

**AGENDA**  
**CITY OF DAYTON, MINNESOTA**  
**12260 S. Diamond Lake Road, Dayton, MN 55327**  
**Monday, February 26, 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**
- 6:35      **CONSENT AGENDA**      *These routine or previously discussed items are enacted with one motion*
- A. Approval of Council Meeting Minutes and Work Session Minutes of February 13, 2024
- B. Approval of Payment of Claims for February 27, 2024
- C. Approval of Gambling Permit at Daytona Golf Club for March 09, 2024
- D. Approval of Gambling Permit at Daytona Golf Club for May 10, 2024
- E. Approval of Hiring of Assistant Fire Chief
- F. Approve Plans and Authorize Bids for the Dayton 2024 Mill & Overlay Project
- G. Approval to Purchase a Tach Trailer
- H. Approval to Purchase a Gator
- I. Approval to Purchase a 96" Mower
- J. Approval of Pay Request 4 for the Well Head Treatment Plant
- K. Approval to Accept Resignation from Firefighter Hackman and Lueder
- 6:40      **OPEN FORUM**      *Is limited to Three minutes for non-agenda items; state your name and address; No Council Action will be taken and items will be referred back to staff*
- 6:50      **STAFF, CONSULTANT AND COUNCIL UPDATES**
- COUNCIL BUSINESS**
- Action Items**
- 7:10      L. Adopt Ordinance 2024-03: Ordinance Relating to Unmanned Aerial Vehicles (Drones)
- 7:30      M. Water Trail Proposal
- N. Approval of 2024 Trail Improvements Engineering Proposal
- O. Resolution 07-2024; Authorize 113th Avenue Improvements Feasibility Study
- P. Approve Plans and Authorize Bids for the Wellhouse #5 Project
- Q. Approve New Contract for Cleaning Services
- New Business**
- 9:00      R. Discussion of Special Assessment Policy
- 7:40      **ADJOURNMENT**

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

***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; City Engineer, Jason Quisberg; Police Chief, Paul Enga; City Administrator/Finance Director, Zach Doud; Assistant City Administrator/City Clerk, Amy Benting; Community Development Director, Jon Sevald;

### **PLEDGE OF ALLEGIANCE**

### **APPROVAL OF AGENDA**

Doud requested to add item L – Approval of the Contract for Environmental Review for the Well Head Treatment Plant. Doud also requested to add item M – Discussion on Topics for the Ballot and pull item C – Final Plat and Development Agreement of Brayburn Trails East, for discussion.

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

### **CONSENT ITEMS:**

- A. Approval of Council Meeting Minutes of January 23, 2024
- B. Approval of Payment of Claims for February 13, 2024
- C. Approval of Resolution 04-2024; Final Plat and Development Agreement of Brayburn Trails East (considered after item J)
- D. Approval of Resolution 05-2024; Accepting Donation from Sundance Entertainment
- E. Approval of Pay Request #5 for CR 81/Parkway Intersection
- F. Approval of Pay Request #3 for Zanzibar Lane; Final Payment
- G. Approval of Resolution 06-2024; Appointing Election Judges and AB Board
- H. Approval of Change Order #1 for Well 5 Project and Pay Request 5 for Well 5; Final Payment
- I. Approval of Park Improvement 2022 Final Pay Application
- J. Approval of Change Order 6,7, and 8 for Park Improvement 2022

Salonek stated that he attended the Parks Commission meeting, and he has concern regarding the cost of the bridge at the north end of the park. City Council approved \$92,000 for that bridge and at the Park Commission meeting it was stated that the bridge is going to cost \$250,000.

Farrell stated the initial cost was estimated at about \$90,000. When it was re-engineered, it got significantly more expensive. That's why it was removed from the project for a period of time with the idea to re-bid it.

Additional conversation ensued.

Salonek stated that somewhere along the way, additional funding is need for Elsie Stevens Park because it needs some work.

Fashant stated that there should be soil borings prior to going to bid so as to reduce the surprises.

Quisberg stated that the ravine will be extended, so there will not need to be a south bridge. It will be a box culvert.

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

**C. Approval of Resolution 04-2024; Final Plat and Development Agreement of Brayburn Trails East (Item C removed from the consent agenda)**

Sevald stated that as this first phase is built, there will be a temporary cul-de-sac on lot one. The City does not want this lot to be buildable until the very end of the project. Staff would like to strike #5.

Fashant raised a concern about paying for the electrical utilities. Doud stated that this is not something new. It has been done in the past. The same exact agreement was used with the first plat for Brayburn Trails.

Quisberg stated that the individual providers are responsible to bring the utilities in for the service; however, they are not required to bury the services. The City is basically splitting the cost for burial with the developer.

Fashant asked why the developer's cost is capped and the City's cost is not. Quisberg stated this is simply part of their agreement.

Additional conversation ensued.

There was consensus to go back to the builder to make this a fully shared cost endeavor with no cap for the builder. Quisberg stated there is a clause in the contract that allows for additional discussions if the cost is raised.

Trost asked if Council can require that 116<sup>th</sup> North does not get completed until the homes in the development are completed. His concern is that the heavy trucks will take a shortcut over the brand-new roads that were never intended to handle the

extra weight associated with construction vehicles. Quisberg suggested that a barricade would take care of that problem. Sevald stated that this doesn't belong in the Development Agreement.

**MOTION:** Motion was made by Councilmember Trost, seconded by Councilmember Salonek, to approve Resolution 04-2024; Final Plat and Development Agreement of Brayburn Trails East as amended by striking Item 5 and removing the developer's cap for the shared utilities. The motion carries unanimously.

**OPEN FORUM:**

There was no one present for Open Forum.

**STAFF, CONSULTANT AND COUNCIL UPDATES:**

**Doud** stated that he had a phone call with HUD regarding the Well Head Treatment Plant. Doud needs to provide them with a written update and is happy to provide a copy of that letter to the Councilmembers.

**Benting** stated that direct balloting begins this coming Friday for the Presidential Primary.

**Farrell** stated that currently the work for the Well Head Treatment Plant is mostly concrete and the floors will be ready to pour within the next two weeks.

Farrell stated that there has been some movement of staff members within the department. One full-time staff member has had some recurring health issues. He is now part-time, and one of our part-time staff members has taken the full-time position. Farrell's intention is to advertise for the two part-time employees and the three seasonal employees that were previously budgeted.

Farrell stated that one of the pickup trucks ordered in 2022 arrived two weeks ago. The other pickup truck should arrive in May. The one ton truck that was ordered is expected to arrive next week. Then it will go to have the body put in, and the hope is to have it back by June. The single axel and tandem axel chassis will be delivered to the body and plow fitting shop at the end of February, and delivery is expected by June or July.

Farrell stated that Public Works is looking to purchase a used bucket truck, which was included in the 2024 CIP. Unfortunately, the ones that are in good shape are getting snapped up quickly. Farrell asked if it would be possible to make the purchase without prior authorization from the Council if the purchase price doesn't exceed the \$150,000 agreed upon amount in the CIP.

Salonek asked why the truck is needed. Farrell stated that it will be predominantly used for tree trimming and changing out light bulbs in streetlights.



Fashant stated that he's okay with this because of the way the market is for vehicles and because it is in the CIP.

**MOTION:** Motion was made by Councilmember Fashant, seconded by Councilmember Trost, to allow Farrell to spend up to \$150,000 for a used bucket truck. The motion carries unanimously.

**Fisher** inquired about the spending for the Well Head Treatment Plant, noting instructions have been given to stop incurring bills that the grant can't pay. He asked if this means to halt everything. Doud stated that everything must halt, but we are being given the opportunity to get to a "safe" stopping point.

**Hendrickson** stated there is a potential sale of Engine 11. The bill of sale was sent to them today and the preference is for them to wire the money to the City. If the sale goes through, the City will net \$425,000.

Hendrickson stated the office renovation should be complete sometime next week.

**Enga** stated that he's been working with a company named Project Delta to get a facility therapy dog for the Police Department. The dog will live in the Police Department 24/7 and ultimately be trained to go on mental health calls. As of right now, Project Delta will donate everything for the dog, including food and vet bills. There will be no cost whatsoever to the City. Enga asked for the Council's approval to move forward with the plan.

There was Council consensus to move forward with a therapy dog for the Police Department.

Enga stated that he went to Alexandria last week for recruitment. Without going into any details, Enga stated that it did not look promising. Enga will be going to Mankato at the end of the month.

Enga stated that he is holding a gun safety course that is open to staff, their families, the Councils, and their families. Participants must be age 11 or older. The course begins in April.

**Sevald** stated that there will be four or five projects on the agenda for March.

**Quisberg** stated that there will be some engineering projects with proposals for a design of a trail segment. There will also be a feasibility study for 113<sup>th</sup> Avenue. The mill and overlay plans will also be brought forth. The well house plans will be presented as well. The turn lane plans are anticipated to be on the agenda for the first meeting in March.

**Salonek** stated he attended last Wednesday's Lions meeting. There was some discussion about whether the Lions have any interest in the River Festival. The Lions are more than willing to partner with another group.

**Trost** stated that on the City's website there is nothing posted about Leather's Park, and he requested that the pictures be put back up.

Trost asked Quisberg if he ever put together a rated list of dangerous intersections. Quisberg stated that they have gone through two iterations: 1) They went through general accounts, and the staff picked the top ten; and, 2) They are currently in the process of getting counts, that will determine the inefficiencies at those intersections along with specific improvements that may be helpful.

**Fisher** stated that it wouldn't hurt his feelings if Leathers Park went away.

## **COUNCIL BUSINESS**

### **Action Items:**

#### **K. Accepting of Pavement Management Plan**

Quisberg came forward and stated that no formal action is needed at this time. The purpose of the presentation is to gain feedback. Quisberg proceeded with the assessment process. The following were taken into consideration: 1) Ride Comfort Index (RCI), which is smoothness or ride quality; 2) Surface Distress Index (SDI), which is the surface condition, including cracking, rutting, etc.; and 3) Pavement Quality Index (PQI), which is the overall condition. The rating scale was 0-100. The Condition Ranking used was: 1) Failed –  $PQI < 20$ ; 2) Poor –  $20 < PQI < 50$ ; 3) Fair –  $50 < PQI < 70$ ; and 4) Good –  $70 < PQI$ .

Discussion ensued.

Quisberg noted the report that was generated reports out for five years, but it is highly recommended to re-evaluate in three years. This report is really a guide and not a strict scenario.

Trost asked if the City should build the roads and bill the developers so that the roads are built to the City's standards.

Quisberg stated that there are numerous data points that are processed through the program to determine the rating that is produced.

The conversation turned to the amount of money that should be budgeted for the much-needed road projects.

Additional conversation ensued regarding the quality standards the City requires developers to adhere to and if there should be more supervision by the City.

Quisberg stated that one semi-truck causes more damage than 160,000 cars.

Quisberg noted that Staff recommends budgeting \$1,500,000.

**MOTION:** Motion was made by Councilmember Trost, seconded by Councilmember Fashant to approve the Pavement Management Plan. Motion carries unanimously.

**L. Approval of the Contract for Environmental Review for the Well Head Treatment Plant**

Doud stated there were two proposals included in the Councilmembers' packet. The one that is being recommended is from Stantec.

Fashant asked if the City has the ability to complete the "City Tasks" mentioned in the proposal. The answer is yes. Doud stated that he is taking on the responsibility of being the administrator of the project.

**MOTION:** Motion was made by Councilmember Fashant, seconded by Councilmember Trost to approve the Stantec contract for environmental review for the Wellhead Treatment Plant. Motion carries unanimously.

**M. Discussion on Topics for the Ballot**

Doud stated that he and Benting would like to know the topics that Council would like to add to the ballot. Specific questions don't need to be determined tonight.

Fashant suggested that a question be formulated around the question of Parks funding for a Community Athletic Complex. Fashant would also like to speed up the process of funding for the Elsie Stevens Park completion.

Trost recommended funding the trails so that the interconnectedness can happen sooner. Trost would also like to ask the community if 25 miles per hour speed limits are desired in all of the neighborhoods.

Additional conversation ensued regarding the types of questions to put on the ballot.

Fashant stated that he'd like to know the level of support for the City leaving Hennepin County.

COUNCIL MEETING  
FEBRUARY 13, 2024  
6:30 P.M.  
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CITY OF DAYTON, MINNESOTA  
12360 SO. DIAMOND LAKE ROAD  
HENNEPIN/WRIGHT COUNTIES

Trost suggested that the City consider opening a store to sell alcohol. Doud stated that an alcohol store is no longer an option. However, a cannabis store could be considered.

There was consensus to not give consideration to a future cannabis store that would be owned and operated by the City.

**ADJOURNMENT**

Fisher declared the meeting adjourned at 8:40 p.m.

Respectfully Submitted,

Sandra Major, Recording Secretary  
*TimeSaver Off Site Secretarial, Inc.*

Approved: \_\_\_\_\_

Attest: Amy Benting

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

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

***ABSENT:***

***ALSO PRESENT:*** Public Works Superintendent, Marty Farrell; City Engineer, Jason Quisberg; Police Chief, Paul Enga; Fire Chief, Gary Hendrickson; City Administrator/Finance Director, Zach Doud; Assistant City Administrator/City Clerk, Amy Benting; Associate Planner II, Tori Leonhardt; Community Development Director, Jon Sevald; Planning Commission Member, Sara Van Asten; Planning Commission Member, Darren Browen; Planning Commission Member, Paul Crossland

### **DEFINING RURAL CHARACTER WORK SESSION**

Doud presented a QR code for the entire City Council to take a survey regarding their vision of Dayton. The survey is live during the meeting only.

Sevald presented 41 slides with each slide given some time for the Council Members to respond. Sevald stated the purpose of this survey is to determine the Council's vision for "rural feel."

Sevald and Doud requested feedback from the Council Members. Fisher stated that he doesn't believe the survey is helpful.

There was discussion regarding cookie cutter neighborhoods and the need for housing diversity.

The slides that showed barns and clearly defined large neighborhood entrances were well-liked.

Fisher suggested that builders should be able to build according to the desires of their targeted market in the southern portion of Dayton, recognizing that there will be higher density housing in the northern portion of Dayton.

Sevald stated the Met Council controls the sewer system through three counties. Dayton has been given the designation of "emerging suburban," which in turn designates the guideline for Dayton is three to five units per acre, which equates to roughly one-third-acre lots. Keeping in mind that higher-density properties get averaged along with the single-family dwellings. The rural areas that consist of 5-10-acre lots and must be balanced with higher-density dwellings elsewhere.

Additional discussion ensued regarding the acreage rules that the Met Council seems to have.

Doud stated that Quisberg assisted with the numbers and Dayton is roughly 15,000 acres in size. It is currently about two-thirds developed, one-third of Dayton is considered raw land. This means that there is roughly 5,000 acres left in Dayton to develop.

Sevald asked for input from Council as to what they would like for Staff to focus on.

Brown stated that he'd like to focus on neighborhood planning that encourages pockets of development rather than linear development.

Salonek suggested larger lots within neighborhoods.

Sevald stated that up until this point, Dayton has been growing from the outside in and asked if there is a desire to see the growth in one particular direction. The answer was a resounding yes.

Brown stated that the majority of the growth should be focused in the south.

Van Asten stated all the infrastructure is needed, not just sewer and water, noting fire, police, roads, etcetera, are needed.

Brown requested that Staff focus on the Dayton Parkway Extension in the concept of how the staging is planned.

It was agreed that additional Work Sessions will be planned.

### **ADJOURNMENT**

Fisher declared the meeting adjourned at 6:22 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 February 26, 2024**

	<u>Totals</u>
<b>Claims Roster 02-27-2024</b>	<b>\$ 718,539.29</b>
<b>Prepaid 2-15-2024 EB</b>	<b>\$ 88,986.94</b>

**Total Payments: \$ 807,526.23**

**Payroll 2-15-2024 Bi-Weekly 04 \$ 81,509.49**

Check # sequence to be approved by City Council from meeting date of 02/26/2024:

**Checks # 076323-076445**

02/21/2024 03:17 PM  
User: CHOYT  
DB: Dayton

INVOICE REGISTER REPORT FOR CITY OF DAYTON MN  
EXP CHECK RUN DATES 02/27/2024 - 02/27/2024  
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
01-09-2024 40844	21ST CENTURY BANK RETURNED CHECK FEE; UB 2793 101-40700-34710	01/09/2024 DBRUNETTE RETURNED CHECK FEE; UB 2793	02/27/2024	4.00 4.00	0.00	Paid	Y 01/09/2024
549288 40815	A-1 OUTDOOR POWER INC PARKS; OPERATING SUPPLIES 101-45200-50210	02/13/2024 CHOYT PARKS; OPERATING SUPPLIES	02/27/2024	1,215.61 1,215.61	1,215.61	Open	N 02/13/2024
INV-179124 40875	AMERICAN ENGINEERING TESTING WELL HEAD WATER TREATMENT 601-00000-16500	02/20/2024 CHOYT WELL HEAD WATER TREATMENT	02/27/2024	1,512.50 1,512.50	1,512.50	Open	N 02/20/2024
327999 40864	ASPEN MILLS PD; UNIFORM /BURSTAD 101-42120-50217	02/20/2024 CHOYT PD; UNIFORM /BURSTAD	02/27/2024	32.00 32.00	32.00	Open	N 02/20/2024
JAN 2024 C 40841	BANK FEE-ADJ CASH MGMT; JAN 2024 101-41500-50309	02/15/2024 DBRUNETTE CASH MGMT; JAN 2024	02/27/2024	0.00 25.00	0.00	Void	Y 01/31/2023
JAN 2024 S 40842	BANK FEE-ADJ SCANNER; JAN 2024 101-41500-50309	01/31/2024 DBRUNETTE SCANNER; JAN 2024	02/27/2024	25.00 25.00	0.00	Paid	Y 01/31/2024
JAN-2024 C 40843	BANK FEE-ADJ CASH MGMT; JAN 2024 101-41500-50309	01/31/2024 DBRUNETTE CASH MGMT; JAN 2024	02/27/2024	25.00 25.00	0.00	Paid	Y 01/31/2024
2559624 40781	BEAUDRY PW; UNLEADED 87- 548.70 101-43100-50212	02/08/2024 CHOYT PW; UNLEADED 87 - 548.70	02/27/2024	1,343.22 1,343.22	1,343.22	Open	N 02/08/2024
2570932 40845	BEAUDRY PW; UNLEADED 87 101-43100-50212	02/15/2024 CHOYT PW; UNLEADED 87	02/27/2024	1,450.79 1,450.79	1,450.79	Open	N 02/15/2024
138375 40784	C. VISION PRODUCTION DRONE VIDEO;WINTER PHOTOS/SCENE 226-41900-50430	02/09/2024 CHOYT DRONE VIDEO;WINTER PHOTOS/SCENE	02/27/2024	600.00 600.00	600.00	Open	N 02/09/2024



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## INVOICE REGISTER REPORT FOR CITY OF DAYTON MN

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EXP CHECK RUN DATES 02/27/2024 - 02/27/2024

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
01/31/2024 40840	CAMPBELL KNUTSON P.A. LEGAL FEES- JANUARY 2024 101-41640-50304 411-43100-50304-6187 411-43100-50304-6165	02/14/2024 CHOYT LEGAL FEES-GENERAL; JAN 2024 LEGAL FEES-JAN 2024 LEGAL FEES-JAN 2024	02/27/2024	6,771.58  4,791.58 1,500.00 480.00	6,771.58	Open	N 02/14/2024
175351601020124 40791	CHARTER COMMUNICATIONS PD; INTERNET FEB 2024 101-42120-50320	02/09/2024 CHOYT PD; INTERNET FEB 2024	02/27/2024	15.00  15.00	15.00	Open	N 02/09/2024
175337501020724 40808	CHARTER COMMUNICATIONS CH; INTERNET FEB-MAR 2024 101-41820-50308 601-49400-50321 101-42260-50320	02/12/2024 CHOYT CH; INTERNET RH WELLHOUSE; INTERNET FD 2; INTERNET	02/27/2024	322.99  199.98 89.98 33.03	322.99	Open	N 02/12/2024
0102404021224 40876	CHARTER COMMUNICATIONS PW/PD; INTERNET FEB-MAR 2024 101-42120-50320 101-43100-50321	02/20/2024 CHOYT PD; INTERNET PW; INTERNET	02/27/2024	359.93  179.96 179.97	359.93	Open	N 02/20/2024
4182854119 40783	CINTAS PW; UNIFORMS 101-43100-50217	02/08/2024 CHOYT PW; UNIFORMS	02/27/2024	136.32  136.32	136.32	Open	N 02/08/2024
4183573705 40854	CINTAS PW; UNIFORMS 101-43100-50217	02/16/2024 CHOYT PW; UNIFORMS	02/27/2024	136.32  136.32	136.32	Open	N 02/16/2024
02/08/2024 PARK 40830	CITY OF ANOKA 22-393200-01 CENTRAL PARK; JAN 2024 101-45200-50381	02/14/2024 CHOYT 22-393200-01 CENTRAL PARK; JAN 2024	02/27/2024	509.59  509.59	509.59	Open	N 02/14/2024
02/08/2024 SIREN 40831	CITY OF ANOKA 22-393400-00 SDLR SIREN; JAN 2024 101-42130-50381	02/14/2024 CHOYT 22-393400-00 SDLR SIREN; JAN 2024	02/27/2024	23.50  23.50	23.50	Open	N 02/14/2024
02/08/2024 CH 40832	CITY OF ANOKA 22-396000-01 CH; JAN 2024 101-41810-50381	02/14/2024 CHOYT 22-396000-01 CH; JAN 2024	02/27/2024	1,041.80  1,041.80	1,041.80	Open	N 02/14/2024

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## INVOICE REGISTER REPORT FOR CITY OF DAYTON MN

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EXP CHECK RUN DATES 02/27/2024 - 02/27/2024

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
02/08/2024 SL 40833	CITY OF ANOKA 22-990002-01 STREET LIGHTS; JAN 2024 CHOYT 101-43100-50230	02/14/2024 22-990002-01 STREET LIGHTS; JAN 2024	02/27/2024	490.50 490.50	490.50	Open	N 02/14/2024
02/08/2024 PED 40836	CITY OF ANOKA 22-396030-00 BALSAM LANE PED; JAN CHOYT 101-43100-50230	02/14/2024 22-396030-00 BALSAM LANE PED; JAN 2024	02/27/2024	91.20 91.20	91.20	Open	N 02/14/2024
2024-1 40895	CITY OF OTSEGO SANITARY SEWER BILLING; 2023 CHOYT 602-49400-50314	02/21/2024 SANITARY SEWER BILLING; 2023	02/27/2024	19,444.14 19,444.14	19,444.14	Open	N 12/31/2023
1295264 40820	COMPASS MINERALS AMERICA INC. PW; STREET MAINT. CHOYT 101-43100-50224	02/13/2024 PW; STREET MAINT.	02/27/2024	14,838.66 14,838.66	14,838.66	Open	N 02/13/2024
U374287 40853	CORE & MAIN PW; METERS CHOYT 601-49400-50220	02/16/2024 PW; METERS	02/27/2024	285.93 285.93	285.93	Open	N 02/16/2024
209284 40787	CROW RIVER FARM EQUIPMENT PW; SUPPLIES CHOYT 101-43100-50210	02/09/2024 PW; SUPPLIES	02/27/2024	274.01 274.01	274.01	Open	N 02/09/2024
50004484 40846	CRYSTAL WELDING INC PW; OPERATING SUPPLIES CHOYT 101-43100-50210	02/15/2024 PW; OPERATING SUPPLIES	02/27/2024	173.85 173.85	173.85	Open	N 02/15/2024
MAR 2024 40826	DEARBORN NATIONAL LIFE INSURANCE- MAR 2024 CHOYT 101-00000-21780	02/13/2024 LIFE INSURANCE- MAR 2024	02/27/2024	385.00 385.00	385.00	Open	N 02/13/2024
0135296-IN 40778	EARL F ANDERSON INC PW; STREET SIGNS CHOYT 101-43100-50224	02/08/2024 PW; STREET SIGNS	02/27/2024	199.35 199.35	199.35	Open	N 02/08/2024
984916 40821	ECM PUBLISHERS, INC PHN; FEB 22 PAT CHOYT 101-41110-50352	02/13/2024 PHN; FEB 22 PAT	02/27/2024	51.75 51.75	51.75	Open	N 02/13/2024

02/21/2024 03:17 PM

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## INVOICE REGISTER REPORT FOR CITY OF DAYTON MN

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Page: 4/15

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
984917 40822	ECM PUBLISHERS, INC PHN; MARCH 5 PRIMARY ELECTION 101-41110-50352	02/13/2024 CHOYT PHN; MARCH 5 PRIMARY ELECTION	02/27/2024	163.87  163.87	163.87	Open	N 02/13/2024
10-987700 40788	ECONO SIGNS LLC PW; STREET SIGNS 101-43100-50224	02/09/2024 CHOYT PW; STREET SIGNS	02/27/2024	2,921.30  2,921.30	2,921.30	Open	N 02/09/2024
96811 40866	EHLERS & ASSOCIATES, INC PROFESSIONAL SRVS; PAYGO 101-41500-50300	02/20/2024 CHOYT PROFESSIONAL SRVS; PAYGO	02/27/2024	1,657.50  1,657.50	1,657.50	Open	N 02/20/2024
02/14/2024 40889	ELK RIVER MUNICIPAL UTILITIES ELECTRIC SVC; JAN 2024 101-43100-50230 101-41910-50381 101-42260-50381 602-49400-50381 602-49400-50381 601-49400-50381 602-49400-50381 101-45200-50381	02/20/2024 CHOYT PW; ST LGT 3763 AC; 3831 FD; 3831 PW; CSAH 12 LIFT 3914 PW; DAY LIFT 3958 PW; WELL #1 6560 PW; DNR LIFT 6634 PW; BALL FIELD 10223	02/27/2024	1,689.39  393.00 155.38 155.39 81.27 80.80 635.85 130.30 57.40	1,689.39	Open	N 02/20/2024
02/12/2024 40811	ELM CREEK WATERSHED ESCROW; DAYTON RIVER RD TURN LANE 414-41900-50300	02/13/2024 CHOYT ESCROW; DAYTON RIVER RD TURN LANE	02/27/2024	5,900.00  5,900.00	0.00	Paid	Y 02/13/2024
0253347 40892	FERGUSON ENT- DBA POLLARDWATER PW; OPERATING SUPPLIES 601-49400-50210	02/21/2024 CHOYT PW; OPERATING SUPPLIES	02/27/2024	159.00  159.00	159.00	Open	N 02/21/2024
9018003468 40891	GRAINGER, INC PW; REPAIR/MAINT 601-49400-50220	02/21/2024 CHOYT PW; REPAIR/MAINT	02/27/2024	878.52  878.52	878.52	Open	N 02/21/2024
173961 40785	HASSAN SAND & GRAVEL, INC PW; RECYCLED CLASS 5 101-43100-50224	02/09/2024 CHOYT PW; RECYCLED CLASS 5	02/27/2024	1,126.50  1,126.50	1,126.50	Open	N 02/09/2024
13395 40868	HAUGO GEOTECHNICAL 23-0681 ELSIE STEPHENS PARK 405-41900-50530	02/20/2024 CHOYT 23-0681 ELSIE STEPHENS PARK IMPROVEMENTS	02/27/2024	2,100.00  2,100.00	0.00	Paid	Y 02/20/2024

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6688980 40861	HAWKINS, INC PW; CHEMICALS 601-49400-50216	02/20/2024 CHOYT PW; CHEMICALS	02/27/2024	40.00 40.00	40.00	Open	N 02/20/2024
1000218727 40804	HENNEPIN COUNTY PD; RADIO LEASE-JAN 2024 101-42120-50320	02/12/2024 CHOYT PD; RADIO LEASE-JAN 2024	02/27/2024	2,642.69 2,642.69	2,642.69	Open	N 02/12/2024
1000218726 40807	HENNEPIN COUNTY FD; RADIO LEASE- JAN 2024 101-42260-50320	02/12/2024 CHOYT FD; RADIO LEASE- JAN 2024	02/27/2024	3,576.13 3,576.13	3,576.13	Open	N 02/12/2024
2024 DUES 40824	HENNEPIN COUNTY FIRE CHIEFS FD; 2024 DUES- G.HEDRICKSON 101-42260-50205	02/13/2024 CHOYT FD; 2024 DUES- G.HEDRICKSON	02/27/2024	200.00 200.00	200.00	Open	N 02/13/2024
1000219341 40786	HENNEPIN COUNTY-RECORDER CD;VIEW RECORDED 101-41710-50205	02/09/2024 CHOYT CD;VIEW RECORDED DOCUMENTS	02/27/2024	10.00 10.00	10.00	Open	N 02/09/2024
IN4468921 40890	INNOVATIVE OFFICE SOLUTIONS PD/PW; SUPPLIES 101-42120-50200 101-43100-50210	02/21/2024 CHOYT PD; SUPPLIES PW; SUPPLIES	02/27/2024	55.71 27.85 27.86	55.71	Open	N 02/21/2024
753610 40803	INTOXIMETERS INC PD; SUPPLIES 101-42120-50200	02/12/2024 CHOYT PD; SUPPLIES	02/27/2024	125.00 125.00	125.00	Open	N 02/12/2024
1497-2023_12 40851	INVOICE CLOUD JAN FEES; 2024 101-41500-50309 101-41660-50309 601-49400-50309 602-49400-50309	01/09/2024 DBRUNETTE JAN FEES; 2024 JAN FEES; 2024 JAN FEES; 2024 JAN FEES; 2024	02/27/2024	1,181.00 50.00 39.75 545.62 545.63	0.00	Paid	Y 01/09/2024
02/02/2024 40805	KWIK TRIP INC PD; 514204/ CARWASH 101-42120-50220	02/12/2024 CHOYT PD; 514204/ CARWASH	02/27/2024	112.50 112.50	0.00	Paid	Y 02/12/2024
35243 40869	LANDFORM PROFESSIONAL SVCS, LLC PLANNING SERVICES; JANUARY 2024	02/20/2024 CHOYT	02/27/2024	9,127.75	9,127.75	Open	N 02/20/2024

