AGENDA

CITY OF DAYTON, MINNESOTA

12260 S. Diamond Lake Road, Dayton, MN 55327 Tuesday, January 23, 2024

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
	CONSENT AGENDA These routine or previously discussed items are enacted with
6:35	one motion
	A. Approval of Council Meeting Minutes of January 09, 2024
	B. Approval of Payment of Claims for January 23, 2024
	C. Approval of Amended EDA Bylaws
	D. Approval of Ordinance 2024-02; Amended Fee Schedule 2024
	E. Approval of Pay request 3 for Well Head Treatment
	F. Approval of Purchasing a Woodchipper
	G. Approval to Remodel the Fire Department Office
	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
6:40	back to staff
6:50	STAFF, CONSULTANT AND COUNCIL UPDATES
	COUNCIL BUSINESS
	New Business
7:00	H. Spanier Concept Plan
7:15	 I. Resolution 04-2024; Granting Approval of Final Plat and Developers Agreement for Brayburn Trails East 1st Phase
7:35	J. Lucero Concept Plan
7:55	K. Parkway Neighborhood Revised Concept Plan
8:15	L. Award Contract for the Dayton HMGP Generator
	Action Items
8:30	M. Change Order Number 1 for Well Head Treatment
8:40	<u>ADJOURNMENT</u>

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.

COUNCIL MEETING JANUARY 9, 2024 6:30 P.M. PAGE 1 OF 5 CITY OF DAYTON, MINNESOTA 12360 SO. DIAMOND LAKE ROAD HENNEPIN/WRIGHT COUNTIES

Mayor Fisher called the public meeting to order at 6:30 p.m.

PRESENT: Mayor Dennis Fisher, David Fashant, Travis Henderson, Scott Salonek, and Matt Trost

ABSENT:

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

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

MOTION: Motion was made by Councilmember Henderson, seconded by Councilmember Fashant to approve the agenda items, as presented. Motion carries unanimously.

CONSENT ITEMS:

- **A.** Approval of Council Meeting Minutes of December 27, 2023
- **B.** Approval of Payment of Claims for January 9, 2024
- **C.** Approval of Resolution 01-2024; Official Depositories, Newspaper and Bank Signatories
- **D.** Approval of Resolution 03-2024; Designating Precinct Locations
- **E.** Approval of Letter of Credit Reduction for Riverwalk 2nd Addition
- F. Approval of Letter of Credit Release for Pineview Meadows

Fashant made a correction to the Minutes from the December 27, 2023 Meeting. His Motion was to follow the League of Minnesota Cities' Guidelines.

MOTION: Motion was made by Councilmember Fashant, seconded by Councilmember Trost, to approve the Consent Agenda as presented. The motion carries unanimously.

OPEN FORUM:

No one came forward for Open Forum.

STAFF, CONSULTANT AND COUNCIL UPDATES:

Doud stated that he will be out of the office after tomorrow morning but will be available by call or text. City offices are closed on Monday, January 15, 2024, for the Martin Luther King Holiday. There are some old maps available to anyone who wants them. Whatever is not spoken for will be disposed of. There will be a City Council Work Session on February 13, 2024, at 5:00 p.m. The topics will be 110, "rural feel", Comp Plans, and goals.

COUNCIL MEETING JANUARY 9, 2024 6:30 P.M. PAGE 2 OF 5 CITY OF DAYTON, MINNESOTA 12360 SO. DIAMOND LAKE ROAD HENNEPIN/WRIGHT COUNTIES

Benting stated that elections begin next Friday with absentee voting here at City Hall. January 19th is 46 days before the Presidential Primary, which will take place on March 5, 2024.

Farrell stated that the base slab has been poured for the Wellhead Treatment Plant. The wall forms are set. The rebar is going in. The walls should be poured on Thursday of this week. Trost asked if the project is ahead, behind, or on schedule. The answer is on schedule.

Farrell stated that regarding parks, the hope is to make some ice over the next couple of weeks.

Hendrickson stated that the "truck committee" had an opportunity to conduct our "preconstruction meeting" in Appleton. There will be another meeting midway through the process. There are approximately 3,000 trucks ahead of ours.

Hendrickson stated that the interviews for the Assistant Fire Chief position will be conducted next Tuesday.

Enga stated Officer David Johnson will begin his Military Leave on January 17, 2024. Officer Johnson as requested that Enga pass on his gratitude toward the City Council for their support.

Salonek stated that he'd like to get several things taken care of that have been sitting on the shelf for a long period of time. Doud stated that 2024 will be a very busy year.

Fisher stated that it has been discovered that the massive signs are already in violation of our Sign Ordinance, and letters need to be sent. Doud stated that he would task Sevald and Leonhardt with taking care of that.

Fashant stated that he saw an email that the League of Minnesota Cities sent. A Day on the Hill is coming up on March 7, 2024. Fashant would like to attend, and he encouraged others to attend as well.

Trost stated the Fire Relief voted to start the process to dissolve as of February 29, 2024.

Trost stated that he has investigated plow gates, and they are not as expensive as expected. They are approximately \$30,000 a piece, depending on the truck and one City made them from scratch for about \$5,000.

Trost asked Staff if they have looked into the Republic Service complaint email and asked if the citizen has been contacted. The answer is yes. Benting stated that the entire area was missed, and it was characterized as a new driver error. The new driver will be getting new training, and it will not be an issue going forward.

COUNCIL BUSINESS

Action Items:

G. Resolution 02-2024; Official Appointments/Designations

Benting asked if Council would like to keep the Resolution exactly the same. Fisher asked if any Councilmember would like to make any changes. The answer was no. Doud stated that Salonek was designated to attend the Metro Cities Meetings last year. Salonek did not attend. The meetings set for the third Thursdays of April, July, August, September, and November from 9:20 – 11:30 a.m. The City pays \$3,400 per year for the membership. There was consensus to keep the membership. Fashant agreed to be the designated attendee for the Council.

There was some discussion regarding the EDA.

<u>MOTION</u>: Motion was made by Councilmember Trost seconded by Councilmember Salonek to approve Resolution 02-2024; Official Appointments/Designations. Motion carries unanimously.

H. Personnel Policy Update

Doud stated that there is a needed change and an additional change that was suggested at the last meeting, related to the Military Leave Policy. Both updates were provided to the Councilmembers. One additional update needs to be added. The Juneteenth Holiday will be added.

There was discussion regarding pay for Military Leave.

<u>MOTION</u>: Motion was made by Councilmember Henderson, seconded by Councilmember Trost, to approve the Personnel Policy Update with the Juneteenth Holiday Amendment. The motion carries unanimously.

I. River Road Ditch Stabilization Project

Quisberg came forward and stated that this project includes improvements to a ravine between Dayton River Road and the Mississippi River. The ravine is between the properties located at 16630 and 16750 Dayton River Road. The project will include the removal of dead debris and cleaning up the channel. Rock will be placed along the shore (a process called armoring) of the embankment so that the shore doesn't continue to erode. The County completed a project further upstream and began the stabilization process but failed to complete it. This prompted the City to complete the project all the way to the Mississippi River.

The project cost is estimated at approximately \$105,000. Hennepin County Grant money of \$32,000, Elm Creek Watershed money of \$50,000 and City of Dayton money of \$23,000 will be used to fund the project.

There was additional discussion regarding funding.

There was consensus to spend \$85,000 only, requiring no money from the City.

Henderson asked what the timeline should be for completion of the project. Quisberg stated that it all depends on how long it takes to stockpile the needed supplies. An educated guess, assuming the scheduling comes together, this should be a two-week project.

<u>MOTION</u>: Motion was made by Councilmember Salonek, seconded by Councilmember Fashant, to approve the River Road Ditch Stabilization Project for no more than a total of \$85,000. The motion carries unanimously.

J. Ordinance 2024-01; Adopting City Fees and Escrow Schedule

Doud stated that he would go through the fee schedule, and he will address any questions that Councilmembers may have.

There were questions regarding the Rental Housing License Rate. Doud stated that it is high because the City has never adjusted the Rental Housing License Fee in a very long time. This rate is actually fairly low by comparison. There are multiple communities who charge \$500 per year. More policing typically happens in rental housing, multiple inspections must take place, and there is consider costs involved in tracking them. Currently, the City is losing a lot of money through rental housing.

There was additional discussion regarding alcohol and tobacco checks. Enga requested that cannabis be added to the list. If the first check is failed, there will be a \$500 fee accessed. If the second check is failed, a \$1,500 fee will be accessed. If a third check is failed, the license will be revoked.

To review homeowners deck building projects, it cost the City approximately \$260. Fisher does not want to increase the fee. Fashant suggested \$275, and Council agreed.

Trost asked for clarification as to the definition of a "dangerous dog." Enga stated that after the first bite, a dog can be deemed "potentially dangerous." After the second bite, the dog is considered a "dangerous dog."

Trost asked why there are not changes to the Fire Inspection Fees. Hendrickson stated that he has not had time to review them. Hendrickson would like to add some personnel fees, and apparatus cost per hour. If there is a hazardous materials incident, it should be charged back to the responsible party. As we gain additional staff, Hendrickson will be able to review these fees.

There was discussion regarding wells, holding ponds and irrigation.

COUNCIL MEETING JANUARY 9, 2024 6:30 P.M. PAGE 5 OF 5 CITY OF DAYTON, MINNESOTA 12360 SO. DIAMOND LAKE ROAD HENNEPIN/WRIGHT COUNTIES

There was discussion regarding the Plan Check Fee. Dayton's current fee is set at 25%, and all of the surrounding communities are set at 65%. Dayton was at 65% until 2022. It was adjusted, based on the litigation that was going on at the time. The adjustment was also used to compensate for the high volume of building at the time. In 2023, the City lost money on building permits. There was consensus to change from 25% to 65%.

Doud stated that there is an update on the litigation. There is a hearing next week. Doud will provide an update after the hearing.

<u>MOTION</u>: Motion was made by Councilmember Fashan, seconded by Councilmember Salonek, to approve Ordinance 2024-01; Adopting City Fees and Escrow Schedule as discussed. The motion carries unanimously.

<u>ADJOURNMENT</u>	
Fisher declared the meeting adjourned at 7:47 p.m.	
Respectfully Submitted,	
Sandra Major, Recording Secretary TimeSaver Off Site Secretarial, Inc.	
Approved:	Attest: Amy Benting

Payments to be approved at City Council Meeting January 23, 2024

			Totals
Claims Roster 01-23-2024		\$	780,872.72
Prepaid 1-05-2024 FB		\$	2,386.69
Prepaid 01-18-2024 EB		\$	87,004.77
	Total Daymanta		070 004 40
	Total Payments:	Þ	870,264.18
FD Payroll 1-5-2024 FD		\$	8,937.34
Payroll 1-18-2024 Bi-Weekly 02		\$	82,280.48

Check # sequence to be approved by City Council from meeting date of 01/23/2024:

Checks # 076133-076208

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INVOICE REGISTER REPORT FOR CITY OF DAYTON MN EXP CHECK RUN DATES 01/23/2024 - 01/23/2024

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date	
548427 40437	A-1 OUTDOOR POWER INC PARKS; OPERATING SUPPLIES	01/10/2024 CHOYT	01/23/2024	120.68	120.68	Open	N 01/10/2024	
	101-45200-50210 PAR	RKS; OPERATING SUPPLIE	S	120.68				
20142726 40445	ALLSTREAM CH; PHONE SVCS/FAX DEC-JAN 202	01/10/2024 4 CHOYT	01/23/2024	986.53	986.53	Open	N 12/31/2023	
	101-41810-50321 CH	PHONE SVCS/FAX DEC-J	AN 2024	986.53				
5636 40576	AL'S FAN BALANCING SERVICES, L: PW; REPAIR/MAINT. BALANCED WEL:		01/23/2024	360.00	360.00	Open	N 12/31/2023	
		REPAIR/MAINT. BALANC	ED WELL #4	360.00				
01/11/2024 40521	ANDERSEN, PAULINA UB refund for account: 3933	01/11/2024 CHOYT	01/23/2024	67.42	67.42	Open	N 01/11/2024	
		CHOYT EDIT FORWARD		67.42			01/11/2024	
290370								
40571	ARCHIVESOCIAL INC. SOCIAL MEDIA ARCHIVING SUBSCRI	01/17/2024 PTION CHOYT	01/23/2024	4,188.00	4,188.00	Open	N 01/17/2024	
	101-41820-50205 SOC	CIAL MEDIA ARCHIVING S	UBSCRIPTION	4,188.00				
2023 ROW REI								
40543	ARVIG 2023 ROW ESCROW RELEASE; 15050	01/12/2024 117TH CHOYT	01/23/2024	3,000.00	3,000.00	Open	N 12/31/2023	
		23 ROW ESCROW RELEASE;	15050 117TH AVE	3,000.00			12, 31, 2023	
DEC 2023 S								
40463	BANK FEE-ADJ	12/29/2023	12/29/2023	25.00	0.00	Paid	Y 12/29/2023	
	SCANNER; DEC 2023 101-41500-50309 SCA	DBRUNETTE ANNER; DEC 2023		25.00			12/29/2023	
DEC 2023 C								
40465	BANK FEE-ADJ	12/29/2023	12/29/2023	25.00	0.00	Paid	Y	
	CASH MGMT; DEC 2023 101-41500-50309 CAS	DBRUNETTE SH MGMT; DEC 2023		25.00			12/29/2023	
2523301								
40421	BEAUDRY PW; UNLEADED 87 - 696.50	01/04/2024 CHOYT	01/23/2024	1,579.66	1,579.66	Open	N 12/31/2023	
		UNLEADED 87 - 696.50		1,579.66			12/31/2023	
2523300								
40422	BEAUDRY PW; ULS DYED KODIAK PLUS 50/50-	01/04/2024 - CHOYT	01/23/2024	991.44	991.44	Open	N 12/31/2023	
	•	ULS DYED KODIAK PLUS	50/50- 322.00	991.44			12,01,2023	

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2536503 40572	BEAUDRY PW; ULS DYED KODIAK PLUS 50/50 -	01/17/2024 CHOYT	01/23/2024	1,574.05	1,574.05	Open	N 01/17/2024
	101-43100-50212 PW; U	JLS DYED KODIAK PLUS	50/50 - 509.40	1,574.05			
2536505 40573	BEAUDRY PW; UNLEADED 87 -578.10	01/17/2024 CHOYT	01/23/2024	1,278.76	1,278.76	Open	N 01/17/2024
	101-43100-50212 PW; U	INLEADED 87 -578.10		1,278.76			
0721415-IN 40494	BLACKBURN MANUFACTURING CO PW; OPERATING SUPPLIES	01/11/2024 CHOYT	01/23/2024	156.36	0.00	Paid	Y 12/31/2023
	•	PERATING SUPPLIES		156.36			12,01,2020
036528 40537	CAMPION, BARROW & ASSOCIATES, INC PD; CONTRACT SERVICES-TESTING	C 01/11/2024 CHOYT	01/23/2024	455.00	455.00	Open	N 12/31/2023
		CONTRACT SERVICES-TE	STING	455.00			12/31/2023
01/11/2024 40516	CARLSON, DAVID & BECKY UB refund for account: 1908	01/11/2024 CHOYT	01/23/2024	113.07	113.07	Open	N 01/11/2024
		T FORWARD		113.07			01/11/2024
01/03/2024 40462	CENTERPOINT ENERGY PD/PW FACILITY; 10662228-5 DEC 20 101-43100-50383 PW FA	01/10/2024 023 CHOYT CILITY; 10662228-5	01/23/2024	4,725.18 2,362.59	4,725.18	Open	N 12/31/2023
		CILITY; 10662228-5		2,362.59			
01/03/2024 B 40464	CENTERPOINT ENERGY RH WELLHOUSE; 11429952-2 DEC 2023		01/23/2024	23.87	23.87	Open	N 12/31/2023
	601-49400-50383 RH WE	LLHOUSE; 11429952-2	DEC 2023	23.87			
12/26/2023 40475	CENTERPOINT ENERGY 8000014132-7 GAS SVCS NOV 2023 101-43100-50383 PW; 5	01/10/2024 CHOYT 8888628-4	01/23/2024	905.57 254.89	0.00	Paid	Y 12/31/2023
	101-41810-50383 CH; 5 101-41910-50383 AC; 5	895786-1 895789-5 895789		306.55 256.37 87.76			
84656	22, 9						
40426	CENTRAL HYDRAULICS, INC PW; REPAIR/MAINT 101-43100-50220 PW; R	01/04/2024 CHOYT REPAIR/MAINT	01/23/2024	73.32 73.32	73.32	Open	N 12/31/2023
05000	101 43100-30220 PW; R	MENTAL MATINI		13.34			
85293 40561	CENTRAL HYDRAULICS, INC PW; REPAIR/MAINT	01/16/2024 CHOYT	01/23/2024	969.91	969.91	Open	N 01/16/ 9 024

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	101-43100-50220	PW; REPAIR/MAINT		969.91			
00777261 40483	CENTURY COLLEGE FD; CEU PROGRAM OCT-DEC 202 101-42260-50208	01/10/2024 3 CHOYT FD; CEU PROGRAM OCT-DEC	01/23/2024	2,242.50 2,242.50	2,242.50	Open	N 12/31/2023
1753516010101 40451	CHARTER COMMUNICATIONS PD; FAX/ DEC 2023 101-42120-50320	01/10/2024 CHOYT PD; FAX/ DEC 2023	01/23/2024	15.00 15.00	15.00	Open	N 12/31/2023
1753379011221	123						
40476	CHARTER COMMUNICATIONS CH; INTERNET 101-41820-50308	01/10/2024 CHOYT CH; INTERNET	01/23/2024	542.00 542.00	0.00	Paid	Y 01/10/2024
1753375010107							
40554*	CHARTER COMMUNICATIONS CH; INTERNET JAN-FEB 2024	01/12/2024 CHOYT	01/23/2024	310.01	310.01	Open	N 01/12/2024
	101-41820-50308 101-41910-50321 101-42260-50320 601-49400-50321 101-42260-50320	CH; INTERNET AC; INTERNET FD 1; INTERNET RH WELLHOUSE; INTERNET FD 2; INTERNET		199.98 (109.98) 97.00 89.98 33.03			
0102404011224		15 0, 1111111111					
40581	CHARTER COMMUNICATIONS PD/PW; INTERNET JAN 2024	01/17/2024 CHOYT	01/23/2024	359.93	359.93	Open	N 01/17/2024
	101-42120-50320 101-43100-50321	PD; INTERNET PW; INTERNET		179.97 179.96			
01/11/2024 40518	CHRISTINE ANN LANNING UB refund for account: 3830	01/11/2024 CHOYT	01/23/2024	76.78	76.78	Open	N 01/11/2024
	601-00000-15550	CREDIT FORWARD		76.78			01/11/2021
4179371212 40536	CINTAS	01/11/2024 T CHOYT	01/23/2024	172.32	172.32	Open	N 01/11/2024
	PW; UNIFORMS AND REPLACEMEN 101-43100-50217	PW; UNIFORMS AND REPLAC	EMENT	172.32			01/11/2024
4179988915							
40540	CINTAS PW; UNIFORMS	01/11/2024 CHOYT	01/23/2024	136.32	136.32	Open	N 01/11/2024
	101-43100-50217	PW; UNIFORMS		136.32			_
01/08/2024 PA 40524	ARK CITY OF ANOKA 22-393200-01 CENTRAL PARK;	01/11/2024 DEC 2023 CHOYT	01/23/2024	214.34	214.34	Open	N 12/31/2023
	101-45200-50381	22-393200-01 CENTRAL PA	RK; DEC 2023	214.34			10

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date	
01/08/2024 S 40525	CITY OF ANOKA 22-393400-00 SDLR SIREN; DEC 2023	01/11/2024 CHOYT	01/23/2024	23.50	23.50	Open	N 12/31/2023	
		00-00 SDLR SIRE	N; DEC 2023	23.50			,,	
01/08/2024 C 40526	CH CITY OF ANOKA 22-396000-01 CH; DEC 2023	01/11/2024 CHOYT	01/23/2024	900.67	900.67	Open	N 12/31/2023	
	101-41810-50381 22-39600	00-01 CH; DEC 2	023	900.67				
01/08/2024 S 40527	CITY OF ANOKA 22-990002-01 STREET LIGHTS; DEC 202	01/11/2024 3 CHOYT	01/23/2024	490.50	490.50	Open	N 12/31/2023	
		02-01 STREET LI	GHTS; DEC 2023	490.50			12/31/2023	
01/08/2024 F 40528	CITY OF ANOKA	01/11/2024	01/23/2024	98.28	98.28	Open	N 01 (11 (0004	
	22-396030-00 BALSAM LANE PED; DEC 101-43100-50230 22-39603	CHOYT 30-00 BALSAM LAI	NE PED; DEC 2023	98.28			01/11/2024	
2022 ROW REI	EASE		·					
40545	CITY OF ANOKA 2022 ROW ESCROW RELEASE;13610 BALSA	01/12/2024 M CHOYT	01/23/2024	3,000.00	3,000.00	Open	N 12/31/2023	
	421-00000-22100 2022 ROT	W ESCROW RELEAS	E;13610 BALSAM LN	3,000.00				
0027990 40553	CITY OF MONTICELLO PD; ANIMAL CONTROL NOV-DEC 2023	01/12/2024 CHOYT	01/23/2024	388.00	388.00	Open	N 12/31/2023	
	·	MAL CONTROL NOV	-DEC 2023	388.00			12/31/2023	
24-170798 40449	COLLINS BROTHERS TOWING OF ST.CLOUD PD; TOW/ 2004 BUICK LASABRE-BLUE	01/10/2024 CHOYT	01/23/2024	175.00	175.00	Open	N 01/10/2024	
	·	CELLANEOUS REVE	NUES-TOW	175.00			01/10/2021	
1039 40507	CONFITREK, INC	01/11/2024	01/23/2024	960.00	960.00	Open	N 01/11/2024	
	PD; CONTRACT SERVICES BLUE RENEWAL 101-42120-50308 PD; CONTRACT SERVICES BLUE RENEWAL	CHOYT FRACT SERVICES 1	BLUE RENEWAL	960.00			01/11/2024	
2023 ROW REI	ÆASE							
40546	CONNEXUS ENERGY 2023 ROW ESCROW RELEASE; CONNEXUS	01/12/2024 CHOYT	01/23/2024	10,000.00	10,000.00	Open	N 12/31/2023	
	421-00000-22100 2023 ROT	W ESCROW RELEAS	E; CONNEXUS ENERGY	10,000.00				
T457298 40530	CORE & MAIN PW; METERS	01/11/2024 CHOYT	01/23/2024	9,773.06	9,773.06	Open	N 01/11/2024	
	601-49400-50259 PW; METI			9,773.06			01/11/2024	

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INVOICE REGISTER REPORT FOR CITY OF DAYTON MN EXP CHECK RUN DATES 01/23/2024 - 01/23/2024

P CHECK RUN DATES 01/23/2024 - 01/23/2024 BOTH JOURNALIZED AND UNJOURNALIZED

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
U208981 40552	CORE & MAIN PW; IMPROVEMENTS OTHER THAN		01/23/2024	50,000.00	50,000.00	Open	N 01/12/2024
	601-49400-50530 602-49400-50530	PW; IMPROVEMENTS OTHER TO PW; IMPROVEMENTS OTHER TO		25,000.00 25,000.00			
16411922/1 40500	CORNERSTONE PW; REPAIR/MAINT 2021 DODGE	01/11/2024 #2103 CHOYT	01/23/2024	1,610.14	1,610.14	Open	N 01/11/2024
	101-42120-50220	PW; REPAIR/MAINT 2021 DO	DDGE #2103	1,610.14			
16411417/1 40535	CORNERSTONE PD; REPAIR/MAINT 2019 DODGE		01/23/2024	7,558.64	7,558.64	Open	N 01/11/2024
	101-42120-50220	PD; REPAIR/MAINT 2019 DO	DDGE #719	7,558.64			
01/11/2024 40520	CTW GROUP INC. UB refund for account: 6452	01/11/2024 CHOYT	01/23/2024	10.74	10.74	Open	N 01/11/2024
	601-00000-15550	CREDIT FORWARD		10.74			01/11/2021
100X07936003 40411	CULLIGAN, INC AC; WTR SOFTNER RENTAL-JAN	01/04/2024 2024 CHOYT	01/23/2024	39.35	39.35	Open	N 01/04/2024
		AC; WTR SOFTNER RENTAL-	JAN 2024	39.35			01/04/2024
100x07935807		24 / 24 / 22 24	0.1 /0.0 /0.0 0	100.15	100.15		
40412	CULLIGAN, INC CH; WTR SOFTNER RENTAL 2024	01/04/2024 CHOYT	01/23/2024	120.15	120.15	Open	N 01/04/2024
	101-41810-50220	CH; WTR SOFTNER RENTAL/S	SUPPLIES	120.15			
100X07935906 40413	CULLIGAN, INC PW; WTR SOFTNER RENTAL/SALT	01/04/2024 -JAN 2024 CHOYT	01/23/2024	40.00	40.00	Open	N 01/04/2024
		PW; WTR SOFTNER RENTAL/S	SALT	40.00			
100X07952109 40493	CULLIGAN, INC PD/PW; FILTERATION SVC- JAN	01/10/2024 2024 CHOYT	01/23/2024	111.30	111.30	Open	N 01/10/2024
	101-42120-50220 101-43100-50220	PD; FILTERATION SVC- JAN PW; FILTERATION SVC- JAN		55.65 55.65			0171072021
TIF 16 2ND HA 40468	DAYTON HOUSING GROUP LLC	01/10/2024	01/23/2024	16,030.91	16,030.91	Open	N
	TIF 16 PAYMENTS; 2ND HALF 2 435-41900-50605	023	LF 2023	16,030.91			12/31/2023
FEB 2024							
40538	DEARBORN NATIONAL LIFE INSURANCE-FEB 2024 101-00000-21780	01/11/2024 CHOYT LIFE INSURANCE-FEB 2024	01/23/2024	361.78 361.78	361.78	Open	N 01/11/2024
	101-00000-21/00	LIFE INSURANCE-FEB 2024		301.70			12

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Inv Num Inv Ref#	Vendor Description GL Distribution		n Date Tered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
117517736 40492	DEERE & COMPANY PW; OTHER EQUIPMENT QUOTE 2	9362149 CHC		01/23/2024	13,284.81	13,284.81	Open	N 12/31/2023
	401-43100-50580	PW; OTHER EQ	QUIPMENT QUOTE	29362149	13,284.81			
04156-1 40490	DESIGN ELECTRIC, INC PW; REPAIR/MAINT CLAIM#2360		/10/2024 DYT	01/23/2024	8,917.00	0.00	Paid	Y 12/31/2023
	101-43100-50220	PW; REPAIR/M	MAINT CLAIM#23	605942Q	8,917.00			
0135095-IN 40425	EARL F ANDERSON INC		/04/2024	01/23/2024	520.00	520.00	Open	N 01/04/2024
	PW; GREEN CHANNEL POST 101-43100-50224	CHC PW; GREEN CH			520.00			01/04/2024
978297								
40486	ECM PUBLISHERS, INC PHN; 2040 STAGING PLAN	01/ CHC	/10/2024 DYT	01/23/2024	360.00	360.00	Open	N 12/31/2023
	101-41110-50352	PHN; 2040 ST	raging plan		360.00			
978296 40487	ECM PUBLISHERS, INC LEGAL NOTICE PH ZONING	CHC		01/23/2024	306.00	306.00	Open	N 01/10/2024
	411-43100-50351-6180	LEGAL NOTICE	E PH ZONING		306.00			
978295 40488	ECM PUBLISHERS, INC LEGAL NOTICES 16361 DAYTON		/10/2024 DYT	01/23/2024	99.00	99.00	Open	N 01/10/2024
	411-43100-50351-6192	LEGAL NOTICE	ES 16361 DAYTO	N AVE/1854	99.00			
979215 40489	ECM PUBLISHERS, INC PHN; 2023-10 SUMMARY 101-41110-50352	01/ CHC PHN; 2023-10		01/23/2024	99.00	99.00	Open	N 01/10/2024
10-987091								
40436	ECONO SIGNS LLC PW; STREET SIGNS	01/ CHC	/10/2024 DYT	01/23/2024	562.51	562.51	Open	N 12/31/2023
	101-43100-50224	PW; STREET S	SIGNS		562.51			
01/10/2024 40567	ELK RIVER MUNICIPAL UTILITI ELECTRIC SVC; DEC 2023	CHC		01/23/2024	1,544.64	1,544.64	Open	N 12/31/2023
	101-43100-50230 101-41910-50381 101-42260-50381	PW; ST LGT 3 AC; 3831 FD; 3831	3763		393.00 128.79 128.80			
	602-49400-50381 602-49400-50381 601-49400-50381	PW; CSAH 12 PW; DAY LIFT PW; WELL #1	Г 3958		79.11 73.52 583.18			
	602-49400-50381 101-45200-50381	PW; DNR LIFT	Г 6634		110.24 48.00			13

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Inv Num Inv Ref#	Vendor Description GL Distribution		Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
335 40495	ELM CREEK WATERSHED 2024 MEMBER ASSESSMENT 415-41900-50300	2024 MEM	01/11/2024 CHOYT BER ASSESSMENT	01/23/2024	22,602.00	22,602.00	Open	N 01/11/2024
130766 40512	EMERGENCY APPARATUS FD; REPAIR/ENGINE #21		01/11/2024 CHOYT IR/ENGINE #21	01/23/2024	989.72	989.72	Open	N 01/11/2024
130491 40513	EMERGENCY APPARATUS FD; REPAIR/ENGINE #21 101-42260-50220	FD; REPA	01/11/2024 CHOYT IR/ENGINE #21	01/23/2024	2,307.05 2,307.05	2,307.05	Open	N 01/11/2024
36174 40551	ENDE SEPTIC SERVICE PW; BUILDINGS AND STRUCTURES 101-43100-50520		01/12/2024 CHOYT DINGS AND STRUCT	01/23/2024 PURES PUMP 2	325.00 325.00	325.00	Open	N 01/12/2024
FBN4914268 40432	ENTERPRISE FM TRUST MOTOR VEHICLES LEASING PROGR 401-42120-50550		12/06/2023 DBRUNETTE HICLES LEASING F	12/06/2023 PROGRAM DEC 2023	3,130.40 3,130.40	0.00	Paid	Y 12/06/2023
FBN4935292 40485	ENTERPRISE FM TRUST MOTOR VEHICLES LEASING PROGR 401-42120-50550		01/10/2024 CHOYT HICLES LEASING F	01/23/2024 PROGRAM JAN 2024	4,710.47 4,710.47	4,710.47	Open	N 01/10/2024
IN001-1789981 40415	FORCE AMERICA DISTRIBUTING L PW; REPAIR/MAINT SENSOR		01/04/2024 CHOYT IR/MAINT SENSOR	01/23/2024	668.87 668.87	668.87	Open	N 01/04/2024
IN200-1046639 40430	FORCE AMERICA DISTRIBUTING L PW; REPAIR/MAINT-UPGRADE UNI	Т	01/08/2024 CHOYT IR/MAINT-UPGRADE	01/23/2024 UNIT	1,016.72 1,016.72	1,016.72	Open	N 01/08/2024
001-1781560 40539	FORCE AMERICA DISTRIBUTING L PW; REPAIR/MAINT 101-43100-50220		01/11/2024 CHOYT IR/MAINT	01/23/2024	1,226.50 1,226.50	1,226.50	Open	N 12/31/2023
001-1783266 40541	FORCE AMERICA DISTRIBUTING L PW; REPAIR/MAINT 101-43100-50220		01/11/2024 CHOYT IR/MAINT	01/23/2024	90.88	90.88	Open	N 12/31/2023

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
01/11/2024 40522	GONZALEZ, GERARDO UB refund for account: 3541 601-00000-15550	01/11/2024 CHOYT CREDIT FORWARD	01/23/2024	2,408.48	2,408.48	Open	N 01/11/2024
3120335 40416	GOPHER STATE ONE-CALL BILLABLE TICKETS; DEC 2023 601-49400-50220 602-49400-50220	01/04/2024 CHOYT BILLABLE TICKETS; DEC 2023 BILLABLE TICKETS; DEC 2023		113.40 56.70 56.70	113.40	Open	N 12/31/2023
19345 40556	GUIDANCEPOINT TECHNOLOGIES PD; PROFESSIONAL SRVS 101-42120-50300	01/16/2024 CHOYT PD; PROFESSIONAL SRVS	01/23/2024	75.00 75.00	75.00	Open	N 01/16/2024
19338 40557	GUIDANCEPOINT TECHNOLOGIES CH; PROFESSIONAL SRVS 101-41820-50300	01/16/2024 CHOYT CH; PROFESSIONAL SRVS	01/23/2024	75.00 75.00	75.00	Open	N 01/16/2024
13866581 40423	HACH COMPANY INC PW; ALKALINE CYANIDE 601-49400-50210	01/04/2024 CHOYT PW; ALKALINE CYANIDE	01/23/2024	29.85 29.85	29.85	Open	N 12/31/2023
13856775 40474	HACH COMPANY INC PW; CHEMICALS 601-49400-50210	01/10/2024 CHOYT PW; CHEMICALS	01/23/2024	296.33 296.33	296.33	Open	N 01/10/2024
6662633 40514	HAWKINS, INC PW; CHEMICALS 601-49400-50216	01/11/2024 CHOYT PW; CHEMICALS	01/23/2024	3,836.21 3,836.21	3,836.21	Open	N 01/11/2024
6664814 40558	HAWKINS, INC PW; CHEMICALS 601-49400-50216	01/16/2024 CHOYT PW; CHEMICALS	01/23/2024	20.00	20.00	Open	N 01/16/2024
1000217100 40453	HENNEPIN COUNTY PD; RADIO LEASE- DEC 2023 101-42120-50320	01/10/2024 CHOYT PD; RADIO LEASE- DEC 2023	01/23/2024	2,608.93 2,608.93	2,608.93	Open	N 12/31/2023
1000217099 40454	HENNEPIN COUNTY FD; RADIO LEASE- DEC 2023 101-42260-50320	01/10/2024 CHOYT FD; RADIO LEASE- DEC 2023	01/23/2024	3,541.47 3,541.47	3,541.47	Open	N 12/31/2023

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
1228252 40410				493.00 104.00 389.00	493.00	Open	N 01/04/2024
1000217783 40523	HENNEPIN COUNTY HUMAN SERVICES & PH EMBEDDED SOCIAL WORKER; OCT-DEC 2023 101-42120-50300 EMBEDDED		01/23/2024 OCT-DEC 2023	4,384.62 4,384.62	4,384.62	Open	N 12/31/2023
1000216853 40472	HENNEPIN COUNTY SHERIFFS OFFIC PD; JAIL PER DIEM JUN-OCT 2023 101-42120-50306 PD; JAII	01/10/2024 CHOYT PER DIEM JUN-OCT	01/23/2024	804.15 804.15	804.15	Open	N 12/31/2023
7020060 40477	HP GROUP HEALTH NON-PATIENT A/R EAP (CUST# 12750101); DEC 2023 101-41810-50205 EAP (CUS	01/10/2024 CHOYT ST# 12750101); DEC	01/23/2024	109.15 109.15	109.15	Open	N 01/10/2024
11180 40532	I-94 WEST CHAMBER OF COMMERCE CC EVENTS; 2024 MEMBERSHIP DUES 101-41110-50300 CC EVENT	01/11/2024 CHOYT 'S; 2024 MEMBERSHI	01/23/2024 TP DUES	350.00 350.00	350.00	Open	N 01/11/2024
0313018 40434	INTERNATIONAL ASSOCIATION PD; 2024 ACTIVE DUES; P. ENGA 101-42120-50205 PD; 2024	01/10/2024 CHOYT ACTIVE DUES; P.	01/23/2024 ENGA	190.00	190.00	Open	N 01/10/2024
12515 40529	INTIME SERVICES INC. INTIME SUBSCRIPTION/HOSTING 2024 101-42120-50308 INTIME S	01/11/2024 CHOYT SUBSCRIPTION/HOSTI	01/23/2024 ENG 2024	3,636.00 3,636.00	3,636.00	Open	N 01/11/2024
IN229369 40450	KIESLER POLICE SUPPLY, INC PD; EQUIPMENT 101-42120-50580 PD; EQUI	01/10/2024 CHOYT PMENT	01/23/2024	595.48 595.48	595.48	Open	N 01/10/2024
SO-KA-424335 40531	KNOX FD; SUPPLIES-PROGRAMMABLE KEY 101-42260-50200 FD; SUPP	01/11/2024 CHOYT PLIES-PROGRAMMABLE	01/23/2024 C KEY	657.00 657.00	657.00	Open	N 01/11/2024
01/02/2024 40448	KWIK TRIP INC PD; 514204/ CARWASH 101-42120-50220 PD; 5142	01/10/2024 CHOYT 004/ CARWASH	01/23/2024	107.10 107.10	107.10	Open	N 12/31/2023

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date	
1844 40574	LANDFORM PROFESSIONAL SVCS, I PROFESSIONAL SRVS/ENGINEERING		01/23/2024	19,260.75	19,260.75	Open	N 12/31/2023	
	411-43100-50303-6180 E 101-41710-50300 E			306.00 10,938.25 3,251.25 4,765.25				
02-1049853								
40438	LANO EQUIPMENT INC PW; REPAIR/MAINT	01/10/2024 CHOYT	01/23/2024	255.11	255.11	Open	N 01/10/2024	
	101-43100-50220 E	PW; REPAIR/MAINT		255.11				
397414 40473	LEAGUE OF MINNESOTA CITIES	01/10/2024	01/23/2024	990.00	990.00	Open	N	
	PD; PEACE OFFICER TRAINING ON 101-42120-50208		RAINING ONLINE PATROL	990.00			01/10/2024	
2022-0283 L	ANDSCAPE							
40501	LENNAR 10902 HOLLY PL N-LANDSCAPE ES	01/11/2024 SCROW CHOYT	01/23/2024	3,000.00	3,000.00	Open	N 01/11/2024	
	420-00000-22100	.0902 HOLLY PL N-LA	NDSCAPE ESCROW RELEA	3,000.00				
2022-0285 L 40502	ANDSCAPE LENNAR 10906 HOLLY PL N LANDSCAPE ES	01/11/2024	01/23/2024	3,000.00	3,000.00	Open	N 01/11/2024	
			NDSCAPE ESCROW RELEAS	3,000.00			01/11/2024	
2022-0312 L								
40503	LENNAR 10891 FOUNTAIN PL N LANDSCAPE	01/11/2024 E ESCROW CHOYT	01/23/2024	3,000.00	3,000.00	Open	N 01/11/2024	
	420-00000-22100	.0891 FOUNTAIN PL N	LANDSCAPE ESCROW REL	3,000.00				
1681770-202 40427	31231 LEXIS NEXIS	01/05/2024	01/23/2024	200.00	200.00	Open	N	
	PD; CONTRACT SERVICES 101-42120-50308	CHOYT PD; CONTRACT SERVIC	ES	200.00			12/31/2023	
01/17/2024	PAY3							
40583*	MAGNEY CONSTRUCTION INC PAY APP 3; WELL HEAD TREATMEN			325,410.38	325,410.38	Open	N 01/17/2024	
		PAY APP 3 ;WELL HEA RETAINAGE PAYABLE	D TREATMENT 4 & 5	342,537.24 (17,126.86)				
01/09/2024	RELEASE							
40443	MARCIA SLOCUM DAC RENTAL DEPOSIT REFUND-EVE	01/10/2024 ENT DATE CHOYT	01/23/2024	300.00	0.00	Paid	Y 01/10/2024	
	101-00000-21716	DAC RENTAL DEPOSIT	REFUND	300.00				
26845 40446	MENARDS - MAPLE GROVE PW; SUPPLIES	01/10/2024	01/23/2024	12.96	12.96	Open	N 12/31 /2 023	
	LM, DOLLTTED	CHOYT					12/31/2023	

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Inv Num Inv Ref#	Vendor Description GL Distribution		Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
	101-43100-50210	PW; SUPE	PLIES		12.96			
1718 40435	METRO CITIES PD; 2024 METRO CITIES MEMBER 101-41110-50205		01/10/2024 CHOYT METRO CITIES ME	01/23/2024 MBERSHIP DUES	3,440.00 3,440.00	3,440.00	Open	N 01/10/2024
3990 40575	METRO WEST INSPECTION BLDG INSPECTIONS; DEC 2023 101-41660-50300	BLDG INS	01/17/2024 CHOYT SPECTIONS; DEC 20	01/23/2024	17,328.00 17,328.00	17,328.00	Open	N 12/31/2023
7239 40510	MINNESOTA STATE FIRE CHIEFS FD; PROFESSIONAL DEVELOPMENT 101-42260-50208	Γ-	01/11/2024 CHOYT ESSIONAL DEVELOP	01/23/2024 MENT-G.PETERSEN	285.00 285.00	285.00	Open	N 01/11/2024
7240 40511	MINNESOTA STATE FIRE CHIEFS FD; PROFESSIONAL DEVELOPMENT 101-42260-50208 101-42260-50208	r fotos fd; prof	ESSIONAL DEVELOP	01/23/2024 MENT-J ELASKY MENT-T HENDERSON	570.00 285.00 285.00	570.00	Open	N 01/11/2024
2024 FIRE DUE 40479	MINNESOTA STATE FIRE DEPARTI FD; 2024 MEMBERSHIP DUES 101-42260-50205		01/10/2024 CHOYT MEMBERSHIP DUES	01/23/2024	290.00	290.00	Open	N 01/10/2024
S/U NOV 2023 40460	MN DEPT OF REVENUE SALES/USE TAX NOV 2023 101-00000-20300 601-00000-20300		12/13/2023 DBRUNETTE SE TAX NOV 2023 SE TAX NOV 2023	12/13/2023	3,387.00 3.00 3,384.00	0.00	Paid	Y 12/13/2023
448297 40447	MN OCCUPATIONAL HEALTH PD; CONTRACT SERVICES SCREET 101-42120-50308		01/10/2024 CHOYT PRACT SERVICES SC	01/23/2024 REENING	505.00 505.00	505.00	Open	N 12/31/2023
1208 40481	MONTICELLO ANIMAL CONTROL PD; ANIMAL CONTROL NOV 2023 101-42140-50308		01/10/2024 CHOYT IAL CONTROL NOV 2	01/23/2024	110.00	110.00	Open	N 12/31/2023
2023 ROW RELE 40547	ASE MP NEXLEVEL 2023 ROW ESCROW RELEASE; MP 421-00000-22100		01/12/2024 CHOYT SCROW RELEASE;	01/23/2024 MP NEXLEVL	10,000.00	10,000.00	Open	N 12/31/2023
329900 40439	NAPA AUTO PARTS PW; REPAIR/MAINT BRAKE CYLII 101-43100-50220		01/10/2024 CHOYT IR/MAINT BRAKE C	01/23/2024 YLINDER	33.99 33.99	33.99	Open	N 01/10/2024 18

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
330607 40440	NAPA AUTO PARTS PW; OPERATING SUPPLIES 101-43100-50210 PW;	01/10/2024 CHOYT OPERATING SUPPLIES	01/23/2024	25.68 25.68	25.68	Open	N 01/10/2024
329903 40441	NAPA AUTO PARTS PW; OPERATING SUPPLIES PLIERS 101-43100-50210 PW;	01/10/2024 CHOYT OPERATING SUPPLIES 1	01/23/2024 PLIERS	102.99	102.99	Open	N 01/10/2024
8885005-12/2 40478	NORTH MEMORIAL EMS EDUCATION FD; EMT REFRESHER J.MEYER	01/10/2024 CHOYT EMT REFRESHER J.MEYI	01/23/2024 ER	400.00	400.00	Open	N 01/10/2024
99000666 40469	NORTH METRO MAYORS ASSOCIATION MEMBERSHIP; 2024 NORTH METRO MA 101-41110-50205 MEM	01/10/2024 YORS CHOYT BERSHIP; 2024 NORTH N	01/23/2024 METRO MAYORS	2,919.00	2,919.00	Open	N 01/10/2024
01/11/2024 40519	OGHOMWEN D. & OSAZVWA E. UNOKO UB refund for account: 3449 601-00000-15550 CRE	01/11/2024 CHOYT DIT FORWARD	01/23/2024	220.26	220.26	Open	N 01/11/2024
93264 40491	OHD, LLLP FD;EQUIPMENT QUANTIFIT2 RESPIRA 101-42260-50580 FD;	01/10/2024 TOR CHOYT EQUIPMENT QUANTIFIT2	01/23/2024 RESPIRATOR	7,570.00 7,570.00	7,570.00	Open	N 01/10/2024
12-04-2023 40544		12/04/2023 DBRUNETTE 2023 FEES 2023 FEES	12/04/2023	1,158.05 159.76 998.29	0.00	Paid	Y 12/04/2023
700063098 40582	POMPS TIRE SERVICE, INC PD; TIRES/ DODGE 101-42120-50220 PD;	01/17/2024 CHOYT TIRES/ DODGE	01/23/2024	680.12 680.12	680.12	Open	N 01/17/2024
TIF 14 2ND H 40466	PROLOGIS (FRENCH LAKE LAND TIF) TIF 14 PAYMENTS; 2ND HALF 2023	01/10/2024 CHOYT 14 PAYMENTS; 2ND HAI	01/23/2024 LF 2023	22,478.59 22,478.59	22,478.59	Open	N 12/31/2023
TIF 15 2ND E	PROLOGIS (FRENCH LAKE LAND TIF) TIF 15 PAYMENTS; 2ND HALF 2023	01/10/2024 CHOYT 15 PAYMENTS; 2ND HAD	01/23/2024 LF 2023	58,065.49 58,065.49	58,065.49	Open	N 12/31/2023

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Inv Num Inv Ref#	Vendor Description GL Distribution		Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date	
60729960 40461	QUADIENT INC. CH; STANDARD MAINTENANCE/1101-41810-50322		01/10/2024 CHOYT NDARD MAINTENANCI	01/23/2024 E/FEB 24-JAN 25	1,446.48	1,446.48	Open	N 01/10/2024	
4.61.00	101 11010 30322	011, 0111			1,110.10				
46129 40534	QUALITY FLOW SYSTEMS INC PW; PROFESSIONAL SRVS-SER	VICE CHECK	01/11/2024 CHOYT	01/23/2024	3,000.00	3,000.00	Open	N 12/31/2023	
	602-49400-50300	PW; PRO	FESSIONAL SRVS-SI	ERVICE CHECK	3,000.00				
2640			01 /00 /0004	01/02/0204	0.000.00	2 222 22			
40429	RAY SMITH INS AGENCY, INC RENEW INSURANCE SVC; 1/1/:		01/08/2024 CHOYT	01/23/2024	3,000.00	3,000.00	Open	N 01/08/2024	
	101-41810-50300		NSURANCE SVC; 1/2	1/2024-1/1/2025	3,000.00			-, -, -,	
0899-004375	6625								
40455	REPUBLIC SERVICES, INC. PW/PD; WASTE/SHREDDING-DE	7 2023	01/10/2024 CHOYT	01/23/2024	410.42	0.00	Paid	Y 12/31/2023	
	101-43100-50384		TE/SHREDDING-DEC	2023	205.21			, ; _, _ 0 2 0	
	101-42120-50384	PD; WA	STE/SHREDDING-DE	2023	205.21				
0899-004375	203							_	
40456	REPUBLIC SERVICES, INC.	222	01/10/2024	01/23/2024	396.08	0.00	Paid	Y	
	CH; WASTE/SHREDDING-DEC 20 101-41810-50384		CHOYT TE/SHREDDING-DEC	2023	396.08			12/31/2023	
0899-004375	5202								
40457	REPUBLIC SERVICES, INC. AC; WASTE DEC 2023		01/10/2024 CHOYT	01/23/2024	162.15	0.00	Paid	Y 12/31/2023	
	101-41910-50384	AC;WAST	E DEC 2023		162.15			12/31/2023	
0899-004375	3201								
40458	REPUBLIC SERVICES, INC.		01/10/2024 CHOYT	01/23/2024	219.58	0.00	Paid	Y 01/10/2024	
	CH; ORGANICS JAN 2024 101-41650-50386	CH; ORG	ANICS JAN 2024		219.58			01/10/2024	
0899-004376	432								
40459	REPUBLIC SERVICES, INC. RECYCLING; DEC 2023		01/10/2024 CHOYT	01/23/2024	11,462.16	0.00	Paid	Y 12/31/2023	
	101-41650-50386	RECYCLI	NG; DEC 2023		11,462.16			12/31/2023	
27091								_	
40419	ROGERS TRUE VALUE		01/04/2024	01/23/2024	35.70	35.70	Open	N	
	PW; OPERATING SUPPLIES 601-49400-50220	PW; W.H	CHOYT . PARTS/SUPPIES		35.70			01/04/2024	
27098									
40428	ROGERS TRUE VALUE		01/05/2024	01/23/2024	254.06	254.06	Open	N	
	PW; OPERATING SUPPLIES 101-43100-50210	DW• ○DE	CHOYT RATING SUPPLIES		254.06			01/05/2024	
	101 40100 00210	IW, OFE	1711ING POLETIES		254.00				

