

AGENDA
CITY OF DAYTON, MINNESOTA
12260 S. Diamond Lake Road, Dayton, MN 55327
Tuesday, August 27, 2024

WORKSESSION MASTER PLAN-5PM
REGULAR MEETING OF THE CITY COUNCIL - 6:30 P.M.

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

- 6:30 **CALL TO ORDER**
- 6:30 **PLEDGE OF ALLEGIANCE**
- 6:35 **APPROVAL OF AGENDA**
- 6:35 **CONSENT AGENDA** *These routine or previously discussed items are enacted with one motion*
- 6:35 A. Approval of Work Session and Council Meeting Minutes of August 12, 2024
- 6:35 B. Approval of Payment of Claims for August 27, 2024
- 6:35 C. Approval of Final Pay Application for Jaeger-Jordan Ditch Stabilization
- 6:35 D. Approval of Letter of Credit Reduction for Sundance Greens 9th
- 6:35 E. Approval of Resolution 45-2024; Final Plat River Walk 3rd Addition
- 6:35 F. Approval of Resolution 44-2024; Accepting Donation from RPM Graphics
- 6:35 G. Approval of the Amended and Restated EDA Bylaws
- 6:35 H. Approval of Raffle September 6 Located at Daytona Golf Club
- 6:35 I. Approval of Resolution 41-2024; Appointing David Anderson to EDA
- 6:35 J. Approval of Purchasing Slit Seeder
- 6:40 **OPEN FORUM** *Is limited to Three minutes for non-agenda items; state your name and address; No Council Action will be taken and items will be referred back to staff*
- 6:50 **STAFF, CONSULTANT AND COUNCIL UPDATES**
- 6:50 **COUNCIL BUSINESS**
- 6:50 **New Business**
- 7:00 K. Concept Plan, 11085 French Lake Road (Holland)
- 7:00 L. 2024 Park Improvements Update - Kangas
- 7:00 M. Term Limits for Commission Members
- 7:10 **Action Items**
- 7:10 N. Interim Use Permit Home Extended Business 13551 Norwood Lane (Yancy)
- 7:10 O. Interim Use Permit Event Center (Magnus)
- 7:10 P. Ordinance 2024-10; Special Events
- 7:10 Q. Award Construction Contract for the Central Park Parking Lot Improvement Project
- 7:40 **ADJOURNMENT**

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



TO: Dayton Joint Work Session

FROM: Kevin Shay, Landform

DATE: August 27, 2024 Joint Work Session

RE: Dayton Parkway Master Plan Land Use Discussion

1. Background

On June 27, 2023, City Council approved a work effort to be more proactive in its planning efforts and to establish a master plan for the Dayton Parkway area. The Council established the boundary of the area to be studied.

On September 7, 2023, the Planning Commission held a work session to review the major components of the master plan including land use, transportation, parks/trails and design standards. The Planning Commission provided recommendation on these topics that were used to inform the development of the master plan area.

An online survey was posted on October 23, 2023, to receive feedback from residents on various topics surrounding the master plan. This survey ran for three weeks, and the results are included as an attachment to this report.

We held an open house at the Dayton Community Center on November 29, 2023. This open house was intended to inform the public of the effort on the master plan, share a first draft of the land use map, answer questions from landowners and get feedback. The comments received at this open house were included with the comments received from the online survey.

On March 7, 2024, the draft master plan was brought to the Planning Commission and each section was presented to the commission. The Planning Commission discussed the architecture, housing density, transportation, land use, park spaces and the character of the downtown area. The feedback provided in this meeting will be provided in the updated draft.

A joint work session was held with the Planning Commission and City Council on May 2nd. At this work session the commission and council discussed the land use and transportation for the master plan area. There was strong input to reevaluate the alignment for Dayton Parkway and the master plan effort was paused to allow this discussion to take place with some additional information.

On June 11, 2024, a presentation was made to the City Council to provide the background information on the alignment of the current Dayton Parkway from County Road 81 to 117th Avenue N. The 2030 Comprehensive Plan was based on the Northwest Hennepin County I-94 Sub Area Transportation Study of 2008, and it was approved and adopted in 2010. The 2016 Transportation Plan Update report was finalized in February of 2016. The Dayton Parkway Corridor Study was based on the 2030 Comprehensive Plan and the 2016 Transportation Update and completed in 2019. The 2040



Comprehensive Plan was approved in 2022, and it was a choice between the X alignment and the H alignment, and the X alignment was chosen at that time.

2. Work Session Discussion

At their March 7th meeting, the Planning Commission expressed a desire to further review the land use within the master plan boundary at a joint work session with the Council. To prepare for the land use discussion three land use maps were prepared as follows:

Option 1 – This is the option that was reviewed by the Planning Commission on March 7th. This option includes the most high density residential because the minimum density has not been increased for this map.

Option 2 – This option includes less high density residential with a greater area of medium density residential and a small portion of low density residential that has been added.

Option 3 – This option includes a portion of business park extending from the southern boundary. Additional medium density area has been added to transition land uses over a greater area.

Each land use map option has a table that accompanies it showing the number of acres, minimum density and expected unit capacity for the land use. The minimum density for high density residential has been increased from 15 to 20 units per acre for Options 2 and 3. All 3 options exceed the minimum number of units to comply with the requirements of the Comprehensive Plan.

The land use decided upon can be one of the 3 recommended options or a combination of options presented. Direction should be given so staff can revise the draft master plan accordingly.

Next Steps

- City Council will review the draft master plan along with the feedback from Planning Commission.
- An Open House will be held following the City Council review to present the draft plan. This open house may include a formal presentation with an opportunity for questions and feedback. Staff is working to identify a date for this open house.
- A public hearing will be scheduled for the Planning Commission. The Commission will take public comments on the draft at that meeting.
- The City Council will review and approve the final version of the Dayton Parkway Master Plan.

3. Action



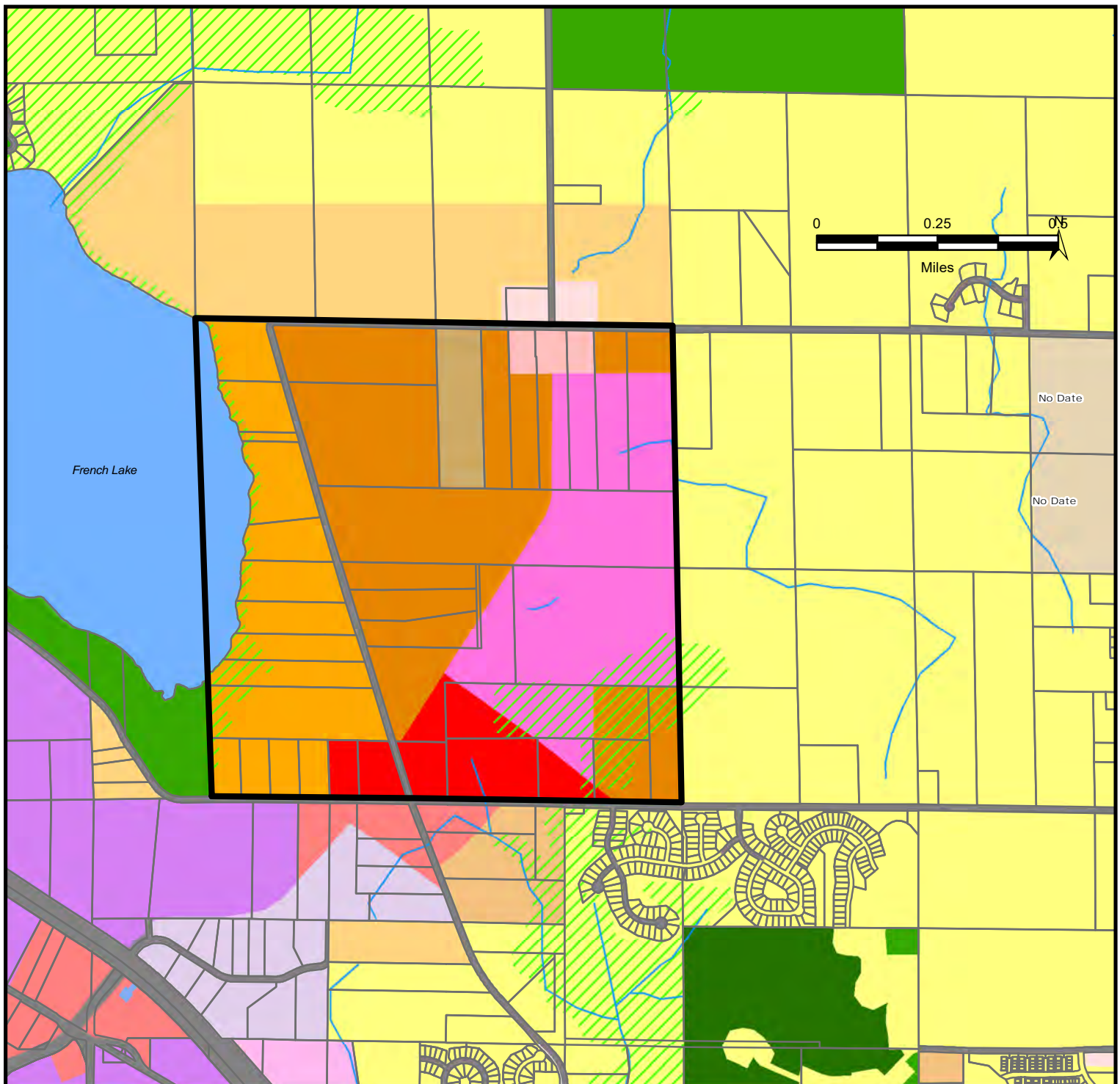
No formal action is required.

The Planning Commission and City Council should provide feedback to staff for inclusion in the plan.

Attachments

1. Existing Land Use Map
2. Existing Acreage and Density Table
3. Land Use Map Option 1
4. Acreage and Density Table Option 1
5. Land Use Map Option 2
6. Acreage and Density Table Option 2
7. Land Use Map Option 3
8. Acreage and Density Table Option 3

Existing Future Land Use



Legend

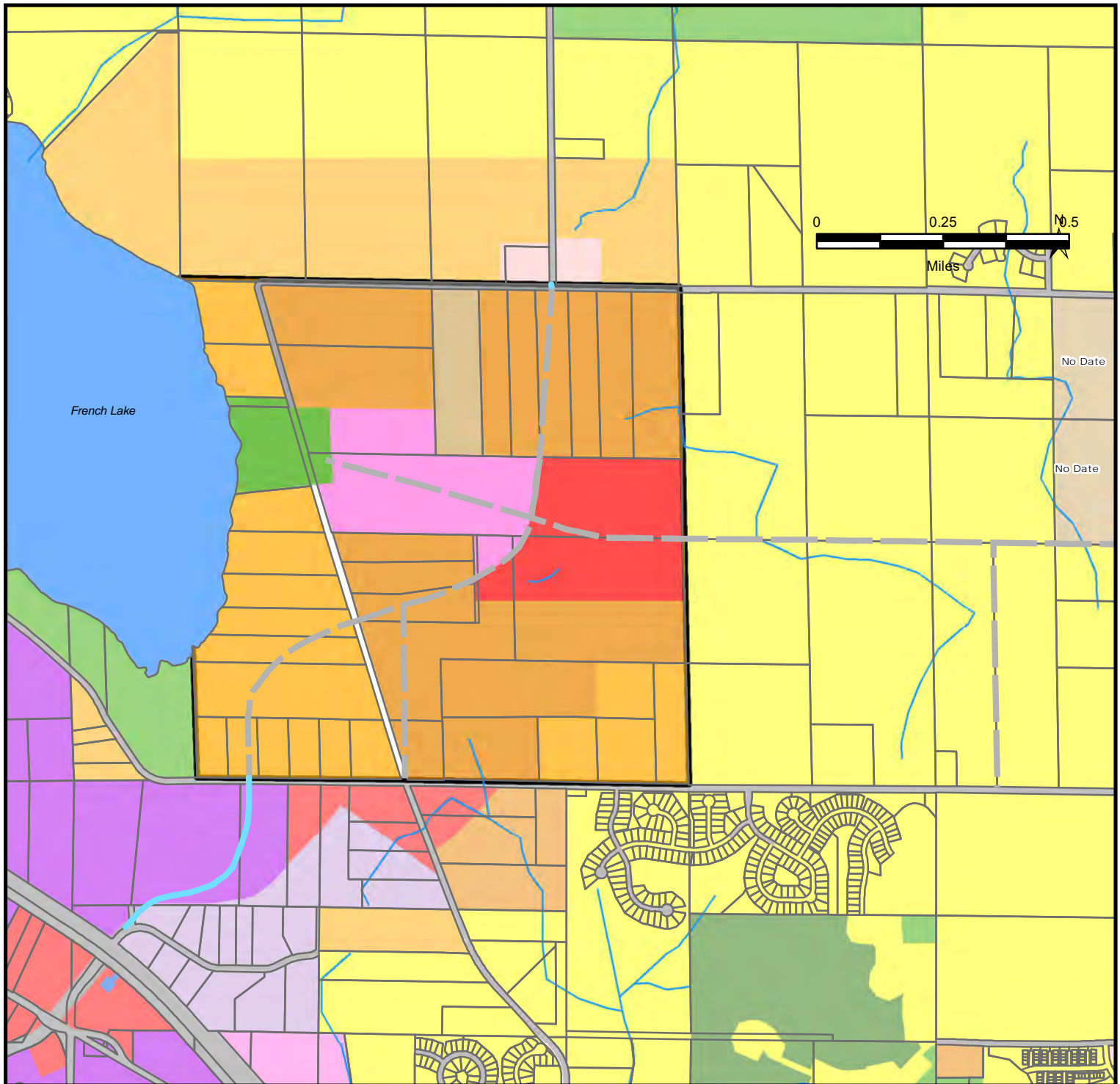
	City Boundary		Greenway Overlay		Rural Estate		Existing Mobile Home Park		Mixed Use		Public/Institutional
	Dayton Parkway Master Plan Boundary		Agricultural Preserve		Low Density Residential		Master Planned Development		Business Park		Open Water
	Parcel Boundary		Existing Unsewered Low Density Residential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

EXISTING			
	Acres	Min. Density	Unit Capacity
Agricultural Preserve	20		
Business Park	0		
Commercial	51		
High Density Residential	210	15	3152
Low Density Residential	0	2	0
Medium Density Residential	129	6	772
Mixed Use	153	12	1099
Neighborhood Commercial	10		
Open Water	32		
Right-of-Way	16		
			5023