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	GL Distribution						
	411-43100-50303-6180	PLANNING FEES; PROJ. 6180		3,983.50			
	411-43100-50303-6165	PLANNING FEES; PROJ 6165		483.00			
	411-43100-50303-6147	PLANNING FEES; PROJ 6147		4,661.25			
35244 40870	LANDFORM PROFESSIONAL SVCS, LLC	02/20/2024	02/27/2024	1,650.00	1,650.00	Open	N 02/20/2024
	PLANNING; MTG CITY MEETINGS	CHOYT					
	101-41710-50300	PLANNING; MTG CITY MEETINGS		1,650.00			
G01298 40828	MACQUEEN EMERGENCY GROUP	02/13/2024	02/27/2024	14,625.00	14,625.00	Open	N 12/31/2023
	PW; OTHER EQUIPMENT-MN VEH TAX	CHOYT					
	602-49400-50580	PW; OTHER EQUIPMENT-MN VEH TAX		14,625.00			
02/21/2024 PAY4 40894*	MAGNEY CONSTRUCTION INC	02/21/2024	02/27/2024	475,489.08	475,489.08	Open	N 02/21/2024
	PAY APP 4 ;WELL HEAD TREATMENT 4 & 5 CHOYT						
	601-00000-16500	PAY APP 4 ;WELL HEAD TREATMENT 4 & 5		535,605.67			
	601-00000-20600	RETAINAGE PAYABLE		(60,116.59)			
4026 40806	METRO WEST INSPECTION	02/12/2024	02/27/2024	18,544.00	18,544.00	Open	N 02/12/2024
	BLDG INSPECTIONS; JAN 2024	CHOYT					
	101-41660-50300	BLDG INSPECTIONS; JAN 2024		18,544.00			
20079 40865	MIDWEST WASH SYSTEMS LLC	02/20/2024	02/27/2024	58.00	58.00	Open	N 02/20/2024
	PW; OPERATING SUPPLIES WASH 5 GAL	CHOYT					
	101-43100-50210	PW; OPERATING SUPPLIES WASH 5 GAL		58.00			
S/U DEC 2023 40856	MN DEPT OF REVENUE	01/22/2024	01/22/2024	3,427.00	0.00	Paid	Y 01/22/2024
	SALES/USE TAX DEC 2023	DBRUNETTE					
	101-00000-20300	SALES/USE TAX DEC 2023		43.00			
	601-00000-20300	SALES/USE TAX DEC 2023		3,384.00			
S/U DEC 2023 LATEFEE 40873	MN DEPT OF REVENUE	01/22/2024	01/22/2024	6.18	0.00	Paid	Y 01/22/2024
	SALES/USE TAX; DEC 2023 LATE FEE	DBRUNETTE					
	101-41500-50300	SALES/USE TAX; DEC 2023 LATE FEE		6.18			
32100 40819	NAGELL APPRAISAL & CONSULTING	02/13/2024	02/27/2024	2,500.00	2,500.00	Open	N 02/13/2024
	PW; APPRAISAL FOR 113TH AVE	CHOYT					
	602-49400-50300	PW; APPRAISAL FOR 113TH AVE CONNECTION		2,500.00			
334240 40817	NAPA AUTO PARTS	02/13/2024	02/27/2024	18.43	18.43	Open	N 02/13/2024
	PW; OPERATING SUPPLIES	CHOYT					
	101-43100-50210	PW; OPERATING SUPPLIES		18.43			

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352272799001 40802	ODP BUSINESS SOLUTIONS, LLC PD; SUPPLIES 101-42120-50200	02/12/2024 CHOYT PD; SUPPLIES	02/27/2024	14.99  14.99	14.99	Open	N 02/12/2024
INV-179124 40874	ODP BUSINESS SOLUTIONS, LLC CH; SUPPLIES-DELL LAPTOP 101-41820-50200	02/20/2024 CHOYT CH; SUPPLIES-DELL LAPTOP	02/27/2024	730.02  730.02	730.02	Open	N 02/20/2024
01-04-2024 40862	PAYMENTECH DEC 2023 FEES 101-41500-50309 101-41500-50309	01/04/2024 DBRUNETTE DEC 2023 FEES DEC 2023 FEES	01/04/2024	3,355.01  242.27 3,112.74	0.00	Paid	Y 01/04/2024
46357 40816	QUALITY FLOW SYSTEMS INC PW; SUPPLY AND INSTALL IMPELLERS 602-49400-50220	02/13/2024 CHOYT PW; SUPPLY AND INSTALL IMPELLERS	02/27/2024	10,129.00  10,129.00	10,129.00	Open	N 02/13/2024
2216246 40863	READY WATT ELECTRIC PW; REPAIR/MAINT 101-42130-50220	02/20/2024 CHOYT PW; REPAIR/MAINT	02/27/2024	740.00  740.00	740.00	Open	N 02/20/2024
27354 40858	ROGERS TRUE VALUE PW; REPAIR/MAINT 601-49400-50220	02/20/2024 CHOYT PW; REPAIR/MAINT	02/27/2024	28.79  28.79	28.79	Open	N 02/20/2024
27356 40859	ROGERS TRUE VALUE PW; OPERATING SUPPLIES 101-43100-50210	02/20/2024 CHOYT PW; OPERATING SUPPLIES	02/27/2024	59.96  59.96	59.96	Open	N 02/20/2024
26884 40779	RPM GRAPHICS, INC PW; DAYTON CITY STACK 101-43100-50210	02/08/2024 CHOYT PW; DAYTON CITY STACK	02/27/2024	144.00  144.00	144.00	Open	N 02/08/2024
26883 40780	RPM GRAPHICS, INC PW; EASTER EGG SIGN 101-41910-50210	02/08/2024 CHOYT PW; EASTER EGG SIGN	02/27/2024	384.00  384.00	384.00	Open	N 02/08/2024
26919 40849	RPM GRAPHICS, INC PW; DAYTON CITY STACK 101-43100-50210	02/15/2024 CHOYT PW; DAYTON CITY STACK	02/27/2024	80.00  80.00	80.00	Open	N 02/15/2024

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D6263-A 40867	SHORTSTOP ELECTRIC CH; REPAIR/MAINT AT THE PD 101-41810-50220	02/20/2024 CHOYT	02/27/2024	2,020.00 2,020.00	2,020.00	Open	N 02/20/2024
16075.00-16 40818	SRF CONSULTING GROUP INC ADMINISTRATIVE SERVICES FOR DAYTON 480-43000-50300	02/13/2024 CHOYT	02/27/2024	2,187.59 2,187.59	2,187.59	Open	N 02/13/2024
I1680583 40793	STREICHERS, INC PD; GENERAL UNIFORM NEW EMPLOYEE 101-42120-50217	02/12/2024 CHOYT	02/27/2024	194.99 194.99	194.99	Open	N 02/12/2024
I1682030 40871	STREICHERS, INC PD; GENERAL UNIFORM 101-42120-50217	02/20/2024 CHOYT	02/27/2024	188.99 188.99	188.99	Open	N 02/20/2024
130098602 40790	SUMMIT FIRE PROTECTION ANNUAL FIRE ALARM MONITORING FEB 24- 101-43100-50520	02/09/2024 CHOYT	02/27/2024	508.00 508.00	508.00	Open	N 02/09/2024
IN3027269 40852	TASC COBRA ADMIN FEE; APRIL 2024 101-41810-50205	02/16/2024 CHOYT	02/27/2024	19.45 19.45	19.45	Open	N 02/16/2024
IN3032598 40860	TASC BENEFITS/ACCOUNT MANAGEMENT FEES; 101-41820-50205 101-41810-50205 101-41810-50205	02/20/2024 CHOYT	02/27/2024	1,944.83 178.80 566.03 1,200.00	1,944.83	Open	N 02/20/2024
109920 40850	TEGRETE JANITORIAL SERVICES; MARCH 2024 101-41910-50308 101-41810-50308	02/15/2024 CHOYT	02/27/2024	1,135.00 450.00 685.00	1,135.00	Open	N 02/15/2024
5190 40792	TJ DVORAK MECHANICAL LLC PW; REPAIR/MAINT WYE STRAINER WELL 4 601-49400-50220	02/12/2024 CHOYT	02/27/2024	1,525.00 1,525.00	0.00	Paid	Y 12/31/2023
10551402 40847	TOLL GAS AND WELDING SUPPLY PW; SUPPLIES 101-43100-50210	02/15/2024 CHOYT	02/27/2024	708.11 708.11	708.11	Open	N 02/15/2024

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10551406 40848	TOLL GAS AND WELDING SUPPLY PW; SUPPLIES 101-43100-50210	02/15/2024 CHOYT PW; SUPPLIES	02/27/2024	1,350.25  1,350.25	1,350.25	Open	N 02/15/2024
6208747 40789	TOSHIBA BUSINESS SYSTEMS CH; ESTUDIO NOV 2023-JAN 2024 101-41820-50308 101-41820-50308	02/09/2024 CHOYT CH; ESTUDIO 4555 CH; ESTUDIO 2515	02/27/2024	220.98  110.49 110.49	220.98	Open	N 12/31/2023
093P9149 40782	TRANSWEST TRUCK TRAILER RV PW; REPAIR/MAINT- VALVE 101-43100-50220	02/08/2024 CHOYT PW; REPAIR/MAINT- VALVE	02/27/2024	185.67  185.67	185.67	Open	N 02/08/2024
S37894 40834	TRI-STATE BOBCAT, INC PW; STREET MAINT-REPAIR 101-43100-50224	02/14/2024 CHOYT PW; STREET MAINT-REPAIR	02/27/2024	2,385.00  2,385.00	2,385.00	Open	N 02/14/2024
S37893 40837	TRI-STATE BOBCAT, INC PW; OTHER EQUIPMENT-WOODCHIPPER 401-43100-50580	02/14/2024 CHOYT PW; OTHER EQUIPMENT-WOODCHIPPER	02/27/2024	68,514.00  68,514.00	68,514.00	Open	N 02/14/2024
MARCH 2024 40823	UNUM LIFE INSURANCE COMPANY MARCH 2024 /0471540-001 101-00000-21705	02/13/2024 CHOYT MARCH 2024 /0471540-001	02/27/2024	2,350.50  2,350.50	2,350.50	Open	N 02/13/2024
9956475485 40877	VERIZON WIRELESS PW;CELL SERVICE;MCM SEWER 602-49400-50321	02/20/2024 CHOYT PW;CELL SERVICE;MCM SEWER	02/27/2024	150.12  150.12	150.12	Open	N 02/20/2024
02/01/2024 5321 40809	VISA-CH 5321 VISA CH; JANUARY 2024 101-41500-50200 101-41310-50320 101-41500-50309	02/13/2024 CHOYT CH; SUPPLIES/OFFICE DEPOT CH; PARKING-HOUSING FIRST CH; FILING OF 1099'S EFILE 2023	02/27/2024	49.45  19.34 3.20 26.91	0.00	Paid	Y 02/13/2024
02/01/2024 5198 40813*	VISA-CH 5198 VISA CH; DECEMBER 2023-JANUARY 101-41500-50205 101-41820-50308 101-41820-50308 101-41110-50208 101-41310-50208 101-41810-50200	02/13/2024 CHOYT CH; ZOOM CH; MICROSOFT CH; DIGIUM CLOUD CH; PROFESSIONAL DEVELOPMENT-I94 CH; PROFESSIONAL DEVELOPMENT-I94 CH; SUPPLIES	02/27/2024	4,099.29  216.94 561.22 671.01 120.00 60.00 20.53	0.00	Paid	Y 02/13/2024



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	GL Distribution						
	101-41420-50208	CH; PROFESSIONAL DEVELOPMENT-MCFOA		750.00			
	101-41710-50208	CD; PROFESSIONAL DEVELOPMENT		220.00			
	101-41810-50223	CH; SUPPLIES -RUGS		1,852.83			
	101-41410-50210	ELECTIONS; OPERATING SUPPLIES		14.99			
	101-41810-50200	CH; SUPPLIES		125.42			
	101-41410-50210	ELECTIONS; OPERATING SUPPLIES		91.44			
	101-41810-50200	CH; SUPPLIES		12.49			
	101-41810-50200	CH; SUPPLIES		48.89			
	101-41310-50208	CH; PROFESSIONAL DEVELOPMENT		60.00			
	101-41820-50308	CH; MICROSOFT		8.70			
	101-41820-50308	CH; MICROSOFT OVERCHARGE CREDIT		(2,082.10)			
	101-41820-50308	CH; DIGIUM CLOUD		663.69			
	101-41820-50308	CH; MICROSOFT		474.26			
	101-41500-50205	CH; ZOOM		43.41			
	101-41820-50308	CH; MICROSOFT		8.70			
	101-41710-50200	CD; SUPPLIES		12.82			
	101-41810-50200	CH; SUPPLIES		42.99			
	101-41810-50200	CH; SUPPLIES		12.30			
	101-41810-50200	CH; SUPPLIES		52.77			
	101-41810-50200	CH; SUPPLIES		31.99			
	101-43100-50205	CH; MICROSOFT NEW USER		4.00			

02/01/2024 5396

40825*	VISA-FD2	02/13/2024	02/27/2024	673.88	0.00	Paid	Y 02/13/2024
	5396 VISA FD; JANUARY 2024	CHOYT					
	101-42260-50220	FD; YOUNGSTEDTS		39.24			
	101-42260-50207	FD; CREDIT VOUCHER PREVIOUS ORDER		(30.00)			
	101-42260-50208	FD; PROFESSIONAL DEVELOPMENT		36.90			
	101-42260-50208	FD; BLS PROVIDER ECARD		30.00			
	101-42260-50322	FD; POSTAGE		132.47			
	101-42260-50207	FD; RECRUITMENT AND RETENTION		81.12			
	101-42260-50200	FD; SUPPLIES		12.98			
	101-42260-50208	FD; PROFESSIONAL DEVELOPMENT-BLS INSTRUC		205.80			
	401-42260-50580	FD; OTHER EQUIPMENT		(119.63)			
	101-42260-50208	FD; PROFESSIONAL DEVELOPMENT/M.LUCHT		285.00			

02/01/2024 5081

40872	VISA-PD	02/20/2024	02/27/2024	2,389.63	0.00	Paid	Y 02/20/2024
	5081 VISA PD; JANUARY 2024	CHOYT					
	101-42120-50205	PD; 2024 RENEWAL/SPECIAL OPERATIONS		25.00			
	101-42120-50205	PD; CRIME PREVENTION		50.00			
	101-42120-50205	PD; 2023 RENEWAL/SPECIAL OPERATIONS		25.00			
	101-42120-50208	PD; PROFESSIONAL DEVELOPMENT/BCA		75.00			
	101-42120-50217	PD; UNIFORM-HOLLOW/MOSER		153.43			
	101-42120-50205	PD; SUBSCRIPTIONS/MEMBERSHP		22.12			
	101-42120-50217	PD; UNIFORM-GOVX/CURRENT		119.83			
	101-42120-50217	PD; UNIFORM-FLYINGCROSS/MOSER		271.46			
	101-42120-50208	PD; PROFESSIONAL DEVELOPMENT		286.08			
	101-42120-50217	PD; UNIFORM-OAKLEY/D.JOHNSON		291.90			
	101-42120-50331	PD; LODGING/MEALS/MILEAGE		124.84			

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	GL Distribution						
	101-42120-50200	PD; SUPPLIES		95.01			
	101-42120-50580	PD; OTHER EQUIPMENT		59.69			
	101-42120-50200	PD; SUPPLIES-AED		345.00			
	101-42120-50580	PD; OTHER EQUIPMENT-LOCKERS		62.30			
	101-42120-50200	PD; SUPPLIES		99.62			
	101-42120-50205	PD; SOTA CONFERENCE		99.00			
	101-42120-50200	PD; SUPPLIES		64.16			
	101-42120-50200	PD; SUPPLIES		45.25			
	101-42120-50217	PD; UNIFORM		74.94			
<hr/>							
02/01/2024 7665							
40814	VISA-PW	02/13/2024	02/27/2024	3,454.60	0.00	Paid	Y
	7665/5016 VISA PW-JANUARY 2024	CHOYT					02/13/2024
	101-43100-50212	PW; FUEL CLOUD CARD #5016		25.09			
	101-41910-50208	AC; PROFESSIONAL DEVELOPMENT		185.00			
	101-41910-50205	AC; SUBSCRIPTIONS/MEMBERSHP		180.00			
	101-41910-50308	AC; CONTRACT SERVICES		100.00			
	101-43100-50220	PW; REPAIR/MAINT		824.00			
	101-41910-50210	AC; OPERATING SUPPLIES		75.00			
	601-49400-50300	PW; PROFESSIONAL SRVS-MN RURAL WATER		400.00			
	101-43100-50210	PW; OPERATING SUPPLIES		298.36			
	101-43100-50205	PW; SUBSCRIPTIONS-ADOBE 2024		1,367.15			
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9864							
40835	WATER LABORATORIES, INC	02/14/2024	02/27/2024	661.50	661.50	Open	N
	WATER TESTING; JAN 2024	CHOYT					02/14/2024
	601-49400-50300	WATER TESTING; JAN 2024		661.50			
<hr/>							
940381							
40857	WESTSIDE WHOLESALE, INC	02/20/2024	02/27/2024	372.22	372.22	Open	N
	PW; REPAIR/MAINT	CHOYT					02/20/2024
	101-45200-50220	PW; REPAIR/MAINT		372.22			
<hr/>							
863789401							
40794	XCEL ENERGY	02/12/2024	02/27/2024	56.70	0.00	Paid	Y
	51-0013433327-7; UNIT SIGNAL; JAN	CHOYT					02/12/2024
	101-43100-50230	51-0013433327-7; UNIT SIGNAL; JAN 2024		56.70			
<hr/>							
863413374							
40795	XCEL ENERGY	02/12/2024	02/27/2024	113.43	0.00	Paid	Y
	51-0013433058-1; SIGNAL; JAN 2024	CHOYT					02/12/2024
	101-43100-50230	51-0013433058-1; SIGNAL; JAN 2024		113.43			
<hr/>							
863368001							
40796	XCEL ENERGY	02/12/2024	02/27/2024	96.66	0.00	Paid	Y
	51-9348440-7 ST LGT; JAN 2024	CHOYT					02/12/2024
	101-43100-50230	51-9348440-7 ST LGT; JAN 2024		96.66			
<hr/>							
863681156							
40797	XCEL ENERGY	02/12/2024	02/27/2024	14.68	0.00	Paid	Y
	51-5420841-2 ST LGT; JAN 2024	CHOYT					02/12/2024
	101-43100-50230	51-5420841-2 ST LGT; JAN 2024		14.68			

02/21/2024 03:17 PM

User: CHOYT

DB: Dayton

## INVOICE REGISTER REPORT FOR CITY OF DAYTON MN

EXP CHECK RUN DATES 02/27/2024 - 02/27/2024

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 12/15

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
863820144 40798	XCEL ENERGY 51-0013433188-8; UNIT SIGNAL; JAN 101-43100-50230	02/12/2024 CHOYT 51-0013433188-8; UNIT SIGNAL; JAN 2024	02/27/2024	57.85 57.85	0.00	Paid	Y 02/12/2024
863769350 40799	XCEL ENERGY 51-0013433412-1; HWY 94 LGT; JAN 101-43100-50230	02/12/2024 CHOYT 51-0013433412-1; HWY 94 LGT; JAN 2024	02/27/2024	25.79 25.79	0.00	Paid	Y 02/12/2024
863978794 40800	XCEL ENERGY 51-0013433364-2; ST LGT; JAN 2024 101-43100-50230	02/12/2024 CHOYT 51-0013433364-2; ST LGT; JAN 2024	02/27/2024	176.80 176.80	0.00	Paid	Y 02/12/2024
863744963 40801	XCEL ENERGY 51-6111142-2 ST LGT; JAN 2024 101-43100-50230	02/12/2024 CHOYT 51-6111142-2 ST LGT; JAN 2024	02/27/2024	186.77 186.77	0.00	Paid	Y 02/12/2024
864784922 40812	XCEL ENERGY 51-0011857801-8;PD/PW BLDG; JAN-FEB 101-42120-50381 101-43100-50381	02/13/2024 CHOYT 51-0011857801-8;PD/PW BLDG; JAN-FEB 51-0011857801-8;PD/PW BLDG; JAN-FEB	02/27/2024	847.99 423.99 424.00	0.00	Paid	Y 02/13/2024
859331636 40827	XCEL ENERGY 51-0013433058-1; SIGNAL; DEC 2023 101-43100-50230	02/13/2024 CHOYT 51-0013433058-1; SIGNAL; DEC 2023	02/27/2024	118.09 118.09	0.00	Paid	Y 12/31/2023
863358751 40838	XCEL ENERGY 51-8932050-3 CR81; JAN 2024 101-43100-50230	02/14/2024 CHOYT 51-8932050-3 CR81; JAN 2024	02/27/2024	82.94 82.94	0.00	Paid	Y 02/14/2024
863346883 40839	XCEL ENERGY 51-8556975-3 TERR ST LGT; JAN 2024 101-43100-50230	02/14/2024 CHOYT 51-8556975-3 TERR ST LGT; JAN 2024	02/27/2024	585.92 585.92	0.00	Paid	Y 02/14/2024
864799018 40855	XCEL ENERGY 51-0013985527-8; CHESHIRE LGT; DEC- 101-43100-50230	02/16/2024 CHOYT 51-0013985527-8; CHESHIRE UNIT LGT	02/27/2024	54.48 54.48	0.00	Paid	Y 02/16/2024
864820892 40878	XCEL ENERGY 51-0014423188-8;146TH AVE ST LGT 101-43100-50230	02/20/2024 CHOYT 51-0014423188-8;146TH AVE ST LGT	02/27/2024	24.66 24.66	24.66	Open	N 02/20/2024

EXP CHECK RUN DATES 02/27/2024 - 02/27/2024

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
864858681 40879	XCEL ENERGY 51-0014297205-1;U.PASS W/RH PKWY JAN CHOYT 101-43100-50230	02/20/2024 51-0014297205-1;U.PASS W/RH PKWY	02/27/2024	36.24 36.24	36.24	Open	N 02/20/2024
864846963 40880	XCEL ENERGY 51-0014444656-9; CHESHIRE CT CHOYT 101-43100-50230	02/20/2024 51-0014444656-9; CHESHIRE CT S.LIGHTS	02/27/2024	26.87 26.87	26.87	Open	N 02/20/2024
864806669 40881	XCEL ENERGY 51-0013923150-3;HOLLY LN JAN-FEB CHOYT 101-43100-50230	02/20/2024 51-0013923150-3;HOLLY LN	02/27/2024	43.82 43.82	43.82	Open	N 02/20/2024
864806365 40882	XCEL ENERGY 51-0013211437-0;SDL TRAIL LIFT JAN- CHOYT 601-49400-50381	02/20/2024 51-0013211437-0;SDL TRAIL LIFT	02/27/2024	8.65 8.65	8.65	Open	N 02/20/2024
864777792 40883	XCEL ENERGY 51-0011913119-1;LIFT CLOQUET JAN-FEB CHOYT 602-49400-50381	02/20/2024 51-0011913119-1;LIFT CLOQUET	02/27/2024	56.45 56.45	56.45	Open	N 02/20/2024
864837808 40884	XCEL ENERGY 51-0014444653-6; 146TH AVE S.LIGHTS CHOYT 101-43100-50230	02/20/2024 51-0014444653-6; 146TH AVE S.LIGHTS	02/27/2024	26.75 26.75	26.75	Open	N 02/20/2024
864746665 40885	XCEL ENERGY 51-6970693-8 SHED JAN-FEB 2024 CHOYT 101-45200-50381	02/20/2024 51-6970693-8 SHED	02/27/2024	7.42 7.42	7.42	Open	N 02/20/2024
864820319 40886	XCEL ENERGY 51-0014473382-9 12000.5 W FRENCH LK CHOYT 459-43100-50300-2001	02/20/2024 51-0014473382-9 12000.5 W FRENCH LK	02/27/2024	69.30 69.30	69.30	Open	N 02/20/2024
864795670 40887	XCEL ENERGY 51-0013433451-8;BROCKTON LGT JAN- CHOYT 101-43100-50230	02/20/2024 51-0013433451-8;BROCKTON LGT	02/27/2024	53.01 53.01	53.01	Open	N 02/20/2024
864847214 40888	XCEL ENERGY 51-0014712973-2; SIREN JAN-FEB 2024 CHOYT 101-42130-50381	02/20/2024 51-0014712973-2; SIREN	02/27/2024	0.15 0.15	0.15	Open	N 02/20/2024

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
865630493							
40893	XCEL ENERGY	02/21/2024	02/27/2024	13.02	13.02	Open	N
	51-0013348079-5; STEPHENS	CHOYT					02/21/2024
	101-45200-50381	51-0013348079-5; STEPHENS		13.02			
SI000449172							
40810	ZIEGLER INC	02/13/2024	02/27/2024	1,055.94	1,055.94	Open	N
	PW; REPAIR/MAINT	CHOYT					02/13/2024
	601-49400-50220	PW; REPAIR/MAINT		1,055.94			
# of Invoices:	117	# Due:	87	Totals:	718,539.29	687,793.65	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	
Net of Invoices and Credit Memos:				718,539.29	687,793.65		
* 3 Net Invoices have Credits Totalling:				(62,348.32)			

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
--- TOTALS BY FUND ---							
101 -	GENERAL FUND			93,737.21	77,272.19		
226 -	CABLE			600.00	600.00		
401 -	CAPITAL EQUIPMENT			68,394.37	68,514.00		
405 -	PARK DEDICATION			2,100.00	0.00		
411 -	DEVELOPER ESCROWS			11,107.75	11,107.75		
414 -	PAVEMENT MANAGEMENT AND IMPR			5,900.00	0.00		
459 -	2022 TIF STREET IMPROVEMENTS			69.30	69.30		
480 -	DAYTON PARKWAY INTERCHANGE			2,187.59	2,187.59		
601 -	WATER FUND			486,700.36	480,845.74		
602 -	SEWER FUND			47,742.71	47,197.08		
--- TOTALS BY DEPT/ACTIVITY ---							
00000 -				483,164.08	479,737.08		
40700 -	Misc Revenue			4.00	0.00		
41110 -	Council			335.62	215.62		
41310 -	Administration			123.20	0.00		
41410 -	Elections			106.43	0.00		
41420 -	City Clerk			750.00	0.00		
41500 -	Finance			5,425.29	1,657.50		
41640 -	Legal Services			4,791.58	4,791.58		
41660 -	Inspection Service			18,583.75	18,544.00		
41710 -	Plannning & Economic Dev			1,892.82	1,660.00		
41810 -	Central Services			7,732.49	5,532.28		
41820 -	Information Technology			1,635.26	1,329.78		
41900 -	General Govt			8,600.00	600.00		
41910 -	Activity Center			1,529.38	989.38		
42120 -	Patrol and Investigate			6,347.59	3,421.47		
42130 -	Emergency Mgmt			763.65	763.65		
42260 -	Fire Suppression			4,638.43	3,964.55		
43000 -				2,187.59	2,187.59		
43100 -	Public Works			113,695.38	109,182.67		
45200 -	Parks			2,175.26	2,175.26		
49400 -	Utilities			54,057.49	51,041.24		

**ITEM:**

Gambling Application form Rogers HS Graduation Night Supporters, Inc.

**PREPARED BY:**

Amy Benting, City Clerk

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

Consider approval of gambling permit for a Raffle

**BACKGROUND:**

The Parents boosters is requesting a gambling permit to hold a raffle event held March 9, 2024

**CRITICAL ISSUES:**

There are no outstanding issues.

**RELATIONSHIP TO COUNCIL GOALS:**

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

**RECOMMENDATION:**

Staff recommends approval of the gambling application

**ATTACHMENT(S):**

None

**ITEM:** Firefighter Resignations

**PREPARED BY:** Fire Chief Gary Hendrickson

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

Accept resignations from Lieutenant Matt Hackman and Probationary Firefighter Brandon Lueder.

**BACKGROUND:**

The Dayton Fire Department wishes Lieutenant Matt Hackman and Probationary Firefighter Brandon Lueder success as they pursue other opportunities.

**CRITICAL ISSUES:**

N/A

**RECOMMENDATION:**

Approve the resignations of Lieutenant Matt Hackman and Probationary Firefighter Brandon Lueder.

**ATTACHMENT(S):**

Resignation Letters



**ITEM:**

Gambling Application form Rogers HS Graduation Night Supporters, Inc.

**PREPARED BY:**

Amy Benting, City Clerk

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

Consider approval of gambling permit for a Raffle

**BACKGROUND:**

The Parents boosters is requesting a gambling permit to hold a raffle event held May 10, 2024

**CRITICAL ISSUES:**

There are no outstanding issues.

**RELATIONSHIP TO COUNCIL GOALS:**

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

**RECOMMENDATION:**

Staff recommends approval of the gambling application

**ATTACHMENT(S):**

None

**ITEM:** Recommendation to Hire Assistant Fire Chief.

**PREPARED BY:** Fire Chief Gary Hendrickson

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

Approve the hiring of Kevin Astrup as Assistant Fire Chief for the Dayton Fire Department.

**BACKGROUND:**

The hiring of the assistant fire chief has been recognized as a need by the fire chief to help with many aspects of the organization. This position will oversee all operations and maintenance of the department's equipment and fleet, along with training and development of new firefighters. While ensuring the organization can meet all the requirements of the Minnesota Occupational Safety and Health Administration (MNOSHA) in conjunction with the National Fire Protection Agency (NFPA).

**CRITICAL ISSUES:**

N/A

**RECOMMENDATION:**

Kevin's dedication, experience, and proven leadership make him an ideal candidate for this crucial role. Throughout his tenure with the department, Kevin has consistently demonstrated a commitment to ensuring the safety and well-being of our community. His extensive knowledge, strategic thinking, and exemplary performance have made him a valuable asset to the Dayton Fire Department. Appointing Kevin Astrup as the full-time Assistant Chief will not only enhance the department's operational efficiency but also contribute significantly to the overall safety of our city. His ability to lead, collaborate, and adapt to challenging situations will benefit the department and the community he serves. I kindly request the City Council's thoughtful consideration of Kevin Astrup's candidacy for this position. Your support in making this appointment will undoubtedly strengthen our fire department and, by extension, the safety of our city.

**ATTACHMENT(S):**

Offer Letter



February 20, 2024

Dear Kevin Astrup

The City of Dayton is pleased to offer you the Assistant Fire Chief position. All reference checks have been completed. The City Council is scheduled to approve your hire on February 26, 2024.

Your anticipated start date is March 18, 2024. You will begin employment with a wage of \$44.44 per hour based on the Grade 10, Step 2 wage scale; additional details are as follows:

- Vacation accrual will start at year 5 or 120 hours per year, beginning with 40 banked vacation hours and 40 banked sick hours.
- This is a union-eligible position.
- The Fair Labor Standards Act classification for this position is exempt and, therefore, is not subject to overtime wages and comp time.
- You will have a one-year probation period before salary adjustment to Step 3.
- Progression through the City's compensation plan is based on satisfactory performance.
- Upon satisfactory performance, step increases will occur on your anniversary date.
- Public employees meeting income and position requirements set by state statute become members of the Police and Fire Public Employees Retirement Association (PERA).
- Must reside within 30 minutes of a City of Dayton Fire Station.
- All other personnel policy items will apply.

I look forward to working with you. If you have any questions, please feel free to call me at (763) 323-4001.

Sincerely,

Gary Hendrickson  
Fire Chief

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

Signature:

2/20/24

Date:

**ITEM:**2024 Mill & Overlay Project**PREPARED BY:**

Jason Quisberg, Engineering

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

Approve Plans &amp; Specifications and Authorize Ad for Bids for the 2024 Mill &amp; Overlay Project

**BACKGROUND:**

Council authorized the preparation of plans and specifications for a pavement improvement project in December. The road segments involved are 152<sup>nd</sup> Avenue, east of Brockton Lane, and Thicket Hills Lane, west of Lawndale Lane. Both to receive a mill and overlay treatment.

Plans and specifications for the project have been prepared. The next step is for Council to approve plans and authorize the advertisement for contractor bids for construction of the improvements.

