

AGENDA
CITY OF DAYTON, MINNESOTA
12260 S. Diamond Lake Road, Dayton, MN 55327
Monday, August 12, 2024

WORKSESSION - 5:00 P.M. BUDGET
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**
- 6:30 **APPROVAL OF AGENDA**
- 6:35 **FIRE PROMOTION**
- 6:40 **CONSENT AGENDA** *These routine or previously discussed items are enacted with one motion. Any questions on items should have those items removed from consent agenda and approved separately.*
- A. Approval of Council Meeting Minutes of July 23, 2024
 - B. Approval of Payment of Claims for August 12, 2024
 - C. Approval of Pay Request 9 for the Well Head Water Treatment
 - D. Approval of Change Order 2 for Magney Construction
 - E. Approval to Purchase Flail Mower
 - F. Approval of Letter of Credit Release for River Hills 8th Development
 - G. Approval of Amended Resolution 34-2024; Final Plat of Sundance Greens 11th Addition
 - H. Approval of a Therapy Dog for The Fire Department
 - I. Approval of Purchasing a Vehicle for the Fire Department
 - J. Approval of Resignation From Jason Elasky
 - K. Approval of Change Order 31 for the Dayton Parkway Interchange
 - L. Approval of Temporary Liquor License for September 21st for the Dayton Lions
- 6:45 **OPEN FORUM** *Is limited to Three minutes for non-agenda items; state your name and address; No Council Action will be taken and items will be referred back to staff*
- 6:50 **STAFF, CONSULTANT AND COUNCIL UPDATES**
- COUNCIL BUSINESS**
- New Business**
- 7:00 M. 2nd Quarter Report - 2024
- PUBLIC HEARING**
- 7:15 N. Resolution 37-2024; Amending and Restating the Enabling Resolution Establishing the Economic Development Authority; Resolution 38-2024 Approving Members of the Economic Development Authority
- 7:30 O. Ordinance 2024-12; Cannabis Moratorium
- Action Items**
- 7:45 P. Magnus Family and Friends asking for all Fees To be Waived
- 7:55 Q. Dayton Community Foundation Requesting Fees Waived for Heritage Day Event
- 8:05 R. Resolution 39-2024; Ordering Preparation of Report on Proposed Improvement Project Approve Engineering Proposal for Dayton Parkway Traffic Signals
- 8:25 S. Ordinance 2024-11; Amending the Fee Schedule
- 8:35 T. Acceptance of Proposal from Stantec for Environmental Review for Water Trail Launch at Elsie Stephens Park and Goodin Park
- 8:40 U. Ordinance 2024-10; Special Event Permit
- 9:00 V. Approve Plans and Specifications for the Territorial Road Watermain Extension
- Closed Session**
- 9:10 W. Pursuant Minnesota Statutes 13D.05, subd. (3) (c) (3) to Discuss the Development of Terms for the Acquisition of Property Rights Involving PID Numbers: 30-120-22-31-0008, 30-120-22-42-0003, 30-120-22-41-0001, 29-120-22-33-0004, 29-120-22-33-0005, 29-120-22-34-0001, 29-120-22-34-0002, 29-120-22-34-0003, 29-120-22-44-0002, 28-120-22-34-0002
- 10:00 **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.

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

**NOTICE OF CITY COUNCIL WORK SESSION MEETING
USING INTERACTIVE TECHNOLOGY
DAYTON CITY COUNCIL**

NOTICE IS HEREBY GIVEN that on Monday, August 12, 2024, at 5:00 p.m., the work session meeting of the City Council of the City of Dayton, Minnesota, will be held at the City Council's regular meeting place located at:

Dayton City Hall
12260 South Diamond Lake Road
Dayton, Minnesota 55327.

NOTICE IS FURTHER GIVEN that City Councilmember David Fashant will participate in the work session meeting of the City Council using interactive technology pursuant to Minnesota Statutes § 13D.02. Councilmember Fashant will participate from the following location, which is open and accessible to the public:

Best Western Reno Airport
1981 Terminal Way
Reno, NV 89502

This notice is given this 8 day of August, 2024.

Amy Benting, City Clerk
City of Dayton, Minnesota

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

**NOTICE OF REGULAR CITY COUNCIL MEETING
USING INTERACTIVE TECHNOLOGY
DAYTON CITY COUNCIL**

NOTICE IS HEREBY GIVEN that on Monday, August 12, 2024, at 6:30 p.m., the regular meeting of the City Council of the City of Dayton, Minnesota, will be held at the City Council's regular meeting place located at:

Dayton City Hall
12260 South Diamond Lake Road
Dayton, Minnesota 55327.

NOTICE IS FURTHER GIVEN that City Councilmember David Fashant will participate in the regular City Council meeting using interactive technology pursuant to Minnesota Statutes § 13D.02. Councilmember Fashant will participate from the following location, which is open and accessible to the public:

Best Western Reno Airport
1981 Terminal Way
Reno, NV 89502

This notice is given this 8 day of August, 2024.

Amy Benting, City Clerk
City of Dayton, Minnesota

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

**NOTICE OF CLOSED SPECIAL MEETING
AND
NOTICE OF SPECIAL MEETING USING INTERACTIVE TECHNOLOGY
DAYTON CITY COUNCIL**

NOTICE IS HEREBY GIVEN that the City Council of the City of Dayton, Minnesota, will hold a closed special meeting on Monday, August 12, 2024, at 6:30 p.m., or as soon thereafter as is practicable. The meeting will be held at the Dayton City Hall, 12260 South Diamond Lake Road, Dayton, Minnesota 55327, and will not be open to the public.

THE MEETING WILL BE CLOSED pursuant to Minnesota Statutes § 13D.05, subd. 3(c)(3), to discuss the development of terms for the acquisition of property rights involving PID Numbers: 30-120-22-31-0008, 30-120-22-42-0003, 30-120-22-41-0001, 29-120-22-33-0004, 29-120-22-33-0005, 29-120-22-34-0001, 29-120-22-34-0002, 29-120-22-34-0003, 29-120-22-44-0002, 28-120-22-34-0002, in the City of Dayton, Hennepin County, State of Minnesota (PID: 3212022440005).

NOTICE IS FURTHER GIVEN that City Councilmember David Fashant will participate in the special closed meeting of the City Council using interactive technology pursuant to Minnesota Statutes § 13D.02. Councilmember Fashant will participate from the following location:

Best Western Reno Airport
1981 Terminal Way
Reno, NV 89502

This location is generally open and accessible to the public, but will not be open to the public during the closed special City Council meeting.

This notice is given this 8 day of August, 2024.

Amy Benting, City Clerk
City of Dayton, Minnesota

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

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

ABSENT: David Fashant

ALSO PRESENT: Public Works Superintendent, Marty Farrell; Fire Chief, Gary Hendrickson; 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

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

CONSENT ITEMS:

- A. Approval of Work Session Minutes and Council Meeting Minutes of July 9, 2024
- B. Approval of Payment of Claims for July 23, 2024
- C. Pay Request 1 for the Jaeger – Jordan Ditch Stabilization Project
- D. Pay Request 2 for Dayton River Road Turn Lanes
- E. Approval of Resolution 36-2024; Hazard Mitigation Plan
- F. Approval of Donating the Old Fire Truck Engine 11

Trost asked who chose the follow-ups and how they got on the Hazard Mitigation Plan. Hendrickson stated that there was collaboration between Hendrickson, Farrell, and Enga. Hendrickson gave specific examples.

Discussion ensued. Enga gave additional input. Conversation centered on potential funding.

Trost asked for the potential dollar amount that the donated fire engine could bring. Hendrickson stated that there was not interested party in purchasing the fire engine, rendering it of no value.

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

OPEN FORUM:

John Waldron of 209 York in the Dayton Mobile Home Park, stated that the Council is aware that the Dayton Mobile Home Park has been bought and sold a few times. The Dayton Mobile Home Park has not had proper management. Waldron stated that items E

and G on a paper that was delivered to the City Council are of concern. Parking was the first item of concern that Waldron raised. Proper management was the second item of concern raised by Waldron. He stated the property manager is only available Monday through Friday during normal business hours. If a call comes in outside of those hours, the call is routed through a call center. Waldron stated that the Dayton Mobile Home Park does not have a full-time maintenance person onsite so maintenance needs are subcontracted. Waldron stated that if there is an emergency, there is no one onsite to handle said emergency. Waldron stated that the residents of the Dayton Mobile Home Park would appreciate any help that the City could provide.

Shelley Nemitz 39 Auburn Drive stated that she has seen a lot of stuff going on at the Dayton Mobile Home Park and it was bothersome that the City allowed Kwik Trip to be put in without any signs going up. Nemitz also stated that trucks cross over the medians and race up and down the road. She complained of having to cover her windows to prevent the truck drivers from looking into her mobile home and it is disturbing that the trucks run all night long. Nemitz stated that speed bumps should be put in because there are children playing in the area. Nemitz noted that because the Kwik Trip fails to cut their grass, she has wound up in the hospital twice due to bad allergies. Nemitz complained about the filthy dirty warehouses behind the Kwik Trip and requested that a wall be erected. Nemitz complained about the water and sewer being shut down in the Dayton Mobile Home Park and requested a tonnage sign at the entrance of the Dayton Mobile Home Park.

Waldron returned to the microphone and stated that currently the office for the Dayton Mobile Home Park is closed with a sign on the front door that states the office will be closed from July 18th through July 25th.

STAFF, CONSULTANT, AND COUNCIL UPDATES:

Doud stated he was out of the office and has no updates.

Benting stated that Friday, July 26, 2024, direct balloting will begin for the Primary that is happening right now. If anyone is interested in absentee voting, beginning Friday, July 26, 2024, ballots can be put into the machine. Direct balloting will be ongoing until the day prior to Election Day. On Election Day, community members will be voting at assigned polling places.

Farrell stated that Farrell and Higgins are working with a company by the name of I-Nine, who run summer camps. The plan is to run a pilot program for a stand-alone summer program. The half-day program will run from August 12, 2024, through August 16, 2024, beginning at 9:00 a.m. and concluding at 12:00 p.m. The three sports included will be football, soccer, and baseball. The program is focused on basic skills improvement. I-Nine provides all of the equipment, all of the marketing, the registration, the set-up, and the clean-up. There will be a fee paid to the City of Dayton for the usage of fields.

Farrell stated that the mill and overlay project at Thicket Hills has been completed, other than the punch-list. Farrell stated that 152nd Avenue has been milled and patched, but there is still some prep work to be completed. The plan is to pave either on Friday of this week or on Monday of next week.

Farrell stated that with regard to the chip and fog-seal project, the chips will be moved into the old Public Works shop. The plan is to begin the project either on Wednesday or Thursday of next week. The following Monday, the plan is to broom the area off and broom it off again on Friday to ensure the removal of the excess rock. The following Monday the fog-seal will be applied. Farrell stated that the timeline is loose for now, but when the actual dates are provided, Farrell will post them to the City website.

Farrell stated that the street lights on Territorial are being repaired. Farrell stated that the completion date is likely the end of August.

Fisher asked if there are any alternate solutions to using copper. Farrell stated that is no comparable solution.

Hendrickson stated that four new fire fighters are at the end stages of being hired. The hope is that the new fire fighters will be on board by the middle of next month.

Sevald stated that on August 27, 2024, a Work Session Meeting is scheduled for City Council and the Planning Commission. The purpose of the Work Session Meeting is to discuss the Master Plan.

Salonek stated that he attended the concert on Friday at Elsie Stephens Park. In that Park, there was a sign that advertised for donations to go towards next year's summer concerts.

Additional conversation amongst the Councilmembers, off microphone, ensued.

There was consensus that no one on the City Council was aware of the signs in Elsie Stephens Park requesting donations for next year's "Summer Series Concerts."

Salonek stated that he is very disappointed that the City Council just dropped everything with regard to the Elsie Stephens Park improvements. Farrell stated that the engineering drawings need to be completed and approach the Elsie Stephens Park improvements through the normal process. Farrell stated that Paul Kangas is working on completing some of the components.

Fisher stated that he thought other contractors were being considered. Farrell stated that another contractor is being considered for the update of the Master Plan. Farrell stated that Paul Kangas is quite far along in the process and Farrell is not certain that another

contractor would even be willing to step in at this stage of the process. Farrell stated that if the Council would like to entertain other contractors, Farrell is willing to attempt. Salonek stated that it would be good to have someone else looking at the project. Fisher stated that in light of the frustration, another contractor would be a good idea. Farrell voiced concern for the amount of time that could be potentially lost.

Salonek asked Enga if the \$11,000 payment of claims is for a motor. The answer is yes. Salonek asked Enga if there was any insurance coverage. The answer is no.

Henderson stated that he attended the concert in Elsie Stephens Park, and it was good to spend time with the people. The show was great.

Fisher stated that he attended a meeting with Twin Cities and the Met Council to discuss what will be covered on the 2050 Comp Plans. The minimum density will be changed from three per acre to four per acre. A lot of excuses were given such as greenhouse gas and global warming. Fisher stated that the category that Dayton is in is called Emerging Suburban. Fisher stated that average densities will be calculated per decade now.

Trost stated that he attended the event in Elsie Stephens Park, and it was good.

Trost stated that at the next City Council Meeting, it would be helpful to have a conversation about term limits for commissions.

COUNCIL BUSINESS

New Business:

G. Budget Discussion

Doud stated that both the General Fund and the CIP/Long Term Plan have been discussed. Doud stated that Department Heads are looking for feedback from the Council.

Doud stated that it is critical to look at the tax rate, not just the levy increase. Doud stated that the bulk of the increase (16.2%) shown on a chart that was projected for the Council Member to see is based on new growth (14.2%). He noted that the average house in Hennepin County went increased in value by about 1%.

Fisher asked for funding sources for the CIP "one-pagers" provided to the Council.

There was discussion regarding the items that are funded but not yet purchased. There was also discussion regarding the use of money set aside for one purpose and being used for another purpose.

Salonek questioned the need for a loader. Farrell explained how it would be used. Trost asked if it could be found used.

Trost questioned the need for a skid steer with a stump grinder. Trost stated that Farrell should be pressured to find an alternate solution. Farrell stated that the attachment is far more efficient than purchasing a separate stump grinder, but Farrell agreed to explore other options.

Conversation ensued.

Salonek stated that there is \$185,300,000 that must be funded. On the "Desired List" Salonek stated that the only favorable items are: 1) Additional \$10,000 in Higgins budget for the Summer Concert Series, but not an increase in salary; and 2) The Flock System (security camera system).

Trost inquired more about The Flock System and conversation ensued.

Salonek doesn't understand or agree with the need for four full-time Fire Department employees. Salonek stated that in the two neighboring cities that are larger and have only two full-time Fire Department employees, all of the medical calls go through the Police Department. Salonek asked why Dayton doesn't try that. Enga explained those cities have a minimum of two to four police officers on duty at all times, and Dayton has a minimum of one police officer on duty at all times.

Following discussion, Hendrickson gave a list of reasons for the need of two additional full-time fire fighters to create a "duty crew model." Work/life balance is the greatest obstacle for retention of firefighters. The current cost to train a firefighter is approximately \$17,871.50 and it takes between 18 and 24 months to train a new firefighter.

Additional conversation ensued.

Salonek stated that some of the ladder truck cost should be included in the budget so that it will not have to be fully funded by a bond. Salonek stated that City Hall should manage their money like the average American has to manage money in order to make a purchase.

Public Hearing:

H. Ordinance 2024-10; Special Event Permit

Fisher stated that Fashant had requested that this item be tabled.

Doud stated that this is a public hearing. After the public hearing, the Council can elect to table it.

Hendrickson came forward and stated that the presentation is a collaborative effort by the City Staff.

Hendrickson stated the Ordinance should provide that Event Centers should also pull large assembly permits so that the Fire Department and Police Department are aware of and can prepare for such large-scale events. There would be no charge for Event Centers.

Hendrickson stated that the City of Rogers has an Ordinance that is very similar. Hendrickson used Rogers' Ordinance as a model for Dayton.

Doud drew attention to the fact that the Ordinance applies to public events only. Birthday parties, business events, etc. would not fit into the proposed Ordinance.

Trost asked if a shorter form could be completed for people who are already designated as Event Centers.

Fisher asked what the steps would be for people who rent their property to others for private events. Hendrickson stated that rented property was not considered within the confines of the Ordinance.

Fisher stated that the Ordinance seems bureaucratic.

Benting stated that the Ordinance does not protect the City for possible problems, but it does provide the City with the knowledge of what's happening in case there is an emergency situation.

Additional conversation ensued with public safety and Ordinance wording.

Fisher opened the public hearing at 8:10 p.m.

Amanda Fisher of Fisher Farms came forward and stated that she understands the desire for the proposed Ordinance, noting Fisher had complained about the language in the Ordinance and stated that there is a lot of work to be done. Fisher disagreed with IUP/CUP fees needed and now adding Special Event fees. Fisher stated that the who needs to pay and how much is being requested needs to be better defined.

Hendrickson stated that there will be fees associated with tented events because the Fire Department has to come and inspect the tents.

Fisher asked how much is the inspection fee for a tent. Hendrickson stated that he follows the fees that the Council implemented, and believed the fee was \$75, but he did not have access to the actual fee schedule.

Fisher asked why there is an inspection of a tent. Hendrickson stated Fire Code requires the inspection and, unfortunately, common sense is not all that common. Hendrickson explained some of the inspection process for tents.

Jack Bernens of 17501 Dayton River Road and the EDA came forward and stated that it is burdensome to put additional requirements on business owners that were formed with the intent to operate large-scale events. Bernens stated that it is important to be business-friendly while remaining safe and informed.

Fisher closed the public hearing at 8:20 p.m.

Trost asked Salonek if the motion to table is being made so that Fashant can weigh in. The answer is yes. Salonek would also like to spend additional time studying the Ordinance. Fisher would also like additional time to study the Ordinance.

There was consensus to send suggestions to Doud prior to re-examining the Ordinance.

MOTION: Motion was made by Councilmember Salonek, seconded by Councilmember Trost to table consideration of Ordinance 2024-10; Special Event Permit. Motion carries unanimously.

Action Items:

I. Appoint Park Commissioner

Benting stated that there are two people applying for the one open Parks Commission. Doug Baines has re-applied and there is a new applicant by the name of Kaia Chambers.

Salonek stated that he'd like to see some new people on the Parks Commission.

Trost thanked Baines for his service.

Henderson stated Baines was a big help to Henderson when he ran for City Council.

MOTION: Motion was made by Councilmember Henderson, seconded by Councilmember Salonek to appoint Kaia Chambers to the Parks Commission. Motion carries unanimously.

ADJOURNMENT

Fisher declared the meeting adjourned at 8:25 p.m.

COUNCIL MEETING
JULY 23, 2024
6:30 P.M.
PAGE 8 OF 8

CITY OF DAYTON, MINNESOTA
12260 SO. DIAMOND LAKE ROAD
HENNEPIN/WRIGHT COUNTIES

Respectfully Submitted,

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

Approved: _____

Attest: Amy Benting

Payments to be approved at City Council Meeting August 12, 2024

	Totals
Claims Roster 08-12-2024 and 08-13-2024	\$ 657,953.90
Prepaid 08-01-2024 EB	\$ 97,980.92
Prepaid 08-08-2024 FB	\$ 2,640.83

Total Payments:	\$ 758,575.65
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Payroll 08-01-2024 Bi-Weekly 16	\$ 102,397.23
Payroll 08-08-2024 FD/ July 2024	\$ 13,018.50

Check # sequence to be approved by City Council from meeting date of 08/12/2024:

Checks # 077305-077391

08/07/2024

INVOICE REGISTER REPORT FOR CITY OF DAYTON MN
 EXP CHECK RUN DATES 08/12/2024 - 08/13/2024
 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
	ACME TOOLS-PLYMOUTH PW; SUPPLIES-MILWAUKEE TOOLS 101-43100-50210 PW; SUPPLIES	07/30/2024 CHOYT	08/13/2024	357.00 357.00	357.00	Open	N 07/25/2024
	ACME TOOLS-PLYMOUTH PW; OPERATING SUPPLIES-SAFETY CAN 101-45200-50210 PW; OPERATING SUPPLIES-SAFETY CAN	07/30/2024 CHOYT	08/13/2024	182.86 182.86	182.86	Open	N 07/24/2024
	ACME TOOLS-PLYMOUTH PW; SUPPLIES-FORREST WOODWORKER 101-43100-50210 PW; SUPPLIES-FORREST WOODWORKER	07/30/2024 CHOYT	08/13/2024	158.89 158.89	158.89	Open	N 07/26/2024
	ADAMS PEST CONTROL INC CH; PEST CONTROL-PREVENTION PLUS 101-41810-50223 CH; PEST CONTROL-PREVENTION PLUS	07/22/2024 CHOYT	08/13/2024	143.70 143.70	143.70	Open	N 07/18/2024
	ALTERNATIVE BUSINESS FURNITURE FD; OTHER EQUIPMENT-DESK CHAIR 101-42260-50580 FD; OTHER EQUIPMENT-DESK CHAIR	07/19/2024 CHOYT	08/13/2024	453.10 453.10	0.00	Paid	Y 07/19/2024
	ANCOM COMMUNICATIONS FD; SUPPLIES-MONITOR 7 5 CH IS VHF PGR 101-42260-50200 FD; SUPPLIES-MONITOR 7 5 CH IS VHF PGR	08/05/2024 CHOYT	08/13/2024	2,974.00 2,974.00	2,974.00	Open	N 08/02/2024
	ARCHITECT MECHANICAL INC PW; HVAC AIR FILTERS 101-43100-50520 PW; HVAC AIR FILTERS	07/31/2024 CHOYT	08/13/2024	650.00 650.00	0.00	Paid	Y 04/30/2024
	ARCHITECT MECHANICAL INC	07/31/2024	08/13/2024	765.00	0.00	Paid	Y

BLACK & VEATCH	07/29/2024	08/13/2024	4,351.54	4,351.54	Open	N
WELL 4 & 5 FILTRATION DET DES; JUN 2024	CHOYT					06/28/2024
601-00000-16500	WELL 4 & 5 FILTRATION DET DES; JUN 2024		4,351.54			
BS&A SOFTWARE INC	07/25/2024	08/13/2024	9,293.00	9,293.00	Open	N
BS&A FINANCE SOFTWARE; AUG 2024-AUG 2025	CHOYT					07/08/2024
101-41820-50205	BS&A FINANCE SOFTWARE; AUG 2024-2025		6,799.00			
601-49400-50309	UB; SOFTWARE SVC-BS&A UB		1,781.00			
602-49400-50309	UB; SOFTWARE SVC-BS&A UB		713.00			
C. VISION PRODUCTION	07/30/2024	08/13/2024	1,875.00	1,875.00	Open	N
VIDEO TECH; JUL 2024	CHOYT					07/30/2024
226-41900-50430	VIDEO TECH; JUL 2024		1,875.00			
CAMPBELL KNUTSON P.A.	07/25/2024	08/13/2024	480.00	480.00	Open	N
LEGAL FEES-BRAYBURN TRLS PROJ 6147 JUN 2024	CHOYT					06/30/2024
411-43100-50304-6147	LEGAL FEES-PROJ 6147 JUN 2024		480.00			
CAMPBELL KNUTSON P.A.	07/25/2024	08/13/2024	450.00	450.00	Open	N
LEGAL FEES-KWIK TRIP PROJ 6149 JUN 2024/PRIV	CHOYT					06/30/2024
411-43100-50304-6149	LEGAL FEES-PROJ 6149 JUNE 2024		450.00			
CAMPBELL KNUTSON P.A.	07/25/2024	08/13/2024	4,008.50	4,008.50	Open	N
LEGAL FEES-OPUS/PROJ 6165	CHOYT					06/30/2024
411-43100-50304-6165	LEGAL FEES-OPUS/PROJ 6165		4,008.50			
CAMPBELL KNUTSON P.A.	07/25/2024	08/13/2024	5,404.38	5,404.38	Open	N
LEGAL FEES-GENERAL JUN 2024	CHOYT					06/30/2024
101-41640-50304	LEGAL FEES-GENERAL JUN 2024		5,404.38			
CARROLL IUP	08/05/2024	08/13/2024	637.38	637.38	Open	N
	CHOYT					08/05/2024
411-00000-20200	Refund: MR Unapplied Payments		637.38			
CARSON, CLELLAND & SCHREDER	08/02/2024	08/13/2024	2,000.00	2,000.00	Open	N
CRIMINAL PROSECUTION; JUL 2024	CHOYT					07/29/2024
101-41640-50305	CRIMINAL PROSECUTION; JUL 2024		2,000.00			

CENTERPOINT ENERGY	07/30/2024	08/13/2024	192.77	0.00	Paid	Y
8000014132-7 GAS SVCS; JUN 2024	CHOYT					06/30/2024
101-43100-50383 PW; 5888628-4			49.64			
101-41810-50383 CH/FD; 5895786-1			56.07			
101-41910-50383 AC; 5895789-5			55.27			
101-43100-50383 BROCKTON; 5914909-6			31.79			
CENTERPOINT ENERGY	08/05/2024	08/13/2024	253.38	253.38	Open	N
PW/PD FACILITY; 10662228-5 JUL 2024	CHOYT					07/30/2024
101-43100-50383 PW FACILITY; 10662228-5 JUL 2024			126.69			
101-42120-50383 PD FACILITY; 10662228-5 JUL 2024			126.69			
CENTERPOINT ENERGY	08/05/2024	08/13/2024	26.16	26.16	Open	N
RH WELLHOUSE; 11429952-2 JUL 2024	CHOYT					07/30/2024
601-49400-50383 RH WELLHOUSE; 11429952-2 JUL 2024			26.16			
CENTRAL WOOD PRODUCTS	07/30/2024	08/13/2024	80.00	80.00	Open	N
PW;DISPOSAL WOOD CHIPS	CHOYT					07/23/2024
101-43100-50300 PW;DISPOSAL WOOD CHIPS			40.00			
101-45200-50300 PARKS; DISPOSAL WOOD CHIPS			40.00			
CENTRAL WOOD PRODUCTS	08/02/2024	08/13/2024	450.00	450.00	Open	N
PW-TREE WASTE DISPOSAL DUMP TRUCK	CHOYT					07/31/2024
101-45200-50300 PW-TREE WASTE DISPOSAL			450.00			
CENTRAL WOOD PRODUCTS	08/02/2024	08/13/2024	80.00	80.00	Open	N
PW; TREE WASTE WOOD CHIPS	CHOYT					07/30/2024
101-45200-50300 PW; TREE WASTE WOOD CHIPS			80.00			
CENTURYLINK	07/22/2024	08/13/2024	215.30	215.30	Open	N
PW; WATER SYSTEM SCADA &WELLHOUSE JUL-A	CHOYT					07/13/2024
601-49400-50321 PW; 763 323-0023 WATER SYSTEM SCADA			107.65			
602-49400-50321 PW; 763 323-0975 WELLHOUSE 2 LANDLINE			107.65			
CENTURYLINK	07/29/2024	08/13/2024	44.86	44.86	Open	N
PW; 763 428-7345 JUL- AUG 2024	CHOYT					07/21/2024
101-43100-50321 PW; 763 428-7345 JUL- AUG 2024			44.86			

CHARTER COMMUNICATIONS	07/29/2024	08/13/2024	542.00	0.00	Paid	Y
CH; INTERNET-AUG 2024	CHOYT					07/22/2024
101-41820-50308	CH; INTERNET-AUG 2024		542.00			
CINTAS	07/19/2024	08/13/2024	136.53	136.53	Open	N
PW; UNIFORMS	CHOYT					07/18/2024
101-43100-50217	PW; UNIFORMS		136.53			
CINTAS	07/26/2024	08/13/2024	127.16	127.16	Open	N
PW; UNIFORMS	CHOYT					07/25/2024
101-43100-50217	PW; UNIFORMS		127.16			
CINTAS	08/02/2024	08/13/2024	127.16	127.16	Open	N
PW; UNIFORMS	CHOYT					08/01/2024
101-43100-50217	PW; UNIFORMS		127.16			
CITY OF MONTICELLO	08/05/2024	08/13/2024	194.00	194.00	Open	N
PD; ANIMAL CONTROL MAY-JUN 2024	CHOYT					06/30/2024
101-42140-50308	PD; ANIMAL CONTROL MAY-JUN 2024		194.00			
CITY OF ROGERS	07/31/2024	08/13/2024	200.00	200.00	Open	N
FD; 2024 NW SUBURBAN FIRE ACADEMY	CHOYT					07/25/2024
101-42260-50207	FD; 2024 NW SUBURBAN FIRE ACADEMY		200.00			
CLARION EVENTS INC.	07/24/2024	08/13/2024	3,310.00	3,310.00	Open	N
FD; FIRE ENGINEERING TRAINING 04/30/23-04/2	CHOYT					07/18/2024
101-42260-50208	FD; FIRE ENGINEERING TRAINING 2023-2024		3,310.00			
CMT JANITORIAL SERVICES	07/22/2024	08/13/2024	1,602.00	1,602.00	Open	N
CONTRACT SERVICES-OFC CLEANING-AUG 2024	CHOYT					07/19/2024
101-41910-50308	CONTRACT SERVICES-OFC CLEANING-AUG 2024		1,000.00			
101-41810-50308	CONTRACT SERVICES-OFC CLEANING-AUG 2024		602.00			
COMFORT MATTERS	07/24/2024	08/13/2024	109.00	109.00	Open	N
PW; BUILDINGS AND STRUCTURES	CHOYT					07/24/2024
101-43100-50520	PW; BUILDINGS AND STRUCTURES		109.00			

COMFORT MATTERS	08/02/2024	08/13/2024	450.00	450.00	Open	N
PW; BUILDINGS AND STRUCTURES-MEMBERSHIP CHOYT						07/31/2024
101-43100-50520 PW; BUILDINGS AND STRUCTURES			450.00			
COMFORT MATTERS	08/02/2024	08/13/2024	2,239.00	2,239.00	Open	N
RENEWAL OF ANNUAL MEMBERSHIP:AUG 2024-J CHOYT						07/31/2024
101-43100-50520 RENEWAL OF ANNUAL MEMBERSHIP:AUG 24-JUL			2,239.00			
CONNEXUS ENERGY	07/22/2024	08/13/2024	28.76	0.00	Paid	Y
325071; 13699 PINEVIEW LANE; JUN-JUL 2024 CHOYT						06/30/2024
101-43100-50230 325071; 13699 PINEVIEW LANE;JUN-JUL			28.76			
CONNEXUS ENERGY	07/29/2024	08/13/2024	5,548.29	0.00	Paid	Y
ELECTRIC SERVICES/JUN-JULY 2024 CHOYT						06/30/2024
101-43100-50230 172514 ST LIGHTS;JUN-JULY 2024			39.42			
101-43100-50230 172516 ST LIGHTS;JUN-JULY 2024			2,272.95			
101-43100-50230 172802 ST LIGHTS;JUN-JULY 2024			62.62			
101-43100-50230 172803 ST LIGHTS;JUN-JULY 2024			243.79			
101-42130-50381 173098 SIREN;JUN-JULY 2024			21.25			
602-49400-50381 178838 141ST OUTBUILDING;JUN-JULY 2024			33.96			
601-49400-50381 299049 WELL#2;JUN-JULY 2024			2,446.84			
602-49400-50381 299195 ROSEWOOD LIFT;JUN-JULY 2024			53.10			
601-49400-50381 299380 WATER TOWER;JUN-JULY 2024			147.81			
602-49400-50381 303882 PINEVIEW LIFT;JUN-JULY 2024			42.92			
602-49400-50381 307062 HACKBERRY LIFT;JUN-JULY 2024			101.82			
101-42130-50381 309045 E FRENCH SIREN;JUN-JULY 2024			17.25			
101-43100-50230 317271 ST LIGHTS;JUN-JULY 2024			64.56			
CORE & MAIN	07/29/2024	08/13/2024	11,230.75	11,230.75	Open	N
PW; METERS CHOYT						07/23/2024
601-49400-50259 PW; METERS			11,230.75			
CRYSTAL WELDING INC	08/02/2024	08/13/2024	159.98	159.98	Open	N
PW; REPAIR/ TRAILER HITCH PARTS CHOYT						07/17/2024
101-43100-50220 PW; REPAIR/TRAILER HITCH PARTS			159.98			
CULLIGAN, INC	08/05/2024	08/13/2024	227.50	227.50	Open	N
PD/PW; FILTRATION SVC- JUL-AUG 2024 CHOYT						07/01/2024

101-42120-50220	PD; FILTRATION SVC- AUG 2024			55.65				
101-43100-50220	PW; FILTRATION SVC- AUG 2024			55.65				
101-43100-50220	PW; SOLAR SALT/SANITATION- JUL 2024			58.10				
101-42120-50220	PD; SOLAR SALT/SANITATION-JUL 2024			58.10				
CULLIGAN, INC	08/05/2024	08/13/2024		43.30	43.30	Open	N	
AC; WTR SOFTNER RENTAL- AUG 2024	CHOYT						07/31/2024	
101-41910-50220	AC; WTR SOFTNER RENTAL- AUG 2024			43.30				
CZAW ZAC VAH	07/30/2024	08/13/2024		225.00	225.00	Open	N	
DAC RENTAL DEPOSIT REFUND;EVENT 7/27	CHOYT						07/02/2024	
101-00000-21716	DAC RENTAL DEPOSIT REFUND;EVENT 7/27			200.00				
101-40500-34111	CITY FACILITY RENTAL; MISSING AMENITIES			25.00				
DAYTON HOUSING GROUP LLC	07/22/2024	08/13/2024		16,210.14	16,210.14	Open	N	
TIF 16 PAYMENT; 1ST HALF 2024	CHOYT						07/16/2024	
435-41900-50605	TIF 16 PAYMENT; 1ST HALF 2024			16,210.14				
DENA BRUNETTE	07/30/2024	08/13/2024		49.45	49.45	Open	N	
MILEAGE REIMBURSEMENT; APR-JUL 2024	CHOYT						07/30/2024	
101-41500-50331	MILEAGE; APR-JUL 2024			49.45				
DESTINEE EAGAN	07/26/2024	08/13/2024		200.00	200.00	Open	N	
DAC RENTAL DEPOSIT RELEASE;EVENT 7/20/24	CHOYT						07/20/2024	
101-00000-21716	DAC RENTAL DEPOSIT RELEASE;EVENT 7/20/24			200.00				
DIAMOND MOWERS	07/24/2024	08/13/2024		215.69	215.69	Open	N	
REPAIR/MAINT; PARKS	CHOYT						07/23/2024	
101-45200-50220	REPAIR/MAINT; PARKS			215.69				
DR HORTON	07/26/2024	08/13/2024		3,000.00	3,000.00	Open	N	
14346 FERNBROOK LA N LANDSCAPE ESCROW F	CHOYT						07/26/2024	
420-00000-22100	14346 FERNBROOK LA N LANDSCAPE ESCROW RE			3,000.00				
DR HORTON	07/26/2024	08/13/2024		3,000.00	3,000.00	Open	N	
14424 EMPIRE LN N LANDSCAPE ESCROW RELE/	CHOYT						07/26/2024	
420-00000-22100	14424 EMPIRE LN N LANDSCAPE ESCROW RELEA			3,000.00				