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101-41310-50320

AC; COMMUNICATIONS

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INVOICE REGISTER REPORT FOR CITY OF DAYTON MN EXP CHECK RUN DATES 01/23/2024 - 01/23/2024

EXP CHECK RUN DATES 01/23/2024 - 01/23/2024 BOTH JOURNALIZED AND UNJOURNALIZED BOTH OPEN AND PAID

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Inv Num Inv Ref#	Vendor Description GL Distribution		Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date	
27135 40533	ROGERS TRUE VALUE PW; OPERATING SUPPLIES		01/11/2024 CHOYT	01/23/2024	25.99	25.99	Open	N 01/11/2024	
	101-43100-50210	PW; OPERA	ATING SUPPLIES		25.99				
27171 40569	ROGERS TRUE VALUE PARKS; OPERATING SUPPLIES		01/17/2024 CHOYT	01/23/2024	399.14	399.14	Open	N 01/17/2024	
	101-45200-50210	PARKS; OF	PERATING SUPPLI	ES ————————————————————————————————————	399.14				
3487 40470	SAFEASSURE CONSULTANTS, INC PW; PROFESSIONAL DEVELOPMEN		01/10/2024 CHOYT	01/23/2024	7,789.00	0.00	Paid	Y 12/31/2023	
	101-43100-50208 601-49400-50208 602-49400-50208	PW; PROFI	ESSIONAL DEVELO	PMENT SAFE ASSURE PMENT SAFE ASSURE PMENT SAFE ASSURE	3,894.50 1,947.25 1,947.25			12/31/2023	
01/11/2024 40517	SHAH, BHARAT & KAMINI UB refund for account: 4356		01/11/2024 CHOYT	01/23/2024	36.72	36.72	Open	N 01/11/2024	
	601-00000-15550	CREDIT FO			36.72			01/11/2024	
D6244-A									
40414	SHORTSTOP ELECTRIC PW; REPAIR/MAINT BALL PARK	T TCIIMC	01/04/2024 CHOYT	01/23/2024	205.00	205.00	Open	N 12/31/2023	
	101-45200-50220	PW; REPA			205.00			12/31/2023	
18896 40471	SQUIRES, WALDSPURGER & MACE	P.A.	01/10/2024	01/23/2024	1,491.00	0.00	Paid	Y	
	LEGAL SVCS; OCT 2023 101-41640-50304	LEGAL SVO	CHOYT CS; OCT 2023		1,491.00			12/31/2023	
I1676083									
40562	STREICHERS, INC		01/16/2024	01/23/2024	900.44	900.44	Open	N	
	PD; OTHER EQUIPMENT 101-42120-50580	PD; OTHER	CHOYT R EQUIPMENT		900.44			01/16/2024	
I1676487									
40563	STREICHERS, INC PD; OTHER EQUIPMENT		01/16/2024 CHOYT	01/23/2024	1,807.98	1,807.98	Open	N 01/16/2024	
	101-42120-50580	PD; OTHER	R EQUIPMENT		1,807.98			01/10/2024	
12/21/2023 E	PW								
40480	T MOBILE CH; 990673180 NOV-DEC 2023		01/10/2024 CHOYT	01/23/2024	865.90	0.00	Paid	Y 12/31/2023	
	101-43100-50321	PW; CELL	SVC		565.60			12, 01, 2020	
	601-49400-50321	PW; CELL			19.04				
	602-49400-50321 101-41910-50321	PW; CELL AC; CELL			19.03 76.44				
	101-41910-30321		; CELL SVC		79.49				
	101-41420-50320	CLERK; CH			38.07			21	
	101 41010 50000	7.0. 001414	INIT OR ELLONIC		20 07				

38.07

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INVOICE REGISTER REPORT FOR CITY OF DAYTON MN EXP CHECK RUN DATES 01/23/2024 - 01/23/2024

RP CHECK RUN DATES 01/23/2024 - 01/23/2024 BOTH JOURNALIZED AND UNJOURNALIZED

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BOTH	OPEN	AND	PAID

Inv Num Inv Ref#	Vendor Description GL Distribution		Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
	101-41500-50320	AC; COMM	UNICATIONS		30.16			
12/21/2023 PD 40499	T MOBILE PD; 990673330 CELL SVC NOV- 101-42120-50320		01/11/2024 CHOYT 73330 CELL SVC NO	01/23/2024 DV-DEC 2023	880.37 880.37	0.00	Paid	Y 12/31/2023
12/21/2023 FD 40515	T MOBILE FD; 983779233 CELL SVC NOV- 101-42260-50320		01/11/2024 CHOYT 79233 CELL SVC	01/23/2024	242.31	0.00	Paid	Y 12/31/2023
IN2998643 40555	TASC COBRA ADMIN FEE; MAR 2024 101-41810-50205	COBRA AD	01/16/2024 CHOYT MIN FEE; MAR 2024	01/23/2024	19.45 19.45	19.45	Open	N 01/16/2024
109551 40568	TEGRETE JANITORIAL SERVICES; FEB 20 101-41910-50308 101-41810-50308	AC; JANI	01/16/2024 CHOYT TORIAL SERVICES ,PW; JANITORIAL S	01/23/2024 ERVICES	1,135.00 450.00 685.00	1,135.00	Open	N 01/16/2024
2023 ROW RELE. 40548	ASE TELCOM 2023 ROW ESCROW RELEASE; TE 421-00000-22100		01/12/2024 CHOYT ESCROW RELEASE;	01/23/2024 TELCOM	10,000.00	10,000.00	Open	N 12/31/2023
01/09/2024 RE 40442	LEASE THERESA WELINSKI DAC RENTAL DEPOSIT REFUND-E 101-00000-21716		01/10/2024 CCHOYT AL DEPOSIT REFUND	01/23/2024	300.00	300.00	Open	N 01/10/2024
M28813 40482	TIMESAVER OFF SITE SECRETAR MINUTES; 1/12/23 & 1/22/23 101-41420-50300	COUNCIL	01/10/2024 CHOYT 1/12/23 & 1/22/2	01/23/2024 3 COUNCIL MTG	355.75 355.75	355.75	Open	N 12/31/2023
M28847 40560	TIMESAVER OFF SITE SECRETAR MINUTES; 1/2 PC 101-41420-50300	RIAL. INC	CHOYT	01/23/2024	167.00 167.00	167.00	Open	N 01/16/2024
19063912 40542	TITAN MACHINERY PW; REPAIR/MAINT 101-43100-50220	PW; REPA	01/11/2024 CHOYT IR/MAINT	01/23/2024	262.52 262.52	262.52	Open	N 12/31/2023
3483288 40484	TOSHIBA BUSINESS SYSTEMS CH; ESTUDIO 4525AC DIGITAL 101-41820-50308		01/10/2024 CHOYT DIO 4525AC	01/23/2024	9,184.93 9,184.93	9,184.93	Open	N 01/10/2024 22

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INVOICE REGISTER REPORT FOR CITY OF DAYTON MN EXP CHECK RUN DATES 01/23/2024 - 01/23/2024

BOTH JOURNALIZED AND UNJOURNALIZED

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BOTH	OPEN	AND	PATD

Inv Num Inv Ref#	Vendor Description GL Distribution		Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
11025 40417	TOTAL CONTROL SYSTEMS, INC PW; WELL #1 & 4 CRADLEPOINT 601-49400-50321		01/04/2024 CHOYT #1 & 4 CRADLEPO	01/23/2024 INT OCT-DEC 23	270.00 270.00	270.00	Open	N 12/31/2023
300373 40452	TRANSPORT GRAPHICS PD; 2024 SQUAD BUILD 401-42120-50550	PD; 2024	01/10/2024 CHOYT SQUAD BUILD	01/23/2024	2,806.15 2,806.15	2,806.15	Open	N 01/10/2024
12/30/2023 40508	TRUE BLUE SERVICES, LLC PD; CONTRACT SERVICES BACKGE 101-42120-50308	ROUND	01/11/2024 CHOYT RACT SERVICES BAG	01/23/2024 CKGROUND	500.00	500.00	Open	N 12/31/2023
2023 ROW RELE 40549	UNIVERSAL SERVICES 2023 ROW ESCROW RELEASE; 172		01/12/2024 CHOYT ESCROW RELEASE;	01/23/2024 17270 113TH AVE	3,000.00 3,000.00	3,000.00	Open	N 12/31/2023
2022 ROW RELE 40550	UNIVERSAL SERVICES 2022 ROW ESCROW RELEASE; 116		01/12/2024 CHOYT ESCROW RELEASE;	01/23/2024 11660 TROY LN	3,000.00 3,000.00	3,000.00	Open	N 12/31/2023
FEBRUARY 2024 40577	UNUM LIFE INSURANCE COMPANY FEBRUARY 2024/0471540-001 101-00000-21705		01/17/2024 CHOYT Y 2024/0471540-00	01/23/2024	1,546.08 1,546.08	1,546.08	Open	N 01/17/2024
INV00246968 40570	USABLUEBOOK PW; OPERATING SUPPLIES 101-45200-50210	PW; OPER	01/17/2024 CHOYT ATING SUPPLIES	01/23/2024	116.42 116.42	116.42	Open	N 01/17/2024
092969 40444	VESSCO INC PW; REPAIR/MAINT WATER TOWER 601-49400-50220		01/10/2024 CHOYT IR/MAINT WATER TO	01/23/2024 OWER	959.64 959.64	959.64	Open	N 01/10/2024
DTF-2023-12 40431	VIA ACTUARIAL SOLUTIONS 2022-2023 GASB 67/68 "ON YEA 101-41620-50301		01/08/2024 CHOYT 3 GASB 67/68 ACTU	01/23/2024 UARIAL RPT	2,100.00 2,100.00	2,100.00	Open	N 12/31/2023
01/01/2024 53 40498	21 VISA-CH 5321 VISA CH; DECEMBER 2023 101-41500-50200 101-41500-50208 101-41710-50205 101-41710-50208	CH; SUPP CH; PROF CD; SUBS	01/11/2024 CHOYT LIES ESSIONAL DEVELOPP CRIPTIONS/MEMBERS	SHP	2,225.66 43.20 560.00 250.00 96.00	0.00	Paid	Y 12/31/2023 23

101-43100-50210

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INVOICE REGISTER REPORT FOR CITY OF DAYTON MN

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EXP CHECK RUN DATES 01/23/2024 - 01/23/2024 BOTH JOURNALIZED AND UNJOURNALIZED BOTH OPEN AND PAID

			BOTH OP	EN AND PAID				
Inv Num Inv Ref#	Vendor Description		Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
	GL Distribution							
	101-41710-50205	CD; SUBSCRIPTIONS/MEMBERSHIP			104.04			
	101-41710-50205		APA MEMBERSHIP		852.42			
	101-41710-50205	CD;	EDAM MEMBERSHP		320.00			
01/01/2024	5396							
40509*	VISA-FD2		01/11/2024	01/23/2024	804.51	0.00	Paid	Y
	5396 VISA FD; DECEMBER 2023	}	CHOYT					12/31/2023
	101-42260-50220	FD;	YOUNGSTEDTS		39.24			
	401-42260-50580	FD;	OTHER EQUIPMENT DE	POSIT RELEASE	(500.00)			
	101-41910-50210	OPE	RATING SUPPLIES-HOLE	IDAYTON	331.22			
	101-42260-50200	FD;	SUPPLIES		137.00			
	101-42260-50200	FD;	SUPPLIES		51.66			
	101-41910-50210	OPE	RATING SUPPLIES-HOLE	IDAYTON VOUCHER	(39.99)			
	101-42260-50207	FD;	RECRUITMENT AND RE	TENTION	600.00			
	401-42260-50580	FD;	OTHER EQUIPMENT		119.63			
	401-42260-50580	FD;	OTHER EQUIPMENT		119.63			
	101-41910-50210	OPE	RATING SUPPLIES-HOLE	IDAYTON VOUCHER	(653.88)			
	101-42260-50207	FD;	RECRUITMENT AND RE	TENTION	600.00			
01/01/2024	5081							
40496	VISA-PD		01/11/2024	01/23/2024	1,079.57	0.00	Paid	Y
10130	5081 VISA PD; DECEMBER 2023	3	CHOYT	01, 20, 2021	1,073.07	0.00	1414	12/31/2023
	101-42120-50308		RECRUITMENT		81.88			,,
	101-42120-50580		OTHER EQUIPMENT-SD	CARD	143.23			
	101-42120-50580		TACTACAM CAMERA STA		54.38			
	101-42120-50395		CRIME PREVENTION S		371.82			
	101-42120-50205		CNT MEMBERSHP		25.00			
	101-42120-50205		SUBSCRIPTION-TACTA	CAM REVEAL	82.35			
	101-42120-50580		OTHER EQUIPMENT-BA		163.13			
	101-42120-50205		CREDIT SCREENING		33.00			
	101-42120-50200		SUPPLIES		105.34			
	101-42120-50322		POSTAGE		19.44			
01/01/2024	E01 <i>C</i>							
01/01/2024 40497	VISA-PW		01/11/2024	01/23/2024	2,476.28	0.00	Paid	Y
40497	5016 VISA PW-DECEMBER 2023		CHOYT	01/23/2024	2,470.20	0.00	raiu	12/31/2023
	101-43100-50212	DM.	FUEL CLOUD		95.00			12/31/2023
	101-43100-30212		FUEL CLOUD		95.00			
	101-43100-30212		EMPLOYEE APPRECIAT:	ION DDOCDAM	126.64			
	601-49400-50210		OPERATING SUPPLIES		487.27			
	101-45200-50210		OPERATING SUPPLIES		30.77			
	101-43200-30210		OPERATING SUPPLIES	OTURNO TERRITO	179.45			
	101-43100-30210		EMPLOYEE APPRECIAT:	TON DDOCDAM	244.14			
	101-41910-50213		EMPLOYEE APPRECIAT:		112.00			
	101-41910-50213		EMPLOYEE APPRECIAT:		17.94			
	101-41910-50213		EMPLOYEE APPRECIAT		875.06			
	101-41910-30213		REPAIR/MAINT-DIESE		159.99			
	101-43100-50220		SUPPLIES	n mili lomb	15.32			
	101-43100-30210	PW;	SOLLTIES		13.32			

37.70

PW; OPERATING SUPPLIES ARBY'S

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INVOICE REGISTER REPORT FOR CITY OF DAYTON MN EXP CHECK RUN DATES 01/23/2024 - 01/23/2024

EXP CHECK RUN DATES 01/23/2024 - 01/23/2024 BOTH JOURNALIZED AND UNJOURNALIZED BOTH OPEN AND PAID

Inv Num Vendor Inv Date Due Date Inv Amt Amt Due Status Jrnlized Inv Ref# Description Entered By Post Date GL Distribution 9827 40420 WATER LABORATORIES, INC 01/04/2024 01/23/2024 547.20 547.20 Open N WATER TESTING; DEC 2023 CHOYT 12/31/2023 601-49400-50300 WATER TESTING; DEC 2023 547.20 859262639 40504 01/11/2024 01/23/2024 107.32 107.32 XCEL ENERGY Open 51-9348440-7 ST LGT; NOV-DEC 2023 CHOYT 12/31/2023 107.32 101-43100-50230 51-9348440-7 ST LGT; NOV-DEC 2023 859259186 40505 01/11/2024 01/23/2024 85.10 XCEL ENERGY 85.10 Open 51-8932050-3 CR81; NOV-DEC 2023 CHOYT 12/31/2023 101-43100-50230 51-8932050-3 CR81; NOV-DEC 2023 85.10 859242223 634.26 40506 XCEL ENERGY 01/11/2024 01/23/2024 634.26 Open N 51-8556975-3 TERR ST LGT; NOV-DEC CHOYT 12/31/2023 101-43100-50230 51-8556975-3 TERR ST LGT; NOV-DEC 2023 634.26 859707650 40559 01/16/2024 01/23/2024 60.91 60.91 XCEL ENERGY Open 51-0013433188-8; UNIT SIGNAL; DEC 12/31/2023 CHOYT 101-43100-50230 51-0013433188-8; UNIT SIGNAL; DEC 2023 60.91 859700673 40564 XCEL ENERGY 01/16/2024 01/23/2024 57.97 57.97 Open N 51-0013433327-7; UNIT SIGNAL DEC CHOYT 12/31/2023 57.97 101-43100-50230 51-0013433327-7; UNIT SIGNAL DEC 2023 859681273 40565 01/23/2024 29.32 29.32 XCEL ENERGY 01/16/2024 Open N 51-0013433412-1; HWY 94 LGT DEC 2023 CHOYT 12/31/2023 101-43100-50230 51-0013433412-1; HWY 94 LGT DEC 2023 29.32 859905908 40566 XCEL ENERGY 01/16/2024 01/23/2024 162.38 162.38 Open N 51-0013433364-2; ST LGT DEC 2023 CHOYT 12/31/2023 101-43100-50230 51-0013433364-2; ST LGT DEC 2023 162.38 859418636 40578 01/17/2024 01/23/2024 30.60 XCEL ENERGY 30.60 Open N 51-5420841-2 ST LGT; DEC 2023 CHOYT 12/31/2023 51-5420841-2 ST LGT; DEC 2023 30.60 101-43100-50230 859538264 40579 01/23/2024 917.31 917.31 XCEL ENERGY 01/17/2024 Open N 51-6111142-2 ST LGT; DEC 2023 CHOYT 12/31/2023 101-43100-50230 51-6111142-2 ST LGT; DEC 2023 917.31

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INVOICE REGISTER REPORT FOR CITY OF DAYTON MN EXP CHECK RUN DATES 01/23/2024 - 01/23/2024

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Inv Num Inv Ref#	Vendor Description GL Distribution		Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
860729337 40580	XCEL ENERGY 51-0013433451-8; BROCKTON	LGT; DEC	01/17/2024 CHOYT	01/23/2024	95.16	95.16	Open	N 12/31/2023
	101-43100-50230	3433451-8; BROCKTON	LGT; DEC 2023	95.16				
IN001310934								
40418	ZIEGLER INC		01/04/2024	01/23/2024	1,335.60	1,335.60	Open	N
	PW; REPAIR/MAINT. CATEPILLAR 101-43100-50220 PW; REP.		CHOYT PAIR/MAINT. CATEPILLAR		1,335.60			01/04/2024
# of Invoices # of Credit N	"	148 0	Totals: Totals:		780,872.72 0.00	731,821.35		
Net of Invoid	ces and Credit Memos:				780,872.72	731,821.35		
* 3 Net Invoices have Credits Totalling:					(18,430.71)			

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INVOICE REGISTER REPORT FOR CITY OF DAYTON MN EXP CHECK RUN DATES 01/23/2024 - 01/23/2024

XP CHECK RUN DATES 01/23/2024 - 01/23/2024 BOTH JOURNALIZED AND UNJOURNALIZED BOTH OPEN AND PAID

Inv Num Vendor Inv Date Due Date Inv Amt. Amt Due Status Jrnlized Inv Ref# Description Entered By Post Date GL Distribution --- TOTALS BY FUND ---101 - GENERAL FUND 164,261.16 125,883.29 401 - CAPITAL EQUIPMENT 23,671.09 20,801.43 411 - DEVELOPER ESCROWS 16,414.50 16,414.50 415 - STORMWATER 22,602.00 22,602.00 420 - LANDSCAPE ESCROWS 9,000.00 9,000.00 421 - ROW ESCROWS 42,000.00 42,000.00 435 - TIF 16 SAND COMPANIES 16,030.91 16,030.91 438 - TIF 14 LIBERTY 22,478.59 22,478.59 477 - TIF 15 FRENCH LK IND PK 58,065.49 58,065.49 601 - WATER FUND 376,063.13 370,225.57 602 - SEWER FUND 30,285.85 28,319.57 --- TOTALS BY DEPT/ACTIVITY ---00000 -385,238.71 381,551.71 40700 - Misc Revenue 175.00 175.00 41110 - Council 7,168.00 7,168.00 41310 - Administration 38.07 0.00 41420 - City Clerk 560.82 522.75 0.00 41500 - Finance 1,841.41 41620 - Audit Services 2,100.00 2,100.00 41640 - Legal Services 1,491.00 0.00 41650 - Recycling Services 11,681.74 0.00 41660 - Inspection Service 17,328.00 17,328.00 41710 - Plannning & Economic Dev 4,953.20 3,251.25 41810 - Central Services 7,267.43 7,970.06 41820 - Information Technology 14,189.91 13,647.91 41900 - General Govt 119,176.99 119,176.99 41910 - Activity Center 2,509.25 1,001.16 42120 - Patrol and Investigate 43,993.98 38,698.43 42130 - Emergency Mamt 23.50 23.50 42140 - Animal Control 498.00 498.00 42260 - Fire Suppression 20,608.80 19,111.57 43100 - Public Works 63,570.80 48,994.78 45200 - Parks 1,134.35 1,103.58 49400 - Utilities 74,621.13 70,201.29

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Meeting Date: 1-23-2024 Item Number: C.



ITEM:

Approval of Amended EDA Bylaws

PREPARED BY:

Zach Doud, City Administrator

POLICY DECISION / ACTION TO BE CONSIDERED:

Approving the Amended EDA Bylaws

BACKGROUND:

Staff was directed to add an attendance requirement for the commissions to meet. This was updated and approved by the EDA in their Bylaws at their meeting in January.

The Staff noted in the Bylaws previously was amended as well to keep the Bylaws of the EDA as up to date as possible.

RECOMMENDATION:

Approve Amended EDA Bylaws

ATTACHMENT(S):

2024 Amended EDA Bylaws

By-Laws of the Economic Development Authority of the City of Dayton

Article I

Purpose

The Economic Development Authority of the City of Dayton (hereinafter the "Dayton EDA") is a public body politic and corporate and a political subdivision of the State of Minnesota. The primary purpose of the Dayton EDA is to serve as an economic development authority and as a housing redevelopment authority pursuant to Minnesota Statutes 469. The Dayton EDA shall be governed by the requirements of said statute, the Enabling Resolution passed by the Dayton City Council and any amendments to the Enabling Resolution (hereinafter "the Resolution") which may be enacted. The affairs of the Dayton EDA_shall include, but not be limited to, promoting growth and development of commercial, residential, and industrial concerns in the City of Dayton.

Article II

Office and Boundaries

- 1. The principle office shall be at the City Hall of the City of Dayton, Counties of Hennepin and Wright, Minnesota.
- 2. The territory in which operations of the corporation are principally to be conducted consists of the corporate municipal boundaries of the City of Dayton, Minnesota.

Article III

Board of Commissioners

- 1. The management of all of the affairs, property and business of the Dayton EDA shall be vested in a Board of Commissioners, consisting of at least five (5) and not more than seven (7) members. Two (2) City Council members shall serve as commissioners of the Dayton EDA while the remaining members shall represent local businesses.
- 2. Council representative terms shall concur with council terms of office, and may not exceed six years without formal reappointment. Any commissioners that do not serve on the City Council shall be appointed by the City Council and shall initially have terms of 3, 4, and 5 years respectively. Thereafter all commissioners with the exception of City Council members shall be appointed for six year terms.
- 3. The Board of Commissioners may exercise all powers of the Dayton EDA and do all such lawful acts and things as are required or permitted to be done pursuant to law, the Resolution or pursuant to these By-Laws.

- 4. Meetings of the Board of Commissioners shall be held monthly at the Dayton City Hall. At least three (3) days notice shall be given to the Commissioners for special meetings called. Said meetings shall also be posted pursuant to Open Meeting Law.
- 5. A quorum at all meetings of the Board of Commissioners shall consist of a simple majority of the whole board, but in no case shall a quorum be less than two (2) three (3) Commissioners. Less than a quorum may, however, adjourn any meetings, which may be held on a subsequent date without further notice, provided a quorum be present at such deferred meeting.
- 6. All meetings of the Dayton EDA shall be open to the public.

Article IV

Officers

- 1. The officers of the corporation shall be a President, Vice President, Secretary, Treasurer and Assistant Treasurer. The City Administrator_shall serve as the Secretary, Assistant Treasurer and as an ex-officio member of the Board of Commissioners. Offices of Peresident, Vice Peresident and Treasurer shall be appointed to one year term. They shall hold office until their successors are elected and qualified. The President, Vice President and Treasurer shall be members of the Board of Commissioners.
- 2. The President shall preside at all meetings of the Dayton EDA, shall be in charge of the day-to-day operations, shall sign or countersign all certificates, contracts and other instruments of the Dayton EDA as authorized by the Board of Commissioners, shall make reports to the Board of Commissioners, and shall perform all such other duties as are incident to the office or are properly required of the officer by the Board of Commissioners.
- 3. The Vice President shall exercise the functions of the President during the absence or disability of the President.
- 4. The Secretary shall issue notice for all meetings, shall keep minutes of all meetings, shall have charge over the Dayton EDA books, and shall make such reports and perform such other duties as are incident to this office, or are properly required by the Board of Commissioners.
- 5. The Treasurer shall perform all duties incidental to the office which are properly required of the Treasurer by the Board of Commissioners.
- 6. In the case of the absence or the inability of any officer of the Dayton EDA to act, the Board of Commissioners may from time to time delegate the powers or duties of such officer to any other such officer, or any Commissioner whom it may select.

- 7. Vacancies in the office arising from any cause may be filled by the City Council.
- 8. The fees, if any, of all contracted agents of the Dayton EDA shall be fixed by the Board of Commissioners.

Article V

Removal and Expenses

- 1. A commissioner may be removed by the city council for inefficiency, neglect of duty, or misconduct in office. A commissioner shall be removed only after a hearing. A copy of the charges must be given to the commissioner at least ten days before the hearing. The commissioner must be given an opportunity to be heard in person or by counsel at the hearing. When written charges have been submitted against a commissioner, the city council may temporarily suspend the commissioner. If the city council finds that those charges have not been substantiated, the commissioner shall be immediately reinstated. If a commissioner is removed, a record of the proceedings, together with the charges and findings, shall be filed in the office of the city clerk.
- 1.A. Absence from any three meetings in a <u>calendar</u> year, <u>will be recommended to City Council for removal.</u> <u>unless excused in advance by the President, constitutes a vacancy.</u> In the event of any vacancy, the <u>President Secretary</u> of the Authority shall notify the Council promptly of any vacancies and the Council shall appoint a person to complete the unexpired term of the original appointment. (Amended by Resolution 32-2015- May 12, 2015)
- Commissioners and officers shall be entitled to reimbursement for all reasonable travel and related expenses incurred in the performance of duties on behalf of the Dayton EDA. Schedules of reimbursable expenses shall be established by the Dayton EDA from time to time.
- 3. Commissioners shall be compensated at a rate of \$25/per official meeting.

Article VI

Finance and Administration

- The monies of the Dayton EDA shall be deposited in the name of the Dayton EDA in official city depositories, and shall be drawn out only by a check signed by the Mayor and City Clerk-Treasurer.
- 2. The fiscal year of the Dayton EDA shall be the same as the fiscal year of the City of Dayton.

- 3. The nature, number and qualification of the staff required by the Dayton EDA to conduct its business according to these By-Laws shall comply with Minnesota Statutes 469.
- 4. The books and records of the Dayton EDA shall be kept at City Hall in the City of Dayton, Minnesota.

Article VII

Powers

- 1. The Dayton EDA may exercise all of the powers contained in the Enabling Act, Minnesota Statutes, Chapter 469.090-469.1082.
- 2. The Dayton EDA may exercise all of the powers contained in the Housing Act, Minnesota Statutes, Chapter 469.001-469.047. The Dayton Planning Commission must review for approval any Planning & Zoning related actions initiated by the Dayton EDA.
- 3. The Dayton EDA may exercise all of the powers of a city contained in the Housing Finance Act, provided it is authorized to do so by ordinance of the City Council pursuant to Section 462C.02, Subdivision 6 of the Housing Finance Act.
- 4. The Dayton EDA may exercise such powers as may be contained in other laws applicable to economic development authorities or housing and redevelopment authorities not specifically described herein.

Article VIII

Limit of Powers

The following limitations shall apply to the Dayton EDA and its operation:

- 1. The acquisition of property, sale of property, sale of bonds or other obligations issued and the levying of taxes for economic development purposes shall be approved and conducted by the Dayton EDA.
- 2. The Dayton EDA shall follow the budget process for City Departments in accordance with City policies, ordinances, and resolutions.
- 3. Development and redevelopment plans of the Dayton EDA shall be consistent with the Comprehensive Plan for the City of Dayton and the official controls implementing said Comprehensive Plan.
- 4. The Dayton EDA must submit its plans for development and redevelopment to the City Council for approval in accordance with City planning procedures and law.

5. The administrative structure and management practices and policies of the Dayton EDA must be approved by the City Council of the City of Dayton.

Article IX

Annual Report and Budget

- 1. The Dayton EDA will have available for the City's auditor a summary of the preceding year's revenues and expenditures, within 30 days after the close of the fiscal year. The purpose of this and any other data the auditor may require is to allow the auditor to proceed in a timely manner in preparing the annual financial report.
- 2. The Dayton EDA shall prepare an annual report describing its activities and providing an accurate statement of its financial condition, together with additional matters and recommendations it deems advisable for the economic development of the city. Said report shall be prepared and submitted to the City of Dayton by May 1 of each year.
- 3. The Dayton EDA shall prepare an annual budget projecting anticipated expenses and sources of revenue. Said report shall be prepared and submitted to the City of Dayton by August 1 of each year.

Article X

Notices

1. The Secretary shall notify each member of the time, place and purpose of any and all meetings by phone, written notice or personally.

Article XI

<u>Staff</u>

- The <u>City Administrator/Development DirectorCity Administrator and/or Community</u> <u>Development Director</u> of the City of Dayton shall also serve as the executive director for the Dayton EDA.
- 2. The Dayton EDA may employ technical experts and agents, and other employees as it may require, and determine their duties, qualifications and compensation.
- 3. The Dayton EDA may contract for the services of consultants, agents, public accountants, and other persons needed to perform its duties and exercise its powers.
- 4. The Dayton EDA may use the services of the City Attorney, or hire a general counsel for its legal needs. The City Attorney or general counsel, as determined by the Dayton EDA, is its chief legal advisor.

- 5. The City of Dayton may furnish offices, structures and space, and stenographic, clerical, engineering, or other assistance to the Dayton EDA.
- 6. The Dayton EDA may delegate to one or more of its agents or employees powers or duties as it may deem proper.

Article XII

Seal

1. The Dayton EDA shall not have an official seal.

Article XIII

Indemnification

- 1. The Dayton EDA shall have the power to indemnify officers, Commissioners, and employees, acting for or on behalf of the Dayton EDA in respect to any and all matters or actions for which and to the extent that indemnification is permitted by the laws of the State of Minnesota.
- 2. In its discretion the Dayton EDA may purchase insurance in conjunction with the indemnification provisions of Section 1 above.

Article XIV

Amendment of By-Laws

1. Alterations, amendments or repeal of the By-Laws may be made by a majority of the Commissioners entitled to vote at any meeting with approval by the City Council.

Article XV

Miscellaneous

- 1. All meetings of the Dayton EDA shall be governed by Robert's Rules of Order, as revised.
- 2. Except as authorized in Minnesota Statute 471.88, a Commissioner, officer, or employee of the Dayton EDA must not acquire any financial interest, direct or indirect, in any project or in any property included or planned to be included in any project, nor shall the person have any financial interest, direct or indirect, in any contract or

proposed contract for materials or service to be furnished or used in connection with any project.

Meeting Date:1-23-24

Item: D.



ITEM:

Approval of Ordinance 2024-02 Amending City fees and escrow schedule for 2024

PREPARED BY:

Zach Doud, City Administrator

POLICY DECISION / ACTION TO BE CONSIDERED:

Consider Approval of Ordinance 2024-02

BACKGROUND:

The Fee Schedule was approved at the previous meeting by Ordinance 2024-01. Numerous changes were incorporated into the Fee Schedule however one of them was incorrectly changed. This Ordinance is correcting that change that was incorrectly adjusted on the previous fee schedule.

The change is related to mechanical permits for non-residential and apartment buildings. They were incorrectly changed to be the same as residential and per the municipal building code because they are not residential in nature (but considered commercial) they have to be based on valuation.

This is the only change noted that needs to be amended on the previous schedule.

CRITICAL ISSUES:

There are no outstanding issues.

RELATIONSHIP TO COUNCIL GOALS:

This action is not related to a specific goal but part of typical council action.

RECOMMENDATION:

Staff recommends adoption of Ordinance 2024-02 Amending fees and escrow schedule for 2024.

ATTACHMENT(S):

Fee and Escrow Schedule



FEE SCHEDULE 2024

SECTION 1: ADMINISTRATIVE

BAD CHECK FEE:	\$40.00
B/W UP TO 8 1/2" X 11" 10- 100 COPIES:	\$0.25 + Staff Time
B/W UP TO 8 1/2" X 11" 101 COPIES +:	\$0.30 + Staff Time
B/W OVERSIZE - 11" X 17":	\$0.50 + Staff Time
COLOR UP TO 8 ½" X 14":	\$1.00 + Staff Time
COLOR OVERSIZE – 11" X 17":	\$1.20 + Staff Time
COPIES/FAX/MAPS: (PER SHEET):	Actual Cost + Staff Time (if retrieval is > 5 min)
INTEREST CHARGE ON PAST DUE ESCROWS:	10% annually (if not paid within 30 days of bill date)

CITY PUBLICATIONS IF COPIES REQUESTED

OH I I OBLIGATIONO II OOI ILO NEQOLOTED	
BUDGET:	Actual Cost + Staff Time
AUDIT:	Actual Cost + Staff Time
CAPITAL IMPROVEMENT PLAN (CIP):	Actual Cost + Staff Time
COMPREHENSIVE PLAN:	Actual Cost + Staff Time
ZONING ORDINANCE:	Actual Cost + Staff Time
SUBDIVISION ORDINANCE:	Actual Cost + Staff Time
CITY CODE:	Actual Cost + Staff Time
ENGINEERING DESIGN MANUAL:	Actual Cost + Staff Time
OTHER PUBLICATIONS:	Actual Cost + Staff Time

SECTION 2: CITY CLERK

CERTIFIED COPIES:	\$10.00 (after first copy)
CERTIFY FOR NON-PAYMENT TO TAXES:	15% of the bill (Utilities/Escrow)
PENALTY FOR NON-PAYMENT ON	12% of current amount due (assessed 5 days
ACCOUNT OR ESCROW	after bill is due)
PUBLIC HEARING NOTICES	
MAILINGS:	Actual Cost
CHAMPLIN-DAYTON PRESS PUBLICATION:	Actual Cost

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MAILING LABELS	Actual Cost
(HENNEPIN/WRIGHT COUNTY):	

RECORDING - HENNEPIN/WRIGHT COUNTY

ABSTRACT & TORRENS PROPERTIES: Actual Cost + Staff Time

RENTAL HOUSING LICENSE- VALID FOR 2 YEARS

APPLICATION -SINGLE	\$500.00/per unit (includes initial inspection)
FAMILY/TOWNHOME:	
RE-INSPECTIONS REQUIRED PRIOR TO	\$100.00/per inspection
LICENSING - ALL	
APPLICATION – APARTMENTS:	\$1,000.00/per building
INSPECTIONS- APARTMENTS:	\$50.00/per unit

ADULT ENTERTAINMENT ESTABLISHMENT

COST PER ESTABLISHMENT: \$5,000.00

SOLICITOR/PEDDLER/TRANSIENT MERCHANTS

APPLICATION FEE:	\$35.00
WEEKLY FEE:	\$30.00
MONTHLY FEE:	\$65.00
YEARLY FEE:	\$300.00

FACILITY RESERVATION FEES

CENTRAL PARK:	\$200.00 per day	
GAZEBO RESERVATION (E.G. CLOQUET	\$75.00 per day	
OVERLOOK AND SUE MCLEAN PARK)		
MCNEIL PARK:	\$100.00 per day	
MCNEIL PARK WITH LIGHTS:	\$150.00 per day	
REFUNDABLE DEPOSIT (IN ADDITION TO	\$100.00 per day	
FEE):		
CONCESSION STAND:	\$50.00 per day	
ELSIE STEPHEN'S PARK AMPHITHEATER	Mon - Thurs	Fri - Sun
Rental Hours (10a-Sunset) Resident	\$75.00/Day	\$175.00/day
Rental House (10am – Sunset)	\$100.00/day	\$200.00/day
Non-Resident		
Refundable Deposit	\$200.00	
Rental Hours (10a-Sunset) Resident Rental House (10am – Sunset) Non-Resident	\$75.00/Day \$100.00/day	\$175.00/day

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ACTIVITY CENTER RENTAL

DAMAGE DEPOSIT:		\$300.00 (Civic Group	s \$150 deposit)
WEEK	DAY RATES (MON-THUR)	Full Day (8a-4p)	Hourly (max of full day rate)
	RESIDENT	\$150.00	\$40.00
	NON-RESIDENT	\$175.00	\$45.00
	NON-PROFIT (MUST SHOW 501 STATUS)	\$100.00	\$25.00
	CIVIC GROUP (501C3 OR 501C4 – E.G. SCOUTS OR LIONS)	\$100.00	\$25.00*
WEEK	END RATES (FRI-SUN)	Full Day (8a-4p)	Hourly (max of full day rate)**
RESID	ENT	\$250.00	\$65.00
NON-F	RESIDENT	\$275.00	\$70.00
	RENTAL FEES		<u> </u>
	75-100 people (11 tables, double white linen, black linen chair covers,	\$270.00	
	chair sashes, 2 skirted buffet tables, 1 skirted head table		
	50-75 people (8 tables, double white linen, black linen chair covers, chair sashes, 2 skirted buffet tables, 1 skirted head table)	\$200.00	
	25 people (4 tables, double white linen, black linen chair covers, chair sashes, 2 skirted buffet tables, 1 skirted head table)	\$125.00	
Ala Ca	rte Rental		
	Skirted Buffet Or Head Table With Top Linen	\$10.00 each	
	Single White Table Linen	\$3.00 each	
	Chair Cover	\$2.00 each	
	Chair Sash	\$1.00 each	
TECH	NOLOGY RENTAL		
	Refundable deposit	\$300.00	
	Basic Event Package (includes A/V podium system, HDMI compatible, Blu-ray player, projector, screen, wireless mic)	\$250	
Ala Ca	rte Rental		
	Flat Screen TV Cart (HDMI compatible)	\$75.00	

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	Wireless Mic & Sound System	\$75.00 (\$25.00 for second mic)
	Computer with wireless mouse &	\$125.00
	keyboard	
ACTIV	ITY CENTER & ELSIE STEPHENS	
PARK	PACKAGE***	
	Refundable deposit	\$500.00
	Resident	\$375.00
	Non-resident	\$425.00
CORP	ORATE MEETING PACKAGE****	
	Rental fee	\$600.00
	Refundable deposit	\$500.00
WEDD	ING RENTAL PACKAGE****	
	Resident Rental	\$800.00
	Non-resident Rental	\$875.00
	Refundable Deposit	\$800.00

activity center rental notes:

- *Civic groups have free rental, with \$150 refundable deposit, Mon -Thur 4:00pm to 9:00pm
- ** hourly rates Fri-Sun are available no more than 45 days ahead of event date
- *** Activity Center & Elsie Stephens Package includes one day rental (Fri-Sun) at Elsie Stephens Park between 10a-sunset and one day rental (Fri-Sun) activity center rental 10a-midnight. Package is for same-day rental only. Does not include linens, technology package, security, or other additions. City Staff has discretion to temporarily adjust ordinances upon review of the application and event.
- **** Corporate Meeting Package includes one day rental of activity center, Mon-Thurs 8a-5p, basic event technology package, and choice of linens package. price does not include any ala carte or additional items.
- ***** Wedding Package includes one day rental for 3 hours (Fri-Sun) at Elsie Stephens Park between 10a-Sunset and one day rental (Fri-Sun) Activity Center Rental 10a-midnight. Park & full day Activity Center is for same-day rental only. The price includes 2 hours of setup time at the Activity Center the night before event, if the building is not previously rented. Package also includes Basic Event Technology Package, and choice of Linens Package. Price does not include any Ala Carte or additional items.

LARGE ASSEMBLY PERMIT

200+ PEOPLE: \$60.00 per event

LIQUOR/TOBACCO LICENSING - ANNUAL

ON SALE LIQUOR LICENSE:	\$3,000 per year (due July 1st)
OFF SALE LIQUOR:	\$100 per year (due July 1st)
ON SALE SUNDAY LIQUOR:	\$200 per year (due July 1st)
SET UP LICENSE:	\$125 per year (due April 1st)
OFF SALE 3.2 LICENSE:	\$15 per year (due July 1st)

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1 ST FAILED COMPLIANCE CHECK – LIQUOR	\$500 administrative fine
2 ND FAILED COMPLIANCE CHECK LIQUOR	\$1,500 administrative fine
3 RD FAILED COMPLIANCE CHECK – LIQUOR	Revocation of License
TEMPORARY ONE DAY 3.2:	\$15 per day
LICENSE TOBACCO LICENSE:	\$200 per year (due January 1st)
TEMPORARY INTOXICATING BEVERAGE LICENSE:	\$25 per day
1 ST FAILED COMPLIANCE CHECK – TOBACCO AND/OR CANNABIS	\$500 administrative fine
2 ND FAILED COMPLIANCE CHECK -	\$1,500 administrative fine
TOBACCO AND/OR CANNABIS	
3RD FAILED COMPLIANCE CHECK -	Revocation of License
TOBACCO AND/OR CANNABIS	

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MISCELLANEOUS

NONRESIDENT NOTARY FEE	\$1.00 Per Document

SECTION 3: BUILDING

ACCESSORY BUILDINGS OVER 200		
SQUARE FEET (RESDIENTIAL)		
200 TO <u>1,250</u> SQUARE FEET (SQ.	\$300 + \$1 state surcharge	
FT.)		
<u>1,251</u> SQ. FT. AND OVER	\$400 + State Surcharge ³	
ACCESSORY BUILDING OVER 200	Based on valuation ¹ + Plan Check ² +	
SQUARE FEET (NON-RESIDENTIAL)	State Surcharge ³	
NEW CONSTRUCTION HOMES (INCLUDES	Based on valuation ¹ + Plan Check ² +	
TOWNHOMES, ROW HOMES, AND	State Surcharge ³	
SIMILAR)		
NON-RESIDENTIAL NEW CONSTRUCTION	Based on valuation ¹ + Plan Check ² +	
PRINCIPAL STRUCTURE	State Surcharge ³	
BASEMENT REFINISHING, REMODELS,	Based on valuation ¹ + Plan Check ² +State	
AND ADDITIONS REQUIRING BUILDING	Surcharge ³	
PERMIT:		
DISCOUNT FOR HOMES 20 YEARS	25% reduction on permit fee and Plan Check ² ;	
OR OLDER (REMODELS,	State surcharge is still applied based on	
BASEMENT FINISHES, ADDITIONS)	valuation	
LANDSCAPING/SITE REVIEW ESCROWS	\$3,000.00 (minimum escrow)	
(IF REQUIRED):		

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ADDITIONAL C/O INSPECTIONS (AFTER 3 INSPECTIONS):	\$100 each
BUILDING RE-INSPECTION FEE (AFTER 2 ND INSPECTION):	\$47.00 established under state building code
DECK PERMIT:	\$275 + \$1 state surcharge
RETAINING WALL PERMIT OVER 4 FEET IN HEIGHT:	Based on valuation ¹ + State Surcharge ³
FENCE PERMIT, FENCES < 7 FEET:	\$100
FENCE PERMIT, FENCES > 7 FEET:	Based on valuation ¹ + Plan Check ² + State Surcharge ³
BUILDING MOVING PERMIT:	Based on valuation ¹ + State Surcharge ³
MECHANICAL PERMIT (NON-	Based on valuation ¹ + Plan Check ² +State
RESIDENTIAL AND APARTMENT	Surcharge ³ \$61 + \$5 Per Additional Fixture +
BUILDINGS):	\$1 (State surcharge)
MECHANICAL PERMIT (RESIDENTIAL):	\$61 + \$5 Per Additional Fixture + \$1 (State
WITH NEW CONSTRUCTION/ADDITION/	surcharge)
ALTERATION PERMIT	
MOBILE HOME:	Based on valuation ¹ + State Surcharge ³
MODULAR HOME PLAN REVIEW:	Based on valuation ¹ + State Surcharge ³
PLAN CHECK FEES	Plan Check ²
PLUMBING PERMIT (<u>NON-RESIDENTIAL</u>):	Based on valuation ¹ + State Surcharge ³
PLUMBING PERMIT (RESIDENTIAL):	\$61 + \$5 Per Additional Fixture + \$1 (State
WITH NEW CONSTRUCTION/ADDITION/	surcharge)
<u>ALTERATION PERMIT</u>	
PLUMBING PERMIT (RESIDENTIAL):	\$61.00 + \$5 per fixture + \$1 (state surcharge)
<u>WHEN SEPARATE FROM NEW</u>	
CONSTRUCTION/ADDITION/ALTERATION	
<u>PERMIT</u>	
FIREPLACE PERMIT (RESIDENTIAL): <u>WITH</u>	\$61 + \$5 Per Additional Fixture + \$1 (State
NEW CONSTRUCTION/ADDITION/	surcharge)
ALTERATION PERMIT	
WATER METER (RESIDENTIAL): WITH	Actual Cost incurred by City
NEW CONSTRUCTION PERMIT	

*Any building permit type not mentioned (e.g. residential, commercial, industrial, new construction) fee will be BASED ON VALUATION + PLAN CHECK² + STATE SURCHARGE³ (SEE SECTION 10 BELOW). When work requiring a permit has been commenced without first obtaining a permit, a special investigation shall be made before a permit may be issued for such work. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The minimum investigation fee shall be no greater than the permit fee.

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SECTION 4: OVER THE COUNTER

SECTION 4. OVER THE COUNTER	
BURN PERMIT:	\$25.00 (illegal burn fee will double)
CONNECTION CHARGES	
SEWER:	\$75 + \$1 (State surcharge) = \$76.00
WATER:	\$75 + \$1 (State surcharge) = \$76.00 + Actual Cost of Water Meter Incurred by City
DEMOLITION PERMITS	
SINGLE-FAMILY STRUCTURES:	\$100 + \$1 (State surcharge) = \$101.00
GARAGES/BARNS/ <u>POOLS/MOBILE</u> <u>HOMES:</u>	\$50 +\$1 (State surcharge) = \$51.00
MULTIPLE FAMILY STRUCTURES	
FIRST TWO UNITS:	\$150 +\$1 (State surcharge) = \$151.00
EACH ADDITIONAL UNIT	\$50.00
COMMERCIAL UNITS	\$200.00 + \$1 (State surcharge) = \$201.00
DRAIN TILING:	\$61 + \$1 (State surcharge) = \$62.00
FIREPLACE PERMIT (RESIDENTIAL): WHEN	\$61 + \$5 per additional + \$1 (State surcharge)
SEPARATE FROM NEW	
CONSTRUCTION/ADDITION/ALTERATION	
<u>PERMIT</u>	
MECHANICAL PERMIT (RESIDENTIAL):	\$61 + \$5 Per Additional + \$1 (State surcharge)
WHEN SEPARATE FROM NEW	
CONSTRUCTION/ADDITIONAL/ALTERATION	
PERMIT; INCLUDES FURNACE, AIR	
CONDITIONING, AIR TO AIR EXCHANGE	
WINDOWS/DOOR REPLACEMENT (PER	\$61 + \$5 Per Additional Structure + \$1 (State
STRUCTURE)	surcharge)
RE-ROOFING PERMIT (PER STRUCTURE):	\$61 + \$5 Per Additional Structure + \$1 (State surcharge)
RPZ	\$61 + \$1 (State surcharge) = \$62.00
SEPTIC SYSTEM TANK DEMOLITION:	\$50.00
SEPTIC SYSTEM PERMIT/SITE	\$400.00
INSPECTION:	
SEPTIC SYSTEM REPAIR:	\$125.00
SIDING PERMIT (PER STRUCTURE):	\$61 + \$5 Per Additional Structure + \$1 (State surcharge)
UTILITY/ROW PERMIT:	\$100.00 + \$3,000 escrow or \$10,000 annually
WATER HEATERS:	\$15 + \$1 (State surcharge) = \$16.00
WATER SOFTENER:	\$15 + \$1 (State surcharge) = \$16.00
1011	

*State surcharges are calculated as shown in Section 10 below.