**Cost Estimate:**

Construction:	\$261,000
Engineering:	\$30,000
Other Indirect:	\$5,000
Total Project:	\$296,000

- Previous estimate = \$330,000
- CIP estimate = \$400,000

**Schedule:**

Approve Plans/Authorize Bids	February 26 <sup>th</sup>
Open Contractor Bids	March 19 <sup>th</sup>
Review Bids/Award Contract	March 26 <sup>th</sup>
Start Construction (Early)	Late April
Substantial Completion	August 15 <sup>th</sup>

**RECOMMENDATION:**

Approve the plans for the 2024 Mill & Overlay project as prepared. Authorize the Advertisement for contractor bids to complete the work.

**ATTACHMENT(S):**

2024 Mill & Overlay Project Plans (cover sheet only)  
Advertisement for Bids

CONSTRUCTION PLANS

FOR

DAYTON 2024 MILL AND OVERLAY

DAYTON, MINNESOTA

FEBRUARY 2024

ENGINEER



STANTEC CONSULTING SERVICES INC.  
ONE CARLSON PARKWAY N.  
SUITE 100  
PLYMOUTH, MN 55447  
(P) - (763) 479-4200  
CONTACT: JASON QUISBERG, PE

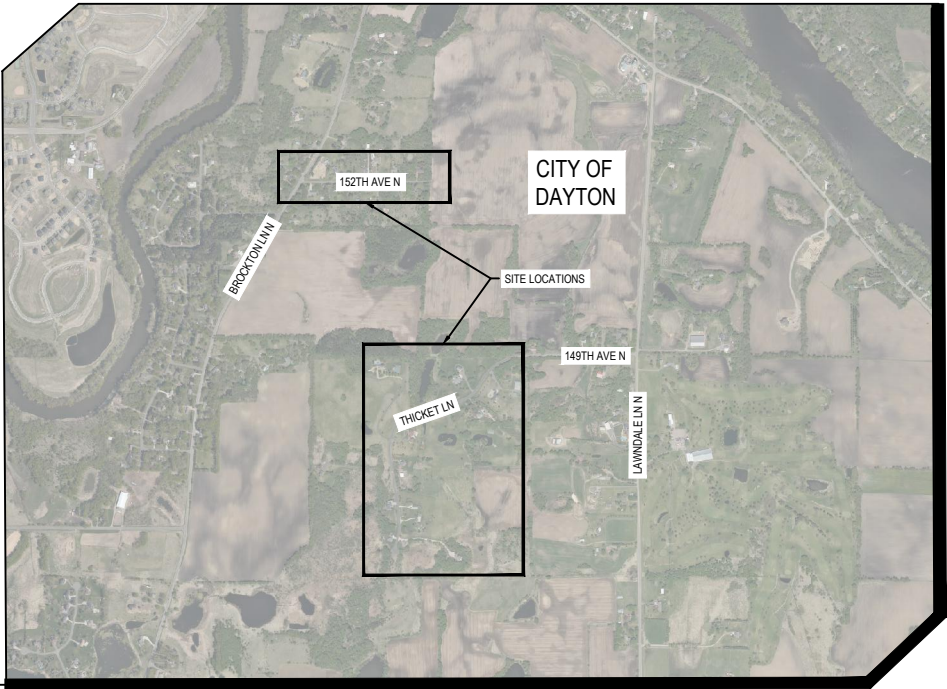
CLIENT



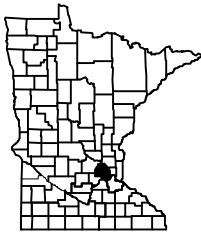
CITY OF DAYTON  
12260 S DIAMOND LAKE ROAD  
DAYTON, MINNESOTA 55327

City Council  
Mayor  
Council Member  
Council Member  
Council Member  
Council Member  
Administrator

Dennis Fisher  
Matt Trost  
Travis Henderson  
David Fashant  
Scott Salonek  
Zach Doud



VICINITY MAP  
NOT TO SCALE



PROJECT LOCATION  
CITY: DAYTON  
COUNTY: HENNEPIN

WARNING:

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

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

CALL BEFORE YOU DIG

GOPHER STATE ONE CALL

TWIN CITY AREA: 651-454-0002  
TOLL FREE 1-800-252-1166

PROJECT DATUM

HORIZONTAL: MNDOT HENNEPIN COUNTY, US FOOT

VERTICAL: NAVD88

Sheet List Table	
Sheet Number	Sheet Title
G-001	COVER SHEET
G-002	LEGEND & GENERAL NOTES
C-001	THICKET LN MILL AND OVERLAY PLAN
C-002	THICKET LN MILL AND OVERLAY PLAN
C-003	THICKET LN MILL AND OVERLAY PLAN
C-004	152ND AVE N MILL AND OVERLAY PLAN
C-005	152ND AVE N MILL AND OVERLAY PLAN

THIS PLAN SET CONTAINS 7 SHEETS



ONE CARLSON PARKWAY  
SUITE 100  
PLYMOUTH, MN  
PHONE: 763-479-4200  
FAX: 763-479-4242

CLIENT:



DAYTON 2024 MILL AND  
OVERLAY IMPROVEMENTS

DAYTON, MN

PROJECT TITLE:

ISSUE NO.:

DESCRIPTION:

DATE:

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

LICENSE NO.:

DATE:

PROJECT NO.: 193806768

DWN BY: JJE CHKD BY: NMF APP'D BY: MJS

ISSUE DATE: 02/21/2024

ISSUE NO.: 0

SHEET TITLE:

COVER SHEET

SHEET NO.:

33 G-001

## SECTION 00 11 13 ADVERTISEMENT FOR BIDS

### NOTICE TO CONTRACTORS

Electronic Bid Proposals will be received by the City of Dayton, Minnesota, on the QuestCDN.com website via the VirtuBid electronic bidding application. Only electronic bids will be accepted for this project. Bids will be received on the QuestCDN.com website, until 10:00 A.M., CDT, on Tuesday, March 19, 2024, at which time they will be opened electronically and reviewed for the furnishing of all labor, materials, and all else necessary for the following:

### **2024 DAYTON MILL AND OVERLAY IMPROVEMENTS**

The work, in accordance with Drawings and Specifications prepared by Stantec Consulting Services Inc., consists of the following major items of work and approximate quantities:

12500 Sq Yds	Mill Bituminous Surface
1600 Tons	Asphalt Pavement

Together with selective demolition, traffic control, driveway repair, erosion control, seeding, and other related appurtenances.

Each bid proposal shall be accompanied by a "Bid Security" in the form of a certified check made payable to the "City of Dayton" (OWNER) in the amount not less than five percent (5%) of the total bid, or a surety bond in the same amount, running to the OWNER, with the surety company thereon duly authorized to do business in the State of Minnesota. Such Bid Security to be a guarantee that the bidder will not, without the consent of the OWNER, withdraw their bid for a period of sixty (60) days after the opening of bids, and if awarded a contract, will enter into a contract with the OWNER; and the amount of the certified check will be retained or the bond enforced by the OWNER in case the bidder fails to do so. All bid securities except those of the three lowest bidders will be returned within five days after the opening of bids.

*Eligible Bidders for this project must meet the Minimum Criteria as defined in the Section 00 45 49 Responsible Contractor Law in accordance with Minnesota Statutes § 16C.285, subdivision 3, and additional criteria required by the OWNER.*

Bid Proposals shall be submitted on forms furnished for that purpose. Bids shall be submitted electronically through the QuestCDN website in accordance with the Instructions to Bidders. No bidder shall withdraw their bid, without the consent of the OWNER, for the period of days indicated above after the date for the opening thereof. The OWNER, however, reserves the right to reject any or all bids and to waive any minor irregularities, informalities or discrepancies. A work history detailing qualifications and past experience must be provided upon request.

The Project Manual is available on QuestCDN ([www.questcdn.com](http://www.questcdn.com)). You may download the digital plan documents for a fee by inputting **Quest Project #8992866** on the website's project search page. Please contact QuestCDN at 952-233-1632 or

Direct inquiries to Mark Schroeder at (651) 395-5216 or [mark.schroeder@stantec.com](mailto:mark.schroeder@stantec.com) or Nick Findley at (651) 334-0653 or [nick.findley@stantec.com](mailto:nick.findley@stantec.com).

Jason Quisberg, City Engineer  
City of Dayton/Stantec Consulting Services, Inc.

**PUBLISHED:** QuestCDN.com: February 28, 2024  
Dayton-Champlin Press: March 7, 2024



**PRESENTER:** Marty Farrell

**ITEM:** Approval of Quote from RMS for purchase of a Tack Trailer for \$22,099



**PREPARED BY:** Marty Farrell

**POLICY DECISION / ACTION TO BE CONSIDERED:** Purchase of a Tack Trailer.

**BACKGROUND:** Staff has included a Tack Trailer on the 2024 CIP, this piece of equipment is required to improve efficiency of the Road patching operation for the maintenance crew. Currently the Tack is applied from a 50 gallon tank on the Patch box that we recently purchased for the Hook Truck. Our current workflow has a crew ahead of the Tar Box cleaning the repair area. Then Tack is applied from the patch box and the Asphalt shoveled into the pothole or patch then the crew moves to the next spot while the patch is rolled. The Tack Trailer will allow us to clean the pothole or patch area, and apply the bonding agent ahead of the Tar box meaning that we can keep the operation moving swiftly and efficiently with less down time waiting for Tack to be applied before we can fill the pothole. It will also mean less down time when the box has to replenish the Asphalt. The Tack trailer holds 150 gallons of tack so this will reduce the number of times Staff has to refill the Tack container at the plant.

**CRITICAL ISSUES:** Road maintenance efficiency and productivity

**BUDGET IMPACT:** CIP budgeted \$20,000 for 2024, the unit proposed is over budget by \$2,099.

**RECOMMENDATION:** To approve the purchase of the Tack Trailer from RMS for \$22099.

**ATTACHMENT(S):** Cost comparison sheet, quotes Ruffridge Johnson and RMS.



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**RUFFRIDGE JOHNSON EQUIPMENT COMPANY, INC**  
Centerville, MN 612-378-9558 [www.rjequip.com](http://www.rjequip.com)

January 23, 2024

City of Dayton  
Dayton, MN

We are pleased to provide the following 2024 MN State Contract P-961(5) Quote:

***New 2024 Cimline Model K2 tack trailer with:***

- \*250 gallon emulsion tank
- \*Propane heat
- \*Solvent tank
- \*Waste tank
- \*Honda gas engine, recoil start
- \*Spray wand with valve
- \*Pintle hitch

***Price FOB Centerville, MN ..... \$23,500.00***

***Available Options:***

***Optional 8 foot folding manual spray bar, add \$2,850.00***  
***Electric Start.....add \$2,500.00***  
***Hour Meter.....add \$ 350.00***  
***10lbs Fire Extingisher.....add \$ 600.00***  
***Tool Box.....add \$ 550.00***

***Any applicable taxes not included in price***



**RMS Rentals**  
Savage, Minnesota

Quote #: mo1-0390  
2/21/2024 11:28 AM  
Page 1 of 4  
612-251-6633  
maliao@rmseq.com

Billing Address:  
CITY OF DAYTON DAYTO001  
16471 S DIAMOND LAKE RD  
DAYTON MN 55327  
Main Phone# 7634274589  
Contact: Dan Dehn  
Email: ddehn@cityofdaytonmn.com

Shipping Address:  
02 - RMS RENTALS Store  
12520 QUENTIN AVE S  
SAVAGE MN 55378

**2023 LEEBOY MODEL L150T TRAILER S/N 150-421982, STOCK # 064863**

**\$22,099.00**

Equipped as follows:

Gas Pull start  
LP Burner  
Standard Tank  
Overnight Heat

**Sub Total:**

**\$22,099.00**

**Total Selling Price:**

**\$22,099.00**

Leeboy Standard 24 month/2,000 Hour Warranty, Whichever Occurs First

Unit in stock and ready to ship

On behalf of Road Machinery & Supplies Co., thank you for this opportunity to quote.

Sincerely,

Malia Oesterreich  
Territory Manager

*\* Subject to all applicable taxes. This proposal is good for 30 days and subject to availability. Pricing is subject to change without notice.*

**PRESENTER:** Marty Farrell

**ITEM:** Approval of Quote from Midwest Machinery for purchase of a John Deere Gator and plow package for \$43,621.18



**PREPARED BY:** Marty Farrell

**POLICY DECISION / ACTION TO BE CONSIDERED:** Purchase of a JD Gator, plow package and ball field drag.

**BACKGROUND:** Staff has included a JD Gator and Ball field drag on the 2024 CIP, this piece of equipment is to supplement our utility vehicles we currently have a 2009 TORO Workman that was purchased used, this has been used primarily for dragging ballfields, recently it has been functioning as a vehicle for spot spraying weeds, and the Zamboni for ice grooming. The new piece of equipment will add flexibility and additional functionality this unit will not need to be loaded onto a trailer and hauled to the work site freeing up a truck and trailer, it will add additional snow plowing capacity for trail maintenance, watering trees in spots the water truck cannot easily access, park maintenance such as irrigation system repairs, ball field maintenance, landscape maintenance where you can have your tools and equipment in the box and drive into the parks and landscaped areas without damaging the turf etc.

**CRITICAL ISSUES:** Mowing efficiency and flexibility

**BUDGET IMPACT:** CIP budgeted \$45,000 for 2024, PW is fabricating the ball field drag for this vehicle saving approximately \$2000, total cost for Gator, plow, and drag is \$46,621.18 under budget by \$3,378.82.

**RECOMMENDATION:** To approve the purchase of the JD Gator and plow package for \$43,621.18.

**ATTACHMENT(S):** Cost comparison sheet, quotes MN Equipment, RDO, and Midwest Machinery.

## 2024 John Deere Gator Price Comparison

2024 John Deere Gator Price Comparison					
	CIP BUDGET	MN Equipment	RDO	Midwest Machinery	
Base Price		\$ 39,169.98	\$ 43,856.65	\$	38,626.18
Plow Package		\$ 5,500.00	\$ 5,238.06	\$	4,995.00
TOTAL	\$ 50,000.00	\$ 44,669.98	\$ 49,094.71	\$	43,621.18
Ballfield Drag PW fabrication costs		\$ 3,000.00			
TOTAL PURCHASE PRICE	\$ 46,621.18				
UNDER BUDGET BY	\$ 3,378.82				



**Quote Id:** 29632978

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**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Minnesota Equipment, Inc.  
13725 Main Street  
Rogers, MN 55374  
763-428-4107  
rogerssales@mnequip.com

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Prepared For:

**CITY OF DAYTON**



**Proposal For:**

**Delivering Dealer:**

Shane Fisher

Minnesota Equipment, Inc.  
13725 Main Street  
Rogers, MN 55374

763-428-4107  
rogerssales@mnequip.com

**Quote Prepared By:**

Shane Fisher  
763-204-1171  
shanefisher@mnequip.com




**ALL PURCHASE ORDERS MUST BE MADE OUT  
TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT  
TO DELIVERING DEALER:**

Minnesota Equipment, Inc.  
13725 Main Street  
Rogers, MN 55374  
763-428-4107  
rogerssales@mnequip.com

**Quote Summary**
**Prepared For:**

CITY OF DAYTON  
12260 S DIAMOND LAKE RD  
DAYTON, MN 55327  
Business: 763-427-4589  
MFARRELL@CITYOFDAYTONMN.COM

**Delivering Dealer:**

**Minnesota Equipment, Inc.**  
Shane Fisher  
13725 Main Street  
Rogers, MN 55374  
Phone: 763-428-4107  
Mobile: 763-204-1171  
shanefisher@mnequip.com

**Quote ID:** 29632978

**Created On:** 18 September 2023

**Last Modified On:** 14 February 2024

**Expiration Date:** 30 November 2023

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE GATOR™ XUV835R (Model Year 2024) with Sprayer AND WEIGHTS FOR 4066R TRACTOR <b>Contract:</b> Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70) <b>Price Effective Date:</b> January 22, 2024	\$ 39,169.98 X	1 =	\$ 39,169.98
WESTERN 6'6" UTV PLOW INSTALLED <b>Contract:</b> Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70) <b>Price Effective Date:</b>	\$ 5,500.00 X	1 =	\$ 5,500.00
<b>Equipment Total</b>			<b>\$ 44,669.98</b>

\* Includes Fees and Non-contract items

**Quote Summary**

Equipment Total \$ 44,669.98

Trade In

SubTotal **\$ 44,669.98**

Est. Service \$ 0.00

Agreement Tax

Total \$ 44,669.98

Down Payment (0.00)

Rental Applied (0.00)





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**ALL PURCHASE ORDERS MUST BE MADE OUT  
TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

---

**ALL PURCHASE ORDERS MUST BE SENT  
TO DELIVERING DEALER:**

Minnesota Equipment, Inc.  
13725 Main Street  
Rogers, MN 55374  
763-428-4107  
rogerssales@mnequip.com

---

**Balance Due****\$ 44,669.98**



## Selling Equipment

Quote Id: 29632978      Customer Name: CITY OF DAYTON

ALL PURCHASE ORDERS MUST BE MADE OUT  
TO (VENDOR):

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT  
TO DELIVERING DEALER:

Minnesota Equipment, Inc.  
13725 Main Street  
Rogers, MN 55374  
763-428-4107  
rogerssales@mnequip.com

### JOHN DEERE GATOR™ XUV835R (Model Year 2024) with Sprayer AND

Hours:

Stock Number:

Contract: Sourcewell Grounds Maintenance 031121-DAC  
(PG NB CG 70)

Selling Price \*  
\$ 39,169.98

Price Effective Date: January 22, 2024

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
574EM	GATOR™ XUV835R (Model Year 2024)	1	\$ 33,749.00	14.00	\$ 4,724.86	\$ 29,024.14	\$ 29,024.14
<b>Standard Options - Per Unit</b>							
182A	Less AutoTrac™/GreenStar™ Harness	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
183B	Less JDLink™ Hardware	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
0202	United States	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
0505	Build To Order	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
1062	27" Predator Heavy-Duty all-terrain radial tires on 14" Yellow Alloy Wheels	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
1950	Less Application	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
2032	Split Bench Seat - Stone Cloth	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
2350	Park Position in Transmission	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
2500	Green and Yellow	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
3003	Cargo Box with Spray In Liner, Brake, and Tail Lights	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
3101	Cargo Box Power Lift	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
4022	Full Door with Side Mirrors	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
4066	Premium HVAC Cab with Green Roof	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
5007	Premium Protection Package	1	\$ 1,180.00	14.00	\$ 165.20	\$ 1,014.80	\$ 1,014.80
6349	Less Winch	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Standard Options Total</b>			<b>\$ 1,180.00</b>		<b>\$ 165.20</b>	<b>\$ 1,014.80</b>	<b>\$ 1,014.80</b>

**Technology Options/Non-Contract/Open Market**



## Selling Equipment

Quote Id: 29632978      Customer Name: CITY OF DAYTON

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Minnesota Equipment, Inc.  
13725 Main Street  
Rogers, MN 55374  
763-428-4107  
rogerssales@mnequip.com

1	BLUETOOTH RADIO	1	\$ 380.00	14.00	\$ 53.20	\$ 326.80	\$ 326.80
BM26185	BEACON LIGHT KIT	1	\$ 325.00	14.00	\$ 45.50	\$ 279.50	\$ 279.50
1880	Less Receiver	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
1900	Less Display	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
1	air intake snorkel kit	1	\$ 245.00	0.00	\$ 0.00	\$ 245.00	\$ 245.00
<b>Technology Options Total</b>			<b>\$ 950.00</b>		<b>\$ 98.70</b>	<b>\$ 851.30</b>	<b>\$ 851.30</b>
<b>Dealer Attachments/Non-Contract/Open Market</b>							
BUC10726	Speaker Kit, Base Radio	1	\$ 488.99	14.00	\$ 68.46	\$ 420.53	\$ 420.53
BUC11375	Rear Fender Flare	1	\$ 111.29	14.00	\$ 15.58	\$ 95.71	\$ 95.71
LP68194	90 Gallon Rate Control Sprayer	1	\$ 5,499.99	14.00	\$ 770.00	\$ 4,729.99	\$ 4,729.99
LP68195	Sprayer Conversion Kit	1	\$ 259.99	14.00	\$ 36.40	\$ 223.59	\$ 223.59
BUC10811	CAN Bridge Control Kit	1	\$ 566.03	14.00	\$ 79.24	\$ 486.79	\$ 486.79
BM26268	Front Attachment Harness (dash port)	1	\$ 169.06	14.00	\$ 23.67	\$ 145.39	\$ 145.39
BM26216	LED Work Lights (2 Lights)	2	\$ 453.69	14.00	\$ 63.52	\$ 780.34	\$ 780.34
BM26215	LED Driving Lights (2 Lights)	1	\$ 453.69	14.00	\$ 63.52	\$ 390.17	\$ 390.17
BUC10608	Front Turn Signal Light Kit	1	\$ 107.00	14.00	\$ 14.98	\$ 92.02	\$ 92.02
LVU32113	70# QUICK TATCH WEIGHT	8	\$ 114.40	0.00	\$ 0.00	\$ 915.20	\$ 915.20
<b>Dealer Attachments Total</b>			<b>\$ 9,478.62</b>		<b>\$ 1,198.89</b>	<b>\$ 8,279.73</b>	<b>\$ 8,279.73</b>
<b>Value Added Services Total</b>			<b>\$ 0.00</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Total Selling Price</b>			<b>\$ 45,357.62</b>		<b>\$ 6,187.65</b>	<b>\$ 39,169.97</b>	<b>\$ 39,169.97</b>

### WESTERN 6'6" UTV PLOW INSTALLED

**Equipment Notes:**

Hours: 0

**Stock Number:**

**Selling Price \***

**Contract:** Sourcewell Grounds Maintenance 031121-DAC  
(PG NB CG 70)

**\$ 5,500.00**

**Price Effective Date:**

\* Price per item - includes Fees and Non-contract items

**JOHN DEERE**

## Selling Equipment

**Quote Id:** 29632978      **Customer Name:** CITY OF DAYTON

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Minnesota Equipment, Inc.  
13725 Main Street  
Rogers, MN 55374  
763-428-4107  
rogerssales@mnequip.com

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1		1	\$ 5,500.00	0.00	\$ 0.00	\$ 5,500.00	\$ 5,500.00
<b>Total Selling Price</b>			<b>\$ 5,500.00</b>		<b>\$ 0.00</b>	<b>\$ 5,500.00</b>	<b>\$ 5,500.00</b>


**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

RDO Equipment Co.  
2960 34th Street South  
Moorhead, MN 56560  
701-526-2200  
act-far@rdoequipment.com

**Quote Summary**
**Prepared For:**

CITY OF DAYTON  
12260 S DIAMOND LAKE RD  
DAYTON, MN 55327  
Business: 763-427-4589  
MFARRELL@CITYOFDAYTONMN.COM

**Delivering Dealer:**

**RDO Equipment Co.**  
Kipp Anderson  
2960 34th Street South  
Moorhead, MN 56560  
Phone: 701-526-2200  
ktanderson@rdoequipment.com

Sourcewell Account # 230054

**Quote ID:** 30318197

**Created On:** 02 February 2024

**Last Modified On:** 02 February 2024

**Expiration Date:** 03 March 2024

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE GATOR™ XUV835R (Model Year 2024)	\$ 43,856.65 X	1 =	\$ 43,856.65
<b>Contract:</b> Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)			
<b>Price Effective Date:</b> February 1, 2024			
<b>Equipment Total</b>			<b>\$ 43,856.65</b>

\* Includes Fees and Non-contract items

**Quote Summary**

Equipment Total	\$ 43,856.65
Trade In	
SubTotal	<b>\$ 43,856.65</b>
Est. Service Agreement Tax	\$ 0.00
Total	\$ 43,856.65
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 43,856.65</b>



## Selling Equipment

Quote Id: 30318197 Customer Name: CITY OF DAYTON

ALL PURCHASE ORDERS MUST BE MADE OUT  
TO (VENDOR):

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT  
TO DELIVERING DEALER:

RDO Equipment Co.  
2960 34th Street South  
Moorhead, MN 56560  
701-526-2200  
act-far@rdoequipment.com

### JOHN DEERE GATOR™ XUV835R (Model Year 2024)

Hours:

Stock Number:

Contract: Sourcewell Grounds Maintenance 031121-DAC  
(PG NB CG 70)

Selling Price \*  
\$ 43,856.65

Price Effective Date: February 1, 2024

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
574EM	GATOR™ XUV835R (Model Year 2024)	1	\$ 33,749.00	14.00	\$ 4,724.86	\$ 29,024.14	\$ 29,024.14
Standard Options - Per Unit							
182A	Less AutoTrac™/ GreenStar™ Harness	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
183B	Less JDLink™ Hardware	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
0202	United States	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
0505	Build To Order	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
1062	27" Predator Heavy-Duty all-terrain radial tires on 14" Yellow Alloy Wheels	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
1950	Less Application	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
2031	Split Bench Seat - Black Vinyl	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
2350	Park Position in Transmission	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
2500	Green and Yellow	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
3003	Cargo Box with Spray In Liner, Brake, and Tail Lights	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
3101	Cargo Box Power Lift	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
4022	Full Door with Side Mirrors	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
4066	Premium HVAC Cab with Green Roof	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
5007	Premium Protection Package	1	\$ 1,180.00	14.00	\$ 165.20	\$ 1,014.80	\$ 1,014.80
6349	Less Winch	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 1,180.00		\$ 165.20	\$ 1,014.80	\$ 1,014.80
Technology Options/Non-Contract/Open Market							



## Selling Equipment

Quote Id: 30318197      Customer Name: CITY OF DAYTON

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

RDO Equipment Co.  
2960 34th Street South  
Moorhead, MN 56560  
701-526-2200  
act-far@rdoequipment.com

1880	Less Receiver	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
1900	Less Display	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Technology Options Total</b>			<b>\$ 0.00</b>		<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Dealer Attachments/Non-Contract/Open Market</b>							
LP68194	90 Gallon Rate Control Sprayer	1	\$ 5,774.99	14.00	\$ 808.50	\$ 4,966.49	\$ 4,966.49
BUC10811	CAN Bridge Control Kit	1	\$ 605.65	14.00	\$ 84.79	\$ 520.86	\$ 520.86
BM26268	Front Attachment Harness (dash port)	1	\$ 180.89	14.00	\$ 25.32	\$ 155.57	\$ 155.57
BM26216	LED Work Lights (2 Lights)	1	\$ 485.45	14.00	\$ 67.96	\$ 417.49	\$ 417.49
BM26215	LED Driving Lights (2 Lights)	1	\$ 485.45	14.00	\$ 67.96	\$ 417.49	\$ 417.49
BUC10608	Front Turn Signal Light Kit	1	\$ 114.49	14.00	\$ 16.03	\$ 98.46	\$ 98.46
Open Market	Base Radio Kit BUC10619	1	\$ 1,224.09	0.00	\$ 0.00	\$ 1,224.09	\$ 1,224.09
Open Market	Radio Head Unit SWJHD62 Bluetooth and Phone	1	\$ 289.99	0.00	\$ 0.00	\$ 289.99	\$ 289.99
Open Market	Air Intake Snorkel Kit	1	\$ 165.00	0.00	\$ 0.00	\$ 165.00	\$ 165.00
Open Market	Beacon Light Kit BM26185	1	\$ 324.21	0.00	\$ 0.00	\$ 324.21	\$ 324.21
Open Market	WESTERN PLOWS IMPACTHD6V	1	\$ 5,238.06	0.00	\$ 0.00	\$ 5,238.06	\$ 5,238.06
<b>Dealer Attachments Total</b>			<b>\$ 14,888.27</b>		<b>\$ 1,070.56</b>	<b>\$ 13,817.71</b>	<b>\$ 13,817.71</b>
<b>Value Added Services Total</b>			<b>\$ 0.00</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Total Selling Price</b>			<b>\$ 49,817.27</b>		<b>\$ 5,960.62</b>	<b>\$ 43,856.65</b>	<b>\$ 43,856.65</b>





## Extended Repair Plan Proposal

## PowerGard™ Protection Plan Residential

**Date :** February 2, 2024

### Machine/Use Information

### Plan Description

### Price

Manufacturer **JOHN DEERE**

Plan Type:

Deductible:

Equipment Type GATOR, 835R  
HVAC U&P

Coverage:

Quoted Price \$ 0.00

Model GATOR, 835R  
HVAC U&P

Total Months:

Total Hours:

THIS PROPOSAL IS VALID FOR 30-DAYS FROM DATE ISSUED. GRACE pricing is offered only early during the Deere basic warranty period and has no surcharges. After this period, DELAYED PURCHASE pricing (surcharged) is offered later during the John Deere Basic Warranty. Many PowerGard quotes presented in the Delayed Purchase Period will require inspection/certification process and must also pass fluid testing. The Total Months and Total Hours listed above include the John Deere Basic Warranty terms (24 months / 2000 hours on Tractors, 24 months on Golf & Turf Products, 12 months for all AG Harvesting and Sprayer equipment, and 12 months/1000 hours on most Gator Utility Vehicles). "Limited" Plan coverage = Engine & Powertrain only. "Comprehensive" Plan coverage = Full Machine.

**Proposal Prepared for:**

*I have been offered this coverage and*

Customer Name - Please Print

☐ **I ACCEPT** the Residential plan

☒ **I DECLINE** the Residential plan

Customer Signature

*If declined, I fully understand that my equipment listed above is not covered for repair expenses due to component failures beyond the original basic warranty period provided by John Deere.*

**Note :** This is not a contract. For specific PowerGard™ Protection plan Residential coverage, please refer to the terms and conditions on John Deere's public website([www.JohnDeere.com](http://www.JohnDeere.com)) under Services & Support >Warranty > Extended Warranties > PowerGard protection plan Residential.

### PowerGard™ Protection Plan Residential (Residential plan) is:

The PowerGard™ Protection Plan Residential is an extended repair plan that provides parts and labor coverage up to four years beyond the manufacturer's warranty. It is available on all riding lawn equipment, zero-turn radius mowers, utility vehicles, utility tractors and compact utility tractors. Your John Deere equipment will be in the hands of qualified, certified technicians from John Deere dealers using Genuine John Deere Parts.

### Not covered under a Residential plan:

Residential plans do not cover routine maintenance services or items normally designed to be replaced by the purchaser due to normal wear and tear. They do not cover any product used for commercial or rental applications. They also do not cover repairs for damage from accident, misuse, fire, theft, or exposure to weather conditions such as lightning, hail, flood or water. See the actual PowerGard™ Protection Plan Residential Terms and Conditions for a complete listing of coverage, and limitations and conditions under the program.