DR HORTON	07/30/2024	08/13/2024	3,000.00	3,000.00	Open	N
14347 FERNBROOK LA N LANDSCAPE ESCROW F CHOYT						07/29/2024
420-00000-22100	14347 FERNBROOK LA N LANDSCAPE ESCROW RE		3,000.00			
DR HORTON	07/30/2024	08/13/2024	3,000.00	3,000.00	Open	N
14426 FERNBROOK LA N LANDSCAPE ESCROW F CHOYT						07/29/2024
420-00000-22100	14426 FERNBROOK LA N LANDSCAPE ESCROW RE		3,000.00			
DR HORTON	07/30/2024	08/13/2024	3,000.00	3,000.00	Open	N
14436 FERNBROOK LA N LANDSCAPE ESCROW F CHOYT						07/29/2024
420-00000-22100	14436 FERNBROOK LA N LANDSCAPE ESCROW RE		3,000.00			
EARL F ANDERSON INC	07/19/2024	08/13/2024	363.60	363.60	Open	N
PW; BARRICADE PANEL	CHOYT					07/17/2024
101-43100-50224	PW; BARRICADE PANEL		363.60			
EASON, JANICE	07/30/2024	08/13/2024	178.51	178.51	Open	N
UB refund for account: 5286	CHOYT					07/30/2024
601-00000-15550	CREDIT FORWARD		178.51			
ECM PUBLISHERS, INC	07/25/2024	08/13/2024	51.75	51.75	Open	N
PHN; JULY 23 PH LARGE ASSEMBLIES	CHOYT					07/11/2024
101-41110-50352	PHN; JULY 23 PH LARGE ASSEMBLIES		51.75			
ECM PUBLISHERS, INC	07/25/2024	08/13/2024	69.00	69.00	Open	N
LEGAL NOTICES/FILING FEE PROJ 6206 SEBORN CHOYT						07/18/2024
411-43100-50351-6206	LEGAL NOTICES/FILING FEE PROJ.6206		69.00			
ECM PUBLISHERS, INC	07/25/2024	08/13/2024	77.62	77.62	Open	N
LEGAL NOTICES/FILING FEE PROJ 6205 TEAM FAI CHOYT						07/16/2024
411-43100-50351-6205	LEGAL NOTICES/FILING FEE PROJ 6205		77.62			
ECM PUBLISHERS, INC	07/25/2024	08/13/2024	103.50	103.50	Open	N
PHN; ORDINANCE 09	CHOYT					07/18/2024
101-41110-50352	PHN; ORDINANCE 09		103.50			
ECM PUBLISHERS, INC	07/31/2024	08/13/2024	94.87	94.87	Open	N
LEGAL NOTICES/FILING FEE PROJ.6180	CHOYT					07/25/2024

411-43100-50351-6180	LEGAL NOTICES/FILING FEE PROJ.6180			94.87			
ECM PUBLISHERS, INC	07/31/2024	08/13/2024	51.75	51.75	Open	N	
LEGAL NOTICE/FILING FEE-PAT DS200	CHOYT						07/25/2024
101-41410-50210	LEGAL NOTICE/FILING FEE-PAT DS200		51.75				
ECM PUBLISHERS, INC	07/31/2024	08/13/2024	155.25	155.25	Open	N	
PHN; AUG 12 PH ZONING	CHOYT						07/25/2024
101-41110-50352	PHN; AUG 12 ZONING FRAMEWORK		155.25				
ECM PUBLISHERS, INC	08/05/2024	08/13/2024	77.62	77.62	Open	N	
LEGAL NOTICES/FILING FEE PROJ #6137	CHOYT						07/18/2024
411-43100-50351-6137	LEGAL NOTICES/FILING FEE PROJ #6137		77.62				
ECM PUBLISHERS, INC	08/05/2024	08/13/2024	190.75	190.75	Open	N	
PHN; PRIMARY ELECTION	CHOYT						08/01/2024
101-41410-50210	PHN; PRIMARY ELECTION		190.75				
ECM PUBLISHERS, INC	08/05/2024	08/13/2024	69.00	69.00	Open	N	
PHN; AUG 12 ENABLING RESOLUTION	CHOYT						08/01/2024
101-41110-50352	PHN; AUG 12 ENABLING RESOLUTION		69.00				
ELITE SANITATION	07/19/2024	08/13/2024	1,348.00	1,348.00	Open	N	
PW; PORTABLE RENTAL 6/23-7/20	CHOYT						07/15/2024
101-45200-50410	PW; PORTABLE RENTAL 6/23-7/20		1,348.00				
ENTERPRISE FM TRUST	08/05/2024	08/13/2024	6,788.33	6,788.33	Open	N	
MOTOR VEHICLES LEASING PROGRAM-AUG 2024	CHOYT						08/03/2024
401-42120-50550	MOTOR VEHICLES LEASING PROGRAM-AUG 2024		6,788.33				
FAUL PSYCHOLOGICAL PLLC	08/05/2024	08/13/2024	2,660.00	2,660.00	Open	N	
FD; PRE EMPLOYMENT EVALUATION X4	CHOYT						07/09/2024
101-42260-50300	FD; PRE EMPLOYMENT EVALUATION		2,660.00				
FORCE AMERICA DISTRIBUTING LLC	07/26/2024	08/13/2024	200.00	200.00	Open	N	
PW; FLAT DATA PLAN-JUN 2024	CHOYT						06/30/2024
101-43100-50220	PW; FLAT DATA PLAN-JUN 2024		200.00				

FULLY PROMOTED/EMBROIDME CH; SUPPLIES-PLATES FOR PLANTERS 225-41710-50210	07/22/2024 CHOYT CH; SUPPLIES-PLATES FOR PLANTERS	08/13/2024	147.00	147.00	Open	N 07/22/2024
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FULLY PROMOTED/EMBROIDME PD; UNIFORM-ENGA 101-42120-50217	08/05/2024 CHOYT PD; UNIFORM-ENGA	08/13/2024	51.00	51.00	Open	N 07/31/2024
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FULLY PROMOTED/EMBROIDME FD; 110 COTTON T'S 101-42260-50345	08/07/2024 CHOYT FD; 110 COTTON T'S	08/13/2024	715.00	715.00	Open	N 08/02/2024
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GALLS INC PD; OTHER EQUIPMENT-RESCUE TOOL 101-42120-50580	08/05/2024 CHOYT PD; OTHER EQUIPMENT-RESCUE TOOL	08/13/2024	216.00	216.00	Open	N 07/22/2024
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GOPHER STATE ONE-CALL 277 BILLABLE TICKETS; JUL 2024 601-49400-50220	08/05/2024 CHOYT 277 BILLABLE TICKETS; JUL 2024	08/13/2024	373.95	373.95	Open	N 07/31/2024
602-49400-50220	277 BILLABLE TICKETS; JUL 2024		186.98			
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GRADYS ACE HARDWARE FD; SUPPLIES 101-42260-50200	08/07/2024 CHOYT FD; SUPPLIES	08/13/2024	17.71	17.71	Open	N 07/09/2024
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GRAINGER, INC PW; OPERATING SUPPLIES 101-43100-50210	07/31/2024 CHOYT PW; OPERATING SUPPLIES	08/13/2024	188.28	188.28	Open	N 07/24/2024
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GRAINGER, INC PW; OPERATING SUPPLIES 101-43100-50210	07/31/2024 CHOYT PW; OPERATING SUPPLIES	08/13/2024	536.81	536.81	Open	N 07/24/2024
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GRAINGER, INC PW; OPERATING SUPPLIES 101-43100-50210	07/31/2024 CHOYT PW; OPERATING SUPPLIES	08/13/2024	167.50	167.50	Open	N 07/24/2024
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GRAINGER, INC	08/02/2024	08/13/2024	52.70	52.70	Open	N

PW; OPERATING SUPPLIES TEE	CHOYT						07/26/2024
101-43100-50210	PW; OPERATING SUPPLIES TEE			52.70			
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GUIDANCEPOINT TECHNOLOGIES	07/29/2024	08/13/2024		150.00	150.00	Open	N
AD; PROFESSIONAL SRVS	CHOYT						07/26/2024
101-41820-50300	AD; PROFESSIONAL SRVS			150.00			
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GUIDANCEPOINT TECHNOLOGIES	07/29/2024	08/13/2024		768.00	768.00	Open	N
AD; PROFESSIONAL SRVS	CHOYT						06/27/2024
101-41810-50300	AD; PROFESSIONAL SRVS			768.00			
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GUIDANCEPOINT TECHNOLOGIES	07/29/2024	08/13/2024		2,880.00	2,880.00	Open	N
IT:SUBSCRIPTIONS/MEMBERSHIP	CHOYT						06/27/2024
101-41810-50205	IT: SUBSCRIPTIONS/MEMBERSHP			2,880.00			
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GUIDANCEPOINT TECHNOLOGIES	07/31/2024	08/13/2024		675.00	675.00	Open	N
PW; XYLEM, CORE& MAIN UB SUPPORT	CHOYT						07/27/2024
601-49400-50300	PW; XYLEM, CORE & MAIN UB SUPPORT			325.00			
602-49400-50300	PW; XYLEM, CORE& MAIN UB SUPPORT			350.00			
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GUIDANCEPOINT TECHNOLOGIES	08/07/2024	08/13/2024		506.00	506.00	Open	N
IT; SUBSCRIPTIONS/MEMBERSHIP-MICROSOFT 3	CHOYT						08/05/2024
101-41810-50205	Subscriptions/Membership			506.00			
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GUIDANCEPOINT TECHNOLOGIES	08/07/2024	08/13/2024		175.00	175.00	Open	N
PD; SERVER BACKUP	CHOYT						08/05/2024
101-41820-50308	PD; SERVER BACKUP			175.00			
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GUIDANCEPOINT TECHNOLOGIES	08/07/2024	08/13/2024		305.00	305.00	Open	N
IT; BACKUP SERVERS	CHOYT						08/05/2024
101-41820-50300	IT; BACKUP SERVERS			305.00			
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HACH COMPANY INC	07/23/2024	08/13/2024		75.39	75.39	Open	N
PW; CHEMICALS	CHOYT						07/17/2024
601-49400-50210	PW; CHEMICALS			75.39			
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HACH COMPANY INC	07/25/2024	08/13/2024		590.35	590.35	Open	N
PW; CHEMICALS	CHOYT						07/09/2024

601-49400-50210	PW; CHEMICALS			590.35			
HASSAN SAND & GRAVEL, INC		07/31/2024	08/13/2024	3,308.70	3,308.70	Open	N
PARKS; WOOD CHIPS		CHOYT					07/30/2024
101-45200-50210	PARKS; WOOD CHIPS			3,308.70			
HAWKINS, INC		07/29/2024	08/13/2024	9,332.53	9,332.53	Open	N
PW; CHEMICALS		CHOYT					07/25/2024
601-49400-50216	PW; CHEMICALS			9,332.53			
HENNEPIN COUNTY		08/07/2024	08/13/2024	3,379.06	3,379.06	Open	N
FD; RADIO LEASE- JULY 2024		KTHELEN					07/31/2024
101-42260-50320	FD; RADIO LEASE- JULY 2024			3,379.06			
HENNEPIN COUNTY		08/07/2024	08/13/2024	2,217.19	2,217.19	Open	N
PD; RADIO LEASE- JULY 2024		KTHELEN					07/31/2024
101-42120-50320	PD; RADIO LEASE- JULY 2024			2,217.19			
HENNEPIN COUNTY HUMAN SERVICES & PH		08/05/2024	08/13/2024	6,059.00	6,059.00	Open	N
PD; EMBEDDED SOCIAL WORKER/APR-JUN 2024		CHOYT					06/30/2024
101-42120-50300	PD; EMBEDDED SOCIAL WORKER/APR-JUN 2024			6,059.00			
HENNEPIN TECHNICAL COLLEGE		08/07/2024	08/13/2024	8,400.00	8,400.00	Open	N
FD; FIRE APPARATUS OPERATOR TRAINING		CHOYT					08/06/2024
101-42260-50208	FD; FIRE APPARATUS -INV 1242244			600.00			
101-42260-50208	FD; FIRE APPARATUS -INV 1242245			600.00			
101-42260-50208	FD; FIRE APPARATUS -INV 1242246			600.00			
101-42260-50208	FD; FIRE APPARATUS -INV 1242247			600.00			
101-42260-50208	FD; FIRE APPARATUS -INV 1242248			600.00			
101-42260-50208	FD; FIRE APPARATUS -INV 1242249			600.00			
101-42260-50208	FD; FIRE APPARATUS -INV 1242250			600.00			
101-42260-50208	FD; FIRE APPARATUS -INV 1242251			600.00			
101-42260-50208	FD; FIRE APPARATUS -INV 1242252			600.00			
101-42260-50208	FD; FIRE APPARATUS -INV 1242253			600.00			
101-42260-50208	FD; FIRE APPARATUS -INV 1242254			600.00			
101-42260-50208	FD; FIRE APPARATUS -INV 1242255			600.00			
101-42260-50208	FD; FIRE APPARATUS -INV 1242256			600.00			
101-42260-50208	FD; FIRE APPARATUS -INV 1242671			600.00			

HOLMAN TEXT AMEND & IUP COMM KENNEL	08/07/2024	08/13/2024	2,978.76	2,978.76	Open	N
CHOYT						08/07/2024
411-00000-20200	Refund: MR Unapplied Payments		2,978.76			
HP GROUP HEALTH NON-PATIENT A/R	07/24/2024	08/13/2024	95.20	0.00	Paid	Y
EAP (CUST# 12750101); JULY 2024	CHOYT					07/11/2024
101-41810-50205	EAP (CUST# 12750101); JULY 2024		95.20			
INNOVATIVE OFFICE SOLUTIONS	07/19/2024	08/13/2024	215.15	215.15	Open	N
PD/PW; SUPPLIES	CHOYT					07/19/2024
101-42120-50200	PD; SUPPLIES		107.57			
101-43100-50210	PW; SUPPLIES		107.58			
INNOVATIVE OFFICE SOLUTIONS	07/19/2024	08/13/2024	105.81	105.81	Open	N
PD; SUPPLIES	CHOYT					07/19/2024
101-42120-50200	PD; SUPPLIES		105.81			
KELSEY MONTGOMERY	08/02/2024	08/13/2024	57.03	57.03	Open	N
PW; SUPPLIES-SIGN HOLDERS FOR OPEN/ REIME	CHOYT					07/31/2024
101-43100-50210	PW; SUPPLIES-SIGN HOLDERS FOR OPEN		57.03			
LENNAR	08/05/2024	08/13/2024	448.79	448.79	Open	N
UB refund for account: 6504	CHOYT					08/05/2024
601-00000-15550	CREDIT FORWARD		448.79			
LEXIS NEXIS	08/07/2024	08/13/2024	200.00	200.00	Open	N
PD; CONTRACT SERVICES-JUL 2024	CHOYT					07/31/2024
101-42120-50308	PD; CONTRACT SERVICES-JUL 2024		200.00			
LYNDE & MCLEOD INC	08/05/2024	08/13/2024	4,848.77	4,848.77	Open	N
YARD WASTE DISPOSAL-LEAVE/GRASS AUG 2024	CHOYT					07/31/2024
101-43100-50224	PW; BRUSH REMOVAL AUG 2024		4,472.20			
101-41650-50387	YARD WASTE DISPOSAL-LEAVE/GRASS AUG 2024		513.30			
101-41650-50387	PW; YARD WASTE COMPOST REBATE AUG 2024		(136.73)			
LYNDE & MCLEOD INC	08/05/2024	08/13/2024	408.40	408.40	Open	N
YARD WASTE SITE RENTAL; SEPT 2024	CHOYT					08/02/2024

101-41650-50387	YARD WASTE SITE RENTAL; SEPT 2024			408.40				
M/I HOMES OF MPLS	07/19/2024	08/13/2024	3,000.00	3,000.00	Open	N		
14700 CHESHIRE CT LANDSCAPE ESCROW RELEA	CHOYT						07/18/2024	
420-00000-22100	14700 CHESHIRE CT LANDSCAPE ESCROW RELEAS		3,000.00					
M/I HOMES OF MPLS	07/19/2024	08/13/2024	3,000.00	3,000.00	Open	N		
14701 CHESHIRE CT LANDSCAPE ESCROW RELE	CHOYT						07/18/2024	
420-00000-22100	14701 CHESHIRE CT LANDSCAPE ESCROW RELEA		3,000.00					
M/I HOMES OF MPLS	07/19/2024	08/13/2024	3,000.00	3,000.00	Open	N		
14704 CHESHIRE CT LANDSCAPE ESCROW RELE	CHOYT						07/18/2024	
420-00000-22100	14704 CHESHIRE CT LANDSCAPE ESCROW RELEA		3,000.00					
M/I HOMES OF MPLS	07/19/2024	08/13/2024	3,000.00	3,000.00	Open	N		
14705 CHESHIRE CT LANDSCAPE ESCROW RELE	CHOYT						07/18/2024	
420-00000-22100	14705 CHESHIRE CT LANDSCAPE ESCROW RELEA		3,000.00					
M/I HOMES OF MPLS	07/19/2024	08/13/2024	3,000.00	3,000.00	Open	N		
14708 CHESHIRE CT LANDSCAPE ESCROW RELE	CHOYT						07/18/2024	
420-00000-22100	14708 CHESHIRE CT LANDSCAPE ESCROW RELEA		3,000.00					
M/I HOMES OF MPLS	07/19/2024	08/13/2024	3,000.00	3,000.00	Open	N		
14712 CHESHIRE CT LANDSCAPE ESCROW RELE	CHOYT						07/18/2024	
420-00000-22100	14712 CHESHIRE CT LANDSCAPE ESCROW RELEA		3,000.00					
M/I HOMES OF MPLS	07/19/2024	08/13/2024	3,000.00	3,000.00	Open	N		
14713 CHESHIRE CT LANDSCAPE ESCROW RELE	CHOYT						07/18/2024	
420-00000-22100	14713 CHESHIRE CT LANDSCAPE ESCROW RELEA		3,000.00					
M/I HOMES OF MPLS	07/19/2024	08/13/2024	3,000.00	3,000.00	Open	N		
14716 CHESHIRE CT LANDSCAPE ESCROW RELE	CHOYT						07/18/2024	
420-00000-22100	14716 CHESHIRE CT LANDSCAPE ESCROW RELEA		3,000.00					
M/I HOMES OF MPLS	07/19/2024	08/13/2024	3,000.00	3,000.00	Open	N		
14717 CHESHIRE CT LANDSCAPE ESCROW RELE	CHOYT						07/18/2024	
420-00000-22100	14717 CHESHIRE CT LANDSCAPE ESCROW RELEA		3,000.00					

M/I HOMES OF MPLS	07/19/2024	08/13/2024	3,000.00	3,000.00	Open	N
14721 CHESHIRE CT LANDSCAPE ESCROW RELE CHOYT						07/18/2024
420-00000-22100	14721 CHESHIRE CT LANDSCAPE ESCROW RELEA		3,000.00			
M/I HOMES OF MPLS	07/19/2024	08/13/2024	3,000.00	3,000.00	Open	N
14725 CHESHIRE CT LANDSCAPE ESCROW RELE CHOYT						07/18/2024
420-00000-22100	14725 CHESHIRE CT LANDSCAPE ESCROW RELEA		3,000.00			
M/I HOMES OF MPLS	07/19/2024	08/13/2024	3,000.00	3,000.00	Open	N
14728 CHESHIRE CT LANDSCAPE ESCROW RELE CHOYT						07/18/2024
420-00000-22100	14728 CHESHIRE CT LANDSCAPE ESCROW RELEA		3,000.00			
M/I HOMES OF MPLS	07/19/2024	08/13/2024	3,000.00	3,000.00	Open	N
14729 CHESHIRE CT LANDSCAPE ESCROW RELE CHOYT						07/18/2024
420-00000-22100	14729 CHESHIRE CT LANDSCAPE ESCROW RELEA		3,000.00			
M/I HOMES OF MPLS	07/19/2024	08/13/2024	3,000.00	3,000.00	Open	N
14732 CHESHIRE CT LANDSCAPE ESCROW RELE CHOYT						07/18/2024
420-00000-22100	14732 CHESHIRE CT LANDSCAPE ESCROW RELEA		3,000.00			
M/I HOMES OF MPLS	07/19/2024	08/13/2024	3,000.00	3,000.00	Open	N
14733 CHESHIRE CT LANDSCAPE ESCROW RELE CHOYT						07/18/2024
420-00000-22100	14733 CHESHIRE CT LANDSCAPE ESCROW RELEA		3,000.00			
M/I HOMES OF MPLS	07/19/2024	08/13/2024	3,000.00	3,000.00	Open	N
14737 CHESHIRE CT LANDSCAPE ESCROW RELE CHOYT						07/18/2024
420-00000-22100	14737 CHESHIRE CT LANDSCAPE ESCROW RELEA		3,000.00			
M/I HOMES OF MPLS	07/19/2024	08/13/2024	3,000.00	3,000.00	Open	N
14748 CHESHIRE CT LANDSCAPE ESCROW RELE CHOYT						07/18/2024
420-00000-22100	14748 CHESHIRE CT LANDSCAPE ESCROW RELEA		3,000.00			
M/I HOMES OF MPLS	07/19/2024	08/13/2024	3,000.00	3,000.00	Open	N
14631 CHESHIRE WAY LANDSCAPE ESCROW REI CHOYT						07/18/2024
420-00000-22100	14631 CHESHIRE WAY LANDSCAPE ESCROW RELE		3,000.00			
M/I HOMES OF MPLS	07/19/2024	08/13/2024	3,000.00	3,000.00	Open	N
14515 CHESHIRE WAY LANDSCAPE ESCROW REI CHOYT						07/18/2024

420-00000-22100	14515 CHESHIRE WAY LANDSCAPE ESCROW RELE		3,000.00				
M/I HOMES OF MPLS	07/19/2024	08/13/2024	3,000.00	3,000.00	Open	N	
14643 CHESHIRE WAY LANDSCAPE ESCROW REI CHOYT							07/18/2024
420-00000-22100	14643 CHESHIRE WAY LANDSCAPE ESCROW RELE		3,000.00				
M/I HOMES OF MPLS	07/19/2024	08/13/2024	3,000.00	3,000.00	Open	N	
14655 CHESHIRE WAY LANDSCAPE ESCROW REI CHOYT							07/18/2024
420-00000-22100	14655 CHESHIRE WAY LANDSCAPE ESCROW RELE		3,000.00				
M/I HOMES OF MPLS	07/19/2024	08/13/2024	3,000.00	3,000.00	Open	N	
14659 CHESHIRE WAY LANDSCAPE ESCROW REI CHOYT							07/18/2024
420-00000-22100	14659 CHESHIRE WAY LANDSCAPE ESCROW RELE		3,000.00				
M/I HOMES OF MPLS	07/19/2024	08/13/2024	3,000.00	3,000.00	Open	N	
14663 CHESHIRE WAY LANDSCAPE ESCROW REI CHOYT							07/18/2024
420-00000-22100	14663 CHESHIRE WAY LANDSCAPE ESCROW RELE		3,000.00				
M/I HOMES OF MPLS	07/19/2024	08/13/2024	3,000.00	3,000.00	Open	N	
14671 CHESHIRE WAY LANDSCAPE ESCROW REI CHOYT							07/18/2024
420-00000-22100	14671 CHESHIRE WAY LANDSCAPE ESCROW RELE		3,000.00				
M/I HOMES OF MPLS	07/26/2024	08/13/2024	3,000.00	3,000.00	Open	N	
14677 146TH AVE N LANDSCAPE ESCROW RELE/ CHOYT							07/26/2024
420-00000-22100	14677 146TH AVE N LANDSCAPE ESCROW RELEA		3,000.00				
M/I HOMES OF MPLS	07/26/2024	08/13/2024	3,000.00	3,000.00	Open	N	
14674 146TH AVE N LANDSCAPE ESCROW RELE/ CHOYT							07/26/2024
420-00000-22100	14674 146TH AVE N LANDSCAPE ESCROW RELEA		3,000.00				
M/I HOMES OF MPLS	07/26/2024	08/13/2024	3,000.00	3,000.00	Open	N	
14669 146TH AVE N LANDSCAPE ESCROW RELE/ CHOYT							07/26/2024
420-00000-22100	14669 146TH AVE N LANDSCAPE ESCROW RELEA		3,000.00				
M/I HOMES OF MPLS	07/26/2024	08/13/2024	3,000.00	3,000.00	Open	N	
14661 146TH AVE N LANDSCAPE ESCROW RELE/ CHOYT							07/26/2024
420-00000-22100	14661 146TH AVE N LANDSCAPE ESCROW RELEA		3,000.00				

M/I HOMES OF MPLS	07/26/2024	08/13/2024	3,000.00	3,000.00	Open	N
14653 146TH AVE N LANDSCAPE ESCROW RELE/ CHOYT						07/26/2024
420-00000-22100	14653 146TH AVE N LANDSCAPE ESCROW RELEA		3,000.00			
M/I HOMES OF MPLS	07/26/2024	08/13/2024	3,000.00	3,000.00	Open	N
14649 146TH AVE N LANDSCAPE ESCROW RELE/ CHOYT						07/26/2024
420-00000-22100	14649 146TH AVE N LANDSCAPE ESCROW RELEA		3,000.00			
M/I HOMES OF MPLS	07/26/2024	08/13/2024	3,000.00	3,000.00	Open	N
14646 146TH AVE N LANDSCAPE ESCROW RELE/ CHOYT						07/26/2024
420-00000-22100	14646 146TH AVE N LANDSCAPE ESCROW RELEA		3,000.00			
M/I HOMES OF MPLS	07/26/2024	08/13/2024	3,000.00	3,000.00	Open	N
14662 CHESHIRE WAY LANDSCAPE ESCROW REI CHOYT						07/26/2024
420-00000-22100	14662 CHESHIRE WAY LANDSCAPE ESCROW RELE		3,000.00			
M/I HOMES OF MPLS	07/26/2024	08/13/2024	3,000.00	3,000.00	Open	N
14658 CHESHIRE WAY LANDSCAPE ESCROW REI CHOYT						07/26/2024
420-00000-22100	14658 CHESHIRE WAY LANDSCAPE ESCROW RELE		3,000.00			
MACQUEEN EMERGENCY GROUP	07/23/2024	08/13/2024	610.44	610.44	Open	N
FD; UNIFORM	CHOYT					07/22/2024
101-42260-50217	FD; UNIFORM		610.44			
MACQUEEN EMERGENCY GROUP	08/02/2024	08/13/2024	4,887.69	4,887.69	Open	N
FD; UNIFORM-ATHLETIX SET	CHOYT					07/29/2024
101-42260-50217	FD; UNIFORM-ATHLETIX SET		4,887.69			
MACQUEEN EMERGENCY GROUP	08/07/2024	08/13/2024	2,011.00	2,011.00	Open	N
FD; UNIFORM BADGES	CHOYT					07/10/2024
101-42260-50217	FD; UNIFORM BADGES		4,068.40			
101-42260-50217	FD; UNIFORM BADGES CREDIT P33779		(2,057.40)			
MAGNEY CONSTRUCTION INC	08/07/2024	08/13/2024	27,835.00	27,835.00	Open	N
PAY APP 9; WELL HEAD TREATMENT 4 & 5	CHOYT					08/02/2024
601-00000-16500	PAY APP 9;WELL HEAD TREATMENT 4 & 5		29,300.00			
601-00000-20600	RETAINAGE PAYABLE		(1,465.00)			

MAHAM SAAD	07/30/2024	08/13/2024	300.00	300.00	Open	N
DAC RENTAL DEPOSIT REFUND:EVENT 7/27/24	CHOYT					07/22/2024
101-00000-21716	DAC RENTAL DEPOSIT REFUND:EVENT 7/27/24		300.00			
MENARDS - MAPLE GROVE	08/02/2024	08/13/2024	104.73	104.73	Open	N
PW; SUPPLIES	CHOYT					07/30/2024
101-43100-50210	PW; SUPPLIES		104.73			
METRO WEST INSPECTION	07/22/2024	08/13/2024	22,352.00	22,352.00	Open	N
279.40 BLDG INSPECTIONS JUN 2024	CHOYT					07/17/2024
101-41660-50300	279.40 BLDG INSPECTIONS JUN 2024		22,352.00			
METROPOLITAN COUNCIL	08/05/2024	08/13/2024	42,399.58	42,399.58	Open	N
147.01 WASTE WATER SERVICE; SEPT 2024	CHOYT					08/01/2024
602-49400-50313	147.01 WASTE WATER SERVICE; SEPT 2024		42,399.58			
MIDWEST WASH SYSTEMS LLC	07/26/2024	08/13/2024	1,771.15	1,771.15	Open	N
PW; REPAIR/MAINT	CHOYT					07/25/2024
101-43100-50220	PW; REPAIR/MAINT		1,771.15			
MIDWEST WASH SYSTEMS LLC	08/05/2024	08/13/2024	335.59	335.59	Open	N
PW; OPERATING SUPPLIES	CHOYT					08/05/2024
101-43100-50210	PW; OPERATING SUPPLIES		335.59			
MINNESOTA PAVING & MATERIALS	08/07/2024	08/13/2024	420.00	420.00	Open	N
PW; GAL CSS-1 EMULSION	CHOYT					05/14/2024
101-43100-50224	PW; GAL CSS-1 EMULSION		420.00			
MINUTEMAN PRESS	07/19/2024	08/13/2024	2,464.70	2,464.70	Open	N
UTILITY BILLING; JULY 2024	CHOYT					07/18/2024
601-49400-50200	UTILITY BILLING; JULY 2024		1,215.85			
602-49400-50200	UTILITY BILLING; JULY 2024		1,215.85			
101-41710-50200	CD; SUPPLIES-H.STENSGARD		33.00			
MN PUBLIC FACILITIES	07/25/2024	08/13/2024	44,166.74	44,166.74	Open	N
DEBT SRV G.O. BOND PRINCIPAL/INTEREST	CHOYT					07/12/2024
348-41900-50601	DEBT SRV G.O. BOND PRINCIPAL		42,000.00			
348-41900-50611	G.O. BOND INTEREST		2,166.74			

MN SECRETARY OF STATE-NOTARY NOTARY RENEWAL; B. BENTING 2024 101-41820-50205	NOTARY RENEWAL; B. BENTING 2024	08/07/2024 CHOYT	08/13/2024	120.00 120.00	120.00	Open	N 08/01/2024
MORRIS LEATHERMAN COMPANY PROFESSIONAL SRVS; TELEPHONE SURVEY 602-49400-50300	PROFESSIONAL SRVS; TELEPHONE SURVEY	08/05/2024 CHOYT	08/13/2024	11,000.00 11,000.00	11,000.00	Open	N 07/31/2024
MTI DISTRIBUTING PARKS; REPAIR/MAINT.-PILOT/VALVE 101-45200-50220	PARKS; REPAIR/MAINT.-PILOT/VALVE	07/19/2024 CHOYT	08/13/2024	1,847.57 1,847.57	1,847.57	Open	N 06/30/2024
MTI DISTRIBUTING PARKS; REPAIR/MAINT-TORO MOWER 101-45200-50220	PARKS; REPAIR/MAINT-TORO MOWER	07/25/2024 CHOYT	08/13/2024	419.19 419.19	419.19	Open	N 07/10/2024
NAPA AUTO PARTS FD; REPAIR/MAINT 101-42260-50220	FD; REPAIR/MAINT	07/22/2024 CHOYT	08/13/2024	12.52 12.52	12.52	Open	N 07/22/2024
NAPA AUTO PARTS PW; REPAIR/MAINT 101-42120-50220 101-43100-50220	PD; REPAIR/MAINT PW; REPAIR/MAINT	08/02/2024 CHOYT	08/13/2024	149.98 54.53 95.45	149.98	Open	N 07/23/2024
NAPA AUTO PARTS PW; REPAIR/MAINT 101-43100-50220	PW; REPAIR/MAINT	08/02/2024 CHOYT	08/13/2024	66.66 66.66	66.66	Open	N 07/30/2024
NOE OCAMPO DAC RENTAL DEPOSIT REFUND: EVENT 8/3 101-00000-21716	DAC RENTAL DEPOSIT REFUND: EVENT 8/3	08/05/2024 CHOYT	08/13/2024	300.00 300.00	300.00	Open	N 08/03/2024
NORTHERN TOOL & EQUIPMENT PW; REPAIR/MAINT-COUPLER 101-43100-50220	PW; REPAIR/MAINT-COUPLER	08/02/2024 CHOYT	08/13/2024	15.99 15.99	15.99	Open	N 08/02/2024

PRI MANAGEMENT GROUP	08/07/2024	08/13/2024	279.00	279.00	Open	N
PD; PROFESSIONAL DEVELOPMENT-SEMINAR EL	CHOYT					08/01/2024
101-42120-50208	PD; PROFESSIONAL DEVELOPMENT-SEMINAR		279.00			
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PROLOGIS (FRENCH LAKE LAND TIF)	07/22/2024	08/13/2024	68,991.59	68,991.59	Open	N
TIF 15 PAYMENT; 1ST HALF 2024	CHOYT					07/16/2024
477-41900-50605	TIF 15 PAYMENT; 1ST HALF 2024		68,991.59			
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QUALITY PROPANE, INC	07/26/2024	08/13/2024	12,118.60	12,118.60	Open	N
PW; STREET MAINT; DUST CONTROL	CHOYT					06/25/2024
101-43100-50224	PW; STREET MAINT; DUST CONTROL		12,118.60			
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READY WATT ELECTRIC	07/29/2024	08/13/2024	8,547.81	8,547.81	Open	N
PW-PINEVIEW ROUNDABOUT POLE REPLACEMENT	CHOYT					07/25/2024
101-43100-50230	PW-PINEVIEW ROUNDABOUT POLE REPLACEMENT		8,547.81			
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READY WATT ELECTRIC	07/30/2024	08/13/2024	7,046.00	7,046.00	Open	N
PW; STREET MAINT-SPARE LIGHT POLE/LED-PINE	CHOYT					07/29/2024
101-43100-50224	PW; STREET MAINT-SPARE LIGHT POLE/LED		7,046.00			
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REPUBLIC SERVICES, INC.	08/07/2024	08/13/2024	165.53	165.53	Open	N
AC;WASTE- 18461 DAYTON/ JUL 2024	CHOYT					07/31/2024
101-41910-50384	AC;WASTE- 18461 DAYTON/ JUL 2024		165.53			
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REPUBLIC SERVICES, INC.	08/07/2024	08/13/2024	404.34	404.34	Open	N
CH; WASTE/SHREDDING- JUL 2024	CHOYT					07/31/2024
101-41810-50384	CH; WASTE/SHREDDING- JUL 2024		404.34			
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REPUBLIC SERVICES, INC.	08/07/2024	08/13/2024	404.34	404.34	Open	N
PW/PD; WASTE/SHREDDING-JUL 2024	CHOYT					07/31/2024
101-43100-50384	PW; WASTE/SHREDDING-JUL 2024		202.16			
101-42120-50384	PD; WASTE/SHREDDING- JUL 2024		202.18			
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REPUBLIC SERVICES, INC.	08/07/2024	08/13/2024	183.15	183.15	Open	N
PW; REFUSE/GARBAGE DISPOSAL-16471 AUG 20	CHOYT					07/31/2024
101-43100-50384	PW; REFUSE/GARBAGE DISPOSAL-16471 AUG		183.15			
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RHYS GILAH	08/05/2024	08/13/2024	100.00	100.00	Open	N

