# City of Dayton Economic Development Authority (EDA) October 21, 2025 7:30 a.m.

#### 7:30 1. Call to Order

The EDA consists of seven members, including two City Councilmembers and five members of the Dayton business community or residents of the City of Dayton with business and/or economic development expertise, each with an interest in promoting the economic growth and development of the City of Dayton. The EDA shall have all the powers, duties, and responsibilities set forth in Minnesota Statutes §469.090 to §469.1081.

- 7:30 2. Approval of the Agenda
- 7:30 3. Consent Agenda
  - A. Approval of Minutes, September 9, 2025
  - B. EDA Treasurer's Report
  - C. Summary of Non-Residential inquiries
  - D. Renewing contract with IAG as commercial broker for EDA
  - E. 2025 Elevate Hennepin Client Feedback Report
- 7:30 **4.** Open Forum

Time is limited to 3 minutes. No EDA Action will be taken. However, direction can be given to staff for future meetings.

- 7:30 5. Old Business
  - A. Damaged/Abandoned Utility Boxes
  - B. Sidewalk Repairs in Old Village
  - C. Railroad Spur
  - D. Lent Property Concept Plan
  - 6. New Business
- 8:00 A. Discussion Balsam Streetscape
- 8:05 B. Hennepin County Love Local Storefronts grant
- 8:15 C. 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 located at: 18771 Robinson St, Dayton, MN 55327, PID: 36-121-23-41-0020, 3612123410011, 36-121-23-41-0012, 36-121-23-41-0021.
  - 7. Staff & Board Updates (verbal)
- 8:25 A. Staff Updates
- 8:30 B. EDA Member Updates

The next EDA meeting will be on Tuesday, November 18, 2025, at 7:30 am

8:30 8. Adjourn



# CITY OF DAYTON ECONOMIC DEVELOPMENT STRATEGY PLAN (2022) GOALS:

- 1. Strengthen the Local Tax Base
- 2. Encourage Public/Private Partnerships to construct public infrastructure to support quality development
- 3. Foster Employment growth with strong wage opportunities through attraction of new businesses and expansion of existing businesses
- 4. Ensure city processes are business friendly and do not create barriers to development
- 5. Promote the growth of a "City Center" located [at] Territorial Road and Holly Lane Area
- 6. Explore preservation, reinvestment, and redevelopment possibilities within the Historic Village
- 7. Provide greater clarity around when and how to use City Assistance for projects
- 8. Strengthen quality of life within Dayton through enhancement of recreational opportunities
- 9. Use Economic Development resources to promote a full range of housing choices within Dayton

# MINUTES OF THE SEPTEMBER 9, 2025 CITY OF DAYTON, MINNESOTA ECONOMIC DEVELOPMENT AUTHORITY MEETING

#### **Call to Order**

Huttner called the EDA meeting to order at 7:30 AM on September 9, 2025.

#### Roll Call

Present: Fashant, Huttner, Luther, Bernens, Salonek, and Weber remote

Absent: Anderson

Also, in attendance: Jon Sevald, Community Development Director; Hayden Stensgard, Associate Planner II; Zach Doud, City Administrator/Finance Director; Amanda Johnson, EDA Attorney

# **Approval of the Agenda**

Huttner called for approval of the agenda, with a request to add a discussion item to new business regarding listing the property in Old Town through IAG.

Motion to approve the agenda as amended made by Fashant, seconded by Luther. Motion carried unanimously.

#### **Consent Agenda**

- A. Approval of Minutes, August 19, 2025
- **B. EDA Treasurer's Report**
- C. Summary of Non-Residential inquiries

Motion to approve the consent agenda made by Luther, seconded by Weber. Motion carried unanimously.

#### **Open Forum**

Huttner noted that there was nobody participating in the open forum or online besides Weber.

#### **Old Business**

# A. Flower Pot Sponsorships

Sevald reported that there were no changes to the flower pot program.

The board agreed to remove this item from future agendas, though they discussed providing annual recognition for Jane Rumunno who maintains the flower pots. Members noted she does an excellent job, and the pots look attractive. The board had previously given her a \$200 gift card for 2025 and discussed recognizing her again in 2026. Weber suggested listing her name on the city website or in the quarterly newsletter as additional recognition, which other members supported.

## B. Damaged/Abandoned Utility Boxes

Sevald reported that a scope of services for utility boxes would be presented to the City Council that evening.

#### C. Sidewalk Repairs in Old Village

Sevald presented photos of damaged sidewalk sections in Old Village. The board discussed the condition of the sidewalks, including areas with tree root damage and other deterioration.

Salonek suggested that instead of waiting until the county's planned 2031 road reconstruction, the EDA should take action to fix the most problematic sections, estimating the cost at approximately \$3,000.

Motion to request bids for repairing damaged sidewalk sections in Old Village made by Salonek, seconded by Luther. Motion carried unanimously.

# D. Railroad Spur

Sevald and Huttner had met with Cemstone regarding potential interest in a railroad spur. Sevald reported that Cemstone expressed interest but not in the immediate future. Sevald noted that he had conversations about a transload facility, which would transfer items from trucks to rail, but BNSF would require commitments from users before seriously considering the project.

Sevald asked for direction from the EDA about whether to proceed with a feasibility study, which could cost tens of thousands of dollars. The project itself would cost millions, though grants might be available.

The board discussed whether this should be a city project or a private venture.

Weber indicated that his company, RDO, might only use such a facility once or twice a year. After discussion, the board decided to have Sevald gather information about interest levels from area businesses before committing to a feasibility study. The board agreed to expand outreach to businesses within a five-mile radius.

# E. Lent Property Concept Plan

Sevald reported that the first right of refusal had been offered to neighboring property owners, but they declined. The neighbors indicated they would be interested if the EDA wanted to purchase their property instead.

#### F. 2026 EDA Budget

Sevald reported that the City Council would take action that evening on the EDA levy request. While the EDA had requested \$100,000, the Council recommendation was \$25,000 due to budget constraints across all departments.

Fashant noted that the actual annual expenses were closer to \$40,000, so the \$25,000 would not fully cover expenses, but acknowledged it was a start. The board discussed that any shortfall would come from EDA reserves.

#### G. Placer.Ai Software

The board voted to remove this item from future agendas, as the EDA had previously determined it was not appropriate for government use.

#### **New Business**

A. PUBLIC HEARING: Resolution 06-2025, Approving the sale of personal property located at 15520 Lawndale Lane N., Dayton, MN 55327, PID: 05-120-22-22-0003

Johnson explained that this was regarding the purchase agreement with Mr. Lucero to buy a home on the property and move it to a different lot.

Huttner opened the public hearing at 7:59am.

With no members of the public present to speak, Huttner closed the public hearing at 7:59am.

Johnson reported that Mr. Lucero would be submitting payment that week and had until October 24th to move the home, though he planned to move it in late September or early October. Johnson noted that the sale was not contingent on a right-of-way vacation request that would be presented to the Council that evening, though it would affect how Mr. Lucero could position the garage on his lot.

Motion to approve Resolution 06-2025, approving the sale of personal property located at 15520 Lawndale Lane N., Dayton, MN 55327, PID: 05-120-22-22-0003 made by Salonek, seconded by Fashant. Motion carried unanimously.

## **B.** Telcom Development Proposal

Stensgard presented a site plan for Telcom from Clearwater, Minnesota, proposing an industrial building at 121st Street and West French Lake Road. The 8-acre site (5 acres excluding wetlands) was previously approved for a similar use in 2023, but that business never purchased the property.

The proposal included a 26,000 square foot building with office space and warehouse, with 36,500 square feet of outdoor storage. Stensgard noted the Planning Commission had unanimously recommended approval with conditions regarding screening and height of stored materials.

Board members agreed the proposal was consistent with surrounding uses in the area.

Motion to recommend approval the Telcom development proposal made by Luther, seconded by Weber. Motion carried unanimously.

# C. Old Town IAG Property Listing

Huttner proposed directing staff to have IAG begin marketing the Old Town property. The board discussed potential water capacity issues that could affect development, particularly for buildings requiring fire suppression systems.

Doud provided detailed information about the water system in Old Town, explaining that the two wells can pump about 800 gallons per minute combined, but the pipes in the ground are the restricting factor, not the wells or available water. Doud noted that a sprinkler system had been installed in a recent six-unit townhome development in Old Town, showing that sprinkler systems can be accommodated.

Motion to direct staff to have IAG market the Old Town property made by Bernens, seconded by Luther. Motion carried unanimously.

#### Staff & Board Updates

#### Staff Updates

Sevald provided several updates.

#### **EDA Member Updates**

No updates were provided by EDA members.

Huttner also raised the issue of a tax-forfeited parcel in Old Town and asked about the status of city-owned properties.