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**Benefits of a Residential plan:**

- Offer the choice of adding up to 4 years of repair coverage beyond the machine's factory warranty.
- Do not require preapproval before repairs are made by the authorized John Deere dealership.
- Is transferable by the original purchaser for the balance of the original agreement period.
- Ensures higher resale value and makes equipment more marketable during sale or trade-in.
- Comprehensive Plans:
  - No deductibles and no out-of-pocket costs on covered repairs.
  - Free transportation for factory warranty and extended repair plan repairs for the term of the plan(Note:A surcharge may apply for machines located outside of the dealership's normal service area).
- Limited Powertrain Plans:
  - Low deductibles on covered repairs
  - Do not provide transportation coverage



**Quote Id:** 30329438

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**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Midwest Machinery Co.  
5845 Keats Avenue Sw  
Howard Lake, MN 55349  
320-543-2170  
sales@mmcjd.com

---

Prepared For:

**CITY OF DAYTON**



**MIDWEST**  
MACHINERY CO

**Proposal For:**

**Delivering Dealer:**

Saterbak David

Midwest Machinery Co.  
5845 Keats Avenue Sw  
Howard Lake, MN 55349

sales@mmcjd.com

**Quote Prepared By:**

Saterbak David  
dsaterbak@mmcjd.com


**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Midwest Machinery Co.  
5845 Keats Avenue Sw  
Howard Lake, MN 55349  
320-543-2170  
sales@mmcjd.com

**Quote Summary**
**Prepared For:**

CITY OF DAYTON  
12260 S DIAMOND LAKE RD  
DAYTON, MN 55327  
Business: 763-427-4589  
MFARRELL@CITYOFDAYTONMN.COM

**Delivering Dealer:**

Midwest Machinery Co.  
Saterbak David  
5845 Keats Avenue Sw  
Howard Lake, MN 55349  
Phone: 320-543-2170  
dsaterbak@mmcjd.com

**Quote ID:** 30329438

**Created On:** 05 February 2024

**Last Modified On:** 13 February 2024

**Expiration Date:** 29 February 2024

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE GATOR™ XUV835R (Model Year 2024)	\$ 38,301.18 X	1 =	\$ 38,301.18
2025 Turf Team Gator & Utility Vehicle Package: Service Special Performed Nov 1st - March 15th to receive \$50 Gift Card	\$ 325.00 X	1 =	\$ 325.00
<b>Contract:</b> Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)			
<b>Price Effective Date:</b> February 4, 2024			
<b>Sub Total</b>			<b>\$ 38,626.18</b>
2023 WESTERN 6FT V- BLADE 835/865 **DISPLAY** - 230120209473	\$ 4,995.00 X	1 =	\$ 4,995.00
<b>Contract:</b>			
<b>Price Effective Date:</b>			
<b>Equipment Total</b>			<b>\$ 43,621.18</b>

\* Includes Fees and Non-contract items

**Quote Summary**

Equipment Total \$ 43,621.18

Trade In

SubTotal **\$ 43,621.18**



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**ALL PURCHASE ORDERS MUST BE MADE OUT  
TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

---

**ALL PURCHASE ORDERS MUST BE SENT  
TO DELIVERING DEALER:**

Midwest Machinery Co.  
5845 Keats Avenue Sw  
Howard Lake, MN 55349  
320-543-2170  
sales@mmcjd.com

---

Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 43,621.18
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 43,621.18</b>



## Selling Equipment

Quote Id: 30329438 Customer Name: CITY OF DAYTON

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Midwest Machinery Co.  
5845 Keats Avenue Sw  
Howard Lake, MN 55349  
320-543-2170  
sales@mmcj.com

### JOHN DEERE GATOR™ XUV835R (Model Year 2024)

Hours:

Stock Number:

Contract: Sourcewell Grounds Maintenance 031121-DAC  
(PG NB CG 70)

Selling Price \*  
\$ 38,301.18

Price Effective Date: February 4, 2024

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
574EM	GATOR™ XUV835R (Model Year 2024)	1	\$ 33,749.00	14.00	\$ 4,724.86	\$ 29,024.14	\$ 29,024.14
<b>Standard Options - Per Unit</b>							
182A	Less AutoTrac™/GreenStar™ Harness	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
183B	Less JDLink™ Hardware	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
0202	United States	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
0505	Build To Order	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
1062	27" Predator Heavy-Duty all-terrain radial tires on 14" Yellow Alloy Wheels	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
1950	Less Application	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
2032	Split Bench Seat - Stone Cloth	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
2350	Park Position in Transmission	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
2500	Green and Yellow	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
3003	Cargo Box with Spray In Liner, Brake, and Tail Lights	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
3101	Cargo Box Power Lift	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
4022	Full Door with Side Mirrors	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
4066	Premium HVAC Cab with Green Roof	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
5007	Premium Protection Package	1	\$ 1,180.00	14.00	\$ 165.20	\$ 1,014.80	\$ 1,014.80
6349	Less Winch	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Standard Options Total</b>			<b>\$ 1,180.00</b>		<b>\$ 165.20</b>	<b>\$ 1,014.80</b>	<b>\$ 1,014.80</b>
<b>Technology Options/Non-Contract/Open Market</b>							



## Selling Equipment

Quote Id: 30329438 Customer Name: CITY OF DAYTON

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Midwest Machinery Co.  
5845 Keats Avenue Sw  
Howard Lake, MN 55349  
320-543-2170  
sales@mmcj.com

1880	Less Receiver	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
1900	Less Display	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Technology Options Total</b>			<b>\$ 0.00</b>		<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Dealer Attachments/Non-Contract/Open Market</b>							
BUC10726	Speaker Kit, Base Radio	1	\$ 503.66	14.00	\$ 70.51	\$ 433.15	\$ 433.15
BUC10567	Rear Fender Flare	1	\$ 94.38	14.00	\$ 13.21	\$ 81.17	\$ 81.17
BM22773	Tail Light Protectors	1	\$ 138.19	14.00	\$ 19.35	\$ 118.84	\$ 118.84
LP68194	90 Gallon Rate Control Sprayer	1	\$ 5,499.99	14.00	\$ 770.00	\$ 4,729.99	\$ 4,729.99
BM26216	LED Work Lights (2 Lights)	2	\$ 467.30	14.00	\$ 65.42	\$ 803.76	\$ 803.76
BUC10608	Front Turn Signal Light Kit	1	\$ 112.35	14.00	\$ 15.73	\$ 96.62	\$ 96.62
37M7469	Screw - SCREW, SLFTPG, METRIC THD, HEX WSHR	1	\$ 0.98	0.00	\$ 0.00	\$ 0.98	\$ 0.98
19M7865	Screw - SCREW, FLANGED, METRIC	1	\$ 1.28	0.00	\$ 0.00	\$ 1.28	\$ 1.28
UC27158	Bracket - BRACKET, MY20 XUV835 ENGINE INTAKE	1	\$ 20.75	0.00	\$ 0.00	\$ 20.75	\$ 20.75
M123593	Lock Nut - LOCK NUT, CLIP, M8 X 1.25	2	\$ 2.04	0.00	\$ 0.00	\$ 4.08	\$ 4.08
LVU32151	Hose - HOSE, AIR INTAKE	1	\$ 20.27	0.00	\$ 0.00	\$ 20.27	\$ 20.27
BUC11169	Air Intake Stack - AIR INTAKE STACK, XUV835/865 ENGINE	1	\$ 54.09	0.00	\$ 0.00	\$ 54.09	\$ 54.09
SWJHD62	Radio - AM/FM/ BLUETOOTH HANDSFREE RADIO	1	\$ 298.69	0.00	\$ 0.00	\$ 298.69	\$ 298.69
BM26268	Harness Kit - HARNESS KIT, DASH ATTACHMENT PORT	1	\$ 169.59	0.00	\$ 0.00	\$ 169.59	\$ 169.59
BUC10811	Control Kit - CONTROL KIT, CAN BRIDGE	1	\$ 548.98	0.00	\$ 0.00	\$ 548.98	\$ 548.98
LVU32113	Weight - WEIGHT, WEIGHT, 32KG QUIK TATCH	8	\$ 110.00	0.00	\$ 0.00	\$ 880.00	\$ 880.00
<b>Dealer Attachments Total</b>			<b>\$ 9,281.88</b>		<b>\$ 1,019.64</b>	<b>\$ 8,262.24</b>	<b>\$ 8,262.24</b>
<b>Value Added Services</b>							



## Selling Equipment

Quote Id: 30329438 Customer Name: CITY OF DAYTON

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Midwest Machinery Co.  
5845 Keats Avenue Sw  
Howard Lake, MN 55349  
320-543-2170  
sales@mmcj.com

2025 Turf Team Gator & Utility Vehicle Package: Service Special Performed Nov 1st - March 15th to receive \$50 Gift Card	1	\$ 325.00	\$ 325.00	\$ 325.00
Value Added Services		\$ 325.00	\$ 325.00	\$ 325.00
Total				
<b>Total Selling Price</b>		<b>\$ 44,210.88</b>	<b>\$ 5,909.70</b>	<b>\$ 38,301.18</b>
			<b>\$ 38,626.18</b>	

### 2023 WESTERN 6FT V- BLADE 835/865 \*\*DISPLAY\*\* - 230120209473

**Equipment Notes:**

Hours: 0

Stock Number: 566882

Selling Price \*

Contract:

\$ 4,995.00

Price Effective Date:

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
---	2023 WESTERN 6FT V-BLADE 835/865 **DISPLAY**	1	\$ 3,995.00	0.00	\$ 0.00	\$ 3,995.00	\$ 3,995.00
<b>Dealer Attachments/Non-Contract/Open Market</b>							
a	freight	1	\$ 300.00	0.00	\$ 0.00	\$ 300.00	\$ 300.00
b	Setup	1	\$ 700.00	0.00	\$ 0.00	\$ 700.00	\$ 700.00
	<b>Dealer Attachments Total</b>		<b>\$ 1,000.00</b>		<b>\$ 0.00</b>	<b>\$ 1,000.00</b>	<b>\$ 1,000.00</b>
<b>Total Selling Price</b>			<b>\$ 4,995.00</b>		<b>\$ 0.00</b>	<b>\$ 4,995.00</b>	<b>\$ 4,995.00</b>



**PRESENTER:** Marty Farrell

**ITEM:** Approval of Quote from Minnesota Equipment for purchase of a 96" mower for \$44,790.99



**PREPARED BY:** Marty Farrell

**POLICY DECISION / ACTION TO BE CONSIDERED:** Purchase of a 96" mower from Minnesota Equipment.

**BACKGROUND:** Staff has included a 96" mower on the 2024 CIP, this piece of equipment will augment our fleet of 60" and 72" mowers and bring additional efficiencies to our mowing schedule for areas in our newer parks with large green space areas, Elsie Stephens Park, the larger green space areas around the playground, walking trail and sledding hill at River Hills Park. Hayden Hills open play area. Sundance Greens Park. This mower can be trailered with our other mowers and get to areas where our other big mowers can't get to easily, as those mowers are self-propelled and do not fit a trailer. This mower is also lighter than our 16' mower which is an advantage when the fields are wet, leaving less rutting in the soft turf.



**CRITICAL ISSUES:** Mowing efficiency and flexibility

**BUDGET IMPACT:** CIP budgeted \$50,000 for 2024, actual cost of the wood chipper is \$44,790.99, slightly under budget.

**RECOMMENDATION:** To approve the purchase of the 96" mower from Minnesota Equipment for \$44,790.99.

**ATTACHMENT(S):** Cost comparison sheet, quotes from A1, Minnesota Equipment and Tri State.

<b>2024 96" Mower Purchase</b>				
Item Description	CIP Budget	A1 Quote ExMark	MN Equip Quote TORO	Tristate TORO
Base Unit		\$ 44,398.00	\$ 44,100.00	\$ 45,421.41
Options Package		\$ 520.00	\$ 690.99	\$ 688.25
	\$ 45,000.00	\$ 44,918.00	\$ 44,790.99	\$ 46,109.66
		\$ (82.00)	\$ (209.01)	\$ 1,109.66

## Q U O T A T I O N

PAGE: 1

A-1 OUTDOOR POWER, INC.  
 7630 Commerce Street  
 www.a1outdoorpower.com  
 Corcoran, MN 55340 USA  
 Phone #: (763)420-2748  
 Fax #: (763)420-2448

PHONE #: (763)427-3224 Ext: SHOP      DATE: 1/25/2024  
 CELL #: (612)751-8847      ORDER #: 1219165  
 ALT. #: (763)477-8086 Ext: MARK      STOMER #: 8293  
 P.O.#: MATT      CP: Tony M  
 TERMS: Net 30      LOCATION: 1  
 SALES TYPE: Quote      STATUS: Active

**BILL TO 8293**

CITY OF DAYTON  
 12260 SO DIAMOND LAKE RD  
 DAYTON, MN 55327

**SHIP TO**

CITY OF DAYTON  
 12260 SO DIAMOND LAKE RD  
 DAYTON, MN 55327

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
EXM	LZS88CDYM96RW0	LAZER DIESEL 37HP YANMAR 3TNV88C 96" ULTRA CUT DECK SUSP SEA	1	\$61,604.00	\$44,398.75	\$44,398.75
EXM	135-3445	KIT-GUARD, REAR	1	\$716.49	\$520.00	\$520.00
A1	100	SET-UP & SERVICED	1	\$0.00	\$0.00	\$0.00
A1	130	SPECIAL NON PROFIT BID \$'S APPLIED	1	\$0.00	\$0.00	\$0.00
EXM	INVOICE-BID	INVOICE - BID PROGRAM	1	\$0.00	\$0.00	\$0.00

THANK YOU, TONY !!

Quoted prices are subject to change.      THANK YOU FOR YOUR BUSINESS !!!

VISIT OUR WEBSITE [www.a1outdoorpower.com](http://www.a1outdoorpower.com) FOR CURRENT HOURS,      PARTS LOOK UP  
 LINKS, USED & NON-CURRENT EQUIPMENT SPECIALS

I AGREE TO THIS TRANSACTION x\_\_\_\_\_

Effective 1-1-24 Payments made using a credit card will incur a 3% surcharge fee that matches our processing cost of accepting the credit card. Customers that wish to pay with a credit card will see this fee in addition to their invoice total. In the event of a refund to the credit card, the 3% surcharge will not be returned.

SUBTOTAL:	<b>\$44,918.75</b>
TAX:	<b>\$0.00</b>
ORDER TOTAL:	<b><u>\$44,918.75</u></b>



Quote Id: 30312313

---

Prepared For:  
**CITY OF DAYTON**



Prepared By: **Shane Fisher**  
Minnesota Equipment, Inc.  
13725 Main Street  
Rogers, MN 55374  
Tel: 763-428-4107  
Mobile Phone: 763-204-1171  
Fax: 763-428-2700  
Email: [shanefisher@mnequip.com](mailto:shanefisher@mnequip.com)

Date: 01 February 2024

Offer Expires: 29 February 2024

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### Quote Summary

**Prepared For:**

CITY OF DAYTON  
 12260 S DIAMOND LAKE RD  
 DAYTON, MN 55327  
 Business: 763-427-4589  
 MFARRELL@CITYOFDAYTONMN.COM

**Prepared By:**

Shane Fisher  
 Minnesota Equipment, Inc.  
 13725 Main Street  
 Rogers, MN 55374  
 Phone: 763-428-4107  
 Mobile: 763-204-1171  
 shanefisher@mnequip.com

**Quote Id:** 30312313

**Created On:** 01 February 2024

**Last Modified On:** 02 February 2024

**Expiration Date:** 29 February 2024

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Equipment Summary	Selling Price	Qty	Extended
TORO 37HP YANMAR DIESEL 96" ZERO TURN MOWER	\$ 44,100.00 X	1 =	\$ 44,100.00
TORO 135-3445 REAR BUMPER GUARD	\$ 690.99 X	1 =	\$ 690.99
<b>Equipment Total</b>			<b>\$ 44,790.99</b>

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### Quote Summary

Equipment Total	\$ 44,790.99
DOT	\$ 0.00
Delivery	\$ 0.00
License	\$ 0.00
SubTotal	\$ 44,790.99
Est. Service Agreement Tax	\$ 0.00
Total	\$ 44,790.99
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 44,790.99</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



## Selling Equipment

Quote Id: 30312313

Customer: CITY OF DAYTON

TORO 37HP YANMAR DIESEL 96" ZERO TURN MOWER				
Hours:		0		
Stock Number:				
				<b>Selling Price</b>
				\$ 44,100.00
<b>Code</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Extended</b>
1		1	\$ 44,100.00	\$ 44,100.00
<b>Suggested Price</b>				<b>\$ 44,100.00</b>
<b>Customer Discounts</b>				
<b>Customer Discounts Total</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Total Selling Price</b>				<b>\$ 44,100.00</b>

TORO 135-3445 REAR BUMPER GUARD				
Hours:		0		
Stock Number:				
				<b>Selling Price</b>
				\$ 690.99
<b>Code</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Extended</b>
1		1	\$ 690.99	\$ 690.99
<b>Suggested Price</b>				<b>\$ 690.99</b>
<b>Customer Discounts</b>				
<b>Customer Discounts Total</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Total Selling Price</b>				<b>\$ 690.99</b>



**Sales • Service • Rentals • Parts**

www.tristatebobcat.com

Ship To: SAME AS BELOW

Invoice To: CITY OF DAYTON  
12260 DIAMOND LAKE RD  
DAYTON MN 55327-9655

**BURNSVILLE**  
1200 Highway 13 E  
Burnsville, MN 55337  
(952) 894-0894  
Fax (952) 894-5759

**LITTLE CANADA**  
71 Minnesota Avenue  
Little Canada, MN 55117  
(651) 407-3727  
Fax (651) 683-2476

**HUDSON**  
588 Outpost Circle  
Hudson, WI 54016  
(715) 531-0801  
Fax (715) 531-0805

**ST. CROIX FALLS**  
2018 US Highway 8  
St. Croix, Falls WI 54024  
(715) 557-6010  
Fax (715) 483-7095

Branch		
02 - Little Canada		
Date	Time	Page
02/02/2024	10:16:41 (O)	1
Account No.	Phone No.	Invoice No.
75853	7634274589	008586
Ship Via	Purchase Order	
	Salesperson	
	RJH	

**EQUIPMENT QUOTE • NOT AN INVOICE**

Description      \*\* Q U O T E \*\*      EXPIRY DATE: 03/31/2024      Amount

Stock #: ?      Serial #:      45421.41

1.) New 2024 Toro 7500-D Series "Bat-Wing" Mower  
Model #72098.....MSRP: \$62,221.11  
\*37.0 HP Tier 4 Yanmar 3TNV88C-DTR5 Liquid Cooled Diesel  
\*Horizon Technology Regeneration/Digital Report Center  
\*96-inch Overall Cutting Width  
\*48-inch Mid RD Hydraulic Turbo Force Deck  
\*Two 24-inch Wing RD Hydraulic Turbo Force Decks  
\*Fold Width of Unit for Trailering: 74.5-inches  
\*17.84 Cu. In. Hydro-Gear HGM-H Wheel Motors  
\*18cc Kanzaki KPS-18T Pumps  
\*Fuel Capacity: 12.5 Gallons  
\*Mulch Kit Included: Toro Part #135-2449  
\*5 Year 2000 Hour Warranty(First Two Years No Hour Limit)  
\*3 Year 2000 Hr Engine Warranty(First Two Years No Hr Limit)

\*\*\*\*\*WITH\*\*\*\*\*  
\*\*\*\*\*INDUSTRY LEADING\*\*\*\*\*  
\*\*\*\*\*SERVICE CHANGE INTERVALS\*\*\*\*\*

\*200 Hour Initial: 800 Hour Transmission  
\*200 Hour Initial: 400 Hour Engine  
\*200 Hour Initial: 400 Hour Gear Box

\*\*\*MTI STATE CONTRACT #224320

Stock #: ?      Serial #:      688.25  
Rear guard kit # 135-3445  
Includes hardware & Labor

Authorization: \_\_\_\_\_  
Matthew Meister  
City of Dayton

Subtotal: 46109.66  
Quote Total: 46109.66

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**PRESENTER:** Marty Farrell

**ITEM:** Well Head treatment pay application #4 from Magney Construction

**PREPARED BY:** Marty Farrell

**POLICY DECISION/ACTION TO BE CONSIDERED:** Payment of Pay Application #4.

**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 #4	\$475,489.08
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Total previous payments	\$666,726.18
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Total remaining Magney Contract budget	\$6,114,484.74
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Total remaining project budget	\$6,971,718.71
--------------------------------	----------------

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

**RECOMMENDATION:** Accept pay application from Magney Construction for \$475,489.08.

**ATTACHMENT(S):** Pay application #4



## 69

## APPLICATION FOR PAYMENT

## Approved Change Orders

NET CHANGE  
BY CHANGE ORDERS

The undersigned Contractor

By:

David F. Johnson

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

(Line 8 or other - attach explanation of other amount)

(Engineer)

(Line 8 or other - attach explanation of other amount)

Approved by: \_\_\_\_\_  
(City of Dayton)

Approved by: \_\_\_\_\_  
Funding Agency (if applicable)

ECJCDC No. C-620 (2002 Edition)  
Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Schedule of Values For:

Dayton, MN - Filtration Plant Wells 4 & 5

Submitted By:

Magnay Construction, Inc.

Consulting Engineer: Black & Veatch

Project No.: 414098

Contract No.:

General Contractor: Magnay Construction, Inc.

Date of Application:

2/1/2024

Application No.: 04

Work Completed Through:

2/1/2024

ITEM	Spec Section	Description of Work	Scheduled Value	C	D	E	F	% Complete	G	H
				From Previous Application (C+D)	THIS PERIOD	Materials Presently stored (not in column D)	Total Completed and Stored to Date (C+D+E)		Balance to Finish	Retainage (5%)
01000		Mobilization	\$ 220,100.00	\$ 110,050.00			\$ 110,050.00	50%	\$ 110,050.00	\$ 5,502.50
01001		General Conditions	\$ 390,600.00	\$ 47,556.00	\$ 30,000.00		\$ 77,556.00	20%	\$ 313,044.00	\$ 3,877.80
01002		Supervision	\$ 178,000.00	\$ 31,100.00	\$ 25,000.00		\$ 56,100.00	32%	\$ 121,900.00	\$ 2,805.00
01003		Bond & Insurance	\$ 78,900.00	\$ 78,900.00			\$ 78,900.00	100%	\$ -	\$ 3,945.00
02050		Selective Site Demolition	\$ 17,200.00	\$ -			\$ -	0%	\$ 17,200.00	\$ -
02100		Clearing & Grubbing	\$ 9,800.00	\$ 9,800.00			\$ 9,800.00	100%	\$ -	\$ 490.00
02202		Excavation & Backfill	\$ 252,100.00	\$ 110,246.31			\$ 110,246.31	44%	\$ 141,853.69	\$ 5,512.32
02203		Earth Retention System	\$ 68,700.00	\$ 68,700.00			\$ 68,700.00	100%	\$ -	\$ 3,435.00
02512		Asphalt Pavement	\$ 22,000.00	\$ -			\$ -	0%	\$ 22,000.00	\$ -
02600		Site Utilities	\$ 220,000.00	\$ 8,580.00			\$ 8,580.00	4%	\$ 211,420.00	\$ 423.00
02900		Finish Grade	\$ 12,500.00	\$ -			\$ -	0%	\$ 12,500.00	\$ -
02930		Seeding & Sodding	\$ 6,000.00	\$ -			\$ -	0%	\$ 6,000.00	\$ -
03300		Concrete Reinforcement	\$ 282,700.00	\$ 104,613.65	\$ 71,828.78		\$ 176,442.43	62%	\$ 106,257.57	\$ 8,822.12
03300		Cast-in-Place Concrete	\$ 736,400.00	\$ 66,470.37	\$ 294,650.00		\$ 361,120.37	49%	\$ 375,279.63	\$ 18,056.02
04200		Masonry	\$ 326,000.00	\$ -			\$ -	0%	\$ 326,000.00	\$ -
05000		Metal Framing & Misc. Metals	\$ 201,100.00	\$ -		\$ 6,031.28	\$ 6,031.28	3%	\$ 195,068.72	\$ 301.56
06100		Rough Carpentry	\$ 22,300.00	\$ -		\$ 12,288.46	\$ 12,288.46	55%	\$ 10,011.54	\$ 614.42
07185		Masonry Water Repellent Coating	\$ 8,000.00	\$ -		\$ -	\$ -	0%	\$ 8,000.00	\$ -
07200		Thermal Insulation	\$ 18,900.00	\$ -		\$ -	\$ -	0%	\$ 18,900.00	\$ -
07210		Fluid Applied Membrane Air Barrier	\$ 15,300.00	\$ -		\$ -	\$ -	0%	\$ 15,300.00	\$ -
07415		Standing-Seam Metal Roofing	\$ 107,000.00	\$ -		\$ 2,500.00	\$ 2,500.00	2%	\$ 104,500.00	\$ 125.00
07900		Joint Sealants	\$ 11,500.00	\$ -		\$ -	\$ -	0%	\$ 11,500.00	\$ -
08115		FRP Doors & Frames	\$ 40,500.00	\$ -		\$ -	\$ -	0%	\$ 40,500.00	\$ -
8120		Flush Aluminum Frames	\$ 15,500.00	\$ -		\$ -	\$ -	0%	\$ 15,500.00	\$ -
08305		Access Doors & Hatches	\$ 17,300.00	\$ -		\$ -	\$ -	0%	\$ 17,300.00	\$ -
08800		Glass & Glazing	\$ 3,500.00	\$ -		\$ -	\$ -	0%	\$ 3,500.00	\$ -
09940		Painting / Coatings	\$ 103,100.00	\$ -		\$ -	\$ -	0%	\$ 103,100.00	\$ -
10200		Louvers	\$ 3,500.00	\$ -		\$ -	\$ -	0%	\$ 3,500.00	\$ -
11150		Submersible Pumps	\$ 42,000.00	\$ -		\$ -	\$ -	0%	\$ 42,000.00	\$ -
11270		Horizontal Pressure Filters	\$ 2,204,240.00	\$ -		\$ -	\$ -	0%	\$ 2,204,240.00	\$ -
11271		Regenerative Blower	\$ 78,700.00	\$ -		\$ -	\$ -	0%	\$ 78,700.00	\$ -
11370		Floating Decanters	\$ 95,000.00	\$ -		\$ -	\$ -	0%	\$ 95,000.00	\$ -
11530		Static Mixer	\$ 25,000.00	\$ -		\$ -	\$ -	0%	\$ 25,000.00	\$ -
11630		Compressed Air Equipment	\$ 50,000.00	\$ -		\$ -	\$ -	0%	\$ 50,000.00	\$ -
14621		Memorial Chain Hoists	\$ 16,510.00	\$ -		\$ -	\$ -	0%	\$ 16,510.00	\$ -
15010		Valves	\$ 56,600.00	\$ -		\$ 48,382.70	\$ 48,382.70	85%	\$ 8,217.30	\$ 2,419.14
15061		Process Pipe & Fittings	\$ 384,500.00	\$ 64,960.70	\$ 9,833.60	\$ 48,382.70	\$ 74,794.30	19%	\$ 309,705.70	\$ 3,739.72

15064	Stainless Steel Pipe	\$	24,000.00	\$	-				\$	24,000.00	\$	-
15250	Mechanical Insulation	\$	5,040.00	\$	-				\$	5,040.00	\$	-
15400	Plumbing - General Conditions	\$	11,820.00	\$	-				\$	11,820.00	\$	-
15400.1	Plumbing - Permits/Inspections	\$	2,595.00	\$	-				\$	2,595.00	\$	-
15400.2	Plumbing - Below Grade Piping & Fixtures	\$	17,015.00	\$	-				\$	17,015.00	\$	-
15400.3	Plumbing - Above Grade Waste & Vent	\$	6,975.00	\$	-				\$	6,975.00	\$	-
15400.4	Plumbing - Gas Piping	\$	8,260.00	\$	-				\$	8,260.00	\$	-
15400.5	Plumbing - Water Piping & Fixtures Above Grade	\$	22,835.00	\$	-				\$	22,835.00	\$	-
15500	HVAC - General Conditions	\$	8,955.00	\$	-				\$	8,955.00	\$	-
15500.1	HVAC - Test & Balance	\$	770.00	\$	-				\$	770.00	\$	-
15500.2	HVAC - Ductwork Insulation	\$	1,650.00	\$	-				\$	1,650.00	\$	-
15500.3	HVAC - Controls	\$	28,500.00	\$	-				\$	28,500.00	\$	-
15500.4	HVAC - Ductwork Labor	\$	4,500.00	\$	-				\$	4,500.00	\$	-
15500.5	HVAC - Ductwork Material	\$	11,000.00	\$	-				\$	11,000.00	\$	-
15500.6	HVAC - Equipment Labor	\$	16,600.00	\$	-				\$	16,600.00	\$	-
15500.7	HVAC - Equipment Material	\$	3,100.00	\$	-				\$	3,100.00	\$	-
15500.8	HVAC - Refrigerant Piping Labor	\$	750.00	\$	-				\$	750.00	\$	-
15500.9	HVAC - Refrigerant Piping Material	\$	25,085.00	\$	840.00				\$	26,633.00	\$	42.00
16050	Electrical - General Conditions & Temp Power	\$	20,000.00	\$	-				\$	20,000.00	\$	-
16050.1	Electrical - Electrical Work	\$	15,000.00	\$	-				\$	15,000.00	\$	-
16050.2	Electrical - Electrical Equipment Installation	\$	11,360.00	\$	-				\$	11,360.00	\$	-
16050.3	Electrical - Lighting Protection	\$	401,707.00	\$	-				\$	401,707.00	\$	-
16050.4	Electrical - Control Systems	\$	7,256,700.00	\$	701,817.03	\$	431,312.38	\$	69,202.44	1,202,331.85	\$	17%
16050.5	Electrical - Control Systems	\$	7,256,700.00	\$	701,817.03	\$	431,312.38	\$	69,202.44	1,202,331.85	\$	17%
	TOTALS	\$	7,256,700.00	\$	701,817.03	\$	431,312.38	\$	69,202.44	1,202,331.85	\$	17%

**ITEM:** Firefighter Resignations

**PREPARED BY:** Fire Chief Gary Hendrickson

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

Accept resignations from Lieutenant Matt Hackman and Probationary Firefighter Brandon Lueder.

**BACKGROUND:**

The Dayton Fire Department wishes Lieutenant Matt Hackman and Probationary Firefighter Brandon Lueder success as they pursue other opportunities.

**CRITICAL ISSUES:**

N/A

**RECOMMENDATION:**

Approve the resignations of Lieutenant Matt Hackman and Probationary Firefighter Brandon Lueder.

**ATTACHMENT(S):**

Resignation Letters

**From:** [Brandon](#)  
**To:** [Gary Hendrickson](#)  
**Cc:** [Kevin Astrup](#)  
**Subject:** B. Lueder  
**Date:** Thursday, February 22, 2024 9:42:04 AM

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

Chief:

This is to formally notify you that I ended my employment with the City of Dayton - Fire Department, effective February 21, 2024.

All department-issued equipment (shirts, jacket, turnout gear, key fobs, and pager) has been returned to my cubby at station 2.

Thanks again for allowing me an attempt at the challenging opportunity.

Brandon C. Lueder

Matt Hackman

17634 51<sup>st</sup> St NE

Otsego, MN 55374

Hackman.matt@gmail.com

(763) 442-3489

2/22/2024

Gary Hendrickson, Fire Chief

Dayton Fire Department

12260 S Diamond Lake Rd

Dayton, MN 55327

Dear Gary Hendrickson,

I am writing to formally submit my resignation from my position as Lieutenant at Dayton Fire Department, effective February 22<sup>nd</sup>, 2024.

I am grateful for the experiences and growth that being a part of this department has afforded me. This resignation is in no way a reflection of or related to anything or anyone involved with the Dayton Fire Department or the City of Dayton. This resignation is solely due to a relocation related to advancement within my daytime career. I have full faith in the department's leadership to continue to effectively service the needs of the City of Dayton.

I want to express my sincere appreciation to the entire Dayton Fire Department team for the support, camaraderie, and dedication to serving our community. It has been an honor to work alongside such dedicated professionals.

