

AGENDA
CITY OF DAYTON, MINNESOTA
12260 S. Diamond Lake Road, Dayton, MN 55327
Tuesday, May 28, 2024

VIEWING OF EXAMPLE LADDER TRUCK - 4:30PM
WORK SESSION ON FIRE ITEMS ON REGULAR AGENDA - 5:00PM
REGULAR MEETING OF THE CITY COUNCIL - 6:30 P.M.

The invite for Zoom for this meeting can be found on the City's website community calendar

- 6:30 **CALL TO ORDER**
- 6:30 **PLEDGE OF ALLEGIANCE**
- 6:35 **APPROVAL OF AGENDA**
- 6:35 **SWEARING IN - 2 FIRE FIGHTERS, SWEARING IN OF LIEUTENANT HENDERSON**
- 6:35 **CONSENT AGENDA** *These routine or previously discussed items are enacted with one motion*
- A. Approval of Council Meeting Minutes of May 14, 2024
 - B. Approval of Payment of Claims for May 28, 2024
 - C. Resolution 24-2024; on Hennepin County Fire Chief
 - D. Approval of Temporary Liquor License and Gambling Permit for August 4th for Church of St. John the Baptist
 - E. Approval of Resolution 26-2024 Municipal Consent for Three Rivers Park District Purchase of PID 10-120-22-43-0003
 - F. Resolution 28-2024; VF13 Cancelling Special Assessments and Reassessing and Resolution 29-2024; Correcting the Legal Description for VF13
 - G. Approval of Liquor License Renewal For:
 - 1 Dayton Bar and Grill
 - 2 Daytona Country Club
 - 3 Sundance Entertainment
 - 4 Dehn's Country Manor
 - 5 Dayton Wine and Spirits
 - 6 Dayton Gas Stop
 - 7 Kwik Trip
 - H. Approval of Assessment Services Agreement - Hennepin County
 - I. Approval of Resolution 22-2024; Accepting Donation from USA Inflatables
 - J. Resolution 23-2024; Accept Donation from Laurel Tree Farm
 - K. Councilmember Henderson Memo RE: Pt Employees on Council
- 6:40 **OPEN FORUM** *Is limited to Three minutes for non-agenda items; state your name and address; No Council Action will be taken and items will be referred back to staff*
- 6:50 **STAFF, CONSULTANT AND COUNCIL UPDATES**
- COUNCIL BUSINESS**
- Public Hearing**
- 7:10 L. Approval of Ordinance 2024-08: Rezoning from B-P Business Park to B-3 General Business District; Approval of Resolution 25-2024 Kwik Trip Preliminary and Final Plat; Approval of CUP of a Motor Fuel Station; Approval of Site Plan for Kwik Trip 1187
- Action Items**
- 7:50 M. Approval of Resolution 27-2024; Revised Final Plat Dayton Fields 4th
- New Business**
- 8:10 N. Morris Leatherman Company Survey
- 8:20 O. Accepting Fire Study from Fitch and Associates
- 8:40 P. Discussion of Fees for Operation Zero Event at Magnus Veterans Foundation
- Action Items**
- 9:00 Q. Approval to Designate PID 31-120-22-13-0010 as Land used for Future Fire Station and Training Facility
- 9:10 R. Approval for Purchase of a Fire Ladder Truck
- 9:20 S. Ordinance 2023-09; Updating Tobacco and Cannabis Use in Public Space
- 9:30 T. Approval of Ordinance 2024-07; Incompatibility of Offices for City Council and PT Employees
- Closed Session**
- 10:00 MN Statutes Section 13D.05 Sub 3 (c) to Discuss Purchase Price and Potential Acquisition of Land
- 10:15 **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.

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

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

ABSENT: Travis Henderson

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

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Doud requested to add item O, Resolution 21-2024; Approving Staff to work with State on Grant Dollars to the end of the agenda.

MOTION: Motion was made by Councilmember Salonek, seconded by Councilmember Trost to approve the agenda items, as amended. Motion carries unanimously.

CONSENT ITEMS:

- A. Approval of the Work Session and Council Meeting Minutes of April 23, 2024
- B. Approval of Payment of Claims for May 14, 2024
- C. Approval of Temporary Liquor License for the Dayton Lions for June 28, 2024 for Elsie Stephens Park
- D. Approval of Temporary Liquor License for the Dayton Lions for September 7, 2024 for Magnus Veterans Foundation
- E. Accept Technical Review of Wellhead Treatment Plant
- F. Approval of Part Time and Seasonal Hire
- G. Letter of Credit Reduction River Hills 7, 8, 9 Addition

Fashant asked for clarification on item E. Fashant wanted to know what the plan is for piloting. Doud explained that piloting is setting up an example of a water treatment plant for testing small water samples. Additional conversation ensued.

Trost asked about the gages and flushes that were mentioned on the Wellhead Treatment Plant Report. Farrell explained that it would be best to send the report out to the Council.

Fisher asked Farrell if there were any concerns about the issues noted in the Wellhead Treatment Plant Report. Farrell stated that there was nothing major, just some minor things that need to be tweaked a bit.

Additional conversation ensued.

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

OPEN FORUM:

Duff Petticourt and Julie Teese of 16220 Territory Road came forward and stated that in July of 2021, Mr. Petticourt and Ms. Teese addressed the Council regarding the 2040 Plan, which included moving Rush Creek Road onto their property. At that time, the couple was informed that if they sold their property, and it was developed prior to the construction on Rush Creek Road, the road would need to be moved someplace else. The couple was also told by the Council that a developer would have to present a Concept Plan to the City. Teese stated that eight different people have come to the Council, each getting the run-a-round. On May 10, the couple received an email from Sevald stating that he would be presenting the couple's property to the Council that night. Sevald offered the opportunity for the couple to meet with him to address any questions or concerns. Teese's mother passed away, so the meeting could not be scheduled. Teese stated that in the past four years there have been multiple offers to purchase their property; some in excess of \$1,000,000. However, due to the 2040 Plan, the potential property buyers went to the City, were shut down each time, and backed out of the sale. All eight potential buyers were discouraged by the City Staff. Teese stated that the couple are hostages in their own home by the City of Dayton. Teese stated that the communication with the neighbors has been very poor.

A gentleman (bright yellow shirt no name or address were given) came forward and stated that he would like to get some clarification for the walking path that comes into Braeburn Trails. Sevald stated that his questions could be addressed when item J comes up in the agenda.

Andrew Abcock of 16124 116th Avenue North in the Braeburn Trails neighborhood spoke from the online meeting link regarding the wetland acquisition of land for a trail. Fisher asked the gentleman to wait until item J comes up in the agenda.

STAFF, CONSULTANT AND COUNCIL UPDATES:

Doud stated May 22nd is the Open House, and City Hall will close early at 3:00 p.m.

Doud provided an update on the transfer that was approved at the first City Council Meeting in April. After a lengthy discussion with the auditors, it was decided to transfer \$853,000 because the State recommends that the fund balance remain at 35%.

Doud stated that the Councilmembers should have received his professional goals that have been set for next year.

Benting stated that open filing is one week away. If anyone would like to file for office, please come to City Hall with an affidavit. The cost is \$5.

Farrell stated that the backfilling around the structure for Wellhead Treatment Plant has begun. The purpose is for stabilization and the project is on schedule.

Farrell stated that he had a great meeting regarding the boat landing in The Historic Village. There is a budget of \$570,000 for the project.

Farrell stated that several applications have come in for the last seasonal position. Interviews will be next week.

Farrell stated that the planters in The Historic Village have been planted. Residents are discouraged from watering the plants at this time as a volunteer is handling that.

Enga stated that officers have been working on protocols for building searches. In an effort to become more proficient, there has been more training with simulated rounds of ammunition.

Sevald stated that at the next Council Meeting, Kwik Trip and one or two other items will be on the agenda. Sevald further stated that June will be busy.

Trost stated that he was unable to make the Parks Commission Meeting, but Trost was able to reaffirm that the Parks Commission unanimously agreed that they would rather accept land from developers than money.

COUNCIL BUSINESS

New Business:

H. Accept 2023 Audited Financial Statements

Janel Bitzan from BerganKDV came forward to present the results from the audit. Janelle stated that the City management is responsible for the financial statements and the auditor is responsible to express an opinion on the financial statements. The one internal control finding made is the lack of segregation of accounting duties. This cannot be helped due to the limited staffing. There were no instances of noncompliance to report. Janelle displayed and presented multiple financial graphs and charts for the Council.

Additional discussion ensued regarding the sewer fund.

Fashant asked what the City's exposure is with regard to the various pension plan investments the City makes for their employees. Janelle directed Fashant's attention to page 64 of the report, noting the overall liability for the City has decreased. Ultimately, the City's only responsibility is to continue making the required contributions on behalf of the employees.

Fashant noted the State periodically checks in on the “health” of the pension plan. Fashant asked if either of the plans are in trouble. Janelle was unfamiliar with this process. Doud stated that the police pension plan has more of a toll due to the number of early retirements associated with PTSD.

MOTION: Motion was made by Councilmember Salonek, seconded by Councilmember Fashant, to accept the 2023 Audited Financial Statements. The motion carries unanimously.

I. Approval of 1st Quarter Report

Doud came forward and presented the 1st Quarter Report. Graphs and charts were presented and described for the Council. There was significant discussion regarding the first graph as building permits were significantly fewer due to the sagging economy.

Fashant asked for an explanation of subscriptions. Doud explained they are prepaid at the end of the year prior because they are due January 1st. If the subscriptions are not prepaid, a 10% late fee is assessed. Fashant asked for an explanation of the Finance budget. Doud explained that subscriptions are prepaid, but Doud will investigate and get back to Fashant. Fashant asked for an explanation of the Public Works budget. Doud stated that winter is typically more expensive because of the plowing and salt.

Trost asked if all the salt was used. The answer is no. Trost asked if the salt is stored. Farrell explained that the City must take at least 80% of what was initially requested. If the Salt is left with the company that it was purchased from, there is a storage fee. Part of the problem with properly gaging the amount of salt needed for the season is the fact that the order must be placed in March for the following winter.

It was noted that overall, the health of City finances are in great shape and on budget.

J. Territorial Road and Rush Creek Parkway Intersection

Sevald came forward and stated that Staff is looking for direction from City Council with regard that this property. A number of developers have turned away from it so Staff would like to know if there are particular options the Council would like to pursue. It was noted there are two specific things going on with this property. The first is an opportunity to improve an intersection, and the second is the opportunity to purchase land for the trail system.

Doud stated that for 5-10 years, there have been discussions back and forth on this property, but Council never gave clear direction as to what Staff should do.

Additional conversation ensued.

Quisberg stated that Maple Grove would like to deter as much traffic as possible from Territorial Road.

Doud stated that there are three options, and the three options were projected to the Councilmembers.

There are no plans to change the speed limit.

Steve, a community member who was online for the meeting, asked if the road and the trail could be considered separately.

Fashant stated the contention is that the City has chased away all of the potential developers. Fashant further stated that it seems like the City should buy this property because the property cannot be developed, or because the City won't allow it to be developed. Fashant stated he doesn't understand why the property is not marketable. Sevald stated that the property is zoned agricultural, guided for low-density residential at three to five units per acre. Anything outside of that requires the developers to go through a review by the Met Council. Sevald went on to explain that the City usually expects developers to handle the cost of road improvements. This particular intersection has the potential to be significantly more expensive so developers want the City to cover that cost, and the City has thus far been unwilling to commit.

There was consensus to leave the property alone.

Quisberg stated that Three Rivers Park District may be interested in using the property in question as a trail head, so there is potential to possibly work with the Three Rivers Park District in the future if the City moves forward with a land acquisition now.

Fisher stated that he is not opposed to having a Closed Session to discuss a possible acquisition.

Sevald stated that there have been some discussions about the possibility of the City acquiring property that has a significant number of wetlands to be used for a trail that would allow for more connection.

Trost stated he understood that the HOA approached the City about providing the lot to the City. Sevald stated he was not aware of any such conversation. For the purpose of clarity, Trost stated the plan is to put a boardwalk through the wetlands. Sevald stated there are a number of options that have not all been explored.

Dave Snyder of 11505 Uma Lane came forward and stated that whatever the HOA said in their dialog with the City, they no longer have a say. The property has been turned over to the homeowners.

Another gentleman (no name or address given) came forward and inquired about extra water lines. Doud explained that it is for the purpose of redundancy, in case the main water line fails, the other one would be used. This gentleman also asked about the fire hydrants that seem to be randomly located. Quisberg stated that it is for the purpose of bleeding the waterlines so there isn't a lot of thumping and shaking in your home from the waterlines.

A third gentleman (no name or address) came forward and asked that consideration be given to other wetlands that he pointed to on the projected image.

Andrew Abcock of 16124 116th Avenue North in the Brayburn Trails neighborhood, who was online for the meeting, stated the addition of the boardwalk trail is redundant because there are many trails and paths through the neighborhood currently. Abcock does not want the beautiful and sensitive wetlands to be disturbed as it is home to a vital ecosystem that houses a bunch of wildlife. Abcock stated that the homeowners paid a lot premium and were of the understanding that the wetland would be owned and maintained by the HOA and left intact.

Doud stated that he wanted to make the record clear that the City reached out to the developer about a month ago because a homeowner is currently landlocked and was looking for some direction from the City. Doud stated that the developer emailed him yesterday stating that the property was being turned over to the HOA.

Fisher asked if there was any appetite for a Closed Session to discuss a property purchase. Fashant stated that a Closed Session would be a good idea.

K. Hennepin County Future Road Work Discussion

Doud stated that Hennepin County Engineer Carla Stueve is present to answer questions. Doud explained that Dayton was approached by Hennepin County approximately one month ago with regard to some projects on Dayton River Road proposed by Hennepin County.

Doud stated that Staff is requesting direction from the Council. If the City would like to pursue a trail along Dayton River Road, the cost to the City will be approximately \$2,980,000, which is roughly \$300 per foot. There are approximately 10,000 feet of trail for this project. Doud stated that Quisberg believes this to be a fair price.

Doud stated that Three Rivers Park District prefers trails that are not near the road.

Carla Stueve Hennepin County engineer came forward to answer Councilmember Trost's question. Trost stated that he's confused as nothing has been done to Dayton River Road in more than twenty years. Now a mill and overlay project is planned and the County is going to rehabilitate it a second time. He asked, why not just do this proposed project, save the money from the mill and overlay project, and do it right the first time? Stueve explained the mill and overlay will be thin and is for the purpose of preserving the road until it can be rehabilitated.

Trost asked how much the mill and overlay will cost the County. Stueve stated that the exact numbers have yet to be calculated. Trost asked Quisberg for an approximate figure. Quisberg had no estimate.

Doud reiterated that Segment 2 (Rehabilitation of Dayton River Road by Hennepin County) is going to happen whether Dayton wants to pursue a trail or not. There will be absolutely no cost to the City for Segment 2. The question is, does the Council want to pursue a trail?

Salonek asked if the County was going to address any of the intersections. The answer is no.

Trost asked if the list of dangerous intersections in the City had been sent to the County. Quisberg stated no, they have not been finalized yet. Trost stated that numbers one, two, and three are all on Dayton River Road.

Stueve stated that the County would be willing to make some lower-cost improvements only. Stueve stated that a roundabout would not fall into that category, but the County does have a program designed for City-led projects and she is happy to provide that information to the Council or Staff.

Doud reminded the Council that conversations today will dictate what is done in five years.

Fashant asked for clarification between Segment 3 and Phase 3. Stevie offered an explanation.

Additional conversation ensued.

Trost asked if the City is being asked to pay for any of the road rehabilitation. Stueve stated that the City would not be asked to pay for any of the roads, but the curb and gutters are shared between the City and the County. Trost asked how much of the projected estimate is actual cost for the road. Stueve repeated that this is a very high-level cost estimate that will be refined several times before construction begins. Stueve stated that the City would be included throughout the

process. For now, the County wants to know if the City is interested in partnering on this project.

Fashant requested a copy of the County's policy on the cost-sharing. Stueve stated that the policy is available online, and she will send it to Doud to share with the Council.

Trost stated that the County seems to be pushing the cost of paths and trails onto the City even though it was stated that the County's goal is to have all of the roads accessible and walkable for the community.

Fisher stated that the Council will take a poll, and everyone is likely interested in exploring this partnership with the County, but it all comes down to money.

Fashant acknowledged his interest, but not necessarily \$5,000,000 worth.

Salonek stated that he doesn't mind looking at the options.

There was consensus that everyone is interested.

Doud asked for direction from the Council as to whether to continue with a current project that will overlap with the County's proposal. At this time Staff asked that Stantec, the City's engineering firm, halt their work on the project until Council provides direction.

Discussion ensued and it was noted that the County will not reduce the pricing for the trail if the City moves forward with their current plan. Trost expressed concern with the length of time that it may take for the County to even begin the project (five years) and recommended that Quisberg continue working on the trail. When asked, Quisberg stated that in order to be cost effective, he would recommend suspending the City's current plans.

Additional discussion ensued regarding potential plans.

Fashant stated that he'd like to reduce throwaway costs as much as possible.

Doud stated that he would direct Stantec to move forward with their design and bring it to the Council so an educated decision can be made.

Action Items:

L. Approval of Authorized Plans Fog Seal

Salonek stated that there is value with the plans and asked if the total cost to overlay South Diamond Lake Road is \$1,500,000 from County to County? The answer is yes. Salonek asked for the projected date for this project. Quisberg

stated that it is either 2025-2026 or 2026-2027, and he will check the paperwork in order to be more specific. Doud's recollection is that the project was scheduled for 2025-2026.

Quisberg gave a brief overview of what's involved with road pavement.

Salonek stated he was informed by a gentleman that it is not advisable to Fog Seal any road under five years old. Salonek asked Quisberg how many of the roads targeted for the Fog Seal are under five years old. Quisberg did not have that information available but stated that it is recommended to Fog Seal as early as one year after the road has been constructed. Quisberg further stated that two to four years is a good target. Quisberg stated that Fog Seal is more of a preservation technique even though it does have some slight restoration properties.

Salonek reviewed the numbers and suggested pushing the project out to a later date.

Trost stated that the Council should stick with the science and proceed according to the recommendations from the study.

Trost asked that the citizens receive notification about the project.

MOTION: Motion was made by Councilmember Trost, seconded by Councilmember Fashant, to approve authorized plans for Fog Seal. Motion carries unanimously.

M. Award Contract for Well House

Quisberg came forward and stated that Well House 5 is located in the Riverwalk Development. The wellhouse was designed in 2023-2024. The plans were approved, and bids authorized in February of 2024. Quisberg stated that five bids were received and opened on April 30, 2024. The lowest bid was Ebert Construction at \$1,127,735.28. The estimated total project cost is \$1,400,000.

Quisberg stated that the project schedule should be as follows:

- Award Contract - May 14, 2024
- Start Construction - June of 2024
- Substantial Completion - May of 2025
- Final Completion - July of 2025

Fashant asked if there are any concerns about having two projects going at the same time. The answer is no, there will not be any overlapping of work areas.

Trost asked if it makes sense to have the same company evaluate this project that evaluated the Well Head Treatment Plant. Quisberg stated that the bids are in, the

design is final, but it wouldn't be a problem for an additional evaluation. Fisher stated that for the cost, a second evaluation would be worth it. Doud will take call and make the arrangements.

MOTION: Motion was made by Councilmember Salonek, seconded by Councilmember Trost, to approve the contract for the Well House. The motion carries unanimously.

N. Discussion of Ordinance for Employees and Council

Doud stated that it is important to point out that Staff does not take direction from one Councilmember. Staff takes direction from the entire Council.

Fisher stated that he was responsible for bringing this item up for discussion.

Trost asked what is driving the need for this discussion. Fisher stated that there is too strong of a conflict of interest when a Councilmember is voting on the budget for your employer. Trost stated that Henderson (City Council) works for the Dayton Fire Department, and Knutson (Parks Commission) also works for the Dayton Fire Department.

Fisher believes that Henderson should have recused himself from voting on the budget for the Dayton Fire Department.

Salonek brought up examples of other employees no longer contracting with the City once they become City employees.

Fashant stated that this is a fair concern that apparently comes up regularly in other cities too. Fashant further stated that the City's legal counsel should be part of the discussion.

Fisher stated that he checked with two other communities, neither of which allow City employees to serve on the City Council.

Doud stated that he spoke with the City's legal counsel and there is currently no legal violation on the part of the Dayton City Council.

Trost stated that if the Council is going down this rabbit hole, the City Council approves money, time, and resources to be donated every year to the Dayton Community Foundation, and Fisher is the Chair of the Dayton Community Foundation. Fisher has failed to recuse himself in the budget votes.

Fisher stated that the City doesn't control who is elected to public office or appointed to councils and commissions, but the City does have control over who it employs.

Fisher stated that being on a commission is not a problem, because commissions do not have final spending authority. Fisher stated that as of January 1, 2025, Henderson should be removed from City Council and not allowed to run again.

Additional conversation ensued.

Salonek stated that Henderson should be removed from Council on January 1, 2025.

Fashant stated that going forward, the Council should not allow an employee of the City to run for a seat; however, Fashant is not absolutely convinced that Henderson should be removed. Fashant further stated that this is an election year, and the City Council could prevent the voters from having a choice if action is taken on this issue.

Hoy Nguyen came forward and asked if there is an oath that City Council Members take in reference to their duties and this topic? The answer is no. Nguyen stated that perhaps Council should consider adding the conflict-of-interest language to the City Council Oath.

Nguyen stated that asking two cities about their practices is not a fair representation from our State. Fisher stated that it is not a standard practice to poll other communities to set our moral behaviors. Nguyen stated that indeed two other communities were polled. Nguyen stated that the conflict-of-interest for Fisher and Henderson are parallel. Nguyen stated that Henderson and Hendrickson should be present for this discussion.

Travis Henderson, Councilmember speaking as a resident, spoke from the online meeting link, and stated that the discussion feels targeted. Henderson stated that his votes were morally driven for the express betterment of the citizens of Dayton. Henderson stated there was never any personal benefit to him for any of the votes he cast. Henderson stated that he is offended by the insinuation that Hendrickson is in his back pocket. Henderson was serving before Hendrickson was hired. Henderson stated that he feels personally attacked by Fisher because there was no effort for a personal discussion prior to putting this matter on the City Council Agenda.

Fisher stated that the reason for not wanting to discuss or debate this topic with Henderson is because Fisher does not see this topic as pertaining only to Henderson. Fisher stated that any City employee, part-time or full-time, should not serve on the Council because it is a baked-in conflict of interest every two weeks.

Doud stated that Staff wants to know what the majority of the Council would like to do with regard to drafting an Ordinance or not moving forward with an Ordinance.

Salonek proposed that an Ordinance be created that states paid employees of the City of Dayton cannot serve on the Dayton City Council. Salonek would like said Ordinance to take effect January 1, 2025.

Fisher stated that the verbiage should make it clear that any citizen is able to run for Council, but they would have to resign from their paid position with the City of Dayton.

Fashant stated that prior to voting, additional legal information is needed.

Trost stated that legal counsel should weigh in on the optics of this potential Ordinance coming to fruition during an election year.

Fisher stated that this should be handled as soon as possible precisely because we are close to an election.

O. Resolution 21-2024; Approving Staff to Work with State on Grant Dollars

Fisher suggested that the fine print be read very carefully.

MOTION: Motion was made by Councilmember Fashant, seconded by Councilmember Trost, to approve Resolution 21-2024, approving Staff to work with State on grant dollars. The motion carries unanimously.

ADJOURNMENT

Fisher declared the meeting adjourned at 9:50 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 May 28, 2024

	<u>Totals</u>
Claims Roster 05-28-2024	\$ 522,604.48
Prepaid 05-23-2024 EB	\$ 66,245.10

Total Payments:	\$ 588,849.58
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Payroll 05-23-2024 Bi-Weekly 11	\$ 94,088.72
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Check # sequence to be approved by City Council from meeting date of 05/28/2024:

Checks # 076863-076991

05/23/2024

INVOICE REGISTER REPORT FOR CITY OF DAYTON MN
 EXP CHECK RUN DATES 05/28/2024 - 05/28/2024
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnized Post Date
	AMERICAN ENGINEERING TESTING	05/22/2024	05/28/2024	1,455.00	1,455.00	Open	N
	WELL HEAD WATER TREATMENT/APR-MAY 24	CHOYT					04/30/2024
	601-00000-16500 WELL HEAD WATER TREATMENT/APR-MAY 24			1,455.00			
	ASCAP	05/22/2024	05/28/2024	439.83	439.83	Open	N
	AC; SUBSCRIPTION -ASCAP LICENSE FEE	CHOYT					04/30/2024
	101-41910-50205 AC; SUBSCRIPTION -ASCAP LICENSE FEE			439.83			
	ASPEN MILLS	05/17/2024	05/28/2024	222.95	222.95	Open	N
	FD; UNIFORM-EICHER	CHOYT					05/15/2024
	101-42260-50217 FD; UNIFORM-EICHER			222.95			
	ASPEN MILLS	05/17/2024	05/28/2024	229.94	229.94	Open	N
	FD; UNIFORM-TIEDEMAN	CHOYT					05/14/2024
	101-42260-50217 FD; UNIFORM-TIEDEMAN			229.94			
	ASPEN MILLS	05/17/2024	05/28/2024	72.95	72.95	Open	N
	FD; UNIFORM-MOROUSHEK	CHOYT					05/14/2024
	101-42260-50217 FD; UNIFORM-MOROUSHEK			72.95			
	ASPEN MILLS	05/21/2024	05/28/2024	584.55	584.55	Open	N
	FD; UNIFORM PANTS	CHOYT					05/21/2024
	101-42260-50217 FD; UNIFORM-ELASKY			194.85			
	101-42260-50217 FD; UNIFORM-HENDRICKSON			194.85			
	101-42260-50217 FD; UNIFORM-ASTRUP			194.85			
	BANK FEE-ADJ	04/30/2024	04/30/2024	25.00	0.00	Paid	Y
	SCANNER; APRIL 2024	DBRUNETTE					04/30/2024
	101-41500-50309 SCANNER; APRIL 2024			25.00			

BANK FEE-ADJ	04/30/2024	04/30/2024	25.00	0.00	Paid	Y
CASH MGMT; APR 2024	DBRUNETTE					04/30/2024
101-41500-50309	CASH MGMT; APR 2024		25.00			
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BEACON ATHLETICS	05/10/2024	05/28/2024	700.00	0.00	Paid	Y
PKS; OPERATING SUPPLIES	CHOYT					03/18/2024
101-45200-50210	PKS; OPERATING SUPPLIES		700.00			
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BEACON ATHLETICS	05/10/2024	05/28/2024	195.00	0.00	Paid	Y
PKS; OPERATING SUPPLIES	CHOYT					03/19/2024
101-45200-50210	PKS; OPERATING SUPPLIES		195.00			
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BEAUDRY	05/10/2024	05/28/2024	1,721.66	1,721.66	Open	N
PW; ULS #2 DYED DIESEL B20-561.90	CHOYT					05/10/2024
101-43100-50212	PW; ULS #2 DYED DIESEL B20-562.90		1,721.66			
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BEAUDRY	05/10/2024	05/28/2024	1,530.94	1,530.94	Open	N
PW; UNLEADED 87 -550.50	CHOYT					05/02/2024
101-43100-50212	PW; UNLEADED 87 -550.50		1,530.94			
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BEAUDRY	05/17/2024	05/28/2024	374.78	374.78	Open	N
PW; ULS #2 DYED DIESEL B20; 124.80	CHOYT					05/13/2024
101-43100-50212	PW; ULS #2 DYED DIESEL B20; 124.80		374.78			
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BEAUDRY	05/17/2024	05/28/2024	1,948.38	1,948.38	Open	N
PW; UNLEADED 87 ; 700.10	CHOYT					05/13/2024
101-43100-50212	PW; UNLEADED 87 ; 700.10		1,948.38			
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BLACK & VEATCH	05/20/2024	05/28/2024	14,690.00	14,690.00	Open	N
WELL 4 & 5 FILTRATION DET DES; APR 2024	CHOYT					04/30/2024
601-00000-16500	WELL 4 & 5 FILTRATION DET DES; APR 2024		14,690.00			
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C. VISION PRODUCTION	05/13/2024	05/28/2024	600.00	600.00	Open	N
DRONE VIDEOGRAPHY/SPRING 2024 PHOTOS	CHOYT					04/30/2024
226-41900-50430	DRONE VIDEOGRAPHY/SPRING 2024 PHOTOS		600.00			
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CAMPBELL KNUTSON P.A.	05/15/2024	05/28/2024	180.00	180.00	Open	N

LEGAL FEES-APR 2024 PROJ 6188	CHOYT						04/30/2024
411-43100-50304-6188	LEGAL FEES-APR 2024			180.00			
CAMPBELL KNUTSON P.A.	05/15/2024	05/28/2024		930.00	930.00	Open	N
LEGAL FEES-APR 2024 PROJ 6147	CHOYT						04/30/2024
411-43100-50304-6147	LEGAL FEES-APR 2024			930.00			
CAMPBELL KNUTSON P.A.	05/15/2024	05/28/2024		3,090.00	3,090.00	Open	N
LEGAL FEES-APR 2024 PROJ. 6149	CHOYT						04/30/2024
411-43100-50304-6149	LEGAL FEES-APR 2024			3,090.00			
CAMPBELL KNUTSON P.A.	05/15/2024	05/28/2024		7,000.21	7,000.21	Open	N
LEGAL FEES-GENERAL; APR 2024	CHOYT						04/30/2024
101-41640-50304	LEGAL FEES-GENERAL; APR 2024			7,000.21			
CENTURY COLLEGE	05/10/2024	05/28/2024		4,635.00	4,635.00	Open	N
FD; PROFESSIONAL DEVELOPMENT/TRAINING	CHOYT						04/30/2024
101-42260-50208	FD; PROFESSIONAL DEVELOPMENT/TRAINING			4,635.00			
CENTURYLINK	05/21/2024	05/28/2024		213.42	213.42	Open	N
PW;WATER SYSTEM SCADA & WELLHOUSE MAY-J	CHOYT						05/13/2024
601-49400-50321	PW; 763 323-0023 WATER SYSTEM SCADA			106.71			
602-49400-50321	PW; 763 323-0975 WELLHOUSE 2 LANDLINE			106.71			
CHARTER COMMUNICATIONS	05/14/2024	05/28/2024		446.67	0.00	Paid	Y
CH; INTERNET MAY-JUN 2024	CHOYT						05/07/2024
101-41820-50308	CH; INTERNET			199.98			
101-42260-50320	FD 1; INTERNET			143.59			
601-49400-50321	RH WELLHOUSE; INTERNET			89.98			
101-42260-50320	FD 2; INTERNET			13.12			
CHARTER COMMUNICATIONS	05/20/2024	05/28/2024		359.93	0.00	Paid	Y
PD/PW; INTERNET MAY-JUN 2024	CHOYT						05/12/2024
101-42120-50320	PD; INTERNET			179.96			
101-43100-50321	PW; INTERNET			179.97			
CINTAS	05/10/2024	05/28/2024		155.74	155.74	Open	N
PW; UNIFORMS	CHOYT						05/09/2024

101-43100-50217	PW; UNIFORMS			155.74			
CINTAS		05/17/2024	05/28/2024	116.87	116.87	Open	N
PW; UNIFORMS		CHOYT					05/16/2024
101-43100-50217	PW; UNIFORMS			116.87			
CITY OF ANOKA		05/13/2024	05/28/2024	73.43	0.00	Paid	Y
22-396030-00 BALSAM LANE PED;APR 2024		CHOYT					05/08/2024
101-43100-50230	22-396030-00 BALSAM LANE PED;APR 2024			73.43			
CITY OF ANOKA		05/13/2024	05/28/2024	55.36	0.00	Paid	Y
22-393200-01 CENTRAL PARK; APR 2024		CHOYT					05/08/2024
101-45200-50381	22-393200-01 CENTRAL PARK; APR 2024			55.36			
CITY OF ANOKA		05/13/2024	05/28/2024	23.50	0.00	Paid	Y
22-393400-00 SDLR SIREN;APR 2024		CHOYT					05/08/2024
101-42130-50381	22-393400-00 SDLR SIREN;APR 2024			23.50			
CITY OF ANOKA		05/13/2024	05/28/2024	768.12	0.00	Paid	Y
22-396000-01 CH; APR 2024		CHOYT					05/08/2024
101-41810-50381	22-396000-01 CH; APR 2024			768.12			
CITY OF ANOKA		05/13/2024	05/28/2024	490.50	0.00	Paid	Y
22-990002-01 STREET LIGHTS; APR 2024		CHOYT					05/08/2024
101-43100-50230	22-990002-01 STREET LIGHTS; APR 2024			490.50			
CITY OF MAPLE GROVE		05/15/2024	05/28/2024	33,381.81	0.00	Paid	Y
14,451,000 GALLONS WATER USAGE MAR-APR 2024		CHOYT					04/30/2024
601-49400-50389	14,451,000 GALLONS WATER USAGE			33,381.81			
CITY OF MONTICELLO		05/15/2024	05/28/2024	388.00	388.00	Open	N
PD; ANIMAL CONTROL MAR-APR 2024		CHOYT					04/30/2024
101-42140-50308	PD; ANIMAL CONTROL MAR-APR 2024			388.00			
CMT JANITORIAL SERVICES		05/15/2024	05/28/2024	1,450.00	1,450.00	Open	N
CONTRACT SERVICES-OFC CLEANING-MAY 2024		CHOYT					05/10/2024
101-41910-50308	CONTRACT SERVICES-OFC CLEANING-MAY			526.00			
101-41810-50308	CONTRACT SERVICES-OFC CLEANING-MAY			924.00			

CMT JANITORIAL SERVICES	05/20/2024	05/28/2024	1,602.00	1,602.00	Open	N
CONTRACT SERVICES-OFC CLEANING-JUNE 202	CHOYT					05/20/2024
101-41910-50308	CONTRACT SERVICES-OFC CLEANING-JUNE		602.00			
101-41810-50308	CONTRACT SERVICES-OFC CLEANING-JUNE		1,000.00			
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CORE & MAIN	05/21/2024	05/28/2024	34.17	34.17	Open	N
PW; SUPPLIES-METER SEAL	CHOYT					05/17/2024
601-49400-50210	PW; SUPPLIES		34.17			
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CORNERSTONE	05/13/2024	05/28/2024	409.93	409.93	Open	N
PD; REPAIR/MAINT	CHOYT					05/09/2024
101-42120-50220	PD; REPAIR/MAINT		409.93			
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DEARBORN NATIONAL	05/15/2024	05/28/2024	448.49	448.49	Open	N
LIFE INSURANCE-JUNE 2024	CHOYT					05/08/2024
101-00000-21780	LIFE INSURANCE-JUNE 2024		448.49			
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DIAMOND LK IMPROV. ASSOCIATION	05/21/2024	05/28/2024	10,000.00	10,000.00	Open	N
DIAMOND LK IMPROVEMENT-2024 CITY PORTION	CHOYT					05/21/2024
101-49999-50450	DIAMOND LK IMPROVEMENT-2024		10,000.00			
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DOMESTIC ABUSE LEGAL ADVOCACY CENTE	05/17/2024	05/28/2024	10.00	10.00	Open	N
PD; REFUND/REPORT NOT AVAILABLE	CHOYT					05/16/2024
101-40500-34109	PD; REFUND/REPORT NOT AVAILABLE		10.00			
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DUKULY, SEKOU	05/16/2024	05/28/2024	214.13	214.13	Open	N
UB refund for account: 3815	CHOYT					05/16/2024
601-00000-15550	CREDIT FORWARD		214.13			
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EAGLE GARAGE DOOR CO, INC	05/15/2024	05/28/2024	4,297.95	4,297.95	Open	N
PW; BUILDINGS AND STRUCTURES-GARAGE DOC	CHOYT					04/23/2024
101-43100-50220	PW; BUILDINGS AND STRUCTURES-GARAGE DOOR		4,297.95			
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ECHO DATA ANALYTICS	05/21/2024	05/28/2024	5,500.00	5,500.00	Open	N
FD; CONTRACT SERVICES MAY 24-MAY 2025	CHOYT					05/15/2024
101-42260-50308	FD; CONTRACT SERVICES MAY 24-MAY 2025		5,500.00			
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ECM PUBLISHERS, INC PHN; FILING NOTICE 101-41110-50352	PHN; FILING NOTICE	05/10/2024 CHOYT	05/28/2024	120.75 120.75	120.75	Open	N 04/30/2024
ECM PUBLISHERS, INC LEGAL NOTICES/FILING FEE PROJ.#6149 411-43100-50351-6149	LEGAL NOTICES/FILING FEE PROJ.#6149	05/15/2024 CHOYT	05/28/2024	241.50 241.50	241.50	Open	N 05/09/2024
ECM PUBLISHERS, INC AC; PHN FOR OPEN HOUSE/VEH. ROUND UP 101-41910-50321	AC; PHN FOR OPEN HOUSE	05/22/2024 CHOYT	05/28/2024	199.00 199.00	199.00	Open	N 05/16/2024
ELK RIVER MUNICIPAL UTILITIES ELECTRIC SVC; APR 2024 101-43100-50230 101-41910-50381 101-42260-50381 602-49400-50381 602-49400-50381 601-49400-50381 602-49400-50381 101-45200-50381	PW; ST LGT 3763 AC; 3831 FD; 3831 PW; CSAH 12 LIFT 3914 PW; DAY LIFT 3958 PW; WELL #1 6560 PW; DNR LIFT 6634 PW; BALL FIELD 10223	05/20/2024 CHOYT	05/28/2024	1,410.46 393.00 142.17 142.18 78.24 67.78 396.49 122.68 67.92	1,410.46	Open	N 04/30/2024
EMERGENCY AUTOMOTIVE TECHNOLOGIES PD; OTHER EQUIPMENT 401-42120-50580	PD; OTHER EQUIPMENT	05/20/2024 CHOYT	05/28/2024	5,692.07 5,692.07	0.00	Paid	Y 03/19/2024
EMERGENCY AUTOMOTIVE TECHNOLOGIES PD; EQUIPMENT-RELOCATING DVR 401-42120-50580	PD; EQUIPMENT-RELOCATING DVR	05/21/2024 CHOYT	05/28/2024	172.50 172.50	172.50	Open	N 05/21/2024
FULLY PROMOTED/EMBROIDME SUPPLIES-SHIRTS/HOODIES 101-41110-50210 101-41120-50210 101-41310-50200 101-41910-50213 101-43100-50210	SUPPLIES-SHIRTS/HOODIES	05/21/2024 CHOYT	05/28/2024	3,849.74 150.00 100.00 150.00 2,000.00 1,000.00	3,849.74	Open	N 04/30/2024

101-41500-50200	SUPPLIES-SHIRTS/HOODIES			449.74				
HASSAN SAND & GRAVEL, INC		05/21/2024	05/28/2024	62.40	62.40	Open	N	
PARKS;AG LIME/RED BALL DIAMOND LIME		CHOYT						05/20/2024
101-45200-50530	PARKS;AG LIME/RED BALL DIAMOND LIME			62.40				
HAWKINS, INC		05/17/2024	05/28/2024	50.00	50.00	Open	N	
PW; CHEMICALS		CHOYT						05/15/2024
601-49400-50216	PW; CHEMICALS			50.00				
HAWKINS, INC		05/20/2024	05/28/2024	10,214.24	10,214.24	Open	N	
PW; CHEMICALS		CHOYT						05/20/2024
601-49400-50216	PW; CHEMICALS			10,214.24				
HP GROUP HEALTH NON-PATIENT A/R		05/17/2024	05/28/2024	57.95	0.00	Paid	Y	
EAP (CUST# 12750101);MAY 2024		CHOYT						04/30/2024
101-41810-50205	EAP (CUST# 12750101);MAY 2024			57.95				
INVOICE CLOUD		04/08/2024	04/08/2024	740.95	0.00	Paid	Y	
APR 2024 FEES		DBRUNETTE						04/08/2024
101-41500-50309	APR 2024 FEES			50.00				
101-41660-50309	APR 2024 FEES			52.50				
601-49400-50309	APR 2024 FEES			319.22				
602-49400-50309	APR 2024 FEES			319.23				
J R ADVANCED RECYCLERS		05/14/2024	05/28/2024	1,694.10	1,694.10	Open	N	
CLEAN-UP DAY 2024		CHOYT						05/04/2024
101-41650-50388	CLEAN-UP DAY 2024			1,694.10				
JOEL POSNER		05/13/2024	05/28/2024	300.00	300.00	Open	N	
DAC RENTAL DEPOSIT RELEASE;EVENT 5/11/24		CHOYT						05/11/2024
101-00000-21716	DAC RENTAL DEPOSIT RELEASE;EVENT 5/11/24			300.00				
KIESLER POLICE SUPPLY, INC		05/21/2024	05/28/2024	325.62	325.62	Open	N	
PD; EQUIPMENT-STREAMLIGHT PROTAC		CHOYT						05/14/2024
101-42120-50580	PD; EQUIPMENT-STREAMLIGHT PROTAC			325.62				
KWIK TRIP INC		05/14/2024	05/28/2024	125.12	125.12	Open	N	

PD; 514204/ CARWASH-FUEL APR 2024	CHOYT						04/30/2024
101-42120-50220	PD; 514204/ CARWASH APR 2024			86.53			
101-42120-50212	PD; MOTOR FUELS APR 2024			38.59			
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LANDFORM PROFESSIONAL SVCS, LLC	05/21/2024	05/28/2024		8,745.00	8,745.00	Open	N
PLANNING; CITY BUSINESS-APRIL 2024	CHOYT						04/30/2024
101-41710-50300	PLANNING; CITY BUSINESS-APRIL 2024			8,745.00			
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LANDFORM PROFESSIONAL SVCS, LLC	05/21/2024	05/28/2024		1,155.00	1,155.00	Open	N
PLANNING; DAYTON PKWY MASTER PLAN	CHOYT						04/30/2024
411-43100-50303-6147	PLANNING FEES; PROJ 6147			660.00			
101-41710-50300	PLANNING; DAYTON PKWY MASTER PLAN			495.00			
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LANO EQUIPMENT INC	05/21/2024	05/28/2024		2,132.06	2,132.06	Open	N
PW; REPAIR/MAINT	CHOYT						05/17/2024
101-43100-50220	PW; REPAIR/MAINT			2,132.06			
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LEAGUE OF MINNESOTA CITIES	05/20/2024	05/28/2024		74.66	74.66	Open	N
ADOBE ACROBAT PRO DC-ANNUAL	CHOYT						04/30/2024
101-41820-50205	ADOBE ACROBAT PRO DC-ANNUAL			49.66			
101-41820-50205	LEAGUE ADOBE PROCESSING FEE			25.00			
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LEAGUE OF MN CITIES-INSURANCE	05/14/2024	05/28/2024		1,000.00	1,000.00	Open	N
DEDUCTIBLE; CLAIM 00347240	CHOYT						03/27/2024
101-43100-50361	DEDUCTIBLE; CLAIM 00347240			1,000.00			
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LISA FAHEY	05/20/2024	05/28/2024		300.00	300.00	Open	N
DAC RENTAL DEPOSIT RELEASE;EVENT 5/18/24	CHOYT						05/18/2024
101-00000-21716	DAC RENTAL DEPOSIT RELEASE;EVENT 5/18/24			300.00			
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MACQUEEN EMERGENCY GROUP	05/21/2024	05/28/2024		499.65	499.65	Open	N
FD; UNIFORM-FACEPIECE W/ NECKSTRAP	CHOYT						05/21/2024
101-42260-50217	FD; UNIFORM-FACEPIECE W/ NECKSTRAP			499.65			
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MENARDS - ELK RIVER	05/20/2024	05/28/2024		245.76	245.76	Open	N
PW; OPERATING SUPPLIES	CHOYT						05/15/2024
101-43100-50210	PW; OPERATING SUPPLIES			245.76			
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MINNESOTA EQUIPMENT PARKS; REPAIR/MAINT 101-45200-50220	PARKS; REPAIR/MAINT	05/21/2024 CHOYT	05/28/2024	53.52	53.52	Open	N 05/21/2024
				53.52			
MINUTEMAN PRESS UTILITY BILLING; MAR-MAY 2024 601-49400-50200	UTILITY BILLING; MAR-MAY 2024	05/14/2024 CHOYT	05/28/2024	2,357.78	2,357.78	Open	N 04/30/2024
602-49400-50200	UTILITY BILLING; MAR-MAY 2024			1,178.89			
602-49400-50200	UTILITY BILLING; MAR-MAY 2024			1,178.89			
MN DEPT OF REVENUE SALES/USE TAX; MAR 2024 101-00000-20300	SALES/USE TAX; MAR 2024	04/17/2024 DBRUNETTE	04/17/2024	2,326.00	0.00	Paid	Y 04/17/2024
601-00000-20300	SALES/USE TAX; MAR 2024			48.98			
601-00000-20300	SALES/USE TAX; MAR 2024			2,277.02			
MONTICELLO ANIMAL CONTROL PD; ANIMAL CONTROL 4/8, 4/11 101-42140-50308	PD; ANIMAL CONTROL 4/8, 4/11	05/10/2024 CHOYT	05/28/2024	110.00	110.00	Open	N 04/30/2024
				110.00			
MOSACK, ANN UB refund for account: 2384 601-00000-15550	CREDIT FORWARD	05/14/2024 CHOYT	05/28/2024	145.47	145.47	Open	N 05/14/2024
				145.47			
NAPA AUTO PARTS FD; REPAIR/SUPPLIES 101-42260-50220	FD; REPAIR/SUPPLIES	05/10/2024 CHOYT	05/28/2024	31.60	31.60	Open	N 05/09/2024
				31.60			
NAPA AUTO PARTS FD; REPAIR/MAINT 101-42260-50220	FD; REPAIR/MAINT	05/10/2024 CHOYT	05/28/2024	53.02	53.02	Open	N 05/09/2024
				53.02			
NAPA AUTO PARTS PW; REPAIR/MAINT-08 F550 101-43100-50220	PW; REPAIR/MAINT-08 F550	05/21/2024 CHOYT	05/28/2024	293.06	293.06	Open	N 05/21/2024
				293.06			
OMANN BROTHERS INC PW; PAVING SUPPLIES-8.02 101-43100-50224	PW; PAVING SUPPLIES-8.02	05/17/2024 CHOYT	05/28/2024	721.80	721.80	Open	N 05/14/2024
				721.80			

OMANN BROTHERS INC	05/20/2024	05/28/2024	720.00	720.00	Open	N
PW; PAVING SUPPLIES-8	CHOYT					05/15/2024
101-43100-50224	PW; PAVING SUPPLIES-8		720.00			
OMANN BROTHERS INC	05/20/2024	05/28/2024	360.00	360.00	Open	N
PW; PAVING SUPPLIES-4	CHOYT					05/16/2024
101-43100-50224	PW; PAVING SUPPLIES-4		360.00			
PAYMENTECH	04/03/2024	04/03/2024	906.04	0.00	Paid	Y
APR 2024 FEES	DBRUNETTE					04/03/2024
101-41500-50309	APRIL 2024 FEES		245.76			
101-41500-50309	APRIL 2024 FEES		660.28			
PERA	05/21/2024	05/28/2024	162.77	0.00	Paid	Y
PERA-SALARY DEDUCTION REPORTS	CHOYT					04/30/2024
601-49400-50300	PERA-DEDUCTION RPTS		162.77			
PLASTIX PLUS LLC	05/13/2024	05/28/2024	3,557.32	3,557.32	Open	N
FD; OTHER EQUIPMENT	CHOYT					05/10/2024
401-42260-50580	FD; OTHER EQUIPMENT		3,557.32			
ROGERS TRUE VALUE	05/10/2024	05/28/2024	70.36	70.36	Open	N
PW; REPAIR/MAINT	CHOYT					05/08/2024
601-49400-50220	PW; REPAIR/MAINT		70.36			
ROGERS TRUE VALUE	05/10/2024	05/28/2024	29.88	29.88	Open	N
PW; OPERATING SUPPLIES	CHOYT					05/10/2024
101-43100-50210	PW; OPERATING SUPPLIES		29.88			
ROGERS TRUE VALUE	05/17/2024	05/28/2024	4.29	4.29	Open	N
PW; REPAIR/MAINT.	CHOYT					05/16/2024
101-43100-50220	PW; REPAIR/MAINT		4.29			
RPM GRAPHICS, INC	05/20/2024	05/28/2024	280.00	280.00	Open	N
AC; OPERATING SUPPLIES-SIGNS	CHOYT					05/27/2024
101-41910-50210	AC; OPERATING SUPPLIES-SIGNS		280.00			
SITE ONE LANDSCAPE SUPPLY	05/21/2024	05/28/2024	380.35	380.35	Open	N

PARKS; OPERATING SUPPLIES-LESCO TURFACE CHOYT						04/26/2024
101-45200-50210	PARKS; OPERATING SUPPLIES-LESCO TURFACE			380.35		
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SITE ONE LANDSCAPE SUPPLY		05/21/2024	05/28/2024	349.38	349.38	Open N
PARKS; OPERATING SUPPLIES-ALL SPORT	CHOYT					04/30/2024
101-45200-50210	PARKS; OPERATING SUPPLIES-ALL SPORT			349.38		
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SITE ONE LANDSCAPE SUPPLY		05/21/2024	05/28/2024	251.58	251.58	Open N
PARKS; OPERATING SUPPLIES-MOUND CLAY	CHOYT					04/30/2024
101-45200-50210	PARKS; OPERATING SUPPLIES-MOUND CLAY			251.58		
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SRF CONSULTING GROUP INC		05/13/2024	05/28/2024	505.28	505.28	Open N
PROFESSIONAL SRVS-APR 2024	CHOYT					04/30/2024
459-43100-50300-2000	PROFESSIONAL SRVS-APR 2024			505.28		
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STANTEC CONSULTING SERVICES INC.		05/13/2024	05/28/2024	137,089.97	137,089.97	Open N
ENGINEERING SVCS; MAR 2024	CHOYT					03/31/2024
101-41630-50303	GEN. ENGINEERING RETAINER; MAR 2024			4,300.00		
101-41630-50303	GEN. ENGINEERING; MAR 2024			2,481.60		
101-41660-50308	BUILDING PERMIT ACTIVITIES; MAR 2024			7,354.40		
601-49400-50303	WATER SUPPLY & DISTRIBUTION;MAR 2024			2,354.40		
602-49400-50303	SANITARY SEWER SYSTEM; MAR 2024			840.40		
415-41900-50300	STORMWATER; MAR 2024			6,276.00		
414-41900-50303	TRANSPORTATION; MAR 2024			5,287.00		
408-45300-50303	TRAILS; MAR 2024			562.40		
601-49400-50303	GIS/MAPPING; MAR 2024			490.50		
602-49400-50303	GIS/MAPPING; MAR 2024			490.50		
411-43100-50303-1006	RIVER HILLS-M/I HOMES; MAR 2024			1,704.50		
411-43100-50303-6065	BRAYBURN TRAILS;MAR 2024			3,507.42		
411-43100-50303-6098	SUNDANCE GREENS; MAR 2024			1,951.00		
411-43100-50303-6075	CLOQUET ISLAND ESTATES(CYPRESS);MAR 2024			1,888.50		
411-43100-50303-6105	IONE GARDENS; MAR 2024			673.00		
411-43100-50303-6120	SUNDANCE GREENS-LENNAR; MAR 2024			1,835.69		
411-43100-50303-6131	MTL COMPANIES; MAR 2024			843.65		
411-43100-50303-6140	INLAND GROUP; MAR 2024			252.70		
411-43100-50303-6192	RIVERVIEW VILLAS; MAR 2024			109.00		
411-43100-50303-6143	RIVERWALK; MAR 2024			1,113.50		
411-43100-50303-6150	THE CUBES OF FRENCH LAKE (CRG);MAR 2024			424.54		

411-43100-50303-6147	LEE PROPERTY; MAR 2024			1,659.50			
411-43100-50303-6167	CAPITAL PARTNERS; MAR 2024			758.50			
411-43100-50303-6164	GRACO 2ND; MAR 2024			1,549.43			
411-43100-50303-6180	NEIGHBORHOOD ON DAYTON PKWY; MAR 2024			4,846.50			
411-43100-50303-6165	OPUS; MAR 2024			2,260.00			
411-43100-50303-6172	CONNEXUS SUBSTATION; MAR 2024			61.50			
459-43100-50300-2001	WEST FRENCH LAKE RD IMPROV; MAR 2024			3,772.04			
601-00000-16500	DAYTON WELL #5 PRELIM DESIGN; MAR 2024			5,335.80			
601-49400-50303	DAYTON WATER COMP PLANS; MAR 2024			4,701.40			
602-49400-50303	DAYTON SEWER COMP PLANS; MAR 2024			4,701.40			
410-41900-50300	HAZARD MITIGATION GRANT PROGRAM; MAR 24			875.20			
414-41900-50303	DAYTON RIVER RD TURN LANE IMPROV.; MAR 24			10,041.40			
414-41900-50303	INTERSECTION INVENTORY & SAFETY; MAR 2024			22,913.20			
414-41900-50303	TERRITORIAL RD REALIGNMENT & ROUNDABOUT			1,595.20			
415-41900-50300	DAYTON JORDAN & JAEGER DITCH; MAR 2024			6,160.20			
414-41900-50303	DAYTON 2024 MILL & OVERLAY; MAR 2024			1,403.40			
601-49400-50303	DAYTON HUD ENVIRONMENTAL; MAR 2024			17,752.80			
408-45300-50303	2024 MULTI-USE TRAIL ALONG DAYTON RIVER			1,961.80			
<hr/>							
TASC		05/17/2024	05/28/2024	20.59	20.59	Open	N
COBRA ADMIN FEE; JUL 2024	CHOYT						05/17/2024
101-41810-50205	COBRA ADMIN FEE; JUL 2024			20.59			
<hr/>							
TASC		05/20/2024	05/28/2024	178.80	178.80	Open	N
PER EMPLOYEE FEE; JUL-SEP 2024	CHOYT						05/18/2024
101-41810-50205	PER EMPLOYEE FEE; JUL-SEP 2024			178.80			
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TERMINAL SUPPLY		05/21/2024	05/28/2024	867.22	867.22	Open	N
PW; OPERATING SUPPLIES	CHOYT						05/21/2024
101-43100-50210	PW; OPERATING SUPPLIES			867.22			
<hr/>							
TIMESAVER OFF SITE SECRETARIAL. INC		05/17/2024	05/28/2024	875.50	875.50	Open	N
MINUTES; CC+REG 4/23, PC+JW 5/2, PC 5/7	CHOYT						04/30/2024
101-41420-50300	MINUTES; CC+REG 4/23, PC+JW 5/2, PC 5/7			875.50			
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TOSHIBA BUSINESS SYSTEMS		05/10/2024	05/28/2024	361.86	361.86	Open	N
CH; ESTUDIO 2515/4555 PRINTERS	CHOYT						04/30/2024
101-41820-50308	CH; ESTUDIO 4555 ELECTIONS PRINTER			180.93			

101-41820-50308	CH; ESTUDIO 2515 FRONT PRINTER			180.93				
TOSHIBA BUSINESS SYSTEMS	05/10/2024	05/28/2024	185.18	185.18	Open	N		
CH; ESTUDIO 4525 BACK PRINTER	CHOYT						04/30/2024	
101-41820-50308	CH; ESTUDIO 4525 BACK PRINTER		185.18					
TOWMASTER	05/22/2024	05/28/2024	205,512.00	205,512.00	Open	N		
PW-2023 CIP SINGLE AXLE DUMP TRUCK	CHOYT						04/30/2024	
401-43100-50580	PW-2023 CIP SINGLE AXLE DUMP TRUCK		205,512.00					
TRANSPORT GRAPHICS	05/13/2024	05/28/2024	318.00	318.00	Open	N		
PD; OTHER EQUIPMENT-REMOVAL	CHOYT						05/10/2024	
401-42120-50580	PD; OTHER EQUIPMENT-REMOVAL		318.00					
TRANSPORT GRAPHICS	05/13/2024	05/28/2024	474.50	474.50	Open	N		
PD; OTHER EQUIPMENT-GRAPHICS	CHOYT						05/08/2024	
401-42120-50580	PD; OTHER EQUIPMENT-GRAPHICS		474.50					
TRANSPORT GRAPHICS	05/14/2024	05/28/2024	318.00	318.00	Open	N		
PD; EQUIPMENT-REMOVAL	CHOYT						05/13/2024	
401-42120-50580	PD; EQUIPMENT-REMOVAL		318.00					
UNUM LIFE INSURANCE COMPANY	05/17/2024	05/28/2024	1,967.09	0.00	Paid	Y		
JUNE 2024 /0471540-001	CHOYT						05/14/2024	
101-00000-21705	JUNE 2024 /0471540-001		1,967.09					
VEIT & COMPANY INC.	05/15/2024	05/28/2024	165.00	165.00	Open	N		
RENTALS (GENERAL)-16471 S DIAMOND	CHOYT						05/12/2024	
101-43100-50410	RENTALS (GENERAL)-16471 S DIAMOND		165.00					
VEIT & COMPANY INC.	05/15/2024	05/28/2024	2,579.27	2,579.27	Open	N		
CLEAN-UP DAY MAY 2024	CHOYT						05/12/2024	
101-41650-50388	CLEAN-UP DAY MAY 2024		2,579.27					
VERIZON WIRELESS	05/20/2024	05/28/2024	150.12	0.00	Paid	Y		
PW;CELL SERVICE;MCM SEWER APR-MAY 2024	CHOYT						04/30/2024	
602-49400-50321	PW;CELL SERVICE;MCM SEWER APR-MAY 2024		150.12					

VISA-CH	05/13/2024	05/28/2024	1,195.33	0.00	Paid	Y
5198; VISA CH-APR 2024	CHOYT					04/30/2024
101-41500-50205	CH; ZOOM		43.41			
101-41820-50308	CH; MICROSOFT		8.70			
101-41820-50308	CH; DIGIUM CLOUD		683.77			
101-43100-50212	PW; FUEL CLOUD		122.50			
101-41410-50210	ELECTIONS; OPERATING SUPPLIES		43.99			
101-41810-50200	CH; SUPPLIES-AMAZON		96.25			
101-41810-50200	CH; SUPPLIES-AMAZON		183.22			
101-41810-50200	CH; SUPPLIES-MENARDS		5.42			
101-41820-50308	CH; MICROSOFT		4.00			
101-41810-50200	CH; SOAP-DOLLAR TREE		4.07			
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VISA-CH	05/14/2024	05/28/2024	283.47	0.00	Paid	Y
5321 VISA CH; APRIL 2024	CHOYT					04/30/2024
101-41310-50208	CH; PROFESSIONAL DEVELOPMENT-CREDIT		(133.19)			
101-41310-50208	CH; PROFESSIONAL DEVELOPMENT-SAFETY/LOSS		20.00			
101-41710-50200	CD; CODE ENFORCEMENT LETTER-USPS		5.08			
101-41310-50208	FIRST RESPONDER LUNCHEON		60.00			
101-41110-50208	FIRST RESPONDER LUNCHEON		60.00			
101-41110-50208	FIRST RESPONDER LUNCHEON		60.00			
101-42260-50208	FIRST RESPONDER LUNCHEON		60.00			
101-42260-50208	FIRST RESPONDER LUNCHEON		60.00			
101-42260-50208	FIRST RESPONDER LUNCHEON		60.00			
101-41420-50208	FIRST RESPONDER LUNCHEON		60.00			
101-41310-50208	FIRST RESPONDER LUNCHEON		10.00			
101-41910-50213	COOKIES FOR PD-SAM'S		19.98			
101-41310-50200	CH; WRIGHT CO MEETING		14.84			
101-41310-50200	MEETING TO MEETING-DOUD		16.76			
101-41110-50208	FIRST RESPONDER CREDIT		(60.00)			
101-42260-50208	FIRST RESPONDER CREDIT		(30.00)			
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VISA-FD2	05/13/2024	05/28/2024	3,255.21	0.00	Paid	Y
5396 VISA FD; APRIL 2024	CHOYT					04/30/2024
101-42260-50200	FD; SUPPLIES-AMAZON FILE		37.98			
101-42260-50200	FD; SUPPLIES-AMAZON		191.34			
101-42260-50220	FD; CAR WASH-MONTHLY		35.88			
101-42260-50220	FD; SUPPLIES		37.95			

101-42260-50220	FD; CAR WASH-SOTO SHINE	25.06
101-42260-50200	FD; SUPPLIES	667.02
101-42260-50200	FD; SUPPLIES-MENARDS	13.98
101-41810-50200	FD; SUPPLIES-TRUE VALUE	5.42
101-42260-50208	FD; PROFESSIONAL DEVELOPMENT-PARKING	76.00
101-42260-50208	FD; PROFESSIONAL DEVELOPMENT	77.26
101-42260-50208	FD; PROFESSIONAL DEVELOPMENT-LYFT	37.59
101-42260-50208	FD; PROFESSIONAL DEVELOPMENT	24.15
101-42260-50208	FD; PROFESSIONAL DEVELOPMENT	15.26
101-42260-50208	FD; PROFESSIONAL DEVELOPMENT	10.90
101-42260-50208	FD; PROFESSIONAL DEVELOPMENT	8.56
101-42260-50208	FD; PROFESSIONAL DEVELOPMENT-HOTEL	954.72
101-42260-50208	FD; PROFESSIONAL DEVELOPMENT-HOTEL	954.72
101-42260-50220	FD; REPAIR/MAINT	36.31
101-42260-50208	FD; PROFESSIONAL DEVELOPMENT-LYFT	38.49
101-42260-50345	FD; PUBLIC ED EXP-MSFCA KITCHEN SAFETY	75.00
101-42260-50200	FD; SUPPLIES-MENARDS	11.59
101-42260-50220	FD; REPAIR/MAINT	(69.99)
101-42260-50200	FD; SUPPLIES	(9.98)