Motion to direct staff to pursue acquisition of a tax-forfeited parcel in Old Town made by Luther, seconded by Salonek. Motion carried unanimously.

#### Adjourn

Motion to adjourn made by Luther, seconded by Bernens. Motion carried unanimously.

The meeting adjourned at 8:40 AM.

10/10/2025 08:03 AM User: DBRUNETTE

225-41710-50370

225-41710-50430

225-41710-50510

TOTAL EXPENDITURES

#### ACCOUNT BALANCE REPORT FOR DAYTON MN

Page:

652.50

40,000.00

143,303.25

215,497.00

0.00

0.00

0.00

0.00

652.50

40,000.00

143,303.25

215,497.00

1/1

# DB: Dayton PERIOD ENDING 10/31/2025

Property Tax Payments

Miscellaneous

Land

ACTIVITY FOR 2025 BEG. BALANCE MONTH YEAR-TO-DATE END BALANCE GL NUMBER 01/01/2025 10/31/2025 THRU 10/31/25 10/31/2025 DESCRIPTION AMENDED BUDGET Fund 225 - EDA Assets 225-00000-10100 Cash 683,254.11 0.00 (111,371.70)571,882.41 0.00 225-00000-10450 Interest Receivable 0.00 0.00 0.00 225-00000-10500 Taxes Receivable - Current 0.00 0.00 0.00 0.00 225-00000-11500 Accounts Receivable 200.00 0.00 50.00 250.00 225-00000-15000 Due from Other Funds 0.00 0.00 0.00 0.00 683,454.11 (111,321.70)572,132.41 TOTAL ASSETS 0.00 Liabilities 7,397.93 225-00000-20200 Accounts Payable 0.00 (7.397.93)0.00 7,397.93 0.00 0.00 TOTAL LIABILITIES (7,397.93)Fund Equity 225-00000-25300 Unreserved Fund Balance 676,056.18 0.00 0.00 676,056.18 TOTAL FUND EQUITY 676,056.18 0.00 0.00 676,056.18 Revenues 225-40100-31012 EDA Property Tax Levy 0.00 0.00 0.00 0.00 225-40700-36210 Interest Earnings 0.00 0.00 19,648.23 19,648.23 225-40700-39000 Other Financing Sources 0.00 0.00 925.00 925.00 91,000.00 225-40700-39101 Sales of General Fixed Assets 0.00 0.00 91,000.00 111,573.23 TOTAL REVENUES 0.00 0.00 111,573.23 Expenditures 225-41710-50210 Operating Supplies 0.00 0.00 543.00 543.00 30,998.25 Professional Srvs 0.00 30,998.25 225-41710-50300 0.00 225-41710-50308 Contract Services 0.00 0.00 0.00 0.00

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DATE	CATEGORY	DESCRIPTION	FACITLIY	JOBS	INVESTMENT	STATUS
9/2/2025	Retail	Convenience Store	Kwik Trip Maple Ct	87	\$18 million	Kwik Trip. Completed.
9/2/2025	Other	Vender inquary	-	-	-	Econ Dev sofware, marketing
9/2/2025	Other	Event Center	<b>Event Center</b>	?	?	Information provided.
9/3/2025	Industrial	Plat, Site Plan, CUP	Contractor's Yard	80-120	\$7 million	Telcom. Approved by CC 9/23/2025.
9/4/2025	Industrial	Plat, Site Plan, CUP	Contractor's Yard	80-120	\$7 million	Telcom. Approved by CC 9/23/2025.
9/4/2025	Other	Other	-	-	-	Hennepin Co Thriving Thursdays (Dayton)
9/4/2025	Other	Vender inquary	-	-	-	Econ Dev strategy & website, marketing \$10-\$50k p/yr
9/5/2025	Other	Vender inquary	-	-	-	Econ Dev strategy & website, marketing \$10-\$50k p/yr
9/5/2025	Industrial	Plat, Site Plan, CUP	Contractor's Yard	80-120	\$7 million	Telcom. Approved by CC 9/23/2025.
9/8/2025	Industrial	Plat, Site Plan, CUP	Contractor's Yard	80-120	\$7 million	Telcom. Approved by CC 9/23/2025.
9/8/2025	Indistrial	Plat, Site Plan, TIF	Spec Industrial	?	?	Dayton Interchange. CC denied TIF 6/24/2025.
9/9/2025	Retail	Land	TBD	?	?	Inquary re: deed restrictions.
9/9/2025	Retail	Convenience Store	Kwik Trip Maple Ct	87	\$18 million	Kwik Trip. Completed.
9/10/2025	Industrial	Plat, Site Plan, CUP	Contractor's Yard	80-120	\$7 million	Telcom. Approved by CC 9/23/2025.
9/12/2025	Industrial	Plat, Site Plan, CUP	Contractor's Yard	80-120	\$7 million	Telcom. Approved by CC 9/23/2025.
9/15/2025	Other	Vender inquary	-	-	-	Econ Dev strategy & website, marketing
9/15/2025	Other	Vender inquary	-	-	-	Econ Dev software, marketing
9/16/2025	Industrial	Concept Plan	Spec Industrial	?	?	Oppidan. Sketch plan post-moratorim
9/17/2025		Signage	<b>Event Center</b>	?	?	Information provided.
9/17/2025		Signage	Industrial	?	?	Information provided.
9/18/2025		Concept Plan	Office	200-300	?	Concept Plan
9/18/2025		RFQ	Distribution	750	\$1 billion	Land not avialble.
9/21/2025		Parking Lot	Off-site parking	0	?	Use not permitted
9/22/2025		Plat, Site Plan, CUP	Contractor's Yard	80-120	\$7 million	Telcom. Approved by CC 9/23/2025.
9/22/2025	Industrial	Moratorum	-	-	-	Information provided to applicalbe land
						owners/developers re: moratorium prefered concept
9/26/2025		Cannabis	Retail	-	-	Information provided.
9/29/2025		Other	-	-	-	Land inquiry. Information provided.
9/29/2025		?	?	-	-	Development inquiry. Information provided
9/30/2025	Industrial	Plat, Site Plan, CUP	Contractor's Yard	80-120	\$7 million	Telcom. Approved by CC 9/23/2025.



ITEM:

Renewing contract with IAG as commercial broker for EDA

#### **APPLICANT/PRESENTER:**

Jon Sevald, Executive Director

#### **PREPARED BY:**

Jon Sevald, Executive Director

#### POLICY DECISION / ACTION TO BE CONSIDERED:

Motion to Approve Resolution renewing IAG Client Representation Agreement.

#### **BACKGROUND:**

In 2024, the EDA solicited an RFP for a commercial real estate broker. The EDA entered into an agreement with IAG, expiring December 31, 2025. IAG provides the following services to the EDA:

	Service	Compensation
1	Strategic planning/consulting/advisory services.	\$375 p/hr Jeff LaFavre \$175 p/hr Zach Synstegaard \$75 p/hr research & support services
2	Assist EDA in purchasing properties.	\$0 (or 3% commission if not paid by seller).
3	List properties owned by EDA.	6% commission of purchase price.

Proposed 2026 compensation is unchanged. The proposed Agreement expires December 31, 2027.

#### **CRITICAL ISSUES:**

None.

# **RELATIONSHIP TO COUNCIL GOALS:**

N/A

#### **BUDGET IMPACT:**

This is an unbudgeted service. Staff and IAG meet monthly. IAG attends EDA meeting asneeded. IAG has not charged the EDA for any services to date.

#### ATTACHMENT(S):

IAG Agreement and addendum.



#### **CLIENT REPRESENTATION AGREEMENT**

The City of Dayton's Economic Development Authority, a body corporate and politic in the State of Minnesota ("CLIENT") (whether "Buyer", "Seller", "Landlord", "Tenant", and/or "CLIENT") hereby appoints the Integrust Advisory Group, LLC, d.b.a. IAG COMMERCIAL ("Broker") as its exclusive agent and charges the Broker with providing advisory services and conducting negotiations on its behalf in a manner so as to represent its best interests, whether for the purchase, sale, and/or lease of real property, or in providing advisory services, subject to the following provisions:

- 1. **TIME.** The agency period shall commence as of the date of signing of this agreement and shall terminate at midnight on December 31, 2025.
- 2. <u>AUTHORITY</u>. Broker is authorized to select for purchase, list for sale, and/or lease for properties that substantially meet the requirements set forth below, but not to commit CLIENT to any purchase, sale, and/or lease terms without CLIENT's prior written consent.
- 3. **SCOPE OF SERVICES.** Broker will provide the following services (as desired and applicable by CLIENT) as part of this CLIENT Representation Agreement:
  - a. Strategic planning/consulting/advisory services
  - b. Assist CLIENT in purchasing properties
  - c. List properties owned by CLIENT for sale
  - d. Assist in listing property owned by CLIENT for lease
  - e. Assist CLIENT in leasing property
  - f. Provide investment services

#### 4. PROPERTY REQUIREMENTS.

a. TYPE: To Be Determinedb. LOCATION: City of Dayton

c. PURCHASE/LEASE TERMS: To Be Determined

d. LEASE TERMS: To Be Determined

5. <u>COMPENSATION</u>. If CLIENT lists a property for sale, the total commission owed by CLIENT is 6% of the total purchase price upon a successful closing. If there is a co-broker involved, said co-broker representing the buyer shall receive 3% of the total 6% of the total purchase price upon a successful closing.

