door Operators and Control:

- Install new door operators for smoother, quieter operation and faster opening/closing times.
- Replace worn or outdated door sensors to ensure compliance with the latest safety standards.
- Provide automatic door systems with sensors to improve energy efficiency (e.g., doors that stay open when passengers are inside).

4.4 Safety and Compliance Upgrades:

- Install updated safety features such as:
 - Enhanced emergency communication systems
 - Over-speed governors and automatic brakes.
 - Fire-rated components and smoke detectors.
 - Emergency lighting and backup power systems for emergency operation.
- Ensure compliance with the **Americans with Disabilities Act (ADA)** for accessibility.

- Ensure the elevator modernization complies with local building codes, safety regulations, and national elevator standards (such as **ASME A17.1** or **EN 81**).

4.5 Cab and Aesthetic Upgrades:

- Refurbish or replace the elevator interior (walls, floor, lighting, ceiling, and handrails) to meet modern design and aesthetic standards.
- Install LED lighting to improve energy efficiency and visual appeal.
- Enhance passenger experience with quieter operation, smoother acceleration, and deceleration.
 - ** Add as Alternate upgraded elevator cabin finishes

4.6 Electrical and Wiring:

- Replace outdated wiring, including control cables, power supplies, and safety circuits.
- Install energy-efficient lighting (e.g., LED bulbs).
- Upgrade the power supply as necessary to handle the new equipment and comply with energy code requirements.

4.7 Testing, Commissioning, and Training:

- Conduct comprehensive testing of all system components.
- Perform load testing to ensure performance under maximum capacity.
- Inspect and verify that the modernization meets all local codes and regulations.
- Provide user and maintenance staff training on the new system features and maintenance requirements.

4.8 Intent

- Intent of these specifications is to cover the specified work complete and operable in every respect. It is not intended to give every detail in the specifications. Owner will not be responsible for any detail the Contractor may require to satisfy the code authorities or to provide a complete installation. Furnish all material and equipment usually furnished with such systems and/or needed to make a complete and safe operating installation.

4.9 QUALITY ASSURANCE

- Provide only nonproprietary control systems
- All work shall comply with current governing local codes

5. Timeline:

- Elevator Modernization is expected to begin between April 2025 and August 2025. Once elevator modernization has begun contract must work continually until final completion. Project timeline to be provided in bid.

6. LAWS AND PERMITS

- Contractor shall comply with all federal, state, and municipal laws and ordinances, prepare all documents, give all notices, obtain all permits necessary for the work, pay all costs and

fees for permits and inspections and obtain all certificates of inspection and approval for the work and deliver same to the Owner before requesting final or beneficial use acceptance.

7. Warranty and Maintenance:

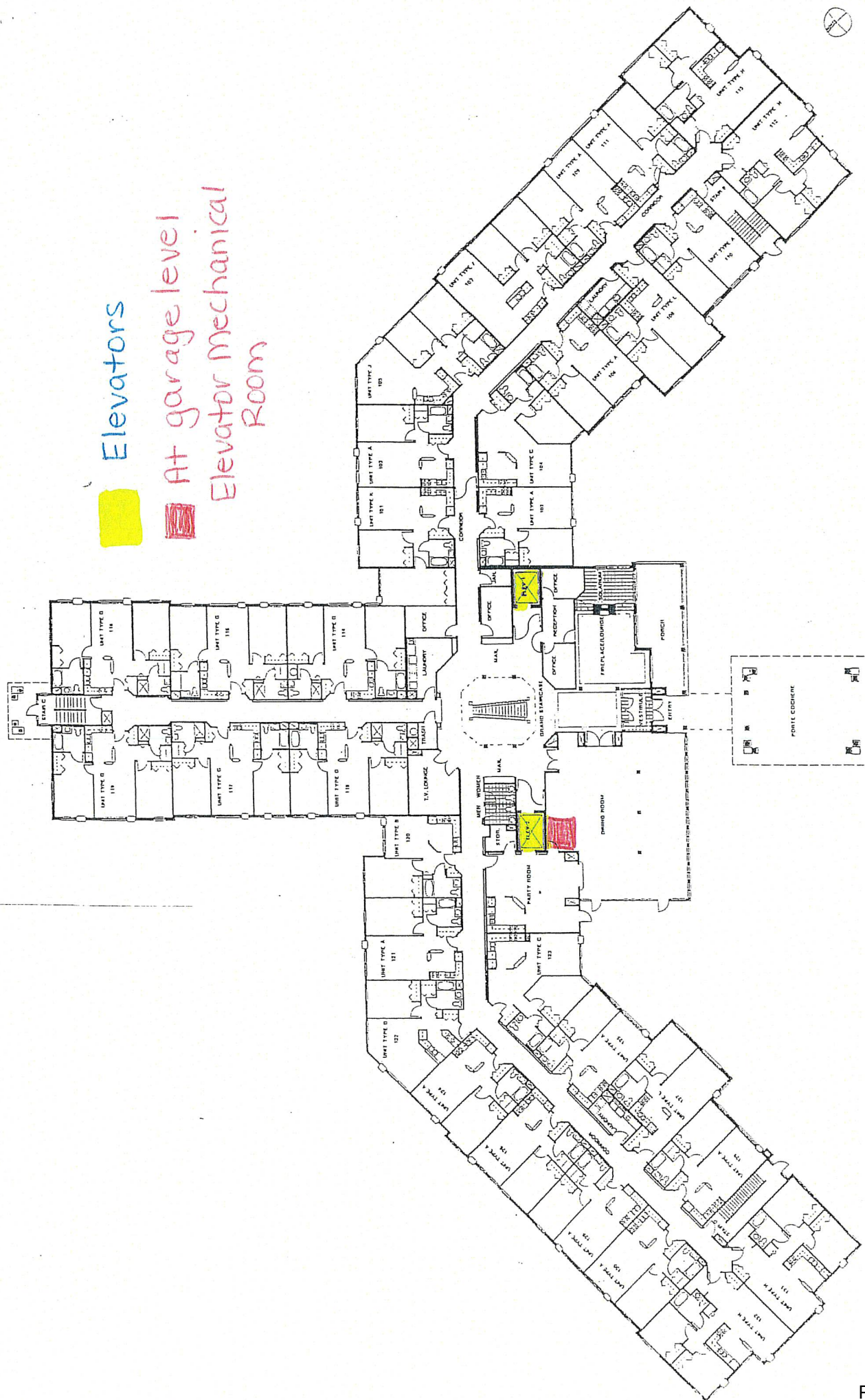
Contractor shall provide a warranty and furnish maintenance on all equipment described herein for a period of 12 months following final acceptance of all equipment. The maintenance shall include systematic examination, adjustment, and lubrication of all equipment. Including but not limited to:

- Providing Regular hour emergency callbacks at no additional cost to the Owner.
- Responding to callbacks within two hours after request is received.
- No elevator shall be out of service for more than three hours without informing the owner.
- Maintenance shall be performed monthly per elevator.
- Response time for callbacks shall be two hours, and, if persons are trapped, one hour.

12. CLEANING, ADJUSTMENT AND FINAL ACCEPTANCE

- A. Cleaning: The Contractor shall always keep the premises clean and free from excess accumulation of waste materials or rubbish caused by the Contractor's operations. The rubbish shall be removed daily and not be allowed to accumulate.
- B. Adjustments and Removals: After completion of the work, and before the issuance of Certificate of Final Acceptance, the work area shall be thoroughly cleaned, and elevators properly adjusted so that they are in good proper operating conditions. The entire work area shall be left in a clean condition satisfactory to the Owner.

END





Corporate Resolution of Signing Authority

WHEREAS, Morcon Construction Co., Inc. is determined to grant signing and authority to certain persons(s) described hereunder.

RESOLVED, that the Board of Directors is hereby authorized and approved to authorize and empower the following individual to make, execute, endorse and deliver in the name of and on behalf of the corporation, but shall not be limited to, any and all written instruments, agreements, documents, execution of deeds, powers of attorney, transfers, assignments, contracts, obligations, bids, bonds, certificates and other instruments of whatever nature entered into by this Corporation.

A handwritten signature in blue ink, appearing to read "J. Jullie", written over a horizontal line.

Jerry Jullie
Chief Executive Officer

A handwritten signature in blue ink, appearing to read "Tony Peterson", written over a horizontal line.

Tony Peterson
President

A handwritten signature in blue ink, appearing to read "Joe Montgomery", written over a horizontal line.

Joe Montgomery
Vice President

The undersigned certifies that he/she is the properly elected and qualified Secretary of the books, records and seal of Morcon Construction Co., Inc., a corporation duly conformed pursuant to the laws of the state of Minnesota, and that said meeting was held in accordance with state law and with the Bylaws of the above-named corporation.

This resolution has been approved by the Board of Directors of Morcon Construction Co., Inc. on October 3, 2024.

I, as authorized by Morcon Construction Co., Inc., hereby certify and attest that all the information above is true and correct.

A handwritten signature in blue ink, appearing to read "J. Jullie", written over a horizontal line.

Jerry Jullie, Chief Executive Officer & Secretary

WORKFORCE **CERTIFICATE OF COMPLIANCE**

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

Certificate start date: **5/4/2022**

Certificate expiration date: **5/3/2026**

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:

A handwritten signature in black ink, appearing to read 'RL', with a small cross mark at the end of the signature.

Rebecca Lucero, Commissioner

EQUAL PAY **CERTIFICATE OF COMPLIANCE**

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

Certificate start date: **July 6, 2022**

Certificate expiration date: **July 5, 2026**

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

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

SCOPE OF WORK Plymouth Town Square Elevator Mods

Machine Room:

Controllers	New, non-proprietary (Smartrise Engineering Controllers)
Power Units	New, non-proprietary (MEI Power Unit)
Hydraulic Oil	New
Machine Room Wiring	New, modify- replace duct as needed / wiring new
Piping/Shut Off Valve	Retain, replace Victaulic seals - new shutoffs as required

Hoist way:

Hatch Door Equipment	New (GAL)
Hatch Tracks	New (GAL)
Hatch Doors	Retain
Entrances	Retain
Hoistway Wiring / Traveling Cable	New
Hoistway Duct	Replace as needed
Leveling Device / Selector	New, Solid State
Car Roller/ Slide Guides	Retain
Top of Car Inspection Station	New
Sling/Platform	Retain, clean and paint as needed
Rails	Retain, clean and paint as needed
Limit Switches	New as required

Cab:

Door Operator	New- GAL operator (GAL MOVFR11)
Door Protection	New- 2D scanner
Car Operating Panel	New- Applied Panel with vandal resistant buttons (Innovation)
Phone	New- RATH- integral to COP
Emergency Lighting	New- Integral to COP
Service Cabinet	New- Integral to COP
Car Position Indicator	New- Integral to COP
Car Riding Lantern	New
Cab Wiring	New
Flooring	Retain

Lobbies:

Hall Pushbuttons	New- flush mount fixtures with fire service features (Innovation) at main landing and other required code features
Hoistway Access	New

Pit:

Pit Switches	New
Buffers/Pit Channels	Retain
Hydraulic Jack Assy	Retain
Oil Line & Pit Shutoff	Retain/Replace Victaulic seals
Pit Ladder	Retain/Make code compliant as needed
Toe Guard	Retain

Alternate 1- Provide new cab interior on 2 elevators

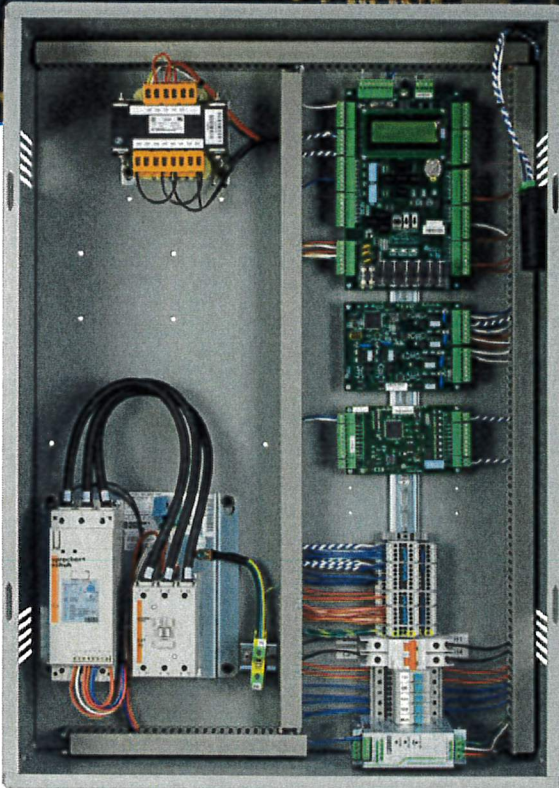
Furnish and install new laminate cab panels with stainless steel reveals	(G&R 501 Design)
Furnish and install new stainless steel lightweight ceiling with LED downlighting	
Furnish and install new stainless steel handrails	

ALL PROPOSED ELEVATOR EQUIPMENT IS NON PROPRIETARY

HYDRO

HYDRO:EVOLVED

Hydro:Evolved, a leap forward in hydraulic elevators. Adaptive Slowdown saves you time and money while giving passengers consistent rides. No custom software is required, most features are already built-in and are parameter adjustable. Software downloads and field setups can be done wirelessly, traveler cables are smaller than previous generations, and setting up your monitoring system is easier than ever.



APPLICATION	Hydraulic, machine, and machine room-less
FEEDBACK	Distance and velocity
DISPATCH	Up to 8 car group
MAX. OPENINGS	10
MAX. SPEED	200FPM
DIMENSIONS	34"H x 24"W x 10"D
CABINET	NEMA 1, 4, 4x, and 7

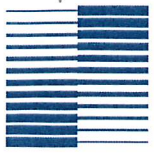
Optional Accessories

- Local and Remote Monitoring
- SmartConnect Pre-wired Inspection Box
- Isolation Transformer
- Digital Pressure Sensor
- Emergency Rescue Device
- Voice Annunciator Interface
- Card Reader Access
- Traveler and Hoistway Cables
- Air Conditioning Unit

Contact our Sales Department at sales@smartrise.us to order or for more information.