Thank you once again for the opportunities and experiences at Dayton Fire Department. I wish the department continued success in its mission to serve the community.

Respectfully,

Matt Hackman

**ITEM:**

Adopt Ordinance 2024-03 – Unmanned Aerial Devices Operation and Use

**PREPARED BY:**

Zach Doud, City Administrator

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

Adopt Ordinance 2024-03 – Operation of Unmanned Aerial Vehicles

**BACKGROUND:**

An Ordinance establishing the use of Unmanned Aerial Devices allows City Staff to be able to provide protection to residents and businesses who may have an invasion of privacy related to the use of such devices. As more and more Unmanned Aerial Devices (Drones) are being used today, it is important that City Staff stays vigilant to these changes by staying ahead of any issues that may arise due to the use of drones.

The City attorney drafted this ordinance and it was reviewed by Police Chief Enga and is acceptable in form for both of those individuals.

**ACTION:**

Adopt Ordinance 2024-03; Unmanned Aerial Devices Operation and Use

**ATTACHMENT(S):**

Ordinance 2024-03

**ORDINANCE NO. 2024 - 03**

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

**AN ORDINANCE RELATING TO THE USE AND OPERATION  
OF UNMANNED AERIAL VEHICLES WITHIN THE CITY OF DAYTON**

**AMENDING TITLE IX OF THE DAYTON CITY CODE BY ADDING CHAPTER 95**

The City Council for the City of Dayton Ordains:

**Section 1.** Title IX of the Dayton City Code is amended by adding a new chapter to read as follows:

**CHAPTER 95: UNMANNED AERIAL VEHICLES**

**§ 95.01 PURPOSE.** The purpose of this ordinance is to provide guidelines for the use and operation of unmanned aerial vehicles ("UAV") in order to provide residents and businesses of the city protection from invasions of privacy by UAVs, and to allow the city's law enforcement agency to regulate usage and apply penalties for unlawful usage of a UAV. Use of UAVs also poses a public safety concern to other aircraft or objects in the air, and to city residents and businesses at ground level, and to real and personal property, in the event of UAV malfunction, loss of control, or other inability to sustain flight as intended.

**§ 95.02 DEFINITIONS.** For the purposes of this Chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**AIRCRAFT** means a device that is used or intended to be used for flight in the air, regardless of size.

**CITY** means the City of Dayton, Hennepin and Wright Counties, Minnesota.

**UNMANNED AERIAL VEHICLE (UAV)** means an expendable or recoverable aircraft that is operated autonomously, without the possibility of direct human intervention from within or on the aircraft, and that uses aerodynamic forces to provide vehicle lift. A **UAV** includes the UAV and all associated elements that are required for the safe and efficient operation of the **UAV**, and the communication links and the components that control the **UAV**. A **UAV** is commonly referred to as a drone.

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The ~~stricken~~ language is deleted; the underlined language is inserted



### **§ 95.03 REQUIREMENTS.**

- (A) Any person operating a **UAV** within the city shall comply with all applicable federal statutes and Federal Aviation Administration (FAA) regulations, as may be amended from time to time. If any provisions of this Chapter conflict with federal statute or FAA regulations or other federal authority, the federal statute or FAA regulation or other federal authority shall govern to the extent of any conflict.
- (B) Any person operating a **UAV** within the city shall comply with all applicable Minnesota Statutes and Minnesota Rules, as may be amended from time to time, that are not superseded by federal statutes and regulations. If any provisions of this Chapter conflict valid Minnesota Statutes or Minnesota Rules or other state authority, such Minnesota Statutes or Minnesota Rules or other state authority shall govern to the extent of any conflict.
- (C) Recreational use of any **UAV** is allowed in compliance with 49 U.S.C. § 44809, as may be amended from time to time.
- (D) Any **UAV** weighing more than 0.55 pounds must be registered with the FAA.
- (E) The city may require the operator of any **UAV** to carry liability insurance for said **UAV** operation, in coverage amounts and terms as set by the city council from time to time.
- (F) No person shall operate or assist the operation of any **UAV** carelessly or heedlessly in disregard of the rights of persons on the ground or in disregard of the rights of owners, users, or occupants of real or personal property that is on or under the ground or in any way connected thereto. A **UAV** shall not be used in any act of voyeurism, or privacy invasion.
- (G) No person shall operate or assist the operation of any **UAV** within twenty-five (25) feet of any individual person on the ground or in or on real or personal property located on the ground without the explicit permission of such person.
- (H) No person shall operate or assist the operation of any **UAV** within the designated flight corridors of the helicopter air ambulance service, and No person shall operate or assist the operation of any **UAV** anywhere within city limits at any time a helicopter air ambulance is in flight within the city limits.
- (J) The city reserves the right to create permitting and fee structures for operation of a **UAV** with city council approval.
- (K) The city may allow the limited use of **UAVs** for recreational purposes in Dayton city parks, subject to the requirements of this Chapter, and any additional safety rules

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The ~~stricken~~ language is deleted; the underlined language is inserted

promulgated by the FAA, the state, or the city. The operator of the **UAV** may be required to produce valid FAA registration upon request while operating the **UAV** in any city park. The city reserves the right to order and enforce the immediate discontinuation of the use of the **UAV** on any city-owned property, as requested by the city's law enforcement officer or representative.

**§ 95.04 EXCEPTIONS.** A **UAV** may be operated within city air space for any of the following exceptions:

(A) A law enforcement agency first obtains a warrant authorizing its use; or

(B) A law enforcement agency may use a **UAV** under the following exceptions without a warrant:

(1) During or in the aftermath of an emergency situation that involves the risk of death or bodily harm to a person;

(2) Over a public event where there is a heightened risk to the safety of participants or bystanders;

(3) To counter the risk of a terrorist attack by a specific individual or organization if the agency determines that credible intelligence indicates a risk;

(4) To prevent the loss of life and property in natural or manmade disasters and to facilitate operational planning, rescue, and recovery operations in the aftermath of these disasters;

(5) To conduct a threat assessment in anticipation of a specific event;

(6) To collect information from a public area if there is reasonable suspicion of criminal activity;

(7) To collect information for crash reconstruction purposes after a serious or deadly collision occurring on a public road;

(8) Over a public area for officer training or public relations purposes; and

(9) For purposes unrelated to law enforcement at the request of a government entity provided that the request is in writing and specifies the reason for the request and a proposed period of use.

(C) An operator of a **UAV** who is hired for the purposes of creating/producing aerial photography by an owner of real property, and the **UNMANNED AERIAL VEHICLE** is operated only within the boundaries of that owner's real property.

(D) At events approved by the city council.

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The ~~stricken~~ language is deleted; the underlined language is inserted

**§ 95.05 PENALTY.** Any person who violates this Chapter is guilty of a misdemeanor, punishable in accordance with state law.

**Section 2.** This ordinance shall become effective immediately upon its passage and publication according to law. A summary of this ordinance will be published as provided in state statutes.

Passed and adopted by the City Council for the City of Dayton, Minnesota, on February 26, 2024.

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Dennis Fisher, Mayor

Attest:

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Amy Benting, ACA/City Clerk

Published on \_\_\_\_\_

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The ~~stricken~~ language is deleted; the underlined language is inserted

**PRESENTER:** Marty Farrell, Raine Gardner

**ITEM:** Acceptance of Water Trail Proposal from MSA

**PREPARED BY:** Marty Farrell

**POLICY DECISION / ACTION TO BE CONSIDERED:** Acceptance of the Water Trail Proposal document produced by MSA.

**BACKGROUND:**

Park Commissioners and Staff expressed a desire to enhance the accessibility for residents, to the natural resources that we have available in the City of Dayton. One opportunity that has been discussed is how to best access the Mississippi and Crow Rivers, for the residents of the Dayton. One idea was to design a water trail system that would tie in with projects funded by Three Rivers Park District such as the Diamond Lake Regional Trail which would possibly have a trail head in the Goodin Park Area. The ultimate goal would be to build the water trail out incorporating our neighboring City's into the project, while also trying to invite support from other agencies that have an interest in improving access to the Mississippi and Crow Rivers.

Council approved the Water Trail Study in October of 2021. Since then there have been numerous meetings with Stakeholder groups, Steering committee, presentations to the City Council and Park Commission, and an Open House for resident input. This has been an exhaustive process, that has taken a significant amount of time but has garnered a significant amount of interest from Agencies that have an interest and a presence in Dayton, such as the DNR, Three Rivers Park District, Friends of the Mississippi and the National Parks Service.

Some of the interest from these agencies includes; DNR have reviewed plans and see no issues with getting permits for the project and they want to actively start promoting the project on their web site, TRPD are very interested in incorporating the water trail into their location next to Goodin Park, which will serve as a trail head for the Mississippi Trail and Diamond Lake Trail, there is a Concept that we have worked on with them in the packet. The National Parks Service have applied for grant funding for this project, and have indicated that they will be able to support the City in applying for other Federal Grant opportunities, NPS also wants to use the Dayton Water Trail as the starting point for their relaunch of their 72 miles of Mississippi Water Trail, if the Council accepts the Study.

The Parks Commission voted unanimously for Council acceptance of the Study. The Water Trail Study was accepted by the council at the February 28<sup>th</sup> meeting in 2023.

Since the Council acceptance we have been in a holding pattern waiting for the confirmation of the Federal Grant Funding, Staff were notified in July of 2023 that our finding request was going to be \$850,000, significantly lower than the \$3,900,000 that we had asked for. Funding from the National Park Service is also held up awaiting approvals. With this in mind it was decided that we needed to limit the scope of the project, to the Elsie Stephens launch as this would fit within the revised funding that we are expecting.

While we are awaiting confirmation on the Federal funding Staff have been working with the Department of Natural Resources to partner on a project at the existing DNR landing at the confluence of the Crow and Mississippi Rivers. The DNR are planning to realign their launch site to use the Crow river side as their access point, and potentially allow the City to use the existing Mississippi ramp as a Canoe/Kayak launch site. This would allow the City to have a put in point and a take out point creating a significant stretch of the water trail.

In an effort to keep the project moving forward, and be ready to bid once the Federal funding becomes available, it is recommended that we approve the proposal phase 1, 2, 3, and 5 (\$80,550) to get the project bid ready, and pause until the Federal funding is released.

**CRITICAL ISSUES:** Works toward achieving a Strategic Initiative identified by the City Council to “Enhance our Connections to the Natural Environment”.

**BUDGET IMPACT:** Funded from CIP Park and Trail Development Fund 408 \$250,000 budget for Phase implementation.

**RECOMMENDATION:** To accept the Water Trail Proposal from MSA.

**ATTACHMENT(S):** Water Trail proposal Document, Concepts and projected costs for Elsie Stephens Park Landing.



## Professional Services Agreement

MSA Project Number: 12021001.0

This AGREEMENT (Agreement) is made effective January 2, 2024 by and between

**MSA PROFESSIONAL SERVICES, INC (MSA)**

Address: 1230 South Boulevard, Baraboo, WI 53913

Phone: +1 (608) 355-8913

Representative: Raine Gardner

Email: rgardner@msa-ps.com

**CITY OF DAYTON**

Address: 12260 S. Diamond Lk Rd., Dayton, MN 55327

Phone: +1 (763) 428-9840

Representative: Martin Farrell

Email: mfarrell@cityofdaytonmn.com

**Project Name:** City of Dayton MN – Elsie Stephens Canoe/Kayak Launch Site Development

**The scope of the work authorized is:** See Attachment A: Scope of Services

**The schedule to perform the work is:** Approximate Start Date: January 2, 2024  
Approximate Completion Date: December 15, 2024

**The estimated fee for the work is:**

Phase 1 - Schematic Design	\$16,200 (LS)
Phase 2 - Design Development	\$31,700 (LS)
Phase 3 - Construction Documents	\$26,650 (LS)
Phase 4 – Bidding	\$5,800 (LS)
Phase 5 – Funding/Agency Coordination	\$6,000 (T&M)
Phase 6 – Construction Administration/Observation	\$37,000 (T&M)

**Sub-Total \$123,350**

*\*Reimbursables will be billed as used and applicable, which include travel, mileage, copies, prints, meals, equipment usage, lodging, etc. and these are considered a reimbursable cost and the approximate amount for the above scope is estimated at \$3,500.*

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis.

**Approval:** Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

**CITY OF DAYTON**

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Dennis Fisher

Mayor

Date: \_\_\_\_\_

**MSA PROFESSIONAL SERVICES, INC.**

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Raine Gardner, PE

Sr. Team Leader

Date: January 2, 2024

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John Langhans, PE

Vice President

Date: January 2, 2024

**MSA PROFESSIONAL SERVICES, INC. (MSA)**  
**GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)**

1. **Scope and Fee.** The scope of Owner's Project (the "Project"), scope of MSA's services (the "Work"), and quoted fees for those services are defined in Attachment A. The scope and fee constitute a good faith estimate of the tasks and associated fees required to perform the services defined in Attachment A. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service or involve renovation of an existing building or structure, activities often cannot be fully defined during initial planning. As the Project progresses, facts uncovered may reveal a change in direction which may alter the Work. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. **Owner's Responsibilities.**

(a) Project Scope and Budget

The OWNER shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the cost of the Work. The Project budget shall include contingencies for design, development, and, when required by the scope of the Project, construction of the Project. The OWNER shall not significantly increase or decrease the overall Project scope or schedule, the portion of the budget allocated for the cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of MSA to a corresponding change in the Project scope, quality, schedule, and compensation of MSA.

(b) Designated Owner Representative

The OWNER shall identify a Designated Representative who shall be authorized to act on behalf of the OWNER with respect to the Project. OWNER's Designated Representative shall render related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of MSA's services. MSA shall not be liable for any error or omission made by OWNER, OWNER's Designated Representative, or OWNER's consultant.

(c) Tests, Inspections, and Reports

When required by the scope of the Project, the OWNER shall furnish tests, inspections, and reports required by law or the Contract Documents, such as planning studies; preliminary designs; structural, mechanical, or chemical tests; tests for air, water, or soil pollution; and tests for hazardous materials.

(d) Additional Consultants

MSA's consultants shall be identified in Attachment A. The OWNER shall furnish the services of other consultants other than those designated in Attachment 1, including such legal, financial, accounting, and insurance counseling services as may be required for the Project.

(e) OWNER Provided Services and Information

MSA shall be entitled to rely on the accuracy and completeness of services and information furnished by the OWNER, Designated OWNER Representative, or Consultant. MSA shall use reasonable efforts to provide prompt written notice to the OWNER if MSA becomes aware of any errors, omissions, or inconsistencies in such services or information.

3. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Balances due past thirty (30) days shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

4. **Costs and Schedules.** Costs (including MSA's fees and reimbursable expenses) and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, pandemics, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

5. **Access to Site.** Owner shall furnish right-of-entry on the Project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.



6. **Location of Utilities.** Owner shall supply MSA with the location of all pre-existent utilities and MSA has the right to reasonably rely on all Owner supplied information. In those instances where the scope of services require MSA to locate any buried utilities, MSA shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend MSA in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to MSA by others.

7. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other recommendations made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not warrant or represent that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

8. **Construction.** When applicable to the scope of the Project, the OWNER shall contract with a licensed and qualified Contractor for implementation of construction work utilizing a construction contract based on an EJCDC construction contract and general conditions appropriate for the scope of the Project and for the delivery method. In the construction contract, the OWNER shall use reasonable commercial efforts to require the Contractor to (1) obtain Commercial General Liability Insurance with contractual liability coverage insuring the obligation of the Contractor, and name the OWNER, MSA and its employees and consultants as additionally insureds of that policy; (2) indemnify and hold harmless the OWNER, MSA and its employees and consultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorney's fees and economic or consequential damages arising in whole or in part out of the negligent act or omission of the contractor, and Subcontractor or anyone directly or indirectly employed by any of them. This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work, the same being the sole and exclusive responsibility of the contractors or subcontractors.

9. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, which is known as the "standard of care". The standard of care is defined as that level of skill and care ordinarily exercised by members of the same profession practicing at the same point in time and in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

10. **Municipal Advisor.** MSA Professional Services, Inc. is not acting as a 'Municipal Advisor' to the owner pursuant to Section 15B of the Exchange Act. For financial advice related to the corresponding project, the client is encouraged to discuss their finances with internal and/or external advisors and experts before making decisions incurring debt and/or supporting those obligations. MSA desires to serve each client well by providing the best information publicly available and is providing information as part of its engineering responsibilities to inform client options. The information is not intended to provide financial advice or recommendations and is not bound by the formal Municipal Advisor fiduciary duty.

11. **Conduct Expectations.** Owner and MSA understand their respective obligations to provide a safe, respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age, or protected class status) will not be tolerated and will be addressed timely and in compliance with anti-harassment laws.

12. **Electronic Documents and Transmittals.** Owner and MSA agree to transmit and accept project related correspondence, documents, text, data, drawings and the like in digital format in accordance with MSA's

Electronic Data Transmittal policy. Each party is responsible for its own cybersecurity, and both parties waive the right to pursue liability against the other for any damages that occur as a direct result of electronic data sharing.

13. **Building Information Modelling (BIM).** For any projects, and not limited to building projects, utilizing BIM, OWNER and MSA shall agree on the appropriate level of modelling required by the project, as well as the degree to which the BIM files may be made available to any party using the Electronic Document Transmittal provisions of section 10 of this Agreement.

14. **Construction Site Visits.** If the scope of services includes services during the Construction Phase, MSA shall make visits to the site as specified in Attachment A– Scope of Services. MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

15. **Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

16. **Betterment.** If, due to MSA's error, any required or necessary item or component of the Project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

17. **Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in identifying, generating, treating, storing, or disposing of hazardous substances or materials which may be present at the Project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the Project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

18. **Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or



for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

**19. Reuse of Documents.** Reuse of any documents and/or services pertaining to this Project by the OWNER or extensions of this Project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

**20. Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

**21. Accrual of Claims.** To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

**22. Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in the court having jurisdiction as specified in section 29 of this Agreement.

23. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** MSA shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this contract.

24. **Limitation of Liability.** Neither MSA, its Consultants (if any), nor their employees shall be jointly, severally, or individually liable to the OWNER in excess of the amount of the insurance proceeds available.

25. **Successors and Assigns.** The successors, executors, administrators, and legal representatives of Owner and Engineer are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, which shall not be unreasonable withheld, except to the extent that any assignment, subletting, or transfer is mandated by law.

26. **Notices.** Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

27. **Survival.** Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

28. **Severability.** Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and MSA.

29. **No Waiver.** A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

30. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

31. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be Sauk County, Wisconsin.

32. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

**ATTACHMENT A:  
SCOPE OF SERVICES****City of Dayton – Elsie Stephens Canoe/Kayak Launch Site  
Development****PROJECT DESCRIPTION:**

- A. The City of Dayton, MN is looking to build upon their recent water trail plan completed earlier this year. The plan would be to move forward with the proposed concept of the Elsie Stephens Park canoe/kayak launch plan by starting the overall site investigation and design for the development.
- a. Elsie Stephens Park is planned to: add a canoe/kayak launch to provide ADA access from the park to the Mississippi River. The City has already begun the overall park development and has been phasing the overall project construction. During the Dayton Water Trail study, a concept was developed for this ADA launch access that will be used as the basis for the design. The concept is attached. The project will incorporate concrete steps set inside a structural bin wall system to hold the concrete panels in place with a connecting ADA sidewalk from the exiting park to the top of the launch. A large block retaining wall will be needed to be installed to accommodate the grade changes from the top of the site to the launch area. The overall park site has been reviewed for stormwater needs based on the original park master plan, but with this added canoe/kayak launch, the stormwater plan updated is not anticipated, but a floodplain analysis will need to be completed for this proposed work. The global launch project budget for construction cost for the Elsie Stephens Park is approximately \$661,000. This budget will be targeted as the projects' limiting factor. See the attached Preliminary Cost Estimate Budget and Initial Park Concept for general project expectations.
- B. *Assumptions:*
- a. *The City is also seeking several different funding sources to help offset the overall costs for the project. It is assumed without this funding the project will not proceed into construction if the funding is not secured. Exact and total funding has not been finalized for the project construction, but the City has budgeted for some of the design to be completed in 2023/2024 with hopes of securing the construction funding yet in /2024.*
- b. *The overall project will be bid as one project in one bid package. If multiple bid packages are required, additional scope and fee will need to be considered for this work.*
- c. *All stakeholders involved with the project will either meet with MSA and the City at the indicated City review meetings in Dayton or the meetings with the stakeholders will be virtual.*
- d. *Additional environmental review / work is anticipated as part of the federal grant requirements for construction. Those services for the full environmental review will be amended to this contract at a later date.*



- |  |                             |
|--|-----------------------------|
| <b>C. Approximate Project Schedule:</b>    | <b><u>2023</u></b>          |
| Survey and Schematic Design                | November - December         |
| Present Schematic Design to City           | Early January               |
| Design Development                         | January – February 2024     |
| Construction Documents                     | February - April 2024       |
| Permitting                                 | January – April 2024        |
|  | <b><u>2024</u></b>          |
| Bidding                                    | June (tentative)            |
| Award Project                              | July (tentative)            |
| Pre-Construction Conference (future phase) | July (tentative)            |
| Park Construction (future phase)           | July – December (tentative) |
- D. Scope of Services to be provided by MSA:**
1. Site/Civil Engineering
  2. Stormwater Engineering
  3. Structural Engineering
  4. Landscape Architecture
  5. Site Amenity Design
  6. Construction Administration / Observation Services

### **PHASE 1 – SCHEMATIC DESIGN**

- A. General Summary: Based on the concept plans completed for the Dayton Water Trail project, MSA will utilize these as the basis for design and build upon them to further design and develop the park plans to accommodate the desired improvements to the parks. The work shall be carried out with the input and cooperation of the staff, applicable user groups, members of the community, and City Council members and other agencies as required (DNR & NPS). The work shall be consistent with current land use concepts, existing recreation facilities trends and will coexist with current and future use of the park and adjacent properties.
1. Complete park site topographic survey for the park site applicable to the areas for site development per the concepts.
    - a. Survey at Elsie Stevens Park will be focused to the area of where the launch is to be placed. Bathymetric survey into the Mississippi River will be captured for the launch access. Survey captured will be supplemented into the existing site information the City has provided.
  2. **Meeting #1**: Organize and lead initial Kick-Off Meeting with the City and applicable stakeholders.
    - a. Review project goals.
    - b. Gather input from City staff and stakeholders on the concepts/schematic design.
    - c. Address/review site constraints and opportunities.
  3. Upon the initial meeting, MSA will begin schematic design process for the project site, which will refine the concept plans into a design. Consideration to operational and maintenance costs and requirements for proposed improvements will be reviewed as the design starts. Consideration to constructability throughout the conceptual stage will occur in our quality assurance/quality control (QA/QC) stages. QA/QC reviews will occur at every stage/milestone of the project.
  4. Consider use of environmentally sensitive and maintenance-friendly design and materials.

5. Upon refinement of the design, MSA will meet with the City to review the designs. **Meeting #2:** Meet with the City and stakeholders to review the conceptual park plans.
6. If needed, MSA will solicit geotechnical firm quotes for soil borings and associated report information to support the project design for the project site. The City will then enter into a direct contract with the selected firm to complete the work.
7. Based on City comments, updated colored design plans will be completed for use by the City to share with the Council and public and basis of design moving forward.
8. Updated global project budgeting and cost estimates will be developed to ensure the scope of the project complies with the budget.
9. Schematic Design plans will be developed that will include:
  - Existing Site Plan
  - Proposed Site Plan and colored site plan

**DELIVERABLES:**

- Consensus forming with the City and other stakeholders on design.
- Develop probable costs and construction cost estimates.
- Schematic Design drawings.
- Applicable Meeting Minutes.

**PHASE 2 – DESIGN DEVELOPMENT**

- A. General Summary: Once the final concept plan of the park and other amenities has been developed, design development for the improvements will begin. They will consider the engineering impacts of the proposed design including the following:
  1. With the Elsie Stephens Park, a floodplain review will need to be considered and updated for the addition of the launch to the site. MSA will begin this process to consider updates.
    - a. It is assumed that an existing Mississippi River floodplain model will be utilized by MSA to use as a basis for this work. *If additional modeling is required, MSA will need to consider building out the model, which will require a change in our scope and fee.*
  2. Develop a Stormwater Pollution Prevent Plan (SWPPP) and complete the floodplain impact analysis.
  3. Prepare design development drawings for illustrating the proposed size, structures, connectivity/coordination with other park components, landscaping, lighting, utilities, etc.
    - Site Plan
    - Canoe/Kayak Launch Plan
    - Park Amenities
    - Landscaping Plan
    - Electrical Layout Plan
  4. Collect and review product data and initial material samples. Prepare outline specifications, including the products, materials and finishes of each component or system.
  5. Prepare an updated construction cost estimate based on material take-offs.
  6. Begin permit process. The assumed required permits for these projects include:
    - MPCA SWPPP Submittal
    - City Land Disturbance Permit
    - City Wetland Disturbance/Review Permit
    - MNDNR Public Water Works Permit for launch site
    - Elm Creek Watershed plan submittal

- MSA will coordinate with TRPD, the Elm Creek Watershed, and other applicable agencies for permit review as per the listed assumed permits.
- 7. **Meetings #3:** Meet with the City and stakeholders to review the design development progress/plans and receive input, decisions, and guidance.
- 8. Per the City comments, MSA will update the design and complete design development documents.

**DELIVERABLES:**

- Design Development Drawings
- Floodplain Analysis
- Applicable Permit Applications
- Construction Cost Estimate
- Meeting Minutes

**PHASE 3 – CONSTRUCTION DOCUMENTS**

- A. General Summary: Provide final design, coordination and engineering necessary for construction document preparation to complete the construction drawings and specifications as suitable to secure competitive construction bids. The documents will need to be tailored to the applicable funding the City is hoping to secure for the project.
1. Finalize and submit the graphic Construction Drawings and written Project Specifications that will be used to bid and construct the improvements. The construction drawings will include:
    - Title Sheet
    - Site Removals Plan and Details
    - Site Layout Plan
    - Site Grading Plan and Details
    - Erosion Control Plan and Details
    - Utility Plan and Details
    - Landscaping Plan, Schedules, and Details
    - Site Amenity Plans and Details
    - Canoe/Kayak Launch Plans and Details
  2. Refine the detailed estimate of probable construction cost.
  3. Finalize applicable construction permits and submit them to the review agencies and/or City.
  4. Update any floodplain documents as necessary.
  5. Provide an internal QA/QC review of all documentation.
  6. **Meetings #4:** Meet with the City and stakeholders to review design and documentation progress and receive input, decisions, and guidance at 90% completion construction documents. Present overall plan to City Council to also allow the public the opportunity to see the updated plan and potential development project.
  7. Refine construction documents and perform quality assurance/quality control (QA/QC) review.
  8. Revise and resubmit the Construction Drawings and Project Specifications, as may be required, to facilitate City departmental approvals and permits.
  9. Make minor revisions as necessary and complete the bidding documents per comments provide and review process.



10. Upon receipt of Owner approval of construction documented and cost opinion and City Council approval to release the project for bidding, MSA shall proceed to the bidding stage.

**DELIVERABLES:**

- Construction Drawings and Project Manual/Specifications
- Updated Construction Cost Estimate
- Final Stormwater and Floodplain Documents
- Meeting Minutes

**PHASE 4 – BIDDING PROCESS**

- A. General Summary: Assist the City of Dayton with the obtaining bids and selection of a qualified contractor to construct the improvements. Prepare and release bid documents.
  1. Assist the City of Dayton with the advertisement of projects and coordinate the bid letting.
  2. Answer bidder questions.
  3. Bid project using Quest online.
  4. Issue written Bid Addenda, when appropriate, to all bidders regarding changes to or clarifications of the Construction Documents.
  5. Review the bids, tabulate the results, and issue an Award Recommendation Memo to the City regarding the contract award.
  6. Prepare Notice of Award and Notice to Proceed.
  7. Prepare Owner/Contractor agreement.

**DELIVERABLES:**

- Award Recommendation Letter
- Notice of Award
- Owner/Contractor Agreement
- Notice to Proceed

**PHASE 5 – FUNDING/AGENCY COORDINATION**

1. This phase is to
  - i. Assist the City in working through coordinating with the Minnesota Department of Natural Resources on developing an agreement, coordination of design efforts, and potential funding.
  - ii. Assist the City in coordination with the National Park Service in planning for use of the funding.
  - iii. Assist the City in finalizing the earmarked Federal Funding for the project for \$850,000 when finally approved for use on the project.
2. This phase will be tracked on a time and materials and only used to assist the City in the above items.

**PHASE 6 – CONSTRUCTION ADMINISTRATION / CONSTRUCTION OBSERVATION**

1. This construction administration and observation phase includes:
  1. Assist the City in working through coordinating construction administration and construction observation through the following items below:
  2. Conduct a pre-construction meeting.
  3. A total of no more than twelve (12) site visits by separate individuals will be made as follows:

- i. Limited construction progress visits at critical phases of project development, including utility connections (utility observation assumes two separate visits of 4 hours each) (10 site visits).
- ii. At Substantial Completion of the project, a list of items to be completed and corrected will be prepared and distributed to the Owner and Contractor (1 site visit).
- iii. At Final Completion, verify the work on the list of items to be completed and corrected has been completed (1 site visit).
4. Review project shop drawings submittals. (assume 16 hours)
5. Prepare and distribute a Certificate of Substantial Completion.
6. Receive, review and forward to the Owner the Contractor's record drawings and guarantees.