If CLIENT chooses to purchase a property, Broker will look to the owner of the subject property to pay Broker's commission in accordance with the commission agreement between the owner and the Broker, notwithstanding the Broker's representation of CLIENT. In the rare event the owner



WILL NOT provide a fair market commission to Broker, then the difference between the owner's commission and fair market commission will be paid by the CLIENT.

Broker defines fair market commission for purchasing as follows: 3% of the total purchase price.

Strategic planning services are done on an hourly basis with three pay structures:

- a. \$350 per hour for Jeff LaFavre
- b. \$175 per hour for Zach Synstegaard
- c. \$75 per hour for research and support services

Any extraordinary costs, (i.e. blue print copies, delivery costs, permit fees) will be reimbursed by the CLIENT.

#### 6. TERMINATION.

- a. This Agreement may be terminated by either party upon thirty (30) days' written notice without cause.
- b. Nothing in this Agreement shall be construed to contemplate or establish dual agency unless fully disclosed to and agreed in writing by CLIENT.
- 7. **RELATIONSHIP TO THE PARTIES.** This Agreement shall not constitute, create, give effect to or otherwise imply a joint venture, partnership or formal business organization of any kind between the CLIENT and Broker.
- 8. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota without regard to its conflicts of laws principles. Each party irrevocably submits to the jurisdiction of the federal or state courts in Hennepin County, Minnesota for the purposes of any suit, action or other proceeding arising out of this Agreement and each party irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement in the federal or state courts in the State of Minnesota.
- **9. COUNTERPARTS.** This Agreement may be executed in several counterparts. If so executed, each of such counterparts shall be deemed an original for all purposes and all counterparts shall, collectively constitute an agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
- 11. ELECTRONIC SIGNATURES. The electronic signature of the Chair on behalf of the CLIENT or President on behalf of the Broker, to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party hereto. For purposes hereof, (i) "electronic signature" means (a) a manually signed original signature that is then transmitted by electronic means or (b) a signature obtained through DocuSign or Adobe or a similarly digitally auditable signature gathering process; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating



image attached to an electronic mail or internet message.

- 12. <u>DATA PRACTICES</u>. The Broker shall manage all data created, collected, received, stored, used, maintained, or disseminated by the Broker pursuant to this Agreement in accordance with, and subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (the "Act"). The Broker shall immediately notify the CLIENT if it receives a request for data related to the services being performed by the Broker pursuant to this Agreement. Any reports, information, or other data given to, prepared, or assembled by the Broker under this Agreement which the CLIENT requests be kept confidential must not be made available to any individual or organization without the CLIENT's prior written approval unless disclosure is required by law.
- 13. INDEPENDENT CONTRACTOR. The Broker shall be deemed an independent contractor. The Broker is not to be deemed an employee or agent of the CLIENT and has no authority to make any binding commitments or obligations on behalf of the CLIENT except to the extent expressly provided herein. All services provided by the Broker pursuant to this Agreement shall be provided by the Broker as an independent contractor and not as an employee of the CLIENT for any purpose including, but not limited to, income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts, and eligibility for employee benefits.
- 14. <u>ASSIGNMENT</u>. Neither party will assign any part of this Agreement, nor any interest arising herein, without the written consent of the other party.
- 15. <u>SEVERABILITY</u>. The provisions of this Agreement are severable. If any portion of this Agreement is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision will not affect the remaining portions of this Agreement.
- 16. <u>ENTIRE AGREEMENT</u>. This document constitutes the entire agreement between the parties and it supersedes all oral and written agreements and negotiations between the parties regarding the subject matter of this Agreement.
- 17. <u>COMPLIANCE WITH LAWS AND REGULATIONS</u>. In providing the services hereunder, the Broker must abide by all applicable statutes, ordinances, rules, and regulations. Any violation will constitute a material breach of this Agreement and entitle the CLIENT to be able to immediately terminate the Agreement.
- 18. <u>WAIVER</u>. Any waiver by either party of a breach of any provision of this Agreement will not affect, in any respect, the validity of the remainder of this Agreement.
- 19. <u>INDEMNIFICATION</u>. To the fullest extent permitted by law, the Broker agrees to protect, defend, save, and hold harmless the CLIENT, its officials, agents, and employees from all claims, suits, or actions of any kind, nature, or character, and the costs, disbursements, and expenses of defending the same including, but not limited to, attorneys' fees, professional services, and other technical, administrative, or professional assistance resulting from or arising out of the alleged negligence, breach of contract, or willful misconduct of the Broker, its agents or employees



related to or arising out of the Broker's performance of, or failure to perform, the services under this Agreement. Nothing herein shall be construed as a limitation on or waiver of any immunities or limitations on liability available to the CLIENT under Minnesota Statutes, Chapter 466, or other law.

- **20. INSURANCE**. During the entire term of this Agreement, the Broker must maintain workers' compensation insurance (to the extent required by law) and commercial general liability insurance with a per occurrence limit of no less than \$1,500,000. The Broker shall provide such additional insurance coverages and specific minimum amounts of coverage as may be required by the CLIENT.
- 21. PROTECTIVE PERIOD. CLIENT further agrees that in the event any purchase, sale, and/or lease involving CLIENT resulting from any contract or agreement entered within six (6) months after the expiration or termination of this Agreement ("Protective Period") is consummated with any person or entity for which a commission would otherwise be payable by CLIENT hereunder, CLIENT will pay the commission to Broker. CLIENT shall furnish Broker with all relevant information received by CLIENT during the Protective Period regarding any offers or inquiries from such persons or entities promptly after receiving same. The Broker's Protective Period shall only be applicable to persons or entities with whom Broker has negotiated during the term of this Agreement. If any party, or assigns, on the Protective List is under a letter of intent or other agreement at the end of the Protective Period but has not finalized such letter of intent or other agreement, the Protective Period shall be extended another six (6) months. Broker shall identify such persons or entities by providing CLIENT with a written "protective list" within 72 business hours of the expiration or termination of this initial Agreement, time being of the essence. Broker shall be conclusively deemed to have "negotiated" with a party, if Broker (or any outside broker acting at the direction of Broker) has shown any property involving CLIENT to such party or prepared an offer/Letter of Intent on behalf of CLIENT to such party or submitted written information to such party specifically at the request of such party.
- **22. DUAL AGENCY DISCLOSURE**. If a prospective customer represented by Broker becomes interested in a property involving CLIENT, a dual agency will be created. This means that Broker will represent both CLIENT and the prospect and owes the same duties to the prospect that Broker owes to CLIENT. This conflict of interest will prohibit Broker from advocating exclusively on CLIENT's behalf. Dual agency will limit the level of representation which Broker can provide.

If a dual agency should arise, CLIENT will need to agree that confidential information about price, terms, and motivation will still be kept confidential unless CLIENT instructs Broker in writing to disclose specific information about CLIENT. All other information will be shared. Broker cannot function as a dual agent unless both CLIENT and the prospect agree to it. By agreeing to a possible dual agency, CLIENT will be giving up the right to exclusive representation in an in-house transaction. However, if CLIENT should decide not to agree to a possible dual agency, and CLIENT wants Broker to represent CLIENT, CLIENT may give up the opportunity to work with prospects represented by Broker.



#### **OWNER'S INSTRUCTIONS TO BROKER**

Having road and understood this information about dual aganay. CLIENT now instructs Broker of

follows:	ad and understood this information about dual agency, CLIENT flow instructs broker as
	CLIENT will agree to a dual agency representation and will consider offers made by prospects represented by Broker.
	CLIENT will not agree to a dual agency representation and will not consider offers made by prospects represented by Broker.

