

**CITY OF PLYMOUTH
AGENDA
Regular City Council
Council Chambers
3400 Plymouth Boulevard, Plymouth, MN
May 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** Proclamation recognizing National Public Works Week from May 18-24
 1. National Public Works Week Poster
 2. Proclamation
 - 4.2** Management Intern Program Recap (Sarah Nissen)
- 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. April 22 Special
 2. April 22 Regular
 - 6.2** Approve disbursements
 1. Invoice Expense Distribution
 2. City Council Resolution 2025-133
 - 6.3** Approve Cooperative Agreement and Limited Use Permit for the Station 73 TRIP Project (ST230003)
 1. Location Map
 2. Cooperative Agreement # 1058416
 3. Limited Use Permit 2723-0279

4. City Council Resolution 2025-134
- 6.4** Approve replacement of the East Medicine Lake Playground Cube Tower and playground surfacing (PR250004)
 1. Site Plan
 2. Kompan Quote
 3. Albrecht Company Quote
 4. sofSurfaces Quote
 5. Kompan Agreement
 6. Albrecht Company Agreement
 7. City Council Resolution 2025-135
- 6.5** Designate Engineer for Peony Lane and 10th Avenue Area Rehabilitation Project (ST269005)
 1. Location Maps
 2. Agreement
 3. City Council Resolution 2025-136
- 6.6** Approve temporary liquor license application of Mount Olivet Lutheran Church of Plymouth at 12235 Old Rockford Road for an event on July 26
 1. City Council Resolution 2025-137
- 6.7** Approve temporary on-sale liquor licenses for Plymouth Civic League for events on June 20, 2025, July 11, 2025, August 15, 2025 and October 9, 2025
 1. City Council Resolution 2025-138
 2. City Council Resolution 2025-139
 3. City Council Resolution 2025-140
 4. City Council Resolution 2025-141
- 6.8** Approve tobacco license application of Cobra CORP d/b/a Cobra Convenience, 10730 Highway 55
 1. City Council Resolution 2025-142
- 6.9** Award contract for 2025 Pavement Markings Project (ST25003)
 1. Bid Tabulation
 2. City Council Resolution 2025-143

7. PUBLIC HEARINGS

8. GENERAL BUSINESS

- 8.1** Pre-application sketch plan review for the property located at 1455 County Road 101 (Marco McLane Development - 2025012)
 1. Planning Commission Minutes
 2. Planning Commission Report
 3. Applicant narrative and graphics

4. PUD Policy
5. Comments Received

8.2 Approve appointment to the Housing and Redevelopment Authority

1. City Council Resolution 2025-144

9. REPORTS AND STAFF RECOMMENDATIONS

10. ADJOURNMENT

To: Dave Callister, City Manager

Prepared by: Chris McKenzie, Engineering Services Manager

Reviewed by: Michael Thompson, Public Works Director

Item: **Proclamation recognizing National Public Works Week from May 18-24**

1. Action Requested:

Proclamation recognizing National Public Works Week from May 18-24, 2025.

2. Background:

National Public Works Week is an opportunity to raise awareness of what makes normal happen and shines a spotlight on the way public works professionals advance our quality of life in a myriad of ways, silently serving the community.

Public works professionals advance the quality of life by providing an infrastructure of services in transportation, water, wastewater and storm water treatment, public buildings and spaces, parks and grounds, emergency management and first response, solid waste, and right-of-way management. They are what make our communities dynamic places to live and work.

These systems contribute to the quality of life for our residents and businesses.

3. Budget Impact:

N/A

4. Attachments:

1. National Public Works Week Poster
2. Proclamation



**PEOPLE
PURPOSE
PRESENCE**





PROCLAMATION:
NATIONAL PUBLIC WORKS WEEK

May 18–24, 2025

“People, Purpose, Presence”

WHEREAS, public works professionals make normal happen, and when normal does not happen, they work to get things back to normal; and

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to public health, high quality of life, and well-being of the people of Plymouth, Minnesota; and

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our residents; and

WHEREAS, it is in the public interest for the residents and elected officials of Plymouth to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and

WHEREAS, the year 2025 marks the 65th annual National Public Works Week sponsored by the American Public Works Association.

NOW, THEREFORE, BE IT HEREBY RESOLVED that I proclaim May 18-24, 2025 to be:

National Public Works Week

I urge all individuals to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

Dated this 13th day of May, 2025.

Mayor Jeff Wosje



To: Dave Callister, City Manager

Prepared by: Maria Solano, Deputy City Manager

Reviewed by:

Item: Management Intern Program Recap (Sarah Nissen)

1. Action Requested:

Presentation from exiting Management Intern, Sarah Nissen, recapping her experiences from the last seven months in the role.

2. Background:

N/A

3. Budget Impact:

N/A

4. Attachments:



To: Dave Callister, City Manager

Prepared by: Jodi Gallup, City Clerk

Reviewed by: Maria Solano, Deputy City Manager

Item: **Adopt proposed minutes**

1. Action Requested:

Adopt attached minutes.

2. Background:

Not applicable.

3. Budget Impact:

Not applicable.

4. Attachments:

1. April 22 Special
2. April 22 Regular

Proposed Minutes Special Council Meeting April 22, 2025

Mayor Wosje called a Special Meeting of the Plymouth City Council to order at 5:00 p.m. at Plymouth City Hall, 3400 Plymouth Boulevard, on April 22, 2025.

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

PLYMOUTH COUNCIL ABSENT: None.

PLYMOUTH STAFF PRESENT: City Manager Callister, Deputy City Manager Solano, Public Works Director Thompson, Community and Economic Development Director Fernelius, Parks and Recreation Director Tomlinson, Finance Director Rich, Human Resources Director Timpone, Housing Manager Schmidt, City Engineer/Deputy Public Works Director Payne, Management Intern Nissen, and City Clerk/Administrative Coordinator Gallup.

Affordable Housing Trust Fund discussion

Community and Economic Development Director Fernelius provided background information on establishing an Affordable Housing Trust Fund.

Council asked questions, provided feedback, and directed staff to draft an ordinance establishing an affordable housing trust fund and solicit feedback from the Housing and Redevelopment Authority to bring back to a future council meeting for further consideration.

Public Improvement Special Assessment Policy discussion

Public Works Director Thompson provided background information on the city's Public Improvement Special Assessment Policy, provided various alternative funding option scenarios, pros and cons to each scenario and financial implications.

Council asked questions, provided feedback, and directed staff to further look into option two to make targeted changes or updates to the current assessment policy.

Select Housing and Redevelopment Authority interview candidates

Council reviewed applications and selected interview candidates for the Ward 2 Housing and Redevelopment Authority to be interviewed on May 13.

Set future study sessions

The following study sessions were scheduled:

- Metropolitan Council Regional Housing Nexus Study update on May 27 at 5 p.m.
- Strategic priorities discussion on May 27 at 6 p.m.

- Budget Meeting # 1 - Levy impacted funds & related CIP (General & Special Revenue) on August 26 at 5 p.m.
- Budget Meeting # 2 - Levy impacted funds & internal service funds allocation impact (General & Special Revenue, ISF) on September 9 at 5 p.m.
- Budget Meeting # 3 - Enterprise funds budget with utility study and related CIP on October 28 at 5 p.m.
- Budget Meeting # 4 on November 25 at 5 p.m. (if needed)

Adjournment

Mayor Wosje adjourned the meeting at 6:27 p.m.

Jodi M. Gallup, City Clerk/Administrative Coordinator

Proposed Minutes Regular City Council Meeting April 22, 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 April 22, 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 Manager Tomlinson, Finance Director Rich, Human Resources Director Timpone, Planning Manager Sommers, Senior Planner Berglund, City Engineer/Deputy Public Works Director Payne, Assistant City Engineer Shamla, Engineering Project Manager Miller, City Attorney Mattick, Management Intern Nissen, and City Clerk/Administrative Coordinator Gallup.

Plymouth Forum

Mary Stadick, 1304 W. Medicine Lake Drive, #322, expressed her concern regarding affordable housing and urged the City Council to expand affordable housing programs.

Matt Olp, 110 Pineview Lane N., expressed support for the Yes to Homes program.

Joni Sutton, 4037 Zanzibar Lane N., invited the public to a fundraiser on Thursday from 4:00 to 7:00 p.m. at Luce Line Brewery to help with Music in Plymouth in July.

Presentations and Public Information Announcements

There were no presentations or public information announcements.

Approval of Agenda

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

Consent Agenda

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

- (6.1) Council minutes from special and regular meeting of April 8, 2025.
- (6.2) Resolution approving disbursements ending April 11, 2025 (Res2025-112).
- (6.3) Resolution approving final closeout for the 2023 Vicksburg Lane landscaping improvements (ST230006) (Res2025-113).
- (6.4) Resolution approving final closeout for the 2023 Gleason Lake Drive Improvements Project (ST239001) (Res2025-114).
- (6.5) Resolution approving final closeout for the County Road 47 Reconstruction Project – Phase 1 (ST220001) (Res2025-115).
- (6.6) Resolution approving the filling of wetlands and the wetland replacement plan application for the Chankahda Trail Reconstruction Project – phase 3 (ST240002) (Res2025-116).
- (6.7) Resolution accepting donation from the Plymouth Lions Club and Joanne Linder (Res2025-117).
- (6.8) Resolution approving the donation of a treadmill (Res2025-118).
- (6.9) Resolution approving contract with SpryPoint for the Enterprise Resource Planning system utility billing solution and implementation (Res2025-119).
- (6.10) Resolution approving cooperative agreement and sub grant agreement for the Plymouth Creek Stream Restoration – Dunkirk to PIC Project (WR250001) (Res2025-120).
- (6.11) Resolution approving tobacco license application of Freedom Team LLC d/b/a Wandering Spirits, 3435 Highway 169 North #B (Res2025-121).
- (6.12) Resolution approving hot mix asphalt prices for 2025 (Res2025-122).
- (6.13) Resolution approving an encroachment agreement for a retaining wall on Outlot A, Harrison Lake on Bass Creek (Res2025-123).
- (6.14) Resolution awarding contract and approving supplemental agreement for the Hamel Road Extension Project (ST170002) (Res2025-124).

With all members voting in favor, the motion carried.

Public Hearings

- (7.1) **Public hearing on off-sale intoxicating liquor license application of Freedom Team LLC d/b/a Wandering Spirits, 3435 Highway 169 North #B**

City Clerk/Administrative Coordinator Gallup presented this item and stated law enforcement conducted the background check, residents within 500 feet have been notified, and staff recommended holding the public hearing and approving the liquor license.

Mayor Wosje opened the public hearing.

Tammy Lundberg, 3435 Highway 169, expressed her excitement to be in the City of Plymouth.

Mayor Wosje closed the public hearing.

Motion was made by Councilmember Gregor, and seconded by Councilmember Aldrich, to adopt Resolution approving off-sale intoxicating liquor license application of Freedom Team LLC d/b/a Wandering Spirits, 3435 Highway 169 North #B (Res2025-125). With all members voting in favor, the motion carried.

(7.2) Public hearing on the on-sale intoxicating liquor license application with Sunday sales of Fuego Mexican Restaurant LLC, 10100 6th Avenue North #102

City Clerk/Administrative Coordinator Gallup presented this item and stated law enforcement conducted the background check, residents within 500 feet have been notified, and staff recommended holding the public hearing and approving the liquor license.

Mayor Wosje opened the public hearing.

Clint Carlson, 10000 Highway 55, expressed his excitement regarding the addition of a restaurant in this retail area.

Mayor Wosje closed the public hearing.

Motion was made by Councilmember Pointner, and seconded by Councilmember Spoonheim, to adopt Resolution approving on-sale intoxicating liquor license application with Sunday sales of Fuego Mexican Restaurant LLC d/b/a Fuego Mexican Restaurant, 10100 6th Avenue North #102 (Res2025-126). With all members voting in favor, the motion carried.

(7.3) Public hearing on vacation of drainage and utility easements on Lots 4 and 5, Block Two, Humphrey Estates and Lot 1, Block One, Sycamore Woods

City Engineer/Deputy Public Works Director Payne presented this item. He stated utility companies and residents have been notified and found no concerns. He added staff recommended approval of public hearing and resolution.

City Attorney Mattick stated the State legislature requires a 6/7 vote.

Mayor Wosje opened the public hearing.

Chuck Arnold, 470 Sycamore Circle, noted his presence and offered to answer any questions.

Mayor Wosje closed the public hearing.

Motion was made by Councilmember Gregor, and seconded by Councilmember Aldrich, to adopt Resolution approving the vacation of drainage and utility easements of Lots 4 and 5, Block Two, Humphrey Estates, and Lot 1, Block One, Sycamore Woods (Res2025-127). With all members voting in favor, the motion carried.

(7.4) Public improvement and assessment hearing and award contract for the 2025 Street Rehabilitation Project (ST259002)

City Engineer/Deputy Public Works Director Payne presented this item, provided locations, and showed existing street conditions. He noted the proposed improvements would include full-depth reclamation and mill and overlay. He also reviewed the cost estimates and provided information on the special assessment policy and the estimated cost to single-family homes. He also provided a project schedule and noted that the project will be conducted in phases to minimize disruption.

Mayor Wosje opened the public hearing.

Mayor Wosje closed the public hearing.

Motion was made by Councilmember Gregor, and seconded by Councilmember Pointner, to adopt Resolution ordering improvement for the 2025 Street Rehabilitation Project (ST259002) (Res2025-128), Resolution adopting assessments for 2025 Street Rehabilitation Project (ST259002) (Res2025-129), Resolution awarding contract and approving supplemental agreement for the 2025 Street Rehabilitation Project (ST259002) (Res2025-130). With all members voting in favor, the motion carried.

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)

Senior Planner Berglund presented this item, provided a brief review of current tobacco licenses, and a summary of previous dates and discussions regarding this topic.

Senior Planner Berglund stated City Council has until May 5, 2025, to decide on approval or denial and clarified the requirements needed when considering a text amendment change.

Senior Planner Berglund stated that the applicant requested the change, and the proposed text amendment request does not include the cannabis ordinance.

Hietham Zemam, 929 Portland Avenue, urged City Council to approve the text amendment change.

The City Council had a robust discussion on whether to approve or deny the requested text amendment and suggested further research into the limitation of tobacco licenses within the City.

Motion was made by Councilmember Peterson, and seconded by Councilmember Spoonheim, to adopt Resolution approving findings of fact for denial of 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) (Res2025-131). With Councilmembers Peterson, Nelson, Pointner, and Spoonheim voting in favor and Councilmembers Aldrich, Gregor, and Mayor Wosje voting against, the motion carried 4-3.

(8.2) Approve city issued proclamation policy

Management Intern Nissen presented this item and provided information on the current proclamation process. She briefly discussed the proposed proclamation policy, which includes differences between mayoral and City Council proclamations, prohibited proclamation items, and next steps.

In response to questions from the City Council, Management Intern Nissen and Deputy City Manager Solano provided the following information:

- Described examples of items that are outside the purview of city government
- If disagreement occurs bring it to City Council for further discussion
- Neighboring municipalities could provide support if needed
- Website provides information on procedures and timeline
- Applicant attendance for proclamation acceptance is not in the current policy draft

Motion was made by Councilmember Peterson, and seconded by Councilmember Nelson, to adopt Resolution approving city issued proclamation policy (Res2025-132). With Councilmembers Peterson, Aldrich, Nelson, Pointner, Spoonheim, and Gregor voting in favor and Mayor Wosje voting against, the motion carried 6-1.

Reports and Staff Recommendations

City Manager Callister noted he and Mayor Wosje will be testifying in front of the House Capitol Investment Committee for the City Center bonding bill tomorrow morning and will provide an update.

Adjournment

Mayor Wosje adjourned the regular meeting at 8:05 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 5/2/2025.

3. Budget Impact:

Not applicable.

4. Attachments:

1. Invoice Expense Distribution
2. City Council Resolution 2025-133

Invoice Expense Distribution for Period Ended 5/2/25 Council Meeting 5/13/25

FUND	100	General Fund	875,335.29
	200	Recreation Fund	84,056.45
	210	Parker's Lake Cemetery Maint	0.00
	215	Destination Marketing Org Fund	13,529.09
	220	Transit System Fund	476,978.78
	234	Economic Development Fund	0.00
	240	Lawful Gambling	7,500.00
	250	Comm Dev Block Grant Fund	80,527.52
	254	HRA Section 8 Fund	0.00
	254	HAP Check Summary	349,555.72
	258	HRA General Fund	4,014.22
	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	218,179.45
	401	Minnesota State Aid Fund	0.00
	404	Community Improvement	0.00
	405	Park Replacement Fund	3,676.84
	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	834,652.76
	417	Project Warranty Repairs	0.00
	418	Utility Trunk System Expansion	146,073.00
	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	300.00
	500	Water Fund	152,176.56
	510	Water Resources Fund	31,665.03
	520	Sewer Fund	828,633.98
	530	Solid Waste Management Fund	232,535.31
	540	Ice Center Fund	86,966.95
	550	Field House Fund	1,162.85
	600	Central Equipment Fund	158,287.22
	610	Public Facilities Fund	92,432.74
	620	Information Technology Fund	239,344.34
	630	Risk Management Fund	14,923.18
	640	Employee Benefits Fund	130,577.77
	660	Resource Planning	34.40
	700	Parkers's Lake Cemetery	0.00
	800	Investment Trust Fund	3,350.75
	850	Plymouth Town Square	0.00
	851	Vicksburg Crossing	0.00

Total Invoice Expense Distribution:

5,066,470.20

CITY OF PLYMOUTH

RESOLUTION No. 2025-133

RESOLUTION APPROVING DISBURSEMENTS ENDING MAY 2, 2025

WHEREAS, a list of disbursements for the period ending May 2, 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	\$ 1,537,927.13
Construction & Debt Service	\$ 1,202,882.05
Enterprise & Internal Service	\$ 1,972,091.08
Housing Redevelopment	<u>\$ 4,014.22</u>
Check Register Total	\$ 4,716,914.48

US Bank – Housing Assistance Payments

Housing & Redevelopment Authority	<u>\$ 349,555.72</u>
	\$ 349,555.72

GRAND TOTAL FOR ALL FUNDS \$5,066,470.20

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

EFT	393,062.73
Check (#174571-175067)	4,323,851.75
Total	\$ 4,716,914.48

APPROVED by the City Council on this 13th day of May, 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 Cooperative Agreement and Limited Use Permit for the Station 73 TRIP Project (ST230003)**

1. Action Requested:

Adopt attached resolution approving cooperative agreement and limited use permit for the Station 73 TRIP Project (ST230003).

2. Background:

The attached cooperative agreement and limited use permit outlines the responsibilities of the four agencies involved in the project (MnDOT, Hennepin County, Three Rivers Park District, and Plymouth) for work occurring within the State Highway 55 right-of-way. This includes project management, financial contributions, asset ownership, and maintenance and financial responsibilities. The limited use permit with MnDOT outlines the city's maintenance and ownership responsibilities for the transit plazas and trails within MnDOT right-of-way.

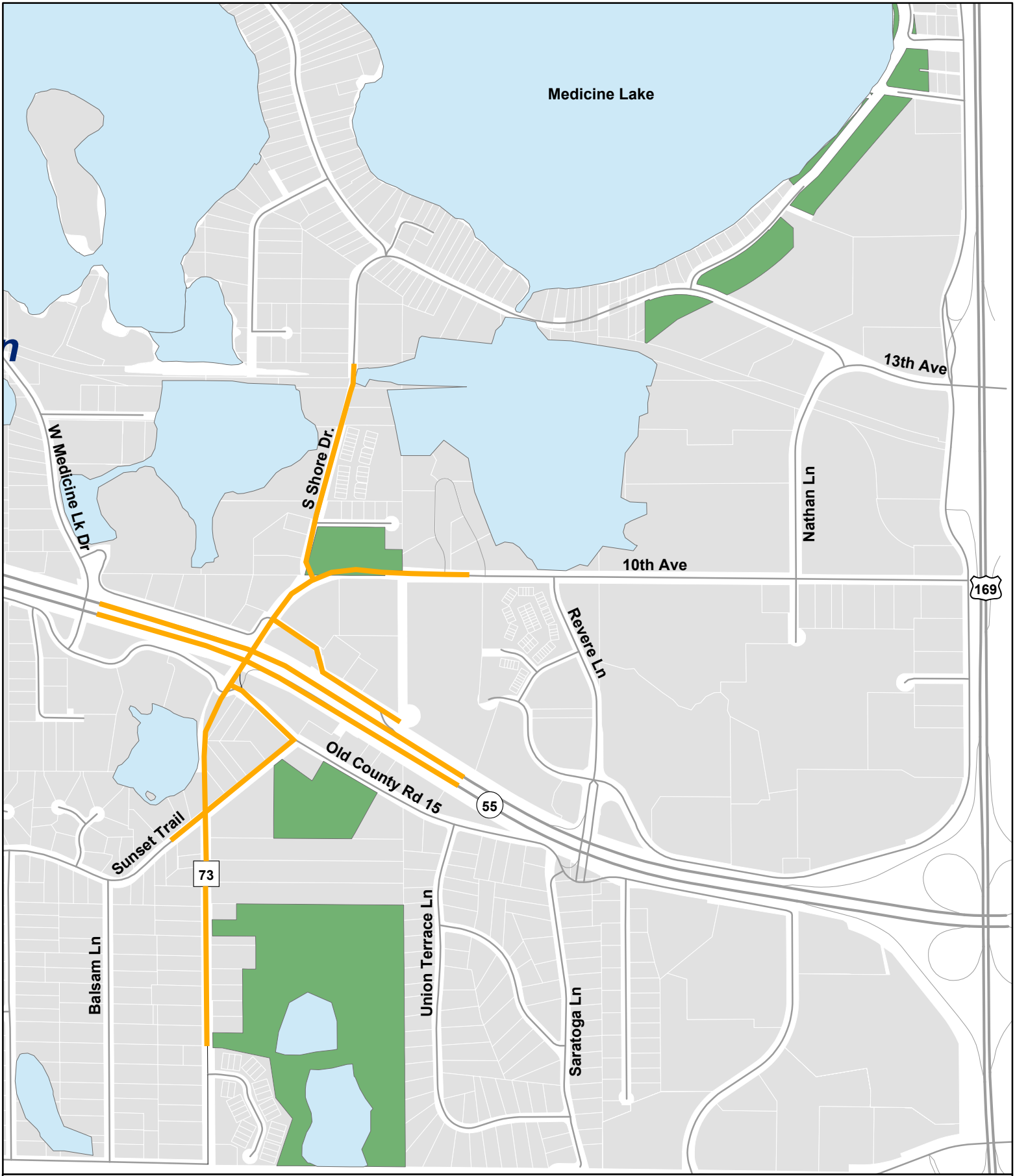
A separate cooperative agreement between the city, Hennepin County, and Three Rivers Park District outlining the responsibilities of each agency for work occurring outside the State Highway 55 right-of-way will be brought before council at a future date. The city received bids on May 9 and will return to the council requesting to award a construction contract at its May 27 meeting. And, if awarded, the project will start in June and extend through 2026, with minor restoration work in 2027.

3. Budget Impact:

Plymouth is rebuilding a portion of Highway 55 and MnDOT will contribute \$1.1 million towards that effort, which is recognized in the cooperative agreement. The full project budget and funding summary will be brought to council for consideration in tandem with the consideration of award of bid at the May 27 meeting.

4. Attachments:

1. Location Map
2. Cooperative Agreement # 1058416
3. Limited Use Permit 2723-0279
4. City Council Resolution 2025-134



0 1,150 Feet

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

Project Location Map



MnDOT Contract No.: 1058416
County Contract No.: PW-02-40-25
City Contract No.: ST230003

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
AND
CITY OF PLYMOUTH
AND
HENNEPIN COUNTY
AND
THREE RIVERS PARK DISTRICT
COOPERATIVE CONSTRUCTION
AGREEMENT

Commented [DM1]: Please note this Agreement is considered a 95% DRAFT. Comments are still being addressed from MnDOT and the LGA's. Proofing is not completed as of 5/1/25.

State Project Number (SP):	<u>2723-149</u>	Original Amounts Encumbered
Trunk Highway Number (TH):	<u>55=188</u>	State Funds
State Project Number (SP):	<u>155-020-023</u>	<u>\$1,028,043.17</u>
State Project Number (SP):	<u>155-010-007</u>	
State Project Number (SP):	<u>155-090-003</u>	
State Project Number (SP):	<u>027-673-010</u>	
State Project Number (SP):	<u>155-169-002</u>	
State Project Number (SP):	<u>155-080-002</u>	
Federal Project Number (FP):	<u>RAISE STBG 2725 (021)</u>	
Plymouth Project Number:	<u>ST230003</u>	
Hennepin County Project Number:	<u>2850700</u>	
Lighting System Feed Points:	<u>C AND D</u>	
Signal System ID:	<u>22371009</u>	
Box Culvert (Bridge) No:	<u>27X19, 27X20</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), the City of Plymouth, acting through its City Council ("City"), Hennepin County, acting through its Board of Commissioners ("County"), and Three Rivers Park District, acting through its Board of Commissioners ("TRPD").

Recitals

1. The City will perform reconstruct, grading, bituminous surfacing, ADA improvements, signal, lighting, roundabouts, retaining walls, TMS, and pedestrian underpasses (Bridge No. 27X19 and No. 27X20) and other associated construction upon, along, and adjacent to County State Aid Highway (CSAH) No. 73/South Shore Drive from 1st Avenue North to 1,100 feet east of south Shore Drive, and on Trunk Highway No. 55 from 1,000 feet west of County State Aid Highway No. 73 to 2,000 feet east of County State Aid Highway No. 73 according to City-prepared plans, specifications, and special provisions designated by the City as Local Project No. ST230003 and by the State as State Project No. 155-010-007 and No. 2723-149 (TH 55=188) (Project); and
2. The City requests the State participate in the costs of the roadway, storm sewer, and Bridge No. 27X19 construction and the State is willing to participate in the costs of said construction as set forth in this Agreement; and

-1-

Payable DCP and State Encumbering and Paying TH Portion

MnDOT Contract No.: 1058416
County Contract No.: PW-02-40-25
City Contract No.: ST230003

3. MnDOT Contract No. 1052068 which has been executed between the City and the State, appointing the State as the City's agent to receive and disburse transportation related federal funds and sets forth duties and responsibilities for letting, payment, and other procedures for a federally funded contract let by the City; and
4. The Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Federal-Aid funds available to the State for the construction contract are capped upon the award of the construction contract and will be paid to the City through the State Aid Finance Office under the Delegated Contract Process on a reimbursable basis after expenses have been incurred; and
5. The State (RAISE Federal-Aid Match) funds will be paid to the City, up to a capped amount, as set forth in this Agreement; and
6. The Catalog of Federal Domestic Assistance number or CFDA number is 20.205; and
7. The City will construct a transit plaza on State Trunk Highway Right-of-Way. The City will own and have maintenance responsibilities for all transit plaza related items and aesthetics as shown in Limited Use Permit ("LUP") No. 2723-0279 and as described in this Agreement; and
8. The City will construct the Luce Line Regional Trail also known as the Eagle Lake Regional Trail ("Regional Trail") on State Trunk Highway Right-of-Way. The Luce Line Regional Trail also known as the Eagle Lake Regional Trail is shown and named in the Project Plans as the Luce Line Regional Trail. The Regional Trail will be shown in Limited Use Permit ("LUP") No. 2723-0279 and ownership, maintenance, repair, and reconstruction will be as described in this Agreement; and
9. The City will construct a City Trail ("Trail") on State Trunk Highway Right-of-Way. The Trail and other non-motorized pedestrian facilities will be shown in Limited Use Permit ("LUP") No. 2723-0279 and ownership, maintenance, repair, and reconstruction will be as described in this Agreement; and
10. The City will construct Box Culvert (Bridge) No. 27X19 and No. 27X20 to accommodate the Luce Line Regional Trail also known as the Eagle Lake Regional Trail; and
11. The TRPD will own and maintain Box Culvert (Bridge) No. 27X19 and No. 27X20. Maintenance, repair, and reconstruction of said box culverts will be as described in this Agreement; and
12. The County will participate in the costs of the signal system construction as set forth in this Agreement; and
13. The City and County will be responsible for storm sewer and Best Management Practices ("BMP") systems as described in this Agreement; and
14. The State will receive a credit for the City's portion of the State Furnished Materials ("SFM") for the signal system to be installed at Trunk Highway No. 55 and County State Aid Highway No. 73 as described in the Agreement; and
15. The County will pay the State for State Furnished Materials for the signal system to be installed at Trunk Highway No. 55 and County State Aid Highway No. 73 as described in the Agreement; and
16. 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

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Payable DCP and State Encumbering and Paying TH Portion

MnDOT Contract No.: 1058416
County Contract No.: PW-02-40-25
City Contract No.: ST230003

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: 2.4. State Ownership of Improvements; 5. State Trunk Highway Right-of-Way Access; Environmental; 6. Maintenance by the City; 7. Maintenance by the County; 8. Maintenance by the TRPD; 15. Liability; Worker Compensation Claims; Insurance; 18. State Audits; 19. Government Data Practices; 21. Governing Law; Jurisdiction; Venue; and 23. Force Majeure. The terms and conditions set forth in Article 9. signal system and EVP 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.** State-approved City plans, specifications, and special provisions designated by the City as Plymouth Project No. ST230003 and by the State as State Project No. 155-010-007 and No. 2723-149 (TH 55=188) are on file in the office of the City's Engineer and incorporated into this Agreement by reference (Project Plans).
- 1.5. Duties of the City.** The City will perform all of its duties and obligations in MnDOT Contract No. 1052068, which is incorporated herein by reference, in the solicitation, letting, award, and administration of the construction of the Project.
- 1.6. Exhibits.** The Preliminary Schedule "I" is attached and incorporated into this Agreement. Exhibit "A" - Drainage Maintenance, Exhibit - "B" Retaining Wall and Pipe Railing Ownership and Maintenance, and Exhibit "C" - Transit Plaza Ownership and Maintenance are attached and incorporated into this Agreement. LUP 2723-0279 (and its Exhibit "A"), between the State and the City and LUP 2723-0280 (and its Exhibit "A"), between the State and the TRPD, are attached and incorporated into this Agreement by reference.

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2. State Trunk Highway Right-of-Way Use

- 2.1. Limited Right to Occupy.** The State grants to the City (and its contractors and consultants) the right to occupy State Trunk Highway Right-of-Way as necessary to perform the work described in the Project Plans. This right is limited to the purpose of constructing the Project, and administering such construction, and may be revoked by the State at any time, with or without cause. Cause for revoking this right of occupancy includes, but is not limited to, breaching the terms of this or any other agreement (relevant to this Project) with the State, failing to provide adequate traffic control or other safety measures, failing to perform the construction properly and in a timely manner, and failing to observe applicable environmental laws or terms of applicable permits. The State will have no liability to the City (or its contractors or consultants) for revoking this right of occupancy.
- 2.2. State Access; Suspension of Work; Remedial Measures.** The State's District Engineer or assigned representative retains the right to enter and inspect the State Trunk Highway Right-of-Way (including the construction being performed on such right-of-way) at any time and without notice to the City or its contractor. If the State determines (in its sole discretion) that the construction is not being performed in a proper or timely manner, or that environmental laws (or the terms of permits) are not being complied with, or that traffic control or other necessary safety measures are not being properly implemented, then the State may notify and require the City (and its contractors and consultants) to suspend their operations

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until the City (and its contractors and consultants) take all necessary actions to rectify the situation to the satisfaction of the State. The State will have no liability to the City (or its contractors or consultants) for exercising or failing to exercise its rights under this provision.

2.3. Traffic Control; Worker Safety. While the City (and its contractors and consultants) are occupying the State's Trunk Highway 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, contractor, and consultant personnel occupying the State's Trunk Highway Right-of-Way must be provided with required reflective clothing and hats.

2.4. State Ownership of Improvements. The State will retain ownership of its State Trunk Highway Right-of-Way, including any improvements made to such right-of-way under this Agreement, unless otherwise noted. The warranties and guarantees made by the City's contractor with respect to such improvements (if any) will flow to the State. The City will assist the State, as necessary, to enforce such warranties and guarantees, and to obtain recovery from the City's consultants, and contractor (including its sureties) for non-performance of contract work, for design errors and omissions, and for defects in materials and workmanship. Upon request of the State, the City will undertake such actions as are reasonably necessary to transfer or assign contract rights to the State and to permit subrogation by the State with respect to claims against the City's consultants and contractors.

2.5. Utility Relocation. The State authorizes the City to issue Notices and Orders for utility relocation in accordance with Minnesota Statutes §161.45 and Minnesota Rules Part 8810.3100 through 8810.3600.

3. Contract Award and Construction

3.1. Bids and Award. The City will receive bids and award a construction contract to the lowest responsible bidder (or best value proposer), subject to concurrence by the State in that award, according to the Project Plans. The contract construction will be performed according to the Project Plans.

3.2. Bid Documents Furnished by the City. The City will, within seven days of opening bids for the construction contract, submit to the State-Aid Agreement Engineer a copy of the low bid and an abstract of all bids together with the City's request for concurrence by the State in the award of the construction contract. The City will not award the construction contract until the State advises the City in writing of its concurrence.

3.3. Rejection of Bids. The City may reject, and the State may require the City to reject any or all bids for the construction contract. The party rejecting or requiring the rejection of bids must provide the other party written notice of that rejection or requirement for rejection no later than 30 days after opening bids. Upon the rejection of all bids, a party may request, in writing, that the bidding process be repeated. Upon the other party's written approval of such request, the City will repeat the bidding process in a reasonable period, without cost or expense to the State.

3.4. Contract Terms. The City's contract with its construction contractor(s) must include the following terms:

- A. A clause making the State of Minnesota, acting through its Commissioner of Transportation, an intended third-party beneficiary of the contract with respect to the portion of work performed on the State's Trunk Highway Right-of-Way; and
- B. A clause requiring the State to be named as an additional insured on any insurance coverage which the contractor is required to provide; and

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- C. A clause stating that any warranties provided by the contractor, for the work performed on the trunk highway, will flow to, and be enforceable by, the State as the owner of such improvements.

3.5. Direction, Supervision, and Inspection of Construction.

- A. The contract construction will be under the direction of the City and under the direct supervision of a registered professional engineer. The supervision provided by the City may only be assigned, sublet, or transferred after the City is notified in writing by the State that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the City from its primary responsibility for satisfactory performance of the contract construction. The City will provide a City-employed registered professional engineer to oversee the contract construction, if the same consultant that designed the Project employs the engineer supervising the contract construction directly.
- B. The State will be the primary overseer of the contract construction, and a State District Engineer authorized representative will perform regular periodic inspections during construction. The City will give the State Aid Engineer in Roseville 5 days' notice of its intention to start the contract construction.
- C. The City will notify the Independent Assurance Inspector when the contract construction is in progress that requires observation by the Independent Assurance Inspector as required by the Independent Assurance Schedule. Responsibility for the control of materials for the contract construction will be on the City and its contractor and will be carried out according to Specifications No. 1601 through and including No. 1609 in the State's current *Standard Specifications for Construction*.

3.6. Contaminated Soils and Groundwater within the State's Cost Participation Limits.

- A. **24 Hour Notification.** The City will notify the State District Engineer's authorized representative a minimum of 24 hours prior to the contractor beginning the excavation and removal of any contaminated soils that have been identified within the Project limits.
- B. **Immediate Notification.** The City will notify the State District Engineer's authorized representative immediately upon the contractor encountering contaminated soils and/or groundwater in areas that are within the Project limits. The City will confer with the State as to the handling, disposal, and any other issues related to contaminated materials found on State Trunk Highway Right-of-Way or import of materials onto State Trunk Highway Right-of-Way.
- C. **Environmental Consultant.** The City will provide for an Environmental Consultant to be on site to observe and document the excavation, handling and disposal of contaminated soils that have been identified within the Project limits. If the contractor encounters contaminated materials in areas not previously identified and upon notification by the City to the State, the City hired Environmental Consultant will be provided to collect and analyze soil and/or groundwater samples to determine contaminant levels, work with the landfill for disposal of the soil waste and provide oversight of any soil and groundwater handling and disposal. The City will not allow the contractor to excavate any contaminated soil unless the Environmental Consultant is present.

- 3.7. **Completion of Construction.** The City will cause the contract construction to be started and completed according to the time schedule in the construction contract special provisions. The completion date for the contract construction may be extended, by an exchange of letters between the appropriate City official and the State District Engineer's authorized representative, for unavoidable delays encountered in the performance of the contract construction.

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3.8. Plan Changes. All changes in the Project Plans and all addenda, change orders, supplemental agreements, and work orders entered into by the City and its contractor for contract construction must be approved in writing by the State District Engineer's authorized representative.

3.9. State Furnished Engineering Services. Upon written request from the City, the State may furnish specific engineering or technical services, pursuant to Minnesota Statutes § 161.39. Such services may be covered by other technical services agreements. The City will pay the State to reimburse the Trunk Highway Fund for the full cost and expense of furnishing such services upon the State's requests for reimbursement. The costs and expenses will include the current State labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Providing such services will not make the State a principal or co-principal with respect to liability regarding the contract construction.

3.10. Compliance with Laws, Ordinances, and Regulations.

- A. The City will comply and cause its contractor to comply with all Federal, State, and Local laws, and all applicable ordinances and regulations. With respect only to that portion of work performed on the State's Trunk Highway Right-of-Way, the City will not require the contractor to follow local ordinances or to obtain local permits.
- B. City treatment of all public, private, or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way will conform to 23 CFR 645 "Utilities" which is incorporated into this Agreement by reference.

3.11. Construction Documents Furnished by the City. The City will keep records and accounts that enable it to provide the State and the TRPD, when requested, with the following:

- A. Copies of the City contractor's invoice(s) covering all contract construction.
- B. Copies of the endorsed and canceled City warrant(s) or check(s) paying for final contract construction, or computer documentation of the warrant(s) issued, certified by an appropriate City official that final construction contract payment has been made.
- C. Copies of all construction contract change orders, supplemental agreements, and work orders.
- D. A certification form, provided by the State, signed by the City's Engineer in charge of the contract construction attesting to the following:
 - i. Satisfactory performance and completion of all contract construction according to the Project Plans.
 - ii. Acceptance and approval of all materials furnished for the contract construction relative to compliance of those materials to the State's current *Standard Specifications for Construction*.
 - iii. Full payment by the City to its contractor for all contract construction.
- E. Copies, certified by the City's Engineer, of material sampling reports and of material testing results for the materials furnished for the contract construction.
- F. A copy of the "As Built" plan sent to the State Aid Engineer.

4. State Trunk Highway Right-of-Way; Easements; Permits

4.1. The City will obtain all rights-of-way, easements, construction permits, and any other permits and sanctions that may be required in connection with the local and trunk highway portions of the contract construction. Before payment by the State, the City will furnish the State with certified copies of the

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documents for rights-of-way and easements, construction permits, and other permits and sanctions required for State participation construction covered under this Agreement.

- 4.2. The City will convey to the State by quit claim deed, all newly acquired rights needed for the continuing operation and maintenance of the Trunk Highway, if any, upon completion of the Project, at no cost or expense to the State.
- 4.3. The City will comply with Minnesota Statutes § 216D.04, subdivision 1(a), for identification, notification, design meetings, and depiction of utilities affected by the contract construction.
- 4.4. The City will submit to the State's Utility Engineer an original permit application for all utilities owned by the City to be constructed upon and within the State Trunk Highway Right-of-Way. Applications for permits will be made on State form "Application for Utility Permit on State Trunk Highway Right-of-Way" (Form 2525).
- 4.5. The City will submit to the Minnesota Pollution Control Agency the plans and specifications for the construction or reconstruction of its sanitary sewer facilities to be performed under the construction contract and obtain, under Minnesota Statutes § 115.07 or Minnesota Rules 7001.1030, subpart 2C, either a permit or written waiver from that agency for that construction or reconstruction. The City is advised that under Minnesota Rules 7001.1040, a written application for the permit or waiver must be submitted to the Minnesota Pollution Control Agency at least 180 days before the planned date of the sanitary sewer facility construction or reconstruction.
- 4.6. **LUPs.** The City will obtain, through the District's Right-of-Way Area Manager, LUP 2723-0279 to cover the City's liability responsibilities of the transit plaza, transit plaza aesthetic features, wayfinding and directional signs, and the Trail to be constructed upon the State's Trunk Highway Right-of-Way. The TRPD will obtain, through the District's Right-of-Way Area Manager, LUP 2723-0280 to cover the TRPD's liability responsibilities of the Regional Trail to be constructed upon the State's Trunk Highway Right-of-Way.

5. State Trunk Highway Right-of-Way Access; Environmental

- 5.1. The State authorizes the City and the TRPD, to enter upon State Trunk Highway Right-of-Way to perform the maintenance activities described in this Agreement. The City and the TRPD must notify and coordinate with the State's District Maintenance Engineer prior to accessing State Trunk Highway Right-of-Way. While the City and the TRPD is occupying the State's Trunk Highway 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 and TRPD personnel occupying the State's Trunk Highway Right-of-Way must be provided with required reflective clothing and hats.
- 5.2. The City and the TRPD 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 Trunk Highway Right-of-Way. In the event of spillage of regulated materials, the City and the TRPD 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 and the TRPD.

6. Maintenance by the City

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

- 6.1. **Storm Sewers.** Ownership and maintenance of storm sewer facilities construction including facilities located within State Trunk Highway Right-of-Way. Maintenance includes, but is not limited to, removal of

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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.

Exhibit "A" - Drainage Maintenance will further define storm sewer locations and maintenance responsibilities of the State, City, and County.

- 6.2. BMP Municipal Utilities.** Maintenance of municipal-owned utilities construction, without cost or expense to the State. The City and the County will maintain BMP systems located within the Project limits. Exhibit "A" - Drainage Maintenance will further define BMP locations and maintenance responsibilities of the City and the County.
- 6.3. Water Main and Sanitary Sewer Municipal Utilities.** Ownership and maintenance of any municipal-owned utilities construction, which includes water main (any irrigation) and sanitary sewer construction as part of this Project, without cost or expense to the State. In addition, the City will own and maintain the water fountain located in the transit plaza. LUP 2723-0279 will further define the location of the water fountain.
- 6.4. Sidewalks.** Maintenance of any sidewalk construction, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, cross-street pedestrian crosswalk markings, vegetation control of boulevards (if any), and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.
- 6.5. Trail.** The City will own and maintain the Trail. Maintenance includes, but is not limited to, snow and ice control/removal, sweeping and debris removal, patching, crack repair, pavement replacement, vegetation control, signing, pavement markings, and any other maintenance activities necessary to perpetuate the Trail in a safe and usable condition. LUP 2723-0279, between the State and the City, will further define locations and maintenance of Trail.
- 6.6. Retaining Walls and Pipe Railing.** Ownership and maintenance of Retaining Walls B, C, D, E, F, G, H, J, K, L, M, N, and P and pipe railing construction. Maintenance includes graffiti removal for any retaining wall that is on State Trunk Highway Right-of-Way or facing the State Trunk Highway and any other maintenance activities necessary to perpetuate the walls in a safe, usable, and aesthetically acceptable condition. In addition, the City will be responsible for any costs associated with inspection, minor or major maintenance, repair, or reconstruction of the said retaining walls with no cost or expense to the State. The State will periodically inspect the retaining walls on the State Trunk Highway Right-of-Way. If the said retaining walls or guard rails require any maintenance, repair, or reconstruction the State will notify the City. If any maintenance, repair, or reconstruction is not completed in a timely manner the State will provide maintenance, repair, or reconstruction and bill the City without cost or expense to the State. Exhibit "B" - Retaining Wall and Pipe Railing Ownership and Maintenance will further define the locations of the retaining walls.
- 6.7. Feed Point C and D Lighting Facilities.** Ownership and maintenance of Feed Point C and D lighting facilities construction including Box Culvert (Bridge) No. 27X19 and 27X20 lighting facilities on State Trunk Highway Right-of-Way. Maintenance of electrical lighting systems includes everything within the system, from the point of attachment to the power source or utility, to the last light on the feed point, including but not limited to re-lamping of lighting units or replacing of LED luminaires, repair or replacement of all damaged luminaire glassware, loose connections, luminaires when damaged or when ballasts fail, photoelectric control on luminaires, defective starter boards or drivers, damaged fuse holders, blown fuses, knocked down poles including wiring within the poles, damaged poles, pull boxes, underground wire, damaged foundations, equipment pad, installation of approved splices or replacement of wires, repair or extending

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of conduit, lighting cabinet maintenance including photoelectric cell, electrical distribution system, Gopher State One Call (GSOC) locates, and painting of poles and other equipment. The City will be responsible for the hook up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly electrical service expenses necessary to operate the lighting facility.

- A. Box Culvert (Bridge) No. 27X19 and No. 27X20 Lighting Facilities.** Ownership and maintenance responsibilities for lighting facilities within the box culverts. The City will own and maintain the lighting within the box culverts. If any maintenance, repair, or reconstruction of the box culverts lighting facilities is needed the City and the TRPD will be responsible with no cost or expense to the State. The City will participate at a rate of 25 Percent and the TRPD will participate at a rate of 75 Percent.
- 6.8. Ownership, Maintenance, and Operation by the City of the Transit Plaza.** The City will own and be responsible for any maintenance, repair, reconstruction, and associated costs with the transit plaza construction, hard surfaces (pavement, pavers, etc.), and aesthetic items located on State Trunk Highway Right-of-Way as part of this Project. transit plaza aesthetic items, including but not limited to, kiosks, bicycle racks, water fountains, waste receptables, bollards, shelters, LED strip lighting for shelters, wood benches, wayfinding and directional signs, park signs, sign poles, shrubs, trees, plants, mulch, and any other landscaping. The City will be responsible for any snow and ice control of the transit plaza and any other maintenance activity necessary to perpetuate the transit plaza in a safe and usable condition with no cost, expense, or liability to the State.
- Maintenance will be performed in such a manner as to ensure that all aspects of the transit plaza and its aesthetic features maintain full functionality, and that publicly visible items are maintained in an aesthetically pleasing manner. It is expected that the City's standard maintenance practices will achieve these objectives.
- In addition, the City will be responsible for the hook-up cost and application to secure an adequate power supply to the transit plaza and will pay all monthly electrical service expenses necessary for proper lighting and operation of the transit plaza. As owner of the facilities, the City will be responsible for all "Gopher State One Call" locates.
- LUP 2723-0279 will further define the transit plaza location locations and aesthetic items to be maintained by the City. Exhibit "C" – Transit Plaza Ownership and Maintenance will further define the transit plaza locations and aesthetic items to be maintained by the City.
- A. Transit Plaza Lighting.** Ownership and maintenance of transit plaza lighting is addressed in Article 5.8 Feed Point A-E Lighting Facilities.
- 6.9. 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.
- 6.10. Future Responsibilities.** Upon completion of the transit plaza, transit plaza landscaping, other landscaping (mulch and trees outside the transit plaza), and Trail construction, the City will accept full and total responsibility and all obligations and liabilities arising out of or by reason of the use, operation, maintenance, repair, and reconstruction of transit plaza, transit plaza landscaping, other landscaping (mulch and trees outside the transit plaza), Trail and all of the facilities constructed as part of this Agreement, without cost or expense to the State.

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7. Maintenance by the County

Upon completion of the Project, the County will provide the following without cost or expense to the State:

- 7.1. **Storm Sewers.** Routine maintenance of storm sewer facilities construction. 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. Exhibit "A" - Drainage Maintenance will further define storm sewer locations and maintenance responsibilities of the County.
- 7.2. **BMP Municipal Utilities.** Maintenance of municipal-owned utilities construction, without cost or expense to the State. The City and the County will maintain BMP systems located within the Project limits. Exhibit "A" - Drainage Maintenance will further define BMP locations and maintenance responsibilities of the City and the County.
- 7.3. **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.

8. Maintenance by the TRPD

Upon completion of the Project, the TRPD will provide the following without cost or expense to the State:

- 8.1. **Regional Trail.** The TRPD will own and maintain the Luce Line Regional Trail also known as the Eagle Lake Regional Trail. Maintenance includes, but is not limited to, snow and ice control/removal, sweeping and debris removal, patching, crack repair, pavement replacement, vegetation control, signing, pavement markings, and any other maintenance activities necessary to perpetuate the Regional Trail in a safe and usable condition. LUP 2723-0280, between the State and the TRPD, will further define locations and maintenance of Regional Trail.
- 8.1. **Regional Trail Through Box Culvert No. 27X19 and No. 27X20.** Regional Trail maintenance terms include the Regional Trail inside Box Culvert (Bridge) No. 27X19 and No. 27X20. If maintenance, repair, or reconstruction of the Regional Trail is needed the City and the TRPD will be responsible with no cost or expense to the State. The City will participate at a rate of 25 Percent and the TRPD will participate at a rate of 75 Percent. LUP 2723-0280, between the State and the TRPD, will further define locations and maintenance of Regional Trail.
- 8.2. **Box Culvert (Bridge) No. 27X19 and No. 27X20.** Ownership, maintenance, repair, and reconstruction of pedestrian Box Culvert (Bridge) No. 27X19 and No. 27X20. Upon completion of the construction contract, the TRPD will own and the City and TRPD will provide for any maintenance, any repair, and or reconstruction of the box culverts and all facilities a part thereof, without cost or expense to the State.