60% residential

OPTION 1

Master Plan Future Land Use



Legend

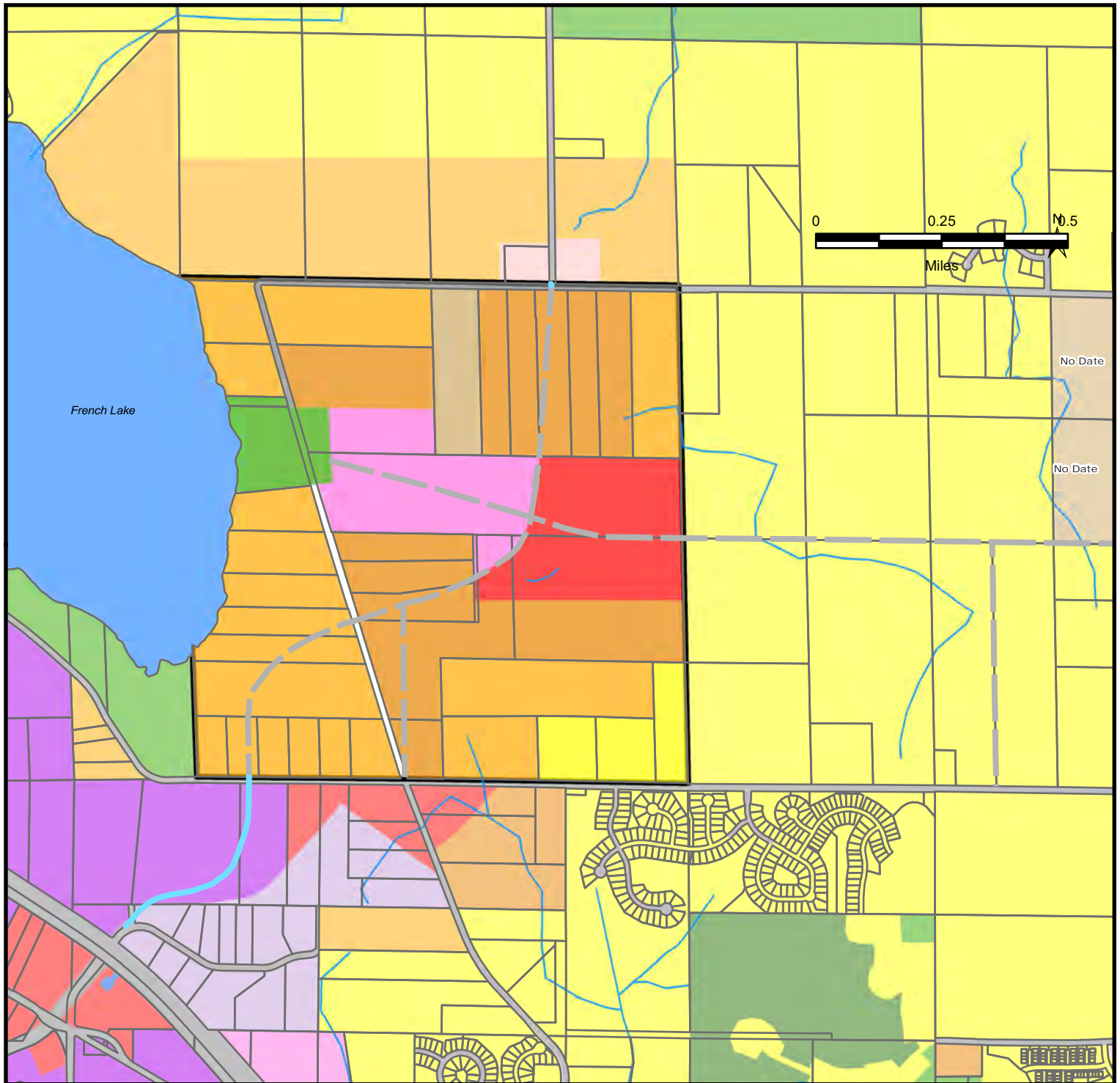
	City Boundary		Existing Unsewered Low Density Residential		High Density Residential		Mixed Use		Public/Institutional
	Dayton Parkway Master Plan Boundary		Existing Sewered Low Density Residential		Existing Mobile Home Park		Business Park		Open Water
	Parcel Boundary		Rural Estate		Master Planned Development		Industrial		Right-of-Way
	City Hall		Low Density Residential		Neighborhood Commercial		Park Open Space		Constructed Road Alignment
	Golf Course		Medium Density Residential		Commercial		Golf Course		Proposed Future Road Alignment
	Agricultural Preserve								

OPTION 1			
	Acres	Min. Density	Unit Capacity
Agricultural Preserve	20		
Business Park	0		
Commercial	60		
High Density Residential	256	15	3845
Low Density Residential	0	2	0
Medium Density Residential	162	6	969
Mixed Use	55	12	397
Neighborhood Commercial	0		
Open Water	32		
Park Open Space	21		
Right-of-Way	9		
			5211

60% residential

OPTION 2

Master Plan Future Land Use



Legend

	City Boundary		Agricultural Preserve		Medium Density Residential		Commercial		Public/Institutional
	Dayton Parkway Master Plan Boundary		Existing Unsewered Low Density Residential		High Density Residential		Mixed Use		Open Water
	Parcel Boundary		Existing Sewered Low Density Residential		Existing Mobile Home Park		Business Park		Right-of-Way
	City Hall		Rural Estate		Master Planned Development		Industrial		Constructed Road Alignment
	Golf Course		Low Density Residential		Neighborhood Commercial		Park Open Space		Proposed Future Road Alignment
							Golf Course		

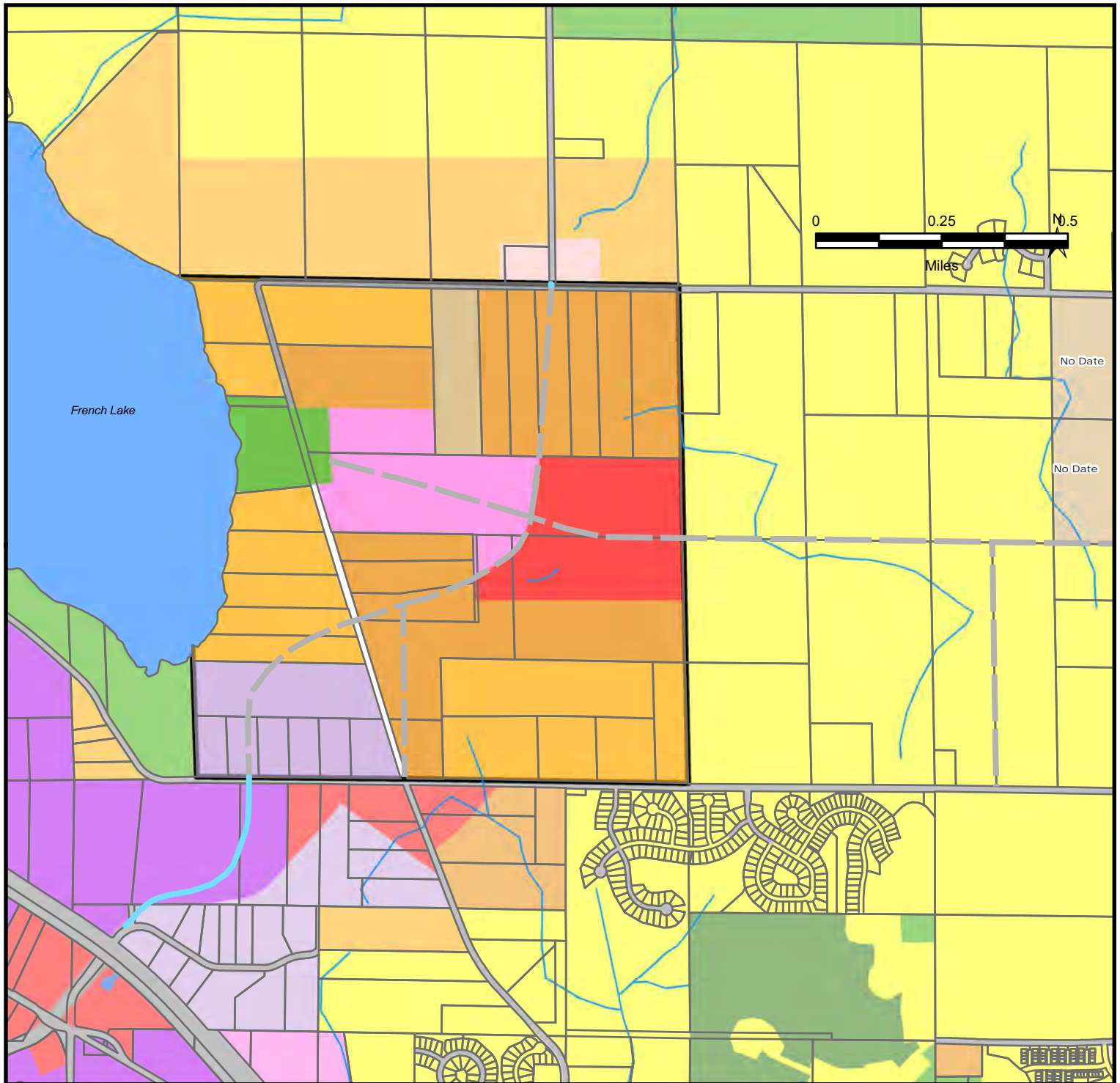
Map Display

OPTION 2			
	Acres	Min. Density	Unit Capacity
Agricultural Preserve	20		
Business Park	0		
Commercial	60		
High Density Residential	175	20	3495
Low Density Residential	30	2	59
Medium Density Residential	214	6	1286
Mixed Use	55	12	397
Neighborhood Commercial	0		
Open Water	32		
Park Open Space	21		
Right-of-Way	9		
			5237

60% residential

OPTION 3

Master Plan Future Land Use



Legend

	City Boundary		Agricultural Preserve		Medium Density Residential		Commercial		Public/Institutional
	Dayton Parkway Master Plan Boundary		Existing Unsewered Low Density Residential		High Density Residential		Mixed Use		Open Water
	Parcel Boundary		Existing Sewered Low Density Residential		Existing Mobile Home Park		Business Park		Right-of-Way
	City Hall		Rural Estate		Master Planned Development		Industrial		Constructed Road Alignment
	Golf Course		Low Density Residential		Neighborhood Commercial		Park Open Space		Proposed Future Road Alignment
					Golf Course				

Map Display

OPTION 3			
	Acres	Min. Density	Unit Capacity
Agricultural Preserve	20	-	-
Business Park	54	-	-
Commercial	60	-	-
High Density Residential	195	20	3896
Low Density Residential	0	2	0
Medium Density Residential	169	6	1012
Mixed Use	55	12	397
Neighborhood Commercial	0	-	-
Open Water	32	-	-
Park Open Space	21	-	-
Right-of-Way	9	-	-
			5305

60% residential

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

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

ABSENT:

ALSO PRESENT: Public Works Superintendent, Marty Farrell; City Engineer, Jason Quisberg; 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

Fisher noted for the record that notice was given that Councilmember Fashant is participating in this Work Session via interactive technology, which is allowed by Minnesota Statute 13 (D) 02. The address for Councilmember Fashant was included in the notice and is open and accessible to the public.

BUDGET MEETING

Doud stated that there have been three budget discussions for the 2025 budget. Currently, the request is for 18.22%. A home in Dayton valued at \$525,000 would see an increase in cost of \$22 per year.

Doud stated that the EDA has requested a levy, and the EDA's request is not shown in the current budget.

Fisher requested clarification on the "have to" v/s "desired" expenditures. Under the Fire Department, the budget lists \$143,000. Shouldn't that be \$205,000? The answer is no. Two full-time employees will cost \$205,000, but the net difference is \$143,000.

Additional conversation ensued.

Trost created and presented a slide show with his suggestions. Trost wants to reduce the purchase of capital equipment by \$100,000, reduce credit card fees by \$28,000, and not hire an Associate Planner Position, which will reduce the budget by \$55,000. Trost would like to hold the tax rate at 35.35%.

Fashant agrees with Trost for the most part. Fashant would like to reduce the cost of the loader by buying used. Fashant believes that \$400,000 is simply too much money, and \$300,000 should be enough to pay for a loader. Fashant agrees with eliminating the Associate Planner Position for the upcoming year. Fashant believes that the credit card fees should be simply adjusted into the fee schedule so the City isn't on the hook. Fashant would like to figure out a way to carry forward about \$400,000 for the ladder truck. Fashant would like to wait on the two new full-time firefighters for at least another year. Fashant would also like to postpone the additional bathroom construction, in preparation for the two full-time firefighters, until close to the time that the new employees are hired.

Doud asked Fashant if there is a particular number in mind for the tax rate. The answer is no. Fashant stated that with the cuts he has proposed, he'd like to see the "extra" money carried forward for the ladder truck and re-funding the pavement management budget.

Fisher stated that \$15,000 can be removed from the finance budget. The BS&A Software can be removed.

Fisher suggested changing the Activity Center from \$46,000 to \$20,000. Fisher asked where the extra money is for funding more events if she is moved to a full-time position. Doud stated that only \$5,000 additional would be needed.

Fisher suggested only one police officer rather than 1.5 police officers. Fisher does not see the need for two full-time firefighters.

Fisher would like to see some effort put into tackling the problem of large equipment purchases, and he'd like to see the proposed number cut by 60%.

Fisher stated that he'd like to hit only 14.2% for the tax levy.

Additional conversation ensued.

Doud stated that people would see a decrease of about \$50 with Fisher's plan.

Henderson stated that alleviating positions may hurt the City in the long run. Henderson believes the number of police officers should be two rather than 1.5. Henderson stated that there is definitely a need for two full-time firefighters.

Salonek stated that the loader, mower, truck, and stump grinder should all be able to be purchased for \$460,000. Farrell stated that the problem is when it comes time to equip them with snow tires, a snowplow, and hydraulics, which can add up to \$120,000.

Salonek suggested that the Activity Center budget be reduced to \$10,000 and take away the part-time position for Public Works for \$16,000. Farrell stated that the part-time position is important.

Salonek stated that he would rather see extra police officers over extra firefighters. Salonek believes one police officer is enough, rather than 1.5 police officers.

Fisher stated that over the past four budget cycles, Dayton has gone up in population by 56%. Employees for the City have increased by 75%.

Salonek stated that he called several cities that are roughly the same size as Dayton and inquired about the number of full-time fire employees they employ. Salonek reported his

findings, as a means of supporting his position that additional full-time firefighters are not needed at this time.

Salonek does not see the need to hire an additional part-time Planner.

Salonek stated that, with his proposed cuts, the tax levy will be 14.5%.

Salonek stated that since the EDA is not using the money, there is no need to tax for it. Fisher concurred.

Doud stated that everyone's ideas are all different, which makes it extremely difficult for Staff to pick and choose which ideas to implement.

Doud stated that the pavement management dollars need to be addressed. There is roughly a \$700,000 increase in the pavement management fund. When added to what we have remaining in the budget right now, the total is between, \$1,800,000 to \$1,900,000. Based on the pavement study, the City will enjoy a \$300,000 overage in the pavement management fund. Doud asked the Council for feedback regarding the overage.

Trost asked if the overage must be spent on pavement. The answer is no. Trost stated that he'd like to keep the overage dedicated to pavement in case the upcoming project bids increase.

Doud reminded the Councilmembers that once the tax levy is approved, the City can always reduce the levy, but the levy cannot be increased. Tax statements go out in October or November.

Additional conversation ensued.

Hendrickson stated that \$30 per hour may be a factor in recruiting additional firefighters, but it will not necessarily assist in retention. Hendrickson stated that at the current staffing level, the Fire Department cannot provide the adequate number of fire fighters for all situations. The Fire Department attempts to fill the gaps for the Police Department when needed.

Fisher asked Enga what the \$2,000 increase in the wellness fund is for specifically. The answer is a therapy dog.

Additional conversation ensued.

Fashant is in agreement for the higher wages for the firefighters.

WORK SESSION MEETING
AUGUST 12, 2024
5:00 P.M.
PAGE 4 OF 4

CITY OF DAYTON, MINNESOTA
12360 SO. DIAMOND LAKE ROAD
HENNEPIN/WRIGHT COUNTIES

Fashant stated that the EDA submitted a budget request for \$65,000 and there should be a tax levy for it.

Doud requested that the Councilmembers email specifics that are clearly expressed as items that are extremely important so that Doud can attempt to make the necessary cuts in the areas that are not as important.

ADJOURNMENT

Fisher declared the meeting adjourned at 6:15 p.m.

Respectfully Submitted,

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

Approved: _____

Attest: Amy Benting

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

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

ABSENT:

ALSO PRESENT: Public Works Superintendent, Marty Farrell; City Engineer, Jason Quisberg; Fire Chief, Gary Hendrickson; Police Chief, Paul Enga; City Administrator/Finance Director, Zach Doud; Community Development Director, Jon Sevald; City Attorney, Amy Schmidt

PLEDGE OF ALLEGIANCE

Fisher noted for the record that notice was given that Councilmember Fashant is participating in this City Council Meeting via interactive technology, which is allowed by Minnesota Statute 13 (D) 02. The address for Councilmember Fashant was included in the notice and is open and accessible to the public. All votes taken tonight will be by roll call.

APPROVAL OF AGENDA

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

FIRE DEPARTMENT PROMOTION

Hendrickson invited Joe Tiedeman to come forward to accept a promotion to Captain for Station 1 in the Dayton Fire Department.

Hendrickson administered the oath and Tiedeman's son assisted in pinning on the new Captain's badge.

CONSENT ITEMS:

- 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

Salonek asked if the Fire Department's therapy dog will stay 24/7 in the Fire Station. Hendrickson will be the dog's handler. The dog will go home each evening with Hendrickson and report for work daily.

Henderson asked what the care for the dog will be like when Hendrickson is on vacation or away for training. Hendrickson stated that volunteers can assist with the care of the dog.

Fashant inquired about an annual membership for Comfort Matters. Farrell stated that the charge is the maintenance contract for the rooftop air conditioning units at City Hall, Fire Station 1, Fire Station 2, and the Activity Center.

Fashant asked if the \$2,011 charge for Fire Department uniform badges is correct. Hendrickson stated that the original cost was \$4,000. Hendrickson stated that a badge is roughly \$100 each. The old badges had the Minnesota State Seal on them, so it was necessary to replace them.

Fashant referenced the \$45,000 change order and asked if it included the remobilization. The answer is yes.