#### 23. CLIENT'S REPRESENTATIONS AND AGREEMENTS.

- a. CLIENT represents that CLIENT has full legal right to purchase, list for sale, and/or lease properties.
- b. CLIENT agrees to comply with the terms and conditions of any agreement, to which it is a party, in a timely fashion.
- c. CLIENT agrees to permit Broker to erect an "Available" and/or "For Sale" sign on an agreed upon property for sale or lease and to remove all other real estate signs from a property during the term of this Agreement.
- d. CLIENT agrees to refer to Broker all inquiries regarding any property received from prospects.
- e. CLIENT agrees that any member of Broker's sales force may immediately offer an agreed upon property for sale and/or lease under the terms hereof. CLIENT agrees to cooperate with and assist Broker in making any property available for inspection by prospects and their agents. CLIENT agrees to permit Broker to share part of its commission with a cooperating real estate broker, including a prospect represented by a real estate broker.
- f. CLIENT agrees to provide Broker with all material information concerning the financial, physical, legal, or environmental status of any property presently in CLIENT's possession or subsequently received by CLIENT.

#### 25. LIMITATION ON BROKER'S AUTHORIZATION.

Broker is not authorized to render any tax or legal advice with respect to the scope of work performed hereunder, and CLIENT agrees to look to accountants, attorneys, and/or other professionals of its choosing for specific advice with respect to any such transactions.

#### 26. MISCELLANEOUS.

In the event CLIENT breaches the terms of this Agreement and Broker engages legal counsel to enforce its rights hereunder, Broker shall be entitled to recover from Client all attorneys' fees and related costs.

SIGNATURE PAGE TO FOLLOW



EXECUTED, effective on the date listed below.

<b>BROKER</b> : Integrust Advisory Group, LLC, dba IAG COMMERCIAL	<b>CLIENT</b> : City of Dayton's Economic Development Authority
By:	Ву:
Jeffrey L. LaFavre, CCIM, MCR	Tim Huttner
Its: <u>President</u>	Its:Chair
Date:	Date:



#### ADDENDUM A – Owner's Representative Construction and Project Management Services

The following is an addendum to the CLIENT Re	presentation Agreement by and between the City of
Dayton Economic Development Authority ("CLI	ENT") and Integrust Advisory Group, LLC, d.b.a. IAG
COMMERCIAL ("Broker") dated, 2024	. Broker agrees to provide Owner's Representation
Services to CLIENT in accordance with the follo	wing terms and conditions:

- **1. CONSTRUCTION AND PROJECT MANAGEMENT SCOPE OF SERVICES.** If CLIENT desires, Broker can provide the following additional services:
  - a. Define desired project outcomes with CLIENT
  - b. Send out an RFP to architect and contractor
  - c. Review proposals and set up interviews for top proposals
  - d. Hire project team including architect and contractor, negotiate agreement
  - e. Coordinate the design process
  - f. Oversee project scheduling and budgeting
  - g. Assist and coordinate with furniture selection
  - h. Manage move related vendors including phone, security, cabling and move
  - i. Close out the budget with vendors & CLIENT

#### 2. COMPENSATION FOR CONSTRUCTION AND PROJECT MANAGEMENT SERVICES.

- a. Construction Project Management Services will include: oversight of the architect and contractor, attendance in project design meetings, management of the master budget and schedule, approval of payment requests, collection of lien waivers and project closeout. If the CLIENT desires, Construction Project Management can also include oversight of the audio visual, low voltage wiring and security vendors. If CLIENT decides to utilize the Construction Project Management services of Broker's associates, compensation will be as follows; plus extraordinary expenses such as mileage, blue prints and etc.:
  - i. 5% on projects under \$500K
  - ii. 4% on projects of \$500K-\$1,000,000
  - iii. 3% on projects of \$1,000,000-\$2,000,000
  - iv. 2% on projects of \$2,000,000-\$5,000,000
  - v. 1% on projects over \$5,000,000

All fees are calculated cumulatively.

b. If within one hundred eighty (180) days after expiration of the agency period described above, or any extension of it, CLIENT shall enter into a lease with any person or entity with whom Broker has conducted negotiations on behalf of CLIENT, Broker shall be entitled to compensation from CLIENT as though the transaction has occurred during the agency period provided the Broker notifies CLIENT in writing within thirty (30) business days of the expiration of this agreement identifying such persons or entities and provided that the Broker has not been otherwise compensated by a third party to the transaction.



- c. Broker agrees to exercise reasonable diligence to act in the best interests of CLIENT in any and all negotiations contemplated in this agreement.
- d. Nothing in this agreement shall be construed to contemplate or establish dual agency unless fully disclosed to and agreed in writing by CLIENT.
- e. Either party to this agreement may affect in its cancellation by providing thirty (30) days written notice to the other party via certified U.S. Mail.

#### 3. SCHEMATIC DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENT PHASE

- a. Broker will review the CLIENT's architect and engineer's design documents to date and will work with CLIENT and its architect and engineer to manage the design process through construction drawings.
- b. Broker will consult with CLIENT's representative with respect to any major issues or decisions to be made related to its review of the design documents and construction drawings.

#### 4. BIDDING PROCESS

- a. Broker will work with the CLIENT's representatives to assist in drafting the bid documents, including but not limited to, the bid advertisement, the bid specifications and instructions, the bid form, and the contract documents per City and state requirements.
- b. Broker will work with the CLIENT's representative to widely and transparently advertise the bid opportunities, answer questions from bidders with respect to the bid documents, and hold a pre bid conference(s) with interested bidders.
- c. Broker will assist the CLIENT with reviewing the bids in order to determine whether they are responsive and whether the bidder is a responsible bidder.

#### 5. GENERAL MANAGEMENT AND COORDINATION (CONSTRUCTION PHASE)

- a. Broker will review the work performed by the CLIENT's contractors throughout the project through the project completion and final punch list stages. Broker must ensure that it requires that the materials furnished and the work performed by the contractors are in accordance with the drawings, specifications, and contract documents.
- b. The Broker will coordinate with the contractors with respect to the implementation of construction information systems, project time control schedules and resources analysis as they relate to materials, labor, and costs.
- c. The Broker shall review and comment on all safety, health, and environmental protection measures proposed by each contractor and make recommendations to the CLIENT with respect to any changes that the Broker deems necessary or appropriate.



- d. The Broker must provide construction audits in the form of status updates and other reports for the project to the CLIENT on a monthly basis. The Broker must review all labor and wage standards and practices to make reasonable efforts to ensure compliance by each contractor and make recommendations to the CLIENT with respect to any issues identified with respect to compliance.
- e. The Broker must establish with the contractors on-site organization and lines of authority in order to carry out the CLIENT's overall plans in all phases of the project on a coordinated and efficient basis.
- f. The Broker must require the contractors to maintain an on-site record-keeping system in sufficient detail to satisfy an audit by the CLIENT. Such records must include, but shall not be limited to daily logs, progress schedules, labor breakdowns (daily by trade), financial reports, material quantity lists, shop drawings, and the like.
- g. The Broker must verify that all legally required permits, licenses, and certificates have been obtained by the contractors. The Broker must also coordinate through the contractors, aspects of the work with all local municipal authorities, governmental agencies, utility companies, etc., who may be involved in the project.
- h. The Broker must coordinate through the contractors, the work of all subcontractors until final completion and acceptance of the project by the CLIENT. If the interpretation of the meaning and intent of the contract documents becomes necessary during construction, the Broker will ascertain the CLIENT's architect and the CLIENT's representatives' interpretation, make recommendations as appropriate, and transmit such information to the appropriate contractor.
- i. The Broker must attend job meetings attended by the contractors, subcontractors, the architect and the CLIENT's representatives, to discuss procedures, progress, problems, scheduling, and open items.
- j. The Broker must coordinate the review, for compliance with the contract documents, all shop drawings, materials, and other items submitted by the contractors.
- k. The Broker will review and approve, in accordance with the CLIENT's procedures, all applications for payments submitted by the contractors in accordance with established procedures.
- I. The Broker will receive and review change order requests from contractors or from the CLIENT's representatives. The Broker will review unit prices, time and material charges and similar items. The Broker will also monitor and advise the CLIENT upon request for changes required by field conditions and progress of the work and obtain approval from the CLIENT's representatives and the CLIENT's architect.



m. The Broker will review the contractors' schedules and work with the contractors to ensure timely delivery of the project.

#### 6. POST CONSTRUCTION

- a. The Broker will coordinate the preparation of punch lists at the appropriate times, indicating the items of work remaining to be accomplished, and require that these items are completed in an expeditious manner.
- b. The Broker will assemble all guarantees, warranties, etc., as required by the contract documents, and provide copies of them to the CLIENT.
- c. Provided the CLIENT has paid all contractors and material suppliers, the Broker shall obtain all necessary receipts, releases, waivers, discharges and assurances necessary to keep the property free from mechanics and materialmen's liens and other claims to the extent permitted by applicable law.
- d. The Broker will expedite the contractors' preparation of "as-built" drawings of the entire project in accordance with the terms of the specifications.