The City will perform periodic structural inspections of the pedestrian box culverts and inform the State and the TRPD of any needed maintenance or repair. If the State discovers that maintenance or repairs are needed, and not discovered by the City or the TRPD, the State will notify the City and TRPD of the deficiency and of the urgency for the repairs. The City and TRPD must act in accordance with State structural safety standards when repairs are needed. If the City and the TRPD fails to make the repairs or if emergency repairs are needed, the State reserves the right to make repairs and bill the City and the TRPD for the State's actual expenses incurred and the City and the TRPD will pay the bill within 30 days. The City will participate at a rate of 25 Percent and the TRPD will participate at a rate of 75 Percent in any

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maintenance, repair, or reconstruction of the said box culverts. LUP 2723-0280, between the State and the TRPD, will further define the location of the box culverts.

A. Box Culvert (Bridge) No. 27X19 and No. 27X20 Lighting Facilities. Ownership and maintenance responsibilities for lighting facilities within the box culverts. The City will own and maintain the lighting within the box culverts. If any maintenance, repair, or reconstruction of the box culverts lighting facilities is needed the City and the TRPD will be responsible with no cost or expense to the State. The City will participate at a rate of 25 Percent and the TRPD will participate at a rate of 75 Percent.

8.3. 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.

8.4. Future Responsibilities. Upon completion of the Regional Trail and Box Culvert No. 27X19 and 27X20 construction, the TRPD will accept full and total responsibility and all obligations and liabilities arising out of or by reason of the use, operation, maintenance, repair, and reconstruction of the Regional Trail and Box Culvert No. 27X19 and 27X20 and all of the facilities constructed as part of this Agreement, without cost or expense to the State.

9. Signal System and EVP System Operation and Maintenance

Operation and maintenance responsibilities will be as follows for the signal system and EVP System on TH 55 at CSAH 75.

9.1. 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 pads or poles and will pay all monthly electrical service expenses necessary to operate the signal system and EVP System.

B. Minor signal system Maintenance. The City will provide for the following, without cost or expense to the State.

- i. Maintain the signal pole mounted LED luminaires, including replacing the luminaires when necessary. The LED luminaire must be replaced when it fails or when light levels drop below recommended 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.

9.2. State Responsibilities.

A. Interconnect; Timing; Other Maintenance. The State will maintain the Interconnect and signing, and perform all other signal system, 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.

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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.

9.3. State Trunk Highway 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.

9.4. Related Agreements. This Agreement will supersede and terminate the operation and maintenance terms of Agreement No. 74161, dated January 31st, 1996, between the City, the County, and the City of Golden Valley for the intersection of TH 55 at CSAH 73.

10. State Cost and Payment by the State

10.1. State Cost. The State's cost for roadway, storm sewer, and Bridge No. 27X19 construction is defined in the construction plan and the attached Schedule "I" and is reflective of the Participation Distribution prepared by the Office of State Aid for Local Transportation. Upon review of the construction contract bid documents described in Article 3.2, the State will decide whether to concur in the City's award of the construction contract and, if so, 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.

A. RAISE Federal-Aid Funds and State Match to the RAISE Federal-Aid Funds. \$4,380,377.87 is the City's RAISE Federal-Aid funded portion and \$1,028,043.17 is the State Match to the RAISE Federal-Aid funds of the State construction cost share and will be paid to the City through the State Aid Finance Office under the Delegated Contract Process (State Aid Manual, Chapter 5.3). The RAISE Federal-Aid funds available for the State cost share will be capped upon award of the construction contract.

10.2. Limitations of State Payment; No State Payment to Contractor. The State's participation in the contract construction is limited to the amount shown in Article 9.1.A, and the State's participation will not change except by a mutually agreed written amendment to this Agreement. The State's payment obligation extends only to the City. The City's contractor is not intended to be and will not be deemed to be a third-party beneficiary of this Agreement. The City's contractor will have no right to receive payment from the State. The State will have no responsibility for claims asserted against the City by the City's contractor.

10.3. Final Payment by the State. Upon completion of all contract construction, the State will prepare a Final Schedule "I" in conjunction with the Delegated Contract Process. The Final Schedule "I" will be based on final quantities and include all State participation construction items cost share covered under this

Commented [DM4]: This language will change to accommodate new information as of 5/1/25. The big change here is the encumbered amount. The State will credit themselves for the State and City portion of SFM from the original 1.1 million so ESS can encumber the money to build the signals.

Commented [DM5R4]: Bridge 27X19 will come out of the Cost section and Schedule I

MnDOT Contract No.: 1058416
County Contract No.: PW-02-40-25
City Contract No.: ST230003

Agreement. If the final cost of the State participation construction exceeds the amount of funds advanced by the State, the State will pay the difference to the City without interest. If the final cost of the State participation construction is less than the amount of funds advanced by the State, the City will refund the difference to the State without interest.

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

11. City Cost for SFM.

The State will furnish an ATC Cabinet 350, Gridsmart Camera System and additional Camera, and a PTZ Camera, according to the Project Plans, to operate the signal system covered under this Agreement. The City's lump sum share for SFM is **\$23,985.61**. The City's cost share for SFM will be reduced from the State's cost share as shown in the Schedule "I".

12. County Cost for SFM and Payment by the County

12.1. County Cost for SFM. The State will furnish an ATC Cabinet 350, Gridsmart Camera System and additional Camera, and a PTZ Camera, according to the Project Plans, to operate the signal system covered under this Agreement. The County's lump sum share for SFM is **\$23,985.61**.

12.2. County Cost. **\$23,985.61** is the County's full and complete lump sum cost for SFM.

12.3. Conditions of Payment. The County will pay the State the full and complete lump sum amount after the following conditions have been met:

- A. Execution of this Agreement and transmittal to the County.
- B. The County's receipt of a written request from the State for the advancement of funds.

13. 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.

13.1. The State's Authorized Representative will be:

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

13.2. The City's Authorized Representative will be:

Name, Title: Michael Thompson, Public Works Director (or successor)
Address: 3400 Plymouth Boulevard, Plymouth, MN 55447
Telephone: (763) 509-5501
Email: mthompson@plymouthmn.gov

13.3. The County's Authorized Representative will be:

Name, Title: Carla Stueve, County Engineer (or successor)
Address: 1600 Prairie Drive, Medina, MN 55340
Telephone: (612) 596-0820
Email: carla.stueve@hennepin.us

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Payable DCP and State Encumbering and Paying TH Portion

MnDOT Contract No.: 1058416
County Contract No.: PW-02-40-25
City Contract No.: ST230003

13.4. The TRPD's Authorized Representative will be:

Name, Title: Boe Carlson, Superintendent (or successor)
Address: 3000 Xenium Lane North, Plymouth, MN 55441
Telephone: (763) 559-6761
Email: boe.carlson@threeriversparks.org

14. Assignment; Amendments; Waiver; Contract Complete

- 14.1. 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, the County, and the TRPD from contracting with a third-party to perform the City, the County, and the TRPD maintenance responsibilities covered under this Agreement.
- 14.2. 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.
- 14.3. 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.
- 14.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State, the City, the County, and the TRPD. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

15. Liability; Worker Compensation Claims; Insurance

- 15.1.** 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, the County, and the TRPD. Notwithstanding the foregoing, the City, the County, and the TRPD will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs (including reasonable attorney's fees), and expenses arising in connection with the Project covered by this Agreement, regardless of whether such claims are asserted by the City, the County, and the TRPD's contractor(s) or consultant(s) or by a third party because of an act or omission by the City, the County, and the TRPD or its contractor(s) or consultant(s).
- 15.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.
- 15.3.** The City, the County, and the TRPD may require its contractor to carry insurance to cover claims for damages asserted against the City, the County, and the TRPD's contractor.

16. Nondiscrimination

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

17. Title VI/Non-discrimination Assurances

The City, the County, and the TRPD agrees to comply with all applicable USDOT Standard Title VI/Non-Discrimination Assurances contained in USDOT Order No. 1050.2A, and in particular Appendices A and E, which

-14-

Payable DCP and State Encumbering and Paying TH Portion

MnDOT Contract No.: 1058416
County Contract No.: PW-02-40-25
City Contract No.: ST230003

can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in this Agreement, the City, the County, and the TRPD will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. The State may conduct a review of the City, the County, and the TRPD's compliance with this provision. The City, the County, and the TRPD must cooperate with the State throughout the review process by supplying all requested information and documentation to the State, making the City, the County, and the TRPD staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by the State.

18. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City, the County, and the TRPD'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.

19. Government Data Practices

The City, the County, and the TRPD 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, the County, and the TRPD 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, the County, and the TRPD or the State.

20. Telecommunications Certification

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

21. 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.

22. Termination; Suspension

22.1. By Mutual Agreement. This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

22.2. 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 payment of the services covered here. Termination must be by written or fax notice to the City, the County, and the TRPD. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City, the County, and the TRPD will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the

MnDOT Contract No.: 1058416
County Contract No.: PW-02-40-25
City Contract No.: ST230003

extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

22.3. Suspension. In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance, and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

23. 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.)

MnDOT Contract No.: 1058416
County Contract No.: PW-02-40-25
City Contract No.: ST230003

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.

Signed: _____

Date: _____

SWIFT Purchase Order: 3000811216

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: _____

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Payable DCP and State Encumbering and Paying TH Portion

MnDOT Contract No.: 1058416
County Contract No.: PW-02-40-25
City Contract No.: ST230003

HENNEPIN COUNTY

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.

Approved:

By: _____
(Chair of County Board) Date

And: _____
(County Administrator) Date

And: _____
(Assistant County Administrator, Public Works) Date

Approved as to form:

By: _____
(Assistant County Attorney) Date

Approved as to execution:

By: _____
(Assistant County Attorney) Date

Attest by: _____
(Deputy/Clerk of County Board) Date

Recommended for Approval:

By: _____
(Director, Transportation Project Delivery Department) Date

-2-

Payable DCP and State Encumbering and Paying TH Portion

THREE RIVERS PARK DISTRICT

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: Board Chair

Date: _____

By: _____

Title: Superintendent and Secretary to the Board

Date: _____

CITY OF PLYMOUTH
RESOLUTION No. 2025-XXX
RESOLUTION APPROVING COOPERATIVE AGREEMENT FOR THE
STATION 73 TRIP PROJECT (ST230003)

WHEREAS, the city received a federal RAISE grant in the amount of \$15 million; and
WHEREAS, the city has agreed to build and pave a portion of MnDOT's Highway 55 within the project limits; and
WHEREAS, this agreement reflects the financial contribution from MnDOT to the city; and
WHEREAS, Cooperative Agreement No. 1058416 is a four-party agreement between the City of Plymouth, MnDOT, Three Rivers Park District, and Hennepin County.
NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA:

1. The City of Plymouth enters into MnDOT Agreement No. 1058416 with the State of Minnesota, Department of Transportation to provide for payment by the state to the city of the state's share of the costs of the roadway construction and other associated construction to be performed upon, along and adjacent to Trunk Highway No. 55 from 1000 feet west of CSAH 73 to 2000 feet east of CSAH 73 within the corporate City limits under State Project No. 2723-149;
2. The City of Plymouth enters into MnDOT Agreement No. 1058416 which identifies the responsibilities of all agencies that are a party to said agreement.
3. The Public Works Director, or his designee, is authorized and directed to finalize the terms of the Agreement.
4. The Mayor and City Manager are authorized to execute the Agreement and any amendments to the Agreement.

APPROVED by the City Council this ____ day of _____, 2025.

Subscribed and sworn to me this ____ day of _____, 2025
Notary Public _____
My Commission Expires _____

(Signature)

(Type or Print Name)

(Title)

THREE RIVERS PARK DISTRICT

Commented [DM6]: Dana will update

RESOLUTION

Commented [DM7]: Hennepin County passed Resolution and will be included in the final Agreement for signatures

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

To provide for payment by the ___ to the ___ of the ___'s share of the costs of the ___ construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. ___ from ___ to ___ within the corporate City limits/limits of the City of ___ under State Project No. ___.

COUNTY

IT IS FURTHER RESOLVED that the _____
(Title)
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 ___/ Board of Commissioners of ___ County at an authorized meeting held on the _____ day of _____, 20___, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 20___

(Signature)

Notary Public _____

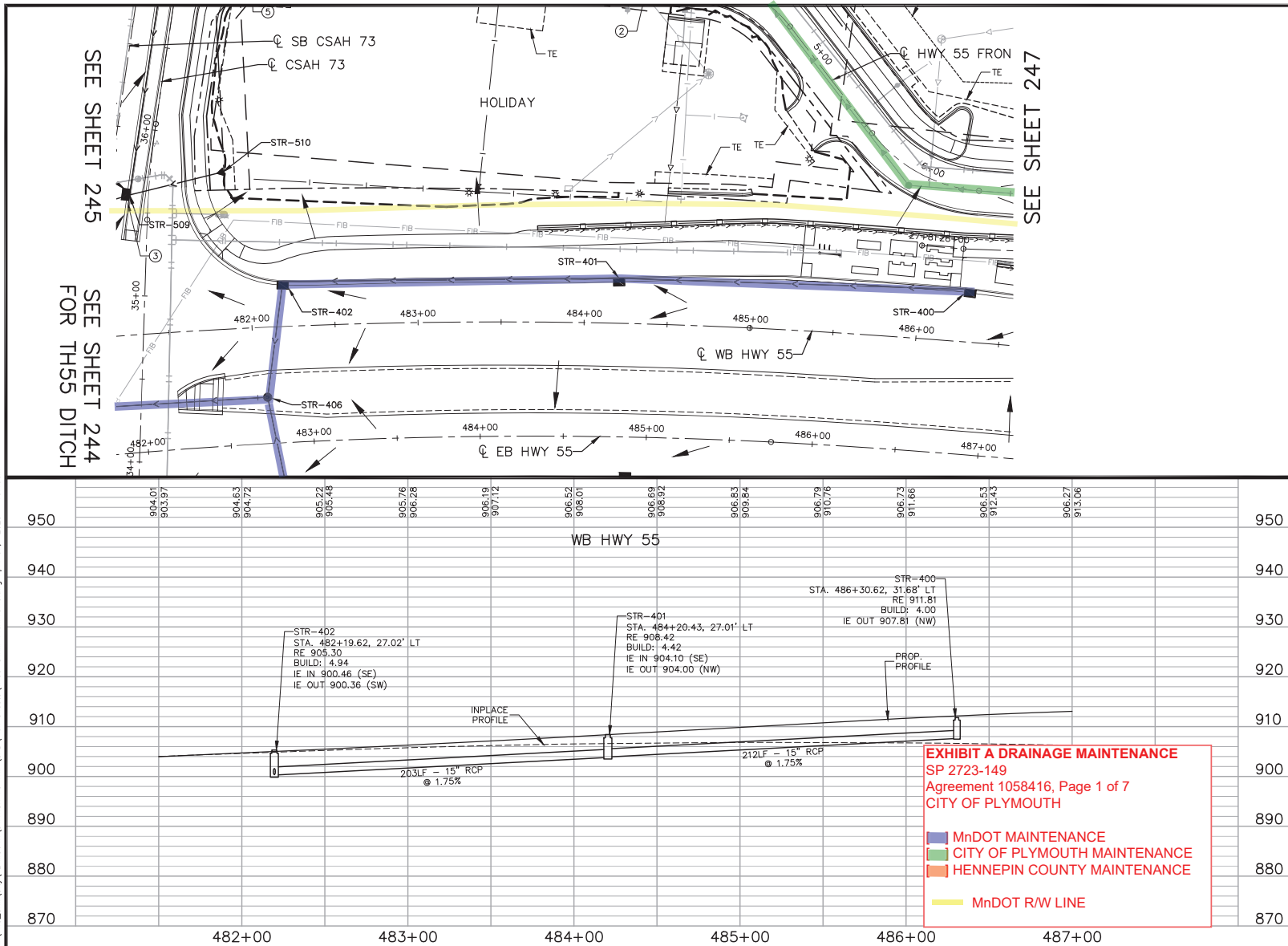
(Type or Print Name)

My Commission Expires _____

(Title)

95% DRAFT

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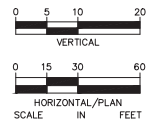
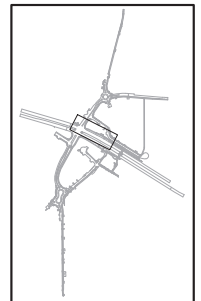


LEGEND

- STR -XXX STRUCTURE NUMBER
- PROPOSED STORM SEWER
- - - EXISTING STORM SEWER
- - - 4" PERF TP PIPE DRAIN
- - - CONSTRUCTION LIMITS
- - - WETLAND EDGE
- CATCH BASIN
- MANHOLE
- ▶ FLARED END SECTION
- ① CONNECT INTO EXISTING DRAINAGE STRUCTURE
- ② ADJUST FRAME AND RING CASTING
- ③ SUMP AND SAFI Baffle
- ④ OUTLET CONTROL STRUCTURE
- ⑤ CONNECT TO EXISTING STORM SEWER
- ⑥ CROSSING INSULATION SEE SHEET 40 FOR DETAIL
- DRAINAGE FLOW DIRECTION

GENERAL NOTES

- ALL PIPE MATERIAL RCP UNLESS OTHERWISE NOTED
- ALL PIPE CLASS V UNLESS OTHERWISE NOTED



No.	Date	Revisions	App.	DRAWING NAME
				TH55-STRM-PlanProfile.dwg
				DESIGNED BY: JCS
				DRAWN BY: JCS
				CHECKED BY: CBL
				DATE: 4/3/2025
				PROJECT NO. 160662010

Kimley»Horn

767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE: 651-645-4197
WWW.KIMLEY-HORN.COM

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.

Chad B. Larson
CHAD B. LARSON, PE
DATE: 4/3/2025, MN LIC. NO. 41864

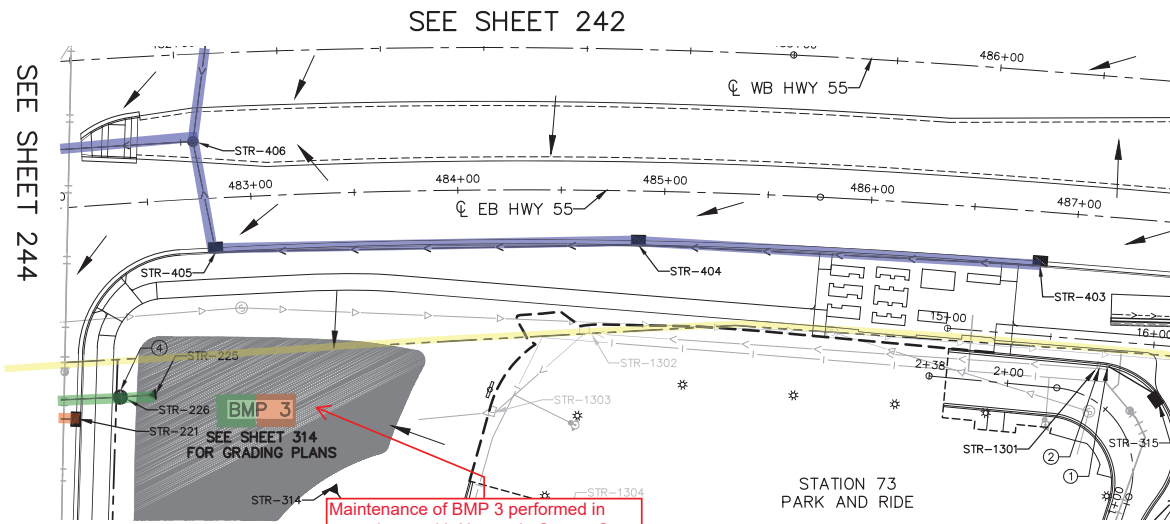


City of Plymouth
STATION 73 TRANSIT AND REGIONAL IMPROVEMENT PROGRAM
WB TH55
DRAINAGE PLAN AND PROFILE
STA. 481+50 TO STA. 487+00

CITY PROJECT ST230003
SP 2723-149 (TH 55),
SP 155-010-007, SP 155-080-002,
SP 155-090-003, SP 027-673-010,
SP 155-020-023, SP 155-169-002

SHEET NO.
242
651

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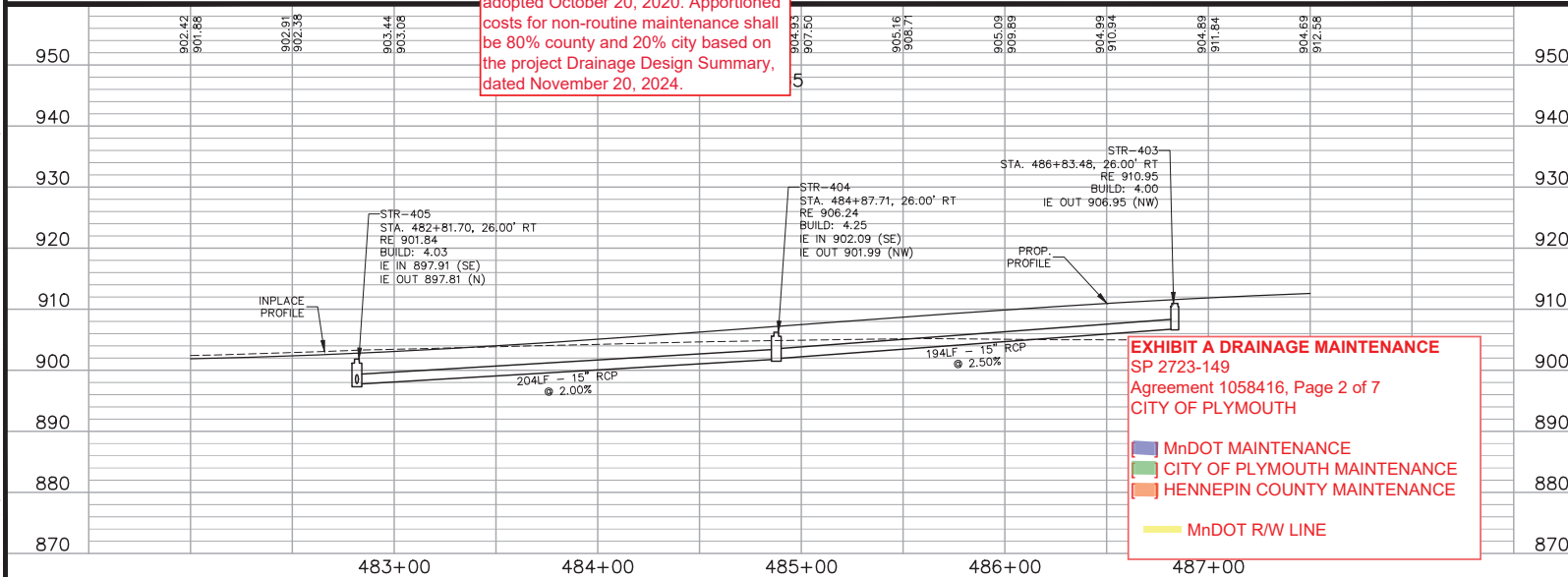
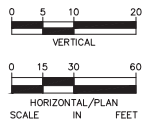
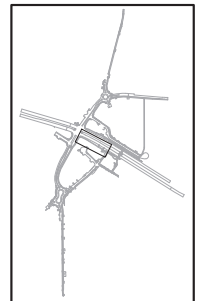


LEGEND

- STR -XXX STRUCTURE NUMBER
- PROPOSED STORM SEWER
- - - EXISTING STORM SEWER
- - - 4" PERF TP PIPE DRAIN
- CONSTRUCTION LIMITS
- WETLAND EDGE
- CATCH BASIN
- MANHOLE
- FLARED END SECTION
- ① CONNECT INTO EXISTING DRAINAGE STRUCTURE
- ② ADJUST FRAME AND RING CASTING
- ③ SUMP AND SAFI Baffle
- ④ OUTLET CONTROL STRUCTURE
- ⑤ CONNECT TO EXISTING STORM SEWER
- ⑥ CROSSING INSULATION SEE SHEET 40 FOR DETAIL
- DRAINAGE FLOW DIRECTION

GENERAL NOTES

1. ALL PIPE MATERIAL RCP UNLESS OTHERWISE NOTED
2. ALL PIPE CLASS V UNLESS OTHERWISE NOTED



No.	Date	Revisions	App.	DRAWING NAME
				TH55-STRM-PlanProfile.dwg
				DESIGNED BY: JCS
				DRAWN BY: JCS
				CHECKED BY: CBL
				DATE: 4/3/2025
				PROJECT NO. 160662010

Kimley Horn

767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE: 651-645-4197
WWW.KIMLEY-HORN.COM

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.

Chad B. Larson
CHAD B. LARSON, PE
DATE: 4/3/2025 MN LIC. NO. 41864



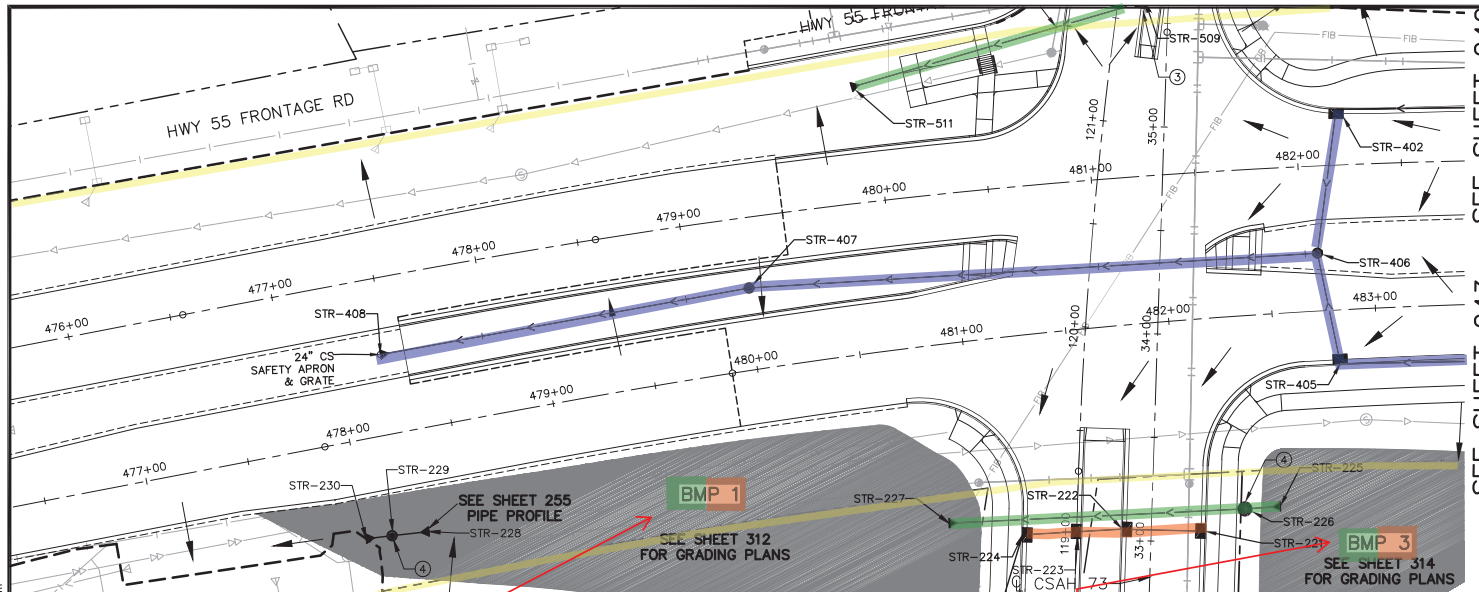
City of Plymouth
STATION 73 TRANSIT AND REGIONAL IMPROVEMENT PROGRAM

EB TH55
DRAINAGE PLAN AND PROFILE
STA. 482+00 TO STA. 487+50

CITY PROJECT ST230003
SP 2723-149 (TH 55),
SP 155-010-007, SP 155-080-002,
SP 155-090-003, SP 027-673-010,
SP 155-020-023, SP 155-169-002

SHEET NO.
243
651

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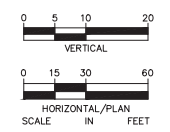
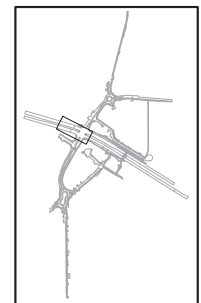
SEE SHEET 242
SEE SHEET 243

LEGEND

- STR -XXX STRUCTURE NUMBER
- PROPOSED STORM SEWER
- - - EXISTING STORM SEWER
- - - 4" PERF TP PIPE DRAIN
- - - CONSTRUCTION LIMITS
- - - WETLAND EDGE
- CATCH BASIN
- MANHOLE
- ▶ FLARED END SECTION
- ① CONNECT INTO EXISTING DRAINAGE STRUCTURE
- ② ADJUST FRAME AND RING CASTING
- ③ SUMP AND SAFI BAFFLE
- ④ OUTLET CONTROL STRUCTURE
- ⑤ CONNECT TO EXISTING STORM SEWER
- ⑥ CROSSING INSULATION SEE SHEET 40 FOR DETAIL
- DRAINAGE FLOW DIRECTION

GENERAL NOTES

1. ALL PIPE MATERIAL RCP UNLESS OTHERWISE NOTED
2. ALL PIPE CLASS V UNLESS OTHERWISE NOTED

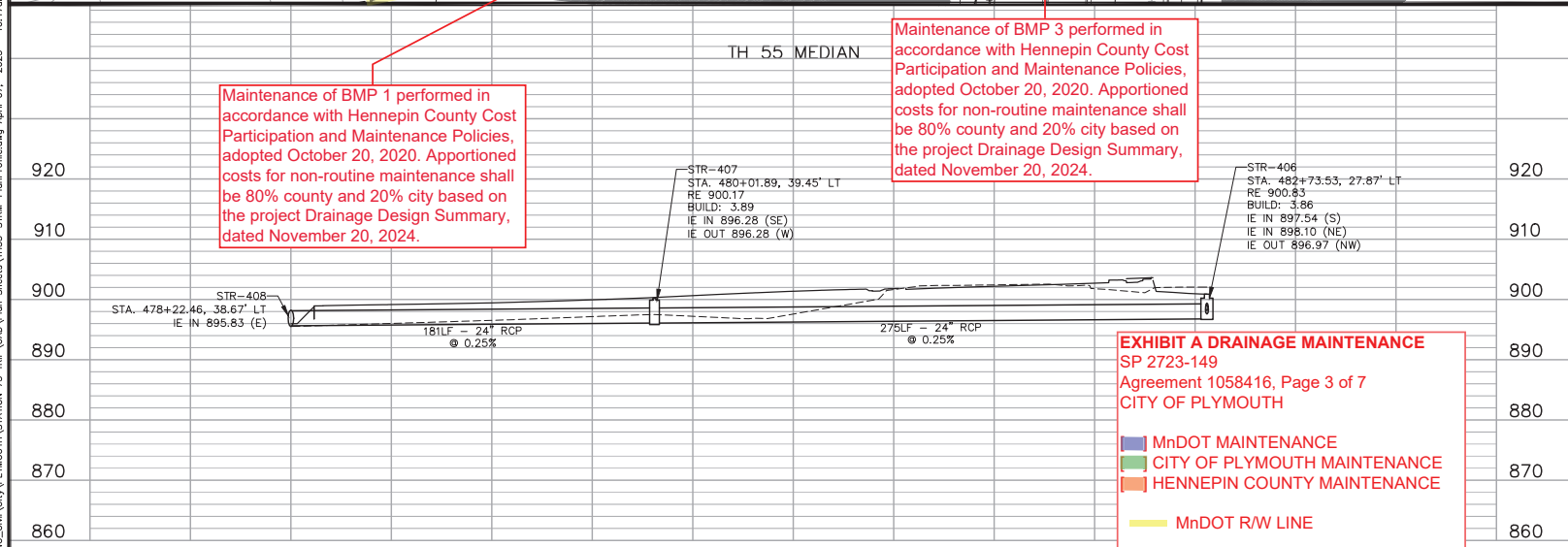


Maintenance of BMP 1 performed in accordance with Hennepin County Cost Participation and Maintenance Policies, adopted October 20, 2020. Apportioned costs for non-routine maintenance shall be 80% county and 20% city based on the project Drainage Design Summary, dated November 20, 2024.

Maintenance of BMP 3 performed in accordance with Hennepin County Cost Participation and Maintenance Policies, adopted October 20, 2020. Apportioned costs for non-routine maintenance shall be 80% county and 20% city based on the project Drainage Design Summary, dated November 20, 2024.

EXHIBIT A DRAINAGE MAINTENANCE
SP 2723-149
Agreement 1058416, Page 3 of 7
CITY OF PLYMOUTH

- MnDOT MAINTENANCE
- CITY OF PLYMOUTH MAINTENANCE
- HENNEPIN COUNTY MAINTENANCE
- MnDOT R/W LINE



No.	Date	Revisions	App.	DRAWING NAME
				TH55-STRM-PlanProfile.dwg
				DESIGNED BY: JCS
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Kimley»Horn
767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE: 651-645-4197
WWW.KIMLEY-HORN.COM

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.

Chad B. Larson
CHAD B. LARSON, PE
DATE: 4/3/2025, MIN. LIC. NO. 41864

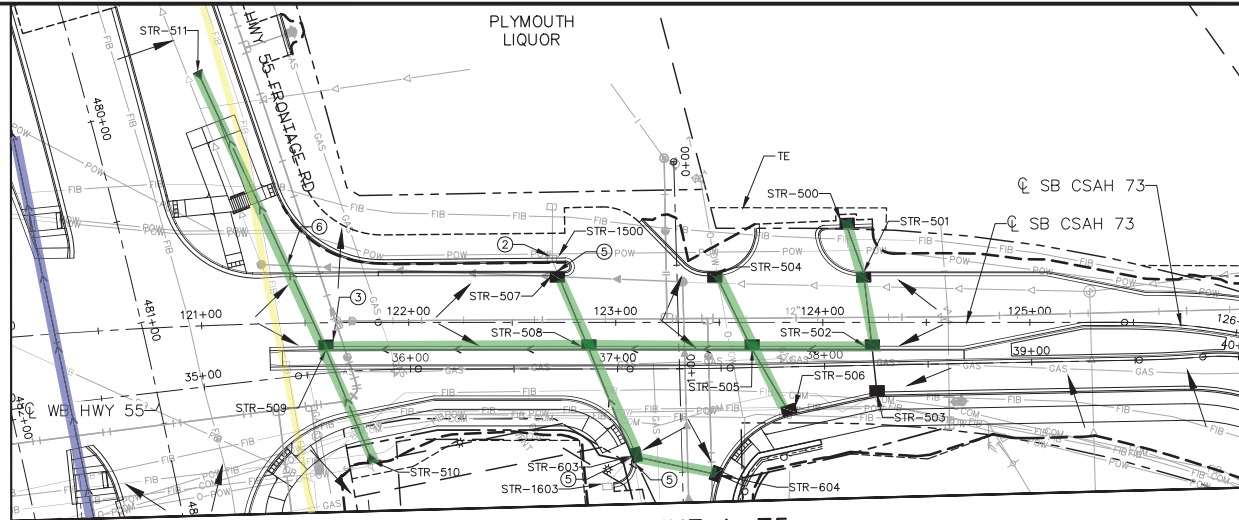


CITY OF PLYMOUTH
STATION 73 TRANSIT AND REGIONAL IMPROVEMENT PROGRAM
EB TH55
DRAINAGE PLAN AND PROFILE
STA. 6+00 TO STA. 9+00

CITY PROJECT ST230003
SP 2723-149 (TH 55),
SP 155-010-007, SP 155-080-002,
SP 155-090-003, SP 027-673-010,
SP 155-020-023, SP 155-169-002

SHEET NO.
244
651

SEE SHEET 244
FOR TH55 MEDIAN



MATCH LINE 1+75
SEE SHEET 246

LEGEND

- STR -XXX STRUCTURE NUMBER
- PROPOSED STORM SEWER
- - - EXISTING STORM SEWER
- - - - - 4" PERF TP PIPE DRAIN
- - - - - CONSTRUCTION LIMITS
- - - - - WETLAND EDGE
- CATCH BASIN
- MANHOLE
- ▶ FLARED END SECTION
- ① CONNECT INTO EXISTING DRAINAGE STRUCTURE
- ② ADJUST FRAME AND RING CASTING
- ③ SUMP AND SAFI Baffle
- ④ OUTLET CONTROL STRUCTURE
- ⑤ CONNECT TO EXISTING STORM SEWER
- ⑥ CROSSING INSULATION SEE SHEET 40 FOR DETAIL
- DRAINAGE FLOW DIRECTION

GENERAL NOTES

1. ALL PIPE MATERIAL RCP UNLESS OTHERWISE NOTED.
2. ALL PIPE CLASS V UNLESS OTHERWISE NOTED.

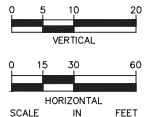
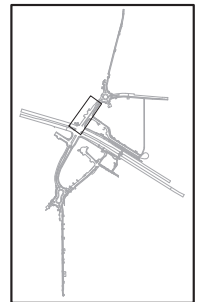
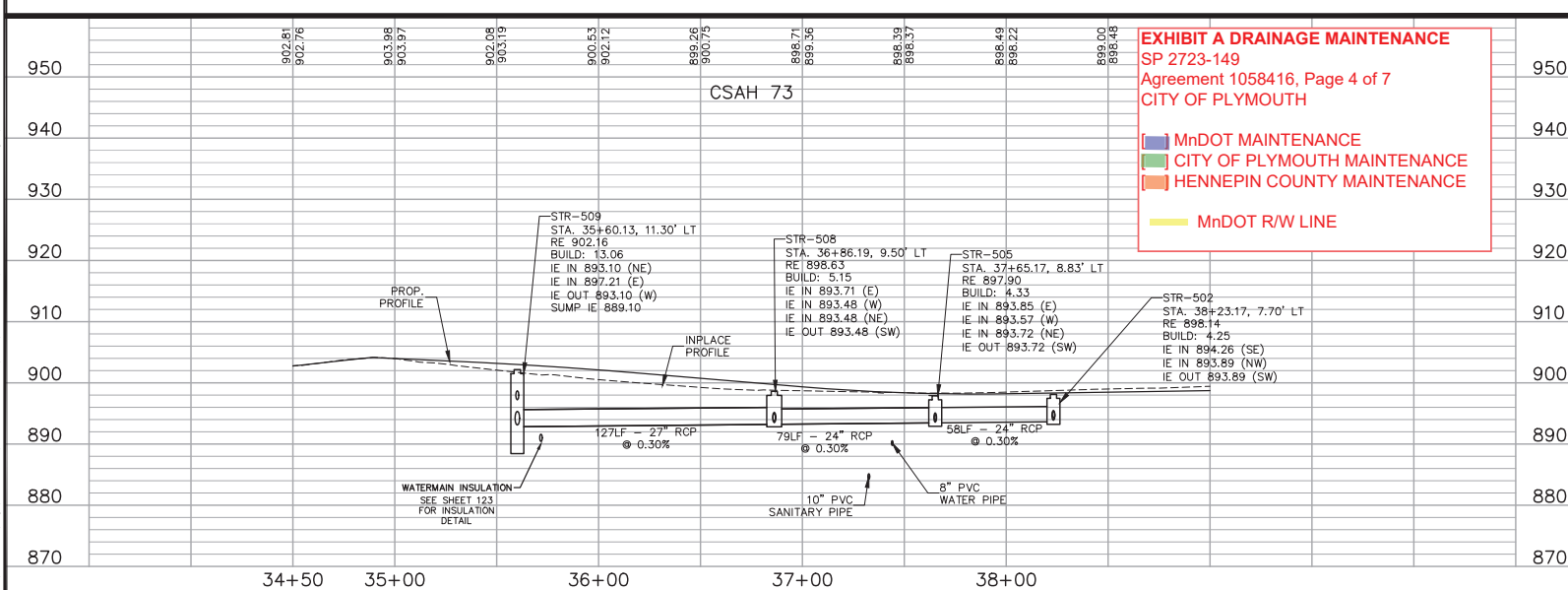


EXHIBIT A DRAINAGE MAINTENANCE
SP 2723-149
Agreement 1058416, Page 4 of 7
CITY OF PLYMOUTH

- MnDOT MAINTENANCE
- CITY OF PLYMOUTH MAINTENANCE
- HENNEPIN COUNTY MAINTENANCE
- MnDOT R/W LINE



No.	Date	Revisions	App.	DRAWING NAME
				TH55-STRM-PlanProfile.dwg
				DESIGNED BY: JCS
				DRAWN BY: JCS
				CHECKED BY: CBL
				DATE: 4/3/2025
				PROJECT NO. 160662010

Kimley»Horn

767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE: 651-645-4197
WWW.KIMLEY-HORN.COM

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.

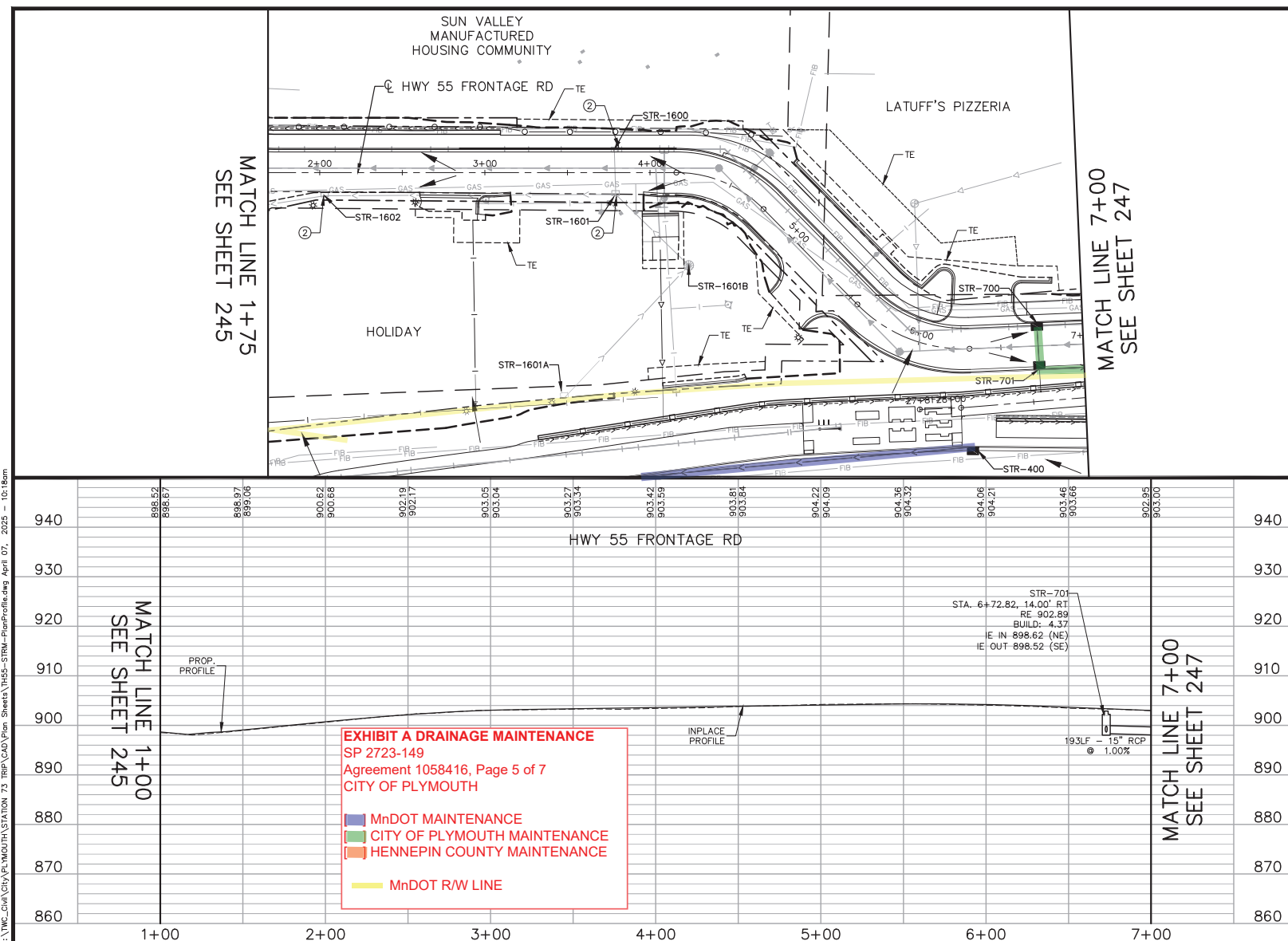
Chad B. Larson
CHAD B. LARSON, PE
DATE: 4/3/2025, MN LIC. NO. 41864



City of Plymouth
STATION 73 TRANSIT AND REGIONAL IMPROVEMENT PROGRAM
CSAH 73
DRAINAGE PLAN AND PROFILE
STA. 34+50 TO STA. 39+00

CITY PROJECT ST230003
SP 2723-149 (TH 55),
SP 155-010-007, SP 155-080-002,
SP 155-090-003, SP 027-673-010,
SP 155-020-023, SP 155-169-002

SHEET NO.
245
651

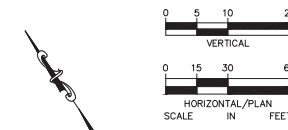
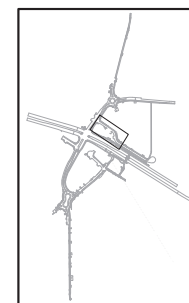


LEGEND

- | | |
|----------|---|
| STR -XXX | STRUCTURE NUMBER |
| | PROPOSED STORM SEWER |
| | EXISTING STORM SEWER |
| | 4" PERF TP PIPE DRAIN |
| | CONSTRUCTION LIMITS |
| | WETLAND EDGE |
| | CATCH BASIN |
| | MANHOLE |
| | FLARED END SECTION |
| ① | CONNECT INTO EXISTING DRAINAGE STRUCTURE |
| ② | ADJUST FRAME AND RING CASTING |
| ③ | SUMP AND SAFL BAFFLE |
| ④ | OUTLET CONTROL STRUCTURE |
| ⑤ | CONNECT TO EXISTING STORM SEWER |
| ⑥ | CROSSING INSULATION SEE SHEET 40 FOR DETAIL |
| | DRAINAGE FLOW DIRECTION |

GENERAL NOTES

1. ALL PIPE MATERIAL RCP UNLESS OTHERWISE NOTED
2. ALL PIPE CLASS V UNLESS OTHERWISE NOTED.



No.	Date	Revisions	App.	DRAWING NAME
				TH55--STRM--PlanProfile.dwg
				DESIGNED BY: JCS
				DRAWN BY: JCS
				CHECKED BY: CBL
				DATE: 4/3/2025
				PROJECT NO. 160662010

Kimley»Horn

767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE: 651-645-4197
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Keith B. Larson

CHADD B. LARSON, PE
DATE: 4/3/2025 MN LIC. NO. 41864



 City of
Plymouth
STATION 73 TRANSIT AND REGIONAL
IMPROVEMENT PROGRAM

FRONTAGE ROAD
DRAINAGE PLAN AND PROFILE
STA. 1+00 TO STA. 7+00

CITY PROJECT	ST230003
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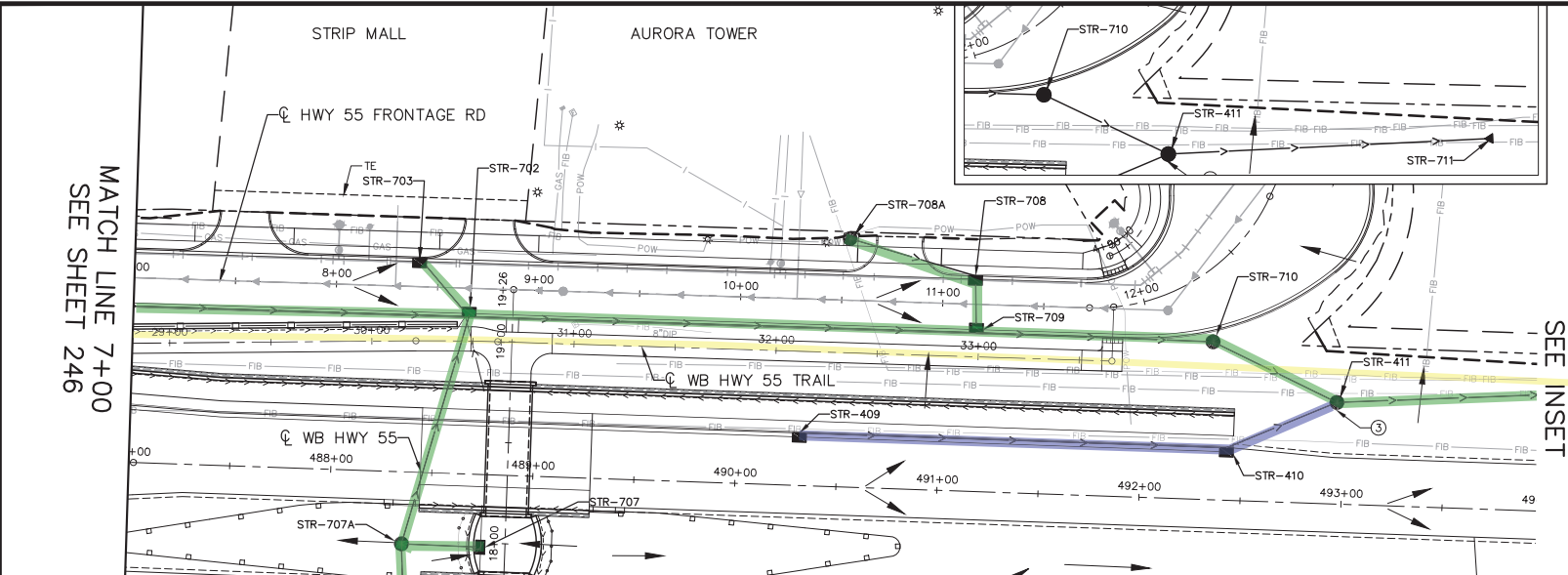
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SP 155-010-007, SP 155-080-002,
SP 155-090-003, SP 027-673-010
SP 155-020-023, SP 155-169-002

3 SHEET NO.

246

651

K:\TWC_Civil\CITY OF PLYMOUTH\STATION 73 TRP\CAO\Plan Sheets\TH55-STRM-PlanProfile.dwg April 07, 2025 - 10:18am



- LEGEND**
- STR -XXX STRUCTURE NUMBER
 - PROPOSED STORM SEWER
 - - - EXISTING STORM SEWER
 - - - 4" PERF TP PIPE DRAIN
 - - - CONSTRUCTION LIMITS
 - - - WETLAND EDGE
 - CATCH BASIN
 - MANHOLE
 - ▶ FLARED END SECTION
 - ① CONNECT INTO EXISTING DRAINAGE STRUCTURE
 - ② ADJUST FRAME AND RING CASTING
 - ③ SUMP AND SAFL BAFFLE
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 - DRAINAGE FLOW DIRECTION

GENERAL NOTES

1. ALL PIPE MATERIAL RCP UNLESS OTHERWISE NOTED
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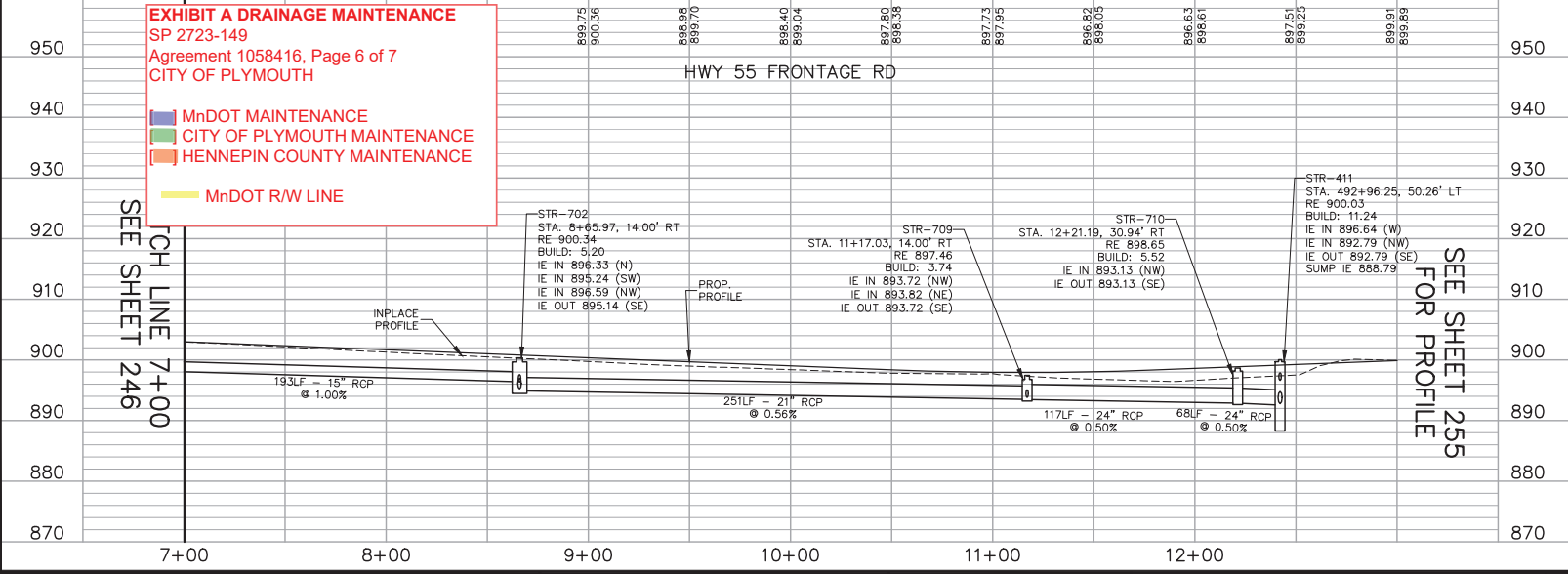
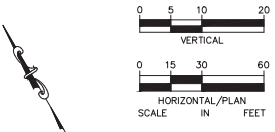
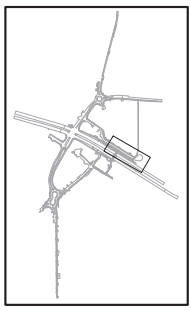


EXHIBIT A DRAINAGE MAINTENANCE
SP 2723-149
Agreement 1058416, Page 6 of 7
CITY OF PLYMOUTH

■ MnDOT MAINTENANCE
■ CITY OF PLYMOUTH MAINTENANCE
■ HENNEPIN COUNTY MAINTENANCE

— MnDOT R/W LINE

No.	Date	Revisions	App.