Fashant asked Hendrickson for clarification on how the Fire Department intends to use the pickup truck. Hendrickson stated that the pickup truck is identified in the capital improvement budget for next year. The intent is to use up to \$90,000 in public safety dollars to purchase the vehicle. The vehicle will be outfitted just like the fire engines so that it can respond to all medical and fire calls. The vehicle can transport four crew members. Hendrickson stated that an additional pickup truck will be purchased in the future for Station 2.

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

OPEN FORUM:

No one was present for open forum.

STAFF, CONSULTANT, AND COUNCIL UPDATES:

Doud stated that he will be on vacation next week.

Farrell stated that he is trying to schedule Paul Kangus to come to the next City Council Meeting to give an update on the park improvements for this year.

Farrell stated that the project for Dayton River Road has been pushed back to September 3-14.

Hendrickson stated that two additional candidates are being added to the four that are in process. Most of the new hires will be assigned to Station 1.

Enga stated there was a great turnout for National Night Out last week. There were 31 parties, and the Police Department was able to get to all but one. Officer McAlpine does a great job putting this together every year.

Sevald stated that he participated in some good conversations with the Met Council on Friday.

Salonek stated that there have been some complaints that the brush is getting too high in the industrial area on some of the private properties, namely the Cubes. Doud stated that the City has spoken with the owners of the building in question last Thursday.

Fisher recognized State Representative Danny Nadeau for receiving the League of Minnesota Cities' Legislator of Distinction.

Fashant apologized for not being present, and he encouraged everyone to vote in the Primary Election.

Fashant asked Farrell to make sure the school districts are aware of the potential for bus routes to be disturbed from the Dayton River Road project.

Trost thanked everyone for the recent Fire Department and Police Department event.

Trost asked if there are at least two people on the Council who are interested in term limits for the City Council and the EDA. Henderson and Fashant both expressed interest in having a conversation regarding term limits for City Council and EDA.

COUNCIL BUSINESS

New Business:

M. 2nd Quarter Report - 2024

Doud came forward and presented the general fund cash balances with a slide presentation.

Doud stated that normal operations of the general fund show a consistent pattern of cash flow through the years. Doud further stated that good financial health is evident; however, major improvements in operations have caused more fluctuations. The biggest change from previous years is decreased building activity, which is causing the lower cash balances for 2024.

Additional conversation ensued.

Doud stated that the water fund has no major changes. Doud reminded the Council that typically, water usage is up during the summer months. Doud stated that the sewer fund has had no major changes.

Fashant requested that Doud explain the way the City invests. Doud stated that governments are only allowed to invest in certain types of investments. It is required that government investments be very safe, like CD's, bonds, agencies that are backed by the Federal Government, and money markets.

Public Hearing:

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

Doud stated that the EDA Resolution has been provided in the packet.

Fisher stated that two of the appointments were incorrect.

Additional conversation ensued regarding the number of years the EDA members are appointed for.

Fashant stated that section 2.2 was confusing.

Trost believes the Community Development Director, rather than the City Administrator should be the person running the EDA Meetings.

Trost did not see any language stating that the City Council must approve any real estate purchases for the EDA.

Additional conversation ensued.

Schmidt clarified some of the legal language.

Trost requested that the Council direct the Community Development Director to lead the EDA Meetings because The City Administrator is also the Finance Director. Transferring this responsibility away from Doud and to Sevald will free Doud for his larger responsibilities.

Salonek stated that the topic of Sevald running the EDA Meetings has been discussed previously, and there are EDA members who prefer Doud running the EDA Meetings.

Henderson is not opposed to the change.

Fisher stated that he doesn't foresee any potential problems.

There was a consensus to have the Community Development Director lead the EDA Meetings.

Fisher opened the public hearing at 7:29 p.m.

No one was present for the public hearing

Fisher closed the public hearing at 7:30 p.m.

MOTION: Motion was made by Councilmember Salonek, seconded by Councilmember Fashant, to approve Resolution 37-2024; Amending and Restating the Enabling Resolution Establishing the Economic Development Authority with the Community Development Director running the EDA Meetings; Resolution 38-2024 Approving Members of the Economic Development Authority. The motion carries unanimously.

O. Ordinance 2024-12; Cannabis Moratorium

The City Council is requested to discuss this temporary moratorium for the purpose of providing additional time for the City to put together some zoning rules.

Fisher opened the public hearing at 7:31 p.m.

Fashant complained that the moratorium is rather broad. Fashant asked if it is realistic to have a framework that can be approved prior to January 1, 2025.

Fisher asked if all the rules are known.

Doud stated that Sevald and the new Planner, who previously wrote the plan for Monticello, are currently working on the project. Sevald stated that the proposal will be presented to Council in either September or October.

Additional conversation ensued.

No one came forward for the public hearing.

Fisher closed the public hearing at 7:33 p.m.

MOTION: Motion was made by Councilmember Trost, seconded by Councilmember Henderson, to approve Ordinance 2024-12; Cannabis Moratorium. The motion carries unanimously.

Action Items:

P. Magnus Family and Friends asking for all Fees to be Waived

The City Council is requested to consider a waiver of all fees for the Magnus Family and Friends event that is currently scheduled for September 7, 2024. The total cost of the fees being waived is \$160.

Trost stated that if Magnus can afford \$5,000 for a fireworks display, they can certainly afford the fees of \$160.

Trost stated that there are veterans who live in his neighborhood who have PTSD, and the fireworks set them off. Trost suggested the alternative of a laser show or a drone show. Trost stated that the second permit in a month just seems like a lot.

Hendrickson stated that the permit cost is \$100, and that includes staff to go out to the event. Hendrickson stated that the Fire Department's cost for Operation Zero included six firefighters, one Fireworks Permit, an engine, two rescue vehicles, a chief vehicle, and the chief's salary, for a little over \$1,000.

Additional conversation ensued.

Fashant believes it is appropriate to collect the Fireworks Permit Fee.

Mandatory overtime is not an issue for Fashant.

Hendrickson stated that from a budgetary perspective, it would be helpful to know approximately how many firework events should be anticipated throughout the year from the organizations who anticipate pursuing the City for donated services.

Salonek asked if it is necessary for seven firefighters to be present for a fireworks display. The answer is yes.

Additional conversation ensued.

MOTION: Motion was made by Councilmember Trost, seconded by Councilmember Henderson to approve the Large Assembly Fee be waived for the Magnus Family and Friends Event and the Fireworks Permit Fee will not be waived. Motion carries unanimously.

Q. Dayton Community Foundation Requesting Fees Waived for Heritage Day Event

Fisher stated that he would answer questions, but he will abstain from voting due to his wife's involvement with the Heritage Day Committee.

The City Council is requested to consider waiving the Elsie Stephens Park rental fee (\$75), a waiver of the rental fee associated with the generator (\$250), a waiver for the rental fee associated with the Activity Center (\$200).

Fashant asked if fireworks are associated with this event. The answer is no.

MOTION: Motion was made by Councilmember Fashant, seconded by Councilmember Trost, to approve the waiver of fees for the Heritage Day Event, contingent of proof of insurance. The motion passes, three ayes, two abstentions (Salonek and Fisher).

R. Resolution 39-2024; Ordering Preparation of Report on Proposed Improvement Project Approve Engineering Proposal for Dayton Parkway Traffic Signals

Quisberg came forward and stated that the City Council is requested to consider signaling the two intersections projected on the screen (Dayton Parkway where it intersects with County Road 81 and Dayton Parkway where it intersects with Brockton Lane.

Quisberg stated that the traffic currently indicates approximately 6,000 cars per day, and the anticipation is that the traffic will only increase.

Quisberg stated that the budgetary project cost is a total of \$1,500 (\$750,000 per intersection. The potential funding sources are: 1) Special Assessments; 2) Direct Developer Contribution; 3) Special Area Changes; 4) City Transportation Fund; and 5) Municipal State Aid.

Quisberg stated that the next step is to prepare a feasibility study. The feasibility study would: 1) Identify project costs and funding sources, including special assessments; 2) Provide signal justification and design basis; and 3) Invoke stakeholder discussions with MNDOT and Hennepin County. The feasibility study draft report would be targeted for completion in November of 2024.

Quisberg recommended the City Council approve the resolution ordering a feasibility study and approve the proposal for engineering services.

Fashant stated that he's puzzled by the \$21,000 in project management fees. Quisberg stated that the fees are simply separated out in this particular contract. In other contracts the fees are the same, but they are disbursed without specifically naming them.

MOTION: Motion was made by Councilmember Trost, seconded by Councilmember Henderson to approve Resolution 39-2024; ordering preparation of Report on proposed improvement project and approve engineering proposal for Dayton Parkway. Motion carries unanimously.

S. Ordinance 2024-11; Amending the Fee Schedule

The City Council is requested to consider amending the fee schedule because Doud discovered that Rogers is charging \$8 per 1,000 gallons for sewer and Dayton is only charging \$6.80 per 1,000 for sewer. To cover the cost associated with maintain the equipment, Dayton has raised the price to \$8.95 per 1,000 for sewer.

Doud stated that there are legal, low-potency cannabis sellers who are licensed through the State, but they also need to register with the City. The plan is to mirror the current tobacco and liquor registration fees, which is \$3,000 per year.

Fisher questioned the fee. Enga stated that the fee makes sense, based on fees for liquor. Doud stated that the proposed fee is significantly less than fees charged in surrounding communities.

Fisher asked Enga if there had been any discussions regarding a process of determining driving while under the influence of cannabis. Enga stated that standardized field sobriety testing will be used; and, if probable cause exists, a search warrant can be obtained for a urine sample or blood sample. There is a company that tests saliva for cannabis.

Fisher asked if there has been any discussion as to what an acceptable limit of cannabis in the system is. The answer is no.

Fashant stated that \$3,000 seems too high, and \$100 seems too low.

MOTION: Motion was made by Councilmember Fashant, seconded by Councilmember Trost to approve Ordinance 2024-11; amending the fee schedule. Motion carries unanimously.

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

Farrell came forward and asked the City Council to consider the proposal from Stantec for the environmental review. Without the environmental review, the funds are not available for the water trail launch at Elsie Stephens Park or Goodin Park.

Salonek stated that he has no issues with moving forward if the funding is coming from grants.

MOTION: Motion was made by Councilmember Salonek seconded by Councilmember Henderson to approve the proposal from Stantec for and environmental review for water trail launch at Elsie Stephens Park and Goodin Park. Motion carries unanimously.

U. Ordinance 2024-10; Special Event Permit

Doud requested the City Council consider changing the Large Assembly Permit to a Special Event Permit.

Doud stated that idea is to provide awareness and help, not to hinder special events. Doud stated that the City is planning to implement an events calendar on the City's app, which will assist in advertising the special events to the community.

Fashant stated that he forwarded several suggestions to Doud, and the updated document appears to include most of them.

Fashant stated that he struggles with the overall document because it seems burdensome.

Trost asked how far in advance are the Fire Department and Police Department staffing schedules made. Enga stated that for the Police Department, the officers bid their shift, so they are on the same shift for a full year. Hendrickson stated that the firefighters are requested to work for special events. The earlier the requests are made, the better the participation.

Trost requested clarification for the rationale for things being pulled from the original document.

Additional conversation ensued.

Doud stated that the Ordinance was literally copied from the City of Rogers in 2014 when they were the exact same size (population of 11,000 people) as Dayton is today. Doud stated that the only thing changed in the Ordinance is the language regarding the IUP's and CUP's that is specifically relevant to Dayton. Doud stated that Rogers has experienced an increase in population, but they are still using this same Ordinance, and it is working well for them.

Trost suggested that perhaps the name of the Ordinance should be "Public Event" rather than "Special Event."

Henderson concurred with Trost on the use of the word "Public" rather than "Special."

Fisher did not agree and stated that private events need the permit too.

Additional conversation ensued.

Fisher asked why there seems to be a request for escrow. Doud stated that it could be removed.

Hendrickson stated that the Ordinance being discussed is no different from is currently in place with the exception that all the steps are listed within the actual Ordinance to help guide the person making the application. The new Ordinance mitigates the confusion and the back-and-forth communications.

Additional conversation ensued.

Salonek doesn't like the Ordinance at all and sees it as "government overreach."

Additional conversation ensued.

MOTION: Motion was made by Councilmember Trost, seconded by Councilmember Henderson to approve Ordinance 2024-10; Special Event Permit with noted changes and removal of 9303 (B). Motion fails 2 ayes (Trost and Henderson) 3 nays.

V. Approve Plans and Specifications for the Territorial Road Watermain Extension

Quisberg came forward and requested the City Council to consider the Territorial Road watermain extension between Brocton Lane and Dayton Parkway.

Quisberg stated that there is a larger project currently in the works. The reason the smaller project is being separated out and considered at this time is because the owner of Dayton Storage is interested in getting water to his property now so that he can forego a fire suppression system.

Quisberg stated that the scope of the project is approximately 1,700 feet of watermain extension. The projected cost is approximately \$450,000. The funding source is Dayton Storage.

Quisberg stated that there will be minimal digging. He noted that Dayton Storage made a wire transfer of \$500,000 to the City last week.

Discussion ensued regarding the potential bids being higher than the current escrow.

COUNCIL MEETING
AUGUST 1, 2024
6:30 P.M.
PAGE 11 OF 11

CITY OF DAYTON, MINNESOTA
12360 SO. DIAMOND LAKE ROAD
HENNEPIN/WRIGHT COUNTIES

MOTION: Motion was made by Councilmember Fashant, seconded by Councilmember Salonek to approve plans and specifications for the Territorial Road watermain extension. Motion carries unanimously.

Closed Session:

W. Pursuant to Minnesota Statutes 13D.05, subd. (3) (c) (3) to discuss the development of terms for the acquisition of property rights involving PID Number: 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, 29-120-34-0001, 29-120-22-34-0002, 29-120-22-34-0003, 29-120-22-44-0002, 28-120-22-34-0002

MOTION: Motion was made by Councilmember Trost, seconded by Councilmember Salonek to go into closed session, pursuant to the real estate exception. Motion carries unanimously.

Closed Session began at 9:00 p.m.

ADJOURNMENT

Fisher declared the meeting adjourned at 10:02 p.m.

