

**AGENDA**  
**CITY OF DAYTON, MINNESOTA**  
**12260 S. Diamond Lake Road, Dayton, MN 55327**  
**Tuesday, March 12, 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**
- SWEARING IN OF PROBATIONARY FIREFIGHTERS - OATH OF OFFICE**
- CONSENT AGENDA**     *These routine or previously discussed items are enacted with one motion*
- 6:40
- A. Approval of Council Meeting Minutes of February 26, 2024
- B. Approval of Payment of Claims for March 12, 2024
- C. Approve Plans and Authorize Bids for Stephens Turn Lane
- D. Approval of Hiring an Administrative Assistant
- E. Approval of Conditional Job Offer to Brandon Bateman for a Full Time Police Officer
- F. Approval of Conditional Job Offer to Donald Cebula for a Full Time Police Officer
- G. Approval of Promoting Travis Henderson to Lieutenant for Fire Station One
- H. Approval of Ordinance 2024-04; Amending Ordinance 2024-02; Fee Schedule
- I. Approval of Posting for Senior Planner Position
- J. Acceptance of Memo from City Attorney on Tax Forfeiture Properties
- 6:45        **OPEN FORUM**     *Is limited to Three minutes for non-agenda items; state your name and address; No Council Action will be taken and items will be referred back to staff*
- 6:50        **STAFF, CONSULTANT AND COUNCIL UPDATES**
- Presentations**
- 7:00        Hennepin County Commissioner, Kevin Anderson
- COUNCIL BUSINESS**
- New Business**
- 7:15        K. Partnership for Community Risk Reduction, Care Resource Connection
- 7:20        L. Pro-Forma for Fire Training Facility
- 7:35        M. Future Park Dollars Discussion
- Action Items**
- 7:55        N. Approval of AE2S to Complete Technical Review of Wellhead Treatment Plant
- 8:00        O. Approval of Street Sweeping Contract
- 8:05        P. Approval of Dust Control Contract
- 8:10        Q. Approval of Permanent Easement to Three Rivers Park District
- 8:15        **ADJOURNMENT**

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

ITEM: Firefighter Oath of Office

PREPARED BY: Fire Chief Gary Hendrickson

POLICY DECISION / ACTION TO BE CONSIDERED: Recognition and oath of office for 7 probationary firefighters.

BACKGROUND: The journey to becoming a firefighter became a reality for the following Firefighters Payton Barthel, Brad Breeggemann, Jason Hrdlicka, Mark Lucht, John Knutson, Tim Maguire, and Blake Rizner, who will receive the oath of office. All probationary firefighters participated in firefighter one and two, hazardous materials operations, and emergency medical technician. Collectively this training amounted to more than 360 hours of training.

CRITICAL ISSUES: N/A

RECOMMENDATION: Please congratulate and recognize the sacrifice Payton, Brad, Jason, Mark, John, Tim, and Blake has made to ensure all members of the community and those who transverse through is safe.

ATTACHMENT(S): N/A

***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; Planning Consultant, Kevin Shay; Police Chief, Paul Enga; City Administrator/Finance Director, Zach Doud (remote); Assistant City Administrator/City Clerk, Amy Benting; Community Development Director, Jon Sevald

### **PLEDGE OF ALLEGIANCE**

### **APPROVAL OF AGENDA**

Benting requested to add the resignation of Tori Leonhardt, Associate Planner II, to the Consent Agenda.

**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 February 13, 2024
- B. Approval of Payment of Claims for February 27, 2024
- C. Approval of Gambling Permit at Daytona Golf Club for March 9, 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
- K(1)Resignation of Tori Leonhardt, Associate Planner II

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

### **OPEN FORUM:**

No one was present for Open Forum.

### **STAFF, CONSULTANT AND COUNCIL UPDATES:**

**Farrell** stated that concrete work is still ongoing with the Well Head Treatment Plant.

Farrell stated that a neighborhood meeting was held last Thursday at Sundance Park that was well attended. There was constructive conversation. The boards were available to folks to put stickers on what they want and what they don't want. The concept revisions are being made and will be presented at the March 4<sup>th</sup> Parks Commission Meeting.

**Hendrickson** stated that Engine 11 was successfully sold to the Hawkins Fire Department.

**Fisher** stated that on February 18<sup>th</sup>, Burnsville lost two officers and a paramedic. If there is an opportunity for additional training for our officers and paramedics, we should seize it.

Fisher stated that a resident in Grandstrum wants speed limit signs posted at the Grandstrum access points. Enga stated that what is currently posted is all that is needed under State law.

Additional discussion ensued regarding the addition of signs.

## **COUNCIL BUSINESS**

### **Action Items:**

#### **L. Adopt Ordinance 2024-03; Ordinance Relating to Unmanned Aerial Vehicles (Drones)**

Doud stated that there has been an uptick in the use of drones withing the City and this Ordinance is in place to secure the safety and privacy of our residents.

Fashant raised a concern about the City requiring the owners/operators to carry liability insurance and asked how is this being handled? Doud stated that he is not aware of the exact parameters but anyone using a drone for business purposes should carry liability insurance. Fashant stated that the way it is written, the City Council would be responsible for setting the amount of insurance. Benting suggested that perhaps this particular language needs to be removed from the Ordinance.

**MOTION:** Motion was made by Councilmember Trost, seconded by Councilmember Henderson, to adopt Ordinance 2024-03; Ordinance Relating to Unmanned Aerial Vehicles (Drones), as amended to strike E. The motion carries unanimously.

#### **M. Water Trail Proposal**



Farrell came forward and stated that this proposal has been held back due to the Federal Funding not being released. The next expected date for the Federal Funds to be released is sometime in March of this year.

Farrell stated that the City has been working with DNR on a large project.

Funding for these projects include \$250,000 of City funding, \$100,000 from the National Park Service, and \$850,000 from the Federal funding. Currently, the focus is on Elsie Stevens Park. City funding will be used initially, and then the grant funding will be used prior to the use of additional City funding. There was additional discussion regarding kayak rentals and bike rentals.

Fashant raised the concern of possibly duplicating some of the work, because of the various stages of work.

Fisher asked if Three Rivers Park District has agreed to participate financially in this project. The answer is yes.

Salonek expressed his desire to wait until all the Grant funding is available before investing in the project.

Rain Gardner, with MSA, joined the meeting via Zoom. Gardner stated the Federal government likes to see what they refer to as "shovel ready projects." If you move forward with your planning, it will also encourage others to invest in the project. The shovel ready projects are the ones that receive funding first.

Fashant stated that there is a risk, but it does make sense in light of receiving the Federal funding.

**MOTION:** Motion was made by Councilmember Trost, seconded by Councilmember Fashant, to move forward with Phases 1, 2, 3, and 5 of the Water Trail Proposal. The motion carries 4 ayes, 1 nay (Salonek).

**N. Approval of 2024 Trail Improvements Engineering Proposal**

Quisberg came forward and provided background information on the above referenced proposal. The Parks Commission has been discussing trails throughout the City and labeling some as priority. One such priority is the connection along River Road with the existing loop down to 142<sup>nd</sup> Avenue. The preliminary estimate is more than \$1,000,000. There are some challenges with potential wetlands but there appears to be adequate right-of-way. The funding source would be entirely local through the City Trail Fund. Construction would likely take place late this summer or early fall. Three Rivers Park District has confirmed their willingness to partner with us, but they want the City to put together a formal request.

Additional discussion ensued regarding the funding from Three Rivers Park District.

Quisberg stated that the initial commitment would be \$64,000 for the design.

**MOTION:** Motion was made by Councilmember Trost, seconded by Councilmember Henderson, to approve the 2024 Trail Improvements Engineering Proposal. The motion carries 4 ayes, 1 nay (Salonek).

**O. Resolution 07-2024; Authorize 113<sup>th</sup> Avenue Improvements Feasibility Study**

Quisberg stated some improvements were considered back in 2007. There was minimal property owner support at that time, and the project was stopped. It has been on the CIP for a number of years. Back in 2021, there was a meeting with the property owners and had a very good turnout. There was a lot of hesitancy because the property owners all had septic systems that were working just fine. The next step would be a feasibility study. One of the primary objectives of the project is to get the trunk sewer farther north. Another objective would be to get the utilities and street improvements to the properties within the industrial park. There will be land rights that will occur with this project. There will also be some easements at a minimum and potentially some rights-of-way if the City wants to preserve the ability to extend the road south.

Additional conversation ensued regarding the fact that the three components of this project can be completed independently from one another.

Quisberg explained that part of the feasibility study is figuring out the land rate needs and to start those negotiations. Fashant inquired about the potential for DDL to develop their land. Quisberg stated that their EAW has been prepared and approved. The next step would be a Concept Plan. Quisberg stated that DDL is aware that if the City fails to bring the sewer pipe, they would have to bring it themselves, which will likely kill the project. Salonek stated the urgency to do this project isn't that great, so we should find out how much they are willing to kick in for the project. Trost stated the feasibility study needs to be completed in order to figure out what the cost will be. Trost further stated that it is good to be proactive rather than reactive. Fisher stated that proactive isn't always the smart route and sometimes a lot of money can be wasted prepping.

There was discussion regarding the limitations that will arise based on utilities and roadways.

Sevald asked how the property north of 117<sup>th</sup> Avenue would receive service. Quisberg stated that it would happen through this project. Sevald stated that if the DDL property is not serviced, the only other industrial area being served would be west along Territorial.

Fisher asked where the funding for this project would come from. The answer is the Pavement Management Fund. Quisberg stated there would be potential to use State Aid dollars. Doud stated the funding would be from multiple sources, but mainly from the Water, Sewer, and Storm Water Funds.

Additional conversation ensued regarding the urgency or lack thereof for the project. Quisberg stated that construction would not begin before next spring.

Additional discussion ensued.

**MOTION:** Motion was made by Councilmember Salonek, seconded by Councilmember Fashant, to table Resolution 07-2024; Authorize 113<sup>th</sup> Avenue Improvements Feasibility Study. The motion carries unanimously.

**P. Approve Plans and Authorize Bids for the Wellhouse #5 Project**

Quisberg gave the following re-cap: 1) Wellhouse #1 and #3 serve The Historic Village area in the northwest portion of the City; 2) Wellhouse #2 and #4 serve the northeast portion of the City; and 3) Wellhouse #5 is located in the Riverwalk Development. The Water Treatment Plant was approved and is being constructed adjacent to Wellhouse #4. The production well has been drilled and tested. The design of Wellhouse #5 was approved in October of 2023. The project cost estimate is between \$1,100,000 to \$1,400,000. The expected completion is May of 2025.

There was discussion about the possibility of using Well #5 prior to the completion of the Well Head Treatment Facility.

Salonek stated that often times the engineering cost is 10% - 15% of the completed project, but this is 20%. Salonek asked why the engineering cost is so much more. Quisberg stated that it was due to the complexity of the project. There are seven or eight disciplines involved in this particular project.

**MOTION:** Motion was made by Councilmember Salonek, seconded by Councilmember Trost, to approve plans and authorize bids for the Wellhouse #5 Project. The motion carries unanimously.

**Q. Approve New Contract for Cleaning Services**

Benting stated that this was brought on by City Staff. There was discussion regarding the quotes that were provided in the Councilmembers' packet of information for the meeting.

**MOTION:** Motion was made by Councilmember Fashant, seconded by Councilmember Henderson, to approve new contract for cleaning services. The motion carries unanimously.

**New Business:**

**R. Discussion of Special Assessment Policy**

Doud stated there is a copy of the Special Assessment Policy in each Councilmember's packet, which was adopted in 2009.

Salonek stated that road work should come from taxes rather than from special assessments. Fisher stated that he has a hard time using a special assessment for the larger projects when a good portion of the users are not locals. Fisher further stated it does make sense to use a special assessment within neighborhoods when the only people who use the roads are people who live in the neighborhood.

Additional conversation ensued regarding the question of whether to use special assessments.

There was consensus that the Special Assessment Policy needs some wordsmithing, and the roads need to be taken out of the Policy altogether. The Staff will revise the Policy and return it to the Council for review.

Additional conversation ensued various special assessments that were made over the years.

**ADJOURNMENT**

Fisher declared the meeting adjourned at 8:36 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 March 12, 2024**

	<b>Totals</b>
<b>Claims Roster 03-12-2024</b>	<b>\$ 446,289.01</b>
<b>Prepaid 2-29-2024 EB</b>	<b>\$ 58,038.34</b>
<b>Prepaid 3-08-2024 FB</b>	<b>\$ 2,495.96</b>

<b>Total Payments:</b>	<b>\$ 506,823.31</b>
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<b>Payroll 2-29-2024 Bi-Weekly 05</b>	<b>\$ 87,904.81</b>
<b>Payroll 03-08-2024 FD</b>	<b>\$ 11,383.39</b>

Check # sequence to be approved by City Council from meeting date of 03/12/2024:

**Checks # 076446-76513**

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DB: Dayton

## INVOICE REGISTER REPORT FOR CITY OF DAYTON MN

EXP CHECK RUN DATES 03/12/2024 - 03/12/2024

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
12470692 40951	ACME TOOLS-PLYMOUTH PW; SUPPLIES 101-43100-50210 601-49400-50210	03/04/2024 CHOYT PW; SUPPLIES PW; SUPPLIES	03/12/2024	2,414.40  1,207.20 1,207.20	2,414.40	Open	N 03/04/2024
12479109 40987	ACME TOOLS-PLYMOUTH PW; SUPPLIES 101-43100-50210	03/04/2024 CHOYT PW; SUPPLIES	03/12/2024	89.00  89.00	89.00	Open	N 03/04/2024
7910 40930	ALEX AIR APPARATUS INC FD; COMPRESSOR SERVICE AND AIR 101-42260-50220	02/28/2024 CHOYT FD; COMPRESSOR SERVICE AND AIR QUALITY	03/12/2024	904.37  904.37	904.37	Open	N 02/28/2024
7909 40931	ALEX AIR APPARATUS INC FD; COMPRESSOR SERVICE AND AIR 101-42260-50220	02/28/2024 CHOYT FD; COMPRESSOR SERVICE AND AIR QUALITY	03/12/2024	932.08  932.08	932.08	Open	N 02/28/2024
20319772 40946	ALLSTREAM CH; TELE/COMMUNICATIONS FEB-MAR 2024 101-41810-50321 101-41810-50321	03/01/2024 CHOYT CH; 763-427-3708 FAX CH; TELE/COMMUN	03/12/2024	1,968.56  150.00 1,818.56	1,968.56	Open	N 03/01/2024
150439 40952	AME RED-E-MIX, INC PW; BUILDINGS AND STRUCTURES 101-43100-50520	03/04/2024 CHOYT PW; BUILDINGS AND STRUCTURES	03/12/2024	4,500.00  4,500.00	4,500.00	Open	N 03/04/2024
1223 40970	APEX TROPHY AND AWARDS, LLC FD; UNIFORM 101-42260-50217	03/04/2024 CHOYT FD; UNIFORM	03/12/2024	12.75  12.75	12.75	Open	N 03/04/2024
328872 40934	ASPEN MILLS PD; UNIFORM-M. GRIMSBY 101-42120-50217	02/29/2024 CHOYT PD; UNIFORM-M. GRIMSBY	03/12/2024	236.30  236.30	236.30	Open	N 02/29/2024
409078 40897	BAN-KOE SYSTEMS, INC PW; REPAIR/MAINT 101-41810-50220	02/22/2024 CHOYT PW; REPAIR/MAINT	03/12/2024	1,657.00  1,657.00	1,657.00	Open	N 02/22/2024

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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
03/04/2024 40989	BARTHELEMY, KATIE UB refund for account: 2556 601-00000-15550	03/04/2024 CHOYT CREDIT FORWARD	03/11/2024	23.86  23.86	23.86	Open	N 03/04/2024
2573812 40914	BEAUDRY PW; ULS DYED KODIAK PLUS 30/70- 101-43100-50212	02/26/2024 CHOYT PW; ULS DYED KODIAK PLUS 30/70	03/12/2024	1,856.80  1,856.80	1,856.80	Open	N 02/26/2024
2573813 40915	BEAUDRY PW; UNLEADED 87 -QUANTITY 422.30 101-43100-50212	02/26/2024 CHOYT PW; UNLEADED 87	03/12/2024	1,108.96  1,108.96	1,108.96	Open	N 02/26/2024
0728039-IN 40939	BLACKBURN MANUFACTURING CO PW; OPERATING SUPPLIES 601-49400-50210 602-49400-50220	03/01/2024 CHOYT PW; OPERATING SUPPLIES PW; REPAIR/MAINT	03/12/2024	616.20  308.10 308.10	616.20	Open	N 03/01/2024
02/28/2024 40929	BRINDLEE MOUNTAIN FIRE APPARTATUS FD; 5% OF THE SALES PRICE OF FIRE 401-42260-39101	02/28/2024 CHOYT FD; 5 % OF THE SALES PRICE OF FIRE TRUCK	03/12/2024	22,500.00  22,500.00	0.00	Paid	Y 02/28/2024
138428 40927	C. VISION PRODUCTION VIDEO TECH; FEB 2024 226-41900-50430	02/28/2024 CHOYT VIDEO TECH; FEB 2024	03/12/2024	1,575.00  1,575.00	1,575.00	Open	N 02/28/2024
5161 40969	CARSON,CLELLAND & SCHREDER CRIMINAL PROSECUTION; FEB 2024 101-41640-50305	03/04/2024 CHOYT CRIMINAL PROSECUTION; FEB 2024	03/12/2024	2,000.00  2,000.00	2,000.00	Open	N 03/04/2024
02/26/2024 40979	CENTERPOINT ENERGY 8000014132-7 GAS SVCS JAN 2024 101-43100-50383 101-41810-50383 101-41910-50383 101-43100-50383	03/04/2024 CHOYT PW; 5888628-4 CH; 5895786-1 AC; 5895789-5 BROCKTON; 5914909-6	03/12/2024	2,091.62  518.48 831.84 570.52 170.78	2,091.62	Open	N 03/04/2024

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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
02/13/2024 40903	CENTURYLINK PW; 763 323-0023 889 FEB-MAR 2024 601-49400-50321	02/22/2024 CHOYT PW; 763 323-0023 889 FEB-MAR 2024	03/12/2024	214.98  214.98	0.00	Paid	Y 02/22/2024
02/21/2024 40922	CENTURYLINK PW; 763 428-7345 101-43100-50321	02/26/2024 CHOYT PW; 763 428-7345	03/12/2024	44.90  44.90	44.90	Open	N 02/26/2024
175337901022124 40921	CHARTER COMMUNICATIONS CH; INTERNET FEB-MAR 2024 101-41820-50308	02/26/2024 CHOYT CH; INTERNET FEB-MAR 2024	03/12/2024	542.00  542.00	542.00	Open	N 02/26/2024
4184213912 40911	CINTAS PW; UNIFORMS 101-43100-50217	02/23/2024 CHOYT PW; UNIFORMS	03/12/2024	136.32  136.32	136.32	Open	N 02/23/2024
4185019345 40936	CINTAS PW; UNIFORMS 101-43100-50217	02/29/2024 CHOYT PW; UNIFORMS	03/12/2024	136.32  136.32	136.32	Open	N 02/29/2024
0030463 40898	CITY OF MONTICELLO PD; ANIMAL CONTROL DEC-JAN 2024 101-42140-50308	02/22/2024 CHOYT PD; ANIMAL CONTROL DEC-JAN 2024	03/12/2024	194.00  194.00	194.00	Open	N 02/22/2024
2023-14136 41002	CLEARGOV INC. PROFESSIONAL SRVS-CLEARGOV JAN-DEC 101-41500-50300	03/05/2024 CHOYT PROFESSIONAL SRVS-CLEARGOV JAN-DEC 2024	03/12/2024	8,100.00  8,100.00	8,100.00	Open	N 03/05/2024
24-177970 40916	COLLINS BROTHERS TOWING OF ST.CLOUD PD; TOW -2021 DODGE 101-42120-50220	02/26/2024 CHOYT PD; TOW -2021 DODGE	03/12/2024	143.00  143.00	143.00	Open	N 02/26/2024
24-178123 40924	COLLINS BROTHERS TOWING OF ST.CLOUD PD; TOW-2021 DOGE 101-42120-50220	02/28/2024 CHOYT PD; TOW-2021 DOGE	03/12/2024	192.50  192.50	192.50	Open	N 02/28/2024



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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
02/16/2024 40902	CONNEXUS ENERGY 325071; 13699 PINEVIEW LANE; JAN-FEB CHOYT 101-43100-50230	02/22/2024 325071; 13699 PINEVIEW LANE; JAN-FEB 24	03/12/2024	29.76 29.76	0.00	Paid	Y 02/22/2024
02/21/2024 40932	CONNEXUS ENERGY ELECTRIC SERVICES; JAN-FEB 2024 101-43100-50230 101-43100-50230 101-43100-50230 101-43100-50230 101-42130-50381 602-49400-50381 601-49400-50381 602-49400-50381 601-49400-50381 602-49400-50381 602-49400-50381 101-42130-50381 101-43100-50230	02/28/2024 CHOYT 172514 ST LIGHTS; JAN-FEB 2024 172516 ST LIGHTS; JAN-FEB 2024 172802 ST LIGHTS; JAN-FEB 2024 172803 ST LIGHTS; JAN-FEB 2024 173098 SIREN; JAN-FEB 2024 178838 141ST OUTBUILDING; JAN-FEB 2024 299049 WELL#2; JAN-FEB 2024 299195 ROSEWOOD LIFT; JAN-FEB 2024 299380 WATER TOWER; JAN-FEB 2024 303882 PINEVIEW LIFT; JAN-FEB 2024 307062 HACKBERRY LIFT; JAN-FEB 2024 309045 E FRENCH SIREN; JAN-FEB 2024 317271 ST LIGHTS; JAN-FEB 2024	03/12/2024	4,398.48 39.09 2,239.32 61.59 239.63 21.25 33.79 1,266.50 64.10 173.67 52.48 104.67 17.25 85.14	4,398.48	Open	N 02/28/2024
U424676 40957	CORE & MAIN PW; OPERATING SUPPLIES-GASKET 601-49400-50210	03/04/2024 CHOYT PW; OPERATING SUPPLIES-GASKET	03/12/2024	77.22 77.22	77.22	Open	N 03/04/2024
16416810/1 40973	CORNERSTONE PD; REPAIR/MAINT 2021 DODGE DURANGO 101-42120-50220	03/04/2024 CHOYT PD; REPAIR/MAINT 2021 DODGE DURANGO	03/12/2024	396.30 396.30	396.30	Open	N 03/04/2024
10007841 40901	CRYSTAL WELDING INC PW; CAT LOADER WING POST 101-43100-50220	02/22/2024 CHOYT PW; CAT LOADER WING POST	03/12/2024	1,697.98 1,697.98	1,697.98	Open	N 02/22/2024
100X08000809 40948	CULLIGAN, INC AC; WTR SOFTNER RENTAL-MAR 2024 101-41910-50220	03/04/2024 CHOYT AC; WTR SOFTNER RENTAL-MAR 2024	03/12/2024	43.30 43.30	43.30	Open	N 03/04/2024
100X080000700 40949	CULLIGAN, INC PW; WTR SOFTNER RENTAL-MAR 2024	03/04/2024 CHOYT	03/12/2024	40.00	40.00	Open	N 03/04/2024