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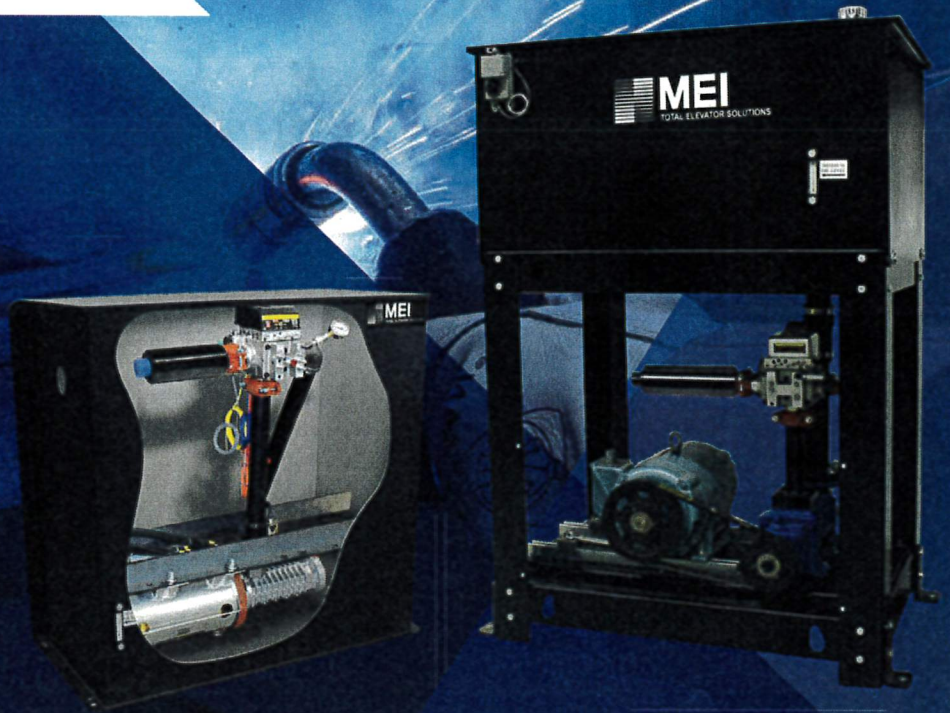


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With a dedicated product support team available for installation troubleshooting, and invaluable feedback directly from field mechanics, we ensure a seamless, supportive installation experience from start to finish.

-  Competitive pricing
-  Built with premium parts for superior performance & longevity
-  Engineered for easy installation and service



Same day quotes

Fast turnaround keeps your project moving - on time and within budget.



Fastest lead times

All MEI power units are proudly made in the USA, ensuring quick lead times.



Custom options

Dual valve, tandem, & multi pump units are available.



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Power units come standard with the Silencer Pro - keeping your elevator quiet.

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MOVFR II

Door Operator

PERFORMANCE THAT'S TOUGH TO BEAT

Intelligent design.
Legendary reliability.

BENEFITS

THE SOLID ANSWER FOR DEMANDING APPLICATIONS:

- Heavy-duty 1/2 HP, 230 volt AC motor (3-phase, 60 Hz, 1140 RPM) can quietly handle any application
- Handheld parameter management allows quick door setting replication across units as well as fast and easy motion tuning
- PC board with a variable frequency (VVVF) closed loop drive provides consistent door timing with no need for an encoder
- Programs quickly and easily (parameter unit and device work together)
- Adapts to all OEM and independent cabs and doors with optical closed loop feedback
- True 'Plug-and-Play' detector installation



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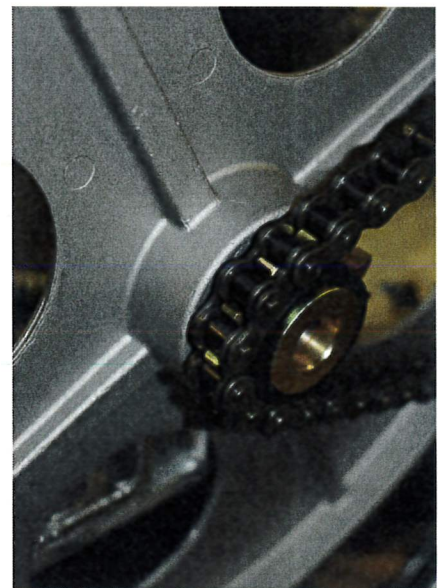
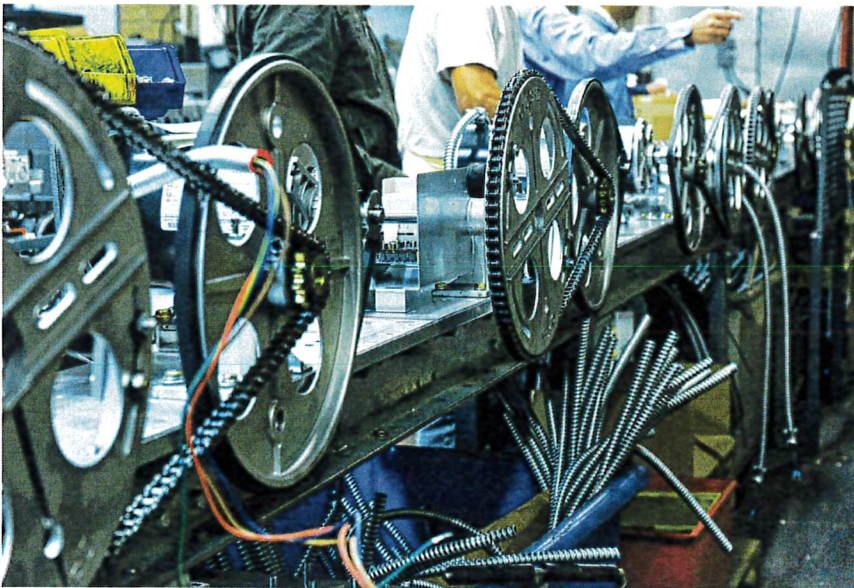
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STANDARD FEATURES

- Quick and easy LED display keypad programming allows complete control for all speeds, torques, acceleration, and deceleration
- Download operating parameters for one operator for easy upload to others, great for multi-car banks
- Electronic door position optical cams with sequential lights displaying speed and door positions
- Over current re-open and DPM fault monitor signals
- Universal inputs accept control signals from dry contacts to signal voltages from 12-230V, AC or DC
- Output contacts including door open limit, door close limit, re-open signal, and DPM signal are rated at 230V, 10 amp AC
- Portable PU04 unit lets you easily modify preset parameter values, capable of holding 5 complete sets (1 working set, 4 defaults)
- Available for left- and right-hand doors (center-parting doors use a variation of the left-hand door operator)
- Drives Available: 230 VAC/115 VAC



OPTIONAL FEATURES

- Optional 'heavy door' input to maximize door performance and still meet the kinetic energy requirements found in ASME A17.1 - 2000 + codes
- Water-resistant model available: Controls encased in gasketed housing, motor rated for 'wash down' duty, water-resistant grommets for wiring
- GAL offers GAL SCANGuard, Formula Systems and Tri-tronics edges which plug directly into MOVFR Operator, saving hours on installation

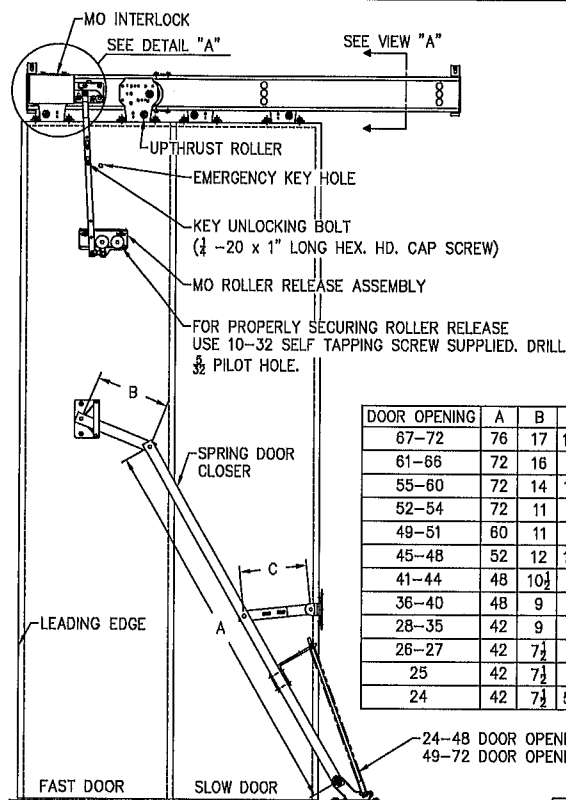
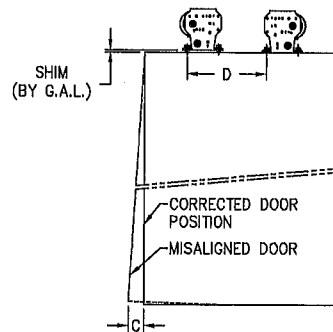


FIGURE 1



TO CORRECT DOOR ALIGNMENT

FIGURE 2

D	C
26 1/2	18
24 1/2	
22 1/2	
20 1/2	18
18 1/2	
16 1/2	
14 1/2	
12 1/2	18
10 1/2	
8 1/2	
8	18
7 1/2	
7	

THIS TABLE IS BASED ON A 1/2 SHIM PLACED BETWEEN THE SHEAVE AND THE TOP OF THE DOOR.

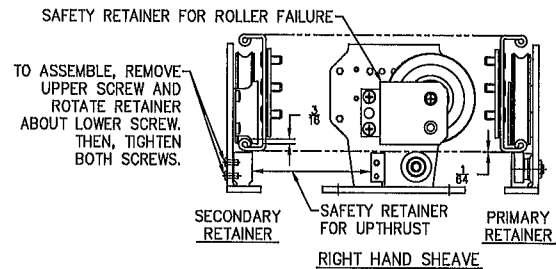
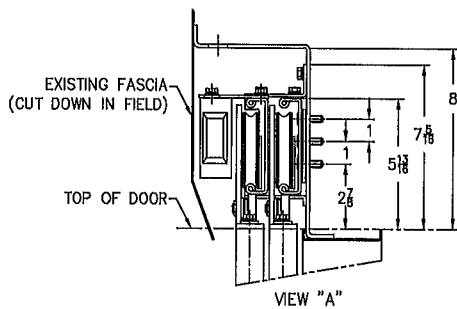


FIGURE 3



VIEW "A"

*USED ON END MOUNTING POSITIONS ONLY

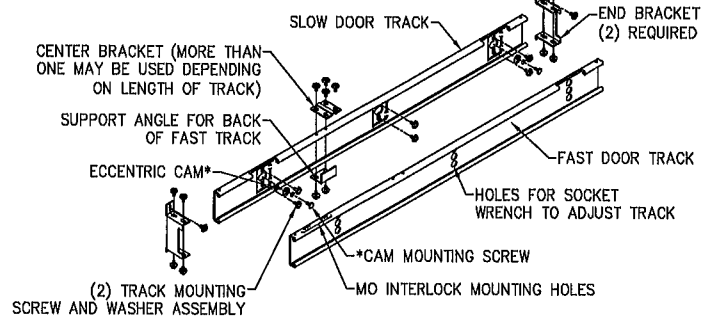
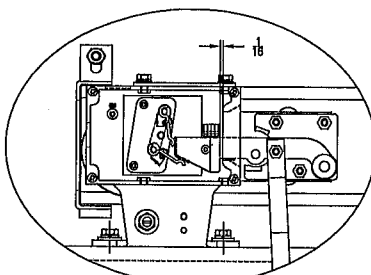
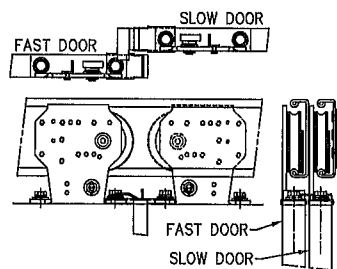


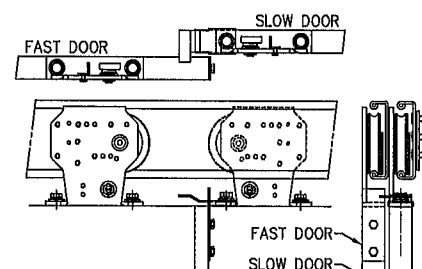
FIGURE 4



DETAIL "A"



24-48 DOOR OPENING



49-72 DOOR OPENING

INSTALLATION INSTRUCTIONS:

- NOTE: SLOW SPEED TRACK COMES ASSEMBLED WITH ALL BRACKETS.
1. MOUNT SLOW SPEED TRACK TO HEADER AND SET ECCENTRIC CAM SO THAT THE TRACK IS IN THE LOWEST POSITION. HAND TIGHTEN ALL SCREWS.
2. HANG SLOW SPEED DOOR AND ROTATE ECCENTRIC CAM TO RAISE DOOR TO REQUIRED SILL CLEARANCE. ADJUST UPTHURST ROLLERS TO CLEAR TRACK BY APPROXIMATELY 1/8 INCH.
3. CHECK DOOR ALIGNMENT IN OPENED AND CLOSED POSITION AND CORRECT PER FIGURE 2. IF REQUIRED, READJUST SLOW SPEED TRACK.
4. TIGHTEN ALL SCREWS.
5. MOUNT FAST SPEED DOOR TRACK.
6. MOUNT FAST SPEED DOOR. CHECK DOOR ALIGNMENT AND CORRECT PER FIGURE 2.