Respectfully Submitted,

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

Approved: _____

Attest: Amy Benting

Payments to be approved at City Council Meeting August 27, 2024

	<u>Totals</u>
Claims Roster 08-27-2024	\$ 241,368.55
Prepaid 08-15-2024 EB	\$ 106,968.38

Total Payments:	\$ 348,336.93
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Payroll 08-15-2024 Bi-Weekly 17	\$ 103,253.38
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Check # sequence to be approved by City Council from meeting date of 08/27/2024:

Checks # 077392-077521

08/21/2024

INVOICE REGISTER REPORT FOR CITY OF DAYTON MN
 EXP CHECK RUN DATES 08/27/2024 - 08/27/2024
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
	A-1 OUTDOOR POWER INC PARKS; OPERATING SUPPLIES 101-45200-50210	08/19/2024 CHOYT PARKS; OPERATING SUPPLIES	08/27/2024	79.96 79.96	79.96	Open	N 08/08/2024
	A-1 OUTDOOR POWER INC PW; THROTTLE 101-43100-50220	08/19/2024 CHOYT PW; THROTTLE	08/27/2024	5.98 5.98	5.98	Open	N 08/13/2024
	A-1 OUTDOOR POWER INC PW; DRUM LID 101-43100-50220	08/19/2024 CHOYT PW; DRUM LID	08/27/2024	8.99 8.99	8.99	Open	N 08/19/2024
	A-1 OUTDOOR POWER INC PW; MOUNTING KIT/SUPPLIES 101-43100-50580	08/19/2024 CHOYT PW; MOUNTING KIT/SUPPLIES	08/27/2024	1,931.25 1,931.25	1,931.25	Open	N 08/19/2024
	A-1 OUTDOOR POWER INC PW; CYLINDER GASKET 101-43100-50220	08/19/2024 CHOYT PW; CYLINDER GASKET	08/27/2024	400.98 400.98	400.98	Open	N 08/19/2024
	ACCURATE RADAR SPECIALTIES PD; RADARS CALIBRATION/CERTIFICATION 101-42120-50220	08/12/2024 CHOYT PD; RADARS CALIBRATION/CERTIFICATION	08/27/2024	470.00 470.00	470.00	Open	N 08/12/2024
	ADAMS PEST CONTROL INC AC; PEST CONTROL- PREMIER FALL INVADERS 101-41910-50220	08/19/2024 CHOYT AC; PEST CONTROL- PREMIER FALL INVADERS	08/27/2024	238.60 238.60	238.60	Open	N 08/15/2024

BANK FEE-ADJ	07/31/2024	07/31/2024	25.00	0.00	Paid	Y
SCANNER; JULY 2024	DBRUNETTE					07/31/2024
101-41500-50309	SCANNER; JULY 2024		25.00			
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BANK FEE-ADJ	07/31/2024	07/31/2024	25.00	0.00	Paid	Y
CASH MGMT; JULY 2024	DBRUNETTE					07/31/2024
101-41500-50309	CASH MGMT; JULY 2024		25.00			
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BEAUDRY	08/12/2024	08/27/2024	1,788.30	1,788.30	Open	N
PW; UNLEADED 87 -600.30 GAL	CHOYT					08/08/2024
101-43100-50212	PW; UNLEADED 87 -600.30 GAL		1,788.30			
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C. VISION PRODUCTION	08/12/2024	08/27/2024	600.00	600.00	Open	N
VIDEO TECH; DRONE/SUMMER 2024 WEB PHOTC	CHOYT					08/12/2024
226-41900-50430	VIDEO TECH; DRONE/SUMMER 2024 WEB PHOTOS		600.00			
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CAMPBELL KNUTSON P.A.	08/19/2024	08/27/2024	328.50	328.50	Open	N
LEGAL FEES-OPUS JULY2024	KTHELEN					07/31/2024
411-43100-50304-6165	LEGAL FEES-OPUS JULY2024		328.50			
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CAMPBELL KNUTSON P.A.	08/19/2024	08/27/2024	120.00	120.00	Open	N
LEGAL FEES-KWIKTRIP PROJ 6149 JULY 2024/PRI	KTHELEN					07/31/2024
411-43100-50304-6149	LEGAL FEES-KWIKTRIP PROJ 6149 JULY 2024/		120.00			
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CAMPBELL KNUTSON P.A.	08/19/2024	08/27/2024	5,857.59	5,857.59	Open	N
LEGAL FEES-GENERAL; JULY 2024 AND PROFESS	KTHELEN					07/31/2024
101-41640-50304	LEGAL FEES-GENERAL; JULY 2024		4,345.59			
225-41710-50300	PROFESSIONAL SRVS JULY 2024		1,512.00			
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CARDIO PARTNERS INC.	08/19/2024	08/27/2024	192.00	192.00	Open	N
PD; ZM ELECTRODES STAT PADZ	KTHELEN					07/31/2024
101-42120-50200	PD; ZM ELECTRODES STAT PADZ		192.00			
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CENTRAL HYDRAULICS, INC	08/20/2024	08/27/2024	8.55	8.55	Open	N
PW; REPAIR/MAINT	CHOYT					08/19/2024
101-43100-50220	PW; REPAIR/MAINT		8.55			
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CHARTER COMMUNICATIONS	08/09/2024	08/27/2024	15.00	0.00	Paid	Y
PD; INTERNET AUG 2024	CHOYT					08/09/2024
101-42120-50320	PD; INTERNET AUG 2024		15.00			
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CHARTER COMMUNICATIONS	08/12/2024	08/27/2024	408.03	0.00	Paid	Y
INTERNET AUG-SEPT 2024	CHOYT					08/12/2024
101-41820-50308	CH; INTERNET		199.98			
101-42260-50320	FD 1; INTERNET		84.98			
601-49400-50321	RH WELLHOUSE; INTERNET		89.98			
101-42260-50320	FD 2; INTERNET		33.09			
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CHARTER COMMUNICATIONS	08/19/2024	08/27/2024	359.93	0.00	Paid	Y
PD; INTERNET AUG-SEPT 2024 AND PW; INTERNE KTHELEN						08/19/2024
101-42120-50320	PD; INTERNET AUG-SEPT 2024		179.97			
101-43100-50321	PW; INTERNET AUG-SEPT 2024		179.96			
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CHRISTINE KLOPOTEK	08/12/2024	08/27/2024	200.00	200.00	Open	N
DAC RENTAL DEPOSIT REFUND:EVENT 8/10 ELSII CHOYT						08/12/2024
101-00000-21716	DAC RENTAL DEPOSIT REFUND:EVENT 8/10		200.00			
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CINTAS	08/09/2024	08/27/2024	132.40	132.40	Open	N
PW; UNIFORMS	CHOYT					07/31/2024
101-43100-50217	PW; UNIFORMS		132.40			
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CINTAS	08/16/2024	08/27/2024	265.70	265.70	Open	N
PW; UNIFORMS	KTHELEN					08/15/2024
101-43100-50217	PW; UNIFORMS		265.70			
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CITY OF ANOKA	08/19/2024	08/27/2024	523.50	0.00	Paid	Y
22-990002-01 STREET LIGHTS; JULY 2024	KTHELEN					07/31/2024
101-43100-50230	22-990002-01 STREET LIGHTS; JULY 2024		523.50			
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CITY OF ANOKA	08/19/2024	08/27/2024	1,090.43	0.00	Paid	Y
22-396000-01 CH; JULY 2024	KTHELEN					08/01/2024
101-41810-50381	22-396000-01 CH; JULY 2024		1,090.43			
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CITY OF ANOKA	08/19/2024	08/27/2024	23.50	0.00	Paid	Y

22-396000-01 CH; JULY 2024	KTHELEN						07/31/2024
101-42130-50381	22-396000-01 CH; JULY 2024			23.50			
CITY OF ANOKA	08/19/2024	08/27/2024		435.59	0.00	Paid	Y
22-393200-01 CENTRAL PARK; JULY 2024	KTHELEN						08/01/2024
101-45200-50381	22-393200-01 CENTRAL PARK; JULY 2024			435.59			
CITY OF ANOKA	08/19/2024	08/27/2024		73.06	0.00	Paid	Y
22-396030-00 BALSAM LANE PED; JULY 2024	KTHELEN						08/01/2024
101-43100-50230	22-396030-00 BALSAM LANE PED; JULY 2024			73.06			
CITY OF MAPLE GROVE	08/12/2024	08/27/2024		9,600.00	0.00	Paid	Y
WAC FEES; 1ST & 2ND QTR 2024 DIFFERENCE	CHOYT						07/31/2024
601-00000-20805	WAC FEES; 1ST & 2ND QTR 2024 DIFFERENCE			9,600.00			
CITY OF MONTICELLO	08/21/2024	08/27/2024		194.00	194.00	Open	N
PD; ANIMAL CONTROL JUN/JUL 2024	CHOYT						07/31/2024
101-42140-50308	PD; ANIMAL CONTROL JUN/JUL 2024			194.00			
CMT JANITORIAL SERVICES	08/20/2024	08/27/2024		1,602.00	1,602.00	Open	N
CONTRACT SERVICES-OFC CLEANING-SEPT 202	CHOYT						08/20/2024
101-41910-50308	CONTRACT SERVICES-OFC CLEANING-SEPT			602.00			
101-41810-50308	CONTRACT SERVICES-OFC CLEANING-SEPT			1,000.00			
COLLINS BROTHERS TOWING OF ST.CLOUD	08/13/2024	08/27/2024		201.25	201.25	Open	N
PD; TOW -2021 DURANGO UNIT 2104	CHOYT						08/13/2024
101-42120-50220	PD; TOW -2021 DURANGO UNIT 2104			201.25			
CORNERSTONE	08/14/2024	08/27/2024		2,362.53	2,362.53	Open	N
FD; REPAIRS-2016 FORD SUPER DUTY #21	CHOYT						08/14/2024
101-42260-50220	FD; REPAIRS-2016 FORD SUPER DUTY			2,362.53			
CORNERSTONE	08/15/2024	08/27/2024		790.68	790.68	Open	N
PD; REPAIR-2021 DODGE #2104	CHOYT						08/14/2024
101-42120-50220	PD; REPAIR-2021 DODGE #2104			790.68			
DEARBORN NATIONAL	08/12/2024	08/27/2024		430.10	0.00	Paid	Y

LIFE INSURANCE- SEPT 2024	CHOYT						08/08/2024
101-00000-21780	LIFE INSURANCE- SEPT 2024			430.10			
ECM PUBLISHERS, INC	08/14/2024	08/27/2024		69.00	69.00	Open	N
PHN: ENABLING RESOLUTION	CHOYT						08/08/2024
225-41710-50300	PHN: ENABLING RESOLUTION			69.00			
ECM PUBLISHERS, INC	08/14/2024	08/27/2024		267.37	267.37	Open	N
PHN: TIF REPORTING	CHOYT						08/08/2024
438-41900-50300	PHN: TIF REPORTING			267.37			
EHLERS & ASSOCIATES, INC	08/15/2024	08/27/2024		6,545.00	6,545.00	Open	N
PROFESSIONAL SRVS- JUL 2024	CHOYT						07/31/2024
438-41900-50300	PROFESSIONAL SRVS- JUL 2024			5,080.00			
430-41900-50300	PROFESSIONAL SRVS- JUL 2024			1,080.00			
379-47000-50620	FISCAL AGENT FEES- JUL 2024			385.00			
EHLERS & ASSOCIATES, INC	08/15/2024	08/27/2024		1,220.00	1,220.00	Open	N
PROFESSIONAL SRV-PAYGO PAYMENTS-JUL 2024	CHOYT						07/31/2024
436-41900-50300	PROFESSIONAL SRV-PAYGO PAYMENTS-JUL 2024			1,220.00			
ELITE SANITATION	08/19/2024	08/27/2024		1,348.00	1,348.00	Open	N
PW; PORTABLE RENTAL 7/21-8/17	KTHELEN						08/13/2024
101-45200-50410	PW; PORTABLE RENTAL 7/21-8/17			1,348.00			
ELK RIVER MUNICIPAL UTILITIES	08/19/2024	08/27/2024		1,539.13	1,539.13	Open	N
ELECTRIC SVC, JULY 2024	KTHELEN						07/31/2024
101-43100-50230	PW; DAYTON LGTS 3763			393.00			
101-42260-50381	FD; FIRE DEPT 1 3831			424.47			
602-49400-50381	PW; CSAH 12 LIFT 3914			67.28			
602-49400-50381	PW; DAY LIFT 3958			66.26			
601-49400-50381	PW; WELL #1 6560			354.79			
602-49400-50381	PW; DNR LIFT 6634			121.05			
101-45200-50381	PW; BALL FIELD 10223			112.28			
ENDE SEPTIC SERVICE	08/09/2024	08/27/2024		325.00	325.00	Open	N
PW; PUMPING HOLDING TANKS-PUMP 2	CHOYT						08/09/2024

101-43100-50220	PW; PUMPING HOLDING TANKS-PUMP 2			325.00				
ESS BROTHERS & SONS INC		08/14/2024	08/27/2024	465.00	465.00	Open	N	
PW; STREET MAINT-REPAIR SANITARY MH	CHOYT							08/06/2024
101-43100-50224	PW; STREET MAINT-REPAIR SANITARY MH			465.00				
ESS BROTHERS & SONS INC		08/20/2024	08/27/2024	465.00	465.00	Open	N	
PW; STREET MAINT-REPAIR SANITARY MH	CHOYT							08/12/2024
101-43100-50224	PW; STREET MAINT-REPAIR SANITARY MH			465.00				
GRADYS ACE HARDWARE		08/15/2024	08/27/2024	5.03	5.03	Open	N	
FD; SUPPLIES/WASP FOAM	CHOYT							08/14/2024
101-42260-50200	FD; SUPPLIES/WASP FOAM			5.03				
GUIDANCEPOINT TECHNOLOGIES		08/09/2024	08/27/2024	75.00	75.00	Open	N	
IT; CONTRACT SERVICES- DISPLAY ISSUE	CHOYT							08/09/2024
101-41810-50308	IT; CONTRACT SERVICES- DISPLAY ISSUE			75.00				
GUIDANCEPOINT TECHNOLOGIES		08/09/2024	08/27/2024	112.50	112.50	Open	N	
PW; CONTRACT SERVICES-KELSEY ONEDRIVE	CHOYT							08/09/2024
101-41810-50308	PW; CONTRACT SERVICES-KELSEY ONEDRIVE			112.50				
HASSAN SAND & GRAVEL, INC		08/19/2024	08/27/2024	3,254.90	3,254.90	Open	N	
PARKS; WOOD CHIPS	CHOYT							08/19/2024
101-45200-50210	PARKS; WOOD CHIPS			3,254.90				
HAWKINS, INC		08/12/2024	08/27/2024	7,078.53	7,078.53	Open	N	
PW; CHEMICALS	CHOYT							08/09/2024
601-49400-50216	PW; CHEMICALS			7,078.53				
HAWKINS, INC		08/16/2024	08/27/2024	10.00	10.00	Open	N	
PW; CHEMICALS	KTHELEN							08/15/2024
601-49400-50216	PW; CHEMICALS			10.00				
HEALTH STRATEGIES		08/12/2024	08/27/2024	398.00	398.00	Open	N	
FD; MEDICAL/DRUG SCREENING	CHOYT							08/07/2024
101-42260-50300	FD; MEDICAL/DRUG SCREENING			398.00				

HEALTH STRATEGIES	08/12/2024	08/27/2024	351.00	351.00	Open	N
FD; MEDICAL/DRUG SCREENING	CHOYT					08/01/2024
101-42260-50300	FD; MEDICAL/DRUG SCREENING		351.00			
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HEALTH STRATEGIES	08/12/2024	08/27/2024	702.00	702.00	Open	N
FD; MEDICAL/DRUG SCREENING	CHOYT					08/09/2024
101-42260-50300	FD; MEDICAL/DRUG SCREENING		702.00			
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HENNEPIN COUNTY ACCOUNTS RECEIVABLE	08/13/2024	08/27/2024	12,730.00	12,730.00	Open	N
STREET MAINT-REPAIR; 2024 SNOW REMOVAL	P' CHOYT					08/01/2024
101-43100-50224	STREET MAINT-REPAIR; 2024 SNOW REMOVAL		12,730.00			
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HENNEPIN COUNTY FIRE CHIEFS	08/09/2024	08/27/2024	97.56	97.56	Open	N
FD; ANNUAL BLUE CARD INSTRUCTOR SUPPORT	CHOYT					08/07/2024
101-42260-50208	FD; PROFESSIONAL DEVELOPMENT-ANNUAL		97.56			
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INVOICE CLOUD	06/30/2024	07/08/2024	1,356.90	0.00	Paid	Y
JUNE 2024 FEES	DBRUNETTE					07/08/2024
101-41500-50309	JUNE 2024 FEES		50.00			
101-41660-50309	JUNE 2024 FEES		82.50			
601-49400-50309	JUNE 2024 FEES		612.20			
602-49400-50309	JUNE 2024 FEES		612.20			
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INVOICE CLOUD	08/07/2024	08/07/2024	804.25	0.00	Paid	Y
JULY 2024 FEES	DBRUNETTE					08/07/2024
101-41500-50309	JULY 2024 FEES		50.00			
101-41660-50309	JULY 2024 FEES		73.95			
601-49400-50309	JULY 2024 FEES		340.15			
602-49400-50309	JULY 2024 FEES		340.15			
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JOYCE YOUNG	08/16/2024	08/27/2024	100.00	100.00	Open	N
MISCELLANEOUS ELSIE STEPHENS HISTORICAL / KTHELEN						08/16/2024
405-41900-50430	MISCELLANEOUS ELSIE STEPHENS HISTORICAL		100.00			
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KWIK TRIP INC	08/12/2024	08/27/2024	186.74	0.00	Paid	Y
PD; 514204/ CARWASH JUL 2024	CHOYT					07/31/2024

