

AGENDA
CITY OF DAYTON, MINNESOTA
12260 S. Diamond Lake Road, Dayton, MN 55327
Tuesday, July 28, 2026

Worksession- Planning Commission 5:15 P.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**
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 July 14, 2026
- B. Approval of Council Worksession Meeting Minutes of July 14, 2026
- C. Approval of Hire Associate Planner
- D. Approval of Final Pay Request 2 for the 138th Ave Stormwater Improvement Project

OPEN FORUM RESPONSE

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

PUBLIC HEARING

- E. Ordinance 2026-11; Moratorium Site Plan Review
- F. Ordinance 2026-12: Moratorium Preliminary Plat

New Business

- G. Discussion - Condemnation Process

Action Items

- H. Approval of Sale of Rescue 21
- I. Approval of Payment of Claims for July 28, 2026
- J. Award Construction Contract for the Southwest Dayton Infrastructure Improvement Project
- K. Approval of Travel/Food Policy
- L. Ordinance 2026-13: Amending City Code 1001.064, Subd 3 Table of Uses
- M. Elsie Stephens Park Phase 3 Discussion
- N. Consideration of Resolution 30-2026; Mayor and Council Pay Adjustment

Closed Session

- O. Closed Session Pursuant to MN Statute 13D.03, a closed session shall be conducted for Labor Negotiations with Teamsters Public Law Enforcement Union, Local No. 320
- P. 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: 32-120-22-23-0003 and 32-120-22-23-0004

Action Items

- Q. Consideration of Taking Action Regarding the Matter Discussed in Closed Session for MN Statute 13D.03
- R. Consideration of Taking Action Regarding the Matter Discussed in Closed Session for MN Statute 13D.05, subd. 3(c)(3)

ADJOURNMENT

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

ITEM: Forgent Concept Plan, 17051 117th Ave

APPLICANT/PRESENTERS:

Brandon Champeau, Hempel Real Estate
Josh McKinney, Measure Group

PREPARED BY:

Jon Sevald, Community Development Director

POLICY DECISION / ACTION TO BE CONSIDERED:

A Concept Plan Review is a high-level review of a development project, intended to provide the developer early feedback to be used in developing a formal application for a Preliminary Plat. There is no formal approval or denial. Each Councilmember and Commission member should provide individual comments and recommendations.

BACKGROUND/OVERVIEW:

States Manufacturing, based in Champlin, manufacturers electrical housing components for industrial users. In 2024, States leased 500,000 sq ft in The Cubes building, allowing States to manufacture larger housing units ("E-Houses").¹ In 2024, States was acquired by Neos Partners, who owns several companies in the energy and critical infrastructure industries.² States Manufacturing is now *Forgent Power Solutions*, employing 200+ in Dayton and 100+ in Champlin.

Forgent is working with Hempel (developer) to construct a 352,000 sq ft industrial building to be located on 32-acres across the street from The Cubes. The building will include manufacturing, warehousing and offices employing 300+ and would be one of the largest employers in Dayton. Forgent's goal is to begin construction in November. To accommodate this timeline, the schedule is:

Jul 28, 2026	City Council / Planning Commission	Concept Plan
Aug 6, 2026	Planning Commission	Comprehensive Plan Amendment
Aug 13, 2026	City Council	Comprehensive Plan Amendment
Sep 3, 2026	Planning Commission	Zoning Map Amendment, Preliminary Plat, Site Plan Review
Sep 22, 2026	City Council	Zoning Map Amendment, Preliminary Plat, Site Plan Review, Final Plat, Development Agreement

¹ In 2024, States Manufacturing was awarded \$840,000 through MN Department of Employment and Economic Development (DEED) Job Creation Fund (JCF), contractually agreeing to create 350 jobs by 2027.

² Neos Partners includes Dadex, which leases 500,000 sq ft in The Cubes. Dadex manufactures HVAC systems.

CRITICAL ISSUES:

Building Orientation³

During a previous Concept Plan review (Oppidan), Planning Commissioners recommended dock doors not face Dayton Parkway. Hempel estimates an additional cost of \$2.5 million for 5' – 6' depth in excavation and soil corrections if the dock doors were moved to the east façade.

Landscaping & Screening⁴

A combination of berming and evergreen trees is proposed along Dayton Parkway to screen semi-trailers (truck court) and building (37.5' building height).

Performance Standards^{5 6}

Building elevation plans were not submitted. In summary, the building must include 25% window coverage on facades facing a street (north, south, & west facades), with horizontal and vertical features, contrast & complementary design minimizing box-like appearance. 25% window coverage is not practical on an industrial building.

The Council and Commission should provide recommendations regarding breaking up the appearance of the "box". For example, what elements of The Cubes are liked or disliked?



Forgent (photo Dec 18, 2025)

³ City Code 1001.062, Subd 2(4)(i); *Outdoor Storage areas shall not be adjacent to roads classified as either major or minor arterials and the storage area shall not abut any land guided residential.*

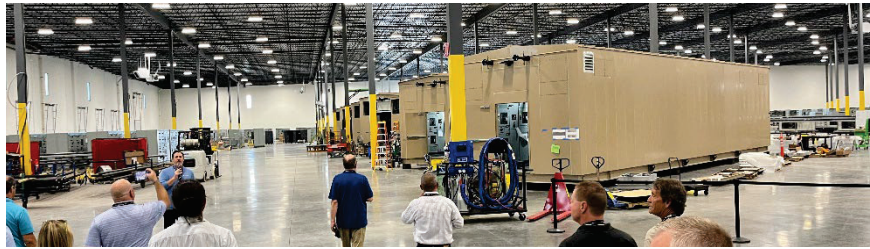
⁴ City Code 1001.062, Subd 1(8); *Abutting districts. Wherever an Industrial District abuts, or is across the street from an R-Residential District or a Business District, a berm, fence or landscaping or compact evergreen trees or hedge or combination thereof is required for screening. Screening at time of installation shall not be less than 6 feet in height, and shall accomplish full screening at maturity. All screening shall comply with Subsection 1001.24.*

⁵ City Code 1001.062, Subd 1 (Building and Site Performance Standards and Requirement sin all Industrial and Business Park Districts)

⁶ City Code 1001.062, Subd 2(3) (Additional Requirements for all Industrial and Business Park Uses as Regulated in Section 1001.063)

E-House Crossing

E-Houses are large. A mobile crane will transport E-Houses from The Cubes to the new building. Crossings should be less than one minute.



States Manufacturing Open House tour. Row of E-Houses at right (Sep 18, 2025).

Dayton Parkway is planned to be a 4-lane Minor Arterial roadway connecting I-94 and US 10. Current Average Daily Traffic (ADT) is unknown. The Parkway is forecasted for 17,700 ADT (2040), similar to CSAH 81 today (12,000 – 17,000 ADT).

If crossings cause a significant traffic impact, the city can limit the time of day. The greatest impact will be to emergency vehicles. This will be similar to the railroad crossing.

ANALYSIS

EAW

An Environmental Assessment Worksheet (EAW) was completed in 2023. The EAW assumed 200,000 sq ft of industrial, and 130,000 sq ft of commercial including a gas station. Estimate of 7,736 daily trips (gas station = 3,000 ADT).

Forgent with its 300+ employees and daily deliveries should generate significantly fewer trips than the EAW assumed.

Comprehensive Plan

The 2040 Future Land Use map assumed Dayton Parkway would follow “The-X” corridor plan, in which the city center would be north of the intersection of 117th Avenue and East French Lake Road. The-X corridor was not constructed, yet the Future Land Use map stayed the same, resulting in guiding the 32-acres a mixture of Industrial, Business Park, and Commercial. A Comprehensive Plan Amendment is required from *Commercial* to *Industrial* or *Business Park*. Forgent would be compatible with either Industrial or Business Park.⁷

⁷ 2040 Comprehensive Plan, Table 3: Land Use Categories: Industrial: *This category is intended to provide areas for industrial related businesses including manufacturing, warehousing, automotive, trucking, office, and other related industrial uses.* “Business Park; *This category is intended to accommodate larger office buildings and corporate campus development, as well as light-industrial and office-warehouse development that require larger sites.*”



Future Land Use

In 2025, the Oppidan concept plan triggered adoption of a moratorium on development in this area to study land use and transportation. The City Council accepted a plan guiding the area south of 117th Ave and north of 114th Ave for industrial. Forgent is consistent with this plan (see attached). A Comprehensive Plan Amendment was not proposed at the time (2025) because it was felt development would occur soon, and that an Amendment would occur at that time.

Zoning

Of the three properties, one is zoned I-1 Industrial, and two are zoned A-1 Agricultural. A Zoning Map amendment is required to rezone the two A-1 properties to I-1.⁸ Within the I-1 district, permitted uses include Light Industrial, Warehouse, Office among other uses.⁹

Site Plan

A Site Plan Review is required. The Site Plan will address in more detail, landscaping, parking, lighting, and architecture.

Forgent will be a significant impact to the skyline adjacent to single-family homes. The Council/Commission should take into consideration how long these homes will still be there.



Google Earth, 3D view looking west along 117th Ave.

⁸ City Code 1001.063, Subd 1(1) (Light Industrial; Intent. *“Light Industrial District is to provide for the establishment of manufacturing, warehousing, and office developments. Uses allowed in this district shall be limited to those which can compatibly exist adjacent to retail/service-related uses and residential uses. Uses shall not produce exterior noise, glare, fumes, obnoxious byproducts or wastes, or create no other objectionable impact on the environment.”*

⁹ City Code 1001.063, Subd 1(2) (Light Industrial; Permitted Uses).

WORK SESSION

Outdoor Storage Semi-trailer parking maximum 0.35:1 ratio. 352,000 sq ft building = 123,200 sq ft of semi-trailer storage. Proposed estimate = 57,000 sq ft along west curb, and 49,000 sq ft along dock doors (106,000 sq ft total).

Setbacks¹⁰

	Min Required		Proposed	
	Building	Parking	Building	Parking
North	57.5'	20'	59.5'	107'
East	57.5'	20'	93'	20'
South	30'	20'	61'	54'
West	30'	20'	580'	397'

Parking 223 parking stalls are proposed. There will be multiple shifts. Semi-trailer parking can be converted into employee parking.

Access Access will be via 114th Avenue (new street) and 117th Avenue. A driveway on Dayton Parkway will be limited to E-House transfers. A mobile crane will transport E-Houses from The Cubes to the east building crossing Dayton Parkway. During crossings, Dayton Parkway will be closed for about 1 minute.

Wetlands & Stormwater A previous property owner substantially excavated and altered the wetland. The west half of the site will include wetlands, stormwater infiltration basins and wetland buffers.

ROLE OF THE CITY COUNCIL / PLANNING COMMISSION:

Councilmembers and Commissioners should provide comments and recommendations of what would make this project better, and if there are any concerns or strong opposition. The Applicant intends to submit a Preliminary Plat application in time for September Planning Commission/City Council meetings.

STAFF RECOMMENDATION:

- If semi-trailer storage is not needed, request to remove trailer parking opposite dock doors (could be ID'd as "proof of parking").
- The building needs a dominate "front" along 117th Ave. However, it is more likely that office space will be on the south 114th Ave aligned with The Cubes main entrance. North and south facades should be dressed-up with dominate windows, colors and varying materials.
- Consider a trail and other amenities through the enhanced wetland buffer and around wetland & ponds (public/private amenities). Cut the berm such that amenities are viewable from Dayton Parkway, while screening the truck court.

60/120 DAY RULE

	Complete Application	60-Days	120-Days
N/A			

¹⁰ City Code 1001.063, Subd 1(6) (Light Industrial District; Minimum Requirements)

RELATIONSHIP TO COUNCIL GOALS:

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

BUDGET IMPACT

N/A

ATTACHMENT(S):

Concept Plan
Narrative
Aerial Photo
Zoning Map
East French Lake Road Moratorium Area (2025)
Engineering Review



SITE DATA

GROSS SITE AREA: 32.90 AC.
LESS ROW: 1.77 AC.
NET SITE AREA: 31.13 AC.
BUILDING COVERAGE: 25.96%

BUILDING DATA

BUILDING 1: 352,000 SF
PARKING STALLS: 223 STALLS

DRAWING KEY

- 1 SIGNAGE
 - 2 BERMING
 - 3 STORMWATER BASIN
 - 4 TRUCK DOCKS
 - 5 LARGE SCALE DRIVE IN DOOR
 - 6 RIGHT TURN LANE
- PROPOSED TRAIL

I am writing on behalf of Forgent Power to share our plans for a significant expansion of our operations in Dayton, and to ask for the City's partnership in helping us build our presence here in the community. Forgent Power currently operates a 500,000-square-foot facility in Dayton, and we are prepared to invest in a new, 350,000-square-foot facility that will create more than 300 additional jobs in the new location.

Over the past year, Dayton has been a strong new anchor facility for our organization. Expanding next door to our existing campus would be the most logical and engaging option for our business operations and employees. That said, an investment of this scale is one we are evaluating carefully and must fully vet additional sites and communities capable and interesting in hosting a new build. Our preference strongly remains, to grow where we are and continue to build our new legacy in Dayton.

The proposed expansion would bring Dayton:

- A 350,000-square-foot facility built adjacent to our existing 500,000-square-foot campus, consolidating our footprint in one area rather than splitting operations across communities.
- Over 300 new jobs, consisting of skilled production, warehouse, engineering, sales, and management roles.
 - This growth would further supplement additional gains on efficiency and capacity growth within our existing facility in Dayton.
- A long-term commitment to the local tax base, local vendors, and the broader Dayton economy, building on the investment and community impact we have established over the last year.
- Continued partnership with the City and State on infrastructure, workforce development, and community involvement as our footprint grows.

To make this expansion possible in Dayton, we are respectfully requesting the City's support with the approval of this project. A responsive and collaborative process on the City's part to facilitate the build process will be a significant factor in our final location decision. We believe it is this kind of partnership that has made Dayton a successful location for our business to date, and we would look forward to continued success as we grow.

While I'm unfortunately unavailable for the July 28th meeting due to family obligations, I'd welcome the opportunity to meet with city staff to walk through our site plans, timeline, and the economic impact of this project in more detail. As always, our doors also remain open to host site walkthroughs and tours of our existing facility, and showcase the world class manufacturing facility we have built here.

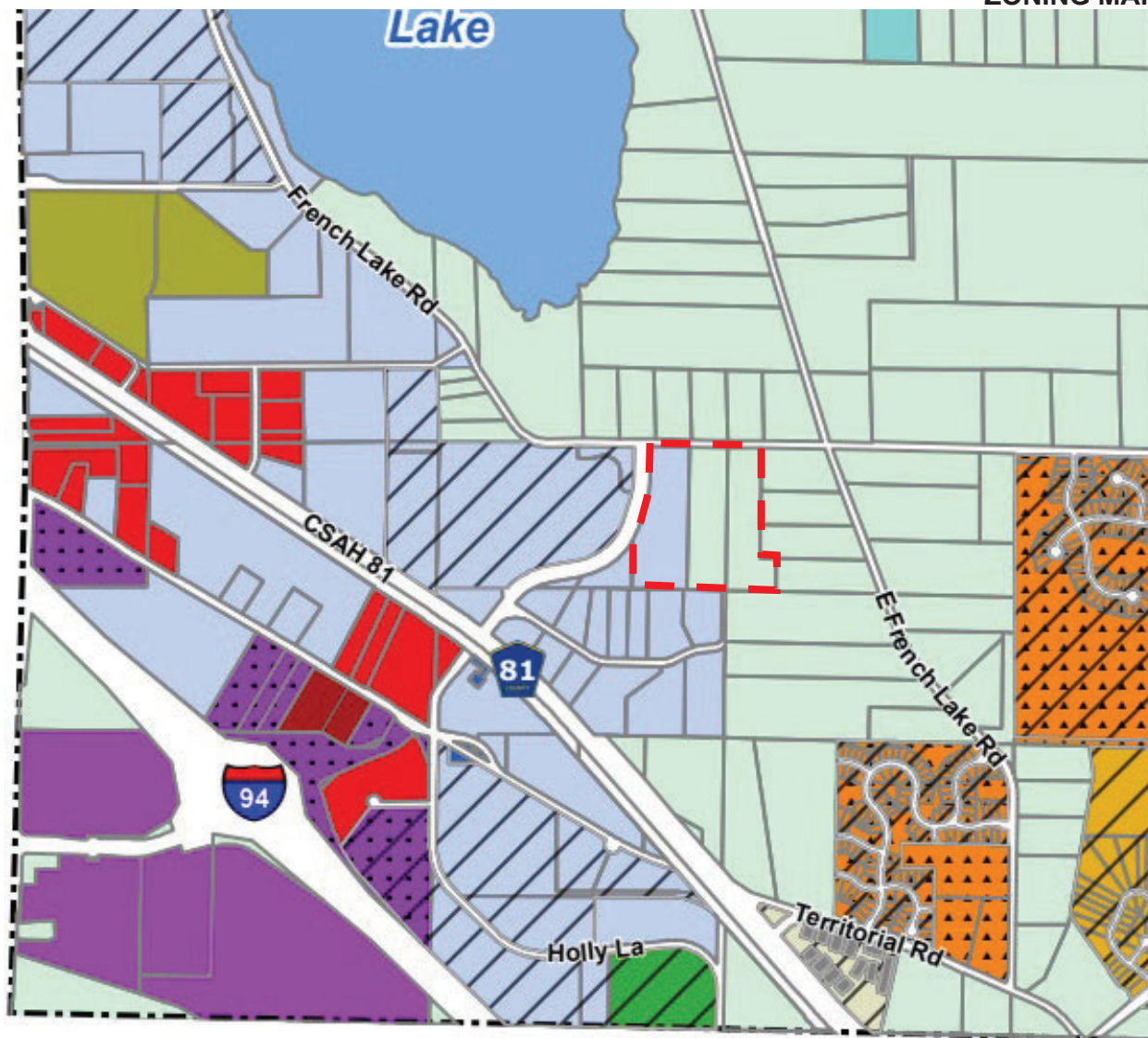
Dayton has been the right place for Forgent Power to grow and establish our company legacy, and we hope to continue our journey and history of expansion here in the community.

Thank you for your consideration, and I look forward to hearing from you.

Wyatt Shallbetter
Forgent Power Solutions



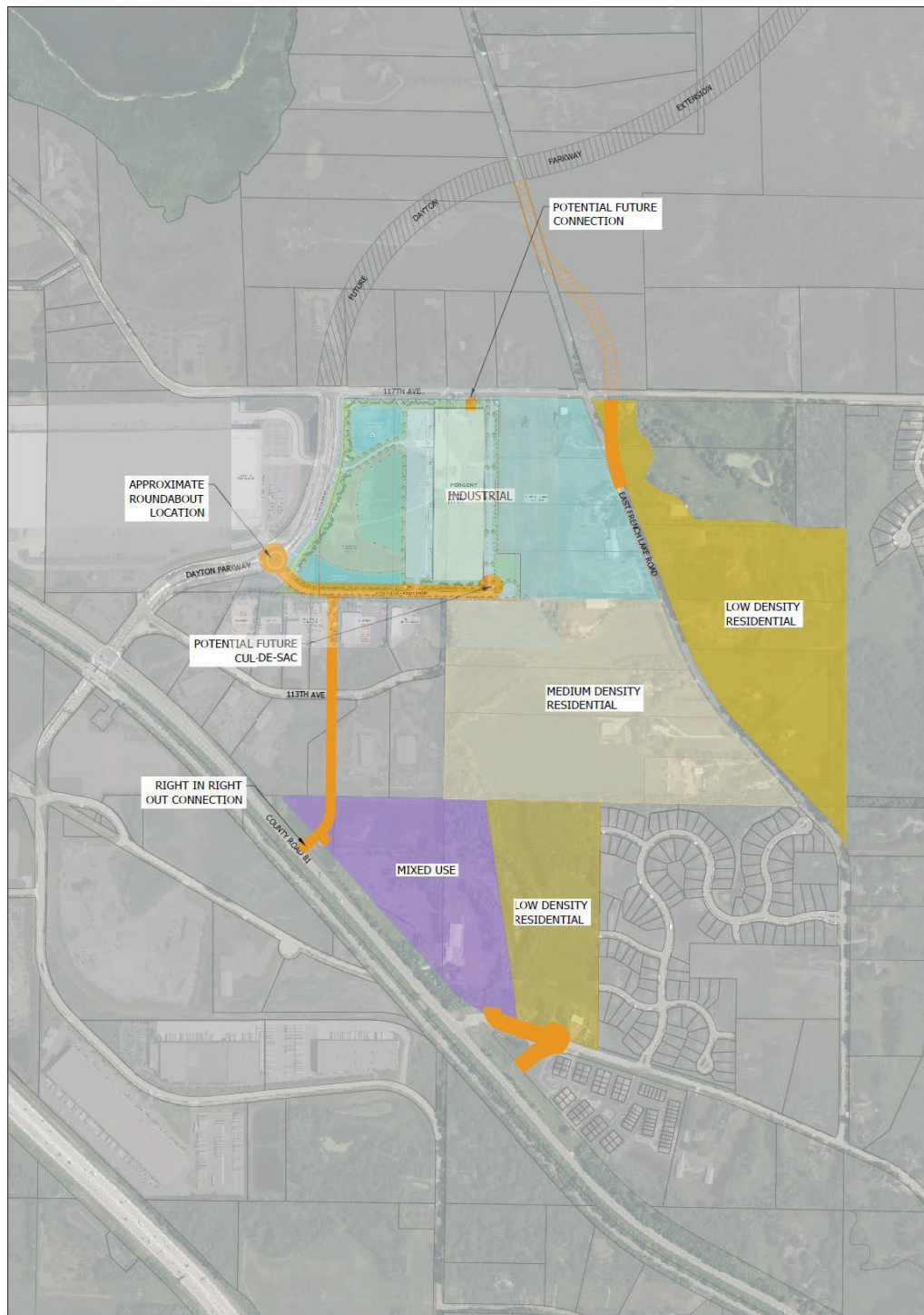
ZONING MAP



Legend

- | | |
|-------------------------------------|---|
| A-1 Agricultural District | R-1A Single Family Residential |
| A-2 Agricultural District | R-2 Single Family District (90,000 Sf, Unsewered) |
| A-3 Agricultural District | R-3 Single Family and Attached Residential |
| B-2 Neighborhood Business District | R-E Single Family District (5 Ac, Unsewered) |
| B-3 General Business District | R-M Medium Density Residential District |
| B-4 Commercial/ Industrial District | R-MH Mobile Home District |
| B-P Business Park District | R-O Old Village Residential |
| ES Essential Service District | S-A Special Agriculture District |
| GMU-4 Balsam Lane | GMU-3 Historic Village |
| GMU-5 Southwest Mixed-Use | City Boundary |
| I-1 Light Industrial District | PUD |
| P-R Public Recreation District | County Parcels |
| R-1 Single Family District | |

EAST FRENCH LAKE ROAD MORATORIUM AREA (2025)



AREAS NOT INCLUDED IN THE STUDY

PREFERRED LAYOUT

CITY OF DAYTON
EFLR MORATORIUM AREA

FIGURE 1

Stantec

723 Marquette Avenue, Suite 1000
Minneapolis, MN 55402
www.stantec.com

DATE 09/10/2025

PROJ. NO. 193807478

To:	Jon Sevald	From:	Jason Quisberg, Engineering Nick Findley, Engineering
Project:	Hempel Concept	Date:	7/22/2026

Exhibits:

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

1. Hempel Concept Plan by Lamperts Architects dated 7/13/26, one sheet

Comments:General

1. The concept reviewed comprises three properties totaling 32.24 acres located at the corner of Dayton Parkway and 117th Ave. The properties considered include approximately 850 ft along Dayton Parkway and 1000 ft along 117th Ave.
2. These review comments are essentially very high level; the concept plan provides little detail beyond the street locations and individual lots. Ultimately, a complete plan submittal will be required, providing site plans that include street and roadway details, grading and drainage plans, water and sewer utilities, a preliminary plat, and other detailed plans as required by the City. Existing easements and any planned or proposed easements, including conservation easements should be identified, and, if present, the layout adjusted accordingly. New easements for utilities, stormwater detention, and other improvements will all be needed as well.
3. Consistent with the review process, a comment response letter shall be provided in response to the following comments provided in this Memorandum in which the applicant provides a written response to each item.
4. In addition to engineering related comments per these plans, the proposed plans are subject to additional planning, zoning, land-use, and other applicable codes of the City of Dayton.
5. Final approval by the Elm Creek Watershed Management Commission must be attained before any site grading or activity may commence.
6. For any site activity (demo, grading, utilities, etc.) no closures or restrictions of any kind shall be imposed upon the public use of Dayton Parkway or 117th without the City's permission. Should any lane restrictions be necessary, the Contractor shall notify the City at least 48 hours in advance and provide a Traffic Control Plan.
7. Any underlying easements no longer necessary must be vacated.
8. Outlots shall be covered by drainage and utility easements.
9. Public and privately maintained facilities (streets, utilities, detention ponds, etc.) will need to be identified clearly, including maintenance responsibilities (City, owner, etc.).
10. Construction access is to be limited to Dayton Parkway and 117th West of Dayton Parkway.

Plat

11. A 50' half ROW shall be provided along 117th Ave throughout the length of the property.
12. A 60' ROW shall be provided along the 114th Ave proposed along the south of the site.
13. Appropriate easements to be located over shared ponds and utilities, including storm sewer, watermain, and sanitary sewer located outside of ROW. If storm water improvements are deemed private a maintenance access agreement will be required.

Wetlands

14. Any wetland impacts are to be properly permitted through the WCA process.
15. Wetland buffers and appropriate signage will be required, meeting the layouts provided in the detail plates and requirements of Elm Creek Watershed Management Commission.
16. Landlocked wetlands are currently shown within this plan. The proposed grading plan shall provide design information regarding the drainage path from the wetland, including maintaining the EOF elevation.

Erosion Control/SWPPP

17. Over an acre is disturbed requiring a SWPPP.
18. A MPCA/NPDES construction stormwater permit is required for the site. Sediment and erosion control plans shall be consistent with the general criteria set forth by the most recent versions of the Minnesota Stormwater Manual and the NPDES Construction site permit.

Transportation

19. Improvements to 117th Ave should be evaluated as a part of this proposed development.
20. The proposed street along the south of the site shall be 36' wide face to face.
21. There have been discussions regarding the transfer of large equipment from the Cubes site to the proposed site. Additional information is to be provided to aid the discussion on what will be required to allow crossing.
22. The proposed drive located within the middle of the site is to be a restricted access where lefts entering and leaving the site are not allowed.

Site Plans

23. If the property to the east of the site develops it is anticipated that a cross access agreement will be needed for the access provided on the north side of the site.

Grading /Stormwater

24. A complete stormwater management plan shall be included in the preliminary plat application. The Stormwater Management Plan should follow Dayton and MPCA stormwater rules and regulations. The reports should include rate control for the 2-,5-,10-,100-year 24-hour MSE 3 rainfall events. Dayton requires load reduction achieved by abstracting 1.1 inch from net new impervious or no net increase in TP or TSS, whichever is lower. Information must also be provided showing all high-water levels, proposed building floor elevations, and other critical features. In addition, a stormwater

application with the Elm Creek Watershed will be required. The applicant shall assure that stormwater management devices are provided to meet City of Dayton and Elm Creek Watershed standards.

25. Overall runoff and drainage related to this development will overlap with adjacent properties and previous development phases. The stormwater management plan must show how runoff and detention areas between properties and phases are being routed and accounted for in an overall plan. In other words, the stormwater management plan must address runoff and discharge from both a local (this development) and a regional approach that includes neighboring properties.
26. The City of Dayton's Local Surface Water Management plans requires that the storm sewer system must be designed to handle a 10-year event.
27. Upon further design, low floors adjacent to ponds/wetlands/other depressions must have 2 foot of freeboard above the modeled 100-yr high water level (HWL). This includes offsite low and depression areas adjacent to this site.
28. A Hydrocad report and model shall be submitted with the preliminary plat documents for complete stormwater review.
29. Please note that the site hydrology or hydraulics should be reflected in the overall SWMP for both this site and adjacent properties. The designer shall provide an updated overall SWMP upon submittal of plans for this site.
30. A City of Dayton Land Disturbance Permit will be required.
31. The maintenance of stormwater detention areas will need to be defined.
32. Maintenance, including irrigation of any common areas shall be discussed. The reuse of water for irrigation purposes is highly encouraged.
33. Any ponds or detention areas shall have a 10' access around the pond with appropriate grading for access using maintenance vehicles.
34. EOFs are to follow the standard detail plates.
35. For the preliminary plat application, a complete grading plan shall be provided which includes proposed grades, elevations at lot corners, identification, and labeling of all emergency overflow elevations (EOF's), identification of proposed grades and all drainage swales, and any other topographic information relevant to site design.
36. Grading to be a maximum of 4:1 within maintained areas, in unmaintained areas a maximum of 3:1 will be allowed. A minimum of 2% is to be maintained within drainage swales.
37. There does not appear to be an existing constructed outlet for stormwater drainage for this area. Further evaluation of the proposed drainage outfall should take place as the design progresses.
38. Stormwater capacity for improvements to 117th Ave and the future connection to 113th Ave should be considered with this design.

Watermain/Sanitary Sewer

39. Any wells or septic systems located within the site are to be removed or abandoned in accordance with all applicable standards.

July 22, 2026

Hempel Concept

Jon Sevald

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- 40. The existing 20" watermain within 117th should be extended to the east as a part of this development.
- 41. 12" watermain shall be extended under the proposed 114th Ave to the eastern property boundary.
- 42. Sanitary sewer has recently been extended to the southern property boundary. Please coordinate with the Engineering Department for the plans.

End of Comments

ITEM:

Discussion – Setbacks & Buffers between Residential and Non-Residential Uses

APPLICANT/PRESENTERS:

Jon Sevald, Community Development Director

PREPARED BY:

Jon Sevald, Community Development Director

POLICY DECISION / ACTION TO BE CONSIDERED:

Since the City Council and Planning Commission will be in the same room at the same time, we will have a discussion regarding setbacks and buffers between Residential and Non-Residential uses. This is related to the Council's consideration of adopting a Moratorium on Site Plan Reviews.

Staff will have slides, but was unable to prepare these ahead of the packet distribution.

ATTACHMENT(S):

None.



MTL as seen from Dayton Park (Jul 23, 2026)

CALL TO ORDER

Fisher called the regular meeting of the Dayton City Council to order at 6:30 PM on Tuesday, July 14, 2026.

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

ABSENT:

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

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Doud noted an addition to the agenda: Item S, accepting the resignation of a firefighter, had been added and provided to council prior to the meeting.

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

CONSENT AGENDA

- A. Approval of Council Meeting Minutes of June 23, 2026
- B. Approval of Council Worksession Meeting Minutes of June 23, 2026
- C. Approval of Temporary Liquor License for Anoka Lions 09/19/2026
- D. Approval of Large Assembly Application and Waving Fees for Heritage Day
- E. Approval of Pay App 24, 25, and 26 for Wellhead Treatment Plant
- F. Approval of Pay App 1 for Elsie Stephens Canoe/Kayak Launch
- G. Approval of Hire HR Generalist
- H. Approval of Temporary Liquor License Dates for Lions Club of Dayton; Dates 08/04/2026, 09/02/2026, and 09/19/2026
- I. Approval of Pay App 1 for the River Hills Forcemain Abandonment Project
- J. Approval of Conservation Easement for Legacy Woods

Van Asten noted a typo on Item C, clarifying the license is for the Anoka Lions, not the Dayton Lions.

Fashant asked if waiving fees were consistent with prior years in Item D, and Benting clarified that costs are tracked against a dedicated budget line item for fee waivers. Farrell indicated he would review a spreadsheet discrepancy flagged by Fashant on Item F.

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

OPEN FORUM RESPONSE

No responses from previous meeting.

OPEN FORUM

Vicky Violet of the Anoka Lions introduced herself as this was the organization's first liquor permit in Dayton and indicated she was available for questions.

Anthony Albright of 14101 Berkshire Lane North noted that neighbors of the proposed McNeil Park water tower site had expressed concern that no one from the city had reached out to them; Albright requested the city initiate contact with those residents.

STAFF, CONSULTANT AND COUNCIL UPDATES

Farrell reported multiple updates. Council reviewed clarifying items.

Hendrickson reported that June's duty crew program resulted in 28 duty crew calls, 24 all calls, and 9 medical team calls.

Enga noted the department completed scenario-based training and is planning another session for council in the coming year.

Sevald advised that a concept plan application for a manufacturing facility with a tight construction deadline was expected soon and requested a work session with the Planning Commission at the July 28th council meeting.

Salonek commended Farrell on the bandshell progress and trail on South Diamond Lake Road.

Van Asten asked Benting to remind residents that early in-person voting at city hall begins July 24th, with additional Saturday hours on August 8th from 9 AM to 3 PM for the primary election. Van Asten encouraged residents to vote in the primary.

Van Asten also reported on the watershed meeting about a low-salt design checklist being piloted by Bolton & Menk with Maple Grove and Plymouth, recommending the Planning Commission adopt it to encourage more thoughtful site design during early review stages.

COUNCIL BUSINESS

New Business

K. Discussion Regarding Community Survey Results

Doud introduced time for a general discussion on the recently completed community survey.

Fisher observed that no results were particularly surprising and suggested future surveys might incorporate questions more specific to current city issues under consideration.

Salonek noted that the sample of approximately 400 respondents, while statistically valid, represents roughly 10% of the population, which limits certainty.

Salonek highlighted that residents' willingness to pay for new amenities appeared limited, particularly for a fire station.

Van Asten raised the off-leash dog park as a high-priority, relatively affordable item, and suggested the city could formally designate areas where off-leash dog use is already occurring naturally. Doud suggested a suitable location may exist at Dayton Farms Park, where undeveloped park space with parking is already available.

Fashant observed that the survey reflects a significant gap between resident appetite for new facilities and the tax increases required to fund them, particularly in light of upcoming capital needs. Fashant affirmed the survey's validity as a directional guide while cautioning that it should not be treated as absolute.

Van Asten highlighted that broadly positive satisfaction scores reflect well on staff and cautioned against waiting until satisfaction declines before funding necessary infrastructure. Fashant added that the city is behind on infrastructure.

Keith Grover of 11320 Fernbrook Lane suggested the city consider broader outreach methods and more specific, targeted questions.

Council acknowledged the points raised and engaged in discussion regarding sampling methodology, margin of error, and survey design. Consensus was that the survey provides useful directional guidance while acknowledging room for improvement in future iterations.

COUNCIL BUSINESS

Action Items

L. Approval of Payment of Claims for July 14, 2026

Salonek asked about the admin vehicle (Doud explained there is an admin vehicle at City Hall).

Van Asten addressed regarding bank fees (Doud clarified returned item charges and remote deposit costs) and bond payments to the paying agent (Doud shared the payments to Ehlers).

Fisher inquired about the Kingsview Streetlight billing (Farrell and Doud confirmed all items were on the street routine and consistent with prior practice; Farrell also indicated they would explore whether LED conversion of remaining streetlights is now more cost-effective than when previously reviewed).

Fashant asked about the Connexus amount (Farrell confirmed it was connection to Lone Gardens).

Fashant inquired about the landscape escrow (Farrell verifies every home).

Motion to approve payment of claims was made by Van Asten and seconded by Fashant. The motion carried 5-0.

M. Consideration of City Vehicle Use Policy

Doud presented a comprehensive city vehicle use policy to establish uniform guidelines for safe and effective vehicle use, formalize tracking of take-home vehicles, and assign operational oversight to the City Administrator. The policy was modeled largely after the City of Newport's policy and reviewed by the city attorney. Van Asten also noted that the personal mileage reimbursement language present in the take-home section should be reflected in the general use section as well for consistency.

Van Asten and Henderson inquired about tracking policies. Doud added Verizon Connect is used by multiple cities for tracking purposes.

Fisher shared reservations about a permanent expansion of take-home vehicles without council awareness.

Henderson expressed concern that extended informal take-home vehicle assignments could create precedent that complicates future labor negotiations. Doud shared examples of take-home vehicles.

Discussion continued over time limits. Council reached a compromise: the City Administrator may authorize take-home vehicles for operational needs but must notify the council via weekly update for any assignment exceeding seven days. This was incorporated as an amendment to the policy prior to approval.

Motion to approve the City Vehicle Use Policy as amended was made by Van Asten and seconded by Fashant. The motion carried 5-0.

N. Consideration of Employee Recognition Program Policy

Doud presented a revised employee recognition program policy formalizing the existing annual employee breakfast, department camaraderie events, and year-end luncheon. The policy caps department camaraderie spending at \$25 per employee per year, requires all expenditure to be approved by the City Administrator, and clarifies the criteria for retirement plaques. The total budgeted amount of \$8,000 remains unchanged.

Henderson requested that the policy explicitly state that spouses, third-party contractors, and alcohol are excluded from city-funded recognition events, consistent with the Office of the State Auditor's guidelines. Doud agreed to incorporate that language, noting the OSA policy was updated in June 2025.

Additional discussion ensued about possible donations and further spending.

Motion to approve the Employee Recognition Program Policy as amended was made by Salonek and seconded by Van Asten. The motion carried 5-0.

COUNCIL BUSINESS

Closed Session

- O. 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**
- P. Closed session pursuant to Minnesota Statutes Section 13D.05, subd. 2(b) for preliminary consideration of allegations or charges against an individual subject to its authority.**

COUNCIL BUSINESS

Action Items

Q. Consideration of Taking Action Regarding the Matter Discussed in Closed Session for MN Statute 13D.05, subd. 3(c)(3)

Motion to approve the purchase agreement and the public infrastructure development agreement as presented was made by Van Asten and seconded by Fashant. The motion carried 5-0.

R. Consideration of Taking Action Regarding the Matter Discussed in Closed Session for MN Statute 13D.05, subd. 2(b)

Council directed staff to accept a resignation and authorized posting for two open positions: a police officer and a Community Service Officer (CSO).

Motion to accept the resignation and authorize posting for the police officer and CSO positions was made by Salonek and seconded by Henderson. The motion carried 5-0.

S. Accept Resignation from Firefighter

Henderson offered a brief statement expressing disappointment in the process surrounding the resignation, stating that the individual was not set up for success and that the handling of the matter reflected poorly on the city. Henderson expressed personal regret and hoped the city would take lessons from the experience going forward. No further comments were made by other council members.

Motion to accept the firefighter resignation was made by Salonek and seconded by Fashant. The motion carried 5-0.

ADJOURNMENT

With no objections, Fisher adjourned the meeting at 8:38 PM.

Approved: _____

Attest: Amy Benting

CALL TO ORDER

Fisher called the work session meeting to order at 5:00 p.m.

PRESENT: Mayor Dennis Fisher, Scott Salonek (arrived around 5:25 p.m.), David Fashant, Stephanie Henderson, and Sara Van Asten

ABSENT:

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

LONG TERM PLAN DISCUSSION

Doud noted the layout of the packet for council. Doud explained the focus would be on 2027 and 2028 and let Farrell lead the discussion.

Farrell shared the line items with few questions. Farrell explained the truck separation of parks from fleet and could be utilized throughout the fleet. Doud confirmed a CIP typo for price with same package on the truck.

Enga confirmed one extra vehicle in 2027. Doud explained the turn in value for police vehicles. Enga explained the extra squad cars.

Hendrickson shared the repairs and upgrade needed for the sirens. Enga stated the grants have gone away from covering sirens, but staff would research it.

Farrell shared 2028 line items including a used multi-purpose vehicle. Discussion over tractor equipment and projects with multiple uses occurred. Farrell explained a test product from Graco used. Doud confirmed hearing from council to push the garbage box out and keep GPS item now. Doud confirmed used or renting an air compressor based on council response.