MECHANICAL INTERCONNECTING DEVICE

NOTE: 36x84 DOOR OPENING SHOWN RIGHT HAND SHOWN LEFT HAND OPPOSITE

- WARNING -
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REV	DESCRIPTION	DATE
1	SPRING CLOSER BASE & DRAWING UPDATE	12-18-13
2	TEMPLATE & HANGER UPDATED	07-11-13



TWO SPEED HATCH DOOR ASSEMBLY
TYPE "A" HANGER WITH SPRING DOOR CLOSER 24-72 DOOR OPENING

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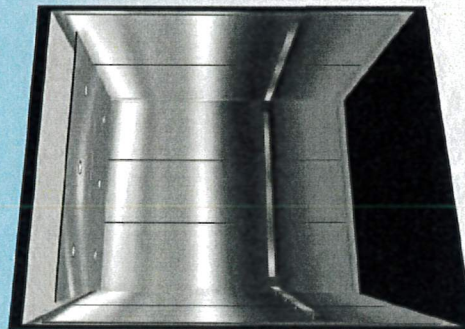
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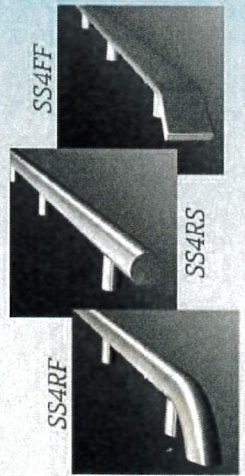
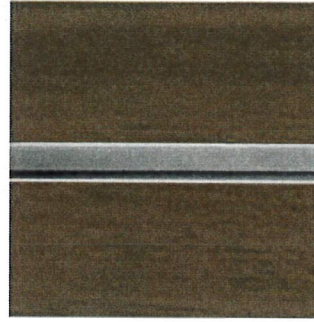
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SHOWN WITH:

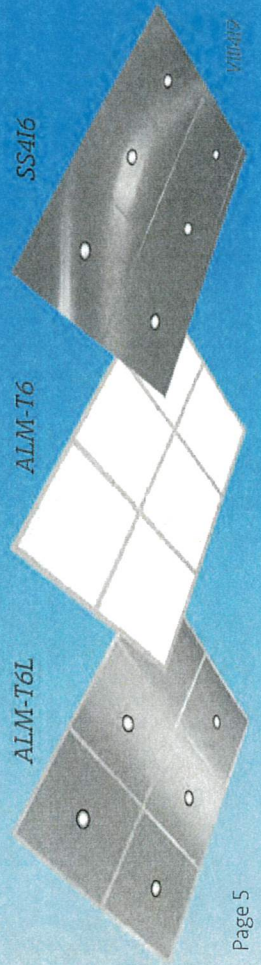
- Wall panels: Vertical wall panels faced with standard selection plastic laminate (Wilsonart 7992-38 "Pinnacle Walnut" selection shown)
- Panel edging: stainless steel #4 trim on vertical edges of wall panels
- Panel base: 4" high stainless steel #4 integral base trim at bottom of each panel
- Handrail: 1-1/2" round stainless steel #4 bar with straight ends
- Ceiling: stainless steel #4 island with LED downlighting
- Reveals: Stainless steel #4

PANEL EDGE TRIM

Stainless steel trim on the vertical edges of the wall panels provides superior protection from edge damage



Other styles of handrails & ceilings are available



CITY OF PLYMOUTH

RESOLUTION No. 2025-082

RESOLUTION AWARDING CONTRACT FOR THE ELEVATOR MODERNIZATION AT PLYMOUTH TOWNE SQUARE

WHEREAS, the 2025-2034 Capital Improvement Plan (CIP) included elevator modernization to Plymouth Towne Square; and

WHEREAS, on December 10, 2024, the City Council authorized the advertisement for bids and quotes for the Plymouth Towne Square elevator modernization; and

WHEREAS, bids were received, opened and tabulated according to law on February 13; and

WHEREAS, a total of four bids and quotes were received on the project. Out of the four bids, one bid was withdrawn by the contractor for calculation errors; and

WHEREAS, Morcon Construction provided the lowest, responsible bid, and in compliance with the advertisement.

NOW, THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA, that the contract with Morcon Construction for elevator modernization at Plymouth Towne Square is approved.

BE IT FURTHER RESOLVED that the overall project cost is \$252,000 and will be paid for out of the Plymouth Towne Square capital reserve fund.

APPROVED by the City Council on this 13th day of March, 2025

To: Dave Callister, City Manager

Prepared by: Chris McKenzie, Engineering Services Manager

Reviewed by: Michael Thompson, Public Works Director

Item: **Approve Cooperative Agreement for the MnDOT Highway 169 and Shelard Parkway Improvements**

1. Action Requested:

Adopt attached resolution approving cooperative agreement for the MnDOT Highway 169 and Shelard Parkway Improvements.

2. Background:

The Minnesota Department of Transportation (MnDOT) has scheduled improvements to Shelard Parkway at Highway 169 for construction in 2025. The project will replace the signals at the entrance and exit ramps to Highway 169, repave Shelard Parkway, and install a new multi-use trail, connecting the City of Golden Valley General Mills Nature Preserve Trails to Plymouth across Highway 169, and onto the St. Louis Park on-street bike lane on Shelard Parkway.

The work will replace the failing signal system, and add a connection for safe movements for pedestrians and bicyclists that does not currently exist. As part of this MnDOT project, the city is required to participate financially for elements which the state does not pay for (items outside their right of way, city utilities, etc.) per their cost participation policy. Project costs are being funded by the state and the cities of Plymouth, Golden Valley and St. Louis Park. All cities are entering into independent agreements with MnDOT.

The draft cooperative agreement attached outlines the responsibilities of the project. This includes project management, financial contributions, and long-term maintenance responsibilities. MnDOT has received bids for the project, and if awarded, the project will start in late summer and into fall, and be substantially complete by fall of 2025. Staff will continue to work with MnDOT communication teams to provide information to the

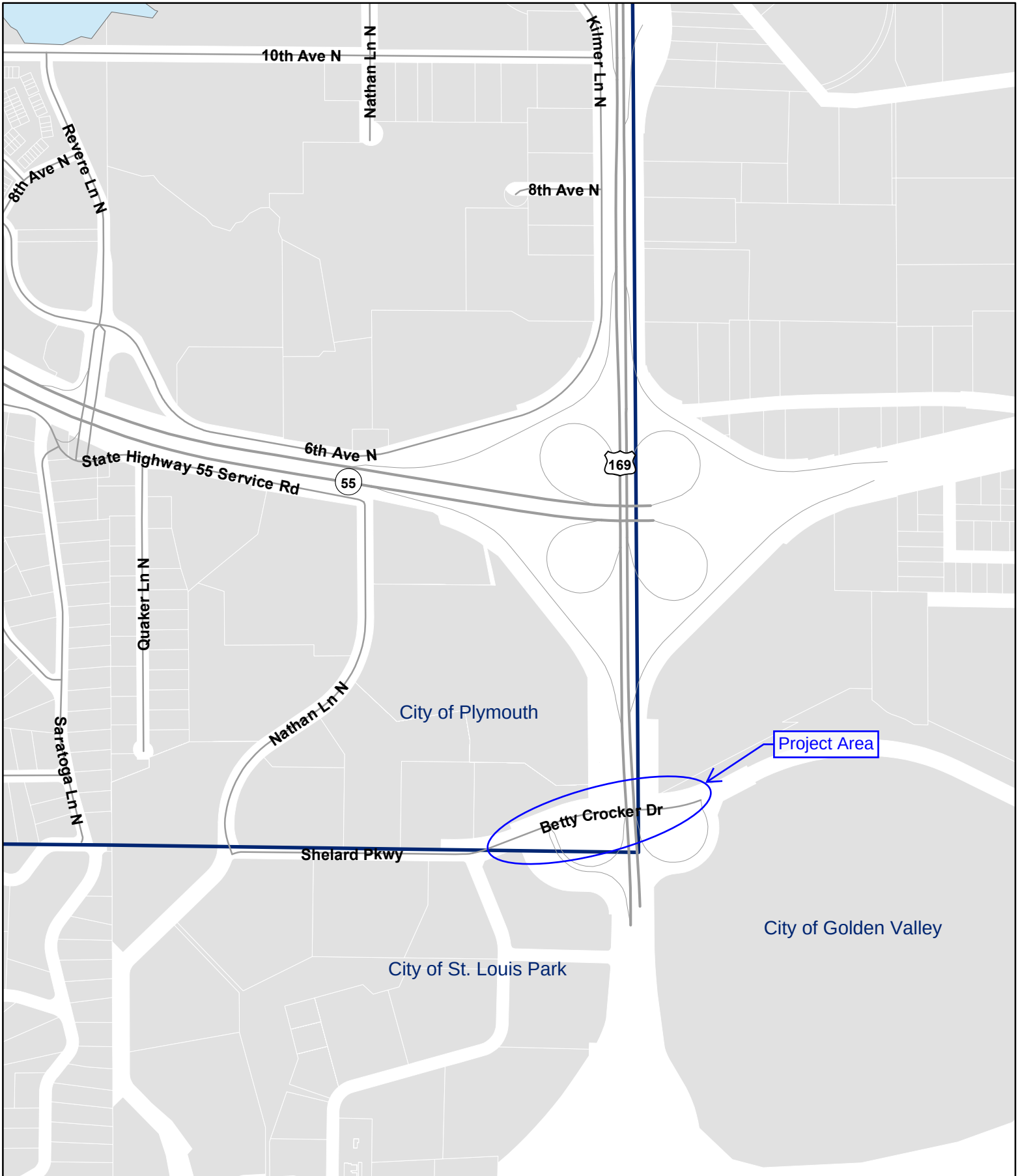
public on the closures and alternate access routes.

3. Budget Impact:

This project is included in the 2025 Capital Improvement Plan (2025-2034) at an estimated cost of \$250,000. Plymouth's cost of the project is estimated at \$253,420 and includes the improvements outlined in the MnDOT Agreement (\$230,382) and 10% contingency (\$23,038). Funding for the city's cost of the project would be from the Street Reconstruction Fund.

4. Attachments:

1. Location Map
2. Agreement
3. City Council Resolution 2025-083



0 900 Feet

MnDOT Highway 169 and Shelard Parkway Improvements Location Map



**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
AND
CITY OF PLYMOUTH
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number (SP):	<u>2772-132</u>	Estimated Amount Receivable
Trunk Highway Number (TH):	<u>169=383</u>	<u>\$230,382.17</u>
State Aid Project Number (SAP):	<u>155-177-002</u>	
State Aid Project Number:	<u>128-387-003</u>	
State Aid Project Number:	<u>163-295-006</u>	
Federal Project Number:	<u>NHPP 0169(360)</u>	
Signal System A ID:	<u>1735715</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and the City of Plymouth, acting through its City Council ("City").

Recitals

1. The State will perform grading, bituminous mill and surfacing, moment slab, ADA improvements, signal, lighting, TMS, and Bridge No. 27526 construction and other associated construction upon, along, and adjacent to Trunk Highway No. 169 at Shelard Parkway / Betty Crocker Drive according to State-prepared plans, specifications, and special provisions designated by the City and the State as State Aid Project No. 155-177-002 and by the State as State Project No. 2772-132 (TH 169=383) ("Project"); and
2. The City has requested the State include in its Project roadway and signal system construction; and
3. The City wishes to participate in the costs of the roadway and signal system construction and associated construction engineering; and
4. Agreement No. 1058427 between the State and the City of Golden Valley and Agreement No. 1058430 between the State and the City of St. Louis Park will address additional cost participation and maintenance on the Project; and
5. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 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: 3. Right of Way Access, Environmental; 4. Maintenance by the City; 10. Liability; Worker Compensation Claims; 12. State Audits; 13. Government Data Practices;

14. Governing Law; Jurisdiction; Venue; and 16. Force Majeure. The terms and conditions set forth in Article 5. Signal System and Emergency Vehicle Preemption System Operation and Maintenance will survive the expiration of this Agreement, but may be terminated by another Agreement between the parties.

- 1.4. **Plans, Specifications, and Special Provisions.** Plans, specifications, and special provisions designated by the State as State Project No. 2772-132 (TH 169=383) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").
- 1.5. **Exhibits.** Preliminary Schedule "I" is on file in the office of the Engineering Services Manager and attached and incorporated into this Agreement. Exhibit A – Drainage Responsibilities is attached and incorporated into this Agreement.

2. Construction by the State

- 2.1. **Contract Award.** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.
- 2.2. **Direction, Supervision, and Inspection of Construction.**
 - A. **Supervision and Inspection by the State.** The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
 - B. **Inspection by the City.** The City participation construction covered under this Agreement will be open to inspection by the City. If the City believes the City participation construction covered under this Agreement has not been properly performed or that the construction is defective, the City will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the City are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the City participation construction covered under this Agreement.
- 2.3. **Plan Changes, Additional Construction, Etc.**
 - A. The State will make changes in the Project Plans and contract construction, which may include the City participation construction covered under this Agreement, and will enter into any necessary addenda and change orders with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will inform the appropriate City official of any proposed addenda and change orders to the construction contract that will affect the City participation construction covered under this Agreement.
 - B. The City may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.
- 2.4. **Satisfactory Completion of Contract.** The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.

- 2.5. *Permits.*** The City will submit to the State's Utility Engineer an original permit application for all utilities owned by the City to be constructed hereunder that are upon and within the Trunk Highway Right of Way. Applications for permits will be made on State form "Application For Utility Permit On Trunk Highway Right of Way" (Form 2525).
- 2.6. *Utility Adjustments.*** Adjustments to certain City-owned facilities, including but not limited to, valve boxes and frame and ring castings, may be performed by the State's contractor under the construction contract. The City will furnish the contractor with new units and/or parts for those in place City-owned facilities when replacements are required and not covered by a contract pay item, without cost or expense to the State or the contractor, except for replacement of units and/or parts broken or damaged by the contractor.

3. Right of Way Access, Environmental

- 3.1. *State Right-of-Way Access.*** The State authorizes the City to enter upon State Right-of-Way to perform the maintenance activities described in this Agreement. The City must notify and coordinate with the State's District Maintenance Engineer prior to accessing State Right-of-Way. While the City is occupying the State's Right-of-Way, they must comply with the approved traffic control plan, and with applicable provisions of the Work Zone Field Handbook (<http://www.dot.state.mn.us/trafficeng/workzone/index.html>). All City personnel occupying the State's Right-of-Way must be provided with required reflective clothing and hats.
- 3.2. *Environmental.*** The City will not dispose of any materials regulated by any governmental or regulatory agency onto the ground, or into any body of water, or into any container on the State's Right-of-Way. In the event of spillage of regulated materials, the City will immediately notify the State's Authorized Representative in writing and will provide for cleanup of the spilled material and any materials contaminated by the spillage in accordance with all applicable federal, state, and local laws and regulations, at the sole expense of the City.

