AGENDA
CITY OF DAYTON, MINNESOTA
12260 S. Diamond Lake Road, Dayton, MN 55327
Tuesday, March 24, 2026
REGULAR MEETING OF THE CITY COUNCIL - 6:30 P.M.
The invite for Zoom for this meeting can be found on the City's website community calendar

6:30 **CALL TO ORDER**
6:30 **PLEDGE OF ALLEGIANCE**
6:35 **APPROVAL OF AGENDA**
6:40 **CONSENT AGENDA** *These routine or previously discussed items are enacted with one motion. Any questions on items should have those items removed from consent agenda and approved separately.*

- **A.** Approval of Council Meeting Minutes of March 10, 2026
- **B.** Approval of Council Meeting Work Session Minutes of March 10, 2026
- **C.** Approval of Resolution 09-2026; Accepting Donation from West Metro Fire for PD
- **D.** Approval of Resignation of Dean Nordness
- **E.** Approval of Large Assembly Permit Bunce Backyard Musical
- **F.** Approval of Body Worn Camera (BWC) Audit
- **G.** Approval of Resignation of Elizabeth Decker
- **H.** Approval of Advertising for Part Time Community Event Specialist
- **I.** Approval of Pay Application 22 Wellhouse 4 Project
- **J.** Approval of Street Sweeping for 2026 Spring and Fall
- **K.** Approval of Advertising for Three Seasonal Public Works Employees
- **L.** Approval of Purchasing Replacement Mower
- **M.** Approval of Updated Personnel Policy

6:45 **OPEN FORUM** *Is limited to Three minutes for non-agenda items; state your name and address; No Council Action will be taken and items will be referred back to staff*
6:50 **STAFF, CONSULTANT AND COUNCIL UPDATES**
COUNCIL BUSINESS
New Business
7:00 **N.** Stenslie-Stearns, Concept Plan
7:20 **O.** Dubay Lake Preserve, Concept Plan

Action Items
7:40 **P.** Resolution 10-2026; French Lake Industrial Center Six, Preliminary/Final Plat, PUD, Conditional Use Permit, Site Plan Review (Graco)
7:50 **Q.** Resolution 14-2026; Legacy Woods, Final Plat
8:30 **R.** Reserve at Vineyard Meadow Resolution 11-2026; Variance, Resolution 12-2026;Variance, Resolution 13-2026; Preliminary Plat and Ordinance 2026-08; Rezoning
8:50 **S.** Resolution 15-2026; Final Plat of DCM Farms 2nd Addition
9:10 **T.** Approval of Payment of Claims for March 24, 2026
9:15 **U.** Approval of Bid Documention for Phase 3 Elsie Stephens Park Master Plan

Closed Session
9:35 **V.** Closed session Pursuant to MN Statute 13D.05, Subd 3(c)(3), to Develop or Consider Offers or Counteroffers for the Purchase or Sale of Real or Personal Property: Ladder Truck
9:50 **W.** Closed session pursuant to Minnesota Statutes Section 13D.05, subd. 2(b) for preliminary consideration of allegations or charges against an individual subject to its authority.

Action Items
10:20 **X.** Consideration of Termination of Employee

10:25 **ADJOURNMENT**

The City of Dayton's mission is to promote a thriving community and to provide residents with a safe and pleasant place to live while preserving our rural character, creating connections to our natural resources, and providing customer service that is efficient, fiscally responsible, and responsive.

ITEM:
Legacy Woods Final Plat

APPLICANT:
Zach Brown, BK Land Development
Luke Konewko, BK Land Development

PREPARED BY:
Jon Sevald, Community Development Director

POLICY DECISION / ACTION TO BE CONSIDERED:
1. Motion to **Approve** the Final Plat of Legacy Woods
2. Motion to **Deny** the Final Plat of Legacy Woods, with Findings (define Findings)
3. Motion to **Table** the Final Plat of Legacy Woods to allow the Developer to submit additional information (define what additional information is needed)

BACKGROUND:
Legacy Woods consists of 10 single-family lots. The project includes 107 acres located northwest of Lake Laura.

The plat is a Conservation PUD and satisfies all PUD standards required by City Code, including consistency with the Comprehensive Plan; dedication of a Conservation Easement preserving an ecological corridor; complements the adjacent Thicket Hill neighborhood; and is under control of the Applicant.[1]

The Preliminary Plat was approved on April 22, 2025.[2] [3] It is the first project utilizing the A-3 zoning district. The City Council adopted the A-3 Agricultural district on March 25, 2025,[4] allowing the subdivision for unsewered residential lots with a minimum lot size of 1.5 acres and a maximum gross density of two homes per 20-acres (e.g. 107 acres = 10 homes).

The City Council Tabled the Final Plat on July 8, 2025 in order to submit a Comprehensive Plan Amendment to the Metropolitan Council. Adoption of the A-3 district required an Amendment to the 2040 Comprehensive Plan. The City Council approved this Amendment on December 3, 2025[5] and Amended the A-3 district to comply with Metcouncil requirements.[6] The Metcouncil authorized the Amendment on February 25, 2026.

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[1] City Code 1001.10, Subd 3(1); and Resolution 22-2025.
[2] Ordinance 2025-10; *Ordinance Approving a Zoning Map Amendment from A-1 Agricultural to A-3 Agricultural for PID: 07-120-22-32-0005*
[3] Resolution 22-2025; *Resolution Approving the Preliminary Plat and Conservation Planned Unit Development of Schany Parcel.*
[4] Ordinance 2025-07; *An Ordinance Amending City Code Chapter 1001 (Zoning) and Chapter 1002 (Subdivision), creating the A-3 zoning district, and miscellaneous corrections.*
[5] Resolution 98-2025; *Resolution Authorizing Submittal of a Comprehensive Plan Amendment to the Metropolitan Council for Review Related to Creating the Land Use Category: Unsewered Rural Residential - Interim*
[6] Ordinance 2025-22

Since Preliminary Plat approval, the Developer has submitted a revised Ghost Plat suggesting how properties may be re-subdivided into sewered lots with a density of 2 homes per acre, once municipal sewer becomes available (Post-2050).

CRITICAL ISSUES:

A-3 Zoning — The most current plan set is dated July 10, 2025 and pre-dates A-3 zoning district amendments (Dec 9, 2025). The A-3 district allows *a maximum of 25% of the developable land in a project to be developed. "Developed" includes right-of-way, stormwater pond (BMP), and house pad (up to ½ acre).*[7] Staff estimates 13.8% of the net acres is "Developed", but this needs to be confirmed by the Applicant and provided as an Exhibit.

Development Agreement — The City Attorney and Staff are drafting a new Development Agreement (DA) template. Once completed, Legacy's DA will be provided to the Applicant for review, and to the City Council for approval.

COMMISSION REVIEW / ACTION (IF APPLICABLE):

N/A

60/120-DAY RULE (IF APPLICABLE):

	60-Days	120-Days
Final Plat	Apr 24, 2026[8]	Jun 25, 2026

RELATIONSHIP TO COUNCIL GOALS:

Strategic Initiative	Goal	Key Outcome Indicator	Target	Action Items
Encourage Diversity and Manage Thoughtful Development	Create a variety of housing options	• Review housing type and lot size by %'s	• Proportionate housing types available	A) A-3 District B) Begin work on Comp Plan C) Develop Rental Housing Ordinance D) Seek out businesses more often E) Work with EDA to find niche businesses that are not in surrounding communities F) Complete Large Area Plan
	Encourage healthy lifespan of both residential and commercial operations	• Total amount of funding provided • Number of rental available and where they are located	• Maintain grant program • Manage number of rentals	
	Healthy Commercial Sector with services and job growth	• Net difference of businesses movement including their employment	• Maintain a positive difference in business movement	

[7] City Code 1005.05, Subd 11(1)(c) (Intent)

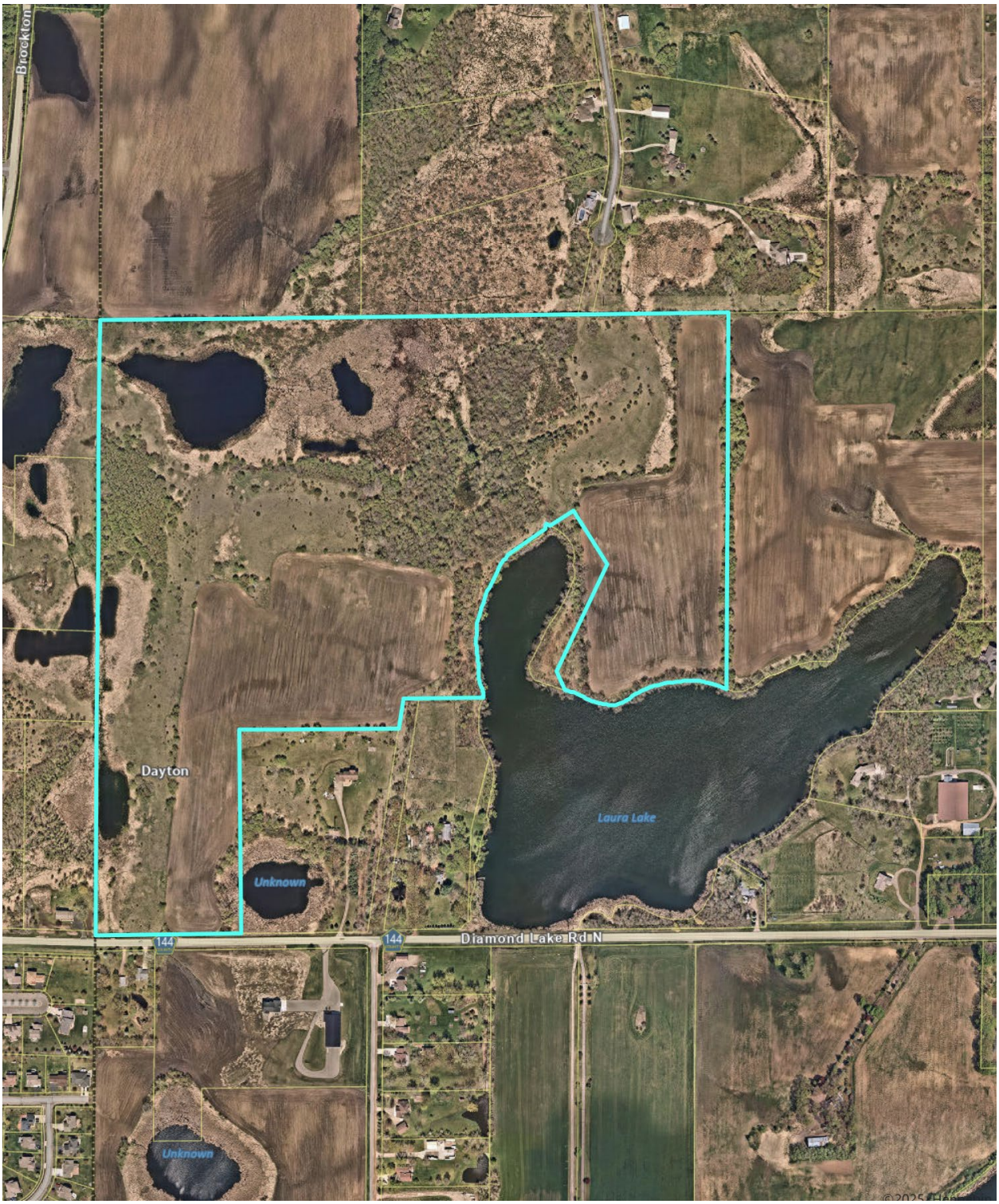
[8] MN Statute 15.99, Subd 3(e); summarized, in the event an application requires prior approval of a state or federal agency (e.g. Metcouncil), the review timeline is extended 60-days from the time of state/federal action (Feb 25, 2026).

BUDGET IMPACT:
N/A

RECOMMENDATION:
Staff recommends Approval.

ATTACHMENT(S):
Aerial Photo
Site Photos
Zoning Map
2040 Comprehensive Plan Map
2040 Staging Plan Map
Ordinance 2025-10, Zoning Map Amendment
~~Resolution 22-2025, Preliminary Plat~~
Ordinance 2025-22, A-3 District
Resolution 14-2026, Final Plat
Plan set, June 30, 2025
Ghost Plat, Aug 30, 2025
Final Plat
Engineering Review, July 24, 2025
Hennepin County Comments, Feb 27, 2025

AERIAL PHOTO



SITE PHOTOS



Lot 1, Block 2. Near south filed access, looking north (Jun 1, 2024).



Approximately Lot 3, Block 1. SW area of south field, looking north (Jun 1, 2024).

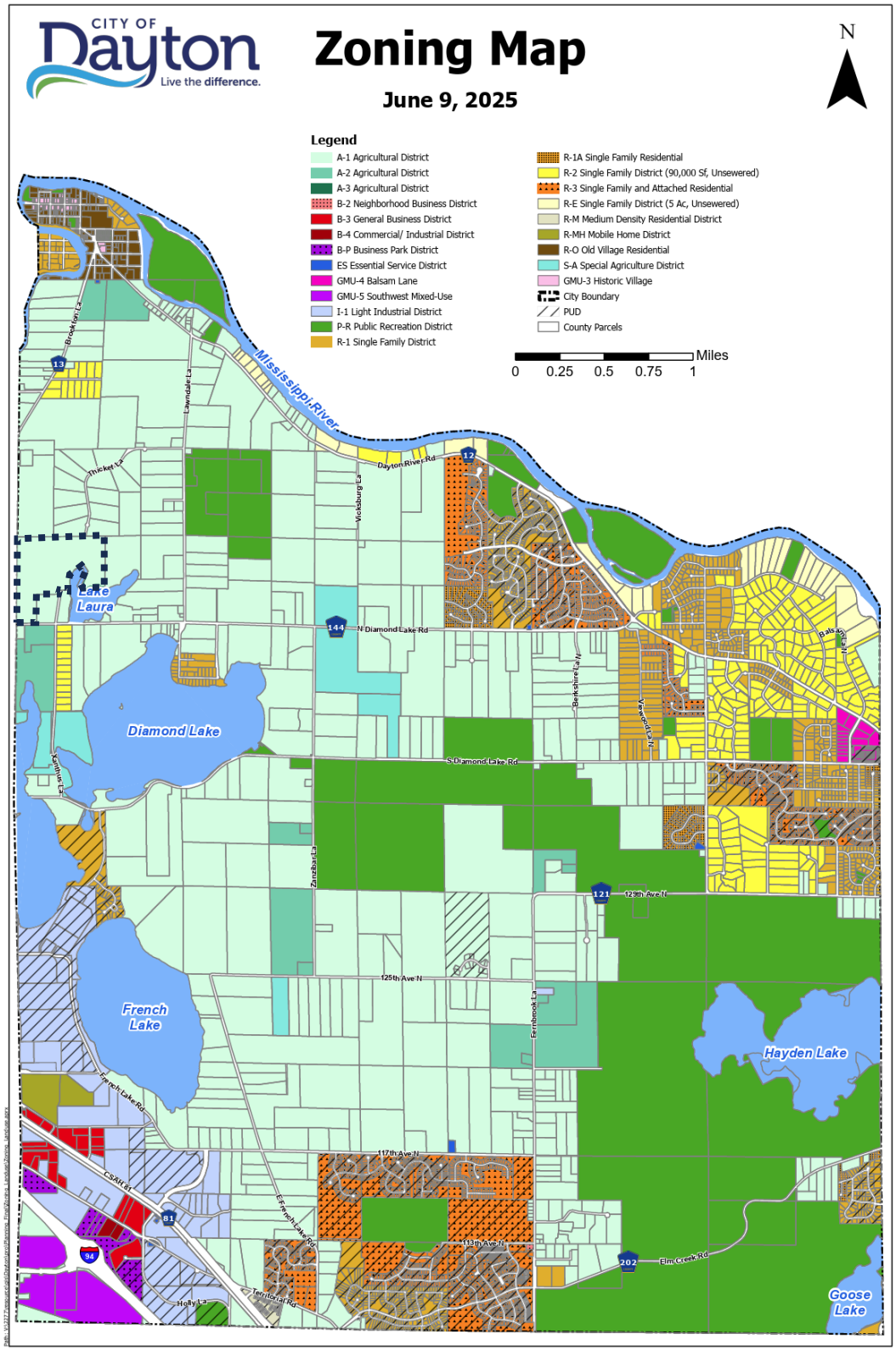


Lot 6, Block 1. Panoramic view from NE corner of south field, looking south to west (Jun 1, 2024).

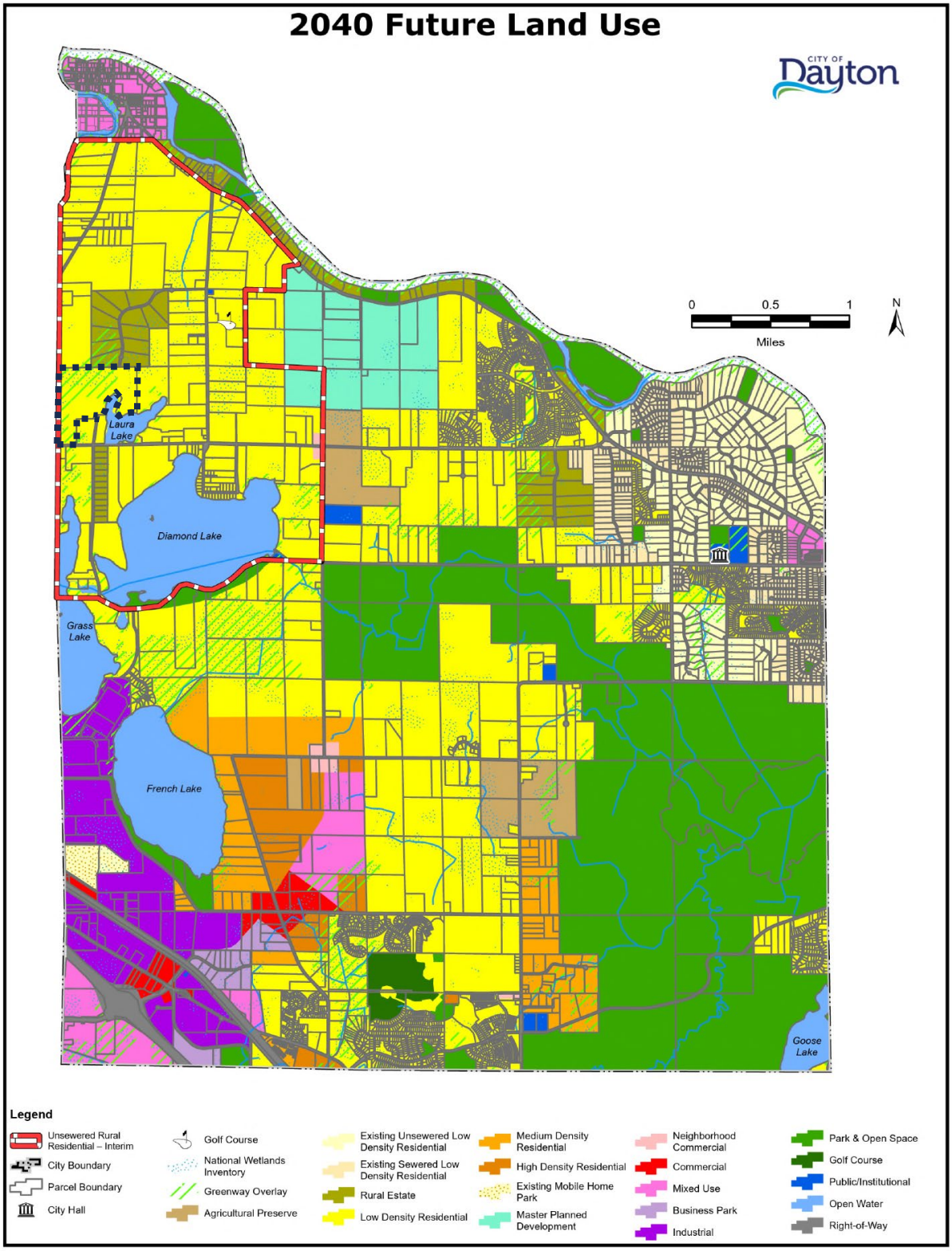


Lot 1, Block 2. Near NE area of project (south of Thicket Lane cul-de-sac), looking SE. Lake Laura is beyond the hills (Jun 1, 2024).

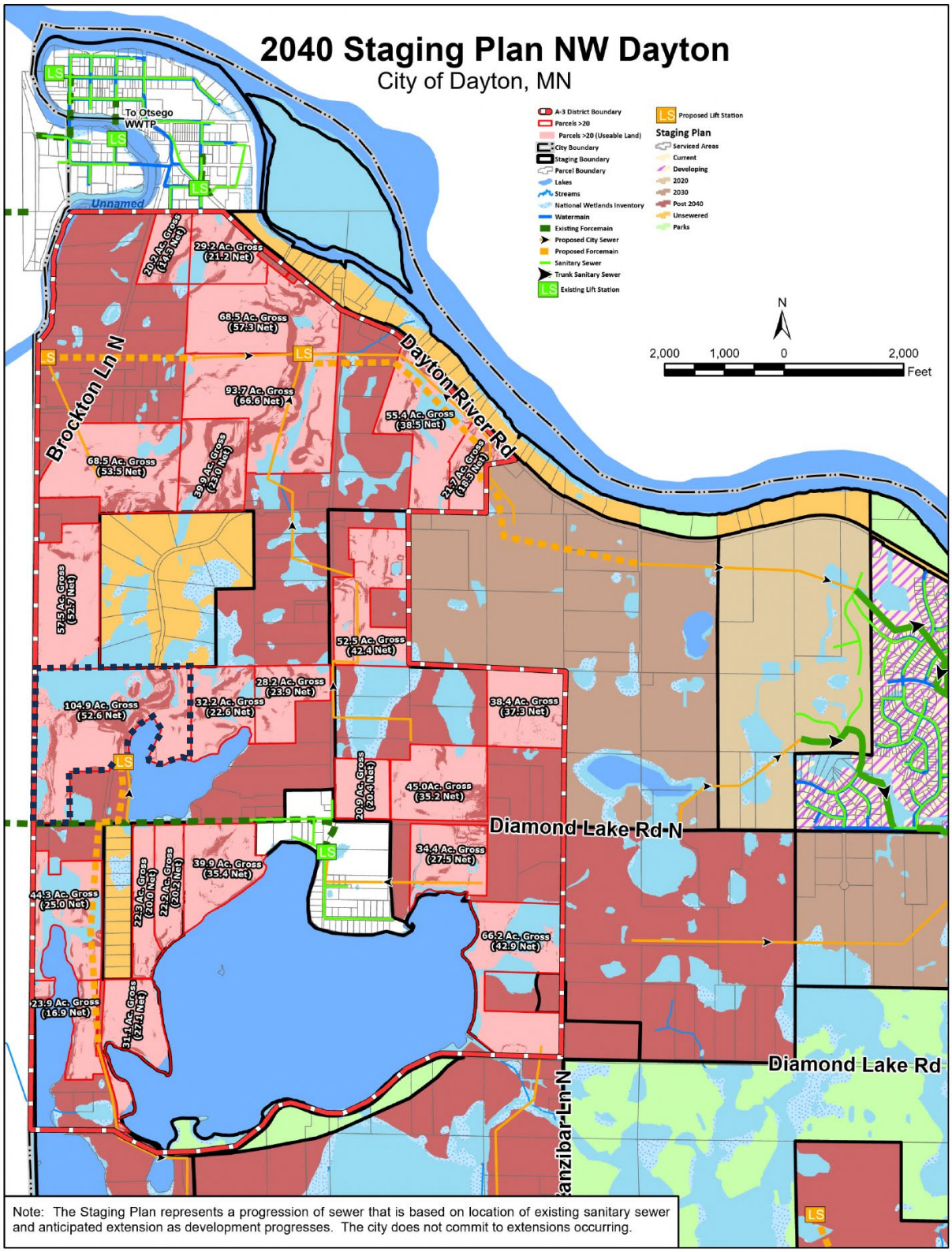
ZONING MAP


CITY OF Dayton
Live the difference.
Zoning Map
June 9, 2025
N
Legend
A-1 Agricultural District
A-2 Agricultural District
A-3 Agricultural District
B-2 Neighborhood Business District
B-3 General Business District
B-4 Commercial/ Industrial District
B-P Business Park District
ES Essential Service District
GMU-4 Balsam Lane
GMU-5 Southwest Mixed-Use
I-1 Light Industrial District
P-R Public Recreation District
R-1 Single Family District
R-1A Single Family Residential
R-2 Single Family District (90,000 Sf, Unsewered)
R-3 Single Family and Attached Residential
R-E Single Family District (5 Ac, Unsewered)
R-M Medium Density Residential District
R-MH Mobile Home District
R-O Old Village Residential
S-A Special Agriculture District
GMU-3 Historic Village
City Boundary
PUD
County Parcels
Miles
0 0.25 0.5 0.75 1
Mississippi River
Dayton River Rd
N Diamond Lake Rd
S Diamond Lake Rd
125th Ave N
129th Ave N
117th Ave N
113th Ave N
Elm Creek Rd
French Lake Rd
Territorial Rd
Holly Ln
Lake Laura
Diamond Lake
French Lake
Hayden Lake
Goose Lake

2024 COMPREHENSIVE PLAN MAP



2040 STAGING PLAN MAP



ORDINANCE No. 2025-10

CITY OF DAYTON
COUNTIES OF HENNEPIN AND WRIGHT
STATE OF MINNESOTA

ORDINANCE APPROVING A ZONING MAP AMENDMENT FROM A-1 AGRICULTURAL TO A-3 AGRICULTURAL FOR PID: 07-120-22-32-0005

THE CITY OF DAYTON ORDAINS:

SECTION 1. Amendment of the City Code. Section 1101.04, Subd. 2 of the City Code of the City of Dayton, Minnesota, is hereby amended by changing the classification of the City of Dayton official Zoning Map from A-1 Agricultural to A-3 Agricultural, described as follows:

PARCEL 1:
The Northwest Quarter of the Southwest Quarter, Section 7, Township 120, Range 22, Hennepin County, Minnesota, AND That part of Government Lots 3 and 4, Section 7, Township 120, Range 22, lying Westerly of a line drawn from a point on the South line of said Government Lot 4 distant 1131.91 feet East of the Southwest corner of said Government Lot 4 to a point on the North line of said Government Lot 3 distant 882.37 feet West of the northeast corner of said Government Lot 3, except that part of the Northwest Quarter of the Southwest Quarter of Government Lot 3, Section 7, Township 120, Range 22, Hennepin County, Minnesota, described as follows:

Commencing at the Southwest corner of said Northwest Quarter of the Southwest Quarter, thence on an assumed bearing of North along the West line of said Northwest Quarter of the Southwest Quarter a distance of 721.18 feet to point of beginning of the land to be described herein; thence South 88 degrees 25 minutes 12 seconds East to the intersection with a line, hereinafter referred to as Line "A", drawn from a point on the South line of said Government Lot 4 in said Section 7, distant 1131.91 feet East of the Southwest corner of said Government Lot 4 to a point on the North line of said Government Lot 3 distant 882.37 feet West of the Northeast corner of said Government Lot 3; thence Northeasterly along said Line "A" to the North line of said Government Lot 3, thence West along the North lines of said Government Lot 3 and of the Northwest Quarter of the Southwest Quarter a distance of 1510.81 feet, more or less, to the Northwest corner of said Northwest Quarter of the Southwest Quarter; thence South along said West line of the Northwest Quarter of the Southwest Quarter a distance of 579.24 feet, more or less, to the point of beginning, and except; that part of Government Lot 4, Section 7, Township 120, Range 22, Hennepin County, Minnesota, described as follows: beginning at a point on the South line of said Government Lot 4, distant 611.91 feet East of the Southwest corner of said Government Lot 4; thence East along the South line of said Government Lot 4 a distance of 520 feet to a point thereon distant 1131.91 feet East of the Southwest corner of said Government Lot 4; thence Northeasterly along a line which if extended would intersect the North line of Government Lot 3, distant 882.37 feet West of the Northeast corner of said Government Lot 3, in said Section 7, for a distance of 893.79 feet more or less to its intersection with a line drawn parallel with, at a distant 881.87 feet North of the South line of said Government Lot 4; thence Westerly parallel with the South line of said Government Lot 4 a distance of 665.48 feet to its intersection with a line drawn perpendicular to the South line of said Government Lot 4 from the point of beginning thence Southerly along said perpendicular line a distance of 881.87 feet to the point of beginning. Subject to an easement for street purposes over the Southerly 33 feet thereof.

PARCEL 2:

That part of Government Lot 2, Section 7, Township 120, Range 22, Hennepin County, Minnesota, lying West of the following described line: Commencing at the Northwest corner of said Government Lot 2; thence East along the north line of said Government Lot 2 a distance of 231 feet to the point of beginning of the line to be described; thence South parallel with the West line of said Government Lot 2 to the South line of said Government Lot 2 and there terminating. ALSO, all that part of Government Lots 3 and 4 in said Section 7 lying Easterly of a line drawn from a point on the South line of said Government Lot 4 distant 1131.91 feet East of the Southwest corner of said Government Lot 4 to a point on the North line of said Government Lot 3 distance 882.37 West of the Northeast corner of said Government Lot 3, excepting therefrom that part of said Government Lot 4 lying Southerly of a line drawn Easterly parallel with the South Line of said Government Lot 4 from a point on the Westerly line of the above described tract distant 1020 feet Northerly measured along said Westerly line from the South line of said Government Lot 4.

PARCEL 3:
That part of the Northwest Quarter of the Southwest Quarter and of Government Lot 3, Section 7. Township 120, Range 22, Hennepin County, Minnesota, as follows: Commencing at the Southwest corner of said Northwest Quarter of the Southwest Quarter; thence on assumed bearing of North along the West line of said Northwest Quarter of the Southwest Quarter a distance of 721.18 feet to the point of beginning of the land to be described herein; thence South 88 degrees 25 minutes 12 seconds East to the intersection with a line, herein referred to as Line "A", drawn from a point on the South line of Government Lot 4 in said Section 7, distant 1131.91 feet East of the Southwest corner of said Government Lot 4 to a point on North line of said Government Lot 3 distant 882.37 feet West of the Northeast corner of said Government Lot 3; thence Northeasterly along said Line "A" to the North line of said Government Lot 3; thence West along the North lines of said Government Lot 3 and of the Northwest Quarter of the Southwest Quarter distance of 1510.81 feet, more or less, to the Northwest corner of said Northwest Quarter of the Southwest Quarter, thence South along said West line of the Northwest Quarter of the Southwest Quarter a distance of 579.24 feet, more or less, to the point of beginning.

SECTION 2. Effective Date. This Amendment shall take effect upon the Final Plat Approval of LEGACY WOODS, and the Official Zoning Map shall be modified to reflect this Ordinance action.

Adopted by the City Council on this 22nd day of April, 2025.

Dennis Fisher, Mayor

ATTEST:

Amy Benting, City Clerk

Motion by Salonek. Second by Fisher.

Motion Approved.

Published by THE PRESS on 06/05/2025.

ORDINANCE No. 2025-22

CITY OF DAYTON
COUNTIES OF HENNEPIN AND WRIGHT
STATE OF MINNESOTA

SECTION 1. AMENDMENT. Dayton City Code 1001 is hereby amended by adding the following underlined language and deleting the following ~~strikethrough~~ language, which reads as follows:

§1001.05 RESIDENTIAL DISTRICTS.

Subd. 11 Agricultural (A-3)

(1) *Intent.* The intent of this district is to allow residential development with a gross density of 2 units per 20 acres to reserve land for efficient future urban development with the following ~~Flexible Development Guidelines incorporated into a Preliminary Plat submittal and approval~~ requirements:

~~a. Reserve land resources for efficient future urban development. Examples include requiring Drainage & Utility easements for probable locations of water and sewer utilities, with consideration of the city's Ultimate Sewer Map (see Comprehensive Plan).~~

~~b. Identify land characteristics required to support future urban development. Examples include identifying natural barriers that may prohibit economical water and sanitary sewer; conversely identifying areas supportive of future urban development. Those areas identified for permanent unsewered development shall be of sufficient size to accommodate a well, and primary and secondary individual sewage treatment system sites.~~

~~c. Allow no more than 25% of areas identified for future urban development to be developed as unsewered, reserving larger areas for future urbanization. Example: identify on the plat areas probable for future urbanization. Within this area, Ghost Plat lots complying with sewered zoning districts (e.g. R-1, R-3, etc.). Record deed restriction requiring homes to comply with setbacks as if the Ghost Lot were zoned a sewered zoning district. Consider if probable Ghost Lots are more or less than 25% of the area identified for future urbanization.~~

~~d. Protect future urbanization parcels with temporary development agreements, easements, or deed restrictions.~~

~~e. Provide for the rezoning of the future urbanization parcels to a residential zoning classification at densities consistent with Metcouncil policy at such time that urban services are available.~~

a. Land eligible to be zoned to A-3 Agricultural shall include land guided "Unsewered Rural Residential-Interim" in the Comprehensive Plan.

b. Concept Plans and Preliminary Plat submittals shall include a Ghost Plat indicating how the subdivision could be re-developed when municipal

sewer/water becomes available with a minimum residential density of two units per net acre. The Ghost Plat shall take into consideration the most recently City Council adopted Comprehensive Sewer Plan.

c. Allow a maximum of 25% of the developable land in a project to be developed. "Developed land" includes right-of-way, stormwater pond (BMP), and house pad (up to ½ acre).

d. Preserve a minimum of 75% of undeveloped net acres for future sewered development through a temporary development agreement, deed restriction, easement, or similar. The intent of the restriction is to prevent land from being developed prior to connections to municipal sanitary sewer, and shall expire upon the connection to municipal sanitary sewer. This restriction does not prohibit agricultural buildings from being built on agricultural land (e.g. class 2 property tax classification).

e. Preliminary Plats shall identify a house pad, primary and secondary septic drainfields (with a soil boring log at each drainfield), and well location. Small Community Wastewater Treatment Systems are prohibited.

f. Upon the availability of municipal sewer and water, the City shall permit parcels within the A-3 district to be re-zoned to a zoning district with a higher residential density consistent with Metropolitan Council policy.

(2) Permitted uses. See Table 5.1 for a list of permitted uses.

(3) Permitted accessory uses. Uses such as those listed below that are customarily incidental and clearly subordinate to the permitted or approved conditional use. Also see Table 5.1 for a list of other permitted accessory uses.

a. Private garages and agricultural accessory buildings, in accordance with district requirements.
b. The renting of rooms in a single-family detached dwelling by a resident family for lodging purposes only and for the accommodation of not more than 2 roomers.
c. Private swimming pools and tennis courts.

(4) Conditional uses. See Table 5.1 for a listing of conditional/interim uses.

(5) District requirements.

	A-3
Minimum lot size	1.5 net acres
Minimum lot frontage	120 feet
Minimum corner lot front frontage	140 feet
Minimum lot width at setback	140 feet
Minimum lot depth	200 feet
Maximum impervious surface coverage	25%

Setbacks - Dwelling

Front, side or rear to a street*	30 feet
Side	10 feet
Rear	30 feet

Subd. 13 Allowable Uses; Table 5.1

Table 5.1					**N-Not Permitted**
Residential - Agricultural Use Classifications					**P-Permitted**
					C-Conditional Permit
					I-Interim Use Permit
					A-Accessory
	Zoning District				
	SA	**A-1**	**A-2**	**A-3**	**RO**
Accessory buildings	A	A	A	A	A
Agriculture	P	P	P	P	N
Attached or interior accessory dwelling unit as regulated by Subsection 1001.36	A	A	A	A	N
Bed and breakfast	N	I	I	I	I
Boarding houses	N	I	I	I	I
Bus/transit station	N	C	C	C	C
Cemeteries	N	C	C	C	N
Commercial composting and land spreading	I	I	I	I	N
Commercial recreation	N	C	C	C	N
Day care 13 or fewer persons[1]	A	A	A	A	A
Day care 14 or more persons[1]	C	C	C	C	C
Detached accessory dwelling units as regulated by Subsection 1001.36	I	I	I	I	N
Essential services	P	P	P	P	P
Event center	I	I	N	I	N
Fences*	A	A	A	A	A
Feedlots and poultry facilities[1]	C	C	C	C	P
Golf courses/driving ranges	N	N	N	N	N
Home occupation	A	A	A	A	A
Home extended business	I	I	I	I	I
Horse boarding and riding facilities	C	C	C	C	N
Junk yards	N	N	N	N	N
Kennels	C	C	C	C	N
Mining	C	C	C	C	N
Mobile home park	N	N	N	N	N
Multi-family attached residences	N	N	N	N	C
Nursery wholesale	C	C	C	C	N
Nursing homes	N	N	N	N	C
Park and public uses	P	P	P	P	P
Public utility stations	P	P	P	P	C

Religious institutions	N	C	C	C	C
Residential care facility serving 6 or fewer people[1]	A	A	A	A	A
Residential care facility serving 7 or more people[2]	N	N	N	N	N
Restaurants and liquor establishment (accessory)	N	N	N	N	N
Schools	N	N	N	C	C
Senior citizen housing	N	N	N	N	C
Single-family attached residences	N	N	N	N	C
Single-family detached residences	P	P	P	P	P
Towers - amateur radio	C	C	C	C	C
Two-family dwellings	N	N	N	C	C
Veterans Outpatient Treatment Facilities (on parcels at least 30 gross acres in size)	N	I	N	I	N
NOTE: Any use not listed above as a permitted, conditional use, or interim use is not permitted.					
[1] Must be licensed by the State of Minnesota.					
[2] When part of a PUD.					
* For fences see fence guidelines in Section 1001.24 Subd. 7.					

SECTION 2. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its passage and publication as required by law.

Adopted by the City Council of the City of Dayton this 9th day of December, 2025.

Mayor Dennis Fisher

ATTEST:

Amy Benting, City Clerk

Motion by Fashant, Seconded by Salonek.
Motion passed.

Published in THE PRESS on January 15, 2026

RESOLUTION No. 14-2026

CITY OF DAYTON
COUNTIES OF HENNEPIN AND WRIGHT
STATE OF MINNESOTA

A RESOLUTION APPROVING THE FINALPLAT OF LEGACY WOODS AND DEVELOPMENT AGREEMENT

WHEREAS, BK LAND LAND DEVELOPMENT, LLC (Applicant) has applied for Approval of the Final Plat of LEGACY WOODS, consisting of 10 lots; and,

WHEREAS, the project is located on property legally described as:

PID: 07-120-22-32-0005

The Northwest Quarter of the Southwest Quarter, Section 7, Township 120, Range 22, Hennepin County, Minnesota, AND That part of Government Lots 3 and 4, Section 7, Township 120, Range 22, lying Westerly of a line drawn from a point on the South line of said Government Lot 4 distant 1131.91 feet East of the Southwest corner of said Government Lot 4 to a point on the North line of said Government Lot 3 distant 882.37 feet West of the northeast comer of said Government Lot 3, except that part of the Northwest Quarter of the Southwest Quarter of Government Lot 3, Section 7, Township 120, Range 22, Hennepin County, Minnesota, described as follows:

Commencing at the Southwest comer of said Northwest Quarter of the Southwest Quarter, thence on an assumed bearing of North along the West line of said Northwest Quarter of the Southwest Quarter a distance of 721.18 feet to point of beginning of the land to be described herein; thence South 88 degrees 25 minutes 12 seconds East to the intersection with a line, hereinafter referred to as Line "A", drawn from a point on the South line of said Government Lot 4 in said Section 7, distant 1131.91 feet East of the Southwest corner of said Government Lot 4 to a point on the North line of said Government Lot 3 distant 882.37 feet West of the Northeast corner of said Government Lot 3; thence Northeasterly along said Line "A" to the North line of said Government Lot 3, thence West along the North lines of said Government Lot 3 and of the Northwest Quarter of the Southwest Quarter a distance of 1510.81 feet, more or less, to the Northwest corner of said Northwest Quarter of the Southwest Quarter; thence South along said West line of the Northwest Quarter of the Southwest Quarter a distance of 579.24 feet, more or less, to the point of beginning, and except; that part of Government Lot 4, Section 7, Township 120, Range 22, Hennepin County, Minnesota, described as

follows: beginning at a point on the South line of said Government Lot 4, distant 611.91 feet East of the Southwest comer of said Government Lot 4; thence East along the South line of said Government Lot 4 a distance of 520 feet to a point thereon distant 1131.91 feet East of the Southwest comer of said Government Lot 4; thence Northeasterly along a line which if extended would intersect the North line of Government Lot 3, distant 882.37 feet West of the Northeast corner of said Government Lot 3, in said Section 7, for a distance of 893.79 feet more or less to its intersection with a line drawn parallel with, at a distant 881.87 feet North of the South line of said Government Lot 4; thence Westerly parallel with the South line of said Government Lot 4 a distance of 665.48 feet to its intersection with a line drawn perpendicular to the South line of said Government Lot 4 from the point of beginning thence Southerly along said perpendicular line a distance of 881.87 feet to the point of beginning. Subject to an easement for street purposes over the Southerly 33 feet thereof.

AND

That part of Government Lot 2, Section 7, Township 120, Range 22, Hennepin County, Minnesota, lying West of the following described line: Commencing at the Northwest con1er of said Government Lot 2; thence East along the north line of said Government Lot 2 a distance of 231 feet to the point of beginning of the line to be described; thence South parallel with the 'w'est line of said Government Lot 2 to the South line of said Government Lot 2 and there terminating. ALSO, all that part of Government Lots 3 and 4 in said Section 7 lying Easterly of a line drawn from a point on the South line of said Government Lot 4 distant 1131.91 feet East of the Southwest corner of said Government Lot 4 to a point on the North line of said Government Lot 3 distance 882.37 West of the Northeast corner of said Government Lot 3, excepting therefrom that part of said Government Lot 4 lying Southerly of a line drawn Easterly parallel with the South Line of said Government Lot 4 from a point on the Westerly line of the above described tract distant 1020 feet Northerly measured along said Westerly line from the South !me of said Government Lot 4.

AND

That part of the Korthwest Quarter of the Southwest Quarter and of Government Lot 3, Section 7. Township 120, Range 22, Hennepin County, Minnesota, as follows: Commencing at the Southwest corner of said Northwest Quarter of the Southwest Quarter; thence on assumed bearing of North along the West line of said Northwest Quarter of the Southwest Quarter a distance of 721.18 feet to the point of beginning of the land to be described herein; thence South 88 degrees 25 minutes 12 seconds East to the intersection with a line, herein referred to as Line "A", drawn from a point on the

South line of Government Lot 4 in said Section 7, distant 1131.91 feet East of the Southwest corner of said Government Lot 4 to a point on North line of said Government Lot 3 distant 882.37 feet West of the Northeast comer of said Government Lot 3; thence Northeasterly along said Line "A" to the North line of said Government Lot 3; thence West along the North lines of said Government Lot 3 and of the Northwest Quarter of the Southwest Quarter distance of 1510.81 feet, more or less, to the Northwest comer of said Northwest Quarter of the Southwest Quarter, thence South along said West line of the Northwest Quarter of the Southwest Quarter a distance of 579.24 feet, more or less, to the point of beginning.

WHEREAS, the Final Plat is consistent with the Preliminary Plat and Preliminary Plat Approval (Resolution 22-2025); and,

WHEREAS, the property is guided Unsewered Rural Residential-Interim in the 2040 Comprehensive Plan; and,

WHEREAS, the property is zoned A-3 Agricultural, contingent upon recording of the Final Plat (Ordinance 2025-10); and,

NOW, THEREFORE BE IT RESOLVED, that the City of Dayton City Council Approves the Final Plat of LEGACY WOODS with the following conditions:

1. Prior to the city releasing the Final Plat for recording, the Applicant shall revise plans to comply with the City Engineer's letter, dated July 24, 2025.
2. Prior to the city releasing the Final Plat for recording, the Applicant shall revise plans to comply with the A-3 District (Ordinance 2025-22).
3. Prior to the city releasing the Final Plat for recording, applicable plans shall be revised to illustrate a Conservation Easement. The easement shall be non-fragmented, inclusive of wetlands, wetland buffers, and a corridor with a minimum width of 25' connecting wetlands and buffers (western boundary of the plat). The Conservation Easement shall be written as a separate document with the City as the Grantee. The easement shall be for perpetuity.
4. Prior to the city releasing the Final Plat for recording, the Applicant shall enter into a Development Agreement. The Development Agreement shall include a deed restriction or similar instrument related to preserving a minimum of 75% of undeveloped net acres for future sewered development, and other A-3 zoning requirements.
5. Consistent with City Code 1002.08, Subd 5 (Recording of Plat), the Applicant shall record the Final Plat within 60-days after the City releases the plat for recording, and shall provide proof of its recording to the City.

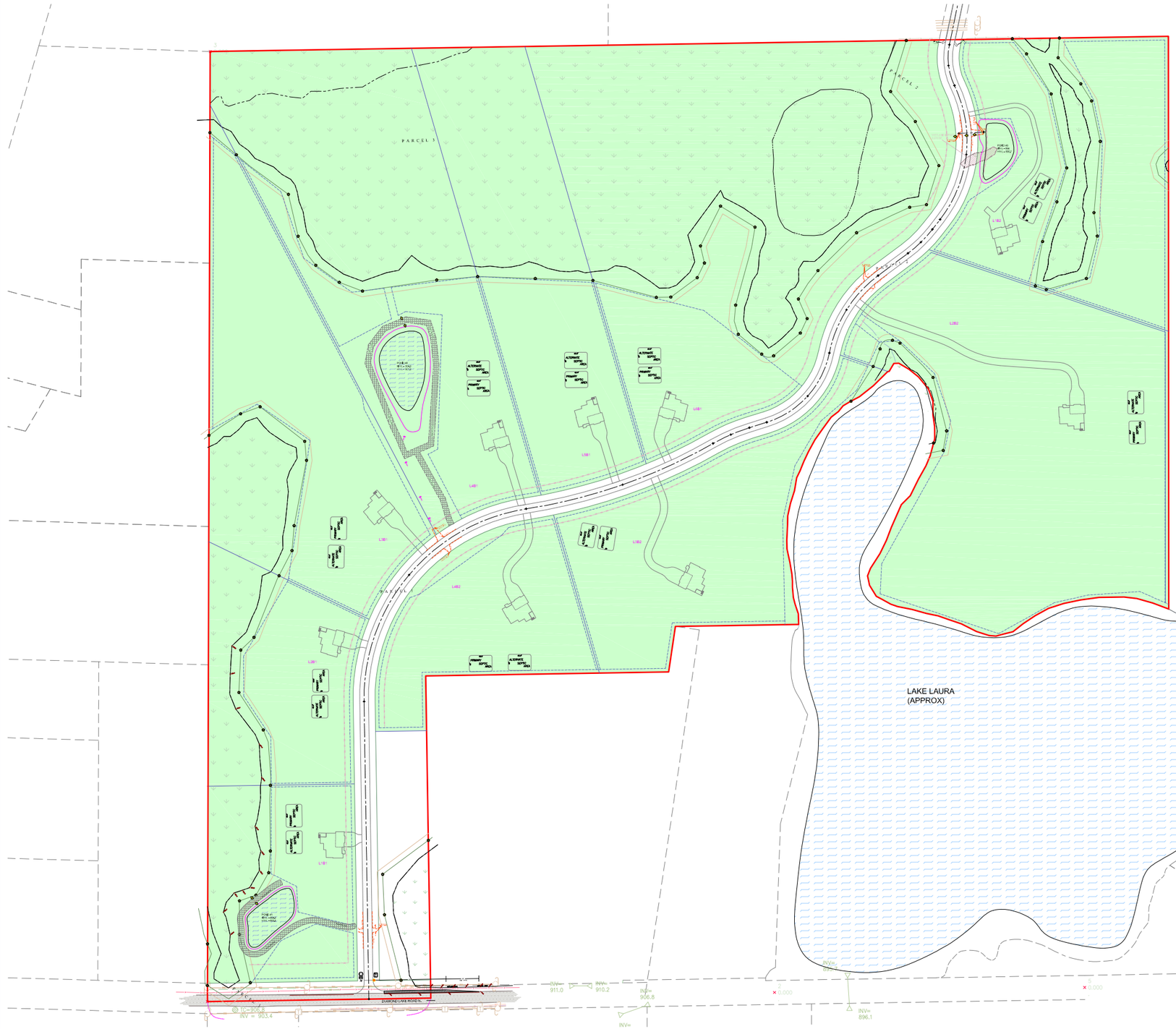
Adopted this 24th day of March, 2026 by the City of Dayton.

Dennis Fisher, Mayor

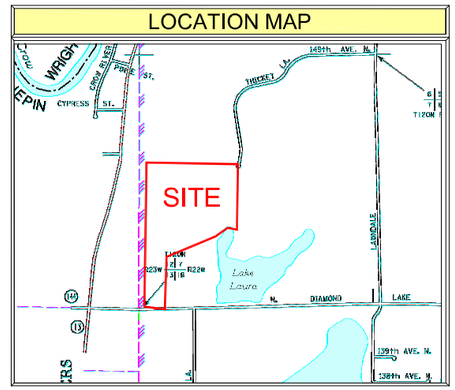
ATTEST

Amy Benting, City Clerk

Motion by Councilmember _____, Second by Councilmember _____.
The Motion passes.



LOCATION MAP



SHEET INDEX TABLE

SHEET	Description
1	Title Sheeet
2-6	Final Street Plan
7-10	Final Storm Sewer Plan
11-17	Final Grading & Erosion Control Plan
18-24	City Construction Details

Notes:
Lots: 10 Single Family Lots

Front Yard Setback: 25'
Side Yard Setback: 10'/10'
Rear Yard Setback:30'

Rural Road Section
60' ROW

PREPARED BY	PREPARED FOR
ENGINEER SATHRE-BERGQUIST, INC. 14000 25th Ave N, Suite 120 Plymouth, MN 55447 PHONE: (952) 476-6000 FAX: (952) 476-0104 CONTACT : ERIC R. JOHNSON, P.E. EMAIL: EJOHNSON@SATHRE.COM	DEVELOPER BK LAND DEVELOPMENT 12929 DEERWOOD LANE DAYTON, MN 55327 CONTACT: ZACH BROWN PHONE: (763) 202-9642 EMAIL: ZACHBROWN@EDINAREALTY.COM

ALTERNATE SEPTIC AREA
PRIMARY SEPTIC AREA

DENOTES PRIMARY & ALTERNATE SEPTIC SITE LOCATIONS
*FINAL SEPTIC LOCATION TO BE DETERMINED WITH THE LOT CERTIFICATE

HOUSE & DRIVEWAY SHOWN ON PLANS ARE FOR ILLUSTRATION PURPOSES
*FINAL HOUSE & DRIVEWAY LAYOUT TO BE DETERMINED BY FUTURE HOME BUYER

NOTE - ALL CONSTRUCTION TRAFFIC MUST COME FROM NORTH DIAMOND LAKE ROAD

NORTH
150 75 0 75 150 300
SCALE IN FEET

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SCHANY	1	ERJ	05/02/25	CITY COMMENT REVISIONS
DRAWN	2	ERJ	06/04/25	CITY COMMENT REVISIONS
ERJ	3	ERJ	06/30/25	CITY COMMENT REVISIONS
CHECKED				
ERJ				
DATE				
05/1/2025				

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Eric R. Johnson

ERIC R. JOHNSON, P.E.
Date: 5/01/25 Lic. No. 56659

ENGINEERS SURVEYORS DESIGNERS PLANNERS

SATHRE-BERGQUIST, INC.
14000 25TH AVE N #120 PLYMOUTH, MN. 55447 (952) 476-6000

CITY PROJECT NO.

DAYTON, MINNESOTA

TITLE SHEET
LEGACY WOODS
BK LAND DEVELOPMENT
21

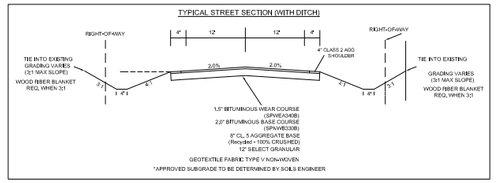
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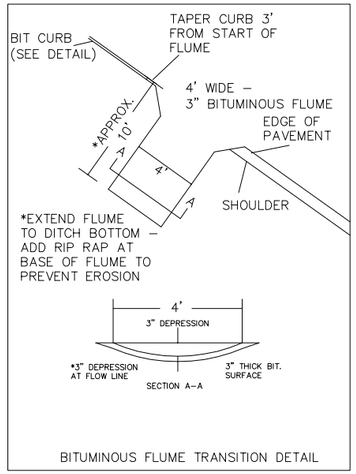
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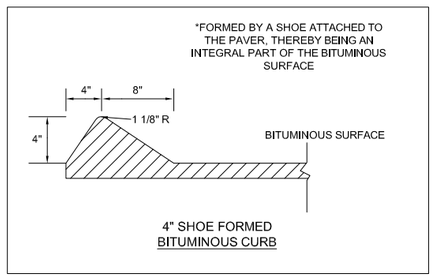
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TYPICAL STREET SECTION (WITH DITCH)





BITUMINOUS FLUME TRANSITION DETAIL



4" SHOE FORMED
BITUMINOUS CURB

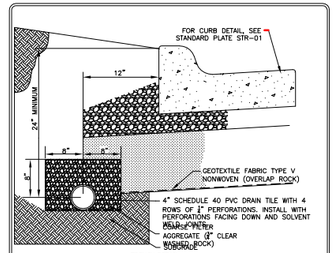
LEGEND		
DESCRIPTION	PROPOSED	EXISTING
BUILDING SETBACK LINE	BSBL	BSBL
GARAGE SETBACK LINE	GSBL	GSBL
PARCEL BOUNDARY LINE		
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
SANIWM SERVICE	W S	W S
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION W/RIP-RAP		
STORM STUCTURE LABEL	CB H3	CB H3
SANITARY STUCTURE LABEL	SAN	SAN
SANITARY SEWER MANHOLE		
WATERMAIN		
HYDRANT		
GATE VALVE		

STREET NOTES

1. SEE CITY DETAILS FOR STREET DESIGN STANDARDS.
2. DRAINTILE TO BE INSTALLED 50' EACH SIDE OF ALL LOWPOINTS. DAYLIGHT DRAINTILE TO DITCH AND INSTALL RODENT GUARDS.
3. ALL CONTRACTOR VEHICLES SHALL BE PARKED WITHIN THE CONSTRUCTION LIMITS.
4. EXISTING CUL-DE-SAC "WINGS" TO BE REMOVED AND STREET SECTION TO REMAIN IN PLACE
5. INSTALL BITUMINOUS CURB AT THE EXISTING CUL-DE-SAC TO THE PROPERTY LINE TO MINIMIZE DISTURBANCE AND KEEP CONSTRUCTION WITHIN THE PROVIDED RIGHT-OF-WAY
6. BITUMINOUS FLUMES TO BE INSTALLED AT THE END OF THE PROPOSED CURB TO DRAIN TO THE DITCH SECTION (SEE DETAIL)

STOP SEE DETAIL GEN-04

XXXX / XXXX SEE DETAIL GEN-06

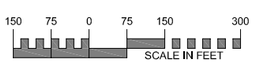


TRENCH DETAIL

NOTES:
1. PLACE SUB-DRAIN BEHIND ALL CURB & GUTTER 250 LF IN EACH DIRECTION FROM CATCH BASINS LOCATED AT LOCALIZED LOW POINTS AND 150 LF UPSTREAM FROM CATCH BASINS LOCATED IN THE MID-SLOPE.
2. CONNECT SUB-DRAIN TO NEAREST CATCH BASIN. CONNECTION TO BE CORE-DRILLED. DOGHOUSES MUST BE GROUTED ON BOTH THE INSIDE AND OUTSIDE OF THE STRUCTURE.
3. ALL STREETS WITH GRADES LESS THAN 1% WILL REQUIRE STREET DRAIN TILE.
4. SLOPE SUB-DRAIN TO CATCH BASIN.
5. SUB-DRAIN MAY BE DAYLIGHT TO DITCH AS APPROVED BY CITY ENGINEER.
6. CLEANOUTS ARE REQUIRED AT A MAXIMUM OF 300 FOOT INTERVALS, AT BENDS, AND AT THE END OF THE RUN. SEE DETAIL STO-18 FOR CLEANOUT FABRICATION.
7. CLEANOUTS TO BE LOCATED AT PROPERTY CORNERS.
8. IF CLEANOUT IS TO BE LOCATED WITHIN 50' OF CATCH BASIN REMOVE CLEANOUT AND TIE DRAIN TILE INTO THE CATCH BASIN.
9. CONTRACTOR TO TELEVISE DRAIN TILE PRIOR TO ACCEPTANCE OF STREET. DRAIN TILE TO BE TELEVISED IN THE PRESENCE OF THE CITY AFTER PRIVATE UTILITIES ARE INSTALLED.

City of Dayton	ROAD SUBDRAIN	LAST REVISION	DEC 2024
		PLATE NO.	STO-13A





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Eric R Johnson

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Date: 01/10/2025 Lic. No. 56659

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14000 25TH AVE N #120 PLYMOUTH, MN. 55447 (952) 476-6000

CITY PROJECT NO.
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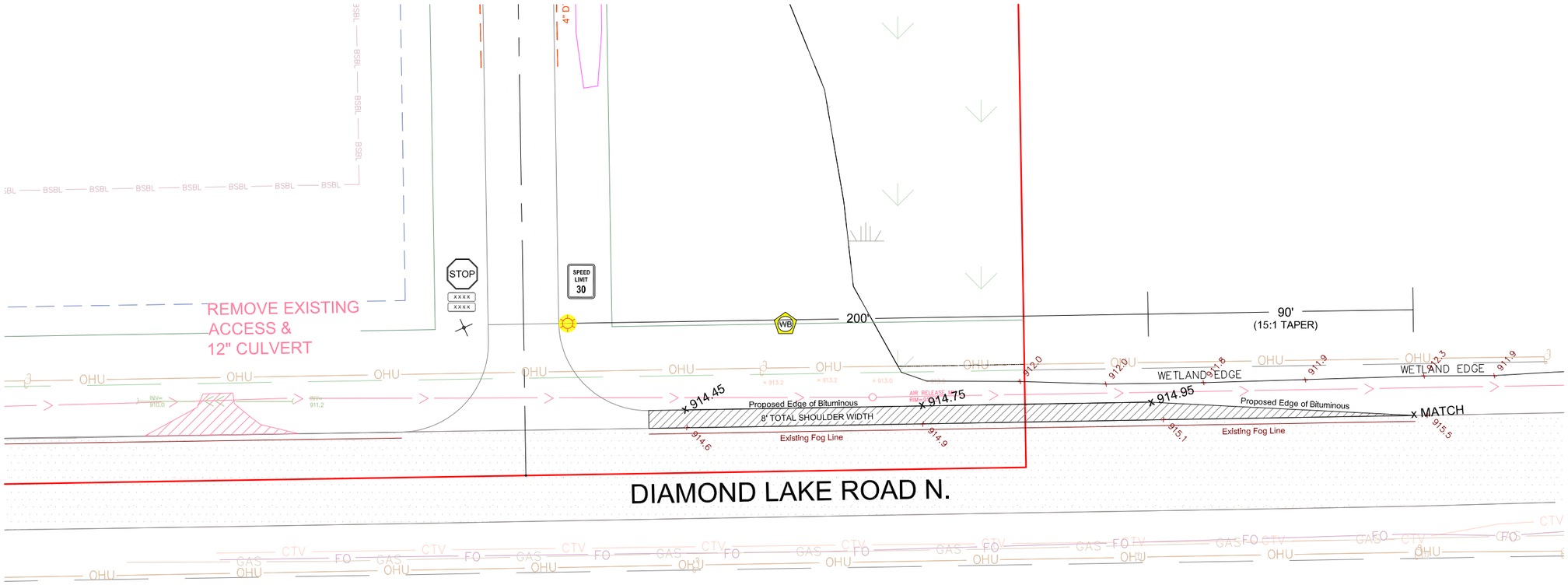
DAYTON, MINNESOTA

FINAL STREET PLAN
LEGACY WOODS
BK LAND DEVELOPMENT

22

FILE NO.
100954-004

2



SHOULDER EXPANSION NOTES

- EXISTING SHOULDER TO BE EXPANDED TO BE 8' IN TOTAL WIDTH
- SHOULDER SECTION TO MATCH EXISTING SECTION
- 200' FULL WIDTH SHOULDER WITH A 15:1 TAPER TO TIE INTO EXISTING
- INSTALL MNDOT SAFETY EDGE (30° PLACED AT THE EDGE OF THE NEWLY INSTALLED ASPHALT) ALONG SHOULDER EXPANSION - REFER TO MNDOT GUIDELINES FOR INSTALLATION

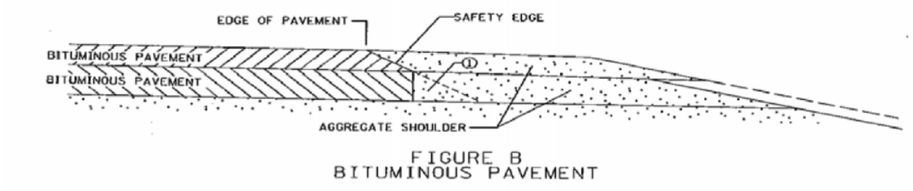
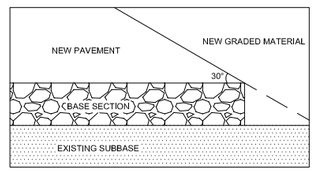
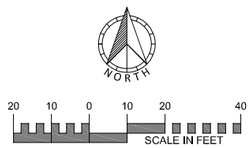


FIGURE B
BITUMINOUS PAVEMENT

MNDOT SAFETY EDGE



MNDOT SAFETY EDGE



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DAYTON,
MINNESOTA

SHOULDER EXPANSION (ENTRANCE)

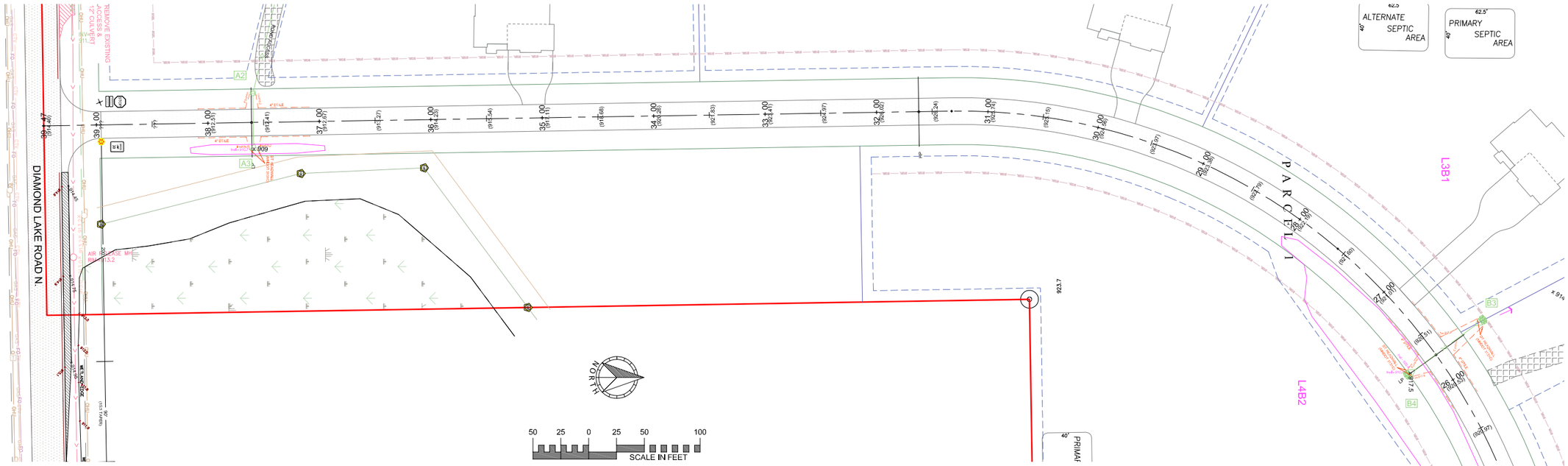
LEGACY WOODS

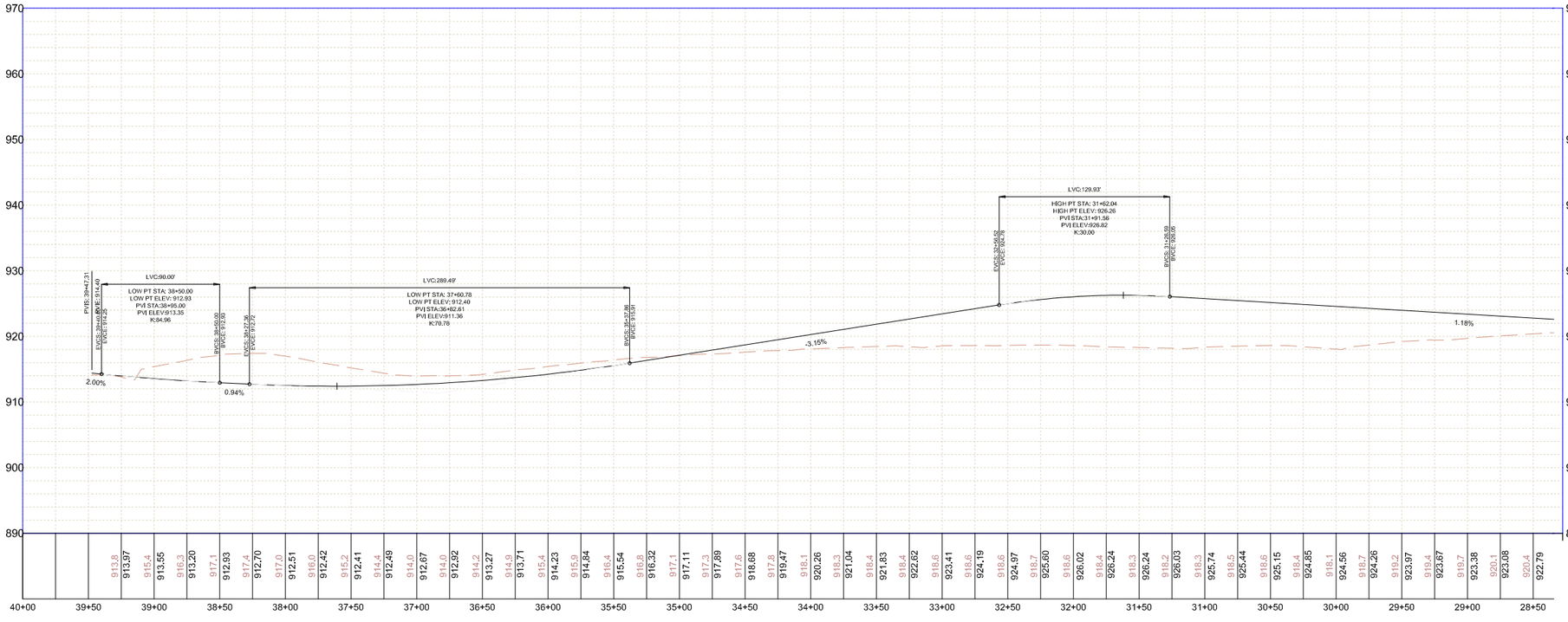
BK LAND DEVELOPMENT

23

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100954-004

3





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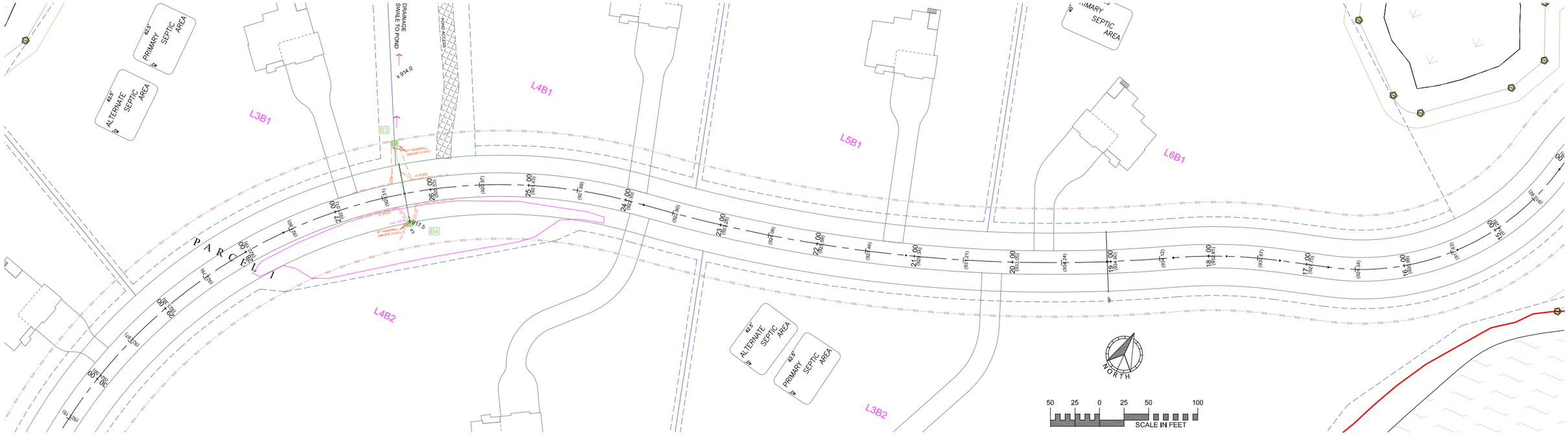
DAYTON, MINNESOTA

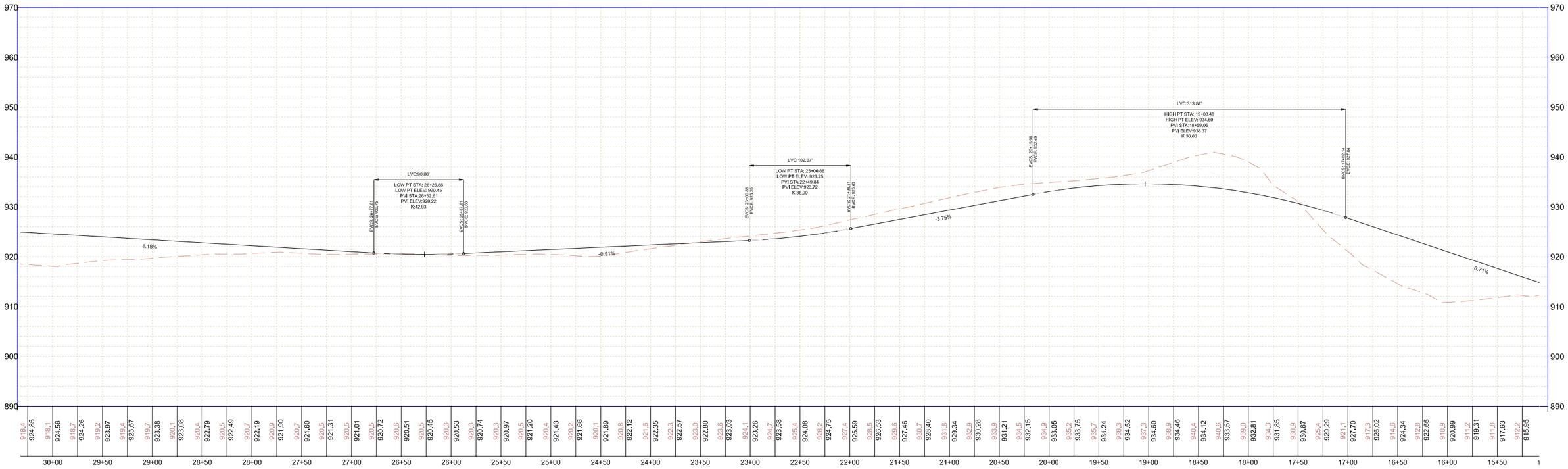
FINAL STREET PLAN
LEGACY WOODS
BK LAND DEVELOPMENT

24

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DAYTON, MINNESOTA

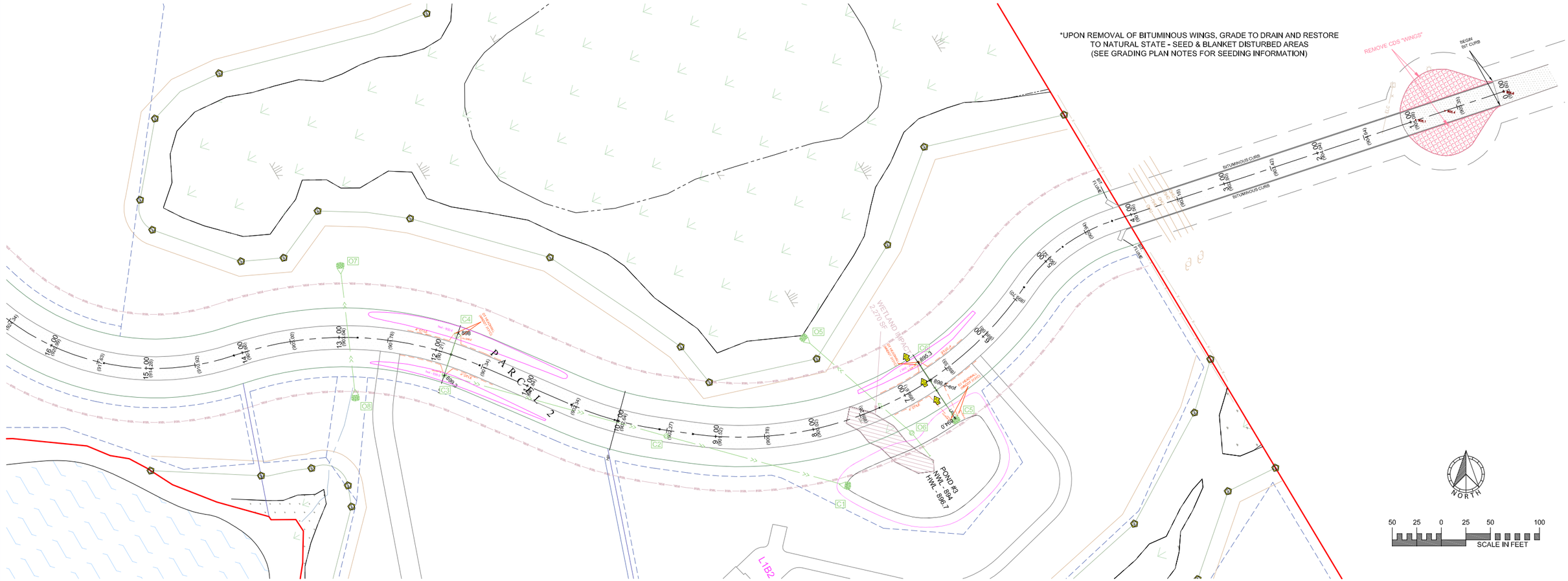
FINAL STREET PLAN
LEGACY WOODS
BK LAND DEVELOPMENT

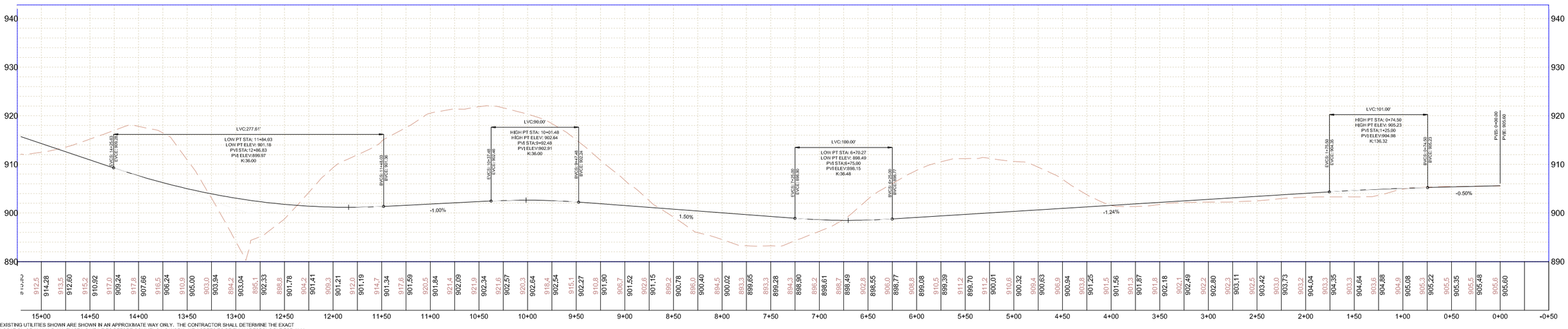
25

FILE NO.
100954-004

5

*UPON REMOVAL OF BITUMINOUS WINGS, GRADE TO DRAIN AND RESTORE TO NATURAL STATE - SEED & BLANKET DISTURBED AREAS (SEE GRADING PLAN NOTES FOR SEEDING INFORMATION)





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CITY PROJECT NO.
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DAYTON, MINNESOTA

FINAL STREET PLAN
LEGACY WOODS
BK LAND DEVELOPMENT

26

FILE NO.
100954-004

6



Storm Table									
Start Structure	Start Rim Elev	Start Inv	Size	Material	Length	Slope	End Structure	End Rim Elev	End Inv
A2	907.4	906.00	15.0"	RCP	181.5 LF	6.61%	A1	895.4	894.00
A3	910.4	909.00	15.0"	RCP	51.2 LF	5.86%	A2	907.4	906.00
B4	919.0	916.50	27.0"	RCP	78.3 LF	1.28%	B3	918.0	915.50
C3	897.7	896.00	18.0"	RCP	234.6 LF	0.47%	C2	896.6	894.90
C4	899.4	898.00	15.0"	RCP	44.0 LF	4.55%	C3	897.4	896.00
O2	895.4	894.00	15.0"	RCP	53.3 LF	2.82%	O1	893.9	892.50
O4	906.2	904.00	24.0"	RCP	48.0 LF	2.08%	O3	905.2	903.00
O6	895.7	894.00	18.0"	RCP	144.1 LF	4.51%	O5	889.2	887.50

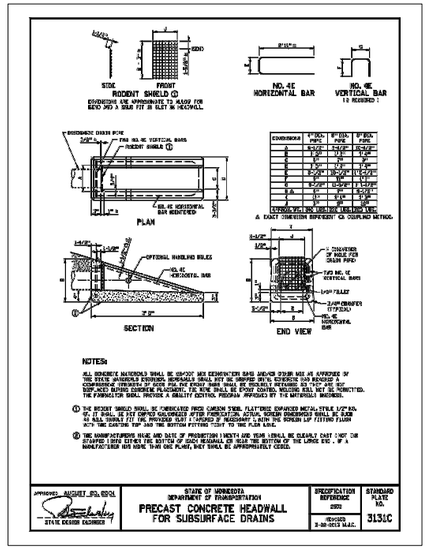
STRUCTURE TABLE							
STRUCTURE NAME	TYPE	DIAMETER	RIM	BUILD	INV	CASTING	NOTES
A2	CBMH	48.0"	909.9	6.9'	903.0	R-4342	3' SUMP
C2	STMH	48.0"	902.1	10.2'	891.9	R-1642 B	3' SUMP
C3	CBMH	48.0"	899.3	3.3'	896.0	R-4342	

FES TABLE				
Structure Name	TYPE	SIZE (IN.)	INV	C.Y. RIP RAP
A1	FES	15	894.0	8
A3	FES	15	909.0	NONE
B3	FES	27	915.5	12
B4	FES	27	916.5	12
C1	FES	18	894.0	10
C4	FES	15	898.0	NONE
C5	FES	15	894.0	8
C6	FES	15	895.0	NONE
O1	FES	15	892.5	8
O5	FES	18	887.5	10
O7	FES	48	890.0	30
O8	FES	48	892.6	30

ALL RIP-RAP TO BE CLASS 3 (SEE CITY STANDARD DETAIL STO-09)

LEGEND

DESCRIPTION	PROPOSED	EXISTING
BUILDING SETBACK LINE	BSBL	BSBL
GARAGE SETBACK LINE	GSBL	GSBL
PARCEL BOUNDARY LINE		
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
SAN/WM SERVICE	W S	W S
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION W/RIP-RAP		
STORM STUCTURE LABEL	CB H3	CB H3
DRAINTILE W/CLEANOUTS		
SANITARY STUCTURE LABEL	(SMH)	(SMH)
SANITARY SEWER MANHOLE		
WATERMAIN		
HYDRANT		
GATE VALVE		



NOTES

1. 4" DRAINTILE SHALL BE INSTALLED AT THE LOWPOINT CATCH BASINS 50' MIN. IN EACH DIRECTION SEE DETAIL PLATE STO-13A. DAYLIGHT DRAINTILE TO DITCH AND INSTALL CONCRETE HEADWALL PER MNDOT DETAIL 3131C.
2. TRASH GUARDS SHALL BE PLACED ON ALL FLARED END SECTIONS.
3. TIE ALL PIPE JOINTS BETWEEN STORM SEWER APRONS AND UPSTREAM STRUCTURE.
4. WIMCO'S OR APPROVED EQUAL TO BE INSTALLED AT ALL STORM INLETS.
5. GRANULAR MATERIAL SHALL BE PLACED UNDER STORM SEWER PIPE OR STRUCTURES THAT ARE LESS THAN 48" BELOW FINISHED GRADE AND EXTEND TO AT LEAST 48" BELOW FINISHED GRADE.
6. RIP-RAP FOR STORM SEWER SHALL BE CONSTRUCTED USING GRANITE ROCK,1' DIAMETER OR LARGER AND SHALL BE HAND PLACED.
7. ALL ADJUSTING RINGS TO BE CONCRETE.

