

AGENDA
CITY OF DAYTON, MINNESOTA
12260 S. Diamond Lake Road, Dayton, MN 55327
Tuesday, May 12, 2026

**WORKSESSION FIRE DEPARTMENT RESPONSE LETTER TO MAPLE GROVE AND ROGERS-
5:45P.M.**

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**
- Closed Session Recap**
- 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 April 28, 2026
- B. Approval of Council Worksession Meeting Minutes of April 28, 2026
- C. Approval of Resolution 20-2026; community grant
- D. Approval of Temp Liquor St. Johns the Baptist
- E. Approval of Gambling St. Johns the Baptist
- F. Approve Pay Request 3 for the 113th Avenue Trunk Sewer Extension Project
- G. Approve Change Order 2 for the Dayton HMPG Generators Project
- H. Approve Pay Request 7 (Final) for the Dayton HMPG Generators Project
- 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**
- I. Park Commission; Launch Park Passport Program
- J. Quarterly Report
- Action Items**
- K. Revisit Appointment to the Water Shed
- L. Approval of Payment of Claims for May 12, 2026
- M. Approval of Legacy Woods Development Agreement
- N. Award Construction Contract for the River Hills Forcemain Abandonment
- 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.

I have to give this summary as required by Minnesota Statutes Section 13.05, subd. 3(a). The City Council met in a closed meeting on April 28, 2026, for the purpose of conducting a performance evaluation of City Administrator, Zach Doud. The overall conclusion was that Zach has done a good job this past year, and we appreciate his tireless dedication and hard work. During the evaluation discussion, the Council directed Zach to identify some professional goals that he will work on in the coming 12 months, and we will revisit those goals as part of his next performance evaluation.

CALL TO ORDER

Fisher called the regular meeting of the Dayton City Council to order at 6:30 PM on Tuesday, April 28, 2026.

PRESENT: Dennis Fisher, David Fashant, Stephanie Henderson, Scott Salonek, and Sara Van Asten

ABSENT:

ALSO PRESENT: City Administrator/Finance Director, Zach Doud; Community Development Director, Jon Sevald; Public Works Superintendent, Marty Farrell; Assistant Fire Chief, Kevin Astrup; Police Chief, Paul Enga; Assistant City Administrator/City Clerk, Amy Benting; City Engineer, Jason Quisberg; City Attorney, Cynthia Kirchoff

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Motion to approve the agenda was made by Van Asten and seconded by Henderson. The motion carried 5-0.

CLOSED SESSION RECAPS

Fisher provided the required summary pursuant to Minnesota Statute Section 13D.05, Subdivision 3(c)(3). Two closed sessions were held on April 14, 2026. The first was for the purpose of discussing a potential purchase of property at PID 32-120-22-23-0004, with the overall conclusion to continue negotiations. The second was to develop or consider offers for the purchase or sale of real or personal property at PID 31-120-22-30-0004, with the conclusion also to continue negotiations. Doud noted that council member Fashant had been inadvertently omitted from the attendance list for one of the sessions.

Badge Pinning for 3 Firefighters

Acting on behalf of Chief Hendrickson, Assistant Chief Astrup administered the oath of office and pinned three probationary firefighters — Chris Comer, Mary Hoppe, and JT Bernens — to the rank of full firefighter. Astrup noted the three had collectively logged between 600 and 800 hours of training over approximately 18 months, covering Fire I & II, Hazmat, EMT, and FAO certifications.

CONSENT AGENDA

- A. Approval of Council Meeting Minutes of April 14, 2026
- B. Approval of Council Meeting Worksession Minutes of April 14, 2026
- C. Approval of Hiring 6 Part-Time Duty Crew Firefighters
- D. Approval of Resolution 17-2026; Accepting Donation from MTL
- E. Approval of Resolution 18-2026; Accepting Donation from Curbside Waste
- F. Approval of Resolution 19-2026; Final Plat of Dayton Difference
- G. Approval of Dust Control

Henderson requested brief discussion on Item C regarding the six part-time duty crew firefighters credentials. Astrup noted that credentials had been received for four of the six, with two still pending. Doud confirmed that conditional offers would be revoked for any individual whose credentials could not be verified. Doud added that five of the six do not currently hold FAO certification and will be required to obtain it within their probationary period; failure to do so will result in termination, and the council will be informed. Astrup answered FAO training costs approximately \$550 per person but is reimbursable through the MBFTE state grant program. Salonek

questioned that the part-time firefighters possess the qualifications necessary to respond to active incidents and Astrup confirmed.

Motion to approve the Consent Agenda was made by Fashant and seconded by Van Asten. The motion carried 5-0.

OPEN FORUM

Liz Tott of 14494 Empire Lane North raised safety concerns regarding children operating electric bikes at high speeds on sidewalks and streets in the Cypress Cove neighborhood, including a near-miss involving her grandson. Tott requested the city consider age guidelines, helmet enforcement, and increased police patrols.

Stephanie Carroll of 13145 Granstrom Circle raised concerns about a Dayton council member speaking at the Champlin City Council meeting, questioning whether that appearance was in an official capacity. Carroll also raised questions about the potential conflict of interest of an individual serving in leadership roles in both Dayton and Champlin and expressed concern about a max levy for electric billboard signage discussed at a recent EDA meeting.

In response to the recurring open forum questions, Fisher and Doud outlined the process: open forum items will be included in the city administrator's weekly update, and if a consensus of at least three council members provides direction, a formal response will be delivered at the following council meeting for every item.

Jennifer Zech of 13430 Pineview Court North further pressed for clarification on whether council member Salonek was speaking in an official capacity at the Champlin meeting. Zech formally requested that the city attorney issue a written opinion on whether the dual roles of Huttner serving on both the Champlin City Council and the Dayton EDA constitute a conflict of interest.

Alyssa Senescall of 11980 Fernbrook Lane followed up on unanswered questions from the prior meeting regarding the budget, leasing terms, and long-term costs of flock cameras.

STAFF, CONSULTANT AND COUNCIL UPDATES

Doud announced he will be out for the remainder of the week at a conference; Assistant City Administrator Benting will serve as acting administrator.

Benting reminded candidate filing for the upcoming election opens May 19 and closes June 2. Open seats include the mayor and two council member seats.

Farrell reported multiple updates.

Astrup stated a training burn is scheduled for Saturday, May 2, at the Dayton River Road and Lawndale property beginning around 8:00 AM. Astrup added Engine 21 underwent repairs and associated costs will appear on the May 12 meeting. A Dayton Elementary first-grade student placed second in the state in the Minnesota State Fire Chiefs Association fire prevention poster contest out of 116 entries.

Enga specified officers conducted joint building-clearing training with neighboring agencies. Enga added increased traffic enforcement is being conducted when staffing allows, and DWI arrests have increased over the past month.

Salonek commended Public Works for completing crack sealing of South Diamond Lake Road ahead of schedule.

Henderson requested a report going back to 2020 detailing expenditures on employee events, department lunches, and council food at work sessions, for purposes of budget transparency. Henderson also reminded residents of Dayton Cleanup Days on Saturday and the upcoming citywide garage sale in June.

COUNCIL BUSINESS

New Business

H. Concept Plan – Oppidan

Sevald presented a concept plan from Oppidan for a 172,000-square-foot industrial building on a vacant property off 121st Avenue, east of the Dayton Mobile Home Park. Sevald clarified that a concept plan requires no formal approval or denial — each council member's individual opinion was solicited. Sevald noted the project would require a comprehensive plan amendment, zoning map amendment from mobile home district to industrial, preliminary and final plan, and site plan review. Doud confirmed the zoning is mobile home district and would need to be rezoned and directed land use.

Council members were divided of highest and best use for the property given all the industrial area surrounding the residential area. Van Asten expressed a preference for retaining the mobile home designation, citing the need for affordable housing and the lower barriers to development at this location relative to other parts of the city. Henderson echoed similar concerns, noting the city's obligation under the 2050 comprehensive plan to plan for 487 affordable units — 154 of which must be at or below 30% of area median income — and questioning where else in Dayton such housing could realistically occur. Fashant noted the inherent difficulty of the situation given that the property is surrounded on three sides by industrial land, and that the prior owner had found mobile home expansion economically infeasible due to wetland mitigation costs and tree removal fees. Fisher observed that while the highest and best use in economic terms may be industrial, placing a building of this scale adjacent to a residential area is problematic regardless.

The applicants, Ryan Durand and Jay Moore, presented the evolution of the site plan through three iterations, each intended to reduce impact on adjacent residents. The current plan includes a 10-foot landscaped berm with evergreen trees along the western property line, a sound-mitigating fence up to 12 feet tall, a 120-foot setback from the building to the nearest residence (versus a 30-foot code minimum), and parking lot lighting designed so that no light is visible from the west per a completed photometric study. Applicants committed to eliminating the proposed future trailer parking stalls from the plan, preserving additional natural vegetation as a buffer. Leasing representative, John Rausch, described the intended use as "office warehouse" or flex industrial — a daytime, 9-to-5 operation with quality tenants, explicitly not a 24/7 distribution use like the adjacent MTL facility.

Council members discussed whether a conditional use permit structure or business park zoning could provide tools to limit hours of operation. Sevald added there is a possible Business Park zoning that the property could be changed to. Doud reviewed the city's zoning code and concluded that under current industrial district provisions, no CUP mechanism exists that would allow restriction of hours of operation for a building of this size (172,000 square feet, below the 300,000 square foot CUP threshold).

Alyssa Senescall of 11980 Fernbrook Lane questioned if the seller could project how many mobile homes would be able to go in the property with the wetland area. Sevald answered an additional 65 mobile home units from the 2021 proposed plan. Leasing representative, John Rausch, returned to say the trees, wetland, and fees make it not feasible for mobile homes.

Keith Grover of 11320 Fernbrook Lane lived in the mobile home park as a child, argued that rezoning to industrial would remove the city's ability to control future uses and hours of operation, and that the community had an obligation not to further degrade the quality of life of residents already surrounded by industrial activity. John Waldren of 209 York testified that the existing berm and fence installed by MTL to the south has not been effective in blocking light or noise and warned that construction alone would significantly impact the neighborhood.

A consensus leaned towards accepting the plan with adjustments while some opposition remained over housing opportunities the site may offer.

No formal action was taken.

COUNCIL BUSINESS

Action Items

I. Consideration of Personnel Policy Update

Doud presented updates to the personnel policy developed in consultation with the city's HR consultant. Van Asten identified a typographical issue on page 29 of the policy (packet page 64), noting that the extended leave without pay provision should read "the city council may grant" rather than implying a mandatory grant. Henderson expressed appreciation for the language revisions, particularly the removal of a reference tying the provision to a specific post-leave scenario and the addition of a clear approval process. Doud also noted a separate change on page 40 updating drug testing language from "and" to "and/or" to ensure both testing triggers are captured independently.

Motion to approve the personnel policy update was made by Van Asten and seconded by Fashant. The motion carried 5-0.

J. Consideration of Posting for Associate Planner, Planner, or Senior Planner and Part-Time HR Position

Doud clarified that "Senior Planner" should be removed from the agenda item title, as only two positions are being posted: an Associate Planner and a City Planner, with the intent of hiring only one. The dual posting strategy, modeled after Coon Rapids, allows the city to select the strongest candidate regardless of experience level. A part-time HR position is also being posted. Doud noted potential budget impact in 2027 depending on which planner position is filled and at what pay level. Henderson questioned the role of part-time HR. ABDO representative Brenna Ramy outlined the scope of the part-time HR role, including administering Minnesota Paid Leave, managing the hiring lifecycle, benefits administration, and workers' compensation filing. Ramy described ABDO's continued involvement as a fractional HR director to support the new hire through a crawl-walk-run transition. Doud clarified the end goal would be ABDO as consultant on an on-call hourly basis with HR in house.

Fashant raised the question of labor relations and grievance handling; which Ramy acknowledged would remain a shared responsibility, with ABDO maintaining flexibility to provide support as needed.

Van Asten noted that the workers' compensation experience requirement should be moved from the "required" section to "preferred" in the job posting and questioned whether the physical demands language and driver's license requirement were appropriate for the position. Ramy clarified that both provisions are standard given the city's use of paper filing systems and multiple facility locations.

Motion to approve posting for the Associate Planner, City Planner, and Part-Time HR positions was made by Henderson and seconded by Van Asten. The motion carried 5-0.

K. Approval of Payment of Claims for April 28, 2026

Salonek inquired about a \$3,107.73 charge for safety equipment, which Doud clarified was for outfitting one of the new police squads acquired through Enterprise, with a total budget of approximately \$50,000 per vehicle.

Salonek also questioned a \$68,000 dust control figure, which Doud clarified was a rejected bid from a second vendor and was not in the payment of claims. Doud stated approved dust control contract is with Quality Propane at \$1.35 per gallon for 15,500 gallons totaling \$20,925 for 5.5 miles of gravel roads which was previously approved in consent agenda.

Henderson sought clarification on multiple cell phone plan line items; Astrup explained that the fire department uses two cell phones and FirstNet for approximately 14 tablets and apparatus devices rather than T-Mobile, accounting for separate billing.

Fashant questioned the annual license for Knox Box; Astrup explained the e-key system that each firefighter has code and department code to enter with more accountability.

Motion to approve the Payment of Claims for April 28, 2026 was made by Van Asten and seconded by Fashant. The motion carried 5-0.

L. Adoption of 2026 Strategic Plan

Doud presented the changes made to the Strategic Plan from previous meetings.

Motion to adopt the 2026 Strategic Plan was made by Fashant and seconded by Van Asten. The motion carried 5-0.

M. Consideration of AT&T Lease Renewal for Water Tower

Doud presented AT&T's proposal to renew the water tower lease, which currently runs through 2038. AT&T is requesting a reduction in the annual lease amount from \$34,633.53 (2024 rate) to \$27,275.90, and a reduction in the annual escalator from 4% to 3%. Doud noted that comparable AT&T agreements with neighboring cities are generally larger than Dayton's current rate, and that AT&T's continued interest signals the tower's growing desirability.

Council members expressed no appetite for the proposed terms. Van Asten noted that AT&T is effectively asking to extend the lease while paying less and limiting future increases. Fashant observed that the city has no obligation to act, as the current contract runs until 2038, and that there is nothing in the proposal that benefits the city. Council consensus was to decline the proposed terms.

No formal vote was required; Doud indicated he would follow up with AT&T accordingly.

COUNCIL BUSINESS

Closed Session

N. Closed Session. Pursuant to MN Statute 13D.05, Subd 3(c)(3), a closed session shall be conducted to develop or consider offers or counteroffers for the purchase or sale of real or personal property PID: 31-120-22-33-0009.

Motion to enter closed session made by Fisher and seconded by Van Asten. The motion carried 5-0.

The council entered closed session. The council subsequently returned to open session.

O. The City Council is closing the meeting to the public pursuant to Minnesota Statutes Section 13D.05, subdivision 3(a), which allows a public meeting to be closed for the City Council to evaluate the performance of an individual with is subject to our authority. During this closed meeting, the Council will be evaluating the performance of City Administrator, Zach Doud. A summary of our conclusions regarding this evaluation will be given at our next open meeting.

Motion to enter closed session made by Fisher and seconded by Van Asten.

The motion carried 5-0.

The council entered closed session. The council subsequently returned to open session.

ADJOURNMENT

With no objections, Fisher adjourned the meeting at 11:05 PM.

Approved: _____

Attest: Amy Benting

CALL TO ORDER

Mayor Fisher called the work session meeting to order at 5:30 p.m.

PRESENT: Mayor Dennis Fisher, Stephanie Henderson, David Fashant, Sara Van Asten, and Scott Salonek

ABSENT:

ALSO PRESENT: Public Works Superintendent, Marty Farrell; Assistant Fire Chief Kevin Astrup; City Administrator/Finance Director, Zach Doud; Assistant City Administrator/City Clerk, Amy Benting; Community Development Director, Jon Sevald; Police Chief, Paul Enga; City Attorney, Cynthia Kirchoff (entered the final 15 minutes)

HUMAN RESOURCES WORKSESSION

Ramy stated the role of a personnel policy universally is here is the commitment the employer is making to the employee and expectations of the employee to retain employment. The policy cannot list out every scenario. Ramy added likely a single occurrence item would not be added to the policy unless multiple employees are doing the same item.

Council shared policy was consistent, but the procedure needs to be worked on. Many council members feel the procedure process is not known until termination is warranted versus being included that a process is occurring.

Ramy shared different examples with council for processes. Ramy added employee relations issues rarely follow a linear path unless it is a common instance. Ramy reminded that there is only so much that city staff can share about employees at meetings including state guidelines about employees, their employment, and disciplinary actions that is not public information.

Ramy asked council for clarity about a foundation for the possible new part-time HR position to be reviewed with the city attorney. Ramy recognized it is difficult to decide without all the information. Council suggested prior to meeting for termination, view employment record, a timeline for incident, and who was involved. Ramy reminded this is what the attorney is here for as there is a statute for employment records. Kirchoff recommended Doud could write a memo to the file for the record without needing to view the entire employment record. Ramy recommended written documentation is ideal for verbal warning.

Ramy closed with encouraging council to ask questions.

ADJOURNMENT

Fisher declared the meeting adjourned at 6:19 p.m.

Approved: _____

Attest: Amy Benting

ITEM:

Approval of Resolution 20-2026; Adopting and Implementing the 10 Performance Measures

PREPARED BY:

Zach Doud, City Administrator
Amy Benting, Assistant City Administrator

POLICY DECISION / ACTION TO BE CONSIDERED:

Approval of Res. 20-2026

BACKGROUND:

Councilmember Van Asten brought to the attention of Administrator Doud that there was a grant program available by the Office of the State Auditor (OSA) that would allow a City to receive grant funding for completing a performance measure survey. In addition to the grant funding, the survey then exempts the City from any levy limits that are passed by the State (there are not any currently).

City Staff reviewed this information and was able to get a sample resolution from the League of MN Cities to adopt the 10 performance measures that the City will review on an annual basis. For 2026, this is being completed through a phone survey being completed by the Morris Leatherman Company. In future years, if no phone survey is going to be completed, City Staff will put together a SurveyMonkey type survey that will be posted online for a period of time to receive feedback on the 10 performance measures.

CRITICAL ISSUES:

There are no outstanding issues.

RELATIONSHIP TO COUNCIL GOALS:

Foster a Safe and Welcoming Community

RECOMMENDATION:

Staff's recommendation is to adopt resolution 20-2026; adopting and implementing the 10 performance measures.

ATTACHMENT(S):

Resolution 20-2026

**CITY OF DAYTON
COUNTIES OF HENNEPIN AND WRIGHT
STATE OF MINNESOTA**

**RESOLUTION 20-2026
RESOLUTION ADOPTED AND IMPLEMENTED THE MINIMUM 10 PERFORMANCE
MEASURES**

WHEREAS, In 2010, the Minnesota Legislature created the Council on Local Results and Innovation; and

WHEREAS, The Council on Local Results and Innovation developed a standard set of performance measures that will aid residents, taxpayers, and state and local elected officials in determining the efficacy of counties in providing services and measure residents' opinion of those services; and

WHEREAS, Benefits to the City of Dayton are outlined in MS 6.91 and include eligibility for a reimbursement as set by State statute; and

WHEREAS, Any city/county participating in the comprehensive performance measurement program is also exempt from levy limits for taxes, if levy limits are in effect; and

WHEREAS, The City Council of the City of Dayton has adopted and implemented at least 10 of the performance measures, as developed by the Council on Local Results and Innovation, and a system to use this information to help plan, budget, manage and evaluate programs and processes for optimal future outcomes; and

NOW THEREFORE LET IT BE RESOLVED THAT, The City Council of Dayton will report the results of the performance measures to its citizenry by the end of the year through publication, direct mailing, posting on the city's website, or through a public hearing at which the budget and levy will be discussed and public input allowed.

BE IT FURTHER RESOLVED, The City Council of Dayton will submit to the Office of the State Auditor the actual results of the performance measures adopted by the city.

Adopted by the City Council of the City of Dayton on May 12, 2026.

Mayor – Dennis Fisher

Amy Benting, City Clerk

Motion by _____, Second by _____.
Resolution **Approved**

ITEM:

Approval of Temporary Liquor License for the Church of St. John the Baptist.

PREPARED BY:

Amy Benting, City Clerk

POLICY DECISION / ACTION TO BE CONSIDERED:

Approval of temporary liquor license

BACKGROUND:

This is a standard Council approval; the event is scheduled for August 2nd in the church parking lot 18380 Columbus St. Dayton MN 55327

CRITICAL ISSUES:

There are no outstanding issues.

RECOMMENDATION:

Approval of temporary liquor license

ATTACHMENT(S):

N/A

ITEM:

Approval of Gambling License for the Church of St. John the Baptist

PREPARED BY:

Amy Benting, City Clerk

POLICY DECISION / ACTION TO BE CONSIDERED:

Approval of Gambling License

BACKGROUND:

This is a standard Council approval, the gambling event is taking place August 2, 2026 in the church parking lot 18380 Columbus St, Dayton MN 55327

CRITICAL ISSUES:

There are no outstanding issues.

RECOMMENDATION:

Approval of gambling license

ATTACHMENT(S):

N/A

PRESENTER:

Jason Quisberg

ITEM:

113th Avenue Trunk Sewer Extension Project

PREPARED BY:

Jason Quisberg, Engineering
Nick Findley, Engineering

POLICY DECISION / ACTION TO BE CONSIDERED:

Approve Pay Request No. 3 for the 113th Avenue Trunk Sewer Extension Project

BACKGROUND:

Kirchoff Construction, Inc. has completed a portion of the sewer line installation and has requested payment for the work completed since the previous payment was made. Note: A 5% retainage is being held until the final completion of this project.

BUDGET IMPACT:

The work completed is within the previously approved budget for the project.

RECOMMENDATION:

We recommend payment for the work completed to date, in the amount of \$127,124.30.

ATTACHMENT(S):

Pay Estimate No. 3
113th Ave Trunk Sewer Extension Estimate No. 3 Tabulation

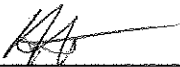
SECTION 00 62 76
APPLICATION FOR PAYMENT FORM

OWNER: City of Dayton
PROJECT: 113th Ave Trunk Sewer Extension
CONTRACTOR: Kirchoff Construction, Inc.

PAY ESTIMATE NO. 3

Original Contract Amount:	<u>\$ 285,595.85</u>
Contract Changes approved to Date (0):	<u>\$ -</u>
Revised Contract Price :	<u>\$ 285,595.85</u>
Work Completed to Date (attached):	<u>\$ 276,214.96</u>
Retainage to Date, 5%:	<u>\$ 13,810.75</u>
Work Completed to Date Less Retainage to Date:	<u>\$ 262,404.21</u>
Total Amount Previously Certified:	<u>\$ 135,279.91</u>
Payment Request This Estimate:	<u>\$ 127,124.30</u>

I declare under penalty of perjury that this account, claim, or demand is just and correct and that no part of it has been paid.