#### 7. THROUGHOUT THE PROJECT

The Broker will review all project documents, including, but not limited to, plans, drawings, and specifications, bid documents, architect and contractor agreements, certificates, draw requests, invoices, change orders, and budgets. The Broker will require such changes, as are necessary, so that all such documents are in the name of the CLIENT, all warranties run in favor of the CLIENT and the CLIENT will have the right to utilize the plans and drawings during and after project construction.

The Broker must not enter into contracts or subcontracts for the services provided for by the Broker pursuant to this Agreement or contracts with any contractors performing work on the project without the prior express written consent of the CLIENT.

Notwithstanding any provision hereof to the contrary, the CLIENT acknowledges that the services and work product provided by its architects, engineers, consultants, design professionals and other contractors retained by the CLIENT with respect to the project as contemplated in this Agreement are the responsibility of those professionals.

The Broker does not and shall not warrant or guarantee the performance of the CLIENT's architects, engineers, consultants, design professionals, and other contractors.



#### 8. SECURITY AND SAFETY

While performing the services under this Agreement, the Broker shall promptly inform the CLIENT's representative whenever it becomes aware of any security concerns or unsafe conditions with respect to the property or the project.

EXECUTED, effective on the date listed below.

<b>BROKER</b> : Integrust Advisory Group, LLC, dba IAG COMMERCIAL	<b>CLIENT</b> : City of Dayton's Economic Development Authority
Ву:	Ву:
Jeffrey L. LaFavre, CCIM, MCR	Tim Huttner
Its: <u>President</u>	Its:Chair
Date:	Date:

#### **IAG Commercial**

80 South 8th Street • Suite 900 • Minneapolis, Minnesota 55402 • (612) 868-7429

#### EXCLUSIVE REPRESENTATION RENEWAL AGREEMENT

THIS AGREEMENT RENEWAL ("Renewal") is made this <u>21<sup>st</sup></u> day of <u>October</u> 2025, by and between Integrust Advisory Group, LLC, a Company doing business as IAG Commercial (hereinafter referred to as "Broker"), and the City of Dayton's Economic Development Authority, a body corporate and politic in the State of Minnesota (hereinafter referred to as "CLIENT") in reference to the CLIENT REPRESENTATION AGREEMENT fully executed on August 15, 2024 by Broker and CLIENT ("Original Agreement").

The Original Agreement was to expire and terminate on December 31, 2025. This Renewal is incorporated and made a part of the Original Agreement as an amendment, serving to extend the term of the Original Agreement for an additional period of two (2) years beyond the Original Agreement's expiration date of December 31, 2025. Both Broker and CLIENT mutually agree that the new term shall expire and terminate on December 31, 2027. All other terms and conditions from the Original Agreement shall remain in effect.

RECEIPT IS ACKNOWLEDGED WITH/OF A COPY OF THIS AGREEMENT.

BROKER:	<u>CLIENT</u> :
Integrust Advisory Group, LLC, a Minnesota Limited Liability Company, dba IAG Commercial	City of Dayton's Economic Development Authority
D	D
By:	By: Tim Huttner
Its: <u>President</u>	Its: <u>Chair</u>
Date:	Date:

Meeting Date: Oct 21, 2025 Item Number: 3E



#### ITEM:

2025 Elevate Hennepin Client Feedback Report

#### **APPLICANT/PRESENTER:**

Jon Sevald, Executive Director

#### **PREPARED BY:**

Jon Sevald, Executive Director

#### POLICY DECISION / ACTION TO BE CONSIDERED:

None.

# **BACKGROUND:**

The EDA is a participant in Hennepin County's "Elevate Hennepin" program, which offers small business advisors. Elevate Hennepin has assisted over 4,000 small businesses in the county.

Attached is a feedback report from 198 respondents (none in Dayton). In 2024, Elevate Hennepin assisted five Dayon businesses.

#### **CRITICAL ISSUES:**

None.

#### **RELATIONSHIP TO COUNCIL GOALS:**

Encourage Diversity and Manage Thoughtful Development

#### **BUDGET IMPACT:**

\$2,500 annual participation

#### ATTACHMENT(S):

2025 Elevate Hennepin Client Feedback Report

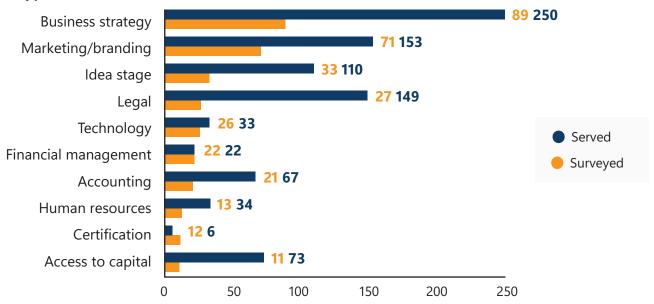


# 2025 Elevate Hennepin Client Feedback Report

All advisors	Q1/Q2 Overview
<ul><li>898 total clients served</li><li>198 total survey responses</li><li>22% response rate</li></ul>	<ul><li>116 work scope completed</li><li>82 in progress</li></ul>

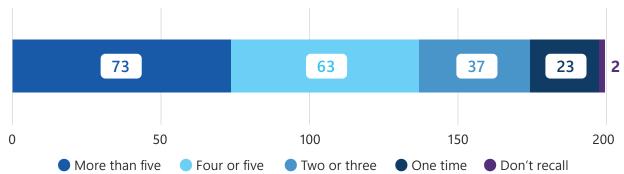
# Services provided

# Service types



n-served=898/multiple responses, n-surveyed=198/multiple responses

# Client meetings with advisor



n=198

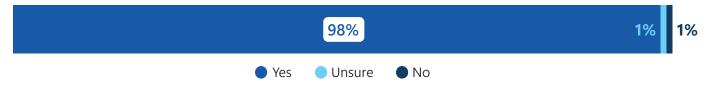




# Survey feedback results

of clients reported feeling more confident in their ability to start or run their business and are likely or very likely to recommend their advisor to another business or entrepreneur.\*

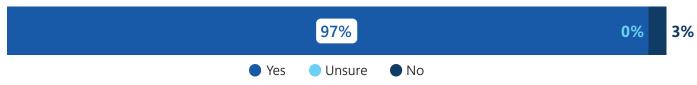
Did the advisor make an effort to understand your needs and concerns?



Did the advisor communicate with you in a timely manner?



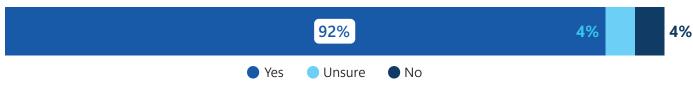
Did the advisor provide practical guidance, materials, tools, or resources that you could apply to your business?



Has the advisor helped you take steps toward your business goals?



Did the advisor keep you informed about your scope of work, timeline, and completion of your project?



<sup>\*</sup>This data summarizes responses from 116 surveys completed by business clients who completed a work scope with their advisor.

2



# Feedback summary

Most comments from this survey were positive and matched the high rates of reported satisfaction. Clients praised Elevate Hennepin advisors for their professionalism, expertise, and practical guidance. They said the high-quality confidence and supported their business growth. Respondents valued this service highly, often describing advisors as "responsive," "patient," and "approachable." Some clients noted challenges with timely follow-through, clarity of expectations, and alignment of services to their needs, as well as occasional inefficiencies or technical issues. Overall, respondents say the program delivers strong value and high impact, with some opportunities to improve client experience.

# Areas of success

# Expertise and professionalism

Advisors were knowledgeable and efficient.

"My advisor was intentional, efficient, highly capable, and exceeded every expectation."

# Practical guidance

Advisors developed clear strategies that moved businesses forward.

"My advisor's guidance was instrumental in helping me clarify my goals and take actionable steps."

# Support and empowerment

Advisors built confidence, motivation, and encouragement.

"My advisor helped me keep my passion and grow my motivation to keep my business dream."

#### Access to resources

Advisors provided valuable no-cost consulting and tools.

"I can't believe this kind of resource exists and I'm so thankful!"

#### Positive client experience

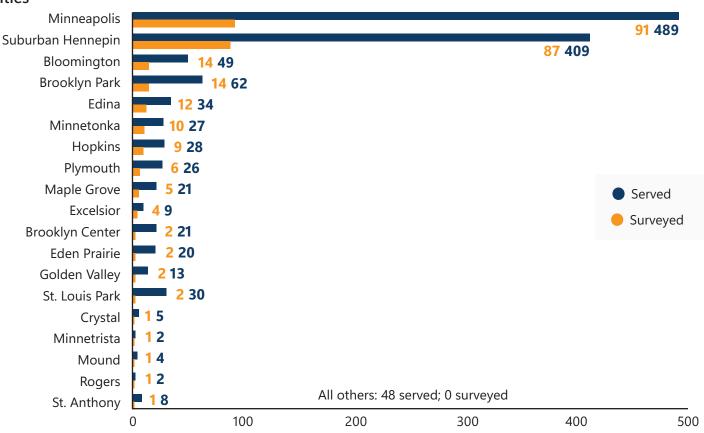
Advisors were easy to work with, patient, and responsive.