NORTH

150 75 0 75 150 300
SCALE IN FEET

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XXX				
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DATE				
01/10/2025				

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Eric R. Johnson

ERIC R. JOHNSON, P.E.
Date: 01/10/2025 Lic. No. 56659

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CITY PROJECT NO.
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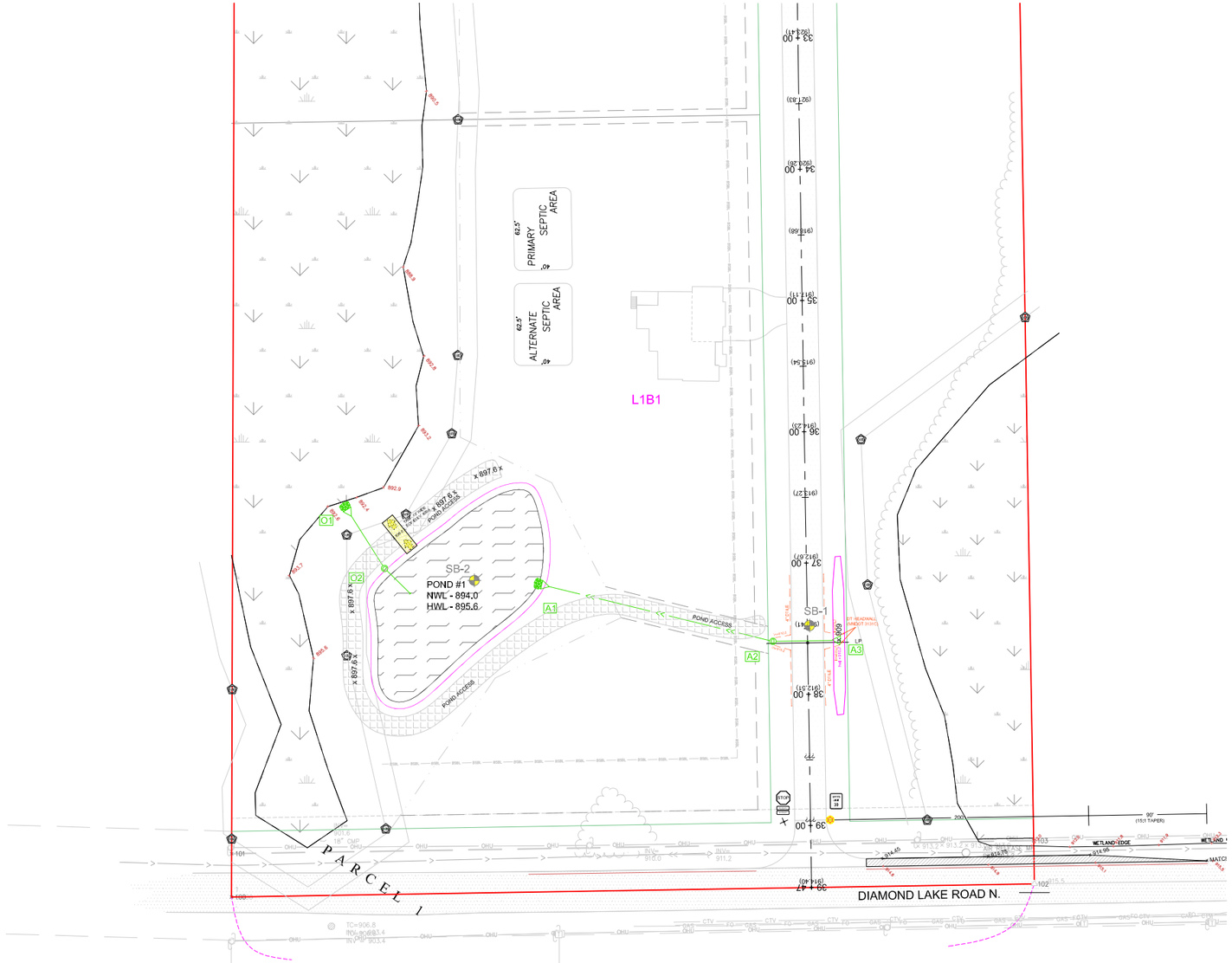
DAYTON, MINNESOTA

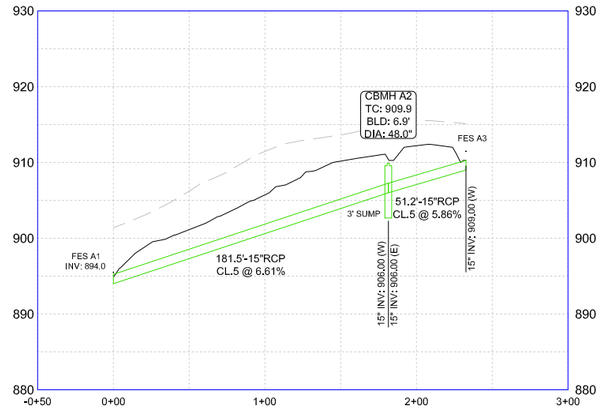
FINAL STORM SEWER PLAN
LEGACY WOODS
BK LAND DEVELOPMENT

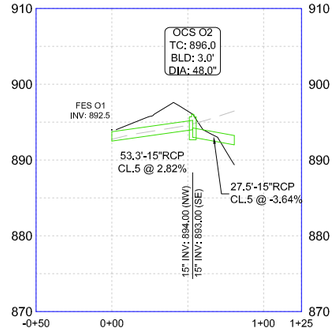
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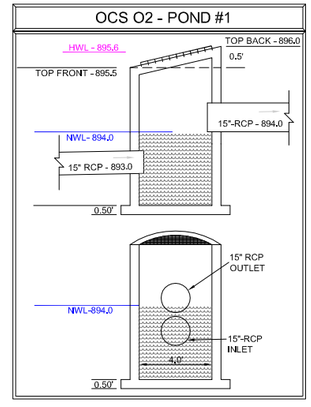
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7









NORTH

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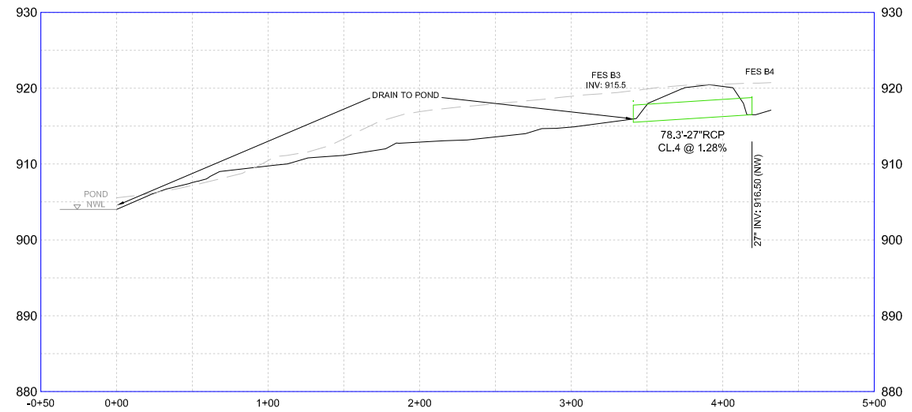
FINAL STORM SEWER PLAN
LEGACY WOODS
BK LAND DEVELOPMENT

28

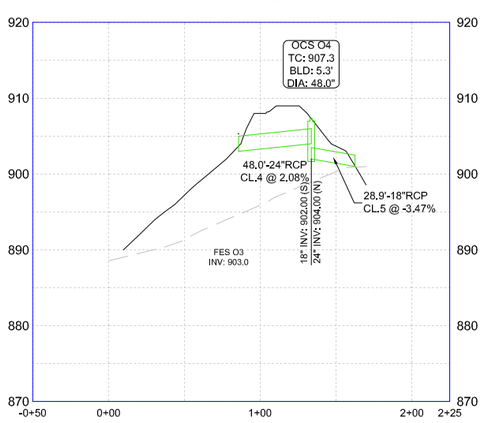
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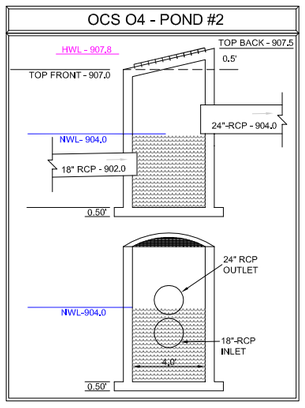
8





OCS P2





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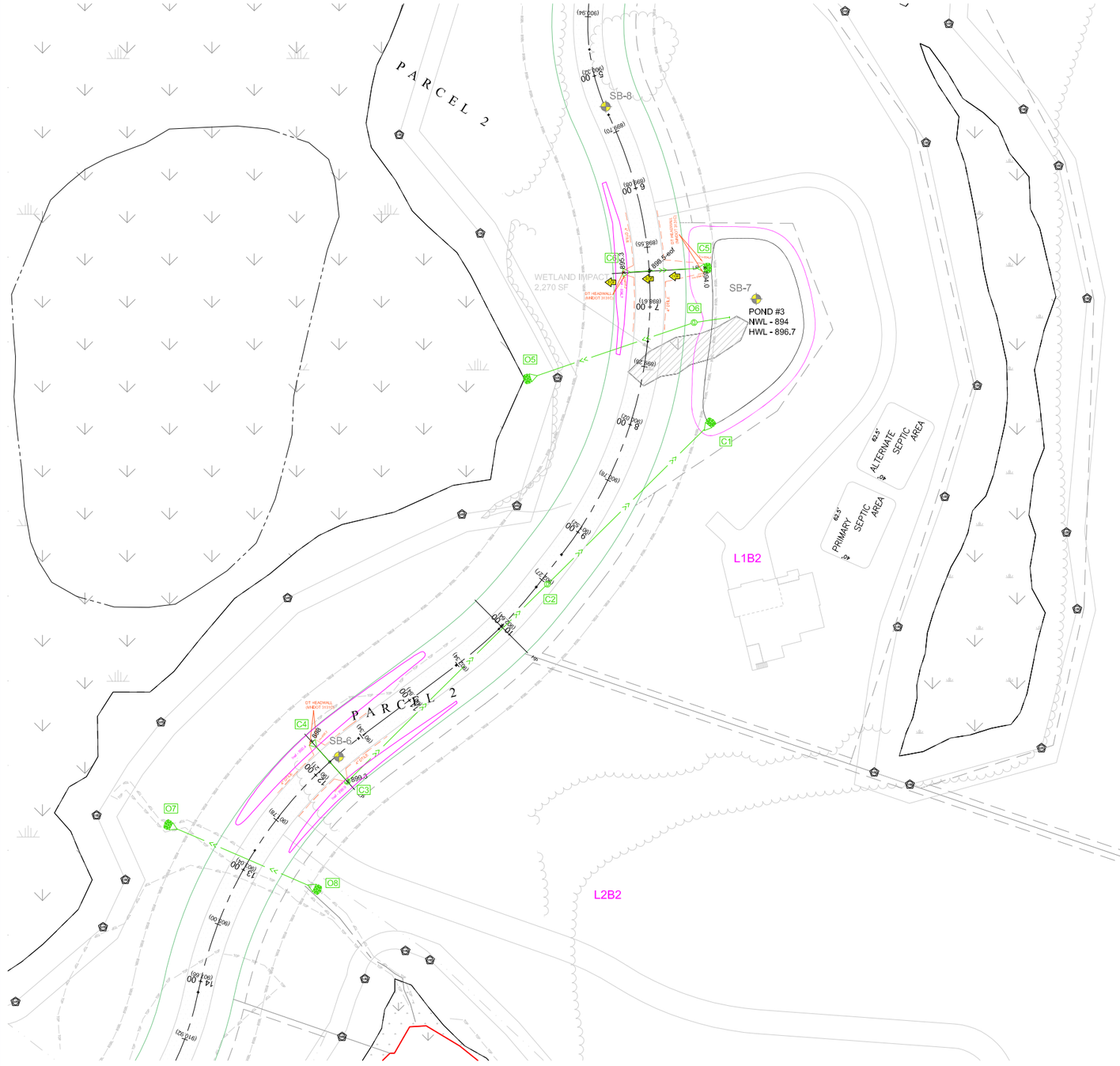
FINAL STORM SEWER PLAN

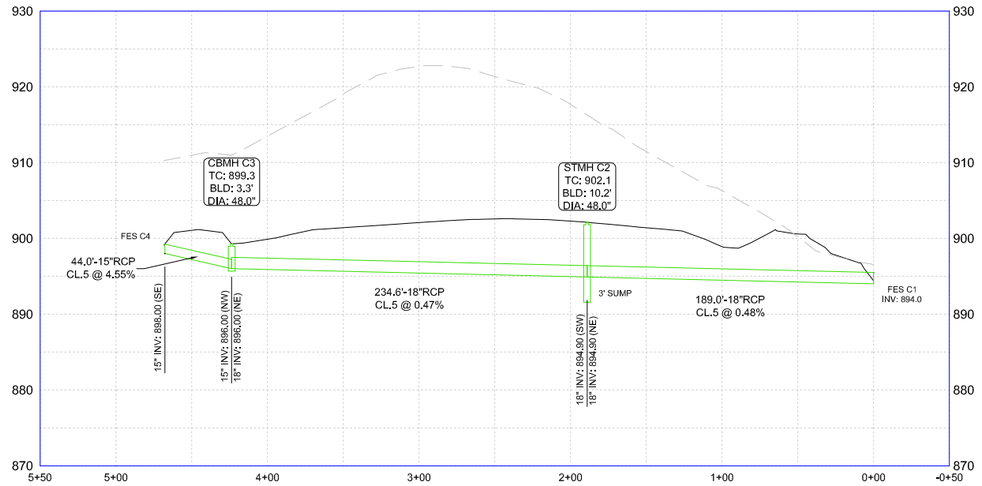
LEGACY WOODS

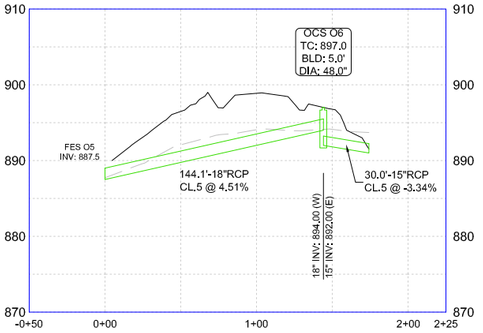
BK LAND DEVELOPMENT

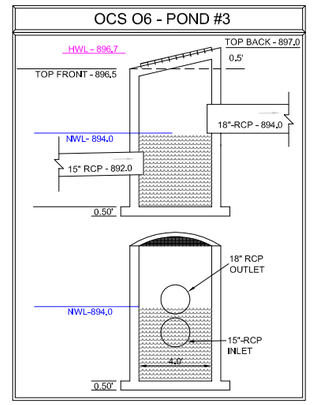
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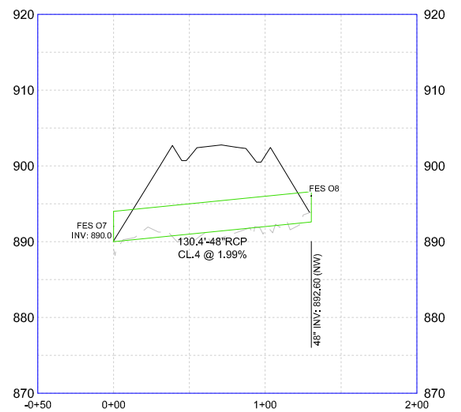
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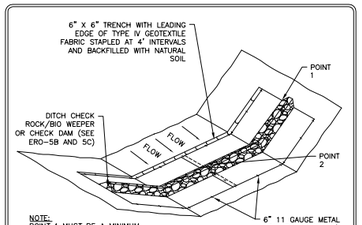
DAYTON, MINNESOTA

FINAL STORM SEWER PLAN
LEGACY WOODS
BK LAND DEVELOPMENT

30

FILE NO.
100954-004

10



NOTE:
POINT 1 MUST BE A MINIMUM OF 6" HIGHER THAN POINT 2 TO ENSURE THAT WATER FLOWS OVER THE DITCH CHECK AND NOT AROUND THE ENDS.

DITCH CHECK SPACING
(USE FOR DETAILS ERO-5B, 5C, 5D, AND 5E)

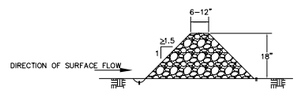
DITCH GRADE (%)	INTERVAL (FT)
2	100
4	75
6	50
8	40
10	25
10+	25

City of Dayton
2025 DETAIL PLATES REV.1

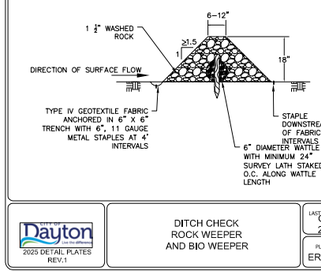
DITCH CHECK
3D VIEW FOR
5B, 5C SPACING

LAST REVISION: OCT 2024
PLATE NO. ERO-05A

I. ROCK WEEPER



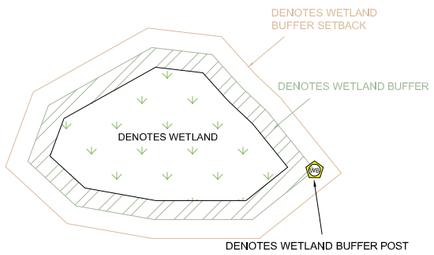
II. BIO WEEPER

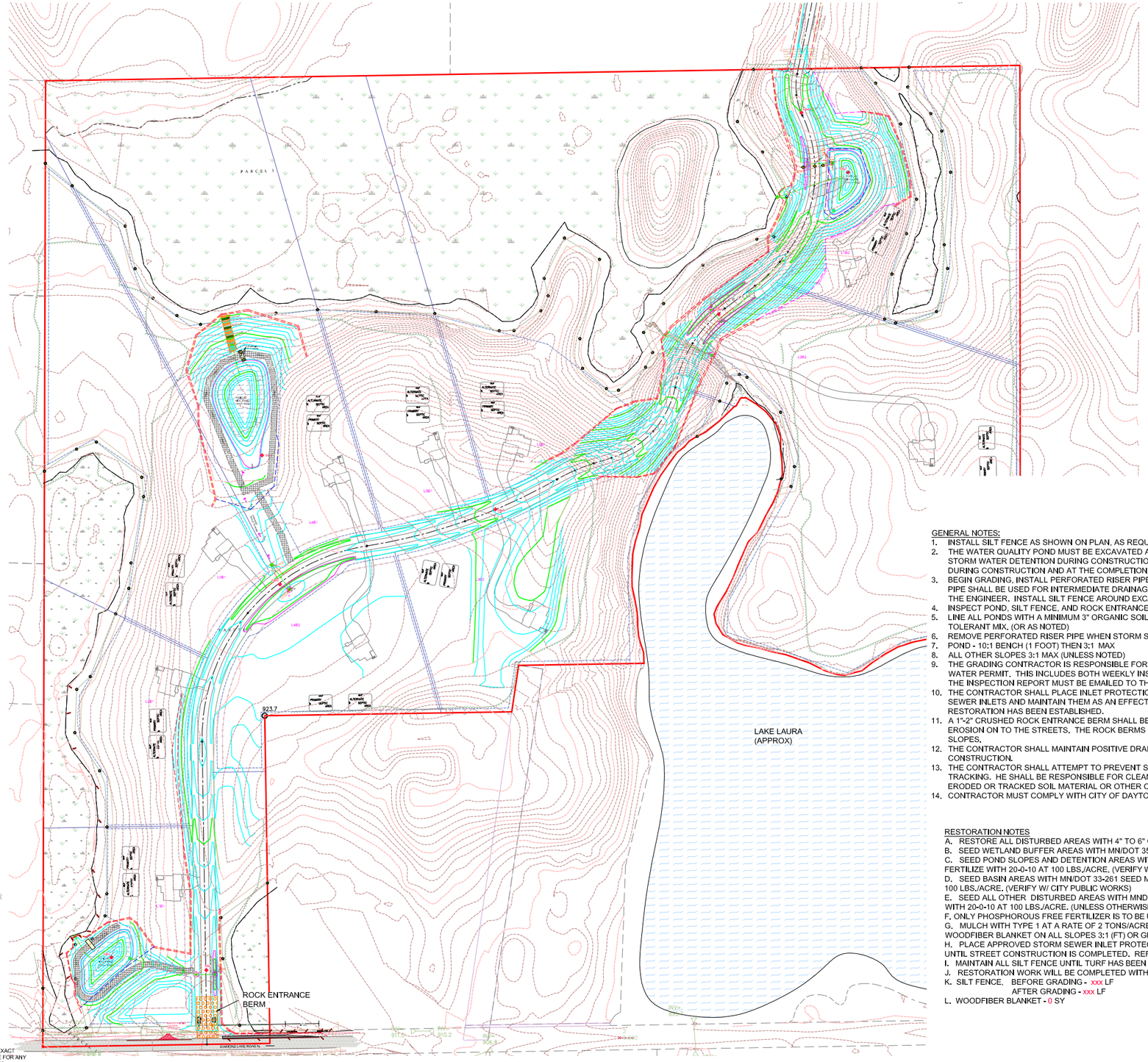


City of Dayton
2025 DETAIL PLATES REV.1

DITCH CHECK
ROCK WEEPER
AND BIO WEEPER

LAST REVISION: OCT 2024
PLATE NO. ERO-05B





SYMBOL LEGEND

DESCRIPTION	PROPOSED	EXISTING
MINOR CONTOUR	920	958
MAJOR CONTOUR	920	960
LOT LINE		
BUILDING SETBACK LINE	BSBL	BSBL
GARAGE SETBACK LINE	GSBL	GSBL
PARCEL BOUNDARY LINE		
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION W/RIP-RAP		
SANITARY SEWER MANHOLE		
HYDRANT		
GATE VALVE		
DRAIN FLOW/RUNOFF ARROW		
EMERGENCY OVERFLOW SWALE		
SILT FENCE -PRE CONSTRUCTION)		
SILT FENCE -POST CONSTRUCTION)		
SPOT ELEVATION	x 960.0	x 960.0
TBC SPOT ELEVATION	x 960.00	

ROCK ENTRANCE BERM
SILT FENCE
POST GRADING SILT FENCE
BIO-ROLL
ROCK DITCH CHECK
CONCRETE WASHOUT
INLET PROTECTION
EROSION BLANKET

GENERAL NOTES:
1. INSTALL SILT FENCE AS SHOWN ON PLAN, AS REQUIRED BY THE CITY OF DAYTON OR DIRECTED BY THE ENGINEER.
2. THE WATER QUALITY POND MUST BE EXCAVATED AT THE BEGINNING OF GRADING OPERATIONS TO PROVIDE TEMPORARY STORM WATER DETENTION DURING CONSTRUCTION. SAND AND SILT MUST BE REMOVED FROM THE POND AS NECESSARY DURING CONSTRUCTION AND AT THE COMPLETION OF THE PROJECT.
3. BEGIN GRADING, INSTALL PERFORATED RISER PIPE IN POND WHEN POND GRADING IS COMPLETE. TEMPORARY DRAINAGE PIPE SHALL BE USED FOR INTERMEDIATE DRAINAGE DURING THE CONSTRUCTION PERIOD AS NECESSARY AND DIRECTED BY THE ENGINEER. INSTALL SILT FENCE AROUND EXCAVATED PONDS.
4. INSPECT POND, SILT FENCE, AND ROCK ENTRANCE BERM AFTER ALL RAINFALL EVENTS AS REQUIRED BY THE NPDES PERMIT.
5. LINE ALL PONDS WITH A MINIMUM 3" ORGANIC SOILS & SEED SLOPES BETWEEN NWL AND 100 YR HWL WITH A WATER TOLERANT MIX. (OR AS NOTED)
6. REMOVE PERFORATED RISER PIPE WHEN STORM SEWER AND OUTLET STRUCTURE FOR PONDS ARE INSTALLED.
7. POND - 10:1 BENCH (1 FOOT) THEN 3:1 MAX
8. ALL OTHER SLOPES 3:1 MAX (UNLESS NOTED)
9. THE GRADING CONTRACTOR IS RESPONSIBLE FOR ALL STORM WATER INSPECTIONS ACCORDING TO THE MPCA STORM WATER PERMIT. THIS INCLUDES BOTH WEEKLY INSPECTIONS AND INSPECTIONS DONE AFTER A 0.5" RAIN EVENT. A COPY OF THE INSPECTION REPORT MUST BE EMAILED TO THE ENGINEER AND DEVELOPER ON A WEEKLY BASIS.
10. THE CONTRACTOR SHALL PLACE INLET PROTECTION DEVICES IN ACCORDANCE WITH THE CITY OF DAYTON FOR ALL STORM SEWER INLETS AND MAINTAIN THEM AS AN EFFECTIVE SILT CONTROL DEVICE. INLET PROTECTION SHALL BE REMOVED WHEN RESTORATION HAS BEEN ESTABLISHED.
11. A 1"-2" CRUSHED ROCK ENTRANCE BERM SHALL BE PLACED AT THE SITE ENTRANCE, TO REPLACE SILT FENCE, AND MINIMIZE EROSION ON TO THE STREETS. THE ROCK BERMS SHALL BE THE WIDTH OF THE ENTRANCE AND 2 FEET HIGH WITH 4:1 SLOPES.
12. THE CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AWAY FROM THE BUILDING PAD AND STREET AREAS THROUGHOUT CONSTRUCTION.
13. THE CONTRACTOR SHALL ATTEMPT TO PREVENT SOIL MATERIALS FROM LEAVING THE SITE BY EROSION AND VEHICLE WHEEL TRACKING. HE SHALL BE RESPONSIBLE FOR CLEANING OF STREET, BOULEVARD AND UTILITY FACILITIES THAT RECEIVE ANY ERODED OR TRACKED SOIL MATERIAL OR OTHER CONSTRUCTION DEBRIS OR MATERIAL.
14. CONTRACTOR MUST COMPLY WITH CITY OF DAYTON WETLAND REPLACEMENT REQUIREMENTS.

RESTORATION NOTES
A. RESTORE ALL DISTURBED AREAS WITH 4" TO 6" OF TOPSOIL, OR EXISTING ON-SITE ORGANIC MTRL.
B. SEED WETLAND BUFFER AREAS WITH MN/DOT 35-241 (MESIC PRAIRE GENERAL, REPLACING MN/DOT 310)
C. SEED POND SLOPES AND DETENTION AREAS WITH MN/DOT 33-261 SEED MIX AT A RATE OF 100 LBS./ACRE AND FERTILIZE WITH 20-0-10 AT 100 LBS./ACRE. (VERIFY W/ CITY PUBLIC WORKS)
D. SEED BASIN AREAS WITH MN/DOT 33-261 SEED MIX AT A RATE OF 35 LBS./ACRE AND FERTILIZE WITH 20-0-10 AT 100 LBS./ACRE. (VERIFY W/ CITY PUBLIC WORKS)
E. SEED ALL OTHER DISTURBED AREAS WITH MNDOT 250 SEED MIX AT A RATE OF 100 LBS./ACRE AND FERTILIZE WITH 20-0-10 AT 100 LBS./ACRE. (UNLESS OTHERWISE NOTED)
F. ONLY PHOSPHOROUS FREE FERTILIZER IS TO BE USED ON SITE.
G. MULCH WITH TYPE 1 AT A RATE OF 2 TONS/ACRE AND DISC ANCHOR IMMEDIATELY AFTER PLACEMENT. USE WOODFIBER BLANKET ON ALL SLOPES 3:1 (FT) OR GREATER.
H. PLACE APPROVED STORM SEWER INLET PROTECTION IN OR AROUND ALL STORM SEWER INLETS AND MAINTAIN UNTIL STREET CONSTRUCTION IS COMPLETED. REFER TO CITY DETAILS ST-22 & ST-23 FOR APPROVED DEVICES.
I. MAINTAIN ALL SILT FENCE UNTIL TURF HAS BEEN ESTABLISHED.
J. RESTORATION WORK WILL BE COMPLETED WITHIN 72 HOURS OF GRADING COMPLETION.
K. SILT FENCE, BEFORE GRADING - xxx LF
AFTER GRADING - xxx LF
L. WOODFIBER BLANKET - 0 SY

NORTH

150 75 0 75 150 300
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Eric R Johnson

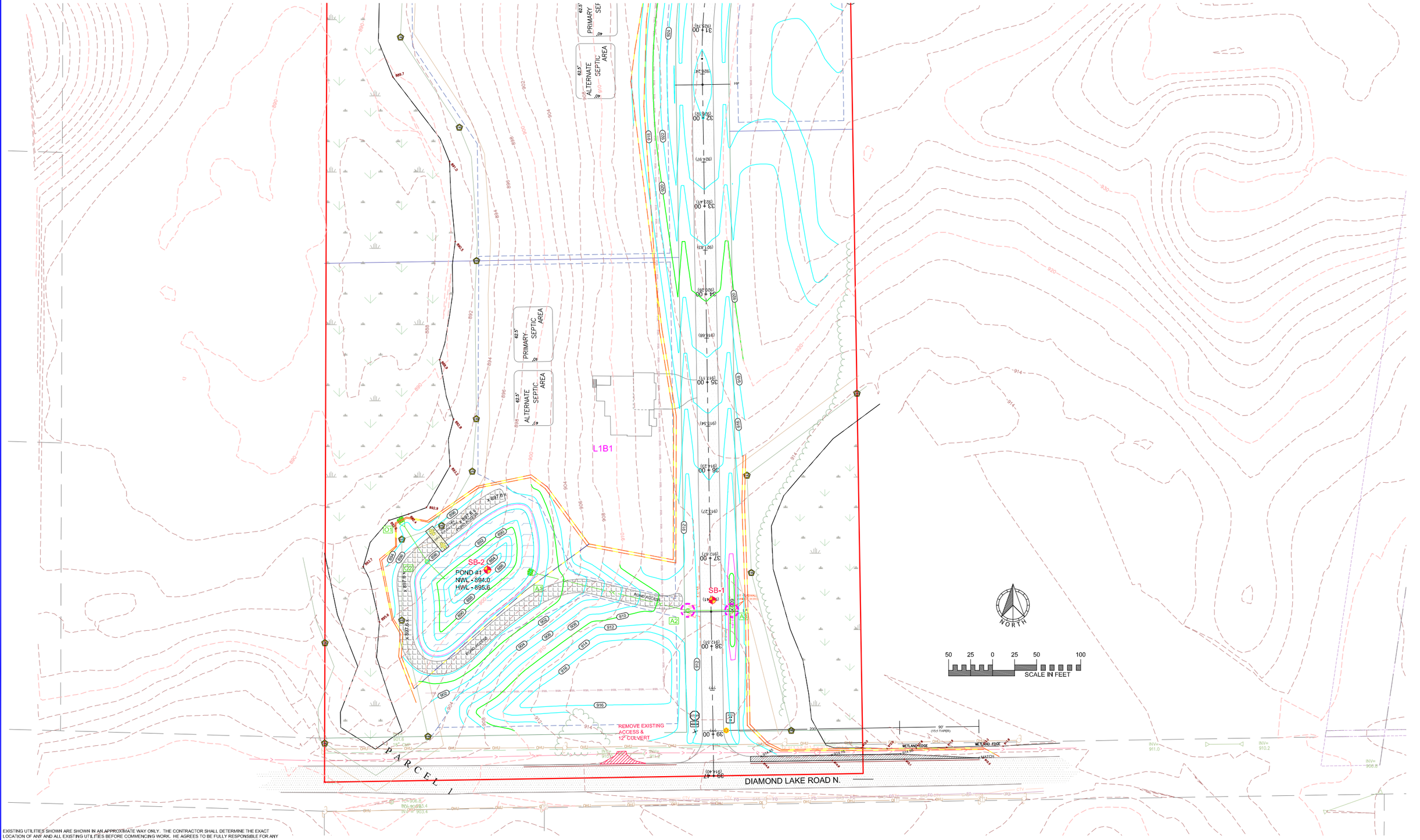
ERIC R. JOHNSON, P.E.
Date: 01/10/2025 Lic. No. 56659

ENGINEERS SURVEYORS DESIGNERS PLANNERS
SATHRE-BERGQUIST, INC.
14000 25TH AVE N #120 PLYMOUTH, MN. 55447 (952) 476-6000

CITY PROJECT NO.
--
DAYTON, MINNESOTA

FINAL GRADING & EROSION CONTROL PLAN
LEGACY WOODS
BK LAND DEVELOPMENT
31

FILE NO.
100954-004
11



EXISTING UTILITIES SHOWN ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ANY AND ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES ARISING OUT OF HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL EXISTING UTILITIES.

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CITY PROJECT NO.
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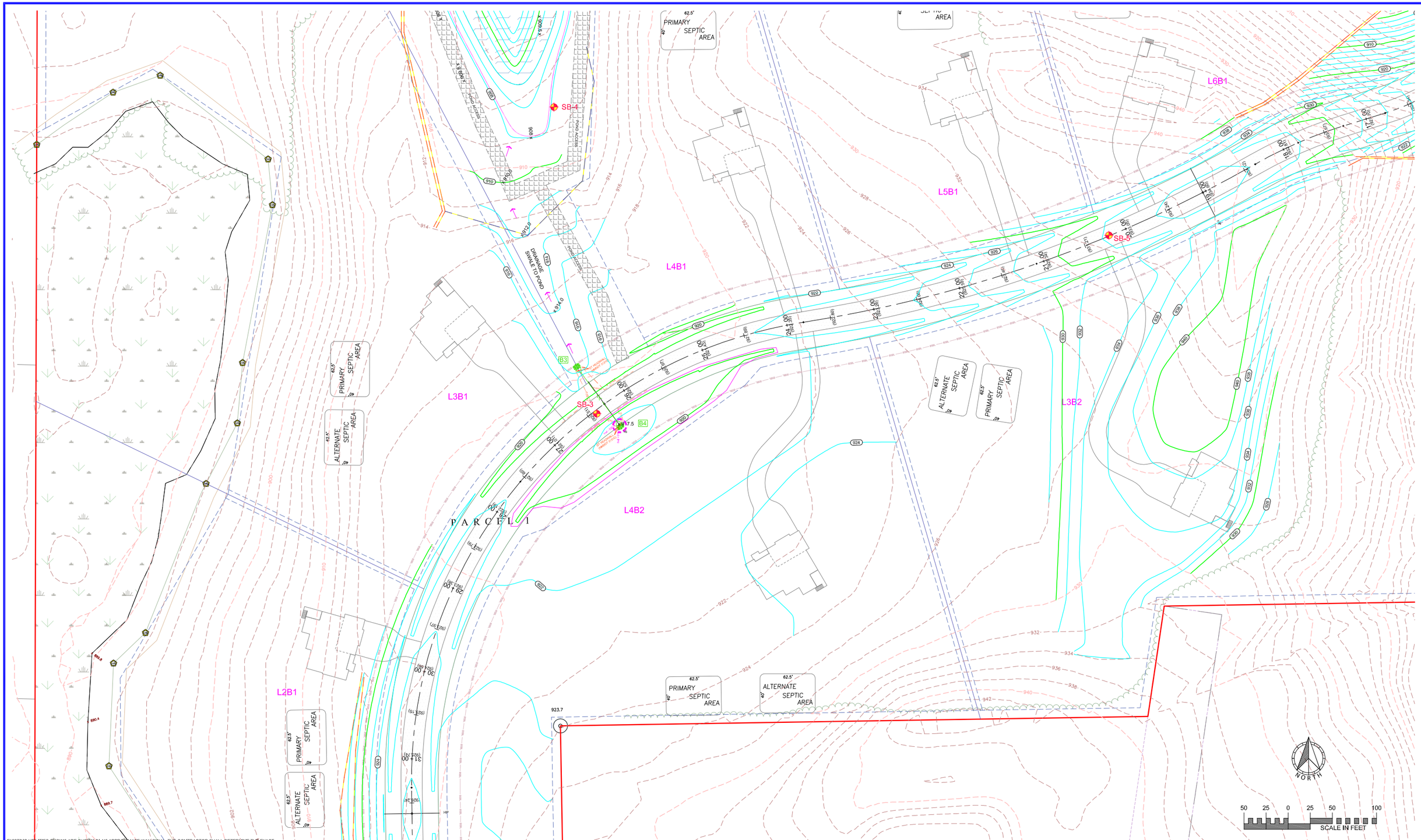
DAYTON, MINNESOTA

FINAL GRADING & EROSION CONTROL PLAN
LEGACY WOODS
BK LAND DEVELOPMENT

32

FILE NO.
100954-004

12



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DAYTON, MINNESOTA

FINAL GRADING & EROSION CONTROL PLAN

LEGACY WOODS

BK LAND DEVELOPMENT

33

FILE NO.
100954-004

13

INSTALL ROCK CHECKS PER CITY DETAIL ERO-5A & 5B (25' INTERVALS)

ROCK CHECK

ROCK CHECK

ROCK CHECK

TRN - 10' WIDE EOF ELEV. 908.8

POND #2
NWL - 904.0
HWL - 907.8

POND ACCESS

DRAINAGE SWALE TO POND

62.5' ALTERNATE SEPTIC AREA

62.5' PRIMARY SEPTIC AREA

62.5' ALTERNATE SEPTIC AREA

62.5' PRIMARY SEPTIC AREA

62.5' ALTERNATE SEPTIC AREA

62.5' PRIMARY SEPTIC AREA

L4B1

L5B1

L6B1

PARCEL 2

SB-1

SB-4

SB-5

SB-6

GRADING LIMITS

NORTH

50 25 0 25 50 100
SCALE IN FEET

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FINAL GRADING & EROSION CONTROL PLAN

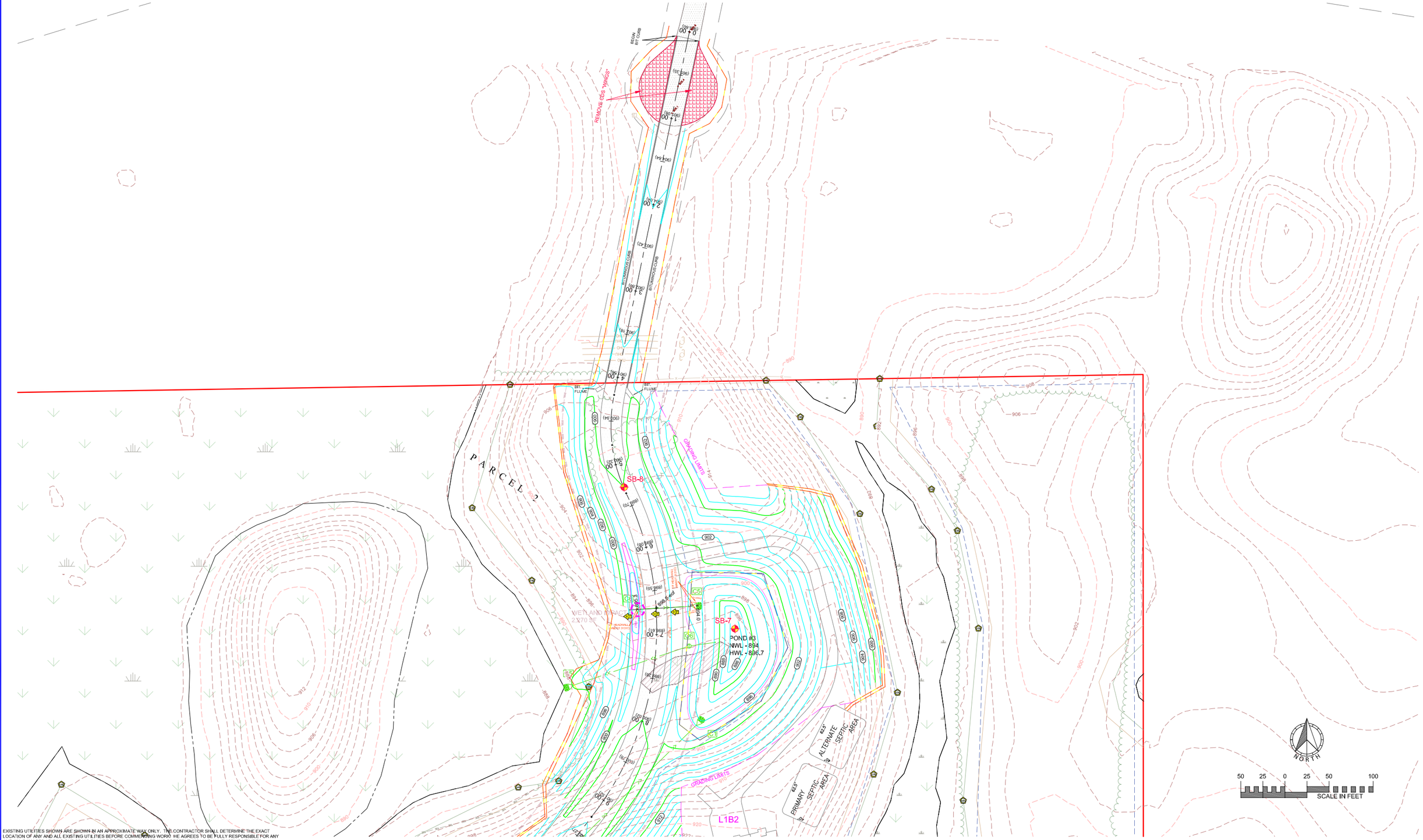
LEGACY WOODS

BK LAND DEVELOPMENT

34

FILE NO.
100954-004

14



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DAYTON, MINNESOTA

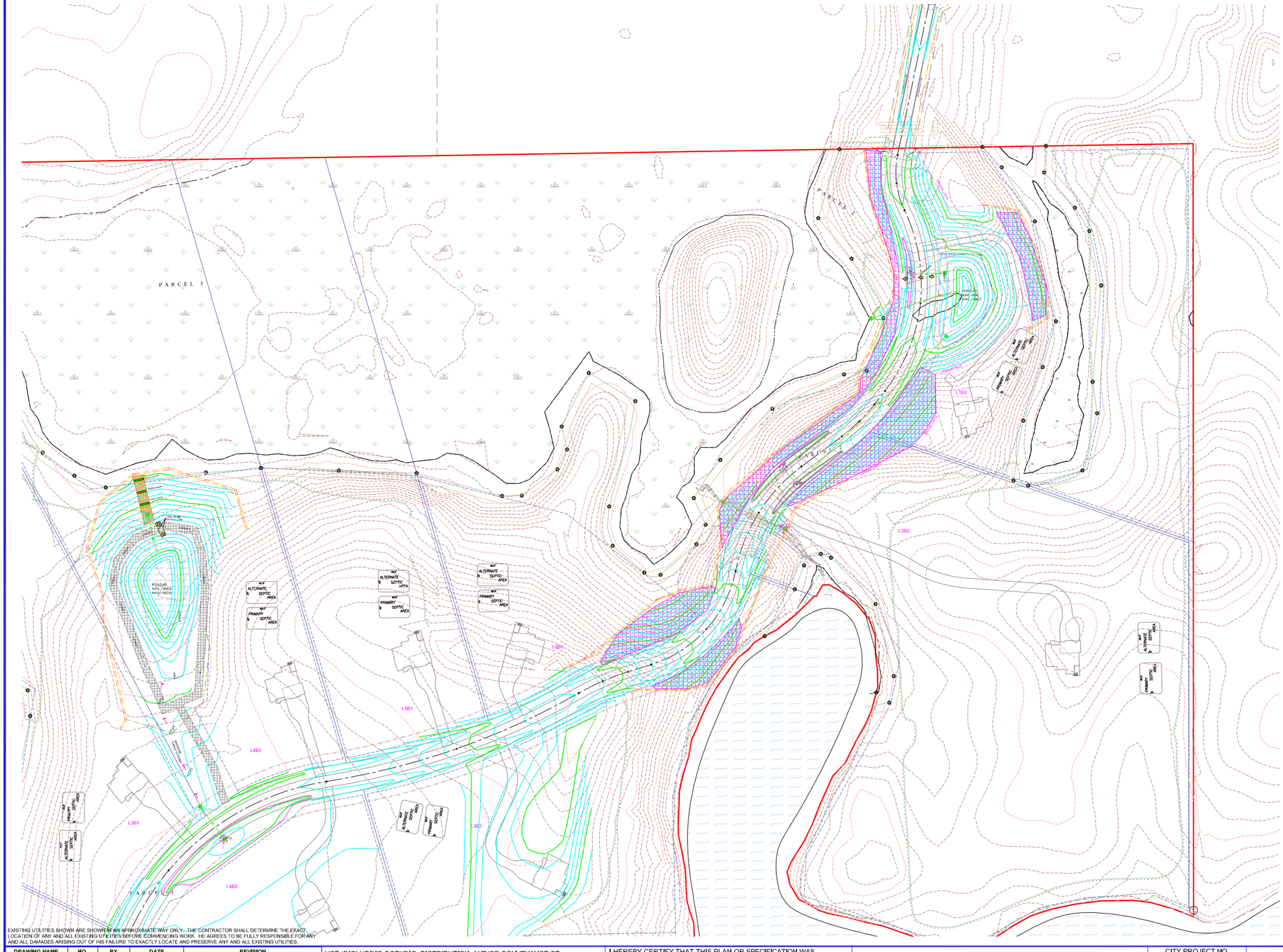
FINAL GRADING & EROSION CONTROL PLAN

LEGACY WOODS

BK LAND DEVELOPMENT

35

FILE NO.
100954-004



DENOTES PROPOSED UNMAINTAINED 3:1 SLOPE AREAS

NORTH

100 50 0 50 100 200

SCALE IN FEET

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DAYTON,
MINNESOTA

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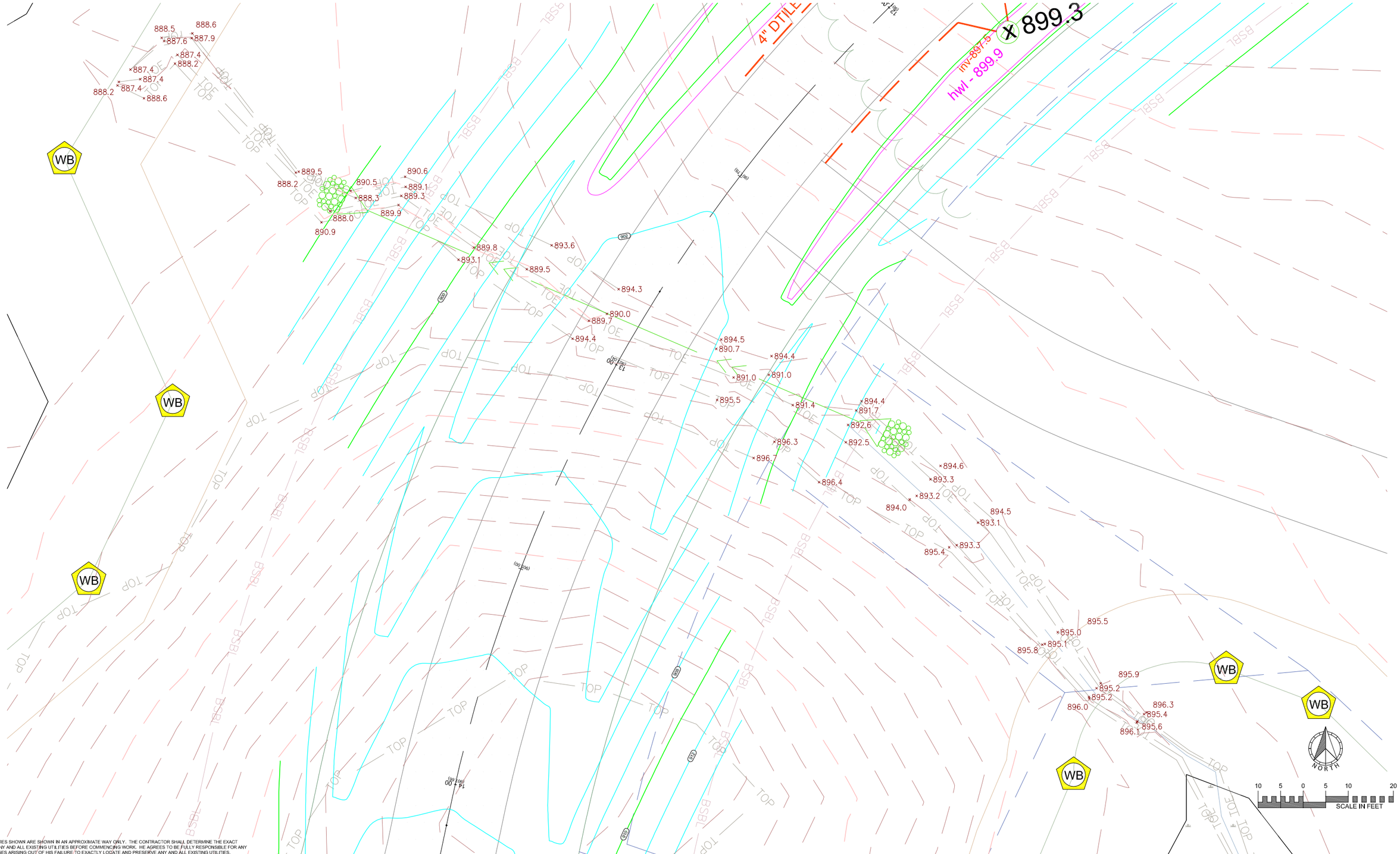
LEGACY WOODS

BK LAND DEVELOPMENT

36

FILE NO.
100954-004

16



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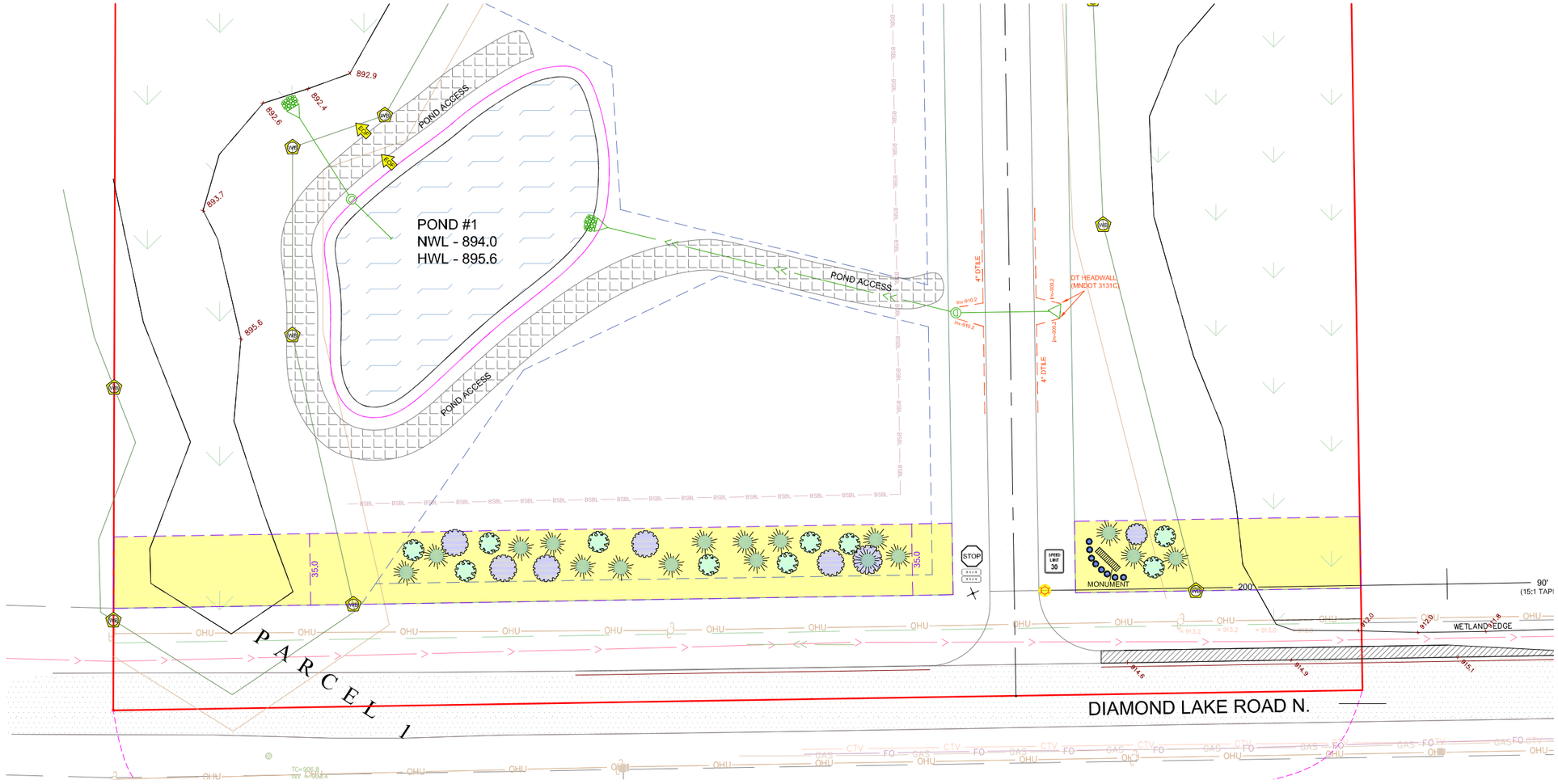
DAYTON, MINNESOTA

DRAINAGE CHANNEL
LEGACY WOODS
BK LAND DEVELOPMENT

37

FILE NO.
100954-004

17



NOTES

1. SOME TREES HAVE BEEN PLACED NON-TYPICAL TO AVOID ENCROACHMENTS WITH EXISTING AND PROPOSED UTILITIES.
2. TREES TO BE LOCATED WITHIN 35' OF ROW & OUTSIDE OF D&U EASEMENT. TREES NOT TO BE PLANTED WITHIN WETLAND BUFFER AREA
3. FINAL TREE TYPES, QUANTITY & LOCATIONS TO BE DETERMINED BY DEVELOPER & CITY.

DENOTES 35' LANDSCAPE BUFFER AREA

NORTH

30 15 0 15 30 60
SCALE IN FEET

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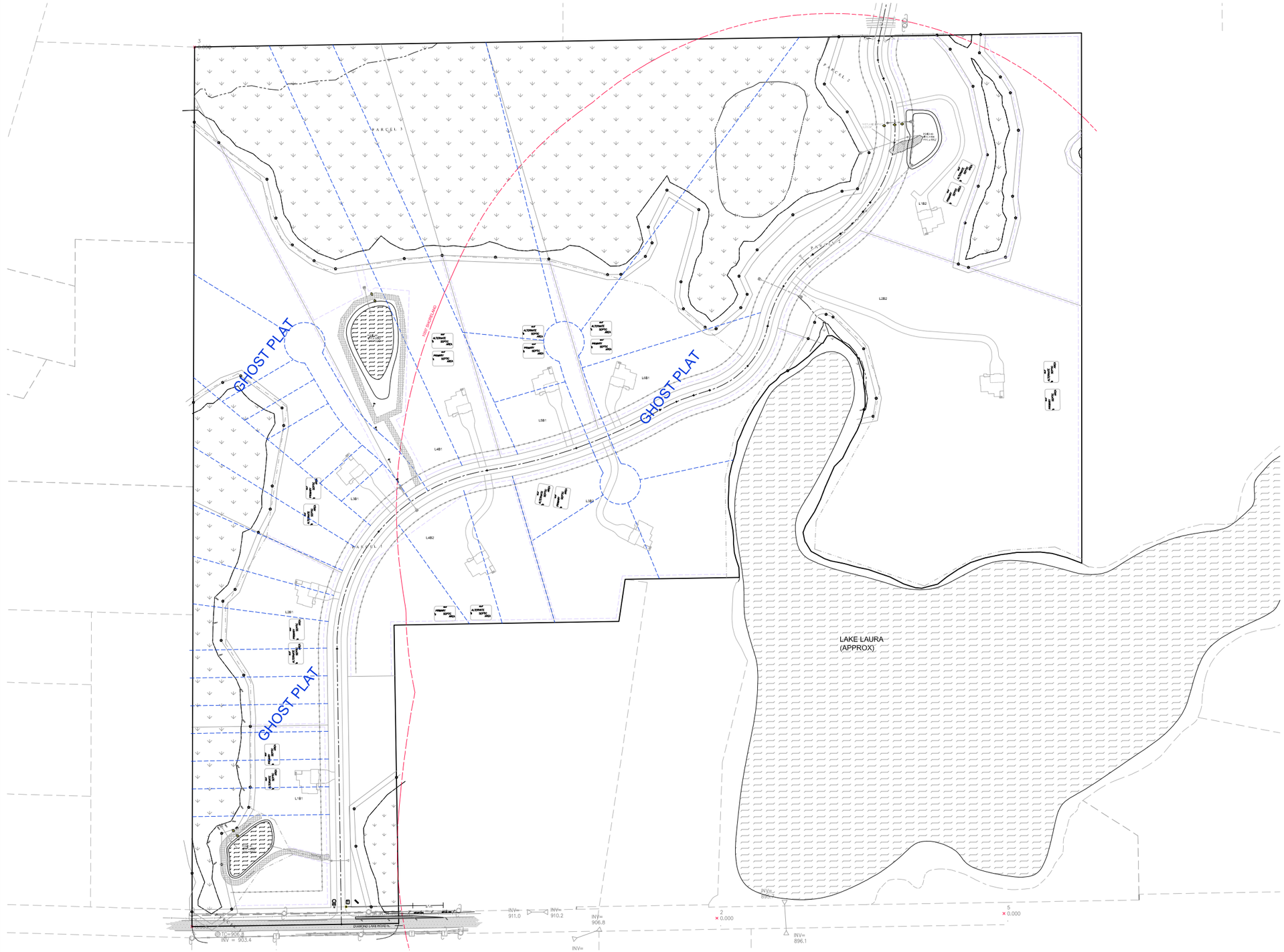
LANDSCAPE BUFFER EXHIBIT

LEGACY WOODS

BK LAND DEVELOPMENT

FILE NO.
100954-004

L



DENOTES GHOST PLAT

DENOTES PRIMARY & ALTERNATE SEPTIC SITE LOCATIONS
*FINAL SEPTIC LOCATION TO BE DETERMINED WITH THE LOT CERTIFICATE

HOUSE & DRIVEWAY SHOWN ON PLANS ARE FOR ILLUSTRATION PURPOSES
*FINAL HOUSE & DRIVEWAY LAYOUT TO BE DETERMINED BY FUTURE HOME BUYER

NORTH

150 75 0 75 150 300
SCALE IN FEET

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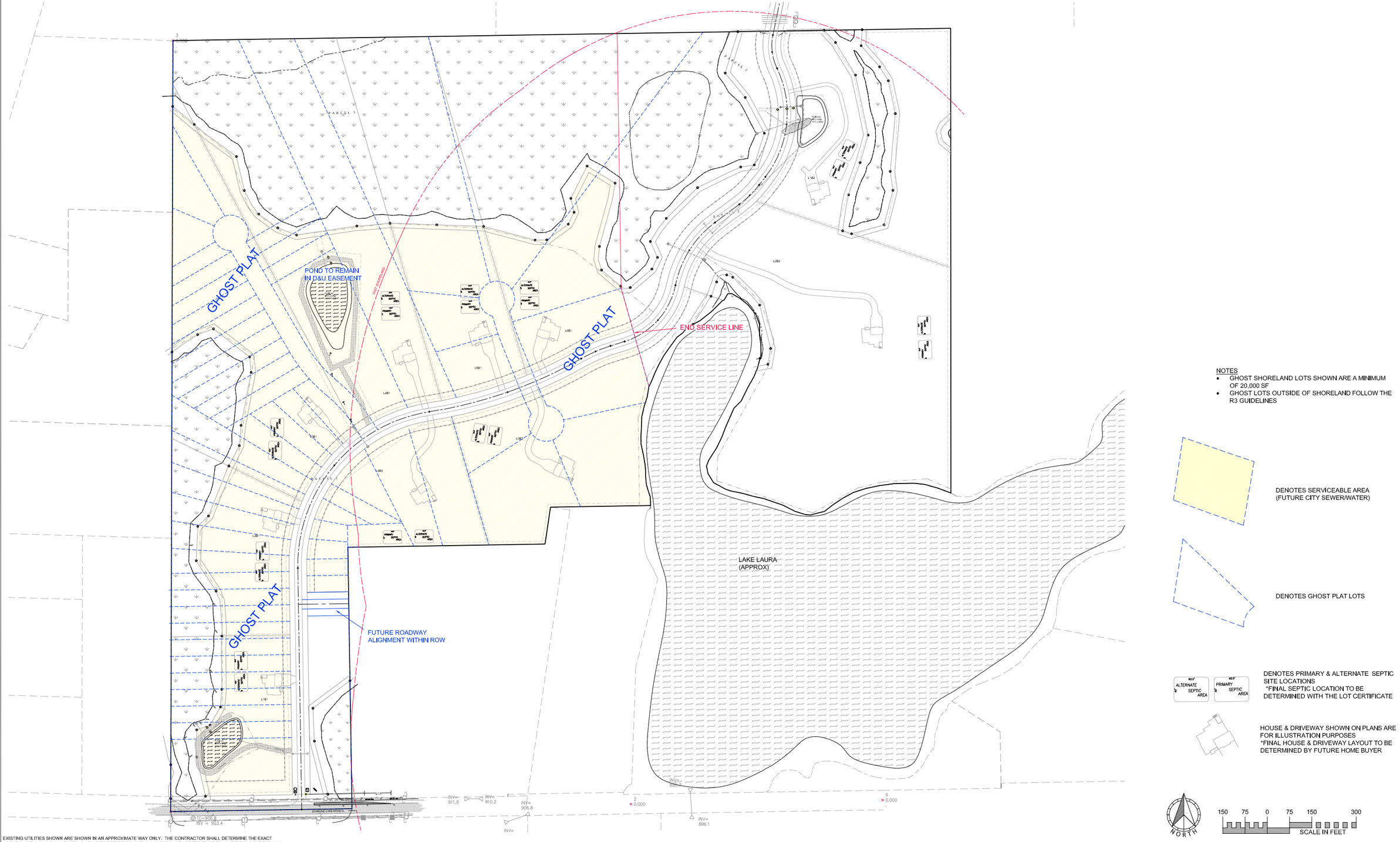
DAYTON, MINNESOTA

GHOST PLAT OVERLAY EXHIBIT
LEGACY WOODS
BK LAND DEVELOPMENT

39

FILE NO.
100954-004

G


GHOST PLAT
POND TO REMAIN
IN D&U EASEMENT
END SERVICE LINE
GHOST PLAT
GHOST PLAT
FUTURE ROADWAY
ALIGNMENT WITHIN ROW
LAKE LAURA
(APPROX)
PARCEL 1
PARCEL 2
PARCEL 3
L481
L482
L581
L582
L681
L682
L781
L782
L881
L882
L981
L982
L1081
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L2282
L2381
L2382

LEGACY WOODS

C.R. DOC. NO._____

KNOW ALL PERSONS BY THESE PRESENTS: That BK Land Develpment, LLC, a Minnesota limited liability company owner of the following described property:

The Northwest Quarter of the Southwest Quarter, Section 7, Township 120, Range 22, Hennepin County, Minnesota, AND That part of Government Lots 3 and 4, Section 7, Township 120, Range 22, lying Westerly of a line drawn from a point on the South line of said Government Lot 4 distant 1131.91 feet East of the Southwest corner of said Government Lot 4 to a point on the North line of said Government Lot 3 distant 882.37 feet West of the northeast corner of said Government Lot 3, except that part of the Northwest Quarter of the Southwest Quarter of Government Lot 3, Section 7, Township 120, Range 22, Hennepin County, Minnesota, described as follows:

Commencing at the Southwest corner of said Northwest Quarter of the Southwest Quarter, thence on an assumed bearing of North along the West line of said Northwest Quarter of the Southwest Quarter a distance of 721.18 feet to point of beginning of the land to be described herein; thence South 88 degrees 25 minutes 12 seconds East to the intersection with a line, hereinafter referred to as Line "A", drawn from a point on the South line of said Government Lot 4 in said Section 7, distant 1131.91 feet East of the Southwest corner of said Government Lot 4 to a point on the North line of said Government Lot 3 distant 882.37 feet West of the Northeast corner of said Government Lot 3; thence Northeasterly along said Line "A" to the North line of said Government Lot 3, thence West along the North lines of said Government Lot 3 and of the Northwest Quarter of the Southwest Quarter a distance of 1510.81 feet, more or less, to the Northwest corner of said Northwest Quarter of the Southwest Quarter; thence South along said West line of the Northwest Quarter of the Southwest Quarter a distance of 579.24 feet, more or less, to the point of beginning, and except; that part of Government Lot 4, Section 7, Township 120, Range 22, Hennepin County, Minnesota, described as follows: beginning at a point on the South line of said Government Lot 4, distant 611.91 feet East of the Southwest corner of said Government Lot 4; thence East along the South line of said Government Lot 4 a distance of 520 feet to a point thereon distant 1131.91 feet East of the Southwest corner of said Government Lot 4; thence Northeasterly along a line which if extended would intersect the North line of Government Lot 3, distant 882.37 feet West of the Northeast corner of said Government Lot 3, in said Section 7, for a distance of 893.79 feet more or less to its intersection with a line drawn parallel with, at a distant 881.87 feet North of the South line of said Government Lot 4; thence Westerly parallel with the South line of said Government Lot 4 a distance of 665.48 feet to its intersection with a line drawn perpendicular to the South line of said Government Lot 4 from the point of beginning thence Southerly along said perpendicular line a distance of 881.87 feet to the point of beginning. Subject to an easement for street purposes over the Southerly 33 feet thereof.

AND

That part of Government Lot 2, Section 7, Township 120, Range 22, Hennepin County, Minnesota, lying West of the following described line: Commencing at the Northwest corner of said Government Lot 2; thence East along the north line of said Government Lot 2 a distance of 231 feet to the point of beginning of the line to be described; thence South parallel with the West line of said Government Lot 2 to the South line of said Government Lot 2 and there terminating. ALSO, all that part of Government Lots 3 and 4 in said Section 7 lying Easterly of a line drawn from a point on the South line of said Government Lot 4 distant 1131.91 feet East of the Southwest corner of said Government Lot 4 to a point on the North line of said Government Lot 3 distance 882.37 West of the Northeast corner of said Government Lot 3, excepting therefrom that part of said Government Lot 4 lying Southerly of a line drawn Easterly parallel with the South Line of said Government Lot 4 from a point on the Westerly line of the above described tract distant 1020 feet Northerly measured along said Westerly line from the South line of said Government Lot 4.

AND

That part of the Northwest Quarter of the Southwest Quarter and of Government Lot 3, Section 7. Township 120, Range 22, Hennepin County, Minnesota, as follows:
Commencing at the Southwest corner of said Northwest Quarter of the Southwest Quarter; thence on assumed bearing of North along the West line of said Northwest Quarter of the Southwest Quarter a distance of 721.18 feet to the point of beginning of the land to be described herein; thence South 88 degrees 25 minutes 12 seconds East to the intersection with a line, herein referred to as Line "A", drawn from a point on the South line of Government Lot 4 in said Section 7, distant 1131.91 feet East of the Southwest corner of said Government Lot 4 to a point on North line of said Government Lot 3 distant 882.37 feet West of the Northeast corner of said Government Lot 3; thence Northeasterly along said Line "A" to the North line of said Government Lot 3; thence West along the North lines of said Government Lot 3 and of the Northwest Quarter of the Southwest Quarter distance of 1510.81 feet, more or less, to the Northwest corner of said Northwest Quarter of the Southwest Quarter, thence South along said West line of the Northwest Quarter of the Southwest Quarter a distance of 579.24 feet, more or less, to the point of beginning.

Has caused the same to be surveyed and platted as LEGACY WOODS and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat.

In witness whereof said BK Land Develpment, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer
this _____ day of _____, 20____.

Signed: BK Land Develpment, LLC

_____
Zachary A. Brown, President

STATE OF MINNESOTA, COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20____, by
Zachary A. Brown, President BK Land Develpment, LLC, a Minnesota limited liability company, on behalf of the company.

_____ _____ My Commission Expires:_____
Notary Public,_____, Minnesota (Signature) (Notary Printed Name)

SURVEYORS CERTIFICATE

I Colyn M. Tvete do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____.

_____
Colyn M. Tvete, Licensed Land Surveyor
Minnesota License No. 62269

STATE OF MINNESOTA, COUNTY OF HENNEPIN

This instrument was acknowledged before me this _____ day of _____, 20____, by Colyn M. Tvete.

_____ _____ My Commission Expires:_____
Notary Public, Hennepin County, Minnesota (Signature) (Notary Printed Name)

SATHRE-BERGQUIST, INC.

CITY COUNCIL, CITY OF DAYTON, MINNESOTA

This plat of TERRITORIAL GROVE was approved and accepted by the City Council of the City of Dayton, Minnesota at a regular meeting thereof held this _____ day of _____, 20____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

City Council, City of Dayton, Minnesota

By:_____, Mayor By:_____, Clerk

COUNTY AUDITOR
Hennepin County, Minnesota

I hereby certify that taxes payable in _____and prior years have been paid for land described on this plat, dated this _____ day of_____, 20____.

Daniel Rogan, County Auditor By: _____, Deputy

SURVEY DIVISION
Hennepin County, Minnesota

Pursuant to Minnesota Statutes Section 383B.565 (1969), this plat has been approved this _____ day of _____, 20____.

Chris F. Mavis, County Surveyor By: _____

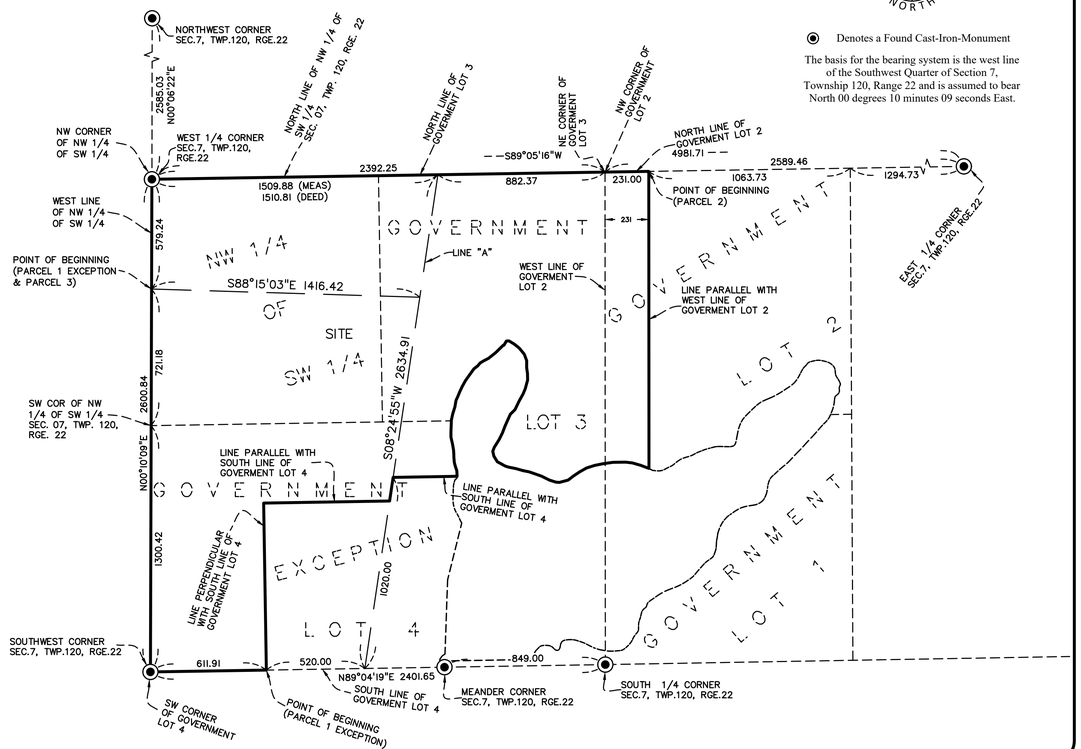
COUNTY RECORDER
Hennepin County, Minnesota

I hereby certify that the within plat of LEGACY WOODS was recorded in this office this _____ day of _____, 20____, at _____o'clock ____M.