Hendrickson explained the Lucas device need for replacement for station one. After discussion, Hendrickson will check for grants for the device or if parts are available.

Farrell and council discussed some future items for the expanded sign shop and public works.

Doud concluded with continued long term worksessions in July and August.

ADJOURNMENT

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

Approved: _____

Attest: Amy Benting

ITEM:

Approval to Hire Cole Hanson for the Associate Planner

PREPARED BY:

Zach Doud, City Administrator

POLICY DECISION / ACTION TO BE CONSIDERED:

Approve hiring of Cole Hanson

BACKGROUND:

Staff advertised to fill the City Planner or Associate Planner position. The City received 21 applicants and interviewed the top 5 candidates with Cole Hanson being our selected candidate. The candidate brings relevant experience.

City Staff is recommending Cole Hanson for hire. He will begin employment with a wage of \$33.31 per hour; Grade 4, Step 3.

We are excited and look forward to having Cole on the team in Dayton.

CRITICAL ISSUES:

None.

RECOMMENDATION:

Approval of Cole Hanson for the Associate Planner Position.

ATTACHMENT(S):

Offer Letter



July 13, 2026

Cole Hansen
5000 28th Ave S Apt 206
Fargo ND 58104

Dear Cole Hansen:

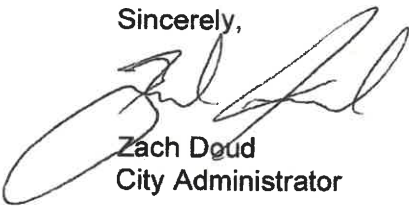
The City of Dayton is pleased to offer you the position of full Time Associate Planner position. This will be pending a background check and psychologist assessment to be completed, and the City Council will approve your hire on July 28, 2026 contingent upon that.

Your anticipated start date is no later than August 17, 2026. You will begin employment with a wage of \$33.31 per hour-based Grade 4, Step 3 wage scale; additional details are as follows:

- This is a full time position.
- Vacation accrual will start at year 1 at a prorated ratio with a starting bank of 40 vacation hours and 40 sick hours.
- One-year probation period with a step increase at six months' no other salary adjustment (except COLA).
- Progression through the City's compensation plan is based on satisfactory performance.
- Upon satisfactory performance, step increases will occur on your anniversary date.
- Public employees meeting income and position requirements set by state statute automatically become members of the Public Employees Retirement Association (PERA).
- All other personnel policies items will apply normally.

We look forward to working with you. If you have any questions, please feel free to call me at (763)-323-4010.

Sincerely,



Zach Doud
City Administrator

Please sign below acknowledging agreement with the terms outlined in this letter.



Signature

7/13/26
Date

ITEM:

138th Avenue Stormwater Improvements

PREPARED BY:

Jason Quisberg, Engineering

POLICY DECISION / ACTION TO BE CONSIDERED:

Approve Final Pay Application No. 2 for the 138th Avenue Stormwater Improvements project

BACKGROUND:

The 138th Avenue Stormwater Improvements project involves the installation of three manhole structures, each over existing storm pipes, which convey stormwater from the roadway to Diamond Lake. The new structures are designed to trap sediment before it is discharged into the lake; containing it near the road, where Public Works crews can collect the material without needing to access private property or maneuver equipment or crews between homes and down to the lake.

Blackstone Contracting has completed all of the work on the project and has submitted Final Pay Application No. 2 for the retainage remaining. Attached is the payment request form, along with a summary of the payment request including the work completed to date.

BUDGET IMPACT:

The work completed is within the previously approved budget for the project. Note this project utilized BWSR grant funds awarded through the Elm Creek Watershed.

RECOMMENDATION:

We recommend payment for the work completed to date, in the amount of \$3,390.23.

ATTACHMENT(S):

Pay Application No. 2 form

SECTION 00 62 76
APPLICATION FOR PAYMENT FORM

OWNER: City of Dayton
PROJECT: 138th Ave Stormwater Improvements (BMP U-4) Project
CONTRACTOR: Blackstone Contractors, LLC

FINAL PAY ESTIMATE NO. 2

Original Contract Amount:	<u>\$ 67,804.50</u>
Contract Changes approved to Date (1):	<u>\$ -</u>
Revised Contract Price :	<u>\$ 67,804.50</u>
Work Completed to Date (attached):	<u>\$ 67,804.50</u>
Retainage to Date, 0%:	<u>\$ -</u>
Work Completed to Date Less Retainage to Date:	<u>\$ 67,804.50</u>
Total Amount Previously Certified:	<u>\$ 64,414.28</u>
Payment Request This Estimate:	<u>\$ 3,390.23</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. 227708538

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 3/24/2026 between between the City of Dayton (OWNER) and Blackstone Contractors, LLC (CONTRACTOR) and all authorized changes therto:



By Bruce Karvonen

Title Vice President

Approval:

(CONTRACTOR)



Date 07/20/2026

STANTEC CONSULTING
SERVICES, INC.



Date 07/20/2026

CITY OF DAYTON

Date

END OF SECTION

138TH AVE STORMWATER IMPROVEMENTS (BMP U-4) PROJECT
PAYMENT REQUEST FORM
QUANTITY TABULATION

						COMPLETED TO DATE		LESS PREVIOUS PAYMENTS		PAY REQUEST #2 July 2026	
NO.	ITEM DESCRIPTION	UNIT	BID QUANTITY	UNIT PRICE	TOTAL PRICE						
BASE BID						QTY	PRICE	QTY	PRICE	QTY	PRICE
1	MOBILIZATION & DEMOBILIZATION	LUMP SUM	1	\$6,500.00	\$6,500.00	1	\$ 6,500.00	1	\$ 6,500.00	0	\$ -
2	INLET PROTECTION - MAINTAINED	EACH	2	\$192.00	\$384.00	2	\$ 384.00	2	\$ 384.00	0	\$ -
3	SEDIMENT CONTROL LOG TYPE STRAW (OR BIOROLL) - MAINTAINED	LIN FT	75	\$2.93	\$219.75	75	\$ 219.75	75	\$ 219.75	0	\$ -
4	ROLLED EROSION CONTROL PRODUCT CATEGORY 70	SQ YD	115	\$7.69	\$884.35	115	\$ 884.35	115	\$ 884.35	0	\$ -
5	48" STORM SEWER MANHOLE W/ SAFL BAFFLE, INCL. CASTING	EACH	1	\$11,715.00	\$11,715.00	1	\$ 11,715.00	1	\$ 11,715.00	0	\$ -
6	CONNECT TO EXISTING PIPE (STORM)	EACH	2	\$1,315.00	\$2,630.00	2	\$ 2,630.00	2	\$ 2,630.00	0	\$ -
7	ROLLED EROSION CONTROL PRODUCT CATEGORY 20	SQ YD	60	\$4.03	\$241.80	60	\$ 241.80	60	\$ 241.80	0	\$ -
8	MNDOT RESIDENTIAL TURF GRASS SEED MIX	SQ YD	60	\$13.50	\$810.00	60	\$ 810.00	60	\$ 810.00	0	\$ -
9	BWSR SEED MIX 33-261 STORMWATER SOUTH & WEST	SQ YD	115	\$14.96	\$1,720.40	115	\$ 1,720.40	115	\$ 1,720.40	0	\$ -
10	CLEAR, GRUB, AND MINOR REGRADING	LUMP SUM	1	\$710.00	\$710.00	1	\$ 710.00	1	\$ 710.00	0	\$ -
TOTAL BASE BID				\$25,815.30		\$25,815.30		\$25,815.30		\$0.00	

ALTERNATE A						COMPLETED TO DATE		LESS PREVIOUS PAYMENTS		PAY REQUEST #2 July 2026	
		UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE						
1	MOBILIZATION & DEMOBILIZATION	LUMP SUM	1	\$3,000.00	\$3,000.00	1	\$ 3,000.00	1	\$ 3,000.00	0	\$ -
2	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	30	\$14.20	\$426.00	30	\$ 426.00	30	\$ 426.00	0	\$ -
3	INLET PROTECTION - MAINTAINED	EACH	2	\$192.00	\$384.00	2	\$ 384.00	2	\$ 384.00	0	\$ -
4	SEDIMENT CONTROL LOG TYPE STRAW (OR BIOROLL) - MAINTAINED	LIN FT	70	\$3.46	\$242.20	70	\$ 242.20	70	\$ 242.20	0	\$ -
5	48" STORM SEWER MANHOLE W/ SAFL BAFFLE, INCL. CASTING	EACH	1	\$11,715.00	\$11,715.00	1	\$ 11,715.00	1	\$ 11,715.00	0	\$ -
6	CONNECT TO EXISTING PIPE (STORM)	EACH	2	\$1,315.00	\$2,630.00	2	\$ 2,630.00	2	\$ 2,630.00	0	\$ -
7	BITUMINOUS PATCH, SPECIAL (SPWEA240B)	SQ YD	30	\$134.67	\$4,040.10	30	\$ 4,040.10	30	\$ 4,040.10	0	\$ -
8	ROLLED EROSION CONTROL PRODUCT CATEGORY 20	SQ YD	45	\$4.27	\$192.15	45	\$ 192.15	45	\$ 192.15	0	\$ -
9	MNDOT RESIDENTIAL TURF GRASS SEED MIX	SQ YD	45	\$7.60	\$342.00	45	\$ 342.00	45	\$ 342.00	0	\$ -
TOTAL ALTERNATE 1				\$22,971.45		\$22,971.45		\$22,971.45		\$0.00	

ALTERNATE B						COMPLETED TO DATE		LESS PREVIOUS PAYMENTS		PAY REQUEST #2 July 2026	
		UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE						
1	MOBILIZATION & DEMOBILIZATION	LUMP SUM	1	\$3,000.00	\$3,000.00	1	\$ 3,000.00	1	\$ 3,000.00	0	\$ -
2	REMOVE STORM SEWER MANHOLE	EACH	1	\$710.00	\$710.00	1	\$ 710.00	1	\$ 710.00	0	\$ -
3	INLET PROTECTION - MAINTAINED	EACH	1	\$242.00	\$242.00	1	\$ 242.00	1	\$ 242.00	0	\$ -
4	SEDIMENT CONTROL LOG TYPE STRAW (OR BIOROLL) - MAINTAINED	LIN FT	75	\$2.89	\$216.75	75	\$ 216.75	75	\$ 216.75	0	\$ -
5	48" STORM SEWER MANHOLE W/ SAFL BAFFLE, INCL. CASTING	EACH	1	\$11,715.00	\$11,715.00	1	\$ 11,715.00	1	\$ 11,715.00	0	\$ -
6	CONNECT TO EXISTING PIPE (STORM)	EACH	2	\$1,315.00	\$2,630.00	2	\$ 2,630.00	2	\$ 2,630.00	0	\$ -
7	ROLLED EROSION CONTROL PRODUCT CATEGORY 20	SQ YD	45	\$5.60	\$252.00	45	\$ 252.00	45	\$ 252.00	0	\$ -
8	MNDOT RESIDENTIAL TURF GRASS SEED MIX	SQ YD	45	\$5.60	\$252.00	45	\$ 252.00	45	\$ 252.00	0	\$ -
TOTAL ALTERNATE 2				\$19,017.75		\$19,017.75		\$19,017.75		\$0.00	

1	RETAINAGE REDUCTION	LS	1	\$3,390.22	\$3,390.22	1	\$3,390.22	0	\$ -	1	\$3,390.22
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GENERAL CONTRACTOR	COMPLETED TO DATE		LESS PREVIOUS PAYMENTS		PAYMENT REQUEST 2	
Blackstone Contractors, LLC	Subtotal:	\$ 67,804.50	Subtotal:	\$ 67,804.50	Subtotal:	\$ 3,390.22
9520 County Road 19, Suite D	5% Retainage:	\$ 3,390.22	5% Retainage:	\$ 3,390.23	5% Retainage:	\$ -
Loretto, MN 55357	Total:	\$ 64,414.28	Total:	\$ 64,414.28	Total:	\$ 3,390.22

ITEM:

PUBLIC HEARING. Ordinance 2026-11, adopting a six-month Interim Ordinance (moratorium) related to Site Plan Review.

APPLICANT/PRESENTERS:

Jon Sevald, Community Development Director

PREPARED BY:

Jon Sevald, Community Development Director

POLICY DECISION / ACTION TO BE CONSIDERED:

Motion to Approve a six-month Moratorium on Site Plan Reviews.

BACKGROUND/OVERVIEW:

In recent months, the Planning Commission and City Council have had extensive discussions regarding the appropriate setback and buffer in between proposed non-residential development and residential.^{1 2} The City Council suggested a moratorium be considered to study the matter further.

A Site Plan Review is required *prior to the issuance of any permits for new development or building construction expansion in any Non-Residential Zoning district.*³ The moratorium would be applicable to Mixed-Use districts in addition to commercial and industrial districts.

The proposed six-month moratorium would be in effect August 1, 2026 thru January 31, 2027, and would prohibit the city from accepting or approving applications for Site Plan Reviews.

The alternative is *not* to adopt a moratorium, and to work on an Ordinance Amendment independent of any pending Site Plan Review application.

Where Business districts abut Residential districts, 6' tall screening is required consisting of a berm, fence, evergreen trees, hedge or a combination.⁴ Non-residential building setbacks to residential varies by zoning district, 20' – 60' with some exceptions.

If the moratorium is adopted, Staff's plan is to:

- Identify existing conflicts between residential and non-residential uses
- Explore if a larger buffer or setback would lessen nuisance factors
- Survey surrounding cities ordinances for comparison
- Draft an Ordinance Amendment

¹ Oppidan Concept Plan. April 2, 2026 Planning Commission, and April 28, 2026 City Council meetings.

² Dayton Assisted Living Site Plan Review. May 7, 2026 Planning Commission, and May 26, 2026 City Council meetings.

³ City Code 1001.28, Subd 3(1)(a) (Final Site Plan and Building Plan Regulations)

⁴ City Code 1001.056, Subd 1(9) (Abutting districts)



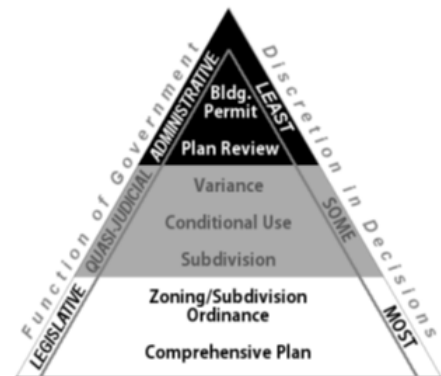
MTL as seen from Dayton Park (Jul 23, 2026).

CRITICAL ISSUES:

Staff regularly has communications with developers considering applications for non-residential developments. It is expected that several will submit applications prior to August 1st to avoid the moratorium. To staff's best ability, developers and consultants considering applicable projects since 2024 have been notified of the proposed moratorium.

LEVEL OF CITY DISCRETION IN DECISION MAKING

Action taken on the proposed Interim Ordinance is Legislative in nature; the City has broad discretion in making land use decisions based on the Comprehensive Plan and advancing the health, safety, and general welfare of the community. The basic question is does the city want to pause non-residentially zoned development and take time to consider if there are better options for buffers and screening between residential and non-residential projects.



ROLE OF THE CITY COUNCIL:

1. **Approve.**
2. **Deny**, with reasoning.
3. **Table** for more information (define what information is needed).

Approval of an Interim Ordinance related to housing developments requires a 5-0 vote.⁵

PLANNING COMMISSION RECOMMENDATION

The Planning Commission held a Public Hearing at its July 9, 2026 meeting, recommending Denial. Commissioners provided an opinion that a one-size fits all setback/buffer cannot be found, and that the “right” answer varies case by case.

STAFF RECOMMENDATION:

Staff recommends Denial. It is Staff's prediction that the moratorium is more likely to impact projects not adjacent to residential. Impacted projects are likely to include:

- EDA property on Dayton Parkway

⁵ MN Statute 462.355, Subd 4(c)(1) (Interim Ordinance)

- SW Dayton (Parkway Neighborhood clubhouse, Schany property, TaTonka property)

Streeter Companies, Tataka, and Rush Creek Development have requested that southwest Dayton be excluded from the moratorium.

The projects above are not creating the lack of screening/buffering problem which the City Council is trying to prevent.

A Public Hearing notice was published by the Minnesota StarTribune on June 25, 2026. The City Council is required to hold a Public Hearing because the moratorium affects residential uses.⁶ A multi-family residential project in a Mixed-Use district requires a Site Plan review.

60/120 DAY RULE

	Complete Application	60-Days	120-Days
N/A			

RELATIONSHIP TO COUNCIL GOALS:

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

BUDGET IMPACT

N/A

ATTACHMENT(S):

Ordinance 2026-11

Developer notification, July 3, 2026

Public Comments

⁶ MN Statute 462.355, Subd 4(c)(2)

ORDINANCE NO. 2026-11

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

**AN INTERIM ORDINANCE PROHIBITING THE SUBMITTAL, PROCESSING, AND
APPROVAL OF SITE PLAN REVIEWS FOR NEW NON-RESIDENTIAL USES
WITHIN THE CITY**

WHEREAS, pursuant to Minnesota Statutes, Section 462.355 subdivision 4, municipalities have the authority to adopt interim ordinances in order to study the impacts of certain uses and determine whether regulations are appropriate for the purpose of protecting the public health, safety and welfare of their citizens; and

WHEREAS, the City of Dayton desires to undertake a study to consider possible changes to the Dayton Zoning Ordinance and City Code that would address the regulations that apply to new non-residential development and may implement many of the suggestions from the study.

THE CITY COUNCIL OF THE CITY OF DAYTON, MINNESOTA, ORDAINS:

SECTION 1. PROHIBITIONS. No site plan reviews shall be submitted, processed, or approved by the City for new non-residential development for a period of up to six (6) months from August 1, 2026. Unless rescinded by action of the City Council, the moratorium established by this Interim Ordinance shall remain in full force and effect until January 31, 2027. The moratorium may be extended as provided in Minn. Stat. §462.355, subd. 4(d).

SECTION 2. STUDY. The Community Development Department, in cooperation with other applicable departments, is authorized to conduct a study to evaluate the impact of non-residential development and to propose amendments to the Dayton Zoning Ordinance and City Code that it deems necessary and advisable. The study area is the entire City.

SECTION 3. EFFECTIVE DATE AND EXPIRATION. This Interim Ordinance shall become effective immediately upon its passage and publication according to law.

Adopted by the City Council of the City of Dayton, this 28th day of July, 2026.

By _____
Dennis Fisher, Mayor

ATTEST:

Amy Benting, City Clerk

Motion by _____. Second by _____.

Ayes:

Nays:

Motion passed

Published by THE PRESS on _____, 2026.

Alliant

Mark Rausch

Anderson Engineering

Lee Koppy
Connor Lichty

BK Land Development

Zach Brown
Luke Konewko

**Brockton Rush Creek
Partners**

Roger Skare
Steve Chirhart

Christian Builders

Chad Christian

Civil Site Group

David Knaeble
Nathan Dingels
Mat Pavek

CBRE

Brian Pankratz
Dan Swartz
James DePietro

CRG

Susan Bergdoll
Ben Weinstein

David Weekley Homes

Amanda Dagenhardt
Joe Flynn Ryan Jackson
Dean Lotter
Michael Ramme

Dayton Automotive

Tom Lithgow
Aaron Beachy

Dayton Properties

Tom Spanier
Bob Johnson

Dehn's Pumpkins

Bruce Dehn

DR Horton

John Helmer
Travis Matthew
David Schmit

Enclave

Patrick Brama

Fisher Farms

Amy Fisher

Foltz Buildings

Madhu Kolan

Graco

Kirsten Mussman

Gonyea Companies

Craig Allen

Hempel

Bill Katter

Holy Spirit Academy

Andy Weitnauer
Thomas Wratokowski
Jay Vogel

Kimley-Horn

Alan Catchpool

Kinghorn Construction

Grady Kinghorn

Kwik Trip

Steven Lowe
Mike Crivello

Ben Jenney

Landmark Development

Nathan Fair

Landspec

Jon Rausch

Lennar

Kurt Niska
Kevin Conway
Collin Coffman
Elisha Scrogum
Josh Metzner

Measure Group

Josh McKinney

MN Towing

Michael Murdock Jr
Darin Peterson

Nottingham Construction

Glen Harstad

Oppidan

Ryan Durand,
Jay Moore
Dan Curry

Opus

Grace McGuire
Joe Mahoney
Anna Bode

Pride of Homes

Eric Lucerio

Pulte Homes of MN

Nate Heisick
Haley Daily-Sievers
David Von Ruden

QT Farms

Jason Quilling

Quarterra

Peter Koopman

Ramsay Development

Bill Ramsay

Rush Creek Development

Michael Elzufon
Mike Gehling
Ben Delwiche

Sambatek

Trevor Conway
Jerry Muldowney
Mark Anderson

Sather-Bergquist, Inc

Bob Molstead
Eric Johnson
Cole Tvete

Scannell Properties

Dan Salzer
Scott Moe
Rutger Heffelfinger

SEH

Kari Frankin

Source Group, LLC

Dave Link
Gurdeep Singh

SR Weidema

Scott Weidema

Streeter Companies

Ken Streeter
Jeff Streeter

Sundance Greens, LLC

Tom Dehn

Tegra

Nate Pearson

Terra Land

Nate Herman

Thicket Hill Vinyard

Jack Bernens
John Bernens

Transwestern

Alex Baron

**Twin Cities Land
Development**

Carla Dunham
Tracey Rust

United Properties

Nicole Fontaine
Conner McCarthy

From: [Ken Streeter](#)
To: [Jon Sevald](#)
Cc: [Zach Doud](#); dave@glalawfirm.com; [Jeff Streeter](#)
Subject: City of Dayton proposed moratorium regarding Site Plan Reviews and Preliminary Plats
Date: Thursday, July 9, 2026 8:28:20 AM
Attachments: [image001.png](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I do hereby, on behalf of the Schany Group, respectfully request that our land be excluded from your proposed moratoriums for the reasons we discussed.

Ken Streeter
Streeter Companies

(763) 566-4151

6900 Winnetka Circle, #100
Brooklyn Park, MN 55428



Jon Sevald

From: Steve Chirhart <svc@tatonkare.com>
Sent: Wednesday, July 15, 2026 3:53 PM
To: Jon Sevald; Rodger Skare
Cc: Zach Doud; Jason Quisberg; Cynthia Kirchoff; Jason Messner (messner@valuationcounselors.net)
Subject: RE: City of Dayton proposed moratorium regarding Site Plan Reviews and Preliminary Plats and Brockton

Follow Up Flag: Flag for follow up
Flag Status: Flagged

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Jon, I had a chance to listen to the planning commission meeting and am sympathetic to the staffing issues causing the potential consideration of a moratorium on both site plan review and plat review by the city of Dayton. We are hopeful that the city will be successful in bringing on 1-2 more planners as needed in the coming months and if the right candidate is not found that the City may rely on the expertise of third-party consultants to assist should a meaningful prospect emerge for our site.

I do not believe our 13.88 acre site has any negative impact on any surrounding residential areas given it's 194 freeway exposure and surrounding roadway buffers so do not believe a moratorium is merited for this reason or the concern on setbacks related to neighboring residential properties.

On behalf of the Brockton Rush Creek Partnership which I represent (and am also a member of) we would like to request that our parcel which is located directly to the Northwest and adjacent to the Schany Parcel represented by Ken Streeter be excluded from the consideration of this moratorium. We have a preliminary prospect that we are unable to disclose that has identified our site as one of several on a short list and I am afraid we would lose this opportunity completely if a moratorium were passed. Their timing is still being determined but if a moratorium was passed we would be removed from consideration immediately.

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Please share this request with both the Planning Commission and the City Council that we are requesting an exclusion from any moratorium given our location away from residential and importance of being open for business in order to attract a quality user to our site and potentially on a larger development in cooperation with the Schany's and Ken Streeter. I have a reoccurring conflict on Tuesday nights through 8/4 so will unfortunately not be available to attend this important meeting in person. Sincerely, Steve Chirhart

Steve Chirhart SIOR

TaTonka Real Estate Advisors
150 S Fifth Street # 1400
Minneapolis MN 55402
Direct 612 466-7302
Cell 651 260-4444

svc@tatonkare.com

www.tatonkare.com



WME Real Estate Holdings, LLC

11326 Red Stem Court, Maple Grove, MN 55311

July 22, 2026

Jon Sevald, AICP
Community Development Director
City of Dayton | Planning
12260 S. Diamond Lake Rd
Dayton, MN 55327

Dear Mr. Sevald,

Re: Request for Exemption of the Arbor Ridge Neighborhood, formerly known as Parkway Neighborhood, from the Proposed Development Moratorium

I am writing on behalf of the Arbor Ridge Neighborhood development, located within the Southwest Dayton infrastructure district, to respectfully request that the City exempt this project from the development moratorium on plats under consideration for August 1st. The Arbor Ridge Neighborhood is not a new or speculative proposal caught in a general policy shift; it is a project the City and our team have delightfully shaped together for more than three years, and we believe it warrants distinct treatment as the moratorium moves forward.

We have been working with the City on this project since June 2023, and it has advanced steadily through that time via concept review, plan development, and ongoing coordination with City staff at every stage. The Arbor Ridge Neighborhood previously received final plat approval; however, legal issues associated with that approval subsequently rendered it invalid, causing the plat to expire. As a result, we are required to go through the final plat process again, through no fault of our own. Very few projects in Dayton have accumulated this level of documented history, staff engagement, and mutual investment over that time.

We understand and respect the City's interest in pausing new plat approvals while it addresses the concerns driving this moratorium, and we do not question that authority. Our situation, however, is different from that of a new applicant seeking initial plat approval: the Arbor Ridge Neighborhood already achieved final plat approval once and is only returning to that process because of legal issues outside our control that invalidated the original approval. We believe a project with this history warrants different treatment than an application that has never been through the plat process before, and we would like the moratorium policy to reflect that distinction rather than apply a blanket rule that does not fit our circumstances.

To that end, we are requesting written confirmation that the Arbor Ridge Neighborhood's plat process is considered exempt from the moratorium given this history, or, if that determination requires further discussion, a meeting with the appropriate staff or Council members at your earliest convenience. We would welcome the opportunity to walk through the project's timeline and prior approval in more detail if that would be helpful.

Thank you for considering this request. We remain committed to working constructively with the City on the Arbor Ridge Neighborhood and appreciate the partnership that has brought the project this far. Given the August 1st effective date, we respectfully ask for your written confirmation of exempt status.

Sincerely,

Michael Elzufon
Manager
WME Real Estate Holdings, LLC

ITEM:

PUBLIC HEARING: Ordinance 2026-12, adopting a six-month Interim Ordinance (moratorium) related to Preliminary Plats

APPLICANT/PRESENTERS:

Jon Sevald, Community Development Director

PREPARED BY:

Jon Sevald, Community Development Director

POLICY DECISION / ACTION TO BE CONSIDERED:

Motion to Approve a six-month Moratorium prohibiting the submittal, processing and approval of Preliminary Plats.

BACKGROUND/OVERVIEW:

City staff is beyond its workload capacity to process and accurately analyze planning cases, while completing day-to-day tasks such as permit review, zoning enforcement, and answering general questions from the public. Additionally, there is a growing list of projects requested by the City Council and Commissions for which Staff is struggling to keep up with.

The intent of a six-month moratorium on Preliminary Plats is to pause time devoted to plat review and catch up on other projects. The moratorium does not impact Concept Plans, Final Plats, or any Preliminary Plat application submitted prior to August 1st. Staff estimates it will take 3-4 months to clear current plat projects before focusing on other tasks. A moratorium will also allow time for new staff (not yet hired) to acclimate to the City Code and standard practices.

Projects and tasks which Staff are unable to make progress on due to lack of time:

- City Council Strategic Plan, which includes multiple studies & ordinance amendments
- 2050 Comprehensive Plan preparation
- Code Enforcement
- EDA tasks
- Business Retention & Expansion visits
- Standard Operations & Procedures (SOP) manual

An alternative to a Moratorium is to assign all escrowed projects to consultants (all planning cases, except city-initiated projects). It is Staff's opinion that certain cases are best handled by city staff vs. consultants due to project history, predicted controversy or other reasons (e.g. these are the projects that consume lots of staff time).

CRITICAL ISSUES:

In order for the city to adopt a moratorium, there must be a study associated with the reasoning for the moratorium.¹ The city cannot adopt a moratorium simply to pause development applications. For example, the City Council can adopt a moratorium on Preliminary Plats to conduct a study related to minimum lot size, density, setbacks, and other performance standards.

This was not Staff's intent when first considering a moratorium. If this is the City Council's intent, Staff requests this item be Tabled, and for the Council to narrow the scope of the study to be undertaken before adopting a moratorium.

The moratorium will impact a handful of projects likely to have submitted late summer or fall. These plat submittals will need to wait until the moratorium's expiration (January 31, 2027), whereas if preliminarily approved in the fall, they could have started site work prior to winter.

Requests for exemptions from the moratorium have been submitted by:

- Streeter Companies (Shany properties)
- TaTonka (Brockton Rush Creek property)
- TC Land (Stenslie-Stearns properties)
- Rush Creek Development (Parkway Neighborhood)

Should a moratorium be adopted effective August 1st, TC Land and Rush Creek Development will likely submit Preliminary Plat applications on July 31st to avoid the moratorium, whereas it would be more beneficial to them and to Staff if they had more time to work on plans, and submit in August/September.

ROLE OF THE CITY COUNCIL:

1. **Approve.**
2. **Deny**, with reasoning.
3. **Table** for more information (define what information is needed).

If the moratorium relates to housing, a 5-0 vote is required to approve a moratorium.²

STAFF RECOMMENDATION:

Staff recommends Denial. Staff's original intent for the moratorium was to pause development applications and catch up on other work. However, a moratorium can only be adopted if the city is to conduct a related study. This does not solve the problem of workload. If the City Council wishes to adopt a moratorium and conduct a study related to the Subdivision Ordinance, Staff requests the Council Table action and define the scope of the study to be conducted first.

A Public Hearing notice was published by the Minnesota StarTribune on July 19, 2026. Notice was emailed to developers and interested persons who may be affected.

60/120 DAY RULE

¹ City Code 462.355, Subd 4(a) (Interim Ordinance)

² City Code 462.355, Subd 4(c)(1); A statutory or home rule charter city may adopt an interim ordinance that regulates, restricts, or prohibits a housing proposal only if the ordinance is approved by majority vote of all members of the city council.

CITY COUNCIL REGULAR MEETING

	Complete Application	60-Days	120-Days
N/A			

RELATIONSHIP TO COUNCIL GOALS:

N/A

BUDGET IMPACT

\$0

ATTACHMENT(S):

Ordinance 2026-12

List of Developer notification

Requests for exemption

ORDINANCE NO. 2026-12

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

**AN INTERIM ORDINANCE PROHIBITING THE SUBMITTAL, PROCESSING, AND
APPROVAL OF PRELIMINARY PLATS WITHIN THE CITY**

WHEREAS, pursuant to Minnesota Statutes, Section 462.355 subdivision 4, municipalities have the authority to adopt interim ordinances for the purpose of protecting the planning process and the public health, safety and welfare of their citizens; and

WHEREAS, the City of Dayton desires to undertake a study to consider possible changes to the Dayton Subdivision Ordinance and City Code that would address the regulations that apply to preliminary plats and may implement many of the suggestions from the study.

THE CITY COUNCIL OF THE CITY OF DAYTON, MINNESOTA, ORDAINS:

SECTION 1. PROHIBITIONS. No preliminary plat shall be submitted, processed, or approved by the City for a period of up to six (6) months from August 1, 2026. Unless rescinded by action of the City Council, the moratorium established by this Interim Ordinance shall remain in full force and effect until January 31, 2027. The moratorium may be extended as provided in Minn. Stat. §462.355, subd. 4(d).

SECTION 2. STUDY. The Community Development Department, in cooperation with other applicable departments, is authorized to conduct a study to evaluate the impact of preliminary plats, land use and subdivision regulations, and staffing levels and to propose amendments to the Dayton Subdivision Ordinance and City Code that it deems necessary and advisable. The study area is the entire City.

SECTION 3. EFFECTIVE DATE AND EXPIRATION. This Interim Ordinance shall become effective immediately upon its passage and publication according to law.

Adopted by the City Council of the City of Dayton, this 28th day of July, 2026.

By _____
Dennis Fisher, Mayor

ATTEST:

Amy Benting, City Clerk

Motion by _____. Second by _____.

Ayes:

Nays:

Motion passed

Published by THE PRESS on _____, 2026.

Alliant

Mark Rausch

Anderson Engineering

Lee Koppy
Connor Lichty

BK Land Development

Zach Brown
Luke Konewko

**Brockton Rush Creek
Partners**

Roger Skare
Steve Chirhart

Christian Builders

Chad Christian

Civil Site Group

David Knaeble
Nathan Dingels
Mat Pavek

CBRE

Brian Pankratz
Dan Swartz
James DePietro

CRG

Susan Bergdoll
Ben Weinstein

David Weekley Homes

Amanda Dagenhardt
Joe Flynn Ryan Jackson
Dean Lotter
Michael Ramme

Dayton Automotive

Tom Lithgow
Aaron Beachy

Dayton Properties

Tom Spanier
Bob Johnson

Dehn's Pumpkins

Bruce Dehn

DR Horton

John Helmer
Travis Matthew
David Schmit

Enclave

Patrick Brama

Fisher Farms

Amy Fisher

Foltz Buildings

Madhu Kolan

Graco

Kirsten Mussman

Gonyea Companies

Craig Allen

Hempel

Bill Katter

Holy Spirit Academy

Andy Weitnauer
Thomas Wratokowski
Jay Vogel

Kimley-Horn

Alan Catchpool

Kinghorn Construction

Grady Kinghorn

Kwik Trip

Steven Lowe
Mike Crivello

Landmark Development

Nathan Fair

Landspec

Jon Rausch

Lennar

Kurt Niska
Kevin Conway
Collin Coffman
Elisha Scrogum
Josh Metzner

Measure Group

Josh McKinney

MN Towing

Michael Murdock Jr
Darin Peterson

Nottingham Construction

Glen Harstad

Oppidan

Ryan Durand,
Jay Moore
Dan Curry

Opus

Grace McGuire
Joe Mahoney
Anna Bode

Pride of Homes

Eric Lucerio

Pulte Homes of MN

Nate Heisick
Haley Daily-Sievers
David Von Ruden

QT Farms

Jason Quilling

Quarterra

Peter Koopman

Ramsay Development

Bill Ramsay

Rush Creek Development

Michael Elzufon
Mike Gehling
Ben Delwiche

Sambatek

Trevor Conway
Jerry Muldowney
Mark Anderson

Sather-Bergquist, Inc

Bob Molstead
Eric Johnson
Cole Tvete

Scannell Properties

Dan Salzer
Scott Moe
Rutger Heffelfinger

SEH

Kari Frankin

Source Group, LLC

Dave Link
Gurdeep Singh

SR Weidema

Scott Weidema

Streeter Companies

Ken Streeter
Jeff Streeter

Sundance Greens, LLC

Tom Dehn

Tegra

Nate Pearson

Terra Land

Nate Herman

Thicket Hill Vinyard

Jack Bernens
John Bernens

Transwestern

Alex Baron

**Twin Cities Land
Development**

Carla Dunham
Tracey Rust

United Properties

Nicole Fontaine
Conner McCarthy

From: [Ken Streeter](#)
To: [Jon Sevald](#)
Cc: [Zach Doud](#); dave@glalawfirm.com; [Jeff Streeter](#)
Subject: City of Dayton proposed moratorium regarding Site Plan Reviews and Preliminary Plats
Date: Thursday, July 9, 2026 8:28:20 AM
Attachments: [image001.png](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I do hereby, on behalf of the Schany Group, respectfully request that our land be excluded from your proposed moratoriums for the reasons we discussed.

Ken Streeter
Streeter Companies

(763) 566-4151

6900 Winnetka Circle, #100
Brooklyn Park, MN 55428



Jon Sevald

From: Steve Chirhart <svc@tatonkare.com>
Sent: Wednesday, July 15, 2026 3:53 PM
To: Jon Sevald; Rodger Skare
Cc: Zach Doud; Jason Quisberg; Cynthia Kirchoff; Jason Messner (messner@valuationcounselors.net)
Subject: RE: City of Dayton proposed moratorium regarding Site Plan Reviews and Preliminary Plats and Brockton

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Steve Chirhart SIOR

TaTonka Real Estate Advisors
150 S Fifth Street # 1400
Minneapolis MN 55402
Direct 612 466-7302
Cell 651 260-4444

svc@tatonkare.com

www.tatonkare.com



Jon Sevald

From: Angela Meyer <Angela@tclanddev.com>
Sent: Monday, July 20, 2026 3:29 PM
To: Jon Sevald
Cc: Angela Meyer; Ben Schmidt
Subject: City of Dayton Moratorium Impact

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Jon:

Please see the below email from Ben regarding the impact of the City of Dayton Moratorium. Thank you for your consideration.

Note: I will be out of the office 7/23 & 24.

Kind regards,

Angela Meyer



**TWIN CITIE
LAND DEV**

4800 Olson Memorial Highway, Suite 100
Golden Valley, MN 55422 | 714.501.7482

From: Ben Schmidt <Ben@tclanddev.com>
Sent: Monday, July 20, 2026 3:24 PM
To: Angela Meyer <Angela@tclanddev.com>
Subject:

Angela – you can forward this to the city

I write this letter to express my perspective on the proposed moratorium in the City of Dayton. I certainly understand that sometimes there is a need for the city to pause future development proposals to allow time for review of various ordinances and infrastructure. These pauses are meaningless for most people, an irritant for others, but for some it is a real issue based on the status of a project that they are working on. The project developer has expended time, money, and other resources in pursuit of the project, and a moratorium has the power to render it all moot depending on the timing expectations with sellers, buyers etc. These ramifications can be very meaningful. In this case we fall into the latter category. We have taken over the townhome project at Territorial and Cty Rd 81 from David Weekley Homes. In so doing, we essentially stepped into their shoes in terms of costs expended, earnest money deposits, seller expectations and staff time dedicated to the pursuit of the project.

I do not believe that this project represents any unanticipated impact on infrastructure, it is compliant with the land use for the property as outlined in the comprehensive plan and it is in the current staging plan. Importantly the project has already gone through the concept review process, and a preliminary plat is in process, with an anticipated submission

date during the month of August. I believe this makes this project very different than others might be affected by a moratorium and respectfully request that you carve out an exception for projects so situated.

Thanks
Ben

Ben Schmidt



**TWIN CITIES
LAND DEVELOPMENT**

4800 Olson Memorial Highway, Suite 100
Golden Valley, MN 55422 | 612.716.3047

WME Real Estate Holdings, LLC

11326 Red Stem Court, Maple Grove, MN 55311

July 22, 2026

Jon Sevald, AICP
Community Development Director
City of Dayton | Planning
12260 S. Diamond Lake Rd
Dayton, MN 55327

Dear Mr. Sevald,

Re: Request for Exemption of the Arbor Ridge Neighborhood, formerly known as Parkway Neighborhood, from the Proposed Development Moratorium

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To that end, we are requesting written confirmation that the Arbor Ridge Neighborhood's plat process is considered exempt from the moratorium given this history, or, if that determination requires further discussion, a meeting with the appropriate staff or Council members at your earliest convenience. We would welcome the opportunity to walk through the project's timeline and prior approval in more detail if that would be helpful.

Thank you for considering this request. We remain committed to working constructively with the City on the Arbor Ridge Neighborhood and appreciate the partnership that has brought the project this far. Given the August 1st effective date, we respectfully ask for your written confirmation of exempt status.