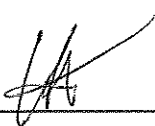
CONTRACTOR

Project No. 193807450

Application for Payment Form
00 62 76-1



CERTIFICATE OF CONTRACTOR

I hereby certify that the work and the materials supplied to date, as shown on the request for payment, represents the actual value of accomplishment under the terms of the contract dated 12/19/2025 between between the City of Dayton (OWNER) and Kirchoff Construction, Inc. (CONTRACTOR) and all authorized changes therto:



By Chris Kirchoff
Title President

Approval:

(CONTRACTOR)	 _____	Date	<u>5/5/2026</u>
STANTEC CONSULTING SERVICES, INC.	 _____	Date	<u>5/5/2026</u>
CITY OF DAYTON	_____	Date	_____

END OF SECTION

113TH AVE TRUNK SEWER EXTENSION
PAYMENT REQUEST FORM
QUANTITY TABULATION

NO.	ITEM DESCRIPTION	UNIT	BID QUANTITY	UNIT PRICE	TOTAL PRICE	COMPLETED TO DATE		LESS PREVIOUS PAYMENTS		PAY REQUEST #3 May-26	
						QTY	PRICE	QTY	PRICE	QTY	PRICE
BASE BID SCHEDULE A											
1	MOBILIZATION & DEMOBILIZATION	LUMP SUM	1	\$16,692.15	\$16,692.15	1	\$ 16,692.15	0.5	\$ 8,346.08	0.5	\$ 8,346.07
2	TRAFFIC CONTROL	LUMP SUM	1	\$648.13	\$648.13	1	\$ 648.13	1	\$ 648.13	0	\$ -
3	CLEARING AND GRUBBING	ACRE	1.6	\$7,140.66	\$11,425.06	1.8	\$ 12,853.19	1.8	\$ 12,853.19	0	\$ -
4	SALVAGE & RESPREAD EXISTING TOPSPOL (MIN. 1FT)	LUMP SUM	1	\$2,774.81	\$2,774.81	1	\$ 2,774.81	0	\$ -	1	\$ 2,774.81
5	SALVAGE & RESPREAD EXISTING WETLAND SOILS (AS REQUIRED BY PERMIT)	LUMP SUM	1	\$2,819.93	\$2,819.93	1	\$ 2,819.93	1	\$ 2,819.93	0	\$ -
6	COMMON EXCAVATION - OFFSITE (EV) (P)	CU YD	64	\$16.82	\$1,076.48	64	\$ 1,076.48	0	\$ -	64	\$ 1,076.48
7	IMPROVED PIPE FOUNDATION	LIN FT	1600	\$23.21	\$37,136.00	1560	\$ 36,207.60	698	\$ 16,200.58	862	\$ 20,007.02
8	CONNECT TO EXISTING SANITARY SEWER STRUCTURE	EACH	1	\$6,774.77	\$6,774.77	1	\$ 6,774.77	1	\$ 6,774.77	0	\$ -
9	4' DIA. SANITARY SEWER STRUCTURE	EACH	3	\$8,265.91	\$24,797.73	3	\$ 24,797.73	1	\$ 8,265.91	2	\$ 16,531.82
10	4' DIA. SANITARY STRUCTURE OVERDEPTH (>12' DEPTH)	LIN FT	20	\$513.57	\$10,271.40	20	\$ 10,271.40	7.04	\$ 3,615.53	12.96	\$ 6,655.87
11	6" PVC SANITARY SERVICE PIPE, SCH. 40	LIN FT	35	\$54.37	\$1,902.95	35	\$ 1,902.95	0	\$ -	35	\$ 1,902.95
12	8" PVC SANITARY SEWER PIPE, SDR 26	LIN FT	126	\$50.01	\$6,301.26	126	\$ 6,301.26	44	\$ 2,200.44	82	\$ 4,100.82
13	12" PVC SANITARY SEWER PIPE, SDR 26	LIN FT	1036	\$70.77	\$73,317.72	1036	\$ 73,317.72	698	\$ 49,397.46	338	\$ 23,920.26
14	12" PVC SANITARY SEWER PIPE, C900	LIN FT	210	\$65.72	\$13,801.20	170	\$ 11,172.40	0	\$ -	170	\$ 11,172.40
15	6" PVC PLUG	EACH	1	\$23.54	\$23.54	1	\$ 23.54	0	\$ -	1	\$ 23.54
16	8" PVC PLUG	EACH	1	\$150.13	\$150.13	3	\$ 450.39	1	\$ 150.13	2	\$ 300.26
17	12" PVC PLUG	EACH	1	\$518.06	\$518.06	1	\$ 518.06	0	\$ -	1	\$ 518.06
18	12"x6" PVC WYE	EACH	1	\$1,566.39	\$1,566.39	1	\$ 1,566.39	0	\$ -	1	\$ 1,566.39
19	ANTI-SEEPAGE COLLAR	EACH	4	\$458.23	\$1,832.92	4	\$ 1,832.92	2	\$ 916.46	2	\$ 916.46
20	TEMPORARY INDUSTRIAL STORMWATER TREATMENT (OIL ABSORBENT BOOM)	LUMP SUM	1	\$2,175.00	\$2,175.00	1	\$ 2,175.00	1	\$ 2,175.00	0	\$ -
21	TEMPORARY CONSTRUCTION ENTRANCE - MAINTAINED	LUMP SUM	1	\$5,069.33	\$5,069.33	1	\$ 5,069.33	1	\$ 5,069.33	0	\$ -
22	SEEDING	ACRE	4	\$765.07	\$3,060.28	4	\$ 3,060.28	0	\$ -	4	\$ 3,060.28
23	MNDOT SEED MIXTURE - 35-241	POUND	140	\$14.12	\$1,976.80	140	\$ 1,976.80	0	\$ -	140	\$ 1,976.80
24	MNDOT SEED MIXTURE - 34-161	POUND	60	\$10.20	\$612.00	60	\$ 612.00	0	\$ -	60	\$ 612.00
25	TEMPORARY DEWATERING	LUMP SUM	1	\$5,400.97	\$5,400.97	1	\$ 5,400.97	1	\$ 5,400.97	0	\$ -
26	BALE BARRIERS - MAINTAINED	LIN FT	2400	\$4.34	\$10,416.00	2400	\$ 10,416.00	2400	\$ 10,416.00	0	\$ -
27	SILT FENCE, TYPE MS - MAINTAINED	LIN FT	2500	\$2.86	\$7,150.00	2500	\$ 7,150.00	2500	\$ 7,150.00	0	\$ -
28	MULCH MATERIAL TYPE 3	TON	3	\$3,060.28	\$9,180.84	3	\$ 9,180.84	0	\$ -	3	\$ 9,180.84
29	ROLLED EROSION PREVENTION CATEGORY 25	SQ YD	13100	\$2.04	\$26,724.00	9398	\$ 19,171.92	0	\$ -	9398	\$ 19,171.92
TOTAL SCHEDULE A BID					\$285,595.85	\$276,214.96		\$142,399.91		\$133,815.05	

GENERAL CONTRACTOR	COMPLETED TO DATE	LESS PREVIOUS PAYMENTS	PAYMENT REQUEST 3
Kirchoff Construction, Inc.	Subtotal: \$ 276,214.96	Subtotal: \$ 142,399.91	Subtotal: \$ 133,815.05
P.O. Box 35	5% Retainage: \$ 13,810.75	5% Retainage: \$ 7,120.00	5% Retainage: \$ 6,690.75
Albertville, MN 55301	Total: \$ 262,404.21	Total: \$ 135,279.91	Total: \$ 127,124.30

PRESENTER:

Jason Quisberg

ITEM:

Dayton HMGP Generators Project

PREPARED BY:

Jason Quisberg, Engineering

POLICY DECISION / ACTION TO BE CONSIDERED:

Approve Change Order No. 2 for the Dayton HMGP Generators Project

BACKGROUND:

During installation of the generator at the Activity Center, Centerpoint Energy, the natural gas provider, required the gas meter be relocated prior to adding a service connection to the new unit. This required the generator contractor, Laketown Electric, to move the meter, and install additional piping to accommodate.

The contractor cost to perform this work was \$6,878.40. It is important to note that, had Centerpoint Energy identified this requirement prior to construction, more specifically, prior to the bid, this work, and therefore the associated costs, would have been included in the original bid amount.

BUDGET IMPACT:

The work completed is within the previously approved budget for the project. It should be noted that this project is 75% funded using a FEMA grant award.

RECOMMENDATION:

We recommend approval of Change Order No. 2 in the amount of \$6,878.40.

ATTACHMENT(S):

Change Order No. 2 form
Contractor submitted invoice for the additional work



Owner: City of Dayton, 12260 S. Diamond Lake Rd., Dayton, MN 5:	Date December 16, 2025
Contractor: Laketown Electric Corporation, 8470 State Highway 5, Waconia, MN 55387	
Bond Company:	Bond No:

CHANGE ORDER NO. 2
 DAYTON HMGP GENERATORS
 STANTEC PROJECT NO. 227705902

Description of Work

This Change Order provides that the Contractor has moved gas meter and added piping per attached invoice.

This Change Order includes all labor and materials and no additional compensation will be provided for this change.

No.	Item	Unit	Contract Quantity	Unit Price	Total Amount
CHANGE ORDER NO. 2					
1	MOVE GAS METER AND ADD PIPING	LS	1	\$6,878.40	\$6,878.40
TOTAL CHANGE ORDER NO. 2					\$6,878.40

Original Contract Amount	\$192,000.00
Previous Change Orders	\$20,436.20
This Change Order	\$6,878.40
Revised Contract Amount (including this change order)	<u>\$219,314.60</u>

CHANGE IN CONTRACT TIMES

Original Contract Times:

- Substantial Completion (days or date):
- Ready for final Payment (days or date):

Increase of this Change Order:

- Substantial Completion (days or date):
- Ready for final Payment (days or date):

Contract Time with all approved Change Orders:

- Substantial Completion (days or date):
- Ready for final Payment (days or date):

Recommended for Approval by:

STANTEC

Chuck W. Ochulim

Date: **January 12, 2026**

Approved by Contractor:
LAKETOWN ELECTRIC CORP.

Approved by Owner:
CITY OF DAYTON

Daniel D. Palmett

1.12.2026

Date

Date

- cc: Owner
- Contractor
- Bonding Company
- Stantec

City of Dayton Generators

Laketown Electric

8470 state highway 5
Waconia, MN 55387

Date : **9.24.25**

CB # **13**

move gas meter and add piping

COST SUMMARY

Description	Cost	Notes/Attachments
Labor Total	\$ 2,320.00	(Auto Fill from Sub-Total Below)
Materials and Equipment Total	\$ -	(Auto Fill from Sub-Total Below)
Tax on Materials and Equipment Only	\$ -	<<< Provide Sales/Use Tax Total
Self Performed Subtotal	\$ 2,320.00	
	\$ 232.00	(10% is the max fee allowed on CO's)
Self Performed Total	\$ 2,552.00	
Subcontractors	\$ 4,120.38	Auto Fill from Sub-Total Below
5% Overhead and Profit on Subs	\$ 206.02	(5% is the max allowed on subcontractors)
Subcontractor Total	\$ 4,326.40	
TOTAL COST OF CHANGE	\$ 6,878.40	

Signature: Dan Palmer

Contractor acknowledges no other Costs associated with this PCO.

PROVIDE DETAIL BREAKDOWN BELOW:

Labor By Task	Qty	Unit	Unit Cost	Total Cost
dig line in	16		\$ 145.00	\$ 2,320.00
			\$ 145.00	\$ -
			\$ 145.00	\$ -
			\$ 145.00	\$ -
Sub-Total				\$ 2,320.00

Materials and Equipment By Task	Qty	Unit	Unit Cost	Total Cost
	1			\$ -
	1			\$ -
	1			\$ -
				\$ -
	1			\$ -
	1			\$ -
				\$ -
				\$ -
Sub-Total				\$ -

Sub-Contractor Proposals	Description of Work	Total Cost
davis mechanical	move meter and add gas line	\$ 4,120.38
Sub-Total	<i>(Attach Sub-Contractor Proposals)</i>	\$ 4,120.38

PRESENTER:

Jason Quisberg

ITEM:

Dayton HMGP Generators Project

PREPARED BY:

Jason Quisberg, Engineering

POLICY DECISION / ACTION TO BE CONSIDERED:

Approve Pay Request No. 7 (Final) for the Dayton HMGP Generators Project

BACKGROUND:

Laketown Electric is the contractor installing generators at City Hall/Fire Station #2 and the Activity Center/Fire Station #1. All work is complete. The contractor has submitted all documentation required for final payment on the project.

BUDGET IMPACT:

The work completed is within the previously approved budget for the project. It can be noted that this project is 75% funded using a FEMA grant award.

RECOMMENDATION:

We recommend payment for the work completed to date, in the amount of \$27,794.60

ATTACHMENT(S):

Pay Request No. 7/Final
Lien release waivers



Owner: City of Dayton, 12260 S. Diamond Lake Rd., Dayton, MN 55327	Date: January 13, 2026
For Period: 8/5/2025 to 1/13/2026	Request No: 7/FINAL
Contractor: Laketown Electric Corporation, 8470 State Highway 5, Waconia, MN 55387	

CONTRACTOR'S REQUEST FOR PAYMENT
 DAYTON HMGP GENERATORS
 STANTEC PROJECT NO. 227705902

SUMMARY

1	Original Contract Amount		\$	<u>192,000.00</u>
2	Change Order - Addition	\$	<u>27,314.60</u>	
3	Change Order - Deduction	\$	<u>0.00</u>	
4	Revised Contract Amount		\$	<u>219,314.60</u>
5	Value Completed to Date		\$	<u>219,314.60</u>
6	Material on Hand		\$	<u>0.00</u>
7	Amount Earned		\$	<u>219,314.60</u>
8	Less Retainage 0%		\$	<u>0.00</u>
9	Subtotal		\$	<u>219,314.60</u>
10	Less Amount Paid Previously		\$	<u>191,520.00</u>
11	Liquidated damages -		\$	<u>0.00</u>
12	AMOUNT DUE THIS REQUEST FOR PAYMENT NO. <u>7/FINAL</u>		\$	<u><u>27,794.60</u></u>

Recommended for Approval by:
STANTEC

Chuck W. Delukin

Approved by Contractor:
LAKETOWN ELECTRIC CORPORATION

Dan Palmer

Approved by Owner:
CITY OF DAYTON

Specified Contract Completion Date:

Date:

No.	Item	Unit	Contract Quantity	Unit Price	Current Quantity	Quantity to Date	Amount to Date
BASE BID							
1	CITY HALL/FIRE STATION 2 AND ACTIVITY CENTER/FIRE STATION 1 GENERATORS	LS	1	192000.00	0.002	1	\$192,000.00
	TOTAL BASE BID						<u>\$192,000.00</u>
CHANGE ORDER NO. 1							
1	PAD FOR PROPANE AND EVAPORATOR AND CHANGE TO PROPANE	LS	1	20436.20		1	\$20,436.20
	TOTAL BASE BID						<u>\$20,436.20</u>
CHANGE ORDER NO. 2							
1	MOVE GAS METER AND ADD PIPING	LS	1	6878.40		1	\$6,878.40
	TOTAL BASE BID						<u>\$6,878.40</u>
	TOTAL BASE BID						\$192,000.00
	TOTAL CHANGE ORDER 1						\$20,436.20
	TOTAL CHANGE ORDER 2						\$6,878.40
	WORK COMPLETED TO DATE:						<u>\$219,314.60</u>

PROJECT PAYMENT STATUS

OWNER CITY OF DAYTON
 STANTEC PROJECT NO. 227705902
 CONTRACTOR LAKETOWN ELECTRIC CORPORATION

CHANGE ORDERS

No.	Date	Description	Amount
1	6/3/2025	This Change Order provides for adjustments to this project. See Change Order.	\$20,436.20
2	12/16/2025	This Change Order provides for adjustments to this project. See Change Order.	\$6,878.40
Total Change Orders			\$27,314.60

PAYMENT SUMMARY

No.	From	To	Payment	Retainage	Completed
1	05/01/2024	06/04/2024	4,750.00	250.00	5,000.00
2	06/05/2024	11/27/2024	14,250.00	1,000.00	20,000.00
3	11/28/2024	12/30/2024	47,500.00	3,500.00	70,000.00
4	01/01/2025	01/15/2025	38,000.00	5,500.00	110,000.00
5	01/16/2025	06/02/2025	77,900.00	9,600.00	192,000.00
6	06/03/2025	08/04/2025	9,120.00	10,080.00	201,600.00
7/FINAL	08/05/2025	12/16/2025	27,794.60		219,314.60

Material on Hand

Total Payment to Date		\$219,314.60	Original Contract	\$192,000.00
Retainage Pay No. 7/FINAL			Change Orders	\$27,314.60
Total Amount Earned		\$219,314.60	Revised Contract	\$219,314.60

CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

(Instructions on reverse side)

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

TO OWNER:

(Name and address)

City of Dayton, MN
12260 South Diamond Lake Road
Dayton, MN 55327

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

PROJECT:

(Name and address)

Dayton HMGP Generators

CONTRACT DATED: January 23, 2024

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

(Insert name and address of Surety)

Western Surety Company
151 N. Franklin St.
Chicago, IL 60606

, SURETY,

on bond of

(Insert name and address of Contractor)

Laketown Electric Corporation
8470 State Highway 5
Waconia, MN 55387

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to

(Insert name and address of Owner)

City of Dayton, MN
12260 South Diamond Lake Road
Dayton, MN 55327

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: December 3, 2025

(Insert in writing the month followed by the numeric date and year.)



Western Surety Company

(Surety)

(Signature of authorized representative)

Nicole M. Coty, Attorney-in-Fact

(Printed name and title)

Attest:
(Seal):

Sena M. Quord



CAUTION: You should sign an original AIA document that has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced. See Instruction Sheet for Limited License for Reproduction of this document.



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kevin Paulson, Alice M Johnson, Mark Alan Thune, Brenda S Klimstra, Chad Christianson, De Ette J Wurm, Lori Hilmoe, Litton E S Field Jr, Nicole M Coty, Mutya Alvaran Enoksen, Jeffrey R Skaar, Gayle L Thorson, Deb Geislinger, Erin Pohlman, Jacqueline Riley, Leslie Seehusen, Tyler Johnson, Kelly Quiring, Sierra McQuoid, Drew Boehne, Daschle Larsen, Jessica A Olson, Individually

of Mendota Heights, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of January, 2025.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 15th day of January, 2025, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 3rd day of December, 2025.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

Go to www.cnasuretv.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-739-441-120
Submitted Date and Time:	3-Dec-2025 12:30:44 PM
Legal Name:	LAKETOWN ELECTRIC CORPN
Federal Employer ID:	41-1453410
User Who Submitted:	pandresen
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1256828928
Minnesota ID:	4699810
Project Owner:	CITY OF DAYTON
Project Number:	227705902
Project Begin Date:	11-Nov-2024
Project End Date:	05-Sep-2025
Project Location:	DAYTON MN
Project Amount:	\$219,314.60
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

Please [print this page](#) for your records using the print or save functionality built into your browser.

RECEIPT AND WAIVER OF MECHANICS LIEN RIGHTS

Date: 02/04/2026

PO Number: W25085

Subcontractor OR Supplier Beaudry Oil & Propane
Name & Address: 12260 S Diamond Lake Rd
Dayton, MN 55327

The undersigned, for itself and all its employees, subcontractors, and suppliers, hereby acknowledges receipt of the sum of \$ 5,067.07 from Laketown Electric Corporation.

CHECK ONLY ONE:

1. As partial payment for labor, skill and material furnished.
2. As payment for all labor, skill and material furnished or to be furnished (except the sum of \$ _____ retainage)
3. As full and final payment for all labor, skill and material furnished or to be furnished to the following described real property: (legal description, street address and project name)

City of Dayton
12260 South Diamond Lake Rd
Dayton, MN 55327
Dayton HMGP Generator

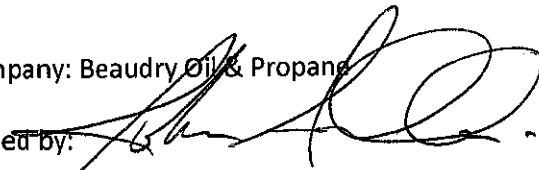
and for value received hereby waives all rights acquired by the undersigned to file or record a mechanics lien against said real property for labor, skill and material furnished to said real property (only for the amount paid if box 1 is checked, and except for retainage shown if box 2 is checked). This waiver of the mechanics lien is contingent upon all payments being honored. The undersigned affirms that all labor and material furnished by the undersigned has been paid for including employees, subcontractors, and suppliers, used by the undersigned for this project, EXCEPT:

Company: Beaudry Oil & Propane

Signed by:

Title:

Date:



PROPANE MANAGER

2/4/26

NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by the managing partner or a general partner.

PLEASE RETURN TO:

pattys@laketownelectric.com

Twin Cities Office
8470 State Highway 5
Waconia, MN 55387
(952) 442-2740
3288

Mankato Office
303 Lundin Blvd
Mankato, MN 56001
(507) 388-3288

Rochester Office
6109 Rome Circle NW
Rochester, MN 55901
(507) 388-

PRESENTER: Marty Farrell

ITEM: Park Passports

PREPARED BY: Marty Farrell

POLICY DECISION / ACTION TO BE CONSIDERED: Approval to launch Park Passport program, to encourage park exploration, community engagement and active participation

BACKGROUND: The Parks Commission discussed creating a Park Passport program at the April 7, 2026, meeting. Staff developed a draft program, which the Commission reviewed and refined at the May 5, 2026, meeting. Staff intend to launch the program in June of 2026 and would like Council approval to start promoting the program at the May 13th Open House event. Attached is a summary of the Passport Program.

CRITICAL ISSUES: N/A

BUDGET IMPACT: Not to exceed \$1000 (for signage and promotional materials)

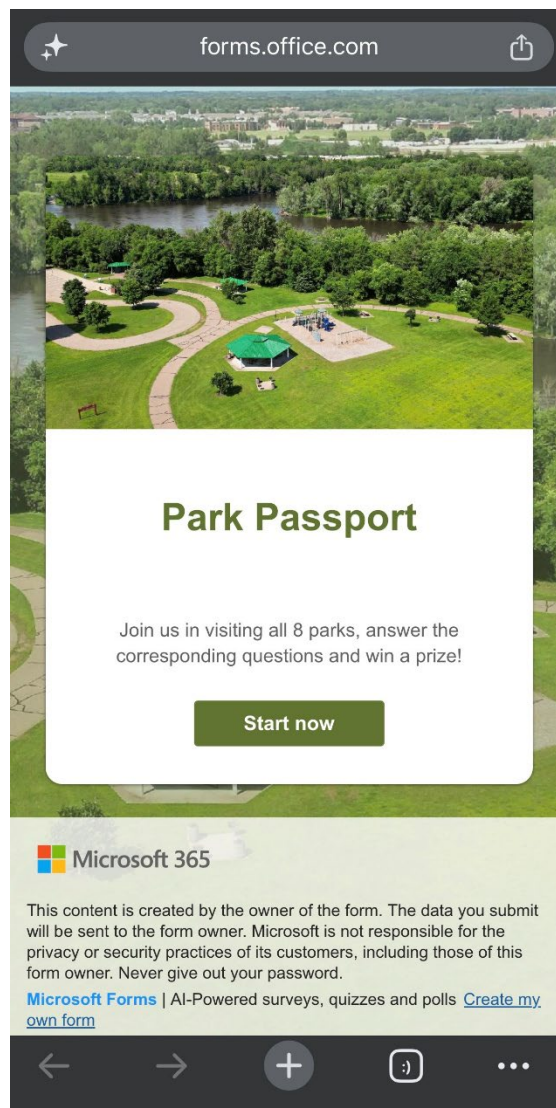
RECOMMENDATION: Approval to begin advertising for the Passport Program

ATTACHMENT(S): Summary of Park Passport Program Details

Park Passports

The City will provide a list of 8–10 parks to visit throughout Dayton as part of a “Park Passport” experience. At each location, participants will find a Park Passport sign featuring a QR code. Scanning the code will direct them to a Microsoft Forms page where they can check in, answer quick questions, and complete a fun, optional park-specific challenge.

To make the experience more interactive, each park will feature a unique activity such as a photo prompt, mini scavenger hunt, fitness challenge, or trivia question related to the park.