101-42120-50220	PD; 514204/ CARWASH JUL 2024			186.74			
LANDFORM PROFESSIONAL SVCS, LLC	08/13/2024	08/27/2024	7,991.25	7,991.25	Open	N	
PLANNING; CITY BUSINESS-JULY 2024	CHOYT						07/31/2024
101-41710-50300	PLANNING; CITY BUSINESS-JUL 2024		7,991.25				
LANO EQUIPMENT INC	08/20/2024	08/27/2024	391.56	391.56	Open	N	
PW; REPAIR/BLOCK COUPLER	CHOYT						08/19/2024
101-43100-50220	PW; REPAIR/BLOCK COUPLER		391.56				
LAUREL TREE FARMS	08/20/2024	08/27/2024	1,800.00	1,800.00	Open	N	
PW: PROFESSIONAL SRVS-SPRUCE TREES	CHOYT						08/20/2024
101-45200-50300	PW: PROFESSIONAL SRVS-SPRUCE TREES		1,800.00				
LEO WEB PROTECT INC	08/14/2024	08/27/2024	174.72	174.72	Open	N	
PD; SUBSCRIPTION/LEO WEB PROTECTION	CHOYT						07/17/2024
101-42120-50205	PD; SUBSCRIPTION/LEO WEB PROTECTION		174.72				
MAUER MAIN CHEVROLET	08/15/2024	08/27/2024	1,760.78	1,760.78	Open	N	
PD; REPAIR-2015 CHEV. TAHOE	CHOYT						08/13/2024
101-42120-50220	PD; REPAIR-2015 CHEV. TAHOE		1,760.78				
MENARDS - MAPLE GROVE	08/19/2024	08/27/2024	93.50	93.50	Open	N	
PW; REPAIR/MAINT	CHOYT						08/03/2024
101-43100-50220	PW; REPAIR/MAINT		93.50				
MENARDS - MAPLE GROVE	08/19/2024	08/27/2024	149.13	149.13	Open	N	
PW; BUILDINGS AND STRUCTURES	CHOYT						08/04/2024
101-43100-50520	PW; BUILDINGS AND STRUCTURES		149.13				
METROPOLITAN COUNCIL	08/12/2024	08/27/2024	83,645.10	0.00	Paid	Y	
SAC FEE; JUL 2024	CHOYT						07/31/2024
602-00000-20801	SAC FEE; JUL 2024		84,490.00				
602-49450-37270	LESS PROMPT PAYMENT FEE; JUL 2024		(844.90)				
MINNESOTA DEPARTMENT OF HEALTH	08/20/2024	08/27/2024	150.00	0.00	Paid	Y	
PW; TERRITORIAL RD IMPROVEMENTS-WATERMA	CHOYT						08/20/2024

401-43100-50530	PW; TERRITORIAL RD IMPROVEMENTS			150.00			
MINNESOTA NATIVE LANDSCAPES, INC	08/21/2024	08/27/2024	2,596.52	2,596.52	Open	N	
PAY 2; RETAINAGE PAYABLE-FINAL	CHOYT					08/21/2024	
415-00000-20600	PAY 2; RETAINAGE PAYABLE-FINAL		2,596.52				
MN DEPT OF REVENUE	08/12/2024	08/12/2024	4,218.00	0.00	Paid	Y	
SALES/USE TAX; JULY 2024	DBRUNETTE					08/12/2024	
101-00000-20300	SALES/USE TAX; JULY 2024		132.00				
601-00000-20300	SALES/USE TAX; JULY 2024		4,086.00				
MONTICELLO ANIMAL CONTROL	08/12/2024	08/27/2024	110.00	110.00	Open	N	
PD; ANIMAL CONTROL-JUN 2024	CHOYT					06/30/2024	
101-42140-50308	PD; ANIMAL CONTROL-JUN 2024		110.00				
MTI DISTRIBUTING	08/09/2024	08/27/2024	104.66	0.00	Paid	Y	
PW; REPAIR/MAINT-BEARING	CHOYT					05/21/2024	
101-43100-50220	PW; REPAIR/MAINT-BEARING		104.66				
NAPA AUTO PARTS	08/09/2024	08/27/2024	136.83	136.83	Open	N	
FD; SUPPLIES BATTERY/DEPOSIT	CHOYT					08/09/2024	
101-42260-50200	FD; SUPPLIES BATTERY/DEPOSIT		136.83				
NAPA AUTO PARTS	08/09/2024	08/27/2024	22.13	22.13	Open	N	
FD; SUPPLIES MUD FLAPS	CHOYT					08/09/2024	
101-42260-50200	FD; SUPPLIES MUD FLAPS		22.13				
NAPA AUTO PARTS	08/13/2024	08/27/2024	129.14	129.14	Open	N	
FD; BATTERY	CHOYT					08/12/2024	
101-42260-50220	FD; BATTERY		129.14				
NATHAN MATHIS	08/20/2024	08/27/2024	308.00	308.00	Open	N	
PW; UNIFORM ALLOWANCE REIMBURSEMENT-N	CHOYT					08/16/2024	
101-43100-50217	PW; UNIFORM ALLOWANCE REIMBURSEMENT		308.00				
NORTHERN TOOL & EQUIPMENT	08/12/2024	08/27/2024	15.99	15.99	Open	N	
PW; SUPPLIES	CHOYT					08/02/2024	

101-43100-50210	PW; SUPPLIES			15.99			
NORTHERN TOOL & EQUIPMENT		08/19/2024	08/27/2024	355.95	355.95	Open	N
PW; SUPPLIES/SPRAYER		CHOYT					08/12/2024
101-43100-50210	PW; SUPPLIES/SPRAYER			355.95			
OLSEN CHAIN & CABLE		08/13/2024	08/27/2024	986.39	986.39	Open	N
PW; OPERATING SUPPLIES		CHOYT					08/13/2024
101-43100-50210	PW; OPERATING SUPPLIES			986.39			
OMANN BROTHERS INC		08/12/2024	08/27/2024	286.72	286.72	Open	N
PW; PAVING SUPPLIES-4.01		CHOYT					08/08/2024
101-43100-50224	PW; PAVING SUPPLIES -4.01			286.72			
OMANN BROTHERS INC		08/12/2024	08/27/2024	198.17	198.17	Open	N
PW; PAVING SUPPLIES - 2.98		CHOYT					08/07/2024
101-43100-50224	PW; PAVING SUPPLIES - 2.98			198.17			
OMANN BROTHERS INC		08/13/2024	08/27/2024	73.15	73.15	Open	N
PW; PAVING SUPPLIES 1.1		KTHELEN					08/13/2024
101-43100-50224	PW; PAVING SUPPLIES 1.1			73.15			
PAYMENTECH		07/03/2024	07/03/2024	2,547.63	0.00	Paid	Y
JULY FEES 2024		DBRUNETTE					07/03/2024
101-41500-50309	JULY FEES 2024			345.73			
101-41500-50309	JULY FEES 2024			2,201.90			
PLAISTED COMPANIES		08/19/2024	08/27/2024	219.99	219.99	Open	N
PW; 6" PINK ESCH PRO CUT X2 AND RETURN		CHOYT					08/09/2024
101-43100-50210	PW; 6" PINK ESCH PRO CUT X2			335.98			
101-43100-50210	PW; 12" 1" HD DIAMOND BLADE			(115.99)			
PLAISTED COMPANIES		08/19/2024	08/27/2024	115.99	115.99	Open	N
PW; 12" 1" HD DIAMOND BLADE		CHOYT					08/08/2024
101-43100-50210	PW; 12" 1" HD DIAMOND BLADE			115.99			
READY WATT ELECTRIC		08/12/2024	08/27/2024	15,475.00	15,475.00	Open	N

ADMINISTRATION EXP REIMBURSED; PD #240049 CHOYT							08/12/2024
101-40800-34010	ADMINISTRATION EXP REIMBURSED			15,475.00			
REPUBLIC SERVICES, INC.		08/12/2024	08/27/2024	16,909.34	0.00	Paid	Y
CITY RECYCLING- JUL 2024	CHOYT						07/31/2024
101-41650-50386	CITY RECYCLING- JUL 2024			16,909.34			
ROGERS TRUE VALUE		08/09/2024	08/27/2024	60.96	60.96	Open	N
PW; REPAIR/MAINT PAINT	CHOYT						08/09/2024
601-49400-50220	PW; REPAIR/MAINT			60.96			
ROGERS TRUE VALUE		08/12/2024	08/27/2024	62.90	62.90	Open	N
PW; SHOP PAINTING SUPPLIES	CHOYT						08/12/2024
601-49400-50220	PW; SHOP PAINTING SUPPLIES			62.90			
RPM GRAPHICS, INC		08/19/2024	08/27/2024	0.00	0.00	Void	N
FD: SUPPLIES TANKER TRUCK	KTHELEN						08/16/2024
101-42260-50200	FD: SUPPLIES TANKER TRUCK			4,122.00			
RPM GRAPHICS, INC		08/19/2024	08/27/2024	0.00	0.00	Void	N
FD- SUPPLIES- PROBATIONARY HELMET PATCH	KTHELEN						08/16/2024
101-42260-50200	FD- SUPPLIES- PROBATIONARY HELMET PATCH			131.00			
T MOBILE		08/09/2024	08/27/2024	310.34	0.00	Paid	Y
FD; 983779233 CELL SVC JUL 2024	CHOYT						07/31/2024
101-42260-50320	FD; 983779233 CELL SVC JUL 2024			310.34			
TASC		08/19/2024	08/27/2024	20.59	0.00	Paid	Y
COBRA ADMIN FEE; OCT 2024	CHOYT						08/17/2024
101-41810-50205	COBRA ADMIN FEE; OCT 2024			20.59			
TERMINAL SUPPLY		08/12/2024	08/27/2024	296.80	296.80	Open	N
PW; OPERATING SUPPLIES	CHOYT						08/09/2024
101-43100-50210	PW; OPERATING SUPPLIES			296.80			
THE MN TRANSPORTATION ALLIANCE		08/15/2024	08/27/2024	335.00	0.00	Paid	Y
CH; ANNUAL MEMBERSHIP AUG 2024-JUL 2025	CHOYT						06/10/2024

414-41900-50200	CH; ANNUAL MEMBERSHIP-AUG-JUL 2025			335.00				
TIGERTOUGH		08/19/2024	08/27/2024	355.00	355.00	Open	N	
FD; SUPPLIES-DURANGO ARMREST	CHOYT							08/19/2024
101-42260-50200	FD; SUPPLIES-DURANGO ARMREST			355.00				
TIMESAVER OFF SITE SECRETARIAL. INC		08/19/2024	08/27/2024	589.50	589.50	Open	N	
MINUTES; EDA 7/30, PC 8/1	KTHELEN							08/02/2024
101-41420-50300	MINUTES; EDA 7/30, PC 8/1			589.50				
TJ DVORAK MECHANICAL LLC		08/12/2024	08/27/2024	6,025.00	6,025.00	Open	N	
PW; MAINT. TEST 10 BACKFLOWS	CHOYT							08/05/2024
601-49400-50220	PW; MAINT. TEST 10 BACKFLOWS			6,025.00				
TOSHIBA BUSINESS SYSTEMS		08/07/2024	08/27/2024	68.85	68.85	Open	N	
FD; ESTUDIO 2525- BW/COLOR JULY 2024	KTHELEN							07/31/2024
101-42260-50308	FD; ESTUDIO 2525- BW/COLOR JULY 2024			68.85				
TOSHIBA BUSINESS SYSTEMS		08/07/2024	08/27/2024	151.43	151.43	Open	N	
CH; ESTUDIO 4525 BACK PRINTER JULY 2024	KTHELEN							07/31/2024
101-41820-50308	CH; ESTUDIO 4525 BACK PRINTER JULY 2024			151.43				
TOSHIBA BUSINESS SYSTEMS		08/09/2024	08/27/2024	145.70	145.70	Open	N	
CH; ESTUDIO 4555 ELECTIONS, CH; ESTUDIO 25	KTHELEN							07/31/2024
101-41820-50308	CH; ESTUDIO 4555 ELECTIONS MAY-JULY			72.85				
101-41820-50308	CH; ESTUDIO 2515 FRONT PRINTER MAY-JULY			72.85				
VERIZON WIRELESS		08/20/2024	08/27/2024	150.12	0.00	Paid	Y	
PW;CELL SERVICE;MCM SEWER JUL-AUG 2024	CHOYT							07/31/2024
602-49400-50321	PW;CELL SERVICE;MCM SEWER			150.12				
VISA-CH		08/13/2024	08/27/2024	1,374.87	0.00	Paid	Y	
5321 VISA CH; JUL 2024	CHOYT							07/31/2024
101-41500-50208	CH; BS&A CONFERENCE 2024-BRUNETTE			695.00				
101-41310-50200	CH; WRIGHT COUNTY ADMIN MEETING			9.87				
101-41310-50208	CH; DEVELOPMENT- HOMERUN LEADERSHIP			400.00				
101-41310-50208	CH; DEVELOPMENT-HOMERUN LEADERSHIP BOOK			20.00				

101-41500-50208	CH; PROFESSIONAL DEVELOPMENT-MNGFOA			250.00			
VISA-CH		08/13/2024	08/27/2024	1,721.69	0.00	Paid	Y
5198 VISA CH; JULY 2024	CHOYT						07/31/2024
101-41500-50205	CH; ZOOM			43.41			
101-41820-50308	CH; MICROSOFT			8.70			
101-41820-50308	CH; DIGIUM CLOUD			686.41			
101-41710-50200	CD; SUPPLIES/PLANNING PLATE			12.50			
101-41810-50200	CH; SUPPLIES-AMAZON			16.83			
101-41810-50200	CH; SUPPLIES-AMAZON			48.00			
101-41810-50200	CH; SUPPLIES-AMAZON			9.16			
101-41810-50200	CH; SUPPLIES-AMAZON			36.98			
101-41810-50200	CH; SUPPLIES-AMAZON			104.44			
101-41110-50210	AD; SUPPLIES-SWEET TASTE OF ITALY			188.83			
101-41710-50205	CD; SUBSCRIPTIONS/MEMBERSHIP-HAYDEN S.			298.91			
101-41820-50308	CH; MICROSOFT			4.00			
101-43100-50212	PW; MOTOR FUELS-FUEL CLOUD			122.50			
101-41820-50308	CH; CONTRACT SERVICES; GODADDY RENEWAL			50.34			
101-41820-50308	CH; CONTRACT SERVICES; GODADDY RENEWAL			90.68			
VISA-FD2		08/13/2024	08/27/2024	3,016.08	0.00	Paid	Y
5396 VISA FD; JUL 2024	CHOYT						07/31/2024
101-42260-50220	FD; MISTER CAR WASH-ASTRUP			35.88			
101-42260-50220	FD; SOTA SHINE-HENDRICKSON			25.06			
101-42260-50200	FD; MEDICAL SUPPLIES			66.77			
101-42260-50205	FD; SUBSCRIPTIONS-GREAT LAKES DIVISION			245.00			
101-42260-50207	FD; RECRUITMENT AND RETENTION-SAM'S			21.36			
101-42260-50207	FD; RECRUITMENT AND RETENTION-KWIK TRIP			10.87			
101-42260-50200	FD; SUPPLIES-SAM'S			159.20			
101-42260-50200	FD; SUPPLIES			26.35			
101-42260-50207	FD; RECRUITMENT AND RETENTION-DEPOSIT			1,500.00			
101-42260-50200	FD; SUPPLIES-METALCRAFT, INC			809.01			
101-42260-50200	FD; SUPPLIES-MEDICAL SOLUTIONS			20.84			
101-42260-50200	FD; SUPPLIES-FIREHOUSE DIRECT			95.74			
VISA-PD		08/13/2024	08/27/2024	1,195.82	0.00	Paid	Y
5081 VISA PD; JULY 2024	CHOYT						07/31/2024

101-42120-50217	PD; REPLACEMENT GLASSES/FIELDSETH			222.63			
101-42120-50217	PD; UNIFORM- VERTX/CURRENT			139.99			
101-42120-50331	PD; MEALS-TRAINING /CHIPOLTE			26.86			
101-42120-50200	PD; SUPPLIES-AMAZON			12.07			
101-42120-50208	PD; DEVELOPMENT-CONFERENCE			325.00			
101-42120-50200	PD; SUPPLIES			13.85			
101-42120-50208	PD; DEVELOPMENT-CHASE ON THE LAKE			1.00			
101-42120-50200	PD; SUPPLIES			70.94			
101-42120-50395	PD; CRIME PREVENTION SUPPLIES-STICKERS			337.22			
101-42120-50322	PD; POSTAGE			2.59			
101-42120-50200	PD; SUPPLIES-DISPENSER SPINDLE			43.67			
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VISA-PW		08/13/2024	08/27/2024	4,223.28	0.00	Paid	Y
7665 VISA PW; JULY 2024		CHOYT					07/31/2024
101-43100-50208	PW; MN FALL MAINTENANCE EXPO X5			150.00			
101-43100-50208	PW; MN FALL MAINTENANCE EXPO X6			180.00			
101-43100-50210	PW; OPERATING SUPPLIES-TARGET			31.53			
101-43100-50210	PW; CLIVE'S			88.28			
601-49400-50322	PW; POSTAGE-WATER SAMPLES			13.47			
601-49400-50300	EDP, SOFTWARE SVC- ESRI SUBSCRIPTION			1,253.33			
602-49400-50300	EDP, SOFTWARE SVC- ESRI SUBSCRIPTION			1,253.33			
101-43100-50300	EDP, SOFTWARE SVC- ESRI SUBSCRIPTION			1,253.34			
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WATER LABORATORIES, INC		08/09/2024	08/27/2024	679.50	679.50	Open	N
WATER TESTING; JUL 2024		CHOYT					07/31/2024
601-49400-50300	WATER TESTING; JUL 2024			679.50			
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WESTSIDE WHOLESALE, INC		08/20/2024	08/27/2024	127.00	127.00	Open	N
PW; REPAIR/MAINT TURF MASTER		CHOYT					08/19/2024
101-45200-50220	PW; REPAIR/MAINT TURF MASTER			127.00			
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XCEL ENERGY		08/12/2024	08/27/2024	36.27	0.00	Paid	Y
51-0013923150-3;HOLLY LN; JUL-AUG 2024		CHOYT					07/31/2024
101-43100-50230	51-0013923150-3;HOLLY LN; JUL-AUG 2024			36.27			
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XCEL ENERGY		08/12/2024	08/27/2024	25.44	0.00	Paid	Y
51-0014444653-6; 146TH AVE S.LIGHTS JUL-AUG		CHOYT					07/31/2024