VISA-PD	05/14/2024	05/28/2024	2,963.22	0.00	Paid	Y
5081 VISA PD; APRIL 2024	CHOYT					04/30/2024
101-42120-50205	PD; MEMBERSHIP RENEWAL-TACTICAL		50.00			
101-42120-50205	PD; MEMBERSHIP RENEWAL-TACTICAL		50.00			
101-42120-50208	PD; PROFESSIONAL DEVELOPMENT-FOOD		46.96			
101-42120-50331	PD; LODGING/MEALS/MILEAGE-HYVEE		140.80			
101-42120-50331	PD; LODGING/MEALS/MILEAGE-HYVEE		8.85			
101-42120-50208	PD; PROFESSIONAL DEVELOPMENT-CNT TRAIN		99.00			
101-42120-50217	PD; UNIFORM-MOSER (PRIMARY ARMS)		70.15			
101-42120-50217	PD; UNIFORM-MOSER(STEINER)		388.64			
101-42120-50205	PD; REGISTRATION-DICKMAN		35.00			
101-42120-50200	PD; SUPPLIES-AMAZON		38.62			
101-42120-50200	PD; SUPPLIES-AMAZON		27.48			
101-42120-50205	PD; NOTARY STAMP-REICHSTADT		28.62			
101-42120-50331	PD; LODGING/MEALS		27.27			
101-42120-50331	PD; LODGING/MEALS		81.66			
101-42120-50331	PD; LODGING/MEALS		45.09			
101-42120-50208	PD; PROFESSIONAL DEVELOPMENT-MARRIOTT		892.04			

101-42120-50208	PD; PROFESSIONAL DEVELOPMENT-MARRIOTT			892.04				
101-42120-50200	PD; SUPPLIES			11.00				
101-42120-50208	PD; PROFESSIONAL DEVELOPMENT-1ST RESPOND			30.00				
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VISA-PW		05/14/2024	05/28/2024	2,112.69		0.00	Paid	Y
PW; PROFESSIONAL DEVELOPMENT-ARBORIST	CHOYT							04/30/2024
601-49400-50322	PW; UPS/WA SAMPLES			15.12				
101-43100-50208	Professional Development			295.00				
101-41910-50210	AC; TEMP FOOD LICENSE-OPEN HOUSE			98.00				
101-41910-50213	EMPLOYEE APPRECIATION PROGRAM-BREAKFAST			19.42				
101-41910-50213	EMPLOYEE APPRECIATION PROGRAM-BREAKFAST			185.48				
101-41910-50213	EMPLOYEE APPRECIATION PROGRAM-BREAKFAST			559.65				
101-43100-50220	PW; REPAIR/MAINT-SKID PRO			807.00				
101-43100-50208	PW; PROFESSIONAL DEVELOPMENT-STUDY GUIDE			133.02				
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VONCO II, LLC		05/14/2024	05/28/2024	1,019.12		1,019.12	Open	N
2024 STREET SWEEPING	CHOYT							05/12/2024
101-43100-50224	2024 STREET SWEEPING			1,019.12				
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XCEL ENERGY		05/13/2024	05/28/2024	1,673.03		0.00	Paid	Y
51-0013565432-4 WELLHOUSE; APR-MAY 2024	CHOYT							05/10/2024
601-49400-50381	51-0013565432-4 WELLHOUSE; APR-MAY 2024			1,673.03				
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XCEL ENERGY		05/13/2024	05/28/2024	32.03		0.00	Paid	Y
51-0014297205-1;U.PASS W/RH PKWY; APR-MAY	CHOYT							05/10/2024
101-43100-50230	51-0014297205-1;U.PASS W/RH PKWY; APR-MA			32.03				
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XCEL ENERGY		05/13/2024	05/28/2024	33.01		0.00	Paid	Y
51-0013211437-0;SDL TRAIL LIFT;APR-MAY 2024	CHOYT							05/10/2024
601-49400-50381	51-0013211437-0;SDL TRAIL LIFT;APR-MAY			33.01				
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XCEL ENERGY		05/13/2024	05/28/2024	104.29		0.00	Paid	Y
51-0011913119-1;LIFT CLOQUET;APR-MAY 2024	CHOYT							05/10/2024
602-49400-50381	51-0011913119-1;LIFT CLOQUET;APR-MAY			104.29				
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XCEL ENERGY		05/13/2024	05/28/2024	3,375.77		0.00	Paid	Y
51-0011857801-8;PD/PW BLDG; APR-MAY 2024	CHOYT							05/10/2024
101-42120-50381	51-0011857801-8;PD/PW BLDG; APR-MAY			1,687.88				

101-43100-50381	51-0011857801-8;PD/PW BLDG; APR-MAY			1,687.89			
XCEL ENERGY	05/13/2024	05/28/2024	25.83	0.00	Paid	Y	
51-0014444653-6; 146TH AVE S.LIGHTS APR-MA' CHOYT							05/10/2024
101-43100-50230	51-0014444653-6; 146TH AVE S.LIGHTS APR		25.83				
XCEL ENERGY	05/13/2024	05/28/2024	25.83	0.00	Paid	Y	
51-0014444656-9; CHESHIRE CT S.LIGHTS APR-I CHOYT							05/10/2024
101-43100-50230	51-0014444656-9; CHESHIRE CT S.LIGHTS		25.83				
XCEL ENERGY	05/13/2024	05/28/2024	36.81	0.00	Paid	Y	
51-0013923150-3;HOLLY LN; APR-MAY 2024 CHOYT							05/10/2024
101-43100-50230	51-0013923150-3;HOLLY LN; APR-MAY		36.81				
XCEL ENERGY	05/13/2024	05/28/2024	22.08	0.00	Paid	Y	
51-6970693-8 SHED; APR-MAY 2024 CHOYT							05/10/2024
101-45200-50381	51-6970693-8 SHED; APR-MAY 2024		22.08				
XCEL ENERGY	05/13/2024	05/28/2024	23.80	0.00	Paid	Y	
51-0014423188-8;146TH AVE ST LGT; APR-MAY 2 CHOYT							05/10/2024
101-43100-50230	51-0014423188-8;146TH AVE ST LGT; APR-MA		23.80				
XCEL ENERGY	05/13/2024	05/28/2024	73.65	0.00	Paid	Y	
51-0013433451-8;BROCKTON LGT; APR-MAY 20 CHOYT							05/10/2024
101-43100-50230	51-0013433451-8;BROCKTON LGT; APR		73.65				
XCEL ENERGY	05/13/2024	05/28/2024	29.51	0.00	Paid	Y	
51-0013985527-8; CHESHIRE LGT; APR-MAY 202 CHOYT							05/10/2024
101-43100-50230	51-0013985527-8; CHESHIRE LGT; APR-MAY		29.51				
XCEL ENERGY	05/13/2024	05/28/2024	30.80	0.00	Paid	Y	
51-5420841-2; APR 2024 CHOYT							05/03/2024
101-43100-50230	51-5420841-2; APR 2024		30.80				
XCEL ENERGY	05/13/2024	05/28/2024	936.33	0.00	Paid	Y	
51-6111142-2 ST LGT; 16471 S DIAMOND LK APR CHOYT							05/03/2024
101-43100-50230	51-6111142-2 ST LGT; 16471 S DIAMOND LK		936.33				

XCEL ENERGY	05/14/2024	05/28/2024	51.88	0.00	Paid	Y
51-0014473382-9 12000.5 W FRENCH LK	CHOYT					05/13/2024
459-43100-50300-2001	51-0014473382-9 12000.5 W FRENCH LK		51.88			

XCEL ENERGY	05/17/2024	05/28/2024	46.40	0.00	Paid	Y
51-0013348079-5; STEPHENS; APR-MAY 2024	CHOYT					05/16/2024
101-45200-50381	51-0013348079-5; STEPHENS; APR-MAY 2024		46.40			

XCEL ENERGY	05/17/2024	05/28/2024	0.15	0.00	Paid	Y
51-0014712973-2; 13160 SIREN; APR-MAY 2024	CHOYT					04/30/2024
101-42130-50381	51-0014712973-2; 13160 SIREN; APR-MAY 24		0.15			

XCEL ENERGY	05/22/2024	05/28/2024	21.90	21.90	Open	N
51-0012400696-3; RUSH CR; APR-MAY 2024	CHOYT					04/30/2024
101-45200-50381	51-0012400696-3; RUSH CR; APR-MAY 2024		21.90			

# of Invoices:	128 # Due: 86	Totals:	522,604.48	457,726.05		
# of Credit Memos:	0 # Due: 0	Totals:	0.00	0.00		
Net of Invoices and Credit Memos:			522,604.48	457,726.05		

* 2 Net Invoices have Credits Totalling:			(303.16)			

--- TOTALS BY FUND ---						
101 - GENERAL FUND			108,712.10	88,103.22		
226 - CABLE			600.00	600.00		
401 - CAPITAL EQUIPMENT			216,044.39	210,352.32		
408 - PARK TRAIL DEVELOPMENT			2,524.20	2,524.20		
410 - CAPITAL FACILITIES			875.20	875.20		
411 - DEVELOPER ESCROWS			30,540.43	30,540.43		
414 - PAVEMENT MANAGEMENT AND IMPROVEMENTS			41,240.20	41,240.20		
415 - STORMWATER			12,436.20	12,436.20		
459 - 2022 TIF STREET IMPROVEMENTS			4,329.20	4,277.32		
601 - WATER FUND			97,142.32	59,190.36		
602 - SEWER FUND			8,160.24	7,586.60		
--- TOTALS BY DEPT/ACTIVITY ---						
00000 -			27,181.98	22,888.89		

40500 - Charges for Service	10.00	10.00
41110 - Council	330.75	270.75
41120 - Committees-Commissions	100.00	100.00
41310 - Administration	138.41	150.00
41410 - Elections	43.99	0.00
41420 - City Clerk	935.50	875.50
41500 - Finance	1,499.19	449.74
41630 - Engineering Services	6,781.60	6,781.60
41640 - Legal Services	7,000.21	7,000.21
41650 - Recycling Services	4,273.37	4,273.37
41660 - Inspection Service	7,406.90	7,354.40
41710 - Plannning & Economic Dev	9,245.08	9,240.00
41810 - Central Services	3,243.84	2,123.39
41820 - Information Technology	1,518.15	621.70
41900 - General Govt	55,151.60	55,151.60
41910 - Activity Center	5,071.53	4,189.00
42120 - Patrol and Investigate	12,666.80	2,143.67
42130 - Emergency Mgmt	23.65	0.00
42140 - Animal Control	498.00	498.00
42260 - Fire Suppression	19,085.66	15,529.16
43100 - Public Works	264,483.04	259,427.26
45200 - Parks	2,205.89	1,187.05
45300 - Trail Development	2,524.20	2,524.20
49400 - Utilities	81,185.14	44,936.56
49999 - Contingency	10,000.00	10,000.00

RESOLUTION 24-2024

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

**A RESOLUTION APPROVING MEMBERSHIP IN THE HENNEPIN COUNTY FIRE
CHIEFS' ASSOCIATION, INC.**

WHEREAS, the Hennepin County Fire Chiefs Association (“HCFCA”) is an organization of fire departments and others in the fire service industry in Hennepin County whose purpose is to provide a forum to discuss and promote fire safety, to exchange ideas and search for solutions to fire safety and other emergency response problems, to conduct research, to facilitate educational programs, to promote legislation, and to promote the spirit of cooperation between fire departments or other emergency response organizations operating within Hennepin County, Minnesota; and

WHEREAS HCFCA was established as an association in 1961 but was not a formal corporate entity recognized by the Office of the Minnesota Secretary of State.

WHEREAS the City of Dayton Fire Department is currently a member of HCFCA.

WHEREAS, HCFCA’s membership and Board of Directors have determined that it is in the association's best interests to organize as a nonprofit corporation to formalize its operations and provide the option of applying for federal tax-exempt status.

WHEREAS, on January 8, 2024, the Hennepin County Fire Chiefs Association, Inc., was registered as a nonprofit corporation with the Office of the Minnesota Secretary of State.

WHEREAS Minnesota Statutes Section 471.96 provides authority for cities and counties “to appropriate necessary funds to provide the membership of their respective municipal corporations or political subdivisions respectively in county, regional, state, and national associations of a civic, educational, or governmental nature which have as their purpose the betterment and improvement of municipal government operations”; and

WHEREAS City of Dayton Fire Department membership in the HCFCA as a nonprofit organization will benefit the City of Dayton Fire Department and provide for improving City of Dayton Fire Department operations surrounding fire safety and emergency response.

NOW THEREFORE BE IT RESOLVED by the Dayton City Council as follows:

1. City of Dayton Fire Department membership in Hennepin County Fire Chiefs Association, Inc. is approved, and payment of annual membership dues is authorized.

2. Membership will be through the Fire Department, and Gary Hendrickson [Fire Chief or other employee] is designated as the City of Dayton Fire Department representative to HCFCA.

ADOPTED by the City of Dayton Fire Department on the 28th day of May 2024.

Mayor Dennis Fisher

ATTEST:

City Clerk Amy Benting

Motion made by Councilmember _____, Seconded by Councilmember _____
Motion Passed _____

ITEM:

Approval of Letter of Support for Purchase of PID 10-120-22-0003 by Three Rivers Park District

APPLICANT:

Kelly, Grissman, Three Rivers Park District

PREPARED BY:

Jon Sevald, Community Development Director

POLICY DECISION / ACTION TO BE CONSIDERED:

Consent for Three Rivers Park District's acquisition of land for the West Mississippi River Regional Trail.

BACKGROUND:

Three Rivers Park District adopted the West Mississippi River Regional Trail plan in 2016. The Plan includes Resolutions of support by applicable cities, including Dayton. Prior to land acquisitions for the trail, Three Rivers requires consent by the City to purchase land. Three Rivers has identified a vacant 5.4 acre parcel of land located at the northwest intersection of Dayton River Road and North Diamond Lake Road. The vacant parcel is on the Mississippi River backwaters across from Cloquet Island.

CRITICAL ISSUES:

N/A

COMMISSION REVIEW / ACTION (IF APPLICABLE):

N/A

RELATIONSHIP TO COUNCIL GOALS:

Preserving our Rural Character
Create a Sought After Community

BUDGET IMPACT:

None.

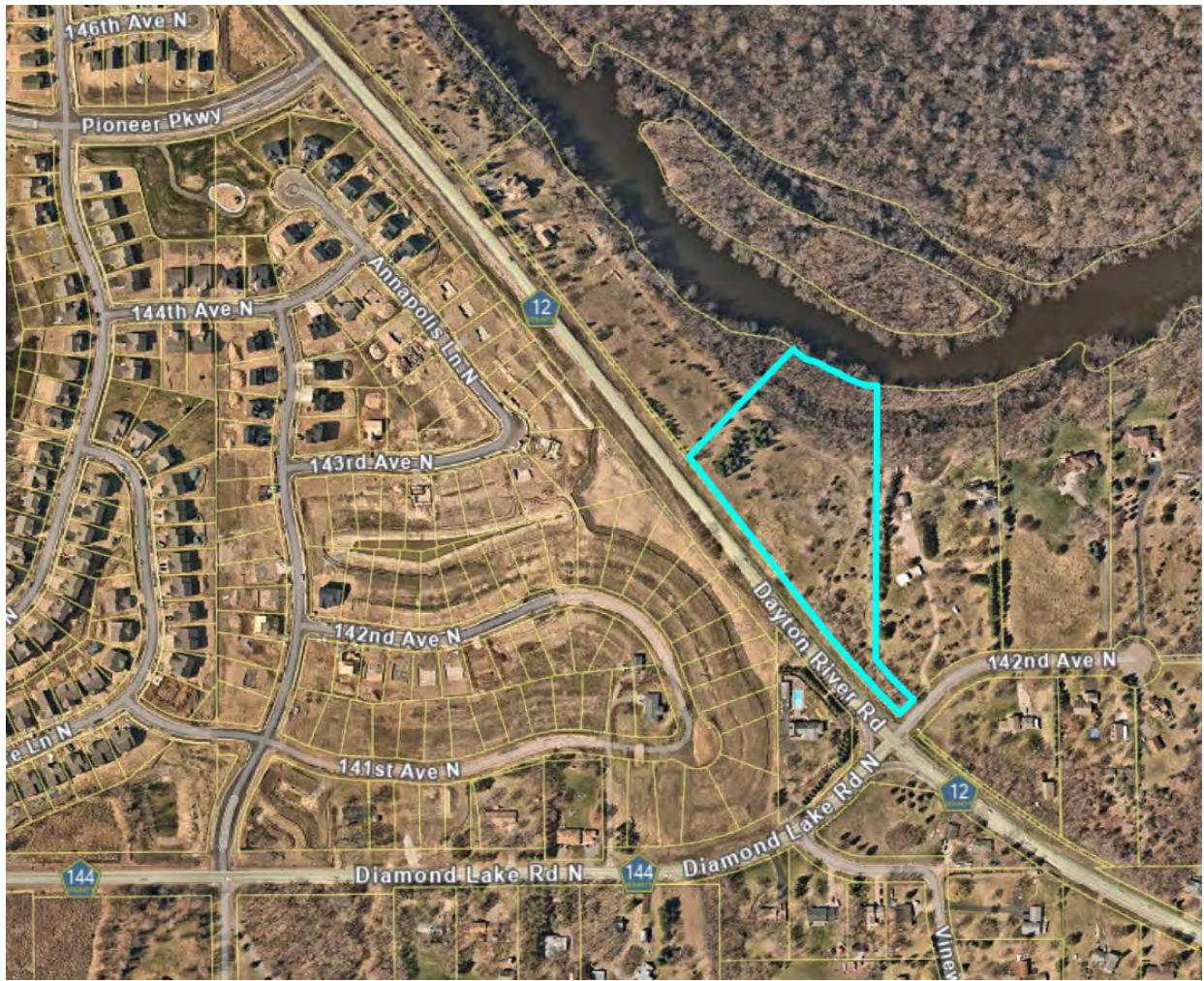
RECOMMENDATION:

Staff recommends approval.

ATTACHMENT(S):

Aerial Photo & Site Photo
West Mississippi River Regional Trail
Resolution 26-2024

AERIAL PHOTO & SITE PHOTO



Lot 3, Block 1, Bluffs of Berkshire, looking northwest from eastbound turn lane of Dayton River Road at North Diamond Lake Road intersection (photo May 21, 2024).

Source: Three Rivers Park District



CITY OF DAYTON

COUNTIES OF HENNEPIN AND WRIGHT

STATE OF MINNESOTA

RESOLUTION 26-2024

APPROVAL OF MUNICIPAL CONSENT FOR THE PURCHASE OF LAND BY THREE RIVERS PARK DISTRICT, PID 10-120-22-43-0003

WHEREAS, Three Rivers Park District has adopted the West Mississippi River Regional Trail Master Plan (WMRRT), which includes a planned regional trail along a 20-mile corridor of the Mississippi River between its confluence with the Crow River in Dayton, and Minneapolis Grand Rounds; and,

WHEREAS, the City of Dayton supports the acquisition, design, implementation, and operation of the West Mississippi River Regional Trail pursuant to the Master Plan (Resolution 23-2016); and,

WHEREAS, Three Rivers Park District has identified 5.4 acres of land for its acquisition from a willing seller located at, PID: 10-120-22-43-0003, legally described as Lot 3, Block 1 Bluffs of Berkshire; and,

WHEREAS, Three Rivers Park District is required to obtain municipal consent prior to acquiring land; and,

NOW, THEREFORE BE IT RESOLVED, the City of Dayton consents to the acquisition of land by Three Rivers Park District.

Adopted this 28th Day of May, 2024 by the Dayton City Council.

Mayor Dennis Fisher

ATTEST:

City Clerk Amy Benting

Motion by _____. Second by _____.
Motion Approved.

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

RESOLUTION NO. 29 - 2024

**RESOLUTION APPROVING
CORRECTION OF LEGAL DESCRIPTION OF CITY-OWNED PROPERTY**

WHEREAS, on October 12, 2015, the City of Dayton acquired certain real property located in the City of Dayton, County of Hennepin, State of Minnesota; and

WHEREAS, such conveyance was made by Warranty Deed to the City from The VF13 Group LLC, which Deed was filed of record in the Office of the Hennepin County Recorder on October 27, 2015, as Document No. A10251761; and

WHEREAS, the legal description of the property conveyed was as is set forth in **Exhibit A**, but that legal description contained a Scrivener's error that was later identified and is shown on **Exhibit A**; and

WHEREAS, such an error may be corrected by an Affidavit identifying and correcting the scrivener's error, and such an Affidavit has been prepared with the correct legal description, as is set forth on **Exhibit B**; and

WHEREAS, **Exhibit A** and **Exhibit B** are attached, and the same are incorporated into and made part of this Resolution.

NOW THEREFORE, be it resolved by the City Council of the City of Dayton, Minnesota, that the Affidavit is approved and shall be filed of record in the Office of the Hennepin County Recorder.

Adopted by the Dayton City Council this 28 day of May, 2024.

Dennis Fisher, Mayor

ATTEST:

Amy Benting, City Clerk

*Motion by Councilmember _____, Second by Councilmember _____.
The Motion passes.*

**EXHIBIT A
TO
RESOLUTION 29 - 2024**

Legal Description of the Parcel Acquired by the City in 2015 (Document No. A10251761)*

That part of Lot 3, Block 1, VF13 ADDITION, according to the plat recorded thereof, Hennepin County, Minnesota, which lies to the left of the following described line:

Commencing at the most southerly corner of said Lot 3; thence North 46 degrees 06 minutes 40 seconds West, along the southwest line of said Lot 3, a distance of 107.83 feet to the point of beginning of the line to be described; thence North 42 degrees 18 minutes 14 seconds West a distance of 795.56 feet; thence northwesterly 587.32 feet along a non-tangential curve concave to the northeast having a radius of 1332.00 feet, a central angle of 25 degrees 15 minutes 49 seconds, a chord bearing of North 29 degrees 39 minutes 44 seconds West and a chord length of 582.58 feet; thence North 17 degrees 01 minutes 50 seconds East*, tangent to last curve, a distance of 333.77 feet; thence North 24 degrees 22 minutes 23 seconds East a distance of 37.50 feet; thence North 65 degrees 46 minutes 36 seconds East a distance of 472.49 feet; thence North 69 degrees 29 minutes 52 seconds East a distance of 180.65 feet; thence northeasterly 263.34 feet along a non-tangential curve concave to the northwest having a radius of 765.00 feet. A central angle of 19 degrees 43 minutes 23 seconds, a chord bearing of North 54 degrees 22 minutes 30 seconds East and a chord length of 262.04 feet; thence South 86 degrees 40 minutes 48 seconds East, non tangent to last curve, a distance of 32.31 feet; thence 149.51 feet along a non-tangential curve concave to the southwest having a radius of 519.00 feet, a central angle of 16 degrees 30 minutes 19 seconds, a chord bearing of South 27 degrees 18 minutes 05 seconds East and a chord length of 148.99 feet; thence South 19 degrees 02 minutes 56 seconds East, tangent to last curve, a distance of 136.77 feet to the east line of said Lot 3 and there terminating.

*a Scrivener's error; this directional call should be "West"

**EXHIBIT B
TO
RESOLUTION 29 - 2024**

*Corrected Legal Description of the Parcel Acquired by the City in 2015
(correction in **bold underline**)*

That part of Lot 3, Block 1, VF13 ADDITION, according to the plat recorded thereof, Hennepin County, Minnesota, which lies to the left of the following described line:

Commencing at the most southerly corner of said Lot 3; thence North 46 degrees 06 minutes 40 seconds West, along the southwest line of said Lot 3, a distance of 107.83 feet to the point of beginning of the line to be described; thence North 42 degrees 18 minutes 14 seconds West a distance of 795.56 feet; thence northwesterly 587.32 feet along a non-tangential curve concave to the northeast having a radius of 1332.00 feet, a central angle of 25 degrees 15 minutes 49 seconds, a chord bearing of North 29 degrees 39 minutes 44 seconds West and a chord length of 582.58 feet; thence North 17 degrees 01 minutes 50 seconds **West**, tangent to last curve, a distance of 333.77 feet; thence North 24 degrees 22 minutes 23 seconds East a distance of 37.50 feet; thence North 65 degrees 46 minutes 36 seconds East a distance of 472.49 feet; thence North 69 degrees 29 minutes 52 seconds East a distance of 180.65 feet; thence northeasterly 263.34 feet along a non-tangential curve concave to the northwest having a radius of 765.00 feet. A central angle of 19 degrees 43 minutes 23 seconds, a chord bearing of North 54 degrees 22 minutes 30 seconds East and a chord length of 262.04 feet; thence South 86 degrees 40 minutes 48 seconds East, non tangent to last curve, a distance of 32.31 feet; thence 149.51 feet along a non-tangential curve concave to the southwest having a radius of 519.00 feet, a central angle of 16 degrees 30 minutes 19 seconds, a chord bearing of South 27 degrees 18 minutes 05 seconds East and a chord length of 148.99 feet; thence South 19 degrees 02 minutes 56 seconds East, tangent to last curve, a distance of 136.77 feet to the east line of said Lot 3 and there terminating.

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

RESOLUTION NO. 28- 2024

**RESOLUTION APPROVING
RELEASE OF CONDITIONS OF APPROVAL FOR VF13 ADDITION;
SUBDIVISION AGREEMENT FOR VF13 ADDITION;
RESOLUTION CANCELLING SPECIAL ASSESSMENT AND ADOPTING NEW
SPECIAL ASSESSMENT; SETTLEMENT AGREEMENT;
AND CONDITIONS OF APPROVAL AND DEVELOPER'S AGREEMENT
FOR RDO ADDITION**

THIS RELEASE is approved this 28 day of May, 2024, by the **CITY OF DAYTON**, a Minnesota municipal corporation ("City").

WHEREAS, on August 22, 2006, the City Council of the City of Dayton ("City Council") adopted Resolution 26-2006, **Granting Final Plat Approval for VF13 Addition and Placing Conditions on Future Permits for Development**, which was filed of record in the Office of the Hennepin County Recorder on September 27, 2006, as Document No. 8869614; and

WHEREAS, the VF13 Addition included three lots that were legally described as *Lots 1, 2, and 3, Block 1, VF13 ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota*; and

WHEREAS, Resolution 26-2006 imposed certain conditions of approval on all three Lots in the VF13 Addition, all of which conditions have been completed and satisfied, or have expired and no longer apply; and

WHEREAS, on August 22, 2006, the City Council, The VF13 Group LLC, and other parties entered into that certain **Subdivision Agreement** for the VF13 Addition, which was filed of record in the Office of the Hennepin County Recorder on September 27, 2006, as Document No. 8869616; and

WHEREAS, that Subdivision Agreement set forth the conditions imposed on development of the three Lots within the VF13 Addition, including utility and street improvements, special assessments for improvement costs, easements, park dedication, and other provisions, all of which have been completed and satisfied, or have expired and no longer apply; and

WHEREAS, on November 10, 2008, the City adopted Resolution 59-2008, **Cancelling Assessment Against Lot 3, Block 1, VF13 Addition and Adopting New Assessment Against Lot 3, Block 1 Addition SW Dayton Phase 1A Utility and Road Improvement Project**, which Resolution was filed of record in the Office of the Hennepin County Recorder on May 27, 2009, as Document No. A9367079; and

WHEREAS, that Resolution 59-2008 cancelled the special assessment that the City imposed on Lot 3, Block 1, VF13 Addition pursuant to Resolution 60-2007, and levied a new special assessment against that Lot, which new assessment has been paid in full; and

WHEREAS, on October 14, 2008, the City Council approved that certain **Settlement Agreement** between the City and The VF13 Group LLC, related to Hennepin County District Court File No. 27-CV-07-24229, in settlement of The VF13 Group LLC's challenge of the special assessment levied against Lot 3 by the City on October 11, 2007, pursuant to Resolution 60-2007; and

WHEREAS, that Settlement Agreement was filed of record in the Office of the Hennepin County Recorder on May 27, 2009, as Document No. A9367080; and

WHEREAS, the terms, conditions, and obligations of that Settlement Agreement have been completed and satisfied; and

WHEREAS, on October 12, 2015, The VF13 Group LLC conveyed to the City by Warranty Deed a part of the land that was previously platted as Lot 3, Block 1, VF13 Addition, which Deed was filed of record in the Office of the Hennepin County Recorder on October 27, 2015, as Document No. A10251761; and

WHEREAS, the land that was conveyed by that Warranty Deed was legally described as set forth on **Exhibit A**, and was acquired by the City pursuant to a **Purchase Agreement in Lieu of Condemnation**, a **Memorandum** of which was filed of record in the Office of the Hennepin County Recorder on October 27, 2015, as Document No. A10251762; and

WHEREAS, the legal description of that Warranty Deed contained a Scrivener's error, as is indicated on **Exhibit A**, and the legal description set forth in **Exhibit A** to this Resolution is the true and correct legal description for the property acquired by the City pursuant to the Warranty Deed (Document No. A10251761); and

WHEREAS, upon such conveyance to the City, the remaining part of the land that was previously platted as Lot 3, Block 1, VF13 Addition remained in the ownership of The VF13 Group LLC; and

WHEREAS, the terms, conditions, and obligations of the Purchase Agreement in Lieu of Condemnation between the City and The VF13 Group LLC, as summarized in the recorded Memorandum of Purchase Agreement in Lieu of Condemnation, have been completed and satisfied; and

WHEREAS, on May 9, 2017, the City Council adopted Resolution 11-2017, **Granting Preliminary and Final Plat Approval for RDO Addition, Rezoning to Business Park, Planned Unit Development and Approval of a Final Development Plan Planned Unit Development**, which was filed of record in the Office of the Hennepin County Recorder on May 22, 2018, as Document No. A10555241; and

WHEREAS, Resolution 11-2017 set forth the conditions of approval for the Final Plat of the RDO Addition, which Final Plat included the land that was legally described as set forth on **Exhibit B**; and

WHEREAS, in addition to setting forth the conditions of approval for the Final Plat of the RDO Addition, Resolution 11-2017 included the requirement that Developer Proffutt Limited Partnership enter into a Developer's Agreement related to the new RDO Addition, which Developer's Agreement was executed on April 30, 2018, by the City and Developer Proffutt Limited Partnership; and

WHEREAS, that executed Developer's Agreement was attached to and recorded with Resolution 11-2017 on May 22, 2018, collectively, as Document No. A10555241; and

WHEREAS, as related to the land legally described on **Exhibit B**, the conditions of approval of the Final Plat of the RDO Addition, and the terms, conditions, and obligations of the Developer's Agreement between the City and Proffutt Limited Partnership have all been completed and satisfied; and

WHEREAS, PROffutt, LLC, a Minnesota limited liability company, successor by conversion to PROffutt Limited Partnership is preparing to convey the property that is legally described as set forth in **Exhibit C**, which currently subject to the documents set forth above, recorded as Document Nos. 8869614, 8869616, A9367079, A9367080, A10251762, and A10555241, respectively.

WHEREAS, **Exhibit A**, **Exhibit B**, and **Exhibit C** are attached, and the same are incorporated into and made part of this Resolution.

NOW THEREFORE, be it resolved by the City Council of the City of Dayton, Minnesota, that the property that is legally described on **Exhibit A, Exhibit B, and Exhibit C** are released and discharged from the conditions and obligations of each of the following:

1. Resolution 26-2006, Granting Final Plat Approval for VF13 Addition and Placing Conditions on Future Permits for Development, which was filed of record in the Office of the Hennepin County Recorder on September 27, 2006, as **Document No. 8869614**;
2. Subdivision Agreement for the VF13 Addition, which was filed of record in the Office of the Hennepin County Recorder on September 27, 2006, as **Document No. 8869616**;
3. Resolution 59-2008, Cancelling Assessment Against Lot 3, Block 1, VF13 Addition and Adopting New Assessment Against Lot 3, Block 1 Addition SW Dayton Phase 1A Utility and Road Improvement Project, which was filed of record in the Office of the Hennepin County Recorder on May 27, 2009, as **Document No. A9367079**;
4. Settlement Agreement between the City and The VF13 Group LLC, related to Hennepin County District Court File No. 27-CV-07-24229, which was filed of record in the Office of the Hennepin County Recorder on May 27, 2009, as **Document No. A9367080**;

5. Purchase Agreement in Lieu of Condemnation/Memorandum, which was filed of record in the Office of the Hennepin County Recorder on October 27, 2015, as **Document No. A10251762**; and
6. Resolution 11-2017, Granting Preliminary and Final Plat Approval for RDO Addition, Rezoning to Business Park, Planned Unit Development and Approval of a Final Development Plan Planned Unit Development, together with that certain Developer's Agreement dated April 30, 2018, which were filed of record in the Office of the Hennepin County Recorder on May 22, 2018, collectively as **Document No. A10555241**.

AND BE IT FURTHER RESOLVED, that this Resolution shall be filed of record in the Office of the Hennepin County Recorder within 30 days of its adoption. Failure to record this Resolution within 30 days of its adoption shall render the Release of the enumerated documents null and void, and of no further effect.

Adopted by the Dayton City Council this 28 day of May, 2024.

Dennis Fisher, Mayor

ATTEST:

Amy Benting, City Clerk

*Motion by Councilmember _____, Second by Councilmember _____.
The Motion passes.*

**EXHIBIT A
TO
RESOLUTION 28 - 2024**

Legal Description of the Parcel Acquired by the City in 2015 (Document No. A10251761)*

That part of Lot 3, Block 1, VF13 ADDITION, according to the plat recorded thereof, Hennepin County, Minnesota, which lies to the left of the following described line:

Commencing at the most southerly corner of said Lot 3; thence North 46 degrees 06 minutes 40 seconds West, along the southwest line of said Lot 3, a distance of 107.83 feet to the point of beginning of the line to be described; thence North 42 degrees 18 minutes 14 seconds West a distance of 795.56 feet; thence northwesterly 587.32 feet along a non-tangential curve concave to the northeast having a radius of 1332.00 feet, a central angle of 25 degrees 15 minutes 49 seconds, a chord bearing of North 29 degrees 39 minutes 44 seconds West and a chord length of 582.58 feet; thence North 17 degrees 01 minutes 50 seconds West*, tangent to last curve, a distance of 333.77 feet; thence North 24 degrees 22 minutes 23 seconds East a distance of 37.50 feet; thence North 65 degrees 46 minutes 36 seconds East a distance of 472.49 feet; thence North 69 degrees 29 minutes 52 seconds East a distance of 180.65 feet; thence northeasterly 263.34 feet along a non-tangential curve concave to the northwest having a radius of 765.00 feet. A central angle of 19 degrees 43 minutes 23 seconds, a chord bearing of North 54 degrees 22 minutes 30 seconds East and a chord length of 262.04 feet; thence South 86 degrees 40 minutes 48 seconds East, non tangent to last curve, a distance of 32.31 feet; thence 149.51 feet along a non-tangential curve concave to the southwest having a radius of 519.00 feet, a central angle of 16 degrees 30 minutes 19 seconds, a chord bearing of South 27 degrees 18 minutes 05 seconds East and a chord length of 148.99 feet; thence South 19 degrees 02 minutes 56 seconds East, tangent to last curve, a distance of 136.77 feet to the east line of said Lot 3 and there terminating.

*a Scrivener's error originally indicated "East" for this directional call

EXHIBIT B
TO
RESOLUTION 28 - 2024

*Legal Description of the Land Included in the Final Plat of the RDO Addition
(Approving Resolution Recorded as Document No. A10555241)*

That part of Lot 3, Block 1, VF13 ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota, described as follows:

Beginning at the most southerly corner of said Lot 3; thence North 46 degrees 06 minutes 40 seconds West, along the southwesterly line of said Lot 3, a distance of 107.83 feet; thence North 42 degrees 18 minutes 14 seconds West a distance of 795.56 feet; thence northwesterly 587.32 feet along a non-tangential curve concave to the northeast having a radius of 1332.00 feet, a central angle of 25 degrees 15 minutes 49 seconds, a chord bearing of North 29 degrees 39 minutes 44 seconds West and a chord length of 582.58 feet; thence North 17 degrees 01 minutes 50 seconds East, tangent to last curve, a distance of 333.77 feet; thence North 24 degrees 22 minutes 23 seconds East a distance of 37.50 feet; thence North 65 degrees 46 minutes 36 seconds East a distance of 472.49 feet; thence North 69 degrees 29 minutes 52 seconds East a distance of 180.65 feet; thence northeasterly 263.34 feet along a non-tangential curve concave to the northwest having a radius of 765.00 feet, a central angle of 19 degrees 43 minutes 23 seconds, a chord bearing of North 54 degrees 22 minutes 30 seconds East and a chord length of 262.04 feet; thence South 86 degrees 40 minutes 48 seconds East, not tangent to last curve, a distance of 32.31 feet; thence 149.51 feet along a non-tangential curve concave to the southwest having a radius of 519.00 feet, a central angle of 16 degrees 30 minutes 19 seconds, a chord bearing of South 27 degrees 18 minutes 05 seconds East and a chord length of 148.99 feet; thence South 19 degrees 02 minutes 56 seconds East, tangent to last curve, a distance of 136.77 feet to the easterly line of said Lot 3; thence South 00 degrees 41 minutes 19 seconds West, along the easterly line of said Lot 3, for a distance of 32.88 feet; thence South 01 degree 13 minutes 14 seconds East, along the easterly line of said Lot 3, for a distance of 375.21 feet; thence South 00 degrees 41 minutes 19 seconds West, along the easterly line of said Lot 3, for a distance of 269.84 feet; thence southerly 213.20 feet, along the easterly line of said Lot 3 and along a tangential curve concave to the east having a radius of 683.00 feet, and a central angle of 17 degrees 53 minutes 06 seconds; thence South 00 degrees 41 minutes 19 seconds West, along the easterly line of said Lot 3, for a distance of 780.98 feet to the point of beginning.

Said tract contains 25.84 acres, more or less, and is subject to easements as may be of record.

**EXHIBIT C
TO
RESOLUTION 28 - 2024**

Legal Description of the Property to be Conveyed by PROffutt, LLC

That part of Lot 3, Block 1, VF13 ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota, described as follows:

Commencing at the most southerly corner of Lot 1, Block 1, RDO Addition, City of Dayton, Hennepin County, Minnesota; thence North 46°06'40" West, along the southwest line of said Lot 1, a distance of 107.83 feet; thence North 42°18'14" West a distance of 795.56 feet; thence northwesterly 337.99 feet along the southwest line of said Lot 1 and a non-tangential curve concave to the northeast having a radius of 1332.00 feet, a central angle of 14°32'18", a chord bearing of North 35°01'30" West and a chord length of 337.08 feet, to the northwest corner of said Lot 1 and the true point of beginning; thence continue along said curve for a distance of 249.33 feet, a central angle of 10°43'31", a chord bearing of North 22°23'35" West and a chord length of 248.97 feet; thence North 17°01'50" West, tangent to last curve, a distance of 289.30 feet; thence North 45°32'46" East a distance of 199.32 feet; thence North 65°46'36" East a distance of 319.16 feet; thence North 69°29'52" East a distance of 180.65 feet; thence northeasterly 263.34 feet along a non-tangential curve concave to the northwest having a radius of 765.00 feet, a central angle of 19°43'23", a chord bearing of North 54°22'30" East and a chord length of 262.04 feet; thence South 86°40'48" East, not tangent to last curve, a distance of 32.31 feet; thence southeasterly 149.51 feet along a non-tangential curve concave to the southwest having a radius of 519.00 feet, a central angle of 16°30'19", a chord bearing of South 27°18'06" East and a chord length of 148.99 feet; thence South 19°02'56" East, tangent to last curve, a distance of 136.77 feet to the east line of said Lot 3; thence South 00°41'19" West, along the east line of said Lot 3, for a distance of 32.88 feet; thence South 01°13'14" East, along the east line of said Lot 3, for a distance of 285.06 feet to the northeast corner of said RDO Addition; thence South 88°46'46" West, along the northerly line of said RDO Addition, for a distance of 413.03 feet to a tangential curve concave to the northeast having a radius of 20.00 feet; thence westerly and northwesterly a distance of 26.36 feet, along the northerly line of said RDO Addition and along said curve, a central angle of 75°31'21", to chord bearing of North 53°27'34" West and a chord length of 24.49 feet to a curve concave to the southeast having a radius of 60.00 feet; thence northwesterly, westerly, southwesterly, southerly, and southeasterly, along the northerly line of said RDO Addition and along said curve, for a distance of 233.45 feet, a central angle of 222°55'49", a chord bearing of South 52°50'12" West and a chord length of 111.68 feet to the northwest corner of said Lot 1; thence South 37°08'43" West, not tangent to last curve and along the northwesterly line of said Lot 1, for a distance of 439.28 feet to the true point of beginning.

(abstract property)

ITEM:

Approval of Liquor Licenses for 2024-2025

PREPARED BY:

Amy Benting, City Clerk

POLICY DECISION / ACTION TO BE CONSIDERED:

Approval of annual liquor licenses

BACKGROUND:

Once all required fees have been paid. Total collected will be \$10,255.00

The City has received annual liquor licenses application for the following businesses:

Dayton Gas Stop- 3.2 Off-Sale Beer

Dayton Wine and Spirits- Off-Sale Liquor

Daytona Golf- On-Sale and Sunday

Dehn's County Manor- 3.2 Beer On-Sale and Wine and set up license.

Sundance Entertainment- On-Sale/ Off-Sale and Sunday

Dayton Bar and Grill- On-Sale and Sunday

Kwik Trip- Off Sale

CRITICAL ISSUES:

There are no outstanding issues.

RECOMMENDATION:

Approval of the annual liquor licenses once paperwork and fees are submitted.

ATTACHMENTS:

None

ITEM:

Approval of Assessment Services with Hennepin County

PREPARED BY:

Zach Doud, City Administrator

POLICY DECISION / ACTION TO BE CONSIDERED:

Approval of Assessment Services Agreement

BACKGROUND:

The City of Dayton utilizes Hennepin County for assessment services annually. The contract was due to expire this year (2024) and Hennepin County needed to agree to a starting point before the City of Dayton could begin negotiations of contract price. Hennepin County approved on May 14, 2024 that they are no longer going to charge for these services. Due to there being no charge for these services that is passed onto communities with a population of less than 30,000, there is no set date that this contract expires. If there is a renegotiation by Hennepin County for charging these communities again, Hennepin County would need to renegotiate with city's prior to the budget process for the following year.

With the above information, the City Council needs to approve the Assessment Services Agreement and assign the City Administrator to sign the agreement on behalf of the City of Dayton.

ACTION:

Approval of the Assessment Services Agreement with Hennepin County

ATTACHMENT(S):

Assessment Services Agreement

JOINT POWERS AGREEMENT FOR ASSESSMENT SERVICES

THIS JOINT POWERS AGREEMENT (“Agreement”) is made and entered into by and between the County of Hennepin, a body politic and corporate under the laws of the State of Minnesota (the “County”), and Dayton (the “City”).

RECITALS

1. WHEREAS, Pursuant to Minn. Stat. § 471.59, subdivision 1, the parties to this Agreement agree to exercise certain powers on behalf of the other or to cooperate with respect to their powers, to the extent and according to the terms provided herein;
2. WHEREAS, Minnesota Statutes Section 273.072 authorizes the County and any city or town lying wholly or partially within the County of Hennepin and constituting a separate assessment district to enter into an agreement, pursuant to Minnesota Statutes Section 471.59, for the provision of assessment services in the city or town by the county assessor;
3. WHEREAS, the City lies wholly or partially within the County of Hennepin and constitutes a separate assessment district;
4. WHEREAS, the City desires the County to perform property tax assessments on behalf of the City;
5. WHEREAS, the City is willing to share all information, records, data, reports, etc., necessary to allow the County to carry out its responsibilities under this agreement;
6. WHEREAS, the County is willing to cooperate with the City by completing property tax assessments in a proper manner; and

NOW, THEREFORE, for mutual consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

AGREEMENT

1. **Recitals.** The foregoing recitals are incorporated in this Agreement.
2. **Purpose.** This Agreement describes the duties and responsibilities of each of the parties related to the provision of assessment services to the City by the County.
3. **Indefinite Term.** This Agreement shall become effective on the Effective Date and shall, unless otherwise terminated in accordance with the provisions hereof, continue in effect for an indefinite term of years.
4. **Termination.** This Agreement may be terminated by either party, with or without cause, upon ninety (90) days’ written notice.

5. County Responsibilities.

- 5.1 The County shall perform property assessments for the City in accordance with property assessment procedures and practices established and observed by the County, the validity and reasonableness of which are hereby acknowledged and approved by the City. Any such practices and procedures may be changed from time to time, by the County in its sole judgment, when good and efficient assessment procedures so require. Property assessments by the County shall be composed of those assessment services pursuant to Minnesota Law.

6. City Responsibilities:

- 6.1 The City shall provide to the County, at no cost, all information, records, data, reports, etc., necessary to allow the County to carry out its responsibilities hereunder, and the City agrees to cooperate in good faith with the County in carrying out the work under this Agreement.
- 6.2 The City shall provide to the County, at no cost, office space, office furniture, and personnel required by the County, as specifically set forth in Exhibit A, attached hereto and made a part hereof by this reference.

7. Non-Discrimination. In accordance with Hennepin County Affirmative Action Policy and the County Commissioners' policies against discrimination, no person shall be excluded from full employment rights or participation in or the benefits of any program, service or activity on the grounds of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, ex-offender status or national origin; and no person who is protected by applicable Federal or State laws, rules and regulations against discrimination shall be otherwise subjected to discrimination.

8. Independent Contractor. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of joint venturers or co-partners between the parties hereto or as constituting the City as the agent, representative or employee of the City for any purpose or in any manner whatsoever. Any and all personnel of City or other persons, while engaged in the performance of any activity under this Agreement, shall have no contractual relationship with the County and shall not be considered employees of the County and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the City, its officers, agents, City or employees shall in no way be the responsibility of the County, and City shall defend, indemnify and hold the County, its officials, officers, agents, employees and duly authorized volunteers harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the County, including, without limitation, tenure

rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Re-employment Compensation, disability, severance pay and retirement benefits.

9. Indemnification.

9.1 City: The City agrees that it will defend, indemnify and hold the County, its elected officials, officers, agents, employees and duly authorized volunteers harmless from any and all liability (statutory or otherwise) claims, suits, damages, judgments, interest, costs or expenses (including reasonable attorney's fees, witness fees and disbursements incurred in the defense thereof) resulting from or caused by the negligent or intentional acts or omissions of the City, its officers, agents, contractors, employees or duly authorized volunteers in the performance of the responsibilities provided by this Agreement. The City's liability shall be governed by Minn. Stat. Chapter 466 and other applicable law, rule and regulation, including common law.

9.2 County: The County agrees that it will defend, indemnify and hold the City, its elected officials, officers, agents, employees and duly authorized volunteers harmless from any and all liability (statutory or otherwise) claims, suits, damages, judgments, interest, costs or expenses (including reasonable attorney's fees, witness fees and disbursements incurred in the defense thereof) resulting from or caused by the negligent or intentional acts or omissions of the County, its officers, agents, contractors, employees or duly authorized volunteers in the performance of the responsibilities provided by this Agreement. The County's liability shall be governed by Minn. Stat. Chapter 466 and other applicable law, rule and regulation, including common law.

10. Limitation of Liability. The County shall endeavor to perform all services called for herein in an efficient manner. The sole and exclusive remedy for any breach of this Agreement by the County and for County's liability of any kind whatsoever, including but not limited to liability arising out of, resulting from or in any manner related to contract, tort, warranty, statute or otherwise, shall be limited to correcting diligently any deficiency in said services as is reasonably possible under the pertinent circumstances.

11. Dispute Resolution. The parties will use a dispute resolution process for any unresolved dispute between the parties before exercising any legal remedies. The dispute resolution process is a three-level dispute resolution ladder that escalates a dispute from the project management level through the executive management level. At each level of the dispute resolution process, the parties' representatives will meet and explore resolution until either party determines that effective resolution is not possible at the current level and notifies the other party that the process is elevated to the next level. The parties designate the following dispute resolution representatives: *County Assessor, Assistant County Administrator Resident Services, County Administrator.*

The parties will complete the dispute resolution process in good faith before resorting to any other legal process or remedy.

- 12. Force Majeure.** If a force majeure event occurs, neither party is responsible for a failure to perform or a delay in performance due to the force majeure event. A force majeure event is an event beyond a party's reasonable control, such as unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.
- 13. Records.** All records kept by the County and Council with respect to the Combined Project are subject to examination by representatives of each party. All data collected, created, received, maintained or disseminated for any purpose by the County and Council under this Agreement are governed by Minnesota Statutes, Chapter 13 ("Act"), and the Minnesota Rules implementing the Act.
- 14. Audit.** Under Minnesota Statutes, Section 16C.05, subdivision 5, the parties agree that the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by either party and the state auditor or legislative auditor, as appropriate, for at least six years from the end of this Agreement.
- 15. Notice.** Any notice or demand, which may or must be given or made by a party hereto, under the terms of this Agreement or any statute or ordinance, shall be in writing and shall be sent registered or certified mail to the other party addressed as follows:

TO CITY: City Administrator
City of Dayton
12260 S Diamond Lake Rd
Dayton, MN 55327

TO COUNTY: Hennepin County Administrator
2300A Government Center
Minneapolis, MN 55487

copies to: County Assessor
Hennepin County
2103A Government Center
Minneapolis, MN 55487

Any party may designate a different addressee or address at any time by giving written notice thereof as above provided. Any notice, if mailed, properly addressed, postage prepaid, registered or certified mail, shall be deemed dispatched on the registered date or that stamped on the certified mail receipt and shall be deemed received within the second business day thereafter or when it is actually received, whichever is sooner. Any notice delivered by hand shall be deemed received upon actual delivery.

- 16. Amendment.** Any modifications to this Agreement will be in writing as a formal amendment.

- 17. Entire Agreement.** This Agreement is the entire agreement between the parties and supersedes all oral agreements and negotiations between the parties relating to this Agreement. All exhibits and attachments to this Agreement are incorporated into the Agreement. If there is a conflict between the terms of this Agreement and any of the exhibits the Agreement governs.
- 18. Severability.** The provisions of this Agreement are severable. If a court finds any part of this Agreement void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Agreement. A waiver by a party of any part of this Agreement is not a waiver of any other part of the Agreement or of a future breach of the Agreement.
- 19. Counterparts.** This Agreement may be executed in multiple counterparts, all of which when taken together shall compromise one agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission or electronic transmission (e.g., 'pdf' or 'tif') shall be effective as delivery of a manually executed counterpart of this Agreement.
- 20. Effective Date.** This Agreement will be effective when all parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature). Each party is signing this Agreement on the date stated below that party's signature.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

COUNTY BOARD AUTHORIZATION

Reviewed by the County Attorney's
Office

Assistant County Attorney

Date: _____

COUNTY OF HENNEPIN
STATE OF MINNESOTA

By: _____
Chair of Its County Board

ATTEST: _____
Deputy/Clerk of County Board

Date: _____

By: _____
County Administrator

Date: _____

By: _____
Assistant County Administrator
- Residential Services

Date: _____

Recommended for Approval

By: _____
County Assessor/Director,
County Assessor Department

CITY OF DAYTON
STATE OF MINNESOTA

By: _____
City Administrator

ATTEST: _____
Assistant City Administrator

Date: _____

EXHIBIT A
(Assessment Services – City of Dayton)

During the contract term, the City shall:

1. The CITY agrees to furnish, without charge, secured office space as needed by the COUNTY at appropriate places in the CITY's offices. Such office space shall be sufficient in size to accommodate reasonably one (1) appraiser and any furniture placed therein. The office space shall be available for the COUNTY's use upon request during typical business hours, and during all such hours the COUNTY shall be provided with levels of heat, air conditioning and ventilation as are appropriate for the seasons.

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

**RESOLUTION 22-2024
RESOLUTION ACCEPTING GIFT CARD DONATIONS FROM USA
INFLATABLES.**

WHEREAS, The City of Dayton is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens, and is specifically authorized to accept gifts and bequests for the benefit of its citizens; and

WHEREAS, Kurt at USA inflatables donor has offered to contribute three, \$50 gift cards to be used for City event giveaways and winnings to support the community they serve; and

WHEREAS, All such donations have been contributed to assist the city in the engagement of residents and operation of recreational events and programs either alone or in cooperation with others, as allowed by law; and

WHEREAS, The City Council finds that it is appropriate to accept the donations offered.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL THE CITY OF DAYTON, MINNESOTA, AS FOLLOWS:

1. The donations described above are accepted and shall be used to award the winners of future giveaways and competitions at city events, programs, and activities.
2. The City Clerk is hereby directed to issue receipts to each donor acknowledging the city's receipt of the donor's donation.

Adopted by the City Council of the City of Dayton on March 28, 2024.

Mayor – Dennis Fisher

Clerk – Amy Benting

PRESENTER: Marty Farrell

ITEM: Acceptance of Tree Donation from Laurel Tree Farms

PREPARED BY: Marty Farrell

POLICY DECISION / ACTION TO BE CONSIDERED: Accepting a tree donation from Laurel Tree Farms for Open House Event

BACKGROUND: The City Tree Inspector contacted Laurel Tree Farm to see if they would donate two trees as a giveaway for the Annual City Open House event. Laurel Tree Farms agreed and provided 2 Princeton Elm University of Minnesota Disease Resistant Hybrids. The original cost of trees is \$299 per tree.

CRITICAL ISSUES: N/A

BUDGET IMPACT: Donation

RECOMMENDATION: Accept donation of two trees from Laurel Tree Farms

ATTACHMENT(S): N/A

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

**RESOLUTION 23-2024
RESOLUTION ACCEPTING TREE DONATION FROM LAUREL TREE
FARMS.**

WHEREAS, The City of Dayton is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens, and is specifically authorized to accept gifts and bequests for the benefit of its citizens; and

WHEREAS, Roxy at Laurel Tree Farms has offered to contribute two Princeton Elm Trees University of Minnesota Disease Resistant Hybrids Valued at \$299.00 per tree as a giveaway for the Dayton Annual Open House Event; and

WHEREAS, All such donations have been contributed to assist the city in the engagement of residents and operation of recreational events and programs either alone or in cooperation with others, as allowed by law; and

WHEREAS, The City Council finds that it is appropriate to accept the donations offered.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL THE CITY OF DAYTON, MINNESOTA, AS FOLLOWS:

1. The donations described above are accepted and shall be used to award the winners of the Annual Open House Event.
2. The City Clerk is hereby directed to issue receipts to each donor acknowledging the city's receipt of the donor's donation.

Adopted by the City Council of the City of Dayton on May 28, 2024.

Mayor – Dennis Fisher

Clerk – Amy Benting

In response to City Council's discussion surrounding a part time employee's ability to serve as Councilmember or Mayor of Dayton Minnesota. My comments are as follows:

I do not believe that a conflict of interest exists with part time employees serving on the City Council or as Mayor.

During the May 14th Council meeting, my position as a council member and as a part time volunteer firefighter was the main topic of discussion. Accusations of a bias and influence on my ideas and vote were also in question.

I don't believe that my service and employment in the fire department introduces a conflict of interest regarding my elected council position. To start I would like to point out that my vote is one of 5 total. I believe this acts as an equalizer for any illusion of a bias toward the fire department or public services in general. Historically I have followed all state statutes and local ordinances. I have not voted on any topic that directly monetarily benefited me or my family. Including wage increases, dollars allocated from the state for the relief association, or city contributions to the relief association. In addition, I have abstained from voting on items that would seem controversial even though not required to, for example, the hiring of the fire chief.

During the meeting it was also suggested that my voting is aligned with Fire Chief Gary Hendrickson and void any of my own opinions or views. I would like to point out that I have been forward and ran most of my campaign for my council position back in 2020 on a strong support for all public service departments. Although there seems to be a false perception of a blind following, I can assure that although my ideas align with a growth in public services that matches the growth the community is experiencing, that idea is mine and was formed long before the current Chief held his position with the City of Dayton.

I ran my campaign on a lot of things, the things that I believed in and the things I thought my community believed in. They are no different than the motives of any other citizens running for a similar position. They all ran on the topics, events, or ideas that they believed in. My passion for the fire department isn't unlike a passion for parks, trails, or outdoor spaces, for large community events like Dayton Heritage Days, the ability to run a business and live in the same community.

We would all be naïve to think that our own visions for what Dayton can be doesn't drive the decisions we make on council. In fact, it is those exact visions that led the community to choose us to represent them. We were elected based on what we had to offer the residents and how closely our vision represented their own. My strong support of police, fire, and public works is one of the reasons I believe I was elected back in 2020.

We are all influenced by conversations, experiences both personal and professional, or the viewpoints of others. That is why we have discussions before voting, to get other viewpoints we may not have considered previously.

In closing, my service to the fire department as a part time employee is no more a conflict of interest than a passion for any other aspect of the city or anybody with a vision for Dayton.

Travis Henderson

ITEM:

Kwik Trip 1187

APPLICANT/PRESENTERS:

Dean George, Kwik Trip

PREPARED BY:

Jon Sevald, Community Development Director

POLICY DECISION / ACTION TO BE CONSIDERED:

Recommend Approval of:

1. Zoning Map Amendment, from B-P Business Park to B-3 General Business District
2. Preliminary / Final Plat of Kwik Trip 1187
3. Conditional Use Permit for a Motor Fuel Station
4. Site Plan

BACKGROUND/OVERVIEW:

Kwik Trip is proposing a gas station with semi-truck parking, operating 24-hours per day. The project was previously proposed in 2021 and denied. It was the Council's opinion that a gas station & truck stop was not the highest and best use. Since 2021, there has not been much interest in this site other than for industrial uses and gas stations.

Zoning Map Amendment

The Applicant propose to rezone the property from B-P Business Park to B-3 General Business. Motor Fuel Stations are a Conditional Use (CUP) in the B-3 district.¹ The intent of the B-3 district *"is to provide for the establishment of areas devoted to high intensity retailing and service activity primarily oriented toward motorists and requiring higher volumes of traffic and visibility from major roads. Uses will serve a City-wide and multi-community consumer market."*²

The 2040 Comprehensive Plan guides the property as both Commercial (east) and Industrial (west), assuming this parcel would be subdivided into multiple lots. "Gas Stations" are among uses intended in Commercial areas. "Automotive" are among uses intended in Industrial areas. It would be "cleaner" if the Future Land Use Map were amended from Industrial to Commercial, but it is not critical. Staff's recommendation is to leave it as-is, and address this in the 2050 Comprehensive Plan.

Preliminary/Final Plat

Minimum Requirements ³	Required	Proposed
Lot Size	1 acre	10.27 acres
Lot Width	150'	500'+
Lot Depth	150'	300'+

¹ City Code 1001.061, Subd 3(4)(a); *Conditional uses; (a) Any conditional use allowed in the B-1 and B-2 Districts.* Motor Fuel Stations and Car Wash are a Conditional Use in the B-2 Neighborhood District.

² City Code 1001.061, Subd 3(1) (General Business District; Intent)

³ City Code 1001.061, Subd 3(6) (Lot Area....)

Maximum impervious surface		80%	55%
Maximum building footprint coverage		50%	32%
Structure height		45'	24'
Building	Front setback	40'	253'-6"
	Side setback	25'	N/A
	Side (street) setback	25'	101'
	Rear setback	25'	118'
Parking	Front/Side/Rear (street)	20'	15.4'
	Side Interior	10'	N/A
	Rear yard	10'	22'
Fuel Canopy ⁴	Front/Side/Rear	30'	110'
Parking stalls ⁵		31	100 ⁶

The revised plan (May 21, 2024) extended parking alongside the building, encroaching into the 20' parking lot setback from Holly Lane. The plan needs to be adjusted, likely reducing one parking stall.

Conditional Use Permit

A Motor Fuel Station requires a CUP in the B-3 district.^{7 8} A traffic signal at the intersection of Dayton Parkway and Holly Lane is needed (\$750,000 estimated). Staff recommends Kwik Trip pay a proportionate cost (\$442,500) based on an estimated 8,644 trips per day (59% of vehicles utilizing the intersection).

Site Plan

Proposed signage is not compliant with the Sign Code. A condition of approval states that the sign plan shall be resubmitted and reviewed administratively.

Landscaping ⁹		Required	Proposed
Over-story tree	1 per 3,000 sf open area	57	57
Ornamental tree	1 per 1,500 sf open area	114	114
Evergreen tree	1 per 3,000 sf open area	57	57
Shrub	1 per 100 sf open area	1,704	557

Landscaping is compliant. Must meet three of the four requirements for number of plantings.

CRITICAL ISSUES:

Signage. Applicable to this project, the City Code allows two free standing signs, 25' in height, 64 sf in area, pylon or monument masonry sign.^{10 11}

Proposed:

⁴ City Code 1001.06, Subd 2(1)(h)(1) (Structure shall be set back...)

⁵ City Code 1001.19, Subd 7(2)(r)(Vehicle related retail/service...)

⁶ NOTE: Proposed parking = 39 passenger stalls + 36 truck stalls + 25 stalls under fuel canopies (100 stalls total)

⁷ City Code 1001.061, Subd 3(4)(a) (Conditional uses allowed; (a) any conditional use allowed in the B-1 and B-2 Districts).

⁸ City Code 1001.061, Subd 2(4)(c) (Motor Fuel Stations).

⁹ City Code 1001.24, Subd 4(3)(1) (Plant diversity)

¹⁰ City Code 1001.20, Subd 5(2)(b)(3).

¹¹ City Code 1001.20, Subd 5(2)(f)

1. 60' pylon sign in NW corner, 302 sf in area.
2. 25' pylon sign in NE corner, 117 sf in area.
3. 16' pylon sign (CAT Scale), 100 sf in area.

The proposed NW pylon sign is about 22' below Dayton Parkway elevation. A Variance may be an option to permit a sign 25' above this grade (e.g. 50' tall sign). 60' is proposed by the Applicant. Size is still an issue.

Staff recommends:

1. 50' pylon sign in NW corner, 64 sq ft in area (requires Variance to height and to exceed 64 sq ft in area).
2. 25' masonry monument sign in NE corner, 64 sq ft in area, with dynamic display.
3. No CAT scale sign at scale location.

RELATIONSHIP TO CITY COUNCIL GOALS:

Create a Sought-After Community

BUDGET IMPACT:

N/A

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission reviewed at its May 2, 2024 meeting, recommending approval (excluding signs). Signage is to be addressed separately.

The Applicant submitted revised plans on May 21, 2024, addressing comments by the Planning Commission and Staff.

STAFF RECOMMENDATION:

Conduct a Public Hearing. Staff recommends approval. Signage is to be addressed administratively. Staff has not had sufficient time to review the May 21, 2024 plan set. The Resolution includes a condition that the Applicant comply with Staff's review.

The Applicant has requested that the plat of *Kwik Trip 1187* be released from certain requirements of the plat of *VF13 Addition (2006)*.¹² This will be a separate action item.