DAC RENTAL DEPOSIT REFUND: EVENT 8/3 CLOQ CHOYT						08/03/2024	
101-00000-21716	DAC RENTAL DEPOSIT REFUND: EVENT 8/3			100.00			
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RITEWAY		07/31/2024	08/13/2024	236.91	236.91	Open	N
CH; CITY CHECKS REORDER		CHOYT					07/30/2024
101-41500-50200	CH; CITY CHECKS REORDER			236.91			
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ROGERS TRUE VALUE		07/30/2024	08/13/2024	41.94	41.94	Open	N
PW; OPERATING SUPPLIES-FOAM		CHOYT					07/29/2024
601-49400-50210	PW; OPERATING SUPPLIES-FOAM			41.94			
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ROGERS TRUE VALUE		07/31/2024	08/13/2024	19.25	19.25	Open	N
PARKS; OPERATING SUPPLIES		CHOYT					07/31/2024
101-45200-50210	PARKS; OPERATING SUPPLIES			19.25			
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RPM GRAPHICS, INC		07/19/2024	08/13/2024	48.00	48.00	Open	N
AC; DONATIONS HERE SIGN		CHOYT					07/19/2024
101-41910-50210	AC; DONATIONS HERE SIGN			48.00			
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RPM GRAPHICS, INC		08/07/2024	08/13/2024	178.00	178.00	Open	N
AC; SIGNICADE		CHOYT					08/06/2024
101-41910-50210	AC; SIGNICADE			178.00			
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SIPE BROTHERS MARATHON		08/02/2024	08/13/2024	3.00	3.00	Open	N
PW; PROPANE FOR SWEEPER/CREDIT		CHOYT					08/02/2024
101-43100-50210	PW; PROPANE FOR SWEEPER			28.00			
101-43100-50210	PW; PROPANE FOR SWEEPER-CREDIT			(25.00)			
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SMARTSHEET, INC.		07/22/2024	08/13/2024	98.63	98.63	Open	N
SUBSCRIPTION SMARTSHEET USER-H.STENSGAF CHOYT							07/22/2024
101-41710-50205	SUBSCRIPTION USER-H.STENSGARD			98.63			
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SMARTSHEET, INC.		07/26/2024	08/13/2024	2,269.26	2,269.26	Open	N
SUBSCRIPTION SERVICE; BUSINESS PLAN 2024 CHOYT							07/25/2024
101-43100-50300	PW; PROFESSIONAL SRVS			567.32			
101-45200-50300	PW; PROFESSIONAL SRVS			567.32			
601-49400-50300	PW; PROFESSIONAL SRVS			567.32			
602-49400-50300	PW; PROFESSIONAL SRVS			567.30			

SOUTH LAKE MINNETONKA POLICE DEPT	07/23/2024	08/13/2024	80.77	80.77	Open	N
PD; 1/13 COST OF GTEL INVOICES	CHOYT					07/11/2024
401-42120-50580	PD; 1/13 COST OF GTEL INVOICES		80.77			
SOUTH LAKE MINNETONKA POLICE DEPT	07/23/2024	08/13/2024	129.81	129.81	Open	N
PD; 1/3 COST OF MORRIS INVOICES	CHOYT					07/11/2024
401-42120-50580	PD; 1/3 COST OF MORRIS INVOICES		168.27			
401-42120-50580	PD; 1/3 COST DOUBLE BILLING ADJ.		(38.46)			
SQUIRES, WALDSPURGER & MACE P.A.	08/05/2024	08/13/2024	1,138.44	1,138.44	Open	N
LEGAL COUNSEL; JUNE 2024	CHOYT					06/30/2024
101-49999-50430	LEGAL COUNSEL; JUNE 2024		1,138.44			
STANTEC CONSULTING SERVICES INC.	07/31/2024	08/13/2024	113,388.96	113,388.96	Open	N
ENGINEERING SVCS; JUNE 2024	CHOYT					06/30/2024
101-41630-50303	GEN. ENGINEERING RETAINER; JUN 2024		4,300.00			
101-41630-50303	GEN. ENGINEERING; JUN 2024		4,472.78			
101-41660-50308	BUILDING PERMIT ACTIVITIES; JUN 2024		10,172.42			
601-49400-50303	WATER SUPPLY & DISTRIBUTION; JUN 2024		2,971.60			
602-49400-50303	SANITARY SEWER SYSTEM; JUN 2024		6,128.40			
415-41900-50300	STORMWATER; JUN 2024		6,179.40			
414-41900-50303	TRANSPORTATION; JUN 2024		5,577.60			
601-49400-50303	GIS/MAPPING; JUN 2024		2,068.80			
602-49400-50303	GIS/MAPPING; JUN 2024		2,068.80			
411-43100-50303-1006	RIVER HILLS-M/I HOMES; JUN 2024		392.00			
411-43100-50303-6098	SUNDANCE GREENS; JUN 2024		2,011.00			
411-43100-50303-6120	SUNDANCE GREENS-LENNAR; JUN 2024		5,795.50			
411-43100-50303-6131	MTL COMPANIES; JUN 2024		2,326.75			
411-43100-50303-6140	INLAND GROUP; JUN 2024		123.00			
411-43100-50303-6192	RIVERVIEW VILLAS; JUN 2024		54.50			
411-43100-50303-6143	RIVERWALK; JUN 2024		645.75			
411-43100-50303-6150	THE CUBES OF FRENCH LAKE (CRG); JUN 2024		2,523.10			
411-43100-50303-6149	KWIK TRIP-MAPLE CT; JUN 2024		827.00			
411-43100-50303-6147	LEE PROPERTY; JUN 2024		4,464.37			
411-43100-50303-6167	CAPITAL PARTNERS; JUN 2024		450.00			
411-43100-50303-6180	NEIGHBORHOOD ON DAYTON PKWY; JUN 2024		6,077.50			
411-43100-50303-6170	SCHANY PROPERTIES; JUN 2024		1,353.25			

411-43100-50303-6165	OPUS; JUN 2024			3,586.25			
459-43100-50300-2001	WEST FRENCH LAKE RD IMPROV; JUN 2024			114.00			
601-49400-50303	DAYTON WATER COMP PLANS; JUN 2024			1,896.10			
602-49400-50303	DAYTON SEWER COMP PLANS; JUN 2024			1,896.10			
410-41900-50300	HAZARD MITIGATION GRANT PROGRAM; JUN 24			2,067.60			
414-41900-50303	DAYTON RIVER RD TURN LANE IMPROV.;JUN 24			7,954.54			
414-41900-50303	INTERSECTION INVENTORY & SAFETY; JUN 24			253.40			
415-41900-50300	DAYTON JORDAN & JAEGER DITCH; JUN 2024			3,256.80			
414-41900-50303	DAYTON 2024 MILL & OVERLAY; JUN 2024			1,062.75			
601-49400-50303	DAYTON HUD ENVIRONMENTAL;JUN 2024			3,183.20			
411-43100-50303-6119	ZACHARY VILLAS; JUN 2024			588.00			
411-43100-50303-6139	KWIK TRIP-CSAH 81; JUN 2024			818.50			
411-43100-50303-6142	ATLAS ACRES; JUN 2024			46.75			
411-43100-50303-6164	GRACO 2ND; JUN 2024			3,474.35			
411-43100-50303-6198	DAYTON TERRITORIAL/E FRENCH; JUN 2024			436.00			
411-43100-50303-6202	BLUESTONE; JUN 2024			327.00			
411-43100-50303-6203	DCM FARMS; JUN 2024			545.00			
411-43100-50303-6204	SCHANY PROPERTY(NORTH); JUN 2024			822.50			
414-41900-50303	DAYTON 2024 CHIP&FOG SEAL; JUN 2024			7,767.60			
408-45300-50303	DAYTON 2024 TRL IMPROVEMENTS; JUN 24			2,309.00			
<hr/>							
SUNBELT RENTALS	08/07/2024	08/13/2024		976.68	976.68	Open	N
PW; REPAIR/MAINT-CONCRETE PLANER	CHOYT						08/05/2024
101-43100-50220	PW; REPAIR/MAINT-CONCRETE PLANER			976.68			
<hr/>							
SWANK MOTION PICTURES, INC	07/26/2024	08/13/2024		865.00	0.00	Paid	Y
AC;OPERATING SUPPLIES-WIDESCREEN BLU-RA' CHOYT							07/23/2024
101-41910-50210	AC;OPERATING SUPPLIES-WIDESCREEN BLU-RAY			865.00			
<hr/>							
T MOBILE	08/05/2024	08/13/2024		959.22	959.22	Open	N
CH/PW; 990673180 CELL SVC JUN-JUL 2024	CHOYT						07/31/2024
101-43100-50321	PW; CELL SVC			583.23			
601-49400-50321	PW; CELL SVC			52.76			
602-49400-50321	PW; CELL SVC			52.77			
101-41910-50321	AC; CELL SVC			78.88			
101-41710-50321	PLANNING; CELL SVC			81.97			
101-41310-50320	CH;ADMINISTRATOR CELL SVC			39.23			
101-41420-50320	CH; CLERK CELL SVC			39.23			

101-41500-50320	CH; HOT SPOT			31.15			
T MOBILE	08/07/2024	08/13/2024	969.11	969.11	Open	N	
PD; 990673330 CELL SVC-JUL 2024	CHOYT						07/21/2024
101-42120-50320	PD; 990673330 CELL SVC-JUL 2024		969.11				
TASC	07/19/2024	08/13/2024	20.59	20.59	Open	N	
COBRA ADMIN FEE; SEPT 2024	CHOYT						07/18/2024
101-41810-50205	COBRA ADMIN FEE; SEPT 2024		20.59				
TIMESAVER OFF SITE SECRETARIAL. INC	08/05/2024	08/13/2024	650.00	650.00	Open	N	
MINUTES; CC WORK SESSION 7/9, CC 7/23	CHOYT						07/31/2024
101-41420-50300	MINUTES; CC WORK SESSION 7/9, CC 7/23		650.00				
TRANSPORT GRAPHICS	08/05/2024	08/13/2024	2,139.82	2,139.82	Open	N	
PD; SQUAD BUILD #2409	CHOYT						07/31/2024
401-42120-50580	PD; SQUAD BUILD #2409		2,139.82				
US GEOLOGICAL SURVEY	07/26/2024	08/13/2024	1,839.00	1,839.00	Open	N	
MISSISSIPPI RIVER STREAMGAGE; OCT 1 2023-SE	CHOYT						06/30/2024
101-42130-50220	MISSISSIPPI RIVER STREAMGAGE;2023-2024		1,839.00				
VEIT & COMPANY INC.	07/19/2024	08/13/2024	348.00	348.00	Open	N	
PW; ROLL OFF &FINAL PULL	CHOYT						07/11/2024
101-43100-50520	PW; ROLL OFF &FINAL PULL		348.00				
VERIZON WIRELESS	07/19/2024	08/13/2024	150.12	0.00	Paid	Y	
PW;CELL SERVICE;MCM SEWER JUN-JUL 2024	CHOYT						07/11/2024
602-49400-50321	PW;CELL SERVICE;MCM SEWER		150.12				
VESSCO INC	07/19/2024	08/13/2024	700.00	700.00	Open	N	
PW; PROFESSIONAL DEVELOPMENT	CHOYT						07/17/2024
601-49400-50208	PW; PROFESSIONAL DEVELOPMENT		700.00				
WESTSIDE WHOLESALE, INC	08/02/2024	08/13/2024	658.40	658.40	Open	N	
PW; REPAIR/MAINT.-F550 TIRES	CHOYT						07/31/2024
101-43100-50220	PW; REPAIR/MAINT.-F550 TIRES		658.40				

	WESTSIDE WHOLESALE, INC PW; REPAIR/MAINT. -TUBE 101-43100-50220	PW; REPAIR/MAINT. CHOYT	08/07/2024 08/13/2024	153.18	153.18	Open	N	08/07/2024
				153.18				
	XCEL ENERGY 51-0013348079-5; 14430 ; JUN-JUL 2024 101-45200-50381	07/19/2024 CHOYT	08/13/2024	43.46	0.00	Paid	Y	06/30/2024
		51-0013348079-5; 14430 ; JUN-JUL 2024		43.46				
	XCEL ENERGY 51-0014712973-2; SIREN; JUN-JUL 2024 101-42130-50381	07/19/2024 CHOYT	08/13/2024	0.15	0.00	Paid	Y	06/30/2024
		51-0014712973-2; SIREN; JUN-JUL 2024		0.15				
	XCEL ENERGY 51-4585810-2 S DIA LK; JUN-JUL 2024 101-43100-50381	07/24/2024 CHOYT	08/13/2024	163.50	0.00	Paid	Y	06/30/2024
		51-4585810-2 S DIA LK; JUN-JUL		25.47				
	602-49400-50381	51-4585810-2 LAWNDAL E; JUN-JUL		127.51				
	602-49400-50381	51-4585810-2 PRO LGT; JUN-JUL		10.52				
	XCEL ENERGY 51-0012400696-3;RUSH CR; JUN-JUL 2024 101-45200-50381	07/24/2024 CHOYT	08/13/2024	21.90	0.00	Paid	Y	07/18/2024
		51-0012400696-3;RUSH CR; JUN-JUL		21.90				
	XCEL ENERGY 51-5815803-3 F SIREN;JUN-JUL 2024 101-42130-50381	07/24/2024 CHOYT	08/13/2024	3.87	0.00	Paid	Y	07/18/2024
		51-5815803-3 F SIREN;JUN-JUL		3.87				
	XCEL ENERGY 51-9348440-7 TROY ST LGT; JUL 2024 101-43100-50230	08/02/2024 CHOYT	08/13/2024	74.52	74.52	Open	N	07/30/2024
		51-9348440-7 TROY ST LGT; JUL 2024		74.52				
	XCEL ENERGY 51-8556975-3 TERR ST LGT; JUL 2024 101-43100-50230	08/02/2024 CHOYT	08/13/2024	395.58	395.58	Open	N	07/30/2024
		51-8556975-3 TERR ST LGT; JUL 2024		395.58				
	XCEL ENERGY 51-8932050-3 CR81; JUL 2024 101-43100-50230	08/02/2024 CHOYT	08/13/2024	82.50	82.50	Open	N	07/30/2024
		51-8932050-3 CR81; JUL 2024		82.50				

XCEL ENERGY	08/05/2024	08/13/2024	51.71	51.71	Open	N
51-0013433188-8; 18432 UNIT SIGNAL; JUL 2024	CHOYT					07/31/2024
101-43100-50230	51-0013433188-8; 18432 UNIT SIGNAL; JUL		51.71			
XCEL ENERGY	08/05/2024	08/13/2024	27.70	27.70	Open	N
51-0013433058-1; BROCKTON SIGNAL; JUL 2024	CHOYT					07/31/2024
101-43100-50230	51-0013433058-1; BROCKTON SIGNAL; JUL		27.70			
XCEL ENERGY	08/05/2024	08/13/2024	32.02	32.02	Open	N
51-0014297205-1; U.PASS W/RH PKWY; JUN 2024	CHOYT					06/30/2024
101-43100-50230	51-0014297205-1; U.PASS W/RH PKWY; JUN		32.02			
XCEL ENERGY	08/05/2024	08/13/2024	31.91	31.91	Open	N
51-0013433412-1; HWY 94 LGT; JUL 2024	CHOYT					07/31/2024
101-43100-50230	51-0013433412-1; HWY 94 LGT; JUL 2024		31.91			
XCEL ENERGY	08/05/2024	08/13/2024	86.76	86.76	Open	N
51-0013433327-7; UNIT SIGNAL; JUL 2024	CHOYT					07/31/2024
101-43100-50230	51-0013433327-7; UNIT SIGNAL; JUL 24		86.76			
XCEL ENERGY	08/07/2024	08/13/2024	87.44	87.44	Open	N
51-0011913119-1; LIFT CLOQUET; JUL 2024	CHOYT					07/31/2024
602-49400-50381	51-0011913119-1; LIFT CLOQUET; JUL 2024		87.44			
XCEL ENERGY	08/07/2024	08/13/2024	118.29	118.29	Open	N
51-0013433364-2; ST LGT; JUL 2024	CHOYT					07/31/2024
101-43100-50230	51-0013433364-2; ST LGT; JUL 2024		118.29			
XCEL ENERGY	08/07/2024	08/13/2024	931.79	931.79	Open	N
51-6111142-2 ST LGT -JUL 2024	CHOYT					08/05/2024
101-43100-50230	51-6111142-2 ST LGT -JUL 2024		931.79			
XCEL ENERGY	08/07/2024	08/13/2024	30.79	30.79	Open	N
51-5420841-2 JUL 2024	CHOYT					07/31/2024
101-43100-50230	51-5420841-2 JUL 2024		30.79			
ZIEGLER INC	07/19/2024	08/13/2024	45.00	45.00	Open	N
PW; REPAIR/MAINT	CHOYT					07/18/2024

101-43100-50220	PW; REPAIR/MAINT		45.00				
ZIEGLER INC		08/02/2024	08/13/2024	35.80	35.80	Open	N
PW; REPAIR/MAINT		CHOYT					07/31/2024
101-43100-50220	PW; REPAIR/MAINT			35.80			
# of Invoices:	220	# Due: 205	Totals:	657,953.90	648,430.78		
# of Credit Memos:	0	# Due: 0	Totals:	0.00	0.00		
Net of Invoices and Credit Memos:				657,953.90	648,430.78		
* 5 Net Invoices have Credits Totalling:				(3,722.59)			
--- TOTALS BY FUND ---							

101 - GENERAL FUND	181,264.51	174,855.99
225 - EDA	147.00	147.00
226 - CABLE	1,875.00	1,875.00
348 - 2009A & 2010 W FRENCH LK RD	44,166.74	44,166.74
401 - CAPITAL EQUIPMENT	9,138.73	9,138.73
408 - PARK TRAIL DEVELOPMENT	2,309.00	2,309.00
410 - CAPITAL FACILITIES	2,067.60	2,067.60
411 - DEVELOPER ESCROWS	46,561.82	46,561.82
414 - PAVEMENT MANAGEMENT AND IMPROVEMENTS	22,615.89	22,615.89
415 - STORMWATER	9,436.20	9,436.20
420 - LANDSCAPE ESCROWS	114,000.00	114,000.00
435 - TIF 16 SAND COMPANIES	16,210.14	16,210.14
459 - 2022 TIF STREET IMPROVEMENTS	114.00	114.00
477 - TIF 15 FRENCH LK IND PK	68,991.59	68,991.59
601 - WATER FUND	71,761.87	69,167.22
602 - SEWER FUND	67,293.81	66,773.86

--- TOTALS BY DEPT/ACTIVITY ---

00000 -	151,529.98	151,529.98
40500 - Charges for Service	25.00	25.00
41110 - Council	379.50	379.50
41310 - Administration	39.23	39.23
41410 - Elections	242.50	242.50
41420 - City Clerk	689.23	689.23

41500 - Finance	317.51	317.51
41630 - Engineering Services	8,772.78	8,772.78
41640 - Legal Services	7,404.38	7,404.38
41650 - Recycling Services	784.97	784.97
41660 - Inspection Service	32,524.42	32,524.42
41710 - Plannning & Economic Dev	360.60	360.60
41810 - Central Services	5,475.90	5,324.63
41820 - Information Technology	8,091.00	7,549.00
41900 - General Govt	165,363.16	165,363.16
41910 - Activity Center	2,433.98	1,513.71
42120 - Patrol and Investigate	20,226.38	20,226.38
42130 - Emergency Mgmt	1,881.52	1,839.00
42140 - Animal Control	194.00	194.00
42260 - Fire Suppression	29,630.52	29,177.42
43100 - Public Works	103,030.12	98,796.12
45200 - Parks	8,867.94	8,802.58
45300 - Trail Development	2,309.00	2,309.00
49400 - Utilities	106,241.84	103,127.24
49999 - Contingency	1,138.44	1,138.44

PRESENTER: Marty Farrell

ITEM: Well Head treatment pay application #9 from Magney Construction

PREPARED BY: Marty Farrell

POLICY DECISION/ACTION TO BE CONSIDERED: Payment of Pay Application #9 for \$27,835.00.

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

BUDGET IMPACT:

The total Magney Contract budget	\$7,256,700.00
Change Order #1	\$33,873.28
Change Order #2	\$45,000.00
Total previous payments	\$2,434,021.84
Magney construction pay application #9	\$27,835.00
Total remaining Magney Contract budget	\$4,873,716.44
Total remaining project budget	\$5,541,633.69
Total remaining project contingency	\$321,126.72

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

RECOMMENDATION: Accept pay application #9 from Magney Construction for \$27,835.00.

ATTACHMENT(S): Project balance sheet and Pay application #9

[illegible]

AS OF 7-31-24		
Contract Balances to Project Close Out		
Magney	\$	4,873,716.44
B&V	\$	313,083.03
AET	\$	33,707.50
Remaining Contract Balances Total	\$	5,220,506.97
Project Starting Balance	\$	8,194,300.00
Minus total pay apps to date	\$	(2,652,666.31)
Remaining Project Balance	\$	5,541,633.69
Remaining Project Balance	\$	5,541,633.69
Minus remaining Contract Balances	\$	(5,220,506.97)
Contingency	\$	321,126.72

To (Owner): City of Dayton, MN	Application Period: 6/1/2024 - 7/1/2024	Application Date: 7/1/2024
Project Name: Dayton Filtration Plant Wells 4 & 5	From (Contractor): Magney Construction, Inc.	Via (Engineer): Black & Veatch
Owner's Contract No.:	Contract: All Construction	
	Contractor's Project No.: 00604	Engineer's Project No.: 414098

		Approved Change Orders	
No.		Additions	Deductions
CO-1	\$	33,873.28	
CO-2	\$	45,000.00	
TOTALS	\$	78,873.28	
NET CHANGE BY CHANGE ORDERS		\$	78,873.28

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

Schedule of Values For: Dayton, MN - Filtration Plant Wells 4 & 5

Consulting Engineer: Black & Veatch
Project No.: 414098
Contract No.:
General Contractor: Magney Construction, Inc.

Submitted By: Magney Construction, Inc.

1401 Park Road
Chambers, MN 55317

Application No.: 09
Date of Application: 7/12/2024
Work Completed Through: 7/12/2024

ITEM	Spec Section	Description of Work	Scheduled Value	C From Previous Application (C+D)	D THIS PERIOD	E Materials Presently stored (not in column D)	F Total Completed and Stored to Date (C+D+E)	% Complete	G Balance to Finish	H Retainage (5%)
01000		Mobilization	\$ 220,100.00	\$ 110,050.00		\$	\$ 110,050.00	50%	\$	\$ 5,502.50
01001		General Conditions	\$ 390,600.00	\$ 149,876.00		\$	\$ 149,876.00	38%	\$ 240,724.00	\$ 7,493.80
01002		Supervision	\$ 178,000.00	\$ 82,307.14		\$	\$ 82,307.14	46%	\$ 95,692.86	\$ 4,115.36
01003		Bond & Insurance	\$ 78,900.00	\$ 78,900.00		\$	\$ 78,900.00	100%	-	\$ 3,945.00
02050		Selective Site Demolition	\$ 17,200.00	-		\$	-	0%	\$ 17,200.00	\$ -
02100		Clearing & Grubbing	\$ 9,800.00	\$ 9,800.00		\$	\$ 9,800.00	100%	-	\$ 490.00
02202		Excavation & Backfill	\$ 252,100.00	\$ 246,100.00		\$	\$ 246,100.00	98%	\$ 6,000.00	\$ 12,305.00
02203		Earth Retention System	\$ 68,700.00	\$ 68,700.00		\$	\$ 68,700.00	100%	-	\$ 3,435.00
02512		Asphalt Pavement	\$ 22,000.00	-		\$	-	0%	\$ 22,000.00	\$ -
02600		Site Utilities	\$ 220,000.00	\$ 8,580.00		\$	\$ 8,580.00	4%	\$ 211,420.00	\$ 423.00
02900		Finish Grade	\$ 12,500.00	-		\$	-	0%	\$ 12,500.00	\$ -
02930		Seeding & Sodding	\$ 6,000.00	-		\$	-	0%	\$ 6,000.00	\$ -
03200		Concrete Reinforcement	\$ 282,700.00	\$ 265,479.58		\$	\$ 265,479.58	94%	\$ 17,220.42	\$ 13,273.98
03300		Cast-in-Place Concrete	\$ 736,400.00	\$ 667,332.74		\$	\$ 667,332.74	91%	\$ 69,067.26	\$ 33,366.64
04200		Masonry	\$ 326,000.00	-		\$	-	0%	\$ 326,000.00	\$ -
05000		Metal Framing & Misc. Metals	\$ 201,100.00	\$ 6,031.28		\$	\$ 6,031.28	3%	\$ 195,068.72	\$ 301.56
06100		Rough Carpentry	\$ 22,300.00	\$ 12,288.46		\$	\$ 12,288.46	55%	\$ 10,011.54	\$ 614.42
07185		Masonry Water Repellent Coating	\$ 8,000.00	-		\$	-	0%	\$ 8,000.00	\$ -
07200		Thermal Insulation	\$ 18,900.00	-		\$	-	0%	\$ 18,900.00	\$ -
07270		Fluid Applied Membrane Air Barrier	\$ 15,300.00	-		\$	-	0%	\$ 15,300.00	\$ -
07415		Standing-Seam Metal Roofing	\$ 107,000.00	\$ 2,500.00		\$	\$ 2,500.00	2%	\$ 104,500.00	\$ 125.00
07900		Joint Sealants	\$ 11,500.00	-		\$	-	0%	\$ 11,500.00	\$ -
08115		FRP Doors & Frames	\$ 40,500.00	-		\$	-	0%	\$ 40,500.00	\$ -
8120		Flush Aluminum Frames	\$ 15,500.00	-		\$	-	0%	\$ 15,500.00	\$ -
08305		Access Doors & Hatches	\$ 17,300.00	-		\$	-	0%	\$ 17,300.00	\$ -
08800		Glass & Glazing	\$ 3,500.00	-		\$	-	0%	\$ 3,500.00	\$ -
09940		Painting / Coatings	\$ 103,100.00	-		\$	-	0%	\$ 103,100.00	\$ -
10200		Covers	\$ 3,500.00	-		\$	-	0%	\$ 3,500.00	\$ -
11150		Submersible Pumps	\$ 42,000.00	-		\$	-	0%	\$ 42,000.00	\$ -
11170		Horizontal Pressure Filters	\$ 2,204,240.00	\$ 532,248.75		\$	\$ 532,248.75	24%	\$ 1,671,991.25	\$ 26,612.44
11271		Regenerative Blower	\$ 78,700.00	-		\$	-	0%	\$ 78,700.00	\$ -
11370		Floating Decanters	\$ 95,000.00	-		\$	-	0%	\$ 95,000.00	\$ -
11530		Static Mixer	\$ 25,000.00	-		\$	-	0%	\$ 25,000.00	\$ -
11630		Compressed Air Equipment	\$ 50,000.00	-		\$	-	0%	\$ 50,000.00	\$ -
14621		Manorial Chain Hoists	\$ 16,510.00	-		\$	-	0%	\$ 16,510.00	\$ -
15010		Valves	\$ 56,600.00	\$ 48,387.70		\$	\$ 48,387.70	85%	\$ 8,217.30	\$ 2,419.14
15061		Process Pipe & Fittings	\$ 384,500.00	\$ 106,628.60		\$	\$ 106,628.60	28%	\$ 277,871.40	\$ 5,331.43

15064	Stainless Steel Pipe	\$	24,000.00	\$	-					\$	-	0%	\$	24,000.00	\$	-
15250	Mechanical Insulation	\$	5,040.00	\$	-					\$	-	0%	\$	5,040.00	\$	-
15400	Plumbing - General Conditions	\$	11,820.00	\$	2,623.00					\$	2,623.00	22%	\$	9,197.00	\$	131.15
15400.1	Plumbing - Permits/Inspections	\$	2,595.00	\$	2,595.00					\$	2,595.00	100%	\$	-	\$	128.75
15400.2	Plumbing - Below Grade Piping & Fixtures	\$	17,015.00	\$	12,915.00					\$	12,915.00	76%	\$	4,100.00	\$	645.75
15400.3	Plumbing - Above Grade Waste & Vent	\$	6,975.00	\$	-					\$	-	0%	\$	6,975.00	\$	-
15400.4	Plumbing - Gas Piping	\$	8,260.00	\$	-					\$	-	0%	\$	8,260.00	\$	-
15400.5	Plumbing - Water Piping & Fixtures Above Grade	\$	22,835.00	\$	-					\$	-	0%	\$	22,835.00	\$	-
15500	HVAC - General Conditions	\$	8,955.00	\$	-					\$	-	0%	\$	8,955.00	\$	-
15500.1	HVAC - Test & Balance	\$	770.00	\$	-					\$	-	0%	\$	770.00	\$	-
15500.2	HVAC - Ductwork Insulation	\$	1,650.00	\$	-					\$	-	0%	\$	1,650.00	\$	-
15500.3	HVAC - Controls	\$	28,500.00	\$	-					\$	-	0%	\$	28,500.00	\$	-
15500.4	HVAC - Ductwork Labor	\$	4,500.00	\$	-					\$	-	0%	\$	4,500.00	\$	-
15500.5	HVAC - Ductwork Material	\$	4,500.00	\$	-					\$	-	0%	\$	4,500.00	\$	-
15500.6	HVAC - Equipment Labor	\$	11,000.00	\$	-					\$	-	0%	\$	11,000.00	\$	-
15500.7	HVAC - Equipment Material	\$	16,600.00	\$	-					\$	-	0%	\$	16,600.00	\$	-
15500.8	HVAC - Refrigerant Piping Labor	\$	3,100.00	\$	-					\$	-	0%	\$	3,100.00	\$	-
15500.9	HVAC - Refrigerant Piping Material	\$	750.00	\$	-					\$	-	0%	\$	750.00	\$	-
16050	Electrical - General Conditions & Temp Power	\$	25,085.00	\$	840.00					\$	840.00	3%	\$	24,245.00	\$	42.00
16050.1	Electrical - Electrical Work	\$	263,633.00	\$	37,500.00					\$	37,500.00	14%	\$	226,133.00	\$	1,875.00
16050.2	Electrical - Electrical Equipment Installation	\$	20,000.00	\$	-					\$	-	0%	\$	20,000.00	\$	-
16050.3	Electrical - MCC Installation	\$	15,000.00	\$	-					\$	-	0%	\$	15,000.00	\$	-
16050.4	Electrical - Lighting Protection	\$	11,560.00	\$	-					\$	-	0%	\$	11,560.00	\$	-
16050.5	Electrical - Control Systems	\$	401,707.00	\$	99,200.00					\$	99,200.00	25%	\$	302,507.00	\$	4,960.00
CO-1	Added Valves	\$	33,873.28	\$	-					\$	-	0%	\$	33,873.28	\$	-
CO-2	De-mobilization & Re-mobilization	\$	45,000.00	\$	11,250.00					\$	11,250.00	90%	\$	4,450.00	\$	2,027.50
		\$	-	\$	-					\$	-	#DIV/0!	\$	-	\$	-
	TOTALS	\$	7,335,571.28	\$	2,562,128.25	\$	29,300.00	\$	-	\$	2,591,428.25	35%	\$	4,744,143.03	\$	129,571.41

PRESENTER: Marty Farrell

ITEM: Well Head treatment Change Order #2 from Magney Construction

PREPARED BY: Marty Farrell

POLICY DECISION/ACTION TO BE CONSIDERED: Change Order #2 For Demobilization and remobilization of site equipment and facilities, due to pause in project for Environmental review decision. A total unbudgeted cost of \$45,000.

BACKGROUND: The Change Order describes demobilizing and remobilizing equipment to site for pause due to Environmental Review needed to access Federal funding.

BUDGET IMPACT:

The total Magney Contract budget excluding Change Orders	\$7,256,700.00
Total Magney Contract including Changer Order #1 & #2	\$7,335,573.28
Total remaining Magney Contract budget including Change Orders	\$4,873,716.44
Project starting budget	\$8,194,300.00
Total payments to date	\$2,652,666.31
Total remaining project budget including CO#1 & 2	\$5,541,633.69
Total remaining contingency	\$321,126.72

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

RECOMMENDATION: Approve change order #2 from Magney Construction for \$45,000.

ATTACHMENT(S): Change Order #2, budget spreadsheets

[illegible]

AS OF 7-31-24		
Contract Balances to Project Close Out		
Magney	\$	4,873,716.44
B&V	\$	313,083.03
AET	\$	33,707.50
Remaining Contract Balances Total	\$	5,220,506.97
Project Starting Balance	\$	8,194,300.00
Minus total pay apps to date	\$	(2,652,666.31)
Remaining Project Balance	\$	5,541,633.69
Remaining Project Balance	\$	5,541,633.69
Minus remaining Contract Balances	\$	(5,220,506.97)
Contingency	\$	321,126.72

WORK CHANGE DIRECTIVENo. 02DATE OF ISSUANCE 07/17/2024

EFFECTIVE DATE _____

Owner: City of Dayton, MNContractor: Magney Construction, Inc.Contract: Dayton Filtration Plant Wells 4 & 5Project: City of Dayton Filtration Plant Wells 4 & 5Engineer's Project No.: 414098

Contractor is directed to proceed promptly with the following change(s):

Description:

Demobilize equipment and temporary facilities from the project site while the project is paused for environmental review. When the environmental review is complete and the City provides notification to restart the work, remobilize equipment and temporary facilities to the site in order to restart the work.

Attachments:

Change Order Request (COR) No. 2 – Demobilize & Remobilize

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes in Contract Price and Contract Times, is issued due to:

- ☐ Non-Agreement on pricing of proposed change.
☒ Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Estimated increase (decrease) in Contract Price:

Estimated increase (decrease) in
Contract Times:\$ 45,000.00.Substantial Completion: 0 days;Ready for final payment: 0 days.

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Basis of estimated change in Contract Price:

- ☐ Unit Price
☒ Lump Sum
☐ Cost of the Work
☐ Other

AUTHORIZED BY:

Owner (Authorized Signature)

Title: _____

Date: _____



Proposal

SEND TO		FROM
Company Name Black & Veatch		Magney Representative Dan Fuhrman
Attention Benjamin Clapp, PE		Date 7/8/2024
Fax	Phone: (952) 896-0702	Proposal # COR.No. 02 - De-Mobilize & Re-Mobilize

Urgent	Please Comment	Please Review	For your Information
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Total pages, including cover: 1

COMMENTS

Dear Mr. Clapp, PE

Magney Construction, Inc. is pleased to present the following cost for the necessary labor, material, and equipment to de-mobilize from the water treatment plant site due to the project pause. The cost also includes re-mobilizing to the site once the project resumes.

DEMOLIBLIZE SITE: Loading, offloading, and trucking connex boxes, job trailer, skid steer, front loader, excavator, crane, disconnect trailer power, remove temp toilet	\$	22,500.00
REMOBILIZE SITE: Loading, offloading, and trucking connex boxes, job trailer, skid steer, front loader, excavator, crane, reconnect trailer power, re-mobilize temp toilet	\$	22,500.00
Subtotal:	\$	45,000.00
Contractor's Overhead:	\$	-
Bond & Insurance Premium:	\$	-
TOTAL	\$	45,000.00

Additional Working Days Required for this Change	
--	--

We are requesting written approval prior to proceeding with this change.

Notes: All work to take place during the work week (no weekend or holiday work). No testing, winter conditions, painting, electrical, or mechanical not listed (above/attached) are included. If this work can take place concurrently with the other work in the contract documents, and current sequence of work, then additional supervision time will not be needed - if it is required, additional supervision cost will need to be added.

Please review and contact me if you have any questions.

Thank You,

Daniel Fuhrman
Project Manager

Accepted By:

Date:

PRESENTER: Marty Farrell

ITEM: Approval of Quote from Midwest Machinery for purchase of a Flail Mower compatible with existing John Deere 4066R utility tractor, for a total purchase price of \$6,930.



PREPARED BY: Marty Farrell

POLICY DECISION / ACTION TO BE CONSIDERED: Purchase of a flail mower from Midwest Machinery.

BACKGROUND: Staff has included a flail mower on the 2024 CIP, Staff have identified a need for a smaller flail mower to maintain storm ponds and to maintain along trails where ground is too steep for a regular mower to access. Storm ponds are difficult to access as the access points can be difficult to maneuver often between houses along an easement, or adjacent to fence lines. This mower will be robust enough to remove the volunteer tress that can take over the pond perimeters and need to be removed to keep the pond operating properly.

CRITICAL ISSUES: Mowing efficiency and flexibility, storm pond maintenance.

BUDGET IMPACT: CIP budgeted \$15,000 for 2024, actual cost of the flail mower is \$6,930 \$8,070 under budget.

RECOMMENDATION: To approve the purchase of the flail mower from Midwest Machinery for \$6,930.

ATTACHMENT(S): Cost comparison sheet, quotes from Midwest Machinery, and Minnesota Equipment.