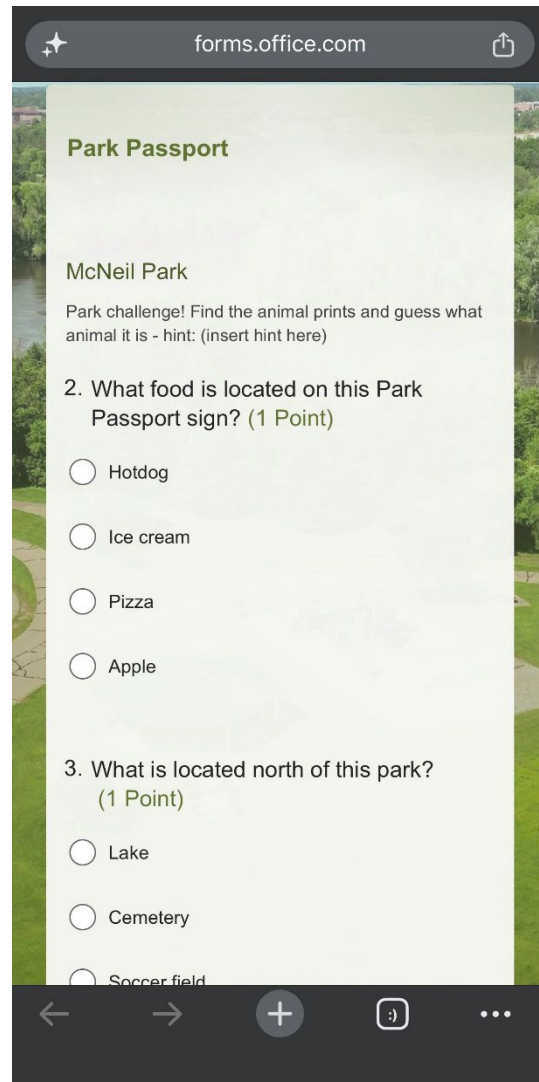
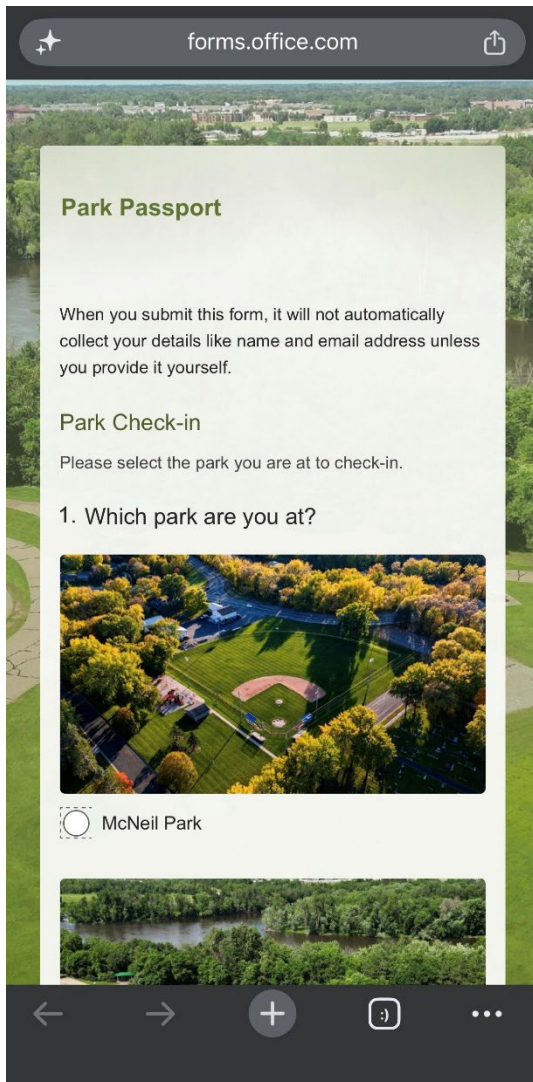


Seasonal Program

The program will run June through October to encourage summer park exploration.

Park Check-In & Questions

Once participants scan the QR code from the park sign, they will be directed to a short form asking to select the date they attended the park and their name and email. Please note, the city is only collecting this for tracking purposes of the program. The following sample questions are tailored to a specific park location. One question will ask them to identify the park symbol displayed on the sign, serving as verification of their visit. A second question will focus on a unique feature of the park (for example, “How many swings are located at this park?”). After completing the questions, participants will submit their responses to receive credit for that park.



Park Challenge

Each park will feature a brief Park Challenge designed to encourage engagement and exploration. Examples of potential challenges include:

- Photo challenges (e.g., nature selfie or family photo at the park) With their permission we could use this for future marketing
- Mini scavenger hunts
- Movement-based activities
- Park-specific trivia questions
- Playground obstacle course activities (designed to be ADA-accessible where possible)

These challenges are intended to be quick, inclusive, and enjoyable for participants of all ages.

Signs

Aluminum signs will be placed at participating parks. The drafted design is shown below.





1st Quarter Report

As of March 31, 2026

Presented by: Zach Doud, City Administrator



Revenues	YTD Budget	YTD Actual	Percent of YTD Budget	Disbursements	YTD Budget	YTD Actual	Percent of YTD Budget
Taxes	\$ 1,783,390	\$ -	0.0 %	Mayor and city council	\$ 16,898	\$ 42,549	251.8 %
Licenses and permits	340,700	306,099	89.8	Committees and commissions	2,295	80	3.5
Intergovernmental	140,418	104,255	74.2	Administration	37,090	35,841	96.6
Charges for services	7,825	4,489	57.4	Elections	12,330	3,027	24.5
Fines and forfeitures	12,500	8,579	68.6	City clerk	36,330	29,715	81.8
Refunds and reimbursements	1,500	-	0.0	Finance	90,430	101,596	112.3
Miscellaneous	35,250	85,334	242.1	Audit	9,000	9,923	110.3
				Engineering	25,000	21,312	85.2
	<u>\$ 2,321,583</u>	<u>\$ 508,756</u>	<u>21.9</u>	Legal	23,450	24,552	104.7
				Recycling	76,875	63,402	82.5
				Inspections	166,565	136,393	81.9
				Planning and economic developn	71,230	55,557	78.0
				Central services	51,813	83,833	161.8
				Information technology	35,250	57,857	164.1
				Activity center	35,088	16,529	47.1
				Police patrol and investigation	921,830	847,063	91.9
				Emergency management	4,300	794	18.5
				Animal control	1,125	632	56.2
				Fire suppression	239,230	145,480	60.8
				Public works	305,923	334,277	109.3
				Parks	148,283	105,238	71.0
				Contingency	11,250	1,700	15.1
					<u>\$ 2,321,583</u>	<u>\$ 2,117,348</u>	<u>91.2</u>

Key
↑ Varies more than 10% from budget positively
↓ Varies more than 10% from budget negatively
↔ Within 10% of budget

**CITY OF DAYTON
INCOME STATEMENT
AS OF MARCH 31, 2026**

	Annual Budget	Budget thru 3/31/2026	Actual thru 3/31/2026	Variance - Favorable (Unfavorable)		Percent Received or Expended based on YTD Budget
Revenues						
Taxes	\$ 7,133,560	\$ 1,783,390	\$ -	\$ (1,783,390)	1	0.0 %
Licenses and permits	1,362,800	340,700	306,099	(34,601)		89.8
Intergovernmental	561,670	140,418	104,255	(36,163)	2	74.2
Charges for services	31,300	7,825	4,489	(3,336)		57.4
Fines and forfeitures	50,000	12,500	8,579	(3,921)		68.6
Refunds and reimbursements	6,000	1,500	-	(1,500)		0.0
Miscellaneous	141,000	35,250	85,334	50,084	3	242.1
Total Revenues	9,286,330	2,321,583	508,756	(1,812,827)		21.9
Expenditures						
Mayor and city council	67,590	16,898	42,549	(25,651)	4	251.8
Committees and commissions	9,180	2,295	80	2,215		3.5
Administration	148,360	37,090	35,841	1,249		96.6
Elections	49,320	12,330	3,027	9,303		24.5
City clerk	145,320	36,330	29,715	6,615		81.8
Finance	361,720	90,430	101,596	(11,166)		112.3
Audit	36,000	9,000	9,923	(923)		110.3
Engineering	100,000	25,000	21,312	3,688		85.2
Legal	93,800	23,450	24,552	(1,102)		104.7
Recycling	307,500	76,875	63,402	13,473		82.5
Inspections	666,260	166,565	136,393	30,172		81.9
Planning and economic development	284,920	71,230	55,557	15,673		78.0
Central services	207,250	51,813	83,833	(32,020)	5	161.8
Information technology	141,000	35,250	57,857	(22,607)	6	164.1
Activity center	140,350	35,088	16,529	18,559		47.1
Police patrol and investigation	3,687,320	921,830	847,063	74,767		91.9
Emergency management	17,200	4,300	794	3,506		18.5
Animal control	4,500	1,125	632	493		56.2
Fire suppression	956,920	239,230	145,480	93,750	7	60.8
Public works	1,223,690	305,923	334,277	(28,354)	8	109.3
Parks	593,130	148,283	105,238	43,045	9	71.0
Contingency	45,000	11,250	1,700	9,550		15.1
Total Expenditures	9,286,330	2,321,583	2,117,348	204,234		91.2
Excess revenues (expenditures)	-	-	(1,608,593)	(2,017,061)		
Other financing sources (uses)						
Transfers in	-	-	-	-		0.0
Transfers out	-	-	-	-		0.0
Total other financing sources (uses)	-	-	-	-		
Excess (deficiency) of revenues and other financing sources (uses) over (under) expenditures and other uses	-	-	(1,608,593)	(2,017,061)		

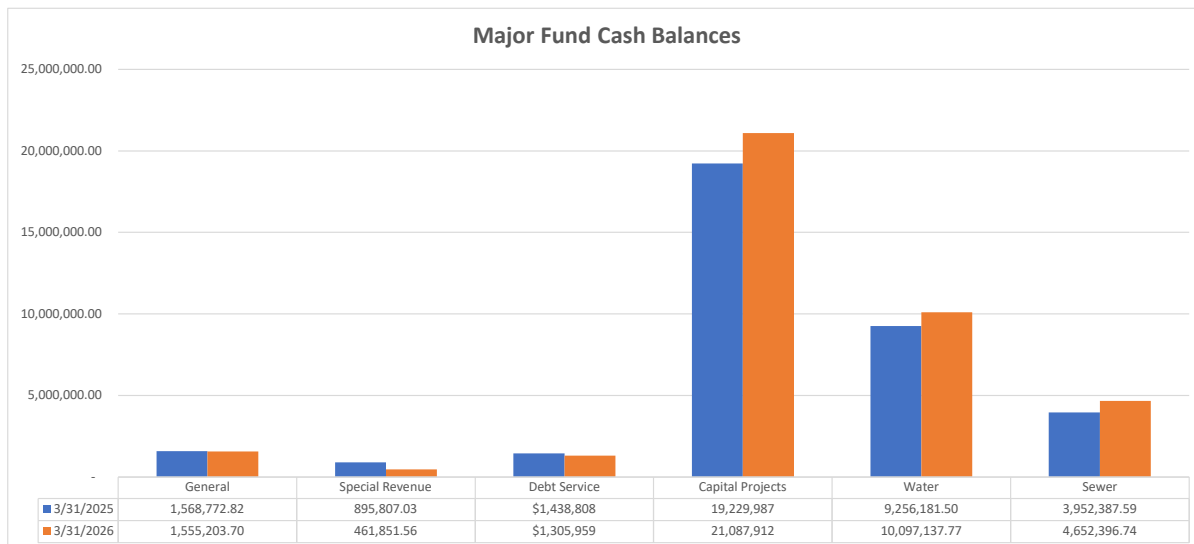
Item	Explanation of item for percentage less than 80% or greater than 120% and \$ variance greater than \$20,000
1	Taxes have not been received as of Q1 for 2026, expect these to arrive in Q3 2026.
2	Only received 1st half of MSA Maintenance Aid to date, typically receive most of this revenue is Q4 of each year.
3	Related to LMC Insurance Reimbursement's totaling \$62,436.82 all in Q1.
4	This pertains to timing as we paid all the subscriptions at the beginning of the year.
5	All Subscriptions for Year paid in Q1. Additionally, all Gas utilities are paid out of this department so those are higher through Q1.
6	All Subscriptions for Year paid in Q1, will level out through the rest of the year.
7	Budgeted for Part Time Fire Fighters and they haven't started yet which is why we are underbudget this will pick up in Q2. Also the timing of payroll March fire payroll was paid in Q2 totaling \$14,826.47.
8	Related to PW OT; weather related/call backs. PW Repairs and Maint; accident \$15,210.07 which was reimbursed from insurance.
9	Budget lower due to no seasonal employees in Q1 as work in the parks has not started yet.

City of Dayton
Unaudited Cash Balances by Fund

Fund	Balance 3/31/2025	Balance 12/31/2025	Balance 3/31/2026	YTD Change from 12/31/2025	Change from 3/31/2025	Percentage Change from 12/31/2025	
101	General	\$ 1,568,773	\$ 3,437,544	\$ 1,555,204	\$ (1,882,341)	\$ (13,569)	-54.8 %
225	EDA	533,613	872,952	97,957	(774,995)	(435,656)	1 -88.8
226	Cable	182,837	138,154	132,718	(5,437)	(50,119)	-3.9
228	Local Affordable Housing Aid	-	73,197	73,197	-	73,197	0.0
235	Police Forfeiture	13,174	13,174	13,174	-	-	0.0
236	Fire Public Safety Aid	78,571	65,064	57,861	(7,204)	(20,710)	-11.1
237	Police Public Safety Aid	87,612	86,944	86,944	-	(668)	0.0
342	2014A & 2015A NE Utilities	1,447,619	2,810,917	1,353,017	(1,457,900)	(94,601)	2 -51.9
348	2009A & 2010 W French Lk Rd	293,700	339,746	341,266	1,520	47,565	0.4
355	2016A PW/PD Facility	(12,065)	174,040	(11,242)	(185,281)	823	-106.5
378	2020A Dayton Parkway Interchange	16,202	59,232	(147,597)	(206,829)	(163,799)	3 -349.2
379	2023A CRG TIF Bond	(306,648)	308,812	(229,486)	(538,298)	77,163	4 -174.3
401	Capital Equipment	(735,154)	-	(466,008)	(466,008)	269,146	0.0
404	Park Development	185,577	175,721	177,271	1,550	(8,306)	0.9
405	Park Dedication	3,304,349	2,921,713	2,942,752	21,040	(361,597)	0.7
406	Park Capital Equipment	(103,907)	-	(58,907)	(58,907)	45,000	0.0
408	Park Trail Development	2,953,592	3,194,008	3,163,088	(30,920)	209,496	-1.0
409	Temporary Financing	2,158,845	2,073,548	2,093,070	19,522	(65,775)	0.9
410	Capital Facilities	936,680	717,715	898,868	181,153	(37,812)	25.2
411	Developer Escrows	3,245,855	3,323,226	3,333,501	10,275	87,646	0.3
414	Pavement Mgmt and Improvements	2,699,536	3,609,613	3,780,080	170,467	1,080,544	4.7
415	Stormwater	2,655,872	2,763,513	3,216,848	453,335	560,976	16.4
420	Landscape Escrows	1,245,000	1,104,000	1,236,000	132,000	(9,000)	12.0
421	ROW Escrows	67,000	(3,000)	(3,000)	-	(70,000)	0.0
430	TIF 20 Graco 2	(1,614)	50,963	49,566	(1,397)	51,179	-2.7
435	TIF 16 Sand Companies	9,852	18,723	10,525	(8,198)	673	-43.8
436	TIF 17 Graco	71,794	135,983	135,525	(458)	63,731	-0.3
438	TIF 14 Liberty	170,567	175,273	176,052	779	5,485	0.4
459	2022 TIF Street Improvements	237,276	235,994	238,075	2,081	799	0.9
477	TIF 15 French Lk Industrial Park	118,746	233,549	164,605	(68,944)	45,860	-29.5
480	Dayton Parkway Interchange	10,121	-	-	-	(10,121)	0.0
601	Water	9,256,182	10,888,424	10,097,138	(791,286)	840,956	-7.3
602	Sewer	3,952,388	4,633,077	4,652,397	19,319	700,009	0.4
Total		\$ 36,341,944	\$ 44,631,820	\$ 39,160,460	\$ (5,471,360)	\$ 2,818,516	-12.3 %

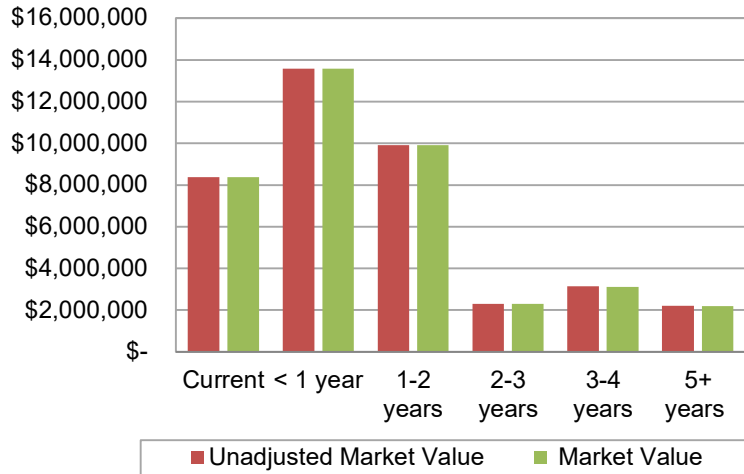
Item Explanation of changes greater than \$75,000 from prior year and change greater than 20% from year-end

- 1 Change is due to 2 EDA Land Purchases; one in Q1 2025 and one in Q4 2025
- 2 Slowly decreasing the balance of this fund so that we are able to pay off the debt but not have excess dollars in this fund.
- 3 Timing of bond payments and when we receive tax settlements which take place in July and December.
- 4 Timing of bond payments and when we receive tax settlements which take place in July and December.

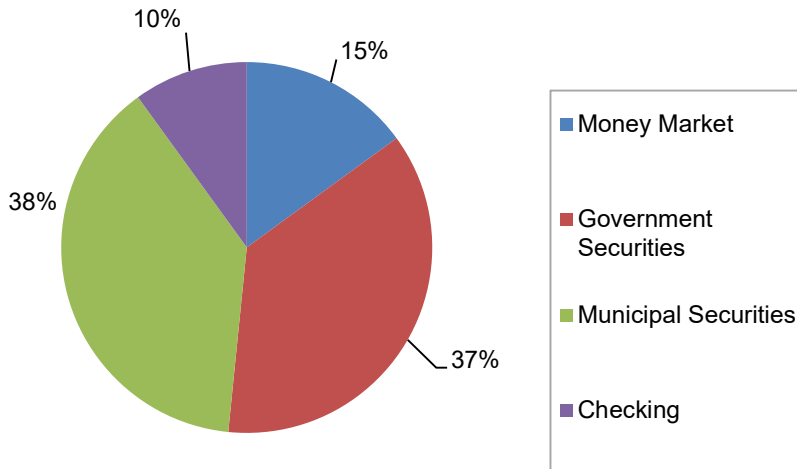


City of Dayton, Minnesota
Investments
For the Month Ending March 31, 2026

Maturities



Maturity	Unadjusted Market Value 3/31/2026	Market Value 3/31/2026	Variance 3/31/2026
Current	\$ 8,381,328.98	\$ 8,383,890.31	\$ 2,561
< 1 year	13,578,963.82	13,572,352.08	(6,611.74)
1-2 years	9,921,712.30	9,919,104.18	(2,608.12)
2-3 years	2,291,273.31	2,283,216.69	(8,056.62)
3-4 years	3,131,188.00	3,104,348.00	(26,840.00)
5+ years	2,204,913.77	2,191,254.59	(13,659.18)
	<u>\$ 39,509,380.18</u>	<u>\$ 39,454,165.85</u>	<u>\$ (55,214.33)</u>
Weighted Average Rate of Return	3.01%	3/31/2026	
Average Maturity (years)	1.10	3/31/2026	



Investment Type	Market Value 3/31/2026
Money Market	\$ 5,031,773.22
Government Securities	12,287,202.85
Corporate Securities	5,883,768.59
Municipal Securities	12,899,304.10
Checking	3,352,117.09
	<u>\$ 39,454,165.85</u>

Operating Account	
O/S Deposits	\$ 47,281.27
O/S Checks	(340,986.75)
	<u>\$ 39,160,460.37</u>

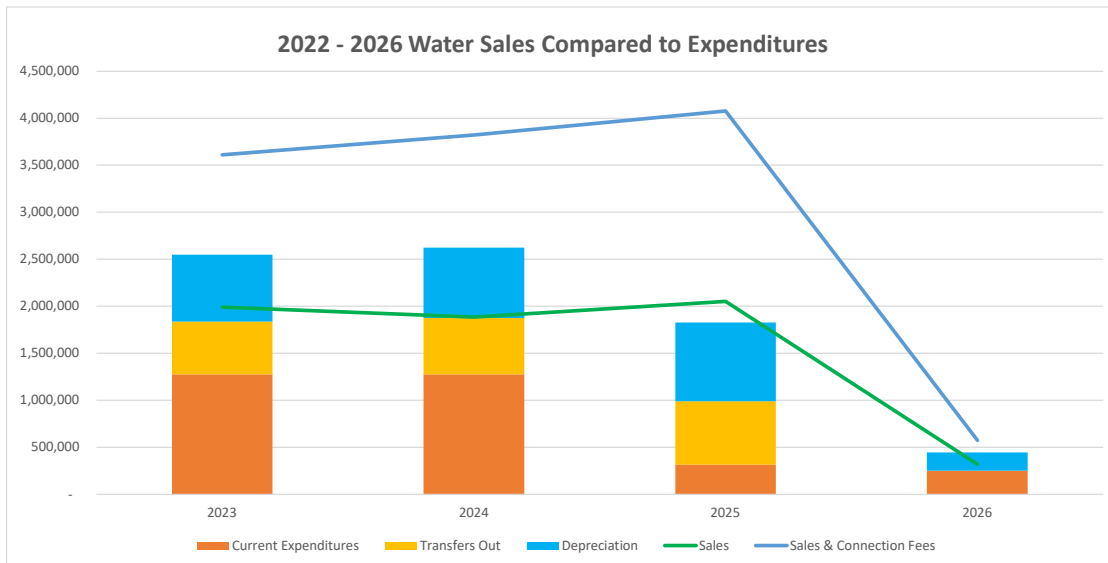
**CITY OF DAYTON
INCOME STATEMENT
AS OF MARCH 31, 2026**

WATER FUND

	Annual Budget	Budget thru 3/31/2026	Actual thru 3/31/2025	Actual thru 3/31/2026	Prior Year Variance - Favorable (Unfavorable)	Percent Received or Expended based on YTD Budget
Revenues						
Charges for services	\$ 1,982,500	\$ 495,625	\$ 271,128	\$ 319,982	\$ 48,854 1	64.6 %
Miscellaneous	307,000	76,750	160,174	105,287	(54,887) 2	137.2
Total Revenues	2,289,500	572,375	431,302	425,269	(6,033)	74.3
Expenditures						
Salaries and benefits	390,070	97,518	61,806	73,683	(11,877) 3	75.6
Supplies	390,800	97,700	125,603	81,030	44,573	82.9
Professional services	116,000	29,000	13,377	7,755	5,622	26.7
Insurance	12,600	3,150	9,643	5,074	4,568	161.1
Utilities	467,000	116,750	44,796	56,678	(11,882) 4	48.5
Repair and maintenance	110,000	27,500	61,397	27,169	34,228	98.8
Depreciation	775,000	193,750	187,500	193,750	(6,250)	100.0
Total Expenditures	2,261,470	565,368	504,122	445,139	58,983	78.7
Excess revenues (expenditures)	28,030	7,008	(72,820)	(19,870)	(65,016)	
Other financing sources (uses)						
Connection charges	1,807,000	451,750	428,715	252,347	(176,368)	55.9
Transfers in	-	-	-	-	-	0.0
Transfers out	(706,575)	(176,644)	-	-	-	0.0
Total other financing sources (uses)	1,100,425	275,106	428,715	252,347	(176,368)	
Excess (deficiency) of revenues and other financing sources (uses) over (under) expenditures and other uses	1,128,455	282,114	355,895	232,477	(241,384)	

Item Explanation of item for percentage less than 80% or greater than 120% and \$ variance greater than \$10,000

- 1 Increased number of homes in Dayton from last year. This has caused increased billings and more water meters to be sold. Also, this is only one billing cycle of January and February usage for water which was billed out in March.
- 2 Interest earnings took a dip when looking at the market compared to last year but we are still higher then budgeted for in Q1.
- 3 Salaries and benefits are more than last year based on salary increases from union contract. We are right on track with budget though.
- 4 Utility provider rates have increased from last year which caused a slight increase but we are under budget for the year so far.