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	101-43100-50220	PW; WTR SOFTNER RENTAL-MAR 2024		40.00			
100X08000601 40950	CULLIGAN, INC CH; WTR SOFTNER RENTAL- MAR 2024 101-41810-50220 101-41810-50200	03/04/2024 CHOYT CH; WTR SOFTNER RENTAL- MAR 2024 CH; SUPPLIES FOR WATER SOFTNER	03/12/2024	139.95 43.30 96.65	139.95	Open	N 03/04/2024
0135446-IN 40909	EARL F ANDERSON INC PW; STREET SIGNS 101-43100-50224	02/23/2024 CHOYT PW; STREET SIGNS	03/12/2024	660.85 660.85	660.85	Open	N 02/23/2024
0135405-IN 40910	EARL F ANDERSON INC PW; STREET SIGNS 101-43100-50224	02/23/2024 CHOYT PW; STREET SIGNS	03/12/2024	1,350.40 1,350.40	1,350.40	Open	N 02/23/2024
986707 40981	ECM PUBLISHERS, INC PHN; MAR 7 DRIVEN AUTO SALES 411-43100-50351-6194	03/04/2024 CHOYT PHN; MAR 7 DRIVEN AUTO SALES	03/12/2024	94.87 94.87	94.87	Open	N 03/04/2024
986706 40982	ECM PUBLISHERS, INC PHN; MAR 7 KWIK TRIP MOTOR 411-43100-50351-6149	03/04/2024 CHOYT LEGAL NOTICES/MAR 7 KWIK TRIP MOTOR	03/12/2024	120.75 120.75	120.75	Open	N 03/04/2024
986705 40983	ECM PUBLISHERS, INC PHN; MAR 7 RIVERVIEW VILLAS 411-43100-50351-6192	03/04/2024 CHOYT PHN; MAR 7 RIVERVIEW VILLAS	03/12/2024	103.50 103.50	103.50	Open	N 03/04/2024
986704 40984	ECM PUBLISHERS, INC PHN; CITY OF DAYTON 411-43100-50351-6196	03/04/2024 CHOYT PHN; CITY OF DAYTON	03/12/2024	175.25 175.25	175.25	Open	N 03/04/2024
03/04/2024 40990	EMLAW, MADELINE & MARK UB refund for account: 3494 601-00000-15550	03/04/2024 CHOYT CREDIT FORWARD	03/11/2024	82.46 82.46	82.46	Open	N 03/04/2024
55012 40896	ENDE SEPTIC SERVICE PW/PD; REPAIR/MAINT PUMP 2 101-43100-50220	02/22/2024 CHOYT PW; REPAIR/MAINT PUMP 2	03/12/2024	325.00 162.50	325.00	Open	N 02/22/2024

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	101-42120-50220	PW; REPAIR/MAINT PUMP 2		162.50			
IN200-1047397 40926	FORCE AMERICA DISTRIBUTING LLC PW; SUBSCRIPTIONS-5MB FLAT DATA PLAN CHOYT 101-43100-50205	02/28/2024 PW; SUBSCRIPTIONS-5MB FLAT DATA PLAN	03/12/2024	200.00 200.00	200.00	Open	N 02/28/2024
1307 40904	FULLY PROMOTED/EMBROIDME FD; GENERAL UNIFORM 101-42260-50217	02/23/2024 CHOYT FD; GENERAL UNIFORM	03/12/2024	597.50 597.50	597.50	Open	N 02/23/2024
1925 40900	GARY HENDRICKSON FD; REIMBURSEMENT 101-42260-50208	02/22/2024 CHOYT FD; REIMBURSEMENT	03/12/2024	1,072.40 1,072.40	1,072.40	Open	N 02/22/2024
4020336 40968	GOPHER STATE ONE-CALL 76 BILLABLE TICKETS; FEB 2024 601-49400-50220 602-49400-50220	03/04/2024 CHOYT 76 BILLABLE TICKETS; FEB 2024 76 BILLABLE TICKETS; FEB 2024	03/12/2024	102.60 51.30 51.30	102.60	Open	N 03/04/2024
19487 40912	GUIDANCEPOINT TECHNOLOGIES PD; PROFESSIONAL SRVS-DMARC/DKIM 101-42120-50300	02/26/2024 CHOYT PD; PROFESSIONAL SRVS	03/12/2024	150.00 150.00	150.00	Open	N 02/26/2024
19475 40913	GUIDANCEPOINT TECHNOLOGIES CH; PROFESSIONAL SRVS-BS&A BD UPDATE CHOYT 101-41820-50300	02/26/2024 CHOYT CH; PROFESSIONAL SRVS	03/12/2024	150.00 150.00	150.00	Open	N 02/26/2024
19488 40917	GUIDANCEPOINT TECHNOLOGIES CH; PROFESSIONAL SRVS-BS&A PRINT 101-41820-50300	02/26/2024 CHOYT CH; PROFESSIONAL SRVS	03/12/2024	75.00 75.00	75.00	Open	N 02/26/2024
19567 40940	GUIDANCEPOINT TECHNOLOGIES CH; PROFESSIONAL SRVS-DOCUMO 101-41820-50300	03/01/2024 CHOYT CH; PROFESSIONAL SRVS-DOCUMO	03/12/2024	225.00 225.00	225.00	Open	N 03/01/2024
19549 40941	GUIDANCEPOINT TECHNOLOGIES CH; PROFESSIONAL SRVS-MICROSOFT 365 101-41820-50300	03/01/2024 CHOYT CH; PROFESSIONAL SRVS-MICROSOFT 365	03/12/2024	1,656.00 1,656.00	1,656.00	Open	N 03/01/2024

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19507 40943	GUIDANCEPOINT TECHNOLOGIES PD; PROFESSIONAL SRVS-BACKUP 101-42120-50300	03/01/2024 CHOYT PD; PROFESSIONAL SRVS-BACKUP	03/12/2024	175.00  175.00	175.00	Open	N 03/01/2024
19503 40944	GUIDANCEPOINT TECHNOLOGIES CH; PROFESSIONAL SRVS- BACKUP 101-41820-50300	03/01/2024 CHOYT CH; PROFESSIONAL SRVS- BACKUP	03/12/2024	305.00  305.00	305.00	Open	N 03/01/2024
13940028 40945	HACH COMPANY INC PW; CHEMICALS 601-49400-50210	03/01/2024 CHOYT Operating Supplies	03/12/2024	605.87  605.87	605.87	Open	N 03/01/2024
1000222848 40998	HENNEPIN COUNTY SHERIFFS OFFIC PD; PER DIEM JAN 2024 101-42120-50306	03/05/2024 CHOYT PD; PER DIEM JAN 2024	03/12/2024	92.36  92.36	92.36	Open	N 03/05/2024
1000223329 40974	HENNEPIN COUNTY-RECORDER CD; VIEW RECORDED DOCUMENTS 101-41710-50205	03/04/2024 CHOYT CD; VIEW RECORDED DOCUMENTS	03/12/2024	12.50  12.50	12.50	Open	N 03/04/2024
7027036 40925	HP GROUP HEALTH NON-PATIENT A/R EAP (CUST# 12750101); FEB 2024 101-41810-50205	02/28/2024 CHOYT EAP (CUST# 12750101); FEB 2024	03/12/2024	123.95  123.95	123.95	Open	N 02/28/2024
9775 40899	IWATER INFRAMAP ANNUAL CLOUD SOFTWARE/ MAR 601-49400-50210	02/22/2024 CHOYT ANNUAL CLOUD SOFTWARE/ MAR 2024-FEB 2025	03/12/2024	2,500.00  2,500.00	0.00	Paid	Y 02/22/2024
6090 40905	KAT & COMPANY DAYTON SMARTPHONE APP MAR 2024-MAR 101-41820-50308	02/23/2024 CHOYT DAYTON SMARTPHONE APP MAR 2024-MAR 2025	03/12/2024	4,000.00  4,000.00	4,000.00	Open	N 02/23/2024
IN233557 40996	KIESLER POLICE SUPPLY, INC PD; EQUIPMENT 101-42120-50580	03/05/2024 CHOYT PD; EQUIPMENT	03/12/2024	2,088.03  2,088.03	2,088.03	Open	N 03/05/2024

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03/04/2024 40988	KULKAY, PATRICK & JILL UB refund for account: 2351 601-00000-15550	03/04/2024 CHOYT CREDIT FORWARD	03/11/2024	18.09  18.09	18.09	Open	N 03/04/2024
02/26/2024 40999	LEAGUE OF MN CITIES-INSURANCE PROPERTY/CASUALTY INS; 2024 1ST HALF 101-41110-50362 101-41310-50362 101-41420-50362 101-41500-50362 101-41710-50362 101-41810-50362 101-41910-50362 101-42120-50362 101-42260-50362 101-43100-50362 101-45200-50362 601-49400-50362 602-49400-50362	03/05/2024 CHOYT PROPERTY INS PROPERTY INS PROPERTY INS PROPERTY INS PROPERTY INS PROPERTY INS PROPERTY INS PROPERTY INS PROPERTY INS PROPERTY INS PROPERTY INS PROPERTY INS PROPERTY INS	03/12/2024	94,608.60  680.22 1,413.77 1,281.20 815.64 1,101.71 522.61 1,151.89 45,649.30 5,518.27 14,242.77 8,000.31 4,982.11 9,248.80	94,608.60	Open	N 03/05/2024
02/14/2024 REIMBURSE 40923	LYNN REICHSTADT PD; SUPPLIES REIMURSEMENT 101-42120-50200	02/26/2024 CHOYT PD; SUPPLIES REIMURSEMENT	03/12/2024	156.27  156.27	156.27	Open	N 02/26/2024
P55720 40961	MACQUEEN EMERGENCY GROUP PARKS; REPAIR/MAINT 601-49400-50220	03/04/2024 CHOYT PARKS; REPAIR/MAINT	03/12/2024	400.30  400.30	400.30	Open	N 03/04/2024
91153 40966	MENARDS - ELK RIVER PARKS; SUPPLIES 601-49400-50210	03/04/2024 CHOYT PARKS; SUPPLIES	03/12/2024	337.16  337.16	337.16	Open	N 03/04/2024
28990 40906	MENARDS - MAPLE GROVE PW; REPAIR/MAINT 101-45200-50220	02/23/2024 CHOYT PW; REPAIR/MAINT	03/12/2024	317.69  317.69	317.69	Open	N 02/23/2024
29071 40953	MENARDS - MAPLE GROVE PW; SUPPLIES	03/04/2024 CHOYT	03/12/2024	30.15	30.15	Open	N 03/04/2024

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	101-43100-50210	PW; SUPPLIES		30.15			
29242 40965	MENARDS - MAPLE GROVE PARKS; SUPPLIES 101-45200-50210	03/04/2024 CHOYT PARKS; SUPPLIES	03/12/2024	246.48 246.48	246.48	Open	N 03/04/2024
JAN 2024 SAC 40919	METROPOLITAN COUNCIL SAC FEE; JANUARY 2024 602-00000-20801	02/26/2024 CHOYT SAC FEE; JANUARY 2024	03/12/2024	51,663.15 51,663.15	0.00	Paid	Y 02/26/2024
0001169394 40959	METROPOLITAN COUNCIL 147.01 MILLION GALLONS/WASTE WATER 602-49400-50313	03/04/2024 CHOYT 147.01 WASTE WATER SERVICE; APR 2024	03/12/2024	42,399.58 42,399.58	42,399.58	Open	N 03/04/2024
134901 40960	MIDWAY FORD PW; EQUIPMENT-2024 FORD F550 401-43100-50580	03/04/2024 CHOYT PW; EQUIPMENT-2024 FORD F550 VIN#2245	03/12/2024	60,479.07 60,479.07	60,479.07	Open	N 03/04/2024
438093 40971	MIDWEST STEEL & ALUMINUM PW; OPERATING SUPPLIES 101-43100-50210	03/04/2024 CHOYT PW; OPERATING SUPPLIES	03/12/2024	1,760.91 1,760.91	1,760.91	Open	N 03/04/2024
P13664 40958	MINNESOTA EQUIPMENT PARKS; REPAIR/MAINT-FILTERS 101-45200-50220	03/04/2024 CHOYT PARKS; REPAIR/MAINT-FILTERS	03/12/2024	101.17 101.17	101.17	Open	N 03/04/2024
P13545 40962	MINNESOTA EQUIPMENT PARKS; REPAIR/MAINT-BALL FIELD DRAG 101-45200-50220	03/04/2024 CHOYT PARKS; REPAIR/MAINT-BALL FIELD DRAG	03/12/2024	53.84 53.84	53.84	Open	N 03/04/2024
1215 40972	MONTICELLO ANIMAL CONTROL PD; ANIMAL CONTROL-BALSAM/ARROWOOD 101-42140-50308	03/04/2024 CHOYT PD; ANIMAL CONTROL-BALSAM/ARROWOOD	03/12/2024	55.00 55.00	55.00	Open	N 03/04/2024
335822 40908	NAPA AUTO PARTS PW; BALLFIELD DRAG 101-43100-50220	02/23/2024 CHOYT PW; BALLFIELD DRAG	03/12/2024	60.98 60.98	60.98	Open	N 02/23/2024

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336717 40964	NAPA AUTO PARTS PW; OPERATING SUPPLIES 101-43100-50210	03/04/2024 CHOYT PW; OPERATING SUPPLIES	03/12/2024	50.43  50.43	50.43	Open	N 03/04/2024
54050304424008805 40907	NORTHERN TOOL & EQUIPMENT PARKS; BALLFIELD DRAG FABRICATION 101-45200-50210	02/23/2024 CHOYT PARKS; BALLFIELD DRAG FABRICATION	03/12/2024	269.46  269.46	269.46	Open	N 02/23/2024
5405-540503-25581 40963	NORTHERN TOOL & EQUIPMENT PW; SUPPLIES 101-43100-50210	03/04/2024 CHOYT PW; SUPPLIES	03/12/2024	197.87  197.87	197.87	Open	N 03/04/2024
104665 40942	PRO HYDRO-TESTING FD; REPAIR/MAINT HYDRO TESTING 101-42260-50220	03/01/2024 CHOYT FD; REPAIR/MAINT HYDRO TESTING	03/12/2024	445.15  445.15	445.15	Open	N 03/01/2024
2216093 40997	READY WATT ELECTRIC PW; STREET LIGHTS LAMP POLES 101-43100-50231	03/05/2024 CHOYT PW; STREET LIGHTS LAMP POLES	03/12/2024	4,326.50  4,326.50	4,326.50	Open	N 03/05/2024
0899-0044114335 40995	REPUBLIC SERVICES, INC. CITY RECYCLING- FEB 2024 101-41650-50386	03/05/2024 CHOYT CITY RECYCLING- FEB 2024	03/12/2024	16,909.34  16,909.34	0.00	Paid	Y 03/05/2024
27429 40954	ROGERS TRUE VALUE PW; OPERATING SUPPLIES 101-43100-50210	03/04/2024 CHOYT PW; OPERATING SUPPLIES	03/12/2024	37.45  37.45	37.45	Open	N 03/04/2024
02/26/2024 RELEASE 40918	SILVIA ORTIZ REVELO DAC RENTAL DEPOSIT RELEASE/EVENT 2- 101-00000-21716	02/26/2024 CHOYT DAC RENTAL DEPOSIT RELEASE	03/12/2024	300.00  300.00	300.00	Open	N 02/26/2024
02/21/2024 PD 40975	SOUTH LAKE MINNETONKA POLICE DEPT PD; 1/13 COST OF 2023 LEGAL 401-42120-50580	03/04/2024 CHOYT PD; 1/13 COST OF 2023 LEGAL	03/12/2024	192.35  192.35	192.35	Open	N 03/04/2024

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02/21/2024 PD 2 40976	SOUTH LAKE MINNETONKA POLICE DEPT PD; 1/13 COST OF DEC 2023-JAN 2024 401-42120-50580 401-42120-50580	03/04/2024 CHOYT PD; 1/13 COST OF DEC 2023-GTEL PD; 1/13 COST OF JAN 2024-MORRIS	03/12/2024	138.94  23.56 115.38	138.94	Open	N 03/04/2024
02/13/2024 PD 40977	SOUTH LAKE MINNETONKA POLICE DEPT PD; 1/13 COST OF JAN 2024-MORRIS 401-42120-50580	03/04/2024 CHOYT PD; 1/13 COST OF JAN 2024-MORRIS	03/12/2024	38.46  38.46	38.46	Open	N 03/04/2024
02/13/2024 PD 2 40980	SOUTH LAKE MINNETONKA POLICE DEPT PD; 1/13 COST OF DEC 2023-GTEL 401-42120-50580	03/04/2024 CHOYT PD; 1/13 COST OF DEC 2023-GTEL	03/12/2024	13.46  13.46	13.46	Open	N 03/04/2024
19304 40985	SQUIRES, WALDSPURGER & MACE P.A. LEGAL SVCS; APPEAL 101-41640-50304	03/04/2024 CHOYT LEGAL SVCS; APPEAL	03/12/2024	84.00  84.00	84.00	Open	N 12/31/2023
19487 40986	SQUIRES, WALDSPURGER & MACE P.A. LEGAL SVCS; APPEAL 101-41640-50304	03/04/2024 CHOYT LEGAL SVCS; APPEAL	03/12/2024	960.75  960.75	960.75	Open	N 03/04/2024
DEC 2023 2ND HALF 40994	STANTEC CONSULTING SERVICES INC. ENGINEERING SVCS; DEC 2023 2ND HALF 101-41630-50303 601-49400-50303 602-49400-50303 408-45300-50303 414-41900-50303 101-41660-50308 601-49400-50303 602-49400-50303 415-41900-50300 411-43100-50303-1006 411-43100-50303-6065 411-43100-50303-6098 411-43100-50303-6075 411-43100-50303-6105 411-43100-50303-6120	03/05/2024 CHOYT GENERAL SERVICES; DEC 2023 2ND WATER SUPPLY & DISTRIBUTION; DEC 2023 2 SANITARY SEWER; DEC 2023 2ND TRAILS; DEC 2023 2ND TRANSPORTATION SYSTEM; DEC 2023 2ND BUILDING PERMIT ACTIVITIES; DEC 2023 2ND GIS SYSTEM DEV; DEC 2023 2ND GIS SYSTEM DEV; DEC 2023 2ND STORMWATER; DEC 2023 2ND RIVER HILLS; DEC 2023 2ND HALF BRAYBURN TRAILS; DEC 2023 2ND HALF SUNDANCE GREENS; DEC 2023 2ND HALF CLOQUET ISLAND; DEC 2023 2ND HALF IONE GARDENS; DEC 2023 2ND HALF SUNDANCE GREENS/LENNAR; DEC 2023 2ND 1/2	03/12/2024	85,608.63  2,235.00 733.00 362.80 1,181.00 5,436.55 3,874.40 2,267.55 2,267.54 5,387.75 146.25 455.39 1,440.36 175.50 175.50 562.92	85,608.63	Open	N 12/31/2023



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	411-43100-50303-6131	MTL COMPANIES; DEC 2023 2ND HALF		3,375.80			
	411-43100-50303-6140	INLAND GROUP; DEC 2023 2ND HALF		293.52			
	411-43100-50303-6143	RIVERWALK; DEC 2023 2ND HALF		472.72			
	411-43100-50303-6150	THE CUBES OF FRENCH LK; DEC 2023 2ND 1/2		1,601.94			
	101-41630-50303	DDL PROPERTIES; DEC 2023 2ND 1/2		187.00			
	411-43100-50303-6167	CAPITAL PARTNERS; DEC 2023 2ND 1/2		316.08			
	411-43100-50303-6164	GRACO 2ND; DEC 2023 2ND HALF		997.57			
	411-43100-50303-6180	NEIGHBORHOOD ON DAYTON PKWY; DEC 2023		10,546.00			
	411-43100-50303-6165	OPUS; DEC 2023 2ND HALF		275.50			
	459-43100-50300-2001	WEST FRENCH LAKE RD IMPROV; DEC 2023 2		234.39			
	601-00000-16500	DAYTON WELL #5 PRELIM DESIGN; DEC 2023 2		10,965.80			
	405-41900-50300	PARKS; DEC 2023 2ND HALF		46.80			
	411-43100-50303-6170	SCHANY PROPERTIES; DEC 2023 2ND 1/2		80.50			
	411-43100-50303-6147	LEE PROPERTY; DEC 2023 2ND 1/2		2,545.25			
	410-41900-50530	HAZARD MITIGATION GRANT PROGRAM; DEC 1/2		14,794.75			
	411-43100-50303-6187	J&A GLASS; DEC 2023 2ND 1/2		87.50			
	411-43100-50303-6188	QT COMMERCIAL; DEC 2023 2ND 1/2		87.50			
	414-41900-50303	DAYTON RIVER TURN LANE IMPROV; DEC 2023		2,855.10			
	414-41900-50303	INTERSECTION INVENTORY/SAFETY; DEC 2023		756.80			
	414-41900-50303	TERRITORIAL REALIGNMENT/ROUNDABOUT; DEC		5,903.20			
	414-41900-50303	DAYTON 2024 MILL/OVERLAY; DEC 2023 2ND		2,483.40			
130101650							
40947	SUMMIT FIRE PROTECTION	03/04/2024	03/12/2024	991.00	991.00	Open	N
	ANNUAL MONITORING 3/1/2024-2/28/2025 CHOYT						03/04/2024
	101-41810-50308	ANNUAL MONITORING 3/1/2024-2/28/2025		991.00			
02/21/2024 PD							
40937	T MOBILE	02/29/2024	03/12/2024	880.49	880.49	Open	N
	PD; 990673330 CELL SVC	CHOYT					02/29/2024
	101-42120-50320	PD; 990673330 CELL SVC		880.49			
02/21/2024 CH							
40938	T MOBILE	03/01/2024	03/12/2024	1,246.85	1,246.85	Open	N
	CH; 990673180 CELL SVC JAN-FEB 2024 CHOYT						03/01/2024
	101-43100-50321	PW; CELL SVC		908.91			
	601-49400-50321	PW; CELL SVC		33.72			
	602-49400-50321	PW; CELL SVC		33.72			
	101-41910-50321	AC; CELL SVC		78.89			
	101-41710-50321	PLANNING; CELL SVC		81.98			
	101-41420-50320	CLERK; CELL SVC		39.24			
	101-41310-50320	AD; COMMUNICATIONS		39.24			
	101-41500-50320	AD; FINANCE CELL SVC		31.15			