60/120-DAY RULE:

	Complete Application	60-Days	120-Days
Zoning Map Amendment	April 4, 2024	June 3, 2024	August 2, 2024
Preliminary Plat		N/A	August 2, 2024
Final Plat		N/A	August 2, 2024 ¹³
Conditional Use Permit		June 3, 2024	August 2, 2024
Site Plan Review		June 3, 2024	August 2, 2024

¹² Resolution 26-2006, item #9. Resolution 59-2008, item # 11. Resolution 11-2017, item # 15. Subdivision Agreement VF13 addition, item #11. Settlement Agreement, item #13.

¹³ City Code 1002.05, Subd 1(2)(g)(2); Final Plat must be submitted within one year after Preliminary Plat approval. Final Plat is subject to 60-Day Rule.

A Public Hearing Notice was published by THE PRESS on May 9, 2024, and mailed to property owners within 500' of the project.

ATTACHMENT(S):

Aerial Photo

Site Photos

2040 Future Land Use

Zoning Map

Ordinance (Zoning Map Amendment)

Resolution (Preliminary/Final Plat, CUP, Site Plan)

Plan Set, May 21, 2024



SITE PHOTOS



View looking Southeast from Dayton Parkway. Cemstone is at left, and RDO at right (photo March 6, 2024).



View looking West from top of dirt hill (north area of property). I-94 is on horizon. Dayton Parkway is on right (photo March 6, 2024)

2040 Comprehensive Plan Future Land Use Map



Legend

	City Boundary		Greenway Overlay		Rural Estate		Existing Mobile Home Park		Mixed Use		Public/Institutional
	Parcel Boundary		Agricultural Preserve		Low Density Residential		Master Planned Development		Business Park		Open Water
	City Hall		Existing Unsewered Low Density Residential		Medium Density Residential		Neighborhood Commercial		Industrial		Right-of-Way
	Golf Course		Existing Sewered Low Density Residential		High Density Residential		Commercial		Park & Open Space		
	National Wetlands								Golf Course		

The map displays the study area with various land use patterns. A dashed line indicates the boundary of the study area. Key features include:

- CSAH 81:** A major road running diagonally across the map.
- Interstate 94:** A highway running horizontally across the map, marked with a blue and red shield.
- Interstate 81:** A highway running vertically on the right side of the map, marked with a blue shield.
- Holly La:** A road running horizontally at the bottom of the map.
- Land Use Patterns:** The map is divided into several colored regions: red (top left), purple (bottom left), blue (center and right), and green (top right and bottom left). The purple region is further divided into a solid purple area and a dotted purple area.
- Study Site:** A small area within the dotted purple region is highlighted with a red dashed line.

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

ORDINANCE No. 2024-08

CITY OF DAYTON

COUNTIES OF HENNEPIN AND WRIGHT

AN ORDINANCE AMENDING THE OFFICAL ZONING MAP

THE CITY COUNCIL OF THE CITY OF DAYTON DOES HEREBY ORDAIN:

SECTION 1. **AMENDMENT.** The Zoning classification of the property described in Section 2, as shown on the Zoning Map referred to in Section 1001.04, subd 2, of the Dayton City Code is hereby amended from B-P Business Park to B-3 General Business.

SECTION 2. **PROPERTY DESCRIPTION.**

(SEE EXHIBIT A)

SECTION 3. **EFFECT.** This Ordinance shall be in full force and effect from and after its passage and publication as required by law.

Adopted by the Dayton City Council on May 28, 2024.

Mayor Dennis Fisher

ATTEST:

City Clerk Amy Benting

Published in THE PRESS on May 9, 2024.

EXHIBIT A

That part of Lot 3, Block 1, VF13 ADDITION, according to the recorded plot thereof, Hennepin County, Minnesota, described as follows:

Commencing at the most southerly corner of Lot 1, Block 1, RDO Addition, City of Day on, Hennepin County, Minnesota; thence North 46°06'40" West, along the southwest line of said Lot 1, a distance of 107.83; thence North 42°18'14" West a distance of 795.56 feet; thence northwesterly 337.99 feet along the southwest line of said Lot 1 and a non-tangential curve concave to the northeast having a radius of 1332.00 feet, a central angle of 14°32'18", a chord bearing of North 35°01'30" West and a chord length of 337.08 feet, to the Northwest corner of said Lot 1 and the true point of beginning; thence continue along said curve for a distance of 249.33 feet, a central angle of 10°43'31", a chord bearing of North 22°23'35" West and a chord length of 248.97 feet; thence North 17°01'50" West, tangent to last curve, a distance of 289.30 feet; thence North 45°32'46" East a distance of 199.32 feet; thence North 65°46'36" East a distance of 319.16 feet; thence North 69°29'52" East a distance of 180.65 feet; thence northeasterly 263.34 feet along a non-tangential curve concave to the northwest having a radius of 765.00 feet, a central angle of 19°43'23", a chord bearing of North 54°22'30" East and a chord length of 262.04 feet; thence South 86°40'48" East, not tangent to last curve, a distance of 32.31 feet; thence southeasterly 149.51 feet along a non-tangential curve concave to the southwest having a radius of 519.00 feet, a central angle of 16°30'19", a chord bearing of South 27°18'06" East and a chord length of 148.99 feet; thence South 19°02'56" East, tangent to last curve, a distance of 136.77 feet to the east line of said Lot 3; thence South 00°41'19" West, along the east line of said Lot 3, for a distance of 32.88 feet; thence South 01°13'14" East, along the east line of said Lot 3, for a distance of 285.06 feet to the northeast corner of said RDO Addition; thence South 88°46'46" West, along the northerly line of said RDO Addition, for a distance of 413.03 feet to a tangential curve concave to the northeast having a radius of 20.00 feet; thence westerly and northwesterly a distance of 26.36 feet, along the northerly line of said RDO Addition and along said curve, a central angle of 75°31'21", a chord bearing of North 53°27'34" West and a chord length of 24.49 feet to a curve concave to the southeast having a radius of 60.00 feet; thence northwesterly, westerly, southwesterly, southerly, and southeasterly, along the northerly line of said RDO Addition and along said curve, for a distance of 233.45 feet, a central angle of 222°55'49", a chord bearing of South 52°50'12" West and a chord length of 111.68 feet to the northwest corner of said Lot 1; thence South 37°08'43" West, not tangent to last curve and along the northwesterly line of said Lot 1, for a distance of 439.28 feet to the true point of beginning.

(abstract property)

CITY OF DAYTON

COUNTIES OF HENNEPIN AND WRIGHT

STATE OF MINNESOTA

RESOLUTION 25-2024

**APPROVAL OF THE PRELIMINARY PLAT AND FINAL PLAT OF KWICK TRIP 1187,
CONDITIONAL USE PERMIT FOR A MOTOR FUEL STATION, AND SITE PLAN REVIEW**

WHEREAS, Steven Lowe, Kwik Trip, Inc (Applicant) has requested Approval of the Preliminary and Final Plat of KWIK TRIP 1187, consisting of one lot; and,

WHEREAS, the project is located at:

PID: 31-120-22-42-0015

That part of Lot 3, Block 1, VF13 ADDITION, according to the recorded plot thereof, Hennepin County, Minnesota, described as follows:

Commencing at the most southerly comer of Lot 1, Block 1, RDO Addition, City of Day on, Hennepin County, Minnesota; thence North 46°06'40" West, along the southwest line of said Lot 1, a distance of 107.83; thence North 42°18'14" West a distance of 795.56 feet; thence northwesterly 337.99 feet along the southwest line of said Lot 1 and a non-tangential curve concave to the northeast having a radius of 1332.00 feet, a central angle of 14°32'18", a chord bearing of North 35°01'30" West and a chord length of 337.08 feet, to the Northwest corner of said Lot 1 and the true point of beginning; thence continue along said curve for a distance of 249.33 feet, a central angle of 10°43'31", a chord bearing of North 22°23'35" West and a chord length of 248.97 feet; thence North 17°01'50" West, tangent to last curve, a distance of 289.30 feet; thence North 45°32'46" East a distance of 199.32 feet; thence North 65°46'36" East a distance of 319.16 feet; thence North 69°29'52" East a distance of 180.65 feet; thence northeasterly 263.34 feet along a non-tangential curve concave to the northwest having a radius of 765.00 feet, a central angle of 19°43'23", a chord bearing of North 54°22'30" East and a chord length of 262.04 feet; thence South 86°40'48" East, not tangent to last curve, a distance of 32.31 feet; thence southeasterly 149.51 feet along a non-tangential curve concave to the southwest having a radius of 519.00 feet, a central angle of 16°30'19", a chord bearing of South 27°18'06" East and a chord length of 148.99 feet; thence South 19°02'56" East, tangent to last curve, a distance of 136.77 feet to the east line of said Lot 3; thence South 00°41'19" West, along the east line of said Lot 3, for a distance of 32.88 feet; thence South 01°13'14" East, along the east line of said Lot 3, for a distance of 285.06 feet to the northeast corner of said RDO Addition; thence South 88°46'46" West, along the northerly line of said RDO Addition, for a distance of 413.03 feet to a tangential curve concave to the northeast having a radius of 20.00 feet; thence westerly and northwesterly a distance of 26.36 feet, along the northerly line of said RDO Addition and along said curve, a central angle of 75°31'21", a chord bearing of North 53°27'34" West and a chord length of 24.49 feet to a curve concave to the southeast having a radius of 60.00 feet; thence northwesterly, westerly, southwesterly, southerly, and southeasterly, along the

northerly line of said RDO Addition and along said curve, for a distance of 233.45 feet, a central angle of 222°55'49", a chord bearing of South 52°50'12" West and a chord length of 111.68 feet to the northwest corner of said Lot 1; thence South 37°08'43" West, not tangent to last curve and along the northwesterly line of said Lot 1, for a distance of 439.28 feet to the true point of beginning.

(abstract property)

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

WHEREAS, consistent with City Code 1002.07, Subd 1(1) (General Requirements), the Planning Commission took into consideration the requirements of the community and the best use of the land being subdivided. The Planning Commission recommended Approval at its May 2, 2024 meeting; and,

WHEREAS, consistent with City Code 1001.23, Subd 1(d), the Planning Commission considered the effect of the proposed conditional use on the Comprehensive Plan and on the character and the development of the neighborhood; and,

WHEREAS, the City Council conducted a Public Hearing on May 28, 2024. A Public Hearing notice was published by THE PRESS on May 9, 2024, and mailed to property owners within 500' of the project property; and,

NOW, THEREFORE, based upon the Staff Report, Planning Commission recommendation, and in consideration of public testimony, the City Council makes the following:

FINDINGS:

1. The Preliminary Plat is consistent with City Code 1002.05, Subd 1(2)(f)(4);
 - (a) That the proposed subdivision is NOT in conflict with the City's Comprehensive Plan, Zoning Ordinance, Capital Improvements Program, or other policy or regulation.
 - (b) That the proposed subdivision is NOT in conflict with the purpose and intent of this chapter.
 - (c) That the physical characteristics of the site, including but not limited to topography, vegetation, susceptibility to erosion, and siltation, susceptibility to flooding, water storage, and retention, are such that the site IS suitable for the type of development or use contemplated.
 - (d) That the site IS physically suitable for the intensity or type of development or use contemplated.
 - (e) That the design of the subdivision or the proposed improvements are NOT likely to cause substantial and irreversible environmental damage.
 - (f) That the design of the subdivision or the type of improvements will NOT be detrimental to the health, safety or general welfare of the public.
 - (g) That the design of the subdivision or the type of improvement will NOT conflict with easements on record or with easements established by judgment of a court.
 - (h) That the subdivision is NOT premature as determined by the standards of Subsection 1002.03 of this section.

2. The Final Plat is consistent with the Preliminary Plat, dated August 30, 2021, and the Zoning and Subdivision codes, and 2040 Comprehensive Plan.
3. The Conditional Use Permit is consistent with City Code 1001.23, Subd 1(e):
 - (a) The proposed use is consistent with the Comprehensive Plan and the purpose of the underlying zoning district.
 - (b) The proposed use will not substantially diminish or impair property values within the immediate vicinity of the subject property.
 - (c) The proposed use will not be detrimental to the health, safety, morals or welfare of persons residing or working near the use.
 - (d) The proposed use will not impede the normal and orderly development of surrounding property.
 - (e) The proposed use will not create an undue burden on parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the area.
 - (f) The proposed use is adequately screened.
 - (g) The proposed use will not create a nuisance, including but not limited to odor, noise, vibration or visual pollution.
 - (h) The proposed use will provide adequate parking and loading spaces, and all storage on the site is in compliance with this Subsection.
 - (i) The proposed use will protect sensitive natural features.
 - (j) The City Council may attach conditions to the permit, as it may deem necessary in order to lessen the impact of a proposed use, meet applicable performance standards and to promote health, safety and welfare.
4. The Site Plan Review is consistent with City Code 1001 (Zoning), pending corrections noted in the City Engineer's letter (April 19, 2024) and Community Development Director's letter (April 28, 2024), and as noted in the Staff Report regarding code deficiencies (May 28, 2024).

DECISION:

1. The revised Plan Set (May 21, 2024) has not been sufficiently reviewed by Staff. Upon Staff's review, the Applicant shall comply with all requirements, including comments by the City Engineer (April 19, 2024) and Community Development Director (April 28, 2024). Plans shall be revised to comply with the minimum 20' parking lot setback from Holly Lane. Revisions shall be accepted by City Staff prior to the City releasing the Final Plat.
2. Consistent with City Code 1002.08, Subd 7(14), prior to the City releasing the Final Plat for recording, the Applicant shall submit a Title Commitment to the satisfaction of the City Attorney.
3. Consistent with City Code 1002.08, Subd 5, the Applicant shall record the Final Plat within 60-days after authorization by the City (signing and releasing the Final Plat), and shall provide the City with proof of Recording by the County Recorder.
4. Prior to the City releasing the Final Plat, the Applicant shall submit the following fees:

Storm Water	\$9,086	X	10.27 acres	=	\$93,313.22
Sanitary Sewer	\$6,751	X	10.27 acres	=	\$69,332.77

Sanitary Sewer Lateral Charge					TBD
Water	\$10,527	X	10.27 acres	=	\$108,112.29
Park Dedication	\$7,900	X	10.27 acres	=	\$81,133.00
Trail Dedication	\$3,214	X	10.27 acres	=	\$33,007.78
					\$384,899.06

5. Consistent with City Code 1002.09, Subd 3(4), the Applicant shall provide the City a Surety to guarantee installation of public improvements equal to 120% of the City Engineer's estimated costs of improvements. This surety shall be provided to the City prior to the City releasing the Final Plat. The Applicant shall comply all requirements for public improvements and guarantees as stated in City Code 1002.09 (Basic Improvements Required) in lieu of a Development Agreement.
6. Consistent with City Code 1001.24, Subd 5(11), all landscape plantings shall be guaranteed for one-year. Dead or diseased plantings within the initial year shall be replaced and guaranteed for one-year. The Applicant shall provide an escrow, 120% of the cost of plantings, to be refunded one-year after planting. The escrow shall be provided prior to issuance of a Building Permit.
7. Approval of the Site Plan does not include signage (proposed signage is not consistent with City Code 1001.20). The Applicant shall resubmit a sign plan for administrative review. This may be done concurrently with the Building Permit review.
8. The Applicant shall pay a proportionate share of the cost of a traffic signal at Dayton Parkway and Holly Lane. Based on 2023 traffic counts, utilizing ITE Trip Generation Manual, it is estimated that Kwik Trip will generate 8,644 vehicle trips per day, equaling 59% of the traffic using this intersection (59% of \$750,000 signal = \$442,500). The Applicant shall provide a cash payment of **\$442,500** prior to the release of the Final Plat and Conditional Use Permit.

Adopted this 28th Day of May, 2024 by the Dayton City Council.

Mayor Dennis Fisher

ATEST:

City Clerk Amy Benting

Motion by _____, Second by _____.

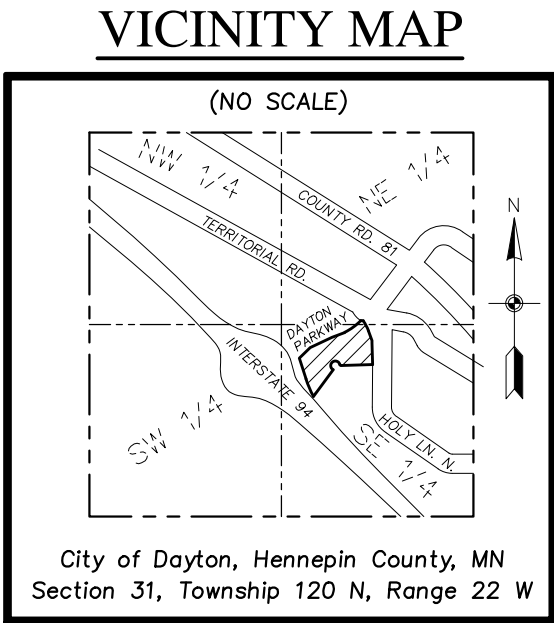
Motion Approved.



Kwik Trip
DIESEL 2.99⁹
UNLEADED 2.99⁹

SCALE

KWIK TRIP 1187



PROPERTY DESCRIPTION: (Per Schedule A of Title Commitment File No. 1649925, with a commitment date of January 15, 2024 at 8:00 A.M., prepared by First American Title Insurance Company)

That part of Lot 3, Block 1, VF13 ADDITION, Hennepin County, Minnesota, described as follows:

Commencing at the most southerly corner of Lot 1, Block 1, RDO ADDITION, City of Dayton, Hennepin County, Minnesota; thence North 46°06'40" West, along the southwest line of said Lot 1, a distance of 107.83; thence North 42°18'14" West a distance of 795.56 feet; thence northwesterly 337.99 feet along the southwest line of said Lot 1 and a non-tangential curve concave to the northeast having a radius of 1332.00 feet, a central angle of 14°32'18", a chord bearing of North 35°01'30" West and a chord length of 337.08 feet, to the northwest corner of said Lot 1 and the true point of beginning; thence continue along said curve for a distance of 249.33 feet, a central angle of 10°43'31", a chord bearing of North 22°23'35" West and a chord length of 248.97 feet; thence North 17°01'50" West, tangent to last curve, a distance of 289.30 feet; thence North 45°32'46" East a distance of 199.32 feet; thence North 65°46'36" East a distance of 319.16 feet; thence North 69°29'52" East a distance of 180.65 feet; thence northeasterly 263.34 feet along a non-tangential curve concave to the northwest having a radius of 765.00 feet, a central angle of 19°43'23", a chord bearing of North 54°22'30" East and a chord length of 262.04 feet; thence South 86°40'48" East, not tangent to last curve, a distance of 32.31 feet; thence southeasterly 149.51 feet along a non-tangential curve concave to the southwest having a radius of 519.00 feet, a central angle of 16°30'19", a chord bearing of South 27°18'06" East and a chord length of 148.99 feet; thence South 19°02'56" East, tangent to last curve, a distance of 136.77 feet to the east line of said Lot 3; thence South 00°41'19" West, along the east line of said Lot 3, for a distance of 32.88 feet; thence South 01°13'14" East, along the east line of said Lot 3, for a distance of 285.06 feet to the northeast corner of said RDO ADDITION; thence South 88°46'46" West, along the northerly line of said RDO ADDITION, for a distance of 413.03 feet to a tangential curve concave to the northeast having a radius of 20.00 feet; thence westerly and northwesterly a distance of 26.36 feet, along the northerly line of said RDO ADDITION and along said curve, a central angle of 75°31'21", a chord bearing of North 53°27'34" West and a chord length of 24.49 feet to a curve concave to the southeast having a radius of 60.00 feet; thence northwesterly, westerly, southwesterly, southerly, and southeasterly, along the northerly line of said RDO ADDITION and along said curve, for a distance of 233.45 feet, a central angle of 222°55'49", a chord bearing of South 52°50'12" West and a chord length of 111.68 feet to the northwest corner of said Lot 1; thence South 37°08'43" West, not tangent to last curve and along the northwesterly line of said Lot 1, for a distance of 439.28 feet to the true point of beginning.

(Abstract Property)

GENERAL NOTES:

- Bearings shown hereon are based on the most southerly southwest line of Lot 1, Block 1, RDO ADDITION, which is assumed to bear N46°06'40"W.
- Surveyed property address, per title commitment - vacant land

SITE DATA

TOTAL SITE AREA ±10.27 AC.
TOTAL NUMBER OF LOTS 1
GROSS DENSITY 0.10 LOTS/AC.
EXISTING ZONING B-P
PROPOSED ZONING B-3
UTILITIES AVAILABLE

SETBACKS

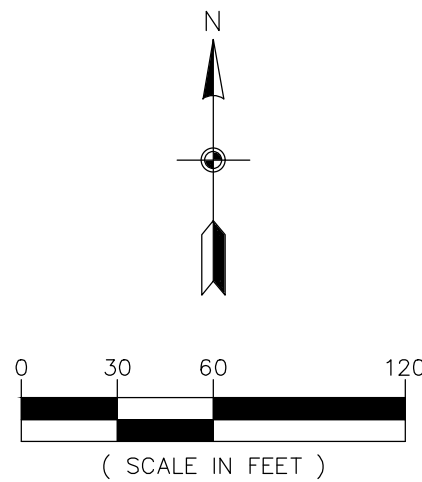
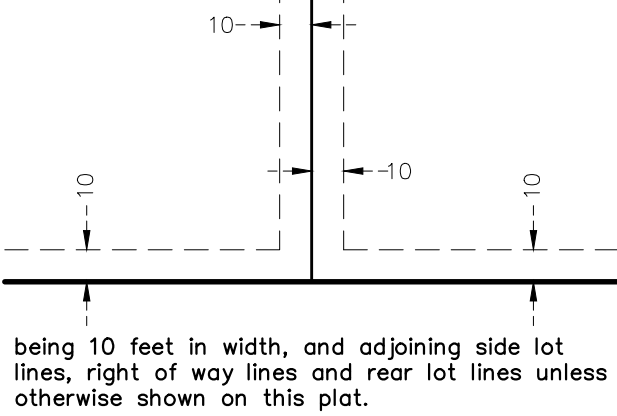
Building - Principle Structure
Minimum Front Yard - 40 ft. plus 1 ft. for every 1 ft. of building height over 30 ft. (maximum setback of 80 ft.)
Minimum Side Yard - 25 ft. Minimum Side Yard (Street) - 25 ft.
Minimum Rear Yard - 25 ft.
Maximum Structure Height - 45 ft. or 3 stories, whichever is less
Maximum Impervious Surface Coverage - 80%
Maximum Building Footprint Coverage - 50%

Parking
Minimum Setback to Front, Side, or Rear to a Street - 20 ft.
Minimum Side Interior - 10 ft.
Minimum Rear Yard - 10 ft.
Minimum to Residential - 20 ft.

LEGEND

- Denotes Found Iron Monument
- Denotes set or to be set 5/8 inch by 14 inch rebar, marked with RLS 40361

PROPOSED DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



PRELIMINARY PLAT

KWIK TRIP 1187
Dayton, Minnesota

KWIK TRIP, INC.
P.O. BOX 2107
1626 Oak Street
Lacrosse, WI 54602

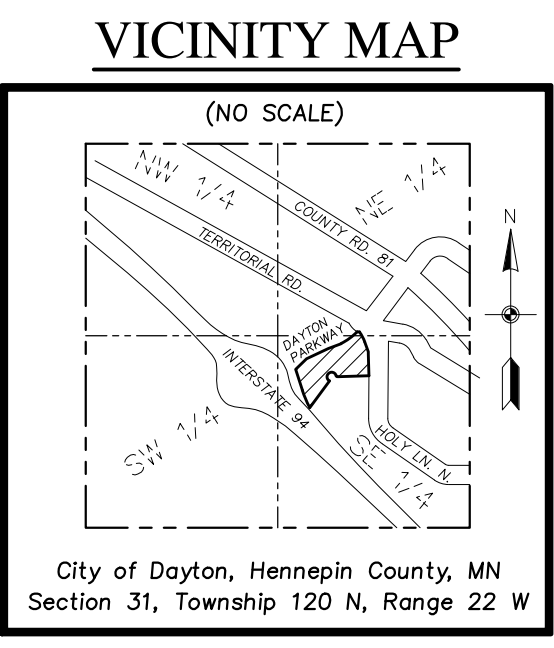
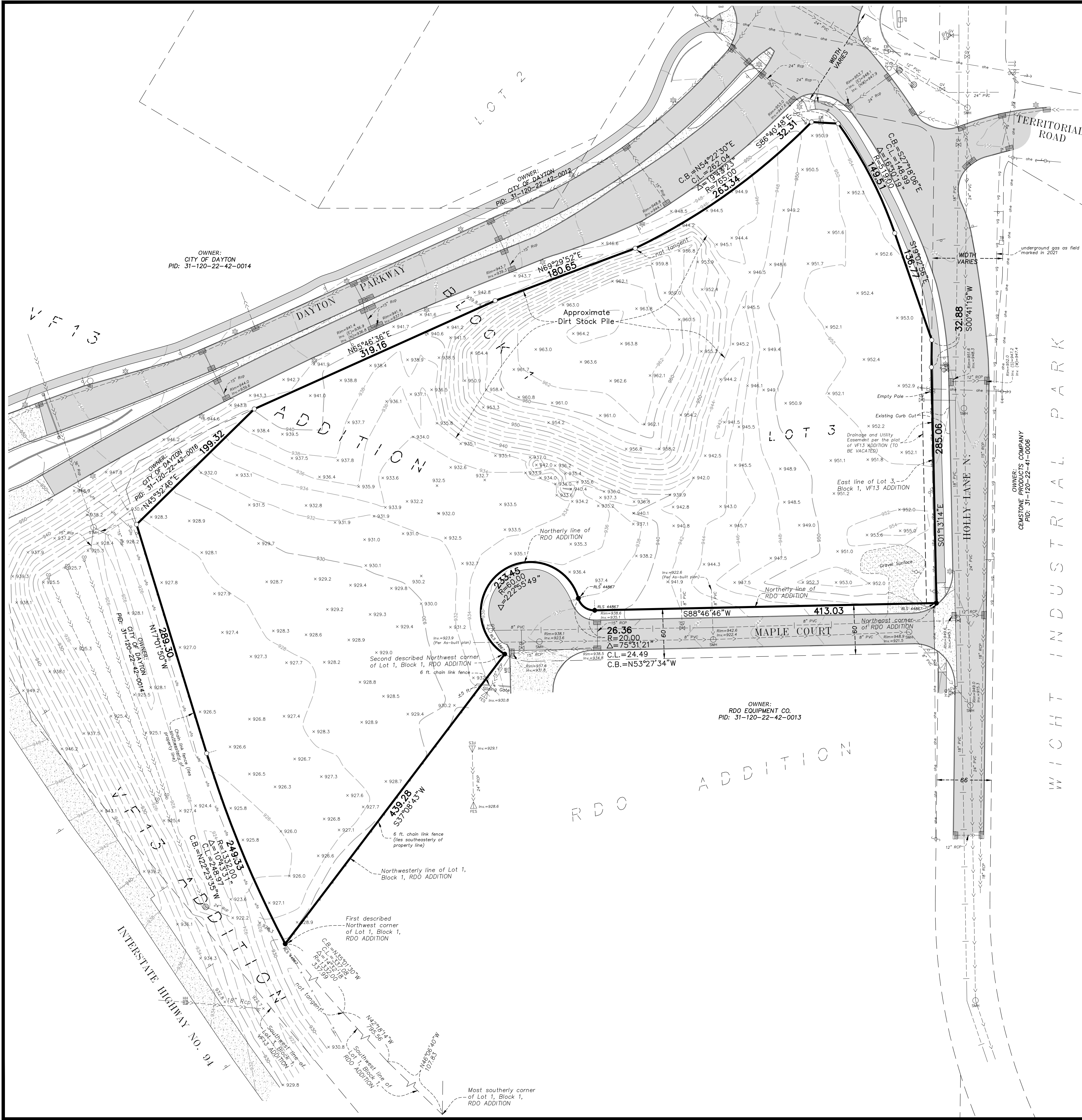
REVISIONS

1.	5/21/24 per City Comments
2.	
3.	
4.	
5.	
6.	
DRAWN BY:	JAB/NIS
ISSUE DATE:	08/30/21
FILE NO:	2259

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the State of Minnesota

Name: Thomas R. Balluff
Signature: *Thomas R. Balluff*
Date: 08/30/21 License #: 40361

1 of 2



PROPERTY DESCRIPTION: (Per Schedule A of Title Commitment File No. 1649925, with a commitment date of January 15, 2024 at 8:00 A.M., prepared by First American Title Insurance Company)

That part of Lot 3, Block 1, VF13 ADDITION, Hennepin County, Minnesota, described as follows:

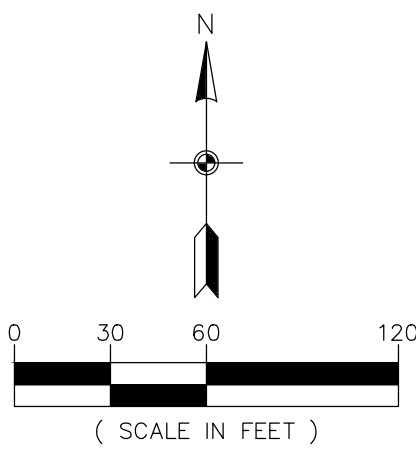
Commencing at the most southerly corner of Lot 1, Block 1, RDO ADDITION, City of Dayton, Hennepin County, Minnesota; thence North 46°06'40" West, along the southwest line of said Lot 1, a distance of 107.83; thence North 42°18'14" West a distance of 785.56 feet; thence northwesterly 337.99 feet along the southwest line of said Lot 1 and a non-tangential curve concave to the northeast having a radius of 1332.00 feet, a central angle of 14°32'18", a chord bearing of North 35°01'30" West and a chord length of 337.08 feet, to the northwest corner of said Lot 1 and the true point of beginning; thence continue along said curve for a distance of 248.33 feet, a central angle of 10°43'31", a chord bearing of North 22°23'35" West and a chord length of 248.97 feet; thence North 17°01'50" West, tangent to last curve, a distance of 289.30 feet; thence North 45°32'46" East a distance of 199.32 feet; thence North 65°46'36" East a distance of 319.16 feet; thence North 69°29'52" East a distance of 180.65 feet; thence northeasterly 263.34 feet along a non-tangential curve concave to the northwest having a radius of 765.00 feet, a central angle of 19°43'23", a chord bearing of North 54°22'30" East and a chord length of 262.04 feet; thence South 86°40'48" East, not tangent to last curve, a distance of 32.31 feet; thence southeasterly 149.51 feet along a non-tangential curve concave to the southwest having a radius of 519.00 feet, a central angle of 16°30'19", a chord bearing of South 27°18'06" East and a chord length of 148.99 feet; thence South 19°02'58" East, tangent to last curve, a distance of 136.77 feet to the east line of said Lot 3; thence South 00°41'19" West, along the east line of said Lot 3, for a distance of 32.88 feet; thence South 01°13'14" East, along the east line of said Lot 3, for a distance of 285.06 feet to the northeast corner of said RDO ADDITION; thence South 88°46'46" West, along the northerly line of said RDO ADDITION, for a distance of 413.03 feet to a tangential curve concave to the northeast having a radius of 20.00 feet; thence westerly and northwesterly a distance of 26.36 feet, along the northerly line of said RDO ADDITION and along said curve, a central angle of 75°31'21", a chord bearing of North 53°27'34" West and a chord length of 24.49 feet to a curve concave to the southeast having a radius of 60.00 feet; thence northwesterly, westerly, southwesterly, and southeasterly, along the northerly line of said RDO ADDITION and along said curve, for a distance of 233.45 feet, a central angle of 222°55'49", a chord bearing of South 52°50'12" West and a chord length of 111.68 feet to the northwest corner of said Lot 1; thence South 37°08'43" West, not tangent to last curve and along the northwesterly line of said Lot 1, for a distance of 439.28 feet to the true point of beginning.

(Abstract Property)

- GENERAL NOTES:**
- Bearings shown hereon are based on the most southerly southwest line of Lot 1, Block 1, RDO ADDITION, which is assumed to bear N46°06'40"W.
 - Surveyed property address, per title commitment - vacant land
 - Surveyed property contains ±10.27 acres.
 - BENCHMARK:** Minnesota Department of Transportation Geodetic GSID Station No. 11201 (MnDot Name Brenna MNDT RM 2) - Elev. = 950.22 ft. (NAVD 88)

- EASEMENTS TO BE VACATED:**
- All of the drainage and utility easements as created and dedicated in the plat of VF13 embraced within the surveyed property.

LEGEND			
	- Denotes Found Iron Monument		- Denotes Hand Hole
	- Denotes set or to be set 5/8 inch by 14 inch rebar, marked with RLS 40361		- Denotes Electric Meter
	- Denotes Light Pole		- Denotes Underground Gas line
	- Denotes Miscellaneous Sign		- Denotes Underground Fiber Optic
	- Denotes Existing Spot Elevation		- Denotes Overhead Utility Line(s)
	- Denotes Sanitary Manhole		- Denotes Watermain
	- Denotes Catch Basin		- Denotes Sanitary Sewer
	- Denotes Flared End Section		- Denotes Storm Sewer
	- Denotes Fire Hydrant		- Denotes Existing Fence as noted
	- Denotes Gate Valve		- Denotes Concrete Surface
	- Denotes Guy Wire		- Denotes Bituminous Surface
	- Denotes Utility Pole		- Denotes Existing 2 Ft. Contour
	- Denotes Mail Box		- Denotes Existing 10 Ft. Contour
	- Denotes Telephone Box		
	- Denotes Television Box		



CARLSON MCCAIN

ENGINEERING
SURVEYING
ENVIRONMENTAL

3890 PHEASANT RIDGE DRIVE NE, SUITE 100, BLAINE, MN 55449
TEL 763.485.7900 \ FAX 763.485.7955 \ CARLSONMCCAIN.COM

EXISTING CONDITIONS

KWIK TRIP 1187
Dayton, Minnesota

KWIK TRIP, INC.
P.O. BOX 2107
1626 Oak Street
Lacrosse, WI 54602

REVISIONS	
1.	5/21/24 per City Comments
2.	
3.	
4.	
5.	
6.	
DRAWN BY:	JAB/NUS
ISSUE DATE:	08/30/21
FILE NO:	2259

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the State of Minnesota

Name: Thomas R. Balluff
Signature:
Date: 08/30/21 License #: 40361

KWIK TRIP 1187

C.R. DOC. NO. _____

KNOW ALL PERSONS BY THESE PRESENTS: That Kwik Trip, Inc., a Wisconsin corporation, owner of the following described property situated in the County of Hennepin, State of Minnesota, to wit:

That part of Lot 3, Block 1, VF13 ADDITION, Hennepin County, Minnesota, described as follows:

Commencing at the most southerly corner of Lot 1, Block 1, RDO ADDITION, City of Dayton, Hennepin County, Minnesota; thence North 46°06'40" West, along the southwest line of said Lot 1, a distance of 107.83; thence North 42°18'14" West a distance of 795.56 feet; thence northwesterly 337.99 feet along the southwest line of said Lot 1 and a non-tangential curve concave to the northeast having a radius of 1332.00 feet, a central angle of 14°32'18", a chord bearing of North 35°01'30" West and a chord length of 337.08 feet, to the northwest corner of said Lot 1 and the true point of beginning; thence continue along said curve for a distance of 249.33 feet, a central angle of 10°43'31", a chord bearing of North 22°23'35" West and a chord length of 248.97 feet; thence North 17°01'50" West, tangent to last curve, a distance of 289.30 feet; thence North 45°32'46" East a distance of 199.32 feet; thence North 65°46'36" East a distance of 319.16 feet; thence North 69°29'52" East a distance of 180.65 feet; thence northeasterly 263.34 feet along a non-tangential curve concave to the northwest having a radius of 765.00 feet, a central angle of 19°43'23", a chord bearing of North 54°22'30" East and a chord length of 262.04 feet; thence South 86°40'48" East, not tangent to last curve, a distance of 32.31 feet; thence southeasterly 149.51 feet along a non-tangential curve concave to the southwest having a radius of 519.00 feet, a central angle of 16°30'19", a chord bearing of South 27°18'06" East and a chord length of 148.99 feet; thence South 19°02'56" East, tangent to last curve, a distance of 136.77 feet to the east line of said Lot 3; thence South 00°41'19" West, along the east line of said Lot 3, for a distance of 32.88 feet; thence South 01°13'14" East, along the east line of said Lot 3, for a distance of 285.06 feet to the northeast corner of said RDO ADDITION; thence South 88°46'46" West, along the northerly line of said RDO ADDITION, for a distance of 413.03 feet to a tangential curve concave to the northeast having a radius of 20.00 feet; thence westerly and northwesterly a distance of 26.36 feet, along the northerly line of said RDO ADDITION and along said curve, a central angle of 75°31'21", a chord bearing of North 53°27'34" West and a chord length of 24.49 feet to a curve concave to the southeast having a radius of 60.00 feet; thence northwesterly, westerly, southwesterly, southerly, and southeasterly, along the northerly line of said RDO ADDITION and along said curve, for a distance of 233.45 feet, a central angle of 222°55'49", a chord bearing of South 52°50'12" West and a chord length of 111.68 feet to the northwest corner of said Lot 1; thence South 37°08'43" West, not tangent to last curve and along the northwesterly line of said Lot 1, for a distance of 439.28 feet to the true point of beginning.

Has caused the same to be surveyed and platted as KWIK TRIP 1187 and does hereby dedicate to the public for public use the easements created by this plat for drainage and utility purposes only.

In witness whereof said Kwik Trip, Inc., a Wisconsin corporation, has caused these presents to be signed by its proper officer this ____ day of _____, 20____.

Signed: KWIK TRIP, INC.

By: _____ as _____

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on _____ by _____ as _____ of Kwik Trip, Inc., a Wisconsin corporation, on behalf of the corporation.

(Signed)

(Printed)
Notary Public, _____ County, _____
My commission expires _____

I, Thomas R. Balluff, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been or will be correctly set within one year; that all water boundaries and wet lands as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certification are shown and labeled on this plat; and that all public ways are shown and labeled on this plat.

Dated this ____ day of _____, 20____.

Thomas R. Balluff, Licensed Land Surveyor
Minnesota License No. 40361

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 20____, by Thomas R. Balluff.

(Signed)

(Printed)
Notary Public, _____ County, Minnesota
My commission expires _____

CITY COUNCIL, CITY OF DAYTON, MINNESOTA

This plat of KWIK TRIP 1187 was approved and accepted by the City Council of the City of Dayton, Minnesota, at a regular meeting thereof held this ____ day of _____, 20____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

City Council, City of Dayton, Minnesota

By: _____, Mayor By: _____, Clerk

RESIDENT AND REAL ESTATE SERVICES, Hennepin County, Minnesota

I hereby certify that taxes payable in 20____ and prior years have been paid for land described on this plat, dated this ____ day of _____, 20____.

Mark V. Chapin, County Auditor By: _____, Deputy

SURVEY DIVISION, Hennepin County, Minnesota

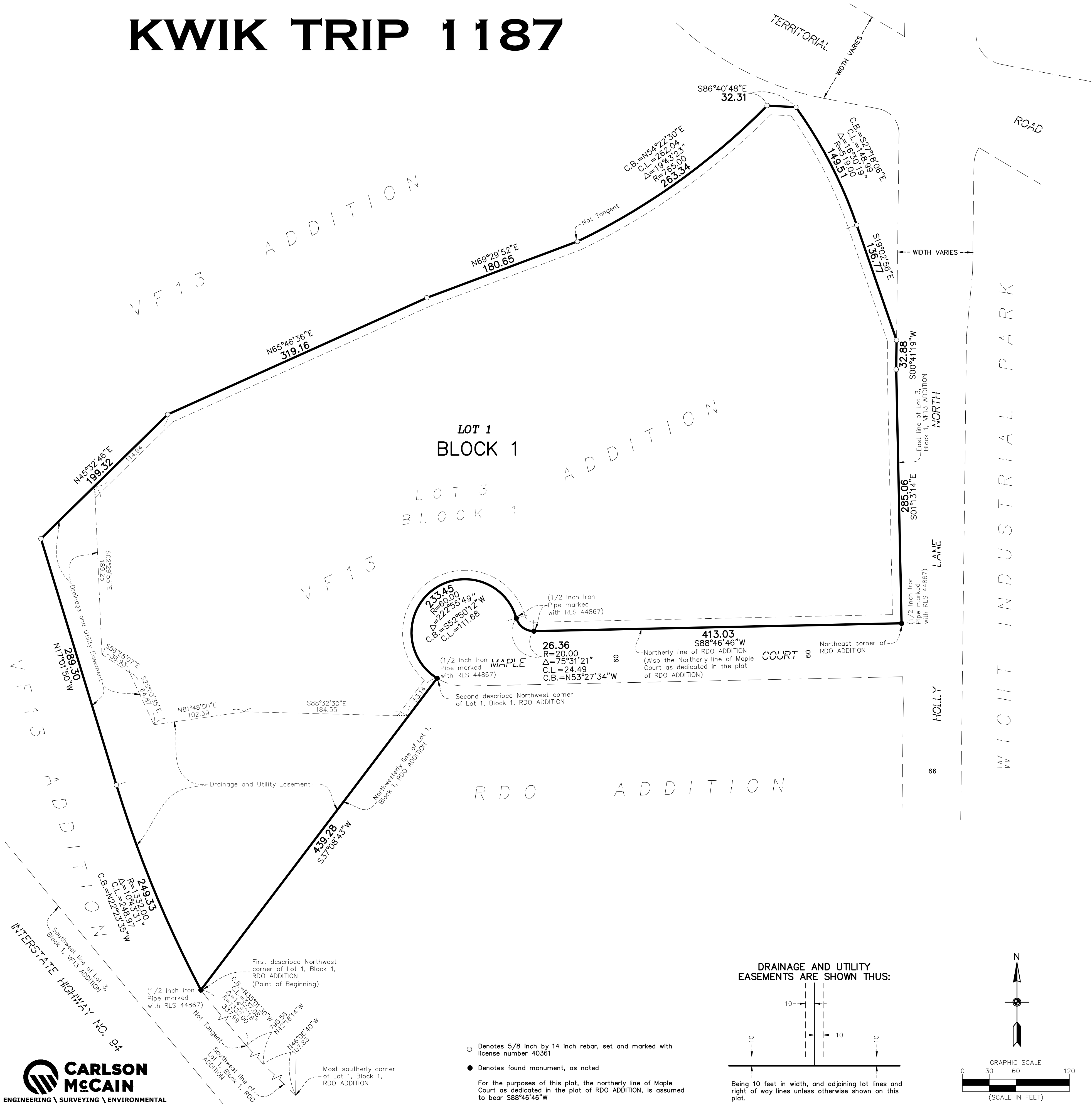
Pursuant to Minnesota Statutes, Section 383B.565 (1969), this plat has been approved this ____ day of _____, 20____.

Chris F. Mavis, County Surveyor By: _____

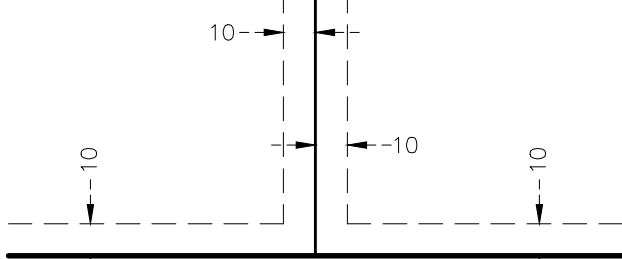
COUNTY RECORDER, Hennepin County, Minnesota

I hereby certify that the within plat of KWIK TRIP 1187 was recorded in this office this ____ day of _____, 20____, at ____ o'clock ____M.

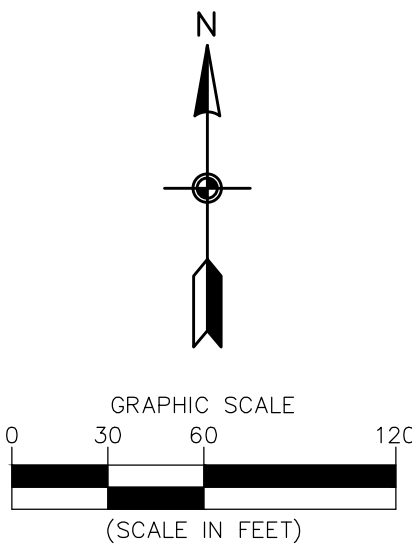
Amber Bougie, County Recorder By: _____, Deputy



DRAINAGE AND UTILITY
EASEMENTS ARE SHOWN THUS:



Being 10 feet in width, and adjoining lot lines and right of way lines unless otherwise shown on this plat.



**CARLSON
McCain**
ENGINEERING \ SURVEYING \ ENVIRONMENTAL

- Denotes 5/8 inch by 14 inch rebar, set and marked with license number 40361
- Denotes found monument, as noted

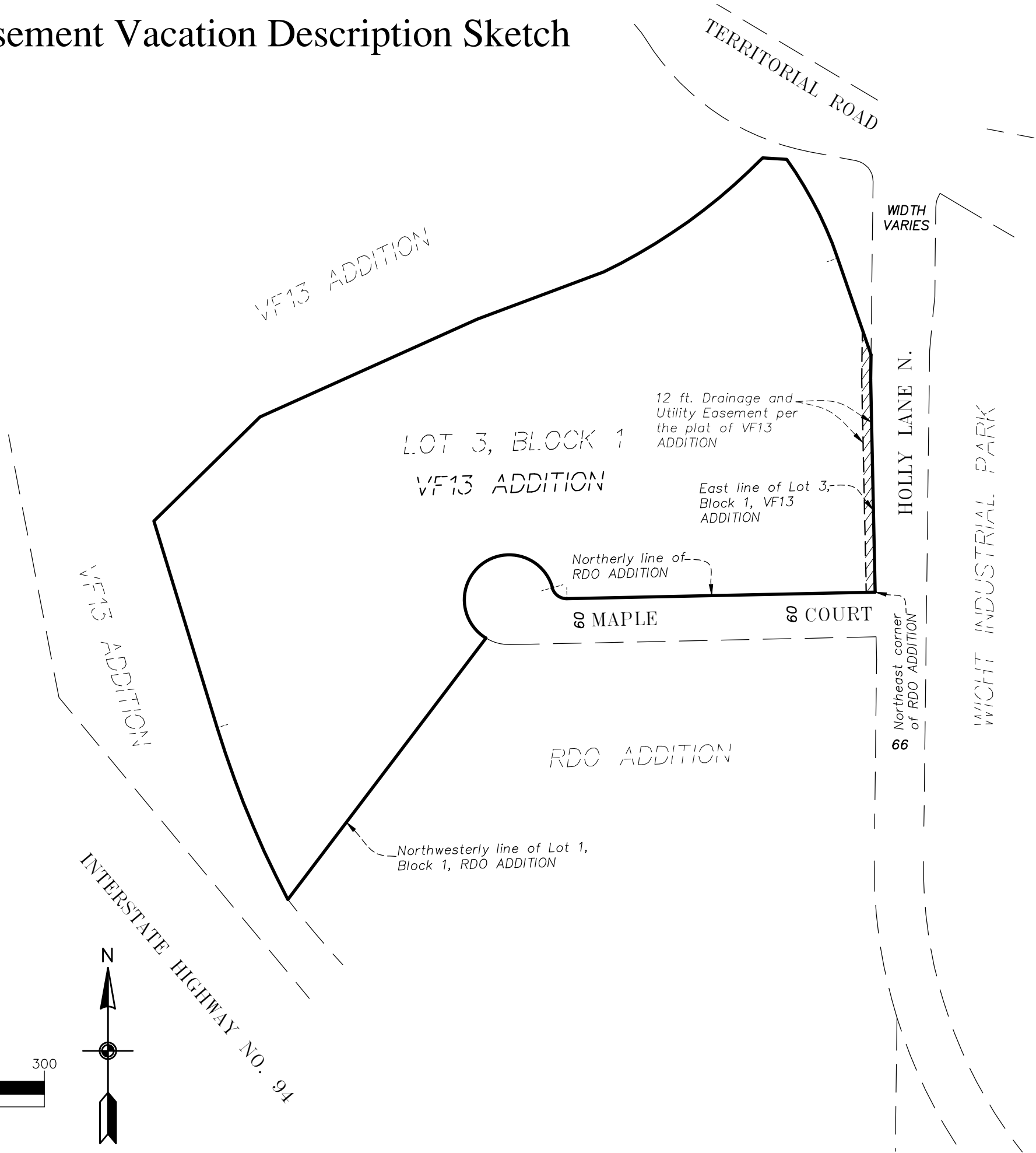
For the purposes of this plat, the northerly line of Maple Court as dedicated in the plat of RDO ADDITION, is assumed to bear S88°46'46" W

EASEMENT VACATION DESCRIPTION:

All of the drainage and utility easements, as created and dedicated in the plat of VF13 ADDITION, according to the recorded plat thereof, Hennepin County Minnesota, embraced within that part of Lot 3, Block 1, said VF13 ADDITION, described as follows:

Commencing at the most southerly corner of Lot 1, Block 1, RDO ADDITION, City of Dayton, Hennepin County, Minnesota; thence North 46°06'40" West, along the southwest line of said Lot 1, a distance of 107.83; thence North 42°18'14" West a distance of 795.56 feet; thence northwesterly 337.99 feet along the southwest line of said Lot 1 and a non-tangential curve concave to the northeast having a radius of 1332.00 feet, a central angle of 14°32'18", a chord bearing of North 35°01'30" West and a chord length of 337.08 feet, to the northwest corner of said Lot 1 and the true point of beginning; thence continue along said curve for a distance of 249.33 feet, a central angle of 10°43'31", a chord bearing of North 22°23'35" West and a chord length of 248.97 feet; thence North 17°01'50" West, tangent to last curve, a distance of 289.30 feet; thence North 45°32'46" East a distance of 199.32 feet; thence North 65°46'36" East a distance of 319.16 feet; thence North 69°29'52" East a distance of 180.65 feet; thence northeasterly 263.34 feet along a non-tangential curve concave to the northwest having a radius of 765.00 feet, a central angle of 19°43'23", a chord bearing of North 54°22'30" East and a chord length of 262.04 feet; thence South 86°40'48" East, not tangent to last curve, a distance of 32.31 feet; thence southeasterly 149.51 feet along a non-tangential curve concave to the southwest having a radius of 519.00 feet, a central angle of 16°30'19", a chord bearing of South 27°18'06" East and a chord length of 148.99 feet; thence South 19°02'56" East, tangent to last curve, a distance of 136.77 feet to the east line of said Lot 3; thence South 00°41'19" West, along the east line of said Lot 3, for a distance of 32.88 feet; thence South 01°13'14" East, along the east line of said Lot 3, for a distance of 285.06 feet to the northeast corner of said RDO ADDITION; thence South 88°46'46" West, along the northerly line of said RDO ADDITION, for a distance of 413.03 feet to a tangential curve concave to the northeast having a radius of 20.00 feet; thence westerly and northwesterly a distance of 26.36 feet, along the northerly line of said RDO ADDITION and along said curve, a central angle of 75°31'21", a chord bearing of North 53°27'34" West and a chord length of 24.49 feet to a curve concave to the southeast having a radius of 60.00 feet; thence northwesterly, westerly, southwesterly, southerly, and southeasterly, along the northerly line of said RDO ADDITION and along said curve, for a distance of 233.45 feet, a central angle of 222°55'49", a chord bearing of South 52°50'12" West and a chord length of 111.68 feet to the northwest corner of said Lot 1; thence South 37°08'43" West, not tangent to last curve and along the northwesterly line of said Lot 1, for a distance of 439.28 feet to the true point of beginning.

Easement Vacation Description Sketch



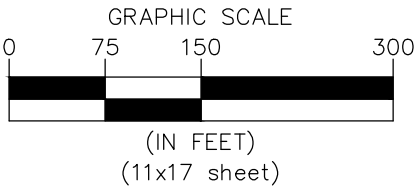
Denotes Easement Vacation Area



CARLSON
McCAIN

ENGINEERING
SURVEYING
ENVIRONMENTAL

3890 PHEASANT RIDGE DRIVE NE, SUITE 100, BLAINE, MN 55449
TEL 763.489.7900 \ FAX 763.489.7959 \ CARLSONMCCAIN.COM



KWIK TRIP STORE #1187

PERMIT SET

CITY OF DAYTON

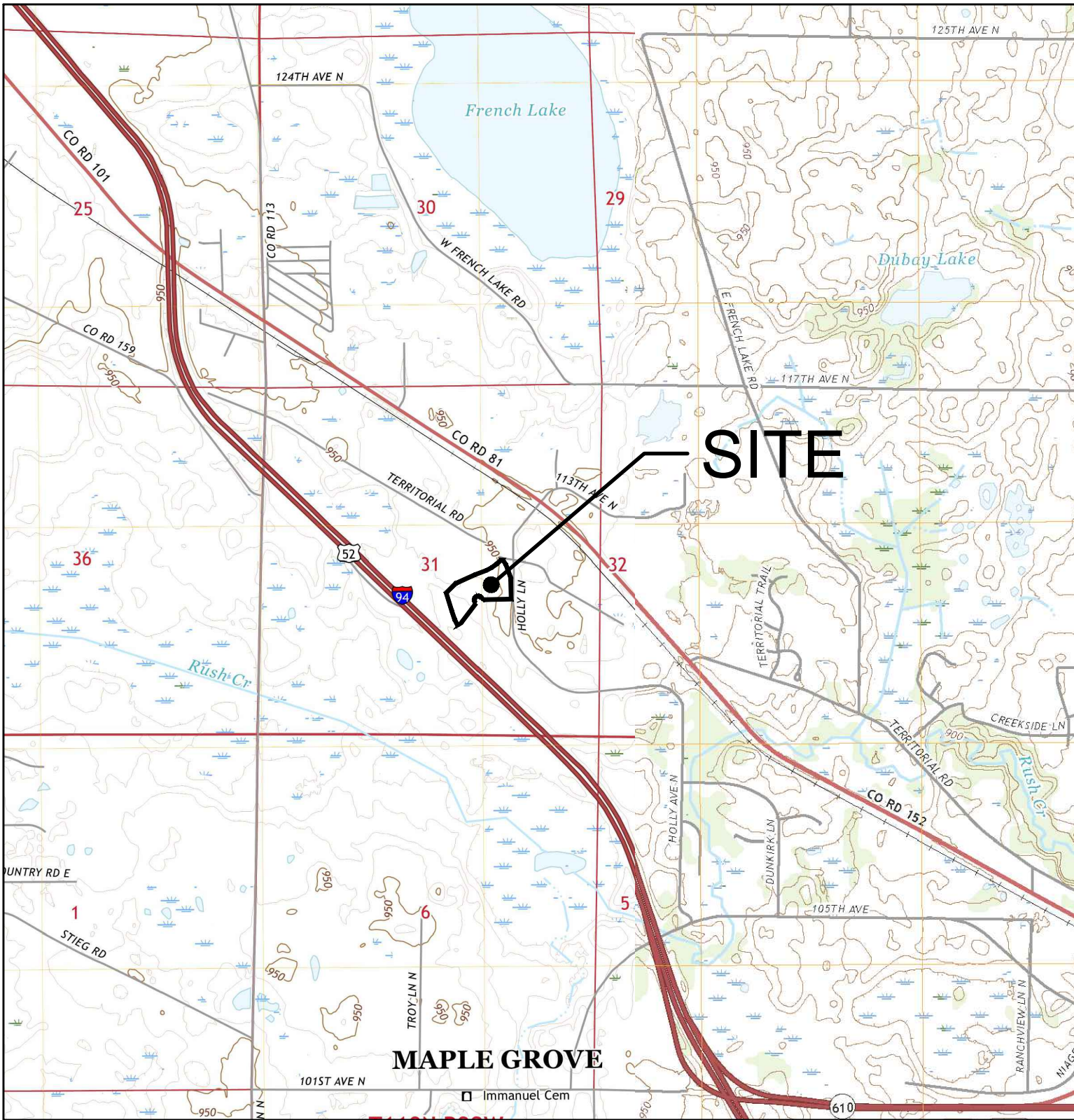
HENNEPIN COUNTY, MINNESOTA

OWNER
KWIK TRIP, INC
STEVEN LOWE
1626 OAK STREET
LA CROSSE, WI 54602
PHONE: 608-793-5954
EMAIL: slowe@kwiktrip.com

CIVIL ENGINEER
CARLSON MCCAIN, INC.
DAN WILKE
3890 PHEASANT RIDGE DR NE, #100
BLAINE, MN 55449
PHONE: 952-346-3864
EMAIL: dwilke@carlsonmccain.com

SITE DESIGNER
CARLSON MCCAIN, INC.
DAN WILKE
3890 PHEASANT RIDGE DR NE, #100
BLAINE, MN 55449
PHONE: 952-346-3864
EMAIL: dwilke@carlsonmccain.com

SURVEYOR
CARLSON MCCAIN, INC.
TOM BALLUFF
3890 PHEASANT RIDGE DR NE, #100
BLAINE, MN 55449
PHONE: 763-489-7916
EMAIL: tballuff@carlsonmccain.com

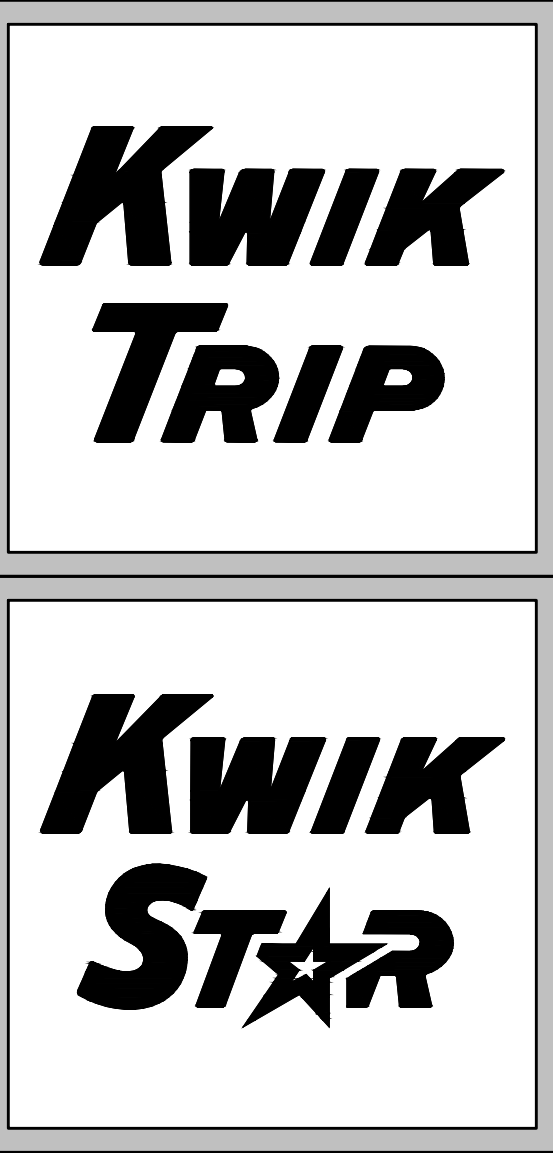


SITE LOCATION MAP

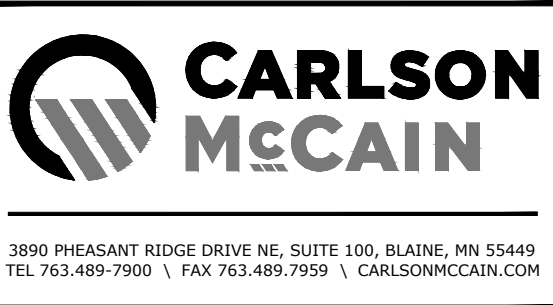


AERIAL LOCATION MAP

SHEET INDEX	
SP1	EXISTING CONDITIONS & REMOVALS PLAN
SP2	SITE PLAN (LAYOUT)
SP2.1	SITE PLAN (KEYNOTE)
SP2.2	SITE CIRCULATION PLAN
SP3	GRADING & EROSION CONTROL PLAN
SP4	UTILITY PLAN
SP4.1	UTILITY PLAN (STORM SEWER)
SP5	STORMWATER POLLUTION PREVENTION PLAN
SP6	DETAILS
SP7	DETAILS
SP8	DETAILS
SP9	DETAILS
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L1	LANDSCAPE PLAN
L2	LANDSCAPE PLAN
L3	LANDSCAPE PLAN
L4	LANDSCAPE PLAN
E1	PHOTOMETRIC LIGHTING PLAN

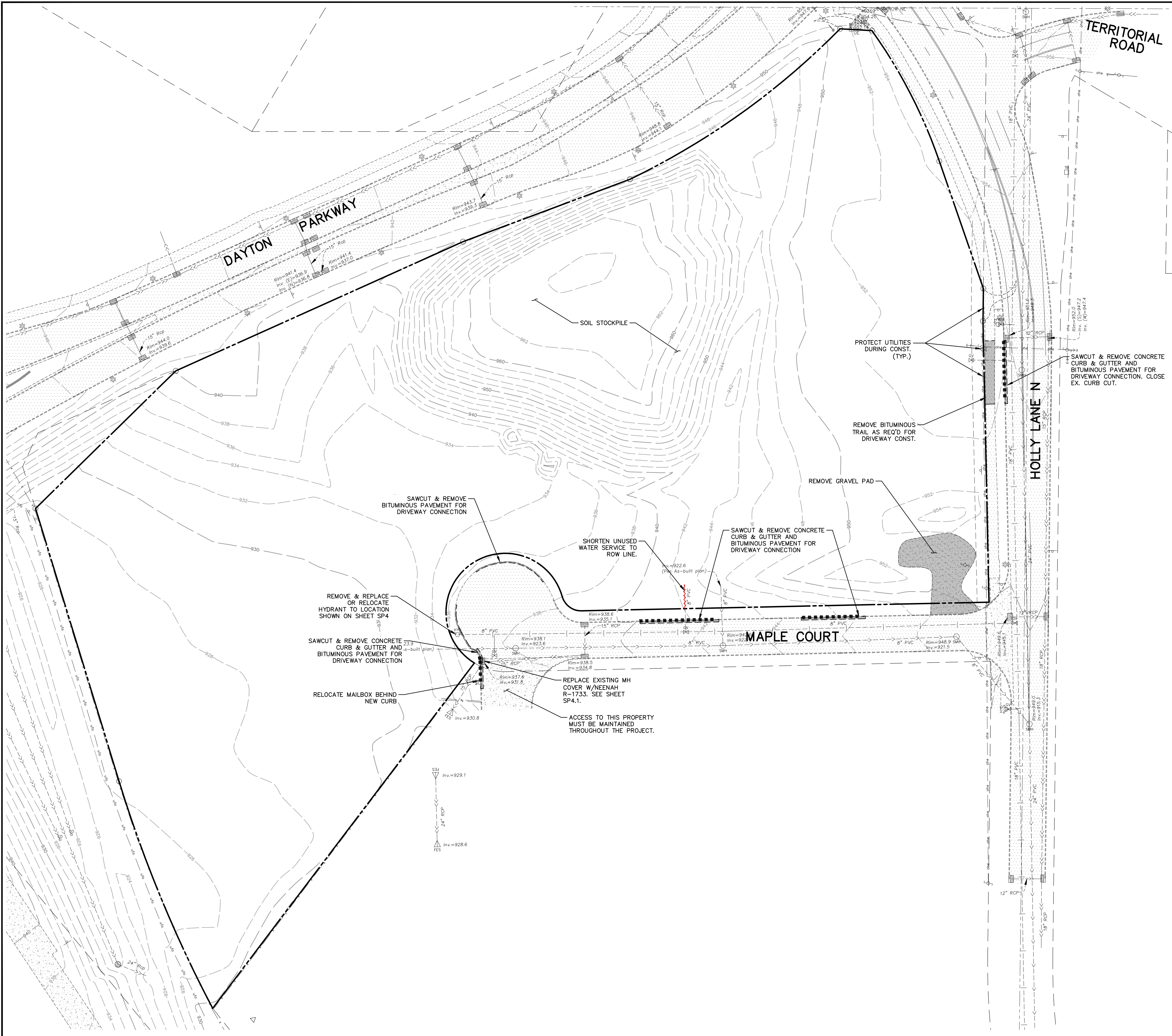


KWIK TRIP, Inc.
P.O. BOX 2107
1626 OAK STREET
LA CROSSE, WI 54602-2107
PH. (608) 781-8988
FAX (608) 781-8960



I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
Name: Daniel J. Wilke, P.E.
Signature: *Dan Wilke*
Date: 08/18/21 License #: 53182

COVER SHEET	CONVENIENCE STORE #1187 WITH SIDE DIESEL		MAPLE COURT & HOLLY LANE N DAYTON, MINNESOTA
	#	DATE	DESCRIPTION
	1	10/25/21	Per City Comments
	2	05/21/24	Per City Comments
DRAWN BY JTR			
SCALE GRAPHIC			
PROJ. NO. 9354-00			
DATE 2021-08-18			
SHEET 1187 G000			



PLAN LEGEND

EXISTING	REMOVAL
CURB	AS NOTED
BITUMINOUS	
CONCRETE WALK	
PROPERTY LINE	
EASEMENT LINE	
STORM SEWER	
SANITARY SEWER	
WATER MAIN	
UNDERGROUND GAS	
UNDERGROUND FIBER OPTIC	
OVERHEAD ELECTRIC	
FENCE	
SIGN	
POWER POLE	
SANITARY MANHOLE	
LIGHT POLE	
MAILBOX	
TELEPHONE BOX	
TELEVISION BOX	
GATE VALVE	
GUY WIRE	
HYDRANT	
HAND HOLE	
ELECTRIC METER	

- EXISTING CONDITIONS NOTE**
1. EXISTING CONDITIONS ARE BASED ON CERTIFICATE OF SURVEY PREPARED BY CARLSON MCCAIN, INC., DATED 04/13/21.
- REMOVAL PLAN NOTES**
1. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATION, DEPTH AND TYPES OF EXISTING UTILITIES AND TO NOTIFY THE OWNER AND ENGINEER IMMEDIATELY OF ANY DISCREPANCIES OR VARIATIONS FROM THE PLANS.
2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL EXISTING UTILITIES, APPURTENANCES AND STRUCTURES NOT INDICATED FOR REMOVAL. DAMAGE CAUSED BY DEMOLITION OPERATIONS SHALL BE REPAIRED AT NO ADDITIONAL COST TO THE OWNER.
3. CONTRACTOR TO REMOVE/RELOCATE EXISTING PRIVATE UTILITIES AS NECESSARY. THE CONTRACTOR SHALL COORDINATE THESE ACTIVITIES WITH THE UTILITY COMPANIES.
4. THE CONTRACTOR IS RESPONSIBLE FOR ALL THE REMOVALS SHOWN ON THE PLANS AND SHALL CONFORM/ADHERE TO ALL GOVERNING STATE AND LOCAL REGULATIONS. ALL PERMITS, APPLICATIONS AND FEES ARE THE RESPONSIBILITY OF THE CONTRACTOR.
5. NO CLOSURES OR RESTRICTIONS OF ANY KIND SHALL BE IMPOSED UPON THE PUBLIC USE OF MAPLE COURT, HOLLY LANE, OR DAYTON PARKWAY WITHOUT THE CITY'S PERMISSION. SHOULD ANY LANE RESTRICTIONS BE NECESSARY, THE CONTRACTOR SHALL NOTIFY THE CITY AT LEAST 48 HOURS IN ADVANCE AND PROVIDE A TRAFFIC CONTROL PLAN.