Amber Bougie, County Recorder By:_____, Deputy

SECTION BREAKDOWN

SECTION 7, TOWNSHIP 120N, RANGE 22W,
NO SCALE



LEGACY WOODS

C.R. DOC. NO._____

UNPLATTED

THICKET HILL

NW CORNER OF NW 1/4 OF SW 1/4

WEST 1/4 CORNER SEC.7, TWP.120, RGE.22

NORTH LINE OF NW 1/4 OF SW1/4 SEC.07. TWP.122, RGE.22

1509.88 (MEAS) 1510.81 (DEED)

N89°05'16"E 2623.25

NORTH LINE OF GOVERNMENT LOT 3

882.37

FOUND IRON PIPE 6743

NE CORNER OF GOVERNMENT LOT 3

NW CORNER OF GOVERMENT LOT 2

231.00

NORTH LINE OF GOVERMENT LOT 2

FOUND 1/2 INCH OPEN PIPE

POINT OF BEGINNING (PARCEL 2)

WEST LINE OF GOVERNMENT LOT 2

LINE PARALLEL WITH WEST LINE OF GOVERNMENT LOT 2

WEST LINE OF NW 1/4 OF SW 1/4

POINT OF BEGINNING (PARCEL 1 EXCEPTION & PARCEL 3)

EDGE OF WET LAND

WET LAND

DRAINAGE & UTILITY EASEMENT

SURVEY LINE

LINE "A"

GOVERNMENT LOT 6

GOVERNMENT LOT 1

GOVERNMENT LOT 2

GOVERNMENT LOT 3

GOVERNMENT LOT 4

GOVERNMENT LOT 5

THICKET LANE

S88°15'03"E 1416.42

S87°04'54"E 317.51

S75°44'58"E 311.52

S16°11'49"E 1273.73

S16°11'49"E 1189.88

S08°24'55"W 2634.91

N00°10'09"E 2600.84

N64°11'51"W 547.86

S27°46'39"E 1329.48

S70°59'24"W 561.

S00°02'15"E 1568.16

S71°13'06"E 693.00

N70°59'24"W 561.

LAKE LAURA

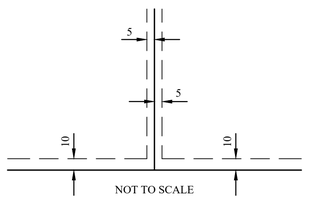
EDGE OF ICE LOCATED 12/28/2024. ELEVATION = 898.1 FEET (NAVD 88)

SW COR OF NW 1/4 OF SW 1.4 SEC. 07, TWP. 120, RGE. 22

MATCH LINE - SEE SHEET 3 OF 3 SHEETS

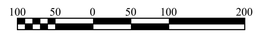
BROCKTON ESTATES

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



Being 5 feet in width and adjoining side lot lines and being 10 feet in width and adjoining public ways, unless otherwise indicated on this plat.





The basis for the bearing system is the west line of the Southwest Quarter of Section 7, Township 120, Range 22 and is assumed to bear North 00 degrees 10 minutes 09 seconds East.

- ○ Denotes a 1/2 inch by 14 inch iron pipe monument set and marked by License No. 62269.
- ● Denotes a 1/2 inch pipe monument found and marked by License No. 62269, unless shown otherwise.
- ◉ Denotes a Found Cast-Iron-Monument

SATHRE-BERGQUIST, INC.

ENGINEERS SURVEYORS DESIGNERS PLANNERS

LEGCAY WOODS

C.R. DOC. NO._____

NORTH

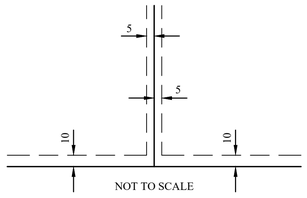
200 50 0 50 100 200

SCALE IN FEET

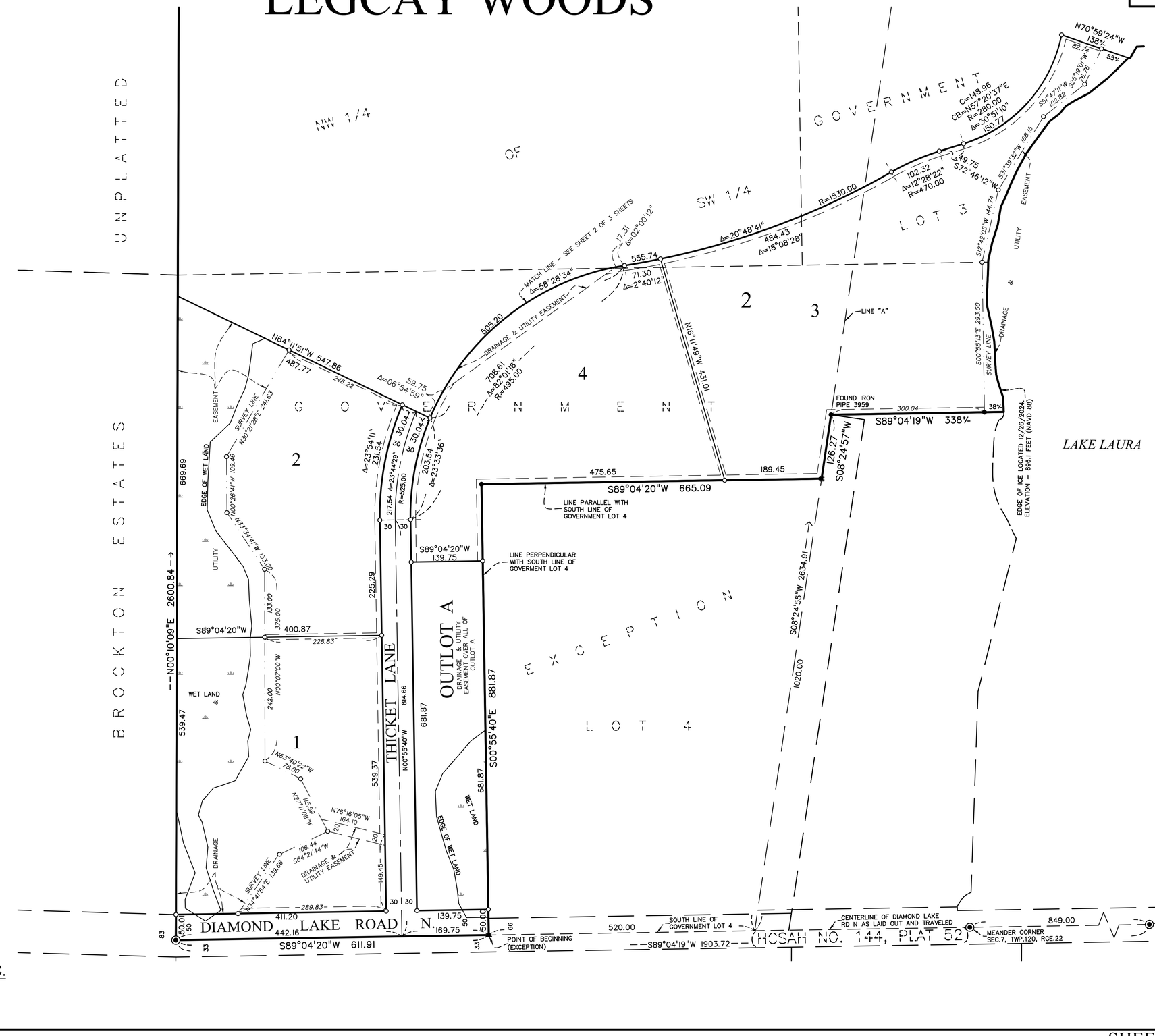
The basis for the bearing system is the west line of the Southwest Quarter of Section 7, Township 120, Range 22 and is assumed to bear North 00 degrees 10 minutes 09 seconds East.

- ○ Denotes a 1/2 inch by 14 inch iron pipe monument set and marked by License No. 62269.
- ● Denotes a 1/2 inch pipe monument found and marked by License No. 6743, unless shown otherwise.
- ▲ Denotes a PK-Nail and disc found and marked by License No. 62269.
- ◉ Denotes a Found Cast-Iron-Monument
- ✱ Detnotes a Found 1/2" iron rebar monument found

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



Being 5 feet in width and adjoining side lot lines and being 10 feet in width and adjoining public ways, unless otherwise indicated on this plat.



SATHRE-BERGQUIST, INC.

Stantec

Memo

To:	Jon Sevald	From:	Jason Quisberg, Engineering Nick Findley, Engineering Ben Otto, Engineering
Project:	Legacy Woods	Date:	7/24/2025

Exhibits:

This Memorandum is based on a review of the following documents:

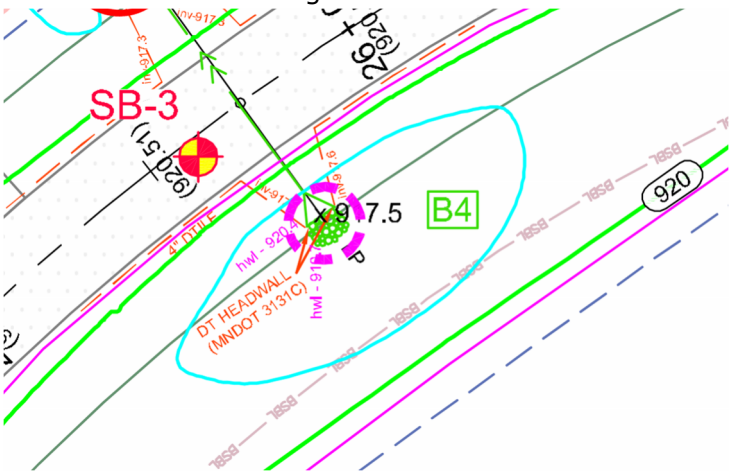
1. Legacy Woods Plans by Sathre-Bergquist, Inc., dated 6/30/2025, 24 sheets
2. Legacy Woods Development Stormwater Management Plan by AE2S, dated 7/9/2025, 793 sheets
3. Diamond Lake Road Wetland Delineation Report by Kjolhaug Environmental Services Company, Inc.

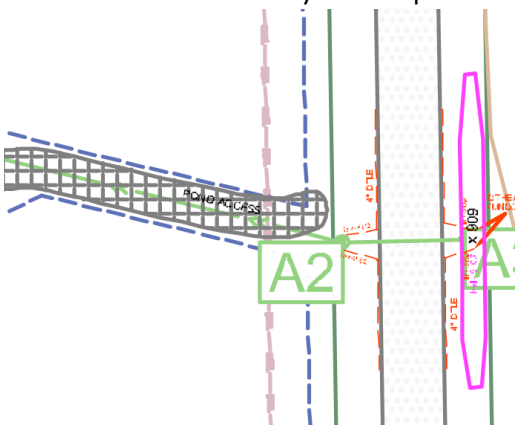
Comments:

General

1. Consistent with the review process, a comment response letter shall be provided in response to the following comments provided in this Memorandum in which the applicant provides a written response to each item.
2. In addition to engineering related comments per these plans, the proposed plans are subject to addition planning, zoning, land-use, and other applicable codes of the City of Dayton.
3. Final approval by the Elm Creek Watershed Management Commission must be attained before any site grading or activity may commence.
4. For any site activity (demo, grading, utilities, etc.) no closures or restrictions of any kind shall be imposed upon the public use of Thicket Lane without the City's permission or North Diamond Lake Road without permission of the City and Hennepin County. Should any lane restrictions be necessary, the Contractor shall notify the City at least 48 hours in advance and provide a Traffic Control Plan.
5. All work to be completed withing the ROW of North Diamond Lake Road is to be properly coordinated, permitted, and approved with Hennepin County.
6. It appears that lot splits and/or future clusters of homes could be accommodated.
7. Proposal protects a reasonable utility corridor alignment to service the area in the future.
8. The proposed layout does not appear to prohibit future utility extension to service adjacent areas in the future.
9. Current revisions are only updated on the cover sheet and have not been updated throughout the plansheets.

Plat

10. Overhead utilities cross the proposed roadway, show any existing easements located throughout the site.
11. There are multiple instances of easement linework ending abruptly, extending through intersections with easement lines, and other discrepancies. Revise to ensure easements are shown clearly.
    - The drainage and utility easement surrounding Pond #1 is not consistent throughout the plans and plat document.
12. Storm sewer run O7-O8 is not included within easement. Ensure the storm sewer run and ditched drainage to the lake are within easement.
    - The drainage and utility easement is not consistent between the plans and plat for the culvert crossing between the Laura Lake and the wetland.
13. The highwater of all ponded areas including culvert crossings must be encompassed by a D and U easement. This includes ponds, swales, and culvert crossings.
    - Additionally, remove the lower 910.7 HWL or explain purpose of conflicting number. The conflicting HWL is still shown.
    - 

14. There are locations where the pond access is shown extending outside of the provided easement. Ensure the entirety of the pond access is included within easement.
    - 

Erosion Control/SWPPP

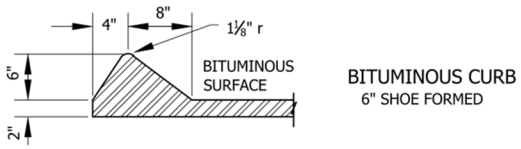
15. Disturbances are greater than 1 acre which triggers the requirement for a NPDES permit and SWPPP.
    - It is understood that the NPDES permit will be acquired during construction. A SWPPP is to be provided for review.
16. Ensure all run off in disturbed areas is captured and treated by perimeter control.
    - Disturbed area is not captured for L3B2.
17. Pond #2 outlet channel is shown using ditch checks between the flared end and wetland. Remove the ditchchecks and provide TRM consistent with what is shown in detail STO-10.

Transportation

18. Soil borings and recommendations from a geotechnical engineer will be required as a part of a final plat submittal. Due to poor soils encountered during rehab work along Thicket Lane, a minimum of 18" of class 5 aggregate will be required with the current bituminous configuration.
    - The applicant provided the city standard street section without the curb and gutter. With the addition of a drainage layer the modified draintile distances allowed earlier for the aggregate only section is to be revised to be the full 250 ft shown in detail STO-13A.

Site Plans

19. Ensure street sign is on a separate post from stop sign and on the opposite side of the street from stop sign per standard details.
20. Revise the bituminous curb so that the flow line of the curb is aligned with the existing edge of bituminous. The bituminous curb is to be installed via bituminous shoe meeting the detail shown below.



BITUMINOUS CURB
6" SHOE FORMED

NOTES:

1. ONCE CURB AND GUTTER ARE INSTALLED, ENSURE EROSION CONTROL MEASURES ARE PROPERLY ESTABLISHED.
2. USE SUITABLE MATERIAL TO BACKFILL AREA BEHIND CURB.

    -
21. The minimum low floor and low opening elevations shall be shown on plans for each lot.
    - It is understood the final elevations will be provided with the lot certificates. The minimum low floor/low opening elevation are to be provided based on adjacent features (ponds, wetland, lakes, etc.) for reference during the building permit process. To reiterate this would not be the deign elevation for the proposed home, it is the minimum allowable elevation based on the adjacent features and separation requirements.
22. Due to the possibility of the lot impervious changing a label or table indicating the maximum allowable impervious including outbuildings, driveways, and house pads shall

be included on plans and SWMP. Future building permits will be restricted to this maximum and additional impervious may need to be re-permitted through the watershed.

- This has been included in the SWMP but not the plans.

Grading /Stormwater

23. Drainage swales are to be a minimum of 2% and the maximum allowable slope in maintained areas is 4:1.
    - 1.5:1 slopes are shown near flare C6.
    - 

24. Culverts for proposed driveways are not included in the provided plans. Driveway culverts will be reviewed with the building permits and must comply with City of Dayton standard details. The culverts shall be sized as a part of the stormwater efforts of this plat. Provide with next submittal.
25. Pond 1P Laura Lake shows existing conditions outlet as 2 weirs, one at 896.5 and one at 897.5. Provided survey information within the channel outlet of Laura Lake shows a controlling elevation of 895.4, but survey should extend farther up the channel to confirm that is controlling. Please obtain additional survey of channel all the way to Laura Lake to properly identify controlling model cross section. Verify if a custom weir may not be a better representation of the lake control. Additionally provide survey information for channel between lake outlet to the proposed crossing such as a profile on a figure or existing conditions plansheet.
26. Confirm with MNDNR that Public Water's Permit is not required because it appears Laura Lake outlet is being modified which may impact water levels in the lake. Roadway is essentially acting as a dam with an outlet structure.
27. Provide updated topographic data that utilizes survey points in all areas to be graded. Lidar data will not be allowed in grading areas.

- The existing contours appear to be identical from previous submittal throughout the site. Provide a revised ALTA showing the areas in which the surface was acquired via survey shots and where LIDAR was used.

28. Provide information on if any impervious surfaces from L1B1 to L3B1 will be routed into the BMP's.
29. Ensure storm sewer pipe match crowns when meeting at structures where feasible. Match crowns at CBMH C3.

Other Comments

30. Specific building and lot grading information is not provided as a part of this submittal. The proposed sites shall meet all of the requirements set forth in the building permit process and will be reviewed at that time.

End of Comments

HENNEPIN COUNTY
MINNESOTA

February 27, 2025

Jon Sevald
Community Development Director
12260 South Diamond Lake Road
Dayton, MN 55327

Re: Preliminary Plat Review – Schany development (Received 1/30/2025)
County State Aid Highway (CSAH) 144 (North Diamond Lake Road)
Hennepin County Plat Review ID #4108 (Reviewed 2/4/2025)

Mr. Sevald:

Please consider the following county staff comments for the preliminary plat of the Schany property (PID 0712022320005).

Access: We support the current proposed access to County State Aid Highway (CSAH) 144. However, our preference is to align future access for this property with Xanthus Lane, which may be possible with future development east of this property. We recommend the plat include street easements along a future alignment through Schany development to set expectation for this future connection. Please continue to work with county design staff regarding CSAH 144 westbound shoulder widening and strengthening east of the development access.

Right-of-way: County staff request right-of-way dedication adjacent to CSAH 144 to create a 50-foot half right-of-way to accommodate potential future multi-modal, drainage, and utility needs.

Storm Water / Drainage: The existing drainage patterns shall not be altered unless approved by Hennepin County. Watershed District approval and drainage calculations are required if the work alters existing drainage patterns. Post-construction flow rates entering Hennepin County's drainage system, overland or through pipes, shall not exceed pre-construction rates for the two, 10 and 100-year events.

Permits: Please inform the developer that all construction within county right of way requires an approved Hennepin County permit prior to beginning construction. This includes, but is not limited to, driveway and street access, drainage and utility construction, trail development, and landscaping. *Contact: Doug Heidemann, Permits Coordinator at 612-596-0336 or douglas.heidemann@hennepin.us*

Please contact Chad Ellos at chad.ellos@hennepin.us or 612-596-0395 for any further discussion.

Sincerely,

Carla Stueve, PE
County Highway Engineer

Hennepin County Transportation Project Delivery
Public Works Facility, 1600 Prairie Drive, Medina, MN 55340

ITEM:
Consideration of Preliminary Plat, Rezoning to A-3, and Variance Requests to Exceed Maximum Density in the A-3 District, and Allow a Single-Family Home on a Parcel with no Road Frontage for Reserve at Vineyard Meadow.

APPLICANT:
Chad Christian

PREPARED BY:
Hayden Stensgard, Senior Planner

ACTION TO BE CONSIDERED:
1. Motion to approve the Variance request to Exceed A-3 District Standards of 2 lots per 20 gross acres.
2. Motion to approve the Variance request to allow for a subdivided residential lot without the required street frontage.
3. Motion to approve the Rezoning request of the Plat Boundary to A-3, Agricultural District.
4. Motion to approve the Preliminary Plat of the Reserve at Vineyard Meadows.

BACKGROUND/OVERVIEW:
Chad Christian of Christian Builders, on behalf of property owner Jack Bernens, has submitted a Preliminary Plat, Rezoning, and Variance Request for review on a 12-lot unsewered single-family residential development near the corner of Brockton Lane North and Dayton River Road. The total property consists of roughly 117.5 acres and includes one existing single-family home to remain as part of the development. The applicants have also included an area in their calculation that was previously dedicated to Hennepin County Right-of-Way surrounding the properties. This development area also includes land that would eventually be proposed to be an Event Center with access off of Lawndale Lane North. The residential development does not conflict with the area for the Event Center. As part of the Preliminary Plat process, these parcels also require Rezoning from A-1 to A-3. To maintain consistency with the Event Center ordinance, the applicants are proposing Lot 1, Block 4, to be 35 acres in size. Though this property will be platted as a buildable lot, no single-family homes will be permitted to be built on that property, excluding it from the calculations for single-family homes related to the A-3 District's two units per 20-acre average.

The applicants have also applied for two Variances to the zoning ordinance, requesting that the plat be granted 12 homes within the development area, as one of them is already existing on site. The applicant is also seeking to parcel off a 4-acre parcel for the existing home, which would not have frontage to a public street if platted as proposed. A review of these requests are also detailed below.

ANALYSIS:
The plan is proposed to be developed under the newly established A-3, Agricultural District Standards.

	A-3 Requirement	Proposed
Minimum Lot Size	1.5 Net Acres	1.5 Net Acres
Minimum Lot Frontage	120 feet	129 – feet (Lot 2, Block 2)

Minimum Lot Width at Setback	140 feet	143 feet (Lot 3, Block 2)
Minimum Lot Depth	200 feet	260 feet (Lot 7, Block 2)
Minimum Impervious Surface Coverage*	25%	9.7%, Including Event Center Lot Proposed Conditions

* Developed land includes ROW, stormwater ponding and a half-acre building area (assumed).

Minimum lot size. The Preliminary Plat was revised after the March 5th Planning Commission meeting, adjusting lots to comply with the 1.5 net acre requirement.

A-3 District development shall also incorporate the following guidelines into the proposal. These guidelines offer the ability to show that future subdivision of the development boundary is possible when municipal utilities are available.

a. Land eligible to be zoned to A-3 Agricultural shall include land guided "Unsewered Rural Residential-Interim" in the comprehensive Plan.

   Land eligible for rezoning to A-3, are those properties greater than 20 acres for subdivision and are designated in the Staging Plan as "2040 and Post 2050". These properties are all Post 2050 properties.

b. Preliminary Plat submittals shall include a ghost plat indicating how the subdivision could be re-developed when municipal sewer/water becomes available with a minimum residential density of two units per net acre. The ghost plat shall take into consideration the most recently City Council adopted Sewer Plan.

   A ghost plat has been provided for the portion that will be subdivided for residential properties immediately, showing a total of 25 lots on the net 17.6 acres on the site. While the density provided for this specific area on the ghost plat is 1.42 units per acre, there is a substantial amount of area remaining to get this overall plat to 2 units per acre. Staff is not concerned with the ghost plat provided.

c. Allow a maximum of 25% of the developable land in a project to be developed. "Developed land" includes right-of-way, stormwater pond (BMP), and house pad (up to ½ acre).

   As mentioned previously, the total developed acreage, as defined above, with this proposal is 9.7% of the total property area.

d. Preserve a minimum of 75% of undeveloped net acres for future sewered development through a temporary development agreement, deed restriction, easement, or similar. The intent of the restriction is to prevent land from being developed prior to connections to municipal sanitary sewer, and shall expire upon the connection to municipal sanitary sewer. This restriction does not prohibit agricultural buildings from being built on agricultural land (e.g. class 2 property tax classification).

With the outlots not being permitted to be built on, as well as the proposed conditions for development at 9.7%, 75% of the developable land will be preserved for future low-density residential development.

e. Preliminary Plats shall identify a house pad, primary and secondary septic drainfields (with a soil boring log at each drainfield), and well location. Small Community Wastewater Treatment Systems are prohibited.

This has been provided.

f. Upon the availability of municipal sewer and water, the City shall permit parcels within the A-3 district to be re-zoned to a zoning district with a higher residential density consistent with Metropolitan Council policy.

With the submittal of a ghost plat that incorporates the proposed sewer line as shown in Figure 9.2 in Chapter 9: Wastewater, of the 2040 Comprehensive Plan, the proposed development has the ability to address one or more of the above-noted guidelines, meeting this requirement for A-3 Development.

The Preliminary Plat also shows a .71 acre outlot at the northwest corner of the development boundary. The anticipation is that this outlot would serve a future water treatment building, and in discussions with Public Work, the proposed outlot provides sufficient space for that facility to be built in the future.

CRITICAL ISSUES:

1. Total Site Acreage and Lots Proposed (**Variance #1**) – The applicant is proposing 12 lots (11 new and 1 existing) as part of this plan. The total site acreage, even including previously dedicated easement area to accommodate expansion of both county roads, is still shy of 120 acres, at 119.5. In order to be consistent with the A-3 zoning district requirements of averaging no more than two lots per 20 acres.

2. Existing Single-Family Home (**Variance #2**) - The applicant's son currently lives on the southeastern 68.5-acre parcel, and wishes to subdivide the lot off into a new 4-acre parcel as part of this plat. The residence currently receives access to Dayton River Road through the north parcel by way of an easement. The current layout of the plan would subdivide this property into a 4-acre landlocked parcel. Being that this development would need to go through the platting process, creation of a landlocked parcel as part of a new preliminary plat is inconsistent with the City's subdivision ordinance.[1]

   All requests for a variance shall be subject to a determination that the variance request complies with the requirements of Minn. Stat. § 462.357 and any amendments thereto, which include, but are not limited to (*the italicized text next to each part of the variance requirements are the recommended findings for the variance test)*:

   (1) A variance shall only be permitted when it is in harmony with the general purpose and intent of City Code and consistent with the Comprehensive Plan.

[1] 1002.07 Design Standards for Preliminary Plats, Subd. 4 Lots (4) "Every lot must have frontage on a public street".

FINDING: *The requests do not appear to conflict with any portion of the 2040 Comprehensive Plan. The area is slated for Low-Density Residential, and is currently in the Post 2050 staging area.*

(2) A variance may only be permitted when the applicant establishes that there are practical difficulties in complying with the zoning ordinance, meaning:

a. The property owner proposes to use the lot or parcel in a reasonable manner not permitted by the zoning code.

FINDING: *The proposed Variance request is a reasonable request that conflicts with the zoning ordinance.*

b. The plight of the property owner must be due to non-economic circumstances that are unique to the lot or parcel and not created by the property owner.

FINDING: *The plight of the property is due to the construction of this home prior to the A-3 Zoning District becoming an opportunity on this parcel, and understanding potential alternatives to this requirement before the plat was proposed. Staff can see, given the ownership of the parent parcel, the City can establish protections related to this Variance to have it resolved upon future subdivision of the surrounding outlot. These protections would be included in an agreement between the two parcels regarding requiring direct access be provided to the four-acre landlocked parcel.*

c. The variance must not alter the essential character of the locality.

FINDING: *The proposed variances will not alter the essential character of the locality.*

Based on the above information, and the mechanisms that the City has given the current ownership situations of these parcels in question, Staff could see findings of fact be adopted as part of a resolution for approval.

3. Parks & Trails - The proposed plan does not include any land dedicated for a park, nor are there any trails shown on the plan. While trails in this area are not shown as part of the Trails Plan within the 2040 Comprehensive Plan, the Comprehensive Plan does, however, call for a roadside trail along Brockton Lane North and Dayton River Road. The City will require a 20' trail easement on all properties directly adjacent to these roadways. Through the review, it was determined that construction of the trail at this time is unnecessary, because there are no adjacent trails for them to connect to. While the trail easement established will be 20 feet in width, the required property setbacks will prohibit anything going in this area that is defined as "developed", thus not subtracting the easement area in the total calculations.

4. This area is shown to have a community park. The designation for a community park also includes the 94-acre parcel to the south of this area, meaning there still remains enough land within the overall area to accommodate a community park in the future. The applicant is expected to pay full Park and Trail Dedication Fees, which are calculated on a per lot basis.

5. Streets - Street lighting is not something that would be required for an A-3 development project. With that being said staff is proposing at least one light be installed at the intersection of the new road (Likely to be Maria Avenue) and Brockton Lane North. Sidewalks are also not a requirement within the A-3, and the recently approved Legacy Woods project did not propose internal sidewalks.

   Hennepin County is requiring additional ROW on CSAH 12 and CSAH 13, and is requesting (not requiring) left turn lanes on both roads.

6. Wetlands – The plans do not currently show a wetland buffer through the extent of the plat. The civil plans will need to be revised to show this area at an average width of 25 feet, with a minimum 10' buffer.

60/120-DAY RULE (IF APPLICABLE):

	60-Days	120-Days
Variance (2), Rezoning, Preliminary Plat	4/12/2026	6/12/2026

RELATIONSHIP TO COUNCIL GOALS:

- Planning Ahead to Manage Thoughtful Development
- Preserving our Rural Character
- Create a Sought-After Community

PLANNING COMMISSION MEETING AND RECOMMENDATION:

The Planning Commission held a Public Hearing at its March 5, 2026 meeting, recommending Approval, 4-1 of both Variances, Rezoning, and Preliminary Plat.

The Planning Commission first considered the Variance Requests. After discussion of the requested Variance for the additional single-family lot, the Planning Commission recommended approval, based on the following findings of fact (also laid out within the attached Resolution for Approval).

> All requests for a variance shall be subject to a determination that the variance request complies with the requirements of Minn. Stat. § 462.357 and any amendments thereto, which include, but are not limited to (*the italicized text next to each part of the variance requirements are the recommended findings for the variance test)*:
>
> (1) A variance shall only be permitted when it is in harmony with the general purpose and intent of City Code and consistent with the Comprehensive Plan.
>
> ***FINDING:*** *The requests do not appear to conflict with any portion of the 2040 Comprehensive Plan. The area is slated for Low-Density Residential, and is currently in the Post 2050 staging area.*
>
> (2) A variance may only be permitted when the applicant establishes that there are practical difficulties in complying with the zoning ordinance, meaning:
>
> a. The property owner proposes to use the lot or parcel in a reasonable manner not permitted by the zoning code.

FINDING: *The proposed Variance request is a reasonable request that conflicts with the zoning ordinance.*

b. The plight of the property owner must be due to non-economic circumstances that are unique to the lot or parcel and not created by the property owner.

FINDING: *The plight of the property is due to an accommodation considered by the applicant through a concept plan review of the Reserve at Vineyard Meadow, where the City and concerned residents were interested in not having Maria Avenue extended from where it ends at the north end of the property as conceptually proposed. The alternative included a single connection to Shadyview Lane North, which required a substantial amount of additional Right-of-Way being dedicated as part of the redesign.*

c. The variance must not alter the essential character of the locality.

FINDING: *The proposed variances will not alter the essential character of the locality.*

The Planning Commission then reviewed and considered the second Variance, allowing for a lot to be created with no street frontage. The Planning Commission recommended Approval of the second Variance as well, with the below findings of fact:

All requests for a variance shall be subject to a determination that the variance request complies with the requirements of Minn. Stat. § 462.357 and any amendments thereto, which include, but are not limited to (*the italicized text next to each part of the variance requirements are the recommended findings for the variance test)*:

(1) A variance shall only be permitted when it is in harmony with the general purpose and intent of City Code and consistent with the Comprehensive Plan.

FINDING: *The requests do not appear to conflict with any portion of the 2040 Comprehensive Plan. The area is slated for Low-Density Residential, and is currently in the Post 2050 staging area.*

(2) A variance may only be permitted when the applicant establishes that there are practical difficulties in complying with the zoning ordinance, meaning:

d. The property owner proposes to use the lot or parcel in a reasonable manner not permitted by the zoning code.

FINDING: *The proposed Variance request is a reasonable request that conflicts with the zoning ordinance.*

e. The plight of the property owner must be due to non-economic circumstances that are unique to the lot or parcel and not created by the property owner.

FINDING: *The plight of the property is due to the construction of this home prior to the A-3 Zoning District becoming an opportunity on this parcel, and*

understanding potential alternatives to this requirement before the plat was proposed. Given the ownership of the parent parcel, the City can establish protections related to this Variance to have it resolved upon future subdivision of the surrounding outlot. These protections would be included in an agreement between the two parcels regarding requiring direct access be provided to the four-acre landlocked parcel.

f. The variance must not alter the essential character of the locality.

FINDING: *The proposed variances will not alter the essential character of the locality.*

The Planning Commission included as part of their recommendation for approval to require the cross access agreement for this parcel to include language requiring this lot to be provided with the required street frontage at the time of the adjacent outlot being developed (municipal sewer and water must be available). This will also be included as a condition of approval for the plat and variance as well.

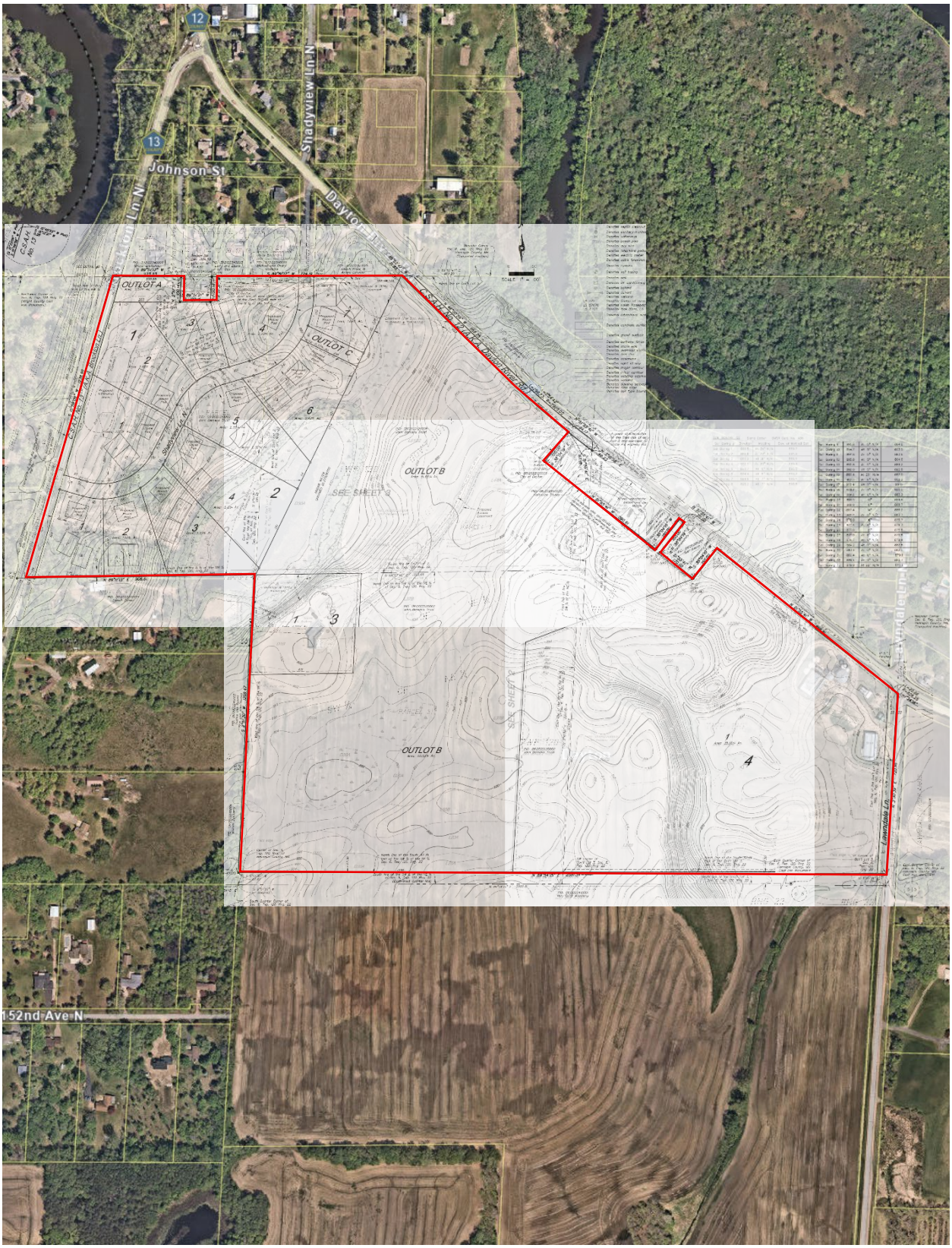
All in all, the Planning Commission recommended approval of the proposed preliminary plat, rezoning, and two Variance requests, by a vote of 4-1, subject to the following conditions:

1. No single-family home will be permitted on Lot 1, Block 4, Reserve at Vineyard Meadow, until it is further subdivided and municipal sewer and water are available.
2. The preliminary plat shall be revised to include a trail easement of 20 feet along both Brockton Lane North and Dayton River Road. If Hennepin County requires additional right-of-way on these streets that is sufficient to accommodate a roadside trail, the trail easements will not be necessary. Trail segments are not being requested to be installed at this time.
3. The civil plans will need to be revised to show this area at an average width of 25 feet, with a minimum 10' buffer. Wetland buffer signs will be required to be installed by the developer accordingly.
4. All plans sets shall be revised to meet the standards of the A-3 Zoning District requirements regarding lot width and net acreage of buildable lots (exception of Lot 2, Block 2 regarding Lot Width at ROW, (129'), whereas it meets the intent of the City Code (141' Lot Width at building setback, whereas 140' is the minimum required), and the City Council finds the City Code is in error.
5. The landscape buffer shall be revised to include 12 additional trees to meet the required count.
6. Streetlight shall be installed at the Shadyview Lane North and Brockton Lane North intersection.
7. Any change to the layout and design, or the street connection of Brockton Lane North and Shadyview Lane North will require rereview of the plat.
8. Adherence to the requirements provided by Hennepin County Comment Letter.
9. Adherence to the requirements provided in the Engineering Comment Letter, February 26, 2026, and subsequent letters from the City Engineer as applicable.
10. Preserve a minimum of 75% of undeveloped net acres for future sewered development through a temporary development agreement, deed restriction, easement, or similar.
11. An easement agreement shall be established at the time of plat recording that will require any subsequent development of the adjacent outlots to provide this parcel with code-compliant street frontage. Such agreement shall be reviewed by the City Attorney prior to execution and recording.

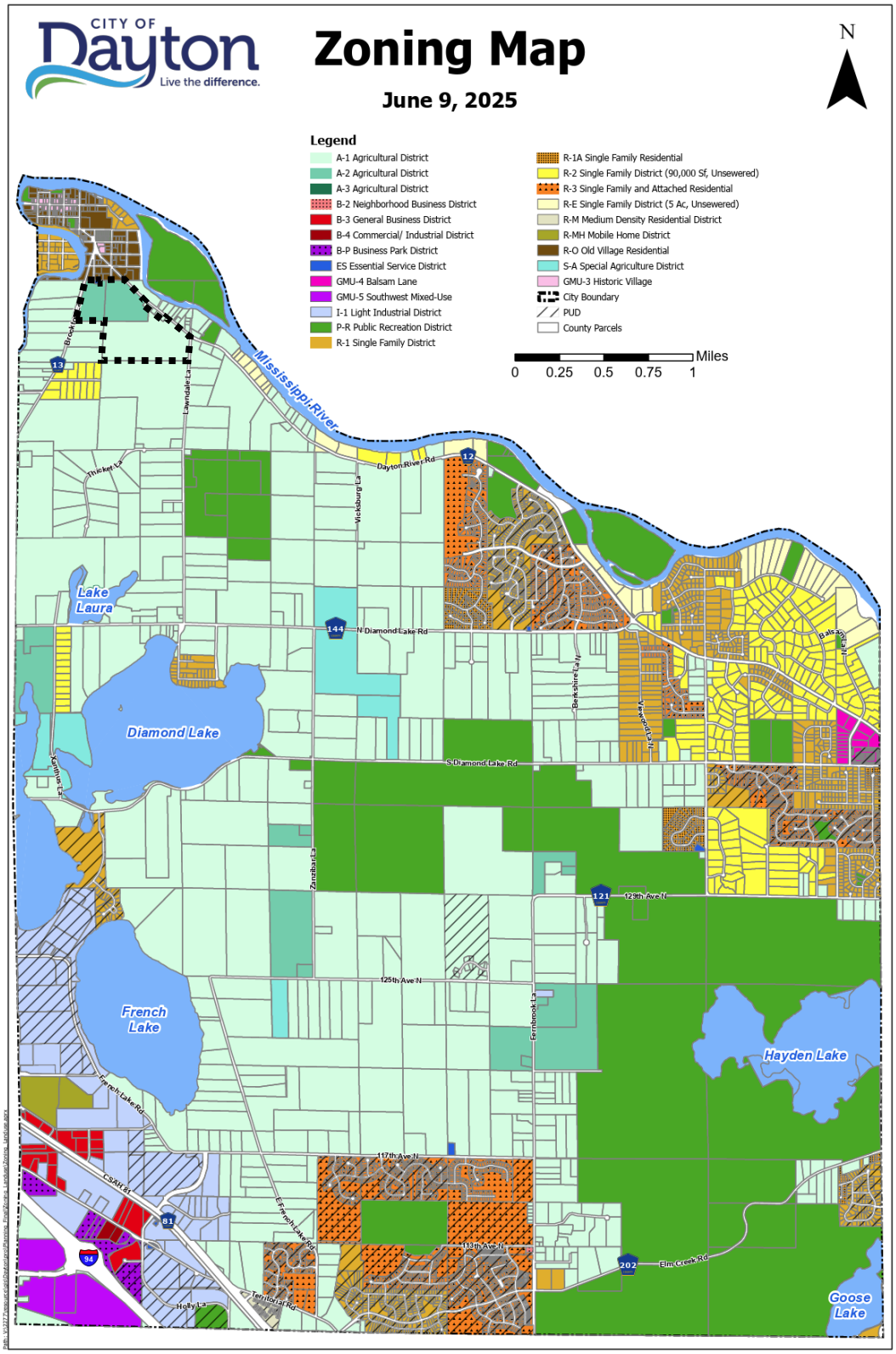
ATTACHMENT(S):

Resolution 11-2026 Approving the Variance (exceed Density)
Resolution 12-2026 Approving the Variance (Lot without street frontage)
Resolution 13-2026 Approving the Preliminary Plat
Ordinance 2026-08 Approving Rezoning from A-1 and A-2 to A-3
Aerial Photo
Zoning Map
2040 Future Land Use Map
2040 Sewer Staging Plan
2040 Parks Plan
Applicant narrative
Concept Plan
Preliminary Plat
Final Plat
Civil Plans
Engineering Comment Letter, dated February 26, 2026
Hennepin County Comment Letter, dated March 12, 2026

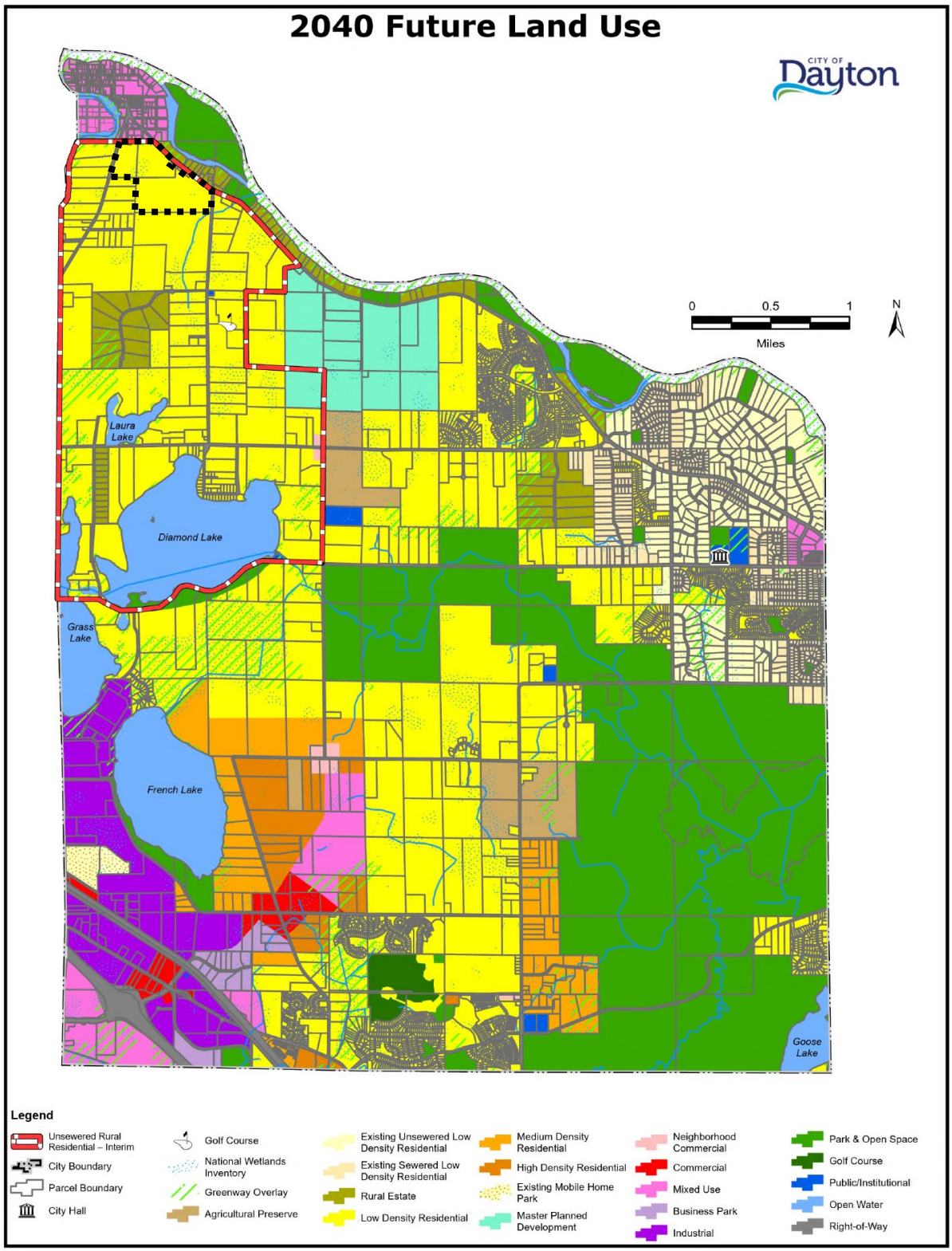
AERIAL PHOTO



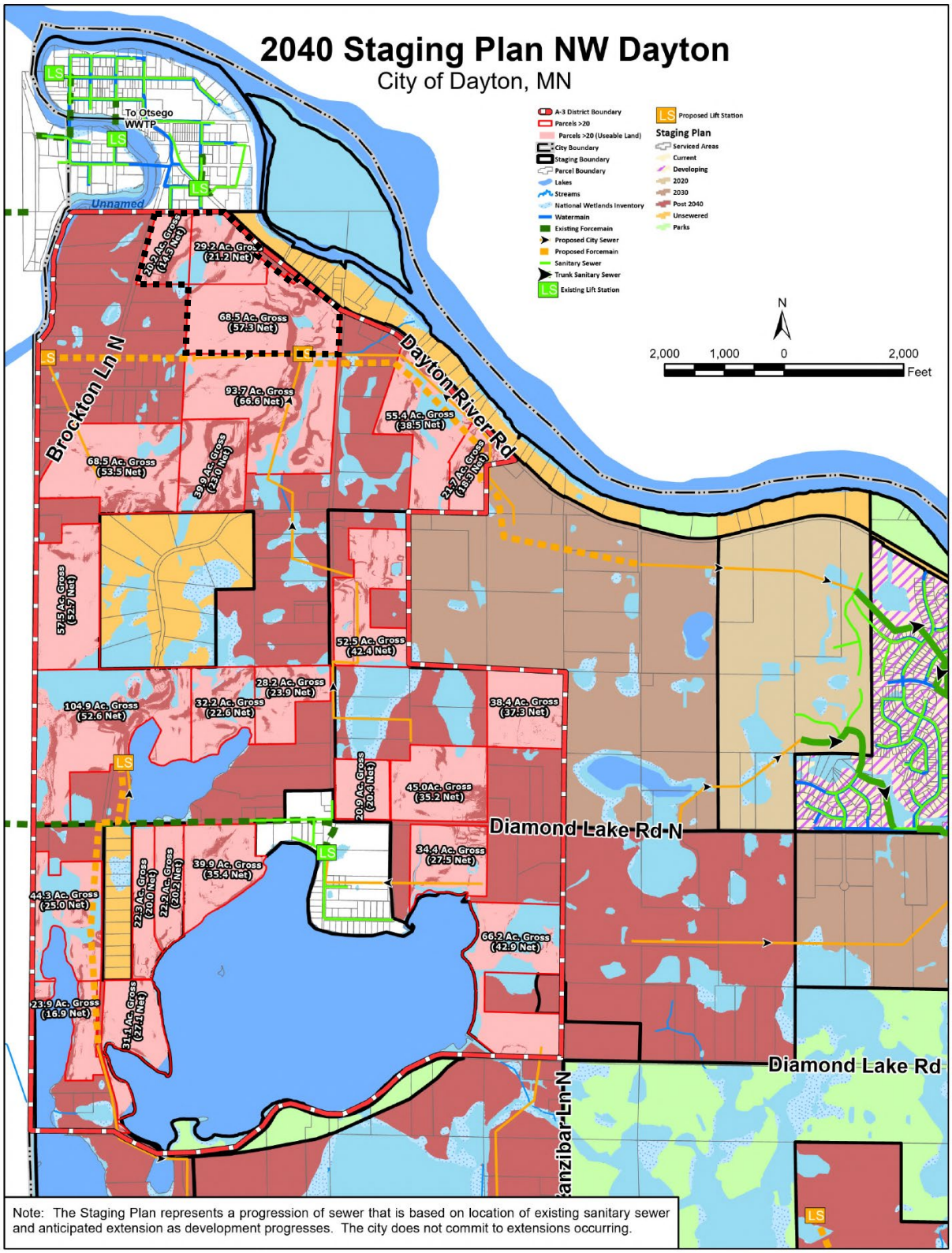
ZONING MAP


CITY OF Dayton
Live the difference.
Zoning Map
June 9, 2025
N
Legend
A-1 Agricultural District
A-2 Agricultural District
A-3 Agricultural District
B-2 Neighborhood Business District
B-3 General Business District
B-4 Commercial/ Industrial District
B-P Business Park District
ES Essential Service District
GMU-4 Balsam Lane
GMU-5 Southwest Mixed-Use
I-1 Light Industrial District
P-R Public Recreation District
R-1 Single Family District
R-1A Single Family Residential
R-2 Single Family District (90,000 Sf, Unsewered)
R-3 Single Family and Attached Residential
R-E Single Family District (5 Ac, Unsewered)
R-M Medium Density Residential District
R-MH Mobile Home District
R-O Old Village Residential
S-A Special Agriculture District
GMU-3 Historic Village
City Boundary
PUD
County Parcels
Miles
0 0.25 0.5 0.75 1
Mississippi River
Dayton River Rd
Lake Laura
Diamond Lake
N Diamond Lake Rd
S Diamond Lake Rd
French Lake
Hayden Lake
Goose Lake
129th Ave N
125th Ave N
117th Ave N
113th Ave N
Elm Creek Rd
Territorial Rd
E French Lake Rd
Terrench Lake Rd
Holly Ln
Vicksburg Ln
Lawndale Ln
Thicket Ln
Berkshire Ln N
Zanzibar Ln
Fernbrook Ln
Xerxes Ln N
Balsam Ln N
CSAH 81
13
12
144
121
81
94
202

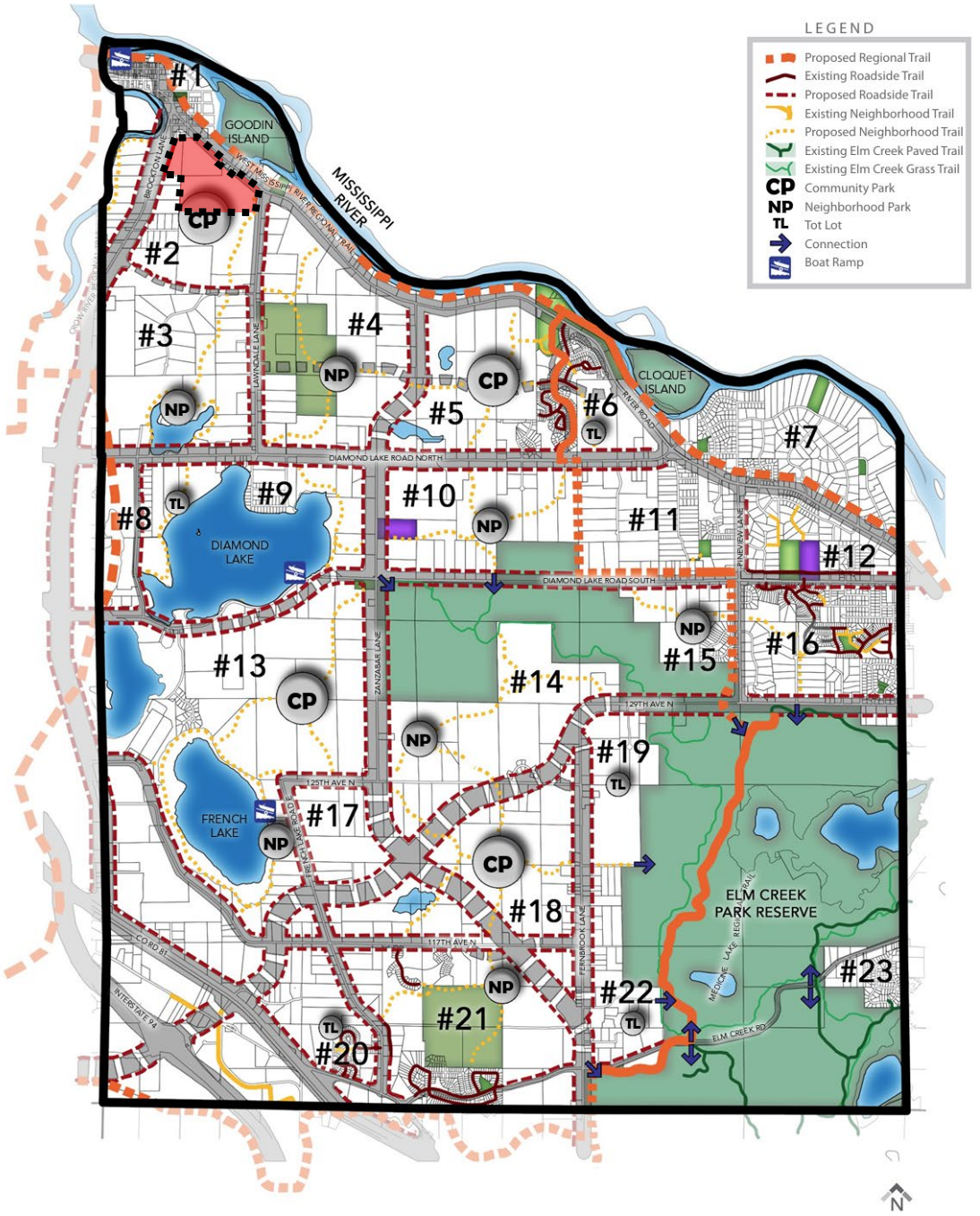
2024 FUTURE LAND USE MAP



2040 SEWER STAGING PLAN



2040 PARKS PLAN



LOUCKS
DECEMBER 16, 2019

COMPREHENSIVE TRAILS PLAN
Dayton, MN

3

RESOLUTION NO. 11-2026

CITY OF DAYTON
COUNTIES OF HENNEPIN AND WRIGHT
STATE OF MINNESOTA

RESOLUTION APROVING A VARIANCE TO SECTION 1001.05, SUBD. 11 OF THE DAYTON CITY CODE REGARDING ALLOWED DENSITY IN THE A-3 ZONING DISTRICT

BE IT RESOLVED, by the City Council of the City of Dayton, Minnesota, as follows:

WHEREAS, Chad Christian (hereinafter referred to together as the "Applicant"), has made an application for a Variance to Dayton City Code Section 1001.05, Subd. 11, to allow for 12 residential lots in a subdivision of parcels totaling 117.5 acres in size (119.6 acres including CSAH Right-of-Way), whereas only 11 are permitted by code (hereinafter referred to as the "Variance"). The parcels legal description upon platting of the properties is as follows:

Reserve at Vineyard Meadow

WHEREAS, the City staff studied the matter, made a report, and provided other information to the Planning Commission and City Council; and

WHEREAS, the City Planning Commission held a public hearing at its March 5, 2026 meeting regarding the Variance where the Applicant was present. The Planning Commission recommended Approval of the Variance. A Public Hearing notice was published by The Press on Thursday, February 19, 2026 and mailed to property owners within 1,320 feet of the project; and

WHEREAS, the City Council at its March 24th, 2026 meeting reviewed and considered the application.

NOW, THEREFORE, based upon the information from the Public Hearing, the testimony elicited, and information received, the meetings of the City Council, reports of City Staff and information contained within the files and records of the City, the City Council for the City of Dayton makes the following:

FINDINGS:

1. The Subject Property is located along Brockton Lane North and Dayton River Road.

2. City Code 1001.05, Subd 11(1) states;

   The intent of this [A-3] *district is to allow residential development with a gross density of 2 units per 20 acres to reserve land for efficient future urban development…*

The project includes 119.6 gross acres, resulting in a density less than 2 units per 20 acres. The applicant intends to establish 12 single-family residential lots, whereas only 11 are permitted by the A-3, Agricultural Zoning District.

3. The Preliminary Plat of the Reserve at Vineyard Meadows, as proposed, required the approval of a Variance in order to be legal.

4. Minn. Stat. §462.357, subd. 6, allows variances only when they are in harmony with the general purposes and intent of City Code and is consistent with the City's comprehensive plan. Further, the applicant must establish that there are practical difficulties in complying with the zoning ordinance.

5. City Code §1001.29, subd. 1, states:

The variance process enables the City Council to provide limited relief from the literal provisions of this Subsection in instances where strict enforcement would cause practical difficulties because of circumstances unique to the individual property under consideration and when it is demonstrated that such actions are consistent with this Subsection. Variances shall not be granted to allow a use not permitted by the zoning district, nor to merely remove inconveniences or financial burdens that the requirements of this chapter may impose on property owners in general. Variances are intended to address extraordinary, exceptional, or unique situations that were not caused by the applicant's act or omission. Variances are not to be used in the place of ordinance amendments to address situations applicable to numerous properties.

6. City Code §1001.29, subd. 3, states:

All requests for a variance shall be subject to a determination that the variance request complies with the requirements of Minn. Stat. § 462.357 and any amendments thereto, which include, but are not limited to (the italicized text next to each part of the variance requirements are the recommended findings for the variance test):

(1) A variance shall only be permitted when it is in harmony with the general purpose and intent of City Code and consistent with the Comprehensive Plan.

FINDING: The requests do not conflict with any portion of the 2040 Comprehensive Plan. The area is slated for Low-Density Residential, and is currently in the Post 2050 staging area.

(2) A variance may only be permitted when the applicant establishes that there are practical difficulties in complying with the zoning ordinance, meaning:

a. *The property owner proposes to use the lot or parcel in a reasonable manner not permitted by the zoning code.*

FINDING: The proposed Variance request is a reasonable request that conflicts with the zoning ordinance.

b. *The plight of the property owner must be due to non-economic circumstances that are unique to the lot or parcel and not created by the property owner.*

FINDING: The plight of the property is due to an accommodation considered by the applicant through a concept plan review of the Reserve at Vineyard Meadow, where the City and concerned residents were interested to not having Maria Avenue extended from where it ends at the north end of the property as conceptually proposed. The alternative included a solo connection to Shadyview Lane North, which required a substantial amount of additional Right-of-Way being dedicated as part of the redesign.

c. *The variance must not alter the essential character of the locality.*

FINDING: The proposed variances will not alter the essential character of the locality.

DECISION

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Dayton, based upon the information received and the above Findings, that the City Council does hereby **APPROVE** the Applicant's Variance to increase density from 2 units per 20 acres (120 gross acres = 12 lots) to 2 units per 19.98 acres (119.65 gross acres = 12 lots) within the A-3, Agricultural District.

Adopted this 24th day of March, 2026, by the City of Dayton.

_____
Dennis Fisher, Mayor

_____
Amy Benting, City Clerk

Motion by _____ *Second by* _____
Resolution ***Approved***
MOTION DECLARED PASSED

RESOLUTION NO. 12-2026

CITY OF DAYTON
COUNTIES OF HENNEPIN AND WRIGHT
STATE OF MINNESOTA

RESOLUTION APPROVING A VARIANCE TO SECTION 1001.05, SUBD. 11 OF THE DAYTON CITY CODE REGARDING REQUIRED STREET FRONTAGE IN THE A-3 ZONING DISTRICT

BE IT RESOLVED, by the City Council of the City of Dayton, Minnesota, as follows:

WHEREAS, Chad Christian (hereinafter referred to together as the "Applicant"), has made an application for a Variance to Dayton City Code Section 1001.05, Subd. 11, to allow for the subdivisions of a single-family residential parcel without street frontage, whereas 160 feet is required by City Code (hereinafter referred to as the "Variance"). The parcel's legal description upon platting of the property is as follows:

Lot 1, Block 3, Reserve at Vineyard Meadow

WHEREAS, the City Staff studied the matter, made a report, and provided other information to the Planning Commission and City Council; and

WHEREAS, the City Planning Commission held a Public Hearing on March 5, 2026 regarding the Variance, where the Applicant was present. The Planning Commission recommended Approval of the Variance. A Public Hearing notice was published by The Press on Thursday, February 19, 2026 and mailed to property owners within 1,320 feet of the project; and

WHEREAS, the City Council at its March 24, 2026 meeting reviewed and considered the application.

NOW, THEREFORE, based upon the information from the Public Hearing, the testimony elicited, and information received, the meetings of the City Council, reports of City Staff and information contained within the files and records of the City, the City Council for the City of Dayton makes the following:

FINDINGS:

1. The Subject Property is located along Brockton Lane North (CSAH 13) and Dayton River Road (CSAH 12).

2. The applicant intends to create a new parcel (Lot 1, Block 4) within the plat of Reserve at Vineyard Meadow that has a 0' Lot Width at the right-of-way.

3. City Code 1002.07, Subd 4(4) states; "*Every lot must have frontage on a public street."*
4. City Code 1001.05, Subd 11(5) (District Requirements) requires a minimum lot frontage of 120'.

5. The proposed Lot 1, Block 4, Reserve at Vinyard Meadow, proposes a 0' lot frontage on a public street. This requires approval of a Variance in order to be legal.

6. Minn. Stat. §462.357, subd. 6, allows variances only when they are in harmony with the general purposes and intent of City Code and is consistent with the City's comprehensive plan. Further, the applicant must establish that there are practical difficulties in complying with the zoning ordinance.

7. City Code §1001.29, subd. 1, states:

   The variance process enables the City Council to provide limited relief from the literal provisions of this Subsection in instances where strict enforcement would cause practical difficulties because of circumstances unique to the individual property under consideration and when it is demonstrated that such actions are consistent with this Subsection. Variances shall not be granted to allow a use not permitted by the zoning district, nor to merely remove inconveniences or financial burdens that the requirements of this chapter may impose on property owners in general. Variances are intended to address extraordinary, exceptional, or unique situations that where not caused by the applicant's act or omission. Variances are not to be used in the place of ordinance amendments to address situations *applicable to numerous properties.*

8. City Code §1001.29, subd. 3, states:

   All requests for a variance shall be subject to a determination that the variance request complies with the requirements of Minn. Stat. § 462.357 and any amendments thereto, which include, but are not limited to (*the italicized text next to each part of the variance requirements are the recommended findings for the variance test)*:

   (1) A variance shall only be permitted when it is in harmony with the general purpose and intent of City Code and consistent with the Comprehensive Plan.

   FINDING: *The requests do not conflict with any portion of the 2040 Comprehensive Plan. The area is guided for Low-Density Residential, and is currently in the Post 2050 staging area.*

   (2) A variance may only be permitted when the applicant establishes that there are practical difficulties in complying with the zoning ordinance, meaning:

a. The property owner proposes to use the lot or parcel in a reasonable manner not permitted by the zoning code.

FINDING: *The proposed Variance request is a reasonable request that conflicts with the zoning ordinance.*

b. The plight of the property owner must be due to non-economic circumstances that are unique to the lot or parcel and not created by the property owner.

FINDING: *The plight of the property is due to the construction of this home prior to the A-3 Zoning District becoming an opportunity on this parcel, and understanding potential alternatives to this requirement before the plat was proposed. Given the ownership of the parent parcel, the City can establish protections related to this Variance to have it resolved upon future subdivision of the surrounding outlot (Outlot B). These protections would be included in an agreement between the two parcels regarding requiring direct access be provided to the four acre landlocked parcel (Lot 1, Block 4, Reserve at Vinyard Meadow).*

c. The variance must not alter the essential character of the locality.

FINDING: *The proposed variances will not alter the essential character of the locality.*

DECISION

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Dayton, based upon the information received and the above Findings, that the City Council does herby **Approve** the Applicant's variance request to allow for a lot without the required street frontage in an A-3, Agricultural District subdivision, subject to the following conditions:

1. An easement agreement shall be established at the time of plat recording that will require any subsequent development of the adjacent outlots to provide this parcel with code-compliant street frontage. Such agreement shall be reviewed by the City Attorney prior to execution and recording.

Adopted this 24th day of March, 2026, by the City of Dayton.

_____
Dennis Fisher, Mayor

ATTEST:

_____
Amy Benting, City Clerk

Motion by _____ Second by _____
*Resolution **Approved***
MOTION DECLARED PASSED

RESOLUTION 13-2026

CITY OF DAYTON
COUNTIES OF HENNEPIN AND WRIGHT
STATE OF MINNESOTA

RESOLUTION APPROVING THE PRELIMINARY PLAT OF RESERVE AT VINEYARD MEADOW

WHEREAS, Chad Christian (Applicant) has applied for Preliminary Plat approval of RESERVE AT VINEYARD MEADOW, consisting of 12 single-family lots; and

WHEREAS, the properties are located at:

PARCEL 1: PID: 06-120-22-21-0002
That part of the North Half of the Northwest Quarter of Section 6, Township 120, Range 22, Hennepin County, Minnesota, lying Easterly of the centerline of State Highway No. 101 except the North 100.00 feet of the West 120.00 feet of the East 352.44 feet of the Northeast Quarter of the Northwest Quarter of said Section 6. Torrens Certificate No.: 1538564.

PARCEL 2: PID: 06-120-22-12-0008
That part of Government Lot 2, Section 6, Township 120, Range 22, Hennepin County, Minnesota, lying Southwesterly of the centerline of County Road No. 12, except that part beginning at the Intersection of the southwesterly right-of-way line of County Road No. 12, Plat 23 and the east line of the said Government Lot 2; thence southerly along said east line 182.67 feet to a line, parallel with and 150.00 feet distant from said southwesterly line as measured at a right angle to said southwesterly line; thence northwesterly along said parallel line and its extension 225.15 feet thence northeasterly along said parallel line and its extension 225.15 feet thence northeasterly deflecting to the right 90 degrees 00 minutes 00 seconds 150.00 feet to said southwesterly right of way line; thence southeasterly 120.56 feet, mor or less, along said right-of-way to the point of beginning. Torrens Certificate No.: 1538564.

PARCEL 3: PID: 06-120-22-13-0002
That Southwest Quarter of the Northeast Quarter of Section 6, Township 120, Range 22, Hennepin County, Minnesota, excepting therefrom the South 47.36 feet thereof.

AND

That part of Government Lot 3; thence West along the South line to the Southwest corner thereof, thence North along the West line thereof to the intersection with a line run parallel with and distant 150 feet Southwesterly thereof as measured at right angles to the Southwesterly line of County Road No. 12, thence Southeasterly along said parallel line a distance of 365.93 feet, thence northeasterly at right angles a distance of 150 feet to the Southwesterly line of said County Road, thence Southeasterly along said Southwesterly line a distance of 20 feet, thence Southwesterly at right angles a distance of 150 feet, thence Southeasterly parallel with said Southwesterly line of the County Road a distance of 170 feet, thence Northeasterly at right angles a distance 150 feet to the Southwesterly line of said to the East line of Government Lot 3; thence along said East line to the point of beginning, except the South 47.36 feet of said Government Lot 3.

WHEREAS, the properties are zoned A-3 Single Family and Attached Residential. The properties are guided by the 2040 Comprehensive Plan as Low Density Residential (2-5 units per acre). The project has a gross density of 1 unit per 9.8 acres.

WHEREAS, the City considered a Variance to the A-3 district requirement of 1 unit per 10 gross acres, and the City approved the requested Variance with its separate set of Findings of Fact (Resolution 11-2026).

WHEREAS, in consideration of the application, the Staff Report, public testimony, and consistent with City Code 1002.05, Subd 1(2)(f)(4) (Planning Commission Action), the Planning Commission recommended APPROVAL with the following **Findings**;

(a) That the proposed subdivision is **NOT** in conflict with the City's Comprehensive Plan, Zoning Ordinance, Capital Improvements Program, or other policy or regulation.
(b) That the proposed subdivision is **NOT** in conflict with the purpose and intent of this chapter.
(c) That the physical characteristics of the site, including but not limited to topography, vegetation, susceptibility to erosion, and siltation, susceptibility to flooding, water storage, and retention, are such that the site **IS** suitable for the type of development or use contemplated.
(d) That the site **IS** physically suitable for the intensity or type of development or use contemplated.
(e) That the design of the subdivision or the proposed improvements are **NOT** likely to cause substantial and irreversible environmental damage.
(f) That the design of the subdivision or the type of improvements will **NOT** be detrimental to the health, safety or general welfare of the public.
(g) That the design of the subdivision or the type of improvement will **NOT** conflict with easements on record or with easements established by judgment of a court.
(h) That the subdivision is **NOT** premature as determined by the standards of Subsection 1002.03 of this section.

BE IT RESOLVED, the City Council considered the applications at its March 24th, 2026, meeting. In consideration of the application, Staff Report, Public Testimony, and Planning Commission recommendation, the City Council **APPROVES** the Preliminary Plat with the following conditions:

1. No single-family home will be permitted on Lot 1, Block 5, Reserve at Vineyard Meadow, until it is further subdivided and municipal sewer and water are available.
2. Prior to Final Plat approval, the Preliminary Plat shall be revised to include a trail easement of 20 feet width adjacent to Brockton Lane (CSAH 13) and Dayton River Road (CSAH 12). The City Council acknowledges the county's request for left turn lanes on CSAH 13 and CSAH 12. The City Council will not require left turn lanes as part of this Plat.
3. Prior to Final Plat approval, the Preliminary Plat and associated plans shall be revised to include Wetland Buffers at an average width of 25 feet, with a minimum 10' buffer. Wetland buffer signs will be required to be installed by the developer accordingly.
4. Prior to Final Plat approval, all plans sets shall be revised to meet the standards of the A-3 Zoning District requirements regarding lot width and net acreage of buildable lots.
5. Prior to Final Plat approval, the landscape buffer shall be revised to include 12 additional trees to meet the required count.

6. The Applicant shall install a streetlight at the Shadyview Lane North and Brockton Lane North intersection.
7. Any change to the layout and design, or the street connection of Brockton Lane North and Shadyview Lane North will require rereview of the plat.
8. Adherence to the requirements provided by Hennepin County Comment Letter, dated March 12, 2026.
9. Adherence to the requirements provided in the Engineering Comment Letter, dated February 26, 2026, and subsequent letters from the City Engineer as applicable.
10. Preserve a minimum of 75% of undeveloped net acres for future sewered development through a temporary development agreement, deed restriction, easement, or similar.
11. An easement agreement shall be established at the time of plat recording that will require any subsequent development of the adjacent outlots to provide this parcel with code-compliant street frontage. Such agreement shall be reviewed by the City Attorney prior to execution and recording.
12. The Applicant shall enter into a Development Agreement upon Final Plat approval.
13. Consistent with City Code 1002.05, Subd 1(g)(1) and (2), the subdivider must submit an application for the Final Plat within one year after Preliminary Plat approval, or within 30-days of expiration, submit a written request to the Zoning Administrator, requesting an extension up to one year, which may be approved by the City Council.

Adopted this 24th day of March, 2026, by the City of Dayton.

_____
Dennis Fisher, Mayor

ATTEST

_____
Amy Benting, City Clerk

Motion by Councilmember _____, Second by Councilmember _____.
The Motion passes.

EXHIBIT A

Preliminary Plat of Reserve at Vineyard Meadow

ORDINANCE NO. 2026-08

CITY OF DAYTON
COUNTIES OF HENNEPIN AND WRIGHT
STATE OF MINNESOTA

AN ORDINANCE TO AMEND THE DAYTON ZONING ORDINANCE BY AMENDING ZONING DISTRICTS THEREIN

THE CITY COUNCIL OF THE CITY OF DAYTON DOES ORDAIN:

SECTION 1. **AMENDMENT**. The zoning classification of the property described in Section 2, as shown on the zoning map referred to in Section 1001.04, subd. 2, of the Dayton Zoning Ordinance, is hereby amended from A-1, Agricultural District and A-2, Special Homestead Agricultural District to A-3, Agricultural District, contingent upon the recording of the Final Plat of Reserve at Vinyard Meadow.

SECTION 2. **PROPERTY DESCRIPTION**.

PID: 0612022210002, 0612022120008, 0612022130002

To be Platted as *Reserve at Vineyard Meadows*

SECTION 3. **EFFECTIVE DATE**. This Ordinance shall be in full force and effect from and after its passage.

Adopted by the City Council of the City of Dayton this 24th day of March, 2026.

_____
Dennis Fisher, Mayor

ATTEST:

_____
Amy Benting, City Clerk

Motion by _____, Second by _____

*Ordinance **approved***

MOTION DECLARED PASSED

Published in the Champlin Dayton Press on the ____ day of _____, 2026.

CONCEPT PLAN

PIDs:
0612022210002
0612022120008
0612022130002

GRAPHIC SCALE
240 0 120 240

EASEMENT FOR ACCESS, DRAINAGE AND UTILITY PURPOSES PER DOC. NO. T3348706
EXCEPTION (PARCEL 2)
OUTLOT A
Area : 34,658 SQFT
Area : 0.80 ACRE
EASEMENT FOR ACCESS, DRAINAGE AND UTILITY PURPOSES PER DOC. NO. T3348706
EASEMENT PER DOC. NO. 5756640 & T5874775
STATE HIGHWAY NO. 101 (BROCKTON LANE)
L3, B1
Area : 71,385 SQFT
Area : 1.64 ACRE
L1, B3
Area : 65,508 SQFT
Area : 1.50 ACRE
NEW STREET
Area : 110,768 SQFT
Area : 2.54 ACRE
DEDICATION 101
Area : 40,922 SQFT
Area : 0.94 ACRE
L2, B1
Area : 65,893 SQFT
Area : 1.51 ACRE
L6, B2
Area : 85,756 SQFT
Area : 1.97 ACRE
Standard : 30
Area : 107,639 SQFT
Area : 2.47 ACRE
N 1/2 OF NW 1/4
L1, B1
Area : 67,451 SQFT
Area : 1.55 ACRE
L5, B2
Area : 97,536 SQFT
Area : 2.24 ACRE
SOUTHEASTERLY RIGHT OF WAY LINE OF HWY 101 PER MINNESOTA COUNTY DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 29
L4, B2
Area : 124,260 SQFT
Area : 2.85 ACRE
L1, B2
Area : 65,340 SQFT
Area : 1.50 ACRE
L2, B2
Area : 65,340 SQFT
Area : 1.50 ACRE
L3, B2
Area : 75,426 SQFT
Area : 1.73 ACRE
DRAINAGE AND UTILITY EASEMENT
4 ACRE SPLIT
Area : 174,591 SQFT
Area : 4.01 ACRE
SECTION 6
TWP 120
RNG 22
GOV'T LOT 2
GOV'T LOT 3
SW 1/4 OF NE 1/4
COUNTY ROAD NO. 12
EASEMENT PER DOC. NO. 5756640 & T5874775
L=4.50, R=2938.02
Δ=0°05'16"
N75°36'09"E 48.89
N39°31'52"E 34.77
N63°31'37"E 74.12
N88°24'58"E 63.72
N48°35'55"E 88.01
WELL SITE #3 EXCEPTION (PARCEL 1)
N36°26'51"E 67.89
N24°06'43"E 148.69
N29°22'25"E 56.64
N35°13'28"E 70.68
N41°22'25"E 187.33
N44°02'56"E 99.39
N55°24'23"E 87.27
N52°10'56"E 86.58
L=22.86, R=826.25
Δ=1°35'07"
LAWNDALE LN N.
FIRST EXCEPTION (PARCEL 3)
SECOND EXCEPTION (PARCEL 3)
SHEET X OF X
NORTHWESTERN SURVEYING & ENGINEERING, INC.