SECTION 5: PLANNING

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COMMERCIAL KENNEL LICENSE (5 DOGS)	See IUP/CUP in Section 6
RESIDENTIAL KENNEL LICENSE (5 DOGS)	See IUP/CUP in Section 6
PROJECT RECOVERY RATE FACTOR	
ENGINEERING SERVICES:	Actual Cost
LEGAL SERVICES:	Actual Cost
MISCELLANEOUS CONSULTANTS:	Actual Cost
CITY STAFF SERVICES:	\$85.00 (Per Hour)
PUBLIC HEARING NOTICES	
MAILINGS:	Actual Cost
CHAMPLIN-DAYTON PRESS	Actual Cost
PUBLICATION:	
MAILING LABELS	Actual Cost
(HENNEPIN/WRIGHT COUNTY):	
AGRICULTURE PRESERVE APPLICATION	\$50.00 per application (per Statute)
(MIN 40 ACRES):	
ZONING LETTER	\$50.00 per property
SIGN PERMIT	
CHANGE IN SIGN FACE (NO	\$25.00
INCREASE IN SIZE):	Y-21.23
INCREASE IN SIZE OF EXISTING	Based on valuation ¹ + State Surcharge ³
SIGN:	(\$75.00 min)
NEW SIGN ON EXISTING SUPPORT:	Based on valuation ¹ + State Surcharge ³
	(\$75.00 min)
NEW PERMANENT MONUMENT SIGN:	Based on valuation ¹ + State Surcharge ³
	(\$75.00 min)
NEW PERMANENT POLE MOUNTED SIGN:	Based on valuation ¹ + State Surcharge ³
	(\$75.00 min)
NEW PERMANENT WALL SIGN:	Based on valuation ¹ + State Surcharge ³
	(\$75.00 min)
TEMPORARY/EVENT SIGNAGE:	\$25.00
NON-PROFIT TEMP. EVENT SIGNAGE:	No Cost (if documented 501c3)
IRRIGATION SYSTEMS FOR NEW	\$99 + \$1 (state surcharge)
SYSTEMS NOT INSTALLED WITH HOME	
(CITY SEWER/WATER)	
SWIMMING POOL PERMIT (IN GROUND	Based on valuation ¹ + State Surcharge ³
POOLS OR ABOVE GROUND POOLS	
OVER 5,000 GALLONS	
WORK WITHOUT PERMIT	Double fee/fine

*Any building permit type not mentioned (e.g. residential, commercial, industrial, new construction) fee will be based on <u>BASED ON VALUATION</u>¹ + PLAN CHECK² + STATE <u>SURCHARGE</u>³ (SEE SECTION 10 BELOW) WITH THE MOST SIMILAR CONSTRUCTION

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TYPE. When work requiring a permit has been commenced without first obtaining a permit, a special investigation shall be made before a permit may be issued for such work. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The minimum investigation fee shall be no greater than the permit fee.

SECTION 6: DEVELOPMENT ** (SEE NOTE)

ADMINISTRATIVE SUBDIVISION:	\$500.00 Application Fee;	
COMPREHENSIVE PLAN AMENDMENT:	\$300.00 Application Fee; \$3,500.00 Escrow	
CONDITIONAL USE PERMIT (CUP) OR INTERIM USE PERMIT (IUP)		
RESIDENTIAL/ AGRICUTLURE DISTRICT:	\$150.00 Application Fee; \$800.00 Escrow	
ALL OTHER DISTRICTS:	\$300.00 Application Fee; \$1,800.00 Escrow	
ADMINISTRATIVE HOME OCCUPATION:	\$50.00 Application Fee	
EXTENDED HOME BUSINESS:	Same as IUP fees and escrow	
CONCEPT PLAN REVIEW:	\$300.00 Application fee; \$3,500.00 Escrow	
DEVELOPMENT/LAND USE SIGN (FOR PUBLIC HEARINGS):	\$50.00 per sign (as determined by City Staff)	
PLANNED UNIT DEVELOPMENT		
PRELIMINARY:	\$300.00 Application Fee; \$5,000.00 Escrow	
FINAL:	\$300.00 Application Fee; \$5,000.00 Escrow	
AMENDMENT:	\$300.00 Application Fee; \$2,000.00 Escrow	
PLAT FEES		
PRELIMINARY PLAT:	\$300.00 Application Fee; \$275.00 per lot, or \$5,000 (whichever is greater) Escrow. Initial escrow shall be capped \$15,000	
FINAL PLAT:	\$300.00 Application Fee and \$6,000 escrow at application AND <i>Initial</i> Escrow of 4% of Construction costs as determined by City Engineer due at pre-construction meeting prior to development work starting	
REZONING OR TEXT AMENDMENT:	\$300.00 Application Fee; \$2,500.00 Escrow	
SITE PLAN APPLICATION:	\$300.00 Application Fee; \$1,500.00 Escrow	

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IN FIN	OLOGY/SOFTWARE FEE INCLUDED AL PLAT, PAID AT TIME OF CATION:	\$150.00 per lot fee
VARIA	NCE	
	RESIDENTIAL OR AGRICULTURE DISTRICT:	\$150.00 Application Fee; \$1,000.00 Escrow
	ALL OTHER DISTRICTS:	\$300.00 Application Fee; \$2,000.00 Escrow
WAIVE	ER OF PLAT:	\$300.00 Application Fee; \$1,500.00 Escrow
GRAD YARD	ING/EXCAVATING PERMIT (CUBIC S)	(when not part of a development application)
	50 – 99	\$0
	100 – 999	\$100.00 for first 100 cubic yards, plus \$65.00 per each additional 100 cubic yards or fraction thereof
	1000 – 9,999	\$350.00 for the first 1,000 cubic yards plus \$60.00 per each additional 1,000 cubic yards or fraction thereof
	10,000 – 99,000	\$650.00 for the first 10,000 cubic yards plus \$50.00 per each additional 10,000 cubic yards or fraction thereof
	100,000 AND OVER	\$1,200.00 for first 100,000 cubic yards plus \$25.00 per each additional 10,000 cubic yards or fraction thereof.
HAULI	NG FEE WHEN USING CITY STREETS LESS THAN 50,000 CUBIC YARDS	(materials hauled in or out of site) \$0
	GREATER THAN 50,000 CUBIC YARDS	First 50,000 cubic yards costs \$0 plus \$.55 per additional one cubic yard or fraction thereof
WFTI	AND APPLICATION	
	NO LOSS DETERMINATION: EXEMPTION:	\$150.00 Application Fee; \$2,000.00 Escrow \$150.00 Application Fee; \$650.00 Escrow
	REPLACEMENT PLAN:	\$150.00 Application Fee; \$1,800.00 Escrow
	WETLAND DELINEATION REVIEW:	\$150.00 Application Fee; \$2,000.00 Escrow
	WETLAND BANKING APPLICATION:	\$150.00 Application Fee; \$1,250.00 Escrow
	LAND DEVELOPMENT WCA REVIEW	\$300.00 Application Fee; \$2,500.00 Escrow
	1-25 LOTS:	
	LAND DEVELOPMENT WCA REVIEW 26-50 LOTS:	\$300.00 Application Fee; \$3,000.00 Escrow
	LAND DEVELOPMENT WCA REVIEW	\$300.00 Application Fee; \$25.00 Per Lot
	EACH LOT OVER 50:	Escrow after 50 lots (base \$3,000 Escrow)
	INSPECTION OF RESTORATION PLAN	\$250.00
WCA \	/IOLATION	\$5,000 Escrow

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** NOTE: In addition to the above fees, applicants shall be responsible for any and all staff fees/costs, attorney fees/costs, and outside consultant fees/costs incurred by the City for the review of the application and other appurtenant work. The current attorney's fee hourly rate is \$200.00-\$225.00 (subject to change). The applicant shall be required to deposit with the City an escrow in an amount determined by the City sufficient for payment of projected staff, attorney's, and outside consultant fees/costs. If the escrow amount is not deposited with the City, the application shall be deemed incomplete. Additional escrow will be required should the account be depleted or deemed insufficient to cover costs incurred. Any remaining escrow left after the project's close out shall be refunded. For each final plat application, construction cost estimates shall be submitted to the City and will be subject to review and approval of the City Engineer.

SECTION 7: POLICE, FIRE, & PUBLIC SAFETY

SECTION 7.1 SCIOL, 1 INC., & 1 SBEIS SAI E 1 1			
DANGEROUS DOGS			
DANGEROUS DOG LICENSE:	\$490.00 per year + annual license		
DANGEROUS DOG SIGN:	\$10.00		
DANGEROUS DOG TAGS:	\$5.00		
CONTRACT SECURITY	\$125 /hour		
FASLE ALARM FINE – POLICE:	\$100.00 fee upon receipt of third false alarm notice at an address in one calendar year. Each additional false alarm after the third is \$100.00		
FINGER PRINTING:	\$20.00		
POLICE REPORTS:	\$10.00 each		
COLOR/DIGITAL PHOTOS	\$10.00 each		
SQUAD VIDEO	\$30.00 each		
BODY WORN CAMERA VIDEO	\$30.00 each		
OTHER VIDEOS	\$30.00 each		
ACCIDENT REPORT	\$10.00 each		
FIRE SUPPRESSION PERMIT	Based on Valuation ¹ + Plan Check ¹		
FALSE ALARM FINE – FIRE:	\$100.00 fee upon receipt of third false alarm notice at an address in one calendar year. Each additional false alarm after the third is \$100.00		
SPECIAL VEHICLE PERMIT	\$30 for 3 years		
FIREWORKS PERMIT	\$100.00		
FIRE INSPECTIONS			
FIRST FOLLOW-UP:	Free		

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SECOND FOLLOW-UP:	\$100.00
THIRD FOLLOW-UP:	\$150.00
FOURTH FOLLOW-UP:	\$200.00

SECTION 8: PUBLIC WORKS

OLO HOR OF OBLIG WORK	
PERMIT TO EXCEED ROAD RESTRICTIONS:	\$100.00
UTILITY/ROW PERMIT	\$100.00 Permit fee AND \$3,000 escrow per permit OR \$10,000 escrow for the year
SMALL CELL WIRELESS FACILITY COLLOCATION PERMIT	\$500 for collocation of up to five (5) small wireless, 100 per small wireless facility beyond five (5)
SMALL CELL WIRELESS, NEW STRUCTURE PERMIT	\$1,000 per new pole
SEWER AND WATER UTILITY RATES	
WATER BASE:	\$16.60/Bi-Monthly
WATER USAGE: PER 1,000 (GAL) 0-6,000 GAL:	-
WATER USAGE: PER 1,000 (GAL) 6,001-10,000:	\$4.00
WATER USAGE: PER 1,000 (GAL) 10,001-33,000:	\$4.38
WATER USAGE: PER 1,000 (GAL) OVER 33,001:	\$4.80
HYDRANT WATER METER PER 1,000 (GAL)	\$4.80
WATER AVAILABILITY FEE FOR EXISTING RESIDENCES WITH AVAILABLE WATER SERVICE AND HAVE NOT CONNECTED:	\$16.60/Bi-Monthly
IRRIGATION ACCOUNTS ONLY:	
WATER USAGE: PER 1,000 (GAL) 0- 500,000 GAL:	\$3.62
WATER USAGE: PER 1,000 (GAL) 500,001-1,250,000 GAL:	\$4.00
WATER USAGE: PER 1,000 (GAL) 1,250,001-2,500,000 GAL:	\$4.38
WATER USAGE: PER 1,000 (GAL) OVER 2,500,000 GAL:	\$4.80
SEWER BASE:	\$23.36/Bi-Monthly
SEWER USAGE PER 1,000 (GAL)	\$5.09

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	SEWER ONLY NDL 1,000 (GAL) AND OVER:	\$6.88
	MN CONNECT FEE:	\$1.62/Bi-Monthly
	CHAMPLIN FEE PER/ UNIT NATURES CROSSING:	\$13.05/Month
WAT	ER METER USE FEES:	
	RESIDENTIAL METER:	\$16.60
	1 INCH WATER (BASE FEE):	\$49.34
	1.5 INCH WATER (BASE FEE):	\$63.44
	2 INCH WATER (BASE FEE):	\$102.16
	3 INCH WATER (BASE FEE):	\$387.52
	4 INCH WATER (BASE FEE):	\$492.44
	6 INCH WATER (BASE FEE):	\$739.78
	10 INCH WATER (BASE FEE):	\$1,761.38
NON-	RESPONSE FOR WATER METER	\$100 per billing cycle
MAIN	ITENANCE (INITIATED BY CITY)	
WAT FEE:	ER SHUT OFF AND RECONNECTION	\$150.00

SECTION 9: DEVELOPMENT TRUNK AND CONNECTION FEES

CONNECTION FEES				
TRUNK AREA CHARGES	Non-Residential	Residential	High Density (12 units or greater)	
STORM WATER	9,086/acre	3,494/unit	483/unit	
SANITARY SEWER	6,751/acre	2,597/unit	356/unit	
SANITARY SEWER LATERAL CHARGE	Credit eligibility calculated as part of development agreement	Credit eligibility calculated as part of development agreement	Credit eligibility calculated as part of development agreement	
WATER	10,527/acre	4,049/unit	673/unit	
CONNECTION FEES				
(A BUILDING PERMIT)	Non-Residential	Residential	High Density	
SEWER ACCESS CHARGE (SAC)	\$3,406/unit (\$921 city +\$2,485)	\$3,406/unit (\$921 city +\$2,485)	\$3,033/unit (\$548 city +\$2,485)	
WATER ACCESS CHARGE (WAC)	\$13,408/acre	\$5,157/unit	\$796/unit	
MAPLE GROVE WAC (PAID TO MAPLE GROVE IN SOUTH DAYTON)	\$12,596/acre, \$6,298/acre (church with no weekday usage)	\$3,149/unit	\$2,519/unit	

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PARK AND TRAIL DEDICATION			
PARK DEDICATION	\$7,900/acre	\$4,497/unit	\$3,129/unit
TRAIL DEDICATION	\$3,214/acre	\$2,796/unit	\$2,541/unit
*Acre represents develop			
Site Area - wetland per NWI Floodplain			
*Per unit residential based on average 3 units per acre density			

NOTES: Connection fees, and building permits are non-transferable. In the event that escrows are depleted, the applicant shall be invoiced or additional escrow may be required.

<u>SECTION 10: VALUATION BUILDING PERMIT FEES, STATE SURCHARGE, & PLAN CHECK</u>

¹ Valuation Based Building Permit Fees see be	low table
TOTAL VALUATION:	<u>FEE</u>
<u>\$1.00 - \$500.00</u>	<u>\$23.50</u>
<u>\$501.00 - \$2,000.00</u>	\$23.50 for the first \$500.00 plus \$3.05 for each
	additional \$100.00, or fraction thereof, to and
	including \$2,000.00
<u>\$2,001.00 - \$25,000.00</u>	\$69.25 for the first \$2,000.00 plus \$14.00 for
	each additional \$1,000.00, or fraction thereof,
	to and including \$2,000.00
<u>\$25,001.00 - \$50,000.00</u>	\$391.25 for the first \$25,000.00 plus \$10.10 for
	each additional \$1,000.00, or fraction thereof,
	to and including \$50,000.00
<u>\$50,001.00 - \$100,000.00</u>	\$643.75 for the first \$50,000.00 plus \$7.00 for
	each additional \$1,000.00, or fraction thereof,
	to and including \$100,000.00
<u>\$100,001.00 - \$500,000.00</u>	\$993.75 for the first \$100,000.00 plus \$5.60 for
	each additional \$1,000.00, or fraction thereof,
	to and including \$500,000.00
<u>\$500,001 - \$1,000,000.00</u>	\$3,233.75 for the first \$500,000.00 plus \$4.75
	for each additional \$1,000.00
\$1,000,001.00 AND UP	\$5,608.75 for the first 1,000,000.00 plus \$3.65
	for each additional \$1,000.00, or fraction
	thereof.
² Plan check fee types	
PLAN CHECK TYPES:	CHARGE

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ADDITIONAL CONSULTANT REVIEW	Actual cost (may be billed separately)
(ENGINEER, PLANNER, ETC.):	
NEW CONSTRUCTION HOMES (INCLUDES	65% of Permit Fee
TOWNHOMES, ROW HOMES, AND	
SIMILAR):	
NON-RESIDENTIAL AND APARTMENT	65% of Permit Fee
BUILDINGS:	
MASTER PLAN DESIGNATED NEW	65% of Permit Fee
CONSTRUCTION HOMES:	

³ State Surcharges when based on valuation

TOTAL VALUATION:	STATE SURCHARGE
FIXED PERMIT FEE AMOUNT	\$1 or one-half mill (.0005) of the fee whichever
	<u>is greater</u>
VALUATION OF \$1,000,000 OR LESS	One-half mill (.0005) of the valuation of the
	structure, addition, or alteration
VALUATION BETWEEN \$1,000,000 TO	\$500 plus two-fifths mill (.0004) of the value
<u>\$2,000,000</u>	between \$1,000,000 to \$2,000,000
VALUATION BETWEEN \$2,000,000 TO	\$900 plus three-tenths mill (.0003) of the value
<u>\$3,000,000</u>	between \$2,000,00 to \$3,000,000
VALUATION BETWEEN \$3,000,000 TO	\$1,200 plus one-fifth mill (.0002) of the value
<u>\$4,000,000</u>	between \$3,000,000 to \$4,000,000
VALUATION BETWEEN \$4,000,000 TO	\$1,400 plus one-tenth mill (.0001) of the balue
<u>\$5,000,000</u>	between \$4,000,000 to \$5,000,000
VALUATION GREATER THAN \$5,000,000	\$1,500 plus one-twentieth mill (.00005) of the
	value greater than \$5,000,000.



PRESENTER: Marty Farrell

ITEM: Well Head treatment pay application #3 from Magney Construction

PREPARED BY: Marty Farrell

POLICY DECISION/ACTION TO BE CONSIDERED: Payment of Pay Application #3.

BACKGROUND: The project includes addition of a new building adjacent to Wellhouse No. 4 that includes horizontal pressure filter equipment. Water from Well 4 and future Well 5 will be filtered to remove iron and manganese and improve water quality.

BUDGET IMPACT:

The total Magney Contract budget \$7,256,700.00

Magney construction pay application #3 \$325,410.38

Total previous payments \$341,315.80

Total remaining Magney Contract budget \$6,589,973.82

Total remaining project budget \$7,475,434.64

Project funded from \$4,000,000 Federal Grant, \$1,750,000 and Water Enterprise Fund 601.

RECOMMENDATION: Accept pay application from Magney Construction for \$325,410.38.

ATTACHMENT(S): Pay application #3

Documents and is not defective.

Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment fee and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all work covered by this Application for Payment is in accordance with the Contract

Date:

Contractor's Certification

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior

Contractor's Application for Payment No. 03

	Application Period: 12/1/2023 - 12/31/2023	Application Date: 12/29/2023
To (Owner): City of Dayton, MN	From (Contractor): Magney Construction, Inc.	Via (Engineer): Black & Veatch
Project Name: Dayton Filtration Plant Wells 4 & 5	Contract: All Construction	
Owner's Contract No.:	Contractor's Project No.: 00604	Engineer's Project No.: 414098

APPLICATION FOR PAYMENT

Change Order Summary Approved Change Orders

NET CHANGE BY CHANGE ORDERS	TOTALS												No.	
													Additions	II
													Deductions	
		9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Schedule of Values + Line 5c above)	8. AMOUNT DUE THIS APPLICATION	7. LESS PREVIOUS PAYMENTS (Line 6 from prior)	6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	c. Total Retainage (Line 5a + Line 5b)	b. 5% x \$ 70,136.29 Stored Materials	a. 5% x \$ 631,680.74 Work Completed	5. RETAINAGE:	4. TOTAL COMPLETED & STORED TO DATE	3. CURRENT CONTRACT PRICE (Line 1 +/- 2)	2. Net change by Change Orders	1. ORIGINAL CONTRACT PRICE	
		S	S	S	\$	S	S	S		S	S	S	S	
		6,589,973.82	325,410.3	341,315.8	666,726.1	35,090.85	3,506.81	31,584.04		701,817.03	7,256,700.0		7,256,700	

	Approved by:		Approved by:		Payment of:		Recommended by:	Payment of:
Funding Agency (if applicable)		(City of Dayton)		(Line 8 or other - attach explanation of other amount)	\$325,410.38	(Engineer)	(Line 8 or other - attach explanation of other amount) July Ailbert	\$325,410.38
(Date)		(Date)				(Date)	12/29/2023	

12/29/2023

l		ļ							
\$ 3,248,04	319,539,30		\$ 64,960,70	\$ 40,149.29		\$ 24,811,41	ω	Process Pipe & Fittings	15061
\$	\$ 56,600.00					\$	\$ 56,600.00	Valves	15010
\$			\$			\$		Monorail Chain Hoists	14621
\$ -	\$ 50,000.00		\$ -			\$ -	\$ 50,000.00	Compressed Air Equipment	11630
\$ -	\$ 25,000.00	0%	\$ -			\$ -	\$ 25,000.00	Static Mixer	11530
\$ -	\$ 95,000.00	0%	\$			\$ -	\$ 95,000.00	Floating Decanters	11370
\$ -	\$ 78,700.00	0%	\$ -			\$ -	\$ 78,700.00	Regenerative Blower	11271
s .	\$ 2,204,240.00	0%	\$			\$	\$ 2,204,240.00	Horizontal Pressure Filters	11270
\$	\$ 42,000.00	0%	\$ -			\$ -		Submersible Pumps	11150
\$	\$ 3,500.00	L	\$			\$		Louvers	10200
\$	10	L	\$			\$	10	Painting / Coatings	09940
\$		L	\$			\$		Glass & Glazing	08800
\$ -	L	L	\$			\$		Access Doors & Hatches	08305
S		L	\$			\$		Flush Aluminum Frames	8120
\$		0%	\$			\$		FRP Doors & Frames	08115
\$		L	\$			\$		Joint Sealants	07900
\$	107,000.00		\$			\$	1	Standing-Seam Metal Roofing	07415
\$	-	L	\$			\$		Fluid Applied Membrane Air Barrier	07270
\$	18,900.00	L	\$			\$		Thermal Insulation	07200
\$	\$ 8,000.00	0%	\$			\$	\$ 8,000.00	Masonry Water Repellent Coating	07185
\$	\$ 22,300.00	L	\$			\$	\$ 22,300.00	Rough Carpentry	06100
\$ -	\$ 201,100.00	0%	\$			\$	\$ 201,100.00	Metal Framing & Misc. Metals	05000
\$		L	\$			\$		Masonry	04200
\$ 3,323.52	\$ 669,929.63	9%	\$ 66,470.37		\$ 51,249.99	\$ 15,220.38	\$ 736,400.00	Cast-in-Place Concrete	03300
\$ 5,230.68	\$ 178,086.35	37%	\$ 104,613.65	\$ 29,987.00	\$ 74,626.65	\$	\$ 282,700.00	Concrete Reinforcement	03200
\$.	\$ 6,000.00	0%	\$ -			\$ -	\$ 6,000.00	Seeding & Sodding	02930
\$ -	\$ 12,500.00	0%	\$ -			\$ -	\$ 12,500.00	Finish Grade	02900
\$ 429.00	\$ 211,420.00	4%	\$ 8,580.00			\$ 8,580.00	\$ 220,000.00	Site Utilities	02600
\$ -	\$ 22,000.00	0%	\$ -			\$.	\$ 22,000.00	Asphalt Pavement	02512
\$ 3,435.00	\$ -	100%	\$ 68,700.00		\$ 34,350.00	\$ 34,350.00	\$ 68,700.00	Earth Retention System	02203
\$ 5,512.32	\$ 141,853.69	44%	\$ 110,246.31		\$ 73,646.31	\$ 36,600.00	\$ 252,100.00	Excavation & Backfill	02202
\$ 490.00	\$ -	100%	\$ 9,800.00			\$ 9,800.00	\$ 9,800.00	Clearing & Grubbing	02100
\$	\$ 17,200.00	0%	\$			\$.	\$ 17,200.00	Selective Site Demolition	02050
\$ 3,945.00	\$	100%	\$ 78,900.00			\$ 78,900.00	\$ 78,900.00	Bond & Insurance	01003
\$ 1,555.00	\$ 146,900.00	17%	\$ 31,100.00		\$ 11,300.00	\$ 19,800.00	\$ 178,000.00	Supervision	01002
\$ 2,377.80	343,044.00	12%	\$ 47,556.00		\$ 26,388.00	\$ 21,168.00		General Conditions	01001
\$ 5,502.50	\$ 110,050.00	50%	\$ 110,050.00			\$ 110,050.00	\$ 220,100.00	Mobilization	01000
			(C+D+E)	(not in column D)					
Retainage (5%)	Balance to Finish	% Complete	lotal Completed and Stored to Date		THIS PERIOD	Application (C+D)	Scheduled Value	Description of Work	Spec Section
	,	2	ı	,		,			
	a l				,				Mari
2023	5202/15/21	work completed inrough:	work compi					100	Application No.:
2023	12/29/2023	Date of Application:	Date						
				•				General Contractor: Magney Construction, Inc.	
				. '				Contract No.:	
				. '				Project No.: 414098	
	155317	Chanhassen, MN 55317	٥.					Consulting Engineer: Black & Veatch	
		1401 Park Road		•					
	action, Inc.	Magney Construction, Inc.	Submitted By: 1		U	Plant Wells 4 &	Dayton, MN - Filtration Plant Wells 4 & 5	Schedule of Values For: Dayto	

35,090.85	\$ 6,554,882.97 \$	10%	701,817.03	70,136.29 \$	\$ \$ 272,400.95	\$ 359,279.79	7,256,700.00	TOTALS \$		
,	\$ 401,707.00 \$	0%		\$		\$	401,707.00	\$	Electrical - Control Systems	16050.5
-	\$ 11,360.00 \$	0%		\$		\$ -	11,360.00	\$	Electrical - Lightning Protection	16050.4
-	\$ 15,000.00 \$	0%		\$		\$ -	15,000.00	\$	Electrical - MCC Installation	16050.3
	\$ 20,000.00 \$	0%		Ş		\$ -	20,000.00	Installation \$	Electrical - Electrical Equipment Installation	16050.2
-	\$ 263,633.00 \$	0%		\$		\$ -	263,633.00	\$	Electrical - Electrical Work	16050.1
42.00	\$ 24,245.00 \$	3%	840.00	Ş	\$ 840.00	\$	25,085.00	t Temp Power \$	Electrical - General Conditions & Temp Power	16050
	\$ 750.00 \$	0%		\$		\$	750.00	rial \$	HVAC - Refrigerant Piping Material	15500.9
-	\$ 3,100.00 \$	0%		Ş		\$	3,100.00	\$	HVAC - Refrigerant Piping Labor	15500.8
	\$ 16,600.00 \$	0%		\$		\$	16,600.00	\$	HVAC - Equipment Material	15500.7
-	\$ 11,000.00 \$	0%		\$		\$ -	11,000.00	\$	HVAC - Equipment Labor	15500.6
-	\$ 4,500.00 \$	0%		\$		\$	4,500.00	\$	HVAC - Ductwork Material	15500.5
-	\$ 4,500.00 \$	0%	-	\$		\$ -	4,500.00	\$	HVAC - Ductwork Labor	15500.4
-	\$ 28,500.00 \$	0%	-	\$		\$ -	28,500.00	\$	HVAC - Controls	15500.3
-	\$ 1,650.00 \$	0%		\$		\$ -	1,650.00	\$	HVAC - Ductwork Insulation	15500.2
-	\$ 770.00 \$	0%		\$		\$ -	770.00	\$	HVAC - Test & Balance	15500.1
-	\$ 8,955.00 \$	0%	-	\$		\$	8,955.00	\$	HVAC - General Conditions	15500
-	\$ 22,835.00 \$	0%	-	\$		\$ -	22,835.00	res Above Grade \$	Plumbing - Water Piping & Fixtures Above Grade	15400.5
-	\$ 8,260.00 \$	0%		\$		\$	8,260.00	\$	Plumbing - Gas Piping	15400.4
-	\$ 6,975.00 \$	0%		\$		\$	6,975.00	& Vent \$	Plumbing - Above Grade Waste & Vent	15400.3
-	\$ 17,015.00 \$	0%		Ş		\$	17,015.00	% Fixtures \$	Plumbing - Below Grade Piping & Fixtures	15400.2
-	\$ 2,595.00 \$	0%	-	\$		\$ -	2,595.00	\$	Plumbing - Permits/Inspections	15400.1
-	\$ 11,820.00 \$	0%		\$		\$	11,820.00	\$	Plumbing - General Conditions	15400
-	\$ 5,040.00 \$	0%	-	\$		\$	5,040.00	\$	Mechanical Insulation	15250
-	\$ 24,000.00 \$	0%		\$		\$	24,000.00 \$	\$	Stainless Steel Pipe	15064

Meeting Date: 01-23-2024



PRESENTER: Marty Farrell

ITEM: Approval of Quote from Tri State Bobcat for purchase of a 15" woodchipper for

\$68,514.00

PREPARED BY: Marty Farrell

POLICY DECISION / ACTION TO BE CONSIDERED: Purchase of a 15" wood chipper from Tri State Bobcat.

BACKGROUND: Staff has included purchase of a wood chipper on the 2024 CIP. With implementation of an annual tree management program Staff need to add equipment to make the program efficient and effective, purchasing a woodchipper improves efficiency and safety.

Chipping the debris at the job site improves efficiency, the crew no longer needs to load branches onto a trailer secure them in the trailer, drive the debris back to the shop unload and return to the job site. Subsequently Staff has to the load the brush into a tandem and haul it to the transfer station in Maple Grove for disposal. Chipping on site allows the crew to haul directly to the disposal site, and because the chipped product is more efficient to transport than the loose branches and brush.

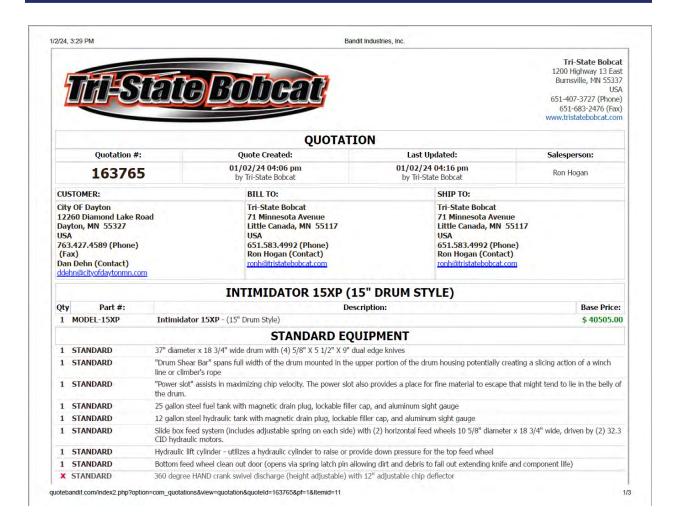
CRITICAL ISSUES: Work site efficiency and productivity

BUDGET IMPACT: CIP budgeted \$40,000 for 2024, actual cost of the wood chipper is \$68,514.00, over budget by \$28,514 staff have identified savings in the mini excavator and fork lift to accommodate the over budget on this item.

RECOMMENDATION: To approve the purchase of the wood chipper from Tri State Bobcat for \$68,514.00.

ATTACHMENT(S): Cost comparison sheet, quotes from TriState Bobcat, Trencher Plus and RDO.

Description	TriS	tate Bobcat*	Tre	encher Plus	RDO*
Base Unit	\$	40,505.00	\$	69,855.00	\$ 70,549.85
Option Package	\$	35,670.00	\$	5,895.14	
Sub Total	\$	76,175.00	\$	75,750.14	\$ 70,549.8
Minus 12% Discount	\$	9,141.00	\$	-	\$ -
Discounted total	\$	67,034.00			
Freight	\$	1,480.00	\$	-	\$ 1,236.0
Final Price	\$	68,514.00	\$	75,750.14	\$ 71,785.8



2/24,	3:29 PM	Bandit Industries, Inc.		
1	STANDARD	Clean out and inspection door on discharge bottom		
X	STANDARD	29" high x 54" wide tapered infeed hopper with 30" fold down infeed hopper tray, heavy-duty taillight covers, and sp	oring lift assists	
1	STANDARD	Inspection window mounted on top of belt shield (allows viewing of belt and easy way to check belt tension)		
1	STANDARD	(2) Last chance safety pull cables		
1	STANDARD	Round control bar - located around top and sides of infeed hopper with 3 control positions (forward / stop / reverse)	
1	STANDARD	Wooden pusher tool with mount on infeed hopper		
1	STANDARD	3/16" x 2" x 6" rectangular tubing with a 3/8" x 3" x 6" tubular tongue		
1	STANDARD	Frame / Fender supports		
1	STANDARD	Lockable aluminum toolbox		
1	STANDARD	5/16" (G70) safety chains with spring loaded latch hooks		
x	STANDARD	8,000 pound capacity tongue jack with 15" of travel and foot pad		
1	STANDARD	12 volt system with rubber mounted LED taillights, 6 prong replaceable coiled power cord & protected heavy-duty v LED clearance lights with reflectors.	iring with junction	box, and
1	STANDARD	Banded chipper drive belts (adjustable via a sliding engine system)		
1	STANDARD	Pressure check kit - Gauge is NOT included		
1	STANDARD	Weather resistant manual container		
1	STANDARD	Engine disable plug for hood locking pin-preventing engine from operating without pin in place		
1	STANDARD	(1) weatherproof machine manual (includes safety, operation and parts sections) also (1) engine and clutch manual	is included if appl	icable
1	STANDARD	Spanish & English combination safety decals		
		OPTIONS		
Qty	Part #:	Description:	Option Price:	Extended:
1	333-32273	Standard Imron Industrial Urethane Bandit Yellow	\$ 0.00	\$ 0.00
1	990-RC1172-753	Ford RSG-862, 6.2L, 165 horsepower GAS engine without clutch (Includes spark arrestor muffler) - If ordered on Model 280 / 280HD must select tongue weight option under add on frame options	\$ 22040.00	\$ 22040.00
1	915-6000-39	Murphy PV485 panel with reversing auto feed for Ford 165 horsepower gas engines (Includes 1,000 CCA battery with aluminum battery box) - Panel is mounted on engine shroud with lockable steel cover	\$ 3460.00	\$ 3460.0
1	700-1000-12	NACD Spring Loaded Clutch	\$ 1725.00	\$ 1725.0
1	OPTION-915-5000-16	Drive system for engines above 145 horsepower (Includes two 3 groove belts in lieu of a single 4 groove belt)	\$ 450.00	\$ 450.0
1	OPTION-915-5001-12	29" high x 54" wide tapered heavy-duty infeed with weld on pan and infeed deflectors	\$ 775.00	\$ 775.0
1	OPTION-980-5000-73	Hydraulic winch with line docking station and manual push button feed assist (Includes 5/16" diameter x 200' Teufelberger rope with 12" loop installed) (Includes (1) manual rear stabilizer)	\$ 5350.00	\$ 5350.0
1	OPTION-915-5000-07	Double Teeth (Bottom Feed Wheel) (15" drums / 250)	\$ 150.00	\$ 150.0
1	OPTION-915-5000-41	Hydraulic flow control for feed wheel rate adjustment (All-In-One Mount)	\$ 325.00	\$ 325.0
1	990-1016-02	Single 10,000 pound Torflex axle with electric brakes (0 degree down trail) (Will be 4 1/2" shorter than 45 degree down trail) (Now 900-5910-70)	\$ 0.00	\$ 0.0

 $quote band it.com/index 2.php? option=com_quotations \\ &view=quotation \\ "e Id=163765 \\ &pf=1 \\ <emid=11 \\ <emid=11 \\ <emid=11 \\ <emid=10 \\ <emid$

2/24	, 3:29 PM	Bandit Industries, Inc.		
1	990-100415	Aluminum bolt on fenders (Approximately 1/4" thick)	\$ 0.00	\$ 0.00
1	990-100274	2-1/2" Wallace Forge Pintle Hitch	\$ 0.00	\$ 0.00
1	OPTION-980-5000-92	270 degree hydraulic controlled swivel discharge chute with manual 12" chip deflector (Includes height adjustable discharge & 270 degree discharge stops)	\$ 850.00	\$ 850.00
1	OPTION-915-5000-13	12" longer stationary tongue (total tongue length from end of frame is 45 1/2") - (includes 1/4" fishplates)	\$ 275.00	\$ 275.00
1	OPTION-905-5000-21	10,000 pound capacity tongue jack with spring return pad	\$ 225.00	\$ 225.00
1	OPTION-905-5000-15	Option 7 Prong (Flat/RV Style) to 6 Prong Coiled Cord	\$ 45.00	\$ 45.00
		CUSTOMER TOTALS		
		Total Unit Price:		\$ 76175.00
		Customer Discount:	12.0000 %	-\$9141.00
		Customer Net Unit Price:		\$ 67034.00
		Freight/Shipping:		\$ 1480.00
		Customer Total:		\$ 68514.00
Ī		DEALER TOTALS		
		COMMENTS		
		В	/ Brenda Lint on 05/0	14/2020 07:28 AM
Sto	ock -see Brenda for ship to	location		
			State Bobcat on 12/2	0/2023 04:15 PM
Pri	ced per Sourcewell Contrac	t #062117-BAN		
		SIGNATURE		
	e Buyer, whose name and a on the terms and condition	address appears above, agrees to purchase from the Seller, whose name and address appears above, the above equi s of this agreement.	pment at the price	es stated and
X				
Si	gnature	Date		



2309 W Hwy. 13 Burnsville, MN 55337 Ph: 952-890-6000 Fax: 952-890-4563 www.trenchersplus.com

December 19, 2023

City of Dayton 13700 Zanzibar Lane Dayton, Mn 55374 Public Works Attn: Dan Dehn

In line with our conversations, we are pleased to quote you the following 2023 MN State bid Brush Chipper contract number 203463 equipment:

1- New Morbark Model 1621X (16")

PSI 4.X, 145-HP gasoline engine with automotive style clutch

Morbark orange urethane paint system

Infeed with rigid tray and control handle to actuate feed wheels and dual safety pull cables

Dual horizontal feed wheels with TorqMaxTM top feed wheel compression system, hydraulic lift assist, spring assisted down pressure and manually applied hydraulic down pressure at the valve handle

Reversing automatic feed system

30" diameter x 23-3/4" wide, four (4) knife staggered knife pocket drum with removable knife holders and dual sided chambered air-impeller system 32-gallon lockable fuel tank with drain plug, sight gauge and shut-off valve 12-gallon lockable hydraulic reservoir with sight gauge, drain plug and clean-out cover

Live hydraulic system including: ball valve, pump, motor, and valve bank with additional valve section for installation of winch package

Manual crank swivel discharge chute with 360° rotation, turnbuckle height adjustment, bottom clean-out door and adjustable flipper

8.2#, 6" channel frame with cross bracing for additional structural rigidity 5" x 3" tubular steel telescoping drawbar with (2) 12" extensions, adjustable hitch plate with 2-1/2" pintle ring and 3/8" thick safety chains with clasp hooks 10,000# Torsion axle, electric brakes, break-away actuator with 235/75R x 17.5", 16-

ply radial tires and hexagon splash guard fenders

5,000# jack with stationary foot pad

Lockable steel combination tool and battery box compartment with 8D, 1400CCA

battery

Registration and operator guide holder

Complete set of manuals including: Safety and Operator's, Parts Manual with electronic back-up, which also includes a Safety Video and OEM component manuals. Also included is an engine manual if applicable along with start-up paperwork

Enclosed engine with gauge panel, radiator fines screen and slide rails for belt adjustment

Trailer wiring package includes: 7-pin flat electrical connector, LED tail lamps, LED side marker lamps, tail lights, and license plate holder with light Options Included:

Manuals

Contract Price Good through Dec. 31, 2023 (orders now with deliver in 2024 at current contract price)

Morbark 1621X Base Unit Contract Price	\$69,855.00
Optional Equipment:	
Variable Infeed Control (recommended)	\$ 365.00
Winch package: Heavy-duty, 5000# pull	\$ 4,650.00
Rubber infeed curtain	\$ 293.76
Cone holder	\$ 340.00
Wheel chocks plus holders	\$ 246.38
Total price with all option	\$75,750.14

^{*}State taxes not included

We appreciate the opportunity of quoting you and look forward to serving your future equipment needs.

Sincerely, Nate Rabideaux Trenchers Plus, Inc. 612-718-6530 Mobil



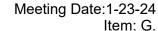
Investment Proposal (Quote)

RDO Equipment Co. 11030 Holly Lane N Dayton MN, 55311 Phone: (763) 294-7800 - Fax:

Proposal for: CITY OF DAYTON 12260 S DIAMOND LAKE RD DAYTON, MN, 553279654 HENNEPIN | Investment Proposal Date: 12/29/2023 | Pricing Valid Until: 1/12/2024 | Deal Number: 1731219 | Customer Account#: 4589003 | Account Manager: Colin Shoen Phone: (952) 890-6144 | Fax: (952) 890-7046 | Email: cshoen@rdoequipment.com

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2024 VERMEER BC1500	\$70,549.85
			BC1500015 BC1500 WITH PSI 5.7L GASOLINE BC1500016 ~MANUAL CHUTE ROTATION RIGHT SIDE BC1500029 BC1500 WINCH RIGHT SIDE CONTROLS T4F BC1500040 ~BC1500 DOMESTIC 6-WAY ROUND TRAILER PLUG BC1500054 BC1500 RT. SIDE CONTROLS PSI 5.7L GASOLINE BC1500077 BC1500 STANDARD TIRES - 235/75R17.5H/J BC1500093 ~BC1500 DOMESTIC OPTION PSI 5.7L GASOLINE	
			Prep / Reconditioning Prep/Frt	\$1,236.00
			Equipment Subtotal:	\$71 785 85

Purchase Order Totals		
	Balance:	\$71,785.85
	Total Taxable Amount:	\$0.00
	MN STATE TAX:	\$0.00
	MN COUNTY TAX:	\$0.00
	MN SPECIAL TAX:	\$0.00
	Sales Tax Total:	\$0.00
	Sub Total:	\$71,785,85
	Cash with Order:	\$0.00
	Balance Due:	\$71,785.85





ITEM: Request to Approve Office Remodel at Fire Station Two

PREPARED BY: Fire Chief Gary Hendrickson

POLICY DECISION / ACTION TO BE CONSIDERED:

Approve the request to allow remodeling of mezzanine at fire station two.

BACKGROUND:

In preparation to add an assistant fire chief to the fire department the organization needs to add additional office space. The mezzanine at fire station two can be converted into one open space to allow for two cubicles. This will allow for workspace for the assistant fire chief and future fire inspector. The total cost for the project is \$23,413 for Creative Home Solutions, Short Stop Electric, Comfort Matters, and \$1200.00 for carpet squares which city staff will install.

CRITICAL ISSUES:

As the organization adds staff, we need to add additional workspace for them to work.

RECOMMENDATION:

The Fire Chief recommends the city council allow the fire chief to contract with Creative Home Solutions, Short Stop Electric, and Comfort Matters. To complete the remodel of the mezzanine for additional office space at fire station two.

ATTACHMENT(S):

Bids for construction.

Creative home solutions

RECIPIENT:

kevin Astrup

12260 S Diamond Lake Rd, Dayton, MN 55327 Dayton, MN 55327

Quote #23	
Sent on	Jan 08, 2024
Total	\$9,200.00

Product/Service	Description	Qty.	Unit Price	Total
Build office enclosure	-Framing in existing area according to the plan provided walls are 2x4 full height excluding block wall towards garage build 1 door and 2 window openings -drywall install drywall on walls only including 1/2 wall inside and out taping includes 3 coats of mud and sanding to paint ready -trim work, windows and doors -painting wood work prefinished to match existing species and stain prime and paint walls to match existing color and sheen install hollow core door with casing on both sides and new vinyl slider windows with trim on both sides install baseboard where needed and trim on 1/2 wall to drywall connection electrical, hvac, and drop ceiling done by others Supply and install drop ceiling in new office space to match existing as close as possible option for built ins are widespread from basic frame in with drywall interior which is included in this price. option to upgrade cabinetry version with adjustable shelves would be additional	1	\$9,200.00	\$9,200.00

Total

\$9,200.00

This quote is valid for the next 30 days, after which values may be subject to change.



16481 Flintwood St NW Andover, MN 55304 612-363-7121- Bruce 763-434-7792- Office shortstopelectric2@comcast.net

Name / Address

City of Dayton
12260 S Diamond Lake Rd
Dayton, MN 55327

Proposal

Date	Terms	Proposal #
1/12/24	50% Due upon Rough In Finish Net Completion	2272
	Project	
office in measure station 2	zzanine	

Item	Description	Qty	Rate	Total
Permit	Permit and filing fee		175.00	175.00
Drop In LED light panel Light	2x2 drop ins	6	255.00	1,530.00
Separate Circuit	printer and mini split piped to panel through concrete floor	4	225.00	900.00
Outlet	printer circuit with two locations, quad outlets for desk	8	95.00	760.00
Circuit	for added outlets	1	170.00	170.00
Demo & Refeed allowance	redo switches for utility room and top of stairs	3	210.00	630.00
Switch		3	95.00	285.00
Demo & Refeed allowance	move vent damper switches up, this is an allowance only they may be tied to a fire panel	2	210.00	420.00
mini split	wire for head units supplied by HVAC	1	525.00	525.00
IT Box	pipe down wall for IT communications we can	4	195.00	780.00
	run wire but do not do terminations, wire to be determined by IT			
	Proposal Valid for 45 Days		Total	\$6,175.00

Shortstop Electric is licensed, bonded and insured. Employees are fully covered by Workmen's Compensation Insurance. All material and labor is guaranteed to be as specified for a period of 30 days. Any alterations or deviations from the above specifications of Proposal that involve extra cost will become an additional cost above Proposed total. All agreements contingent upon strikes, accidents or delays beyond our control. MN Pre-lien notice: Any persons or company supplying material and labor for this improvement to this property, may file a lien against property if that person or company is not paid for the contribution. Acceptance of Proposal- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Signature:



Comfort Matters Heating · Cooling · Plumbing

Job 106650
Estimate Date 1/9/2024
Technician Corey Hickmann
Customer PO

Billing Address Dayton City Hall & Fire Dept #2 12260 South Diamond Lake Road Dayton, MN 55327 USA

Job Address Dayton City Hall and Fire Dept #2 12260 South Diamond Lake Road Dayton, MN 55327 USA

Estimate Details

Fire Station #2 Ductless Htg & Clg: Includes cold climate hyper heating option. Indoor Electrical Included

Wiring to outdoor unit by others. 240 volt 15 Amp Circuit

Task # DUCTLESS SYSTEM	Description Install Ductless Heating & Cooling System, lines set, indoor wiring, snow stand, pad, & drain pan heater.	Quantity 1.00	Your Price \$6,838.00	Your Total \$6,838.00
Installation Project	Crane Lift Included	1.00	\$0.00	\$0.00
			Sub-Total Tax	\$6,838.00 \$0.00
			Total Est. Financing	\$6,838.00 \$90.26

Thank you, your referrals are appreciated.

I hereby authorize Comfort Matters Heating \cdot Cooling \cdot Plumbing to complete the above work in the amount of \$6,838.00 to be performed with the knowledge that this an estimate and can be changed.