0 25 50 100
(IN FEET)

BENCHMARKS

1. MINNESOTA DEPARTMENT OF TRANSPORTATION
CSD STATION #11201
(NAME: BRENNIA MNDT RM 2)
ELEVATION = 950.22 FT. (NAVD 88)

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KWIK TRIP, Inc.
P.O. BOX 2107
1626 OAK STREET
LA CROSSE, WI 54602-2107
PH. (608) 781-8988
FAX (608) 781-8960



I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Name: Daniel J. Wilke, P.E.
Signature: [Signature]
Date: 08/18/21 License #: 53182

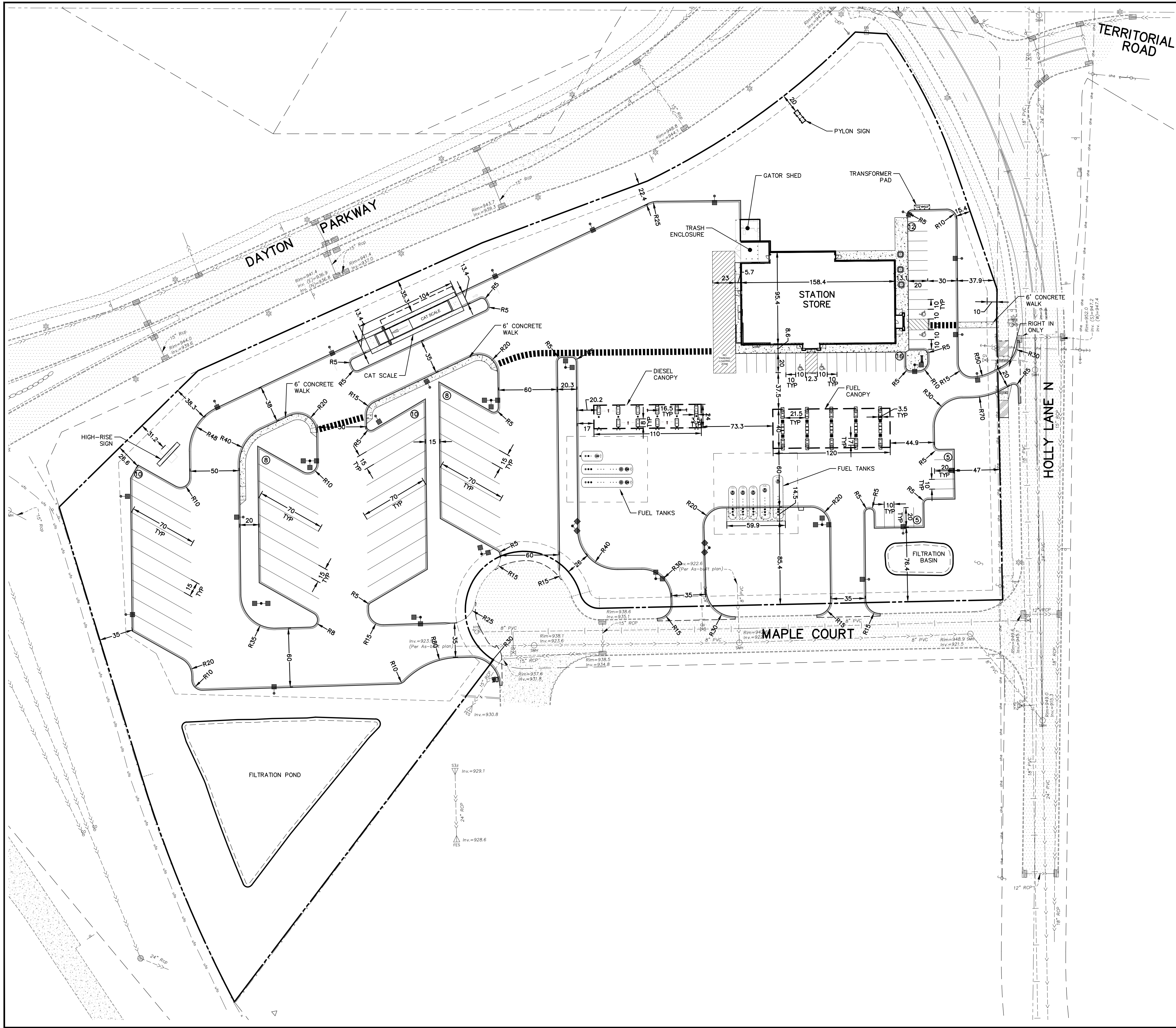
EXISTING CONDITIONS & REMOVALS PLAN

CONVENIENCE STORE #1187 WITH SIDE DIESEL

MAPLE COURT & HOLLY LANE N DAYTON, MINNESOTA

#	DATE	DESCRIPTION
1	10/25/21	Per City Comments
2	05/21/24	Per City Comments

DRAWN BY: JTR
SCALE: GRAPHIC
PROJ. NO.: 9354-00
DATE: 2021-08-18
SHEET: 1187 SP1



PLAN LEGEND	
EXISTING	PROPOSED
CURB	
BITUMINOUS	
CONCRETE PAVEMENT	
CONCRETE WALK	
PROPERTY LINE	
EASEMENT LINE	
STORM SEWER	
SANITARY SEWER	
WATER MAIN	
UNDERGROUND GAS	
UNDERGROUND FIBER OPTIC	
OVERHEAD ELECTRIC	
FENCE	
SIGN	
POWER POLE	
SANITARY MANHOLE	
LIGHT POLE	
MAILBOX	
TELEPHONE BOX	
TELEVISION BOX	
GATE VALVE	
GUY WIRE	
HYDRANT	
HAND HOLE	
ELECTRIC METER	

- SITE PLAN NOTES**
- ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
 - CONCRETE CURB AND GUTTER SHALL BE B612 UNLESS OTHERWISE NOTED.
 - IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY THE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES PRIOR TO THE START OF SITE WORK. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF DISCREPANCIES OR VARIATIONS FROM THE PLAN.
 - UNLESS OTHERWISE SHOWN ON THIS DRAWING, CONTRACTOR SHALL PROVIDE CONTROL JOINTS, CONSTRUCTION JOINT AND EXPANSION JOINTS IN SLAB ON GRADE, SIDEWALKS AND DRIVES PER THE FOLLOWING REQUIREMENTS:
CONTROL JOINT MAX. SPACING: WALKS-8' O.C.
ALL OTHERS-10' O.C.
SAW CUT CONTROL JOINTS MINIMUM 1/4 CONCRETE THICKNESS.
EXPANSION JOINT MAX. SPACING: WALKS-24' O.C.
*ALL OTHERS-40' O.C.
*ALL POINTS WHERE A CHANGE IN PAVEMENT THICKNESS OCCURS SHALL HAVE AN EXPANSION JOINT.
DOWELL ALL EXPANSION JOINTS: 24" O.C. MAX.
CONCRETE SEALER SHALL BE TK-26UV.

SITE DATA	
ZONING:	B-3
PARCEL AREA:	447,509 SF
HARD SURFACE AREA:	
STATION STORE:	14,423 SF 3%
PAVEMENT:	223,394 SF 51%
TOTAL:	243,817 SF 54%
PERVIOUS SURFACE AREA:	203,692 SF 46%
BUILDING HEIGHTS:	
STATION STORE:	24.0 FT
FUEL CANOPIES:	15.5 FT

PARKING SUMMARY	
STANDARD STALLS	34
HANDICAP STALLS	4
TRUCK STALLS	36
FUEL CANOPY STALLS	20
DIESEL CANOPY STALLS	5
TOTAL STALLS	99

BENCHMARKS
1. MINNESOTA DEPARTMENT OF TRANSPORTATION
GSID STATION #11201
(NAME: BRENNIA MNDT RM 2)
ELEVATION = 950.22 FT. (NAVD 88)

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LA CROSSE, WI 54602-2107
PH. (608) 781-8988
FAX (608) 781-8960

3890 PHEASANT RIDGE DRIVE NE, SUITE 100, BLAINE, MN 55449
TEL 763.489.7900 \ FAX 763.489.7959 \ CARLSONMCCAIN.COM

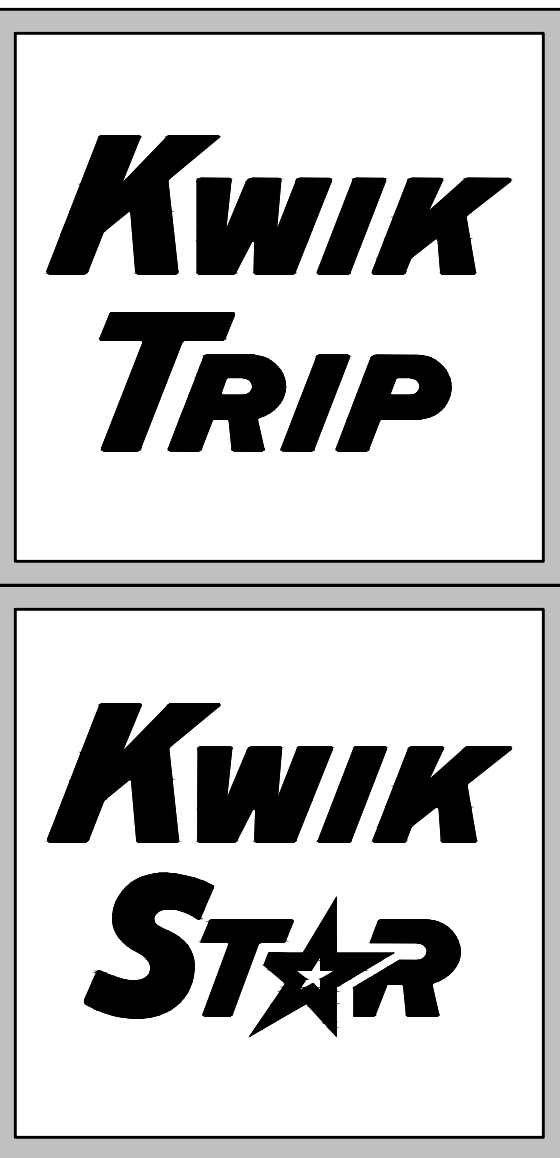
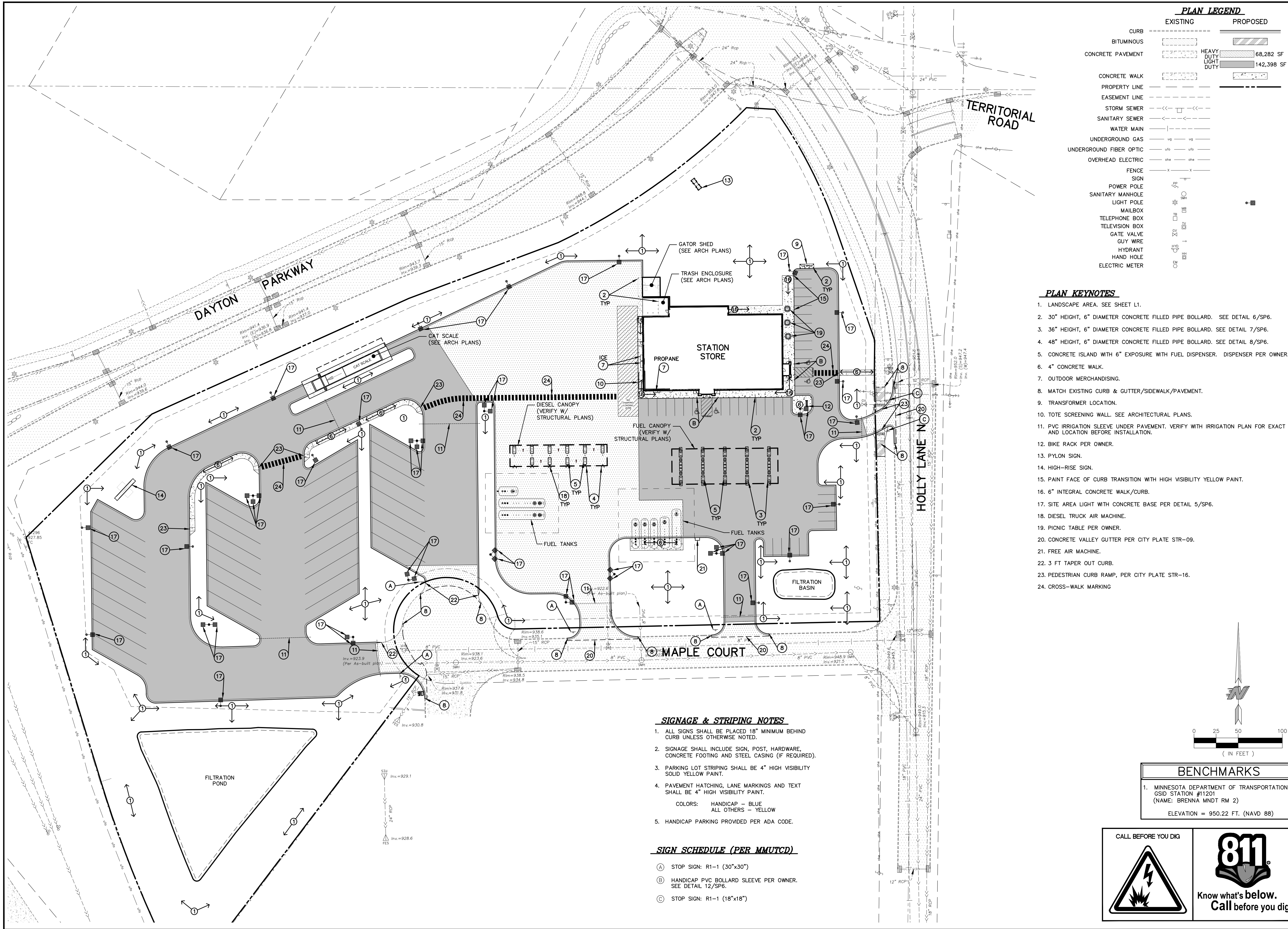
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Name: Daniel J. Wilke, P.E.
Signature:
Date: 08/18/21 License #: 53182

SITE PLAN (LAYOUT)
CONVENIENCE STORE #11187
WITH SIDE DIESEL
MAPLE COURT & HOLLY LANE N
DAYTON, MINNESOTA

#	DATE	DESCRIPTION
1	10/25/21	Per City Comments
2	05/21/24	Per City Comments
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DRAWN BY: JTR
SCALE: GRAPHIC
PROJ. NO.: 9354-00
DATE: 2021-08-18
SHEET: 1187 SP2



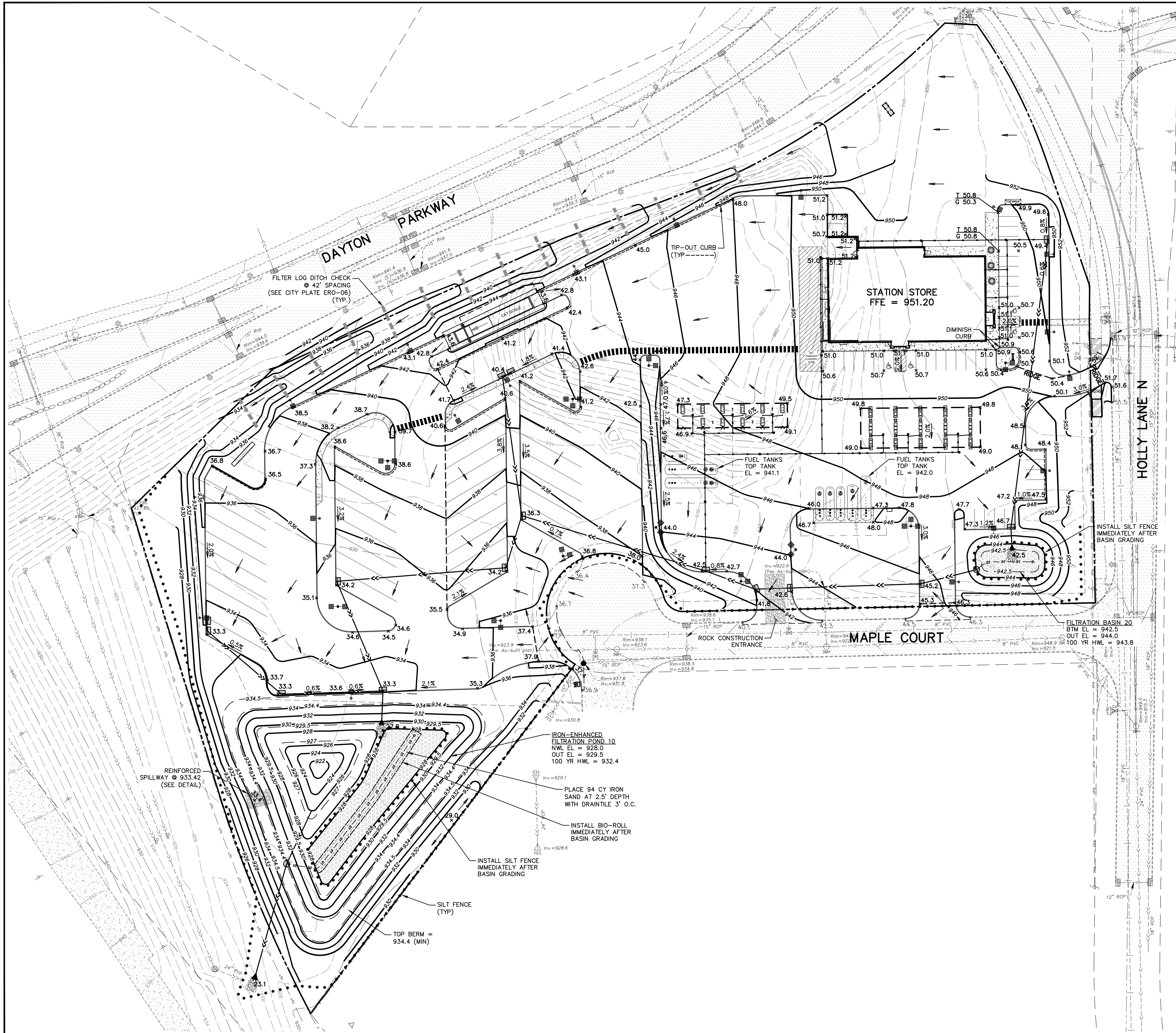
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Signature: [Signature]
Date: 08/18/21 License #: 53182

SITE PLAN (KEYNOTE)		
CONVENIENCE STORE #11187 WITH SIDE DIESEL		
MAPLE COURT & HOLLY LANE N DAYTON, MINNESOTA		
#	DATE	DESCRIPTION
1	10/25/21	Per City Comments
2	05/21/24	Per City Comments
DRAWN BY JTR		
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PROJ. NO. 9354-00		
DATE 2021-08-18		
SHEET 1187 SP2.1		



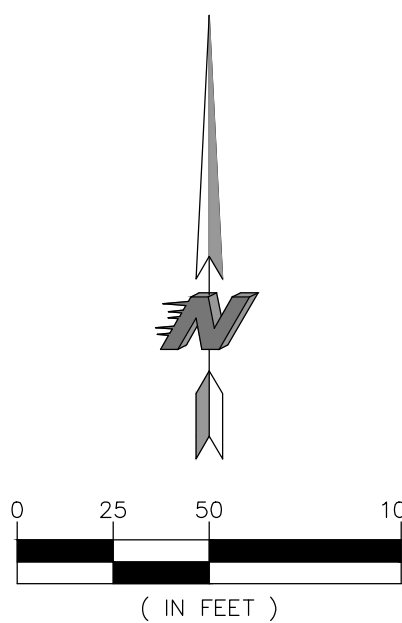
PLAN LEGEND	
EXISTING	PROPOSED
CURB	
BITUMINOUS	
CONCRETE PAVEMENT	
CONCRETE WALK	
GRAVEL	
PROPERTY LINE	
EASEMENT LINE	
STORM SEWER	
SANITARY SEWER	
WATER MAIN	
UNDERGROUND GAS	
UNDERGROUND FIBER OPTIC	
OVERHEAD ELECTRIC	
FENCE	
COMMUNICATIONS BOX	
POWER POLE	
SANITARY MANHOLE	
LIGHT POLE	
SIGN	
TRANSMISSION TOWER	
GAS VALVE	
WATER VALVE	
GUY WIRE	
HYDRANT	
10' CONTOUR	
2' CONTOUR	
SPOT ELEVATION (CURB ELEVATIONS ARE TO GUTTER LINE)	
SILT FENCE	
DITCH CHECK	
BIO-ROLLS	

GOVERNING SPECIFICATIONS

- THE LATEST EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION".
- THE LATEST EDITION OF THE CITY OF DAYTON STANDARD DETAILS AND SPECIFICATIONS.
- THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD).
- THE LATEST EDITION OF THE CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM) STANDARD SPECIFICATIONS.

GRADING NOTES

- SILT FENCE AND EXISTING CATCH BASIN INLET PROTECTION SHALL BE INSTALLED PRIOR TO GRADING CONSTRUCTION, AND SHALL BE MAINTAINED UNTIL SITE HAS BEEN STABILIZED.
- CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES AND PAVEMENTS PRIOR TO THE START OF GRADING CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF DISCREPANCIES OR VARIATIONS FROM THE PLAN.
- CONTRACTOR SHALL STRIP, STOCKPILE AND RESPREAD SUFFICIENT TOPSOIL TO PROVIDE A MINIMUM OF 4" OF TOPSOIL OVER ALL DISTURBED AREAS THAT WILL BE SODDED, SEEDED OR LANDSCAPED.
- EROSION CONTROL BLANKET SHALL BE USED ON ALL SLOPES 3H:1V OR GREATER.



BENCHMARKS	
1. MINNESOTA DEPARTMENT OF TRANSPORTATION GSID STATION #11201 (NAME: BRENNIA MNDT RM 2) ELEVATION = 950.22 FT. (NAVD 88)	



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Trip**

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Star**

KWIK TRIP, Inc.
P.O. BOX 2107
1626 OAK STREET
LA CROSSE, WI 54602-2107
PH. (608) 781-8988
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**CARLSON
McCain**

3890 PHEASANT RIDGE DRIVE NE, SUITE 100, BLAINE, MN 55449
TEL 763.489.7900 \ FAX 763.489.7959 \ CARLSONMCCAIN.COM

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Name: Daniel J. Wilke, P.E.
Signature: *Dan Wilke*
Date: 08/18/21 License #: 53182

GRADING & EROSION
CONTROL PLAN
CONVENIENCE STORE #11187
WITH SIDE DIESEL
MAPLE COURT & HOLLY LANE N
DAYTON, MINNESOTA

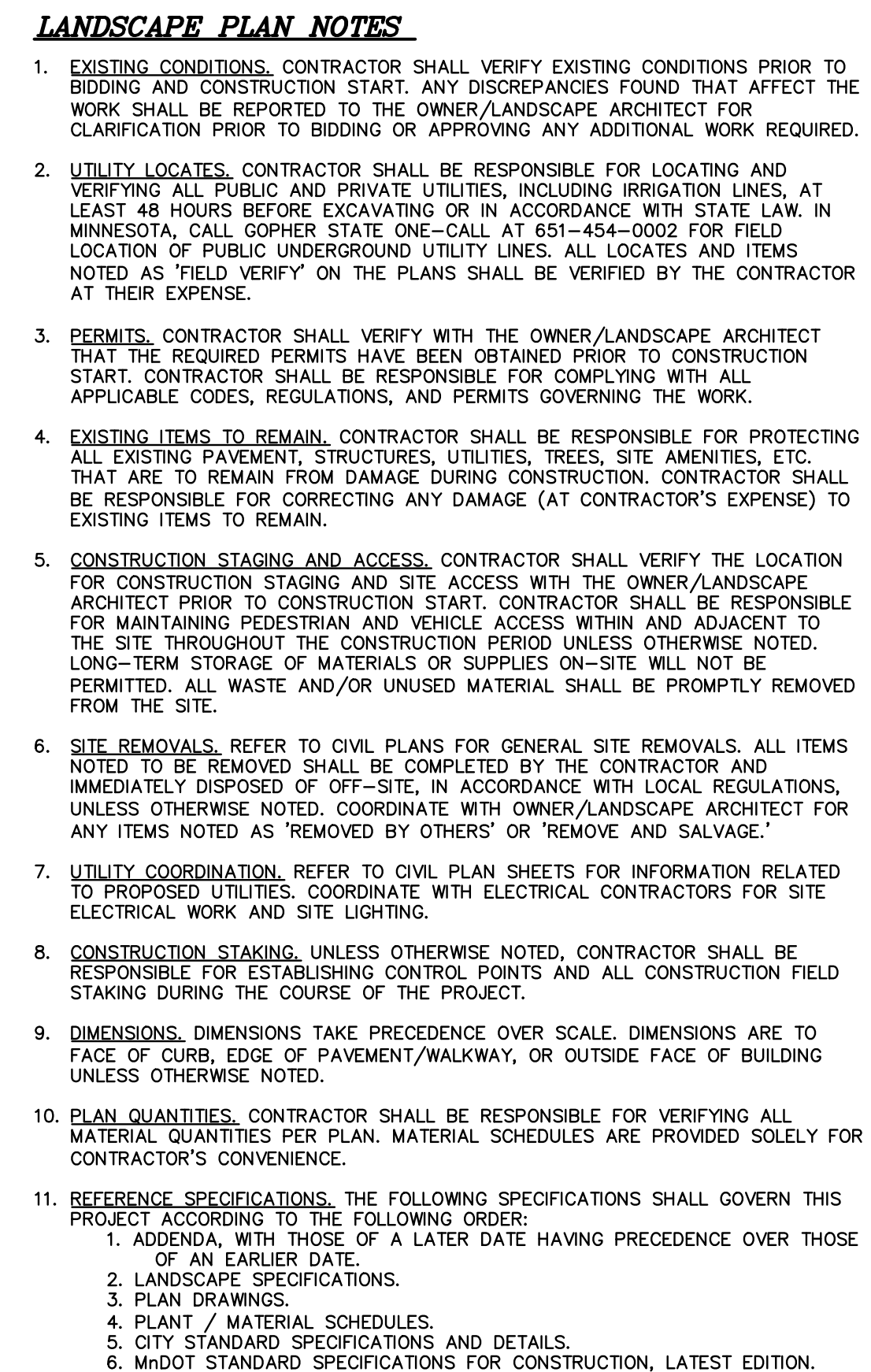
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SCALE GRAPHIC
PROJ. NO. 9354-00
DATE 2021-08-18
SHEET 1187 SP3






90



1. **EXISTING CONDITIONS.** CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO BIDDING AND CONSTRUCTION START. ANY DISCREPANCIES FOUND THAT AFFECT THE WORK SHALL BE REPORTED TO THE OWNER/LANDSCAPE ARCHITECT FOR CLARIFICATION PRIOR TO BIDDING OR APPROVING ANY ADDITIONAL WORK REQUIRED.
2. **UTILITY LOCATES.** CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING ALL PUBLIC AND PRIVATE UTILITIES, INCLUDING IRRIGATION LINES, AT LEAST 48 HOURS BEFORE EXCAVATING OR IN ACCORDANCE WITH STATE LAW. IN MINNESOTA, CALL Gopher State One-Call at 651-454-0002 FOR FIELD LOCATION OF PUBLIC UNDERGROUND UTILITY LINES. ALL LOCATES AND ITEMS NOTED AS "FIELD VERIFY" ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR AT THEIR EXPENSE.
3. **PERMITS.** CONTRACTOR SHALL VERIFY WITH THE OWNER/LANDSCAPE ARCHITECT THAT THE REQUIRED PERMITS HAVE BEEN OBTAINED PRIOR TO CONSTRUCTION START. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE CODES, REGULATIONS, AND PERMITS GOVERNING THE WORK.
4. **EXISTING ITEMS TO REMAIN.** CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING PAVEMENT, STRUCTURES, UTILITIES, TREES, SITE AMENITIES, ETC. THAT ARE TO REMAIN FROM DAMAGE DURING CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING ANY DAMAGE (AT CONTRACTOR'S EXPENSE) TO EXISTING ITEMS TO REMAIN.
5. **CONSTRUCTION STAGING AND ACCESS.** CONTRACTOR SHALL VERIFY THE LOCATION FOR CONSTRUCTION STAGING AND SITE ACCESS WITH THE OWNER/LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION START. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING PEDESTRIAN AND VEHICLE ACCESS WITHIN AND ADJACENT TO THE SITE THROUGHOUT THE CONSTRUCTION PERIOD UNLESS OTHERWISE NOTED. LONG-TERM STORAGE OF MATERIALS OR SUPPLIES ON-SITE WILL NOT BE PERMITTED. ALL WASTE AND/OR UNUSED MATERIAL SHALL BE PROMPTLY REMOVED FROM THE SITE.
6. **SITE REMOVALS.** REMOVER TO CIVIL PLANS FOR GENERAL SITE REMOVALS. ALL ITEMS NOTED TO BE REMOVED SHALL BE COMPLETED BY THE CONTRACTOR AND IMMEDIATELY DISPOSED OF OFF-SITE, IN ACCORDANCE WITH LOCAL REGULATIONS, UNLESS OTHERWISE NOTED. COORDINATE WITH OWNER/LANDSCAPE ARCHITECT FOR ANY ITEMS NOTED AS "REMOVED BY OTHERS" OR "REMOVE AND SALVAGE."
7. **UTILITY COORDINATION.** REMOVER TO CIVIL PLAN SHEETS FOR INFORMATION RELATED TO PROPOSED UTILITIES. COORDINATE WITH ELECTRICAL CONTRACTORS FOR SITE ELECTRICAL WORK AND SITE LIGHTING.
8. **CONSTRUCTION STAKING.** UNLESS OTHERWISE NOTED, CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING CONTROL POINTS AND ALL CONSTRUCTION FIELD STAKING DURING THE COURSE OF THE PROJECT.
9. **DIMENSIONS.** DIMENSIONS TAKE PRECEDENCE OVER SCALE. DIMENSIONS ARE TO FACE OF CURB, EDGE OF PAVEMENT/WALKWAY, OR OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
10. **PLAN QUANTITIES.** CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL MATERIAL QUANTITIES PER PLAN. MATERIAL SCHEDULES ARE PROVIDED SOLELY FOR CONTRACTOR'S CONVENIENCE.
11. **REFERENCE SPECIFICATIONS.** THE FOLLOWING SPECIFICATIONS SHALL GOVERN THIS PROJECT ACCORDING TO THE FOLLOWING ORDER:
 1. ADDENDA, WITH THOSE OF A LATER DATE HAVING PRECEDENCE OVER THOSE OF AN EARLIER DATE.
 2. LANDSCAPE SPECIFICATIONS.
 3. PLAN DRAWINGS.
 4. PLANT / MATERIAL SCHEDULES.
 5. CITY STANDARD SPECIFICATIONS AND DETAILS.
 6. MNDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION, LATEST EDITION.

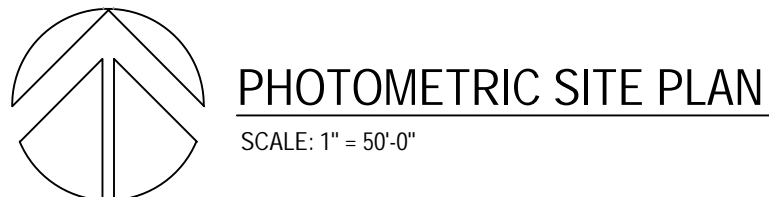
**Kwik
STAR**

Name: Ryan J. Ruttger, RLA
Signature: 
Date: 08/18/21 License #: 56346

MAPLE COURT & HOLLY LANE N
DAYTON, MINNESOTA

DRAWN BY	RJR
SCALE	GRAPHIC
PROJ. NO.	9354-00
DATE	2021-08-18
SHEET	1187 1

1187 L1



- LED LIGHT MOUNTED UNDER FUEL CANOPIES
- LED STRIP LIGHT MOUNTED IN GABLE
- RECESSED LED DOWNLIGHT
- POLE MOUNTED LED FIXTURE
- CAMERA
- WALL MOUNTED LED FIXTURE

AVERAGE: 2.6
MAXIMUM: 91.9
MINIMUM: 0.0

D20	- 45
S7E	- 4
CF	- 20
CFBK	- 20
CWT	- 3
P13	- 2
P13L	- 1
P1F	- 11
P1FL	- 4
P23	- 1
P23L	- 3
P2F	- 17
P2FL	- 4

PROVIDE (12) 16' POLES AND (17) 27' POLES

1. FOOTCANDLE LEVELS SHOWN ON THIS PLAN ARE CALCULATED AT GRADE LEVEL.
2. ALL POLES SHALL BE INSTALLED A MINIMUM OF 3'-0" FROM BACK OF CURB TO EDGE OF POLE BASE UNLESS NOTED.
3. POLE THAT ARE LOCATED AT CORNER OF ISLAND SHALL BE A MINIMUM OF 6'-0" FROM BACK OF CURB TO EDGE OF POLE BASE. POLES THAT MUST BE INSTALLED LESS THAN 6'-0" FROM BACK OF CURB TO EDGE OF POLE BASE SHALL HAVE PROTECTIVE BOLLARDS INSTALLED AROUND THE POLE BASE. COORDINATE WITH KWIK TRIP PRIOR TO INSTALLATION.

D20 - RECESSED LED DOWNLIGHT
GOTHAM EVO-35/30-BAR-WD-120-TRW

S7E - LED STRIP LIGHT MOUNTED IN GABLE LITHONIA
TZL1N-L96-1000MM-FST-MVOLT

CF - LSI LIGHTING: SCV-LED-23L-SCFT-UNV-DIM-50-WHT MOUNTED
UNDER GAS CANOPY MOUNT FIXTURES WITH FORWARD
THROW OPTIC AIMING IN DIRECTION OF ARROW.

FBFK - LSI LIGHTING: SCV-LED-23L-SCFT-UNV-DIM-50-BLK
MOUNTED UNDER DIESEL CANOPY MOUNT FIXTURES WITH
FORWARD THROW OPTIC AIMING IN DIRECTION OF ARROW.

CWT - LED WALL PACK LSI LIGHTING: XWP5S-FT-LED-48-350-CW-U-
FOOTCANDLES CALCULATED AT MOUNTING HEIGHT OF 8'-6"

P13L - LSI LIGHTING: MRS-LED-18L-SIL-3-UNV-50-70CRI-WHT

P13L - LSI LIGHTING: MRS-LED-18L-SIL-3-UNV-50-70CRI-WHT-IL

P1F - LSI LIGHTING: MRS-LED-18L-SIL-FT-UNV-50-70CRI-WHT-IL

P1F1L - LSI LIGHTING: MRS-LED-18L-SIL-FT-UNV-50-70CRI-WHT-IL

P23 - LSI LIGHTING: MRS-LED-30L-SIL-3-UNV-50-70CRI-WHT

P23L - LSI LIGHTING: MRS-LED-30L-SIL-3-UNV-50-70CRI-WHT-IL

P2F - LSI LIGHTING: MRS-LED-30L-SIL-FT-UNV-50-70CRI-WHT-IL

P2F1L - LSI LIGHTING: MRS-LED-30L-SIL-FT-UNV-50-70CRI-WHT-IL

- 1 CONTRACTOR SHALL INSTALL POLE MOUNT FIXTURE 12'-0" FROM THE OVER DIG OF UNDERGROUND FUEL TANK TO EDGE OF POLE BASE.
- 2 CONTRACTOR SHALL POLE MOUNT FIXTURE 12'-0" FROM BACK OF CURB TO EDGE OF POLE BASE.
- 3 CONTRACTOR SHALL POLE MOUNT FIXTURE 6'-0" FROM BACK OF CURB TO EDGE OF POLE BASE.
- 4 CONTRACTOR SHALL ENSURE ALL LIGHT FIXTURES ARE 20'-0" FROM FUEL TANK VENT.
- 5 CONTRACTOR SHALL POLE MOUNT FIXTURE 8'-0" FROM BACK OF CURB TO EDGE OF POLE BASE.
- 6 CONTRACTOR SHALL POLE MOUNT FIXTURE 3'-0" FROM BACK OF SIDEWALK TO EDGE OF POLE BASE.
- 7 COORDINATE LOCATION AND MOUNTING HEIGHT OF SECURITY CAMERA WITH OWNER.



2021-0195.34

GRaEF
275 West Wisconsin Avenue, Suite 300
Milwaukee, WI 53203
414 / 259 1500
414 / 259 0037 fax

Kwik TRIP

**Kwik
STAR**

KWIK TRIP, Inc.
P.O. BOX 2107
1626 OAK STREET
LA CROSSE, WI 54602-2107
PH. (608) 781-8988
FAX (608) 781-8960



**CARLSON
McCAIN**

3890 PHEASANT RIDGE DRIVE NE, SUITE 100, BLAINE, MN 55449
TEL 763.489.7900 \ FAX 763.489.7959 \ CARLSONMCCAIN.COM

Name: _____
Signature: _____
Date: _____ License #: _____

PHOTOMETRIC SITE PLAN
CONVENIENCE STORE #111
WITH SIDE DIESEL
MAPLE COURT & HOLLY LANE N
DAYTON, MINNESOTA

[illegible]

C800

ITEM:

Resolution Approving the Final Plat of Dayton Field 4th Addition and Development Agreement.

APPLICANT:

Jon Rausch, Landspec Fund 3 LLC

PREPARED BY:

Jon Sevald, Community Development Director

POLICY DECISION / ACTION TO BE CONSIDERED:

Motion to Approve/Deny Final Plat of Dayton Field 4th Addition, and Development Agreement

BACKGROUND:

The City Council previously approved the Final Plat and Development Agreement (DA) on December 12, 2023 to include two lots for J&A Glass and QT Commercial. Since this time, QT Commercial has pulled out of the project for unknown reasons. Neither the plat nor DA were recorded. The developer has re-submitted the Final Plat for one lot (J&A Glass) and one outlot. The intent of the outlot is to delay paying development fees until which time there is a buyer of the outlot. The outlot would then be re-platted as a new addition, and a separate DA would be approved at that time.

CRITICAL ISSUES:

None

COMMISSION REVIEW / ACTION (IF APPLICABLE):

N/A

60/120-DAY RULE (IF APPLICABLE):

	60-Days	120-Days
Final Plat	Jun 21, 2024	Aug 23, 2024

RELATIONSHIP TO COUNCIL GOALS:

N/A

BUDGET IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

ATTACHMENT(S):

Aerial Photo
Final Plat
Resolution
Development Agreement



KNOW ALL PERSONS BY THESE PRESENTS: That Landspec Fund 3 LLC, a Minnesota limited liability company, owner of the following described property:

OUTLOT B, DAYTON FIELD 2ND ADDITION.

Has caused the same to be surveyed and platted as DAYTON FIELD 4TH ADDITION and does hereby dedicate to the public for public use the drainage and utility easements as created by this plat.

In witness whereof said Landspec Fund 3 LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this ____ day of _____, 20__.

Signed: LANDSPEC FUND 3 LLC

By: _____
Jonathan T. Rausch, Managing Member

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on _____ by Jonathan T. Rausch, Managing Member of Landspec Fund 3 LLC, a Minnesota limited liability company, on behalf of the company.

(Signed)

(Printed)
Notary Public, _____ County, _____
My commission expires _____

I Kevin C. McCain do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been or will be correctly set within one year; that all water boundaries and wet lands as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certification are shown and labeled on this plat; and that all public ways are shown and labeled on this plat.

Dated this ____ day of _____, 20__.

Kevin C. McCain, Licensed Land Surveyor
Minnesota License No. 58542

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on _____ by Kevin C. McCain.

(Signed)

(Printed)
Notary Public, _____ County, Minnesota
My commission expires _____

CITY COUNCIL, CITY OF DAYTON, MINNESOTA

This plat of DAYTON FIELD 4TH ADDITION was approved and accepted by the City Council of the City of Dayton, Minnesota, at a regular meeting thereof held this ____ day of _____, 20__, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

By: _____, Mayor By: _____, Clerk

COUNTY AUDITOR, Hennepin County, Minnesota

I hereby certify that taxes payable in 20__ and prior years have been paid for land described on this plat, dated this ____ day of _____, 20__.

Daniel Rogan, County Auditor By: _____, Deputy

SURVEY DIVISION, Hennepin County, Minnesota

Pursuant to Minnesota Statutes, Section 383B.565 (1969), this plat has been approved this ____ day of _____, 20__.

Chris F. Mavis, County Surveyor By: _____

COUNTY RECORDER, Hennepin County, Minnesota

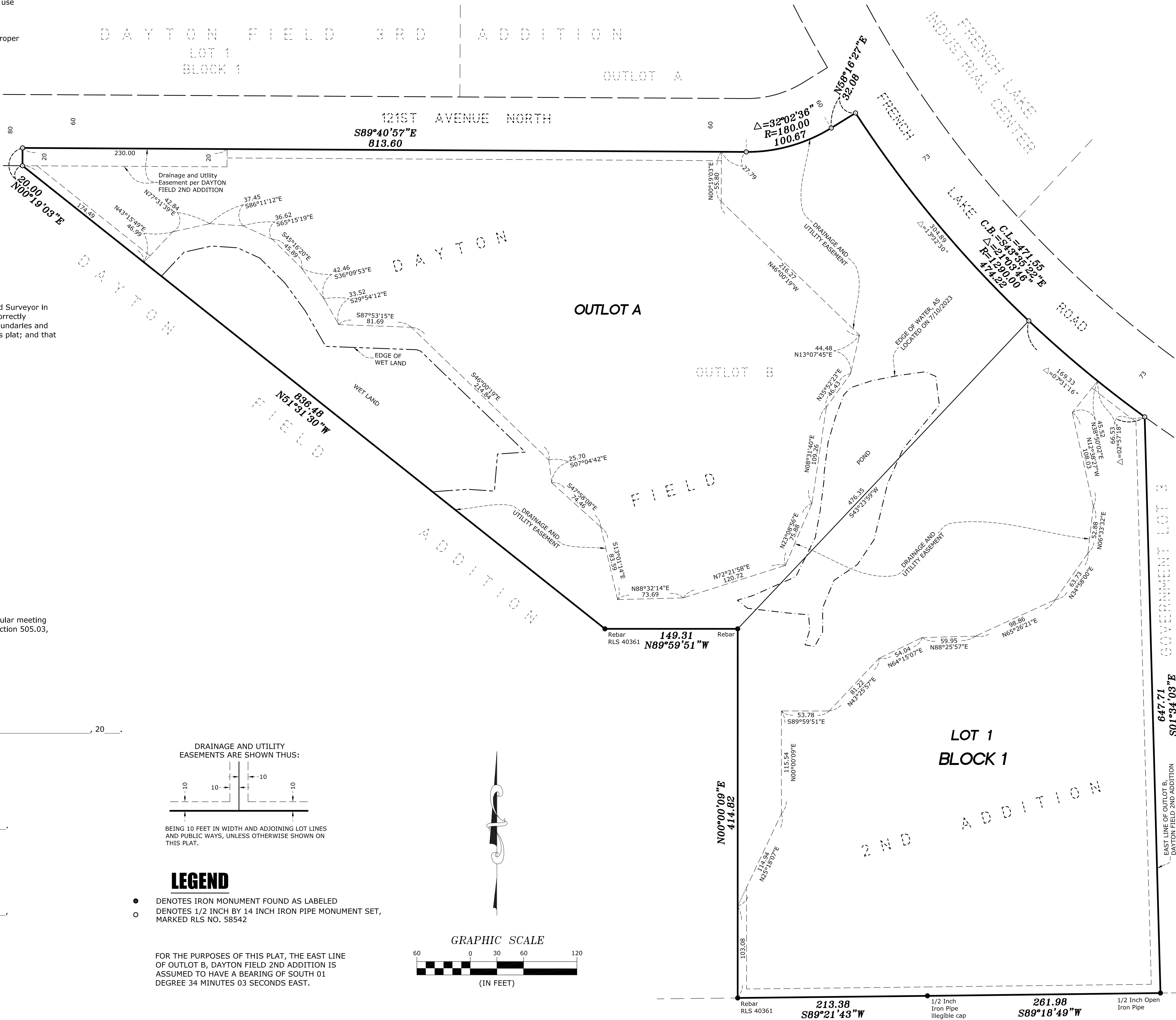
I hereby certify that the within plat of DAYTON FIELD 4TH ADDITION was recorded in this office this ____ day of _____, 20__, at ____ o'clock ____M.

Amber Bougie, County Recorder By: _____, Deputy



DAYTON FIELD 4TH ADDITION

C.R. DOC. NO. _____



(reserved for recording information)

DEVELOPMENT AGREEMENT

(Developer Installed Improvements)

DAYTON FIELD 4TH ADDITION

This **DEVELOPMENT AGREEMENT** (“Agreement”) dated May 28, 2024, is by and between the **CITY OF DAYTON**, a Minnesota municipal corporation, whose principal place of business is at 12260 South Diamond Lake Road, Dayton, MN 55327 (“City”), and **LANDSPEC FUND 3 LLC**, a Minnesota limited liability company, whose principal place of business is located at 4558 Trading Post Trail South, Afton, MN 55001 (“Developer”).

RECITALS

- A. Developer is the fee owner and developer of a parcel or parcels of land that is situated in the City of Dayton, County of Hennepin, State of Minnesota, and is legally described as follows: *OUTLOT B, DAYTON FIELD 2ND ADDITION* (the “Property”); and
- B. Developer has asked the City to approve a FINAL plat for ***DAYTON FIELD 4TH ADDITION*** (the “Plat” or the “Project”), consisting of one (1) lot to be developed for industrial use, which is referred to in this Agreement as “Lot 1”, and one (1) outlot to be replatted in the future, which is referred to in this Agreement as “Outlot”; and
- C. On November 23, 2023 the City Council for the City of Dayton adopted Resolution 39-2023, approving the PRELIMINARY Plat as prepared by Kevin C. McCain (E.G. Rud & Sons, Inc.), which is on file with the City; and
- D. On November 23, 2023, the City Council for the City of Dayton adopted Resolution 41-2023 approving the Site Plan for proposed Lot 1, Block 1, Dayton Field 4th Addition; and

- E. Following recording of the Plat as required by this Agreement, the Property shall be legally described as follows: *Outlot A, and Lot 1, Block 1, Dayton Field 4th Addition*; and
- F. It is anticipated that following recording of the Plat by Developer, Developer will convey Lot 1 to French Lake Architectural LLC (the “Lot 1 Buyer”), who will individually assume all of the rights, duties, and obligations of this Agreement related to the Plat and development of the Property on Lot 1; and
- G. Upon such assumption, any reference to “Developer” in this Agreement shall be read as to refer to the “Lot 1 Buyer” as related to Lot 1; and
- H. Until such time as Developer conveys the Lot 1, Developer shall be responsible for all terms and conditions of this Agreement for Lot 1; and
- I. This Agreement is entered into for the purpose of setting forth and memorializing for the parties and subsequent owners the understandings and agreements of the parties concerning the Plat and development of the Property.

NOW THEREFORE, the City and Developer agree as follows:

1. **Conditions of Final Plat Approval.** The City approved the Final Plat on May 28, 2024, on condition that Developer enter into this Agreement, furnish the security required by this Agreement, and record the Final Plat with the Office of the Hennepin County Recorder or Registrar of Titles, as applicable, no later than 60 days after the City Council approves the Final Plat.

2. **Right to Proceed.** Within the Plat, Developer may not grade or otherwise disturb the earth, remove trees, construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings until:

- A. This Agreement has been fully executed by both parties and filed with the City Clerk;
- B. The required security has been received by the City;
- C. The Plat has been recorded in the Office of the Hennepin County Recorder or Registrar of Titles, as applicable; and
- D. The City’s Administrator or designee has issued a letter to Developer notifying Developer that all conditions have been satisfied, and allowing Developer to proceed.

3. **Changes in Official Controls.** For one year from the date of this Agreement, no amendments to the City’s Comprehensive Plan, or official controls shall apply to or affect the use, development density, lot size, lot layout, or dedications of the approved preliminary plat unless required by state or federal law, or agreed to in writing by the City and Developer. After that date, notwithstanding anything in this Agreement to the contrary, to the full extent permitted by state law, the City may require compliance with any amendments to the City’s Comprehensive Plan, official controls, platting, or dedication requirements enacted after the date of this Agreement with respect to that portion of the Property which did not receive final plat approval prior to any such amendments.

4. **Development Plans.** The Plat shall be developed in accordance with the plans listed below (collectively, the “Plans”). The Plans shall not be attached to this Agreement. With the exception of Plans A and B, the Plans may be prepared, subject to City approval, after the effective date of this Agreement, but before commencement of any work in the Plat. An erosion control plan shall be approved by the City Engineer and/or the Elm Creek Watershed Management Commission. If the Plans vary from applicable City standards, City standards shall control. The Plans are:

Plan A – Preliminary Plat, August 29, 2023

Plan B – Final Plat

Plan C – Site Construction Plans for J & A Glass & Mirror (French Lake Architectural LLC) New Office/Shop, November 17, 2023—including Final Grading Plan, and Final Erosion Control and SWPPP Plans

Plan D – Tree Preservation Plan, November 17, 2023

Plan E – Stormwater Management Report, Revision 1: November 17, 2023

5. **Improvements.** Developer shall install and pay for the following private improvements and the partially public sanitary sewer improvement (collectively, the “Improvements”), in accordance with the approved Plans:

- A. Site Grading, Ponding, and Erosion Control
- B. Sanitary Sewer (partially public)
- C. Watermain
- D. Storm Sewer System
- E. Surface Water Facilities (e.g., pipe, pond)
- F. Filtration Basin
- G. Wetland Buffers
- H. Underground Utilities
- I. Landscaping
- J. Tree Preservation/Protection
- K. Retaining Walls
- L. Setting of Iron Monuments
- M. Surveying and Staking
- N. Street Signs and Traffic Control Signs
- O. Street Lighting
- P. Sidewalks and Trails

The Improvements shall be installed in accordance with the City subdivision ordinance; City standard specifications for utilities and street construction; and any other applicable ordinances. Developer shall submit to the City plans and specifications, which have been prepared by a competent Minnesota professional engineer, for approval by the City Engineer. City Engineer approval shall be provided on the condition that such submittals comply with the Plans and this Agreement. Developer shall instruct its engineer to provide adequate field inspection personnel to assure an acceptable level of quality control. In addition, the City may, at the City’s discretion and at Developer’s expense, have one or more City inspectors and a soil engineer inspect the work as the City may reasonably determine. Developer shall be responsible for retaining the services of a geotechnical engineer for construction testing. Developer, its contractors and subcontractors,

shall follow all instructions received from the City's inspectors. Developer's engineer shall provide for on-site project management. Developer's engineer is responsible for design changes and contract administration between Developer and Developer's contractor. Developer or Developer's engineer shall schedule a pre-construction meeting at a mutually agreeable time and location with all parties concerned, including the City staff, to review the program for the construction work. Within thirty (30) days after the completion of the improvements and before the security is released, Developer shall supply the City with a complete set of reproducible "as constructed" plans, an electronic file of the "as constructed" plans in an Auto CAD file based upon the Hennepin County coordinate system, all prepared in accordance with City standards.

6. **Iron Monuments.** In accordance with Minnesota Statutes Section 505.021, the final placement of iron monuments for all lot corners must be completed before the applicable security is released. Developer's surveyor shall also submit a written notice to the City certifying that the monuments have been installed.

7. **Permits.** Developer shall obtain, or require its contractors and subcontractors to obtain, all necessary permits, including but not limited to the following, to the extent required:

- A. City of Dayton for Building Permits;
- B. City of Dayton Sign Permit;
- C. Land Disturbance Permit; and
- D. NPDES Construction Stormwater Permit. Developer must submit copy to City prior to construction.

8. **Dewatering.** Due to the variable nature of groundwater levels and stormwater flows, if applicable, it will be the responsibility of Developer and Developer's contractors and subcontractors to satisfy themselves with regard to the elevation of groundwater in the area and the level of effort needed to perform dewatering and storm flow routing operations. All dewatering shall be in accordance with all applicable county, state, and federal rules and regulations. DNR regulations regarding appropriations permits shall also be strictly followed.

9. **License.** Developer hereby grants the City, its agents, employees, officers, and contractors a license to enter the Plat to perform all work and inspections reasonably deemed appropriate by the City in conjunction with Plat development.

10. **Erosion Control.** Prior to initiating site grading, the Final Grading Plan (Plan C and Final Erosion Control and SWPPP Plans (Plan C) shall be implemented by Developer, and shall be inspected and approved by the City. All proposed erosion control BMPs, including those identified on PLAN SHEET C5.1 and C5.2, shall be identified on the SWPPP. Redundant erosion control BMP's shall be provided around the entire perimeter of all wetlands and infiltration basins. The City may impose additional erosion control requirements if reasonably required.

All areas disturbed by the excavation and backfilling operations shall be sodded—or seeded if explicitly permitted by City Code—within twenty (20) days after the completion of the work, weather permitting, or in an area that is inactive for more than twenty (20) days unless authorized and approved by the City Engineer. Except as otherwise provided in the erosion control plan, sodding and seeding shall be in accordance with the City Code's current specifications. All sodded

and seeded areas shall be fertilized and watered. The City and Developer recognize that time is of the essence in controlling erosion. If Developer does not comply with the erosion control plan and schedule or supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion. The City shall notify Developer in advance of any proposed action, but failure of the City to do so will not affect Developer's and City's rights or obligations under this Agreement. If Developer does not reimburse the City for any reasonable cost the City incurred for such work within ten (10) days after written notice to Developer, the City may draw down the letter of credit to pay any costs. No development, utility, or street construction will be allowed and no building permits will be issued unless the Plat is in full compliance with the approved erosion control plan.

From initial disturbance through final completion, the City shall inspect for compliance with Plans, Permit conditions, and City requirements.

11. **Grading Plan.** The Plat shall be graded in accordance with the approved Final Grading Plan (Plan C). The Plat shall conform to City of Dayton specifications. Within thirty (30) days after completion of the grading and before the City approves individual building permits, Developer shall provide the City with an "as constructed" grading plan certified by a Minnesota registered land surveyor or engineer that all ponds, swales, and ditches for public drainage have been constructed on public easements or land owned by the City. The "as constructed" plan shall include field verified elevations of the following: a) cross sections of ponds; b) location and elevations along all swales, wetlands, wetland mitigation areas if any, ditches, locations and dimensions of borrow areas/stockpiles, and installed "conservation area" posts; and c) lot corner elevations, and building pads. The City will withhold issuance of building permits until the approved certified grading plan is on file with the City and all erosion control measures are in place as determined by the City Engineer.

12. **Street Maintenance.** Developer shall clean dirt and debris from public streets that has resulted from construction work by Developer, their contractors, subcontractors, agents, or assigns. Prior to any construction in the Plat, Developer shall identify in writing a responsible party and schedule for erosion control, public street cleaning, and public street sweeping, as applicable.

13. **Access During Construction.** Unless otherwise approved by City Staff, construction traffic access and egress for grading, public utility construction, and street construction is restricted to (1) West French Lake Road and 121st Avenue North to Brockton Lane North, or (2) 121st Avenue, West French Lake Road to Dayton Parkway. No construction traffic is permitted on the adjacent public or private streets (e.g., 117th Avenue North, east of Dayton Parkway).

14. **Ownership of Improvements; Acceptance by the City.**

A. Upon completion of the work and construction required by this Agreement, the Improvements lying within public easements shall become City property without further notice or action.

B. Upon completion of the public improvements, the City shall inspect the public improvements and notify Developer if any of the improvements do not conform to the requirements of this Agreement.

C. Prior to acceptance of the Improvements by the City, Developer must furnish an as-built drawings that are representative of the actual conditions of the public improvements.

D. The foregoing must be completed to the reasonable satisfaction of City prior to City acceptance of public improvements and a full and final release of the financial securities required by this Agreement.

E. Upon compliance with this Agreement with respect to public improvements, the City shall give written notice of acceptance to Developer, and thereafter Developer shall have no responsibility with respect to the maintenance of the public improvements, except during any warranty periods expressly set forth in this Agreement.

15. **City Engineering Administration and Construction Observation.** The Lot 1 Buyer shall deposit with the City an escrow of 4% of construction costs for Lot 1, as summarized in Section 25 of this Agreement, and as reasonably determined by the City Engineer to cover the expenses for engineering administration and construction observation (the "Administration Escrow"). The Administration Escrow amount for Lot 1 shall be \$35,136.52. The Administration Escrow shall be deposited at or before the pre-construction meeting. At the same time that the Administration Escrow is deposited, the Lot 1 Buyer shall also deposit with the City an escrow of \$2,500 for legal and planning application review process (the "Planning and Legal Escrow"). Developer shall pay all fees relating to the Project including, but not limited to, legal, engineering, engineering administration, construction observation, planning, recording fees, administrative expenses, and other reasonable costs related to this Project.

A. *Engineering Administration.* City engineering administration will include monitoring of construction observation, consultation with Developer and its engineer on status or problems regarding the Project, coordination for final inspection and acceptance, project monitoring during the warranty period, and processing of requests for reduction in security.

B. *Construction Observation.* Developer shall pay for construction observation performed by the City's consulting engineer. Construction observation shall include part or full time inspection of proposed public utilities.