Sincerely,

Michael Elzufon
Manager
WME Real Estate Holdings, LLC

ITEM:

Discussion – Condemnation Process

PREPARED BY:

Cynthia Kirchoff, City Attorney
Zach Doud, City Administrator

POLICY DECISION / ACTION TO BE CONSIDERED:

Active Discussion about Chapter 463 Actions

BACKGROUND:

City Staff is aware of at least 3 properties, and potentially more, that are considered hazardous or a public safety threat due to various items. It is important that Staff knows what the direction of the City Council is regarding these types of properties.

There is a formal process that City's can use to correct these types of properties but the City has never pursued these proceedings before so we want to have an active discussion with the Council on what the direction is for handling these types of properties that we receive complaints or have public safety concerns over.

RELATIONSHIP TO COUNCIL GOALS:

Foster a Safe and Welcoming Community

RECOMMENDATION:

Staff encourages active discussion and direction given for the condemnation process.

ATTACHMENT(S):

Memo from Attorney

TO: Zach Doud, City Administrator
FROM: Cynthia Kirchoff, City Attorney
DATE: July 22, 2026
RE: Code Enforcement – Minnesota Statutes Chapter 463 Actions

City Process to Authorize and Undertake a 463 Action

The City of Dayton has authority to require a property owner to repair, demolish and remove a hazardous building under Minnesota Statutes Chapter 463. A “hazardous building” or “hazardous property” is “any building or property, which because of inadequate maintenance, dilapidation, physical damage, unsanitary condition, or abandonment, constitutes a fire hazard or a hazard to public safety or health.”¹

If the property owner does not take action following the receipt of a notice of violation, then the City Council has the authority to correct or remove the hazardous condition of the building or property or remove the building. The City’s cost of doing so may be a lien against the real estate, and the lien may be levied and collected as a special assessment against the Property.

The process to pursue an action to repair, raze, correction, or removal a hazardous building of condition is articulated in Minn. Stat. §§ 463.15 to 463.251 as follows:

1. Official Report. City Staff prepares a memorandum on the status of the building or property to present to the City Council, articulating the facts that make the building or property hazardous. This memorandum is that “Official Report” and includes photographs to support the conclusion.
2. City Council Resolution and Order. Based on the Official Report, the City Council approves a Resolution and Order (the “Order”) requiring the owner to repair, raze, correct, or remove the hazardous building or condition(s) on the property. The Order must provide the property owner with a reasonable time to do so.
3. Service of the Order. After the City Council approves the Order, it is served on the property owner, any tenants, and all lienholders in the same manner as a civil court action. If the Owner cannot be found, the order shall be served by posting the order at the Property, and by publication in the official newspaper for a continuous four-week period. Within 20 days, the owner or a lienholder can serve an Answer specifying any facts in dispute.
4. Default Judgment. If the owner does not file an Answer and comply with the deadline in the Order, then the City immediately files the Order with the district court and schedules a

¹ Minn. Stat. § 463.15, subd. 3.

default judgment hearing. The court hears the presentation of evidence, affirms or modifies the Order, and enters judgment.

5. Enforcement of Judgment. If the property owner does not comply with the judge's order, the City may perform the work and assess the costs as a special assessment against the property.
6. Contested Case. If the owner files and serves an Answer, then the action follows the Rules of Civil Procedure, which requires discovery, trial, and a judgment. If the Order is upheld following the trial, the court enters a judgment and sets a deadline to comply before the hazardous structure must be demolished or removed.

ITEM: Request to Sell Rescue-21

PREPARED BY: Fire Chief Gary Hendrickson

POLICY DECISION / ACTION TO BE CONSIDERED:

Approve the fire chief's request to sell Rescue 21 and authorize the use of the sale proceeds to purchase and install a wildland fire skid unit in the fire department's existing Rescue 11.

BACKGROUND:

Rescue 21 has served the Dayton Fire Department well and has reached the point where it is no longer needed as part of the department's long-term fleet plan. Rather than continuing to maintain an apparatus that no longer aligns with the department's operational needs, the Fire Department is recommending its sale and reinvesting the proceeds into a resource that will provide greater operational value to the community.

As outlined in the City's Capital Improvement Plan (CIP), the Fire Department removed \$100,000 from the capital budget after identifying an opportunity to fund the purchase of a Wildland Fire Skid Unit through the sale of Rescue 21. This strategy allows the city to enhance emergency response capabilities without increasing the overall Capital Improvement Plan.

The Wildland Fire Skid Unit will be installed in the department's existing Rescue 11, creating a versatile quick-response apparatus capable of suppressing grass, brush, and wildland fires while continuing to support medical emergencies, rescues, and other incidents. This investment maximizes the use of an existing vehicle while providing a cost-effective alternative to purchasing a dedicated wildland fire apparatus.

BENEFITS:

1. Financial Efficiency:

By selling the truck now, we can capture its current market value and avoid potential depreciation and increased maintenance costs over the next three years.

2. Capital Improvement Plan Funding:

The purchase of the Wildland Fire Skid Unit will be funded through the sale proceeds from Rescue 21, implementing the strategy identified in the Capital Improvement Plan and eliminating the need for an additional **\$100,000** capital expenditure.

3. Maximizes Existing Resources:

Installing the skid unit in Rescue 11 expands the capabilities of an existing apparatus without the expense of purchasing and maintaining an additional emergency response vehicle.

CRITICAL ISSUES: None

RECOMMENDATION:

The Fire Chief recommends that the Dayton City Council approve the sale of Rescue 21 and authorize the use of the sale proceeds to purchase and install a Wildland Fire Skid Unit in Rescue 11. This recommendation fulfills the strategy outlined in the City's Capital Improvement Plan by replacing the planned \$100,000 capital expenditure with funding generated through the sale of an existing City asset. It enhances the department's emergency response capabilities, improves preparedness for wildland and grass fire incidents, and demonstrates responsible stewardship of City resources by reinvesting the value of Rescue 21 into equipment that will provide long-term operational benefits to the community.

ATTACHMENT(S): N/A

Payments to be approved at City Council Meeting July 28, 2026

	<u>Totals</u>
Claims Roster 07-28-2026	\$ 7,389,305.84
Prepaid 07-06-2026 EB Council	\$ 2,624.12
Prepaid 07-16-2026 EB	\$ 133,371.60

Total Payments:	\$ 7,525,301.56
------------------------	------------------------

Payroll Council 07-06-2026 June 2026	\$ 15,228.36
Payroll 07-16-2026 Bi-Weekly 15	\$ 130,487.64

Check # sequence to be approved by City Council from meeting date of 7/28/2026:

Checks # 081096-081214

07/22/2026 INVOICE REGISTER REPORT FOR CITY OF DAYTON MN
 EXP CHECK RUN DATES 07/28/2026 - 07/28/2026
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt
	AMERICAN ENGINEERING TESTING	07/14/2026	07/28/2026	2,745.30
	DAYTON PKWY TRAFFIC SIGNAL IMPROV.	CHOYT		
414-41900-50300	DAYTON PKWY TRAFFIC SIGNAL IMPROV.			2,745.30
	AMERICAN LEGAL PUBLISHING CORP	07/14/2026	07/28/2026	315.00
	INTERNET RENEWAL PERIOD; 8/30-8/30 2027 (ZC CHOYT			
101-41710-50321	INTERNET RENEWAL PERIOD; 8/30-8/30 2027			315.00
	ASPEN MILLS	07/20/2026	07/28/2026	59.95
	FD; UNIFORM	CHOYT		
101-42260-50217	FD; UNIFORM			59.95
	BARTHEL, PAYTON & CALEB	07/13/2026	07/28/2026	79.41
	UB refund for account: 5085	CHOYT		
601-00000-15550	CREDIT FORWARD			79.41
	BEAUDRY	07/14/2026	07/28/2026	2,823.72
	PW; UNLEADED 87 -875.30	CHOYT		
101-43100-50212	PW; UNLEADED 87 -875.30			2,823.72
	BEAUDRY	07/14/2026	07/28/2026	911.87
	PW; ULS #2DYED DIESEL B20-243.10	CHOYT		
101-43100-50212	PW; ULS #2DYED DIESEL B20-243.10			911.87

BEAUDRY	07/22/2026	07/28/2026	1,896.71
PW; ULS #2 DYED DIESEL -426.80	CHOYT		
101-43100-50212 PW; ULS #2 DYED DIESEL -426.80			1,896.71
BLACKSTONE CONTRACTORS LLC	07/22/2026	07/28/2026	3,390.22
PAY 2; 138TH AVE STORMWATER IMPROVEMENTS	CHOYT		
415-00000-20600 PAY 2; 138TH AVE STORMWATER IMPROVEMENTS			3,390.22
CARNES REAL ESTATE LLC	07/20/2026	07/28/2026	125.00
REFUND FLOWER POT SPONSOR	CHOYT		
101-40700-36200 REFUND FLOWER POT SPONSOR			125.00
CENTERPOINT ENERGY	07/13/2026	07/28/2026	405.23
PW/PD GAS UTILITIES; 10662228-5	CHOYT		
101-41810-50383 PW/PD GAS UTILITIES; 10662228-5			405.23
CENTERPOINT ENERGY	07/13/2026	07/28/2026	34.99
RH WELLHOUSE; 11429952-2	CHOYT		
601-49400-50383 RH WELLHOUSE; 11429952-2			34.99
CENTRAL FIRE PROTECTION	07/13/2026	07/28/2026	118.71
FD; SUPPLIES	CHOYT		
101-42260-50200 FD; SUPPLIES			118.71
CINTAS	07/13/2026	07/28/2026	155.30
PW; UNIFORMS	CHOYT		
101-43100-50217 PW; UNIFORMS			155.30
CINTAS	07/20/2026	07/28/2026	11.78
PW; FIRST AID CABINET RESTOCK	CHOYT		
101-41810-50308 PW; FIRST AID CABINET RESTOCK			11.78
CINTAS	07/20/2026	07/28/2026	154.30

PW; UNIFORMS	CHOYT		
101-43100-50217	PW; UNIFORMS		154.30
CITY OF ANOKA	07/13/2026	07/28/2026	491.01
22-393200-01 CENTRAL PARK; JUN 2026	CHOYT		
101-41810-50381	22-393200-01 CENTRAL PARK; JUN		491.01
CITY OF ANOKA	07/13/2026	07/28/2026	23.50
22-393400-00 SDLR SIREN;JUN 2026	CHOYT		
101-41810-50381	22-393400-00 SDLR SIREN;JUN		23.50
CITY OF ANOKA	07/13/2026	07/28/2026	1,032.32
22-396000-01 CH; JUN 2026	CHOYT		
101-41810-50381	22-396000-01 CH; JUN		1,032.32
CITY OF ANOKA	07/13/2026	07/28/2026	514.10
22-990002-01 STREET LIGHTS; JUN 2026	CHOYT		
101-43100-50230	22-990002-01 STREET LIGHTS; JUN		514.10
CITY OF ANOKA	07/13/2026	07/28/2026	75.72
22-396030-00 BALSAM LANE PED;JUN 2026	CHOYT		
101-43100-50230	22-396030-00 BALSAM LANE PED;JUN		75.72
CITY OF MAPLE GROVE	07/14/2026	07/28/2026	118,332.75
46,405,000 GALLONS WATER USAGE MAY/JUN 2026	CHOYT		
601-49400-50389	46,405,000 GALLONS WATER USAGE MAY/JUN		118,332.75
CITY OF MAPLE GROVE	07/22/2026	07/28/2026	826,474.88
WAC FEES; 2ND QTR 2026	CHOYT		
601-00000-20805	WAC FEES; 2ND QTR 2026		826,474.88
CITY OF ROGERS	07/13/2026	07/28/2026	125.00
2026 NORTHWEST SUBURBAN FIRE ACADEMY GF	CHOYT		

101-42260-50208	2026 NORTHWEST SUBURBAN FIRE ACADEMY GR.			125.00
CLIFTONLARSONALLEN LLP		07/21/2026	07/28/2026	2,824.50
AUDITING SERVICES-2025		CHOYT		
101-41620-50301	AUDITING SERVICES-2025			2,824.50
CMT JANITORIAL SERVICES		07/20/2026	07/28/2026	1,702.00
CONTRACT SERVICES-OFC CLEANING-AUG 2026	CHOYT			
101-41910-50308	CONTRACT SERVICES-OFC CLEANING			602.00
101-41810-50308	CONTRACT SERVICES-OFC CLEANING			1,000.00
101-41910-50308	CONTRACT SERVICES-ADDITIONAL CLEAN A/C			100.00
COLLINS BROTHERS TOWING OF ST.CLOUD		07/21/2026	07/28/2026	85.00
PD; TOW 2023 DODGE UNIT 2307		CHOYT		
101-42120-50220	PD; TOW 2023 DODGE			85.00
COORDINATED BUSINESS SYSTEMS		07/20/2026	07/28/2026	6,516.24
GLOBAL SEARCH SUBSCRIPTION		CHOYT		
101-41820-50205	GLOBAL SEARCH SUBSCRIPTION			6,516.24
CORNERSTONE		07/15/2026	07/28/2026	765.02
PD; REPAIR 2023 DODGE #2307		CHOYT		
101-42120-50220	PD; REPAIR 2023 DODGE #2307			765.02
CROW RIVER FARM EQUIPMENT		07/14/2026	07/28/2026	89.24
PW; SUPPLIES		CHOYT		
101-43100-50210	PW; SUPPLIES			89.24
CRYSTEEL TRUCK EQUIPMENT		07/14/2026	07/28/2026	4,272.00
PW EQUIP REPAIRS-2021 FREIGHTLINER		CHOYT		
101-43100-50220	PW EQUIP REPAIRS			4,272.00
DAYTON HOUSING GROUP LLC		07/15/2026	07/28/2026	7,838.30

TIF 16 PAYMENT;1ST HALF 2026	CHOYT		
435-41900-50605	TIF 16 PAYMENT;1ST HALF 2026		7,838.30
DIANA MAUTI	07/14/2026	07/28/2026	300.00
DAC RENTAL DEPOSIT REFUND:EVENT 7.12.26	CHOYT		
101-00000-21716	DAC RENTAL DEPOSIT REFUND:EVENT 7.12.26		300.00
DODDS, ELIZABETH & MATTHEW	07/13/2026	07/28/2026	15.46
UB refund for account: 3774	CHOYT		
601-00000-15550	CREDIT FORWARD		15.46
EAGLE GARAGE DOOR CO, INC	07/14/2026	07/28/2026	490.00
BUILDING REPAIR SUPPLIES	CHOYT		
101-41810-50223	BUILDING REPAIR SUPPLIES		490.00
ECM PUBLISHERS, INC	07/13/2026	07/28/2026	358.75
PHN; SW INFRASTRUCTURE IMPROVEMENT	CHOYT		
101-41110-50352	PHN; SW INFRASTRUCTURE IMPROVEMENT		358.75
EHLERS & ASSOCIATES, INC	07/13/2026	07/28/2026	4,125.00
COUNTY AUDITOR FEE-JUN 2026	CHOYT		
101-41500-50300	COUNTY AUDITOR FEE-JUN 2026		4,125.00
ELITE SANITATION	07/14/2026	07/28/2026	2,223.90
PW; PORTABLE RENTAL JUN-JUL 2026	CHOYT		
101-45200-50410	PW; PORTABLE RENTAL JUN-JUL		2,223.90
EMERGENCY APPARATUS	07/13/2026	07/28/2026	314.50
LADDER MAINTENANCE	CHOYT		
401-42260-50580	LADDER MAINTENANCE		314.50
EMERGENCY APPARATUS	07/13/2026	07/28/2026	891.84
FD; REPAIR/ENGINE ENGINE 21	CHOYT		

101-42260-50220	FD; REPAIR/ENGINE ENGINE 21		891.84
EMERGENCY APPARATUS	07/13/2026	07/28/2026	7,058.51
LADDER MAINTENANCE (OLD HOPKINS L-9)	CHOYT		
401-42260-50580	LADDER MAINTENANCE		7,058.51
FORCE AMERICA DISTRIBUTING LLC	07/20/2026	07/28/2026	340.00
PW; 5MB FLAT DATA PLAN- JUN 2026	CHOYT		
101-43100-50210	PW; 5MB FLAT DATA PLAN- JUN 2026		340.00
GRACO MINNESOTA INC	07/15/2026	07/28/2026	391,815.65
TIF 20 PAYMENT- 2026	CHOYT		
430-41900-50605	TIF 20 PAYMENT- 2026		391,815.65
GRADYS ACE HARDWARE	07/20/2026	07/28/2026	0.58
FD; SUPPLIES	CHOYT		
101-42260-50200	FD; SUPPLIES		0.58
GTEL ADVISORS, LLC	07/20/2026	07/28/2026	604.55
SCENARIO DEVELOPMENT	CHOYT		
401-42120-50580	SCENARIO DEVELOPMENT		604.55
GUIDANCEPOINT TECHNOLOGIES	07/13/2026	07/28/2026	724.50
OFFICE 365 -BILLED MONTHLY-JUL 2026	CHOYT		
101-41820-50205	OFFICE 365 -BILLED MONTHLY-JUL		724.50
GUIDANCEPOINT TECHNOLOGIES	07/15/2026	07/28/2026	92.50
IT; CONTRACT SERVICES-SERVICE DOOR ACCESS	CHOYT		
101-41810-50308	IT; CONTRACT SERVICES		92.50
GUIDANCEPOINT TECHNOLOGIES	07/15/2026	07/28/2026	305.00
IT; OFFSITE BACKUP	CHOYT		
101-41820-50300	IT; OFFSITE BACKUP		305.00

GUIDANCEPOINT TECHNOLOGIES	07/20/2026	07/28/2026	175.00
BACKUP OF SERVERS-JUL 2026	CHOYT		
101-41820-50205	BACKUP OF SERVERS-JUL 2026		175.00
GUIDANCEPOINT TECHNOLOGIES	07/20/2026	07/28/2026	2,216.98
ENGA REPLACEMENT COMPUTER	CHOYT		
101-41820-50580	ENGA REPLACEMENT COMPUTER		2,216.98
GUIDANCEPOINT TECHNOLOGIES	07/20/2026	07/28/2026	239.98
2 DUAL MONITOR ARMS FOR DESKS	CHOYT		
101-41820-50309	2 DUAL MONITOR ARMS FOR DESKS		239.98
GUIDANCEPOINT TECHNOLOGIES	07/20/2026	07/28/2026	1,849.99
DOOR ACCESS COMPUTER REPLACEMENT	CHOYT		
101-41820-50580	DOOR ACCESS COMPUTER REPLACEMENT		1,849.99
GUIDANCEPOINT TECHNOLOGIES	07/20/2026	07/28/2026	3,794.98
MARTY REPLACEMENT NOTEBOOK	CHOYT		
101-41820-50580	MARTY REPLACEMENT NOTEBOOK		3,794.98
GUIDANCEPOINT TECHNOLOGIES	07/20/2026	07/28/2026	2,709.97
COUNCIL CHAMBERS COMPUTER REPLACEMENT	CHOYT		
226-41900-50321	COUNCIL CHAMBERS COMPUTER REPLACEMENT		2,709.97
GUIDANCEPOINT TECHNOLOGIES	07/21/2026	07/28/2026	960.00
IT; PROFESSIONAL SRVS JUL 13 ON SITE	CHOYT		
101-41820-50300	IT; PROFESSIONAL SRVS JUL 13 ON SITE		960.00
GUIDANCEPOINT TECHNOLOGIES	07/22/2026	07/28/2026	875.00
IT; PROFESSIONAL SRVS COMPUTER FIX	CHOYT		
101-41820-50300	IT; PROFESSIONAL SRVS COMPUTER FIX		875.00

HANSON BUILDERS	07/20/2026	07/28/2026	3,000.00
15121 109TH AVE LANDSCAPE ESCROW RELEASE	CHOYT		
420-00000-22100	15121 109TH AVE LANDSCAPE ESCROW RELEASE		3,000.00
HANSON BUILDERS	07/20/2026	07/28/2026	3,000.00
15130 109TH AVE LANDSCAPE ESCROW RELEASE	CHOYT		
420-00000-22100	15130 109TH AVE LANDSCAPE ESCROW RELEASE		3,000.00
HANSON BUILDERS	07/20/2026	07/28/2026	3,000.00
15150 109TH AVE N LANDSCAPE ESCROW RELEASE	CHOYT		
420-00000-22100	15150 109TH AVE N LANDSCAPE ESCROW RELEASE		3,000.00
HANSON BUILDERS	07/20/2026	07/28/2026	3,000.00
15191 109TH AVE N LANDSCAPE ESCROW RELEASE	CHOYT		
420-00000-22100	15191 109TH AVE N LANDSCAPE ESCROW RELEASE		3,000.00
HAWKINS, INC	07/13/2026	07/28/2026	4,333.00
PW; CHEMICALS	CHOYT		
601-49400-50216	PW; CHEMICALS		4,333.00
HENNEPIN COUNTY	07/13/2026	07/28/2026	3,138.71
PD; RADIO LEASE-JUN 2026	CHOYT		
101-42120-50320	PD; RADIO LEASE-JUN 2026		3,138.71
HENNEPIN COUNTY	07/14/2026	07/28/2026	413.64
SENTENCE TO SERVE BILLING; 4/1/2026-6/30/20	CHOYT		
101-41650-50388	STS SERVICES -4/1/2026-6/30/2026		413.64
INNOVATIVE OFFICE SOLUTIONS	07/15/2026	07/28/2026	384.64
AC; OPERATING SUPPLIES	CHOYT		
101-41910-50210	OPERATING SUPPLIES		384.64
J.P. MORGAN CHASE BANK NA	06/01/2026	07/28/2026	12.85

Postage - Blood Kit	CHOYT		
101-41810-50322	Postage - Blood Kit		12.85
J.P. MORGAN CHASE BANK NA	06/03/2026	07/28/2026	300.00
Training	CHOYT		
101-42120-50208	Training		300.00
J.P. MORGAN CHASE BANK NA	06/10/2026	07/28/2026	149.99
Juntunen Uniform Allowance	CHOYT		
101-42120-50217	Juntunen Uniform Allowance		149.99
J.P. MORGAN CHASE BANK NA	06/13/2026	07/28/2026	30.00
ID Card Subscription	CHOYT		
101-41810-50205	ID Card Subscription		30.00
J.P. MORGAN CHASE BANK NA	06/15/2026	07/28/2026	17.88
Postage for return	CHOYT		
101-41810-50322	Postage for return		17.88
J.P. MORGAN CHASE BANK NA	06/18/2026	07/28/2026	122.10
Juntunen Uniform Allowance	CHOYT		
101-42120-50217	Juntunen Uniform Allowance		122.10
J.P. MORGAN CHASE BANK NA	06/29/2026	07/28/2026	90.28
Safe Lock Set Replacement	CHOYT		
101-42120-50580	Safe Lock Set Replacement		90.28
J.P. MORGAN CHASE BANK NA	06/02/2026	07/28/2026	1,200.00
MH BULKHEADING PUMPING	CHOYT		
602-49400-50530	MH BULKHEADING PUMPING		1,200.00
J.P. MORGAN CHASE BANK NA	06/04/2026	07/28/2026	381.82
Hammer Drill Bits	CHOYT		

101-43100-50210	Hammer Drill Bits			381.82
J.P. MORGAN CHASE BANK NA		06/10/2026	07/28/2026	419.00
POLLINATOR GARDEN SEED	CHOYT			
405-45200-50225	POLLINATOR GARDEN SEED			419.00
J.P. MORGAN CHASE BANK NA		06/26/2026	07/28/2026	1,070.45
TREE REMOVAL EQUIPMENT	CHOYT			
101-43100-50210	TREE REMOVAL EQUIPMENT			1,070.45
J.P. MORGAN CHASE BANK NA		06/26/2026	07/28/2026	609.99
TREE REMOVAL EQUIPMENT	CHOYT			
101-43100-50210	TREE REMOVAL EQUIPMENT			609.99
J.P. MORGAN CHASE BANK NA		06/04/2026	07/28/2026	50.00
MCFOA Membership Renewal - B Benting	CHOYT			
101-41420-50208	MCFOA Membership Renewal - B Benting			50.00
J.P. MORGAN CHASE BANK NA		06/09/2026	07/28/2026	247.44
Worksession Food	CHOYT			
101-41110-50210	Worksession Food			247.44
J.P. MORGAN CHASE BANK NA		06/16/2026	07/28/2026	46.41
Interview Lunches	CHOYT			
101-41310-50200	Interview Lunches			46.41
J.P. MORGAN CHASE BANK NA		06/15/2026	07/28/2026	415.53
MNGFOA Conference Lodging	CHOYT			
101-41500-50208	MNGFOA Conference Lodging			415.53
J.P. MORGAN CHASE BANK NA		06/02/2026	07/28/2026	50.00
MCFOA renewal	CHOYT			
101-41420-50205	MCFOA renewal			50.00

J.P. MORGAN CHASE BANK NA	06/15/2026	07/28/2026	47.00
title work	CHOYT		
101-41310-50205	title work		47.00
J.P. MORGAN CHASE BANK NA	06/15/2026	07/28/2026	1.01
title work service fee	CHOYT		
101-41310-50205	title work service fee		1.01
J.P. MORGAN CHASE BANK NA	06/18/2026	07/28/2026	698.82
Digium	CHOYT		
101-41820-50308	Digium		698.82
J.P. MORGAN CHASE BANK NA	06/23/2026	07/28/2026	11.00
BI pro	CHOYT		
101-41820-50308	BI pro		11.00
J.P. MORGAN CHASE BANK NA	06/26/2026	07/28/2026	52.09
zoom	CHOYT		
101-41500-50205	zoom		52.09
J.P. MORGAN CHASE BANK NA	06/02/2026	07/28/2026	50.00
MCFOA renewal	CHOYT		
101-41420-50205	MCFOA renewal		50.00
J.P. MORGAN CHASE BANK NA	06/10/2026	07/28/2026	9.99
highlighters	CHOYT		
101-41810-50200	highlighters		9.99
J.P. MORGAN CHASE BANK NA	06/10/2026	07/28/2026	9.99
SDcard reader	CHOYT		
101-41810-50200	SDcard reader		9.99

J.P. MORGAN CHASE BANK NA	06/11/2026	07/28/2026	195.96
4 cases of 8.5x11 paper	CHOYT		
101-41810-50200 4 cases of 8.5x11 paper			195.96
J.P. MORGAN CHASE BANK NA	06/16/2026	07/28/2026	13.12
Amazon-supplies	CHOYT		
101-41810-50200 Amazon-supplies			13.12
J.P. MORGAN CHASE BANK NA	06/16/2026	07/28/2026	14.78
Amazon-supplies	CHOYT		
101-41810-50200 Amazon-supplies			14.78
J.P. MORGAN CHASE BANK NA	06/17/2026	07/28/2026	359.25
Minuteman Press-Envelopes	CHOYT		
101-41810-50200 Minuteman Press-Envelopes			359.25
J.P. MORGAN CHASE BANK NA	06/04/2026	07/28/2026	145.69
Burns Uniform Allowance	CHOYT		
101-42120-50217 Burns Uniform Allowance			145.69
J.P. MORGAN CHASE BANK NA	06/05/2026	07/28/2026	24.95
Burns Uniform Allowance	CHOYT		
101-42120-50217 Burns Uniform Allowance			24.95
J.P. MORGAN CHASE BANK NA	06/09/2026	07/28/2026	139.49
Johnson Uniform	CHOYT		
101-42120-50217 Johnson Uniform			139.49
J.P. MORGAN CHASE BANK NA	06/09/2026	07/28/2026	12.95
Johnson Uniform	CHOYT		
101-42120-50217 Johnson Uniform			12.95
J.P. MORGAN CHASE BANK NA	05/29/2026	07/28/2026	125.00

network subscription	CHOYT		
101-43100-50212	network subscription		125.00
J.P. MORGAN CHASE BANK NA	06/04/2026	07/28/2026	4,052.56
GIS ACCESS LICENCES	CHOYT		
601-49400-50210	GIS ACCESS LICENCES		4,052.56
J.P. MORGAN CHASE BANK NA	06/09/2026	07/28/2026	43.40
REMARKABLE DATA PLAN	CHOYT		
101-43100-50210	REMARKABLE DATA PLAN		43.40
J.P. MORGAN CHASE BANK NA	06/22/2026	07/28/2026	3,344.00
CONCRETE TESTING	CHOYT		
101-43100-50300	CONCRETE TESTING		3,344.00
J.P. MORGAN CHASE BANK NA	06/24/2026	07/28/2026	1,725.00
IRRIGATION ELECTRICS	CHOYT		
101-45200-50300	IRRIGATION ELECTRICS		1,725.00
J.P. MORGAN CHASE BANK NA	06/23/2026	07/28/2026	375.00
ROW PERMIT	CHOYT		
101-43100-50224	ROW PERMIT		375.00
J.P. MORGAN CHASE BANK NA	06/25/2026	07/28/2026	22.00
OPEN HOUSE SIGNS	CHOYT		
101-41910-50210	OPEN HOUSE SIGNS		22.00
J.P. MORGAN CHASE BANK NA	06/25/2026	07/28/2026	240.00
PARK PASSPORT SIGNS	CHOYT		
101-41910-50210	PARK PASSPORT SIGNS		240.00
J.P. MORGAN CHASE BANK NA	06/25/2026	07/28/2026	27.00
PARK POSTERS	CHOYT		

101-41910-50210	PARK POSTERS			27.00
J.P. MORGAN CHASE BANK NA		06/25/2026	07/28/2026	30.00
PARK PASSPORT SIGNS		CHOYT		
101-41910-50210	PARK PASSPORT SIGNS			30.00
J.P. MORGAN CHASE BANK NA		06/29/2026	07/28/2026	125.00
SUBSCRIPTION		CHOYT		
101-43100-50212	SUBSCRIPTION			125.00
J.P. MORGAN CHASE BANK NA		05/31/2026	07/28/2026	93.06
Helmet Flashlights		CHOYT		
101-42260-50200	Helmet Flashlights			93.06
J.P. MORGAN CHASE BANK NA		05/31/2026	07/28/2026	267.04
Helmet Flashlights Batteries Shower Ma		CHOYT		
101-42260-50200	Helmet Flashlights Batteries Shower Ma			267.04
J.P. MORGAN CHASE BANK NA		06/01/2026	07/28/2026	191.04
Bottled Water		CHOYT		
101-42260-50200	Bottled Water			191.04
J.P. MORGAN CHASE BANK NA		06/07/2026	07/28/2026	74.91
Phoenix Dog Food		CHOYT		
101-42260-50200	Phoenix Dog Food			74.91
J.P. MORGAN CHASE BANK NA		06/07/2026	07/28/2026	55.54
Label Tape for Label Maker		CHOYT		
101-42260-50200	Label Tape for Label Maker			55.54
J.P. MORGAN CHASE BANK NA		06/08/2026	07/28/2026	2,787.00
Fire Engineering Training Platform		CHOYT		
101-42260-50208	Fire Engineering Training Platform			2,787.00

J.P. MORGAN CHASE BANK NA	06/15/2026	07/28/2026	54.20
Brady Label Tape	CHOYT		
101-42260-50200	Brady Label Tape		54.20
J.P. MORGAN CHASE BANK NA	06/13/2026	07/28/2026	2,524.47
Fire Apparatus Operator Aerial Book	CHOYT		
101-42260-50208	Fire Apparatus Operator Aerial Book		2,524.47
J.P. MORGAN CHASE BANK NA	06/16/2026	07/28/2026	39.06
Chief One Car Wash	CHOYT		
101-42260-50220	Chief One Car Wash		39.06
J.P. MORGAN CHASE BANK NA	06/18/2026	07/28/2026	318.56
First Net Cell Phone	CHOYT		
101-42260-50320	First Net Cell Phone		318.56
J.P. MORGAN CHASE BANK NA	05/29/2026	07/28/2026	123.19
Uniform Allowance - Grimsby	CHOYT		
101-42120-50217	Uniform Allowance - Grimsby		123.19
J.P. MORGAN CHASE BANK NA	06/10/2026	07/28/2026	4.00
Parking	CHOYT		
225-41710-50210	Parking		4.00
J.P. MORGAN CHASE BANK NA	06/23/2026	07/28/2026	14.30
Supplies	CHOYT		
101-41710-50200	Supplies		14.30
J.P. MORGAN CHASE BANK NA	05/29/2026	07/28/2026	12.95
Uniform Allowance - Johnson	CHOYT		
101-42120-50217	Uniform Allowance - Johnson		12.95

J.P. MORGAN CHASE BANK NA	06/02/2026	07/28/2026	67.16
Firearms Supplies	CHOYT		
101-42120-50580	Firearms Supplies		67.16
J.P. MORGAN CHASE BANK NA	06/02/2026	07/28/2026	72.32
Building Supplies	CHOYT		
101-41810-50223	Building Supplies		72.32
J.P. MORGAN CHASE BANK NA	06/02/2026	07/28/2026	16.99
Building Supplies	CHOYT		
101-41810-50200	Building Supplies		16.99
J.P. MORGAN CHASE BANK NA	06/03/2026	07/28/2026	85.98
Squad Supplies	CHOYT		
101-42120-50200	Squad Supplies		85.98
J.P. MORGAN CHASE BANK NA	06/08/2026	07/28/2026	34.99
Squad Equipment	CHOYT		
101-42120-50580	Squad Equipment		34.99
J.P. MORGAN CHASE BANK NA	06/10/2026	07/28/2026	(67.16)
Refund Firearms Supplies	CHOYT		
101-42120-50580	Refund Firearms Supplies		(67.16)
J.P. MORGAN CHASE BANK NA	06/14/2026	07/28/2026	40.77
Building Supplies	CHOYT		
101-41810-50223	Building Supplies		40.77
J.P. MORGAN CHASE BANK NA	06/14/2026	07/28/2026	130.62
Office Supplies	CHOYT		
101-42120-50200	Office Supplies		130.62
J.P. MORGAN CHASE BANK NA	06/16/2026	07/28/2026	200.00

Investigation Software Monthly Subscrip	CHOYT		
101-42120-50308	Investigation Software Monthly Subscrip		200.00
J.P. MORGAN CHASE BANK NA	06/18/2026	07/28/2026	61.38
Building Supplies	CHOYT		
101-41810-50223	Building Supplies		61.38
J.P. MORGAN CHASE BANK NA	06/21/2026	07/28/2026	13.29
Building Supplies	CHOYT		
101-41810-50200	Building Supplies		13.29
J.P. MORGAN CHASE BANK NA	06/21/2026	07/28/2026	97.49
Office Supplies	CHOYT		
101-42120-50200	Office Supplies		97.49
J.P. MORGAN CHASE BANK NA	06/24/2026	07/28/2026	3,500.00
PD; DONATION	CHOYT		
101-49999-50429	PD; DONATION		3,500.00
J.P. MORGAN CHASE BANK NA	06/26/2026	07/28/2026	11.53
Office Supplies	CHOYT		
101-42120-50200	Office Supplies		11.53
J.P. MORGAN CHASE BANK NA	06/26/2026	07/28/2026	31.99
Office Supplies	CHOYT		
101-42120-50200	Office Supplies		31.99
J.P. MORGAN CHASE BANK NA	06/02/2026	07/28/2026	28.91
Refreshments for Poster Winner	CHOYT		
101-42260-50345	Refreshments for Poster Winner		28.91
J.P. MORGAN CHASE BANK NA	06/16/2026	07/28/2026	18.43
Wire Wheel Brush and Handy Box Cover	CHOYT		

101-42260-50200	Wire Wheel Brush and Handy Box Cover			18.43
J.P. MORGAN CHASE BANK NA		06/26/2026	07/28/2026	42.88
Truck Wash Soap	CHOYT			
101-42260-50200	Truck Wash Soap			42.88
J.P. MORGAN CHASE BANK NA		06/26/2026	07/28/2026	239.98
Barn fan and small fan for day room	CHOYT			
101-42260-50200	Barn fan and small fan for day room			239.98
J.P. MORGAN CHASE BANK NA		06/26/2026	07/28/2026	270.25
Front Brakes and Rotors Chief One	CHOYT			
101-42260-50220	Front Brakes and Rotors Chief One			270.25
J.P. MORGAN CHASE BANK NA		06/29/2026	07/28/2026	45.74
Refrigerant for E-21	CHOYT			
101-42260-50220	Refrigerant for E-21			45.74
J.P. MORGAN CHASE BANK NA		06/04/2026	07/28/2026	76.00
SPORTS BOXE STICKERS	CHOYT			
101-41910-50210	SPORTS BOXE STICKERS			76.00
J.P. MORGAN CHASE BANK NA		06/04/2026	07/28/2026	360.00
WETLAND BUFFER SIGNS	CHOYT			
101-43100-50210	WETLAND BUFFER SIGNS			360.00
J.P. MORGAN CHASE BANK NA		06/08/2026	07/28/2026	14.34
OFFICE SUPPLIES	CHOYT			
101-43100-50210	OFFICE SUPPLIES			14.34
J.P. MORGAN CHASE BANK NA		06/08/2026	07/28/2026	15.69
OFFICE SUPPLIES	CHOYT			
101-43100-50210	OFFICE SUPPLIES			15.69

J.P. MORGAN CHASE BANK NA	06/09/2026	07/28/2026	794.99
FFN BOUNCE HOUSES	CHOYT		
101-41910-50210	FFN BOUNCE HOUSES		794.99
J.P. MORGAN CHASE BANK NA	06/09/2026	07/28/2026	176.00
FFN SIGNS	CHOYT		
101-41910-50210	FFN SIGNS		176.00
J.P. MORGAN CHASE BANK NA	06/12/2026	07/28/2026	63.75
FAMILY FUN NIGHT SUPPLIES	CHOYT		
101-41910-50210	FAMILY FUN NIGHT SUPPLIES		63.75
J.P. MORGAN CHASE BANK NA	06/02/2026	07/28/2026	1,348.74
ELK RIVER UTILITIES	CHOYT		
101-41810-50381	ELK RIVER UTILITIES		1,348.74
J.P. MORGAN CHASE BANK NA	06/16/2026	07/28/2026	163.90
Adam's Pest Control-13700	CHOYT		
101-41810-50308	Adam's Pest Control-13700		163.90
J.P. MORGAN CHASE BANK NA	06/16/2026	07/28/2026	149.45
Adam's Pest Control 12260	CHOYT		
101-41810-50308	Adam's Pest Control 12260		149.45
J.P. MORGAN CHASE BANK NA	06/20/2026	07/28/2026	118.00
Culligan	CHOYT		
101-41810-50308	Culligan		118.00
J.P. MORGAN CHASE BANK NA	06/20/2026	07/28/2026	443.90
Republic-12260 May	CHOYT		
101-41810-50384	Republic-12260 May		443.90

J.P. MORGAN CHASE BANK NA	06/20/2026	07/28/2026	49.00
Culligan-18461	CHOYT		
101-41810-50308 Culligan-18461			49.00
J.P. MORGAN CHASE BANK NA	06/20/2026	07/28/2026	42.00
Culligan-16471	CHOYT		
101-41810-50308 Culligan-16471			42.00
J.P. MORGAN CHASE BANK NA	06/20/2026	07/28/2026	181.72
Republic-18461 May	CHOYT		
101-41810-50384 Republic-18461 May			181.72
J.P. MORGAN CHASE BANK NA	06/20/2026	07/28/2026	272.22
Republic-16471 May	CHOYT		
101-41810-50384 Republic-16471 May			272.22
J.P. MORGAN CHASE BANK NA	06/20/2026	07/28/2026	875.57
Republic 13700 May-Jun	CHOYT		
101-41810-50384 Republic 13700 May-Jun			875.57
J.P. MORGAN CHASE BANK NA	06/20/2026	07/28/2026	47.00
Culligan-12260 Jun	CHOYT		
101-41810-50308 Culligan-12260 Jun			47.00
J.P. MORGAN CHASE BANK NA	06/24/2026	07/28/2026	172.55
Adam's Pest Control-Prevention	CHOYT		
101-41810-50300 Adam's Pest Control-Prevention			172.55
KNOX	07/21/2026	07/28/2026	1,410.00
OTHER EQUIPMENT-KNOXDCK 8600 KEY	CHOYT		
101-42120-50580 OTHER EQUIPMENT-KNOXDCK 8600 KEY			1,410.00
KNOX	07/21/2026	07/28/2026	1,899.00