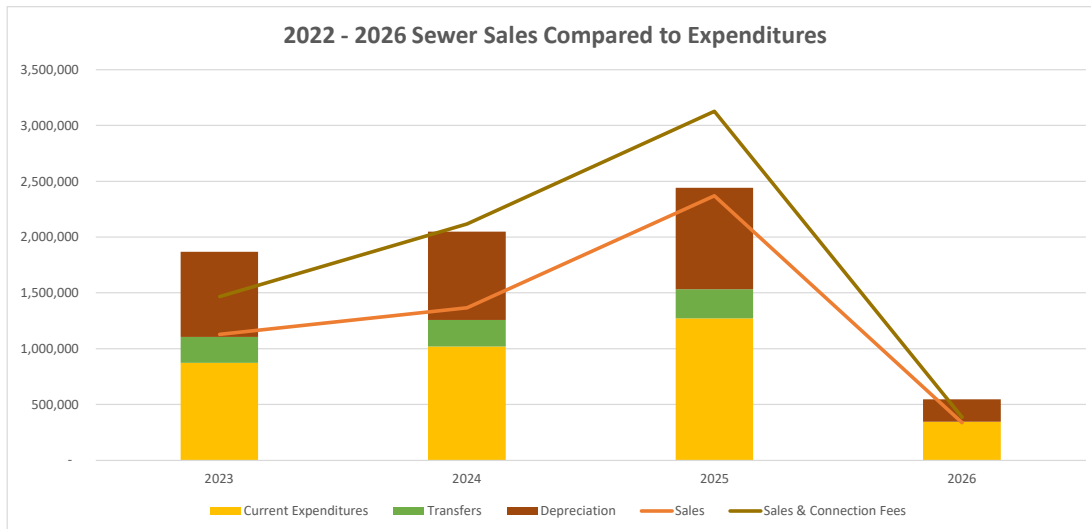
**CITY OF DAYTON
INCOME STATEMENT
AS OF MARCH 31, 2026**

SEWER FUND

	Annual Budget	Budget thru 3/31/2026	Actual thru 3/31/2025	Actual thru 3/31/2026	Prior Year Variance - Favorable (Unfavorable)	Percent Received or Expended based on YTD Budget
Revenues						
Charges for services	\$ 1,360,000	\$ 340,000	\$ 287,251	\$ 338,936	\$ 51,685	99.7 %
Miscellaneous	140,000	35,000	71,355	42,985	(28,370) ¹	122.8
Total Revenues	1,500,000	375,000	358,606	381,922	23,315	101.8
Expenditures						
Salaries and benefits	362,190	90,548	57,553	69,155	(11,602) ²	76.4
Supplies	18,600	4,650	5,323	9,007	(3,684)	193.7
Professional services	846,742	211,686	216,883	252,540	(35,658)	119.3
Insurance	18,300	4,575	14,543	6,791	7,752	148.4
Utilities	25,000	6,250	964	2,238	(1,273)	35.8
Repair and maintenance	95,000	23,750	323	5,782	(5,459)	24.3
Depreciation	800,000	200,000	193,750	200,000	(6,250)	100.0
Total Expenditures	2,165,832	541,458	489,339	545,514	(56,174)	100.7
Excess revenues (expenditures)	(665,832)	(166,458)	(130,733)	(163,592)	79,490	
Other financing sources (uses)						
Connection charges	651,000	162,750	132,647	48,961	(83,686) ³	30.1
Transfers in	-	-	-	-	-	0.0
Transfers out	(275,000)	(68,750)	-	-	-	0.0
Total other financing sources (uses)	376,000	94,000	132,647	48,961	(83,686)	
Excess (deficiency) of revenues and other financing sources (uses) over (under) expenditures and other uses	(289,832)	(72,458)	1,914	(114,631)	(4,196)	

Item Explanation of item for percentage less than 80% or greater than 120% and \$ variance greater than \$10,000

- 1** Interest earnings took a dip when looking at the market compared to last year but we are still higher then budgeted for in Q1
- 2** Salaries and benefits are more than last year based on salary increases from union contract. We are right on track with budget though.
- 3** This is directly related to building demand with in Dayton and the number of homes built thus far into the year. Last year there was a development that provided SAC fees during final plat that was not the same in 2026; that amount was \$85,XXX.



PRESENTER: Marty Farrell

ITEM: Water Shed Board Representative

PREPARED BY: Marty Farrell

POLICY DECISION / ACTION TO BE CONSIDERED: Give staff direction on how to fill Elm Creek Watershed Board position currently occupied by a representative who no longer resides in Dayton.

BACKGROUND: Doug Baines has been the Chair of the Elm Creek Watershed for a number of years. Doug now resides in Maple Grove but has continued to serve on the watershed. Staff contacted Judie Anderson from the watershed to ask what the rules are regarding this situation. Below is Judie's response.

This must be determined by your City. If Dayton requires that its representatives on boards and commissions must be residents of the City, then Doug can no longer serve. If the City does not have this requirement, he may continue to serve. The City could also decide to appoint him with the recognition that he does not fill the residency requirement. That would be up to your City's attorney to determine.

Members of city staff and/or City consultants may not serve as Commissioners/Alternates.

The Commission's JPA and Rules do not require him to be a resident of the city he represents.

Staff then reached out to the City Attorney (Amy Schmidt) for their advice, below is Amy's opinion.

I was looking through the City Code and I don't find any provision that speaks to the Council making appointments to the Elm Creek Watershed District Board. Is there a City policy on how the Council makes such appointments? If there is one, does it specify that a Dayton representative to the Board must be a resident of the City? If there is no requirement in a policy (or if there is no policy at all), then I don't see that there would be a prohibition on the Dayton representative living outside of Dayton.

Doug still serves as the Dayton representative on the Watershed Board and would like to continue in this position.

CRITICAL ISSUES: N/A

BUDGET IMPACT: N/A

RECOMMENDATION: None.

ATTACHMENT(S):None

Payments to be approved at City Council Meeting May 12, 2026

	<u>Totals</u>
Claims Roster 05-12-2026	\$ 440,813.30
Prepaid 04-23-2026 EB	\$ 83,838.20
	<hr/>
Total Payments:	\$ 524,651.50
	<hr/>
Payroll 04-23-2026 Bi-Weekly 09	\$ 110,399.63

Check # sequence to be approved by City Council from meeting date of 5/12/2026:

Checks # 080774-080815

05/06/2026

INVOICE REGISTER REPORT FOR CITY OF DAYTON MN
 EXP CHECK RUN DATES 05/12/2026 - 05/12/2026
 BOTH JOURNALIZED AND UNJOURNALIZED

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Status
Inv Ref#	Description	Entered By			
GL Distribution					
	A-1 OUTDOOR POWER INC	05/06/2026	05/12/2026	636.87	Open
	PARKS; OPERATING SUPPLIES	CHOYT			
101-45200-50210	PARKS; OPERATING SUPPLIES			636.87	

	AMERICAN ENGINEERING TESTING	05/06/2026	05/12/2026	12,570.00	Open
	P-0048866-DAYTON WATER TOWER GEOTECHNICAL	CHOYT			
601-49400-50300	P-0048866-DAYTON WATER TOWER			12,570.00	

	ARCHITECT MECHANICAL INC	05/06/2026	05/12/2026	420.00	Open
	PW; REPAIR/MAINT.	CHOYT			
101-41810-50220	PW; REPAIR/MAINT.			420.00	

	ARCHITECT MECHANICAL INC	05/06/2026	05/12/2026	650.00	Open
	PW; REPAIR/MAINT.	CHOYT			
101-41810-50220	PW; REPAIR/MAINT.			650.00	

	ASPEN MILLS	05/04/2026	05/12/2026	65.70	Open
	PD; UNIFORM- BURSTAD	CHOYT			
101-42120-50217	PD; UNIFORM- BURSTAD			65.70	

	ASPEN MILLS	05/05/2026	05/12/2026	451.73	Open
	FD; UNIFORM B KOSKI	CHOYT			
101-42260-50217	FD; UNIFORM			451.73	

ASPEN MILLS	05/05/2026	05/12/2026	451.73	Open
FD; UNIFORM I. BRUNETT	CHOYT			
101-42260-50217	FD; UNIFORM		451.73	

BAN-KOE SYSTEMS, INC	05/05/2026	05/12/2026	92.28	Open
CH2 CONTROLLER DOWN REPAIR	CHOYT			
101-41810-50223	CH2 CONTROLLER DOWN REPAIR		92.28	

BARNES, ANGELA	05/06/2026	05/12/2026	25.55	Open
UB refund for account: 3910	CHOYT			
601-00000-15550	CREDIT FORWARD		25.55	

BEAUDRY	04/27/2026	05/12/2026	1,783.24	Open
PW; ULS #2 DYED DIESEL B10-400.10	CHOYT			
101-43100-50212	PW; ULS #2 DYED DIESEL B10-400.10		1,783.24	

BEAUDRY	05/04/2026	05/12/2026	3,087.86	Open
PW; UNLEADED 87 -890.90	CHOYT			
101-43100-50212	PW; UNLEADED 87 -890.90		3,087.86	

BEAUDRY	05/06/2026	05/12/2026	140.95	Open
WINDSHIELD WASHER FLUID-25	CHOYT			
101-43100-50210	WINDSHIELD WASHER FLUID		140.95	

BETHANY BENTING	05/05/2026	05/12/2026	33.35	Open
MILEAGE-LMC PLYMOUTH	CHOYT			
601-49400-50331	MILEAGE-LMC PLYMOUTH		16.67	
602-49400-50208	MILEAGE-LMC PLYMOUTH		16.68	

BRUCE ROTHER	05/06/2026	05/12/2026	85.75	Open
MAILBOX REPLACEMENT/SNOWPLOW DAMAGE F	CHOYT			
101-43100-50220	MAILBOX REPLACEMENT/SNOWPLOW DAMAGE		85.75	

C. VISION PRODUCTION VIDEO TECH; APR 2026 226-41900-50430	05/04/2026 CHOYT VIDEO TECH; APR 2026	05/12/2026	3,450.00	Open
<hr/>				
C. VISION PRODUCTION VIDEO TECH; DRONE SPRING 2026 PHOTOS 226-41900-50430	05/05/2026 CHOYT VIDEO TECH; DRONE SPRING 2026 PHOTOS	05/12/2026	900.00	Open
<hr/>				
C. VISION PRODUCTION VIDEO TECH/ PHOTOGRAPHY -LIVE FIRE BURN 5. 226-41900-50430	05/05/2026 CHOYT VIDEO TECH;LIVE FIRE BURN 5.2.2026	05/12/2026	1,000.00	Open
<hr/>				
CARSON,CLELLAND & SCHREDER CRIMINAL PROSECUTION; APR 2026 101-41640-50305	05/04/2026 CHOYT CRIMINAL PROSECUTION; APR 2026	05/12/2026	2,400.00	Open
<hr/>				
CENTERPOINT ENERGY CH GAS UTILITIES; 8000014132-7 MAR 2026 101-41810-50383	05/04/2026 CHOYT CH GAS UTILITIES; 8000014132-7	05/12/2026	1,015.29	Open
<hr/>				
CENTURYLINK PW; 763 323-0023 WATER SYSTEM SCADA/WELLI 601-49400-50321	04/27/2026 CHOYT PW; 763 323-0023 WATER SYSTEM SCADA	05/12/2026	216.30	Paid
602-49400-50321	PW; 763 323-0975 WELLHOUSE 2 LANDLINE		108.15	
<hr/>				
CENTURYLINK PW; 763 428-7345 APR-MAY 2026 101-41810-50321	04/27/2026 CHOYT PW; 763 428-7345	05/12/2026	49.69	Paid
<hr/>				
CINTAS PW; UNIFORMS 101-43100-50217	04/27/2026 CHOYT PW; UNIFORMS	05/12/2026	153.10	Open
<hr/>				

CINTAS	04/28/2026	05/12/2026	100.75	Open
PW; FIRST AID CABINET RESTOCK	CHOYT			
101-41810-50308	PW; FIRST AID CABINET RESTOCK		100.75	

CINTAS	05/04/2026	05/12/2026	198.36	Open
PW; EYEWASH SERVICE AGREEMENT	CHOYT			
101-43100-50580	PW; EYEWASH SERVICE AGREEMENT		198.36	

CINTAS	05/05/2026	05/12/2026	153.10	Open
PW; UNIFORMS	CHOYT			
101-43100-50217	PW; UNIFORMS		153.10	

CITY OF DAYTON	05/05/2026	05/12/2026	141.87	Open
ACCT #7850 RENTAL 15060 N DIAMOND WA BILL	CHOYT			
601-49400-50210	ACCT #7850 RENTAL 15060 N DIAMOND UB		141.87	

CITY OF MONTICELLO	04/27/2026	05/12/2026	222.00	Open
PD; ANIMAL CONTROL FEB-MAR 2026	CHOYT			
101-42140-50308	PD; ANIMAL CONTROL FEB-MAR		222.00	

CLIFTONLARSONALLEN LLP	05/06/2026	05/12/2026	12,600.00	Open
AUDIT SERVICES FOR 12/31/2025	CHOYT			
101-41620-50301	AUDIT SERVICES FOR 12/31/2025		12,600.00	

COMFORT MATTERS	05/06/2026	05/12/2026	411.00	Open
PW; REPAIR/MAINT.	CHOYT			
101-41810-50220	PW; REPAIR/MAINT.		411.00	

CONNEXUS ENERGY	04/27/2026	05/12/2026	30.92	Paid
399445-332040 15199 116TH AVE N-IRR MAR-AP	CHOYT			
101-45200-50381	399445-332040 15199 116TH AVE N-IRR		30.92	

CONNEXUS ENERGY	04/27/2026	05/12/2026	6,076.57	Paid

ELECTRIC SERVICES; MAR-APR 2026		CHOYT			
101-43100-50230	172514- ST LIGHTS			42.43	
101-43100-50230	172516- ST LIGHTS			2,720.56	
101-43100-50230	172802- ST LIGHTS			70.35	
101-43100-50230	172803- ST LIGHTS			276.41	
101-42130-50381	173098- SIREN			21.40	
602-49400-50381	178838- 141ST OUTBUILDING			36.48	
601-49400-50381	299049- WELL#2			1,586.29	
602-49400-50381	299195- ROSEWOOD LIFT STATION			71.86	
601-49400-50381	299380- WATER TOWER			188.71	
602-49400-50381	303882- PINEVIEW LIFT STATION			53.98	
602-49400-50381	307062- HACKBERRY LIFT STATION			112.80	
101-42130-50381	309045- 11671 E FRENCH SIREN			17.40	
101-43100-50230	317271- 12600 129TH ST LIGHTS			87.99	
101-43100-50230	324905-14503 KINGSVIEW ST LIGHTS			700.80	
101-43100-50230	325071- 13699 PINEVIEW LANE ST LIGHTS			28.50	
101-43100-50230	331681-14462 ANNAPOLIS LN ST LIGHTS			30.24	
101-43100-50230	331682-11510 PINERIDGE WAY ST LIGHTS			30.37	

COORDINATED BUSINESS SYSTEMS		04/27/2026	05/12/2026	134.28	Paid
ENGINEER PRINTER-KYOCERA COPIER MAR-APR : CHOYT					
101-41810-50308	ENGINEER PRINTER-KYOCERA COPIER			134.28	

CORE & MAIN		05/06/2026	05/12/2026	1,076.50	Open
PW; REPAIR/MAINT 1.5" METER CHOYT					
601-49400-50220	PW; REPAIR/MAINT 1.5" METER			1,076.50	

CROW RIVER FARM EQUIPMENT		05/06/2026	05/12/2026	389.32	Open
PW; REPAIR/MAINT CHOYT					
101-43100-50220	PW; REPAIR/MAINT			389.32	

CRYSTEEL MANUFACTURING		05/06/2026	05/12/2026	47.87	Open
PW; REPAIR CIRCUIT BREAKER CHOYT					

101-43100-50220	PW; REPAIR CIRCUIT BREAKER			47.87	
ECM PUBLISHERS, INC		04/27/2026	05/12/2026	70.00	Open
LEGAL NOTICES/FILING FEE PROJ 6182	CHOYT				
411-43100-50351-6182	LEGAL NOTICES/FILING FEE PROJ 6182			70.00	
ECM PUBLISHERS, INC		04/28/2026	05/12/2026	61.25	Open
LEGAL NOTICES/FILING FEE PROJ 6231	CHOYT				
411-43100-50351-6231	LEGAL NOTICES/FILING FEE PROJ 6231			61.25	
ECM PUBLISHERS, INC		05/06/2026	05/12/2026	398.78	Open
PW; OPERATING SUPPLIES	CHOYT				
101-41910-50210	PW; OPERATING SUPPLIES			398.78	
EMERGENCY APPARATUS		05/06/2026	05/12/2026	9,108.12	Open
FD; REPAIR/ENGINE 21	CHOYT				
101-42260-50220	FD; REPAIR/ENGINE 21			9,108.12	
FEDERATED CO-OPS INC		05/06/2026	05/12/2026	1,506.19	Open
PARKS; WEED CONTROL	CHOYT				
101-45200-50390	PARKS; WEED CONTROL			1,506.19	
FERGUSON WATERWORKS		05/06/2026	05/12/2026	100.00	Open
PROFESSIONAL DEVELOPMENT--FERGUSON ACA	CHOYT				
601-49400-50208	PROFESSIONAL DEVELOPMENT			100.00	
FORCE AMERICA DISTRIBUTING LLC		04/27/2026	05/12/2026	340.00	Open
PW; 5MB FLAT DATA PLAN- MAR 2026	CHOYT				
101-43100-50210	PW; 5MB FLAT DATA PLAN- MAR 2026			340.00	
FULLY PROMOTED-MAPLE GROVE		05/06/2026	05/12/2026	209.12	Open
CH; UNIFORM/ K.THELEN	CHOYT				
101-41500-50200	CH; UNIFORM/ K.THELEN			209.12	

GOPHER STATE ONE-CALL	05/05/2026	05/12/2026	469.80	Open
348 BILLABLE TICKETS; APR 2026	CHOYT			
601-49400-50220	348 BILLABLE TICKETS; APR 2026		234.90	
602-49400-50220	348 BILLABLE TICKETS; APR 2026		234.90	
GREIBER, CHARLES & LEAH	05/05/2026	05/12/2026	204.09	Open
UB refund for account: 5457	CHOYT			
601-00000-15550	CREDIT FORWARD		204.09	
GRIMM, JENNIFER	05/05/2026	05/12/2026	19.08	Open
UB refund for account: 2608	CHOYT			
601-00000-15550	CREDIT FORWARD		19.08	
H&L MESABI	05/06/2026	05/12/2026	1,047.00	Open
PW; REPAIR /MAINT.	CHOYT			
101-43100-50220	PW; REPAIR /MAINT.		1,047.00	
HACH COMPANY INC	05/06/2026	05/12/2026	147.15	Open
PW; CHEMICALS	CHOYT			
601-49400-50210	PW; CHEMICALS		147.15	
HAWKINS, INC	04/27/2026	05/12/2026	3,529.90	Open
PW; CHEMICALS	CHOYT			
601-49400-50216	PW; CHEMICALS		3,529.90	
HAWKINS, INC	05/05/2026	05/12/2026	1,383.70	Open
PW; CHEMICALS	CHOYT			
601-49400-50216	PW; CHEMICALS		1,383.70	
HIRSHFIELDS PAINT	05/06/2026	05/12/2026	519.40	Open
PW; OPERATING SUPPLIES	CHOYT			
101-45200-50210	OPERATING SUPPLIES		519.40	

JF MUSIC LESSONS	05/05/2026	05/12/2026	2,500.00	Open
AC; EVENT 09.02.2026 THE JOE FLIP BAND	CHOYT			
101-41910-50210	AC; EVENT 09.02.2026 THE JOE FLIP BAND		2,500.00	
KIRCHOFF CONSTRUCTION, INC	05/06/2026	05/12/2026	127,124.30	Open
PAY 3: 113TH AVE TRUNK SEWER EXTENSION	CHOYT			
602-00000-16500	PAY 3: 113TH AVE TRUNK SEWER EXTENSION		133,815.06	
602-00000-20600	RETAINAGE PAYABLE		(6,690.76)	
KRAKUE, MCDONALD & HELENA	04/27/2026	05/12/2026	1,660.00	Paid
UB refund for account: 5079	CHOYT			
601-00000-15550	CREDIT FORWARD		1,660.00	
LAKETOWN ELECTRIC CORPORATION	05/06/2026	05/12/2026	27,794.60	Open
PAY APP 7 FINAL; DAYTON HMGP GENERATORS	CHOYT			
410-42260-50530	PAY APP 7 FINAL; DAYTON HMGP GENERATORS		17,714.60	
410-00000-20600	RETAINAGE PAYABLE		10,080.00	
LANO EQUIPMENT INC	05/06/2026	05/12/2026	5,224.73	Open
PW; INSURANCE CLAIM FOR REIMBURSEMENT	CHOYT			
101-43100-50220	INSURANCE CLAIM FOR REIMBURSEMENT		5,224.73	
LEVANDER, GILLEN & MILLER, P.A.	05/05/2026	05/12/2026	11,424.18	Open
PROFESSIONAL SRVS/LEGAL FEES APR 2026	CHOYT			
408-45300-50300	PROFESSIONAL SRVS		780.00	
415-41900-50300	PROFESSIONAL SRVS		273.00	
414-41900-50300	PROFESSIONAL SRVS		253.50	
101-41640-50304	LEGAL FEES-GEN		10,117.68	
MACE, JOSEPH & LAUREN	05/05/2026	05/12/2026	23.84	Open
UB refund for account: 5752	CHOYT			
601-00000-15550	CREDIT FORWARD		23.84	

MENARDS - ELK RIVER PW; SUPPLIES 101-43100-50210	PW; SUPPLIES	05/06/2026 CHOYT	05/12/2026	338.82	Open
				338.82	
MENARDS - ELK RIVER ADOPT A ROAD SUPPLIES 101-41910-50210	ADOPT A ROAD SUPPLIES	05/06/2026 CHOYT	05/12/2026	113.86	Open
				113.86	
MENARDS - MAPLE GROVE PW; SUPPLIES 101-43100-50210	PW; SUPPLIES	05/06/2026 CHOYT	05/12/2026	307.86	Open
				307.86	
MENARDS - MAPLE GROVE PW; OPERATING SUPPLIES 101-43100-50210	PW; OPERATING SUPPLIES	05/06/2026 CHOYT	05/12/2026	32.95	Open
				32.95	
MENARDS - MAPLE GROVE PW; SUPPLIES 101-43100-50210	PW; SUPPLIES	05/06/2026 CHOYT	05/12/2026	238.69	Open
				238.69	
MENARDS - MAPLE GROVE PW; SUPPLIES 101-43100-50210	PW; SUPPLIES	05/06/2026 CHOYT	05/12/2026	488.05	Open
				488.05	
MENARDS - MAPLE GROVE PW; SUPPLIES 101-43100-50210	PW; SUPPLIES	05/06/2026 CHOYT	05/12/2026	117.46	Open
				117.46	
MENARDS - MAPLE GROVE ADOPT A ROAD SUPPLIES 101-41910-50210	ADOPT A ROAD SUPPLIES	05/06/2026 CHOYT	05/12/2026	175.24	Open
				175.24	

MENARDS - MAPLE GROVE	05/06/2026	05/12/2026	91.71	Open
ADOPT A ROAD SUPPLIES	CHOYT			
101-41910-50210	ADOPT A ROAD SUPPLIES		91.71	

METRO WEST INSPECTION	05/04/2026	05/12/2026	16,744.00	Open
209.30 BLDG INSPECTIONS-MAR 2026	CHOYT			
101-41660-50300	209.30 BLDG INSPECTIONS-MAR 2026		16,744.00	

MHSRC/RANGE	05/05/2026	05/12/2026	2,140.00	Open
EVOC/PIT REFRESHER HYBRID X4	CHOYT			
101-42120-50208	EVOC/PIT REFRESHER HYBRID X4		2,140.00	

MICHAEL & KELLY DEXTER	05/05/2026	05/12/2026	63.99	Open
UB refund for account: 7410	CHOYT			
601-00000-15550	CREDIT FORWARD		63.99	