8720 Eagle Creek Pkwy Savage, MN 55378

952-882-8904 office 952-736-7545 fax

Insured: Dayton FD Business: (763) 323-4001

Property: 12260 S Diamond Lake Rd E-mail: ghendrickson@cityofdaytonmn.

com

Estimator: Albrecht, Pat Cellular: (612) 849-1398

Company: Restorations by Highmark E-mail: pat.a@highmarkcos.com

Contractor: Business: (952) 882-8904

Company: Restorations by Highmark
Business: 8720 Eagle Creek Parkway

Savage, MN 55378

Dayton, MN 55327

Claim Number: Policy Number: Type of Loss:

Date of Loss: Date Received:

Date Inspected: Date Entered: 1/15/2024 10:59 AM

Price List: MNMN8X_JAN24

Restoration/Service/Remodel

Estimate: DAYTON_FD



8720 Eagle Creek Pkwy Savage, MN 55378

952-882-8904 office 952-736-7545 fax

DAYTON_FD Main Level

Room1			Height: 8'
DESCRIPTION	QTY	UNIT PRICE	TOTAL
1. Metal studding, 3 5/8" wide, 16" OC, 18 gauge	272.04 SF @	7.20 =	1,958.69
29. Duct-free split system - 1 zone	1.00 EA @	1,484.10 =	1,484.10
6. Commercial electrical (SF of bldg) - Average load	281.44 SF @	21.40 =	6,022.82
8. 1/2" drywall - hung, taped, floated, ready for paint	362.67 SF @	3.42 =	1,240.33
31. Heat/AC register - Mechanically attached	3.00 EA @	33.66 =	100.98
3 HVAC covers to provide access to HVAC runs behind new wall			
9. Seal/prime (1 coat) then paint (1 coat) more than the walls	652.00 SF @	1.33 =	867.16
11. Vinyl window, horizontal sliding, 3-11 sf	2.00 EA @	421.61 =	843.22
13. Interior door unit	1.00 EA @	333.53 =	333.53
25. Stain & finish door slab only (per side)	2.00 EA @	81.69 =	163.38
26. Stain & finish door/window trim & jamb (per side)	2.00 EA @	57.21 =	114.42
27. Door knob - interior	1.00 EA @	49.63 =	49.63
15. Casing - 2 1/4" stain grade	40.00 LF@	3.54 =	141.60
16. Stain & finish casing	40.00 LF@	2.24 =	89.60
17. Baseboard - 3 1/4" hardwood	70.17 LF@	6.26 =	439.26
18. Stain & finish baseboard	70.17 LF@	2.20 =	154.37
19. Suspended ceiling grid - 2' x 2'	281.44 SF @	2.65 =	745.82
22. Acoustic ceiling tile	281.44 SF @	4.93 =	1,387.50
23. Carpet tile	281.44 SF @	3.99 =	1,122.95
If we are not able to match the AC/heat unit:			
33. Duct-free split system - rooftop unit	1.00 EA @	5,500.00 =	5,500.00

Grand Total Areas:

281.44	SF Walls SF Floor SF Long Wall	31.27	SF Ceiling SY Flooring SF Short Wall	70.17	SF Walls and Ceiling LF Floor Perimeter LF Ceil. Perimeter
	Floor Area Exterior Wall Area		Total Area Exterior Perimeter of Walls	561.33	Interior Wall Area
	Surface Area Total Ridge Length		Number of Squares Total Hip Length	0.00	Total Perimeter Length

DAYTON_FD 1/15/2024 Page: 2



8720 Eagle Creek Pkwy Savage, MN 55378

952-882-8904 office 952-736-7545 fax

Summary for Dwelling

Line Item Total	22,759.36
Matl Sales Tax Reimb	729.08
Subtotal	23,488.44
Overhead	2,348.85
Profit	2,348.85
Replacement Cost Value	\$28,186.14
Net Claim	\$28,186.14

Albrecht, Pat

DAYTON_FD 1/15/2024 Page: 3



8720 Eagle Creek Pkwy Savage, MN 55378

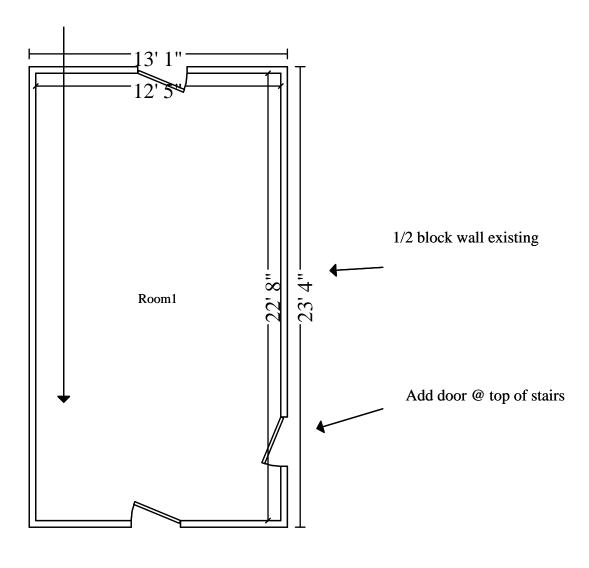
952-882-8904 office 952-736-7545 fax

Recap by Category

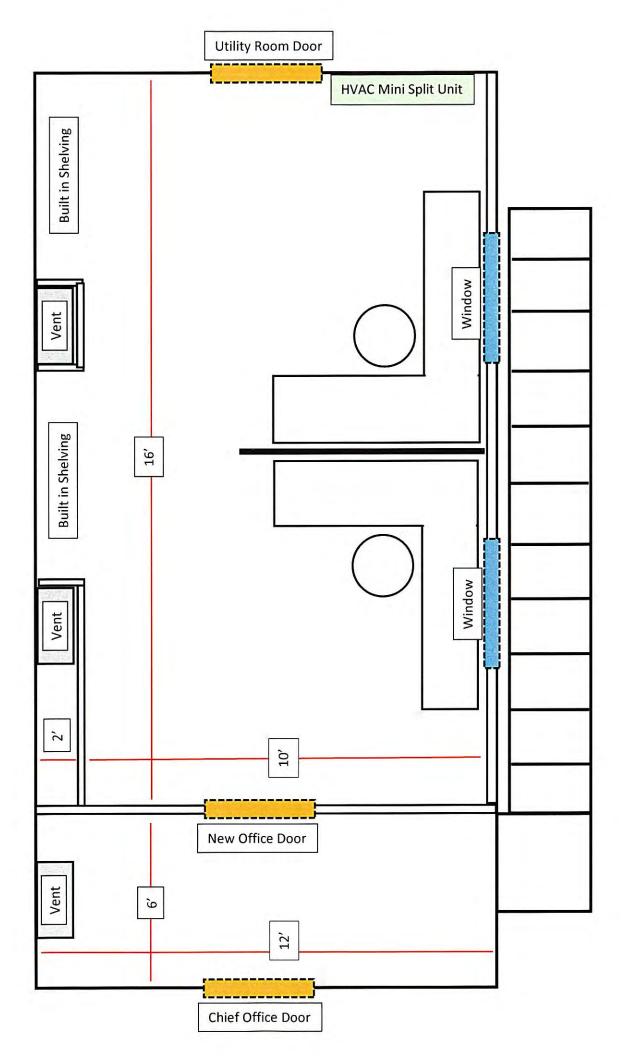
O&P Items	Total	%
ACOUSTICAL TREATMENTS	2,133.32	7.57%
DOORS	333.53	1.18%
DRYWALL	1,240.33	4.40%
ELECTRICAL	6,022.82	21.37%
FLOOR COVERING - CARPET	1,122.95	3.98%
FINISH CARPENTRY / TRIMWORK	580.86	2.06%
FINISH HARDWARE	49.63	0.18%
FRAMING & ROUGH CARPENTRY	1,958.69	6.95%
HEAT, VENT & AIR CONDITIONING	7,085.08	25.14%
PAINTING	1,388.93	4.93%
WINDOWS - VINYL	843.22	2.99%
O&P Items Subtotal	22,759.36	80.75%
Matl Sales Tax Reimb	729.08	2.59%
Overhead	2,348.85	8.33%
Profit	2,348.85	8.33%
Total	28,186.14	100.00%

DAYTON_FD 1/15/2024 Page: 4

Frame in wall to cover ducts









ite: January 23, 2024 Item: H.



APPLICANT

Dayton Properties (Tom Spanier)

<u>ITEM:</u>

<u>Application by Dayton Properties for a Concept Plan review of a New Industrial Building and</u> Proposed Road between 14700 113th Ave N and 17270 113th Ave N.

PREPARED BY:

Tori Leonhardt, Associate Planner II

POLICY DECISION/ACTION TO BE CONSIDERED:

Provide comments on a Concept Plan

PLANNING COMMISSION SUMMARY:

The Planning Commission reviewed this item at their regularly scheduled meeting on January 4, 2024. The commission had several comments about the concept plan covering a number of topics including; did the city reach out to the applicant or did the applicant reach out to the city, is outdoor storage allowed in the BP district, would the outdoor storage be better located along 113th Ave and flip the building, how will this road affect the property to the north and where would their access road be, will utilities go in under the road, is the building able to be shifted to the east a little more so the second setback variance isn't necessary. There were also concerns with the proposed round a bout and access to the DDL properties as well as pursuing the road connection to the south that would open up the Stenslie property and possibly connect to Territorial Road. Commissioner Browen was concerned about the property being guided towards BP and questioned if the BP District allowed outdoor storage. He also suggested that maybe this area needs to be looked at again to see if BP is the correct district for this area. Robert Johnson, RJJ Architect LLC, was there on behalf of the applicant to answer questions. He stated the City approached the applicant. The building could possibly be shifted to avoid the other setback variance. The applicant was open to flipping the building. Applicant does not want to run road between this property and his other adjoining property.

BACKGROUND/OVERVIEW:

Dayton Properties is requesting review comments on a Concept Plan for a future industrial building located at 14700 113th Ave and constructing a temporary access road between this parcel and 17270 113th Ave, which will be built to city standards with the future expansion of CSAH 81 and Dayton Parkway.

Dayton Properties plans the proposed building to be a speculative building and does not currently have tenants identified. The building is 40' by 200' (8,000 sq. ft) building with leased warehouse space and an office space. It's anticipated to have 3 bays and house possibly 3 tenants that would use space as warehouse or storage space. There is a 27' by 40' office space planned for the front of the building with two bathrooms.

CONCEPT PLAN ANALYSIS:

The concept plan review process is designed to receive early input from the public, Planning Commission and City Council prior to developer having to commit large expenditures towards engineering design. A concept plan does not require the level of engineering detail that a site

plan or preliminary plat submittal will require. Comments are not binding, nor are they expected to be the only comments on this project. Once a final site plan is summitted the review process begins and additional formal review comments will be provided.

LAND USE AND ZONING

The property is zoned I-1 Light Industrial. The property is guided "Business Park" on the Future Land Use Map and is in the "Current" staging plan, however, there are currently no city services down 113th Avenue and would likely be done with future development to the north. The subject property currently is 2.5 acres (108,913 sq. ft) in size and the property to the west (17420 113th) is 2.51 acres (109,146 sq. feet) in size.

A CUP is required for an industrial use in the Business Park District. The applicant will also need to apply for Minimum Lot Width Variance with the placement of this new road and the new building. The applicant worked with the City Engineer for placement of the proposed road.

The concept plan shows 17400 113th Ave being reduced to 1.55 acres (66,529 s. ft) with the proposed road and right of way being constructed between the two properties to help facilitate the expansion of CSAH 81 and Dayton Parkway in the future. The proposed new building conforms to the Land Use Designation and is compatible with neighboring uses. The existing building located on the property will be demolished.

SITE DESIGN AND ARCHITECTURE:

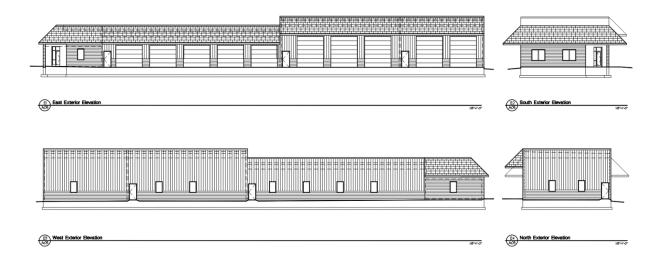
The I-1 zoning district requires that buildings meet the following requirements:

Minimum Lot Size 1	1 acre	1.5 acres	Meets requirement	
Minimum Lot Width ¹	150 feet	114.3	Needs Variance	
Minimum Lot Depth ¹	150 feet	625 feet	Meets requirement	
Maximum Impervious	80 %			
Max building footprint	50%	29.27%	Meets Requirement	
Structure height limit	50 ' (CUP above)	25 feet	Meets Requirement	
Setbacks ²				
Principal Structure				
Front Yard	30 (50) ft – plus 1 foot for every 1 foot of building height over 30 ft (max setback of 80 ft)	180+ft	Meets Requirement	
Side Yard	15 (40) ft	10ft	Needs Variance	
Side Yard Street	30 (40) ft	64+ ft	Meets Requirement	

Rear Yard	15 (50) ft	195.2 ft	Meets Requirement
Parking			
Front, side or rear to street	20 (20) ft	20 ft	Meets Requirement
Side Interior	5 (20) ft	5 ft	Meets Requirement
Rear Yard	15 (20) ft	200+ ft	Meets Requirement

¹Minimum lot size, width, depth and the like shall not include area of street easements, right of way or common areas.

1001.062 Special Requirements in All Industrial Districts
Subd. 1 Building and Site Performance Standards and Requirements in all Industrial and
Business Park Districts



- (1) Building design and materials. The architectural appearance, including building character, permanence, massing, density and composition, scale, construction materials, and functional plan of all principal buildings shall comply with the Comprehensive Plan. Building materials shall be attractive in appearance, of a durable finish, and be of a quality that is compatible and designed to enhance the lot, the neighborhood and the community. All buildings shall be of good aesthetic and architectural quality to ensure they will maintain and enhance the property values of neighboring properties and not adversely impact the community's public health, safety and general welfare.
- a. *Design elements*. The building design must include architectural interest through the use of a minimum of 3 of the following elements:
 - 1. Accent materials;

² Setbacks in parentheses apply adjacent to all Residential Districts. A 20 foot setback is required for any structure or parking adjacent to any other Residential District.

- 2. A visually pleasing front entry that, in addition to doors, shall be accented a minimum of 150 square feet around the door entrance for single occupancy buildings and a minimum of 300 square feet total for the front of multi-tenant buildings (this area shall be counted as 1 element);
 - 3. Twenty-five percent window coverage on each front that faces a street;
 - 4. Contrasting, yet complementary material colors;
 - 5. A combination of horizontal and vertical design features;
 - 6. Irregular building shapes; or
 - 7. Other architectural features in the overall architectural concept.
 - b. Other design requirements.
 - 1. All principal buildings shall have an entry on a street;
 - 2. Buildings shall provide a base and top to their architecture;
 - 3. The tops of buildings shall be articulated to minimize box-like images;
- 4. Buildings shall be architecturally unique and shall not be of a corporate architecture (including roof patterns, corporate colors, architectural elements, and similar treatments).
- c. Accent materials. Accent materials shall be wrapped around walls visible from public view. Painting shall not be substituted for visual relief, accenting, or a required element. Walls shall be articulated thus no wall shall exceed 100 feet in length without visual relief. Visual relief may be defined as the incorporation of design features such as windows, horizontal and vertical patterns, contrasting material colors, or varying wall depths. Use of fiber cement trim, soffit and fascia shall be allowed as accent materials.
- d. Major exterior materials. Major exterior materials of all walls including face brick, stone, glass, stucco, synthetic stucco, fiber cement vertical panel siding, architectural concrete and precast panels shall be acceptable as the major exterior wall surface when they are incorporated into an overall design of the building. Stucco. synthetic stucco or fiber cement vertical panel siding shall not be allowed within 24 inches from grade. Architectural metal may be considered with matte finish and with neutral or earth tone colors. Fiber cement seam lines shall be architecturally integrated into the building design so that they are not visible. Seam lines can be filled, covered by other accent material or other method thereby making the seam lines invisible. Color impregnated decorative block shall also be allowed as a major exterior wall material, and shall be required to be sealed. All materials shall be color impregnated with the exception of allowing architectural concrete precast panel systems and fiber cement siding to be painted. Painting shall not be allowed on color impregnated, major exterior materials. Request for approval of cast in place systems shall be through a Conditional Use Permit or Planned Unit Development, whichever is deemed appropriate by City staff. If the architectural precast panel systems are painted, they shall be properly prepared and maintained regularly to prevent peeling, stripping, shading or any other form of deterioration or discoloration. Proof of manufacturer's painting specifications shall be supplied prior to issuance of a building permit.

e. Restricted exterior materials. Unadorned pre-stressed concrete panels, whether smooth or raked, nondecorative concrete block, sheet metal, corrugated metal or unfinished metal shall not be used as exterior materials. This restriction shall apply to all principal structures and to all accessory buildings except those accessory buildings not visible from any property line. No more than 25% of any exterior wall on a building shall be fiber cement siding, wood or metal accent material.

CRITICAL AREAS:

- 1. Property is guided Business Park (BP) -
 - (A) *Intent*. The purpose of the B-P, Business Park District is to provide for multi-use building and/or the establishment of business offices, wholesale showrooms, and related uses in an environment which provides a high level of amenities, including landscaping, preservation of natural features, increased architectural design, pedestrian facilities and other features.
 - (B) Intent. The purpose of the I-1, 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.
 - (C) BP District Requires a CUP for Light Industrial Uses
- 2. Outdoor Storage on Property What will be considered the rear of the property?
- 3. Applicant would need a Variance for the size of the lot width being under the minimum.
- 4. Street Design access for DDL property
- 5. Who pays for road

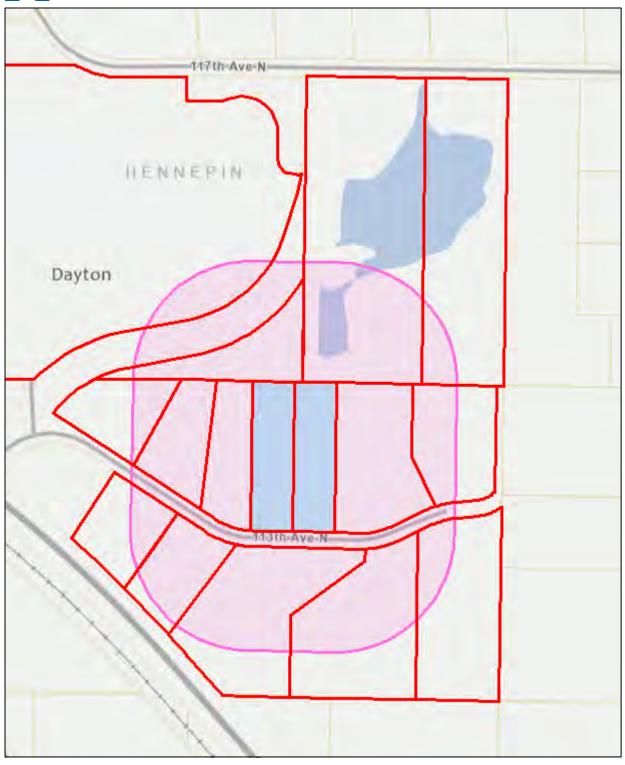
ATTACHMENT(S):

Location Map Engineers Concept Drawing of Road Architectual Plans from RJJ Architect, LLC



Hennepin County Locate & Notify Map

Date: 11/20/2023



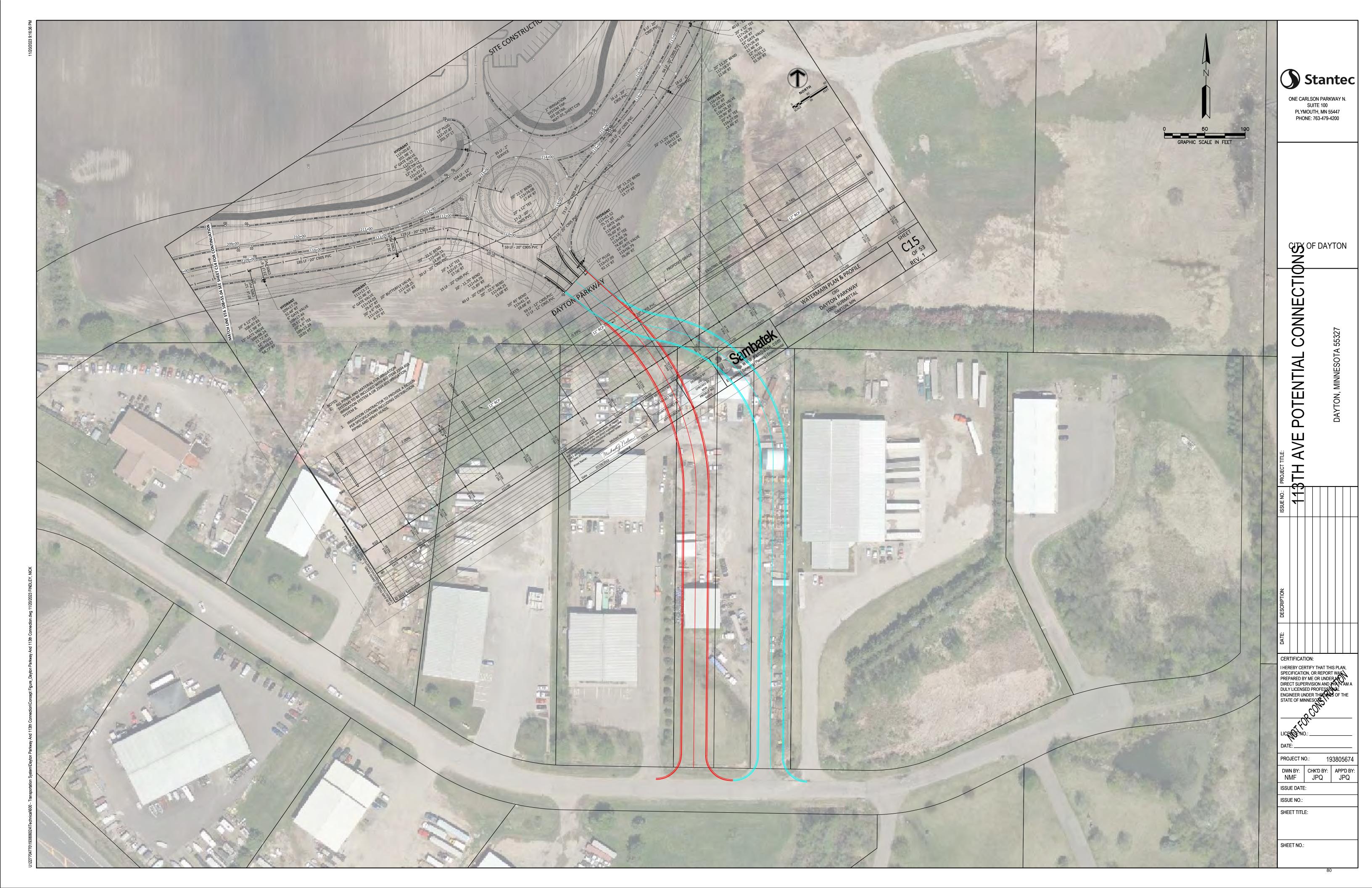
Buffer Size: 500 Map Comments:

17400 and 17420 113th Ave N

0 100 200 400 Feet

This data (i) is furnished 'AS IS' with no representation as to completeness or accuracy; (ii) is furnished with no warranty of any kind; and (iii) is notsuitable for legal, engineering or surveying purposes. Hennepin County shall not be liable for any damage, injury or loss resulting from this data.

For more information, contact Hennepin County GIS Office 300 6th Street South, Minneapolis, MN 55487 / gis.info@hennepin.us



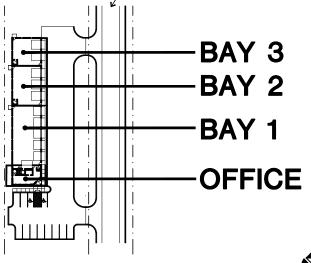




Areial Site Photo - 17400 113th Ave. N.

GENERAL NOTES:

- All mechanical and electrical work and drawings are submitted separately by the respective contractors. All submittals shall meet their respective
- 2. Comply with requirements of laws, ordinances, rules, regulations, and orders of authorities having jurisdiction. Obtain permits, notices, and certificates, if
- It is intended that the Drawings form a guide for the Work to be accomplished under this Contract.
- Immediately bring to the attention of the Architect and the Owner's Representative any discrepancies and/or questions regarding the Contract
- The Prime Contractor and all Subcontractors shall supply all labor, transportation, material, apparatus, scaffolding and tools necessary for the proper execution of the Contract, and be responsible for the safe, proper and lawful performance of his equipment, maintenance and use of the same, as indicated on the Drawings or reasonably implied in accordance with the Contract Documents



Not to Scale

BUILDING/SITE AREAS (GROSS AREAS)

New Site Area 17400 113th Ave. N.

174.25' x 625' -

66529 SF TOTAL SITE AREA 1.53 ACRES

New Building Area

Office/Storage/Repair Building 17400 113th Ave. N.

TOTAL NEW CONSTRUCTION AREA 8,000 SF

OWNER:

Dayton Properties Thomas L & Barbara J Spanier 12510 Fletcher Lane Rogers, MN 55374

NEW OFFICE/STORAGE /REPAIR BUILDING

for Dayton Properties 17400 113th Ave. N. Dayton, MN 55369

RJJ Architect, LLC

web www.rjjohnson.net

Sheet Index

ARCHITECTURAL

A00 Sheet Index, Code Information \$ Site Plan

A01a Final Site Plans, Notes & Details

Interim Site Plans, Notes & Details Overall Floor Plans, Room \$ Door Schedules

Floor Plans - Bay I, Bay 2, \$ Bay 3

Floor Plans - Office Area

Exterior Elevations - North, East, South, \$ West

CODE INFORMATION

Governing Codes:

All new and existing construction must be in compliance with all local and state code authority including but not limited to the following:

- 1. 2012 International Building Code as adopted by the State
- 2015 Minnesota State Building Code.
- 2015 Minnesota State Plumbing Code.
- 2017 National Electrical Code.
- 5. 2015 Minnesota Mechanical Code.
- 6. 2015 Minnesota Energy Code.
- 7. 2015 Minnesota State Fire Code.

Section 302.1 Use and Occupancy Classification Occupancy Classification: BUSINESS GROUP S2

Section 601, Table 601 Type of Construction

Type of Construction: TYPE V-B

Section 503 General Building Height

Allowable Building Height: 25'-0"

Allowable Stories: 2 Actual Stories: 1 STORY

Section 503 General Building Area Allowable Building Area: 13.500 SF

Section 1004, Table 1004.1.2 Occupant Load

Occupant Load Factor (OLF): 100 GROSS

Building Area: 8,000 SF Number of Allowable Occupants: 80

Building Sprinklered Sprinklered: NO



PI Key Building Plan - 17400 113th Ave. N..

RJJ project

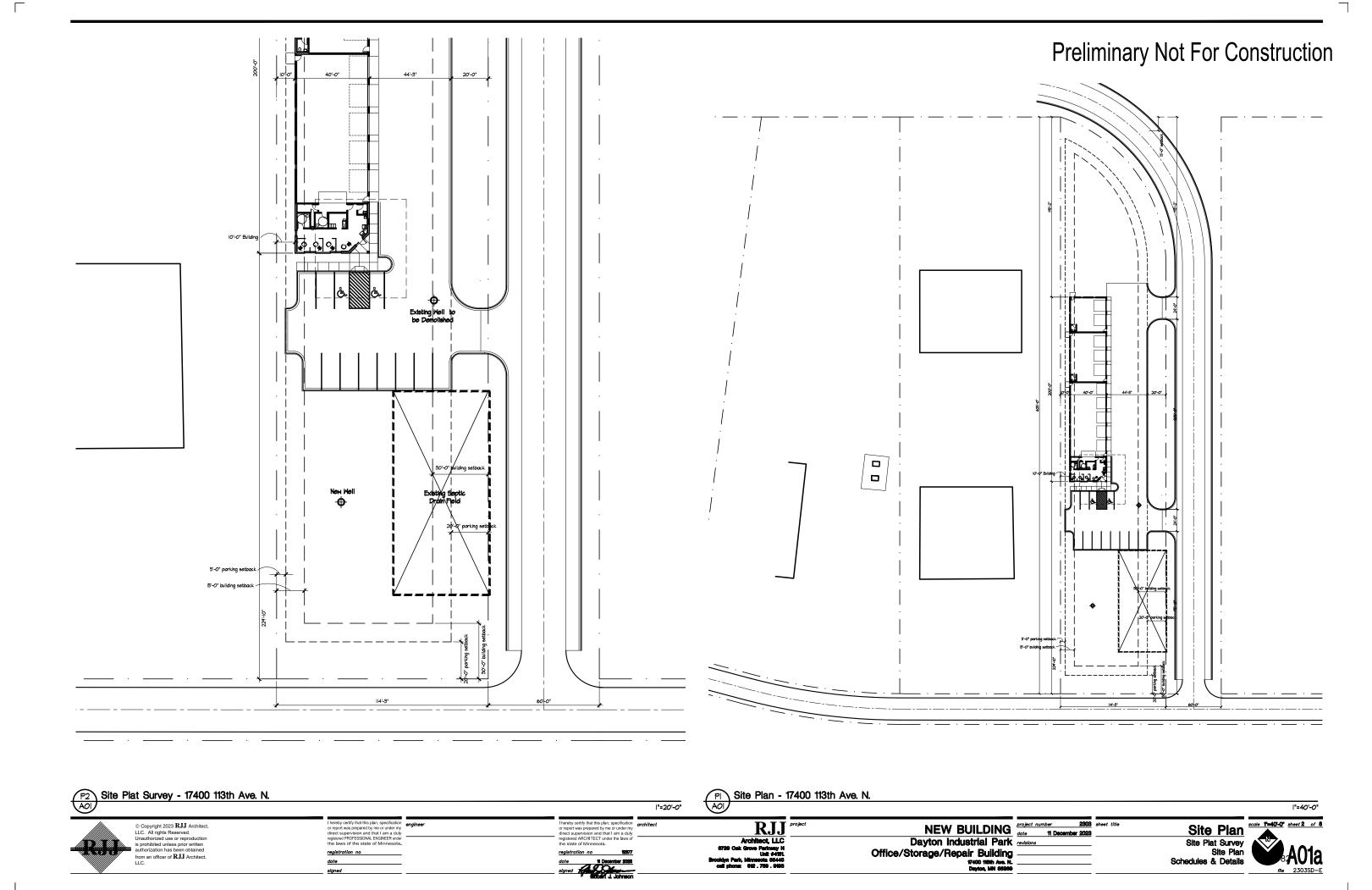
NEW BUILDING project number date 11 Dayton Industrial Park revision Office/Storage/Repair Building

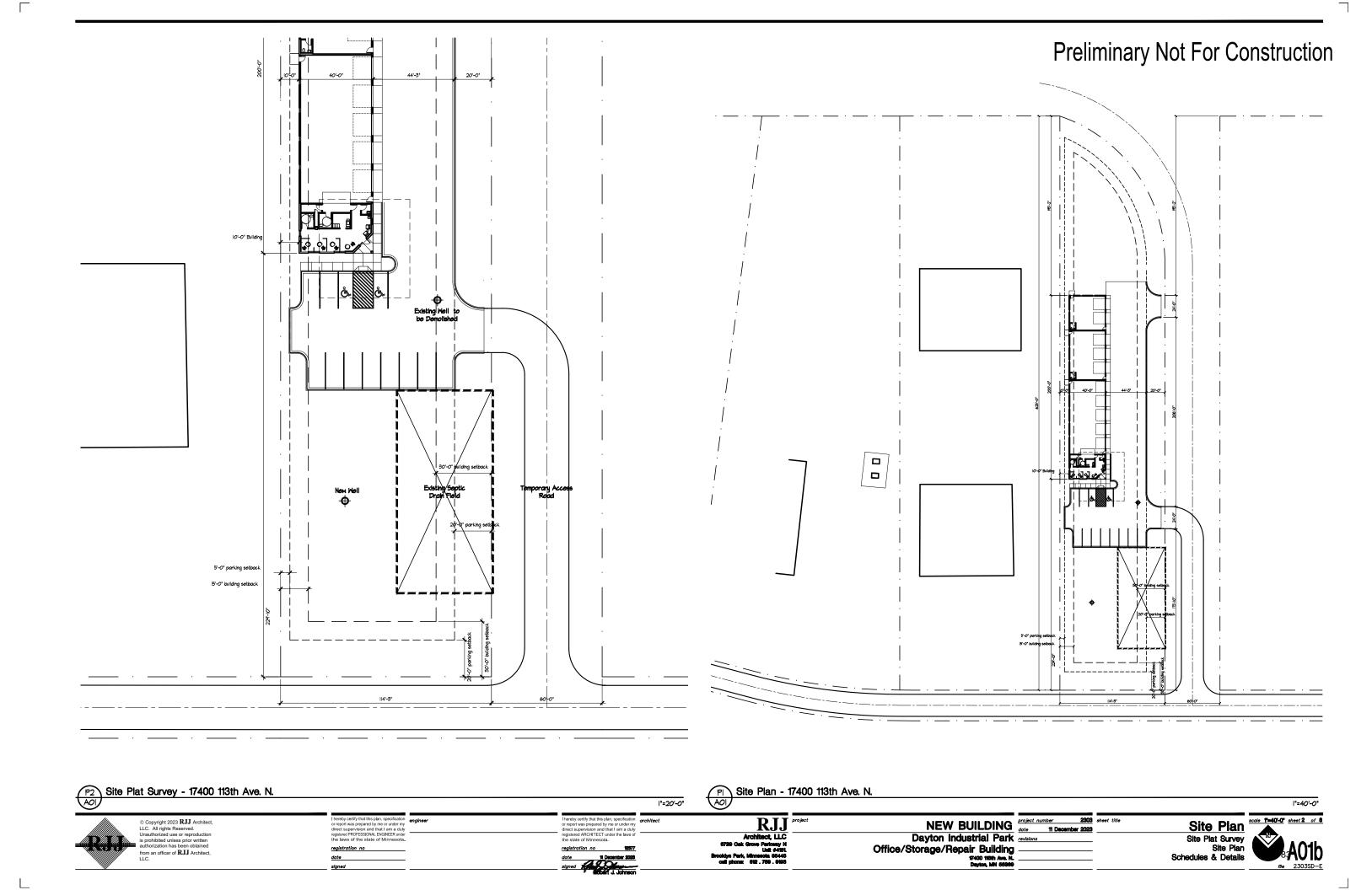
Not to Scale

8,000 SF

Title Sheet







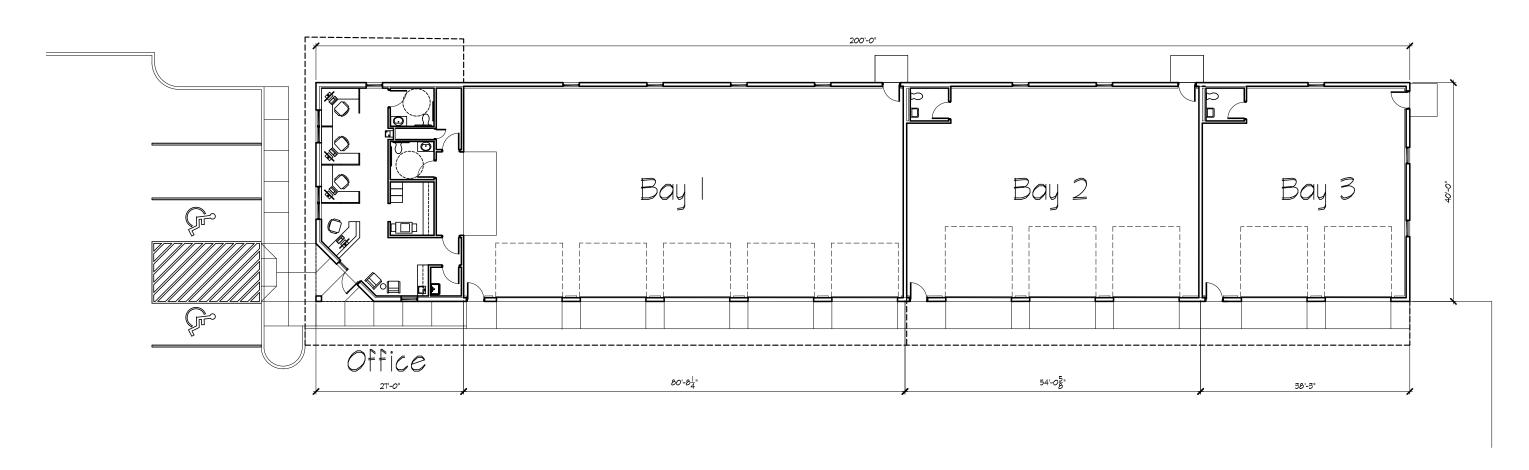


Figure 17400 113th Ave. N.

1/8"=1'-0"

Preliminary Not For Construction

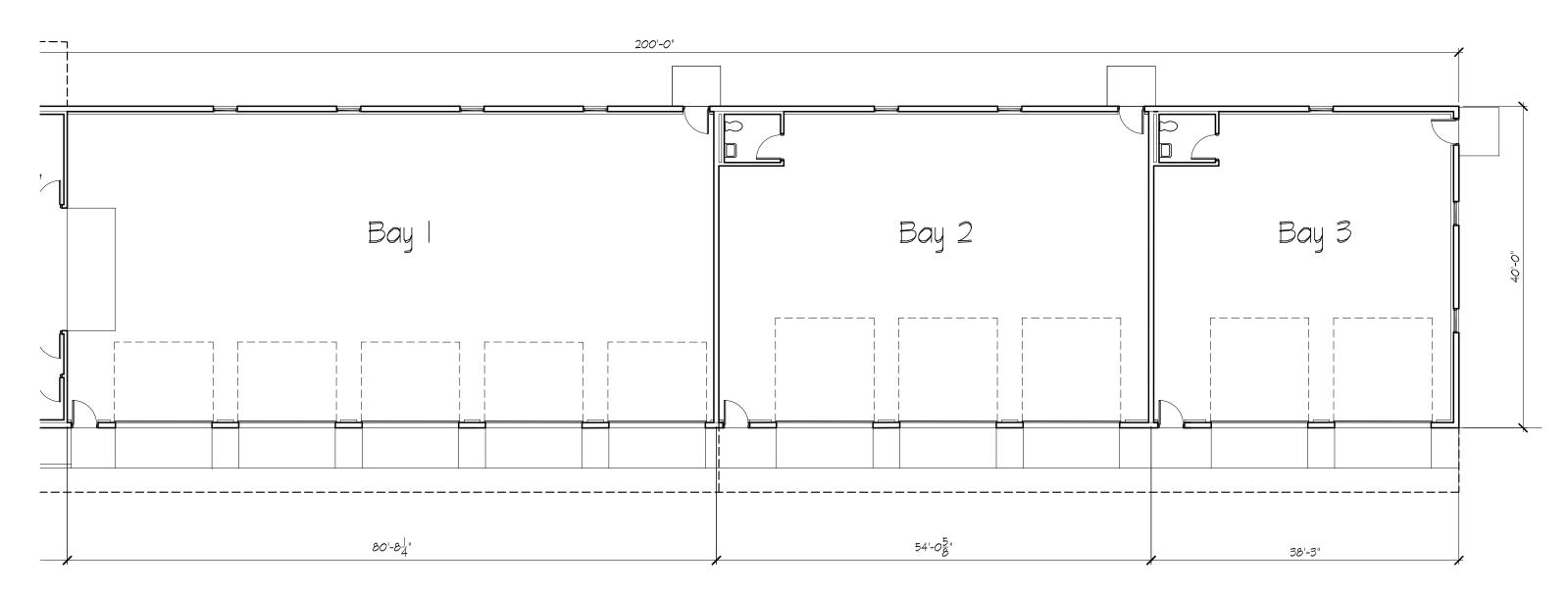


Architect, LLC
6729 Calt Grove Parkway N
Unit 4-481.
Brooklyn Park, Minnesott 56445
cell phone: 612.739.9193

NEW BUILDING

| Project number | 2303 | 2303 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304 | 2304





Repair/Storage Floor Plan - Bay 1, 2, & 3

3/16"=1'-0"

Preliminary Not For Construction



engineer
ct supervision and that I am a duly
cted Pisson State of Minnesota.

Idea of Minnesota.

Idea of Minnesota.

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly registered ARCHITECT under the laws of the state of Minnesota.

registration no 19277 date 11 December 3939 signed

Architect RJJ Architect, LLC 6729 Oak Grove Parkway N Let 4595 L Brooklyn Park, Minnacota 65445 cell phone: 692 - 789, 9196

NEW BUILDING
Dayton Industrial Park
Office/Storage/Repair Building
17400 1990 Ave. N.
Deylon, MM 68999

t number 2303 sheet title Floor Plans
tools Floor Plan - Bay 1, 2, & 3

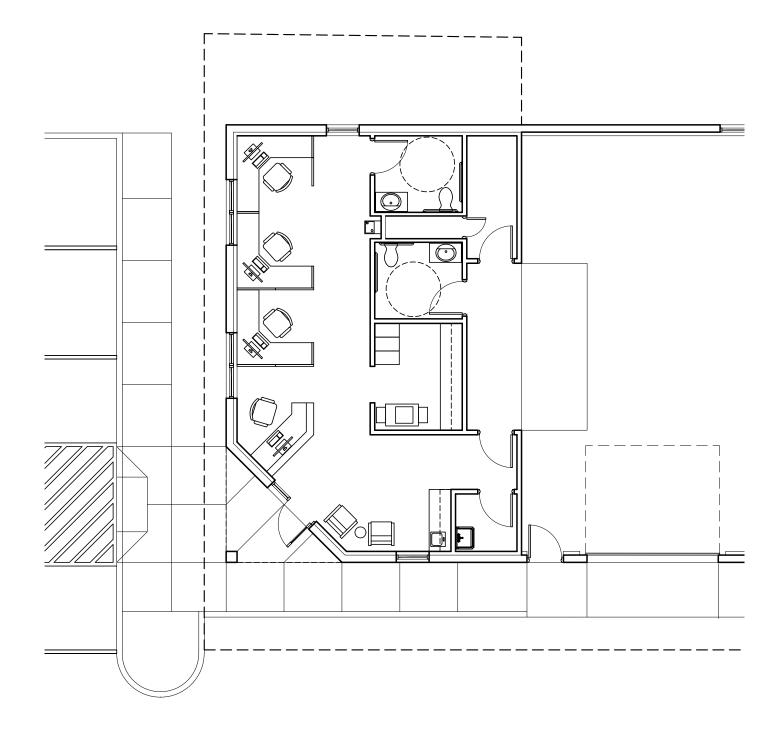
Details

Plans
by 1, 2, & 3

Details

Details

Details



P5 Repair/Storage Floor Plan - Office Plan

Preliminary Not For Construction



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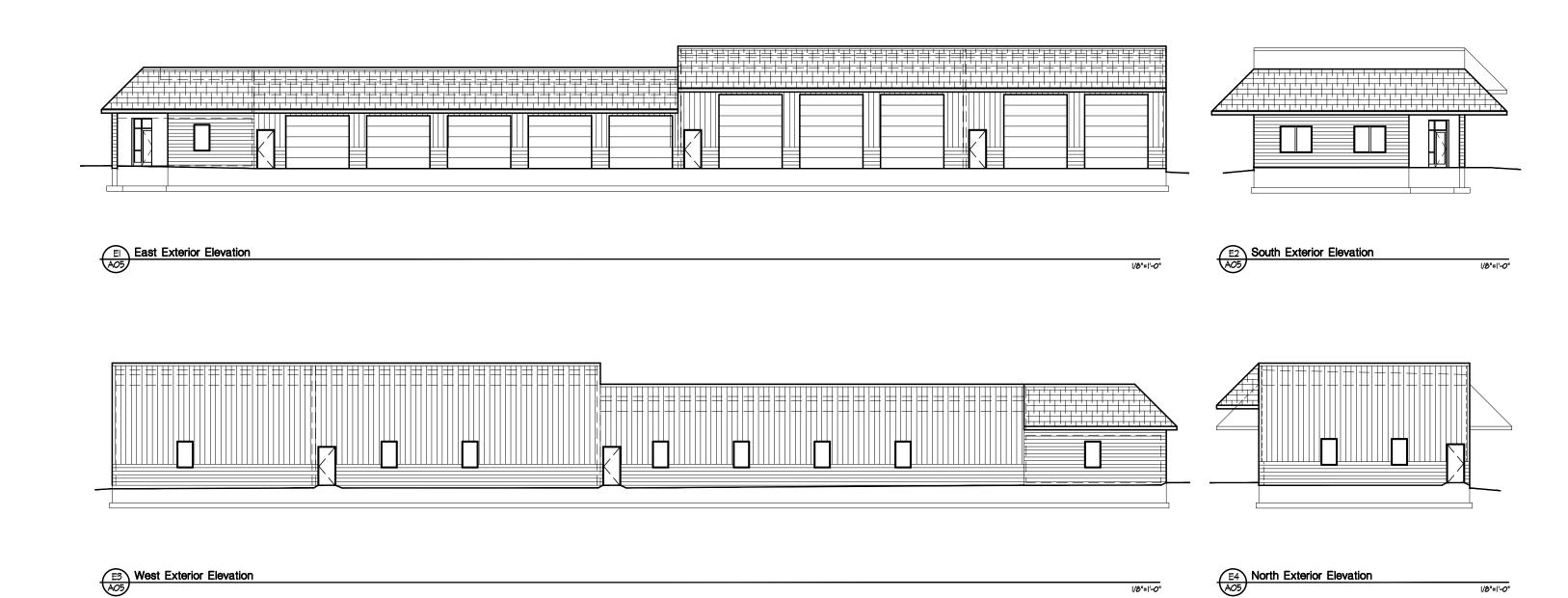
Architect, LLC
6729 Celt Grove Pertwey N
Unit 4-691
Brooklyn Park, Minnesotic 65445
cell phone: 612.789.999

NEW BUILDING project number 2023 sheet title date 11 December 2023

Dayton Industrial Park revisions

Office/Storage/Repair Building P4400 118th Ava. N. Dayton, MN 68860

Floor Plans
Floor Plan - Office Plan



Preliminary Not For Construction





RJJ project Dayton Industrial Park
Office/Storage/Repair Building
17400 1886 Ann. N.
Dayton, MN 56300

NEW BUILDING project number 2303 sheet title date 11 December 2023

Exterior Elevations
West & South Elevations
East & North Elevations



Meeting Date: 1-23-2024



APPLICANT:

TCLD LF2 Brayburn East, LLC.

ITEMS:

Resolution 04-2024 Granting Approval of Final Plat and Developers Agreement for Brayburn Trails East (1st Phase)

PREPARED BY:

Kevin Shay, Consultant Planner

POLICY DECISION / ACTION TO BE CONSIDERED:

Consider approval of Resolution 04-2024

BACKGROUND:

TCLD LF2 Brayburn East, LLC ("applicant/developer") is requesting final plat approval for the first phase of Brayburn Trails East. The 1st phase begins the development on the western portion of the property. The phase includes 47 single family lots and the outlot for dedication of the park in the southwest corner.

Lot 1, Block 6 is shown with a temporary cul-de-sac easement. Staff is requiring that this lot be platted as an outlot at this time. The outlot can be platted as a lot with a future phase when the temporary cul-de-sac is removed. This will reduce the overall lot count by one.

CRITICAL ISSUES:

There are no outstanding issues.

RELATIONSHIP TO COUNCIL GOALS:

This action is not related to a specific goal but part of typical council action.

RECOMMENDATION:

Staff recommends approval of Resolution No. 04-2024 approving the Final Plat and Developers Agreements for Brayburn Trails East. The final plat is consistent with the preliminary plat and the plat is consistent with the R-3 residential zoning district.

ATTACHMENT(S):

Resolution 04-2024

CITY OF DAYTON COUNTIES OF HENNEPIN AND WRIGHT STATE OF MINNESOTA

RESOLUTION NO. 04-2024

GRANTING APPROVAL OF FINAL PLAT AND DEVELOPER'S AGREEMENT FOR BRAYBURN TRAILS EAST (PHASE 1)

WHEREAS, TCLD LF2 Brayburn II, LLC, (hereinafter referred to as the "Developer") has submitted a proposal for a Final Plat and final plans (hereinafter referred to as the "Application") for the development of 47 single family homes of the property situated south of 117th Avenue N and west of Fernbrook Lane N and legally described on attached Exhibit 1 of this resolution (hereinafter referred to as the "Property");.

WHEREAS, the City staff studied the matter, reports were issued, and information was provided to the City Council regarding the Application; and

WHEREAS, the City Council at its January 23, 2024 meeting considered the matter and approved it subject to various conditions, including a draft Developer's Agreement attached to such resolutions.

NOW, THEREFORE, the City Council of the City of Dayton makes the following:

FINDINGS

- A. The City Council on December 13, 2022 passed 86-2022 granting approval of the Preliminary Plat and Rezoning.
- B. The Applicant proposes to develop the Property pursuant to the Preliminary Plat in multiple phases. This Resolution includes approval for 47 new buildable single family lots, and 3 outlots as shown in Exhibit 2, the Final Plat.
- C. The Plat shall be known as Brayburn Trails East.
- D. The Developer has submitted, for the City's review and approval, the Final Plat prepared by Sathre-Berquist, Inc and final plans for the Property prepared by Alliant Engineering, Inc.. (hereinafter referred to as the "Final Plans")

- E. The Final plat will include private improvements consisting of site grading, installation of sanitary sewer, storm sewer, watermain, and other utilities and construction of an interim driveway for this phase only. These improvements are detailed on plans drafted by Alliant Engineering, Inc. (hereinafter referred to as the "Construction Plans").
- F. Minn. Stat. § 462.358, grants the City, for the purpose of protecting and promoting the public health, safety and general welfare, the authority to adopt subdivision regulations providing for the orderly, economic and safe development of land within the City.
- G. The City Council has adopted Subdivision Regulations for the orderly, economic and safe development of land within the City.
- H. Dayton City Code \$1002.02 states that "no land shall be subdivided without complying with the provisions of [Chapter 1002]".
- I. The proposed subdivision of the Property is governed by Dayton City Code Chapter 1002.
- J. The Final Plans are governed by Dayton City Code Section 1001.
- K. The landscaping shall be governed by Dayton City Code Section 1001.24.
- L. The Final Plat is substantially similar to the Preliminary Plat reviewed and approved previously by City Council and meets the City Code requirements and the Final Plans meet the City Code requirements, provided they are subject to and satisfies the conditions set forth in this Resolution.