B. Compensation: MSA shall perform the above stated services for fee as follows:

Phase 1 - Schematic Design	\$16,200 (lump sum)
Phase 2 - Design Development	\$31,700 (lump sum)
Phase 3 - Construction Documents	\$26,650 (lump sum)
Phase 4 – Bidding	\$5,800 (lump sum)
Phase 5 – Funding/Agency Coordination	\$6,000 (time & materials)
Phase 6 – Construction Administration/Observation	\$37,000 (time and materials)

**Sub-Total     \$123,350**

*\*Reimbursables will be billed as applicable and used that will include travel, mileage, copies, prints, meals, equipment useage, lodging, etc which are considered a reimbursable cost and the approximate amount for the above scope is estimated at \$3,500.*

**Services not included, but could be added as needed:**

- Construction Site Staking as this is assumed to be completed by the Contractor
- Geotechnical Investigation and Reporting
- Public Engagement (beyond attending scoped meetings above)
- Funding/Grant Administration
- Multiple Bid Packages for Bidding
- Site Irrigation System
- Utility Design
- Security Camera Equipment Selection and Procurement
- Solicit Archeologist / Historical Review for Site (Assumed completed with other park development)
- Environmental Review for Federal Grant

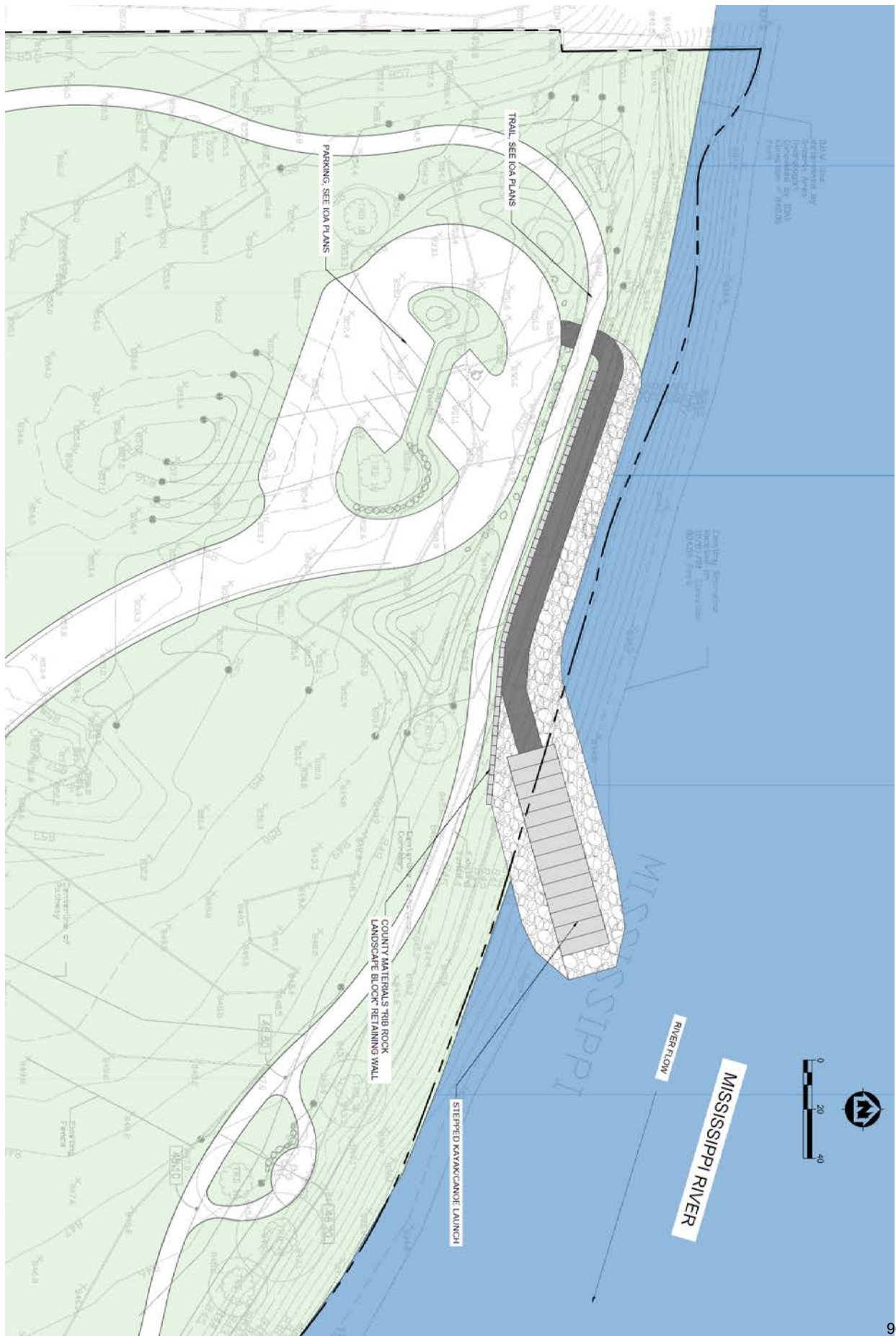
**Items Completed by the City:**

- Pay for all permit and/or state review fees.
- Pay for geotechnical borings and report.
- Pay for plan reproductions costs

- Pay for the legal notice publication of the Advertisement for Bids.
- These will be invoiced as a reimbursable, unless directly paid by the Owner.
- Process all grant documents for reimbursement and administration of the grant(s) obtained for the project.

**Information to be provided by the City:**

- Provide a copy of the related existing Storm Water Management Plans, geotechnical information, wetland studies/delineations, environmental, historical, and archeological study information associated with the associated parks.



**Dayton - Mississippi River Water Trail**  
**ESTIMATE OF PROBABLE COST**  
 Elsie Stevens Water Access  
 CITY OF DAYTON, MN

ESTIMATE YEAR: 2022

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
1	Rip-Rap	450	SY	\$75	\$33,750
2	Retaining Wall	1475	VSF	\$100	\$147,500
3	Railing	185	LF	\$300	\$55,500
4	Concrete Path	2300	SF	\$10	\$23,000
5	Stepped ADA Canoe/Kayak Launch w/Railing	1	LS	\$175,000	\$175,000
6	Earthwork (est.)	1	LS	\$40,000	\$40,000
7	Site & Turf Restoration	1,200	SY	\$5	\$6,000
8	Erosion Control	1	LS	\$15,000	\$15,000
9	Mobilization, Bonds, Insurance (10%)	1	LS	\$55,000	\$55,000
CONSTRUCTION SUBTOTAL=					\$551,000
				Contingency 20% =	\$110,200
				Engineering & Construction Administration 15% =	\$99,180
<b>TOTAL COST:</b>					<b>\$760,380</b>



City of Dayton, Minnesota  
Capital Improvement Plan - Park Trail Development Fund 408  
Schedule of Planned Capital Outlay 2023 to 2033

Department	Paid By	Replacement Year	Item	Cost	2023		2024	
					Estimated Amounts		Estimated Amounts	
Parks and Recreation	City	2023	Water Trails Implementation (Phase 1)	\$ 250,000	\$ 250,000	\$	-	-
Parks and Recreation	City	2023	Easement Acquisition for West Miss Reg Trail	50,000	50,000			
Parks and Recreation	Fed Grant/NPS	2024	Water Trails Construction Phase 1	4,000,000	-		4,000,000	
Parks and Recreation	City	2024	Easement Acquisition for West Miss Reg Trail	50,000	-		50,000	
Parks and Recreation	City	2024	Trail Extension along DRR from Balsam to Donnie Galloway Park in Champlin	410,000	-		410,000	
Parks and Recreation	City/TRPD (50/50)	2024	Trail Extension along DRR from 142nd Ave to Cloquet Overlook Park	1,090,000	-		1,090,000	
Parks and Recreation	City	2025	Easement Acquisition for West Miss Reg Trail	50,000	-		-	-
Parks and Recreation	City	2025	Water Trails Construction Phase 2	250,000	-		-	-
Parks and Recreation	City	2025	Trail on North Diamond Lake Rd from Barkshire to Vinewood to 140th Ave	900,000	-		-	-
Parks and Recreation	City	2026	Easement Acquisition for West Miss Reg Trail	50,000	-		-	-
Parks and Recreation	City	2026	Trail on Territorial Road from Territorial Trail to Rush Creek Parkway	830,000	-		-	-
Parks and Recreation	City	2027	Water Trails Construction Phase 3	250,000	-		-	-
Parks and Recreation	City	2028	Phineview Ln Trail (137th-Dayton River Rd)	325,000	-		-	-
Parks and Recreation	City	2028	Trail along Fernbrook Ln from Rush Creek Pkwy. To 3 Rivers underpass	180,000	-		-	-
					\$ 300,000	\$	5,550,000	

**ITEM:**

River Road Trail Extension Project

**PREPARED BY:**

Jason Quisberg, Engineering

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

Authorize Preparation of Plans and Specifications for the River Road Trail Extension Project

**BACKGROUND:**

The Parks Commission identified three priority trail segments in the northerly portion of the city. One of those being a trail along River Road, connecting the existing trail within Cloquet Overlook Park to 142<sup>nd</sup> Ave, which, utilizing on-street travel and other existing trail segments, connects all of “northeast Dayton” (that area north of River Road, to the Champlin Border).

In response to the Park Commission’s vision, Stantec was asked to take a prepare a high level cost estimate for this segment of trail. Then, after further discussions with the Commission, asked to prepare a scope and budget proposal for the engineering on the project.

The attached proposal includes additional information about the project and assumptions used for preparing the scope and estimating the level of effort that may be required for delivery of the project.

It should be noted that this segment of trail is within the Three River Park District’s (TRPD) regional trail corridor. Though this segment is not identified as a priority extension at this time, TRPD has voiced interest in partnering on this extension. The basis of the partnership would be that the City pays for the construction of the improvements now (2024), and Three Rivers reimburses for a portion of the costs in 2025. The specific level of contribution to be determined during the project development.

**RECOMMENDATION:**

Should Council desire to proceed with the project, it is recommended that the attached proposal be accepted and the preparation of plans and specifications be authorized.

**ATTACHMENT(S):**

Stantec Proposal for Engineering Services – River Road Multi Use Trail



**Stantec Consulting Services Inc.**  
One Carlson Parkway North, Suite 100  
Plymouth MN 55447-4440

February 20th, 2024

**Dayton City Council**  
12260 S Diamond Lake Rd  
Dayton, MN 55327

Dear Dayton City Council,

As requested, Stantec has prepared a project scope, schedule, and budget for a Multi-Use Trail along Dayton River Road (Cloquet Overlook Park to 142<sup>nd</sup> Ave N).

## **BACKGROUND AND IMPROVEMENTS**

Per the Comprehensive Plan, a multi-use regional trail has been identified for eventual construction along Dayton River Road on the north side. Recently, the City has expressed a desire to construct the segment from Cloquet Overlook Park to 142<sup>nd</sup> Ave N in 2024. Staff is currently working towards a partnership with Three Rivers Park District as this segment is identified as part of their regional trail system. The segment is anticipated to be constructed in the Hennepin County right of way and adjacent City property. The preliminary estimate from the CIP was \$1,090,000. This is a very high-level calculated cost that will need to be verified through a more detailed design and eventually public bidding if the project were to move forward.

## **SCOPE OF WORK**

The scope for this project is broken down into three tasks.

### **TASK 1 – DESIGN/PLANS & SPECIFICATIONS -\$64,000**

Task 1 includes services related to the preparations of bidding documents for this project. This includes the collection of existing site data, design, and the production of construction plans and technical specifications. Outside agencies and permitting (e.g. wetland and floodplain) will also be coordinated as required for the work. Geotechnical services will be coordinated with this scope, however, the costs for the soil borings and geotechnical report are not included in this scope and will be invoiced directly to the City.

**Deliverables will include construction plans, specifications, and a refined opinion of probable construction cost.**

Upon completion of work included in Task 1, Council will have the opportunity to direct if the project should continue to the bidding stage.

### **TASK 2 – BIDDING - \$3,000**



**Reference: 2024 Trail Improvements**

This task involves the coordination of soliciting contractor bids for the construction of the improvement project. This includes advertisement of the project, completion of the bid opening process, and preparation of a tabulation of the received bids along with a recommendation for award.

**Deliverables will include a contractor bid tabulation and award recommendation.**

At the completion of bidding, should bids be found favorable, Council can award a contract and proceed with construction of the project. If bids are not found favorable or if other circumstances arise detrimental to the City, Council can reject the bid to avoid any further cost obligations to the project.

### **TASK 3 – CONSTRUCTION SERVICES -\$45,000**

If the project continues to construction, construction services can be provided to coordinate the project through this stage. Construction activities typically involved in construction projects such as this include:

- Coordinating and leading a preconstruction meeting and routine construction progress meetings
- Construction survey staking
- Construction observation to verify compliance with city standards and technical specifications
- Quantity tracking and preparation of contractor pay requests
- Evaluation of contractor change order requests, and processing of these requests as appropriate
- Communications with project stakeholders, impacted property owners, and City staff as needed
- Documentation of material testing, plan deviations, events within the project area, etc.
- Project closeout and preparation of record plan drawings

The estimated total cost for the work described above is \$112,000.

### **ASSUMPTIONS**

Note the following assumptions were made in preparation of this proposal. If any of these assumptions are found inaccurate, the level of effort required to complete the tasks as outlined may change, potentially with great significance:

1. It is initially believed that there is enough right-of-way along the Dayton River Road corridor at the project location that no additional land will need to be purchased as part of this project. The adjacent City property is an additional 8.3-foot-wide strip of land along Dayton River Road in this segment area and thus no temporary or permanent easements are anticipated.
2. It is assumed the culvert pipe crossing just southeast of Cloquet Overlook Park can be extended to accommodate the trail with a reasonable level of improvements.
3. No storm water treatment infrastructure is anticipated to be required as part of this project given this is a linear project creating less than one acre of new impervious surface.
4. It is assumed no wetland mitigation will be required for this project.

**Reference:** 2024 Trail Improvements

5. No floodplain modeling is included as the proposed project area appears to be in the flood fringe of the floodplain. No floodplain permit is assumed to be required, but rather compensatory storage shall be the only requirement. Compensatory storage is assumed to be possible to complete within the project limits.
6. No trail lighting is anticipated to be required as part of this project.

## **SCHEDULE**

It is expected plans and specifications will be ready for Council approval in Spring 2024. If Council chooses to continue with the project at that time, bids could be solicited and opened early Summer 2024. Then reviewed by Council, and if appropriate, awarded with construction being completed in the 2024 construction season, as weather allows.

## **TERMS AND CONDITIONS**

The scope of services will be performed in accordance with the Master Services agreement between Stantec and the City of Dayton. Please indicate your acceptance of this scope of work by signing the bottom of this page.

We appreciate the opportunity to continue to work with the City of Dayton and to contribute to the success of ongoing roadway infrastructure projects. Please do not hesitate to contact us with any questions.

Regards,

**STANTEC CONSULTING SERVICES INC.**

**Jason Quisberg** PE  
Senior Associate, Senior Civil Engineer  
Phone: 763-252-6873  
Mobile: 952-334-0542  
jason.quisberg@stantec.com

**Mark Schroeder** PE  
Associate, Senior Civil Engineer  
Direct: 651-395-5216  
Mobile: 952-334-2838  
mark.schroeder@stantec.com

[stantec.com](https://www.stantec.com)

Reference: 2024 Trail Improvements

By signing this proposal, the City of Dayton authorizes Stantec to proceed with the services herein \_\_\_\_\_  
described.

This proposal is accepted and agreed on the \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_.  
Day Month Year

Per: \_\_\_\_\_  
Client Company Name

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Signature

## Attachment A: Project Location



**ITEM:**

113<sup>th</sup> Avenue Improvements

**PREPARED BY:**

Jason Quisberg, Engineering

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

Authorize Feasibility Study for the 113<sup>th</sup> Avenue Improvements Project

**BACKGROUND:**

The Dayton Industrial Park consists of those properties accessed via 113<sup>th</sup> Avenue North, immediately east of CSAH 81:



The extension of utilities in this area has been considered for a number of years. A project involving the extension of sewer and water to the properties along 113<sup>th</sup> Avenue was considered in 2007. Due to a lack of support from property owners, the project did not move forward.

Property owners were contacted again in 2021 to gauge interest on a project; support remained low, and the project was further delayed. The improvements are currently identified for 2025 on the City CIP.

The area immediately north of the Dayton Industrial Park, across Dayton Parkway from The Cubes site, currently referred to as the “DDL Property”, is planning for development. The trunk sewer identified to service this area currently ends at/near the southeast corner of the Industrial Park depicted above. For the DDL property to develop, the extension of this sewer line, from its existing terminus to the DDL property, is required.

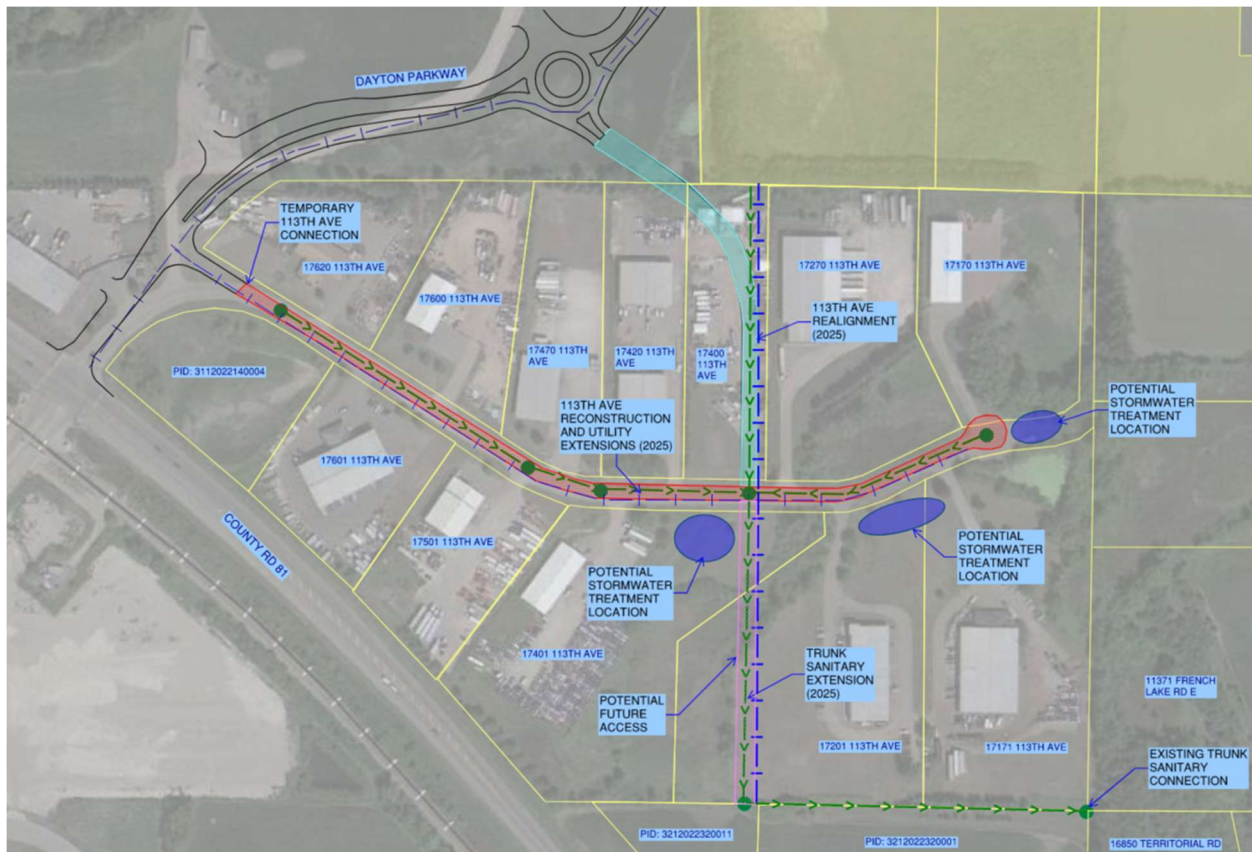


Due to this needed extension, a project involving utility and street improvements through the 113<sup>th</sup> Avenue corridor is again being considered. An open house was held for property owners in the industrial park on February 13<sup>th</sup>. Though only a few properties were represented at the open house, great feedback was received. There seemed to be consensus that, at least part of, the road is in poor shape and could be improved. Further, that while making city sewer and water service available would be a benefit, the burden the anticipated assessment that would be required for the project would almost certainly outweigh the benefit.

Another component of the project could be the construction of a new roadway/connection between 113<sup>th</sup> Avenue and Dayton Parkway. It is expected that an alternate connection will be needed in the future, at the time when traffic levels on Dayton Parkway prevent reasonable (safe) use of the existing connection. Staff is currently working with a property owner to secure means for this connection, which would be a connection from roughly the midpoint of 113<sup>th</sup> Avenue, to the SE leg of the recently constructed roundabout serving The Cubes.

The attached proposal includes additional information about the project and assumptions used for preparing the scope and estimating the level of effort that may be required for completion of the feasibility study and preparation of a report.

A depiction of the proposed project improvements, as generally outlined:



It might be reasonable to consider this project as having three components:

1. The extension of trunk (regional benefitting) utilities.
2. Construction of lateral utilities (and street) to service 113<sup>th</sup> Ave properties.
3. Provide an alternate access/connection to Dayton Parkway.

Component #1 could be considered independently. Component #2 is dependent on Component #1 being completed. Component #3 could be completed with the project (cost effective) or at a later date, with or without the other improvements (though construction prior the utility extension should be avoided).

The proposal provided assumes all of these components would be considered part of the project scope. Council should note that, if any components are preemptively removed from the project, reducing the scope, the effort (cost) for the study efforts will be reduced. (As typical, efforts for the study/report will be charged on an hourly basis.)

There will be opportunity at the meeting to discuss this in greater detail. If there are questions as you review this material, and/or additional materials that would be helpful in your preparation for discussion, please do not hesitate to contact us so that we can be prepared for the meeting.

**RECOMMENDATION:**

Should Council desire to proceed with the project, it is recommended that the attached proposal be accepted and a feasibility study be completed for the level of improvements to be considered.

**ATTACHMENT(S):**

Stantec Proposal for Engineering Services – 113<sup>th</sup> Avenue Improvements  
Resolution Ordering a Feasibility Study for the 113<sup>th</sup> Avenue Improvements project



**Stantec Consulting Services Inc.**  
One Carlson Parkway North, Suite 100  
Plymouth MN 55447-4440

February 20th, 2024

**Dayton City Council**  
12260 S Diamond Lake Rd  
Dayton, MN 55327

Dear Dayton City Council,

As requested, Stantec has prepared a project scope, schedule, and budget for the 113<sup>th</sup> Avenue Improvements project. At this time, scope is limited to preliminary design, preliminary survey, and a feasibility report.

## **BACKGROUND AND IMPROVEMENTS**

The utility and street improvements to the 113<sup>th</sup> Avenue corridor have been discussed for a number of years and are identified on the City's CIP for construction in 2025. The improvements may consist of 113<sup>th</sup> Avenue North street reconstruction and realignment/expansion, utility (water and sanitary) extension/expansion, wetland mitigation, and storm water treatment. The project will require property assessment, future land rights/easement acquisition, and wetland/environmental permitting. The initial opinion of probable project cost of the 113<sup>th</sup> Avenue Improvements is approaching \$6,000,000. This is a very high-level calculated cost that will need to be verified through a more detailed feasibility study, final design, and eventually public bidding if the project were to move forward. It is anticipated that funding for this would be a combination of city funds and special assessments from the benefiting properties.

## **SCOPE OF WORK**

The initial task associated with this project is preparation of a feasibility report.

### **TASK 1 – FEASIBILITY STUDY -\$95,000**

As part of the feasibility study, Stantec will review proposed improvement options and costs of those improvements. Through the feasibility study Stantec's scope includes the following;

- Coordinate Geotechnical investigation (costs for the soil borings and geotechnical report are not included in this scope and will be invoiced directly to the City)
- Collection of existing site data/preliminary survey
- Develop more detailed opinion of probable costs/cost estimates
- Prepare preliminary special assessment alternatives and review with Staff and City Council
- Determine land acquisition alternatives and approximate pricing
- Feasibility report and associated figures and appendices

Minnesota State Statute 429 outlines the required steps a City must follow in order to implement the special assessments. The process is generally outlined as follows:

- Initiation of proceedings
  - By petition



**Reference: 113<sup>th</sup> Ave Improvements**

- By council (by vote)
- Feasibility report
  - Prepared by Engineer, or similar
  - Address necessity of improvements, availability of funds, cost effectiveness
  - Any other pertinent information
  - Tabulate a preliminary assessment roll
- Improvement Public Hearing
  - Identify the benefit district
  - Allow public to speak to the proposed improvements
- Order the Improvement
  - Authorize Plans and Specifications (the design)
  - Authorize Bidding
  - Receive Bids/Award/Reject
- Construct Project
- Assessment Hearing
  - Share proposed assessments
  - Hear/ consider objections
  - Resolution adopting final assessment roll

While the above outline is simplified, it provides an idea of the major project steps. Staff would like to bid the 113<sup>th</sup> Avenue Improvements project early 2025. It is important for work to begin on the feasibility study early in 2024 to allow for adequate time to study the project and develop project costs and be able to effectively communicate the proposed improvements and assessments with the benefiting properties along the project.

Stantec anticipates the cost to complete the feasibility report on the 113<sup>th</sup> Avenue Improvements project as discussed above to be approximately \$95,000.

**Deliverables will include feasibility report including preliminary assessment roll, preliminary design figures, and a detailed opinion of probable construction cost.**

Upon completion of the study and presentation of the finding, Council will have the opportunity to move forward with the project if desired. Should the project be ordered, the proceeding steps will be final design, bidding, and construction.

## **ASSUMPTIONS**

Note the following assumptions were made in preparation of this proposal. If any of these assumptions are found inaccurate, the level of effort required to complete the tasks as outlined may change, potentially with great significance:

1. The physical area considered for this study is limited to the 113<sup>th</sup> Avenue corridor and directly abutting properties.
2. The project includes the extension of the trunk utilities, as well as lateral mains and street improvements to service the properties in the project area.

If the project extents or scope is reduced, the cost of the feasibility study will be reduced accordingly.

Reference: 113<sup>th</sup> Ave Improvements

## SCHEDULE

It is expected feasibility report will be ready for Council review in Summer 2024. If the project moves forward, the remaining activities would be completed to allow a 2025 construction start.

## TERMS AND CONDITIONS

The scope of services will be performed in accordance with the Master Services agreement between Stantec and the City of Dayton. Please indicate your acceptance of this scope of work by signing the bottom of this page.

We appreciate the opportunity to continue to work with the City of Dayton and to contribute to the success of ongoing roadway infrastructure projects. Please do not hesitate to contact us with any questions.

Regards,

**STANTEC CONSULTING SERVICES INC.**

**Jason Quisberg** PE  
Senior Associate, Senior Civil Engineer  
Phone: 763-252-6873  
Mobile: 952-334-0542  
jason.quisberg@stantec.com

**Mark Schroeder** PE  
Associate, Senior Civil Engineer  
Direct: 651-395-5216  
Mobile: 952-334-2838  
mark.schroeder@stantec.com

[stantec.com](https://www.stantec.com)

**Reference:** 113<sup>th</sup> Ave Improvements

By signing this proposal, the City of Dayton authorizes Stantec to proceed with the services herein \_\_\_\_\_  
described.

This proposal is accepted and agreed on the \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_.  
Day Month Year

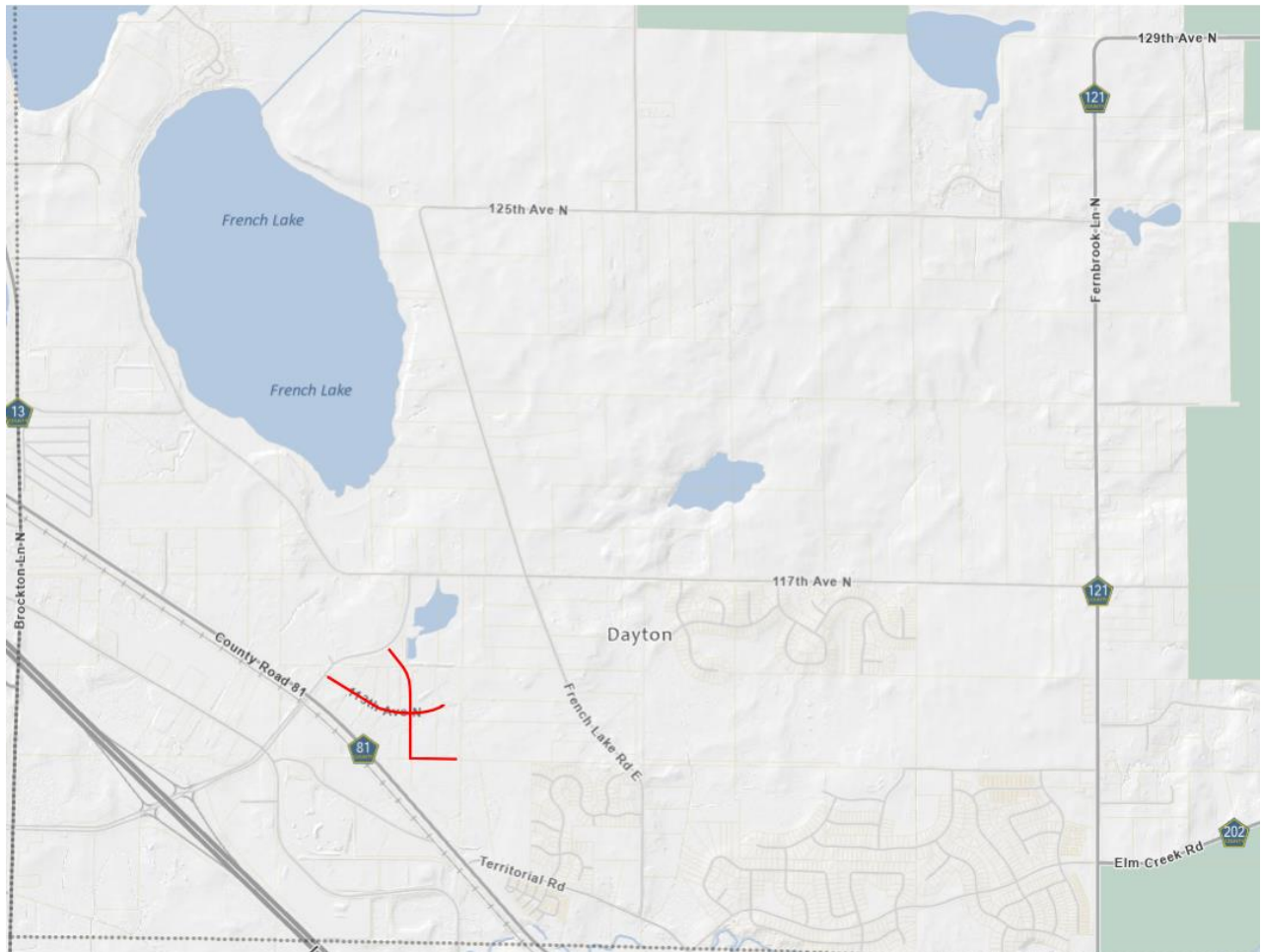
Per: \_\_\_\_\_  
Client Company Name

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Signature

Reference: 113<sup>th</sup> Ave Improvements

## Attachment A: Project Location



Reference: 113<sup>th</sup> Ave Improvements

## 113th Ave



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

**RESOLUTION 07-2024**

**ORDERING PREPARATION OF REPORT  
ON PROPOSED IMPROVEMENT PROJECT**

WHEREAS, the City Council of the City of Dayton has proposed to order the following improvement project: 113<sup>th</sup> Avenue Improvements (the “Improvement”); and

WHEREAS, the City Council proposed to assess the benefited property/properties for all or a portion of the cost of the Improvement, pursuant to Minnesota Statutes, Chapter 429.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Dayton, Minnesota:

That the proposed Improvement, called Improvement Name 113 Ave be referred to Stantec Consulting Services Inc. for study; and

BE IT FURTHER RESOLVED that that person is instructed to report to the City Council with all convenient speed advising the City Council in a preliminary way as to whether the proposed Improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the Improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcel(s).

Adopted by the City Council of the City of Dayton this 26 day of February, 2024.

\_\_\_\_\_  
Dennis Fisher, Mayor

ATTEST:

\_\_\_\_\_  
Amy Benting, City Clerk

*Motion by Councilmember \_\_\_\_\_, Second by Councilmember \_\_\_\_\_.  
The Motion passes.*

**ITEM:**Wellhouse #5**PREPARED BY:**

Jason Quisberg, Engineering

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

Approve Plans &amp; Specifications and Authorize Ad for Bids for the Wellhouse #5 project

**BACKGROUND:**

City Well #5 was recently constructed on a city owned lot in the Riverwalk development. Council authorized the final design of Wellhouse #5 back in October 2023. Plans and specifications for wellhouse have been prepared. The next step is for Council to approve plans and authorize the advertisement for contractor bids for construction of the improvements.