4. Maintenance by the City

Upon completion of the project, the City will provide the following without cost or expense to the State:

- 4.1. *Storm Sewers.*** Routine maintenance of any storm sewer facilities construction as shown in Exhibit A. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from grates and catch basins, and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation; this also includes informing the District Maintenance Engineer of any needed repairs.
- 4.2. *Municipal Utilities.*** Maintenance of any municipal-owned utilities construction within the City limits, without cost or expense to the State.
- 4.3. *Shared Use Path.*** The City will provide routine and minor maintenance of the shared use path (SUP) on TH 169 Right of Way within the City limits. Routine and minor maintenance may include, but are not limited to, snow and ice control/removal, sweeping and debris removal, patching, crack repair, replacement of failing section(s) of pavement, vegetation control, signing, pavement markings, and any other maintenance activities necessary to perpetuate the SUP in a safe, usable, and aesthetically acceptable condition as determined by the State's District Maintenance Engineer and all applicable laws including, but not limited to, the Americans with Disabilities Act ("ADA"). If the City fails to perform its maintenance services under this Agreement in compliance with applicable laws, the State will provide the City with a notice of non-compliance. Within three business days of sending the notice of non-compliance, the State's District Maintenance Engineer and the City Engineer will meet to discuss the City performance of maintenance and decide upon next steps to remedy any non-compliant performance. If the parties

cannot agree upon a remedy, the State may perform such obligation and the City will reimburse the State for the cost thereof, plus 10 percent of such cost for overhead and supervision within 30 days of receipt of the State's invoice. The State and the City agree that full pavement replacement is outside of routine and minor maintenance, and the State and the City will share in the cost of pavement replacement according to the State's Cost Participation and Maintenance Responsibilities with Local Units of Government Manual, as amended or revised.

- 4.4. Additional Drainage.** No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party.

5. Signal System and Emergency Vehicle Preemption System Operation and Maintenance

Operation and maintenance responsibilities will be as follows for the Signal System and Emergency Vehicle Preemption (EVP) System on TH 169 west ramps at Shelard Parkway (Signal System A) and for the Interconnect to the State fiber network.

5.1. City Responsibilities.

- A. Power.** The City will be responsible for the hook-up cost and application to secure an adequate power supply to the service pad(s) or pole(s) and will pay all monthly electrical service expenses necessary to operate the Signal System, EVP System, and Interconnect.
- B. Minor Signal System Maintenance.** The City will provide for the following, without cost to the State.
 - i. Maintain the signal pole mounted Light-emitting Diode (LED) luminaires, including replacing the luminaires when necessary. The LED luminaire must be replaced when it fails or when light levels drop below recommended American Association of State Highway and Transportation Officials (AASHTO) levels for the installation.
 - ii. Replace the Signal System LED indications. Replacing LED indications consists of replacing each LED indication when it reaches end of life per the MnDOT Traffic Engineering Manual or fails or no longer meets Institute of Traffic Engineers (ITE) standards for light output.
 - iii. Clean the Signal System controller cabinet and service cabinet exteriors.
 - iv. Clean the Signal System and luminaire mast arm extensions.
 - v. Paint and maintain the cross street pedestrian crosswalk markings.

5.2. State Responsibilities.

- A. Interconnect; Timing; Other Maintenance.** The State will maintain the Interconnect and signing, and perform all other Signal System, Accessible Pedestrian Signals (APS), and signal pole luminaire circuit maintenance without cost to the City. All Signal System timing will be determined by the State, and no changes will be made without the State's approval.
- B. EVP System Operation.** The EVP System will be installed, operated, maintained, and removed according to the following conditions and requirements:
 - i. All maintenance of the EVP System must be done by State forces.
 - ii. Emitter units may be installed only on authorized emergency vehicles, as defined in Minnesota Statutes § 169.011, Subdivision 3. Authorized emergency vehicles may use emitter units only when

responding to an emergency. The City will provide the State's District Engineer or their designated representative a list of all vehicles with emitter units, if requested by the State.

- iii. Malfunction of the EVP System must be reported to the State immediately.
- iv. In the event the EVP System or its components are, in the opinion of the State, being misused or the conditions set forth in Paragraph ii. above are violated, and such misuse or violation continues after the City receives written notice from the State, the State may remove the EVP System. Upon removal of the EVP System pursuant to this Paragraph, all of its parts and components become the property of the State.
- v. All timing of the EVP System will be determined by the State.

5.3. Right-of-Way Access. Each party authorizes the other party to enter upon their respective public right-of-way to perform the maintenance activities described in this Agreement.

5.4. Related Agreements. This Agreement will supersede and terminate the operation and maintenance terms of Agreement No. 63845M, dated April 30, 1987, between the parties, for the intersection of TH 169 at Shelard Parkway.

6. Basis of City Cost

6.1. Schedule "I". The Preliminary Schedule "I" includes anticipated City participation construction items, State Furnished Materials lump sum amounts and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.

6.2. City Participation Construction. The City will participate in the following at the percentages indicated. The construction includes the City's proportionate share of item costs for mobilization and traffic control.

- A. 100 Percent will be the City's rate of cost participation in all of the roadway and signal system construction as shown on Sheet No. 2 of the Preliminary Schedule "I".

6.3. State Furnished Materials. The State will furnish an ATC Cabinet 350, Gridsmart System with one camera, PTZ Camera, and fiber ("State Furnished Materials"), according to the Project Plans, to operate the traffic control signal system covered under this Agreement. The City's lump sum share for State Furnished Materials is **\$45,340.11**. The City's cost share for State Furnished Materials will be added to the City's total construction cost share as shown in the Schedule "I".

6.4. Construction Engineering Costs. The City will pay a construction engineering charge equal to 8 percent of the total City participation construction covered under this Agreement.

6.5. Plan Changes, Additional Construction, Etc. The City will share in the costs of construction contract addenda and change orders that are necessary to complete the City participation construction covered under this Agreement, including any City requested additional work and plan changes.

The State reserves the right to invoice the City for the cost of any additional City requested work and plan changes, construction contract addenda, change orders, and associated construction engineering before the completion of the contract construction.

6.6. Liquidated Damages. All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

7. City Cost and Payment by the City

- 7.1. City Cost. \$230,382.17** is the City's estimated share of the costs of the contract construction, State Furnished Materials, and the 8 percent construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using anticipated construction items and estimated quantities and unit prices and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract construction items, quantities, and unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.
- 7.2. Conditions of Payment.** The City will pay the State the City's total estimated construction and construction engineering cost share, as shown in the Revised Schedule "I", after the following conditions have been met:
- A.** Execution of this Agreement and transmittal to the City, including a copy of the Revised Schedule "I".
 - B.** The City's receipt of a written request from the State for the advancement of funds.
- 7.3. Acceptance of the City's Cost and Completed Construction.** The computation by the State of the amount due from the City will be final, binding and conclusive. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon the City as to the satisfactory completion of the contract construction.
- 7.4. Final Payment by the City.** Upon completion of all contract construction and upon computation of the final amount due the State's contractor, the State will prepare a Final Schedule "I" and submit a copy to the City. The Final Schedule "I" will be based on final quantities, and include all City participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of the City participation construction exceeds the amount of funds advanced by the City, the City will pay the difference to the State without interest. If the final cost of the City participation construction is less than the amount of funds advanced by the City, the State will refund the difference to the City without interest.

The State and the City waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

8. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

8.1. The State's Authorized Representative will be:

Name, Title: Malaki Ruranika, Cooperative Agreements Engineer (or successor)
 Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155
 Telephone: (651) 366-4634
 E-Mail: malaki.ruranika@state.mn.us

8.2. The City's Authorized Representative will be:

Name, Title: Chris McKenzie, Engineering Services Manager (or successor)
 Address: 3400 Plymouth Boulevard, Plymouth, MN 55447
 Telephone: (763) 509-5510
 E-Mail: cmckenzie@plymouthmn.gov

9. Assignment; Amendments; Waiver; Contract Complete

- 9.1. Assignment.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office. The foregoing does not prohibit the City from contracting with a third-party to perform City maintenance responsibilities covered under this Agreement.
- 9.2. Amendments.** Any amendment 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.
- 9.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 9.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

10. Liability; Worker Compensation Claims

- 10.1.** Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City.
- 10.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

11. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

12. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, accounting procedures, and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

13. Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the State.

14. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15. Termination; Suspension

- 15.1. By Mutual Agreement.** This Agreement may be terminated by mutual agreement of the parties.

15.2. Termination for Insufficient Funding. The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the City.

15.3. Suspension. In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, and performance of work authorized through this Agreement.

16. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance) if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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

CITY OF PLYMOUTH

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

PRELIMINARY SCHEDULE "I"

Agreement No. 1058426

City of Plymouth

SP 2772-132 (TH 169=383)

Preliminary: January 27, 2025

SAP 155-177-002, SAP 128-387-003, SAP 163-295-006

Fed. Proj. NHPP 0169(360)

Grading, bituminous mill and surfacing, moment slab, ADA improvements, signal, lighting, TMS,
and Bridge No. 27526 construction to start approximately May 15, 2025 under

State Contract No. _____ with _____

located on TH 169 at Shelard Parkway/Betty Crocker Drive

CITY COST PARTICIPATION

Roadway and Signal System Work Items (From Sheet No. 2)	167,976.72
State Furnished Materials (From Sheet No. 2)	45,340.11
Subtotal	\$213,316.83
Construction Engineering (8%)	17,065.35
(1) Total City Cost	\$230,382.17

(1) Amount of advance payment as described in Article 7 of the Agreement (estimated amount)

1058426

(2) 50% STATE, 50% CITY (STATE AID)

Data is considered Non-public prior to project award under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

LEGEND

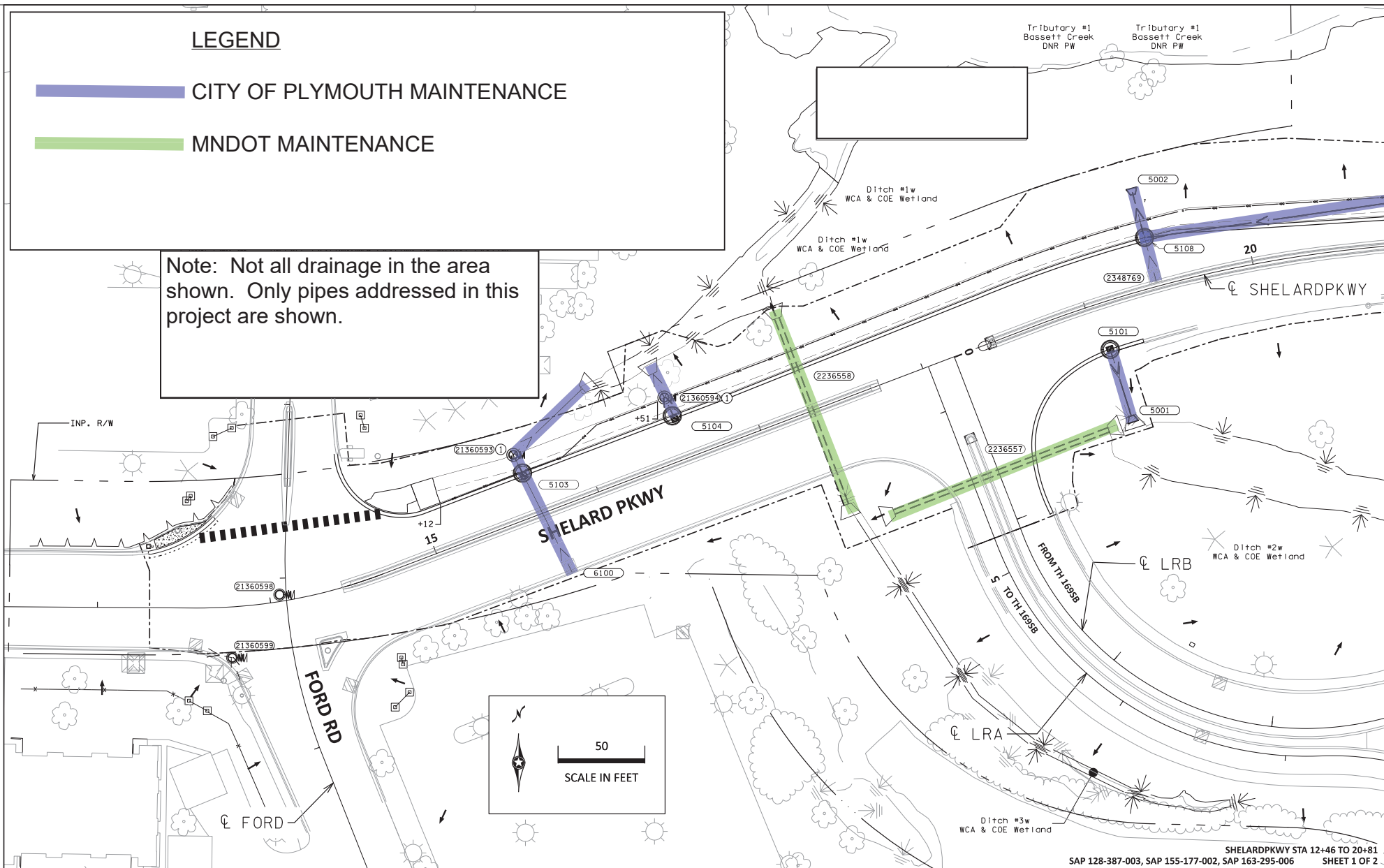
CITY OF PLYMOUTH MAINTENANCE

MNDOT MAINTENANCE

Note: Not all drainage in the area shown. Only pipes addressed in this project are shown.

DISTRICT #: Metro
PLOT NAME: 42772132_300.dgn
PATH & FILENAME: Projects\DM\ROS\169\2772132\Design\PlanSheets\42772132_300.dgn

7-NOV-2024
PLOTTED/REVISED:



DRAWN BY: JR
CHECKED BY: LD



EXHIBIT A - DRAINAGE RESPONSIBILITIES

STATE PROJ. NO. 2772-132
TRUNK HWY. (T.H. 169)

SAP 128-387-003, SAP 155-177-002, SAP 163-295-006
SHELPKPKWY STA 12+46 TO 20+81
SHEET 1 OF 2



SAP 128-387-003, SAP 155-177-002, SAP 163-295-006 SHEET 2 OF 2

CITY OF PLYMOUTH

RESOLUTION

IT IS RESOLVED that the City of Plymouth enter into MnDOT Agreement No. 1058426 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the City's share of the costs of the roadway and signal system construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 169 at Shelard Parkway / Betty Crocker Drive within the corporate City limits under State Project No 2772-132.