DECISION

NOW, THEREFORE, and based upon the information received and the above Findings it is resolved by the City Council of the City of Dayton as follows:

- 1. That the City Council does hereby conditionally approve the Final Plat and Developer's Agreement for Brayburn Trails East and the Mayor and City Clerk are hereby authorized to execute the same, subject to conditions set forth below that must be met, to the satisfaction of the City, prior to the release of the Final Plat, unless otherwise stated.
- 2. The conditions and requirements of City Resolution Number 86-2022 and this Resolution (Res. No. 04-2024 and modifications to the DA) must be satisfied to the satisfaction of the City within the timeframes set forth therein,

- including, but not limited to, the installation of public improvements pursuant to the Final Plans and Construction Plans.
- 3. The Construction Plans and Final Plat shall be modified as required based on Engineering prior to a preconstruction meeting. A notice to proceed shall be issued before a preconstruction meeting is scheduled.
- 4. The Developer shall address all engineering comments identified in the Memo Dated January 8, 2024, and subsequent memos, to the satisfaction of the City Engineers.
- 5. Lot 1, Block 6 is shown with a temporary cul-de-sac easement. This lot shall be platted as an outlot at this time. The outlot can be platted as a lot with a future phase when the temporary cul-de-sac is removed.
- 6. Construction of the underground electrical service along the south side of 117th Avenue N will be completed with this development. The cost of the work will be split evenly between the City and the developer with a maximum contribution of \$175,000 from the developer. Should the construction estimate for the work change, city staff and the developer shall coordinate on the cost participation.
- 7. This resolution provides City Staff the ability to modify the Letter of Credit amounts, Construction Escrow and Fees based on construction bids and applicable credits from trunk improvements constructed by the developer as determined by City Staff or City Consultants.
- 8. Applicant, and all others required by the City Attorney, shall execute, before release of the Final Plat, the Developer's Agreement attached hereto as Exhibit A subject to minor changes (including dates, fee/credit amounts, and/or surety amounts) approved by the City Attorney, City Administrator, City Engineer, and/or City Planner. The Developer's Agreement shall be recorded against the Property by the Applicant contemporaneously with the Final Plat, at the Applicant's expense. No permits for the development of the Property, except a grading permit, which by be issued upon submittal of a surety, shall be issued until the City is provided with recording information. In addition, the approvals granted herein and the attached Developer's Agreement are conditioned upon the following, subject to review and approval of the City Engineer and the City Planner: (i) an amount to be included for the Improvements Surety at Section 13.a. of the Developer's Agreement; (ii) the amounts for benefit and assessment shall be included at Section 13.d. of the Developer's Agreement; and (iii) Exhibit 2 of the Developer's Agreement shall be inserted.
- 9. The Developer shall provide, before the Final Plat will be released, an updated and certified Abstract of Title and/or Registered Property Abstract as required

by Minn. Stat. §505.03, or in the alternative, the Developer may provide a Commitment for a Title Insurance Policy for the Property naming the City as the proposed insured and with the amount of coverage for this policy being equal to \$100,000.00 per acre dedicated to the City (including but not limited to streets, rights-of-way, and drainage and utility easements). \$100,000.00 per dedicated acre represents the coverage amount formula approved by the City for the year 2023. If the Final Plat is not released for filing in the year 2023, the above-referenced policy coverage amount shall be adjusted based upon the formula approved by City for the year in which the Final Plat is actually released for filing with the Hennepin County Recorder. The above-mentioned evidence of title shall be subject to the review and approval of the City Attorney to determine what entities must execute the Final Plat and other documents to be recorded against the Property. In the event the Developer provides the City with a Commitment for a Title Insurance Policy, the Developer shall cause a Title Insurance Policy to be issued consistent with the Commitment for a Title Insurance Policy provided by the Developer and the requirements of the City Attorney and with an effective date on which the Final Plat is recorded (the City will not issue any certificate of occupancies until it is provided with said Title Insurance Policy). Further, Developer shall provide the City with evidence, which sufficiency shall be determined by the City, that all documents required to be recorded pursuant to this Resolution and by the City Attorney are recorded and all conditions for release of the Final Plat has been met prior to the City processing or approving any building permits or other permits applicable to the development of the Property with the exception of a grading permit, which may be issued upon submittal of adequate surety.

10. The Developer shall pay at time of final plat an escrow deposit in an amount of 3% of the estimated Construction Costs as determined by the City and City Fee Schedule (\$40,518.23). This escrow shall be used for all reasonable expenses, related to review, analysis, processing, monitoring, administration and approvals as determined by the City, that the City incurs in relation to this development and City Resolutions. Said expenses shall include, but are not limited to, staff time, including, but not limited to, hourly wage, overhead and benefits, engineering, legal and other consulting fees incurred in relation to the development and its construction activities. Should the escrow deposit be exhausted, the Developer shall submit additional deposits of 3% of the remaining work for the phase as determined by the City Engineer(s).

[Signature Page to Follow]

Adopted by the City Council of the City of Dayton this 23rd day of January, 2024.

ATTEST:	Mayor, Dennis Fisher
City Clerk - Amy Benting	
Motion by Councilmember, Second The Motion passes.	l by Councilmember

EXHIBIT 1

LEGAL DESCRIPTION OF THE PROPERTY

The West ¾ of the North ½ of the Northeast ¼ of Section 33, Township 120, Range 22, Subject to Road, Hennepin County, Minnesota

<u>EXHIBIT 2</u> FINAL PLAT – BRAYBURN TRAILS EAST

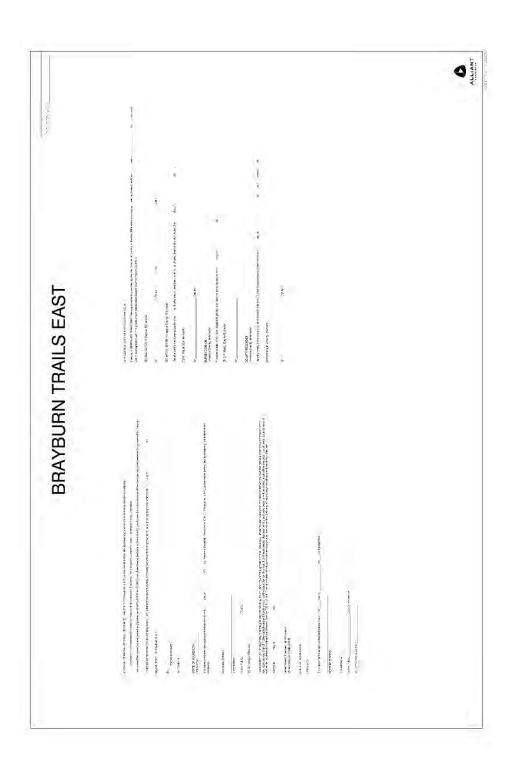






EXHIBIT A

<u>DEVELOPER'S AGREEMENT FOR BRAYBURN TRAILS EAST</u> <u>CITY OF DAYTON, COUNTY OF HENNEPIN, STATE OF MINNESOTA</u>

THIS AGREEMENT made and entered into the	day of	, 2024, by
and between the City of Dayton, a Minnesota municipal	corporation,	12260 S. Diamond
Lake Rd., Hennepin and Wright Counties, State of Minnes	sota (hereinaf	ter referred to as the
"City"), and TCLD LF2 Brayburn II, LLC . at 88 11th Ave	nue Northwes	st, Minneapolis, MN
55413 (hereinafter referred to as the "Developer").		•

RECITALS:

WHEREAS, Developer is the fee owner and developer of a parcel or parcels of land lying within the City and legally described in <u>Exhibit 1</u> and which property is proposed to be developed as a subdivision in the City (hereinafter referred to as the "**Property**"); and

WHEREAS, The City Council, on January 23, 2024 passed Resolution No. 04-2024 approving the final plat of Brayburn Trails East drafted by Alliant which is on file with the City (hereinafter referred to as the "**Final Plat**"); and

WHEREAS, this Agreement is entered into for the purpose of setting forth and memorializing for the parties and subsequent owners the understandings and agreements of the parties concerning the development of the Property.

NOW, THEREFORE, it is hereby agreed by and between the City and the Developer as follows:

- 1. <u>INCORPORATION</u>. The above Recitals, all attached Exhibits and City Resolution Nos. 86-2022 (Preliminary Plat and Rezoning), 04-2024 (Final Plat and DA), (hereinafter referred to as "**City Resolutions**") are a material part of this Agreement and are incorporated herein.
- 2. <u>CONSTRUCTION</u>. Construction on the Property shall be completed in accordance with the Plans and any amendments thereto approved by City Staff, the Preliminary Plat, the Final Plat, the City Resolutions, all applicable local, state and federal rules and regulations (including, but not limited to, Dayton City Code §1001.05, subd. 1(6)) and this Agreement. The Developer proposes to develop the Property pursuant to the Preliminary Plat in multiple phases. This Final Plat includes approval for 47 buildable single family lots, and 3 outlots.
- 3. <u>REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER.</u> The Developer, as an inducement to the City to enter into this Agreement, hereby represents, warrants and covenants to the City as follows:

- a. <u>Authorization</u>. The Developer is a duly organized limited liability company under the laws of the State of Minnesota and is in good standing and authorized to do business in the State of Minnesota and is under no restriction to enter into this Agreement. The Developer has full authority to enter into this Agreement and make it binding on itself and its successors and assigns, and to make this Agreement, and the covenants herein, binding upon and running with the Property.
- b. Ownership. The Developer has a fee ownership interest or is the developer of the parcels within the Property. Developer shall provide evidence of such ownership to the City upon request. This Agreement shall not become effective until executed by the City, the Developer, any underlying fee owners, consented to by any lien holder/lender and any other parties required by the City Attorney after review of title documents. This Agreement may be transferred and assigned to a third-party with the City's and written consent and the assignee's written acceptance of all provisions set forth herein.
- c. <u>Execution No Violation.</u> The execution, delivery and performance of this Agreement does not and will not result in any breach of, or constitute a default under, any indenture, mortgage, contract, agreement or instrument to which the Developer is a party or by which it, or the Property, is bound.
- d. <u>Litigation</u>. There are no pending or, to the knowledge of the Developer, threatened actions or proceedings before any court or administrative agency which will adversely affect the financial condition, business or operation of the Developer or the ability of the Developer to perform its obligations under this Agreement.
- e. <u>Compliance</u>. The Developer will comply with and promptly perform all of the Developer's obligations under this Agreement and all related documents and instruments.
- f. Wetlands. As of the date of the execution of this Agreement, the development of the Property complies with the Wetland Conservation Act. Developer further agrees that the Property shall at all times be in compliance with the Wetland Conservation Act. Wetland buffer signs must be installed prior to any building permits being issued. The wetland buffer signs shall be placed as shown on the final plans or at a minimum at every property line and at all horizontal intersections unless otherwise approved by the City.
- g. <u>Outlots:</u> All outlots, unless specifically identified, shall be owned and maintained by the Developer. The Developer shall be responsible for the

- maintenance of all landscaping and irrigation systems within the outlots including but not limited to the mowing and weed control within these areas.
- h. Environmental Laws. To the best of the Developer's knowledge, as of the date of the execution of this Agreement, Developer is not in violation of any local, state or federal environmental law, regulation or review procedure, which would give any person a valid claim under the Minnesota Environmental Rights Act with respect to the Property. Developer further agrees that the Property shall at all times be in compliance with any local, state or federal environmental law, regulation or review procedure, which would give any person a valid claim under the Minnesota Environmental Rights Act.

4. INSTALLATION OF IMPROVEMENTS.

- a. <u>Developer to Install</u>. The Developer shall install the public improvements (hereinafter referred to as the "**Public Improvements**") and private improvements (hereinafter referred to as the "**Private Improvements**"; the Public Improvements and the Private Improvements are hereinafter collectively referred to as the "**Improvements**") in, and adjacent to, the Property as set forth in the Plans, City Code and this Agreement, as described on <u>Exhibit 2</u> attached hereto. All labor and work shall be done and performed in the best and most worker like manner and in strict conformance with the Plans, Final Plat, City Code and this Agreement unless approved in writing by the City Engineer.
 - i. Plans shall incorporate "latest" City of Dayton Details Plates.
 - ii. City Engineer shall approve all final construction plans prior to the start of construction of Improvements. The City approval shall be constituted as the City providing approval to begin construction and that the plans are found to be in substantial compliance with City standards. A notice to proceed shall be issued prior to a preconstruction meeting. If at any time during construction, plan omittances or discrepancy are found to exist between City standards and approved Plans, the most current City standards shall be enforced. Improvements include those shown on the construction plans for internal roads, sidewalks/trails, grading, stormwater facilities, and utilities.
- b. <u>Developer's Engineer.</u> The Developer hereby warrants that it has engaged, at Developer's expense, a duly registered professional civil engineer

- authorized to practice within the State of Minnesota to prepare the Plans and that said engineer has made representation to Developer and the City that the same have been prepared in accordance with the City's standard specifications for the complete installation of all the Improvements.
- c. <u>Permits.</u> It shall be the responsibility of the Developer to determine and obtain prior to construction all the necessary approvals, permits, and licenses required for this development from any regulatory or jurisdictional agency affected by or having jurisdiction over the Improvements required for this development. Any design requirements of such agencies shall be determined prior to completion and shall be incorporated into the Plans. All costs incurred to obtain said approvals, permits, and licenses and also all fines or penalties levied by any agency due to the failure of the Developer to obtain or comply with the conditions of such approvals, permits, and licenses shall be the sole responsibility of the Developer. The Developer agrees to defend and hold the City, its officers, employees and agents harmless from any action initiated by a regulatory agency resulting from any failure of the Developer.
- d. <u>Time of Performance</u>. The Developer shall install all other Improvements to the satisfaction of the City. All Public Improvements located in development shall be completed by November 30, 2024 (hereinafter referred to as the "**Performance Date**"). All Private Improvements in outlots or related to buffering requirements shall be completed by the above specified Performance Date. The Developer may request an extension of time from the City. If an extension is granted, in the reasonable discretion of the City, the City may impose reasonable conditions, which may include updating the security posted by the Developer to reflect cost increases and the extended performance date.
- e. <u>Records</u>. Copies of all documents and information relating to the construction of the Improvements, including, but not limited to, all bids, changes orders, suppliers, subcontractors shall be provided to the City Engineer.
- f. Approval of Contractors. Any contractor selected by the Developer to construct and install the Public Improvements shall be subject to the review and approval of the City. The City shall be provided, upon request, evidence of competency and adequate financial strength of any contractor selected by the Developer, which evidence shall be subject to the review and approval of the City.
- g. <u>Additional Work or Materials</u>. The installation of the Improvements and all work to be completed by the Developer under this Agreement shall be done at

no expense to the City, except as otherwise provided in Section 8 and 9 hereof. The Developer shall not do any work or furnish any materials not covered by the Plans and this Agreement, for which reimbursement is expected for the City, unless such work is first ordered and reimbursement is approved by the City Council, prior to the commencement of any such work. Any such work or materials which may be done or furnished by the Developer or its contractor without prior written order are furnished at the Developer's or its contractor's own risk, cost and expense, and the Developer agrees that it will make no claim for compensation for work or materials so done or furnished.

- h. Paving. Prior to commencing paving of streets, the Developer shall give the City seven days (7) written notice of its intention to pave. If, in the sole determination of the City, weather conditions are unsuitable for paving said streets, the City shall notify the Developer that it cannot proceed with said paving. The final lift of pavement shall only be commenced after the base course has been subjected to a complete freeze/thaw cycle and after 85% of the homes are occupied within that phase, or with written direction from the City Engineer. Failure of the City to give Developer notification shall not constitute a warranty that conditions are suitable for paving said streets.
- i. <u>License</u>. The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the Property to perform all work and inspections deemed appropriate by the City in conjunction with the development of the Property.
- j. <u>Inspection</u>. The Developer shall instruct its engineer to provide adequate field inspection personnel to assure the required level of quality control to the extent that the Developer's engineer will be able to certify that all construction work meets the approved City standards as a condition of City acceptance. In addition, the City may, at the City's reasonable discretion and at the Developer's expense, have one or more City inspectors and a soil engineer inspect the work as necessary. The Developer, its contractors and subcontractors, shall follow all reasonable instructions received from the City's inspectors. The Developer's engineer shall provide for on-site project management. The Developer or its engineer shall schedule a preconstruction meeting at a mutually agreeable time at the Public Works Facility with all parties concerned, including the City staff, to review the program for the construction work.
- k. <u>Final Inspection/Acceptance</u>. All Improvements are subject to the inspection and approval of the City Engineer and City Building Inspector to ensure

conformity to the Plans, this Agreement and applicable governmental regulations. The Developer shall promptly correct any Improvements done, as required by the City Engineer and City Building Inspector, to conform to the Plans, this Agreement and governmental regulations. The Developer agrees that the City shall have the final right of inspection to determine if all conditions of approval for development of the Property and this Agreement are completed to the satisfaction of the City Building Inspector and the City Engineer. Upon completion of the work and construction required by this Agreement, the Developer shall provide written request to the City and a final inspection shall occur within a reasonable time thereafter by the City. Prior to acceptance of the Public Improvements, the Public Improvements shall be within easements granted to the City, which form and content shall be subject to the review and approval of the City. Upon acceptance by the City, the Public Improvements lying within public easements shall become City property.

- As-built Plans. Upon completion of the Improvements and all work to be completed by the Developer under this Agreement, Developer shall provide the City with two full sets of reproducible record plans and an electronic version of the same, certified by the Developer's engineer that the Improvements are completed and in accordance with the provided plans.
- m. <u>Indemnification</u>. Any and all claims that arise or may arise against the Developer, its agents, servants, or employees while engaged in the performance of the development of the Property, shall in no way be the obligation of the City. Furthermore, excluding reckless or intentional actions by the City, its officers, employees, consultants and agents, the Developer shall indemnify, hold harmless, and defend the City, its officers, employees, consultants and agents against any and all liability, loss, costs, damages, expenses, claims, actions, or judgments, including attorneys' fees which the City, its officers, employees, consultants and agents may hereafter sustain, incur, or be required to pay, arising out of or connected in any manner to the activities contemplated by this Agreement, the Project or by reason of any act or failure to act by the Developer, its agents, servants and/or employees.
- n. <u>Landscaping</u>. A landscape plan has been approved as part of the Plans. Plant types as presented are consistent with the landscape code (City Code Section 1001.24, Subd. 10) and include a variety of several types of overstory and evergreens. The plant sizes presented in the landscape plan are consistent with zoning ordinance requirements. Each tree must meet minimum size requirements as indicated in the table in subd. 5(3). All landscaping shall be installed and maintained according to the approved plan. Plantings shall be

subject to a full two-year warranty beginning upon final written acceptance of the total project by the City. Contractor shall provide written request of city inspection upon completion of planting work to begin the warranty period.

At the conclusion of the warranty period, an inspection of plantings will be made to determine the condition of trees, shrubs, ground cover, and other landscaping elements. All material not evidencing new growth and sound health, as determined by the City will be noted. This material shall be removed promptly, and new materials shall be supplied and planted within the first 30 days during the current growing season or at the very latest within the first thirty days of the next growing season if close to the end of the growing season when the inspection takes place. All replaced plants will then start a new two-year warranty period.

To guarantee compliance with the landscaping installation and site related items including sod, curbing, driveway installation, sidewalks, and related site improvements are completed, building permits will not be issued until the City is provided with a \$3,000 cash escrow for each building permit (builder responsibility). The City, upon written request of the builder and with approval of the City that the above landscaping and site related requirements have been satisfied, shall refund the escrow amount on a per lot basis.

If the above landscaping does not survive the two (2) year warranty period, the City shall be entitled to retain the escrow or letter of credit and, if so elected, shall have the right, to enter the Property to complete all remaining landscaping, or replace landscaping that does not survive said two (2) years from installation and the Developer agrees to waive any claim of trespass against the City, its officers, employees and agents. In that event, the City shall complete or replace the landscaping, the City may reimburse itself for all costs and expenses, including, but not limited to legal and consulting fees, from the retained escrow. Any landscaping completed by the City pursuant to this Section is not warranted or guaranteed. The Developer shall indemnify, hold harmless, and defend the City, its officers, employees, agents and insurers against any and all liability, loss, costs, damages, expenses, claims, actions, or judgments, including attorneys' fees which the City, its officers, employees, agents and insurers may hereafter sustain, incur, or be required to pay, arising out of or by reason of the City exercising its power under this Section.

- o. <u>Insurance</u>. The Developer shall furnish proof of insurance, subject to the review and approval of the City, covering any public liability or property damage by reason of operation of the contractor's equipment, laborers and hazard caused by the Improvements at minimum policy amounts of \$2,000,000.00. Stantec Associates shall be named as additional insured. The contractor shall keep the insurance in force at all times that construction of the development is in progress. The insurance must name the City as an additional insured and must provide that the insurer will give the City not less than 30 days written notice prior to cancellation or termination of the insurance policy.
- p. <u>Warranty</u>. The Developer agrees to guarantee all work performed and all materials supplied for the construction of the Public Improvements referenced in the Plans for a period of one (1) year from final acceptance by the City and to promptly repair or replace any portion of the improvements found to be defective.
- 5. <u>WETLANDS</u>. Wetland buffer signs, if applicable, must be installed prior to any building permits being issued. The Wetland Buffer signs shall be placed at every property line and at all horizontal intersections unless otherwise approved by the City.
- 6. <u>PAYMENT OF SEWER AND WATER CONNECTIONS</u>. Developer shall pay or cause to be paid, prior to the issuance of a building permit for an individual lot, the then current rate, as determined by the City, for connection of the said lot to the City sewer and water system.
- 7. <u>EASEMENTS</u>. The Developer shall, prior to release of the Final Plat, cause the following easements to be displayed on the Final Plat (unless expressly stated otherwise), subject to the review and approval of the City:
 - a. Drainage and utility on all lot lines, permanent outlots, over ponds, wetlands and other utilities, as required by the City Engineer (temporary drainage and utility easements may be used for temporary outlots reserved for future additions); and
 - b. Proposed public utilities under private streets; and
 - c. Any road right-of-way, access, conservation, or trail easements requested by any governmental agency and/or those shown on the Preliminary Plat.

If for any reason, the required easements cannot be shown on the final plat, the Developer shall provide the City with exhibits and descriptions of additional easements to be provided in favor of the City after the final plat has been filed. Developer must provide to the City, prior to release of the Final Plat, any such easements required as a condition of Final Plat approval and not displayed on the Final Plat, in recordable form, as reviewed and approved by the City.

- 8. <u>PAYMENT OF UTILITY FEES</u>. Prior to release of the Final Plat the Developer shall pay to the City the utility fees for the Property in the amount of \$96,220.97 which include utility fees for Trunk Storm, Trunk Water, and Trunk Sewer. The property has been credited for Trunk Utility Upsizing. All utility fees are itemized on <u>Exhibit 3</u>.
- 9. <u>RESTRICTIVE COVENANTS</u>. Developer shall record restrictive covenants, subject to the review and approval of the City, against the Property not allowing, among other things, outside storage of any unlicensed vehicles and allowing only, at a maximum, one camper or one recreational trailer or boat.
- 10. <u>EROSION AND SEDIMENT CONTROL</u>. City Code §1001.33 and other applicable provisions of City Code shall apply to the construction of this Development, including but not limited to storm water management regulations, best management principles and silt fencing requirements. Developer shall comply with City Code §1001.33 and other applicable provisions of City Code to the satisfaction of the City. The City shall perform MS4 inspection on your development in accordance with the City of Dayton code Title XV-Land Use, Chapter 151 Storm water Management, Section 151.11.
- 11. <u>STREET IMPROVEMENTS</u>. The required street improvements include all work, materials and equipment to construct the roadways, utilities, walkways and associated features in accordance with the Final Plans, City of Dayton Standard Details and City Standards.
- 12. PARK DEDICATION. Developer shall pay \$4,497.00 per lot for park dedication and \$2,796.00 per lot for trail dedication based on the 2024 Fee Schedule. Outlot B is being dedicated to the City as a public park and the developer will be credited for the dedication. Outlot B is 3.85 acres which accounts for 65.8% of the required 5.85 acres of park dedication. The remaining park dedication fee is \$211,359.00 x (1-0.658) = \$72,284.78. Total Park Dedication required shall be \$72,284.78 and Trail Dedication shall be \$131,412.00 for a total of \$203,696.78. All fees are itemized on Exhibit 3.
- 13. SURETY. The Developer shall provide financial sureties as follows:
 - a. <u>Establishment</u>. Developer shall cause to be provided to the City on or before any public improvements, beyond grading, is permitted on the Property or the release of the final plat, whichever occurs first, in the discretion of the Developer, an irrevocable letter of credit, with the form and providing institution subject to the review and approval of the City, or a cash escrow, with the escrow agreement being satisfactory to the City, in the amount of 120% (\$1,620,729.23) of the cost of the Improvements as determined by the City Engineer

(hereinafter collectively referred to as the "Improvements Surety") to assure compliance with this Agreement guaranteeing installation of all Improvements in a good and worker like manner and payment of all fees herein. In the event Developer fails to install the Improvements in accordance with the provisions of this Agreement or is otherwise in default of this Agreement, the City shall notify Developer in writing of such default. In the event Developer fails to cure the default required within thirty (30) days of receipt of the City's written notice the City may declare a default under the Agreement. Thereafter the City may draw upon the Improvements Surety in such amount as is reasonably adequate to cure the default. Said Improvements Surety shall be renewable on an annual basis and shall provide for the City to receive notice of renewal at least thirty (30) days prior to the date of renewal.

- b. <u>Release/Reduction of Improvements Surety</u>. Developer may apply to City for release of all or a portion of the Improvements Surety as follows:
 - When another form of surety, acceptable to the City, is furnished to the City by Developer to replace the Improvements Surety;
 - ii. When the Improvements are completed and accepted by the City pursuant to this Agreement; or
 - iii. The Improvements Surety may be reduced, as applicable, from time to time to an amount that is not less than One Hundred Twenty percent (120%) of the amount determined by the City for the costs of the remaining Improvements.

City's costs for processing said reduction or release request shall be billed to Developer at \$125.00 per hour with a minimum of one (1) hour per reduction or release, and shall be paid by Developer to the City within thirty (30) days of billing. Any request for reduction or release of the applicable Letters of Credit shall be either approved or denied within thirty (30) days of being made in writing to the City.

c. <u>Failure to Perform</u>. As it relates to those items covered by the Improvements Surety, it is further agreed that, should the Developer fail to perform any of the duties, conditions or terms of the City Resolutions or this Agreement in the time permitted herein, or in such extended time as may be granted in writing by the City Council

the City shall be entitled to draw on the Improvements Surety and shall have the right, but not the obligation, to enter the Property to complete all remaining Improvements. In that event, the City shall complete the performance, acquisition, project or work in accordance with this Agreement or the Plans set forth above, or in such other manner as is deemed reasonable by the City or defend against any claims pursuant to Paragraph 4.m., the City may reimburse itself for all costs and expenses, including, but not limited to reasonable legal and consulting fees, from Improvements Surety funds. Improvements completed by the City pursuant to this paragraph are not warranted or guaranteed. The Developer shall indemnify, hold harmless, and defend the City, its officers and employees against any and all liability, loss, costs, damages, expenses, claims, actions, or judgments, including attorneys' fees which the City, its officers or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of the City exercising its power under this Paragraph. The City may reimburse itself for all costs and expenses, including, but not limited to reasonable legal and consulting fees, arising out of or related to curing the Developer's default from the Improvements Surety funds.

d. Deficiency. In the event the Improvements Surety is used by the City and found to be deficient in amount to pay or reimburse the City in total as required herein, Developer agrees that upon being billed by the City, Developer will pay said deficiency amount to City within thirty (30) days of receipt of said billings to Developer. If Developer fails to pay, the City may assess all costs, including, but not limited to, staff time, engineering fees and legal fees against the Property. In the event the City does so specially assess the Property, the Developer agrees that the Property has been benefited in an amount up to 120% of the cost of the Improvements (\$1,620,729.23). Any such assessments shall be for a period of one (1) year. Developer acknowledges that the City has the authority, pursuant to Minnesota Statutes Chapters 412 and 429, to specially assess property benefited by improvements. Developer also expressly waives all rights to hearings before the City afforded under Minn. Stat., Chapter 429, specifically including, but not limited to, hearings under Minn. Stat. §429.031, and §429.061. In addition, Developer waives all rights to appeal in the Courts, any objection to any irregularity or noncompliance with statutory procedure, and any claim that the assessment of 120% of the cost of the Improvements \$1,620,729.23 being levied against the Property, as provided above, is excessive, as the said rights therein granted relate to the said deficiency. Nevertheless, the amount of the special assessment shall not exceed the deficiency and above-mentioned costs. If there should be an overage in the amount of utilized security City will,

- upon making said determination, refund to Developer any monies which City has in its possession which are in excess of the surety needed by City. In addition to the above, the City may seek a civil judgment against the Developer for the above amounts demanded by the City.
- e. <u>Expiration</u>. In the event the Improvements Surety which by its terms will become null and void prior to the time at which all money or obligation of Developer is paid or completed pursuant to this Agreement, it is agreed that Developer shall provide City with surety, acceptable to City prior to the expiration of the said expiring Improvements Surety. If a new irrevocable letter of credit is not received as required above, City may declare a default in the terms of this Agreement and draw in part or in total, at City's discretion, upon the expiring Improvements Surety to avoid the loss of surety for the continued obligations.
- 14. <u>ENGINEERING REQUIREMENTS</u>. Prior to release of the Final Plat, the Developer shall comply, to the satisfaction of the City Engineer, with the requirements of the City Engineer as set forth in the City Resolutions.
- 15. <u>ACCESS</u>. Prior to the issuance of any permits, access, and temporary construction access, to all lots of the Property must be reviewed and is subject to approval of the Public Works Director, City Engineer and Fire Marshal.
- 16. ESCROW. The Developer shall pay upon demand all reasonable expense, related to review, analysis, processing, monitoring, drafting and approvals as determined by the City, that the City incurs in relation to this development and Resolutions, and shall provide an escrow deposit in an amount of 3% of the estimated Construction Costs as determined by the City and City Fee Schedule. Said expenses shall include, but are not limited to, staff time, including, but not limited to, hourly wage, overhead and benefits, engineering, legal and other consulting fees incurred in relation to the development. Should the escrow deposit be exhausted, the Developer shall submit additional deposits of 3% of the remaining work for the phase as determined by the City Engineer(s). Additional escrow deposits of 3% of estimated construction costs shall be required for each addition phase and is due prior to release of subsequent final plats. Any remaining escrow shall be returned at the substantial completion, which includes close out of all punch list items for the development and/or development phase. Upon demand, the City shall provide Developer with an accounting of the said costs. Initial escrow deposit of \$40,518.23 shall be submitted to the City prior to the pre-construction meeting.
- 17. <u>PROTECTION OF WOODED AREAS AND STEEP SLOPES</u>. During the development of the Property, Developer shall follow all measures to protect any wooded areas and steep slopes on the Property pursuant to the Plans.

18. <u>NOTIFICATION INFORMATION</u>. Any notice to the parties herein shall be deemed to have been given or delivered if sent by certified mail addressed as follows:

If to City:

City of Dayton 12260 S. Diamond Lake Road Dayton MN 55327 Attn: City Administrator

If to Developer:

TCLD LF2 Brayburn II, LLC 6885 Sycamore Lane North, Suite 110 Maple Grove, MN 55369 ATTN: Jake Walesch

19. CITY ATTORNEY REVIEW. The Developer shall provide an updated and certified Abstract of Title and/or Registered Property Abstract as required by Minn. Stat. §505.03, or in the alternative, the Developer may provide a Commitment for a Title Insurance Policy naming the City as the proposed insured and with the amount of coverage for this policy being equal to \$100,000.00 per acre dedicated to the City (including but not limited to streets, rights-of-way, park dedication, and drainage and utility easements). \$100,000.00 per dedicated acre represents the coverage amount formula approved by the City for the year 2023. If Final Plat is not released for filing in the year 2023, the above-referenced policy coverage amount shall be adjusted based upon the formula approved by City for the year in which the Final Plat is actually released for filing with the Hennepin County Recorder. The above-mentioned evidence of title shall be subject to the review and approval of the City Attorney to determine what entities must execute the Final Plat and other documents to be recorded against the Property. In the event the Developer provides the City with a Commitment for a Title Insurance Policy, the Developer shall cause a Title Insurance Policy to be issued consistent with the Commitment for a Title Insurance Policy provided by the Developer and the requirements of the City Attorney and with an effective date on which the Final Plat is recorded (the City will not issue any certificate of occupancies until it is provided with said Title Insurance Policy). Further, Developer shall provide the City with evidence, which sufficiency shall be determined by the City, that all documents required to be recorded pursuant to this Agreement, the City Resolutions and by the City Attorney are recorded and all conditions for release of the Final Plat have been met prior to the City processing or approving any building permits or other permits applicable to the development of the Property.

- 20. <u>BUILDING PERMITS</u>. No building permits shall be issued until the plat legal description is approved by the City Attorney, the Final Plat is recorded, the Developer is not in default of this Agreement, this Agreement is executed and recorded, restrictive covenants, park dedication, utility fees paid and other <u>fees</u> and/or escrow due as required herein or as due for City review and/or inspection of development have been paid and the escrow account is current. No building permits shall be issued until completion of first lift of asphalt with the exception of model permits provided full access is available to the site for building inspections and emergency vehicles.
- 21. RESPONSIBILITY FOR DAMAGE TO PUBLIC PROPERTY. Subject to damage caused by the City itself, Developer agrees to assume full financial responsibility for any damage that may occur to public property when said damage occurs as a result of the development activity which takes place during the development of the Property. Developer further agrees to pay or cause to be paid all costs required to repair the streets and/or utility systems damaged or cluttered with debris when occurring as a direct or indirect result of the construction that takes place in the Property. In the event the Developer fails to maintain or repair the damaged public property referred to aforesaid, Developer agrees that City may, but is under no obligation to, undertake making and causing said damage or clutter to be repaired or cleaned. When City undertakes such repair, Developer shall reimburse the City for all of its expenses within ten (10) days of City's billing to Developer. Failure to make such timely payment shall be cause for default under this Agreement.
- 22. STREET CLEANING. During the development of the Property, Developer shall keep the streets adjoining its development free of dirt and debris caused by its development. In the event dirt and/or debris has accumulated on streets within or adjacent to the Property, City is hereby authorized to immediately commence street cleaning operation if streets are not cleaned by the Developer after twenty-four (24) hours of the notification of violation. Street cleaning shall be defined as the use of any equipment specifically designed for sweeping, necessary for cleaning dirt, mud and debris from the City right-of-way. If conditions are such that street cleaning operation is immediately necessary, City may perform the necessary street cleaning. City will then bill Developer, as the delinquent party for all associated street cleaning costs. Failure to reimburse City for street cleaning costs within ten (10) days of such billing shall be cause for default under this Agreement.
- 23. <u>DUST CONTROL</u>. During the development of the Property, Developer shall be responsible for ensuring that dust control is maintained within the development property and that no dust is present at project boundary. In the event that dust is determined to be present at the project boundary, City is hereby authorized to immediately commence dust control operation of not initiated by the Development after eight (8) hours of the notification of violation. If conditions are such that dust control measures are immediately necessary, City may perform the necessary

operations. City will then bill Developer, as the delinquent party for all associated costs. Failure to reimburse City for dust control costs within ten (10) days of such billing shall be cause for default under this Agreement.

24. <u>HOA</u>. City staff and City Attorney shall review and approve the HOA documents prior to recording the final plat. The HOA shall be responsible for the maintenance of all common areas including: all site entry landscaping, monument and other features; landscaping in cul-de-sac islands; any other miscellaneous areas not deeded to the City.

25. MISCELLANEOUS.

- a. Runs with the Property. The terms and conditions of this Agreement shall be binding on the parties hereto, their respective successors and assigns and the benefits and burdens shall run with the Property. Notwithstanding the foregoing, no conveyance of the Property or any part thereof shall relieve the Developer of its personal liability for full performance of this Agreement unless the City expressly so releases the Developer in writing.
- b. Recording. No building permits shall be issued until the City is provided with recording information. The terms and provisions of this Agreement shall not be binding upon the owners of the individual lots, and shall not be deemed to run with the title of the individual lots of the subdivision. This provision does not release any future developer or the developer's successors or assignees from the terms and provisions of this Agreement. In the event that the Developer believes it is necessary to file a record evidence that a particular lot is not bound by or is released from the terms of this Agreement, the City Administrator shall be authorized to execute the necessary documents to reflect this on behalf of the City.
- c. <u>Integration</u>. This Agreement, any attached exhibits and any addenda or amendments signed by the parties shall constitute the entire agreement between the parties as it relates to the specific terms and obligations herein, and supersedes any other such written or oral agreements between the parties.
- d. <u>Warrant of Authority</u>. Developer warrants and guarantees that it has the authority to enter into this Agreement and to make it a covenant on the Property binding all current and future owners.
- e. <u>Default</u>. In the event the Developer, its successors or assigns violates any of the covenants and agreements herein contained, the City is hereby granted the right and privilege to immediately and without notice declare the Developer in default of this Agreement subject to

- the notice and or provisions set forth herein. City may thence bring legal action against Developer as a result of the default.
- f. <u>Attorney's Fees.</u> The City may recover reasonable attorney's fees to be fixed by the Court in the event a successful suit or action is brought to enforce the terms of this Agreement.
- g. <u>Severability</u>. In case any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.
- h. <u>Governing Law</u>. It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota.
- i. <u>Time is of the Essence</u>. Time is of the essence in the performance of the terms and obligations of this Agreement.
- j. <u>Modification</u>. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party. It is understood that subsequent agreements may be necessary to complete the understandings of the parties relating to necessary improvements and uses of the Property.
- k. Non-Waiver. The action or inaction of the City shall not constitute a waiver or amendment of the provisions of this Agreement. The waiver by or the failure of the City to enforce any particular section, portion or requirement of this Agreement at any particular time shall not in any way constitute a waiver of any other section, provision, requirement, time element, or the right to enforce such provision at a subsequent time. To be binding, any amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- 1. <u>Cumulative Rights</u>. Each right, power, or remedy herein conferred upon the City is cumulative and in addition to every other right, power, or remedy, express or implied, now or hereinafter arising, available to the City, at law or in equity, or under any other agreement, and each and every right, power, and remedy herein set forth or otherwise so existing may be exercised from time to time

as often and in such order as may be deemed expedient by the City and will not be a waiver of the right to exercise at any time thereafter any other right, power, or remedy.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

CITY OF DAYTON

TCLD LF2 BRAYBURN II, LLC.

By:	By:
By: Its: Mayor	Its:
By:	
Its: Clerk	
STATE OF MINNESOTA)) ss.	
COUNTY OF HENNEPIN)	
<i>C C</i>	cknowledged before me this day of my Benting, City Clerk, of the City of Dayton, a chalf of the corporation.
	Notary Public
STATE OF MINNESOTA)) ss. COUNTY OF HENNEPIN)	
The foregoing instrument was a	acknowledged before me thisday of
2024 by	the of TCLD LF2
Brayburn II, Inc., on behalf of said com	pany.
	2. 2.11
	Notary Public

[Insertion of Lender's Consent if required by the City Attorney after Title review]

[Other land owners consent if required by the City Attorney after title review]

EXHIBIT 1

LEGAL DESCRIPTION OF THE PROPERTY

The West ¾ of the North ½ of the Northeast ¼ of Section 33, Township 120, Range 22, Subject to Road, Hennepin County, Minnesota

EXHIBIT 2

IMPROVEMENTS AND COST

The Public Improvements and Private Improvements are the following improvements: (i) those Improvements that are in the Plans; and (ii) Improvements that are not in the Plans, but are required by City Code. A summary of the Improvements costs that is calculated in determining the Improvements Surety in Section 13 of this Agreement are as follows:

To be determined at 120% of the Total Site Improvements (\$1,620,729.23) as determined by the City Engineer. This Letter of Credit (LOC) shall be provided prior to the start of construction of public improvements beyond initial grading.

<u>Improvement</u>	<u>Amount</u>
Sanitary Sewer	\$440,846.47
Water Main	\$183,945.91
Storm Sewer	\$242,798.80
Streets	\$483,016.51
Sub Total Construction	\$1,350,607.69
LOC(120%)	\$1,620,729.2 <mark>3</mark>

While the LOC amounts do not reflect the costs of common area or per lot landscaping to guarantee the trees for a period of 2 years (per section 4.n. of the DA), the City reserves the right to hold \$15,000 to ensure landscaping can be guaranteed through two years (or two growing seasons) as required by the DA and section 1001.24 and 1001.25 of the City's zoning code.

EXHIBIT 3

FEES

CURRENT RATE SCHEDULE

#Lots/units 47 #Acres

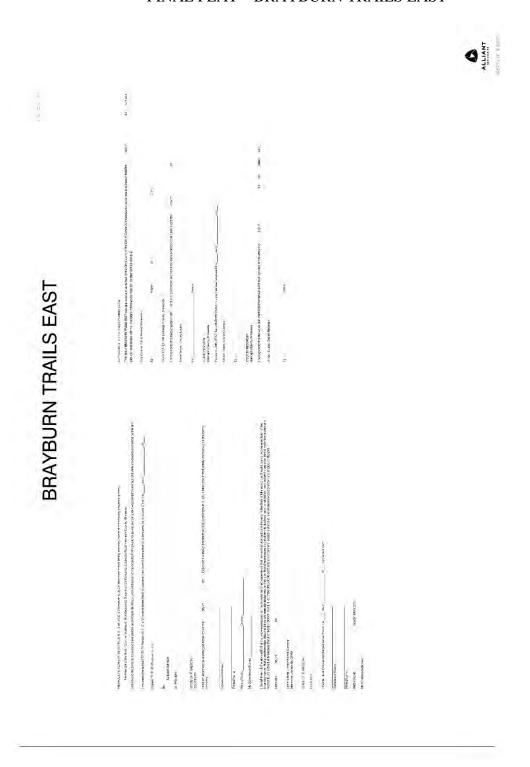
FEE	PER	RATE	CREDIT ELIGBLE	ADJUSTED FEE TOTAL
Storm	Unit	\$3,494	<mark>\$</mark> -	\$164,218.00
Sanitary	Unit	\$2,597	_ <mark>\$</mark> -	\$122,059.00
Water	Unit	\$4,049	<mark>\$</mark> -	\$190,303.00
Park Dedication	Unit	\$4,497	\$139,072.22	\$72,284.78
Trail Dedication	Unit	\$2,796	<mark>\$ -</mark>	\$131,412.00
		TOTAL	UTILITY FEES	\$476,580.00

TOTAL PARK/TRAIL FEES \$203,696.78

TOTAL FEES \$680,276.78

NOTES:

EXHIBIT 4FINAL PLAT – BRAYBURN TRAILS EAST







Meeting Date: Jan 23, 2024 Item Number: J.



ITEM:

Concept Plan, 16361 Dayton Avenue, 18541 Levee Street

APLICANT

Erum Lucero, Riverview Villas MN, LLC

PRESENTER:

Jon Sevald, Community Development Director

POLICY DECION / ACTION TO BE CONSIDERED:

Informal comments and recommendations

CRITICAL ISSUES:

- 1. Is the concept plan consistent with the Historic Village Framework?
- 2. What should side yard setbacks be?

BACKGROUND/OVERVIEW:

The applicant has submitted a concept plan for two 3-unit townhomes on the corner of Dayton Avenue and Levee Street, in the Historic Village. The City Council adopted a Framework Plan in 2023, which guides these properties for Medium Density Residential (6-12 units per acre). 11.7 unit density is proposed.

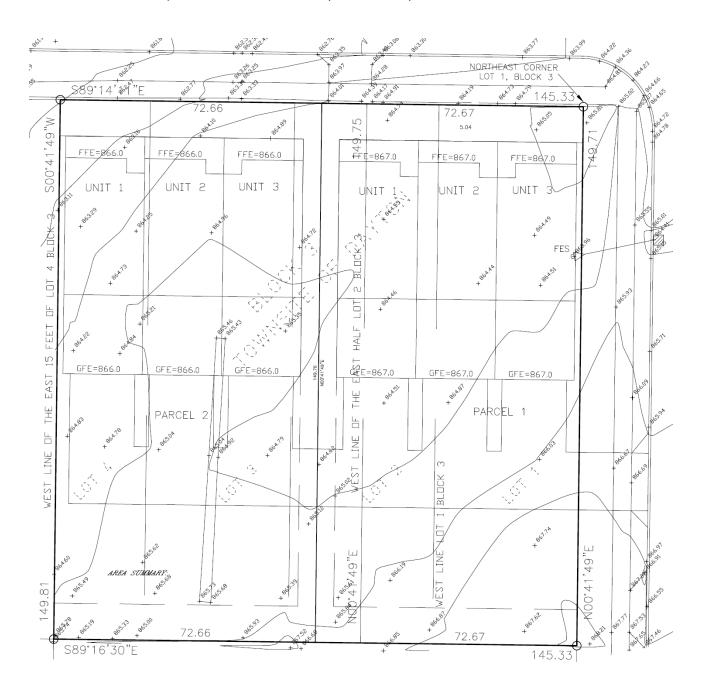
The properties are zoned RO Old Village Residential (west parcel), and GMU-3 (east parcel). The west parcel will be rezoned to GMU-3. The properties are guided Mixed Use in the Comprehensive Plan. Townhomes are a Permitted Use (minimum of 8-units per acre).



Within the GMU-3 district, buildings are to be set back 0' - 10' from the property line abutting a street, 0' side yard (minimum), and 20' rear yard (minimum).

The combined properties are 145' wide. Each building is 66' wide, leaving 13' (total) lot width to divide amongst side yard setbacks. **Question for City Council:** what should building sideyard setbacks be (0' is minimum)? Building Code requires minimum 3' between buildings. The townhomes require a fire sprinkler system.

Public utilities will be provided from the street (either street).



Staff Comment:

Recommend an alley (16' ROW, 12' paved)¹, and 5' Drainage & Utility (D&U) easement along the rear property line. Sideyard D&U easements to equal sideyard building setbacks. As the block is redeveloped, it is assumed that properties along Robinson Street will be redeveloped for commercial or apartments, with parking in the rear. An alley will be the primary access.

Within the GMU-3 district, corner lots are required to have 65% (97.5') building frontage (44% or 66' is proposed).² 80% maximum impervious surface area per lot. Building height is 25' minimum, and 45' maximum.





Within the GMU-3 district, Design Guidelines:

YES	NO	
All ne	w buile	ding fronts shall include a minimum of 5 of the following elements:
Х		Architectural detailing, such as cornice, awning, parapet, or columns;
Х		A visually pleasing primary front entrance that, in addition to doors, shall be accented
		a minimum of 150 square feet around the door entrance for single occupancy
		buildings and a minimum of 300 square feet total for the front of multi-tenant
		buildings (this area shall be counted as one element). Entrances shall be clearly
		articulated and obvious from the street;
		A minimum of 30% window coverage on each front that faces a street;
		Contrasting, yet complementary material colors;
Χ		A combination of horizontal and vertical design features;
		Irregular building shapes;
		Horizontal offsets of at least 4 feet in depth;
Χ		Vertical offsets in the roofline of at least 4 feet;
	Χ	Fenestration at the first floor level which is recessed horizontally at least 1 foot into
		the facade;
X		Other architectural features in the overall architectural concept.
Multi-	story bu	uildings shall have the ground floor distinguished from the upper floors by having 1 or more
the fo	llowing:	
	Χ	Awning
	Χ	Trellis
Χ		Arcade
Χ		Window lintels
Х		Intermediate cornice line
	Χ	Brick detailing such as quoins or corbels

¹ Typical Minneapolis alley = 12' wide, 16' ROW.

² City Code 1001.063, Subd 3(7)(f)(2) (Site Design)

		Residential uses on first floors. Whenever residential uses are included on the first floor of a building the first floor elevation shall be stepped up from sidewalk elevations immediately adjacent to the front of the residential unit to ensure the residential unit is raised from the public space. In addition, each first floor unit must have an individual private entrance at the street level with private courtyard enclosure.
Any e	exterior	building wall adjacent to or visible from a public street, public open space or abutting
prope follow		not exceed 50 feet in length without significant visual relief consisting of one of the
X		The facade shall be divided architecturally by means of significantly different
		materials or textures:
Χ		Horizontal offsets of at least 4 feet in depth;
Х		Vertical offsets in the roofline of at least four feet; or
		Fenestration at the first floor level that is recessed horizontally at least 1 foot into the
		facade.
Other	r design	requirements.
Х		All principal buildings shall have an entry on a street.
Х		Buildings shall provide a base and top to their architecture.
Χ		The tops of buildings shall be articulated to minimum the "box" like images.
		Buildings shall be architecturally unique and shall not be of a corporate architecture (including roof patterns, corporate colors, architectural elements, and similar treatments).
		Accent materials. Accent materials shall be wrapped around walls visible from public view. Where a mixed use building is visible from a public road all elevations shall be architecturally treated. Accent material shall consist of materials comparable in grade and quality to the primary exterior material. Such materials may include glass, prefinished decorative metal and fiber cement trim within soffit and fascia areas.
		Major exterior materials of all walls including face brick, stone, glass, stucco, synthetic stucco, fiber cement vertical panel siding, architectural concrete and precast panels shall be acceptable as the major exterior wall surface when they are incorporated into an overall design of the building. Major materials must cover at least 60% of the exterior.
		Fiber cement seam lines shall be architecturally integrated into the building design so that they are not visible. Seam lines can be filled, covered by other accent material or other method thereby making the seam lines invisible. Color impregnated decorative block shall also be allowed as a-major exterior wall material and shall be required to be sealed. All materials shall be color impregnated with the exception of architectural concrete precast panel systems and fiber cement siding that may be painted.