2024 FLAIL Mower Purchase			
Item Description		Midwest Machinery	MN Equipment
Base Unit		\$ 8,310.00	\$ 6,814.20
Wheel Weights + spare blades Options		\$ 1,130.58	\$ 865.76
Freight and set up		\$ 475.00	
		\$ 9,915.58	\$ 7,679.96
Customer Discount		\$ (2,985.58)	
Total Purchase Price		\$ 6,930.00	\$ 7,679.96
CIP Budget			
CIP Budgeted		\$ 15,000.00	
Low Bid		\$ (6,930.00)	
Under Budget		\$ 8,070.00	
* Discount is built into the price quoted			



Quote Id: 31096972

Prepared For:
CITY OF DAYTON



Prepared By: **Saterbak David**
Midwest Machinery Co.
5845 Keats Avenue Sw
Howard Lake, MN 55349
Tel: 320-543-2170
Fax: 320-543-2482
Email: dsaterbak@mmcj.com

Date: 04 June 2024

Offer Expires: 30 August 2024

Confidential



Quote Summary

Prepared For:

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

Prepared By:

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

Quote Id: 31096972
Created On: 04 June 2024
Last Modified On: 15 July 2024
Expiration Date: 30 August 2024

Equipment Summary	Selling Price	Qty	Extended
Frontier FL1163S - 63" FLAIL MOWER (SIDE OFFSET)	\$ 6,930.00 X	1 =	\$ 6,930.00
Equipment Total			\$ 6,930.00

Quote Summary

Equipment Total	\$ 6,930.00
SubTotal	\$ 6,930.00
Total	\$ 6,930.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 6,930.00

Salesperson : X _____

Accepted By : X _____

Confidential



Selling Equipment



Quote Id: 31096972

Customer: CITY OF DAYTON

Frontier FL1163S - 63" FLAIL MOWER (SIDE OFFSET)				
Hours:				
Stock Number:				
				Selling Price
				\$ 6,930.00
Code	Description	Qty	Unit	Extended
04M1XF	FL1163S - 63" FLAIL MOWER (SIDE OFFSET)	1	\$ 8,310.00	\$ 8,310.00
Standard Options - Per Unit				
0202	United States	1	\$ 0.00	\$ 0.00
0409	English	1	\$ 0.00	\$ 0.00
	Standard Options Total			\$ 0.00
Dealer Attachments				
T19293	Weight, rear wheel	2	\$ 200.97	\$ 401.94
03H1786	Bolt, round head square neck	16	\$ 9.46	\$ 151.36
24M7241	Washer, metallic, round hole	16	\$ 2.19	\$ 35.04
14H1039	Nut, hex	16	\$ 2.64	\$ 42.24
	Blades	1	\$ 500.00	\$ 500.00
	Dealer Attachments Total			\$ 1,130.58
Other Charges				
	Freight	1	\$ 175.00	\$ 175.00
	Setup	1	\$ 300.00	\$ 300.00
	Other Charges Total			\$ 475.00
	Suggested Price			\$ 9,915.58
Customer Discounts				
	Customer Discounts Total		\$ -2,985.58	\$ -2,985.58
Total Selling Price				\$ 6,930.00



Quote Id: 30516822

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

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

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

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

Prepared For:

CITY OF DAYTON



Proposal For:

Delivering Dealer:

Shane Fisher

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

763-428-4107
rogerssales@mnequip.com

Quote Prepared By:

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


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

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

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

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

Quote Summary
Prepared For:

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

Delivering Dealer:

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

Quote ID: 30516822

Created On: 11 March 2024

Last Modified On: 16 July 2024

Expiration Date: 31 March 2024

Equipment Summary	Selling Price	Qty	Extended
Frontier FL1163S - 63" FLAIL MOWER (SIDE OFFSET) Contract: Sourcewell Ag Tractors 082923-DAC (PG 1P CG 70) Price Effective Date: July 15, 2024	\$ 6,814.20 X	1 =	\$ 6,814.20
Frontier HAMMER BLADE SET X 22 Contract: Sourcewell Ag Tractors 082923-DAC (PG 1P CG 70) Price Effective Date:	\$ 431.76 X	1 =	\$ 431.76
JOHN DEERE 4066R WHEEL WEIGHTS 110LBS WITH BOLTS STACKABLE X QUANTITY NEEDED Contract: Sourcewell Ag Tractors 082923-DAC (PG 1P CG 70) Price Effective Date:	\$ 434.00 X	1 =	\$ 434.00
Equipment Total			\$ 7,679.96

* Includes Fees and Non-contract items

Quote Summary

Equipment Total \$ 7,679.96

Trade In

SubTotal \$ 7,679.96



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

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

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

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

Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 7,679.96
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 7,679.96



Selling Equipment



Quote Id: 30516822 Customer Name: CITY OF DAYTON

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

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

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

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

Frontier FL1163S - 63" FLAIL MOWER (SIDE OFFSET)

Hours:

Stock Number:

Contract: Sourcewell Ag Tractors 082923-DAC (PG 1P CG 70)

Selling Price *
\$ 6,814.20

Price Effective Date: July 15, 2024

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

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
04M1XF	FL1163S - 63" FLAIL MOWER (SIDE OFFSET)	1	\$ 8,310.00	18.00	\$ 1,495.80	\$ 6,814.20	\$ 6,814.20
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Total Selling Price			\$ 8,310.00		\$ 1,495.80	\$ 6,814.20	\$ 6,814.20

Frontier HAMMER BLADE SET X 22

Equipment Notes:

Hours: 0

Stock Number:

Selling Price *
\$ 431.76

Contract: Sourcewell Ag Tractors 082923-DAC (PG 1P CG 70)

Price Effective Date:

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

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1		1	\$ 1.00	22.00	\$ 0.22	\$ 0.78	\$ 0.78
Dealer Attachments/Non-Contract/Open Market							
5MH0740 0950	HAMMER BLADE	22	\$ 15.00	0.00	\$ 0.00	\$ 330.00	\$ 330.00
5MHF012 30084	BLADE NUIT	22	\$ 0.60	0.00	\$ 0.00	\$ 13.20	\$ 13.20



Selling Equipment



Quote Id: 30516822 Customer Name: CITY OF DAYTON

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

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

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

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

5MHF201 BLADE BOLT 10091	22	\$ 3.99	0.00	\$ 0.00	\$ 87.78	\$ 87.78
Dealer Attachments Total		\$ 430.98		\$ 0.00	\$ 430.98	\$ 430.98
Total Selling Price		\$ 431.98		\$ 0.22	\$ 431.76	\$ 431.76

JOHN DEERE 4066R WHEEL WEIGHTS 110LBS WITH BOLTS STACKABLE

Equipment Notes:

Hours: 0

Stock Number:

Selling Price *

Contract: Sourcewell Ag Tractors 082923-DAC (PG 1P CG
70)

\$ 434.00

Price Effective Date:

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

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1		1	\$ 434.00	0.00	\$ 0.00	\$ 434.00	\$ 434.00
Total Selling Price			\$ 434.00		\$ 0.00	\$ 434.00	\$ 434.00

PRESENTER:

Jason Quisberg

ITEM:

Reduction of the Letter of Credit (LOC) for the 8th Addition of the River Hills Development.

PREPARED BY:

Jason Quisberg, Engineering
Nick Findley, Engineering

POLICY DECISION / ACTION TO BE CONSIDERED:

Reduction of the letter of credit for public improvements for the 8th Addition of the River Hills Development.

BACKGROUND:

Work in the 8th of the River Hills development has been completed through the paving of wear course asphalt. With no work remaining a release of the LOC for 8th addition has been requested.

The current LOC balance for 8th Addition is \$50,000.00. We recommend reducing the LOC to an amount of \$0.00. LOC for River Hills 8th Addition would be released in the amount of \$50,000.00.

CRITICAL ISSUES:

There are no outstanding critical issues.

COMMISSION REVIEW / ACTION (IF APPLICABLE):

60/120-DAY RULE (IF APPLICABLE):

RELATIONSHIP TO COUNCIL GOALS:

BUDGET IMPACT:

None

RECOMMENDATION:

Staff recommends reducing the LOC for the 8th Addition of the River Hills Development by the amount of \$50,000.00 for a remaining balance of \$0.00.

ATTACHMENT(S):

ITEM:

Resolution 34-2024; Approving the Final Plat of Sundance Greens 11th Addition, and Development Agreement

APPLICANT:

Tom Dehn, Sundance Development, LLC

PREPARED BY:

Jon Sevald, Community Development Director

POLICY DECISION / ACTION TO BE CONSIDERED:

Motion to Approve the Final Plat of Sundance Greens 11th Addition, and Development Agreement

BACKGROUND:

Sundance Greens consists of 655 residential units, including single-family, twin-homes, quad-homes, senior apartments, and portions of Sunance golf course & entertainment center. The project is zoned R-3 Single Family and Attached Residential, and PUD Planned Unit Development. The project will be Finaled in stages. Preliminary Plat approval occurred in 2018.¹ The proposed 11th Addition consists of 31 single-family lots. The Development Agreement is in DRAFT form. Edits may occur after Council approval.

The Final Plat of Sundance Greens 11th Addition was previously approved on June 25, 2024. The Developer has since modified lot widths on Lots 1-12, Block 2. In other words, lot widths were reduced between 4" and 4'8" on 8 lots, to increase lot widths on 4 lots to fit three car garages. All lots comply with minimum 55' lot widths.

CRITICAL ISSUES:

None.

COMMISSION REVIEW / ACTION (IF APPLICABLE):

N/A

60/120-DAY RULE (IF APPLICABLE):

	60-Days	120-Days
Final Plat	Sep 27, 2024	Nov 29, 2024

RELATIONSHIP TO COUNCIL GOALS:

Create a Sought After Community

RECOMMENDATION:

Staff recommends Approval

ATTACHMENT(S):

¹ Resolution 23-2018

CITY COUNCIL REGULAR MEETING

Aerial Photo
Resolution 34-2024
Development Agreement
Final Plat

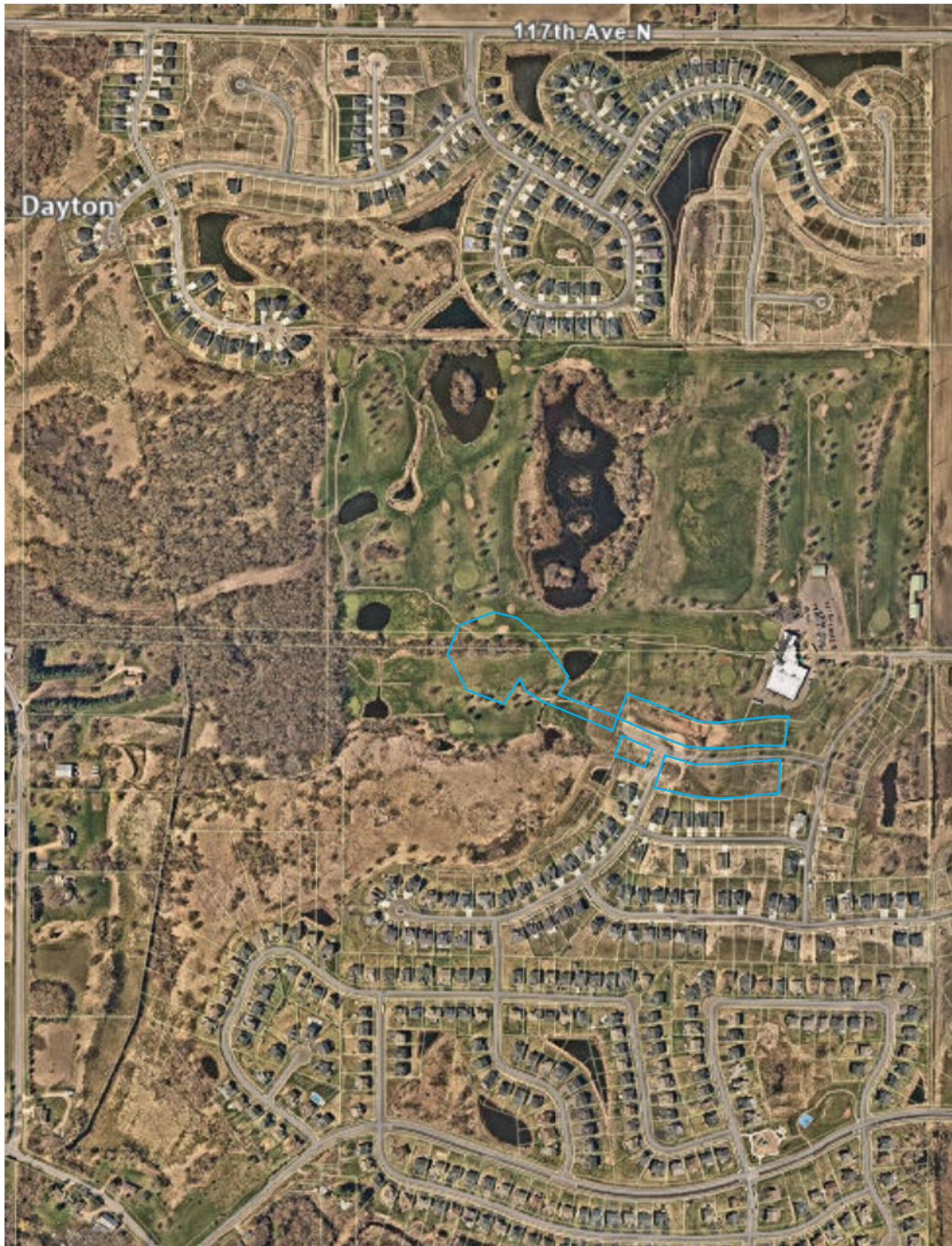


Sundance Greens 11th Addition, 112th Ave temporary cul-de-sac, looking west (photo Aug 7, 2024).



Sundance Greens 11th Addition, atop west dirt mound, looking west (photo August 7, 2024).

Aerial Photo



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

RESOLUTION No. 34-2024

**APPROVAL OF THE FINAL PLAT OF SUNDANCE GREENS ELEVENTH ADDITION,
AND DEVELOPMENT AGREEMENT**

WHEREAS, Sundance Development, LLC (Developer) has applied for approval of the Final Plat of Sundance Greens Eleventh Addition, consisting of 31 single-family lots; and,

WHEREAS, the property is legally described as:

That part of the Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 33, Township 120, Range 22, Hennepin County, Minnesota, described as follows: Beginning at the northwest corner of Outlot A, SUNDANCE GREENS NINTH ADDITION, according to the recorded plat thereof; thence South 19 degrees 59 minutes 21 minutes West, along the west line of said plat, a distance of 115.24 feet to the southwest corner of said Outlot A, being the point of beginning; thence North 67 degrees 04 minutes 11seconds West a distance of 313.16 feet; thence North 29 degrees 31 minutes 05 seconds East a distance of 97.96 feet; thence North 34 degrees 30 minutes 22 seconds West a distance of 258.80 feet; thence North 53 degrees 16 minutes 49 seconds West a distance of 144.63 feet; thence North 81 degrees 31 minutes 16 seconds West a distance of 123.47 feet; thence South 70 degrees 08 minutes 29 seconds West a distance of 171.26 feet; thence South 20 degrees 10 minutes 11seconds West a distance of 161.52 feet; thence South 28 degrees 35 minutes 52 seconds East a distance of 193.25 feet; thence South 71 degrees 08 minutes 31 seconds East a distance of 201.14 feet; thence North 31 degrees 21 minutes 37 seconds East a distance of 142.24 feet; thence South 26 degrees 31 minutes 50 seconds East a distance of 27.08 feet; thence southeasterly 116.74 feet along a tangential curve concave to the northeast having a radius of 165.00 feet and a central angle of 40 degrees 32 minutes 21seconds; thence South 67 degrees 04 minutes 11seconds East a distance of 400.26 feet to the southwest corner of 112th Ave North according to the recorded plat of said SUNDANCE GREENS NINTH ADDITION; thence North 19 degrees 59 minutes 21seconds East, along said west line of SUNDANCE GREENS NINTH ADDITION, a distance of 60.08 feet to the point of beginning.

AND

Outlots A and C, SUNDANCE GREENS NINTH ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota.

AND

Outlot A, SUNDANCE GREENS TENTH ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota.

WHEREAS, the Preliminary Plat was approved on March 28, 2018 (Resolution 23-2028); and,

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

WHEREAS, the City Council at its June 25, 2024 meeting considered the matter and approved the Final Plat subject to conditions, including a DRAFT Developer's Agreement; and,

WHEREAS, the Final Plat was revised (Lots 1 thru 12, Block 2). The City Council at its August 27, 2024 meeting considered the matter and approved the Final Plat subject to conditions, including a DRAFT Developer's Agreement; and,

NOW, THEREFORE, BE IT RESOLVED, the Dayton City Council makes the following:

FINDINGS

A. Chronology of Approvals:

Approved	Addition	Resolution/Ordinance	Title
September 8, 2016		Resolution 57-2016	Resolution Granting approval of Land Use Amendment
February 28, 2018		Ordinance 2018-08	Amending the Dayton Zoning Ordinance by Amending Districts Therein
March 28, 2018		Resolution 23-2018	Resolution Granting Preliminary Plat and General Development Plan Planned Unit Development for Sundance Greens
October 9, 2018	First	Resolution 54-2018	Granting Approval of a Final Plat and Development Agreement for Sundance Greens
January 23, 2019		Resolution 08-2019	Granting Final Development Plan Planned Unit Development (PUD) Approval, Final Plat Approval, and Development Agreement
May 28, 2019	Second	Resolution 33-2019	Approval of Developers Agreement with US Home Corporation for Sundance Greens Second Addition
November 26, 2019	Third	Resolution 66-2019	Granting Final Plat Approval, and Developers Agreement for Sundance Greens Third Addition
February 24, 2022		Resolution 19-2020	Granting Preliminary Plat Amendment and Planned Unit Development Amendment for a Portion of Sundance Greens
July 14, 2020	Fourth	Resolution 47-2020	Granting Approval of a Final Plat and Development Agreement for Sundance Greens 4 th Addition
April 13, 2021	Fifth	Resolution 23-2021	Granting Approval of a Final Plat and Development Agreement for Sundance Greens 5 th Addition
July 27, 2021	Sixth	Resolution 41-2021	Granting Approval of a Final Plat and Development Agreement for Sundance Greens 6 th Addition
January 25, 2022	Seventh	Resolution 11-2022	Granting Approval of a Final Plat for Sundance Greens 7 th Addition
January 25, 2022	Seventh	Resolution 15-2022	Granting Approval of a Development Agreement for Sundance Greens 7 th Addition
February 22, 2022	Eighth	Resolution 18-2022	Granting Approval of a Final Plat for Sundance Greens 8 th Addition
February 22, 2022	Eighth	Resolution 19-2022	Granting Approval of Development Agreement for Sundance Greens 8 th Addition

July 25, 2023	Ninth	Resolution 27-2023	Granting Approval of a Final Plat and Development Agreement for Sundance Greens 9 th Addition
April 23, 2024	Tenth	Resolution 18-2024	Approval of a Final Plat for Sundance Greens Tenth Addition
June 25, 2024	Eleventh	Resolution 34-2024	Approval of a Final Plat for Sundance Greens Eleventh Addition
August 12, 2024	Eleventh	Resolution 34-2024	Approval of a [revised] Final Plat for Sundance Greens Eleventh Addition

- B. On May 1, 2024, the Developer submitted the Final Plat prepared by Westwood Professional Services, including a Final Plat Application, fees and escrows, Final Plat, and Construction Plans.
- C. On July 29, 2024, the Developer submitted a revised Final Plat prepared by Westwood Professional Services, including a Final Plat and Construction Plans.
- D. The Final Plat will include private improvements consisting of site grading, installation of sanitary sewer, storm sewer, watermain, and other utilities. These improvements are detailed on plans drafted by Westwood Professional Services, hereinafter referred to as the “Construction Plans”.
- E. MN Statute 462.358 grants the City, for the purposes of protecting and promoting the public health, safety and general welfare, the authority to adopt subdivision regulations providing for the orderly, economic and safe development of land within the City.
- F. The City Council has adopted Subdivision Regulations for the orderly, economic and safe development of land within the city. Dayton City Code 1002.02 states that “no land shall be subdivided without complying with the provisions of [Chapter 1002].”
- G. The proposed subdivision of the Property is governed by Dayton City Code Chapter 1002.
- H. The Final Plans are governed by Dayton City Code Section 1001. The landscaping shall be governed by Dayton City code Section 1001.24.
- I. The Final Plat is substantially similar to the Preliminary Plat reviewed and approved previously by the City Council and meets the City Code requirements and the Final Plans meet the City Code requirements, provided they are subject to and satisfies the conditions set forth in this Resolution.

DECISION

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

1. That the City Council does hereby conditionally approve the Final Plat and Developer’s Agreement for Sundance Greens Eleventh Addition, and the Mayor and City clerk are hereby authorized to execute the same, subject to conditions set forth below that must be met, to the satisfaction of the City, prior to the release of the Final Plat, unless otherwise stated.
2. The conditions and requirements of City Resolutions 23-2018, 54-2018, 08-2019, 66-2019, 19-2020, 47-2020, 23-2021, 41-2021, 11-2022, 15-2022, 18-2022, 19-2022, 27-2023, 18-2024, and 34-2024, as applicable to Sundance Greens Eleventh Addition, must be satisfied to the satisfaction of the City

within the timeframes set forth therein, including, but not limited to, the installation of public improvements pursuant to the Final Plans and Construction Plans.

3. The Construction Plans and Final Plat shall be modified as required based on Engineering prior to a preconstruction meeting. A notice to proceed shall be issued before a preconstruction meeting is scheduled.
4. The Developer shall address all engineering comments identified in the Memo Dated June 5, 2024, and subsequent memos, to the reasonable satisfaction of the City Engineers.
5. This resolution provides City Staff the ability to modify the Letter of Credit amounts, Construction Escrow and Fees based on construction bids and applicable credits from trunk improvements constructed by the Developer as determined by City Staff or City Consultants.
6. Developer, and all others reasonably required by the City Attorney, shall execute, before release of the Final Plat, the Developer's Agreement attached hereto as Exhibit A subject to minor changes (including dates, fee/credit amounts, and/or surety amounts) approved by the City Attorney, City Administrator, City Engineer, and/or City Planner. The Developer's Agreement shall be recorded against the Property by the Developer contemporaneously with the Final Plat, at the Developer's expense. No permits for the development of the Property, except a grading permit, which may be issued upon submittal of adequate surety, shall be issued until the City is provided with recording information. In addition, the approvals granted herein and the attached Developer's Agreement are conditioned upon the following, subject to review and approval of the City Engineer and the City Planner: (i) an amount to be included for the Improvements Surety at Section 16. of the Developer's Agreement; (ii) the amounts for benefit and assessment shall be included at Section 26 of the Developer's Agreement; and (iii) Exhibit 2 of the Developer's Agreement shall be inserted.
7. The Developer shall provide, before the Final Plat will be released, an updated and certified Abstract of Title and/or Registered Property Abstract as required by Minn. Stat. §505.03, or in the alternative, the Developer may provide a Commitment for a Title Insurance Policy for the Property naming the City as the proposed insured and with the amount of coverage for this policy being equal to \$100,000.00 per acre dedicated to the City (including but not limited to streets, rights-of-way, and drainage and utility easements). \$100,000.00 per dedicated acre represents the coverage amount formula approved by the City for the year 2024. If the Final Plat is not released for filing in the year 2024, the above-referenced policy coverage amount shall be adjusted based upon the formula approved by City for the year in which the Final Plat is actually released for filing with the Hennepin County Recorder. The above-mentioned evidence of title shall be subject to the review and approval of the City Attorney to determine what entities must execute the Final Plat and other documents to be recorded against the Property. In the event the Developer provides the City with a Commitment for a Title Insurance Policy, the Developer shall cause a Title Insurance Policy to be issued consistent with the Commitment for a Title Insurance Policy provided by the Developer and the requirements of the City Attorney and with an effective date on which the Final Plat is recorded (the City will not issue any certificate of occupancies until it is provided with said Title Insurance Policy). Further, Developer shall provide the City with evidence, which sufficiency shall be determined by the City, that all documents required to be recorded pursuant to this Resolution and by the City Attorney are recorded and all conditions for release of the Final Plat has been met prior to the City processing or approving any building permits or other permits applicable to the development of the Property with the exception of a grading permit, which may be issued upon submittal of adequate surety.
8. The Developer shall pay at time of final plat an escrow deposit in an amount of 4% of the estimated Construction Costs as determined by the City and City Fee Schedule (\$32,323). This escrow shall be

used for all reasonable expenses, related to review, analysis, processing, monitoring, administration and approvals as determined by the City, that the City incurs in relation to this development and City Resolutions. Said expenses shall include, but are not limited to, staff time, including, but not limited to, hourly wage, overhead and benefits, engineering, legal and other consulting fees incurred in relation to the development and its construction activities. Should the escrow deposit be exhausted, the Developer shall submit additional deposits of 4% of the remaining work for the phase as determined by the City Engineer(s).

Adopted by the City Council of the City of Dayton this 12th day of August, 2024.

Mayor, Dennis Fisher

ATTEST:

City Clerk, Amy Benting

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

EXHIBIT 1:
Final Plat – SUNDANCE GREENS ELEVENTH ADDITION

Westwood
Real Estate Solutions, Inc.

SUNDANCE GREENS ELEVENTH ADDITION

C.R. DOC. NO.

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

That part of the Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 13, Township 120, Range 22, Hennepin County, Minnesota, described as follows: Commencing at the southwest corner of Quater A, SUNDANCE GREENS NINTH ADDITION, containing 2.2 acres, more or less, being a distance of 115.24 feet to the northwest corner of said Quater A, thence North 67 degrees 10 minutes 10 seconds West a distance of 8.7 feet thence South 89 degrees 55 minutes 55 seconds East a distance of 108.88 feet to the southeast corner of said Quater A, thence North 89 degrees 55 minutes 55 seconds East a distance of 258.80 feet thence North 33 degrees 16 minutes 49 seconds West a distance of 144.63 feet thence North 81 degrees 31 minutes 16 seconds West a distance of 225.80 feet thence North 81 degrees 31 minutes 16 seconds East a distance of 7.96 feet thence South 34 minutes 22 seconds West a distance of 16.52 feet thence South 34 minutes 22 seconds East a distance of 150.25 feet thence South 71 degrees 08 minutes 31 seconds East a distance of 201.14 feet thence North 31 degrees 21 minutes 31 seconds East a distance of 142.24 feet thence South 26 minutes 31 seconds East a distance of 403.26 feet to the southwest corner of 112th Ave North according to the recorded plat of said SUNDANCE GREENS NINTH ADDITION; having a radius of 165.00 feet and a central angle of 40 degrees 32 minutes 21 seconds, thence South 67 degrees 04 minutes 11 seconds East a distance of 165.00 feet to the northeast corner of 112th Ave North, along the west line of said SUNDANCE GREENS NINTH ADDITION, a distance of 64.00 feet to the southwest corner of Quater A.

AND Ouellet A and C, SUNDANCE GREENS NINTH ADDITION.

AND

Ouellet A and C, SUNDANCE GREENS TENTH ADDITION.

Know all persons by these presents, that the above described plat has been prepared and signed as SUNDANCE GREENS ELEVENTH ADDITION and does hereby dedicate to the public for public use the easements for drainage and utility purposes as created by this plat.

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

Signed: Sundance Development, LLC

By _____
Tom Dehn, Managing Member

STATE OF MINNESOTA,

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20____, by Tom Dehn, Managing Member of Sundance Development, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public, _____ Signed _____ Name Printed _____
My Commission Expires _____ County, Minnesota

I Chris Ambour 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 double water boundaries and wet lands, as defined in Minnesota Statutes, Section 550.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____.

Chris Ambour, Licensed Land Surveyor
Minnesota License No. 43855

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20____, by Chris Ambour,

Notary Public, _____ Signed _____ Name Printed _____
My Commission Expires _____ County, Minnesota

CITY COUNCIL, CITY OF DAYTON, MINNESOTA

This plat of SUNDANCE GREENS ELEVENTH ADDITION was approved and accepted by the City Council of the City of Dayton, Minnesota, at a regular meeting held on _____ day of _____, 20____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 550.03, Subdivision 2.

City Council, City of Dayton, Minnesota

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 Regan, County Auditor By _____ Deputy

SURVEY DIVISION, Hennepin County, Minnesota

Pursuant to MN STAT. Sec. 48B.565 (1989) this plat has been approved this _____ day of _____, 20____.

Chris F. Mevius, County Surveyor By _____

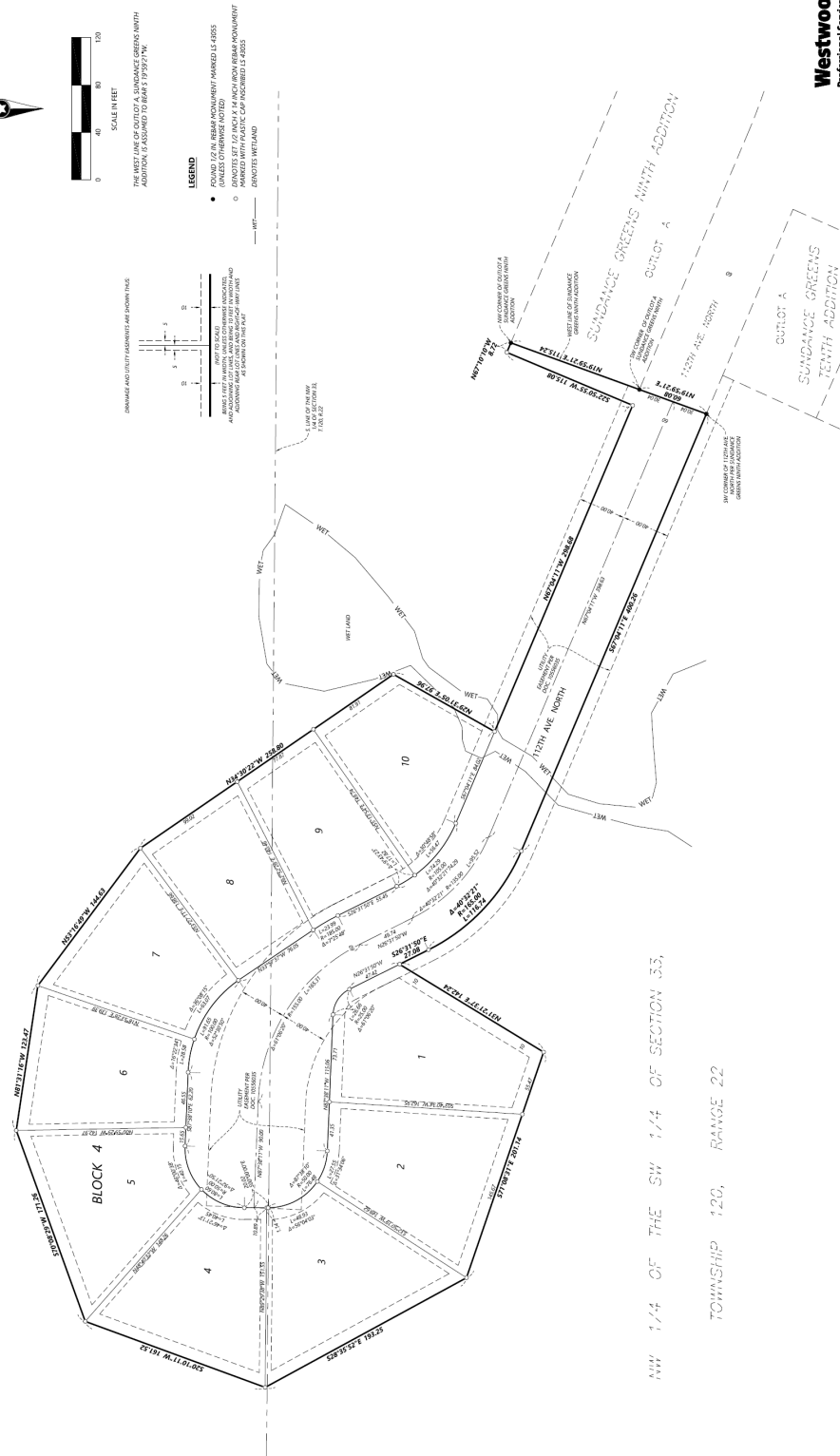
COUNTY RECORDER, Hennepin County, Minnesota

I hereby certify that the within plat of SUNDANCE GREENS ELEVENTH ADDITION was recorded in this office this _____ day of _____, 20____, at _____ o'clock _____ p.m.

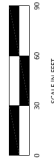
Ambler Baugle, County Recorder By _____ Deputy

Westwood
Real Estate Solutions, Inc.

SW 1/4 OF THE NW 1/4 OF SECTION 33,
TOWNSHIP 120, RANGE 22



SUNDANCE GREENS ELEVENTH ADDITION

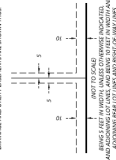


THE WEST LINE OF OUTLOT A, SUNDANCE GREENS NINTH ADDITION, IS ASSUMED TO BEAR S 19°59'21"W.

LEGEND

- FOUND 1/2 IN. REBAR MONUMENT MARKED LS 43055 (UNLESS OTHERWISE NOTED)
- DENOTES SET 1/2 INCH X 14 INCH IRON REBAR MONUMENT MARKED WITH PLASTIC CAP INSCRIBED LS 43055

CONVINCING AND LIVELY EVIDENCE IS GIVEN THAT THE



Westwood
Professional Services, Inc.

(reserved for recording information)

DEVELOPMENT AGREEMENT

(Developer Installed Improvements)

SUNDANCE GREENS ELEVENTH ADDITION

This **DEVELOPMENT AGREEMENT** (“Agreement”) dated ~~June 25~~August 12, 20~~22~~24, 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 **Sundance Development, LLC**, a Minnesota Limited Liability Company (Domestic), whose principal place of business is located at 6781 Highway 10, Ramsey, MN 55303 (“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 and Wright counties, State of Minnesota, and is legally described as set forth on **Exhibit A** (the “Property”); and
- B. Developer has asked the City to approve a FINAL plat for ***SUNDANCE GREENS ELEVENTH ADDITION*** (the “Plat” or the “Project”), consisting of 31 single-family lots; and
- C. On March 28, 2018, the City Council for the City of Dayton adopted Resolution 23-2018, approving the PRELIMINARY Plat as prepared by Campion Engineering Services, Inc., which is on file with the City; and
- D. Following recording of the Plat as required by this Agreement, the Property shall be legally described as set forth on **Exhibit B**; and
- E. 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 Plat 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 or land to be platted, 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 all the following conditions have been satisfied: 1) this Agreement has been fully executed by both parties and filed with the City Clerk; 2) the required security has been received by the City; 3) the Plat has been recorded the Office of the Hennepin County Recorder or Registrar of Titles, as applicable; and 4) the City's Administrator has issued a letter to Developer notifying Developer that all conditions have been satisfied, and allowing Developer to proceed.

3. **Phased Development.** If the Plat is a phase of a multi-phased preliminary plat, the City may refuse to approve final plats of subsequent phases if Developer has breached this Agreement and the breach has not been remedied. The Plat has been approved as a phased development by the City.

4. **Changes in Official Controls.** For one (1) 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.

5. **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, B, C, and D, 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 must be approved by the City Engineer and/or the Elm Creek Watershed Management Commission. If the Plans vary from the written terms of this Agreement, the written terms of this Agreement shall control. The Plans are:

Plan A – Preliminary Plat, January 5, 2018

Plan B – Final Plat

Plan C – Grading Plan, ~~April 26, 2024~~ July 30, 2024

Plan D – Utility, Sanitary Sewer and Watermain, Street and Storm Sewer, and SWPPP,
~~April 1, 2024~~ July 30, 2024

6. **Improvements.** Developer shall install and pay for the following improvements (collectively, the “Improvements”) as required to be built within the subdivision as public improvements in accordance with the approved Plans:

- A. Site Grading, Ponding, and Erosion Control
- B. Sanitary Sewer
- 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 at the City Council chambers 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 Sherburne County coordinate system, all prepared in accordance with City standards.

7. **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.

8. **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. City of Dayton Land Disturbance Permit
- D. MDH Watermain extension permit. Developer must submit copy to City.
- E. NPDES Construction Stormwater Permit. Developer must submit copy to City prior to construction.
- F. MPCA Sanitary Sewer Extension permit. Developer must submit copy to City.