IT IS FURTHER RESOLVED that the Mayor and the _____
(Title)
are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Plymouth at an authorized meeting held on the _____ day of _____, 2025, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 2025

Notary Public _____

My Commission Expires _____

(Signature)

(Type or Print Name)

(Title)

CITY OF PLYMOUTH

RESOLUTION No. 2025-083

RESOLUTION APPROVING COOPERATIVE AGREEMENT FOR THE MNDOT HIGHWAY 169 AND SHELARD PARKWAY IMPROVEMENTS 2772-132 (ST259008)

WHEREAS, the State of Minnesota (MnDOT) has scheduled the repaving, signal replacement, trail and ADA improvements in 2025; and

WHEREAS, with Plymouth supports the improvements needed within the corridor to improve both vehicle and pedestrian safety; and

WHEREAS, Plymouth will cost share with signal, pavement, drainage, utility, engineering, and oversight costs identified in the agreement per state practices; and

WHEREAS, Plymouth will be responsible for maintenance of signal and utility items identified in the agreement, state practices; and

WHEREAS, Plymouth has requested pavement resurfacing improvements to be incorporated into the project; and

WHEREAS, Cooperative Agreement No. 1058426 is between Plymouth and MnDOT.

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

1. The City of Plymouth enter into MnDOT Agreement No. 1058426 with the State of Minnesota Department of Transportation to provide payment by the City of Plymouth to the State of the City of Plymouth's share of the costs of the roadway, signal, utility, ADA improvements, and trail construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 169 at Shelard Parkway within Plymouth city limits under State Project No. 2772-132.
2. The Public Works Director is authorized and directed to finalize the terms of the Agreement with the State and County.
3. The Mayor and City Manager are authorized and directed to execute the final Agreement as negotiated by the Public Works Director and any amendments to the Agreement.
4. The estimated total cost of the project is \$253,420 which includes the improvements outlined in the MnDOT Agreement (\$230,382), and 10% contingency (\$23,038).

BE IT FURTHER RESOLVED, that the project would be funded from the Street Reconstruction Fund (\$253,420).

APPROVED by the City Council on this 13th day of March 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 March 13, 2025 with the original thereof on file in my office, and the same is a correct transcription thereof.

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

City Clerk

To: Dave Callister, City Manager

Prepared by: Kip Berglund, Senior Planner

Reviewed by: Grant Fernelius, CED Director

Item: **Zoning ordinance text amendment request to add tobacco or e-cigarette shops as a permitted use within the C-3, highway commercial zoning district (Hietham Zemam - 2025001)**

1. Action Requested:

Adopt resolution for findings of fact for a zoning ordinance text amendment, ordinance amending Chapter 21 to add tobacco or e-cigarette shops as a permitted use in Section 21465 - C-3, highway commercial zoning district, as recommended by the Planning Commission, and resolution approving summary publication.

All items require a 4/7 vote for approval. However, the resolution approving summary publication of the ordinance requires a 6/7 vote for approval.

2. Background:

On February 19, 2025, the Planning Commission conducted the public hearing on this matter and subsequently voted 4 to 2 to recommend approval of the request. Other than the applicant, there was nobody from the public that spoke on the item.

The applicant stated that he does want to open a shop in Plymouth and feels that C-3 properties make sense for the proposed use, as they are generally located along highways and further from neighborhoods and schools. He confirmed that if he were to open a shop in Plymouth, the tobacco products that would be sold would be as approved by the city and state.

The Planning Commission asked why tobacco shops are a listed permitted use in the C-2 and C-4 but not C-3 zoned properties. Staff replied that it is unknown why tobacco shops are not a listed permitted use in the C-3, as other age-restricted uses like liquor stores are permitted in the C-3 zoning district. The Planning Commission also asked

whether there is a limit on the number of tobacco shops, similar to the limit on the number of cannabis retailers, and questioned the benefit of allowing more properties to sell products that are addictive in nature. Staff replied that there currently is not a limit on the number of tobacco shops, like what was recently adopted for cannabis retailers. Staff noted that tobacco products can currently be sold as an accessory use in the C-3 zoning district with a city-issued license, and that there are several convenient stores/gas stations located in the C-3 zoning district that obtain licenses to sell tobacco products.

3. Budget Impact:

Not applicable.

4. Attachments:

1. Minutes
2. Planning Commission Staff Report
3. Section 21465 - C-3 Highway Commercial
4. Zoning Map - C-2 C-3 and C-4 Properties
5. Zoning Map - C-3 Properties
6. Application
7. ZOTA Responses
8. (Tabled to April 22) Ordinance
9. (Tabled to April 22) Resolution - Findings of Fact
10. (Tabled to April 22) Resolution - Summary Publication

Proposed Minutes Planning Commission Meeting February 19, 2025

Chair Boo called a Meeting of the Plymouth Planning Commission to order at 7:00 p.m. in the Council Chambers of City Hall, 3400 Plymouth Boulevard, on February 19, 2025.

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

COMMISSIONERS ABSENT: Kevion Ellis

STAFF PRESENT: Senior Planner Kip Berglund and Community and Economic Development Director Grant Fernelius.

Chair Boo led the Pledge of Allegiance.

Call to Order

Public Forum

Approval of Agenda

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

Consent Agenda

(4.1) Planning Commission minutes from meeting held on February 5, 2025.

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

Public Hearing

(5.1) Zoning ordinance text amendment request to allow tobacco or e-cigarette shops as a permitted use in the C-3 (highway commercial) zoning district (Heitham Zemam – 2025001)

Senior Planner Berglund presented the staff report.

Commissioner Olson asked if there is a limit on the number of tobacco shops, similar to the limit on the number of cannabis retailers.

Senior Planner Berglund replied that there is not currently a limit on the number of tobacco shops.

Commissioner Anderson asked why this is being considered.

Senior Planner Berglund replied that the applicant approached the city with this request, as he feels that the C3 properties would be able to accommodate this type of use based on other uses within the district.

Commissioner Markanda asked if there is comparative data from other communities.

Senior Planner Berglund replied that staff did not research a comparison of other communities, however, tobacco shops are a common permitted use within similar zoning districts in other communities.

Commissioner Olson asked why the city would not use a conditional use permit (CUP) rather than changing the zoning.

Senior Planner Berglund replied that a tobacco shop is a listed permitted use in C2 and C4, but the use is not listed as permitted or conditional within the C3 district therefore, a CUP would not be the appropriate tool, and a text amendment would be needed to allow that type of use. He clarified that tobacco sales can be an accessory use within the C3 district.

Chair Boo asked why tobacco shop was not included in the C3 district, noting that cannabis is also not allowed within C3.

Senior Planner Berglund stated that one of the criteria to consider whether cannabis sales would be allowed in a district was whether tobacco shops were allowed, therefore, the C3 district was not included for cannabis. He stated that he is unsure why tobacco shops were not listed as a permitted use in C3. He stated that it would seem to make sense to allow this use based on the other allowed uses within the district.

Commissioner Wixon referenced the statement that there are already 37 tobacco licenses in Plymouth and asked the benefit for the community by allowing additional products that are addictive in nature.

Chair Boo introduced the applicant, Heitham Zemam, who stated that he recognizes that while these businesses are essential to some adults, they should also be kept away from neighborhoods and schools. He stated that C3 is near the highway and would allow tobacco businesses to be in a better location where liquor stores are also allowed. He stated that expanding the use within the C3 district would allow a location for those businesses further from neighborhoods.

Commissioner Olson asked if the applicant owned other shops.

Mr. Zemam replied that he does own another shop, and he does want to open a shop in Plymouth. He stated that in his search for available properties, he was surprised to learn that the use was allowed in a district closer to neighborhoods but not along the highway and, therefore, applied for the text amendment as he felt that the highway location would be a better fit. He confirmed that his other location is similarly located in a commercial/highway area.

Commissioner Markanda asked if this use would still be allowed in C2 and C4.

Senior Planner Berglund replied that is correct, they would not take any uses away from other districts and would simply be adding this to C3.

Commissioner Markanda stated that she agrees that this use is better suited away from neighborhoods but noted that this would simply be an expansion of the use if it is not removed from other districts. She asked the types of vapes that would be sold.

Mr. Zemam replied that the shop would sell the vapes approved by the city and state. He stated that the store would focus more on tobacco products such as cigars and loose tobacco.

Commissioner Markanda asked if a flavored vape, which could be appealing to young people, would be sold.

Mr. Zemam replied that, as far as he is aware, the flavored vapes are allowed to be sold by the city. He noted that further supports his request to push these stores further from neighborhoods.

Commissioner Fowler asked if people coming into the store are age-verified when they enter the store or when they make a purchase.

Mr. Zemam replied that he asks for identification once people enter the store. He noted that at a gas station, anyone can enter the store, and tobacco products are sold.

Chair Boo opened the public hearing.

No comments.

Chair Boo closed the public hearing.

Chair Boo commented that, on the surface, it would make sense that this use be allowed within the C3 district, and he did not understand why the use was not originally included. He stated that while it would sense to make more sense to remove the use from the neighborhood commercial district, that is not the question before them. He stated that while he also struggles with whether this is a business they want to promote, that is not the question before them.

Commissioner Fowler stated that you could say that tobacco sales go against the higher-level vision goals for the community, but if tobacco sales are already allowed as an accessory use in the district and within the C2 and C4 districts, it would make sense to add the use. He stated that whether there should be a limit on the number of tobacco licenses would be a separate discussion of the city council.

Commissioner Olson stated that she would support the request as this would provide visibility for a small business, and the business would be located in a commercial district. She stated that whether or not members of the commission would purchase the product is not part of the discussion.

Motion was made by Boo, and seconded by Commissioner Fowler, to recommend approval of the zoning ordinance text amendment to allow tobacco or e-cigarette shops as a permitted use in the C-3 (highway commercial) zoning district. With a vote of 4 ayes - 2 nays (Markanda and Wixon opposed), the motion carried.

It was noted that this item will move forward for review by the City Council at its March 11, 2025, meeting.

New Business

Community and Economic Development Director Fernelius provided an update on recent actions of the city council related to planning commission cases and other items of interest.

Adjournment

Chair Boo adjourned the meeting at 7:35 p.m.

Analysis of Request

The applicant is requesting approval of zoning text amendments to allow tobacco or e-cigarette shops as a permitted use in the C-3 (highway commercial) zoning district, where tobacco products are currently only allowed to be sold as an accessory use within the C-3 zoning district.

This change would allow tobacco or e-cigarette shops to be standalone uses. Currently, other permitted uses within the C-3 zoning district, are allowed to sell tobacco products as an accessory use. For example, there are several convenience stores/gas stations, located in the C-3 zoning district that sell tobacco products.

The applicant states that properties located in the C-3 zoning district are appropriate for tobacco or e-cigarette shops because they are typically located along highways or major intersections which are generally further away from schools and residential areas unlike properties within the C-2 or C-4 districts that currently allow tobacco and e-cigarette shops. In addition, the C-3 zoning district allows off-sale liquor stores as a permitted use, which is also an age restricted use (21 years old and over), like tobacco is. Both liquor and tobacco require City Council approved licenses.

In 2025, 38 tobacco licenses have been issued for the following categories:

- Gas Stations/Convenience Stores – 17
- Liquor Stores – 9
- Grocery – 7
- Tobacco/Smoke or E-Cigarettes - 5

Zoning Ordinance Text Amendments

The C-2 (neighborhood commercial) and C-4 (community commercial) currently allow tobacco or e-cigarette shops as a permitted use. The sale of tobacco products is allowed as an accessory use in the other commercial zoning districts.

The City's commercial land uses occupy a relatively small amount of the City's land area, just over five percent. Staff notes that the proposed permitted use is allowed in similar zoning districts, and that tobacco products are currently permitted to be sold in the C-3 zoning district. The C-3 zoned properties are located along the major roadways and the proposed use would fit in with other permitted uses within the district.

When considering a text amendment to the zoning ordinance, the Planning Commission must determine whether or not the proposed use would: 1) be compatible with other permitted and conditional uses of the district; 2) be consistent with the purpose and intent of the district; 3) have adequate infrastructure; 4) have adequate buffer or transition provided between potentially incompatible districts.

The purpose of the C-3 districts is to provide for the establishment of service and limited retail businesses primarily oriented toward motorists and requiring high volumes of traffic and visibility from major roadways.

The proposed text amendment for the C-3 zoning district is as follows:

Section 21465 – C-3, Highway Commercial District:

21465.03 – Permitted Uses

The following are permitted uses in the C-3 District

Subd. 37. Tobacco or E-Cigarette Shops.

Findings:

Staff has reviewed the text amendment request according to the standards listed in Section 21010.01, Subd. 6 of the zoning ordinance and has made the following findings:

1. The proposed use is consistent with the Plymouth Comprehensive Plan. The commercial zoning districts currently allow tobacco products to be sold as an accessory use and two districts allow standalone tobacco or e-cigarette shops.
2. The proposed use meets the purpose and intent of the ordinance as the comprehensive plan does envision this type of use.
3. There is adequate infrastructure available to serve the proposed use.
4. There is an adequate buffer or transition provided between potentially incompatible districts.

Level of Discretion in Decision-Making

The City has a high level of discretion in approving amendments to the zoning ordinance. Amendments to the zoning ordinance must be consistent with the City's comprehensive plan and compatible with other policies, uses and provisions of the zoning ordinance.

Public Notice

Notice of the public hearing was published in the city's official newspaper (Sun Sailor).

SECTION 21465. - C-3, HIGHWAY COMMERCIAL DISTRICT

21465.01. - Purpose.

The purpose of the C-3, Highway Commercial District is to provide for the establishment of service and limited retail businesses primarily oriented toward motorists and requiring high volumes of traffic and visibility from major roads.

(Amended by Ord. No. 2000-09, 03/21/00)

21465.03. - Permitted Uses.