Kimley»Horn

767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE: 651-645-4197
WWW.KIMLEY-HORN.COM

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.

Chad B. Larson
CHAD B. LARSON, PE
DATE: 4/3/2025 MN LIC. NO. 41864

City of Plymouth
STATION 73 TRANSIT AND REGIONAL IMPROVEMENT PROGRAM

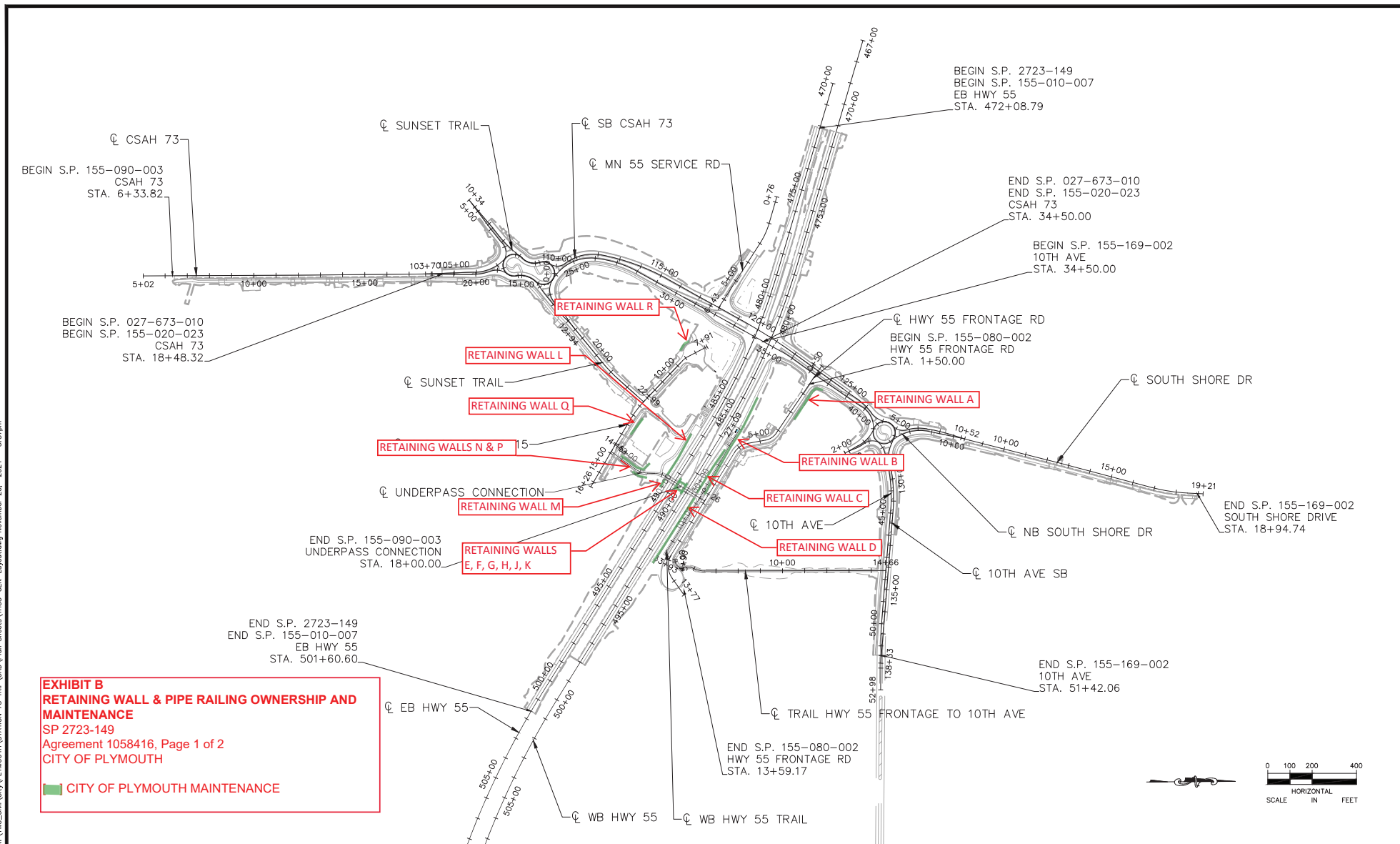
FRONTAGE ROAD
DRAINAGE PLAN AND PROFILE
STA. 7+00 TO STA. 12+50

CITY PROJECT	ST230003
SP 2723-149 (TH 55), SP 155-010-007, SP 155-080-002, SP 155-090-003, SP 027-673-010, SP 155-020-023, SP 155-169-002	

SHEET NO.
247

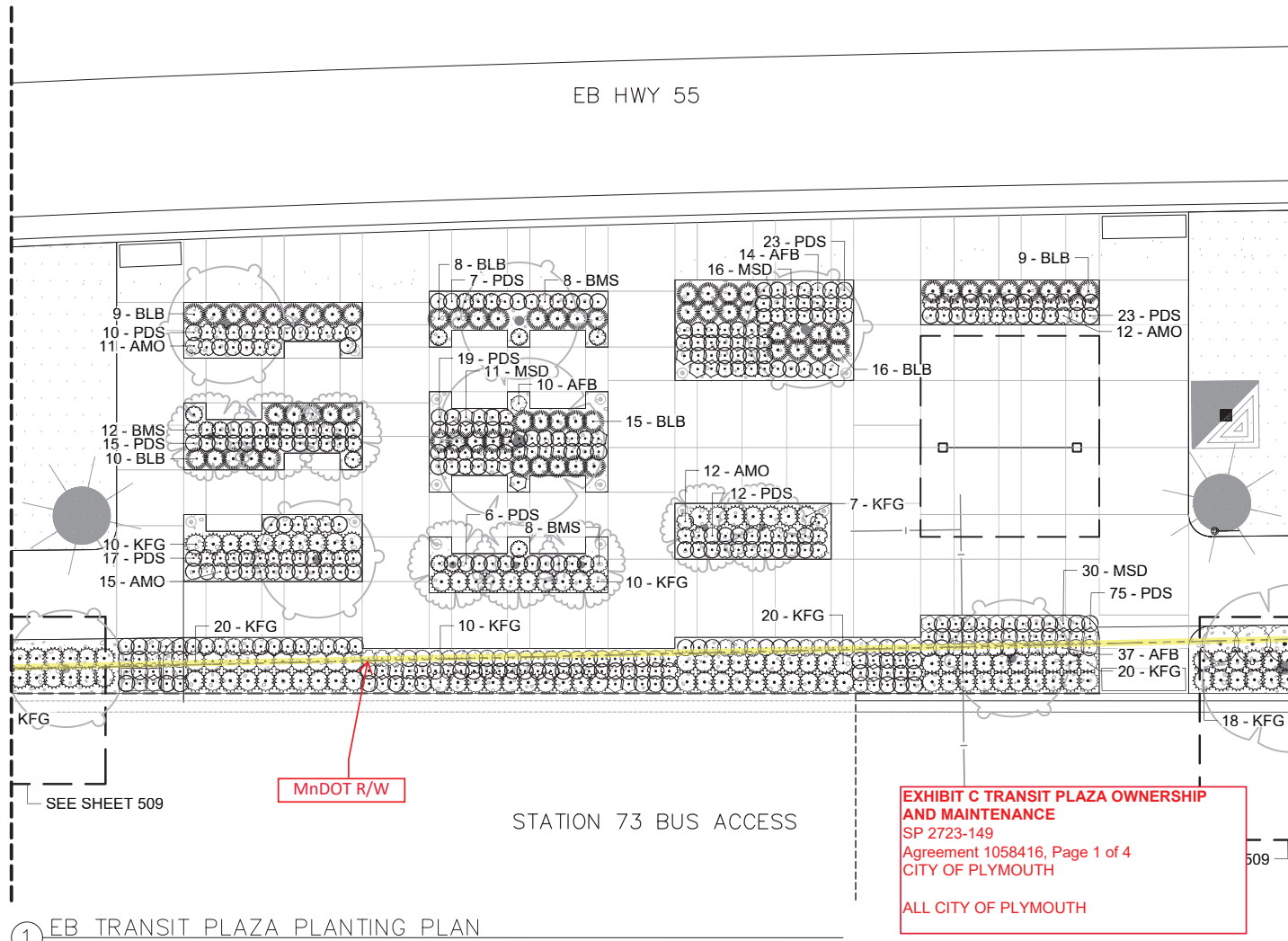
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K:\TWC_Civil\City of Plymouth\STATION 73 TRIP\CAD\Plan Sheets\TH55-GEN-Layout.dwg November 20, 2024 - 3:37pm



No.	Date	Revisions	App.	DRAWING NAME	 767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114 PHONE: 651-645-4197 WWW.KIMLEY-HORN.COM	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. CHAD B. LARSON, PE DATE: 11/20/2024, MN LIC. NO. 41864	 THREE RIVERS PUBLIC UTILITY  DEPARTMENT OF TRANSPORTATION	 City of Plymouth STATION 73 TRANSIT AND REGIONAL IMPROVEMENT PROGRAM GENERAL LAYOUT	CITY PROJECT ST230003 SP 2723-149, SP 155-010-007 SP 155-080-002, SP 155-090-003, SP 027-673-010, SP 155-020-023, SP 155-169-002	SHEET NO. 6 612
				DRAWN BY: VLB						
				CHECKED BY: KTI						
				DATE: 11/20/2024						
				PROJECT NO. 160662010						

K:\TWC_Civil\City of Plymouth\STATION 73 TRIP\CAO\Plan Sheets\H55-LA-URD-Plan-DTL.dwg November 21, 2024 - 11:09am



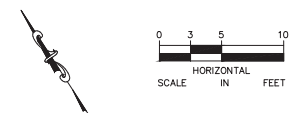
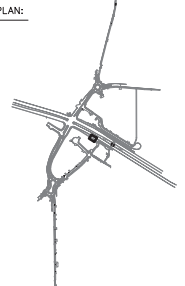
NOTES:

- ALL PLANTING BEDS AND TREES TO BE STAKED BY CONTRACTOR AND APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- CONTRACTOR RESPONSIBLE FOR LOCATING UTILITIES PRIOR TO PLANTING. UTILITY VAULT DEPTHS VARY. VERIFY PRIOR TO DIGGING.
- ANY LANDSCAPE AREAS DISTURBED BY CONSTRUCTION NOT INDICATED ON REMOVAL PLANS SHALL BE REPLACED WITH IN-KIND LANDSCAPE MATERIAL AT THE DIRECTION OF THE LANDSCAPE ARCHITECT.
- ALL PLANTING BEDS TO RECEIVE 3" OF DOUBLE SHREDDED HARDWOOD BARK MULCH UNLESS OTHERWISE SHOWN ON PLANS. MULCH TO BE INCIDENTAL TO PLANTING.
- REFER TO SHEET 516 FOR FULL PLANT MATERIALS SCHEDULE AND GENERAL NOTES.

LEGEND:

- BLB BLUE HEAVEN® LITTLE BLUESTEM
SCHIZACHYRIUM SCOPARIUM 'MINIBLUE'
- KFG KARL FOERSTER FEATHER REED GRASS
CALAMAGROSIS ACUTIFLORA 'KARL FOERSTER'
- AFB FIREBERRY SHORT 'N SWEET® ASTILBE
ASTILBE X 'FIREBERRY'
- AMO MILLENIUM ORNAMENTAL ONION
ALLIUM X 'MILLENIUM'
- BMS APEX BLUE MEADOW SAGE
SALVIA NEMOROSA 'APEX BLUE'
- MSD MADONNA SHASTA DAISY
LEUCANTHEMUM X SUPERBUM 'MADONNA'
- PDS PRAIRIE DROPSEED
SPOROBOLOUS HETEROLEPIS

REFERENCE PLAN:



No.	Date	Revisions	App.
90%		PLAN SUBMITTAL	

Kimley»Horn

767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE: 651-645-4197
WWW.KIMLEY-HORN.COM

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BENJAMIN E. SPORER

DATE: 11/20/2024 MN LIC. NO. BENJAMIN E. SPORER



City of Plymouth
STATION 73 TRANSIT AND REGIONAL
IMPROVEMENT PROGRAM



ENLARGED LANDSCAPE PLAN
EB HWY 55 & STATION 73 BUS ACCESS

CITY PROJECT ST230003

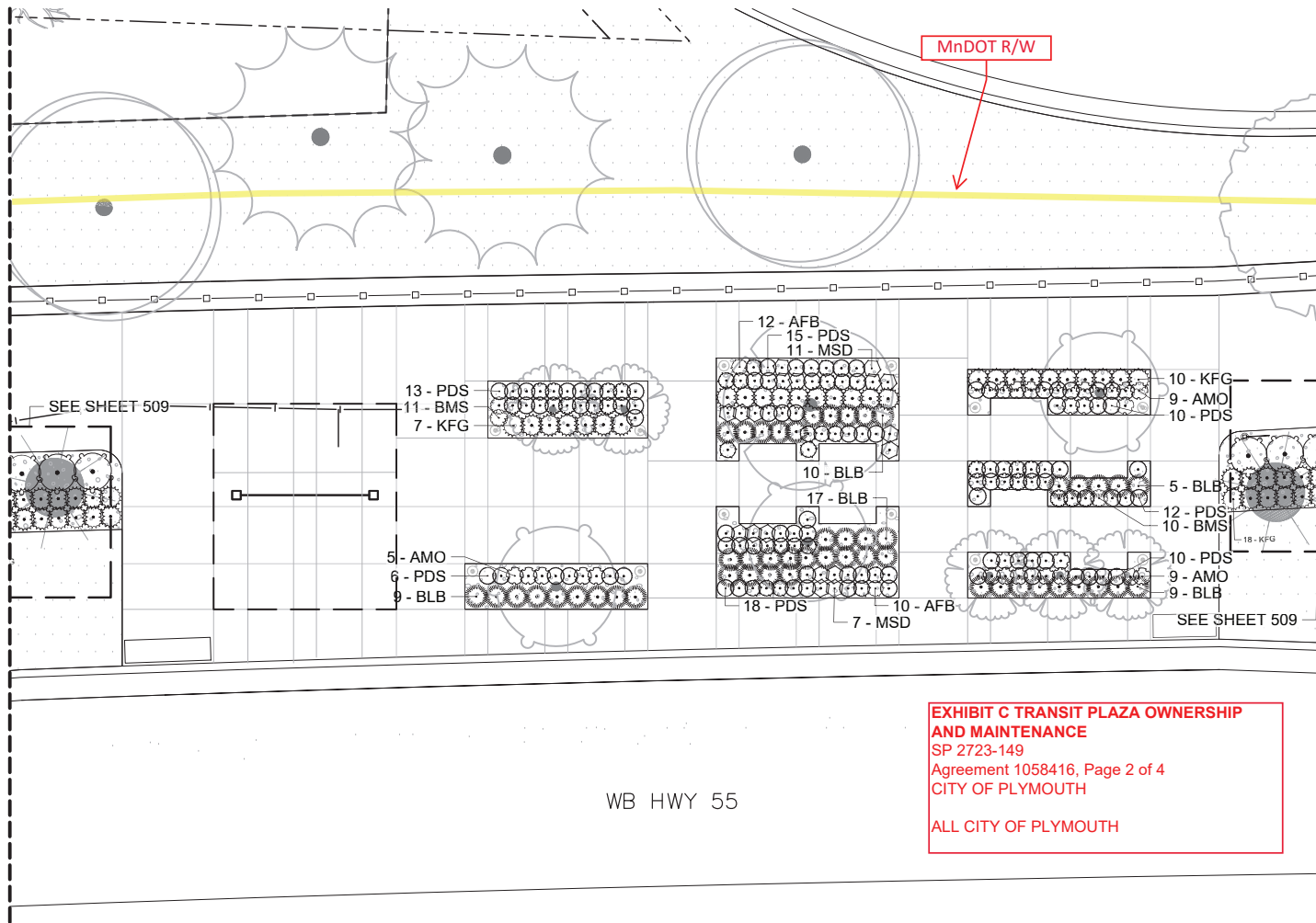
SP 2723-149, SP 155-010-007
SP 155-080-002, SP 155-090-003,
SP 027-673-010, SP 155-020-023,
SP 155-169-002

SHEET NO.

507

612

K:\TWC_Civil\City of Plymouth\STATION 73 TRIP\CAO\Plan Sheets\H55-LA-URD-Plan-DTL.dwg November 21, 2024 - 11:10am



① WB TRANSIT PLAZA PLANTING PLAN

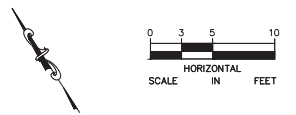
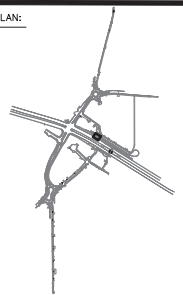
NOTES:

- ALL PLANTING BEDS AND TREES TO BE STAKED BY CONTRACTOR AND APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
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LEGEND:

- BLB BLUE HEAVEN® LITTLE BLUESTEM SCHIZACHYRIUM SCOPARUM 'MINIBLUEA'
- KFG KARL FOERSTER FEATHER REED GRASS CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'
- AFB FIREBERRY SHORT N SWEET® ASTILBE ASTILBE X 'FIREBERRY'
- AMO MILLENNIUM ORNAMENTAL ONION ALLIUM X 'MILLENNIUM'
- BMS APEX BLUE MEADOW SAGE SALVIA NEMOROSA 'APEX BLUE'
- MSD MADONNA SHASTA DAISY LEUCANTHEMUM X SUPERBUM 'MADONNA'
- PDS PRAIRIE DROPSEED SPOROBOLUS HETEROLEPIS

REFERENCE PLAN:



No.	Date	Revisions	App.
90%		PLAN SUBMITTAL	

Kimley»Horn

767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE: 651-645-4197
WWW.KIMLEY-HORN.COM

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BENJAMIN E. SPORER
DATE: 11/20/2024 MN LIC. N081416

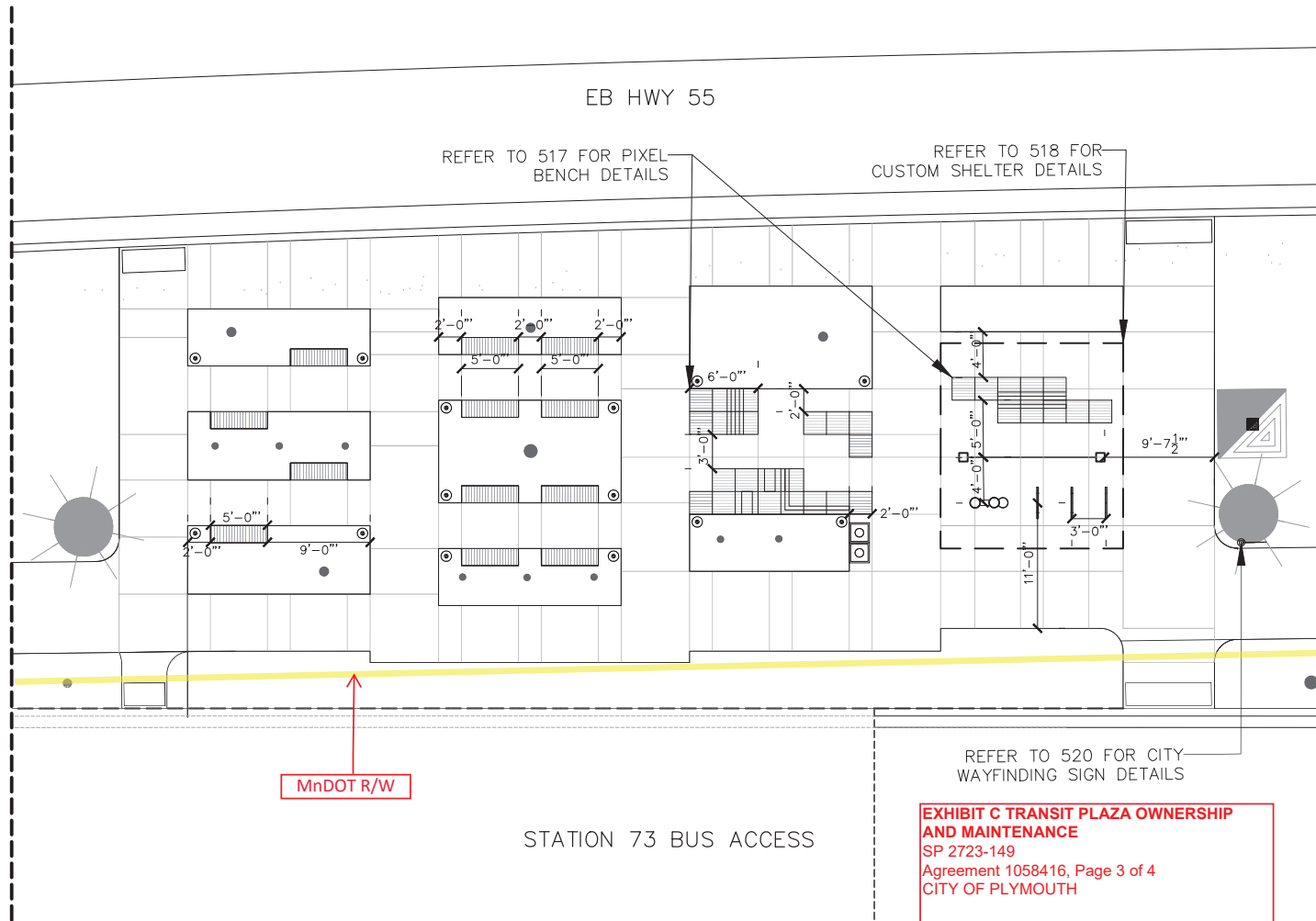


City of Plymouth
STATION 73 TRANSIT AND REGIONAL IMPROVEMENT PROGRAM
ENLARGED LANDSCAPE PLAN
WB HWY 55

CITY PROJECT ST230003
SP 2723-149, SP 155-010-007
SP 155-080-002, SP 155-090-003,
SP 027-673-010, SP 155-020-003,
SP 155-169-002

SHEET NO.
508
612

K:\TWC_Civil\City of Plymouth\STATION 73 TRIP\CAO\Plan Sheets\H55-LA-URD-Plan-DTL.dwg November 21, 2024 - 11:13am



① EB TRANSIT PLAZA FURNISHING PLAN

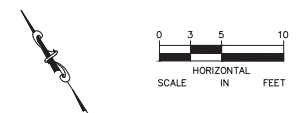
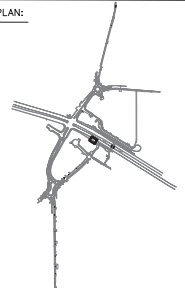
NOTES:

- ALL PLANTING BEDS AND TREES TO BE STAKED BY CONTRACTOR AND APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- CONTRACTOR RESPONSIBLE FOR LOCATING UTILITIES PRIOR TO PLANTING. UTILITY VAULT DEPTHS VARY. VERIFY PRIOR TO DIGGING.
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- REFER TO SHEET 516 FOR FULL PLANT MATERIALS SCHEDULE AND GENERAL NOTES.

LEGEND:

- ○ MDR DRINKING FOUNTAIN
- MAGLIN TRASH RECEPTACLE
- DERO BIKE RACK

REFERENCE PLAN:



No.	Date	Revisions	App.
90%		PLAN SUBMITTAL	

DRAWING NAME	H55-LA-URD-Plan-DTL.dwg
DESIGNED BY:	SMH & ECW
DRAWN BY:	ECW
CHECKED BY:	BES
DATE:	11/20/2024
PROJECT NO.	160662010

Kimley»Horn

767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE: 651-645-4197
WWW.KIMLEY-HORN.COM

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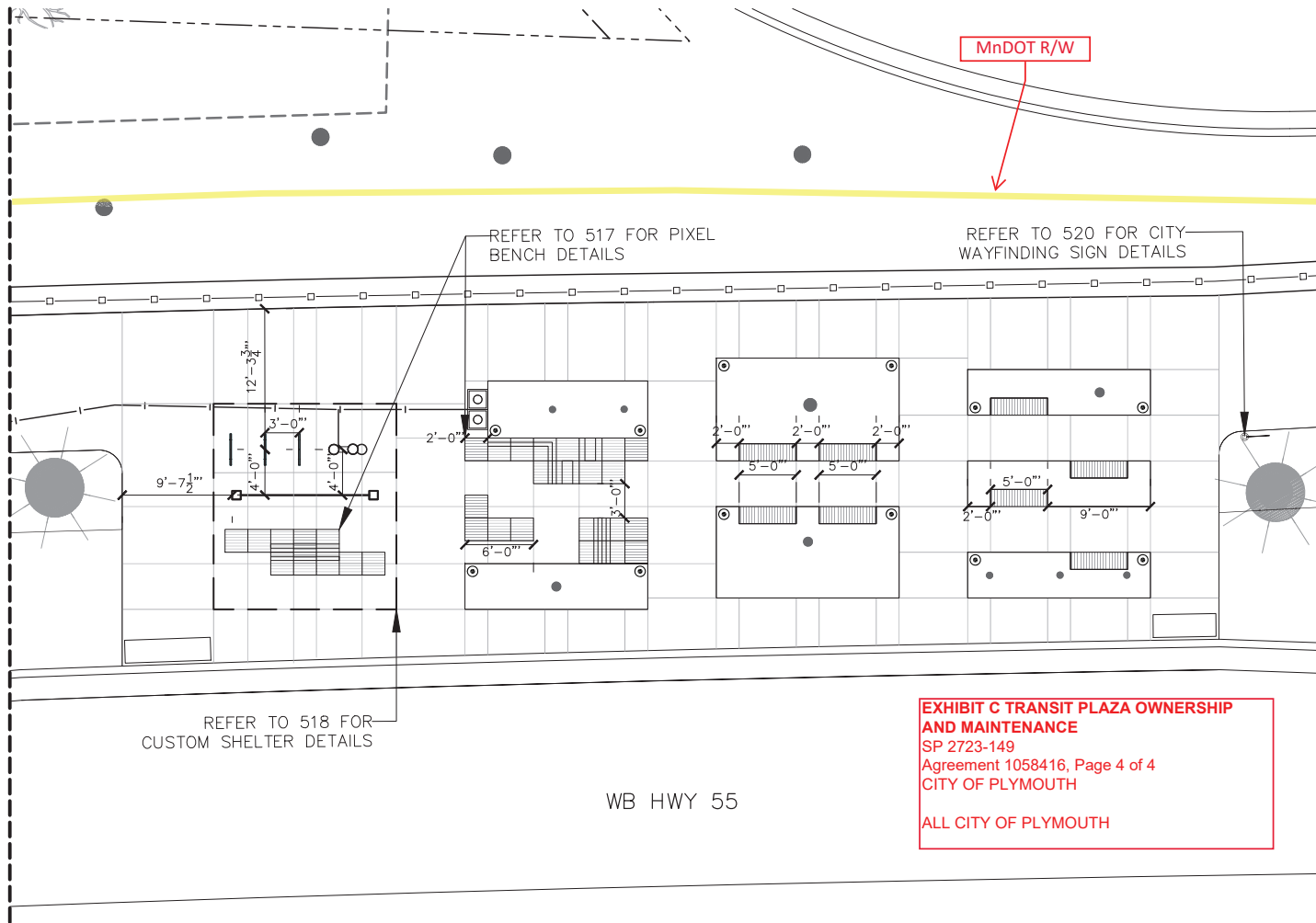
BENJAMIN E. SPORER
DATE: 11/20/2024 MN LIC. NO. BENJAMIN E. SPORER



City of Plymouth
STATION 73 TRANSIT AND REGIONAL IMPROVEMENT PROGRAM
LANDSCAPE FURNISHING PLAN
EB HWY 55 AND STATION 73 BUS ACCESS

CITY PROJECT	ST230003	SHEET NO.
SP 2723-149, SP 155-010-007, SP 155-080-002, SP 155-090-003, SP 027-673-010, SP 155-020-023, SP 155-169-002		512
		612

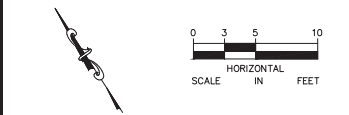
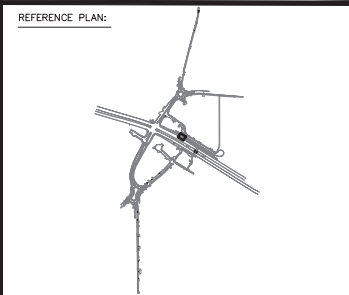
K:\TWC_Civil\CITY OF PLYMOUTH\STATION 73 TRIP\CAO\Plan Sheets\H55-LA-URD-Plan-DTL.dwg November 21, 2024 - 11:14am



① WB TRANSIT PLAZA FURNISHING PLAN

- NOTES:
- A. ALL PLANTING BEDS AND TREES TO BE STAKED BY CONTRACTOR AND APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
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 - E. REFER TO SHEET 516 FOR FULL PLANT MATERIALS SCHEDULE AND GENERAL NOTES.

- LEGEND:
- MDR DRINKING FOUNTAIN
 - MAGLIN TRASH RECEPTACLE
 - DERO BIKE RACK



No.	Date	Revisions	App.
90% PLAN SUBMITTAL			

DRAWING NAME
H55-LA-URD-Plan-DTL.dwg
DESIGNED BY: SMH & ECW
DRAWN BY: ECW
CHECKED BY: BES
DATE: 11/20/2024
PROJECT NO. 160662010

Kimley»Horn
767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE: 651-645-4197
WWW.KIMLEY-HORN.COM

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BENJAMIN E. SPORER
DATE: 11/20/2024 MN LIC. N08JAMIN E. SPORER



City of Plymouth
STATION 73 TRANSIT AND REGIONAL IMPROVEMENT PROGRAM
LANDSCAPE DETAILS
WB HWY 55

CITY PROJECT	ST230003	SHEET NO.
SP 2723-149, SP 155-010-007, SP 155-080-002, SP 155-090-003, SP 027-673-010, SP 155-020-023, SP 155-169-002		513
		612

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
LIMITED USE PERMIT**

County of Hennepin
LUP # LUP # 2723-0279
Permittee: City of Plymouth
Expiration Date: 04/28/2035
Coop./Const. Agmt # 1058416

In accordance with Minnesota Statutes Section 161.434, the State of Minnesota, through its Commissioner of Transportation, ("MnDOT"), hereby grants a Limited Use Permit (the "LUP") to City of Plymouth, ("Permittee"), to use the area within the right of way of Trunk Highway No. 55 as shown in red on Exhibit "A", (the "Area") attached hereto and incorporated herein by reference. This Limited Use Permit is executed by the Permittee pursuant to resolution, a certified copy of which is attached hereto as Exhibit B.

Amenities and Beautification for Transit Plaza and Non-motorized trail system

The Permittee's use of the Area is limited to constructing, maintaining and operating a nonmotorized trail ("Facility") and the operation and maintenance of an amenity zone and highway beatification as shown in red on Exhibit A ("Facility") and the use thereof may be further limited by 23 C.F.R. 217 also published as the Federal-Aid Policy Guide. The amenity zone may include the installation of decorative shelters, planters, bollards, brick pavers, incidental landscaping, bike racks, waste receptacles, wayfinding signs, steps and benches, which may be placed and removed only by the Permittee, as shown on Exhibit A, and approved by MnDOT prior to installation.

In addition, the following special provisions shall apply:

SPECIAL PROVISIONS

1. TERM. This LUP terminates at 11:59PM on 04/28/2035 ("Expiration Date") subject to the right of cancellation by MnDOT, with or without cause, by giving the Permittee ninety (90) days written notice of such cancellation. This LUP will not be renewed except as provided below.

Provided this LUP has not expired or terminated, MnDOT may renew this LUP for a period of up to ten (10) years, provided Permittee delivers to MnDOT, not later than ninety (90) days prior to the Expiration Date, a written request to extend the term. Any extension of the LUP term will be under the same terms and conditions in this LUP, provided:

- (a) At the time of renewal, MnDOT will review the Facility and Area to ensure the Facility and Area are compatible with the safe and efficient operation of the highway and the Facility and Area are in good condition and repair. If, in MnDOT's sole determination, modifications and repairs to the Facility and Area are needed, Permittee will perform such work as outlined in writing in an amendment of this LUP; and
- (b) Permittee will provide to MnDOT a certified copy of the resolution from the applicable governmental body authorizing the Permittee's use of the Facility and Area for the additional term.

If Permittee's written request to extend the term is not timely given, the LUP will expire on the Expiration Date.

Permittee hereby voluntarily releases and waives all claims and causes of action for damages, costs, expenses, losses, fees, and compensation arising from or related to any cancellation or termination of this LUP by MnDOT. Permittee agrees that it will not make or assert any claims for damages, costs, expenses, losses, fees, and compensation based upon the existence, cancellation, or termination of the LUP. Permittee agrees not to sue or institute any legal action against MnDOT based upon any of the claims released in this paragraph.

- 2. **REMOVAL.** Upon the Expiration Date or earlier termination, at the Permittee's sole cost and expense Permittee will:
 - (a) Remove the Facility and restore the Area to a condition satisfactory to the MnDOT District Engineer; and
 - (b) Surrender possession of the Area to MnDOT.

If, without MnDOT's written consent, Permittee continues to occupy the Area after the Expiration Date or earlier termination, Permittee will remain subject to all conditions, provisions, and obligations of this LUP, and further, Permittee will pay all costs and expenses, including attorney's fees, in any action brought by MnDOT to remove the Facility and the Permittee from the Area.

- 3. **CONSTRUCTION.** The construction, maintenance, and supervision of the Facility shall be at no cost or expense to MnDOT.

Before construction of any kind, the plans for such construction shall be approved in writing by the MnDOT's District Engineer. Approval in writing from MnDOT District Engineer shall be required for any changes from the approved plan.

The Permittee will construct the Facility at the location shown in the attached Exhibit "A", and in accordance with MnDOT-approved plans and specifications. Further, Permittee will construct the Facility using construction procedures compatible with the safe and efficient operation of the highway.

Upon completion of the construction of the Facility, the Permittee shall restore all disturbed slopes and ditches in such manner that drainage, erosion control and aesthetics are perpetuated.

The Permittee shall preserve and protect all utilities located on the lands covered by this LUP at no expense to MnDOT and it shall be the responsibility of the Permittee to call the Gopher State One Call System at 1-800-252-1166 at least 48 hours prior to performing any excavation.

Any crossings of the Facility over the trunk highway shall be perpendicular to the centerline of the highway and shall provide and ensure reasonable and adequate stopping sight distance.

4. **MAINTENANCE.** Any and all maintenance of the Facility shall be provided by the Permittee at its sole cost and expense, including, but not limited to, plowing and removal of snow and installation and removal of regulatory signs. No signs shall be placed on any MnDOT or other governmental agency signpost within the Area. MnDOT will not mark obstacles for users on trunk highway right of way.
5. **USE.** Other than as identified and approved by MnDOT, no permanent structures or no advertising devices in any manner, form or size shall be allowed on the Area. No commercial activities shall be allowed to operate upon the Area.

Any use permitted by this LUP shall remain subordinate to the right of MnDOT to use the property for highway and transportation purposes. This LUP does not grant any interest whatsoever in land, nor does it establish a permanent park, recreation area or wildlife or waterfowl refuge. No rights to relocation benefits are established by this LUP.

This LUP is non-exclusive and is granted subject to the rights of others, including, but not limited to public utilities which may occupy the Area.

6. **APPLICABLE LAWS.** This LUP does not release the Permittee from any liability or obligation imposed by federal law, Minnesota Statutes, local ordinances, or other agency regulations relating thereto and any necessary permits relating thereto shall be applied for and obtained by the Permittee.

Permittee at its sole cost and expense, agrees to comply with, and provide and maintain the Area, Facilities in compliance with all applicable laws, rules, ordinances, and regulations issued by any federal, state, or local political subdivision having jurisdiction and authority in connection with said Area including the Americans with Disabilities Act ("ADA"). If the Area and Facilities are not in compliance with the ADA or other applicable laws MnDOT may enter the Area and perform such obligation without liability to Permittee for any loss or damage to Permittee thereby incurred, and Permittee shall reimburse MnDOT for the cost thereof, plus 10% of such cost for overhead and supervision within 30 days of receipt of MnDOT's invoice.

7. **CIVIL RIGHTS.** The Permittee for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event improvements are constructed, maintained, or otherwise operated on the Property described in this Limited Use Permit for a purpose for which a MnDOT activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Permittee will maintain and operate such improvements and services in compliance with all requirements imposed by the Acts and Regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation, Federal Highway Administration, (as may be amended) such that no person on the grounds of race, color, national origin, sex, age, disability, income-level, or limited English proficiency will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said improvements.
8. **SAFETY.** MnDOT shall retain the right to limit and/or restrict any activity, including the parking of vehicles and assemblage of Facility users, on the highway right of way over which this LUP is granted, to maintain the safety of both the motoring public and Facility users.
9. **ASSIGNMENT.** No assignment of this LUP is allowed.
10. **IN WRITING.** Except for those which are set forth in this LUP, no representations, warranties, or agreements have been made by MnDOT or Permittee to one another with respect to this LUP.
11. **ENVIRONMENTAL.** The Permittee shall 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 Permittee shall notify in writing MnDOT's District Engineer and shall provide for cleanup of the spilled material and of materials contaminated by the spillage in accordance with all applicable federal, state, and local laws and regulations, at the sole expense of the Permittee.
12. **MECHANIC'S LIENS.** The Permittee (for itself, its contractors, subcontractors, its materialmen, and all other persons acting for, through or under it or any of them), covenants that no laborers', mechanics', or materialmen's liens or other liens or claims of any kind whatsoever shall be filed or maintained by it or by any subcontractor, materialmen or other person or persons acting for, through or under it or any of them against the work and/or against said lands, for or on account of any work done or materials furnished by it or any of them under any agreement or any amendment or supplement thereto.

13. NOTICES. All notices which may be given, by either party to the other, will be deemed to have been fully given when served personally on MnDOT or Permittee or when made in writing addressed as follows: to Permittee at:

City of Plymouth
3400 Plymouth Blvd
Plymouth, MN 55447

and to MnDOT at:

State of Minnesota
Department of Transportation
Metro District Right of Way
1500 W. County Road B2
Roseville, MN 55113

The address to which notices are mailed may be changed by written notice given by either party to the other.

14. INDEMNIFICATION AND RELEASE. Permittee shall indemnify, defend to the extent authorized by the Minnesota Attorney General's Office, hold harmless and release the State of Minnesota, its Commissioner of Transportation, employees, the FHWA, and any successors and assigns of the foregoing, from and against all claims, demands, and causes of action for injury to or death of persons or loss of or damage to property (including Permittee's property) occurring on the Area and Facility or arising out of or associated with Permittee's use and occupancy of the Area and Facility, regardless of whether such injury, death, loss, or damage (i) is caused in part by the negligence (but not the gross negligence or willful misconduct) of MnDOT or (ii) is deemed to be the responsibility of MnDOT because of its failure to supervise, inspect, or control the operations of Permittee or otherwise discover or prevent actions or operations of Permittee giving rise to liability to any person. Nothing in this LUP shall obligate Permittee to indemnify or save MnDOT harmless from (a) any gross negligence or willful misconduct of MnDOT or its employees, contractors, agents, or anyone for whom MnDOT is legally responsible, or (b) any claims, demands or causes of action not arising out of or associated with Permittee's occupancy or use of the Area and Facility.

Permittee hereby releases the State of Minnesota, its Commissioner of Transportation, employees, the FHWA, and any successors and assigns of the foregoing, from and against all claims, demands, suits, losses, costs, expenses, and causes of action for loss of or damages to the Area and Facility or to Permittee's property on or about the Area and Facility, except when such loss or damage is caused solely by the negligence of MnDOT or its employees, contractors, agents, or anyone for whom MnDOT is legally responsible.

MnDOT's liability is subject to the Minnesota Tort Claims Act, Minn. Stat. §3.736 and other applicable law.

MINNESOTA DEPARTMENT

OF TRANSPORTATION

RECOMMENDED FOR APPROVAL

By:

District Engineer

Date _____

CITY OF PLYMOUTH

By _____

Its _____

And _____

Its _____

APPROVED BY:

COMMISSIONER OF TRANSPORTATION

By: _____
Director, Office of Land Management

Date _____

The Commissioner of Transportation
by the execution of this permit
certifies that this permit is
necessary in the public interest
and that the use intended is for
public purposes.

LUP 2723-0279 Exhibit A
Sheet 1 of 19



MATCH LINE 480+50
SEE SHEET 257

MATCH LINE 487+00
SEE SHEET 259

LEGEND

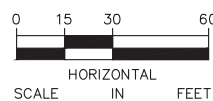
- ① CONCRETE CURB & GUTTER DESIGN R424
- ② CONCRETE CURB & GUTTER DESIGN B618
- ③ CONCRETE CURB & GUTTER DESIGN B612
- ④ CONCRETE CURB & GUTTER DESIGN B624
- ⑤ CONCRETE CURB DESIGN B6
- ⑥ CURB TRANSITION
- ⑦ PEDESTRIAN CURB RAMP
- ⑧ CONCRETE APPROACH NOSE. SEE CITY STD. PLATE STRT-9
- ⑨ CHAIN LINK FENCE 60V-9322. SEE MNDOT STD. PLATE 9322
- ⑩ WOODEN FENCE
- ⑪ INSTALL MAILBOX
- ⑫ CONCRETE APPROACH NOSE. SEE MNDOT STD. PLATE 7113-A
- ⑬ CONCRETE CURB AND GUTTER DESIGN B424

GENERAL NOTES:

- 1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
- 2. SEE SHEETS 224-242 FOR ADDITIONAL AND SIDE STREET PROFILES.
- 3. ALL STATIONS AND OFFSETS ARE WITH RESPECT TO HWY 55 CL UNLESS OTHERWISE NOTED

LEGEND

- BITUMINOUS PAVEMENT PER INSET A, SEE SHEET 104
- BITUMINOUS PAVEMENT PER INSET B, SEE SHEET 104
- BITUMINOUS PAVEMENT PER INSET C, SEE SHEET 104
- BITUMINOUS PAVEMENT PER INSET D, SEE SHEET 104
- 2" BITUMINOUS OVERLAY PER INSET H, SEE SHEET 104
- BITUMINOUS PAVEMENT PER INSET I, SEE SHEET 104
- BITUMINOUS DRIVEWAY PAVEMENT PER INSET F, SEE SHEET 104
- 6" CONCRETE DRIVEWAY PAVEMENT PER CITY STD. PLATE STRT-13
- 8" CONCRETE DRIVEWAY PAVEMENT PER CITY STD. PLATE STRT-12
- 7" CONCRETE PAVEMENT SPECIAL PER INSET G, SEE SHEET 104
- 4" CONCRETE WALK PER CITY STD. PLATE STRT-10
- 4" CONCRETE WALK SPECIAL PER CITY STD. PLATE STRT-10
- 6" CONCRETE WALK SPECIAL PER CITY STD. PLATE STRT-10
- CONCRETE CURB RAMP WALK, SEE SHEETS 40-45
- 3" BITUMINOUS WALK PER INSET E, SEE SHEET 104
- 9" AGGREGATE SURFACING (CV) CLASS 2
- CONSTRUCTION LIMITS



No.	Date	Revisions	App.
90% PLAN SUBMITTAL			

DRAWING NAME	TH55-PlanProfile.dwg
DESIGNED BY:	RJG
DRAWN BY:	RJG
CHECKED BY:	KTI
DATE:	11/20/2024
PROJECT NO.	160662010

Kimley»Horn
767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE: 651-645-4197
WWW.KIMLEY-HORN.COM

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.