101-43100-50230	51-0014444653-6; 146TH AVE S.LIGHTS			25.44				
XCEL ENERGY	08/12/2024	08/27/2024	4,893.36	0.00	Paid	Y		
51-0011857801-8;PD/PW BLDG; JUL-AUG	CHOYT						07/31/2024	
101-42120-50381	51-0011857801-8;PD/PW BLDG; JUL-AUG		2,446.68					
101-43100-50381	51-0011857801-8;PD/PW BLDG; JUL-AUG		2,446.68					
XCEL ENERGY	08/12/2024	08/27/2024	23.55	0.00	Paid	Y		
51-0014423188-8;146TH AVE ST LGT JUL-AUG 20	CHOYT						07/31/2024	
101-43100-50230	51-0014423188-8;146TH AVE ST LGT JUL-AUG		23.55					
XCEL ENERGY	08/12/2024	08/27/2024	31.80	0.00	Paid	Y		
51-0013985527-8; CHESHIRE LGT; JUL-AUG 202	CHOYT						07/31/2024	
101-43100-50230	51-0013985527-8; CHESHIRE LGT; JUL-AUG		31.80					
XCEL ENERGY	08/12/2024	08/27/2024	33.79	0.00	Paid	Y		
51-0013211437-0;SDL TRAIL LIFT; JUL-AUG 2024	CHOYT						07/31/2024	
601-49400-50381	51-0013211437-0;SDL TRAIL LIFT; JUL-AUG		33.79					
XCEL ENERGY	08/12/2024	08/27/2024	32.17	0.00	Paid	Y		
51-0014297205-1;14641 DAYTON; JUL-AUG 202	CHOYT						07/31/2024	
101-43100-50230	51-0014297205-1;14641 DAYTON ;JUL-AUG		32.17					
XCEL ENERGY	08/12/2024	08/27/2024	22.17	0.00	Paid	Y		
51-6970693-8 SHED; JUL-AUG 2024	CHOYT						07/31/2024	
101-45200-50381	51-6970693-8 SHED; JUL-AUG 2024		22.17					
XCEL ENERGY	08/12/2024	08/27/2024	2,910.57	0.00	Paid	Y		
51-0013565432-4 WELLHOUSE; JUL-AUG 2024	CHOYT						07/31/2024	
601-49400-50381	51-0013565432-4 WELLHOUSE; JUL-AUG		2,910.57					
XCEL ENERGY	08/13/2024	08/27/2024	54.16	0.00	Paid	Y		
51-0014473382-9 12000.5 W FRENCH LK- JUL 20	CHOYT						07/31/2024	
459-43100-50300-2001	51-0014473382-9 12000.5 W FRENCH LK- JUL		54.16					
XCEL ENERGY	08/13/2024	08/27/2024	69.49	0.00	Paid	Y		
51-0013433451-8;BROCKTON LGT; JUL 2024	CHOYT						07/31/2024	

101-43100-50230	51-0013433451-8;BROCKTON LGT; JUL 2024			69.49			
XCEL ENERGY	08/13/2024	08/27/2024	13.53	0.00	Paid	Y	
51-0014158934-9; 11501 DAYTON/S.L.	CHOYT						08/04/2024
101-43100-50230	51-0014158934-9; 11501 DAYTON/S.L.		13.53				
XCEL ENERGY	08/16/2024	08/27/2024	48.68	0.00	Paid	Y	
51-0013348079-5; 14430; JUL- AUG 2024	KTHELEN						08/15/2024
101-45200-50381	51-0013348079-5; 14430; JUL- AUG 2024		48.68				
XCEL ENERGY	08/19/2024	08/27/2024	0.30	0.00	Paid	Y	
51-0014712973-2; 18160 SIREN; JUL-AUG 2024	KTHELEN						07/31/2024
101-42130-50381	51-0014712973-2; SIREN; JUL-AUG 2024		0.30				
XCEL ENERGY	08/20/2024	08/27/2024	21.90	0.00	Paid	Y	
51-0012400696-3;RUSH CR; JUL-AUG 2024	CHOYT						08/18/2024
101-45200-50381	51-0012400696-3;RUSH CR; JUL-AUG		21.90				
ZIEGLER INC	08/19/2024	08/27/2024	980.99	980.99	Open	N	
PW; REPAIR/MAINT	KTHELEN						08/15/2024
101-43100-50220	PW; REPAIR/MAINT		980.99				
# of Invoices: 124 # Due: 77 Totals:			241,368.55	97,871.82			
# of Credit Memos: 0 # Due: 0 Totals:			0.00	0.00			
Net of Invoices and Credit Memos:			241,368.55	97,871.82			
* 2 Net Invoices have Credits Totalling:			(960.89)				
--- TOTALS BY FUND ---							

101 - GENERAL FUND	108,004.34	69,987.16
225 - EDA	1,581.00	1,581.00
226 - CABLE	600.00	600.00
379 - 2023A CRG TIF BOND	385.00	385.00
401 - CAPITAL EQUIPMENT	150.00	0.00
405 - PARK DEDICATION	100.00	100.00
411 - DEVELOPER ESCROWS	448.50	448.50
414 - PAVEMENT MANAGEMENT AND IMPROVEMENTS	335.00	0.00
415 - STORMWATER	2,596.52	2,596.52

430 - TIF 20 GRACO 2	1,080.00	1,080.00
436 - TIF 17 GRACO	1,220.00	1,220.00
438 - TIF 14 LIBERTY	5,347.37	5,347.37
459 - 2022 TIF STREET IMPROVEMENTS	54.16	0.00
601 - WATER FUND	33,211.17	14,271.68
602 - SEWER FUND	86,255.49	254.59

--- TOTALS BY DEPT/ACTIVITY ---

00000 -	101,534.62	2,796.52
40800 - Expense Reimbursement	15,475.00	15,475.00
41110 - Council	188.83	0.00
41310 - Administration	429.87	0.00
41420 - City Clerk	589.50	589.50
41500 - Finance	3,686.04	0.00
41640 - Legal Services	4,345.59	4,345.59
41650 - Recycling Services	16,909.34	0.00
41660 - Inspection Service	156.45	0.00
41710 - Plannning & Economic Dev	9,883.66	9,572.25
41810 - Central Services	2,513.93	1,187.50
41820 - Information Technology	1,337.24	297.13
41900 - General Govt	8,682.37	8,347.37
41910 - Activity Center	840.60	840.60
42120 - Patrol and Investigate	7,613.64	3,589.43
42130 - Emergency Mgmt	23.80	0.00
42140 - Animal Control	304.00	304.00
42260 - Fire Suppression	8,497.03	5,052.54
43100 - Public Works	29,430.90	23,840.98
45200 - Parks	7,250.48	6,722.14
47000 - Debt Service (GENERAL)	385.00	385.00
49400 - Utilities	22,135.56	14,526.27
49450 - Sewer	(844.90)	0.00

PRESENTER:

Jason Quisberg

ITEM:

Jaeger-Jordan Ditch Stabilization – Pay Application No. 2 & Final

PREPARED BY:

Jason Quisberg, Engineering

Josh Accola, Engineering

POLICY DECISION / ACTION TO BE CONSIDERED:

Approve Pay Application No. 2 & Final for the Jaeger-Jordan Ditch Stabilization Project

BACKGROUND:

Minnesota Native Landscaping (MNL) has completed work on the Jaeger-Jordan Ditch Stabilization project and has submitted Pay Application No. 2. The value of the work completed on the project was \$51,930.40. Payment No. 1 was for \$49,333.88 – with \$2,596.52 (5%) held for retainage.

All work on the project has been completed and verified. It is recommended that Payment No. 2, release of the retainage, is approved and the contract be closed out.

The originally estimated costs for this project totaled \$105,000. The latest (post-bid) estimate was \$86,500. The final total project costs are expected to total right around \$76,000 (~\$52,000 for construction, ~\$24,000 for engineering). The reason for the less than estimated costs is a combination of less construction materials being required to accomplish the work, and less engineering services required for the project.

BUDGET IMPACT:

Outside grants secured for this project total \$82,000; which is more than the anticipated final project costs. Therefore, it is expected that the no city funding will be required for this project.

RECOMMENDATION:

Approve Pay Request No. 2 & Final in the amount of \$2,596.52.

ATTACHMENT(S):

Pay Estimate No. 2 & Final

SECTION 00 62 76
APPLICATION FOR PAYMENT FORM

OWNER: City of Dayton
PROJECT: Jaeger-Jordan Ditch Stabilization
CONTRACTOR: Minnesota Native Landscaping

PAY ESTIMATE NO. 2 & Final

Original Contract Amount	\$.....61,510.00
Contract Changes approved to Date (List Change Order Numbers)	\$.....
Revised Contract Price	\$.....61,510.00
Work Completed to Date (attached)	\$.....51,930.40
Retainage to Date, 5%	\$.....
Work Completed to Date Less Retainage to Date	\$.....51,930.40
Total Amount Previously Certified	\$.....
Payment Request This Estimate	\$.....2,596.52

I declare under penalty of perjury that this account, claim, or demand is just and correct and that no part of it has been paid.

CONTRACTOR

CERTIFICATE OF CONTRACTOR

I hereby certify that the work and the materials supplied to date, as shown on the request for payment, represents the actual value of accomplishment under the terms of the contract dated

_____, 20__ between the City of Dayton (OWNER)

and _____ (CONTRACTOR) and all authorized changes thereto.

By _____

Title _____

Approval:

(CONTRACTOR) _____ Date _____

(ENGINEER) _____ Date _____

Jason Quisberg, P.E.

City of Dayton _____ Date _____

END OF SECTION

PRESENTER:

Jason Quisberg

ITEM:

Reduction of the Letter of Credit (LOC) for the 9th Addition of the Sundance Greens 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 9th Addition of the Sundance Greens Development.

BACKGROUND:

Work in the 9th of the Sundance Greens Development has been completed through the paving of wear course asphalt. The remaining work includes wear course paving, punchlist items, and record plans.

The current LOC balance for 9th Addition is \$1,250,000.00. We recommend reducing the LOC to an amount of \$150,000.00. LOC for Sundance Greens 9th Addition would be released in the amount of \$1,100,000.00.

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 9th Addition of the Sundance Greens Development by the amount of \$1,100,000.00 for a remaining balance of \$150,000.00.

ATTACHMENT(S):

ITEM:

Resolution 45-2024; Approving the Final Plat of Riverwalk 3rd Addition, and Development Agreement

APPLICANT:

Bill Ramsey, RGW Dayton Development, LLC.

PREPARED BY:

Hayden Stensgard, Planner II

POLICY DECISION / ACTION TO BE CONSIDERED:

Motion to Approve the Final Plat of Riverwalk 3rd Addition, and Development Agreement.

BACKGROUND:

RGW Dayton Development, LLC. (applicant) is requesting review and approval of the Final Plat of Riverwalk 3rd Addition, consisting of 25 single-family residential lots a part of the overall Riverwalk preliminary plat previously approved on August 24, 2021, which consisted of 239 single-family residential lots. Riverwalk 3rd Addition's 25 buildable lots and one outlot incorporate all of Outlot A, Riverwalk 2nd Addition, with the 25 lots west of River Hills 7th Addition's park area, and directly south of Dayton River Road.

CRITICAL ISSUES:

There are no outstanding issues.

COMMISSION REVIEW / ACTION (IF APPLICABLE):

N/A

60/120-DAY RULE (IF APPLICABLE):

	60-Days	120-Days
Final Plat	September 20, 2024	November 19, 2024

RELATIONSHIP TO COUNCIL GOALS:

N/A

RECOMMENDATION:

Staff recommends approval of Resolution No. 45-2024, approving the Final Plat and Development Agreement for Riverwalk 3rd Addition. The final plat is consistent with the preliminary plat previously approved, and the plat is consistent with the R-3 residential zoning district standards.

ATTACHMENT(S):

Aerial Photo

Applicant Narrative

Resolution 45-2024

Draft Development Agreement

Final Plat of Riverwalk 3rd Addition

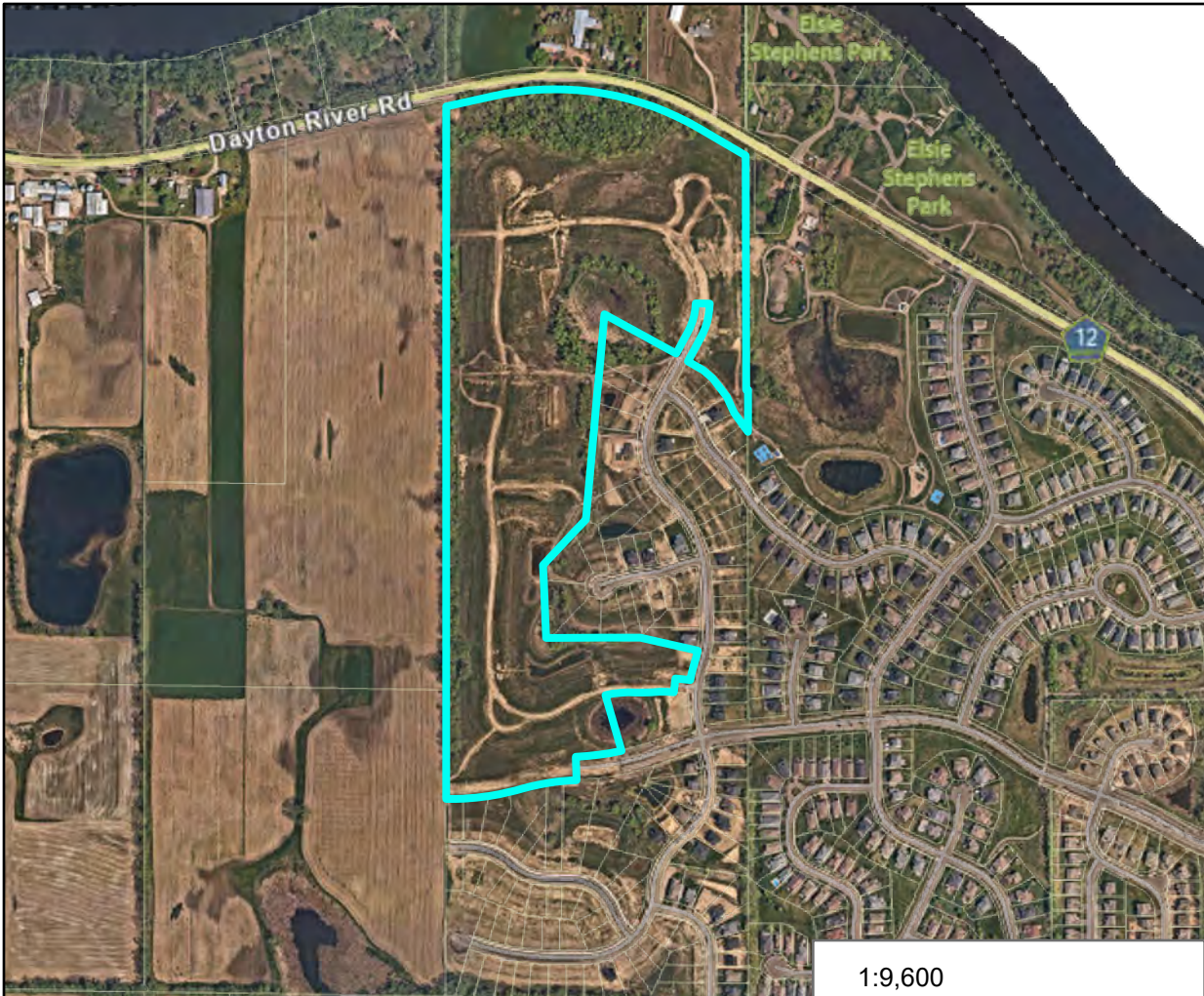
Civil Plan Set, dated July 18, 2024

Engineer Comment Letter, dated August 16, 2024



Hennepin County Property Map

Date: 8/21/2024



PARCEL ID: 0912022120008

OWNER NAME: Rgw Dayton Development Llc

PARCEL ADDRESS: 56 Address Unassigned,Dayton MN 00000

PARCEL AREA: 58.31 acres, 2,540,025 sq ft

A-T-B: Abstract

SALE PRICE:

SALE DATE:

SALE CODE:

ASSESSED 2023, PAYABLE 2024

PROPERTY TYPE: Vacant Land-Residential

HOMESTEAD: Non-Homestead

MARKET VALUE: \$870,000

TAX TOTAL: \$11,931.45

ASSESSED 2024, PAYABLE 2025

PROPERTY TYPE: Vacant Land-Residential

HOMESTEAD: Non-Homestead

MARKET VALUE: \$760,000

Comments:

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

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COUNTY 2024



SATHRE-BERGQUIST, INC.