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02/21/2024 FD 41000	T MOBILE FD; 983779233 CELL SVC 101-42260-50320	03/05/2024 CHOYT FD; 983779233 CELL SVC	03/12/2024	605.80  605.80	605.80	Open	N 03/05/2024
18163-00 40955	TERMINAL SUPPLY PW; OPERATING SUPPLIES 101-43100-50210	03/04/2024 CHOYT PW; OPERATING SUPPLIES	03/12/2024	600.13  600.13	600.13	Open	N 03/04/2024
M28924 40935	TIMESAVER OFF SITE SECRETARIAL. INC MINUTES; PC 2/6 101-41420-50300	02/29/2024 CHOYT MINUTES; PC 2/6	03/12/2024	246.00  246.00	246.00	Open	N 02/29/2024
M28957 41001	TIMESAVER OFF SITE SECRETARIAL. INC MINUTES; CC 2/13 101-41420-50300	03/05/2024 CHOYT MINUTES; CC 2/13	03/12/2024	364.50  364.50	364.50	Open	N 03/05/2024
467096 40956	TOWMASTER PW; REPAIR/MAINT-MARKERS 101-43100-50220	03/04/2024 CHOYT PW; REPAIR/MAINT-MARKERS	03/12/2024	28.75  28.75	28.75	Open	N 03/04/2024
9896 40967	WATER LABORATORIES, INC WATER TESTING; FEB 2024 601-49400-50300	03/04/2024 CHOYT WATER TESTING; FEB 2024	03/12/2024	547.20  547.20	547.20	Open	N 03/04/2024
865738115 40920	XCEL ENERGY 51-5815803-3 F SIREN; JAN-FEB 2024 101-42130-50381	02/26/2024 CHOYT 51-5815803-3 F SIREN; JAN-FEB 2024	03/12/2024	2.63  2.63	0.00	Paid	Y 02/26/2024
866028108 40928	XCEL ENERGY 51-0012400696-3;RUSH CR; JAN-FEB 101-45200-50381	02/28/2024 CHOYT 51-0012400696-3;RUSH CR; JAN-FEB 2024	03/12/2024	5.53  5.53	0.00	Paid	Y 02/28/2024
866124714 40978	XCEL ENERGY 51-4585810-2 LAWNSDALE; JAN-FEB 2024 101-43100-50381 602-49400-50381 602-49400-50381	03/04/2024 CHOYT 51-4585810-2 S DIA LK; JAN-FEB 2024 51-4585810-2 LAWNSDALE; JAN-FEB 2024 51-4585810-2 PRO LGT; JAN-FEB 2024	03/12/2024	49.98  14.64 35.25 0.09	0.00	Paid	Y 03/04/2024

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
<hr/>							
867507949							
40991	XCEL ENERGY	03/04/2024	03/12/2024	34.36	0.00	Paid	Y
	51-0013433058-1; SIGNAL; FEB 2024	CHOYT					03/04/2024
	101-43100-50230	51-0013433058-1; SIGNAL; FEB 2024		34.36			
<hr/>							
867446798							
40992	XCEL ENERGY	03/05/2024	03/12/2024	337.13	0.00	Paid	Y
	51-8556975-3 TERR ST LGT; JAN-FEB	CHOYT					03/05/2024
	101-43100-50230	51-8556975-3 TERR ST LGT; JAN-FEB 2024		337.13			
<hr/>							
867466410							
40993	XCEL ENERGY	03/05/2024	03/12/2024	29.23	0.00	Paid	Y
	51-9348440-7 ST LGT; FEB 2024	CHOYT					03/05/2024
	101-43100-50230	51-9348440-7 ST LGT; FEB 2024		29.23			
# of Invoices: 106 # Due: 94				Totals:	446,289.01	352,012.92	
# of Credit Memos: 0 # Due: 0				Totals:	0.00	0.00	
Net of Invoices and Credit Memos:					<hr/>	<hr/>	
					446,289.01	352,012.92	

03/06/2024 04:03 PM

User: DBRUNETTE

DB: Dayton

## INVOICE REGISTER REPORT FOR CITY OF DAYTON MN

EXP CHECK RUN DATES 03/12/2024 - 03/12/2024

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 15/15

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
--- TOTALS BY FUND ---							
	101 - GENERAL FUND			164,720.36	147,357.74		
	226 - CABLE			1,575.00	1,575.00		
	401 - CAPITAL EQUIPMENT			83,362.28	60,862.28		
	405 - PARK DEDICATION			46.80	46.80		
	408 - PARK TRAIL DEVELOPMENT			1,181.00	1,181.00		
	410 - CAPITAL FACILITIES			14,794.75	14,794.75		
	411 - DEVELOPER ESCROWS			24,130.17	24,130.17		
	414 - PAVEMENT MANAGEMENT AND IMPR			17,435.05	17,435.05		
	415 - STORMWATER			5,387.75	5,387.75		
	459 - 2022 TIF STREET IMPROVEMENTS			234.39	234.39		
	601 - WATER FUND			26,796.09	24,081.11		
	602 - SEWER FUND			106,625.37	54,926.88		
--- TOTALS BY DEPT/ACTIVITY ---							
	00000 -			63,053.36	11,390.21		
	41110 - Council			680.22	680.22		
	41310 - Administration			1,453.01	1,453.01		
	41420 - City Clerk			1,930.94	1,930.94		
	41500 - Finance			8,946.79	8,946.79		
	41630 - Engineering Services			2,422.00	2,422.00		
	41640 - Legal Services			3,044.75	3,044.75		
	41650 - Recycling Services			16,909.34	0.00		
	41660 - Inspection Service			3,874.40	3,874.40		
	41710 - Plannning & Economic Dev			1,196.19	1,196.19		
	41810 - Central Services			6,234.91	6,234.91		
	41820 - Information Technology			6,953.00	6,953.00		
	41900 - General Govt			39,239.35	39,239.35		
	41910 - Activity Center			1,844.60	1,844.60		
	42120 - Patrol and Investigate			50,705.26	50,705.26		
	42130 - Emergency Mgmt			41.13	38.50		
	42140 - Animal Control			249.00	249.00		
	42260 - Fire Suppression			32,588.32	10,088.32		
	43100 - Public Works			124,078.86	123,633.74		
	45200 - Parks			8,994.48	8,988.95		
	45300 - Trail Development			1,181.00	1,181.00		
	49400 - Utilities			70,668.10	67,917.78		

**ITEM:**

Dayton River Road (Elsie Stevens Park) Turn Lanes

**PREPARED BY:**

Jason Quisberg, Engineering

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

Approve Plans & Specifications and Authorize Advertisement for Bids for the Dayton River Road Turn Lane Improvements project

**BACKGROUND:**

Council authorized the preparation of plans and specifications for a pavement improvement project at the October 24, 2023 meeting. The project involves the construction of right and left turn lanes on River Road, servicing the Elsie Stevens Park primary (westerly) access.

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.

Additional improvements have been added to the project to complete a gap in an existing trail that exists due to a ravine crossing that was not completed with the initial trail construction. Originally, a pedestrian bridge was to be constructed for this connection. With the culvert under River Road being extended to accommodate the turn lanes, it was noted that some additional extension could similarly accommodate the trail connection (eliminating the need for a bridge):

Three River Park District (TRPD) has committed to being responsible for the costs to construct the additional culvert extension, and related work added to the project. This work has been identified separate from the work required for the turn lanes on the bid form, in order to clearly identify final cost responsibility with contract payment(s). A cost sharing agreement with TRPD will be effected post bidding.

**Cost Estimate:**

Construction:	\$613,000
Engineering:	\$90,000
Other Indirect:	\$6,000
<hr/>	
Total Project:	\$709,000
TRPD Contribution:	\$83,000
<hr/>	
City Project Total:	\$626,000
<ul style="list-style-type: none"><li>• Previous estimate = \$600,000</li><li>• CIP budgeted amount = \$800,000</li></ul>	

The primary reason for the increased estimated cost is the unanticipated requirement to satisfy stormwater requirements. Though this project does not trigger stormwater rules on its own, Elm Creek Watershed deemed the improvements as part of the larger, phased improvements within the park. Therefore, stormwater collection, conveyance, and BMPs were added to the project scope.

**Schedule:**

Approve Plans/Authorize Bids	March 12 <sup>th</sup>
Open Contractor Bids	April 2 <sup>nd</sup>
Review Bids/Award Contract	April 9 <sup>th</sup>
Start Construction (Early)	Early May
Substantial Completion	July 20 <sup>th</sup>

**RECOMMENDATION:**

Approve the plans for the Dayton River Road Turn Lane Improvements project as prepared.  
Authorize the Advertisement for contractor bids to complete the work.

**ATTACHMENT(S):**

Dayton River Road Turn Lane Improvements project plans (cover sheet only)  
Advertisement for Bids

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., CST, on Tuesday, April 2<sup>nd</sup>, 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:

### **DAYTON RIVER ROAD TURN LANE 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:

100 LF	72" Precast Concrete Cattle Pass (Furnished by Owner)
550 LF	PVC Sch 40 Draintile
1600 TN	Aggregate Base Class 5
1000 TN	Bituminous Pavement
140 LF	Concrete Curb and Gutter
5000 LF	Pavement Striping
2000 CY	Common Excavation/Embankment
56 LF	Chain Link Fence

Together with selective demolition, traffic control, erosion controls, 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 #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 to Mark Schroeher at (651) 395-5216 or [mark.schroeher@stantec.com](mailto:mark.schroeher@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: March 13, 2024  
Dayton-Champlin Press: March 21, 2024

**ITEM:**

Recommendation to Hire Administrative Assistant.

**PREPARED BY:**

Assistant City Administrator, Amy Benting

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

Approve the hiring of Kelly Thelen as an Administrative Assistant.

**BACKGROUND:**

The City has had a planning position budgeted for 2024 and leadership staff have been working together to see where the biggest areas of needs are within City Hall at this time. While some staff have been out with sickness or scheduled vacations, staff has quickly realized that there is a major need for additional staff to assist with providing great customer service for the residents of Dayton. The primary duties of this Administrative Assistant role will be the elections backup, assisting with the overwhelming increase in permitting, along with being cross trained and back up in a variety of departments within City Hall.

We currently have a very lean staff that is efficient, however the overwhelming abundance of workload within City Hall would require additional staff to provide the community with the best customer service possible. Instead of hiring a Deputy Clerk, which we previously had, this would be a budget friendly role with the flexibility to be a backup to many of departments instead of just the backup to the City Clerk.

Staff have had some exceptional applicants who are qualified from similar past postings and from that have a few applicants in mind for future hires.

**CRITICAL ISSUES:**

N/A

**RECOMMENDATION:**

Approve the hire of Kelly Thelen who comes to us with seven years of City experience. Kelly has been interested in working in Dayton for some time with some historic family ties in Dayton.

**ATTACHMENT(S):**

Offer Letter



February 29, 2024

Kelly Thelen  
8473 121<sup>st</sup> Ave N  
Champlin, MN 55316

Dear Kelly:

The City of Dayton is pleased to offer you the Administrative Assistant Position. Contingent on all reference checks being completed and City Council will approve your hire on March 12, 2024.

Your anticipated start date is no later than April 1, 2024. You will begin employment with a wage of \$28.78 per hour-based Grade 3, Step 3 wage scale; additional details are as follows:

- Vacation accrual will start at year 8 or 120 hours per year starting with 80 banked vacation hours and 60 banked sick hours.
- This is a union eligible position
- The Fair labor standards act classification for this position is non-exempt and therefore subject to overtime wages and comp time.
- One year probation period before salary adjustment to Step 4.
- Progression through the City's compensation plan is based on satisfactory performance.
- Upon satisfactory performance, step increases will occur on your anniversary date.
- Public employees meeting income and position requirements set by state statute automatically become members of the Public Employees Retirement Association (PERA).
- All other personnel policies items will apply normally.

We look forward to working with you. If you have any questions, please feel free to call me at (763) 421-1791.

Sincerely,

Amy Benting  
Assistant City Administrator/City Clerk

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**PRESENTER:**

Chief Enga

**ITEM:** Conditional Job offer for selected full-time Police Officer candidate for the Police Department

**PREPARED BY:**

Chief Enga

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

Approve conditional job offer for selected police officer for the full-time officer position

**BACKGROUND:**

The Dayton Police Department has budgeted for three police officers in the 2024 budget. The Dayton Police Department filled one of the three positions in January of 2024. Interviews were conducted, a candidate has been selected and a conditional offer has been made pending Council approval for hire. The conditional job offer was given to candidate Brandon Bateman.

I am recommending the selected candidate for the Full-time Police Officer position begin in April. The Full-Time Police Officer Position would be placed in pay grade 8 at step 1 which is \$37.78 per hour, per union contract. There would also be the usual one-year probationary period.

**CRITICAL ISSUES:**

- The Department currently employs 7 full time patrol officers, Lieutenant, Sergeant, and a Chief of Police
- The Council approved three Police Officer's in the 2024 budget process.
- Full-Time Police Officer would start at pay grade 8, step 1 which is \$37.78 per hour, per union contract, with a one-year probationary period.
- Job offer would be contingent upon passing pre-employment physical, psych, and background check.

**BUDGET IMPACT:**

Conditional offer is pay of grade 8, step 1 \$37.78 per union contract.

**RECOMMENDATION:**

Approve moving forward and making job offer to the selected candidate for the Full-time Officer position.

**ATTACHMENT(S):**

**PRESENTER:**

Chief Enga

**ITEM:** Conditional Job offer for selected full-time Police Officer candidate for the Police Department

**PREPARED BY:**

Chief Enga

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

Approve conditional job offer for selected police officer for the full-time officer position

**BACKGROUND:**

The Dayton Police Department has budgeted for three police officers in the 2024 budget. Two were approved for January and the third was approved for June. The Dayton Police Department filled one of the three positions in January of 2024. Interviews were conducted, a candidate has been selected and a conditional offer has been made pending Council approval for hire. This would be the third position filled which was slated for a June hire. With not filling the second position until April, and also starting this position in April, there will be no impact to the 2024 budget with this hire occurring now. The conditional job offer was given to candidate Donald Cebula.

I am recommending the selected candidate for the Full-time Police Officer position begin in April. The Full-Time Police Officer Position would be placed in pay grade 8 at step 1 which is \$37.78 per hour, per union contract. There would also be the usual one-year probationary period.

**CRITICAL ISSUES:**

- The Department currently employs 7 full time patrol officers, Lieutenant, Sergeant, and a Chief of Police
- The Council approved three Police Officer's in the 2024 budget process.
- Full-Time Police Officer would start at pay grade 8, step 1 which is \$37.78 per hour, per union contract, with a one-year probationary period.
- Job offer would be contingent upon passing pre-employment physical, psych, and background check.

**BUDGET IMPACT:**

Conditional offer is pay of grade 8, step 1 \$37.78 per union contract

**RECOMMENDATION:**

Approve moving forward and making job offer to the selected candidate for the Full-time Officer position.

**ATTACHMENT(S):**

ITEM: Fire Lieutenant Promotion

PREPARED BY: Fire Chief Gary Hendrickson

POLICY DECISION / ACTION TO BE CONSIDERED: Recommendation to promote Travis Henderson from firefighter to Lieutenant of Station One.

BACKGROUND: Each fire station is led by a captain and lieutenant to assist with the daily operations of the organization as well as assuming command on an emergency scene. Having worked closely with Travis, I have observed his unwavering dedication, exceptional leadership skills, and exemplary performance that make him an ideal candidate for this role.

Travis has consistently demonstrated a strong commitment to the team's success and the safety of our community. His ability to remain calm under pressure, coupled with his effective decision-making in challenging situations, sets him apart. Moreover, Travis's excellent communication skills and approachable demeanor foster a positive and cohesive work environment.

In addition to his outstanding technical proficiency and knowledge, Travis actively engages in mentoring and supporting his colleagues, contributing to the overall growth and harmony of the team. His proactive approach to professional development showcases his eagerness to take on increased responsibilities and leadership roles.

I firmly believe that promoting Travis Henderson to the position of Lieutenant will not only recognize his valuable contributions but will also bring a dynamic and capable leader to Fire Station One. I am confident that Travis will excel in this role, contributing significantly to the station's success and the continued safety of our community.

CRITICAL ISSUES: N/A

RECOMMENDATION: Therefore, I am writing to recommend Travis Henderson for the position of Lieutenant at Fire Station One while recognizing Travis and his family's sacrifice to ensure all members of the community and those who transverse through is safe.

ATTACHMENT(S): N/A

**ITEM:** Fees for Use of Fire Equipment and Increase Fire Inspection Service Fee's

**PREPARED BY:** Fire Chief Gary Hendrickson

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

Accept recommendation to add fire equipment use fees and increase current fees for fire inspections.

**BACKGROUND:**

Our fee structure currently does not include fees for use of fire apparatus responding to an event where the cost of use can be charged back to the responsible party. Additionally, the fees for fire inspections have remained unchanged for an extended period, despite the increasing demand for thorough and comprehensive assessments. The fire department invests substantial time and effort into conducting these inspections to guarantee the safety of our community members and businesses.

**CRITICAL ISSUES:**

N/A

**RECOMMENDATION:**

Approve the recommended fee schedule for use of fire equipment and fire inspection fees.

**ATTACHMENT(S):**

Fees Comparison to Other Communities  
Ordinance 2024-04  
2024 Fee Schedule

Fire Fee Schedule:		Dayton	Rogers	Elk River	Andover	Ramsey	Maple Grove	Anoka
Equipment Charge (P/H)								
Pumper/Utility	\$150.00	\$150.00	0	0	\$300.00	0	\$150.00	0
Tanker	\$100.00	\$100.00	0	0	\$300.00	0	\$100.00	0
Rescue/Chief Squad/UTV	\$20.00	\$20.00	0	0	\$75.00	0	\$100.00	0
Staff Cost (Per Employee)	At Cost	At Cost	At Cost	0	\$20.00	0	At Cost	0
Fire Watch/Standby		At Cost	At Cost	\$50 Per Hour	0	0	At Cost	\$45 Per Hour
Hazardous Mat. Incident		At Cost	At Cost	0	At Cost	0	At Cost	0
Tent Fees								
1st Unit	\$75.00	\$75.00	0	0	0	\$50.00 Per Tent	0	0
Additional	\$25.00	\$25.00	0	0	0			
Fire Suppression Permit		Based of Valuation	0	0	0	0	0	0
False Alarm Fine								
1st	\$0	\$0	0	0	0	0	0	0
2nd	\$0	\$300.00	0	0	0	0	0	0
3rd	\$100.00	\$400.00	\$0.00	\$150.00	\$75.00	\$300.00	\$300.00	0
4th	\$100.00	\$400.00	\$350.00	\$150.00	\$150 - 5th \$225.00	\$300.00	\$300.00	\$300.00
Special Vehicle Permit		\$30.00 3 years	0	0	0	0	0	0
Fire Works Permit		\$100.00	\$100.00	\$50.00 Per Day	\$300.00	\$200.00	\$100.00	0
Fire Inspections								
1st	Free	Free	0	0	Free	Free	0	Free
2nd	\$100.00	\$75.00	0	0	\$100.00 Per Hour	\$140.00	0	Free
3rd	\$150.00	\$125.00	0	0	\$100.00 Per Hour	\$140.00	0	\$50.00
4th	\$200.00	\$175.00	0	0	\$100.00 Per Hour	\$140.00	0	\$100.00
Fire Code Violation		\$250.00	\$250.00	0	0	0	0	0
Burn Permit		\$50.00		\$10 Annually	\$30.00	\$25.00	\$0.00	0
1 month		\$15.00						
6 month		\$75.00						
Illegal Burn	\$300.00	0	0	0	0	\$200.00	0	
Fire Reports		\$10.00	\$0	\$0	\$25.00	\$10.00	0	\$10.00



**ORDINANCE NO. 2024-04**

**CITY OF DAYTON**

**AN ORDINANCE AMENDING THE ADOPTED CITY FEES AND ESCROW  
SCHEDULE FOR 2024**

WHEREAS, the City Code, Zoning and Subdivision Code, provides for fees and escrows to be paid by applicants; and

WHEREAS, the City is required to adopt a fee and escrows schedule.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DAYTON ORDAINS  
AS FOLLOWS:

1. That all previous fees and escrow schedules adopted by the City Council are hereby repealed in their entirety.
2. That the fees and escrows schedule attached hereto as Exhibit A is hereby adopted.
3. This Ordinance shall be effective April 4, 2024

PASSED this 12<sup>th</sup> day of March 2024, by the Dayton City Council.