9. **Dewatering.** Due to the variable nature of groundwater levels and stormwater flows, 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.

10. **Time of Performance.** Developer shall install utility, concrete, and base course bituminous installation and all remaining required public improvements, including the final wearing course bituminous, by <DATE>. Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by Developer to reflect cost increases, if any, and the extended completion date.

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

12. **Erosion Control.** Prior to initiating site grading, the Final Grading Plan (Plan C and D) and Final Erosion Control and SWPPP Plan (Plan C and D) shall be implemented by Developer, and shall be inspected and approved by the City. All proposed erosion control BMP's, including those identified on Plan C (page 4) and Plan D (page 10), 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 five (5) days after the completion of the work, weather permitting, or in an area that is inactive for more than ten (10) 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 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.

13. **Grading Plan.** The Plat shall be graded in accordance with the approved Final Grading Plan (Plan C and D). The Plan 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 house 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. Developer certifies to the City that all lots with house footings placed on fill have been monitored and constructed to meet or exceed FHA/HUD 79G specifications.

14. **Street Maintenance, Access During Construction.** Developer shall control dust, clean dirt and debris from 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, street cleaning, and street sweeping.

In the event dirt and/or debris has accumulated on streets within or adjacent to the Property, City is hereby authorized to immediately commence street cleaning operation if streets are not cleaned by the Developer after twenty-four (24) hours of the notification of violation. Street cleaning shall be defined as the use of any equipment specifically designed for sweeping, necessary for cleaning dirt, mud and debris from the City right-of-way. If conditions are such that street cleaning operation is immediately necessary, City may perform the necessary street cleaning. City will then bill Developer, as the delinquent party for all associated street cleaning costs. Failure to reimburse City for street cleaning costs within thirty (30) days of such billing shall be cause for default under this Agreement.

Construction traffic access and egress for grading, public utility construction, and street construction is restricted to 112th Avenue, Niagara Lane, and 113th Avenue. No construction traffic is permitted on the adjacent public or private streets.

15. **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 the following affidavits:

- i. Agreementor's certificate
- ii. Engineer's certificate
- iii. Land surveyor's certificate
- iv. Developer's certificate

These affidavits shall certify that all construction has been completed in accordance with the terms of this Agreement.

D. Prior to City acceptance of public improvements and a full a final release of the financial securities required by this Agreement, Developer shall provide the City with final "record" plans, in accordance with the City's most recent engineering guidelines.

E. Upon compliance with this Agreement with respect to public improvements, the City shall give formal 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.

F. Developer shall, at its expense, prepare any streets located in the subdivision for snowplowing and other maintenance that Developer wishes the City to undertake prior to formal acceptance by the City of such streets. This preparation shall include, without limitations, ramping any manholes as necessary to avoid damage to snowplows or other vehicles used in street maintenance. Should damage occur to City snowplows or other vehicles during the course of snowplowing or other maintenance procedures prior to formal acceptance of the street by the City, Developer shall pay all such damages and shall indemnify and hold the City harmless for all such damage, cost, or expense incurred by the City with regard to such damage.

16. **City Engineering Administration and Construction Observation**. Developer shall, contemporaneously with the execution of this Agreement, deposit with the City: (1) an escrow of \$ \$32,323 to cover the expenses for engineering administration and construction observation; (2) ~~an escrow for \$ \$32,323 to cover the engineering application review process; and~~ (3) an escrow of \$5,000 for legal and planning application review process. 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 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 of execution of this Agreement. The City will provide Developer a listing of the rates charged to Developer for the City's engineering administration and construction observation.

D. *Escrow.* 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 agrees that the engineering administration and construction observation escrow account shall always have a balance of no less than \$5,000. Developer shall be entitled, upon request, to an itemized statement of all costs and fees charged against these escrow accounts.

17. **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.

18. **Sanitary Sewer Trunk Charge and Sewer Access Charge.** 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 \$2,597 x 31 residential units, for a total of \$80,507. 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. Developer shall pay the SAC fee before the building permit is issued.

19. **Water Trunk Charge and Water Access Charge.** Development of the Plat is subject to a charge for Water Trunk expenses payable at the time of final plat approval. The Water Trunk expenses will be \$4,049 x 31 residential units, for a total of \$125,519. Development of the Plat is also subject to a Water Access Charge ("WAC") fee in the amount of \$5,157 (Dayton) + \$3,149 (Maple Grove) per unit (\$8,306 per unit total) for this Plat. Developer shall pay the WAC fee before the building permit is issued.

20. **Storm Sewer Charge.** Development of the Plat is subject to a charge for Storm Sewer expenses payable at the time of final plat approval. The Storm Sewer expenses will be \$3,494 x 31 residential units, for a total of \$108,314.

21. **Park Dedication.** Developer will pay a park dedication fee of \$139,407 (\$4,497 per unit x 31 = \$139,407) at the time of final plat approval.

22. **Trail Dedication.** Developer will pay a trail dedication fee of \$86,676 (\$2,796 per unit x 31 = \$86,676). Trail dedication shall receive credits for the trails constructed.

23. **Engineering Costs.** Developer shall pay special engineering fees, including actual costs. City will submit invoices to Developer, who shall pay the City within 30-days of invoice.

24. **Landscaping.** Developer shall follow all requirements of the City's Zoning Ordinance and the City's approved landscaping plan, January 29, 2018 (undated on plan sheet).

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

A. Implementation of the recommendations listed in Planning Report prepared for the:

- i. February 8, 2018 City Council meeting, Approving the Preliminary Plat of Sundance Greens, and General Planned Unit Development Review for the Redevelopment of Sundance Woods Golf Course and Adjacent Property (Resolution 23-2018).
- ii. June 25, 2024 City Council meeting, approving the Final Plat of Sundance Greens Eleventh Addition (Resolution 34-2024).

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 a fifty (50) foot buffer around all wetlands. 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 Memo prepared by Jason Quisberg dated June 5, 2024.

J. Access shall be provided to all stormwater ponds and shall be contained within Outlot B.

K. All proposed buildings shall be constructed a minimum of three (3) feet above adjacent pond or wetland High Water Elevations.

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

26. **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 public improvements, and construction of all public improvements, Developer shall furnish the City with a letter of credit, in the form attached hereto, from a bank ("Security") for ~~\$<##,###.##>.~~ \$1,022,594.38. The amount of the Security includes all of the security requirements set forth in the preceding sections of this Agreement, and was calculated as follows:

Construction Costs:	
Grading and Erosion Control	<u>\$450,105.00</u>
Sanitary Sewer	<u>\$ 89,580.50</u>
Water Main	<u>\$108,610.00</u>
Storm Sewer	<u>\$159,780.00</u>
Landscaping	<u>\$ 10,000.00</u>
TOTAL	<u>\$818,075.50</u>
125% Security	<u>\$1,022,594.38</u>
GRAND TOTAL SECURITIES (125%):	<u>\$1,022,594.38</u>

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 Developer, for any violation of the terms of this Agreement and Developer fails to cure such default within such ten (10) day time 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.

28. **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 of final plat approval and execution of this Agreement by the City:

Stormwater	\$108,314
Sanitary Sewer	\$80,507
Dayton Water Trunk	\$125,519
Park Dedication	\$139,407
Trail Dedication (minus trail credit)	\$86,676 (- credit)
City Engineering Administration Escrow	<u>\$32,323</u>
Planning and Legal Escrow	\$5,000
Construction Cost Escrow	\$
TOTAL CASH REQUIREMENTS:	\$404,394

The City employs a pass through billing process. The \$5,000 escrow will be held and all bills will be forwarded for immediate payment. If payments are not made in a timely fashion, 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.

29. **Warranty.** Developer warrants all required improvements against poor material and faulty workmanship. The warranty period for streets is one (1) year. The warranty period for underground utilities as identified in Plan C is two years and shall commence following completion and acceptance by City Council. The one (1) year warranty period on streets shall commence after the final wear course has been installed and accepted by the City Council as documented in official City minutes. Developer shall post maintenance bonds in the amount of twenty-five percent (25%) of final certified construction costs to secure the warranties. The City shall retain ten percent (10%) of the security posted by Developer until the maintenance bonds are furnished the City or until the warranty period expires, whichever first occurs. The retainage may be used to pay for warranty work. The City standard specifications for utilities and street construction identify the procedures for final acceptance of streets and utilities.

30. **Responsibility for Costs.**

A. Except as otherwise specified herein, Developer shall pay all 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. This is an obligation of Developer and shall continue in full force and effect even if Developer sells one or more lots, the entire Plat, or any part of it.

E. Developer shall pay in full all 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 not paid within thirty (30) days shall accrue interest at the rate of eight percent (8%) per year.

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.

31. **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, 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.

32. **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 streets needed for access have been paved with at least one lift of bituminous surface and 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; and that Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.

H. Developer shall 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 the policy, and Developer 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. 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.

K. 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.

L. 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. Neither party is authorized to act as an agent or on behalf of the other party.

M. 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.

N. Outlots: All outlots, unless specifically identified, shall be owned and maintained by the Developer until transferred to the HOA. The Developer shall be responsible for the maintenance of all landscaping and irrigation systems within the outlots including but not limited to the mowing and weed control within these areas. (until transferred to the HOA). Upon conveyance of the outlots to the HOA, the HOA shall be responsible for all such maintenance; provided, however, the City shall maintain the stormwater ponds located on any such outlots in accordance with City standards.

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

33. **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, 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. 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.

34. **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.

35. **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:

Tom Dehn
Sundance Development, LLC
6781 Highway 10
Ramsey, MN 55303

36. **Incorporation of Recitals and Exhibits.** The Recitals that are at the beginning of this Agreement, and the exhibits that are attached to this Agreement are true and correct, and are incorporated into and made part of this Agreement.

[Signature pages to follow]

DRAFT

BY: _____

BY: _____

2023 Template #228408v1

**EXHIBIT A
TO
DEVELOPMENT CONTRACT**

Legal Description of Property Prior to Final Plat

That part of the Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 33, Township 120, Range 22, Hennepin County, Minnesota, described as follows: Beginning at the northwest corner of Outlot A, SUNDANCE GREENS NINTH ADDITION, according to the recorded plat thereof; thence South 19 degrees 59 minutes 21 minutes West, along the west line of said plat, a distance of 115.24 feet to the southwest corner of said Outlot A, being the point of beginning; thence North 67 degrees 04 minutes 11 seconds West a distance of 313.16 feet; thence North 29 degrees 31 minutes 05 seconds East a distance of 97.96 feet; thence North 34 degrees 30 minutes 22 seconds West a distance of 258.80 feet; thence North 53 degrees 16 minutes 49 seconds West a distance of 144.63 feet; thence North 81 degrees 31 minutes 16 seconds West a distance of 123.47 feet; thence South 70 degrees 08 minutes 29 seconds West a distance of 171.26 feet; thence South 20 degrees 10 minutes 11 seconds West a distance of 161.52 feet; thence South 28 degrees 35 minutes 52 seconds East a distance of 193.25 feet; thence South 71 degrees 08 minutes 31 seconds East a distance of 201.14 feet; thence North 31 degrees 21 minutes 37 seconds East a distance of 142.24 feet; thence South 26 degrees 31 minutes 50 seconds East a distance of 27.08 feet; thence southeasterly 116.74 feet along a tangential curve concave to the northeast having a radius of 165.00 feet and a central angle of 40 degrees 32 minutes 21 seconds; thence South 67 degrees 04 minutes 11 seconds East a distance of 400.26 feet to the southwest corner of 112th Ave North according to the recorded plat of said SUNDANCE GREENS NINTH ADDITION; thence North 19 degrees 59 minutes 21 seconds East, along said west line of SUNDANCE GREENS NINTH ADDITION, a distance of 60.08 feet to the point of beginning.

AND

Outlots A and C, SUNDANCE GREENS NINTH ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota.

AND

Outlot A, SUNDANCE GREENS TENTH ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota.

**EXHIBIT B
TO
DEVELOPMENT CONTRACT**

Legal Description of Property Following Recording of Final Plat

SUNDANCE GREENS ELEVENTH ADDITION

DRAFT

**MORTGAGEE CONSENT
TO
DEVELOPMENT CONTRACT**

_____, 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.

<NAME>

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____ 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
<SMM>

**FEE OWNER CONSENT
TO
DEVELOPMENT CONTRACT**

_____, fee owner(s) of all or part of the subject property, the development of which is governed by the foregoing Development Agreement, affirm(s) and consent(s) to the provisions thereof, and agree(s) to be bound by the provisions as the same may apply to that portion of the subject property owned by them.

Dated this _____ day of _____, 2024.

&ltNAME>

By:

Its:

[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____ 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
 <SMM>

**CONTRACT PURCHASER CONSENT
TO
DEVELOPMENT CONTRACT**

_____, which/who has a contract purchaser's interest in all or part of the subject property, 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 in which there is a contract purchaser's interest.

Dated this _____ day of _____, 2024.

<NAME>

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____ 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
<SMM>

[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 _____, 2024, 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 _____

ITEM: Request therapy dog for the Dayton Fire Department

PREPARED BY: Fire Chief Gary Hendrickson

POLICY DECISION / ACTION TO BE CONSIDERED: Approve the fire chief's request to partner with a local dog rescue for a therapy dog for the fire department.

BACKGROUND: Firefighters frequently encounter high-stress situations and traumatic events, which can significantly impact their mental health and well-being. Day after day, public safety personnel risk their lives for people they've never met. When responding to calls they are exposed to all sorts of traumatic events, from structure fires to patients they can't save as hard as they try. And although these men and women are incredible strong, sometimes they, to need to relax and decompress from the horrors they've seen. A therapy dog can provide emotional support, reduce stress and anxiety and foster a more positive environment. Integrating a therapy dog into our department would not only benefit our firefighters but also the community during significant calls and emergency responses.

Benefits for Firefighters:

- **Emotional Support:** A therapy dog can provide immediate comfort and companionship, helping to alleviate stress and anxiety after difficult calls.
- **Mental Health Improvement:** Regular interaction with a therapy dog can reduce symptoms of PTSD, depression, and other mental health issues among first responders.
- **Boosted Morale:** The presence of a therapy dog can enhance overall morale and create a more supportive and cohesive work environment.
- **Increased Resilience:** Regular exposure to a therapy dog can help firefighters build emotional resilience, making them better equipped to handle the pressures of the job.

Benefits for the Community:

- **Enhance Community Relations:** A therapy dog can serve as a bridge between the fire department and the community, fostering positive interactions and trust.
- **Supporting During Emergencies:** During Significant calls, such as house fires or natural disasters, a therapy dog can provide comfort to the affected community members, especially children and those experiencing acute stress.
- **Public Awareness:** Adopting a rescue dog promotes awareness about animal rescue efforts and the importance of mental health support for first responders.

CRITICAL ISSUES: None

RECOMMENDATION: Staff recommend the adoption of a therapy dog for the Dayton Fire Department. It presents numerous benefits for both our firefighters and the community. A therapy dog will provide much needed emotional support while enhancing our department's effectiveness and community relations.

ATTACHMENT(S): The link below is to Soldiers-6 which is an organization the fire department would most likely work with for training of the therapy dog.

[Department Therapy Dogs](#) | [Soldier's 6](#) | [Service Canine \(K9\) Provider](#) | [Battle Buddy](#) | [Minnesota \(soldiers6.com\)](#)

ITEM: Request to purchase a pickup truck for emergency response.

PREPARED BY: Fire Chief Gary Hendrickson

POLICY DECISION / ACTION TO BE CONSIDERED: Approve the fire chief's request to purchase a new pick-up truck not to exceed \$90,000 (This not to exceed price includes topper, slide out equipment tray, and lights and sirens).

BACKGROUND: With the continued increase in call volume the fire department is always looking for operational efficiencies. Recently the department sold Utility-21 to aid in accomplishing this. With the sale of Utility-21 the department's capital plan is to add a crew cab pick-up truck to aid in emergency response.

Benefits:

- **Improved Emergency Response Times:** When overlapping calls are dispatched this vehicle will be able to respond in lieu of one of the fire department's engines. Which allows the organization to respond more quickly and efficiently to our customers.
- **Enhanced Operational Capability:** This vehicle will have the capability of responding to most calls like our engines. It will also allow transportation of firefighters to training while minimizing mileage reimbursement costs.
- **Reduced Operational Cost:** The annual maintenance and fuel cost of this vehicle will aid in reducing the department's annual fuel and maintenance costs.

CRITICAL ISSUES: None

RECOMMENDATION: Staff recommend city council approve the purchase of a pick-up truck not to exceed \$90,000 utilizing the fire departments public safety's one time dollars.

ATTACHMENT(S): None

ITEM: Firefighter Resignation

PREPARED BY: Fire Chief Gary Hendrickson

POLICY DECISION / ACTION TO BE CONSIDERED:

Accept resignation from Fire Inspector Jason Elasky and recognize his exceptional contributions to the Dayton Fire Department, particularly in the areas of fire inspections and the implementation of our new records management system.

BACKGROUND: Fire Inspector Jason Elasky has submitted his resignation effective Friday August 16, 2024. During his tenure with the Dayton Fire Department, Jason has demonstrated outstanding dedication and professionalism, significantly enhancing our department's operations and efficiencies. Jason has played a key role in the implementation of our new records management software. Jason's commitment will ensure the organization has a smooth transition to the new system.

The Dayton Fire Department appreciates Jason's exceptional work and dedication. His contributions will have a lasting impact on our department.

CRITICAL ISSUES:

N/A

RECOMMENDATION:

Approve the resignation of Fire Inspector Jason Elasky

ATTACHMENT(S):

Resignation Letters

From: [Jason Elasky](#)
To: [Gary Hendrickson](#)
Subject: Fw: Thank you
Date: Wednesday, August 7, 2024 11:25:15 AM
Attachments: [Outlook-rk4pgz5v.png](#)
[Outlook-Facebook L.png](#)
[Outlook-Instagram .png](#)
[Outlook-YouTube Ic.png](#)
[Outlook-bwovlxvy.png](#)
[Outlook-Facebook L.png](#)
[Outlook-Instagram .png](#)
[Outlook-YouTube Ic.png](#)



Jason Elasky | Fire Inspector
City of Dayton | Fire Department
C: 612-558-5997
jelasky@cityofdaytonmn.com
12260 S Diamond Lake Rd Dayton, MN 55327

We Play Outside | We've Got Roots | We're Right Here



From: Jason Elasky
Sent: Wednesday, July 3, 2024 3:00 PM
To: Dayton Fire <Daytonfire@cityofdaytonmn.com>
Cc: Gary Hendrickson <ghendrickson@cityofdaytonmn.com>; Kevin Astrup <kastrup@cityofdaytonmn.com>
Subject: Thank you

Hello all,

My wife and I have made the hard decision to move closer to our family out in Willmar, Mn. We have had an offer accepted on a new hobby farm that will better suit our growing family's needs. Our house in Dayton will be going on the market next week and the closing of our new home will happen at the beginning of September. I appreciate everyone's support with my training and growth throughout my time with this amazing department. I will cherish the memories we have made and look fondly at the positive difference we have all made in our community.

I'll still be responding to calls and performing my duties as fire inspector until my move out day. Please feel free to reach out.

Thanks,

Jason



Jason Elasky | Fire Inspector
City of Dayton | Fire Department
C: 612-558-5997
jelasky@cityofdaytonmn.com
12260 S Diamond Lake Rd Dayton, MN 55327

We Play Outside | We've Got Roots | We're Right Here



ITEM:

Dayton Parkway Interchange

PREPARED BY:

Jason Quisberg, Engineering

POLICY DECISION / ACTION TO BE CONSIDERED:

Approve Change Order #31 for the Dayton Parkway Interchange project

BACKGROUND:

Some of the plantings installed with the project, despite being plated and established within specification, did not thrive to meet all requirements deeming an acceptable designation upon final inspection. For this situation, a MNDOT specification clause allows the owner (City) to reduce payment, on the plantings found unacceptable. Change Order #31 amends the contract to reflect this reduction.

Approval of Change Order #31, results in a decrease of \$6,342.04 to the construction contract amount.

See the attached Change Order form for additional explanation.

RECOMMENDATION:

Staff recommends approval of Change Order #31

ATTACHMENT(S):

Change Order #31

Contract: 200502

Prime Contractor: C.S. McCrossan Construction, Inc., 0000193884

CO Type: COLevel1

State Proj. No.: 2780-100

Fed. Proj. No.: 2780-100 / STPF 2720(021)

District: M Metro

Reason: Changes allowed by Specification or special provision

Location: LOCATED ON T.H. 94 FROM 600' EAST TO 5400' EAST OF CSAH 101 OVERPASS. LOCATED ON CSAH 81,660' NW OF DAYTON PKWY TO DAYTON PKWY. LOCATED ON CSAH 101, 80' N OF RUSH CREEK TO 1440' S OF T.H. 94. LOCATED ON DAYTON PKWY, CSAH 101 TO 215' SW OF CSAH 81.

Description: Document final payment on landscape items

Explanation:

Change Order No.: 0031

Awarded Contract Amount: \$21,611,939.44

Resident Engineer: Dan Penn

Admin Office: MC-Golden Valley North West

County: C027 HENNEPIN

Route:

Net Change Order Amount: -\$6,342.04

Spec Book Year: 18

Funding Source: SA

Issue	In accordance with MnDOT Specification 2571 and the 2575-1 Final Payment section in the MnDOT Landscape Inspection Manual, a reduced payment of the contract unit price for each plant that does not meet the conditions of acceptance listed will be made.
Resolution	The Engineer and Landscape Architect performed a final inspection of all plants and have determined the plants are not acceptable, shown in the spreadsheet attached to this change order.. All of the plants determined to be not acceptable met all initial installation and plant establishment requirements, therefore the unit price for each unacceptable plant will be reduced by 45% in accordance with Table 2571-1 in the MnDOT Landscape Inspection Manual.
Entitlement	The Engineer and City of Dayton have determined that the reduced payment for landscape plants in allowed in accordance with MnDOT Specification 2571 and the MnDOT Landscape Inspection Manual.
Impact	This change does not impact contract time.
Cost	The Engineer and City of Dayton have reviewed and approve the reduced price of landscape plants.
Payment	A lump sum reduction will be taken on this change order for 45% of the unit price for unacceptable plants and is summarized in spreadsheet attached to this change order.

Increases/Decreases

Item Description	Item ID	Project Line	Contract Line	Project	Category	Item Source	Quantity Inc/Dec	Unit	Unit Price	Dollar Amount
Total:										\$0.00

New Items

Item Description	Item ID	Item Reason	Project Line	Cont. Line	Project	Category	Quantity	Unit	Unit Price	Dollar Amount
CO #31 - Final Landscape Plants Reduction - CHANGE ORDER LUMP SUM	1402601/00010	PC- Predetermined	125400	1945	136130	0007 - ADDITIVE ALTERNATE #1 (100% CITY OF DAYTON)	1.000	LS	-\$6,342.04	-\$6,342.04
Total:										-\$6,342.04

Time Adjustments

Time ID	Time Description	Time Type	Original	Current	Adjustment	New
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Project/Category Summary

Project Description	Project	Category	Category Description	Dollar Amount
GRADING, CONCRETE & BITUMINOUS SURFACING, SIGNALS, LIGHTING, TMS, ADA IMPROVEMENTS AND BRIDGE #27417.	136130	0007	ADDITIVE ALTERNATE #1 (100% CITY OF DAYTON)	-\$6,342.04
Net Change Order Amount:				-\$6,342.04

	Signature & Date
Project Engineer/Project Supervisor	
Contractor	
Commissioner of Transportation Pursuant to Delegation	
Commissioner of Administration Pursuant to Delegation	
Consultant Contract Administrator (recommendation for Approval only)	
Local Agency (if funded wholly or in part by Local Agency)	

ATTACHMENTS: By signing this agreement, the Contractor acknowledges receipt of the specified attachments (if applicable)

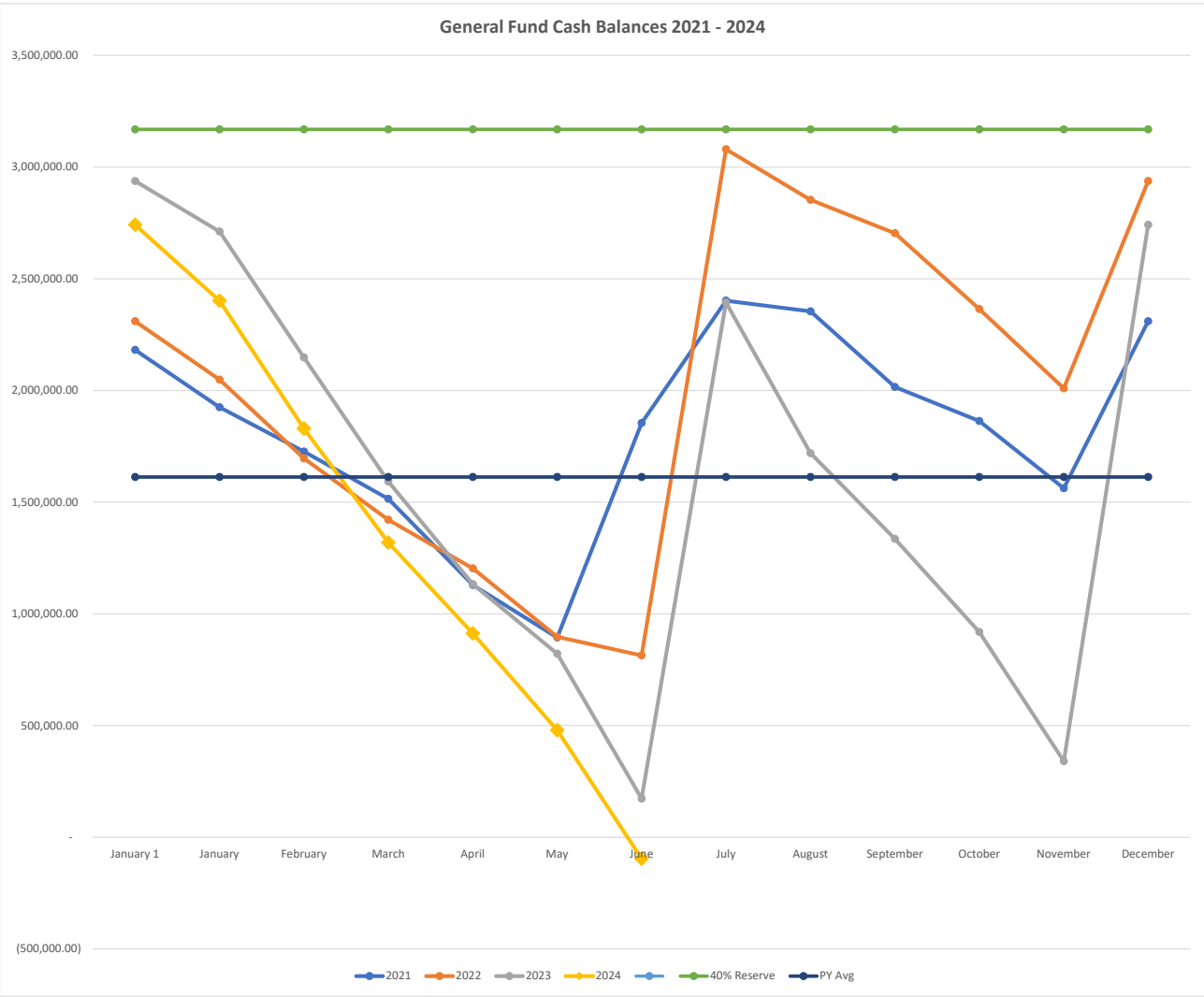
SP 2780-100 Final Landscape Plant Inspection & Reduced Payment Computation



2nd Quarter Report

As of June 30, 2024

Presented by: Zach Doud, City Administrator



Revenues	YTD Budget	YTD Actual	Percent of YTD Budget
Taxes	\$ 2,964,543	\$ 22,013	0.7 %
Licenses and permits	602,100	669,666	111.2
Intergovernmental	275,333	252,392	91.7
Charges for services	6,750	11,531	170.8
Fines and forfeitures	40,000	8,333	20.8
Refunds and reimbursements	5,250	-	0.0
Miscellaneous	67,100	16,140	24.1
	<u>\$ 3,961,075</u>	<u>\$ 980,076</u>	<u>24.7</u>

Key

- Varies more than 10% from budget positively
- Varies more than 10% from budget negatively
- Within 10% of budget

Disbursements	YTD Budget	YTD Actual	Percent of YTD Budget
Mayor and city council	\$ 31,590	\$ 25,886	81.9 %
Committees and commissions	2,795	100	3.6
Administration	59,170	54,744	92.5
Elections	20,000	9,204	46.0
City clerk	60,330	73,446	121.7
Finance	154,580	167,005	108.0
Assessing	97,500	195,861	200.9
Audit	18,000	34,400	191.1
Engineering	37,500	46,702	124.5
Legal	28,000	47,803	170.7
Recycling	92,500	93,065	100.6
Inspections	307,135	254,597	82.9
Planning and economic developm	106,090	123,118	116.1
Central services	42,100	43,120	102.4
Information technology	59,000	71,749	121.6
Activity center	47,410	41,968	88.5
Farmers market	-	-	0.0
Police patrol and investigation	1,413,040	1,260,114	89.2
Emergency management	14,515	9,504	65.5
Animal control	3,050	996	32.7
Fire suppression	463,140	321,932	69.5
Public works	659,895	681,019	103.2
Parks	236,235	161,329	68.3
Contingency	7,500	22,945	305.9
	<u>\$ 3,961,075</u>	<u>\$ 3,740,607</u>	<u>94.4</u>

**CITY OF DAYTON
INCOME STATEMENT
AS OF June 30, 2024**

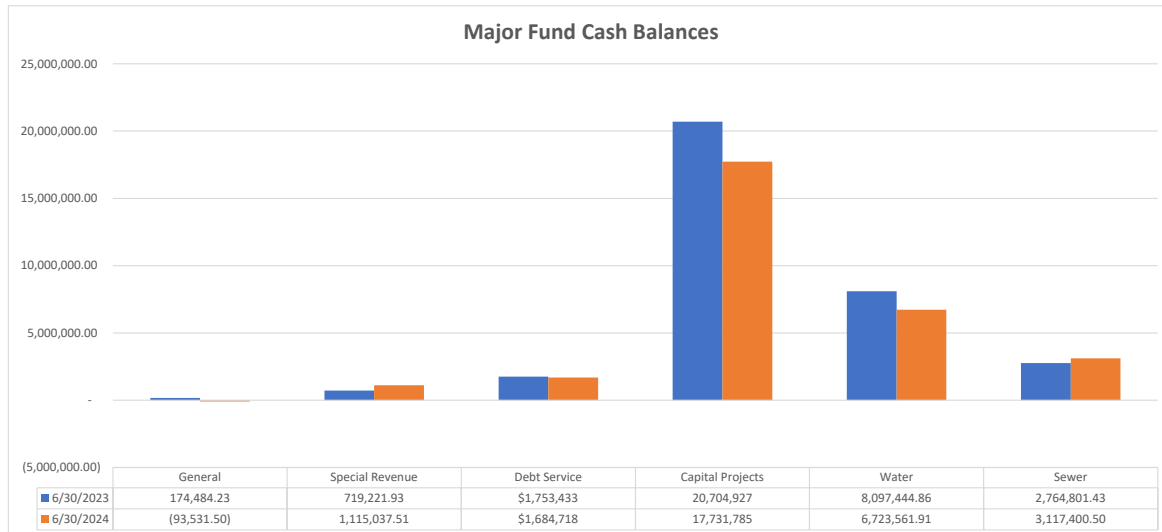
	Annual Budget	Budget thru 6/30/2024	Actual thru 6/30/2024	Variance - Favorable (Unfavorable)	Percent Received or Expended based on YTD Budget
Revenues					
Taxes	\$ 5,929,085	\$ 2,964,543	\$ 22,013	\$ (2,942,529)	1 0.7 %
Licenses and permits	1,204,200	602,100	669,666	67,566	111.2
Intergovernmental	550,665	275,333	252,392	(22,941)	91.7
Charges for services	13,500	6,750	11,531	4,781	170.8
Fines and forfeitures	80,000	40,000	8,333	(31,667)	2 20.8
Refunds and reimbursements	10,500	5,250	-	(5,250)	0.0
Miscellaneous	134,200	67,100	16,140	(50,960)	3 24.1
Total Revenues	7,922,150	3,961,075	980,076	(2,980,999)	24.7
Expenditures					
Mayor and city council	63,180	31,590	25,886	5,704	81.9
Committees and commissions	5,590	2,795	100	2,695	3.6
Administration	118,340	59,170	54,744	4,426	92.5
Elections	40,000	20,000	9,204	10,796	46.0
City clerk	120,660	60,330	73,446	(13,116)	121.7
Finance	309,160	154,580	167,005	(12,425)	108.0
Assessing	195,000	97,500	195,861	(98,361)	4 200.9
Audit	36,000	18,000	34,400	(16,400)	191.1
Engineering	75,000	37,500	46,702	(9,202)	124.5
Legal	56,000	28,000	47,803	(19,803)	170.7
Recycling	185,000	92,500	93,065	(565)	100.6
Inspections	614,270	307,135	254,597	52,538	82.9
Planning and economic development	212,180	106,090	123,118	(17,028)	116.1
Central services	84,200	42,100	43,120	(1,020)	102.4
Information technology	118,000	59,000	71,749	(12,749)	121.6
Activity center	94,820	47,410	41,968	5,442	88.5
Farmers market	-	-	-	-	0.0
Police patrol and investigation	2,826,080	1,413,040	1,260,114	152,926	89.2
Emergency management	29,030	14,515	9,504	5,011	65.5
Animal control	6,100	3,050	996	2,054	32.7
Fire suppression	926,280	463,140	321,932	141,208	5 69.5
Public works	1,319,790	659,895	681,019	(21,124)	103.2
Parks	472,470	236,235	161,329	74,906	6 68.3
Contingency	15,000	7,500	22,945	(15,445)	305.9
Total Expenditures	7,922,150	3,961,075	3,740,607	220,468	94.4
Excess revenues (expenditures)	-	-	(2,760,531)	(3,201,467)	
Other financing sources (uses)					
Transfers in	-	-	-	-	0.0
Transfers out	-	-	-	-	0.0
Total other financing sources (uses)	-	-	-	-	
Excess (deficiency) of revenues and other financing sources (uses) over (under) expenditures and other uses	-	-	(2,760,531)	(3,201,467)	

Item	Explanation of item for percentage less than 80% or greater than 120% and \$ variance greater than \$20,000
1	Taxes have not been received as of Q2 for 2024, expect these to arrive in Q3 2024.
2	We have rec'd a little less than half of what we had last year at this time. Under budget thus far.
3	Cell Tower Lease payment comes Q4 for Year 2024 approx. \$30,000, No Donations received/Contributions, Interest is 18% of budget instead of 50%.
4	Paid bill for entire year already, difference is related to timing of the payment but will still be higher than budget.
5	Asst. Fire Chief Pay started late in Q1 is 11.6% instead of 25% and Asst. Fire Chief Benefits started in Q2. Timing of payrolls is part of the cause for the underbudget which June payroll was \$10,942.63 which would make budget closer.
6	Budget for PT/Seasonal employees and position's still open in Q1, Seasonal & PT started late in Q2.