14000 25TH AVENUE NORTH, PLYMOUTH, MN, 55447

TEL:(952)476-6000

WEB:WWW.SATHRE.COM

Date: July 18, 2024

Subject: Riverwalk 3rd Addition – 25 Lots – Final Plat Narrative

Prepared For: RGW Dayton Development, LLC

Contact: Craig Allen - (952) 270-4473

Narrative:

The proposed final plat for **Riverwalk 3rd Addition** will consist of 25 single family residential lots. This phase of the project is located in the northeast corner of the project. The site is located on the south side of Dayton River Road, west of the City Well House Site and north of Pioneer Parkway.

The site grading was completed with the 1st addition, a portion of the sanitary sewer for this phase was installed with the 2nd addition to provide for a forcemain to the City Well House Site.

The development is zoned for R-3.

R-3 Requirements:

Minimum Lot Area: 6,000 sf (dev smallest 8,702 sf, 15,599 sf ave)

Minimum Width: varies (dev 65' & 75')

Front yard Setback: 25 feet

Corner yard Setback: 20 feet

Side yard Setback: 7.5 feet

Rear yard Setback: 30 feet

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

RESOLUTION NO. 45-2024

**APPROVAL OF FINAL PLAT AND DEVELOPMENT AGREEMENT FOR
RIVERWALK 3RD ADDITION**

WHEREAS, Bill Ramsey, RGW Dayton Development LLC (hereinafter referred to as the “Developer”) has submitted a proposal for a Final Plat Approval and final plans (hereinafter referred to as the “Application”) for the development of the property legally described as Outlot A, Riverwalk 2nd Addition to be known as Riverwalk 3rd Addition, a 25 single-family lot development; and

WHEREAS, the City Council on August 24, 2021 passed Resolution Number 46-2021 approving of the Preliminary Plat for Riverwalk, prepared by Sathre-Berquist, Inc, and Ordinance 2021-19 rezoning the Property to R-3, Single-Family Attached and Detached District. Riverwalk consists of 239 Single-family Lots, one amenity lot, and one lot for City well Site (hereinafter referred to as the “Preliminary Plat”).

WHEREAS, the subject property is guided “Low-Density Residential” and the proposed single-family residential development is consistent with this land use designation as defined in the Comprehensive Plan.

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

WHEREAS, the City Council at its August 27, 2024 meeting considered the matter and approved the Final Plat of Riverwalk 3rd Addition, including a draft development agreement, subject to conditions; and

WHEREAS, the City Council makes the following Findings of Fact in relation to the Final Plat and Development Agreement approval:

1. The Developer proposes to develop the Property pursuant to the Preliminary Plat in multiple phases. This Resolution includes approval for 25 new buildable single-family lots, and 1 outlot as shown in Exhibit B, the Final Plat.
2. The Plat shall be known as Riverwalk 3rd Addition.
3. The Developer has submitted, for the City’s review and approval, the Final Plat and final plans for the Property prepared by Sathre-Berquist, Inc. (hereinafter referred to as the “Final Plans”)
4. The Final plat will include private improvements consisting of site grading, installation of sanitary sewer, storm sewer, watermain, and other utilities.

Construction of storm water ponds, and private streets. These improvements are detailed on plans drafted by Sathre-Berquist, Inc. (hereinafter referred to as the “Construction Plans”).

5. Minn. Stat. § 462.358, grants the City, for the purpose of protecting and promoting the public health, safety and general welfare, the authority to adopt subdivision regulations providing for the orderly, economic and safe development of land within the City.
6. The City Council has adopted Subdivision Regulations for the orderly, economic and safe development of land within the City.
7. Dayton City Code §1002.02 states that “no land shall be subdivided without complying with the provisions of [Chapter 1002]”.
8. The proposed subdivision of the Property is governed by Dayton City Code Chapter 1002.
9. The Final Plans are governed by Dayton City Code Section 1001.
10. The landscaping shall be governed by Dayton City Code Section 1001.24.
11. The Final Plat is substantially similar to the Preliminary Plat reviewed and approved previously by City Council and meets the City Code requirements and the Final Plans meet the City Code requirements, provided they are subject to and satisfies the conditions set forth in this Resolution.

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

1. That the City Council does hereby conditionally approve the Final Plat and Developer’s Agreement for Riverwalk 3rd Addition, and the Mayor and City Clerk are hereby authorized to execute the same, subject to the conditions set forth below that must be met, to the satisfaction of the City, prior to release of the Final Plat, unless otherwise stated:
 - A. The conditions and requirements of City Council Resolution No. 46-2021, Resolution No. 58-2021, Resolution No. 76-2022, Resolution No. 21-2023 and this Resolution (Res. No. 45-2025 and modifications to the Development Agreement) 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.
 - B. 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.

- C. The Developer shall address all engineering comments identified in the Memo dated August 16, 2024, and subsequent memos, to the satisfaction of the City Engineers.
- D. 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.
- E. Developer, and all others required by the City Attorney, shall execute, before release of the Final Plat, the Developer's Agreement attached hereto as Exhibit C subject to minor changes (including dates, fee/credit amounts, and/or surety amounts) approved by the City Attorney, City Administrator, City Engineer, and/or City Planner. The Developer's Agreement shall be recorded against the Property by the Applicant contemporaneously with the Final Plat, at the Developer's expense. No permits for the development of the Property, except a grading permit, which by 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 Development 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 27 of the Developer's Agreement; and (ii) the amounts for benefit and assessment shall be included at Section 28 of the Developer's Agreement.
- F. 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.

- G. 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 (\$35,026.59). This escrow shall be used for all reasonable expenses, related to review, analysis, processing, monitoring, administration and approvals as determined by the City, that the City incurs in relation to this development and City Resolutions. Said expenses shall include, but are not limited to, staff time, including, but not limited to, hourly wage, overhead and benefits, engineering, legal and other consulting fees incurred in relation to the development and its construction activities. Should the escrow deposit be exhausted, the Developer shall submit additional deposits of 3% of the remaining work for the phase as determined by the City Engineer(s).

Adopted this 27th day of August 2024, by the City of Dayton.

Mayor - Dennis Fisher

City Clerk - Amy Benting

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

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

OUTLOT A, RIVERWALK 2ND ADDITION, Hennepin County, Minnesota

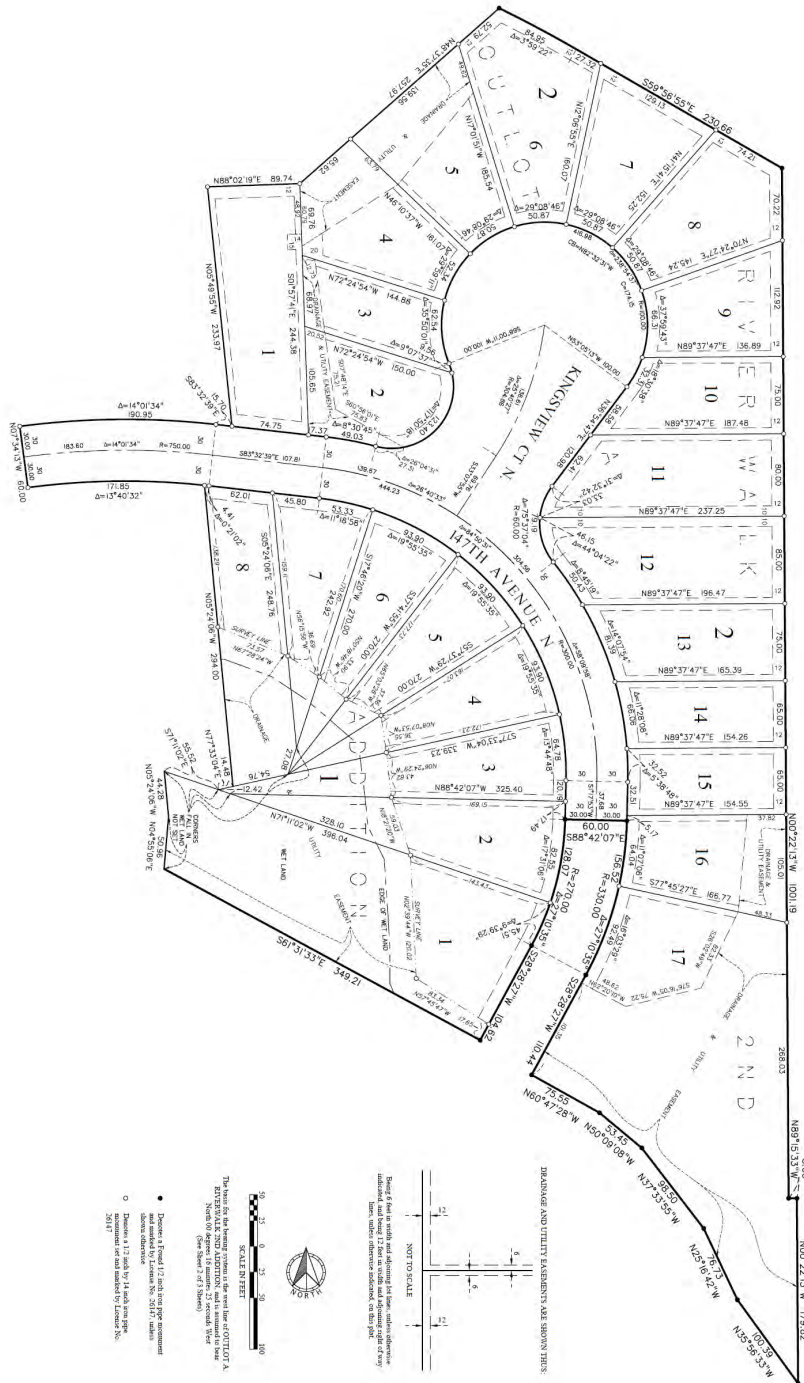
6

[illegible]

INSET A

RIVERWALK 3RD ADDITION

C.R. DOC. NO.



SATHRE-BERGOUST, INC.

SHEET 3 OF 3 SHEETS

EXHIBIT C

(reserved for recording information)

DEVELOPMENT AGREEMENT (Draft)

(Developer Installed Improvements)

RIVERWALK 3RD ADDITION

This **DEVELOPMENT AGREEMENT** (“Agreement”) dated August 27, 20224, 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 **RGW DAYTON DEVELOPMENT, LLC.**, a Minnesota Limited Liability Company, whose principal place of business is located at 6885 Sycamore Lane North, Suite 110, Maple Grove, MN 55369 (“Developer”).

RECITALS

- A. Developer is the fee owner and developer of a parcel or parcels of land that is situated in the City of Dayton, County of Hennepin, State of Minnesota, and is legally described as set forth on **Exhibit A** (the “Property”); and
- B. Developer has asked the City to approve a FINAL plat for ***RIVERWALK 3RD ADDITION*** (the “Plat” or the “Project”), consisting of 25 single-family lots; and
- C. On August 24, 2021, the City Council for the City of Dayton adopted Resolution 46-2021, approving the PRELIMINARY Plat as prepared by Sathre-Bergquist, 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 two (2) years 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, and C, 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 also be approved by the Elm Creek Watershed if appropriate. 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, dated 7/28/2021
- Plan B – Final Plat of Riverwalk 3rd Addition
- Plan C – Grading Plan, dated 7/19/2024
- Plan D – Street Plans, dated 7/19/2024
- Plan E – Sanitary Sewer & Watermain Plans, dated 7/19/2024
- Plan F – Storm Sewer Plans, dated 7/19/2024
- Plan G – Erosion Control Plans, dated 7/19/2024

Plan H – SWPPP
Plan I – Utility Plan

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 Right-of-Way 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 October 31, 2025. 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 G) and Final Erosion Control and SWPPP Plan (Plans G and H) 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 G, 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). 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. Warning signs shall be placed when hazards develop in streets to prevent the public from traveling on same and to direct attention to detours. If and when streets become impassable, such streets shall be barricaded and closed. In the event residences are occupied prior to completing streets, Developer shall ensure that the streets are passable to traffic and emergency vehicles. Developer shall be responsible for keeping streets within and without the subdivision swept clean of dirt and debris that may spill, track, or wash onto the street from Developer's operation. Developer shall contract for street cleaning within and immediately adjacent to the development. At a minimum, scraping and sweeping shall take place on a weekly basis. A copy of Developer's street sweeping contract shall be approved by the City before grading is started. Developer's street sweeping contract shall provide that the City may direct the contractor to clean the streets and bill Developer.

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 Pioneer Parkway from Dayton River Road. 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 an 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 \$35,026.59 to cover the expenses for engineering administration, application review, and construction observation; and (2) 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 25 residential units developed, less a portion of the existing sanitary sewer credit amount of \$64,925 for a total of \$0. The remaining sanitary sewer credit for future phases of development is \$63,412.66. 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 25 residential units developed, less the remaining water credit amount of \$78,515.34, for a total of \$22,709.66. Development of the Plat is also subject to a Water Access Charge ("WAC") fee in the amount of \$5,157 per unit 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 25 residential units developed, for a total of \$87,350.

21. **Park Dedication.** Developer will pay a park dedication fee of \$112,425 (\$4,497 per unit x 25 = \$112,425) at the time of final plat approval.

22. **Trail Dedication.** Developer will pay a trail dedication fee of \$69,900 (\$2,796 per unit x 25 = \$69,900) at the time of final plat approval.

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

A. Developer shall pay the cost for the preparation of record construction drawings and City base map upgrading by the City Engineer as part of the Administrative/Engineering fee.

24. **Landscaping.** Developer shall follow all requirements of the City's Zoning Ordinance and the City's approved landscaping plan. See requirements in Report of City Planner dated 8/5/2021 and Landscape plan dated 7/1/2021.

25. **Tree Preservation.** Developer shall follow all the requirements of the City's Zoning Ordinance and Tree Preservation plan, dated 6/11/2021, submitted by Developer at the time of Preliminary Plat application.

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

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

- i. August 5, 2021 City Council meeting, approving Preliminary Plat of Riverwalk and Resolution No. 46-2021.
- ii. August 27, 2024 City Council meeting, approving the Final Plat of Riverwalk 3rd Addition and Resolution 45-2024.

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 buffer around all wetlands averaging 25 feet, with a minimum width of 10 feet. 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 August 16, 2024

J. Access shall be provided to all stormwater ponds.

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.

27. **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 \$1,050,797.70. 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:	
Sanitary Sewer	\$139,789.25
Watermain	\$161,595.00
Storm Sewer	\$147,435.00
Streets	\$426,845.50
TOTAL SECURITIES:	\$875,664.75
GRAND TOTAL SECURITIES (120%):	\$1,050,797.70

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:

Engineering, City Administration Escrow	\$35,026.59
Legal and Planning Expenses Escrow	\$5,000
Sanitary Sewer Trunk Charges	\$64,925 - \$64,925 Credit = <u>\$0</u>
Water Trunk Charge	\$101,225 - \$78,515.34 Credit = <u>\$22,709.66</u>
Storm Sewer Trunk Charge	\$87,350
Park Dedication	\$112,425
Trail Dedication	\$69,900
TOTAL CASH REQUIREMENTS:	\$332,411.25

The remaining credits for future phases are as follows: \$63,412.66 sanitary sewer credit.