C. *Administration and Observation Costs.* Fees for engineering administration and construction observation shall be at standard hourly rates that are in effect at the time any such engineering administration or construction observation activities shall occur. The City will provide Developer a listing of the rates charged to Developer for the City's engineering administration and construction observation.

D. *Escrows.* All fees and costs incurred by the City in connection with the Project shall be charged against said escrow account which shall remain in effect until the completion of the Project. Any funds remaining in the escrow accounts after the completion of the Project shall be refunded to Developer. In the event that the escrow accounts herein are depleted, Developer

agrees that upon request of the City, Developer shall post additional sums of money to replenish the accounts to their original balance to cover projected City costs as reasonably determined by the City. Developer shall be entitled, upon request, to an itemized statement of all costs and fees charged against these escrow accounts.

16. **Claims.** In the event that the City receives claims from labor, materialmen, or others that work required by this Agreement has been performed, the sums due them have not been paid, and the laborers, materialmen, or others are seeking payment from the City, the City shall provide Developer with written notice of such claim or claims and Developer shall have twenty (20) days to satisfy such claim or claims or provide the City with Developer's defense to such claim or claims. In the event such claim or claims are valid and Developer has not provided the City with Developer's defense to such claim or claims, then Developer hereby authorizes the City to commence an Interpleader action pursuant to Rule 22, Minnesota Rules of Civil Procedure for the District Courts, to draw upon the letter of credit in an amount up to 125 percent (125%) of the claim(s) and deposit the funds in compliance with the Rule, and upon such deposit, Developer shall release, discharge, and dismiss the City from any further proceedings as it pertains to the performance bond deposited with the District Court, except that the Court shall retain jurisdiction to determine attorneys' fees pursuant to this Agreement.

17. **Sanitary Sewer Trunk Charge and Sewer Access Charges.**

- A. Development of the Plat is subject to a charge for Sanitary Sewer Trunk expenses payable at the time of final plat approval. The Sanitary Sewer Trunk expenses will be \$6,751 for each net acre developed as follows for each lot:

Lot 1	6.44 acres	\$43,476.44
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- B. Development of the Plat is also subject to a Sewer Access Charge ("SAC") fee in the amount of **\$3,406 per unit** for this Plat, which is payable at before the building permit is issued. Developer shall complete and obtain a SAC Determination Letter from the Metropolitan Council concurrent with building permit application.

18. **Water Trunk Charge and Water Access Charges.** Development of the Plat is subject to Water Trunk expenses and Water Access ("WAC") fees totaling **\$221,684.12**, which are payable to the City of Dayton, and detailed as follows:

- A. Dayton Water Trunk expenses: \$10,527 per net acre developed, payable at the time of final plat approval, for each lot as follows:

Lot 1	6.44 acres	\$67,793.88
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- B. Dayton WAC fee: \$13,408 per net acre developed, payable before the building permit is issued, for each lot as follows:

Lot 1	6.44 acres	\$86,347.52
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- C. Maple Grove WAC fee: \$12,596 per net acre developed, payable before the building permit is issued, for each lot as follows:

Lot 1	6.44 acres	\$81,118.24
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19. **Stormwater Charge.** Development of the Plat is subject to a charge for stormwater expenses: \$9,086 x 6.44 net acres developed, for a **total of \$55,725.32**. The stormwater charge is due at the time of final plat approval, payable to the City of Dayton, for each lot as follows:

Lot 1	6.44 acres	\$58,513.84
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20. **Park Dedication.** Development of the Plat is subject to a park dedication fee: \$7,900 per acre x 6.44 net acres developed, for a **total of \$48,454.56**. The park dedication fee is due at the time of final plat approval, payable to the City of Dayton, for each lot as follows:

Lot 1	6.44 acres	\$50,876
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21. **Engineering Costs.** Developer shall pay special engineering consultant fees, including actual costs. City will submit invoices to Developer, who shall pay the City within 30-days of invoice.

22. **Landscaping.** Developer shall follow all requirements of the City's Zoning Ordinance and the City's approved landscaping plan(s), dated October 9, 2023.

23. **Tree Preservation.** Developer shall follow all requirements of the City's zoning Ordinance, and the City's approved Tree Preservation plan, dated November 17, 2023.

24. **Special Provisions.** The following special provisions shall apply to Plat development:

A. Implementation of the recommendations listed in Planning Report prepared for the May 28, 2024, City Council meeting, and Resolution No. 27-2024.

B. All easement documents and all deeds for any outlots transferred to the City shall be provided to the City simultaneously with delivery of the final plat for City signatures. Developer shall dedicate to the City on the final plat drainage and utility easements located within the property, including access, as required to serve the site.

C. The lighting plan must comply with the City of Dayton Zoning and Subdivision Ordinances.

D. The irrigation plan must comply with the City of Dayton Zoning and Subdivision Ordinances.

E. Developer shall execute a Stormwater Maintenance Agreement for the infiltration basins on the property. Developer shall provide the City with infiltration test results for each of

the proposed infiltration basins. Developer shall obtain soil borings to verify groundwater depth and soil type within the proposed infiltration basin location and submit the data to the City for review. The infiltration basins shall be seeded with MnDOT seed mix 35-221.

F. All construction shall be in accordance with City of Dayton Standards.

G. Developer is required to submit the final plat in electronic format. The electronic format shall be Auto CAD file. Developer shall also submit one complete set of reproducible construction plans on paper, in .pdf format, and AutoCAD.

H. Developer is required to establish and maintain wetland buffer around all wetlands, as illustrated in the Landscape Plans, dated October 9, 2023. Developer shall be responsible for placing wetland buffer monuments with location subject to review and approval by the City Engineer. Any planned disturbance of the wetland buffer area during construction is subject to review and approval by the City Engineer.

I. Developer shall comply with the conditions of the City Engineer's Memos prepared by Jason Quisberg as of December 4, 2023.

J. Access shall be provided to all stormwater ponds and shall be contained within Outlot A and Lot 1, Block 1.

K. All proposed buildings shall be constructed a minimum of three (3) feet above highest known water table, or as directed by the Building Official in compliance with the Building Code.

L. All storm sewer structures immediately prior to ponds shall be constructed with a sump a minimum of three (3) feet in depth.

M. Developer shall set, or shall cause to be set, all plat monuments as required by Minnesota Statutes § 505.021, subd. 10. The City may require a separate financial guarantee for this obligation pursuant to that Statute. If Developer fails to meet this requirement and no financial guarantee has been given, the City may proceed to set the monuments and charge the cost to Developer, or to any successor in interest. If Developer or such successor in interest fails to pay the cost when charged, the City may levy a special assessment upon Outlot A or Lot 1 to be collected with taxes.

25. **Summary of Security Requirements.** To guarantee compliance with the terms of this Agreement, payment of real estate taxes, payment of special assessments, payment of the costs of all Improvements, and construction of all Improvements, the Lot 1 Buyer shall, prior to any building permit being issued, furnish the City with a letter of credit, in the form attached hereto, from a bank ("Security") for 125% of the estimated costs of the Improvements (\$1,098,016.25). The amount of the Security includes all of the security requirements set forth in the preceding sections of this Agreement, and was calculated in the Summary of Cash Requirements.

Summary of Costs	Lot 1
Grading and Erosion Control	\$219,450

Sanitary Sewer	\$14,948
Water Main	\$41,675
Storm Sewer	\$96,270
Parking Lot	\$401,070
Landscaping	\$105,000
TOTAL	\$878,413
125% Security	\$1,098,016.25

This breakdown is for historical reference; it is not a restriction on the use of the security. The bank shall be subject to the approval of the City Administrator. Individual security instruments may be for shorter terms provided they are replaced at least thirty (30) days prior to their expiration. The City may draw down the security, upon ten (10) business days prior written notice to the Lot 1 Buyer for any violation of the terms of this Agreement and Developer fails to cure such default within such ten (10) day period. Amounts drawn shall not exceed the amounts necessary to cure the default. If the required public improvements are not completed at least thirty (30) days prior to the expiration of the security, the City may also draw it down. If the security is drawn down, the proceeds shall be used to cure the default. Upon receipt of proof satisfactory to the City that work has been completed and financial obligations to the City have been satisfied, with City approval the security shall be reduced from time to time by ninety percent (90%) of the financial obligations that have been satisfied. Ten percent (10%) of the amounts certified by Developer's engineer shall be retained as security until all improvements have been completed, all financial obligations to the City satisfied, the required "as constructed" plans have been received by the City, a warranty security is provided, and the public improvements are accepted by the City Council. The City standard specifications for utilities and street construction outline procedures for security reductions.

26. **Summary of Cash Requirements.** The following is a summary of the cash requirements under this Agreement, which must be furnished to the City at the time specified for payment for such category of cash requirement as specified under this Agreement, and if not specified under this Agreement, then payment for such category of cash requirement shall be made at the time of final plat approval and execution of this Agreement by the City:

	Lot 1
Stormwater	\$58,513.84
Sanitary Sewer	\$43,476.44
Dayton Water Trunk	\$67,793.64
Park Dedication	\$50,876.00
Administration Escrow	\$35,136.52
Planning and Legal Escrow	\$2,500
Construction Cost Escrow	\$1,098,016.25
TOTAL	\$1,344,708.05

The City employs a pass through billing process. The \$5,000 Planning and Legal Escrow will be held and all bills will be forwarded for immediate payment. If payments are not made in a timely fashion after notice to the Lot 1 Buyer, the project will stop until payments are made. If said fees

are less than estimated, the City shall reimburse Developer within thirty (30) days of receipt of final invoices.

27. **Responsibility for Costs.** Prior to the conveyance of the Property to the Lot 1 Buyer, Developer shall be responsible for all of the following provisions. Upon conveyance of the Property to the Lot 1 Buyer, each of the following provisions shall be the responsibility of the Lot 1 Buyer as associated with Lot 1.

A. Except as otherwise specified herein, Developer shall pay all reasonable costs incurred by Developer or the City in conjunction with the development of the Plat, including but not limited to Soil and Water Conservation District charges, legal, planning, engineering and inspection expenses incurred in connection with approval and acceptance of the Plat, the preparation of this Agreement, review of construction plans and documents, and all costs and expenses incurred by the City in monitoring and inspecting development of the Plat.

B. Developer shall hold the City and its officers, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from Plat approval and development. Developer shall indemnify the City and its officers, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees.

C. Developer shall reimburse the City for reasonable costs incurred in the enforcement of this Agreement, including engineering and attorneys' fees.

D. Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all special assessments referred to in this Agreement.

E. Developer shall pay in full all undisputed bills submitted to it by the City for obligations incurred under this Agreement within thirty (30) days after receipt. If the bills are not paid on time, the City may halt Plat development and construction until the bills are paid in full. Bills payable to the City which not paid within thirty (30) days shall accrue interest at the rate of twelve percent (12%) per year; bills payable to third parties which are not paid within thirty (30) days shall accrue interest at the rate set forth by such third party.

F. In addition to the charges and special assessments referred to herein, other charges as required by City ordinance may be imposed such as but not limited to building permit fees.

28. **Developer's Default.** In the event of default by Developer as to any of the work to be performed by Developer pursuant to this Agreement, after a ten (10) day written notice of such default has been given to Developer by the City, and Developer has failed to cure such default within the ten (10) day time period (or such longer period as is reasonable, if the default is not reasonably capable of being cured within a ten-day period), the City may, at its option, perform the work and Developer shall promptly reimburse the City for any expense incurred by the City, provided Developer, except in an emergency as determined by the City, is first given notice of the work in default, not less than forty-eight (48) hours in advance. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a Court order for permission to

enter the land. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part.

29. **Assignment.** Developer may not assign this Agreement without the written permission of the City Council. Developer's obligation under this Agreement shall continue in full force and effect even if Developer sells one or more lots, the entire Plat, or any part of it. Notwithstanding the foregoing, upon execution of fee owner consent documents in the form of those attached to this Agreement, the Lot 1 Buyer may acquire fee ownership of Lot 1. Upon conveyance of Lot 1, Developer shall be released from any obligations relating to Lot 1, arising or originating under this Agreement or pertaining to this Agreement to the extent assigned to Lot 1 Buyer. Developer may not assign this Agreement to any buyer other than the Lot 1 Buyer without City consent.

30. **Miscellaneous.**

A. Developer shall be responsible for ensuring that all vacant lots comply with the City's Code regarding nuisances.

B. Third parties shall have no recourse against the City or Developer under this Agreement.

C. Breach of the terms of this Agreement by Developer shall be grounds for denial of building permits, including lots sold to third parties.

D. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.

E. If building permits are issued prior to the acceptance of public improvements, Developer assumes all liability and costs resulting in delays in completion of public improvements and damage to public improvements caused by the City, Developer, its contractors, subcontractors, material men, employees, agents, or third parties. No sewer and water connection permits may be issued and no one may occupy a building for which a building permit is issued on either a temporary or permanent basis until the utilities are accepted by the City Engineer in writing.

F. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

G. This Agreement shall run with the land and shall be recorded against the title to the Property. Developer covenants with the City, its successors and assigns, that Developer is well seized in fee title of the Property being final platted and/or has obtained consents to this Agreement, in the form attached to this Agreement, from all parties who have an interest in the Property; that there are no unrecorded interests in the Property being final platted other than interests of purchasers under unrecorded real estate purchase agreements; and that Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.

H. Prior to commencing work under this Agreement or the issuance of building permits, the Lot 1 Buyer shall each take out and maintain, or cause to be taken out and maintained, until six (6) months after the City has accepted the public improvements, commercial general liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its subcontractors or by one directly or indirectly employed by any of them. Limits for bodily injury and death shall be not less than \$500,000 for one person and \$1,000,000 for each occurrence; limits for property damage shall be not less than \$200,000 for each occurrence; or a combination single limit policy of \$1,000,000 or more. The City shall be named as an additional insured on all policies, and the Lot 1 Buyer shall file with the City a certificate evidencing coverage prior to the City signing the Plat. The certificate shall provide that the City must be given ten (10) days' advance written notice of the cancellation of the insurance.

I. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.

J. Retaining walls that require a building permit shall be constructed in accordance with plans and specifications prepared by a structural or geotechnical engineer licensed by the State of Minnesota. Following construction, a certification signed by the design engineer shall be filed with the City Engineer evidencing that the retaining wall was constructed in accordance with the approved plans and specifications. All retaining walls in the development plans, or special conditions referred to in this Agreement required to be constructed, shall be constructed before any Certificate of Occupancy is issued for a lot on which a retaining wall is required to be built.

K. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, joint enterprise, or other fiduciary relationship between the City and Developer, or between the City and the Lot 1 Buyer. The parties or owners are not authorized to act as an agent or on behalf of the other party. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, joint enterprise, or other fiduciary relationship between the Lot 1 Buyer or Developer. The parties or owners are not authorized to act as an agent or on behalf of the other party.

L. The section headings of this Agreement are for reference purposes only, and shall not otherwise affect the meaning, construction, or interpretation of any provision of this Agreement.

M. Upon completion and acceptance by the City of the Improvements and work required under this Agreement, and upon request by Developer, the City shall execute and deliver to Developer a recordable Certificate of Completion in a commercially reasonable form customarily used for such purpose releasing the Property from the lien of this Agreement except for those matters which continue in perpetuity.

31. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties and their respected successors and assigns, including without limitation, any and all future and present owners, tenants, occupants, licensee, mortgagee and any other parties with any interest in the Property. Should Developer convey any lot or lots in the Plat to a third party, including the Lot 1 Buyer, the City and the owner of that lot or those lots may amend this Agreement as applied to that lot or those lots without the approval or consent of Developer or the other lot owners within the Plat. Furthermore, upon such transfer, the City agrees that the rights and obligations of the successor's rights and obligations will be limited to the rights and obligations related to the lot acquired by the successor and this Agreement will be interpreted to be completely separate and distinct as to Outlot A and Lot 1 so that no obligations or defaults of one owner will affect the rights or cause default or delay as to the other owner and no deposits or escrows in possession of the City and funded by an owner may be used or applied to any obligations of the other owner. Private agreements between the owners of lots within the Plat for shared service or access and related matters necessary for the efficient use of the Property shall be the responsibility of the lot owners and shall not bind or restrict City authority to approve applications from any lot owner.

32. **Counterparts.** This Agreement may be simultaneously executed in any number of counterparts, each of which shall be an original, and all of which together shall constitute but one and the same instrument.

33. **Notices.** All notices provided for in this Agreement must be in writing and shall be hand delivered; by United States mail via prepaid certified mail; or by prepaid overnight mail delivery service providing written evidence of delivery, and addressed as follows:

If to the City:

City of Dayton
ATTN: City Administrator
Dayton City Hall
12260 South Diamond Lake Road
Dayton, Minnesota 55327

If to Developer:

Jonathan Rausch
LANDSPEC FUND 3 LLC
4558 Trading Post Trail S.
Afton, MN 55001

If to Lot 1 Buyer:

Nicholas Jude
French Lake Architectural LLC
14188 Northdale Boulevard
Rogers, MN 55374-9611

33. **Incorporation of Recitals.** The Recitals that are at the beginning of this Agreement are true and correct, and are incorporated into and made part of this Agreement.

[Signature pages to follow]

CITY OF DAYTON

BY: _____
Dennis Fisher, Mayor

(SEAL)

BY: _____
Zach Doud, City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Dennis Fisher and Zach Doud, respectively, the Mayor and City Administrator of the City of Dayton, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

Notary Public

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, MN 55121
Telephone: (651) 452-5000
AKLS

**DEVELOPER
LANDSPEC FUND 3 LLC**

By: _____

Its: _____

Printed Name: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____ [name], the _____ [title] of Landspec Fund 3 LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, MN 55121
Telephone: (651) 452-5000
AKLS

**FEE OWNER CONSENT
TO
DEVELOPMENT AGREEMENT**

FRENCH LAKE ARCHITECTURAL LLC, a Minnesota limited liability company, fee owner of Lot 1, Block 1, Dayton Field 4th Addition, the development of which is governed by the foregoing Development Agreement, affirms and consents to the provisions thereof and agrees to be bound by the provisions as the same may apply to that portion of the subject property owned by it.

Dated this ____ day of _____, 2024.

FRENCH LAKE ARCHITECTURAL LLC,
a Minnesota limited liability company

By: _____
Nicholas Jude
TITLE: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Nicholas Jude, the [title]_____ of French Lake Architectural LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, MN 55121
Telephone: (651) 452-5000
AKLS

**MORTGAGEE CONSENT
TO
DEVELOPMENT AGREEMENT**

_____, which holds a mortgage on the subject property, the development of which is governed by the foregoing Development Agreement, agrees that the Development Agreement shall remain in full force and effect even if it forecloses on its mortgage.

Dated this ____ day of _____, 2024.

By: _____
<NAME>
<TITLE>

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by _____ the _____ of _____, on its behalf.

Notary Public

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, MN 55121
Telephone: (651) 452-5000
AKLS

[BANK LETTERHEAD]

IRREVOCABLE LETTER OF CREDIT

No. _____

Date: _____

TO: City of Dayton

Dear Sir or Madam:

We hereby issue, for the account of _____ and in your favor, our Irrevocable Letter of Credit in the amount of \$_____, available to you by your draft drawn on sight on the undersigned bank.

The draft must:

a) Bear the clause, "Drawn under Letter of Credit No. _____, dated _____, 202__, of (Name of Bank)_____";

b) Be accompanied by an affidavit signed by the Mayor or City Administrator of the City of Dayton certifying that _____ is in default of the Development Agreement with the City of Dayton and that ten (10) business days prior written notice has been given by the City to the Developer with respect to the existence of such default, and such default has not been cured.

c) Be presented for payment at _____ (Address of Bank)_____, on or before 4:00 p.m. on November 30, 202__.

This Letter of Credit shall automatically renew for successive one-year terms unless, at least forty-five (45) days prior to the next annual renewal date (which shall be November 30 of each year), the Bank delivers written notice to the Dayton City Administrator that it intends to modify the terms of, or cancel, this Letter of Credit. Written notice is effective if sent by certified mail, postage prepaid, and deposited in the U.S. Mail, at least forty-five (45) days prior to the next annual renewal date addressed as follows: Dayton City Administrator, Dayton City Hall, 12260 South Diamond Lake Road, Dayton, MN 55327, and is actually received by the City Administrator at least thirty (30) days prior to the renewal date.

This Letter of Credit sets forth in full our understanding which shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument, or agreement, whether or not referred to herein.

This Letter of Credit is not assignable. This is not a Notation Letter of Credit. More than one draw may be made under this Letter of Credit.

This Letter of Credit shall be governed by the most recent revision of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 600.

We hereby agree that a draft drawn under and in compliance with this Letter of Credit shall be duly honored upon presentation.

BY: _____

Its _____

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

**RESOLUTION 27-2024
APPROVAL OF FINAL PLAT OF DAYTON FIELD 4TH ADDITION, AND DEVELOPMENT
AGREEMENT**

WHEREAS, Landspec Fund 3 LLC (Developer) is requesting Approval of the Final Plat of Dayton Field 4th Addition, legally described as:

PID: 30-120-22-31-0008
Outlot B, DAYTON FIELD 2ND ADDITION

WHEREAS, the Dayton City Council approved the Preliminary Plat on October 24, 2023 (Resolution 39-2023); and,

WHEREAS, City Staff has reviewed the Final Plat, finding it to be consistent with the approved Preliminary Plat dated August 29, 2023, and City Code 1002.08 (Final Plat Procedures), and,

NOW, THEREFORE BBE IT RESOLVED, the City Council APPROVES the Final Plat of Dayton Field 4th Addition, and Development Agreement subject to the following conditions:

1. The Developer shall comply with conditions of approval of the Preliminary Plat (Resolution 39- 2023) and Site Plan Review on Lot 2 (Resolution 41-2023) (NOTE: Lot 2 on Preliminary Plat is Lot 1 on Final Plat).
2. Summary of Cash Requirements to be furnished by the Developer to the City prior to release of the Final Plat mylars, as detailed in the Development Agreement:

	Lot 1 (6.44 acres)
Sanitary Sewer Trunk	\$43,476.44
Sewer Area Charge	\$21,934.64
Water Trunk Charge (Dayton)	\$67,793.88
Water Area Charge (Dayton)	\$86,347.52
Water Area Charge (Maple Grove)	\$81,118.24
Stormwater Charge	\$58,513.84
Park Dedication Fee	\$50,876
TOTAL	\$410,060.56

Administration Escrow	\$35,136.52
Planning and Legal Escrow	\$2,500.00
Construction Cost Escrow	\$1,098,016.25
TOTAL	\$1,13,652.77

3. Prior to the City releasing the Final Plat mylars for recording, the Developer shall sign a Development Agreement, to be recorded by the Developer concurrent with the Final Plat. Non-substantive changes to the Development Agreement may occur post-City Council approval, to be approved by City Staff. Examples of non-substantive changes may include Construction Cost Escrow, and other securities for Lot 1 and 2 which are unknown at the time of Final Plat approval.
4. The Developer shall record the Final Plat, Development Agreement, and all related documents with Hennepin County within 60-days of plat approval (by February 12, 2023), or Final Plat approval shall become void, consistent with City Code 1002.8, Subd 5 recording of Plat). The Developer shall submit proof of recording, to the City Clerk.

Adopted this 28th Day of May, 2024.

Dennis Fisher, Mayor

Amy Bentng, City Clerk

Motion by Councilmember ____, second by Councilmember__

ITEM:

The Morris Leatherman Company

PREPARED BY:

Jon Sevald, Community Development Director

POLICY DECISION / ACTION TO BE CONSIDERED:

Direction if to prepare a public opinion survey in preparation for a future (2025/2026) Referendum question.

BACKGROUND:

During the City Council's April 23rd meeting, the Council discussed Referendum topics. To prepare a Referendum question specific to issuing debt, there needs to be a dollar amount in the question.¹ To gauge what the majority of voters would support, many communities conduct a scientific opinion survey. The Council directed Staff to research further. Peter Leatherman (The Morris Leatherman Company) will explain their process of conducting opinion surveys.

CRITICAL ISSUES:

- Method of survey
- Question topics

RELATIONSHIP TO COUNCIL GOALS:

Create a sought after community

BUDGET IMPACT:

\$18,000	Quality of Life survey
\$250 p/question	Additional questions

RECOMMENDATION:

Staff recommends the City Council direct The Morris Leatherman Company to prepare a Quality of Life survey, in addition to questions related to topics to be determined by Council.

ATTACHMENT(S):

Carver survey, February 2024

¹ EXAMPLE; *Shall the City of Apple Valley be authorized to issue its general obligation bonds, in an amount not to exceed \$66,750,000.00 to provide funds for (i) the improvement of the city's park system and facilities, improvements to existing recreational trails and the construction of the new recreational trails and the preservation of natural resources, (ii) improvements to the Apply Valley Community Center/Apple Valley Senior & Event Center, the Apple Valley Family Aquatic Center, the Hayes Arena and (iii) the construction of a youth baseball/softball complex? By voting "Yes" on this ballot question, you are voting for a property tax increase.*

THE MORRIS LEATHERMAN COMPANY
3128 Dean Court
Minneapolis, Minnesota 55416

CITY OF CARVER
RESIDENTIAL SURVEY
FINAL FEBRUARY 2024

Hello, I'm _____ of the Morris Leatherman Company, a polling firm located in Minneapolis. We've been hired by the City of Carver to speak with a random sample of residents about issues facing the city. The survey is being taken because your local elected leaders and city staff are interested in your opinions and suggestions. I want to assure you that all individual responses will be held strictly confidential; only summaries of the entire sample will be reported. (DO NOT PAUSE)

1. Approximately how many years have you lived in the City of Carver?

FIVE YEARS OR LESS.....	23%
SIX TO TEN YEARS.....	24%
ELEVEN - TWENTY YRS.....	19%
21 TO 30 YEARS.....	20%
OVER THIRTY YEARS.....	13%
DON'T KNOW/REFUSED.....	1%

2. How would you rate the quality of life in the City of Carver - excellent, good, only fair, or poor?

EXCELLENT.....	34%
GOOD.....	54%
ONLY FAIR.....	7%
POOR.....	0%
DON'T KNOW/REFUSED.....	5%

3. What do you like most about living in the City of Carver?

SMALL TOWN FEEL, 10%; RURAL/OPEN SPACE, 7%; PEACEFUL/QUIET, 10%; SCHOOLS, 10%; FRIENDLY PEOPLE, 9%; CLOSE TO FAMILY/FRIENDS, 6%; PARKS/TRAILS, 13%; SAFE, 11%; HOUSING, 3%; CLOSE TO JOB, 6%; LAKES, 2%; GOOD PLACE TO RAISE KIDS, 2%; GOOD CITY SERVICES, 3%; GOOD PLACE TO RETIRE, 2%; COMMUNITY EVENTS, 2%; SCATTERED, 4%.

4. What do you think is the most serious issue facing the City of Carver today?

UNSURE, 4%; NOTHING, 25%; TOO MUCH RESIDENTIAL GROWTH, 8%; TRAFFIC, 3%; TOO MUCH DEVELOPMENT, 5%; CRIME, 4%; STREET MAINTENANCE, 6%; CITY LEADERSHIP, 2%; SPEEDING, 4%; QUALITY OF DRINKING WATER, 7%; HIGH TAXES, 12%; LACK OF DIVERSITY, 2%; LACK OF JOBS, 3%; LACK OF RETAIL, 2%; DRUGS, 2%; ENVIRONMENTAL ISSUES, 4%; SCATTERED, 7%.

5. All in all, do you think things in the City of Carver are generally headed in the right direction, or do you think things are off on the wrong track?

RIGHT DIRECTION.....	90%
WRONG TRACK.....	4%
DON'T KNOW/REFUSED.....	6%

IF "WRONG TRACK," ASK: (n=16)

6. Why do you think things have gotten off on the wrong track?

TOO MUCH RESIDENTIAL GROWTH, 13%; TOO MUCH DEVELOPMENT, 38%;
CRIME, 13%; CITY LEADERSHIP, 6%; HIGH TAXES, 12%; LACK OF
DIVERSITY, 12%; DIVERSITY ISSUES, 6%.

7. How would you rate the strength of community identity and the sense of neighborliness in the City of Carver - excellent, good, only fair, or poor?
- | | |
|-------------------------|-----|
| EXCELLENT..... | 32% |
| GOOD..... | 57% |
| ONLY FAIR..... | 11% |
| POOR..... | 1% |
| DON'T KNOW/REFUSED..... | 0% |
8. Do you see the City of Carver as a small town or a suburb?
- | | |
|-------------------------|-----|
| SMALL TOWN..... | 66% |
| SUBURB..... | 18% |
| BOTH (VOL.)..... | 16% |
| DON'T KNOW/REFUSED..... | 1% |

Turning to city services....

I would like to read you a list of a few city services. For each one, please tell me whether you would rate the quality of the service as excellent, good, only fair, or poor?

	EXCL	GOOD	FAIR	POOR	DKR
9. Police protection?	55%	39%	6%	0%	0%
10. Fire protection?	49%	45%	5%	0%	2%
11. Storm water run-off and drainage?	21%	57%	20%	1%	2%
12. Park maintenance?	46%	42%	11%	0%	0%
13. Park facilities?	45%	47%	8%	0%	0%
14. Administration?	26%	56%	15%	0%	3%
15. Utility billing?	28%	57%	14%	1%	1%
16. Building inspections?	19%	51%	15%	1%	15%
17. City planning?	25%	46%	22%	1%	7%
18. Communications?	33%	57%	10%	0%	1%

For the next two city services, please consider only their job on city-maintained streets and roads in neighborhoods. That means you should exclude state and county roads, such as Jonathan Carver Parkway/County Road 11 and Highway 212, that are taken care of by other levels of government. Keeping that in mind, would you rate each of the following as excellent, good, only fair, or poor.....

	EXCL	GOOD	FAIR	POOR	DKR
19. Snowplowing of city streets?	28%	56%	15%	1%	1%
20. City street maintenance?	21%	54%	23%	2%	0%

Continuing....

21.	Do you think the quality of city services has been able to keep pace with the growth?	YES.....90% NO.....6% DON'T KNOW/REFUSED.....4%
-----	---	---

IF "NO," ASK: (n=22)

22. What services, in particular, have not been able to keep pace?

POLICE/FIRE, 4%; PARKS/TRAIL MAINTENANCE, 5%; STREET MAINTENANCE, 32%; PEDESTRIAN SAFETY, 5%; CITY DRINKING WATER, 23%; STORM WATER CONTROL, 18%; RECREATION PROGRAMS, 9%; CODE ENFORCEMENT, 4%.

23.	Would you favor or oppose an increase in YOUR city property tax if it were needed to maintain city services at their current level?	FAVOR.....90% OPPOSE.....5% DON'T KNOW/REFUSED.....5%
-----	---	---

IF "OPPOSE," ASK: (n=19)

24. What city services would you be willing to see cut?

UNSURE, 16%; NONE/CUT WASTE, 26%; ADMINISTRATION, 16%; PARK/TRAIL MAINTENANCE, 21%; STREET MAINTENANCE, 5%; DEVELOPMENT, 5%; WASTE MANAGEMENT, 5%; SOUTHWEST PRIME, 5%.

25.	Would you favor or oppose an increase in YOUR city property tax to enhance current city services or offer additional city services?	FAVOR.....15% OPPOSE.....75% DON'T KNOW/REFUSED.....10%
-----	---	---

IF "FAVOR," ASK: (n=61)

26. What services would you like to see enhanced or offered?

UNSURE, 15%; POLICE/FIRE, 7%; PARK/TRAIL MAINTENANCE, 3%; STREET MAINTENANCE, 20%; PEDESTRIAN SAFETY, 5%; STREET LIGHTS, 3%; CITY DRINKING WATER, 10%; PLOWING, 2%; STORMWATER CONTROL, 5%; WASTE MANAGEMENT, 2%; RECREATION PROGRAMS, 8%; TRAFFIC SAFETY, 2%; SOUTHWEST PRIME, 2%; CODE ENFORCEMENT, 17%.

27.	How much would you be willing to pay in additional property taxes to enhance city services or offer additional city services?	\$4.00 OR LESS.....25% \$8.00.....30% \$12.00.....25% \$16.00.....8% \$20.00.....5% \$24.00.....0% \$28.00.....0% \$32.00.....0%
	How about \$___ per month?	
	(CHOOSE A RANDOM STARTING POINT; MOVE UP OR DOWN DEPENDING ON RESPONSE)	
	How about \$___ per month?	MORE THAN \$32.00.....0%
	(REPEAT PROCESS)	DON'T KNOW/REFUSED.....8%

As you may know, property taxes are divided between the City of Carver, Carver County, your local school district and various other units of local government. Thinking about the amount going to the City....

- | | | |
|-----|--|---------------------------|
| 28. | For each dollar of property tax you pay, about what percentage do you think goes to city government? | LESS THAN 10%.....5% |
| | | 10-20 PERCENT.....26% |
| | | 21-30 PERCENT.....38% |
| | | 31-40 PERCENT.....19% |
| | | OVER FORTY PERCENT.....4% |
| | | DON'T KNOW/REFUSED.....9% |
| 29. | Do you consider city property taxes in the City of Carver to be very high, somewhat high, about average, somewhat low, or very low? | VERY HIGH.....18% |
| | | SOMEWHAT HIGH.....32% |
| | | ABOUT AVERAGE.....47% |
| | | SOMEWHAT LOW.....1% |
| | | VERY LOW.....0% |
| | | DON'T KNOW/REFUSED.....3% |
| 30. | When you consider the property taxes you pay and the quality of city services you receive, would you rate the general value of city services as excellent, good, only fair, or poor? | EXCELLENT.....10% |
| | | GOOD.....73% |
| | | ONLY FAIR.....15% |
| | | POOR.....0% |
| | | DON'T KNOW/REFUSED.....2% |

For your information, the City of Carver receives 39 percent of your total property taxes.

- | | | |
|-----|--|-----------------------------|
| 31. | Does this information change your mind about the general value of city services? (IF "YES," ASK:) Do you think the value is much better, somewhat better, somewhat worse, or much worse? | NO.....69% |
| | | YES/MUCH BETTER.....6% |
| | | YES/SOMEWHAT BETTER.....15% |
| | | YES/SOMEWHAT WORSE.....7% |
| | | YES/MUCH WORSE.....0% |
| | | DON'T KNOW/REFUSED.....3% |

Moving on....

- | | | |
|-----|---|---------------------------|
| 32. | How would you rate the quality of city water - excellent, good, only fair, or poor? | EXCELLENT.....11% |
| | | GOOD.....69% |
| | | ONLY FAIR.....16% |
| | | POOR.....5% |
| | | DON'T KNOW/REFUSED.....0% |

IF "ONLY FAIR" OR "POOR," ASK: (n=82)

33. Why did you rate the city water as (only fair/poor)?

UNSURE, 1%; POOR TASTE, 38%; BAD ODOR, 17%; SEDIMENT, 2%; DISCOLORED, 10%; CHEMICAL LEVELS, 2%; HARD, 21%; LOW PRESSURE, 6%; SCATTERED, 2%.

- | | | |
|-----|--|---------------------------|
| 34. | Have you reported the issue with city water to city staff? | YES.....68% |
| | | NO.....32% |
| | | DON'T KNOW/REFUSED.....0% |

- | | | |
|-----|---|---|
| 35. | Do you support or oppose the use of city funding for maintaining and improving city streets? (WAIT FOR RESPONSE) Do you feel strongly that way? | STRONGLY SUPPORT.....19%
SUPPORT.....71%
OPPOSE.....5%
STRONGLY OPPOSE.....1%
DON'T KNOW/REFUSED.....4% |
| 36. | How serious of a problem is speeding on residential streets in the City of Carver - very serious, somewhat serious, not too serious, or not at all serious? | VERY SERIOUS.....7%
SOMEWHAT SERIOUS.....34%
NOT TOO SERIOUS.....37%
NOT AT ALL SERIOUS.....22%
DON'T KNOW/REFUSED.....0% |
| 37. | Would you support or oppose reducing the speed limit to 25 MPH on residential streets in the city? (WAIT FOR RESPONSE) Do you feel strongly that way? | STRONGLY SUPPORT.....16%
SUPPORT.....47%
OPPOSE.....23%
STRONGLY OPPOSE.....9%
DON'T KNOW/REFUSED.....6% |
| 38. | Would you support the use of city funding to enforce the 25 MPH speed limit on residential streets? | YES.....55%
NO.....38%
DON'T KNOW/REFUSED.....7% |

Changing topics....

39. Are there any types of development you would like to see in the city? (IF "YES," ASK:) What are they?
- UNSURE, 6%; NO, 50%; PARKS, 2%; RETAIL, 6%; RESTAURANTS, 4%; AFFORDABLE HOUSING, 5%; SENIOR LIVING, 3%; JOB-PRODUCING, 3%; BIG BOX RETAIL, 3%; ENTERTAINMENT, 3%; SERVICE BUSINESSES, 3%; SCATTERED, 12%.
40. Are there any types of development you would strongly oppose?
- UNSURE, 6%; NO, 65%; PARKS, 2%; ALL HOUSING, 3%; RESTAURANTS, 2%; INDUSTRIAL, 2%; HIGH-DENSITY HOUSING, 4%; MARIJUANA SHOPS, 3%; LOW-INCOME HOUSING, 4%; HIGH END HOUSING, 2%; SCATTERED, 7%.

As the City of Carver continues development....

- | | | |
|-----|---|---|
| 41. | Do you support or oppose the City providing financial incentives to attract specific types of development? (WAIT FOR RESPONSE) Do you feel strongly that way? | STRONGLY SUPPORT.....11%
SUPPORT.....58%
OPPOSE.....16%
STRONGLY OPPOSE.....5%
DON'T KNOW/REFUSED.....11% |
|-----|---|---|

I would like to read you a list of characteristics of a community. For each one, please tell me if you think City of Carver currently has too many or too much, too few or too little, or about the right amount.

		MANY /MCH	FEW/ LITT	ABT RGHT	DK/ REFD
42.	Rental apartments?	21%	30%	49%	1%
43.	Condominiums and townhouses?	13%	27%	60%	1%
44.	Starter homes?	5%	43%	52%	0%
45.	"Move up" housing for people looking for a larger home?	24%	19%	56%	1%
46.	Executive high-end housing?	27%	17%	54%	3%
47.	Assisted living?	10%	31%	51%	8%
48.	One-level housing maintained by an association?	8%	33%	52%	7%
49.	Affordable housing?	11%	44%	45%	0%
50.	Parks and open spaces?	27%	19%	54%	0%
51.	Trails and bikeways?	28%	18%	54%	0%
52.	Job producing businesses?	11%	39%	50%	1%
53.	Service and retail establishments?	9%	30%	61%	1%
54.	Entertainment establishments?	8%	31%	61%	1%
55.	Restaurants?	10%	31%	59%	0%

Changing topics....

56.	How would you rate park and recreation amenities in the City of Carver - excellent, good, only fair, or poor?	EXCELLENT.....24%
		GOOD.....73%
		ONLY FAIR.....3%
		POOR.....0%
		DON'T KNOW/REFUSED.....1%

57.	Have you or members of your household participated in any recreational programs run by the City of Chaska during the past year?	YES.....59%
		NO.....41%
		DON'T KNOW/REFUSED.....1%

IF "YES," ASK: (n=236)

58.	Were you satisfied or dissatisfied with your experience?	SATISFIED.....98%
		DISSATISFIED.....0%
		DON'T KNOW/REFUSED.....1%

IF "NO," ASK: (n=162)

59. Why have you not participated in recreational programs?

UNSURE, 1%; TOO BUSY, 30%; NOT INTERESTED, 39%;
AGE/HEALTH, 20%; GO ELSEWHERE, 5%; NOT AWARE, 2%;
SCATTERED, 3%.

60.	Does the current mix of recreational programming in the city adequately meet the needs of your household?	YES.....87%
		NO.....3%
		DON'T KNOW/REFUSED.....10%

IF "NO," ASK: (n=11)

61. What additional recreational programs would you like to see offered?

SENIOR PROGRAMS, 82%; YOUTH SPORTS, 18%.

62. Would you and members of your household be much more likely to participate in recreational programs if more were offered in the City of Carver, somewhat more likely, or does it make no difference to you? MUCH MORE LIKELY.....11%
SOMEWHAT MORE LIKELY....22%
NO DIFFERENCE.....66%
DON'T KNOW/REFUSED.....2%

63. Does the current mix of park and recreational amenities in the city adequately meet the needs of your household? YES.....88%
NO.....4%
DON'T KNOW/REFUSED.....8%

64. What additional park and recreational amenities would you like to see offered? (IF "TRAILS," ASK:) Would you like to see mountain biking trails or walking and jogging trails?

UNSURE, 12%; NOTHING, 38%; WALKING AND JOGGING TRAILS, 15%;
MOUNTAIN BIKING TRAILS, 11%; DOGS PARK, 3%; BENCHES/TABLES, 3%;
RESTROOMS, 4%; LIGHTING, 2%; POOL/SPLASH PAD, 2%; FISHING PIER, 2%;
SCATTERED, 8%.

Moving on.....

65. Do you leave the City of Carver on a regular or daily basis? YES.....65%
NO.....29%
NOT EMPLOYED/RETIRED.....6%
DON'T KNOW/REFUSED.....0%

IF "YES," ASK: (n=259)

66. How do you normally commute to work - drive alone, ride in a van or car pool, take the bus near home or from a park and ride lot, walk or bike? DRIVE ALONE.....80%
VAN OR CAR POOL.....15%
BUS.....3%
WALK/BIKE.....2%
DON'T KNOW/REFUSED.....0%

67. On a typical day, how would you rate your commute - excellent, good, only fair, or poor? EXCELLENT.....19%
GOOD.....67%
ONLY FAIR.....5%
POOR.....0%
DON'T KNOW/REFUSED.....9%

68. Have you used Southwest Transit bus service during the past two years? YES.....30%
NO.....70%
DON'T KNOW/REFUSED.....0%

IF "YES," ASK: (n=119)

69.	How would you rate your experience - excellent, good, only fair, or poor?	EXCELLENT.....12%
		GOOD.....79%
		ONLY FAIR.....8%
		POOR.....0%
		DON'T KNOW/REFUSED.....1%

IF "NO," ASK: (n=281)

70. Why don't you use Southwest Transit bus service?

UNSURE, 1%; PREFER TO DRIVE, 52%; AGE/HEALTH, 2%; DOESN'T GO WHERE NEEDED, 2%; NOT CONVENIENT, 4%; NEED CAR, 9%; NOT INTERESTED, 6%; NO NEED, 15%; TAKES TOO LONG, 4%; UNSAFE, 5%.

Southwest Prime is a local on-demand service offered by Southwest Transit service, similar to Uber and Lyft. Residents may request a ride through the mobile app or by phone, indicating the location from which you want to be picked up and where you want to go in the local area during the day Monday through Saturday.

71.	Prior to this survey, were you aware of Southwest Prime? (IF "YES," ASK:)	NO.....35%
	Have you used this service?	YES/YES.....16%
		YES/NO.....49%
		DON'T KNOW/REFUSED.....0%

For each of the following Southwest Transit services, please tell me if you strongly support the use of City of Carver funding for that purpose, somewhat support, somewhat oppose, or strongly oppose. (ROTATE)

	STS	SMS	SMO	STO	DKR
72. Bus transportation service with Southwest Transit?	18%	44%	21%	8%	9%
73. Local on-demand Southwest Prime service?	16%	40%	22%	11%	12%
74. Do you support the use of city funding for Southwest Prime knowing it costs the City of Carver \$12 for every Southwest Prime ride?	YES.....43%	NO.....43%	DON'T KNOW/REFUSED.....14%		

Changing topics.....

75.	Other than voting, do you feel that if you wanted to, you could have a say about the way things are run in the City of Carver?	YES.....62%
		NO25%
		DON'T KNOW/REFUSED.....14%
76.	How much do you think you know about the work of the Mayor and City Council - a great deal, a fair amount, very little, or none at all?	A GREAT DEAL.....8%
		A FAIR AMOUNT.....55%
		VERY LITTLE.....34%
		NONE AT ALL.....4%
		DON'T KNOW/REFUSED.....0%

77.	How much first hand contact have you had with the Carver City Staff - quite a lot, some, very little, or none?	QUITE A LOT.....3% SOME.....54% VERY LITTLE.....39% NONE.....5% DON'T KNOW/REFUSED.....0%
78.	From what you have heard or seen, how would you rate the job performance of the Carver City staff - excellent, good, only fair, or poor?	EXCELLENT.....12% GOOD.....71% ONLY FAIR.....15% POOR.....1% DON'T KNOW/REFUSED.....2%
79.	During the past year, have you visited or contacted Carver City Hall in person, on the telephone, or using the website?	YES.....47% NO.....53% DON'T KNOW/REFUSED.....0%

IF "YES," ASK: (n=187)

Thinking about your last contact with the City, for each of the following characteristics, please rate the service as excellent, good, only fair, or poor....

	EXC	GOO	FAI	POO	DKR
80. Wait time for city staff to respond?	32%	62%	4%	1%	1%
81. Ease of reaching a city Staff member who could help you?	31%	63%	5%	1%	1%
82. Courtesy of the city staff?	39%	57%	3%	0%	1%
83. Efficiency of the city staff?	34%	58%	7%	0%	1%

Turning to city communications....

84. What is your principal source of information about Carver City Government and its activities?

UNSURE, 1% CITY FACEBOOK, 8%; CITY NEWSLETTER, 25%; CITY WEBSITE, 28%; WORD OF MOUTH, 5%; LOCAL NEWSPAPER, 7%; COMMUNITY FACEBOOK, 3%; CITY & COMMUNITY FACEBOOK, 8%; EMAIL/ENEWSLETTER, 3%; CITY & COMMUNITY INSTAGRAM, 4%; MAILINGS, 6%; SCATTERED, 2%.

85. If you could choose the best way for you to receive information about your City Government and the issues facing the community, what would it be?

CITY FACEBOOK, 9%; CITY NEWSLETTER, 27%; CITY WEBSITE, 24%; WORD OF MOUTH, 2%; LOCAL NEWSPAPER, 6%; COMMUNITY FACEBOOK, 3%; CITY & COMMUNITY FACEBOOK, 7%; EMAIL/ENEWSLETTER, 10%; CITY & COMMUNITY INSTAGRAM, 4%; MAILINGS, 6%; SCATTERED, 2%.

The City publishes a newsletter called "Carver Connections," which is mailed to residents with the monthly utility bill.

86.	Do you read this newsletter?	YES.....64%
		NO36%
		DON'T KNOW/REFUSED.....0%

IF "YES," ASK: (n=257)

87.	How would you evaluate its content and format - excellent, good, only fair, or poor?	EXCELLENT.....30%
		GOOD.....61%
		ONLY FAIR.....9%
		POOR.....0%
		DON'T KNOW/REFUSED.....0%

88.	Do you have access to the Internet?	YES.....95%
		NO.....5%
		DON'T KNOW/REFUSED.....0%

IF INTERNET ACCESS, ASK: (n=380)

89.	Have you or any member of your household accessed the City of Carver website?	YES.....67%
		NO.....33%
		DON'T KNOW/REFUSED.....0%

IF "YES," ASK: (n=253)

90.	How often do you visit the City's website - frequently, occasionally, rarely, or whenever needed?	FREQUENTLY.....21%
		OCCASIONALLY.....55%
		RARELY.....12%
		WHENEVER NEEDED.....13%
		DON'T KNOW/REFUSED.....0%

91.	How would you evaluate the content of the City's website - excellent, good, only fair, or poor?	EXCELLENT.....25%
		GOOD.....73%
		ONLY FAIR.....2%
		POOR.....0%
		DON'T KNOW/REFUSED.....0%

92.	How would you rate the ease of navigating the City's website and finding information you sought - excellent, good, only fair, or poor?	EXCELLENT.....30%
		GOOD.....67%
		ONLY FAIR.....3%
		POOR.....0%
		DON'T KNOW/REFUSED.....0%

93.	Have you used the City of Carver Government Facebook or Instagram to receive information from the city?	YES.....49%
		NO.....51%
		DON'T KNOW/REFUSED.....0%

IF "YES," ASK: (n=187)

94.	How would you rate the	EXCELLENT.....	25%
	city's social media - ex-	GOOD.....	72%
	cellent, good, only fair, or	ONLY FAIR.....	3%
	poor?	POOR.....	0%
		DON'T KNOW/REFUSED.....	1%

Now, just a few more questions for demographic purposes....

Could you please tell me how many people in each of the following age groups live in your household. Let's start with the oldest. Be sure to include yourself.

95.	First, persons 65 or over?	NONE.....	84%
		ONE.....	5%
		TWO OR MORE.....	11%
96.	Adults under 65?	NONE.....	16%
		ONE.....	19%
		TWO.....	60%
		THREE OR MORE.....	5%
97.	School-aged or pre-school children?	NONE.....	52%
		ONE.....	18%
		TWO.....	23%
		THREE OF MORE.....	7%
98.	What is your age, please?	18-34.....	36%
		35-54.....	38%
		55 AND OVER.....	26%
		REFUSED.....	0%
99.	Finally, thinking about your household finances, how would you describe your financial situation, would you say that -	STATEMENT A.....	3%
	A) Your monthly expenses are exceeding your income;	STATEMENT B.....	30%
	B) You are meeting your monthly expenses but are putting aside little or no savings;	STATEMENT C.....	47%
	C) You are managing comfortably while putting some money aside;	STATEMENT D.....	17%
	D) Managing very well?	DON'T KNOW/REFUSED.....	3%
100.	Gender (BY OBSERVATION)	MALE.....	50%
		FEMALE.....	50%

City of Dayton, MN

Fire Department Master Plan



Page 1

May 2024

Executive Summary

The City of Dayton Fire Department contracted with *Fitch & Associates* to objectively evaluate the operations, deployment, and staffing of the fire department. The department was motivated by the desire to ensure that the current level of performance was meeting the communities demand for service now and into the future. Fitch & Associates has completed an evaluation of the department utilizing four years of historical data between 2019 and 2022. The evaluation included comprehensive quantitative data and Geographic Information System (GIS) analyses to determine the distribution, concentration, and reliability of fixed and mobile response forces. An assessment of the operation of the department was also evaluated. This executive summary highlights the most substantive recommendations and alternatives developed for the department.

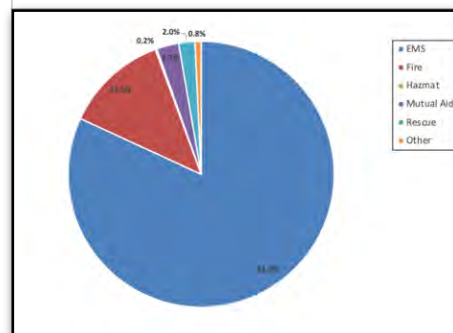
Overall the department provides a good, reliable service to the community. There are opportunities that have been identified to provide a more effective, reliable service to the community. The department provides service to the community with a primarily paid-on-call workforce with the exception of the career fire chief.

One of the biggest opportunities for the department is to ensure that it adapts as the community develops. The community is positioned to transition from a rural to a suburban community when considering population density. The department is well positioned to cover the northern portion of the community, yet the southern portion of the community is where much of the development is slated to occur. A second topic for consideration is monitoring and adjusting the staffing model of the department as the demands grow and challenges of recruiting and retaining paid-on-call firefighters grow.

Top Five Priorities

1. Improve data collection and quality assurance.
2. Develop a strategic implementation plan for fire station 3.
3. Consider adding a full-time assistant chief and fire inspector/fire marshal as funding is available.
4. Monitor effectiveness of staffing model and potentially shift to a duty crew.
5. Evaluate multi-purpose vehicles.

2022 Total Number of Incidents:
459





Citywide Future

The 2040 Comprehensive Plan for the City of Dayton, MN outlines the current and projected future demographics, infrastructure, and development within the community. This plan is helpful in determining the future needs of the fire department. Determining the exact demand of the fire department into the future depends on numerous variables. Some of the variables include the types of development that occurs within the city. For example, a senior apartment complex will have a higher risk and demand for the fire department services compared to a market rate apartment complex. The Comprehensive Plan is helpful in determining the need for fixed facilities, water supply, and types of risk the department may need to be prepared to mitigate.

The 2040 Comprehensive Plan identified population projections for 2020 at 5,900, 2030 at 7,900 and 2040 at 10,400. Based on the census information the 2020 population was reported to be 7,262 which is 1,362 higher than projected. The current projection from the Dayton Community Development data places the 2023 population of Dayton at 10,295 which is much closer to the 2040 population projection than the 2030 projection. Based on the current rate of growth, Dayton will far exceed its current population projections. Using the 2010 and 2020 census population data the 2023 Dayton Community Development data a projection was created. This projection places the population of Dayton at 12,206 in 2030 and 16,095 in 2040. Depending on the type of population growth that occurs the impact on the demand for the fire department services can vary drastically. If there is not initial significant growth in the fire department demand as the population develops, the department will experience the growth over the long term as the infrastructure, housing, and population ages.

Population Projections

Year	Comp Plan	Projection	Difference
2010	4,617	N/A	N/A
2020	5,900	7,262	1,362
2023	N/A	10,295*	N/A
2030	7,900	12,206	3,208
2040	10,400	16,095	3,991
2050	N/A	19,985	N/A

Italics are projections based on 2010, 2020, and 2023 population.

* Based on City of Dayton Community Development numbers provided by city staff and using the Metropolitan Council 2020 figure of 2.96 people per household

2040 Comprehensive Plan Community Forecast

Forecast Year	Population	Households	Employment
2010	4,617	1,619	921
2018	6,072	2,158	1,230
2020	5,900	2,200	2,000
2030	7,900	3,200	2,490
2040	10,400	4,400	3,000

*Note: The table above represents the Hennepin County part of Dayton. There is a northwest corner of Dayton in Wright County with an addition 19 households, 54 population and 0 jobs.



Citywide Future

The National Fire Academy has identified eight high risk populations that are likely to drive the risk and demand for the fire department. These populations include:

- Older adults
- Younger children
- People with disabilities
- People who smoke
- Low-income groups
- Ethnic minority groups
- Low-education groups
- College students

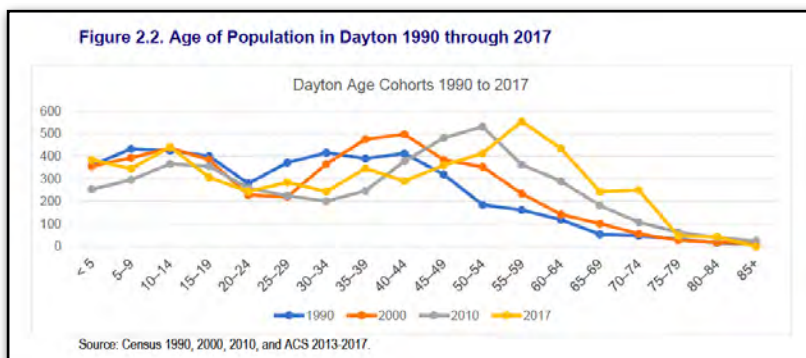
Figure 2.2 in the city of Dayton 2040 Comprehensive Plan shows the age of the population increasing since 1990. This aging population will likely increase the fire and EMS service demand in the next ten years. In 2017, the largest population group was 55-59. That population group is now 62-66 years old. The figure shows that Dayton has not experienced a significant amount of the population being age 75 or older.

The community has a mix of municipal water supply and private wells. This requires the fire department to be prepared to provide its own water supply in the event of a fire, with equipment such as a water tender. As the community develops, there will be less area where water must be hauled to provide fire suppression services. The municipal water supply in the northwest corner of the community has a pressurized water tank that holds 1,000 gallons of water. One thousand gallons of water is not enough water to supply any significant fire suppression effort. In order to affect a fire suppression effort in the northwest corner of the city will require the fire department to bring water to the scene with water tenders.

Observations

1. Dayton, MN is a developing community.
2. The development is at a steady pace.
3. Only part of the community has fire hydrants and municipal water supply.
4. The municipal water supply in the northwest corner of Dayton has no capacity to provide emergency responders with an immediate high water flow.

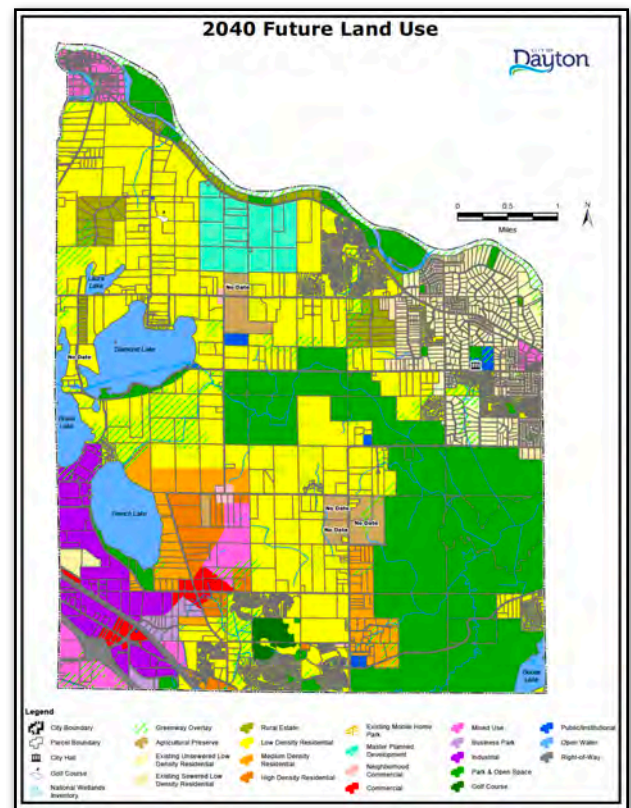
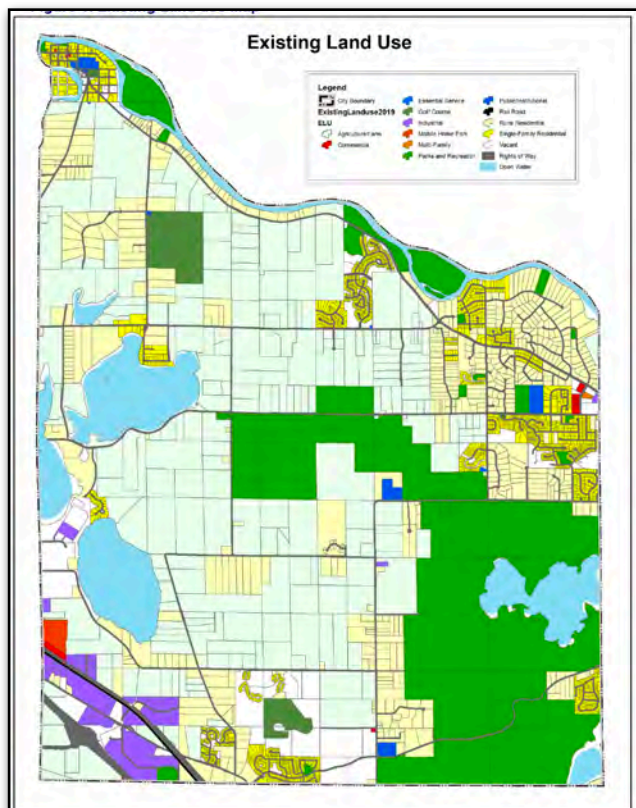
Age of Population 1990 through 2017



Fire Hydrant Map Section



Citywide Future



Community Forecast

Observations

1. Dayton's development appears to be aimed at keeping a primarily residential community with areas of commercial, industrial, mixed-use and a small high-density residential area.
2. The development is anticipated to occur over the next three decades leading to a steady growth strategy.
3. There are limited north/south transportation network options currently which challenge a timely response to the southern portion of the community.
4. The 2040 comprehensive plan estimates a population of 10,400 while the growth rate of Dayton since 2010 project the population is closer to 16,095 or 5,695 higher than the comprehensive plan.



Efficacy of EMS Response Time Objectives

A sensitivity to response time has long been a primary driver of EMS system design and resourcing. The prevailing result is an institutional belief that faster is better, where patient outcomes are positively correlated with response times. A 1979 study out of King County, Washington became a foundational piece for the development of NFPA 1710 and the CFAI Accreditation Standards. The study concluded that BLS delivered in 4 minutes and ALS delivered within 8 minutes, which positively correlated with patient outcomes. Thus, this set the bar for the standards still influencing system design today. However, the King County study only focused on non-traumatic sudden cardiac arrest (SCA), yet its standards were extrapolated out to all call types. A follow-up study by Weaver et al (1984) became the foundation for the 90th percentile standard of 8 minutes 59 seconds adopted by the American Ambulance Association (AAA). Again, this study focused on witnessed SCA presenting with V-Fib, yet the standard was extrapolated out to all call types.

Observations

Evidenced-based clinical research coalesces around a response time of 5-minutes or less to have a statistically significant impact on the risk of mortality for the small proportion of high-acuity incidents .

Much has changed in EMS since these studies, including an expanded body of research regarding the influence of response time on patient outcomes. Empirical research has expanded the scope to include a much wider representation of call types and responses while still considering response times in comparison to patient outcomes. The culmination of the research indicates that the threshold for response time to influence patient outcome resides around the 5-minute mark. In other words, if a system cannot respond in less than 5 minutes, then they are unlikely to positively influence patient outcomes purchasing any level of performance that cannot meet 5 minutes. However, it is important to recognize that the 5-minute threshold is associated with high-acuity incidents that account for a small proportion of the total calls. A summary of the relevant research is provided below.

Author	Density	Sample Size	Response Time Threshold	Does Response Time Impact Patient Outcome
Blackwell (2002)	ALS Urban	5,424	5 minutes	Yes < 5 minutes; No > 5 minutes
Pons (2005)	ALS Urban	9,559	4 minutes & 8 minutes	No < 8 minutes; Yes < 4 minutes in intermediate/high risk of mortality
Blackwell (2009)	ALS Urban; BLS MFR	746	10:59	No > or < 10:59
Blanchard (2012)	ALS Urban	7,760	8 minutes	No > or < 8 minutes
Weiss (2013)	Metro/Urban and Rural	559	N/A Continuous Variable	No relationship between time and clinical outcomes
Pons (2002)	ALS Urban	3,490	8 minutes	No > or < 8 minutes after controlling for severity of injury
Newgard (2010)	ALS Urban	3,656	4 minutes & 8 minutes and Golden Hour	No time intervals were statistically related to mortality including response time, on-scene time, transport time, or total EMS time
Band (2014)	ALS Urban; BLS MFR	4,122	N/A Continuous Variable	Adjusted for severity of injury, no significant difference between PD and EMS. In patients with severe injuries, gunshot, or stabbing more likely to survive if transported by POLICE.