The following are permitted uses in the C-3 District:

- Subd. 1. Amusement centers.
- Subd. 2. Auto accessory stores (not including service).
- Subd. 3. Automobile detailing shops.
- Subd. 4. Banks, credit unions, and other financial institutions (excluding currency exchanges) with or without drive up tellers. (Drive up teller service is regulated by Section 21120.04, Subd. 3 of this Chapter.)
- Subd. 5. Beauty salons and day spas.
- Subd. 6. Bicycle sales and repair.
- Subd. 7. Breweries with a taproom.
- Subd. 8. Brewpub restaurants (no drive-in or drive-through service).
- Subd. 9. Bus/transit stations or terminals without vehicle storage.
- Subd. 10. Candy, ice cream, popcorn, nuts, frozen desserts, and soft drink sales.
- Subd. 11. Commercial recreation, indoor (e.g., bowling alleys, roller rinks).
- Subd. 12. Convenience grocery markets (without motor fuel facilities or delicatessen food service).
- Subd. 13. Copy/printing services (excludes printing presses and publishing facilities).
- Subd. 14. Delicatessens/coffee houses without drive-through service.
- Subd. 15. Dining restaurants (no drive-in or drive-through service).
- Subd. 16. Dry cleaning pick up and laundry pick up stations including incidental repair but not including processing.
- Subd. 17. Essential services not including structures, except those requiring administrative permits or conditional use permits pursuant to Section 21160 of this Chapter.
- Subd. 18. Furniture stores containing less than 5,000 square feet of gross floor area.

- Subd. 19. Governmental and public utility (essential service) buildings and structures, including public works type facilities, excluding outdoor storage.
- Subd. 20. Hotels.
- Subd. 21. Liquor, off sale, pursuant to the required liquor license.
- Subd. 22. Locksmiths.
- Subd. 23. Offices, administrative/commercial.
- Subd. 24. Offices/clinics for medical, dental, or chiropractic services.
- Subd. 25. Pet sales, supplies and grooming.
- Subd. 26. Prepared food restaurants: delivery and/or take out only, with no interior seating.
- Subd. 27. Private clubs (may serve food and beverages).
- Subd. 28. Reception halls/event centers, with or without catering services.
- Subd. 29. Religious institutions such as churches, chapels, temples, synagogues, mosques limited to worship and directly related social events.
- Subd. 30. Sexually oriented businesses - accessory or principal (as regulated by Section 21195 of this Chapter).
- Subd. 31. Shoe repair.
- Subd. 32. Sporting goods and recreational equipment sales, not including motorized vehicles or boats.
- Subd. 33. Sports and fitness clubs.
- Subd. 34. Tailoring services.
- Subd. 35. Tanning salons.
- Subd. 36. Therapeutic massage.
- Subd. 37. Tutoring/learning centers
- Subd. 38. Veterinary clinics and related indoor kennel.

(Amended by Ord. No. 2000-09, 03/21/00; Ord. No. 2001-06, 02/13/01; Ord. No. 2001-28, 08/14/01; Ord. No. 2002-27, 08/13/02; Ord. No. 2002-32, 11/26/02; Ord. No. 2004-11, 07/27/04; Ord. No. 2005-01, 01/11/05; Ord. No. 2006-04, 02/07/06; Ord. No. 2007-05, 01/23/07; Ord. No. 2008-09, 03/25/08; Ord. No. 2009-07, 05/12/09; Ord. No. 2010-01, 02/23/10; Ord. No. 2011-05, 02/22/11; Ord. No. 2011-22, 07/26/11; Ord. No. 2012-05, 02/28/12; Ord. No. 2013-11, 04/23/13; Ord. No. 2013-19, 06/25/13; Ord. No. 2014-12, 02/25/14; Ord. No. 2016-11, 04/26/16; Ord. No. 2019-01, 02/12/19; Ord. No. 2020-11, § 35, 10/13/2020; Ord. No. 2022-10, § 36, 8/16/2022)

21465.05. - Accessory Uses.

The following are permitted accessory uses within the C-3 District.

- Subd. 1.

Accessory buildings and structures for a use accessory to the principal use provided such structure shall not exceed 30 percent of the gross floor space of the principal use.

Subd. 2. Accessory uses incidental and customary to the uses listed as permitted, conditional, interim, and uses by administrative permit in this Section.

Subd. 3. Electric Vehicle Supply Equipment, as regulated by Section 21120.02. Subd. 10 of this Chapter.

Subd. 4. Fences, as regulated by Section 21130 of this Chapter.

Subd. 5. Off-street parking and off-street loading as regulated by Section 21135 of this Chapter, but not including parking of semi-trailers or semi-trailer trucks.

Subd. 6. Radio and television receiving antennas including single satellite dish TVROs two meters or less in diameter, short-wave radio dispatching antennas, or those necessary for the operation of electronic equipment including federally licensed amateur radio stations, as regulated by Section 21175 of this Chapter.

Subd. 7. Roof-Mounted Solar Energy Systems, as regulated by Section 21173 of this Chapter.

Subd. 8. Signs, as regulated by Section 21155 of this Chapter.

(Amended by Ord. No. 2008-09, 03/25/08; Ord. No. 2009-07, 05/12/09; Ord. No. 2011-22, 07/26/11; Ord. No. 2024-22, § 39, 9/24/2024)

21465.07. - Conditional Uses.

The following are conditional uses in the C-3 District and require a conditional use permit based upon procedures set forth in and regulated by Section 21015 of this Chapter. Additionally, besides the specific standards and criteria which may be cited below for respective conditional uses, each request for a conditional use permit shall be evaluated based upon the standards and criteria set forth in Sections 21015.02, Subd. 5 and 21015.04 of this Chapter.

Subd. 1. Accessory retail, accessory rental, or accessory service activity other than that allowed as a permitted use or conditional use within this Section, provided that:

- (a) Such accessory use is allowed as a permitted use in a commercial district.
- (b) Such accessory use does not occupy more than 50 percent of the gross floor area of its associated principal use, or more than 2,500 square feet, whichever is less.

Subd. 2. Antennas not located upon an existing structure or existing tower, as regulated by Section 21175 of this Chapter.

Subd. 3. Buildings in excess of height limitations as specified in Section 21465.13 of this Chapter, provided that:

- (a) For each additional five feet in height above the maximum building height specified in this district, the front and side yard setback requirements shall be increased by one foot.
- (b) The construction does not limit solar access to abutting and/or neighboring properties.

Subd. 4. Commercial car washes (drive-through, mechanical and self-service as a principal or accessory use) with one or more bays provided that:

- (a) Stacking space is provided to accommodate an appropriate number of vehicles and shall be subject to the approval of the City Council.
- (b) The entire area shall have a drainage system which is subject to the approval of the City and gives special consideration to the prevention of ice buildup during winter months.

Subd. 5. Convenience grocery markets with prepared food and/or motor fuel sales with accessory car wash (no vehicle service or repair), provided that:

- (a) Convenience/deli food is of the take-out type only and that no provision for seating or consumption on the premises is provided. Furthermore, that the enclosed area devoted to such activity, use and merchandise shall not exceed 15 percent of the gross floor area.
- (b) The storage, preparation and serving of food items are subject to the approval of the Zoning Administrator who shall provide specific written sanitary requirements based upon the applicable State and County regulations.
- (c) That the proximate area and location of space devoted to non-automotive merchandise sales shall be specified in the application and in the conditional use permit. Outdoor display of merchandise shall be allowed by administrative permit, pursuant to Section 21465.11, Subd. 5 of this Chapter.
- (d) The off-street loading space(s) and building access for delivery of goods shall be separate from customer parking and entrances and shall not cause conflicts with customer vehicles and pedestrian movements.
- (e) Hours of operation: The hours of operation for a convenience grocery market shall be limited to 6:00 a.m. to 11:00 p.m., unless extended by the Council as part of the conditional use permit. Unless otherwise limited or prohibited by the Council as part of the conditional use permit, the hours of operation for pay-at-the-pump motor fuel sales may be 24 hours per day.
- (f) Motor fuel facilities shall be installed in accordance with State and City standards. Additionally, adequate space shall be provided to access gas pumps and to allow maneuverability around the pumps. Underground fuel storage tanks are to be positioned to allow adequate access by motor fuel transports and unloading operations which do not conflict with circulation, access and other activities on the site. Fuel pumps shall be installed on pump islands.
- (g) A protective canopy located over pump islands may be an accessory structure on the property and may be located 20 feet or more from the front lot line, provided adequate visibility both on and off site is maintained.

(h)

All canopy lighting for motor fuel station pump islands shall be recessed or fully shielded. Luminaires for pump islands shall comply with Section 21105.06 of this Chapter.

- (i) Litter Control. The operation shall be responsible for litter control within 300 feet of the premises and litter control is to occur on a daily basis. Trash receptacles must be provided at a convenient location on site to facilitate litter control.
- (j) All pumps and any related canopy shall be set back at least 300 feet from residentially zoned or guided property, unless screened by an intervening building or located across an arterial or major collector roadway from residentially zoned or guided property.
- (k) Accessory Car Wash/Vacuums.
 - (1) No more than one car wash bay shall be allowed.
 - (2) The car wash shall be designed to be an integral part of the principal building, and may not be a separate freestanding structure.
 - (3) The site shall provide stacking space for the car wash. The amount of stacking space shall take into account the type of car wash and the amount of time it takes to wash a vehicle. Stacking spaces shall not interfere with parking spaces or traffic circulation.
 - (4) The exit from the car wash shall have a drainage system which is subject to the approval of the City and gives special consideration to the prevention of ice build-up during winter months.
 - (5) Neither the car wash nor an accessory vacuum shall be located within 300 feet of any residentially zoned or guided property, unless completely screened by an intervening building or located across an arterial or major collector roadway from residentially zoned or guided property.
 - (6) Both the car wash and accessory vacuum shall conform to noise regulations as defined in Section 21105.10 of this Chapter.

Subd. 6. Day care facilities as a principal or accessory use, provided that the use complies with Section 21150 of this Chapter.

Subd. 7. Delicatessens/coffee houses with drive-through service, provided that:

- (a) The operation shall be responsible for litter control within 300 feet of the premises and litter control is to occur on a daily basis. Trash receptacles must be provided at a convenient location on site to facilitate litter control.
- (b) The drive-through operation shall comply with the performance standards listed in Section 21120.04, Subd. 3 of this Chapter.

Subd. 8. Drive-in and/or drive-through restaurants, provided that:

- (a)

The storage, preparation and service of food items are subject to the approval of the Zoning Administrator who shall provide specific written sanitary requirements based upon applicable State and County requirements.

- (b) Litter Control. The operation shall be responsible for litter control within 300 feet of the premises and litter control is to occur on a daily basis. Trash receptacles must be provided at a convenient location on site to facilitate litter control.
- (c) These facilities shall be located only on sites having direct access to a minor arterial street, collector or service road.
- (d) The applicant shall demonstrate that such use will not significantly lower the existing level of service on streets and intersections.
- (e) Alcoholic beverages shall not be sold or served.
- (f) Drive-through service windows may be allowed subject to the performance standards stipulated in Section 21120.04, Subd. 3 and Section 21135 of this Chapter.

Subd. 9. Dry cleaners with accessory processing facilities provided that:

- (a) The business does not exceed 3,000 square feet.
- (b) The retail portion of the tenant space (including the counter area and clothing storage) occupies a minimum of 25 percent of the total gross floor area of the building or lease area.
- (c) The use generates no or minimal hazardous waste, as determined by Hennepin County.

Subd. 10. Entertainment, live; in association with a restaurant.

Subd. 11. Essential services requiring a conditional use permit pursuant to Section 21160 of this Chapter.

Subd. 12. Essential service structures (as defined by Section 21005 of this Chapter) that exceed five feet in height or 20 square feet in area, necessary for the health, safety and general welfare of the City, excluding public works type facilities, provided that equipment is completely enclosed in a permanent structure with no outside storage.

Subd. 13. Laundromats, self-service washing and drying, provided that the hours of operation are limited to 7:00 a.m. to 10:00 p.m.

Subd. 14. Motor vehicle fuel sales (excluding those accessory to a convenience grocery market); and automobile repair—minor provided that:

- (a) Regardless of whether the dispensing, sale or offering for sale of motor fuels and/or oil is incidental to the conduct of the use or business, the standards and requirements imposed by this Section for motor fuel stations shall apply. These standards and requirements are, however, in addition to other requirements which are imposed for other uses of the property.

- (b) Motor fuel facilities shall be installed in accordance with State and County standards. Additionally, adequate space shall be provided to access gas pumps and to allow maneuverability around the pumps. Underground fuel storage tanks are to be positioned to allow adequate access by motor fuel transports and unloading operations which do not conflict with circulation, access and other activities on the site.
- (c) Whenever fuel pumps are to be installed, pump islands shall be installed. Pump islands and their related parking and maneuvering aisle shall be located no closer to the street or adjacent property lines than this Chapter allows for parking spaces, provided that such location does not encroach upon street right-of-way, pedestrian areas, or adjacent property.
- (d) A protective canopy located over pump islands may be an accessory structure on the property and may be located 20 feet or more from the front lot line, provided adequate visibility both on and off site is maintained. All canopy lighting for motor fuel station pump islands shall be recessed or fully shielded. Luminaires for pump islands shall comply with Section 21105.06 of this Chapter.
- (e) There shall be no outdoor service operation of lubrication equipment, hydraulic lifts of service pits, tire changing, drive systems repair and tuning, or similar operations.
- (f) No outside storage shall be allowed except as specifically allowed by separate administrative use permit, pursuant to item (h) below and Section 21465.11, Subd. 7 of this Chapter.
- (g) Sale of products other than those specifically mentioned in this sub-section shall be limited to those allowed in this district and shall be subject to approval as part of the conditional use permit.
- (h) No outside storage of parts, equipment, or inoperable vehicles shall be allowed.
- (i) Unless otherwise limited or prohibited by the Council as part of the conditional use permit, the hours of operation for pay-at-the-pump motor fuel sales may be 24 hours per day.