City of Dayton

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Dennis Fisher, Mayor

Attest:

---

Amy Benting, ACA/City Clerk

Published on

**Exhibit "A"**  
**Fee Schedule**



# FEE SCHEDULE 2024

## SECTION 1: ADMINISTRATIVE

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

## CITY PUBLICATIONS IF COPIES REQUESTED

<i>BUDGET:</i>	Actual Cost + Staff Time
<i>AUDIT:</i>	Actual Cost + Staff Time
<i>CAPITAL IMPROVEMENT PLAN (CIP):</i>	Actual Cost + Staff Time
<i>COMPREHENSIVE PLAN:</i>	Actual Cost + Staff Time
<i>ZONING ORDINANCE:</i>	Actual Cost + Staff Time
<i>SUBDIVISION ORDINANCE:</i>	Actual Cost + Staff Time
<i>CITY CODE:</i>	Actual Cost + Staff Time
<i>ENGINEERING DESIGN MANUAL:</i>	Actual Cost + Staff Time
<i>OTHER PUBLICATIONS:</i>	Actual Cost + Staff Time

## SECTION 2: CITY CLERK

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

**RECORDING – HENNEPIN/WRIGHT COUNTY**

<i>ABSTRACT &amp; TORRENS PROPERTIES:</i>	Actual Cost + Staff Time
---	--------------------------

**RENTAL HOUSING LICENSE- VALID FOR 2 YEARS**

<i>APPLICATION –SINGLE FAMILY/TOWNHOME:</i>	\$300/per unit (includes initial inspection)
<i>RE-INSPECTIONS REQUIRED PRIOR TO LICENSING - ALL</i>	\$100/per inspection
<i>APPLICATION – APARTMENTS:</i>	\$600/per building
<i>INSPECTIONS- APARTMENTS:</i>	\$50/per unit

**ADULT ENTERTAINMENT ESTABLISHMENT**

<i>COST PER ESTABLISHMENT:</i>	\$5,000
--------------------------------	---------

**SOLICITOR/PEDDLER/TRANSIENT MERCHANTS**

<i>APPLICATION FEE:</i>	\$35.00
<i>WEEKLY FEE:</i>	\$30.00
<i>MONTHLY FEE:</i>	\$65.00
<i>YEARLY FEE:</i>	\$300.00

**FACILITY RESERVATION FEES**

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

**ACTIVITY CENTER RENTAL**

<i>DAMAGE DEPOSIT:</i>	\$300.00 (Civic Groups \$150 deposit)	
<b><i>WEEKDAY RATES (MON-THUR)</i></b>	Full Day (8a-4p)	Hourly (max of full day rate)

RESIDENT	\$150.00	\$40.00
NON-RESIDENT	\$175.00	\$45.00
NON-PROFIT (MUST SHOW 501 STATUS)	\$100.00	\$25.00
CIVIC GROUP (501C3 OR 501C4 – E.G. SCOUTS OR LIONS)	\$100.00	\$25.00*
WEEKEND RATES (FRI-SUN)	Full Day (8a-4p)	Hourly (max of full day rate)**
RESIDENT	\$250.00	\$65.00
NON-RESIDENT	\$275.00	\$70.00
LINEN RENTAL FEES		
75-100 people (11 tables, double white linen, black linen chair covers, chair sashes, 2 skirted buffet tables, 1 skirted head table	\$270.00	
50-75 people (8 tables, double white linen, black linen chair covers, chair sashes, 2 skirted buffet tables, 1 skirted head table)	\$200.00	
25 people (4 tables, double white linen, black linen chair covers, chair sashes, 2 skirted buffet tables, 1 skirted head table)	\$125.00	
Ala Carte Rental		
Skirted Buffet Or Head Table With Top Linen	\$10.00 each	
Single White Table Linen	\$3.00 each	
Chair Cover	\$2.00 each	
Chair Sash	\$1.00 each	
TECHNOLOGY RENTAL		
Refundable deposit	\$300.00	
Basic Event Package (includes A/V podium system, HDMI compatible, Blu-ray player, projector, screen, wireless mic)	\$250	
Ala Carte Rental		
Flat Screen TV Cart (HDMI compatible)	\$75.00	
Wireless Mic & Sound System	\$75.00 (\$25.00 for second mic)	
Computer with wireless mouse & keyboard	\$125.00	
ACTIVITY CENTER & ELSIE STEPHENS PARK PACKAGE***		

<i>Refundable deposit</i>	\$500.00
<i>Resident</i>	\$375.00
<i>Non-resident</i>	\$425.00
<b>CORPORATE MEETING PACKAGE****</b>	
<i>Rental fee</i>	\$600.00
<i>Refundable deposit</i>	\$500.00
<b>WEDDING RENTAL PACKAGE*****</b>	
<i>Resident Rental</i>	\$800.00
<i>Non-resident Rental</i>	\$875.00
<i>Refundable Deposit</i>	\$800.00

**activity center rental notes:**

*\*Civic groups have free rental, with \$150 refundable deposit, Mon -Thur 4:00pm to 9:00pm*

*\*\* hourly rates Fri-Sun are available no more than 45 days ahead of event date*

*\*\*\* Activity Center & Elsie Stephens Package includes one day rental (Fri-Sun) at Elsie Stephens Park between 10a-sunset and one day rental (Fri-Sun) activity center rental 10a-midnight. Package is for same-day rental only. Does not include linens, technology package, security, or other additions. City Staff has discretion to temporarily adjust ordinances upon review of the application and event.*

*\*\*\*\* Corporate Meeting Package includes one day rental of activity center, Mon-Thurs 8a-5p, basic event technology package, and choice of linens package. price does not include any ala carte or additional items.*

*\*\*\*\*\* Wedding Package includes one day rental for 3 hours (Fri-Sun) at Elsie Stephens Park between 10a-Sunset and one day rental (Fri-Sun) Activity Center Rental 10a-midnight. Park & full day Activity Center is for same-day rental only. The price includes 2 hours of setup time at the Activity Center the night before event, if the building is not previously rented. Package also includes Basic Event Technology Package, and choice of Linens Package. Price does not include any Ala Carte or additional items.*

**LARGE ASSEMBLY PERMIT**

<b>200+ PEOPLE:</b>	\$60.00 per event
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**LIQUOR/TOBACCO LICENSING - ANNUAL**

<b>ON SALE LIQUOR LICENSE:</b>	\$3,000 per year (due July 1st)
<b>OFF SALE LIQUOR:</b>	\$100 per year (due July 1st)
<b>ON SALE SUNDAY LIQUOR:</b>	\$200 per year (due July 1st)
<b>SET UP LICENSE:</b>	\$125 per year (due April 1st)
<b>OFF SALE 3.2 LICENSE:</b>	\$15 per year (due July 1st)
<b>1<sup>ST</sup> FAILED COMPLIANCE CHECK – LIQUOR</b>	\$500 administrative fine
<b>2<sup>ND</sup> FAILED COMPLIANCE CHECK - LIQUOR</b>	\$1,500 administrative fine

<b>3<sup>RD</sup> FAILED COMPLIANCE CHECK – LIQUOR</b>	Revocation of License
TEMPORARY ONE DAY 3.2:	\$15 per day
LICENSE TOBACCO LICENSE:	\$200 per year (due January 1st)
TEMPORARY INTOXICATING BEVERAGE LICENSE:	\$25 per day
<b>1<sup>ST</sup> FAILED COMPLIANCE CHECK – TOBACCO AND/OR CANNABIS</b>	\$500 administrative fine
<b>2<sup>ND</sup> FAILED COMPLIANCE CHECK – TOBACCO AND/OR CANNABIS</b>	\$1,500 administrative fine
<b>3<sup>RD</sup> FAILED COMPLIANCE CHECK – TOBACCO AND/OR CANNABIS</b>	Revocation of License
<b>MISCELLANEOUS</b>	
NONRESIDENT NOTARY FEE	\$1.00 Per Document

### SECTION 3: BUILDING

<b>ACCESSORY BUILDINGS OVER 200 SQUARE FEET (RESIDENTIAL)</b>	
200 TO <u>1,250</u> SQUARE FEET (SQ. FT.)	\$300 + \$1 state surcharge
<u>1,251</u> SQ. FT. AND OVER	\$400 + State Surcharge <sup>3</sup>
ACCESSORY BUILDING OVER 200 SQUARE FEET (NON-RESIDENTIAL)	Based on valuation <sup>1</sup> + Plan Check <sup>2</sup> + State Surcharge <sup>3</sup>
NEW CONSTRUCTION HOMES (INCLUDES TOWNHOMES, ROW HOMES, AND SIMILAR)	Based on valuation <sup>1</sup> + Plan Check <sup>2</sup> + State Surcharge <sup>3</sup>
<u>NON-RESIDENTIAL NEW CONSTRUCTION PRINCIPAL STRUCTURE</u>	<u>Based on valuation<sup>1</sup> + Plan Check<sup>2</sup> + State Surcharge<sup>3</sup></u>
<b>BASEMENT REFINISHING, REMODELS, AND ADDITIONS REQUIRING BUILDING PERMIT:</b>	Based on valuation <sup>1</sup> + Plan Check <sup>2</sup> + State Surcharge <sup>3</sup>
DISCOUNT FOR HOMES 20 YEARS OR OLDER (REMODELS, BASEMENT FINISHES, ADDITIONS)	25% reduction on permit fee and <u>Plan Check<sup>2</sup></u> ; State surcharge is still applied based on valuation
LANDSCAPING/SITE REVIEW ESCROWS (IF REQUIRED):	\$3,000.00 (minimum escrow)
ADDITIONAL C/O INSPECTIONS (AFTER 3 INSPECTIONS):	\$100 each
BUILDING RE-INSPECTION FEE (AFTER 2 <sup>ND</sup> INSPECTION):	\$47.00 established under state building code

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

\*Any building permit type not mentioned (e.g. residential, commercial, industrial, new construction) fee will be **BASED ON VALUATION<sup>1</sup> + PLAN CHECK<sup>2</sup> + STATE SURCHARGE<sup>3</sup>** (SEE SECTION 10 BELOW). When work requiring a permit has been commenced without first obtaining a permit, a special investigation shall be made before a permit may be issued for such work. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The minimum investigation fee shall be no greater than the permit fee.

## SECTION 4: OVER THE COUNTER

<del>BURN PERMIT:</del>	<del>\$25.00 (ILLEGAL BURN FEE WILL DOUBLE)</del>
CONNECTION CHARGES	



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

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

## SECTION 5: PLANNING

COMMERCIAL KENNEL LICENSE (5 DOGS)	See IUP/CUP in Section 6
RESIDENTIAL KENNEL LICENSE (5 DOGS)	See IUP/CUP in Section 6

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

\*Any building permit type not mentioned (e.g. residential, commercial, industrial, new construction) fee will be based on **BASED ON VALUATION<sup>1</sup> + PLAN CHECK<sup>2</sup> + STATE SURCHARGE<sup>3</sup>** (SEE SECTION 10 BELOW) WITH THE MOST SIMILAR CONSTRUCTION TYPE. When work requiring a permit has been commenced without first obtaining a permit, a special investigation shall be made before a permit may be issued for such work. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then

or subsequently issued. The minimum investigation fee shall be no greater than the permit fee.

## SECTION 6: DEVELOPMENT \*\* (SEE NOTE)

<i>ADMINISTRATIVE SUBDIVISION:</i>	\$500.00 Application Fee;
<i>COMPREHENSIVE PLAN AMENDMENT:</i>	\$300.00 Application Fee; \$3,500.00 Escrow
<b>CONDITIONAL USE PERMIT (CUP) OR INTERIM USE PERMIT (IUP)</b>	
<i>RESIDENTIAL/ AGRICUTLURE DISTRICT:</i>	\$150.00 Application Fee; \$800.00 Escrow
<i>ALL OTHER DISTRICTS:</i>	\$300.00 Application Fee; \$1,800.00 Escrow
<i>ADMINISTRATIVE HOME OCCUPATION:</i>	\$50.00 Application Fee
<i>EXTENDED HOME BUSINESS:</i>	Same as IUP fees and escrow
<i>CONCEPT PLAN REVIEW:</i>	\$300.00 Application fee; \$3,500.00 Escrow
<i>DEVELOPMENT/LAND USE SIGN (FOR PUBLIC HEARINGS):</i>	\$50.00 per sign (as determined by City Staff)
<b>PLANNED UNIT DEVELOPMENT</b>	
<i>PRELIMINARY:</i>	\$300.00 Application Fee; \$5,000.00 Escrow
<i>FINAL:</i>	\$300.00 Application Fee; \$5,000.00 Escrow
<i>AMENDMENT:</i>	\$300.00 Application Fee; \$2,000.00 Escrow
<b>PLAT FEES</b>	
<i>PRELIMINARY PLAT:</i>	\$300.00 Application Fee; \$275.00 per lot, <u>or</u> <u>\$5,000 (whichever is greater) Escrow. Initial</u> <u>escrow shall be capped \$15,000</u>
<i>FINAL PLAT:</i>	\$300.00 Application Fee and \$6,000 escrow at application AND <i>Initial</i> Escrow of 4% of Construction costs as determined by City Engineer due at pre-construction meeting prior to development work starting
<i>REZONING OR TEXT AMENDMENT:</i>	\$300.00 Application Fee; \$2,500.00 Escrow
<i>SITE PLAN APPLICATION:</i>	\$300.00 Application Fee; \$1,500.00 Escrow
<i>TECNOLOGY/SOFTWARE FEE INCLUDED IN FINAL PLAT, PAID AT TIME OF APPLICATION:</i>	\$150.00 per lot fee
<b>VARIANCE</b>	
<i>RESIDENTIAL OR AGRICULTURE DISTRICT:</i>	\$150.00 Application Fee; \$1,000.00 Escrow
<i>ALL OTHER DISTRICTS:</i>	\$300.00 Application Fee; \$2,000.00 Escrow
<i>WAIVER OF PLAT:</i>	\$300.00 Application Fee; \$1,500.00 Escrow
<b>GRADING/EXCAVATING PERMIT (CUBIC YARDS)</b>	(when not part of a development application)

50 – 99	\$0
100 – 999	\$100.00 for first 100 cubic yards, plus \$65.00 per each additional 100 cubic yards or fraction thereof
1000 – 9,999	\$350.00 for the first 1,000 cubic yards plus \$60.00 per each additional 1,000 cubic yards or fraction thereof
10,000 – 99,000	\$650.00 for the first 10,000 cubic yards plus \$50.00 per each additional 10,000 cubic yards or fraction thereof
100,000 AND OVER	\$1,200.00 for first 100,000 cubic yards plus \$25.00 per each additional 10,000 cubic yards or fraction thereof.
<b>HAULING FEE WHEN USING CITY STREETS</b>	(materials hauled in or out of site)
LESS THAN 50,000 CUBIC YARDS	\$0
GREATER THAN 50,000 CUBIC YARDS	First 50,000 cubic yards costs \$0 plus \$.55 per additional one cubic yard or fraction thereof
<b>WETLAND APPLICATION</b>	
NO LOSS DETERMINATION:	\$150.00 Application Fee; \$2,000.00 Escrow
EXEMPTION:	\$150.00 Application Fee; \$650.00 Escrow
REPLACEMENT PLAN:	\$150.00 Application Fee; \$1,800.00 Escrow
WETLAND DELINEATION REVIEW:	\$150.00 Application Fee; \$2,000.00 Escrow
WETLAND BANKING APPLICATION:	\$150.00 Application Fee; \$1,250.00 Escrow
LAND DEVELOPMENT WCA REVIEW	\$300.00 Application Fee; \$2,500.00 Escrow
1-25 LOTS:	
LAND DEVELOPMENT WCA REVIEW	\$300.00 Application Fee; \$3,000.00 Escrow
26-50 LOTS:	
LAND DEVELOPMENT WCA REVIEW	\$300.00 Application Fee; \$25.00 Per Lot
EACH LOT OVER 50:	Escrow after 50 lots (base \$3,000 Escrow)
INSPECTION OF RESTORATION PLAN	\$250.00
WCA VIOLATION	\$5,000 Escrow
<b>EAW, EIS, AUAR APPLICATION</b>	\$300.00 Application Fee; \$6,000 Escrow

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

project's close out shall be refunded. For each final plat application, construction cost estimates shall be submitted to the City and will be subject to review and approval of the City Engineer.

## SECTION 7: POLICE, FIRE, & PUBLIC SAFETY

<b>POLICE -</b>	
<b>DANGEROUS DOGS</b>	
<i>DANGEROUS DOG LICENSE:</i>	\$490.00 per year + annual license
<i>DANGEROUS DOG SIGN:</i>	\$10.00
<i>DANGEROUS DOG TAGS:</i>	\$5.00
<i>CONTRACT SECURITY</i>	\$125 /hour
<i>FALSE ALARM FINE – POLICE:</i>	\$100.00 fee upon receipt of third false alarm notice at an address in one calendar year. Each additional false alarm after the third is \$100.00
<i>FINGER PRINTING:</i>	\$20.00
<i>POLICE REPORTS:</i>	\$10.00 each
<b>COLOR/DIGITAL PHOTOS</b>	\$10.00 each
<b>SQUAD VIDEO</b>	\$30.00 each
<b>BODY WORN CAMERA VIDEO</b>	\$30.00 each
<b>OTHER VIDEOS</b>	\$30.00 each
<b>ACCIDENT REPORT</b>	\$10.00 each
<b>FIRE -</b>	
<b>EQUIPMENT CHARGE: (PER HOUR)</b>	
- PUMPER / UTILITY	\$150.00
- TANKER	\$150.00
- RESCUE / CHIEF SQUADS / UTV	\$50.00
- STAFF COST (PER EMPLOYEE)	At cost = Salary + Benefits + Overhead
<b>FIRE WATCH / FIRE DEPARTMENT STANDBY</b>	At cost = Salary + Benefits + Overhead Per Employee and Equipment Costs
<b>HAZARDOUS MATERIAL INCIDENT</b>	At cost = Salary + Benefits + Overhead Per Employee and Equipment Costs
<b>TENT FEES</b>	
<b>TEMPORARY MEMBRANE STRUCTURE AND TENTS</b>	\$75.00 First Unit \$25.00 Additional Units, Each
<b>FIRE SUPPRESSION PERMIT</b>	Based on Valuation <sup>1</sup> + Plan Check <sup>1</sup>
<b>FALSE ALARM FINE:</b>	\$100.00 fee upon receipt of third false alarm notice at an address in one calendar year.

	Each additional false alarm after the third is \$100.00
<b>SPECIAL VEHICLE PERMIT</b>	\$30 for 3 years
<b>FIREWORKS PERMIT</b>	\$100.00
<b>FIRE INSPECTIONS:</b>	
<i>FIRST FOLLOW-UP:</i>	Free
<i>SECOND FOLLOW-UP:</i>	\$100.00
<i>THIRD FOLLOW-UP:</i>	\$150.00
<i>FOURTH FOLLOW-UP:</i>	\$200.00
<b><i>FIRE CODE VIOLATION:</i></b>	<b><i>\$250.00</i></b>
<b><i>BURN PERMIT</i></b>	<b><i>\$50.00 (Unauthorized Burn Violation = \$300)</i></b>
<b><i>FIRE REPORTS</i></b>	<b><i>\$10.00</i></b>

## SECTION 8: PUBLIC WORKS

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

WATER USAGE: PER 1,000 (GAL) 500,001-1,250,000 GAL:	\$4.00
WATER USAGE: PER 1,000 (GAL) 1,250,001-2,500,000 GAL:	\$4.38
WATER USAGE: PER 1,000 (GAL) OVER 2,500,000 GAL:	\$4.80
SEWER BASE:	\$23.36/Bi-Monthly
SEWER USAGE PER 1,000 (GAL)	\$5.09
SEWER ONLY NDL 1,000 (GAL) AND OVER:	\$6.88
MN CONNECT FEE:	\$1.62/Bi-Monthly
CHAMPLIN FEE PER/ UNIT	\$13.05/Month
NATURES CROSSING:	

#### **WATER METER USE FEES:**

RESIDENTIAL METER:	\$16.60
1 INCH WATER (BASE FEE):	\$49.34
1.5 INCH WATER (BASE FEE):	\$63.44
2 INCH WATER (BASE FEE):	\$102.16
3 INCH WATER (BASE FEE):	\$387.52
4 INCH WATER (BASE FEE):	\$492.44
6 INCH WATER (BASE FEE):	\$739.78
10 INCH WATER (BASE FEE):	\$1,761.38

**NON-RESPONSE FOR WATER METER** \$100 per billing cycle

**MAINTENANCE (INITIATED BY CITY)**  
**WATER SHUT OFF AND RECONNECTION**  
**FEE:**

\$150.00

## **SECTION 9: DEVELOPMENT TRUNK AND CONNECTION FEES**

<b>TRUNK AREA CHARGES</b>	<b>Non-Residential</b>	<b>Residential</b>	<b>High Density (12 units or greater)</b>
STORM WATER	9,086/acre	3,494/unit	483/unit
SANITARY SEWER	6,751/acre	2,597/unit	356/unit
SANITARY SEWER LATERAL CHARGE	Credit eligibility calculated as part of development agreement	Credit eligibility calculated as part of development agreement	Credit eligibility calculated as part of development agreement
WATER	10,527/acre	4,049/unit	673/unit

<b>CONNECTION FEES (A BUILDING PERMIT)</b>	<b>Non-Residential</b>	<b>Residential</b>	<b>High Density</b>
<b>SEWER ACCESS CHARGE (SAC)</b>	\$3,406/unit (\$921 city +\$2,485)	\$3,406/unit (\$921 city +\$2,485)	\$3,033/unit (\$548 city +\$2,485)
<b>WATER ACCESS CHARGE (WAC)</b>	\$13,408/acre	\$5,157/unit	\$796/unit
<b>MAPLE GROVE WAC (PAID TO MAPLE GROVE IN SOUTH DAYTON)</b>	\$12,596/acre, \$6,298/acre (church with no weekday usage)	\$3,149/unit	\$2,519/unit
<b>PARK AND TRAIL DEDICATION</b>			
<b>PARK DEDICATION</b>	\$7,900/acre	\$4,497/unit	\$3,129/unit
<b>TRAIL DEDICATION</b>	\$3,214/acre	\$2,796/unit	\$2,541/unit
*Acre represents development acre defined as: <i>Developable Area = Total Site Area - wetland per NWI Floodplain</i>			
*Per unit residential based on average 3 units per acre density			

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

## **SECTION 10: VALUATION BUILDING PERMIT FEES, STATE SURCHARGE, & PLAN CHECK**

<sup>1</sup>Valuation Based Building Permit Fees see below table

<b><u>TOTAL VALUATION:</u></b>	<b><u>FEE</u></b>
<u>\$1.00 - \$500.00</u>	<u>\$23.50</u>
<u>\$501.00 - \$2,000.00</u>	<u>\$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00</u>
<u>\$2,001.00 - \$25,000.00</u>	<u>\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$2,000.00</u>
<u>\$25,001.00 - \$50,000.00</u>	<u>\$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00</u>
<u>\$50,001.00 - \$100,000.00</u>	<u>\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00</u>



<u>\$100,001.00 - \$500,000.00</u>	<u>\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00</u>
<u>\$500,001 - \$1,000,000.00</u>	<u>\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00</u>
<u>\$1,000,001.00 AND UP</u>	<u>\$5,608.75 for the first 1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof.</u>

<sup>2</sup> Plan check fee types

<b><u>PLAN CHECK TYPES:</u></b>	<b><u>CHARGE</u></b>
<u>ADDITIONAL CONSULTANT REVIEW (ENGINEER, PLANNER, ETC.):</u>	<u>Actual cost (may be billed separately)</u>
<u>NEW CONSTRUCTION HOMES (INCLUDES TOWNHOMES, ROW HOMES, AND SIMILAR):</u>	<u>65% of Permit Fee</u>
<u>NON-RESIDENTIAL AND APARTMENT BUILDINGS:</u>	<u>65% of Permit Fee</u>
<u>MASTER PLAN DESIGNATED NEW CONSTRUCTION HOMES:</u>	<u>25% of Permit Fee</u>

<sup>3</sup> State Surcharges when based on valuation

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

**ITEM:**

Approve Posting for a Senior Planner

**PREPARED BY:**

Zach Doud, City Administrator

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

Approve posting for a Senior Planner

**BACKGROUND:**

The City received a resignation from the Associate Planner II at the last council meeting. City staff worked throughout the last couple weeks to be able to replace this position as soon as possible with no luck. City staff is in need of a planning position to keep up with the work related to permits, applications, and general planning for the City. Currently the work is being completed by Landform who is the City's consulting planner.

City staff would like to post for a Senior Planner position for the Planning Department as that is the need of the City from the Community Development Director's perspective. This position will be a salaried position and the range of salary is requested to be \$83,069.40 to \$105,109.29.

The timeline will be to have the position open for applications until April 1, 2024. Conducting interviews that week or the following week depending on number of applications and then having approval be on the April 9, 2024 council meeting (quick turn around) or April 23, 2024 council meeting for a early to mid May start.

**CRITICAL ISSUES:**

N/A

**RECOMMENDATION:**

Approve posting for the Senior Planner position.

**ATTACHMENT(S):**

Job Description for Senior Planner.