Additional research has been conducted to examine the efficacy of emergency, or lights and sirens, responses. While emergency responses do produce statistically quicker responses and transports, very few have clinical implications to patient outcome. Studies also found that emergency responses were warranted in less than 10% of ambulance transports, and hospitals didn't utilize the time savings created upon arrival to the emergency department. At the same time, community risk increases with emergency responses as units navigate against the established traffic practices. Research has shown that most accidents involving emergency vehicles occur while they are responding lights and sirens.



Response Time Overview

When an incident occurs there are a number of steps that are taken to get the fire department to the incident scene. The first step is for the incident to be discovered (Incident Timeline Table Item B). Discovering the incident must occur whether it is a fire, medical, or other type of incident. The department has the least amount of control over the incident discovery time. Once the incident is discovered, 911 is called (Incident Timeline Table Item C). 911 calls are sent to the Hennepin County Sheriff's Office Dispatch Center. The dispatch center confirms the address of the incident, asks the caller questions to determine the type of incident, and then notifies the appropriate resources of the incident (Incident Timeline Table Item D). The best practice times for dispatch centers is to answer the 911 phone call within 10 seconds 95% of the time and to process the incident within 60 seconds 90% of the time. Processing the incident at the dispatch center includes the address confirmation, incident type determination, and notification of the appropriate resources.

With the current paid-on-call fire department response model the next step requires staff to drive to the fire station in their personal vehicle (Incident Timeline Table Item E). The firefighters park their personal vehicles, go inside the fire station, pick up their fire gear, and board an apparatus. Currently firefighters can live up to ten minutes away from the fire station.

Once enough firefighters arrive at the fire station the firefighters need to obtain their fire gear, don their equipment, and board the fire apparatus (Incident Timeline Table Item F). The fire apparatus then leaves the fire station to respond to the incident scene (Incident Timeline Table Item G). Firefighters are allowed to live up to ten minutes from the fire station. With an eight minute drive time to the incident scene from the fire station, the response time could be at least eighteen minutes if the firefighters that live ten minutes from the fire station are needed to respond to the incident.

As the fire apparatus arrives on the incident scene the response time measure ends (Incident Timeline Table Item H). A wholistic response time measures from the 911 call time until the fire apparatus arrives at the incident scene (Incident Timeline Table Items C-H). The firefighters then set up for the operation. If that is a medical incident it may be bringing medical gear from the fire apparatus to the patients side. For a fire incident that would include positioning the fire apparatus and deploying hose lines to the location of the fire.

Any other staffing model would decrease the maximum turnout time (time between Incident Timeline Table Items D-G) from over ten minutes to under two minutes. The reason for this dramatic decrease in the turnout time is by eliminating the time it takes firefighters to drive to the fire station. This could be accomplished through numerous different staffing models that are spoken to later in the report.

Incident Timeline-1

	Current Model	Staffed Model
A	Incident Occurs	Incident Occurs
B	Incident Discovered	Incident Discovered
C	911 Called	911 Called
D	Fire Department Notified	Fire Department Notified
E	Firefighters Drive to Fire Station	
F	Firefighters Board Apparatus	Firefighters Board Apparatus
G	Fire Unit Drives to Incident	Fire Unit Drives to Incident
H	Fire Unit Arrives at Incident	Fire Unit Arrives at Incident
I	Fire Unit Set Up for Operation	Fire Unit Set Up for Operation
J	Incident Mitigated	Incident Mitigated



Industry Standard Response Times

Response Timeline

	Response Time Marker
A	Incident Occurs
B	Incident Discovered
C	911 Called
D	Fire Department Notified
E	Firefighters Drive to Fire Station
F	Firefighters Board Apparatus
G	Fire Unit Drives to Incident
H	Fire Unit Arrives at Incident
I	Fire Unit Set Up for Operation
J	Incident Mitigated

Response Time

Industry Standard Comparable Measures

Total Response Time Measure	Time (Minutes)	Population Sq/ Mi
Current Average	12:54	310
Current 90th Percentile	12:00	310
NFPA 1720 - Rural 80%	14:00	< 500
NFPA 1720 - Suburban 80%	10:00	500-1000
NFPA 1710 - Suburban	6:24	500-1000

A response time is most commonly and comprehensively measured from the 911 call time (Response Timeline C) through the fire unit arriving at the incident (Response Timeline H). Measuring from 911 call until the fire unit arriving at the incident is how most industry standard comparables are measured. Currently Dayton's average response time is 12 minutes and 54 seconds. The 90th percentile response time is 12:00 minutes. 90th percentile helps determine the amount of reliability within the response system. The 90th percentile shows the response time that nine out of ten residents will be receive or better.

The National Fire Protection Association (NFPA) 1720 is the "Standard on Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments." This standard applies to fire departments who are staffed by volunteer or combination fire departments. The only fire departments that do not fall into the NFPA 1720 standard are those who are staffed by all career full-time fire department staff.

The NFPA 1720 stratifies the response time standard based on the population density using residents per square mile. Currently Dayton falls into the NFPA 1720 rural response time as the population per square mile is 310 which is below the threshold of 500 people per square mile. The rural response standard states the fire department should get six responders on scene within 14 minutes 80 percent of the time. Currently the department is getting the first arriving unit on scene within 12 minutes.

As the city of Dayton continues to develop it is likely the department will be considered in the suburban response time standard which states there should be ten responders on scene within ten minutes 80 percent of the time. The threshold for the suburban classification is based on 500-1000 people per square mile. Based on the US Census geography defining the city of Dayton as 23.42 square miles the suburban threshold will be met when the population reaches 11,710. It is likely based on the current population trend that the suburban threshold will be by 2030.



Fire Department Response Times

The Dayton Fire Department currently has an average response time of 12 minutes and 54 seconds. The department also has a 90th percentile response time of 12 minutes. Currently the department is best aligned with the NFPA 1720 rural response time standard. The development of the city will bring the department to NFPA 1720 suburban response time standard.

When looking at the response times and maps of Dayton, the service to the south end of the city is where the most elongated response times occur. The south end of the city is also where the 2040 plan shows the greatest growth. In order to meet the suburban response time standard the department will likely need a fire station in the southern portion of the community and a potentially a change in the staffing model.

The city and department have the most control over the staffing model and fixed facilities which affect the response time. Those two factors can be levers to reducing the response time of the fire department.

Pages 33 through 38 of the data report provide some visuals and discuss the available research on the impacts of a response time. Communities have latitude to establish their own response time expectations for fire department response.

Observations

1. Dayton is currently considered a rural community and meets the NFPA 1720 industry standard.
2. As the community develops, Dayton will likely be classified as a suburban community. The industry standards for a suburban community have shorter response times and the current fire department staffing model will not meet those standards.

2022 90th Percentile Response Times

Program	Dispatch Time	Turnout Time	Travel Time	Response Time	Sample Size
	(Minutes)	(Minutes)	(Minutes)	(Minutes)	
EMS	9.4	—	8.1	11.1	336
Fire	12.6	—	5.6	10.8	67
Hazmat	12.6	—	7.0	14.1	29
Mutual Aid	—	—	—	—	0
Rescue	—	—	—	—	6
Total	11.5	—	6.9	12.0	438

Research has demonstrated that the overwhelming majority of requests for EMS are not time sensitive between five minutes and 11 minutes for emergency responses and 13 minutes for non-emergency responses.^[1] The 12-minute upper threshold is only the upper limit of the available research and is not a clinically significant time measure, as patients were not found to have a significantly different clinical outcome when the 12-minute threshold was exceeded.^[2]

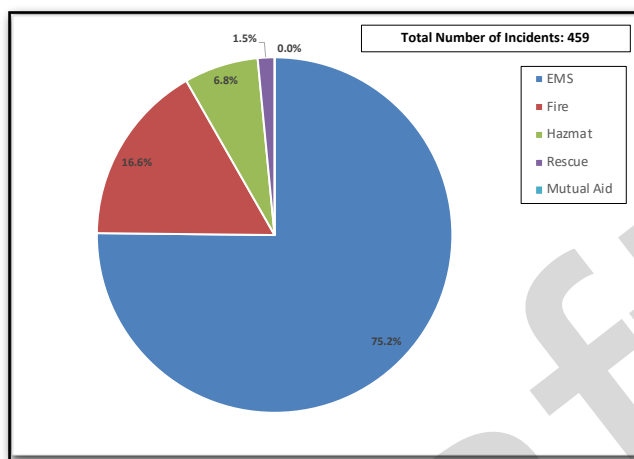
^[1] Blackwell, T.H., & Kaufman, J.S. (April 2002). Response time effectiveness: Comparison of response time and survival in an urban emergency medical services system. *Academic Emergency Medicine*, 9(4): 289-295.

^[2] Blackwell, T.H., et al. (Oct-Dec 2009). Lack of association between prehospital response times and patient outcomes. *Prehospital Emergency Care*, 13(4): 444-450.



Community Demand for Service

Dayton's largest driver of demand for service is Emergency Medical Services (EMS) accounting for 75.2 percent of the 2022 demand. In *FITCH's* experience, most departments are experiencing 70-80 percent of their calls for service being EMS related. Fire calls are the next greatest driver with 16.6 percent of the calls for service. There was no mutual aid reported and rescue accounted for 1.5 percent of the calls for service.



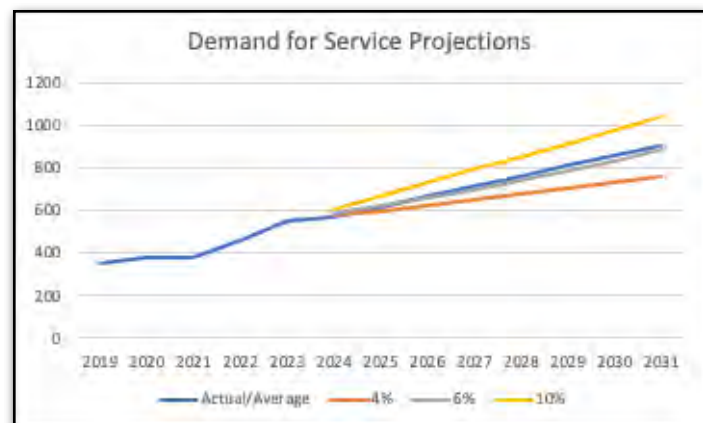
Observations

1. 75% of the communities demand for services is related to medical emergencies.
2. The type of development that occurs within the city may impact the rate at which the communities demand for fire service will increase.
3. Future community demand is projected to be approximately 700 calls for service in 2030 based on historical demand trends.

Future Demand for Service

DFD's demand for service is likely to continue to grow. This demand will likely grow the greatest in the EMS program. In *FITCH's* experience, many departments are experiencing a 3-7 percent year over year increase in demand for service. Much of the demand is attributed to aging within a community which will naturally increase the demand for EMS. The other driver of demand for service is likely attributed to high-risk populations such as those identified by the National Fire Academy(1):

- Older adults
- Younger children
- People with disabilities (physical or mental)
- People who smoke
- Low-income groups
- Ethnic minority groups
- Low-education groups
- College students



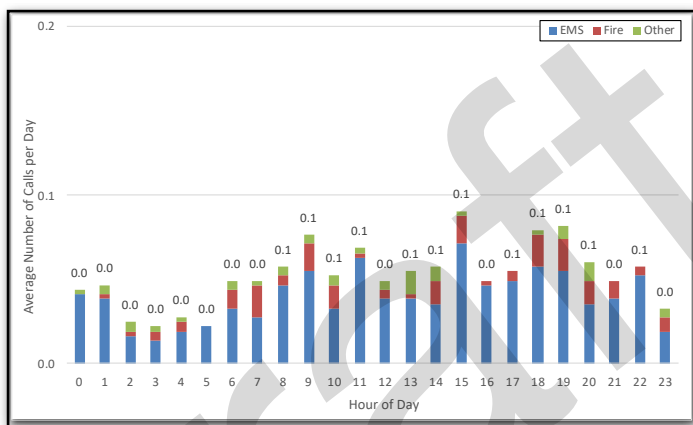
The demand for service over the next decade will likely increase the demand where the department is handling closer to two calls per day.



Evaluating the Current System

The current system design includes having DFD responding to and providing EMS first response along with the Police Department to all EMS incidents within Dayton. The EMS incidents represent over 75 percent of the community demand for the department's service. The majority of both fire and EMS incidents occur during the daytime and evening hours when most members of the community are awake.

Service Demand by Hour



Observations

1. The highest demand for service occurs between 8am and 8pm.
2. The lowest average paid-on-call staff turnout is during the 7am-3pm Monday-Friday.

While the highest demand for service occurs during the waking hours, these are also the hours with the least amount of fire staff turning out for calls. This is a common occurrence as many paid-on-call staff have full-time jobs that are Monday through Friday during the day. The difference in demand for service and availability of paid-on-call fire staff can lead to reliability challenges. Currently, the department is able to meet the demand for service reliably. It is likely that in the future the department will experience weekday daytime reliability challenges.

Fire Staff Turnout by Day of Week and Hour of Day

	23:00-02:59	3:00-6:59	7:00-10:59	11:00-14:59	15:00-18:59	19:00-22:59
Sunday	5.5	7.5	7.5	7.7	8	8.8
Monday	5.9	4.4	5.4	4.5	7.5	11.3
Tuesday	9	7	5	4	8.5	13
Wednesday	6.1	4.4	4.7	4.5	8.3	11.9
Thursday	7.9	8.3	3.2	4.5	12.6	18.5
Friday	5.2	6.2	6.8	4.9	7.6	8.3
Saturday	6.3	7	7.1	7.2	7.4	6.8

Evaluating the Current System

The current system alerts both fire stations and all of the fire staff for any calls for service regardless on the number of staff needed to mitigate the incident. This is a common practice with paid-on-call departments as they are not able to guarantee how many staff will respond when alerted to an incident. Unit Rescue 21 was the first arriving unit on the most incidents with an average travel time of 4.3 minutes.

First Unit Arrival

Unit Type	Travel Time (Minutes)	Number of First Arrivals	Number of First Arrivals with Travel Times
Captain	—	2	2
Chief 1	6.1	73	62
Engine 11	5.5	25	21
Engine 21	5.3	46	41
Rescue 11	3.5	60	50
Rescue 21	4.3	201	154
Utility	4.9	29	18
Total	4.9	437	348

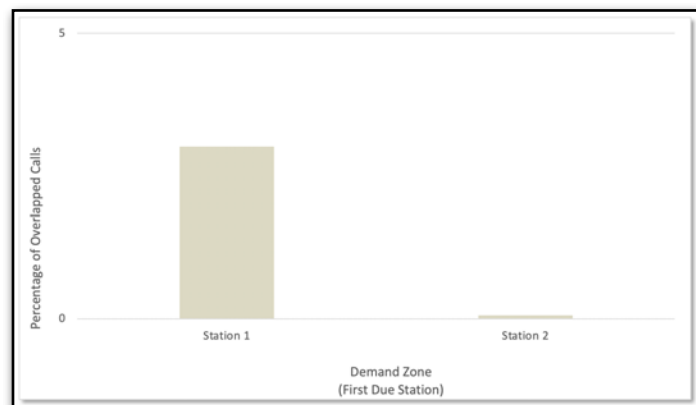
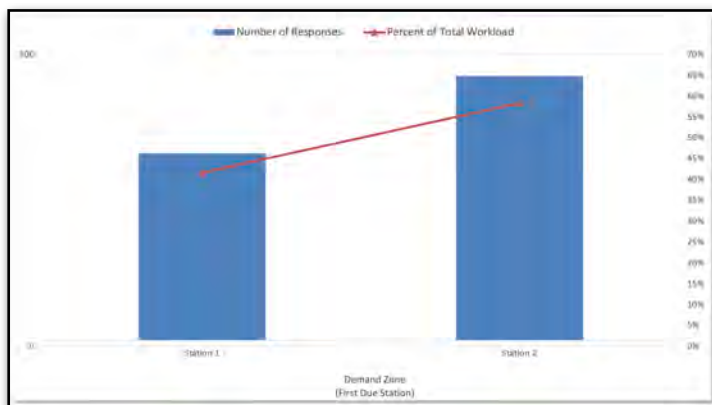
Observations

1. The average travel time of the first arriving unit is 4.9 minutes.
2. Fire Station 2 is closest to approximately 58% of the calls for service.
3. Overlapped calls are a rare occurrence with 3% at Station 2 and 0.5% at Station 1. This allows the department to focus on the first call for service.

Demand by Fire Station

Workload by Primary Fire Station

Concurrent Calls by Fire Station



Fire Station 2 shoulders almost two thirds of the service demand while Fire Station 1 experiences under 40 percent of the service demand. The demand for service is low enough that both stations experience very low concurrent calls for service (multiple calls at one time) with Station 1 at three percent and Station 2 at 0.5 percent. With the low overlapped call volume, the department can focus on being prepared to respond to single call for service and rely on mutual aid if needed for the rare occurrence of a concurrent call for service.

Geographical Demand

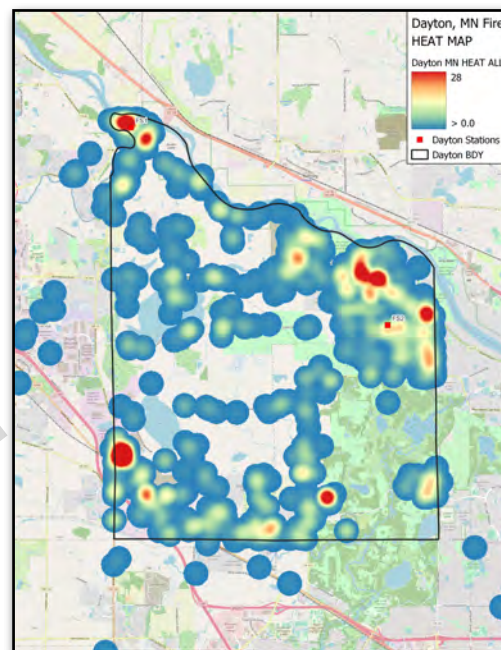
The department experiences a geographically disparate demand for service. The corners of the service area tend to have the greatest concentration of demand for service (2022 Incident Heat Map). Given the current transportation network with limited north/south roadways, this leads to an elongation of travel times particularly for the southern portion of the city (8-Minute Drive Time Current Stations). As the community develops, the concentration of demand for service may become more consistent throughout the community. There are also areas that are difficult to access from within the community, such as the southeast corner.

The city of Dayton 2040 Comprehensive Plan identifies development in the southern portion of the community. The southwestern portion of the community is the most challenging for the fire department to reach in its current fire station configuration. The current fire station configuration also has a significant amount of overlap on the very northern portion of the city with an eight minute drive time.

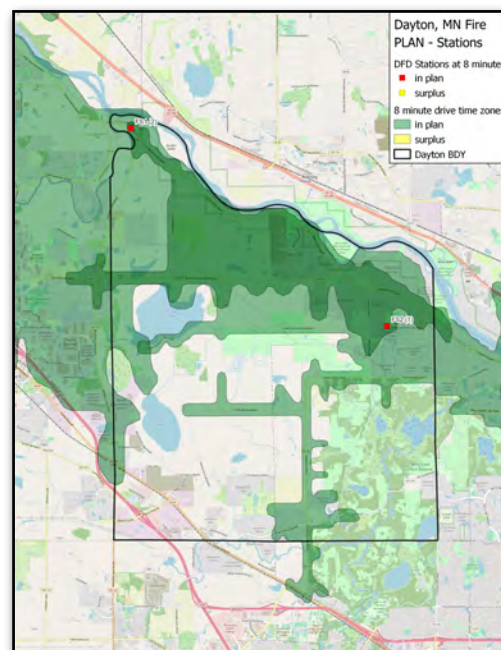
Of note Zanzibar Lane is described as a “highway:unclassified” in the TIGER GIS base maps which are used for the drive time modeling. Zanzibar Lane also has a feature class of “A41 Local, neighborhood, and rural road, city street, unseparated.” When running the drive time modeling the GIS did not find an incident response that would have been served by Zanzibar Lane. This would help explain why there is no connection of the response time coverage area on Zanzibar Lane between 125th Avenue North and South Diamond Lake Road. Zanzibar Lane was recently paved and as the community develops this route may become a route the fire department can use to get to the southwest corner of the city.

The GIS analysis was run in the ESRI platform as well and the response map covered Zanzibar Lane. With the ESRI GIS analysis there was not change in the call capture numbers within the designated drive time. While the visual analysis was inconsistent between the two GIS platforms, it will likely become more consistent now that Zanzibar Lane is paved and more GIS maps are picking up the change in road conditions.

2022 Incident Heat Map



8-Minute Drive Time Current Stations





Geographical Demand

The industry standards base their response time categories on population density. Population density does not always equate to service demand within the community. To evaluate Urban/Suburban/Rural density levels of demand for service *FITCH* utilizes a risk map to evaluate incident activity. This model is helpful in making decisions not only based on population density but actual demand for service. The community is divided into 1km squares to evaluate the incident density. The table below explains the demand criteria for each categorization:

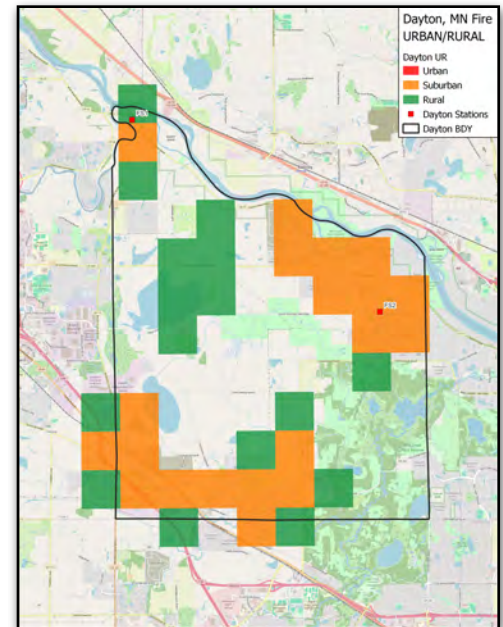
Demand Base Risk Map Definitions

Category	Incident Demand	Adjacent Incident Demand	Map Color Coding
Rural	.5 calls per month or less	.25 calls per month	Green
Suburban	.51-.199 calls per month	.26-.99 calls per month	Orange
Urban	2+ calls per month	1 call per month	Red

The demand based risk map analysis found that much of the geography does not meet the demand for service threshold to be considered rural. The analysis also found a mix of suburban and rural demand density throughout the community. Much of the most distant response area from the current two fire stations is considered suburban. None of the areas within the community have a demand for service that meet the urban density.

This analysis can help create context for policy makers to determine the appropriate level of service for the community. It is likely that based on future development plans that the community will see more suburban area and some urban areas once full developed.

2022 Demand Based Risk Map

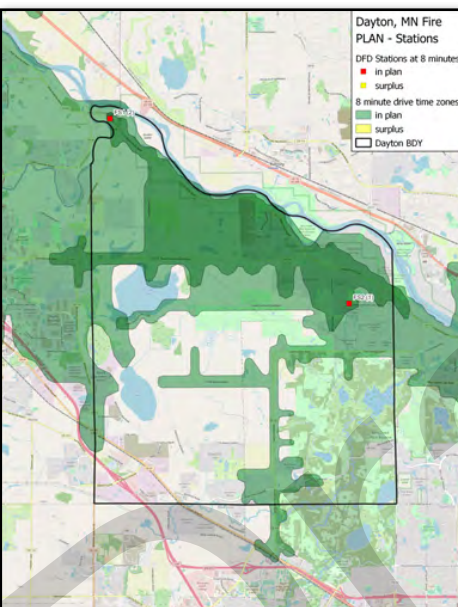


Observations

1. Service demand is highest in the corners of the community.
2. The community is still considered rural by population density.
3. There is a limited north/south road network.
4. Much of the denser development is slated for southern portion of the community.
5. Portions of the area are difficult to access from within the community.

Fixed Facilities

Currently DFD operates from two fixed facilities located within the community. Both fire stations are staffed with paid-on-call firefighters who respond from home when they are notified of a call for service. The only career staff member of the department is the Fire Chief. The current configuration is able to provide an 8-minute drive time to over 72 percent of the demand for service within the community. The map below



shows the geographic coverage with an 8-minute drive time from each of the two stations. The table below shows the capture rate within an eight minute drive time. Fire Station 2 alone is able to reach 57.50 percent of the calls for service within that 8-minute drive time. Fire Station 1 can capture an additional 15.11 percent of the calls for service within that 8-minute drive time.

Current 8-Minute 2 Fire Station Drive Time

Rank	Station	Station Capture	Percent Capture
1	FS 2	1,039	57.50%
2	FS 1	273	72.61%

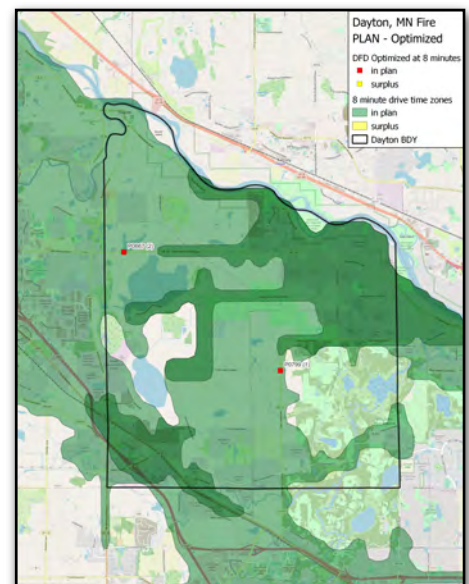
Observations

- 72 percent of incidents can be reached with an 8-minute drive time.
- The current two fire stations are located in the north end of the community.
- With optimized station locations, up to 23 percent more calls for service can be reached in an 8-minute drive time.

An optimized GIS analysis was completed. This analysis removed any limitations on where to locate a fire station within the community and does not account for the current fire stations. This analysis revealed that two optimally located fire stations within the community could reach over 96 percent of the calls for service within an eight-minute drive time. The analysis does not take into account the location of the paid-on-call staff or the future development that could change the location of the community's demand. The importance of this analysis is to show that, long term, the community could be served by two strategically located fire stations.

Optimized 8-Minute 2 Fire Station Arrangement

Rank	Location	Station Capture	Percent Capture
1	Fernbrook/125 St	1,433	79.30%
2	Diamond Lake/Xanathus	303	96.07%

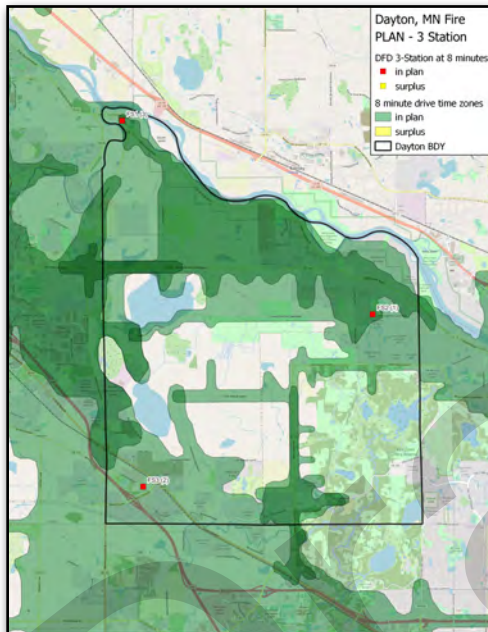


Strategically Adding a Fixed Facilities

With the addition of a third fire station in the southwest portion of the community, almost 18 percent more of the service demand can be reached within an 8-minute drive time. The drive time

captured with three stations within an 8-minute drive time increases from 72.61 to 90.20 percent. This percentage will likely increase as much of the development is in southern portion of the community where a third station would be located. This analysis

used the existing two fire stations and a third fire station located on the 18000 block of Territorial Road.



Observations

1. A third fire station may bring 18 percent more responses within an 8-minute drive time.
2. A third fire station would also allow more responses to be reached within a 6-minute drive time compared to the current arrangement.

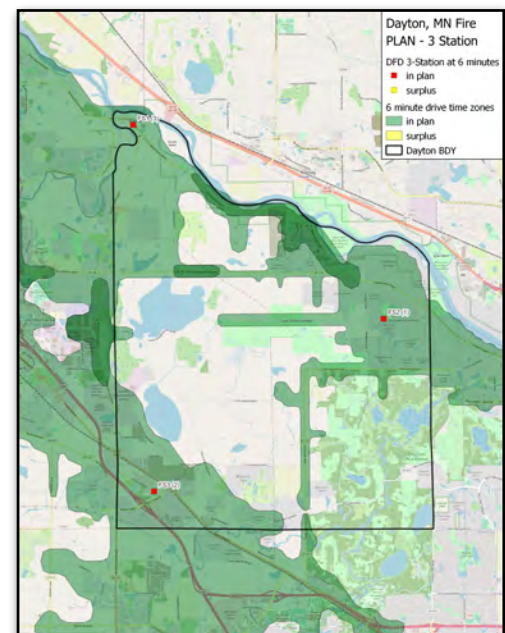
8-Minute Drive Time 3 Fire Station

Rank	Station	Station Capture	Percent Capture
1	FS 2	1,039	57.50%
2	FS 3	492	84.73%
3	FS 1	99	90.20%

It is also notable that a higher percentage of incidents will be reached within a 6-minute drive time with a three station arrangement. Besides the drive time, the other significant variable in the current system is the turnout time which is the time from when the department is notified of an incident to when a unit is driving towards the incident. In a paid-on-call department; that turnout time is inclusive of the amount of time it takes for the staff to drive to the fire station and assemble to respond on the apparatus.

6-Minute Drive Time 3 Fire Stations

Rank	Station	Station Capture	Percent Capture
1	FS 2	810	44.83%
2	FS 3	442	69.29%
3	FS 1	215	81.18%





Strategically Adding a Fixed Facility

If the city determines that adding an additional fixed facility would benefit achieving the desired service level within the community, there are a number of steps that *FITCH* would recommend be considered.

1. **Land Procurement** - Determining the appropriate location for the facility is important as it will be a long term investment. The location should be considered based on the future development within the community, as a facility's useful life is usually multiple decades. It would be prudent to consider the long term staffing model of the fire department as well. With the current model of paid-on-call staffing, it is important that a fire station is located close to the residential developments where the staff resides. If there is a desire to move to a paid staffing model, whether that is duty crew, part-time or career staff, the location of the fire station may be best suited based on the future service demand and access to key roadways.
2. **Pilot Facility** - Once land is procured it would be beneficial to build a small facility to pilot a new fire station and ensure you are able to recruit enough staff to operate the new fire station. A small facility that would hold one or two vehicles and basic operational supplies such as fire gear would work to pilot an additional facility. This facility could be used for a few years until there is stability in the operation of the additional fire station. If the pilot is successful a larger more permanent structure can be designed and built. Once the permanent fire station is built the pilot facility could be used for storage or other city purposes.
3. **Staffing** - Adding a new fire station will require additional staff to provide service from that station. Finding a way to engage the community around the new fire station to start recruiting and ensuring you have adequate staff for that station would be helpful to ensure the station's success. In *FITCH*'s experience, at least 12 paid-on-call staff members should be located at a fire station to ensure a response is likely to occur from that fire station. A goal for staffing a paid-on-call station is usually around 20-25 paid-on-call staff to increase the reliability and to accommodate for the turnover and training. It would be important to add the paid-on-call staff to the department before a permanent fire station is built. It is also important to consider the leadership at the new fire station. Each fire station should have its own line level leadership such as Lieutenants or Captains. It is best practice to not have brand new fire staff operating in those leadership capacities and to have more seasoned staff with at least three years experience with a best practice being closer to five years experience. In order to set the future staff up for success, start the onboarding process of future leaders at least three years before the either the pilot or permanent fire station is set to open. An option would be to have the future leaders operate from one of the other two fire stations during until a pilot facility is opened.
4. **Training** - It will take time to onboard new fire staff and get them trained to an entry level capacity. Generally, that can take approximately one year to complete the initial training of new firefighters and EMTs. In addition to the initial training the firefighters will have ongoing training with the existing fire department staff.
5. **Design Permanent Facility** - Once a pilot fire station is established and stable designing a permanent fire station would be prudent. The permanent fire station should have additional capacity for vehicles and personnel as well as incorporating health, wellness, and training features. This design can take up to a year depending on the level of involvement with the design the city desires.
6. **Build Permanent Facility** - Upon completion of the facility design construction can be started. Usually construction takes at least a year to complete.



Strategically Adding a Fixed Facility

7. Equipment - Ensuring that the staff have the equipment needed will be vital to the stations operation. This equipment can include the fire gear for new staff, additional self-contained breathing apparatus (SCBA), radios, thermal imager, gear extractor and medical equipment to name a few of the items.
8. Fleet - Additional fire apparatus will likely be necessary to ensure all three fire stations are adequately equipped to respond to calls for service. An additional fire engine or a quint (combination fire engine/ladder truck) would ensure each of the three stations have a primary fire engine to respond, leaving one fire engine available as a back up when one of the fire apparatus is unavailable while being maintained or repaired. Speciality fleet items may be requested from neighboring agencies through mutual-aid or auto-aid until a large enough need arises and the resources are available to purchase and maintain those pieces of equipment. Currently, many manufactures are about three years from order to delivery time on fire apparatus, which may impact the timeframe the city wants to consider placing an order for any additional apparatus.
9. Operations - The size of the facility may want to be considered based on the future operations of the fire department. Whether the station has sleeping facilities and the number and size of apparatus bays are key considerations. A new fire station also has the ability to incorporate additional health and safety components that the existing fire stations do not have due to their age. The addition of a third station also has the opportunity to enhance the efficiency of the operation if thoroughly planned for implementation. Stations could be alerted individually instead of having all of the stations responding to an incident that only requires a four staff members.



Fixed Facilities Summary

Observations

1. Current fire stations have some of the health and safety features such as direct exhaust capture systems from the vehicles and gear washer/extractors.
2. Neither fire station has sleeping quarters that could house staff overnight.
3. Neither fire station has the fire gear stored in a separate room from the vehicles bays.
4. Both fire stations have very little room between the fire apparatus. Vehicles are very close in the apparatus bays.
5. Both fire stations are attached to other city operations which allow multiple-use spaces in the facility.
6. The department has no dedicated training space for skill based fire training.

Short-Term Recommendations (1-3 years)

1. Consider purchasing land and building a pilot facility for a Fire Station 3 in the southern area of the community.
2. Engage the community to determine the available paid-on-call staff for a new Station 3.
3. Onboard new staff in the southern area of the community that could be the leadership of the new Fire Station 3.
4. Continue to maintain the existing two fire stations to ensure they serve the community into the future.

Mid-Term Recommendation (4-7 years)

Consider designing and building a Fire Station 3 once there is adequate funding and paid-on-call staff resources available. The type and amount of development in the southern portion of the community should be considered to determine the appropriate timing of a third fire station. Cost at least \$12 million in 2024.

Long-Term Recommendation (8+ years)

The existing two fire facilities will likely need a remodel to meet the future demand and operation of the department as resources are available. The remodel may include an addition to meet a different model of service and an opportunity to include components such as training and additional health and safety features. A best practice option would be to consolidate the two existing stations into a geographically centralized northern fire station.



Personnel

The current organization of the DFD uses primarily paid-on-call staff and a full-time Fire Chief. The paid-on-call staff respond to incidents from home when their pager is alerted to an incident. When staff respond they drive their personal vehicle to the fire station to board a fire response vehicle then respond to the incident scene. It is expected that paid-on-call staff respond when they are available and to attend a minimum percentage of the calls for service. Currently Fire Station 1 has 13 paid-on-call firefighters and Fire Station 2 has 16 paid-on-call firefighters to cover all emergency response within the community 24 hours a day, seven days a week.

The current operation pages all of the staff for a call for service regardless of the type of incident or number of staff needed to respond to the incident. This is a common practice in paid-on-call fire departments as you are not guaranteed how many staff will respond when you alert them to a call for service. This leaves the department with more responders at the fire station than it needs for some calls for service.

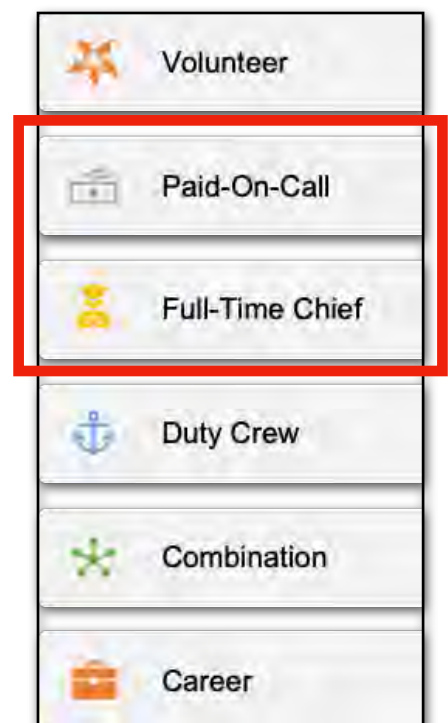
Another consideration is the time of day that the majority of the paid-on-call staff are available. Earlier in the report it compared the average number of staff responding by time of day and day of week. Many of the paid-on-call staff work a traditional workweek at their full-time job and are unavailable to respond to calls for service within the community. This is usually the first place a volunteer or paid-on-call department starts to see a decrease in the reliability of response. The department is not currently seeing a lack of reliability, but with an average of 3.4 to 5 personnel responding to weekday daytime responses, it is likely the department will see weekday daytime reliability challenges in the near future.

Many volunteer and paid-on-call departments experience recruitment and retention challenges. There are many reasons this occurs but it is widely reported across the country as a challenge. A recently released report from the United State Fire Administration on the Recruitment and Retention for the Volunteer Emergency Services (FA-361) shows that from 1984 to 2020 there has been a 25% decrease in volunteer firefighters across the country. Some of the reasons reported externally for the recruitment and retention challenges include: reduction in available time to volunteer, more dual income households, less businesses allowing workers to leave for fire calls during work hours, and employees who commute further to work. Internally, some of the dynamics include: increasing demand for service, increasing training requirements, and health risks. It is usually not just one of the challenges, but multiple, that keep residents from volunteering at their local fire department. It is also notable that it usually takes 12-18 months to get firefighters their initial training completed.

Observations

1. DFD primary uses paid-on-call staff to respond to calls for service.
2. The only full-time staff member is the Fire Chief.
3. Recruitment and retention challenges are a national trend that many departments are experiencing.

Fire Staffing Continuum





Personnel (cont.)

It will be important that the city plans for alternative staffing models in the event that the paid-on-call staff are unable to meet the community demand for service. With the lowest number of paid-on-call staff responding during the day during the week considering the addition of full-time staff during that timeframe would be prudent. Besides the Fire Chief the next two full-time positions that would prove to be beneficial would be to add a Fire Marshal or Fire Inspector and an Assistant Fire Chief. The Fire Marshal or Fire Inspector can be responsible for construction plan review and fire inspections while being available to respond to emergency incidents during the day during the week. The Assistant Fire Chief position can be responsible for training and logistics. The Assistant Fire Chief would work during the day during the week and be available to respond to emergency incidents during that day during the week as well. With addition of the two full-time positions you could ensure that at least two of the three are available to respond to emergency incidents while accomplishing other important work for the department.

Planning and implementing a duty crew would be the next natural step in the staffing continuum. Most departments implement a duty crew incrementally starting with a few hours a day and slowly increasing the coverage. Departments have tried to start with weekday daytime duty crews and many of those programs have struggled as those are the same hours when you have the least number of paid-on-call staff members available to work on the duty crew. Another limitation of a duty crew program is the fire stations are not equipped to handle staffing sleeping overnight at the fire stations. With the planned addition of two full-time staff members who can help cover weekday daytime hours, a duty crew may be best served in the evenings and weekend daytime hours.

Following the implementation of the duty crew, it would be recommended to reconfigure the dispatching protocols. The changes would allow the duty crew to be alerted for calls that don't need more than two or three responders to handle such as most medical calls and fire alarms. This would allow you to reduce the need to call out all of the paid-on-call staff for more serious calls for service when the duty crew or full-time staff are available. Another benefit to the duty crew program is that it allows paid-on-call staff to schedule their time and receive credit toward the minimum call percentage that is required. An hourly pay rate would need to be established for the duty crew as many paid-on-call staff are paid by the call and not the hour. There are many steps to successfully implementing a duty crew model. One of the first steps to implementing a duty crew model should be to solicit input and implementation planning assistance from the current paid-on-call staff.

Widening the recruitment geography would be possible with the full implementation of the duty crew. The geographic distance of the paid-on-call staff becomes less important as you can rely on the duty crew for the initial response. Departments have reported mixed results with the widening of the recruitment geography. With the complete removal of the geographic distance for recruiting new fire staff members, it eliminates the connection to the community which can decrease the desire to be involved in community events for the department, and at times the loyalty to the department. As many fire departments are hiring part-time staff, it is not uncommon for firefighters to work multiple part-time firefighter jobs at multiple fire departments across the metro area until they can obtain a full-time job.

There are rapidly changing dynamics within the fire industry and within Minnesota, particularly in the metro area, with more departments moving down the fire staffing continuum rapidly. Many departments have implemented either duty crews or full-time staff over the past five years. This can exacerbate the recruitment and retention challenges of the department regardless of the staffing model that is operated.

It would be prudent for the City of Dayton to establish reserve funds that are available for a fire department staffing transition if the current system becomes unreliable sooner than anticipated or there is a critical failure of the current staffing system.



Personnel Summary

Observations

1. Currently there are 29 staff within the fire department.
2. The lowest turnout of paid-on-call staff occurs during the day during the week.
3. Neither fire station can accommodate staff overnight.

Short-Term Recommendations (1-3 years)

1. Implement two additional full-time staff (Fire Marshal/Fire Inspector and Assistant Fire Chief). Approximately \$120,000-\$150,000 each.
2. Determine the interest in paid-on-call staff in the southern portion of the community. Onboard those interested to start building capacity and experience for a third fire station.
3. Solicit input and start planning for the implementation of a duty crew during select hours of the day. Implementation of the duty crew may be a short-or mid-term timeframe for implementation based on available resources and need. Approximately \$219,000 per 24/7 position at \$25 per hour.
4. The city should establish reserve funds that would be available if the current staffing system becomes unreliable and the fire department staffing needs to transition to a more reliable model sooner than anticipated.

Mid-Term Recommendations (4-7 years)

1. Implement or expand duty-crew hours as needed to maintain a reliable response.
2. Prepare stations to accommodate overnight staff.

Long-Term Recommendations (8+ years)

1. Plan for 24/7 duty crews.
2. Evaluate the need for additional full-time staff.

As the department looks to plan for duty-crew model implementation, some important context to consider is the minimum hours that will be required to be worked. If a paid-on-call staff member is required to work an average of 12 hours a week, it will take 14 paid-on-call staff to cover one seat of an emergency response vehicle 24/7. It would take 42 staff to cover one three person response vehicle.



Dispatch Center Operations

The fire department is dispatched by Hennepin County Sheriffs Office 911 Dispatch Division. This dispatch center is a consolidated dispatch center that provides services to over 50 public safety agencies within Hennepin County. The city and fire department have no control over the dispatch center but the dispatch center is a vital part of the departments operation. Hennepin County's dispatch center handles over 600,000 calls annually, of which 36,000 were fire-related calls for service. All of the fire departments who are dispatched by Hennepin County are on one fire channel, with second fire channel available for emergency situations. The dispatch center operates in a two stage model where one tele-communicator answers the 911 call and a different tele-communicator dispatches the fire department resources. This two-stage model is a best practice in dispatch centers of this size.

A site visit of the dispatch center allowed *FITCH* staff to meet with the dispatch center director. *FITCH* found that the dispatch center has many of the modern technologies, redundancies and operational processes. Many of the best practices that were not in place are being worked on, such as the implementation of auto alerting of fire departments once the tele-communicator takes the 911 call. This auto alerting is best practices and reduces the need for a tele-communicator to manually alert the fire department, saving time and increasing consistency.

For EMS calls the dispatch center takes the 911 call and transfers the caller to the transporting EMS agency for pre-arrival instructions such as CPR or airway obstruction assistance. There is not currently a computer aided dispatch (CAD) integration between dispatch center. This requires the tele-communicator to call between dispatch centers with any call for service or updates, rather than leveraging technology that would automatically communicate between systems. For example North Memorial Ambulance Service is responsible for approximately 40,000 calls for service from Hennepin County Dispatch Center. The tele-communicator must make a phone call to make North Memorial aware of the incident. If there are updates, such as the patients condition when first responders arrive, another phone call must be made. This manual phone call process is time consuming and can create unnecessary and unintentional human errors. Hennepin County Dispatch is working on implementing the CAD to CAD integration between agencies.

Hennepin County Dispatch also reports that they don't have a formal quality assurance (QA) process due to staffing levels. A QA process is important to ensure that timeliness, accuracy, and procedures are followed. The dispatch center also lacks a standardized call taking protocol. A standardized call taking protocol is important so tele-communicators are consistent in how 911 calls are answered and classified to ensure the appropriate resources are sent to the incident scene. It is a best practice to have a call taking protocol for the tele-communicators.

Within Hennepin County Dispatch, fire departments set up alarm assignments that dispatches resources based on the call type and geography. This allows the fire department to preset automatic aid and mutual aid from neighboring agencies. For example when a structure fire is dispatched in an area of Dayton without municipal water supply, water tankers are automatically dispatched from neighboring agencies to assist.

The dispatch center reports a 1:30-2:00 minute call processing time. Tele-communicators are trained to work on the fire channel after about 2 years of experience. Approximately half of the staff is trained for fire channel operations.

Observations

1. The dispatch center dispatches for over 50 agencies.
2. They operate in a two stage model.
3. Many of the best practices are in place and others are being worked on.
4. Tele-communicator recruitment and retention is reported to be a challenge like many dispatch centers.



Dispatch Operations Summary

Observations

1. Dayton Fire Department dispatches all staff for every call for service.
2. There is not a call taking protocol for tele-communicators to use.
3. There is not a formal quality assurance program for tele-communicators.
4. The city and department do not control or own the dispatch center but the dispatch center is vital to the department's operation.

Short-Term Recommendations (1-3 years)

1. Work to dispatch Dayton Fire Department by units instead of the generic department alert. This will help to improve the response time and call processing data.
2. Add an alert that will just notify the full-time staff when they are working for calls for service that do not need more than two to three responders, once the additional sworn full-time staff are implemented.
3. Advocate for call-taking protocols and quality assurance at the dispatch center.
4. Monitor call-taking times and process to identify opportunities for improvement.

Mid-Term Recommendation (4-7 years)

Ensure CAD to CAD integrations with other agencies that may respond to Dayton.

Long-Term Recommendation (8+ years)

Evaluate the implementation of future technology to improve processes and communication between the 911 call, tele-communicators and public safety responders.



Fleet

The current fleet is housed between the two fire stations. Given the current arrangement of the two fire stations there is no additional room to house any additional apparatus. The apparatus are very tightly parked in the current fire stations. Vehicles have to be moved at times in order to get the correct apparatus out of the station to respond to the emergency incident. Any addition to the fleet would require additional apparatus bay space at one of the fire stations.

A fleet replacement schedule shows the vehicles are planned to be replaced between 10 and 20 years. The current fleet has a third fire engine, which ensures that there is a backup fire engine when either front line fire engine is unavailable due to things like maintenance. The current grass rigs are combination units that respond to both grass fires and medical incidents. The grass rigs have equipment that allows the department to use the vehicle for both types of incidents.

While considering adding a Fire Station 3, there are investments related to right-sizing the fleet to accommodate the third station. An additional fire engine is likely the biggest investment outside of the building itself. Currently, the lead times on fire apparatus can be up to four years based on the type of apparatus, specifications, and manufacturer.

As the community develops and additional multi-story buildings are built, procuring an aerial apparatus will be needed. The community is transitioning from a rural to a suburban community. Most suburban communities have an aerial apparatus to ensure the fire department can maximize their access to multi-story buildings.

There may be an opportunity to combine a few vehicles when considering replacement and purchasing of apparatus. For example, the next fire engine could be a quint, which combines a ladder truck and fire engine, rather than purchasing two separate vehicles. Outside of the Fire Chief Pick Up, the vehicle utilization is low enough that combined vehicles when feasible may help create efficiency while ensuring the department is equipped to meet the community service demand. A combined fire engine and rescue truck could be purchased when the next fire engine is due to be replaced.

Current Fleet

Apparatus Type	Current	W/FS 3	Replacement Years
Engine	3	3	20
Ladder	0	0	20
Grass Rig	2	2	20
Heavy Rescue	1	1	10
Boat	2	2	10
Tanker	1	1	20
SUV	2	2	10
UTV	1	1	



Fleet

A best practice fleet ensures that the department has the vehicles needed to effectively provide service to the community in a reliable fashion. For rare incidents it is common for departments to rely on mutual-aid or regional response teams for those specialty resources. Some examples include rehab trucks with air compressors, specialized rescue (confined space, high angle rope rescue, trench collapse, and structural collapse), and hazardous materials mitigation.

A best practice replacement plan for a departments fleet includes more variables other than the age of the vehicle. The industry standards recommend that vehicles are not used for more than 20 years. There are many changes over 20 years from the safety features on the emergency vehicle to the types of incidents the department is responding to. Therefore it is prudent to ensure vehicles are replaced within the 20 year timeframe. To determine if a vehicle needs to be replaced before the 20 year timeframe the following variables could be considered:

- Age of vehicle
- Miles/Hours
- Reliability
- Maintenance and Repair Costs
- Condition of Vehicle (rust, accidents, anticipated repairs)

The following table has the best practice fleet that would anticipate the addition of two full-time staff and a third fire station. The additional SUVs ensure that Fire Marshal/Fire Inspector and Assistant Chief have SUV response vehicles. Replacement years are suggested to be the longest the vehicle should be in the fleet while using the variables above to determine if the vehicle should be replaced sooner.

Observations

1. The current fleet is tightly housed between two fire stations.
2. There is a replacement schedule based on age of vehicle.
3. Replacement is solely based on age of the vehicle.
4. Grass rigs are used for both grass fires and medical responses.
5. Additional vehicles will be needed for Fire Station 3.
6. Current utilization of vehicles is low enough to consider combination vehicles.
7. There is a need for an aerial apparatus as the community develops and more multi-story buildings are built.

Best Practice Fleet

Apparatus Type	Current	Future	Replacement Years
Engine	3	3	20
Quint	0	1	20
Grass Rig	2	2	20
Heavy Rescue	1	0	N/A
Boat	2	2	15
Tanker	1	1	20
SUV	2	5	10
UTV	1	1	15



Fleet Summary

Short-Term Recommendations (1-3 years)

1. Evaluate the need for a ladder truck and additional fire engine versus a combined quint (combination ladder and engine). Engine \$1-1.2 million, Ladder \$2-2.5 million, Quint \$1.8-2.2 million with a 2-4 year lead time.
2. Consider purchasing the apparatus for Fire Station 3 once a construction plan is identified. Some of the fire apparatus have a longer lead time than building construction.
3. Consider adjusting fleet replacement schedules to include additional variables such as vehicle reliability, cost of ownership and condition.

Mid-Term Recommendation (4-7 years)

Consider replacing the heavy rescue and fire engine with one dual role apparatus.

Long-Term Recommendation (8+ years)

Re-evaluate the size of the fleet if the department is able to return to a two station model by building a combined northern fire station.



Equipment

A fire department uses a significant amount of equipment to successfully carry out its mission. This equipment includes items like protective fire gear, self-contained breathing apparatus (SCBA), and automated external defibrillators (AEDs). All of the equipment has a life cycle which could be based on a number of factors including:

- Age
- Industry standard
- Use
- Reliability
- Obsolescence
- Cost of ownership
- Surplus due to change in approach to service provision
- New safety features

Observations

1. The department is well equipped.
2. There is health and safety equipment at both stations.
3. If a third station is added, additional equipment will need to be procured.

Of important note, the department has items dedicated to the health and safety of the fire staff to include gear washers and direct capture exhaust systems. These types of equipment help provide a safer working environment by reducing exposure to known toxins to firefighters.

When approaching equipment purchasing and replacement, it is important to evaluate options for procurement, specifications and future use of the equipment. Having a methodic approach to equipment replacement will ensure the effective and efficient use of those resources into the future. For example, you could buy SCBA's at a lower cost under a current standard when a new standard is coming out the following year. You may have a lower purchase cost but the life span of SCBA's may be shortened since they were purchased at the end of a standard cycle. Another consideration is how many SCBA's you need to own and operate based on the staffing model.

If a third station were to be added, additional equipment would need to be procured to operate that additional fire station. If it is a transient or short amount of time that three stations would be operated as a new consolidated central north fire station was built, some equipment may not need to be purchased. An example may be that gear extractor could be used at another fire station until the department was operating at a two fire stations model again. Other equipment is driven more based on the staffing or fleet size such as fire gear, radios, or thermal imagers.

Equipment Replacement

Equipment Type	Current	W/FS 3	Replacement Years
Extrication	2	3	20
SCBA Compressor	2	3	20
Gas Detectors	5	6	4
SCBA		TBD	15
Gear Washer	2	TBD	20
AEDs	5	TBD	10
LUCAS CPR	2	3	10
Thermal Imager	3	4	8
Fire Gear	30	TBD	10



Equipment Summary

Short-Term Recommendations (1-3 years)

1. A comprehensive list of equipment and replacement schedule should be established.
2. A list of equipment needed for a Fire Station 3 should be developed, including lead times for procurement.



Training

Training is a critical component of a fire department to ensure firefighters have the knowledge, skills, and abilities to provide service to the community. This training is key to keeping both the public and firefighters safe during a response. There are a number of references within the fire services regarding training. The most prominent is the National Fire Protection Association (NFPA) which has standards and job performance requirements (JPRs) for each position within the fire department. Another reference is the Insurance Service Office (ISO) that rates fire services. There are also opportunities to obtain training and certifications for many of the roles and responsibilities within a fire department. Training is even more important for DFD as it has a less tenured staff than previously and the only way to prepare these firefighters for success is by robust training evaluations.

DFD requires all department members to attend 66% of the training sessions in any given quarter. Many volunteer or paid-on-call fire departments focus their training requirements on the number of hours of training completed by staff member and the percentage of training. Training a volunteer or paid-on-call workforce is challenging for a number of reasons. One reason is the number of staff members that are showing up to a training session can be unpredictable. When setting up a training session and not knowing how many people to plan for creates planning and logistics challenges. Another challenge is providing training to a wide variety of staff experience at the same training session. An important last example is creating a training schedule that works for volunteers or paid-on-call staff. For example a firefighter who works their full-time job on the evening shift may not be able to attend trainings in the evenings when most volunteer or paid-on-call staff are available but that firefighter is available during the daytime to respond to emergencies when the least number of volunteer or paid-on-call staff are available.

A best practice for providing a modern and high-performing training program includes leveraging a hybrid approach. This hybrid approach includes using both in-person and virtual training components. This allows the fire department staff to complete much of the didactic training online at a time and place of their own convenience. That leaves the in person training time to focus on more hands on tactile training and competency evaluation.

A second step to the hybrid approach includes placing less emphasis on the number of hours of training and more of a focus on competency based training. The competency based training has more focus on ensuring each individual firefighter is able to complete each job performance requirement. A competency based training program can also be created for each role and responsibility within the department. For example a training program can be created for firefighter, apparatus operator, and fire officer for the different roles and responsibilities. In order to successfully implement a best practice model there needs to be clear expectations and communication. Some of the best practices to implementing a competency based approach include creating operating guidelines, task books, and how-to videos that are all in alignment.

Currently there is no dedicated training space. This requires the department to try to makeshift the fire station or another facility to practice skills in an unrealistic environment. For example practicing ground ladders, neither station has a second story or windows that the ladder can be set to rescue a victim. Practicing the ground ladders at the fire station can lead to damage of the exterior of the fire station.

Observations

1. The department requires members to attend 66% of the training in a quarter.
2. There are opportunities for the department to modernize its training program.
3. There is no dedicated training space and while the department continues to have less experienced staff that need additional training opportunities to ensure competence.



Training Summary

Having appropriate training space is even more important as the department has less experienced firefighters that need additional training opportunities to ensure an adequate level of competence is present when an emergency incident occurs. A new firefighter takes up to 18 months to complete their entry level training. It is also notable that Dayton does not have a water supply system that would allow firefighters to train flowing water without affecting residents and businesses.

Most modern fire facilities include training features within the fire station with the exception of a live fire training facility. With adequate planning almost all fire skills can be accomplished at a well designed fire station. The more convenient the training is made to the fire staff, the more likely the training features will be used by the fire staff. Live fire training is best accomplished in a dedicated live fire training facility as it is difficult to incorporate all of the safety features of a fire station with a live fire training facility.

Sample Department Training Schedule

Dayton 2024 Training Schedule						
Day	Date	Location	Time	# of Hours	Topic	Lead
Thur	4-Jan	DFD	19:00-22:00	3	Haz-Mat Deep Dive Four Gas Monitor	Kirk Maroushek
Thur	18-Jan	DFD	19:00-22:00	3	Emergencies in Heavy-Content Buildings	Century College
Thur	1-Feb	DFD	19:00-22:00	3	The Importance of Good Report Writing	Jeff St. Martin HCFIT
Thur	15-Feb	DFD	19:00-22:00	3	EMS Training	Brian Junkin North Memorial
Thur	7-Mar	DFD	19:00-22:00	3	New Tanker Training	MaQueen
Thur	28-Mar	DFD	19:00-22:00	3	North EMR Refresher	North Memorial
Thur	4-Apr	DFD	19:00-22:00	3	Building Preplans	Jason Elasky
Thur	18-Apr	DFD	19:00-22:00	3	North EMR Refresher	North Memorial
Thur	2-May	DFD	19:00-22:00	3	Know Your SCBA	Century College
Thur	16-May	DFD	19:00-22:00	3	Minnesota State Fire Marshal's Sprinkler Trailer	MN State Fire Marshal's Office
Saturday	1-Jun	DFD	07:00-15:00	8	Live Burn	Gary Hendrickson

Short-Term Recommendations (1-3 years)

1. Maximize the hybrid approach to delivering training content.
2. Consider implementing a competency-based training program.
3. Ensure training is provided specific to each responsibility in accordance with industry best practices.
4. Ensure alignment between policies/guidelines, training, and competency checks.
5. Identify a training facility to ensure staff are able to train in a realistic and safe environment

Mid-Term Recommendation (4-7 years)

Evaluate and adjust training program based on changing risks within the community.



Considerations for Fire Prevention

DFD currently uses contracted fire inspection services from a private contractor. The current private contractor provides inspection services to many local units of government. While this service provides the important service to the community, it does not connect back to the fire department. Each fire inspection is an opportunity to capture pre-planing information that is vital for the fire department when responding to an emergency incident. This is also an important connection between the inspector and fire department when evaluating a construction plan, not only for code compliance but also emergency response. There are many areas of the fire code that leave discretion up to the authority having jurisdiction, which is the local fire official. This is an opportunity to work with a building owner, developer and architect to determine which tradeoffs work for both the owner and fire department to build a safe building that allows for an effective fire response.

The department would be served by prioritizing the hiring of a fire inspector or fire marshal. The city is witnessing the construction of numerous large commercial and industrial buildings. At the time of construction is the best opportunity to ensure a building is constructed with fire protection features that work effectively for a fire response. Hiring a fire inspector and fire marshal would allow someone dedicated to implementing a community risk reduction program. Plan reviews could be contracted to a subject matter expert out when it is a complex development or there is a high workload.

The first phase of implementation of a community risk reduction program is to inventory and assess the community risk. The four steps to inventorying and assessing community risk are:

- Inventorying the community, which includes identifying all of the structures within the community, fire systems within the structures, and current fire code compliance.
- A risk assessment should be completed while inventorying the community based on life hazards, property loss, and potential impact to the environment and community.
- Analyzing the inventory should be used to determine impacts and trends.
- Then prioritizing the risk based on life hazards, property loss, and impact on the environment and community.

The second phase of community risk implementation is to identify the appropriate mitigating strategies. There are five common mitigation strategies with the first four being proactive and the last option being the responsive safety net:

- Education - Educating a specific target audience can help reduce risk. Some examples include educating seniors on fall prevention or apartment managers common impactful fire code violations.
- Enforcement - Enforcement generally is about gaining compliance with fire code and/or local ordinances. The best practice approach is to start with education for first violations unless there is an egregious life safety risk present.
- Engineering - Engineering controls can include programs like installing fire stops above stoves to control cooking fires or ensuring fire doors close when a fire alarm sounds.
- Economic incentives - These incentives could be both incentives or disincentives. An incentive might be waiving a permit or inspection fee if no code violations are found. A disincentive could be an escalating fee for multiple false fire alarms within a year.
- Emergency response - Emergency response is a post incident mitigation strategy. This is usually costly both in the response and the loss that is created by an incident.

The most effective community risk reduction program focuses on reducing occurrences or decreasing the impact of the risks.

The last phase of the community risk reduction program is to implement the necessary policy and procedures. This phase may include council level policy decisions such as ordinance changes or a fee schedule adoption. Much of this phase will include operational level policy and procedure development and implementation.



Fire Prevention Summary

Observations

1. Current fire inspections and plan reviews are provided by a private provider.
2. The pre-incident plan information and operational impacts of plan reviews do not appear to be part of the current approach to fire inspections and plan review.

Short-Term Recommendations (1-3 years)

1. Consider hiring a fire inspector or fire marshal as funding becomes available.
2. Implement a comprehensive community risk reduction program.
3. Evaluate and implement a pre-incident plan program that ensures all responders have access to important information about the buildings they are responding to.

Mid-Term Recommendation (4-7 years)

Reevaluate the risk within the community and adjust risk reduction and response programs as needed.



Administration

The fire department currently operates with one full-time fire chief and the remainder of the staff is paid-on-call. There are five paid-on-call officer positions. Currently there is one officer position filled at Fire Station 1.

The department has signed up with an online policy manual provider. Only a couple of the policies have been established and communicated to the entire department. An example of a policy would be to have a guideline on alarm assignments and which apparatus should respond to each type of incident. This would be helpful for staff to have clarity in expectations. The online policy manual has a template to start from but requires work to personalize many of the templates to meet the departments needs.