"My advisor was very responsive, approachable, and genuinely interested in my success."

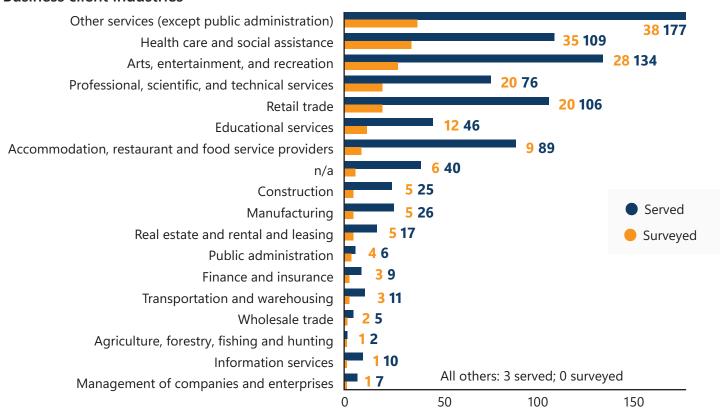


# Business client demographic breakdown

#### Cities



#### **Business client industries**





#### **Business revenue**

- Less than \$50,000
- \$50,000 to \$250,000
- \$0 still in idea stage
- \$250,001 to \$ 1 million
- \$1,000,001 to \$5 million
- n/a
- Over \$5 million

# **Business employment**

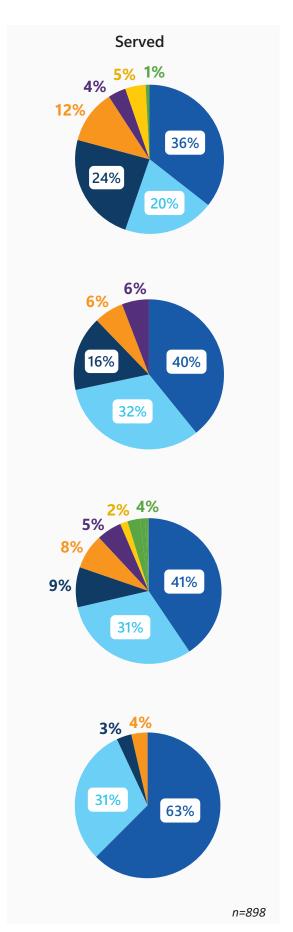
- Self employed
- 1 to 4
- n/a idea stage
- **10 to 99**
- 5 to 9

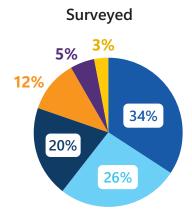
# **Business owner race & ethnicity**

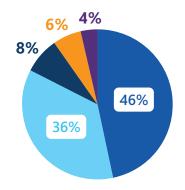
- White / Caucasian
- Black / African American
- Hispanic or Latino
- Asian
- Prefer not to answer or n/a
- Middle Eastern or North African
- Other

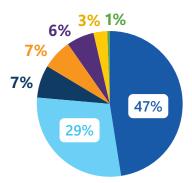
# Business owner gender

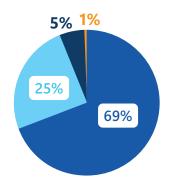
- Female
- Male
- Non-binary
- Prefer not to answer or n/a











n=198





ITEM:

Damaged/Abandoned Utility Boxes

#### APPLICANT/PRESENTERS:

Jon Sevald, Executive Director

#### PREPARED BY:

Jon Sevald, Executive Director

#### **BACKGROUND/OVERVIEW:**

In 2024, the EDA expressed concerns about damaged and abandoned utility boxes in the right-of-way. In order to file a complaint with the Public Utilities Commission (PUC), the owner, location, and previous correspondence is needed. There are an estimated 2,000+ utility boxes and 52 eligible telecommunication providers in Dayton.

During the May 20, 2025 EDA meeting, the EDA directed Staff to bring forward to the City Council for action. September 9, 2025, the City Council considered a proposal by Stantec to inventory objects within 84-miles of right-of-way (\$31,000). The inventory would identify damaged utility boxes to be inspected by staff, and issue corrective orders. The Council directed that enforcement be complaint driven (no Stantec inventory), and to assist property owners with contacting their utility provider, if necessary.

Staff complained to Lumen regarding utility box on Balsam Ln (photo example). Box is on list to be repaired. Contractor advised it may be spring when they can get to it.

#### **CRITICAL ISSUES:**

None.

#### **RELATIONSHIP TO COUNCIL GOALS:**

Build and Maintain Quality Infrastructure.

#### **ROLE OF EDA:**

None.

#### **RECOMMENDATION:**

None

#### ATTACHMENT(S):

None.

Meeting Date: Oct 21, 2025 Item Number: 5B



#### ITEM:

Sidewalk Repairs in Old Village

#### **APPLICANT/PRESENTERS:**

Jon Sevald, Executive Director

#### PREPARED BY:

Jon Sevald, Executive Director

#### **BACKGROUND/OVERVIEW:**

In February 2025, the EDA voiced concerns about cracked sidewalks in the Old Village. ADA standards require 5' sidewalk widths, no more than  $\frac{1}{2}$ " gap (crack), and  $\frac{1}{4}$ " change in level (one panel being higher than the other), along with curb ramps. Certain sections of sidewalks are non-conforming.

Public Works will grind down sidewalks that exceed ¼" elevation difference. Replacement of city sidewalks in the Village is in the 2031 CIP. Boulevard tree removal will be considered at that time. County sidewalks (CSAH 12) will be considered during road projects by Hennepin County. None are planned within the 2025-2029 Capital plan in the Old Village.

During the September 9, 2025 EDA meeting, the EDA directed staff to obtain bids for replacement.

Applicable sidewalk panels will be replaced in fall 2025.

#### **CRITICAL ISSUES:**

None

#### **RELATIONSHIP TO COUNCIL GOALS:**

Build and Maintain Quality Infrastructure

- Address public facilities to meet city's growth and needs
- Maintain quality local street system

#### **ROLE OF EDA:**

No action required.

#### **RECOMMENDATION:**

None

#### ATTACHMENT(S):

Photos



18640 Robinson Street (April 10, 2025)



18380 Columbus Street (April 10, 2025)

Meeting Date: Oct 21, 2025 Item Number: 5C



#### ITEM:

Discussion - Railroad Spur

#### APPLICANT/PRESENTERS:

Jon Sevald, Executive Director

#### **PREPARED BY:**

Jon Sevald, Executive Director

#### **BACKGROUND/OVERVIEW:**

In September 2024, the EDA expressed interest in having a railroad spur in Dayton to attract manufacturers. In 2024, Staff discussed with BNSF who suggested creating a <a href="BNSF">BNSF</a> certified site. Typically includes 50-100+ acres. <a href="Becker">Becker</a> (67-acres) is the only certified site in Minnesota. BNSF stated that users are typically heavy industrial. The 2017 <a href="proposed project">proposed project</a> has an estimated rail cost of \$16 million (+ \$150 million in roadway improvements).

In August, Chair Huttner and Staff met with Cemstone. Cemstone has a planned railroad spur, but no timeline as to when it would be installed (not in the foreseeable future). Cemstone would consider sharing the spur with others if it made financial sense to Cemstone.

In September, Staff discussed with MnDOT if there are any similar projects (public owned, private operated). The Des Moines MPO owns a 40-acre Transload Facility (truck to rail). Total project cost was \$25 million (\$11.2 million received in grants). According to its feasibility study, the facility estimated 7 daily train and 42 daily truck loads by the 3<sup>rd</sup> year, and an estimated annual revenue of \$250,000 - \$300,000.<sup>1</sup>

MnDOT suggested that if to move forward, the EDA needs commitments of number of train loads from users to justify service by BNSF. A feasibility study is needed. MnDOT administers the Minnesota Rail Service Improvement Grant program. In 2024, 19 applicants applied. Eleven received funding from \$246,000 - \$1.9 million. A feasibility study is required to apply for the grant.

In September/October, BNSF provided Staff with a list of questions for customers, a list of 12 transload facilities in Minnesota, and a list of engineering firms. The nearest transload facilities are in Fridley (Murphy Warehouse Company – 15 acres, Commercial Transload of Minnesota – 4 acres).

TKDA estimates a Transload facility would cost \$8-\$20 million.