Preliminary Plat of RESERVE AT VINEYARD MEADOW

CITY OF DAYTON
HENNEPIN COUNTY, MN

SCHEDULE OF DRY BUILDABLE AREAS FOR LOTS

Block	Lot	Total Lot Area (Ac)	Buildable Area (Ac)*
1	1	2.34	2.34
1	2	1.96	1.59
1	3	1.79	1.51
1	4	1.91	1.91
2	1	1.58	1.58
2	2	1.56	1.53
2	3	3.45	1.51
2	4	2.88	1.51
2	5	2.31	1.50
2	6	2.10	1.50
3	1	2.12	2.10
4	1	4.00	3.51
5	1	30.10	N/A
Outlot A		0.57	N/A
Outlot B		60.59	N/A
Outlot C		0.50	N/A

I hereby certify that a boundary survey has been completed for the preliminary plat of RESERVE AT VINEYARD MEADOW, Hennepin County, Minnesota.

Signed: Craig Wensmann

Craig A. Wensmann

Date: 12/5/25 Lic. No. 47466

0 100

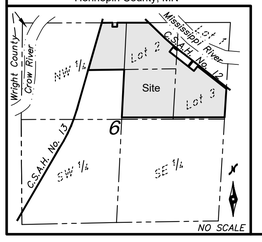
SCALE: 1" = 100'

LEGEND:

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- Denotes septic cleanout
- Denotes sanitary manhole
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- Denotes power pole
- Denotes guy wire
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VICINITY MAP

Sec. 6, Twp. 120, Rng. 22
Hennepin County, MN



Existing Property Description (Certificate of Trust – Doc. No. 11133551):

Parcel 1: That part of Government Lot 2, Section 6, Township 120, Range 22, Hennepin County, Minnesota, lying Southwesterly of the centerline of County Road No. 12, except that part beginning at the Intersection of the southwesterly right-of-way line of County Road No.12 as shown and defined on Hennepin County State Aid Highway No. 12, Plat 23 and the east line of said Government Lot 2; thence southerly along said east line 182.67 feet to a line, parallel with and 150.00 feet distant from said southwesterly line as measured at a right angle to said southwesterly line; thence northwesterly along said parallel line and its extension 225.15 feet thence northeasterly deflecting to the right 90 degrees 00 minutes 00 seconds 150.00 feet to said southwesterly right of way line; thence southeasterly 120.56 feet, more or less, along said right-of-way to the point of beginning.
Torrens Certificate No.: 1538564

Parcel 2: That part of the North Half of the Northwest Quarter of Section 6, Township 120, Range 22, Hennepin County, Minnesota, tying Easterly of the centerline of State Highway No. 101 except the North 100.00 feet of the West 120.00 feet of the East 352.44 feet of the Northeast Quarter of the Northwest Quarter of said Section 6.
Torrens Certificate No.: 1538564

Parcel 3: The Southwest Quarter of the Northeast Quarter of Section 6, Township 120, Range 22, Hennepin County, Minnesota, excepting therefrom the South 47,36 feetthereof.

AND

That part of Government Lot 3, Seaton 6, Township 120, Range 22, Hennepin County, Minnesota, described as follows: Beginning at the Southeast corner of said Government Lot 3; thence West along the South line to the Southwest corner thereof, thence North along the West line thereof to the intersection with a line run parallel with and distant 150 feet Southwesterly thereof as measured at right angles to the Southwesterly line of County Road No. 12, thence Southeasterly along said parallel line a distance of 365.93 feet, thence Northeasterly at right angles a distance of 150 feet to the Southwesterly line of said County Road, thence Southeasterly along said Southwesterly line a distance of 20 feet, thence Southwesterly at right angles a distance of 150 feet, thence Southeasterly parallel with said Southwesterly line of the County Road a distance of 170 feet, thence Northeasterly at right angles a distance of 150 feet to the Southwesterly line of said County Road No. 12, thence Southeasterly along said Southwesterly line to the East line of Government Lot 3; thence along said East line to the point of beginning, except the South 47.36 feet of said Government Lot 3.

Survey Notes:

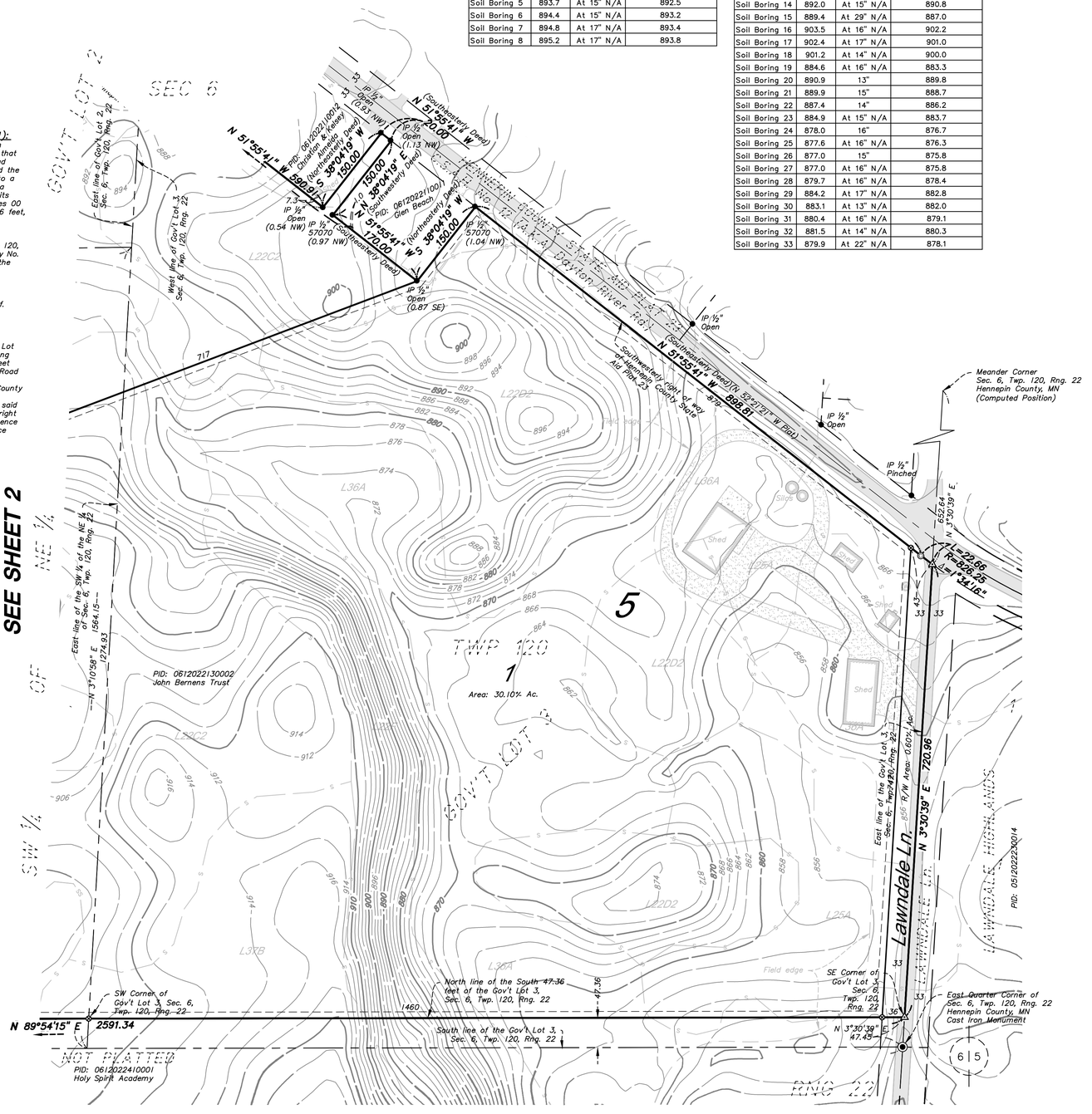
1. *This survey was performed without the benefit of a title report. Limited search for restrictions or easements was made by the surveyor. We reserve the right to update this survey upon receipt of title documentation.*
2. *Portions of field edge and woods edge were digitized from Autodesk Civil 3D 2020 online aerial imagery and are for reference purposes only.*
3. *Subject property is part of the shoreland district but not within a flood plain district as mapped by FEMA.*
4. *Contours were created using MNDNR MN/Topo Lidar (NAVD 88).*
5. *A wetland delineation was performed by Sierra Cotter, BWSR Cert. No. 1456, of Bogart, Pederson & Associates, Inc., on 6/25/25.*
6. *Soil borings were conducted by, Bogart, Pederson & Associates, Inc., on 6/24/25.*

SOILS CHART

Map symbol & soil name	Hydrologic group	Water table depth (in)
D12C2: Bygland silt loam, map >25, 6 to 12 percent slopes, eroded	C	36
D11A: Lindaas silt loam, 0 to 2 percent slopes	C/D	11
L36A: Hamel, overwash-Hamel complex, 0 to 3 percent slopes	C/D	12-24
D1C: Anoka and Zimmerman soils, terrace, 6 to 12 percent slopes	A	>80
L34A: Nessel loam, 1 to 3 percent slopes	C	30
D10A: Forada sandy loam, 0 to 2 percent slopes	B/D	0-8
D30A: Seelyeville and Markey soils, depressional, 0 to 1 percent slopes	A/D	0
L61D2: Lester-Metea complex, 12 to 18 percent slopes, eroded	B	>80
L37B: Angus loam, 2 to 6 percent slopes	C	39-51
D20A: Isan-Isan, frequently ponded, complex, 0 to 2 percent slopes	A/D	6
L60B: Angus-Moon complex, 2 to 5 percent slopes	B	43
L22C2: Lester loam, 6 to 10 percent slopes, moderately eroded	C	47-63
L23A: Cordova loam, 0 to 2 percent slopes	C/D	6
L22F: Lester loam, morainic, 25 to 35 percent slopes	B	>80
L22D2: Lester loam, 10 to 16 percent slopes, moderately eroded	C	55-71
L36A: Hamel, overwash-Hamel complex, 0 to 3 percent slopes	C/D	12-24
L25A: Le Sueur loam, 1 to 3 percent slopes	C/D	12-24
D12B: Bygland silt loam, map >25, 2 to 6 percent slopes	C	36

SOIL BORING LOG Sierra Cotter - BWSR Cert. No. 1456

Soil Boring #	Elevation	Mottling	Elev. of Mottled Soil
Soil Boring 1	886.5	At 34" N/A	883.7
Soil Boring 2	886.6	At 22" N/A	884.8
Soil Boring 3	885.2	At 21" N/A	883.5
Soil Boring 4	892.5	At 20" N/A	890.9
Soil Boring 5	893.7	At 15" N/A	892.5
Soil Boring 6	894.4	At 15" N/A	893.2
Soil Boring 7	894.8	At 17" N/A	893.4
Soil Boring 8	895.2	At 17" N/A	893.8
Soil Boring 9	895.8	At 15" N/A	894.6
Soil Boring 10	894.7	At 15" N/A	893.5
Soil Boring 11	894.8	At 15" N/A	893.6
Soil Boring 12	895.8	At 15" N/A	894.6
Soil Boring 13	890.8	At 19" N/A	889.2
Soil Boring 14	892.0	At 15" N/A	890.8
Soil Boring 15	889.4	At 29" N/A	887.0
Soil Boring 16	903.5	At 16" N/A	902.2
Soil Boring 17	902.4	At 17" N/A	901.0
Soil Boring 18	901.2	At 14" N/A	900.0
Soil Boring 19	884.6	At 16" N/A	883.3
Soil Boring 20	890.9	13"	889.8
Soil Boring 21	889.9	15"	888.7
Soil Boring 22	887.4	14"	886.2
Soil Boring 23	884.9	At 15" N/A	883.7
Soil Boring 24	878.0	16"	876.7
Soil Boring 25	877.6	At 16" N/A	876.3
Soil Boring 26	877.0	15"	875.8
Soil Boring 27	877.0	At 16" N/A	875.8
Soil Boring 28	879.7	At 16" N/A	878.4
Soil Boring 29	884.2	At 17" N/A	882.8
Soil Boring 30	883.1	At 13" N/A	882.0
Soil Boring 31	880.4	At 16" N/A	879.1
Soil Boring 32	881.5	At 14" N/A	880.3
Soil Boring 33	879.9	At 22" N/A	878.1



Bearings are based on the Hennepin County coordinate system (NAD83 86adj.). For the purpose of this plat, the East-West Quarter line is assumed to bear North 89 degrees 54 minutes 15 seconds East

- ● Denotes found iron monument
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REFERENCE BENCHMARK:
MNDOT Geodetic Monument "OTSEGO MN 053"
Elevation = 906.36 feet (NAVD 88)

PLAT BENCHMARK:
Top nut hydrant easterly of the existing building on PID:0612022210001
Elevation = 894.59 feet (NAVD 88)

DEVELOPER:
Christian Builders
21000 Rogers Dr Suite 110, Rogers, MN 55374

OWNER:
John Bernens Revocable Trust
14770 Thicket Ln.
Dayton, MN 55327

SURVEYORS & ENGINEERS:
Bogart, Pederson & Associates, Inc.
13076 First Street
Becker, MN 55308-9322
763-262-8822

TOTAL AREA: 119.60± Acres

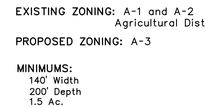
EXISTING ZONING: A-1 and A-2 Agricultural Districts

PROPOSED ZONING: A-3

MINIMUMS:
140' Width
200' Depth
1.5 Ac.

DENOTES BUILDING SETBACKS:
30' Front
10' Side
30' Rear

Drainage and Utility Easements are shown thus:



Being 10 feet in width and adjoining right-of-way lines, also being 10 feet in width and adjoining lot lines, unless otherwise indicated, as shown on plat.

DATE: 11/19/25
FIELD DATE: July 1st, 2025
BK/PG: 27.5/Pg.41–42
DRAWN BY: CK
CHECKED BY: CAW
DWG FILE: 25-0232Prelim
FILE NO: 25-0232.00

REVISIONS:
3/11/26: Updated Lot Layout

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

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Craig A. Wensmann

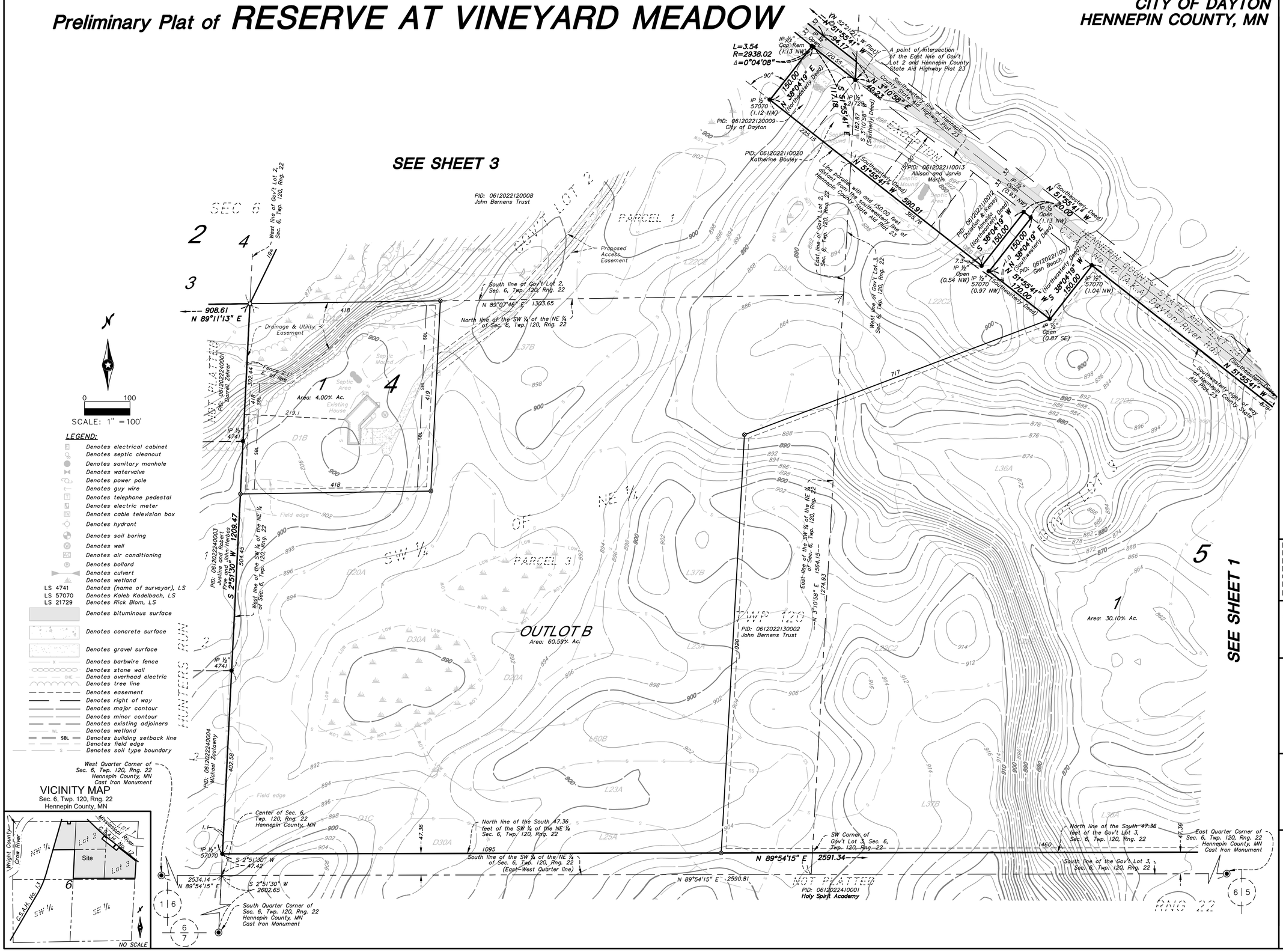
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WIDSETH
ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

PRELIMINARY PLAT
for
Christian Builders
RESERVE AT VINEYARD MEADOW
City of Dayton
Hennepin County, MN

Preliminary Plat of RESERVE AT VINEYARD MEADOW

CITY OF DAYTON
HENNEPIN COUNTY, MN



LEGEND:

- Denotes electrical cabinet
- Denotes septic cleanout
- Denotes sanitary manhole
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- LS 57070 Denotes Kaleb Kadelbach, LS
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VICINITY MAP

Sec. 6, Twp. 120, Rng. 22
Hennepin County, MN

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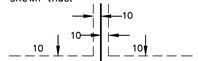
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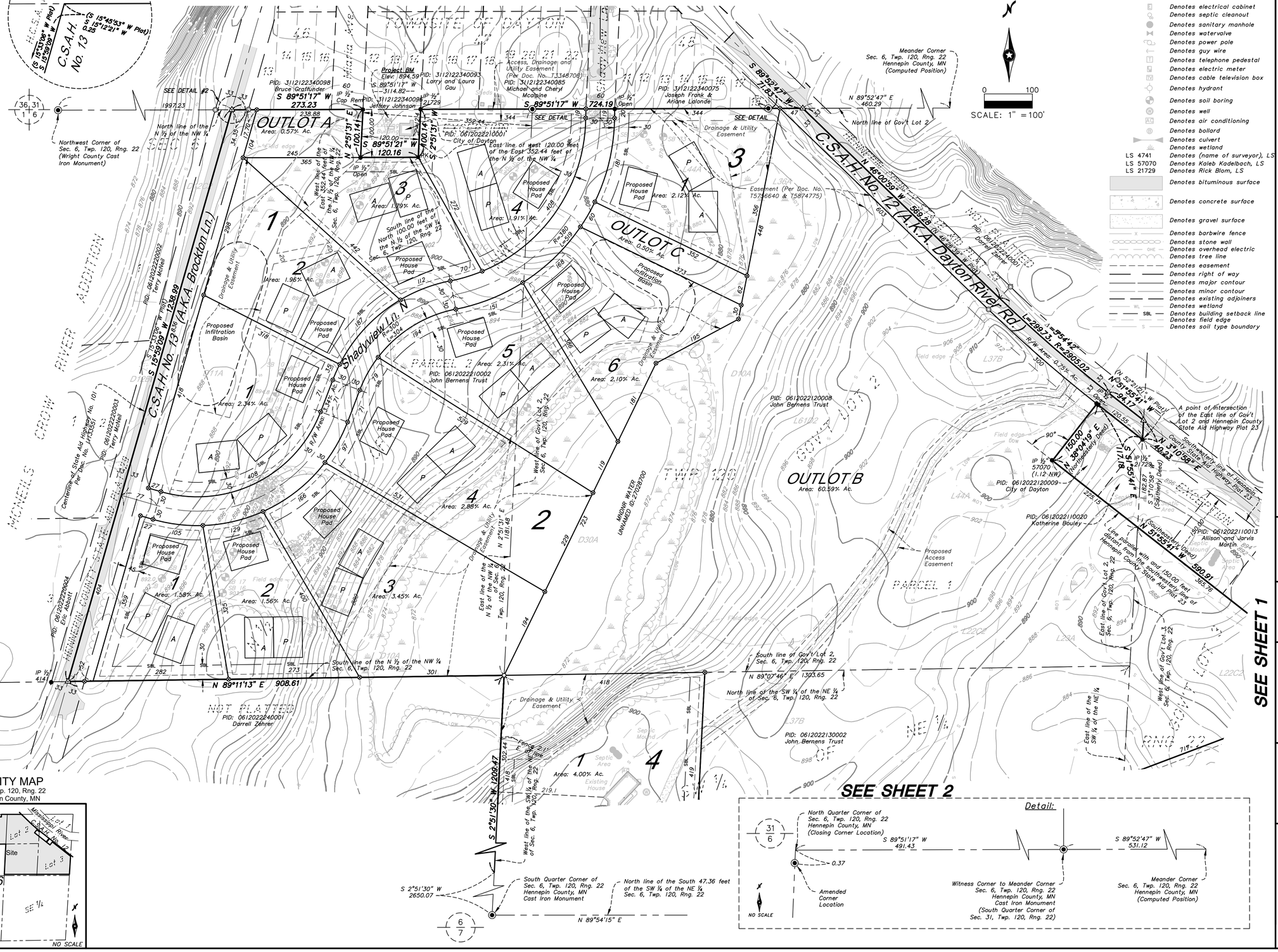
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WiDSETH
ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

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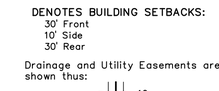
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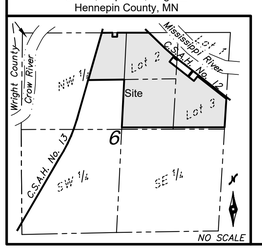
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Sec. 6, Twp. 120, Rng. 22
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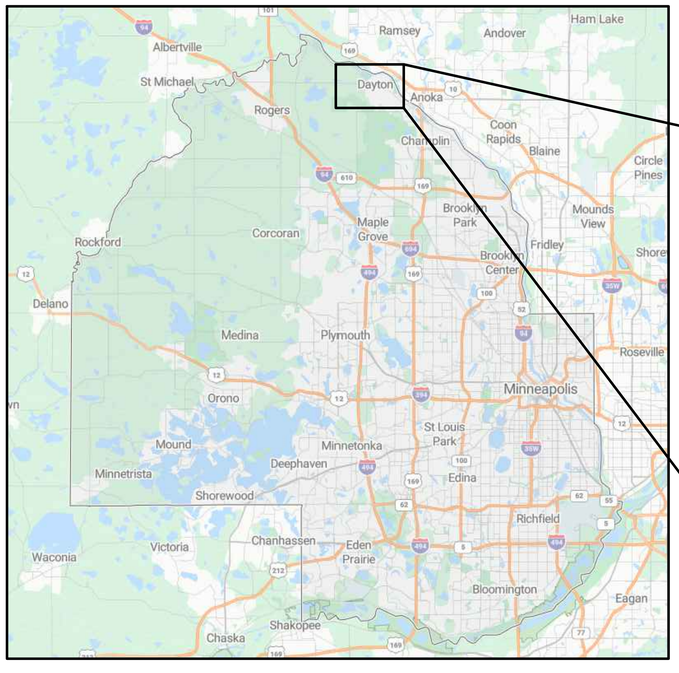
Detail:

RESERVE AT VINEYARD MEADOW
CHRISTIAN BUILDERS
BROCKTON LN N & SHADYVIEW LN N
CITY OF DAYTON, HENNEPIN COUNTY, MN
FEBRUARY 2026
PRELIMINARY PLANS

CIVIL & SURVEY PLANS PREPARED BY:

WiDSETH
ARCHITECTS ▪ ENGINEERS ▪ SCIENTISTS ▪ SURVEYORS

Civil Plans	
Sheet Number	Sheet Title
	Cover
C1	Demolition Plan
C2	Site Plan
C3	Grading Plan
C4	Utility Plan
C5	Shadyview Ln N Plan & Profile
C6	Shadyview Ln N Plan & Profile
C7	Erosion Control Plan
C8	SWPPP Narrative
C9	Details
C10	Details
C11	Details
C12	Future Density Plan
C13	Tree Preservation Plan
C14	Tree Preservation Table
C15	Landscape Plan



HENNEPIN COUNTY, MINNESOTA

PROJECT LOCATION



VICINITY MAP

REV NO.	DATE	DESCRIPTION

PRIVATE UTILITIES SHOWN ARE QUALITY LEVEL D.
QUALITY LEVEL D PROVIDES THE MOST BASIC LEVEL OF INFORMATION. IT INVOLVES COLLECTING DATA FROM EXISTING UTILITY RECORDS. RECORDS MAY INCLUDE AS-BUILT DRAWINGS, DISTRIBUTION AND SERVICES MAPS, EXISTING GEOGRAPHIC INFORMATION SYSTEM DATABASES, CONSTRUCTION PLANS, ETC.

W:\Projects\~BPA\23-0222.00 Christian Builders Dayton\Engineering\CAD Files\Cover\SWPPP\Details.dwg
9:58 AM
2/12/2026



LEGEND:

- REMOVE PAVEMENT SECTION (AS INDICATED).
- REMOVE EXISTING TREES (AS INDICATED)
- REMOVE FEATURE (AS INDICATED)
- SALVAGE (AS INDICATED)
- SAW-CUT

NORTH

0' 80' 160'
SCALE: 1"=80'

DEMOLITION GENERAL NOTES:

1. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PERFORM OR COORDINATE ALL UTILITY CONNECTIONS AND RELOCATIONS FROM EXISTING UTILITY LOCATIONS TO THE PROPOSED BUILDING, AS WELL AS TO ALL ON-SITE AMENITIES. THESE CONNECTIONS INCLUDE BUT ARE NOT LIMITED TO WATER, SANITARY SEWER, UNDERGROUND GAS, ETC.
2. THE CONNECTIONS SHALL BE PERFORMED IN ACCORDANCE WITH STATE AND LOCAL STANDARD SPECIFICATIONS FOR CONSTRUCTION. UTILITY CONNECTIONS (UNDERGROUND GAS, WATERMAIN, AND STORM SEWER) MAY REQUIRE A PERMIT FROM THE CITY.
3. THE CONTRACTOR SHALL VERIFY THE ELEVATIONS AT PROPOSED CONNECTIONS TO EXISTING UTILITIES PRIOR TO ANY DEMOLITION.
4. CONTRACTOR SHALL COORDINATE WITH THE CITY OF DAYTON FOR ALL UTILITY DISCONNECTIONS, SERVICE TERMINATIONS AND REMOVALS. CONTRACTOR SHALL COORDINATE UTILITY DISCONNECTIONS AND RELOCATIONS WITH THE UTILITY PROVIDERS PRIOR TO THE START OF CONSTRUCTION. ALL SERVICE CONNECTIONS/DISCONNECTIONS SHALL BE PERFORMED IN ACCORDANCE WITH STATE AND LOCAL STANDARD SPECIFICATIONS FOR CONSTRUCTION. CONTRACTOR SHALL OBTAIN ALL NECESSARY STATE AND LOCAL PERMITS NECESSARY FOR UTILITY CONSTRUCTION AND WORK WITHIN ADJACENT RIGHT-OF-WAYS.
5. IF DEWATERING IS REQUIRED FOR THIS PROJECT, THE PUMP DISCHARGE SHALL BE TREATED PRIOR TO BEING DISCHARGED OFF-SITE OR INTO A SURFACE WATER. THE DISCHARGE SHALL BE VISUALLY CHECKED TO ENSURE THAT IT IS VISIBLY CLEAN WATER.
6. CONTRACTOR SHALL PROTECT UTILITIES, STRUCTURES AND TREES (NOTED AND NOT NOTED) TO REMAIN AND SHALL BE RESPONSIBLE TO REPAIR DAMAGES TO ANY FEATURES TO REMAIN.
7. TREES 6" AND LARGER AND OTHER NOTABLE VEGETATION WERE IDENTIFIED AND LOCATED DURING THE COURSE OF THE SURVEY. CONTRACTOR SHALL FIELD VERIFY THE EXISTING CONDITIONS OF THE PROJECT AREA AND REMOVE ALL TREES NOT DESIGNATED TO BE SAVED AND PROTECTED. ALL TREES, DEBRIS, ROOTS, BOULDERS AND TOPSOIL SHALL BE REMOVED FROM THE SITE.

CALL 48 HOURS BEFORE DIGGING:
GOPHER STATE ONE CALL
TWIN CITY AREA 651-454-0002
MINNESOTA TOLL FREE 1-800-252-1166

REV NO.	DATE	DESCRIPTION

DATE: 02/05/2026
DESIGN BY: DML
DRAWN BY: DML
CHECKED BY: CJD
DWG FILE: DEMOLITION
FILE NO.: 25-0232.00

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RESERVE AT VINEYARD MEADOW
City of Dayton, Hennepin County, MN

DEMOLITION PLAN

SHEET NO.
C1

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LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED GRAVEL SURFACING
- PROPOSED CONCRETE PAVEMENT
- PROPOSED TURF ESTABLISHMENT
- CONCRETE CURB AND GUTTER - B612
- PROPOSED SIGN

NORTH

0' 60' 120'
SCALE: 1"=60'

SITE PLAN NOTES:

1. PAINTED PAVEMENT MARKING DIMENSIONS ARE SHOWN TO FACE OF CURB. ALL OTHER DIMENSIONS ARE SHOWN TO BACK OF CURB.
2. ALL CONCRETE RAMPS, SIDEWALKS AND ACCESSIBLE HANDICAPPED PARKING STALLS TO CONFORM TO CURRENT A.D.A. REQUIREMENTS.
3. CONTRACTOR SHALL FIELD VERIFY HORIZONTAL AND VERTICAL LOCATION OF EXISTING UTILITIES PRIOR TO START OF CONSTRUCTION.
4. CONTRACTOR SHALL INSTALL EROSION CONTROL MEASURES PRIOR TO THE START OF CONSTRUCTION.
5. CONSTRUCTION SHALL BE IN ACCORDANCE WITH APPLICABLE CITY, COUNTY AND STATE REGULATIONS.
6. SITE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE PLANS APPROVED BY THE CITY.
7. LANDSCAPING AND TURF ESTABLISHMENT PER LANDSCAPE PLANS & SPECIFICATIONS.
8. ALL DISTURBED AREAS OUTSIDE THE BUILDING PAD WHICH ARE NOT DESIGNATED TO BE PAVED OR RECEIVE AGLIME, SHALL RECEIVE AT LEAST 6" OF TOPSOIL AND SHALL BE SEEDED OR SODDED. REFER TO THE EROSION CONTROL PLAN FOR SOD AND SEED LOCATIONS. ALL OTHER AREAS DISTURBED BY CONSTRUCTION NOT SPECIFICALLY IDENTIFIED TO RECEIVE A CERTAIN SEED MIX SHALL BE MIXED WITH SEED MIX 25-131.
9. WHERE NEW SOD MEETS EXISTING SOD, EXISTING SOD EDGE SHALL BE CUT TO ALLOW FOR A CONSISTENT, UNIFORM STRAIGHT EDGE. JAGGED OR UNEVEN EDGES WILL NOT BE ACCEPTABLE. REMOVE TOPSOIL AT JOINT BETWEEN EXISTING AND NEW AS REQUIRED TO ALLOW NEW SOD SURFACE TO BE FLUSH WITH EXISTING.

SITE PLAN INFORMATION:

PARCEL AREA:
- 20.17 ACRES ±

EXISTING ZONING:
- A-1 & A-2 AGRICULTURAL DISTRICT

PROPOSED ZONING:
- A-3 AGRICULTURAL DISTRICT

PRINCIPAL STRUCTURE SETBACKS:
- FRONT: 30'
- SIDE: 10'
- REAR: 30'

SITE DATA	EXISTING	PROPOSED
PAVEMENT AREA	0 SF	48,283 SF
BUILDING AREA	0 SF	55,000 SF
PERVIOUS AREA	878,605 SF	775,322 SF
TOTAL AREA	878,605 SF	878,605 SF

CALL 48 HOURS BEFORE DIGGING:
GOPHER STATE ONE CALL
TWIN CITY AREA 651-454-0002
MINNESOTA TOLL FREE 1-800-252-1166

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RESERVE AT VINEYARD MEADOW
City of Dayton, Hennepin County, MN

SITE PLAN

SHEET NO.
C2

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LEGEND:

	PROPOSED RIP RAP
980.50 TC	NEW TOP-BACK OF CURB ELEVATION
980.50 FL	NEW FLOW LINE OF CURB ELEVATION
980.50 SW	NEW SIDEWALK ELEVATION
980.50 TP	NEW TOP OF PAVEMENT ELEVATION
980.50 TG	NEW TOP OF GRAVEL ELEVATION
980.50 FG	NEW FINISHED GRADE ELEVATION
980.50 EX	EXISTING ELEVATION
984	PROPOSED CONTOUR
	PROPOSED SLOPE
E.O.F.	EMERGENCY OVERFLOW

NORTH

0' 60' 120'

SCALE: 1"=60'

GRADING GENERAL NOTES:

1. THE CONTRACTOR SHALL NOTE ANY DISCREPANCIES BETWEEN EXISTING CONDITIONS IN THE FIELD REPRESENTED WITHIN THE PLANS AS SHOWN AND ALERT THE ENGINEER BEFORE BIDDING THE PROJECT AND BEGINNING CONSTRUCTION.
2. CONTRACTOR SHALL LOCATE AND VERIFY ALL UTILITIES WHICH MAY AFFECT THIS WORK AND NOTIFY THE OWNER OF ANY CHANGES. CONTACT LOCAL UTILITY COMPANIES FOR EXACT LOCATIONS PRIOR TO BIDDING THE PROJECT AND COMMENCING WORK.
3. CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT SILT AND DEBRIS RUN-OFF DURING GRADING OPERATIONS (I.E. SILT FENCE, STRAW BALES, ETC.).
4. CONTRACTOR SHALL VERIFY CRITICAL ELEVATIONS TO ENSURE CONFORMANCE WITH GRADING PLAN, PARTICULARLY WITH EXISTING STRUCTURES AND/OR PAVEMENTS TO REMAIN. MEET EXISTING GRADES ALONG STREETS, PROPERTY LINES, AND DRIVEWAY ENTRANCES. RESTORE ALL PAVEMENTS THAT REMAIN TO THEIR ORIGINAL IF NOT BETTER CONDITION. NOTIFY OWNER OF ANY CONFLICTS PRIOR TO BIDDING THE PROJECT.
5. TURF ESTABLISHMENT AREAS SHALL RECEIVE MINIMUM OF 4" DEPTH AS MEASURED IN PLACE OF TOPSOIL. TOPSOIL SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR. ALL GRADED SLOPES GREATER THAN OR EQUAL TO 5:1 SHALL BE HYDROSEEDED, EROSION CONTROL BLANKETED, OR MULCHED TO HELP STABILIZE THE SLOPES BY GENERAL CONTRACTOR.
6. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR DETERMINING QUANTITIES OF CUT, FILL AND WASTE MATERIALS TO BE HANDLED, AND FOR AMOUNT OF GRADING TO BE DONE IN ORDER TO COMPLETELY PERFORM ALL WORK INDICATED ON THE DRAWINGS. IMPORT SUITABLE MATERIAL AND EXPORT UNSUITABLE / EXCESS / WASTE MATERIAL AS REQUIRED. ALL COSTS ASSOCIATED WITH IMPORTING AND EXPORTING MATERIALS SHALL BE INCIDENTAL TO THE CONTRACT.
7. IT IS INTENDED THAT EARTHWORK (CUT VS. FILL) BALANCE ON SITE. THE CONTRACTOR SHALL SUBMIT THE QUANTITY OF MATERIAL AND AMOUNT OF ANTICIPATED GRADE ADJUSTMENT FOR REVIEW BY THE ENGINEER A MINIMUM OF FOUR WEEKDAYS PRIOR TO MAKING ADJUSTMENTS. ALL GRADE ADJUSTMENTS MUST BE APPROVED BY THE ENGINEER. NO ADDITIONAL COMPENSATION SHALL BE ALLOWED FOR WORK ASSOCIATED WITH GRADING ADJUSTMENTS, INCLUDING, BUT NOT LIMITED TO, EARTHWORK OPERATIONS, STORM SEWER PIPING AND STRUCTURE ADJUSTMENTS, CONSTRUCTION SURVEYING FOR ADJUSTING FEATURE LOCATIONS ACCORDINGLY, SILT FENCE, ETC.
8. FAILURE OF TURF DEVELOPMENT: IN THE EVENT THE CONTRACTOR FAILS TO PROVIDE AN ACCEPTABLE TURF, THE CONTRACTOR SHALL RE-SEED OR RE-SOD ALL APPLICABLE AREAS, AT NO ADDITIONAL COST TO THE OWNER, TO THE SATISFACTION OF THE ENGINEER.
9. CONTRACTOR SHALL MAINTAIN DRAINAGE FROM EXISTING BUILDING AT ALL TIMES. PROVIDE TEMPORARY STORM SEWER (INCLUDING, BUT NOT LIMITED TO, CATCH BASINS, MANHOLES, PIPING, ETC.) AS REQUIRED. EXISTING STORM SEWER SHALL NOT BE REMOVED UNTIL TEMPORARY OR PERMANENT STORM SEWER IS INSTALLED AND FUNCTIONAL. COORDINATE ALL REMOVALS WITH APPROPRIATE TRADES (SITE UTILITY CONTRACTOR, MECHANICAL CONTRACTOR, ETC.) AS REQUIRED.

FBWO	SUGGESTED BUILDING TYPE
971.2	SUGGESTED LOWEST OPENING ELEVATION
971.2	SUGGESTED LOWEST FLOOR ELEVATION
979.0	SUGGESTED GARAGE FLOOR ELEVATION (SHOWN ON STREET SIDE)

FBWO: DENOTE FULL BASEMENT WALK OUT
FBLO: DENOTE FULL BASEMENT LOOK OUT
FB: DENOTE FULL BASEMENT
SWO: DENOTE SLAB ON GRADE

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RESERVE AT VINEYARD MEADOW
City of Dayton, Hennepin County, MN

GRADING PLAN

SHEET NO.
C3

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LEGEND:

- PROPOSED STORM SEWER
- PROPOSED DRAINTILE
- PROPOSED SANITARY MANHOLE
- PROPOSED FLARED END SECITON
- PROPOSED STORM MANHOLE
- PROPOSED CATCH BASIN
- PROPOSED GATE VALVE & BOX
- PROPOSED HYDRANT
- PROPOSED CLEANOUT
- PROPOSED RIP RAP

NORTH

0' 60' 120'
SCALE: 1"=60'

UTILITY GENERAL NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL UTILITY RELOCATIONS.
2. CONTRACTOR SHALL LOCATE AND VERIFY ALL UTILITIES WHICH MAY AFFECT THIS WORK AND NOTIFY OWNER OF ANY CHANGES. CONTACT LOCAL UTILITY COMPANIES FOR EXACT LOCATIONS PRIOR TO BIDDING THE PROJECT AND COMMENCING WORK.
3. CONTRACTOR SHALL VERIFY CRITICAL ELEVATIONS TO ENSURE CONFORMANCE WITH GRADING PLAN AND EXISTING UTILITIES, PARTICULARLY WITH EXISTING STRUCTURES AND/OR PAVEMENTS TO REMAIN.
4. THE CONTRACTOR SHALL NOTE ANY DISCREPANCIES BETWEEN EXISTING CONDITIONS AS EXISTING IN THE FIELD AND AS REPRESENTED WITHIN THE PLANS AS SHOWN AND ALERT THE ENGINEER BEFORE BIDDING THE PROJECT AND BEGINNING CONSTRUCTION.

SEWER:

1. ALL CROSSING ELEVATIONS OF NEW UTILITIES & SIZES OF THE EXISTING UTILITIES ARE BASED ON ASSUMED ELEVATIONS AND SIZES PROVIDED BY THE SURVEY.
2. ALL STORM SEWER SHALL MEET ASTM STANDARDS AS DESCRIBED:
   - 2.1. WHEN PIPE IS PLACED LESS THAN 10 FEET FROM ANY BUILDING, MANHOLE, POTABLE WATER LINE, OR OTHER PIPE LINE, IT SHALL BE SCHEDULE 40 PVC, OR EQUAL. THIS PIPE SHALL MEET OR EXCEED ASTM D1785 AND D2665.
   - 2.2. ALL JOINTS SHALL BE SOLVENT WELDED JOINTS AND USE ASTM F656 PURPLE PRIMER AND ASTM D2564 CEMENT.
3. ALL STORM SEWER PIPE OVER 18" IN DIAMETER SHALL BE RCP, CLASS III (MIN.), WITH FLEXIBLE WATERTIGHT JOINTS IN ACCORDANCE WITH ASTM C-361 OR PVC PIPE (ASTM D3034, SDR 35) INSTALLED IN ACCORDANCE WITH ASTM D2321, UNLESS OTHERWISE NOTED.
4. FLEXIBLE JOINTS AT STORM SEWER PIPE CONNECTIONS TO STRUCTURES:
   - 4.1. IN ACCORDANCE WITH MINNESOTA PLUMBING CODE, PROVIDE FLEXIBLE JOINTS AT ALL PIPE CONNECTIONS TO ALL STORM SEWER STRUCTURES.
   - 4.2. ACCEPTABLE MANUFACTURERS / PRODUCTS:
   - 4.3. FERNCO, "CONCRETE MANHOLE ADAPTORS" OR "LARGE-DIAMETER WATERSTOPS"
   - 4.4. PRESS-SEAL, WATERSTOP GROUTING RINGS" OR APPROVED EQUAI.
5. THE APPLICANT SHALL BE RESPONSIBLE FOR REPLACING ANY CONCRETE PAVEMENT WHICH IS DAMAGED OR REMOVED AS A RESULT OF THE PROPOSED WATER, SANITARY, STORM SEWER SERVICE INSTALLATION.
6. ALL EXISTING CASTINGS FOR STORM STRUCTURES WITHIN PROPOSED WORK AREAS THAT ARE WITHIN THE CITY RIGHT OF WAY SHALL BE REPLACED IN KIND.
7. CONTRACTOR SHALL PROVIDE TEMPORARY TRAFFIC CONTROL PLAN FOR UTILITY INSTALLATION. TRAFFIC CONTROL SHALL BE INSTALLED PRIOR TO PAVEMENT REMOVAL AND REMOVED AFTER REPLACEMENT OF PAVEMENT IS COMPLETED.
8. ALL MANHOLES, CATCH BASINS, STORM SEWER PIPES, DRAINTILE, AND OTHER POTENTIAL SOURCE FOR CONTAMINATION SHALL BE INSTALLED AT LEAST 10 FEET HORIZONTALLY FROM ANY WATERMAIN PER SECTION 609.6.1 MINNESOTA PLUMBING CODE. THIS ISOLATION DISTANCE SHALL BE MEASURED FROM THE OUTER EDGE OF THE PIPE TO THE OUTER EDGE OF THE CONTAMINATION SOURCE (OUTER EDGE OF STRUCTURES OR PIPING OR SIMILAR).
9. CONTRACTOR SHALL MAINTAIN DRAINAGE FROM EXISTING BUILDING AT ALL TIMES. PROVIDE TEMPORARY STORM SEWER (INCLUDING, BUT NOT LIMITED TO, CATCH BASINS, MANHOLES, PIPING, ETC.) AS REQUIRED. EXISTING STORM SEWER SHALL NOT BE REMOVED UNTIL TEMPORARY OR PERMANENT STORM SEWER IS INSTALLED AND FUNCTIONAL. COORDINATE ALL REMOVALS WITH APPROPRIATE TRADES (SITE UTILITY CONTRACTOR, MECHANICAL CONTRACTOR, ETC.) AS REQUIRED.

REV NO.	DATE	DESCRIPTION

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DWG FILE: UTILITY
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RESERVE AT VINEYARD MEADOW
City of Dayton, Hennepin County, MN

UTILITY PLAN

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C4

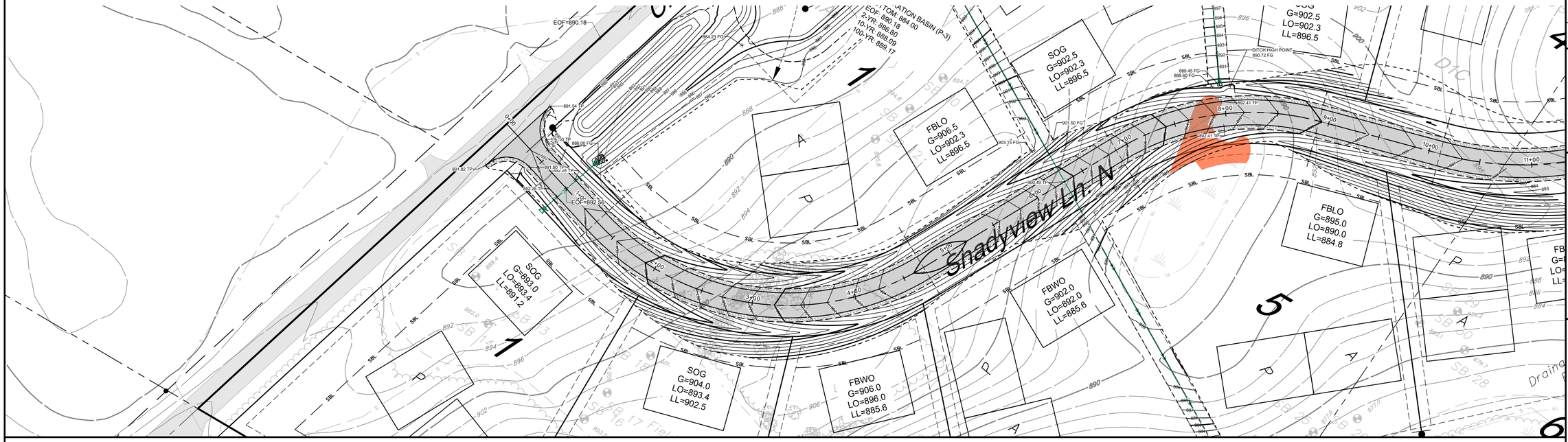
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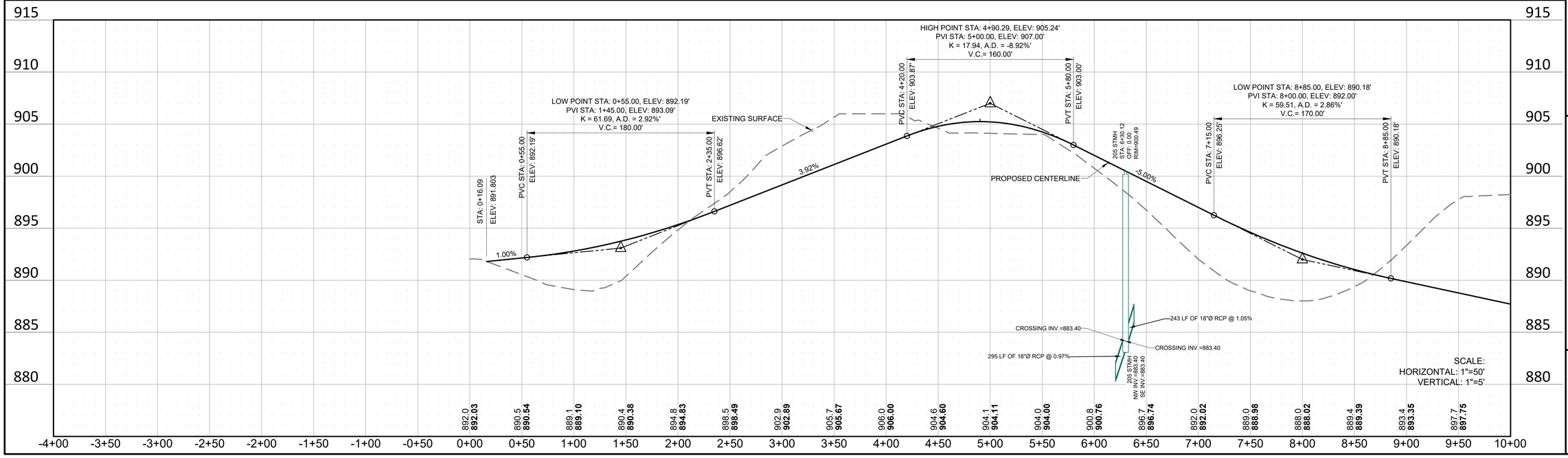
LEGEND:

- PROPOSED RIP RAP
- 984 — PROPOSED CONTOUR
- PROPOSED STORM SEWER
- DT — DT — PROPOSED WATER LINE
- PROPOSED CATCH BASIN
- PROPOSED FLARED END SECITON
- D — PROPOSED STORM MANHOLE

NORTH

0' 50' 100'
SCALE: 1"=50'





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RESERVE AT VINEYARD MEADOW
City of Dayton, Hennepin County, MN

SHADYVIEW LN N PLAN & PROFILE

SHEET NO.
C5

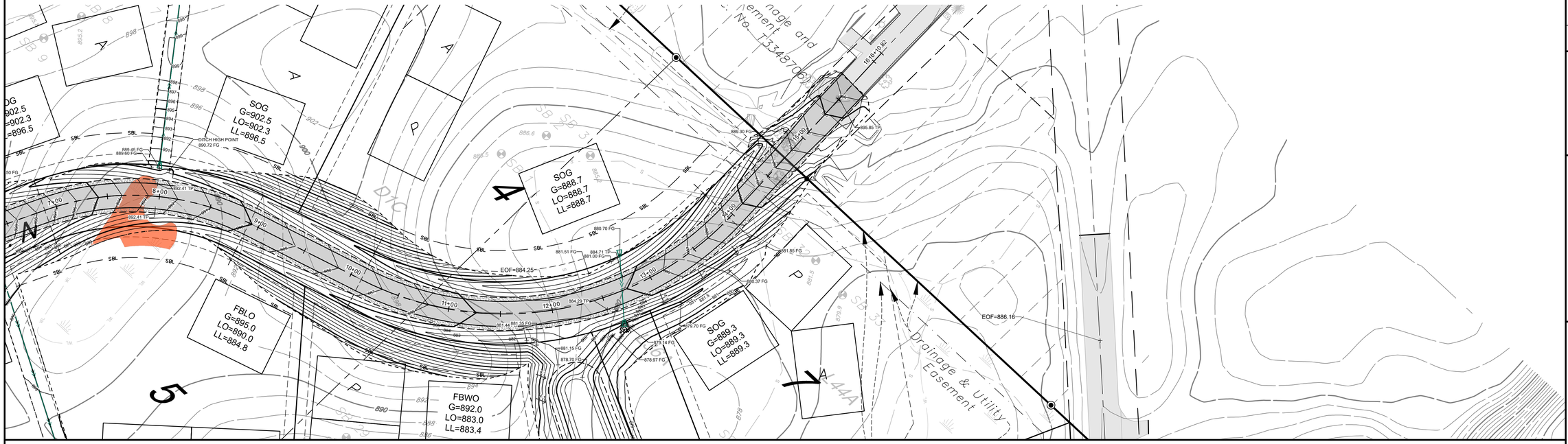
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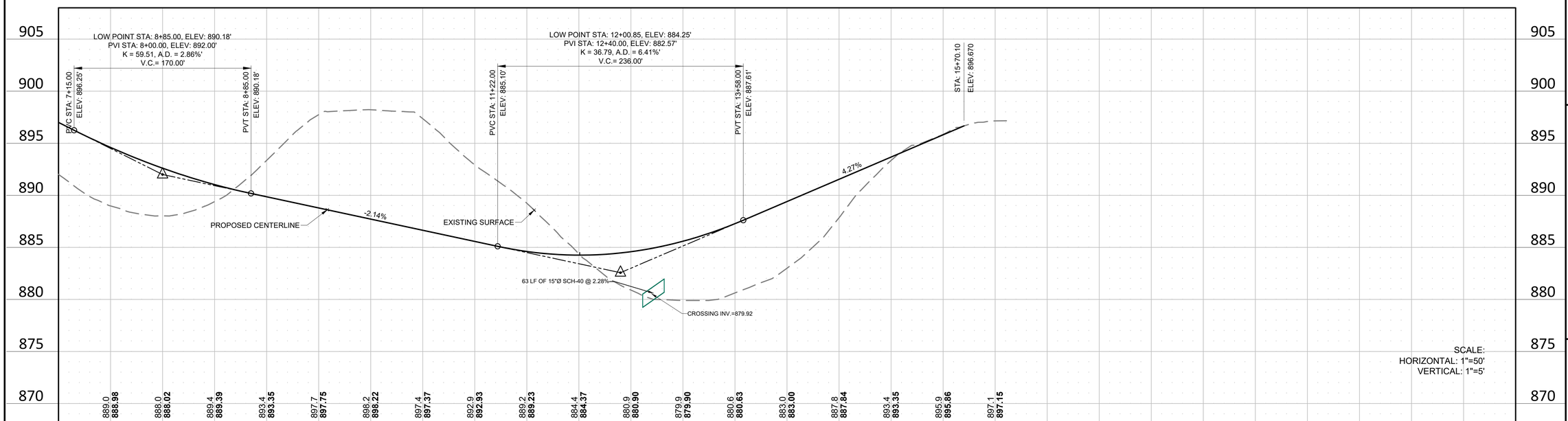
LEGEND:

- PROPOSED RIP RAP
- PROPOSED CONTOUR
- PROPOSED STORM SEWER
- PROPOSED WATER LINE
- PROPOSED CATCH BASIN
- PROPOSED FLARED END SECITON
- PROPOSED STORM MANHOLE

NORTH

0' 50' 100'
SCALE: 1"=50'





SCALE:
HORIZONTAL: 1"=50'
VERTICAL: 1"=5'

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RESERVE AT VINEYARD MEADOW
City of Dayton, Hennepin County, MN

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LEGEND:

- TEMPORARY ROCK CONSTRUCTION ENTRANCE
- EROSION CONTROL BLANKET (CAT. 20)
- SF — GRADING LIMITS AND PROPOSED TEMPORARY SILT FENCE
- FIBER-LOG ROLLS
- PROPOSED RIP RAP
- 984 — PROPOSED CONTOUR
- E.O.F. — EMERGENCY OVERFLOW
- TEMPORARY SEDIMENT FILTER- HIGH FLOW

EROSION CONTROL NOTES:

1. CONTRACTOR SHALL CONFINE CONSTRUCTION OPERATIONS TO THE CONSTRUCTION/GRADING LIMITS SHOWN.
2. ALL WORK SHALL CONFORM TO THE MINNESOTA POLLUTION CONTROL AGENCY'S STORM WATER PERMIT REQUIREMENTS. CONTRACTOR SHALL OBTAIN ALL PERMITS AND COMPLY WITH ALL PERMIT REQUIREMENTS.
3. THE SITE SOIL EROSION AND SEDIMENT CONTROL FACILITIES SHALL BE INSTALLED PRIOR TO ANY DEMOLITION OR GRADING OPERATIONS AND MAINTAINED TO CONFORM WITH THE STANDARDS SPECIFIED BY THE PERMIT.
4. CONTRACTOR SHALL INSPECT TEMPORARY EROSION CONTROL MEASURES ON THE ENTIRE SITE AT LEAST EVERY 7 DAYS AND WITHIN 24 HOURS OF ANY MEASURABLE RAINSTORM. DAMAGED SILT FENCE OR OTHER EROSION CONTROL DEVICES OR PRACTICES SHALL BE REPAIRED IMMEDIATELY. INSPECTION AND MAINTENANCE OF DEVICES SHALL CONTINUE UNTIL THE SITE HAS UNDERGONE FINAL STABILIZATION AND A NOTICE OF TERMINATION IS SUBMITTED TO THE MPCA.
5. ALL GRADING OPERATIONS SHALL BE CONDUCTED IN A MANNER TO MINIMIZE THE POTENTIAL FOR SITE EROSION.
6. THE SITE SOIL EROSION AND SEDIMENT CONTROL FACILITIES SHALL BE INSTALLED AND MAINTAINED TO CONFORM WITH THE STANDARDS SPECIFIED BY THE CITY OF DAYTON AND THE MPCA.
7. EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE DISTURBANCE OF ANY AREAS AND MAINTAINED UNTIL ALL TRIBUTARY DISTURBED AREAS ARE RESTORED.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL EROSION CONTROL MEASURES, INCLUDING SILT FENCE AND BALES, UPON ESTABLISHMENT OF PERMANENT VEGETATION IN SAID AREAS.
9. ALL SOILS TRACKED ONTO PAVEMENT OR ANY OTHER OFF-SITE AREA SHALL BE REMOVED DAILY.
10. THE SITE SEDIMENT CONTROL FACILITIES FOR THE PROJECT MUST BE INSTALLED PRIOR TO ANY GRADING OPERATION.
11. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE RESTORED AND VEGETATED AS SOON AS POSSIBLE. ANY FINISHED AREAS SHALL BE SEEDED AND MULCHED WITHIN 7 DAYS AFTER FINISHED GRADING IS COMPLETED IN ACCORDANCE TO MN/DOT 2575.
12. ALL DISTURBED AREAS SHALL BE REVEGETATED WITH MN/DOT SEED MIX, MULCHED, FERTILIZED & DISK ANCHORED, PER THE FOLLOWING SCHEDULE:

FERTILIZER 22-5-10:	350 LB/AC.
MULCH TYPE 3:	2 TONS/AC.

13. CONTRACTOR SHALL INSTALL TEMPORARY SEDIMENT BMP'S SHOWN AND NOT SHOWN ON PLANS DURING PHASING ON PROJECT TO COMPLY WITH MPCA, CITY INSPECTOR AND DEVELOPER REQUEST.

APPROXIMATE EROSION CONTROL DEVICES

• SILT FENCE:	10,717 LF
• BIOLOG:	1,319 LF
• ROCK CONSTRUCTION:	1 EACH
• EROSION CONTROL BLANKET (CAT. 20):	2,790 S.Y.
• RIP RAP (CLASS 3)	113 C.Y.

REV NO.	DATE	DESCRIPTION

DATE: 02/05/2026
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RESERVE AT VINEYARD MEADOW
City of Dayton, Hennepin County, MN

EROSION CONTROL PLAN

SHEET NO.
C7

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STORM WATER POLLUTION PREVENTION PLAN NARRATIVE:

GENERAL INFORMATION

THIS STORMWATER POLLUTION PREVENTION PLAN IS PREPARED IN ACCORDANCE TO THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT NO. MN R1000001 FOR STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY.
PROJECT NAME: RESERVE AT VINEYARD MEADOW
LOCATION: BROCKTON LN N & SHADYVIEW LN N, DAYTON, MN 55327
HENNEPIN COUNTY
LAT/LONG: 45.23693/-93.51371

DESCRIPTION OF CONSTRUCTION ACTIVITY:

DEVELOPMENT CONSISTS OF PAVING, GRADING, UTILITY INSTALLATION, AND TURF ESTABLISHMENT.

PROJECT CONTACTS

CHRISTIAN BUILDERS AND THE CONTRACTOR ARE RESPONSIBLE FOR IMPLEMENTATION OF THE SWPPP AND THE INSTALLATION, INSPECTION, AND MAINTENANCE OF THE EROSION PREVENTION AND SEDIMENT CONTROL BMP'S BEFORE AND DURING CONSTRUCTION.

SWPPP PREPARATION:
SWPPP PREPARER: DYLAN LANNES
-BOGART, PEDERSON & ASSOCIATES
TRAINING: ENGINEER IN TRAINING AND SWPPP DESIGNER (EXP 2026)
ADDRESS: 13076 FIRST STREET
BECKER, MN 53308
TELEPHONE: 763-262-8822
EMAIL; DLANNES@BOGART-PEDERSON,COM
OWNER:
OWNER CONTACT: CHAD CHRISTIAN
ADDRESS: 21000 ROGERS DRIVE, SUITE 110, ROGERS, MN 55374
TELEPHONE: (763)-234-7122
EMAIL; CHAD@CHRISTIANBUILDERS.COM

CONTRACTOR (TO BE FILLED OUT BY THE CONTRACTOR):
BUSINESS NAME _____
OWNER NAME _____
MAILING ADDRESS _____
CITY _____
TELEPHONE _____
EMAIL _____
CONTACT NAME _____
MAILING ADDRESS _____
CITY _____
TELEPHONE _____
EMAIL _____

ESTIMATED DATES OF CONSTRUCTION:

START DATE ___/___/____ (TO BE FILLED IN BY CONTRACTOR)
COMPLETION DATE ___/___/____ (TO BE FILLED IN BY CONTRACTOR)

PERMANENT STORMWATER DESIGN CALCULATIONS:

SEE THE STORM WATER MANAGEMENT REPORT FOR MORE INFORMATION. CONTACT BOGART, PEDERSON & ASSOCIATES FOR REPORT. PROPOSED FLOW RATE IS LIMITED THROUGH USE OF SWALES AND WET SEDIMENTATION BASIN & FILTRATION BASIN.
SOIL GROUP: A, A/D, B/D, C, C/D (PER WEB SOIL SURVEY)

DESCRIPTION OF EROSION CONTROL ACTIVITY:

EROSION CONTROL CONSISTS OF SILT FENCE PERIMETER CONTROL, TURF ESTABLISHMENT THROUGH SEEDING AND EROSION CONTROL BLANKET. AND ROCK CONSTRUCTION ENTRANCE PLACEMENT.

CUMULATIVE IMPERVIOUS SURFACES:

AREA OF DISTURBANCE:	4.14	ACRES
PRE-CONSTRUCTION IMPERVIOUS AREA:	0.55	ACRES (WETLAND AREAS)
POST CONSTRUCTION IMPERVIOUS AREA:	3.45	ACRES
NEW IMPERVIOUS AREA:	2.90	ACRES

RECEIVING WATERS:

STORM WATER FROM THIS SITE WILL BE DISCHARGED TO PROPOSED WET SEDIMENTATION BASIN & FILTRATION BASIN THEN TO THE EXISTING WETLAND.

PLANS AND SPECIFICATIONS

THE PLAN SHEETS OF THIS PLAN SET INDICATE THE FOLLOWING ITEMS:
- THE PROJECT LOCATION AND CONSTRUCTION LIMITS.
- LOCATIONS OF IMPERVIOUS SURFACES.
- LOCATIONS OF AREAS NOT TO BE DISTURBED (E.G., BUFFER ZONES, WETLANDS, ETC.).
- STEEP SLOPE LOCATIONS.
- LOCATIONS OF ALL TEMPORARY AND PERMANENT EROSION AND SEDIMENT CONTROL BMP'S TO BE INSTALLED ON THE PROJECT.
- THE DETAIL SHEETS INDICATE EROSION AND SEDIMENT CONTROL BMPS TO BE INSTALLED ON THE PROJECT.
- IF DEWATERING IS REQUIRED FOR THIS PROJECT, THE PUMP DISCHARGE SHALL BE TREATED PRIOR TO BEING DISCHARGED OFF-SITE OR INTO A SURFACE WATER. THE DISCHARGE SHALL BE VISUALLY CHECKED TO ENSURE THAT IT IS VISIBLY CLEAN WATER.

TEMPORARY SEDIMENT CONTROL PRACTICES

DOWN GRADIENT SILT FENCE AND SEDIMENT LOG INSTALLATIONS ARE TO BE INPLACE PRIOR TO THE COMMENCEMENT OF ANY EARTHWORK OPERATIONS.

TOPSOIL IS TO BE WINDROWED ALONG THE CONSTRUCTION LIMITS AND PLACED AS SLOPE DRESSING IMMEDIATELY FOLLOWING COMPLETION OF THE GRADING OPERATIONS, AS THE GRADING OPERATIONS PROCEED.

TOPSOIL PLACEMENT ALONG THE EMBANKMENT SLOPES THOUGH THE WETLANDS AREA IS TO BE SPREAD BY A LOW IMPACT CRAWLER TRACTOR OPERATING UP AND DOWN THE SLOPES SO AS TO PROVIDE TRACK PRINTS PARALLEL WITH THE CONTOURS.

INSTALLATION OF MN/DOT CATEGORY 20 EROSION CONTROL BLANKET ALONG THE EMBANKMENT SLOPES ADJACENT THE WETLANDS AREA.

ALL TEMPORARY SOILS STOCKPILES WILL REQUIRE AN EFFECTIVE MEANS OF SEDIMENT CONTROL SUCH AS AN EROSION CONTROL BLANKET COVERING OR SILT FENCE INSTALLATION ALONG THE TOE OF SLOPE.

ALL COMPLETED SWALES SLOPES AND BOTTOMS NOT DRAINING TOWARDS WETLAND AREAS ARE TO BE STABILIZED WITHIN 7 DAYS.

TEMPORARY STABILIZATION WILL BE REQUIRED IN AREAS WHERE GRADING OPERATIONS ARE SUSPENDED OR CEASED FOR A PERIOD OF 7 DAYS OR GREATER.

A ROCK CONSTRUCTION ENTRANCE FOR SEDIMENT CONTROL IS TO BE PROVIDED AT THE PROJECT ENTRANCE ON BROCKTON LN N.

STREET SWEEPING OF THE PAVED SURFACES SHALL BE REQUIRED AS DIRECTED BY THE ENGINEER.

TIMING OF EROSION CONTROL:

SILT FENCE AND SEDIMENT LOGS SHALL BE INSTALLED PRIOR TO CONSTRUCTION.

RIPRAP AND FILTER BLANKET SHALL BE PLACED AT THE OUTLETS WITHIN 24 HOURS OF THE OUTLET PLACEMENT.

GRADE TEMPORARY SEDIMENT BASIN PRIOR TO ANY ROAD AND HOUSE GRADING. ONCE GRADING OF THE PERMANENT SEDIMENT BASIN IS COMPLETE, THE TEMPORARY BASIN CAN BE REGRADED.

THE CONTRACTOR MUST STABILIZE ALL EXPOSED SOIL AREAS IMMEDIATELY FOLLOWING CONSTRUCTION WHEREVER CONSTRUCTION SHALL NOT OCCUR FOR A PERIOD GREATER THAN OR EQUAL TO 7 DAYS.

STABILIZATION WORK MUST BE COMPLETE WITHIN 7 CALENDAR DAYS AFTER THE CONSTRUCTION WORK IN THAT AREA HAS TEMPORARILY OR PERMANENTLY CEASED.

AREAS THAT ARE WITHIN 200 FT OF A PUBLIC WATER MUST BE STABILIZED WITHIN 24 HOURS OF COMPLETING CONSTRUCTION DURING PERIODS OF "WORK IN WATER RESTRICTIONS" FOR TIME PERIODS DECLARED BY THE DNR.

THE CONTRACTOR IS RESPONSIBLE TO MAINTAIN THE DISTURBED AREA UNTIL VEGETATION IN ESTABLISHED.

ONCE VEGETATION IS ESTABLISHED AND CONSTRUCTION IS COMPLETE, THE SILT FENCE AND ANY OTHER TEMPORARY EROSION CONTROL THAT IS NOT BIODEGRADABLE SHALL BE REMOVED.

STREET SWEEPING TO BE PROVIDED AS DIRECTED BY THE ENGINEER OR OWNER. THE CITY REQUIRES STREET SWEEPING TO OCCUR WITHIN 8 HOURS OF NOTICE FROM THE CITY.

APPLYING MULCH, HYDROMULCH, TACKIFIER, POLYACRYLAMIDE OR SIMILAR EROSION PREVENTION PRACTICES IS NOT ACCEPTABLE STABILIZATION IN ANY PART OF A TEMPORARY OR PERMANENT DRAINAGE DITCH OR SWALE. BLANKETS OR OTHER APPROVED, BY THE ENGINEER, METHOD SHALL BE USED.

INSPECTION AND MAINTENANCE ACTIVITIES

THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING AND SCHEDULING THE WORK OF ALL OPERATIONS, INCLUDING SUBCONTRACTORS AND UTILITY COMPANIES, SUCH THAT EROSION AND SEDIMENT CONTROL MEASURES ARE FULLY EXECUTED FOR EACH OPERATION AND IN A TIMELY MANNER OVER THE DURATION OF THE PROJECT. OPERATORS HAVE DAILY ACCESS TO THE PROJECT SITE. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR THE SWPPP IMPLEMENTATION UNTIL THE ENTIRE SITE HAS UNDERGONE FINAL STABILIZATION AND N.O.T HAS BEEN SUBMITTED TO THE MPCA.

THE CONTRACTOR IS TO PROVIDE A TRAINED INDIVIDUAL RESPONSIBLE FOR THE IMPLEMENTATION, INSPECTION AND MAINTENANCE OF THE EROSION AND SEDIMENT CONTROL BMPS ON THE PROJECT. THAT INDIVIDUAL IS TO BE IDENTIFIED AT THE PRE-CONSTRUCTION CONFERENCE AND LISTED IN THE MINUTES THEREOF.

THE APPOINTED INDIVIDUAL IS TO PERFORM A ROUTINE INSPECTION OF THE ENTIRE SITE AT LEAST ONCE EVERY SEVEN DAYS DURING CONSTRUCTION OPERATIONS AND WITHIN 24 HOURS AFTER A RAINFALL EVENT GREATER THAN 0.5 INCHES IN 24 HOURS. A RECORD OF ALL RAINFALL EVENTS ON SITE GREATER THAN 1/2 INCHES IN 24 HOURS SHALL BE AVAILABLE WITH THE INSPECTION FORMS.

A INSPECTION FORM SHALL BE PROVIDED BY THE CONTRACTOR. ANY DEFICIENCIES IN THE EROSION AND SEDIMENT CONTROL BMPS ARE TO BE NOTED ON THE INSPECTION FORM AND CORRECTED BY THE END OF THE NEXT BUSINESS DAY.

PERIMETER CONTROL DEVICES ARE TO BE REPAIRED OR REPLACED WHEN THEY ARE NO LONGER EFFECTIVE OR WHEN THE SEDIMENT REACHES ONE-HALF THE HEIGHT OF THE DEVICE.

DISCHARGE FROM DEWATERING AND BASIN DRAINING PRACTICES MUST BE VISUALLY CHECKED AND PHOTOGRAPHED AT THE BEGINNING AND AT LEAST ONCE EVERY 24 HOURS OF OPERATION TO ENSURE ADEQUATE TREATMENT HAS BEEN OBTAINED. PHOTOGRAPHS AND VISUAL INSPECTION RECORDS MUST BE RETAINED TO PROVIDE DOCUMENTATION OF PERMIT COMPLIANCE. DEWATERING DISCHARGES THAT ONLY LAST FOR MINUTES, AS OPPOSED TO HOURS, AND DO NOT REACH A SURFACE WATER, DO NOT REQUIRE PHOTOGRAPHS OR DOCUMENTATION.

TRAINING DOCUMENTATION:
SWPPP IMPLEMENTATION, REVISING, AMENDING, AND INSPECTING (TO BE FILLED IN BY THE CONTRACTOR)
NAME OF INDIVIDUAL
OVERSEEING & INSPECTING _____
DATE OF TRAINING _____
NAME OF INSTRUCTOR _____
ENTITY PROVIDING TRAINING _____
CONTENT OF TRAINING _____
TOTAL HOURS OF TRAINING _____

BMP INSTALLATION, MAINTENANCE, AND REPAIR (TO BE FILLED IN BY THE CONTRACTOR)
NAME OF INDIVIDUAL
OVERSEEING & INSPECTING _____
DATE OF TRAINING _____
NAME OF INSTRUCTOR _____
ENTITY PROVIDING TRAINING _____
CONTENT OF TRAINING _____
TOTAL HOURS OF TRAINING _____

POLLUTION PREVENTION

FERTILIZERS ARE TO BE APPLIED ONLY IN THE AMOUNTS AS SPECIFIED AND WORKED INTO THE SOIL TO MINIMIZE EXPOSURE TO STORMWATER RUNOFF.

ONSITE REFUELING OPERATIONS ARE TO BE CONDUCTED WITH CARE. ANY INADVERTENT SPILLAGE OF FUEL OR CHEMICALS IS TO BE IMMEDIATELY CLEANED UP, REMOVED FROM THE SITE AND DISPOSED OF IN ACCORDANCE TO STATE AND LOCAL REGULATIONS. MAJOR SPILLS ARE TO BE REPORTED TO THE MPCA 24 HOUR NOTIFICATION NETWORK AT 800 422 0798. ALL VEHICLES ON-SITE ARE TO BE MONITORED FOR LEAKS AND SUBJECT TO ROUTINE PREVENTIVE MAINTENANCE EFFORTS TO REDUCE THE LIKELIHOOD OF LEAKAGE AND OR SPILLS.

CONTRACTOR MUST POSITION PORTABLE TOILETS SO THEY ARE SECURE AND WILL NOT TIP OR BE KNOCKED OVER. CONTRACTOR MUST PROPERLY DISPOSE SANITARY WASTE BIWEEKLY, OR AS NEEDED.

CONCRETE BATCH TRUCKS SHALL NOT BE ALLOWED TO DISCHARGE DRUM AND CHUTE WASHOUT DIRECTLY ON THE GROUND. A PORTABLE WASHOUT RECEPTACLE IS TO BE PROVIDED BY THE CONTRACTOR AT THE LOCATION AS PROVIDED BY THE OWNER. A SIGN SHALL BE INSTALLED INDICATING THE LOCATION OF THE WASHOUT FACILITY.

FINAL STABILIZATION

FINAL STABILIZATION OCCURS WHEN 70 PERCENT OF THE PERVIOUS AREA IS COVERED WITH UNIFORM, PERMANENT VEGETATION.

ALL TEMPORARY EROSION AND SEDIMENT CONTROL FEATURES ARE TO BE REMOVED AND THE NPDES NOTICE OF TERMINATION IS TO BE PREPARED AND SUBMITTED TO THE MPCA.

LOCATION OF SWPPP REQUIREMENTS IN PROJECT PLAN

DESCRIPTION	TITLE	LOCATION
EROSION CONTROL DETAILS	CONSTRUCTION DETAILS	C9-11
EROSION CONTROL LOCATIONS	EROSION CONTROL LOCATIONS	C7

24 HOUR MPCA EMERGENCY NOTIFICATION:
TELEPHONE NUMBERS: 651-649-5451 OR 800-422-0798

ESTIMATED QUANTITIES:

THE FOLLOWING QUANITITES IS AN ESTIMATED PRELIMINARY AMOUNT REQUIRED FOR SEDIMENT CONTROL BMP'S AT THE START OF THE PROJECT. THIS ESTIMATE IS PROVIDED AS REQUIRED BY THE MINNESOTA POLLUTION CONTROL AGENCY GENERAL STORMWATER PERMIT FOR CONSTRUCTION ACTIVITY. ANY ADDITIONAL AND/OR REPLACEMENT BMP'S QUANTITIES SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.

ESTIMATED PRELIMINARY QUANTITIES AT START OF PROJECT:

ITEM	UNIT	ESTIMATED INITIAL QUANTITY
TEMPORARY CONSTRUCTION ENTRANCE	EA	1
TEMPORARY SEDIMENT FILTER	EA	2
TEMPORARY CONCRETE WASHOUT	EA	1
TEMPORARY PUMP SEDIMENT CONTROL DEVICE	EA	X
TEMPORARY SEDIMENT LOGS	LF	1,319
TEMPORARY SILT FENCE	LF	10,717
EROSION CONTROL BLANKET (CAT. 20)	SY	2,790

TEMPORARY EROSION AND SEDIMENT CONTROL SPECIFICATIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. PREVENTION OF SEDIMENTATION OF WATERWAYS, OPEN DRAINAGE WAYS, AND STORM AND SANITARY SEWERS DUE TO CONSTRUCTION ACTIVITIES.

1.02 REFERENCE STANDARDS

A. GENERAL PERMIT AUTHORIZATION TO DISCHARGE STORM WATER ASSOCIATED WITH CONSTRUCTION ACTIVITY UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM. MINNESOTA PERMIT NO: MN R100001.

1.03 PERFORMANCE REQUIREMENTS

A. COMPLY WITH ALL REQUIREMENTS OF THE MINNESOTA POLLUTION CONTROL AGENCY FOR EROSION AND SEDIMENT CONTROL.

B. DO NOT BEGIN CLEARING, GRADING, OR OTHER WORK INVOLVING DISTURBANCE OF GROUND SURFACE COVER UNTIL APPLICABLE PERMITS HAVE BEEN OBTAINED; FURNISH ALL DOCUMENTATION REQUIRED TO OBTAIN APPLICABLE PERMITS.
1. OBTAIN AND PAY FOR PERMITS REQUIRED BY AUTHORITY HAVING JURISDICTION.