<b>JOB TITLE:</b> Senior Planner	<b>FLSA:</b> Exempt
<b>DEPARTMENT:</b> Community Development	<b>REPORTS TO:</b> Community Development Director
	<b>SUPERVISES:</b> none

### SUMMARY

Under general direction of the Community Development Director, this position reviews permit and land use applications, creates reports and recommendations to city officials on said applications. Administers Zoning and Subdivision codes, and the Comprehensive Plan while making progress towards the City Council's Goals and Initiatives.

### ESSENTIAL JOB DUTIES

To perform this job successfully, an individual must be able to perform each duty satisfactorily. The requirements listed below are representative of the knowledge, skill and abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the position. The Essential functions listed below are intended as illustrations of the various types of work that may be performed. The omission of specific duties does not exclude them if the work is similar, related or a logical assignment to the position.

#### Operational

- Responds to general public inquiries.
- Administers and reviews zoning, and related permits.
- Manages planning cases and escrows. Reviews applications, conducts site visits, prepares written reports, findings and recommendations. Presents planning cases to the City Council, Planning Commission, Economic Development Authority, and related public bodies. Prepares and administers Development Agreements.
- Administers Zoning and Subdivision codes, and related regulations.
- Assists with the Development Review Committee.
- Assists with Comprehensive Plan amendments, and related policies, and studies.
- Assists coworkers with matters related to Community Development Department functions.

#### Supervisory

None.

#### Other Related Duties

- Conducts code enforcement inspections and administers enforcement activities.
- Monitors legislative actions affecting land use and policies.
- Grant writing and administration.
- Active participation in organizations related to local land use and issues.
- Performs related tasks as required.

## QUALIFICATIONS

### Required Knowledge, Skills, and Abilities:

- Knowledge of municipal planning practices and procedures.
- Knowledge, interpretation, and administration of Federal, State, and local laws, policies, and other regulatory actions.
- Ability to relate to the public, analyze information, investigate, and make recommendations for action, and predict consequences of inaction.
- Ability to communicate clearly in oral and written communication.
- Ability to establish and maintain effective working relationships with the public, coworkers, and professional colleagues. Ability to delegate work with tact and respect.

### Required Education and Experience:

- Bachelor's degree from a Planning Accreditation Board (PAB) accredited program, and 3 years of experience.
- Bachelor's degree from a non-accredited PAB program, and 5 years of experience.
- American Institute of Certified Planners accreditation, or ability to obtain within one year.

### Preferred Qualifications

- Master's degree from a PAB accredited program, or in a related field.
- GIS experience.
- Economic Development, and/or Housing Redevelopment experience.

### Physical Demands

This work requires periodic lifting of up to 25 pounds; work regularly requires sitting, speaking or hearing, using hands to find, handle or feel and repetitive motions, frequently requires walking and reaching with hands and arms and occasionally requires standing and lifting; work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken work levels; work requires preparing and analyzing written or computer data, operating machines and observing general surroundings and activities; work is generally in a moderately noisy location. Work interruptions are frequent.

**Work Environment:** Work is generally performed in an office environment with standard office equipment and furnishings available. Occasionally will be required to attend off-site meetings, and perform site visits in inclement weather and traversing unstable surfaces.

I have read this job description and fully understand the requirements set forth herein. I understand that this is to be used as a guide and that I will be responsible for performing other duties as assigned. I further understand this job description does not constitute an employment contract with the City of Dayton.

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Employee Signature

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Printed Name

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Date

**ITEM:**

Memo from City Attorney on Tax Forfeiture Properties

**PREPARED BY:**

Zach Doud, City Administrator

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

Acceptance of Memo from City Attorney

**BACKGROUND:**

The City of Dayton and City of Dayton EDA sold a previously tax forfeited property during 2023. This process was a bit of a disaster in regards to selling the property and City staff is not looking to repeat that disaster of a process into the future. City Staff requested the City Attorney to draft a memo of how acquiring and potential sales of tax forfeiture properties within the City of Dayton should occur in the future.

With additional tax forfeiture properties being available in the City and potentially any future tax forfeiture properties that could come up, Staff wanted to ensure that the City Council had all of the same information in regards to the legal aspects of these properties. This memo is to have the same understanding by all and to provide future direction so the process will be smooth and understood in the future.

**ACTION:**

Accept memo from City Attorney on Tax Forfeiture Properties

**ATTACHMENT(S):**

Memo from City Attorney

## MEMORANDUM

TO: DAYTON MAYOR AND CITY COUNCIL  
FROM: AMY SCHMIDT, CITY ATTORNEY  
DATE: FEBRUARY 29, 2024  
RE: TAX FORFEITED LANDS

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CAMPBELL KNUTSON  
PROFESSIONAL ASSOCIATION

### **Background and Issue**

The City of Dayton currently holds an interest in two parcels located in the City, pursuant to Commissioner's Deeds for the Conveyance of Forfeited Lands. Parcel 1 consists of approximately 0.28 acres, and is located on Robinson Street, east of Division Street (PID: 3112122310056) (the "Robinson Parcel"). Commissioner's Deed 0190171 was issued to the City by the Minnesota Department of Revenue on February 26, 1999, and was filed of record in the Office of the Hennepin County Recorder on March 4, 1999 (Doc. No. A7070129). The Commissioner's Deed for this property originally carried a use restriction that it be used only for a potential well site. Later, the City submitted an Application for Approval for a New Use of Tax-Forfeited Lands, which was approved by Hennepin County on June 20, 2005 (Res. No. 95-8-556R1). That approval was filed of record in the Office of the Hennepin County Recorder on July 6, 2005 (Doc. No. A8610706). According to that approval, the use restriction requires that it be used only for a public parking lot.

Parcel 2 consists of approximately 9.08 acres, and is located near Interstate 94, in the vicinity of Dayton Parkway, Territorial Road, and County Road 81 (PID: 3112022130010) (the "Interstate Parcel"). Commissioner's Deed 0211566 was issued to the City by the Minnesota Department of Revenue on January 9, 2016, and was filed of record in the Office of the Hennepin County Recorder on January 15, 2016 (Doc. No. A10279292). The Commissioner's Deed for this property carries a use restriction that it be used only for a Transit Hub Park and Ride Facility, right-of-way for the Interstate 94 interchange, and additional storm water ponding.

The City Council and Economic Development Commission have each been in conversation about the future of these two parcels, and wish to have a better understanding of the authority of the City Council and the EDA relative to possible conveyance of tax forfeited lands.

### **Discussion**

#### ***A. Acquisition of Tax-Forfeited Lands by Cities.***

A city may acquire a tax-forfeited parcel in three different ways (each described more fully below):

1. Pursuant to a Commissioner's Deed to the city for an "authorized public use" at no cost;<sup>1</sup>
2. Pursuant to a quitclaim deed to the city for any public purpose for which a city is authorized to acquire property, paying market value;<sup>2</sup> or

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<sup>1</sup> Minn. Stat. § 282.01, subd. 1a(e).

<sup>2</sup> Minn. Stat. § 282.01, subd. 1a(b).

3. Pursuant to a quitclaim deed to the city for less than market value if certain conditions are met.<sup>3</sup>

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1. Property acquired at no cost for an authorized public use

In the context of an acquisition for an “authorized public use” by a city, that term means a “use that allows an indefinite segment of the public to physically use and enjoy the property in numbers appropriate to its size and use, or [a use that] is for a public service facility.”<sup>4</sup> The statute limits authorized public uses to only the following:

- a. A road, or right-of-way for a road;
- b. A park that is both available to, and accessible by, the public that contains improvements such as campgrounds, playgrounds, athletic fields, trails, or shelters;
- c. Trails for walking, bicycling, snowmobiling, or other recreational purposes, along with a reasonable amount of surrounding land maintained in its natural state;
- d. Transit facilities for buses, light rail transit, commuter rail or passenger rail, including transit ways, park-and-ride lots, transit stations, maintenance and garage facilities, and other facilities related to a public transit system;
- e. Public beaches or boat launches;
- f. Public parking;
- g. Civic recreation or conference facilities; and
- h. Public service facilities such as fire halls, police stations, lift stations, water towers, sanitation facilities, water treatment facilities, and administrative offices.<sup>5</sup>

The city is not required to pay for the use of the property, and the conveyance is made via a deed to the city from the Commissioner of Revenue, with the use restriction specified.<sup>6</sup> The Commissioner’s deed is considered to be a conditional use deed, and the interest in the property will automatically revert to the State if the city fails to use it for that authorized public purpose, or if the city abandons that authorized public use.<sup>7</sup>

A city may ask the Commissioner of Revenue to approve a change in authorized public use, as long as the new use will also be an authorized public use.<sup>8</sup>

Certain time limits apply to these parcels acquired through this process. If a city does not put the property to use for the authorized public use or abandons that use, **after three years**, that city must either:

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<sup>3</sup> Minn. Stat. § 282.01, subd. 1a(d).

<sup>4</sup> *Id.*

<sup>5</sup> *Id.*

<sup>6</sup> Minn. Stat. § 282.01, subd. 1a(f).

<sup>7</sup> Minn. Stat. § 282.01, subd. 1c.

<sup>8</sup> Minn. Stat. § 282.01, subd. 12.



- a. Purchase the property for an authorized public purpose<sup>9</sup> at the present market value as determined by the county board, or
- b. Return the property to the State (a voluntary reconveyance).<sup>10</sup>

If the city has included the property in a formal city plan (like a Comprehensive Plan) that shows an intended future use of the property for the authorized public use, then the State will not deem the city to have failed to put the property to the authorized public use, or to have abandoned it.<sup>11</sup>

If a city acquired a tax-forfeited parcel under a conditional use deed **after** January 1, 2007, after 15 years from the date of the conditional use deed, the city may submit an application to the Commissioner of Revenue to acquire unconditional fee title to the property at no cost. To qualify for approval of the acquisition of the property, the city must show:

- a. That it has, in fact, put the property to the authorized public use for which it was conveyed;
- b. That it has no current plans to change the use of the land; and
- c. That it gave notice to the county of its intent to acquire the property, and the county did not object within 60 days of the notice.<sup>12</sup>

In this context, proof of the intent that the property will continue to be used as the authorized public use must be shown by more than just a formal plan of the city; it must be more concrete than that.<sup>13</sup>

If a city acquired a tax-forfeited parcel under a conditional use deed **prior to** January 1, 2007, the property is released from the use restriction and the possibility of reverter on January 1, 2022.<sup>14</sup> This is not automatic, but all that is needed is a resolution of the county board that describes the property, cites the statute, and releases the conditions and reverter.<sup>15</sup> This county board resolution must be recorded.<sup>16</sup> When the process is complete, the city would own the property in fee, without restrictions, and at no cost to the city.

For other tax-forfeited parcels, the use conditions and the possibility of reverter are nullified 30 years from the date that the conditional use deed was acknowledged.<sup>17</sup> No action is required by a city or county to extinguish the conditions and possibility of reverter in this context.

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<sup>9</sup> Note the difference in the statutory language here: the property must be acquired for an authorized public purpose, not for the authorized public use. “Authorized public purpose” is not defined in this context, so presumably, a city would not be limited to only the eight public uses authorized when the property is acquired at no cost under a conditional use deed. *See*, Minn. Stat. § 282.01, subd. 1d(a)(1), Minn. Stat. § 282.01, subd. 1a(d).

<sup>10</sup> Minn. Stat. § 282.01, subd. 1d(a).

<sup>11</sup> *Id.*

<sup>12</sup> Minn. Stat. § 282.01, subd. 1d(b).

<sup>13</sup> *Id.*

<sup>14</sup> Minn. Stat. § 282.01, subd. 1d(c).

<sup>15</sup> *Id.*

<sup>16</sup> *Id.*

<sup>17</sup> Minn. Stat. § 282.01, subd. 1d(d).

## 2. Property acquired at market value for a public purpose

If a city acquires a tax-forfeited parcel and pays market value, the city is required only to put it to a public purpose<sup>18</sup>, rather than the limited authorized public uses listed above. Cities generally have broad powers to acquire property “as its interests require.”<sup>19</sup> The Minnesota Department of Revenue has advised that “[g]enerally, a governmental subdivision will not be authorized to buy tax-forfeited land for the intent to make a profit by reselling the property.”<sup>20</sup>

For a tax-forfeited parcel sold under any circumstance, “market value” means “an estimate of the full and actual market value of the parcel as determined by the county board. . . .”<sup>21</sup> To determine market value for a sale to a city or other governmental unit, a county may hire a licensed real estate appraiser, but also can rely on county employees or someone under contract with the county board who are not licensed real estate appraisers.<sup>22</sup>

This type of acquisition can occur at any time, before or after a city might have acquired use of the property under a conditional use deed. If the city pays market value for a parcel for which the city already has a conditional use deed, upon conveyance, the conditions and possibility of reverter are extinguished. The city receives the property via quitclaim deed, and may put the property to use for any public purpose within the city’s authority.

## 3. Property acquired at less than market value

Under limited circumstances, a city could acquire a tax-forfeited parcel for less than the market value as determined by the county. This can happen if:

- a. The county board determines that a sale at a reduced price is in the public interest because a reduced price is necessary to provide an incentive to correct the blighted conditions that make the lands undesirable in the open market, or the reduced price will lead to the development of affordable housing; and
- b. The city has documented its specific plans for correcting the blighted conditions or developing affordable housing, and has identified the city’s legal authority to acquire real property in furtherance of those plans<sup>23</sup> (e.g., specific development plan of an HRA or EDA).

Here, the property would be conveyed via quitclaim deed to the city,<sup>24</sup> but must be developed as proposed by the city.

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<sup>18</sup> Minn. Stat. § 282.01, subd. 1a(b).

<sup>19</sup> Minn. Stat. § 412.211.

<sup>20</sup> *Delinquent Tax and Tax Forfeiture Manual*, Minnesota Department of Revenue, April 2020, p. 165.

<sup>21</sup> Minn. Stat. § 282.01, subd. 1a(b).

<sup>22</sup> *Id.*

<sup>23</sup> Minn. Stat. § 282.01, subd. 1a(d).

<sup>24</sup> *Id.*

## ***B. 2023 Supreme Court Decision.***

As was discussed in a prior memo to the Dayton City Council, the law related to the resale of tax-forfeited lands was a bit shaken up by a decision of the Supreme Court of the United States on May 25, 2023.<sup>25</sup> In the months immediately following the decision, the Minnesota Department of Revenue recommended to counties that they consider suspending sales of tax-forfeited lands, or escrowing any proceeds of the sale that exceeded the amount of the tax delinquency.<sup>26</sup> It does not appear that this advice has been updated since last year, nor has the State Legislature clarified the law by amending any of the applicable statutes. In that intervening time, the concern in the legal community has settled somewhat. Just the same, as they consider conveying property that was previously tax-forfeited land, cities should continue to proceed with appropriate caution as it would with any city action.

## ***C. City Council Considerations for Acquisition of the Parcels.***

### **1. Robinson Street Parcel**

As noted above, the Robinson Parcel was conveyed to the City under a conditional use deed for a restricted use as of February 26, 1999. Accordingly, pursuant to the statute that releases the conditions and possibility of reverter for any conditional use deed given prior to January 1, 2007, the conditions and possibility of reverter for the Robinson Parcel were released on January 1, 2022.<sup>27</sup> The City of Dayton could request that the Hennepin County Board adopt and record a resolution to that effect at any time.

When this process is complete, the City could retain and use the property for a public purpose within the Council's authority, or dispose of this property in the discretion of the City Council. See below for legal considerations related to selling city-owned property and for a possible process to be followed.

### **2. Interstate Parcel**

Because the City received the conditional use deed for the Interstate Parcel on January 9, 2016, the process for acquisition of this parcel is more complicated than the Robinson Parcel.

As noted above, the conditional use deed for the Interstate Parcel restricts the uses of the property only for a Transit Hub Park and Ride Facility, right-of-way for the Interstate 94 interchange, and additional storm water ponding. To date, the property has not been developed as a park and ride facility, although Chapter 8 of the 2040 Comprehensive Plan notes that "One parcel directly north of the Dayton Parkway interchange area has been identified by the City as a possible Park and Ride Station." Part of the parcel is in use for stormwater ponding.

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<sup>25</sup> *Tyler v. Hennepin County*, 598 U.S. 631 (2023).

<sup>26</sup> Memo of Minnesota Department of Revenue, August 3, 2023.

<https://www.revenue.state.mn.us/sites/default/files/2023-10/memo-counties-8-3-2023.pdf>

<sup>27</sup> Note that the change of use that was approved by the Hennepin County Board on June 20, 2005, did not convey a new deed. Therefore, the original date of conveyance would control. Even if there might be an argument that the date of the approved change in use would control, it also occurred before January 1, 2007, so that argument would be moot.

Under these circumstances, the City has several options related to this property:

- a. Retain the parcel for the existing conditional uses (status quo) until a specific use or development plan is identified
  - i. The property could be held until January 9, 2046, when the use restriction and possibility of reverter would be nullified under the statute; or
  - ii. The City could pursue either Option b. or Option c. (below) at any time before January 9, 2046.
- b. Retain the parcel and submit an application to Hennepin County for approval of a new authorized public use
  - i. For example, City staff has presented to the Council an option that would involve developing the Interstate Parcel as a public facility, such as a new fire station and training center. A fire facility is on the list of authorized public uses. This would allow the City to retain the property at no public cost, and after January 9, 2046, the property would be owned by the City outright.
  - ii. The City would also have the option to seek a change to any other authorized public use enumerated in the statute.
- c. Purchase the property at market value, and take fee title without the use restriction and possibility of reverter
  - i. As noted above, “market value” means “an estimate of the full and actual market value of the parcel as determined by the county board. . . .”
  - ii. Generally, market value is described as the price that a willing buyer will pay to a willing seller for property in an arms-length transaction.
  - iii. Hennepin County would ultimately determine the property’s value based on its own appraisal or a valuation by County staff.
  - iv. No statutory provision prohibits the County from negotiating the purchase price with a buyer.
  - v. Therefore, the City could engage the County in negotiations for a purchase price, but **should obtain an appraisal** to inform the City’s position during negotiations.
  - vi. The County could decline to sell the property to the City if the County believes that the City is only acquiring the property to “flip it” and sell it for a profit.

### 3. Legal Considerations and Recommended Sale Process

After the City has acquired fee title to either parcel, if the City Council determines that either parcel is no longer needed for any municipal function, the City can market it for sale at market value. In these circumstances, the only specific limitation on the City Council’s authority to sell the property for market value is a prohibition on sales to public officials<sup>28</sup> or to select employees unless specific

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<sup>28</sup> Minn. Stat. § 15.054; A.G. Op. 469a-12 (Aug. 30, 1961); A.G. Op. 90-a-1 (Sept. 28, 1955).

criteria are met.<sup>29</sup> Also, as a general rule, a city is not required to competitively bid for the sale of real property.<sup>30</sup>

For selling either the Robinson Parcel or the Interstate Parcel, the City could follow this general outline:

- a. Obtain an updated appraisal and updated title work.
- b. Determine whether City wants to
  - i. pursue a specific use/development plan of the property, or
  - ii. allow potential purchasers to propose a use/development plan that conforms to the current zoning or other vision of the City for the property.
- c. If the Council determines to pursue a specific use/development plan of the property: *Issue a Request for Proposals*.
- d. If the Council determines to allow potential purchasers to propose a use/development plan: *Issue a Request for Developer Interest ("RFDI")*.
  - i. RFDI could result in a greater variety of development options for the Council to choose from;
  - ii. Solicitation and selection process would mirror the RFP process.
- e. The Council has discretion to pursue other methods for disposing of City-owned property.
- f. When a buyer and proposal, if any, are selected, the sale would proceed as any other real estate transaction.

#### ***D. Role of Economic Development Authority.***

If the City Council chooses to do so, the City may transfer the parcel(s) to the Dayton Economic Development Authority. If the Council wishes to do this, under the overall circumstances, I recommend that the City complete the acquisition process for the parcel(s) prior to such a conveyance. Technically, the statute allows for any governmental subdivision of the state, which includes an EDA, to acquire tax-forfeited lands directly.<sup>31</sup> However, it is likely more efficient for the acquisition processes (whichever one the City Council chooses) to be completed with the parcel(s) in City ownership.

Regardless of the timing of a conveyance to the EDA, upon completion of the transfer, the EDA could exercise the same options as the City Council or pursue other options, within the statutory powers of an EDA or of an EDA acting as a Housing and Redevelopment Authority, and to the extent the powers granted to the EDA by the City Council and as set forth in the EDA By-Laws.<sup>32</sup>

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<sup>29</sup> Minn. Stat. § 15.054.

<sup>30</sup> Sale of real estate is not included in the definition of a "contract" that is subject to competitive bidding requirements. Minn. Stat. § 471.345, subd. 2.

<sup>31</sup> Minn. Stat. § 282.01, subd. 1b, 1d.

<sup>32</sup> Pursuant to Minnesota Statutes § 469.092, subd. 1, in its enabling resolution, a city council has the authority to impose certain limitations on the actions of an EDA. I have not seen the enabling resolution that the Dayton City Council adopted to create the Dayton EDA, or any amendments that might have been made since that time. The EDA By-Laws, Article VIII, enumerates certain limitations on the powers of the EDA. I assume, but currently cannot confirm, that these limitations are consistent between the enabling resolution and the By-Laws.





# OVERVIEW OF THE CARE COORDINATION MODEL

**A FOCUSED APPROACH TO CLOSING THE GAPS IN ONGOING HEALTHCARE**

## WHAT IT IS

The Community Health Alliance bridges the gap in critical healthcare services and communication that often occur between a 911 call and a patient returning home. Whether it's a senior adult who's fallen in their home, an individual who doesn't use English as their first language having a mental health issue, or any community member who could benefit from someone who understands and can navigate multiple healthcare systems, the Community Health Alliance is here to help everyone.

By gathering social determinants of health and ensuring a coordinated care team and plan, patients are centered in their care needs and get the ongoing help they need, regardless of their age, background, literacy level, and so on. Through our network of partners, the Community Health Alliance supports patients during the discharge process a comprehensive discharge plan that includes medications, lifestyle changes, follow-up care, intensive patient education geared to the patient's language and literacy level, and timely information instructions for follow up care, in home services ordered and a follow up appointment to primary care.

The Community Health Team includes a Fire Department, a Medical Director, a Program Director, Care Coordinators, Community Paramedics, EMTs, Community Healthcare Workers, and partnerships with community resources.

## VISION STATEMENT

The **St. Louis Park Community Health Alliance's** vision is to connect residents with the right services at the right time. The work of the Alliance better utilizes community resources to provide superior health outcomes for residents, their families, and the providers supporting the community.

## CONTACT US

Steve Koering • SLP Fire Chief // [skoering@stlouispark.org](mailto:skoering@stlouispark.org)

Amy Lucht • CARE Resource Connection CEO + Founder // [amy@careresourceconnections.org](mailto:amy@careresourceconnections.org)



## HOW IT WORKS

When the Fire Department is on the scene, needs are identified or communicated by the patient and or family/caregiver. After understanding what is needed or requested, a referral is made to the Care Coordinator in the form of a referral. Responding after the 911 call to both internal and external referral sources, care teams are connected, and a Safe Home Visit is scheduled. This process ensures patients get the right resource at the right time.