MINNESOTA EQUIPMENT	05/06/2026	05/12/2026	160.08	Open
PARKS; REPAIR/MAINT	CHOYT			
101-45200-50220	PARKS; REPAIR/MAINT		160.08	

MINNESOTA EQUIPMENT	05/06/2026	05/12/2026	107.68	Open
PARKS; REPAIR/MAINT	CHOYT			
101-45200-50220	PARKS; REPAIR/MAINT		107.68	

MINNESOTA EQUIPMENT	05/06/2026	05/12/2026	11.40	Open
PARKS; REPAIR/MAINT	CHOYT			
101-45200-50220	PARKS; REPAIR/MAINT		11.40	

MSA PROFESSIONAL SERVICES, INC.	05/06/2026	05/12/2026	4,416.00	Open
PROFESSIONAL SRVS DAYTON CROW/MISSISSIPI	CHOYT			
408-45300-50300	PROFESSIONAL SRVS JAN-APR		4,416.00	

MSA PROFESSIONAL SERVICES, INC.	05/06/2026	05/12/2026	1,439.83	Open

PROFESSIONAL SRVS-ELSIE STEPHENS PHASE A- CHOYT					
405-41900-50300	PROFESSIONAL SRVS APR			1,439.83	

MUTUAL OF OMAHA		05/04/2026	05/12/2026	1,117.06	Open
G000CL6X: STD/LTD PREMIUM MAY 2026		CHOYT			
101-00000-21705	G000CL6X: STD/LTD PREMIUM			1,117.06	

NAPA AUTO PARTS		05/06/2026	05/12/2026	224.57	Open
PD; REPAIR/MAINT		CHOYT			
101-42120-50220	PD; REPAIR/MAINT			224.57	

NAPA AUTO PARTS		05/06/2026	05/12/2026	61.08	Open
PD; REPAIR/MAINT		CHOYT			
101-42120-50220	PD; REPAIR/MAINT			61.08	

NAPA AUTO PARTS		05/06/2026	05/12/2026	53.51	Open
PW; REPAIR/MAINT		CHOYT			
101-43100-50220	PW; REPAIR/MAINT			53.51	

NAPA AUTO PARTS		05/06/2026	05/12/2026	3.70	Open
PARKS; REPAIR/MAINT		CHOYT			
101-45200-50220	PARKS; REPAIR/MAINT			3.70	

NAPA AUTO PARTS		05/06/2026	05/12/2026	2.80	Open
PARKS; REPAIR/MAINT		CHOYT			
101-45200-50220	PARKS; REPAIR/MAINT			2.80	

NORTH MEMORIAL HEALTH CARE		05/04/2026	05/12/2026	1,100.00	Open
EMT REFRESHER X20 ACCOUNT #8885005		CHOYT			
101-42260-50208	EMT REFRESHER X20			1,100.00	

PEARSON		05/06/2026	05/12/2026	12,772.00	Open
SPRING STREET SWEEPING		CHOYT			

101-43100-50224	SPRING STREET SWEEPING			12,772.00	
PREESE, ALEXIS		05/05/2026	05/12/2026	22.71	Open
UB refund for account: 5228		CHOYT			
601-00000-15550	CREDIT FORWARD			22.71	
REINDERS INC		05/06/2026	05/12/2026	3,482.00	Open
PARKS; OPERATING SUPPLIES		CHOYT			
101-45200-50210	PARKS; OPERATING SUPPLIES			3,482.00	
REINDERS INC		05/06/2026	05/12/2026	10,342.50	Open
WEED CONTROL 2026		CHOYT			
101-45200-50390	WEED CONTROL			10,342.50	
REPUBLIC SERVICES, INC.		05/06/2026	05/12/2026	20,986.70	Open
CITY RECYCLING- APR 2026		CHOYT			
101-41650-50386	CITY RECYCLING- APR 2026			20,986.70	
RICHARD ALAN PROD TEDDY BEAR BAND		04/27/2026	05/12/2026	1,100.00	Open
AC; EVENT 6.12.2026 TEDDY BEAR BAND		CHOYT			
101-41910-50210	AC; EVENT 6.12.2026 TEDDY BEAR BAND			1,100.00	
ROGERS TRUE VALUE		05/06/2026	05/12/2026	62.74	Open
PW; OPERATING SUPPLIES		CHOYT			
101-43100-50210	PW; OPERATING SUPPLIES			62.74	
RYAN EGGINK		05/06/2026	05/12/2026	136.00	Open
TREE GIVEAWAY FOR OPEN HOUSE 2 HONEYLOC		CHOYT			
101-43100-50210	TREE GIVEAWAY FOR OPEN HOUSE			136.00	
SHORTSTOP ELECTRIC		05/06/2026	05/12/2026	300.00	Open
PW; REPAIR/MAINT		CHOYT			
601-49400-50220	PW; REPAIR/MAINT			300.00	

STANTEC CONSULTING SERVICES INC.	05/04/2026	05/12/2026	103,493.85	Open
ENGINEERING SVC; MAR 2026	CHOYT			
101-41630-50303	GEN. ENGINEERING RETAINER;		4,800.00	
101-41630-50303	GEN. ENGINEERING;		6,227.40	
101-41660-50308	BUILDING PERMIT ACTIVITIES;		5,220.40	
601-49400-50303	WATER SUPPLY & DISTRIBUTION;		1,328.00	
602-49400-50303	SANITARY SEWER SYSTEM;		1,947.60	
415-41900-50300	STORMWATER;		4,121.40	
414-41900-50303	TRANSPORTATION;		11,657.00	
408-45300-50303	TRAILS;		1,137.20	
601-49400-50303	GIS/MAPPING;		246.70	
602-49400-50303	GIS/MAPPING;		246.70	
411-43100-50303-1006	RIVER HILLS-M/I HOMES;		653.00	
411-43100-50303-6065	BRAYBURN TRAILS;		1,035.60	
411-43100-50303-6098	SUNDANCE GREENS;		2,794.14	
411-43100-50303-6105	IONE GARDENS;		82.00	
411-43100-50303-6120	SUNDANCE GREENS-LENNAR;		885.24	
411-43100-50303-6131	MTL COMPANIES;		410.00	
411-43100-50303-6143	RIVERWALK;		3,833.67	
411-43100-50303-6149	KWIK TRIP-MAPLE CT		160.90	
411-43100-50303-6147	BRAYBURN TRLS /LEE PROPERTY;		2,953.12	
411-43100-50303-6167	CAPITAL PARTNERS;		369.00	
411-43100-50303-6164	GRACO 2ND;		410.00	
411-43100-50303-6180	PKWY NEIGHBORHOOD;		685.50	
411-43100-50303-6165	OPUS;		274.43	
411-43100-50303-6204	SCANY PROPERTY (NORTH)		615.00	
405-41900-50303	PARKS;		79.80	
411-43100-50303-6203	DAYTON DCM FARMS EAW		15,486.60	
411-43100-50303-6142	DAYTON STORAGE		205.00	
411-43100-50303-6198	TERRITORIAL GROVE		1,228.72	
411-43100-50303-6182	BERNENS		2,029.25	
411-43100-50303-6223	GRACO HEADQUARTERS		2,510.75	

411-43100-50303-6224	SUITE LIVING			246.25	
411-43100-50303-6227	ADESA/CARVANA			49.25	
411-43100-50303-6228	STENSLIE-DAVID WEEKLY			245.00	
411-43100-50303-6229	DUBAY LAKE-DEHN			1,102.50	
411-43100-50303-6230	OPPIDAN (MHP)			857.75	
411-43100-50303-6231	DAYTON ASSISTED LIVING			485.50	
601-49400-50300	COMMUNITY FUNDING GRANT ASSISTANCE			81.20	
414-41900-50303	DAYTON PKWY TRAFFIC SIGNALS			170.05	
602-49400-50303	113TH AVE TRUNK SEWER EXTENSION			13,531.55	
414-41900-50303-2007	FERNBROOK CORRIDOR STUDY			770.80	
601-00000-16500	NORTHWEST WATER TOWER			720.80	
414-41900-50303	2026 MILL & OVERLAY IMPROVEMENTS			2,431.88	
415-41900-50300	CULVERT IMPROVEMENTS			254.40	
414-41900-50303	SW DAYTON ROADWAY EXTENSION			4,739.40	
601-00000-16500	DAYTON WELLHOUSE #5			243.60	
415-41900-50300	BMP-U1 FEASIBILITY STUDY			169.60	
415-41900-50300	BMP-U4 IMPLEMENTATION SERVICES			946.00	
415-41900-50300	GRASS LAKE ASSESSMENT			1,356.60	
415-41900-50300	FIELD DATA COLLECTION & LAB ANALYSIS			1,457.60	

SUMMIT FIRE PROTECTION		05/06/2026	05/12/2026	991.00	Open
ANNUAL MONITORING; 5/1/2026-4/30/2027	CHOYT				
101-41810-50300	ANNUAL MONITORING; 5/1/2026-4/30/2027			991.00	

T MOBILE		04/27/2026	05/12/2026	1,050.32	Paid
CH/PW CELL SVC MAR-APR 2026	CHOYT				
101-43100-50321	PW; CELL SVC			600.33	
601-49400-50321	PW; CELL SVC			54.07	
602-49400-50321	PW; CELL SVC			54.08	
101-41910-50321	AC; CELL SVC			112.65	
101-41710-50321	PLANNING; CELL SVC			84.59	
101-41310-50320	CH;ADMINISTRATOR CELL SVC			40.45	
101-41420-50320	CH; CLERK CELL SVC			40.45	

101-41500-50320	CH; HOT SPOT			63.70	
T MOBILE		04/28/2026	05/12/2026	1,355.78	Open
PD; 990673330 CELL SVC MAR-APR 2026	CHOYT				
101-42120-50320	PD; 990673330 CELL SVC			1,355.78	
TASC		04/27/2026	05/12/2026	39.59	Open
COBRA ADMIN FEE; JUN 2026	CHOYT				
101-41810-50205	COBRA ADMIN FEE; JUN 2026			39.59	
THE STANDARD		05/04/2026	05/12/2026	309.03	Open
#00 173153 LIFE INS-DAYTON MN	CHOYT				
101-00000-21711	INSURANCE-STANDARD			309.03	
TOSHIBA BUSINESS SYSTEMS		05/05/2026	05/12/2026	53.31	Open
CH; ESTUDIO 2515 FRONT PRINTER FEB-APR BW-	CHOYT				
101-41820-50308	CH; ESTUDIO 2515 FRONT PRINTER FEB-APR			53.31	
TOSHIBA BUSINESS SYSTEMS		05/05/2026	05/12/2026	94.03	Open
FD; ESTUDIO 2525AC APR-MAY BW 1000/CLR 235	CHOYT				
101-42260-50200	FD; ESTUDIO 2525AC APR-MAY			94.03	
TOSHIBA BUSINESS SYSTEMS		05/05/2026	05/12/2026	71.52	Open
CH; ESTUDIO 4525 BACK PRINTER APR BW 1162/	CHOYT				
101-41820-50308	CH; ESTUDIO 4525 BACK PRINTER APR			71.52	
TOTAL CONTROL SYSTEMS, INC		05/06/2026	05/12/2026	405.00	Open
PW; WELL #1 & 4 CRADLEPOINT JAN-MAR 2026	CHOYT				
601-49400-50321	PW; WELL #1 & 4 CRADLEPOINT			405.00	
TOTAL CONTROL SYSTEMS, INC		05/06/2026	05/12/2026	2,615.68	Open
PW; REPAIR/MAINT S DIAMOND LK SLS TRANSDU	CHOYT				
602-49400-50220	PW; REPAIR/MAINT			2,615.68	

TRANSPORT GRAPHICS PD; GRAPHICS 401-42120-50580	PD; GRAPHICS	04/27/2026 CHOYT	05/12/2026	2,131.26	Open
				2,131.26	
VILLANUEVA, MEGHAN UB refund for account: 3692 601-00000-15550	CREDIT FORWARD	05/05/2026 CHOYT	05/12/2026	230.39	Open
				230.39	
XCEL ENERGY 51-9348440-7 TROY ST LGT; APR 2026 101-43100-50230	51-9348440-7 TROY ST LGT; APR 2026	05/04/2026 CHOYT	05/12/2026	65.66	Open
				65.66	
XCEL ENERGY 51-8556975-3;17780 TERRITORIAL/S.L. APR 2026 101-43100-50230	51-8556975-3;17780 TERRITORIAL/S.L.	05/04/2026 CHOYT	05/12/2026	373.39	Open
				373.39	
XCEL ENERGY 51-0013433058-1; BROCKTON SIGNAL; APR 2026 101-43100-50230	51-0013433058-1; BROCKTON SIGNAL; APR	05/04/2026 CHOYT	05/12/2026	91.59	Open
				91.59	
XCEL ENERGY 51-8932050-3 CR81; APR 2026 101-43100-50230	51-8932050-3 CR81; APR 2026	05/04/2026 CHOYT	05/12/2026	78.98	Open
				78.98	
XCEL ENERGY 51-0012400696-3;RUSH CR; APR 2026 101-45200-50381	51-0012400696-3;RUSH CR;	05/04/2026 CHOYT	05/12/2026	23.40	Open
				23.40	
XCEL ENERGY 51-4585810-2 PRO LGT/51-4585810-2 LAWNDAL 602-49400-50381	51-4585810-2 PRO LGT	05/04/2026 CHOYT	05/12/2026	152.12	Open
				76.06	
				76.06	

XCEL ENERGY	05/05/2026	05/12/2026	852.74	Open
51-6111142-2;16471 S. DIAMOND/S.L. APR 2026 CHOYT				
101-43100-50230	51-6111142-2;16471 S. DIAMOND/S.L.		852.74	

XCEL ENERGY	05/05/2026	05/12/2026	31.77	Open
51-5420841-2; 12260 S DIAMOND APR 2026 CHOYT				
101-43100-50230	51-5420841-2; 12260 S DIAMOND		31.77	

XCEL ENERGY	05/06/2026	05/12/2026	47.32	Open
51-0014502550-6 11781 1/2 W FRENCH LK CHOYT				
101-43100-50230	51-0014502550-6 11781 1/2 W FRENCH		47.32	

XCEL ENERGY	05/06/2026	05/12/2026	77.94	Open
51-0013433327-7;18396 DAYTON/SIGNAL APR 2026 CHOYT				
101-43100-50230	51-0013433327-7;18396 DAYTON/SIGNAL		77.94	

XCEL ENERGY	05/06/2026	05/12/2026	48.30	Open
51-0013433188-8; 18432 UNIT SIGNAL APR 2026 CHOYT				
101-43100-50230	51-0013433188-8; 18432 UNIT SIGNAL		48.30	

XCEL ENERGY	05/06/2026	05/12/2026	26.60	Open
51-0013433412-1 14500 HWY 94 APR 2026 CHOYT				
101-43100-50230	51-0013433412-1 14500 HWY 94		26.60	

XCEL ENERGY	05/06/2026	05/12/2026	105.41	Open
51-0013433364-2; 18404 DAYTON ST LGT APR 2026 CHOYT				
101-43100-50230	51-0013433364-2; 18404 DAYTON ST LGT		105.41	

XCEL ENERGY	05/06/2026	05/12/2026	41.54	Open
51-0014158934-9; 11501 DAYTON/S.L APR 2026 CHOYT				
101-43100-50230	51-0014158934-9; 11501 DAYTON/S.L		41.54	

ZIEGLER INC	05/06/2026	05/12/2026	1,073.63	Open
GENERATOR REPAIR WH #1	CHOYT			
601-49400-50220	GENERATOR REPAIR WH #1		1,073.63	

# of Invoices:	119	# Due: 112	Totals:	440,813.30
# of Credit Memos:	0	# Due: 0	Totals:	0.00
Net of Invoices and Credit Memos:			440,813.30	

* 1 Net Invoices have Credits Totalling: (6,690.76)

 --- TOTALS BY FUND ---

101 - GENERAL FUND	155,250.59
226 - CABLE	5,350.00
401 - CAPITAL EQUIPMENT	2,131.26
405 - PARK DEDICATION	1,519.63
408 - PARK TRAIL DEVELOPMENT	6,333.20
410 - CAPITAL FACILITIES	27,794.60
411 - DEVELOPER ESCROWS	39,739.42
414 - PAVEMENT MANAGEMENT AND IMPROVEMENTS	20,022.63
415 - STORMWATER	8,578.60
601 - WATER FUND	27,786.49
602 - SEWER FUND	146,306.88

--- TOTALS BY DEPT/ACTIVITY ---

00000 -	141,844.44
41310 - Administration	40.45
41420 - City Clerk	40.45
41500 - Finance	272.82
41620 - Audit Services	12,600.00
41630 - Engineering Services	11,027.40
41640 - Legal Services	12,517.68
41650 - Recycling Services	20,986.70

41660 - Inspection Service	21,964.40
41710 - Plannning & Economic Dev	84.59
41810 - Central Services	3,903.88
41820 - Information Technology	124.83
41900 - General Govt	35,470.86
41910 - Activity Center	4,492.24
42120 - Patrol and Investigate	5,978.39
42130 - Emergency Mgmt	38.80
42140 - Animal Control	222.00
42260 - Fire Suppression	28,920.21
43100 - Public Works	73,368.00
45200 - Parks	16,826.94
45300 - Trail Development	6,333.20
49400 - Utilities	43,755.02

ITEM:

Approval of Legacy Woods Development Agreement

APPLICANT/PRESENTER:

Jon Sevald, Community Development Director

PREPARED BY:

Jon Sevald, Community Development Director

POLICY DECISION / ACTION TO BE CONSIDERED:

1. Approve the Development Agreement.
2. Table the Development Agreement for further edits.

BACKGROUND:

Legacy Woods consists of 10 single-family lots, located along North Diamond Lake Road, northwest of Laura Lake. The Final Plat was approved on March 24, 2026.¹ At that time, Staff was drafting a new Development Agreement (DA) template. The template was recently completed. Legacy Woods will be its first use. It has been the Council's practice to approve the Final Plat and DA at the same time.

A Development Agreement is an agreement between the city and the developer detailing what the developer and city are responsible for in-between the time of Final Plat approval and building construction. The DA includes sureties which the Developer will pay the city to assure public infrastructure is completed. In the event problems occur, it is the DA which the City is dependent upon for enforcing conditions of the Final Plat Resolution.

CRITICAL ISSUES:

Trail Dedication The Developer is requesting that the City Council accept Outlot A in lieu of paying Trail Dedication Fees (\$28,240). Staff opposes. The intent of Outlot A is for a future east-west street connecting Thicket Lane to Xanthus Lane. When this occurs, it will leave a sliver of land that does not have a practical use. There is not a nexus to trade Outlot A for Trail Dedication fees.

STAFF RECOMMENDATION:

Staff recommends Approval of the DA, including the developer's dedication of Outlot A to the city without a reduction of fees.

After the Council approves the DA, staff will make minor changes and fill in incomplete information (e.g. grammatical errors, exhibits, surety amounts, etc.). No major changes will be made without Council approval.

RELATIONSHIP TO COUNCIL GOALS:

¹ Resolution 14-2026

CITY COUNCIL REGULAR MEETING

Strategic Initiative	Goal	Key Outcome Indicator	Target	Action Item
Encourage Diversity and Manage Thoughtful Development	Create a variety of housing options	<ul style="list-style-type: none"> Review housing type and lot size by %'s 	<ul style="list-style-type: none"> Proportionate housing types available 	A) Begin work on Comp Plan – Create Timeline for Completion B) Develop Rental Housing Ordinance C) Seek out businesses more often D) Work with EDA to find niche businesses that are not in surrounding communities E) Complete Large Area Plan – Breakdown of Comp Plan Decades F) Review Parking Code Requirements
	Encourage healthy lifespan of both residential and commercial operations	<ul style="list-style-type: none"> Total amount of Funding provided. Number of rentals available and where they are located. 	<ul style="list-style-type: none"> Maintain grant program. Manage number of rentals 	
	Healthy Commercial Sector with services and job growth	<ul style="list-style-type: none"> Net difference of businesses movement including their employment 	<ul style="list-style-type: none"> Maintain a positive difference in business movement 	

BUDGET IMPACT:

None.

ATTACHMENT(S):

Development Agreement
 Conservation Easement

DEVELOPMENT AGREEMENT

FOR THE PLAT OF

LEGACY WOODS

BY AND BETWEEN

THE CITY OF DAYTON

AND

LEGACY WOODS, LLC

THIS DEVELOPMENT AGREEMENT, made and entered into on the 12 day of May, 2026, by and between the City of DAYTON, a Minnesota municipal corporation (“CITY”), and Legacy Woods, LLC a Limited Liability Company (Domestic) (“DEVELOPER”).

RECITALS:

WHEREAS, in pursuant of the DEVELOPMENT PROJECT, the DEVELOPER has applied to the CITY for approval of the DEVELOPMENT PLANS and FINAL PLAT for LEGACY WOODS; and

WHEREAS, in conjunction with the granting of these approvals, the CITY requires the installation and/or availability of private utilities (septic and well), public streets, storm sewer pipes, ponds, and other facilities; and

WHEREAS, under authority granted to it, including Minnesota Statutes Chapters 412, 429, and 462, the COUNCIL approved the FINAL PLAT and DEVELOPMENT PLANS on the following conditions:

1. That the DEVELOPER enters into this DEVELOPMENT AGREEMENT, which contract defines the work which the DEVELOPER undertakes to complete; and
2. The DEVELOPER shall provide an irrevocable letter of credit or cash deposits in the amounts and with conditions satisfactory to the CITY, providing for assurance of payment for the actual construction and installation of the improvements in the DEVELOPMENT PLANS, as specified and required by the CITY.

WHEREAS, the DEVELOPMENT PLANS were prepared by a registered professional engineer and have been submitted to and approved by the CITY ENGINEER.

NOW, THEREFORE, subject to the terms and conditions of this DEVELOPMENT AGREEMENT and in reliance upon the representations, warranties and covenants of the parties herein contained, the CITY and DEVELOPER agree as follows:

ARTICLE 1
DEFINITIONS

1.1. TERMS. The following terms, unless elsewhere defined specifically in the DEVELOPMENT AGREEMENT, shall have the following meanings as set forth below.

1.2. BUILDER. “BUILDER” means an entity that will be constructing a residence on a lot in the FINAL PLAT.

1.3. CITY. “CITY” means the City of Dayton, a Minnesota municipal corporation.

1.4. CITY ENGINEER. “CITY ENGINEER” means the City Engineer of the City of Dayton or delegates.

1.5. CITY WARRANTIES. “CITY WARRANTIES” means all CITY WARRANTIES identified in Article 12 of this DEVELOPMENT AGREEMENT.

1.6. COMMUNITY DEVELOPMENT DIRECTOR. “COMMUNITY DEVELOPMENT DIRECTOR” means the Community Development Director of the City of Dayton or delegates.

1.7. COUNCIL. “COUNCIL” means the Council of the City of Dayton.

1.8. COUNTY. “COUNTY” means Hennepin County or Wright County, Minnesota.

1.9. DEVELOPER. “DEVELOPER” means Legacy Woods, LLC, a Minnesota Limited Liability Company.

1.10. DEVELOPER DEFAULT. “DEVELOPER DEFAULT” means and includes, jointly and severally, any of the following or any combination thereof:

- a) failure by the DEVELOPER to timely pay the CITY any money required to be paid under the DEVELOPMENT AGREEMENT;
- b) failure by the DEVELOPER to timely construct the DEVELOPER IMPROVEMENTS according to the DEVELOPMENT PLANS and the CITY standards and specifications;
- c) failure by the DEVELOPER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT AGREEMENT; or
- d) breach of the DEVELOPER WARRANTIES.

1.11. DEVELOPER IMPROVEMENTS. “DEVELOPER IMPROVEMENTS” means and includes, individually and collectively, all the improvements identified in Article 4.

1.12. DEVELOPER WARRANTIES. “DEVELOPER WARRANTIES” means all DEVELOPER WARRANTIES identified in Article 10 of this DEVELOPMENT AGREEMENT.