City of Dayton
Unaudited Cash Balances by Fund

Fund		Balance 6/30/2023	Balance 12/31/2023	Balance 6/30/2024	YTD Change from 12/31/2023	Change from 6/30/2023	Percentage Change from 12/31/2023
101	General	\$ 174,484	\$ 2,743,512	\$ (93,532)	\$ (2,837,044)	\$ (268,016)	1 -103.4 %
225	EDA	521,174	672,182	683,028	10,846	161,854	1.6
226	Cable	189,469	182,976	178,041	(4,936)	(11,428)	-2.7
235	Police Forfeiture	8,579	12,745	12,745	-	4,166	0.0
236	Fire Public Safety Aid	-	145,122	145,122	-	145,122	0.0
237	Police Public Safety Aid	-	175,501	96,102	(79,399)	96,102	2 -45.2
342	2014A & 2015A NE Utilities	1,490,625	2,952,443	1,591,271	(1,361,172)	100,646	3 -46.1
348	2009A & 2010 W French Lk Rd	186,115	240,683	243,196	2,513	57,081	1.0
355	2016A PW/PD Facility	(44,543)	168,490	(14,892)	(183,381)	29,651	-108.8
376	2015B Street Reconstruction	59,586	-	-	-	(59,586)	6 0.0
378	2020A Dayton Parkway Interchange	61,650	256,626	54,171	(202,455)	(7,479)	-78.9
379	2023A CRG TIF Bond	-	(22,789)	(189,028)	(166,240)	(189,028)	4 -729.5
401	Capital Equipment	524,534	-	(1,289,140)	(1,289,140)	(1,813,675)	0.0
404	Park Development	193,118	167,429	167,412	(17)	(25,706)	0.0
405	Park Dedication	2,044,654	2,593,255	2,565,029	(28,226)	520,375	-1.1
406	Park Capital Equipment	30,015	-	(133,907)	(133,907)	(163,922)	0.0
408	Park Trail Development	2,414,127	2,636,467	2,661,709	25,242	247,582	1.0
409	Temporary Financing	2,801,927	2,019,602	2,068,058	48,456	(733,869)	2.4
410	Capital Facilities	947,838	1,282,417	1,255,104	(27,313)	307,267	-2.1
411	Developer Escrows	2,892,185	2,646,239	2,717,067	70,828	(175,119)	2.7
414	Pavement Mgmt and Improvements	2,822,685	2,985,846	2,818,045	(167,801)	(4,640)	-5.6
415	Stormwater	2,634,361	2,290,895	2,880,515	589,620	246,154	5 25.7
420	Landscape Escrows	2,303,000	1,466,000	1,610,000	144,000	(693,000)	9.8
421	ROW Escrows	112,000	39,000	35,000	(4,000)	(77,000)	-10.3
428	TIF 18 CRG	(22,789)	-	-	-	22,789	6 0.0
429	TIF 19 Scannell	(22,744)	-	-	-	22,744	6 0.0
430	TIF 20 Graco 2	(21,921)	-	-	-	21,921	6 0.0
435	TIF 16 Sand Companies	4,955	22,810	6,912	(15,898)	1,956	-69.7
436	TIF 17 Graco	(10,090)	-	(10,441)	(10,441)	(351)	0.0
438	TIF 14 Liberty	80,217	179,115	170,356	(8,760)	90,139	-4.9
459	2022 TIF Street Improvements	1,103,329	243,820	342,402	98,583	(760,927)	7 40.4
477	TIF 15 French Lk Industrial Park	41,669	131,329	74,700	(56,629)	33,031	-43.1
480	Dayton Parkway Interchange	(168,144)	-	(207,036)	(207,036)	(38,892)	0.0
601	Water	8,097,445	9,026,518	6,723,562	(2,302,956)	(1,373,883)	8 -25.5
602	Sewer	2,764,801	2,898,458	3,117,401	218,942	352,599	7.6
Total		\$ 34,214,312	\$ 38,156,692	\$ 30,278,971	\$ (7,877,721)	\$ (3,935,341)	-20.6 %

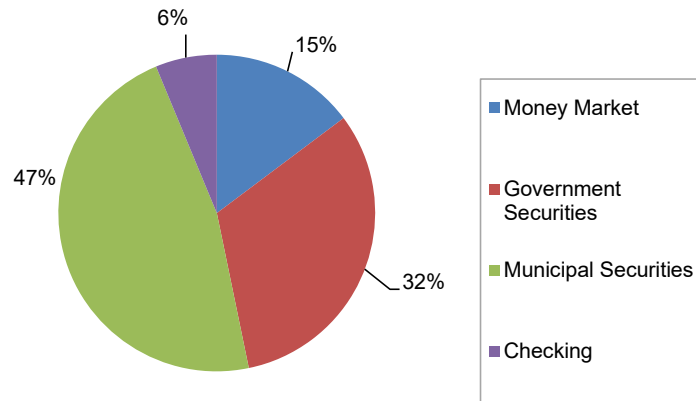
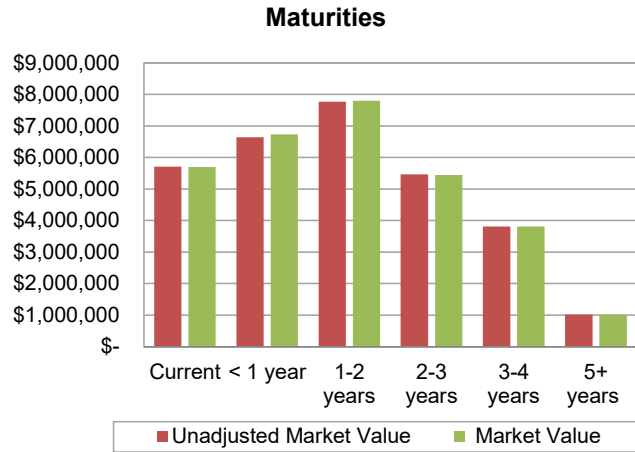
Item	Explanation of changes greater than \$75,000 from prior year and change greater than 20% from year-end
1	Changes in balance in General Fund, please look in the General Fund Income Statement within this report.
2	Change in balance is due to PD retention payments.
3	Slowly decreasing the balance of this fund so that we are able to pay off the debt but not have excess dollars in this fund.
4	This is to cover the TIF set up costs from Ethers \$22,788.52 /Bond Interest-Series 2023A \$165,764.72 (Debt Service Fund).
5	Increase is related to minimal projects being funded out of this fund and additional dollars being received from new homes and building permits.
6	All of these funds are closed but they are still listed due to having a balance a year ago. You can ignore these when reviewing overall funds.
7	Issued debt in 2023 for this project paid back by TIF dollars. The project used most of the cash already from that bond sale.
8	Less irrigation used due to abundance of Rain in Q2 2023 when there was a drought. Well head treatment plant can be added to why balance has gone down.



4

City of Dayton, Minnesota
Investments
For the Month Ending June 30, 2024

ATTACHMENT C



Maturity	Unadjusted Market Value 6/30/2024	Market Value 6/30/2024	Variance 6/30/2024
Current	\$ 5,704,568.00	\$ 5,703,616.62	\$ (951)
< 1 year	6,640,805.89	6,733,360.63	92,554.74
1-2 years	7,773,828.19	7,797,185.15	23,356.96
2-3 years	5,463,162.65	5,440,628.53	(22,534.12)
3-4 years	3,813,722.62	3,808,293.22	(5,429.40)
5+ years	1,022,018.07	1,018,390.03	(3,628.04)
	<u>\$ 30,418,105.42</u>	<u>\$ 30,501,474.18</u>	<u>\$ 83,368.76</u>
Weighted Average Rate of Return	3.54%	6/30/2024	
Average Maturity (years)	1.42	6/30/2024	

Investment Type	Market Value 6/30/2024
Money Market	\$ 4,006,156.12
Government Securities	8,668,247.38
Corporate Securities	3,393,398.83
Municipal Securities	12,736,211.35
Checking	1,697,460.50
	<u>\$ 30,501,474.18</u>

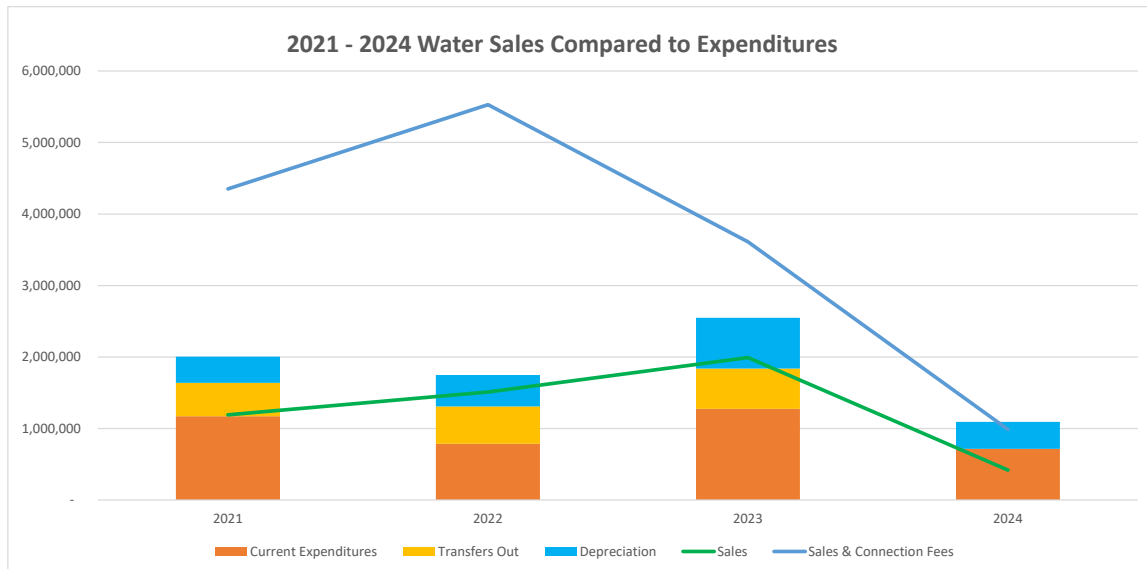
Operating Account	
O/S Deposits	\$ 30,082.32
O/S Checks	<u>(252,585.20)</u>
Reconciled Balance	<u>\$ 30,278,971.30</u>

**CITY OF DAYTON
INCOME STATEMENT
AS OF JUNE 30, 2024**

WATER FUND

	Annual Budget	Budget thru 6/30/2024	Actual thru 6/30/2023	Actual thru 6/30/2024	Prior Year Variance - Favorable (Unfavorable)	Percent Received or Expended based on YTD Budget
Revenues						
Charges for services	\$ 2,293,000	\$ 1,146,500	\$ 409,923	\$ 418,176	\$ 8,253	36.5 %
Miscellaneous	85,000	42,500	138,423	159,630	21,207	1
Total Revenues	2,378,000	1,189,000	548,347	577,807	29,460	48.6
Expenditures						
Salaries and benefits	280,820	140,410	74,428	101,403	(26,975)	2
Supplies	291,500	145,750	112,274	152,150	(39,876)	104.4
Professional services	85,000	42,500	50,043	82,357	(32,314)	3
Insurance	13,000	6,500	10,446	11,087	(640)	170.6
Utilities	301,000	150,500	92,739	77,697	15,041	4
Repair and maintenance	60,000	30,000	40,672	292,125	(251,453)	5
Depreciation	750,000	375,000	187,500	375,000	(187,500)	100.0
Total Expenditures	1,781,320	890,660	568,102	1,091,819	(523,717)	122.6
Excess revenues (expenditures)	596,680	298,340	(19,756)	(514,013)	553,177	
Other financing sources (uses)						
Connection charges	1,900,000	950,000	586,411	568,187	(18,224)	6
Transfers in	-	-	-	-	-	0.0
Transfers out	(590,000)	(295,000)	-	-	-	0.0
Total other financing sources (uses)	1,310,000	655,000	586,411	568,187	(18,224)	
Excess (deficiency) of revenues and other financing sources (uses) over (under) expenditures and other uses	1,906,680	953,340	566,655	54,174	534,953	

Item	Explanation of item for percentage less than 80% or greater than 120% and \$ variance greater than \$10,000
1	Interest Earnings are still up from the current market, but not as high as prior year.
2	Increase from last year at this time but under budget for Q2 year to date.
3	Metropolitan Waste Water invoice of \$42,399 paid in Q2 but should be expensed in Q3.
4	Q1 and Q2 2023 Maple Grove water Usage was all paid in Q2 which was \$64,966.00 and in Q2 2024 Maple Grove Water Usage was \$33,381.81 but paid timely.
5	Over Budget for Q2 due to Brayburn Trails SW Corner; site work, water and storm. And integration of Sensus/VXSMART platform for Meter reading.
6	This is directly related to building demand within Dayton and the numbers of homes built thus far into the year. This is down from prior years.



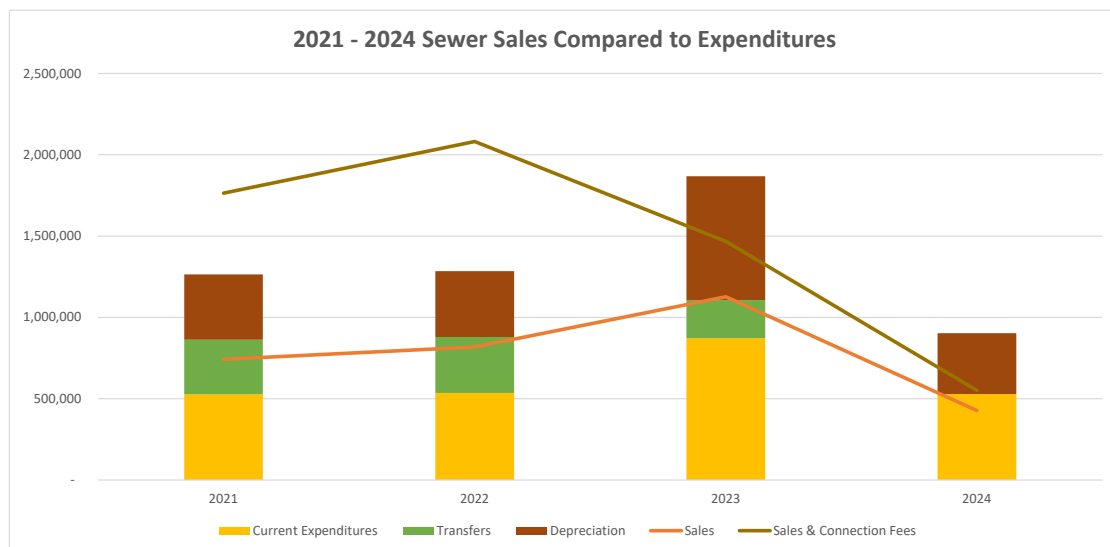
**CITY OF DAYTON
INCOME STATEMENT
AS OF JUNE 30, 2024**

SEWER FUND

	Annual Budget	Budget thru 6/30/2024	Actual thru 6/30/2023	Actual thru 6/30/2024	Prior Year Variance - Favorable (Unfavorable)	Percent Received or Expended based on YTD Budget
Revenues						
Charges for services	\$ 1,362,500	\$ 681,250	\$ 367,325	\$ 427,041	\$ 59,717 1	62.7 %
Miscellaneous	55,000	27,500	47,054	63,451	16,397 2	230.7
Total Revenues	1,417,500	708,750	414,379	490,493	76,114	69.2
Expenditures						
Salaries and benefits	257,370	128,685	66,335	96,886	(30,551) 3	75.3
Supplies	9,000	4,500	3,139	7,571	(4,432)	168.3
Professional services	584,795	292,398	255,021	328,816	(73,795)	112.5
Insurance	22,000	11,000	18,923	18,198	725	165.4
Utilities	40,000	20,000	4,081	3,582	499	17.9
Repair and maintenance	100,000	50,000	229,414	73,097	156,316 4	146.2
Depreciation	750,000	375,000	202,500	375,000	(172,500)	100.0
Total Expenditures	1,763,165	881,583	779,413	903,149	(123,737)	102.4
Excess revenues (expenditures)	(345,665)	(172,833)	(365,034)	(412,657)	199,851	
Other financing sources (uses)						
Connection charges	605,000	302,500	107,067	124,216	17,149 5	41.1
Transfers in	-	-	-	-	-	0.0
Transfers out	(250,000)	(125,000)	-	-	-	0.0
Total other financing sources (uses)	355,000	177,500	107,067	124,216	17,149	
Excess (deficiency) of revenues and other financing sources (uses) over (under) expenditures and other uses	9,335	4,668	(257,966)	(288,441)	216,999	

Item Explanation of item for percentage less than 80% or greater than 120% and \$ variance greater than \$10,000

- 1 This is related to timing of when we do billing. We did billing for May and June in July so we are missing 2 months worth of sewer sales. This will correct itself throughout the year. The billing for May and June was \$194,657.72 which is almost exactly on budget.
- 2 Interest Rates are still up from current market and slightly higher than last year.
- 3 Increase from last year at this time but under budget for Q2 year to date.
- 4 Over Budget for Q1 & Q2 due to KSB pump repair & Station Repairs along with AMI system intergration for reading of meters which is a CIP item.
- 5 This is directly related to building demand within Dayton and the numbers of homes built thus far into the year. Difference in years is related to Maple Grove Sewer Agreement payment of \$14,000.



DRAFT
(Updated 7/26/2024)

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

RESOLUTION NO. 37 - 2024

**RESOLUTION AMENDING AND RESTATING THE ENABLING RESOLUTION
ESTABLISHING THE ECONOMIC DEVELOPMENT AUTHORITY
FOR THE CITY OF DAYTON, MINNESOTA**

WHEREAS, on February 5, 1990, the City Council of the City of Dayton (“Dayton City Council”) adopted Resolution 8-90 establishing the Economic Development Authority of the City of Dayton (“Dayton EDA”); and

WHEREAS, Resolution 8-90 vested in the Dayton EDA “all of the powers, rights, duties, and obligations as set forth in Minnesota Statutes, Sections 469.090 to 469.108 and any other law”; and

WHEREAS, Resolution 8-90 also established the governing board on commissioners for the Dayton EDA, and appointed the members of the Dayton City Council as the commissioners for that board; and

WHEREAS, City records reflect various actions by the Dayton City Council since 1990 to make changes to the powers and structure of the Dayton EDA, but such actions were not adopted by written resolution as required by Minnesota Statutes § 469.093, subd. 2; and

WHEREAS, specifically, in 2014 City records appear to reflect an action by the Dayton City Council to expand the powers of the Dayton EDA to include the powers of a Housing and Redevelopment Authority; and

WHEREAS, the Bylaws for the Dayton EDA have been amended from time to time since 1990, including substantive changes to the structure and powers of the Dayton EDA, with no record of such changes to the structure and powers being approved by written resolution as required by Minnesota Statutes § 469.093, subd. 2; and

WHEREAS, the Dayton City Council is adopting this Amended and Restated Enabling Resolution in compliance with the requirements of Minnesota Statutes § 469.093 to clarify the powers conferred and the structure established for the Dayton EDA; and

WHEREAS, after published notice was given, on August 12, 2024, a public hearing was held for this Amended and Restated Enabling Resolution according to the requirements of Minnesota Statutes § 469.093.

NOW THEREFORE, the City Council of the City of Dayton, Minnesota, resolves:

DRAFT
(Updated 7/26/2024)

SECTION 1. ESTABLISHMENT OF AN ECONOMIC DEVELOPMENT AUTHORITY FOR THE CITY OF DAYTON, MINNESOTA.

1.1 *Economic Development Authority Established.* The Economic Development Authority for the City of Dayton, Minnesota, is hereby established. The Dayton EDA shall have all the powers, duties, and responsibilities set forth in Minnesota Statutes §§ 469.090 to 469.1081, as may be amended from time to time, and all other applicable laws, except as limited by this Amended and Restated Enabling Resolution (“Resolution”).

1.2 *Purpose.* The appointment of the Dayton EDA, pursuant to the provisions, restrictions, and regulations contained in this Resolution, is intended to provide the City of Dayton with a board comprised of representatives from both city government and private enterprise, capable of administering business incentives and other economic development measures. The Dayton EDA shall be the chief economic development agency for the City, and shall be under the authority of the Dayton City Council.

1.3 *Characteristics.* The Dayton EDA is a public body corporate and politic and a political subdivision of the State of Minnesota with the right to sue and be sued in its own name. The Dayton EDA carries out an essential governmental function when it exercises its power, but the Dayton EDA is not immune from liability because of this.

1.4 *Future Amendments.* Nothing shall prevent the Dayton City Council from amending this enabling resolution to impose limits on the powers of the Dayton EDA or for providing for other matters as authorized by Minnesota Statutes §§ 469.090 to 469.1081, or any other applicable law.

SECTION 2. COMPOSITION OF THE DAYTON EDA.

2.1 *Composition.* The Dayton EDA shall be governed by a Board of Commissioners consisting of ~~five-seven~~ persons appointed by the Mayor with the approval of the Dayton City Council (each one, a “Commissioner”). The ~~five-seven~~ Dayton EDA Commissioners shall be appointed by written Resolution of the Dayton City Council as follows:

A. ~~Three-Five~~ Commissioners shall be members of the Dayton business community, ~~for~~ residents of the City of Dayton with business and/or economic development experience, ~~and~~ each with an interest in promoting the economic growth and development of the City of Dayton (“Community Commissioners”); and

B. The Dayton City Council shall choose two of its members to serve as Commissioners.

2.2 *Terms.*

A. The Community Commissioners shall be appointed each to a six-year term. The four-year terms shall commence on January 31 of the year appointed, and terminate on December 31 of the sixth year following appointment. ~~Any Community Commissioner appointed prior to January 1, 2024, shall continue their existing terms through~~

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~~December 31 of the sixth year following their appointment to such current term. [No Community Commissioner shall serve more than two consecutive terms (full or partial), and no more than a total of 12 consecutive years. A Commissioner may re-apply for additional terms as a Commissioner after a two-year absence from the Dayton EDA.]~~

- B. A Dayton City Councilmember appointed to serve as a Commissioner shall be appointed to serve a term that coincides with, and does not extend beyond, their term in office on the Dayton City Council. So long as a Dayton City Councilmember remains in office, there is no limit on the number of terms that a Dayton City Councilmember may be re-appointed to serve as a Commissioner. ~~[Upon leaving office as a Dayton City Councilmember for any reason, such former Dayton City Councilmember may not be appointed to serve as a Commissioner for a period of two years.]~~

2.3 *Removal for Cause.* Pursuant to Minnesota Statutes § 469.095, subd. 5, following a hearing by the Dayton City Council, a Commissioner may be removed for inefficiency, neglect of duty, or misconduct in office as a Commissioner. A copy of the charges must be given to the Commissioner at least ten days before the hearing before the Dayton City Council. The Commissioner must be given an opportunity to be heard in person or by legal counsel at the hearing. When written charges have been submitted against a Commissioner, the Dayton City Council may temporarily suspend the Commissioner. If the Dayton City Council finds that those charges have not been substantiated, the Commissioner shall be immediately reinstated. If a Commissioner is removed, a record of the proceedings, together with the charges and findings, shall be filed in the office of the Dayton City Clerk.

2.4 *Vacancies.* A vacancy is created on the Dayton EDA Board of Commissioners when a Dayton City Councilmember is no longer in office on the Dayton City Council, or when a Commissioner is removed for cause. A vacancy for this or any other reason must be filled for the balance of the unexpired term in the manner in which the original appointment was made.

2.5 *Compensation and Reimbursement.* A Commissioner, including the president, shall be paid for attending each regular or special meeting of the Dayton EDA, in an amount to be determined by the Dayton City Council. In addition to receiving pay for meetings, Commissioners may be reimbursed for actual expenses incurred in doing official business of the Dayton EDA. All money paid for compensation or reimbursement must be paid out of the Dayton EDA's budget. The rate of compensation or reimbursement shall be established by written Resolution of the Dayton City Council.

2.6 *Conflict of Interest.* Except as authorized in Minnesota Statutes § 471.88, and subject to the requirements and penalties of Minnesota Statutes § 469.098, no Commissioner may acquire any direct or indirect financial interest in any project or in any property included or planned to be included in any project of the Dayton EDA, or in any contract or proposed contract for materials or service to be furnished or used in connection with any project of the Dayton EDA.

SECTION 3. OFFICERS, DUTIES, ORGANIZATIONAL MATTERS.

3.1 *Bylaws.* The Dayton EDA may propose and adopt bylaws to govern its procedures, which must be approved by the Dayton City Council by written resolution. Any amendments to such bylaws must also be approved by the Dayton City Council by written resolution. The Bylaws or amendments to the Bylaws shall be ineffective without approval by the Dayton City Council by written resolution. The Bylaws may not purport to change the powers of the Dayton EDA as granted by this Enabling Resolution.

3.2 *Official Seal.* The official seal of the City of Dayton is the official seal of the Dayton EDA.

3.3 *Officers.* The Dayton EDA shall annually elect a president, a vice-president, a treasurer, a secretary, and an assistant treasurer. A Commissioner must not serve as president and vice-president at the same time, but the other offices may be held by the same Commissioner. Someone other than a Commissioner may hold the offices of secretary and assistant treasurer.

3.4 *Duties and powers.* The officers have the usual duties and powers of their offices. They may be given other duties and powers by the Dayton EDA.

3.5 *Powers and Duties of Treasurer and Assistant Treasurer.* The Treasurer for the Dayton EDA:

- A. shall receive and is responsible for the Dayton EDA money;
- B. is responsible for the acts of the Assistant Treasurer;
- C. shall disburse Dayton EDA money by check only;
- D. shall keep an account of the source of all receipts, and the nature, purpose, and authority of all disbursements; and
- E. shall file the detailed financial statement of the Dayton EDA with its secretary at least one time per year at times set by the Dayton EDA.

The Assistant Treasurer has the powers and duties of the Treasurer if the Treasurer is absent or disabled.

3.6 *Treasurer's Bond.* The Treasurer shall give bond to the State conditioned for the faithful discharge of official duties. The bond must be approved as to form and surety by the authority and filed with the Dayton EDA Secretary. The bond must be for twice the amount of money likely to be on hand at any one time, as determined at least annually by the Dayton EDA provided that the bond must not exceed \$300,000.

3.7 *Public money.* Dayton EDA money is public money.

3.8 *Checks.* A check of the Dayton EDA must be signed by the Treasurer and one other officer named by the Dayton EDA in written a resolution. The check must state the name of the payee and the nature of the claim for which the check is issued.

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3.9 *Financial statement.* The detailed financial statement must of the Dayton EDA show all receipts and disbursements, their nature, the money on hand, the purposes to which the money on hand is to be applied, the credits and assets, outstanding liabilities of the Dayton EDA in a form required for the financial statements of the City of Dayton. The Dayton EDA Board of Commissioners shall examine the statement together with the Treasurer's vouchers. If the Dayton EDA Board of Commissioners finds that the statement and vouchers are correct, it shall approve them by written resolution and enter the resolution in its records.

SECTION 4. DAYTON EDA STAFF.

4.1 The City Administrator shall serve as Executive Director of the Dayton EDA.

4.2 Subject to limits set by the appropriations or other funds made available, the Dayton EDA may employ such staff, technicians, and experts as may be deemed proper by the Dayton EDA Board of Commissioners, including engineering, legal, public accounting, consulting, or other services. Also subject to limits set by the appropriations or other funds made available, the Dayton EDA may also incur such other expenses as may be necessary and proper for the conduct of its affairs.

4.3 If the Dayton EDA hires such staff or consultants, except as expressly otherwise approved by the Dayton City Council by written resolution, the City's administrative, managerial, and personnel practices, rules, and policies shall apply to the Dayton EDA, and its employees and consultants.

4.4 The Dayton EDA may purchase the supplies and materials it needs to carry out its functions, and may use the City of Dayton purchasing department in connection with construction work and to purchase equipment, supplies, or materials. The City of Dayton may furnish offices, structures and space, and stenographic, clerical, engineering, or other assistance to the Dayton EDA.

SECTION 5. FUNCTIONS, POWERS, AND DUTIES.

5.1 *Statutory Powers.* Except as specifically limited by the provisions of this Enabling Resolution, the Dayton EDA shall have the powers and duties of an economic development authority pursuant Minnesota Statutes §§ 469.090 to 469.1081; and the powers and duties of a Housing and Redevelopment Authority pursuant to §§ 469.001 to 469.047.

5.2 *Establishment of Districts.* The Dayton EDA may create and define the boundaries of economic development districts at any place or places within the city of Dayton, as provided in Minnesota Statutes § 469.101, subd. 1.

5.3 *Property Rights.* The Dayton EDA may exercise its powers related to real property as follows:

- A. Acquisitions. The Dayton EDA may acquire by lease, purchase, gift, or devise the needed right, title, and interest in property to create economic development districts, which shall

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be paid from Dayton EDA funds. The Dayton EDA may hold and dispose of the real property subject to the limits and conditions set forth in Minnesota Statutes §§ 469.090 to 469.108. The title to any real property acquired by purchase must be in fee simple, absolute. The Dayton EDA may accept an interest in real property acquired in another way subject to any condition of the grantor or donor. Any condition must be consistent with the proper use of the real property as set forth in Minnesota Statutes §§ 469.090 to 469.108.

- B. Options. The Dayton EDA may sign options to purchase, sell, or lease real property.
- C. Rights; Easements. The Dayton EDA may acquire rights or an easement for a term of years or perpetually for development of an economic development district.
- D. Accept Public Land. The Dayton EDA may accept conveyances of land from all other public agencies, commissions, or other units of government, if the land can be properly used by the Dayton EDA in an economic development district, to carry out the purposes of Minnesota Statutes §§ 469.090 to 469.108.

~~D.E.~~ Sale of Property. Subject to the limitations of this Resolution and in conformance with the requirements of Minnesota Statutes § 469.105, the Dayton EDA may sell and convey property owned by it within the City or an economic development district if the Dayton EDA determines that the sale and conveyance are in the best interests of the City or district and its people, and that the transaction furthers the general plan of economic development.

5.4 *Partnerships, Cooperation, Memberships*. The Dayton EDA may exercise its powers in conjunction with other entities as follows:

- A. Partnerships. The Dayton EDA may be a limited partner in a partnership whose purpose is consistent with the purpose of the Dayton EDA.
- B. Cooperation with Other Governmental Entities. The Dayton EDA may cooperate with or act as agent for the federal or state government or a state public body, or an agency or instrumentality of a government or other public body to carry out the powers granted it by Minnesota Statutes §§ 469.090 to 469.1081 or any other related federal, state, or local law in the area of economic development district improvement.
- C. Memberships. The Dayton EDA may join an official, industrial, commercial, or trade association or other organization concerned with such purposes, hold reception of officials who may contribute to advancing the City and its economic development, and carry out other appropriate public relations activities to promote the city and its economic development.

5.5 Loans. The Dayton EDA may make loans to businesses or to for-profit or nonprofit corporations for any purpose that the Dayton EDA is authorized to carry out. Prior to making any such loans, the EDA must create a program setting forth the purpose, eligibility criteria, limits,

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guidelines, procedures, and other requirements under which such loans may be made. The City Council must review and approve any loan program prior to implementation by the Dayton EDA.

5.6 Annual Strategic Planning. The Dayton EDA ~~may shall~~ annually develop or update ~~and present~~ an economic development strategy, and present it to the Dayton City Council for consideration and approval.

5.76 Other Duties, Official Functions. The Dayton EDA may perform such other duties that may be lawfully assigned to it by the City. All city employees shall, upon request and within a reasonable time, furnish the Dayton EDA or its employees or agents such available records or information as may be required in its work. The Dayton EDA or its employees or agents may, in the performance of official duties, enter upon lands and make examinations or surveys in the same manner as other authorized City agents or employees and shall have such other powers as are required for the performance of official functions in carrying out the purposes of this ~~resolution~~Resolution.

SECTION 6. LIMITATIONS OF POWER.

6.1 The following limits apply to the Dayton EDA and its operation:

- A. The sale of bonds or other obligations of the Dayton EDA must be approved by the Dayton City Council by written resolution.
- B. The administrative structure and management practices and policies of the Dayton EDA must be approved by the Dayton City Council by written resolution.
- C. The Dayton EDA must follow the budget process for City departments in accordance with City policies, ordinances, and resolutions.
- D. The Dayton EDA must develop annual goals and plans for development and redevelopment within the City, and shall submit those plans to the Dayton City Council for its review and approval by written resolution.

(1) Any substantial additions or variations from the annual development plans approved by the Dayton City Council must be timely submitted to the Dayton City Council for review and approval by written resolution; and

(+)(2) The Dayton EDA shall present annual goals, and progress on such goals, to the Dayton City Council two times per year. One of these required presentations must occur as part of the City's budgeting process.

D.E. Development and redevelopment actions of the Dayton EDA must be in conformity to the City comprehensive plan and official controls implementing the comprehensive plan, and any such development or redevelopment plans must be submitted, reviewed, and approved pursuant to standard City processes and procedures.

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- ~~E. The Dayton EDA must submit any plans for development and redevelopment to the Dayton City Council for approval in accordance with City's planning procedures and laws.~~
- F. If the Dayton EDA develops a lands sale policy, the Dayton EDA must submit such policy to the Dayton City Council for approval by written resolution.
- G. Except when previously pledged by the Dayton EDA, whenever the Dayton City Council determines that any portion of the financial reserves generated by activities of the Dayton EDA are not necessary for the successful operation of the Dayton EDA, the Dayton City Council may, by written resolution, require the Dayton EDA to transfer such reserves to the debt service funds of the City, to be used solely to reduce tax levies for bonded indebtedness of the City.
- H. The Dayton EDA must submit all planned activities for influencing the action of any other governmental agency, subdivision, or body to the Dayton City Council for approval.
- ~~I. [The Dayton EDA may not exercise any specific powers contained in §§ 469.124 to 469.134 without the prior express approval of the Dayton City Council by written resolution.]~~

6.2 As provided in Minnesota Statutes § 469.092, it is the intention of the Dayton City Council that nothing in this resolution nor any activities of the Dayton EDA are to be construed to impair the obligations of the City of Dayton under any of its contracts, or to affect in any detrimental manner the rights and privileges of a holder of a bond or other obligation issued by the City of Dayton prior to the date of this resolution.

6.3 The Dayton EDA must fulfill all of the obligations set forth in Minnesota Statutes § 469.100.

SECTION 7. IMPLEMENTATION.

7.1 *Officers Authorized to Act.* The Dayton Mayor, City Administrator, and other appropriate City officials are authorized and directed to take the actions and execute and deliver the documents necessary to give full effect to this ~~resolution~~Resolution.

7.2 *Reservation of Authority to Amend.* The Dayton City Council reserves the authority to adopt such ordinances and further resolutions as are required or may be permitted by Minnesota Statutes §§ 469.090 to 469.1081 to give full effect to this ~~resolution~~Resolution, and to modify this ~~resolution~~Resolution (and the authority granted and limitations set forth in this ~~resolution~~Resolution) as it may from time to time deem appropriate or necessary. Nothing in this resolution is intended or shall be construed to prevent the Dayton City Council from modifying this ~~enabling r~~Resolution to impose new or different limitations upon the Dayton EDA as authorized by Minnesota Statutes §§ 469.090 to 469.1081 or to grant additional powers to the Dayton EDA as authorized by Minnesota Statutes §§ 469.090 to 469.1081.

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7.3 *Severability.* If any section, subsection, or part of this Resolution shall be held unconstitutional or void, the remaining provisions shall nonetheless remain in full force and effect.

7.4 *Effective Date.* This Resolution shall take effect immediately upon its adoption.

SECTION 8. DETERMINATION BY THE DAYTON CITY COUNCIL.

The Dayton City Council determines that the actions taken by the Dayton EDA since 2014 have complied with the limitations imposed on the Dayton EDA by the Dayton City Council pursuant to Minnesota Statutes § 469.092, and such determination is conclusive pursuant to Minnesota Statutes § 469.092, subd. 4.

Adopted by the Dayton City Council this 12 day of August, 2024.

Dennis Fisher, Mayor

ATTEST:

Amy Benting, City Clerk

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

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

RESOLUTION NO. 38- 2024

**RESOLUTION APPOINTING MEMBERS OF THE BOARD OF COMMISSIONERS
FOR THE ECONOMIC DEVELOPMENT AUTHORITY
OF THE CITY OF DAYTON, MINNESOTA**

WHEREAS, pursuant to Minnesota Statutes § 469.093, on August 12, 2024, the City Council of the City of Dayton adopted Resolution _____ - 2024 (the “Enabling Resolution”) establishing the Economic Development Authority of the City of Dayton (“Dayton EDA”); and

WHEREAS, pursuant to Minnesota Statutes § 469.095, upon the effective date of the Enabling Resolution, the Dayton City Council must appoint seven commissioners to serve as the members of the Dayton EDA Board of Commissioners; and

WHEREAS, the Enabling Resolution is effective as of August 12, 2024.