Staff Comment: Wrap brick/stone around 1st floor along Dayton Ave.

The Mississippi River Corridor Critical Area Plan (MRCCA) originated in 1973 and was amended in 2022. As it relates to this project, the MRCCA intends to protect public river corridor views and minimize impacts from development.³ There are more restrictive subdivision regulations which are not applicable to this project because it does not abut the river and is less than 5-acres in size.

-

³ Mississippi River Corridor Critical Area Plan, pA.65

ROLE OF CITY COUNCIL:

Provide comments. Comments are non-binding.

RECOMMENDATION:

Providing comments. There is no formal action.

ATTACHMENT(S):

Aerial Photo Site Photos Historic Village Framework Plan Plan Set

Aerial Photo



Site Photos



Panoramic view looking south from Susan McLean Park (photo Dec 31, 2023)



Panoramic view looking north from rear property line (photo Dec 31, 2023).



REVISIONS

OMEDOI OMEDOI





1/5

Dimensions, notes, details and conformation to all local codes are to be verified by owner and contractor prior to the start of construction Phillips Planning, Inc. will assume no responsibility for same after commencement of construction. 2-11 7/8" LVL HDR PORTAL FRAME 2-11 7/8" LVL HDR PORTAL FRAME 2-11 7/8" LVL HDR PORTAL FRAME 16x8 OH DOOR ___ __ __ 16x8 OH DOOR 4" CONC FLOOR SLOPE TO DOORS 4" CONC FLOOR 4" CONC FLOOR SLOPE TO DOORS SLOPE TO DOORS NOTE: NOT LESS THAN 1/2" GYP. BOARD OR EQUIVALENT ON ALL WALLS COMMON TO HOUSE AND ATTIC NOTE: NOT LESS THAN 1/2" GYP. BOARD OR EQUIVALENT ON ALL WALLS COMMON TO HOUSE AND ATTIC NOTE: NOT LESS THAN 1/2" GYP. BOARD OR EQUIVALENT ON ALL WALLS COMMON TO HOUSE AND ATTIC NOT LESS THAN 5/8" TYPE X GYP. BOARD OR EQUIVALENT ON ALL CEILINGS COMMON TO HABITABLE ROOMS ABOVE GARAGE NOT LESS THAN 5/8" TYPE X GYP. BOARD OR EQUIVALENT ON ALL CEILINGS COMMON TO HABITABLE ROOMS ABOVE GARAGE NOT LESS THAN 5/8" TYPE X GYP. BOARD OR EQUIVALENT ON ALL CEILINGS COMMON TO HABITABLE ROOMS ABOVE GARAGE REF. REF. PANTRY 3660 DH 3660 DH DINING DINING DINING 3660 DH 3660 DH FLOOR SYSTEM ABOVE
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12" COLUMN WRAP
16"(FRAMED) SQUARE
STONE BASE 6x6 POST WITHIN 12" COLUMN WRAP 16"(FRAMED) NUARE ___ STÓNE BASE 2-9 1/2" LVL BEAM 2-9 1/2" LVL NOTES:
-TYPICAL 9'-1 1/8" SECOND FLR PLATE HGT UNLESS NOTED OTHERWISE
-GENERIC WDW SIZES GIVEN; FRAME SIZE IN INCHES
-SET WDW ROUGH OPG HEIGHT AT 8'-0" U.N.O.
-OPGS TO RECEIVE 2) 2x10 HDRS UNLESS NOTED OTHERWISE
-VERIFY BEAM & HEADER SIZES WITH MFR AND/OR SUPPLIER 1ST FLOOR PLAN 1/4"=1'-0"

ERIC LUCERO

DAYTON PROJECT

PLAN# 23-1116A

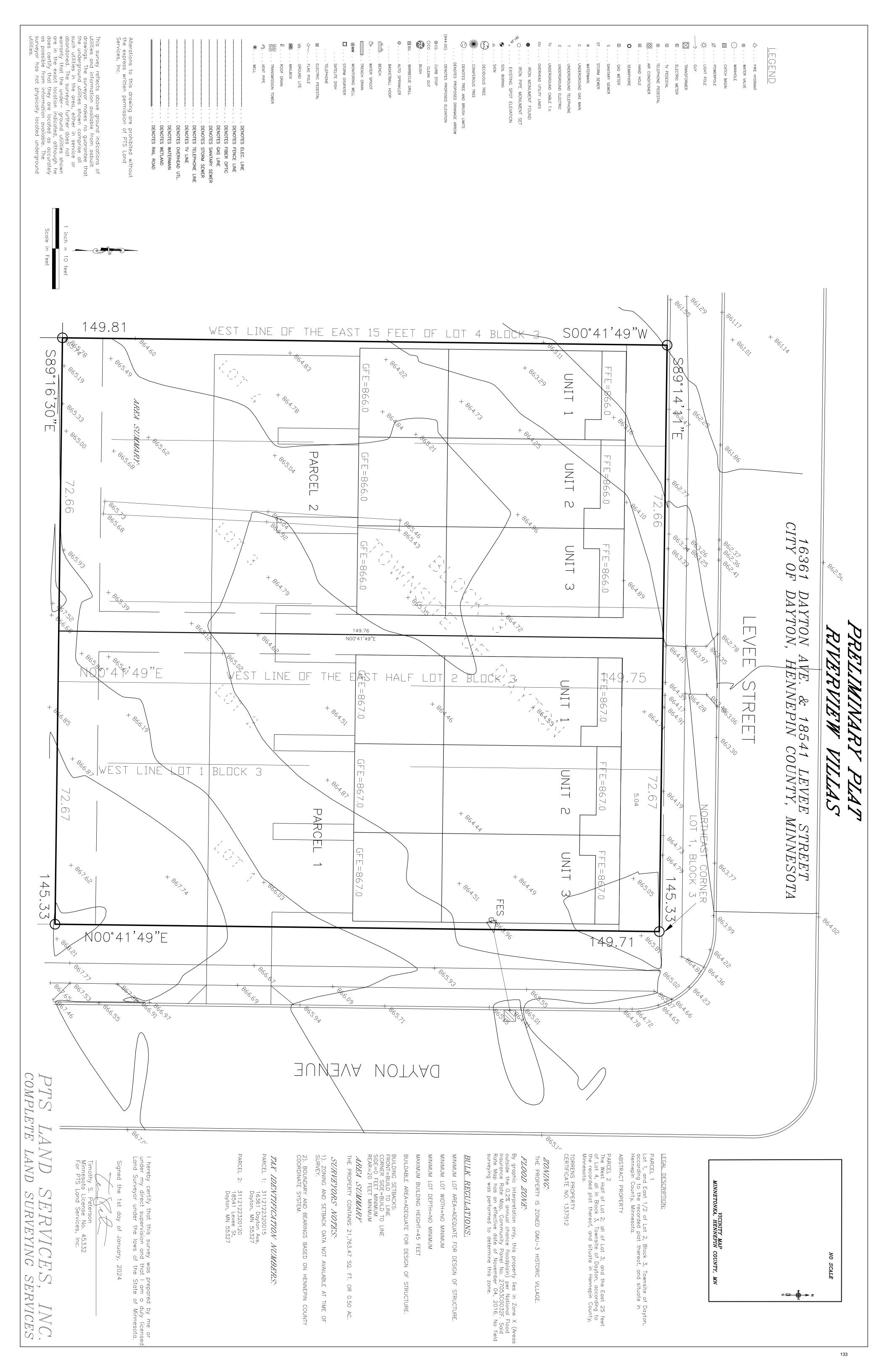
DATE: 11-17-2023

5

Dimensions, notes, details and conformation to all local codes are to be verified by owner and contractor prior to the start of construction Phillips Planning, Inc. will assume no responsibility for same after commencement of construction. 1'-0" 1'-0" 4:12 4:12 BEDRM #2 BEDRM #3 LOFT/ BEDRM #4 BEDRM #4 OFFICE 4:12 4:12 4:12 4:12 4:12 4:12 **ROOF PLAN** 60x30 TUB/SHWR 60x30 TUB/SHWR 60x30 TUB/SHWR OWNERS BATH BATH LINEN Phillips Planning nor its employees assume any responsibility for various construction techniques and/or quality of materials and Residential designers or draftspersons are not engineers. Phillips Planning, Inc. recommends that a qualified, licensed structural engineer be retained to insure the structural integrity of all buildings. Beams and structural members specified on these plans are for bid purposes only and should be sized by the manufacturers engineering staff and/or a licensed engineer. 7'-0" MFD TRUSSES AT 24" O.C. MFD TRUSSES AT 24" O.C. MFD TRUSSES AT 24" O.C. Sizes of materials and products specified on these plans reflect accepted industry standards and in no way indicate a specific manufacturer, unless requested by the client. In the case of doors and windows, generic sizes are specified unless noted otherwise and it is assumed that the supplier will bid and use the closest size available. OWNERS OWNERS OWNERS WI.C. Phillips Planning will only specify stucco or stucco--like products if requested to do so by our clients. Phillips Planning assumes no responsibility for either the application techniques or the performance of these products. Builder/owner should be aware that BEDRM BEDRM BEDRM there have been issues relating to moisture migration into wall cavities resulting in serious mold problems and deterioration of materials within the wall cavities. Windows and doors within a stucco or stucco product wall should be installed with strict attention to the manufactures guidelines for this installation. The general contractor and/or homeowner shall assume full responsibility for the checking and verification of dimensions, details and notes, as well as construction techniques, specifications, structural and/or safety requirements and conformity to all federal, state and local building codes, laws and ordinances. 2442 DH 2442 DH Homes which are to be constructed in areas that are subject to extraordinary seismic, wind, snowfall, cold or flood issues should be engineered and inspected by a construction professional familiar with the particular conditions of that region. These plans shall remain the property of Phillips Planning, Inc. and shall not be copied or reproduced without the written consent of same or the client for which they were prepared. 3660 DH 3660 DH 3660 DH 3660 DH 3660 DH 3660 DH 1212 SQ, FT, -TYPICAL 8'-1 1/8" THIRD FLR PLATE HGT UNLESS NOTED OTHERWISE -GENERIC WDW SIZES GIVEN; FRAME SIZE IN INCHES -SET WDW ROUGH OPG HEIGHT AT 6'-10 1/2" U.N.O. -OPGS TO RECEIVE 2) 2x10 HDRS UNLESS NOTED OTHERWISE -VERIFY BEAM & HEADER SIZES WITH MFR AND/OR SUPPLIER

2ND FLOOR PLAN

1/4"=1'-0"



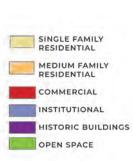
Notary Has caused the same to be surveyed and platted as RIVERVIEW VILLAS and does hereby donate the public for public use the public ways and drainage and utility easements as created by this Lot 1, and East 1/2 of Lot 2, Block 3, Townsite of Dayton, according to the recor Hennepin County, Minnesota.

Abstract Property
And,
The West Half of Lot 2; all of Lot 3; and the East 25 feet of Lot 4, all in Block according to the recorded plat thereof, and situate in Hennepin County, Minnesota. TORRENS PROPERTY
CERTIFICATE NO. 1337512 This plat of RIVERVIEW VILLAS was approved I Timothy S. Peterson do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat. City Council, City of Dayton, Minnesota This instrument County of Timothy S. Peterson, Land Surveyor Minnesota License No. 45332 Dated this SURVEYORS CERTIFICATE: Erum KNOW ALL PERSONS BY THESE PRESENTS: THAT Riverview Villas MN, LLC, A Minnesota Limited Liability Company owners of the following described property: RESIDENT AND REAL ESTATE SERVICES, Hennepin presents to be signed by its proper officer this I hereby certify that the taxes payable in COUNTY Chris Mavis, Commission COUNCIL, CITY OF DAYTON, MINNESOTA K Lucero Public, Bovgie, Minnesota, at a regular meeting DIVISION, RECORDER, Hennepin County, Minnesota ō whereof said Riverview Villas MN, LLC, MN. Statute Sec. Hennepin County Surveyor Hennepin County Expires: was. that 505.03, Subd. Hennepin County, Minnesota 20_ day of acknowledged before me this Recorder County dated this within plat and said plat is 20_ 383B.565 9 County, of RIVERVIEW (1969), thereof held this o'clock in compliance ý ₽ Minnesota and ВΥ ВΥ Timothy County, accepted this Mayor Clerk A Minnesota Limited Liability Company has VILLAS ׄ≥ plat day of Minnesota with has and prior years have à the recorded the been City Council provisions approved 20_ ⊇. Deputy of Minnesota recorded this Ų, Townsite paid 20_ plat thereof, of Dayton, and dedicate to s plat. of N00°41'49"E WEST LINE OF THE EAST 15 FEET OF LOT 4 BLOCK 3 149.81 S89°16'30"E 10 S89. RIVERVIEW 14'11"E PARCEL 72.66 N Γ T \neg 10 Γ T \neg 10 $\Gamma \top \neg$ \bigcirc 1 1 \bigcup N00°41'49"E \bigcirc 149.76 UI (/) 10 10 WEST LINE OF THE EAST HALF LOT 2 BLOCK'S, - \top \neg S Γ T T Γ T \neg WEST LINE LOT 1 BLOCK 3 72.67 NORTHEAST CORNER LOT 1, BLOCK 3 PARCEL 145.33 145.33 10 N00°41'49"E 149.71 FOR THE PURPOSES OF THIS PLAT THE SOUTH LINE OF LEVEE STREET IS ASSUMED TO BEAR SOUTH 89 DEGREES 14 MINUTES 11 SECONDS EAST CR. BEING SEVEN FEET IN WIDTH AND ADJOINING SIDE LOT LINES AND BEING TEN FEET IN WIDTH AND ADJOINING PUBLIC WAYS, UNLESS OTHERWISE INDICATED ON THIS PLAT.

NOT TO SCALE DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS: PTS LAND SERVICES, INC. COMPLETE LAND SURVEYING SERVICES NORTHEAST QUARTER SEC.34, TWP.117, RGE.22 BASIS OF BEARINGS: IRON PIPE MONUMENT FOUND HENNEPIN COUNTY CAST IRON MONUMENT FOUND 1/2 INCH $\,$ X $\,$ 18 INCH IRON PIPE MONUMENT SET, MARKED BY LICENSE NO. 45332 DOC. NO. VICINITY MAP NOT TO SCALE

134







MEDIUM DENSITY HOUSING TOWNHOMES TYPICAL

VILLAGE SQUARE

HISTORIC VILLAGE REDEVELOPMENT

HISTORIC MCNEIL PARK

PRESERVE VILLAGE CHARACTER WITH STREET GRID & NEW DEVELOPMENT

RIVER OVERLOOK

POTENTIAL PUBLIC PARK

HISTORIC VILLAGE FRAMEWORK PLAN

CITY OF DAYTON 2040 PLAN



AUGUST 2023

Meeting Date: Jan 23, 2024 Item Number: K.



PRESENTER:

Jon Sevald, Community Development Director

ITEM:

Parkway Neighborhood Revised Concept Plan

APPLICANT

Michael Elzufon, WME Holdings, LLC

POLICY DECISION / ACTION TO BE CONSIDERED:

On January 4, 2024, the Planning Commission TABLED action on the following items, to allow completion of an Environmental Assessment Worksheet (EAW):

- (1) Zoning Map Amendment
- (2) Preliminary Plat
- (3) Planned Unit Development (PUD) for a Conservation Subdivision
- (4) CUP for PUD/Multi-Family within Shoreland District of Rush Creek
- (5) Site Plan Review

Since action is Tabled, the Council is asked to provide comments, as if this were a revised Concept Plan.

BACKGROUND/OVERVIEW:

The Parkway Neighborhood is a Planned Unit Development (PUD) located at the southwest corner of I-94 and Dayton Parkway. The project is part of a larger planned 600+ unit mixed-use development. The Developer is requesting approval of Lot 1, which is a 180-unit apartment building. Prior to approval of the Preliminary Plat, an Environmental Assessment Worksheet (EAW) must be completed, which will take several months. Rather than putting everything on hold, Staff and the Developer would like the Planning Commission/City Council to begin its review of the project now, and to make recommendations so that changes can be made while the EAW is being written. Once the EAW is complete (April/May), Staff's intent is for the Planning Commission/City Council to approve both the Preliminary and Final Plat, rezonings, site plans (everything) all at the same time. The intent is to begin construction in 2024.

Emphasis added: if there is anything the Planning Commission/City Council would like changed, this is the time to do it (don't wait until May/June).

CRITICAL ISSUES:

- 1. Development of Lot 1 (180-unit apartment) is dependent upon construction of a public street through Outlot A. Street construction will impact wetlands. These impacts trigger a mandatory EAW. The EAW will not be completed until spring. The Preliminary Plat cannot be approved until the EAW is complete.
- 2. Extensive engineering items need to be completed. Architectural plans indicate future townhomes within potential wetland mitigation area in Civil plans. Construction within the

floodplain of Rush Creek requires a CUP for PUD/multi-family and review by DNR (not completed).

- 3. A PUD for a Conservation Subdivision is required because the wetlands and wooded areas are within the Greenway Overlay district. It is intended for PUD's to demonstrate a public benefit. Public Benefit is to be determined by the City Council/Planning Commission.
- 4. As a PUD, deviations from minimum City Code requirements may be requested. Requested deviations include; outdoor parking (19 stall reduction), and parking stall width (9' instead of 10').
- 5. An Emergency Access is needed. There is an existing farm road accessing the site. Further investigation is needed if this road can adequately support emergency vehicles (e.g. creek crossing, road/floodplain elevation).

Southwest Dayton Small Area Plan

During the writing of the Comprehensive Plan, a Small Area Plan (The Plan) was being developed (2020), preceding adoption of the GMU-5 zoning district (2022). The Plan includes a market study intended to provide guidance for development. Recommended land uses include:¹

- Neighborhood-retail concentration grocery-anchored potential and retail/restaurant pad sites.
- Hotel pad site (possible dule-braded hotel or multiple hotel pads)
- Multifamily housing and/or senior housing (buffer transitioning between land uses)
- Potential townhome or other housing concepts; furthest from the interchange.

Concept Plan²

A Concept Plan was reviewed by the Planning Commission and City Council in 2023. The Concept Plan consisted of two apartment buildings (125 units each), and 124 townhome units in multiple buildings (374 units total). 375 units requires an EAW.³

Planning Commission comments on Concept Plan (July 6, 2023):

- Should higher density be considered (depends on what is built on adjacent properties)?
- Don't make this look like every other apartment building.
- Each building should have a view of a focal point (will have views of wetlands).
- More sidewalks through townhome areas.
- Parking deficiency justified thru PUD (prefer less parking & pavement).
- Nice mix of options.
- Add Dog Run.

Dayton Parkway Interchange Small Area Plan and Market Study; Preliminary Development Recommendations (p.16)

² City Code 1001.10, Subd 4 (Procedures for Processing a Planned Unit Development)

³ MN Rule 4410.4300, Subp 19(D) (Residential development);250 unattached units or 375 attached units in a city within the seven-county Twin Cities metropolitan area....

City Council comments on Concept Plan (July 25, 2023):

- Will developer contribute towards cost of traffic signal on Dayton Parkway (undetermined if a signal is warranted)?
- Examples of townhomes provided at meeting; townhomes looked "plain".
- Need playground equipment.

Master Plan4

After Concept Plan, it is the City Code's intent for review of a Master Development Plan addressing proposed land uses, intensities, layout and design, staging of development, a narrative describing the intended market, and detailed plans for development.

Staff Comments:

It is Staff's opinion that Master Plan requirements are duplicative of Preliminary Plat, PUD, and Site Plan requirements (e.g. a Master Plan is only necessary for a *Master Planned Development*, as designated in the 2040 Future Land Use map (460 acre area in north Dayton). A Master Plan would also be appropriate for the Dayton Parkway Master Plan project (620 acres). *The Parkway Neighborhood* is 70 acres (gross).

Environmental Assessment Worksheet (EAW)

An EAW addresses environmental issues related to construction projects. An EAW is required for 375 or more attached residential units (the July 2023 Concept Plan included 374 units). Although an EAW may not be triggered until the 375th unit is proposed, an EAW is required when the project is a "connected action".⁵ In this case, construction of Lot 1 (180 units) requires construction of a street through Outlot A. The street will impact 2.69 acres of wetlands within the 100-year floodplain. An EAW is required if diminishing one-acre or more of wetlands within a floodplain.⁶

Unit Mix⁷

Units	# bed rooms	Unit Size	Est pop (5-17 yrs)	Est Total Pop
20	Studio	639 – 668 sf	1	24
91	1	687 – 925 sf	4	119
51	2	1,107 – 1,245 sf	16	113
18	3	1,372 – 1,371 sf	20	65
180			41	321

Staff Comments:

It is anticipated that a school bus stop will be located at the street & driveway intersection. Consideration should be given to provide a cement landing of adequate size (if not a shelter).

Amenities:

⁴ City Code 1001.10, Subd 4 (Procedures for Processing a Planned Unit Development)

⁵ MN Rule 4410.1000, Subp 4 (Connected actions and phased actions)

⁶ MN Rule 4410.4300, Subd 27 (Public waters, public waters wetlands, and wetlands)

Population estimates are extracted from Metropolitan Council summarization of American Community Survey, 2018-2022. Population per household is specific to multi-family rental units metro-wide (not specific to Dayton).

Item Number: K.

Swimming pool with patio Community Room Rooftop Deck Dog Run Fitness Room Sky Lounge

Comprehensive Plan

A Comprehensive Plan amendment is needed for two reasons; (1) to extend sanitary sewer from Rogers (Comp Plan intended extension from Maple Grove); and (2) to amend the Staging Plan Map from "2020" to "Current". The Comp Plan includes a staging plan, assigning undeveloped areas to a decade in which sanitary sewer and water may become available.

The 2040 Comprehensive Plan guides the properties for Mixed Use. Additionally, the properties are within the Greenway Overlay.

Mixed-Use is intended to include a mix of commercial, industrial, and residential uses with an average density of 12-units per acre. The "mix" can occur on the same property or in the same building (e.g. apartments above retail). The project will include:

Lot 1	180-unit apartment (30.1 units per acre density)

Outlot A Commercial/Retail

Outlot B Apartment
Outlot C Townhomes
Outlot D Townhomes
Outlot E Open Space

Greenway Overlay

The project is within the Greenway Overlay, as identified in the Comprehensive Plan Future Land Use Map. All development within or adjacent to the Greenway Overlay requires a PUD for a Conservation Subdivision.





2040 Comprehensive Plan; Future Land Use Map

⁸ 2040 Comprehensive Plan, Table 3 (Land Use Categories; Mixed Use.

Conservation Subdivisions shall take into account a hierarchy of protection standards; highest to lowest guidelines:9

1. Maximize the protection of the function and value of the Greenway Overlay Corridor.

Staff Comments:

Referring to MLCCS Land Cover Quality (attached map), wooded areas of "moderate quality" are located on Outlot B (future apartment) and Outlot C (future townhomes). The street will significantly impact wooded areas on Outlot B. A Tree inventory (yet to be completed) will identify if there are any Significant Trees to be removed. If any are found, consideration should be given if they can be preserved through custom grading/retention walls.

Provide for an opportunity for equitable economic return for the development.

Staff Comments: Minimum density is 12 units per net acre, whereas Lot 1 will be 31

units per net acre.

3. Maintain viable riparian and wildlife corridors, rare species, and connections between Greenway Overlay Corridor areas. Avoid direct or indirect impacts to the corridor area that may destroy or diminish the resource.

YES	NO	
Х		Keep undeveloped Greenway Overlay Corridor areas large enough to maximize sustainability and minimize fragmentation.
X (35')		Maintain a buffer adequate to the health and viability of the Greenway Overlay Corridor.
TBD	TBD	Minimize adverse construction impacts on the Greenway Overlay Corridor. Rectify impact by repair, replacement or restore affected greenway area.
Х		Cluster homes to protect larger areas of open space and avoid fragmented habitat areas.
Х		Consideration should be given in the layout of the subdivision to provide each dwelling unit with access and or views onto the preserved natural area(s).
		Residential design standards for the applicable zoning district shall apply.

Conservation Subdivisions within the Greenway Overlay may be provided incentives, including: 10

YES	NO	
Х		Deviations from subdivision and zoning regulations, such as narrower public right-
(parking)		of-way, reduced sidewalk requirements, reduced street widths, reduced setback
		requirements.
	Χ	Acceptance of donation of Greenway Overlay Corridor upland areas and/or buffer
		areas to fulfill portion of required park dedication acreage established in Section
		1002.
	Χ	Allowance of increased density and smaller lot sizes.
Х		Cluster of development outside the Greenway Overlay Corridor.
	Χ	Variance from lot coverage regulations.

⁹ City Code 1002.15, Subd 3(1)(b) (Planned Unit Development Designation; Development guidelines).

¹⁰ City Code 1002.15, Subd 3(c) (incentives)

	Х	Expedited application review.
TBD	TBD	Land acquisitions of the Greenway Overlay Corridor.
		Variance from landscape requirements.
		Other options that meet the intent of this Subsection.

Conservation Subdivisions require a Natural Resource Inventory (not completed)¹¹ including a narrative of how the project addresses the hierarchy of protection. Staff anticipates that the EAW will address the Natural Resources Inventory.

General Mixed-Use District 5 Southwest Mixed Use (GMU-5)

The properties are zoned GMU-5, and are intended to serve as Dayton's Gateway, with a mix of high density residential, commercial, office, and employment driven industrial uses. Development requires a PUD. Permitted residential uses requires a minimum density of 12 units per acre, and a minimum of three stories.

Within the GMU-5 district, site design shall:12

YES	NO	Requirement
X		Orient and consolidate structures to complement existing, adjacent development to
		create a coordinated and visually attractive mixed-use setting.
X		Site planning shall respect the relationship of the site to the existing and proposed
		buildings and streets and major roadways, including Interstate 94 and Dayton
		Parkway.
X (30')		Buildings with frontage on a primary street shall orient front facades parallel to the
		primary street. Buildings shall be setback a minimum of 20 feet from public
		roadways.
X		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.
X		Buildings shall have a clearly defined primary pedestrian entrance at street level.
		Parking lots should be situated internally and not fronting Dayton Parkway.
-	-	Drive-through or drive-in lanes are not allowed within the front of any buildings. They
		must be located to the side or rear of a building. Stacking and design shall comply
		with Section 1001.19.
X		Maximum impervious coverage. The total lot coverage shall not exceed 80%
(46.5%)		impervious.
-	-	No dock doors and/or loading bays shall be oriented as to face Interstate 94, Dayton
		Parkway, or any street defined as an arterial or collector.
X		Multiple principal buildings on a single parcel must be designed to complement each
		other and must be built of similar materials. Emphasis on building position may be
		made to give visual interest.

PUD Standards: 13

The City may approve the Planned Unit Development only if it finds that the development satisfies all of the following standards:

YES	NO	
Х		The Planned Unit Development is consistent with the Comprehensive Plan of the
		City.

¹¹ City Code 1002.15, Subd 4 (Data Required for Preliminary Plats).

¹² City Code 1001.065, Subd 5(6) (Site Design)

¹³ City Code 1001.10, Subd 3 (Planned Unit Development; General Standards for Approval)

Х		The Planned Unit Development is an effective and unified treatment of the
		development possibilities on the project site and the development plan provides for
		the preservation or creation of unique amenities such as natural streams, stream
		banks, wooded cover, rough terrain, manmade landforms or landscaping and similar
		areas.
Х		The Planned Unit Development can be planned and developed to harmonize with
		any existing or proposed development in the areas surrounding the project site. The
		development plan shall not have a detrimental effect upon the neighborhood or area
		in which it is proposed to be located.
X		The Planned Unit Development provides transitions in land use in keeping with the
		character of adjacent land use and provides variety in the organization of site
		elements and building design.
X		The tract under consideration is under single ownership or control.
		hall be included in each development and considered as part of the review of the
		Unit Development and as an opportunity to support any deviations from the primary
		e provisions and performance standards. Public benefits, that may be considered,
include b		ot limited, to the following:
	X	Preservation or creation of increased public or private open space (above what is
		excluded in net calculation).
	X	Increased park land dedication beyond the required park dedication amount when
		land is required by the ordinance.
X		Expansion of existing open space or open space corridors and/or linking open space
		corridors beyond borders of the site.
	X	Preservation of existing natural resources, the sites natural topography, existing
		buffers and woodlands (as may be mapped as the greenway corridor on the land use
		plan) beyond minimum required by ordinance.
X		Site amenities: private parks, enhanced pedestrian scale and decorative street
		lighting, tot lots, trails (above what is required by ordinance), recreational facilities,
		community center, pools or other on-site amenities which serve the entire
		development.
		Stormwater re-use system for common area and individual lots irrigation system.
X		Multiple development wide enhanced entry features including the following elements:
		monument signage with decorative lighting, water feature and enhanced entry
		landscaping surrounding the monument.

Staff Comments:

The properties have two owners; Gordan Roberg, and the City of Dayton. It is the City's intent to sell its property to the Roberg's developer; WME Holdings.

As a PUD, the city may require park land dedication beyond minimal requirements (e.g. more than 0.8 acres on Lot 1).

The project will impact a significant amount of wetland on Outlot A (street construction), and removal of a significant amount of trees. The Developer's intent is to preserve as may natural features as possible, while maximizing the number of units.

If wetland mitigation is provided on-site (west of street), it will expand the connected open space area.

Park Dedication 14

The Comprehensive Plan includes a Park Plan and Park Service Area assigning future types of parks to general areas of the city (e.g. tot lot, neighborhood park, community park). No city parks are planned southwest of I-94.

The City has the option of requiring park dedication to include up to 17.5% (0.87 acres) based on 31 dwelling units per net acre density for Lot 1.15 Land dedication would be calculated based on each lot in the Final Plat (e.g. Lot 1; 4.96 net acres). As Outlots are re-platted into Lots & Blocks, park land dedication will be recalculated at that time.

The City may require a Park Dedication Fee in lieu of land dedication. 16 17

	Non-Residential	Residential	High Density	TOTAL (Lot 1)
			Residential	
Park Dedication	\$7,524/acre	\$4,283/unit	\$2,980/unit	\$536,400
Trail Dedication		\$2,663/unit	\$2,420/unit	\$435,600
				\$972,000

Rush Creek Regional Trail Extension

Three Rivers Park District plans a regional trail along Rush Creek connecting Elm Creek Park Reserve and Crow-Hassan Park Reserve (exact location is not determined). The creek passes through the southwest corner of the project. Three Rivers has expressed a need for a trailhead in the area. It is Staff's opinion that a trailhead would be appropriate along Co Rd 101 (off-site), or if incorporated with Outlot A commercial/retail development (trailhead might attract a bike shop).



Rush Creek Regional Trail Corridor. Red circle = SW Dayton Area.

¹⁵ City Code 1002.08, Subd 10(f)(1); The amount of land required to be dedicated by a developer for parks or open space shall be based upon the net area (gross area minus wetland and floodplain) of the land to be subdivided which could be developed for residential, commercial, industrial or other non-residential purposes, shall be determined at the time of preliminary plat approval, and shall be calculated as follows: Residential development: 12.6 – 16.0 Dwelling Units/Acre, 16% land to be dedicated for parks, trails and open space. For each additional 2.5 units over 16/acre, add 0.25%. EXAMPLE:

Dwelling Units/Acre	Land to be dedicated for parks, trails and open space
12-16	16%
31.1	16% + 1.5% (17.5%)

¹⁶ City Code 1002.08, Subd 10(4) (Cash requirements in lieu of land dedication).

¹⁴ City Code 1002.08, Subd 10 (Final Plat; Dedication of Lands for Public Purpose)

¹⁷ 2023 Fee Schedule (development fees are based on the date of application, e.g. 2023).

Planning Commission Comments: Recommended moving the trail west and meandering it (vs. alongside the road). Locate the trailhead on the Schany property (west) instead of the Roberg property.

Off-Street Parking 18 19

Req	Prop	
180	180	Indoor Parking* (1 stall per unit) (9' X 18')
198	179	Outdoor Parking (1.1 stalls per unit) (9' X 18')
378	359	TOTAL
6+6	5+6	ADA Stalls (Indoor + Outdoor)

^{*16} indoor stalls are 8' X 16' compact stalls (minimum 10' X 20' is required. Length may be reduced to 18' if vehicle overhang²⁰). **NOTE:** Requested deviation in number of outdoor stalls (reduction of 19 stalls), and stall width from 10' width to 9' width. Stalls can be reassigned to be ADA compliant.

There is no space on Lot 1 for Proof of Parking. The building may be moved to a 20' setback from the street (vs. 30') and stay in compliance. This might add four surface stalls, but would not be a significant difference.

Planning Commission Comments: Recommended providing an undetermined number of 10' wide parking stalls to accommodate pickup trucks, noting that this would result in fewer parking stalls. Eliminate parking inbetween buildings, and add center median.



PC Discussion: remove parking in between buildings because it interferes with traffic movement. Install center median at entry to apartment complex.

Building Design Requirements²¹

Bananig Beolgh Requirements			
YES	NO		
Minimum design elements			
Х		Architectural detailing	
Х		Visually pleasing primary front entrance that is clearly articulated and obvious from	
		the street	
Χ		A minimum of 30% window coverage on each front that faces a street	

¹⁸ City Code 1001.061, Subd 5(7)(a) (Parking requirements); and 1001.19 (Parking Regulations)

¹⁹ City Code 1001.19, Subd 7(j)(c); Multiple-family dwellings. Two spaces per dwelling unit, 1 of which must be enclosed, plus an additional 1/2 parking space per every 5 dwelling units for visitors.

²⁰ City Code 1001.19, Subd 9 (Minimum Parking Space and Aisle Dimensions)

²¹ City Code 1001.065, Subd 5(8) (Building design requirements)

Х		Contrasting, yet complementary materials and colors
	al design	elements that will be evaluated with the PUD
	X	First floor commercial in residential
-	-	Two stories or greater for office uses
Х		A combination of horizontal and vertical design features
X		Irregular building shapes
X		Other architectural features in the overall architectural concept
	rv buildin	gs shall have the ground floor distinguished from the upper floors by having one or
	following	
	Х	Awning
	Х	Trellis
	Х	Arcade
	X	Window lintels
	X	Intermediate cornice line
	X	Brick detailing such as quoins or corbels
All exteri		g walls adjacent to or visible from a public street, public open space or abutting
	may not	exceed 50 feet in length without significant visual relief consisting of one of the
Х		Facade materials. Buildings shall exhibit variation and detail in their facades, including high-quality materials
Х		Horizontal offsets of at least 4 feet in depth
	Х	Vertical offsets in the roofline of at least 4 feet; or
X		Fenestration at the first-floor level that is recessed horizontally at least 1 foot into
		the facade.
Other de	sian real	irements.
Outlot do	X	All principal buildings shall have an entry on a street
Х		Buildings shall provide a base and top to their architecture.
X		The tops of buildings shall be articulated to minimize the box-like images.
Other:		The tope of ballaringe chair be articulated to minimize the bex like images.
X		Accent materials. Accent materials shall be wrapped around walls visible from
		public view. Where a building is visible from a public road all elevations shall be
		architecturally treated. Acceptable accent materials include rock face concrete block
		and architectural metal. Other materials may be permitted at the City's discretion
		through the site plan review process if they are consistent with the surrounding
		environment and the purpose of this Section.
Х		Major exterior materials of all walls includes face brick [33.6%], stone, glass
		[33%], stucco, synthetic stucco, fiber cement vertical panel siding. Employment uses major exterior materials may also include architectural concrete and precast panels when they are incorporated into an overall design of the building. Major materials must cover at least 60% of the exterior.
		Fiber cement seam lines shall be architecturally integrated into the building design
		so that they are not visible. Seam lines can be filled, covered by other accent
		material or other method thereby making the seam lines invisible. Color
		impregnated decorative block shall also be allowed as a major exterior wall material
		and shall be required to be sealed. All materials shall be color impregnated with the
		exception of architectural concrete precast panel systems and fiber cement siding
		which may be painted.
	X	Restricted exterior materials. Unadorned pre-stressed concrete panels, whether
		smooth or raked, non-decorative concrete block, sheet metal, unfinished metal
		and/or galvanized and unfinished aluminum surfaces (walls or roofs) shall not be
		used as exterior materials. This restriction shall apply to all principal structures and
		to all accessory buildings. No more than 25% of any exterior wall on a building shall
		be fiber cement siding, wood or metal accent material. [26% proposed fiber
		cement lap siding]

		ansard or mansard style roofs are not permitted except for mansard style cornices.
Accepta	bie desig	ns include flat , pitched or curved. Building roof styling shall incorporate a minimum of
1 of the	following	elements:
Χ		Parapets or cornices;
	Х	Varying building height and variety of roof lines while meeting requirements in Section 6(C) Building Heights.

Screening²²

Corcernin	_	
YES	NO	
		Building mechanical equipment. The view of all roof-top equipment and related piping, ducting, electrical and mechanical utilities abutting a street shall be screened from ground level view. Screening may include parapet walls, penthouses, or other architecturally integrated elements. Wood fencing or chain link with slats shall not be used for screening. The term "ground level view" shall be defined as the view of the building from the furthest point of the width of the right-of-way from the property line(s) that abut a street. A cross-sectional drawing shall be provided that illustrates the sight lines from the ground level view.
		Ground mechanical equipment. Ground mechanical equipment shall be 100% screened from contiguous properties and adjacent streets by opaque landscaping, or screen wall compatible with the architectural treatment of the principal structure.
Х		Trash enclosure service structure. All exterior trash enclosures or other accessory structures shall be constructed of the same materials and colors as the principal building.
-	-	External loading and service areas. External loading and service areas, including dock doors, must be adequately screened from the ground-level view from adjacent properties and streets, except at access points. No dock doors shall face I-94 or Dayton Parkway.
		Headlight screening. The light from automobile headlights and other sources shall be 100% screened whenever it may be directed onto adjacent residential windows.

Lighting

<u> </u>		
YES	NO	Lighting. In addition to the lighting requirements presented in Section 1001.14,
		lighting in the GMU-5 District shall also be subject to the following requirements:
		Decorative style lighting a maximum of 14 feet in height shall be used to illuminate
		all site areas with the exception of parking areas;
Χ		Shoe-box style lighting shall only be permitted in parking areas;
Χ		Lighting fixtures shall be compatible with the architecture of the building;
		Wall-mounted lighting shall be used on building fronts to illuminate entry points and
		highlight architectural features;
Χ		Downcast or shielded lighting shall be used on all fixtures to limit light pollution.

Landscape Design²³

Lanusca	<u>ne nesiñ</u>	<u> </u>
YES	NO	Landscape design. In addition to the landscape requirements presented in Section 1001.24 all plant materials shall be used to create a unified and attractive mixed use environment.
Х		Planting areas should be located and designed to avoid visual interference with public signage, intersections, and private commercial communication;
		public signage, intersections, and private commercial communication,
X		Plant materials shall be arranged to provide focal points on the site, and
		concentrated to signify key site locations such as the primary building entrance, site

 ²² City Code 1001.065, Subd 5((9) (Screening)
 ²³ City Code 1001.24, Subd 4 (Landscape Design Standards and Guidelines)

		entrance, around signage, along pedestrian walkways, and along the perimeter of the building.
Req	Prop	Plant diversity. In addition to the 25% plant diversity requirement, the landscape plan design shall, at a minimum, provide at least 3 of the following required numbers of trees and shrubs in addition to any trees and shrubs required for screening
39	143	One over-story tree per 3,000 square feet of open area.
79	77	One ornamental tree per 1,500 square feet of open space.
39	39	One evergreen tree per 3,000 square feet of open area.
1,182	426	One deciduous or evergreen shrub per 100 square feet of open area.

A Tree preservation plan is required as part of subdivision approval or building permit approval, to include a 2:1 (inch diameter) replacement of Significant Trees.²⁴

<u>Signage</u>

The monument sign is inside the 55' clear view triangle applicable to public streets.²⁵ Although the driveway is a private street, the sign should be moved.

There is an existing billboard which will stay.

Pedestrian Environment

YES	NO	Pedestrian connections to the surrounding neighborhood shall be incorporated.
X		Sidewalk connections shall be provided to and through the development to existing and planned bus stops, trails, sidewalks and adjacent properties, where access exists or reasonable connections are possible. If a parking lot lies between the building entry and an adjacent public street, a pedestrian walkway at least 6 feet wide shall be provided between them. Clear internal pedestrian circulation routes shall be provided on the site;
X		Sidewalks shall be provided along all streets. Sidewalks shall also connect individual developments within the district;
Х		Streetscape improvements.

Staff Comments: As a PUD, consideration should be given if to require street furniture (e.g. benches).

Zoning Map Amendment

A rezoning is required to amend the Zoning Map from A-1 Agriculture to GMU-5 General Mixed-Use.

Shoreland Overlay District

Rush Creek is a Tributary Stream, subject to the Shoreland Overlay district (300' from a stream, or landward extent of floodplain, whichever is greater). A Conditional Use Permit (CUP) is required for mutli-family residential, PUD's, and parks.²⁶ ²⁷

²⁴ City Code 1001.24, Subd 5(2) (Tree Preservation)

²⁵ City Code 1001, Subd 2 (Definitions; Clear View Triangle)

²⁶ City Code 1001.08, Subd 10(2)(b) (Shoreland Use Table; Tributary Stream

²⁷ MN Rule 6120.3200, Subp 5(C) (River classes in high density residential districts); Tributary

No construction is proposed within 300' of Rush Creek (exception: possible improvements to improve south roadway access into emergency access). Construction is proposed within the landward extent of the floodplain (CUP is required).

NOTE: The January 4, 2024 Public Hearing notice did not include a CUP for a PUD/multi-family within a Shoreland District (this was missed by Staff). An additional Public Hearing is required.

ROLE OF THE CITY COUNCIL:

Consider if the project is compliant with the Comprehensive Plan, Zoning & Subdivision Ordinances, and make a recommendation.

BUDGET IMPACT:

N/A

RECOMMENDATION:

Provide any recommendation for changes to the plans, which the Developer can work on now while waiting for the EAW to be completed.

A Public Hearing notice was published in the Champlin-Dayton Press on December 21, 2023, and mailed to property owners within 500' of the project.