CHADD B. LARSON, PE
DATE: 11/20/2024 MN LIC. NO. 41864



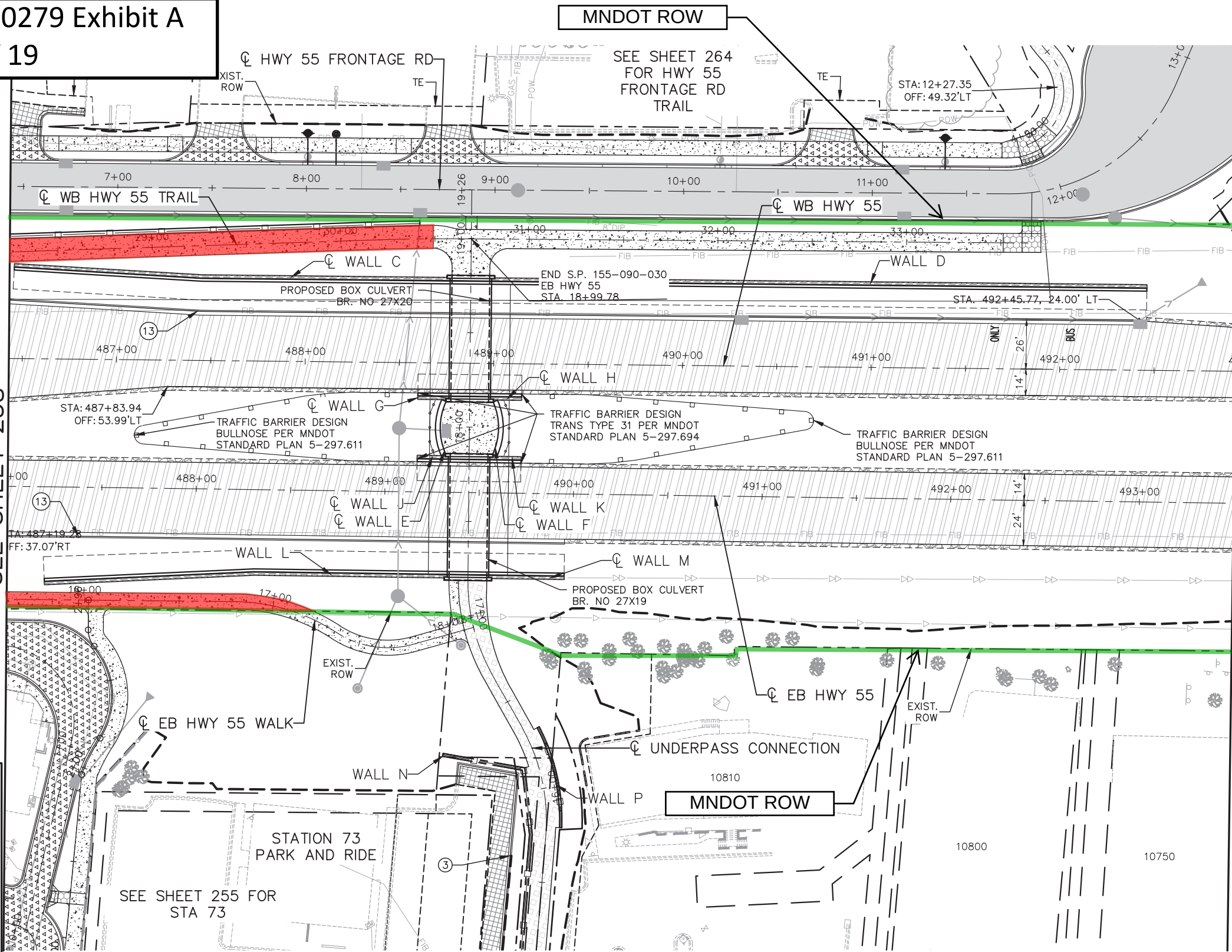
City of Plymouth
STATION 73 TRANSIT AND REGIONAL IMPROVEMENT PROGRAM
HWY 55
CONSTRUCTION PLAN
STA. 480+50 TO STA. 487+00

CITY PROJECT ST230003
SP 2723-149, SP 155-010-007
SP 155-080-002, SP 155-090-003,
SP 027-673-010, SP 155-020-023,
SP 155-169-002

SHEET NO.
258
612

LUP 2723-0279 Exhibit A
Sheet 2 of 19

MATCH LINE 487+00
SEE SHEET 258



LEGEND

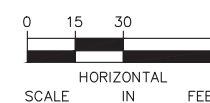
- 1 CONCRETE CURB & GUTTER DESIGN R424
- 2 CONCRETE CURB & GUTTER DESIGN B618
- 3 CONCRETE CURB & GUTTER DESIGN B612
- 4 CONCRETE CURB & GUTTER DESIGN B624
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- 6 CURB TRANSITION
- 7 PEDESTRIAN CURB RAMP
- 8 CONCRETE APPROACH NOSE. SEE CITY STD. PLATE STRT-9
- 9 CHAIN LINK FENCE 60V-9322. SEE MNDOT STD. PLATE 9322
- 10 WOODEN FENCE
- 11 INSTALL MAILBOX
- 12 CONCRETE APPROACH NOSE. SEE MNDOT STD. PLATE 7113-A
- 13 CONCRETE CURB AND GUTTER DESIGN B424

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2. SEE SHEETS 224-242 FOR ADDITIONAL AND SIDE STREET PROFILES.
3. ALL STATIONS AND OFFSETS ARE WITH RESPECT TO HWY 55 & UNLESS OTHERWISE NOTED

LEGEND

- BITUMINOUS PAVEMENT PER INSET A, SEE SHEET 104
- BITUMINOUS PAVEMENT PER INSET B, SEE SHEET 104
- BITUMINOUS PAVEMENT PER INSET C, SEE SHEET 104
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No.	Date	Revisions	App.
90% PLAN SUBMITTAL			

DRAWING NAME	TH55-PlanProfile.dwg
DESIGNED BY:	RJG
DRAWN BY:	RJG
CHECKED BY:	KTI
DATE:	11/20/2024
PROJECT NO.	160662010

Kimley»Horn
767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE: 651-645-4197
WWW.KIMLEY-HORN.COM

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CHADD B. LARSON, PE
DATE: 11/20/2024 MN LIC. NO. 41864



City of Plymouth
STATION 73 TRANSIT AND REGIONAL IMPROVEMENT PROGRAM
HWY 55
CONSTRUCTION PLAN
STA. 487+00 TO STA. 493+50

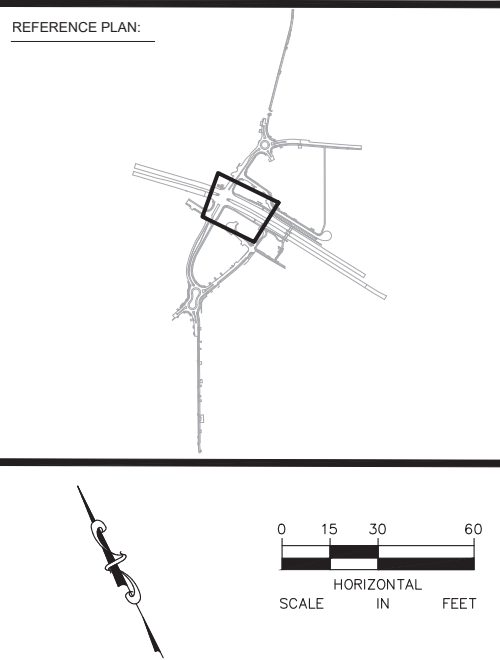
CITY PROJECT ST230003
SP 2723-149, SP 155-010-007
SP 155-080-002, SP 155-090-003,
SP 027-673-010, SP 155-020-023,
SP 155-169-002

SHEET NO.
259
612

LUP 2723-0279 Exhibit A
Sheet 3 of 19

- NOTES:
- A. ALL PLANTING BEDS AND TREES TO BE STAKED BY CONTRACTOR AND APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
 - B. CONTRACTOR RESPONSIBLE FOR LOCATING UTILITIES PRIOR TO PLANTING. UTILITY VAULT DEPTHS VARY. VERIFY PRIOR TO DIGGING.
 - C. ANY LANDSCAPE AREAS DISTURBED BY CONSTRUCTION NOT INDICATED ON REMOVAL PLANS SHALL BE REPLACED WITH IN-KIND LANDSCAPE MATERIAL AT THE DIRECTION OF THE LANDSCAPE ARCHITECT.
 - D. ALL PLANTING BEDS TO RECEIVE 3" OF DOUBLE SHREDDED HARDWOOD BARK MULCH UNLESS OTHERWISE SHOWN ON PLANS. MULCH TO BE INCIDENTAL TO PLANTING.
 - E. REFER TO SHEET 516 FOR FULL PLANT MATERIALS SCHEDULE AND GENERAL NOTES.

- LEGEND:
- LIMITS OF WORK
 - [Pattern] REFER TO EROSION CONTROL AND TURF ESTABLISHMENT PLANS, 163-184, FOR SEEDING LIMITS AND TYPES
 - [Pattern] REFER TO CONSTRUCTION PLAN, 246-267, FOR CONCRETE TYPES
 - [Pattern] MULCH



No.	Date	Revisions	App.
90% PLAN SUBMITTAL			

DRAWING NAME	TH55-LA-URD-Plan.dwg
DESIGNED BY:	SMH & ECW
DRAWN BY:	ECW
CHECKED BY:	BES
DATE:	11/20/2024
PROJECT NO.	160662010

Kimley»Horn

767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
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BENJAMIN E. SPORER
DATE: 11/20/2024 MN LIC. NO. _____

STATION 73 TRANSIT AND REGIONAL IMPROVEMENT PROGRAM

LANDSCAPE PLAN HWY 55

CITY PROJECT ST230003

SP 2723-149, SP 155-010-007
SP 155-080-002, SP 155-090-003,
SP 027-673-010, SP 155-020-023,
SP 155-169-002

SHEET NO. 490

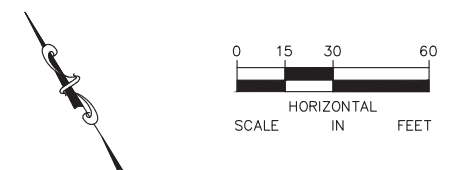
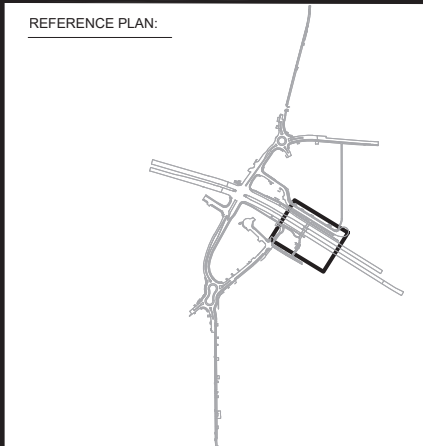
612

MNDOT ROW



MATCH LINE 10+00
SEE SHEET 492

- LEGEND:**
- | | |
|---|--|
|  | LIMITS OF WORK |
|  | REFER TO EROSION CONTROL AND TURF ESTABLISHMENT PLANS, 163-184, FOR SEEDING LIMITS AND TYPES |
|  | REFER TO CONSTRUCTION PLAN, 246-267, FOR CONCRETE TYPES |
|  | MULCH |



90% PLAN SUBMITTAL

DRAWING NAME	
TH55-LA-URD-Plan.dwg	
DESIGNED BY:	SMH & ECW
DRAWN BY:	ECW
CHECKED BY:	BES
DATE:	11/20/2024
PROJECT NO.	160662010

Kimley»»Horn
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LICENSED PROFESSIONAL ENGINEER UNDER THE
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BENJAMIN E. SPORER

DATE: 11/20/2024 MN LIC. NO. ----



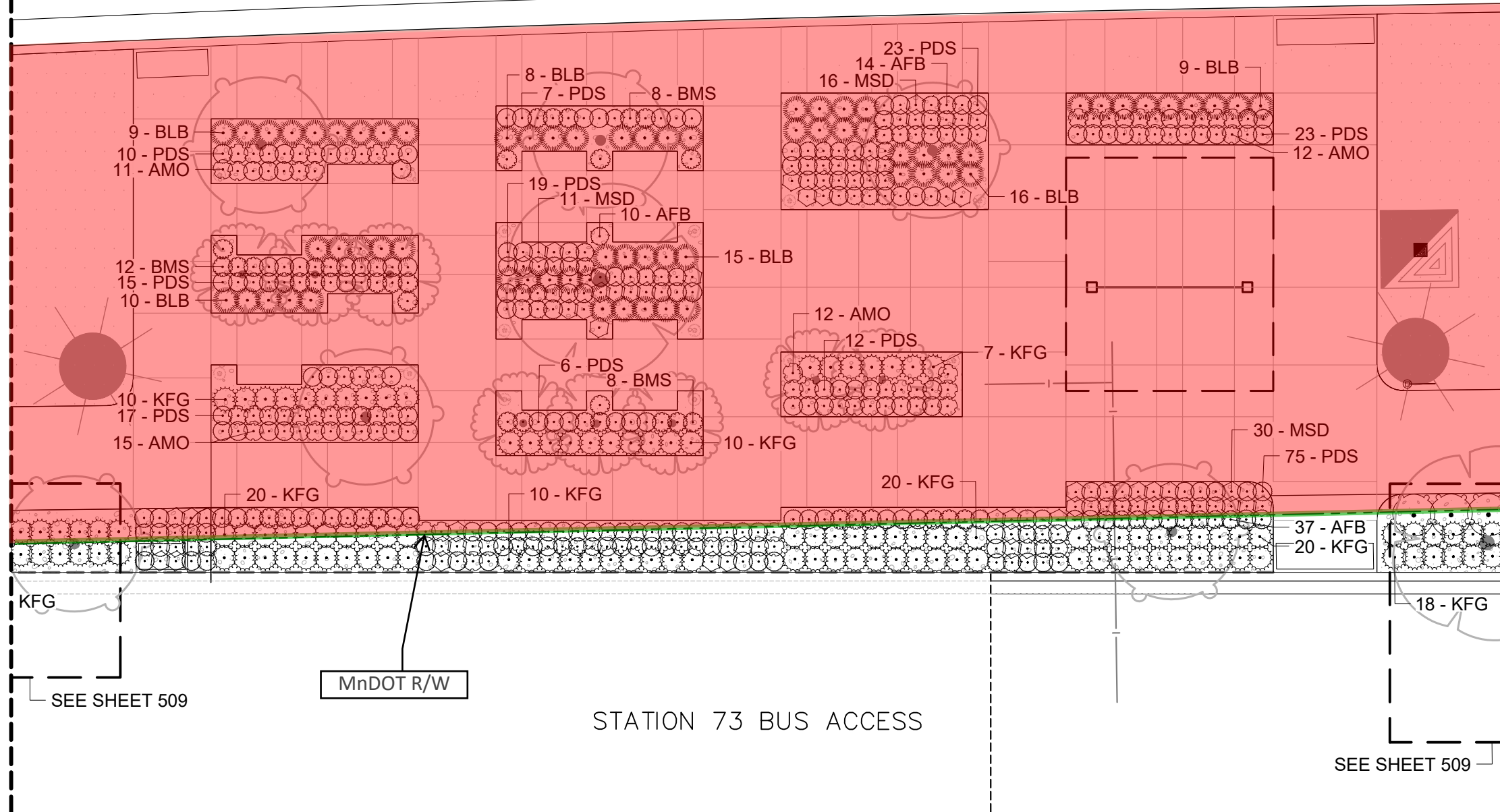
 City of Plymouth
STATION 73 TRANSIT AND REGIONAL
IMPROVEMENT PROGRAM
ALIGNMENT PLAN AND TABULATION
LANDSCAPE PLAN
HWY 55

CITY PROJECT	ST230003
SP 2723-149, SP 155-010-007	
SP 155-080-002, SP 155-090-003,	
SP 027-673-010, SP 155-020-023,	
SP 155-169-002	

SHEET NO.
491
612

LUP 2723-0279 Exhibit A
Sheet 5 of 19

EB HWY 55



1 EB TRANSIT PLAZA PLANTING PLAN

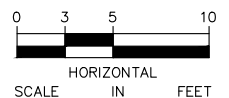
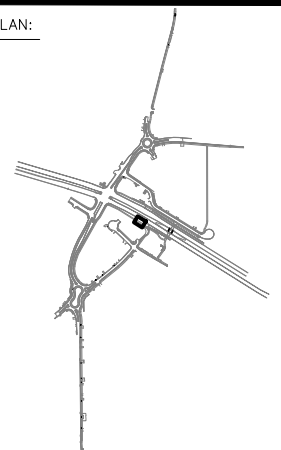
NOTES:

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- CONTRACTOR RESPONSIBLE FOR LOCATING UTILITIES PRIOR TO PLANTING. UTILITY VAULT DEPTHS VARY. VERIFY PRIOR TO DIGGING.
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- REFER TO SHEET 516 FOR FULL PLANT MATERIALS SCHEDULE AND GENERAL NOTES.

LEGEND:

- BLB BLUE HEAVEN® LITTLE BLUESTEM SCHIZACHYRIUM SCOPARIUM 'MINNBLUEA'
- KFG KARL FOERSTER FEATHER REED GRASS CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'
- AFB FIREBERRY SHORT 'N SWEET® ASTILBE ASTILBE X 'FIREBERRY'
- AMO MILLENNIUM ORNAMENTAL ONION ALLIUM X 'MILLENNIUM'
- BMS APEX BLUE MEADOW SAGE SALVIA NEMOROSA 'APEX BLUE'
- MSD MADONNA SHASTA DAISY LEUCANTHEMUM X SUPERBUM 'MADONNA'
- PDS PRAIRIE DROPSEED SPOROBOLUS HETEROLEPIS

REFERENCE PLAN:



No.	Date	Revisions	App.

90% PLAN SUBMITTAL

DRAWING NAME	H55-LA-URD-Plan-DTL.dwg
DESIGNED BY:	SMH & ECW
DRAWN BY:	ECW
CHECKED BY:	BES
DATE:	11/20/2024
PROJECT NO.	160662010

Kimley»Horn
767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE: 651-645-4197
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BENJAMIN E. SPORER
DATE: 11/20/2024 MN LIC. NO. BENJAMIN E. SPORER



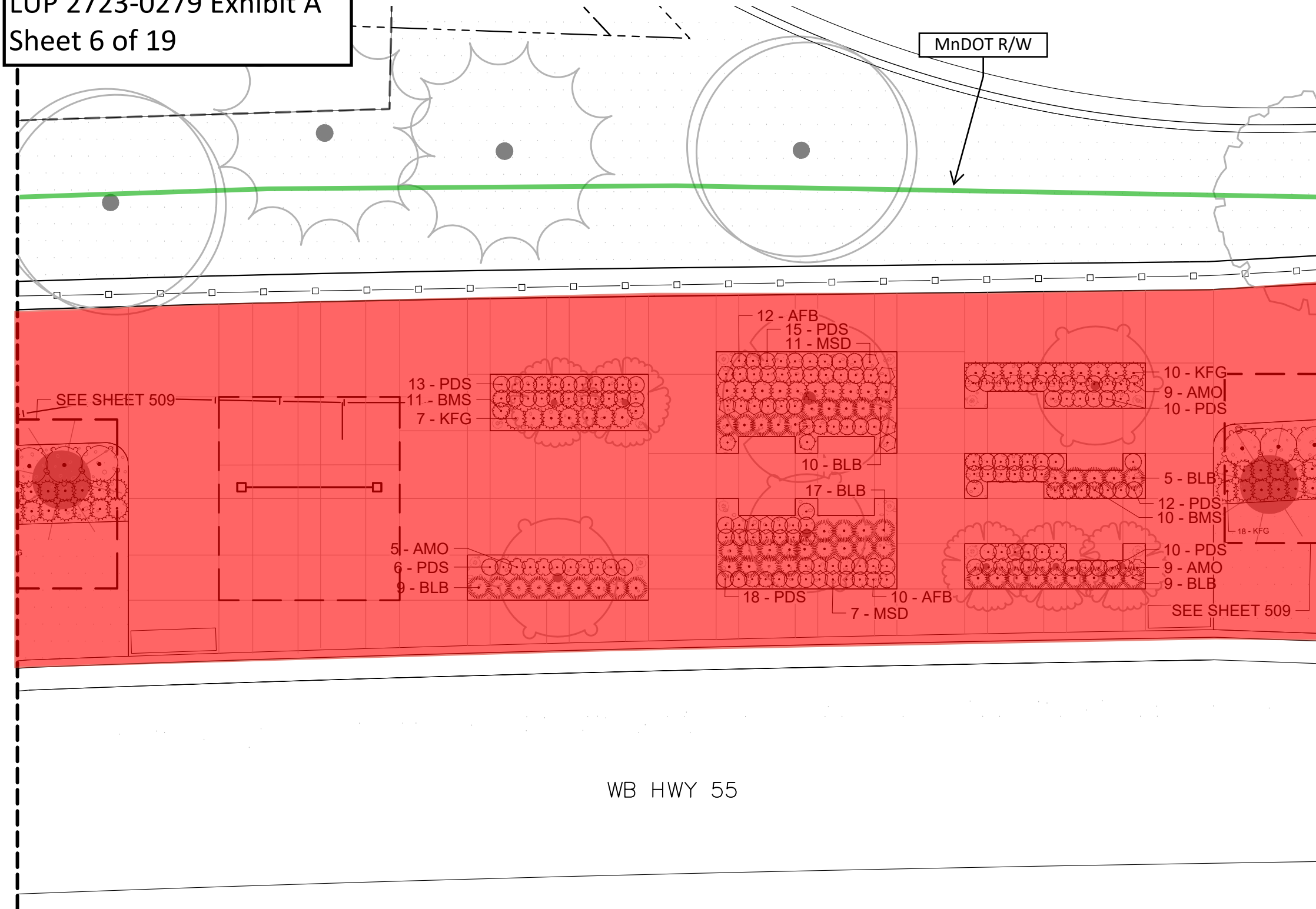
City of Plymouth
STATION 73 TRANSIT AND REGIONAL IMPROVEMENT PROGRAM
ENLARGED LANDSCAPE PLAN
EB HWY 55 & STATION 73 BUS ACCESS

CITY PROJECT	ST230003
SP 2723-149, SP 155-010-007, SP 155-080-002, SP 155-090-003, SP 027-673-010, SP 155-020-023, SP 155-169-002	

SHEET NO.	507
	612

K:\TWC_Civil\City\PLYMOUTH\STATION 73 TRIP\CAD\Plan Sheets\TH55-LA-URD-Plan-DTL.dwg November 21, 2024 -- 11:10am

LUP 2723-0279 Exhibit A
Sheet 6 of 19



1 WB TRANSIT PLAZA PLANTING PLAN

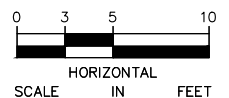
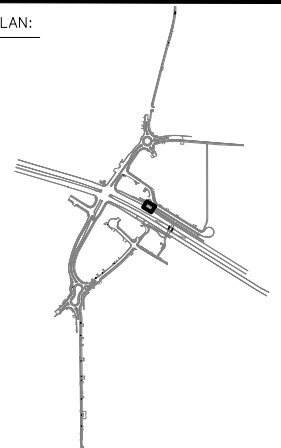
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- MSD MADONNA SHASTA DAISY LEUCANTHEMUM X SUPERBUM 'MADONNA'
- PDS PRAIRIE DROPSEED SPOROBOLUS HETEROLEPIS

REFERENCE PLAN:



No.	Date	Revisions	App.
90% PLAN SUBMITTAL			

DRAWING NAME	TH55-LA-URD-Plan-DTL.dwg
DESIGNED BY:	SMH & ECW
DRAWN BY:	ECW
CHECKED BY:	BES
DATE:	11/20/2024
PROJECT NO.	160662010

Kimley»Horn
767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE: 651-645-4197
WWW.KIMLEY-HORN.COM

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.

BENJAMIN E. SPORER
DATE: 11/20/2024 MN LIC. NO. BENJAMIN E. SPORER



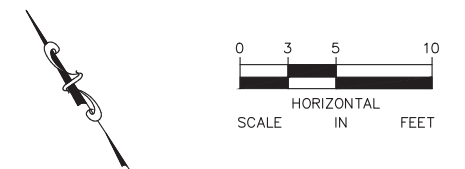
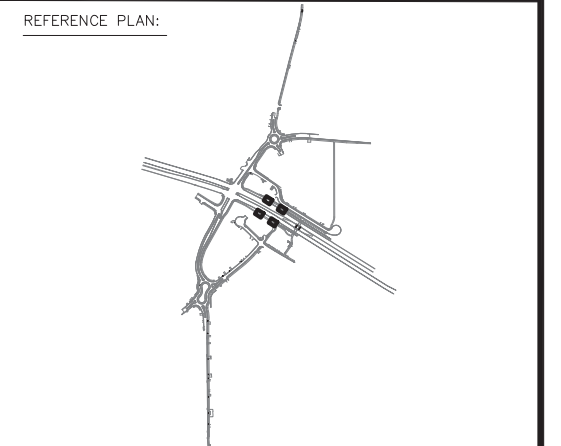
City of Plymouth
STATION 73 TRANSIT AND REGIONAL IMPROVEMENT PROGRAM
ENLARGED LANDSCAPE PLAN
WB HWY 55

CITY PROJECT ST230003
SP 2723-149, SP 155-010-007, SP 155-080-002, SP 155-090-003, SP 027-673-010, SP 155-020-023, SP 155-169-002

SHEET NO.
508
612



- LEGEND:
- | | | |
|---|-----|--|
|  | BLB | BLUE HEAVEN® LITTLE BLUESTEM
SCHIZACHYRIUM SCOPARIUM 'MINNBLUEA' |
|  | KFG | KARL FOERSTER FEATHER REED GRASS
CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER' |
|  | DBH | DWARF BUSH HONEYSUCKLE
DIERVILLA LONICERA |



LUP 2723-0279 Exhibit A
Sheet 7 of 19

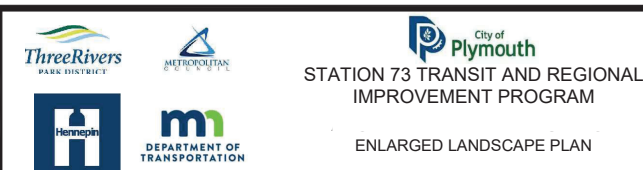
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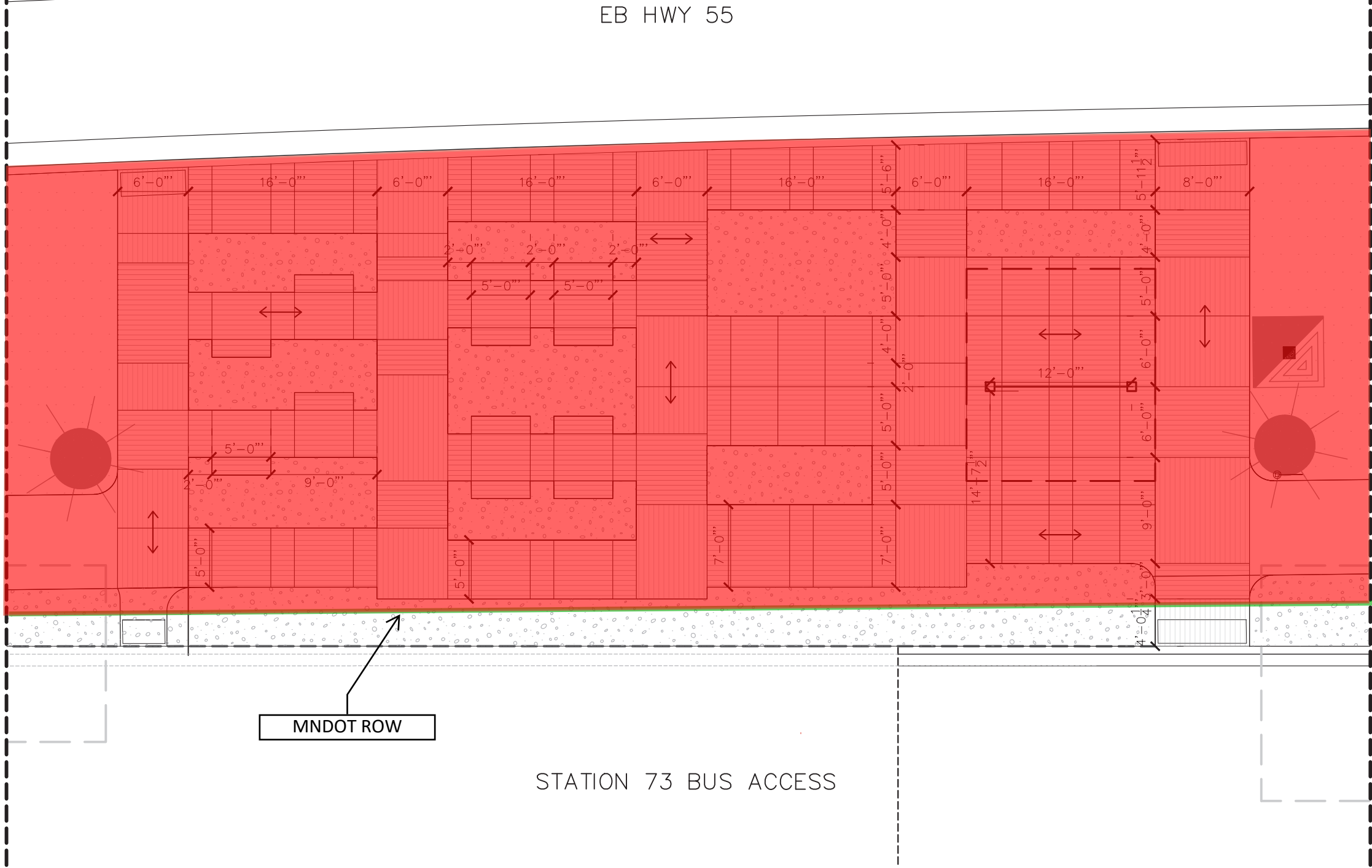
DATE: 11/20/2024 MN LIC. NO. BENJAMIN E. SPORER



CITY PROJECT	ST230003	SHEET NO.
SP 2723-149, SP 155-010-007		509
SP 155-080-002, SP 155-090-003,		
SP 027-673-010, SP 155-020-023,		
SP 155-169-002		612

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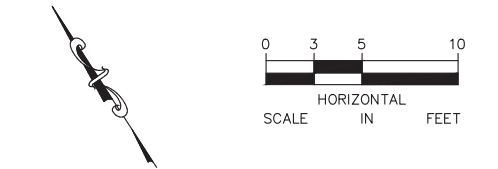
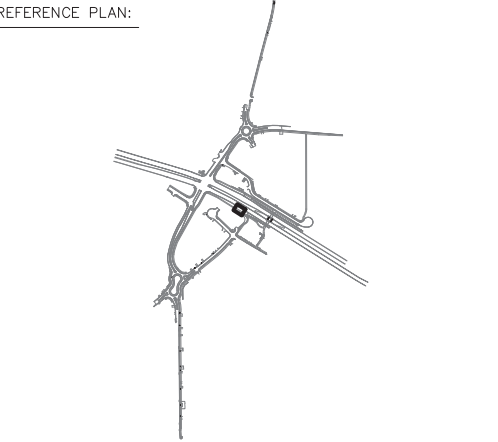
LUP 2723-0279 Exhibit A
Sheet 8 of 19



1 EB TRANSIT PLAZA SURFACING PLAN

- NOTES:
- A. ALL PLANTING BEDS AND TREES TO BE STAKED BY CONTRACTOR AND APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
 - B. CONTRACTOR RESPONSIBLE FOR LOCATING UTILITIES PRIOR TO PLANTING. UTILITY VAULT DEPTHS VARY. VERIFY PRIOR TO DIGGING.
 - C. ANY LANDSCAPE AREAS DISTURBED BY CONSTRUCTION NOT INDICATED ON REMOVAL PLANS SHALL BE REPLACED WITH IN-KIND LANDSCAPE MATERIAL AT THE DIRECTION OF THE LANDSCAPE ARCHITECT.
 - D. ALL PLANTING BEDS TO RECEIVE 3" OF DOUBLE SHREDDED HARDWOOD BARK MULCH UNLESS OTHERWISE SHOWN ON PLANS. MULCH TO BE INCIDENTAL TO PLANTING.
 - E. REFER TO SHEET 516 FOR FULL PLANT MATERIALS SCHEDULE AND GENERAL NOTES.

- LEGEND:
- CONCRETE JOINTING
 - SPECIAL CONCRETE REFER TO 255
 - MULCH
 - CONCRETE RAKING DIRECTION



No.	Date	Revisions	App.

90% PLAN SUBMITTAL

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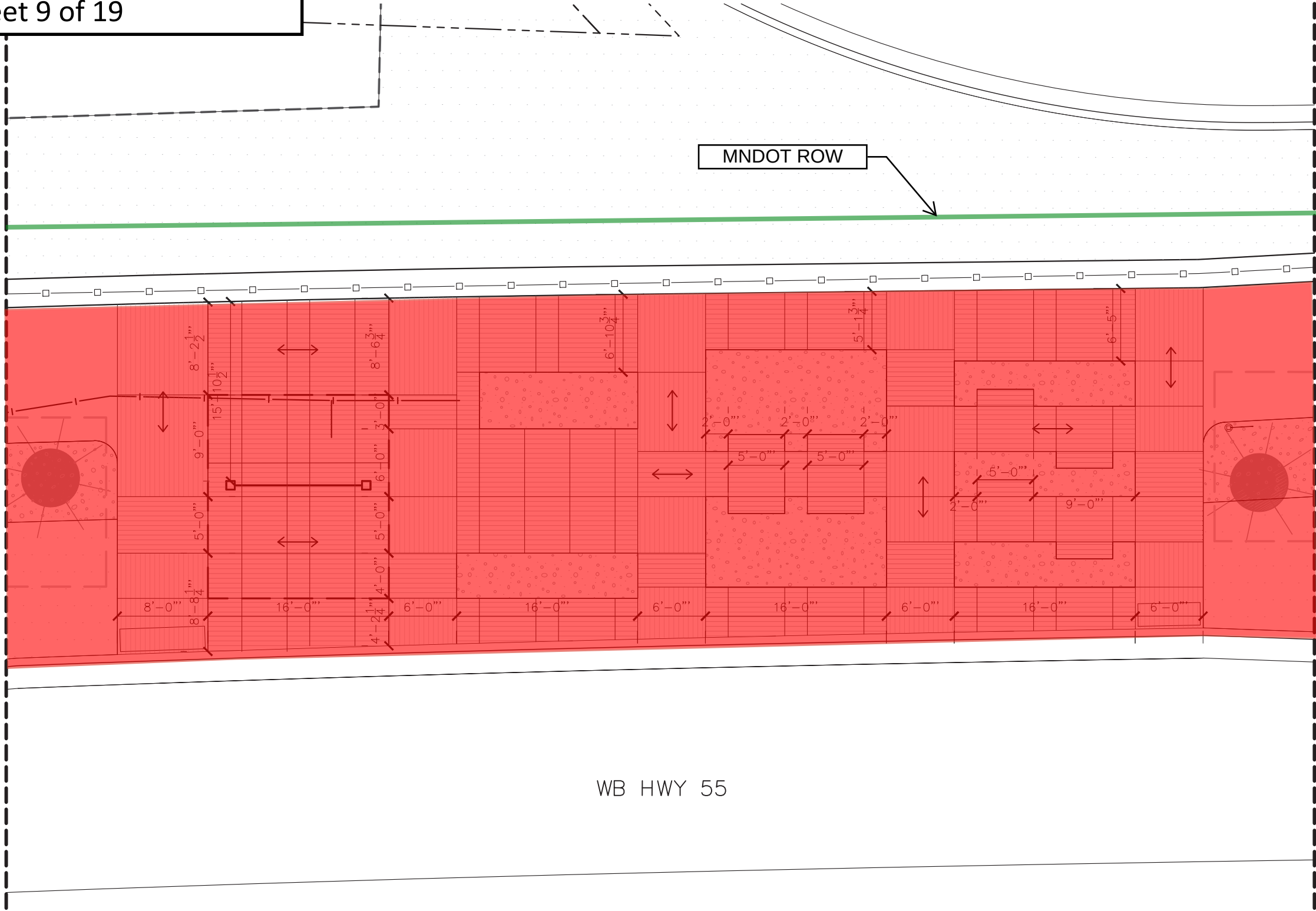
BENJAMIN E. SPORER
DATE: 11/20/2024 MN LIC. NO. BENJAMIN E. SPORER



City of Plymouth
STATION 73 TRANSIT AND REGIONAL IMPROVEMENT PROGRAM
HARDSCAPE SURFACING PLAN
EB HWY 55 AND STATION 73 BUS ACCESS

CITY PROJECT	ST230003	SHEET NO.	510
SP 2723-149, SP 155-010-007, SP 155-080-002, SP 155-090-003, SP 027-673-010, SP 155-020-023, SP 155-169-002			612

LUP 2723-0279 Exhibit A
Sheet 9 of 19

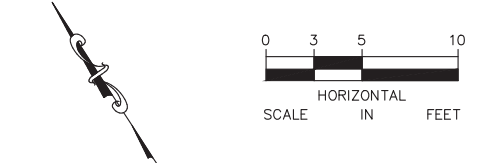
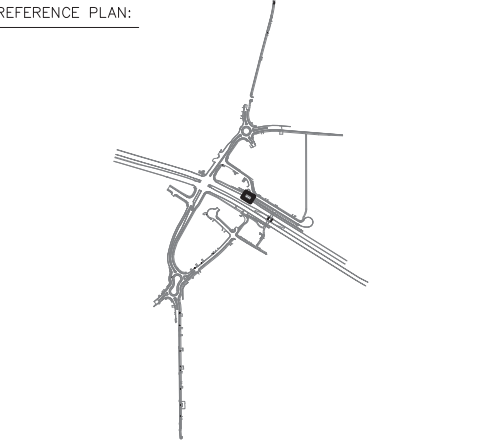


WB HWY 55

1 WB TRANSIT PLAZA SURFACING PLAN

- NOTES:
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 - B. CONTRACTOR RESPONSIBLE FOR LOCATING UTILITIES PRIOR TO PLANTING. UTILITY VAULT DEPTHS VARY. VERIFY PRIOR TO DIGGING.
 - C. ANY LANDSCAPE AREAS DISTURBED BY CONSTRUCTION NOT INDICATED ON REMOVAL PLANS SHALL BE REPLACED WITH IN-KIND LANDSCAPE MATERIAL AT THE DIRECTION OF THE LANDSCAPE ARCHITECT.
 - D. ALL PLANTING BEDS TO RECEIVE 3" OF DOUBLE SHREDDED HARDWOOD BARK MULCH UNLESS OTHERWISE SHOWN ON PLANS. MULCH TO BE INCIDENTAL TO PLANTING.
 - E. REFER TO SHEET 516 FOR FULL PLANT MATERIALS SCHEDULE AND GENERAL NOTES.

- LEGEND:
- CONCRETE JOINTING
 - SPECIAL CONCRETE REFER TO 255
 - MULCH
 - CONCRETE RAKING DIRECTION



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PROJECT NO.	160662010

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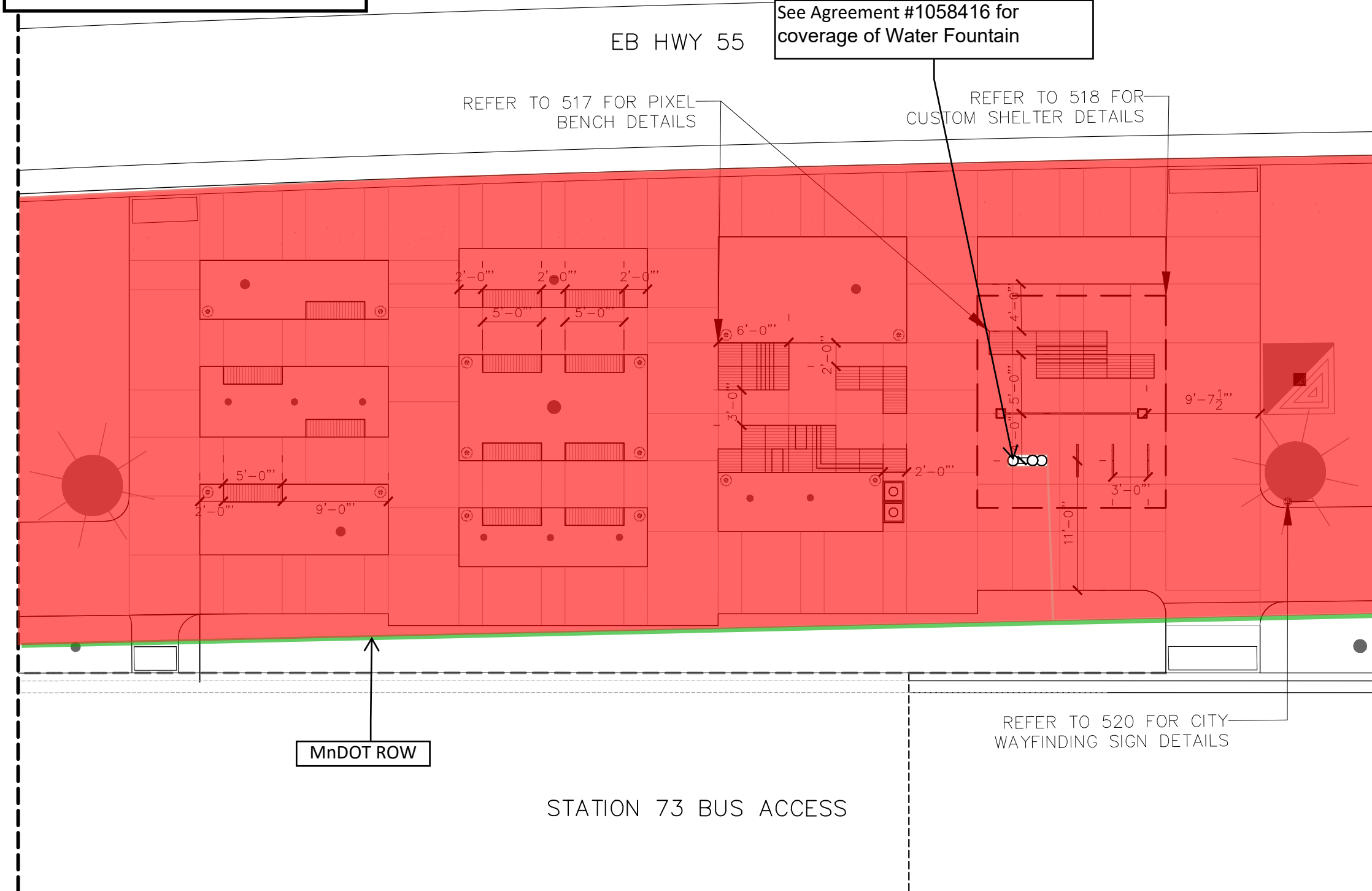
City of Plymouth
STATION 73 TRANSIT AND REGIONAL IMPROVEMENT PROGRAM
HARDSCAPE SURFACING PLAN
WB HWY 55

CITY PROJECT ST230003
SP 2723-149, SP 155-010-007
SP 155-080-002, SP 155-090-003,
SP 027-673-010, SP 155-020-023,
SP 155-169-002

SHEET NO.
511
612

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LUP 2723-0279 Exhibit A
Sheet 10 of 19



1 EB TRANSIT PLAZA FURNISHING PLAN

- NOTES:
- A. ALL PLANTING BEDS AND TREES TO BE STAKED BY CONTRACTOR AND APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
 - B. CONTRACTOR RESPONSIBLE FOR LOCATING UTILITIES PRIOR TO PLANTING. UTILITY VAULT DEPTHS VARY. VERIFY PRIOR TO DIGGING.
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 - E. REFER TO SHEET 516 FOR FULL PLANT MATERIALS SCHEDULE AND GENERAL NOTES.

- LEGEND:
- MDR DRINKING FOUNTAIN
 - MAGLIN TRASH RECEPTACLE
 - DERO BIKE RACK

REFERENCE PLAN:

SCALE: 0 3 5 10
HORIZONTAL IN FEET

No.	Date	Revisions	App.