OTHER EQUIPMENT-KEYSECURE	CHOYT		
401-42260-50580	OTHER EQUIPMENT-KEYSECURE		1,899.00
KWIK TRIP INC	07/15/2026	07/28/2026	100.44
PD; 514204/ CARWASH	CHOYT		
101-42120-50220	PD; 514204/ CARWASH		82.58
101-42260-50212	FD; FUEL		17.86
LANDFORM PROFESSIONAL SVCS, LLC	07/22/2026	07/28/2026	10,509.25
PLANNING SERVICES- JUN 2026	CHOYT		
101-41710-50300	PLANNING; CITY BUSINESS		535.75
101-41710-50300	PLANNING; MTG CITY MEETINGS		7,791.25
411-43100-50303-6203	PLANNING FEES; PROJ 6203		1,319.75
101-41710-50300	PLANNING; CITY MEETINGS		862.50
LEAGUE OF MN CITIES-INSURANCE	07/13/2026	07/28/2026	61,698.50
PROPERTY/CASUALTY COVERAGE PREMIUM; ACC	CHOYT		
101-41110-50362	PROPERTY INS/ACCT #10002719		260.14
101-41310-50362	PROPERTY INS/ACCT #10002719		914.92
101-41420-50362	PROPERTY INS/ACCT #10002719		886.39
101-41500-50362	PROPERTY INS/ACCT #10002719		516.96
101-41810-50362	PROPERTY INS/ACCT #10002719		296.26
101-41710-50362	PROPERTY INS/ACCT #10002719		592.54
101-41910-50362	PROPERTY INS/ACCT #10002719		832.53
101-42120-50362	PROPERTY INS/ACCT #10002719		24,758.97
101-42260-50362	PROPERTY INS/ACCT #10002719		3,741.12
101-43100-50362	PROPERTY INS/ACCT #10002719		12,115.89
101-45200-50362	PROPERTY INS/ACCT #10002719		6,901.03
601-49400-50362	PROPERTY INS/ACCT #10002719		4,082.36
602-49400-50362	PROPERTY INS/ACCT #10002719		5,799.39
LENNAR	07/20/2026	07/28/2026	3,000.00
13642 141ST AVE N LANDSCAPE ESCROW RELEA	CHOYT		

420-00000-22100	13642 141ST AVE N LANDSCAPE ESCROW RELEA		3,000.00
LENNAR	07/20/2026	07/28/2026	3,000.00
13741 141ST AVE N LANDSCAPE ESCROW RELEA CHOYT			
420-00000-22100	13741 141ST AVE N LANDSCAPE ESCROW RELEA		3,000.00
LENNAR	07/20/2026	07/28/2026	3,000.00
11325 ITHACA LN N LANDSCAPE ESCROW RELEA CHOYT			
420-00000-22100	11325 ITHACA LN N LANDSCAPE ESCROW RELEA		3,000.00
LENNAR	07/20/2026	07/28/2026	3,000.00
11346 ITHACA LN N LANDSCAPE ESCROW RELEA CHOYT			
420-00000-22100	11346 ITHACA LN N LANDSCAPE ESCROW RELEA		3,000.00
LENNAR	07/20/2026	07/28/2026	3,000.00
11335 ITHACA LN N LANDSCAPE ESCROW RELEA CHOYT			
420-00000-22100	11335 ITHACA LN N LANDSCAPE ESCROW RELEA		3,000.00
LENNAR	07/20/2026	07/28/2026	3,000.00
11326 ITHACA LN N LANDSCAPE ESCROW RELEA CHOYT			
420-00000-22100	11326 ITHACA LN N LANDSCAPE ESCROW RELEA		3,000.00
LENNAR	07/20/2026	07/28/2026	3,000.00
11285 ITHACA LN LANDSCAPE ESCROW RELEAS CHOYT			
420-00000-22100	11285 ITHACA LN LANDSCAPE ESCROW RELEAS		3,000.00
LENNAR	07/20/2026	07/28/2026	3,000.00
11295 ITHACA LN LANDSCAPE ESCROW RELEASE CHOYT			
420-00000-22100	11295 ITHACA LN LANDSCAPE ESCROW RELEASE		3,000.00
LENNAR	07/20/2026	07/28/2026	3,000.00
11296 ITHACA LN LANDSCAPE ESCROW RELEASE CHOYT			
420-00000-22100	11296 ITHACA LN LANDSCAPE ESCROW RELEASE		3,000.00

LENNAR	07/20/2026	07/28/2026	3,000.00
11286 ITHACA LN N LANDSCAPE ESCROW RELEASE CHOYT			
420-00000-22100	11286 ITHACA LN N LANDSCAPE ESCROW RELEASE		3,000.00
LENNAR	07/20/2026	07/28/2026	3,000.00
11145 ITHACA LN LANDSCAPE ESCROW RELEASE CHOYT			
420-00000-22100	11145 ITHACA LN LANDSCAPE ESCROW RELEASE		3,000.00
LENNAR	07/20/2026	07/28/2026	3,000.00
11155 ITHACA LN N LANDSCAPE ESCROW RELEASE CHOYT			
420-00000-22100	11155 ITHACA LN N LANDSCAPE ESCROW RELEASE		3,000.00
LENNAR	07/20/2026	07/28/2026	3,000.00
10967 HARBOR LN LANDSCAPE ESCROW RELEASE CHOYT			
420-00000-22100	10967 HARBOR LN LANDSCAPE ESCROW RELEASE		3,000.00
LENNAR	07/20/2026	07/28/2026	3,000.00
10977 HARBOR LN LANDSCAPE ESCROW RELEASE CHOYT			
420-00000-22100	10977 HARBOR LN LANDSCAPE ESCROW RELEASE		3,000.00
LENNAR	07/20/2026	07/28/2026	3,000.00
10925 GLACIER LN LANDSCAPE ESCROW RELEASE CHOYT			
420-00000-22100	10925 GLACIER LN LANDSCAPE ESCROW RELEASE		3,000.00
LENNAR	07/22/2026	07/28/2026	3,000.00
14556 111TH AVE LANDSCAPE ESCROW RELEASE CHOYT			
420-00000-22100	14556 111TH AVE LANDSCAPE ESCROW RELEASE		3,000.00
LENNAR	07/22/2026	07/28/2026	3,000.00
14565 111TH LANDSCAPE ESCROW RELEASE CHOYT			
420-00000-22100	14565 111TH LANDSCAPE ESCROW RELEASE		3,000.00

LENNAR	07/22/2026	07/28/2026	3,000.00
14566 111TH AVE N LANDSCAPE ESCROW RELEASE CHOYT			
420-00000-22100	14566 111TH AVE N LANDSCAPE ESCROW RELEASE		3,000.00
LENNAR	07/22/2026	07/28/2026	3,000.00
14575 111TH AVE N LANDSCAPE ESCROW RELEASE CHOYT			
420-00000-22100	14575 111TH AVE N LANDSCAPE ESCROW RELEASE		3,000.00
LENNAR	07/22/2026	07/28/2026	3,000.00
14585 111TH AVE LANDSCAPE ESCROW RELEASE CHOYT			
420-00000-22100	14585 111TH AVE LANDSCAPE ESCROW RELEASE		3,000.00
LENNAR	07/22/2026	07/28/2026	3,000.00
14586 111TH AVE N LANDSCAPE ESCROW RELEASE CHOYT			
420-00000-22100	14586 111TH AVE N LANDSCAPE ESCROW RELEASE		3,000.00
LENNAR	07/22/2026	07/28/2026	3,000.00
14596 111TH AVE N LANDSCAPE ESCROW RELEASE CHOYT			
420-00000-22100	14596 111TH AVE N LANDSCAPE ESCROW RELEASE		3,000.00
LEVANDER, GILLEN & MILLER, P.A.	07/13/2026	07/28/2026	11,785.00
LEGAL FEES- MAY-JUN 2026	CHOYT		
101-41640-50304	LEGAL FEES		8,989.50
414-41900-50304	LEGAL FEES-113TH		292.50
414-41900-50304	LEGAL FEES-SW DAYTON		1,872.00
411-43100-50304-6204	LEGAL FEES-PROJ 6204		631.00
M/I HOMES OF MPLS	07/20/2026	07/28/2026	3,000.00
11210 NIAGARA LANDSCAPE ESCROW RELEASE CHOYT			
420-00000-22100	11210 NIAGARA LANDSCAPE ESCROW RELEASE		3,000.00
M/I HOMES OF MPLS	07/20/2026	07/28/2026	3,000.00
11220 NIAGARA LN LANDSCAPE ESCROW RELEASE CHOYT			

420-00000-22100	11220 NIAGARA LN LANDSCAPE ESCROW RELEAS			3,000.00
M/I HOMES OF MPLS		07/20/2026	07/28/2026	3,000.00
11200 NIAGARA LN N LANDSCAPE ESCROW RELE CHOYT				
420-00000-22100	11200 NIAGARA LN N LANDSCAPE ESCROW RELE			3,000.00
MACQUEEN EMERGENCY GROUP		07/15/2026	07/28/2026	542.25
PW; REPAIR 2023 DODGE #2306	CHOYT			
101-42120-50220	PW; REPAIR 2023 DODGE #2306			542.25
MENARDS - MAPLE GROVE		07/14/2026	07/28/2026	72.13
REPAIR SUPPLIES	CHOYT			
101-43100-50220	REPAIR SUPPLIES			72.13
MENARDS - MAPLE GROVE		07/14/2026	07/28/2026	195.60
PW; SUPPLIES	CHOYT			
101-43100-50210	PW; SUPPLIES			195.60
METROPOLITAN COUNCIL		07/21/2026	07/28/2026	142,688.70
SAC FEE; JUN 2026	CHOYT			
602-00000-20801	SAC FEE; JUN 2026			144,130.00
602-49450-37270	LESS PROMPT PAYMENT FEE;			(1,441.30)
MINNESOTA DEPARTMENT OF HEALTH		07/13/2026	07/28/2026	0.00
TEST	CHOYT			
601-00000-20820	MN CONNECT FEE			1.00
MINNESOTA DEPARTMENT OF HEALTH		07/15/2026	07/28/2026	12,640.00
MN CONNECT FEE;3322 APR-JUN 2026	CHOYT			
601-00000-20820	MN CONNECT FEE;3322 APR-JUN 2026			12,640.00
MINNESOTA EQUIPMENT		06/18/2026	07/28/2026	1.09
PARKS; REPAIR/MAINT	CHOYT			

101-45200-50220	PARKS; REPAIR/MAINT			1.09
MINNESOTA EQUIPMENT		07/13/2026	07/28/2026	123.48
AIR FILETER FOR GATOR	CHOYT			
101-45200-50220	AIR FILETER FOR GATOR			123.48
MINUTEMAN PRESS		07/14/2026	07/28/2026	2,652.95
UTILITY BILLING; JUL 2026	CHOYT			
601-49400-50200	UTILITY BILLING; JUL 2026			1,326.48
602-49400-50200	UTILITY BILLING; JUL 2026			1,326.47
MN DEPT OF LABOR & INDUSTRY		07/13/2026	07/28/2026	23,580.38
PS 2606-0211 2ND QTR SURCHARGE	CHOYT			
101-00000-22020	BLDG PERMIT SURCHARGE;2ND QTR			24,562.90
101-40500-34108	LESS RETENTION			(982.52)
MN PUBLIC FACILITIES		07/14/2026	07/28/2026	44,463.79
GO BOND PRINCIPAL MPFA-09-0058-R-FY10	CHOYT			
348-41900-50611	BOND INTEREST			1,463.79
348-41900-50601	GO BOND PRINCIPAL MPFA-09-0058-R-FY10			43,000.00
MONTICELLO ANIMAL CONTROL		07/15/2026	07/28/2026	110.00
PD; ANIMAL CONTROL-JUN 2026	CHOYT			
101-42140-50308	PD; ANIMAL CONTROL-JUN			110.00
MORETON CAPITAL MARKETS		07/09/2026	07/09/2026	3,500,000.00
WIRE TRANSFER TO MORETON FOR INVESTING	DBRUNETTE			
901-00000-10400	WIRE TRANSFER TO MORETON FOR INVESTING			3,500,000.00
MOTOROLA, INC		07/15/2026	07/28/2026	4,387.50
PD; CONTRACT SERVICES JUN-JUN 2027	CHOYT			
101-42120-50308	PD; CONTRACT SERVICES			4,387.50

MSA PROFESSIONAL SERVICES, INC.	07/15/2026	07/28/2026	4,999.00
2025 CONCEPT PLANS PROJECT-ELSIE STEPHEN CHOYT			
405-41900-50300	2025 CONCEPT PLANS PROJECT		4,999.00
NORTHWESTERN POWER EQUIPMENT CO.INC	07/21/2026	07/28/2026	7,180.00
OTHER EQUIPMENT-DRY DEHUMIDIFIER	CHOYT		
601-49400-50580	OTHER EQUIPMENT-DRY DEHUMIDIFIER		7,180.00
RANDY & DEBBIE PAULSON	07/21/2026	07/28/2026	190.00
UB refund for account: 6864	CHOYT		
601-00000-15550	CREDIT FORWARD		190.00
RDO EQUIPMENT	07/20/2026	07/28/2026	375.00
CITY FACILITY RENTAL REFUND DUE TO AIR QUAL CHOYT			
101-40500-34111	CITY FACILITY RENTAL REFUND AIR QUALITY		68.60
101-00000-20300	SALES TAX PAYABLE-REFUND		6.40
101-00000-21716	CITY FACILITY RENTAL DEPOSIT REFUND		300.00
ROGERS TRUE VALUE	07/13/2026	07/28/2026	7.59
PARKS; REPAIR/MAINT IRRIGATION	CHOYT		
101-45200-50220	PARKS; REPAIR/MAINT IRRIGATION		7.59
ROGERS TRUE VALUE	07/13/2026	07/28/2026	54.34
PW; OPERATING SUPPLIES	CHOYT		
101-43100-50210	PW; OPERATING SUPPLIES		54.34
SHORTSTOP ELECTRIC	07/14/2026	07/28/2026	355.00
15060 N DIAMOND LK -RENTAL PROPERTY REPAIR CHOYT			
101-41810-50223	BUILDING REPAIR SUPPLIES-RENTAL PROPERTY		355.00
THE MINNESOTA STAR TRIBUNE	07/13/2026	07/28/2026	856.80
GENERAL PUBLIC NOTICES- JUN 2026	CHOYT		
101-41110-50352	GENERAL NOTICES;MORATORIUM SITE		207.20

101-41110-50352	GENERAL NOTICES; MORATORIUM PRELIM.		190.40
411-43100-50351-6098	LEGAL NOTICES-PROJ 6098		184.80
101-41110-50352	PUBLIC NOTICE; CITY CODE		156.80
101-41110-50352	PUBLIC NOTICE; GARAGE SIZE		117.60
TOTAL CONTROL SYSTEMS, INC	07/15/2026	07/28/2026	405.00
PW; WELL #1 & 4 CRADLEPOINT APR-JUN 2026	CHOYT		
601-49400-50321	PW; WELL #1 & 4 CRADLEPOINT		405.00
UBS FINANCIAL SERVICES INC	07/09/2026	07/09/2026	2,000,000.00
WIRE TRANSFER TO UBS FOR INVESTING	DBRUNETTE		
901-00000-10400	WIRE TRANSFER TO UBS FOR INVESTING		2,000,000.00
VERIZON WIRELESS	07/20/2026	07/28/2026	150.12
PW;CELL SERVICE;MCM SEWER JUN-JUL 2026	CHOYT		
602-49400-50321	PW;CELL SERVICE;MCM SEWER JUN-JUL		150.12
WATER LABORATORIES, INC	07/13/2026	07/28/2026	687.20
WATER TESTING; JUN 2026	CHOYT		
601-49400-50300	WATER TESTING; JUN 2026		687.20
XCEL ENERGY	07/14/2026	07/28/2026	3,115.92
51-0013565432-4; 14695 RIVER/WELLHOUSE JUI	CHOYT		
601-49400-50381	51-0013565432-4; 14695 RIVER/WELLHOUSE		3,115.92
XCEL ENERGY	07/14/2026	07/28/2026	27.59
51-0014502550-6 11781 1/2 W FRENCH JUN 202	CHOYT		
101-43100-50230	51-0014502550-6 11781 1/2 W FRENCH		27.59
XCEL ENERGY	07/14/2026	07/28/2026	36.74
51-0015591826-7; 14642 146TH/IRR. JUN 2026	CHOYT		
601-49400-50381	51-0015591826-7; 14642 146TH/IRR.		36.74

XCEL ENERGY	07/14/2026	07/28/2026	26.03
51-0014444656-9;14748 CHESHIRE CT S.L. JUN 2026	CHOYT		
101-43100-50230	51-0014444656-9;14748 CHESHIRE CT S.L.		26.03
XCEL ENERGY	07/14/2026	07/28/2026	33.02
51-0013985527-8; CHESHIRE LGT; JUN 2026	CHOYT		
101-43100-50230	51-0013985527-8; CHESHIRE LGT;		33.02
XCEL ENERGY	07/14/2026	07/28/2026	22.70
51-6970693-8;17320 DAYTON SHED JUN 2026	CHOYT		
101-41810-50381	51-6970693-8;17320 DAYTON SHED		22.70
XCEL ENERGY	07/14/2026	07/28/2026	36.68
51-0013923150-3;HOLLY LN JUN 2026	CHOYT		
101-43100-50230	51-0013923150-3;HOLLY LN		36.68
XCEL ENERGY	07/14/2026	07/28/2026	53.58
51-0013433451-8;BROCKTON LGT JUN 2026	CHOYT		
101-43100-50230	51-0013433451-8;BROCKTON LGT		53.58
XCEL ENERGY	07/14/2026	07/28/2026	4,974.57
51-0011857801-8;PD/PW BLDG JUN 2026	CHOYT		
101-41810-50381	51-0011857801-8;PD/PW BLDG		4,974.57
XCEL ENERGY	07/14/2026	07/28/2026	32.21
51-0013211437-0;SDL TRAIL LIFT JUN 2026	CHOYT		
601-49400-50381	51-0013211437-0;SDL TRAIL LIFT		32.21
XCEL ENERGY	07/14/2026	07/28/2026	0.16
51-0014712973-2; 18160 SIREN JUN 2026	CHOYT		
101-41810-50381	51-0014712973-2; 18160 SIREN		0.16
XCEL ENERGY	07/14/2026	07/28/2026	23.99

51-0014423188-8;14678 146TH AVE ST LGT JUN : CHOYT			
101-43100-50230	51-0014423188-8;14678 146TH AVE ST LGT		23.99
XCEL ENERGY	07/14/2026	07/28/2026	51.16
51-0014473382-9 12000.5 W FRENCH LK RD JUN CHOYT			
101-43100-50230	51-0014473382-9 12000.5 W FRENCH LK RD		51.16
XCEL ENERGY	07/14/2026	07/28/2026	26.03
51-0014444653-6;14666 146TH AVE S.L. JUN 202 CHOYT			
101-43100-50230	51-0014444653-6;14666 146TH AVE S.L.		26.03
XCEL ENERGY	07/14/2026	07/28/2026	32.58
51-0014297205-1;14641 U.PASS W/RH PKWY JUI CHOYT			
101-43100-50230	51-0014297205-1;14641 U.PASS W/RH PKWY		32.58
XCEL ENERGY	07/14/2026	07/28/2026	44.24
51-0014158934-9; 11501 DAYTON/S.L JUN 2026 CHOYT			
101-43100-50230	51-0014158934-9; 11501 DAYTON/S.L		44.24
XCEL ENERGY	07/20/2026	07/28/2026	79.19
51-0015605920-3 11301 DAYTON PKWY SIGNALS CHOYT			
101-43100-50230	51-0015605920-3 11301 DAYTON PKWY		79.19
XCEL ENERGY	07/20/2026	07/28/2026	77.35
51-0013348079-5;14430 DAYTON RIVER JUN 202 CHOYT			
101-45200-50381	51-0013348079-5;14430 DAYTON RIVER		77.35
XCEL ENERGY	07/22/2026	07/28/2026	23.74
51-0012400696-3;RUSH CR; JUN 2026 CHOYT			
101-45200-50381	51-0012400696-3;RUSH CR; JUN		23.74
# of Invoices:	236	# Due: 193	Totals: 7,379,022.92
# of Credit Memos:	1	# Due: 1	Totals: (67.16)
Net of Invoices and Credit Memos:			7,378,955.76

* 2 Net Invoices have Credits Totalling: (2,423.82)

--- TOTALS BY PAYMENT CARD ACCOUNT ---

0843	653.09
0983	10,108.96
1860	323.08
2363	723.10
3028	3,864.05
3212	123.19
3240	1,500.77
3356	3,681.26
3926	6,404.88
4473	759.38
4971	18.30
4983	859.92
5639	4,310.30
9053	646.19

--- TOTALS BY FUND ---

101 - GENERAL FUND	185,210.28
225 - EDA	4.00
226 - CABLE	2,709.97
348 - 2009A & 2010 W FRENCH LK RD	44,463.79
401 - CAPITAL EQUIPMENT	9,876.56
405 - PARK DEDICATION	5,418.00
411 - DEVELOPER ESCROWS	2,135.55
414 - PAVEMENT MANAGEMENT AND IMPROVEMENTS	4,909.80
415 - STORMWATER	3,390.22
420 - LANDSCAPE ESCROWS	87,000.00
430 - TIF 20 GRACO 2	391,815.65

435 - TIF 16 SAND COMPANIES	7,838.30
601 - WATER FUND	983,018.96
602 - SEWER FUND	151,164.68
901 - INVESTMENTS	5,500,000.00

--- TOTALS BY DEPT/ACTIVITY ---

00000 -	6,599,089.27
40500 - Charges for Service	(913.92)
40700 - Misc Revenue	125.00
41110 - Council	1,538.33
41310 - Administration	1,009.34
41420 - City Clerk	1,036.39
41500 - Finance	5,109.58
41620 - Audit Services	2,824.50
41640 - Legal Services	8,989.50
41650 - Recycling Services	413.64
41710 - Plannning & Economic Dev	10,115.34
41810 - Central Services	13,927.65
41820 - Information Technology	18,367.49
41900 - General Govt	456,736.51
41910 - Activity Center	3,348.91
42120 - Patrol and Investigate	37,488.77
42140 - Animal Control	110.00
42260 - Fire Suppression	21,278.14
43100 - Public Works	32,705.25
45200 - Parks	11,502.18
49400 - Utilities	152,095.19
49450 - Sewer	(1,441.30)
49999 - Contingency	3,500.00

ITEM:

Southwest Dayton Infrastructure Improvements

PREPARED BY:

Jason Quisberg, Engineering

POLICY DECISION / ACTION TO BE CONSIDERED:

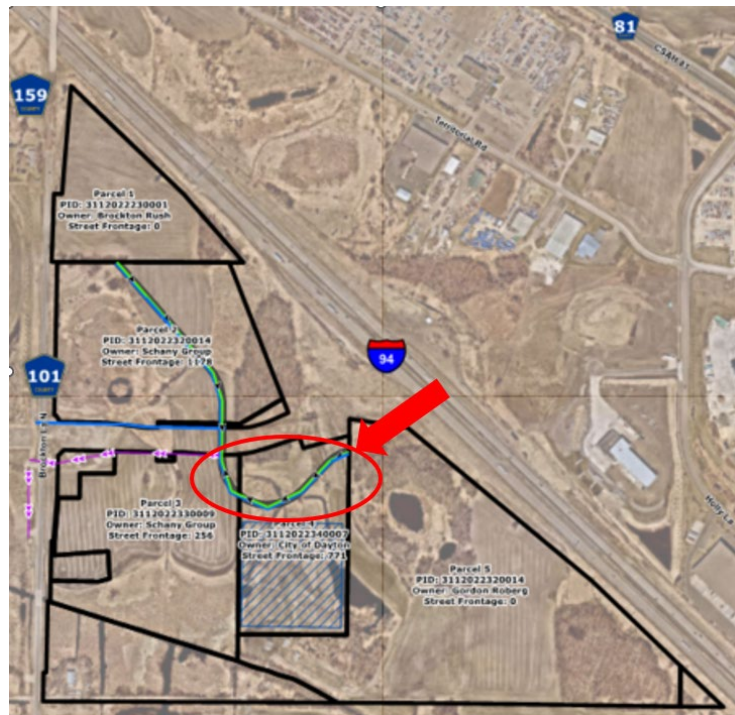
Award Construction Contract for the Southwest Dayton Infrastructure Improvements Project

BACKGROUND:

A project involving the construction of a roadway (and utility) extension, west of I-94, south of Dayton Parkway was previously authorized.

The preparation of plans and specifications for the project was authorized in February 2026, then approved in June. Bids for the construction of the proposed improvements were opened July 21st. Twelve bids were received.

The low bid was submitted by LaTour Construction, Inc., in the amount of \$1,711,133.21. See the attached bid tab and Engineer's letter for additional bid details and recommendations.



Estimated Project Costs:

Activity	Estimated Cost	Notes
Construction	\$1,712,000	Low bid amount (rounded)
Engineering	\$222,500	Per approved proposal
Other Indirect	\$98,500	Est. legal, finance, real estate, etc.
Wetland Mitigation	\$456,000	Includes mitigation credits + fees
Total	\$2,489,000	

Anticipated Project Schedule:

Action	Date
Award Bids	July 28, 2026
Start Construction	Early September 2026
*Interim Completion Date	November 15, 2026
Substantial Completion	August 1, 2027
Final Completion	October 31, 2027

*Interim completion date includes all utility and storm sewer installation, and road improvements up to base materials (gravel plus 2" bituminous paving). Curb and gutter and paving will be completed prior to Substantial Completion.

RECOMMENDATION:

Award a construction contract to LaTour Construction, Inc. in the amount of \$1,711,133.21.

ATTACHMENT(S):

Engineer's letter of recommendation
Bid tabulation



Stantec Consulting Services Inc.
2080 Wooddale Drive Suite 100
Woodbury, MN 55125

July 21, 2026

Honorable Mayor and City Council
City of Dayton
City Hall
12260 South Diamond Lake Road
Dayton, MN 55327

Re: Dayton SW Infrastructure Improvements
Stantec Project No. 193807650
Bid Results

Dear Honorable Mayor and City Council:

Bids were opened for the Project stated above on July 21, 2026. Transmitted herewith is a copy of the Bid Tabulation for your information and file. Copies will also be distributed to each Bidder once the Project has been awarded.

There was a total of 12 Bids. The following summarizes the results of the Bids received:

	<u>Contractor</u>	<u>Base Bid</u>
Low	LaTour Construction, Inc.	\$1,711,133.21
#2	Fehn Companies, Inc.	\$1,721,442.54
#3	Kuechle Underground, Inc.	\$1,821,133.42
#4	S R Weidema, Inc.	\$1,919,366.13
#5	Veit & Company, Inc.	\$2,054,377.07
#6	S M Hentges & Sons, Inc.	\$2,096,474.40
#7	North Pine Aggregate Inc.	\$2,145,680.90
#8	Park Construction Company	\$2,313,763.33
#9	Minger Construction Co., Inc.	\$2,577,539.05
#10	Meyer Contracting, Inc.	\$2,727,750.97
#11	Valley Paving, Inc.	\$2,907,943.06
#12	R L Larson Excavating, Inc.	\$3,603,235.20

The low Bidder on the Project was LaTour Construction, Inc. with a Total Base Bid Amount of \$1,711,133.21. These Bids have been reviewed and found to be in order.

If the City Council wishes to award the Project to the low Bidder, then **LaTour Construction, Inc.** should be awarded the Project on the Total Base Bid in the Amount of **\$1,711,133.21**.

Should you have any questions, please feel free to contact me at (651)395-5216.

Sincerely,

Mark Schroeder, PE
Enclosure

Project Name: **Dayton SW Infrastructure Improvements**I hereby certify that this is an exact
reproduction of bids received.

City Project No.:

Stantec Project No.: 1938076550

Bid Opening: Tuesday, July 21, 2026 at 10:00 AM CDT

Owner: **City of Dayton**

Mark Schroener, P.E.

License No. 49904

BID TABULATION				Bidder No. 1		Bidder No. 2		Bidder No. 3		Bidder No. 4	
				LaTour Construction, Inc.		Fehn Companies, Inc.		Kuechle Underground, Inc.		S. R. Weideman, Inc.	
Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
BASE BID:											
GENERAL											
1	MOBILIZATION AND DEMOBILIZATION	LS	1	\$77,000.00	\$77,000.00	\$65,000.00	\$65,000.00	\$89,500.00	\$89,500.00	\$50,000.00	\$50,000.00
2	TRAFFIC CONTROL	LS	1	\$1,200.00	\$1,200.00	\$2,200.00	\$2,200.00	\$2,000.00	\$2,000.00	\$1,150.00	\$1,150.00
3	TEMPORARY DEWATERING	LS	1	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
TOTAL GENERAL				\$78,200.01		\$67,200.01		\$91,500.01		\$51,150.01	
REMOVALS											
4	CLEARING & GRUBBING	ACRE	3.8	\$7,630.00	\$28,994.00	\$7,700.00	\$29,260.00	\$7,500.00	\$28,500.00	\$7,480.00	\$28,424.00
5	SAWING BITUMINOUS PAVEMENT	LIN FT	55	\$4.10	\$225.50	\$4.00	\$220.00	\$4.00	\$220.00	\$4.00	\$220.00
6	REMOVE BITUMINOUS PAVEMENT	SQ YD	60	\$4.60	\$276.00	\$4.50	\$270.00	\$4.50	\$270.00	\$7.50	\$450.00
7	REMOVE CURB AND GUTTER	LIN FT	24	\$14.80	\$355.20	\$14.50	\$348.00	\$15.00	\$360.00	\$7.00	\$168.00
8	REMOVE SIGN	EACH	1	\$316.00	\$316.00	\$310.00	\$310.00	\$310.00	\$310.00	\$25.00	\$25.00
9	REMOVE CULVERT PIPE	LIN FT	91	\$15.00	\$1,365.00	\$16.48	\$1,499.68	\$12.00	\$1,092.00	\$14.00	\$1,274.00
10	FULL DEPTH RECLAMATION - FINAL	SQ YD	3740	\$3.00	\$11,220.00	\$3.00	\$11,220.00	\$6.80	\$25,432.00	\$1.25	\$4,675.00
TOTAL REMOVALS				\$42,751.70		\$43,127.68		\$56,184.00		\$35,236.00	
EROSION CONTROL											
11	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	30	\$224.00	\$6,720.00	\$220.00	\$6,600.00	\$220.00	\$6,600.00	\$200.00	\$6,000.00
12	CONSTRUCTION ENTRANCE (ROCK) - MAINTAINED	LS	1	\$5,100.00	\$5,100.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$2,152.00	\$2,152.00
13	WATER FOR DUST CONTROL	MGAL	30	\$61.00	\$1,830.00	\$50.00	\$1,500.00	\$50.00	\$1,500.00	\$95.00	\$2,850.00
14	SILT FENCE TYPE MS - MAINTAINED	LIN FT	6300	\$2.15	\$13,545.00	\$3.40	\$21,420.00	\$2.10	\$13,230.00	\$2.10	\$13,230.00
15	SEDIMENT CONTROL LOG, TYPE STRAW - MAINTAINED	LIN FT	500	\$3.30	\$1,650.00	\$5.40	\$2,700.00	\$3.25	\$1,625.00	\$3.25	\$1,625.00
16	BALE BARRIERS - MAINTAINED	LIN FT	3700	\$4.00	\$14,800.00	\$9.50	\$35,150.00	\$3.95	\$14,615.00	\$3.95	\$14,615.00
17	STORM DRAIN INLET PROTECTION - MAINTAINED	EACH	8	\$215.00	\$1,720.00	\$340.00	\$2,720.00	\$320.00	\$2,560.00	\$400.00	\$3,200.00
18	CULVERT PROTECTION - MAINTAINED	EACH	4	\$255.00	\$1,020.00	\$150.00	\$600.00	\$500.00	\$2,000.00	\$275.00	\$1,100.00
19	ROLLED EROSION PREVENTION PRODUCT CATERGORY	SQ YD	14500	\$1.50	\$21,750.00	\$2.00	\$29,000.00	\$1.50	\$21,750.00	\$1.50	\$21,750.00
20	ROLLED EROSION PREVENTION PRODUCT CATERGORY	SQ YD	85	\$3.10	\$263.50	\$2.15	\$182.75	\$3.05	\$259.25	\$3.05	\$259.25
21	ROLLED EROSION PREVENTION PRODUCT CATERGORY	SQ YD	85	\$19.60	\$1,666.00	\$36.00	\$3,060.00	\$19.25	\$1,636.25	\$19.25	\$1,636.25
TOTAL EROSION CONTROL				\$70,064.50		\$107,932.75		\$70,775.50		\$68,417.50	
EARTHWORK											
22	EXCAVATION - COMMON (EV) (P)	CU YD	59618	\$5.60	\$333,860.80	\$5.70	\$339,822.60	\$5.50	\$327,899.00	\$4.15	\$247,414.70
23	SALVAGE AND RESPREAD TOPSOIL - INTERIM	LS	1	\$34,170.00	\$34,170.00	\$33,500.00	\$33,500.00	\$34,000.00	\$34,000.00	\$63,000.00	\$63,000.00
24	SALVAGE AND RESPREAD TOPSOIL - FINAL	LS	1	\$10,710.00	\$10,710.00	\$12,800.00	\$12,800.00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00
25	EXCAVATION - SUBGRADE (EV)	CU YD	3300	\$4.70	\$15,510.00	\$4.65	\$15,345.00	\$4.65	\$15,345.00	\$4.50	\$14,850.00
26	HAUL & STOCKPILE EXCESS UNSUITABLE MATERIAL (CV)	CU YD	28100	-\$2.00	-\$56,200.00	-\$2.00	-\$56,200.00	-\$2.00	-\$56,200.00	\$1.40	\$39,340.00

BID TABULATION				Bidder No. 1		Bidder No. 2		Bidder No. 3		Bidder No. 4	
				LaTour Construction, Inc.		Fehn Companies, Inc.		Kuechle Underground, Inc.		S. R. Weideman, Inc.	
Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
27	REGRADE DITCH	LS	1	\$6,426.00	\$6,426.00	\$6,300.00	\$6,300.00	\$6,300.00	\$6,300.00	\$1,750.00	\$1,750.00
28	COMMON EMBANKMENT (CV)	CU YD	20200	\$13.80	\$278,760.00	\$13.50	\$272,700.00	\$14.00	\$282,800.00	\$16.70	\$337,340.00
TOTAL EARTHWORK					\$623,236.80		\$624,267.60		\$621,144.00		\$714,694.70
RESTORATION											
29	HYDRAULIC STABILIZED FIBER MATRIX	LB	32000	\$0.90	\$28,800.00	\$1.40	\$44,800.00	\$0.87	\$27,840.00	\$0.87	\$27,840.00
30	FERTILIZER TYPE 4 (@120 LB/ACRE)	LB	1770	\$0.70	\$1,239.00	\$1.80	\$3,186.00	\$0.72	\$1,274.40	\$0.72	\$1,274.40
31	SEEDING	ACRE	14	\$570.00	\$7,980.00	\$560.00	\$7,840.00	\$560.00	\$7,840.00	\$560.00	\$7,840.00
32	SEED MIXTURE TEMPORARY (OATS OR WINTER WHEAT) (	LB	250	\$4.00	\$1,000.00	\$2.00	\$500.00	\$3.95	\$987.50	\$3.95	\$987.50
33	SEED MIXTURE SOUTHERN BOULEVARD (@160 LB/ACRE)	LB	160	\$7.10	\$1,136.00	\$7.00	\$1,120.00	\$6.95	\$1,112.00	\$6.95	\$1,112.00
34	SEED MIXTURE BWSR 35-241 MESIC PRAIRIE GENERAL (@	LB	150	\$16.20	\$2,430.00	\$20.00	\$3,000.00	\$16.00	\$2,400.00	\$15.85	\$2,377.50
35	SEED MIXTURE BWSR 34-266 WET PRAIRIE (@32.5 LB/ACF	LB	7	\$72.60	\$508.20	\$38.00	\$266.00	\$71.00	\$497.00	\$71.20	\$498.40
36	SEED MIXTURE BWSR 34-182 EMERGENT WETLAND (@ 5.2	LB	10	\$261.00	\$2,610.00	\$250.00	\$2,500.00	\$260.00	\$2,600.00	\$255.95	\$2,559.50
37	SEED MIXTURE BWSR 32-242 NATIVE CONSTRUCTION (@	LB	72	\$12.50	\$900.00	\$20.00	\$1,440.00	\$12.00	\$864.00	\$12.25	\$882.00
38	INSTALL WETLAND BUFFER SIGN	EACH	11	\$204.00	\$2,244.00	\$220.00	\$2,420.00	\$300.00	\$3,300.00	\$200.00	\$2,200.00
TOTAL RESTORATION					\$48,847.20		\$67,072.00		\$48,714.90		\$47,571.30
SITE PAVING											
39	BITUMINOUS MATERIAL FOR TACK COAT	GAL	200	\$2.20	\$440.00	\$2.25	\$450.00	\$2.15	\$430.00	\$4.00	\$800.00
40	TYPE SP 9.5 WEARING COURSE MIX (3,B) - FINAL	TON	340	\$92.80	\$31,552.00	\$94.00	\$31,960.00	\$91.00	\$30,940.00	\$90.90	\$30,906.00
41	TYPE SP 12.5 NON WEARING COURSE MIX (3,B) - FINAL	TON	760	\$82.40	\$62,624.00	\$83.00	\$63,080.00	\$81.00	\$61,560.00	\$81.45	\$61,902.00
42	TYPE SP 12.5 NON WEARING COURSE MIX (3,B) - INTERI	TON	450	\$78.50	\$35,325.00	\$80.00	\$36,000.00	\$77.00	\$34,650.00	\$80.00	\$36,000.00
43	AGGREGATE BASE CLASS 5, 80% CRUSHED	TON	2100	\$24.00	\$50,400.00	\$23.50	\$49,350.00	\$24.00	\$50,400.00	\$21.90	\$45,990.00
44	SELECT GRANULAR BORROW (MOD 8%)	TON	6100	\$11.20	\$68,320.00	\$11.00	\$67,100.00	\$11.00	\$67,100.00	\$10.95	\$66,795.00
45	GEOTEXTILE FABRIC TYPE V, NON-WOVEN	SQ YD	4350	\$2.60	\$11,310.00	\$2.50	\$10,875.00	\$2.50	\$10,875.00	\$2.35	\$10,222.50
46	4 INCH SOLID LINE MULTI-COMP WHITE	LIN FT	1500	\$1.00	\$1,500.00	\$1.10	\$1,650.00	\$1.00	\$1,500.00	\$1.02	\$1,530.00
47	4 INCH BROKEN LINE MULTI-COMP WHITE	LIN FT	70	\$1.00	\$70.00	\$1.10	\$77.00	\$1.00	\$70.00	\$1.02	\$71.40
48	4 INCH DOUBLE SOLID LINE MULTI-COMP YELLOW	LIN FT	1150	\$2.05	\$2,357.50	\$2.20	\$2,530.00	\$2.00	\$2,300.00	\$2.04	\$2,346.00
49	12 INCH SOLID LINE MULT-COMP WHITE	LIN FT	28	\$8.20	\$229.60	\$9.00	\$252.00	\$8.00	\$224.00	\$8.16	\$228.48
50	24 INCH SOLID LINE MULTI-COMP YELLOW	LIN FT	150	\$9.20	\$1,380.00	\$10.00	\$1,500.00	\$9.00	\$1,350.00	\$9.18	\$1,377.00
51	PAVEMENT MESSAGE (LEFT TURN ARROW) - MULTI-COM	EACH	2	\$153.00	\$306.00	\$155.00	\$310.00	\$150.00	\$300.00	\$153.06	\$306.12
52	PAVEMENT MESSAGE (RIGHT/THRU ARROW) - MULTI-CC	EACH	2	\$153.00	\$306.00	\$155.00	\$310.00	\$150.00	\$300.00	\$153.06	\$306.12
53	CONCRETE CURB AND GUTTER - DESIGN B618	LIN FT	1740	\$21.40	\$37,236.00	\$22.00	\$38,280.00	\$23.00	\$40,020.00	\$22.85	\$39,759.00
54	STOP SIGN AND POST (R1-1)	EACH	1	\$434.00	\$434.00	\$500.00	\$500.00	\$400.00	\$400.00	\$450.00	\$450.00
55	SPEED LIMIT SIGN AND POST (R2-1)	EACH	2	\$408.00	\$816.00	\$850.00	\$1,700.00	\$400.00	\$800.00	\$400.00	\$800.00
56	ADVANCE INTERSECTION LANE CONTROL SIGN AND PC	EACH	1	\$434.00	\$434.00	\$500.00	\$500.00	\$400.00	\$400.00	\$450.00	\$450.00
57	STREET NAME SIGN AND POST	EACH	1	\$408.00	\$408.00	\$600.00	\$600.00	\$500.00	\$500.00	\$550.00	\$550.00
58	NO PARKING SIGN AND POST (R8-3a)	EACH	3	\$408.00	\$1,224.00	\$1,150.00	\$3,450.00	\$400.00	\$1,200.00	\$350.00	\$1,050.00
TOTAL SITE PAVING					\$306,672.10		\$310,474.00		\$305,319.00		\$301,839.62
STORMWATER											
59	12 INCH RC PIPE STORM CLASS V	LIN FT	93	\$54.60	\$5,077.80	\$56.00	\$5,208.00	\$64.00	\$5,952.00	\$80.00	\$7,440.00
60	15 INCH RC PIPE STORM CLASS V	LIN FT	324	\$60.90	\$19,731.60	\$63.00	\$20,412.00	\$69.00	\$22,356.00	\$89.00	\$28,836.00
61	24 INCH RC PIPE STORM CLASS III	LIN FT	148	\$84.70	\$12,535.60	\$87.00	\$12,876.00	\$86.00	\$12,728.00	\$124.00	\$18,352.00
62	30 INCH RC PIPE STORM CLASS III	LIN FT	74	\$124.50	\$9,213.00	\$130.00	\$9,620.00	\$127.00	\$9,398.00	\$168.00	\$12,432.00