1.13. DEVELOPMENT AGREEMENT. “DEVELOPMENT AGREEMENT” means this instant agreement by and among the CITY and DEVELOPER.

1.14. DEVELOPMENT PLANS. “DEVELOPMENT PLANS” means all the street infrastructure, utility and grading plans, drawings, specifications, and surveys dated **May 2, 2025** and prepared by Sathre-Berguist, Inc, including all revisions approved by the CITY ENGINEER, hereby incorporated by reference and made a part of this DEVELOPMENT AGREEMENT.

1.15. DEVELOPMENT PROJECT. “DEVELOPMENT PROJECT” means a Residential development to be known as LEGACY WOODS that will be constructed on the DEVELOPMENT PROPERTY that is substantially in conformance with the FINAL PLAT.

1.16. DEVELOPMENT PROPERTY. “DEVELOPMENT PROPERTY” means that real property legally described on Exhibit A, attached hereto, upon which the DEVELOPMENT PROJECT will be constructed.

1.17. FINAL ACCEPTANCE. “FINAL ACCEPTANCE” means all conditions of a DEVELOPER IMPROVEMENT have been completed and approved by the CITY ENGINEER or COMMUNITY DEVELOPMENT DIRECTOR.

1.18. FINAL PLAT. “FINAL PLAT” means the FINAL PLAT, approved by the COUNCIL on March 24, 2026, attached hereto as Exhibit B.

1.19. FORCE MAJEURE. “FORCE MAJEURE” means acts of God, including, but not limited to floods, ice storms, blizzards, tornadoes, landslides, lightning and earthquakes (but not including reasonably anticipated weather conditions for the geographic area), riots, global pandemics, insurrections, war or civil disorder affecting the performance of work, blockades, power or other utility failures, and fires or explosions.

1.20. FORMAL NOTICE. “FORMAL NOTICE” means notices given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, addressed as follows:

If to CITY: City of Dayton
Attention: City Administrator
12260 South Diamond Lake Road
Dayton, MN 55327

If to DEVELOPER: Luke Konewko
7325 EVEREST LN N
MAPLE GROVE, MN 55311-3824
United States

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed as provided above, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

1.21. INDIRECT COSTS. “INDIRECT COSTS” means the costs related to:

- a) Finance, administration and legal costs; and

- b) Engineering services performed by CITY Staff; and
- c) Testing and Right of Way services; and
- d) Consulting engineering services.

1.22. OTHER REGULATORY AGENCIES. “OTHER REGULATORY AGENCIES” means and includes, individually and collectively, the following:

- a) Minnesota Department of Transportation
- b) Hennepin or Wright County
- c) Hennepin County Highway Department
- d) Elm Creek Watershed Management Commission
- e) Minnesota Department of Health
- f) Minnesota Pollution Control Agency
- g) Metropolitan Council
- h) Minnesota Department of Natural Resources
- i) Minnesota Board of Water and Soil Resources
- j) Any other regulatory or governmental agency or entity affected by or having jurisdiction over the DEVELOPER IMPROVEMENTS.

1.23. PRELIMINARY PLAT. “PRELIMINARY PLAT” means the preliminary plat approved by the COUNCIL.

1.24. SITE IMPROVEMENTS. “SITE IMPROVEMENTS” or “IMPROVEMENTS” means and includes, individually and collectively, all the improvements identified on Exhibit C and in Article 3.

1.25. UTILITY COMPANIES. “UTILITY COMPANIES” means and includes, jointly and severally, the following:

- a) Utility companies, including electric, gas and cable; and
- b) Pipeline companies.

ARTICLE 2
FINAL PLAT APPROVAL

2.1. FINAL PLAT APPROVAL. The COUNCIL approved the FINAL PLAT. All conditions contained in the COUNCIL Resolution for the FINAL PLAT shall be considered a condition of this DEVELOPMENT AGREEMENT and are incorporated herein.

2.2. RECORDING OF FINAL PLAT. The DEVELOPER shall record the FINAL PLAT and this DEVELOPMENT AGREEMENT with the COUNTY Recorder. No building permits shall be issued unless the DEVELOPER shows evidence to the CITY that the FINAL PLAT and this DEVELOPMENT AGREEMENT have been recorded with the COUNTY Recorder and the CITY has received the financial obligations required in Article 15.

ARTICLE 3 **SITE IMPROVEMENTS**

3.1. SITE IMPROVEMENTS. The DEVELOPER shall construct and install, at its own cost, all SITE IMPROVEMENTS as follows in accordance with industry standards for making public improvements

- Streets
- Storm sewers and storm water holding areas
- Landscaping
- Grading
- Wetland buffers
- Setting of iron monuments, surveying and staking
- Street signs, traffic control signs, and street lighting

The estimated costs of the SITE IMPROVEMENTS are on Exhibit C.

3.2. AREA CHARGES. The CITY imposes area charges for storm sewer impacts to all new developments pursuant to City Code Section 1002.09, (Basic Improvements Required) and the Fee Schedule. Such Area Charges are identified on Exhibit C.

ARTICLE 4 **DEVELOPER IMPROVEMENTS**

4.1. DEVELOPER IMPROVEMENTS. The DEVELOPER shall install, at its own cost, the DEVELOPER IMPROVEMENTS in accordance with the DEVELOPMENT PLANS and in accordance with the approvals of the CITY Council, and all ordinances and PRELIMINARY and FINAL PLAT resolutions of the CITY or any amendments thereto and any Miscellaneous Requirements and Conditions on Exhibit D.

4.2. GROUND MATERIAL. The DEVELOPER shall ensure that adequate and suitable ground material shall exist in the areas of public street and utility improvements and shall guarantee the removal, replacement or repair of substandard or unstable material through the warranty period. The cost of said removal, replacement or repair is the responsibility of the DEVELOPER.

4.3. GRADING/DRAINAGE PLAN, EASEMENTS AND HOURS OF CONSTRUCTION ACTIVITIES.

- a) The DEVELOPER shall construct drainage facilities adequate to serve the DEVELOPMENT PROJECT in accordance with the DEVELOPMENT PLANS. The DEVELOPER agrees to grant to the CITY all necessary outlots and easements for the access to and preservation and maintenance of the drainage system, for drainage basins and for utility service and for utility looping. The DEVELOPER shall enter into any easement agreements and stormwater maintenance agreements with the CITY that are deemed necessary to fulfill the obligations of this Section and required in Exhibit D. The grading and drainage plan shall include lot and building elevations, drainage swales to be seeded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform to the overall CITY storm sewer plan. The grading of the site shall be completed in conformance with the DEVELOPMENT PLANS, subject only to such design criteria and engineering design and construction specifications as are used in the DEVELOPMENT PLANS notwithstanding any amendment or change to CITY standards for development subsequent to approval of the FINAL PLAT.
- b) The DEVELOPER shall dedicate drainage and utility easements as shown on the FINAL PLAT. Additional utility and drainage easements that may be required by the CITY may be granted by an acceptable document as approved by the CITY. Prior to issuance of a certificate of occupancy to a BUILDER for any dwelling unit constructed on a lot within the subdivision, a certificate of compliance by a land surveyor must be submitted to the CITY by the BUILDER reflecting conformance with the approved grading plan and confirming that the lot corner monuments are installed. The DEVELOPER shall provide the CITY an as-built survey of the DEVELOPMENT PROPERTY in PDF and AUTOCAD format after the final rough grading is complete for review and approval by the CITY ENGINEER prior to development utility installation.
- c) Building construction and general construction activities are limited to Monday through Friday between the hours 7:00 AM and 7:00 PM and on Saturday between the hours of 8:00 AM and 4:00 PM. Site grading/excavation and street and utility construction activities are limited to Monday through Friday between the hours 7:00 AM and 7:00 PM and on Saturday between the hours of 8:00 AM and 4:00 PM. Building construction and construction activities are not allowed on CITY-observed holidays, unless agreed to in advance by the CITY ENGINEER.

4.4. GRADING OF PUBLIC STREETS. The DEVELOPER must grade, in accordance with the grading plan provided to and approved by the CITY, all public streets, boulevards, driveways and other public lands, if any, and other lands shown in the approved grading plan. If the DEVELOPER does not perform the work required by this paragraph, the CITY will complete all work required of the DEVELOPER. The DEVELOPER will be financially responsible for payments for this work, which will be assessed as provided in Section 16.2.

4.5. INTERIM BITUMINOUS STREET. The DEVELOPER is responsible for the replacement of any damaged curb. The BUILDER will be responsible to preserve and protect the

public roadway and Final acceptance of the required improvements by the CITY will not be granted until all work, including final wear course, is completed. The DEVELOPER shall install the bituminous wear course of streets at the direction of the CITY ENGINEER but not before two freeze/thaw cycles.

4.6. PUBLIC STREET MAINTENANCE. The DEVELOPER is responsible for all maintenance, upkeep and repair of all public streets contained within the FINAL PLAT from initiation of construction through final acceptance by the CITY.

4.7. STREET SWEEPING. The DEVELOPER is responsible for the removal of all construction debris and earth materials within the public right-of-way typically resulting from new home construction activities. The CITY will inspect the roadways to ensure the DEVELOPER is keeping all public roadway surfaces clean. If any portion of a public roadway surface is found in an unacceptable condition, the CITY will have appropriate equipment dispatched to the site and all costs associated with the clean-up effort will be billed to the DEVELOPER. The DEVELOPER shall pay the CITY's invoice within 30 days of the date of the invoice.

4.8. STREET SIGNS. The DEVELOPER shall be financially responsible for the installation of street identification signs and non-mechanical and non-electrical traffic control signs. Street signs will be in conformance with CITY standards. Final street names will be approved by the CITY. The actual number and location of signs to be installed shall be determined by the CITY and actual installation shall be performed by CITY authorized personnel.

4.9. RESERVED

4.10. BOULEVARD AND AREA RESTORATION. All boulevards shall be permanently seeded within 30 days of final grading. The DEVELOPER shall restore all other areas disturbed by the development grading operation in accordance with the approved DEVELOPMENT PLANS, over the entire FINAL PLAT. Upon request of the CITY ENGINEER, the DEVELOPER shall remove the silt fences, biolog, inlet protection, and construction entrance after grading and construction have occurred.

4.11. LOT CORNER MONUMENTS. The DEVELOPER shall install all subdivision lot corner monumentation within one year from the date of recording the FINAL PLAT, or the monumentation shall be installed on a per lot basis at the time the building permit for the subject lot is issued, whichever occurs first. At the end of the one-year period from recording of this DEVELOPMENT AGREEMENT, the DEVELOPER shall submit to CITY ENGINEER written verification by a registered land surveyor that the required monuments have been installed throughout the FINAL PLAT.

4.12. RESERVED.

4.13. STREET MAINTENANCE, RESTORATION, ACCESS AND REPAIR DURING CONSTRUCTION. The DEVELOPER shall clear, on a daily basis, any soil, earth or debris from the streets and wetlands within or adjacent to the FINAL PLAT resulting from the grading or building on the land within the FINAL PLAT by the DEVELOPER or its agents, and shall restore

to the CITY's specifications any gravel base contaminated by mixing construction or excavation debris, or earth in it, and repair to the CITY's specifications any damage to bituminous surfacing resulting from the use of construction equipment.

Furthermore, the DEVELOPER shall maintain reasonable access to any occupied buildings within the FINAL PLAT, including necessary street maintenance such as grading, graveling, patching and snow removal prior to permanent street surfacing. The DEVELOPER agrees to perform and assume all responsibilities relating to snow removal and ice control, if the streets have not been accepted for winter maintenance by the CITY ENGINEER by October 15. Completion of the work described in the paragraph shall be completed within fifteen (15) days after notice by the CITY to the DEVELOPER that repair or restoration is required. Saturday working hours for the site grading/street and utility construction shall be 8:00 a.m. – 4:00 p.m.

4.14. OCCUPANCY AND ACCESS. No building permit for any lot shall be issued until the DEVELOPER has constructed a temporary access consisting of a bituminous surface base that is acceptable in design by the CITY and the conditions on Exhibit D have been followed. Special consideration may be given for model home building permits if approved by the CITY's Building Official and Fire Marshal as follows:

- i. Model home permits may be issued after Class V gravel base and water utilities have been installed to serve the lots for the model homes so long as "Out of Service" hydrant tags have been installed on all out of service hydrants within the development.

No temporary certificate of occupancy for any lot shall be issued until the DEVELOPER has constructed a temporary bituminous roadway that is accessible in design by the CITY and water and sanitary sewer improvements are installed, tested, televised, reviewed and available for use, unless approved by the CITY ENGINEER, FIRE MARSHAL, AND BUILDING OFFICIAL. Hydrant tags must also be removed. No certificate of occupancy for any lot within the FINAL PLAT shall be issued until the first lift of street pavement has been installed. Furthermore, the DEVELOPER is responsible for the construction and cost of constructing any necessary temporary bituminous roadway before the public roadway is constructed and shall maintain reasonable access to any occupied home or homes, including necessary street maintenance prior to permanent street improvements that are accepted by the CITY.

4.15. DRIVEWAYS. Upon building a residence on a lot, the BUILDER shall construct a concrete or bituminous surface driveway for the lot in accord with CITY approved standards. For a lot for which a certificate of occupancy is issued between August 1 and May 1 of the following year, completion of the work described in this paragraph must be completed by June 15; for a lot for which a certificate of occupancy is issued between May 1 and July 31, completion of the work described in this paragraph shall be completed by September 15.

4.16. VEGETATION AND TREES. The DEVELOPER shall comply with CITY ordinances and policies related to preservation of vegetation and trees and specifically shall exercise reasonable efforts in residential areas to save mature, non-diseased trees and vegetation on the subject land which do not have to be removed for reasonable installation of buildings, streets, utilities or

drainage improvements, construction activities related thereto, or site grading. Prior to any excavation, the DEVELOPER shall install tree protection on all trees that are to be saved and to mark trees such trees with a red band prior to any excavation. All diseased trees shall be removed according to CITY ordinance requirements.

4.17. LANDSCAPING. The responsibility for landscaping requirements are as follows:

- a) The DEVELOPER is responsible for:
 - i. Installing all landscaping improvements shown on the DEVELOPER's approved landscape plan.
 - ii. Seeding and mulching areas of disturbed soil.
- b) The DEVELOPER will be financially responsible for the work outlines in Section 4.17(a), which shall be secured by a Letter of Credit or cash deposit described in Exhibit C.
- c) The DEVELOPER or BUILDER shall be responsible for installing all additional landscaping on individual lots.

4.18. EROSION CONTROL. The DEVELOPER shall provide and follow a plan for erosion control and pond maintenance in accord with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency's on-line Stormwater Manual and as stated in the grading permit issued by the CITY. Such plan shall be detailed on the DEVELOPMENT PLANS and shall be subject to approval of the CITY ENGINEER. The DEVELOPER shall install and maintain such erosion control structures as appear necessary under the DEVELOPMENT PLANS, or as it becomes necessary subsequent thereto. The DEVELOPER shall be responsible for all damage caused as the result of grading and excavation within the FINAL PLAT including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until all lots are final graded and improvements are completed. As a portion of the erosion control plan, the DEVELOPER shall seed or sod any disturbed areas in accordance with the DEVELOPMENT PLANS. After the site is rough graded, the DEVELOPER must provide erosion control devices that are reasonably required by the CITY. The parties recognize that time is of the essence in controlling erosion. If the DEVELOPER does not provide erosion control, the CITY may, after a twenty-four (24) hour notice, take appropriate action to control erosion. The CITY may, without notice draw upon any posted financial guarantee to pay costs incurred by the CITY in controlling erosion within the FINAL PLAT, or at the CITY's option, assess the additional costs incurred as part of the DEVELOPER IMPROVEMENTS.

4.19. PROHIBITION ON TRANSFER OF RESPONSIBILITY. The DEVELOPER must not transfer or assign its responsibility to perform the requirements of street sweeping, street signs, street maintenance, restoration, access and repair, landscaping, and erosion control to any lot purchaser or BUILDER of a home on any lot within the FINAL PLAT. Notwithstanding the foregoing, it is agreed that DEVELOPER may transfer its responsibility for sod installation, provided DEVELOPER remains liable for the performance thereof and it is understood and agreed that upon transfer of the NPDES permit to the BUILDER or buyer of an individual lot, all responsibilities subsumed under the said NPDES permit specific to the subject lot shall, thereafter, be the BUILDER's or buyer's responsibility and not DEVELOPER's responsibility.

4.20. WEED/GRASS MAINTENANCE. The DEVELOPER must not allow or permit within the FINAL PLAT, excluding land deeded to the CITY for public purposes, any weeds, grass, brush, or other rank vegetation to a height greater than eight (8) inches, or permit any accumulation of dead weeds, grass or brush. In the event the DEVELOPER fails to comply with this provision, the CITY may give the DEVELOPER notice to cut or remove material in violation of this paragraph. All costs of cutting or removing incurred by the CITY must be paid by the DEVELOPER or assessed against the property that is in violation. The DEVELOPER shall maintain all CITY outlots until acceptance in writing by the CITY.

4.21 SPECIFICATIONS, INSPECTIONS AND RECORD DRAWINGS. Unless otherwise stated, all of the required improvements for the DEVELOPMENT PROJECT shall conform to engineering standards and specifications as required by the CITY. Such DEVELOPER IMPROVEMENTS shall be subject to inspection and approval and shall be made in sequence as determined by the CITY ENGINEER. Plans and specifications for the required improvements shall be submitted to the CITY ENGINEER in a type and format specified by the CITY ENGINEER for review and approval. The DEVELOPER shall retain a testing consultant, approved by the CITY, to complete necessary third-party testing of all materials, soil compaction and other infrastructure systems as required by CITY infrastructure specifications, and shall direct that the consultant provide copies of all test reports to the CITY at the same time as they are provided to the DEVELOPER. The DEVELOPER shall provide proof to the CITY prior to the onset of construction activities that it has a valid contract with said testing consultant. If any utility or other improvements are required as part of the CITY'S approval process, those improvements shall be inspected by a CITY designated inspector for compliance with CITY standards and the approved DEVELOPMENT PLANS. The CITY ENGINEER shall determine the estimated cost of inspection services which amount is set forth in Exhibit C. The CITY will pay all improvement inspection costs incurred from escrowed funds deposited with the CITY by the DEVELOPER in an amount estimated on Exhibit C, but the DEVELOPER shall pay the actual amount determined by the CITY ENGINEER. Excess funds will be returned to the DEVELOPER upon completion and acceptance of the DEVELOPMENT PROJECT. If escrowed funds deposited with the CITY are insufficient to cover the inspection costs, the DEVELOPER shall deposit additional funds to cover the estimated overage in accordance with this Section. The COMMUNITY DEVELOPMERN DIRECTOR will notify the DEVELOPER when the escrow must be replenished, and the DEVELOPER agrees to replenish the escrow account in the amount requested by the COMMUNITY DEVELOPMENT DIRECTOR within ten (10) calendar days. If the DEVELOPER fails to replenish the escrow, then the CITY may pause inspections until the escrow is replenished. Upon completion of the required DEVELOPER IMPROVEMENTS the DEVELOPER'S engineer of record shall send as-built grading and utility drawings and certifying compliance to the CITY'S engineering standards and specifications and with those costs paid by the DEVELOPER.

ARTICLE 5
PARK CONTRIBUTION REQUIREMENTS

5.1. PARK DEDICATION. The DEVELOPER shall comply with the park dedication requirements as defined in City Code 1002.08, Subd 10 (Dedication of Lands for Public Purposes). Park dedication fees identified in Exhibit C must be paid prior to the release of the FINAL PLAT.

ARTICLE 6
PERMITS, LICENSES AND OTHER APPROVALS

6.1. PERMITS. The DEVELOPER shall obtain all necessary approvals, permits and licenses from the CITY, the OTHER REGULATORY AGENCIES and the UTILITY COMPANIES, as identified on Exhibit E. Major design requirements of any such entities shall be determined prior to completion and incorporated into the DEVELOPMENT PLANS. All costs incurred to obtain said approvals, permits and licenses, and also all fines or penalties levied by any agency due to the failure of the DEVELOPER to obtain or comply with conditions of such approvals, permits and licenses, shall be paid by the DEVELOPER. The DEVELOPER shall defend and hold the CITY harmless from any action initiated by the OTHER REGULATORY AGENCIES and the UTILITY COMPANIES resulting from such failures of the DEVELOPER.

ARTICLE 7
OTHER DEVELOPMENT REQUIREMENTS

7.1. MISCELLANEOUS REQUIREMENTS. Any additional requirements to approval of the FINAL PLAT and DEVELOPMENT PLANS as specified by the COUNCIL are incorporated herein and identified on Exhibit D.

7.2. CUL DE SAC REMOVAL. DEVELOPER shall remove the temporary cul de sac on Thicket Lane N and restore the area as necessary, including seed.

7.3. TREE PRESERVATION. The DEVELOPER shall comply with the tree preservation and protection as shown the DEVELOPER's approved tree preservation plan.

7.4. CONSERVATION EASEMENT. The Developer shall record a Conservation Easement in favor of the CITY (see Exhibit H).

7.5. A-3 ZONING DISTRICT COMPLIANCE. The Developer shall execute a declaration of restrictive covenant, the form of which is set forth in Exhibit G.

ARTICLE 8
WARRANTY PERIOD

8.1. WARRANTY PERIOD. CITY ENGINEER or COMMUNITY DEVELOPMENT DIRECTOR, as deemed appropriate depending on the type of DEVELOPER IMPROVEMENTS, will provide written notice to the DEVELOPER of FINAL ACCEPTANCE and commencement of the warranty period.

8.2. WARRANTY ON PROPER WORK AND MATERIALS. The DEVELOPER warrants all work required to be performed by it under this DEVELOPMENT AGREEMENT

against defective material and faulty workmanship after FINAL ACCEPTANCE for the period of time as stated below:

- a) One (1) growing season for sod, trees, and landscaping. The warranty shall commence after inspection by the CITY. All plants shall be alive, of good quality, and disease-free at the end of the warranty period or be replaced. Any replacements shall be warranted for one (1) growing season from the time of inspection by the CITY.
- b) One (1) year for streets. The warranty shall include the obligation of the DEVELOPER to repair and correct any damage to or deficiency in such improvements during the warranty period. The warranty period shall commence after the final wear course has been installed and accepted by the CITY.
- c) Two (2) years for storm water utilities. The warrant period shall commence following competition and acceptance by the CITY.

ARTICLE 9
RESPONSIBILITY FOR COSTS

9.1. DEVELOPER AND SITE IMPROVEMENT COSTS. The DEVELOPER shall pay for the DEVELOPER IMPROVEMENTS and SITE IMPROVEMENTS, including all costs of persons doing work or furnishing skills, tools, machinery or materials, or insurance premiums or equipment or supplies and all just claims for the same. The CITY shall be under no obligation to pay the contractor or any subcontractor any sum whatsoever on account thereof, whether or not the CITY shall have approved the contract or subcontract. Such SITE IMPROVEMENTS are identified on Exhibit C.

The DEVELOPER is responsible for contracting and paying for the street and utility testing costs. The CITY's designated inspector on the DEVELOPMENT PROJECT will coordinate the street and utility testing activities. All testing reports shall be sent to the CITY with a copy to the DEVELOPER.

If deductions are owed on the street and utility construction pursuant to the MNDOT standards for construction, then these deductions will be paid by DEVELOPER to CITY within thirty (30) days after DEVELOPER receives notices of such deductions.

9.2. MISCELLANEOUS AND AREA CHARGES. The DEVELOPER shall reimburse the CITY for all miscellaneous costs and Area Charges incurred or to be incurred by the CITY in connection with this DEVELOPMENT AGREEMENT. Such costs are identified on Exhibit C.

9.3. ENFORCEMENT COSTS. The DEVELOPER shall pay the CITY for costs incurred in the enforcement of this DEVELOPMENT AGREEMENT, including engineering costs and reasonable attorneys' fees.

9.4. TIME OF PAYMENT. The DEVELOPER shall pay all bills from the CITY within thirty (30) days after billing. Bills not paid within thirty (30) days shall bear interest at the rate of eight percent (8%) per year.