Staff has reached out to Dayton freight companies and manufacturers. Most provided no response or stated they would not use rail.

Des Moines Rail Transload Feasibility Study, June 28, 2014. Page 19, page 26.

# **CRITICAL ISSUES:**

It is not known if there is a local demand for rail to justify the \$8-20 million investment.

# **RELATIONSHIP TO COUNCIL GOALS:**

Encourage Diversity and Manage Thoughtful Development

- Encourage healthy lifespan of both residential and commercial operations
- · Healthy Commercial Sector with services and job growth

#### **ROLE OF THE EDA:**

Staff needs direction if to continue to pursue.

#### **RECOMMENDATION:**

Staff recommends that it be left to the private sector to own and operate a transload facility.

#### **ATTACHMENT(S):**

None.

# 1001.065 SUBD. 3 (7A-E) SETBACK -

BUILDING:

FRONT YARD: MINIMUM 0 FEET FROM ROW - MAXIMUM 10 FEET FROM ROW

SIDE YARD: 0 FEET MINIMUM

REAR YARD: 20 FEET MINIMUM

PARKING:
FRONT YARD: MINIMUM 0 FEET FROM ROW - MAXIMUM 10 FEET FROM ROW

SIDE YARD: 0 FEET MINIMUM REAR YARD: 5 FEET MINIMUM

# 1001.065 SUBD. 3 (7F) SITE DESIGN -

BUILDING FRONTAGE. AT LEAST 65% OF THE STREET FRONTAGE OF ANY LOT SHALL BE OCCUPIED BY BUILDING FACADES AT THE BUILD-TO- LINE. IN ADDITION, ON CORNER LOTS, A MINIMUM OF THE FIRST 50 FEET OF THE LOT FRONTAGE ON EITHER SIDE OF A STREET INTERSECTION MUST BE OCCUPIED BY BUILDINGS SET AT THE PROPERTY LINE. PARKING OR OTHER SPACE OPEN TO THE SKY IS NOT ALLOWED WITHIN THIS FIRST 50 FEET.

ON LOTS WITH MORE THEN ONE STREET FRONTAGE (CORNERS), THE BUILDING SHALL BE LOCATED TO MEET THE 65% STREET FRONTAGE REQUIREMENT ON BOTH STREETS.

THE BUILDING FRONTAGE REQUIREMENT MAY BE MET EITHER WITH AN ENCLOSED BUILDING OR AN ARCADE CONSTRUCTED WITH A PERMANENT ROOF OF THE SAME MATERIALS AS THE REMAINDER OF THE BUILDING.

AT LEAST THE FIRST AND SECOND FLOOR MUST MEET THE BUILDING FRONTAGE REQUIREMENT. ARCADES AT STREET LEVEL AND TERRACING OF BUILDING FACADES ABOVE THE SECOND FLOOR ARE ENCOURAGED.

BUILDINGS WITH FRONTAGE ON A PRIMARY STREET SHALL ORIENT FRONT FACADES PARALLEL TO THE PRIMARY STREET.

ALIGN THE BUILDING FRONT FACADE WITH ADJACENT BUILDINGS TO PROMOTE VISUAL CONTINUITY FROM THE PUBLIC RIGHT-OF-WAY, UNLESS SITE OR USE CONSTRAINTS ARE PROHIBITIVE.

BUILDINGS SHALL HAVE A CLEARLY DEFINED PRIMARY PEDESTRIAN ENTRANCE AT STREET LEVEL.

MAXIMUM IMPERVIOUS COVERAGE. THE TOTAL LOT COVERAGE SHALL NOT EXCEED 80% IMPERVIOUS. TOTAL SITE - 52,023 SF | TOTAL IMPERVIOUS - 32,500 SF (63%) | TOTAL PERVIOUS - 20,023 SF (37%)

# BUILDING HEIGHTS

THE MINIMUM BUILDING HEIGHT SHALL BE 25 FEET OR TWO STORIES WHILE THE MAXIMUM BUILDING HEIGHT ON ALL BUILDINGS SHALL BE 45 FEET OR 4 STORIES.

# 1001.065 SUBD. 3 (8) + 1001.19 PARKING -

RETAIL STORES. FIVE SPACES FOR EACH 1,000 SQUARE FEET OF FLOOR AREA.

- 5,000 SF PROPOSED RETAIL = 25 PARKING SPACES

RESTAURANT, CAFÉ, BAR. ONE SPACE FOR EACH 2.5 SEATS BASED ON DESIGN CAPACITY AND 1 SPACE PER EMPLOYEE BASED ON LARGEST WORKING SHIFT OR AS DETERMINED BY THE BUSINESS PLAN AND APPROVED BY THE CITY.

- 85 PROPOSED SEATS = 34 PARKING SPACES | 6 EMPLOYEES = 6 PARKING SPACES (40 TOTAL PARKING SPACES)

MULTI-FAMILY RESIDENTIAL. TWO PARKING SPACES PER UNIT, 1 MUST BE ENCLOSED, PLUS AN ADDITIONAL  $\frac{1}{2}$  PARKING SPACE PER EVERY 5 DWELLING UNITS FOR VISITORS.

- 4 PROPOSED UNITS = 8 PARKING SPACES | 4 SPACES ARE ENCLOSED

A REDUCTION OF UP TO 10% IN THE NUMBER OF REQUIRED OFF-STREET PARKING SPACES MAY BE APPROVED BY THE ZONING

ADMINISTRATOR IN THE CASE OF SHARED PARKING AREAS BETWEEN ABUTTING USES.
- 73 REQUIRED PARKING SPACES X 10% = 7 PARKING SPACES REDUCED

ON-STREET PARKING SHALL COUNT TOWARDS REQUIRED PARKING.
- 7 ON STREET PARKING SPACES PROPOSED

PARKING COUNTS: 66 REQUIRED PARKING SPACES (3 ADA STALLS) - 66 PARKING SPACES PROPOSED (3 ADA STALLS PROPOSED)



7 PARKING

STALLS

OUTDOOR

PATIO

1st FLOOR -RETAIL OR OFFICE - 5000 SF

<u>2ND FLOOR -</u> MULTI-FAMILY RESIDENTIAL -

(25 PARKING STALLS)

**5000 SF - 4 UNITS** 

8 PARKING STALLS)

RESTAURANT/CAFE - 2700 SF - 85 SEATS

(40 PARKING STALLS)





-2' GRADE CHANGE

STREET LEVEL

TRANSITION FROM RAISED BUILDING LEVEL DECK TO



Stantec

7208 West 80th Street, Suite 201 Overland Park, KS 66204 Tel. 913-905-3415

# Copyright Reserved

www.stantec.com

The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing - any errors or omissions shall be reported to Stantec without delay.

The Copyrights to all designs and drawings are the property of Stantec. Reproduction or use for any purpose other than that authorized by Stantec is forbidden.

Consultants

Legend

FLOODWAY

FLOODPLAIN

-- PROPERTY BOUNDARY

Notes

Revision

By Appd. YY.MM.DD

Issued

By Appd. YY.MM.DD

Dwn. Chkd. Dsgn. YY.MM.DD

Client/Project

City of Dayton, MN

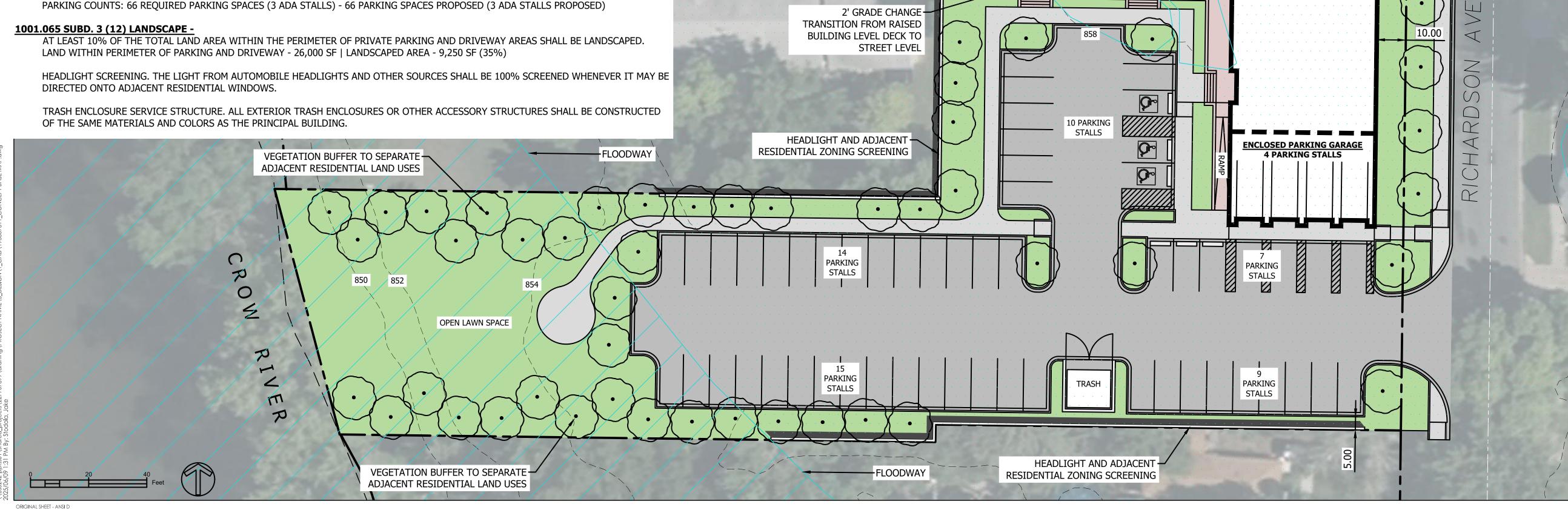
Lent Property Area Concept Plan

Dayton, MN

...