C. TIMING: PUT PREVENTIVE MEASURES IN PLACE PRIOR TO DISTURBANCE OF SURFACE COVER AND BEFORE PRECIPITATION OCCURS.

D. EROSION OFF SITE: PREVENT EROSION OF SOIL AND DEPOSITION OF SEDIMENT ON OTHER PROPERTIES CAUSED BY WATER LEAVING THE PROJECT SITE DUE TO CONSTRUCTION ACTIVITIES FOR THIS PROJECT.
1. PREVENT TRACKING OF MUD ONTO PUBLIC ROADS OUTSIDE SITE.
2. PREVENT MUD AND SEDIMENT FROM FLOWING ONTO PAVEMENTS.

E. SEDIMENTATION OF WATERWAYS OFF SITE: PREVENT SEDIMENTATION OF WATERWAYS OFF THE PROJECT SITE, INCLUDING RIVERS, STREAMS, LAKES, PONDS, OPEN DRAINAGE WAYS, STORM SEWERS, AND SANITARY SEWERS.
1. IF SEDIMENTATION OCCURS, INSTALL OR CORRECT PREVENTIVE MEASURES IMMEDIATELY AT NO COST TO OWNER; REMOVE DEPOSITED SEDIMENTS; COMPLY WITH REQUIREMENTS OF AUTHORITIES HAVING JURISDICTION.

F. MAINTENANCE: MAINTAIN TEMPORARY PREVENTIVE MEASURES UNTIL PERMANENT MEASURES HAVE BEEN ESTABLISHED.

PART 2 PRODUCTS

2.01 MATERIALS

A. TEMPORARY SILT FENCE: WOVEN POLYPROPYLENE GEOTEXTILE RESISTANT TO COMMON SOIL CHEMICALS, MILDEW, AND INSECTS; NON-BIODEGRADABLE; IN LONGEST LENGTHS POSSIBLE; FABRIC INCLUDING SEAMS WITH THE FOLLOWING MINIMUM AVERAGE ROLL LENGTHS:
1. AVERAGE OPENING SIZE: 20 U.S. STD. SIEVE, MAXIMUM, WHEN TESTED IN ACCORDANCE WITH ASTM D4751.
2. PERMITTIVITY: 0.05 SEC^-1, MINIMUM, WHEN TESTED IN ACCORDANCE WITH ASTM D4491.
3. ULTRAVIOLET RESISTANCE: RETAINING AT LEAST 70 PERCENT OF TENSILE STRENGTH, WHEN TESTED IN ACCORDANCE WITH ASTM D4355/D4355M AFTER 500 HOURS EXPOSURE.
4. TENSILE STRENGTH: 100 LB-F, MINIMUM, IN CROSS-MACHINE DIRECTION; 124 LB-F, MINIMUM, IN MACHINE DIRECTION; WHEN TESTED IN ACCORDANCE WITH ASTM D4632.
5. ELONGATION: 15 TO 30 PERCENT, WHEN TESTED IN ACCORDANCE WITH ASTM D4632.
6. TEAR STRENGTH: 55 LB-F, MINIMUM, WHEN TESTED IN ACCORDANCE WITH ASTM D4533.
7. COLOR: MANUFACTURER'S STANDARD, WITH EMBEDMENT AND FASTENER LINES PREPRINTED.
8. SILT FENCE POSTS: ONE OF THE FOLLOWING, MINIMUM 5 FEET LONG:
a. STEEL U- OR T-SECTION, WITH MINIMUM MASS OF 1.33 LB PER LINEAR FOOT.
b. SOFTWOOD, 4 BY 4 INCHES IN CROSS SECTION.
c. HARDWOOD, 2 BY 2 INCHES IN CROSS SECTION.

B. TEMPORARY SEDIMENT LOGS: FILTER LOGS SHALL CONSIST OF TYPE WOOD FIBER BIOROLLS AND THE REQUIREMENTS OF MNDOT SPEC. 3897.
1. SHALL BE ONE OF THE FOLLOWING.
a. SHALL BE SILTSOXX PERIMETER CONTROL BY FILTREXX, INC., OR EQUAL.

C. TEMPORARY SEDIMENT FILTER.
1. SHALL BE ONE OF THE FOLLOWING.
a. DROP-IN SEDIMENT FILTER UNIT THAT INSERTS INTO THE INLET.
1) SHALL BE FLEXSTORM PURE: PERMANENT INLET FILTER BY ADS, INC., OR EQUAL.
(a)PROVIDE CURB OPENING PROTECTION FOR EXISTING INLETS WITH CURB OPENINGS.

D. TEMPORARY ROCK CONSTRUCTION ENTRANCE.
1. ROCK SHALL BE CLEAN 1 TO 2 INCH WASHED ROCK.

E. TEMPORARY SLOPE EROSION PROTECTION.
1. SHALL BE ONE OF THE FOLLOWING.
a. EROSION CONTROL BLANKET.
1) SHALL CONSIST OF A UNIFORM WEB OF INTERLOCKING STRAW OR WOOD FIBERS SANDWICHED BETWEEN AN ATTACHED TOP AND BOTTOM LAYER OF NET BACKING.
2) THE NETTING SHALL BE BIODEGRADABLE CONTAINING SUFFICIENT UV STABILIZATION FOR BREAKDOWN TO OCCUR WITHIN A NORMAL GROWING SEASON.
3) STAPLES USED TO ANCHOR THE BLANKETS SHALL BE U-SHAPED, 11 GAUGE OR HEAVIER STEEL WIRE HAVING A SPAN WIDTH OF 1 INCH AND A LENGTH OF 8 INCHES OR MORE FROM TOP TO BOTTOM AFTER BENDING.
4) THE EROSION CONTROL BLANKETS ACCEPTABLE FOR USE ON THIS PROJECT INCLUDE:
(a)GEO-SYNTHETICS, INC., - LANDLOK 52.
(b)NORTH AMERICAN GREEN - S150.
(c)OR EQUAL.
b. BONDED FIBER MATRIX.
1) THE FIBERS SHALL BE COMPOSED OF 100% WOOD OR WOOD BY-PRODUCTS. A MINIMUM OF 25% OF THE FIBERS SHALL AVERAGE 10.16 MM (0.4 INCHES) IN LENGTH AND 50% OR MORE SHALL BE RETAINED ON A CLARK FIBER CLASSIFIER 24 MESH SCREEN. FIBERS SHALL BE COLORED WITH A WATER SOLUBLE, NON-TOXIC DYE, TO AID IN UNIFORM APPLICATION OVER THE SITE.
2) THE BINDER SHALL BE A HYDRO COLLOID BASED (GUAR GUM) WITH ADDED SLOW-RELEASE AND AGRICULTURAL BASED FERTILIZERS. THE BINDER SHALL NOT DISSOLVE OR DISPERSE UPON REWETTING.
3) THE BFM SLURRY SHALL DRY TO FORM A CRUST APPROXIMATELY 3-6 MM (1/8 TO 1/4 INCHES) THICK ADHERING TO THE SOIL SURFACE.
4) THE MOISTURE CONTENT OF THE MATRIX SHALL BE 12% +/- 3% BY WEIGHT.
5) THE MATRIX SHALL CONSIST OF MATERIALS THAT ARE 100% BIODEGRADABLE AND 100% BENEFICIAL TO PLANT LIFE.
6) THE MATRIX SHALL PROVIDE 100% CONTINUOUS COVERAGE AND SHALL HAVE NO HOLES GREATER THAN 1MM IN SIZE.
7) THE HYDRATED MIXTURE DENSITY SHALL BE APPROXIMATED BY A SLUMP TEST PRIOR TO APPLICATION.
8) THE BFM MULCH: WATER RATIO SHALL BE AS MANUFACTURER RECOMMENDATIONS. THE MINIMUM BFM MULCH TO WATER RATIO IS 50LBS BFM MULCH AND 100 GALLONS WATER. THE WATER RATE SHALL VARY BETWEEN 100 GALLONS AND 125 GALLONS PER 50LBS, DEPENDING ON WHICH OF THE PRODUCTS IS USED.
9) THE BONDED FIBER MATRIX MULCH PRODUCTS ACCEPTABLE FOR USE ON THIS PROJECT INCLUDE.
(a)ECOAEGIS - MANUFACTURED BY CANFOR.
(b)SOIL GUARD - MANUFACTURED BY MAT, INC.
(c)CONWED 3000 - MANUFACTURED BY CONWED FIBERS, INC.

F. TEMPORARY PUMPED SEDIMENT CONTROL DEVICE.
1. NON-WOVEN GEOTEXTILE FABRIC SEWN INTO A BAG USING A DOUBLE NEEDLE MACHINE AND HIGH STRENGTH THREAD.
a. SEAMS SHALL HAVE AN AVERAGE WIDTH STRENGTH OF 60LB/INCH AS PER ASTM D4883 AND MEET OR EXCEED THE FOLLOWING.
1) GRAB TENSILE OF 205 LBS AS PER ASTM D 4632.
2) PUNCTURE OF 110 LBS AS PER ASTM D 4833.
3) FLOW RATE OF 95 GAL/MIN/SF AS PER ASTM D 4491.
4) PERMITTIVITY OF 1.5 SEC-1 AS PER ASTM D 4491.
5) MULLEN BURST STRENGTH OF 350 PSI AS PER ASTM D 3786.
6) AOS% OF 80% US SIEVE AS PER ASTM D 4751.
2. SPOUT LARGE ENOUGH TO ACCOMMODATE A 4 INCH DISCHARGE HOSE WITH STRAP TO TIE UNIT CLOSED.
3. SHALL BE ONE OF THE FOLLOWING.
a. DIRTBAG.
1) ACF ENVIRONMENTAL, INC., 2831 CARDWELL ROAD, RICHMOND, VIRGINIA 23234, 800-448-3636.
b. DANDY DEWATERING BAG.
1) DANDY PRODUCTS, INC., P.O. BOX 1980, WESTERVILLE, OHIO 43086, 800-591-2284.
c. OR EQUAL.

PART 3 EXECUTION

3.01 PREPARATION

A. SCHEDULE WORK SO THAT SOIL SURFACES ARE LEFT EXPOSED FOR THE MINIMUM AMOUNT OF TIME.

B. THE CONSTRUCTION SITE OPERATOR SHALL FOLLOW ALL REQUIREMENTS OF THE MINNESOTA STORMWATER PERMIT NO. MN R100001.

C. THE CONTRACTOR SHALL COMPLETE AND SIGN THE NOTICE OF INTENT, OBTAIN THE OWNER'S SIGNATURE, AND SUBMIT TO THE MPCA.
1. PROVIDE A SIGNED COPY TO THE OWNER.

3.03 INSTALLATION

A. TEMPORARY ROCK CONSTRUCTION ENTRANCE.
1. THE ROCK AREA SHALL BE A MINIMUM OF 6 INCHES DEEP, EXTEND THE FULL WIDTH OF THE EGRESS AREA AND SHALL BE AT LEAST 50FT LONG, HOWEVER, LONGER ENTRANCES MAY BE REQUIRED TO ADEQUATELY CLEAN THE TIRES.
2. GEOTEXTILE FABRIC MAY BE USED TO PREVENT MIGRATION OF MUD FROM THE UNDERLYING SOIL INTO THE ROCK.

B. TEMPORARY SILT FENCES:
1. STORE AND HANDLE FABRIC IN ACCORDANCE WITH ASTM D4873.
2. USE NOMINAL 30 INCH HIGH BARRIERS, MINIMUM 60 INCH LONG POSTS SPACED AT 6 FEET MAXIMUM SPACING.
3. EMBED BOTTOM OF FABRIC IN A TRENCH ON THE UPSLOPE SIDE OF FENCE, WITH 6 INCHES OF FABRIC LAID FLAT ON BOTTOM OF TRENCH FACING UPSLOPE; BACKFILL TRENCH AND COMPACT.
4. MINIMUM POST EMBEDMENT.
a. STEEL POST = 24 INCHES, MINIMUM.
b. WOOD POST = 18 INCHES, MINIMUM.
5. DO NOT SPLICE FABRIC WIDTH; MINIMIZE SPLICES IN FABRIC LENGTH; SPLICE AT POST ONLY, OVERLAPPING AT LEAST 18 INCHES, WITH EXTRA POST.
6. FASTEN FABRIC TO WOOD POSTS USING ONE OF THE FOLLOWING:
a. FOUR NAILS PER POST WITH 3/4 INCH DIAMETER FLAT OR BUTTON HEAD, 1 INCH LONG, AND 14 GAGE, 0.083 INCH SHANK DIAMETER.
b. FIVE STAPLES PER POST WITH AT LEAST 17 GAGE, 0.0453 INCH WIRE, 3/4 INCH CROWN WIDTH AND 1/2 INCH LONG LEGS.
7. FASTEN FABRIC TO STEEL POSTS USING WIRE, NYLON CORD, OR INTEGRAL POCKETS.

C. TEMPORARY SEDIMENT LOGS:
1. PERIMETER CONTROL SHOULD BE INSTALLED PARALLEL TO THE BASE OF THE SLOPE OR OTHER DISTURBED AREA.
2. STAKES SHOULD BE INSTALLED THROUGH THE MIDDLE OF THE PERIMETER CONTROL ON 10 FT CENTERS, USING 2 IN BY 2 IN BY
3 FT WOODEN STAKES. IN THE EVENT STAKING IS NOT POSSIBLE, I.E., WHEN PERIMETER CONTROL IS USED ON PAVEMENT, HEAVY CONCRETE BLOCKS SHALL BE USED BEHIND THE PERIMETER CONTROL TO HELP STABILIZE DURING RAIN EVENTS.

D. TEMPORARY SEDIMENT FILTERS.
1. DROP-IN SEDIMENT TRAP.
a. PLACE AS RECOMMENDED BY THE MANUFACTURER.

E. TEMPORARY PUMPED SEDIMENT CONTROL DEVICE.
1. INSTALL AS PER MANUFACTURER'S RECOMMENDATIONS.

F. TEMPORARY SLOPE EROSION PROTECTION.
1. PLACE AT ANY AND ALL FINISH SLOPES THAT ARE STEEPER THAN 10H:1V.
2. SEED AND FERTILIZE PER SPECIFICATION 32 9219 PRIOR TO INSTALLING TEMPORARY SLOPE EROSION PROTECTION.
3. BONDED FIBER MATRIX.
a. INSTALL THE BFM AS PER THE MANUFACTURER'S INSTRUCTIONS WITH THE FOLLOWING MINIMUM GUIDELINES.
1) THE BFM SHALL BE APPLIED WITH HYDRAULIC SPRAY EQUIPMENT BY A MANUFACTURER'S CERTIFIED APPLICATOR.
2) APPLICATION SHALL BE DONE AT LEAST 24 HOURS IN ADVANCE OF PROJECTED RAINFALL TO ALLOW THE BFM MULCH ADEQUATE TIME TO DRY.
3) THE BFM MULCH SHALL BE APPLIED IN TWO STAGES (ONE-HALF RATE) WITH AMPLE TIME TO DEWATER THE FIRST APPLICATION.
4) THE BFM MULCH SHALL BE APPLIED FROM AT LEAST TWO ALTERNATE DIRECTIONS, PREFERABLY 90 DEGREES APART, IF POSSIBLE, TO ENSURE ALL SOIL FACES ARE COVERED.
5) THE INSTALLATION RATE OF THE BFM MULCH SHALL BE 3500 LBS PER ACRE, MINIMUM AND 100% COVERAGE.
4. EROSION CONTROL BLANKET.
a. INSTALL AS PER MANUFACTURER'S RECOMMENDATIONS.

3.04 MAINTENANCE

A. INSPECT PREVENTIVE MEASURES WEEKLY, WITHIN 24 HOURS AFTER THE END OF ANY STORM THAT PRODUCES 0.5 INCHES OR MORE RAINFALL AT THE PROJECT SITE, AND DAILY DURING PROLONGED RAINFALL.

B. REPAIR DEFICIENCIES IMMEDIATELY.

C. TEMPORARY SILT FENCES:
1. PROMPTLY REPLACE FABRIC THAT DETERIORATES UNLESS NEED FOR FENCE HAS PASSED.
2. REMOVE SILT DEPOSITS THAT EXCEED ONE-THIRD OF THE HEIGHT OF THE FENCE.
3. REPAIR FENCES THAT ARE UNDERCUT BY RUNOFF OR OTHERWISE DAMAGED, WHETHER BY RUNOFF OR OTHER CAUSES.

D. TEMPORARY CONSTRUCTION EXIT.
1. PERIODIC ADDITION OF ROCK, OR REMOVAL AND REPLACEMENT OF PAD SHALL BE PROVIDED AS VOIDS BECOME FILLED WITH SOIL.

E. TEMPORARY PUMPED SEDIMENT CONTROL DEVICE.
1. REPLACE THE UNIT WHEN 1/2 FULL OF SEDIMENT OR WHEN SEDIMENT HAS REDUCED THE FLOW RATE OF THE PUMP DISCHARGE TO AN IMPRACTICAL RATE.

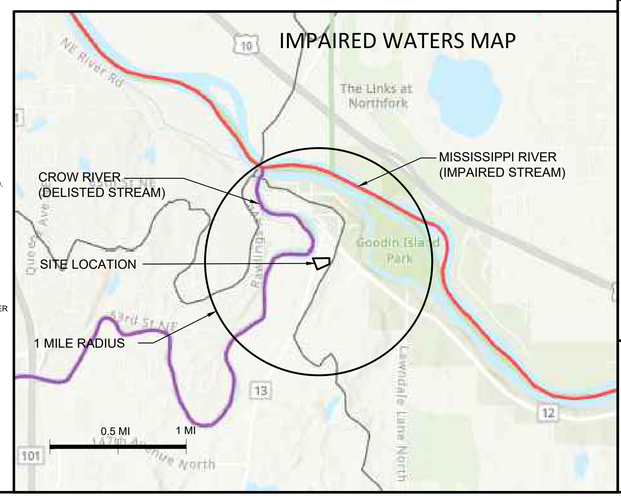
F. PLACE SEDIMENT IN APPROPRIATE LOCATIONS ON SITE; DO NOT REMOVE FROM SITE.

3.05 CLEAN UP

A. REMOVE TEMPORARY MEASURE AFTER PERMANENT VEGETATION HAS BEEN ESTABLISHED.

B. WHERE REMOVAL OF TEMPORARY MEASURES WOULD LEAVE EXPOSED SOIL, SHAPE SURFACE TO AN ACCEPTABLE GRADE AND FINISH TO MATCH ADJACENT GROUND SURFACES.

END OF SECTION



DESCRIPTION | DATE | REV NO.

DATE: 02/05/2026
DESIGN BY: DML
DRAWN BY: DML
CHECKED BY: CJD
DWG FILE: SWPPP
FILE NO.: 25-0232.00

NOT FOR CONSTRUCTION

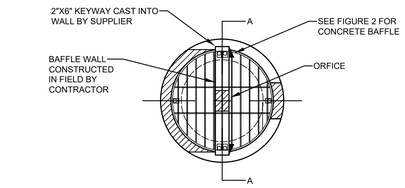
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ARCHITECTS ▪ ENGINEERS ▪ SCIENTISTS ▪ SURVEYORS

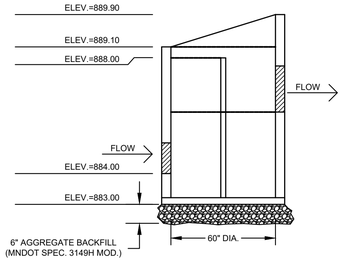
RESERVE AT VINEYARD MEADOW
City of Dayton, Hennepin County, MN

SWPPP NARRATIVE

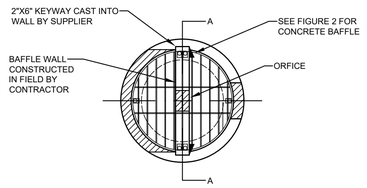
SHEET NO.
C8

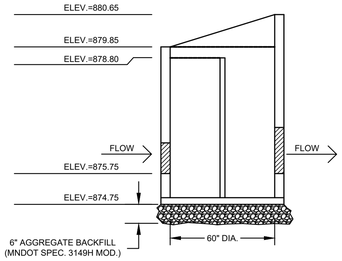
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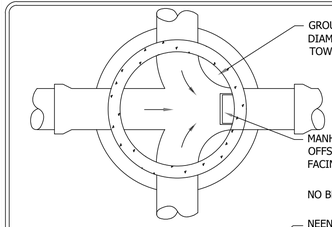


STORMWATER CONTROL STRUCTURE - 204 OCS
N.T.S.



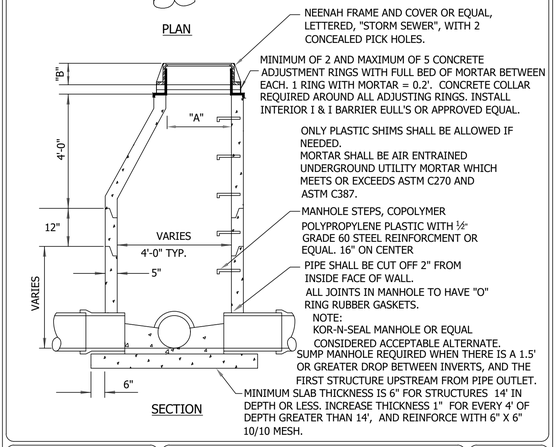


STORMWATER CONTROL STRUCTURE - 212 OCS
N.T.S.



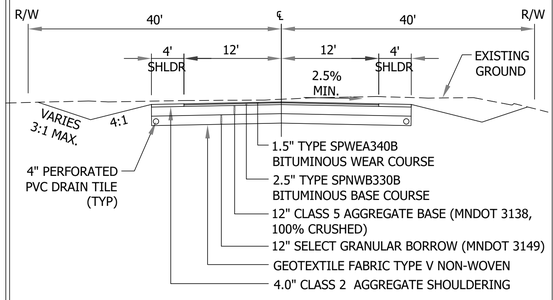
CASTING	A	B
R1642	27"	7"

PLAN



SECTION

	STORM SEWER MANHOLE	LAST REVISION: OCT 2024 PLATE NO. STO-01



TYPICAL SECTION

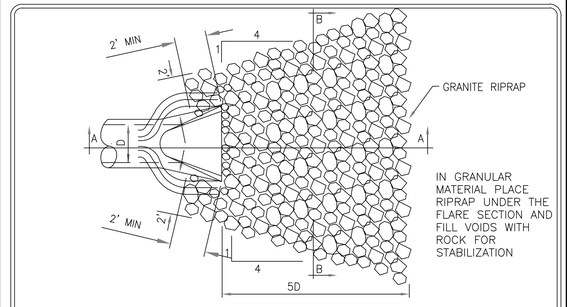
NOTE:
1. TYPICAL SECTION SHOWN IS THE MINIMUM COLLECTOR STREET REQUIREMENT. SEE SPECIFICATIONS FOR PROJECT SPECIFIC DETAILS.
2. PVC DRAINTILE SHALL BE INSTALLED BEHIND CURB. DRAINTILE TO BE INSTALLED AS REQUIRED TO ADEQUATELY DRAIN ALL SELECT GRANULAR FILL AREAS.
3. STREET SHALL BE DESIGNED FOR A 40 MPH DESIGN SPEED WITH MINIMUM 0.60% AND MAXIMUM 6.00% GRADE.
4. THE CITY RESERVES THE RIGHT TO INCREASE THE STREET SECTION AND ADD DRAINTILE BASED ON SOIL CONDITIONS.
6. WEARING COURSES MAY HAVE A MAXIMUM OF 10% RECYCLED ASPHALT PAVEMENT (RAP). NO RECYCLED ASPHALT SHINGLES (RAS) ALLOWED IN WEARING COURSES.
7. NON-WEARING COURSES MAY HAVE A MAXIMUM OF 20% RECYCLED ASPHALT PAVEMENT (RAP).

	RURAL COLLECTOR STREET SECTION W/ AGGREGATE SHOULDER	LAST REVISION: OCT 2024 PLATE NO. STR-06A

REV NO.	DATE	DESCRIPTION

DATE: 02/05/2026
DESIGN BY: DML
DRAWN BY: DML
CHECKED BY: CJD
DWG FILE: DETAILS
FILE NO.: 25-0232.00

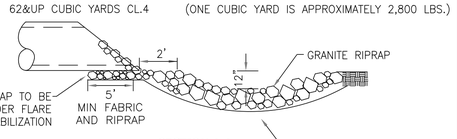
NOT FOR CONSTRUCTION



PLAN

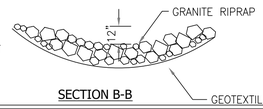
RIPRAP REQUIREMENTS		
12" TO 18"	8–10 CUBIC YARDS	CL.3
21" TO 27"	12–14 CUBIC YARDS	CL.3
30" TO 36"	16–24 CUBIC YARDS	CL.3
42" TO 48"	30–38 CUBIC YARDS	CL.3
54" AND UP	62&UP CUBIC YARDS	CL.4

(ONE CUBIC YARD IS APPROXIMATELY 2,800 LBS.)



SECTION A-A

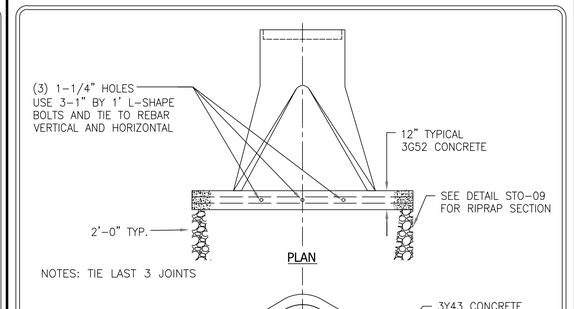
NOTES:
1. FILTER BLANKET REQUIRED UNDER RIPRAP OR 2 LAYERS OF 500X MIRAFI FABRIC OR EQUAL.
2. ONLY GRANITE RIPRAP TO BE USED AT OUTLETS.
3. GRADE A SWALE ADJACENT TO BOTH SIDES OF PIPE TO DIRECT WATER AWAY FROM FES.



SECTION B-B

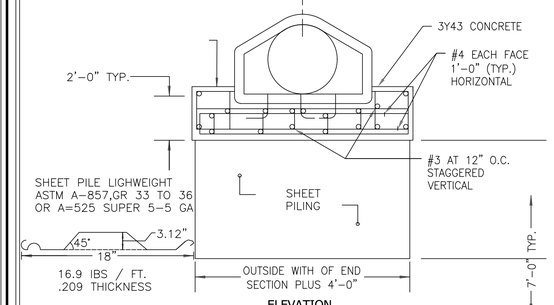
IN GRANULAR MATERIAL PLACE RIPRAP UNDER THE FLARE SECTION AND FILL VOIDS WITH ROCK FOR STABILIZATION

	RIPRAP AT OUTLETS	LAST REVISION: OCT 2024 PLATE NO. STO-09



PLAN

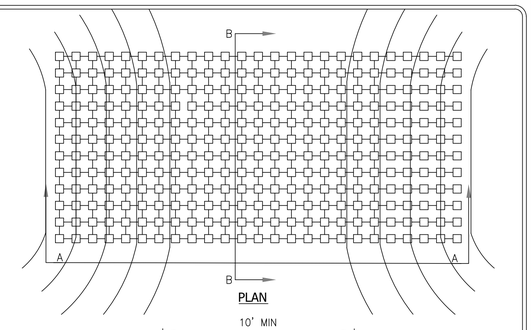
NOTES: TIE LAST 3 JOINTS



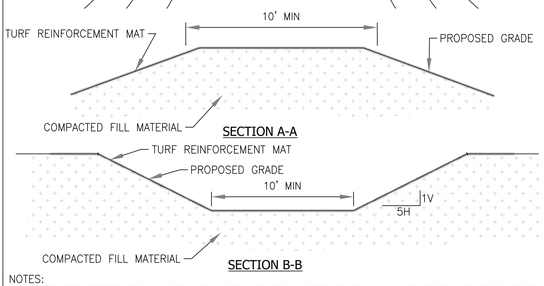
ELEVATION

NOTES:
1. FLARED END SECTION 21" IN DIAMETER OR LARGER (TYP.) TRASH GUARDS WILL BE GALVANIZED. SEE DETAIL STO-08.
2. BRING CONCRETE HEADWALL UP TO A POINT THAT WILL NOT HINDER THE OPERATION OF THE TRASH GUARD.

	STORM SEWER PILING & CONCRETE END SECTION	LAST REVISION: OCT 2024 PLATE NO. STO-09A



PLAN

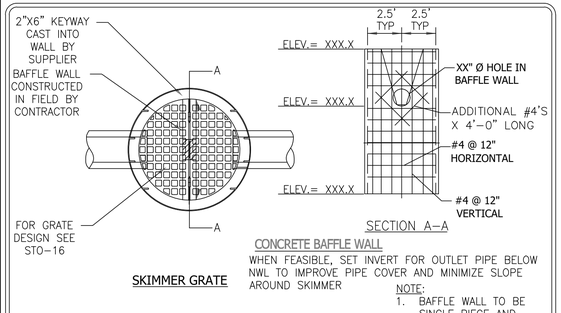


SECTION A-A

SECTION B-B

NOTES:
1. TURF REINFORCEMENT MAT TO BE INSTALLED TO WATER LEVEL ON INLET SIDE AND DISCHARGE ELEVATION ON OUTLET SIDE.
2. TURF REINFORCEMENT MAT SHALL BE MNDOT ROLLED EROSION PREVENTION PRODUCT – CATEGORY 76, SLOPETAME3 BY INVISIBLE STRUCTURES, OR CITY APPROVED EQUAL AND INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.

	TYPICAL POND EOF	LAST REVISION: OCT 2024 PLATE NO. STO-10

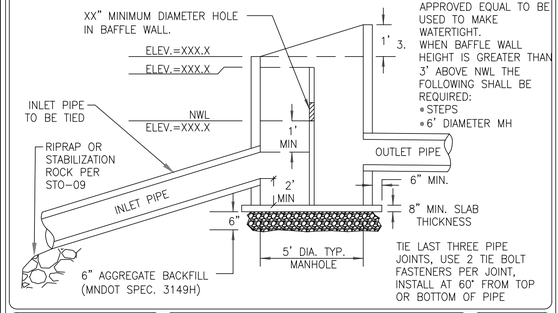


SECTION A–A

SKIMMER GRATE

CONCRETE BAFFLE WALL
WHEN FEASIBLE, SET INVERT FOR OUTLET PIPE BELOW NWL TO IMPROVE PIPE COVER AND MINIMIZE SLOPE AROUND SKIMMER

NOTE:
1. BAFFLE WALL TO BE SINGLE PIECE AND WATERTIGHT.
2. SIKAFLEX SEALANT OR APPROVED EQUAL TO BE USED TO MAKE WATERTIGHT.
3. WHEN BAFFLE WALL HEIGHT IS GREATER THAN 3' ABOVE NWL THE FOLLOWING SHALL BE REQUIRED:
   • STEPS
   • 6' DIAMETER MH



TIE LAST THREE PIPE JOINTS, USE 2 TIE BOLT FASTENERS PER JOINT, INSTALL AT 60° FROM TOP OR BOTTOM OF PIPE

	STORM SEWER SKIMMER STRUCTURE WITH CONCRETE BAFFLE WALL	LAST REVISION: OCT 2024 PLATE NO. STO-16

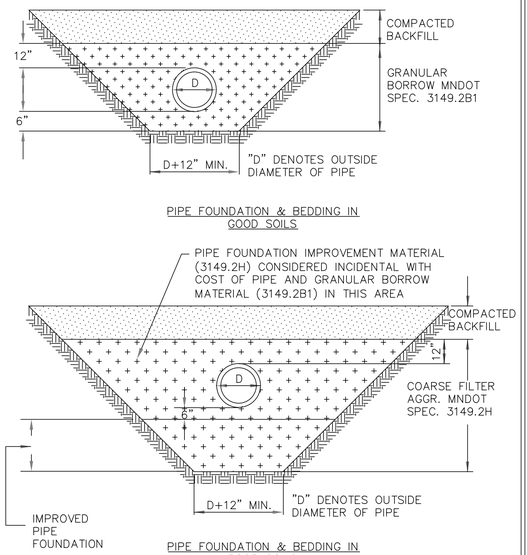
WIDSETH
ARCHITECTS ▪ ENGINEERS ▪ SCIENTISTS ▪ SURVEYORS

RESERVE AT VINEYARD MEADOW
City of Dayton, Hennepin County, MN

DETAILS

SHEET NO.
C9

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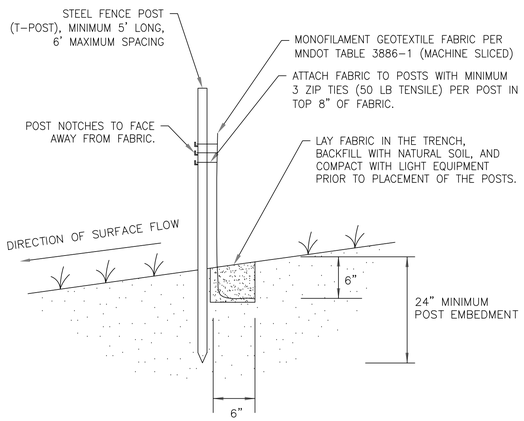


NOTE:
1. SDR-26 SHALL BE USED FOR PIPE DEPTHS 16'-25'. FOR PIPE DEPTHS EXCEEDING 25' C-900 IS TO BE USED.
2. REFERENCE GEN-12 FOR PIPE MATERIAL VS. DEPTH PERFORMANCE.

BEDDING METHODS FOR PLASTIC PIPE

LAST REVISION: OCT 2024

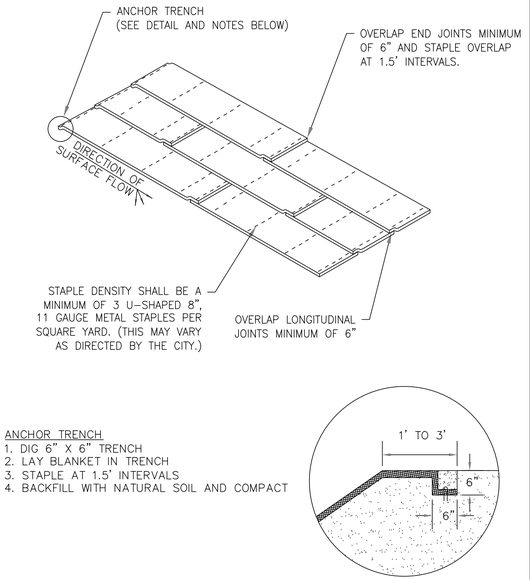
PLATE NO. BED-01



SILT FENCE STANDARD

LAST REVISION: OCT 2024

PLATE NO. ERO-01C

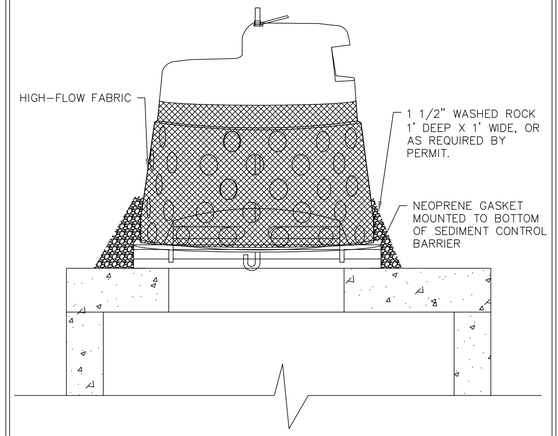


ANCHOR TRENCH
1. DIG 6" X 6" TRENCH
2. LAY BLANKET IN TRENCH
3. STAPLE AT 1.5' INTERVALS
4. BACKFILL WITH NATURAL SOIL AND COMPACT

EROSION CONTROL BLANKET INSTALLATION

LAST REVISION: OCT 2024

PLATE NO. ER0-02

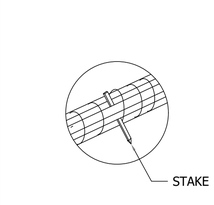


NOTES:
INFRASAFE SEDIMENT CONTROL BARRIER OR CITY-APPROVED EQUAL

INLET PROTECTION SILT BOX FOR BEEHIVE CASTING

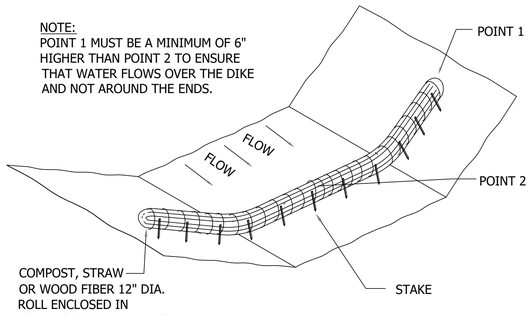
LAST REVISION: OCT 2024

PLATE NO. ERO-04D



2" x 2" x 16" LONG WOODEN STAKES AT 1'-0" SPACING . STAKES SHALL BE DRIVEN THROUGH THE BACK HALF OF THE FILTER LOG AT AN ANGLE OF 45° WITH THE TOP OF THE STAKE POINTING UPSTREAM.

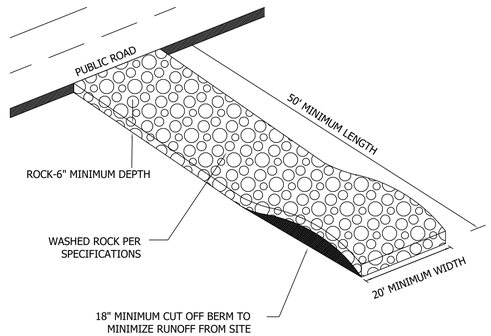
NOTE:
POINT 1 MUST BE A MINIMUM OF 6" HIGHER THAN POINT 2 TO ENSURE THAT WATER FLOWS OVER THE DIKE AND NOT AROUND THE ENDS.



FILTER LOG DITCH CHECK

LAST REVISION: OCT 2024

PLATE NO. ERO-06



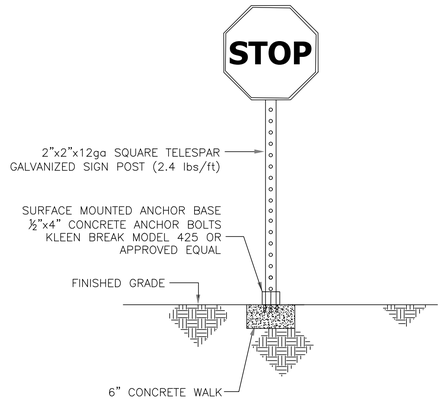
NOTES:
FILTER FABRIC SHALL BE PLACED UNDER ROCK TO STOP MUD MIGRATION THROUGH ROCK.
ENTRANCE MUST BE MAINTAINED REGULARLY TO PREVENT SEDIMENTATION ON PUBLIC ROADWAYS.

CONSTRUCTION ENTRANCE ROCK

LAST REVISION: OCT 2024

PLATE NO. ERO-07

SIGN NAME	DESIGNATION	SIZE
STOP	R1-1	30"X30"
YIELD	R1-2	36"X36"X36"
SPEED LIMIT	R2-1	24"X30"

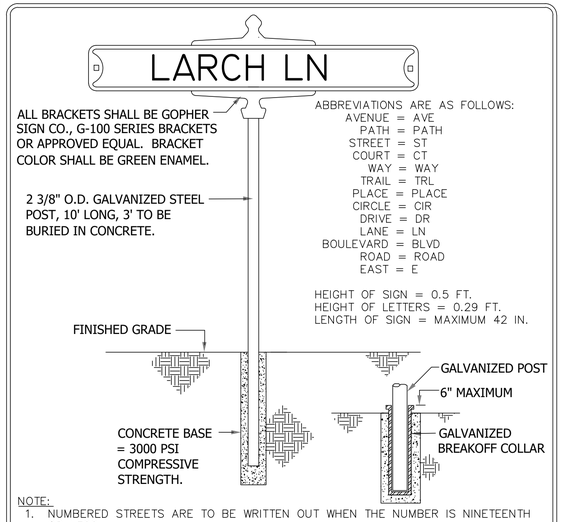


NOTE:
1. DESIGN SHALL CONFORM TO THESE REQUIREMENTS EXCEPT AS OTHERWISE APPROVED BY THE CITY ENGINEER.
2. SIGN SHALL BE REFLECTORIZED AS PER MNDOT 3352.2A2B, STANDARD NO. 2.
3. SIGN SHALL BE CONSTRUCTED OF ALUMINUM PER MNDOT 3352.2A1.
4. INSTALLATION SHALL BE IN COMPLIANCE WITH THE LATEST VERSION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

REGULATORY SIGN DETAIL CONCRETE

LAST REVISION: OCT 2024

PLATE NO. GEN-04A



NOTE:
1. NUMBERED STREETS ARE TO BE WRITTEN OUT WHEN THE NUMBER IS NINETEENTH OR LESS.
2. INSTALLATION SHALL BE IN COMPLIANCE WITH THE LATEST VERSION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
3. ON STREETS WITH SPEED LIMIT GREATER THAN 30 MPH, A 9" SIGN WITH 6" LETTERS IS REQUIRED.
4. SIGN SHALL BE ALUMINUM PLATE WITH REFLECTORIZED WHITE LETTERS ON A GREEN BACKGROUND WITH TYPE AP BORDER STYLE.
5. TYPICALLY INSTALLED AT SOUTHWEST CORNER OF INTERSECTION. ALL EQUALS MUST BE APPROVED BY CITY ENGINEER BEFORE INSTALLATION.
6. SIGN SHALL BE CONSTRUCTED OF ALUMINUM PER MNDOT 3352.2A1.

STREET SIGN DETAIL

LAST REVISION: OCT 2024

PLATE NO. GEN-06

REV NO.	DATE	DESCRIPTION

DATE: 02/05/2026
DESIGN BY: DML
DRAWN BY: DML
CHECKED BY: CJD
DWG FILE: DETAILS
FILE NO.: 25-0232.00

NOT FOR CONSTRUCTION

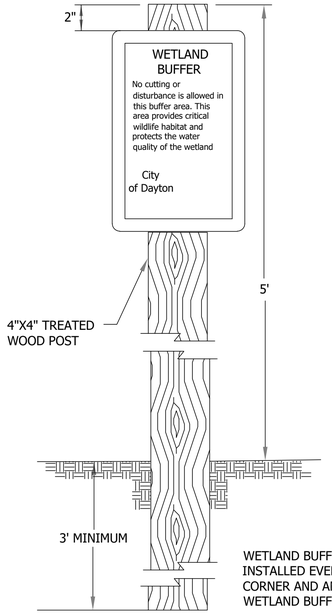
WIDSETH
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RESERVE AT VINEYARD MEADOW
City of Dayton, Hennepin County, MN

DETAILS

SHEET NO.
C10

2/12/2026 10:00 AM W:\Projects\-BPA\25-0232.00 Christian Builders Dayton\Engineering\CAD Files\Cover\SWPPPdetails.dwg



NOTE: ALL SIGNS SHALL BE OBTAINED AT CITY HALL

WETLAND BUFFER CONSERVATION AREA AND CITY NATURAL AREA SIGN

LAST REVISION: OCT 2024

PLATE NO. GEN-10

GENERAL TESTING NOTES:
1. PIPE MATERIAL AND TESTING REQUIREMENTS MAY CHANGE DEPENDING ON SOIL CONDITIONS AND OTHER FACTORS.
2. ALL TESTING TO OCCUR BEFORE BUILDING PERMITS ARE ISSUED OR CONSTRUCTION OF WEAR COURSE PAVEMENT.
3. CITY TO BE NOTIFIED MINIMUM 48 HOURS BEFORE ANY UTILITY TESTING OR BUILDING PERMIT.

SANITARY SEWER TESTING NOTES:
1. A MINIMUM WAITING TIME PERIOD OF 30 DAYS AFTER INSTALLATION IS REQUIRED BEFORE DEFLECTION TEST MAY BE PERFORMED. (SEE GEN-11)
2. TRACER WIRE TEST TO BE PERFORMED ON ALL SANITARY SEWER AND SANITARY SEWER SERVICES BY METROTECH OR APPROVED EQUAL.
3. AIR TEST WILL BE PERFORMED AT A PRESSURE OF 4.0 PSIG GREATER THAN THE AVERAGE BACKPRESSURE OF ANY GROUND WATER PRESENT.
6. *IF GROUNDWATER IS PRESENT, FOR EVERY FOOT OF GROUND WATER ABOVE THE PIPE SPRING LINE, INCREASE THE GAGE TEST PRESSURE BY 0.43 PSI (TO COMPENSATE FOR WATER BACK PRESSURE). (SEE GEN-11)
7. THE SEWER LINE WHICH IS BEING TESTED WILL BE ACCEPTED AS PASSING THE AIR TEST IF THE PRESSURE DOES NOT DROP MORE THAN 0.0 PSI IN LESS TIME THAN 30 SECONDS PER INCH IN DIAMETER OF THE PIPE BEING TESTED.
8. TELEVISING SHALL BE PERFORMED ON ALL NEWLY INSTALLED GRAVITY SEWER FOLLOWING ALL OTHER SUCCESSFUL TESTING.
9. SANITARY SEWER TO BE JETTED PRIOR TO TELEVISING.
6. ALL PROXIMATE STORM SEWER MUST BE INSTALLED BEFORE WATERMAIN TESTING BEGINS.

FORCEMAIN TESTING NOTES:
1. FORCEMAIN HYDROSTATIC TEST PROCEDURE AS FOLLOWS:
   1.1. PUMP SYSTEM TO MINIMUM 75 PSI.
   1.2. THE FORCEMAN SYSTEM WILL BE ACCEPTED AS PASSING IF THE PRESSURE HAS NO DROP IN PRESSURE IN 2 HOURS.
2. GAUGE TO BE USED WILL BE AN ASHCROFT, MODEL 1082, 4 1/2" DIAMETER IN ONE PSI INCREMENTS OR APPROVED EQUAL.
3. TRACER WIRE TEST REQUIRED FOR ALL FORCEMAIN TRACER WIRE

WATERMAIN TESTING NOTES:
1. WATERMAIN TESTING TO INCLUDE ALL CURB STOPS AND HYDRANT LEADS.
2. HYDROSTATIC PRESSURE TEST PROCEDURE AS FOLLOWS:
   2.1. PUMP SYSTEM TO MINIMUM 150 PSI.
   2.2. THE WATERMAIN SYSTEM WILL BE ACCEPTED AS PASSING IF THE PRESSURE HAS NO DROP IN PRESSURE IN 2 HOURS.
   2.3. ALL BUTTERFLY VALVES TO BE INDIVIDUALLY HYDROSTATICALLY TESTED AGAINST BOTH SIDES OF VALVE.
3. BACTERIA TEST (MINIMUM 2 SETS)
   3.1. 1 TEST FOR EVERY 1200 LF
   3.2. 1ST SET OF TESTS 24 HOURS AFTER INITIAL FLUSHING.
   3.3. SECOND SET OF TESTS TO BE TAKEN AFTER PASSING RESULTS FROM FIRST TEST, MINIMUM 24 HOURS AFTER FIRST TEST.
4. TRACER WIRE TEST TO BE PERFORMED BY A METROTECH OR APPROVED EQUAL. TRACER ENTIRE LINE/ALL SERVICES TO CURB STOPS.
5. WATERMAIN TESTING TO MEET MINNESOTA DEPARTMENT OF HEALTH STANDARDS.
6. ALL PROXIMATE STORM SEWER MUST BE INSTALLED BEFORE WATERMAIN TESTING BEGINS.

STORM SEWER TESTING NOTES:
1. TELEVISING SHALL BE PERFORMED ON ALL NEWLY INSTALLED STORM SEWER.
2. TELEVISING SHALL BE PERFORMED ON ALL DRAINTILE AFTER WEAR COURE AND AFTER PRIVATE UTILITIES ARE INSTALLED.
3. TELEVISING SHALL BE PERFORMED ON ALL REAR YARD DRAINTILE AFTER RESTORATION IS COMPLETE.
4. ALL TELEVISING TAPES TO BE EMAILED TO CITY REPRESENTATIVE.

TESTING REQUIREMENTS

LAST REVISION: OCT 2024

PLATE NO. GEN-13

RESIDENTIAL BUILDING PERMIT GRADING REQUIREMENTS

LAND SURVEYS/CERTIFICATES OF SURVEY MUST BE PREPARED BY A MINNESOTA LICENSED LAND SURVEYOR. IT IS RECOMMENDED THAT LAND SURVEYS MEET THE STANDARDS OF THE AMERICAN LAND TITLE ASSOCIATION (ALTA) AND AMERICAN CONGRESS OF SURVEYING AND MAPPING (ASCM). COMPLETE AND ACCURATE INFORMATION WILL EXPEDITE THE PLAN REVIEW PROCESS.

1. CERTIFICATE OF SURVEY
A CERTIFICATE OF SURVEY IS REQUIRED TO OBTAIN A BUILDING PERMIT FOR NEW CONSTRUCTION AND MAY BE REQUIRED FOR BUILDING OR ACCESSORY STRUCTURE ADDITIONS OR SIGNIFICANT GRADING CHANGES WHEN A LAND SURVEY IS NOT IN CITY RECORDS.
2. GRADING AS-BUILT
A GRADING AS-BUILT IS REQUIRED TO RELEASE ESCROW HELD ON THE LOT DURING CONSTRUCTION. FOR NEW CONSTRUCTION AND WHEN OTHERWISE REQUIRED BY THE CITY, AFTER FINAL GRADING, A LAND SURVEY OF EXISTING/"AS-BUIL" CONDITIONS MUST BE PREPARED AND SUBMITTED SHOWING CONFORMANCE WITH REQUIRED BUILDING SETBACKS, LOCATIONS, ELEVATIONS, AND GRADING.

PROPOSED SURVEYS MUST SHOW
CERTIFICATION
*LAND SURVEYOR CERTIFICATION
*LEGAL DESCRIPTION
*SCALE AND NORTH ARROW
*PREPARATION DATE AND REVISION DATES

FEATURES
*FOUNDATION TYPE (FULL BASEMENT, WALKOUT, LOOKOUT, ETC.)
*LOT DIMENSIONS
*BUILDING SETBACKS
*PROPERTY AND EASEMENT LINES
*ADJACENT SIDEWALKS, CURBS, AND STREETS
*DELINEATED WETLAND EDGE
*EDGE OF WETLAND BUFFER WITH BUFFER SIGN LOCATIONS
*DRIVEWAYS AND PATHWAYS
*TREE LINES/EDGE OF CANOPY
*WELL, SEPTIC SYSTEMS, TANKS
*LOCATIONS AND DIMENSIONS OF EXISTING AND PROPOSED STRUCTURES
*WETLANDS, PONDS, LAKES, STREAMS, DRAINAGE SWALES, ETC.
*SETBACKS TO OHW/NHW CONTOUR, WETLANDS, PONDS, LAKES, RIVERS
*WATERMAINS, SANITARY AND STORM SEWER, DRAINTILE AND DRAINTILE CLEANOUTS, CATCHBASINS, AND MANHOLES
*DRAINAGE OUTLETS, OUTLET CONTROL STRUCTURES, AND EMERGENCY OVERFLOWS
*VISIBLE AND UNDERGROUND COMPONENTS OF PUBLIC AND PRIVATE UTILITIES INCLUDING WATER AND SEWER STUBS AND SIZES

ELEVATIONS
*LOT CORNER ELEVATIONS, EXISTING LOT ELEVATIONS, AND PROPOSED ELEVATIONS AND CONTOURS PER APPROVED GRADING PLAN
*SPOT ELEVATIONS AT THE MINIMUM REQUIREMENTS SHOWING MINIMUM 2% DRAINAGE: LOWEST GROUND ELEVATION ADJACENT TO THE BUILDING, LOT CORNERS, HIGH POINT DRAINAGE BREAKS, WHERE DRAINAGE SWALES INTERSECT LOT LINES, AND WHERE PONDING EASEMENTS INTERSECT LOT LINES.
*CENTER OF CITY STREET AND TOP OF CURB ELEVATIONS
*PROPOSED DRIVE/ROAD GRADE IN % SLOPE (MINIMUM 2%, NOT TO EXCEED 10%)
*LOWEST FLOOR, LOWEST OPENING, TOP OF FOUNDATION, AND GARAGE FLOOR ELEVATIONS
*DRAINAGE DIRECTION ARROWS ON ALL SIDES AND PROPOSED DRAINAGE PATHS
*DRAINAGE OUTLETS, OUTLET CONTROL STRUCTURES, AND EMERGENCY OVERFLOWS
*TOTAL AREA OF EXISTING AND PROPOSED IMPERVIOUS SURFACE
*NORMAL WATER LEVEL AND HIGH WATER LEVEL ELEVATIONS OF ADJOINING LAKES, WETLANDS, PONDS, AND STREAMS
*UTILITY PEDESTALS (GRADING AS-BUILT ONLY)
*TREES (GRADING AS-BUILT ONLY)

ELEVATIONS MUST BE SHOWN AS SEA LEVEL MEASUREMENTS. FOR AS-BUILT CONSTRUCTION AND GRADING SURVEYS, ELEVATIONS MUST BE CROSS-REFERENCED WITH APPROVED ELEVATIONS.

MINIMUM REQUIRED BUILDING ELEVATIONS

BUILDING OPENINGS AND FLOOR ELEVATIONS
ALL OPENINGS AND FLOOR ELEVATIONS MUST BE CONSTRUCTED AT LEAST TWO (2) FEET ABOVE 100-YEAR FLOOR ELEVATION AND TWO (2) FEET ABOVE HIGHEST ANTICIPATED WATER LEVEL (HWL) ELEVATION AS ESTABLISHED BY THE APPROVED PLANS AND THE CITY ENGINEER.

BUILDING AND GARAGE OPENINGS
ALL LOW ADJACENT GRADE AND GARAGE FLOOR ELEVATIONS MUST BE AT LEAST ONE (1) FOOT ABOVE ALL EMERGENCY OVERFLOWS.

THIS INFORMATIONAL DOCUMENT MAY NOT COMPREHENSIVELY ADDRESS ALL LAWS RELATED TO THE SUBJECT ADDRESSED. IT IS PROVIDED TO SERVE ONLY AS A HELPFUL GUIDE. SITE PREPARATION OR PERMITTED WORK IS NOT ALLOWED UNTIL PERMITS HAVE BEEN ISSUED BY THE CITY OF DAYTON.

CERTIFICATE OF SURVEY AND GRADING AS-BUILT REQUIREMENTS

LAST REVISION: OCT 2024

PLATE NO. GEN-14

REV NO.	DATE	DESCRIPTION

DATE: 02/05/2026
DESIGN BY: DML
DRAWN BY: DML
CHECKED BY: CJD
DWG FILE: DETAILS
FILE NO.: 25-0232.00

NOT FOR CONSTRUCTION

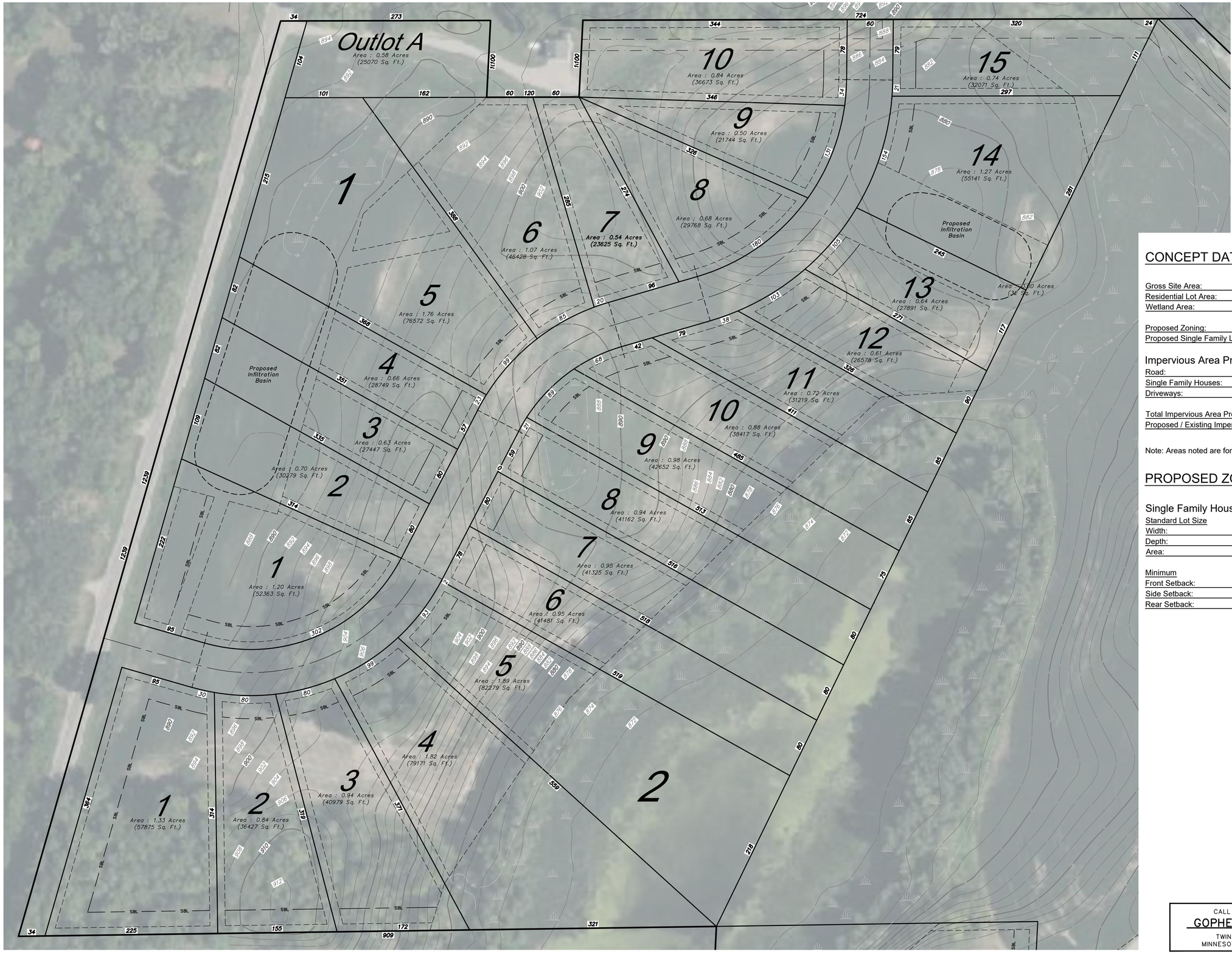
WiDSETH
ARCHITECTS ▪ ENGINEERS ▪ SCIENTISTS ▪ SURVEYORS

RESERVE AT VINEYARD MEADOW
City of Dayton, Hennepin County, MN

DETAILS

SHEET NO.
C11

2/12/2026 10:00 AM W:\Projects\-BRA\25-0232.00 Christian Builders Dayton\Engineering\CAD Files\Cover\SWPPP\Details.dwg



CONCEPT DATA

Gross Site Area:	25.6 Ac ±
Residential Lot Area:	20.1 Ac ±
Wetland Area:	3.5 Ac ±
Proposed Zoning:	R-1
Proposed Single Family Lots:	11 Units

Impervious Area Proposed

Road:	2.0 Ac ±
Single Family Houses:	0.6 Ac ±
Driveways:	Ac ±
Total Impervious Area Proposed:	Ac ±
Proposed / Existing Impervious %:	%

Note: Areas noted are for reference purposes only.

PROPOSED ZONING STANDARDS

Single Family House Lot

Standard Lot Size

Width:	80'
Depth:	120'
Area:	0.35 Ac±

Minimum

Front Setback:	30'
Side Setback:	10'/10' (20' Total)
Rear Setback:	30'

CALL 48 HOURS BEFORE DIGGING:
GOPHER STATE ONE CALL
TWIN CITY AREA 651-454-0002
MINNESOTA TOLL FREE 1-800-252-1166

REV NO.	DATE	DESCRIPTION

DATE: 02/05/2026
DESIGN BY: DML
DRAWN BY: DML
CHECKED BY: CJD
DWG FILE: FUTURE_DENSITY
FILE NO.: 25-0232.00

NOT FOR CONSTRUCTION

WIDSETH
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RESERVE AT VINEYARD MEADOW
City of Dayton, Hennepin County, MN

FUTURE DENSITY PLAN

SHEET NO.
C12

2/12/2026 10:00 AM W:\Projects\~BPA\25-0232.00 Christian Builders Dayton\Concepts\BPA Ghost Plot.dwg



TREE PRESERVATION REQUIREMENTS:

PER CITY OF DAYTON:

1. PRESERVATION PLANS MUST INCLUDE FOLLOWING INFORMATION:
   - 1.1. LOCATION, DIAMETER, AND SPECIES OF ALL SIGNIFICANT TREES ON THE SITE
   - 1.2. IDENTIFICATION OF WHICH TREES ARE:
     - 1.2.1. TO BE PROTECTED, PRESERVED, OR UNDISTURBED
     - 1.2.2. TO BE REMOVED OR DISTURBED
     - 1.2.3. EXEMPT FROM THE CALCULATION
   - 1.3. AREAS PROPOSED TO BE DESIGNATED AS NATURAL PRESERVES WHERE ALL-NATURAL VEGETATION, INCLUDING SIGNIFICANT TREES, WILL BE PROTECTED AND PRESERVED
   - 1.4. PROPOSED DISTURBANCE ZONES, AS IDENTIFIED ON THE PLAN BY CROSS-HATCHING, SHADING, OR OTHER VISUAL SIGNIFIER
   - 1.5. LOCATION AND DIMENSIONS OF BUILDING PLANS, CONSTRUCTION ZONES FOR EACH LOT, AND PROPOSED STREET LAYOUT AND GRADING CONTOURS OF THE SITE
   - 1.6. PROPOSED LOCATIONS AND DETAILS OF THE TREE PROTECTION FENCING TO BE INSTALLED FOR ALL TREES TO BE PRESERVED
   - 1.7. CALCULATION OF REMOVED OR DISTURBED SIGNIFICANT TREE INCHES ON THE SITE (EXCLUDING EXEMPT TREE INCHES) DIVIDED BY THE TOTAL SIGNIFICANT TREE INCHES ON THE SITE (EXCLUDING EXEMPT TREE INCHES)
   - 1.8. REPRESENTATIVE SAMPLING MAY BE ALLOWED FOR AREA WHERE THERE ARE TEN ACRES OF MORE OF CONTIGUOUSLY TREED LAND
2. DEVELOPMENT IN NON-RESIDENTIAL DISTRICTS MAY REMOVE UP TO 60% OF THE TOTAL INCHES OF SIGNIFICANT TREES DBH. ANY REMOVAL OR DISTURBANCE BEYOND SHALL REQUIRE REFORESTATION. SIGNIFICANT TREES REMOVED FOR WATER QUALTIY TREATMENT PONDS, PUBLIC TRAILS, SIDEWALKS AND COLLECTOR OR ARTERIAL ROADS ARE EXEMPT FROM THE REMOVAL THRESHOLD CALCULATION.

CALL 48 HOURS BEFORE DIGGING:
GOPHER STATE ONE CALL
TWIN CITY AREA 651-454-0002
MINNESOTA TOLL FREE 1-800-252-1166

REV NO.	DATE	DESCRIPTION

DATE: 02/05/2026
DESIGN BY: DML
DRAWN BY: DML
CHECKED BY: CJD
DWG FILE: TREE PRESERVE
FILE NO.: 25-0232.00

NOT FOR CONSTRUCTION

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RESERVE AT VINEYARD MEADOW
City of Dayton, Hennepin County, MN

TREE PRESERVATION PLAN

SHEET NO.
C13

2/12/2026 10:00 AM W:\Projects\-BRA\25-0232.00 Christian Builders Dayton\Engineering\CAD Files\Tree Preservation.dwg

Tree	Type	Name	Diameter (in)	Status
1	Decidious	Boxelder	11	Remove
2	Decidious	Elm	11	Remove
3	Decidious	Ironwood	10	Remove
4	Decidious	Basswood	16	Remove
5	Decidious	Hackberry	8	Remove
6	Decidious	Sugar Maple	8	Remove
7	Decidious	Sugar Maple	10	Remove
8	Decidious	Sugar Maple	10	Remove
9	Decidious	Sugar Maple	10	Remove
10	Decidious	Sugar Maple	19	Remove
11	Decidious	Sugar Maple	18	Remove
12	Decidious	Boxelder	8	Remove
13	Decidious	Ironwood	11	Remove
14	Decidious	Sugar Maple	14	Remove
15	Decidious	Elm	25	Remove
16	Decidious	Burr Oak	15	Remove
17	Decidious	Sugar Maple	8	Remove
18	Decidious	Maple	21	Remove
19	Decidious	Elm	14	Remove
20	Decidious	Maple	11	Remove
21	Decidious	Basswood	19	Remove
22	Decidious	Elm	16	Remove
23	Decidious	Sugar Maple	11	Remove
24	Decidious	Ironwood	9	Remove
25	Decidious	Hackberry	12	Remove
26	Decidious	Hackberry	8	Remove
27	Decidious	Basswood	48	Remove
28	Decidious	Basswood	21	Remove
29	Decidious	Ash	8	Remove
30	Decidious	Silver Elm	16	Remove
31	Decidious	Silver Elm	26	Remove
32	Decidious	Basswood	21	Remove
33	Decidious	Maple	22	Remove
34	Decidious	Maple	23	Remove
35	Decidious	Ash	21	Remove
36	Decidious	Ash	21	Remove
37	Decidious	Ash	17	Remove
38	Decidious	Ash	16	Remove
39	Decidious	Ash	18	Remove
40	Decidious	Sugar Maple	7	Remove
41	Decidious	Red Oak	18	Remove
42	Decidious	Hackberry	6	Remove
43	Decidious	Hackberry	16	Remove
44	Decidious	Hackberry	6	Remove
45	Decidious	Hackberry	12	Remove
46	Decidious	Hackberry	13	Remove
47	Decidious	Ash	9	Remove
48	Decidious	Maple	8	Remove
49	Decidious	Maple	6	Remove

TOTAL:	*712 in*
60%	*427 in*
TOTAL - 60%	**285 in**

Patch Area Removed	Area of trees being removed	27295 S.F.
	Total Diameter of Trees in area	712 in
	DBH Density (712 in / 27295 S.F.)	0.026 In/S.F.
South	Area of trees being removed	105674 S.F.
	DBH Density (From Patch Calc.)	0.026 in/S.F.
	Total Diameter of Trees in area	**2757 in**
Total	Total Diameter of Trees	3469 in
	DBH Removed	712 in
	Percentage Removed	**20.5%**

PERCENTAGE REMOVED < 60% MAXIUMUM PERCENTAGE OF DBH REMOVED.

REV NO.	DATE	DESCRIPTION

DATE: 02/05/2026
DESIGN BY: DML
DRAWN BY: DML
CHECKED BY: CJD
DWG FILE: TREE REPLACE
FILE NO.: 25-0232.00

NOT FOR CONSTRUCTION

WIDSETH
ARCHITECTS ▪ ENGINEERS ▪ SCIENTISTS ▪ SURVEYORS

RESERVE AT VINEYARD MEADOW
City of Dayton, Hennepin County, MN

TREE PRESERVATION TABLE

SHEET NO.
C14

2/12/2026 10:09 AM W:\Projects\~MPA\25-0232.00 Christian Builders Dayton\Engineering\CAD Files\Tree Preservation.dwg


C.S.A.H. No. 13 (A.K.A. Brockton Ln.)
Gradient
Drainage & Utility Easement
35' LANDSCAPE BUFFER
LANDSCAPE BERM - 2' HIGH
LANDSCAPE BERM - 3' HIGH
0.16 ACRES OF EXISTING TREES
Field edge
SOG G=902.5 LO=902.3 LL=896.5
FBLO G=895.0 LO=890.0 LL=884.8
FBLO G=896.5 LO=892.3 LL=886.5
FBWO G=892.0 LO=892.0 LL=885.6
SOG G=893.0 LO=893.4 LL=891.2
SOG G=904.0 LO=893.4 LL=902.5
FBWO G=900.0 LO=896.0 LL=885.6
1-EWP
1-WS
1-CL
1-FD
1-RM
1-MJJ
1-MJJ
1-CL
1-CL
1-MJJ
1-FD
1-CL
1-MJJ
1-MJJ
1-FD
1-CL
1-MJJ
1-FD
1-CL
1-MJJ
1-FD
1-CL
1-MJJ
1-MJJ
1-FD
1-CL
1-MJJ
1-MJJ
1-FD
1-CL
1-MJJ

RESERVE AT VINEYARD MEADOW

R.T. DOC. NO._____
C.R. DOC. NO._____

KNOW ALL PERSONS BY THESE PRESENTS: That Robin Deal Bernens and John Thomas Bernens, as trustees of the Robin Bernens Revocable Trust Dated July 13, 2015, and any amendments thereto, an undivided on-half (1/2) interest; and John Thomas Bernens And Robin Deal Bernens, as Trustees of the John Bernens Revocable Trust Dated July 13, 2015, and any amendments thereto, an undivided on-half (1/2) interest, fee owners of the following described property situated the County of Hennepin, State of Minnesota, to wit:

Parcel 1: That part of Government Lot 2, Section 6, Township 120, Range 22, Hennepin County, Minnesota, lying Southwesterly of the centerline of County Road No. 12, except that part beginning at the Intersection of the southwesterly right-of-way line of County Road No.12 as shown and defined on Hennepin County State Aid Highway No. 12, Plat 23 and the east line of said Government Lot 2; thence southerly along said east line 182.67 feet to a line, parallel with and 150.00 feet distant from said southwesterly line as measured at a right angle to said southwesterly line; thence northwesterly along said parallel line and its extension 225.15 feet thence northeasterly deflecting to the right 90 degrees 00 minutes 00 seconds 150.00 feet to said southwesterly right of way line; thence southeasterly 120.56 feet, more or less, along said right-of-way to the point of beginning.
Torrens Certificate No.: 1538564

Parcel 2: That part of the North Half of the Northwest Quarter of Section 6, Township 120, Range 22, Hennepin County, Minnesota, lying Easterly of the centerline of State Highway No. 101 except the North 100.00 feet of the West 120.00 feet of the East 352.44 feet of the Northeast Quarter of the Northwest Quarter of said Section 6.
Torrens Certificate No.: 1538564

Parcel 3: The Southwest Quarter of the Northeast Quarter of Section 6, Township 120, Range 22, Hennepin County, Minnesota, excepting therefrom the South 47,36 feetthereof.

AND

That part of Government Lot 3, Seaton 6, Township 120, Range 22, Hennepin County, Minnesota, described as follows: Beginning at the Southeast corner of said Government Lot 3; thence West along the South line to the Southwest corner thereof, thence North along the West line thereof to the intersection with a line run parallel with and distant 150 feet Southwesterly thereof as measured at right angles to the Southwesterly line of County Road No. 12, thence Southeasterly along said parallel line a distance of 365.93 feet, thence Northeasterly at right angles a distance of 150 feet to the Southwesterly line of said County Road, thence Southeasterly along said Southwesterly line a distance of 20 feet, thence Southwesterly at right angles a distance of 150 feet, thence Southeasterly parallel with said Southwesterly line of the County Road a distance of 170 feet, thence Northeasterly at right angles a distance of 150 feet to the Southwesterly line of said County Road No. 12, thence Southeasterly along said Southwesterly line to the East line of Government Lot 3; thence along said East line to the point of beginning, except the South 47.36 feet of said Government Lot 3.

Has caused the same to be surveyed and platted as RESERVE AT VINEYARD MEADOW and does hereby dedicate to the County of Hennepin the right to limit access to County State Aid Highway No. 13 as shown on this plat. And also dedicating to the public for public use forever the easements as shown on this plat for drainage and utility purposes only.

In witness whereof said Robin Deal Bernens and John Thomas Bernens, as trustees of the Robin Bernens Revocable Trust Dated July 13, 2015, and any amendments thereto, an undivided on-half (1/2) interest; has caused these presents to be signed by its proper officer to be here unto affixed this day of _____, 20_____.

_____
xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

STATE OF MINNESOTA COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by Robin Deal Bernens and John Thomas Bernens, as trustees of the Robin Bernens Revocable Trust Dated July 13, 2015, and any amendments thereto.

_____
(Signature) Notary Public, _____ County, Minnesota

_____ My Commission Expires _____
(Printed Name)

In witness whereof said John Thomas Bernens And Robin Deal Bernens, as Trustees of the John Bernens Revocable Trust Dated July 13, 2015, and any amendments thereto, has caused these presents to be signed by its proper officer to be here unto affixed this _____ day of , 20_____.

_____
xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

STATE OF MINNESOTA COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by John Thomas Bernens And Robin Deal Bernens, as Trustees of the John Bernens Revocable Trust Dated July 13, 2015, and any amendments thereto,

_____
(Signature) Notary Public, _____ County, Minnesota

_____ My Commission Expires _____
(Printed Name)

I hereby certify that this plat was prepared by me or under my direct supervision; that I am duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on the plat; that monuments depicted on the plat have been correctly set; that all water boundaries and wet lands, as defined in Minnesota Statutes 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

_____
Craig Wensmann, Land Surveyor
Minnesota License No. 47466

STATE OF MINNESOTA COUNTY OF _____

The foregoing surveyor's certificate was acknowledged before me this _____ day of _____, 20_____, by Craig Wensmann, Land Surveyor, Minnesota License Number 47466.

_____ Notary Public, _____ County, Minnesota
(Signature)

_____ My Commission Expires _____
(Printed Name)

CITY COUNCIL, CITY OF DAYTON, MINNESOTA
This plat was approved by the City Council of the City of Minnetrista, Minnesota, this_____ day of _____, 20_____, and herby certifies compliance with all requirements as set forth in Minnesota Statues, Section 505.03, Subd. 2.

City Council, City of Dayton, Minnesota

_____ _____
Mayor Clerk

COUNTY AUDITOR, HENNEPIN COUNTY, MINNESOTA
I hereby certify that taxes payable in 20_____ and prior years have been paid for the land described on this plat, dated this _____ day of _____, 20_____.

Daniel Regan, County Auditor By: _____ Deputy

SURVEY DIVISION, HENNEPIN COUNTY, MINNESOTA
Pursuant to MN. STAT. Sec. 383B.565 (1969), this plat has been approved this _____ day of _____, 20_____.

Chris F. Mavis, County Surveyor By: _____

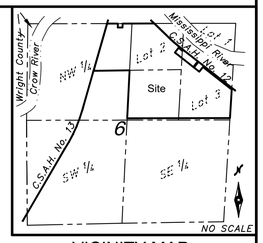
COUNTY RECORDER
I hereby certify the within this plat of NORTH POINTE AT HALSTED BAY was recorded in this office this _____ day of _____, 20_____, at _____ o'clock __.M.

Amden Bovgie, County Recorder By: _____ Deputy

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RESERVE AT VINEYARD MEADOW

R.T. DOC. NO.
C.R. DOC. NO.



VICINITY MAP
Sec. 6, Twp. 120, Rng. 22
Hennepin County, MN

N

0 100

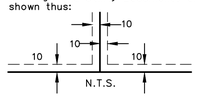
(SCALE IN FEET)
SCALE: 1 INCH = 100 FEET

Bearings are based on the Hennepin County coordinate system (NAD83 86adj.). For the purpose of this plat, the East-West Quarter line is assumed to bear North 89 degrees 54 minutes 15 seconds East.