ARTICLE 10
DEVELOPER WARRANTIES

10.1. STATEMENT OF DEVELOPER WARRANTIES. The DEVELOPER hereby warrants and represents the following:

- a) **AUTHORITY.** The DEVELOPER is the fee title owner of the DEVELOPER parcels identified in the DEVELOPMENT PROPERTY on Exhibit A and in the FINAL PLAT and has the right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT AGREEMENT, and no approvals or consents of any persons are necessary in connection with the authority of DEVELOPER to enter into and perform its obligations under this DEVELOPMENT AGREEMENT.
- b) **NO DEFAULT.** The DEVELOPER is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this DEVELOPMENT AGREEMENT. The DEVELOPER is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this DEVELOPMENT AGREEMENT by the DEVELOPER or prohibit any of the transactions provided for in this DEVELOPMENT AGREEMENT.
- c) **PRESENT COMPLIANCE WITH LAWS.** The DEVELOPER has complied with and is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the FINAL PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS. The DEVELOPER is not aware of any pending or threatened claim of any such violation.
- d) **CONTINUING COMPLIANCE WITH LAWS.** The DEVELOPER will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the FINAL PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS.
- e) **NO LITIGATION.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or threatened against or affecting DEVELOPER or the FINAL PLAT or the DEVELOPMENT PLANS or the DEVELOPER IMPROVEMENTS. The DEVELOPER is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.
- f) **FULL DISCLOSURE.** None of the representatives and warranties made by the DEVELOPER or made in any exhibit hereto or memorandum or writing furnished or

to be furnished by the DEVELOPER or on its behalf intentionally contains or will contain any untrue statement of material fact or intentionally omit any material fact the omission of which would be misleading. Any unintentional untrue statements or omissions shall be corrected or cured within thirty (30) days after the DEVELOPER receives FORMAL NOTICE or obtains knowledge of such error, unless an extension is granted by the CITY.

- g) **PLAT COMPLIANCE.** The FINAL PLAT and the DEVELOPMENT PLANS comply with all CITY, COUNTY, metropolitan, state and federal laws and regulations, including but not limited to, subdivision ordinances, zoning ordinances and environmental regulations.
- h) **OBTAINING PERMITS.** The DEVELOPER shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before the DEVELOPER IMPROVEMENTS may be lawfully constructed. A list of the CITY permits, licenses, and approvals required is identified on Exhibit E.
- i) **HOMEOWNERS’ ASSOCIATION.** The DEVELOPER shall set up a Homeowners’ Association that governs the rights and responsibilities of the individual property owners prior to release of the PLAT. The DEVELOPER shall specifically incorporate the responsibilities of the Homeowners’ Association that are identified in this DEVELOPMENT AGREEMENT as being the responsibilities of the Homeowners’ Association as identified on Exhibit F.

ARTICLE 11
OVERSIZING OF INFRASTRUCTURE OR FACILITIES

11.1 **RESERVED.**

11.2 **RESERVED.**

ARTICLE 12
CITY WARRANTIES

12.1. **STATEMENT OF CITY WARRANTIES.** The CITY hereby warrants and represents as follows:

- a) **ORGANIZATION.** The CITY is a municipal corporation duly incorporated and validly existing in good standing the laws of the State of Minnesota.

ARTICLE 13
INDEMNIFICATION OF CITY

13.1. INDEMNIFICATION OF CITY. Provided the CITY is not in DEFAULT under the DEVELOPMENT AGREEMENT with respect to the particular matter causing the claim, loss or damage, the DEVELOPER shall indemnify, defend and hold the CITY, its COUNCIL, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the CITY incurs or suffers, which arise out of, result from or relate to:

- a) breach by the DEVELOPER of the DEVELOPER WARRANTIES;
- b) failure of the DEVELOPER to timely construct the DEVELOPER IMPROVEMENTS according to the DEVELOPMENT PLANS and the CITY ordinances, standards and specifications;
- c) failure by the DEVELOPER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT AGREEMENT;
- d) failure by the DEVELOPER to pay contractors, subcontractors, laborers, or materialmen;
- e) failure by the DEVELOPER to pay for materials;
- f) approval by the CITY of the FINAL PLAT;
- g) approval by the CITY of the DEVELOPMENT PLANS;
- h) failure to obtain the necessary permits and authorizations to construct the DEVELOPER IMPROVEMENTS;
- i) construction of the DEVELOPER IMPROVEMENTS;
- j) delays in construction of the DEVELOPER IMPROVEMENTS;
- k) payment by the DEVELOPER for any required costs or assessments;
- l) all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the DEVELOPER IMPROVEMENTS.

13.2. NOTICE. Within a reasonable period of time after the CITY's receipt of actual notice of any matter giving rise to a right of payment against the CITY pursuant to Section 13.1, the CITY shall give the FORMAL NOTICE in reasonable detail to the DEVELOPER. The DEVELOPER shall not be obligated to make any payment to the CITY for any such claim until the passage of thirty (30) days from the date of its receipt of FORMAL NOTICE from the CITY, during which time the DEVELOPER shall have the right to cure or remedy the event leading to such claim.

13.3. DEFENSE OF CLAIM. Provided the CITY is not in DEFAULT under the DEVELOPMENT AGREEMENT with respect to the particular matter causing the claim or demand, with respect to claims or demands asserted against the CITY by a third party of the nature covered by Section 13.1, and provided that the CITY gives FORMAL NOTICE thereof, the DEVELOPER will, at its sole expense, provide for the defense thereof with counsel of its own selection but approved by the CITY. The DEVELOPER will pay all costs and expenses including attorneys' fees incurred in so defending against such claims, provided that the CITY shall at all times also have the right to fully participate in the defense at the CITY's expense. If the DEVELOPER fails to defend, the CITY shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the claim or other matter, for the account of and at the risk of the DEVELOPER.

ARTICLE 14
CITY REMEDIES UPON DEVELOPER DEFAULT

14.1. CITY REMEDIES. If a DEVELOPER DEFAULT occurs, that is not caused by FORCE MAJEURE, the CITY shall give the DEVELOPER FORMAL NOTICE of the DEVELOPER DEFAULT and the DEVELOPER shall have thirty (30) days to cure the DEVELOPER DEFAULT. If the DEVELOPER, after FORMAL NOTICE to it by the CITY, does not cure the DEVELOPER DEFAULT, then the CITY may avail itself of any remedy afforded by law and any of the following remedies:

- a) the CITY may specifically enforce this DEVELOPMENT AGREEMENT;
- b) the CITY may suspend any work, improvement or obligation to be performed by the CITY;
- c) the CITY may collect or draw on the irrevocable letter of credit ("LOC") or cash deposit pursuant to Article 15 hereof;
- d) the CITY may suspend or deny building and occupancy permits for buildings within the FINAL PLAT; or
- e) the CITY may, at its sole option, perform the work or improvements to be performed by the DEVELOPER, in which case the DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any costs and expenses incurred by the CITY. In the alternative, the CITY may in whole or in part, specially assess any of the costs and expenses incurred by the CITY, and the DEVELOPER hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessment resulting therefrom, including, but not limited to, notice and hearing requirement and any claim that the special assessments exceed benefit to the FINAL PLAT. The DEVELOPER hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

14.2. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. In the event any agreement contained in this DEVELOPMENT AGREEMENT is breached by the DEVELOPER and thereafter waived in writing by the CITY, such waiver shall be limited to the particular breach so

waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder. All waivers by the CITY must be in writing.

14.3. NO REMEDY EXCLUSIVE. No remedy herein conferred upon or reserved to the CITY shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the DEVELOPMENT AGREEMENT or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the CITY to exercise any remedy reserved to it, it shall not be necessary to give notice, other than the FORMAL NOTICE.

14.4. EMERGENCY. Notwithstanding the requirement contained in Section 14.1 hereof relating to FORMAL NOTICE to the DEVELOPER in case of a DEVELOPER DEFAULT and notwithstanding the requirement contained in Section 14.1 hereof relating to giving the DEVELOPER a right to cure the DEVELOPER DEFAULT, in the event of an emergency as determined by the CITY ENGINEER, resulting from the DEVELOPER DEFAULT, the CITY may perform the work or improvement to be performed by the DEVELOPER without giving any notice or FORMAL NOTICE to the DEVELOPER and without giving the DEVELOPER the right to cure the DEVELOPER DEFAULT. In such case, the DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any and all costs incurred by the CITY. In the alternative, the CITY may, in whole or in part, specially assess the costs and expenses incurred by the CITY, and the DEVELOPER hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessments resulting therefrom, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed benefit to the FINAL PLAT. The DEVELOPER hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

ARTICLE 15 **FINANCIAL OBLIGATIONS**

15.1. DEVELOPER'S LETTER OF CREDIT AMOUNT. Prior to release of the FINAL PLAT for recording, the DEVELOPER shall deposit with the CITY an irrevocable letter of credit for the amounts required in Exhibit C. The letter of credit shall be for 120% of the original cost of the DEVELOPER IMPROVEMENTS. In lieu of an irrevocable letter of credit, DEVELOPER may deposit cash or other security acceptable to CITY. It is the CITY's sole discretion to accept other security.

All cost estimates shall be acceptable to the CITY ENGINEER. The bank and form of the irrevocable letter of credit shall be subject to approval by the CITY Finance Director and shall continue to be in full force and effect until released by the CITY. The irrevocable LOC shall be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates, and further provided that the irrevocable LOC states that at least sixty (60) days prior to the expiration date the bank will notify the CITY if the bank elects not to renew for an additional period. The irrevocable LOC shall secure compliance by the DEVELOPER with the terms of this DEVELOPMENT AGREEMENT. The CITY may draw down on the irrevocable LOC

or cash deposit, without any further notice than that provided in Section 14.1 relating to a DEVELOPER DEFAULT, for any of the following reasons:

- a) a DEVELOPER DEFAULT; or
- b) upon the CITY receiving notice that the irrevocable LOC will be allowed to lapse prior to the end of the warranty periods in this DEVELOPMENT AGREEMENT.

The CITY shall use the letter of credit proceeds to reimburse the CITY for its costs and to cause the DEVELOPER IMPROVEMENTS to be constructed to the extent practicable; if the CITY ENGINEER determines that such DEVELOPER IMPROVEMENTS have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 15.2, the remaining proceeds shall be distributed to the DEVELOPER.

With CITY approval, the irrevocable letter of credit may be reduced pursuant to Section 15.2 from time to time as financial obligations are paid.

15.2. LETTER OF CREDIT AND ESCROW RELEASE. The DEVELOPER may request that the letter of credit or cash deposits required by the DEVELOPMENT AGREEMENT be reduced at the following intervals:

- a) Substantial completion of the mass site grading activities;
- b) Final completion of the mass site grading activities;
- c) Substantial completion of the storm sewer installation;
- d) Substantial completion of the streets and streetlights;
- e) Final completion of the initial public improvements.

The letter of credit or cash deposits may be administratively reduced by the CITY ENGINEER by 50% after full installation or completion of the aforementioned items, pending verification of as-builts and completion of punch list items. Upon verification of as-builts that confirm the location and construction of the aforementioned items and completion of punch list items, the DEVELOPER may request the letter of credit or cash deposits be reduced by 90% of the original amounts.

Following the expiration of the warranty periods, all letters of credit and cash escrows will be released.

If it is determined by the CITY that the DEVELOPMENT PLANS were not strictly adhered to, or that work was done without CITY inspection, the CITY may require, as a condition of acceptance, that the DEVELOPER post an irrevocable letter of credit, or cash deposit equal to 120% of the estimated amount necessary to correct the deficiency or to protect against deficiencies arising therefrom. In the event that work, which is concealed, was done without permitting CITY inspection, then the CITY may, in the alternative, require the concealed condition to be exposed for inspection purposes. Letter of credit reductions will be processed within 30 days of DEVELOPER request.

15.3. DEVELOPER'S CASH REQUIREMENTS AND ESCROWS . At the time that the DEVELOPMENT AGREEMENT is approved, the DEVELOPER shall deposit cash to pay the fees and fund escrows with the CITY for those items and in the amounts required on Exhibit C.

15.4. BUILDER'S CASH FEES AND CASH ESCROW REQUIREMENTS. The DEVELOPER shall notify each BUILDER that certain building permit fees and an escrow shall be required prior to the issuance of a building permit for each lot for those items and in the amount stated on Exhibit H, attached hereto. If the DEVELOPER is the only BUILDER pulling building permits, the CITY, in its sole discretion, may accept an irrevocable LOC from the DEVELOPER for each lot, in an amount equal to or exceeding the total amount of cash escrow requirement that would otherwise be required under this paragraph.

ARTICLE 16
MISCELLANEOUS

16.1. CITY'S DUTIES. The terms of this DEVELOPMENT AGREEMENT shall not be considered an affirmative duty upon the CITY to complete any DEVELOPER IMPROVEMENTS.

16.2. ADDITIONAL IMPROVEMENTS. If the DEVELOPER fails to construct the DEVELOPER IMPROVEMENTS, the CITY at its option, may install and construct the DEVELOPER IMPROVEMENTS. In such case, the CITY, at its option, may specially assess the cost wholly or in part therefore under Minnesota Statutes Chapter 429, or may draw on the irrevocable LOC or cash deposit. If the CITY specially assesses the cost of any portion thereof, then the DEVELOPER hereby waives any and all procedural and substantive objections to the installation of the improvements and the special assessments, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed the benefit to the FINAL PLAT. The DEVELOPER waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The DEVELOPER acknowledges that the benefit from the improvements equal or exceed the amount of the special assessments.

16.3. NO THIRD PARTY RECOURSE. Third parties shall have no recourse against the CITY under this DEVELOPMENT AGREEMENT.

16.4. VALIDITY. If any portion, section, subsection, sentence, clause, paragraph or phrase of this DEVELOPMENT AGREEMENT is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this DEVELOPMENT AGREEMENT.

16.5. RECORDING. The DEVELOPMENT AGREEMENT and PLAT shall be recorded with the COUNTY Recorder, and the DEVELOPER shall provide and execute any and all documents necessary to implement the recording.

16.6. BINDING AGREEMENT. The parties mutually recognize and agree that all terms and conditions of this recordable DEVELOPMENT AGREEMENT shall run with the land in the FINAL PLAT, and shall be binding upon the successors and assigns of the DEVELOPER. This

DEVELOPMENT AGREEMENT shall also run with and be binding upon any after acquired interest of the DEVELOPER in the land made the subject of the FINAL PLAT.

16.7. CONTRACT ASSIGNMENT. The DEVELOPER may not assign this DEVELOPMENT AGREEMENT without the prior written consent of the COUNCIL, which approval will not be unreasonably withheld. In such case, the third-party buyer will be required to accept and assume all contractual and financial responsibilities provided in this DEVELOPMENT AGREEMENT. Upon satisfaction of such requirements by such third-party buyer, the DEVELOPER's obligations hereunder shall terminate. Absent approval of the COUNCIL, the DEVELOPER's obligations hereunder shall continue in full force and effect, even if the DEVELOPER sells one or more lots, the entire PLAT, or any part of it.

16.8. AMENDMENT AND WAIVER. The parties hereto may by mutual written agreement amend this DEVELOPMENT AGREEMENT in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this DEVELOPMENT AGREEMENT or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this DEVELOPMENT AGREEMENT, waive compliance by another with any of the covenants contained in this DEVELOPMENT AGREEMENT, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this DEVELOPMENT AGREEMENT. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this DEVELOPMENT AGREEMENT shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

16.9. GOVERNING LAW. This DEVELOPMENT AGREEMENT shall be governed by and construed in accordance with the laws of the State of Minnesota.

16.10. COUNTERPARTS. This DEVELOPMENT AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

16.11. HEADINGS. The subject headings of the paragraphs and subparagraphs of this DEVELOPMENT AGREEMENT are included for purposes of convenience only and shall not affect the construction of interpretation of any of its provisions.

16.12. INCONSISTENCY. If the DEVELOPMENT PLANS are inconsistent with the words of this DEVELOPMENT AGREEMENT or if the obligation imposed hereunder upon the DEVELOPER are inconsistent, then that provision or term which imposes a greater and more demanding obligation on the DEVELOPER shall prevail.

16.13. ACCESS. The DEVELOPER hereby grants to the CITY, its agents, employees, officers, and contractors a license and right of entry to enter the DEVELOPMENT PROPERTY to perform all work and inspections deemed appropriate by the CITY during the installation of DEVELOPER IMPROVEMENTS and SITE IMPROVEMENTS.

16.14. RECITALS. The recitals contained in this DEVELOPMENT AGREEMENT are true and correct as of the Effective Date and are incorporated herein for all purposes.

16.15. EXHIBITS. The following exhibits are attached to this DEVELOPMENT AGREEMENT and are incorporated herein for all purposes.

Exhibit A: Development Property

Exhibit B: Final Plat

Exhibit C: Developer's Letter of Credit, Cash Requirement, and Escrows

Exhibit D: Miscellaneous Requirements and Conditions Imposed by the City

Exhibit E: Permits, Licenses and Other Approvals

Exhibit F: HOA Responsibilities

Exhibit G: Conservation Easement

Exhibit H: A-3 Zoning Requirements

Exhibit I: Ghost Plat of Legacy Woods

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

IN WITNESS WHEREOF, the parties have executed this DEVELOPMENT AGREEMENT.

CITY:
CITY OF DAYTON

By:_____

Dennis Fisher, Mayor

By:_____

Amy Benting, City Clerk

STATE OF MINNESOTA)
)
COUNTY OF BLANK) ss.

On this _____ day of _____, 202_, before me a Notary Public within and for said County, personally appeared _____ and _____ to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Dayton, the municipality named in the foregoing instrument, and that the said instrument was signed in behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

EXHIBIT A
DEVELOPMENT PROPERTY

Real property situated in the City of Dayton, County of Hennepin, State of Minnesota, legally described as:

LEGACY WOODS

EXHIBIT B
FINAL PLAT

EXHIBIT C
DEVELOPER'S LETTER OF CREDIT, CASH REQUIREMENTS AND ESCROWS

LETTER OF CREDIT FOR SITE IMPROVEMENTS

Site Improvements LOC	Estimated Construction Cost
Sanitary Sewer	\$0
Watermain	\$0
Storm Sewer and storm water holding areas	
Streets, curb and gutter	
Sidewalks and trails	\$0
Boulevard sod	\$0
Landscaping	
Grading	
Wetland buffers	
Setting of iron monuments, surveying and staking	
Street signs, traffic control signs, and street lighting	
Total Estimated Construction Cost	
X 120%	
Total Site Improvements LOC:	

CASH REQUIREMENTS

City Fees - Cash	Unit Cost	Quantity	Total
Storm Sewer Charge	\$3,963	10	\$39,630
Sanitary Sewer Trunk Fees		0	\$0
Water Trunk Fees		0	\$0
Park Dedication	\$4,542.00	10	
Trail Dedication	\$2,824.00	10	\$28,240

ESCROWS

Engineering Administration and Construction Inspection (final amount to be determined by City Engineer)(4% of cost of improvements)	\$	
Legal, and Planning Review	\$5,000.00	
Indirect Costs	\$	

OVERSIZING CREDIT

	Unit Cost	Quantity	Total
Oversizing Credit		0	\$0

EXHIBIT D
MISCELLANEOUS REQUIREMENTS AND CONDITIONS
IMPOSED BY THE CITY

1) **CONDITIONS TO BE SATISFIED BEFORE CITY RELEASES THE FINAL PLAT TO BE RECORDED.**

- a) Letter of Credit. The DEVELOPER must provide the LOC required in this DEVELOPMENT AGREEMENT.
- b) All Cash Deposits. The DEVELOPER must pay all cash deposits required in this DEVELOPMENT AGREEMENT.
- c) Planning Fees. The DEVELOPER must pay the CITY all planning, engineering review and legal fees that have been incurred up to the date of approval of this DEVELOPMENT AGREEMENT.
- d) Trunk Charges. The DEVELOPER must pay, Storms Sewer Trunk Charges required in Exhibit C of this DEVELOPMENT AGREEMENT.
- e) Park and Trail Dedication. The DEVELOPER must pay the park and trail dedication fees required in this DEVELOPMENT AGREEMENT.
- f) Stormwater Maintenance Agreement. The DEVELOPER must execute a Stormwater Maintenance Agreement for portions of the DEVELOPMENT PROPERTY.

2) **BUILDING PERMITS.** No building permits may be obtained until:

- a) All the conditions in Paragraph 1 of this Exhibit D have been met;
- b) All storm water ponds and associated drainage features including storm sewer and drainage swales have been installed as determined by the CITY ENGINEER;
- c) The DEVELOPER has constructed a temporary bituminous roadway that is acceptable in design and approved by the CITY;
- d) The documents below have been recorded, in the following order:
 - Final Plat
 - Development Agreement
 - Stormwater Maintenance Agreement

3) **CERTIFICATES OF OCCUPANCY.** Prior to issuance of any certificate of occupancy, all the following conditions must be satisfied:

- a) All the conditions listed in Paragraphs 1 and 2 of this Exhibit D must be satisfied.

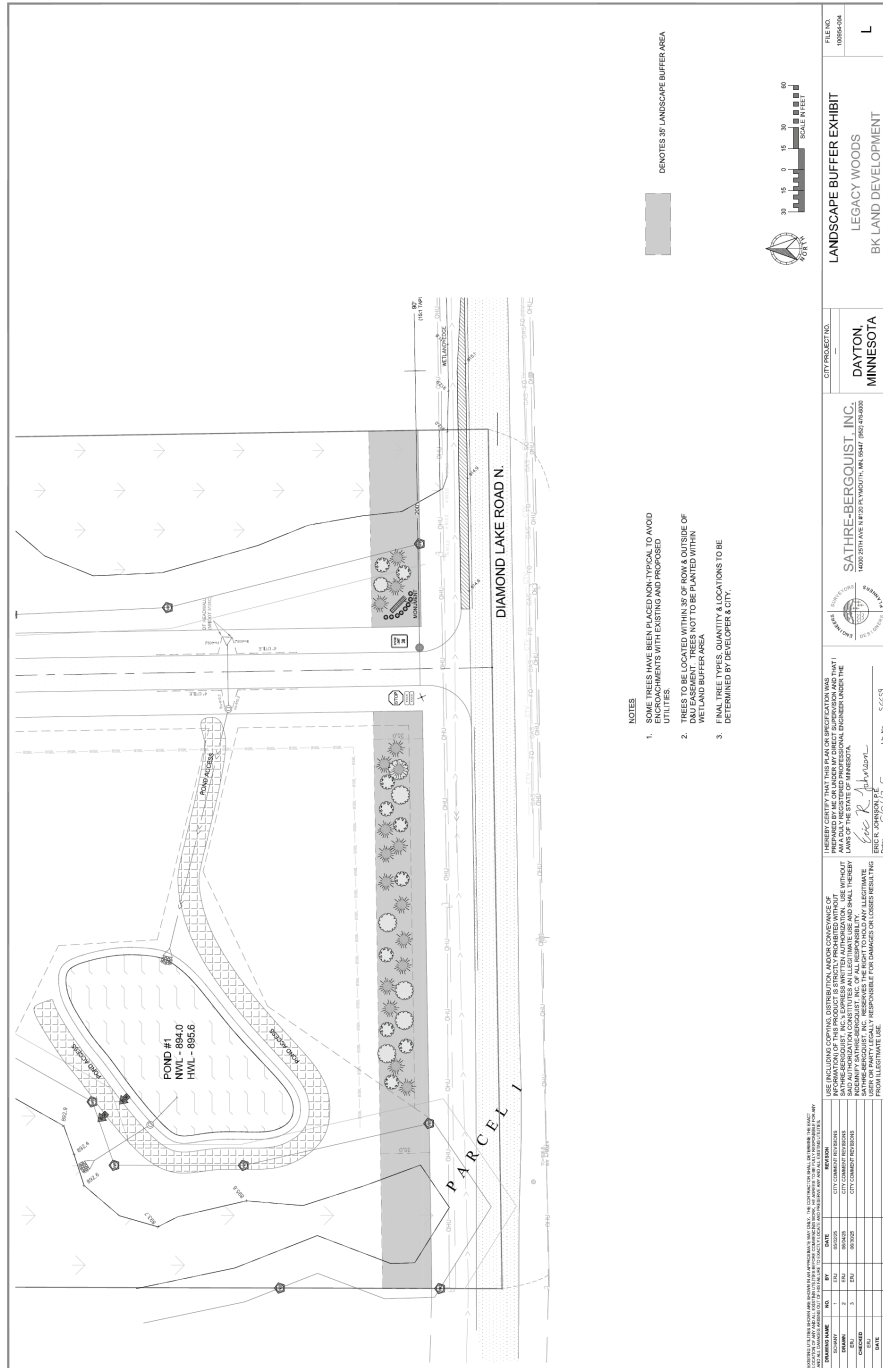
- b) As-built surveys have been received and approved by the CITY.
- 4) **SUBDIVISION EROSION CONTROL.** The DEVELOPER is responsible for erosion control throughout the FINAL PLAT pursuant to the NPDES permit until all lots in the FINAL PLAT are built upon and until turf is established in each of the individual lots in the FINAL PLAT.
- 5) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** The escrow amount stated on Exhibit C shall include an appropriate amount as determined by the Director of Public Works to ensure that the DEVELOPER removes any construction debris from streets adjoining the FINAL PLAT and from private properties that adjoin the FINAL PLAT. All construction debris shall be contained within an enclosed dumpster (e.g. dumpster with a cover or tarp). During the construction of the residences and other improvements within the FINAL PLAT, the DEVELOPER is responsible for removing any construction debris (including roofing materials, paper wrappings, construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into CITY streets or that may fall from delivery trucks onto adjoining private properties or CITY streets. Further, during construction, the DEVELOPER must clear the CITY streets of any dirt or other earthen material that may fall onto the CITY streets from the delivery trucks that are being used in the excavation and grading of the site.
- 6) **MAILBOXES.** The DEVELOPER is responsible for the placement of a mailbox for all the lots within the DEVELOPMENT PROJECT and must comply with the United States Postal Service's mailbox design and placement requirements. The mailboxes must all be of similar design and color within the DEVELOPMENT PROJECT.