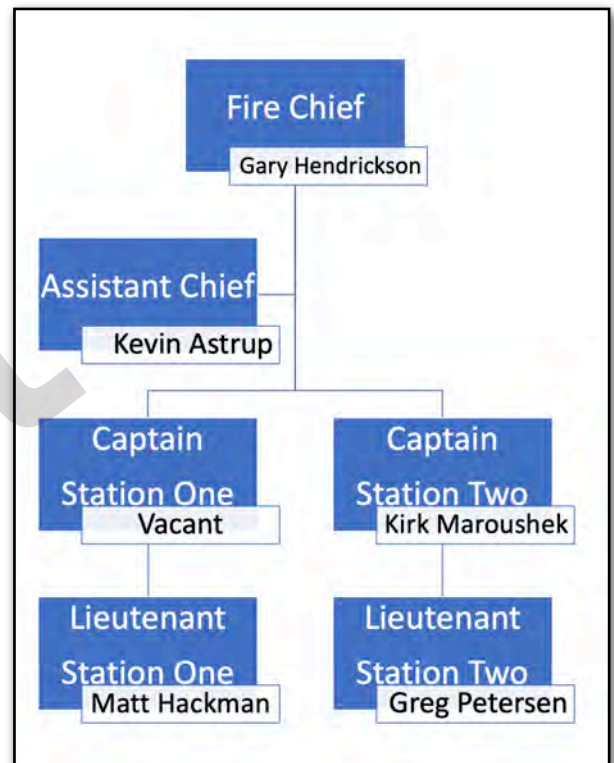
As an organization moves to a best practice model, it is important that staff are involved in that change. Change needs to occur at a rate that is digestible and bought into by the staff. One way to increase staff engagement is to create a committee that has firefighters and fire officers on it that work to identify and implement change to improve the organization. When staff at all levels of the organization are consulted on issues and engaged in resolving on the issues there is usually a better outcome and buy in.

Looking towards the future, bolstering the administrative function of the fire department is important to helping support the current paid-on-call model. Having one full-time staff member responsible for all the administrative functions becomes challenging. Adding a full-time assistant chief as funding is available would assist in splitting up the duties of the administrative function. Many departments use the assistant chief as the training officer and keep the fire chief focused on the strategic level operation of the fire department.

Adding a full-time assistant chief and a fire inspector or fire marshal would also assist in providing additional coverage for emergency responses during the daytime weekday hours where the lowest number of responders are currently able to respond. Fire departments are somewhere on the staffing continuum and it is common for fire departments to move toward adding full-time staff. Some of the first full-time staff in a paid-on-call fire department are commonly chiefs and inspectors.

A regulatory item of note is that Federal OSHA recently published an 800+ page update to the regulation for fire and EMS departments. There may be a resource and administrative impact based on what the final OSHA rules get adopted in the short-term.

Current Dayton Fire Department Organizational Chart



Fire Department Staffing Continuum





Administration Summary

Observations

1. There is currently a full-time fire chief and five paid-on-call officer positions.
2. There is one paid-on-call officer positions filled at Fire Station 1.

Short-Term Recommendations (1-3 years)

1. Work to develop officers at Fire Station 1.
2. Develop a policy and procedure model that meets current fire service regulations and expectations.
3. Implement a committee to provide input and assist with implementing change within the department.
4. Consider adding a full-time assistant chief when funding becomes available.
5. Consider adding a civilian administrative assistant when funding becomes available.

Mid-Term Recommendation (4-7 years)

Create a strategic plan to evaluate priorities for the next 3-5 years.

Long-Term Recommendation (8+ years)

Evaluate staffing model and sustainable future service delivery to the community.



Data

Data is vital to the current and future operation of the fire department. It is important that data is not only collected but there is quality assurance of the data. That data is used to inform decisions both within the department and at the policy level. Data can also be used to provide transparency of service provided to the community.

There are many sources of data that are important to modern fire departments. Some of the data sources include:

- Construction plans and reviews
- Fire inspection and permit records
- County assessor office data
- GIS
- Computer aided dispatch from Hennepin County
- Records management of fire and EMS responses
- Training records
- Firefighter turnout data

Currently Dayton Fire Department gets only limited information from the Computer Aided Dispatch (CAD) system Hennepin County Sheriffs Office 911 Center directly imported into the department's records management system. This requires department staff to manually enter information such as response date/times and responding units. The manual translation of that information can lead to incomplete data and errors being made inadvertently. A best practice is to have the information directly fed into the departments records management system.

The use of quality data is imperative to making informed decisions on how to provide reliable and effective fire and EMS services to the community. During this operational review it became apparent that the data system within the department likely does not serve the department and city as well as it could. It did not appear that there is a robust data set with fire, EMS, staffing, and fire prevention data that can be easily evaluated.

In order to have quality data, there are a number of steps that must occur in order to be effective. The following steps can be a framework for effective data implementation:

1. Staff must understand the importance of the data collection and how the data will be used to improve decision making. Quality data starts with the line staff buying into the need to enter data accurately.
2. The department needs to have the technical resources to implement data collection and analysis. This step usually entails evaluating the current systems versus the needs to identify the gaps. Then the department can evaluate potential technology systems or resources to fill the gaps.
3. The implementation of the systems need to include writing specific processes and rules within the systems to ensure the data being collected is complete. An evaluation is then needed to find the effectiveness of the processes and rules and also determines if additional processes and rules need to be implemented. The implementation is iterative and ongoing. Many departments implement systems with little customization and evaluation following the rollout. This leaves the department using a small percentage of the systems capabilities. It is important that line staff through administration are part of this process.
4. Quality assurance of data collection needs to occur. Departments often may conduct clinical quality assurance (QA) to make sure the care provided to patients was appropriate. While the clinical QA is important, there also needs to be QA of the documentation on fire, EMS and fire prevention documentation. Without the QA on the documentation, most departments find themselves with many outliers when data analysis occurs. This steps ensures that you will have accurate data to inform decision making.



5. Analysis and reporting can occur once the data is in the system. This reporting can be used for many audiences. It is important that performance reporting is shared internally so staff can see the value of the data. The data analysis can be shared with administration and elected officials to inform policy decisions around fire and EMS service delivery. Just as important, the information can be used for public transparency and education on the services provided to the community.

Data Summary

Observations

1. It does not appear there is a robust data set with fire, EMS, staffing, and fire prevention data within the department.
2. Reporting is limited based on available data and administrative bandwidth.

Short-Term Recommendations (1-3 years)

1. Enhance the use of the records management system(s) within the department to collect and evaluate data as outlined.
2. Capture risk information during fire inspections, low acuity calls for service, and preplan activities.
3. Implement a full CAD to RMS interface to automatically download CAD data.
4. Implement data quality assurance to ensure data is complete and accurate.

Mid-Term Recommendation (4-7 years)

Aggregate and trend data following multiple years of comprehensive data collection.

Long-Term Recommendation (8+ years)

Evaluate systems to ensure they meet the department and community's needs for data collection, analysis, and reporting.



Observation Summary

Current Planning

1. Three full-time positions are planned over the next three years.
2. The current stations have multi-million dollar costs to keep operating.
3. Eight apparatus are planned for replacement/purchase totaling \$5.9 million.

Citywide Future Plans

1. Dayton, MN is a developing community.
2. The development is at a steady pace.
3. Only part of the community has fire hydrants and municipal water supply.
4. The municipal water supply in the northwest corner of Dayton has limited capacity to provide emergency responders with an immediate high water flow.
5. Dayton's development appears to be aimed at keeping a primarily residential community with areas of commercial, industrial, mixed use and a small high-density residential area.
6. The development is anticipated to occur over the next three decades leading to a steady growth strategy.
7. There are limited north/south transportation network options currently which challenge a timely response to the southern portion of the community.
8. The 2040 comprehensive plan estimates a population of 10,400 while the growth rate of Dayton since 2010 project the population is closer to 16,095 or 5,695 higher than the comprehensive plan.

Fire Department Overview

1. Dayton is currently considered a rural community and meets the NFPA 1720 industry standard.
2. As the community develops, Dayton will likely be classified as a suburban community. The industry standards for a suburban community have shorter response times and the current fire department staffing model will not meet those standards.

Community Demand for Service

1. 75% of the communities demand for services is related to medical emergencies.
2. The type of development that occurs within the city may impact the rate at which the community's demand for fire service will increase.
3. Future community demand is projected to be approximately 700 calls for service in 2030 based on historical demand trends.

Evaluating the Current System

1. The highest demand for service occurs between 8am and 8pm.
2. The lowest average paid-on-call staff turnout is during the 7am-3pm Monday-Friday.
3. The average travel time of the first arriving unit is 4.9 minutes.
4. Fire Station 2 is closest to approximately 58% of the calls for service.
5. Overlapped calls are a rare occurrence with 3% at Station 2 and 0.5% at Station 1. This allows the department to focus on the first call for service.

Geographical Demand

1. Service demand is highest in the corners of the community.
2. The community is still considered rural.
3. There is a limited north/south road network.
4. Much of the denser development is slated for southern portion of the community.
5. Portions of the area are difficult to access from within the community.



Observation Summary (cont.)

Fixed Facilities

1. 72 percent of incidents can be reached with an 8-minute drive time.
2. The current two fire stations are located in the north end of the community.
3. With optimized station locations, up to 23 percent more calls for service can be reached in an 8-minute drive time.
4. A third fire station may bring 18 percent more responses within an 8-minute drive time.
5. A third fire station would also allow more responses to be reached within a 6-minute drive time compared to the current arrangement.
6. Current fire stations have some of the health and safety features such as direct exhaust capture systems from the vehicles and gear washer/extractors.
7. Neither fire station has sleeping quarters that could house staff overnight.
8. Neither fire station has the fire gear stored in a separate room from the vehicles bays.
9. Both fire stations have very little room between the fire apparatus and vehicles are very close in the apparatus bays.
10. Both fire stations are attached to other city operations which allow multiple-use spaces in the facility.
11. The department has no dedicated training space for skill based fire training.

Personnel

1. DFD primary uses paid-on-call staff to respond to calls for service.
2. The only full-time staff member is the Fire Chief.
3. Recruitment and retention challenges are a national trend that many departments are experiencing.
4. Currently there are 29 staff within the fire department.
5. The lowest turnout of paid-on-call staff occurs during the day during the week.
6. Neither fire station can accommodate staff overnight.

Dispatch Center Operations

1. The dispatch center dispatches for over 50 agencies.
2. They operate in a two stage model.
3. Many of the best practices are in place and others are being worked on.
4. Tele-communicator recruitment and retention is reported to be a challenge like many dispatch centers.
5. Dayton Fire Department dispatches all staff for every call for service.
6. There is not a call taking protocol for tele-communicators to use.
7. There is not a formal quality assurance program for tele-communicators.
8. The city and department do not control or own the dispatch center but the dispatch center is vital to the department's operation.

Fleet

1. The current fleet is tightly housed between two fire stations.
2. There is a replacement schedule based on age of vehicle.
3. Replacement is solely based on age of the vehicle.
4. Grass rigs are used for both grass fires and medical responses.
5. The long term plan identifies vehicles for Fire Station 3.
6. Current utilization of vehicles is low enough to consider combination vehicles.
7. There is a need for an aerial apparatus as the community develops and more multi-story buildings are built.

Equipment

1. The department is well equipped.
2. There is health and safety equipment at both stations.
3. If a third station is added, additional equipment will need to be procured.



Observation Summary (cont.)

Training

1. The department requires members to attend 66% of the training in a quarter.
2. There are opportunities for the department to modernize its training program.

Fire Prevention

1. Current fire inspections and plan reviews are provided by a private provider.
2. The pre-incident plan information and operational impacts of plan reviews do not appear to be part of the current approach to fire inspections and plan review.

Administration

1. There is currently a full-time fire chief and five paid-on-call officer positions.
2. There is only one paid-on-call officer positions filled at Fire Station 1.

Data

1. It does not appear there is a robust data set with fire, EMS, staffing, and fire prevention data within the department.
2. Reporting is limited based on available data and administrative bandwidth.



Short-Term Recommendations (1-3 years)

Fixed Facilities

1. Consider purchasing land and building a pilot facility for a Fire Station 3 in the southern area of the community.
2. Engage the community to determine the available paid-on-call staff for a new Station 3.
3. Onboard new staff in the southern area of the community that could be the leadership of the new Fire Station 3.
4. Continue to maintain the existing two fire stations to ensure they serve the community into the future.

Personnel

1. Implement two additional full-time staff (Fire Marshal/Fire Inspector and Assistant Fire Chief). Approximately \$120,000-\$150,000 each.
2. Determine the interest in paid-on-call staff in the southern portion of the community. Onboard those interested to start building capacity and experience for a third fire station.
3. Solicit input and start planning for the implementation of a duty crew during select hours of the day. Implementation of the duty may be a short or mid-term timeframe for implementation based on available resources and need. Approximately \$219,000 per 24/7 position at \$25 per hour.
4. The city should establish reserve funds that would be available if the current staffing system becomes unreliable and the fire department staffing needs to transition to a more reliable model sooner than anticipated.

Dispatch Operations

1. Work to dispatch Dayton Fire Department by units instead of the generic department alert. This will help to improve the response time and call processing data.
2. Once the additional sworn full-time staff are implemented, add an alert that will notify just the full-time staff when they are working for calls for service that do not need more than two to three responders.
3. Advocate for call-taking protocols and quality assurance at the dispatch center.
4. Monitor call-taking times and process to identify opportunities for improvement.

Fleet

1. Evaluate the need for a ladder truck and additional fire engine versus a combined quint (combination ladder and engine). Engine \$1-1.2 million, Ladder \$2-2.5 million, Quint \$1.8-2.2 million with a 2-4 year lead time.
2. Consider purchasing the apparatus for Fire Station 3 once a construction plan is identified. Some of the fire apparatus have a longer lead time than building construction.
3. Consider adjusting fleet replacement schedules to include additional variables such as vehicle reliability, cost of ownership and condition.

Equipment

1. A comprehensive list of equipment and replacement schedule should be established.
2. A list of equipment needed for a Fire Station 3 should be developed, including lead times for procurement.

Training

1. Maximize the hybrid approach to delivering training content.
2. Consider implementing a competency based training program.
3. Ensure training is provided specific to each responsibility in accordance with industry best practices.
4. Ensure alignment between policies/guidelines, training, and competency checks.
5. Identify a training facility to ensure staff are able to train in a realistic and safe environment

Fire Prevention

1. Consider hiring a fire inspector or fire marshal as funding becomes available.
2. Implement a comprehensive community risk reduction program.
3. Evaluate and implement a pre-incident plan program that ensures all responders have access to important information about the buildings they are responding to.



Short-Term Recommendations (cont.)

Administration

1. Work to develop officers at Fire Station 1.
2. Develop a policy and procedure model that meets current fire service regulations and expectations.
3. Implement a committee to provide input and assist with implementing change within the department.
4. Consider adding a full-time assistant chief when funding becomes available.
5. Consider adding a civilian administrative assistant when funding becomes available.

Data

1. Enhance the use of the records management system(s) within the department to collect and evaluate data as outlined.
2. Capture risk information during fire inspections, low acuity calls for service, and preplan activities.
3. Implement a full CAD to RMS interface to automatically download CAD data.
4. Implement data quality assurance to ensure data is complete and accurate.



Mid-Term Recommendations (4-7 years)

Fixed Facilities

1. Consider designing and building a Fire Station 3 once there is adequate funding and paid-on-call staff resources available. The type and amount of development in the southern portion of the community should be considered to determine the appropriate timing of a third fire station. Cost at least \$12 million in 2024.

Personnel

1. Implement or expand duty crew hours as needed to maintain a reliable response.
2. Prepare stations to accommodate overnight staff.

Dispatch Operations

Ensure CAD to CAD integrations with other agencies that may respond to Dayton.

Fleet

Consider replacing the heavy rescue and fire engine with one dual role apparatus.

Training

Evaluate and adjust training program based on changing risks within the community.

Fire Prevention

Reevaluate the risk within the community and adjust risk reduction and response programs as needed.

Administration

Create a strategic plan to evaluate priorities for the next 3-5 years.

Data

Aggregate and trend data following multiple years of comprehensive data collection.



Long-Term Recommendations (8+ years)

Fixed Facilities

1. The existing two fire facilities will likely need a remodel to meet the future demand and operation of the department as resources are available. The remodel may include an addition to meet a different model of service and an opportunity to include components such as training and additional health and safety features. A best practice option would be to consolidate the two existing stations into a geographically centralized northern fire station.

Personnel

1. Plan for 24/7 duty crews.
2. Evaluate the need for additional full-time staff.

Dispatch Operations

Evaluate the implementation of future technology to improve processes and communication between the 911 call, tele-communicators and public safety responders.

Fleet

Re-evaluate the size of the fleet if the department is able to return to a two station model by building a combined northern fire station.

Administration

Evaluate staffing model and sustainable future service delivery to the community.

Data

Evaluate systems to ensure they meet the department and communities needs for data collection, analysis, and reporting.

ITEM:

Approval of Waving Fees for Operation Zero event at Magnus

PREPARED BY:

Amy Benting, Assistant City Administrator/City Clerk

POLICY DECISION / ACTION TO BE CONSIDERED:

Approval of waving fees

BACKGROUND:

The President and event coordinator for operation zero reached out as they are planning on having a large motorcycle show and celebration August 10, 2024 at the Magnus Veterans foundation this organization is a nonprofit group that focuses on raising awareness to prevent veteran suicide and they are asking that the fees for the large assembly, fireworks and police services be waved as the fees would take away from the money they are trying to raise.

ACTION:

Approval to wave fees

ATTACHMENT(S):

None

ITEM: Request City Council Identify Land for Fire Station Three and Training Facility.

PREPARED BY: Fire Chief Gary Hendrickson

POLICY DECISION / ACTION TO BE CONSIDERED:

Approve the fire chief's request to designate tax forfeiture property as the location of fire station three and live burn training facility.

BACKGROUND:

Community Growth in Dayton

Dayton has experienced significant growth over the past decade, both in terms of population and infrastructure. This expansion is driven by several key factors:

1. **Population Increase:** The population of Dayton has been steadily increasing, with a notable surge in new residents attracted by the city's economic opportunities, quality of life, and new housing. This population growth has led to an increased demand for public services, including fire protection.
2. **Residential Development:** Numerous new residential developments have been established in previously underdeveloped areas. These new neighborhoods, often located on the outskirts of the current fire station coverage areas, require additional resources to ensure adequate emergency response times.
3. **Commercial Expansion:** Dayton has also seen a boom in commercial development, with new businesses and industrial parks emerging. This growth contributes to the city's economic vitality but also increases the potential for fire-related incidents and emergencies that require a rapid response.
4. **Infrastructure Strain:** The existing fire stations are becoming increasingly strained, with current facilities reaching their capacity limits. As the city expands, the geographic coverage required by the fire department extends, leading to longer response times that could compromise public safety.

Strategic Importance of Fire Station Three

Building Fire Station Three is a strategic response to these growth-related challenges. The new station will:

1. **Improve Response Times:** By situating Fire Station Three in a location central to new developments, the fire department can significantly reduce response times to emergencies in these growing areas. Faster response times are critical in minimizing property damage and saving lives.
2. **Enhance Coverage:** The additional station will ensure that all parts of Dayton are within a reasonable distance of fire protection services. This is particularly important for new residential with extended response times.
3. **Support Existing Infrastructure:** The new station will alleviate the pressure on existing stations, allowing for better distribution of resources and more efficient handling of

multiple incidents. This redistribution will also help maintain high service levels throughout the entire city.

4. **Boost Safety and Preparedness:** A new fire station equipped with modern technology and facilities will enhance the fire department's ability to respond to various emergencies, from fires to medical emergencies and natural disasters. Improved readiness essential as the city's complexity and risk profile increase in growth.

Cost Savings

1. Staff are looking at the tax forfeiture property as a cost savings to the project. This saves taxpayers money which can be redirected to other essential projects within the community.

CRITICAL ISSUES:

1. **Continued Land Acquisition Cost Increases:** As time progresses, the cost of acquiring land continues to increase due to inflation and rising real estate prices.
2. **Lack of Available Land:**
Dayton has limited land suitable for building a fire station in the geographic area best suited to serve the community.
3. **Strategic Location with Access to Water:**
Proximity to available water is crucial to building Fire Station Three. Currently, there is limited property available with city water.

RECOMMENDATION:

The Fire Chief recommends the city council approve designating the tax forfeiture property at Dayton Parkway and Territorial Road as the location for fire station three and training facility.

ATTACHMENT(S):

Letters of Support

City of Robbinsdale

Fire Department

4101 Hubbard Avenue North
Robbinsdale, Minnesota 55422-1810
Phone: (763) 233-5650



Date: March 15, 2024

Senator Ann Rest
75 Rev. Dr. Martin Luther King Jr. Boulevard
Capitol, Room 328
Saint Paul, MN 55155

Representative Freiberg
381 State Office Building
Saint Paul, MN 55155

Dear Senator Rest and Representative Freiberg,

I am writing as the Robbinsdale Fire Chief in support of the City of Dayton's proposed fire training facility. As you are aware, there is no dedicated training facility of this type in the northwest metro. Access to the metro's other training facilities takes our personnel and apparatus well out of our city which affects our ability to properly cover the City of Robbinsdale. Having a fire training facility near our area would allow us to do critical training while minimizing the impact to our community. I would appreciate your early support of this project.

Thank you, and please do not hesitate to contact me if you have any questions.

Sincerely,

Guy P. Dorholt
Fire Chief
Robbinsdale Fire Department
4101 Hubbard Avenue North
Robbinsdale, MN 55422



Senator John Hoffman
95 University Avenue W.
Minnesota Senate Bldg., Room 2111
St. Paul, MN 55155

Representative Danny Nadeau
291 State Office Building
St. Paul, MN 55155

January 16, 2024

Sirs,

I am writing as the Plymouth Fire Chief in support of The City of Dayton's proposed fire training facility. As you are aware there is no dedicated training facility of this type in the northwest metro. Access to the metro's other training facilities takes our personnel and apparatus well out of our city which affects our ability to properly cover Plymouth. Having a burn facility in our area would allow us to do critical training while minimizing the impact to our community. I appreciate your early support of this project and will be speaking to Senators Westlin and Rest as well as Representatives Klevorn, Carroll, and Freiberg to urge their support as well.

Thank you, and please do not hesitate to contact me if you have any questions.

Respectfully,

Rodger Coppa
Fire Chief
Plymouth Fire Department
rcoppa@plymouthmn.com



- BCLG 28-2024 Regional Live Fire Training Facility (located in Dayton) – The city supports funding for the Dayton Regional Live Fire Training facility.

Justification - The Dayton facility will include a live burn tower where we can teach and learn with live fire training and operations from a multi-story training building. There currently is no option for this type of training in the NW metro. Having this type of resource available to departments would be great for expanding fire training for our firefighters. The demand for this type of regional facility is in huge demand since many of our paid-on call firefighters have only a few years of service and very little real-life training. Brooklyn Center Fire Department would use this training facility many times annually.

ANOKA-CHAMPLIN FIRE DEPARTMENT



Station I
275 Harrison St. • Anoka, MN 55303
763-576-2900

Station II
11955 Champlin Dr. • Champlin, MN 55316
763-576-2900

March 20, 2024

To whom it may concern,

I am writing today as the Fire Chief of the Anoka-Champlin Fire Department in support of a proposed fire training facility to be built in the City of Dayton. This is an exciting project that our department would, without a doubt, utilize regularly should it be built. Having a resource such as this, and literally in our own backyard would not only be a benefit to my department, but to the whole northwest metro. As you know there are other training sites in the metro area, but all are a significant travel distance for us. Having a facility located in our immediate area would allow us to be much more efficient in how and when we are able to conduct the mandatory live burn training all while keeping our resources much closer to home and able to cover our own cities if needed.

Thank you for your consideration of this project, and please reach out to me if you have any questions.

Respectfully,

Ted Massicotte
Fire Chief
Anoka-Champlin Fire Department
tmassicotte@ci.anoka.mn.us

RESOLUTION NO. 2024 – 26

A RESOLUTION PROVIDING SUPPORT FOR THE PROPOSED DAYTON, MN, FIRE DEPARTMENT TRAINING FACILITY

WHEREAS, the City of Rogers supports the Rogers Fire Department and its training needs,

WHEREAS, there is no dedicated fire training facility in the Northwest Metro area, and;

WHEREAS, access to the metro's other training facilities takes our personnel and apparatus well out of our city, which affects our ability to cover the communities we serve adequately, and;

WHEREAS, a fire training facility in our area with live burn capabilities will allow us to do critical training, allowing us to serve our communities better;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA; The City of Rogers supports the city of Dayton's funding request for this training facility.

Moved by Councilmember Klick, seconded by Councilmember Enga

The following voted in favor of said Resolution: Ihli, Jullie, Eiden, Klick, Enga

The following voted against the same: None

The following abstained: None

WHEREUPON this Resolution was declared duly-passed and adopted, and was signed by the Mayor and attested by the City Clerk this 12th day of March, 2024.



Rick Ihli, Mayor

ATTEST:



Stacie Brown, City Clerk

ITEM: Request to purchase an aerial ladder.

PREPARED BY: Fire Chief Gary Hendrickson

POLICY DECISION / ACTION TO BE CONSIDERED:

Approve the request to purchase an aerial ladder for \$2,497,779.00.

BACKGROUND:

With the continued growth of the community, the safety and well-being of our citizens and firefighters are of paramount importance. Adding an aerial ladder to our fire department's resources enhances our emergency response capabilities. An aerial ladder provides invaluable support in various emergency scenarios, including high-rise building fires, rescues from elevated locations, and swift evacuation during natural disasters.

Furthermore, investing in an aerial ladder demonstrates our commitment to proactive risk management and emergency preparedness. It ensures that our fire department is equipped with the tools to effectively mitigate emergencies and protect lives and property within our community.

CRITICAL ISSUES:

With the increased vertical expansion of commercial and residential properties, the absence of an aerial ladder poses a significant risk to residents and firefighters.

1. Currently, the fire department cannot affect a rescue from some of our residential homes due to their height and setback. The same goes for numerous commercial properties within the community.
2. The Insurance Services Office (ISO) has rated the city's developed area as a four for those areas of the community considered urban with fire hydrants and 10 for those not currently serviced by hydrants. Therefore, the lack of an aerial device impacts the cost of commercial and residential property insurance. The additional cost of commercial or residential homeowners' insurance may cause a business or future resident to be unable to move to the city of Dayton.

RECOMMENDATION:

The Fire Chief recommends the city council approve the purchase of an aerial ladder from MacQueen Emergency for \$2,497,779.00. This is a cost savings of \$1,100,000 if this apparatus were to be purchased in 2028 as it is currently planned. Additionally, payment is only required once the ladder is delivered, sometime in the fourth quarter of 2027 or the first quarter of 2028. If the city council elects to prepay for the ladder upon signing the contract, there would be a cost savings of \$208,416.00. Reducing the cost to \$2,289,363.00

ATTACHMENT(S): MacQueen Emergency Contract

PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the “Agreement”), made and entered into by and between MacQueen Equipment, LLC, as Delaware corporation DBA MacQueen Emergency (“MacQueen”), and City of Dayton, (customer) is effective as of the date specified in Section 3 hereof.

1. Definitions

- a. **“Product”** means the fire apparatus and any associated equipment furnished for the Customer by MacQueen, pursuant to the specifications.
- b. **“Specifications”** means the general specifications, technical specifications, orientation, and testing requirements for the Product contained in the MacQueen Proposal for the Product prepared in response to the Customer’s request for proposal.
- c. **“MacQueen Proposal”** means the proposal provided by MacQueen attached as Exhibit C prepared in response to the Customer’s request for proposal.
- d. **“Delivery”** means the date MacQueen is prepared to make physical possession of the Product available to the Customer.

2. Purpose

This Agreement sets forth the terms and conditions of MacQueen’s sale of the Product to the Customer.

3. Term of Agreement

This Agreement will become effective on the date it is signed and approved by MacQueen’s authorized representative pursuant to Section 22 hereof (“Effective Date”) and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer’s Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment

The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$2,497,779.00 (“Purchase Price”). Prices are in US Funds.

NOTE: Upon final inspection at the factory for pick-up or delivery, the customer will need to supply a “Certificate of Insurance” and “FULL PAYMENT” prior to release of the vehicle, unless prior arrangements for vehicle’s release have been made.

5. Future Changes

Various state or federal regulation agencies (e.g., NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. Any future drive train upgrades (engine, transmission, axles, etc.) or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. The Company reserves the right to update pricing in response to manufacturer-imposed increases as a result of PPI inflation. The Company will document and itemize any such price increase for the Customer’s review and approval before proceeding. Should the customer choose not to accept the pricing update, the customer has the ability to cancel without penalty or cancellation fee.

6. Agreement Changes

The Customer may request that MacQueen incorporate a change to the Products or the Specifications for the Products by delivering a change order to MacQueen; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit MacQueen to evaluate the feasibility of such change (“Change Order”). Within seven (7) business days of receipt of a Change Order, MacQueen will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. MacQueen shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only

effective when counter-signed by MacQueen's authorized representative. Only the listed customer person(s) specified on Exhibit A may be able to authorize and sign the Change Order.

7. Cancellation/Termination

In the event this Agreement is cancelled or terminated by the Customer before completion, MacQueen may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by MacQueen; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. MacQueen endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by MacQueen upon sale of the Product to another purchaser, plus any costs incurred by MacQueen to conduct any such sale.

8. Delivery, Inspection, and Acceptance

a. Delivery

Delivery of the Product is approximately **38-41 months** of the Effective Date of this Agreement. Risk of loss shall pass to Customer upon Delivery. Delivery shall be made and title documentation shall pass upon Customer's complete fulfillment of its obligations arising under Section 4 hereof. Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

b. Inspection and Acceptance

Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish MacQueen with written notice sufficient to permit MacQueen to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by MacQueen within thirty (30) days from the Notice of Defect. In the event MacQueen does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and Accepted by Customer.

9. Notice

Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

MacQueen Equipment, LLC
1125 7th Street East
St. Paul, MN 55106

City of Dayton
Chief Gary Hendrickson
12260 South Diamond Lake Road
Dayton, MN 55327

10. Standard Warranty

The equipment sold herein will be manufactured by Pierce Manufacturing, Inc. and any warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Pierce's authorized representative and MacQueen.

a. Disclaimer

Other than as expressly set forth in this agreement, neither Pierce, its Parent Company, Affiliates, Subsidiaries, Licensors, suppliers, distributors, dealers, including without limitation, MacQueen, or other respective officers, directors, employees, shareholders, agents or representatives, make any express or implied warranties with respect to the products provided hereunder or otherwise regarding this agreement, whether oral or written, express, implied or statutory. Without limiting the foregoing, any implied warranty against infringement, and the

implied warranty of condition of fitness for a particular purpose are expressly excluded and disclaimed. Statements made by sales representatives or in promotional materials do not constitute warranties.

b. Exclusions of Incidental and Consequential Damages

In no event shall MacQueen be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from MacQueen's own negligence, or otherwise.

11. Insurance

MacQueen maintains the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

Commercial General Liability Insurance:

Products/Completed Operations Aggregate: \$ 2,000,000

Each Occurrence: \$ 2,000,000

Umbrella/Excess Liability Insurance:

Aggregate: \$ 5,000,000

Each Occurrence: \$ 5,000,000

The Customer may request MacQueen to provide the Customer with a copy of a current Certificate of Insurance with the coverages listed above.

12. Indemnity

The Customer shall indemnify, defend and hold harmless MacQueen, its officers, employees, dealers, agents or subcontractors, from any and all claims, costs, judgments, liability, loss, damage, attorneys' fees or expenses of any kind or nature whatsoever (including, but without limitation, personal injury and death) to all property and persons caused by, resulting from, arising out of or occurring in connection with the Customer's purchase, installation or use of goods sold or supplied by MacQueen which are not caused by the sole negligence of MacQueen or Pierce.

13. Force Majeure

MacQueen shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond MacQueen's control which make MacQueen's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

14. Default

The occurrence of one or more of the following shall constitute a default under this Agreement:

(a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; **(b)** MacQueen fails to perform any of its obligations under this Agreement; **(c)** either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; **(d)** any representation made by either party to induce the other to enter into this Agreement is false in any material respect; **(e)** the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or **(f)** the Customer is in default or has breached any other contract or agreement with MacQueen.

15. Relationship of Parties

Neither party is a partner, employee, agent, or joint venture of or with the other.

16. Assignment

Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

17. Governing Law; Jurisdiction

Without regard to any conflict of law's provisions, this Agreement is to be governed by and under the laws of the state of Minnesota.

18. Facsimile & Electronic Verified Signatures

The delivery of signatures to this Agreement by facsimile transmission and/or electronic verified shall be binding as original signatures.

19. Entire Agreement

This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by MacQueen's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by MacQueen's authorized representative.

20. Conflict

In the event of a conflict between the Customer Specifications and the MacQueen Proposal, the MacQueen Proposal shall control.

21. Additional Orders

Company, at its sole discretion, will allow the terms of this contract to be extended to both the Customer, as well as to other Municipal, State, or Federal agencies for similar unit(s). Company will allow tag on / additional orders for up to three (3) years from the date of contract execution. To facilitate pricing, Company will quote the original price plus manufacturer's price increases or Producer's Price Index (PPI) whichever is greater as it applies to either Fire Apparatus and/or commercial heavy truck industries. Additionally, any regulatory changes (NFPA, EPA, Engine Emissions, FMVSS, etc.) will also have to be added to the price as they become applicable. Change orders to the original specification will need to be authorized, signed, and accepted by Company. Any entity using this tag-on/additional orders program will be required to sign a new contract commencing the relationship. Additionally, if required by the Purchaser, any new tag-on / additional orders that require a "separate" Performance bond will be separately priced. This contract, including its appendices, embodies the entire agreement between the parties relating to the subject matter contained herein and merges all prior discussions and agreements. No agent or representative of Company has authority to make any representations, statements, warranties, or agreements not herein expressed and all modifications of amendments of this agreement, including any appendices, must be in writing and executed by an authorized representative of each of the parties hereto. No surety of any performance bond given by Company to the Customer in connection with this Agreement shall be liable for any obligation of Company arising under the Standard Applicable Warranty.

22. Signatures

This Agreement is not effective unless and until it is approved, signed and dated by MacQueen's authorized representative.

Accepted and Agreed to:

MACQUEEN EQUIPMENT, LLC

CITY OF DAYTON

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A – PURCHASE PAYMENT TERMS & CONDITIONS

MacQueen Equipment, LLC
1125 7th Street East
St. Paul, MN 55106

Customer Name City of Dayton Date May 21, 2024

Quantity	Chassis Type	Body Type	Contract Price per Unit
1	Velocity	100' Ascendant Tower	\$2,497,779.00*

**Houston-Galveston Area Council (HGAC) Consortium Pricing.*

PERFORMANCE BOND OPTION:

If a Performance Bond is required add \$6,627.00 to the contract price. Initial here to accept:

100% PREPAYMENT OPTION: DUE AT CONTRACT SIGNING TO BE APPLICABLE.

If 100% prepayment is made with contract, deduct \$208,416.00 from contract price.

Payment due with contract is \$2,289,363.00 OR \$2,295,990.00 with Performance Bond.

Initial here to accept:

Only the below listed person(s) are authorized to make changes to product specifications on behalf of the Customer.

Name	Title

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any Company available options, including chassis models. Any addition or deletion may affect the unit price.

"PAYMENT TERMS" 100% of contract price or any balance is due prior to vehicle(s) release at the Pierce Manufacturing Plant (Appleton, WI).

"TAXES" Federal, State, and Local Taxes are not included in the contract price.

"LATE PAYMENT" A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first thirty (30) days. The late fee increases to .044% per day until the payment is received.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to MacQueen.] All taxes, excises and levies that MacQueen may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by MacQueen to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent (1.5%) per month or such lesser amount permitted by law. MacQueen will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that MacQueen substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. MacQueen shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by MacQueen or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to MacQueen, MacQueen shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Minnesota.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF May 21, 2024 BETWEEN MACQUEEN AND City of Dayton (customer) WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY MACQUEEN HEREIN.

Is Customer Name and Address listed on page 2 to be used on Certificate of Origin (CO)? ☐ Yes ☐ No

If not, please provide correct name and address to be listed on CO. _____

Is there a lienholder? ☐ Yes ☐ No

If yes, please provide lienholder Name & Address. _____

EXHIBIT B – PROPOSAL OPTION LIST WITH WARRANTIES

**SEE ATTACHED PROPOSAL OPTION LIST Bid Number 1000 Dated 5/21/2024 FOR ALL APPLICABLE
OPTIONS AND WARRANTIES APPROVED WITH CONTRACT.**



Option List

5/21/2024

Customer: City of Dayton
Representative Sandon, Patrick
Organization: MacQueen Emergency Group
Requirements Manager:
Description: City of Dayton - Fire Department
Body: Aerial, 100AAT, Alum Body
Chassis: Velocity Chassis, 100AAT

Bid Number: 1000
Job Number:
Number of Units: 1
Bid Date: 01/17/2024
Stock Number:
Price Level: 49 (Current: 49)
Lane:

Line	Option	Type	Option Description	Qty
1	0769372		Boiler Plates, 100AAT Fire Department/Customer - City of Dayton - Dayton Fire Department Operating/In conjunction W-Service Center - In Conjunction Miles - 50 Miles Number of Fire Dept/Municipalities - 2 Bidder/Sales Organization - MacQueen Emergency Group Delivery - Delivery representative Dealership/Sales Organization, Service - MacQueen Emergency Group - MN	1
2	0018180		Single Source Compliance, Aerials	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0816491		Comply NFPA 1900 Changes Effective Jan 1, 2024, With Exceptions	1
7	0533351		Quint Fire Apparatus	1
8	0588612		Vehicle Certification, Aerial w/Pump	1
9	0681278		Agency, Apparatus Certification, Aerial w/Pump, U.L.	1
10	0816495		Certification, Vehicle Inspection Program, NFPA 1900	1
11	0536644		Customer Service Website	1
12	0620362		Consortium, HGAC	1
13	0537375		Unit of Measure, US Gallons	1
14	0529326		Bid Bond, 10%, Pierce Built Chassis	1
15	0816569		Performance Bond, Not Requested, PPI Terms	1
16	0000007		Approval Drawing	1
17	0002928		Electrical Diagrams	1
18	0771624		Velocity Chassis, 100AAT	1
19	0000110		Wheelbase Wheelbase - 265"	1
20	0000070		GVW Rating GVW rating - 76,640 lbs	1
21	0000203		Frame Rails, 13.38 x 3.50 x .375, Qtm/AXT/Imp/Vel/DCF	1
22	0889473		Frame Liner, "C/Inv L" 12.50" x 3.00" x .25", AXT/Vel/Imp/Enf, 57" Qval	1
23	0508846		Axle, Front, Oshkosh TAK-4, Non Drive, 24,000 lb, Velocity	1
24	0090914		Suspension, Front TAK-4, 24,000 lb, DLX/Qtm/AXT/Vel/Enf/SFR	1
25	0087572		Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf	1
26	0000322		Oil Seals, Front Axle	1
27	0899289		Tires, Front, Goodyear, Armor MAX MSA, 425/65R22.50, 20 ply, Fire Service Load	1
28	0019611		Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Hub Pilot	1
29	0751940	SP	Axle, Rear, Oshkosh TAK-4 T3, 52,640 lb, Rear Steer, 2 Axle, 100AAT, VEL/AXT	1
30	0544244		Top Speed of Vehicle, 60 MPH/96 KPH	1
31	0639311	SP	Suspen, Rear, Oshkosh TAK-4, Independent, 52,640 lb	1
32	0000485		Oil Seals, Rear Axle	1
33	0802662		Tires, Rear, Goodyear,Armor Max MSA,445/65R22.5,20ply,(AWS/IRS),Tand.FS Load Rat	1
34	0693622		Wheels, Rear, 22.50" x 13.00", Steel, Hub Pilot, Tandem, AWS/IRS	1
35	0568081		Tire Balancing, Counteract Beads	1
36	0620569		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Tandem Axle Qty, Tire Pressure Ind - 6	1
37	0801909		Lug Nut, Covers, Chrome	1
38	0003245		Axle Hub Covers w/center hole, S/S, Front Axle	1
39	0742343		Mud Flap, Full Width, Rear, Custom Logo	1

Line	Option	Type	Option Description	Qty
40	0742321		Mud Flap, Front and Rear, Custom Logo	1
41	0639662		Wheel cover, S/S, Osh IRS, Tandem	1
42	0617577		Chocks, Wheel, Worden HWG- SB, Super Gripper	2
			Qty, Pair - 02	
43	0646364		Mounting Brackets, Chocks, Worden Safety, Model U815T	2
			Location, Wheel chock - As far forward of the underbody as possible.	
			Both sides.	
			Qty, Pair - 02	
44	0821337		ABS Wabco Brake System, Tandem Rear Axle, Tak-4, NFPA 1900	1
45	0030185		Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	1
46	0581433		Brakes, Bendix, Cam, Rear, 16.50 x 7.00"	1
47	0735527		Air Compressor, Brake, Wabco 26.8 CI, Paccar	1
48	0000789		Brake Reservoirs, Five	1
			Paint Color, Air Tanks - Frame color	
49	0654547		Air Dryer, Wabco System Saver 1200P, 2010	1
50	0000790		Brake Lines, Nylon	1
51	0000854		Air Inlet, w/Disconnect Coupling	1
			Location, Air Coupling(s) - a) DS Step Well, Forward	
			Qty, Air Coupling (s) - 1	
52	0070810		All Wheel Lockup (Aerial/Tanker Chassis)	1
53	0808514		Engine, Paccar MX, 510HP, 1850 lb-ft W/OBD, EPA 2027, Velocity	1
54	0811409		Not Required, Engine Contingency Adjustment	1
55	0001244		High Idle w/Electronic Engine, Custom	1
56	0735687		Engine Brake, Fully Integrated, Paccar MX13 Engine	1
			Switch, Engine Brake - MX13	
57	0595068		Clutch, Fan, Air, Horton, w/ "Fan Clutch Disengaged" Switch- MUX ONLY	1
58	0734434		Air Intake, Water & Ember Screen, Paccar, VEL	1
59	0814375		Exhaust System, Horizontal, Right Side	1
			Exhaust, Diffuser - Aluminized Steel (Standard)	
			Exhaust, Material/Finish - Aluminized Steel (Standard)	
			Location, Diffuser Termination - 2.00" Past Rub Rail (Standard)	
			Tip, Exhaust - Straight Tip (Standard)	
60	0734440		Radiator, VEL, Paccar	1
61	0511425		Cooling Hoses, Rubber	1
62	0001125		Fuel Tank, 65 Gallon, Left Side Fill	1
63	0001129		Lines, Fuel	1
64	0734402		DEF Tank, 7.3 Gallon, LS Fill, Under Cab, Paccar, VEL	1
65	0552793		Not Required, Fuel Priming Pump	1
66	0552712		Not Required, Shutoff Valve, Fuel Line	1
67	0699437		Cooler, Chassis Fuel, Not Req'd.	1
68	0690880		No Selection Required From This Category	1
69	0801891		Trans, Allison 6th Gen, 4500 EVS P, w/Prognostics, Vel/Qtm	1
70	0512762		Transmission, Shifter, 6-Spd, Push Button, 4500, Imp/Vel/Qtm/DCF/Enf	1
			Trans, ratio - 4500 EVS, 6Spd	
71	0684459		Transmission Oil Cooler, Modine, External	1
72	0001375		Driveline, Spicer 1810	1
73	0734211		Steering, Sheppard M110 w/Tilt, TAK-4, Paccar Pump, w/Cooler, Paccar	1
74	0001544		Not Required, Steering Assist Cylinder on Front Axle	1
75	0509230		Steering Wheel, 4 Spoke without Controls	1
76	0690274		Logo/Emblem, on Dash	1
			Text, Row (1) One - Dayton	
			Text, Row (2) Two - Fire	
			Text, Row (3) Three - Department	
77	0725706		Bumper, 15" Extended, Alum, Painted, Integrated, 100AAT, VEL	1
78	0510226		Lift & Tow Package, Imp/Vel, AXT, Dash CF	1
79	0522573		Tow Hooks Not Required, Due to Lift and Tow Package	1
80	0668315		Cab, Velocity FR, 7010 Raised Roof	1
81	0894910		Engine Tunnel, Foil Insulation w/Mech Fasteners, Imp/Vel FR, w/T3 Rear Axle	1
82	0887600		Cab Insulation, Impel/Velocities FR	1
83	0631034		Rear Wall, Exterior, Cab, Painted, Two Tone, Full Coverage	1
84	0763999		Cab Lift, Elec/Hyd, Manual Override, Stab Interlock, Unlck Ind Lt, Vel 100AAT	1
85	0123176		Grille, Bright Finished, Front of Cab, Velocity	1

Line	Option	Type	Option Description	Qty
86	0002224		Scuffplates, S/S At Cab Door Jambs, 4-Door Cab	1
			Material Trim/Scuffplate - c) S/S, Polished	
87	0527032		Trim, S/S Band, Across Cab Face, Rect Lights, Velocity	1
			Material Trim/Scuffplate - c) S/S, Polished	
			Turnsignal Covers - Polished S/S Covers	
88	0015440		No Chrome Molding, On side of cab	1
89	0772130		Mirrors, Retractable, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex, Marker Light	1
90	0667937		Door, Full Height, Velocity FR 4-Door Cab, Raised Roof	1
			Key Model, Cab Doors - 751	
			Cab, Exterior Door Handle, Finish - 4-Door, Chrome/Black	
91	0655511		Door Panel, Brushed Stainless Steel, Impel/Velocitey 4-Door Cab	1
92	0667905		Storage Pockets w/ Elastic Cover, Recessed, Overhead, Impel/Velocitey FR	1
93	0667902		Controls, Electric Windows, All Cab Doors, Impel/Velocitey FR	1
94	0565651		Steps, 4-Door Full Tilt Cab, Grip Strut Inserts, Imp/Vel	1
95	0770194		Handrail, Exterior, Knurled, Alum, 4-Door Cab	1
96	0892637		Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 1Lt Per Step	1
			Color, Trim - Chrome Housing	
97	0002140		Fenders, S/S on Cab	1
98	0586968		Handrail, Interior, Crew Cab Doors, Angled	1
99	0122479		Window, Side of C/C, Fixed, Velocity	1
100	0552935		Trim, Cab Side Windows, Velocity	1
101	0012090		Not Required, Windows, Front/Side of raised roof	1
102	0509287		Windows, Rear CC, (2) 11.25" x 18", Velocity	1
103	0553196		Trim, Cab Rear Windows, Velocity	1
104	0786286		Window Tint, Upper Crew Cab Door, Right Side, Privacy Dark Gray	1
105	0786290		Window Tint, Crew Cab Door, Left Side, Privacy Dark Gray	1
106	0786284		Window Tint, Behind Cab Door, Right Side, Privacy Dark Gray	1
107	0786294		Window Tint, Upper Crew Cab Door, Left Side, Privacy Dark Gray	1
108	0786279		Window Tint, Crew Cab Door, Right Side, Privacy Dark Gray	1
109	0786299		Window Tint, Behind Cab Door, Left Side, Privacy Dark Gray	1
110	0898694		Compt, Transverse Crew Cab, Dbl Pan, 70/90" Vel/Imp	1
			Light, Short Transverse Compt - Pierce, 2 Sect, Hinged Side	
			Louvers - no louvers	
			Scuffplate, Material/Finish - No Scuffplate	
			Finish, Cab Compt/Component - Spatter Gray	
			Door, Cab Exterior Cabinet - Double Pan, (2), Non-Locking	
			Door, Exterior Stop - 2-Bumper	
			Door, Cab Interior Cabinet - None (Transverse Only)	
111	0123686		Drip Rail, Cab Roof, Impel/Velocitey/Velocitey SLT	1
112	0644019		Holder, Cup, 4" Diameter x 4" High x 1" Slit on Side, Matting, Alum, Each	2
			Location - Each side of doghouse	
			Qty, - 02	
113	0663383		Mounting Provisions, 3/16" Alum, Full Engine Tunnel, Vel/Imp	1
			Mounting Provision Spacing - 1.00"	
			Material Finish, Cab Interior - Painted	
114	0664351		Pac Trac, Installed in Cab/Crew Cab	2
			Location - Rear Outboard Walls Forward facing	
			Qty, - 02	
115	0748671		Cab Interior, Vinyl, Velocity FR, CARE	1
			Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray	
116	0667943		Cab Interior, Paint Color, Impel/Velocitey FR	1
			Color, Cab Interior Paint - i) fire smoke gray	
117	0509532		Floor, Rubber Padded Cab & Crew Cab, Imp/Vel, Dash CF	1
118	0894651		HVAC, Heavy-Duty, Velocity FR, w/PACCAR, CARE	1
			Paint Color, A/C Condenser - Painted to Match Cab Roof	
			HVAC System, Filter Access - Removable Panel	
			Auxiliary Cab Heater - Both	
119	0639675		Sun Visor, Smoked Lexan, AXT, Imp/Vel, Saber FR/Enforcer	1
			Sun Visor Retention - No Retention	
120	0543257		Grab Handles, Driver Door Post & Passenger Dash Panel, Imp/Vel	1
121	0583938		Lights, Engine Compt, Custom, Auto Sw, WIn 3SC0CDCR, 3" LED, Trim	1
			Qty, - 01	

Line	Option	Type	Option Description	Qty
122	0122516		Fluid Check Access, Imp/Vel	1
			Latch, Door, Storage - Lift and Turn Latch, Flush	
123	0002508		Map Box, 3 Bin/30 deg Slant, Custom Chassis	1
			Qty, - 1	
			Location, Map Box/Straps - Final Inspection	
124	0583042		Side Roll and Frontal Impact Protection	1
125	0622617		Seating Capacity, 6 Seats	1
126	0697005		Seat, Driver, Pierce PS6, Premium, Air Ride, High Back, Safety, PRIMARY	1
127	0696994		Seat, Officer, Pierce PS6, Premium, Air Ride, SCBA, Safety, PRIMARY	1
128	0002517		Not Required, Radio Compartment	1
129	0122183		Seat, Rr Fcng C/C, LS Otbrd, Pierce PS6, Premium, SCBA, Safety, PRIMARY	1
130	0102783		Not Required, Seat, Rr Facing C/C, Center	1
131	0122186		Seat, Rr Fcng C/C, RS Otbrd, Pierce PS6, Premium, SCBA, Safety, PRIMARY	1
132	0108189		Not Required, Seat, Forward Facing C/C, LS Outboard	1
133	0122746		Seat, Fwd Fcng C/C, Ctr, (2) Pierce PS6, Base, SCBA, Safety, SECONDARY	1
134	0108190		Not Required, Seat, Forward Facing C/C, RS Outboard	1
135	0566653		Upholstery, Seats In Cab, Turnout Tuff	1
			Color, Cab Interior Vinyl/Fabric - m) Gray	
136	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats	5
			Qty, - 05	
137	0603867		Seat Belt, ReadyReach	1
			Seat Belt Color - Red	
138	0604863		Seat Belt Height Adjustment, 6 Seats, Imp/Vel, Dash CF	1
139	0817557		Helmet Storage, Provided by Fire Department, NFPA 2024	1
140	0647647		Lights, Dome, FRP Dual LED 4 Lts	1
			Color, Dome Lt - Red & White	
			Color, Dome Lt Bzl - Black	
			Control, Dome Lt White - Door Switches and Lens Switch	
			Control, Dome Lt Color - Lens Switch	
141	0896451		Enhanced Software for Cab and Crew Cab Dome Lts	1
142	0631776		Not Required, Overhead Map Lights	1
143	0816997		Portable Hand Light, Provided by Fire Dept, NFPA 2024	1
144	0568369		Cab Instruments, Ivory Gauges, Chrome Bezels, Impel/Velocity 2010	1
145	0509511		Air Restriction Indicator, Imp/Vel, AXT, Dash CF, Enf MUX	1
146	0543751		Light, Do Not Move Apparatus	1
			Alarm, Do Not Move Truck - Pulsing Alarm	
147	0743386		Messages, Open Dr/DNMT, Color Dsply, 100AAT	1
148	0611681		Switching, Cab, Membrane, Impel/Velocity/Quantum, Dash CF, AXT WiFi MUX	1
			Location, Emerg Sw Pnls - Driver's Side Overhead	
149	0555915		Wiper Control, 2-Speed with Intermittent, MUX, Impel/Velocity	1
150	0731813		Hour Meter, Aerial, Included in Information Centers, ASL, AAT, ASP	1
151	0002615		Switch, Aerial 12V Master	1
152	0002617		PTO switch, w/light - aerial	1
153	0821438		Wiring, Spare, 15 A 12VDC Power Point, Dual USB-C Batt Dir NFPA1900 1st	1
			Location, Wiring - Center Console	
			12vdc power from - Battery direct	
154	0814201		Vehicle Information Center, 7" Color Display, Touchscreen, MUX, CL714	1
			System Of Measurement - US Customary	
155	0814610		Vehicle Information Center, 7" Color Display,MUX,Addl,Touchscreen, 100AAT, CL714	1
			Qty, - 01	
			System Of Measurement - US Customary	
			Location, CZ Displays - Pump Display	
156	0816633		Collision Mitigation, HAAS Alert (R2V), HA7	1
			Subscription, HAAS R2V - R2V - 5 Year Data Plan Subscription	
157	0606247		Vehicle Data Recorder w/CZ Display Seat Belt Monitor	1
158	0601950		Intercom, Firecom 5100D Single Radio, 1 Wireless Base Station, (O, 4C, Wired)	1
			Location - Behind drivers seat	
			Location, Intercom, C Cab - 4) 2 forward & 2 rearward facing seats	
159	0006240		Cable, Radio to Intercom Interface, Firecom, 1 Radio	1
			Radio, First Two-Way Make - Motorola High Power	
			Radio, First, Two-Way Model - Motorola APX 7500 HP	

Line	Option	Type	Option Description	Qty
160	0601984		Headset, Firecom, Wireless, FHW-505 Over The Head, Radio Transmit Qty, - 01 Location - DS	1
161	0681393		Headset, Firecom, FH-54 Over Head, Intercom Only, Mic On/Off Qty, - 04 Location, Headset - DS Outbrd, Rear Fcng Seat, DS Inbrd, Fwrd Fcng Seat, PS Inbrd, Fwrd Fcng Seat and PS Outbrd, Rear Fcng Seat	4
162	0681413		Headset, Firecom, FH-51 Over Head, Radio Transmit Qty, - 01 Location, Headset - Officer Seat	1
163	0819255		Hangers For Headsets, NFPA Each, 1900 Qty, - 06 Location, Headset Hangers - Driver Seat, Officer Seat, DS Inbrd, Fwrd Fcng Seat, DS Outbrd, Rear Fcng Seat, PS Inbrd, Fwrd Fcng Seat and PS Outbrd, Rear Fcng Seat	6
164	0696439		Antenna Mount, Custom Chassis, Cable Routed to Instrument Panel Area Qty, - 01 Location, Antenna Mount - Right Side	1
165	0808066		Camera, Pierce, 7" HD, RS, LS, R, Cameras, AHD Color - 1) black Location, Camera Monitor - Driver Side Dash	1
166	0814831		Not Required, Camera Switcher	1
167	0896458		Pierce Command Zone, Advanced Electronics & Control System, Vel WiFi CZT Color, Antenna - Black Antenna Module Housings - Black Housing with Power and Status Ind	1
168	0896456		Prognostics, Electrical System	1
169	0816093		ClearSky Telematics, Remote Fleet & On-scene Management, AT&T Commercial Subscription, Telematics - 3 Year Subscription	1
170	0730603		Electrical System, Velocity ESP, Cummins, Paccar	1
171	0079166		Batteries, (4) Stryten/Exide Grp 31, 950 CCA ea, Threaded Stud	1
172	0008621		Battery System, Single Start, All Custom Chassis	1
173	0123174		Battery Compartment, Imp/Vel	1
174	0812383		Charger, Sngl Sys, Kussmaul, Chief 091-266-12-40, 40 Amp	1
175	0814869		Location, Cab, Charger, Behind Driver Seat	1
176	0811943		Panel, Remote Control, Kussmaul, Chief 091-266-RCP	1
177	0814942		Location, Cab, Ind/Remote, Driver's Seat with Bracket	1
178	0016857		Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super Qty, - 01 Color, Kussmaul Cover - b) red Shoreline Connection - Battery Charger	1
179	0026800		Shoreline Location Location, Shoreline(s) - DS Cab Side	1
180	0647728		Alternator, 430 amp, Delco Remy 55SI	1
181	0092582		Load Manager/Sequencer, MUX Enable/Disable Hi-Idle - e)High Idle enable	1
182	0783157		Headlights, Rect LED, JW Spkr Evo 2, Heat, AXT/DCF/Enf/Imp/Sab/Vel Color, Headlight Bez - Chrome Bezel	1
183	0648425		Light, Directional, WIn 600 Cmb, Cab Crn, Imp/Vel/AXT/Qtm/DCF Color, Lens, LED's - m)match LED's	1
184	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
185	0648074		Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts	1
186	0670831		Lights, Clearance/Marker/ID, Rear, P25 LED 7Lts, 100AAT	1
187	0524895		Not Required, Light, Marker End Outline	1
188	0804514		Lights, Tail, WIn M62BTT* Red Stop/Tail & M62T* Amber Dir Arw For Hsg Color, Lens, LED's - Match Flash Pattern, Directional Lts - Steady On (Arrow)	1
189	0806466		Lights, Backup, WIn M62BU, LED, For Tail Lt Housing	1
190	0664469		Bracket, License Plate & Light, Weldon 9186-23882-30 Incandescent	1
191	0556842		Bezels, WIn, (2) M6 Chrome Pierce, For mtg (4) WIn M6 lights	1
192	0589905		Alarm, Back-up Warning, PRECO 1040	1
193	0686972		Light, Marker, Britax Rubber Arm, Model L427.203.L12 LED, Red/Amb, Qty/Loc, Dir Location, Lights - Both Side-Rear corners Qty, Lights (pair) - 1	1

Line	Option	Type	Option Description	Qty
194	0817254		Lights, Perimeter Cab, Amdor AY-LB-12HW0** LED 4Dr	1
195	0769564		Lights, Perimeter Pump House, Amdor AY-LB-12HW020 LED 1lt	1
196	0763190		Lights, Perimeter Body, Amdor AY-LB-12HW012 LED 3lts	1
			Control, Perimeter Lts - Parking Brake Applied	
197	0896454		Enhanced Software for Perimeter Lts	1
198	0735865		Step Illumination, Pump Panel Light Shield, 100AAT, w/Pump	1
199	0781457		Lights, Side Scene, HiViz FT-GESM LED 1st	2
			Qty, - 02	
			Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw LS, Cab Sw Panel PS and Pump Panel Sw RS	
			Location, Scene Lights - DS & PS Rear Of Crew Cab Doors, 2lts	
200	0792512		Light, Roof Mt, HiViz, FT-B-X-72-*-* , Cnt Feature, Mux	1
			Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS	
			Color, Lt Housing HiViz - Black	
			Scene Light Optics - Flood/Spot	
201	0757722		Lights, HiViz FT-B-65-* LED, 1st	4
			Location - Left and Right side top of body corners as high as possible.	
			Qty, - 04	
			Control, Scene Lts - Cab Sw Panel DS, Body Switch, DS Rear Bulkhead and Body Switch, PS Rear Bulkhead	
			Color, Lt Housing HiViz - White	
202	0766802		Not Required, Deck Lights, Other Hose Bed & Rear Lighting, 100AAT	1
203	0729276		Lights, Hose Bed, Front/Rear, Light Strips, AAT	1
			Control, Hose Bed Lts - Cup Switch At Rear	
204	0645679		Lights, Not Required, Rear Work, Alt. Light Tower Top Of Body	1
205	0897694		Lights, Rear Scene, HiViz FT-MB-27-*-* 34.89", 1st	1
			Qty, - 01	
			Control, Rear Scene Lts - Cab Switch Panel DS and Body Switch, DS Rear Bulkhead	
			Color, Lt Housing HiViz - White	
			Location, Scene Lights - Rear Body, Centered, Under The Hose Bed	
			Scene Light Optics - combination	
206	0892706		Lights, Walk Surf, FRP Flood, P25 LED, 100AAT	1
			Color, Trim - Chrome Housing	
207	0771870		Aerial, 100AAT, Alum Body	1
208	0554271		Body Skirt Height, 20"	1
209	0769002		Tank, Water, 300 Gallon, Poly, 100AAT	1
210	0751917		Overflow, 3.00" Water Tank, Poly	1
211	0028107		Not Required, Foam Cell Modification	1
212	0003429		Not Required, Direct Tank Fill	1
213	0769016		Hose Bed, Alum, Right Side, 100AAT	1
214	0723546		DA Finished Hose Bed/Cargo Area	1
215	0555137		Hose Bed Capacity 800' of 5.00", 100AAT, 100' RMAP	1
216	0748063		Hose Restraint, Front Vinyl/Treadplate, 1" Heavy Nylon Web Rear, RS, 100AAT	1
			Color, Vinyl Cover - a) red	
217	0003512		Running Boards, Ascendant, PAL	1
218	0735582		Turntable Steps, Swing-Down, Left Side, 100AAT	1
			Step, Flip - No Flip Step	
			Body Handrail Finish - knurled aluminum	
			Step Surface, Turntable - Punched Grip	
219	0889980		Lights, Step (3), P25 LED, One Side	1
			Control, Scene Lts - Aerial master	
220	0690023		Wall, Rear, Smooth Aluminum	1
221	0074515		Tow Eyes (2), Painted Lower Job Color, 100AAT, Ascendant Single Axle, 75' HAL	1
222	0769019		Construction, Compt, Alum, 100AAT	1
223	0771504		Compt, Left Side, Roll, 100AAT	1
			Latch, Door, Access - lift and turn latch, flush, pair	
224	0771505		Compt, Right Side, Roll, 100AAT	1
225	0766483		Doors, Gortite Rollup, Side Compartments	9
			Qty, Door Accessory - 09	
			Color, Roll-up Door, Gortite - Painted to Match Lower Body	
			Latch, Roll-up Door, Gortite - Non-Locking Liftbar	
226	0740006		Bumper, Rear, 3", Counterweight, Steel, Full 45 Degree Angled Corners, 100AAT	1