ATTACHMENT(S):

Aerial Photo Zoning Map Hennepin County Natural Resources Plan Set

AERIAL PHOTO



ZONING MAP

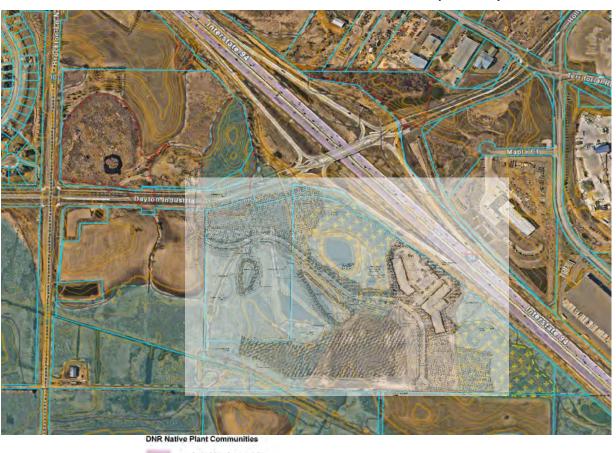


Legend

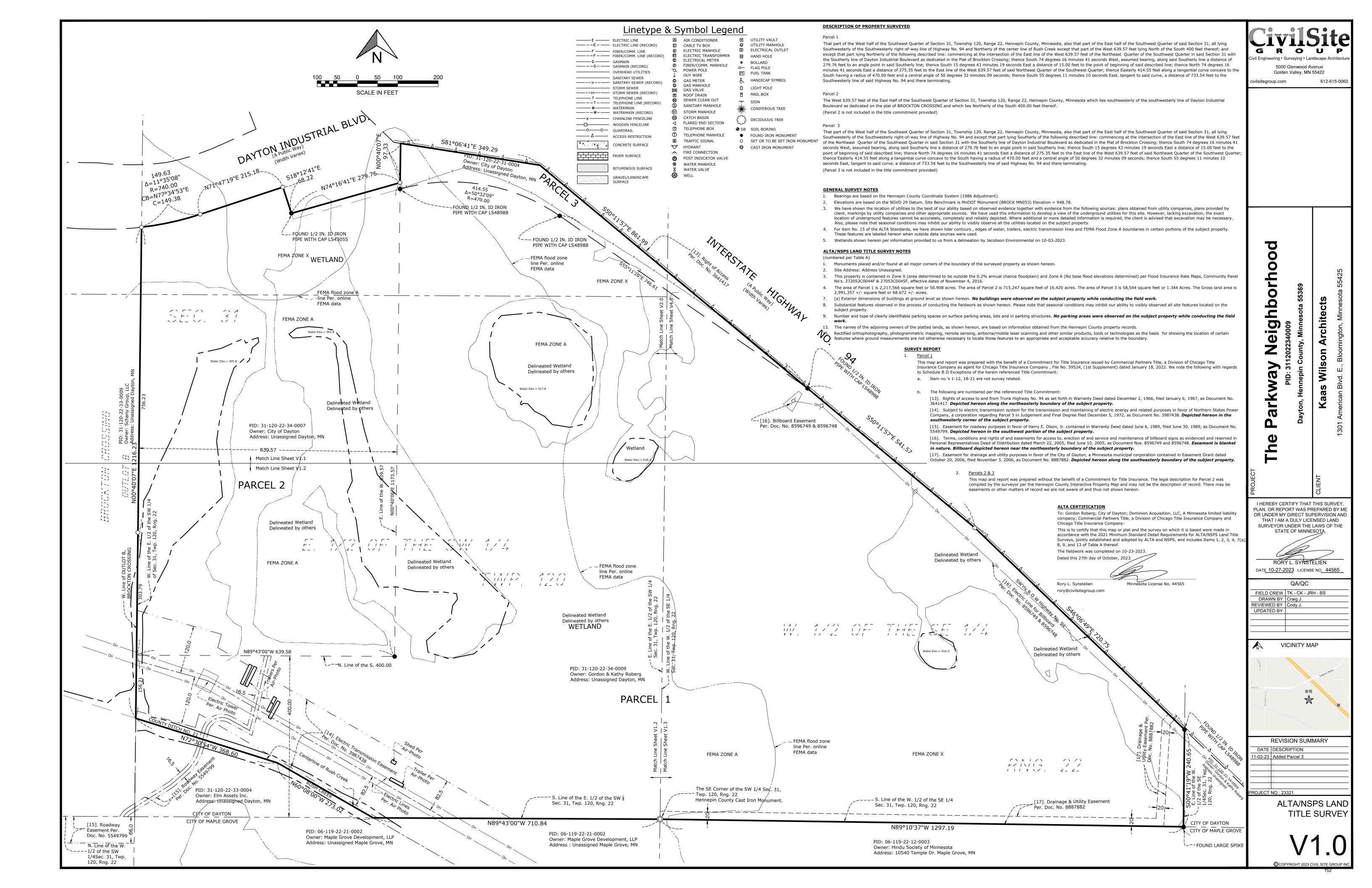
- A-1 Agricultural District
- A-2 Agricultural District
- B-2 Neighborhood Business District
- B-3 General Business District
- B-4 Commercial/ Industrial District
- B-P Business Park District
- ES Essential Service District
- G-MU-4 Balsam Lane
- I-1 Light Industrial District
- P-R Public Recreation District
- R-1 Single Family District

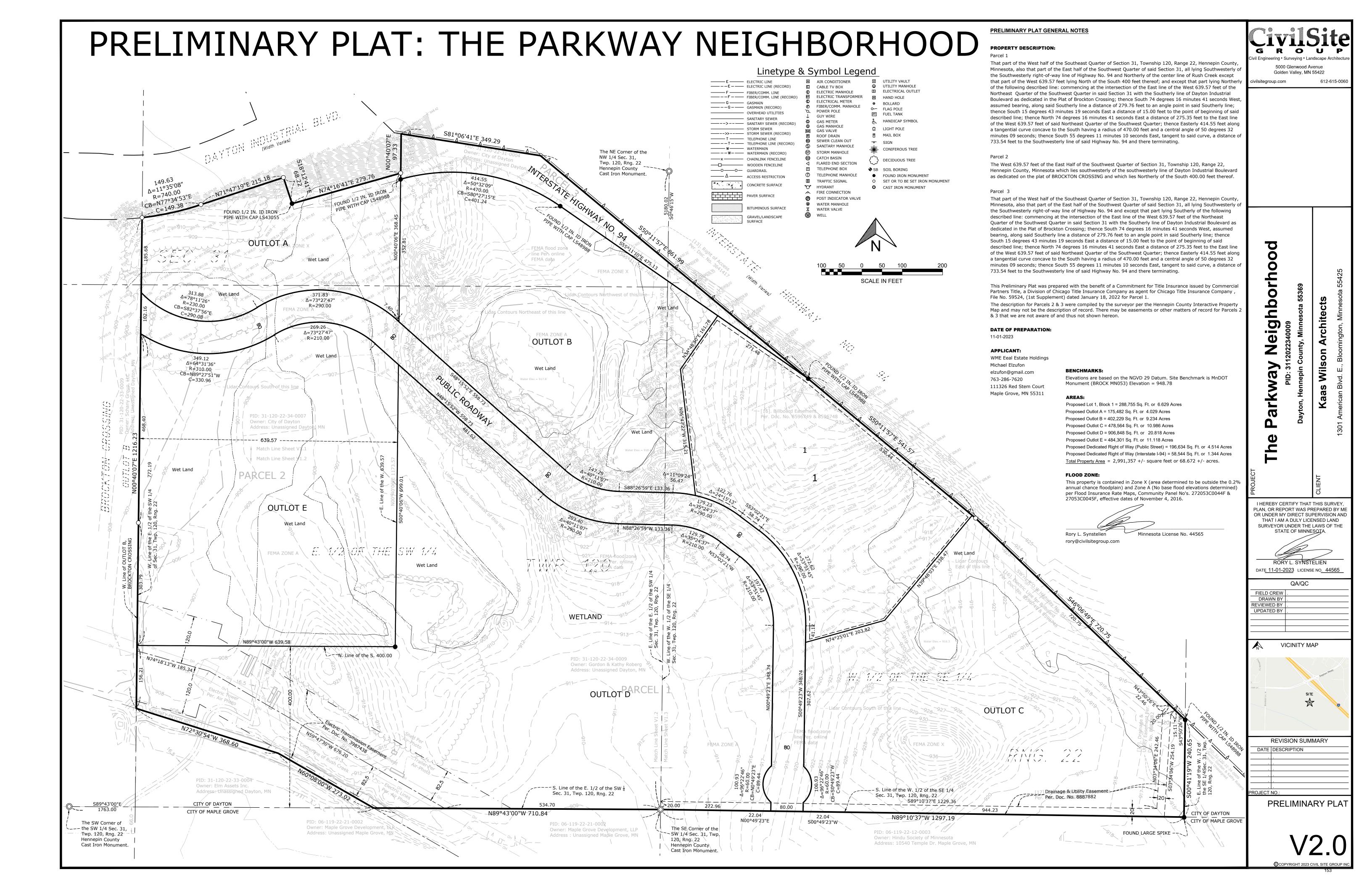
- R-1A, Single Family Residential
- R-2 Single Family District (90,000 Sf, Unsewered)
- R-3 Single Family and Attached Residential
- R-E Single Family District (5 Ac, Unsewered)
 - R-M Medium Density Residential District
- R-MH Mobile Home District
- R-O Old Village Residential
- S-A Special Agriculture District
- V-M Historic Village
- City Boundary
- //, PUD

Hennepin county Natural Resources



Acid Peatland System Cliff/Talus System Fire-Dependent Forest/ Woodland System Legend Parcels Floodplain Forest System **DNR Sites of Biodiversity Significance** Forested Rich Peatland System Outstanding Lakeshore System High Marsh System Moderate Mesic Hardwood Forest System Below MLCCS Land Cover - Quality Open Rich Peatland System High Quality River Shore System Good Quality Rock Outcrop System Moderate Quality Upland Prairie System Poor Quality Wet Forest System Altered Non-Native Plant Wet Meadow/Carr System Community: Native Species Present Wetland Prairie System Altered Non-Native Plant Community: No Native Species Present Complex community HC Natural Resource HC Ecologically Significant roagedoffown 2021





THE PARKWAY NEIGHBORHOOD - DAYTON, MN

10/31/2023



		Unit Gross Area		
Name	Count	Main Floor	Total Area	%
0 BR (Studio)				
Unit S1	8	639 ft ²	5,112 ft ²	4%
Unit S2	12	668 ft ²	8,012 ft ²	7%
	20		13,125 ft ²	11%
1BR				
Unit A1	5	687 ft ²	3,434 ft²	3%
Unit A2	4	886 ft ²	3,543 ft ²	2%
Unit A3	45	820 ft ²	36,916 ft ²	25%
Unit A4	4	750 ft ²	3,001 ft ²	2%
Unit A5	4	735 ft ²	2,941 ft ²	2%
Unit A6	5	878 ft ²	4,388 ft ²	3%
1BR +D	67		54,224 ft²	37%
Unit B1	20	906 ft²	18,126 ft ²	11%
Unit B2	4	925 ft²	3,701 ft ²	2%
2BR	24		21,827 ft ²	13%
Unit C1	7	1,107 ft ²	7,746 ft²	4%
Unit C3	8	1,098 ft ²	8,788 ft ²	4%
Unit C4	3	1,308 ft ²	3,924 ft²	2%
Unit C5	4	1,321 ft²	5,285 ft ²	2%
Unit C6	3	1,168 ft²	3,505 ft ²	2%
Unit C7	16	1,204 ft ²	19,262 ft ²	9%
Unit C8	3	1,160 ft ²	3,480 ft ²	2%
Unit C9	7	1,245 ft ²	8,714 ft ²	4%
3BR	51		60,704 ft ²	28%
Unit D1	12	1,372 ft ²	16,462 ft²	7%
OTHE DT	_	4 204 #2	4,151 ft ²	2%
	3	1,384 ft ²	7, 1011	2 /0

GROSS A	REA - TOTAL
Level	Area
Level 4	51,799 ft ²
Level 3	51,713 ft ²
Level 2	51,713 ft ²
Level 1	51,912 ft ²
Level -1	65,736 ft ²
Grand total	272,873 ft ²

	PARKINC	3
Level	Туре	Count
Level -1	GARAGE	180
Level 1	SURFACE	179
		359



SITE LOCATION MA		
SHE LUCATION WA	P	

		rised of 180 apartments.	
The 6 I	Lots of the	Property are as follows:	
Lot#	Acres	Description*	
Lot 1	6.81	High-Density Apartments	180 units
Lot A	4.46	Commercial / Retail	TBD
Lot B	9.76	High-Density Apartments / Public Space	TBD
Lot C	10.99	Medium-Density Apartments	TBD
Lot D	20.19	Medium-Density Apartments / Wetlands	TBD
Lot E	11.45	Wetland Conservation	
			And the second
Total	63.66+/-		

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· 	1900-1901



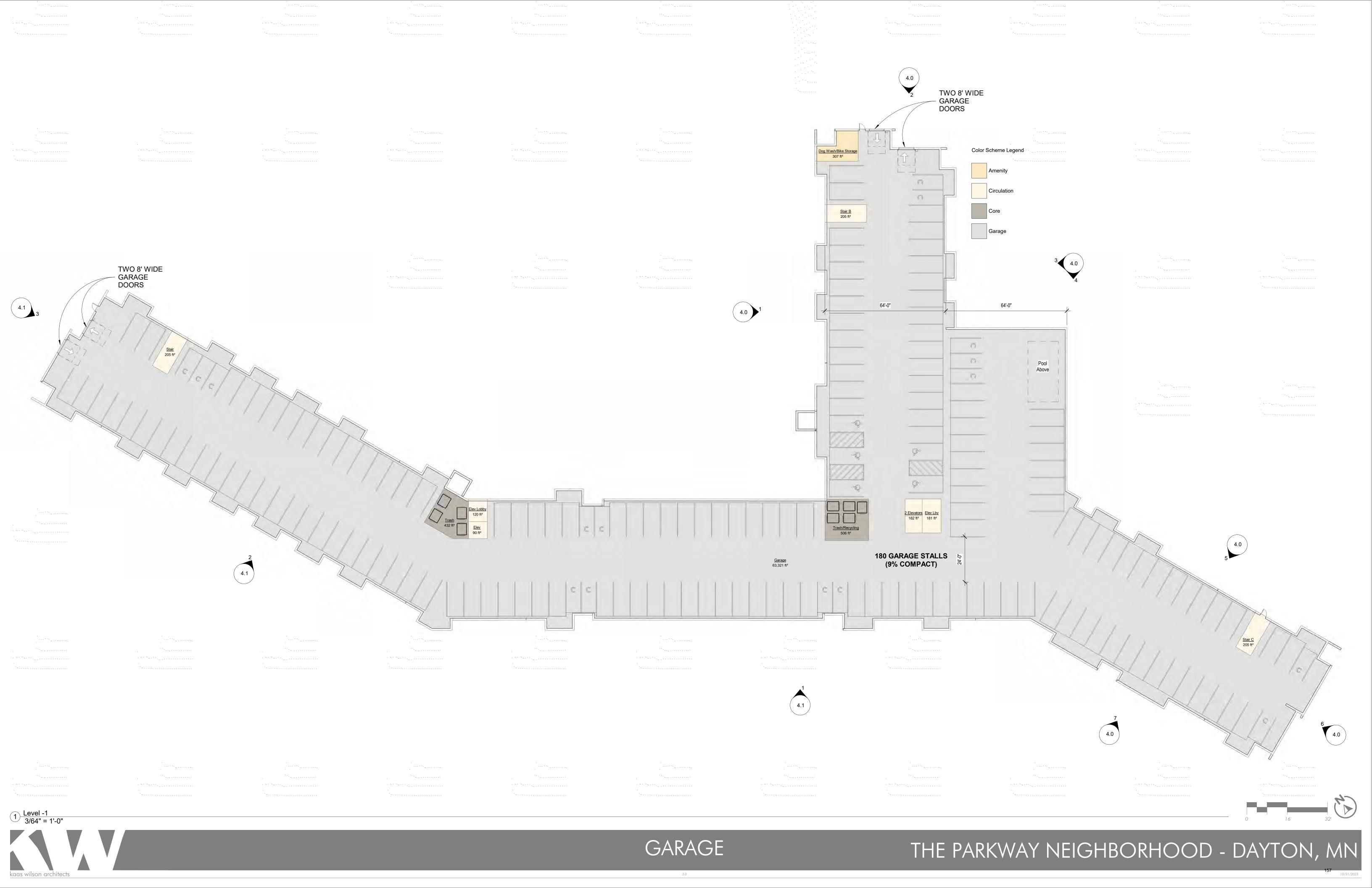
OVERALL SITE

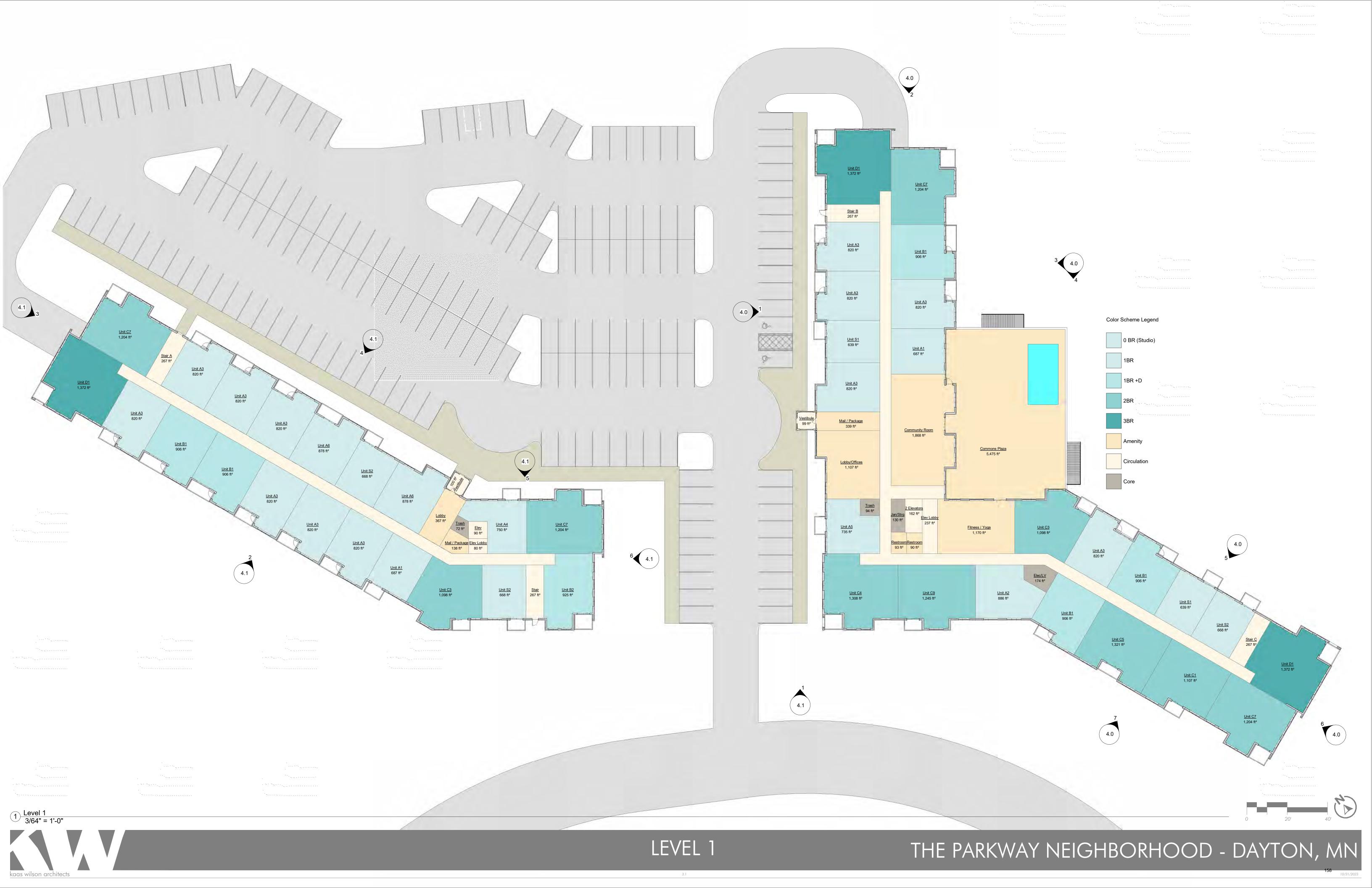


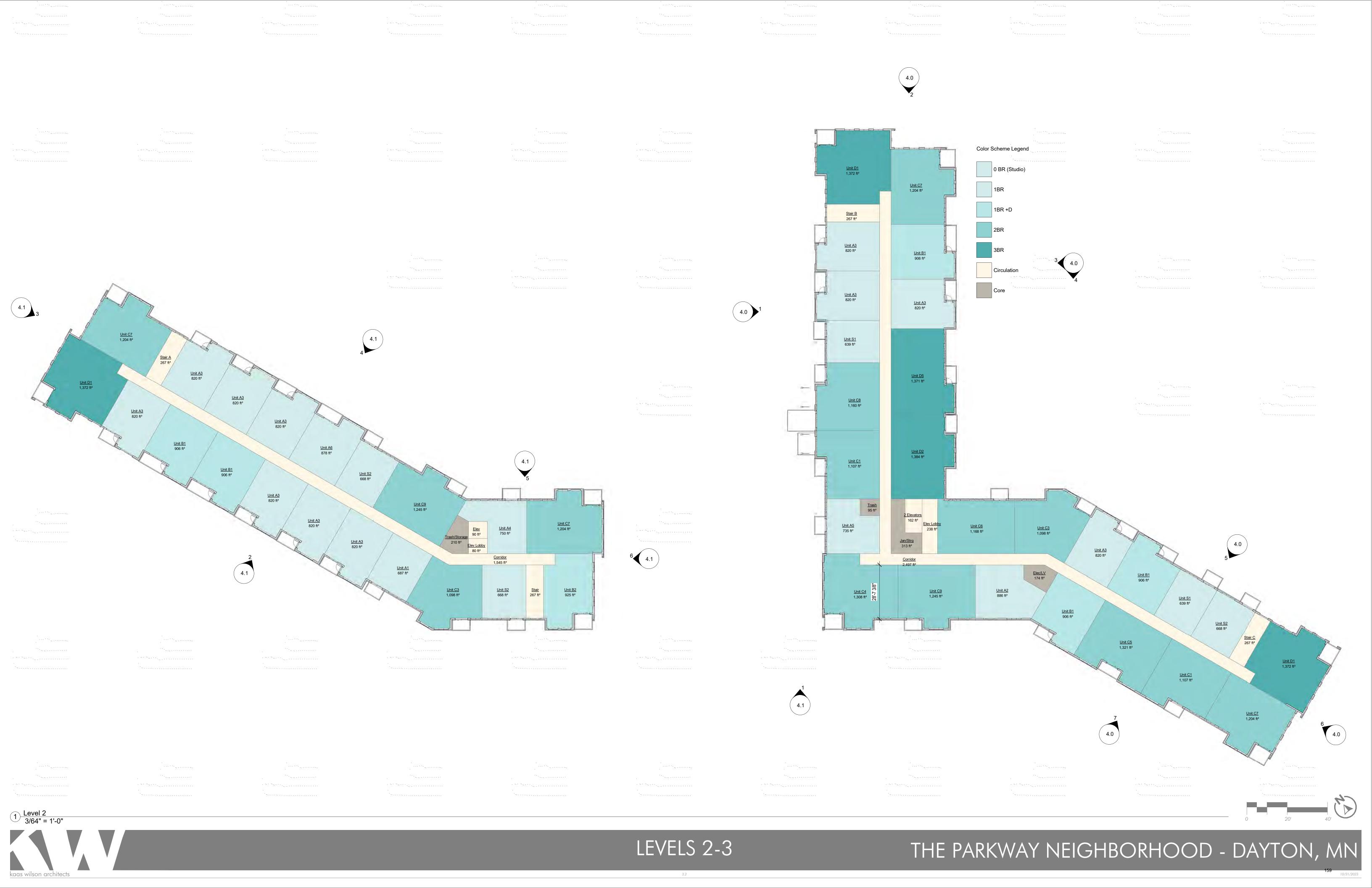


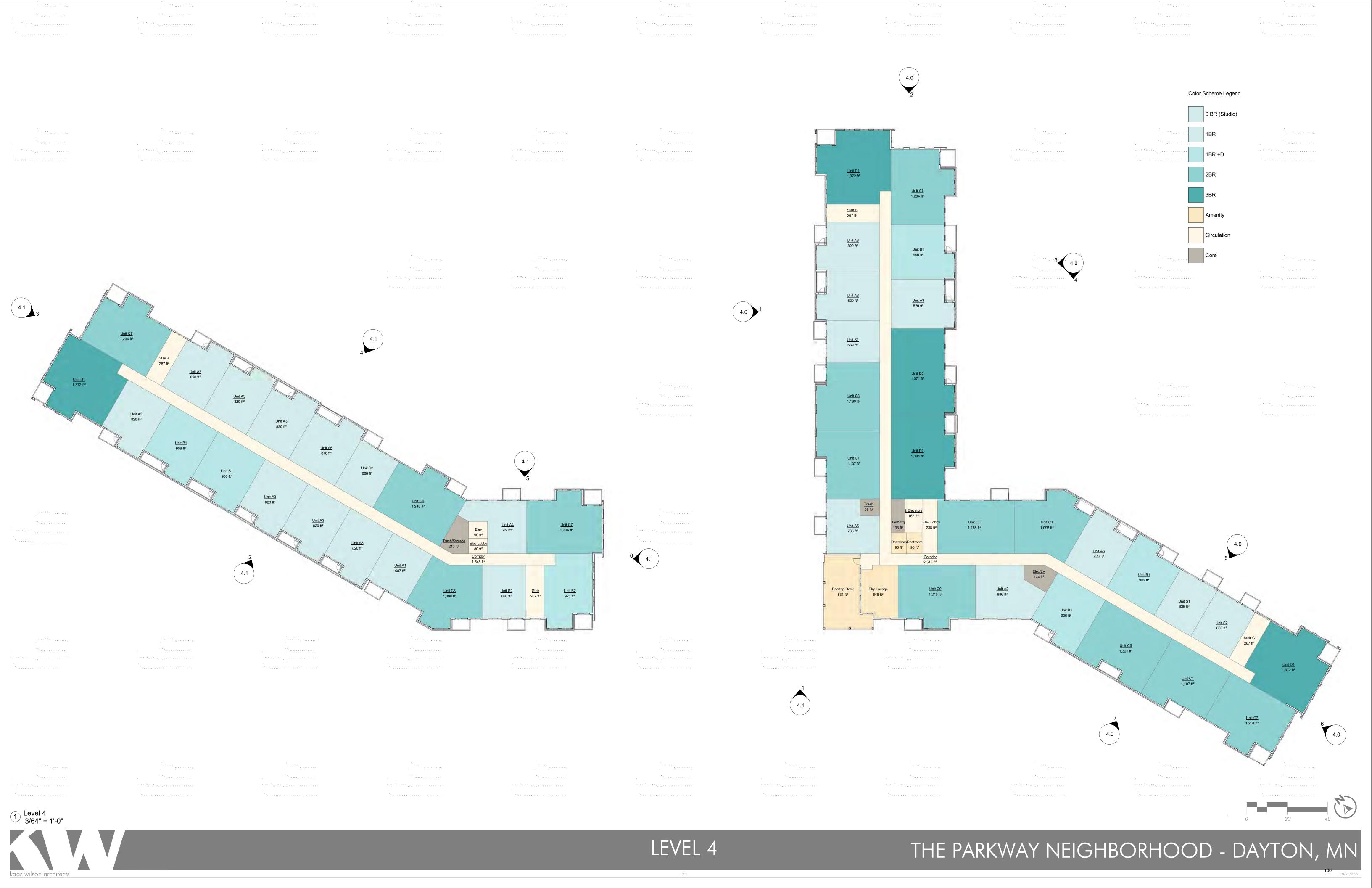




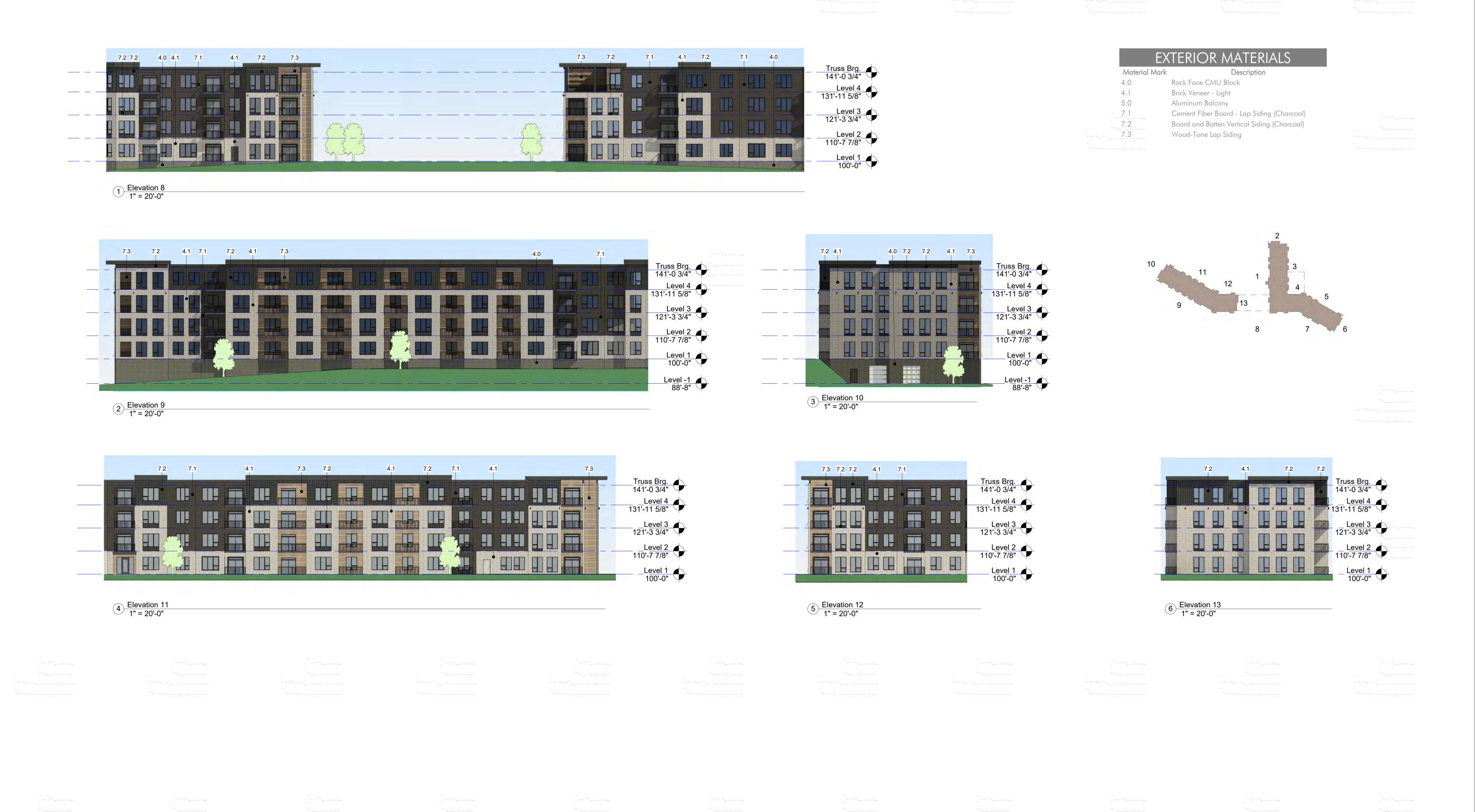
















1. VEW FROM NE (AT HIGHWAY)



2. NIGHTTIME VIEW FROM EAST RENDERII



RENDERING KEY PLAN



3. VIEW FROM SW (NEIGHBORHOOD SIDE)

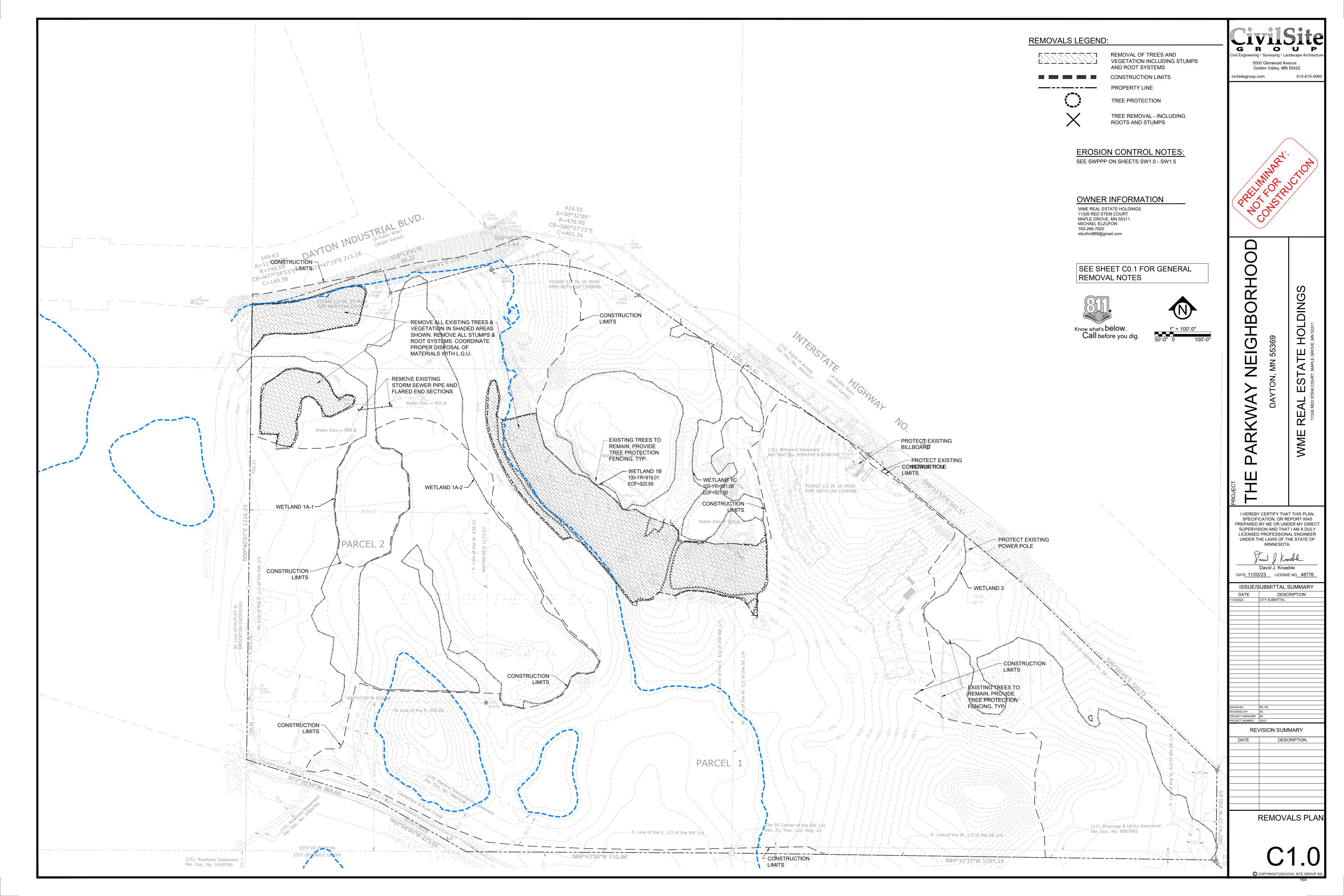


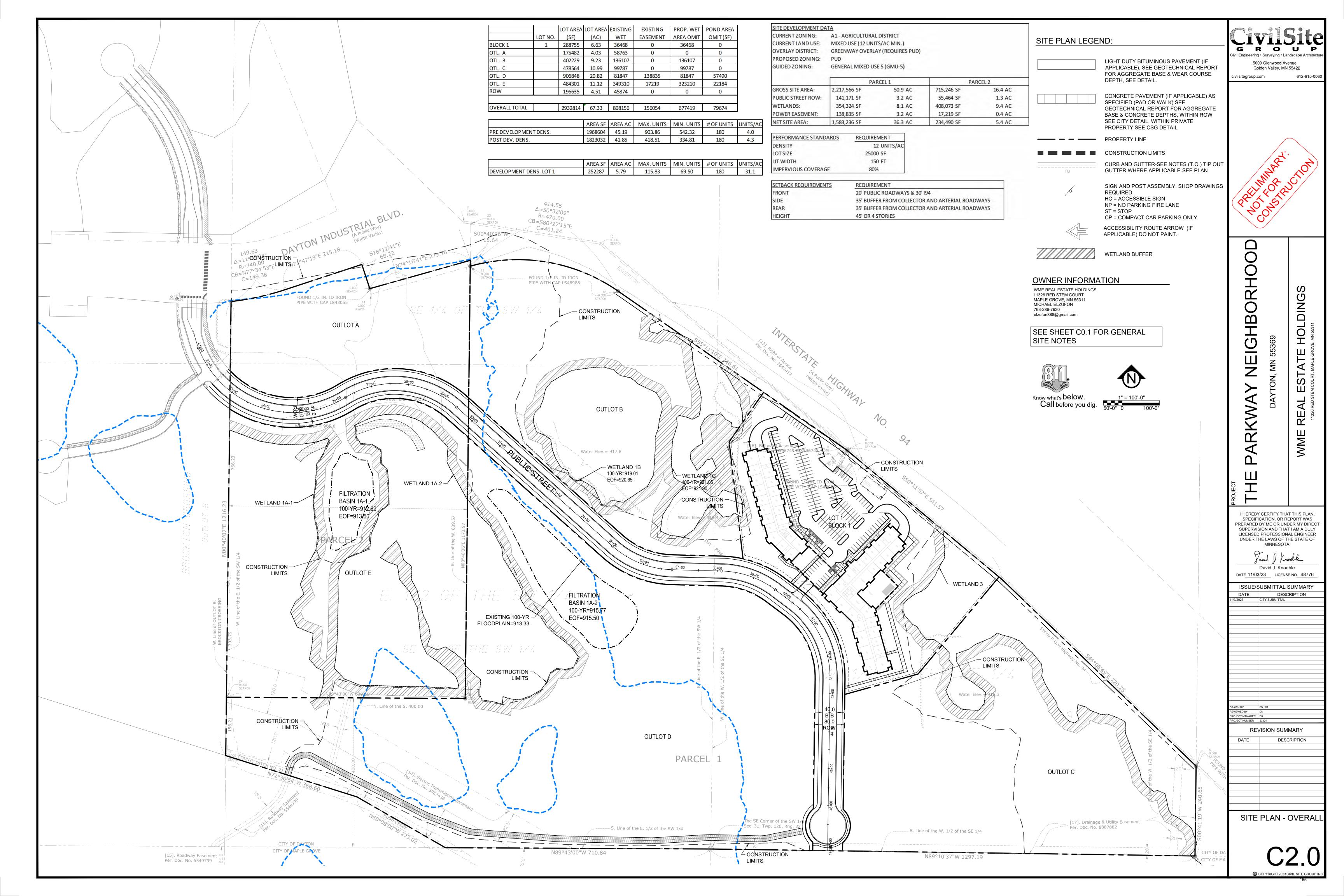
4. VIEW FROM NORTH (FRONT ENTRY)

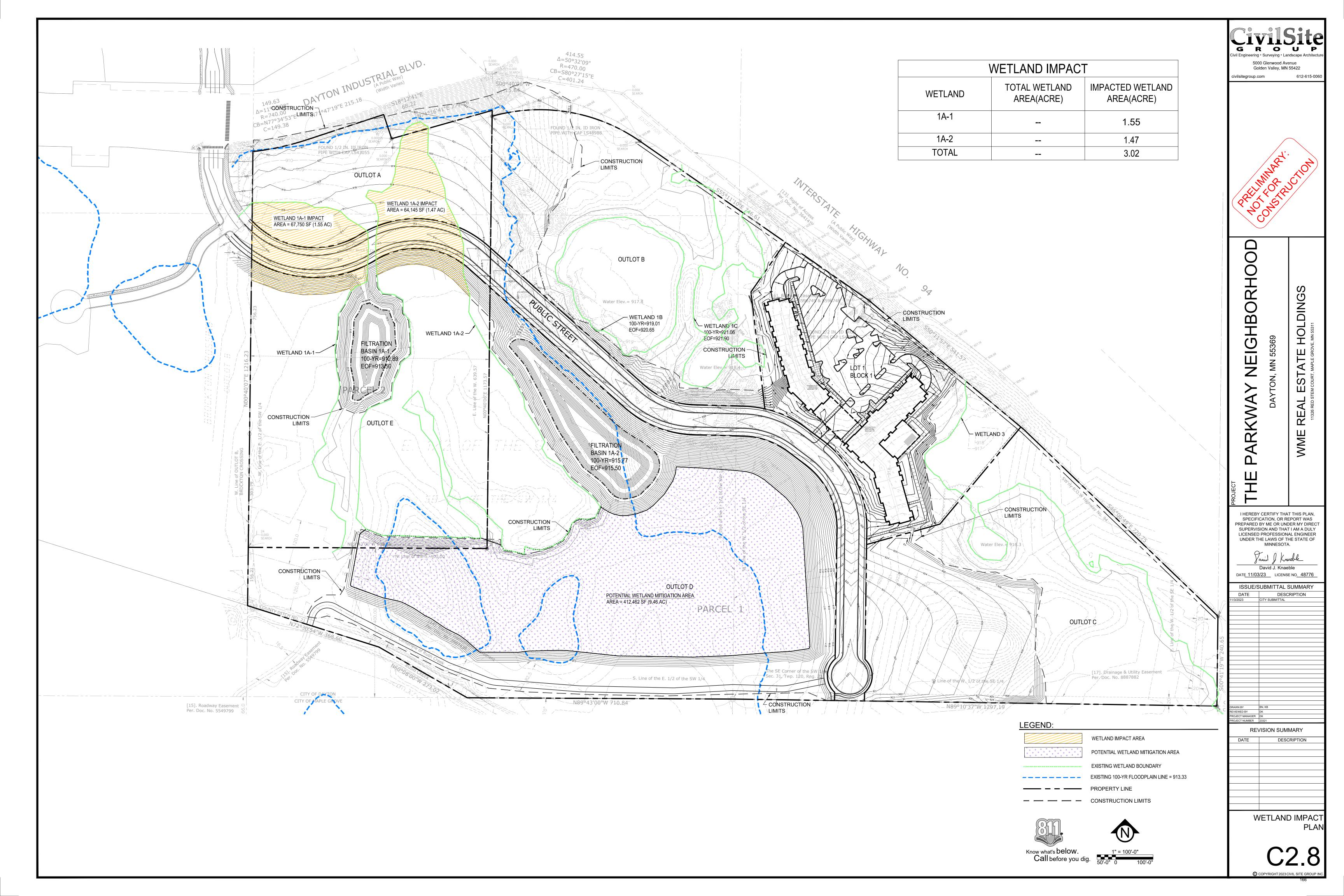


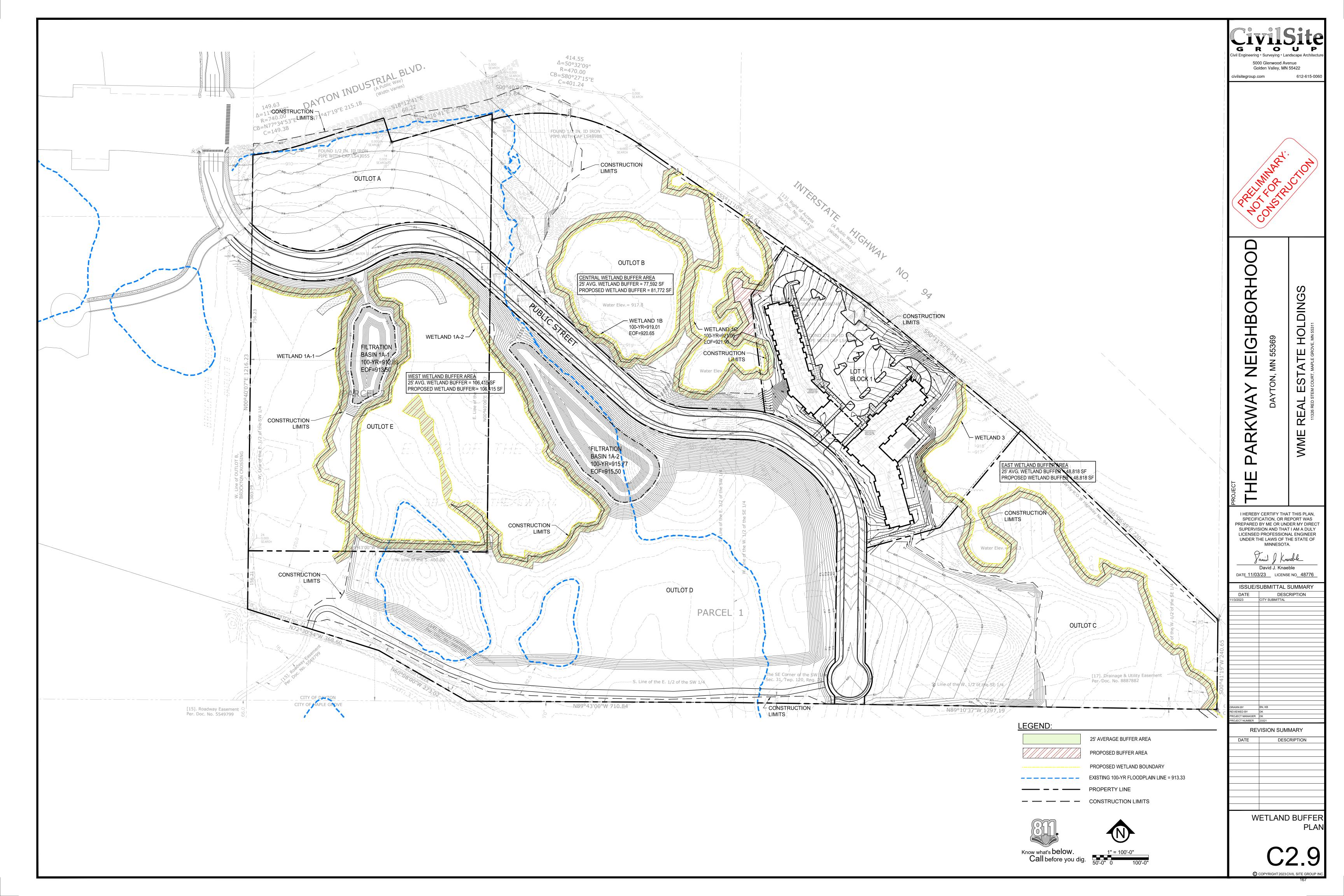
5. OVERALL VIEW FROM NW

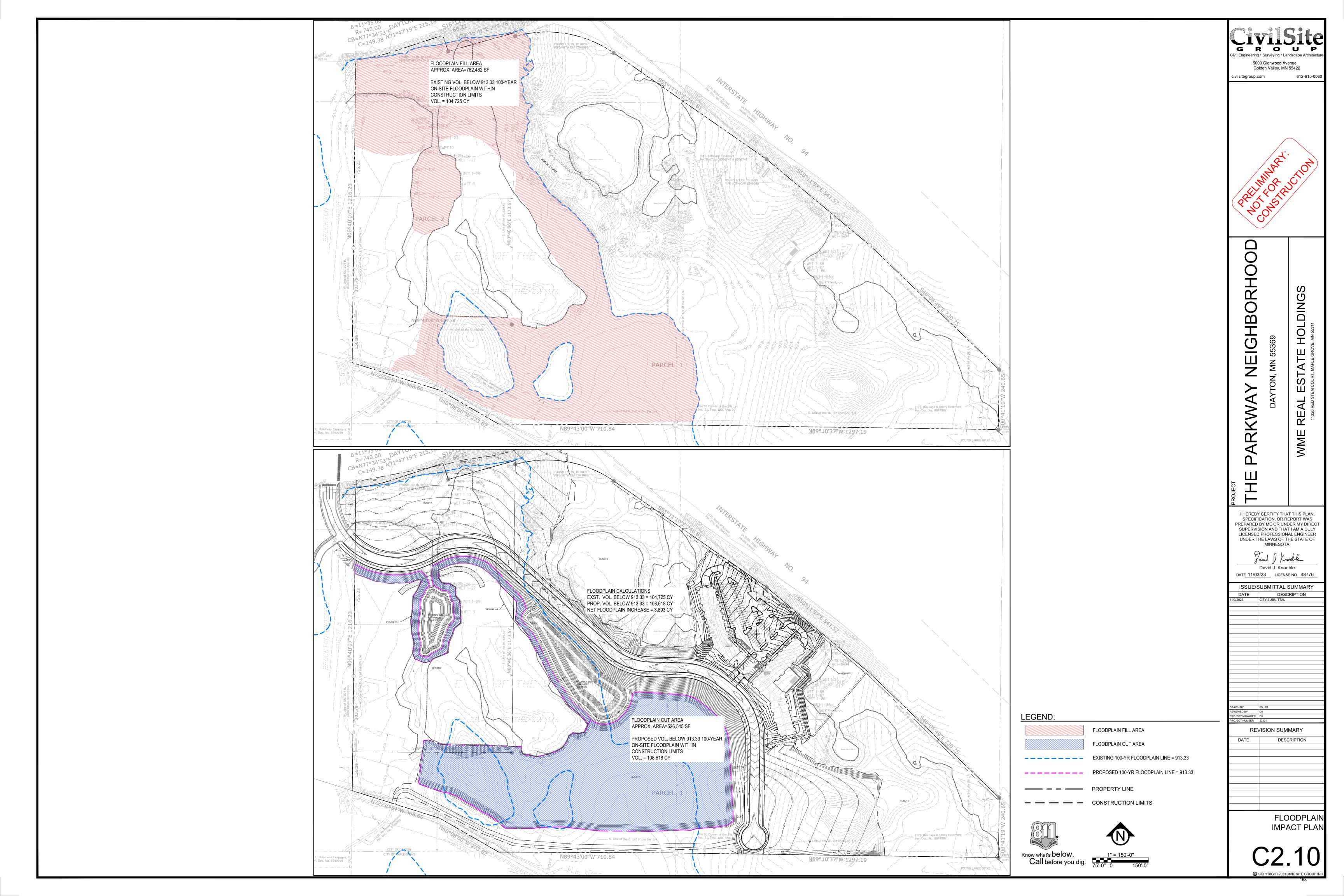


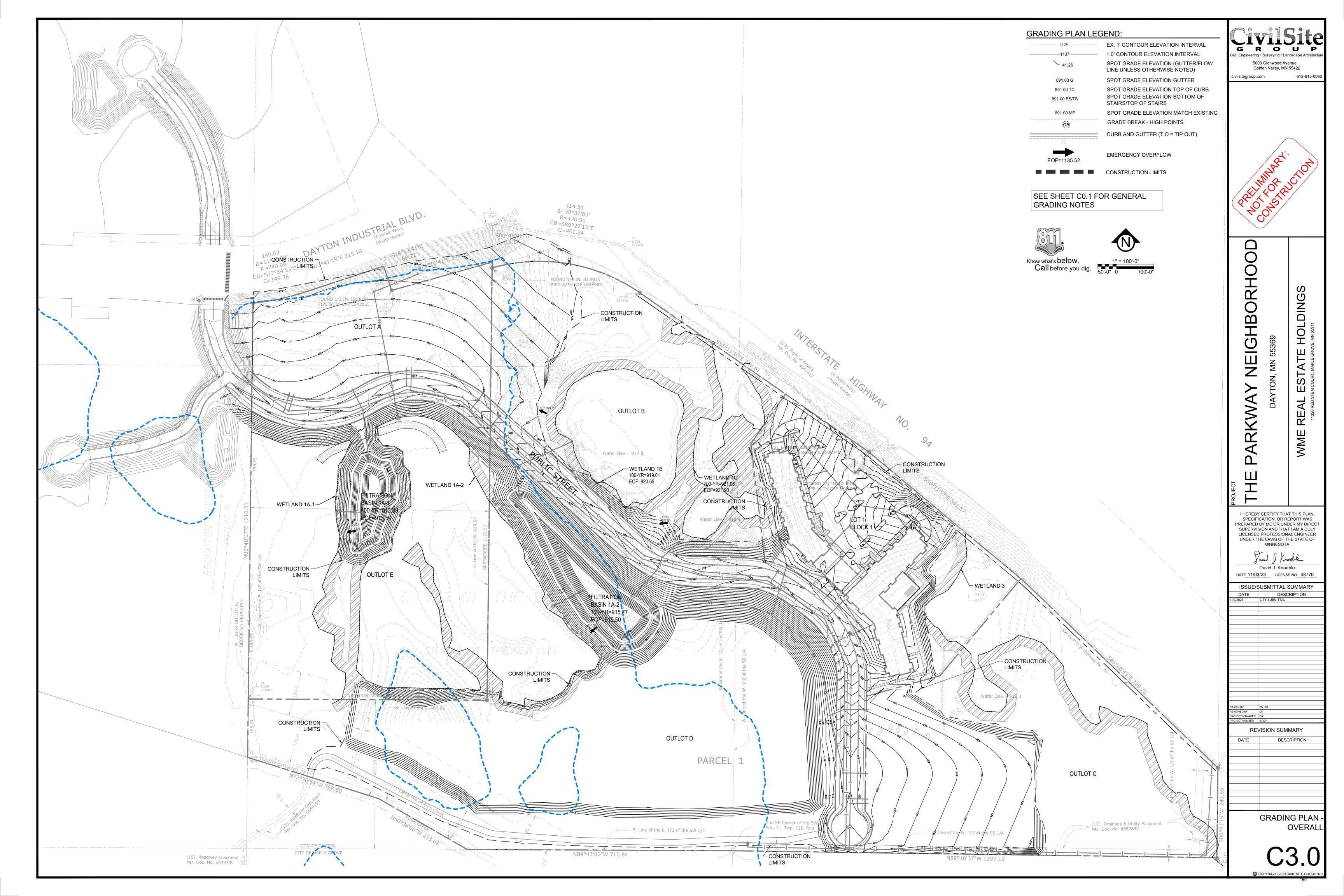


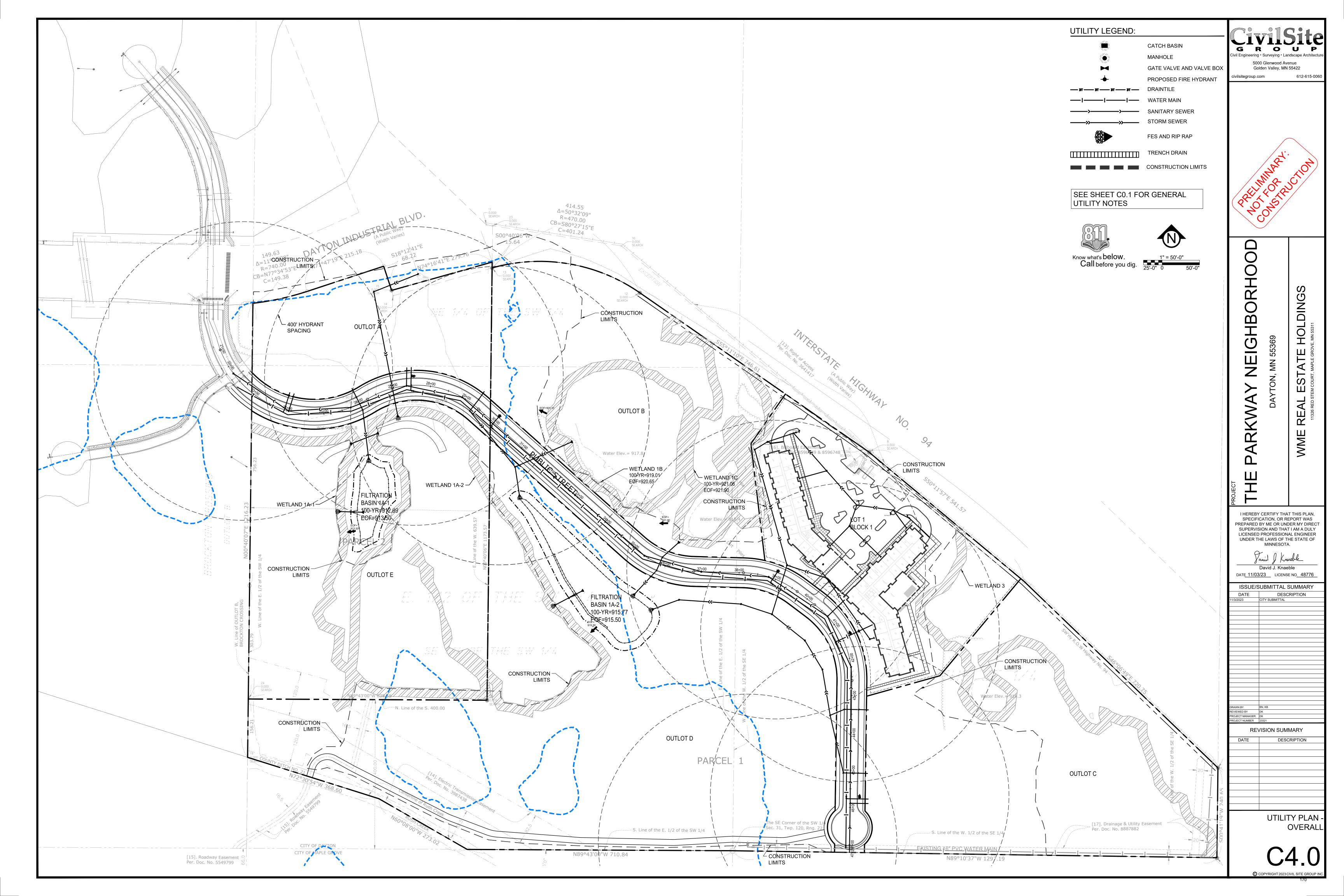


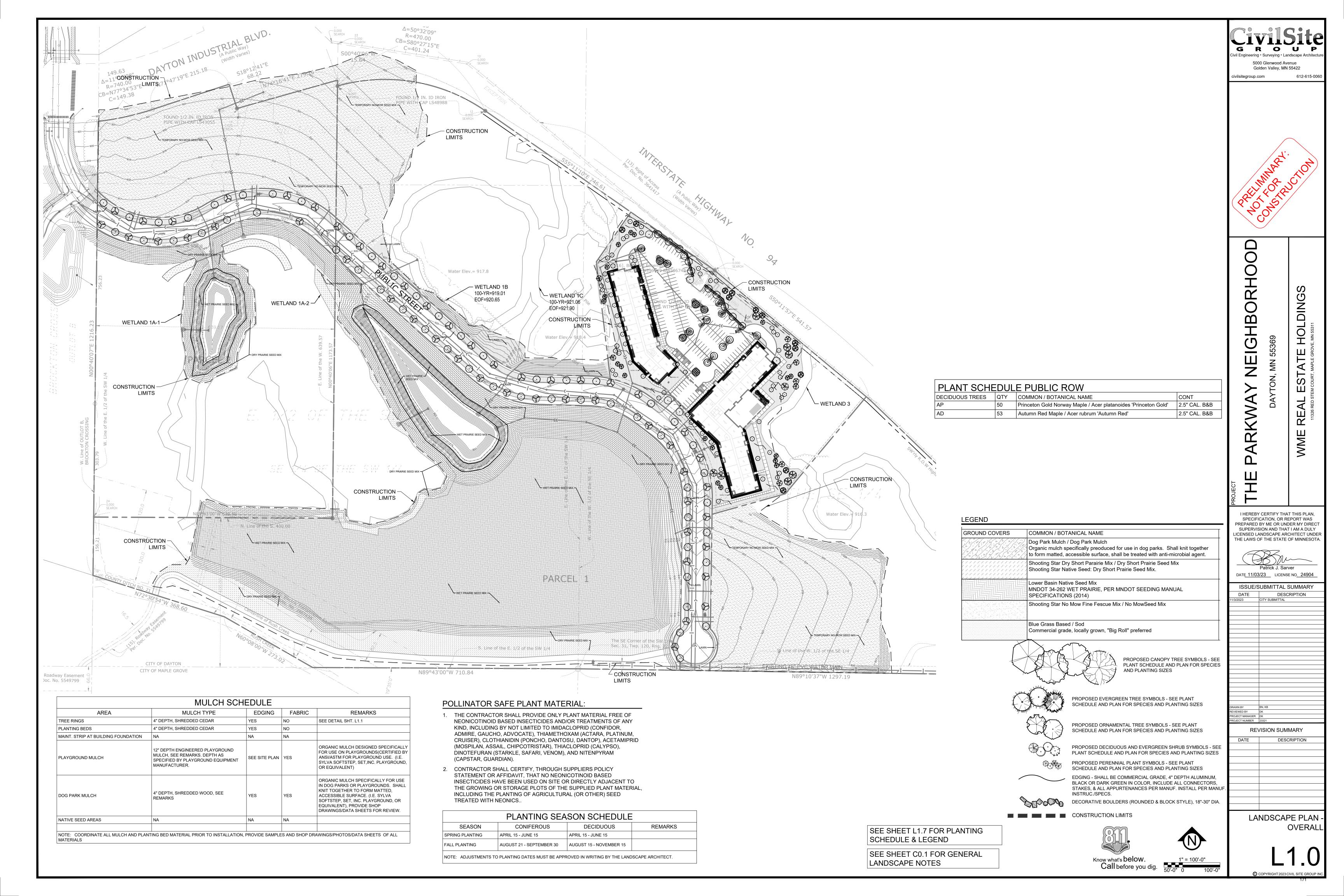












Meeting Date: 1-23-24



ITEM:

Dayton HMGP Generators

PREPARED BY:

Jason Quisberg, Engineering

POLICY DECISION / ACTION TO BE CONSIDERED:

Award Contract for the Dayton HMGP Generators Project

BACKGROUND:

The City of Dayton secured a grant through FEMA's Hazard Mitigation Grant Program (HMGP) in August 2020 to be used for the purchase and installation of three backup generators serving critical city infrastructure; naming City Hall/Fire Station #2, the Activity Center/Fire Station #1, and Well #2 as the three locations

Plans were approved and contractor bid solicitation was authorized late November. The project was broken down by a Base Bid, which includes the generators at City Hall/Fire Station #2 and the Activity Center/Fire Station #1, and an Alternate Bid, which include the generator at Well #2. This was done to allow flexibility for an award scenario, being that there has been a significant increase is this type of work since the original grant was sought.

Bids were opened on January 9th. See the attached letter regarding the bid results. Low bid was received from Laketown Electric for \$192,000 Base Bid, and \$124,000 for the Alternate. Three scenarios are available for a decision of Award:

- 1. Reject the bids
- 2. Award the Base Bid only (CH/FS#2 and AC/FS#1, not Well #2)
- 3. Award the Base Bid and Alternate (includes all three locations)

The grant amount is about \$205,771, which requires a 25% local match (\$67,904). The award scenarios, tabulated to show project costs and funding breakdowns are as follows:

Project Cost/Funding	Base Bid	Base Bid + Alt	Change		
Construction Bid	\$192,000 \$316,000		+\$124,000		
Indirect (Est.)	\$46,960 \$56,880		+9,920		
Total Project Cost	\$238,960	\$372,880	+\$133,920		
Grant	\$179,220 ⁽¹⁾	\$205,771 ⁽²⁾	+\$26,551		
City	\$59,740 ⁽¹⁾	\$167,109	+\$107,369		

Awarding the Alternate puts the project cost over the maximum grant (+ match) amount. In other words, to include the generator at Well #2, the city would need to fund approximately 80% of that work, as opposed to the 25% with the those in the Base Bid.

City staff is recommending the Base Bid only be awarded. This leaves about \$26,551 in "unused" grant money, but reduces the city's cost responsibility by over \$100,000. A generator at Well #2 could always be considered at a future date.

Project Schedule:

The completion date for this project is set for January 2025.

RECOMMENDATION:

Award the Dayton HMGP Generators project, Base Bid only, to Lakeside Electric, in the amount of \$192,000.

If Council wishes to award both the Base Bid and Alternate, the action would be:

Award the Dayton HMGP Generators project, Base Bid plus Alternate #1, to Lakeside Electric, in the amount of \$316,000.

ATTACHMENT(S):

Bid Results Letter



Stantec Consulting Services Inc.

733 Marquette Avenue, Suite 1000 Minneapolis MN 55402

January 12, 2024

Honorable Mayor and City Council City of Dayton City Hall 12260 S. Diamond Lake Rd. Dayton, MN 55327

Re: Dayton HMGP Generators

Stantec Project No. 227705902

Bid Results

Dear Honorable Mayor and City Council:

Bids were opened for the Dayton HMGP Generators project on January 9, 2024. 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 2 Bids. The following summarizes the results of the Bids received:

	<u>Contractor</u>	<u>Base Bid</u>	<u>Alternate 1</u>
Low	Laketown Electric Corp.	\$192,000.00	\$124,000.00
#2	Design Electric, Inc.	\$227941.00	\$122,754.00

The low Bidder on the Project was Laketown Electric Corp. with a Total Base Bid in the Amount of \$192,000.00 with Alternate No. 1 Bid of \$124,000.00. This compares to the Engineer's Opinion of Probable Cost of \$330,000.00. 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 **Laketown Electric Corp.** should be awarded the Project on the Total Base Bid in the Amount of **\$192,000.00**. If City Council wished to award the Project Base Bid Plus Alternate No. 1 to the low bidder, then Laketown Electric Corporation should be awarded on the Total Base Bid Plus Alternate No. 1 in the Amount of \$316,000.00.

Should you have any questions, please feel free to contact me.

Sincerely,

STANTEC CONSULTING SERVICES INC.

huck W. Ocholin

Chuck Oehrlein

Enclosure



PRESENTER: Marty Farrell

ITEM: Well Head treatment Change Order #1 from Magney Construction

PREPARED BY: Marty Farrell

POLICY DECISION/ACTION TO BE CONSIDERED: Change Order #1 to install 4 additional isolation valves at the Well Head water treatment plant for a total cost of \$33,873.28

BACKGROUND: The Change Order describes adding additional valves both inside and outside of the treatment plant to isolate chemical feed and finished water flow to the treatment plant and from the treatment plant into the distribution system.

These improvements will be needed to take the treatment plant off line for future expected major maintenance and refurbishment. In order to isolate the filters completely without the valves Staff would have to shut down pumps, excavate in the yard and install blind flanges before restarting pumps. While that is feasible, it isn't easy.

BUDGET IMPACT:

The total Magney Contract budget	\$7,256,700.00
Total remaining Magney Contract budget (excluding CO#1)	\$6,589,973.82
Total remaining project budget including contingency	\$7,475,434.64
Total remaining project budget after CO#1 including contingency	\$7,441,561.37

Project funded from \$4,000,000 Federal Grant, \$1,750,000 and Water Enterprise Fund 601.

RECOMMENDATION: Accept approve change order #1 from Magney Construction for \$33,873.28.

ATTACHMENT(S): Change Order #1

WORK CHANGE DIRECTIVE

	No. <u>01</u>
DATE OF ISSUANCE <u>01/12/2023</u>	EFFECTIVE DATE
Owner: City of Dayton, MN Contractor: Magney Construction, Inc. Contract: Dayton Filtration Plant Wells 4 & 5 Project: City of Dayton Filtration Plant Wells 4 & 5 Engineer's Project No.: 414098 Contractor is directed to proceed promptly with the Description: Furnish and install 10-inch and 14-inch Mechanical butterfly valves to allow for isolation of the filtration The valves shall be as shown in attached cutsheets Do not include the chainwheel adder for the butterfly Attachments:	following change(s): I Joint Gate Valves, and 14-inch and 16-inch plant and equipment as discussed in RFI 02. s. Ily valves.
Change Order Request (COR) No. 1 – Additional V RFI 02 – Effluent Line Isolation & Pipe Encasemen	
Purpose for Work Change Directive: Directive to proceed promptly with the Work describe Contract Price and Contract Times, is issued due to □ Non-Agreement on pricing of proposed ☑ Necessity to proceed for schedule or other proceeds □ Non-Agreement on pricing of proposed □ Necessity to proceed for schedule or other proceeds □ Necessity to proceed for schedule or other proceeds □ Necessity to proceed for schedule or other proceeds □ Necessity to proceed for schedule or other proceeds □ Necessity to proceed for schedule or other proceeds □ Necessity to proceed for schedule or other proceeds □ Necessity to proceed for schedule or other proceeds □ Necessity to proceed for schedule or other proceeds □ Necessity to proceed for schedule or other proceeds □ Necessity to proceeds □ Necessity to proceeds □ Necessity to proceed for schedule or other proceeds □ Necessity to proceeds □ Necessity □ Necess	o: change.
Estimated Change in Contract Price and Contract Estimated increase (decrease) in Contract Price: \$33,873.28.	Estimated increase (decrease) in Contract Times: Substantial Completion: 0 days;
If the change involves an increase, the estimated amount is not to be exceeded without further authorization.	Ready for final payment: <u>0</u> days.
Basis of estimated change in Contract Price: ☐ Unit Price ☑ Lump Sum ☐ Cost of the Work ☐ Other	
	AUTHORIZED BY:
	Owner (Authorized Signature)
	Title:
	Date:

WAGNEY CONSTRUCTION CDMMCRGAL G INDUSTRIAL CONTRACTORS 1401 Park Road - Chanhassen, MN 55317 952.474.1674 Office 952.474.1679 Fax

Proposal

SEND TO	FROM		
Company Name	Magney Representative		
Black & Veatch	Dan Fuhrman		
Attention	Date		
Benjamin Clapp, PE	12/5/2023		
Fax Phone:	Proposal #		
(952) 896-0702	COR No. 01 - Additional Valves		
Urgent Please Commen	t Please Review	For your In	formation
	x	7.11	
		4	-
Total pages, including cover: 3			
COMMENTS			
Dear Mr. Clapp, PE			
	st for the necessary labor, material, and equipment to furnish and install	1 10" and 14"	MJ gate valves,
일본 특별 중. 하는 기업에 가장을 하는 것들이 하는 하는 것이 하는 것이 하는 것이 되었다.	ts for complete installation and function. The cost for this change has be		
The State Better A country of the state of t			
LABOR: Offload, install FL valves, install and tighten glands or	n GVs	\$	1,150.00
			3.
MATERIAL: 10" MJ gate valve w/acc., 14" MJ gate valve w/ac	cc., 14" BFV w/gear & handwheel, 16" BFV w/gear & handwheel,	\$	27,869.73
hardware/fasteners, freight, tax			
EQUIPMENT:		\$	3
2021-1-20-1-20-2		3.0	
SUBCONTRACTOR:		\$	-
Subtotal:		\$	29,019.73
Contractor's Overhead:		\$	4,352.96
Bond & Insurance Premium:		\$	500.59
TOTAL		S	33,873.28
***ADDER: CHAINWHEEL & CHAIN OPTION	IS \$1,895.18 (includes OH, Premium, Tax)		
Additional Working Days Required for this Change			0
We are requesting written approval prior to proceeding with	h this change.		
	d or holiday work). No testing, winter conditions, painting, electrical, or		
	rently with the other work in the contract documents, and current seque supervision cost will need to be added. Pricing expires after (30) days.	nce of work,	then additional
	supervision cost win need to be added. Frienig expires after (50) days.		
Please review and contact me if you have any questions.			
Thank You,			
7 0 -			
Daniel Luhman			
Daniel Fuhrman	Accepted By: Date:		
Project Manager	necepted by: Date.		
1 10 jeet manager			

Dan Fuhrman

From: Dustin Bremness <DB@plantandflanged.com>
Sent: Tuesday, December 05, 2023 9:12 AM

To: Dan Fuhrman

Subject: FW: Dayton - RFI No. 02 - Effluent Line Isolation & Pipe Encasement

Attachments: RFI No. 02 - Effluent Line Isolation & Pipe Encasement.pdf; DAN DAYTON RFI #2.xlsx

Thank you,

Dustin Bremness



PLANT AND FLANGED EQUIPMENT, LLC

Phone: (763) 762-4960 Cell: (651) 338-5759 Fax: (763) 792-3876

Email: db@plantandflanged.com

Dayton, MN - Filtration Plant Plant & Flanged FIELD ORDER #2

PO #604

X	IMPORT
	AIS
X	TAXABLE
	TAX EXEMPT

SORT	QTY	DESCRIPTION		UNIT		TOTAL
	_	44II LIO Duttati Valua WiO can 0 LIM	•	0.050.00	_	0.050.00
Е	1	14" LUG Butterfly Valve W/Gear & HW	\$	3,350.00	3	3,350.00
E	1	16" LUG Butterfly Valve W/Gear & HW	\$	4,515.00	\$	4,515.00
Е	2	CHAINWHEEL AND CHAIN ADDER	\$	755.00	\$	1,510.00
Е	1	14" MJ MUELLER A2362 R/W GATE VALVE W/NRS, OL & 2" NUT	\$	10,785.00	\$	10,785.00
Е	1	10" MJ MUELLER A2362 R/W GATE VALVE W/NRS, OL & 2" NUT	\$	2,805.00	\$	2,805.00
Е	2	11'-0" C.S. SQUARE STEM EXTENSION	\$	205.00	\$	410.00
Е	2	11' VALVE BOX W#6 BASE & WATER LID	\$	390.00	\$	780.00
Е	1	14" GV BOX ADAPTOR	\$	129.00	\$	129.00
Е	1	10" GV BOX ADAPTOR	\$	129.00	\$	129.00
Е	2	14" MEGA-LUG ACC PKG W/CB	\$	270.15	\$	540.30
E	2	10" MEGA-LUG ACC PKG W/CB	\$	188.50	\$	377.00
Е	24	1" X 2 1/2" ZP HBLT	\$	3.30	\$	79.20
Е	32	1" X 3" ZP HBLT	\$	3.90	\$	124.80
Е	1	LUMP SUM FOR FREIGHT (3 SHIPMENTS)	\$	1,895.00	\$	1,895.00

RFI #2 TOTAL QUOTE

\$ 27,429.30

10.34

MUELLER

2"- 12" A-2362 RESILIENT WEDGE GATE VALVES - M.J. x M.J.

Rev. 7-19

- Catalog number-
 - A-2362-20 Mechanical joint ends (with accessories unassembled)
 - A-2362-23 Mechanical joint ends (less accessories)
 - A-2362-25 Mechanical joint ends (with transition gaskets accessories unassembled)
- ☐ Sizes 2", 3", 4", 6", 8", 10", 12"
- Meets or exceeds all applicable requirements of ANSI/AWWA C509, UL 262 Listed, FM 1120/1130 Approved, and certified to ANSI/NSF 61 & 372
- Standard mechanical joint ends comply with ANSI/AWWA C111
- Iron body with nominal 10 mils Mueller Pro-Gard® Fusion Bonded Epoxy Coated Interior and exterior surfaces
- ☐ Epoxy coating meets or exceeds all applicable requirements of ANSI/AWWA C550 Standard
- Iron wedge, symmetrical and fully encapsulated with molded rubber; no exposed iron
- Non-rising stem (NRS)
- ☐ Triple O-ring seal (2 above the thrust collar and 1 below)
- 2" square wrench nut open left or open right
- 350 psig (2400 kPa/24 barg) maximum working pressure; 700 psig (4800 kPa/48 barg) static test
- □ UL Listed, FM Approved: 350 psig (2400 kPa/24 barg)
- Designed for potable water applications



A-2362-20 shown

Options

See page 10.54 for more information on Resilient Wedge Gate Valve options

Position indicators

- ☐ Stainless steel stem: Type 304, Type 316
- EPDM Disc and o-ring

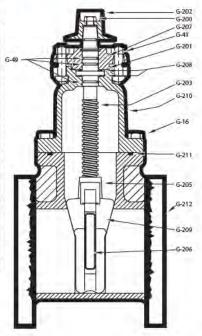
- □ Low zinc, silicon bronze ASTM B98-C66100/H02 stem
- □ Handwheel

Resilient wedge gate valve parts

Catalog Part Number	Description	Material	Material Standard
G-16	Bonnet Bolts & Nuts	316 Stainless Steel	ASTM F593 (bolt) ASTM F594 (nut)
G-41	Stuffing Box Bolts & Nuts	316 Stainless Steel	ASTM F593 (bolt) ASTM F594 (nut)
G-49	Stem O-rings (3)	Nitrile	ASTM D2000
G-200	Wrench Nut Cap Screw	316 Stainless Steel	ASTM F593
G-201	Stuffing Box O-ring	Nitrile	ASTM D2000
G-202	Wrench Nut	Ductile Iron	ASTM A536 ▼
G-203	Stem	Bronze	ASTM B138
G-204	Hand Wheel (not shown)	Cast Iron +	ASTM A126 CL B
G-205	Stem Nut	Bronze	ASTM B584
G-206	Guide Cap Bearings	Acetal	40.
G-207	Stuffing Box with dirt seal**	Ductile Iron Nitrile	ASTM A536 ▼ ASTM D200
G-208	Anti-friction Washers (2)	Acetal	-
G-209	Wedge, Rubber Encapsulation	Ductile Iron* SBR	ASTM A536 ▼ ASTM D2000
G-210**	Bonnet	Ductile Iron	ASTM A536 ▼
G-211**	Bonnet O-ring ++	Nitrile	ASTM D2000
G-212**	Body	Ductile Iron	ASTM A538 ▼

^{*}Fully encapsulated in molded rubber with no iron exposed; ▼ Material strength ASTM A536 65-45 minimum

- + Manufacturer's option to change material to ductile iron ASTM A536
- ++ 2"-3" valves use a bonnet gasket
 "Dirt seal on 2 1/2-12" valves





CAUTION ASBESTOS AND OTHER MATERIALS MAY CAUSE CANCER CAUSES DAMAGE TO LUNGS DO NOT BREATHE DUST AVOID CREATING DUST, Seek Expert Advice For Breathing Protection And Protective Equipment. Call OSHA 1-800-321-6742 for more information.

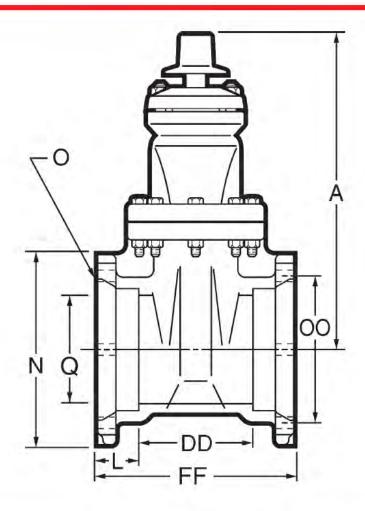


2"- 12" A-2362 RESILIENT WEDGE GATE VALVES - M.J. x M.J.

MUELLER

10.35

Rev. 1-22



Dimensions							QUAN 1	-					
Dimension				Nomin	al Size	1	ECONO. L.						
Differsion	2"	2-1/2"	3"	4"	6"	8"	10"	12"					
A	9.88		12.38	14.9	18.00	21.50	25.50	28.62					
FF	8,50		9.62	10.00	11.60	12.68	14.88	15					
L	2.50		2.50	2.50	2.50	2.50	2.50	2.50					
N	4.62		7.50	9.12	11.12	13,37	15.62	17.88					
O (number and size of holes)	488		488	488	688	688	8-88	888					
DD	3,50		4.62	5.00	6.60	7.68	9.88	10					
a	2.30		3.30	4.30	6.30	8.30	10.30	12.30					
OO (bolt circle diameter)	4.75		6.19	7.50	9.50	11.75	14.00	18.25					
Turns to open	8		11	14	20.5	26.5	33.0	38.5					
Weight*	40		83	120	186	280	405	540					
Closing Torque (FT-LBS), Non-Geared	20	28	52	75	110	150	185	225					
Clasing Tarque (FT-LBS), Bevel	N/A	N/A	31	44	65	88	109	132					
Closing Torque (FT-LBS), Spur	N/A	N/A	N/A	41	60	82	101	123					

*All dimensions are in inches. All weights include accessories are in pounds and are approximate.



Non-Domestic



Domestic

6860 SERIES

CAST IRON THREE-PIECE VALVE BOXES

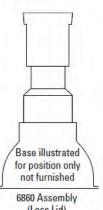
for 3" through 20" valves, 5 1/4 shaft, screw type (Base required, order separately)

Tyler Union Valve boxes are available either assembled or as individual tops and bottoms.

NOTE: Domestic valve boxes available in Heavy Duty only. Non-Domestic available in Standard or Heavy Duty

6860 ASSEMBLED BOXES (LESS LID)										
Box (Components)	Extension Height	**(D-HD) UPC 670610	**(ND-HD) UPC 670610	Weight	**(ND-Std.) UPC 670610	Weight				
AA (10T + 12B)	27-37	145912		42	136668	29				
A (16T + 18B)	33-42	145929	- 1	65	136651	38				
B (16T + 24B)	39-49	145936	-	69	136675	51				
C (16T + 30B)	45-54	145943	-	73	136682	55				
CC (16T + 36B)	51-60	145950		75	136699	59				
D (26T + 30B)	45-66	145967	502357	88	136811	71				
DD (26T + 36B)	51-72	145974	502364	90	136828	75				
E (16T+24B+60 Ext)	63-72	145981	-	105	136835	80				
F (26T+24B+60 Ext)	63-84	145998		120	136842	96				
G (26T+36B+60 Ext)	74-94	146001	502371	126	136859	104				

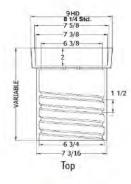
^{**} D = Domestic ND = Import HD = Heavy Duty Weight Std. = Standard Weight



(Less Lid)

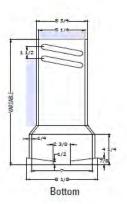
		6860	INDIVIDUA	AL TOPS (LESS	LID)		
Box	TOP Length	↔(D-HD) UPC 670610	Weight	**(ND-HD) UPC 670610	Weight	**(ND-Std.) UPC 670610	Weight
AA	(10T)	144939	23	502142	23	112402	15
Α	(10T)	144939	23	502142	23	112402	15
В	(16T)	144946	36	502159	36	112419	22
C	(16T)	144946	36	502159	36	112419	22
CC	(16T)	144946	36	502159	36	112419	22
D	(26T)	144953	51	502166	52	112426	38
DD	(26T)	144953	51	502166	52	112426	38
E	(16T)	144946	36	502159	36	112419	22
F	(26T)	144953	51	502166	52	112426	38
G	(26T)	144953	51	502166	52	112426	38

^{**} D = Domestic ND = Import HD = Heavy Duty Weight Std. = Standard Weight



		61	860 INDIVIE	UAL BOTTOM	S		
Box	Bottom Length	**(D-HD) UPC 670610	Weight	**(ND-HD) UPC 670610	Weight	**(ND-Std.) UPC 670610	Weight
AA	(12B)	145134	19	-		250524	14
Α	(18B)	145141	29	505594	29	250517	25
В	(24B)	145158	33	502388	33	136958	29
C	(30B)	145165	37	502395	37	136613	33
CC	(36B)	145172	39	502401	39	136620	35
D	(30B)	145165	37	502395	37	136613	33
DD	(36B)	145172	39	502401	39	136620	35
E	(24B)	145158	33	502388	33	136958	29
F	(24B)	145158	33	502388	33	136958	29
G	(36B)	145172	39	502401	39	136620	35
-	(48B)	-			-	452713	65
-	(60B)	-	-	-	-	452720	91

See page 50 for extensions.





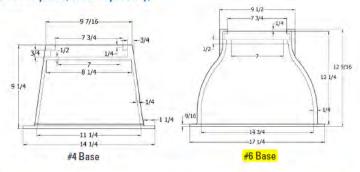
^{**} D=Domestic ND=Import HD=Heavy Duty Weight Std.=Standard Weight

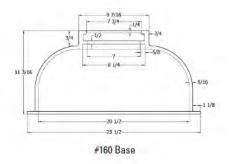
BASES AND EXTENSION

CAST IRON THREE-PIECE VALVE BOXES

for 3" through 20" valves, 5 1/4 shaft, screw type

(Base required, order separately)



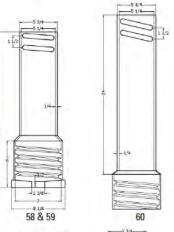


6860 BASES									
Item Description	**(D-HD) UPC 670610	Weight	**(ND)UPC 670610	Weight	**(ND-Std) UPC 670610	Weight			
#4,11 1/4' Wide	145653	42		34	381532	22			
#6,14 3/4" Wide	145660	38	502432	45	381525	36			
#160, 20 1/2" Wide	145684	71	502425	68	256861	55			

** D = Domestic ND = Import HD = Heavy Duty Weight Std. = Standard Weight

6850/60 EXTENSIONS									
Item/Description	Height Increase	**(D-HD) UPC 670610	Weight	**(ND-HD) UPC 670610	Weight	**(ND-Std.) UPC 670610	Weight		
#58 Screw-Type	14	145141	32	505594	29	250517	23		
#59 Screw-Type	18	145158	30	_		136958	29		
#60 Screw-Type	24	145059	39	502210	36	112389	29		

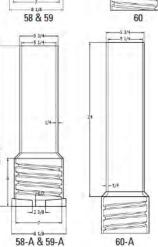
** D = Domestic ND = Import HD = Heavy Duty Weight Std. = Standard Weight



6855 EXTENSIONS									
Item/Description	Height Increase	**(D-HD) UPC 670610	Weight	**(ND-Std.) UPC 670610	Weight				
#58-A Slip-Type	6-14	145233	29	136637	26				
#59-A Slip-Type	6-18	145240	30	136644	28				
#60-A Slip-Type	6-24	145066	36	112198	37				

*NOTE: When intsalling these extensions, a 6850 screw type bottom is required.

** D = Domestic ND = Import HD = Heavy Duty Weight Std. = Standard Weight





CAST IRON, SPECIAL

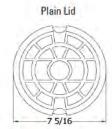
DROP AND LOCK LIDS

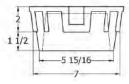








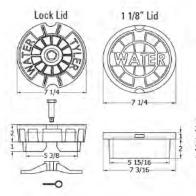




*5 1/4 DROP LID									
Hem Description	**(D-(ID) UPC 670610	Weight	**(MD)UPC 670610	Weight	Markin				
5 1/4 Drop Lid	145325	12	136910	9	WATER				
5 1/4 Drop Lid	145349	12	136903	9	SEWER				
5 1/4 Drop Lid	145332	12	136873	9	GAS				
5 1/4 Drop Lid	458975	12	1-1-1	-	REUSE				
5 1/4 Drop Lid	145356	12	136897	9	PLAIN				

^{**} D = Domestic ND = Import HD = Heavy Duty Weight Std. = Standard Weight

^{*}Lids marked WATER will be shipped unless otherwise specified.

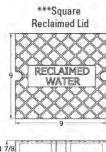


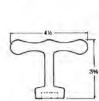


5 15/16 7 3/16









Wrench Fits Standard Waterworks Pentagon Head 27/32" Brass Screws

	WRENCH	
Description	UPC-070518	Weight
Wrench	144908	0.5

		SPECIAL	TY LIDS		SPECIALTY LIDS								
Ham Description	**(D.HD)	Weight	**(ND)UPC 6706TD	Weight	Markon								
5 1/4 Lock Lid	145462	11	136866	-11	WATER								
*1 1/8 Lid	145509	11	112532	9	WATER								
5 1/4 OMA Drop Lid	145370	12	136927	12	WATER								
5 1/4 MWW Drop Lid	145370	12	136880	12	WATER								
5 ¼ 25lb Drop Lid	145451	25	112632	- 4	WATER								
***Square Drop Lid	458982	14		_	RECLAIMED WATER								



^{*}Note: Use with 1 1/8 riser only.

*** D = Domestic ND = Non-Domestic HD = Heavy Duty Weight Std. = Standard Weight

***Note: Use with 9T Top #144622.

10.28

MUELLER

14"- 48" A-2361 D.I. RESILIENT WEDGE GATE VALVES - M.J. x M.J.

Rev. 7-17

- Catalog number A-2361-20 Mechanical joint ends (with accessories unassembled) A-2361-23 Mechanical joint ends (less accessories)
- Sizes 14", 16", 18", 20", 24", 30", 36", 42", 48"
- Meets or exceeds all applicable requirements of ANSI/AWWA C515 Standard, UL 262 Listed, FM 1120/1130 Approved, and certified to ANSI/NSF 61 & 372
- Mechanical joint ends comply with ANSI/AWWA C111 Standard.
- Ductile Iron body and bonnet with nominal 10 mils Mueller Pro-Gard® Fusion Bonded Epoxy Coated interior and exterior surfaces; 42" and 48" valves coated with Mueller HP Epoxy
- Epoxy coating meets or exceeds all applicable requirements of ANSI/AWWA C550 Standard
- Ductile Iron wedge, symmetrical and fully encapsulated with molded rubber; no exposed iron.
- □ Non-rising stem (NRS)
- Triple O-ring seal (2 above the thrust collar and 1 below)
- 2" square wrench nut open left or open right (30" 48" require a Spur Gear or Bevel Gear)
- 250 psig (1725 kPa/17 barg) maximum working pressure; 500 psig (3450 kPa/35 barg) static test pressure
- 14" and 16" sizes UL Listed, FM Approved: 250 psig (1725 kPa/17 barg)
- 18", 20" and 24" sizes UL Listed: 175 psig (1200 kPa/12 barg); FM Approved 250 psig (1725 kPa/17barg)
- Designed for potable water applications



A-2361-23 shown

Options

See page 10.54 for more information on Resilient Wedge Gate Valve options

- Position indicators
- ☐ Low zinc, silicon bronze ASTM B98-C66100/H02 stem: 14"-16", ASTM B763-C99500: 18"-48"
- □ Bypass 16" 48" (2" on 16"-20"; 2.5" on 24"; 3" on 30"- 36", 4" on 42"-48")
- ☐ EPDM Disc and o-rings, 14"-16" optional, 18"-48" standard

- ☐ Handwheel
- ☐ Stainless Steel Stem Type 304, Type 316
- ☐ Spur or bevel geared actuator

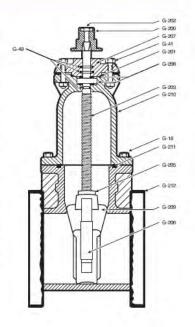
Resilient wedge gate valve parts

Catalog Part Number	Description	Material	Material Standard		
G-16	Bonnet Bolts & Nuts	316 Stainless steel	ASTM F593 (bolt) ASTM F594 (nut)		
G-41	Stuffing Box Bolts & Nuts	316 Stainless steel	ASTM F593 (bolt) ASTM F594 (nut)		
G-49	Stem O-rings (3)†	Nitrile	ASTM D2000		
G-200	Wrench Nut Cap Screw	316 Stainless steel	ASTM F593		
G-201	Stuffing Box O-ring†	Nitrile	ASTM D2000		
G-202	Wrench Nut	Cast Iron+	ASTM A126 CL.B		
G-203	Stem	Bronze	ASTM B138**		
G-204	Hand Wheel (not shown)	Cast Iron+	ASTM A126 CL.B		
G-205	Stem Nut	Bronze	ASTM B62		
G-206	Guide Cap Bearings	Acetal	-		
G-207	Stuffing Box	Ductile Iron++	ASTM A536 ▼		
G-208	Anti-friction Washers (2)	Acetal			
G-209	Wedge, Rubber Encapsulation	Ductile Iron* SBR†	ASTM A536 ▼ ASTM D2000		
G-210	Bonnet	Ductile Iron	ASTM A536 ▼		
G-211	Bonnet O-ring †	Nitrile	ASTM D2000		
G-212	Body	Ductile Iron	ASTM A536 ▼		

^{*} Fully encapsulated in molded rubber with no iron exposed **18" - 48" ASTM B584 †18" - 48" EPDM standard

++30"-48" are hot rolled steel ASTM A36 + Manufacturers option to change material to Ductile iron ASTM A536

▼ Material strength ASTM A536 65-45 minimum





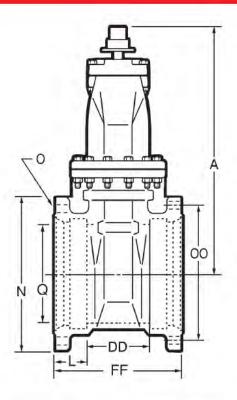


14"- 48" A-2361 D.I. RESILIENT WEDGE GATE VALVES - M.J. x M.J.



10.29

Rev. 1-22



Dimensions

Discounting					Nominal Size	9			
Dimension	14"	16"	18"	20"	24"	30"†	36"†	42"†	48"†
A	32.75	37.88	44.19	48.25	53.88	S	ee A for Spur	or Bevel Ge	ar
L	3.50	3.50	3.50	3.50	3.50	4.00	4.00	4.00	4.00
N	20.62	22.56	24.88	27.01	31.88	39.53	46.41	53.53	60.41
O (number and size of holes for MJ)	1088	1288	1288	1488	1688	20-1.125	241.125	28-1.38	32-1.38
Q (bore)	14.38	16.00	18.38	20.38	24.38	30.38	36.38	42.38	48.38
OO (bolt circle diameter for MJ)	18.75	21.00	23.25	25.50	30.00	36.88	43.75	50,62	57.50
R	21.00	23.50	25.00	27.50	32.00	38.75	46.00	53.00	59.50
UU (bolt circle diameter)	18.75	21.25	22.75	25.00	29.50	36.00	42.75	49.50	56.00
FF	19.75	19.75	21.00	21.50	23.50	33.50	37.50	42.37	44.72
B (number and size of holes for FL)	121.12	16-1.12	16-1.12	20-1.25	20-1.38	281.38	32-1.63	361.63	441.63
A - Spur Gear	40.49	43.58	49.41	53.01	59.15	70.81	83.08	97.74	109.70
A - Bevel Gear**	34.55	37.77	44.50	47.69	54.06	64.93	77.19	90.75	102.61
DD	12.36	12.55	13.90	14.13	16.06	25.56	29.34	34.58	36.80
Turns to open (without gearing)	43.5	49	57	63	75		5 5		
Turns to open (Spur gearing)	178	201	234	258	308	381	455	524	596
Turns to open (Bevel gearing)	174††	196††	228††	252††	300††	372††	444††	524††	596††
Weight*	695	846	1274	1820	2438	6523	8400	13300	19700
Closing Torque (FT-LBS), Non-Geared	225	275	275	300	325	N/A	N/A	N/A	N/A
Closing Torque (FT-LBS), Bevel	66	81	81	88	96	132	162	206	235
Closing Torque (FT-LBS), Spur	61	75	75	81	88	122	149	199	227

^{*}All dimensions are in inches. All weights are in pounds and are approximate. Weights for 30"-48" valves are with gearing; for all others without gearing.

**Center line of operating nut to center line of valve.

†Spur or Bevel Gear must be used with 30", 36", 42", 48" valves.

††Turns shown for Bevel gearing. Valves with Bevel gearing: All Sizes - 4:1 ratio.

EXTERNAL COATING OPTION

POLYESTER BODY COATING
Bray's standard product offers valve bodies with a polyester coating, providing excellent corrosion and wear resistance to the valve's surface. The Bray polyester coating is a hard, gloss red finish.

Chemical Resistant

Resists a broad range of chemicals including dilute acids and alkalis, petroleum solvents, alcohols, greases and oils. Also offers outstanding resistance to humidity and water.

Weatherability

Resistant to ultra-violet radiation.

Abrasion Resistant

Excellent resistance to abrasion.

Impact Resistant

Withstands impact without chipping or cracking.

NYLON 11 COATING:

Nylon 11 also has superior corrosion resistance and has been used successfully in many applications such as water, eement, food and seawater.

Weatherability

Bray's Nylon 11 coating has been salt spray tested in excess of 2000 hours and used in seawater immersion service for over 25 years without any deterioration of the coating resulting in no corrosion to the coated metal components.

Abrasion Resistant

Excellent resistance to abrasion.

Impact Resistant

Excellent - no chipping or cracking.

Other customer specified coating materials are available.

Please consult your local Bray representative

for your specific application.

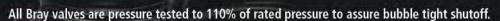
SEACORR COATING:

Flake available for corrosive environments as tested ASTM B-117 salt spray test for 2000 hours.







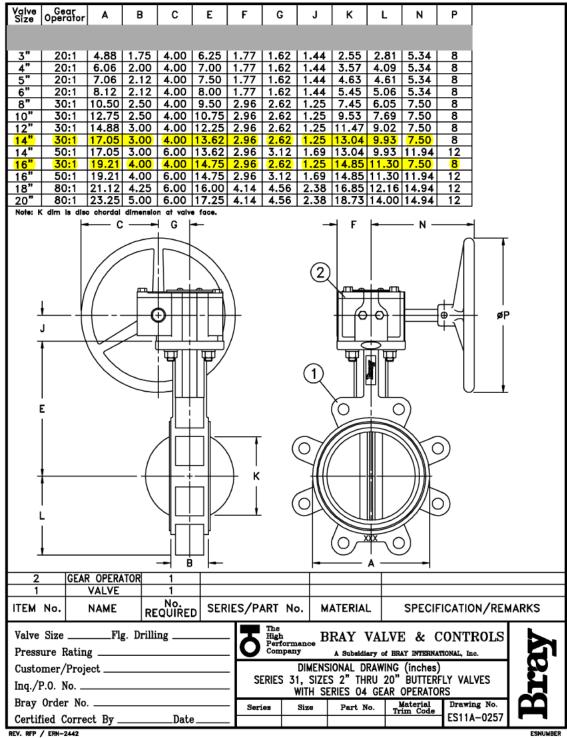




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		,		.,			1-894-5454									
Valve Size	Gear Operato	r A	В	С) Santan 71	Ε	F	G	Н	J	К	L		(lbs.)	
2"	30:1	3.69	1.62	2.00	2.22	Series 31 2.30	5.50	1.25	4.50	2.62	2.96	9.88	9.00	29.5	Series 31 31.0	
21/2"	30:1	4.19	1.75	2.50	2.47	2.57	6.00	1.25	4.50		2.96		9.00	31.0	32.0	
3"	30:1	4.88	1.75	3.00	2.81	2.81	6.25	1.25	4.50	2.62		9.88	9.00	31.5	33.0	
4"	30:1	6.06	2.00	4.00	3.41	4.09	7.00	1.25	4.50		2.96	9.88	9.00	35.5	39.0	
5"	30:1	7.06	2.12	5.00	4.03	4.61	7.50	1.25	4.50		2.96	9.88	9.00	38.0	44.0	
6"	30:1	8.12	2.12	5.75	4.53	5.06	8.00	1.25	4.50		2.96	9.88	9.00	41.0	47.0	
8"	30:1	10.50	2.50	7.75	5.75	6.05	9.50	1.25	4.50	2.62		9.88	9.00	58.0	66.0	
10"	30:1	12.75		9.75	7.12	7.69	10.75		4.50		2.96		9.00	73.0	90.0	
12"	50:1	14.88		11.75	8.12	9.02	12.25	1.69	6.25	3.12		14.44		110.0	131.0	
14"	50:1	17.05		13.25	9.38		13.62	1.69	6.25	3.12		14.44			157.0	
16"	50:1	19.21	4.00	15.25	10.75		14.75		6.25	3.12		14.44		178.0	209.0	
18"	80:1	21.12	4.25	17.25	12.00	12.16			6.25				12.50		303.0	
20"	80:1			19.25	13.72	14.00			6.25	4.56				337.0		
		s not inclu			10.72	14.00	17.25	2.50	0.23	4.50	4.14	17.44	12.50	337.0	302.0	
- 2		AR OPER		1												
ITEM	No.	NAME		No. REQUIRE	ED SEF	RIES/P	ART No	o. M	IATERI	AL	SPI	ECIFICA	ATION/	'REMAR	KS	
Valve Size Pressure Rating Flg. Drilling Customer/Project Inq./P.O. No Bray Order No								DIMENSIONAL DRAWING (Inches) SERIES 30/31 SIZES 2" THRU 20" BUTTERFLY VALVES AND SERIES 04 GEAR OPERATORS WITH CHAINWHEELS The controls of the control of								
Certi	fied Cor	rect By		_ Date					_	A Division o	I BRAY INTE	KNA HONAL,	inc.	ES11A	-0318	

MAGNEY CONSTRUCTION

CDMMERCIAL 5 INDUSTRIAL CONTRACTORS

1401 Park Road - Chanhassen, MN 55317

952,474,1674 Office 952,474,1679 Fax

Request for Information No. 02

Dayton, MN – Filtration Plant Wells 4 & 5 Black & Veatch Project No. 414098

General Contractor: Magney Construction, Inc. 1401 Park Road Chanhassen, MN 55317 Engineer: Black & Veatch 7760 France Ave S ~ Suite 206

Minneapolis, MN 55435

Date Created: 10/13/2023

Author: Dan Fuhrman Company: Magney Construction, Inc.

Reference: Effluent Line Isolation & Pipe Encasement

Drawing Number: M101, M102, M302 Specification Section:

Clarification #1:

Question:

We don't currently see a valve that can isolate the 14" FE pipe if any future maintenance or additions need to be made to the effluent piping. We believe that an isolation valve would need to be downstream of the chem feed injections. Is there an existing gate valve outside that can be used to isolate the filter effluent pipe?

If there is not a valve to isolate the effluent pipe, one could be added in the "Pipe Chase" room above the 14" 90 bend. However, once we pour the top slab, there would be no ability to access this room unless removable grating or a hatch was added.

Date Required: 10/18/2023

- OR, a buried gate valve could be added outside

Clarification #2:

Sheet M101 refers to a concrete encasement detail for the piping in the "Pipe Chase" room. This detail (D/M502) shows concrete encasements for pipes beneath slabs. We assume this detail no longer applies to this indoor piping. Please advise.

See attached plan sheets with comments for reference.

Thank you.

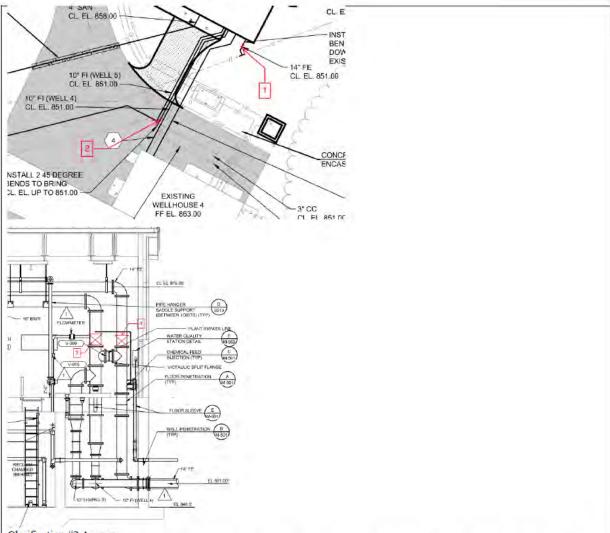
Date Answered: 11/28/2023
Answer: Answered by: Jack Rasmussen

Clarification #1 Answer:

The Chemical Feed lines have Corporation Stops which allow removal of the chemical flow if required. Secondly the "Pipe Chase" room will mainly be concrete encased so no access to that area is possible, see Answer 2 for more details on this.

For the valves, we discussed a couple of options with the City to best figure out how we want to address these concerns. It was decided that we will install 4 valves, 2 will be installed in the yard and 2 in the building. I have attached snippets to show the locations of these valves. The buried valves shall be Gate Valves, and the interior valves shall be Butterfly Valves.

A work change directive will be forthcoming to address these changes.



Clarification #2 Answer:

This room is not really a "Pipe Chase", that is an old reference that should have been removed from the area during design. The area around the FI and FE pipes will be concrete encased. Black and Veatch typically encasing piping below slabs and the encasement serves to support and to restrain the piping. The dimensions of the fill can be seen by the line on M-101, near the Rev triangle. The concrete encasing detail still applies.