BID TABULATION				Bidder No. 1		Bidder No. 2		Bidder No. 3		Bidder No. 4	
				LaTour Construction, Inc.		Fehn Companies, Inc.		Kuechle Underground, Inc.		S. R. Weideman, Inc.	
Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
63	36 INCH RC PIPE STORM CLASS III	LIN FT	153	\$166.00	\$25,398.00	\$170.00	\$26,010.00	\$160.00	\$24,480.00	\$240.00	\$36,720.00
64	15 INCH RC FLARED END SECTION W/TRASH GUARD	EACH	3	\$1,995.00	\$5,985.00	\$2,100.00	\$6,300.00	\$1,800.00	\$5,400.00	\$1,744.00	\$5,232.00
65	24 INCH RC FLARED END SECTION W/TRASH GUARD	EACH	2	\$3,145.00	\$6,290.00	\$3,250.00	\$6,500.00	\$3,000.00	\$6,000.00	\$2,858.00	\$5,716.00
66	30 INCH RC FLARED END SECTION W/TRASH GUARD	EACH	2	\$5,100.00	\$10,200.00	\$5,250.00	\$10,500.00	\$3,100.00	\$6,200.00	\$4,256.00	\$8,512.00
67	36 INCH RC FLARED END SECTION W/TRASH GUARD	EACH	2	\$5,265.00	\$10,530.00	\$5,450.00	\$10,900.00	\$4,900.00	\$9,800.00	\$5,056.00	\$10,112.00
68	CONSTRUCT 4 FOOT DIAMETER PRECAST STORM STRUC	EACH	3	\$4,211.00	\$12,633.00	\$4,350.00	\$13,050.00	\$5,400.00	\$16,200.00	\$5,449.00	\$16,347.00
69	CONSTRUCT 2'X3' CATCH BASIN	EACH	3	\$3,100.00	\$9,300.00	\$3,200.00	\$9,600.00	\$3,800.00	\$11,400.00	\$3,559.00	\$10,677.00
70	CONSTRUCT 5 FOOT DIAMETER PRECAST OUTLET CONTI	EACH	1	\$19,200.00	\$19,200.00	\$19,750.00	\$19,750.00	\$16,000.00	\$16,000.00	\$17,480.00	\$17,480.00
71	6 INCH SOLID WALL PVC SCH 40 DRAINTILE PIPE - STOR	LIN FT	50	\$20.65	\$1,032.50	\$20.25	\$1,012.50	\$20.25	\$1,012.50	\$13.00	\$650.00
72	6 INCH PERFORATED PVC SCH 40 DRAINTILE PIPE - STOF	LIN FT	484	\$15.30	\$7,405.20	\$15.00	\$7,260.00	\$15.00	\$7,260.00	\$13.00	\$6,292.00
73	4 INCH PERFORATED PVC SCH 40 DRAINTILE PIPE - ROA	LIN FT	1010	\$15.50	\$15,655.00	\$15.15	\$15,301.50	\$15.15	\$15,301.50	\$26.00	\$26,260.00
74	6 INCH DRAINTILE CLEANOUT W/ THREADED CAP - STOI	EACH	6	\$760.00	\$4,560.00	\$745.00	\$4,470.00	\$750.00	\$4,500.00	\$352.00	\$2,112.00
75	4 INCH DRAINTILE CLEANOUT W/ THREADED CAP - ROA	EACH	4	\$260.00	\$1,040.00	\$255.00	\$1,020.00	\$260.00	\$1,040.00	\$193.00	\$772.00
76	PREMIXED IRON/FINE FILTER AGGREGATE (MODIFIED) (	CU YD	50	\$306.00	\$15,300.00	\$300.00	\$15,000.00	\$300.00	\$15,000.00	\$355.00	\$17,750.00
77	BIOFILTRATION MEDIA MIX C (CV) (P) - FILTRATION BEN	CU YD	50	\$96.90	\$4,845.00	\$95.00	\$4,750.00	\$95.00	\$4,750.00	\$84.00	\$4,200.00
78	1/4-INCH PEA GRAVEL (CV) (P) - FILTRATION BENCH	CU YD	50	\$107.00	\$5,350.00	\$105.00	\$5,250.00	\$105.00	\$5,250.00	\$95.00	\$4,750.00
79	COARSE FILTER AGGREGATE (CV) (P) - FILTRATION BENI	CU YD	149	\$102.00	\$15,198.00	\$100.00	\$14,900.00	\$100.00	\$14,900.00	\$85.00	\$12,665.00
80	CLAY LINER (CV) (P) - FILTRATION BENCH	CU YD	492	\$26.00	\$12,792.00	\$25.00	\$12,300.00	\$25.00	\$12,300.00	\$32.00	\$15,744.00
81	RANDOM RIPRAP CLASS III	TON	101	\$89.00	\$8,989.00	\$95.00	\$9,595.00	\$150.00	\$15,150.00	\$135.00	\$13,635.00
TOTAL STORMWATER				\$238,260.70		\$241,585.00		\$242,378.00		\$282,686.00	
SANITARY SEWER											
82	CONNECT TO EXISTING SEWER PIPE	EACH	1	\$4,300.00	\$4,300.00	\$4,400.00	\$4,400.00	\$22,000.00	\$22,000.00	\$10,000.00	\$10,000.00
83	4 FOOT DIA SANITARY SEWER STRUCTURE	EACH	6	\$7,570.00	\$45,420.00	\$7,800.00	\$46,800.00	\$9,100.00	\$54,600.00	\$8,433.00	\$50,598.00
84	4 FT DIA. SANITARY STRUCTURE OVERDEPTH (>12' DEPTH	LIN FT	48	\$234.00	\$11,232.00	\$240.00	\$11,520.00	\$210.00	\$10,080.00	\$302.00	\$14,496.00
85	8 INCH PVC SANITARY SEWER PIPE, SDR 26	LIN FT	68	\$61.30	\$4,168.40	\$63.00	\$4,284.00	\$87.00	\$5,916.00	\$118.00	\$8,024.00
86	10 INCH PVC SANITARY SEWER PIPE, SDR 26	LIN FT	873	\$68.00	\$59,364.00	\$70.00	\$61,110.00	\$93.00	\$81,189.00	\$128.00	\$111,744.00
87	8 INCH PVC SCH 40 SANITARY SEWER SERVICE	LIN FT	73	\$56.00	\$4,088.00	\$57.50	\$4,197.50	\$81.00	\$5,913.00	\$115.00	\$8,395.00
88	10 INCH X 8 INCH PVC WYE	EACH	1	\$1,300.00	\$1,300.00	\$1,340.00	\$1,340.00	\$2,200.00	\$2,200.00	\$1,020.00	\$1,020.00
89	8 INCH PVC CAP/PLUG	EACH	2	\$115.00	\$230.00	\$120.00	\$240.00	\$107.00	\$214.00	\$173.00	\$346.00
90	10 INCH PVC CAP/PLUG	EACH	1	\$240.00	\$240.00	\$250.00	\$250.00	\$220.00	\$220.00	\$295.00	\$295.00
91	IMPROVED PIPE FOUNDATION (12 INCHES THICK)	LIN FT	700	\$0.01	\$7.00	\$0.01	\$7.00	\$2.70	\$1,890.00	\$32.00	\$22,400.00
TOTAL SANITARY SEWER				\$130,349.40		\$134,148.50		\$184,222.00		\$227,318.00	
WATERMAIN											
92	CONNECT TO EXISTING WATERMAIN	EACH	1	\$1,360.00	\$1,360.00	\$1,400.00	\$1,400.00	\$15,000.00	\$15,000.00	\$2,000.00	\$2,000.00
93	6 INCH DIP CL-52 HYDRANT LEAD	LIN FT	75	\$55.20	\$4,140.00	\$57.00	\$4,275.00	\$70.00	\$5,250.00	\$80.00	\$6,000.00
94	8 INCH PVC C900 DR-18 WATERMAIN	LIN FT	152	\$42.20	\$6,414.40	\$43.50	\$6,612.00	\$51.00	\$7,752.00	\$55.00	\$8,360.00
95	12 INCH PVC C900 DR-18 WATERMAIN	LIN FT	896	\$66.90	\$59,942.40	\$9.25	\$8,288.00	\$74.00	\$66,304.00	\$82.00	\$73,472.00
96	6 INCH GATE VALVE AND BOX	EACH	2	\$2,523.00	\$5,046.00	\$2,600.00	\$5,200.00	\$2,900.00	\$5,800.00	\$2,208.00	\$4,416.00
97	8 INCH GATE VALVE AND BOX	EACH	3	\$3,600.00	\$10,800.00	\$3,700.00	\$11,100.00	\$4,900.00	\$14,700.00	\$3,132.00	\$9,396.00
98	12 INCH GATE VALVE AND BOX	EACH	3	\$6,507.00	\$19,521.00	\$6,700.00	\$20,100.00	\$7,600.00	\$22,800.00	\$5,491.00	\$16,473.00
99	FIRE HYDRANT	EACH	2	\$8,060.00	\$16,120.00	\$8,300.00	\$16,600.00	\$8,600.00	\$17,200.00	\$6,708.00	\$13,416.00
100	DUCTILE IRON FITTINGS	LB	2570	\$17.10	\$43,947.00	\$18.00	\$46,260.00	\$17.00	\$43,690.00	\$21.00	\$53,970.00
101	TESTING WATER (IMPORTED)	LS	1	\$2,460.00	\$2,460.00	\$2,600.00	\$2,600.00	\$0.01	\$0.01	\$1,000.00	\$1,000.00

BID TABULATION				Bidder No. 1		Bidder No. 2		Bidder No. 3		Bidder No. 4	
				LaTour Construction, Inc.		Fehn Companies, Inc.		Kuechle Underground, Inc.		S. R. Weideman, Inc.	
Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
102	BLOWOFF ASSEMBLY	EACH	2	\$1,500.00	\$3,000.00	\$1,600.00	\$3,200.00	\$1,200.00	\$2,400.00	\$975.00	\$1,950.00
	TOTAL WATERMAIN				\$172,750.80		\$125,635.00		\$200,896.01		\$190,453.00
	BASE BID SUMMARY:										
	TOTAL GENERAL				\$78,200.01		\$67,200.01		\$91,500.01		\$51,150.01
	TOTAL REMOVAL				\$42,751.70		\$43,127.68		\$56,184.00		\$35,236.00
	TOTAL EROSION CONTROL				\$70,064.50		\$107,932.75		\$70,775.50		\$68,417.50
	TOTAL EARTHWORK				\$623,236.80		\$624,267.60		\$621,144.00		\$714,694.70
	TOTAL RESTORATION				\$48,847.20		\$67,072.00		\$48,714.90		\$47,571.30
	TOTAL SITE PAVING				\$306,672.10		\$310,474.00		\$305,319.00		\$301,839.62
	TOTAL STORMWATER				\$238,260.70		\$241,585.00		\$242,378.00		\$282,686.00
	TOTAL SANITARY				\$130,349.40		\$134,148.50		\$184,222.00		\$227,318.00
	TOTAL WATERMAIN				\$172,750.80		\$125,635.00		\$200,896.01		\$190,453.00
	TOTAL BASE BID				\$1,711,133.21		\$1,721,442.54		\$1,821,133.42		\$1,919,366.13
Contractor Name and Address:				LaTour Construction, Inc.		Fehn Companies, Inc.		Kuechle Underground, Inc.		S. R. Weideman, Inc.	
				2134 County Road 8 NW		5050 Barthel Industrial Dr. NE		10998 TH 55 P.O.Box 509		17600 113th Ave. N.	
				Maple Lake, MN 55358		Albertville, MN 55301		Kimball, MN 55353		Maple Grove, MN 55369	
Phone:				(320) 963-5993		(763) 453-1234		(320) 398-8888		(763) 428-9110	
Email:				steve@latourconstruction.com		tmckenzie@fehncompanies.com		info@kuechleunderground.com		estimating@srweidema.com	
Signed By:				Joe LaTour		Tyler McKenzie		Jeremy Kuechle		Scott Weidema	
Title:				Vice President		Project Manager		Vice President		President	
Bid Security:				Bid Bond		Bid Bond		Bid Bond		Bid Bond	
Addenda Acknowledged:				Yes		Yes		Yes		Yes	
				1, 2		1, 2		1, 2		1, 2	

BID TABULATION				Bidder No. 5		Bidder No. 6		Bidder No. 7		Bidder No. 8	
				Veit & Company, Inc.		S. M. Hentges & Sons, Inc.		North Pine Aggregate, Inc.		Park Construction Co.	
Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
BASE BID:											
GENERAL											
1	MOBILIZATION AND DEMOBILIZATION	LS	1	\$129,702.39	\$129,702.39	\$98,000.00	\$98,000.00	\$67,605.00	\$67,605.00	\$158,300.00	\$158,300.00
2	TRAFFIC CONTROL	LS	1	\$26,279.53	\$26,279.53	\$3,500.00	\$3,500.00	\$1,225.00	\$1,225.00	\$2,540.00	\$2,540.00
3	TEMPORARY DEWATERING	LS	1	\$0.01	\$0.01	\$30,000.00	\$30,000.00	\$3,215.00	\$3,215.00	\$17,300.00	\$17,300.00
TOTAL GENERAL				\$155,981.93		\$131,500.00		\$72,045.00		\$178,140.00	
REMOVALS											
4	CLEARING & GRUBBING	ACRE	3.8	\$14,911.63	\$56,664.19	\$4,800.00	\$18,240.00	\$5,330.00	\$20,254.00	\$4,260.00	\$16,188.00
5	SAWING BITUMINOUS PAVEMENT	LIN FT	55	\$2.23	\$122.65	\$5.00	\$275.00	\$5.00	\$275.00	\$6.15	\$338.25
6	REMOVE BITUMINOUS PAVEMENT	SQ YD	60	\$8.18	\$490.80	\$8.00	\$480.00	\$8.00	\$480.00	\$6.90	\$414.00
7	REMOVE CURB AND GUTTER	LIN FT	24	\$7.90	\$189.60	\$8.00	\$192.00	\$14.00	\$336.00	\$7.90	\$189.60
8	REMOVE SIGN	EACH	1	\$27.82	\$27.82	\$110.00	\$110.00	\$26.65	\$26.65	\$33.30	\$33.30
9	REMOVE CULVERT PIPE	LIN FT	91	\$31.00	\$2,821.00	\$16.00	\$1,456.00	\$29.00	\$2,639.00	\$24.10	\$2,193.10
10	FULL DEPTH RECLAMATION - FINAL	SQ YD	3740	\$0.73	\$2,730.20	\$2.50	\$9,350.00	\$2.75	\$10,285.00	\$1.75	\$6,545.00
TOTAL REMOVALS				\$63,046.26		\$30,103.00		\$34,295.65		\$25,901.25	
EROSION CONTROL											
11	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	30	\$183.59	\$5,507.70	\$158.00	\$4,740.00	\$198.00	\$5,940.00	\$152.00	\$4,560.00
12	CONSTRUCTION ENTRANCE (ROCK) - MAINTAINED	LS	1	\$2,046.57	\$2,046.57	\$5,000.00	\$5,000.00	\$2,205.00	\$2,205.00	\$2,740.00	\$2,740.00
13	WATER FOR DUST CONTROL	MGAL	30	\$58.74	\$1,762.20	\$86.00	\$2,580.00	\$80.00	\$2,400.00	\$84.40	\$2,532.00
14	SILT FENCE TYPE MS - MAINTAINED	LIN FT	6300	\$2.38	\$14,994.00	\$2.00	\$12,600.00	\$2.25	\$14,175.00	\$2.15	\$13,545.00
15	SEDIMENT CONTROL LOG, TYPE STRAW - MAINTAINED	LIN FT	500	\$3.69	\$1,845.00	\$2.10	\$1,050.00	\$3.45	\$1,725.00	\$3.30	\$1,650.00
16	BALE BARRIERS - MAINTAINED	LIN FT	3700	\$4.48	\$16,576.00	\$3.15	\$11,655.00	\$4.20	\$15,540.00	\$4.00	\$14,800.00
17	STORM DRAIN INLET PROTECTION - MAINTAINED	EACH	8	\$303.17	\$2,425.36	\$180.00	\$1,440.00	\$335.00	\$2,680.00	\$454.00	\$3,632.00
18	CULVERT PROTECTION - MAINTAINED	EACH	4	\$1,136.58	\$4,546.32	\$155.00	\$620.00	\$265.00	\$1,060.00	\$454.00	\$1,816.00
19	ROLLED EROSION PREVENTION PRODUCT CATERGORY	SQ YD	14500	\$1.70	\$24,650.00	\$2.00	\$29,000.00	\$1.60	\$23,200.00	\$1.50	\$21,750.00
20	ROLLED EROSION PREVENTION PRODUCT CATERGORY	SQ YD	85	\$3.46	\$294.10	\$2.00	\$170.00	\$3.25	\$276.25	\$3.10	\$263.50
21	ROLLED EROSION PREVENTION PRODUCT CATERGORY	SQ YD	85	\$21.86	\$1,858.10	\$15.50	\$1,317.50	\$20.55	\$1,746.75	\$19.50	\$1,657.50
TOTAL EROSION CONTROL				\$76,505.35		\$70,172.50		\$70,948.00		\$68,946.00	
EARTHWORK											
22	EXCAVATION - COMMON (EV) (P)	CU YD	59618	\$8.07	\$481,117.26	\$5.35	\$318,956.30	\$5.35	\$318,956.30	\$5.35	\$318,956.30
23	SALVAGE AND RESPREAD TOPSOIL - INTERIM	LS	1	\$66,086.82	\$66,086.82	\$15,000.00	\$15,000.00	\$48,665.00	\$48,665.00	\$56,800.00	\$56,800.00
24	SALVAGE AND RESPREAD TOPSOIL - FINAL	LS	1	\$45,991.37	\$45,991.37	\$24,000.00	\$24,000.00	\$21,655.00	\$21,655.00	\$18,300.00	\$18,300.00
25	EXCAVATION - SUBGRADE (EV)	CU YD	3300	\$15.88	\$52,404.00	\$3.15	\$10,395.00	\$6.20	\$20,460.00	\$5.45	\$17,985.00
26	HAUL & STOCKPILE EXCESS UNSUITABLE MATERIAL (CV)	CU YD	28100	-\$5.50	-\$154,550.00	\$4.90	\$137,690.00	\$1.00	\$28,100.00	\$5.05	\$141,905.00

BID TABULATION				Bidder No. 5		Bidder No. 6		Bidder No. 7		Bidder No. 8	
				Veit & Company, Inc.		S. M. Hentges & Sons, Inc.		North Pine Aggregate, Inc.		Park Construction Co.	
Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
27	REGRADE DITCH	LS	1	\$10,600.38	\$10,600.38	\$5,700.00	\$5,700.00	\$3,365.00	\$3,365.00	\$6,670.00	\$6,670.00
28	COMMON EMBANKMENT (CV)	CU YD	20200	\$16.17	\$326,634.00	\$18.50	\$373,700.00	\$21.65	\$437,330.00	\$16.80	\$339,360.00
TOTAL EARTHWORK					\$828,283.83		\$885,441.30		\$878,531.30		\$899,976.30
RESTORATION											
29	HYDRAULIC STABILIZED FIBER MATRIX	LB	32000	\$0.99	\$31,680.00	\$1.20	\$38,400.00	\$0.95	\$30,400.00	\$0.88	\$28,160.00
30	FERTILIZER TYPE 4 (@120 LB/ACRE)	LB	1770	\$0.82	\$1,451.40	\$0.90	\$1,593.00	\$0.80	\$1,416.00	\$0.73	\$1,292.10
31	SEEDING	ACRE	14	\$635.79	\$8,901.06	\$475.00	\$6,650.00	\$597.00	\$8,358.00	\$568.00	\$7,952.00
32	SEED MIXTURE TEMPORARY (OATS OR WINTER WHEAT) (	LB	250	\$4.48	\$1,120.00	\$0.50	\$125.00	\$4.25	\$1,062.50	\$4.00	\$1,000.00
33	SEED MIXTURE SOUTHERN BOULEVARD (@160 LB/ACRE)	LB	160	\$7.89	\$1,262.40	\$5.50	\$880.00	\$7.40	\$1,184.00	\$7.05	\$1,128.00
34	SEED MIXTURE BWSR 35-241 MESIC PRAIRIE GENERAL (@	LB	150	\$18.00	\$2,700.00	\$14.25	\$2,137.50	\$16.90	\$2,535.00	\$16.10	\$2,415.00
35	SEED MIXTURE BWSR 34-266 WET PRAIRIE (@32.5 LB/ACF	LB	7	\$80.84	\$565.88	\$58.00	\$406.00	\$75.90	\$531.30	\$72.30	\$506.10
36	SEED MIXTURE BWSR 34-182 EMERGENT WETLAND (@ 5.2	LB	10	\$290.59	\$2,905.90	\$315.00	\$3,150.00	\$275.00	\$2,750.00	\$260.00	\$2,600.00
37	SEED MIXTURE BWSR 32-242 NATIVE CONSTRUCTION (@	LB	72	\$13.91	\$1,001.52	\$21.00	\$1,512.00	\$13.05	\$939.60	\$12.40	\$892.80
38	INSTALL WETLAND BUFFER SIGN	EACH	11	\$133.52	\$1,468.72	\$26.00	\$286.00	\$215.00	\$2,365.00	\$203.00	\$2,233.00
TOTAL RESTORATION					\$53,056.88		\$55,139.50		\$51,541.40		\$48,179.00
SITE PAVING											
39	BITUMINOUS MATERIAL FOR TACK COAT	GAL	200	\$2.39	\$478.00	\$5.52	\$1,104.00	\$2.29	\$458.00	\$3.35	\$670.00
40	TYPE SP 9.5 WEARING COURSE MIX (3,B) - FINAL	TON	340	\$91.00	\$30,940.00	\$98.58	\$33,517.20	\$96.98	\$32,973.20	\$93.10	\$31,654.00
41	TYPE SP 12.5 NON WEARING COURSE MIX (3,B) - FINAL	TON	760	\$89.85	\$68,286.00	\$91.39	\$69,456.40	\$86.06	\$65,405.60	\$84.90	\$64,524.00
42	TYPE SP 12.5 NON WEARING COURSE MIX (3,B) - INTERI	TON	450	\$85.67	\$38,551.50	\$85.71	\$38,569.50	\$82.06	\$36,927.00	\$80.40	\$36,180.00
43	AGGREGATE BASE CLASS 5, 80% CRUSHED	TON	2100	\$10.00	\$21,000.00	\$45.00	\$94,500.00	\$28.30	\$59,430.00	\$25.20	\$52,920.00
44	SELECT GRANULAR BORROW (MOD 8%)	TON	6100	\$9.71	\$59,231.00	\$11.60	\$70,760.00	\$12.60	\$76,860.00	\$11.20	\$68,320.00
45	GEOTEXTILE FABRIC TYPE V, NON-WOVEN	SQ YD	4350	\$2.02	\$8,787.00	\$2.15	\$9,352.50	\$2.50	\$10,875.00	\$3.15	\$13,702.50
46	4 INCH SOLID LINE MULTI-COMP WHITE	LIN FT	1500	\$1.11	\$1,665.00	\$1.05	\$1,575.00	\$1.05	\$1,575.00	\$1.00	\$1,500.00
47	4 INCH BROKEN LINE MULTI-COMP WHITE	LIN FT	70	\$1.11	\$77.70	\$1.05	\$73.50	\$1.05	\$73.50	\$1.00	\$70.00
48	4 INCH DOUBLE SOLID LINE MULTI-COMP YELLOW	LIN FT	1150	\$2.23	\$2,564.50	\$2.10	\$2,415.00	\$2.15	\$2,472.50	\$2.05	\$2,357.50
49	12 INCH SOLID LINE MULT-COMP WHITE	LIN FT	28	\$8.90	\$249.20	\$8.50	\$238.00	\$8.55	\$239.40	\$8.10	\$226.80
50	24 INCH SOLID LINE MULTI-COMP YELLOW	LIN FT	150	\$10.01	\$1,501.50	\$9.50	\$1,425.00	\$9.60	\$1,440.00	\$9.15	\$1,372.50
51	PAVEMENT MESSAGE (LEFT TURN ARROW) - MULTI-COM	EACH	2	\$166.90	\$333.80	\$155.00	\$310.00	\$160.00	\$320.00	\$152.00	\$304.00
52	PAVEMENT MESSAGE (RIGHT/THRU ARROW) - MULTI-CC	EACH	2	\$166.90	\$333.80	\$155.00	\$310.00	\$160.00	\$320.00	\$152.00	\$304.00
53	CONCRETE CURB AND GUTTER - DESIGN B618	LIN FT	1740	\$23.37	\$40,663.80	\$21.70	\$37,758.00	\$23.85	\$41,499.00	\$21.20	\$36,888.00
54	STOP SIGN AND POST (R1-1)	EACH	1	\$500.69	\$500.69	\$450.00	\$450.00	\$480.00	\$480.00	\$457.00	\$457.00
55	SPEED LIMIT SIGN AND POST (R2-1)	EACH	2	\$445.06	\$890.12	\$425.00	\$850.00	\$425.00	\$850.00	\$406.00	\$812.00
56	ADVANCE INTERSECTION LANE CONTROL SIGN AND PC	EACH	1	\$500.69	\$500.69	\$435.00	\$435.00	\$480.00	\$480.00	\$457.00	\$457.00
57	STREET NAME SIGN AND POST	EACH	1	\$611.95	\$611.95	\$410.00	\$410.00	\$590.00	\$590.00	\$558.00	\$558.00
58	NO PARKING SIGN AND POST (R8-3a)	EACH	3	\$389.42	\$1,168.26	\$410.00	\$1,230.00	\$375.00	\$1,125.00	\$355.00	\$1,065.00
TOTAL SITE PAVING					\$278,334.51		\$364,739.10		\$334,393.20		\$314,342.30
STORMWATER											
59	12 INCH RC PIPE STORM CLASS V	LIN FT	93	\$81.00	\$7,533.00	\$52.00	\$4,836.00	\$78.00	\$7,254.00	\$92.10	\$8,565.30
60	15 INCH RC PIPE STORM CLASS V	LIN FT	324	\$82.00	\$26,568.00	\$65.00	\$21,060.00	\$79.00	\$25,596.00	\$96.80	\$31,363.20
61	24 INCH RC PIPE STORM CLASS III	LIN FT	148	\$102.00	\$15,096.00	\$96.00	\$14,208.00	\$94.00	\$13,912.00	\$123.00	\$18,204.00
62	30 INCH RC PIPE STORM CLASS III	LIN FT	74	\$169.00	\$12,506.00	\$159.00	\$11,766.00	\$147.00	\$10,878.00	\$183.00	\$13,542.00

BID TABULATION				Bidder No. 5		Bidder No. 6		Bidder No. 7		Bidder No. 8	
				Veit & Company, Inc.		S. M. Hentges & Sons, Inc.		North Pine Aggregate, Inc.		Park Construction Co.	
Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
63	36 INCH RC PIPE STORM CLASS III	LIN FT	153	\$184.00	\$28,152.00	\$197.00	\$30,141.00	\$177.00	\$27,081.00	\$221.00	\$33,813.00
64	15 INCH RC FLARED END SECTION W/TRASH GUARD	EACH	3	\$2,480.00	\$7,440.00	\$1,386.00	\$4,158.00	\$1,900.00	\$5,700.00	\$2,080.00	\$6,240.00
65	24 INCH RC FLARED END SECTION W/TRASH GUARD	EACH	2	\$3,220.00	\$6,440.00	\$2,695.00	\$5,390.00	\$3,350.00	\$6,700.00	\$3,410.00	\$6,820.00
66	30 INCH RC FLARED END SECTION W/TRASH GUARD	EACH	2	\$5,365.00	\$10,730.00	\$3,375.00	\$6,750.00	\$4,330.00	\$8,660.00	\$3,510.00	\$7,020.00
67	36 INCH RC FLARED END SECTION W/TRASH GUARD	EACH	2	\$6,555.00	\$13,110.00	\$4,315.00	\$8,630.00	\$5,785.00	\$11,570.00	\$5,710.00	\$11,420.00
68	CONSTRUCT 4 FOOT DIAMETER PRECAST STORM STRUC	EACH	3	\$4,300.00	\$12,900.00	\$4,618.00	\$13,854.00	\$4,790.00	\$14,370.00	\$6,180.00	\$18,540.00
69	CONSTRUCT 2'X3' CATCH BASIN	EACH	3	\$3,200.00	\$9,600.00	\$3,738.00	\$11,214.00	\$2,965.00	\$8,895.00	\$4,320.00	\$12,960.00
70	CONSTRUCT 5 FOOT DIAMETER PRECAST OUTLET CONTI	EACH	1	\$14,800.00	\$14,800.00	\$11,775.00	\$11,775.00	\$22,845.00	\$22,845.00	\$20,100.00	\$20,100.00
71	6 INCH SOLID WALL PVC SCH 40 DRAINTILE PIPE - STOR	LIN FT	50	\$21.71	\$1,085.50	\$18.00	\$900.00	\$27.50	\$1,375.00	\$35.00	\$1,750.00
72	6 INCH PERFORATED PVC SCH 40 DRAINTILE PIPE - STOF	LIN FT	484	\$14.48	\$7,008.32	\$16.00	\$7,744.00	\$18.90	\$9,147.60	\$52.30	\$25,313.20
73	4 INCH PERFORATED PVC SCH 40 DRAINTILE PIPE - ROA	LIN FT	1010	\$11.79	\$11,907.90	\$16.00	\$16,160.00	\$22.65	\$22,876.50	\$31.10	\$31,411.00
74	6 INCH DRAINTILE CLEANOUT W/ THREADED CAP - STOI	EACH	6	\$672.65	\$4,035.90	\$345.00	\$2,070.00	\$1,800.00	\$10,800.00	\$750.00	\$4,500.00
75	4 INCH DRAINTILE CLEANOUT W/ THREADED CAP - ROA	EACH	4	\$493.20	\$1,972.80	\$265.00	\$1,060.00	\$1,580.00	\$6,320.00	\$533.00	\$2,132.00
76	PREMIXED IRON/FINE FILTER AGGREGATE (MODIFIED) (	CU YD	50	\$300.59	\$15,029.50	\$275.00	\$13,750.00	\$239.15	\$11,957.50	\$329.00	\$16,450.00
77	BIOFILTRATION MEDIA MIX C (CV) (P) - FILTRATION BEN	CU YD	50	\$58.33	\$2,916.50	\$51.00	\$2,550.00	\$85.80	\$4,290.00	\$88.30	\$4,415.00
78	1/4-INCH PEA GRAVEL (CV) (P) - FILTRATION BENCH	CU YD	50	\$112.55	\$5,627.50	\$100.00	\$5,000.00	\$104.35	\$5,217.50	\$114.00	\$5,700.00
79	COARSE FILTER AGGREGATE (CV) (P) - FILTRATION BENI	CU YD	149	\$98.27	\$14,642.23	\$85.00	\$12,665.00	\$107.45	\$16,010.05	\$92.20	\$13,737.80
80	CLAY LINER (CV) (P) - FILTRATION BENCH	CU YD	492	\$26.48	\$13,028.16	\$36.00	\$17,712.00	\$47.95	\$23,591.40	\$6.50	\$3,198.00
81	RANDOM RIPRAP CLASS III	TON	101	\$95.00	\$9,595.00	\$131.00	\$13,231.00	\$140.00	\$14,140.00	\$179.00	\$18,079.00
TOTAL STORMWATER					\$251,724.31		\$236,624.00		\$289,186.55		\$315,273.50
SANITARY SEWER											
82	CONNECT TO EXISTING SEWER PIPE	EACH	1	\$31,350.00	\$31,350.00	\$1,520.00	\$1,520.00	\$10,605.00	\$10,605.00	\$2,370.00	\$2,370.00
83	4 FOOT DIA SANITARY SEWER STRUCTURE	EACH	6	\$6,300.00	\$37,800.00	\$5,200.00	\$31,200.00	\$8,410.00	\$50,460.00	\$8,970.00	\$53,820.00
84	4 FT DIA. SANITARY STRUCTURE OVERDEPTH (>12' DEPTH	LIN FT	48	\$511.00	\$24,528.00	\$375.00	\$18,000.00	\$375.00	\$18,000.00	\$600.00	\$28,800.00
85	8 INCH PVC SANITARY SEWER PIPE, SDR 26	LIN FT	68	\$65.00	\$4,420.00	\$54.00	\$3,672.00	\$105.00	\$7,140.00	\$95.90	\$6,521.20
86	10 INCH PVC SANITARY SEWER PIPE, SDR 26	LIN FT	873	\$70.00	\$61,110.00	\$68.00	\$59,364.00	\$141.00	\$123,093.00	\$130.00	\$113,490.00
87	8 INCH PVC SCH 40 SANITARY SEWER SERVICE	LIN FT	73	\$60.00	\$4,380.00	\$55.00	\$4,015.00	\$83.00	\$6,059.00	\$86.20	\$6,292.60
88	10 INCH X 8 INCH PVC WYE	EACH	1	\$1,260.00	\$1,260.00	\$1,045.00	\$1,045.00	\$1,025.00	\$1,025.00	\$2,460.00	\$2,460.00
89	8 INCH PVC CAP/PLUG	EACH	2	\$220.00	\$440.00	\$1,800.00	\$3,600.00	\$240.00	\$480.00	\$255.00	\$510.00
90	10 INCH PVC CAP/PLUG	EACH	1	\$400.00	\$400.00	\$440.00	\$440.00	\$325.00	\$325.00	\$332.00	\$332.00
91	IMPROVED PIPE FOUNDATION (12 INCHES THICK)	LIN FT	700	\$11.00	\$7,700.00	\$13.50	\$9,450.00	\$13.10	\$9,170.00	\$24.60	\$17,220.00
TOTAL SANITARY SEWER					\$173,388.00		\$132,306.00		\$226,357.00		\$231,815.80
WATERMAIN											
92	CONNECT TO EXISTING WATERMAIN	EACH	1	\$1,250.00	\$1,250.00	\$1,878.00	\$1,878.00	\$1.00	\$1.00	\$2,560.00	\$2,560.00
93	6 INCH DIP CL-52 HYDRANT LEAD	LIN FT	75	\$75.00	\$5,625.00	\$64.00	\$4,800.00	\$90.00	\$6,750.00	\$84.00	\$6,300.00
94	8 INCH PVC C900 DR-18 WATERMAIN	LIN FT	152	\$59.00	\$8,968.00	\$49.00	\$7,448.00	\$67.65	\$10,282.80	\$72.70	\$11,050.40
95	12 INCH PVC C900 DR-18 WATERMAIN	LIN FT	896	\$63.00	\$56,448.00	\$68.00	\$60,928.00	\$85.50	\$76,608.00	\$108.00	\$96,768.00
96	6 INCH GATE VALVE AND BOX	EACH	2	\$2,285.00	\$4,570.00	\$2,925.00	\$5,850.00	\$2,515.00	\$5,030.00	\$2,550.00	\$5,100.00
97	8 INCH GATE VALVE AND BOX	EACH	3	\$3,225.00	\$9,675.00	\$3,980.00	\$11,940.00	\$3,380.00	\$10,140.00	\$3,420.00	\$10,260.00
98	12 INCH GATE VALVE AND BOX	EACH	3	\$5,925.00	\$17,775.00	\$6,563.00	\$19,689.00	\$5,765.00	\$17,295.00	\$5,900.00	\$17,700.00
99	FIRE HYDRANT	EACH	2	\$7,715.00	\$15,430.00	\$8,819.00	\$17,638.00	\$6,795.00	\$13,590.00	\$7,030.00	\$14,060.00
100	DUCTILE IRON FITTINGS	LB	2570	\$17.00	\$43,690.00	\$17.40	\$44,718.00	\$17.50	\$44,975.00	\$19.30	\$49,601.00
101	TESTING WATER (IMPORTED)	LS	1	\$6,685.00	\$6,685.00	\$9,500.00	\$9,500.00	\$1.00	\$1.00	\$9,010.00	\$9,010.00