Wellhouse #5 is intended to house the equipment and controls necessary for drawing the water and pumping it to the to-be-constructed water treatment facility near Wellhouse #4 (roughly 0.4 miles NNE). It should be noted that the project, as proposed, also includes a permanent generator to be used as needed for continuous service during interruptions in the power supply to the building.

Project costs are expected to be roughly \$1.2-1.4M . This includes \$130,000 for site improvements, \$800,000-1,000,000 for the building and equipment, \$240,000 for engineering and \$30,000 for other indirect costs associated with the project.

**Schedule:**

Approve Plans/Authorize Bids	February 26 <sup>th</sup>
Open Contractor Bids	April 2 <sup>nd</sup>
Review Bids/Award Contract	March 26 <sup>th</sup>
Start Construction (Early)	Early May 2024
Substantial Completion	May 1, 2025
Final Completion	July 1, 2025

**RECOMMENDATION:**

Approve the plans for the Wellhouse #5 project as prepared. Authorize the Advertisement for contractor bids to complete the work.

**ATTACHMENT(S):**

Wellhouse #5 Project Plans (cover sheet only)  
Advertisement for Bids

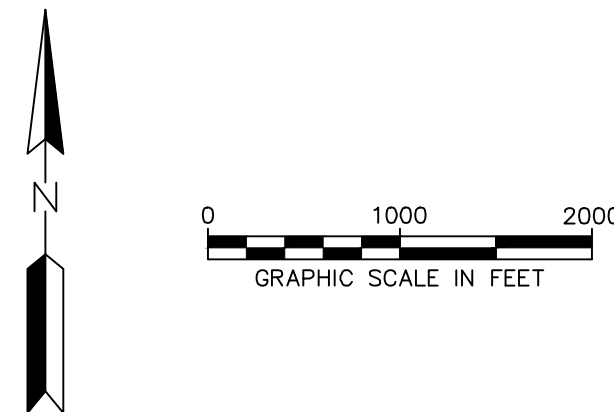
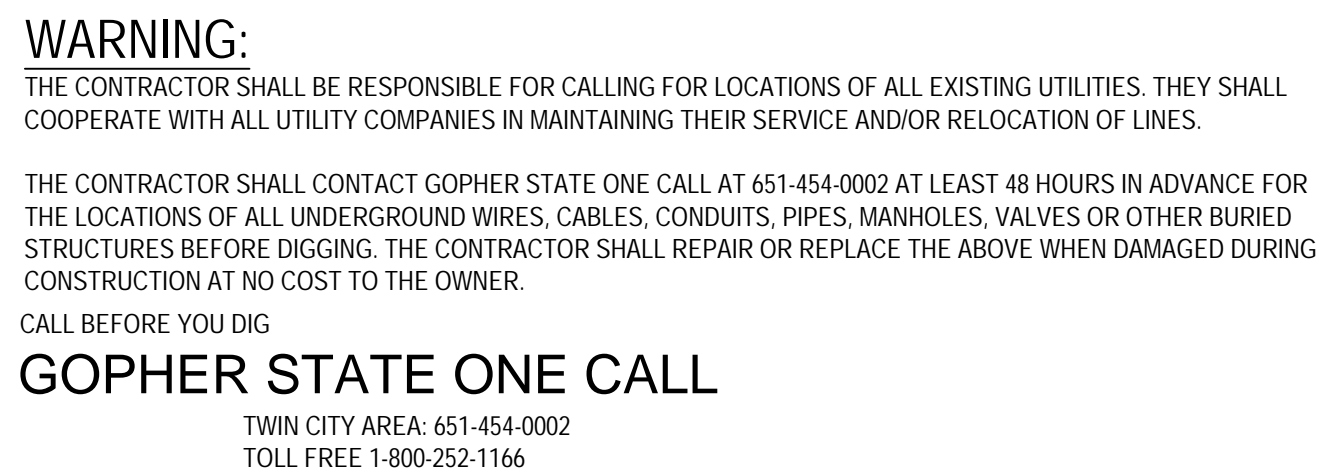


Plot Date: 02/20/2024 - 3:46pm  
Drawing name: \\US0242-PPFS001\shared\_projects\227704873\CAD\_PLAN\G-001-TITLE-SHEET-LEGEND-NOTES.dwg

CITY OF DAYTON

CITY OF  
**Dayton**

Live the difference.



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

PRINT NAME: MACKENZIE GRUNIG

SIGNATURE: Mackenzie B. Grunig

DATE: FEBRUARY 16, 2024 LIC. NO. 555884

NO	REVISION	DATE
	PERMIT REVIEW	2/16/20
SURVEY	--	
DRAWN	ADG	
DESIGNED	ADG	
CHECKED	MDG	
APPROVED	MDG	
PROJ. NO.	227704873	



**SECTION 00 11 13**  
**ADVERTISEMENT FOR BIDS**

**NOTICE TO CONTRACTORS**

Electronic Bid Proposals will be received by the City of Dayton, City Hall, 12260 South Diamond Lake Road, Dayton, MN 55327, until 10:00 a.m. , Tuesday, April 2, 2024 at which time such bids will be publicly opened and read aloud.

The work, in accordance with Drawings and Specifications prepared by Stantec Consulting Services Inc., consists of the following major items of work and approximate quantities:

Construct a wellhouse facility for Well #5 including the foundations and building structure, interior piping and all piping below grade within the building footprint, vertical line shaft well pump with surface discharge head, electrical controls, standby generator, HVAC equipment, site piping, grading, paving, landscaping and correlated appurtenances.

An optional Pre-bid meeting is scheduled at City of Dayton, City Hall, 12260 South Diamond Lake Road, Dayton, MN 55327 for 10:00 a.m. Thursday, March 21, 2024. Attendance is not required.

Each bid proposal shall be accompanied by a "Bid Security" in the form of a certified check made payable to the "City of Dayton" (OWNER) in the amount not less than five percent (5%) of the total bid, or a surety bond in the same amount, running to the OWNER, with the surety company thereon duly authorized to do business in the State of Minnesota. Such Bid Security to be a guarantee that the bidder will not, without the consent of the OWNER, withdraw their bid for a period of sixty (60) days after the opening of bids, and if awarded a contract, will enter into a contract with the OWNER; and the amount of the certified check will be retained or the bond enforced by the OWNER in case the bidder fails to do so. All bid securities except those of the three lowest bidders will be returned within five days after the opening of bids.

*Eligible Bidders for this project must meet the Minimum Criteria as defined in the Section 00 45 49 Responsible Contractor Law in accordance with Minnesota Statutes § 16C.285, subdivision 3, and additional criteria required by the OWNER.*

*A contractor responding to this solicitation document shall submit to the Owner a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in Minnesota Statutes, section 16C.285, subdivision 3. The term 'responsible contractor' as used in this solicitation document means a contractor as defined in Minnesota Statutes, section 16C.285, subdivision 3. Any prime contractor or subcontractor that does not meet the minimum criteria in Minnesota Statutes, section 16C.285, subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded the construction contract for the project or to perform work on the project. A false statement under oath verifying compliance with any of the minimum criteria shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract on the project and may result in*

*termination of a contract awarded to a prime contractor or subcontractor that submits a false statement. A prime contractor shall submit to the Owner, upon request, copies of the signed verifications of compliance from all subcontractors of any tier pursuant to Minnesota Statutes, section 16C.285, subdivision 3, clause 7. Refer to the contract documents for additional requirements associated with the Responsible Contractor Law.*

Bid Proposals shall be submitted on forms furnished for that purpose. Bids shall be submitted electronically through the QuestCDN website in accordance with the Instructions to Bidders. No bidder shall withdraw their bid, without the consent of the OWNER, for the period of days indicated above after the date for the opening thereof. The OWNER, however, reserves the right to reject any or all bids and to waive any minor irregularities, informalities or discrepancies. A work history detailing qualifications and past experience must be provided upon request.

READ CAREFULLY THE WAGE SCALES AND DIVISION A OF THE SPECIAL  
PROVISIONS AS THEY AFFECT THIS PROJECT

The Project Manual is available on QuestCDN ([www.questcdn.com](http://www.questcdn.com)). You may download the digital plan documents for \$20.00 by inputting Quest Project #xxxxx on the website's project search page. Please contact QuestCDN at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in free membership registration, downloading, and working with this digital project information, and submission of electronic bids.

Direct inquiries Ash Hammerbeck, P.E. at (612) 712-2097 or [ash.hammerbeck@stantec.com](mailto:ash.hammerbeck@stantec.com).

Amy Benting, City Clerk  
City of Dayton, Minnesota

**PUBLISHED:** QuestCDN.com: [Month and day number], [year]  
[Local Paper name]: [Month and day number(s)], [year]

**ITEM:**

Cleaning quotes

**PREPARED BY:**

Carissa Hoyt, Accounting Technician

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

Staff have been in the process of researching other options for janitorial companies in the future. A total of three companies were invited to tour our facilities and all three provided us with a quote. Council should review all the information provided and determine which company they would like to proceed with.

**BACKGROUND:**

The last cleaning contract Council approved was with Tegrete in 2021. Since then, staff has felt the services provided have declined and are not up to standards as stated in the contract for what services we are paying. Tegrete cleaning company currently cost annually \$13,620.00 for all three city facility locations and does not include the cleaning products and equipment. In researching other viable options for companies we have obtained quotes to fulfill the need for quality cleaning as the city and staff continues to grow.

The cleaning contract is budgeted in 2024 for \$19,320.00.

All new quotes that have been provided will include cleaning supplies and equipment by the company in which is not the case with our current contract. The companies that have provided us with a quote, have completed a walk through of our city facilities. They were also made aware of the city's expectations in a janitorial service.

Once a new janitorial company is selected Tegrete will be given a 30 day notice of cancellation of services.

The quotes received:

CMT Janitorial Services - This company provides cleaning services for the City of Champlin and have been in business for over 18 years. The quote total provided is \$19,224.00 annually which includes City Hall/Fire Station 2 once per week, Police Department/Public Works once per week, and the Activity Center/Fire Station 1 twice per month for cleaning services. A one-time deep clean will be included free of charge to establish a baseline.

Cady Building Maintenance, Inc.- This is not a franchise or subcontractor janitorial company and all of their cleaners are their employees. They have been in business for 30 years and are a local company. Their quote total is \$23,580.00 annually which includes City Hall/Fire Station 2 once per week, Police Department/Public Works once per week, and the Activity Center/Fire Station 1 twice per month for cleaning services.

Stratus Building Solutions - They are a franchise janitorial company that have been in the cleaning business since 2006 and currently provide janitorial services to the League of MN Cities and the City of Golden Valley. They have a 98% retention rate with their current customers. The quote total provided came in at \$13,200.00 annually which includes City Hall/Fire Station 2 once per week, Police Department/Public Works once per week, and the Activity Center/Fire Station 1 twice per month. This will also include a free one-time deep clean to establish a baseline.

**RECOMMENDATION:**

Staff recommends that we move forward with selecting CMT Janitorial Services based on the quote details, and verified recommendations from other cities. Their quote was also within the budgeted amount for 2024.

**ATTACHMENT(S):**

Quotes and references



---

January 26, 2024

Dear Bethany and Carissa:

Thank you for reaching out to us and taking the time to walk us through your facilities. Enclosed you will find our cleaning bid for commercial janitorial services for Dayton's City Hall, Fire Stations, Public Works, Police Department, and Activity Center.

We've been in business for over 18 years, and pride ourselves on consistency, customer service, attention to detail, and regular inspection checks. Included are several references; we encourage you to contact them at your convenience.

Please do not hesitate to call me with any questions. We look forward to hearing from you, and we appreciate the opportunity to potentially serve your community.

Sincerely,

Julie Karos, CEO  
CMT Janitorial Services

## **CLEANING SCHEDULE**

Facility	Frequency of Cleaning Service	Total Cleaning Labor
Dayton City Hall and Fire Station 2	1x per week	\$693/month
Dayton City Hall and Fire Station 2	2x per week	\$1040/month
Dayton Police Department and Public Works	1x per week	\$606/month
Dayton Activity Center and Fire Station 1	1x per week	\$520/month
Dayton Activity Center and Fire Station 1	2x per month	\$303/month

\*Free One-Time Deep Clean included to establish a baseline.

## **CLEANING LISTS**

The cleaning lists attached are a “guide” as we tailor them for each individual building.

CMT Janitorial will provide the equipment and cleaning products necessary to perform the janitorial cleaning. CMT can handle and order the inventory for any paper products, hand soap, kitchen supplies, and items for restrooms necessary for CMT to keep them stocked and dispensers filled.

## City Hall and Fire Station 1

Front and Back Entrances	Each Clean
Spot clean entry glass doors	X
Spot clean interior of any sidelight glass	X
Empty waste receptacles, replace liners as needed	X
Clean and polish drinking fountains in hallways	X
Vacuum any carpeted floors and walk mats	X
Sweep and mop hard surface flooring	X
Dust low horizontal surfaces above desk level within reach	X
Spot clean vertical and horizontal surfaces	X

All Offices, Cubicles and Dual Purpose Room	Each Clean
Empty waste receptacles, replace liners as needed	X
Vacuum carpet and walk mats and/or sweep and mop any hard surface flooring	X
Disinfect/wipe the desk areas that are clear	X
Dust high horizontal surfaces above desk level within reach including (unobstructed) cabinets, window sills, ledges, tops of cubicles, picture frames, top of any surfaces if appl	X
Dust low horizontal surfaces at and below desk	X
Spot clean vertical and horizontal surfaces, door kick plates and office partition glass	X

Conference Room and Chambers Room	Each Clean
Empty waste receptacles, replace liners as needed	X
Vacuum carpet and walk mats in main area and around desks	X
Disinfect wipe/dust conference room tables	X
Arrange chairs neatly around conference room tables	X
Dust high horizontal surfaces above desk level within reach including (unobstructed) cabinets, window sills, ledges and tops of cubicles	X
Dust low horizontal surfaces at and below desk	X
Spot clean vertical and horizontal surfaces, door kick plates and office partition glass	X

Brush clean/damp wipe conference room chairs	X
Wipe smudges and spot clean windows and doors	X

All Restrooms	Each Clean
Empty trash and replace liner	X
Sweep/Edge floor	X
Clean interior and exterior of toilets	X
Clean mirrors, faucets, sinks, cabinets, stainless steel and countertops	X
Refill toilet paper, paper towel and soap dispensers	X
Empty feminine waste receptacles and replace wax liners	X
Mop any hard surface flooring	X
Spot clean walls and partitions	X
High dust partitions and door jams	X

Kitchenette	Each Clean
Vacuum and mop	X
Disinfect/wipe tables	X
Disinfect/wipe outside of refrigerator and microwaves	X
Dust high horizontal surfaces such as window sills, ledges and tops of appliances	X
Sweep and edge kitchen and sweep	X
Move items on counters to disinfect and clean	X
Wipe front of cupboards and disinfect as needed	X

Fire Station: Chief Area, Locker Area and Dispatch Office	Weekly
Empty waste receptacles, replace liners as needed	X
Vacuum carpet and walk mats	X
Sweep all hard surface flooring in area outside of Chief's Office	X
Dust all areas	X
Clean bathrooms (per list above) and replenish paper supplies as needed	X
Spot clean vertical and horizontal surfaces, door kick plates and office partition glass	X
Wipe smudges and spot clean windows and doors	X



## Police Department and Public Works

Front and Side Entrances	Each Clean
Spot clean entry glass doors	X
Spot clean interior of any sidelight glass	X
Empty waste receptacles, replace liners as needed	X
Clean and polish drinking fountains in hallways	X
Vacuum any carpeted floors and walk mats	X
Sweep and mop hard surface flooring	X
Dust low horizontal surfaces above desk level within reach	X
Spot clean vertical and horizontal surfaces	X

All Offices and Cubicles	Each Clean
Empty waste receptacles, replace liners as needed	X
Vacuum carpet and walk mats and/or sweep and mop any hard surface flooring	X
Disinfect/wipe the desk areas that are clear	X
Dust high horizontal surfaces above desk level within reach including (unobstructed) cabinets, window sills, ledges, tops of cubicles, picture frames, top of any surfaces if appl	X
Dust low horizontal surfaces at and below desk	X
Spot clean vertical and horizontal surfaces, door kick plates and office partition glass	X

Training Room and Holding Cell	Each Clean
Empty waste receptacles, replace liners as needed	X
Vacuum carpet and walk mats in main area and around desks	X
Disinfect wipe/dust conference room tables	X
Arrange chairs neatly around conference room tables	X
Dust high horizontal surfaces above desk level within reach including (unobstructed) cabinets, window sills, ledges and tops of cubicles	X
Dust low horizontal surfaces at and below desk	X
Spot clean vertical and horizontal surfaces, door kick plates and office partition glass	X

Brush clean/damp wipe conference room chairs	X
Wipe smudges and spot clean windows and doors	X

All Restrooms	Each Clean
Wipe down all drinking fountains	X
Empty trash and replace liner	X
Sweep/Edge floor	X
Clean interior and exterior of toilets	X
Clean mirrors, faucets, sinks, cabinets, stainless steel and countertops	X
Refill toilet paper, paper towel and soap dispensers	X
Empty feminine waste receptacles and replace wax liners	X
Mop any hard surface flooring	X
Spot clean walls and partitions	X
High dust partitions and door jams	X
Shop sink in Public Works garage- wipe down and disinfect	X

Kitchen	Each Clean
Vacuum and mop	X
Disinfect/wipe tables	X
Disinfect/wipe outside of refrigerator and microwaves	X
Dust high horizontal surfaces such as window sills, ledges and tops of appliances	X
Sweep and edge kitchen	X
Move items on counters to disinfect and clean	X
Wipe front of cupboards and disinfect as needed	X

## Activity Center and Fire Station 2

Activity Center	Each Clean
Empty waste receptacles, replace liners as needed	X
Vacuum carpet and walk mats in main area and around tables	X
Disinfect wipe/dust room tables	X
Arrange chairs neatly around tables	X
Dust high horizontal surfaces above desk level within reach including (unobstructed) cabinets, window sills, ledges and tops of cubicles	X
Mop all hard surface flooring	X
Wipe all surface areas and appliances in kitchen	X
Wipe smudges and spot clean windows and doors	X

Fire Station: Chief Area, Locker Area and Dispatch Office	Each Clean
Empty waste receptacles, replace liners as needed	X
Vacuum carpet and walk mats	X
Sweep all hard surface flooring in area outside of Chief's Office	X
Dust all areas	X
Clean bathrooms (per list above) and replenish paper supplies as needed	X
Spot clean vertical and horizontal surfaces, door kick plates and office partition glass	X
Wipe smudges and spot clean windows and doors	X



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## **REFERENCES**

### **Sportech**

John Marte, Sr. Facilities Manager  
763-274-5178

### **Point B Solutions**

Robb Zavitz, VP of Operations  
763-762-7552

### **City of Wayzata**

City Hall, Police Department, Fire Station and Public Works  
Kathy Leervig, City Clerk  
952-404-5303

### **Sabre Plumbing, Heating and Air Corporate Offices**

Rosemary Gesino, Office Manager  
763-253-4786

A CUSTOMIZED  
**CLEANING PROPOSAL**  
PREPARED FOR  
**City of Dayton**



The office cleaning specialists where the customer comes first



9220 Bass Lake Road Suite 360  
New Hope, MN 55428  
(763) 531-0010  
Fax (763) 531-0020

*The office cleaning specialists where the customer comes first*

February 5, 2024

CITY OF DAYTON  
Bethany Benting, MCMC / Utility Billing  
12260 South Diamond Lake Road  
Dayton, MN 55327

Dear Bethany,

Founded in 1986, Cady Building Maintenance, Inc. has been providing premier cleaning services to satisfied customers for 30 years. A local company, headquartered in New Hope, Minnesota, we currently service over 400 customers spread throughout the Twin Cities metro area. Our customers include medical, office, industrial, apartment and retail environments.

At Cady Building Maintenance, we pride ourselves in providing the best cleaning service possible at economical pricing via the utilization of our proprietary "Workload System." This enables us to customize our service to the individual needs of our customers. This customization, along with our "Green Cleaning" and "Quality Control" processes, ensures the satisfaction of our customers.

Cady Building Maintenance is NOT a "franchise" or a "subcontractor" janitorial company. All of our cleaners are our employees and we self-perform all of our work, thus avoiding communication glitches and enabling us to maintain direct over-site of our product – which is cleaning.

Cordially,

A handwritten signature in blue ink that reads 'Jim Thorson'.

Jim Thorson  
V.P. of Business Development  
Cady Building Maintenance, Inc.  
[jim@cadybldgmaint.com](mailto:jim@cadybldgmaint.com)  
Phone: 763-531-0010  
Cell: 763-486-7265







Building Maintenance

## About Us

Cady's Cleaning System

## Our History

Founded in 1987, Cady Building Maintenance, Inc. has been providing premier cleaning services to satisfied customers for over 25 years. A local company, headquartered in New Hope, we currently have over 300 customers spread throughout the Twin Cities metro area. Our customers include medical, office, industrial, apartment and retail environments.

Cady Building Maintenance realizes the importance of appearance and the image of our customers, and we pride ourselves in providing the best cleaning service possible at economical pricing via the utilization of customizing our service to the individual needs of our customers.

We are NOT a "franchise" or a "subcontractor" janitorial company. All of our cleaners are OUR

employees, thus avoiding communication glitches and enabling us to maintain direct over-site of our product – which is cleaning. All of our employees are licensed and bonded to ensure protection of our customers, and includes liability insurance in excess of one million dollars.

Cady Building Maintenance is a "full service" janitorial company. That means that besides the general cleaning of our customer's facilities, we can also provide more specialized services, such as carpet cleaning, hard floor maintenance, window cleaning and duct cleaning.

**CADY's cleaning system is comprised of several components to ensure the cleanliness and health of your facility.**

## Our Employees

The first, and most important component of our cleaning system, is the utilization of personnel that has





Building Maintenance

## About Us

### Cady's Cleaning System

been extensively trained for the different duties required of a cleaning professional. Before hiring and training takes place, a thorough background check has been performed to ensure that the individual has the legal requirements to work within our country and does not have any criminal history in which to put our customer's facilities at risk.

## Green Cleaning

The second component of our cleaning system is our focus on "Green Cleaning," with the goal being to provide cleaning chemicals and equipment that have a reduced environmental impact, while providing superior cleaning performance. Cady utilizes Betco's "Green Earth" chemical line for your cleaning needs. Betco is one of the industry's leading manufacturers of Green cleaning chemicals; designed for health and sustaining the environment.

Cady also provides cleaning equipment with health and our environment in mind. All of the vacuum cleaners that are placed in our customer's facilities utilize "HEPA" filters. The HEPA filters are designed to reduce airborne organisms that can be harmful to humans. HEPA filters can help trap dust mites, mold spores and pollen pollutants and provide allergy relief for your employees.

## Workload System

The third component of our system is the utilization of a sophisticated workload program, which was developed using industrial time studies for our industry. The importance of this program is that it accurately calculates the labor hours required to effectively clean your building, based on the needs of your facility. This program takes into consideration several factors, such as square footage, floor coverings, number of restrooms & fixtures, building population, etc. All buildings are different and this program enables Cady to develop a customized cleaning program for your facility based on your expectations and the uniqueness of your building. Experience tells us that a cleaner needs to have the appropriate time to effectively clean any given facility, and this program ensures that the cleaner has the required time to do their jobs.

## Quality Control

The fourth and final component of our cleaning system is Customer

Service, which is the main ingredient to our success. Besides, the regular inspections performed by our management staff, our customers are contacted monthly by our customer service rep to ensure the quality and satisfaction of our customers. We've learned that maintaining the quality service that our customers expect is dependent on a strong management team.

## Summary

Hire good people & train them, give them the tools and time to do their jobs, and consistently monitor their work, are the secrets to our success. That success is dependent on providing superior service at a competitive rate and we hope, if selected to be your cleaning service, to have a long, professional partnership.

**Our workload system enables us to customize our cleaning to your needs and expectations.**

**CLEANING SPECIFICATIONS**  
**for**  
**CITY OF DAYTON**  
**Clean 1 Day per Week at City Hall & Public Works**  
**Clean 1 Day per Month at the Activity Center**

**A) Entrances / Reception Areas**

1. Vacuum carpets and walk off mats
2. Clean vestibule glass
3. Spot clean light switches, door frames, and walls
4. Dust horizontal surfaces
5. Sweep and damp mop tile floor
6. Empty all waste containers

**B) Hallways**

1. Vacuum carpets
2. Sweep and damp mop stairs weekly
3. Clean out all cobwebs as they appear
4. Spot clean baseboards, light switches, walls and door frames

**C) Offices / Conference Rooms**

1. Vacuum traffic lanes daily, wall to wall weekly
2. Sweep and damp mop all hard floors
3. Spot clean walls, doors, light switches and internal glass
4. Empty waste receptacles, replace liners that are soiled
5. Dust low horizontal and vertical surfaces including file cabinets, shelving, window ledges, open desk spaces
6. Clean out cobwebs as they appear
7. Straighten chairs & tables in the Conference Room & wipe down table tops.

**D) Lunchroom / Kitchenettes**

1. Clean and disinfect sinks and countertops
2. Sweep & mop hard floor
3. Empty all waste receptacles and replace liners as needed
4. Clean the exteriors of microwaves, refrigerators
5. Clean interior of microwaves
6. Spot clean walls, doors and light switch plates
7. Clean tables and chairs, including legs
8. Dust all high and low areas

**E) Restrooms / Locker Rooms**

1. Sweep, mop, and disinfect all floors
2. Replenish dispensers, soap, towels and toilet tissue
3. Spot clean walls, partitions and tops, glass, light switches, shelves, mirrors and dispensing units
4. Clean and disinfect urinals, commodes and showers
5. Clean, polish and disinfect sinks and vanities
6. Polish all stainless steel fixtures
7. Empty waste receptacles

**ADDITIONAL INCLUDED SERVICES**

1. Properly arrange furniture when finished.
2. Empty recycle bins.
3. Weekly, dust bottoms of chairs.
4. Pay attention to secure doors and alarm systems.
5. Do not lock any doors not already locked or designated to be unlocked
6. Report any accidents causing injury or damage. Record any necessary information immediately.
7. At the completion of the above duties for each work area; turn off lights with the exception of those designated.
8. Ensure all entrance doors and common hallway doors are tightly closed and locked.
9. Maintain janitor's closet in a neat and orderly condition.



*CADY BUILDING MAINTENANCE*  
*SUMMARY OF CHARGES*  
*For*  
**CITY OF DAYTON**

**MONTHLY**

<b>City Hall / Fire Station #2</b> (Clean 1 Day per Week)	<b>\$760.00</b>
<b>Public Works / Police Department</b> (Clean 1 Day per Week)	<b>\$865.00</b>
<b>Fire Station #1 / Activity Center</b> (Clean 1 Day per Month)	<b>\$170.00</b>

**Note: Pricing does not include sales tax, unless tax exempt.**

**ADDITIONAL SERVICES**

<b>Carpet cleaning</b> (Minimum \$240)	<b>\$ .20 per square ft</b>
<b>Stripping &amp; waxing</b> (Minimum \$480)	<b>\$ .55 per square ft</b>
<b>Power Scrub</b> (Minimum \$480 @ 1000 Sq Ft and under)	<b>\$ .45 per square ft</b>

**SPECIAL NOTE:**

Any extra cleaning or special projects not set forth above, i.e., carpet cleaning, strip/seal/wax tile floors, window cleaning, power scrubbing, etc., can and will be performed upon request at an additional charge.

Paper products, hand soap, air freshener, and other requested products (other than cleaning products), will be provided at an additional cost appropriate to the product.

## **REFERENCE LIST**

### **CITY OF WACONIA**

Jackie Schulze  
652-442-3103

### **CITY OF MOUND**

Catherine Pausche  
952-472-0633

### **CITY OF MAPLE GROVE TRANSIT**

Mike Opatz  
763-494-6005

### **CITY OF SOUTH ST. PAUL**

Melissa Blair  
651-554-3218





# Commercial Cleaning Proposal

Presented For:

**City of Dayton, MN**

Presented By:

Eric Husemann | [ehusemann@stratusclean.com](mailto:ehusemann@stratusclean.com) | 651-728-4433

[www.stratusbuildingsolutions.com](http://www.stratusbuildingsolutions.com)





442 Hayward Ave N  
St. Paul, MN 55128

2/19/2024

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

Dear, **Carrisa and the City of Dayton**

I would like to thank you for the opportunity to provide you with a customized Stratus Building Solutions cleaning solution proposal for your cleaning needs. After thoroughly measuring your facility, listening carefully to your requirements, and mixing in our professional knowledge of the industry, I think you'll find this cleaning program to be detailed and inclusive.

Based on this concept, you will find that Stratus Cleaning services are carried out intelligently, consistently and with the highest standards of quality and safety in mind. All Stratus services receive personal attention and supervision from dedicated and certified franchise owners. You will also receive the benefit of Stratus' formal customer service program wherein building specialists will regularly evaluate the cleaning of your facility in person to ensure that Stratus quality standards are being firmly upheld.

Stratus is excited for the opportunity to prove ourselves to you. We know that with this unique profile of ownership, **competitive pricing** and an emphasis on consistent **quality and reliability**, Stratus will always be able to deliver what was promised. We also have implemented a new app called "CleanTelligent" which will allow us to oversee and control the crew and the duties more efficiently. Because of our model and processes, we currently have a **98% customer retention rate!**

Your specifically tailored cleaning solution is on the following pages. If after reading it, you have any questions or need to make any final adjustments, please feel free to call. Otherwise, all that is needed to get started is your signature.

Best Regards,  
**Eric Husemann**



## For All Your Building Cleaning Needs

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### Who is Stratus?

Stratus Building Solutions is a commercial cleaning franchise organization that started in 2006 and has over 50 regional offices and more than 2,000 franchises that provide regular cleaning services at over 10,000 locations across the US and Canada. Stratus ranks 41 in over 4,000 franchise companies on the Franchise 500 and has won many awards.

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### Dedicated Local Team

From your professional cleaning service providers to your regional support office, the entire Stratus team is here to meet your facility's needs.

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### Cleaning Professionals

Stratus service providers are expertly trained and certified in cleaning facilities of all types.

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### Working with You

All facilities have different needs and concerns. Whether it's an unusual cleaning schedule or specific security procedures, Stratus is here to work with you for a hassle-free service.

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### Emergency Support

Have an emergency? Reach your cleaning team directly or via the regional office.

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### Going Green

Green cleaning is our standard, and we can help you maintain that effort by providing supply orders that include items like post-consumer recycled paper products and environmentally friendly hand soaps.

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### Insurance Included

Stratus provides \$2 million General Liability Insurance Coverage, Worker's Compensation, \$50,000 Janitorial Bond and theft policy coverage to every customer with every contract.

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## Cleaning for Health and the Environment

Environmental leadership is one of Stratus Building Solutions' strategic objectives extending to our customers. Responsibly cleaning for customer's health and for the environment is a crucial part of Stratus Building Solutions environmental leadership in the commercial cleaning industry.

- Stratus exclusively uses Green Seal Certified products
- Environmentally friendly procedures are our standard
- Allergen micro-filtered vacuums and low VOC chemicals make your facility virtually allergen-free

Stratus Building Solutions is committed to providing environmentally friendly cleaning services in everything we do, from conservation of materials and products to recycling. We strongly believe that responsible environmental practices make good business sense.