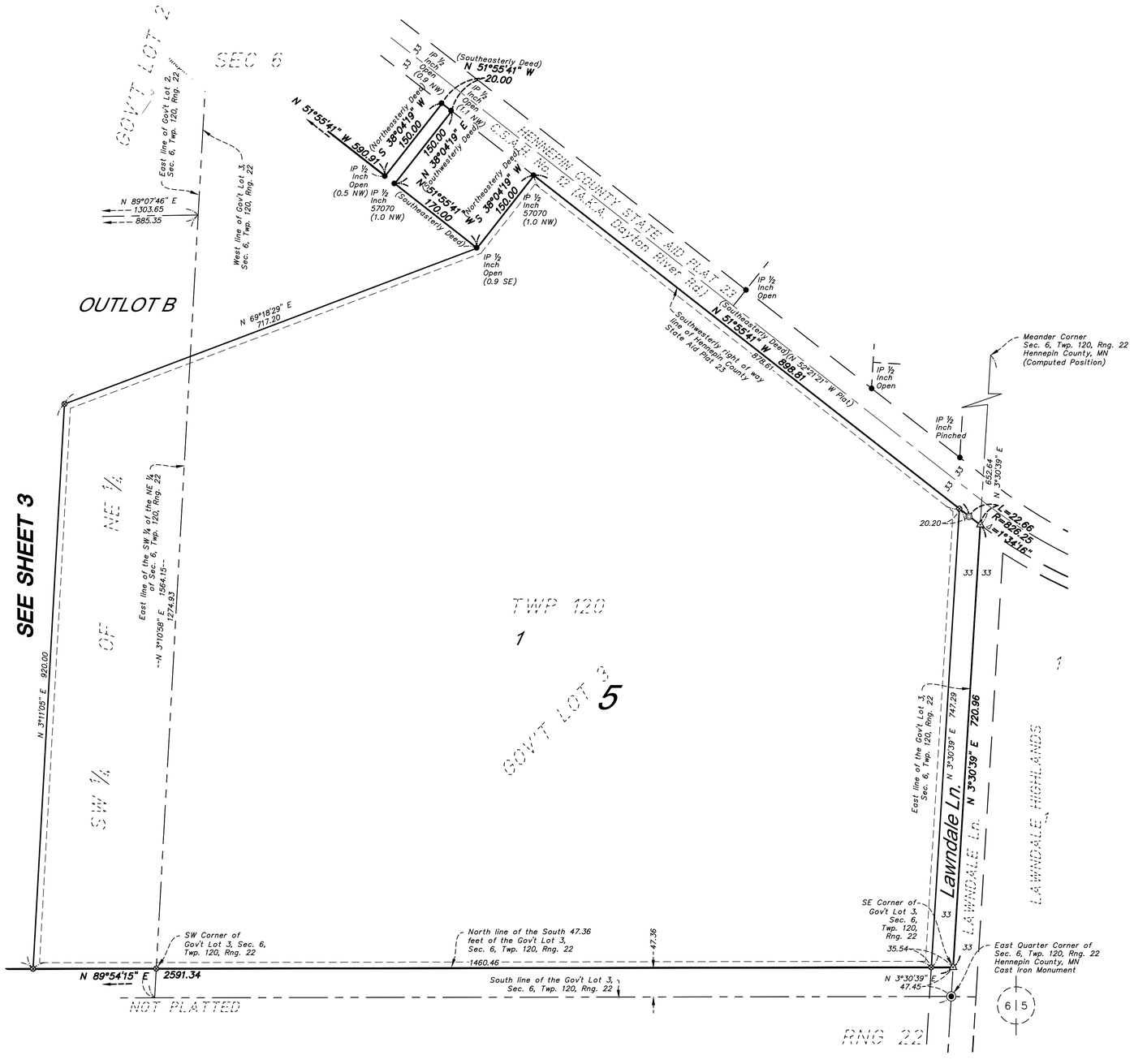
LEGEND:

- ● Denotes found iron monument
- ○ Denotes set iron monument
- ⊗ Denotes ½ inch by 14 inch iron monument with a plastic plug stamped R.L.S. 47466 to be set within one year of platting date
- ◎ Denotes found Hennepin County R/W cast iron monument
- ◉ Denotes found cast iron monument
- ★PK Denotes found PK nail
- △ Denotes set nail
- Denotes wetland
- LS 57070 Denotes Kaleb Kadelbach, LS
- LS 21729 Denotes Rick Blom, LS
- Denotes easement
- Denotes right of way
- Denotes existing adjoiners
- WL Denotes wetland

Drainage and Utility Easements are shown thus:



Being 10 feet in width and adjoining right-of-way lines, also being 10 feet in width and adjoining lot lines, unless otherwise indicated, as shown on plat.



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RESERVE AT VINEYARD MEADOW

R.T. DOC. NO.
C.R. DOC. NO.

SEE SHEET 4

N

0 100

(SCALE IN FEET)
SCALE: 1 INCH = 100 FEET

Bearings are based on the Hennepin County coordinate system (NAD83 86adj). For the purpose of this plat, the East–West Quarter line is assumed to bear North 89 degrees 54 minutes 15 seconds East.

LEGEND:

- ● Denotes found iron monument
- ○ Denotes set iron monument
- ⊗ Denotes ½ inch by 14 inch iron monument with a plastic plug stamped R.L.S. 47466 to be set within one year of platting date
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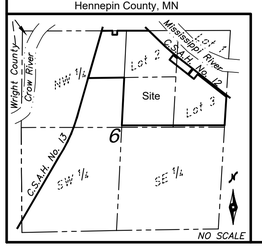
Drainage and Utility Easements are shown thus:

10 10 10 10 10

N.T.S.

Being 10 feet in width and adjoining right–of–way lines, also being 10 feet in width and adjoining lot lines, unless otherwise indicated, as shown on plat.

VICINITY MAP
Sec. 6, Twp. 120, Rng. 22
Hennepin County, MN



SEC 6
2
3
1
4
1
2
2
5
6
7
1 1 6
6 1 5

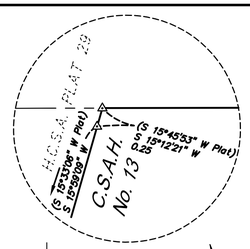
NOT PLATTED

West line of Gov't Lot 2, Sec. 6, Twp. 120, Rng. 22
183.80
908.61
N 89°11'13" E
290.32
127.98
175.00
Drainage & Utility Easement
South line of Gov't Lot 2, Sec. 6, Twp. 120, Rng. 22
N 89°07'46" E 1303.65
885.35
North line of the SW ¼ of the NE ¼ of Sec. 6, Twp. 120, Rng. 22
GOVT LOT 2
PARCEL 1
East line of Gov't Lot 2 Sec. 6, Twp. 120 Rng. 22
West line of Gov't Lot 3, Sec. 6, Twp. 120, Rng. 22
IP ½ Inch 4741
243.31
418.70
N 2°51'30" E
418.26
N 89°11'14" E
1209.47
S 2°51'30" W
388.58
West line of the SW ¼ of the NE ¼ of Sec. 6, Twp. 120, Rng. 22
HUNTERS RUN
IP ½ Inch
402.58
NE ¼
SW ¼
OF
PARCEL 3
OUTLOT B
TWP 120
RNG 22
N 3°11'05" E 920.00
East line of the SW ¼ of the NE ¼ of Sec. 6, Twp. 120, Rng. 22
N 3°10'58" E 1564.15
1274.93
N 69°18'29" E
717.20
IP ½ Inch Cap Remnant (1.1 NW)
IP ½ Inch Open
L=3.54
R=2938.02
Δ=0°04'08"
90°
150.00
N 38°04'19" E
(Northeasterly Deed)
94.17
(N 52°12' W Plat)
N 51°55'41" W
120.95
A point of intersection of the East line of Gov't Lot 2 and Hennepin County State Aid Highway Plat 23
Southwesterly line of Hennepin County State Aid Highway Plat 23
N 3°10'58" E
40.23
S 51°55'41" E
117.18
IP ½" Inch 57070 (1.1 NW)
IP ½" 21729
182.87
S 3°10'58" W
(Southerly Deed)
225.13
(Southeasterly Deed)
N 51°55'41" W
590.91
365.76
EXCEPTION
60.00
Line parallel with and 150.00 feet distant from the southwesterly line of Hennepin County State Aid Plat 23
IP ½ Inch Open (0.9 NW)
(Southeasterly Deed)
N 51°55'41" W
20.00
IP ½ Inch Open (1 NW)
HENNEPIN COUNTY STATE AID PLAT 23
C.S.A.H. No. 12 (A.K.A. Dayton River Rd.)
S 38°04'19" W
150.00
(Northeasterly Deed)
N 38°04'19" E
150.00
(Southwesterly Deed)
IP ½ Inch Open (0.5 NW)
IP ½ Inch 57070 (1.0 NW)
N 51°55'41" W
170.00
(Southeasterly Deed)
S 38°04'19" W
150.00
(Northeasterly Deed)
IP ½ Inch 57070 (1.0 NW)
IP ½ Inch Open (0.9 SE)
IP ½ Inch Open
(Southeasterly Deed)
N 51°55'41" W
878.61
898.81
Southwesterly right of way line of Hennepin County State Aid Plat 23
47.36
1095.34
South line of the SW ¼ of the NE ¼ of Sec. 6, Twp. 120, Rng. 22 (East–West Quarter line)
N 89°54'15" E 2591.34
N 89°54'15" E 2590.81
1460.46
South line of the Gov't Lot 3, Sec. 6, Twp. 120, Rng. 22
SW Corner of Gov't Lot 3, Sec. 6, Twp. 120, Rng. 22
North line of the South 47.36 feet of the Gov't Lot 3, Sec. 6, Twp. 120, Rng. 22
East Quarter Corner of Sec. 6, Twp. 120, Rng. 22 Hennepin County, MN Cast Iron Monument
West Quarter Corner of Sec. 6, Twp. 120, Rng. 22 Hennepin County, MN Cast Iron Monument
Center of Sec. 6, Twp. 120, Rng. 22 Hennepin County, MN
IP ½ Inch 57070
S 2°51'30" W 47.42
2534.14
N 89°54'15" E
S 2°51'30" W 2602.65
South Quarter Corner of Sec. 6, Twp. 120, Rng. 22 Hennepin County, MN Cast Iron Monument

WIDSETH
ARCHITECTS ▪ ENGINEERS ▪ SCIENTISTS ▪ SURVEYORS

RESERVE AT VINEYARD MEADOW

R.T. DOC. NO. _____
C.R. DOC. NO. _____



TOWNSITE OF DAYTON
Maria Ave.
Shadyview Ln.
Meander Corner Sec. 6, Twp. 120, Rng. 22 Hennepin County, MN (Computed Position)
N 89°52'47" E 460.29
North line of Gov't Lot 2
S 89°52'47" W 713.63
Access, Drainage and Utility Easement (Per Doc. No. T3348706)
SEE DETAIL #2
SEE DETAIL
S 89°51'17" W 273.23
238.88
S 89°51'17" W 724.19
IP ½ Inch Cap Remnant
IP ½ Inch 21729
IP ½ Inch Open
S 89°51'17" W 3114.82
N 89°51'17" E 120.17
1997.23
North line of the N ½ of the NW ¼
Northwest Corner of Sec. 6, Twp. 120, Rng. 22 (Wright County Cast Iron Monument)
OUTLOT A
EXCEPTION
S 89°51'22" W 244.85
S 2°51'31" E 100.14
S 89°51'21" W 120.16
S 2°51'31" W 100.14
East line of West 120.00 feet of the East 352.44 feet of the N ½ of the NW ¼
South line of the North 100.00 feet of the N ½ of the SW ¼ Sec. 6, Twp. 120, Rng. 22
West line of the East 352.44 feet of the N ½ of the NW ¼ Sec. 6, Twp. 120, Rng. 22
Drainage & Utility Easement
Easement (Per Doc. No. T5756640 & T5874775)
OUTLOT C
S 64°04'17" E 372.56
OUTLOT B
PARCEL 1
PARCEL 2
C.S.A.H. No. 12 (A.K.A. Dayton River Rd.)
R/W Area: 0.75± Ac.
N 46°00'39" W 569.28
(N 46°16'39" W Plat)
L=299.73, R=2905.02
Δ=5°54'42"
(N 52°21'21" W Plat)
N 31°55'41" W 94.17
IP ½" Inch 21729
IP ½" Inch Open
A point of intersection of the East line of Gov't Lot 2 and Hennepin County State Aid Highway Plat 23
Southwesterly line of Hennepin County State Aid Highway Plat 23
N 31°10'58" E 40.23
(Southerly Deed)
S 15°55'41" E 117.18
150.00
N 39°04'19" E
(Northeasterly Deed)
IP ½" Inch 57070 (1.1 NW)
90°
N 51°55'41" W 590.91
(Southeasterly Deed)
365.76
225.15
Line parallel with and 150.00 feet distant from the southwesterly line of Hennepin County State Aid Plat 23
East line of Gov't Lot 2, Sec. 6, Twp. 120, Rng. 22
West line of Gov't Lot 3, Sec. 6, Twp. 120, Rng. 22
East line of the SW ¼ of the NE ¼
SOUTH LOT LINE OF GOV'T LOT 2
TWP. 120 RNG. 22
NOT PLATTED
NE ¼ OF SW ¼
SEE SHEET 2
SEE SHEET 3
C.S.A.H. No. 13 (A.K.A. Brockton Ln.)
S 15°59'08" W 1238.99
(S 15°33'06" W Plat)
S 15°45'53" W 1235.62
Centerline of State Aid Highway per Doc. No. 1113551
HENNEPIN COUNTY STATE AID PLAT 29
Shadyview Ln.
Lane North
Drainage & Utility Easement
Meander Corner Sec. 6, Twp. 120, Rng. 22 Hennepin County, MN (Computed Position)
N 89°11'13" E 908.61
South line of the N ½ of the NW ¼ Sec. 6, Twp. 120, Rng. 22
South line of Gov't Lot 2, Sec. 6, Twp. 120, Rng. 22 N 89°07'46" E 1303.65
885.35
North line of the SW ¼ of the NE ¼ of Sec. 6, Twp. 120, Rng. 22
S 2°51'30" W 1209.47
West line of the SW ¼ of the NE ¼ of Sec. 6, Twp. 120, Rng. 22
IP ½ Inch 57070
S 2°51'30" W 2650.07
South Quarter Corner of Sec. 6, Twp. 120, Rng. 22 Hennepin County, MN Cast Iron Monument
North line of the South 47.36 feet of the SW ¼ of the NE ¼ Sec. 6, Twp. 120, Rng. 22
N 89°54'15" E
IP ½ Inch 41.41
N 89°11'13" E 908.61
NOT PLATTED
Centerline of State Aid Highway No. 101 per Doc. No. 1113551
CROW RIVER ADDITION
MINNEHAHA COUNTY STATE AID PLAT 29
Shadyview Ln.
Lane North
Drainage & Utility Easement
MINOR WATER UNNAMED ID 27020700
West line of Gov't Lot 2, Sec. 6, Twp. 120, Rng. 22
East line of the N ½ of the NW ¼ of Sec. 6, Twp. 120, Rng. 22
S 17°12'41" W 64.28
S 17°12'41" W 1021.80
S 3°40'00" W 390.00
N 3°40'00" W 359.86
S 3°40'00" E 324.88
S 74°01'07" E 177.30
N 74°01'07" W 177.30
S 15°58'53" W 207.09
N 15°58'53" E 207.09
N 62°58'49" W 318.12
S 75°00'00" E 64.75
N 19°51'45" E 188.13
S 46°00'00" W 560.00
S 58°34'00" E 531.12
S 2°51'31" E 1181.46
N 52°45'45" W 529.04
N 2°51'31" W 1181.46
S 61°52'14" W 194.88
S 86°00'00" W 67.38
S 20°17'27" W 51.24
S 30°56'16" E 39.92
S 52°20'04" E 228.71
S 64°04'17" E 356.39
N 17°00'44" E 1447.63
S 6°17'00" E 249.16
S 25°56'43" E 723.12
N 25°56'43" E 229.33
S 46°00'00" W 207.34
S 52°50'20" E 188.72
S 0°39'10" W 18.24
N 2°51'31" E 1181.46
N 2°51'31" E 1181.46
S 2°51'31" E 1181.46
S 2°51'31" E 1181.46
S

Stantec

Memo

To:	Jon Sevald	From:	Jason Quisberg, Engineering Nick Findley, Engineering Ben Otto, Engineering
Project:	Reserve at Vineyard Meadow	Date:	2/26/2026

Exhibits:

This Memorandum is based on a review of the following documents:

1. Reserve at Vineyard Meadow Plans by Widseth, dated 2/5/2026, 16 sheets
2. Reserve at Vineyard Meadow Preliminary Plat by Widseth, dated 12/5/2025, 3 sheets
3. Reserve at Vineyard Meadow Final Plat by Widseth, undated, 4 sheets
4. Stormwater Management Report Reserve at Vineyard Meadow by Widseth, dated 2/5/2026, 144 sheets.

Comments:

General

1. Consistent with the review process, a comment response letter shall be provided in response to the following comments provided in this Memorandum in which the applicant provides a written response to each item.
2. In addition to engineering related comments per these plans, the proposed plans are subject to additional planning, zoning, land-use, and other applicable codes of the City of Dayton.
3. Final approval by the Elm Creek Watershed Management Commission must be attained before any site grading or activity may commence.
4. For any site activity (demo, grading, utilities, etc.) no closures or restrictions of any kind shall be imposed upon the public use of Shadyview Ln N without the City's permission and Brockton Ln N without the City and County's permission. Should any lane restrictions be necessary, the Contractor shall notify the City at least 48 hours in advance and provide a Traffic Control Plan.
5. All work to be completed withing the ROW of Brockton Lane is to be properly coordinated, permitted, and approved with Hennepin County.
6. Any underlying easements no longer necessary must be vacated.
7. Show all existing utilities located within the site on the plans.
8. Outlots shall be covered by drainage and utility easements.
9. The current plans do not show the entirety of the proposed site.
10. It appears that lot splits and/or future clusters of homes could be accommodated.
11. Proposal protects a reasonable utility corridor alignment to service the area in the future.
12. The proposed layout does not appear to prohibit future utility extension to service adjacent areas in the future.

13. The standard detail plates have been updated this winter. Coordinate with the Engineering Department for the current set.

Plat

14. The highwater level of all ponded areas including culvert crossings, ponds, wetlands, and other depressions must be encompassed by drainage and utility easement. Provide HWL contours on plans for reference.
15. The proposed EOF path for Basin (P-3) is to be within a drainage and utility easement. It is currently shown extending into adjacent lots including alternate septic sites.
16. Hennepin County has indicated that an additional 17' ROW is to be provided.

Erosion Control/SWPPP

17. Provide drainage arrows on the erosion control plan.
18. Contours end abruptly near Infiltration Basin P-2.
19. SWPPP shall include contractor information once determined.
20. SWPPP shall include individual responsible for erosion control once determined.
21. Provide infiltration basin protection and installation guidance.
22. Call out seed mixes to be used for restoration including basins and wetlands.

Wetlands

23. Wetland buffers are to be provided meeting the City of Dayton (10' minimum, 25' average) and Elm Creek Watershed Management Commission standards. Provide wetland buffer signage at every property corner and angle points of the wetland buffer per the standard details.
24. All wetlands HWL are to be modeled to ensure HWL is contained within drainage and utility easements.
25. All wetland impacts are to be properly permitted.

Transportation

26. Hennepin County has CSAH 13 on its capital improvement plan for 2027. Coordination with the county is to take place regarding the requirement of turn lanes and if improvements would be allowed after the planned 2027 project, if applicable.
27. Currently the Rural Collector Street Section is provided. The minimum allowable section for the proposed Shadyview Lane extension is as follows:
    - 1.5" SPWEA340B Wear Course
    - 2" SPNWB330B Base Course
    - 12" Class 5 Aggregate
28. Ensure the proposed roadway meets a 30 MPH design speed. The K values are currently out of compliance with the standards in the following locations:
    - HP Sta 4+90.29
    - LP Sta 12+00.85

Site Plans

29. Add street sign on separate post at the intersection of the proposed roadway and Brockton Lane meeting the City of Dayton standard details.

30. Provide a speed limit sign at the proposed entrance from Brockton Lane.
31. No parking signs are to be provided along the proposed roadway.

Grading /Stormwater

32. In comparison of the existing surface to publicly available LiDAR data, it appears the existing surface is based on LiDAR. The existing surface is to be based on field collected survey data in all areas where work is proposed or the elevations may affect the design. This includes street tie ins, existing and proposed EOFs, and other relevant data.
33. Currently the existing contours are shown as 2' and 10' contours, while the proposed contours are shown as 1' and 5' contours. Revise to ensure a consist contour spacing is used across the project.
34. Grades in areas to be maintained are to be a maximum of 4:1 maximum. Areas to be unmaintained are allowed up to 3:1.
    - Currently the proposed ditches and tie in at Shadyview Lane show slopes steeper than 4:1, revise to ensure maintained areas are 4:1 or less.
35. All drainage swales are to be 2% or greater.
36. Approval from Hennepin County will be required for the proposed EOF shown over Brockton Lane.
37. Culverts for proposed driveways are not included in the plans provided. Driveway culverts will be reviewed with the building permits and must comply with City of Dayton standard details. The culverts shall be sized as a part of the stormwater efforts of this plat. Provide with next submittal.
38. Ditch highpoints are called out in some locations but not others. Provide ditch highpoint spot elevations in all applicable locations.
39. Drainage arrows are provided within the site that call out 4:1 while not maintaining 4:1 grading. Ensure all drainage arrows are accurate.
40. All proposed BMPs are to include a maintenance bench and maintenance access meeting the standards laid out in STO-17.
41. The tie in to the existing portion of Shadyview Lane show slopes in excess of 3:1, ensure slopes are a maximum of 4:1. The transition from the existing to proposed development shall be smooth without substantial grade breaks or differences compared to the existing yards.
42. There are multiple locations where the proposed contours tie into existing in a way that does not direct drainage towards the proposed ditch. Some of these locations appear to send drainage towards proposed homes.
43. Shared lot line swales currently do not show a defined ditch. Swales must show a defined ditch directing the flow during building permits. If drainage flows off of one proposed lot to another, a drainage and utility easement will be required covering the flow path.
44. Provide profiles for all proposed utilities included within the planset.
45. A R-3067-V casting is proposed within the greenspace, revise to use a casting appropriate for the greenspace.
46. All proposed storm sewer pipes are required to be RCP.

47. Draintile to be provided 50’ in each direction of low points. Draintile outlet to be daylighted to proposed ditches and include headwalls meeting MNDOT Detail 3131C with rodent guard.
48. Currently the plans use detail STO-09A for flared end sections. Is there a reason not shown within the plans for why standard detail STO-08 is not being used?
49. Potential groundwater interactions with adjacent properties have been identified. To date, it has not been confirmed that improvements on this site will further contribute to downstream concerns related to subsurface interactions. However, if, at any point throughout this project, it is determined that there is direct connection between the downstream evidence of these potential subsurface interactions and the proposed, or completed, improvements on this site, additional improvement modifications, and/or mitigations, may be required.
    - It is recommended that ample geotechnical exploration be conducted, especially in the areas of stormwater conveyance and ponding, prior to construction. Identifying sand seams, or other subsurface features that may be allowing underground flows to adjacent properties, early, could facilitate design modifications to address concerns, rather than relying on mitigation, should detrimental impacts occur downstream post-construction.
50. Provide contour labels on existing and proposed drainage maps.
51. Existing conditions row crops shall use values that represent predevelopment conditions
    - HSG A – 32
    - HSG B – 58
    - HSG C – 72
    - HSG D – 79

    Dual HSG classifications shall use the first letter unless there is evidence of a seasonally high groundwater level within 2 feet of the surface. Proposed conditions such as EX01 that are unchanged from existing conditions can remain the same.

52. Verify the use of Hydrologic Soil groups for existing and proposed conditions. Soils Map and boring show A soils compared to the modeled D soils.
53. Include driveway impervious to maximum length to ensure all impervious is accounted for.
54. City standard OCS detail plate shall be used. Concrete pipes shall be used for all City infrastructure.
55. Trees shall be located outside of the infiltration basin downslope and above the 100-yr HWL elevation.
56. Infiltration basin OCS details show opening below the bottom of the basin. Verify details are correct and update to standard OCS detail plates.
57. Starting water surface elevation shall start at the controlling outlet device such are orifice or weir and not the sand surface.
58. Update Rim elevations and pipe sizes to match the model. Plans should be updated to a 15” RCP to match the pipe shown on plans.

59. Provide a minimum separation of 1’ from the HWL to the EOF and 1’ from the EOF to the top of berm.
60. Road drainage shall be pre-treated with a forebay basin sized to 10% of the WQ volume prior to discharging to the infiltration system.
61. Infiltration P-3 shall model the outlet pipe as a pipe and not an orifice.
62. Provide drawdown calculations for 48-hour drawdown. Infiltration rates over stormwater manual may require infiltration rate testing such as double ring after final construction.
63. Show ultimate EOF flow path and elevation for large wetland P-1. If there is not a defined path, a piped outfall may be required.
64. Provide wetland and basin information including HWL, name, bottom, and EOF elevation on plans.
65. Basement floor elevation is shown 3-4 feet below Wetland 4. To prevent sumps from running the developer may want to revise houses to provide separation between the NWL and the basement floor elevation.
66. Lot 5 L.O. shall provide a minimum of 1’ separation from the EOF of wetland 4 to the L.O. elevation.
67. Include wetland and drainage area from the culvert crossing to the north into the model. It appears that offsite drainage may impact on the infiltration basin P-3.
68. The EOF of P-3 road overtopping is directed at the SOG of lot 1. Show individual lot grading showing water will not impact house.

Watermain/Sanitary Sewer

69. Existing wells or septic systems no longer needed are to be removed in accordance with all applicable regulations.
70. At the north tie into Shadyview LN, the existing watermain gate valve is called out for relocation. Provide clarification on why the valve to be relocated. If relocated, it is anticipated that a new valve will be needed.

Landscaping

71. All landscaping is to be in areas with slopes a maximum of 4:1.
72. Landscaping is shown within the 100-yr HWL of a proposed BMP. All landscaping is to be outside of the 100-yr HWL for all BMPs.
73. The proposed access route and maintenance bench is to be free of all landscaping.

Lighting

74. Provide cobra style street light at the intersection of the proposed roadway and Brockton LN.

Other Comments

75. Specific building and lot grading information is not provided as a part of this submittal. The proposed sites shall meet all of the requirements set forth in the building permit process and will be reviewed at that time. It is recommended that the applicant evaluate the sites and ensure that the standards are able to be met.

- These standards include that grading is to be a maximum of 4:1 in maintained areas and 3:1 in unmaintained areas. Swales are to be 2% or greater.
- This includes driveway slopes between 2-10% as stated within the standard detail plates.
- The proposed homes are also shown as close to the roadway as possible. This may not be realistic for grades, builder preference, etc. This should be taken into account with the design and provided building elevations.

End of Comments

HENNEPIN COUNTY
MINNESOTA

March 12, 2026

Hayden Stensgard, Senior Planner
City of Dayton
12260 S. Diamond Lake Rd
Dayton, MN 55327

Re: Preliminary & Final Plat Review — Reserve at Vineyard Meadows (received Feb. 13, 2026)
County State Aid Highways (CSAHs) 12 (Dayton River Road) & 13 (Brockton Lane N)
Hennepin County Plat Review ID #4167

Mr. Stensgard:

Please consider the following comments for the preliminary and final plat of Reserve at Vineyard Meadows, to develop 11 single-family homes and outlots on 119 acres of agricultural land south of CSAH 12/CSAH 13 intersection in Dayton (PIDs 0612022130002, 0612022120008 and 0612022210002).

Access: Staff support the proposed access on CSAH 13 and connection to Shadyview Lane which already intersects CSAH 12. County staff request the installation of left-turn lanes for safety and operations purposes on both CSAH 12 and CSAH 13. The turn lane designs will need to be reviewed and approved by Hennepin County staff.

Right-of-Way: Consistent with recent developments and to support future transportation needs for each corridor, staff request 27 feet of right-of-way dedication on CSAH 12 (for a total half right-of-way of 60 feet) and 17 feet of right-of-way dedication on CSAH 13 (for a total half right-of-way of 50 feet).

Drainage: The existing drainage patterns shall not be altered unless approved by Hennepin County. Watershed district approval and drainage calculations are required if the work alters existing patterns. The drainage, overland or through pipes, shall not exceed pre-construction rates for the two, 10 and 100-year events. Please ensure ordinance 22 is met: https://www.hennepin.us/your-government/ordinances/ordinance-22.

Permits: Please inform the developer that all construction within county right-of-way requires an approved Hennepin County permit prior to beginning construction. This includes, but is not limited to, driveway and street access, drainage and utility construction, trail development and landscaping. *Contact: Doug Heidemann, Permits Coordinator at 612-596-0336 or douglas.heidemann@hennepin.us*.

Please note that CSAH 13 is currently scheduled for roadway rehabilitation in 2027. County staff will work with the city to ensure these projects are closely coordinated. Please contact Christina Neel at christina.neel@hennepin.us or 612-596-0244 for any further discussion.

Sincerely,

Carla Stueve, PE
County Highway Engineer

ITEM:
Final Plat of DCM Farms Second Addition

APPLICANT/PRESENTER:
Tom Dehn, Sundance Woods, LLC

PREPARED BY:
Jon Sevald, Community Development Director

POLICY DECISION / ACTION TO BE CONSIDERED:
1. Motion to **Approve** the Final Plat of DCM Farms Second Addition
2. Motion to **Deny** the Final Plat of DCM Farms Second Addition, with Findings (need to define Findings)
3. Motion to **Table** to allow the Applicant to provide additional information (need to define additional information)

BACKGROUND:
DCM Farms consists of 254 single-family detached homes, generally located east of Fernbrook Ln, north of 113th Ave, and south of 117th Ave. The Preliminary Plat was approved in 2025, and the 1st Addition (106 lots) was Finaled in 2025. The Final Plat of the 2nd Addition (148 lots) includes the remainder of the residential lots. Subsequent final plats will include a planned commercial development (no timeline).

As a PUD, the Preliminary Plat was approved with deviations to the City Code to allow for 70% of lots to be less than 62' wide, whereas the R-3 district allows up to 30% of lots to be narrower. Other deviations are related to the narrower lots (e.g. reduced rear yard setbacks, increased impervious surface area).

CRITICAL ISSUES:

Fernboork 6	The Developer is working with six homeowners along the west side of Fernbrook Ln regarding extending utilities along a D&U easement behind the six homes. Staff is recommending this D&U easement be platted as an Outlot and dedicated to the City. The reason being, is to avoid any potential conflicts with future homeowners regarding property rights to an easement on underlying property. It is the intent of the six Fernbrook homeowners to connect to sewer & water when available (2026).
Roundabout	As part of the Development Agreement in the 1st Addition, the Developer agreed to pay up to $2 million toward improvements to Fernbrook Ln (e.g. roundabout at 114th Ave/Sundance Pkwy, & related studies). Those funds will be paid to the city as part of the 2nd addition. The city is coordinating studies, which is anticipated to be completed in April 2026. The city intends to coordinate construction of the 114th roundabout with roundabouts at Rush

Creek Pkwy and 117th Ave. However, there is no funding source for the other two roundabouts. Therefore, there is no timeline for construction.

Development Agreement — The Development Agreement will be provided to the City Council for approval at a future meeting.

PLANNING COMMISSION RECOMMENDATION:
None.

STAFF RECOMMENDATION:
Staff recommends Approval.

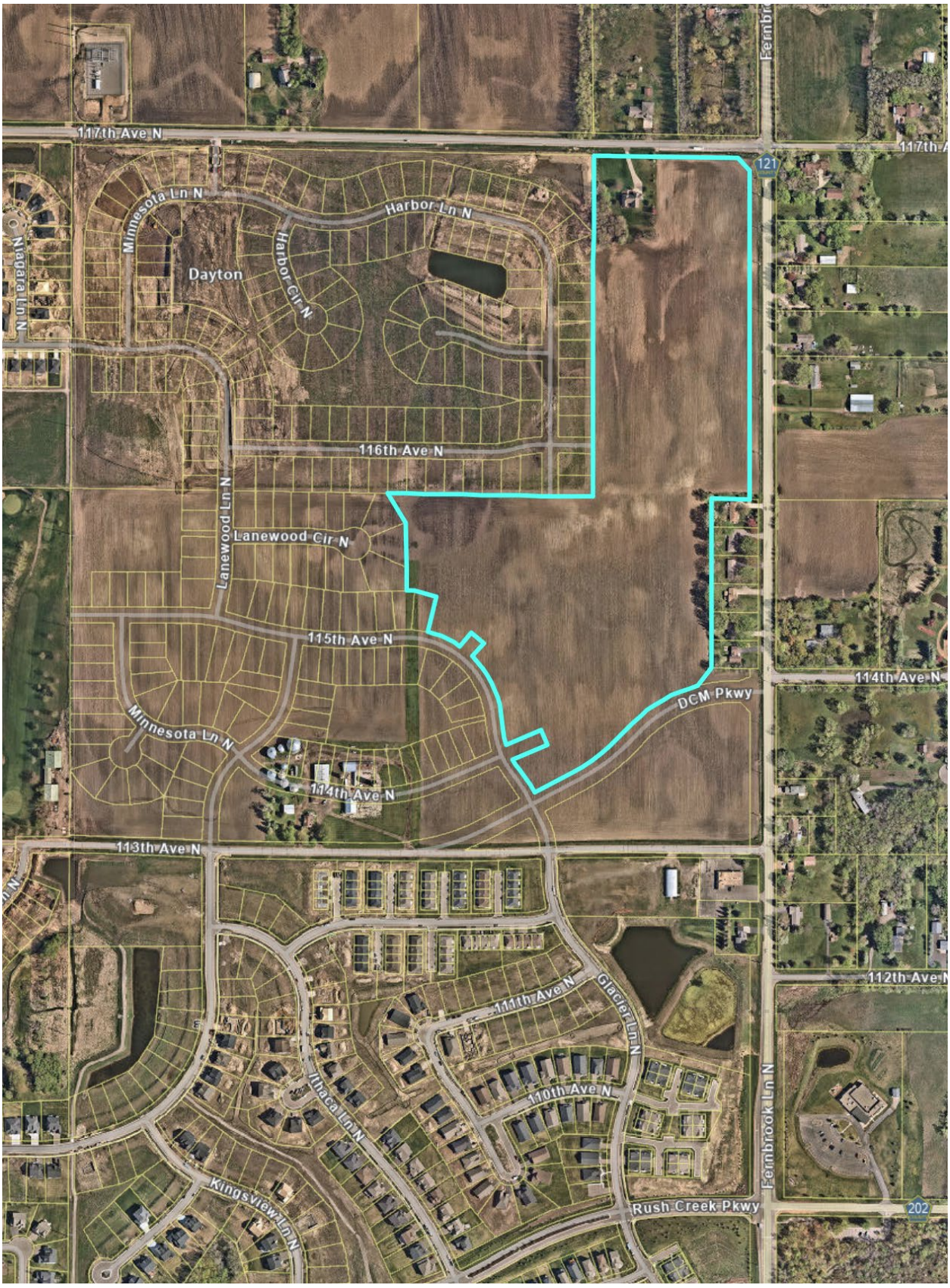
RELATIONSHIP TO COUNCIL GOALS:

Strategic Initiative	Goal	Key Outcome Indicator	Target	Action Items
Encourage Diversity and Manage Thoughtful Development	Create a variety of housing options	• Review housing type and lot size by %'s	• Proportionate housing types available	A) A-3 District B) Begin work on Comp Plan C) Develop Rental Housing Ordinance D) Seek out businesses more often E) Work with EDA to find niche businesses that are not in surrounding communities F) Complete Large Area Plan
	Encourage healthy lifespan of both residential and commercial operations	• Total amount of funding provided • Number of rental available and where they are located	• Maintain grant program • Manage number of rentals	
	Healthy Commercial Sector with services and job growth	• Net difference of businesses movement including their employment	• Maintain a positive difference in business movement	

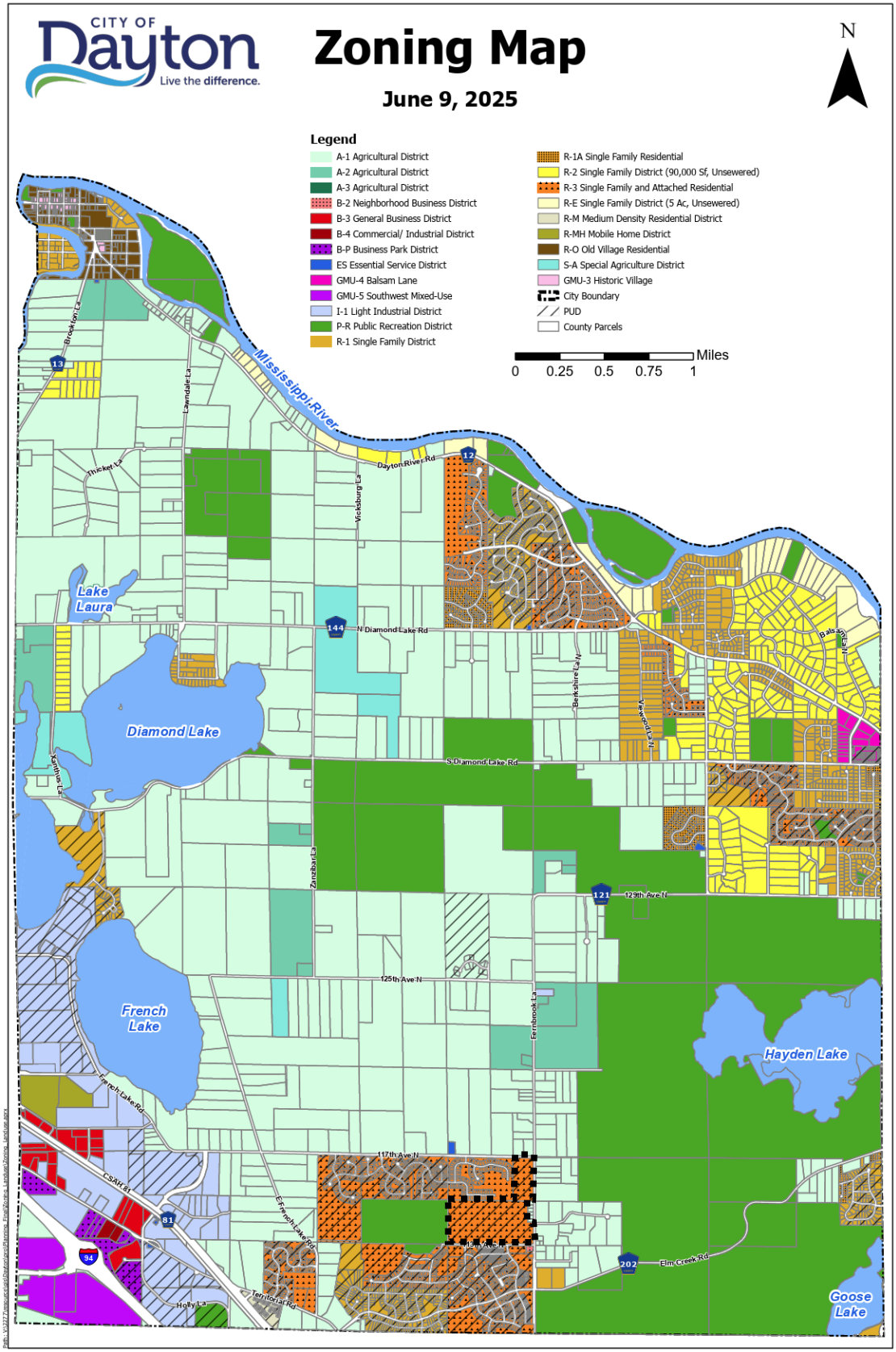
BUDGET IMPACT:
As part of the Development Agreement of DCM Farms (1st Addition), the Developer agreed to contribute up to $2 million toward a roundabout at Fernbrook and Sundance Pkwy.

ATTACHMENT(S):
Aerial Photo
Zoning Map
2040 Future Land Use Map
Rendering
Site Plan
Preliminary Plat
Final Plat
Resolution 20-2025, Preliminary Plat
Resolution 40-2025, Final Plat and Development Agreement (1st Addition)
Resolution 15-2026, Final Plat (2nd Addition)

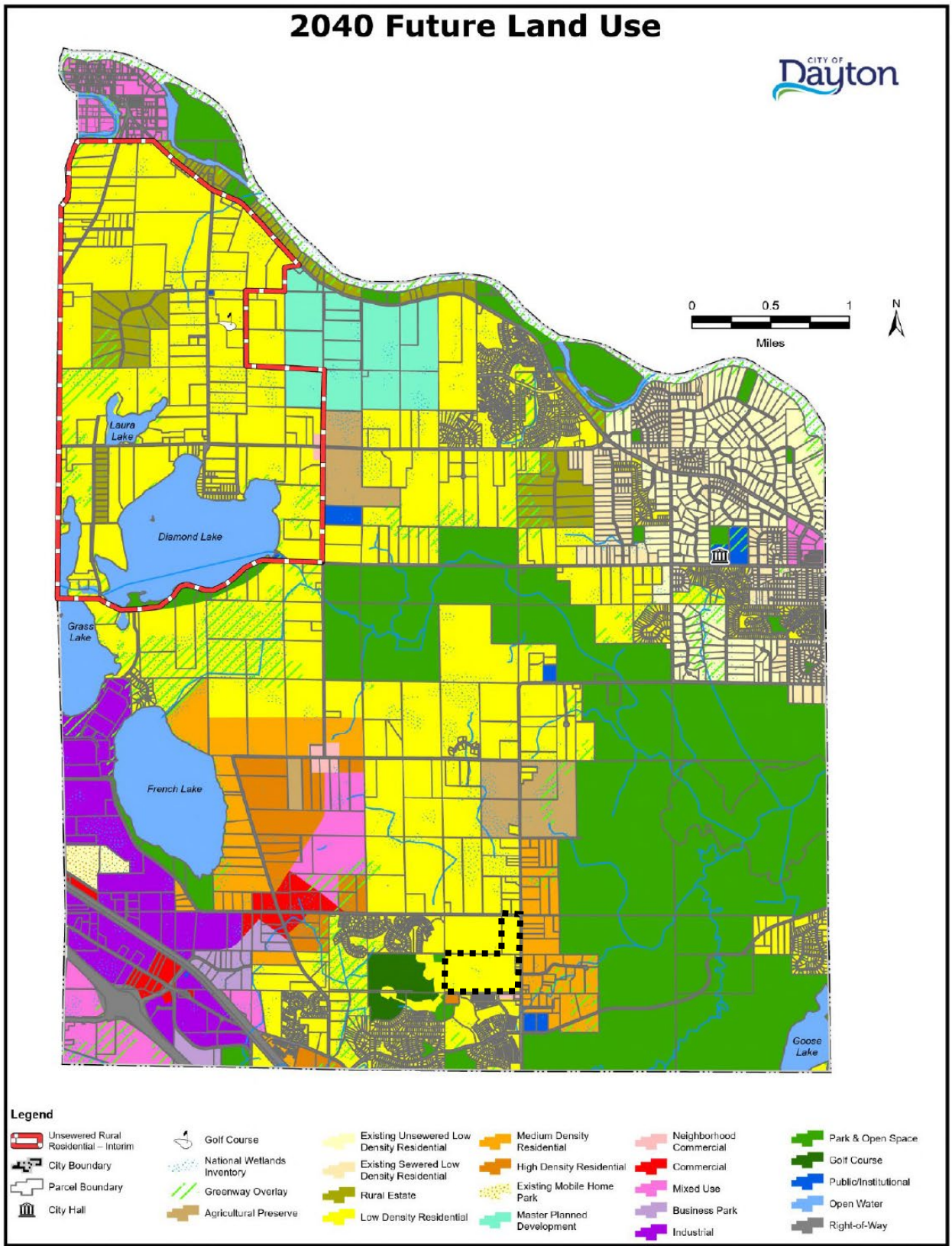
AERIAL PHOTO



ZONING MAP


CITY OF Dayton
Live the difference.
Zoning Map
June 9, 2025
N
Legend
A-1 Agricultural District
A-2 Agricultural District
A-3 Agricultural District
B-2 Neighborhood Business District
B-3 General Business District
B-4 Commercial/ Industrial District
B-P Business Park District
ES Essential Service District
GMU-4 Balsam Lane
GMU-5 Southwest Mixed-Use
I-1 Light Industrial District
P-R Public Recreation District
R-1 Single Family District
R-1A Single Family Residential
R-2 Single Family District (90,000 Sf, Unsewered)
R-3 Single Family and Attached Residential
R-E Single Family District (5 Ac, Unsewered)
R-M Medium Density Residential District
R-MH Mobile Home District
R-O Old Village Residential
S-A Special Agriculture District
GMU-3 Historic Village
City Boundary
PUD
County Parcels
Miles
0 0.25 0.5 0.75 1
Mississippi River
Dayton River Rd
N Diamond Lake Rd
S Diamond Lake Rd
129th Ave N
125th Ave N
117th Ave N
Elm Creek Rd
E French Lake Rd
French Lake Rd
Lake Laura
Diamond Lake
French Lake
Hayden Lake
Goose Lake
Brockton Ln
Lawndale Ln
Thicket Ln
Vicksburg Ln
Berkshire Ln N
Vervoort Ln N
Balsam Ln N
Sonmor Ln
Zanzibar Ln
Fernbrook Ln
Holly Ln
Territorial Rd
CSAH 81
13
12
144
121
81
94
202

2040 FUTRE LAND USE MAP



Stantec

Memo

To:	Jon Sevald, Planning	From:	Jason Quisberg, Engineering Nick Findley, Engineering Ben Otto, Engineering
Project:	DCM Farms 2nd Addition	Date:	3/18/2026

Exhibits:

This Memorandum is based on a review of the following documents:

1. DCM Farms 2nd Addition Plans by Sathre-Bergquist, Inc., dated 3/9/2026, 56 sheets
2. DCM Farms 2nd Addition Final Plat by Sathre-Bergquist, Inc., undated, 7 sheets
3. DCM Farms 2nd Addition Landscape Plans by Pioneer Engineering, dated 1/6/2026, 3 sheets
4. DCM Farms SWMP by AE2S, dated 7/14/2025, 2152 sheets

Comments:

General

1. Consistent with the review process, a comment response letter shall be provided in response to the following comments provided in this Memorandum in which the applicant provides a written response to each item.
2. In addition to engineering related comments per these plans, the proposed plans are subject to additional planning, zoning, land-use, and other applicable codes of the City of Dayton.
3. For any site activity (demo, grading, utilities, etc.) no closures or restrictions of any kind shall be imposed upon the public use of 113th Ave N and 117th Ave without the City's permission. Should any lane restrictions be necessary, the Contractor shall notify the City at least 48 hours in advance and provide a Traffic Control Plan.
4. The standard detail plates have been updated over the winter. Coordinate with the Engineering Department for the current set.
    - Details have been sent and are expected to be included in the next submittal.
5. On sheet 24 there is a multileader which does not contain any text or point to anything within the design.

Plat

6. The proposed site plan does not appear to include an alley easement along the back of the existing lots along Fernbrook. If a future alley is to be accommodated appropriate easements including specific language related to the alley will be required. The extension of utilities along the alley corridor as a part of the proposed work should be discussed. Additional discussion with the Planning Department is required.

- In discussions with the applicant, it appears that the utilities will be provided within future submittals.
- In discussions with City Staff, rather than an easement along these lots, it is to be an Outlot deeded to the City covering the path from the proposed Sundance Parkway to Gable Lane. Ensure a minimum width of 30' is provided where not already maintained.

7. The roadway easement designation shall be removed from Outlot F.
8. All trails located outside of the ROW and not within an Outlot to be owned by the City of Dayton are to be covered by easement granting access and maintenance rights.
   - Applicant indicated that an easement will be provided for Block 3. This may be applicable depending on ownership of Outlot E. This comment would still be applicable for the trail along Block 2 depending on alley easement discussions.
9. Ensure all utilities located within easement have a minimum of 20' of easement centered on the pipe. The following locations are where this is not maintained.
   - L1-2B6

Transportation

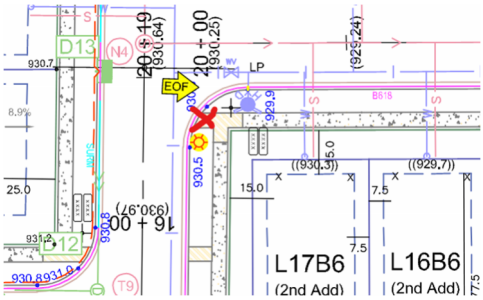
10. Revise the portion of roadway to be completed with the Fernbrook/114th RAB to extend to the highpoint (approximately 3+00).
    - Ensure that interim drainage allows for the proposed EOFs and drainage for that portion of the site to make it to Pond #1.

Site Plans

11. Provide curb along 117th Ave to storm structure T6, consistent with what has been completed by adjacent development to the west. This includes providing grading and storm sewer design (T5-6) necessary to ensure drainage is managed.
12. Remove the small trail stub shown going to the north at the 117th Ave and Fernbrook intersection.
13. Remove the no longer required driveway stub from 117th Ave onto the site (Bradley Dehn Parcel).
14. Provide road closed signs at the intersection of Sundance Parkway and Glacier Lane to be in place until the future roundabout improvements are completed.
15. Landscape boulders or other obstacles are recommended at the end of the private portion of Gable Lane N to help prevent vehicles from leaving the roadway and entering the pond.

Grading /Stormwater

16. Storm sewer run T5-7 is shown as being completed by others. Curb is to be installed to T6 and stormsewer T5 and T6 are to be installed. Ensure drainage within the area is maintained.
17. FES A3 is shown as a 36" pipe with a 42" apron. Update Hydraflow calculations to match plan pipe size.

18. Multiple Hydraflow line segments for Storm A do not match plans. For example, A19-A16, A13-A12, A7-A6, and A4-A3.
19. Ensure all ped ramps are designed to meet ADA standards. The examples included below are for reference and do not include every instance.
    - Landings are to be 2% maximum in all directions.
        i. More than half of the proposed landings show slope exceeding 2%. Examples include Harbor Ln, Gable Ln/Alley, Gable Dr/Alley, and Gable Ln/116th.
    - Per the MNDOT Pedestrian Ramp details, landings are to be provided in locations where PAR changes directions. This is not maintained at both Gable Ln/116th Ave intersections.
20. A pedestrian ramp is shown directing pedestrian traffic into the street without an adjacent ramp at the intersection of Gable Lane N and 116th Ave N. Remove pedestrian ramp, ensure the change of direction meets the landing requirements.
    - 

21. Where sump draintile is provided within swales, provide perforated draintile with the holes facing upwards. The updated detail plates include additional information.
    - The updated detail plates have been provided. Ensure the areas are clearly identified within the plans.
22. Per standard detail STO-13A draintile is to be extended 250ft in each direction at low points and 150ft upstream from catchbasins located in the mid-slope. Correct all instances of noncompliance.
    - The existing draintile located in 116th Ave is not extended into the proposed development to meet the requirements of the standard details.
    - CBMH D11 - extend around the corner to the highpoint at a minimum.
    - CBMH F14 – draintile ends within 50’ and is to be connected to the structure per standard details.
23. Provide draintile running along crossing pipe where cover is not maintained for storm utilities (A13 and A14).
24. Update storm profiles so that manholes are referenced to line up with FG surface. Multiple rims are shown below the FG on the storm profile.
25. Show all invert up and invert down columns for Hydraflow calculations.
26. There are numerous callouts referencing the existing temporary ditches located on the plans and profiles. The applicant indicated that the temporary ditches are to be removed but references remain (sheet 29).

27. Plans call out a 15" bulkhead from previous addition, ensure all design information is clear, accurate, and related to this submittal (sheet 31).
28. Interim grading spot elevations for the commercial area have been provided. Provide the EOF elevation and path to Pond #1 if CBMH A6 were to fail or become inundated.
29. There are multiple locations where side lot swales direct drainage outside of the easement and towards proposed homes. Ensure all sidelot swales are centered on the easement and stay within the easement. Below are examples, correct all instances.
    - Between L5-6B2 the swale is not centered within the easement.
    - Arrow within L15B10 shows drainage sheeting across property outside of the easement.
    - L14-15 there is an unknown spot elevation that causes the drainage to leave the easement.
    - L21-23B10 sends drainage outside of the easement.
    - L1-2B11 ensure that the drainage stays within the swale at the rear yard easement.
    - L27-28B10 sends drainage towards L28L10.
    - L6-7B11 sheets towards L6B11.
30. Drainage within maintained areas is to be a maximum of 4:1 and within unmaintained areas the maximum is 3:1. Drainage swales are to be a minimum of 2%. These requirements will be upheld during the building permit process which may result in retaining walls, landscaped areas, or other remedies.
    - Examples where 4:1 slopes are not maintained include L6-67B2, L7-8B10, L7-8B11, L8-9B11, L12-14B10, and L10-11B10. Ensure all instances are revised.
        a. It appears the swale between L16B10 and the proposed trail exceeds 4:1 on the side slopes.
        b. It appears the swale along the southern lot line of L19B8 exceeds 4:1 on side slopes.
    - Examples of where 2% is not maintained include L17-18B10, north of L17B10, L2-3B11, L24-25B10, L8-9B11, L9-10B11, L19-20B10, and L14B10 (property corner elevation shows 0.5%). Ensure 2% is maintained within all swales.
31. There are numerous locations where the EOF elevation is not provided. The EOF elevation must be provided for all storm sewer low points, greenspace low points, ponds, and other drainage features.
    - Examples of where this is not provided include near structure D11, D13, and A21.
    - The EOF provided near storm structure F3 does not meet the separation requirements for the adjacent properties.
    - Between L7-8B2 there appears to be an inaccurate EOF label.
    - The EOF between L1-2B11 has been adjusted between 1st Addition and 2nd Addition submittals. The 1' of separation between the EOF and GF elevation is still required.
32. Provide low opening information for existing homes along Fernbrook to ensure the separation requirements are met within the drainage system adjacent to the properties.

33. The grading plan indicates that drainage will flow directly over Trail D. Provide callouts and transitions lengths for where the trail is to go from crowned to sheeting across.
    - Cross slope has been shown, callouts indicating starts, stops, and transitions are still required.
34. The grading plan indicates drainage flowing within a proposed trail behind the existing homes along Fernbrook. Revise drainage be within a swale and not on top of the trail.
    - The trail has been revised to include cross slope, callouts indicating starts, stops, and transitions are still required.
    - Provide additional information showing there is a swale along the trail and the flow is not sustained along the shoulder/bit edge.
35. In some side lot swales the spot elevations conflict with the proposed contours. Ensure all spot elevations including high points are included and accurate. An example of this is the side lot swale between L13-14B10. The contours indicate a highpoint between spot elevations but it is not shown.
    - A high point elevation has not been added.
    - Between L20-21B10 a 939 spot elevation is shown on top of a 938 contour.
36. Update D.A. 31/D.A. 37 descriptions to include a breakdown of back of residential lots, Sundance parkway, Fernbrook roundabout improvements and associated future impervious associated with outlot. Update to provide an outlot label on the plans for the future outlot impervious. Additionally update the SWMP to document the provided table and breakdown for future expansion.
37. Provide street spread calculations for all CB's that have an incremental Q greater than 2 cfs.
38. Maximum allowable spread is half of the drivelane. Revise to add additional catch basin upstream or at the low point. For example, D3-D4 shows a spread of 9.5' while half of the drive lane is 7.5'.
39. Currently the proposed storm sewer stub located within the future commercial area does not provide any design information. At a minimum a length and slope needs to be provided for use during construction and future design.
40. It appears CBMH A1 is shown as to be completed as a part of this project. Revise to be shown as completed by others. Ensure other comments included within the profile are clear, as there appears to be information provided from 1st Addition.

<u>Watermain/Sanitary Sewer</u>

41. Provide crossing information including separation measurement on all profiles for all utilities. This includes sanitary sewer, watermain, and storm profiles.
    - Additional have been provided but multiple are still missing including near storm structure F2 and storm structures D3-4.
42. There are multiple locations where conflicts are shown within proposed utilities.
    - Watermain and sanitary sewer are shown within conflict near MH T13.
    - Watermain is shown with less than 2' of separation with F2-F1 storm run.
43. Revise the proposed C-905 sanitary sewer to be C-900 per manufacturer change to a unified standard.

- The existing pipe is still shown as C-905. Confirm the material installed previously, as C-900 was requested during 1st Addition due to the unified standard change.
- C-905 is still shown between manhole T13 and T14.

44. Proper separation is not provided between sanitary sewer and storm sewer for storm run F30-31 and CMBH D3-4. Ensure a minimum of 18" of separation is provided. Provide insulation if separation is less than 2'.
    - The 1' of cover provided (measured value as separation is not included in profile) is not sufficient. Evaluate raising FES F30 to reduce the slope and provide the required 18" of cover. The outlet must be armored from the outlet flare to the NWL with rip rap.
    - The 0.5' of cover provided (measured value as separation is not included in profile) is not sufficient. Evaluate shifting structures D3-D4 to the north to allow for additional cover. When shifted to the north, the trail crossing shall be adjusted to no longer be skewed.
45. It appears proper separation may not be provided between proposed sanitary sewer risers and watermain. An example of this is shown at approximately STA 1+50 of 114th Ave N.
    - The risers appear to have not been updated. 2' of separation will be required during construction.
46. Watermain shown within Sundance Parkway near station 28+00 does not maintain 7.5' of cover. Ensure all watermain maintains a minimum of 7.5' of cover.
47. Multiple hydrants shown within profiles are buried, ensure all hydrants are installed with reference to the proposed grade.
48. A watermain tee is shown within the profile located in Harbor Lane cul-de-sac, there is no tee shown within the plan view.

<u>Fire Department</u>

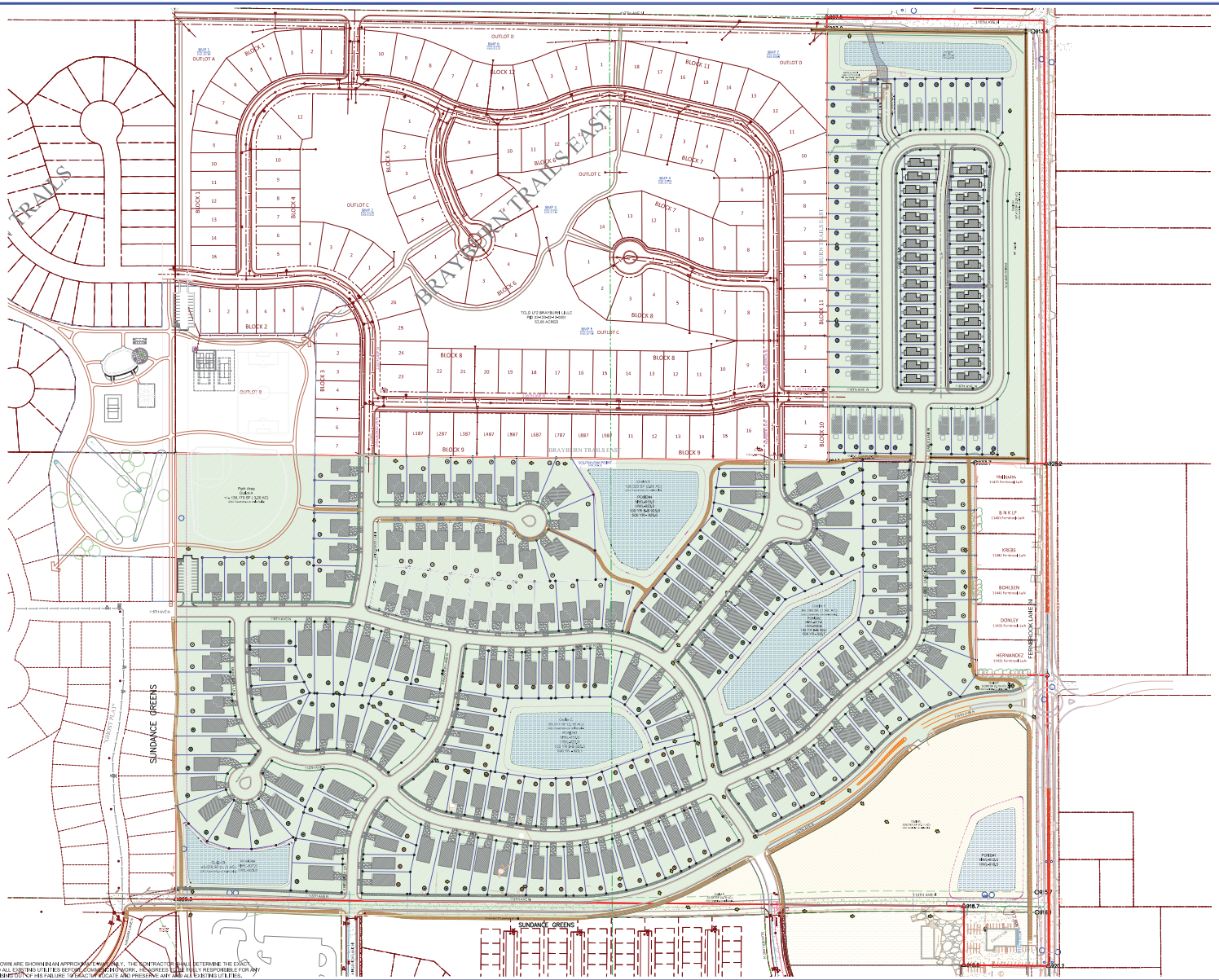
49. Per fire code, turnarounds are required for roadway lengths longer than 150'. Revise the proposed private street at the north of the site to have a turnaround meeting fire code or reduce the road length to be 150' or less.
    - Due to concerns over access to northern most lot during emergency situations, revert the design back to the original layout.
        - Include clarifying design information on the drainage for the private street and ensure the proposed EOF meets separation requirements.

End of Comments

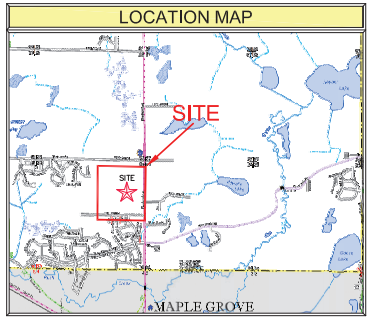
DCM Farms

Dayton, Minnesota

117th Avenue
Pond
Gable Lane
Gable Alley
Gable Drive
Fernbrook Lane
116th Avenue
Future Park
Lanewood Lane
Lanewood Circle
Pond
Harbor Lane
Pond
Gable Lane
115th Avenue
Minnesota Lane
Glacier Lane
Pond
114th Court
114th Avenue
Future Commercial
Pond
Pond
113th Avenue
113th Avenue



LOCATION MAP



SHEET INDEX TABLE

SHEET	Description
SP	Site Plan
ALTA	ALTA Survey
PP	Preliminary Plat
UP	Preliminary Utility Plan
GP	Preliminary Grading Plan
EC	Preliminary Erosion Control Plan

DEVELOPMENT DATA
PUD PLAN
253 Lots -

- 40 — 40' Lots - 33
- 45 — 45' Lots - 35
- 50 — 50' Lots - 42
- 55 — 55' Lots - 66
- 65 — 65' Lots - 72
- 75 — 75' Lots - 5

Street:
Public
60' ROW - 32' B-B
CDS - 50' R
15.5' Island

Private
28' B-B

SETBACKS
40 / 45 / 50 / 55 FT LOTS
Frontyard Setback: 25'
Corner Setback: 25'
Side yard Setback: 7.5/7.5'
Rear yard Setback: 25'
Hardcover: 55%

65 / 75 FT LOTS
Frontyard Setback: 25'
Corner Setback: 25'
Side yard Setback: 7.5/7.5'
Rear yard Setback: 25'
Hardcover: 35%

PREPARED BY	PREPARED FOR
ENGINEER SATHRE-BERGQUIST, INC. 14000 25th Ave N. Suite 120 Plymouth, MN 55447 PHONE: (952) 476-6000 FAX: (952) 476-0104 CONTACT : ROBERT S. MOLSTAD, P.E. EMAIL: MOLSTAD@SATHRE.COM	DEVELOPER SUNDANCE WOODS, LLC. 6701 Highway 10 NW Ramsey, MN 55303 CONTACT: TOM DEHN PHONE: (612) 328-2215 EMAIL: TOM.DEHN@POWERLODGE.COM

NORTH

150 75 0 75 150 300
SCALE IN FEET

EXISTING UTILITIES SHOWN ARE SHOWN IN AN APPROXIMATE MANNER ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ANY AND ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES ARISING OUT OF HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL EXISTING UTILITIES.

DRAWING NAME	NO.	BY	DATE	REVISION
DCM FARMS	1	RSM	02-18-25	CITY COMMENTS FROM PC MEETING
DRAWN				
RSM				
CHECKED				
ERJ				
DATE				
01-06-25				

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

Robert S. Molstad, P.E.
Date: 01/06/25 Lic. No. 26428

SATHRE-BERGQUIST, INC.
14000 25TH AVE N #120 PLYMOUTH, MN. 55447 (952) 476-6000

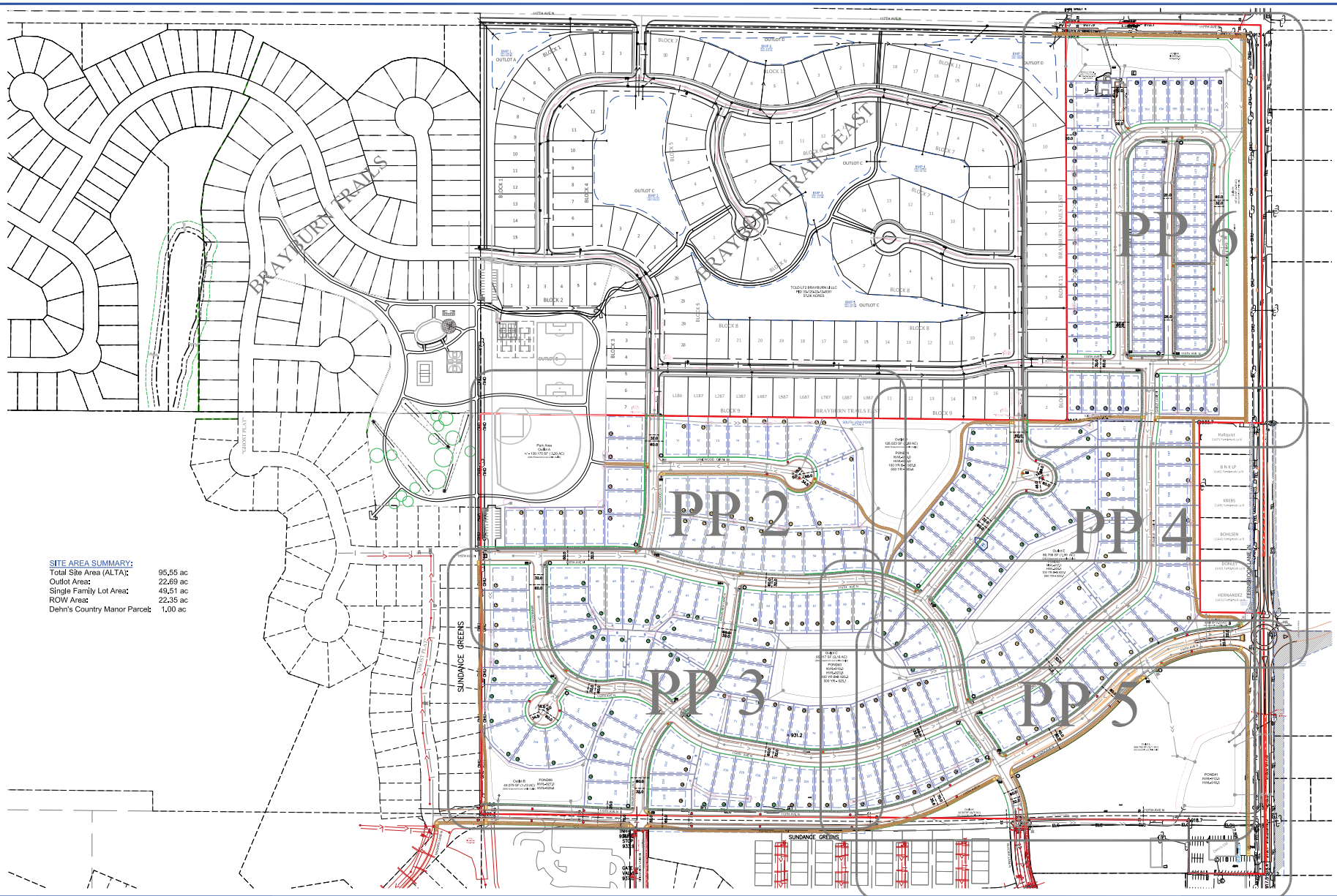
CITY PROJECT NO.
—

DAYTON, MINNESOTA

SITE PLAN
DCM FARMS
SUNDANCE WOODS, LLC.

FILE NO.
19214-006

SP1



FIELD CREW	NO.	BY	DATE	REVISION
XXX	1	RSM	9/27/24	CITY COMMENTS 09/2024
DRAWN	2	RSM	10/17/24	PC MEETING LAYOUT CHANGE
XXX	3	RSM	2/19/25	PC MEETING - SYSB CDS REMOVAL
CHECKED				
XXX				
DATE				
XX/XX/XX				

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I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 19th day of December, 2024

Daniel L. Schmidt, PLS — Minnesota License No. 26147
schmidt@sathre.com

SATHRE-BERGQUIST, INC.
14000 25TH AVENUE NORTH, SUITE 120
PLYMOUTH MN 55447 (952) 476-6000
WWW.SATHRE.COM

DAYTON, MINNESOTA

Hennepin County

PRELIMINARY PLAT - DCM FARMS

PREPARED FOR:
SUNDANCE WOODS, LLC.

FILE NO. 19214-006

PP1 / PP6

DCM FARMS 2ND ADDITION

C.R. DOC. NO._____

KNOW ALL PERSONS BY THESE PRESENTS: That Sundance Woods, LLC, a Minnesota limited liability company, owner of the following described property:

Outlot A, DCM FARMS, according to the recorded plat thereof, Hennepin County, Minnesota.

AND

Outlot B, DCM FARMS, according to the recorded plat thereof, Hennepin County, Minnesota.

Has caused the same to be surveyed and platted as DCM FARMS 2ND ADDITION and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat.

In witness whereof said Sundance Woods, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

Signed: Sundance Woods, LLC

_____
Thomas Dehn, President

STATE OF MINNESOTA, COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20____, by Thomas Dehn, President of Sundance Woods, LLC, a Minnesota limited liability company, on behalf of the company.

_____ _____ My Commission Expires:_____
Notary Public,_____, Minnesota (Signature) (Notary Printed Name)

SURVEYORS CERTIFICATE

I Colyn M. Tvete do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____.

_____
Colyn M. Tvete, Licensed Land Surveyor
Minnesota License No. 62269

STATE OF MINNESOTA, COUNTY OF HENNEPIN

This instrument was acknowledged before me this _____ day of _____, 20____, by Colyn M. Tvete.

_____ _____ My Commission Expires:_____
Notary Public, Hennepin County, Minnesota (Signature) (Notary Printed Name)

CITY COUNCIL, CITY OF DAYTON, MINNESOTA

This plat of DCM FARMS 2ND ADDITION was approved and accepted by the City Council of the City of Dayton, Minnesota at a regular meeting thereof held this _____ day of _____, 20____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

City Council, City of Dayton, Minnesota

By:_____, Mayor By:_____, Clerk

COUNTY AUDITOR
Hennepin County, Minnesota

I hereby certify that taxes payable in _____and prior years have been paid for land described on this plat, dated this _____ day of_____, 20____.

Daniel Rogan, County Auditor By: _____, Deputy

SURVEY DIVISION
Hennepin County, Minnesota

Pursuant to Minnesota Statutes Section 383B.565 (1969), this plat has been approved this _____ day of _____, 20____.

Chris F. Mavis, County Surveyor By: _____

COUNTY RECORDER
Hennepin County, Minnesota

I hereby certify that the within plat of DCM FARMS 2ND ADDITION was recorded in this office this _____ day of _____, 20____, at _____o'clock ____M.

Amber Bougie, County Recorder By:_____, Deputy

SATHRE-BERGQUIST, INC.

DCM FARMS 2ND ADDITION

C.R. DOC. NO._____

NORTH

80 40 0 40 80 160
SCALE IN FEET

The basis for the bearing system is the north line of Outlot B, DCM FARMS, which is assumed to bear North 89 degrees 07 minutes 46 seconds West (SEE SHEET 2 OF 7 SHEETS)

○ Denotes a 1/2 inch by 14 inch iron pipe monument set and marked by License No. 62269 in accordance with Minnesota State Statute 505.021, Subd. 10.

● Denotes a 1/2 inch pipe monument found and marked by License No. 62269, unless shown otherwise.

BRAYBURN TRAILS EAST 2ND ADDITION

BRAYBURN TRAILS EAST 3RD ADDITION

HARBOR LN N

LANEWOOD CIR N

GLACIER LANE NORTH

KINGSVIEW LANE N

114TH AVE N

13TH AVE N.

FERNBROOK LANE NORTH (C.S.A.H. NO. 121, PLAT 14)

SUNDANCE PARKWAY

DCM FARMS

OUTLOT A

OUTLOT B

DRAINAGE & UTILITY EASEMENT OVER ALL OF OUTLOT B

S89°18'42"E 762.11

N00°13'29"W 25.00

N89°18'43"W 243.97

49.60 Δ=06°02'49" R=470.00 CB=N6°01'52"E C=49.58

MATCH LINE B

60.00 S80°56'43"E

33.32 Δ=03°36'07" R=530.00 CB=N7°15'13"E C=33.31

N89°18'42"W 133.85

N00°16'17"W 470.86

126.81 N31°23'03"W

N01°26'06"W 252.36

S72°55'02"E 84.49

N88°11'14"E 29.37

S13°26'44"W 132.58

S39°02'34"W 66.36

N49°53'11"W 60.01

N39°02'34"E 65.22

130.93 Δ=21°07'53" R=355.00 CB=N68°23'07"W C=130.19

239.10 Δ=38°35'26" R=355.00 CB=N26°49'45"W C=234.61

N39°02'34"E 379.51

N67°01'11"E 250.25

S00°11'39"E 87.18

S11°15'57"W 72.44

N89°48'21"E 143.28

S55°58'22"W 70.00

5.61

11.19 N00°11'39"W

MATCH LINE A

60.00 S89°48'21"W

1.39 Δ=00°30'53" R=155.00 CB=N0°03'48"E C=1.39

N89°43'43"E 144.90

156.23

81.82 N36°27'54"E

S50°54'21"W 81.52

S47°21'39"W 74.12

S44°32'57"W 65.50

S46°15'10"W 59.02

S56°43'10"W 57.20

Δ=14°08'41" R=87.64 S65°58'13"W 132.24

15.53 Δ=2°30'23"

54.88 Δ=10°39'33" R=295.00 CB=S12°51'48"E C=54.80

S24°01'47"E 60.00

139.14 S65°58'13"W

47.71 Δ=09°15'56" R=295.00 CB=S34°29'57"E C=47.65

139.14 S65°58'13"W 97.47

Δ=10°32'13" R=530.00 CB=N33°51'49"W C=97.33

63.54 Δ=10°15'17" R=355.00 CB=S34°00'17"E C=63.45

34.31 Δ=0°17'06" R=1530.00 CB=N66°56'46"E C=34.31

N67°15'19"E 112.18

C=204.79 CB=S62°31'48"E R=330.00 Δ=36°09'14" 208.23

N80°36'25"W 207.52

367.40 Δ=32°08'16" R=655.00

C=187.50 CB=S22°04'51"W R=270.00 Δ=40°38'02" 191.48

N01°45'50"E 100.47

134.32 Δ=00°59'37" R=7745.67 CB=S88°59'47"E C=134.32

N89°29'35"W 492.82

80.79 Δ=06°28'27" R=715.00 CB=N87°16'11"E C=80.75

N05°58'02"W 5.00

274.91 Δ=22°11'07" R=710.00 C=273.20 ROW VARIES

166.14 S6°50'51"W

80.97 R=479.00 CB=N34°11'46"W C=80.97

158.29 S61°50'51"W

257.71 Δ=20°39'05" R=715.00

313.81 Δ=33°36'25" R=535.00 CB=S57°59'58"W C=309.33

INSET B
(SEE SHEET 5 OF 7 SHEETS)

INSET C
(SEE SHEET 6 OF 7 SHEETS)

INSET D
(SEE SHEET 7 OF 7 SHEETS)

SATHRE-BERGQUIST, INC.
ENGINEERS SURVEYORS DESIGNERS PLANNERS

DCM FARMS 2ND ADDITION

C.R. DOC. NO._____

U N P L A T T E D

FERNBROOK LANE NORTH

(C.S.A.H. NO. 121, PLAT 14)

S00°16'50"E 1218.91

S44°42'18"E 64.27

OUTLOT E

535.45

GABLE DRIVE N

N00°16'50"W 535.45

634.87

S00°13'28"E 664.40

GABLE LANE N

N00°11'39"W 138.42

N00°09'48"W 150.75

144.02 N89°18'42"W

UNPLATTED

OUTLOT D

INSET A
(SEE SHEET 4 OF 7 SHEETS)

INSET E
(SEE SHEET 4 OF 7 SHEETS)

DCM FARMS

116H AVE N

117TH AVE N

533.80 N89°07'46"W

OUTLOT E
DRAINAGE & UTILITY EASEMENT OVER ALL OF OUTLOT E

OUTLOT A
DRAINAGE & UTILITY EASEMENT OVER ALL OF OUTLOT A

NORTH LINE OF OUTLOT B, DCM FARMS

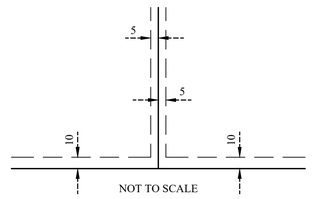
BRAYBURN EAST 2ND ADDITION

BRAYBURN EAST 3RD ADDITION

TRAILS ADDITION

MATCH LINE B

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



Being 5 feet in width and adjoining side lot lines and being 10 feet in width and adjoining public ways, unless otherwise indicated on this plat.