BID TABULATION				Bidder No. 5 Veit & Company, Inc.		Bidder No. 6 S. M. Hentges & Sons, Inc.		Bidder No. 7 North Pine Aggregate, Inc.		Bidder No. 8 Park Construction Co.	
Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
102	BLOWOFF ASSEMBLY	EACH	2	\$1,970.00	\$3,940.00	\$3,030.00	\$6,060.00	\$1,855.00	\$3,710.00	\$4,390.00	\$8,780.00
	TOTAL WATERMAIN				\$174,056.00		\$190,449.00		\$188,382.80		\$231,189.40
	BASE BID SUMMARY:										
	TOTAL GENERAL				\$155,981.93		\$131,500.00		\$72,045.00		\$178,140.00
	TOTAL REMOVAL				\$63,046.26		\$30,103.00		\$34,295.65		\$25,901.25
	TOTAL EROSION CONTROL				\$76,505.35		\$70,172.50		\$70,948.00		\$68,946.00
	TOTAL EARTHWORK				\$828,283.83		\$885,441.30		\$878,531.30		\$899,976.30
	TOTAL RESTORATION				\$53,056.88		\$55,139.50		\$51,541.40		\$48,179.00
	TOTAL SITE PAVING				\$278,334.51		\$364,739.10		\$334,393.20		\$314,342.30
	TOTAL STORMWATER				\$251,724.31		\$236,624.00		\$289,186.55		\$315,273.50
	TOTAL SANITARY				\$173,388.00		\$132,306.00		\$226,357.00		\$231,815.80
	TOTAL WATERMAIN				\$174,056.00		\$190,449.00		\$188,382.80		\$231,189.40
	TOTAL BASE BID				\$2,054,377.07		\$2,096,474.40		\$2,145,680.90		\$2,313,763.55
Contractor Name and Address:				Veit & Company, Inc. 14000 Veit Place Rogers, MN 55374		S. M. Hentges & Sons, Inc. 650 Quaker Ave. Jordan, MN 55352		North Pine Aggregate, Inc. 14551 Lake Dr. NE Columbus, MN 55025		Park Construction Co. 1481 81st Ave. NE Minneapolis, MN 55432	
Phone:				(763) 428-2242		(952) 393-1981		(651) 464-6802		(763) 786-9800	
Email:				blake.pfankuch@veitusa.com		estimating@smhentges.com		jake@npainc.net		cborene@parkconstructionco.com	
Signed By:				Steven J. Hedtke		Nathan Hentges		Jake Jensen		Charlie Borene	
Title:				Chief Financial Officer		EVP		VP of Operations		Vice President	
Bid Security:				Bid Bond		Bid Bond		Bid Bond		Bid Bond	
Addenda Acknowledged:				Yes		Yes		Yes		Yes	
				'1, 2		'1, 2		'1, 2		'1, 2	

BID TABULATION				Bidder No. 9		Bidder No. 10		Bidder No. 11		Bidder No. 12	
				Minger Construction Co., Inc.		Meyer Contracting, Inc.		Valley Paving, Inc.		R L Larson Excavating, Inc.	
Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
BASE BID:											
GENERAL											
1	MOBILIZATION AND DEMOBILIZATION	LS	1	\$151,000.00	\$151,000.00	\$272,775.09	\$272,775.09	\$173,892.00	\$173,892.00	\$750,000.00	\$750,000.00
2	TRAFFIC CONTROL	LS	1	\$1,275.00	\$1,275.00	\$1,150.00	\$1,150.00	\$1,208.00	\$1,208.00	\$685.50	\$685.50
3	TEMPORARY DEWATERING	LS	1	\$7,390.00	\$7,390.00	\$31,000.00	\$31,000.00	\$0.01	\$0.01	\$1,100.00	\$1,100.00
TOTAL GENERAL				\$159,665.00		\$304,925.09		\$175,100.01		\$751,785.50	
REMOVALS											
4	CLEARING & GRUBBING	ACRE	3.8	\$8,300.00	\$31,540.00	\$7,480.00	\$28,424.00	\$7,854.00	\$29,845.20	\$5,270.00	\$20,026.00
5	SAWING BITUMINOUS PAVEMENT	LIN FT	55	\$2.20	\$121.00	\$12.00	\$660.00	\$2.10	\$115.50	\$3.20	\$176.00
6	REMOVE BITUMINOUS PAVEMENT	SQ YD	60	\$5.00	\$300.00	\$6.20	\$372.00	\$28.45	\$1,707.00	\$7.80	\$468.00
7	REMOVE CURB AND GUTTER	LIN FT	24	\$13.25	\$318.00	\$4.88	\$117.12	\$19.10	\$458.40	\$10.50	\$252.00
8	REMOVE SIGN	EACH	1	\$27.75	\$27.75	\$25.00	\$25.00	\$26.25	\$26.25	\$26.40	\$26.40
9	REMOVE CULVERT PIPE	LIN FT	91	\$15.50	\$1,410.50	\$16.19	\$1,473.29	\$31.95	\$2,907.45	\$27.40	\$2,493.40
10	FULL DEPTH RECLAMATION - FINAL	SQ YD	3740	\$2.10	\$7,854.00	\$3.27	\$12,229.80	\$8.50	\$31,790.00	\$5.90	\$22,066.00
TOTAL REMOVALS				\$41,571.25		\$43,301.21		\$66,849.80		\$45,507.80	
EROSION CONTROL											
11	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	30	\$205.00	\$6,150.00	\$185.00	\$5,550.00	\$185.00	\$5,550.00	\$185.00	\$5,550.00
12	CONSTRUCTION ENTRANCE (ROCK) - MAINTAINED	LS	1	\$3,600.00	\$3,600.00	\$2,055.95	\$2,055.95	\$3,616.00	\$3,616.00	\$3,000.00	\$3,000.00
13	WATER FOR DUST CONTROL	MGAL	30	\$52.85	\$1,585.50	\$85.63	\$2,568.90	\$47.25	\$1,417.50	\$65.00	\$1,950.00
14	SILT FENCE TYPE MS - MAINTAINED	LIN FT	6300	\$2.25	\$14,175.00	\$1.90	\$11,970.00	\$2.25	\$14,175.00	\$2.20	\$13,860.00
15	SEDIMENT CONTROL LOG, TYPE STRAW - MAINTAINED	LIN FT	500	\$3.50	\$1,750.00	\$2.00	\$1,000.00	\$3.50	\$1,750.00	\$3.40	\$1,700.00
16	BALE BARRIERS - MAINTAINED	LIN FT	3700	\$4.25	\$15,725.00	\$3.00	\$11,100.00	\$4.25	\$15,725.00	\$4.20	\$15,540.00
17	STORM DRAIN INLET PROTECTION - MAINTAINED	EACH	8	\$211.20	\$1,689.60	\$150.00	\$1,200.00	\$268.75	\$2,150.00	\$190.00	\$1,520.00
18	CULVERT PROTECTION - MAINTAINED	EACH	4	\$216.50	\$866.00	\$250.00	\$1,000.00	\$267.75	\$1,071.00	\$158.00	\$632.00
19	ROLLED EROSION PREVENTION PRODUCT CATERGORY	SQ YD	14500	\$1.60	\$23,200.00	\$1.90	\$27,550.00	\$1.61	\$23,345.00	\$1.60	\$23,200.00
20	ROLLED EROSION PREVENTION PRODUCT CATERGORY	SQ YD	85	\$3.40	\$289.00	\$1.90	\$161.50	\$3.27	\$277.95	\$3.20	\$272.00
21	ROLLED EROSION PREVENTION PRODUCT CATERGORY	SQ YD	85	\$21.50	\$1,827.50	\$15.00	\$1,275.00	\$20.62	\$1,752.70	\$20.30	\$1,725.50
TOTAL EROSION CONTROL				\$70,857.60		\$65,431.35		\$70,830.15		\$68,949.50	
EARTHWORK											
22	EXCAVATION - COMMON (EV) (P)	CU YD	59618	\$7.25	\$432,230.50	\$10.84	\$646,259.12	\$10.75	\$640,893.50	\$13.70	\$816,766.60
23	SALVAGE AND RESPREAD TOPSOIL - INTERIM	LS	1	\$115,000.00	\$115,000.00	\$91,489.11	\$91,489.11	\$170,742.00	\$170,742.00	\$82,200.00	\$82,200.00
24	SALVAGE AND RESPREAD TOPSOIL - FINAL	LS	1	\$14,500.00	\$14,500.00	\$34,264.07	\$34,264.07	\$318,394.00	\$318,394.00	\$82,200.00	\$82,200.00
25	EXCAVATION - SUBGRADE (EV)	CU YD	3300	\$6.50	\$21,450.00	\$23.24	\$76,692.00	\$39.00	\$128,700.00	\$15.00	\$49,500.00
26	HAUL & STOCKPILE EXCESS UNSUITABLE MATERIAL (CV)	CU YD	28100	\$8.75	\$245,875.00	-\$3.35	-\$94,135.00	\$5.85	\$164,385.00	\$0.01	\$281.00

BID TABULATION				Bidder No. 9		Bidder No. 10		Bidder No. 11		Bidder No. 12	
				Minger Construction Co., Inc.		Meyer Contracting, Inc.		Valley Paving, Inc.		R L Larson Excavating, Inc.	
Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
27	REGRADE DITCH	LS	1	\$1,315.00	\$1,315.00	\$3,056.70	\$3,056.70	\$10,967.00	\$10,967.00	\$15,000.00	\$15,000.00
28	COMMON EMBANKMENT (CV)	CU YD	20200	\$19.00	\$383,800.00	\$23.66	\$477,932.00	\$3.87	\$78,174.00	\$33.10	\$668,620.00
TOTAL EARTHWORK					\$1,214,170.50		\$1,235,558.00		\$1,512,255.50		\$1,714,567.60
RESTORATION											
29	HYDRAULIC STABILIZED FIBER MATRIX	LB	32000	\$0.95	\$30,400.00	\$1.12	\$35,840.00	\$0.93	\$29,760.00	\$0.90	\$28,800.00
30	FERTILIZER TYPE 4 (@120 LB/ACRE)	LB	1770	\$0.80	\$1,416.00	\$0.85	\$1,504.50	\$0.77	\$1,362.90	\$0.80	\$1,416.00
31	SEEDING	ACRE	14	\$622.00	\$8,708.00	\$450.00	\$6,300.00	\$600.00	\$8,400.00	\$591.00	\$8,274.00
32	SEED MIXTURE TEMPORARY (OATS OR WINTER WHEAT) (	LB	250	\$4.25	\$1,062.50	\$0.46	\$115.00	\$4.23	\$1,057.50	\$4.20	\$1,050.00
33	SEED MIXTURE SOUTHERN BOULEVARD (@160 LB/ACRE)	LB	160	\$7.75	\$1,240.00	\$5.45	\$872.00	\$7.44	\$1,190.40	\$7.30	\$1,168.00
34	SEED MIXTURE BWSR 35-241 MESIC PRAIRIE GENERAL (@	LB	150	\$17.50	\$2,625.00	\$13.90	\$2,085.00	\$16.98	\$2,547.00	\$16.70	\$2,505.00
35	SEED MIXTURE BWSR 34-266 WET PRAIRIE (@32.5 LB/ACF	LB	7	\$79.00	\$553.00	\$55.00	\$385.00	\$76.26	\$533.82	\$75.10	\$525.70
36	SEED MIXTURE BWSR 34-182 EMERGENT WETLAND (@ 5.2	LB	10	\$285.00	\$2,850.00	\$300.00	\$3,000.00	\$274.12	\$2,741.20	\$270.00	\$2,700.00
37	SEED MIXTURE BWSR 32-242 NATIVE CONSTRUCTION (@	LB	72	\$13.50	\$972.00	\$20.00	\$1,440.00	\$13.12	\$944.64	\$12.90	\$928.80
38	INSTALL WETLAND BUFFER SIGN	EACH	11	\$222.00	\$2,442.00	\$200.00	\$2,200.00	\$210.00	\$2,310.00	\$100.00	\$1,100.00
TOTAL RESTORATION					\$52,268.50		\$53,741.50		\$50,847.46		\$48,467.50
SITE PAVING											
39	BITUMINOUS MATERIAL FOR TACK COAT	GAL	200	\$2.25	\$450.00	\$2.15	\$430.00	\$2.18	\$436.00	\$2.30	\$460.00
40	TYPE SP 9.5 WEARING COURSE MIX (3,B) - FINAL	TON	340	\$101.00	\$34,340.00	\$91.00	\$30,940.00	\$89.00	\$30,260.00	\$96.00	\$32,640.00
41	TYPE SP 12.5 NON WEARING COURSE MIX (3,B) - FINAL	TON	760	\$89.00	\$67,640.00	\$80.75	\$61,370.00	\$78.75	\$59,850.00	\$85.20	\$64,752.00
42	TYPE SP 12.5 NON WEARING COURSE MIX (3,B) - INTERI	TON	450	\$85.00	\$38,250.00	\$77.00	\$34,650.00	\$75.00	\$33,750.00	\$81.20	\$36,540.00
43	AGGREGATE BASE CLASS 5, 80% CRUSHED	TON	2100	\$26.50	\$55,650.00	\$24.83	\$52,143.00	\$25.62	\$53,802.00	\$36.30	\$76,230.00
44	SELECT GRANULAR BORROW (MOD 8%)	TON	6100	\$16.75	\$102,175.00	\$14.06	\$85,766.00	\$17.50	\$106,750.00	\$17.90	\$109,190.00
45	GEOTEXTILE FABRIC TYPE V, NON-WOVEN	SQ YD	4350	\$2.25	\$9,787.50	\$2.90	\$12,615.00	\$2.41	\$10,483.50	\$2.60	\$11,310.00
46	4 INCH SOLID LINE MULTI-COMP WHITE	LIN FT	1500	\$1.10	\$1,650.00	\$1.00	\$1,500.00	\$1.05	\$1,575.00	\$1.10	\$1,650.00
47	4 INCH BROKEN LINE MULTI-COMP WHITE	LIN FT	70	\$1.10	\$77.00	\$1.00	\$70.00	\$1.05	\$73.50	\$1.10	\$77.00
48	4 INCH DOUBLE SOLID LINE MULTI-COMP YELLOW	LIN FT	1150	\$2.20	\$2,530.00	\$2.00	\$2,300.00	\$2.10	\$2,415.00	\$2.10	\$2,415.00
49	12 INCH SOLID LINE MULT-COMP WHITE	LIN FT	28	\$8.90	\$249.20	\$8.00	\$224.00	\$8.40	\$235.20	\$8.40	\$235.20
50	24 INCH SOLID LINE MULTI-COMP YELLOW	LIN FT	150	\$10.00	\$1,500.00	\$9.00	\$1,350.00	\$9.45	\$1,417.50	\$9.50	\$1,425.00
51	PAVEMENT MESSAGE (LEFT TURN ARROW) - MULTI-COM	EACH	2	\$166.00	\$332.00	\$150.00	\$300.00	\$157.50	\$315.00	\$158.00	\$316.00
52	PAVEMENT MESSAGE (RIGHT/THRU ARROW) - MULTI-CC	EACH	2	\$166.00	\$332.00	\$150.00	\$300.00	\$157.50	\$315.00	\$158.00	\$316.00
53	CONCRETE CURB AND GUTTER - DESIGN B618	LIN FT	1740	\$23.25	\$40,455.00	\$24.63	\$42,856.20	\$22.05	\$38,367.00	\$22.20	\$38,628.00
54	STOP SIGN AND POST (R1-1)	EACH	1	\$500.00	\$500.00	\$450.00	\$450.00	\$472.50	\$472.50	\$422.00	\$422.00
55	SPEED LIMIT SIGN AND POST (R2-1)	EACH	2	\$444.00	\$888.00	\$400.00	\$800.00	\$420.00	\$840.00	\$422.00	\$844.00
56	ADVANCE INTERSECTION LANE CONTROL SIGN AND PC	EACH	1	\$500.00	\$500.00	\$450.00	\$450.00	\$472.50	\$472.50	\$422.00	\$422.00
57	STREET NAME SIGN AND POST	EACH	1	\$611.00	\$611.00	\$550.00	\$550.00	\$577.50	\$577.50	\$501.00	\$501.00
58	NO PARKING SIGN AND POST (R8-3a)	EACH	3	\$389.00	\$1,167.00	\$350.00	\$1,050.00	\$367.50	\$1,102.50	\$422.00	\$1,266.00
TOTAL SITE PAVING					\$359,083.70		\$330,114.20		\$343,509.70		\$379,639.20
STORMWATER											
59	12 INCH RC PIPE STORM CLASS V	LIN FT	93	\$90.75	\$8,439.75	\$85.12	\$7,916.16	\$78.00	\$7,254.00	\$74.00	\$6,882.00
60	15 INCH RC PIPE STORM CLASS V	LIN FT	324	\$85.00	\$27,540.00	\$93.98	\$30,449.52	\$81.50	\$26,406.00	\$80.20	\$25,984.80
61	24 INCH RC PIPE STORM CLASS III	LIN FT	148	\$112.50	\$16,650.00	\$119.13	\$17,631.24	\$100.00	\$14,800.00	\$109.50	\$16,206.00
62	30 INCH RC PIPE STORM CLASS III	LIN FT	74	\$157.50	\$11,655.00	\$153.50	\$11,359.00	\$143.00	\$10,582.00	\$143.50	\$10,619.00

BID TABULATION				Bidder No. 9		Bidder No. 10		Bidder No. 11		Bidder No. 12	
				Minger Construction Co., Inc.		Meyer Contracting, Inc.		Valley Paving, Inc.		R L Larson Excavating, Inc.	
Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
63	36 INCH RC PIPE STORM CLASS III	LIN FT	153	\$200.50	\$30,676.50	\$204.01	\$31,213.53	\$193.00	\$29,529.00	\$175.50	\$26,851.50
64	15 INCH RC FLARED END SECTION W/TRASH GUARD	EACH	3	\$2,650.00	\$7,950.00	\$2,326.97	\$6,980.91	\$1,575.00	\$4,725.00	\$2,250.00	\$6,750.00
65	24 INCH RC FLARED END SECTION W/TRASH GUARD	EACH	2	\$3,650.00	\$7,300.00	\$3,242.11	\$6,484.22	\$2,448.00	\$4,896.00	\$3,630.00	\$7,260.00
66	30 INCH RC FLARED END SECTION W/TRASH GUARD	EACH	2	\$5,420.00	\$10,840.00	\$4,666.51	\$9,333.02	\$3,867.00	\$7,734.00	\$4,750.00	\$9,500.00
67	36 INCH RC FLARED END SECTION W/TRASH GUARD	EACH	2	\$6,665.00	\$13,330.00	\$5,497.55	\$10,995.10	\$4,595.00	\$9,190.00	\$6,190.00	\$12,380.00
68	CONSTRUCT 4 FOOT DIAMETER PRECAST STORM STRUC	EACH	3	\$5,475.00	\$16,425.00	\$5,271.74	\$15,815.22	\$7,183.00	\$21,549.00	\$5,140.00	\$15,420.00
69	CONSTRUCT 2'X3' CATCH BASIN	EACH	3	\$4,125.00	\$12,375.00	\$3,756.84	\$11,270.52	\$4,318.00	\$12,954.00	\$3,660.00	\$10,980.00
70	CONSTRUCT 5 FOOT DIAMETER PRECAST OUTLET CONTI	EACH	1	\$13,095.00	\$13,095.00	\$17,426.18	\$17,426.18	\$29,790.00	\$29,790.00	\$14,800.00	\$14,800.00
71	6 INCH SOLID WALL PVC SCH 40 DRAINTILE PIPE - STOR	LIN FT	50	\$26.75	\$1,337.50	\$31.85	\$1,592.50	\$23.00	\$1,150.00	\$38.00	\$1,900.00
72	6 INCH PERFORATED PVC SCH 40 DRAINTILE PIPE - STOF	LIN FT	484	\$15.50	\$7,502.00	\$24.37	\$11,795.08	\$21.50	\$10,406.00	\$14.10	\$6,824.40
73	4 INCH PERFORATED PVC SCH 40 DRAINTILE PIPE - ROA	LIN FT	1010	\$16.50	\$16,665.00	\$20.82	\$21,028.20	\$23.75	\$23,987.50	\$15.80	\$15,958.00
74	6 INCH DRAINTILE CLEANOUT W/ THREADED CAP - STOI	EACH	6	\$1,285.00	\$7,710.00	\$456.20	\$2,737.20	\$1,048.00	\$6,288.00	\$503.00	\$3,018.00
75	4 INCH DRAINTILE CLEANOUT W/ THREADED CAP - ROA	EACH	4	\$835.00	\$3,340.00	\$283.50	\$1,134.00	\$823.00	\$3,292.00	\$1,540.00	\$6,160.00
76	PREMIXED IRON/FINE FILTER AGGREGATE (MODIFIED) (	CU YD	50	\$21.25	\$1,062.50	\$291.84	\$14,592.00	\$421.00	\$21,050.00	\$224.00	\$11,200.00
77	BIOFILTRATION MEDIA MIX C (CV) (P) - FILTRATION BEN	CU YD	50	\$55.00	\$2,750.00	\$79.42	\$3,971.00	\$146.00	\$7,300.00	\$72.30	\$3,615.00
78	1/4-INCH PEA GRAVEL (CV) (P) - FILTRATION BENCH	CU YD	50	\$21.25	\$1,062.50	\$106.40	\$5,320.00	\$207.00	\$10,350.00	\$79.90	\$3,995.00
79	COARSE FILTER AGGREGATE (CV) (P) - FILTRATION BENI	CU YD	149	\$96.75	\$14,415.75	\$106.16	\$15,817.84	\$157.00	\$23,393.00	\$95.20	\$14,184.80
80	CLAY LINER (CV) (P) - FILTRATION BENCH	CU YD	492	\$52.25	\$25,707.00	\$66.66	\$32,796.72	\$44.50	\$21,894.00	\$41.20	\$20,270.40
81	RANDOM RIPRAP CLASS III	TON	101	\$142.75	\$14,417.75	\$88.36	\$8,924.36	\$144.00	\$14,544.00	\$139.00	\$14,039.00
TOTAL STORMWATER				\$272,246.25		\$296,583.52		\$323,063.50		\$264,797.90	
SANITARY SEWER											
82	CONNECT TO EXISTING SEWER PIPE	EACH	1	\$22,300.00	\$22,300.00	\$1,066.98	\$1,066.98	\$1,469.43	\$1,469.43	\$5,000.00	\$5,000.00
83	4 FOOT DIA SANITARY SEWER STRUCTURE	EACH	6	\$9,680.00	\$58,080.00	\$9,866.40	\$59,198.40	\$12,205.00	\$73,230.00	\$7,350.00	\$44,100.00
84	4 FT DIA. SANITARY STRUCTURE OVERDEPTH (>12' DEPTH	LIN FT	48	\$266.00	\$12,768.00	\$377.80	\$18,134.40	\$529.00	\$25,392.00	\$332.50	\$15,960.00
85	8 INCH PVC SANITARY SEWER PIPE, SDR 26	LIN FT	68	\$89.75	\$6,103.00	\$128.97	\$8,769.96	\$111.75	\$7,599.00	\$75.80	\$5,154.40
86	10 INCH PVC SANITARY SEWER PIPE, SDR 26	LIN FT	873	\$100.00	\$87,300.00	\$78.88	\$68,862.24	\$51.50	\$44,959.50	\$65.00	\$56,745.00
87	8 INCH PVC SCH 40 SANITARY SEWER SERVICE	LIN FT	73	\$84.00	\$6,132.00	\$71.27	\$5,202.71	\$68.50	\$5,000.50	\$71.00	\$5,183.00
88	10 INCH X 8 INCH PVC WYE	EACH	1	\$1,271.00	\$1,271.00	\$1,404.29	\$1,404.29	\$1,884.50	\$1,884.50	\$2,830.00	\$2,830.00
89	8 INCH PVC CAP/PLUG	EACH	2	\$304.00	\$608.00	\$331.92	\$663.84	\$527.00	\$1,054.00	\$243.00	\$486.00
90	10 INCH PVC CAP/PLUG	EACH	1	\$397.00	\$397.00	\$457.91	\$457.91	\$527.00	\$527.00	\$405.00	\$405.00
91	IMPROVED PIPE FOUNDATION (12 INCHES THICK)	LIN FT	700	\$10.30	\$7,210.00	\$19.20	\$13,440.00	\$22.50	\$15,750.00	\$18.40	\$12,880.00
TOTAL SANITARY SEWER				\$202,169.00		\$177,200.73		\$176,865.93		\$148,743.40	
WATERMAIN											
92	CONNECT TO EXISTING WATERMAIN	EACH	1	\$5,750.00	\$5,750.00	\$1,003.65	\$1,003.65	\$2,440.00	\$2,440.00	\$4,180.00	\$4,180.00
93	6 INCH DIP CL-52 HYDRANT LEAD	LIN FT	75	\$136.25	\$10,218.75	\$107.33	\$8,049.75	\$99.00	\$7,425.00	\$64.00	\$4,800.00
94	8 INCH PVC C900 DR-18 WATERMAIN	LIN FT	152	\$90.50	\$13,756.00	\$84.26	\$12,807.52	\$46.50	\$7,068.00	\$47.30	\$7,189.60
95	12 INCH PVC C900 DR-18 WATERMAIN	LIN FT	896	\$71.25	\$63,840.00	\$81.30	\$72,844.80	\$63.50	\$56,896.00	\$66.20	\$59,315.20
96	6 INCH GATE VALVE AND BOX	EACH	2	\$2,700.00	\$5,400.00	\$3,212.48	\$6,424.96	\$3,675.00	\$7,350.00	\$2,470.00	\$4,940.00
97	8 INCH GATE VALVE AND BOX	EACH	3	\$3,750.00	\$11,250.00	\$4,241.12	\$12,723.36	\$4,800.00	\$14,400.00	\$3,550.00	\$10,650.00
98	12 INCH GATE VALVE AND BOX	EACH	3	\$6,140.00	\$18,420.00	\$4,342.89	\$13,028.67	\$7,382.00	\$22,146.00	\$6,630.00	\$19,890.00
99	FIRE HYDRANT	EACH	2	\$8,530.00	\$17,060.00	\$8,768.55	\$17,537.10	\$6,775.00	\$13,550.00	\$7,600.00	\$15,200.00
100	DUCTILE IRON FITTINGS	LB	2570	\$20.25	\$52,042.50	\$27.99	\$71,934.30	\$18.00	\$46,260.00	\$17.60	\$45,232.00
101	TESTING WATER (IMPORTED)	LS	1	\$1,940.00	\$1,940.00	\$2,173.94	\$2,173.94	\$0.01	\$0.01	\$4,000.00	\$4,000.00

BID TABULATION				Bidder No. 9		Bidder No. 10		Bidder No. 11		Bidder No. 12	
				Minger Construction Co., Inc.		Meyer Contracting, Inc.		Valley Paving, Inc.		R L Larson Excavating, Inc.	
Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
102	BLOWOFF ASSEMBLY	EACH	2	\$2,915.00	\$5,830.00	\$1,183.66	\$2,367.32	\$5,543.00	\$11,086.00	\$2,690.00	\$5,380.00
	TOTAL WATERMAIN				\$205,507.25		\$220,895.37		\$188,621.01		\$180,776.80
	BASE BID SUMMARY:										
	TOTAL GENERAL				\$159,665.00		\$304,925.09		\$175,100.01		\$751,785.50
	TOTAL REMOVAL				\$41,571.25		\$43,301.21		\$66,849.80		\$45,507.80
	TOTAL EROSION CONTROL				\$70,857.60		\$65,431.35		\$70,830.15		\$68,949.50
	TOTAL EARTHWORK				\$1,214,170.50		\$1,235,558.00		\$1,512,255.50		\$1,714,567.60
	TOTAL RESTORATION				\$52,268.50		\$53,741.50		\$50,847.46		\$48,467.50
	TOTAL SITE PAVING				\$359,083.70		\$330,114.20		\$343,509.70		\$379,639.20
	TOTAL STORMWATER				\$272,246.25		\$296,583.52		\$323,063.50		\$264,797.90
	TOTAL SANITARY				\$202,169.00		\$177,200.73		\$176,865.93		\$148,743.40
	TOTAL WATERMAIN				\$205,507.25		\$220,895.37		\$188,621.01		\$180,776.80
	TOTAL BASE BID				\$2,577,539.05		\$2,727,750.97		\$2,907,943.06		\$3,603,235.20
Contractor Name and Address:				Minger Construction Co., Inc. 620 Corporate Dr. Jordan, MN 55352		Meyer Contracting, Inc. 11000 93rd Ave. N. Maple Grove, MN 55369		Valley Paving, Inc. 8800 13th Ave. E. Shakopee, MN 55379		R L Larson Excavating, Inc. 2255 12th St. SE St. Cloud, MN 56304	
Phone:				(952) 368-9200		(763) 391-5959				(320) 654-0709	
Email:				lukem@mingerconst.com		estimating@meyperci.com				estimating@rlarsoninc.com	
Signed By:				Luke Minger		Brad Ames		Brent Carron		Brent Hamak	
Title:				President		President		President		Executive VP	
Bid Security:				Bid Bond		Bid Bond		Bid Bond		Bid Bond	
Addenda Acknowledged:				Yes		Yes		Yes		Yes	
				'1, 2		'1, 2		'1, 2		'1, 2	

ITEM:

Consideration of Travel and Meal/Food Policy

PREPARED BY:

Zach Doud, City Administrator

POLICY DECISION / ACTION TO BE CONSIDERED:

Consideration of Policy

BACKGROUND:

City Council received a memo from the City Administrator at the May 26, 2026 council meeting which was related to meals and travel. It was noted in that memo that a policy would be worked on and submitted to the City Council within the next 4 meetings. This is the fourth meeting since that memo and this is the policy that was written to discuss these items.

Note that we did address some of this memo at the previously July 14, 2026 council meeting with the amendment of the Employee Appreciation Program.

This policy is related to travel, both in and out of state, along with meals and food that are purchased by the City. This policy was derived after review of 11 different city policies related to travel, meals, and food. This policy lays out the ground work for when things are needing to be approved, what is needing to be approved and also does not handcuff operations of the City for extenuating circumstances that can happen during the normal workday.

RELATIONSHIP TO COUNCIL GOALS:

Foster a Safe and Welcoming Community

RECOMMENDATION:

Staff recommends approval of Travel and Meal/Food Policy.

ATTACHMENT(S):

Travel and Meal/Food Policy



Travel and Meal/Food Policy

The City of Dayton supports the growth and development of employees for increases efficiency and effectiveness of the organization. Training and professional development programs for employees serve a public purpose when they are directly related to an employee's job-related duties and are directly related to the governmental functions of the City. Payment or reimbursement of employee work-related expenses, including travel, lodging and meal expenses, serves a public purpose when those expenses are necessarily incurred by City employees in connection with their actual work assignments or job duties and those expenses are directly related to the City's governmental functions.

This policy establishes guidelines and procedures for the payment and reimbursement (if deemed necessary by the City Administrator) of travel and other city expenses incurred by employees and officials in the conduct of approved city business. This policy applies to all City employees.

The City of Dayton also wants to ensure that meals and food are reviewed critically prior to the purchase of these as the funds for operations of the City need to be reviewed with due diligence. The inclusion of meals and food is to ensure that all employees can easily locate all policies that are related to meals and food whether traveling on official city business or working day-to-day hours.

Public expenditures for food associated with official City functions serve a public purpose when the food are an integral part of an official City function and the provision of food or refreshments is necessary to ensure meaningful participation by the participants.

Public expenditures (which do not involve direct payment of money) for appropriate City employee recognition programs serve a public purpose because formally recognizing employees who make significant contributions and demonstrate their commitment during the performance of their duties results in higher morale and productivity among all City employees and assists the City in attracting and retaining an efficient, productive and capable work force.

Purpose

The purpose of this policy is to establish guidelines for travel, food, and meals incurred will serve a proper public purpose and are directly related to carrying out the duties and responsibilities of the City including meetings, trainings, conferences, and professional development. The policy will pertain to travelling both in and out of state along with daily operations for the City. The City is not responsible for any additional cost expended by the traveling employee that do not serve a public purpose.

In State Travel

Employees who travel within the State of Minnesota for conferences, seminars, workshops, trainings, any other professional development related items ("training") or for daily operations must abide by the following:

- A. Department heads are allowed to approve training as budgeted for one or more employees in their own department.
 - a. Department heads must seek approval from the City Administrator before registration if the training includes the department head and the assistant department head (or next in charge). If the Department Head is attending a training, notification must be made to the City Administrator.
- B. All employees who travel on City business within the State of Minnesota must use a City-owned vehicle, if feasible. If no City-owned vehicle is available for use, then an employee can use a privately-owned vehicle. For use of a privately-owned vehicle, eligible persons will be paid the standard mileage allowance as determined by the IRS, on an annual basis. The City is not responsible for damage to the employee's vehicle.
- C. Lodging for in-state travel requires pre-approval by the City Administrator, who may approve the lodging if the training is two or more work days and the training is directly related to the performance of the employee's official job duties and directly related to a government function. Lodging must be reasonable and be paid for using the city issued credit card wherever possible. Lodging must be made in proximity of the location of the training. Each employee will be allowed to have an individual single room.

Out of State Travel

Employees who travel outside of the State of Minnesota for training must agree to the following terms:

- A. Any out-of-state travel must be pre-approved by the City Administrator.
- B. Travel outside of the State of Minnesota will be reimbursed at actual round trip coach rate airfare. If a privately-owned vehicle is used, reimbursement will be paid on the basis of the prevailing mileage allowance rate or coach airfare, whichever is less. The City is not responsible for damage to the employee's vehicle. If the employee prefers to drive, any extra time required due to driving must be taken as vacation time.
 - a. Costs for travel must be compared between the cost and convenience of the lowest available airfare and travel time with any other option available. This must be made available to the City Administrator if ever questioned.

- b. Using personal miles or personal airfare accounts is prohibited.
- C. The cost of lodging must be reasonable and be paid for using the City issued credit card wherever possible. Lodging must be made in proximity of the location of the conference or business meeting attended.
 - a. If more than one individual from a department is attending the same conference, the City Administrator must be notified by the department head and the City Administrator will consider how the change of operations will affect the department. The City Administrator will make the decision on attendance.
 - b. Each employee will be allowed to have an individual single room.
- D. Transportation to and from the airport is allowed via a ride-sharing application, taxi service, or bus with the detailed and itemized receipt being needed for the City credit card or for reimbursement. The most cost effective and efficient mode of transportation shall be used.
- E. The City Administrator must pre-approve the use of rental vehicles. Rental vehicles must be documented for why they are being approved and the applicable public purpose.
 - a. Employees looking to have a rental vehicle must follow the City vehicle use policy and sign an acknowledgement form prior to approval.

Meals and Food Purchases

All employees who purchase meals and foods must comply with the following terms listed below:

- A. City credit cards must be used as the primary purchasing method for food and meals. Reimbursement can be received through a private card but an explanation of why a city credit card was not used along with all applicable itemized receipts that are requesting to be reimbursed.
- B. The per diem allowance is a daily payment for meals and related incidental expenses when overnight travel accommodations are necessary, in accordance with published federal per diem rates instead of receipt based reimbursement. The per diem rate can be found at: [Per diem rates | GSA](#).
 - a. The default rate will use Minneapolis and St Paul as the location for the per diem rates.
 - b. When a training provides food for attendees, no per diem will be paid even if the employee chooses not to eat that meal. This will be applied on a per meal basis.
 - c. Per diems will be used as a way to benchmark purchases on food

- and will not be paid out to the employee for non-use.
- d. A City assigned purchasing card must not be utilized to pay for meal expenses when per diem is claimed by a traveling employee.
- C. All meals and food must be critically reviewed prior to purchase to ensure that the meal and/or food purchase has an applicable public purpose and can be justified to the City Administrator if ever questioned.
- a. All receipts must be saved and uploaded with the credit card statement once a month, when purchased on the city credit card, with line-item detail of what was purchased and noted the purpose of the food/meal and the number of people that were served with the food.
- D. Meals and food purchases must be approved by the applicable Department Head and/or City Administrator. Food and meals are not to be received as a benefit of working at the City of Dayton but may have a tax impact on employees which will follow IRS code and regulations.
- a. The City may pay reasonable and necessary food and meals expenses when the food or meals are an integral part of the formal meeting and are necessary to sustain the flow of the meeting, to retain the captive audience, and to assist the participation of those employees and attendees, some examples are as follows:
 - i. All day, all employee training event.
 - ii. Panel Interviews are completed in succession with minimal breaks between and run through the lunch hours.
 - iii. Required work on holidays that runs over a meal period.
 - iv. Employee Appreciation Program purchases adopted by the City Council on July 14, 2026.
- E. No alcohol or alcoholic beverages are allowed to be purchased with City funds and are not reimbursable.
- F. Improper meals and food purchases must be reimbursed to the City of Dayton within 10 days of notification.

Disciplinary Action

Any employee found to be violating this policy may be subject to disciplinary action, up to and including termination.

Note: This policy will be added to the Personnel Policy as an appendix once adopted.

ITEM: Ordinance 2026-13, Amending City Code 1001.064, Subd 3 (Table of Uses).

APPLICANT/PRESENTERS:

Jon Sevald, Community Development Director

PREPARED BY:

Jon Sevald, Community Development Director

POLICY DECISION / ACTION TO BE CONSIDERED:

Motion to Approve an Ordinance Amending City Code 1001.064, Subdivision 3 related to Accessory Buildings in the Public Recreation district.

BACKGROUND/OVERVIEW:

During the public's review of Sundance Greens 12th Addition, a resident informed Staff of an error in the City Code. The City Code includes a Table of Uses in which specific uses are listed as a P, C, A, or N use (Permitted, Conditional Use, Accessory, Non-Permitted). Accessory Buildings are listed as a "F" use in the "RP" district.

The proposed Ordinance Amendment changes the "F" to "P", and "RP" to "PR" (*Public Recreation* district).

CRITICAL ISSUES:

The origin of the error is unknown. We can speculate that F and P look similar, and that F and C keys are next to each other on a keyboard.

At issue is should Accessory Buildings be a Permitted Use or a Conditional Use in the Public Recreation zoning district. The Public Recreation district includes Elm Creek Park Reserve, Sundance and Daytona golf courses, DNR land, and city parks.

The intent of the Public Recreational District... *"is intended to allow for recreational activity on a single contiguous tract. Examples of this recreational activity would include, but not be limited to, golf courses, camping facilities, public parks, tennis clubs and bowling alleys. It is intended to include both publicly and privately owned facilities and can be operated on a fee or non-fee basis."*¹

City Code 1001.064 Additional Non-Residential Districts

Subd.2 Public Recreation District (PR)

(2) *Permitted accessory uses. Uses listed as accessory uses in the table at Subdivision 3 when customarily incidental and clearly subordinate to the permitted or approved conditional use. Accessory uses are to be contained wholly within a lawfully erected principal building, except designated accessory structures approved as a conditional use.*

¹ City Code 1001.04, Subd 1(22) (PR, Public Recreation District).

Based on the last sentence above, the City Code's intent is for Accessory Buildings to be a Conditional Use unless incidental and clearly subordinate to the permitted or approved conditional use.

Specific to the proposed Sundance Greens 12th Addition, the project includes replacing a maintenance building (Accessory Building) at Sundance Golf Course. If the Ordinance is interpreted or amended to require a Conditional Use Permit for Accessory Buildings, a CUP was not part of the application. However, Sundance Greens is a Planned Unit Development (PUD). Conditional Uses are "Permitted" if part of the PUD.

LEVEL OF CITY DISCRETION IN DECISION MAKING

Action taken on the proposed ordinance amendment is Legislative in nature; the City has broad discretion in making land use decisions based on the Comprehensive Plan and advancing the health, safety, and general welfare of the community. The basic question of the Zoning Ordinance Amendment is whether it will advance the City's vision and goals for future development and redevelopment.



ROLE OF THE CITY COUNCIL:

1. **Approval.**
2. **Denial**, with reasoning.
3. **Table** for more information (define what information is needed).

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission held a Public Hearing at its July 9, 2026 meeting, recommending a Conditional Use Permit (CUP) be required.

STAFF RECOMMENDATION:

Staff recommends Accessory Buildings be a Permitted Use. If to be a Conditional Use, then Staff recommends requiring a CUP for Accessory Buildings exceeding 1,000 sq ft. 1,000 sq ft and under would be a Permitted Use. The intent is to avoid going through the Public Hearing process for small accessory buildings such as park shelters.

The Ordinance Amendment is written based on the Planning Commission's recommendation.