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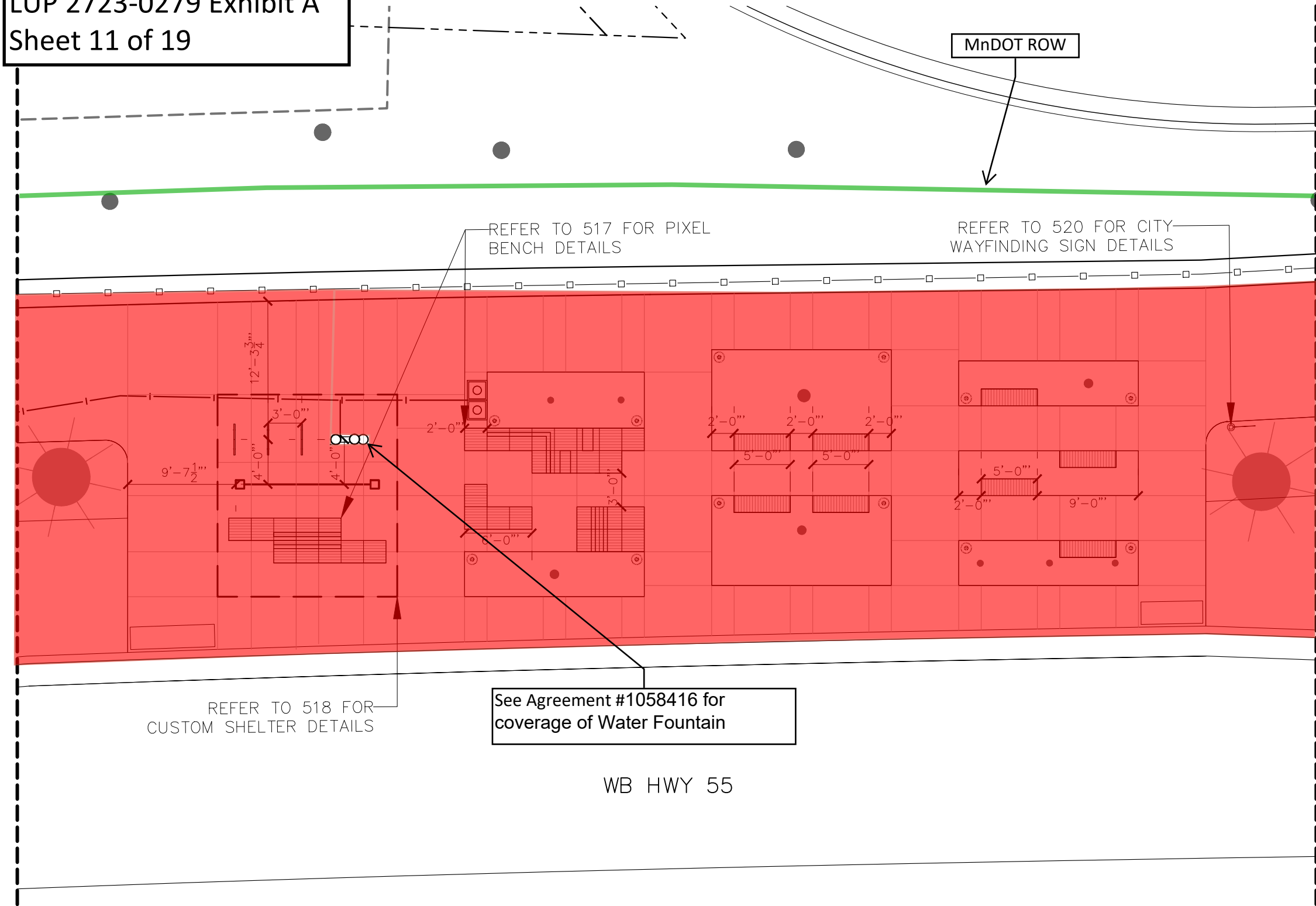
STATION 73 TRANSIT AND REGIONAL IMPROVEMENT PROGRAM

LANDSCAPE FURNISHING PLAN
EB HWY 55 AND STATION 73 BUS ACCESS

CITY PROJECT	ST230003	SHEET NO.	512
SP 2723-149, SP 155-010-007 SP 155-080-002, SP 155-090-003, SP 027-673-010, SP 155-020-023, SP 155-169-002		612	

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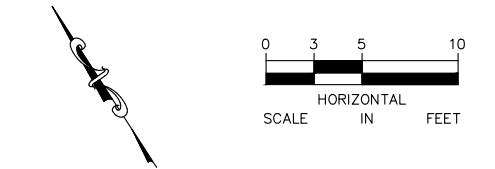
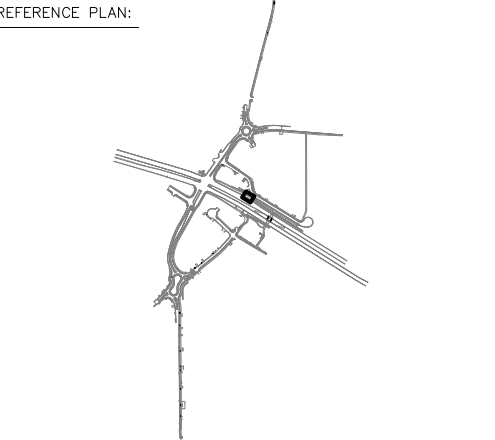
LUP 2723-0279 Exhibit A
Sheet 11 of 19



1 WB TRANSIT PLAZA FURNISHING PLAN

- NOTES:
- A. ALL PLANTING BEDS AND TREES TO BE STAKED BY CONTRACTOR AND APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
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- LEGEND:
- MDR DRINKING FOUNTAIN
 - MAGLIN TRASH RECEPTACLE
 - DERO BIKE RACK



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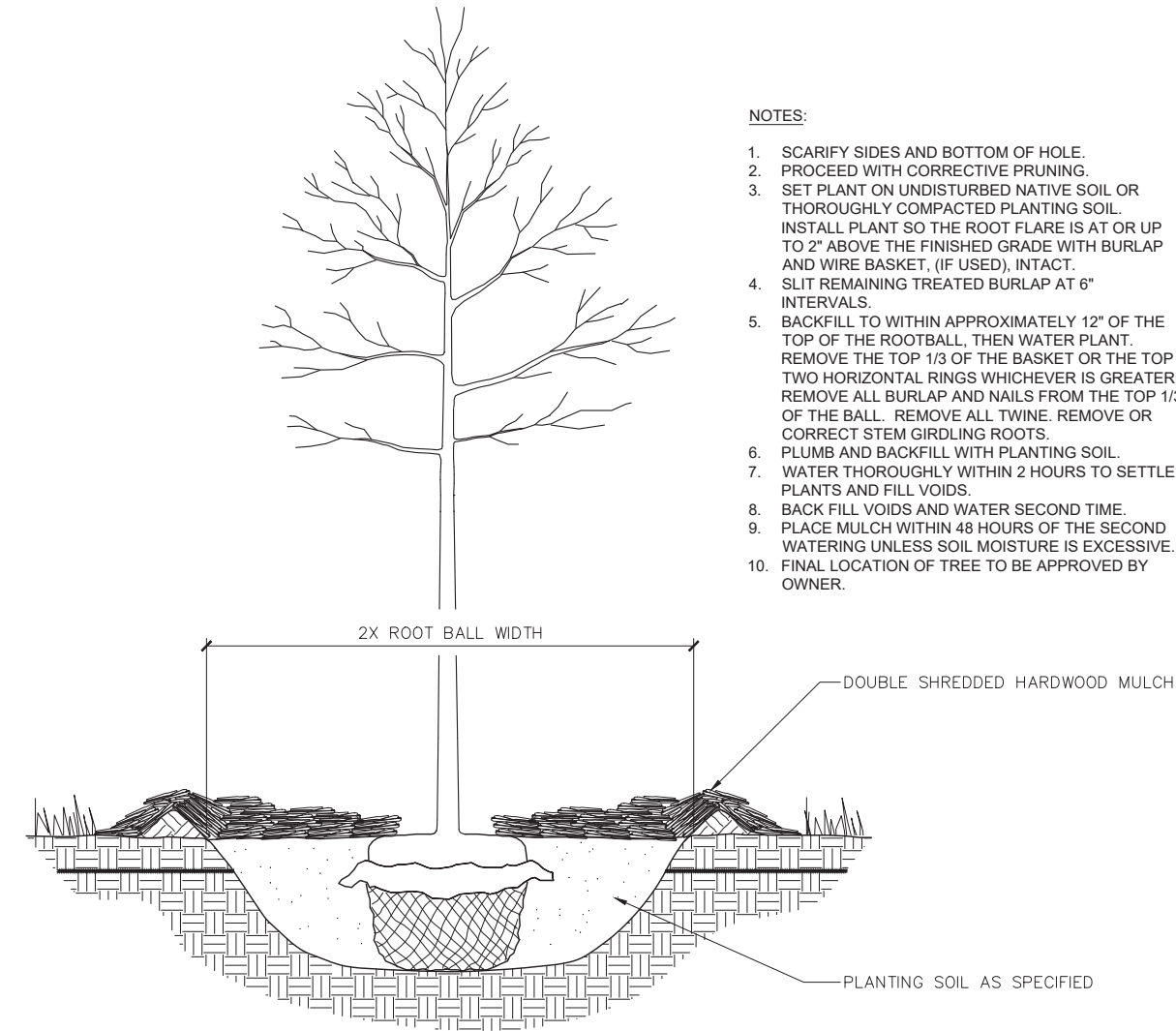
BENJAMIN E. SPORER
DATE: 11/20/2024 MN LIC. NO. BENJAMIN E. SPORER



City of Plymouth
STATION 73 TRANSIT AND REGIONAL IMPROVEMENT PROGRAM
LANDSCAPE DETAILS
WB HWY 55

CITY PROJECT	ST230003	SHEET NO.	513
SP 2723-149, SP 155-010-007, SP 155-080-002, SP 155-090-003, SP 027-673-010, SP 155-020-023, SP 155-169-002			612

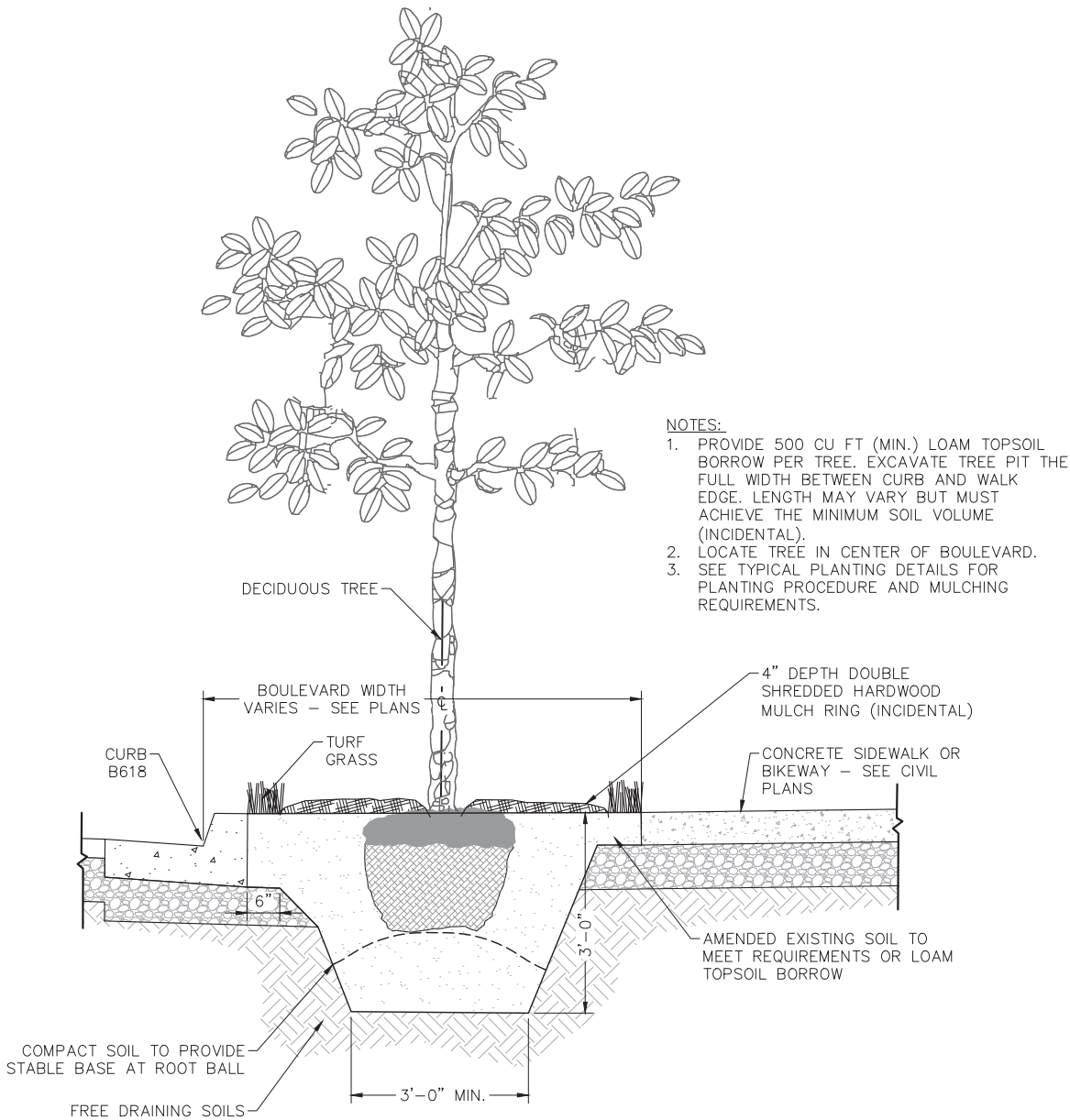
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- NOTES:
1. SCARIFY SIDES AND BOTTOM OF HOLE.
 2. PROCEED WITH CORRECTIVE PRUNING.
 3. SET PLANT ON UNDISTURBED NATIVE SOIL OR THOROUGHLY COMPACTED PLANTING SOIL. INSTALL PLANT SO THE ROOT FLARE IS AT OR UP TO 2" ABOVE THE FINISHED GRADE WITH BURLAP AND WIRE BASKET, (IF USED), INTACT.
 4. SLIT REMAINING TREATED BURLAP AT 6" INTERVALS.
 5. BACKFILL TO WITHIN APPROXIMATELY 12" OF THE TOP OF THE ROOTBALL, THEN WATER PLANT. REMOVE THE TOP 1/3 OF THE BASKET OR THE TOP TWO HORIZONTAL RINGS WHICHEVER IS GREATER. REMOVE ALL BURLAP AND NAILS FROM THE TOP 1/3 OF THE BALL. REMOVE ALL TWINE. REMOVE OR CORRECT STEM GIRDLING ROOTS.
 6. PLUMB AND BACKFILL WITH PLANTING SOIL.
 7. WATER THOROUGHLY WITHIN 2 HOURS TO SETTLE PLANTS AND FILL VOIDS.
 8. BACK FILL VOIDS AND WATER SECOND TIME.
 9. PLACE MULCH WITHIN 48 HOURS OF THE SECOND WATERING UNLESS SOIL MOISTURE IS EXCESSIVE.
 10. FINAL LOCATION OF TREE TO BE APPROVED BY OWNER.

1 TREE PLANTING
1" = 1'-0"

TWC-160-662-014-65



- NOTES:
1. PROVIDE 500 CU FT (MIN.) LOAM TOPSOIL BORROW PER TREE. EXCAVATE TREE PIT THE FULL WIDTH BETWEEN CURB AND WALK EDGE. LENGTH MAY VARY BUT MUST ACHIEVE THE MINIMUM SOIL VOLUME (INCIDENTAL).
 2. LOCATE TREE IN CENTER OF BOULEVARD.
 3. SEE TYPICAL PLANTING DETAILS FOR PLANTING PROCEDURE AND MULCHING REQUIREMENTS.

2 TREE PLANTING IN BOULEVARD
1" = 1'-0"

TWC-160-662-014-08

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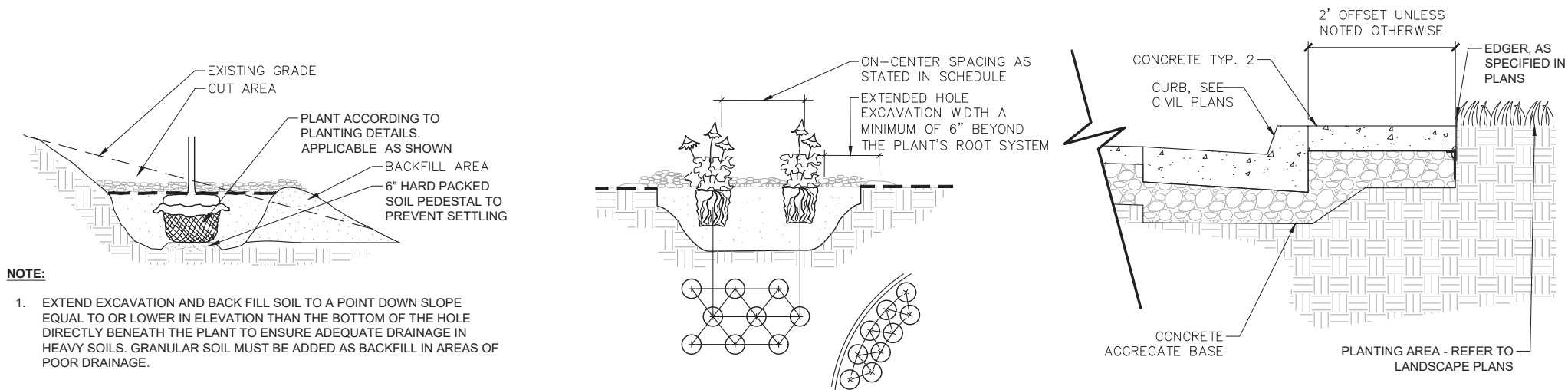
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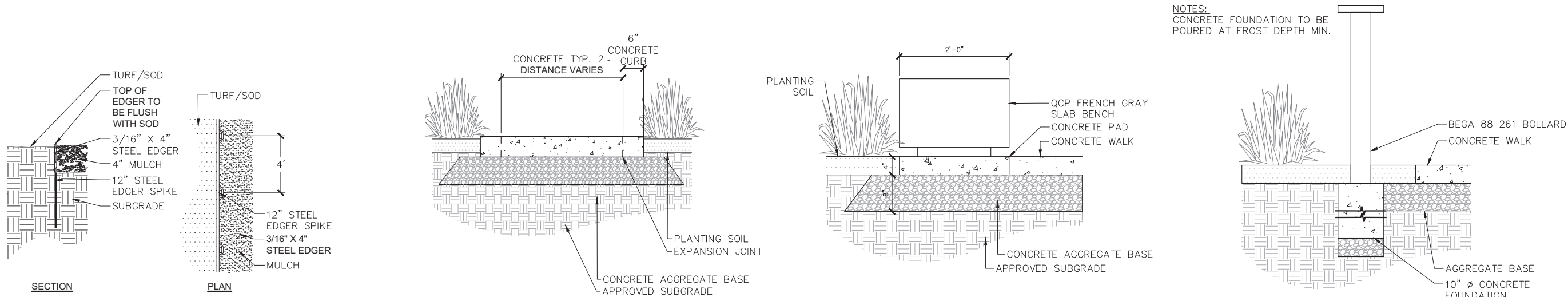
LUP 2723-0279 Exhibit A
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1 STEEP SLOPE PLANTING N.T.S. TWC-160-662-014-03

2 SHRUB/PERENNIAL PLANTING 3/4" = 1'-0" TWC-160-662-014-01

3 CONCRETE MAINTENANCE EDGE N.T.S. TWC-160-662-014-01



4 STEEL EDGER N.T.S. TWC-160-662-014-20

5 ROCK SURFACING - CONCRETE CHANNEL 3/4" = 1'-0" TWC-160-662-014-62

6 BENCH PLACEMENT ON CONCRETE BASE 1" = 1'-0" TWC-160-662-014-63

7 BOLLARD LIGHTING 1" = 1'-0" TWC-160-662-014-66

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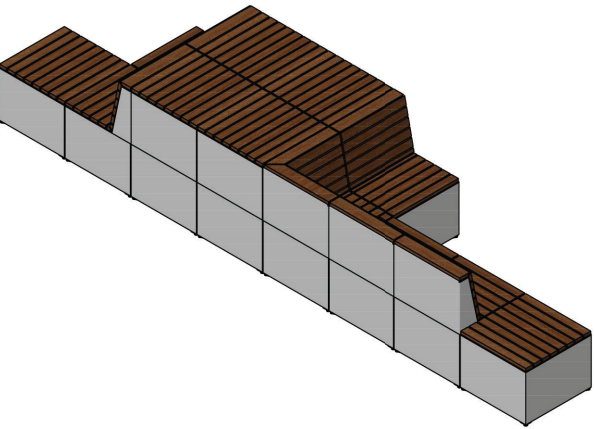
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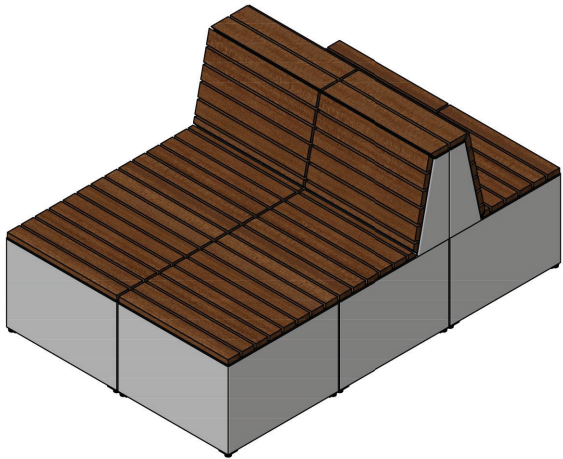
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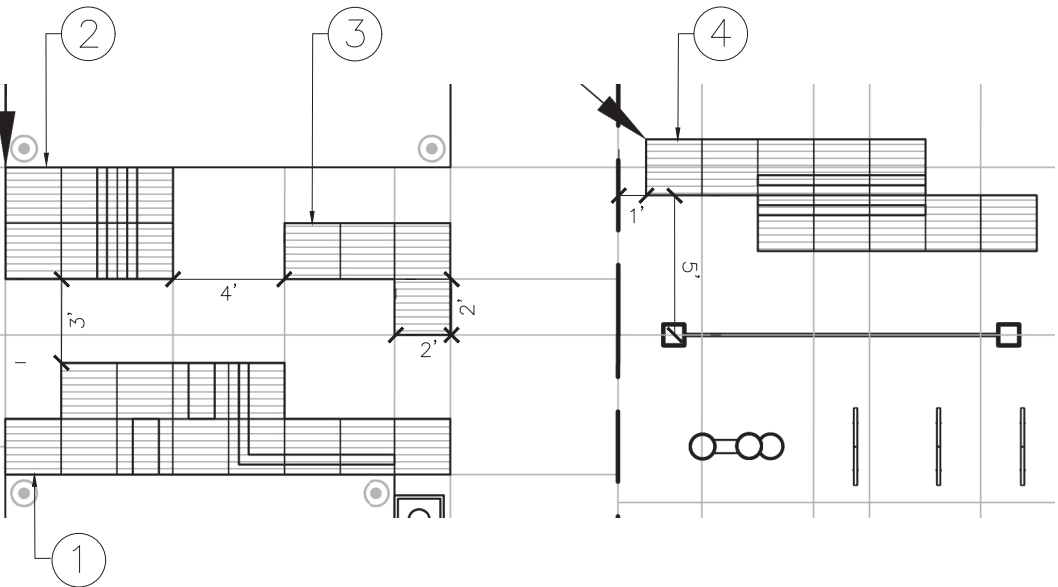
ITEM	QTY	DESCRIPTION	MODELNUMBER
1	36	PIXEL PANEL, TALL, INTERIOR	MPF-2200-00003
2	28	PIXEL PANEL, TALL, EXTERIOR	MPF-2200-00001
3	1	PIXEL SEAT, IPE WOOD, SQ PROFILE, CORNER, STANDARD BACK	MPF-2200-00141
4	48	PIXEL FOOT, LEVELLING ASSY	MPF-2200-00033
5	4	PIXEL TOP, TASH WOOD, REC PROFILE	MPF-2200-00028
6	5	PIXEL SEAT, TASH WOOD, REC PROFILE, STRAIGHT BACK	MPF-2200-00036
7	1	PIXEL SITE ASSEMBLY HARDWARE	MAC-9999-00093

① PIXEL BENCH – TYPE 1

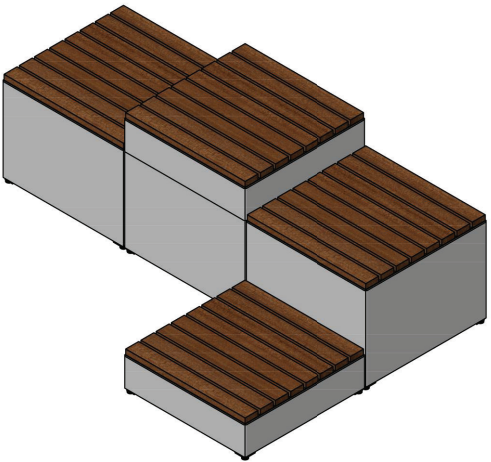


ITEM	QTY	DESCRIPTION	MODELNUMBER
1	14	PIXEL PANEL, TALL, INTERIOR	MPF-2200-00003
2	10	PIXEL PANEL, TALL, EXTERIOR	MPF-2200-00001
3	24	PIXEL FOOT, LEVELLING ASSY	MPF-2200-00033
4	2	PIXEL TOP, TASH WOOD, REC PROFILE	MPF-2200-00028
5	4	PIXEL SEAT, TASH WOOD, REC PROFILE, STRAIGHT BACK	MPF-2200-00036
6	1	PIXEL SITE ASSEMBLY HARDWARE	MAC-9999-00093

② PIXEL BENCH – TYPE 2

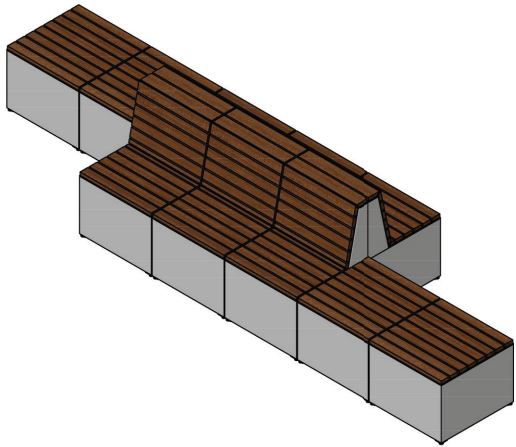


○ MAGLIN SITE FURNITURE – PIXEL LAYOUT



ITEM	QTY	DESCRIPTION	MODELNUMBER
1	1	PIXEL PANEL, SHORT, INTERIOR	MPF-2200-00007
2	5	PIXEL PANEL, TALL, INTERIOR	MPF-2200-00003
3	7	PIXEL PANEL, SHORT, EXTERIOR	MPF-2200-00005
4	7	PIXEL PANEL, TALL, EXTERIOR	MPF-2200-00001
5	16	PIXEL FOOT, LEVELLING ASSY	MPF-2200-00033
6	4	PIXEL TOP, TASH WOOD, REC PROFILE	MPF-2200-00028
7	1	PIXEL SITE ASSEMBLY HARDWARE	MAC-9999-00093

③ PIXEL BENCH – TYPE 3



ITEM	QTY	DESCRIPTION	MODELNUMBER
1	22	PIXEL PANEL, TALL, INTERIOR	MPF-2200-00003
2	18	PIXEL PANEL, TALL, EXTERIOR	MPF-2200-00001
3	40	PIXEL FOOT, LEVELLING ASSY	MPF-2200-00033
4	4	PIXEL TOP, TASH WOOD, REC PROFILE	MPF-2200-00028
5	6	PIXEL SEAT, TASH WOOD, REC PROFILE, STRAIGHT BACK	MPF-2200-00036
6	1	PIXEL SITE ASSEMBLY HARDWARE	MAC-9999-00093

④ PIXEL BENCH – TYPE 4

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PHONE: 651-645-4197
WWW.KIMLEY-HORN.COM

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.

BENJAMIN E. SPORER
DATE: 11/20/2024 MN LIC. NO. BENJAMIN E. SPORER



City of Plymouth
STATION 73 TRANSIT AND REGIONAL IMPROVEMENT PROGRAM
LANDSCAPE DETAILS

CITY PROJECT ST230003
SP 2723-149, SP 155-010-007, SP 155-080-002, SP 155-090-003, SP 027-673-010, SP 155-020-023, SP 155-169-002

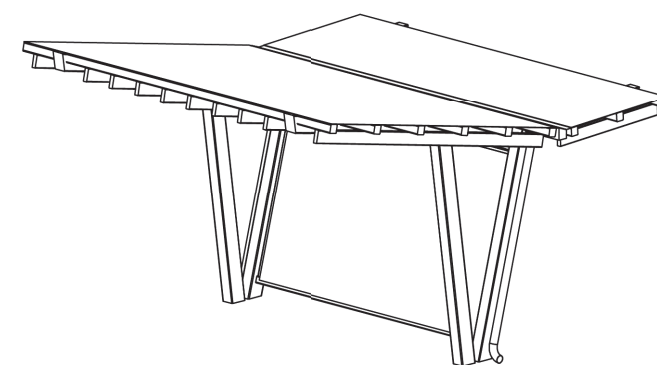
SHEET NO.
517
612

1. SEMI-CUSTOM SHADE STRUCTURE, PROVIDED BY POLIGON. PROVIDE FULL DESIGN DRAWINGS FOR REVIEW, SEE SPECIFICATIONS.
2. STEEL STRUCTURE, PAINTED SLATE, POLYCARBONATE ROOF, WOOD SLATS UNDERSIDE, LED STRIP LIGHTING UNDERSIDE OF ROOF SUPPORTS, PERFORATED ALUMINUM PANEL WINDSCREEN.
3. FOUNDATION DETAILS. SEE STRUCTURAL

16'-0"

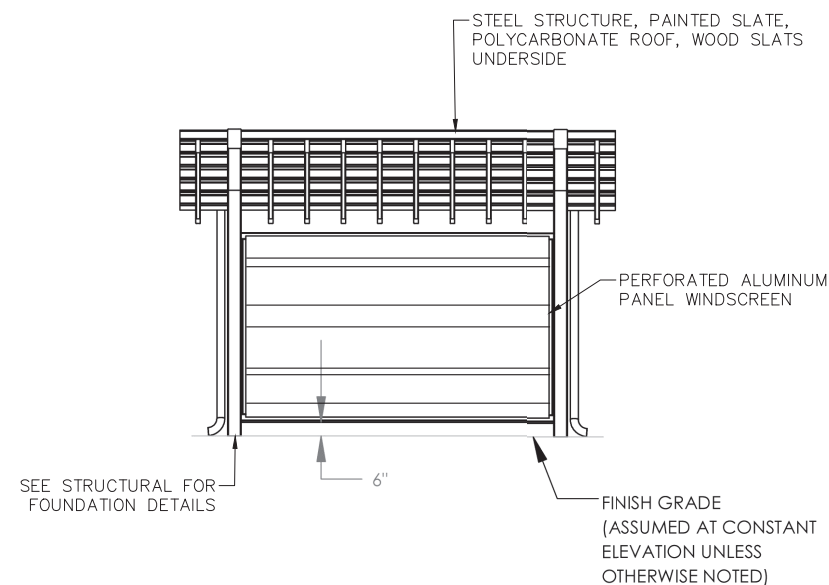
18'-0"

POLYCARBONATE ROOF

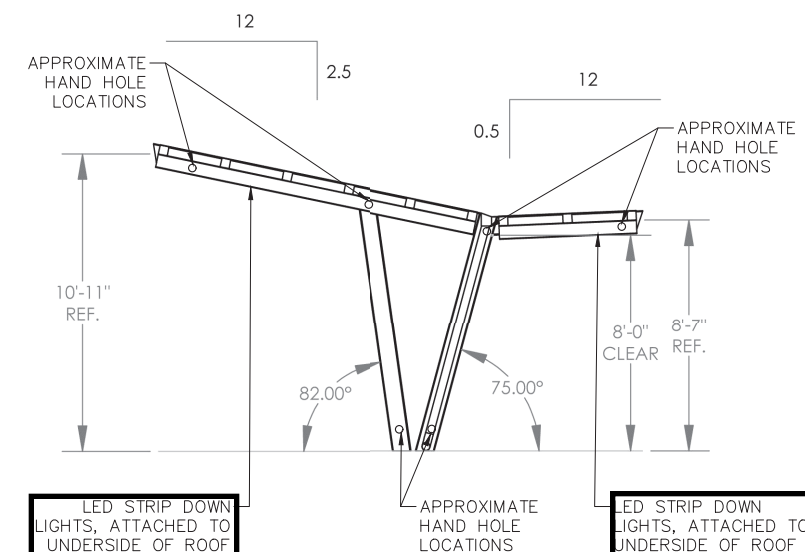
ISOMETRIC VIEW

See Agreement #1058416 for coverage of lighting

TOP VIEW



FRONT VIEW



SIDE VIEW

See Agreement #1058416 for coverage of lighting

See Agreement #1058416 for coverage of lighting

POLIGON – CUSTOM SHELTER

No.	Date	Revisions	App.	DRAWING NAME
				H55-LA-URD-Plan-DTL.dwg
				DESIGNED BY: SMH & ECW
				DRAWN BY: ECW
				CHECKED BY: BES
				DATE: 11/20/2024
				PROJECT NO. 160662010

Kimley»»Horn
767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE: 651-645-4197
WWW.KIMLEY-HORN.COM

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.

BENJAMIN E. SPORER

DATE: 11/20/2024 MN LIC. NO. BENJAMIN E. SPORER




**STATION 73 TRANSIT AND REGIONAL
IMPROVEMENT PROGRAM**

LANDSCAPE DETAILS

CITY PROJECT	ST230003
SP 2723-149, SP 155-010-007	
SP 155-080-002, SP 155-090-003	
SP 027-673-010, SP 155-020-023	
SP 155-169-002	

SHEET NO.
518



K:\TIME_Giving\City of Plymouth\STATION 73 TRIP\GAD\Plan Sheets\TH55-LA-URD-Plan-DTL.dwg November 21, 2024 = 11:15am

No.	Date	Revisions	App.

90% PLAN SUBMITTAL

DRAWING NAME	TH55-LA-URD-Plan-DTL.dwg
DESIGNED BY:	SMH & ECW
DRAWN BY:	ECW
CHECKED BY:	BES
DATE:	11/20/2024
PROJECT NO.	160662010

Kimley»Horn
767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE: 651-645-4197
WWW.KIMLEY-HORN.COM

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BENJAMIN E. SPORER
DATE: 11/20/2024 MN LIC. NO. BENJAMIN E. SPORER



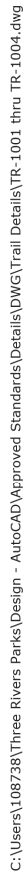
**STATION 73 TRANSIT AND REGIONAL IMPROVEMENT PROGRAM**

LANDSCAPE DETAILS

CITY PROJECT	ST230003
SP 2723-149, SP 155-010-007, SP 155-080-002, SP 155-090-003, SP 027-673-010, SP 155-020-023, SP 155-169-002	

SHEET NO.
520
612

K:\TWC_Civil\City\PLYMOUTH\STATION 73 TRIP\CAD\Plan Sheets\TH55=LA=URD=Plan=DTL.dwg 2024 = 11:15am November 21,



Three Rivers
PARK DISTRICT
DEPARTMENT OF DESIGN
LANE NORTH 763-559-
MINNESOTA 55441 763-5-

0%	PLAN SUBMITTAL	
----	----------------	--

DRAWING NAME	
H55-LA-URD-Plan-DTL.dwg	
DESIGNED BY:	SMH & ECW
DRAWN BY:	ECW
CHECKED BY:	BES
DATE:	11/20/2024
PROJECT NO.	160662010

767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE: 651-645-4197
WWW.KIMLEY-HORN.COM

BENJAMIN E. SPORER
DATE: 11/20/2024 MN LIC. NO. BENJAMIN E. SPORER

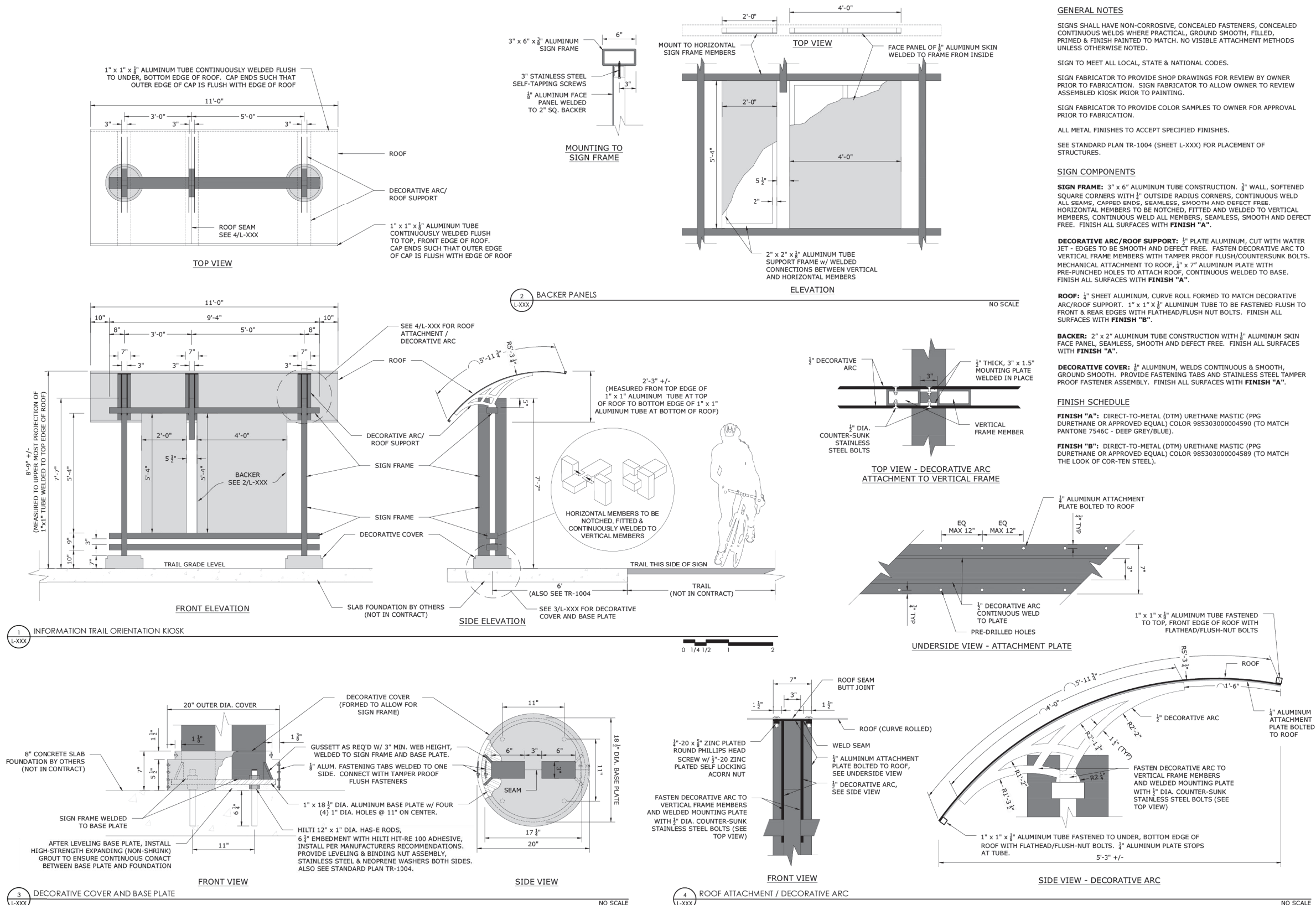


STATION 73 TRANSIT AND REGIONAL
IMPROVEMENT PROGRAM

LANDSCAPE DETAILS

SP 2723-149, SP 155-010-007
SP 155-080-002, SP 155-090-003,
SP 027-673-010, SP 155-020-023,
SP 155-169-002

612



○ TRAIL SYSTEM KIOSKS

No.	Date	Revisions	App.	DRAWING NAME
				H55-LA-URD-Plan-DTL.dwg
				DESIGNED BY: SMH & ECW
				DRAWN BY: ECW
				CHECKED BY: BES
				DATE: 11/20/2024
				PROJECT NO. 16066201

Kimley»»Horn
767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE: 651-645-4197
WWW.KIMLEY-HORN.COM

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION
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LICENSED PROFESSIONAL ENGINEER UNDER THE
LAWS OF THE STATE OF MINNESOTA.

BENJAMIN E. SPORER

DATE: 11/20/2024 MN LIC. NO. BENJAMIN E. SPORER



 **City of
Plymouth**

**STATION 73 TRANSIT AND REGIONAL
IMPROVEMENT PROGRAM**

LANDSCAPE DETAILS

CITY PROJECT	ST230003
SP 2723-149, SP 155-080-002, SP 027-673-010, SP 155-169-002	155-010-007 155-090-003, 155-020-023,

SHEET NO.
522
612

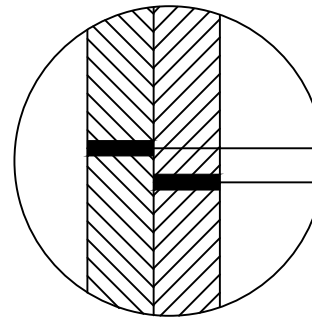
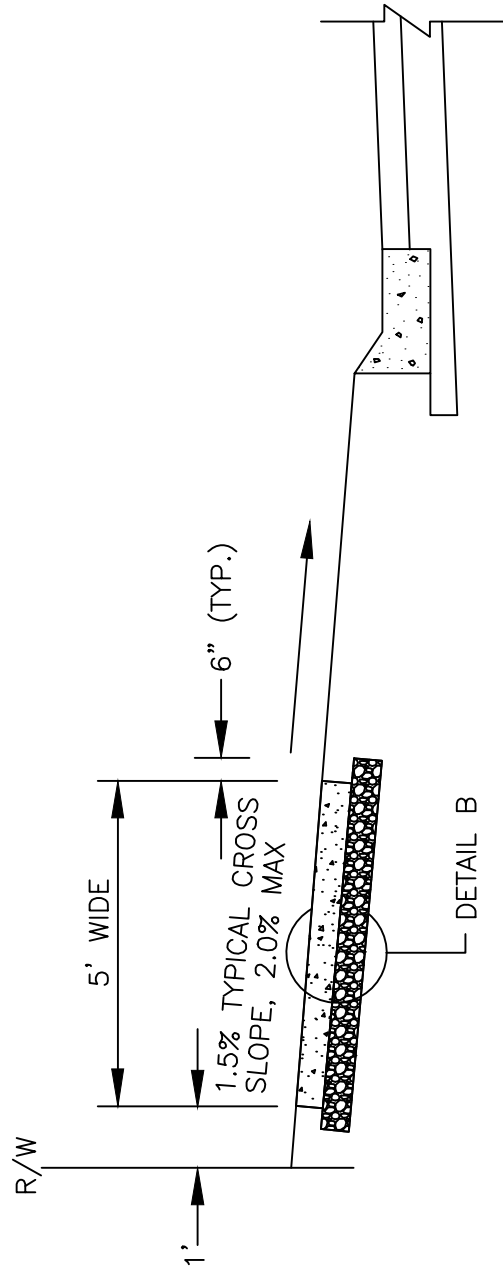


STANDARD DETAILS
CONCRETE WALK SECTION
CITY OF PLYMOUTH

PUBLISHED
1-24

CITY PL. NO.
STRT-10
REVISED

LUP 2723-0279 Exhibit A
Sheet 19 of 19



DETAIL B

MN/DOT SPEC. 2461.2 4", 6" OR
8" THICK CONC. WALK (MIX 3F52)
4" AGG. BASE CL 5 (100% CRUSHED)

NOTES:

1. MIN 6" THICK CONCRETE SIDEWALK AT ALL RESIDENTIAL DRIVEWAYS AND 8" THICK AT ALL COMMERCIAL DRIVEWAYS.
2. PLACE PEDESTRIAN CURB RAMPS AT ALL INTERSECTIONS.
3. PROVIDE EXPANSION JOINT MATERIAL AT 100' MAX SPACING AND 6' SPACING FOR CONTRACTION JOINTS (SAWCUT).
4. PROVIDE EXPANSION JOINT MATERIAL ALONG BOTH EDGES OF WALK, WHERE WALK IS CONTAINED BETWEEN FIXED OBJECTS.
5. JOINT SPACING SHALL BE EVERY 6'.
6. PLYMOUTH CITY CODE 524.05 SUBD. 1 (J) REQUIRES THAT "SIDEWALKS AND TRAILS SHALL BE INSTALLED AT THE TIME A STREET IS CONSTRUCTED".
7. THE PROFILE GRADE OF THE SIDEWALK SHALL NOT EXCEED THE GRADE OF THE ADJACENT ROADWAY UNLESS AUTHORIZED BY THE CITY ENGINEER.
8. THERE SHALL BE A 2' CLEAR ZONE AT A MAXIMUM 2% CROSS SLOPE ON EITHER SIDE OF THE WALK.

CITY OF PLYMOUTH

RESOLUTION No. 2025-134

RESOLUTION APPROVING COOPERATIVE AGREEMENT AND LIMITED USE PERMIT FOR THE STATION 73 TRIP PROJECT (ST230003)

WHEREAS, the city received a federal RAISE grant in the amount of \$15 million;
and

WHEREAS, the city has agreed to build and pave a portion of MnDOT's Highway
55 within the project limits; and

WHEREAS, this agreement reflects the financial contribution from MnDOT to the
city; and

WHEREAS, Cooperative Agreement No. 1058416 is a four-party agreement
between the City of Plymouth, MnDOT, Three Rivers Park District, and Hennepin
County; and

WHEREAS, MnDOT requires a limited use permit (LUP # 2723-0279) for this
project.

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

1. The City of Plymouth enters into MnDOT Agreement No. 1058416 with the State of Minnesota, Department of Transportation to provide for payment by the state to the city of the state's share of the costs of the roadway construction and other associated construction to be performed upon, along and adjacent to Trunk Highway No. 55 from 1000 feet west of CSAH 73 to 2000 feet east of CSAH 73 within the corporate City limits under State Project No. 2723-149; and further identifies responsibilities of all agencies that are a party to said agreement.
2. The City of Plymouth enters into Limited Use Permit # 2723-0279 with MnDOT related to this project.
3. The Public Works Director, or designee, is authorized and directed to finalize the terms of the Agreements with MnDOT.
4. The Mayor and City Manager are authorized to execute the Agreement and any amendments to the Agreement.

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

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 13th day of May, 2025, as shown by the minutes of the meeting in my possession.

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

Notary Public _____

My Commission Expires _____

NOTARY
STAMP

(Signature)

(Type or Print Name)

(Title)

To: Dave Callister, City Manager

Prepared by: Sonya Rippe, Project Supervisor

Reviewed by: Jennifer Tomlinson, Parks and Recreation Director

Item: **Approve replacement of the East Medicine Lake Playground Cube Tower and playground surfacing (PR250004)**

1. Action Requested:

Adopt the attached resolution approving the replacement of the East Medicine Lake Playground Cube Tower and playground surfacing (PR250004).

2. Background:

East Medicine Lake Playground was replaced in 2018. The cube tower was manufactured by Playworld Systems, while the remainder of the playground was manufactured by Kompan. The cube tower has had safety issues that have not been addressed by the manufacturer or vendor since it was installed. Due to safety concerns, staff recommends replacing the cube tower with a Kompan tower. This is a direct purchase from Kompan through OMNIA Partners Contract #2017001135.

Replacing the tower will allow the opportunity to address surfacing issues in the 5-12 age container. This container has engineered wood fiber and poured-in-place as the surfacing. To be more inclusive, staff recommend moving to all poured-in-place surfacing.

Quotes for playground surface installation were received from sofSurfaces for \$143,720.28 and Albrecht Company for \$142,450.

Staff believes that Kompan and Albrecht Company are capable of completing this project. If this project is awarded, construction is slated to begin in late August/early September 2025.

3. Budget Impact:

This project is included in the 2025-2034 Capital Improvement Plan for park replacement. Kompan's quote was \$216,685.61 for the tower and installation; Albrecht Company's quote for surfacing was \$142,450 along with a contingency of \$7,122.50. The total cost is projected at \$366,258.11 to be funded by the Park Replacement Fund.

4. Attachments:

1. Site Plan
2. Kompan Quote
3. Albrecht Company Quote
4. sofSurfaces Quote
5. Kompan Agreement
6. Albrecht Company Agreement
7. City Council Resolution 2025-135

LOCATION AND DETAILS OF EXISTING OR THIRD PARTY EQUIPMENT MUST BE CONFIRMED BY OWNER/OPERATOR TO ENSURE COMPLIANCE

ADA ACCESSIBLE PATH TO SITE IS REQUIRED, PER 2010 ADA STANDARDS (SECTION 206)

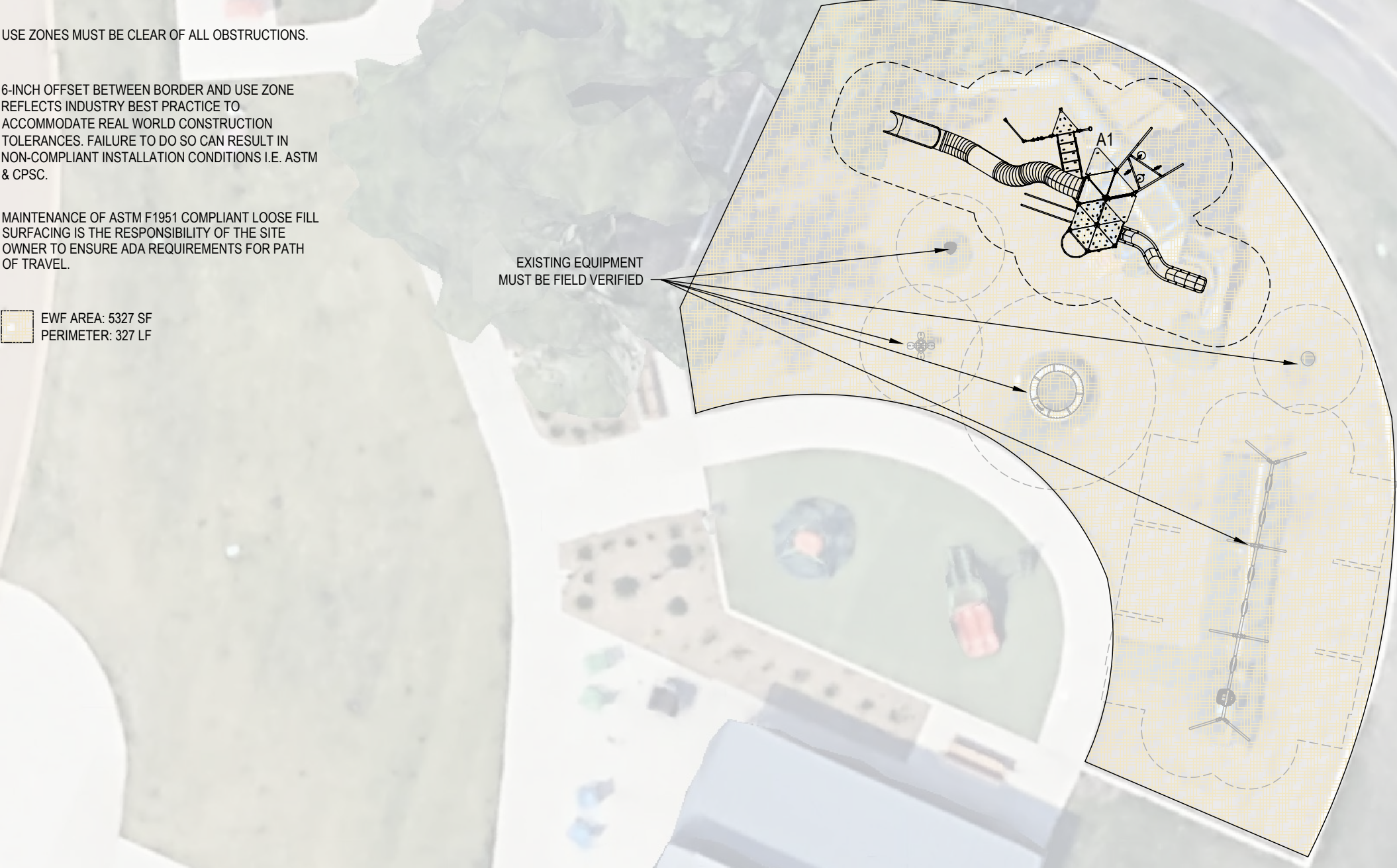
USE ZONES MUST BE CLEAR OF ALL OBSTRUCTIONS.