The basis for the bearing system is the north line of Outlot B, DCM FARMS, which is assumed to bear North 89 degrees 07 minutes 46 seconds West

○ Denotes a 1/2 inch by 14 inch iron pipe monument set and marked by License No. 62269 in accordance with Minnesota State Statute 505.021, Subd. 10.

● Denotes a 1/2 inch pipe monument found and marked by License No. 62269, unless shown otherwise.

NORTH

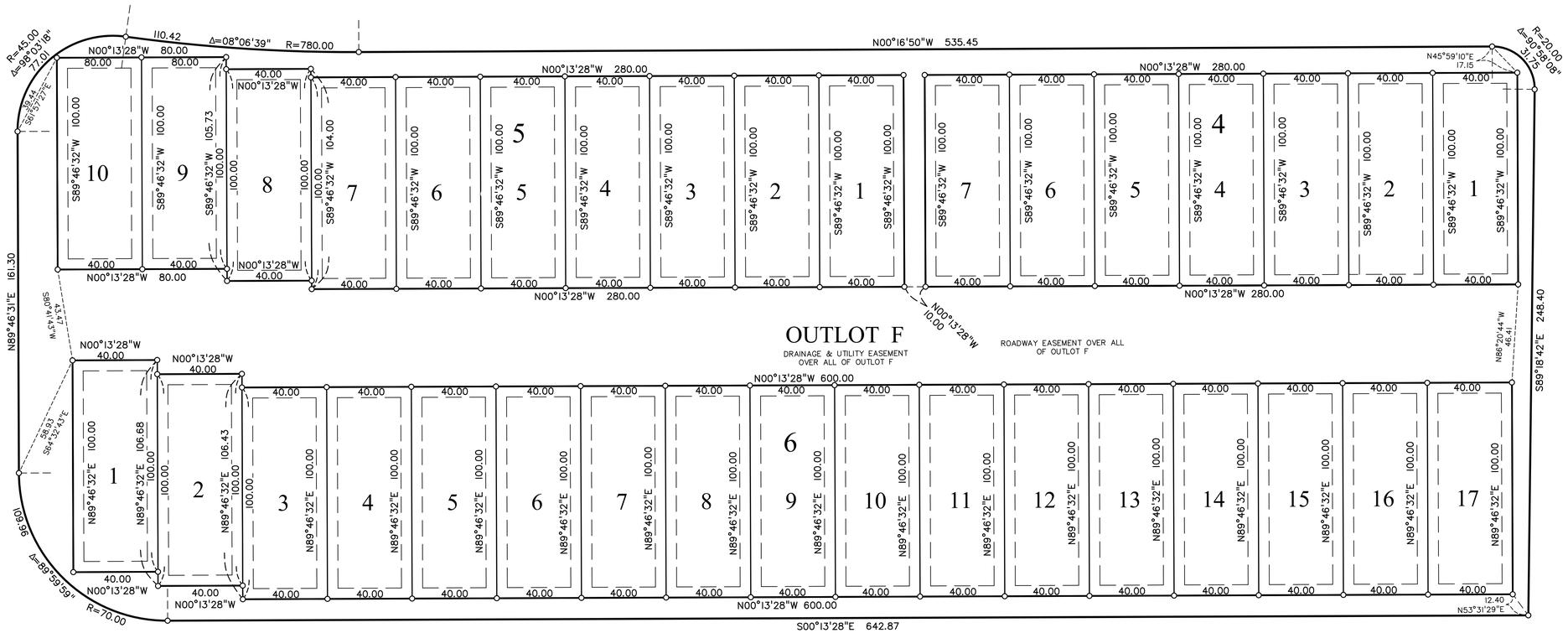
50 25 0 25 50 100
SCALE IN FEET

SATHRE-BERGQUIST, INC.

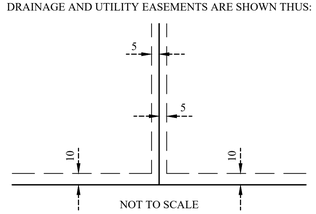
DCM FARMS 2ND ADDITION

INSET A

C.R. DOC. NO._____



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



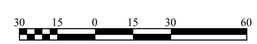
Being 5 feet in width and adjoining side lot lines and being 10 feet in width and adjoining public ways, unless otherwise indicated on this plat.

The basis for the bearing system is the north line of Outlot B, DCM FARMS, which is assumed to bear North 89 degrees 07 minutes 46 seconds West (SEE SHEET 2 OF 7 SHEETS)

○ Denotes a 1/2 inch by 14 inch iron pipe monument set and marked by License No. 62269 in accordance with Minnesota State Statute 505.021, Subd. 10.

● Denotes a 1/2 inch pipe monument found and marked by License No. 62269, unless shown otherwise.



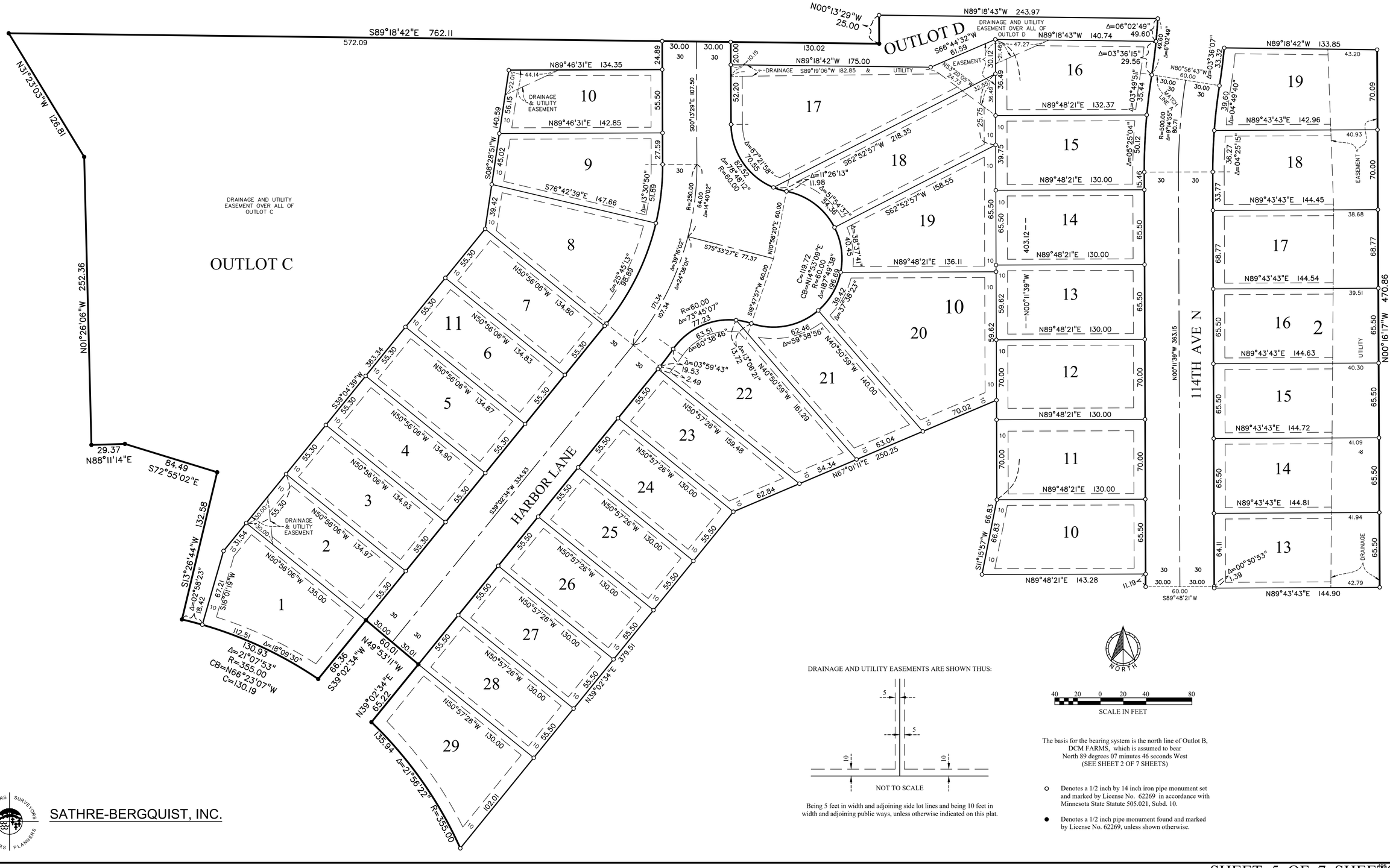


SATHRE-BERGQUIST, INC.

DCM FARMS 2ND ADDITION

INSET B

C.R. DOC. NO._____



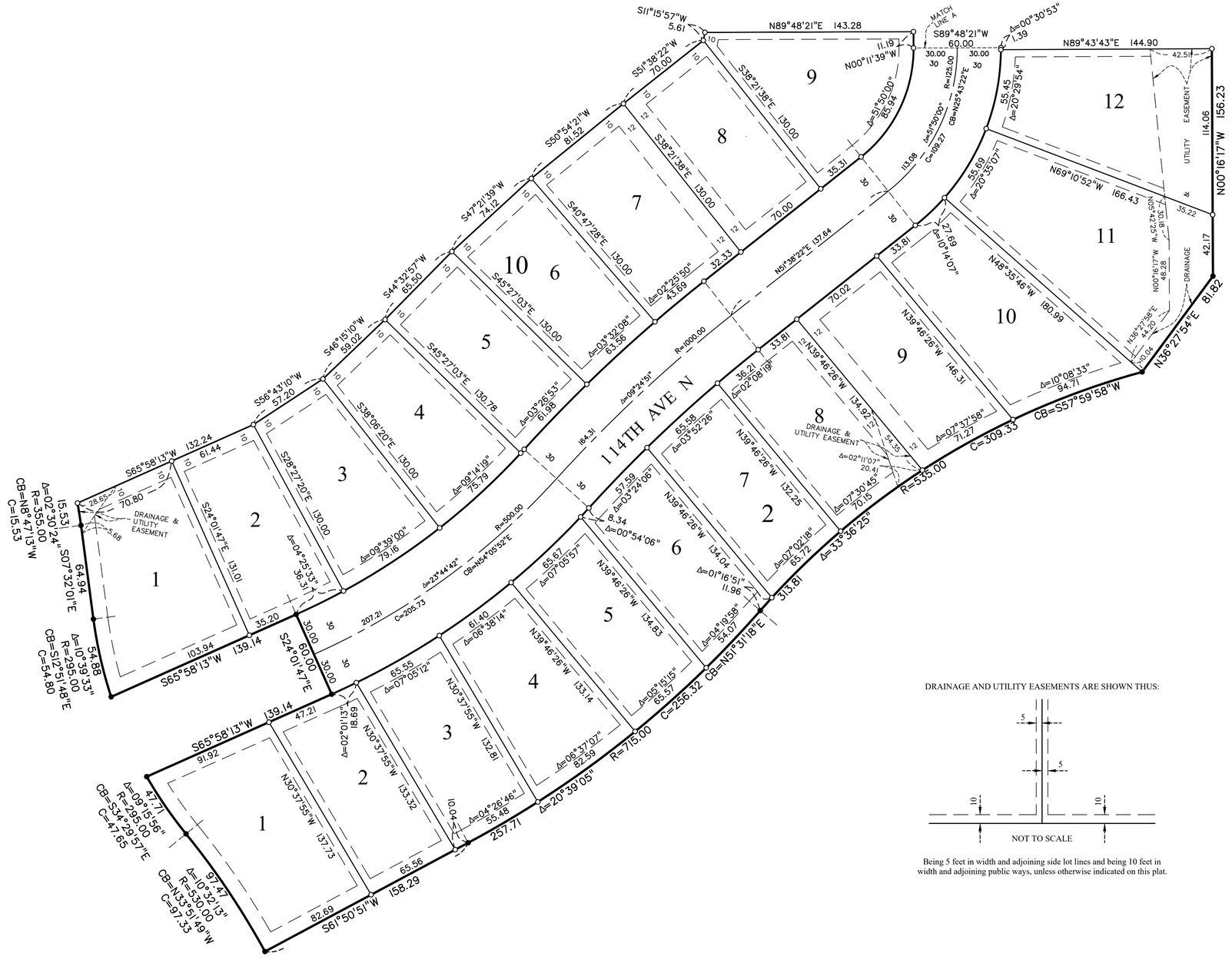
SATHRE-BERGQUIST, INC.

ENGINEERS SURVEYORS DESIGNERS PLANNERS

DCM FARMS 2ND ADDITION

INSET C

C.R. DOC. NO._____





40 20 0 20 40 80

SCALE IN FEET

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:

NOT TO SCALE

Being 5 feet in width and adjoining side lot lines and being 10 feet in width and adjoining public ways, unless otherwise indicated on this plat.

The basis for the bearing system is the north line of Outlot B, DCM FARMS, which is assumed to bear North 89 degrees 07 minutes 46 seconds West (SEE SHEET 2 OF 7 SHEETS)

○ Denotes a 1/2 inch by 14 inch iron pipe monument set and marked by License No. 62269 in accordance with Minnesota State Statute 505.021, Subd. 10.

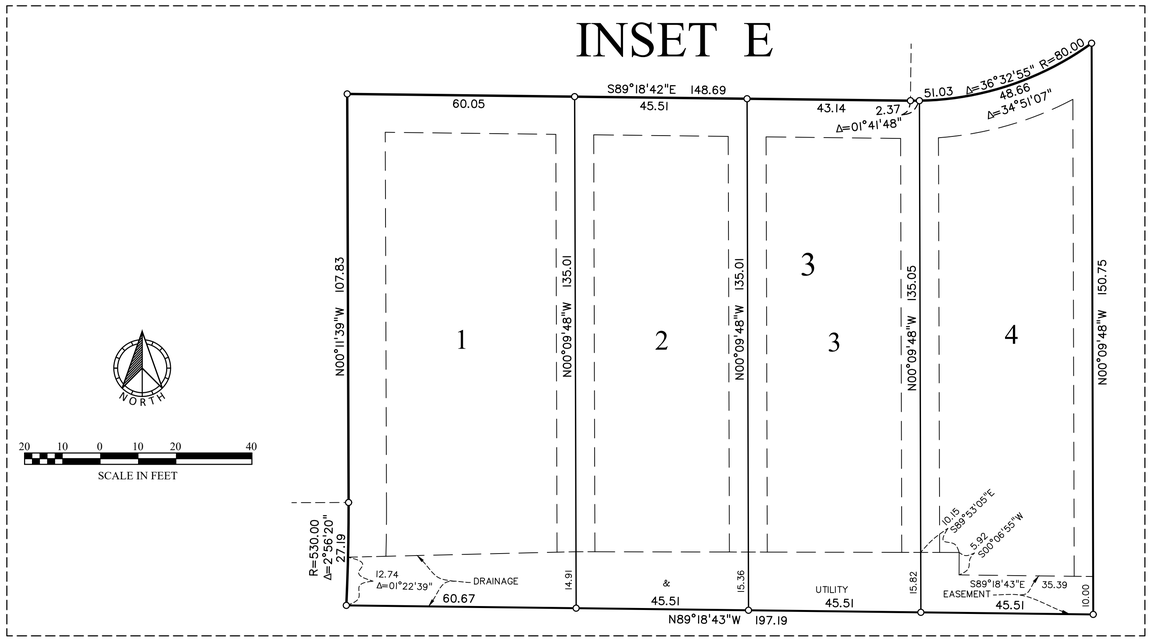
● Denotes a 1/2 inch pipe monument found and marked by License No. 62269, unless shown otherwise.

SATHRE-BERGQUIST, INC.

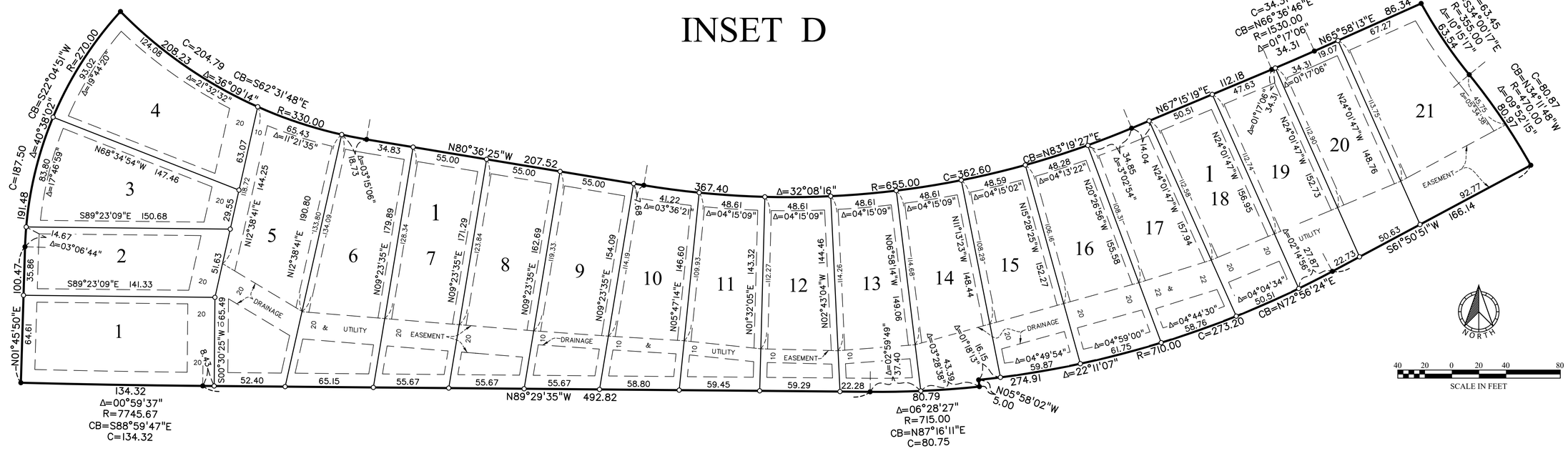
DCM FARMS 2ND ADDITION

C.R. DOC. NO._____

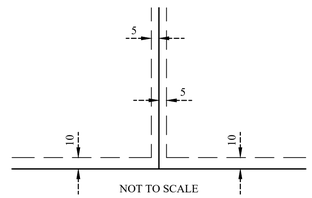
INSET E



INSET D



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



Being 5 feet in width and adjoining side lot lines and being 10 feet in width and adjoining public ways, unless otherwise indicated on this plat.

The basis for the bearing system is the north line of Outlot B, DCM FARMS, which is assumed to bear North 89 degrees 07 minutes 46 seconds West (SEE SHEET 2 OF 7 SHEETS)

○ Denotes a 1/2 inch by 14 inch iron pipe monument set and marked by License No. 62269 in accordance with Minnesota State Statute 505.021, Subd. 10.

● Denotes a 1/2 inch pipe monument found and marked by License No. 62269, unless shown otherwise.

SATHRE-BERGQUIST, INC.

RESOLUTION 20-2025

CITY OF DAYTON
COUNTIES OF HENNEPIN AND WRIGHT
STATE OF MINNESOTA

A RESOLUTION AMENDING THE COMPREHENSIVE PLAN, APPROVING A PRELIMINARY PLAT FOR A PLANNED UNIT DEVELOPMENT OF DCM FARMS

WHEREAS, the Applicant, Tom Dehn (Sundance Woods, LLC), submitted applications for approval of a Comprehensive Plan Amendment, and Planned Unit Development of "DCM Farms". The applications were deemed "complete", pending City Council Action on DCM Farms Environmental Assessment Worksheet, March 25, 2025, consistent with Minnesota Rule 15.99, Subdivision 3(e); and,

WHEREAS, the property is legally described as:

Parcel 1
The Southwest Quarter of the Northeast Quarter, Section 33, Township 120, Range 22, and the Southeast Quarter of the Northeast Quarter of Section 33, Township 120, Range 22, except that part thereof described as follows, to-wit: Commencing at the Northeast corner of said Southeast Quarter of the Northeast Quarter; thence West on the North line thereof, a distance of 209 feet; thence South and parallel with the East line thereof 627 feet; thence East and parallel with the North line thereof 209 feet; thence North on the East line thereof 627 feet to the point of commencement.

Abstract Property (Title Commitment File No. 60664)

Parcel 2
The East ½ of the Northeast ¼ of the Northeast ¼ of Section 33, Township 120, Range 22, Hennepin County, Minnesota.

Abstract Property (Title Commitment File No. 60665)

Parcel 3
The East 250 feet of the North 175 feet of the East Half of Southeast Quarter (E1/2 of SE1/4) of Section 33, Township 120, Range 22, Hennepin County, Minnesota, subject to right of public over the East 33 feet thereof.

Abstract Property

WHEREAS, Public Notice was published by THE PRESS on January 23, 2025 and mailed to property owners within 500' of the subject property. The Planning Commission held a Public Hearing on February 6, 2025 and continued on March 6, 2025; and,

COMPREHENSIVE PLAN AMENDMENT

The application for a Comprehensive Plan Amendment was withdrawn by the Applicant (verbally). This Amendment is specific to Outlot L and Outlot K, intended for commercial use, but guided for sewered Low Density Residential. At the time development of the Outlots is proposed, an Amendment to the 2040 Comprehensive Plan will be required.

PLANNED UNIT DEVELOPMENT

WHEREAS, the Applicant requests the Zoning Map be amended from *A-1 Agricultural* to *R-3 Single-Family and Attached Residential* (underlying zoning), with an overlay district of *Planned Unit Development* (PUD); and,

WHEREAS, the purpose of a PUD is to *encourage a more creative and efficient development of land and its improvements through the preservation of natural features and amenities than is possible under the more restrictive application of zoning requirements. This section may allow deviations, under appropriate circumstances, to underlying ordinance provisions, if it is proven that public benefits are provided to mitigate any deviations* (City Code 1001.10, Subd 1 (Purpose); and,

WHEREAS, deviations from the R-3 district, and other code provisions shall include (City Code 1001.05, Subd 5(7) (minimum requirements):

	R-3 Single-Family	**Proposed (40'/45'/50'/55' lots)**	**Proposed (65'/75' lots)**
Maximum % of lots less than 62' wide.	30%	70%	30%
Minimum lot size	6,500 sq ft	4,000 sq ft	7,908 sq ft
Minimum lot width at setback	55' with all lots meeting overall average of 62'	40'	65'
Minimum lot frontage	50'	40'	65'
Minimum corner lot frontage	10' wider than adjacent interior lot	47'	66'
Maximum impervious surface	50%	55%	35%
Setbacks:			
Living area or side loaded garage	25'	25'	25'
Front porch (120 sq ft)	25'	25'	25'
Garage front	30'	25'	25'
Side yards	7.5' (for lots 62' and smaller) and 10' (for lots greater than 62')	7.5'	7.5'
Side yard corner lots	20'	25'	25'
Rear	30'	25'	25'
Maximum height (as measured from the midpoint on a hipped or pitched roof)	35'	35'	35'
Minimum setback to arterial street	50'	50'	50'
Decks and Attached Open Structures			

Front, side or rear to street	30' (50' to arterial)	25'	25'
Side	7.5'	7.5'	7.5'
Rear	15'	15'	15'

WHEREAS, consistent with City Code 1001.10, Subd 3(1), A rezoning will be required of all Planned Unit Developments. The rezoning will be applied as an overlay to the underlying zoning district and reflected as such on the official Zoning Map. The City may approve the Planned Unit Development only if it finds that the development satisfies all of the following standards:

a. The Planned Unit Development is consistent with the Comprehensive Plan of the City.

Finding: *The PUD is consistent with the Comprehensive Plan, pending inclusion of sufficient landscape buffers, and commercial site plan review to occur at the time of further subdivision of Outlots L & K (commercial project).*

b. The Planned Unit Development is an effective and unified treatment of the development possibilities on the project site and the development plan provides for the preservation or creation of unique amenities such as natural streams, stream banks, wooded cover, rough terrain, manmade landforms or landscaping and similar areas.

Finding: *There are no unique natural amenities to preserve. The property has been farmed for many decades. The project creates several stormwater ponds (feature), and trail connectivity to adjacent neighborhoods and contributes land towards a Neighborhood Park. The project includes a 50' landscaped buffer along Fernbrook Lane.*

c. The Planned Unit Development can be planned and developed to harmonize with any existing or proposed development in the areas surrounding the project site. The development plan shall not have a detrimental effect upon the neighborhood or area in which it is proposed to be located.

Finding: *The PUD includes 253 single-family detached homes, with a residential density of 3.1 units per net acre. This is not uncharacteristic to the adjacent Brayburn Trails and Sundance Greens developments.*

The PUD includes 10 acres of commercial-retail. The commercial component is characteristic of the neighborhood considering its proximity to Sundance Entertainment Center. The commercial-retail is identified as Outlots K & L on the Preliminary Plat, intended for illustrative purposes only. Further review shall occur at the time of commercial development.

The PUD is uncharacteristic to the adjacent existing unsewered neighborhood (0.4 – 5+ acre lots). The project properties are in the "current" 2040 [Sewer] Staging Plan, subject to development. The PUD will include adequate buffering and screening from adjacent residential properties. The PUD includes the extension of sewer/water, which may serve six adjacent homes along the west side of Fernbrook Lane.

d. The Planned Unit Development provides transitions in land use in keeping with the character of adjacent land use and provides variety in the organization of site elements and building design.

Finding: *The PUD includes transitions in land use such as stormwater ponds (open space viewshed) along Fernbrook Lane "framing" Dehn's Country Mannor and the proposed gas station/convince store with direct frontage. Other commercial-retail components are interior to the project, 300"+ from Fernbrook Lane resulting in a more destination type retail/service area (e.g. limited visibility from the Fernbrook corridor).*

The PUD provides a wide variation in lot size and housing product, which would not otherwise occur in R-3 zoning.

e. The tract under consideration is under single ownership or control.

Finding: *The project is under control of the Applicant.*

f. Public benefits shall be included in each development and considered as part of the review of the overall Planned Unit Development and as an opportunity to support any deviations from the primary zoning ordinance provisions and performance standards. Public benefits, that may be considered, include but are not limited, to the following:

1. Preservation or creation of increased public or private open space (above what is excluded in net calculation).

Finding: *The PUD does not include creation of significant open space beyond what would be required under R-3 zoning. The PUD includes a looped trail which traverses Drainage & Utility easements, and Outlot D (stormwater pond). Due to the size of the project (91 acres), it is likely a looped trail would occur without the benefit of a PUD.*

The PUD can incorporate public/private open space in the commercial-retail component. Recommendations have be provided by the Planning Commission (March 6, 2025), and Park Commission (March 4, 2025).

2. Increased park land dedication beyond the required park dedication amount when land is required by the ordinance.

Finding: *The PUD includes dedication of Outlot A (3.2 acres) for public park land, in addition to paying full Park and Trail Dedication fees.*

3. Expansion of existing open space or open space corridors and/or linking open space corridors beyond borders of the site.

Finding: *The PUD includes a trail corridor along the overhead powerline corridor, and provides trail connections between Brayburn Trails and Sundance Greens neighborhoods.*

4. Preservation of existing natural resources, the sites natural topography, existing buffers and woodlands (as may be mapped as the greenway corridor on the land use plan) beyond minimum required by ordinance.

Finding: *There are no natural resources or unique features to preserve.*

5. Site amenities: private parks, enhanced pedestrian scale and decorative street lighting, tot lots, trails (above what is required by ordinance), recreational facilities, community center, pools or other on-site amenities which serve the entire development.

   Finding: *The PUD does not identify any private amenities or recreational facilities not required by City Code or the Comprehensive Plan (Figure 7.7 Comprehensive Park Plan, Figure 7.9 Comprehensive trail plan). Conditions of this Resolution include requiring amenities (Two gazebos, one with a pier. Benches along trails. Enhanced landscaping at trail intersections), as recommended by the Park Commission (March 4, 2025).*

6. Stormwater re-use system for common area and individual lots irrigation system.

   Finding: *The PUD does not address stormwater/irrigation re-use systems.*

7. Multiple development wide enhanced entry features including the following elements: monument signage with decorative lighting, water feature and enhanced entry landscaping surrounding the monument.

   Finding: *The PUD does not address entry features.*

g. The Planned Unit Development will not create an excessive burden on parks, schools, streets, or other facilities and utilities that serve or are proposed to serve the Planned Unit Development.

   Finding: *The PUD (includes future commercial) will generate 10,890 average daily trips (ADT). Peak hour (7:30-8:30 AM) = 1,123 ADT. The Applicant will construct a roundabout at Fernbrook and 114th Avenue and contribute funds towards future improvements at Fernbrook and 117th Avenue. The Fernbrook and Rush Creek Parkway intersection (off-site) currently functions at a Level of Service of F (A-F scale) (westbound) and will continue to do so after this project (east & westbound). The PUD will create an excessive burden on the Fernbrook Lane (Co Rd 121) & Rush Creek Parkway intersection.*

NOW, THEREFORE, in consideration of the Staff Report, public testimony, and Planning Commission recommendation, the City Council APPROVES the Planned Unit Development of DCM Farms with the following conditions:

1. Landscaping and buffering along Fernbrook Lane, 114th Avenue, and 117th Avenue shall meet or exceed the minimum standards of City Code, and shall preserve or provide a landscaped viewshed of open space (stormwater ponds) and landscaped buffers of sufficient width and height (berming along Fernbrook).

2. Prior to Final Plat approval, the Landscape Plan, dated February 24, 2025 and associated plans shall be revised to include amenities as recommended by Advisory Commissions, and confirmed by the City Council. Such amenities shall exceed those required by the underlying R-3 district design standards. It is understood that the commercial-retail component is intended to be platted as Outlot K & L, to be subdivided at a future date, to include Site Plan review at that time. However, as a PUD, it is intended that commercial site planning be cohesive with the neighborhood such that the "cohesiveness" should include design guidelines at time of PUD approval. The commercial-retail component shall be included as a PUD. The B-2 zoning district is the PUD's guideline.

3. Permitted, Conditional, and Interim uses shall be consistent with those of the R-3 district (residential lots). Permitted, Commercial, and Interim uses for Outlots K & L are to be determined at the time of rezoning.

PRELIMINARY PLAT

WHEREAS, the Applicant requests Approval of the Preliminary Plat of DCM Farms consisting of 253 single-family lots; and,

NOW, THEREFORE, in consideration of the Staff Report, public testimony, and Planning Commission recommendation, the City Council APPROVES the Preliminary Plat of DCM Farms with the following conditions:

1. Prior to Final Plat approval, the Applicant shall revise plans to comply with the City Engineer's letter, dated April 2, 2025.

2. The Applicant shall dedicate Outlot A as park land, in addition to paying full Park and Trail Dedication fees.

3. The Applicant shall fully fund the Fernbrook Lane and 114th Avenue roundabout, and related improvements. Details will be provided in the Development Agreement.

4. The Preliminary Plat shall be revised to include right-of-way to accommodate a roundabout at Fernbrook Lane and 117th Avenue. The Applicant shall contribute funds towards future improvements to this intersection. Funds shall be proportional to estimated traffic contribution. Details will be provided in the Development Agreement.

5. Prior to Final Plat approval, plans shall be revised to include a gazebo and pier on Pond #4, a gazebo at Pond #2. Additional landscaping (shrubs and perennials) at/near the gazebos and entrance monument. The 114th Ave median shall include landscaping. The sidewalk along Glacier Ln between 114th Ave and trail connecting to Outlot L shall be changed from a sidewalk to an 8' trail.

Adopted this 25th day of March, 2025, by the City of Dayton

Mayor, Dennis Fisher

ATTEST

City Clerk, Amy Benting

Motion by Councilmember Fashant, Second by Councilmember Henderson. *The Motion passes 3-2 (nays Salonek, Van Asten).*

RESOLUTION No. 40-2025

CITY OF DAYTON
COUNTIES OF HENNEPIN AND WRIGHT
STATE OF MINNESOTA

A RESOLUTION APPROVING THE FINAL PLAT AND DEVELOPMENT AGREEMENT OF DCM FARMS

WHEREAS, SUNDANCE WOODS, LLC (Applicant) has applied for Approval of the Final Plat of DCM Farms, consisting of 106 lots and 8 outlots; and,

WHEREAS, the project is located on property legally described as:

The Southwest Quarter of the Northeast Quarter, Section 33, Township 120, Range 22, and the Southeast Quarter of the Northeast Quarter of Section 33, Township 120, Range 22, except that part thereof described as follows, to-wit: Commencing at the Northeast corner of said Southeast Quarter of the Northeast Quarter; thence West on the North line thereof, a distance of209 feet; thence South and parallel with the East line thereof 627 feet; thence East and parallel with the North line thereof 209 feet; thence North on the East line thereof 627 feet to the point of commencement.

AND

The East Half of the Northeast Quarter of the Northeast Quarter of Section 33, Township 120, Range 22, Hennepin County, Minnesota.

WHEREAS, the Final Plat has been reviewed by the City and applicable agencies; and,

WHEREAS, the Final Plat is consistent with the Preliminary Plat and the Preliminary Plat Approval (Resolution 20-2025); and,

NOW, THEREFORE BE IT RESOLVED, that the City of Dayton City Council Approves the Final Plat of DCM Farms and the Development Agreement, with the following conditions:

1. Applicable plans shall be revised to comply with the City Engineer's letter, dated June 18, 2025 prior to the City releasing the Final Plat for recording.
2. The Applicant shall dedicate Outlot G as park land, in addition to paying full Park and Trail Dedication fees.
3. Applicable plans shall be revised to include a gazebo and pier on Pond #4, and gazebo at Pond #2. Additional landscaping (shrubs and perennials) at/near the gazebos and entrance monument. The 114th Avenue median shall include landscaping. The sidewalk along Glacier Lane between 114th Avenue and trial connecting to Outlot L shall be changed from sidewalk to an 8' trail.

4. Prior to the City releasing the Final Plat for recording, the Applicant shall provide to the City, $125,000 toward a Fernbrook Corridor study (engineering and/or ROW/easement acquisition). The Applicant shall be credited $125,000 toward the cost of Fernbrook Lane & 114th Avenue improvements.
5. The Applicant shall fully fund the Fernbrook Lane & 114th Avenue improvements up to $2 million (minus $125,000 credit).
6. Street names shall be consistent with the Hennepin County grid. Names will be assigned administratively.
7. The Applicant shall extend water and sanitary sewer adjacent to the six Fernbrook Lane homes (11421, 11431, 11441, 11451, 11461, and 11471 Fernbrook Lane), and shall amend applicable plans to reflect this. These homeowners may hook up to utilities at their expense.
8. The Draft Development Agreement may incur minor amendments, to be approved administratively.

Adopted this 8th day of July, 2025 by the City of Dayton.

Dennis Fisher, Mayor

ATTEST

Amy Benting, City Clerk

Motion by Councilmember Fashant, *Second by Councilmember* Henderson
The Motion passes. 3-2.

(reserved for recording information)

DEVELOPMENT AGREEMENT

(Developer Installed Improvements)

DCM FARMS

This **DEVELOPMENT AGREEMENT** ("Agreement") dated June 24, 2025, is by and between the **CITY OF DAYTON**, a Minnesota municipal corporation, whose principal place of business is at 12260 South Diamond Lake Road, Dayton, MN 55327 ("City"), and **SUNDANCE WOODS, LLC,** a Minnesota Limited Liability Company, whose principal place of business is located at 6701 Highway 10 NW Ramsey, MN 55303 ("Developer").

RECITALS

A. Developer is the fee owner and developer of a parcel or parcels of land that is situated in the City of Dayton, County of Hennepin, State of Minnesota, and is legally described as set forth on **Exhibit A** (the "Property"); and

B. Developer has asked the City to approve a FINAL plat for ***DCM FARMS*** (the "Plat" or the "Project"), consisting of 106 lots and 8 outlots; and

C. On April 8, 2025 the City Council for the City of Dayton adopted Resolution 2025-20, approving the PRELIMINARY Plat as prepared by Sathre-Bergquist, Inc., which is on file with the City; and,

D. On July 8, 2025 the City Council for the City of Dayton adopted Resolution 2025-40, approving the FINAL Plat as prepared by Sathre-Bergquist, Inc, which is on file with the City; and

E. Following recording of the Plat as required by this Agreement, the Property shall be legally described as set forth on **Exhibit B**; and

F. This Agreement is entered into for the purpose of setting forth and memorializing for the parties and subsequent owners the understandings and agreements of the parties concerning the Plat and development of the Property.

NOW THEREFORE, the City and Developer agree as follows:

1. **Conditions of Final Plat Approval**. The City approved the Plat on condition that Developer enter into this Agreement, furnish the security required by this Agreement, and record the Final Plat with the Office of the Hennepin County Recorder or Registrar of Titles, as applicable, no later than 60 days after the City Council approves the Final Plat.

2. **Right to Proceed**. Within the Plat or land to be platted, Developer may not construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings until all the following conditions have been satisfied: 1) this Agreement has been fully executed by both parties and filed with the City Clerk; 2) the required security has been received by the City; 3) the Plat has been recorded the Office of the Hennepin County Recorder or Registrar of Titles, as applicable; and 4) the City's Administrator has issued a letter to Developer notifying Developer that all conditions have been satisfied, and allowing Developer to proceed.

3. **Phased Development**. If the Plat is a phase of a multi-phased preliminary plat, the City may refuse to approve final plats of subsequent phases if Developer has breached this Agreement and the breach has not been remedied. The Plat has been approved as a phased development by the City.

4. **Preliminary Plat Status**. If the Plat is a phase of a multi-phased preliminary plat, for future phases, Developer shall obtain final plat approval for platting all land into lots and blocks, not outlots, within five (5) years after preliminary plat approval. If final plat approval for all lands in such future phases is not complete by that time, the preliminary plat approval shall lapse and shall be void as applied to all phases still awaiting final plat approval.

5. **Changes in Official Controls**. For four (4) years from the date of this Agreement, no amendments to the City's Comprehensive Plan, or official controls shall apply to or affect the use, development density, lot size, lot layout, or dedications of the approved preliminary plat unless required by state or federal law, or agreed to in writing by the City and Developer. After that date, notwithstanding anything in this Agreement to the contrary, to the full extent permitted by state law, the City may require compliance with any amendments to the City's Comprehensive Plan, official controls, platting, or dedication requirements enacted after the date of this Agreement with respect to that portion of the Property which did not receive final plat approval prior to any such amendments.

6. **Development Plans**. The Plat shall be developed in accordance with the plans listed below (collectively, the "Plans"). The Plans shall not be attached to this Agreement. With the exception of Plan B, the Plans may be prepared, subject to City approval, after the effective date of this Agreement, but before commencement of any work in the Plat. An erosion control plan must also be approved by the Elm Creek Watershed Management Commission, if appropriate. If the Plans vary from the written terms of this Agreement, the written terms of this Agreement shall control. The Plans are:

Plan A – Preliminary Plat, dated January 6, 2025
Plan B – Final Plat of DCM Farms
Plan C – Final Plan set, dated April 9, 2025

7. **Improvements**. Developer shall install and pay for the following improvements (collectively, the "Improvements") as required to be built within the subdivision as public improvements in accordance with the approved Plans:

A. Site Grading, Ponding, and Erosion Control
B. Sanitary Sewer
C. Watermain
D. Storm Sewer System
E. Surface Water Facilities (e.g., pipe, pond)
F. Filtration Basin
G. Wetland Buffers
H. Underground Utilities
I. Landscaping
J. Tree Preservation/Protection
K. Retaining Walls
L. Setting of Iron Monuments
M. Surveying and Staking
N. Street Signs and Traffic Control Signs
O. Street Lighting
P. Sidewalks and Trails
Q. Two Pergolas and entrance monument (with second addition)

The Improvements shall be installed in accordance with the City subdivision ordinance; City standard specifications for utilities and street construction; and any other applicable ordinances. Developer shall submit to the City plans and specifications, which have been prepared by a competent Minnesota professional engineer, for approval by the City Engineer. City Engineer approval shall be provided on the condition that such submittals comply with the Plans and this Agreement. Developer shall instruct its engineer to provide adequate field inspection personnel to assure an acceptable level of quality control. In addition, the City may, at the City's discretion and at Developer's expense, have one or more City inspectors and a soil engineer inspect the work as the City may reasonably determine. Developer shall be responsible for retaining the services of a geotechnical engineer for construction testing. Developer, its contractors and subcontractors, shall follow all instructions received from the City's inspectors. Developer's engineer shall provide for on-site project management. Developer's engineer is responsible for design changes and contract administration between Developer and Developer's contractor. Developer or Developer's engineer shall schedule a pre-construction meeting at a mutually agreeable time at the City Council chambers with all parties concerned, including the City staff, to review the program for the construction work. Within thirty (30) days after the completion of the Improvements and before the security is released, Developer shall supply the City with a complete set of reproducible "as constructed" plans, an electronic file of the "as constructed" plans in an Auto CAD file based upon the Hennepin County coordinate system, all prepared in accordance with City standards.

8. **114th Avenue Roundabout.** Developer shall pay $2 million towards improvements to the intersection of Fernbrook Lane (CSAH 121) and 114th Avenue. At the City Council's

discretion, any excess funds may be applied towards plans and/or improvements to Fernbrook Lane intersections with Rush Creek Parkway, and/or 117th Avenue. The Developer shall pay to the City $125,000 prior to the City releasing the plat of DCM Farms for recording. The Developer shall pay to the City $1,875,000 prior to the city releasing DCM Farms Second Addition for recording, or subsequent platting of Outlot D for development (whichever occurs first). Any interest earned on the $1,875,000 held by the City shall be divided by the City and the Developer. The City shall expend such funds ($2,000,000) within ten years after submittal, or the remaining funds shall be returned to the Developer.

9. **Iron Monuments**. In accordance with Minnesota Statutes Section 505.021, the final placement of iron monuments for all lot corners must be completed before the applicable security is released. Developer's surveyor shall also submit a written notice to the City certifying that the monuments have been installed.

10. **Permits**. Developer shall obtain, or require its contractors and subcontractors to obtain, all necessary permits, including but not limited to the following to the extent required:

A. City of Dayton for Building Permits
B. City of Dayton Sign Permit
C. City of Dayton Right-of-Way Permit
D. MDH Watermain extension permit. Developer must submit copy to City.
E. NPDES Construction Stormwater Permit. Developer must submit copy to City prior to construction.
F. MPCA Sanitary Sewer Extension permit. Developer must submit copy to City.

11. **Dewatering**. Due to the variable nature of groundwater levels and stormwater flows, it will be the responsibility of Developer and Developer's contractors and subcontractors to satisfy themselves with regard to the elevation of groundwater in the area and the level of effort needed to perform dewatering and storm flow routing operations. All dewatering shall be in accordance with all applicable county, state, and federal rules and regulations. DNR regulations regarding appropriations permits shall also be strictly followed.

12. **Time of Performance**. Developer shall install utility, concrete, and base course bituminous installation and all remaining required public improvements, excluding the final wearing course bituminous, by December 31, 2025 (may be delayed due to weather conditions). Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by Developer to reflect cost increases, if any, and the extended completion date. Final wearing course of the 1st addition to be installed at the time that homes are constructed on 85% of the lots of the 1st addition, unless an extension is provided by the city.

13. **License**. Developer hereby grants the City, its agents, employees, officers, and contractors a license to enter the Plat to perform all work and inspections deemed appropriate by the City in conjunction with Plat development.

14. **Erosion Control**. Prior to initiating site grading, the Final Grading Plan (Plan C) and Final Erosion Control and SWPPP Plan (Plan C) shall be implemented by Developer, and shall

be inspected and approved by the City. All proposed erosion control BMP's, including those identified on PLAN SHEETS 40-49, shall be identified on the SWPPP. Redundant erosion control BMP's shall be provided around the entire perimeter of all wetlands and infiltration basins. The City may impose additional erosion control requirements if reasonably required.

All areas disturbed by the excavation and backfilling operations shall be sodded—or seeded if explicitly permitted by City Code—within five (5) days after the completion of the work, weather permitting, or in an area that is inactive for more than ten (10) days unless authorized and approved by the City Engineer. Except as otherwise provided in the erosion control plan, sodding and seeding shall be in accordance with the City Code's current specifications. All sodded and seeded areas shall be fertilized and watered. The City and Developer recognize that time is of the essence in controlling erosion. If Developer does not comply with the erosion control plan and schedule or supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion. The City shall notify Developer in advance of any proposed action, but failure of the City to do so will not affect Developer's and City's rights or obligations under this Agreement. If Developer does not reimburse the City for any cost the City incurred for such work within ten (10) days after written notice to Developer, the City may draw down the letter of credit to pay any costs. No development, utility, or street construction will be allowed and no building permits will be issued unless the Plat is in full compliance with the approved erosion control plan.

15. **Grading Plan**. The Plat shall be graded in accordance with the approved Final Grading Plan (Plan C). The Plan shall conform to City of Dayton specifications. Within thirty (30) days after completion of the grading and before the City approves individual building permits, Developer shall provide the City with an "as constructed" grading plan certified by a Minnesota registered land surveyor or engineer that all ponds, swales, and ditches for public drainage have been constructed on public easements or land owned by the City. The "as constructed" plan shall include field verified elevations of the following: a) cross sections of ponds; b) location and elevations along all swales, wetlands, wetland mitigation areas if any, ditches, locations and dimensions of borrow areas/stockpiles, and installed "conservation area" posts; and c) lot corner elevations, and house pads. The City will withhold issuance of building permits until the approved certified grading plan is on file with the City and all erosion control measures are in place as determined by the City Engineer. Developer certifies to the City that all lots with house footings placed on fill have been monitored and constructed to meet or exceed FHA/HUD 79G specifications.

16. **Street Maintenance, Access During Construction**. Developer shall clean dirt and debris from streets that has resulted from construction work by Developer, their contractors, subcontractors, agents, or assigns. Prior to any construction in the Plat, Developer shall identify in writing a responsible party and schedule for erosion control, street cleaning, and street sweeping. Developer shall be responsible for all street maintenance during the construction process. Warning signs shall be placed when hazards develop in streets to prevent the public from traveling on same and to direct attention to detours. If and when streets become impassable, such streets shall be barricaded and closed. In the event residences are occupied prior to completing streets, Developer shall ensure that the streets are passable to traffic and emergency vehicles. Developer shall be responsible for keeping streets within and without the subdivision swept clean of dirt and debris that may spill, track, or wash onto the street from Developer's operation.

In the event dirt and/or debris has accumulated on streets within or adjacent to the Property, City is hereby authorized to immediately commence street cleaning operation if streets are not cleaned by the Developer after twenty-four (24) hours of the notification of violation. Street cleaning shall be defined as the use of any equipment specifically designed for sweeping, necessary for cleaning dirt, mud and debris from the City right-of-way. If conditions are such that street cleaning operation is immediately necessary, City may perform the necessary street cleaning. City will then bill Developer, as the delinquent party for all associated street cleaning costs. Failure to reimburse City for street cleaning costs within thirty (30) days of such billing shall be cause for default under this Agreement.

Construction traffic access and egress for grading, public utility construction, and street construction is restricted to 113th Avenue. No construction traffic is permitted on the adjacent public or private streets.

17. **Ownership of Improvements; Acceptance by the City**.

A. Upon completion of the work and construction required by this Agreement, the Improvements lying within public easements shall become City property without further notice or action.

B. Upon completion of the public improvements, the City shall inspect the public improvements and notify Developer if any of the improvements do not conform to the requirements of this Agreement.

C. Prior to acceptance of the Improvements by the City, Developer must furnish the following affidavits:

i. Contractor's certificate
ii. Engineer's certificate
iii. Land surveyor's certificate
iv. Developer's certificate

These affidavits shall certify that all construction has been completed in accordance with the terms of this Agreement.

D. Prior to City acceptance of public improvements and a full and final release of the financial securities required by this Agreement, Developer shall provide the City with final "record" plans, in accordance with the City's most recent engineering guidelines.

E. Upon compliance with this Agreement with respect to public improvements, the City shall give formal notice of acceptance to Developer, and thereafter Developer shall have no responsibility with respect to the maintenance of the public improvements, except during any warranty periods expressly set forth in this Agreement.

F. Developer shall, at its expense, prepare any streets located in the subdivision for snowplowing and other maintenance that Developer wishes the City to undertake prior to formal acceptance by the City of such streets. This preparation shall include, without limitations, ramping any manholes as necessary to avoid damage to snowplows or other vehicles used in street

maintenance. Should damage occur to City snowplows or other vehicles during the course of snowplowing or other maintenance procedures prior to formal acceptance of the street by the City, Developer shall pay all such damages and shall indemnify and hold the City harmless for all such damage, cost, or expense incurred by the City with regard to such damage.

18. **City Engineering Administration and Construction Observation**. Developer shall, contemporaneously with the execution of this Agreement, deposit with the City: (1) an escrow of $221,800 (4% of construction costs as determined by City Engineer) to cover the expenses for engineering administration and construction observation; and (2) an escrow of $5,000 for legal and planning application review process. Developer shall pay all fees relating to the Project including, but not limited to, legal, engineering, engineering administration, construction observation, planning, recording fees, administrative expenses, and other costs related to this Project.

A. *Engineering Administration.* City engineering administration will include monitoring of construction observation, consultation with Developer and its engineer on status or problems regarding the Project, coordination for final inspection and acceptance, project monitoring during the warranty period, and processing of requests for reduction in security.

B. *Construction Observation.* Developer shall pay for construction observation performed by the City's consulting engineer. Construction observation shall include part- or full-time inspection of proposed public utilities.

C. *Administration and Observation Costs.* Fees for engineering administration and construction observation shall be at standard hourly rates that are in effect at the time of execution of this Agreement. The City will provide Developer a listing of the rates charged to Developer for the City's engineering administration and construction observation.

D. *Escrow.* All fees and costs incurred by the City in connection with the Project shall be charged against said escrow account which shall remain in effect until the completion of the Project. Any funds remaining in the escrow accounts after the completion of the Project shall be refunded to Developer. In the event that the escrow accounts herein are depleted, Developer agrees that upon request of the City, Developer shall post additional sums of money to replenish the accounts to their original balance to cover projected City costs as reasonably determined by the City. Developer agrees that the engineering administration and construction observation escrow account shall always have a balance of no less than $5,000. Developer shall be entitled, upon request, to an itemized statement of all costs and fees charged against these escrow accounts.

19. **Claims**. In the event that the City receives claims from labor, materialmen, or others that work required by this Agreement has been performed, the sums due them have not been paid, and the laborers, materialmen, or others are seeking payment from the City, the City shall provide Developer with written notice of such claim or claims and Developer shall have twenty (20) days to satisfy such claim or claims or provide the City with Developer's defense to such claim or claims. In the event such claim or claims are valid and Developer has not provided the City with Developer's defense to such claim or claims, then Developer hereby authorizes the City to commence an Interpleader action pursuant to Rule 22, Minnesota Rules of Civil Procedure for the District Courts, to draw upon the letter of credit in an amount up to 120 percent (120%) of the claim(s) and deposit the funds in compliance with the Rule, and upon such deposit, Developer

shall release, discharge, and dismiss the City from any further proceedings as it pertains to the performance bond deposited with the District Court, except that the Court shall retain jurisdiction to determine attorneys' fees pursuant to this Agreement.

20. **Sanitary Sewer Trunk Charge and Sewer Access Charge**. Development of the Plat is subject to a charge for Sanitary Sewer Trunk expenses payable at the time of final plat approval. The Sanitary Sewer Trunk expenses will be $2,727 x 106 units for a total of $289,062. Development of the Plat is also subject to a Sewer Access Charge ("SAC") fee in the amount of $967 x 106 lots for a total of $102,502, and a Metropolitan Council Sewer Access Charge (SAC) fee in the amount of $2,485 X 106 units for a total of $263,410 for this Plat. Developer shall pay the SAC fee before the building permit is issued.

21. **Water Trunk Charge and Water Access Charge**. Development of the Plat is subject to a charge for Water Trunk expenses payable at the time of final plat approval. The Water Trunk expenses will be $4,251 x 106 units developed, for a total of $450,606.

Development of the Plat is also subject to a Water Access Charge ("WAC") fee in the amount of $5,415 x 106 units for a total of $573,990 (Dayton WAC), and $3,306 X 106 units for a total of $350,436 (Maple Grove WAC). The Combined Total is $924,426. Developer shall pay the WAC fee before the building permit is issued.

22. **Storm Sewer Charge**. Development of the Plat is subject to a charge for Storm Sewer expenses payable at the time of final plat approval. The Storm Sewer expenses will be $3,669 x 106 units developed, for a total of $388,914.

23. **Park Dedication**. Developer will pay a park dedication fee of $476,682 ($4,497 per unit x 106 = $476,682) at the time of final plat approval.

24. **Trail Dedication**. Developer will pay a trail dedication fee of $296,376 ($2,796 per unit x 106 = $296,376) at the time of final plat approval.

25. **Engineering Costs**. Developer shall pay special engineering fees, including actual costs. The City will submit invoices to Developer, who shall pay the City within 30-days of invoice.

A. Developer shall pay the cost for the preparation of record construction drawings and City base map upgrading by the City Engineer as part of the Administrative/Engineering Fee.

26. **Landscaping**. Developer shall follow all requirements of the City's Zoning Ordinance and the City's approved landscaping plan dated April 8, 2025.

27. **Tree Preservation**. There are no known Significant Trees or Heritage Trees. No tree preservation is required.

28. **Special Provisions**. The following special provisions shall apply to Plat development:

A. Implementation of the recommendations listed in Planning Report prepared for the June 24, 2025, City Council meeting, and Resolution No. 40-2025

B. All easement documents and all deeds for any outlots (including Outlot G for park land) transferred to the City shall be provided to the City simultaneously with delivery of the final plat for City signatures. Developer shall dedicate to the City on the final plat drainage and utility easements located within the property, including access, as required to serve the site.

C. The lighting plan must comply with the City of Dayton Zoning and Subdivision Ordinances.

D. The irrigation plan must comply with the City of Dayton Zoning and Subdivision Ordinances.

E. Developer shall execute a Stormwater Maintenance Agreement for the infiltration basins on the property. Developer shall provide the City with infiltration test results for each of the proposed infiltration basins. Developer shall obtain soil borings to verify groundwater depth and soil type within the proposed infiltration basin location and submit the data to the City for review. The infiltration basins shall be seeded with MnDOT seed mix 35-221.

F. All construction shall be in accordance with City of Dayton Standards.

G. Developer is required to submit the final plat in electronic format. The electronic format shall be Auto CAD file. Developer shall also submit one complete set of reproducible construction plans on paper, in .pdf formant, and AutoCAD.

H. Developer is required to establish and maintain a buffer around all wetlands averaging 25 feet, with a minimum width of 10 feet. Developer shall be responsible for placing wetland buffer monuments with location subject to review and approval by the City Engineer. The area within wetlands and buffer zones shall be preserved predominantly in their natural states, except to the extent set forth in Section 1001.27 of the Dayton Zoning Ordinance. Wetlands and buffer zones must be protected by a conservation easement granted to the City by the developer. Any planned disturbance of the wetland buffer area during construction is subject to review and approval by the City Engineer.

I. Developer shall comply with the conditions of the City Engineer's Memo prepared by Stantec dated June 18, 2025.

J. Access shall be provided to all stormwater ponds and shall be contained within Outlots F and H.

K. All proposed buildings shall be constructed a minimum of three (3) feet above adjacent pond or wetland High Water Elevations.

L. All storm sewer structures immediately prior to ponds shall be constructed with a sump a minimum of three (3) feet in depth.

M. Prior to paving the proposed trail along the western edge of the proposed site, storm structure P13 is to be installed along with the downstream storm sewer pipe required to convey drainage without requiring trail removals in the future. This work is to be completed by June 30, 2026. If the future storm sewer system shown within PID 33-120-22-24-0005 is not installed by June 30, 2026, it is the responsibility of the developer to ensure that sufficient storm sewer is installed to be outside of the construction limits as well as ensure the drainage does not negatively impact the areas downstream in its interim condition.

N. Until the final condition storm sewer is installed within PID 33-120-22-24-0005, building permits for Lots 14, 15, and 16, Block 6 will not be issued.

O. The work shown within PID 33-120-22-24-0005 has not been approved and is subject to City Standards at the time of submittal.

29. **Summary of Security Requirements**. To guarantee compliance with the terms of this Agreement, payment of real estate taxes, payment of special assessments, payment of the costs of all public improvements, and construction of all public improvements, Developer shall furnish the City with a letter of credit, in the form attached hereto, from a bank ("Security") for $7,000,000. The amount of the Security includes all of the security requirements set forth in the preceding sections of this Agreement, and was calculated as follows:

Construction Costs:	
Site Grading (255 lots)	$1,355,599.20
Sanitary Sewer	$1,220,870.25
Watermain	$ 768,959.75
Storm Sewer	$1,421,530.88
Street Construction	$2,132,533.01
<other>	
Construction Subtotal:	**$6,899,493.09**
Other Costs:	
Lot Corners/Iron Monuments	$0
<other>	
Other Costs Subtotal:	**$0**
TOTAL SECURITIES:	**$6,899,493.09**
GRAND TOTAL SECURITIES (120%):	**$8,279,391.71**

This breakdown is for historical reference; it is not a restriction on the use of the security. The bank shall be subject to the approval of the City Administrator. Individual security instruments may be for shorter terms provided they are replaced at least thirty (30) days prior to their expiration. The City may draw down the security, upon ten (10) business days prior written notice to Developer, for any violation of the terms of this Agreement and Developer fails to cure such default within such ten (10) day time period. Amounts drawn shall not exceed the amounts necessary to cure the default. If the required public improvements are not completed at least thirty (30) days prior to the expiration of the security, the City may also draw it down. If the security is drawn down, the proceeds shall be used to cure the default. Upon receipt of proof satisfactory to

the City that work has been completed and financial obligations to the City have been satisfied, with City approval the security shall be reduced from time to time by ninety percent (90%) of the financial obligations that have been satisfied. Ten percent (10%) of the amounts certified by Developer's engineer shall be retained as security until all improvements have been completed, all financial obligations to the City satisfied, the required "as constructed" plans have been received by the City, a warranty security is provided, and the public improvements are accepted by the City Council. The City standard specifications for utilities and street construction outline procedures for security reductions.

30. **Summary of Cash Requirements**. The following is a summary of the cash requirements under this Agreement, which must be furnished to the City at the time of final plat approval and execution of this Agreement by the City:

Engineering, City Administration Escrow	$221,800
Legal and Planning Expenses Escrow	$5,000
Sanitary Sewer Trunk Charge	$289,062
Water Trunk Charge	$450,606
Storm Sewer Trunk Charge	$388,914
Park Dedication	$476,682
Trail Dedication	$296,376
Fernbrook Lane Improvements	$125,000
TOTAL CASH REQUIREMENTS:	**$2,253,440**

The City employs a pass through billing process. The $5,000 escrow will be held and all bills will be forwarded for immediate payment. If payments are not made in a timely fashion, the project will stop until payments are made. If said fees are less than estimated, the City shall reimburse Developer within thirty (30) days of receipt of final invoices.

31. **Warranty**. Developer warrants all required improvements against poor material and faulty workmanship. The warranty period for streets is one (1) year. The warranty period for underground utilities as identified in Plan C is two (2) years and shall commence following completion and acceptance by City Council. The one (1) year warranty period on streets shall commence after the final wear course has been installed and accepted by the City Council as documented in official City minutes. The City shall retain ten percent (10%) of the security posted by Developer until the warranty period expires. The retainage may be used to pay for warranty work. The City standard specifications for utilities and street construction identify the procedures for final acceptance of streets and utilities.

32. **Responsibility for Costs**.

A. Except as otherwise specified herein, Developer shall pay all costs incurred by Developer or the City in conjunction with the development of the Plat, including but not limited to Soil and Water Conservation District charges, legal, planning, engineering and inspection expenses incurred in connection with approval and acceptance of the Plat, the preparation of this Agreement, review of construction plans and documents, and all costs and expenses incurred by the City in monitoring and inspecting development of the Plat.

B. Developer shall hold the City and its officers, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from Plat approval and development. Developer shall indemnify the City and its officers, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees.

C. Developer shall reimburse the City for reasonable costs incurred in the enforcement of this Agreement, including engineering and attorneys' fees.

D. Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all special assessments referred to in this Agreement. This is an obligation of Developer and shall continue in full force and effect even if Developer sells one or more lots, the entire Plat, or any part of it.

E. Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within thirty (30) days after receipt. If the bills are not paid on time, the City may halt Plat development and construction until the bills are paid in full. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent (8%) per year.

F. In addition to the charges and special assessments referred to herein, other charges as required by City ordinance may be imposed such as but not limited to building permit fees.

31. **Developer's Default**. In the event of default by Developer as to any of the work to be performed by Developer pursuant to this Agreement, after a ten (10) day written notice of such default has been given to Developer by the City, and Developer has failed to cure such default within the ten (10) day time period, the City may, at its option, perform the work and Developer shall promptly reimburse the City for any expense incurred by the City, provided Developer, except in an emergency as determined by the City, is first given notice of the work in default, not less than forty-eight (48) hours in advance. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a Court order for permission to enter the land. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part.

33. **Miscellaneous**.

A. Developer shall be responsible for ensuring that all vacant lots comply with the City's Code regarding nuisances.

B. Third parties shall have no recourse against the City or Developer under this Agreement.

C. Breach of the terms of this Agreement by Developer shall be grounds for denial of building permits, including lots sold to third parties.

D. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.

E. If building permits are issued prior to the acceptance of public improvements, Developer assumes all liability and costs resulting in delays in completion of public improvements and damage to public improvements caused by the City, Developer, its contractors, subcontractors, material men, employees, agents, or third parties. No sewer and water connection permits may be issued and no one may occupy a building for which a building permit is issued on either a temporary or permanent basis until the streets needed for access have been paved with at least one lift of bituminous surface and the utilities are accepted by the City Engineer in writing.

F. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

G. This Agreement shall run with the land and shall be recorded against the title to the Property. Developer covenants with the City, its successors and assigns, that Developer is well seized in fee title of the Property being final platted and/or has obtained consents to this Agreement, in the form attached to this Agreement, from all parties who have an interest in the Property; that there are no unrecorded interests in the Property being final platted; and that Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.

H. Developer 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, commercial general liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its subcontractors or by one directly or indirectly employed by any of them. Limits for bodily injury and death shall be not less than $500,000 for one person and $1,000,000 for each occurrence; limits for property damage shall be not less than $200,000 for each occurrence; or a combination single limit policy of $1,000,000 or more. The City shall be named as an additional insured on the policy, and Developer shall file with the City a certificate evidencing coverage prior to the City signing the Plat. The certificate shall provide that the City must be given ten (10) days' advance written notice of the cancellation of the insurance.

I. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.

J. Developer may not assign this Agreement without the written permission of the City Council. Developer's obligation under this Agreement shall continue in full force and effect even if Developer sells one or more lots, the entire Plat, or any part of it.

K. Retaining walls that require a building permit shall be constructed in accordance with plans and specifications prepared by a structural or geotechnical engineer licensed by the State of Minnesota. Following construction, a certification signed by the design engineer shall be filed with the City Engineer evidencing that the retaining wall was constructed in accordance with

the approved plans and specifications. All retaining walls in the development plans, or special conditions referred to in this Agreement required to be constructed, shall be constructed before any Certificate of Occupancy is issued for a lot on which a retaining wall is required to be built.

L. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, joint enterprise, or other fiduciary relationship between the City and Developer. Neither party is authorized to act as an agent or on behalf of the other party.

M. The section headings of this Agreement are for reference purposes only, and shall not otherwise affect the meaning, construction, or interpretation of any provision of this Agreement.

34. **Successors and Assigns**. This Agreement shall be binding upon and inure to the benefit of the parties and their respected successors and assigns, including without limitation, any and all future and present owners, tenants, occupants, licensee, mortgagee and any other parties with any interest in the Property. Should Developer convey any lot or lots in the Plat to a third party, the City and the owner of that lot or those lots may amend this Agreement as applied to that lot or those lots without the approval or consent of Developer or the other lot owners within the Plat. Private agreements between the owners of lots within the Plat for shared service or access and related matters necessary for the efficient use of the Property shall be the responsibility of the lot owners and shall not bind or restrict City authority to approve applications from any lot owner.

35. **Counterparts**. This Agreement may be simultaneously executed in any number of counterparts, each of which shall be an original, and all of which together shall constitute but one and the same instrument.

36. **Notices**. All notices provided for in this Agreement must be in writing and shall be hand delivered; by United States mail via prepaid certified mail; or by prepaid overnight mail delivery service providing written evidence of delivery, and addressed as follows:

If to the City:

City of Dayton
ATTN: City Administrator
Dayton City Hall
12260 South Diamond Lake Road
Dayton, Minnesota 55327

If to Developer:

Thomas A. Dehn
Sundance Woods, LLC
6701 Highway 10 NW
Ramsey, MN 55303

37. **Incorporation of Recitals and Exhibits**. The Recitals that are at the beginning of this Agreement, and the exhibits that are attached to this Agreement are true and correct, and are incorporated into and made part of this Agreement.

[Signature pages to follow]

CITY OF DAYTON

BY: _____
Dennis Fisher, Mayor

(SEAL)

BY: _____
Amy Benting, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 9th day of September, 2025, by Dennis Fisher and Amy Benting, respectively, the Mayor and City Clerk of the City of Dayton, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

KAREN DEEANN JOHANSEN
Notary Public
State of Minnesota
My Commission Expires
January 31, 2028

_____
NOTARY PUBLIC

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

DEVELOPER:
<NAME>

By: _____

Its: Chief manager/president

Printed Name: Thomas A. Dehn

STATE OF MINNESOTA)
) ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 26th day of September, 2025 by Thomas A Dehn, its Chief manager/president on behalf of <NAME>, a DCM Farms.

_____
Notary Public

KAREN DEEANN JOHANSEN
Notary Public
State of Minnesota
My Commission Expires
January 31, 2028

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

EXHIBIT A
TO
DEVELOPMENT CONTRACT

Legal Description of Property Prior to Final Plat

Parcel 1
The Southwest Quarter of the Northeast Quarter, Section 33, Township 120, Range 22, and the Southeast Quarter of the Northeast Quarter of Section 33, Township 120, Range 22, except that part thereof described as follows, to-wit: Commencing at the Northeast corner of said Southeast Quarter of the Northeast Quarter; thence West on the North line thereof, a distance of 209 feet; thence South and parallel with the East line thereof 627 feet; thence East and parallel with the North line thereof 209 feet; thence North on the East line thereof 627 feet to the point of commencement.

Abstract Property (Title Commitment File No. 60664 and ORTE750588)

Parcel 2
The East ½ of the Northeast ¼ of the Northeast ¼ of Section 33, Township 120, Range 22, Hennepin County, Minnesota.

Abstract Property (Title Commitment File No. 60665 and ORTE750588)

Parcel 3
The East 250 feet of the North 175 feet of the East Half of Southeast Quarter (E1/2 of SE1/4) of Section 33, Township 120, Range 22, Hennepin County, Minnesota.

Abstract Property (Title Commitment File No. ORTE750588)

EXHIBIT B
TO
DEVELOPMENT CONTRACT

Legal Description of Property Following Recording of Final Plat

Lots 1 through 8, inclusive, Block 1; Lots 1 and 2, Block 2; Lots 1 through 28, inclusive, Block 3; Lots 1 through 31, inclusive, Block 4; Lots 1 through 19, inclusive, Block 5; Lots 1 through 18, inclusive, Block 6; Outlot A; Outlot B; Outlot C; Outlot D; Outlot E; Outlot F; Outlot G; Outlot H; DCM FARMS

MORTGAGEE CONSENT
TO
DEVELOPMENT CONTRACT

National Bank of Commerce, which holds a mortgage on the subject property, the development of which is governed by the foregoing Development Agreement, agrees that the Development Agreement shall remain in full force and effect even if it forecloses on its mortgage.

Dated this 26th day of September, 2025.

Benjamin Duhn
<NAME>

By: _____
Its: VP - Commercial Banker

STATE OF MINNESOTA)
) ss.
COUNTY OF Crow Wing)

The foregoing instrument was acknowledged before me this 26th day of September, 2025, by Benjamin Duhn the VP Commercial Banker of National Bank of Commerce, on its behalf.

ALISON ROSE LEBLANC
NOTARY PUBLIC - MINNESOTA
My Comm. Exp. Jan. 31, 2029

Alison Rose LeBlanc
Notary Public

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

FEE OWNER CONSENT
TO
DEVELOPMENT CONTRACT

Sundance Woods, LLC, fee owner(s) of all or part of the subject property, the development of which is governed by the foregoing Development Agreement, affirm(s) and consent(s) to the provisions thereof, and agree(s) to be bound by the provisions as the same may apply to that portion of the subject property owned by them.

Dated this 26th day of September 2025.

Thomas A Dehn
<NAME>

By: Chief manager / president
Its:

STATE OF MINNESOTA)
) ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 26th day of September, 2025, by Thomas A Dehn the Chief manager/president of _____, on its behalf.

KAREN DEEANN JOHANSEN
Notary Public
State of Minnesota
My Commission Expires
January 31, 2028

Notary Public

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

RESOLUTION 15-2026

CITY OF DAYTON
COUNTIES OF HENNEPIN AND WRIGHT
STATE OF MINNESOTA

RESOLUTION GRANTING APPROVAL OF THE FINAL PLAT OF DCM FARMS SECOND ADDITION

WHEREAS, Tom Dehn, Sundance Woods, LLC (Applicant) has submitted a proposal for Final Plat for the development consisting of 148 single-family lots and six outlots on property located at:

PID: __-___-__-__-____

Parcel 1
The Southwest Quarter of the Northeast Quarter, Section 33, Township 120, Range 22, and the Southeast Quarter of the Northeast Quarter of Section 33, Township 120, Range 22, except that part thereof described as follows, to-wit: Commencing at the Northeast corner of said Southeast Quarter of the Northeast Quarter; thence West on the North line thereof, a distance of 209 feet; thence South and parallel with the East line thereof 627 feet; thence East and parallel with the North line thereof 209 feet; thence North on the East line thereof 627 feet to the point of commencement.
Abstract Property (Title Commitment File No. 60664 and ORTE750588)

Parcel 2
The East ½ of the Northeast ¼ of the Northeast ¼ of Section 33, Township 120, Range 22, Hennepin County, Minnesota.
Abstract Property (Title Commitment File No. 60665 and ORTE750588)

Parcel 3 (Title Commitment File No. ORTE750588)
The East 250 feet of the North 175 feet of the East Half of Southeast Quarter (E1/2 of SE1/4) of Section 33, Township 120, Range 22, Hennepin County, Minnesota, subject to right of public over the East 33 feet thereof.
Abstract Property

WHEREAS, the City Staff studied the matter, reports were issued, and information was provided to the City Council regarding the Application; and

WHEREAS, the City Council, at its March 24, 2026 meeting, considered the matter and approved it subject to various conditions; and,

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Dayton makes the following:

FINDINGS

A. On April 8, 2025, the City Council Approved Ordinance 2025-09, Amending the Zoning Map from A-1 Agricultural to R-3 Single Family and Attached Residential with PUD Overlay; and, Resolution 20-2025, Approving the Preliminary Plat of DCM Farms. On July 8, 2025, the City Council Approved Resolution 40-2025, Approving the Final Plat and Development Agreement of DCM Farms, consisting of 106 single-family lots and 8 outlots.

B. The Applicant proposes to develop DCM Farms Second Addition consistent with the approved Preliminary Plat.

C. The Final plat will include private improvements consisting of site grading, installation of sanitary sewer, storm sewer, watermain, and other utilities. These improvements are detailed on plans drafted by Sathre-Bergquist, Inc (hereinafter referred to as the "Construction Plans").

D. MN Statutue § 462.358, grants the City, for the purpose of protecting and promoting the public health, safety and general welfare, the authority to adopt subdivision regulations providing for the orderly, economic and safe development of land within the City.

E. The City Council has adopted Subdivision Regulations for the orderly, economic and safe development of land within the City.

F. Dayton City Code §1002.02 states that "no land shall be subdivided without complying with the provisions of [Chapter 1002]".

G. The proposed subdivision of the Property is governed by Dayton City Code Chapter 1002.

H. The Property is under a PUD approved in 2025. This Resolution extends the PUD to all of the Property and provides for additional flexibly for both the City and Applicant/Developer regarding existing standards and regulation beyond what tis established by the underlying zoning district, which in this case will be R-3 Single

Family and Attached Residential. The purpose of using this PUD is to provide for flexibility to the Applicant/Developer while achieving other public benefits for he City and future residents (including the construction and reconstruction of public infrastructure).

Identified flexibility requested and granted upon approval of this resolution includes the following:

	Standards R-3 Single-Family	**Approved PUD (40'/45'/50'/55' lots)**	**Approved PUD (65'/75' lots)**
Maximum % of lots less than 62' wide.	30%	70%	30%
Minimum lot size	6,500 sq ft	4,000 sq ft	7,908 sq ft
Minimum lot width at setback	55' with all lots meeting overall average of 62'	40'	65'
Minimum lot frontage	50'	40'	65'
Minimum corner lot frontage	10' wider than adjacent interior lot	47'	66'
Maximum impervious surface	50%	55%	35%
Setbacks:			
Living area or side loaded garage	25'	25'	25'
Front porch (120 sq ft)	25'	25'	25'
Garage front	30'	25'	25'
Side yards	7.5' (for lots 62' and smaller) and 10' (for lots greater than 62')	7.5'	7.5'
Side yard corner lots	20'	20'	20'
Rear	30'	25'	25'
Maximum height (as measured from the midpoint on a hipped or pitched roof)	35'	35'	35'
Minimum setback to arterial street	50'	50'	50'
Decks and Attached Open Structures			
Front, side or rear to street	30' (50' to arterial)	25'	25'
Side	7.5'	7.5'	7.5'
Rear	15'	15'	15'

DECISION

NOW, THEREFORE, and based upon the information received and the above Findings, it is resolved by the City Council of the City of Dayton as follows: That the City Council hereby conditionally approves the Final Plat (Exhibit 1) for DCM Farms Second Addition, and the Mayor and City Clerk are hereby authorized to execute the same, subject to the following conditions:

1. Prior to the city releasing the Final Plat for recording, the Applicant shall comply with conditions of the Preliminary Plat Approval (Resolution 20-2025), and Final Plat Approval of DCM Farms (Resolution 40-2025). This includes funding of the Fernbrook Ln & Sundance Pkwy roundabout as detailed in the DCM Farms Development Agreement; and, contributing funds toward improvements to the Fernbrook Ln & 117th Ave intersection as detailed in the DCM Farms Development Agreement; and, revise applicable plans related to a gazebo and pier on Pond #4 and gazebo at Pond #2 and enhanced landscaping.
2. Prior to the city releasing the Final Plat for recording, the Applicant shall revise plans to comply with the Engineer's letter, dated March 18, 2026.
3. Prior to the city releasing the Final Plat for recording, the Applicant shall enter into a Development Agreement with the city.
4. The Applicant Agrees to cooperate with the city regarding a planned roundabout at Fernbrook Ln and Sundance Pkwy, regarding any easements or right-of-way necessary for the roundabout construction not accommodated within existing right-of-way.
5. Consistent with City Code 1002.08, Subd 5 (Recording of Plat), the Applicant shall file this Resolution and the Final Plat with Hennepin County within 60-days after the City releases the plat for recording. The Developer shall provide proof of recording to the City.