RELATIONSHIP TO COUNCIL GOALS:

N/A

BUDGET IMPACT

N/A

ATTACHMENT(S):

City Code, 1001.064, Additional non-Residential Districts
Ordinance 2026-13

1001.064 ADDITIONAL NON-RESIDENTIAL DISTRICTS.

Subd. 1 Village-Mixed Use District (VM)

(1) *Intent.* To provide for and encourage integrated and appropriate scale mixed use development within certain areas of the Historic Village area. Require high quality site and architectural design in conformance with the unique character and scale of the Village.

(2) *Permitted uses.* See table at Subdivision 3.

(3) *Permitted accessory uses.*

a. Uses listed as accessory uses in table at Subdivision 3 and item 1 listed below which are customarily incidental and clearly subordinate to the permitted or approved conditional use. All accessory uses, except for those listed below are to be contained wholly within a lawfully erected principal building.

1. Any outdoor display of goods or materials shall be as approved as part of the final site plan and building plan approval process.

(4) *Conditional uses.* See table at Subdivision 3 for a list of conditional/interim uses.

(5) *District requirements.*

	Sanitary Sewer
Minimum lot size	6,000 square feet
Minimum lot width	40 feet
Minimum lot depth	100 feet
Maximum impervious surface coverage	90%
Maximum building footprint coverage	75%
Structure height limit	30 feet

(6) *Setbacks.*

Building	
Front	0 - 10 feet*
Side to a street	0 - 10 feet*
Side	5 feet
Rear	10 feet
To a residential zone	30 feet
* New buildings shall be constructed at a build-to-line of between 0 and 10 feet from the public street right-of-way to create a uniform streetscape.	
* Parking - No parking is allowed in front of the primary building. All off-street parking shall be located to the side or rear of the building.	
To a street	15 feet
Side	5 feet**
Rear	5 feet**
To a residential zone	10 feet
* Minimum lot size, width, depth, and the like shall not include area of street easements, right-of-way or common areas.	
* Setbacks to street frontages shall be measured from the edge of the right-of-way as dedicated in conformance with City, county or state requirements and the Dayton Comprehensive Plan.	
** May be reduced to 0 feet when abutting another parking lot and covered by a joint access and circulation agreement between the 2 parcels, subject to review and approval of the City.	

(7) *Special provisions.*

a. See the exterior building material requirements as provided in the Zoning Code.

b. Final site and building plan approval is required prior to issuance of a permit for construction, expansion or exterior remodeling. See Subsection 1001.28, Subd. 3 for the final site and building plan requirements.

c. All new development is required to be connected to municipal utilities.

- (8) *Sign regulations.* Refer to Subsection 1001.20.
- (9) *Parking regulations.* Refer to Subsection 1001.19.
- (10) *Other performance standards.* Refer to Subsection 1001.14.

Subd. 2 Public Recreation District (PR)

- (1) *Permitted uses.* See table at Subdivision 3.

(2) *Permitted accessory uses.* Uses listed as accessory uses in table at Subdivision 3 when customarily incidental and clearly subordinate to the permitted or approved conditional use. Accessory uses are to be contained wholly within a lawfully erected principal building, except designated accessory structures approved as a conditional use.

- (3) *Conditional uses.* See table at Subdivision 3 for a listing of conditional/interim uses.

- (4) *District requirements.*

Minimum district size	none
Minimum lot area - non-residential	20 acres
Minimum lot depth - non-residential	330 feet
Minimum lot width - non-residential	500 feet
Maximum lot coverage of all structures	2%

- (5) *Setbacks.*

Front, side or rear to a street*	30 feet
Maximum dwelling front setback	500 feet
Interior side yard, minimum	50 feet
Interior side yard, abutting residences	50 feet
Rear yard, minimum*	50 feet
Rear yard, abutting residences	50 feet
Rear yard, detached accessory uses	50 feet
* Street setback abutting an arterial street shall be a minimum of 50 feet	

- (6) *Other requirements.*

Principal structure height limit	25 feet
Accessory structure height limit	25 feet
Minimum distance between principal buildings on the same lot	35 feet

Subd. 3 Table of Uses

N-Not Permitted P-Permitted C-Conditional/Interim Use Permit A-Accessory		
Use	Zoning District	
	VM	RP
Accessory buildings	N	F
Adult use	N	N
Agriculture	N	C
Auto and marine sales	N	N
Auto and marine services major repair	N	N
Auto and marine services minor repair	C	N
Boarding houses	C	N

N-Not Permitted P-Permitted C-Conditional/Interim Use Permit A-Accessory		
Use	Zoning District	
	VM	RP
Bus/transit station	C	N
Business/trade schools	C	N
Clinics/medical offices	P	N
Commercial recreation	C	C
Convenience/gas station	C	N
Day care	C	C
Day care accessory to business use	A	A
Essential services	P	P
Equipment rental	C	N
Financial institutions	P	N
Financial institutions w/ drive up	C	N
Heavy manufacturing	N	N
Hospitals	N	N
Industrial, heavy	N	N
Industrial, light	C	N
Industrial, medium	P	N
Laboratories - medical, dental	C	N
Mining	N	N
Mini-storage, commercial	N	N
Mortuaries, funeral homes	C	N
Motels, hotels	N	N
Nurseries, retail	C	N
Off sale liquor store	C	N
On sale liquor establishment	C	C

N-Not Permitted P-Permitted C-Conditional/Interim Use Permit A-Accessory		
Use	Zoning District	
	VM	RP
Offices	P	N
Outdoor display area	C	N
Outdoor storage area	N	N
Private clubs	C	C
Public parking facility	C	N
Recreational vehicle sale	N	N
Recycling facility indoor	N	N
Recycling and salvage outdoor	N	N
Religious institutions	C	N
Restaurant - Class I (sit down)	C	C
Restaurant - Class II (with alcohol)	C	C
Restaurant - Class III (fast food)	C	N
Restaurant - Class IV (with drive up)	N	N
Retail shops and services	P	A
Schools	C	C

Theatres (indoors)	N	N
Towers - cellular and communication	C	C
Truck terminal	N	N
Warehouse and distribution centers	N	N
Wholesaling	C	N
Veterinary clinics	C	N
NOTE: Any use not listed above as a permitted or conditional use is not permitted, however uses that are not listed and are intrinsically similar to a use listed above may be allowed when specifically approved by action of the City Council.		

(Ord. 2010-13, passed 7-13-2010)

ORDINANCE 2026-13

CITY OF DAYTON
COUNTIES OF HENNEPIN AND WRIGHT
STATE OF MINNESOTA

AN ORDINANCE AMENDING CITY CODE 1001.064 ADDITIONAL NON-RESIDENTIAL DISTRICTS.

SECTION 1. AMENDMENT. Dayton City Code Section 1001.064 is hereby amended by adding the following underlined language and deleting the following ~~striketrough~~ language, which reads as follows:

Subd 2 Public Recreation District (PR)

- (2) Permitted accessory uses. Uses listed as accessory uses in table at Subdivision 3 when customarily incidental and clearly subordinate to the permitted or approved conditional use. Accessory uses are to be contained wholly within a lawfully erected principal building, except designated accessory structures approved as a conditional use.

Subd. 3 Table of Uses

N-Not Permitted P-Permitted C-Conditional/Interim Use Permit A-Accessory		
Use	Zoning District	
	VM	RP PR
Accessory buildings	N	F C
Adult use	N	N
Agriculture	N	C
Auto and marine sales	N	N
Auto and marine services major repair	N	N
Auto and marine services minor repair	C	N
Boarding houses	C	N
Bus/transit station	C	N
Business/trade schools	C	N
Clinics/medical offices	P	N
Commercial recreation	C	C
Convenience/gas station	C	N
Day care	C	C
Day care accessory to business use	A	A
Essential services	P	P
Equipment rental	C	N
Financial institutions	P	N
Financial institutions w/ drive up	C	N
Heavy manufacturing	N	N
Hospitals	N	N
Industrial, heavy	N	N
Industrial, light	C	N
Industrial, medium	P	N

Laboratories - medical, dental	C	N
Mining	N	N
Mini-storage, commercial	N	N
Mortuaries, funeral homes	N	N
Motels, hotels	C	N
Nurseries, retail	C	N
Off sale liquor store	C	C
On sale liquor establishment	C	C
Offices	P	N
Outdoor display area	C	N
Outdoor storage area	N	N
Private clubs	C	C
Public parking facility	C	N
Recreational vehicle sale	N	N
Recycling facility indoor	N	N
Recycling and salvage outdoor	N	N
Religious institutions	C	C
Restaurant - Class I (sit down)	C	C
Restaurant - Class II (with alcohol)	C	N
Restaurant - Class III (fast food)	C	N
Restaurant - Class IV (with drive up)	P	N
Retail shops and services	C	A
Schools	N	C
Theatres (indoors)	C	N
Towers - cellular and communication	C	C
Truck terminal	N	N
Warehouse and distribution centers	N	N
Wholesaling	C	N
Veterinary clinics	C	N
NOTE: Any use not listed above as a permitted or conditional use is not permitted, however uses that are not listed and are intrinsically similar to a use listed above may be allowed when specifically approved by action of the City Council.		

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

Adopted by the City Council of the City of Dayton, this 28th Day of July, 2026.

Dennis Fisher, Mayor

ATTEST:

Amy Benting, City Clerk

Motion by _____. Second by _____.

Ayes:

Nays:

Motion ***Approved.***

Published by THE PRESS on _____, 2026.

PRESENTER: Raine Gardner/Martin Farrell

ITEM: Elsie Stephens Park Phase 3, 30% plan and cost estimate review

PREPARED BY: Martin Farrell

POLICY DECISION / ACTION TO BE CONSIDERED: Review 30% plan set and cost estimator and provide comments for further development of bid documentation. Phase 3 of Elsie Stephens Park, includes improvements to performance area, and installing concrete, dance floor.

BACKGROUND: City Council selected specific elements to be included in Phase 3 of the development of Stephens Park, they were, Splash pad, bathroom facilities, additional parking, improvements to the performance area to include dance floor and stage covering structure. At a subsequent council meeting Staff were directed to remove the splash pad area, additional parking and bathroom facilities. Council requested further detail on splash pad alternatives to enable them to make an informed decision. MSA has worked on gathering data, including survey data, selecting a geotechnical engineer and commissioning soil borings and getting a detailed report to assess support requirements for bandshell footings and dance floor extension.

CRITICAL ISSUES: Aligns with Council Goal to “Maintain and Enhance the Natural and Rural Community Connection”.

BUDGET IMPACT: Funded from Capital Fund 405

RECOMMENDATION: N/A.

ATTACHMENT(S): MSA Memo, 30 per cent plans including alternatives considered, Engineers cost estimate for the project excluding costs for the stage covering structure.

To: Martin Farrell, City of Dayton
From: Marcus Rue, P.E.
Subject: Elsie Stephens Amphitheater Improvements – Cost Estimate
Date: July 22, 2026

Purpose

MSA prepared a conceptual design and planning-level cost estimate (80%) for improvements to the Elsie Stephens Amphitheater. The proposed improvements are intended to enhance event functionality, improve accessibility, and prepare the site for installation of a future stage cover.

Expanded Dance Floor Area

A new concrete dance floor is proposed immediately in front of the existing stage to provide a dedicated space for community events, concerts, and performances. The area in front of the existing lowest stone seatwall requires regrading as well as the addition of a second tier of stone seating to maintain slope under 2% and avoid draining water onto the stage. Simply flattening this area would create drainage concerns by directing stormwater toward the stage. The proposed grading maintains positive drainage away from the stage while creating a usable, level gathering space. As part of this work, a second tier of limestone seating is proposed to maintain the amphitheater's function and provide seating opportunities after the grade adjustments are completed.

ADA-Accessible Route Improvements

The proposed dance floor occupies the area where the existing accessible route currently travels through the amphitheater. As a result, the pathway must be reconstructed and realigned. The revised alignment provides direct access to the dance floor while maintaining a slope of less than 5%. Keeping the route below this threshold eliminates the need for handrails along both sides of the path, creating a more user-friendly facility while reducing future maintenance and replacement costs.

Stage Cover Installation

The project is intended to prepare the amphitheater for prefabricated stage cover which is being direct-purchased by the City. The estimate includes shelter installation and foundation costs but excludes the shelter purchase cost. Foundation costs are placeholders until final structural design is completed.

MEMO

July 22, 2026

Electrical Improvements

The estimate includes an electrical allowance for feeder service, driveway crossing, pedestal, receptacles, and power connections associated with the proposed shelter.

Estimated Project Cost

Construction Subtotal	\$258,855
Contingency (10%)	\$25,866
Estimated Project Total	\$284,741

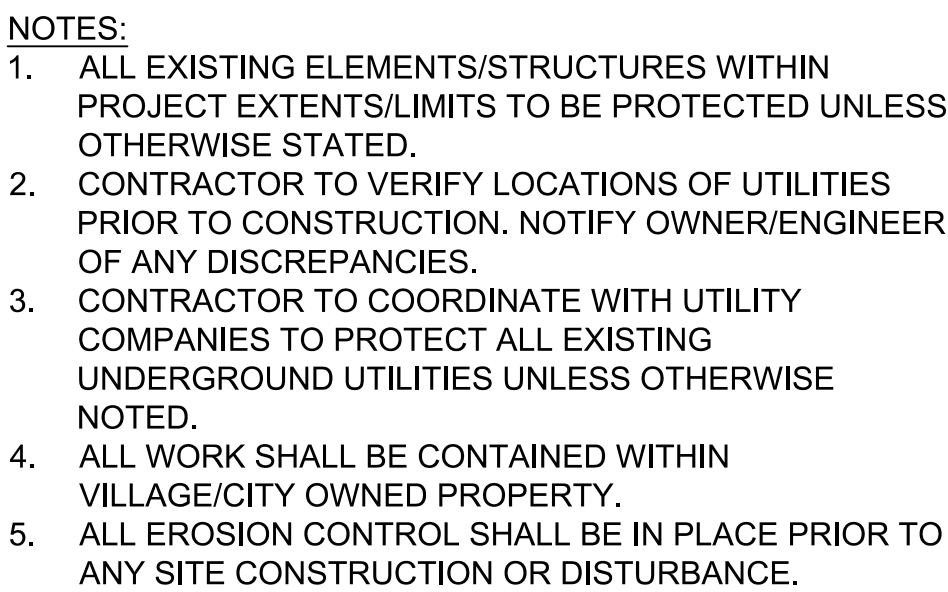
- The shelter price is not included as it was pre-purchased by the City.
- See included cost estimate and plan sheets showing the existing site conditions, removals, and proposed site improvements.
- Foundations are listed as an allowance assumed to cover construction cost currently
- Excavation Below Subgrade is an allowance in the event poor soils are encountered

Revised Schedule

- July 22 — ~~Plans to City for review/comment~~
- July 28 — City Council Meeting to confirm final project direction and comments back to MSA (MSA to have a representative present if requested.)
- Aug 6 — 95% Plans to City for approval for bidding
- Aug 11 — City Council confirms approval for bidding (MSA to have a representative present if requested.)
- Aug 12 — Final Plans and Specs Completed

Key Council Discussion Points

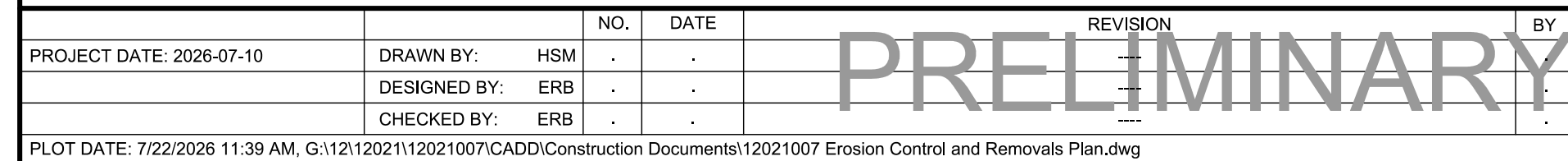
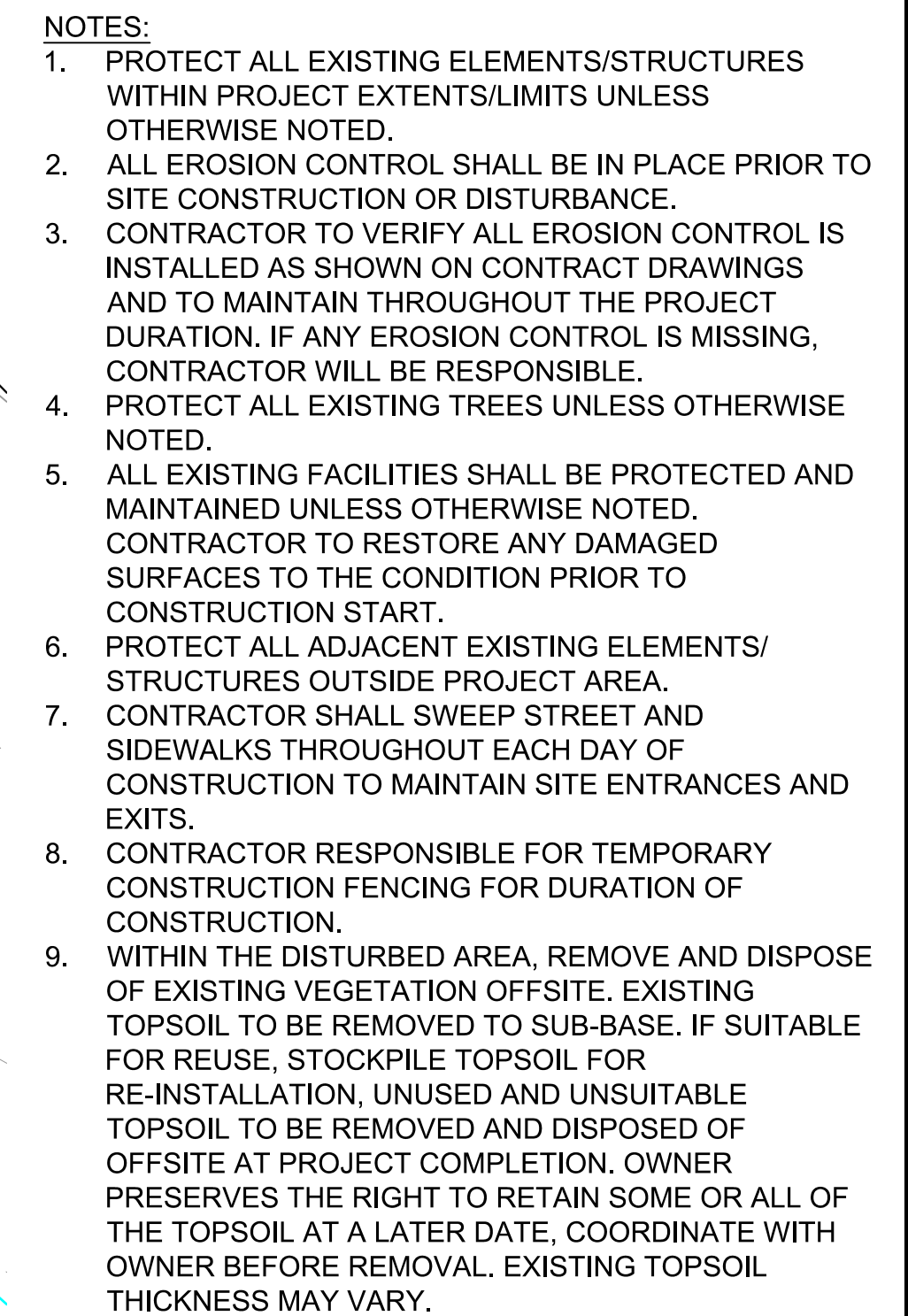
- Dedicated dance floor and event space
- Grading and added seating maintain drainage and functionality
- Accessible route relocated to accommodate dance floor location
- Project prepares site for future stage cover
- Estimated site improvement cost approximately \$285,000 excluding shelter purchase.



	PROJECT LIMIT LINE
	BURIED ELECTRIC
	TREE LINE
	PEDESTAL
	TREE - DECIDUOUS
	TREE - CONIFEROUS
	LIGHT POLE
	FLOOD PLAIN
	OHWL

BM. NO.	NORTHING	EASTING	DESCRIPTION	ELEV.
30	257585.056	479047.750	CP *IP	855.048'
31	257714.869	478868.489	CP *IP	856.630'
32	--	--	BM *NAIL N FACE PP	856.781'
33	257806.150	478981.085	CP *MAG	844.795'

CALL BEFORE DIGGING, 1-800-252-1166
REQUIRED BY LAW

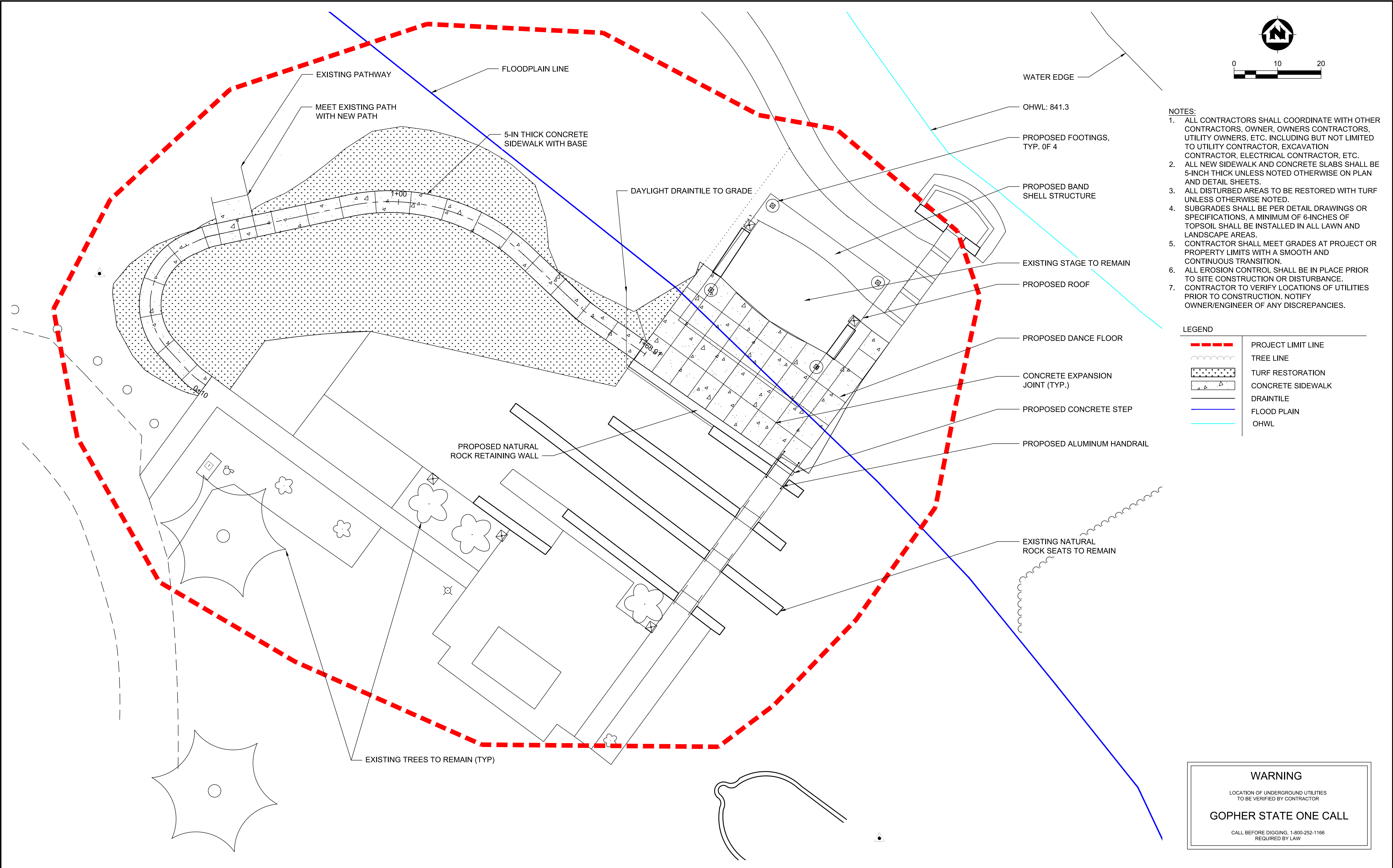


 **MSA**

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60 Plato Blvd East, St. Paul MN 55107-1835
(612) 548-3132 www.msa-ps.com

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EROSION CONTROL AND REMOVALS PLAN	PROJECT NO. 12021007
	SHEET C201



PROJECT DATE: 2026-07-10	DRAWN BY: HSM	NO.	DATE	REVISION	BY
	DESIGNED BY: ERB	.	.		
	CHECKED BY: ERB	.	.		
PLOT DATE: 7/22/2026 11:39 AM, G:\12\120211\12021007\CADD\Construction Documents\12021007 Site Layout Plan.dwg					

I HEREBY CERTIFY THAT THIS PLAN, REPORT, OR SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.	DATE Date	REGNO License No.
	NAME	



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ELSIE STEPHENS AMPHITHEATER IMPROVEMENTS
CITY OF DAYTON
HENNEPIN COUNTY, MINNESOTA

SITE PLAN	PROJECT NO. 12021007
	SHEET C301

ELSIE STEPHENS AMPHITHEATER IMPROVEMENTS					
ENGINEER'S ESTIMATE OF PROBABLE COSTS					
CITY OF DAYON, HENNEPIN COUNTY, MN					
ITEM NO.	ITEM DESCRIPTION	EST. QTY	UNITS	UNIT PRICE	TOTAL PRICE
SITE					
1	MOBILIZATION, BONDS & INSURANCE	1	LS	\$ 20,000.00	\$ 20,000.00
2	EROSION AND SEDIMENTATION CONTROL	1	LS	\$ 4,000.00	\$ 4,000.00
3	TURF AND SITE RESTORATION	510	SY	\$ 10.00	\$ 5,100.00
4	UNCLASSIFIED EXCAVATION	1	LS	\$ 11,500.00	\$ 11,500.00
5	REMOVE ASPHALT PAVEMENT	24	SY	\$ 25.00	\$ 600.00
6	REMOVE CONCRETE PAVEMENT	103	SY	\$ 30.00	\$ 3,090.00
7	EXCAVATION BELOW SUBGRADE WITH BREAKER RUN, GEOGRID	155	CY	\$ 80.00	\$ 12,400.00
8	5-INCH CONCRETE SIDEWALK WITH BASE	1,000	SF	\$ 20.00	\$ 20,000.00
9	CONCRETE STAIRS	45	SF	\$ 175.00	\$ 7,875.00
10	LIMESTONE SEATWALL	40	LF	\$ 350.00	\$ 14,000.00
11	RIPRAP	64	TON	\$ 150.00	\$ 9,600.00
12	GEOTEXTILE FABRIC	62	SY	\$ 45.00	\$ 2,790.00
13	RAILING	15	LF	\$ 200.00	\$ 3,000.00
14	CONCRETE DANCE FLOOR	1,040	SF	\$ 20.00	\$ 20,800.00
AMENITIES					
15	SHELTER INSTALLATION - BY CONTRACTOR	1	LS	\$ 52,300.00	\$ 52,300.00
16	SHELTER FOOTINGS	4	EA	\$ 8,000.00	\$ 32,000.00
STORM UTILITY					
17	PIPE UNDERDRAIN, PERFORATED DRAINTILE WITH SOCK, 4-IN.	60	LF	\$ 25.00	\$ 1,500.00
18	PIPE UNDERDRAIN OUTLET WITH EROSION SCREEN, PVC, 4-IN.	1	EA	\$ 150.00	\$ 150.00
19	PVC CLEANOUT, 4-IN.	1	EA	\$ 150.00	\$ 150.00
ELECTRICAL UTILITY					
20	ELECTRICAL ALLOWANCE	1	LS	\$ 38,000.00	\$ 38,000.00
TOTAL: Items #1-#20					\$ 258,855.00
CONTINGENCY (10%)					\$ 25,885.50
PROJECT TOTAL					\$ 284,740.50
SHELTER - PURCHASED BY OWNER*		1	EA	*	*
(Wood and Steel Beam Amphitheater 36'x34')					

Disclaimers & Assumptions

- 1 This estimate of probable cost is approximate. Actual construction bids may vary significantly from this estimate due to timing of bids, construction schedule restraints, labor rate increases, material increases, or other factors beyond the control of the estimator.
- 2 Shelter price not included in above project total.
- 3 Shelter purchased by owner, installed by contractor.
- 4 Shelter installation cost based on shelter purchase price.

ITEM:

Consideration of Resolution 30-2026; Adjusting Mayor and Council Annual Pay

PREPARED BY:

Zach Doud, City Administrator

POLICY DECISION / ACTION TO BE CONSIDERED:

Approval of Res. 30-2026

BACKGROUND:

The current Ordinance states the City Council shall be compensated at a rate equal to the median amount of other cities with populations of 1,000 people both larger and smaller than the city's population rounded to the nearest thousand. City Council stipend amount shall be recalculated and go into effect the January following a general election. Therefore, with the City's estimate population at 12,000, the City Council compensation shall be set at the median amount of other cities with populations from 11,000 - 13,000 people.

After completing the compensation study staff learned that the median amount for Mayor in Cities with population 11,000-13,000 is \$6,952 and for Council is \$5,304. Currently the compensation for Mayor is \$6,210 and Council is \$4,968.

Organization	Job Title	# of incumbents	Average Annual Wage (\$)	Payment for Special Meetings (\$)	Population
City of Big Lake	Council Member	4	4,800.00	\$40/25	12,773
City of Cambridge	Council Member	4	5,600.00	35	11,039
City of Grand Rapids	Council Member	4	7,920.00		11,205
City of Mendota Heights	Council Member	4	4,200.00		11,923
City of North Branch	Council Member	4	4,000.00		12,159
City of Big Lake	Mayor	1	6,000.00	\$40/25	12,773
City of Cambridge	Mayor	1	7,500.00	35	11,039
City of Grand Rapids	Mayor	1	10,560.00		11,205
City of Mendota Heights	Mayor	1	5,700.00		11,923
City of North Branch	Mayor	1	5,000.00		12,159

Staff did review communities around us to get a better understanding on if the Ordinance was updated to follow the amount of growth experienced by this area of the Twin Cities and the amount of work needed to handle that growth would be. The compensation would be adjusted with this information for the Mayor to \$7,875 and for Council to \$6,188.

Organization	Job Title	# of incumbents	Average Annual Wage (\$)	Payment for Special Meetings (\$)	Population
City of Champlin	Council Member	4	8,295.00		24,773
City of Corcoran	Council Member	4	3,660.00		8,631
City of Ramsey	Council Member	6	6,000.00		29,143
City of Rogers	Council Member	4	6,800.00		16,190
City of Champlin	Mayor	1	10,883.00		24,773
City of Corcoran	Mayor	1	4,620.00		8,631
City of Ramsey	Mayor	1	8,000.00		29,143
City of Rogers	Mayor	1	8,000.00		16,190

The Council does not have the option to pass the resolution without following the Ordinance as written and the median pay would go into effect starting 2027. If there is consensus with the Council to adjust the Ordinance then this resolution should not be passed.

BUDGET IMPACT:

Mayor and Council compensation has been included in the 2027 budget.

RECOMMENDATION:

Staff does not have a recommendation but does encourage conversation about the impact on pay and keeping up with growth as we progress forward as a community.

ATTACHMENT(S):

Ordinance

Resolution 30-2026

ORDINANCE NO. 2014-15

CITY OF DAYTON

**AN ORDINANCE TO AMEND THE DAYTON CITY CODE SECTION 201.09,
SUBDIVISION 1: ANNUAL STIPEND REIMBURSEMENT FOR MAYOR AND
COUNCIL MEMBERS**

THE CITY COUNCIL OF THE CITY OF DAYTON DOES ORDAIN AND AMEND:

Section 201.09, Subdivision 1: Salary / Stipend Established: For attendance at Regular Council meetings and carrying out the general duties of the office, Pursuant to MN Statute 415.11, the salaries of the Mayor and each Councilmember shall be set as follows:

Subd. 1 – The City Council shall be compensated at a rate equal to the median amount of other cities with populations of 1,000 people both larger and smaller than the City of Dayton's population rounded to the nearest thousand. City Council stipend amount shall be recalculated and go into effect the January following a general election. Example, if Dayton is at 5,300 population, then City Council compensation shall be set at the median amount of other cities with populations from 4,000-6,000 people. And;

All salaries shall be payable in two (2) equal semiannual installments in June and December.

SECTION 3. EFFECT. This Ordinance Amendment shall be in full force and effect from January 1, 2015, and after its passage and publication as required by law.

Adopted this 14th day of October, 2014, by the City Council of the City of Dayton

Motion also allows for the publication of ordinance in summary form

Motion was made by Councilmember Salonek, seconded by Councilmember Shermer

Ayes: Mayor McNeil, Councilmember Salonek, Shermer, and Lucero

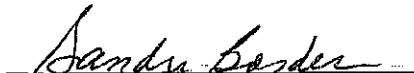
Nays: None

Absent: Councilmember Ziebell



Mayor Tim McNeil

ATTEST:



City Clerk, Sandra Borders

Published in the Champlin Dayton Press on October 22, 2014

RESOLUTION NO: 30-2026

RESOLUTION SETTING MAYOR AND COUNCIL PAY FOR THE 2027-2028 TERM

WHEREAS, Ordinance 2014-14 reads the City Council shall be compensated at a rate equal to the median amount of other Cities with populations of 1,000 people both larger and smaller, and

WHEREAS, the compensation study has been done and shows a reduction however statues 415.11 allows the Council to keep it the same, and

WHEREAS, the current compensation for the Mayor is \$6,210.00 annually and Councilmembers are compensated \$4,968.00 annually, and

WHEREAS, the Council would like to adjust the compensation to Mayor is \$6,952 annually and Councilmembers is \$5,304 for the next term, and

WHEREAS, the Mayor and Council salaries shall be payable in two equal semi-annual installments in June and December

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF DAYTON, MINNESOTA THAT: The Mayor pay will be \$6,952.00 annually and Councilmembers will be paid \$5,304.00 annually.

Adopted this 28th day of July 2026 by the City Council of the City of Dayton.

Motion made by, seconded by .

Mayor- Dennis Fisher

ATTEST:

City Clerk- Amy Benting

ITEM:

Consideration of Labor Negotiations

PREPARED BY:

Zach Doud, City Administrator

POLICY DECISION / ACTION TO BE CONSIDERED:

Consideration of Labor Negotiations

BACKGROUND:

City Council will have active discussion about the request from the Teamsters union.

RELATIONSHIP TO COUNCIL GOALS:

Foster a Safe and Welcoming Community

RECOMMENDATION:

Staff is seeking direction from the Council. That direction will include an approval or denial for the City Administrator to either sign or not sign this agreement.

ATTACHMENT(S):

Joint Stipulation Agreement

City of Dayton and Teamsters Local 320 Joint Stipulation Agreement

Whereas, the City of Dayton, (City), and the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320, (Union), have a labor contract representing Essential Supervisory Employees. This agreement is expiring on December 31st, 2026.

Whereas the City and its labor force have grown exponentially since this bargaining unit was originally formed.

Whereas the City and the Union have a mutual interest in best meeting the needs of City employees.

Whereas the City and Union believe the best way to meet the needs of Union represented employees is to divide the bargaining group.

Now, therefore, the City and Union agree as follows:

The Police Chief, Police Captain and Police Lieutenant shall be a bargaining unit.

The Police Sergeants shall be a bargaining unit.

The Fire Chief and Assistant Fire Chief shall be a bargaining unit.

The Public Works Superintendent and Public Works Director shall be a bargaining unit.

Now, and therefore, the City and Union submit this joint stipulation agreement to the Minnesota Bureau of Mediation Services to recognize the afore mentioned bargaining unit changes.

The parties have entered into this agreement on the dates shown by their signatures.

City of Dayton

Zach Doud, City Administrator

Date

Teamsters Local 320

Amy Perusse, Business Agent

Date

ITEM:

Consideration of Purchase of ROW on PID 32-120-22-23-0003 and 32-120-22-23-0004

PREPARED BY:

Zach Doud, City Administrator

POLICY DECISION / ACTION TO BE CONSIDERED:

Consideration of Purchase of ROW

BACKGROUND:

City Council approved a site plan review on July 22, 2025 via resolution 52-2025. During that conversation and subsequent approval there was discussion and direction to staff for purchasing the ROW that was noted in that staff report. This ROW will create the ability to have a new connection to 113th Ave from the roundabout on Dayton Parkway.

City Staff has been working on acquiring that ROW since that time, and slightly before, and have come to an agreement with the land owner for that ROW acquisition.

More information will be shared during the closed session related to this item.

RELATIONSHIP TO COUNCIL GOALS:

Build and Maintain Quality Infrastructure

RECOMMENDATION:

Staff recommends approval of the ROW purchase.

ATTACHMENT(S):

Purchase Agreement

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (“Agreement”) is made this ____ day of _____, 2026 (the “Effective Date”), and is by and between **THOMAS L. SPANIER AND BARBARA J. SPANIER**, married to each other, 10580 Cain Road, Rogers, Minnesota 55374 (“Seller”), and the **CITY OF DAYTON**, a Minnesota municipal corporation, 12260 South Diamond Lake Road, Dayton, Minnesota 55327 (“Buyer” or “City”).

RECITALS

- A. Seller is the fee owner of certain real property that is located at 17420 – 113th Avenue North, in the City of Dayton, County of Hennepin, State of Minnesota, and is legally described as *Lot 4, Block 2, Dayton Industrial Park, according to the recorded plat thereof, Hennepin County, Minnesota* (PID: 32.120.22.23.0003) (“Parcel 1”).
- B. Seller is also the fee owner of certain real property that is located at 17400 – 113th Avenue North, in the City of Dayton, County of Hennepin, State of Minnesota, and is legally described as *Lot 5, Block 2, Dayton Industrial Park, according to the recorded plat thereof, Hennepin County, Minnesota* (PID: 32.120.22.23.0004) (“Parcel 2”).
- C. Buyer is the fee owner of certain real property that is located adjacent to Parcel 1 and to a portion of Parcel 2, in the City of Dayton, County of Hennepin, State of Minnesota, and that is legally described as follows:

Outlot A, The Cubes at French Lake, Except that part of Outlot A, The Cubes at French Lake, located in the Northeast Quarter of the Northeast Quarter of Section 31, and the Northwest Quarter of the Northwest Quarter of Section 32, all in Township 120, Range 22, Hennepin County, Minnesota, described as follows:

Beginning at the Northeast corner of Lot 1, Block 2 of Dayton Industrial Park and run South 89 degrees 49 minutes 00 seconds West, 362.37 feet on the South line of said Northeast Quarter of the Northeast Quarter; thence leaving said South line, Northeasterly, 149.24 feet on the arc of a curve to the right, having a radius of 525.00 feet and a central angle of 16 degrees 17 minutes 14 seconds; thence North 78 degrees 54 minutes 58 seconds East, 283.14 feet; thence South 28 degrees 40 minutes 36 seconds West 116.55 to the point of beginning, according to the recorded plat thereof, and situate in Hennepin County, Minnesota. (PID: 32.120.22.33.0005) (the “City Parcel”).

- D. Buyer in the process of planning a future road connection from 113th Avenue North to Dayton Parkway North, across the City Parcel, and wishes to acquire a portion of Parcel 1 and Parcel 2 for this purpose.
- E. Seller is willing to sell that portion of Parcel 1 and Parcel 2 to Buyer according to the terms and conditions set forth in the Agreement.