6-INCH OFFSET BETWEEN BORDER AND USE ZONE REFLECTS INDUSTRY BEST PRACTICE TO ACCOMMODATE REAL WORLD CONSTRUCTION TOLERANCES. FAILURE TO DO SO CAN RESULT IN NON-COMPLIANT INSTALLATION CONDITIONS I.E. ASTM & CPSC.

MAINTENANCE OF ASTM F1951 COMPLIANT LOOSE FILL SURFACING IS THE RESPONSIBILITY OF THE SITE OWNER TO ENSURE ADA REQUIREMENTS FOR PATH OF TRAVEL.

EWF AREA: 5327 SF
PERIMETER: 327 LF

EXISTING EQUIPMENT
MUST BE FIELD VERIFIED



#	Product Number	Product Name	M.F.H.	Count
A	PCT110931-CUSTOM_20353664	Custom Modern Giant L	94"	1

City of Plymouth
East Med Lake Park
1740 E Medicine Lake Blvd
Minneapolis, MN
Site Plan



MANUFACTURER'S SHOP DRAWING:

FOR USE BY CONTRACTOR, ENGINEER, OR DESIGN PROFESSIONAL OF RECORD. SEE SIGNED SALES PROPOSAL FOR COMPLETE SCOPE TO BE PROVIDED BY KOMPAN OR REPRESENTING AGENCY. CONFIRM FINAL PLAN AND SCOPE WITH KOMPAN SALES REP OR PROJECT MANAGER PRIOR TO USE FOR REVIEW, PERMITTING, OR CONSTRUCTION.

TO BE READ CONTINGENTLY WITH KOMPAN'S STANDARDS FOR SITE PREPARATION, MATERIALS AND INSTALLATION PROCESSES. PROVIDED AFTER EQUIPMENT PURCHASE. A COMPLIANT PLAYGROUND TO KOMPAN'S STANDARDS MUST SATISFY ALL REQUIREMENTS IN THE CODE OF CONDUCT.

SLAB BY OTHERS UNLESS OTHERWISE NOTED. FOR SURFACE MOUNT OPTIONS, THE CONCRETE REQUIREMENTS MAY BE UP TO 51/2\"/>

SALES REPRESENTATIVE			SHEET
John Enger			K1.0
REVIEW BY	DRAWN BY	DATE	
DESIGN	HanGon	3/10/25	
REV. NO.	REV. BY	REV. DATE	REVISION NOTES
-	-	-	-

LAYOUT IS IN ACCORDANCE WITH ASTM F1487

Sales Proposal

City of Plymouth (MN)
Sonya Rippe
3400 Plymouth Boulevard
Plymouth, MN 55447

Quote No. SP149134-5
Customer No. 440357
Document Date 04/22/2025
Expiration Date 06/21/2025

Sales Representative John Engfer
Email JohEng@Kompan.com

Project Name US300958 City of Plymouth- East Medicine Lake Park

No.	Description	Qty Unit	Unit Price	Discount %	Net Price
	OMNIA Partners Contract #2017001135				
	<u>Equipment</u>				
<u>PCT110931-CUSTOM</u>	GIANT L MODERN 20353664	1 Pieces	132,830.00	40.00	79,698.00
					
FREIGHT	Freight	1 Pieces	7,945.95		7,945.95
INSTALL SPECIAL	Installation of Kompan Equipment, Demo of Existing Structure	1 Pieces	135,833.33	5.00	129,041.66

Sales Proposal

City of Plymouth (MN)
Sonya Rippe
3400 Plymouth Boulevard
Plymouth, MN 55447

Quote No. SP149134-5
Customer No. 440357
Document Date 04/22/2025
Expiration Date 06/21/2025

Sales Representative John Engfer
Email JohEng@Kompan.com

Project Name US300958 City of Plymouth- East Medicine Lake Park

No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
-----	-------------	-----	------	------------	------------	-----------

Notes

Please read attached General Assumptions and Exclusion document for information on Install/Sitework.

Excludes sitework, products, & services not listed.

Assumes site to be accessible & install ready.

Please allow 13-15 weeks for product delivery upon order placement.

Equipment is as per "City of Plymouth" Site Plan version "K1.0" - dated 3/10/2025

If surfacing is PIP, EPDM Protectors are required and need to be quoted.

Qty 4 A870180-06 is \$23.00 per unit. (if applicable)

Description	Qty	Retail Price	Discount	Net Price
No. of Products	1			
Subtotal - Products		132,830.00	53,132.00	79,698.00
Subtotal - Installation		135,833.33	6,791.67	129,041.66
Subtotal - Freight		7,945.95		7,945.95
Total USD				216,685.61

Sales Proposal

City of Plymouth (MN)
Sonya Rippe
3400 Plymouth Boulevard
Plymouth, MN 55447

Quote No. SP149134-5
Customer No. 440357
Document Date 04/22/2025
Expiration Date 06/21/2025

Sales Representative John Engfer
Email JohEng@Kompan.com

Project Name US300958 City of Plymouth- East Medicine Lake Park

Business Agreement OMNIA Partners Contract
Payment Terms 50% Prepayment , 50% Net 30 days

Installation Site Address

East Medicine Lake Park
1740 E Medicine Lake Blvd
Minneapolis, MN 55441

Sales Proposal

City of Plymouth (MN)
Sonya Rippe
3400 Plymouth Boulevard
Plymouth, MN 55447

Quote No. SP149134-5
Customer No. 440357
Document Date 04/22/2025
Expiration Date 06/21/2025

Sales Representative John Engfer
Email JohEng@Kompan.com

Project Name US300958 City of Plymouth- East Medicine Lake Park

Note that the color and texture of products and surfacing made with recycled content are subjected by the differences from the used recycled raw materials. Therefore, minor differences in the appearance and texture can occur.
Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability. Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within this Master Agreement, which is hereby acknowledged.
Acceptance of this proposal from KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative. Prices in this quotation are good until expiration date, shown in the top of this document. After that date, this proposal may be withdrawn. Prevailing Wage and Payment & Performance Bonds are not included unless stated in body of Sales Proposal. If Payment & Performance Bonds are needed, add 2.2% of the entire sales proposal.

This information required for order placement:

Accepted By (Please Print): _____

Accepted By (Title): _____

Accepted By (signature): _____

Date: _____

Date Equipment needed on site: _____

Bill To: _____

Ship To: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Contact: _____

Contact: _____

Contact Email: _____

Contact Email: _____

Contact Phone (Office): _____

Contact Phone (Office): _____

Contact Phone (Cell): _____

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)



Company

Albrecht Company

1408 W. County Road C ♦ Roseville, MN 55113 ♦ Ph (651)-633-4510 ♦ Fax (651) 633-1675 ♦ www.albrechtcompany.com ♦ mail@albrechtcompany.com

April 21, 2025

Revised Proposal for Playground Safety Surfacing – East Medicine Lake Plymouth, MN

Install PIP Surfacing*	\$142,450*
<u>Play Surfacing Installation - PIP</u> - Remove (5,327) square feet of existing surfacing to a depth of 12” - Provide and install (250) lineal feet of drain tile per the following: • 4” dual wall drain tile surrounded by clear aggregate and wrapped in fabric - Provide, place, and compact (5,327) square feet of aggregate base to a compacted depth of 8” - Provide and install (5,327) square feet of rubber PIP surfacing over aggregate base	

***GENERAL NOTES:**

- Quote is based on one mobilization
- Accurate X,Y footing plan to be provided by manufacturer
- Quote does not include drain tile installation, perimeter curb installation, or soil removals/grading within container (unless otherwise noted)
- Play container elevations must be set by others before equipment installation – play container elevation must not exceed 2% slope
- Owner/General Contractor is responsible for providing site access including access for concrete truck to site. No provisions are included for protecting site conditions or creating access routes.
- All equipment and hardware provided by others
- Permit not included – to be billed at cost + 10% if required
- Private utilities are to be located by owner
- Property lines established by owner
- Quotes are valid for 30 days from date of proposal
- Quote is based on accuracy of information provided. Differing field conditions may impact cost.

***GENERAL EXCLUSIONS:**

- Permits/Utility fees
- Testing
- ADA compliance
- CPSI Audit
- Engineering/Survey/Design
- Geotechnical assessments
- Site security/Traffic control
- Erosion control/Tree protection
- Soil Correction/Removal of unsuitable soils
- Landscape restoration
- Drainage Remediation
- Relocation of existing utilities
- Unforeseen Conditions



Albrecht Company

1408 W. County Road C ♦ Roseville, MN 55113 ♦ Ph (651)-633-4510 ♦ Fax (651) 633-1675 ♦ www.albrechtcompany.com ♦ mail@albrechtcompany.com

***Pavement Disclaimer – This proposal includes work to take place on existing pavement. Care will be taken; however Albrecht Company assumes no liability regarding final pavement condition within our work area.**

**Respectfully Submitted,
Matt Johnson
General Manager
Albrecht Company
651-633-4510
matt@albrechtcompany.com**

This proposal may be withdrawn by Albrecht Co. if not accepted within 15 days. Please feel free to call me for verification. Acceptance of proposal: The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. If a PO is issued based on acceptance of this proposal, it is understood that all conditions, notes, and exclusions are accepted, regardless of if conditions, notes, and exclusions are stated on PO.

Payment Terms: Monthly progress billing, and balance upon completion. Albrecht Company's bid does not reflect any costs for bond or on permits. **A 2.9% service fee will be added to any payments made by credit card.**

Signature:_____ **Date of acceptance:**_____

Please initial one of the lines below to acknowledge that you understand that private utilities are your responsibility to disclose and locate. Examples of private utilities include (but are not limited to) private power lines to a garage/outbuilding, private gas lines to a grill/firepit, dog fence, septic system, etc. City power, water, and gas service are public utilities and will be located by Albrecht Company. We can also assist in locating private utilities for an additional fee if necessary.

_____ Yes, I have private utilities within your work area, and **I Do / Do Not** need them located by Albrecht Company (circle one – additional fees may apply)

_____ No, I do not have private utilities within your work area

Quotation

16-Dec-2024

Quote No.: Q114842-1-TP



Attn: Brian Swartzter
Customer: Plymouth
Address: 1740 E Medicine Lake Blvd
City/State: Plymouth, MN 55441
Project: East Medicine Park
Phone: .
Fax:
E-mail: bswartzter@plymouthmn.gov
Project Contact:
Phone / Fax:

Area No. 1 of 1 - East Medicine Park

Installation Site: East Medicine Park			Ship To: East Medicine Park			Quote Type: DuraSAFE Installed, Direct Buried				
Address: 1740 E Medicine Lake Blvd			Address: 1740 E Medicine Lake Blvd			Sub Base Type: Compacted Granular				
City / State: Plymouth, MN 55441			City / State: Plymouth, MN 55441			Area (Sq. Ft.): 4747				
Unit	Qty.	Color	Description	Thickness	Drop Ht.	Weight	List Price	Total Weight	Total List	Unit Cost
Each	300	Safari	DuraSAFE "Premium"	5.00"	10' 0"	39.41	\$81.00	11823.00	\$24,300.00	\$56.70
Each	300	Sedona	DuraSAFE "Premium"	5.00"	10' 0"	39.41	\$81.00	11823.00	\$24,300.00	\$56.70
Each	633	Sierra Brown	DuraSAFE "Premium"	5.00"	10' 0"	39.41	\$81.00	24946.53	\$51,273.00	\$56.70
Each	281		Adhesive - Tile to Tile (tube) (Black)			1.65	\$12.00	463.65	\$3,372.00	\$12.00
Each	4		Bostik Greenfusion Adhesive - Tile to Base			56.80	\$255.00	227.20	\$1,020.00	\$255.00
Each	49		Polyurethane Foam Sealant			1.17	\$17.00	57.33	\$833.00	\$17.00
Area	5460		Rubber Sheeting			0.45	\$0.44	2457.00	\$2,402.40	\$0.44

Installation

Prevailing Wage / Fair Wage - \$54.95

• Site Preparation

- Labour
- 1 in. Compacted Fines - Material - Included
- 4 in. Granular A - Material - Not Included - Customer to supply and install
- Equipment Rental - Bobcat - Included
- Water Access - Included

• Installation

- Labour
- Rubber Sheeting Installation - Included
- Equipment Rental - Bobcat - Included
- Waste Bucket - Included
- Travel - Mobilization - Included
- Security - Not Included - To be supplied by others if required

IMPORTANT

This quotation has been priced based on the following realities:

1. At any point during the installation process, sofSURFACES Installation crews, or certified installation crews acting on behalf of sofSURFACES will have complete and uninterrupted access to the site until the construction phase of the project has been completed.
 2. sofSURFACES will not be responsible for damages incurred to grounds throughout the installation process (this includes: concrete, grading, grass, gardens and/or plants, flowers etc.). It is understood by both parties that heavy equipment may be required in order to efficiently complete the project or gain access to the site.
 3. sofSURFACES will not be held responsible for any ground repair needed and will make every effort to ensure that any property damage to the grounds is kept to a minimum throughout the duration of the project.
- (Quoted value is subject to change upon notice of any ancillary costs. Additional costs may include [but are not limited to] required entry fees, special training, certifications, background checks and security clearances not previously identified as required or if the installation needs to be completed during weekend hours, within a very narrow window of time or under restricted special circumstances). A \$1,200/day fee will be charged for each day that our installers are on site after the agreed upon start date if the site is not ready for the installation to begin. A site features form, required photos request, completed dimensions verification form and elevation form request will be sent out for completion after the order is placed. These forms must be completed in full and returned no later than 4 business days prior to the scheduled installation start date otherwise the installation may be rescheduled to a later date at the discretion of the Installation Project Manager until said forms have been completed.

*****PLEASE NOTE: Should the sub base for your project be Compacted Granular, it MUST meet the following specification: (Type 1) 3/4 minus) compacted to 95% S.P.D. Not "clear" gravel.*****

Undersigned for Plymouth accepts the terms and conditions which apply to this quotation.

X

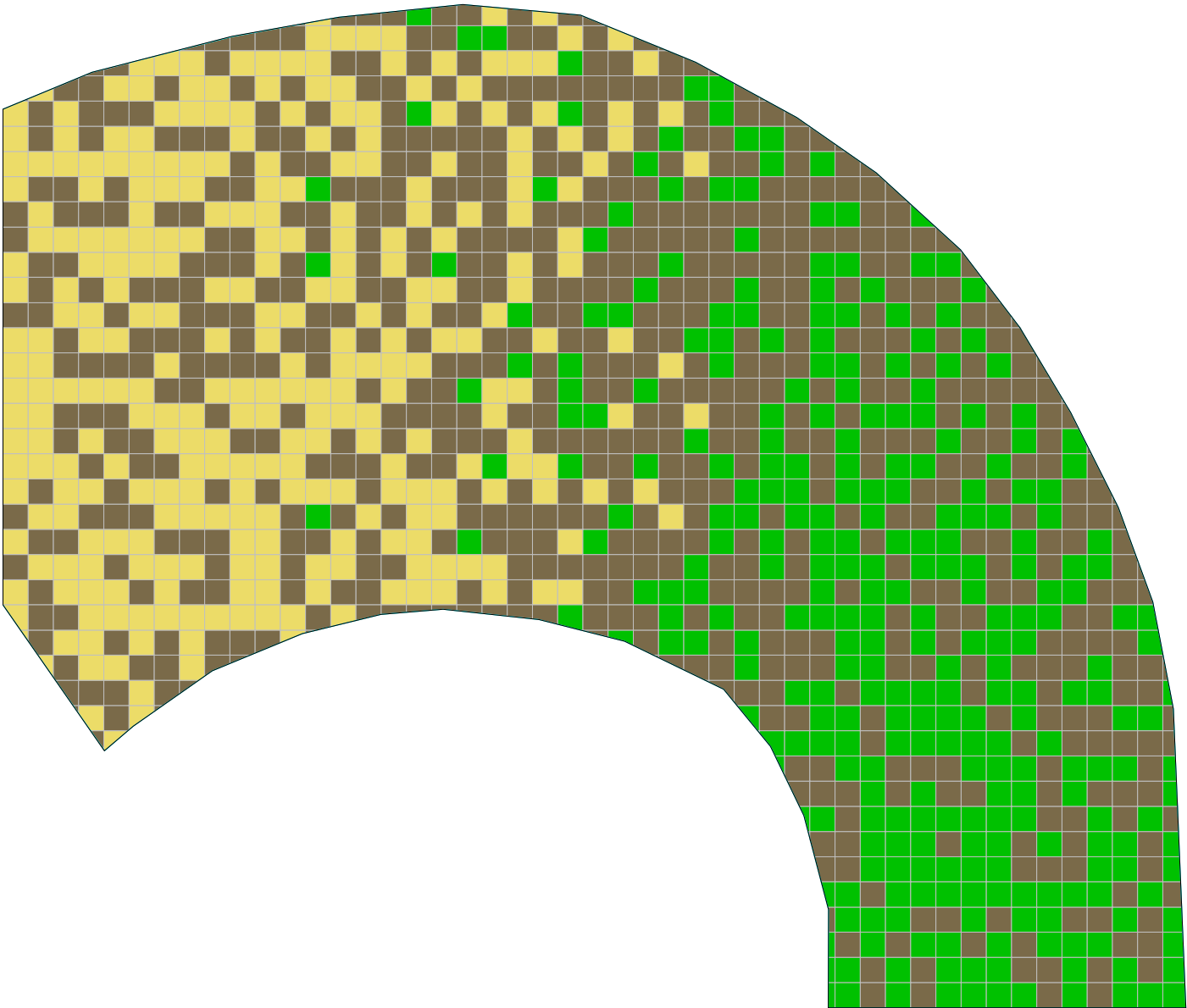
SIGNED

Brian Swartzner

DATE

Tile Layout - Area N° 1 - East Medicine Park

Area (Sq. Ft.): 4747



X The material quantities proposed are based on this layout. If the layout is altered, this may influence the quantities needed for a successful installation. Please initial that you understand and agree.

Pallets: 25	Weight: 53923
Dealer:	Carson Kramer - Clarksville, IA
Shipping Options:	Need Van, Residential Delivery

This proposal reflects a prevailing wage / fair wage rate of \$54.95 (including fringe). Should the prevailing wage / fair wage requirement be determined to be higher or lower, a revised proposal will be required.

Upon timely completion of the project, sofSURFACES Inc. shall be entitled to, and shall submit a payment request for, the amount indicated herein. In the event that only substantial completion is accomplished (i.e., the site is usable but not completely finished), sofSURFACES Inc. shall be entitled to, and shall submit a payment request for, up to 95% of the amount indicated herein, allowing for the customer to reserve 5% until completion of the project, upon which time sofSURFACES Inc. shall be entitled to, and shall submit a payment request for, the remaining balance owed. Quoted value is subject to change upon notice of additional associated costs. Additional costs may include (but are not limited to) required entry fees, special training, certifications, background checks and security clearances.

15% Restock fee and shipping for plus tiles. No returns on premium tiles.

The drawings within this quote are based on measurements supplied to sofsSURFACES and are not professional engineered drawings. It is the project manager's responsibility (not sofsSURFACES or its dealer) to provide sofsSURFACES with correct measurements and to ensure that all site specifications and site preparations (including without limitation slopes, ramps, and transition components) are compliant with local building codes, and prepared to sofsSURFACES' requirements.

FOR MAILED US PAYMENTS:
Sof Surfaces Inc.
Dept CH 19173
Palatine, IL 60055-9173

FOR COURIERED US PAYMENTS:
Sof Surfaces Inc. - Lockbox 19173
5503 N Cumberland Avenue,
Chicago, IL 50656

FOR CANADIAN PAYMENTS:
Sof Surfaces Inc.
4393 Discovery Line
Petrolia, ON, N0N 1R0

Total List Price:		\$107,500.40
Discount	30.00%	(\$29,961.90)

Total (After Third Party Discount):	\$77,538.50
Installation:	\$59,797.22
Shipping and Handling Charge:	\$6,384.56
Total in USD Funds:	\$143,720.28
Cost per sq.ft.:	\$30.28

Finance Options Available

*Estimated Monthly Payment, 1 Year Term: Min. Order = \$10,000.00	\$10,757.58 USD
2 Year Term: Min. Order = \$25,000.00	\$5,703.04 USD
3 Year Term: Min. Order = \$35,000.00	\$4,064.18 USD

*Monthly payment based on minimum 15% down deposit. Final Rate subject to OAC. For more information please contact our Finance Controller at 1-800-263-2363 or m.patterson@sofsurfaces.com.



Undersigned for Plymouth accepts the terms and conditions which apply to this quotation.

X

SIGNED

Quote valid for 60 days.

Brian Swartz

DATE _____



AGREEMENT BETWEEN CITY OF PLYMOUTH AND KOMPAN, INC. FOR EAST MEDICINE LAKE PARK PLAYGROUND EQUIPMENT AND INSTALLATION

THIS AGREEMENT made this 13th day of May, 2025 by and between the **CITY OF PLYMOUTH**, a Minnesota municipal corporation ("Owner" or "City") and **KOMPAN, INC.**, ("Contractor"). Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

- 1. CONTRACT DOCUMENTS.** The following documents shall be referred to as the "Contract Documents", all of which shall be taken together as a whole as the contract between the parties as if they were set verbatim and in full herein:

- A. This Agreement.

- B. Contractor's Proposals dated April 22, 2025.

In the event of a conflict among the provisions of the Contract Documents, the order in which they are listed above shall control in resolving any such conflicts. Contract Document "A" has the first priority and Contract Document "B" has the last priority.

- 2. OBLIGATIONS OF THE CONTRACTOR.** The Contractor shall provide the goods, services, and perform the work in accordance with the Contract Documents. Contractor shall not begin any work until the City has received the signed contract and has reviewed and approved the insurance certificates and has given the Contractor a written notice to proceed. Contractor shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a contractor under similar circumstances. City shall not be responsible for discovering deficiencies in the accuracy of Contractor's services.

- 3. CONTRACT PRICE.** Owner shall pay Contractor for completion of the Work, in accordance with the Contractor's Proposal. Additional work performed without the City's written approval will not entitle Contractor to an increase in the Contract Price or an extension of the Contract Time.

- 4. PAYMENT PROCEDURES.**

- A. Contractor shall submit Applications for Payment. Applications for Payment will be processed by the Parks and Recreation Director.

- B. Progress Payments; Retainage. Owner shall make 95% progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work.

C. Payments to Subcontractors.

- (1) Prompt Payment to Subcontractors. Pursuant to Minn. Stat. § 471.25, Subd. 4a, the Contractor must pay any subcontractor within ten (10) days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. The Contractor must pay interest of 1 ½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor.
- (2) Form IC-134 (attached) required from general contractor. Minn. Stat. § 290.92 requires that the City of Plymouth obtain a Withholding Affidavit for Contractors. Form IC-134, before making final payments to Contractors. This form needs to be submitted by the Contractor to the Minnesota Department of Revenue for approval. The form is used to receive certification from the state that the vendor has complied with the requirement to withhold and remit state withholding taxes for employee salaries paid.

- D. Final Payment. Upon final completion of the Work, Owner shall pay the remainder of the Contract Price as recommended by the Parks and Recreation Director. Final completion shall be when all of the work is completed per the contract and 80% of the permanent cover is established, as determined by the Parks and Recreation Director.

5. **COMPLETION DATE; DAMAGES.** The Work must be completed by October 10, 2025. The City and Contractor may agree in writing to a reasonable extension of the Completion Date. Because the value of the harm to the City for Contractor's failure to complete the Work by the Completion Date is very difficult to accurately estimate, Contractor shall pay to the City as liquidated damages \$900 per calendar day that the Work remains incomplete. Contractor shall not be required to pay such liquidated damages if the delay in completion is the result of circumstances beyond Contractor's reasonable control.

6. **CONTRACTOR'S REPRESENTATIONS.**

- A. Contractor has examined and carefully studied the Contract Documents and other related data identified in the Contract Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except

Underground Facilities) which have been identified in the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the site.

- E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Subcontracts:
 - (1) Unless otherwise specified in the Contract Documents, the Contractor shall, upon receipt of the executed Contract Documents, submit in writing to the Owner the names of the Subcontractors proposed for the work. Subcontractors may not be changed except at the request or with the consent of the Owner.
 - (2) The Contractor is responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of their direct and indirect employees, to the same extent as the Contractor is responsible for the acts and omissions of the Contractor's employees.
 - (3) The Contract Documents shall not be construed as creating any contractual relation between the Owner and any subcontractor.

(4) The Contractor shall bind every subcontractor by the terms of the Contract Documents.

7. **WORKER'S COMPENSATION.** The Contractor shall obtain and maintain for the duration of this Contract, statutory Worker's Compensation Insurance and Employer's Liability Insurance as required under the laws of the State of Minnesota.
8. **INSURANCE.** Prior to the start of the project, Contractor shall furnish to the City a certificate of insurance showing proof of the required insurance required under this Paragraph. Contractor shall take out and maintain or cause to be taken out and maintained until six (6) months after the City has accepted the public improvements, such insurance as shall protect Contractor and the City for work covered by the Contract including workers' compensation claims and property damage, bodily and personal injury which may arise from operations under this Contract, whether such operations are by Contractor or anyone directly or indirectly employed by either of them. The minimum amounts of insurance shall be as follows:

Commercial General Liability (or in combination with an umbrella policy)

\$2,000,000 Each Occurrence

\$2,000,000 Products/Completed Operations Aggregate

\$2,000,000 Annual Aggregate

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

Automobile Liability

\$2,000,000 Combined Single Limit - Bodily Injury & Property Damage Including Owned, Hired & Non-Owned Automobiles

Workers Compensation

Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Employer's Liability with minimum limits are as follows:

\$500,000 - Bodily Injury by Disease per employee

\$500,000 - Bodily Injury by Disease aggregate

\$500,000 - Bodily Injury by Accident

The Contractor's insurance must be "Primary and Non Contributory".

All insurance policies (or riders) required by this Contract shall be (i) taken out by and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State of Minnesota, (ii) shall name the City, its employees and agents as additional insureds

(CGL and umbrella only) by endorsement which shall be filed with the City. **A copy of the endorsement must be submitted with the certificate of insurance.**

Contractor's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' notice for non-payment of premium.

An Umbrella or Excess Liability insurance policy may be used to supplement Contractor's policy limits on a follow-form basis to satisfy the full policy limits required by this Contract.

9. **WARRANTY.** The Contractor shall be held responsible for any and all defects in workmanship and materials which may develop in any part of the contracted service, and upon proper notification by the City shall immediately replace, without cost to the City, any such faulty work.
10. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold harmless the City, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of Contractor's negligence or its performance or failure to perform its obligations under this Contract. Contractor's indemnification obligation shall apply to subcontractor(s), or anyone directly or indirectly employed or hired by Contractor, or anyone for whose acts Contractor may be liable. Contractor agrees this indemnity obligation shall survive the completion or termination of this Contract.
11. **PERFORMANCE AND PAYMENT BONDS.** Performance and Payment Bonds are not required.
12. **MISCELLANEOUS.**
 - A Terms used in this Agreement have the meanings stated in the General Conditions.
 - B. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
 - C. Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provisions.

D. Data Practices/Records.

- (1) All data created, collected, received, maintained or disseminated for any purpose in the course of this Contract is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statute, or any state rules adopted to implement the act, as well as federal regulations on data privacy.
 - (2) All books, records, documents and accounting procedures and practices to the Contractor and its subcontractors, if any, relative to this Contract are subject to examination by the City.
- E. All reports, plans, models, software, diagrams, analyses, and information generated in connection with performance of this Agreement shall be the property of the City. The City may use the information for its purposes.
- F. Patented devices, materials and processes. If the Contract requires, or the Contractor desires, the use of any design, devise, material or process covered by letters, patent or copyright, trademark or trade name, the Contractor shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with the Owner. If no such agreement is made or filed as noted, the Contractor shall indemnify and hold harmless the Owner from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the Project agreed to be performed under the Contract, and shall indemnify and defend the Owner for any costs, liability, expenses and attorney's fees that result from any such infringement.
- G. In providing services hereunder, Contractor shall abide by all statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided.
- H. Assignment Neither party may assign, sublet, or transfer any interest or obligation in this Contract without the prior written consent of the other party, and then only upon such terms and conditions as both parties may agree to and set forth in writing.
- I. Waiver. In the particular event that either party shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or any succeeding breach of this Contract by either party, whether of the same or any other covenant, condition or obligation.
- J. Governing Law/Venue. The laws of the State of Minnesota govern the interpretation of this Contract. In the event of litigation, the exclusive venue shall be in the District Court of the State of Minnesota for Hennepin County.

- K. Severability. If any provision, term or condition of this Contract is found to be or become unenforceable or invalid, it shall not affect the remaining provisions, terms and conditions of this Contract, unless such invalid or unenforceable provision, term or condition renders this Contract impossible to perform. Such remaining terms and conditions of the Contract shall continue in full force and effect and shall continue to operate as the parties' entire contract.
- L. Entire Agreement. This Contract represents the entire agreement of the parties and is a final, complete and all-inclusive statement of the terms thereof, and supersedes and terminates any prior agreement(s), understandings or written or verbal representations made between the parties with respect thereto.
- M. Permits and Licenses; Rights-of-Way and Easements. The Contractor shall give all notices necessary and incidental to the construction and completion of the Project. The City will obtain all necessary rights-of-way and easements. The Contractor shall not be entitled to any additional compensation for any construction delay resulting from the City's not timely obtaining rights-of-way or easements.
- N. If the work is delayed or the sequencing of work is altered because of the action or inaction of the Owner, the Contractor shall be allowed a time extension to complete the work but shall not be entitled to any other compensation.

CITY OF PLYMOUTH

By: _____
Jeffry Wosje, Mayor

Date: _____

By: _____
Dave Callister, City Manager

Date: _____

KOMPAN, INC.

By: _____
Eric Lewis, Finance Director

Date: _____

AGREEMENT BETWEEN CITY OF PLYMOUTH AND ALBRECHT COMPANY. FOR EAST MEDICINE LAKE PARK PLAYGROUND SURFACING

THIS AGREEMENT made this 13th day of May, 2025 by and between the **CITY OF PLYMOUTH**, a Minnesota municipal corporation ("Owner" or "City") and **ALBRECHT COMPANY**, ("Contractor"). Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

- 1. CONTRACT DOCUMENTS.** The following documents shall be referred to as the "Contract Documents", all of which shall be taken together as a whole as the contract between the parties as if they were set verbatim and in full herein:

- A. This Agreement.

- B. Contractor's Proposals dated April 21, 2025.

In the event of a conflict among the provisions of the Contract Documents, the order in which they are listed above shall control in resolving any such conflicts. Contract Document "A" has the first priority and Contract Document "B" has the last priority.

- 2. OBLIGATIONS OF THE CONTRACTOR.** The Contractor shall provide the goods, services, and perform the work in accordance with the Contract Documents. Contractor shall not begin any work until the City has received the signed contract and has reviewed and approved the insurance certificates and has given the Contractor a written notice to proceed. Contractor shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a contractor under similar circumstances. City shall not be responsible for discovering deficiencies in the accuracy of Contractor's services.

- 3. CONTRACT PRICE.** Owner shall pay Contractor for completion of the Work, in accordance with the Contractor's Proposal. Additional work performed without the City's written approval will not entitle Contractor to an increase in the Contract Price or an extension of the Contract Time.

- 4. PAYMENT PROCEDURES.**

- A. Contractor shall submit Applications for Payment. Applications for Payment will be processed by the Parks and Recreation Director.

- B. Progress Payments; Retainage. Owner shall make 95% progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work.

C. Payments to Subcontractors.

- (1) Prompt Payment to Subcontractors. Pursuant to Minn. Stat. § 471.25, Subd. 4a, the Contractor must pay any subcontractor within ten (10) days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. The Contractor must pay interest of 1 ½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor.
- (2) Form IC-134 (attached) required from general contractor. Minn. Stat. § 290.92 requires that the City of Plymouth obtain a Withholding Affidavit for Contractors. Form IC-134, before making final payments to Contractors. This form needs to be submitted by the Contractor to the Minnesota Department of Revenue for approval. The form is used to receive certification from the state that the vendor has complied with the requirement to withhold and remit state withholding taxes for employee salaries paid.

- D. Final Payment. Upon final completion of the Work, Owner shall pay the remainder of the Contract Price as recommended by the Parks and Recreation Director. Final completion shall be when all of the work is completed per the contract and 80% of the permanent cover is established, as determined by the Parks and Recreation Director.

5. **COMPLETION DATE; DAMAGES.** The Work must be completed by October 1, 2025. The City and Contractor may agree in writing to a reasonable extension of the Completion Date. Because the value of the harm to the City for Contractor's failure to complete the Work by the Completion Date is very difficult to accurately estimate, Contractor shall pay to the City as liquidated damages \$900 per calendar day that the Work remains incomplete. Contractor shall not be required to pay such liquidated damages if the delay in completion is the result of circumstances beyond Contractor's reasonable control.

6. **CONTRACTOR'S REPRESENTATIONS.**

- A. Contractor has examined and carefully studied the Contract Documents and other related data identified in the Contract Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the **Site** (except

Underground Facilities) which have been identified in the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the site.

- E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Subcontracts:
 - (1) Unless otherwise specified in the Contract Documents, the Contractor shall, upon receipt of the executed Contract Documents, submit in writing to the Owner the names of the Subcontractors proposed for the work. Subcontractors may not be changed except at the request or with the consent of the Owner.
 - (2) The Contractor is responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of their direct and indirect employees, to the same extent as the Contractor is responsible for the acts and omissions of the Contractor's employees.
 - (3) The Contract Documents shall not be construed as creating any contractual relation between the Owner and any subcontractor.

(4) The Contractor shall bind every subcontractor by the terms of the Contract Documents.

7. **WORKER'S COMPENSATION.** The Contractor shall obtain and maintain for the duration of this Contract, statutory Worker's Compensation Insurance and Employer's Liability Insurance as required under the laws of the State of Minnesota.
8. **INSURANCE.** Prior to the start of the project, Contractor shall furnish to the City a certificate of insurance showing proof of the required insurance required under this Paragraph. Contractor shall take out and maintain or cause to be taken out and maintained until six (6) months after the City has accepted the public improvements, such insurance as shall protect Contractor and the City for work covered by the Contract including workers' compensation claims and property damage, bodily and personal injury which may arise from operations under this Contract, whether such operations are by Contractor or anyone directly or indirectly employed by either of them. The minimum amounts of insurance shall be as follows:

Commercial General Liability (or in combination with an umbrella policy)

\$2,000,000 Each Occurrence

\$2,000,000 Products/Completed Operations Aggregate

\$2,000,000 Annual Aggregate

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

Automobile Liability

\$2,000,000 Combined Single Limit - Bodily Injury & Property Damage Including Owned, Hired & Non-Owned Automobiles

Workers Compensation

Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Employer's Liability with minimum limits are as follows:

\$500,000 - Bodily Injury by Disease per employee

\$500,000 - Bodily Injury by Disease aggregate

\$500,000 - Bodily Injury by Accident

The Contractor's insurance must be "Primary and Non Contributory".

All insurance policies (or riders) required by this Contract shall be (i) taken out by and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State of Minnesota, (ii) shall name the City, its employees and agents as additional insureds

(CGL and umbrella only) by endorsement which shall be filed with the City. **A copy of the endorsement must be submitted with the certificate of insurance.**

Contractor's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' notice for non-payment of premium.

An Umbrella or Excess Liability insurance policy may be used to supplement Contractor's policy limits on a follow-form basis to satisfy the full policy limits required by this Contract.

9. **WARRANTY.** The Contractor shall be held responsible for any and all defects in workmanship and materials which may develop in any part of the contracted service, and upon proper notification by the City shall immediately replace, without cost to the City, any such faulty work.
10. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold harmless the City, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of Contractor's negligence or its performance or failure to perform its obligations under this Contract. Contractor's indemnification obligation shall apply to subcontractor(s), or anyone directly or indirectly employed or hired by Contractor, or anyone for whose acts Contractor may be liable. Contractor agrees this indemnity obligation shall survive the completion or termination of this Contract.
11. **PERFORMANCE AND PAYMENT BONDS.** Performance and Payment Bonds are not required.
12. **MISCELLANEOUS.**
 - A Terms used in this Agreement have the meanings stated in the General Conditions.
 - B. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
 - C. Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provisions.

D. Data Practices/Records.

- (1) All data created, collected, received, maintained or disseminated for any purpose in the course of this Contract is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statute, or any state rules adopted to implement the act, as well as federal regulations on data privacy.
 - (2) All books, records, documents and accounting procedures and practices to the Contractor and its subcontractors, if any, relative to this Contract are subject to examination by the City.
- E. All reports, plans, models, software, diagrams, analyses, and information generated in connection with performance of this Agreement shall be the property of the City. The City may use the information for its purposes.
- F. Patented devices, materials and processes. If the Contract requires, or the Contractor desires, the use of any design, devise, material or process covered by letters, patent or copyright, trademark or trade name, the Contractor shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with the Owner. If no such agreement is made or filed as noted, the Contractor shall indemnify and hold harmless the Owner from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the Project agreed to be performed under the Contract, and shall indemnify and defend the Owner for any costs, liability, expenses and attorney's fees that result from any such infringement.
- G. In providing services hereunder, Contractor shall abide by all statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided.
- H. Assignment Neither party may assign, sublet, or transfer any interest or obligation in this Contract without the prior written consent of the other party, and then only upon such terms and conditions as both parties may agree to and set forth in writing.
- I. Waiver. In the particular event that either party shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or any succeeding breach of this Contract by either party, whether of the same or any other covenant, condition or obligation.
- J. Governing Law/Venue. The laws of the State of Minnesota govern the interpretation of this Contract. In the event of litigation, the exclusive venue shall be in the District Court of the State of Minnesota for Hennepin County.

- K. Severability. If any provision, term or condition of this Contract is found to be or become unenforceable or invalid, it shall not affect the remaining provisions, terms and conditions of this Contract, unless such invalid or unenforceable provision, term or condition renders this Contract impossible to perform. Such remaining terms and conditions of the Contract shall continue in full force and effect and shall continue to operate as the parties' entire contract.
- L. Entire Agreement. This Contract represents the entire agreement of the parties and is a final, complete and all-inclusive statement of the terms thereof, and supersedes and terminates any prior agreement(s), understandings or written or verbal representations made between the parties with respect thereto.
- M. Permits and Licenses; Rights-of-Way and Easements. The Contractor shall give all notices necessary and incidental to the construction and completion of the Project. The City will obtain all necessary rights-of-way and easements. The Contractor shall not be entitled to any additional compensation for any construction delay resulting from the City's not timely obtaining rights-of-way or easements.
- N. If the work is delayed or the sequencing of work is altered because of the action or inaction of the Owner, the Contractor shall be allowed a time extension to complete the work but shall not be entitled to any other compensation.

CITY OF PLYMOUTH

By: _____
Dave Callister, City Manager

Date: _____

By: _____
Jennifer Tomlinson,
Director of Parks & Recreation

Date: _____

ALBRECHT COMPANY

By: _____
Matt Johnson, General Manager

Date: _____

CITY OF PLYMOUTH

RESOLUTION No. 2025-135

RESOLUTION APPROVING THE REPLACEMENT OF THE EAST MEDICINE LAKE CUBE TOWER AND PLAYGROUND SURFACING (PR250004)

WHEREAS, East Medicine Lake Playground was replaced in 2018; and

WHEREAS, the cube tower has had safety issues that have not been able to be addressed by the manufacturer or vendor; and

WHEREAS, Kompan has provided a quote for a tower replacement and installation through OMNIA Partners Contract #2017001135; and

WHEREAS, Albrecht Company is low quoter for playground surfacing installation.

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 agreement with Kompan (\$216,685.61) and Albrecht Company (\$142,450) in the name of the City of Plymouth for the East Medicine Lake Cube Tower and Playground Surfacing Replacement (PR250004).
2. The total cost of the project is \$366,258.11 and includes playground equipment and installation and playground surfacing installation for \$359,135.61 and contingencies of \$7,122.50.

BE IT FURTHER RESOLVED, that the project would be funded from the Park Replacement Fund.

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

To: Dave Callister, City Manager

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

Reviewed by: Michael Thompson, Public Works Director

Item: **Designate Engineer for Peony Lane and 10th Avenue Area Rehabilitation Project (ST269005)**

1. Action Requested:

Adopt attached resolution designating engineer for the Peony Lane and 10th Avenue Area Rehabilitation Project (ST269005).

2. Background:

The Peony Lane and 10th Avenue Area Rehabilitation Project is scheduled for construction in 2026 and is planned in the 2025-2034 Capital Improvement Plan (CIP). Peony Lane from Highway 55 to north of 51st Avenue and 10th Avenue, Nathan Lane, and 13th Avenue in the northwest corner of Highway 55 and Highway 169 are included within this project (map attached). A mill and overlay rehabilitation is anticipated for Peony Lane. 10th Avenue, 13th Avenue, and Nathan Lane are anticipated to be rehabilitated with full-depth pavement reclamation. The scope of the project also includes utility repairs, pedestrian improvements, replacement of concrete curb and gutter, and repairs to the Peony Lane bridge over the Canadian Pacific Railroad. Construction of the improvements to 10th Avenue, 13th Avenue, and Nathan Lane would be coordinated with the adjacent Station 73 TRIP project.

A request for proposal was solicited for engineering services to include a feasibility report, public engagement, private utility coordination, permitting, design, construction document preparation, and bidding assistance. The proposal submitted by Kimley-Horn and Associates, Inc. showed a good understanding of the project. The total estimated engineering fee proposed by Kimley-Horn and Associates, Inc. is \$384,020. Staff has evaluated the cost and estimated hours included in the proposal and found it comparable to other recent consultant-led projects. Kimley-Horn and Associates, Inc. has designated a project team with the experience necessary to deliver the project, has

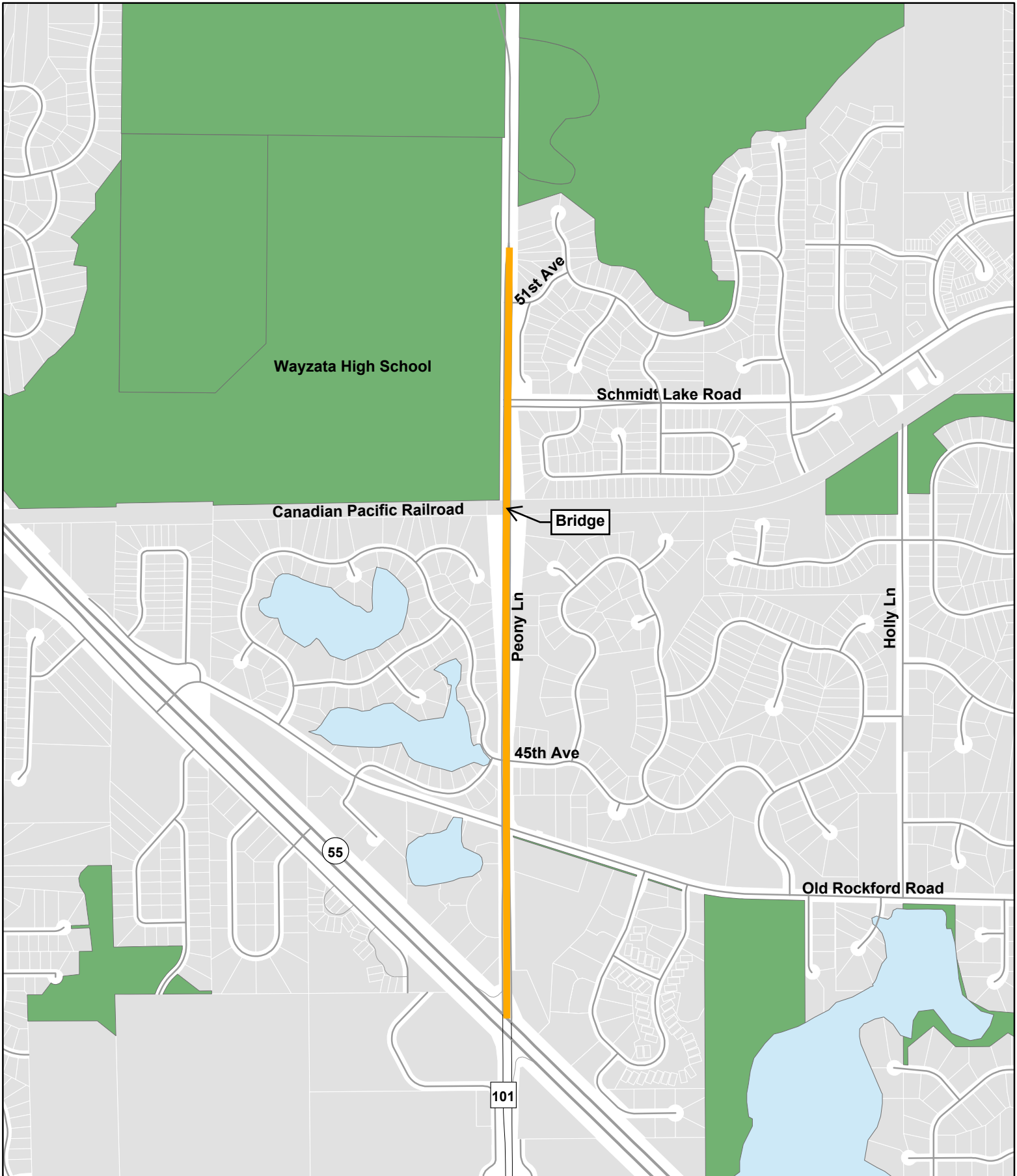
successfully completed previous projects in the city, and is the engineer for the adjacent Station 73 TRIP project. Staff recommends designating Kimley-Horn and Associates, Inc. as the engineer for this project.

3. Budget Impact:

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

4. Attachments:

1. Location Maps
2. Agreement
3. City Council Resolution 2025-136



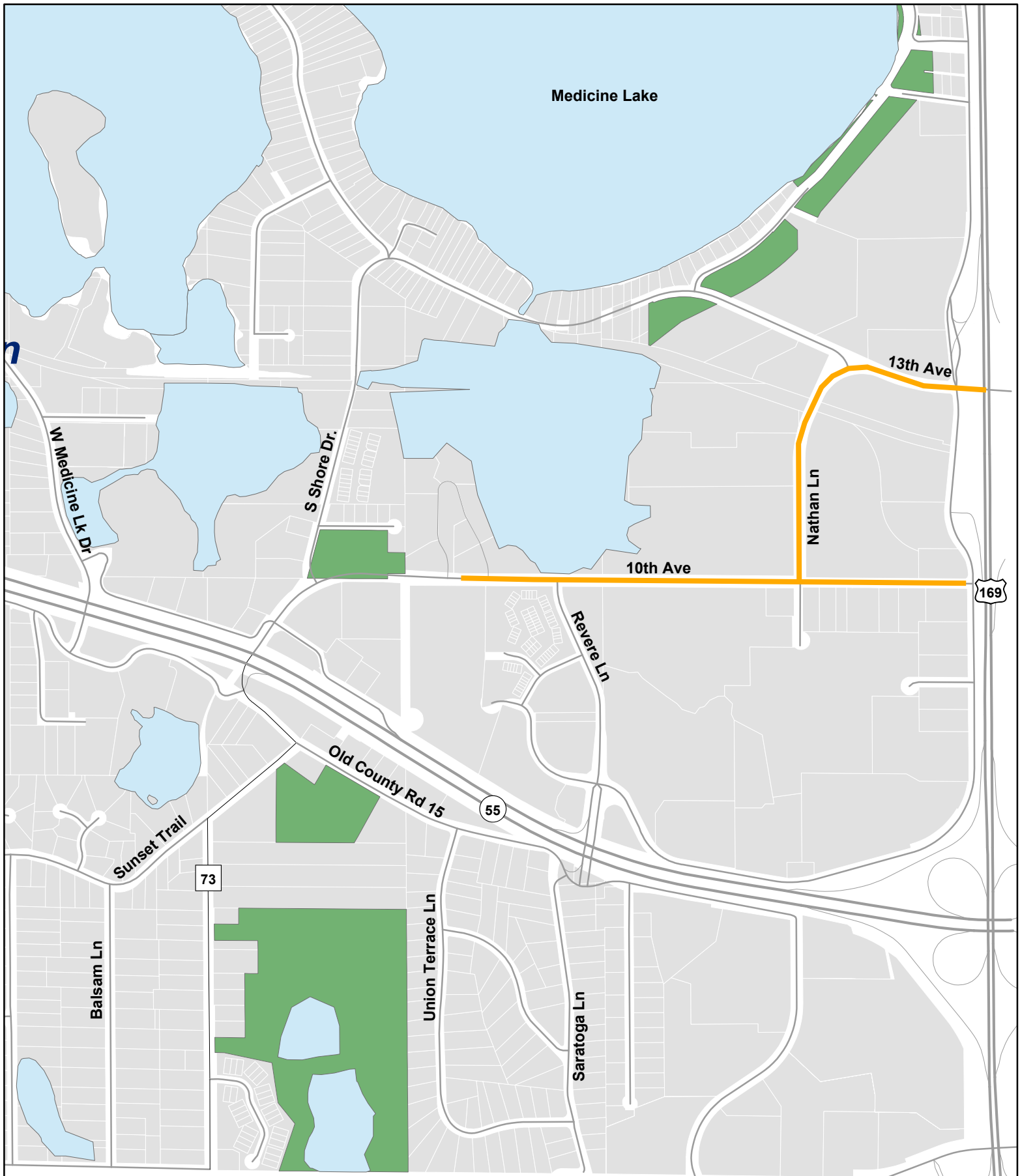
0 1,150 Feet

**Peony Lane and 10th Avenue Area Rehabilitation
City Project #ST269005**

Project Location Map

Map 1 of 2





0 1,150 Feet

**Peony Lane and 10th Avenue Area Rehabilitation
City Project #ST269005**

Project Location Map

Map 2 of 2



AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is made on the 13th day of May 2025, between the **CITY OF PLYMOUTH**, a Minnesota municipal corporation (“CITY”), and **KIMLEY-HORN AND ASSOCIATES, INC.**, a Minnesota corporation (“ENGINEER”).