Adopted by the City Council of the City of Dayton on this 24th day of March, 2026

_____
Dennis Fisher, Mayor

ATTEST:

_____
Amy Benting, City Clerk

Motion by Councilmember, _____, Second by Councilmember _____
Ayes:
Nays:
Resolution Approved

EXHIBIT 1

FINAL PLAT [following pages]

Payments to be approved at City Council Meeting March 24, 2026

		Totals
Claims Roster 03-24-2026	**$**	**479,273.55**
Prepaid 03-12-2026 EB	**$**	**165,421.19**
Prepaid 03-06-2026 FB	**$**	**4,625.59**
Total Payments:	**$**	**649,320.33**
Payroll 03-12-2026 Bi-Weekly 06	**$**	**116,486.16**
Payroll 03-06-2026 FD 02.2026	**$**	**11,719.41**

Check # sequence to be approved by City Council from meeting date of 3/24/2026:

Checks # 080510-080598

Inv Num / Inv Ref#	Vendor / Description / GL Distribution	Inv Date / Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
	CONNEXUS ENERGY	03/09/2026	03/24/2026	1,380.00	1,380.00	Open	N
	BORING CHARGE (115 FT) -15199 116TH AVE	CHOYT					02/23/2026
	101-45200-50381 BORING CHARGE-15199 116TH AVE			1,380.00			
	MINUTEMAN PRESS	03/09/2026	03/24/2026	479.87	479.87	Open	N
	CH; SECURITY ENVELOPES (2500)	CHOYT					03/09/2026
	101-41810-50200 CH; SECURITY ENVELOPES (2500)			479.87			
	VEIT & COMPANY INC.	03/09/2026	03/24/2026	1,304.00	1,304.00	Open	N
	ROLL OFF SERVICE FEB 2026	CHOYT					02/22/2026
	101-45200-50530 ROLL OFF SERVICE FEB 2026			1,304.00			
	HASSAN SAND & GRAVEL, INC	03/09/2026	03/24/2026	258.54	258.54	Open	N
	PARKS; IMPROVEMENTS FILL SAND (41.70)	CHOYT					02/25/2026
	101-45200-50530 PARKS; IMPROVEMENTS FILL SAND 41.70			258.54			
	LANO EQUIPMENT INC	03/09/2026	03/24/2026	197.55	197.55	Open	N
	PW; REPAIR/MAINT HOPPER	CHOYT					02/09/2026
	101-43100-50220 PW; REPAIR/MAINT HOPPER			197.55			
	CONNEXUS ENERGY	03/09/2026	03/24/2026	29.90	0.00	Paid	Y
	399445-332040 15199 116TH AVE N-IRR	CHOYT					02/17/2026
	101-45200-50381 399445-332040 15199 116TH AVE N-IRR			29.90			
	CROW RIVER SUSPENSION & ALIGNM	03/09/2026	03/24/2026	2,330.88	2,330.88	Open	N
	PW; REPAIR F250 2018 #961879	CHOYT					02/25/2026
	101-43100-50220 PW; REPAIR F250 2018 #961879			2,330.88			
	TWIN CITY GATE LLC	03/09/2026	03/24/2026	570.00	570.00	Open	N

SERVICE CALL PW BACK GATE REPAIR		CHOYT					02/28/2026
101-41810-50220	SERVICE CALL PW BACK GATE REPAIR			570.00			
TRANSWEST TRUCK ST MICHAEL		03/09/2026	03/24/2026	70.07	70.07	Open	N
PW; REPAIR 2016 TANDEM EXHAUST		CHOYT					03/02/2026
101-43100-50220	PW; REPAIR 2016 TANDEM EXHAUST			70.07			
NAPA AUTO PARTS		03/09/2026	03/24/2026	45.85	45.85	Open	N
PD; 2023 DDGE DURANGO HEMI		CHOYT					02/24/2026
101-42120-50200	PD; 2023 DDGE DURANGO HEMI			45.85			
NAPA AUTO PARTS		03/09/2026	03/24/2026	128.48	128.48	Open	N
CH; SPARK PLUG ADMIN VEH.		CHOYT					03/02/2026
101-41810-50200	PW; SPARK PLUG ADMIN VEH.			128.48			
MENARDS - MAPLE GROVE		03/09/2026	03/24/2026	155.10	0.00	Paid	Y
PW; SHOP SUPPLIES		CHOYT					03/01/2026
101-43100-50210	PW; SHOP SUPPLIES			155.10			
GOPHER STATE ONE-CALL		03/09/2026	03/24/2026	99.90	99.90	Open	N
74 BILLABLE TICKETS; FEB 2026		CHOYT					02/28/2026
601-49400-50220	37 BILLABLE TICKETS; FEB 2026			49.95			
602-49400-50220	37 BILLABLE TICKETS; FEB 2026			49.95			
HAYDEN STENSGARD		03/09/2026	03/24/2026	76.86	76.86	Open	N
MILEAGE; JAN-MAR 2026		CHOYT					03/09/2026
101-41710-50331	MILEAGE; JAN-MAR 2026			76.86			
WATER LABORATORIES, INC		03/09/2026	03/24/2026	525.10	525.10	Open	N
WATER TESTING; FEB 2026		CHOYT					03/04/2026
601-49400-50300	WATER TESTING; FEB 2026			525.10			
MSA PROFESSIONAL SERVICES, INC.		03/09/2026	03/24/2026	2,667.50	2,667.50	Open	N
ELSIE STEPHENS CANOE/MISSISSIPPI BOAT LAOI		CHOYT					03/02/2026
408-45300-50300-2006	ELSIE STEPHENS CANOE/MISSISSIPPI BOAT			2,667.50			
PRESS		03/09/2026	03/24/2026	176.70	176.70	Open	N
SUBSCRIPTION FEE; 2026		CHOYT					03/09/2026

101-41810-50205	SUBSCRIPTION FEE; 2026			176.70			
CINTAS		03/09/2026	03/24/2026	153.10	153.10	Open	N
PW; UNIFORMS		CHOYT					03/05/2026
101-43100-50217	PW; UNIFORMS			153.10			
FULLY PROMOTED-MAPLE GROVE		03/09/2026	03/24/2026	227.26	227.26	Open	N
CH; UNIFORM A BENTING		CHOYT					03/05/2026
101-41310-50200	CH; UNIFORM A BENTING			227.26			
BEAUDRY		03/09/2026	03/24/2026	1,906.16	1,906.16	Open	N
PW; UNLEADED 87 -810.10		CHOYT					02/23/2026
101-43100-50212	PW; UNLEADED 87 -810.10			1,906.16			
IGNITE LEADERSHIP SOLUTIONS		03/09/2026	03/24/2026	400.00	400.00	Open	N
PROFESSIONAL DEVELOPMENT-MAYDAY		CHOYT					03/05/2026
101-42260-50208	PROFESSIONAL DEVELOPMENT-MAYDAY			400.00			
MWP RECREATION		03/09/2026	03/24/2026	22,838.10	22,838.10	Open	N
INSTALL OF EQUIPMENT & SAFETY SURFACING		CHOYT					02/24/2026
408-45300-50300	INSTALL OF EQUIPMENT & SAFETY SURFACING			22,838.10			
XCEL ENERGY		03/09/2026	03/24/2026	53.23	0.00	Paid	Y
51-0013433188-8; 18432 UNIT SIGNAL; FEB 202(		CHOYT					02/28/2026
101-43100-50230	51-0013433188-8; 18432 UNIT SIGNAL; FEB			53.23			
XCEL ENERGY		03/09/2026	03/24/2026	90.41	0.00	Paid	Y
51-0013433364-2; 18404 DAYTON ST LGT FEB 20		CHOYT					02/28/2026
101-43100-50230	51-0013433364-2; 18404 DAYTON ST LGT			90.41			
XCEL ENERGY		03/09/2026	03/24/2026	80.16	0.00	Paid	Y
51-0013433327-7;18396 DAYTON/SIGNAL FEB 2(		CHOYT					02/28/2026
101-43100-50230	51-0013433327-7;18396 DAYTON/SIGNAL			80.16			
XCEL ENERGY		03/09/2026	03/24/2026	46.22	0.00	Paid	Y
51-0014158934-9; 11501 DAYTON/S.L FEB 2026		CHOYT					02/28/2026
101-43100-50230	51-0014158934-9; 11501 DAYTON/S.L			46.22			

XCEL ENERGY		03/09/2026	03/24/2026	25.61	0.00	Paid	Y
51-0013433412-1; HWY 94 LGT FEB 2026		CHOYT					02/28/2026
101-43100-50230	51-0013433412-1; HWY 94 LGT;			25.61			
XCEL ENERGY		03/09/2026	03/24/2026	102.88	0.00	Paid	Y
51-0013433058-1; BROCKTON SIGNAL FEB 2026		CHOYT					02/28/2026
101-43100-50230	51-0013433058-1; BROCKTON SIGNAL			102.88			
XCEL ENERGY		03/09/2026	03/24/2026	450.51	0.00	Paid	Y
51-8556975-3;17780 TERRITORIAL/S.L. FEB 2026		CHOYT					02/28/2026
101-43100-50230	51-8556975-3;17780 TERRITORIAL/S.L.			450.51			
XCEL ENERGY		03/09/2026	03/24/2026	75.80	0.00	Paid	Y
51-9348440-7 TROY ST LGT FEB 2026		CHOYT					02/28/2026
101-43100-50230	51-9348440-7 TROY ST LGT			75.80			
XCEL ENERGY		03/09/2026	03/24/2026	82.81	0.00	Paid	Y
51-8932050-3 CR81 FEB 2026		CHOYT					02/28/2026
101-43100-50230	51-8932050-3 CR81			82.81			
SERVICEMASTER RECOVERY MANAGMEMENT		03/09/2026	03/24/2026	4,256.43	4,256.43	Open	N
RENTAL PROPERTY MOLD REMEDIATION		CHOYT					02/25/2026
101-41810-50308	RENTAL PROPERTY MOLD REMEDIATION			4,256.43			
EMILY PAYAN		03/09/2026	03/24/2026	450.00	450.00	Open	N
DAC RENTAL DEPOSIT REFUND: EVENT 3/8		CHOYT					03/08/2026
101-00000-21716	DAC RENTAL DEPOSIT REFUND: EVENT 3/8			450.00			
GUIDANCEPOINT TECHNOLOGIES		03/09/2026	03/24/2026	3,774.99	3,774.99	Open	N
SONICWALL TZ580- CITY HALL		CHOYT					03/06/2026
101-41820-50580	SONICWALL TZ580-CITY HALL			3,774.99			
CENTERPOINT ENERGY		03/09/2026	03/24/2026	7,683.84	0.00	Paid	Y
PW/PD GAS UTILITIES; 10662228-5 FEB 2026		CHOYT					02/28/2026
101-41810-50383	PW/PD GAS UTILITIES; 10662228-5			7,683.84			
CENTERPOINT ENERGY		03/09/2026	03/24/2026	35.17	0.00	Paid	Y
RH WELLHOUSE; 11429952-2 FEB 2026		CHOYT					02/28/2026

601-49400-50383	RH WELLHOUSE; 11429952-2			35.17			
PERA		03/10/2026	03/24/2026	194.44	0.00	Paid	Y
PERA-HOYT 2025 LEAVE PURCHASE		CHOYT					03/10/2026
101-00000-21704	PERA-HOYT 2025 LEAVE PURCHASE			194.44			
MONTICELLO ANIMAL CONTROL		03/10/2026	03/24/2026	55.00	55.00	Open	N
PD; ANIMAL CONTROL P/U 2/4		CHOYT					02/04/2026
101-42140-50308	PD; ANIMAL CONTROL P/U 2/4			55.00			
RUM RIVER COUNSELING, INC		03/10/2026	03/24/2026	1,775.00	1,775.00	Open	N
WELLNESS PROGRAM		CHOYT					03/05/2026
101-42120-50392	WELLNESS PROGRAM			1,775.00			
LEVANDER, GILLEN & MILLER, P.A.		03/10/2026	03/24/2026	5,499.00	5,499.00	Open	N
LEGAL FEES JAN-FEB 2026		CHOYT					03/09/2026
101-41640-50304	LEGAL FEES JAN-FEB 2026			5,499.00			
CITY OF DAYTON		03/10/2026	03/24/2026	135.73	135.73	Open	N
ACCT #7850 RENTAL WA BILL		CHOYT					03/10/2026
601-49400-50210	ACCT #7850 RENTAL WA BILL			135.73			
HENNEPIN COUNTY		03/10/2026	03/24/2026	2,841.20	0.00	Paid	Y
PD; RADIO LEASE-FEB 2026		CHOYT					02/28/2026
101-42120-50320	PD; RADIO LEASE-FEB 2026			2,841.20			
KWIK TRIP INC		03/10/2026	03/24/2026	121.99	0.00	Paid	Y
PD; 514204/ CARWASH FEB 2026		CHOYT					02/28/2026
101-42120-50220	PD; 514204/ CARWASH FEB 2026			121.99			
METROPOLITAN COUNCIL		03/10/2026	03/24/2026	59,228.54	0.00	Paid	Y
WASTE WATER SERVICE; APR 2026		CHOYT					03/03/2026
602-49400-50313	WASTE WATER SERVICE; APR 2026			59,228.54			
THE STANDARD		03/10/2026	03/24/2026	309.03	309.03	Open	N
#00 173153 LIFE INS-DAYTON MN		CHOYT					03/10/2026
101-00000-21711	INSURANCE-STANDARD			309.03			

METROPOLITAN COUNCIL		03/10/2026	03/24/2026	51,663.15	0.00	Paid	Y
SAC FEE; FEB 2026		CHOYT					02/28/2026
602-00000-20801	SAC FEE; FEB 2026			52,185.00			
602-49450-37270	LESS PROMPT PAYMENT FEE			(521.85)			
GUIDANCEPOINT TECHNOLOGIES		03/11/2026	03/24/2026	621.00	621.00	Open	N
OFFICE 365 -CLOUD PRICING MONTHLY		CHOYT					03/10/2026
101-41820-50205	OFFICE 365 -CLOUD PRICING MONTHLY			621.00			
REPUBLIC SERVICES, INC.		03/11/2026	03/24/2026	20,986.70	0.00	Paid	Y
CITY RECYCLING- FEB 2026		CHOYT					02/28/2026
101-41650-50386	CITY RECYCLING- FEB 2026			20,986.70			
LYNDE'S RESTAURANT & CATERING		03/11/2026	03/24/2026	634.60	634.60	Open	N
EMPLOYEE APPRECIATION PROGRAM APRIL 202(		CHOYT					03/09/2026
101-41910-50213	EMPLOYEE APPRECIATION PROGRAM			634.60			
SREEDHARAN, NANDAKUMAR		03/12/2026	03/24/2026	40.36	40.36	Open	N
UB refund for account: 5633		CHOYT					03/12/2026
601-00000-15550	CREDIT FORWARD			40.36			
DICKEY, JERENA		03/12/2026	03/24/2026	25.23	25.23	Open	N
UB refund for account: 5914		CHOYT					03/12/2026
601-00000-15550	CREDIT FORWARD			25.23			
BJERKE, JOSEPH		03/12/2026	03/24/2026	39.64	39.64	Open	N
UB refund for account: 5451		CHOYT					03/12/2026
601-00000-15550	CREDIT FORWARD			39.64			
ABS HOMES, LLC		03/12/2026	03/24/2026	85.98	85.98	Open	N
UB refund for account: 7867		CHOYT					03/12/2026
601-00000-15550	CREDIT FORWARD			85.98			
JILL PATENAUDE		03/12/2026	03/24/2026	177.75	177.75	Open	N
UB refund for account: 6534		CHOYT					03/12/2026
601-00000-15550	CREDIT FORWARD			177.75			
ROBERTSON, GREG		03/12/2026	03/24/2026	241.21	241.21	Open	N

UB refund for account: 4275		CHOYT					03/12/2026
601-00000-15550	CREDIT FORWARD			241.21			
YAGOW, GABRIELA & DALTON		03/12/2026	03/24/2026	14.48	14.48	Open	N
UB refund for account: 5862		CHOYT					03/12/2026
601-00000-15550	CREDIT FORWARD			14.48			
STROMBERG, BRIAN & EMILIA		03/12/2026	03/24/2026	66.41	66.41	Open	N
UB refund for account: 3540		CHOYT					03/12/2026
601-00000-15550	CREDIT FORWARD			66.41			
MARY WOODS		03/12/2026	03/24/2026	57.39	57.39	Open	N
UB refund for account: 6781		CHOYT					03/12/2026
601-00000-15550	CREDIT FORWARD			57.39			
MICHELLE ROTHER		03/12/2026	03/24/2026	25.07	25.07	Open	N
UB refund for account: 6367		CHOYT					03/12/2026
601-00000-15550	CREDIT FORWARD			25.07			
LINDQUIST, HUNTER		03/12/2026	03/24/2026	69.50	69.50	Open	N
UB refund for account: 5241		CHOYT					03/12/2026
601-00000-15550	CREDIT FORWARD			69.50			
HENNEPIN COUNTY		03/16/2026	03/24/2026	2,254.82	0.00	Paid	Y
FD; RADIO LEASE- FEB 2026		CHOYT					02/28/2026
101-42260-50320	FD; RADIO LEASE- FEB 2026			2,254.82			
CAMPBELL KNUTSON P.A.		03/16/2026	03/24/2026	72.90	72.90	Open	N
LEGAL FEES-GENERAL; FEB 2026		CHOYT					02/28/2026
101-41640-50304	LEGAL FEES-GENERAL; FEB 2026			72.90			
CITY OF ANOKA		03/16/2026	03/24/2026	80.17	0.00	Paid	Y
22-396030-00 BALSAM LANE PED; FEB 2026		CHOYT					02/28/2026
101-43100-50230	22-396030-00 BALSAM LANE PED; FEB 2026			80.17			
CITY OF ANOKA		03/16/2026	03/24/2026	403.52	0.00	Paid	Y
22-393200-01 CENTRAL PARK; FEB 2026		CHOYT					02/28/2026
101-41810-50381	22-393200-01 CENTRAL PARK; FEB 2026			403.52			

CITY OF ANOKA		03/16/2026	03/24/2026	23.50	0.00	Paid	Y
22-393400-00 SDLR SIREN; FEB 2026		CHOYT					02/28/2026
101-41810-50381	22-393400-00 SDLR SIREN; FEB 2026			23.50			
CITY OF ANOKA		03/16/2026	03/24/2026	823.05	0.00	Paid	Y
22-396000-01 CH; FEB 2026		CHOYT					02/28/2026
101-41810-50381	22-396000-01 CH; FEB 2026			823.05			
CITY OF ANOKA		03/16/2026	03/24/2026	514.10	0.00	Paid	Y
22-990002-01 STREET LIGHTS; FEB 2026		CHOYT					02/28/2026
101-43100-50230	22-990002-01 STREET LIGHTS; FEB 2026			514.10			
BEAUDRY		03/16/2026	03/24/2026	1,831.35	1,831.35	Open	N
ULS2 DYED KODIAK WINTER B5-507.30		CHOYT					03/06/2026
101-43100-50212	ULS2 DYED KODIAK WINTER B5-507.30			1,831.35			
BEAUDRY		03/16/2026	03/24/2026	1,944.85	1,944.85	Open	N
PW; UNLEADED 87 -732.80		CHOYT					03/05/2026
101-43100-50212	PW; UNLEADED 87 -732.80			1,944.85			
JORGE BRITO		03/16/2026	03/24/2026	300.00	300.00	Open	N
DAC RENTAL DEPOSIT REFUND: EVENT 3/14		CHOYT					03/14/2026
101-00000-21716	DAC RENTAL DEPOSIT REFUND: EVENT 3/14			300.00			
GUIDANCEPOINT TECHNOLOGIES		03/16/2026	03/24/2026	175.00	175.00	Open	N
IT; OFFSITE BACKUP		CHOYT					03/15/2026
101-41820-50300	IT; OFFSITE BACKUP			175.00			
HAWKINS, INC		03/16/2026	03/24/2026	20.00	20.00	Open	N
PW; CHEMICALS		CHOYT					03/15/2026
601-49400-50216	PW; CHEMICALS			20.00			
FLOCK SAFETY		03/16/2026	03/24/2026	21,000.00	21,000.00	Open	N
PD; CONTRACT SERVICES-FLOCK SAFETY		CHOYT					03/13/2026
101-42120-50308	PD; CONTRACT SERVICES-FLOCK SAFETY			21,000.00			
CINTAS		03/16/2026	03/24/2026	153.10	153.10	Open	N

PW; UNIFORMS		CHOYT					03/12/2026
101-43100-50217	PW; UNIFORMS			153.10			
XCEL ENERGY		03/16/2026	03/24/2026	24.81	0.00	Paid	Y
51-6970693-8;17320 DAYTON SHED FEB-MAR 2(		CHOYT					02/28/2026
101-41810-50381	51-6970693-8;17320 DAYTON SHED FEB-MAR			24.81			
XCEL ENERGY		03/16/2026	03/24/2026	3,390.97	0.00	Paid	Y
51-0011857801-8;PD/PW BLDG FEB-MAR 2026		CHOYT					02/28/2026
101-41810-50381	51-0011857801-8;PD/PW BLDG FEB-MAR			3,390.97			
XCEL ENERGY		03/16/2026	03/24/2026	2,126.56	0.00	Paid	Y
51-0013565432-4; 14695 RIVER/WELLHOUSE FE		CHOYT					02/28/2026
601-49400-50381	51-0013565432-4; 14695 RIVER/WELLHOUSE			2,126.56			
XCEL ENERGY		03/16/2026	03/24/2026	24.53	0.00	Paid	Y
51-0015591826-7; 14642 146TH/IRR FEB-MAR 2(		CHOYT					02/28/2026
601-49400-50381	51-0015591826-7; 14642 146TH/IRR FEB-MAR			24.53			
XCEL ENERGY		03/16/2026	03/24/2026	60.94	0.00	Paid	Y
51-0014473382-9 12000.5 W FRENCH FEB-MAR		CHOYT					02/28/2026
101-43100-50230	51-0014473382-9 12000.5 W FRENCH FEB-MAR			60.94			
ELITE SANITATION		03/16/2026	03/24/2026	185.60	185.60	Open	N
PW; PORTABLE RENTAL FEB-MAR 2026		CHOYT					03/12/2026
101-45200-50410	PW; PORTABLE RENTAL FEB-MAR			185.60			
CHARTER COMMUNICATIONS		03/16/2026	03/24/2026	1,209.77	0.00	Paid	Y
ACCOUNT #175337501 INTERNET; MAR-APR 202		CHOYT					03/07/2026
101-42120-50320	LOCATION #243204401- PD; INTERNET			202.22			
101-43100-50321	LOCATION #243204401-PW; INTERNET			202.21			
101-42260-50320	LOCATION #175337701-FD2; INTERNET			45.15			
101-41820-50308	LOCATION #175337801; CH/INTERNET			199.98			
601-49400-50321	LOCATION #175337201; WELLHOUSE/INTERNET			99.98			
101-42260-50320	LOCATION #175337601; FD 1/INTERNET			109.99			
101-42120-50320	ACCOUNT# 175351601- PD;NUMBER FORWARDING			16.51			
101-41820-50308	LOCATION #175337901- CH/FIBER INTERNET			333.73			

BEAUDRY		03/17/2026	03/24/2026	851.21	851.21	Open	N
ULS2 DYED KODIAK WINTER B5-210.80		CHOYT					03/13/2026
101-43100-50212	ULS2 DYED KODIAK WINTER B5-210.80			851.21			
BEAUDRY		03/17/2026	03/24/2026	1,574.93	1,574.93	Open	N
PW; UNLEADED 87 -521.50		CHOYT					03/13/2026
101-43100-50212	PW; UNLEADED 87 -521.50			1,574.93			
HENNEPIN COUNTY SHERIFFS OFFIC		03/17/2026	03/24/2026	150.00	150.00	Open	N
PD; PER DIEM AND PROCESSING FEB 2026		CHOYT					03/08/2026
101-42120-50306	PD; PER DIEM AND PROCESSING FEB 2026			150.00			
XCEL ENERGY		03/17/2026	03/24/2026	30.52	30.52	Open	N
51-0013211437-0;SDL TRAIL LIFT FEB-MAR 2026		CHOYT					02/28/2026
601-49400-50381	51-0013211437-0;SDL TRAIL LIFT			30.52			
XCEL ENERGY		03/17/2026	03/24/2026	26.37	26.37	Open	N
51-0014444656-9;14748 CHESHIRE CT S.L. FEB-		CHOYT					02/28/2026
101-43100-50230	51-0014444656-9;14748 CHESHIRE CT S.L.			26.37			
XCEL ENERGY		03/17/2026	03/24/2026	26.37	26.37	Open	N
51-0014444653-6;14666.5 146TH AVE S.L. FEB-M		CHOYT					02/28/2026
101-43100-50230	51-0014444653-6;14666.5 146TH AVE S.L.			26.37			
XCEL ENERGY		03/17/2026	03/24/2026	41.16	41.16	Open	N
51-0013923150-3;HOLLY LN; FEB-MAR 2026		CHOYT					02/28/2026
101-43100-50230	51-0013923150-3;HOLLY LN			41.16			
XCEL ENERGY		03/17/2026	03/24/2026	24.29	24.29	Open	N
51-0014423188-8;14678 146TH AVE ST LGT FEB-		CHOYT					02/28/2026
101-43100-50230	51-0014423188-8;14678 146TH AVE ST LGT			24.29			
XCEL ENERGY		03/17/2026	03/24/2026	35.00	35.00	Open	N
51-0014297205-1;14641 U.PASS W/RH PKWY; FE		CHOYT					02/28/2026
101-43100-50230	51-0014297205-1;14641 U.PASS W/RH PKWY;			35.00			
XCEL ENERGY		03/17/2026	03/24/2026	61.51	61.51	Open	N
51-0013433451-8;BROCKTON LGT; FEB-MAR 20		CHOYT					02/28/2026

101-43100-50230	51-0013433451-8;BROCKTON LGT;			61.51			
XCEL ENERGY		03/17/2026	03/24/2026	35.80	35.80	Open	N
51-0013985527-8; CHESHIRE LGT; FEB-MAR 202	CHOYT						02/28/2026
101-43100-50230	51-0013985527-8; CHESHIRE LGT;			35.80			
XCEL ENERGY		03/17/2026	03/24/2026	0.16	0.16	Open	N
51-0014712973-2; 18160 SIREN FEB-MAR 2026	CHOYT						02/28/2026
101-41810-50381	51-0014712973-2; 18160 SIREN			0.16			
MAGNEY CONSTRUCTION INC		03/18/2026	03/24/2026	241,414.00	241,414.00	Open	N
PAY APP 22; WELL HEAD TREATMENT 4 & 5	CHOYT						03/18/2026
601-00000-16500	PAY APP 22; WELL HEAD TREATMENT 4 & 5			254,120.00			
601-00000-20600	RETAINAGE PAYABLE			(12,706.00)			
VERIZON WIRELESS		03/18/2026	03/24/2026	150.31	150.31	Open	N
PW;CELL SERVICE;MCM SEWER FEB-MAR 2026	CHOYT						02/28/2026
602-49400-50321	PW;CELL SERVICE;MCM SEWER FEB-MAR 2026			150.31			
MN DEPT OF REVENUE		03/18/2026	03/24/2026	95.00	95.00	Open	N
SALES TAX PAYABLE FEB 2026	CHOYT						03/17/2026
101-00000-20300	SALES TAX PAYABLE			95.00			
# of Invoices: 96	# Due: 65	Totals:		479,273.55	324,389.15		
# of Credit Memos: 0	# Due: 0	Totals:		0.00	0.00		
Net of Invoices and Credit Memos:				479,273.55	324,389.15		
* 2 Net Invoices have Credits Totalling:				(13,227.85)			

--- TOTALS BY FUND ---

101 - GENERAL FUND	97,371.44	55,664.97
408 - PARK TRAIL DEVELOPMENT	25,505.60	25,505.60
601 - WATER FUND	245,304.56	243,018.32
602 - SEWER FUND	111,091.95	200.26

--- TOTALS BY DEPT/ACTIVITY ---

00000 -	295,790.49	243,411.05

41310 - Administration	227.26	227.26
41640 - Legal Services	5,571.90	5,571.90
41650 - Recycling Services	20,986.70	0.00
41710 - Plannning & Economic Dev	76.86	76.86
41810 - Central Services	17,961.33	5,611.64
41820 - Information Technology	5,104.70	4,570.99
41910 - Activity Center	634.60	634.60
42120 - Patrol and Investigate	26,152.77	22,970.85
42140 - Animal Control	55.00	55.00
42260 - Fire Suppression	2,809.96	400.00
43100 - Public Works	13,283.85	11,263.70
45200 - Parks	3,158.04	3,128.14
45300 - Trail Development	25,505.60	25,505.60
49400 - Utilities	62,476.34	961.56
49450 - Sewer	(521.85)	0.00

PRESENTER: Martin Farrell

ITEM: Elsie Stephens Park Master Plan Phase 3A bid documentation

PREPARED BY: Martin Farrell

POLICY DECISION / ACTION TO BE CONSIDERED: Approve MSA to develop bid documentation for Phase 3 of Elsie Stephens Park, to include improvements to performance area, and installing concrete, dance floor. The lump sum fee for the work to MSA is $37,300.00

BACKGROUND: The Master Plan for Elsie Stephens Park was an effort developed between 2016 and 2018, with Staff, Council, Contract Landscape Architects, and a Steering Committee. The project was refined over several meetings and with input from all of the participants at the various stages of development. The City is currently in Phase 3 of the development of the Park, with various elements being installed including, trails and river overlooks, landscaping, bridges, performance area with seating and power, patio, decorative lighting, and trail link into Cloquet Overlook Park, part of the Three Rivers Park District Mississippi Regional Trail.

The City Council has requested that future phases be identified along with costs and an approximate timeline for the additional phases. Staff recommended an update of the Master Plan, and conducted an RFP requesting proposal documents from interested Landscape Architects. Staff received 6 proposals, and reviewed each of them for compliance to the RFP and reduced the contenders to 3 finalists for Park Commission to Interview.

City Council Awarded the Contract for the project to MSA at their regular council meeting on 02-25-2025. Since contract award MSA has conducted meetings and data gathering from Staff, Community representatives, Commission & Council representatives, and residents. MSA presented initial Concepts based on the direction given. Concepts were presented at the 9-2-2025 Park Commission meeting for review and comments.

Subsequent to the 9-2-2025 concept presentation, further refinements have been included based on feedback received, we are close to the final version of the concept and are not anticipating major changes to the Concept.

At their 10-07-25 regular meeting, Park Commission reviewed the master plan concept and voted unanimously to recommend the Council adopt the master plan concept.

The master plan was presented to the City Council at the 10-21-2025 meeting, where after discussion the plan was adopted without the phasing suggestions or costings, to provide flexibility in the future development of the Park.

Staff has worked with MSA to refine Councils request for Phase 3 of Elsie Stephens Park development, the Council identified 4 items for inclusion, Bathrooms, Splash Pad, Performance stage improvements, additional parking. A budget of $1,500,000 was suggested for these improvements. The concept plans for Phase 3 have been reimagined and cost estimated for the project at $2,025,000, Staff are looking for direction from the Council of how to proceed with Phase 3 of Park Development.

At the 01-27-2026 City Council meeting Staff were directed to prioritize making improvements to the performance area and installing a concrete pad for the dance area. Council also directed Staff to identify the costs for a Stage cover based on the Councils preferred wave style structure. Council directed staff to purchase the structure and include construction of the structure within the bid package for the remaining aspects of the Phase 3 improvements. Council also directed staff to use a General contractor for the installation of the structure, concrete work, electrical and any Civil Engineering improvements that may be required. The General Contractor will be identified from the bidding procedure for the work on Phase 3A.

Although this appears to be a simple project there are a number of things to be considered

Size and placement of the structure, Staff need to obtain Engineered drawings for the structure before it can be ordered. These drawings will inform the size and placement of the structure, currently it is not know if the existing concrete at the performance area is robust enough to take the weight of the structure plus any snow loads. If it is not strong enough, then the location for the supports will need to be outside of the existing stage, which will increase the size of the structure.

The proposed area for the dance area has the ADA trail going through the middle of the dance floor, so that will need to be relocated, at a grade that is ADA compliant.

Council requested staff gather more information about the splash pad and bathroom facilities to identify the best way forward, given there are multiple factors to be considered with this amenity of the Phase 3 development. The splash pad area is not included in this bid document package.

At the 02-24-2026 City Council meeting council requested revised bid from MSA with reduced scope of work and staff to obtain bids from additional contractors for comparison. Staff contacted 2 local contractors and met with them to discuss the project only one of the additional contractors submitted a proposal for the project.

CRITICAL ISSUES: Aligns with Council Goal to “Maintain and Enhance the Natural and Rural Community Connection”.

BUDGET IMPACT: Funded from Capital Fund 405

RECOMMENDATION: Approve MSA to produce bid documents and bid Phase 3 of Elsie Stephens Park (performance area only).

ATTACHMENT(S): Proposal from Loucks and MSA for producing bid documentation.

March 16, 2025

Martin Farrell
Public Works Director
City of Dayton
13700 Zanzibar Lane N
Dayton, MN 55327
Phone: 763-427-3224 Email: mfarrell@daytonmn.gov

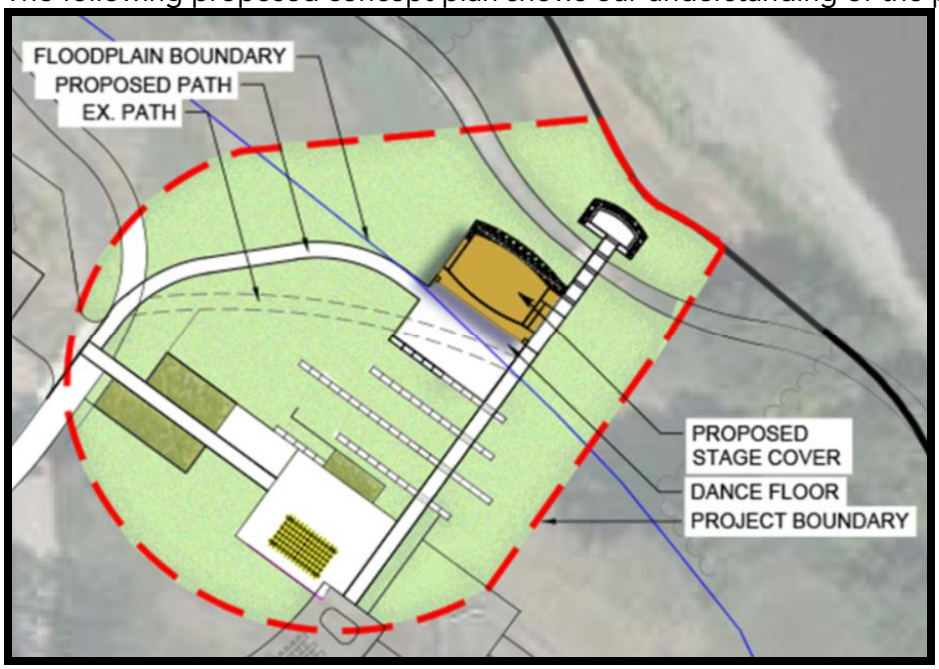
RE: Proposal for Landscape Architecture Services
Elsie Stephens Park Performance Area Enhancements
Loucks Proposal No. P260153

Dear Mr. Farrell,

Thank you for your interest in our proposal for landscape architecture services for the above-mentioned project in Dayton, Minnesota. We understand this project includes final design services for the phase 1 improvements identified in the Elsie Stephens Master Plan completed in Fall 2025. The project includes a shade structure/stage cover, concrete dance floor, and accessible walkway connections to existing amenities. We understand the proposed stage area is within a mapped floodplain and will require coordination and permitting with governing agencies. The proposed stage cover will be purchased directly by the city and installed by the selected contractor.

We understand that construction is anticipated to occur in Fall 2026. The proposed construction cost estimate for the proposed performance area enhancements is $425,000.

The following proposed concept plan shows our understanding of the project limits:



Loucks considers this document a contract for the work described below. We will begin our work on receipt of this signed document. Therefore, if there are any items that do not meet your needs, please let us know and we will make the necessary adjustments before we begin.

SCOPE OF SERVICES

1. TOPOGRAPHIC SURVEY

We will perform a topographic survey of the property and approximately 25 feet surrounding, including:

A. One-foot contours of the site.
B. Spot elevations on significant structures and features.
C. Location and elevation of tops of castings and inverts of observable sanitary and storm sewer appurtenances, i.e. manholes, catch basins, flared ends, OCS's.
D. Location of visible surface features, such as buildings, drives, tree lines and fences.
E. Portrayal of underground utilities on the site based upon a Gopher State One Call request, and mapping provided by utility operators or you.

Deliverables:

i. A pdf of the survey will be provided. Prints are available upon request.

2. PROJECT KICK-OFF

Loucks has familiarity with the Elsie Stephens site based on our previous design work completed in 2020. During this phase we will become familiar with the Elsie Stephens Master Plan document that was completed in 2025 along with other important background information.

A. Loucks will hold a project kick-off meeting with city staff during which we can confirm schedule, responsibilities, and preferred coordination processes.
B. We will develop a site base map including inventory and analysis information.

Meetings:

i. City Meeting #1 – Project Kick-off Meeting and Site Visit (In-person)

Deliverables:

i. Meeting #1 Minutes
ii. Base Map PDF

2. SCHEMATIC DESIGN (30% Plans)

A. Develop schematic design package
    i. Loucks will develop a schematic plan graphic illustrating the layout of the proposed improvements based on the programming elements identified below. Example imagery will be included for the proposed amenities.
        1. Shade/band shell structure

a. Loucks will coordinate with the selected vendor of the pre-fab structure
2. Concrete pad/dance floor area
3. ADA compliant walkways
4. Retaining wall/stair connections to existing amenities

B. Develop construction cost estimate

Meetings:

i. City Meeting #2 – Schematic Design Review (Virtual)
ii. Meeting with Governing Agencies to discuss permitting requirements

Deliverables:

i. Schematic Design Site Plan
ii. Construction cost estimate
iii. Meeting #2 Minutes

3. DESIGN DEVELOPMENT (60% Plans)

Loucks will incorporate any revisions received from city staff during the schematic design phase and prepare design development plans including:

A. Cover Page
B. Removals Plan
C. Erosion Control Plan and Stormwater Pollution Prevention Plan (SWPPP)
D. Site Plan
E. Grading Plan
F. Landscape Plan
G. Construction Details Plan
H. Electrical Plan
   a. The electrical plan will include
      i. New 60 amp 240/120V 1 phase underground feeder extended from the point of service to new load center located at the back of the proposed stage. An additional weather-rated power pedestal
      ii. Up to (4) 120v duplex receptacles at the shelter columns
      iii. Up to (7) 120 v duplex receptacles in the ceiling of the shelter
      iv. General security lighting with dimming in shelter ceiling

Meetings:

i. City Meeting #3 – Design Development Review (Virtual)
ii. Parks Commission Meeting #1
   - (Loucks will present the design and construction cost estimate at meeting)
iii. City Council Meeting #1 (Loucks will present at meeting)
   - (Loucks will present the design and construction cost estimate at meeting)

Deliverables:

i. Design Development Plans
ii. Packet information for Parks Commission Meeting and City Council Meeting
iii. Meeting Minutes

4. PERMITTING

Loucks will permit the project with the required agencies. Anticipated required permits include:

A. City of Dayton
   i. Land Disturbance/Building Permit
B. Elm Creek Watershed District
   i. Project Permit
C. Minnesota Pollution Control Agency
   i. SWPPP

Floodplain review will need to be considered and updated for the addition of the shade structure and dance floor. It is assumed that an existing Mississippi River floodplain model will be available for use. If additional modeling is required, Loucks may require a change in the scope and fee to meet project requirements.

Coordination with additional agencies including Three Rivers Park District, Minnesota Department of Natural Resources, and US Army Corp of Engineers

2. CONSTRUCTION DOCUMENTS (90% & 100% Plans)

Based on the accepted, final design development drawings and the cost estimate, we will work with city staff to define the scope of the construction packages that will be prepared for construction contract bidding. We anticipate our work to include:

A. Construction Documents
   a. Cover Page
   b. Removals Plan
   c. Erosion Control Plan and Stormwater Pollution Prevention Plan (SWPPP)
   d. Site Plan
   e. Grading and Storm Sewer Plan
   f. Landscape Plan
   g. Construction Details Plan
   h. Electrical Plan
B. Technical Specifications
C. Construction Cost Estimate

Meetings:

i. City Meeting #4 – 90% Construction Document Review (Virtual)
ii. Parks Commission Meeting #2
   - (Loucks will present the design and construction cost estimate at meeting)
iii. City Council Meeting #2
   - (Loucks will present the design and construction cost estimate at meeting)

Deliverables:

i. 90% Construction Document Plans and Specifications
ii. Packet information for Parks Commission Meeting and City Council Meeting
iii. Meeting Minutes

iv. 100% Construction Document Plans and Specifications

3. BIDDING

Loucks will assist the City of Dayton with the following:

A. Advertisement of Bid
B. Upload Construction Documents to selected bidding platform
C. Issue Addenda and answer questions as needed
D. Conduct Bid Opening Meeting
E. Prepare Bid Tabulation
F. Prepare Letter of Recommendation to the city

Meetings:

i. Bid Opening Meeting (Virtual)

Deliverables:

i. Construction Documents
ii. Addenda (as needed)
iii. Bid Tabulation
iv. Letter of Recommendation

ASSUMPTIONS AND EXCLUSIONS

A. Loucks will solicit geotechnical firm quotes for soil borings and associated report information needed for the project. The city will be responsible for developing a contractor with the selected firm to complete the work.
B. Storm sewer design is not included as it is not anticipated to be required.
C. The client will be responsible for notifying the owner of the subject property and adjoining property owners of the field survey schedule. Loucks will inform the client of when the survey crew will be on site.
D. Grant writing services are not included in this proposal.
E. Public engagement is not included in this proposal but can be provided as an additional service by Loucks if desired.
F. 3D perspective renderings are not included in this proposal but can be provided as an additional service by Loucks if desired.
G. Construction administration and observations services are not included in this proposal, but can be provided as an additional service by Loucks if desired.
H. Construction Staking
I. Wetland Delineation
J. Archeological Study
K. Electrical services not included:
    a. New electrical service
    b. Performance lighting for stage
    c. Power pedestals/raceways for vending/cooking/sound booth
    d. Provisions for sound/cameras/security
    e. Provisions for internet service provider or WiFi/Bluetooth connectivity

f. Multiple lighting fixture evaluation/selection
g. Site lighting along walkways and dance floor
h. Coordination with electric utility provider
i. Provisions for solar or alternative power source

COMPENSATION

Compensation for services described in the Scope of Services above shall be for an amount in accordance with the following:

1.	TOPOGRAPHIC SURVEY	$8,500
2.	PROJECT KICK-OFF	$1,500
3.	SCHEMATIC DESIGN	$5,000
4.	DESIGN DEVELOPMENT	$5,000
5.	PERMITTING	$3,000
6.	CONSTRUCTION DOCUMENTS	$4,000
7.	BIDDING	$3,000
	SUB-TOTAL:	**$30,000**
	Sub-consultant: Electrical Engineering Services	$5,500
	TOTAL BASE FEE:	**$35,500**
	Alternate #1: Sub-consultant: Structural Engineering Services	$2,000
	TOTAL BASE FEE + ALTERNATE #1:	**$37,500**

The following items will be invoiced as reimbursable items if not paid directly by Owner:

1. All required permit fees and/or agency review fees
2. Geotechnical borings and report
3. Legal Notice Publication of the Advertisement for Bids

SCHEDULE

Loucks is ready to begin work immediately upon authorization. The following is our proposed project schedule. We anticipate authorization from the city to begin work to occur in March 2026.

Task	**Approximate Milestone Dates (2026)**
Topographic Survey	April
Project Kick-Off	April
Schematic Design	April -May
Design Development	May
Permitting	May
Construction Documents	June
Bidding	July
Project Awarded	August

A. COMPENSATION

a. Invoices will be sent once a month based on the percentage of work completed and/or additional services performed through the date of billing. Payments on invoices are due upon receipt. Account balances over 30 days will be charged a late charge of 1.1% per month.

B. CLOSURE

Loucks appreciates the opportunity to present this proposal to you. It is either being provided via email, for you to sign and return via email, or it is being mailed in duplicate in order that, if acceptable to you, one copy can be kept for your records and one copy can be signed and returned to us as written authorization to proceed.

Only the services listed above in the Scope of Services are included in this proposal. If additional services are required, they shall be provided in accordance with the attached hourly rate fee schedule.

Attached to this proposal are Loucks' General Conditions, which are part of this agreement. By signing this contract, you are agreeing that they have been read, understood and accepted.

We would appreciate the opportunity to personally discuss this proposal/contract with you at your earliest convenience.

This proposal is valid for a period of 30 days from the date of this proposal.

Sincerely,

LOUCKS



Jordan Gedrose, PLA
Landscape Architect



Nate Ekhoff, PLA
Principal Landscape Architect

Authorization to Proceed:

By: _____ Date: _____

On Behalf Of: _____

Loucks is an Equal Opportunity Employer.

GENERAL CONDITIONS

1.0 CLIENT RESPONSIBILITY

1.1. The CLIENT shall provide or make available all existing data that could possibly have a bearing on the decisions or recommendations made by Loucks including:

1.1.1. The CLIENT shall provide a copy of an Abstract or Title commitment for the parcel within seven (7) days of agreement date.

1.1.2. The CLIENT shall provide a copy of all staff reports, meeting minutes and pertinent correspondence as they become available. This information shall be furnished as expeditiously as necessary for the orderly progress of Loucks services and of the work.

1.1.3. The CLIENT shall provide, as requested, information regarding requirements for the Project that shall set forth the CLIENT's design objectives, constraints and criteria, including building area, building types and site requirements.

1.1.4. The CLIENT shall examine the documents prepared by Loucks and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of Loucks services.

1.1.5. The CLIENT shall furnish reports and professional recommendations and other services of soil engineers or other consultants when such services are deemed necessary by Loucks. Consultants hired by the CLIENT shall carry liability, errors and omission and other pertinent insurance. The services may include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, etc.

1.1.6. Loucks shall receive copies of all soil borings, compaction tests and reports.

1.2. If the CLIENT observes or otherwise becomes aware of any fault or defect in the Project or non conformance with the Construction Documents, prompt written notice thereof shall be given by the CLIENT to Loucks.

1.3. The CLIENT shall provide for Loucks right to enter from time-to-time property owned by the CLIENT and/or others in order for Loucks to fulfill the Scope of Services indicated herein. The CLIENT understands that use of equipment may unavoidably cause some damage, the correction of which is not part of this agreement.

2.0 PAYMENT TO LOUCKS

2.1. Invoices will be submitted to the CLIENT from time to time, generally monthly but no more frequently than every two weeks and shall be due and payable within thirty (30) calendar days of the invoice date.

2.2. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall so notify Loucks in writing within thirty (30) calendar days of the invoice date, identify the cause of disagreement and pay when due that portion of the invoice, if any, not in dispute. The CLIENT forfeits his objection by failure to respond within thirty (30) days. Loucks and CLIENT shall strive to resolve disputed amounts within 45 days. If the dispute cannot be resolved, either party has the right to suspend or terminate this agreement.

2.3. The CLIENT shall pay an additional carrying charge of one (1.0) percent of the invoice amount per month for any payment received by Loucks more than thirty (30) calendar days from the date of the invoice, excepting any portions of the invoice amount in dispute and resolved in favor of the CLIENT.

2.3.1. Payment thereafter shall first be applied to the carrying charges and then to the principal unpaid amount.

2.3.2. Application of the additional carrying charge indicated above as a consequence of the CLIENT's late payments does not constitute any willingness on Loucks part to finance the CLIENT's operation, and no such willingness should be inferred.

2.4. Payment of invoices is in no case subject to unilateral discounting or setoffs by the CLIENT.

2.5. If the CLIENT fails to pay undisputed invoiced amounts within sixty (60) calendar days of the date of the invoice, Loucks may at any time, without waiving any other claims against the CLIENT and without thereby incurring any liability to the CLIENT, suspend or terminate this agreement.

2.6. (a) **ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.**

(b) **UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**

2.7. In the event that litigation is required to collect undisputed invoiced amounts, Loucks shall be reimbursed by the CLIENT for Loucks legal costs in addition to whatever other judgment or settlement sums, if any, may be due. Such legal costs shall include, but not be limited to, reasonable attorney's fees, court costs, expert witness fees and other documented expenses, as well as the value of time spent by Loucks in researching the issues in question, discussing matters with attorneys and others, preparing for depositions, responding to interrogatories and so on. The value of time spent and the expenses incurred shall be based on Loucks prevailing fee schedule and expense reimbursement policy relative to the recovery of direct project costs. The same considerations apply to the prevailing party, either the CLIENT or Loucks, when litigation or arbitration is needed to resolve properly noticed disputed invoiced amounts.

3.0 ADDITIONAL SERVICES AND/OR EXCLUDED SERVICES

3.1. Unless specifically included in the Scope of Services, the following services are not included in this agreement. They shall be provided if agreed to in writing by the CLIENT and Loucks. In general, tasks not specified within the Scope of Services will be prepared in accordance with the prevailing hourly fee schedule.

3.2. Revisions to plans that are requested by the CLIENT, the CLIENT's architect or representative or required by the city, its consultants, watershed, county surveyor, DNR, Corps of Engineers, or other regulatory agency if it is not clearly demonstrated that the cause for change is an error or omission on Loucks behalf.

3.3. The CLIENT shall also pay all Reimbursable Charges and other costs directly attributable to termination or suspension for which Loucks is not otherwise compensated.

3.4. If the services covered by the Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of Loucks, the amount of compensation shall be equitably adjusted using the prevailing hourly fee schedule.

3.5. If the CLIENT requests a task be completed in a time frame which requires Loucks employees to work beyond 8 hours per working day (Monday through Friday), and it is solely based on the CLIENT's request and not Loucks integral workload, Loucks may negotiate additional compensation for fast tracking a specific task.

3.6. In that it would be unfair for Loucks to be exposed to liability for his or her failure to perform a service the CLIENT has instructed Loucks not to perform, due to the CLIENT's preference or desire to obtain such service from another source, the CLIENT hereby waives any claim against LOUCKS and agrees to defend, indemnify and hold LOUCKS harmless from any claim or liability for injury or loss allegedly arising from Loucks failure to perform a service the CLIENT has instructed Loucks to not perform. The CLIENT further agrees to compensate Loucks for any time spent or expenses incurred by Loucks in defense of any such claim, in accordance with Loucks prevailing fee schedule and expense reimbursement policy.

3.7. The CLIENT has relied on Loucks judgment in establishing the work scope and fee for this project, given the project's nature and risks. The CLIENT shall therefore rely on Loucks judgment as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to Loucks. Should Loucks call for contract re negotiation, Loucks shall identify the changed conditions which in Loucks judgment makes such re negotiation necessary, and Loucks and the CLIENT shall promptly and in good faith enter into re negotiation of this agreement to help permit Loucks to continue to meet the CLIENT's needs. If re negotiated terms cannot be agreed to, the CLIENT agrees that Loucks has an absolute right to terminate this AGREEMENT.

4.0 REIMBURSABLE EXPENSES

4.1. In addition to the Compensation for Basic and Additional Services, the following Reimbursable Charges are due to Loucks from the CLIENT, for reasonable charges incurred or established by Loucks in the interest of the Project:

4.2. Transportation in connection with the Project, out-of-town travel, long-distance communications, blueprints, reproductions, copies, deliveries performed by Loucks or outside delivery services, and fees paid for securing approval by authorities having jurisdiction over the Project.

4.3. The plat check fee and the cost of the plat mylars are reimbursable expenses to be paid by the CLIENT.

5.0 OPINION OF PROBABLE CONSTRUCTION COSTS

5.1. If contained in the Scope of Services or if requested as an additional service, Loucks shall submit to the CLIENT an opinion of the probable cost required to construct work recommended, designed, or specified by Loucks. Loucks is not a construction cost estimator or construction contractor, nor should Loucks rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service that a construction cost estimator or construction contractor would provide. Loucks opinion will be based solely upon his or her own experience with construction. This requires Loucks to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professions engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the CONTRACTOR will employ; CONTRACTOR's techniques in determining prices and market conditions at the time, and other factors over which Loucks has no control. Given the assumptions that must be made, Loucks cannot guarantee the accuracy of his or her opinions of cost, and – in recognition of that fact – the CLIENT waives any claim against Loucks relative to the accuracy of Loucks opinion of probable construction cost.

6.0 CONSTRUCTION MANAGEMENT, OBSERVATION AND TESTING

6.1. Loucks shall render Construction Document interpretations necessary for the proper execution or progress of those portions of the Work designed by Loucks with reasonable promptness.

6.2. Loucks will provide periodic observation of grading, utility and street construction activities as specified in under the SCOPE OF SERVICES.

6.3. Loucks will verify field measured quantities for payment to the construction contractor as specified under the SCOPE OF SERVICES.

7.0 SHOP DRAWING REVIEW

7.1. Loucks shall timely review and take appropriate action upon the construction contractor's submittals of Shop Drawings, Products Data and Samples. Such action shall be taken with reasonable promptness to insure job progress. Loucks review of a specific item shall not pass design responsibility for that item to Loucks when the design aspects are the responsibility of other designers. Instead this review would be to verity conformance of that specific item as a component within an entire assembly.

8.0 CONSTRUCTION STAKING

8.1. Loucks shall be notified at least two (2) working days prior to the time that the construction stakes are required. No additional compensation shall be allowed for any claims of crews being held up because of lack of line and grade stakes. If Loucks survey crew arrives at the site to perform construction staking at a specified date and time as requested, but the scheduled work cannot be performed due to circumstances beyond Loucks control, the waiting and/or travel time will be considered additional services.

8.2. After any part of the staking has been completed, the CLIENT and/or contractor shall be responsible for the proper execution of the work such lines and grades and all stakes or other marks given shall be protected and preserved until the work is completed and checked. Restaking shall be considered as an additional service, less it is to correct an error in the original staking.

8.3. The CLIENT and/or contractor shall assist Loucks in staking utility lines by exposing potentially conflicting utility lines for determination of line elevation and location.

8.4. If Loucks is not retained to perform construction observation, the client or his representative shall review the construction staking and/or cut sheets for general conformity to the plans and immediately report any obvious discrepancies to Loucks. If work is performed after knowing a possible staking error exists, it will be at the sole responsibility of the CLIENT or Contractor.

8.5. The cost of resetting lost irons will be invoiced to the CLIENT at Loucks' standard hourly rates.

8.6. Loucks shall be held harmless by the CLIENT for any losses resulting from houses that are staked by other surveyors prior to installation of lot corners.

9.0 JOB SAFETY

9.1. Insofar as job site safety is concerned, Loucks is responsible for his or her own and his or her employee's activities on the jobsite, but this shall not be construed to relieve the CLIENT or any construction contractors from their responsibilities for maintaining a safe job site. Neither the professional activities of Loucks nor the presence of Loucks or his or her employees and subcontractors, shall be construed to imply Loucks has any responsibility for methods of work performance, superintendent, sequencing of construction, or safety in, on or about the job site. The CLIENT agrees that the Construction Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's agreement with the Construction Contractor. The CLIENT also warrants that Loucks shall be made an additional insured under the Construction Contractor's general liability insurance policy.

10.0 RECORD DRAWINGS

10.1. Upon completion of the work, Loucks shall compile for and deliver to the CLIENT, a complete set of record documents using information furnished to Loucks by the construction contractor and as measured by the field representatives. This set of documents shall consist of the original plan sheets altered by striking our original elevation or distance and writing the record information.

10.2. In that the record drawings are based partially on information provided by others, Loucks cannot and does not warrant their accuracy beyond that which Loucks is directly responsible.

10.3. A reproducible set of the record drawings will be provided for the City's use and the originals retained in Loucks files for future use.

11.0 STANDARD OF PRACTICE

11.1. Services performed by Loucks under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report opinion, document or otherwise.

12.0 TERMINATION OF AGREEMENT AND/OR SUSPENSION OF WORK

12.1. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

12.2. This Agreement may be terminated by the CLIENT upon at least seven days written notice to Loucks in the event that the project is permanently abandoned.

12.3. The CLIENT may instruct Loucks to temporarily stop work on the project by giving written notice.

12.4. The CLIENT shall pay all costs associated with the suspension or termination of work, including demobilization, modifying schedules, reassigning personnel, etc.

13.0 MISCELLANEOUS PROVISIONS

13.1. This Agreement shall be governed by Minnesota Law.

13.2. The CLIENT and Loucks waive all rights against each other and against Loucks, agents and employees of the other for damages during construction covered by any property insurance. The CLIENT and Loucks each shall require appropriate similar waivers from their contractors, consultants and agents. Where any property insurance policy requires an endorsement to permit waiver of subrogation, the CLIENT shall obtain such endorsement.

13.3. Loucks shall remain the owners of all plans, designs and papers related to the above referenced project. In the event of any nonpayment of invoices, Loucks shall be under no obligation to deliver any such plans, designs or other papers to you, and shall have no liability to you for its retention of such plans unless full and prompt payment is made.

14.0 INDEMNIFICATION

14.1. The CLIENT shall indemnify and hold harmless Loucks, from claims resulting from the performance of the work; provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (even to Work itself) including loss of use or resulting therefrom, and (b) is caused in whole

or in part by a negligent act or omission of the CLIENT, anyone directly or indirectly employed by him, or anyone for whose acts he may be liable. Such obligation shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

14.2. Loucks shall indemnify and hold harmless Client, from claims resulting from the Work performed provided that any such claim, damage, loss or expense is caused in whole or in part by a negligent act or omission of Loucks.

15.0 ASSIGNMENT

15.1. The CLIENT and Loucks, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the CLIENT nor Loucks shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

16.0 EXTENT OF AGREEMENT

16.1. This Agreement comprises a final and complete repository of understanding between the CLIENT and Loucks. It supersedes all prior or contemporaneous communications representations or agreements whether oral or written, relating to the subject matter of this agreement. Each party has advised the other to read this document thoroughly before accepting it, to help assure it accurately conveys meaning and intents. Acceptance of this agreement as provided for below signifies that each party has read the documents thoroughly and has had any questions or concerns completely explained by independent counsel and is satisfied. The CLIENT and CONSULTANT agree that modifications to this Agreement shall not be binding unless made in writing and signed by an authorized representative of each party.

16.2. Any notice given hereunder shall be deemed served when hand-delivered in writing to an officer or other duly appointed representative of the party to whom the notice is directed, or if sent be registered or certified mail to the business address identified at the end of this agreement.

17.0 AFFIRMATIVE ACTION

17.1. Loucks certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363.074.

HOURLY RATE FEE SCHEDULE

Effective January 1, 2026

Services performed on an hourly basis will be invoiced based on actual hours worked in accordance with the following itemized staffing descriptions. Reimbursable external expenses including, but not limited to, sub-consultants, duplication, messenger service, travel, postage and expendable field supplies will be billed to the client at the actual rate, plus 10%.

DISCIPLINE	JOB CLASSIFICATION	HOURLY RATE
Landscape Architecture	Principal Landscape Architect	254
	Associate Landscape Architect	230
	Senior Landscape Architect	223
	Landscape Architect	191
	Landscape Designer	167
Engineering	Principal Engineer	278
	Associate Engineer	250
	Senior Project Engineer	238
	Project Engineer | Manager	222
	Engineer In Training (EIT)	192
	Senior Engineering Technician	180
	Engineering Technician	148
	Senior Construction Representative	204
	Construction Representative	175
Surveying	Principal Surveyor	267
	Associate Surveyor	241
	Project Surveyor	206
	Land Surveyor in Training	175
	Construction Survey Specialist	185
	Senior Survey Technician	182
	Survey Technician	146
	Survey Crew Chief	181
	Survey Field Technician	138
	Two Person Survey Crew*	319
	One Person Survey Crew*	225
Scanning	3D Imaging Crew Chief with Scanner	345
	3D Imaging Technician	197
Graphics	Graphic Designer	191
Administration	Administration Assistance (Clerical)	135
	*For Projects Requiring Certified Health & Safety Training Add Per Employee	79
Reimbursable Expenses	Mileage	$0.80 per mile

Professional Services Agreement

MSA Project Number: 12021007

This AGREEMENT (Agreement) is made effective March 24, 2026 by and between

MSA PROFESSIONAL SERVICES, INC (MSA)
Address: 1230 South Boulevard, Baraboo, WI 53913
Phone: (608) 355-8913
Representative: Raine Gardner, PE Email: rgardner@psa-ps.com

CITY OF DAYTON (OWNER)
Address: 13700 Zanzibar Lane N, Dayton, MN 55327
Phone: 763-427-3224
Representative: Martin Farrell Email: mfarrell@dayton.gov

Project Name: Elsie Stephens Phase A – Amphitheater Improvements

The scope of the work authorized is: See Attachment A: Scope of Services

The schedule to perform the work is: Approximate Start Date: March 2026
Approximate Completion Date: November 2026

The lump sum fee for the work is: $37,300.00

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis.

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

CITY OF DAYTON

Martin Farrell
Public Works Director
Date:

MSA PROFESSIONAL SERVICES, INC.

Marcus Rue, PE
Team Leader
Date: 3/6/2026

Raine Gardner, PE
Operations Leader
Date: 3/6/2026

1. **Scope and Fee.** The scope of Owner's Project (the "Project"), scope of MSA's services (the "Work"), for those services are defined in Attachment A. The scope and fee constitute a good faith estimate of the tasks and associated fees required to perform the services defined in Attachment A. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service or involve renovation of an existing building or structure, activities often cannot be fully defined during initial planning. As the Project progresses, facts uncovered may reveal a change in direction which may alter the Work. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. **Owner's Responsibilities**.

(a) Project Scope and Budget

The OWNER shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the cost of the Work. The Project budget shall include contingencies for design, development, and, when required by the scope of the Project, construction of the Project. The OWNER shall not significantly increase or decrease the overall Project scope or schedule, the portion of the budget allocated for the cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of MSA to a corresponding change in the Project scope, quality, schedule, and compensation of MSA.

(b) Designated Owner Representative

The OWNER shall identify a Designated Representative who shall be authorized to act on behalf of the OWNER with respect to the Project. OWNER's Designated Representative shall render related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of MSA's services. MSA shall not be liable for any error or omission made by OWNER, OWNER's Designated Representative, or OWNER's consultant.

(c) Tests, Inspections, and Reports

When required by the scope of the Project, the OWNER shall furnish tests, inspections, and reports required by law or the Contract Documents, such as planning studies; preliminary designs; structural, mechanical, or chemical tests; tests for air, water, or soil pollution; and tests for hazardous materials.

(d) Additional Consultants

MSA's consultants shall be identified in Attachment A. The OWNER shall furnish the services of other consultants other than those designated in Attachment A, including such legal, financial, accounting, and insurance counseling services as may be required for the Project.

(e) OWNER Provided Services and Information

MSA shall be entitled to rely on the accuracy and completeness of services and information furnished by the OWNER, Designated OWNER Representative, or Consultant. MSA shall use reasonable efforts to provide prompt written notice to the OWNER if MSA becomes aware of any errors, omissions, or inconsistencies in such services or information.

3. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Balances due past thirty (30) days shall be subject to an interest charge at a rate of 18% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

4. **Costs and Schedules.** Costs (including MSA's fees and reimbursable expenses) and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, pandemics, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

5. **Access to Site.** Owner shall furnish right-of-entry on the Project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of

services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

6. **Location of Utilities.** Owner shall supply MSA with the location of all pre-existent utilities and MSA has the right to reasonably rely on all Owner supplied information. In those instances where the scope of services require MSA to locate any buried utilities, MSA shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend MSA in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to MSA by others.

7. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other recommendations made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not warrant or represent that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

8. **Construction.** When applicable to the scope of the Project, the OWNER shall contract with a licensed and qualified Contractor for implementation of construction work utilizing a construction contract based on an EJCDC construction contract and general conditions appropriate for the scope of the Project and for the delivery method. In the construction contract, the OWNER shall use reasonable commercial efforts to require the Contractor to (1) obtain Commercial General Liability Insurance with contractual liability coverage insuring the obligation of the Contractor, and name the OWNER, MSA and its employees and consultants as additionally insureds of that policy; (2) indemnify and hold harmless the OWNER, MSA and its employees and consultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorney's fees and economic or consequential damages arising in whole or in part out of the negligent act or omission of the contractor, and Subcontractor or anyone directly or indirectly employed by any of them. This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work, the same being the sole and exclusive responsibility of the contractors or subcontractors.

9. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, which is known as the "standard of care". The standard of care is defined as that level of skill and care ordinarily exercised by members of the same profession practicing at the same point in time and in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

10. **Municipal Advisor**. MSA Professional Services, Inc. is not acting as a 'Municipal Advisor' to the owner pursuant to Section 15B of the Exchange Act. For financial advice related to the corresponding project, the client is encouraged to discuss their finances with internal and/or external advisors and experts before making decisions incurring debt and/or supporting those obligations. MSA desires to serve each client well by providing the best information publicly available and is providing information as part of its engineering responsibilities to inform client options. The information is not intended to provide financial advice or recommendations and is not bound by the formal Municipal Advisor fiduciary duty.

11. **Conduct Expectations.** Owner and MSA understand their respective obligations to provide a safe, respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age, or protected class status) will not be tolerated and will be addressed timely and in compliance with anti-harassment laws.

12. **Electronic Documents and Transmittals**. Owner and MSA agree to transmit and accept project related correspondence, documents, text, data, drawings and the like in digital format in accordance with MSA's Electronic Data Transmittal policy. Each party is responsible for its own cybersecurity, and both parties waive the right to pursue liability against the other for any damages that occur as a direct result of electronic data sharing.

13. **Building Information Modelling (BIM).** For any projects, and not limited to building projects, utilizing BIM, OWNER and MSA shall agree on the appropriate level of modelling required by the project, as well as the degree to which the BIM files may be made available to any party using the Electronic Document Transmittal provisions of section 12 of this Agreement.

14. **Construction Site Visits.** If the scope of services includes services during the Construction Phase, MSA shall make visits to the site as specified in Attachment A– Scope of Services. MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

15. **Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

16. **Betterment.** If, due to MSA's error, any required or necessary item or component of the Project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

17. **Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in identifying, generating, treating, storing, or disposing of hazardous substances or materials which may be present at the Project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the Project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

18. **Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional

insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

19. **Reuse of Documents.** Reuse of any documents and/or services pertaining to this Project by the OWNER or extensions of this Project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

20. **Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

21**. Accrual of Claims**. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if MSA's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to MSA.

22. **Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters thru mediation with a mutually agreed upon mediator. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in the court having jurisdiction as specified in this Agreement.

23. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** MSA shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this contract.

24. **Limitation of Liability.** Neither MSA, its Consultants (if any), nor their employees shall be jointly, severally, or individually liable to the OWNER in excess of the amount of the insurance proceeds available.

25. **Successors and Assigns**. The successors, executors, administrators, and legal representatives of Owner and MSA are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, which shall not be unreasonable withheld, except to the extent that any assignment, subletting, or transfer is mandated by law.

26. **Notices**. Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

27. **Survival.** Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

28. **Severability**. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and MSA.

29. **No Waiver**. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

30. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

31. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be Sauk County, Wisconsin.

32. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

PROJECT DESCRIPTION

The City of Dayton is looking to implement aspects of the Elsie Stephens Master Plan that was completed in 2025. The intent of the first project is to further develop the existing amphitheater area along the Mississippi River by adding a pre-fabricated stage cover, expanding the area in front of the existing stage for a dance floor, and providing an accessible route.

MSA proposes to provide site/civil engineering, floodplain modeling and review, electrical engineering, landscape architecture, site amenity design, and bidding services as follows. Construction administration and observation services may be added as an additional service at a later date.

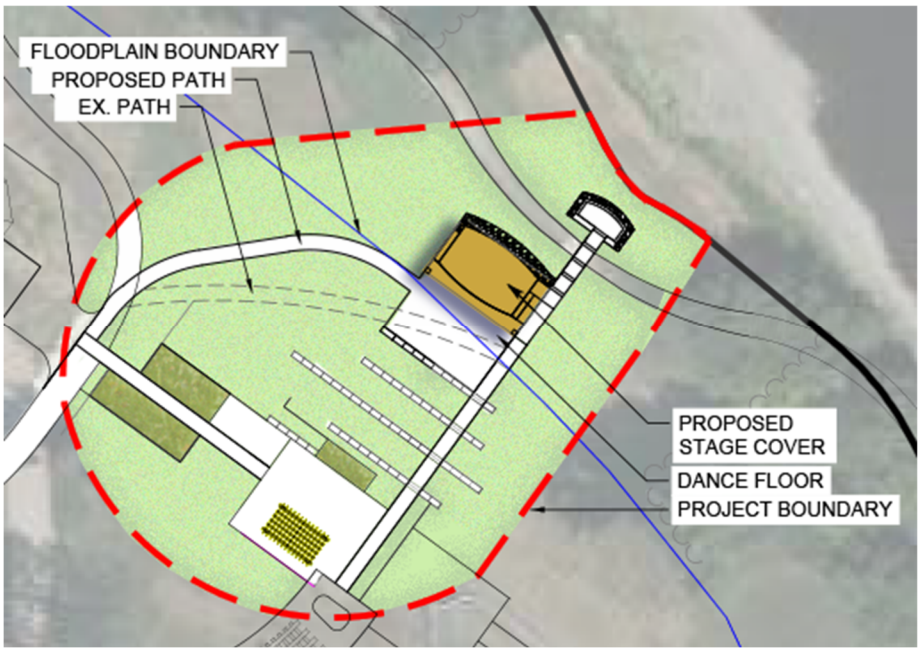
The shelter shall be direct-purchased by the owner for a contractor to install, with the code compliant basis of design for the stage cover being a custom wave shelter by Poligon. Design of shelter and associated footings shall be coordinated by the City.

The proposed scope of electrical services consists of re-use of the existing electrical service and a new 60amp 240/120V 1-phase underground feeder will be extended from the point of service to new load center located at the back of the proposed stage. The existing pedestal will remain and an additional weather-rated power pedestal will be located. Locations for up to four (4) 120v duplex receptacles at the stage columns as well as seven (7) above the stage will be coordinated with the shelter vendor. Electrical scope will also provide general lighting with a dimmer to the proposed shelter ceiling.

The existing stage area is in a mapped floodplain and will require modeling and permitting. A floodplain review will need to be considered and updated for the additions located within the floodplain.

The conceptual construction cost estimate for the proposed work is $425,000.

The following proposed concept shows our understanding of the project extents:



PROJECT APPROACH

PHASE 1 – SURVEY WORK

TASK 1.1 – PROJECT BASEMAP & SITE INFORMATION

Topographic survey information will be collected for the project area in order to prepare the necessary basemap and materials for design, engineering, and permitting. Survey captured will be supplemented into the existing site information the City has provided. We will utilize this information to evaluate existing site conditions for planned improvements. The design development will consider site access, ADA compliance, floodplain regulations, and stormwater management.

MSA will solicit geotechnical firm quotes for soil borings and associated report information to support the project design for the project site. The City will then enter into a direct contract with the selected firm to complete the work.

DELIVERABLES

- Basemap (PDF)

PHASE 2 – CONSTRUCTION DOCUMENTS

Upon compiling base map and site information, MSA will develop the site plan to show stage cover size and layout, dance floor sizing, revised path alignment, and other improvements that may be associated such as steps, retaining walls necessary for the amphitheater. MSA will meet with City Staff to discuss overall site design. (Meeting #1) The City will coordinate and procure with their selected shelter vendor (assumed to be Polygon) on the overall design of the shelter and foundations. Structural and footing design shall be provided by the shelter vendor. MSA will coordinate with the City on the shelter and provide supplemental site and electrical information for the shelter design.

It is assumed the existing electrical service will be used and MSA will design the extension from the service to the shelter. MSA will design general shelter ceiling lighting, duplex receptacles in ceiling (7) and columns (4), and provide an additional weather rated power ped. It is assumed the existing electrical ped to remain.

This task will also include the development of initial cost estimates. MSA will provide final design, coordination and engineering necessary for construction document preparation to complete the construction drawings and specifications as suitable to secure competitive construction bids. We will finalize and submit the Construction Drawings and written Project Specifications that will be used to bid and construct the improvements. The construction drawings will include:

- Title Sheet
- Site Removals Plan and Details
- Site Layout Plan
- Site Grading Plan and Details
- Erosion Control Plan and Details
- Electrical Plan and Details
- Landscaping Plan, Schedules, and Details
- Site Amenity Plans and Details

We will also refine the detailed estimate of probable construction cost and provide check sets at the benchmarks listed below. Electrical design is based on readily available catalog equipment. Custom designed pedestals can be provided upon request. Construction documentation will receive thorough internal QA/QC review at each stage.

TASK 2.1 – 60% CONSTRUCTION DRAWINGS & SPECIFICATIONS

MSA will provide plans for review and an outline of specifications and information needed to complete the project manual.

TASK 2.1.1 – PERMITTING

MODELING

A floodplain review will need to be considered and updated for the additions located within the floodplain. MSA will begin this process to consider updates. It is assumed that an existing Mississippi River floodplain model will be utilized by MSA to use as a basis for this work. If additional modeling is required, MSA will need to consider building out the model, which will require a change in our scope and fee. Modeling will evaluate whether a "no-rise" condition can be met. It is assumed that a "no-rise" certification is achievable.

AGENCY COORDINATION

MSA will coordinate with the Elm Creek Watershed, MPCA, and other applicable agencies for submittal of permit documents as per the listed assumed permits.

PREPARATION AND SUBMITTAL OF PERMIT DOCUMENTS

The assumed required permits for these projects include: MPCA SWPPP Submittal, City Land Disturbance/Building Permit, ECWMD Plan Review, USACE No-Rise Floodplain Certification.

TASK 2.2 – 90% CONSTRUCTION DRAWINGS & SPECIFICATIONS (

Provide substantially complete plans for final review and coordination. At the 90% stage, we will meet with the City and stakeholders to review construction documents, project manual/specifications to receive input, decisions, and guidance. (Meeting #2) MSA will present the project to the City Council. (Meeting #3)

TASK 2.3 – 100% CONSTRUCTION DRAWINGS & SPECIFICATIONS

Final comments will be collected from the 90% presentation meeting and then the plans will be revised. Refine the detailed estimate of probable construction cost. Final construction documentation will receive thorough internal QA/QC. Provide final drawings and Project Manual/Specifications necessary to secure competitive bids to the City for final approval to go out for bidding.

MEETINGS & DELIVERABLES

- Meeting #1 - Initial Site Review (virtual)
- 60% Drawings & Specifications (PDF)
- Preparation of Applicable Permit Applications Documents
- Submittal of permit documents
- Meeting #2 – Staff Review Meeting (in-person)
- 90% Drawings & Specifications (PDF)
- Meeting #3 – City Council Presentation (in-person)
- 100% Drawings & Specifications (PDF)
- Updated preliminary cost estimate(s) (PDF)

PHASE 3 – BIDDING AND CONTRACTING

TASK 3.1 – FINAL BID PACKAGE

Assist the City of Dayton with the advertisement of project and coordinate the bid letting.

TASK 3.2 – ADDENDA

During the bidding process, we will answer bidder questions. We will Issue written Bid Addenda, when appropriate, to all bidders regarding changes to or clarifications of the Construction Documents.

TASK 3.3 – BID OPENING (Meeting #4 – Virtual)

Review the bids, tabulate the results, and issue an Award Recommendation Memo to the City regarding the contract award.

TASK 3.4 – CONTRACT PREPARATION

MSA will prepare the Notice of Award and Notice to Proceed, as well as the Owner/Contractor agreement for processing.

MEETINGS & DELIVERABLES

- Advertisement for bid (Word Doc)
- Addenda as necessary (PDF)
- Meeting #4 - Bid Opening
- Award Recommendation (PDF)

PROJECT SCHEDULE

MSA is ready to begin work immediately upon authorization. The following is our proposed approximate project schedule assuming a notice to proceed of April 6, 2026. Delay in notice to proceed will delay the schedule shown below accordingly:

Task Description	Proposed Timeframe
Survey	April 2026
Construction Documents	April-May 2026
Permitting	April-July 2026
Bidding	July 2026 (tentative)
Award Project	August 2026 (tentative)
Pre-Construction Conference**	September 2026 (tentative)
Construction (Administration/Observation**)	September 2026 – May 2027 (tentative)

*Dates based on scheduled commission/council meetings
**Additional services to be added at a later date

ITEMS TO BE COMPLETED BY THE CITY

1. Pay for all permit and/or state review fees*
2. Pay for geotechnical borings and report
3. Pay for plan reproductions costs*
4. Pay for the legal notice publication of the Advertisement for Bids*
5. Procure and provide Custom Wave Shelter.

*These will be invoiced as a reimbursable, unless directly paid by the Owner.

SERVICES NOT INCLUDED:

The basic services of this proposal do not include providing the following services. If needed these services can be provided by the Owner, an Owner's subconsultant or they may possibly be provided by additional Engineering services if specifically requested and authorized by the Owner.

1. Electrical services not included: New electrical service, performance lighting for stage, power pedestals/raceways for vending/cooking/sound booth, provisions for sound/cameras/security, provisions for internet service provider or WIFI or blue tooth conductivity, multiple lighting fixture evaluation/selection, site lighting, coordination with electric utility, provisions for solar or alternative power source, and specialty equipment coatings, coverings for electrical equipment. Custom-designed pedestals can be provided upon request.
2. Grant writing Services
3. Additional Master Plan concepts or additional concepts for other phases
4. Additional site concepts beyond those identified above
5. Archeological Study/Wetland Delineation
6. Geotechnical services
7. Environmental services
8. Attend other meetings not identified above.
9. Additional 3D rendering models or site plan rendering
10. Multiple Bid Packages for Bidding
11. Construction Observation / Administration Services
12. Construction Staking

ITEM:

Consideration of Termination of Employee

PREPARED BY:

Zach Doud, City Administrator

POLICY DECISION / ACTION TO BE CONSIDERED:

Consideration of Termination of Employee

BACKGROUND:

Employee cannot meet performance expectations for the job.

CRITICAL ISSUES:

None.

RECOMMENDATION:

Approval of Termination of Employee

ATTACHMENT(S):

None