NOW THEREFORE, the City Council of the City of Dayton, Minnesota, resolves:

1. The following persons are appointed to serve as Commissioners, effective upon adoption of this Resolution and for the terms indicated:

Jack Bernens, term ending December 31, 2024;
Tim Huttner, term ending December 31, 2025;
Shawn Luther, term ending December 31, 2025; and
Juan Peralta, term ending December 31, 2025.

2. The seat of a fifth Commissioner remains vacant until such member is appointed by the Dayton City Council.
3. The following City Councilmembers are appointed to serve through December 31, 2024, or until their replacements are appointed by the Dayton City Council:

Councilmember David Fashant;
Councilmember Scott Salonek.

Adopted by the Dayton City Council this 12 day of August, 2024.

Dennis Fisher, Mayor

ATTEST:

Amy Benting, City Clerk

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

NOTICE OF PUBLIC HEARING
CITY OF DAYTON
COUNTY OF HENNEPIN AND COUNTY OF WRIGHT
STATE OF MINNESOTA

CITY COUNCIL MEETING
August 12, 2024
6:30 p.m.
DAYTON CITY HALL
12260 South Diamond Lake Road, Dayton, MN

Notice is hereby given that the City Council for the City of Dayton will hold a Public Hearing on **August 12, 2024**, at 6:30 p.m., or as soon thereafter as is possible, to consider and take action on an interim ordinance establishing a moratorium in the City of Dayton. This moratorium would prohibit the sale and commercial testing, manufacturing, cultivating, growing, transporting, delivery, and distribution of cannabis products, and the operation of any cannabis business, including cannabis cultivation businesses, within the City of Dayton while City Staff works with the City Attorney and State resources in order to establish the appropriate regulatory and zoning framework for these products and uses in the Dayton City Code.

This meeting will be held in the Council Chambers at Dayton City Hall, at 12260 South Diamond Lake Road, Dayton, Minnesota 55327.

All interested parties are encouraged to attend the meeting in-person or virtually via Zoom. If attending virtually and wishing to comment orally, members of the public are encouraged to see the City's website for meeting information. Written comments may be sent via United States Mail to Dayton City Hall, at 12260 South Diamond Lake Road, Dayton, Minnesota 55327, or may be emailed to ABenting@cityofdaytonmn.com. Comments received prior to **August 12, 2024**, will be included in the meeting agenda packet materials. Comments received after that date will be shared at the City Council meeting. Both oral and written testimony from the public will be considered at the time of the hearing.

Please contact City Hall 763-427-4589 with any questions.

Dated: **07/16/2024**

Respectfully submitted,
Amy Benting, City Clerk
City of Dayton, MN

Published in the 08-01-24 issue of the Press.
Posted at the Dayton City Office and the City's website.

ORDINANCE NO. 2024 - 12

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

**AN INTERIM ORDINANCE
PROHIBITING THE OPERATION OF CANNABIS BUSINESSES
AND CANNABIS CULTIVATION BUSINESSES**

The City Council of the City of Dayton does ordain:

SECTION 1. BACKGROUND.

1. By enacting 2023 Session Laws Chapter 63, the Minnesota Legislature enacted Minnesota Statutes, Chapter 342, legalizing adult-use cannabis and permitting the operation of cannabis businesses and the sale of cannabis flower and cannabis products for human consumption. This law creates a new agency, the Office of Cannabis Management, to regulate the sales of cannabis products.
2. Minnesota Statutes, Chapter 342 also establishes new regulations for the sale of lower-potency hemp products containing THC.
3. The law enacts some requirements for production, labeling and testing, and sale of cannabis and hemp products at the state government level. However, the new law creates uncertainty that will need to be resolved by the passage of further regulations by the Office of Cannabis Management.
4. The new law establishes that the sale of products that contain cannabis and THC are still subject to local planning and zoning restrictions and must comply with local zoning codes. The new law provides no guidance on how cities are to zone the new businesses, leaving it to local control.
5. Minnesota Statutes, Chapter 342 was modified in 2024 through the enactment of 2024 Session Laws, Chapter 121, which explicitly authorized the early cultivation of cannabis plants. The Office of Cannabis Management is anticipated to authorize such operations in 2024.
6. Pursuant to Minnesota Statutes § 342.13(e), a unit of local government may adopt an interim ordinance to protect the planning process and the health, safety, and welfare of its citizens. Prior to adopting the interim ordinance, the governing body must hold a public hearing on the topic. The interim ordinance may regulate, restrict, or prohibit the operation of any cannabis business, including cannabis cultivation, within the local government's jurisdiction until January 1, 2025.

SECTION 2. FINDINGS.

1. The City Council finds there is a need to study cannabis products and the uses and businesses related thereto, in order to assess the necessity for and efficacy of regulation and restrictions

relating to the cultivation, sales, testing, manufacturing, and distribution of cannabis products, including through zoning ordinances, in order to protect the public health, safety, and welfares of its residents.

2. The study will allow the City Council to determine the appropriate changes, if any, that it should make to City ordinances.
3. The study was discussed before the City Council at a public hearing held on August 12, 2024.
4. After considering the information available to it, including the testimony of members of the public at the public hearing convened for that purpose, the City Council finds that there is a need to adopt a City-wide moratorium on the operation of any cannabis business, including a cannabis cultivation business, within the City of Dayton while Staff studies the issue.

SECTION 3. MORATORIUM.

1. No individual, establishment, organization, or other entity may open or operate any cannabis business, including a cannabis cultivation business, within the City of Dayton through January 1, 2025.
2. Planning or zoning applications related to cannabis products or applications from individuals, establishments, organizations, or businesses involved in the proposed cultivation, sale, testing, manufacturing, or distribution of cannabis products within the City of Dayton shall not be accepted or considered while the moratorium is in effect.
3. This moratorium does not apply to the selling, testing, manufacturing, or distributing of products related to the medical cannabis program as administered by the Minnesota Department of Health, provided that such activity is done in accordance with the regulations and laws of Minnesota regarding medical cannabis.

SECTION 4. STUDY.

The City Council directs City Staff to study the need for local regulation regarding the cultivation, sale, testing, manufacturing, or distribution of cannabis products, and the operation of cannabis businesses, including cannabis cultivation businesses, within the City of Dayton. Staff must also study the need for creating or amending zoning ordinances or any other ordinances to protect the citizens of Dayton from any potential negative impacts of cannabis products or cannabis businesses. Upon completion of the study, the City Council, together with such commission as the City Council deems appropriate or, as may be required by law, will consider the advisability of adopting new ordinances or amending its current ordinances.

SECTION 5. ENFORCEMENT.

The City may enforce this Ordinance by mandamus, injunctive relief, or other appropriate civil remedy in any court of competent jurisdiction. The City Council hereby authorizes the City Administrator, in consultation with the City Attorney, to initiate any legal action deemed

necessary to secure compliance with this Ordinance. A violation of this Ordinance is also subject to the City's general penalty in City Code § 10.99.

SECTION 6. TERM.

Unless rescinded earlier by the City Council, the moratorium established under this Ordinance shall remain in effect until January 1, 2025, on which date it shall automatically expire.

SECTION 7. EFFECTIVE DATE.

This ordinance shall be in full force and effect immediately upon its passage and publication according to law.

PASSED AND ADOPTED by the City Council for the City of Dayton, Minnesota, on August 12, 2024.

CITY OF DAYTON

Dennis Fisher, Mayor

Attest:

Amy Benting, ACA/City Clerk

ITEM:

Magnus Veterans Foundation is asking for all City fees to be waived for the Sept 7th Event

PREPARED BY:

Amy Benting, Assistant City Administrator/City Clerk

BACKGROUND:

Magnus Veterans Foundation is requesting all of the following fees/services to be waived:

Sept 7th

- Fireworks Permit (\$100)
- Large Assembly Permit (\$60)

Magnus is going through the current process for becoming an event center and could be an approved event center at the end of the month so they would not need a large assembly permit if that is the case. Staff wanted to error on the side of caution and noted it as a fee that would need to be waived in the case that they are not approved as an event center.

RECOMMENDATION:

Staff does not have a recommendation.

ATTACHMENT(S):

None.

ITEM:

Dayton Community Foundation is asking for all City fees to be waived for Heritage Day Event

PREPARED BY:

Amy Benting, Assistant City Administrator/City Clerk

BACKGROUND:

Dayton Community Foundation is requesting all of the following fees/services:

Friday night

- PW Maintenance/police support
- Elsie Stephens Park rental

Saturday

- Police/Fire and PW Maintenance support time
- Sue McLean and McNeil Park rental
- Activity Center reservation fee
- Use of City generator, flatbed, sound system and if needed heaters.

Sunday

- PW maintenance support for cleanup

This comes up every year and it seems to be a stressful topic as the Dayton Community Foundation has not wanted to make any recommended changes to the event for public safety or to make the event bigger. With the committee not wanting any changes or open to suggestions the City's involvement has caused more frustration and angst between the Dayton community foundation and the City staff. This is not a City event and it is coordinated, organized and run by the Dayton Community Foundation.

Some of the information that is needed to lessen the liability on the City is still outstanding. The City has received information from the Dayton Lions insurance policy and the event is not covered under the lion's policy, so an insurance certificate is still needed for Friday and Saturday. There are still questions that City staff has about Fireworks and a possible helicopter ride being offered at this event. This is the only event that has been allowed to use City equipment like the generator and staff has not rented out other City equipment for any other personal or public event.

RECOMMENDATION:

Staff does not have a recommendation.

ATTACHMENT(S):

None.

ITEM:

Dayton Parkway Traffic Signals: CSAH 81–Brockton Lane

PREPARED BY:

Jason Quisberg, Engineering

POLICY DECISION / ACTION TO BE CONSIDERED:

Approve Resolution 38-2024 Ordering Preparation of Report on Proposed Improvement Project
Approve Engineering Proposal for Dayton Parkway Traffic Signals

BACKGROUND:

As discussed at the June 11th Council meeting, a project involving the signalization of the intersections between I-91 and Brockton Lane and I-94 and CSAH 81 is being considered. These improvements would support currently proposed and future development in the area, along with current users as these intersections provide access to Dayton Parkway, and ultimately, I-94.

The attached memo (same as from the June 11th meeting packet) includes some background relating to the intersections along Dayton Parkway, along with some potential project costs and funding options for signalizing the currently uncontrolled intersections.

Also as discussed, it is anticipated that special assessments to benefiting properties will be used as a funding source for, at least a portion of, the project. Therefore, the next step for the project is to order a feasibility study. The attached engineering proposal is for the preparation of said study.

Upon completion of the feasibility study, Council will have the opportunity to continue with the project by accepting the feasibility study and ordering the project.

RECOMMENDATION:

Approve the resolution authorizing the preparation of a feasibility report for the proposed project.

ATTACHMENT(S):

Memo: Dayton Parkway Intersections – Signalization (project description and background)
Resolution 38-2024 Ordering Preparation of Report on Proposed Improvement Project
Engineering Proposal for Dayton Parkway Traffic Signals

To: Jon Sevald, CD Director
City of Dayton

From: Jason Quisberg
[Click or tap here to enter text.](#)

Project/File: 193806765

Date: May 23, 2024

Reference: Dayton Parkway Intersections - Signalization

The Dayton Parkway Interchange was opened in 2022. Construction included signalization of the Dayton Parkway connection at Brockton Lane (CR-101), as well as at the two access ramp intersections; with the connection at CSAH-81 having already been signalized. The expectation has been that the future/planned intersection between Brockton Lane and the interchange would be signalized when the area develops, and the existing Holly Lane/Territorial Road intersection would be signalized when warranted.



There are currently proposed developments that require access to the future/planned intersection. Additionally, there are currently proposed developments that will put additional pressure on the Holly Lane/Territorial Road intersection, to a magnitude that is expected to trigger warrants for signalization. Therefore, it is recommended that intersection controls at both intersections be considered as these expected developments move towards construction.

Reference: Dayton Parkway Intersections - Signalization

Anticipated Project Budget:

For budgeting purposes, we are estimating \$1,500,000 for a project to construct signal systems at these two intersections (\$750,000 for each intersection). Below are some potential considerations for when evaluating possible funding sources for this project.

Future (Westerly) Intersection:

It could be argued the sole benefit from signalizing this intersection is to improve access from the (future) adjacent developments utilizing this intersection as their primary, and only, means of access. Therefore, it seems reasonable that costs for the improvements be funded via the developments utilizing the intersection for access. The level of funding responsibility, entirely covering the project costs, or limited to a portion of the costs, will need to be determined.

The parcels expected to benefit from signalizing this intersection include:

1. Brockton Rush Creek Partners
2. Schany Group – North Parcel
3. Schany Group – South Parcel
4. City of Dayton Parcel (note: potential sale of this parcel under consideration)
5. Gordon Roberg (Dayton Parkway Neighborhood development)

Existing Holly Ln/Territorial Rd (Easterly) Intersection:

Benefit to signalization at this intersection would be more widespread as it is an existing four-legged intersection serving both regional and local traffic on the minor legs. Therefore, it is expected that the entire costs associated with the signalization of this intersection would not be the responsibility of a single user, or even limited number of users (developments).

Assigning cost responsibility to new developments based on contributing “proportionate share” of the traffic at the intersection might be an appropriate method for partially funding the improvements. For example, based on the latest traffic counts, approximately 6,065 vehicles utilize this intersection on a daily basis. Utilizing the Institute of Engineers (ITE) Trip Generation Manual, the anticipated trips that would be generated with the Kwik Trip and Opus developments are 8,644 vehicles/day and 467 vehicles/day respectively. It should be noted that it is expected that 99%+ of the trips generated, for both sites, will utilize this intersection for access to the development sites.

Therefore, it could be said that Kwik Trip traffic comprises of 59% (8,644 of the *would be* 14,709 total) of the vehicles utilizing the intersection. Similarly, Opus traffic comprises of 7% (467 of the *would be* 6,532 total). Translated to the share of estimated costs, based on the \$750,000 budgetary estimate, the cost responsibility would be \$442,500 for Kwik Trip and \$52,500 for Opus. This leaves \$275,000 (\$750,000-\$442,500-\$52,500) to be funded by the city.

Reference: Dayton Parkway Intersections - Signalization

Potential Funding Sources:

1. Chapter 429 Special Assessments
2. Direct developer contribution (via development agreements)
3. Special Area Charges
4. Tax Increment Financing (TIF)
5. City transportation fund
6. Municipal State Aid fund

It might be appropriate to utilize multiple funding sources, whether the signals are constructed as part of the same project, or as separate projects, as it may not be reasonable for any single source to cover the entire project costs.

Recommendation:

It is recommended that a project to signalize these two intersections be initiated sooner rather than later such that the signals can be in place prior to the currently proposed developments need the benefit of the intersection control for adequate access. Stantec can help establish the project scope and timeline, and provide a proposal for the engineering component of the project if desired.

Respectfully,

STANTEC CONSULTING SERVICES INC.

Jason Quisberg

Senior Associate, Senior Civil Engineer

Phone: (763) 252-6873

jason.quisberg@stantec.com

Attachment: [Attachment]

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

RESOLUTION 39-2024

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

WHEREAS, the City Council of the City of Dayton has proposed to order the following improvement project: Dayton Parkway Traffic Signals (the “Improvement”); and

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

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

That the proposed Improvement, called Improvement No. _____ be referred to Stantec Consulting Services Inc. for study; and

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

Adopted by the City Council of the City of Dayton this 12 day of August, 2024.

Dennis Fisher, Mayor

ATTEST:

Amy Benting, City Clerk

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



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

August 6, 2024

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

Dear Dayton City Council,

As requested, Stantec has prepared a project scope, schedule, and budget proposal for the Dayton Parkway Traffic Signal Improvements project. The scope includes preparation of a feasibility study for the proposed improvements, analysis of the two (2) intersections for installation of traffic signals, and preparation of the necessary items needed to complete the Chapter 429 special assessment process.

Background

The Dayton Parkway Interchange was opened in 2022. Construction included signalization of the Dayton Parkway connection at Brockton Lane (CR-101), as well as at the two access ramp intersections; with the connection at CSAH-81 having already been signalized. The expectation has been that the future/planned intersection between Brockton Lane and the interchange would be signalized when the area develops, and the existing Holly Lane/Territorial Road intersection would be signalized when warranted.

There are currently proposed developments that require access to the future/planned intersection. Additionally, there are currently proposed developments that will put additional pressure on the Holly Lane/Territorial Road intersection, to a magnitude that is expected to trigger warrants for signalization.

Scope of Work

Task 1 – Project Management

1.1 – Project Coordination and Administration

This task includes activities to oversee the project components including budget and schedule. Direction is provided to maintain expectations and follow the quality management process to produce and deliver high quality deliverables. Projects moving through the preliminary design phase are inherently fluid. On-going, communication with stakeholders during this phase of the project will be necessary to establish and meet expectations while setting the project up for a successful completion. We will monitor the project schedule to meet critical dates for approvals and project benchmarks. We will manage the project within the programmed budget, provide quality control assurance, and help achieve compliance with state and federal laws, rules, and regulations.

Reference: Dayton Parkway Traffic Signals

1.2 – Meetings and Agency Coordination

Communication with key stakeholders is critical to success. We will work with the city to identify necessary internal and external stakeholders at a kickoff meeting. An agenda and list of necessary data will be included for review. An additional two (2) meetings are included to accommodate any additional design related meetings requested by the city or if necessary to coordinate with Hennepin County.

1.3 – Quality Management

Stantec will administer a project specific Quality Management Plan (QMP), which addresses specific project needs and deliverables. The basic format for the quality certification will be a design criteria conformance check, independent peer review, and verification format. Upon completion of the quality check process, the project manager will sign and date items as approved. Stantec will meet our ISO 9001 certification requirements and internal Design Bid Build QMP. Stantec uses Bluebeam Revu for the quality reviews of the report and design plan deliverables.

Task 1 – Deliverables Summary

- Monthly Invoicing, status, and progress reports
- Maps, drawings, agendas, and minutes for meetings as needed.

Task 2 – Data Collection

2.1 – Existing Information

Stantec will collect and review available mapping, including aerial photographs, right-of-way mapping, recorded plats, easements, utility base maps, development plans, and record plans, agency standards, and design details. We will review the information assembled to confirm its adequacy and supplement the information with field surveys if needed.

2.2 – Private Utilities

Stantec will collect and review existing utility information and perform a Gopher State One Call (GSOC) request for information. All public and private utility information will be reviewed for adequacy and supplemented with field surveys as necessary.

2.3 – Traffic Counts

Stantec will coordinate collection of 24-hour tube counts for Dayton Pkwy at each intersection (2 locations total) to determine the peak 13-hour volumes for each location.

2.4 – Trip Generation

Stantec will perform a trip generation calculation to estimate future traffic levels for the proposed intersection as a baseline for the traffic signal warrant analysis. Proposed data to be developed include:

Reference: Dayton Parkway Traffic Signals

- 13-hour turning movement counts collected in January 2024 at Dayton & Territorial/Holly through the last project will be used to get the baseline turning movements at the intersection and will be adjusted proportionally based on the collected tube count at that location.
- The ITE trip generation manual, 11th ed. will be used for the known proposed developments to estimate the additional turning movement counts at the Territorial/Holly intersection under a full build out scenario.
- Time of day distribution will be developed to extrapolate peak hour trip generation over a 13-hr period.
- The existing study of the development west of the interchange from February 2023 will be used to determine the full build out turning movement counts at the west intersection.

2.5 – Crash Data

Stantec will collect crash data obtained from the Minnesota Crash Mapping Analysis Tool (MnCMAT2) for review.

2.6 – Supplemental Survey

Should existing data collected from others not be sufficient to produce final design ready documents, Stantec will perform supplemental survey to fill in any gaps. Supplemental survey could include:

- Establishment of horizontal and vertical control.
- Coordination and collection of private utility locations within the project area.
- Collection of detailed information for ADA or ROW beyond existing data provided.

Task 2 – Deliverables Summary

- Identification of construction impacts on utilities
- Copies of GSOC information and any other collected data
- Traffic count summaries for each intersection
- Existing crash data along the project corridor
- Supplemental field survey

Task 3 – Feasibility Report

3.1 – Report Preparation

Stantec will prepare a feasibility report for the proposed improvements outlining:

- Information collected for the project area
- Summary of impacts to existing facilities and properties
- Traffic Signal Warrant Analysis findings
- Estimate of costs for the proposed improvements
- Anticipated schedule

Reference: Dayton Parkway Traffic Signals

3.2 – Traffic Signal Warrant Analysis

Stantec will perform a traffic signal warrant analysis at the two proposed intersections to examine each of the nine (9) applicable warrants following guidelines in the current MN Manual of Uniform Traffic Control Devices (MNMUTCD). One immediate full buildout scenario will be selected to analyze. Background vehicle growth independent of the local developments will be projected to the selected scenario year using the growth rate developed through the last project. A summary of analyses and recommendations will be included as an appendix within the feasibility report.

3.3 – Chapter 429 Special Assessments

The city anticipates supporting the project cost with special assessments applied to adjacent properties using the Chapter 429 Special Assessment Process. The Minnesota State Statute Chapter 429 outlines the required steps a city must follow to implement special assessments. The process includes:

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

Stantec will coordinate the required tasks within the Chapter 429 process with the city to allow for the application of special assessments to adjacent properties. It is anticipated that executing the process for special assessments will be made with a contract for final design and bidding.

Task 3 – Deliverables Summary

- Draft and final feasibility report for review and comment
- Traffic Signal Warrant Analyses report and recommendations
- Reports and supporting documentation to:
 - Initiate Chapter 429 process
 - Hold a Public Hearing

Reference: Dayton Parkway Traffic Signals

Fee and Schedule

Project Budget

We estimate the fee to provide the scope as described to be outlined below.

Task	Cost
Task 1 – Project Management	\$ 21,000
Task 2 – Data Collection	\$ 13,000
Task 3 – Feasibility Study	\$ 22,000
Subtotal	\$ 56,000
Subconsultants & Reimbursable Expenses	\$2,000
Total	\$ 58,000

Stantec will complete this scope of work according to the Master Service Agreement and previous practices with the City of Dayton.

Any changes to the project scope or estimated hours to complete the work will be communicated to the city in a timely fashion. Stantec will not proceed with additional services or services outside of the scope of work contained in this letter without approval from the City.

Project Schedule

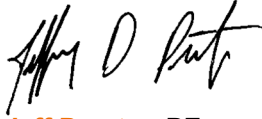
Notice to Proceed	August 2024
Data Collection	September 2024
Initiate Special Assessments	October 2024
Draft Feasibility Report	November 2024
Public Hearing/Authorize Design	December 2024

We hope this letter defines the of scope work and the estimated fee of services to your satisfaction. On behalf of our Stantec team, we thank you for this opportunity to be of service to your community.

Reference: Dayton Parkway Traffic Signals

Regards,

Stantec Consulting Services Inc.



Jeff Preston PE
Senior Engineer
Phone: 612.712.2115
jeff.preston@stantec.com



Jason Quisberg PE
City Engineer
Phone: 763.252.5673
jason.quisberg@stantec.com

By signing this proposal, City of Dayton authorizes Stantec to proceed with the services herein described and the work will be completed in accordance with the existing Master Service Agreement.

This proposal is accepted and agreed on the _____ day of _____, _____.

Per: _____

Print Name & Title

Signature

stantec.com

ITEM:

Approval of Ordinance 2024-11 Amending City fees and escrow schedule for 2024

PREPARED BY:

Zach Doud, City Administrator

POLICY DECISION / ACTION TO BE CONSIDERED:

Consider Approval of Ordinance 2024-11

BACKGROUND:

The Fee Schedule was last approved on the March 12, 2024 Council Meeting. There are only 2 changes that are needed on the fee schedule but the City is not able to wait for next year to implement these changes.

The changes are noted in red on the attachment and are related to the sewer service that is provided by the City of Rogers and their increase rate for sewer service treatment per their rate schedule. City Staff was made aware of this in May of 2024 but did not have an estimated impact on the budget until after the July Utility Billing date. The impact is in the neighborhood of \$25-\$35,000 if we wait until next year to implement this change. It is not worth us waiting for this amount of impact so we are looking to approve an increase based on the increase from the City of Rogers.

Lastly, we have had a discussion about cannabis at Council and would like to add those fees related to the retail of cannabis so we are prepared for this happening. We currently have licensed low-potency gummies being sold in the City of Dayton but don't have a fee on the fee schedule for their registration with the City. Staff worked together to come up with a similar scale of fee for cannabis (full strength) and low potency to mimic alcohol and tobacco.

CRITICAL ISSUES:

There are no outstanding issues.

RELATIONSHIP TO COUNCIL GOALS:

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

RECOMMENDATION:

Staff recommends adoption of Ordinance 2024-11 Amending fees and escrow schedule for 2024.

ATTACHMENT(S):

Fee and Escrow Schedule



FEE SCHEDULE 2024

SECTION 1: ADMINISTRATIVE

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

CITY PUBLICATIONS IF COPIES REQUESTED

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

SECTION 2: CITY CLERK

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

RECORDING – HENNEPIN/WRIGHT COUNTY

<i>ABSTRACT & TORRENS PROPERTIES:</i>	Actual Cost + Staff Time
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RENTAL HOUSING LICENSE- VALID FOR 2 YEARS

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

ADULT ENTERTAINMENT ESTABLISHMENT

<i>COST PER ESTABLISHMENT:</i>	\$5,000
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SOLICITOR/PEDDLER/TRANSIENT MERCHANTS

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

FACILITY RESERVATION FEES

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

ACTIVITY CENTER RENTAL

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

ACTIVITY CENTER & ELSIE STEPHENS PARK PACKAGE***	
Refundable deposit	\$500.00
Resident	\$375.00
Non-resident	\$425.00
CORPORATE MEETING PACKAGE****	
Rental fee	\$600.00
Refundable deposit	\$500.00
WEDDING RENTAL PACKAGE*****	
Resident Rental	\$800.00
Non-resident Rental	\$875.00
Refundable Deposit	\$800.00
<p><i>activity center rental notes:</i></p> <p><i>*Civic groups have free rental, with \$150 refundable deposit, Mon -Thur 4:00pm to 9:00pm</i></p> <p><i>** hourly rates Fri-Sun are available no more than 45 days ahead of event date</i></p> <p><i>*** Activity Center & Elsie Stephens Package includes one day rental (Fri-Sun) at Elsie Stephens Park between 10a-sunset and one day rental (Fri-Sun) activity center rental 10a-midnight. Package is for same-day rental only. Does not include linens, technology package, security, or other additions. City Staff has discretion to temporarily adjust ordinances upon review of the application and event.</i></p> <p><i>**** Corporate Meeting Package includes one day rental of activity center, Mon-Thurs 8a-5p, basic event technology package, and choice of linens package. price does not include any ala carte or additional items.</i></p> <p><i>***** Wedding Package includes one day rental for 3 hours (Fri-Sun) at Elsie Stephens Park between 10a-Sunset and one day rental (Fri-Sun) Activity Center Rental 10a-midnight. Park & full day Activity Center is for same-day rental only. The price includes 2 hours of setup time at the Activity Center the night before event, if the building is not previously rented. Package also includes Basic Event Technology Package, and choice of Linens Package. Price does not include any Ala Carte or additional items.</i></p>	

LARGE ASSEMBLY PERMIT

200+ PEOPLE:	\$60.00 per event
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LIQUOR/TOBACCO/CANNABIS LICENSING - ANNUAL

ON SALE LIQUOR LICENSE:	\$3,000 per year (due July 1st)
OFF SALE LIQUOR:	\$100 per year (due July 1st)
ON SALE SUNDAY LIQUOR:	\$200 per year (due July 1st)
SET UP LICENSE:	\$125 per year (due April 1st)
OFF SALE 3.2 LICENSE:	\$15 per year (due July 1st)
TEMPORARY ONE DAY 3.2:	\$15 per day
1ST FAILED COMPLIANCE CHECK – LIQUOR	\$500 administrative fine

2ND FAILED COMPLIANCE CHECK - LIQUOR	\$1,500 administrative fine
3RD FAILED COMPLIANCE CHECK – LIQUOR	Revocation of License
TOBACCO LICENSE:	\$200 per year (due January 1st)
CANNABIS REGISTRATION	\$3,000 per year (due July 1 st)
LOW POTENCY CANNABIS REGISTRATION	\$200 per year (due July 1 st)
TEMPORARY INTOXICATING BEVERAGE LICENSE:	\$25 per day
1ST FAILED COMPLIANCE CHECK – TOBACCO AND/OR CANNABIS	\$500 administrative fine
2ND FAILED COMPLIANCE CHECK – TOBACCO AND/OR CANNABIS	\$1,500 administrative fine
3RD FAILED COMPLIANCE CHECK – TOBACCO AND/OR CANNABIS	Revocation of License
MISCELLANEOUS	
NONRESIDENT NOTARY FEE	\$1.00 Per Document

SECTION 3: BUILDING

ACCESSORY BUILDINGS OVER 200 SQUARE FEET (RESIDENTIAL)	
200 TO <u>1,250</u> SQUARE FEET (SQ. FT.)	\$300 + \$1 state surcharge
<u>1,251</u> SQ. FT. AND OVER	\$400 + State Surcharge ³
ACCESSORY BUILDING OVER 200 SQUARE FEET (NON-RESIDENTIAL)	Based on valuation ¹ + Plan Check ² + State Surcharge ³
NEW CONSTRUCTION HOMES (INCLUDES TOWNHOMES, ROW HOMES, AND SIMILAR)	Based on valuation ¹ + Plan Check ² + State Surcharge ³
<u>NON-RESIDENTIAL NEW CONSTRUCTION PRINCIPAL STRUCTURE</u>	<u>Based on valuation¹ + Plan Check² + State Surcharge³</u>
BASEMENT REFINISHING, REMODELS, AND ADDITIONS REQUIRING BUILDING PERMIT:	Based on valuation ¹ + Plan Check ² + State Surcharge ³
DISCOUNT FOR HOMES 20 YEARS OR OLDER (REMODELS, BASEMENT FINISHES, ADDITIONS)	25% reduction on permit fee and <u>Plan Check²</u> ; State surcharge is still applied based on valuation
LANDSCAPING/SITE REVIEW ESCROWS (IF REQUIRED):	\$3,000.00 (minimum escrow)

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

*Any building permit type not mentioned (e.g. residential, commercial, industrial, new construction) fee will be **BASED ON VALUATION¹ + PLAN CHECK² + STATE SURCHARGE³** (SEE SECTION 10 BELOW). When work requiring a permit has been commenced without first obtaining a permit, a special investigation shall be made before a permit may be issued for such work. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The minimum investigation fee shall be no greater than the permit fee.

SECTION 4: OVER THE COUNTER

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

SECTION 5: PLANNING

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

*Any building permit type not mentioned (e.g. residential, commercial, industrial, new construction) fee will be based on **BASED ON VALUATION¹ + PLAN CHECK² + STATE**

SURCHARGE³ (SEE SECTION 10 BELOW) WITH THE MOST SIMILAR CONSTRUCTION TYPE. When work requiring a permit has been commenced without first obtaining a permit, a special investigation shall be made before a permit may be issued for such work. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The minimum investigation fee shall be no greater than the permit fee.

SECTION 6: DEVELOPMENT ** (SEE NOTE)

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

<i>ALL OTHER DISTRICTS:</i>	\$300.00 Application Fee; \$2,000.00 Escrow
<i>WAIVER OF PLAT:</i>	\$300.00 Application Fee; \$1,500.00 Escrow
GRADING/EXCAVATING PERMIT (CUBIC YARDS)	(when not part of a development application)
50 – 99	\$0
100 – 999	\$100.00 for first 100 cubic yards, plus \$65.00 per each additional 100 cubic yards or fraction thereof
1000 – 9,999	\$350.00 for the first 1,000 cubic yards plus \$60.00 per each additional 1,000 cubic yards or fraction thereof
10,000 – 99,000	\$650.00 for the first 10,000 cubic yards plus \$50.00 per each additional 10,000 cubic yards or fraction thereof
100,000 AND OVER	\$1,200.00 for first 100,000 cubic yards plus \$25.00 per each additional 10,000 cubic yards or fraction thereof.
HAULING FEE WHEN USING CITY STREETS	(materials hauled in or out of site)
<i>LESS THAN 50,000 CUBIC YARDS</i>	\$0
<i>GREATER THAN 50,000 CUBIC YARDS</i>	First 50,000 cubic yards costs \$0 plus \$.55 per additional one cubic yard or fraction thereof
WETLAND APPLICATION	
<i>NO LOSS DETERMINATION:</i>	\$150.00 Application Fee; \$2,000.00 Escrow
<i>EXEMPTION:</i>	\$150.00 Application Fee; \$650.00 Escrow
<i>REPLACEMENT PLAN:</i>	\$150.00 Application Fee; \$1,800.00 Escrow
<i>WETLAND DELINEATION REVIEW:</i>	\$150.00 Application Fee; \$2,000.00 Escrow
<i>WETLAND BANKING APPLICATION:</i>	\$150.00 Application Fee; \$1,250.00 Escrow
<i>LAND DEVELOPMENT WCA REVIEW 1-25 LOTS:</i>	\$300.00 Application Fee; \$2,500.00 Escrow
<i>LAND DEVELOPMENT WCA REVIEW 26-50 LOTS:</i>	\$300.00 Application Fee; \$3,000.00 Escrow
<i>LAND DEVELOPMENT WCA REVIEW EACH LOT OVER 50:</i>	\$300.00 Application Fee; \$25.00 Per Lot Escrow after 50 lots (base \$3,000 Escrow)
<i>INSPECTION OF RESTORATION PLAN</i>	\$250.00
<i>WCA VIOLATION</i>	\$5,000 Escrow
EAW, EIS, AUAR APPLICATION	\$300.00 Application Fee; \$6,000 Escrow

**** NOTE:** In addition to the above fees, applicants shall be responsible for any and all staff fees/costs, attorney fees/costs, and outside consultant fees/costs incurred by the City for the review of the application and other appurtenant work. The current attorney's fee hourly rate is \$200.00-\$225.00 (subject to change). The applicant shall be required to deposit with the City an

escrow in an amount determined by the City sufficient for payment of projected staff, attorney's, and outside consultant fees/costs. If the escrow amount is not deposited with the City, the application shall be deemed incomplete. Additional escrow will be required should the account be depleted or deemed insufficient to cover costs incurred. Any remaining escrow left after the project's close out shall be refunded. For each final plat application, construction cost estimates shall be submitted to the City and will be subject to review and approval of the City Engineer.