## Stratus Green Clean Chemicals

### Our Green Cleaning Comes Standard

- Green Seal Certified products
- Improve productivity and morale
- Improve indoor air quality
- Meet and exceed state standards for VOC compliance
- Non-Toxic, no known carcinogens

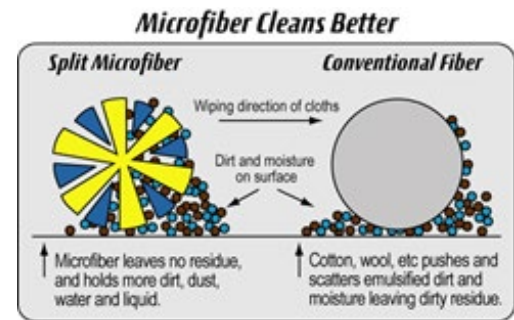


- Reduced environmental & health risks associated with cleaning products, particularly for sensitive group

## Microfiber Cleaning Techniques

### The next level of cleaning, waste reduction and cross-contamination prevention

Contributes to better indoor air quality with superior dust and dirt containment source reduction, uses less water and chemicals and lasts longer than conventional products. Our products are color-coded to match our Green Seal Certified cleaning chemicals to help prevent cross-contamination between cleaning areas like restrooms and kitchen areas.



## Branded Pro-Team HEPA Vacuum

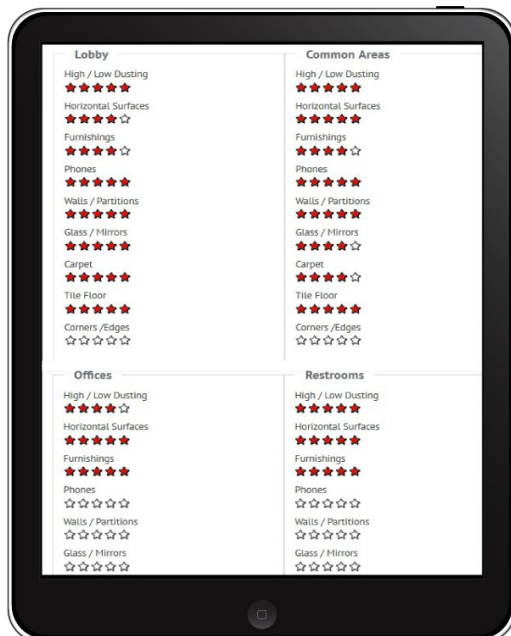
Certified Gold Level by the Carpet and Rug Institute. The combination of Microfilters and Micro-Tex filters removes hair, pollen, dust, molds and most bacteria particles down to .3 microns at a **99.8% efficiency rating**.

## Our Promise to You

### Professionalism and Quality

This is vital to achieving our ambitiously high standards and meticulous attention to detail.

- Certified cleaning professionals
- 50-Point quality audits performed routinely
- Close communication between providers, regional support office and you
- Uniforms and ID badges utilized by all staff
- Cleantelligent app for easy communication and oversight
- Effective green clean services



### Reliability

Is imperative to achieve our 100% customer satisfaction pledge.

- Prompt service
- Fully trained and experienced staff
- Ample resources to tackle each job
- Emergency support available

## General Cleaning – City Hall/Fire Station 2, Public Works/Police Department, Activity Center/Fire 1

Entrances, Hallways, Offices, Cubicle areas, Council Chamber, Locker Rooms, Stairs, Conference Rooms, Reception areas, Booking Room, etc.

	Every Clean	Weekly	Monthly
Dust horizontal surfaces – desks, counters, Tops of Lockers, Windowsills, etc.	X		
Clean horizontal surfaces for removal of spots and spillage	X		
Entrance doors and internal glass partitions and mirrors cleaned of fingerprints and smudges	X		
Empty wastepaper & recycling receptacles and replace any liner	X		
Disinfect light switches, light switch plate covers, door handles and High touchpoint areas	X		
High dusting – air vents, tops of doors, door frames, ceiling corners (as High as we can reach)			X
Low dusting – front and sides of desks, legs of chairs, tables and chair bases, Windowsills			X

## Break Areas

Kitchens, Cafeterias, Lunchrooms, Coffee Areas

	Every Clean	Weekly	Monthly
Counters and tabletops cleaned	X		
Fronts of counters and chairs cleaned	X		
Sinks cleaned	X		
Outside of refrigerator and microwave wiped down	X		
Inside of microwave cleaned	X		
Trash removed	X		
Coffee machines turned off	X		
Sink thoroughly scoured using a liquid cleanser	X		
Table bases and chair legs cleaned			X

## Floor Care

Tile, VTC, Carpet

	Every Clean	Weekly	Monthly
Vacuum, sweep, or dust mop all hard surface floors	X		
Vacuum any carpeted areas/ rugs	X		
Thoroughly mop or machine scrub all hard surface floors	X		
Detail vacuum edges and corners along walls and partitions			X
Dust all baseboards			X



## Restroom Cleaning-

	Every Clean	Weekly	Monthly
Clean and disinfect countertops, washbasins, toilets, toilet seats and urinals	X		
Clean and disinfect all dispensers, fixtures and mirrors	X		
Empty trash receptacles	X		
Spot clean partitions and tile walls	X		
Disinfect partition handles, door handles and light switches.	X		
Clean and sanitize outsides of dispensers and trash receptacles	X		
Sweep and thoroughly mop the floor with germicidal solution	X		
High dust – tops of partitions, air vents, mirror frames and tops of doors			X
Clean and disinfect restroom partitions and walls around toilets and urinals	X		

## Additional Services and Specialties

If you have a need, we will make every effort to accommodate you.

- Carpet and upholstery cleaning
- Partition fabric cleaning
- Hard floor services (stripping and waxing)
- Window cleaning -
- Seasonal cleaning
- Move-in and out cleans
- Construction cleanup
- Janitorial supplies
- Restroom supplies

It is strongly recommended a customized floor care program be implemented, including carpet care and hard floor care services, to maintain the appearance of your floors and prevent premature replacement of floor coverings.

## Stratus Onboarding Process

<b>Proposal</b>	<b>1</b>	<ul style="list-style-type: none"><li>- After the initial appointment, a proposal will be drawn up to meet the requests and needs of your facility.</li><li>- The proposal will outline each area that will be cleaned, the frequency of each cleans and the pricing.</li></ul>
<b>Review</b>	<b>2</b>	<ul style="list-style-type: none"><li>- Client to review proposal and request any adjustments to types of services and frequency.</li><li>- Please take a moment to carefully review the contract and terms and conditions.</li></ul>
<b>Signature</b>	<b>3</b>	<ul style="list-style-type: none"><li>- Send confirmed proposal to your Stratus contact.</li><li>- We will set an approximate start date to begin services.</li><li>- If your incumbent company has a contract in place, confirm exit plan and timeframe.</li></ul>
<b>Walkthrough</b>	<b>4</b>	<ul style="list-style-type: none"><li>- Your Service Provider will coordinate with you on the work schedule and frequency of services at your facility.</li><li>- If necessary, we can arrange for special services, like carpet cleaning or hard floor care at this time.</li><li>- Keys and access codes will need to be provided by the client.</li><li>- Both parties will exchange emergency contact information.</li></ul>
<b>Service Begins</b>	<b>5</b>	<ul style="list-style-type: none"><li>- Schedule initial clean with extra time considerations.</li><li>- Our operations team will conduct a quality audit after your initial clean to assure your needs are met.</li></ul>
<b>Throughout Contract</b>	<b>6</b>	<ul style="list-style-type: none"><li>- Recurring quality audits will be conducted by our operations team.</li><li>- Our services providers and operations team will be readily available to answer any questions and provide additional assistance as needed.</li></ul>

## Service Agreement

This Service Agreement, dated **2/19/2024**, is made between **[Stratus Building Solutions of St. Paul]** ("STRATUS Region") and **[City of Dayton]** ("CLIENT"). Both STRATUS Region and CLIENT agree that the STRATUS Region cleaning service will begin on \_\_\_\_\_, 2024 under the following terms and conditions.

1. CLIENT agrees to contract STRATUS Region to arrange for the performance of cleaning services according to the attached cleaning schedule. This Agreement is for Twelve consecutive months without interruption. This Agreement will commence on the latter of the dates between the one designated on the signature page and the actual date services begin.
2. This Agreement is obtained by STRATUS Region for the performance by a STRATUS Franchisee who will comply with the terms and conditions of this agreement. The STRATUS Franchisee selected to service this CLIENT will be introduced prior to the start date of service.
3. The STRATUS Franchisee has successfully completed the STRATUS Brand Certification Program and carries all required certifications and insurance. The insurance carried by the STRATUS Franchisee names the CLIENT as an additionally insured.
4. Six of the nationally recognized holidays have been taken into consideration during the calculation of this proposal. These include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If work is performed on these days, additional charges may apply.
5. STRATUS Region will invoice CLIENT on the first day of each month, and CLIENT agrees to pay STRATUS Region the amount that is due and owed under the terms of this Agreement by the 10 of the month. Late payments will incur service and finance charges. In the event of default on payment, CLIENT agrees to pay any costs for collection and/or attorney fees incurred by STRATUS Region and/or STRATUS Franchisee.
6. This Agreement may be terminated. The Client must give the STRATUS Region and STRATUS Franchisee written notice. The agreement shall terminate thirty (30) days from date of said notice. All written notices must be timely and via certified mail.
7. CLIENT agrees to verbally notify STRATUS Region and STRATUS Franchisee of any non-performance issues, in detail, prior to written notification.
8. CLIENT agrees that during the term of this Agreement and within ninety (90) days after the termination of this agreement, they will not employ directly or indirectly any employees, agent representatives or franchisees associated with the STRATUS system.



442 Hayward Ave N  
St. Paul, MN 55128

9. This Agreement is for a term of One (1) year, and shall automatically renew on the anniversary date, with the same terms and conditions, unless either party shall give written notice of termination, at least sixty (60) days, but no more than ninety (90) days prior to said anniversary date.

10. Subsequent to the anniversary of this Agreement, the price of this Agreement may be increased 2%. The STRATUS Franchisee STRATUS Region will notify CLIENT of any increase at least 30 days prior to said increase.

11. Upon acceptance of the Agreement by STRATUS Franchisee, STRATUS Region may assign this Agreement to STRATUS Franchisee for performance of the cleaning services hereunder, but STRATUS Region may retain the right for billing and collection on behalf of STRATUS Franchisee.

Client Name: \_\_\_\_\_  
\_\_\_\_\_

Client Signature:

Client Title: \_\_\_\_\_  
\_\_\_\_\_

Date Signed:



442 Hayward Ave N  
St. Paul, MN 55128

## Our Agreement Current Service

Both STRATUS Region and CLIENT do agree to all terms, conditions, cleaning schedule and pricing as outlined in this Agreement. Stratus will provide all the necessary cleaning chemicals and equipment. Client will provide all paper products, hand soap and replacement liners for trash receptacles.

Service provided: **[Days TBD]**

Monthly Janitorial Billing: **1x Week Service City Hall/Fire 2 - \$450.00 per month**  
**1x Week Service Public Works/PD - \$400.00 per month**  
**EOW Service Activity/Fire 1 - \$250.00 per month**

**Total Monthly - \$1,100.00**

- **Free One time Deep clean included to establish a baseline.**

**\*\*Note/Payment Option: This pricing includes a 5% discount for payments received by check or ACH. All other forms of payments such as credit cards will be at 5% per month added.**

**Service Address: 12260 S Diamond Lake Rd, Dayton, MN 55327**

CLIENT

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STRATUS Region

By: \_\_\_\_\_

Title: \_\_\_\_Sales Manager\_\_\_\_

Date: \_\_\_\_2/19/24\_\_\_\_

**Approximate Start Date:** \_\_\_\_\_



442 Hayward Ave N  
St. Paul, MN 55128

This proposal assumes that if it is granted, all parties will work together to maintain a mutually agreeable cleaning solution. We reserve the right to withdraw this proposal if it is not accepted within 30 days.





**SATISFIED STRATUS LOCAL CUSTOMER REFERENCE**

**Name:** City of Golden Valley/Brookview Community Center

**Attention:** Greg Simmons

**Address:** 316 Brookview Pkwy

**City, State, Zip:** Golden Valley, MN 55426

**Phone Number:** 612-297-2388

**Size of Building/s:** approx. 25,000 sq/ft

**Email :** [gsimmons@goldenvalleymn.gov](mailto:gsimmons@goldenvalleymn.gov)

**Name:** Scott County

**Attention:** Troy Beam

**Address:** 200 4<sup>th</sup> Ave W

**City, State, Zip:** Shakopee, MN, 55379

**Phone Number:** 952-496-8629

**Size of Building/s:** approx. 400,000 sq/ft

**Email:** [TBeam@co.scott.mn.us](mailto:TBeam@co.scott.mn.us)

**Name:** League of MN cities

**Attention:** Mike Marson

**Address:** 145 University Ave W

**City, State, Zip:** St. Paul, MN, 55103

**Phone Number:** 651-215-4015

**Size of Building:** Approx 60,000 sq/ft

**Email:** [mmarson@lmc.org](mailto:mmarson@lmc.org)

**Name:** City of St. Louis Park  
**Attention:** Jason Eisold  
**Address:** 3700 Monterey Dr  
**City, State, Zip:** St. Louis Park, MN 55416  
**Phone Number:** 952-924-2547  
Email: [jeisold@stlouispark.org](mailto:jeisold@stlouispark.org)

**ITEM:**

Discuss Changes to Special Assessment Policy

**PREPARED BY:**

Zach Doud, City Administrator

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

Discuss changes to Special Assessment Policy

**BACKGROUND:**

With the Pavement Management Plan recently accepted by the Council and future improvements to roads, it's important that the council understands what the funding source of those improvements will be. The current special assessment policy was adopted in 2009 but due to turnover of staff was not being followed as it was not known that it existed. After a review of the archived documents, the special assessment policy was revealed and noted that it had not been followed for several years.

At this time, it is important that we establish a good baseline policy for how we handle special assessments related to public improvement projects including streets, utilities, etc. Staff is looking for direction on how to amend this current special assessment policy so that all projects have an understanding if special assessments will be used to fund the project, a portion of the project, or nothing at all.

Staff has not made any changes to the current policy to allow for the council to provide direction more freely.

**ACTION:**

Discuss changes and changes will be implemented for future approval.

**ATTACHMENT(S):**

Special Assessment Policy



## **Special Assessment Policy**

### **GENERAL**

#### **Purpose**

The purpose of this assessment policy is generally provide a uniform method of assessment for public improvement costs.

#### **Special Cases/Benefits/Appraisal**

The Special Assessment Policy allocates public improvement costs to the benefitting property based on the improvement cost (or percentage thereof) with regard to parcel size, front footage, or other method described herein. It is recognized that these rules cannot be applied indiscriminately and variations shall be permitted when strict adherence to the policy would result in a non-uniform assessment or one not bearing an appropriate relationship to benefit received. When there is a need to deviate from the established rules, or an individual assessment is challenged, the matter may be referred to the City Council for consideration of possible changes or additions.

#### **Change in Policy**

A substantive change in this Assessment Policy shall be submitted to the Council for approval prior to implementation of such change.

#### **Definitions**

Attachment A (Definitions) provides meaning for words, terms, and phrases which are commonly used as part of the public improvement process. Unless language or context clearly suggests a different meaning, the definitions in Attachment A shall apply.

## **PUBLIC IMPROVEMENTS**

### **UTILITY**

#### **1. Trunk**

Trunk Improvements for sanitary sewer, water, and storm sewers consist of trunk facilities and mains constructed of larger diameter pipe than is necessary to provide minimum standard service to meet the needs of the adjacent property. This oversizing is provided to accommodate the cumulative needs of the entire service district(s) or community at large. The difference in the cost of the minimum standard lateral requirements for the adjacent property and the oversizing requirement and related appurtenances for the larger service district(s) is called the Trunk Cost. This Trunk Cost shall be assessed to all benefiting properties and can include all non-assessed costs of previous publicly installed Trunk Improvements providing service to the assessable benefited property.

The assessable cost for Trunk Water Oversizing and related Trunk Area Improvements shall incorporate all parcels that are in the service area benefiting from the trunk water main as defined by the City Engineer and Comprehensive Water Plan.

The assessable area for Trunk Sanitary and Storm Sewer Oversizing and related Trunk Improvements shall incorporate all parcels that are within the district(s) serviced by the Trunk as defined by the most recent Comprehensive Sanitary or Storm Sewer Plan (as modified by any recent topographic changes) and any additional property that is or will be serviced by the Trunk through the installation or extension of a lateral. One of the methods provided herein will be utilized for assessments.

#### **2. Lateral Benefit from Trunk**

When a Trunk Sanitary Sewer, Water Main or Storm Sewer System is constructed adjacent to or within a parcel allowing direct connection of services thereby precluding the need to construct a separate lateral system, or portion thereof, the adjacent property shall be assessed the equivalent cost of constructing the lateral system required as if the Trunk facility were not immediately available. The Lateral Benefit from Trunk Assessment shall be calculated and allocated to the benefited property by one of the commonly used assessment methods.

### **STREET**

1. Street Classification.

Street classification in accordance with the Transportation Plan is as follows:

<u>Classification</u>	<u>Jurisdiction</u>
Local	City
Neighborhood Collector	City
Community Collector	City
Minor Arterial	City or County
Principal Arterial	County or State

2. Equivalent Street Assessment.

When a public street is constructed, widened, renovated and/or rebuilt to standards greater than the minimum requirements of the adjacent property, the actual improvement costs of (up to and including) the calculated equivalent assessment for the improvement shall be assessed against the benefited property (refer to V. Method of Assessment Part C.2.) All improvement costs of oversizing the public street to its functional classification design standards beyond the need of the abutting property shall be responsibility of the City.

## **INFRASTRUCTURE MAINTENANCE/ RECONSTRUCTION**

1. Sanitary Sewer / Water

Maintenance and operation costs shall be financed by monthly or quarterly fees (rate) based on water usage. In the case of sanitary sewer, the usage shall be based on water usage in the winter months. It's likely the rate will not include full reconstruction (replacement) costs and provide an acceptable rate. Therefore, a portion of the reconstruction costs shall be assessed.

2. Storm Sewer

Maintenance and operation costs shall be financed by a storm water utility. The storm water utility may be included with the monthly or quarterly fees for sanitary sewer and water. The rate will be based on a flat rate for residential property and a rate accounting for area / percentage of hard surface for non-residential property. It's likely the rate will not include full reconstruction costs and provide an acceptable rate. Therefore, a portion of the reconstruction costs shall be assessed.

3. Street.

Maintenance (seal coat, crack seal, patching, gravel road repair, etc) costs shall not be assessed. In the case of street reconstruction / upgrade, the following percentage of project costs shall be assessed:

<u>Land Use/ Street Type</u>	Street Reconstruction Percentage Assessed	
	<u>Existing Bituminous</u>	<u>Gravel to Bituminous</u>
Residential / Agricultural		
Local Street	50%	100%
Collector Street	50%*	25%
Non-Residential		
Local Street	100%	100%
Collector Street	100%	100%

\*50% of residential equivalent rate for collector street

## **PUBLIC IMPROVEMENT PROCESS**

Assessments associated with public improvement projects must follow a procedure, which is summarized below:

- A. Project Initiation
- B. City Council Authorizes Feasibility Report
- C. City Council Receives Feasibility Report
- D. Informational Meetings
- E. City Council Schedules Public Hearing
- F. Public Hearing
- G. City Council Authorizes Plans/ Specifications
- H. City Council Approves Plans/ Specifications for Bidding
- I. City Council Receives / Reviews Bids
- J. City Council Establishes Assessments
- K. City Council Schedules Assessment Hearing
- L. Assessment Hearing
- M. City Council Adopts Assessment Roll
- N. City Council Awards Project to Contractor
- O. Project Construction
- P. City Council Approves Final Payment to Contractor

State Statute outlines the above process and includes certain time elements and public notice requirements. In some cases certain items stated above can be combined and happen at the same time. In addition, dependent on the project and City Council direction, a few items could occur later or earlier in the process provided they don't conflict with State Statute (e.g. Assessment Hearing can occur after the project is constructed or any time during the construction of the projected provided the Public Hearing has been held, closed, and the project approved).



## **FINANCING**

### **General**

Financing a public improvement may include many revenue sources. The revenue sources should be identified in establishing the feasibility of a public improvement project.

### **Bonding**

A public improvement project may be financed by Bonds, which are paid back in whole or in part through special assessments. If the City assesses more than 20% of the project cost to the benefitting property, a vote referendum is not required to proceed with the public improvement.

### **Funding Sources**

Pursuant to MS. §429.051, properties adjacent to improvements that incorporate cost participation by the City in combination with Federal, State and/or County funds should be assessed an amount equal to the benefit received, regardless of the ratio of financial contribution by an outside funding source involved. The City, at its option, may defer any assessment for Senior Citizens pursuant to City Code, Section 304.09. Additionally, the City, at its option, may defer any assessment prior to development pursuant to MS. §429.061 upon such items and conditions and based upon such standards and criteria as may be provided by resolution of the City Council on a case-by-case basis.

### **Indirect Costs:**

Project costs other than construction shall be assessed. These costs known as indirect costs are summarized below, but are not limited to the following. Their estimated cost, based on a percentage of construction, is generally:

<u>ITEM</u>	<u>ESTIMATED PERCENTAGE OF CONSTRUCTION</u>
A. Administration	3
B. Legal	1
C. Fiscal	1
D. Engineering Concept/Design	7-10
E. Engineering Construction	7-12
F. Geo-technical	1
G. Easement (Preparation/Acquisition)	1-3
H. Construction Interest	1
I. Contingency	<u>1-3</u>
<i>Total</i>	25-35

## **METHOD OF ASSESSMENT**

### **General**

The City Engineer and City Staff shall recommend to the City Council the distribution of the public improvement cost to the benefitting property. The preferred method of assessment will likely be dependent upon the type of project, specific improvement, and land use. Different methods of assessment are available, which are as follows:

1. Per Lot.

Lots served by the improvement are assessed equally because all lots are similar.

2. Equivalent Unit.

Property served by the improvement is assessed based on an equivalent unit because all properties included in the project are not similar. A multiplier will be applied to adjust for dissimilarity between properties.

3. Area.

Property served by the improvement is assessed based on area either by acre or square footage. The assessable area shall not include the following:

- Wetlands/Public Waters
- Existing/Future Street ROW not to exceed 10% of the total area
- Regional/Community Parks as determined from the Park, Trail and Open Space Plan.
- Outlots in the Critical River Area designated for open space to satisfy density requirements

4. Linear.

Property served by the improvement is assessed based on their front footage. The assessable front footage may not include front footage abutting non-developable frontage such as wetlands, etc. Corner lots, double frontage lots, etc. are given appropriate credit to equalize assessments.

## Land Use Type

Land use shall be classified based on the Comprehensive Plan and shall generally be:

1. Commercial/ Industrial.

Land use designed to serve local, community and regional shopping, employment and service needs, including community parks, schools, churches, cemeteries, city facilities and other recreational facilities (e.g. golf course, bowling alley, etc.). Manufacturing, warehouse and some office use is industrial.

2. Residential.

Single family, townhouse, twin home, apartments, condominium, and local parks serving residential neighborhoods.

3. Agricultural.

Land designated for farming and/or a holding zone/urban reserve area set aside for future development.

## Land Use Assessment

The assessment shall be based on the Comprehensive Plan. The assessment for different land use for new construction shall be assessed as follows:

1. Commercial/Industrial (Non-Residential).

Commercial/Industrial property in nearly all cases will be considered similar for assessment purposes and shall be assessed 100% of the improvement cost. However, the assessment shall be no more than that of a commercial/industrial equivalent for each improvement as stated below.

Sanitary Sewer	10" diameter
Water Main	12" diameter
Street/Storm Water	52' wide street (9-10 ton design)

Credit shall be considered for oversizing for public infrastructure constructed and financed privately by a developer. The credit shall be determined on a case-by-case basis and take into account lateral benefit. Once the credit is determined the city reserves the right to reduce the credit up to an additional 50% due to multiple interpretations of establishing lateral benefit and pricing.

Assessments to non-residential property governed by state statute (e.g. cemetery) shall apply.

## 2. Residential.

Residential property shall be assessed 100% of the public improvement cost for utilities. However, the assessment shall be no more than that of a residential lateral equivalent for utility as stated below:

Sanitary Sewer	8" diameter
Water Main	8" diameter

In the case of street/storm sewer, residential property shall be assessed 100% of the improvement cost, however no more than the equivalent street width and section based on density as stated below:

Single Family	30' wide street (7 ton design)
Density Greater than Single Family	44' wide street (7 - 9 ton design)

A credit shall be considered for oversizing for public infrastructure constructed and financed privately by a developer. The credit shall be determined on a case by case basis and take into account lateral benefit. Once the credit is determined the city reserves the right to reduce the credit an additional 50% due to multiple interpretations of establishing lateral benefit and pricing.

In some cases it may be desirable to differentiate between residential properties in determining assessments for street improvements, based on an equivalent unit as follows:

	<u>Equivalent Unit</u>	<u>Percentage of Single Family</u>
Single Family Unit	1	100%
4 Units or Less	0.36	36%
5-10 Units	0.24	24%
11 Units or More	0.12	12%

The above table in a general way differentiates residential properties based on market value.

## Agricultural

Agricultural property shall be assessed in accordance with its development potential based on the Comprehensive Plan. Improvements that are constructed that abut agricultural property, but are not assessed, may at the discretion of the City Council be assessed as lateral benefit or connection charge at a later date as a condition for development approval or when connections are made to the improvement.

# ATTACHMENT A

## DEFINITIONS

- 1) "Adopted Assessment" means an assessment that has been approved by the City Council.
- 2) "Area Assessment Method" means the assessable cost of the improvement is allocated to benefitted parcels using a ratio of the assessable area of the parcel to the assessable area of the improvement.
- 3) "Assessable Cost" means that portion of the Improvement Cost to be financed by special assessments against benefitted properties.
- 4) "Assessable Footage" means the linear dimension of a parcel reduced by all applicable credits which is used to provide a fair and equitable method of spreading the assessable cost to the benefitted parcels.
- 5) "Assessment Method" means the method by which assessable costs are distributed to the benefitting parcels. Commonly used methods are: (1) per lot, (2) lot equivalent, (3) area, (4) linear, (5) lump sum, (6) access/connections.
- 6) "Assessment Rate" means the assessable cost of the improvement divided by the number of lots, lot equivalents, assessable footage or area as determined by the assessment method used. An assessment rate may be "weighted" to apportion the benefits of the improvement fairly and equitable.
- 7) "Certified Assessment" means an assessment that has been adopted and forwarded to the County Auditor for extension on to the property tax rolls.
- 8) "Connection/Availability Charge" means a fee required of the benefitted property owner to connect to a City utility. This fee compensates the City for expenses incurred to provide and maintain a reliable utility delivery system.
- 9) "Deferred Assessment" means a certified assessment for which levy will be delayed. These may be legislative deferrals, i.e., Green Acres or other deferral of payment by the Council.
- 10) "Equivalent Unit Assessment" means an assessment levied against a property when an oversized utility or street improvement abuts the property. The assessment is computed using an assessment rate that estimates the cost of a utility lateral or local street requirement as necessary to provide the minimum standard depending on the property's zoning or use. A multiplier shall be established to make dissimilar properties equal.
- 11) "Front Side" means the side from which primary access is taken in the case of street improvements and the addressed side in the case of utility laterals and services. If the parcel is undeveloped, the front side is the side abutting the actual improvement.
- 12) "Improvement" means development or redevelopment of any physical construction, reconstruction, maintenance, alteration, installation, or other activity to public infrastructure or buildings that provide better or continuous service.

- 13) "Improvement Cost" means the total cost of the improvement which shall include but not be limited to: construction, engineering, administrative, legal and bonding, interest, right-of-way, easement and other costs associated with the improvement.
- 14) "Infrastructure" means existing public utilities and streets owned and maintained by the City. Other infrastructure may include private utilities in public right-of-way / easements owned and maintained by private utility companies (e.g. electric, telephone, gas, cable, etc.)
- 15) "Lateral" means that portion of a utility improvement that provides direct service to a limited area as necessary to provide minimum standard service to meet its immediate or future demands.
- 16) "Lateral Assessment" means the assessable cost of that portion of the improvement that relates to the lateral.
- 17) "Lateral Benefit From A Trunk" means that portion of a trunk facility that provides direct lateral service to abutting parcels. (See also equivalent assessment.)
- 18) "Levied Assessment" means an adopted assessment that is extended onto the property tax rolls for collection by the County.
- 19) "Linear Assessment Method" means the assessable cost of the improvement is allocated to the benefitted parcels using a ratio of assessable frontage of a parcel to the total assessable footage in the improvement.
- 20) "Linear Improvement Rate" means the assessable cost of the improvement divided by the abutting footage in the improvement.
- 21) "Lot Assessment Method" means the assessable cost of the improvement is allocated equally to each existing lot benefitted by the improvement.
- 22) "Lump Sum Method" means the assessable cost of the improvement is allocated to a single parcel.
- 23) "Minimum Standard" means those dimensions as defined in the City's adopted Engineering Standards Manual.
- 24) "Net Assessable Area" means the gross area of the parcel reduced by any dedicated pond easements and reduced by all dedicated public right-of-way or roadway easements.
- 25) "Oversizing" means the increase in size of infrastructure beyond what is necessary to provide minimum standard service to the immediate serviceable property.
- 26) "Reallocation of Special Assessments" means an allocation of special assessments to parcels other than those specifically benefitted.

- 27) "Sidewalk" means a pedestrian walkway accommodating 2-way walking traffic usually constructed of concrete, brick or other masonry material and usually 6' or less in width.
- 28) "Special Assessment" means an apportionment of the assessable cost of the improvement to the benefitted property.
- 29) "Street" means any public thoroughfare that is designed and built at the minimum standard requirements to serve the adjacent property and/or immediate surrounding area.
- 30) "Trail" means a pathway to accommodate 2-way pedestrian and non-motorized cycle traffic usually constructed of bituminous, gravel or landscape material and usually 8' or greater in width.
- 31) "Trunk Assessment" means an assessment for a trunk facility based upon assessable area and the trunk facility rate.
- 32) "Trunk" means facilities and related equipment and appurtenances where the utility mains are greater than the minimum standard requirements for laterals. Trunk utilities (or oversized laterals) provide for lateral service availability to a defined service district or the community at large. Trunk facilities may include but are not limited to sanitary sewers, watermains, ponds and storm sewers as defined by the adopted Comprehensive Engineering Study.
- 33) "Trunk Area Cost" means the cost of trunk improvements less the cost of any minimum lateral requirements included in the trunk improvement.
- 34) "Trunk Storm Sewer" means ponds, pipes, equipment and related appurtenances that are designed to accommodate the surface water runoff from specific drainage districts. It also includes all pipes which serve as connectors between ponds as well as the outlet systems from designated pond areas identified in said Comprehensive Plan.
- 35) "Utility Service Line" means a small sized pipe extended from the utility lateral to the abutting property line or easement line as necessary to allow a private connection for utility service.
- 36) "Utility Service Assessment" means the assessable cost of that portion of the improvement that relates to the utility service line.