This Care Coordination Model is designed to overcome barriers to continuity of care, which requires more care coordination when a person is using 911 to access their healthcare, receiving fragmented care in emergency departments, and using urgent cares and minute clinics to fill the gaps. Primary Care Providers (PCP) who see Medicare patients must re-validate every 5 years. A PCP stays with the patient for a lifetime unless the provider terminates that relationship. Our team is the first to connect the patient back to their primary care teams with timely community resource connections and follow-up care.

## WHY IT'S DIFFERENT

Fire Departments are focused on community risk reduction, and communities – especially those that tend to be under-served or disadvantaged – are at a greater risk where there is a gap between the hospital/nursing home/transitional care unit and home. The Care Coordination Model follows the patient during the entire process, ensuring a smooth transition and more successful recovery. The Care Coordination Model, developed by Care Resource Connection, is unique due to its government agency affiliation and access which widens the network of resources to the local, county, and state level.

### ABOUT THE ST. LOUIS PARK FIRE DEPARTMENT

For over 100 years, the **St. Louis Park Fire Department** has been part of this vibrant, fast-changing community, delivering high-quality fire protection and emergency medical services. Along with other city departments, we are working toward building a more resilient community for our residents.

[HTTPS://WWW.STLOUISPARK.ORG/GOVERNMENT/DEPARTMENTS-DIVISIONS/FIRE](https://www.stlouispark.org/government/departments-divisions/fire)

### ABOUT CARE RESOURCE CONNECTION



**CARE Resource Connection** is a nonprofit 501(c)(3) organization made up of a network of healthcare, public service and business professionals that are dedicated to “bridging the gaps between our communities & the resources they need.”

[HTTPS://CARERESOURCECONNECTIONS.ORG](https://careresourceconnections.org)



# care



resource connection

Who  
We Are

Care Resource Connection is a 501(c)(3) nonprofit organization made up of a network of healthcare, public service, and business professionals that are dedicated to bridging the gaps between our communities and the resources they need.

What  
We Do

Care Resource Connection partners directly with Fire Departments to build Community Health Alliances from *within* the communities we serve to reduce the number of repeat 911 calls. After a 911 call, we work *alongside* the Fire Departments, community health workers, healthcare providers, community resources, and others to connect the patient to the resources and care they need to be successful and end the cycle of repeat 911 usage.

Our  
Approach

Care Resource Connection believes if we are able to address the social, economic, and psychological barriers to accessing care for a patient, we can both ensure that the patient has the resources and confidence to thrive and reduce the high utilization of 911 calls. We lead with a *proactive* "patient first" model to ensure we are meeting the unique needs individuals have.

Why it  
Matters

Care Resource Connection strives to set communities up for success by building lasting infrastructure and accessible pathways to care through our Community Health Alliances. We know when we come together, we can help patients take an *active* and *proactive* role in their care, better serve our community members and their diverse needs, and save limited taxpayer and healthcare resources for those who truly need it.

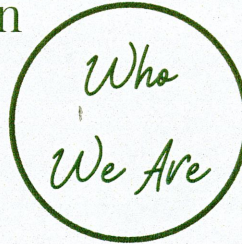
Please scan  
here for more  
information





# care

resource connection



Care Resource Connection is a 501(c)(3) nonprofit organization made up of a network of healthcare, public service, and business professionals that are dedicated to bridging the gaps between our communities and the resources they need.



Care Resource Connection partners directly with Fire Departments to build Community Health Alliances from *within* the communities we serve to reduce the number of repeat 911 calls. After a 911 call, we work *alongside* the Fire Departments, community health workers, healthcare providers, community resources, and others to connect the patient to the resources and care they need to be successful and end the cycle of repeat 911 usage.



Care Resource Connection believes if we are able to address the social, economic, and psychological barriers to accessing care for a patient, we can both ensure that the patient has the resources and confidence to thrive and reduce the high utilization of 911 calls. We lead with a *proactive* "patient first" model to ensure we are meeting the unique needs individuals have.



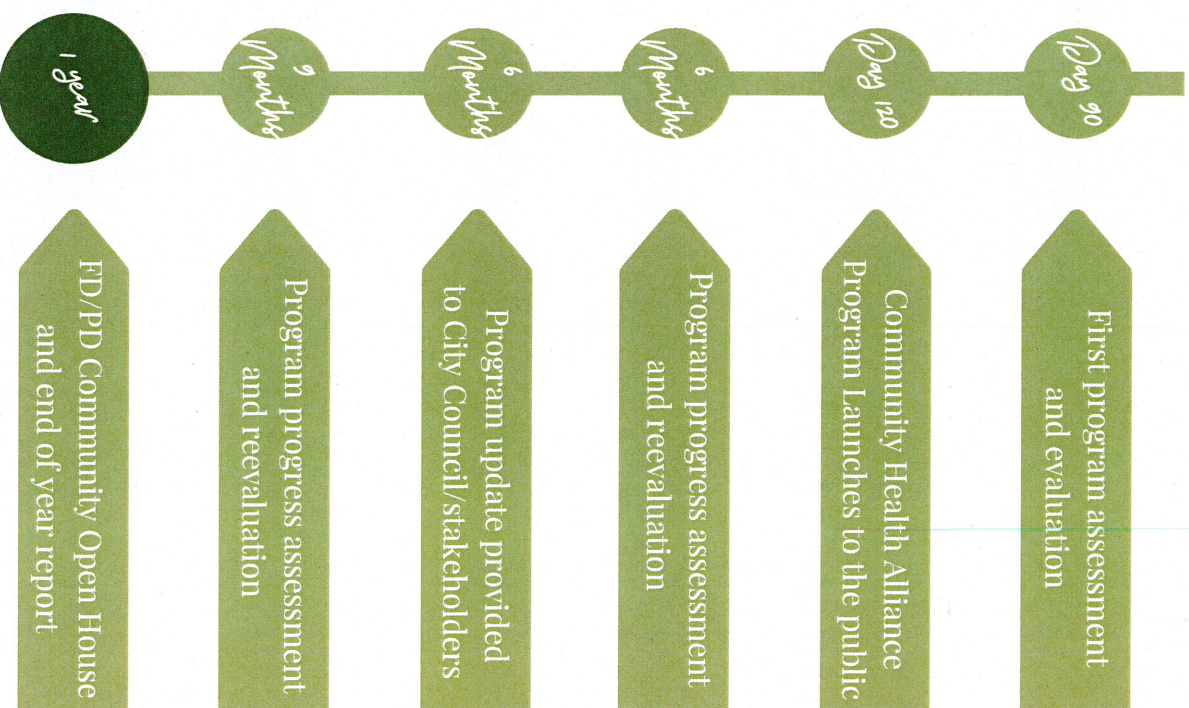
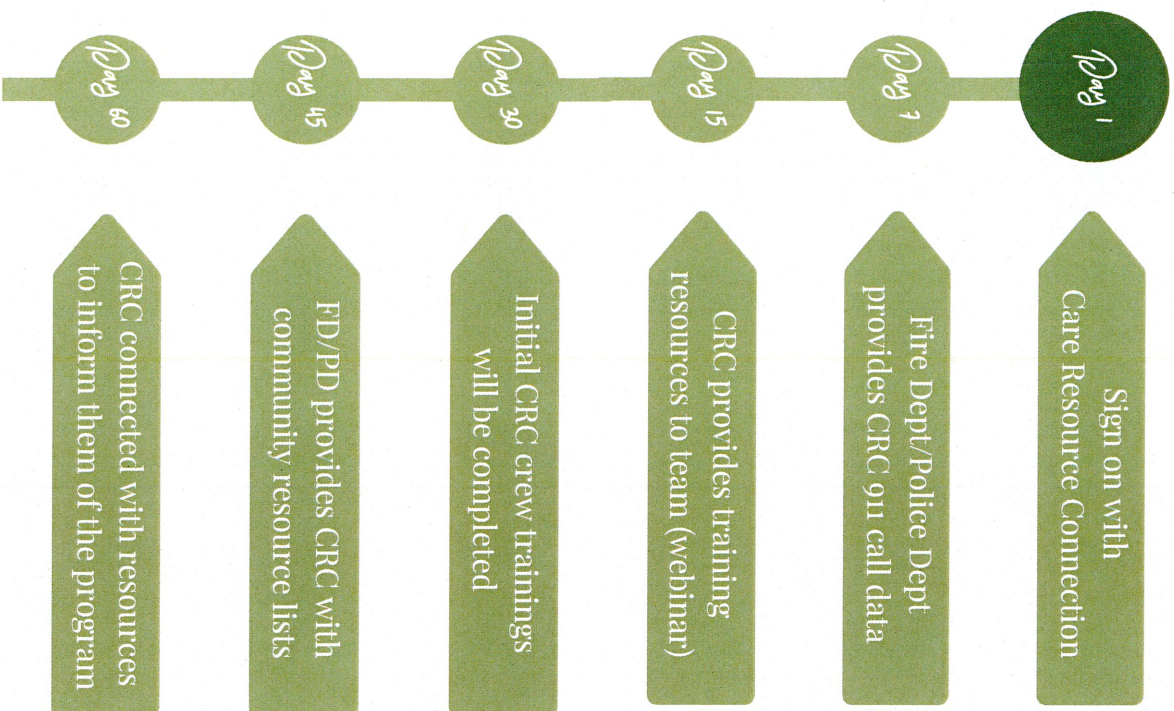
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Please scan  
here for more  
information



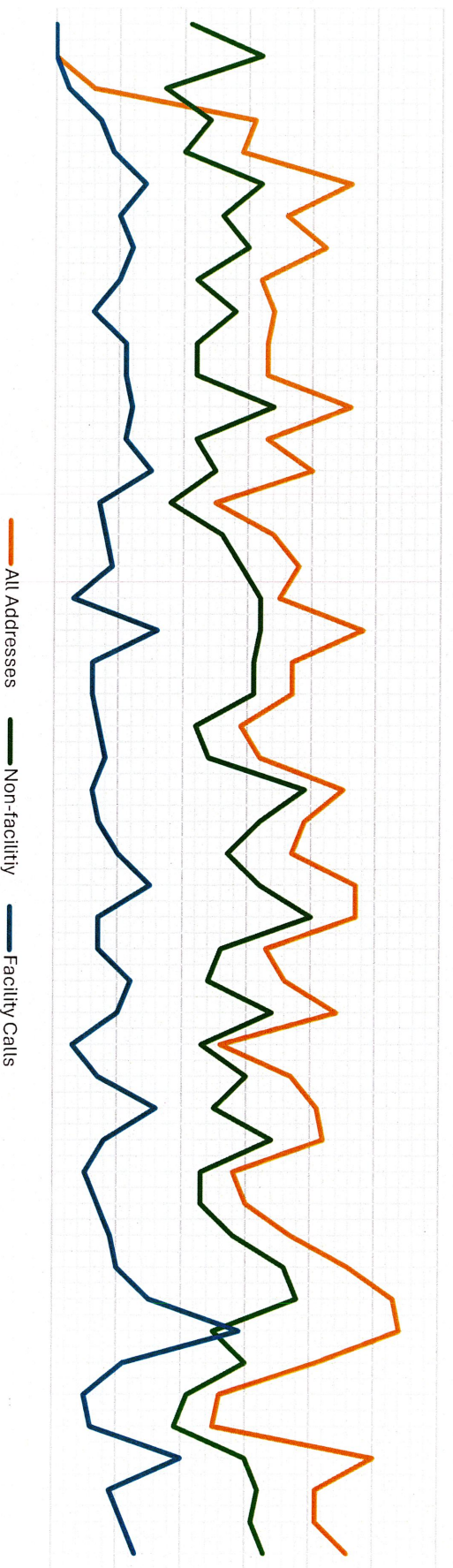


# Community Health Alliance Partnership Timeline

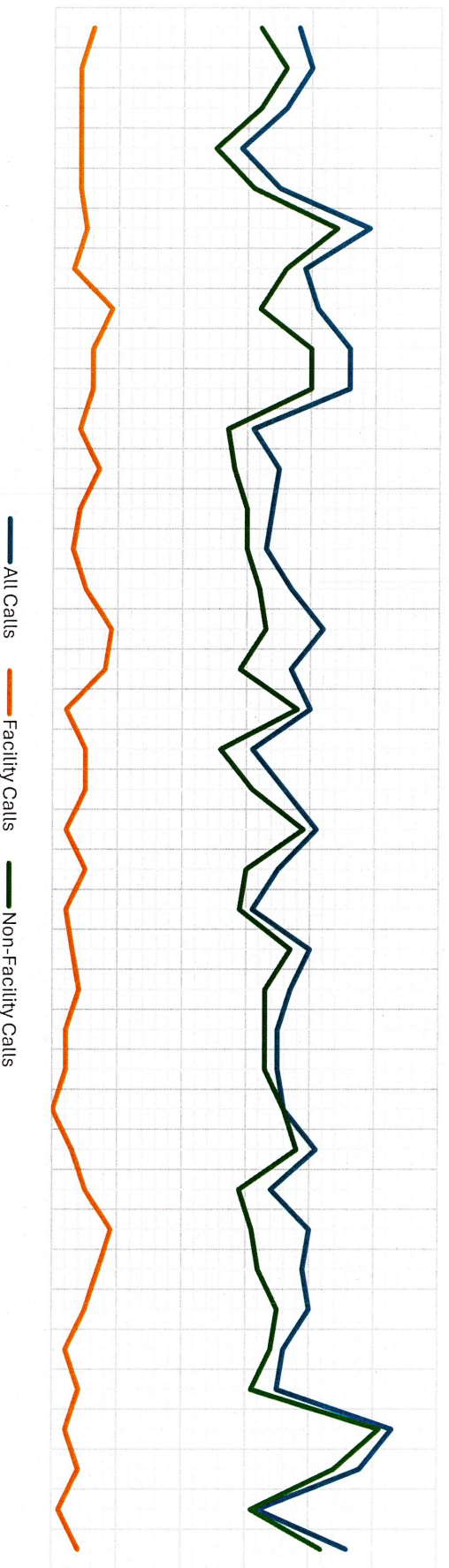




Hopkins 911 Call Data for All Calls, Facility, & Non-facility Calls



West Fargo 911 Call Data for All Calls, Facility, & Non-facility Calls







**ITEM:**

Discussion on Pro-Forma for Training Facility for Fire Department

**PREPARED BY:**

Zach Doud, City Administrator

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

Discussion on Training Facility for Fire Department

**BACKGROUND:**

The Fire Department is in need of a place to do training both on a regular recurring basis and on an annual basis for live burn training. There has been discussion with City Council in November 2023 about repurposing of tax forfeiture land near the Dayton Interchange to fulfill this need that the Fire Department has. The creation of a training facility (physical structure) would allow for a regular place to train for the Fire Department and to allow the City of Dayton to collect dollars from other communities that need a live burn training site for trainings.

In order to expand this use of this facility and not make it just a live burn facility, it would be utilized for live trainings on rope rescues, trainings on use of ladders, trainings in the classroom, and a dedicated spot for our fire department to have as a training facility. This training facility would be a revenue generating enterprise fund that would be able to offset future tax levy needed by our public safety departments (both police and fire) on any of their future operations needs that would normally be funded by tax dollars.

City Staff put together a few pro-formas on operations of the training facility whether it be on this tax forfeiture piece of land or if it would be on another piece of land within the City. The one caveat to this is that the parcel needs to have the ability to have city services (specifically water) in order to be operational. Staff needs City Council to provided direction on the training facility and what the location of that facility would be.

For reference, the annual tax levy received from a commercial or industrial business is below on an annual basis if the tax rate did not change from year to year. The tax rate has dropped significantly over the last several years, a decreased tax rate means less tax dollars paid for by each property.

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Commercial Property Valuation	City Taxes Collected
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1,500,000	\$ 10,692
3,000,000	\$ 21,384
4,500,000	\$ 32,076
6,000,000	\$ 42,768
10,000,000	\$ 71,280
15,000,000	\$ 106,920
20,000,000	\$ 142,560

The value likely to occur on this tax forfeiture property is in the \$4,500,000 range.

**ACTION:**

Discuss and provide direction to City Staff on how to move forward with the training facility which includes the tax forfeiture land.

**ATTACHMENT(S):**

Tax Forfeiture with No Grant Pro-Forma  
Tax Forfeiture with Grant Pro-Forma  
Other Property with No Grant Pro-Forma  
Other Property with Grant Pro-Forma

Tax Forfeiture Property Background Facts

Land Acquisition Costs	-
Build of Facility	2,500,000
Fund 410 Capital Facility Dollars	(750,000)
Total Bond Dollars Needed	<u>1,750,000</u>
Grant Dollars Received	-
Principal	1,750,000 dollars
Term	15 years
Interest Rate	5.50%

Cash Flow Statement for Fire Training Facility (No Grant Dollars, Rounded to Nearest Dollar)

Year	1	2	3	4	5	6	7	
Rental Rate	250.00	250.00	250.00	275.00	275.00	275.00	280.00	
Training Officer Rate	80.00	80.00	80.00	90.00	90.00	90.00	90.00	
Hours of Use	450	500	600	750	900	1000	1000	
Total Rental Revenue	<u>148,500.00</u>	<u>165,000.00</u>	<u>198,000.00</u>	<u>273,750.00</u>	<u>328,500.00</u>	<u>365,000.00</u>	<u>370,000.00</u>	
Reduced Expenses With Training Facility	\$ 18,500.00	\$ 19,055.00	\$ 19,627.00	\$ 20,216.00	\$ 20,822.00	\$ 21,447.00	\$ 22,090.00	3% Inflationary Increase Used on Average
Total Revenue	<u><u>167,000.00</u></u>	<u><u>184,055.00</u></u>	<u><u>217,627.00</u></u>	<u><u>293,966.00</u></u>	<u><u>349,322.00</u></u>	<u><u>386,447.00</u></u>	<u><u>392,090.00</u></u>	
Wages and Benefits	27,000.00	30,000.00	36,000.00	52,500.00	63,000.00	70,000.00	70,000.00	Rate of Training Officer - \$20 multiplied by hours of use.
Equipment	5,000.00	5,400.00	5,832.00	6,299.00	6,803.00	7,347.00	7,935.00	3% Inflationary Change and 5% increase for new equipment needed
Utilities	10,000.00	11,300.00	12,769.00	14,429.00	16,305.00	18,425.00	20,820.00	3% Inflationary Change and 10% Increase in Volume
Building Improvements and Repairs	10,000.00	10,800.00	11,664.00	12,597.00	13,605.00	14,693.00	15,868.00	3% Inflationary Change and 5% increase for new repairs
Operating Expenses	<u>\$ 52,000.00</u>	<u>\$ 57,500.00</u>	<u>\$ 66,265.00</u>	<u>\$ 85,825.00</u>	<u>\$ 99,713.00</u>	<u>\$ 110,465.00</u>	<u>\$ 114,623.00</u>	
Debt Payments	\$174,344.80	\$174,344.80	\$174,344.80	\$174,344.80	\$174,344.80	\$174,344.80	\$174,344.80	
Total Expenses	<u><u>\$ 226,344.80</u></u>	<u><u>\$ 231,844.80</u></u>	<u><u>\$ 240,609.80</u></u>	<u><u>\$ 260,169.80</u></u>	<u><u>\$ 274,057.80</u></u>	<u><u>\$ 284,809.80</u></u>	<u><u>\$ 288,967.80</u></u>	
Total Net Income	<u><u>\$ (59,344.80)</u></u>	<u><u>\$ (47,789.80)</u></u>	<u><u>\$ (22,982.80)</u></u>	<u><u>\$ 33,796.20</u></u>	<u><u>\$ 75,264.20</u></u>	<u><u>\$ 101,637.20</u></u>	<u><u>\$ 103,122.20</u></u>	Total Profit (Loss) After 7 years
								<b>\$ 183,702.43</b>

Year	Total	Interest	Principal
1	\$174,344.80	\$96,250.00	\$78,094.80
2	\$174,344.80	\$91,954.79	\$82,390.01
3	\$174,344.80	\$87,423.34	\$86,921.46
4	\$174,344.80	\$82,642.66	\$91,702.14
5	\$174,344.80	\$77,599.04	\$96,745.76
6	\$174,344.80	\$72,278.02	\$102,066.77
7	\$174,344.80	\$66,664.35	\$107,680.45
8	\$174,344.80	\$60,741.92	\$113,602.87
9	\$174,344.80	\$54,493.77	\$119,851.03
10	\$174,344.80	\$47,901.96	\$126,442.84
11	\$174,344.80	\$40,947.60	\$133,397.19
12	\$174,344.80	\$33,610.76	\$140,734.04
13	\$174,344.80	\$25,870.39	\$148,474.41
14	\$174,344.80	\$17,704.29	\$156,640.50
15	\$174,344.80	\$9,089.07	\$165,255.73
	<u>\$2,615,171.94</u>	<u>\$865,171.94</u>	<u>\$1,750,000.00</u>



## Tax Forfeiture Property Background Facts

Land Acquisition Costs	-
Build of Facility	2,500,000
Fund 410 Capital Facility Dollars	-
Total Bond Dollars Needed	<u>2,500,000</u>
Grant Dollars Received	2,500,000.00

Principal	- dollars
Term	15 years
Interest Rate	5.50%

Cash Flow Statement for Fire Training Facility (Grant Dollars, Rounded to Nearest Dollar)

Year	1	2	3	4	5	6	7
Rental Rate	250.00	250.00	250.00	275.00	275.00	275.00	280.00
Training Officer Rate	80.00	80.00	80.00	90.00	90.00	90.00	90.00
Hours of Use	450	500	600	750	900	1000	1000
Total Rental Revenue	148,500.00	165,000.00	198,000.00	273,750.00	328,500.00	365,000.00	370,000.00

Reduced Expenses With Training Facility	\$ 18,500.00	\$ 19,055.00	\$ 19,627.00	\$ 20,216.00	\$ 20,822.00	\$ 21,447.00	\$ 22,090.00	3% Inflationary Increase Used on Average
Total Revenue	<u>167,000.00</u>	<u>184,055.00</u>	<u>217,627.00</u>	<u>293,966.00</u>	<u>349,322.00</u>	<u>386,447.00</u>	<u>392,090.00</u>	

Year	Total	Interest	Principal
1	\$0.00	\$0.00	\$0.00
2	\$0.00	\$0.00	\$0.00
3	\$0.00	\$0.00	\$0.00
4	\$0.00	\$0.00	\$0.00
5	\$0.00	\$0.00	\$0.00
6	\$0.00	\$0.00	\$0.00
7	\$0.00	\$0.00	\$0.00
8	\$0.00	\$0.00	\$0.00
9	\$0.00	\$0.00	\$0.00
10	\$0.00	\$0.00	\$0.00
11	\$0.00	\$0.00	\$0.00
12	\$0.00	\$0.00	\$0.00
13	\$0.00	\$0.00	\$0.00
14	\$0.00	\$0.00	\$0.00
15	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00