EXHIBIT E
PERMITS, LICENSES AND OTHER APPROVALS

1. Any licenses or permits required by the Minnesota Department of Health.
2. NPDES Permit from the MPCA.
3. Right of Way Permit from the CITY.
4. Land Disturbance Permit from the CITY.
5. Any contractor licenses from the CITY or the State of Minnesota.
6. Building Permits from the CITY.
7. Electrical Permits from the CITY.
8. Utility permits that may be required from the CITY, State of Minnesota or any utility company.
9. Right of Way Permit from HENNEPIN County.

EXHIBIT F HOA RESPONSIBILITIES

1. Maintenance of Monument Sign.
2. Maintenance of 35' wide Landscape Buffer along North Diamond Lake Road, including removal of noxious weeds.



PROJECT NO.	DAYTON, MINNESOTA	CLIENT	SATHRE-BERGQUIST, INC. 1400 25TH AVE. N.E. #111, MINNETONKA, MN 55345	FILE NO.	L
DATE		PROJECT	LEGACY WOODS BK LAND DEVELOPMENT	DATE	
DESIGNED BY		DESIGNED BY		DATE	
CHECKED BY		CHECKED BY		DATE	
DATE		DATE		DATE	

I HEREBY CERTIFY THAT THIS PLAN OR SPECIFICATION WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE PROFESSIONAL ENGINEERING ACT, CHAPTER 323A, MINNESOTA STATUTES. I AM NOT PROVIDING CONTRACT ADMINISTRATION SERVICES TO ANY OTHER PARTY FOR THIS PROJECT. I AM NOT PROVIDING CONTRACT ADMINISTRATION SERVICES TO ANY OTHER PARTY FOR THIS PROJECT.

ERIC S. BERGQUIST, P.E.
DATE: 3/21/23

EXHIBIT G
CONSERVATION EASEMENT

EXHIBIT H:
A-3 ZONING DISTRICT REQUIREMENTS

CITY OF DAYTON CITY CODE
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 requirements:
- a. Land eligible to be zoned to A-3 Agricultural shall include land guided “Unsewered Rural Residential-Itemim” 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.
 - 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.

(Reserved for Recording Data)

PERMANENT CONSERVATION EASEMENT AGREEMENT

This **PERMANENT CONSERVATION EASEMENT AGREEMENT** (the “Agreement”) is made this ___ of _____, 2026, by and between the _____, a _____ (“Grantor”) and the City of Dayton, a Minnesota municipal corporation (the “City” or “Grantee”).

RECITALS

- A. Grantor is owner in fee simple of land located within the City of Dayton, County of Hennepin, State of Minnesota, legally described on Exhibit A, attached hereto and incorporated herein (the “Property”); and
- B. Grantor wishes to develop the Property; and
- C. As a condition of approval of Grantor’s development of the Property, the City has required Grantor to grant the City a permanent easement on the Property for conservation purposes.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the covenants and agreements hereinafter set forth, the parties agree as follows:

- 1. Grant of Easement. Subject to the limitations and restrictions set forth herein, Grantor hereby grants and conveys to the City a permanent easement (the “Conservation Easement”) on a portion of the Property, legally described on Exhibit B-1, attached hereto and incorporated herein, and depicted on Exhibit B-2, attached hereto and incorporated herein (the “Conservation Easement Area”) for the purposes of preserving the natural state of the wetlands and upland buffer zones.
- 2. Restrictions. The Conservation Easement granted in Section 1 shall be subject to the following:
 - a. Any alterations within the wetlands and upland buffer zones shall be prohibited,

including, but not limited to, the installation or placement of structures and impervious surfaces, the destruction or removal of trees, shrubs or other vegetation, the introduction of any non-native vegetation, any mowing, dredging or excavation activities and the placement of storage of any fill material or trash and the application of fertilizer.

- b. The removal or alteration of upland buffer zone markers shall be prohibited.
 - c. Any other restriction imposed by the Dayton City Code relating to wetlands shall apply to this Conservation Easement.
3. Permanent Rights. The Conservation Easement rights granted herein are forever and shall include the right of the City to enforce the restrictions and conditions of the Conservation Easement under, over, across, through and upon the Conservation Easement Area.
 4. Enforcement. The Conservation Easement rights further include, but are not limited to, the right of City, its contractors or agents, ingress and egress over the Conservation Easement Area to access the Conservation Easement for the purposes of enforcement, inspection, investigation, documentation, and maintenance of the wetlands and upland buffer zones, as the City may deem appropriate and in accordance with the Dayton City Code or state law, as amended, relating to wetlands and buffers.
 5. No Waiver. Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Grantor or their successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.
 6. Grantor's Covenant. Grantor, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that they are well seized in fee of the Property described on Exhibit A, the Conservation Easement Area described and depicted on Exhibit B-1 and B-2, and has good right to grant and convey the Conservation Easement herein to the City.
 7. Binding Agreement. This Agreement is binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.
 8. Governing Law; Venue. This Agreement shall be governed by the laws of the state of Minnesota. Venue for any action relating to this Agreement shall be in Hennepin County.

[remainder of page intentionally left blank]

GRANTOR:

[name here]

STATE OF MINNESOTA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me on _____ day of _____, 20
_____, by _____, a _____.

Notary Public

This instrument drafted by:
Cynthia Kirchoff (#0346536)
LeVander, Gillen & Miller, P.A.
1305 Corporate Center Dr Suite 300
Eagan, MN 55121
651-451-1831

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B-1
LEGAL DESCRIPTION CONSERVATION EASEMENT AREA

EXHIBIT B-2
DEPICTION OF CONSERVATION EASEMENT AREA

ITEM:

River Hills Forcemain Abandonment

PREPARED BY:

Jason Quisberg, Engineering

POLICY DECISION / ACTION TO BE CONSIDERED:

Award Construction Contract for the River Hills Forcemain Abandonment

BACKGROUND:

As part of the River Hills development, a segment of sanitary sewer forcemain was installed as an interim measure until the permanent sanitary sewer trunk main could be constructed. With the completion of the River Hills development, the sanitary sewer trunk main has now been installed, making the interim forcemain no longer necessary. Abandonment of this forcemain will reduce the number of homes served by the lift station, decreasing stress on the pumping equipment.

City staff directed Stantec to prepare design documents for the reconfiguration of the sanitary sewer and to obtain construction cost estimates for the proposed improvements.

The proposed improvements generally include abandonment of the existing forcemain and associated gravity sewer, extension of the forcemain, and connection to an existing manhole.

Since anticipated construction costs were less than \$175,000, State Statute allows bid solicitation to be accomplished by invitational quote, rather than through following the public bidding process. Requests for quotes were sent to four of contractors; three quotes were received.

Bid	Contractor	Quote Amount
LOW	Kirchoff Construction, Inc	\$32,107.15
2	Dave Perkins Contracting	\$61,894.00
3	Blackstone Contractors, LLC.	\$90,843.35

See enclosed tabulation for more detail relating to the quotes received.

If Council would like to proceed with the improvements as proposed, it is recommended that a contract be awarded to Kirchoff Construction, Inc. for the improvements.

The funding source would be the City Sanitary Sewer Fund.

The substantial completion date for the work is identified as August 3rd, 2026. It is expected the work will take approximately a week. A larger window was allotted for construction to maximize contractor flexibility, in effort to attract more competitive pricing. The actual construction schedule will be determined if/when a contractor is awarded the project.

RECOMMENDATION:

Award the construction contract for this project to Kirchoff Construction, Inc. in the amount of \$32,107.15.

ATTACHMENT(S):

Quote (bid) Tabulation
River Hills Forcemain Abandonment Project plan sheet



Project Name: River Hills Forcemain Abandonment

City Project No.: _____

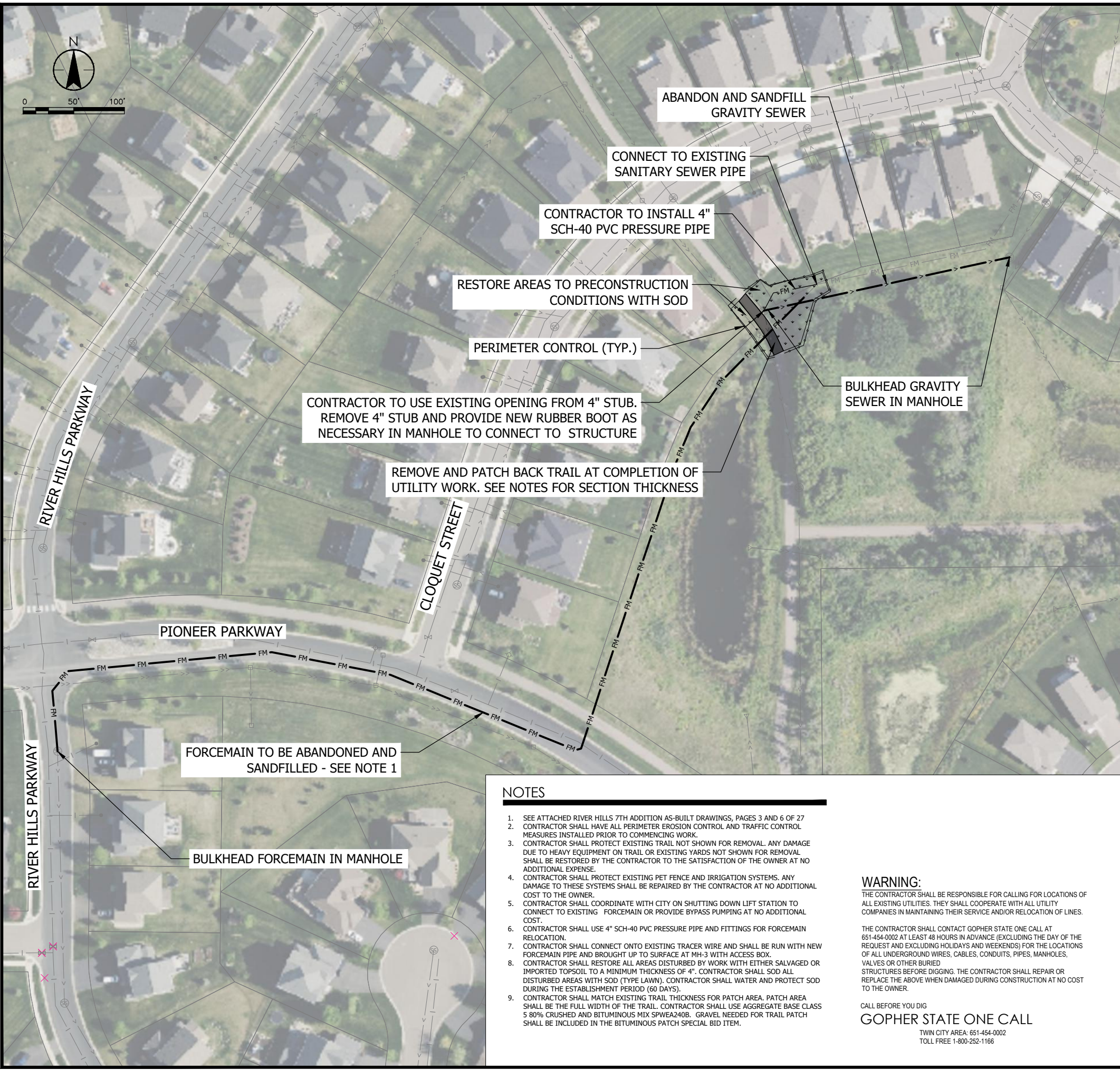
Stantec Project No.: _____

Bid Opening: Friday, April 24, 2026 at 1:00 PM CDT

Owner: Dayton, Minnesota

BID TABULATION				Bidder No. 1		Bidder No. 2		Bidder No. 3	
				Kirchoff Construction, Inc.		Dave Perkins Contracting, Inc.		Blackstone Contractors, LLC.	
Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total
BASE BID:									
1	MOBILIZATION	LS	1	\$5,500.00	\$5,500.00	\$7,250.00	\$7,250.00	\$14,260.00	\$14,260.00
2	TRAFFIC CONTROL	LS	1	\$440.00	\$440.00	\$4,500.00	\$4,500.00	\$1,575.00	\$1,575.00
3	REMOVE BITUMINOUS TRAIL PAVEMENT	SY	80	\$12.32	\$985.60	\$8.00	\$640.00	\$17.75	\$1,420.00
4	BULKHEAD AND ABANDON FORCE MAIN	LF	1130	\$2.08	\$2,350.40	\$17.00	\$19,210.00	\$12.46	\$14,079.80
5	BULKHEAD AND ABANDON GRAVITY SEWER	LF	247	\$4.79	\$1,183.13	\$17.00	\$4,199.00	\$8.14	\$2,010.58
6	CONNECT TO EXISTING SANITARY FORCEMAIN PIPE	EA	1	\$2,115.88	\$2,115.88	\$2,500.00	\$2,500.00	\$8,840.00	\$8,840.00
7	CONNECT TO EXISTING SANITARY STRUCTURE	EA	1	\$3,722.97	\$3,722.97	\$1,200.00	\$1,200.00	\$8,840.00	\$8,840.00
8	4" PVC SCH-40 PRESSURE PIPE	LF	61	\$68.47	\$4,176.67	\$65.00	\$3,965.00	\$365.57	\$22,299.77
9	BITUMINOUS TRAIL PATCH SPECIAL	SY	80	\$27.50	\$2,200.00	\$55.00	\$4,400.00	\$135.25	\$10,820.00
10	PERIMETER CONTROL (BIO ROLL OR SILT FENCE)	LF	300	\$4.40	\$1,320.00	\$3.00	\$900.00	\$6.40	\$1,920.00
11	STORM DRAIN INLET PROTECTION - MAINTAINED	EA	1	\$165.00	\$165.00	\$255.00	\$255.00	\$262.00	\$262.00
12	SOD TYPE LAWN	SY	455	\$16.50	\$7,507.50	\$28.00	\$12,740.00	\$8.44	\$3,840.20
13	LOAM TOPSOIL BORROW (LV)	CY	5	\$88.00	\$440.00	\$27.00	\$135.00	\$135.20	\$676.00
BASE BID TOTAL					\$32,107.15		\$61,894.00		\$90,843.35
Contractor Name and Address:				Kirchoff Construction, Inc. P.O. Box 35 Alberville, MN 55301 Phone: 320-828-4777 Email: chris@kirchoffconstruction.com Signed By: Chris Kirchoff Title: President		Dave Perkins Contracting, Inc. 19745 Nowthen Blvd, NW Nowthen, Minnesota 55303 612-363-6459 rperkins@perkinscontractinginc.com Rene Perkins President		Blackstone Contractors, LLC. 9529 County Road 19 Suite D Loretto, MN 55357 763-291-7728 bruce@blackstonecontractorsllc.com Bruce Karvonen Vice President	

THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. ANY ERRORS OR OMISSIONS SHALL BE REPORTED TO STANTEC WITHOUT DELAY. REPRODUCTION OF THIS DRAWING FOR ANY PURPOSE OTHER THAN THAT AUTHORIZED BY STANTEC IS FORBIDDEN.
 Plot Date: 04/07/2024 - 3:10pm
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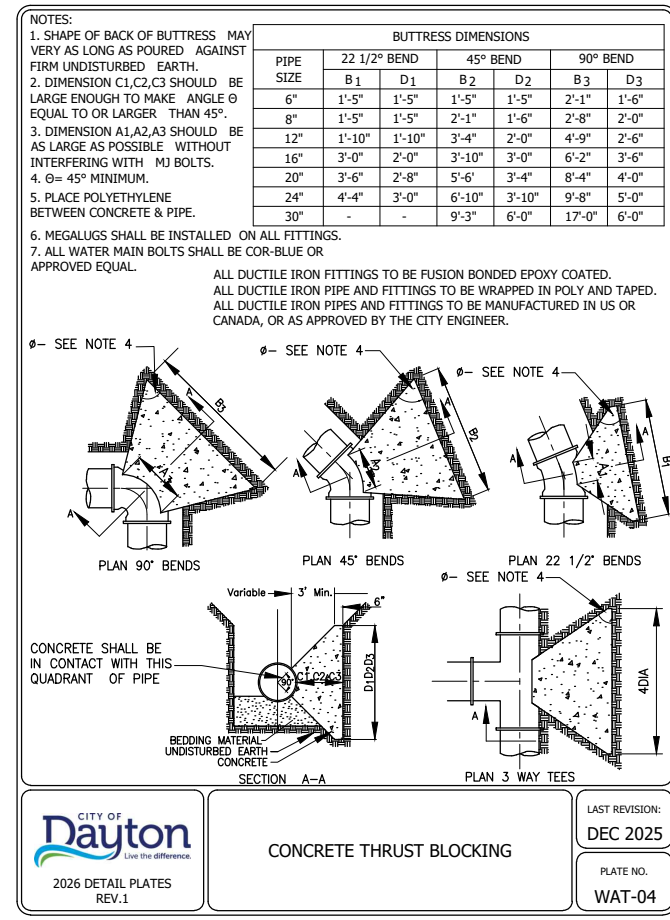
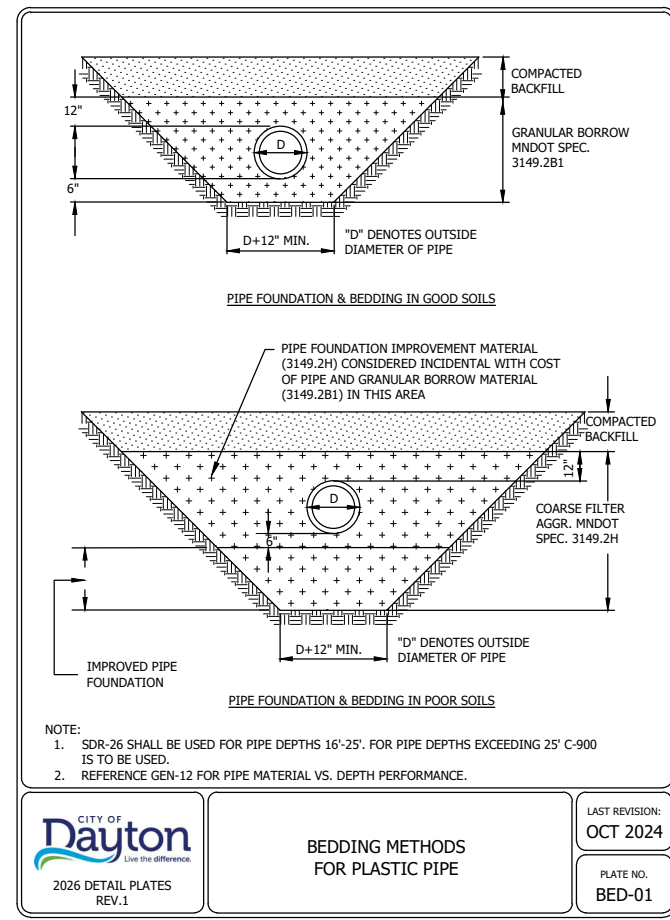


- NOTES**
- SEE ATTACHED RIVER HILLS 7TH ADDITION AS-BUILT DRAWINGS, PAGES 3 AND 6 OF 27
 - CONTRACTOR SHALL HAVE ALL PERIMETER EROSION CONTROL AND TRAFFIC CONTROL MEASURES INSTALLED PRIOR TO COMMENCING WORK.
 - CONTRACTOR SHALL PROTECT EXISTING TRAIL NOT SHOWN FOR REMOVAL. ANY DAMAGE DUE TO HEAVY EQUIPMENT ON TRAIL OR EXISTING YARDS NOT SHOWN FOR REMOVAL SHALL BE RESTORED BY THE CONTRACTOR TO THE SATISFACTION OF THE OWNER AT NO ADDITIONAL EXPENSE.
 - CONTRACTOR SHALL PROTECT EXISTING PET FENCE AND IRRIGATION SYSTEMS. ANY DAMAGE TO THESE SYSTEMS SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
 - CONTRACTOR SHALL COORDINATE WITH CITY ON SHUTTING DOWN LIFT STATION TO CONNECT TO EXISTING FORCEMAIN OR PROVIDE BYPASS PUMPING AT NO ADDITIONAL COST.
 - CONTRACTOR SHALL USE 4" SCH-40 PVC PRESSURE PIPE AND FITTINGS FOR FORCEMAIN RELOCATION.
 - CONTRACTOR SHALL CONNECT ONTO EXISTING TRACER WIRE AND SHALL BE RUN WITH NEW FORCEMAIN PIPE AND BROUGHT UP TO SURFACE AT MH-3 WITH ACCESS BOX.
 - CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY WORK WITH EITHER SALVAGED OR IMPORTED TOPSOIL TO A MINIMUM THICKNESS OF 4". CONTRACTOR SHALL SOD ALL DISTURBED AREAS WITH SOD (TYPE LAWN). CONTRACTOR SHALL WATER AND PROTECT SOD DURING THE ESTABLISHMENT PERIOD (60 DAYS).
 - CONTRACTOR SHALL MATCH EXISTING TRAIL THICKNESS FOR PATCH AREA. PATCH AREA SHALL BE THE FULL WIDTH OF THE TRAIL. CONTRACTOR SHALL USE AGGREGATE BASE CLASS 5 80% CRUSHED AND BITUMINOUS MIX SPWEA240B. GRAVEL NEEDED FOR TRAIL PATCH SHALL BE INCLUDED IN THE BITUMINOUS PATCH SPECIAL BID ITEM.

WARNING:
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND/OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE (EXCLUDING THE DAY OF THE REQUEST AND EXCLUDING HOLIDAYS AND WEEKENDS) FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

CALL BEFORE YOU DIG
GOPHER STATE ONE CALL
 TWIN CITY AREA: 651-454-0002
 TOLL FREE 1-800-252-1166



Stantec
 One Carlson Parkway N, Suite 100
 Plymouth, MN 55447
 www.stantec.com

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
 PRINT NAME: JICK ENDLEY
 SIGNATURE: [Signature]
 DATE: 04/10/2024 LIC. NO. 63364

CITY OF DAYTON, MINNESOTA
 DAYTON RIVER HILLS FORCEMAIN ABANDONMENT
 OVERALL SITE LAYOUT FIGURE

NO.	REVISION	DATE

SURVEY: SDB
 DRAWN: JJE
 DESIGNED: JJE
 CHECKED: MJS
 APPROVED: SKH
 PROJ. NO. 19380XXXX

SHEET NUMBER
C-101