NOW THEREFORE, Seller and Buyer agree as follows:

1. **Offer and Acceptance.** Seller agrees to sell, and Buyer agrees to purchase, a portion of Parcel 1 and a portion of Parcel 2, which portions collectively consist of approximately 1.0 acres located generally on the eastern half of Parcel 2. The portion of Parcel 1 that is to be acquired by the City is depicted as the "Lot 2 Acquisition Area" on the "Inset" depicted on **Exhibit A**. The portion of Parcel 2 that is to be acquired by the City is depicted as the "City Property - Outlot D" on **Exhibit A**. The Lot 2 Acquisition Area and the City Property - Outlot D are, collectively, the "Property".

2. **Purchase Price and Manner of Payment.** Subject to the prorations and credits provided in this Agreement, the total price for the Property included in this sale is two-hundred fifty thousand and 00/100 Dollars (\$250,000.00) ("Purchase Price"), which shall be in U.S. Dollars, and in the form of wire transfer, certified check, or other immediately available funds delivered on the Date of Closing (defined below). The Purchase Price shall be payable as follows:

A. Within five (5) business days of the Effective Date of this Agreement, Buyer shall deposit five thousand and 00/100 Dollars (\$5,000.00) (the "Earnest Money") with Land Title (the "Title Company"), which the Title Company is instructed to hold and disburse in accordance with the terms of this Agreement. Upon Seller's full performance of this Agreement, the Earnest Money shall be delivered to Seller and applied toward the payment of the Purchase Price at the Closing.

B. The balance of the Purchase Price shall be payable on the Date of Closing.

3. **Platting.** Prior to the Date of Closing, Buyer will complete all steps necessary to creating the plat of the *Spanier Addition*, which is depicted on **Exhibit B** (the "Plat"). The Plat shall consist of two lots and four outlots, created from the current Parcel 1, Parcel 2, and the City Parcel. Seller shall retain the two created lots; and Buyer shall retain the created Outlots A, B, and C, and shall acquire created Outlot D. The parties' obligations regarding the Plat include the following:

A. The parties shall work together in good faith to agree to the dimensions and legal descriptions of the Property and the other parcels included in the Plat. Buyer shall use commercially reasonable efforts to finalize the Plat in a manner reasonably acceptable to Buyer and Seller, provided that the Plat shall create the Property and the City Parcel as Outlots A, B, C, and D. Seller shall reasonably cooperate, at no out-of-pocket cost to Seller, to assist Buyer in creating the Plat and in granting any easements or other entitlements and encumbrances as may be reasonably required by the applicable governmental authorities. Buyer shall be responsible for the cost of a survey and of creating and obtaining approvals for the Plat.

B. The obligations of both parties under this Agreement are expressly contingent upon Buyer obtaining all necessary approvals for the Plat, in a form reasonably acceptable to both parties, and recording the Plat at Closing. The contingency set forth in this Section 3.B. is for the mutual benefit of both parties, and either party shall have the right to terminate this Agreement pursuant to this contingency by giving written notice to the other on or before the Closing Date. Failure to terminate this Agreement pursuant to this Paragraph shall be deemed to be waiver thereof. If this Agreement is terminated pursuant to this Paragraph, then Buyer shall be entitled to

a refund of the Earnest Money.

4. **Deed/Marketable Title.** Upon performance by Buyer, Seller shall execute and deliver a Warranty Deed (the "Deed") conveying marketable title of record for the Property, subject to:

- A. Reservations of minerals or mineral rights by the State of Minnesota, if any;
- B. Building and zoning laws, ordinances, state and federal regulations;
- C. Any easements of record; and
- D. Any other matters not timely objected to by Buyer.

5. **Real Estate Taxes and Special Assessments.** As applied to Parcel 1, which includes the Property, real estate taxes and special assessment shall be paid as follows:

A. *Prior Years' Deferred or Delinquent Real Estate Taxes.* Any deferred or delinquent real estate taxes payable in years prior to the year of Closing, including any Green Acres deferment, together with penalty, interest and costs, shall be paid by Seller not later than the Date of Closing.

B. *Deferred or Delinquent Special Assessments.* Any deferred or delinquent installments of special assessments certified for collection with real estate taxes payable in years prior to the year of Closing, together with penalty, interest and costs, shall be paid by Seller not later than the Date of Closing.

C. *Real Estate Taxes and Special Assessments Payable in the Year of Closing.* Real estate taxes payable in the year of Closing shall be prorated between Seller and Buyer on a calendar year basis to the Date of Closing, on a square foot basis. On or before the Date of Closing, Seller shall pay in full all levied, pending, and certified special assessments associated with the Property as of the date of this Agreement. Seller shall pay penalty, interest, and costs on any delinquent installment of taxes and special assessments payable in the year of Closing.

D. *Real Estate Taxes or Personal Property Taxes in Lieu of Real Estate Taxes Payable After Closing.* If Hennepin County imposes real estate taxes or personal property taxes in lieu of real estate taxes as a result of the permitted use of the Property under the terms of the Encroachment Agreement defined in Section 17 of this Agreement, Seller shall pay all such taxes that may be payable after Closing and after the termination of the Encroachment Agreement. This provision shall survive Closing of the transaction contemplated by this Agreement.

6. **Seller's Boundary Line, Restrictions, and Lien Warranties.** Seller warrants that any buildings on adjoining real property will be entirely outside of the boundary lines of the Property. Seller warrants that there has been no labor or material furnished to the Property for which payment has not been made. Seller warrants that there are no present violations of any restrictions relating to the use or improvement of the Property. These warranties shall survive the delivery of the Deed.

7. **Possession.** Seller shall deliver exclusive physical possession of the Property to

Buyer not later than the actual Date of Closing, except as is provided in the Encroachment Agreement, as such is defined in Section 17. of this Agreement.

8. **Title Insurance Commitment.** Within thirty (30) days of the date of this Agreement, Buyer shall be responsible for obtaining title evidence and reviewing title to the Property. Buyer shall be allowed thirty (30) business days after the receipt of the title commitment for examination of title and making any objections, which shall be made in writing or deemed waived.

9. **Title Corrections and Remedies.** Seller shall have 120 days from receipt of Buyer's written title objections to make title marketable. Upon receipt of Buyer's title objections, Seller shall, within ten (10) business days, notify Buyer of Seller's intention to make title marketable within the 120-day period. Liens or encumbrances for liquidated amounts which can be released by payment or escrow from proceeds of Closing shall not delay the Closing. Cure of the defects by Seller shall be reasonable, diligent, and prompt. Pending correction of title, all payments required by this Agreement and the Closing shall be postponed. Upon correction of title and within ten (10) days after written notice to Buyer, the parties shall perform this Agreement according to its terms. If no such notice is given or if notice is given but title is not corrected within the time provided for, Buyer (at Buyer's option) shall have the right to: (a) terminate this Agreement; or (b) cause the exception(s) to be removed and credit Buyer's cost to remove the exception(s) against the Purchase Price.

10. **Well Disclosure.** *[Check one of the following:]*

☒ Seller certifies that Seller does not know of any wells on the Property.
☐ Wells on the Property are disclosed by Seller on the attached Well Disclosure form.

11. **Disclosure of Individual On-Site Sewage Treatment System.** *[Check one of the following:]*

☒ Seller certifies that Seller does not know of any individual on-site sewage treatment systems on the Property.
☐ Individual on-site sewage treatment systems on the Property are disclosed by Seller on the attached Disclosure form.

12. **Methamphetamine Disclosure Statement.** To the best of Seller's knowledge, methamphetamine production has not occurred on the Property. No county or local health department or sheriff has ordered that the Property, or some portion of the Property, is prohibited from being occupied or used until it has been assessed and remediated as provided in the Department of Health's Clandestine Drug Labs General Clean-up Guidelines.

13. **Seller's Representations, Warranties, and Covenants.**

A. *Representations, Warranties, and Covenants.* Seller represents, warrants, and covenants with Buyer and its successors and assigns as follows:

(1) Seller warrants and represents to Buyer that, to Seller's knowledge, no entity or person has, at any time:

- (a) “released” or actively or passively consented to the “release” or “threatened release” of any “hazardous substance” from any “facility” or “vessel” located on or used in connection with the Property or adjacent tracts in violation of applicable laws; or
 - (b) taken any action in “response” to a “release” in connection with the Property or adjacent tracts; or
 - (c) otherwise engaged in any activity or omitted to take any action which could subject Seller or Buyer to claims for intentional or negligent torts, strict or absolute liability, either pursuant to statute or common law, in connection with hazardous substances located in or on the Property or adjacent tracts, including the generating, transporting, treating, storage, or manufacture of any “hazardous substance” in violation of applicable law. The terms set within quotation marks in this Subsection 13.A(1) shall have the meaning given to them in the Comprehensive Environmental Response and Liability Act, 42 U.S.C. Sec. 9601, *et seq.*, as amended (“CERCLA”), and any state environmental laws.
- (2) Seller has the present full authority and power to execute this Agreement and, on or prior to the Date of Closing, Seller shall have the full authority and power to close the sale of the Property.
- (3) As of the Date of Closing there will be no outstanding or unpaid claims, actions, or causes of action related to any transaction or obligation entered into or incurred by Seller with respect to the Property prior to the date of this Agreement.
- (4) Seller is not a foreign person as defined in §1445(f)(3) of the Internal Revenue Code or regulations issued thereunder.
- (5) To Seller’s actual knowledge, there is no action, litigation, investigation, condemnation, or other proceedings of any kind pending or threatened against Seller with respect to the Property.

B. Protected Historical Sites. Seller shall provide Buyer with any documentation regarding the existence of any historical, native American, or archeological materials on or in the Property that might be protected by law. If Seller is not aware of any such materials on or in the Property then the following Seller’s representation, warranty, and covenant shall apply, and shall survive the Closing: Seller represents that Seller do not know if there are historical, native American, or archeological materials on or in the Property that might be protected by law.

C. Buyer’s Remedies. All of Seller’s representations, warranties, and covenants in this Agreement shall be true as of the date of this Agreement and of the Date of Closing, and shall be a condition precedent to the performance of Buyer’s obligations under this Agreement. If Buyer discovers that any such representation, warranty, or covenant is not true, Buyer may elect prior to Closing, in addition to any of Buyer’s other rights and remedies, to cancel this Agreement, or Buyer may postpone the Date of Closing up to ninety (90) days to allow time for correction by Seller. If Buyer elects to proceed with the Closing following such discovery, Buyer shall be deemed to have waived its rights to assert a claim against Seller arising from the inaccuracy or untruthfulness of any such representation, warranty, or covenant.

14. **Access Prior to Closing; Due Diligence; Indemnification.** Upon reasonable notice to Seller, Buyer, and Buyer's authorized agents shall have the right during the period from the date of this Agreement to the Date of Closing to enter in and upon the Property in order to make, at Buyer's expense, surveys, measurements, soil tests, and other tests that Buyer shall deem necessary, including but not limited to Phase I and/or Phase II environmental testing, and including such work as may be necessary to determine the need for wetland delineation (collectively, the "Due Diligence"). Buyer must restore any damage to the Property that may result from such activities. Buyer shall indemnify and hold harmless Seller from and against any costs and expenses (including reasonable attorney's fees), liens, claims, liabilities or damages to persons or property, arising from Buyer's entry onto and activities upon the Property conducted under this Section 14. Buyer's indemnification obligations provided for in the previous sentence shall not apply to costs and expenses (including reasonable attorney's fees), liens, claims, liabilities or damages to persons or property, arising from Seller's negligent acts and/ or omissions. Notwithstanding anything in this Section 14 to the contrary, Buyer's indemnification obligations in this Section 14 shall survive any termination of this Agreement.

15. **Termination by Buyer.**

A. If Buyer is not satisfied with any of its investigations, in its sole discretion, or any of the contingencies set forth in Section 17 of this Agreement have not been satisfied, then this Agreement may be terminated, at Buyer's option, by written notice ("Termination Notice") from Buyer to Seller.

B. Upon termination by Buyer as described in this Section 15, the Earnest Money shall be refunded to Buyer and upon such return, this Agreement shall become null and void and neither party will have any further rights or obligations regarding this Agreement or the Property, except for Buyer's indemnification obligations to Seller set forth in this Agreement. Buyer shall have the right to unilaterally waive any contingency by written notice to Seller.

C. If Buyer does not terminate this Agreement prior to the Date of Closing, Buyer shall be deemed to have waived all contingencies and conditions described in this Agreement, and Buyer shall proceed with closing upon the purchase of the Property, and the Earnest Money shall be deemed non-refundable and Seller's property, but applicable to the Purchase Price at the Closing.

16. **Buyer's Contingencies.** Buyer's obligations under this Agreement, including Buyer's obligation to Close, are expressly contingent upon each of the following (collectively, the "Buyer's Contingencies"):

A. *Platting.* Buyer shall have completed all necessary steps to finalize the Plat;

B. *Due Diligence.* Buyer shall have completed the Due Diligence activities set forth in Section 14 of this Agreement;

C. *Environmental Testing.* Buyer shall have determined on or before the Date of Closing that it is satisfied, in its sole discretion, with the results of any environmental, soil investigations, soil borings, and all other tests of the Property conducted by Buyer, the costs of which shall be the responsibility of Buyer;

D. *Title.* Buyer shall have determined on or before the Date of Closing, that it is satisfied, in its sole discretion, with the title to the Property;

E. *Records and Related Information.* Buyer determining on or before the Closing Date, that it is satisfied, in its sole discretion, with its examination and analysis of all documents relating to the Property, including, without limitation, the documents identified as (1) – (6) below (collectively, the “Documents”). Within twenty (20) days of the Effective Date Agreement, Seller shall deliver to Buyer all Documents for Buyer’s review.

- (1) To the extent they exist and are in Seller’s possession, copies of all architectural, engineering and construction plans, blueprints, specifications and the like for any buildings and of all site plans, topographical drawings, utility plans, surveys, and the like related to the Property.
- (2) Copies of any warranties in connection with the Property which shall be assigned to Buyer at Closing to the extent assignable.
- (3) Copies of the most recent property tax statements and information concerning property taxes and property tax appeals, if any.
- (4) Copy of any existing surveys of the Property.
- (5) Copies of existing environmental reports and copies of all reports, assessments and information filed by Seller or Seller’s predecessor in interest with the MPCA or any other regulatory body.
- (6) Copy of all soil tests taken on the Property which are available to Seller.

Buyer agrees to return all of said copies, records and information to Seller in the event that the Closing contemplated by this Agreement does not occur or if this Agreement is terminated for any reason;

F. *Seller Representations.* All of the representations, warranties, and covenants made by Seller are true and correct as of the Date of Closing;

G. *Suitability.* Buyer shall have determined, in its sole discretion, that the Property is suitable for the roadway to be constructed on the Property by Buyer; and

H. *Deed and Outlot Deeds.* Seller shall have delivered the executed Deed, along with executed Quit Claim Deeds as may be needed to vest exclusive ownership in the City of the Outlots established by the Plat (the “Outlot Deeds”).

If Buyer’s Contingencies have not been satisfied on or before the Date of Closing, then Buyer may, at Buyer’s option, terminate this Agreement as set forth in Section 15 of this Agreement. The contingencies set forth in this Section 16 are for the sole and exclusive benefit of Buyer, and Buyer shall have the right to waive the contingencies by giving notice to the Seller.

17. **Seller's Contingency.** Seller's obligations under this Agreement, including Seller's obligation to Close, are expressly contingent upon, on or before the Date of Closing, Seller and Buyer shall have entered into an Encroachment Agreement in substantially the form of **Exhibit C** to allow Seller to use the Property as set forth in such Encroachment Agreement, which Encroachment Agreement shall run with the land and shall be filed of record against the title of the Property in the Office of the Hennepin County Recorder.

18. **Closing and Closing Escrow.** The closing (the "Closing") shall be at a location designated by Buyer, or, if agreed upon by the parties, the Closing shall take place via an escrow closing by delivery of the documents and funds to the office of the Title Company. The Closing shall take place on or before June 1, 2026, or at such other time as agreed upon by the parties (the "Date of Closing"). The transaction contemplated by this Agreement shall be consummated by means of Title Company's customary deed and money escrow (the "Closing Escrow") to be opened with the Title Company as escrowee on or prior to the Date of Closing, in the normal form of agreement provided by the Title Company (the "Closing Escrow Agreement"), with such special provisions inserted in the Closing Escrow Agreement as may be required to conform with this Agreement or by closing escrow letters from counsel of each party with directions to Title Company regarding such parties' requirements for Closing. In the event of any conflict between the Closing Escrow Agreement and this Agreement, the terms of this Agreement shall prevail. Unless otherwise agreed by the parties in writing, in the event that any of the contingencies provided for in this Agreement are not satisfied prior to the Date of Closing, this Agreement shall be null and void and of no further force and effect. At or prior to Closing, Seller and Buyer shall disclose their Social Security Numbers or Federal Tax Identification Numbers for the purposes of completing state and federal tax forms.

19. **Seller's Closing Documents.** Prior to the Closing, Seller shall prepare, execute, and deliver to the Title Company the following (collectively, the "Seller's Closing Documents"):

A. *Warranty Deed.* A Warranty Deed in recordable form and reasonably satisfactory to Buyer, which shall include the following well representation: "Seller certifies that the Seller does not know of any wells on the described Property."

B. *Outlot Deeds.* Executed Quit Claim Deeds in recordable form and reasonably satisfactory to Buyer, as may be needed to vest exclusive ownership in the City of the Outlots established by the Plat.

C. *Seller's Affidavit.* A standard form affidavit by Seller indicating that on the Date of Closing there are no outstanding, unsatisfied judgments, tax liens, or bankruptcies against or involving Seller or the Property; that there has been no skill, labor, or material furnished to the Property for which payment has not been made or for which mechanic's liens could be filed; and that there are no other unrecorded interests in the Property.

D. *Non-Foreign Person Certification.* A certification in form and content satisfactory to the parties hereto and their counsel, properly executed by Seller, containing such information as shall be required by the Internal Revenue Code, and the regulations issued thereunder, in order to establish that Sellers are not a "foreign person" as defined in §1445(f)(3) of such Code and such regulations.

E. *Storage Tanks*. If required, an affidavit with respect to storage tanks pursuant to Minnesota Statutes § 116.48.

F. *Well Certificate*. If there is a well located on the Property, a well disclosure certificate in form and substance true to form for recording.

G. *Certification*. A certification that the representations and/or warranties and/or covenants made by Seller are materially the same as were in existence on the date of this Agreement or noting any changes to such representations and/or warranties and/or covenants;

H. *Closing Statement*. A closing statement issued by the Title Company describing all prorations and other applicable credits as of the Date of Closing (the "Closing Statement"), executed by Seller; and

I. *Encroachment Agreement*. The executed Encroachment Agreement in recordable form.

J. *Other Documents*. All other documents reasonably determined by either party or the Title Company to be necessary to transfer and provide title insurance for the Property.

20. **Buyer's Closing Documents**. At the Closing, Buyer shall execute and/or deliver to Seller the following:

A. All documents reasonably determined by either party or the Title Company to be necessary to provide title insurance for the Property;

B. Payment for the Purchase Price, less the Earnest Money;

C. Executed Quit Claim Deeds in recordable form and reasonably satisfactory to Seller, as may be needed to vest exclusive ownership in the Seller of *Lot 1, Block One, and Lot 2, Block One*, as are established by the Plat; and

D. A countersigned copy of the Closing Statement executed by Buyer.

21. **Closing Costs**. The costs relating to the Closing of this transaction shall be paid as follows:

A. Buyer shall pay:

- (1) Recording fee for the Warranty Deed;
- (2) One-half of the Closing fees charged by the Title Company;
- (3) Pro-rated taxes;
- (4) All costs of obtaining a title insurance commitment; and
- (5) All costs of the premium for owner's title insurance.

B. Seller shall pay:

- (6) State deed tax;
- (7) Pro-rated taxes, plus any deferred or delinquent taxes and/or special assessments as set forth in Section 5 of this Agreement;
- (8) One-half of the Closing fees charged by the Title Company;
- (9) All costs related to preparation of the Seller's Closing Documents; and
- (10) Conservation fee attributable to the Warranty Deed.

22. **Notices.** All notices required in this Agreement shall be in writing and delivered personally or mailed to the address as shown in the heading of this Agreement, and, if mailed, are effective as of the date of mailing.

23. **Tax Deferred Exchange.** That it is agreed that Seller intends to pursue a 1031 exchange as Seller. Buyer shall reasonably cooperate with the exchange but shall not incur any cost or liability and Seller shall hold Buyer harmless from any expense or cost that it might incur or arise from the 1031 transaction either before, during or following the transaction. Seller shall make the election before Closing. Seller shall be responsible for all costs and expenses related to the Section 1031 exchange and shall fully indemnify, defend, and hold Buyer harmless from and against any and all liability, claims, damages, expenses (including reasonable attorneys' fees), proceedings and causes of action of any kind or nature whatsoever arising out of, connected with, or in any manner related to such Section 1031 exchange that would not have incurred by Buyer if the transaction were not a Section 1031 exchange. This clause shall survive closing.

24. **Special Assessments.** Buyer's right to assess the remaining parcel (Lot 5) shall be limited to city improvements and shall not include the cost of the property purchased by Buyer.

25. **Governing Law; Venue.** This Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of Minnesota. All litigation regarding, arising from, or related to this Agreement will be venued in the State District Court located in Hennepin County, Minnesota.

26. **Time of Essence.** Time is of the essence for all provisions of this Agreement.

27. **Broker's Commission.** Each party represents to the other that it has not engaged any party as a broker in connection with the transaction contemplated by this Agreement. In no event shall either party have any liability whatsoever to the other party for any broker's, finder's, or similar fee with respect to the transaction contemplated by this Agreement to the extent such fee is attributable to any action undertaken by or on behalf of the other party.

28. **Severability.** If any provision of this Agreement is invalid or unenforceable, such provision shall be deemed to be modified to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be so modified, it shall be stricken and all

other provisions of this Agreement in all other respects shall remain valid and enforceable.

29. **Entire Agreement; Modification.** This Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in a writing executed by the parties.

30. **No Assignment.** Buyer may not assign its interest in this Agreement without prior written consent of Seller. If Seller consents, such consent shall not be construed as a consent to any other transfer or assignment of Buyer's rights or obligations under this Agreement. Any transfer or assignment in violation of this Section 28 will not be valid or enforceable.

31. **Counterparts.** This Agreement may be executed in one or more counterparts each of which when so executed and delivered shall be an original, but together shall constitute one and the same instrument.

32. **Incorporation of Recitals and Exhibits.** The Recitals that are at the beginning of this Agreement, and the that are Exhibits attached to this Agreement, are each true and correct, and are incorporated into and made part of this Agreement by reference.

IN WITNESS WHEREOF, Buyer and Seller have caused this Agreement to be duly executed to be effective as of the Effective Date first written above.

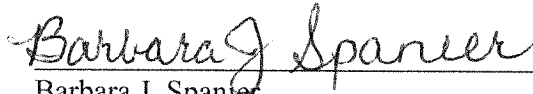
[signature pages follow]

SELLER SIGNATURE PAGE
for
REAL ESTATE PURCHASE AGREEMENT

SELLER:
THOMAS L. SPANIER and
BARBARA J. SPANIER



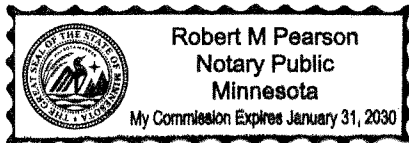
Thomas L. Spanier

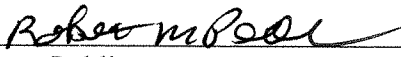


Barbara J. Spanier

STATE OF MINNESOTA)
) ss.
COUNTY OF Hennepin

The foregoing instrument was acknowledged before me this 13th day of July, 2026,
by Thomas L. Spanier and Barbara J. Spanier.





Notary Public

BUYER SIGNATURE PAGE
for
REAL ESTATE PURCHASE AGREEMENT

BUYER:
CITY OF DAYTON

By _____
Dennis Fisher
Mayor

and

By _____
Amy Benting
Assistant City Administrator/City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Dennis Fisher and Amy Benting, respectively, the Mayor and Assistant City Administrator/City Clerk for the City of Dayton, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

Notary Public

EXHIBIT A
to
REAL ESTATE PURCHASE AGREEMENT

Depiction of the Property Acquired

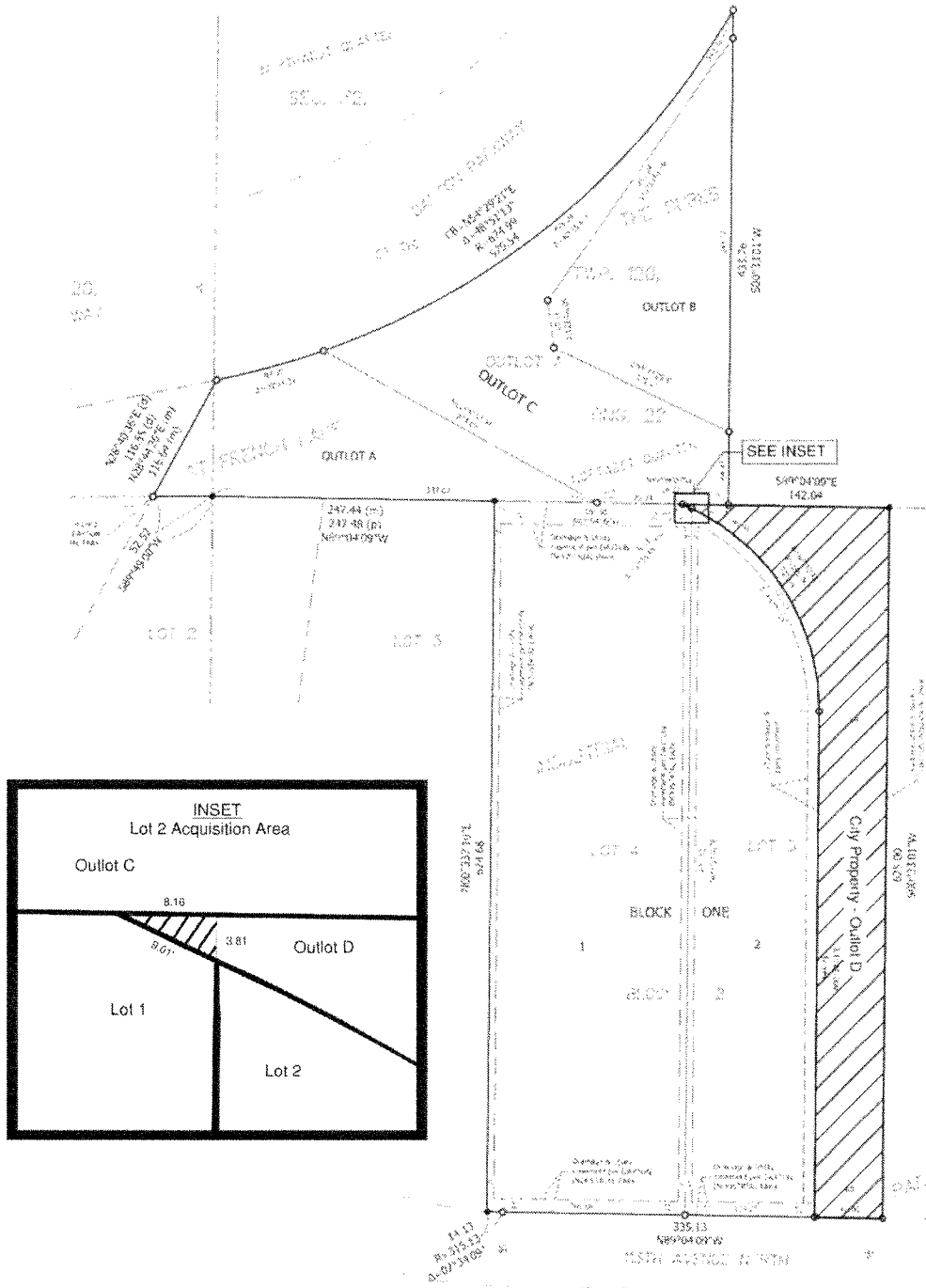


EXHIBIT B
to
REAL ESTATE PURCHASE AGREEMENT

Depiction of the Plat of Spanier Addition

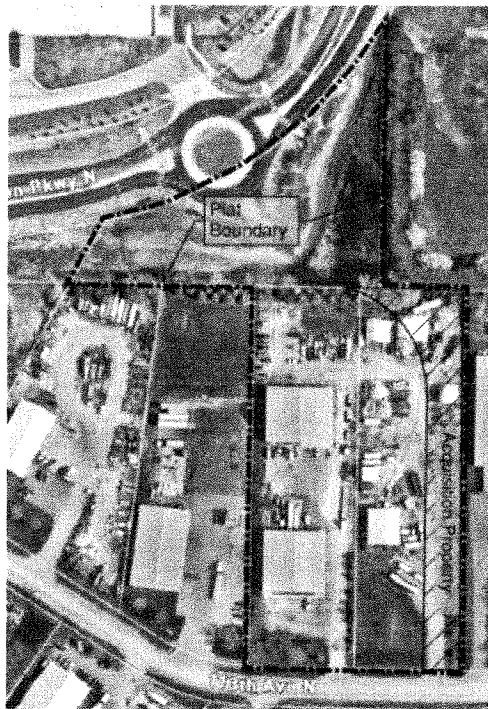
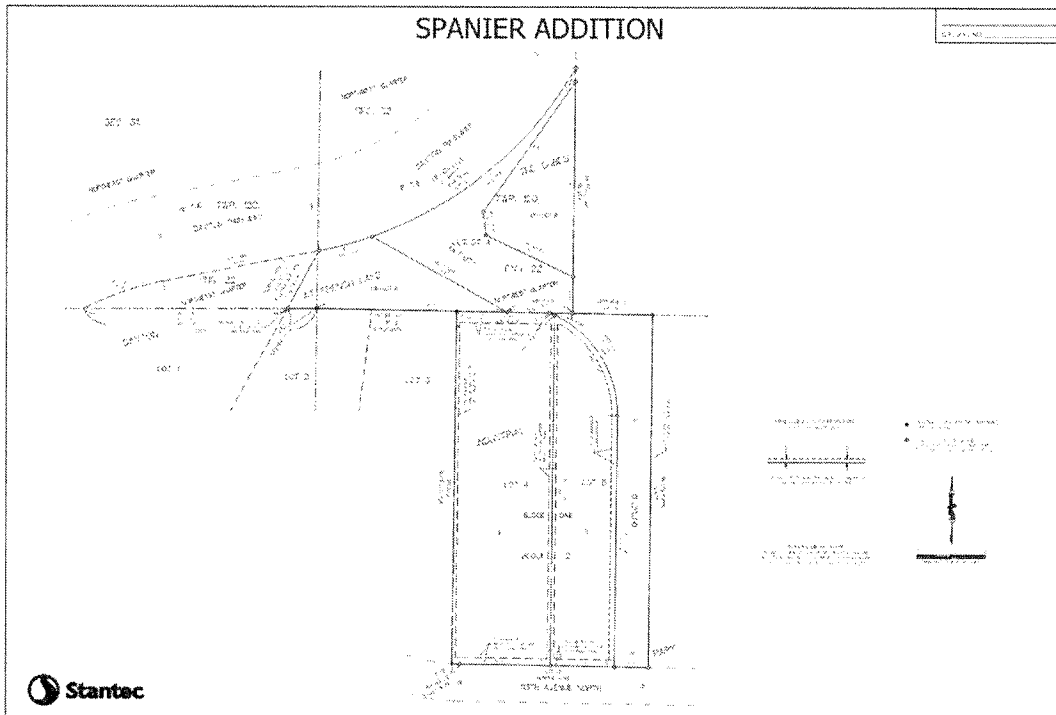


EXHIBIT C
to
REAL ESTATE PURCHASE AGREEMENT

Form of Encroachment Agreement

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT (“Agreement”) is made this _____ day of _____, 2026 (the “Effective Date”), and is by and between the **CITY OF DAYTON**, a Minnesota municipal corporation, 12260 South Diamond Lake Road, Dayton, Minnesota 55327 (“City”), and **THOMAS L. SPANIER AND BARBARA J. SPANIER**, married to each other, 10580 Cain Road, Rogers, Minnesota 55374 (“Spanier”).

RECITALS

- A. The City is the fee owner of the real property that is located in the City of Dayton, County of Hennepin, State of Minnesota, that is legally described as *Outlot D, Spanier Addition, according to the recorded plat thereof, Hennepin County, Minnesota*, and is depicted on **Exhibit A** (“City Property”).
- B. The City plans for a future road project in, on, over, across, and through the City Property, but does not have immediate plans for this use.
- C. During any period in which the City does not use the City Property for this public purpose, the City is willing to allow Spanier to use the City Property for the purpose described in this Agreement, subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the promises and the mutual obligations of the City and Spanier set forth in this Agreement, and for good and valuable consideration, the sufficiency and receipt of which is duly acknowledged, the City and Spanier agree as follows:

1. **Encroachment Authorization; Special Conditions.** The City approves Spanier’s use of the City Property, and permits such use to remain on the City Property, subject to the terms of this Agreement, including but not limited to, the following special conditions:

- A. Spanier shall use the City Property for the sole purpose of vehicle and equipment storage, maintenance of existing structures, (the “Encroachment”);
- B. No other use of the City Property is allowed;
- C. Spanier shall, under no circumstances, erect, build, construct, or install any additional permanent structures in the City Property, including but not limited to retaining walls; signs; fences; accessory structures; light fixtures; underground wire, fiber, or pipes; impervious surface; or any other object, except as expressly permitted in this Agreement or as expressly granted by the City in writing;
- D. Spanier shall not excavate, dig, grade, or engage in any earth-moving activity without

the express written consent of the City;

- E. Spanier shall commit no waste on the City Property, and shall not engage in any activity that will cause contamination or other environmental impacts on the City Property;
- F. At all times and in all seasons, Spanier shall maintain any vegetation planted in the City Property; shall trim any such vegetation so as to prevent any sight line obstructions; and shall promptly replace any vegetation that dies;
- G. Spanier is solely responsible for the Encroachment, and is solely responsible for all work, cost, and expense for any maintenance and removal of the Encroachment; and
- H. Spanier shall comply with any directive or order given by City staff in accordance with the terms of this Agreement following inspection of the Encroachment.

Spanier shall require any other user, visitor, invitee, tenant, person, or entity on the City Property to comply with all conditions of this Agreement, including, but not limited to, the special conditions enumerated in this Section 1. Spanier shall be responsible for any violation committed by any user, visitor, invitee, tenant, person, or entity on the City Property as though committed by Spanier directly.

2. **Admission of No Right.** Spanier does not now claim any superior rights to any part of the City Property by reason of past ownership, or past, present, or future occupancy there, nor will Spanier make any such claim in the future.

3. **Superior Rights; Risk and Removal by Spanier.** Spanier acknowledges that City's rights to the City Property are superior to those rights conveyed by this Agreement. Spanier further acknowledges that Spanier's placement of the Encroachment over and across the City Property is allowed at Spanier's sole risk and expense. This risk includes the possibility that City may require or direct, at any time of the City's choosing, that the Encroachment, or some portion of the Encroachment, be disturbed, altered, or removed if the City deems, in its sole discretion, the any such disturbance, alteration, or removal is necessary to facilitate City access to the City Property. Any such disturbance, alteration, or removal shall be completed at Spanier's sole cost and expense.

4. **City Right of Entry, Work Within City Property.** At all times, regardless of the hour of day or day of the week, the City shall have the right to enter onto the City Property to perform testing, surveying, maintenance, repairs, replacement, or any other work related to the City Property, as deemed necessary by the City, in the City's sole discretion. When practicable, the City will notify Spanier a minimum of two (2) business days prior to any planned or scheduled work for which the City proposes to enter onto the City Property.

5. **Inspections by the City.** The City shall inspect the Encroachment for compliance with this Agreement, and other compliance with the City Code.

6. **Real Estate Taxes or Personal Property Taxes on Lieu of Real Estate Taxes.** Spanier shall pay all real estate taxes or personal property taxes in lieu of real estate taxes if Hennepin County imposes such taxes as a result of the Encroachment, including such taxes that

may be payable after termination of this Agreement. The City shall notify Spanier of the estimated annual tax amount upon receipt of notice from Hennepin County. Spanier shall remit one half of the annual tax amount to the City on or before May 1 each year, and the remaining half of the annual tax amount on or before October 1 each year. If Spanier fails to timely remit payment of taxes and a penalty is imposed for late payment, Spanier shall be responsible for payment of such penalty.

7. **Insurance.** Spanier is required to maintain a general liability insurance policy which provides coverage for damage to others or injury to persons or their property on the City Property, with such insurance to be in amounts approved by the City. Such insurance shall name the City as an additional insured, shall be on a per occurrence basis and shall include contractual liability coverage with respect to the indemnity obligation in Section 8 of this Agreement. Such policy shall contain a clause which provides the insurer will not change, non-renew, or materially change the policy without first providing the City thirty (30) days prior written notice. Spanier shall provide the City with a Certificate of Insurance for such coverage in amounts approved by the City within ten (10) business days of the Effective Date of this Agreement.

8. **Hold Harmless and Indemnity.** In consideration of being allowed to encroach on the City Property, Spanier, for itself, its heirs, successors and assigns, agrees to indemnify and hold the City, its officials, employees, contractors, agents, and volunteers, harmless from any and all claims, damages, losses, costs, and/or expenses, arising from, based on, related to, or caused by, in whole or in part, the Encroachment, except to the extent caused by the intentional or negligent acts of the City, its officials, employees, contractors, agents, and volunteers, subject to the City's immunities and limitations on liability pursuant to Minnesota Statutes, Chapter 466, or other applicable law.

9. **Waiver of Claims.** Spanier knowingly and voluntarily waives and releases any and all claims against the City arising from, based on, or related to Spanier being permitted to maintain the Encroachment on the City Property.

10. **Termination of Agreement.** The City may, at its sole discretion, terminate this Agreement at any time by giving Spanier, or any successor in interest, sixty (60) days advance written notice of termination if Spanier fails to comply with the terms of this Agreement or it is reasonably necessary for the City to occupy the City Property for right-of-way purposes. In the event of an emergency condition, as determined solely by the City, the City may terminate the Agreement without notice and with immediate effect. Upon the effective date of termination of this Agreement, Spanier shall remove the Encroachment as directed by the City. This may include, in the City's sole discretion and direction, removal of all structures; impervious surfaces; stored materials; vehicles; fencing; retaining walls; light fixtures; underground wire, fiber, or pipes; or any other improvements or encroachments on the City Property. If Spanier fails to do so, the City may remove the Encroachment, or any part of it, and charge the cost of removal back to Spanier for reimbursement.

11. **Recording.** This Agreement shall run with the land and shall be filed of record against the title of the City Property in the Office of the Hennepin County Recorder.

12. **Attorneys' Fees and Costs.** Should either party commence an action against the other to enforce any obligation contained within this Agreement, the prevailing party shall be

entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party, whether or not such action is pursued to judgment.

13. **Miscellaneous.** This Agreement shall be governed by the laws of the State of Minnesota and may only be amended in writing. This Agreement may be executed in several counterparts, each of which when executed is considered an original, but all of which together shall constitute one instrument.

14. **Incorporation of Recitals and Exhibit.** The Recitals at the beginning of this Agreement and the Exhibit attached to this Agreement are true and correct, and are incorporated into and made part of this Agreement by reference.

IN WITNESS WHEREOF, the City and Spanier have executed this Agreement to be effective as of the Effective Date first written above.

[Signature pages follow]

**SPANIER SIGNATURE PAGE
for
ENCROACHMENT AGREEMENT**

**SELLER:
THOMAS L. SPANIER and
BARBARA J. SPANIER**

[exhibit copy]
Thomas L. Spanier

[exhibit copy]
Barbara J. Spanier

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026,
by Thomas L. Spanier and Barbara J. Spanier.

Notary Public

BUYER:
CITY OF DAYTON

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Depiction of the City Property