(Amended by Ord. No. 2000-09, 03/21/00; Ord. No. 2002-32, 11/26/02; Ord. No. 2006-04, 02/07/06; Ord. No. 2006-27, 10/10/06; Ord. No. 2008-09, 03/25/08; Ord. No. 2009-07, 05/12/09; Ord. No. 2012-05, 02/28/12; Ord. No. 2013-11, 04/23/13; Ord. No. 2013-13, 04/23/13; Ord. No. 2013-27, 10/22/13; Ord. No. 2016-11, 04/26/16; Ord. No. 2019-01, 02/12/19)

21465.09. - Interim Uses.

Subject to applicable provisions of this Chapter, the following are interim uses in the C-3 District and are governed by Section 21020 of this Chapter.

Subd. 1. Reserved.

(Amended by Ord. No. 2019-01, 02/12/19)

21465.11. - Uses by Administrative Permit.

Subject to applicable provisions of this Section, performance standards established by this Chapter, and processing requirements of Section 21025, the following are uses allowed in the C-3 District by administrative permit as may be issued by the Zoning Administrator:

- Subd. 1. Antennas located upon an existing structure or existing tower, as regulated by Section 21175 of this Chapter.
- Subd. 2. Essential services requiring a permit as provided by Section 21160 of this Chapter.
- Subd. 3. Essential Service structures (as defined by Section 21005 of this Chapter) that do not exceed five feet in height or 20 square feet in area, necessary for the health, safety and general welfare of the City, excluding public works type facilities and uses, provided that:
 - (a) Equipment is completely enclosed in a permanent structure with no outside storage.
 - (b) Landscaping is provided to screen any such structure.
- Subd. 4. Ground-Mounted Solar Energy Systems, as regulated by Section 21173 of this Chapter.
- Subd. 5. Other uses of the same general character as those listed as a permitted use in this District.
- Subd. 6. Outdoor display (permanent) of seasonal or convenience items (e.g., windshield washer fluid, softener salt) as an accessory use in association with an allowed principal use provided that:
 - (a) The area so occupied shall not exceed ten percent of the gross floor area of the principal building or 100 square feet, whichever is less.
 - (b) No display of merchandise shall occur within the required front, rear, or side yards.
 - (c) Such outdoor display of merchandise shall be limited to the area of customer entrances or within pump islands.
 - (d) Such outdoor display of merchandise shall not exceed five feet in height.
 - (e) Such outdoor display area shall be included in the calculations for parking spaces required for the use and shall not occupy space required for parking as regulated by Section 21135 of this Chapter, except as may be exempted for cause by the Zoning Administrator.
- Subd. 7. Outside, above ground storage facilities for fuels used for heating purposes; outdoor generators located 200 feet or more away from residentially guided or zoned property; and outdoor equipment used for dispensing fuels to vehicles or containers used in conjunction with the approved principal use, but not for sale. Such features for new developments shall be included with the site plan submitted for review and approval as required by this Chapter, and such features for existing developments shall be subject to the approval of the Zoning Administrator and the following criteria:

- (a) The design, construction, and location of any such features must comply with State and City codes including appropriate National Fire Protection Association standards, Minnesota State Fire Code requirements, and manufacturer's specifications.
- (b) An accurate site plan for the development based upon a certified survey, shall be submitted showing to scale the location of such features, including any fencing and landscaping related to safety or screening.
- (c) To assure that fire hose streams can be directed onto such features with minimal obstruction, solid wall enclosures shall not be used.
- (d) Such features must be located so as not to obstruct approved parking spaces, driving aisles, fire lanes, utility easements, or required building ingress or egress points.
- (e) No signage shall be permitted, other than required safety information, product identification, product hazards, and operation instructions. For the purpose of this Section, "signage" includes words, graphics, logos, and symbols.
- (f) Outdoor generators located less than 200 feet from residentially guided or zoned property shall require the approval of a site plan (or site plan amendment) for a major project, pursuant to Section 21045.05 of this Chapter.

Subd. 8. Outside storage as an accessory use provided that:

- (a) The storage area does not take up parking space or loading space as required for conformity to this Chapter.
- (b) All requirements of Section 21105.11 of this Chapter are met.

Subd. 9. Satellite schools for post-secondary education or trade schools, provided it is demonstrated that adequate on-site parking would be available for the use.

Subd. 10. Temporary mobile towers for personal wireless service antennas, as regulated by Section 21175 of this Chapter.

Subd. 11. Temporary events and outdoor sales subject to the following criteria:

- (a) Special Promotional Events (except Carnivals).
 - (1) Such activity is directed towards the general public and includes grand openings, business events, craft shows, flea markets, mechanical and animal rides, and outdoor display of materials.
 - (2) The event shall not exceed the period specified in the administrative permit and in no case shall exceed three consecutive calendar days per event.
 - (3) There shall be no more than two special events per calendar year per property. However, each tenant in a multi-tenant building shall be permitted one special event per year. Multi-tenant buildings with less than five lease spaces shall be considered as a single property for purposes of this provision.

(b) Carnivals.

- (1) The applicant must submit an amusement license application as required by Section 1100 of the City Code.
- (2) The event shall not exceed the period specified in the administrative permit and in no case shall exceed seven consecutive calendar days per event.
- (3) There shall be no more than one carnival per calendar year per property.

(c) Outdoor Sales, including but not limited to transient merchants and transient produce merchants (excluding Christmas Tree Sales):

- (1) Such activity is directed towards the general public and includes warehouse sales, sidewalk sales, inventory reduction or liquidation sales, distressed merchandise sales, sales of fireworks, seasonal merchandise sales (except Christmas trees), and transient merchant and transient produce merchant sales.
- (2) The following specific standards shall apply to all proposed temporary outdoor sales activities allowed by this paragraph and by City Code business licensing provisions in addition to other applicable building and safety code requirements as determined by the Zoning Administrator.
 - a. The maximum total time for temporary outdoor sales activities shall be the period specified in the administrative permit and, in no case, shall exceed 90 days per calendar year per property.
 - b. There shall be no more sales activities than those specified in the administrative permit and, in no case, shall there be more than ten sales activities per year per property.
 - c. Sales activities may be conducted within a required yard provided the area is paved and the activity does not interfere with parking, traffic circulation or emergency vehicle access. Temporary sales on unpaved landscaped areas is prohibited.
 - d. Sales of fireworks shall also be regulated by Section 1110 of the City Code.

(d) Outdoor Christmas Tree Sales.

- (1) Such activity is directed towards the general public and consists of the outdoor sales of cut evergreen trees, boughs, wreaths and other natural holiday decorations and related products.
- (2) The following specific standards shall apply to all proposed outdoor Christmas tree sales allowed by this paragraph and by City Code business licensing provisions in addition to other applicable building and safety code requirements as determined by the Zoning Administrator.

- a. The maximum total time for sales activities shall be the period specified in the administrative permit and, in no case, shall exceed 45 days per calendar year per property.
 - b. There shall be no more than one sales activity per year per property, which shall be in addition to any special events or other outdoor sales permitted on the property.
 - c. Sales activities may be conducted within a required yard provided the area is paved and the activity does not interfere with parking, traffic circulation or emergency vehicle access. Sales on unpaved landscaped areas is prohibited.
- (e) General Standards applying to all temporary events and outdoor sales.
- (1) The event or sale shall be accessory to or promoting the permitted or conditional use approved for the site.
 - (2) Tents, stands, and other similar temporary structures may be used, provided they are clearly identified on the submitted plan and provided that it is determined by the Zoning Administrator that they will not impair the parking capacity, emergency access, or the safe and efficient movement of pedestrian and vehicular traffic on or off the site.
 - (3) The submitted plan shall clearly demonstrate that adequate off-street parking for the proposed event can and will be provided for the duration of the event. Determination of compliance with this requirement shall be made by the Zoning Administrator who shall consider the nature of the event and the applicable parking requirements of Section 21135. Consideration shall be given to the parking needs and requirements of other occupants in the case of multi-tenant buildings. Parking on public right-of-way and streets is prohibited; except that parking on local streets may be allowed on Saturday and Sunday only, provided that the petitioner arranges for traffic control by authorized enforcement officers, as approved in writing by the Police Chief, at the petitioner's expense.
 - (4) Signage related to the event or sale shall be in compliance with the temporary sign standards of Section 21155 and shall be allowed for the duration of the event. The Zoning Administrator may authorize special signage for purposes of traffic direction and control; the erection and removal of such signage shall be the responsibility of the applicant.
 - (5) The approved permit shall be displayed on the premises for the duration of the event.
 - (6) All activity related to the event or sale must take place within the time permitted in the administrative permit. No buildings, equipment or materials may be erected or displayed prior to the start date identified in the permit application and all structures,

equipment and displays must be removed by the end date identified in the administrative permit.

(7) Not more than one such event or sale shall be allowed per property at any given time.

Subd. 12. Temporary structures, as regulated by [Section 21167](#) of this Chapter.

(Amended by Ord. No. 2008-09, 03/25/08; Ord. No. 2009-07, 05/12/09; Ord. No. 2019-01, 02/12/19; Ord. No. [2024-22](#), § 40, 9/24/2024)

21465.13. - Area Requirements and Construction Limitations.

The following requirements shall be observed in the C-3 District subject to additional requirements, exceptions and modifications set forth in this Chapter.

District Area Minimum	Lot Area Minimum	Minimum Lot Width (feet)	Minimum Lot Depth (feet)	Maximum Structural Coverage (a)	Minimum Setbacks (feet) (a)		Maximum Building Height	
1 acre	1 acre	100	100	50%	Abutting Residential District		Princ. Bldg.	45 feet
					Front yard (b) (c)	75	Acc. Bldg.	20 feet
					Side yard (b)	75		
					Rear yard (b)	75		
					Abutting Non- Residential District			
					Front yard (c)	50		

					Side yard-	15	
					Rear yard	15	
(a) Special requirements apply for environmental overlay districts — See appropriate text (b) Where a C-3 District abuts a residential district or is separated from a residential district by a local or minor collector street (c) Applies to each street frontage							

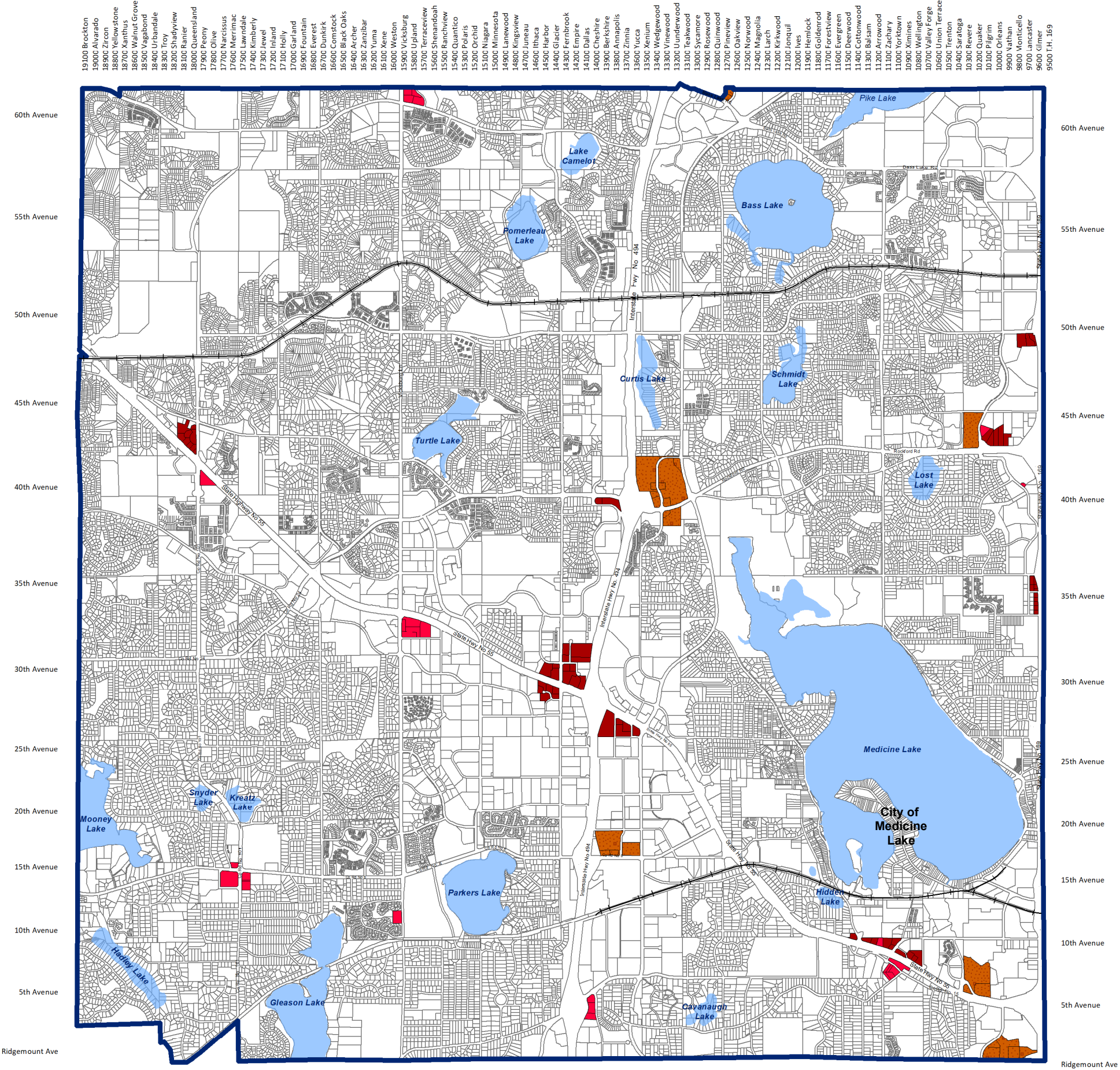
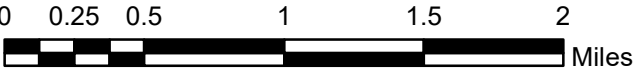
(Amended by Ord. No. 2002-32, 11/26/02; Ord. No. 2009-07, 05/12/09)

Zoning Map

Adopted December 18, 1996
Dated January 9th, 2024
Per Ordinance NO. 2024-01

Legend

- City Limits
- Lakes
- C-2, Neighborhood Commercial
- C-3, Highway Commercial
- C-4, Community Commercial