CONCEPT PLAN

Project No. 227707899  Drawing No.	Scale Sheet	Revision
 L102	2 of 3	0



REFSLAND PROPERTY

--- 858

Meeting Date: Oct 21, 2025 Item Number: 6A



#### ITEM:

Discussion – Balsam Lane Streetscape

#### **APPLICANT/PRESENTER:**

Tim Huttner, EDA Chair

#### **PREPARED BY:**

Jon Sevald, Executive Director

## POLICY DECISION / ACTION TO BE CONSIDERED:

TBD.

#### **BACKGROUND:**

In 2016, the EDA considered a Balsam Streetscape plan. The concept plan included monument signage at the north and south end of Balsam, and trees on both sides of the street. The 2017 approved project included a monument sign on the north end. The project was funded (\$400,000) through Tax Increment Financing (TIF) as part of the Sand Companies project. Monument signs were not installed.

#### **CRITICAL ISSUES:**

None.

#### **RELATIONSHIP TO COUNCIL GOALS:**

Maintain and Enhance the Natural and Rural Community Connection

• Promote Dayton's unique identity and community cohesion.

# **BUDGET IMPACT:**

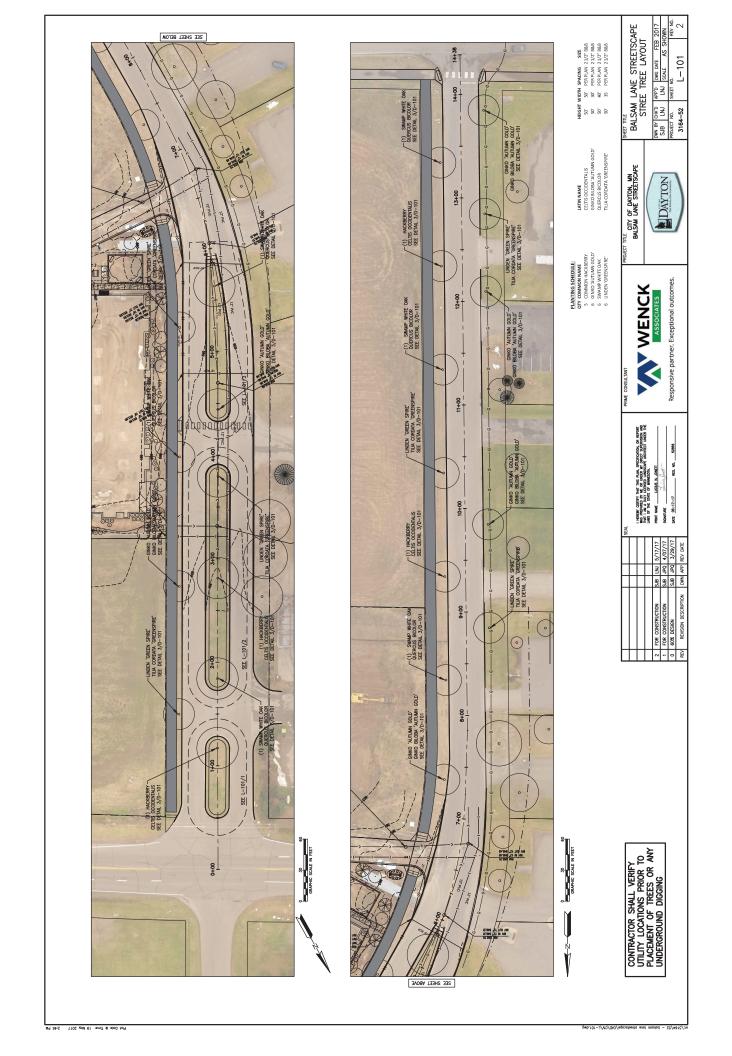
TBD

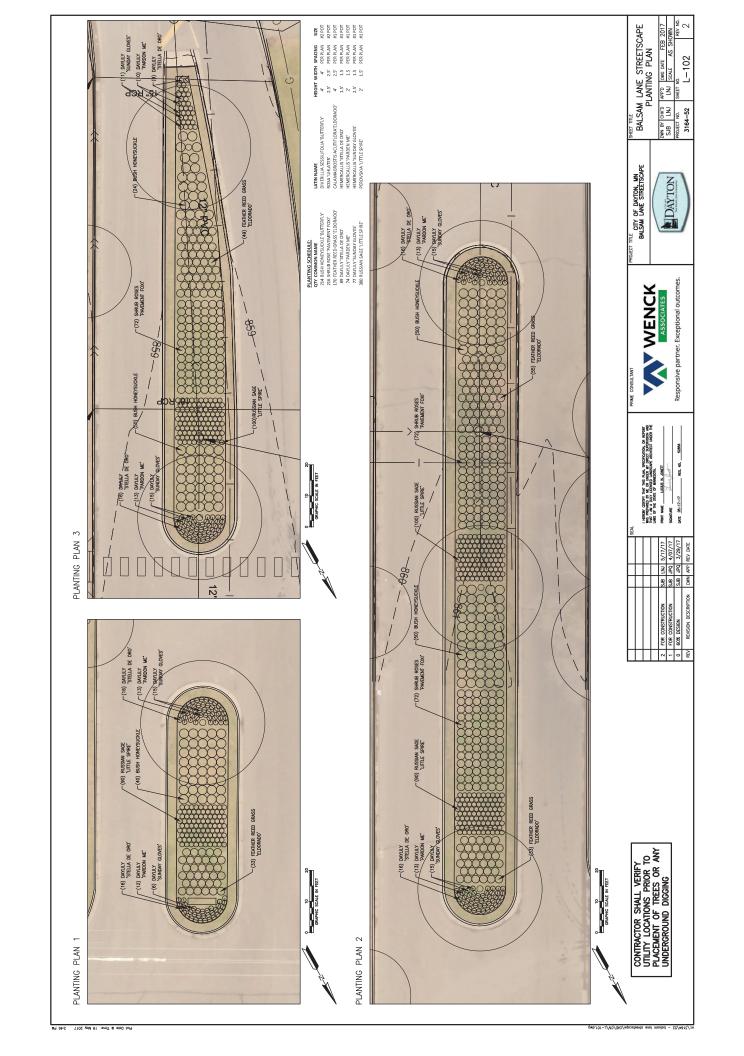
#### ATTACHMENT(S):

Balsam Lane Streetscape (2017)



Review Balsam Lane Streetscape Options (March 29, 2017 staff report).





Meeting Date: Oct 21, 2025 Item Number: 6B



#### ITEM:

Hennepin County Love Local Storefronts Grant

#### **APPLICANT/PRESENTER:**

Jon Sevald, Executive Director

#### **PREPARED BY:**

Jon Sevald, Executive Director

## **POLICY DECISION / ACTION TO BE CONSIDERED:**

None.

#### **BACKGROUND:**

On October 2, 2025, the Hennepin County Housing and Economic Development Department solicited a Request for Applications from cities to apply for up to \$50,000 in grants to reimburse property owners for façade improvements and other qualifying expenses.

Staff submitted a grant application for \$50,000 for storefront façade improvements in Old Town and along Balsam Lane. There is a 1:1 match (owner or EDA). Reimbursement is up to \$15,000 per property owner. Occupied or leased storefronts qualify.

Hennepin County will award grants to cities in January 2026.

#### **CRITICAL ISSUES:**

None.

# **RELATIONSHIP TO COUNCIL GOALS:**

Maintain and Enhance the Natural and Rural Community Connection

Promote Dayton's unique identity and community cohesion.

#### **BUDGET IMPACT:**

None.

#### **ATTACHMENT(S):**

None.