	Wages and Benefits	27,000.00	30,000.00	36,000.00	52,500.00	63,000.00	70,000.00	70,000.00	Rate of Training Officer - \$20 multiplied by hours of use.
	Equipment	5,000.00	5,400.00	5,832.00	6,299.00	6,803.00	7,347.00	7,935.00	3% Inflationary Change and 5% increase for new equipment needed
	Utilities	10,000.00	11,300.00	12,769.00	14,429.00	16,305.00	18,425.00	20,820.00	3% Inflationary Change and 10% Increase in Volume
Building Improvements and Repairs	10,000.00	10,800.00	11,664.00	12,597.00	13,605.00	14,693.00	15,868.00		3% Inflationary Change and 5% increase for new repairs
	Operating Expenses	\$ 52,000.00	\$ 57,500.00	\$ 66,265.00	\$ 85,825.00	\$ 99,713.00	\$ 110,465.00	\$ 114,623.00	
	Debt Payments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	Total Expenses	\$ 52,000.00	\$ 57,500.00	\$ 66,265.00	\$ 85,825.00	\$ 99,713.00	\$ 110,465.00	\$ 114,623.00	
	Total Net Income	\$115,000.00	\$126,555.00	\$151,362.00	\$208,141.00	\$249,609.00	\$275,982.00	\$277,467.00	Total Profit (Loss) After 7 years \$ 1,404,116.00

Total Profit (Loss) After 7 years

Other Property Background Facts

Land Acquisition Costs	1,000,000
Build of Facility	2,500,000
Fund 410 Capital Facility Dollars	(750,000)
Total Bond Dollars Needed	2,750,000
Grant Dollars Received	-

Principal	2,750,000 dollars
Term	15 years
Interest Rate	5.50%

Cash Flow Statement for Fire Training Facility (No Grant Dollars, Rounded to Nearest Dollar)

Year	1	2	3	4	5	6	7
Rental Rate	250.00	250.00	250.00	275.00	275.00	275.00	280.00
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Total Revenue	167,000.00	184,055.00	217,627.00	293,966.00	349,322.00	386,447.00	392,090.00

Year	Total	Interest	Principal
1	\$273,970.39	\$151,250.00	\$122,720.39
2	\$273,970.39	\$144,500.38	\$129,470.02
3	\$273,970.39	\$137,379.53	\$136,590.87
4	\$273,970.39	\$129,867.03	\$144,103.36
5	\$273,970.39	\$121,941.34	\$152,029.05
6	\$273,970.39	\$113,579.75	\$160,390.65
7	\$273,970.39	\$104,758.26	\$169,212.13
8	\$273,970.39	\$95,451.59	\$178,518.80
9	\$273,970.39	\$85,633.06	\$188,337.33
10	\$273,970.39	\$75,274.51	\$198,695.89
11	\$273,970.39	\$64,346.23	\$209,624.16
12	\$273,970.39	\$52,816.90	\$221,153.49
13	\$273,970.39	\$40,653.46	\$233,316.93
14	\$273,970.39	\$27,821.03	\$246,149.36
15	\$273,970.39	\$14,282.82	\$259,687.58
	\$4,109,555.90	\$1,359,555.90	\$2,750,000.00

Wages and Benefits	27,000.00	30,000.00	36,000.00	52,500.00	63,000.00	70,000.00	70,000.00
Equipment	5,000.00	5,400.00	5,832.00	6,299.00	6,803.00	7,347.00	7,935.00
Utilities	10,000.00	11,300.00	12,769.00	14,429.00	16,305.00	18,425.00	20,820.00
Building Improvements and Repairs	10,000.00	10,800.00	11,664.00	12,597.00	13,605.00	14,693.00	15,868.00
Operating Expenses	\$ 52,000.00	\$ 57,500.00	\$ 66,265.00	\$ 85,825.00	\$ 99,713.00	\$ 110,465.00	\$ 114,623.00
Debt Payments	\$273,970.39	\$273,970.39	\$273,970.39	\$273,970.39	\$273,970.39	\$273,970.39	\$273,970.39
Total Expenses	\$ 325,970.39	\$ 331,470.39	\$ 340,235.39	\$ 359,795.39	\$ 373,683.39	\$ 384,435.39	\$ 388,593.39
Total Net Income	\$ (158,970.39)	\$ (147,415.39)	\$ (122,608.39)	\$ (65,829.39)	\$ (24,361.39)	\$ 2,011.61	\$ 3,496.61

Rate of Training Officer - \$20 multiplied by hours of use.  
3% Inflationary Change and 5% increase for new equipment needed  
3% Inflationary Change and 10% Increase in Volume  
3% Inflationary Change and 5% increase for new repairs

Total Profit (Loss) After 7 years  
\$ (513,676.75)

### Other Property Background Facts

Land Acquisition Costs	1,000,000
Build of Facility	2,500,000
Fund 410 Capital Facility Dollars	(750,000)
Total Bond Dollars Needed	<u>2,750,000</u>
Grant Dollars Received	2,500,000.00

Principal	250,000 dollars
Term	15 years
Interest Rate	5.50%

Cash Flow Statement for Fire Training Facility (Grant Dollars, Rounded to Nearest Dollar)

Year	1	2	3	4	5	6	7
Rental Rate	250.00	250.00	250.00	275.00	275.00	275.00	280.00
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Total Rental Revenue	148,500.00	165,000.00	198,000.00	273,750.00	328,500.00	365,000.00	370,000.00
Less With Training Facility	\$ 18,500.00	\$ 19,055.00	\$ 19,627.00	\$ 20,216.00	\$ 20,822.00	\$ 21,447.00	\$ 22,090.00
Total Revenue	167,000.00	184,055.00	217,627.00	293,966.00	349,322.00	386,447.00	392,090.00

Reduced Expenses With Training Facility	\$ 18,500.00	\$ 19,055.00	\$ 19,627.00	\$ 20,216.00	\$ 20,822.00	\$ 21,447.00	\$ 22,090.00	3% Inflationary Increase Used on Average
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Total Revenue	167,000.00	184,055.00	217,627.00	293,966.00	349,322.00	386,447.00	392,090.00
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Year	Total	Interest	Principal
1	\$24,906.40	\$13,750.00	\$11,156.40
2	\$24,906.40	\$13,136.40	\$11,770.00
3	\$24,906.40	\$12,489.05	\$12,417.35
4	\$24,906.40	\$11,806.09	\$13,100.31
5	\$24,906.40	\$11,085.58	\$13,820.82
6	\$24,906.40	\$10,325.43	\$14,580.97
7	\$24,906.40	\$9,523.48	\$15,382.92
8	\$24,906.40	\$8,677.42	\$16,228.98
9	\$24,906.40	\$7,784.82	\$17,121.58
10	\$24,906.40	\$6,843.14	\$18,063.26
11	\$24,906.40	\$5,849.66	\$19,056.74
12	\$24,906.40	\$4,801.54	\$20,104.86
13	\$24,906.40	\$3,695.77	\$21,210.63
14	\$24,906.40	\$2,529.18	\$22,377.21
15	\$24,906.40	\$1,298.44	\$23,607.96
	<b>\$373,595.99</b>	<b>\$123,595.99</b>	<b>\$250,000.00</b>

	Wages and Benefits	27,000.00	30,000.00	36,000.00	52,500.00	63,000.00	70,000.00	70,000.00	Rate of Training Officer - \$20 multiplied by hours of use.
	Equipment	5,000.00	5,400.00	5,832.00	6,299.00	6,803.00	7,347.00	7,935.00	3% Inflationary Change and 5% increase for new equipment needed
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	Operating Expenses	\$ 52,000.00	\$ 57,500.00	\$ 66,265.00	\$ 85,825.00	\$ 99,713.00	\$ 110,465.00	\$ 114,623.00	
	Debt Payments	\$24,906.40	\$24,906.40	\$24,906.40	\$24,906.40	\$24,906.40	\$24,906.40	\$24,906.40	
	Total Expenses	\$ 76,906.40	\$ 82,406.40	\$ 91,171.40	\$ 110,731.40	\$ 124,619.40	\$ 135,371.40	\$ 139,529.40	
	Total Net Income	\$ 90,093.60	\$ 101,648.60	\$ 126,455.60	\$ 183,234.60	\$ 224,702.60	\$ 251,075.60	\$ 252,560.60	Total Profit (Loss) After 7 years \$ 1,229,771.20

Total Profit (Loss) After 7 years

\$ 1,229,771.20

**ITEM:**

Future Park Dollars Discussion

**PREPARED BY:**

Zach Doud, City Administrator

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

Discussion on future spending of Park Dedication Dollars

**BACKGROUND:**

Overall the City Council has not given direction for a while on where and how to spend future Park Dedication Dollars. What is meant by direction, is where to put the focus of the dollars that the City receives for Park Dedication Dollars from new construction. These dollars are received from new construction and placed in a fund for future spending on new park items within the City parks. This is known as a fee in lieu as developers are also able to give land instead of this fee for the use of a park within a new development. This land is typically within a residential development but can be outside of a residential development if that land owner and/or developer would like to sell or give the land to the City for park land to be used in the future.

With lots of new construction, City staff and Council have been trying to keep up with the new construction by utilizing the 2040 Comprehensive Plan for where park land is needed and where dollars are needed as that fee in lieu of land. Now that construction has slowed and city staff is able to keep up with the current demand for new homes and new businesses, this is a good time to reassess on where dollars are spent and how they are spent as we get future dollars from new construction.

This is an informal discussion overall about how future Park Dedication Dollars are spent and what the Council would like to see as far as where those dollars are spent (Neighborhood vs. Community vs. Premier). This direction will be used when updating the Long Term Plan for 2025 and beyond, which in turn will be reviewed by Council again and accepted eventually as the direction document for how these dollars are spent specific to the Park Dedication Fund.

**ACTION:**

Direction and discussion on where and how to spend future Park Dedication Dollars

**ATTACHMENT(S):**

None

**ITEM:**

Approve AE<sub>2</sub>S to Complete Technical Review of Wellhead Treatment Plant

**PREPARED BY:**

Zach Doud, City Administrator

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

Approve contract with AE<sub>2</sub>S for Technical Review

**BACKGROUND:**

Commissioning has been a common practice of private industry for quite some time but it is fairly new to the world of public (government) industry. The process is fairly simple in nature and involves a second review of plans for any larger project that has lots of intensive steps and is complicated in nature. The Wellhead Treatment Plant is a prime example of this and is why City Staff is looking at having that commissioning being completed (this is called technical review by the Engineering Firm).

This process was brought to light by a Council Member and City Staff agreed that the value added by having a second set of eyes on a project is greater than the amount of dollars needed for that to happen. The ability to review the plans provided by one company is to provide a second way of looking at the operation of the plant to not question the ability of the first company but to take a different look at something so we aren't forgetting or aren't duplicating processes based on one firm's way of doing a process. The age old saying of there is more than one way to skin a cat is how this could be referred to.

AE<sub>2</sub>S is a reputable water engineering firm that has lots of expertise in terms of Wellhead Treatment Plants and they are looking to provide this service of commissioning or technical review for our new Wellhead Treatment Plant that is under construction. Although not ideal timing for the review now, with the halt on the project due to the environmental review, it made sense to do the review now while that halt was in place.

**ACTION:**

Approve Contract with AE<sub>2</sub>S to Complete Technical Review of Wellhead Treatment Plant

**ATTACHMENT(S):**

Contract with AE<sub>2</sub>S



February 28, 2024

City of Dayton  
Zach Doud, City Administrator  
12260 S Diamond Lake Rd  
Dayton, MN 55327

**RE: Letter Agreement between City of Dayton and AE2S**

Dear Mr. Doud,

Advanced Engineering and Environmental Services, LLC (AE2S) proposes to render professional engineering services (Assignment) to City of Dayton (CLIENT).

This Agreement, including Exhibit A, sets forth the terms and conditions under which the CLIENT and AE2S shall be governed regarding the Assignment.

**Scope of Basic Services**

AE2S will perform the following tasks:

- Review Plans and specifications for the filtration plant wells 4 and 5.
- Review the Process design of the proposed WTP that is currently under construction. Review will include:
  1. Review of filter loading rate;
  2. Raw water quality and finished water goals;
  3. Backwash procedure and reclaim tank design;
  4. Chemical feed design and layout; and
  5. Other process related design criteria.
- It is assumed that the design of the wells that are supplying raw water to this WTP are designed appropriately and are not being reviewed as part of this scope.
- Review of the electrical, mechanical, architectural, structural, and civil components is not include and is considered incidental to the overall project review. General comments on these items may be included in the review but only for general consideration. Specific efforts to review these disciplines is not included.
- AE2S will summarize the review efforts in a technical memorandum.

**Additional Services**

Services resulting from significant changes in the general scope, extent, or character of the Assignment are not included as a part of the Scope of Basic Services. If authorized in writing by the CLIENT, AE2S will provide services beyond the scope of this Agreement on an hourly basis in accordance with the Hourly Fee Schedule attached as Exhibit B.

**CLIENT'S Responsibilities**

CLIENT shall do the following in a timely manner, so as not to delay the services of AE2S:

Mr. Doud

**RE: Letter Agreement between City of Dayton and AE2S**

February 28, 2024

Page 2 of 3

1. Designate a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive information, and interpret and define CLIENT's policies and decisions with respect to services for the Assignment.
2. Provide relevant information regarding requirements for the Assignment. AE2S shall be entitled to use and rely upon all information provided by CLIENT or others in performing AE2S's services under this Agreement.
3. Provide access to the relevant site sufficient for AE2S to perform its services under this Agreement.
4. CLIENT shall, so long as AE2S is not in default, promptly pay AE2S for such services as have been performed satisfactorily hereunder in accordance with the fee terms set forth herein.

CLIENT shall bear all costs incident to compliance with its responsibilities pursuant to this section.

#### **Fees**

AE2S shall render services under this Agreement on an hourly basis in accordance with the Hourly Fee Schedule attached as Exhibit B not to exceed \$1,500 without written authorization from CLIENT, plus reimbursement for all project related expenses.

#### **Performance Schedule**

AE2S shall use commercially reasonable efforts to complete Basic Services within a reasonable time period.

#### **Contract Documents**

This Agreement includes the following documents, incorporated herein by reference:

1. Exhibit A - Terms and Conditions;
2. Exhibit B - Hourly Fee and Expense Schedule;

There are no contract documents other than this Agreement and those documents listed above.

If this Agreement sets forth your understanding of our agreement, including the scope of work desired, fees, terms, and conditions, please sign in the space provided and return a copy to AE2S. Thank you for the opportunity to assist in this project and we look forward to working with you.

Sincerely,

Aaron Vollmer  
Aaron Vollmer (Feb 28, 2024 09:04 CST)

Aaron Vollmer



AE2S

CLIENT

Accepted this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_

By: Justin Klabo  
Justin Klabo (Feb 28, 2024 09:09 CST)  
Justin Klabo

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

Name (Print): \_\_\_\_\_

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



## Standard Terms and Conditions

The Agreement is supplemented to include the following terms and conditions:

1. **Standard of Care**
  - a. The standard of care for all professional services performed or furnished by AE2S under this Agreement will be the care and skill ordinarily used by members of AE2S's profession practicing under similar circumstances at the same time and in the same locality. AE2S makes no warranties, express or implied, under this Agreement or otherwise, in connection with AE2S's services.
  - b. CLIENT shall be responsible for, and AE2S may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to AE2S pursuant to this Agreement. AE2S may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
2. **Payments to AE2S**

Invoices will be prepared in accordance with AE2S's standard invoicing practices and will be submitted to CLIENT by AE2S monthly, unless otherwise agreed. Invoices are due and payable within 30 days. If CLIENT fails to make any payment due AE2S for services and expenses within 30 days, the amounts due AE2S will be increased at the rate of 1.75% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, AE2S may, after giving seven days written notice to CLIENT, suspend services under this Agreement until AE2S has been paid in full all amounts due for services, expenses, and other related charges. All payments shall be made in United States Dollars. Engineer's compensation is exclusive of any applicable sales or use taxes imposed by any governmental authority on Engineer's compensation under this Agreement. Owner shall reimburse Engineer for the cost of such sales or use taxes. Engineer's invoices shall state all such applicable sales or use taxes, if any.
3. **Insurance**

AE2S will maintain insurance coverage for Workers' Compensation, Professional Liability, General Liability, and Automobile Liability and will provide certificates of insurance to CLIENT upon request.
4. **Exclusion of Special, Incidental, Indirect, and Consequential Damages**

To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, AE2S and AE2S's officers, directors, partners, employees, agents, and Consultants, or any of them, shall not be liable to CLIENT or anyone claiming by, through, or under CLIENT for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Assignment of this Agreement, from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract or warranties, express or implied, of AE2S or AE2S's officers, directors, partners, employees, agents, or AE2S's Consultants, or any of them.
5. **Limit of Liability**

To the fullest extent permitted by law, notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of AE2S and AE2S's officers, directors, partners, employees, agents, and AE2S's Consultants, and any of them, to CLIENT and anyone claiming by, through, or under CLIENT for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of AE2S or AE2S's officers, directors, partners, employees, agents, or AE2S's Consultants, or any of them, shall not exceed total compensation received by AE2S as part of this Agreement.
6. **Termination of Contract**

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, CLIENT shall pay to AE2S all amounts owing to AE2S under this Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.
7. **Access**

CLIENT shall arrange for safe access to and make all provisions for AE2S and AE2S's Consultants to enter upon public and private property as required for AE2S to perform services under this Agreement.
8. **Hazardous Environmental Conditions**

It is acknowledged by both parties that AE2S's scope of services does not include any services related to a "Hazardous Environmental Condition," i.e. the presence at the site of asbestos, PCBs, petroleum, hazardous waste, or radioactive materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Assignment. In the event AE2S or any other party encounters a Hazardous Environmental Condition, AE2S may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Assignment affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable laws and regulations. CLIENT acknowledges that AE2S is performing professional services for CLIENT and that AE2S is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the site in connection with AE2S's activities under this Agreement.
9. **Patents**

AE2S shall not conduct patent searches in connection with its services under this Agreement and assumes no responsibility for any patent or copyright infringement arising therefrom. Nothing in this Agreement shall be construed as a warranty or representation that anything made, used, or sold arising out of the services performed under this Agreement will be free from infringement of patents or copyrights.
10. **Ownership and Reuse of Documents**

All documents prepared or furnished by AE2S pursuant to this Agreement are instruments of service, and AE2S shall retain an ownership and property interest therein. Reuse of any such documents by CLIENT shall be at CLIENT's sole risk; and CLIENT agrees to indemnify, and hold AE2S harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by CLIENT or by others acting through CLIENT.
11. **Use of Electronic Media**
  - a. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by the AE2S. Files in electronic media format of text, data, graphics, or of other types that are furnished by AE2S to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
  - b. When transferring documents in electronic media format, AE2S makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by AE2S at the beginning of this Assignment.
  - c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. AE2S shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.

12. Contractors

AE2S shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall AE2S have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at a project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. AE2S 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 between CLIENT and such contractor. AE2S shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except AE2S's own employees) at a project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by AE2S.

13. Force Majeure

AE2S shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond AE2S's reasonable control.

14. No Third Party Beneficiaries

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and AE2S and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or AE2S. AE2S's services under this Agreement are being performed solely for CLIENT's benefit, and no other entity shall have any claim against AE2S because of this Agreement or the performance or nonperformance of services hereunder.

15. Assignment

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

16. Binding Effect

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

17. Severability and Waiver of Provisions

Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and AE2S, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

18. Survival

All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

19. Headings

The headings used in this Agreement are for general reference only and do not have special significance.

20. Controlling Law

This Agreement is to be governed by the law of the State of Minnesota without regard to its conflicts of laws principles.

21. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address shown herein and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

22. Executed in Counterparts

This Agreement may be executed in counterparts, each of which together will constitute one and the same instrument. Delivery of an executed counterpart of this Agreement shall constitute effective delivery of this Agreement. Each party agrees that the delivery of the Agreement by facsimile or electronic mail shall have the same force and effect as delivery of original signature and that each party may use such facsimile or electronic mail signatures as evidence of the execution and delivery of the Agreement by the parties to the same extent that an original signature could be used.

This is EXHIBIT B, consisting of 2 pages, referred to in and part of the Agreement between CLIENT and AE2S dated February 28, 2024.

### Hourly Fee and Expense Schedule

Reimbursable Expenses and Standard Hourly rates in effect on the date of the Agreement are set forth below. Rates are subject to annual adjustment effective January 1.

#### Labor Rates\*

Administrative 1	\$67.00	I&C Assistant 1	\$104.00
Administrative 2	\$82.00	I&C Assistant 2	\$129.00
Administrative 3	\$99.00	I&C 1	\$154.00
		I&C 2	\$182.00
Communications Specialist 1	\$109.00	I&C 3	\$205.00
Communications Specialist 2	\$127.00	I&C 4	\$218.00
Communications Specialist 3	\$146.00	I&C 5	\$228.00
Communications Specialist 4	\$176.00		
Communications Specialist 5	\$194.00	IT 1	\$135.00
		IT 2	\$182.00
Construction Services 1	\$130.00	IT 3	\$223.00
Construction Services 2	\$159.00		
Construction Services 3	\$176.00	Land Surveyor Assistant	\$99.00
Construction Services 4	\$195.00	Land Surveyor 1	\$119.00
Construction Services 5	\$216.00	Land Surveyor 2	\$144.00
		Land Surveyor 3	\$163.00
Engineering Assistant 1	\$88.00	Land Surveyor 4	\$179.00
Engineering Assistant 2	\$103.00	Land Surveyor 5	\$197.00
Engineering Assistant 3	\$130.00		
Engineer 1	\$140.00	Operations Specialist 1	\$104.00
Engineer 2	\$168.00	Operations Specialist 2	\$130.00
Engineer 3	\$197.00	Operations Specialist 3	\$161.00
Engineer 4	\$228.00	Operations Specialist 4	\$184.00
Engineer 5	\$244.00	Operations Specialist 5	\$206.00
Engineering Technician 1	\$87.00	Project Coordinator 1	\$120.00
Engineering Technician 2	\$109.00	Project Coordinator 2	\$135.00
Engineering Technician 3	\$131.00	Project Coordinator 3	\$150.00
Engineering Technician 4	\$146.00	Project Coordinator 4	\$166.00
Engineering Technician 5	\$167.00	Project Coordinator 5	\$187.00
Financial Analyst 1	\$116.00	Project Manager 1	\$213.00
Financial Analyst 2	\$132.00	Project Manager 2	\$233.00
Financial Analyst 3	\$159.00	Project Manager 3	\$249.00
Financial Analyst 4	\$173.00	Project Manager 4	\$264.00
Financial Analyst 5	\$193.00	Project Manager 5	\$282.00
		Project Manager 6	\$295.00
GIS Specialist 1	\$109.00		
GIS Specialist 2	\$132.00	Sr. Designer 1	\$185.00
GIS Specialist 3	\$156.00	Sr. Designer 2	\$205.00
GIS Specialist 4	\$174.00	Sr. Designer 3	\$220.00
GIS Specialist 5	\$194.00		
		Sr. Financial Analyst 1	\$218.00
		Sr. Financial Analyst 2	\$239.00
		Sr. Financial Analyst 3	\$259.00
		Technical Expert 1	\$335.00
		Technical Expert 2	Negotiable

**Reimbursable Expense Rates**

Transportation	\$0.75/mile
Survey Vehicle	\$0.95/mile
Laser Printouts/Photocopies	\$0.30/copy
Plotter Printouts	\$1.00/s.f.
UAS - Photo/Video Grade	\$100.00/day
UAS – Survey	\$50.00/day
Total Station – Robotic	\$35.00/hour
Mapping GPS	\$25.00/hour
Fast Static/RTK GPS	\$50.00/hour
All-Terrain Vehicle/Boat	\$100.00/day
Cellular Modem	\$75.00/month
Web Hosting	\$26.00/month
Legal Services Reimbursement	\$280.00/hour
Outside Services	cost * 1.15
Geotechnical Services	cost * 1.30
Out of Pocket Expenses	cost * 1.15
Rental Car	cost * 1.20
Project Specific Equipment	Negotiable

\* Position titles are for labor rate grade purposes only.