19100 Brockton
19000 Alvarado
18900 Zircon
18800 Yellowstone
18700 Xanthus
18600 Walnut Grove
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18300 Troy
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18100 Ranier
18000 Queensland
17900 Peony
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17600 Merimac
17500 Lawndale
17400 Kimberly
17300 Jewel
17200 Inland
17100 Holly
17000 Garland
16900 Fountain
16800 Everest
16700 Dunkirk
16600 Comstock
16500 Black Oaks
16400 Archer
16300 Zanzibar
16200 Yuma
16100 Yare
16000 Weston
15900 Vicksburg
15800 Upland
15700 Terraceview
15600 Shenandoah
15500 Ranchview
15400 Quantico
15300 Polaris
15200 Orchid
15100 Niagara
15000 Minnesota
14900 Lanewood
14800 Kingsview
14700 Lüneau
14600 Ithaca
14500 Harbor
14400 Glacier
14300 Fernbrook
14200 Empire
14100 Dallas
14000 Cheshire
13900 Berkshire
13800 Annapolis
13700 Zinnia
13600 Yucca
13500 Xenium
13400 Wedgewood
13300 Vinewood
13200 Underwood
13100 Teakwood
13000 Sycamore
12900 Rosewood
12800 Quinwood
12700 Pineview
12600 Oakview
12500 Norwood
12400 Magnolia
12300 Larch
12200 Kirkwood
12100 Jonquil
12000 Ives
11900 Hemlock
11800 Goldenrod
11700 Forestview
11600 Evergreen
11500 Deerwood
11400 Cottonwood
11300 Balsam
11200 Arrowwood
11100 Zachary
11000 Yorktown
10900 Ximines
10800 Wellington
10700 Valley Forge
10600 Union Terrace
10500 Trenton
10400 Saratoga
10300 Revere
10200 Quaker
10100 Pilgrim
10000 Orleans
9900 Nathan
9800 Monticello
9700 Lancaster
9600 Kilmer
9500 T.H. 169

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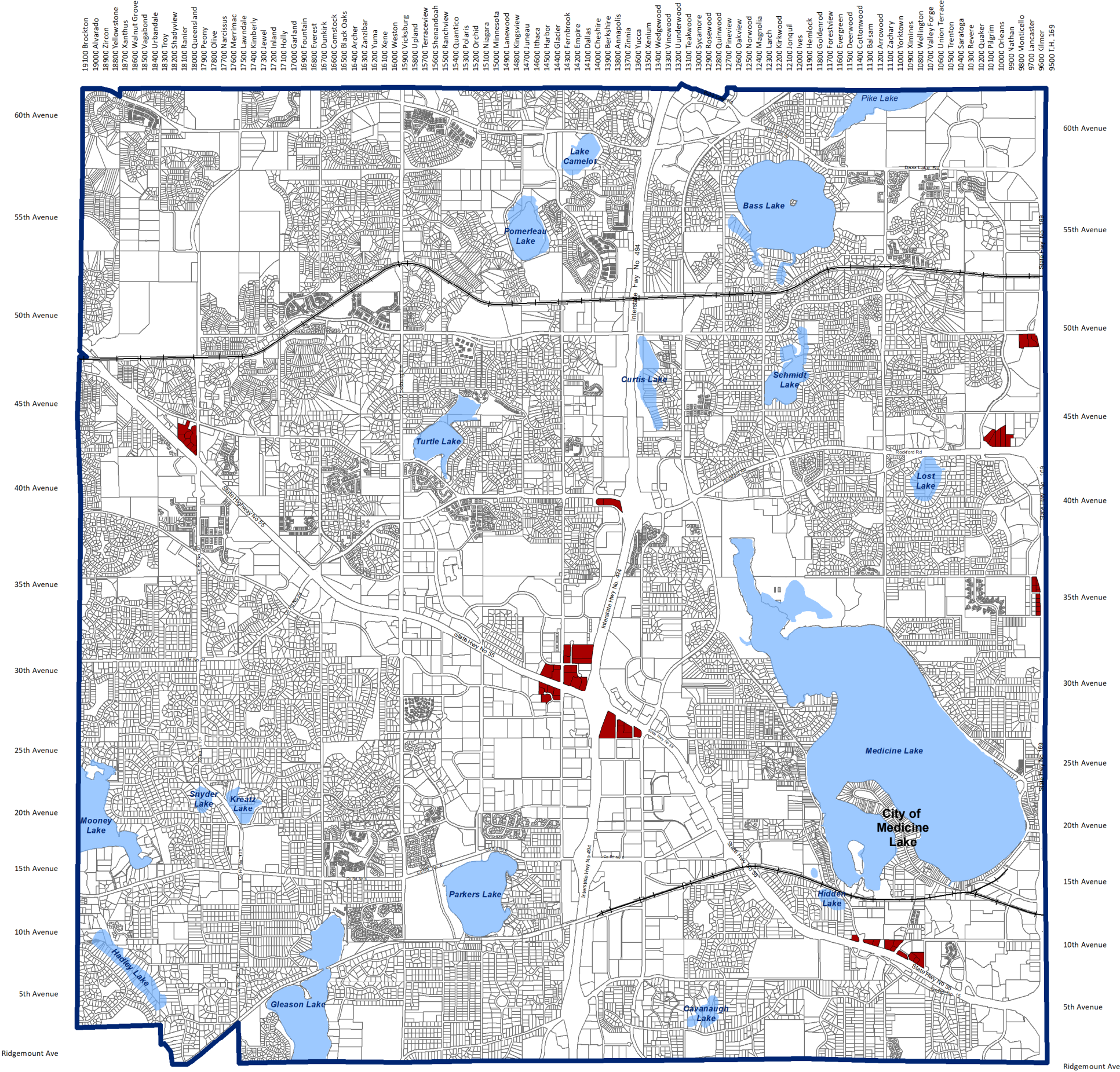
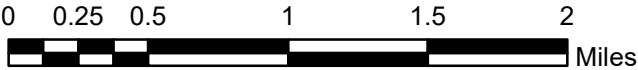
THIS REPRESENTS A COMPILATION OF INFORMATION AND DATA FROM CITY, COUNTY, STATE AND OTHER SOURCES THAT HAS NOT BEEN FIELD VERIFIED. INFORMATION SHOULD BE FIELD VERIFIED AND COMPARED WITH ORINGIAL SOURCE DOCUMENTS.
N:\PROJECTS\PLANNING\Zoning Map

Zoning Map

Adopted December 18, 1996
Dated January 9th, 2024
Per Ordinance NO. 2024-01

Legend

-  City Limits
-  Lakes
-  C-3, Highway Commercial



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15500 Ranchview
15400 Quantico
15300 Polaris
15200 Orchid
15100 Niagara
15000 Minnesota
14900 Lanewood
14800 Kingsview
14700 Lüneau
14600 Ithaca
14500 Harbor
14400 Glacier
14300 Fernbrook
14200 Empire
14100 Dallas
14000 Cheshire
13900 Berkshire
13800 Annapolis
13700 Zinnia
13600 Yucca
13500 Xenium
13400 Wedgewood
13300 Vinewood
13200 Underwood
13100 Teakwood
13000 Sycamore
12900 Rosewood
12800 Quinwood
12700 Pineview
12600 Oakview
12500 Norwood
12400 Magnolia
12300 Larch
12200 Kirkwood
12100 Jonquil
12000 Ives
11900 Hemlock
11800 Goldenrod
11700 Forestview
11600 Evergreen
11500 Deerwood
11400 Cottonwood
11300 Balsam
11200 Arrowwood
11100 Zachary
11000 Yorktown
10900 Ximines
10800 Wellington
10700 Valley Forge
10600 Union Terrace
10500 Trenton
10400 Saratoga
10300 Revere
10200 Quaker
10100 Pilgrim
10000 Orleans
9900 Nathan
9800 Monticello
9700 Lancaster
9600 Kilmer
9500 T.H. 169



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 ORINGIAL SOURCE DOCUMENTS.
N:\PROJECTS\PLANNING\Zoning Map



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

Planning and Zoning Application Form

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

Applications will be processed once all items are submitted.

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

Property Location: _____

Legal Description: _____

Property Owner Name: _____

Company Name: _____ Email: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Secondary Phone Number: _____

Applicant/Contact Person: Hiethan Zenan

Company Name: _____ Email: zhiethan@gmail.com

Address: 929 portland Ave Apt 1807

City: Minneapolis State: MIN Zip Code: 55404 55404

Phone Number: 571-477-7725 Secondary Phone Number: _____

Requested Application(s):

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

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





Received
DEC 30 2024
City of Plymouth
Community Development Department

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

Brief Description of Request: _____
The request is to add Tobacco to the list of businesses allowed in C3 commercial building. As liquor is allowed in C3, adding tobacco will help this type of business to be in a C3 highway commercial which means that they will be further away from schools and residential areas. C3 should be the prioritized if not the only type of building where tobacco is allowed.

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

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

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

Property Owner(s) Signature(s): _____

Applicant(s) Signature(s): _____

Date: 12/30/2024

For City Use Only

Application Fee: \$ 300
Sign Fee: \$ _____
Wetland-Related Fees: \$ _____
Escrow (400-2800): \$ 2,000
Total Fees Due: \$ 2,300

pd - \$2,300
check No. 1151
KaTB

Fees Approved for Deposit By: KaTB



Zoning Ordinance Text Amendment Application Checklist

Please submit digital (emailed, USB) copies of the following items via email to planning@plymouthmn.gov to submit your application.

Applications will be processed once all items on this checklist are submitted.

Requirements

- **Completed Application Form**, signed by the property owner.
- **Accurate Certified Survey** showing the proposal, drawn to scale, including all dimensions and square footages, and the complete legal description of all parcels affected.
- **Answers** to the questions on page 2.
- **Application Fee** payable to the City of Plymouth:
 - \$300 plus \$2000 cash escrow
 - \$165 fee for a development sign on one street frontage and \$50 per sign for each additional street frontage.

The fee for staff-prepared mailing labels is included in the application fee. Please contact planning@plymouthmn.gov to set up online payment. Or submit a check or cash with the request.

Additional information may be requested concerning operational factors or to retain expert testimony with the consent and at the expense of the applicant as necessary to establish performance conditions in relation to all pertinent sections of the zoning ordinance. For a complete list of required materials, refer to Section 21010 of the Plymouth Zoning Ordinance.



Please describe your request.

Amend the zoning ordinance to allow Tobacco in C3 commercial properties

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

The current zoning ordinance permits Tobacco sales in C2 and C4 properties, which are located closer to schools and residential areas.

However, C3 zoning, designated for highway commercial use, should be prioritized for Tobacco sales.

Since Liquor sales are already permitted in C3, including Tobacco in this zone would position such businesses along highways, further away from residents under 21 years old, aligning with the city's policies

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

Future tobacco stores will be able to stay away from schools and residential building. This will also allow for future change in C2 and C4 tobacco allowance if the city decided to do so.

Is there adequate infrastructure available to serve the proposed action?

Yes, there is adequate infrastructure to serve the proposed action of allowing tobacco establishments in C3 highway commercial properties.

These zones are specifically designed to handle commercial activities and are located away from schools and residential neighborhoods, ensuring minimal disruption to sensitive areas.

An example is the property located 10730 Highway 55, Plymouth MN 55441. Which is one block away from the liquor store.

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

The request to allow tobacco in C3 properties, designated as highway commercial zones, aligns well with established planning practices. These zones are typically located away from schools and residential neighborhoods, minimizing exposure to sensitive populations such as children and families.

This approach facilitates a practical and socially responsible transition, as it mirrors the existing norm in most cities where tobacco establishments are preferred in highway commercial areas rather than residential neighborhoods.

Additionally, in the city of Plymouth, liquor stores are already permitted in highway commercial zones. This precedent further supports the inclusion of tobacco establishments in such areas, as both industries require customers to be 21 years of age. This alignment ensures consistency in zoning policies for adult-only establishments, making the transition both logical and straightforward.



CITY OF PLYMOUTH

ORDINANCE No. 2025-

ORDINANCE AMENDING CHAPTER 21 ENTITLED THE ZONING ORDINANCE OF THE PLYMOUTH CITY CODE (2025001)

THE CITY OF PLYMOUTH ORDAINS:

Section 1. Amendment of City Code. Section 21465.03 of the Plymouth City Code (Permitted uses within the C-3, Highway Commercial District) is hereby amended to add the permitted use of “Tobacco or e-cigarette shops” with existing text and new text as follows:

21465.03 – Permitted Uses.

Subd. 37 Tobacco or e-cigarette shops.

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

ADOPTED by the City Council this ____ day of ____, 20__.

Jeffry Wosje, Mayor

ATTEST:

Jodi M. Gallup, City Clerk

CITY OF PLYMOUTH

RESOLUTION 2025-

APPROVING FINDINGS OF FACT FOR A ZONING ORDINANCE TEXT AMENDMENT TO A SECTION OF CHAPTER 21 ENTITLED THE ZONING ORDINANCE TO ADD TOBACCO OR E-CIGARETTE SHOPS AS A PERMITTED USE WITHIN THE C-3, HIGHWAY COMMERCIAL ZONING DISTRICT (2025001)

WHEREAS, the Hietham Zemam initiated an amendment to Section 21465 - C-3, Highway Commercial zoning district of the zoning ordinance; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA, that it should and hereby approves the zoning ordinance text amendment to add tobacco or e-cigarette shops as a permitted use in Section 21465 - C-3, highway commercial zoning district, and modify the city code, based upon the finding that the proposed amendment would be consistent with the city's comprehensive plan and with the purpose and intent of the city's ordinances and policies.

ADOPTED by the City Council the ____ day of _____, _____.

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) SS.

The undersigned, being the duly qualified and appointed City Clerk of the City of Plymouth, Minnesota, certifies that I compared the foregoing resolution adopted at a meeting of the Plymouth City Council on March 13, 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-

RESOLUTION APPROVING SUMMARY PUBLICATION OF ORDINANCE No. 2025-

Ordinance No. 2025-____ amending Chapter 21 (Zoning Ordinance) to allow tobacco or e-cigarette shops as a permitted use within Section 21465 – C-3, highway commercial zoning district.

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

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