Line	Option	Type	Option Description	Qty
227	0731558		Pull Strap for Liftup Doors	7
			Qty, Door Accessory - 07	
			Location, Door Accessory - RS of each door	
			Color, Strap - Red	
			Length, Pull Strap - 20.00"	
228	0603083		Lights, Compt,Pierce LED,Dual Light Strips,Each Side Dr,Ascend TA,75'HAL,PAP,HDL	9
			Qty, - 09	
			Location, Compartment Lights - All Body Compts	
229	0687145		Shelf Tracks, Recessed, PUC/3rd Generation	1
230	0600289		Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations, Aerial	5
			Qty, Shelf - 05	
			Material Finish, Shelf - Painted - Spatter Gray	
			Location, Shelves/Trays, Predefined - * Locations To Be Determined At A Later Date	
231	0709692		Tray, 215 lb, Tilt/Slide-Out, 30 Deg, Adj, Predefined Locations	3
			Qty, Tray (slide-out) - 03	
			Location, Shelves/Trays, Predefined - * Locations To Be Determined At A Later Date	
			Material Finish, Tray - Painted - Spatter Gray	
232	0647772		Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides, 3G	3
			Qty, - 03	
			location - TBD Later	
			Material - Painted - Spatter Gray	
233	0725644		Cabinet, Drawer Assembly, CTECH, Three Drawers, Up To 24" Wide, 24" Deep	1
			Qty, - 01	
			Location - R4	
			Size, Drawer Height 1 (Top) - 3.00"	
			Size, Drawer Height 2 - 4.75"	
			Size, Drawer Height 3 - 5.75"	
234	0709346		Toolboard, Slide-out, Alum, .188", Peg Board, Predefined Locations	2
			Qty, - 02	
			Mounting, Toolboard - Adjustable side-side	
			Hole Diameter, Pegboard/Toolboard - .281" diameter	
			Finish, Pegboard/Toolboard - Painted - Spatter Gray	
			Location, Partition/Toolboard, Predefined - RS4- 24.00" From Forward Door Frame and RS4- 36.00" From Forward Door Frame	
235	0028026		Matting, Turtle Tile, Compartment Shelving Only	8
			Location - TBD	
			Qty, Shelf - 08	
			Color - 2) red	
236	0659383		Matting, Turtle Tile w/Ramp, Compartment Floors	8
			Location - R1, R2, R3, R4 L1, L2, L3, L4	
			Qty, Comp. Accessory - 08	
			Color - 2) red	
			Color, Tile Edge - gray	
237	0061917		Rub Rail, Aluminum Extruded, 3.12", Side of Body	1
238	0769018		Fender Crowns, Rear, S/S, w/Removable Fender Liner, Aerial, 3G, Two Pair	1
239	0519849		Not Required, Hose, Hard Suction	1
240	0893499		Handrails, Side Pump Panels, Per Print, Hansen Knurled Alum Tubing, LED, Aerial	1
			Switch, Handrail Light Control - Headlight Switch & Park Brake	
			Color, Light, Hansen Handrail - White	
			Step, Runningboard - step	
241	0765324		Compt, Air Bottle/Extinguisher,Between Tandems,Three (3),w/Straps,100AAT,Bolt-Ir	2
			Qty, Air Bottle Comp - 2	
			Door Finish, Fender Compt - Polished	
			Location, Fender Compt - LS and RS	
			Latch, Air Bottle Compt - Flush Lift & Turn, Pair	
			Insert, Air Bottle Compt - Rubber Matting	
			Door Type - lift up with pneumatic spring	
242	0795333		Compt, Air Bottle, Single, Fender Panel, Bolt-In	1
			Qty, Air Bottle Comp - 1	
			Door Finish, Fender Compt - Polished	
			Location, Fender Compt - Single - LS Fwd and Single - LS Rear	

Line	Option	Type	Option Description	Qty
242			Latch, Air Bottle Compt - Flush Lift & Turn	
			Insert, Air Bottle Compt - Rubber Matting	
243	0768635		Ladder, 35' Duo-Safety 1200A 2-Sect	1
			Qty, - 01	
244	0064226		Ladder, 24', Duo-Safety 900A 2-Section	1
			Qty, - 1	
245	0010406		Ladder, 28' Duo-Safety 1200A 2-Section	1
			Qty, - 1	
			Location, Extension Ladder - torque box	
246	0024232		Ladder, 16' Duo-Safety 875A Roof	1
			Qty, - 1	
247	0014232		Ladder, 20' Duo-Safety 875A Roof	1
			Qty, - 1	
248	0024233		Not Required, Attic Extension Ladder	1
249	0768634		Ladder, 10' Duo-Safety Folding, 585A	2
			Qty, - 02	
			Location, Folding Ladder Aerial - torque box	
250	0806196		Ladders in Torque Box, Generator Storage, Gortite Roll, Retainer Latch, 100AAT	1
			Color, Roll-up Door, Gortite - Painted To Match Upper	
			Latch, Roll-up Door, Gortite - Non-Locking, Rear	
			Latch, Anti-Migration Plate - Southco C2 black raised	
251	0766602		Lights, Torque Box Ladder Storage, Pierce LED Strip Lights, 2 Lts, 100AAT	1
252	0802284		Little Giant/Werner Ladder Storage, Vertical In Compartment	1
			Ladder, Make/Model - Little Giant Classic Model 17	
			Location Within Compartment - Left side	
			Location, Compartment, Predefined - LS1	
253	0788575		Pike Pole, 12' Fire Hooks Unlimited, NY Roof Hook, Fiberglass, RH-12, Pry End	2
			Qty, - 02	
254	0567897		Pike Pole, 8' Fire Hooks Unlimited, New York Roof Hook, Steel, Pry End, RH-8	2
			Qty, - 02	
			Location - In Ladder storage area	
255	0746990		Pike Pole, 6' Leatherhead, NY Hook, Steel, Chisel End, Hi-Viz Lime, NYHL-6	2
			Qty, Pike Poles - 2	
			Location - In ladder storage compartment.	
256	0527787		Pike Pole, 4' Fire Hooks Unlimited, New York Roof Hook, RH-4, w/D Handle	1
			Qty, - 01	
257	0770578		Pike Pole Tubes, in Torque Box/Ladder Storage, ABS	6
			Qty, - 06	
258	0768688		Pump House, Side Control, 36", 100AAT, Control Zone	1
259	0767048		Pump House Structure	1
260	0767622		Pump, Waterous, S100, 2000 GPM, Single Stage, 100' AAT	1
261	0504116		Seal, Mechanical, Waterous, w/S100 Pump	1
262	0816450		Trans, Pump, Waterous C22, S100 Pump Only	1
263	0635600		Pumping Mode, Stationary Only	1
264	0605126		Pump Shift, Air Mnl Override, Split Shaft, Interlocked, Waterous	1
265	0003148		Transmission Lock-up, EVS	1
266	0004547		Auxiliary Cooling System	1
267	0014486		Not Required, Transfer Valve, Single Stage Pump	1
268	0746501		Valve, Relief Intake, Elkhart	1
			Qty - 1	
			Pressure Setting - 125 psig	
			Intake Relief Valve Control - Behind Right Side Pump Panel	
269	0794959		Controller, Pressure, Pierce, Pump Boss, PBA300	1
270	0072153		Primer, Trident, Air Prime, Air Operated	1
271	0780364		Manuals, Pump, (2) Total, Electronic Copies	1
272	0602492		Plumbing, Stainless Steel and Hose, Single Stage Pump, 100AAT	1
273	0089437		Plumbing Without Foam System	1
274	0758412		Inlets, 6.00", (2) Right Side, 1500-2000 GPM Pump, 100AAT	1
275	0014650		Pump Suction Tube(s), Short, All	1
276	0730327		Valve, Ball Intake, TFT, AX Series, 100AAT	2
			Location - One LS one RS	
			Qty - 2	
			Connection, Inlet, Side B - 1ST (5.0" Rigid Storz) with a cap	

Line	Option	Type	Option Description	Qty
276			Connection, Outlet, Side A - NX (6.0" Threaded Swivel) Ball Intake Valve Actuation - Standard (Crank On Left Side) Relief Valve, Ball Intake - Standard	
277	0004646		Cap, Main Pump Inlet, Long Handle, NST, VLH	1
278	0084610		Valves, Akron 8000 series- All	1
279	0016158		Valve, Inlet(s) Recessed, Side Cntrl, "Control Zone"	1
			Qty, Inlets - 1	
280	0004700		Control, Inlet, at Valve	1
281	0004660		Inlet (1), Left Side, 2.50"	1
282	0029147		Not Required, Inlet, Right Side	1
283	0723049		Valve, .75" Bleeder, Aux. Side Inlet, "T" Swing Handle	1
284	0767284		Tank to Pump, (1) 3.00" Valve, 3.00" Plumbing, 100AAT	1
285	0004905		Outlet, Tank Fill, 1.50"	1
286	0062133		Control, Outlets, Manual, Pierce HW if applicable	1
287	0890913		Outlet, Left Side, 2.50", 100AAT	2
			Qty, Discharges - 02	
288	0005091		Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
289	0004945		Outlet, Right Side, 2.50"	1
			Qty, Discharges - 01	
290	0025091		Elbow, Right Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
291	0821949		Outlet, Large Diameter, Right Side, Akron Valve, 100AAT	1
			Outlet, Large Diameter, Plumbing - 4.00"	
			Outlet, Large Diameter, NST Adapter - 4.00" MNST	
			Outlet, Large Diameter, Valve Actuation - Pierce small handwheel	
292	0005097		Elbow, Large Dia Outlet, 30 Deg, 4.00" FNST x 5.00" Storz	1
			Qty, - 01	
293	0092572		Not Required, Outlet, Front	1
294	0752097		Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Chain	1
295	0723042		Valve, 0.75" Bleeder, Discharges, "T" Swing Handle	1
296	0029106		Not Required, Deluge Outlet	1
297	0767110		Waterway Outlet & Control, 4" Akron, Sm HW, 100AAT	1
298	0806468		Crosslays, (1+) 1.50" Std.Cap, w/Poly Tray, 36" PH, 100AAT	2
			Qty, Crosslays - 2	
299	0029196		Not Required, 2.50" Crosslay	1
300	0591145		Hose Restraint, Crosslay/Deadlay, Top/Ends, Elastic Netting	2
			Qty, - 02	
301	0044333		Not Required, Foam System	1
302	0012126		Not Required, CAF Compressor	1
303	0592527		Refill, Foam Tank, Integral, Husky 3	1
304	0042573		Not Required, Foam System Demonstration	1
305	0045465		Not Required, Foam Tanks	1
306	0091110		Not Required, Foam Tank Drain	1
307	0091112		Not Required, Foam Tank #2 Drain	1
308	0738072		Approval Dwg, Pump Panel(s), Not Required	1
309	0032479		Pump Panel Configuration, Control Zone	1
310	0747651		Step, Slide-Out/Fold-Out, Pump Operator Platform, 100AAT	1
311	0667186		Light, Slide-Out Pump Operator Step, On Scene Solutions Access LED, Short Step	1
312	0005525		Material, Pump Panels, Side Control Brushed Stainless	1
313	0723264		Panel, Pump Access - Right Side Only, 100AAT	1
			Latch, Pump Panel Access, Side Mount - Flush Lift and Turn, Chrome, AAT	
314	0583824		Light, Pump Compt, WIn 3SC0CDCR LED White	1
			Qty, - 01	
315	0536401		Gauges, Engine, Included With Pierce Pressure Controller	1
316	0005601		Throttle, Engine, Incl'd w/Press Controller	1
317	0739224		Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle, Green	1
318	0549333		Indicators, Engine, Included with Pressure Controller	1
319	0745568		Indicator Light, Pump Panel, Ok To Pump, Green	1
320	0744194		Cold Climate Pkg, Pump House, Lvl 2, (2) 7,500 BTU Diesel Heaters, 100AAT	1
321	0511078		Gauges, 4.00" Master, Class 1, 30"-0-600psi	1
322	0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
323	0062586		Gauge, Water Level, Class 1, Pierce Std	1

Line	Option	Type	Option Description	Qty
324	0006774		Not Required, Foam Level Gauge	1
325	0735892		Light Shield, S/S LS & RS, 100AAT, Std LED	1
326	0762640		Air Horns, (2) Hadley, 6" Round, eTone, In Bumper, 100AAT	1
327	0606833		Location, Air Horns, Bumper, Each Side, Inside Frame (Pos #3 & #5)	1
328	0016065		Control, Air Horn, Horn Ring, PS Chrome Push Button	1
329	0506813		Switch, Air Horns, Push Button Control, Additional	1
			Location - RS of doghouse by Officers seat	
330	0525667		Siren, Wln 295SLSA1, 100 or 200 Watt	1
331	0510206		Location, Elect Siren, Recessed Overhead In Console	1
			Location, Elec Siren - Overhead, DS Center Sw Pnl	
332	0076156		Control, Elec Siren, Head Only	1
333	0601306		Speaker, (1) Wln, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt	1
			Connection, Speaker - siren head	
334	0601565		Location, Speaker, Frt Bumper, Recessed, Center (Pos 4)	1
335	0895290		Siren, Federal Q2B, VEL, 100AAT	1
			Finish, Q2B Siren - Chrome	
336	0578974		Siren, Mechanical, Recessed In Grille, Imp/Vel	1
337	0748305		Control, Mech Siren, Multi Select	1
338	0748282		Control Mech Siren, Ft Sw LS	1
339	0748281		Control Mech Siren, Ft Sw RS	1
340	0740391		Sw, Siren Brake, Momentary Chrome Push Button, RS	1
341	0746353		Not Required, Warning Lights Intensity	1
342	0790240		Lightbar, Wln, Freedom IV-Q, 81", RRRRBRBWRRWBRBRRRR	1
			Filter, Whl Freedom Ltbrs - Colored Filters	
343	0751906		Lights, Side Basket, Wln, M6** LED, 100AAT 1st	2
			Qty, - 02	
			Color, Lights, Warning - Blue Flashing	
			Color, Lens, LED's - Colored	
			Color, Trim - Black Trim	
			Location, Lts 100AAT, Left Side - Left Side, Lower Front (LB7)	
			Location, Lts 100AAT Right Side - Right Side, Lower Front (RB7)	
344	0898734		Light, Front Zone, Wln M6** M6** M6** M6** Q Bzl	1
			Color, Lens, LED's - Colored	
			Color, Lt DS Frnt Outside - Left Red	
			Color, Lt PS Frnt Outside - Right Blue	
			Color, Lt DS Front Inside - Left Red	
			Color, Lt PS Front Inside - Right Blue	
			Color, Q Bezel and Trim - Black	
345	0653937		Flasher, Headlight Alternating	1
			Headlt flash deactivation - a)w/high beam	
346	0540679		Lights, Side Zone Lower, Wln M6*C LED, Clear Lens 2pr	1
			Location, Lights Front Side - b)each side bumper	
			Color, Lt Side Front - Red	
			Color, Lt Side Rear - Red	
			Location, Lights Rear Side - Over Rear Wheels	
347	0564655		Lights, Rear Zn Lwr, Wln M6*C LED, Clear Lens, For Tail Lt Housing	1
			Color, Lt DS Rear - r) DS Rear Lt Red	
			Color, Lt PS Rear - r) PS Rear Lt Red	
348	0088745		Light, Rear Zone Up, Wln L31HRFN LED Beacon, Red LED	1
			Color, Dome, Rear Warning - j) both domes clear	
349	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
350	0780309		Receptacle, 15/20A 120V 3-Pr 3-Wr SB Dup, 4 place, Interior Cab	2
			Qty, - 02	
			Location 1 - Each side of doghouse on mounting plate.	
			AC Power Source - Shoreline	
			Cover, Receptacle - Interior SS Wall Plate(s)	
351	0779701		Receptacle, 15/20A 120V 3-Pr 3-Wr SB Dup, 4 place, Interior Body	8
			Qty, - 08	
			Location 1 - TBD	
			AC Power Source - Shoreline to Inverter Internal Transfer Sw	
			Cover, Receptacle - Interior SS Wall Plate(s)	
352	0519934		Not Required, Brand, Hydraulic Tool System	1
353	0649753		Not Required, PTO Driven Hydraulic Tool System	1

Line	Option	Type	Option Description	Qty
354	0771866		Aerial, Ascendant 100' Aerial Tower	1
355	0680821		Boom Panel, Pair	1
			Paint Color, Predefined - #10 white	
356	0526890		Not Required, Indicator, Extension	1
357	0688232		Rung Covers, Aerial Device	1
			Rung Cover Color - Safety Yellow	
358	0623645		Aerial Stability Test, Maximum Tip Options	1
359	0728982		Box, Saw Storage, w/Cover, Base Section Above Boom Panel, 100AAT, Door Sw	1
			Qty, - 01	
			Finish - Painted, Aerial Device Color	
			Latch, Door, Storage - "D" Handle Latch	
			Location, Aerial Device - right side	
			Louvers - no louvers	
360	0823011		Basket, 100AAT	1
361	0765470		Rubber Bumper, Perimeter of Basket, 100AAT	1
362	0678780		Brackets Only, Axe, Platform	2
			Qty, - 02	
			Type of Axe - flathead and pickhead	
363	0665552		Box, Ladder Belt Storage, Platform	1
			Latch, Door, Storage - Rubber Draw Latch	
			Quantity - 02	
			Location, Aerial Basket - each side	
			Cover - cover	
364	0673243		Scuffplate, Aerial Basket Doors	1
			Material Trim/Scuffplate - b) S/S, Brushed	
			Scuffplate Size - 8.00"	
365	0803225		Lights, Turntable Walkway, P25, On Scene, LED, 100AAT	1
			Color, Trim - Black Housing	
366	0767535		Light, Turntable Console, TecNiq E-10, LED	1
367	0635913		Turntable Walking Surface, Black	1
368	0732762		Basket Heat Shields, 100AAT	1
369	0814210		Control Stations, 100AAT, CL714	1
370	0751349		Lights, Basket Interior, Amdor AY-LB-12HW020-0, 20" 100AAT	1
371	0771862		Stabilizers, 100AAT, Three Sets	1
372	0729051		Stabilizer Pan and Trim Material	1
			Stabilizer Panels - polished stainless steel	
			Stabilizer Trim - polished stainless steel	
373	0746173		Door, Stabilizer Control Box, Aerial MUX, 100AAT	1
			Latch, Door, Storage - Southco C2 Chrome Raised	
			Hinge Location - Inboard	
			Door, Material & Finish, Stabilizer - Smooth aluminum	
374	0615058		Stabilizer Placement, Cameras w/Command Zone Color Display, 1 Set	1
375	0771218		Hydraulic System, 100AAT	1
376	0767932		Swivels, w/Encoder, 36, 100AAT	1
377	0767931		Electrical System, 100AAT	1
378	0757381		Light, Tip, WIn P*H2* LED, Front of Basket Bail Brkt 100AAT 1lts	1
			Color, WIn Lt Housing - Black Paint	
			Scene Light Optics - combination	
			Control, Tip Lts - Turntable and Tip and RS Pump Panel	
379	0752453		Lights, Tracking, WIn MPB* LED, 100AAT 2lts	1
			Color, WIn Lt Housing - White Paint	
			Scene Lt Optics LH Base - L Spot	
			Scene Lt Optics RH Base - R Spot	
380	0743431		Basket Access, w/ Flip Down Step, Lift Bar Latch, 100AAT	1
			Finish, Step Well - aluminum treadplate	
381	0894586		Lights, Step (4), P25, Ladder Style Access Steps, Both Sides	1
			Control, Light - r) aerial master	
			Color, Trim - Black Housing	
382	0749120		Lighting, Rung, LED, TecNiq, 5 Section, Base, Low, Cent, Upper, Fly, 100AAT	1
			Control, Aerial Rung Lighting - Aerial Master	
			Color, Lt Aerial Fly Sect - Red	
			Color, Lt Aerial Base Sect - Blue	
			Color, Lt Aerial Lower Mid Sect - Blue	

Line	Option	Type	Option Description	Qty
382			Color, Lt Aerial Upper Mid Sect - Red	
			Color, Lt Aerial Mid Sect - White	
383	0540743		Lights, Stabilizer Warn (2) Sets, WIn M6*C LED, Clear Lens	1
			Color, Lt Rr Stabilizr Pan - r) Pan Light Red	
			Color, Lt Fr Stabilizr Pan - r) Pan Light Red	
384	0068703		Lights, Grote Supernova LED, Stabilizer Beam, (1) Set	1
385	0762387		Lights, Stabilizer Scene, (3) sets, Amdor AY-LB-12HW012, 100AAT	1
386	0764091		DC Power To Tip, 12.88 Amp, 100AAT	1
387	0737181		Intercom, 2-Way Fire Research ICA910 Hands Free	1
388	0817454	SP	Camera System, Hypersight Wireless Aerial Platform Camera to Display, Thermal	1
			Location - Mounted on the right side of platform unobstructed in anyway.	
389	0540918		Not Required, Breathing Air to Tip, Aerial Platform	1
390	0024742		Not Required, Mask, Breathing Air To Tip	1
391	0767396		Aerial Pedestal, 100AAT	1
392	0766834		Lyfe Brackets, 3-In-1, Used w/Duo-Safety 875 Ladders ONLY, 100AAT	1
393	0767148		Turntable Access, ManSaver Bar, Red	1
394	0804860		Waterway, 100AAT	1
			Aerial Waterway Drain 100AAT - Standard Location, Right Side	
395	0016952		(1) Preconnect At Platform, 2 Monitors	1
396	0540481		Monitors, (2), TFT Monsoon, Y4-M21A-P Manual and Y4-E21A-P Electric	1
			Nozzle, Monitor 1, PAP - TFT MST-4NJ Tips/XF-SS10-NN Shaper	
			Nozzle, Monitor 2, PAP - TFT M-ERP2000 Electric 2000 gpm	
397	0086971		Flowmeter, Waterway, MUX, PAP	1
398	0009364		Inlet, 5.00", S/S, w/ Pump, Right Side, 100AAT	1
399	0003839		Adapter, Aerial Inlet, 5" FNST x 5" Storz w/Cap	1
			Qty, - 1	
400	0047897		Tools, Aerial	1
401	0559491		Manuals and Training, 3 Consecutive Days, Platform	1
402	0007150		Bag of Nuts and Bolts	1
			Qty, Bag Nuts and Bolts - 1	
403	0816502		NFPA Required Loose Equipment, Quint, NFPA 2024, Provided by Fire Department	1
404	0519913		Not Required, Soft Suction Hose	1
405	0027023		No Strainer Required	1
406	0816939		Extinguisher, Dry Chemical, NFPA 2024, Provided by Fire Department	1
407	0816937		Extinguisher, 2.5 Gal. Pressurized Water, NFPA 2024, Provided by Fire Department	1
408	0765595		Ladder Belts, Aerial	1
			Safety Belt, Large/XL - (2) two Large/XL (34"-42" waist)	
			Safety Belt, Small/Medium - 0) small/medium (26"-34" waist)	
			Safety Belt, XXL - (1) one XXL (42"-50" waist)	
409	0007482		Not Required, Crowbars	1
410	0007484		Not Required, Claw Tools	1
411	0820494		Not Required, Axe, Flathead, Fire Department Omits, NFPA 2024	1
412	0820495		Not Required, Axe, Pickhead, Fire Department Omits, NFPA 2024	1
413	0007494		Not Required, Sledgehammers	1
414	0741569		Paint Process / Environmental Requirements, Appleton	1
415	0709846		Paint, Two-Tone Color, Velocity/Impel	1
			Paint Color, Upper Area, Predefined - #505 Gray Metallic	
			Shield, Cab - Standard Shield	
			Paint Color, Lower Area, Predefined - 263	
			Paint Break, Cab - Standard Two-Tone Cab Break	
416	0709845		Paint, Single Color, Body	1
			Paint, Body - Match Lower Cab	
417	0646901		Paint Chassis Frame Assy, With Liner, E-Coat, Standard	1
			Paint Color, Frame Assembly, Predefined - Gloss Black	
418	0693797		No Paint Required, Aluminum Front Wheels	1
419	0806169		Paint, Rear Wheels, Tandem Axle, TAK-4 T3	1
			Paint, Wheels - Black #101	
420	0733739		Paint, Axle Hubs	1
			Paint, Axle Hub - Black #101	
421	0745302		Paint, Aerial Monitors, Two, Special Color	1
			Paint Color, Predefined - #101 black	
422	0007230		Compartment, Painted, Spatter Gray	1

Line	Option	Type	Option Description	Qty
423	0792638		Aerial Platform Paint	1
			Paint Color, Aerial Device - Gray Metallic 505	
			Paint Color, Turntable - gray metallic 505	
			Paint Color, Boom Support - gloss black primer	
			Paint Color, Cylinders - maroon 263	
			Paint Color, Aerial Torque Box - gloss black primer	
			Paint Color, Aerial Stabilizers - tuxedo black metallic 580	
			Paint Color, Aerial Basket - maroon 263	
			Paint Color, Aerial Rotation Motor - Black	
			Paint Color, Aerial Control Console - gray metallic 505	
424	0613022	SP	Reflective Band, 1" Vinyl-6" Refl-1" Vinyl, w/Borders, 1" Gaps	1
425	0510041		Reflective across Cab Face, Imp/Vel	1
426	0583454		Stripe, Chevron, Rear, Diamond Grade, Aerial	1
			Color, Rear Chevron DG - yellow	
427	0598754		Stripe, Reflective/Diamond Grade, 4.00" on Stabilizers	1
			Color, Reflect Band - A - p) fluorescent yellow green diamond grade	
428	0079341		Jog, In Reflective Stripe "Hockey Stick"	1
			Qty, - 01	
429	0065687		Stripe, Reflective, Cab Doors Interior	1
			Color, Reflective - a) white	
430	0679817		Stripe, Printed Effect Gold Leaf, Cab Sides, IPO Chrome Molding	1
431	0027372		Lettering Specifications, (GOLD STAR Process)	1
432	0685691		Lettering, Printed Effect Gold Leaf, 3.00", (21-40)	1
			Outline, Lettering - Outline	
433	0741840		Lettering, Reflective, Full Width Mud Flap, 2 Colors	1
			Fill in Blank - Dayton Fire Logo	
			Configuration - Tower 21	
			Fill in Blank 2 - Dayton Fire Logo	
			Font, Lettering, Mud Flap - Full Block	
			Outline, Lettering, Mud Flap - Blue Outline	
			Color, Lettering, Mud Flap - Blue	
			Color, Lettering, Mud Flap, 2nd - White	
			Outline, Lettering, Mud Flap, 2nd - Blue Outline	
			Font, Lettering, Mud Flap, 2nd - Full Block	
434	0769753		Emblem, American Flag Painted on Cab Grille, All Custom Chassis	1
435	0695507		Rust Proof, Torque Box	1
			Color, Undercoating - Black	
436	0599008		Rust Proof/Undercoat, Custom Chassis	1
			Color, Undercoating - Black	
437	0892190		E-Coat, Under Body/Chassis Component Package, w/T3 Configured	1
			Paint Color, E-Coat - Black	
438	0772003		Manual, Fire Apparatus Parts, USB Flash Drive, Custom	1
			Qty, - 01	
439	0772037		Manual, Chassis Service, USB Flash Drive, Custom	1
			Qty, - 01	
440	0773381		Manual, Chassis Operation, (1) USB Flash Drive, Custom	1
441	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
442	0611136		Warranty, Chassis, 3 Year, Velocity/Impel, WA0284	1
443	0735523		Warranty, Engine, Paccar MX13, 5 Year, WA0386	1
444	0684953		Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1
445	0595767		Warranty, Frame, 50 Year, Velocity/Impel, WA0038	1
446	0595698		Warranty, Axle, 3 Year, TAK-4, WA0050	1
447	0644874		Warranty, Axle, 3 Year, TAK-4, IRS, WA0249	1
448	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
449	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
450	0744240		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
451	0524627		Warranty, Electronics, 5 Year, MUX, WA0014	1
452	0695416		Warranty, Pierce Camera System, WA0188	1
453	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
454	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
455	0685945		Warranty, Transmission Cooler, WA0216	1
456	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
457	0596025		Warranty, Structure, 10 Year, Body, WA0009	1

Line	Option	Type	Option Description	Qty
458	0693127		Warranty, Gortite, Roll-up Door, 6 Year, WA0190	1
459	0734463		Warranty, Pump, Waterous, 7 Year Parts, WA0382	1
460	0648675		Warranty, 10 Year S/S Pumbing, WA0035	1
461	0641372		Warranty, Foam System, Not Available	1
462	0006999		Warranty, Structure, 20 Year, Aerial Device, WA0052	1
463	0687388		Warranty, Swivels, 5 Year, Aerial Device, WA0197	1
464	0685727		Warranty, Hydraulic System and Components, 3 Year/5 Year, WA0200	1
465	0687327		Warranty, Waterway, 10 Year, Aerial Device, WA0198	1
466	0595860		Warranty, Paint, 4 Year, Aerial Device, Pro-Rated, WA0047	1
467	0553455		Warranty, Electronics, 5 Year, MUX, WA0014	1
468	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
469	0595421		Warranty, Goldstar, 3 Year, Apparatus, WA0018	1
470	0819254		Certification, Vehicle Stability, CD0196	1
471	0808574		Certification, Engine Installation, VEL, Paccar MX, 2027	1
472	0686786		Certification, Power Steering, CD0098	1
473	0892701		Certification, Cab Integrity, Impel/Velocity FR, CD0190	1
474	0548950		Certification, Cab Door Durability, Velocity/Impel, CD0001	1
475	0548967		Certification, Windshield Wiper Durability, Impel/Velocity, CD0005	1
476	0667411		Certification, Electric Window Durability, Velocity/Impel FR, CD0004	1
477	0549273		Certification, Seat Belt Anchors and Mounting, Imp/Vel/Vel SLT, CD0018	1
478	0735950		Certification, Cab HVAC System Perf, Vel/Imp FR, CD0166/CD0168/CD0176/CD0177	1
479	0545073		Amp Draw Report, NFPA Current Edition	1
480	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
481	0799248		Appleton/Florida BTO	1
482	0000053		Ascendant Tower	1
483	0000012		PIERCE CHASSIS	1
484	0735525		PACCAR MX13 ENGINE	1
485	0046396		EVS 4000 Series TRANSMISSION	1
486	0805943		WATEROUS PUMP S-100 AAT	1
487	0020009		POLY TANK	1
488	0028047		NO FOAM SYSTEM	1
489	0020006		SIDE CONTROL	1
490	0020007		AKRON VALVES	1
491	0020015		ABS SYSTEM	1
492	0755454		AERIAL MEDIUM	1

EXHIBIT C - PROPOSAL

SEE PROPOSAL FOR Bid Number 1000 Dated May 21, 2024.

May 21, 2024

Chief Gary Hendrickson
City of Dayton
12260 South Diamond Lake Road
Dayton, MN 55327

Subject: **Proposal for one (1) Pierce Velocity 100' Ascendant Tower
Proposal / Bid 1000**

Dear Chief Hendrickson,

With regard to the above subject, please find attached our completed proposal.
Pricing, is as follows, including 100% prepay option.

Pricing Summary:

Sale Price – **\$2,497,779.00***
**Houston-Galveston Area Council (HGAC) Consortium Pricing.*

100% Performance Bond:

Should the City of Dayton elect to have us provide a Performance Bond, \$6,627.00 will need to be added to the above sale price.

100% Prepayment Option:

Should the City of Dayton elect to make a 100% prepayment at contract signing, a discount of **(\$208,416.00)** can be subtracted from the above "Sale Price" resulting in a revised contract price of **\$2,289,363.00 OR \$2,295,990.00 with Performance Bond.**

Terms and Conditions:

Taxes – Not Applicable
Freight – F.O.B. – Appleton, WI / Shipping to Dayton, MN
Terms – Net due prior to vehicle(s) release at the Pierce Manufacturing Plant (Appleton, WI). Net due at Contract signing for **Prepay discount** to be applicable.
Delivery* – 38 - 41 months from receipt and acceptance of contract.

**Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.*

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or international conflicts, or other causes beyond our control not preventing, could alter the delivery schedule.

The specifications herein contained, shall form a part of the final contract, and are subject to changes as desired by the purchaser, provided such changes are acknowledged and agreed to in writing by the purchaser.

Various state or federal regulation agencies (e.g., NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. Any future drive train upgrades (engine, transmission, axles, etc.) or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. The Company reserves the right to update pricing in response to manufacturer-imposed increases as a result of PPI inflation. The Company will document and itemize any such price increase for the Customer's review and approval before proceeding. Should the customer choose not to accept the pricing update, the customer has the ability to cancel without penalty.

This proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications.

The attached proposal is valid for thirty (30) days.

We trust the above and the enclosed to be full and complete at this time; however, should you have any questions or require additional information, please do not hesitate to contact me at 952-239-6454 or Patrick.sandon@macqueengroup.com.

We wish to thank the City of Dayton for the opportunity to submit our proposal.

Respectfully,

Patrick Sandon

Patrick Sandon
Apparatus Sales
MacQueen Equipment LLC
DBA MacQueen Emergency Group

ITEM:

Ordinance 2023-09; Updating Tobacco and Cannabis Use in Public Spaces

PREPARED BY:

Zach Doud, City Administrator
Paul Enga, Police Chief

POLICY DECISION / ACTION TO BE CONSIDERED:

This would be adding that tobacco and cannabis would not be able to be smoked in any public space within the City of Dayton. These public spaces include parks, sidewalks, streets, trails, etc.

BACKGROUND:

City staff has worked with the City Attorney to construct an ordinance pertaining to the use of tobacco and cannabis in public spaces. This is a direct result of the legislation that was passed during the 2023 legislative session.

City staff realized during the review of the ordinances to update for cannabis usage that we currently don't have anything related to tobacco usage in public spaces either. This felt like an appropriate time to make that amendment as well that likely should have been amended many years ago.

The City Attorney will be present for the meeting to address any questions along with the Police Chief.

This is being brought back to the Council after it was tabled in November and fell off the radar of staff. There was several comments at the November 28, 2023 council meeting that we felt we captured in this updated version which mostly related to removing the prohibition on smoking tobacco in public places, except for City parks.

All items adjusted are in red or blue (depending on your version of word) on the ordinance attached.

RECOMMENDATION:

Approve Ordinance 2023-09

ATTACHMENT(S):

Ordinance 2023-09; Updating Tobacco and Cannabis Use in Public Spaces

ORDINANCE NO. 2023 - __

CITY OF DAYTON
COUNTIES OF HENNEPIN AND WRIGHT

AN ORDINANCE RELATING TO THE USE OF TOBACCO-RELATED PRODUCTS,
CANNABIS, CANNABIS PRODUCTS, LOWER-POTENCY HEMP EDIBLES, AND HEMP-
DERIVED CONSUMER PRODUCTS IN SPECIFIED PUBLIC PLACES; AND
RELATING TO DRUG PARAPHERNALIA; AND
RELATING TO CERTAIN PENALTIES OF THE DAYTON CITY CODE

AMENDING CHAPTER 90, AND SECTIONS 91.02, 130.17, AND 130.99(C)
OF THE DAYTON CITY CODE

The City Council for the City of Dayton Ordains:

Section 1. Chapter 90 of the Dayton City Code is amended by adding a new subchapter and section to read as follows:

TOBACCO AND CANNABIS

§ 90.10 PURPOSE AND INTENT. The purpose of this ordinance is to provide for the good order of the City; the prevention of crime; the protection of public property; and to promote the health, safety, order, convenience, and the general welfare of the residents of the City of Dayton. It is the intent of this ordinance to ~~ban~~ regulate the smoking of commercial tobacco products, cannabis flower, cannabis products, artificially derived cannabinoids lower-potency hemp edibles, and hemp-derived consumer products in public places the City of Dayton.

§ 90.11 DEFINITIONS.

For the purposes of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

CANNABIS FLOWER, CANNABIS PRODUCTS, LOWER-POTENCY HEMP EDIBLES, HEMP-DERIVED CONSUMER PRODUCTS. These terms shall have the meaning established in Minnesota Statutes § 342.01.

COMMERCIAL TOBACCO PRODUCT. Any product containing, made, or derived from tobacco or nicotine, whether natural or synthetic, that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a

tobacco product including, but not limited to, cigarettes; cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobaccos; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco. Commercial tobacco products do not include traditional or ceremonial tobacco plant material used as part of an American Indian cultural practice or a lawfully recognized religious, spiritual or cultural ceremony or practice or any nicotine cessation product that has been authorized by the U.S. Food and Drug Administration to be marketed and for sale as "drugs," "devices," or "combination products," as defined in the Federal Food, Drug, and Cosmetic Act.

ELECTRONIC DELIVERY DEVICE. Any product containing or delivering nicotine, lobelia, or any other substance, whether natural or synthetic, intended for human consumption through inhalation of aerosol or vapor from the product. Electronic delivery device includes but is not limited to devices manufactured, marketed, or sold as electronic cigarettes, electronic cigars, electronic pipe, vape pens, modes, tank systems, or under any other product name or descriptor. Electronic delivery device includes any component part of a product, whether or not marketed or sold separately. Electronic delivery device excludes and "drug," "device," or "combination product" as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration as a tobacco cessation product, a tobacco dependence product, or for other medical purposes.

PUBLIC PLACE. Any and every place in the city, excluding the following:

(A) A private residence, including a person's curtilage or yard;

(B) Private property not generally accessible by the public, unless the person is explicitly prohibited from consuming cannabis flower, cannabis products, artificially derived cannabinoids, lower-potency hemp edibles or hemp-derived consumer products on the property by the owner of the property; or

(C) The premises of an establishment or event licensed to permit on-site alcohol consumption.

SMOKING. Inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe or any other lighted or heated product containing, made or derived from nicotine, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. Smoking will also include carrying or using an activated electronic delivery device.

§ 90.12 PROHIBITED ACTIVITIES.

(A) No person shall engage in smoking ~~commercial tobacco~~, cannabis flower, cannabis products, artificially derived cannabinoids, lower-potency hemp edibles, or hemp-derived consumer products in a public place within the city, including as provided in Section 91.02 of this Code.

~~(B) Exceptions. The prohibitions in Section 90.12(A) do not apply in the following persons, places, or situations:~~

~~(1) The proprietor of a food establishment may set aside an outdoor dining or bar area of a food establishment for smoking of commercial tobacco. This may be done if this location is appropriately signed as a smoking area, and the area is not immediately next to a building entrance.~~

~~(2) Members of the public passing through on an outdoor street, alley or sidewalk where smoking is prohibited by this Ordinance, while on their way to another location.~~

~~(3) Use of tobacco as part of an American Indian cultural practice or a lawfully recognized religious, spiritual or cultural ceremony or practice. Sacred, traditional use of tobacco for prayer, ceremony and memorial is allowed.~~

~~(C)~~ Violation. Any person who engages in the consumption of commercial tobacco, cannabis flower, cannabis products, artificially derived cannabinoids, lower-potency hemp edibles, or hemp-derived consumer products in a public place, whether by smoking, electronic delivery device, or other means, within the city is guilty of a petty misdemeanor.

Section 2. Section 91.02 of the Dayton City Code is amended by adding subsection (Q) to read as follows:

§ 91.02 PARK RULES AND REGULATIONS GENERALLY.

The use and occupancy of public parks and recreation areas owned by and located in the city shall be subject to the following regulations.

* * *

~~(QS) For the purpose of this Division (S), the terms used herein shall have the meanings defined in City Code § 90.11. Use of, whether by smoking, electronic, delivery device, or other means, commercial tobacco, cannabis flower, cannabis products, artificially derived cannabinoids, lower-potency hemp edibles, or hemp-derived consumer products is prohibited in any of the following areas:~~

~~(1) On any city-maintained park shelter, warming house, refreshment stand, public restroom, or any outdoor swimming beach, playground, trails, paths,~~

or other outdoor facility used for sports or athletics, including the parking lots serving any such facility;

(2) Any city-maintained outdoor entertainment facility, while the facility is in use for a private or public event, including the parking lots serving any such facility;

(3) Any person who knowingly or intentionally violates this subsection (Q) is guilty of a petty misdemeanor.

Section 3. Section 130.17 of the Dayton City Code is amended to read as follows:

§ 130.17 DRUG PARAPHERNALIA.

(A) Purpose. The purpose of this section is to regulate the possession, manufacture, advertisement and delivery of drug paraphernalia and thereby deter the use of controlled substances in the city. This section is not intended to allow what the state statutes prohibit nor to prohibit what the state statutes expressly allow.

(B) Definition. For the purpose of this section, the following definition shall apply unless the context clearly indicates or requires a different meaning.

DRUG PARAPHERNALIA. Except for those items used in conjunction with permitted uses of controlled substances under state statutes or the Uniform Controlled Substances Act, as may be amended from time to time, All— all equipment, products and materials of any kind which are~~knowingly or intentionally~~ used primarily in ,intended for use or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing a controlled substance, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling, or otherwise introducing into the human body a controlled substance; or enhancing the effect of a controlled substance in violation of state statutes or this section. DRUG PARAPHERNALIA does not include the possession, manufacture, delivery, or sale of hypodermic syringes or needles or any instrument or implement which can be adapted for subcutaneous injections; or products that detect the presence of fentanyl or a fentanyl analog in a controlled substance. —It includes, but is not limited to:

——(a) Kits used, intended for use or designed for use in planting, propagating, cultivating, growing or harvesting of any species of plant which is a controlled substance or from which a controlled substance can be derived;

~~—— (b) Kits used, intended for use or designed for use in manufacturing, compounding, converting, producing, processing or preparing controlled substances;~~

~~—— (c) Isomerization devices used, intended for use or designed for use in increasing the potency of any species of plant which is a controlled substance;~~

~~—— (d) Testing equipment used, intended for use or designed for use in identifying or in analyzing the strength, effectiveness or purity of controlled substances;~~

~~—— (e) Scales and balances used, intended for use or designed for use in weighing or measuring controlled substances;~~

~~—— (f) Diluents and adulterants, such as quinine hydrochloride, mannitol, mannite, dextrose and lactose, used, intended for use or designed for use in cutting controlled substances;~~

~~—— (g) Separation gins and sifters used, intended for use or designed for use in removing twigs and seeds from, or in otherwise cleaning or refining, marijuana;~~

~~—— (h) Blenders, bowls, containers, spoons and mixing devices used, intended for use or designed for use in compounding controlled substances;~~

~~—— (i) Capsules, balloons, envelopes and other containers used, intended for use or designed for use in packaging small quantities of controlled substances;~~

~~—— (j) Containers and other objects used, intended for use or designed for use in storing or concealing controlled substances;~~

~~—— (k) Hypodermic syringes, needles and other objects used, intended for use or designed for use in parenterally injected controlled substances into the human body;~~

~~—— (l) Objects used, intended for use or designed for use in ingesting, inhaling or otherwise introducing marijuana, cocaine, hashish or hashish oil into the human body, such as:~~

~~—— 1. Water pipes;~~

~~—— 2. Carburetion tubes and devices;~~

~~—— 3. Smoking and carburetion masks;~~

~~—— 4. Roach clips, meaning objects used to hold burning material such as a marijuana cigarette which has become too small or too short to be held in the hand;~~

- ~~—— 5. Miniature cocaine spoons and cocaine vials;~~
- ~~—— 6. Chamber pipes;~~
- ~~—— 7. Carburetor pipes;~~
- ~~—— 8. Electric pipes;~~
- ~~—— 9. Air-driven pipes;~~
- ~~—— 10. Chillums;~~
- ~~—— 11. Bongs; and~~
- ~~—— 12. Ice pipes or chillers.~~

~~—— (m) Metal, wooden, acrylic, glass, stone, plastic or ceramic pipes with or without screens, permanent screens, hashish heads or punctured metal bowls.~~

~~(C) Evidence. In determining whether an object is drug paraphernalia, a court or other authority should consider, in addition to all other logically relevant factors, the following:~~

- ~~—— (1) Statements by an owner or by anyone in control of the object concerning its use;~~
- ~~—— (2) Prior convictions, if any, of an owner or anyone in control of the object under state or federal law relating to any controlled substance;~~
- ~~—— (3) The proximity of the object, in time and space, to a direct violation of this section;~~
- ~~—— (4) The proximity of the object to controlled substances;~~
- ~~—— (5) The existence of any residue of controlled substances on the object;~~
- ~~—— (6) Direct or circumstantial evidence of the intent of an owner or anyone in control of the object to deliver it to persons whom he or she knows, or should reasonably know, intend to use the object to facilitate a violation of this section; the innocence of an owner or anyone in control of the object as to a direct violation of this section should not prevent a finding that the object is intended for use or designed for use as drug paraphernalia;~~
- ~~—— (7) Instructions, oral or written, provided with the object concerning its use;~~
- ~~—— (8) Descriptive materials accompanying the object which explain or depict its use;~~
- ~~—— (9) National and local advertising concerning its use;~~
- ~~—— (10) The manner in which the object is displayed for sale;~~

~~—(11) Whether the owner or anyone in control of the object is a legitimate supplier of like or related items to the community, such as a licensed distributor or dealer of tobacco products;~~

~~—(12) Direct or circumstantial evidence of the ratio of sales of the object(s) to the total sales of the business enterprise;~~

~~—(13) The existence and scope of legitimate uses for the object in the community; and~~

~~—(14) Expert testimony concerning its use.~~

~~—(D) Offenses.~~

~~(1) Possession. It is unlawful for any person to use or to possess with intent to use drug paraphernalia to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale or otherwise introduce into the human body a controlled substance in violation of this section.~~

~~—(2) Manufacture or delivery. It is unlawful for any person to intentionally deliver, possess with intent to deliver or manufacture with intent to deliver drug paraphernalia for delivery knowing, or under circumstances where one reasonably should know, that it will be used to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale or otherwise introduce into the human body a controlled substance in violation of this section.~~

~~(32) Minors. Any person 18 years of age or over who violates this section by knowingly or intentionally delivering drug paraphernalia and said delivery is to a person who is under 18 years of age and at least three years younger his or her junior shall also be violating this section is guilty of a gross misdemeanor.~~

~~(43) Advertisement. It is unlawful for any person to Any person who knowingly or intentionally places in any newspaper, magazine, handbill, or other print or electronic publication any advertisement or promotion for knowing, or under circumstances where one reasonably should know, that the purpose of the advertisement, in whole or in part, is to promote the sale of objects designed or intended for use as drug paraphernalia is guilty of a misdemeanor.~~

Section 4. Section 130.99(C) of the Dayton City Code is amended to read as follows:
§ 130.99 PENALTY.

(C) All drug paraphernalia, as defined in § 130.17 of this chapter, are subject to the penalties set forth in § 130.17 or applicable state statutes, and may be subject to forfeiture, subject to the provisions as set forth in state statutes.

Section 5. This ordinance shall become effective immediately upon its passage and publication according to law. A summary of this ordinance will be published as provided in state statutes.

Passed and adopted by the City Council for the City of Dayton, Minnesota, on _____, 2023.

Dennis Fisher, Mayor

Attest:

Amy Benting, ACA/City Clerk

Published on _____

ITEM:

Approval of Ordinance 2024-07 Incompatibility of Offices for City Council and PT Employees

PREPARED BY:

Zach Doud, City Administrator

POLICY DECISION / ACTION TO BE CONSIDERED:

Approval of Ordinance 2024-07

BACKGROUND:

Currently, we do not have an ordinance that pertains to employees that are not full-time from being prohibited for council or commissions. There are several communities around us that have this type of ordinance relating to no employees being able to run for council and/or commissions.

This is being brought up as we are entering another election season and we had one council member reach out to staff to see if this should be an ordinance or not. Being as my job is to take direction from all council members, I feel that it is important to have a discussion amongst the entire council if I receive direction from one council member on a specific topic before spending additional resources and time on the item for it to not have majority of the council's support.

This is a continued conversation from the previous meeting where discussion took place. There was not clear direction on everything to include, or not include, during that discussion so the Attorney and I worked together to include everything as a possibility in the ordinance and we can adjust that ordinance during the meeting.

ACTION:

Approval of Ordinance 2024-07: Incompatibility of Offices for City Council and PT Employees

ATTACHMENT(S):

None

MEMORANDUM



TO: DAYTON CITY COUNCIL
FROM: AMY SCHMIDT, CITY ATTORNEY
DATE: MAY 23, 2024
RE: OFFICIAL CONFLICT OF INTEREST

Mayor and Councilmembers,

I have been working with the City Administrator to draft an ordinance that is scheduled to be on the City Council's agenda on May 28, 2024. The ordinance relates to what the law often refers to as the "incompatibility of offices" for elected officials, focused on elected officials and City employment during a term in office. I understand that during City Council consideration of the draft ordinance, some questions came up specific to paid-on-call firefighters. Following the City Council's discussion, the City Administrator asked that I provide a legal opinion on the following questions:

1. **Question:** Is it generally a conflict of interest for a person to serve at the same time as an elected official and as a city employee?

Short Answer: A conflict of interest is not automatic or occur in every situation. One absolute rule is that a mayor or any city council member cannot be a full-time city employee.¹ For part-time employment, whether an elected official may also work for the city comes down to whether the job and the elected office are *incompatible*.

Discussion: Unfortunately, except for one statute, the Legislature has not made an across-the-board rule what "*incompatible*" really means in the context of an elected official being employed by a city. In that one statute, the Legislature declared that:

"The offices of mayor of a statutory city and the fire chief of an independent nonprofit firefighting corporation serving the city are not incompatible offices and a person may concurrently hold both offices if all of the following conditions exist:

- (1) the mayor does not appoint the fire chief;
- (2) the mayor does not set the salary or benefits of the fire chief;
- (3) neither officer performs functions that are inconsistent with the other's;
- (4) neither officer in the officer's official capacity contracts with the other; and
- (5) the mayor does not approve the fidelity bond of the fire chief."²

While this clear statement by the Legislature is helpful in this narrow circumstance, it does not specifically address any other combination of offices. Therefore, cities must look elsewhere for answers. More broadly, and in the absence of other applicable statutes, since the 1960s,

¹ Minn. Stat. § 412.02, subd. 1a.

² Minn. Stat. § 412.152. (emphasis added)

over time, Minnesota courts and the Minnesota Attorney General have established some general guidelines³.

A. General Incompatibility.

Other than the statute discussed above, offices are generally considered incompatible if one position is considered subordinate to the other, or if the character and relationship of the positions create a conflict of duty for the person holding both positions.⁴ Positions would be incompatible if a person in one position has the authority to:

- i. hire or fire a person in the other position;
- ii. supervise, evaluate, promote, or discipline a person in the other position;
- iii. hire or fire the supervisor and/or manager of a person in the other position; or
- iv. determine the initial or increased compensation for a person in the other position.

For the most part, the statute and the legal analysis by Minnesota courts and the Minnesota Attorney General address situations involving the compatibility of a person holding two elected or appointed offices, and do not specifically address the issue of serving as an elected official and as a part-time city employee at the same time. However, it is generally accepted that the same principles would apply to such concurrent service.

B. Paid-on-Call Firefighters.

Legal authorities (Legislature, courts, A.G.) are even less helpful when it comes to whether holding elected office is incompatible with employment as a paid-on-call firefighter. The Minnesota A.G. has issued an opinion⁵ that the position of fire chief of a city department is incompatible with holding elected office on the city council of the same city. In another opinion, the Minnesota A.G. concluded that serving as a member of an independent volunteer fire department⁶ was not incompatible with holding elected office on the city council of the city that the independent fire department served under a contract for services.

Because the legal conclusions in those situations are not specifically applicable to the fire department structure in the City of Dayton, to determine the compatibility of an elected official being employed as a paid-on-call firefighter, you would default to the general guidance for part-time employees described above.

Conclusion: On balance, there is no automatic incompatibility of offices for an elected official who is also employed as a paid-on-call firefighter. No single member of a city council has the individual authority to directly control hiring, firing, compensation, evaluation, etc., of any

³ It appears that the Legislature at least partially relied on this older legal guidance in 1997, when it adopted the Minnesota Statutes § 412.152.

⁴ *State ex rel. Hilton v. Sword*, 157 Minn. 263, 234 (1923) (citations omitted) (Public offices are incompatible when their functions are inconsistent, their performance resulting in antagonism and a conflict of duty, so that the incumbent of one cannot discharge with fidelity and propriety the duties of both).

⁵ Attorney General opinions are considered *persuasive* or *advisory* and do not carry the same legal force as a statute or court decision.

⁶ This type of organization is now known as an independent nonprofit firefighting corporation.

individual paid-on-call firefighter. Because there is no automatic incompatibility, it is generally within a city council's authority to adopt a policy or regulation related to the part-time employment of an elected official⁷, based on the specific needs and circumstances of the city that is involved.

Also, as is discussed below, the appearance or perception of a conflict of interest is a reality that must be considered as well.

2. **Questions:**

A. What happens if a person in one office accepts an office that is incompatible?

Short Answer:

A. Unless there is a statutory exception or other exception established by law, if a person accepts an office that is incompatible with their original position, when the second office is accepted, the original position is automatically terminated.⁸

Discussion:

In other words, if an elected official accepts employment with the city in an incompatible position, the elected official is removed from elected office by operation of law. In the other direction, if a city employee in a position that would be incompatible with service on the city council is elected to that body, the employee's city employment terminates by operation of law upon the employee assumes office on the city council.

B. If an elected official is also a part-time employee, what are the rules about voting and recusal?

Short Answer:

In a situation where offices are not incompatible, an elected official/employee must adhere to the conflict of interest rules that generally apply to any elected official who has a personal interest in a matter before the city council.

Discussion:

This is a topic that would take up a whole memo of its own, but there are a few primary concerns in this context: contractual matters, and actual or apparent conflicts of interest.

i. Contractual matters.

In situations involving contracts under the Uniform Municipal Contracting Law, no elected official is allowed to participate in any way in the consideration or approval of any city "sale, lease, or contract" in which the elected official "voluntarily [has] a personal financial interest" or could from which the elected official could "personally

⁷ Note that the authority of a statutory city to adopt such a prohibition is untested in Minnesota law.

⁸ *State ex rel. Hilton v. Sword*, 157 Minn. 263, 234 (1923) ("The acceptance of a second incompatible office works as a vacation of the first."), citing, *Hoffman v. Downs*, 145 Minn. 465, 467 (1920).

benefit financially . . .”⁹ This prohibition means that the elected official would not be allowed to participate in the deliberations of the matter, or vote on it.

In addition to this prohibition, with some exceptions, another statute prohibits an elected official from being “either directly or indirectly interested in any contract made by the council.”¹⁰ Under the exceptions, this prohibition may not strictly apply if the elected official who has an interest discloses the interest, and where required, abstains from participation and/or voting on the contract.¹¹

When deciding whether an elected official has a conflict of interest that could prohibit their participation and/or voting on a matter before the city council, these factors should be considered:

- (a) What kind of decision is being made?
- (b) What is the elected official’s financial interest in the decision?
- (c) Does the city elected official have any other type of interest in the decision?
- (d) Is disclosure of the interest mitigate the conflict?
- (e) Is it necessary for the elected official to participate in the decision?¹²

Also, despite the possible exceptions, some legal authorities have concluded that these same prohibitions apply in situations that are not related to city contracts. In a situation that involves an elected official/employee, this could extend to the interests of the employee in things like working conditions, personnel policies, employee benefits, and the like.

ii. Actual or Apparent Conflicts of Interest.

Some situations will arise that are clearly a conflict of interest. For example, in this context, an elected official/employee would be prohibited from voting on their own pay raise or promotion to a higher employment position. Actual conflicts of interest have actual consequences.

However, not all situations are as clear, and the existence of a conflict might be in the eye of the beholder. In these situations, if there is a public perception that an elected official has a conflict of interest, that perception could be detrimental to the credibility of the individual elected official, and perhaps to the city council as a whole. For example, the public might perceive that an elected official is serving only his/her personal interests, or that his/her vote is “in the bag” or “automatic” in favor of the department in which the elected official is employed. Even if there is no actual conflict of interest, such a perception can do great damage.

⁹ Minn. Stat. § 471.87. (This statute also states that a violation of this prohibition is a gross misdemeanor.)

¹⁰ Minn. Stat. § 412.311, subd. 1.

¹¹ Minn. Stat. § 471.88.

¹² See, *Lenz v. Coon Creek Watershed Dist.*, 278 Minn. 1, 153 N.W.2d 209 (1967).

- C. What obligations regarding voting and recusal apply to Councilmember Henderson regarding matters related to the Dayton Fire Department?

Short Answer:

The same general obligations and concerns related to conflicts of interest apply to Councilmember Henderson.

Discussion: See above.

Conclusion: As related to Councilmember Henderson, because there is no automatic incompatibility in his office on the Dayton City Council and his employment as a paid-on-call firefighter, his service in one office does not operate to terminate or vacate his other office as a matter of law. Under the applicable conflict of interest standards, Councilmember Henderson should continue to abstain from voting on matters related to the Dayton Fire Department that directly or indirectly affect his financial interests, or in other matters that directly affect his personal employment.

3. **Questions:**

- A. What is the appropriate timing for the Dayton City Council to consider adoption of the proposed ordinance presented?

Short Answer:

If the Dayton City Council adopts the proposed ordinance in the form it is currently drafted, it could be appropriate to be adopted now to be effective upon publication. If the City Council adopts a form of the ordinance that could disqualify a current City Councilmember from running for re-election, it is advisable to adopt the ordinance with an effective date after the 2024 election, or to delay adoption until such time that it will not affect any current City Councilmember.

Discussion:

As the proposed ordinance is currently drafted, Section 31.11(F) provides as follows:

This Section 31.11 shall not apply to any paid or paid-on-call employee who may be serving as an elected official at the time of the adoption of the ordinance from which this section is derived for the balance of the elected official's then-current term or any consecutive term after adoption.

This provision is consistent with similar ordinances from other Minnesota cities. It is intended to exempt current elected officials from a new prohibition that was not in effect at the time of their initial election, so as to not interfere with the rights of an incumbent member to run for re-election.

For an incumbent elected official, the city's voters have already chosen that person to serve. If the voters are aware of the incumbent's other office/city employment, and if voters feel that the dual role is inappropriate, they are free to cast a vote for someone else.

Although a city council has the (untested—see footnote 7) general authority to adopt an ordinance related to the part time employment of an elected official, adoption of such an ordinance that would have the effect of disqualifying an incumbent elected official from running for re-election could be perceived by voters as punitive or arbitrary.

Conclusion: I recommend that the Dayton City Council approve the proposed ordinance in the form that includes Section 31.11(F), or adjust the time of adoption or effective date so that it does not preclude any incumbent from running for re-election in 2024.

B. Does Councilmember Henderson need to abstain from voting on the proposed ordinance?

Answer: Yes, because the outcome the vote on adoption of the proposed ordinance could directly affect him, Councilmember Henderson should abstain from voting on the matter.

ORDINANCE NO. 2024 - __

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

**AN ORDINANCE RELATING TO THE INCOMPATIBILITY OF OFFICES
FOR THE MAYOR AND CITY COUNCIL MEMBERS FOR THE CITY OF DAYTON**

**AMENDING TITLE III, CHAPTER 31 OF THE DAYTON CITY CODE
BY ADDING A NEW SECTION 31.11**

The City Council of the City of Dayton Ordains:

Section 1. Title III, Chapter 31 of the Dayton City Code is amended by adding a new Section 31.11 to read as follows:

§ 31.11 INCOMPATIBLE OFFICES.

(A) Purpose.

(1) The City Council recognizes the potential for actual or apparent conflicts of interest that may arise if an elected or appointed Member of the City Council is employed by the City in a paid or paid-on-call position while in office. Such dual roles may be perceived by the public as inconsistent and incompatible with the legitimate and substantial interests of the residents of the City, or as having an actual or apparent, either direct or indirect:

(a) financial conflict of interest;

(b) ability or opportunity in their office as an elected official or to exercise or assert control over the elected official's own supervisor(s) and/or manager(s);

(c) conflict of interest related to matters that come before the City Council, including the negotiation and approval of labor union contracts; the selection, hiring, or termination of supervisors or other employees who may have some influence or control over the duties, working conditions, or compensation of the elected official as a City employee; or the hiring, promotion, or termination of other employees who may have directly or

indirectly assisted in the employee's campaign for election to the City Council.

(2) Such apparent or actual conflicts of interest could compel an elected official to recuse from participation in decisions of the full City Council, and such recusal limits the ability of the elected official to fully represent the interests of the residents of the City, thereby depriving residents of full representation in all matters before the City Council.

(3) Similar apparent or actual conflicts of interest may also exist if an elected official serves on the Board of Directors or governing body of an independent nonprofit or civic organization that has close ties to the City, or partners with the City on any public or private event or program. Such participation with an independent nonprofit or civic organization could lead to confusion on the part of the public as to which entity the elected official may be serving at any given time.

(4) To avoid such actual or apparent conflicts of interest, the City Council has adopted this Section 31.11 of the City Code. For purposes of this Section 31.11, "elected official" includes a person who is appointed to office on the City Council pursuant to state statutes regarding such appointments.

(B) No elected official shall hold any paid or paid-on-call employment with the City other than that to which the elected official is elected. Prior to being sworn into office, any person who is elected or appointed to any seat on the City Council must first resign from any paid or paid-on-call employment with the City.

(C) Except as provided in this Section, no elected official may serve as a voting member of any City Commission, Committee, or Authority. A Councilmember appointed by the City Council to serve on the Board of the Dayton Economic Development Authority may participate as a voting member of the Board of that Authority.

(D) Until one year has elapsed after the expiration of an elected official's term, no elected official shall be appointed to or employed by the City in a compensated position that was created, or the compensation for which was increased, during the elected official's term on the City Council.

(E) In addition to the prohibition established in Section 31.11(B), no elected official shall serve on the governing body of an independent nonprofit or civic

organization that has close ties to the City, or partners with the City on any public or private event or program. Prior to being sworn into office, any person who is serving on the governing body of an independent nonprofit or civic organization must first resign from such a position.

(F) This Section 31.11 shall not apply to any paid or paid-on-call employee who may be serving as an elected official at the time of the adoption of the ordinance from which this section is derived for the balance of the elected official's then-current term or any consecutive term after adoption.

(G) The City's Personnel Policy shall be updated to incorporate a statement that adopts the specific language of Section 31.11(B), through (E). However, the failure of the City Council to include such language in the Personnel Policy shall not invalidate the requirements set forth in any of those provisions.

Section 2. Effective Date. This Ordinance shall be effective upon adoption and publication according to law.

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

Dennis Fisher, Mayor

Attest:

Amy Benting, ACA/City Clerk

Published on _____