The CITY and the ENGINEER agree as follows:

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

- A. This Agreement for Engineering Services.
- B. ENGINEER’s Proposal for Professional Services for **Peony Lane Rehabilitation**, submitted on April 24, 2025.
- C. ENGINEER’s Current Hourly Fee Schedule.

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

2. **Compensation.** ENGINEER shall be paid by the CITY on an hourly basis in accordance with the hourly fee schedule but not to exceed \$384,020.00 inclusive of reimbursable expenses as reflected in the estimate of cost exhibit in the Peony Lane and 10th Avenue Rehabilitation Project. The not to exceed fees shall not be adjusted if the estimated hours to perform a task, the number of estimated required meetings or any other estimate or assumption is exceeded.
3. **Optional Services.** Not applicable.
4. **Method of Payment.** ENGINEER may request progress payments as the work is performed. The CITY will normally make payment within thirty-five (35) days of receipt of a properly itemized bill.
5. **Change Orders.** All change orders, regardless of amount, must be approved in advance and in writing by the CITY. No payment will be due or made for work done in advance of such approval.
6. **Standard of Care.** ENGINEER shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a professional engineer under similar circumstances. No other warranty, expressed or implied, is included in this Agreement or in any drawing, specification, report, or opinion

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

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

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

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

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

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

CITY OF PLYMOUTH

KIMLEY-HORN AND ASSOCIATES, INC.

By:_____

By:_____

Jeffrey Wosje, Mayor

Its:_____

By:_____

Dave Callister, City Manager

REVIEWED BY: _____

Michael Thompson, Public Works Director



April 24, 2025

Mr. Michael Payne, P.E.
City Engineer/ Deputy Public Works Director
City of Plymouth
3400 Plymouth Boulevard
Plymouth, MN 55447

**RE: *Proposal for Final Design Services
Peony Lane Rehabilitation***

Dear Mr. Payne,

Kimley-Horn and Associates, Inc. ("Kimley-Horn") is pleased to submit this letter proposal ("Proposal") to the City of Plymouth ("City") for final design services for the Peony Lane Improvements. Our project understanding, scope of services, schedule, and fee are detailed below.

PROJECT UNDERSTANDING

The City is planning for the construction of the Peony Lane and 10th Avenue area Rehabilitation project in 2026. Kimley-Horn is already under contract to provide final design services for 10th Avenue, 13th Avenue and Nathan Lane as a part of this project. The City has now requested that Kimley-Horn provide final design services for the roadway and bridge improvements along Peony Lane that are included in this project.

We understand the proposed improvements along Peony Lane will include the following:

- Mill and overlay of approximately 5,200 feet of Peony Lane from Trunk Highway 55 to 1,100 feet north of Schmidt Lake Road.
- Replacement of trail pavement within the project improvements.
- Minor utility improvements identified by City staff (e.g. I and I barriers, rings, valves, etc.)
- Improvements to the Old Rockford Road and Schmidt Lake Road signal systems to upgrade push buttons to be ADA compliant.
- Replacement of all signs within the project limits and new pavement markings if impacted by construction.
- Replacement of the fence behind the trail on the approaches to the bridge over the CPKC railroad.
- Improvements to the bridge over the CPKC railroad including the following:
 - o Replace concrete overlay of the bridge deck.
 - o Provide bridge sidewalk crack sealing.
 - o Replace bridge expansion joints.
 - o Replace ornamental railing and inclusion of chain link fabric to meet current requirements.
 - o Replace concrete approach panels and approach relief joints.
 - o Reposition bearing assemblies for the south and north abutments.
 - o Provide architectural special surface finish to barrier faces.

We have assumed the proposed improvements will not include the following:

- Guardrail replacement
- Stormwater and/or BMP improvements
- Traffic signal improvements other than push button upgrades and signal system painting

SCOPE OF SERVICES

Our proposed scope of services for the project is detailed below based on our understanding of the needs of the City.

TASK 1 – PROJECT MANAGEMENT

1.1 Administration

Project administration activities will include the following:

- Preparation of monthly invoices
- Monthly project schedule updates
- Communication with the necessary City staff
- All other nontechnical work to confirm that the project tasks are completed on time, within budget, and in accordance with City and State requirements

1.2 General Coordination

General coordination of the project will include the scheduling of all necessary meetings including:

- City coordination meetings
- Agency coordination meetings
- Public open house meetings
- Utility coordination meetings

1.3 Quality Assurance and Quality Control Functions (QA/QC)

We will provide QC/QA effort for deliverables and functions throughout the project duration to confirm delivery of quality products within the agreed upon schedule.

Task 1 Deliverables: Monthly meeting preparation; monthly schedule updates; coordination of activities with stakeholders, submittal of monthly invoices

TASK 2 – GATHER BACKGROUND INFORMATION

2.1 Topographic Surveying and Mapping

Based on discussions with City staff, we have assumed that topographic surveying will not be required for the majority project and all design and plan preparation will be based on GIS mapping provided by the City. As a part of this task, we have included a limited amount of field time to inspect the 31 existing pedestrian ramps to ensure that they conform to current ADA requirements.

We will acquire topographic survey for the southbound right turn lane addition at the TH 55 intersection. We assume survey limits would only be along Peony Lane from the curb line to approximately 30 feet west and will go from TH 55 slip ramp to approximately 1000 feet north. This survey information will only be used to study the feasibility of adding the southbound right turn lane.

It is assumed that all plan preparation will be in AutoCAD format based on GIS mapping data.

2.2 Geotechnical Exploration and Analysis

Based on the proposed improvements, we have prepared a geotechnical program for the project which will include the following:

GPR Testing

We will perform GPR testing for Peony Lane to determine pavement thicknesses. Data will be collected at approximate 1 foot intervals and the information collected will be verified and calibrated with the soil boring information collected on the roadways. The GPR unit is expected to penetrate a maximum of 2 to 3 feet below the surface under ideal conditions.

Pavement Coring

Using data obtained from the GPR and to confirm the GPR thicknesses, we will perform 6 (six) pavement cores.

Soil Borings

We propose to drill 6 (six) standard penetration test (SPT) borings for the roadways identified above to a nominal depth of 6 feet.

We will summarize all geotechnical findings and testing results and provide recommendations in a geotechnical exploration report.

All geotechnical tasks will be performed by a Kimley-Horn subconsultant, Braun Intertec.

2.3 Private Utility Investigations and Coordination

Kimley-Horn will lead up to two (2) utility coordination meetings including preparation of agendas and meeting minutes. Utility companies will be determined in consultation with the City staff and based on Gopher State One Call results. We will provide the utility companies with copies of the plans at the 60 percent, 90 percent and 100 percent levels.

Since our scope does not include topographic survey, we have assumed that we will draw in existing utility information on the GIS mapping based on utility mapping provided by the utility owners through the Gopher State One Call process.

Task 2 Deliverables: Geotechnical engineering analysis and report; utility coordination meeting agendas and minutes, utility mapping in AutoCAD format.

TASK 3 – PUBLIC AND AGENCY INVOLVEMENT

We understand that the success of this project will be dependent on our ability to obtain consent and support from a variety of stakeholders. Our team will work closely with City staff to provide a seamless interface between the design and the public and agency involvement process.

3.1 Project Coordination Meetings

We will schedule and lead project coordination meetings with City staff for the duration of the project. We have assumed that we will have a kickoff meeting at the start of the project, followed by two (2) meetings during the feasibility report phase and up to six (6) meetings during the final design phase. We will prepare agendas and meeting minutes for each meeting. Up to two Kimley-Horn team members will attend each project coordination meeting via MS Teams, depending on the items to be discussed. Based on our proposed schedule, we have assumed nine (9) project coordination meetings.

3.2 Public Open House Meeting

Up to three Kimley-Horn team members will attend one (1) open house meeting. We will be responsible for preparing all display materials. We also will provide sign-in sheets and comment cards. The City will be responsible for arranging the meeting location. Following the meeting, we will document and summarize any comments received.

Kimley-Horn will provide the City with a draft newsletter for mailing at least four weeks prior to each public open house meeting. We have assumed that City staff will mail the final newsletter three weeks prior to the meeting.

3.3 MnDOT Coordination

We will coordinate with MnDOT State Aid to obtain a State Aid Project Number of the project. We will submit the 95% plans to the MnDOT State Aid office for review and respond to one round of comments. We will prepare a permit for submittal to MnDOT for improvements within the Trunk Highway 55 right of way at the Peony Lane intersection.

Task 3 Deliverables: meeting agendas and minutes; materials for meetings (sign-in sheets, comment cards, informational materials, and handouts); and public open house meeting notices; MnDOT permit.

TASK 4 –TRAFFIC ANALYSIS

4.1 Data Collection

Kimley-Horn will collect 24-hour turning movement counts at three intersections (Peony Ln & Old Rockford Rd, Peony Ln & Peony Promenade Access, Peony Ln & 45th Ave N, Peony Ln & Schmidt Lake Rd). We have assumed that existing signal timing data at Peony Ln & Old Rockford Rd and Peony Ln & Schmidt Lake Rd will be provided by the city. We will utilize turning movement count data at TH 55 & Peony Ln from 2023 and existing signal timing data provided by MnDOT. We will review the last 5 years of available crash data on Peony Ln from Old Rockford Rd to Schmidt Lake Road.

4.2 Traffic Analysis

We will analyze the traffic operations at up to five intersections on Peony Lane in the Existing Conditions. This analysis will inform any recommended changes to existing signal timing. We will develop future year traffic volumes for the design year (assume 20 years post construction completion) based on historical traffic growth trends and available traffic forecasts. We will analyze No-Build conditions traffic operations using forecasted traffic volumes. We will analyze Build

conditions traffic operations for up to 3 build scenarios (assume 2 lane reduction scenarios on Peony Lane and 1 scenario modifying the SB right turn lane at TH 55).

4.3 Documentation and SJRs

We will prepare a brief traffic memorandum summarizing the Traffic Analysis and evaluation of alternative, including any recommended modifications to existing signal timing. If a lane reduction on Peony Lane is determined to be the preferred alternative, we will prepare up to two Signal Justification Reports (SJR) for the existing signalized intersections on Peony Lane that would be modified with a lane reduction as required by MnDOT State Aid. We will assist routing SJRs for appropriate signatures. It is assumed that the SJRs would require a summary of historical and expected safety performance, a traffic signal warrant analysis, and a summary of the traffic operations analysis. It is assumed that any modification to the southbound approach at TH 55 & Peony Lane would require an Intersection Control Evaluation (ICE) letter. Preparation of this letter would be considered additional services. If the City wants to proceed with modifications to the TH 55 intersection, any plan production and MnDOT coordination efforts would be considered additional services.

Task 4 Deliverables: Data collection counts, data collection summaries, traffic memorandum, and two Signal Justification Reports (SJR).

TASK 5 –ROADWAY DESIGN

5.1 Feasibility Report Preparation

After gathering existing conditions information and conducting a project kickoff meeting, we will investigate the proposed improvements and prepare a draft feasibility report. We have assumed that the feasibility report will include mill and overlay and bridge repair for Peony Lane and pavement reclamation improvements for the 10th Avenue, 13th Avenue and Nathan Lane roadways. We will include an evaluation to study the feasibility of adding a southbound right turn lane on Peony Lane at the TH 55 intersection; however, final design of this turn lane would be considered an additional service. We have assumed that one feasibility report will be prepared for both project areas. It is assumed that both projects area will include minor utility improvements and pavement replacement of existing trails. We have assumed that a guard rail warrant evaluation will be performed for the location of roadway that has existing guardrail along Peony Lane.

The feasibility report will be prepared based upon the following outline.

- Project Area
- Existing Conditions
- Proposed Improvements
- Estimated Project Costs
- Proposed Financing Plan
- Proposed Assessments
- Proposed Schedule
- Summary and Recommendations

The feasibility report will include exhibits illustrating the proposed improvements.

We will provide a draft feasibility report in digital PDF file for City staff review and respond to one (1) round of comments before finalizing the report.

5.2 Construction Plans and Cost Estimates

Kimley-Horn will prepare detailed final design plans. The final design will be completed in accordance with current MnDOT State Aid and City of Plymouth standards.

For each plan submittal milestone, we will provide a digital PDF file to the City for review. We will prepare cost estimates for each plan submittal. The draft estimates will be submitted to the City for review and any comments will be incorporated into final cost estimates. The cost estimates will be prepared using a MnDOT Statement of Estimated Quantities format and show funding cost splits. At each submittal stage, we will address one round of City comments prior to the next plan submittal stage.

60% Plan Preparation

We will develop plans to 60 percent completion and submit them for review.

95% Plan Preparation

We will develop a 95 percent complete plan set. At this point, the plan set will contain all necessary data for construction less any final agency comments. We will also provide draft specifications as a part of the 95 percent plan submittal. The plans will also be submitted to the MnDOT State Aid office for review and comment.

100% Plan Preparation

We will incorporate final agency comments and prepare a final signed original plan set. The final submittal also will include a complete set of specifications, design computations, quantity documentation, and a final engineer's estimate. Plans also will be provided in Autodesk Civil 3D format.

5.3 Project Manual

We will prepare a complete project manual and submit to the City with the 95 percent and 100 percent submittals. We also will prepare the advertisement for bid using the City's template.

5.4 Permitting

We will prepare National Pollutant Discharge Elimination System application materials including a SWPPP in conformance with State and watershed district requirements.

Task 5 Deliverables: 60 percent, 95 percent, and 100 percent (final construction) plans; 60 percent, 95 percent, and 100 percent (final construction) engineer's estimates; project manual package/proposal; and permits.

TASK 6 – BRIDGE DESIGN

6.1 Bridge Construction Plans and Cost Estimates

Kimley-Horn will prepare detailed final design plans in accordance with current MnDOT Bridge State Aid and City of Plymouth standards. We anticipate the major preservation plan set to consist of

approximately 30 plan sheets, with expansion joint reconstruction and bridge approach panels comprising the majority of the plan sheets.

Additionally, the scope will include detailed approach panel barrier transitions, necessitating special considerations from the existing Type J barrier to the current Type S single-sloped barrier, facilitating the approach guardrail transition to Type 31. The removal and replacement of ornamental metal railing will also be addressed, requiring the integration of modified MnDOT ornamental metal rail details and a design confirmation for post-installed anchorage assemblies and narrower base plates. This will ensure compliance with load and safety standards while maintaining the aesthetic integrity of the railing.

For each plan submittal milestone, we will provide a digital PDF file to the City for review. We will prepare cost estimates for each plan submittal. The draft estimates will be submitted to the City for review and any comments will be incorporated into final cost estimates. The cost estimates will be prepared using a MnDOT Statement of Estimated Quantities format and show funding cost splits. At each submittal stage, we will address one round of City comments prior to the next plan submittal stage.

60% Plan Preparation

We will develop plans to 60 percent completion and submit them for review.

95% Plan Preparation

We will develop a 95 percent complete plan set. At this point, the plan set will contain all necessary data for construction less any final agency comments. We will also provide draft specifications as a part of the 95 percent plan submittal.

100% Plan Preparation

We will incorporate final agency comments and prepare a final signed plan set. The final submittal also will include a complete set of specifications, design computations, quantity documentation, and a final engineer's estimate.

6.2 Bridge Specifications

We will prepare bridge special provisions to be included in the project manual. The bridge special provisions will be submitted to the City for review at the 95 percent and 100 percent completion milestones of the project design.

6.3 Stakeholder Coordination and Review

We will submit 60, 95, and 100 percent bridge construction documents to the MnDOT Bridge State Aid Office for review and respond to one round of comments per submittal. We will coordinate with CPKC Railroad and attend up to three virtual meetings needed to identify fall protection requirements and construction permit process required for project completion over the CPKC railway. Additionally, we will submit 60, 95, and 100 percent bridge construction documents CPKC Railroad for review and respond to one round of comments per submittal.

6.4 Bridge Superstructure Load Rating

We will perform the bridge superstructure load rating in accordance with the MnDOT Bridge Load Rating and Evaluation Manual (2023). This includes the submission of the electronic AASHTOWare BrR load rating file, along with the signed MnDOT Form RC-CL. The load rating will be based on a model of the multi-span superstructure, developed from the existing bridge plans. Proposed modifications to the superstructure's dead load will be incorporated, and two pedestrian live load cases (sidewalk live loading) will be accounted for in the analysis.

Task 6 Deliverables: 60 percent, 95 percent, and 100 percent (final construction) plans; 60 percent, 95 percent, and 100 percent (final construction) engineer's estimates; specifications; and bridge load rating.

TASK 7 – BIDDING & ASBUILTS

7.1 Bidding

Kimley-Horn will prepare the bidding documents for advertisement and upload them to QuestCDN. Kimley-Horn will be available to answer contractor questions during the bidding process and prepare addenda as necessary. After the bid opening, we will tabulate the bids and provide a bid summary letter to the City.

7.2 Asbuilts

Kimley-Horn will prepare the Asbuilt documents for changes that were made during construction from the final plans. We have assumed that the City construction observation staff would provide marked up plans documenting any changes that were made during construction.

Task 7 Deliverables: Addenda; bid tabulation, summary, and asbuilts.

SERVICES NOT INCLUDED

The scope of services included in this Proposal does not include any of the following:

- Right-of-way/easement acquisition services other than the preparation of parcel exhibits and legal descriptions
- Construction administration and observation services

INFORMATION PROVIDED BY THE CLIENT

We shall be entitled to rely on the completeness and accuracy of all information provided by the City. We have assumed that the City will provide the following information for our use:

- As-builts
- Existing signal timing information
- GIS mapping

SCHEDULE

We will provide our services as expeditiously as practicable to meet a final agreed upon schedule. A preliminary schedule is below to allow the project to proceed to construction in 2026.

Begin Project/Notice to Proceed	May 13, 2025
Draft Feasibility Study Complete	June 30, 2025
60% Plan Completion	August 29, 2025
Public Open House Meeting	September/October 2025
95% Plan Completion/Submit to MnDOT State Aid	October 31, 2025
100% Plan Completion	December 19, 2025
Bidding	January 2026
Award Construction Contract	Spring 2026

FEE AND BILLING

Kimley-Horn will provide the scope of services identified in this Proposal on an hourly labor fee plus expense basis. The following is a summary of the estimated fees and expenses for the tasks identified in the scope of services.

Work Task	Estimated Amount
Task 1 – Project Management	\$ 7,020
Task 2 – Gather Background Information	\$ 32,710
Task 3 – Public and Agency Involvement	\$ 19,330
Task 4 – Traffic Analysis	\$ 17,745
Task 5 – Roadway Design	\$138,330
Task 6 – Bridge Design	\$135,345
Task 7 – Bidding & Asbuilts	\$ 10,440
Subtotal	\$360,920
Reimbursable Expenses	\$ 23,100
Total Estimated Cost	\$384,020

A detailed spreadsheet identifying the estimated hours and costs for each task is attached for your information. Labor fee will be billed according to our current standard hourly rate schedule. Fees will be invoiced monthly based on the actual services performed and expenses incurred.

If you concur with all the foregoing and wish to direct us to proceed with the services, it is our understanding that the City will prepare a contract for our review and execution. This Proposal will serve as the scope or services, estimated cost, and schedule to be included in the work order. Fees and times stated in this Proposal are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to work with City of Plymouth on this project. Please contact me if you have questions or you need any additional information.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.



Chadd B. Larson, P.E.
Vice President

Attachments:

- Detailed Fee Spreadsheet
- Project Schedule

Copy: Project File

**CITY OF PLYMOUTH
PEONY LANE REHABILITATION
ESTIMATED FEES AND EXPENSES
APRIL 24, 2025**

TASK / SUBTASK	PROJECT MANAGER	REGISTERED PROFESSIONAL/ DESIGNER	GRADUATE PROFESSIONAL	CADD TECHNICIAN	CONSTRUCTION INSPECTOR	SUB- CONSULTANT HOURS	TOTAL ESTIMATED FEES	TOTAL HOURS
TASK 1 - PROJECT MANAGEMENT								
1.1 Administration	12						\$2,820	12
1.2 General Coordination	4	4					\$1,680	8
1.3 Quality Assurance and Quality Control Functions (QA/QC)	6	6					\$2,520	12
SUBTOTAL	22	10					\$7,020	32
TASK 2 - GATHER BACKGROUND INFORMATION								
2.1 Topographic Surveying and Mapping					24	50	\$9,080	74
2.2 Geotechnical Exploration and Analysis		4				150	\$15,740	154
2.3 Private Utility Investigations and Coordination	2	20		24			\$7,890	46
SUBTOTAL	2	24		24	24	200	\$32,710	274
TASK 3 - PUBLIC AND AGENCY INVOLVEMENT								
3.1 Project Coordination Meetings (9)	12	24					\$7,260	36
3.2 Public Open House Meeting (1)	8	16	8	4			\$6,700	36
3.3 MnDOT Coordination	6	8		16			\$5,370	30
SUBTOTAL	26	48	8	20			\$19,330	102
TASK 4 - TRAFFIC ANALYSIS								
4.1 Data Collection		3	10				\$2,105	13
4.2 Traffic Analysis	2	10	30				\$6,970	42
4.3 Documentation and SJRs	2	15	35				\$8,670	52
SUBTOTAL	4	28	75				\$17,745	107
TASK 5 - ROADWAY DESIGN								
5.1 Feasibility Report Preparation	12	24	60	60			\$25,860	156
5.2 Construction Plans and Cost Estimates	30	100	160	320			\$99,950	610
5.3 Project Manual (95%, 100%)	8	20	32				\$10,540	60
5.4 Permits		4	8				\$1,980	12
SUBTOTAL	50	148	260	380			\$138,330	838
TASK 6 - BRIDGE DESIGN								
6.1 Bridge Construction Plans and Cost Estimates	110	84	100	370			\$114,240	664
6.2 Bridge Specifications	8	2	8				\$3,490	18
6.3 Stakeholder Coordination and Review	31	6	6				\$9,325	43
6.4 Bridge Superstructure Load Rating	10	12	24				\$8,290	46
SUBTOTAL	159	104	138	370			\$135,345	771
TASK 7 - BIDDING & ASBUILTS								
7.1 Bidding	4	16		8			\$5,140	28
7.2 AsbUILts	2	6		24			\$5,300	32
SUBTOTAL	6	22		32			\$10,440	60
TOTAL HOURS PER STAFF CATEGORY	269	384	481	826	24	200	\$360,920	2,184
REIMBURSABLE EXPENSES							\$23,100	
PROJECT TOTALS							\$384,020	2,184

CITY OF PLYMOUTH

RESOLUTION No. 2025-136

RESOLUTION DESIGNATING CONSULTING ENGINEER FOR THE PEONY LANE AND 10TH AVENUE AREA REHABILITATION PROJECT (ST269005)

WHEREAS, the Peony Lane and 10th Avenue Area Rehabilitation Project is listed in the 2025-2034 Capital Improvement Plan (CIP); and

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

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

WHEREAS, staff recommends that Kimley-Horn and Associates, Inc. be designated as the consulting engineer for this project.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that Kimley-Horn and Associates, Inc. is designated as the city's consulting engineer for the Peony Lane and 10th Avenue Area Rehabilitation Project (ST269005) in the amount of \$384,020.

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

To: Dave Callister, City Manager

Prepared by: Natalie Dorcy, Office Support Specialist

Reviewed by: Jodi Gallup, City Clerk

Item: **Approve temporary liquor license application of Mount Olivet Lutheran Church of Plymouth at 12235 Old Rockford Road for an event on July 26**

1. Action Requested:

Adopt attached resolution approving a temporary liquor license application of Mount Olivet Lutheran Church of Plymouth at 12235 Old Rockford Road for an event on July 26.

2. Background:

Mount Olivet Lutheran Church of Plymouth has submitted a temporary liquor license application to serve liquor at their community music festival being held at their church at 12235 Old Rockford Road. The festival "Brews, Eats & Beats" is an annual music festival and fundraiser at Mount Olivet that raises funds for local non-profit organizations dedicated to reducing food insecurity in the community. Staff has reviewed the application and required insurance and has found no reason to deny the license.

3. Budget Impact:

The fee of \$50 has been received.

4. Attachments:

1. City Council Resolution 2025-137

CITY OF PLYMOUTH

RESOLUTION No. 2025-137

RESOLUTION APPROVING TEMPORARY LIQUOR LICENSE APPLICATION OF MOUNT OLIVET LUTHERAN CHURCH OF PLYMOUTH

WHEREAS, Mount Olivet Lutheran Church of Plymouth has submitted a temporary liquor license application for an event at 12235 Old Rockford Road on July 26; and

WHEREAS, the required fees and certificate of liquor liability insurance have been received.

NOW, THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA, that the temporary liquor license application for Mount Olivet Lutheran Church of Plymouth at 12235 Old Rockford Road on July 26 is approved.

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

To: Dave Callister, City Manager

Prepared by: Natalie Dorcy, Office Support Specialist

Reviewed by: Jodi Gallup, City Clerk

Item: **Approve temporary on-sale liquor licenses for Plymouth Civic League for events on June 20, 2025, July 11, 2025, August 15, 2025 and October 9, 2025**

1. Action Requested:

Adopt attached resolutions approving temporary on-sale liquor license for Plymouth Civic League.

2. Background:

Plymouth Civic League proposes to serve liquor at events on:

- June 20, 2025 (community concert night at Hilde Performance Center)
- July 11, 2025 (community concert night at Hilde Performance Center)
- August 15, 2025 (community concert night at Hilde Performance Center)
- October 9, 2025 (annual fundraiser at Plymouth Community Center)

The Plymouth Civic League has served liquor at previous events.

3. Budget Impact:

License fee of \$50 per event and liability insurance have been received.

4. Attachments:

1. Resolution - June 20
2. Resolution - July 11
3. Resolution - August 15
4. Resolution - October 9

CITY OF PLYMOUTH

RESOLUTION No. 2025-138

RESOLUTION APPROVING TEMPORARY LIQUOR LICENSE APPLICATION OF PLYMOUTH CIVIC LEAGUE

WHEREAS, Plymouth Civic League has submitted a Temporary Liquor License application for a city community concert night at the Hilde Performance Center, 3500 Plymouth Boulevard, on June 20, 2025; and

WHEREAS, this event is classified as a community event per Minnesota Statutes concerning Temporary Liquor Licenses; and

WHEREAS, the required fee and certificate of liquor liability insurance have been received.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA, that the Temporary Liquor License application of Plymouth Civic League for a city community concert night at the Hilde Performance Center on June 20, 2025 is approved.

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

CITY OF PLYMOUTH

RESOLUTION No. 2025-139

RESOLUTION APPROVING TEMPORARY LIQUOR LICENSE APPLICATION OF PLYMOUTH CIVIC LEAGUE

WHEREAS, Plymouth Civic League has submitted a Temporary Liquor License application for a city community concert night at the Hilde Performance Center, 3500 Plymouth Boulevard, on July 11, 2025; and

WHEREAS, this event is classified as a community event per Minnesota Statutes concerning Temporary Liquor Licenses; and

WHEREAS, the required fee and certificate of liquor liability insurance have been received.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA, that the Temporary Liquor License application of Plymouth Civic League for a city community concert night at the Hilde Performance Center on July 11, 2025 is approved.

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

CITY OF PLYMOUTH

RESOLUTION No. 2025-140

RESOLUTION APPROVING TEMPORARY LIQUOR LICENSE APPLICATION OF PLYMOUTH CIVIC LEAGUE

WHEREAS, Plymouth Civic League has submitted a Temporary Liquor License application for a city community concert night at the Hilde Performance Center, 3500 Plymouth Boulevard, on August 15, 2025; and

WHEREAS, this event is classified as a community event per Minnesota Statutes concerning Temporary Liquor Licenses; and

WHEREAS, the required fee and certificate of liquor liability insurance have been received.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA, that the Temporary Liquor License application of Plymouth Civic League for a city community concert night at the Hilde Performance Center on August 15, 2025 is approved.

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

CITY OF PLYMOUTH

RESOLUTION No. 2025-141

RESOLUTION APPROVING TEMPORARY LIQUOR LICENSE APPLICATION OF PLYMOUTH CIVIC LEAGUE

WHEREAS, Plymouth Civic League has submitted a Temporary Liquor License application for an event at the Plymouth Community Center, 14800 34th Avenue North, on October 9, 2025; and

WHEREAS, the required fee and certificate of liquor liability insurance have been received.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA, that the Temporary Liquor License application of Plymouth Civic League for an event at the Plymouth Community Center on October 9, 2025 is approved.

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

To: Dave Callister, City Manager

Prepared by: Natalie Dorcy, Office Support Specialist

Reviewed by: Jodi Gallup, City Clerk

Item: **Approve tobacco license application of Cobra CORP d/b/a Cobra Convenience, 10730 Highway 55**

1. Action Requested:

Adopt attached resolution approving tobacco license application of Cobra CORP d/b/a Cobra Convenience, 10730 Highway 55.

2. Background:

Cobra CORP d/b/a Cobra Convenience has submitted an application for a tobacco license located at 10730 Highway 55. The current site has not previously had a tobacco license but meets the zoning criteria as tobacco products can be sold as an accessory use within a convenience store and the new applicant meets the licensing requirements per City Code 1150.

License is contingent upon the Planning Department approving the necessary permits.

3. Budget Impact:

License fee has been received.

4. Attachments:

1. City Council Resolution 2025-142

CITY OF PLYMOUTH

RESOLUTION No. 2025-142

RESOLUTION APPROVING TOBACCO LICENSE APPLICATION OF COBRA CORP D/B/A COBRA CONVENIENCE, 10730 HIGHWAY 55

WHEREAS, Cobra Corp d/b/a Cobra Convenience, has submitted a tobacco license application for Cobra Convenience located at 10730 Highway 55; and

WHEREAS, the applicant meets the licensing requirements per City Code 1150; and

WHEREAS, the license fee has been received.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLYMOUTH, MINNESOTA that the tobacco license application submitted by Cobra CORP for Cobra Convenience 10730 Highway 55 is approved, contingent on building permit approvals, for a license period to expire December 31, 2025.

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

To: Dave Callister, City Manager

Prepared by: Chris McKenzie, Engineering Services Manager

Reviewed by: Michael Thompson, Public Works Director

Item: **Award contract for 2025 Pavement Markings Project (ST25003)**

1. Action Requested:

Adopt resolution awarding contract for the 2025 Pavement Markings Project (ST25003)

2. Background:

The city maintains and refreshes the pavement markings annually to ensure the safety of the roadways. Staff prepared specifications and sought competitive bids for pavement markings for 2025. On April 24, 2025, bids were opened for the project, with one bid received, as reflected in the attached bid tabulation. The bid is 6% below the engineers' estimate. Staff reviewed the information submitted by Sir Lines-A-Lot to comply with the bidder qualifications criteria policy and finds the information acceptable. The company has completed similar projects for the city in recent years and is capable of completing the project in accordance with the approved plans and specifications.

3. Budget Impact:

Contracted pavement marking maintenance activities are included in the approved 2025 budget. The total project cost is \$201,436.60 and is funded from the Street Maintenance division budget.

4. Attachments:

1. Bid Tabulation
2. City Council Resolution 2025-143



2025 PAVEMENT MARKINGS

CITY PROJECT: 25-ST25003
Bids Opened: 4/24/2025 10:30 a.m.

Line Item	Item Description	Unit	Quantity	Engineer Estimate		Sir Lines-A-Lot, LLC	
				Unit Price	Extension	Unit Price	Extension
1	REMOVE COMBO ARROW - RIGHT	SF	190	\$1.00	\$190.00	\$4.00	\$760.00
2	REMOVE TURN ARROW - LEFT	SF	96	\$1.00	\$96.00	\$4.00	\$384.00
3	REMOVE 4" BROKEN WHITE	LF	234	\$1.00	\$234.00	\$0.30	\$70.20
4	REMOVE 4" SOLID DOUBLE YELLOW	LF	9508	\$1.00	\$9,508.00	\$0.60	\$5,704.80
5	REMOVE 4" SOLID WHITE	LF	3058	\$1.00	\$3,058.00	\$0.30	\$917.40
6	4" YELLOW STRIPING	LF	591000	\$0.10	\$59,100.00	\$0.095	\$56,145.00
7	4" WHITE STRIPING	LF	393000	\$0.10	\$39,300.00	\$0.095	\$37,335.00
8	12" WHITE STOP BAR	LF	117	\$1.50	\$175.50	\$1.50	\$175.50
9	24" YELLOW STRIPING	LF	2510	\$1.70	\$4,267.00	\$1.70	\$4,267.00
10	24" WHITE STOP BAR	LF	4235	\$1.70	\$7,199.50	\$1.70	\$7,199.50
11	4" SKIP YELLOW - TRAIL	LF	4709	\$0.30	\$1,412.70	\$0.23	\$1,083.07
12	4" SOLID WHITE - TRAIL	LF	32168	\$0.30	\$9,650.40	\$0.23	\$7,398.64
13	WHITE CROSS WALK BLOCK STRIPING	SF	50000	\$1.00	\$50,000.00	\$1.00	\$50,000.00
14	ARROWS	EACH	965	\$25.00	\$24,125.00	\$25.00	\$24,125.00
15	RR XING MESSAGE	EACH	15	\$130.00	\$1,950.00	\$120.00	\$1,800.00
16	HUMPS (CHEVRON MARKINGS)	EACH	10	\$80.00	\$800.00	\$70.00	\$700.00
17	COMBO ARROWS	EACH	56	\$45.00	\$2,520.00	\$40.00	\$2,240.00
18	CAT TRACKING LOCATIONS (8) - 4" WHITE STRIPING	LF	2500	\$0.25	\$625.00	\$0.095	\$237.50
19	STOP AHEAD MESSAGE	EACH	2	\$105.00	\$210.00	\$105.00	\$210.00
20	PARKING STALL & HATCH MARK	LF	2713	\$0.30	\$813.90	\$0.23	\$623.99
21	HANDICAP SYMBOL	EACH	2	\$30.00	\$60.00	\$30.00	\$60.00
				TOTAL:	\$215,295.00		\$201,436.60

CITY OF PLYMOUTH

RESOLUTION No. 2025-143

RESOLUTION AWARDING THE CONTRACT FOR THE 2025 PAVEMENT MARKING PROJECT (ST25003)

WHEREAS, pursuant to an advertisement for bids for the 2025 Pavement Marking Project, bids were received, opened and tabulated according to State law, and the following bid was received complying with the advertisement:

Contractor	Base Bid
Sir Lines-A-Lot, LLC	\$201,436.60

WHEREAS, Sir Lines-A-Lot, LLC, from Edina, Minnesota, is the lowest responsible bidder and complies with the minimum qualifications; and

WHEREAS, the City Engineer recommends awarding the project to Sir Lines-A-Lot, LLC.

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

1. The appropriate City Officials are authorized and directed to enter into the contract with Sir Lines-A-Lot, LLC from Edina, Minnesota in the name of the City of Plymouth for the 2025 Pavement Marking Project according to the plans and specifications therefore approved by the City Council and on file in the office of the City Engineer in the amount of \$201,436.60.

BE IT FURTHER RESOLVED, that funding for this project shall be from the Street Maintenance General Fund in the amount of \$201,436.60.

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

To: Dave Callister, City Manager

Prepared by: Lori Sommers, Planning Manager

Reviewed by: Grant Fernelius, CED Director

Item: **Pre-application sketch plan review for the property located at 1455 County Road 101 (Marco McLane Development - 2025012)**

1. Action Requested:

Review submitted information and provide feedback.

2. Background:

On April 16, 2025, the Planning Commission conducted a public meeting to review a pre-application sketch plan submitted by Marco McLane Development for the property located at 1455 County Road 101. The applicant was present in support of the request. In addition to the applicant, four people from the public spoke on the matter and four emails were received. The major concerns about the proposal were the increase in traffic, affordable housing, public safety, and the proposed density. Additional comments included concerns over the possible design of the apartment building and the proposed uses not having enough parking.

3. Budget Impact:

N/A

4. Attachments:

1. Planning Commission Minutes
2. Planning Commission Report
3. Applicant narrative and graphics
4. PUD Policy
5. Comments Received

Proposed Minutes Planning Commission Meeting April 16, 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 April 16, 2025.

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

COMMISSIONERS ABSENT: None

STAFF PRESENT: Planning Manager Lori Sommers 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 Fowler and seconded by Commissioner Anderson to approve the agenda. With all Commissioners voting in favor, the motion carried.

Consent Agenda

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

(4.2) Review community and economic development department 2024 annual report.

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

Public Hearing

New Business

(6.1) Pre-application sketch plan review for the property located at 1455 County Road 101 (Marco McLane Development – 2025012)

Planning Manager Sommers presented the staff report.

Chair Boo introduced Matt Mithun, Tim Marco, and Mark McLane representing the development team. Mr. Mithun commented that they are excited about the project and to hear the feedback of the commission.

Mr. Marco stated that there are about 10,000 square feet of existing business uses on the northwest corner. He stated that between those uses and the southeastern corner is about 40,000 square feet of space that has not been able to be filled. He provided additional details on the proposed phasing and construction timelines for the commercial and residential portions of the development. He recognized that this would be the full site plan, maximizing the capacity of buildings that could be on the site, and they are evaluating other options that could increase parking and enhance the flow of traffic within the site. He believed there is a benefit to the two uses that would allow for shared parking between the commercial and residential uses. He explained that they would lean towards larger units rather than smaller units for the residential product. He referenced the issue of setbacks and commented that they are looking at options to increase setbacks in some areas. He welcomed feedback on the PUD policy, noting that they do not have a set affordability factor in mind, but noted that market rate would be the driving factor for this development.

Chair Boo welcomed input from residents.

Chair Boo introduced Willy Garza, 1715 Merrimac Lane, who stated that he is not happy with this development. He stated that he owns two townhomes and is receiving a lot of feedback about the community that is not positive. He stated that he has cameras around his home, which are necessary, and commented on the negative activity he witnesses from the Colony and the apartment complex on the other side of CVS. He commented on the enormous amount of trash that is littered around the properties and the large amount of foot traffic going from the apartments to the Family Dollar store. He asked if anyone on the commission lives on Merrimac Lane or in that part of Plymouth. He stated that this part of Plymouth has changed and is becoming more like North Minneapolis. He stated that he would not support this type of development and would prefer a senior apartment complex.

Chair Boo introduced Ted Sharp, 1625 Merrimac Lane, who commented that he believes there will be an issue with visibility at CR 6 and 101. He commented on the cut-through traffic that they receive down the street and was concerned that could increase. He noted that his largest concern is with parking. He asked the percentage of affordable housing that would be included with this project. He stated that 200 units seem like a lot.

Chair Boo introduced Patty Martin, 1715 Merrimac Lane, who stated that her largest concern is with traffic as the area already experiences high levels of traffic. She stated that Plymouth Colony has 156 units, and even though the complex has underground parking, some people cannot afford that or choose not to use it, and therefore, the parking spills outside of the surface lot and onto adjacent roadways.

Chair Boo introduced Jess Durant, 1325 Peony Lane, who commented that four stories seem tall for the area and could impact the sightlines of the busy intersection. She asked how this development would impact the ecosystem of the area. She explained that the area is beginning a road construction project, and if this is approved, they would go directly from the road project into more construction for this site. She asked for details on the composition of the housing units, noting that 200 units seems high in an area that is already high density without much of a buffer. She commented on the lack of affordable housing in Plymouth and would support the inclusion of affordable housing for this project. She did not oppose more people enjoying the area, but suggested perhaps a smaller-scale residential building.

Commissioner Olson asked for details on the size of the proposed apartments.

Mr. Marco stated that they have not yet programmed the sizes for the units, but explained that they are not attempting to cram a lot of small units into the building. He stated that they would have a good mix of units, up to three-bedroom units, with a lower percentage of the small units.

Commissioner Olson asked if the existing tenants are open to moving to the new building.

Mr. Marco commented that they have already been in discussions with the existing tenants on the northeast corner to move them over.

Commissioner Olson recognized the comments that there is a parking issue at the Colony and asked the parking ratio for that building.

Chair Boo recognized that they do not yet have a traffic study and therefore cannot provide input on the impact this would have on traffic. He noted that a traffic study would be provided as part of the formal application. He stated that an environmental study will not be required, but they will want to understand the hydrology for the site, recognizing that the site was developed before the current stormwater management rules.

Commissioner Wixon asked if the developer owns the property or whether there is an agreement subject to the city approvals.

Mr. Marco replied that they have a purchase agreement with the current owner, which is contingent upon city approvals.

Commissioner Wixon referenced the comment from the Merrimac Lane resident that the neighborhood is rough, while the resident on Peony Lane stated that it was a lovely place to live, and asked what attracted the developer to this property.

Mr. Marco stated that they believe that Plymouth is an ideal place to live, and they like the convenient access to major thoroughfares without being on a major highway. He stated that this would be a market-rate apartment building with some level of affordability based on the city requirements. He felt confident that this product would be desirable and did not feel that 200 units would be too many, as there are not comparable housing units of this type in the area. He stated that the retail and school in this area are drivers for housing.

Mr. Mithun commented that he spent a lot of time in Plymouth growing up, and now with his kids, for sports. He stated that he previously owned a building across from this site on the other side of 101 and is not discouraged. He stated that they love the idea of diversity in this setting and think it is a great neighborhood.

Commissioner Wixon asked for information on the experience of the developers with apartment buildings.

Mr. Mithun replied that together they have worked on three apartment building projects over the last six years. He stated that he personally owns other properties as well.

Mr. McLane stated that he and Mr. Marco have also collaborated on a litany of projects, both residential and commercial, estimating 1,100 to 1,200 residential units over the last ten years. He stated that he also has a background in affordable housing prior to the current momentum. He stated that this neighborhood offers an opportunity to do something different but complementary to other large-scale projects, to create a family-focused neighborhood.

Commissioner Markanda asked why they would not consider something smaller, such as condos, townhomes, or an outdoor plaza, rather than apartments. She asked if there have been any other concepts for the property to make it more unique and attractive.

Mr. Marco replied that they do not develop condos, as the for-sale market is tricky in the state of Minnesota. He stated that in terms of layout and density, townhomes would not fit on this parcel with the commercial and adjacent development. He stated that with the street frontage, they felt better about an apartment community, but acknowledged that there are things they can do within the development to make it more unique.

Commissioner Markanda recognized the aging population that is retiring and looking to downsize, and asked if that senior population had been considered.

Mr. Marco commented that the need could be accommodated through this apartment complex with the larger unit sizes, although it would not be an age-restricted community. He did not believe that the residents of this complex would be on the younger side, and would be a mix of ages, young families, and people who have downsized.

Commissioner Markanda asked if there is an idea of the tenant for the area marked as retail A.

Mr. Marco replied that the doctor's office and dentist currently on the site would move to that building.

Commissioner Markanda asked how the developer anticipates being able to mitigate the concerns expressed tonight with the overall area and its residents.

Mr. Marco replied that they would follow the normal process of due diligence with the studies that will follow as part of the development process. He stated that through design, they will hopefully be a net additive to the area, as often new development helps to bring more appeal to an area and encourages refresh.

Commissioner Anderson stated that storm ponding was not required when the original site was developed, and did not see a pond proposed. He asked if underground treatment would be proposed.

Mr. Marco confirmed that they would do stormwater treatment for the entirety of the site, which would primarily be subgrade. He stated that they would provide surface infiltration where they could, but acknowledged that would be more for aesthetic purposes than stormwater management.

Commissioner Anderson asked if there had been any thought towards architecture or materials.

Mr. Marco replied that they have hired one of the best architects who has countless examples of multifamily housing. He noted that they would not request a deviation from the required materials and would plan to have the proper renderings at the next stage of submission.

Commissioner Anderson stated that he would need convincing that the parking ratio would work. He stated that he would want staff to provide the parking ratios for the apartments in this area, as well as for comparison.

Mr. Marco commented that he understands that they need to contain the parking within the boundaries of the site, and they would complete the proper analysis to ensure they get the parking right for this property.

Commissioner Wixon asked if the curb and gutter and parking lot would all be new material.

Mr. Marco replied that is a potential. He stated that they need to complete a detailed phasing plan, as some of the parking will remain with the active businesses. He stated that they would at minimum be doing a mill and overlay with striping.

Commissioner Willis commented that the graphic is thin in terms of what is being proposed. He asked the type of retail that is being considered for 1,400 square feet.

Mr. Marco replied that could be something small, such as food and beverages with a drive-thru. He stated that they do not have any leases at this time, but the shape would lend itself towards a coffee/beverage user.

Commissioner Willis commented that he would want to see how the water would be treated and taken off the site. He stated that he will be curious to see what will be done to provide market-rate housing that would be affordable.

Mr. Marco replied that there are different levels of affordability that could be included. He stated that the inclusionary housing policy requires a level of affordability, and they would plan to meet that obligation.

Commissioner Willis commented that the site is ideally suited for more affordable housing for young families whose children could attend the school across the street. He referenced the retail on the corner and commented that the single-story will ease his concerns. He asked what type of open space would be provided for the residents.

Mr. Marco identified a small courtyard in the southeast corner, along with sidewalks that could provide connectivity.

Commissioner Willis encouraged the developer to submit a formal application.

Commissioner Markanda stated that it is her understanding that mixed-use property requires more nuance and intense management and asked how that would be addressed.

Mr. Marco agreed and stated that they would need to ensure the property documentation is in place for cross easements, access, management, and maintenance, as well as finding the right management company that has experience with commercial and residential management. He stated that management would be outsourced to third parties.

Commissioner Markanda asked if the developer has experienced gentrification risks with this type of development.

Mr. Marco replied that they have not.

Commissioner Olson asked if the vacancy rate for apartments in Plymouth.

Mr. Marco was unsure but did not believe it is high.

Planning Manager Sommers replied that she was also unsure.

Commissioner Olson commented that the drive-thru is never popular in neighborhoods and asked if that would be a deal-breaker item. She asked if it could be moved to ensure people do not need to go through the whole parking lot.

Mr. Marco replied that they have looked at placing that in many different locations, and they are currently evaluating the cost-benefit for that element.

Mr. Mithun stated that he will follow up on the vacancy rate. He stated that construction has slowed, and therefore, he feels strongly about the demand that will exist.

Chair Boo agreed that the placement of the drive-thru would not be ideal. He stated that the development seems to crowd the boundaries of the site, which minimizes the ability for green space and buffering. He acknowledged the need for setback relief and would prefer not to crowd the roadways. He liked the idea of the retail A building as that fills the corner and gives it substance. He stated that overall, it seems that a lot of being crowded into the plat to maximize opportunity and potential use. He stated that this seems dense for this location with less greenspace opportunity that could otherwise exist. He recognized that the market will dictate the tenants that will come and acknowledged the desire for more affordable housing in the community while also ensuring a successful product. He recognized that success tends to come from a mix of uses and demographics. He stated that the scale of the development does not bother him, as the church and existing apartments provide a buffer from the existing single-family area. He recognized that they are moving away from retail use in this area and noted that retail has not been very successful in this area; therefore, another solution seems appropriate. He

was encouraged that this would be a nice node between residential and retail and the possibilities that can present.