These rates are subject to adjustment each year on January 1.

**PRESENTER:** Marty Farrell

**ITEM:** Approval of Allied Blacktop Company low bid to provide Spring and Fall street sweeping services

**PREPARED BY:** Marty Farrell

**POLICY DECISION / ACTION TO BE CONSIDERED:** Approval of proposal from Allied Blacktop Company for Spring and Fall Street sweeping for \$115.00 per hour per broom.

**BACKGROUND:** It is critical that the City maintains its street sweeping program to protect the storm water systems. It is also required by the Storm Water Pollution Prevention Program (SWPPP) as part of their annual tracking document

**CRITICAL ISSUES:**

- SWPPP compliance

**BUDGET IMPACT:** Cost included in the streets budget for 2024

**RECOMMENDATION:** Approve the street sweeping proposal from Allied Blacktop Company for \$115.00 per hour.

**ATTACHMENT(S):** Proposal from Allied Blacktop & Pearson Bros., Inc.



10503 - 89th Avenue North  
Maple Grove, MN 55369  
www.alliedblacktopmn.com

Matt Dolecki  
Phone: 763-425-0575  
Cell: 612-834-0167  
Email: M.dolecki@alliedblacktopmn.com

## Proposal

Company Name: City of Dayton  
Billing Address: 12260 South Diamond Lake Rd  
Dayton, MN 55327  
Contact Person: Kelsey Montgomery  
Phone: 763-427-3224  
Email: [kmontgomery@cityofdaytonmn.com](mailto:kmontgomery@cityofdaytonmn.com)

Date: February 14, 2024  
Project Name: 2024 Spring/Fall Sweeping

Project Contact Person: Martin Farrell  
Phone: (612)751-8847  
Email: [mfarrell@cityofdaytonmn.com](mailto:mfarrell@cityofdaytonmn.com)

We hereby submit specifications and quotations for the following:

Description of Work to be Performed	Unit	Qty.	Unit Price	Price	INT
Sweeping	HR	1	\$115.00	\$115.00	
Elgin Pelican(Pick up style broom) Price quoted is hourly rate for each sweeper provided for sweeping. City to provide water and all necessary trucking. City responsible for proper disposal of sweepings.					

Exclusions: Bonds, permits, fees, surveying, engineering, testing, rail road insurance, special insurance, site specific training for employees, landscaping, irrigation, watering of sod, soil corrections, dewatering, traffic control, utility or structural sheeting, shoring, underpinning, buried debris, rock excavation, stone V base materials, drain tile, footing insulation or waterproofing, separation fabrics, vapor barriers, drainage layers, hazardous materials, removal of contaminated soils, haul road construction, erosion control, site restoration, gas, mechanical, or electrical excavation, site fencing, locating private utilities, private utility repairs, winter or cold weather conditions, night or weekend work, winter conditions.

**Note: See Allied Inc. Warranty Terms, Qualifications, and Construction Specifications.**

**Note: Contracted prices are subject to re-pricing if the WTI oil pricing exceeds \$125/Barrel at time of delivery**

We propose to furnish material and labor, complete in accordance with the above specifications, for the total lump sum of:

<b>TOTAL ALL:</b>	<b>See Above</b>
ADD 1% Bonding if Necessary	

Payment terms are net 30 days. Payment terms for chip seal applications are 90% due net 30 days, balance due upon completion of sweeping.  
Allied Blacktop Co. accepts credit card payments, but a 4% service charge will be applied to these transactions.

Note: This proposal may be withdrawn if not accepted within 15 days. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, weather or other delays beyond our control.  
Allied Inc. to carry proper insurance including Workers Compensation.

Authorized Signature: \_\_\_\_\_

*Matt Dolecki*  
Matt Dolecki

**Acceptance of Proposal:** The above prices, specifications, conditions, and attached warranty qualifications are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_



**PROPOSAL FOR 2024 STREET SWEEPING**

**11079 LAMONT AVE. NE HANOVER, MN 55341 PHONE: (736)391-6622 FAX: (736)391-6627**

**DATE SUBMITTED: 02/21/2024**

WE HEREBY SUBMIT THE FOLLOWING ITEMS FOR BID:

TOTAL      \$135.00 PER HOUR PER BROOM

CITY OF DAYTON

ATT: KELSEY MONTGOMERY

EMAIL: KMONTGOMERY@CITYOFDAYTONMN.COM

**LOOKING FOR THE FOLLOWING INFORMATION:**

NUMBER OF BROOMS:

ESTIMATED START DATE: \_\_\_\_\_ ESTIMATED NUMBERS OF DAYS: \_\_\_\_\_

WORK HOURS:

WATER AVAILABILTY:

LOCATION/ADDRESS TO MEET:

ONSITE FOREMAN- CONTACT WITH CELL NUMBER:

DISPOSAL OF SWEEPING AND TRUCK PROVIDED BY:

**PRESENTER:** Marty Farrell

**ITEM:** Dust control application for all City gravel roads.

**PREPARED BY:** Marty Farrell

**POLICY DECISION / ACTION TO BE CONSIDERED:** Accepting low quote of \$1.18 per gallon from Quality Propane for application of Magnesium Chloride dust control to 5.5 miles of City gravel roads.

**BACKGROUND:** The City Council decided that it would be beneficial to treat all of the Cities gravel roads with dust control. This will cut gravel costs and improve the longevity of the driving surface. The Dust Control will not be applied to roads that are in the process of being paved.

**CRITICAL ISSUES:** N/A

**BUDGET IMPACT:** Funded from the street maintenance and repair budget.

**RECOMMENDATION:** Approve quote from Quality Propane.

**ATTACHMENT(S):** Two proposals from Quality Propane and Envirotech



# QUALITY PROPANE INC.

12650 Zenith Ave S. Burnsville MN. 55337

PHONE (612) 788-6906

February 13, 2024

City of Dayton  
Kelsey Montgomery  
[kmontgomery@cityofdaytonmn.com](mailto:kmontgomery@cityofdaytonmn.com)  
13700 Zanzibar Lane N  
Dayton, MN 55327

RE: Dust Control

On behalf of Quality Propane, I am pleased to present this proposal for your consideration for the 2024 season.

Quality Propane will apply Magnesium Chloride to approximately 5 ½ miles of roads within the City of Dayton as directed at a .3 rate. Quality Propane will charge the City of Dayton at a rate of \$1.18 per gallon applied. The City of Dayton must provide all necessary tax-exempt certificates as required by the State of Minnesota or an additional .056375 cents per gallon charge will apply.

A 4% Fuel Surcharge will be applied for all work performed.

Should you have any questions, please feel free to contact me at (612) 788-6906. Thank you for the opportunity to service your dust control needs. We very much look forward to taking care of you this year!

Rob Miller  
[www.qualitypropanemn.com](http://www.qualitypropanemn.com)  
[rob@qualitypropanemn.com](mailto:rob@qualitypropanemn.com)  
12650 Zenith Ave  
Burnsville MN. 55337  
612-788-6906 phone



PO Box 5512 • Denver, CO 80217  
 For Inquiries:  
 West Region • 509-936-7102  
 Rocky Mtn Region • 800-577-5346  
 Midwest Region • 800-881-5848  
 ESI East • 877-664-3401

**Quotation**

Quotation Date:	Date Printed:	Expiration Date:
2/21/24	2/21/24	10/31/24
Quotation Number:	Revision No:	Customer Number:
S5451	1	14160
Your Reference:		Our Reference:
		Rodney Havard

Delivery Address:  
 City of Dayton  
 City Shop  
 16470 South Diamond Lake Road  
 Dayton MN 55327

Document Address:  
 City of Dayton  
 12260 South Diamond Lake Road  
 Dayton MN 55327

Product Application  
 Length in Feet:  
 Width in Feet:  
 Rate in Gallons:

Wanted Delivery Date:

Payment Terms:  
 30 Days Net  
 Label Note:  
 Calcium Quote

Water Application  
 EnviroTech: N  
 Rate:  
 Gallons Required:

Del	Description	Qty	Unit	Price/Unit	Disc. %	Net Amount	Gross Amount
1	Calcium Chloride 38% - Applied	4,300	gal	1.56	0.00%	6,708.00	6,708.00
2	DuraBlend® - Applied	4,300	gal	1.78	0.00%	7,654.00	7,654.00

**Net Total: 14,362.00**

**Gross Total 14,362.00**

**ITEM:**

Approval of Permanent Easement for Three Rivers Park District (TRPD)

**PREPARED BY:**

Zach Doud, City Administrator

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

Approve the Permanent Easement to TRPD

**BACKGROUND:**

Three Rivers Park District would like to have the City of Dayton convey a permanent easement to them for the trail that runs through Elsie Stephens Parks southeast to Cloquet Overlook Park. This was agreed to back in 2018 with a Trailway Cooperative Agreement for the West Mississippi Regional Trail.

Three Rivers will transfer the ownership and maintenance of the trail through this section of properties owned by the City of Dayton. TRPD will then have the responsibility of the trailway into the future for their users.

**ACTION:**

Approval of Permanent Easement to TRPD

**ATTACHMENT(S):**

Public Trailway Permanent Easement

## **PUBLIC TRAILWAY PERPETUAL EASEMENT**

This Public Trailway Easement ("Easement"), made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by the City of Dayton, a Minnesota municipal corporation ("Grantor") to Three Rivers Park District, a political subdivision of the State of Minnesota, Hennepin County, Minnesota ("Grantee").

### **RECITALS**

**WHEREAS**, Grantor and Grantee entered into a Trailway Cooperative Agreement ("Agreement") for West Mississippi River Regional Trail ("Trail") dated as of October 18, 2018; and

**WHEREAS**, pursuant to the Agreement, Grantor agreed to convey to Grantee an Easement as further described herein and Grantee agreed to accept Easement according to the terms and conditions contained herein; and

**WHEREAS**, Grantor is the fee owner of certain real property in Hennepin County, Minnesota, legally described on the attached Exhibit A ("Easement Area"); and

**WHEREAS**, said Easement provided by the Grantor does not convey ownership of lands within the Easement Areas to the Grantee.

**NOW THEREFORE**, in consideration of mutual covenants contained within the Agreement referenced above, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Grantor agrees to as follows:

### **TERMS OF PERPETUAL EASEMENT AND PERMANENT AND IRREVOCABLE PERMIT**

- 1.) Grant of Easement. Grantor grants and conveys to the Grantee the Easement legally described and depicted on the attached Exhibit A. The Easement shall be perpetual, shall run with the land, shall be binding upon Grantor and its successors and assigns and shall be for the benefit of Grantee and its successors and assigns. The Easement shall be non-exclusive; provided, however, this Easement shall be prior to and superior to any other easement hereinafter granted. Any future easement shall be subject to and subordinate to, and shall not interfere with, the Easement without the consent, in writing, of Grantee.
- 2.) Scope of Easement. The perpetual non-exclusive Easement granted herein includes the right of the Grantee, its contractor, agents, and employees to locate, install, construct, reconstruct, operate, maintain, inspect, alter and repair within the described Easement Areas any of the following facilities and amenities: public sidewalk or trail, trail signage, informational kiosks, benches, bike racks, fences, trail bridges/tunnels, and any other trail related structure.
- 3.) Trail Use and Purposes. This Easement is for public trailway purposes only. The Trail shall be open to the general public, and be used exclusively for outdoor recreation and commuting including but not limited to walking, jogging, skating, biking, and uses allowed under State and Federal law including, but not limited to, other personal driven mobility devices (OPDMD's) and electric personal assistive devices. In addition, motor vehicles used for maintenance, law enforcement or other public uses will be permitted within the Easement Areas.

- 4.) Loss of Property Rights. Grantor warrants that it will defend and indemnify Grantee against any loss, expense, or interruption to the contiguity of the Trail, and, further shall, at its own expense, take all necessary action, including, but not limited to, the use of eminent domain to secure a continuous and contiguous trail corridor. These obligations of Grantor may be specifically enforced by Grantee and further all costs of such enforcement, including reasonable attorney's fees, shall be paid by Grantor.
- 5.) Property Rights and Execution Authority. The Grantor warrants that it 1) owns good and marketable title to the Easement Area, 2) has the right, title and capacity to convey the Easement to Grantee, and 3) that the undersigned is authorized to execute this Easement.
- 6.) Environmental Matters. Grantor shall provide Grantee written documentation of any and all previously and/or currently present hazardous materials, pollutants, or other containments within the Easement Areas known to the Grantor. Grantee shall not be responsible for any costs, expenses, damages, obligations, including penalties and reasonable attorney's fees, or losses resulting from any claims, actions, suits or proceedings based upon the release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the Easement Areas prior to the date of this instrument.
- 7.) Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on the Grantor, its successors and assigns.

**In witness whereof,** the said parties have caused this instrument to be executed on the date and year first written above.

CITY \_\_\_\_\_

\_\_\_\_\_  
Its Mayor

\_\_\_\_\_  
Its City Manager

State of Minnesota    )  
                                  ) S.S.  
County of Hennepin    )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ and \_\_\_\_\_, the Mayor and City Manager, respectively of the City of \_\_\_\_\_, a Minnesota municipal corporation, Grantor.

\_\_\_\_\_  
Notary Public

Notary Stamp or Seal

This instrument drafted by:  
Three Rivers Park District | 3000 Xenium Lane North | Plymouth, MN 55441

**EXHIBIT A  
PUBLIC TRAILWAY EASEMENT  
LEGAL DESCRIPTION**

See Following Page.

# W. Mississippi River Regional Trail

## Elsie Stephens Park

Sheet 1 of 1



A 20.00 foot Easement for Trailway purposes over, under and across the following described parcels:

**PARCEL 1**

Government Lot 1, Section 9, Township 120, Range 22 except that part thereof lying Southerly of the Northeasterly right of way of Hennepin County State Aid Highway No. 12, Plat 23 ALSO all That part of Government Lot 3, Section 10, Township 120 Range 22 lying Northerly and Northeasterly of the Northeasterly right of way line of Hennepin County State Aid Highway No. 12, Plat 23 and Lying northerly of a line drawn Northeasterly at a right angle to said Northeasterly line from a point on said Northeasterly line distant 180.00 feet southeasterly of its intersection with the West line of said Government Lot 3

**PARCEL 3**

That part of Government Lot 3, Section 10, Township 120 Range 22 lying Northeasterly of the Northeasterly right of way line of Hennepin County State Aid Highway No. 12, Plat 23 and Lying southeasterly of a line described as follows: Commencing at the Southwest corner of said government Lot 3, thence northerly, along the west line of said Government Lot 3, a distance of 516.07 feet to the beginning of the line to be described, thence northeasterly, deflecting to the right 67°36'02" to the Southwesterly shoreline of the Mississippi River, and said line there terminating.

The centerline of said easement being described as follows:  
Commencing at the East Quarter Corner of Section 9, Township 120, Range 22, Hennepin County, Minnesota, thence on an assumed bearing of North 00°28' 01" West, along the East line of said Section 9, for a distance of 180.00', thence North, 89° 32' 01" East for a distance of 1,270.33 feet to the point of beginning of the centerline to be described; thence North 69° 37' 20" East for a distance of 81.54', thence northerly along a tangential curve concave to the West having a radius of 54.58' and a central angle of 81° 24' 46" for a distance of 77.56', thence North 11° 47' 26" West for a distance of 116.13', thence North 10° 41' 38" West for a distance of 93.94', thence northerly along a tangential curve concave to the West having a radius of 973.04' and a central angle of 3° 36' 7" for a distance of 61.17', thence North 14° 17' 45" West for a distance of 34.28', thence Northerly along a tangential curve concave to the West having a radius of 1,251.17' and a central angle of 15° 03' 54" for a distance of 328.98', thence North 29° 21' 39" West for a distance of 25.92', thence North 41° 35' 01" West for a distance of 44.20', thence Westerly along a tangential curve concave to the South and having a radius of 103.86' and a central angle of 76° 53' 15" for a distance of 139.37', thence South 61° 31' 44" West for a distance of 3.38', thence Northerly along a tangential curve concave to the Northeast having a radius of 15.37' and a central angle of 130° 40' 13" for a distance of 35.05', thence North 12° 11' 57" East for a distance of 6.18' thence Northerly along a tangential curve concave to the West and having a radius of 79.56' and a central angle of 77° 22' 59" for a distance of 107.45', thence North 65° 11' 02" West for a distance of 30.44', thence northerly along a tangential curve concave to the Northeast and having a radius of 54.89' and a central angle of 35° 34' 47" for a distance if 34.08', thence North 29° 36' 15" West for a distance of 63.13', thence North 39° 41' 14" West for a distance of 43.96', thence Westerly along a tangential curve concave to the southwest and having a radius of 91.57' and a central angle of 41° 55' 32" for a distance of 67.00', thence North 81° 36' 46" West for a distance of 39.87', thence Westerly along a tangential curve concave to the Northeast and having a radius of 97.66' and a central angle of 31° 08' 08" for a distance of 53.07', thence North 50° 28' 38" West for a distance of 114.15', thence Westerly along a tangential curve concave to the Southwest and having a radius of 189.36' and a central angle of 07° 47' 18" for a distance of 25.74', thence North 58° 15' 56" West for a distance of 70.31', thence Northerly along a tangential curve concave to the Northeast and having a radius of 255.86' and a central angle of 20° 56' 36" for a distance of 93.52', thence North 37° 19' 20" West for a distance of 14.04', thence North 40° 08' 51" West for a distance of 16.69', thence westerly along a tangential curve concave to the Southwest and having a radius of 126.07' and a central angle of 44° 43' 16" for a distance of 98.40', thence North 84° 52' 07" West for a distance of 8.44', thence Westerly along a tangential curve concave to the Northeast and having a radius of 93.82' and a central angle of 44° 06' 45" for a distance of 72.23', thence North 40° 45' 21" West for a distance of 44.10', thence Westerly along a tangential curve concave to the Southwest and having a radius of 96.97' and a central angle of 33° 56' 52" for a distance of 57.46', thence North 74° 42' 14" West for a distance of 27.12', thence Westerly along a tangential curve concave to the Northeast and having a radius of 263.29' and a central angle of 25° 49' 50" for a distance of 118.70', thence North 48° 52' 24" West for a distance of 43.44', thence North 50° 07' 01" West for a distance of 169.22', thence Northerly along a tangential curve concave to the East and having a radius of 255.95' and a central angle of 30° 06' 51" for a distance of 134.52', thence North 20° 00' 11" West for a distance of 27.72', thence Northerly along a tangential curve concave to the West and having a radius of 154.65' and a central angle of 52° 50' 27" for a distance of 142.62', thence North 72° 50' 37" West for a distance of 20.45 feet, thence Westerly along a tangential curve concave to the South and having a Radius of 162.55' and a central angle of 39° 55' 50" for a distance of 113.29', thence South 67° 13' 33" West for a distance of 38.89', thence Westerly along a tangential curve concave to the North and having a radius of 158.06' and a central angle of 51° 14' 29" for a distance of 141.35', thence North 61° 31' 58" West for a distance of 57.21', thence North 59° 40' 43" West for a distance of 56.75', thence Northerly along a tangential curve concave to the Northeast and having a radius of 113.16' and a central angle of 16° 44' 18" for a distance of 33.06', thence North 42° 56' 24" West for a distance of 49.28', thence Westerly along a tangential curve concave to the Southwest and having a radius of 76.83' and a central angle of 17° 05' 09" for a distance of 22.91', thence North 60° 01' 33" West for a distance of 88.39', thence Westerly along a tangential curve concave tot the Northeast and having a radius of 200.00' and a central angle of 06° 23' 23" for a distance of 22.31', thence North 53° 38' 10" West for a distance of 85.48', thence Westerly along a tangential curve concave to the South and having a radius of 200.00' and a central angle of 12° 52' 46" for a distance of 44.96', thence North 66° 30' 56" West for a distance of 52.37', thence Westerly along a tangential curve concave to the Northeast and having a radius of 200.00' and a central angle of 18° 17' 03" for a distance of 63.82', thence North 48° 13' 53" West for a distance of 43.17', thence Westerly along a tangential curve concave to the South and having a radius of 160.87' and a central angle of 35° 50' 15" for a distance of 100.62', thence North 84° 04' 08" West for a distance of 41.70', thence Westerly along a tangential curve concave to the North and having a radius of 200.00' and a central angle of 10° 58' 33" for a length of 38.31', thence North 73° 05' 34" West for a distance of 20.19', thence North 66° 26' 54" West for a distance of 39.46', more or less to the West line of PARCEL 1 and the centerline of said easement there terminating. The sidelines of said easement shall be prolonged or shortened to terminate on the described parcel lines.

COMBINED WITH a 20.00 foot Easement for trailway purposes over, under and across Parcels 1 & 3, the centerline of said easement being described as follows:  
Commencing at the East Quarter Corner of Section 9, Township 120, Range 22, Hennepin County, Minnesota, thence on an assumed bearing of North 00°28' 01" West, along the East line of said Section 9, for a distance of 1676.91' to the North line of HCSAH No. 12, thence North 59°58'12" West along the North line of HCSAH No. 12 for a distance of 461.47 to the point of beginning of the centerline to be described;, Thence North 30° 31' 10" East for a distance of 102.68', thence northerly on a tangential curve concave to the West with a central angle of 20° 09' 22" and a radius of 61.71' for a distance of 21.71', thence North 10° 21° 49° East for a distance of 34.11' and the centerline of said easement there terminating. The sidelines of said easement shall be prolonged or shortened to terminate on the described parcel lines.