SECTION 7: POLICE, FIRE, & PUBLIC SAFETY

DANGEROUS DOGS	
<i>DANGEROUS DOG LICENSE:</i>	\$490.00 per year + annual license
<i>DANGEROUS DOG SIGN:</i>	\$10.00
<i>DANGEROUS DOG TAGS:</i>	\$5.00
<i>FALSE ALARM FINE – POLICE:</i>	\$100.00 fee upon receipt of third false alarm notice at an address in one calendar year. Each additional false alarm after the third is \$100.00
<i>CONTRACT SECURITY</i>	\$125.00/hour
<i>FINGER PRINTING:</i>	\$20.00
<i>POLICE REPORTS:</i>	\$10.00 each
<i>COLOR/DIGITAL PHOTOS</i>	\$10.00 each
<i>SQUAD VIDEO</i>	\$30.00 each
<i>BODY WORN CAMERA VIDEO</i>	\$30.00 each
<i>OTHER VIDEOS</i>	\$30.00 each
<i>ACCIDENT REPORT</i>	\$10.00 each
<i>SPECIAL VEHICLE PERMIT</i>	\$30 for 3 years
FIRE -	
<i>EQUIPMENT CHARGE: (PER HOUR)</i>	
- <i>PUMPER/UTILITY</i>	\$150.00
- <i>TANKER</i>	\$150.00
- <i>RESCUE/CHIEF SQUADS/UTV</i>	\$50.00
- <i>STAFF COST (PER EMPLOYEE)</i>	At cost = Salary + Benefits + Overhead
<i>FIRE WATCH/FIRE DEPARTMENT STANDBY</i>	At cost = Salary + Benefits + Overhead
<i>HAZARDOUS MATERIAL INCIDENT</i>	At cost = Salary + Benefits + Overhead
<i>TENT FEES</i>	
<i>TEMPORARY MEMBRANE STRUCTURE AND TENTS</i>	\$75.00 First Unit \$25 Additional Units, Each
<i>FIRE SUPPRESSION PERMIT</i>	Based on Valuation ¹ + Plan Check ¹

<i>FALSE ALARM FINE – FIRE:</i>	\$100.00 fee upon receipt of third false alarm notice at an address in one calendar year. Each additional false alarm after the third is \$100.00
FIREWORKS PERMIT	\$100.00
FIRE CODE VIOLATION	\$250.00
BURN PERMIT	\$50.00 (Unauthorized Burn Violation - \$300.00)
FIRE REPORTS	\$10.00
FIRE INSPECTIONS	
<i>FIRST FOLLOW-UP:</i>	Free
<i>SECOND FOLLOW-UP:</i>	\$100.00
<i>THIRD FOLLOW-UP:</i>	\$150.00
<i>FOURTH FOLLOW-UP:</i>	\$200.00

SECTION 8: PUBLIC WORKS

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

<i>WATER USAGE: PER 1,000 (GAL) 500,001-1,250,000 GAL:</i>	\$4.00
<i>WATER USAGE: PER 1,000 (GAL) 1,250,001-2,500,000 GAL:</i>	\$4.38
<i>WATER USAGE: PER 1,000 (GAL) OVER 2,500,000 GAL:</i>	\$4.80
<i>SEWER BASE:</i>	\$23.36/Bi-Monthly
<i>SEWER USAGE PER 1,000 (GAL)</i>	\$5.09
<i>SEWER ONLY NDL 1,000 (GAL) AND OVER:</i>	\$8.95
<i>MN CONNECT FEE:</i>	\$1.62/Bi-Monthly
<i>CHAMPLIN FEE PER/ UNIT</i>	\$13.05/Month
<i>NATURES CROSSING:</i>	

WATER METER USE FEES:

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

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

MAINTENANCE (INITIATED BY CITY)

**WATER SHUT OFF AND RECONNECTION
FEE:** \$150.00

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

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

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

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

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

¹Valuation Based Building Permit Fees see below table

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

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

² Plan check fee types

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

³ State Surcharges when based on valuation

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

PRESENTER: Marty Farrell

ITEM: Acceptance of Proposal from Stantec for Environmental Review for Water Trail Launch at Elsie Stephens Park and Goodin Park

PREPARED BY: Marty Farrell

POLICY DECISION / ACTION TO BE CONSIDERED: Acceptance Proposal document from Stantec for a cost of \$50,756.

BACKGROUND:

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

Some of the interest from these agencies includes; DNR have reviewed plans and see no issues with getting permits for the project and they want to actively start promoting the project on their web site, TRPD are very interested in incorporating the water trail into their location next to Goodin Park, which will serve as a trail head for the Mississippi Trail and Diamond Lake Trail. The National Parks Service have received \$100,000 grant funding for this project, NPS also wants to use the Dayton Water Trail as the starting point for their relaunch of their 72 miles of Mississippi Water Trail.

Since the Council acceptance we have received confirmation of the Federal Grant Funding, in July of 2023 that our funding request was going to be \$850,000, significantly lower than the \$3,900,000 that we had asked for. With this in mind it was decided that we needed to limit the scope of the project, to the Elsie Stephens launch as this would fit within the revised funding that we are expecting.

As part of the Federal funding the city is required to perform an Environmental Review of the Elsie Stephens Park, launch site. Staff have had preliminary talks with the US Department of Housing and Urban Development, and Stantec staff, to understand the requirements of the Review. Subsequently Stantec created a scope of work and a cost estimate for that effort. The costs will be reimbursed from the Grant Funding.

CRITICAL ISSUES: This work is critical for the City to be able to access the \$850,000 awarded to the project.

BUDGET IMPACT: Funded NPS Grant \$100,000, HUD grant \$850,000 and CIP Park and Trail Development Fund 408 \$250,000 budget for Phase implementation.

RECOMMENDATION: To accept Environmental Review proposal from Stantec.

ATTACHMENT(S): Environmental review proposal Document.



July 19, 2024

Attention:

Mr. Martin Farrell
Dayton City Public Works Director
12260 South Diamond Lake Road
Dayton, MN 55327

Dear Mr. Farrell,

Reference: Proposal for Community Project Funding Grant Assistance & Environmental Review for the Elsie Stephens Canoe / Kayak Launch in the City of Dayton

The City of Dayton has been awarded a *Community Project Funding Grant through the U.S. Department of Housing and Urban Development (HUD)* for an investment in the Elsie Stephens Canoe / Kayak Launch. The grant covers two locations, including a second site at Goodin Park. The City is not using grant funds for construction at the Goodin Park location however, will be using the extra funds from the Elsie Stephens project to do the design.

Our team, along with Dayton City Public Works Director, met with the HUD Environmental Manager on June 27, 2024, to discuss the project, the environmental review process, and the proper Class of Action (COA) for the environmental review. Based on this conversation, it is assumed that the construction at Elsie Stephens does not trigger an EIS. HUD suggested that the City start with the Environmental Assessment (EA) and anticipates that level of document will satisfy the federal National Environmental Policy Act (NEPA) requirements.

The use of the grant to cover the design costs at the Goodin Park location will require a separate environmental document from the construction of the kayak landing at Elsie Stephens. This will be documented as a programmatic Categorical Exclusion (CATEX) and is anticipated to be a simple form.

There are a number of compliance items related to Community Project Funding (CPF) that the City will need to navigate, as listed below.

Community Project Funding (CPF) Requirements

Task 1: Management (City Task)

There are several logistical items that need to happen right away and others that will run the course of the project. Stantec assumes that the City is managing this CPF funded project and has the following items:

1. A Unique Entity Identifier (UEI) in SAM.gov (replaced the DUNS number).
2. The City's System for Award Management (SAM) account is active.

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3. Providing semi-annual reports on Section 3 Economic Opportunity accomplishments through the duration of the project using HUD's Disaster Recovery Grant Reporting (DRGR) System (even though this is not a disaster project, still need to use this system).

Task 2: Application (City Task)

The City will file an official application with HUD. Application components include:

1. Detailed Project Narrative – capturing the maximum anticipated scope of the proposal, not just a single activity that the CPF grant is going toward; and anticipated project goals, outputs, or outcomes.
2. Line-Item Budget & Narrative
3. Federal Forms – three Standard Federal Forms are required: SF-424, SF 424 D and SF-LLL Disclosure of Lobbying Activities

Task 3: Environmental Review - EA (Stantec Task)

As the designated "Responsible Entity" (RE), the City must complete the environmental review. The EA will be developed in accordance with 42 U.S.C. § 4321, which requires each federal agency to determine the environmental impacts of its actions. HUD has a portal called HEROS, which collects input from the City, which will be used to determine environmental compliance. Stantec will work to complete the EA within HEROS for the City's review and submittal.

The environmental assessment process within HEROS includes an assessment of the following environmental factors:

- Land and Geography.
- Land Cover.
- Soils, Geology, Topography.
- Water Resources.
- Wetlands.
- Drainage and Stormwater Management.
- Climate and Air.
- Greenhouse gases, resiliency, air, noise.
- Climate change.
- Natural Resources.
- Wildlife and plant communities.
- Historical sites.
- Cumulative Effects.
- Potential Cumulative Effects.

The areas listed above will be reviewed through agency correspondence, desktop reviews, and database

July 19, 2024

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searches. Environmental studies contained in this scope include a wetland field delineation and an architectural history review, as outlined below. If additional study is required, Stantec will work with the City to modify the scope to provide additional services.

The compilation of the data and analysis oftentimes involves data bases of other agencies. Stantec will contact and coordinate with the regulatory agencies to provide the necessary review documents and clearances to be attached to the NEPA document within HEROs. Agency coordination as part of this process is anticipated to include:

- Phase I archaeological reconnaissance survey
- Section 7 Coordination through the US Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) tool
- Stantec will provide the following support Tribal Consultation:
 - Identify Tribes that have interest in the project using the Tribal Directory Assessment Tool (TDAT)
 - Draft Tribal consultation letters using *Notice CPD-12-006: Process for Tribal Consultation in Projects that are Reviewed Under 24 CFR Part 58 and When to Consult with Tribes Under Section 106 checklist*
 - Additional coordination as required through the Section 106 Process

It is assumed that the project will not trigger a mandatory Environmental Assessment Worksheet (EAW) under the Minnesota Environmental Policy Act (MEPA). The EA will be advertised for public notice, following which, with no substantive objections, HUD will Authorize Release of the funds, completing the environmental review process. Stantec will assist the City with the publication of required notices, including a *Finding of No Significant Impact and Request for Release of Funds (FONSI and RROF)* and, if required, the two (2) *8-Step Floodplain and Wetland Public Notices*. It is assumed the second 8-Step advertisement will occur with the FONSI and RROF public notification. The City will be responsible for publication fees on all public notifications.

Cultural Resources Review

Archeology

Additional review is anticipated for the Cultural Resources to comply with Section 106, including Archaeologic review, and coordination with the State Historic Preservation Office (SHPO). Stantec will perform a Phase I archaeological reconnaissance survey for a new river access in Dayton, Hennepin County, Minnesota. The reconnaissance survey will encompass Elsie Stephens Park. Stantec principals who will manage the surveys exceed the minimum professional qualifications for archaeology as set forth in "Archaeology and Historic Preservation: Secretary of the Interior's Standards and Guidelines" (Federal Register, Volume 48, No. 190, September 29, 1983, Part IV, page 44739; see also 36 CFR 61) with methodology in accordance with Minnesota SHPO requirements.

The Phase I archaeological reconnaissance survey and resulting report will comply with Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108) and adhere to the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (Title 48 CFR Part 44716), the

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SHPO Manual for Archaeological Projects in Minnesota (Anfinson 2005), and the State Archaeologist's Manual for Archaeological Projects in Minnesota (Anfinson 2011).

Architectural History

Stantec will confirm that an historic architectural reconnaissance survey will not be required. No known properties over 50 years in age or older are located within the Project Area. The term "properties" includes structures, sites, buildings, districts, roads, and/or landscape features, and are referred to as field sites below. If required, Stantec can provide this additional service.

Wetland Delineation

Stantec will complete a delineation of wetland boundaries and other aquatic resource features within designated areas using the methodology set forth in the 1987 U.S. Army Corps of Engineers (USACE) Wetlands Delineation Manual (1987 Manual) and the appropriate Regional Supplement.

The delineation will include an investigation of hydrology, soils, and vegetation to determine wetland boundaries and types per the requirements of the Wetland Conservation Act (WCA) and USACE. USACE data forms will be completed for all upland and wetland data collection points.

Potential wetland areas will be examined per routine offsite and onsite methodologies. Wetland boundaries will be determined through onsite analysis of the vegetation, soils, and hydrology. Non-wetland waters (such as the Mississippi River) will also be delineated based on published or field estimated OHWL elevation, and baseline waterbody information will be obtained. The wetland and non-wetland water feature boundaries will be mapped with a handheld GPS unit with submeter accuracy. A report will be prepared for agency submittal and review which will include background information, methods, and findings from the field work. Components will include data forms, antecedent precipitation analysis, wetland area and type data, photographs, offsite imagery analysis, wetland narrative, and wetland delineation figures. The wetland report and digital boundary files will be submitted to Department staff for review and signature prior to submittal to regulatory agencies.

The report will then be submitted to the Wetland Conservation Act LGU and USACE for review and approval. The LGU will conduct a field review of the delineated wetland and waterbody boundaries. Stantec will attend the TEP field review on your behalf. If needed, Stantec will revise the report per TEP review findings for final report approval.

Assumptions:

- No Architectural History sites will be identified
- Coordination meetings will be virtual.
- No rare species survey is required. In the event that a rare species survey is requested by the agencies, Stantec has a team of biologists with many combined years of field experience that could support this under a separate scope of work.

Task 3 Total

\$49,286

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Task 4: Environmental Review at Goodin Park - CATEX (Stantec Task)

As the designated "Responsible Entity" (RE), the City must document the use of federal funds to perform the engineering services for improvements at Goodin Park. Stantec will complete a programmatic CATEX form to document environmental compliance. Stantec will work with the City and HUD to complete the CATEX within HEROS for the City's review and submittal.

Task 4 Total \$1,472

Compensation

Stantec will complete this scope of work according to the Master Service Agreement with the City of Dayton. We propose that the engineering service phases for this project be provided on an hourly basis with an estimated budget. Any changes to the project scope or estimated hours to complete the work will be communicated to the City in a timely fashion. Stantec will not proceed with additional services or services outside of the scope of work contained in this letter without approval from the City. City of Dayton has individual rates for key City support staff. Rates for hourly staff may be adjusted on a yearly basis in accordance with our yearly rate review.

We have estimated the level of effort required to perform the scope of work described herein and have summarized them for you below:

Summary of Fee

A summary of line items is provided below.

Task 1 Management	\$0
Task 2 Application	\$0
Task 3 Environmental EA	\$49,286
<u>Task 3 Environmental CATEX</u>	<u>\$ 1,472</u>
Total	\$50,756

Closing

We hope this letter defines the of scope work, the proposed schedule, and the estimated fee of services to your satisfaction. If you have any questions about the proposed scope, schedule or estimated fee we will be happy to review with you.

Our team is prepared to move forward with assisting the City upon receiving your authorization.

July 19, 2024

Page 6 of 7

On behalf of our Stantec team, we thank you for this opportunity to be of service to your community. We have enjoyed working with you and your staff through the design development process and we look forward to partnering with the City of Dayton on delivering safe, reliable, and compliant water to your community.

Regards,

Stantec Consulting Services Inc.



Theresa Maahs-Henderson PE
Senior Associate
Phone: 612-712-2083
Theresa.maahs@stantec.com

July 19, 2024

Page 7 of 7

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

described.

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

Per: _____
Client Company Name

Print Name & Title

Signature

**ORDINANCE 2024-10
CITY OF DAYTON
HENNEPIN AND WRIGHT COUNTIES, MINNESOTA**

**AN ORDINANCE REPEALING AND REPLACING
CHAPTER 93 OF THE DAYTON CITY CODE,
DEFINING AND REGULATING SPECIAL EVENTS**

SECTION 1. REPEAL AND REPLACE. Dayton City Code Chapter 93: Large Assemblies, is hereby repealed in its entirety and replaced with the following:

Chapter 93: Special Events

§ 93.01 Purpose and Findings

The purpose of this chapter is to provide a clear framework for the regulation of Special Events in the City of Dayton. By defining the time, place, and manner of such events, and by establishing permit requirements and other regulations, the City seeks to ensure the health, safety, and welfare of the public. The City Council recognizes that special events often exceed the City's capacity to provide usual City services, including sanitary facilities, fire, police, and utility services. This ordinance is necessary to ensure that such events are conducted with sufficient consideration given to public safety issues, such as the impact on parking and traffic management within the city.

§ 93.02 Definitions

For the purpose of this chapter, the following definitions shall apply unless the context indicates or requires a different meaning.

Person: A natural person, association, organization, club, or group formed for a common purpose, a partnership of any kind, limited liability company, corporation, or any other legal entity.

Retail Sales Event: An outdoor retail sale or display on private commercial property includes, but is not limited to, events such as "tent sales," "sidewalk sales," "truck sales," and other similar events. Retail sales events do not include traditional residential garage/yard sales.

Special Event: An outdoor gathering, whether on public or private property, open to the public where at least 50 individuals are expected to, or do, assemble with a common purpose for one hour or longer. *Special Events* include, but are not limited to, concerts, fairs, carnivals, circuses, parades, flea markets, marathons, walkathons, festivals, races, bicycle events, celebrations, or any other gathering or events of similar nature. *Special Events* do not include private, noncommercial events such as graduation parties or social parties.

§ 93.03 Permit Required

(A) No person shall hold, conduct, or participate in a Special Event within the City unless a permit has been issued for such Special Event upon timely application as required by this ordinance.

(B) Approved IUP and CUP properties will need to contact the city to notify a set time frame or anticipated event schedule at least 30 days prior to any event to being held. No formal application nor payment is needed from these properties for appropriate contact. Contact should be made to the Fire Chief, Police Chief, or City Administrator via email.

§ 93.03 Application

(A) Application must be made at least ~~60-30~~ days before the proposed date of the Special Event. This application period shall not begin until a complete application has been filed with the City.

(B) The application for the required permit shall be made to the City Clerk by filing the permit fee, submitting any deposit needed to cover estimated costs to be incurred by the City for the Special Event, and completing an application form provided by the City Clerk.

(C) In addition to such additional information as the City Clerk may require, the application shall include:

(1) Type and description of the Special Event and a list of all activities to take place at the Special Event.

(2) Name of the sponsoring entity, contact person, address, and phone number.

(3) Proposed date(s) of the Special Event and the beginning and ending times for each date.

(4) Proposed location of the Special Event, including a map of the proposed area to be used, which shows any barricades, street route plans, or perimeter/security fencing. The map must be to scale.

(5) Estimated number of Special Event staff, participants, and spectators.

(6) Any public health plans, including supplying water to the site, solid waste collection, and provision of toilet facilities.

(7) Any fire prevention and emergency medical service plans.

(8) Any security plans.

(9) ~~The admission fee, donation, or other consideration to be charged or requested for admission to the Special Event, if any.~~

(10) Whether food or alcohol is to be served or sold at the Special Event.

(11) Signature of the applicant.

(12) If the Special Event will be in a residential area and one or more streets are proposed to be closed, the applicant must collect and submit the application signatures of or on behalf of the owners or occupants of all properties whose vehicular access to their properties will be blocked, consenting to the street closure.

(13) Tents, Canopies & other membrane structures shall be installed and maintained according to the Minnesota State Fire Code.

(14) If cooking or serving food at the event, attach a copy of the permit from the Hennepin County Health Department.

§ 93.04 Issuance of Permit, Conditions

Special Event permits will be issued upon city staff approval. Reasonable conditions may be attached to the permit as they are deemed necessary to protect health, safety, and public welfare, provided such conditions do not restrict the right to free speech. Such conditions may include, but are not limited to:

(A) Alteration of the date(s), time(s), route, or location of the proposed Special Event.

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- (B) Elimination of an activity at the Special Event threatens public safety and welfare or causes undue liability to the City.
- (C) Requirements for using garbage containers and cleaning and restoring any public property.
- (D) Requirements for appropriate sanitation facilities and the availability of potable water.
- (E) Requirements for appropriate traffic control measures include barricades, fencing, and cones.
- (F) Requirements for appropriate security and crowd management.
- (G) ~~Requirements concerning the accommodation of pedestrian or vehicular traffic, including restricting the event to only a portion of a street or right of way.~~
- (H) Provision of adequate emergency and medical services.
- (I) Compliance with all requirements of the most currently adopted State Fire Code, including an onsite fire inspection if required by the State Fire Code.
- (J) Anyone operating amusement rides must comply with the requirements of Minnesota Statutes, Chapter 184B, regarding carnivals.
- (K) Carnivals are allowed seven days to store and set up equipment before their Special Event and Seven days to clean up the site after the conclusion of the Special Event.
- (L) ~~Candy may be handed out at parades but cannot be thrown from moving objects.~~
- (M) Requirements concerning the area of assembly and disbanding of a parade or other events occurring along a route.
- (N) ~~Removal of advertising/promotional materials.~~
- (O) Requirements for appropriate lighting.
- (P) Requirements for the use of City personnel and equipment.
- (Q) Compliance with animal protection ordinances and laws.
- (R) Restrictions on using amplified sound and compliance with noise ordinances, regulations, and laws.
- (S) Requirements to notify surrounding property owners of the Special Event.
- (T) Restrictions on the sale or consumption of alcohol and compliance with all applicable liquor license laws.
- (U) Applicant must secure all necessary permits from outside agencies such as MnDOT or Hennepin County for road closures.

§ 93.05 Retail Sales Event Permit Required

- (A) No person or commercial business shall hold, conduct, or participate in a Retail Sales Event within the City unless a permit has been issued for such Retail Sales Event upon timely application as required by this ordinance.
- (B) Application must be made at least 30 days before the proposed date of the Special Event. This application period shall not begin until a complete application has been filed with the City.
- (C) The application for the required permit shall be made to the City Clerk by filing the permit fee and completing an application form provided by the City Clerk. In addition to such additional information as the City Clerk may require, the application shall include:
 - (1) Type and description of the Retail Sales Event and a list of all activities to take place at the Retail Sales Event.
 - (2) Name the business/businesses holding the event and the contact person, address, and phone number.

(3) Proposed date(s) of the Retail Sales Event, together with each date's beginning and ending times.

(4) Proposed location of the Retail Sales Event on the retail business property, including a map of the proposed area showing the location of merchandise displays, tents, or other event-related activities.

(5) Signature of the applicant.

§ 93.06 Issuance of Retail Sales Event Permit, Conditions

(A) Retail Sales Event permits will be issued upon staff approval. Reasonable conditions may be attached to the permit as they are deemed necessary to protect health, safety, and public welfare, provided such conditions do not restrict the right to free speech. Such conditions may include, but are not limited to:

(1) Reasonable limitations on the percentage of the property area/parking lot that can be used for the event.

(2) Elimination of an activity at the Retail Sales Event which threatens the public safety and welfare, or which causes undue liability to the City.

(3) Requirements for appropriate parking and traffic control measures, including barricades, fencing, traffic cones, etc., as appropriate.

(4) Event parking to be limited to the on-site parking lot for events in the B2 and B3 zoning districts, with no event-related on-street parking unless otherwise approved by the city.

(5) Requirements for appropriate security and crowd management, as appropriate.

(6) Compliance with all requirements of the most currently adopted State Fire Code, including an onsite fire inspection/tent inspection if required by the State Fire Code.

(7) Removal of advertising/promotional materials from public property.

(8) Restrictions on the use of amplified sound and compliance with noise ordinances, regulations and laws.

(9) Restrictions on the sale or consumption of alcohol and compliance with all applicable liquor license laws.

(10) Applicant must secure all other necessary permits from the City and outside the County, State or Federal agencies.

§ 93.07 Limitations of Retail Sales Event

~~(A) Retail Sales Events are limited to 30 days per calendar year per retail business unless otherwise approved by the city.~~

(B) Retail Sales Events must be held entirely on the private, commercial property where the retail business is legal. Retail Sales Events shall not be located and cannot be held on public property/public right of way unless otherwise approved by the City.

(C) All temporary signage must comply with the City Sign Ordinance, including restrictions on signage, banners, pennants, streamers, strings of lights, flags, searchlights/sky trackers/, and inflatables, unless otherwise approved by the City.

§ 93.08 Exceptions

(A) The requirement for a Special Event Permit does not apply to the following:

(1) Special events sponsored and managed by the city.

(2) Neighborhood block parties held in connection with Night to Unite.

(3) Neighborhood block parties where no streets are proposed to be closed.

(4) Funerals and funeral processions.

(5) Regularly established assembly events on the grounds of any school, playground, City or county park, place of worship, hotel conference center, stadium, athletic field, arena, auditorium, or similar place of assembly.

(B) Neighborhood block parties which are not exempted by (a) above shall require the issuance of a Special Event Permit, subject to the following:

(1) Permits for block parties where only one block is proposed to be closed may be issued by City staff unless staff refers the application to the City Council.

(2) No indemnification or insurance shall be required for neighborhood block parties unless staff determines that unique circumstances require that indemnification or insurance should be required.

§ 93.09 Grounds for Denial or Revocation

(A) All permit applications under this chapter shall be made to the City Clerk and referred to the Chief of Police and other municipal departments or offices as the City Clerk deems necessary to verify and investigate the facts outlined in the application. The Chief of Police and other department heads or officers consulted shall submit their reports and recommendations to the City Clerk.

(B) The city staff shall have the discretion to consider, in granting, denying, or revoking a permit, any reasonable facts or circumstances relating to public health, safety, and welfare, including, but not limited to, the following:

(1) The location of the Special Event would cause undue hardship for adjacent businesses or residents.

(2) A Special Event permit application has already been approved to hold another Special Event at the same time requested by the applicant or so close in time as to cause undue traffic congestion, or to create a situation where the city is unable to meet the needs to provide for law enforcement and other city services for special events.

(3) The Special Event is of a size or nature that requires the diversion of too many law enforcement officers to properly police the event site and contiguous areas, and that allowing the Special Event would unreasonably deny law enforcement protection to the remainder of the city and its residents.

(4) The time, route, hours, location, or size of the Special Event could cause a threat to the public safety, interference with normal traffic flow, congestion, or inconvenience to the public.

(5) The location of the Special Event will interfere with construction or maintenance work scheduled to take place upon or along public property or right-of-way.

(6) Failure to provide a completed application, any fees, or providing false or misleading information.

(7) The applicant fails to comply with the liability insurance requirements or the applicant's insurance lapses or is canceled.

(8) The applicant fails to agree to abide by or comply with all the conditions and terms of the Special Event permit.

(9) The Special Event would seriously inconvenience the public's use of public property, services, or facilities.

- (10) The Special Event would create or constitute a public nuisance.
- (11) The Special Event could cause significant damage to public property or facilities.
- (12) The Special Event would engage in or encourage participants to engage in illegal acts.
- (13) The applicant is a minor during the event.

§ 93.10 Process for Denial or Revocation

(A) Failure of any person to comply with any of the ordinances of the City or the state's laws shall be grounds for denying or revoking a permit granted under this division. If a permit is denied or revoked by the city staff, the city must notify the applicant of the reason(s).

(B) Any permit issued may be summarily revoked by the City's chief law enforcement officer or Fire Chief at any time when, because of disaster, public calamity, riot, or other emergency, the law enforcement officer or Fire Chief determines that the safety of the public or property requires such revocation.

§ 93.11 Fees and Expenses

(A) The application fee for a Special Event permit shall be established by the City Council's annual fee ordinance, and the current application fee shall be paid at the time of application for a permit. In addition, the applicant for a Special Event permit must pay all expenses incurred by the City concerning the Special Event, including, without limitation, all costs related to the provision of police, fire, or traffic management services required for the event and the enforcement of the permit, including any permit conditions.

(B) The City may, as a condition of permit approval, require the applicant to deposit with the City an amount up to 115% of the estimated City expenses as determined by the Finance Department provided. However, as provided in this section, the applicant's obligation to pay all costs is not limited to the deposit amount.

(C) If the City's actual expenses related to the event are less than the deposit amount, the City will refund the excess funds to the applicant.

§ 93.12 Indemnification

All Special Event permits shall include a provision by which the permit holder agrees to defend, indemnify and hold the City, its officers, employees, agents, contractors, and volunteers harmless from any liability, claim, damages, costs, judgments, or expenses, including attorney's fees, resulting directly or indirectly from an act or omission including, without limitation, professional errors and omissions of event promoter, its agents or employees, arising out of the conduct of the activity authorized by such permit and against all loss caused in any way because of the failure of the event promoter to perform all obligations under this section thoroughly.

§ 93.13 Insurance Requirements

(A) Liability Insurance Required. The applicant or sponsor of a Special Event must possess or obtain liability insurance to protect against loss from liability for damages on account of bodily injury or property damage arising from the special event. A certificate of insurance must be filed with the City before issuing any Special Event permit. The certificate of insurance must name the City, its officials, employees, and agents as additional insurers. Insurance coverage must be maintained for the duration of the Special Event.

(B) Minimum Limits. Insurance coverage must be a commercial general liability policy with minimum limits of at least \$1,000,000. If alcoholic beverages are to be sold or distributed at the special event, the policy must also include an endorsement for liquor liability per Chapter 1146 of the City Code. The City Council may require additional endorsements depending on the type of special event and proposed activities.

(C) Waiver or Reduction of Required Limits. The City may waive or reduce the insurance requirements of this Section under the following circumstances:

(1) The applicant or officer of the sponsoring organization signs a verified statement that it believes that the special event's purpose is First Amendment expression and that the cost of obtaining the insurance is so financially burdensome that it would constitute an unreasonable burden on the right of First Amendment expression.

(2) The applicant or an officer of the sponsoring organization signs a verified statement that the insurance coverage required by this Section is impossible to obtain or

(3) The City Council determines that the insurance requirements are more than the reasonable risk presented by the proposed special event.

§ 93.14 Applicability

The provisions of this chapter, all regulations made thereunder, and all permits issued thereunder shall be subject to all applicable and controlling provisions of federal, state, and city laws and all rules and orders issued thereunder.

§ 93.15 Penalty

Violating any provision of this chapter shall be a misdemeanor and subject to all penalties provided for under state law.

SECTION 2. EFFECTIVE DATE This ordinance shall take effect upon its passage and publication as provided by law.

Adopted by the City Council of the City of Dayton on July 23, 2024.

Mayor

ATTEST:

City Clerk

ITEM:

Territorial Road Watermain Extension

PREPARED BY:

Jason Quisberg, Engineering

POLICY DECISION / ACTION TO BE CONSIDERED:

Approve Plans and Specifications and Authorize Ad for Bids for the Territorial Road Watermain Extension

BACKGROUND:

As discussed at previous Council meetings, the construction of a portion of the watermain included in the planned Territorial Road Improvements project is being considered. This would benefit the planned Dayton Storage site development, by allowing use of City water supply and storage, in lieu of an on-site supply and storage, to support their fire suppression system.

The improvements include roughly 1,500' of directionally drilled watermain, extending from the current main terminus to the west, to the proposed storage facility site. The remainder of the utility extensions, and associated road improvements, would be constructed at a later date.



Anticipated Costs/Revenue:

The preliminary total cost estimate for the project was \$450,000. Nothing was identified during the design process that would indicate a substantial deviation from this estimate.

A \$500,000 escrow has been provided by Dayton Storage property owner (primary benefiter of this work). This escrow will be utilized for funding the project through final completion, or until fully expended.

A refined cost estimate will be available upon the opening of bids.

Anticipated Schedule:

Approve Plans/Authorize Bids	August 13, 2024
Open Contractor Bids	September 3 rd
Review Bids/Award Contract	September 10 th
Start Construction	Late September/October
Substantial Completion	November
Final Completion	Spring 2025

RECOMMENDATION:

Approved plans as prepared and authorize the advertisement for bids.

ATTACHMENT(S):

Territorial Road Watermain Extension Advertisement for Bids
Territorial Road Watermain Extension Plans (cover sheet only)

**SECTION 00 11 13
ADVERTISEMENT FOR BIDS**

NOTICE TO CONTRACTORS

Electronic Bid Proposals will be received by the City of Dayton, Minnesota, on the QuestCDN.com website via the VirtuBid electronic bidding application. Only electronic bids will be accepted for this project. Bids will be received on the QuestCDN.com website, until **2:00 P.M., CDT, on Tuesday, September 3rd, 2024**, at which time they will be opened electronically and reviewed for the furnishing of all labor, materials, and all else necessary for the following:

TERRITORIAL ROAD WATERMAIN EXTENSION

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

1700	LF	12" Fusible C-900 PVC Directionally Drilled
2	EA	6" Hydrant and Gate Valve
1	EA	12" Gate Valve
80	SY	Bituminous Pavement Restoration

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

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

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

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

The Project Manual is available on QuestCDN (www.questcdn.com). You may download the digital plan documents for a fee by inputting **Quest Project #xxxxxx** on the website's

project search page. Please contact QuestCDN at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information, and submission of electronic bids.

Direct inquiries to Mark Schroeder at (651) 395-5216 or mark.schroeder@stantec.com or Nick Findley at (952) 334-0653 or nick.findley@stantec.com.

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

PUBLISHED: QuestCDN.com: August 22, 2024
Dayton-Champlin Press: August 22, 2024

CONSTRUCTION PLANS

FOR

TERRITORIAL ROAD WATERMAIN EXTENSION

DAYTON, MINNESOTA

AUGUST 2024

ENGINEER



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

CLIENT



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

City Council

Mayor
Council Member
Council Member
Council Member
Council Member
Administrator

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

WARNING:

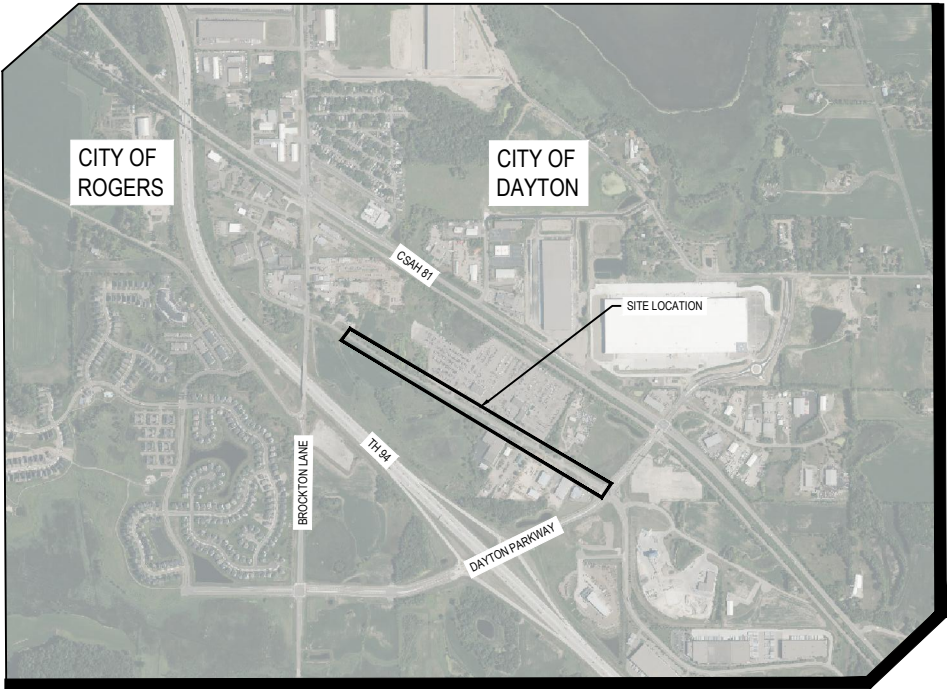
THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND/OR RELOCATION OF LINES.

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

CALL BEFORE YOU DIG

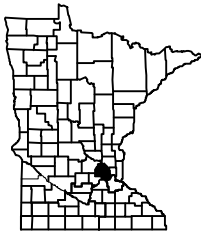
GOPHER STATE ONE CALL

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



VICINITY MAP

NOT TO SCALE



PROJECT LOCATION

CITY: DAYTON
COUNTY: HENNEPIN

SHEET LIST TABLE	
SHEET NUMBER	SHEET TITLE
G-001	COVER SHEET
G-002	GENERAL NOTES
G-003	LEGEND
C-001	EXISTING CONDITIONS AND REMOVALS
C-201	RESTORATION AND ERISION CONTROL PLAN
C-401	WATERMAIN PLAN AND PROFILE
C-402	WATERMAIN PLAN AND PROFILE
C-601	SITE PLAN
C-801	DETAILS
C-802	DETAILS

THIS PLAN SET CONTAINS 10 SHEETS



ONE CARLSON PARKWAY N.
SUITE 100
PLYMOUTH, MN 55447
PHONE: 763-479-4200
FAX: 763-479-4242



CITY OF DAYTON

TERRITORIAL ROAD
WATERMAIN EXTENSION

DAYTON, MINNESOTA 55327

PROJECT TITLE:

ISSUE NO.:

DESCRIPTION:

DATE:

CERTIFICATION:

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

LICENSE NO.:
DATE:

PROJECT NO.: 193807211

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

ISSUE DATE:

ISSUE NO.: 0

SHEET TITLE:

COVER SHEET

SHEET NO.:

G-001