Commissioner Fowler stated that he agrees with a lot of the comments and agreed that this would make sense as mixed use and would be a logical use of the site as a buffer between commercial, residential, and the church. He echoed the concerns with the proposed drive-thru location and conflicts with traffic and headlights from vehicles shining into apartments. He stated that he would like to see some of the larger units affordable for families as well. He did not have any issues along CR 6 and 101 in terms of setbacks, as long as the comments of the engineers are addressed. He stated that there needs to be more information provided on parking, which will work itself out with the unit sizes. He stated that there is a good mix of uses between commercial and residential that would lend towards shared parking for the site, but it needs to be shown that it will work. He would like to see a dedicated outdoor green space that could be used by all uses as part of the PUD.

Commissioner Markanda stated that she feels the number of apartments and density would drive a number of risks in terms of noise, maintenance, and management. She believed they should find something that balances all of the factors to ensure overall harmony in that area.

Commissioner Wixon echoed the comments related to the density. He asked where people would take their dogs if they owned a dog.

Mr. McLane stated that they are still working out the details related to density. He recognized that this is not an open site, and this site has a substantial amount of cost to get to the point where they can build something. He stated that the number of units would allow them to provide other benefits, such as affordability. He appreciated the feedback that the commission provided tonight. He recognized the challenges that they would have in developing this site, such as stormwater management and treatment that is not currently provided on this site. He stated that they would strive to find a balance of what works for the site and overall neighborhood.

Adjournment

Chair Boo adjourned the meeting at 8:18 p.m.

To: Plymouth Planning Commission

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

Subject: Marco McLane Development
Pre-application sketch plan review located at 1455 County Road 101
2025012

Deadline: NA

Summary

The applicant has requested a pre-application sketch plan review of a proposed redevelopment of approximately 65,000 square feet of commercial space on a 6.56-acre site for a mixed-use project. The proposed project would consist of 11,400 square foot single story commercial building, 1,400 square foot retail building, a 4-story apartment building and retain 21,750 square feet of existing commercial building.

Pre-application sketch plan reviews provide the city an opportunity to weigh in on a potential request at a high level, flag potential issues, and provide feedback prior to an applicant investing significant dollars in engineering and plan creation.

The applicant is requesting feedback on the proposed plan, which would require changes to the city's comprehensive plan. The following have been reviewed in this report:

1. Sketch plan review for a plan including demolition of part of the existing commercial building, an apartment and two commercial buildings
2. Reguiding property from C (commercial) to MXD (mixed use)
3. Rezoning property from C-2 (neighborhood commercial) to PUD (planned unit development)

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

Recommended Action

No official action required.



Feedback Requested

1. Should the applicant move forward with a development proposal for this site?
2. Should the City of Plymouth amend their 2040 Comprehensive Plan to allow for mixed-use/housing at this site?

Site Information

The property is zoned C-2 (neighborhood commercial) and guided C (commercial) which does not allow residential or a mixed-use project.

Zoning and Land Use

	Zoning	Land Use Designation (2040 Comprehensive Plan)
Subject Property	C-2	C
North (across Cnty Rd 6)	C-2, RSF-1	C, LA-1
East (across Cnty Rd 101)	C-2	C
South (across 14 th Ave)	RMF-4	LA-4
West (across Olive Ln)	RMF-4, RSF-1	LA-1, LA-4

School District

The site is in the Wayzata School District (#284).

Natural Characteristics of Site

This site is in the Minnehaha Creek Watershed District. It does not contain any land within the Shoreland or Flood Plain Overlay District. The site contains no wetlands.

Previous City Actions Affecting Site

The existing commercial building built in 1986.

Analysis of Request: Sketch Plan

The applicant has requested a high-level review of a sketch plan, under the plan, a portion of the existing building would be demolished. The tenants in the southeast quadrant of the building such as the Original Pancake House and Dollar Tree would remain. A new 200-unit apartment building, and two commercial buildings would be added to the site. The proposed project includes:

1. One apartment building, approximately 4 stories of residential with underground parking.
2. One commercial building in the northeast (11,400 square feet). The existing medical clinics are proposed to move into this space.
3. Demolition of a portion of the existing commercial building and retaining the tenants in the southeast quadrant of the building such as the Original Pancake House and Dollar Tree would remain (21,750sf to remain).
4. Drive-through retail building (1,400sf).

The 6.56-acre project would include approximately 200 units of residential with approximately 262 structured parking stalls and 41 surface parking stalls, for a total of 303 parking spaces for the apartment building (1.52 spaces per unit). The zoning ordinance requires a total of 360 parking spaces for the use (1.8 spaces per unit).

The applicant is proposing a total of 158 parking spaces for the proposed commercial spaces. The zoning ordinance requires 1 parking space per 200 feet of floor area for retail use and medical clinic uses and 1 per 2.5 seats, plus 1 per 15 square feet of public service and counter area for restaurants. In estimating the required parking for the proposed project, a total of 173 spaces could be required but a more detailed analysis would be required once the plans are more fully developed.

The site will continue full access off 14th Avenue and a proposed access off Olive Lane for the apartment garage. No vehicle access is proposed off County Road 101 and 6. The applicant is proposing sidewalks within the development that would connect to the existing city sidewalk system on the north and east sides of the property and the private sidewalk on the south and west sides of the property. Pedestrian connectivity would be important component for this redevelopment site and should be provided not only around the perimeter of the site but also within the site to safely connect the apartment building to the commercial uses and the city's transit system. The city's Metrolink bus provides for access to a park and ride facility at St. Philip the Deacon Lutheran Church. The proposed project site is located less than a ¼ mile away from that park and ride site.

The applicant is proposing to rezone the site to a planned unit development (PUD). Under the current proposal, the applicant would need to request PUD flexibility for the following zoning requirements: reduction in parking spaces, parking setbacks, allow a drive-through adjacent to residential, allow drive-through not to have a bypass lane, and multiple building setback reductions.

Feedback requested:

- Should the project include housing?
- Is there adequate parking available for the apartment use?
- Is there adequate parking available for the commercial uses?
- Should the project include a drive-through commercial space?
- Should the buildings meet setback requirements?

Reguiding - MXD:

In reviewing density, the overall site contains 6.56 acres, and this site could accommodate 79 to 230 dwelling units under a mixed-use guiding. The developer is proposing 200 dwelling units for the site, resulting in a density of 30.5 dwelling units per acre. The proposed density would be within the allowable density range specified by the comprehensive plan if reguided to MXD.

The comprehensive plan does not identify the need for additional park land acquisition on the subject site. As a result, the applicant is not required to dedicate park land to the city. The

applicant would be required to pay an equivalent cash fee in lieu of land dedication if the project moves forward.

Feedback requested:

- What size of apartment building, if any, is appropriate in this area? The applicant is proposing a 200-unit 4-story building (1 floor of underground parking).

Rezoning - PUD:

Staff finds that the proposed project could meet the merits for a planned unit development (PUD). The city's PUD policy requires at least 15 points from at least two different amenity categories. The project is proposing to do affordable housing (10 points), site is located within a ¼ mile of a transit stop (5 points), proximity to services (5 points) and would likely include bicycle facilities and storage in the apartment building.

Feedback requested:

- Should the project include affordable housing?
- Should the project consider any of the other PUD amenity categories listed?

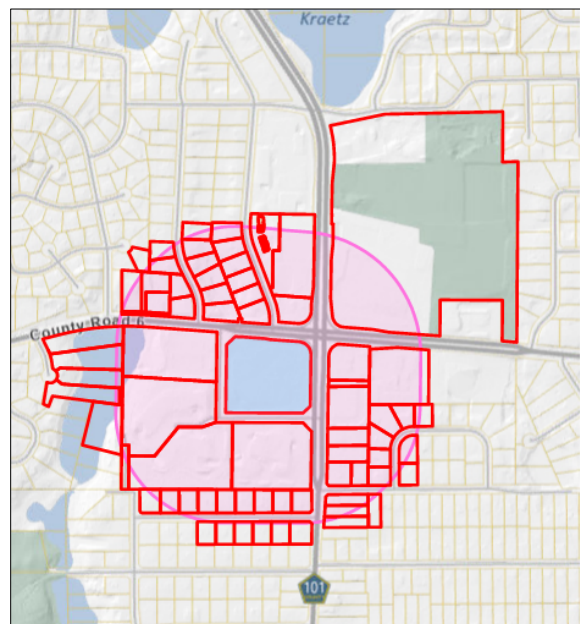
Level of Discretion in Decision-Making

The City has a high level of discretion in reviewing sketch plans. Any opinions or comments provided to the applicant by the staff, Planning Commission, and City Council shall be considered advisory only and shall not constitute a binding decision on the request.

A sketch plan is neither approved nor denied, but rather, the purpose of a sketch plan review is to give the developer an opportunity to solicit informal comments from the City before incurring costs associated with a full development application. Note that a full analysis of the site details is not conducted as part of a sketch plan review.

Public Notice

Notice of the public hearing was mailed to all property owners within 750 feet of the site.





Plymouth Plaza
1415-1495 County Hwy 101
Plymouth, MN 55447

PRE-APPLICATION SKETCH REVIEW NARRATIVE
March 21, 2025

Project Location

Plymouth Plaza is located at the southwest corner of county highway 6 and county highway 101. The site is 6.56 acres and currently consists of approximately 65,000 sf of commercial space built in 1989 and is surrounded by surface parking. The building orientation is no longer market viable and the structures are mostly functionally obsolete. The site is in a vibrant part of the community and could be described as a quintessential neighborhood node of commercial and transitional residential development serving the broader single-family neighborhoods.

Project Vision

The proposed development will occur in two phases. The first phase will include the construction of an 11,400 square foot single story commercial building at the northeast corner of the project site. Construction of the new commercial building will include site improvements around the existing multi-tenant commercial building. Upon completion of phase 1 construction, tenants located within the existing commercial building along Olive Lane N will relocate to the new commercial building. Those tenants that occupy the southeast quadrant of the existing building will remain, and operate, in their current location.

Phase two will commence when the western half of the existing commercial building is fully vacated and ready for demolition. The expected timing of phase 2 commencement is 12 months from start of construction on the phase 1 new commercial building. Phase 2 will consist of approximately 200 new multi-family apartments along with underground and surface parking stalls. The apartments will be a mix of studio, 1bd, 2bd, and 3bd apartments serving residents from various income levels. The entire western half of the existing site will be demolished and rebuilt.

The project will be submitted as a planned unit development and will also require a comprehensive plan amendment to permit multi-family housing due to its zoning designation. The project, as initially programmed, will meet the scoring criteria outlined in the recently adopted PUD Policy from an array of the applicable categories. This potential PUD redevelopment can occur without the displacement of existing businesses, and instead create more efficient, modern spaces for those businesses to continue to operate for years to come.

Project Alignment with City Goals and Objectives

City Center

- This project will add residents and further establish long term community businesses to support the growth, development, and activation of City Center.

Redevelopment Vision

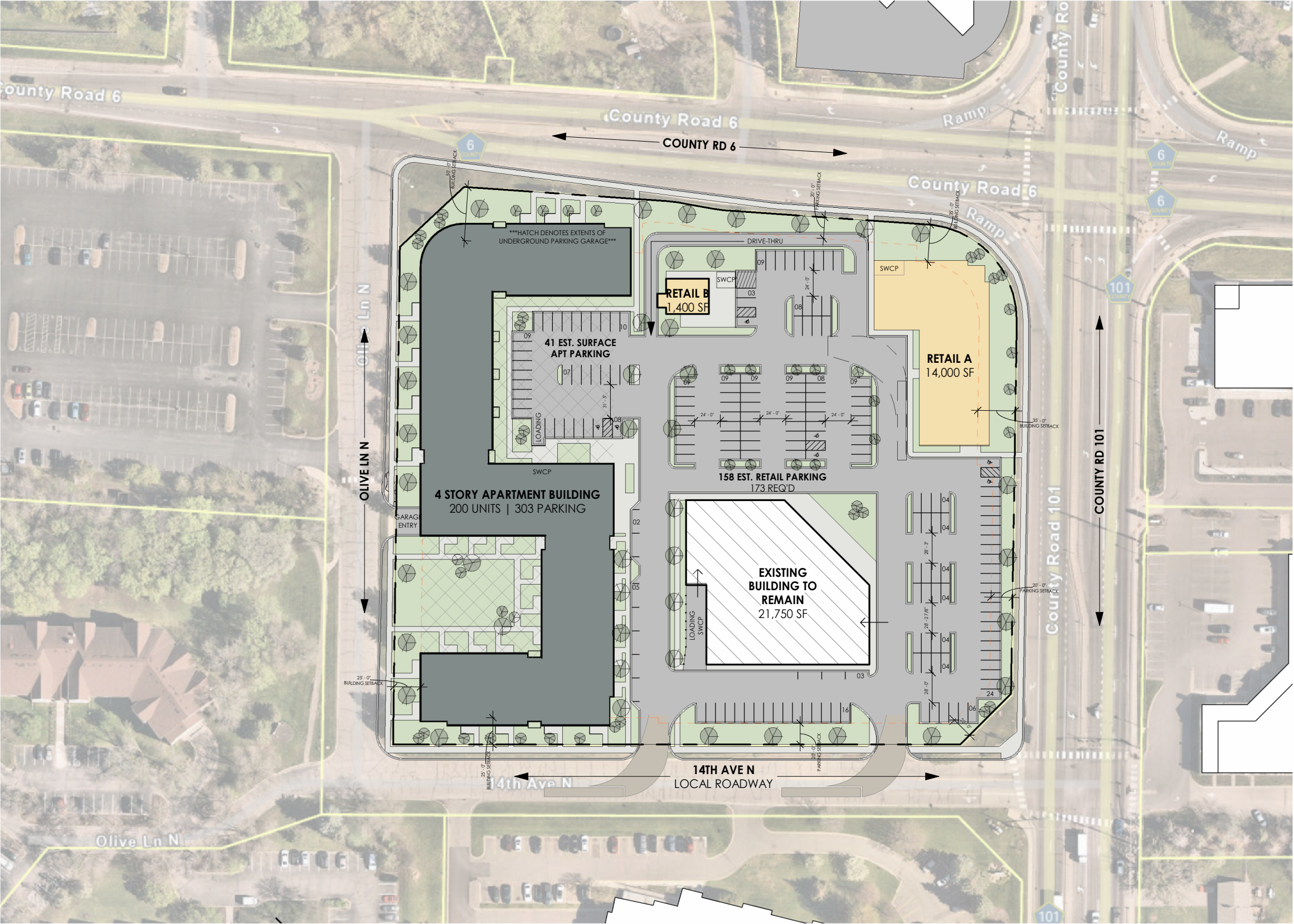
- The current functionally obsolete building being redeveloped into a horizontally mixed-use project that preserves established community-based businesses and creates additional housing opportunities for current and new residents from various income levels to live, work, and play in Plymouth.
- The project site is on an active public transportation line with convenient access to major arterials.

Environment

- The existing site does not currently maintain stormwater management, new development will account for existing and newly constructed buildings and surfaces.
- The project will pursue sustainability initiatives through new construction.

City of Choice

- Plymouth has seen tremendous growth and is highly sought after. Much of that development has served areas outside of this project area. This project will preserve commercial vitality at this intersection and bring much needed diversity in housing options to this community node that does not exist today. The balance of accessibility, livability, and commerce in this area is additive to Plymouth being a city of choice.



1 | Fit Plan

SCALE: 1" = 100'-0"

Development Summary

Address	1455 County Rd 101 Plymouth, MN 55447
PID #	3011822440011
Parcel Area	6.56 Acres 285,839 SF

Apartment Summary

Total SF	= 304,130 SF
Finished	= 219,200 SF
Parking	= 84,930 SF

Parking SF	= 84,930 SF
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Finished SF	= 219,200 SF
Level 1	= 54,800 SF
Level 2	= 54,800 SF
Level 3	= 54,800 SF
Level 4	= 54,800 SF

Rentable Estimate	
80%	= 175,360 SF
82%	= 179,744 SF
84%	= 184,128 SF
86%	= 188,512 SF

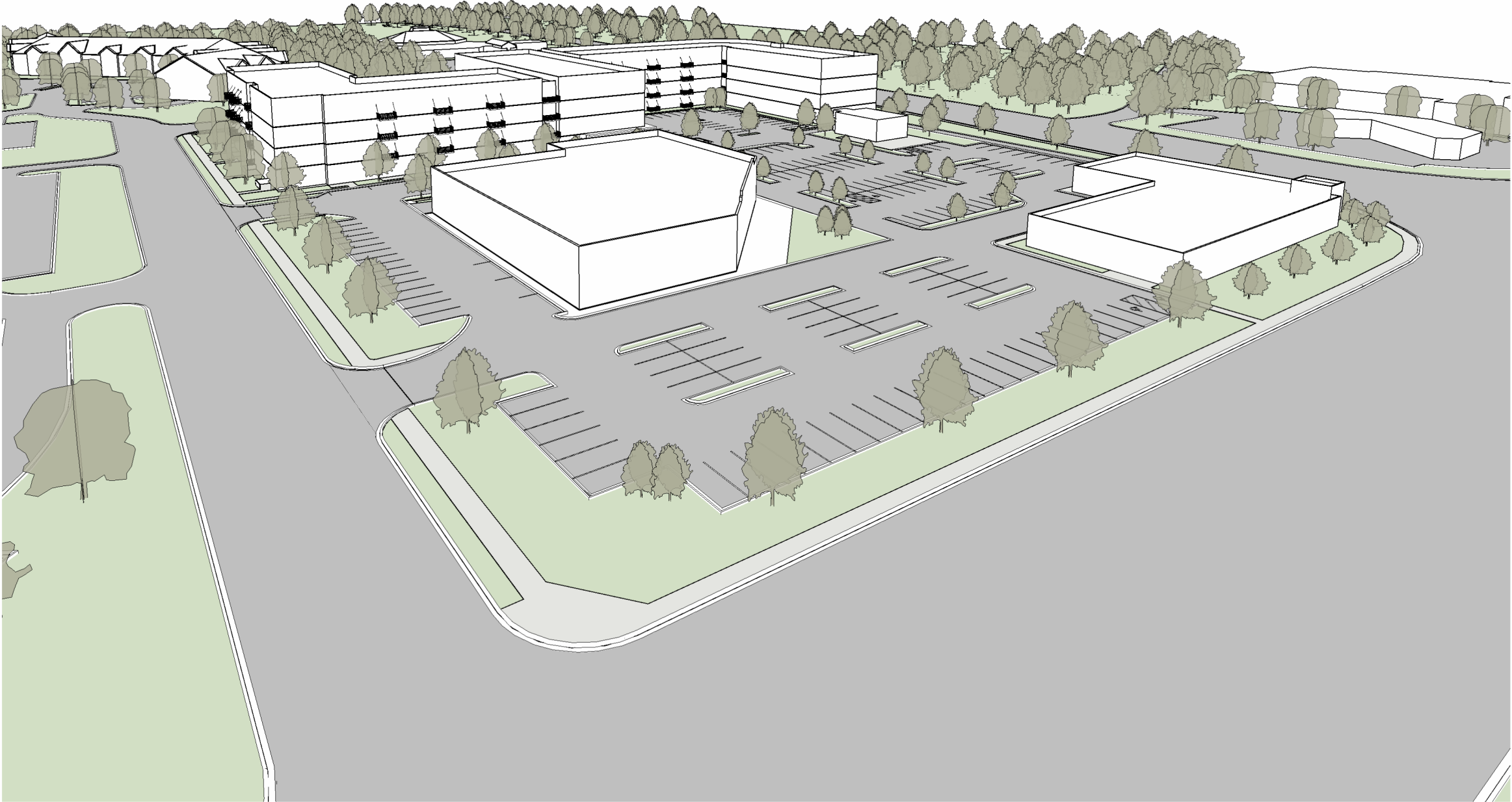
Unit Estimate (1,100 SF/Unit)	200 Units
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Apartment Parking Count	303 Spaces (1.52/Unit)
360 or 1.8/unit req'd	
Garage	262 Spaces
Surface	41 Spaces

Commercial Summary

Total SF	=37,150 SF
Existing Building	=21,750 SF
Retail A	=14,000 SF
Retail B	=1,400 SF

Commercial Parking Count	150 Spaces
173 or 1/200 gsf assumed	
Surface	158 Spaces



1 | County Rd 6 and 14th Ave N
SCALE:

Development Summary

Address	1455 County Rd 101 Plymouth, MN 55447
PID #	3011822440011
Parcel Area	6.56 Acres 285,839 SF

Apartment Summary

Total SF	= 304,130 SF
Finished	= 219,200 SF
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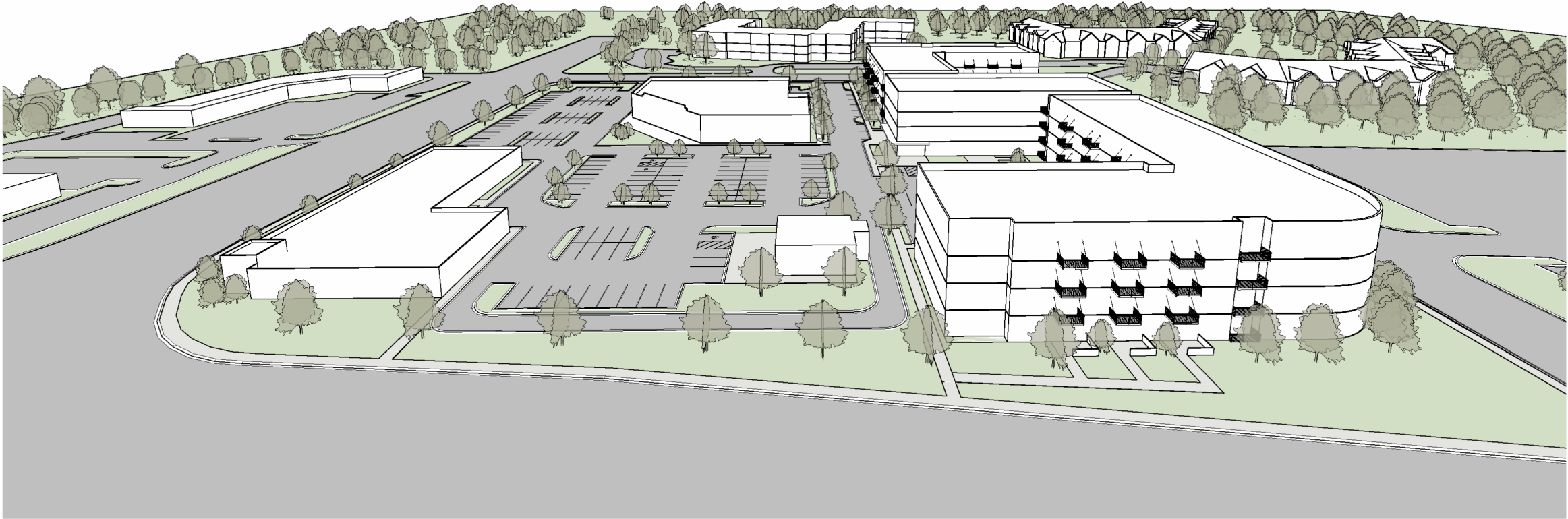
Unit Estimate (1,100 SF/Unit)	200 Units
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Apartment Parking Count	303 Spaces (1.52/Unit)
360 or 1.8/unit req'd	
Garage	262 Spaces
Surface	41 Spaces

Commercial Summary

Total SF	=37,150 SF
Existing Building	=21,750 SF
Retail A	=14,000 SF
Retail B	=1,400 SF

Commercial Parking Count	150 Spaces
173 or 1/200 gsf assumed	
Surface	158 Spaces



1 | County Road 6 - Looking South
SCALE:

Development Summary

Address	1455 County Rd 101 Plymouth, MN 55447
PID #	3011822440011
Parcel Area	6.56 Acres 285,839 SF

Apartment Summary

Total SF	= 304,130 SF
Finished	= 219,200 SF
Parking	= 84,930 SF

Parking SF	= 84,930 SF
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Finished SF	= 219,200 SF
Level 1	= 54,800 SF
Level 2	= 54,800 SF
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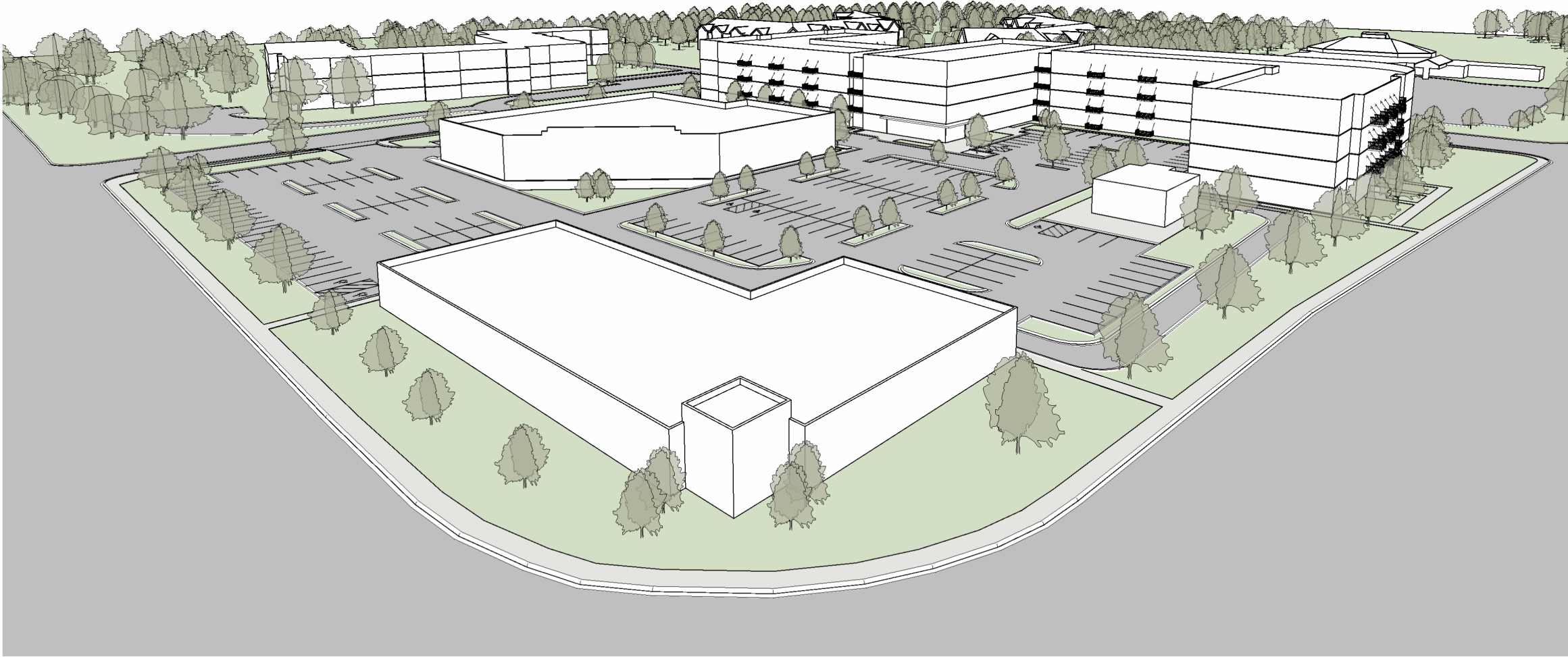
Unit Estimate (1,100 SF/Unit)	200 Units
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Apartment Parking Count	303 Spaces (1.52/Unit)
360 or 1.8/unit req'd	
Garage	262 Spaces
Surface	41 Spaces

Commercial Summary

Total SF	=37,150 SF
Existing Building	=21,750 SF
Retail A	=14,000 SF
Retail B	=1,400 SF

Commercial Parking Count	150 Spaces
173 or 1/200 gsf assumed	
Surface	158 Spaces



1 | County Rd 6 and 101
SCALE:

Development Summary

Address	1455 County Rd 101 Plymouth, MN 55447
PID #	3011822440011
Parcel Area	6.56 Acres 285,839 SF

Apartment Summary

Total SF	= 304,130 SF
Finished	= 219,200 SF
Parking	= 84,930 SF

Parking SF	= 84,930 SF
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Finished SF	= 219,200 SF
Level 1	= 54,800 SF
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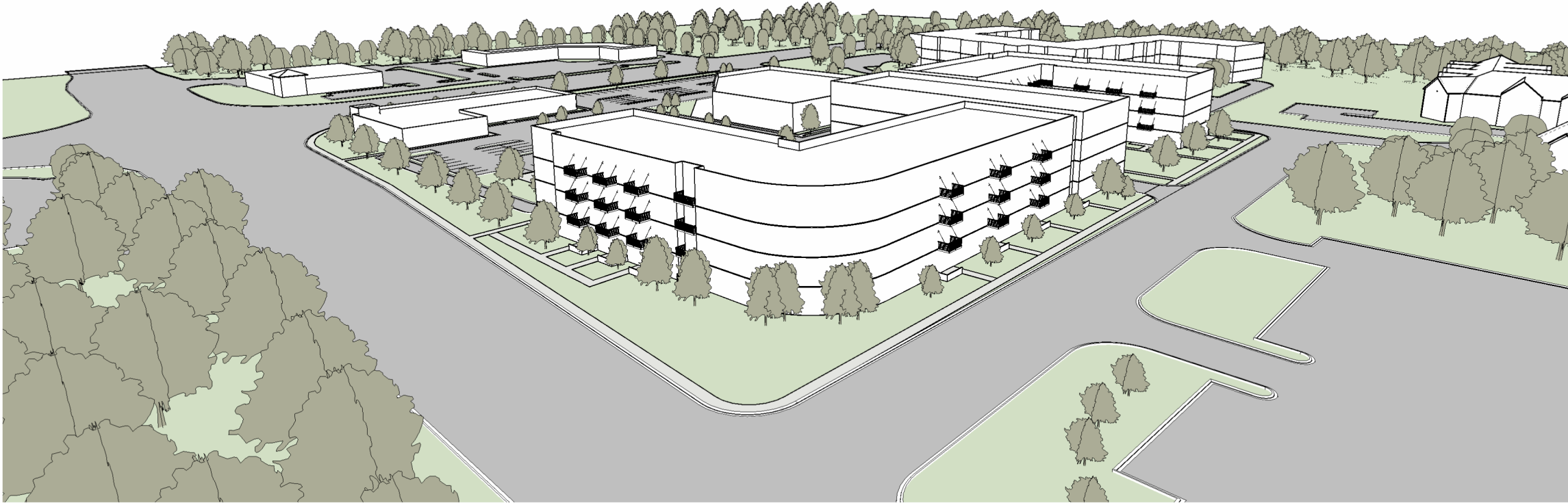
Unit Estimate (1,100 SF/Unit)	200 Units
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Apartment Parking Count	303 Spaces (1.52/Unit)
360 or 1.8/unit req'd	
Garage	262 Spaces
Surface	41 Spaces

Commercial Summary

Total SF	=37,150 SF
Existing Building	=21,750 SF
Retail A	=14,000 SF
Retail B	=1,400 SF

Commercial Parking Count	150 Spaces
173 or 1/200 gsf assumed	
Surface	158 Spaces



1 | Olive Ln - West
SCALE:

Development Summary

Address	1455 County Rd 101 Plymouth, MN 55447
PID #	3011822440011
Parcel Area	6.56 Acres 285,839 SF

Apartment Summary

Total SF	= 304,130 SF
Finished	= 219,200 SF
Parking	= 84,930 SF

Parking SF	= 84,930 SF
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Finished SF	= 219,200 SF
Level 1	= 54,800 SF
Level 2	= 54,800 SF
Level 3	= 54,800 SF
Level 4	= 54,800 SF

Rentable Estimate	
80%	= 175,360 SF
82%	= 179,744 SF
84%	= 184,128 SF
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Unit Estimate (1,100 SF/Unit)	200 Units
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Apartment Parking Count	303 Spaces (1.52/Unit)
360 or 1.8/unit req'd	
Garage	262 Spaces
Surface	41 Spaces

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Total SF	=37,150 SF
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Retail B	=1,400 SF

Commercial Parking Count	150 Spaces
173 or 1/200 gsf assumed	
Surface	158 Spaces

Planned Unit Development (PUD) Policy

Planned Unit Development Districts (PUD) allow for greater flexibility for the development of residential and non-residential areas than would normally be possible under conventional zoning districts. Zoning a property to PUD is a legislative decision and the City Council has discretion to determine if the designation is appropriate for the proposed development in accordance with the City's Comprehensive Plan. PUDs, at their core, are intended to provide public benefits in exchange for flexibility. In the City's Zoning Ordinance, PUDs are intended to:

- Allow for the mixing of land uses within a development.
- Provide variation in the application of land use regulations to improve site design and operation.
- Promote more creative and efficient approaches to land use while protecting and promoting the health, safety, comfort, aesthetics, economic viability, and general welfare of the city.
- Preserve and enhance natural features and open spaces.
- Maintain and improve the efficiency of public streets and utilities.
- Ensure the establishment of appropriate transitions between differing land uses.

How To Use This Policy

Developers may choose from numerous different options to incorporate into their development to receive the necessary points. Some items are easier, and thus worth less points. Harder, or more expensive items, receive a higher point value. Developers may choose what fits their project and expertise. Each item shall be maintained for at least 10 years, unless otherwise stated.

In order to be considered for approval of a PUD by the City Council, an applicant must demonstrate:

- At least 15 points from the following amenity matrix.
 - Points must be from at least 2 different amenity categories (Housing, Sustainable Development, Environment, Mobility and Community).
- Conformance with [City Code Section 21655](#).
- A neighborhood engagement meeting, conducted by the developer, prior to the Planning Commission meeting to get feedback from residents on the proposal.

Projects will not be required to apply for a PUD. Projects can still be processed under standard zoning.

Policy Goals

The goals of this policy are:

1. To define public benefit and measure success.
2. To be able to articulate City Council goals to potential developers.
3. Address City Council goals and priorities where we have the greatest flexibility.
4. To provide a scoring matrix for approving PUDs.
5. Receive additional public benefits with the outcome of high-quality projects.

Amenity – Housing

Amenity	Points	Standards
Affordable Housing	10	Provide affordable housing at 30-60% area median income (AMI).
2% Gross Rents Agreement	10	Provide 2% of project's gross annual rents (once 90%+ rented) into the city's affordable housing fund for 10 years. Annual certification required.
Aging in Place	10	Provide housing units that will serve a senior population (55+) at either: 80% AMI or lower, or in a cooperative model. The project must be within ¼ mile walk distance of 4 of the following or ½ mile walk distance of 7 of the following: - Community Center - Full service grocery store - Public park - Transit stop - Hardware store - Laundromat or dry cleaner - Place of worship - Farmer's market - Post Office - Restaurant or cafe - Pharmacy - Medical clinic - Gym or health club - Clothing store - Bank - Social services center
Mixed-Use Development	5	Provide housing units with non-residential uses on the ground level, mixing residential uses with neighborhood commercial amenities.
Missing Middle Housing	4	Provide 50% of housing units (equally distributed among unit types) for those between 60 – 80% AMI.
Item Not Listed – Housing Related	4	The applicant may petition the City Council for an additional item that is not listed on this policy for up to 4 additional points.

Amenity Options – Sustainable Development

Amenity	Points	Standards
Net Zero	10	Zero net energy building (ZNEB) including required documentation.
Renewable Energy	8	Use of a photovoltaic, wind, solar thermal and/or a geothermal heating and cooling system for at least 50% of the annual energy demand in new or existing buildings. Applicant must demonstrate that the quantity of energy generated by the renewable energy system meets the required percentage through a whole building energy simulation. Renewable energy sources shall be in accordance with the underlying zoning district and any other applicable requirements of the City Code.
LEED Certification	7	Project receives LEED Gold certification approved by a LEED accredited professional (LEED-AP) by a date determined in the development agreement. The developer must submit a LEED checklist/documentation that shows the project will comply with LEED Gold requirements. Alternatives that are comparable to LEED will be considered and must be approved by Planning Commission.
Green Roof	5	Installation of an extensive, intensive or semi-intensive, modular or integrated green roof system that covers a minimum of 50% of the total roof area proposed for the development.
Item Not Listed – Sustainable Development	4	The applicant may petition the City Council for an additional item that is not listed on this policy for up to 4 additional points.
Water Reuse	5	Provide an onsite greywater or rainwater reuse system.
EV Chargers	2	Provide onsite EV chargers for 5% of required parking.
Solar Ready/EV Ready	1	Provide space and adequate construction for future solar across all unprogrammed rooftop space or provide electrical hookups to provide for future EV for at least 5% of parking demand.

Amenity Options – Environment

Amenity	Points	Standards
Dedicated or Intentional Green Space	6	Contiguous ground level outdoor open space that is related to and proportional with the bulk of the building and landscaped with trees and shrubs. Incorporation of stormwater features, where appropriate, are encouraged. Walkways and pathways shall be surfaced with pervious pavers, pervious concrete, decorative pavers, stamped concrete, colored concrete, brick, or other decorative and durable materials. At least 30% percent of the site not occupied by buildings shall be landscaped outdoor open space. At least of 50% of the provided open space shall be contiguous. The open space must be immediately accessible from the principal structure. Areas should be designed for winter use and relate to the built form with consideration given to elements such as providing shelter from wind, utilizing seasonally appropriate materials, maximizing access to sunlight and providing for snow and ice removal.
Community Garden	5	Permanent and viable growing space and/or facilities such as a greenhouse or a garden, which provides fencing, watering systems, soil, secured storage spaces for tools, solar access, and pedestrian access as applicable. The facility shall be designed to be architecturally compatible with the development to minimize the visibility of mechanical equipment. Soils shall be tested and shown safe for garden space.
Item Not Listed – Environment Related	4	The applicant may petition the City Council for an additional item that is not listed on this policy for up to 4 additional points.
Enhanced Landscaping	3	A landscaping plan prepared by a licensed landscape architect that provides exceptional design with a variety of pollinators and native trees, shrubs, and plant types that provide seasonal interest and that exceed minimum city standards.
Natural Preserve	3	Provide a natural preserve under permanent easement benefitting the city that protects significant existing tree canopy beyond what is required by code, at least 10% of site area.
Pollinator Garden	2	Provide an onsite pollinator garden of at least 1000 square feet.

Amenity Options – Mobility

Amenity	Points	Standards
Bicycle and Pedestrian Facilities (External)	8	Eligible facilities may include a combination of the following: heated transit shelter, bicycle repair tools, rest area, wayfinding signs, sheltered walkway, woonerf, and other amenities that increase the convenience and encourage the use of public walkways and bikeways beyond what is otherwise required in the underlying zoning district.
Shared Vehicles	5	Accommodation for shared vehicles on site, which is provided to residents onsite and approved by city staff. A minimum of 2 shared vehicles must be provided. No additional rent may be required.
Bicycle Facilities (Internal)	5	Accommodation for shared vehicles or shared bicycles on site. The shared service provider must be committed in writing to the use of the space. Alternatively, a bike storage station accessible to residents, employees, and/or the public.
Transit	5	Site within ¼ mile of a transit stop and provides a transit screen(s) inside the building noting bus schedules.
Safe Routes to Schools	4	Provide an approved safe routes to school (SRTS) plan and complete any necessary off-site improvements at developer cost.
Item Not Listed – Mobility Related	4	The applicant may petition the City Council for an additional item that is not listed on this policy for up to 4 additional points.
Bike Storage	3	Provide secure, indoor bike storage for 50% of residential units or 30% of employees on a typical shift.

Amenity Options – Community

Amenity	Points	Standards
Public Gathering Space	7	Contiguous ground-level outdoor open space that is provided beyond the amount of open space required in the underlying zoning district requirements. The space shall preserve the natural landscape while providing the opportunity for members of the public to interact with the natural habitat using walkways, benches, or other mechanisms.
Proximity to Services	5	The project is sited so that it is within ¼ mile walk distance of 4 of the following or ½ mile walk distance of 7 of the amenities listed under “Aging in Place”
Outdoor Space (Commercial)	5	Develop a unique outdoor dining or event space, either an outdoor patio with dining or event space, or a rooftop deck.
Public Art Feature	5	Provision of art that shall strive to promote quality design, enhance a sense of place, contribute to a sense of vitality, show value for artist and artistic processes, and use resources wisely. The art shall be maintained in good order for the life of the principal structure. The art shall be located where it is highly visible to the public. If located indoors, such space shall be clearly visible and easily accessible from adjacent sidewalks or streets. The art shall be valued at not less than one-fourth (.25) of one (1) percent of the capital cost of the principal structure.
Community Connectivity	5	The project is thoughtful to its location and ties in with local pathways, includes a buffer to any adjacent, lower density projects, and includes a ‘step down’ on height for any building over 4 stories next to RSF-1 or RSF-2.
Item Not Listed – Community Related	4	The applicant may petition the City Council for an additional item that is not listed on this policy for up to 4 additional points.
Culturally-Sensitive Design Elements	3	Including culturally-sensitive design elements, as approved by the Planning Commission. Design must be informed by engagement with members of the community the design is intended to benefit or provide for. Items may include, but are not limited to: prayer rooms and wash stations, community kitchens in multifamily buildings with cultural amenities, or other item as approved by Planning Commission.
Architecture and Aesthetics	3	Design approved by Planning Commission with high quality architecture, including stone or brick, 4-sided architecture, and limited number of materials. No pre-cast concrete, EIFS, or metal as primary material.
Public Water Feature	3	A water feature, including, but not limited to, a reflecting pond, a children's play feature, or a fountain shall be located where it is highly visible and useable by the public.
Rooftop Space (Residential)	1	An outdoor, rooftop amenity space for residents on residential properties with at least three of the following: grill space, recreation area, dog park, pool, or herb garden.

Plymouth City Council.

We live in Imperial Hills and would like to voice our concerns on the 101 and 6 sketch plan and possible redevelopment. We are very worried about the additional traffic another apartment complex on that corner would create. There are already two larger apartment complexes behind that development the Oakwood apartments and Coachman Trail apartments. There is also the Wellington apartment complex and Plymouth Colony apartments within a few blocks of that intersection putting the total to four complexes within one to two blocks of that intersection. In our opinion, this is plenty of apartments for one intersection to handle. It is already difficult to get out on 101 in the morning with traffic.

I also understand they are looking for a variance on the number of underground and surface parking stalls. We would strongly suggest there be no change to the required code. If the developer can't get the project to work without following code, it is just another reason not to approve this project. Parking already looks to be an issue based on the current plan. There are only two main entry and exit lanes which most people are going to have to cross to get into the retail or the apartment building. With the proposed drive through building, both drive isle lanes could have heavy traffic moving fast through the development. There appears to be no place to stack snow, so we are not sure how the sight lines will be in the winter unless they plan to pay to have the snow removed off site every time they plow. You just need to look at the Plymouth Colony complex right up the road to see what happens when there is not enough parking. There are cars parked all over the streets and in the Interfaith Outreach parking lot.

Whether the drive through building stays or that is just a red herring and is removed so the developer can get the apartments we don't think that corner needs more apartments. If the city thinks we need more density on that corner have them put more retail by adding a drive-thru or an additional retail building.

We urge you to deny any request to move this sketch plan forward if the developer plans to include an apartment project.

Thank you for your time and service as a council member.

Jeff and Gretchen Streeter

From: Webmail - Planning
Sent: Thursday, May 1, 2025 10:05 AM
To: Lori Sommers
Subject: FW: Revamp of Plymouth Plaza

Jennifer Harmer | Permit Technician
City of Plymouth
3400 Plymouth Boulevard
Plymouth, MN 55447
www.plymouthmn.gov

From: ALAN/CINDY JOHNSON <vagabondent@msn.com>
Sent: Wednesday, April 30, 2025 8:51 PM
To: Webmail - Planning <planning@plymouthmn.gov>
Subject: Revamp of Plymouth Plaza

You don't often get email from vagabondent@msn.com. [Learn why this is important](#)

April 30, 2025

Dear Plymouth Planning Commission:

I am a Plymouth resident since 1992 and my husband since 1997; we live 1 and 1/2 miles from the Plymouth Plaza (Co. Rd. 101 and Co. Rd. 6). It is our nearest shopping complex.

In the most recent edition of the Plymouth/Wayzata Sun Sailor (April 24, 2025) it was reported that a possible revamp of the plaza is being considered by the Plymouth Planning Commission. This email is sent to express our concern over some of the changes you are considering. We encourage you to ***keep this location as commercial use only.***

A four-story apartment building of 200 units would greatly impact this area in a negative way. There are many apartment buildings within a few blocks of the intersection of 101 and 6 which adding another would create even more of a density of population issue, also concerns of crime, parking, demands on water/sewer, and allowing for greenspace.

We agree that a commercial upgrade may be necessary for Plymouth Plaza, but please do not consider any residential additions to the project.

Thank you, and please let us know when your next Plymouth Planning Commission meeting will be taking place.

Sincerely,

Cynthia Johnson
Alan Johnson

From: Webmail - Planning
Sent: Thursday, April 24, 2025 1:53 PM
To: Lori Sommers
Subject: FW: Plymouth Plaza Plans

Lori,
Information for (2025-012 – Sketch Plan) file.

Michelle Bast | Permit Technician
City of Plymouth
3400 Plymouth Boulevard
Plymouth, MN 55447
Phone: 763.509.5403 - Fax: 763.509.5407

From: Jim Deitering <jdeit@hotmail.com>
Sent: Thursday, April 24, 2025 1:21 PM
To: Webmail - Planning <planning@plymouthmn.gov>
Cc: Julie Peterson <jpeterson@plymouthmn.gov>
Subject: Plymouth Plaza Plans

Some people who received this message don't often get email from jdeit@hotmail.com. [Learn why this is important](#)

I read about the proposed development of the Plymouth Plaza in the Sun Sailor. I was previously unaware of this proposed project and would like to provide feedback as a local resident to the area.

I would suggest that any development of this nature needs to have road planning considered. County road 6 already has a merge issue coming from the east to turn left on to Olive Lane. Reason for this is there is no dedicated left turn lane. Exacerbating the issue is the remaining right lane has a poorly designed right turn lane into Imperial Hills and a residence. My concern, without some redesign, is the increased traffic is going to create additional risk to rear end accidents as well has increased risk to any pedestrian or bicycle traffic that currently has to use the road.

As a frequent user of the businesses in the plaza, I am concerned with the amount of parking that will be available in the proposed plan. I am also concerned with how well the development visually fits into the landscape of the area. A 4 story complex is, in my opinion, too tall. A solution to fix the parking and visual effects would seem to be to limit the apartment height to 3 stories.

Finally, I always remain concerned with the effects on public safety and school impacts in any large development but I am hopeful this is managed properly. My understanding is the apartment complex north of Interfaith Outreach has a disproportionate amount of police calls. Please help to make sure this new complex has a plan in place to try and mitigate problems like this for the benefit of local neighbors.

Thank you for considering my input.

Regards,

Jim Deitering

18430 14th Ave. N.

From: Webmail - Planning
Sent: Thursday, April 17, 2025 8:55 AM
To: Lori Sommers
Subject: FW: Proposed 101 & 6 project

Michelle Bast | Permit Technician

City of Plymouth

3400 Plymouth Boulevard

Plymouth, MN 55447

Phone: 763.509.5403 - Fax: 763.509.5407

From: Teresa Ainsworth <ains950@gmail.com>
Sent: Thursday, April 17, 2025 8:49 AM
To: Webmail - Planning <planning@plymouthmn.gov>
Subject: Proposed 101 & 6 project

You don't often get email from ains950@gmail.com. [Learn why this is important](#)

I am very concerned about this project. I live off of 101 between country 6 & 394. The traffic is already so bad that I have a hard time getting on to 101. It can't support another 100 cars during rush hours. Plus, the two elementary schools are at capacity.

It seems like the planning commission passes the new developments and does not take into account the impact on traffic and the school system. I have heard people complaining that 55 can't handle all the traffic that it has now with all the new development that has gone on. Then we had to build 2 new elementary schools and expand the high school. All this is a burden to the taxpayers. The developers get rich and the residents have to pay the price for it all.

You have approved all the build in Northern plymouth - why didn't you put high density housing up there. We already have several apartment buildings in this area.

Please take into consideration how much traffic we already have in this area and if we can support more.

To: Dave Callister, City Manager

Prepared by: Jodi Gallup, City Clerk

Reviewed by: Maria Solano, Deputy City Manager

Item: **Approve appointment to the Housing and Redevelopment Authority**

1. Action Requested:

Adopt attached resolution approving Ward 2 appointment to the Housing and Redevelopment Authority.

2. Background:

Interviews will be held at the Study Session on May 13 to fill the vacant Ward 2 seat on the Housing and Redevelopment Authority.

3. Budget Impact:

Not applicable.

4. Attachments:

1. City Council Resolution 2025-144

CITY OF PLYMOUTH

RESOLUTION No. 2025-144

RESOLUTION APPOINTING VACANT TERM ON HOUSING AND REDEVELOPMENT AUTHORITY

BE IT RESOLVED by the City Council of the City of Plymouth, Minnesota, that the City Council confirms the following appointment to the Housing and Redevelopment Authority:

<u>Name</u>	<u>Commission</u>	<u>Seat</u>	<u>Term Expires</u>
Barbara Patrin	Housing and Redevelopment Authority	Ward 2	January 31, 2029

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