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 the plan set dated July 19, 2024 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.

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
12260 South Diamond Lake Road
Dayton, Minnesota 55327

If to Developer:

RGW Dayton Development, LLC.
6885 Sycamore Lane North, Suite 110
Maple Grove, MN 55369

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]

CITY OF DAYTON

BY: _____
Dennis Fisher, Mayor

(SEAL)

BY: _____
Amy Benting, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 202__, by Dennis Fisher and Amy Benting, respectively, the Mayor and City Clerk of the City of Dayton, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

NOTARY PUBLIC

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

DEVELOPER:
RGW Dayton Development, LLC.

By: _____

Its: _____

Printed Name: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of
_____, 202__, by _____, its
_____ on behalf of <NAME>, a _____
_____.

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>

**EXHIBIT A
TO
DEVELOPMENT CONTRACT**

Legal Description of Property Prior to Final Plat

Outlot A, Riverwalk 2nd Addition

**EXHIBIT B
TO
DEVELOPMENT CONTRACT**

Legal Description of Property Following Recording of Final Plat

Riverwalk 3rd Addition

**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 _____, 202__.

<NAME>

By: _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

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>

**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 _____, 202__.

<NAME>

By: _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

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

Notary Public

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, MN 55121
Telephone: (651) 452-5000
<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 _____, 202__.

<NAME>

By: _____
Its:

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

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>

[BANK LETTERHEAD]

IRREVOCABLE LETTER OF CREDIT

No. _____

Date: _____

TO: City of Dayton

Dear Sir or Madam:

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

The draft must:

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

b) Be accompanied by an affidavit signed by the Mayor or City Clerk 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 , 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 _____

(reserved for recording information)

DEVELOPMENT AGREEMENT

(Developer Installed Improvements)

RIVERWALK 3RD ADDITION

This **DEVELOPMENT AGREEMENT** (“Agreement”) dated August 27, 20224, 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 **RGW DAYTON DEVELOPMENT, LLC.**, a Minnesota Limited Liability Company, whose principal place of business is located at 6885 Sycamore Lane North, Suite 110, Maple Grove, MN 55369 (“Developer”).

RECITALS

- A. Developer is the fee owner and developer of a parcel or parcels of land that is situated in the City of Dayton, County of Hennepin, State of Minnesota, and is legally described as set forth on **Exhibit A** (the “Property”); and
- B. Developer has asked the City to approve a FINAL plat for ***RIVERWALK 3RD ADDITION*** (the “Plat” or the “Project”), consisting of 25 single-family lots; and
- C. On August 24, 2021, the City Council for the City of Dayton adopted Resolution 46-2021, approving the PRELIMINARY Plat as prepared by Sathre-Bergquist, 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 two (2) years 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, and C, 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 also be approved by the Elm Creek Watershed if appropriate. 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, dated 7/28/2021

Plan B – Final Plat of Riverwalk 3rd Addition

Plan C – Grading Plan, dated 7/19/2024

Plan D – Street Plans, dated 7/19/2024

Plan E – Sanitary Sewer & Watermain Plans, dated 7/19/2024

Plan F – Storm Sewer Plans, dated 7/19/2024
Plan G – Erosion Control Plans, dated 7/19/2024
Plan H – SWPPP
Plan I – Utility Plan

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 Right-of-Way 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 October 31, 2025. 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 G) and Final Erosion Control and SWPPP Plan (Plans G and H) 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 G, 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). 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. Warning signs shall be placed when hazards develop in streets to prevent the public from traveling on same and to direct attention to detours. If and when streets become impassable, such streets shall be barricaded and closed. In the event residences are occupied prior to completing streets, Developer shall ensure that the streets are passable to traffic and emergency vehicles. Developer shall be responsible for keeping streets within and without the subdivision swept clean of dirt and debris that may spill, track, or wash onto the street from Developer's operation. Developer shall contract for street cleaning within and immediately adjacent to the development. At a minimum, scraping and sweeping shall take place on a weekly basis. A copy of Developer's street sweeping contract shall be approved by the City before grading is started. Developer's street sweeping contract shall provide that the City may direct the contractor to clean the streets and bill Developer.

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 Pioneer Parkway from Dayton River Road. 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 an 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 \$35,026.59 to cover the expenses for engineering administration, application review, and construction observation; and (2) 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 25 residential units developed, less a portion of the existing sanitary sewer credit amount of \$64,925 for a total of \$0. The remaining sanitary sewer credit for future phases of development is \$63,412.66. 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 25 residential units developed, less the remaining water credit amount of \$78,515.34, for a total of \$22,709.66. Development of the Plat is also subject to a Water Access Charge (“WAC”) fee in the amount of \$5,157 per unit 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 25 residential units developed, for a total of \$87,350.

21. **Park Dedication.** Developer will pay a park dedication fee of \$112,425 (\$4,497 per unit x 25 = \$112,425) at the time of final plat approval.

22. **Trail Dedication.** Developer will pay a trail dedication fee of \$69,900 (\$2,796 per unit x 25 = \$69,900) at the time of final plat approval.

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

A. Developer shall pay the cost for the preparation of record construction drawings and City base map upgrading by the City Engineer as part of the Administrative/Engineering fee.

24. **Landscaping.** Developer shall follow all requirements of the City’s Zoning Ordinance and the City’s approved landscaping plan. See requirements in Report of City Planner dated 8/5/2021 and Landscape plan dated 7/1/2021.

25. **Tree Preservation.** Developer shall follow all the requirements of the City’s Zoning Ordinance and Tree Preservation plan, dated 6/11/2021, submitted by Developer at the time of Preliminary Plat application.

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

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

- i. August 5, 2021 City Council meeting, approving Preliminary Plat of Riverwalk and Resolution No. 46-2021.
- ii. August 27, 2024 City Council meeting, approving the Final Plat of Riverwalk 3rd Addition and Resolution 45-2024.

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 buffer around all wetlands averaging 25 feet, with a minimum width of 10 feet. 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 August 16, 2024

J. Access shall be provided to all stormwater ponds.

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.

27. **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 \$1,050,797.70. 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:	
Sanitary Sewer	\$139,789.25

Watermain	\$161,595.00
Storm Sewer	\$147,435.00
Streets	\$426,845.50
TOTAL SECURITIES:	\$875,664.75
GRAND TOTAL SECURITIES (120%):	\$1,050,797.70

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:

Engineering, City Administration Escrow	\$35,026.59
Legal and Planning Expenses Escrow	\$5,000
Sanitary Sewer Trunk Charges	\$64,925 - \$64,925 Credit = \$0
Water Trunk Charge	\$101,225 - \$78,515.34 Credit = \$22,709.66
Storm Sewer Trunk Charge	\$87,350
Park Dedication	\$112,425
Trail Dedication	\$69,900
TOTAL CASH REQUIREMENTS:	\$332,411.25

The remaining credits for future phases are as follows: \$63,412.66 sanitary sewer credit.

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 the plan set dated July 19, 2024 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.

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
12260 South Diamond Lake Road
Dayton, Minnesota 55327

If to Developer:

RGW Dayton Development, LLC.
6885 Sycamore Lane North, Suite 110
Maple Grove, MN 55369

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]

CITY OF DAYTON

BY: _____
Dennis Fisher, Mayor

(SEAL)

BY: _____
Amy Benting, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 202__, by Dennis Fisher and Amy Benting, respectively, the Mayor and City Clerk of the City of Dayton, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

NOTARY PUBLIC

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

DEVELOPER:
RGW Dayton Development, LLC.

By: _____

Its: _____

Printed Name: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of
_____, 202__, by _____, its
_____ on behalf of <NAME>, a _____
_____.

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>

**EXHIBIT A
TO
DEVELOPMENT CONTRACT**

Legal Description of Property Prior to Final Plat

Outlot A, Riverwalk 2nd Addition

DRAFT

**EXHIBIT B
TO
DEVELOPMENT CONTRACT**

Legal Description of Property Following Recording of Final Plat

Riverwalk 3rd 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 _____, 202__.

<NAME>

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

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>

**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 _____, 202__.

<NAME>

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

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 _____, 202__.

<NAME>

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

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>

[BANK LETTERHEAD]

IRREVOCABLE LETTER OF CREDIT

No. _____

Date: _____

TO: City of Dayton

Dear Sir or Madam:

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

The draft must:

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

b) Be accompanied by an affidavit signed by the Mayor or City Clerk 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 , 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 _____

RIVERWALK 3RD ADDITION

C.R. DOC. NO. _____

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

OUTLOT A, RIVERWALK 2ND ADDITION

Has caused the same to be surveyed and platted as RIVERWALK 3RD ADDITION and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat.

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

Signed: RGW Dayton Development, LLC

Jacob M. Walesch, President

STATE OF MINNESOTA, COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20____, by Jacob M. Walesch, President of RGW Dayton Development, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public, _____, Minnesota (Signature)

(Notary Printed Name)

My Commission Expires: _____

SURVEYORS CERTIFICATE

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

Dated this _____ day of _____, 20____.

Daniel L. Schmidt, Licensed Land Surveyor
Minnesota License No. 26147

STATE OF MINNESOTA, COUNTY OF HENNEPIN

This instrument was acknowledged before me this _____ day of _____, 20____, by Daniel L. Schmidt.

Notary Public, Hennepin County, Minnesota (Signature)

(Notary Printed Name)

My Commission Expires: _____

CITY COUNCIL, CITY OF DAYTON, MINNESOTA

This plat of RIVERWALK 3RD ADDITION was approved and accepted by the City Council of the City of Dayton, Minnesota at a regular meeting thereof held this _____ day of _____, 20____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

City Council, City of Dayton, Minnesota

By: _____, Mayor

By: _____, Clerk

RESIDENT AND REAL ESTATE SERVICES

Hennepin County, Minnesota

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

Daniel Rogan, County Auditor

By: _____, Deputy

SURVEY DIVISION

Hennepin County, Minnesota

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

Chris F. Mavis, County Surveyor

By: _____

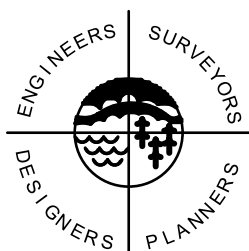
COUNTY RECORDER

Hennepin County, Minnesota

I hereby certify that the within plat of RIVERWALK 2ND ADDITION was recorded in this office this _____ day of _____, 20____, at _____ o'clock _____ M.

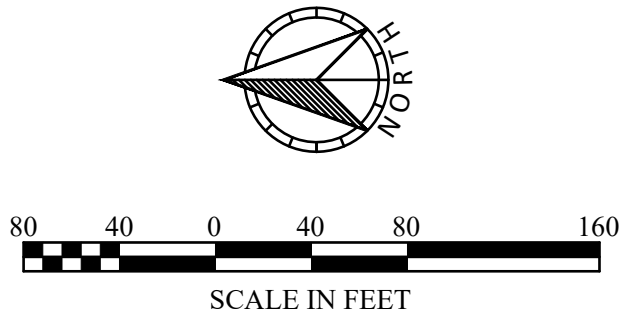
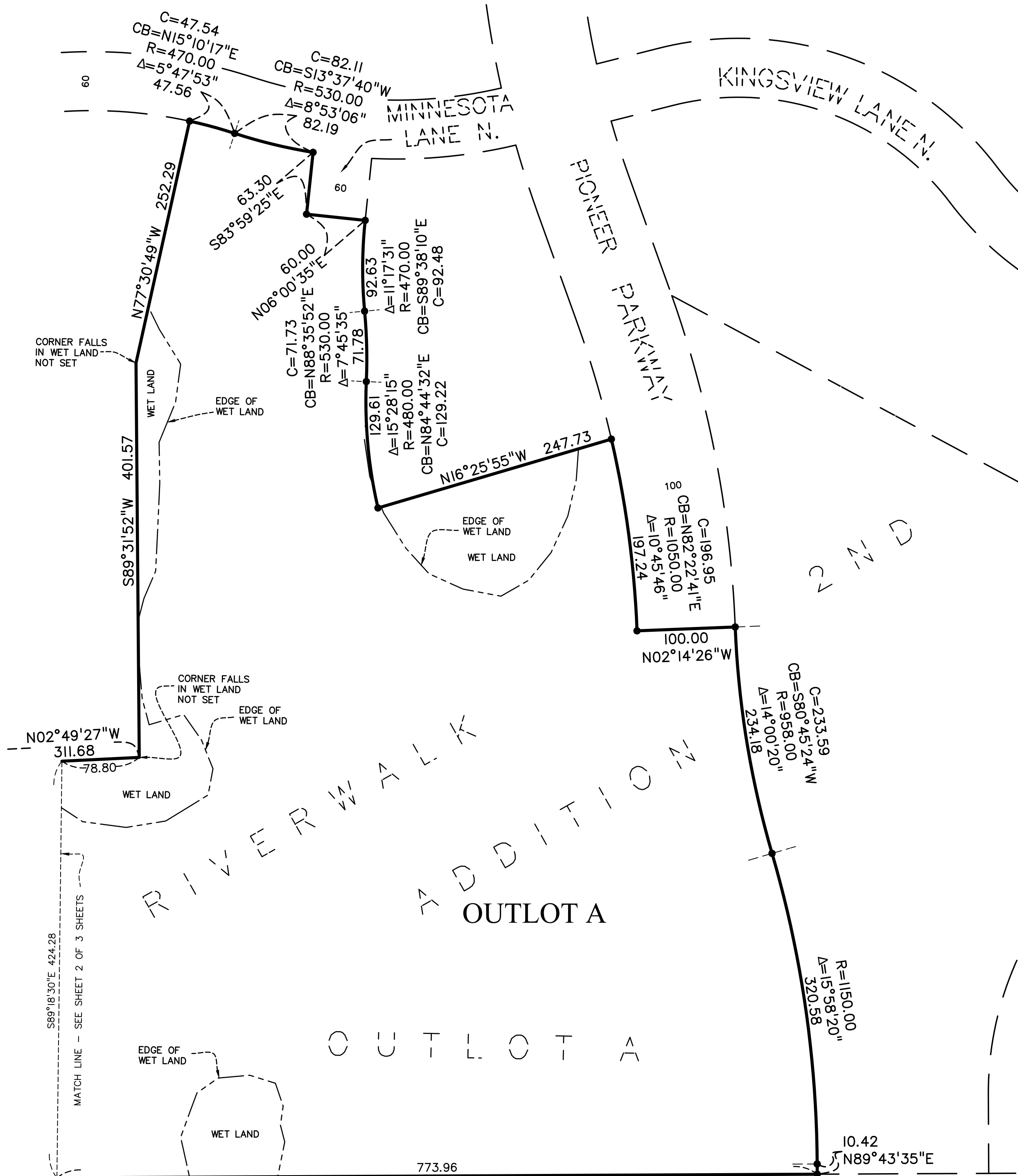
Amber Bougie, County Recorder

By: _____, Deputy



SATHRE-BERGQUIST, INC.

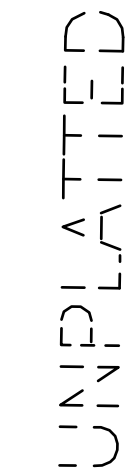
OVERALL



The basis for the bearing system is the west line of OUTLOT A, RIVERWALK 2ND ADDITION, and is assumed to bear North 00 degrees 16 minutes 25 seconds West

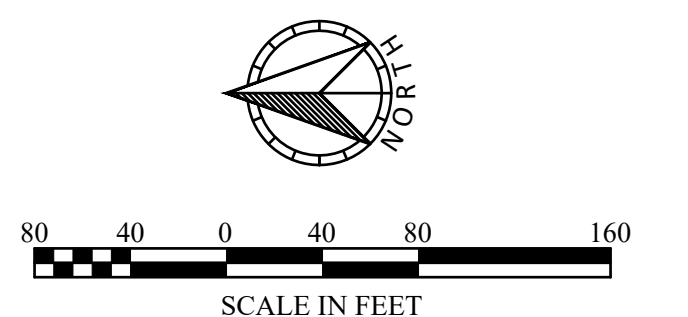
- Denotes a Found 1/2 inch iron pipe monument and marked by License No. 26147, unless shown otherwise
- Denotes a 1/2 inch by 14 inch iron pipe monument set and marked by License No. 26147

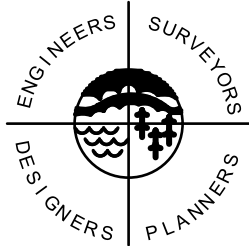
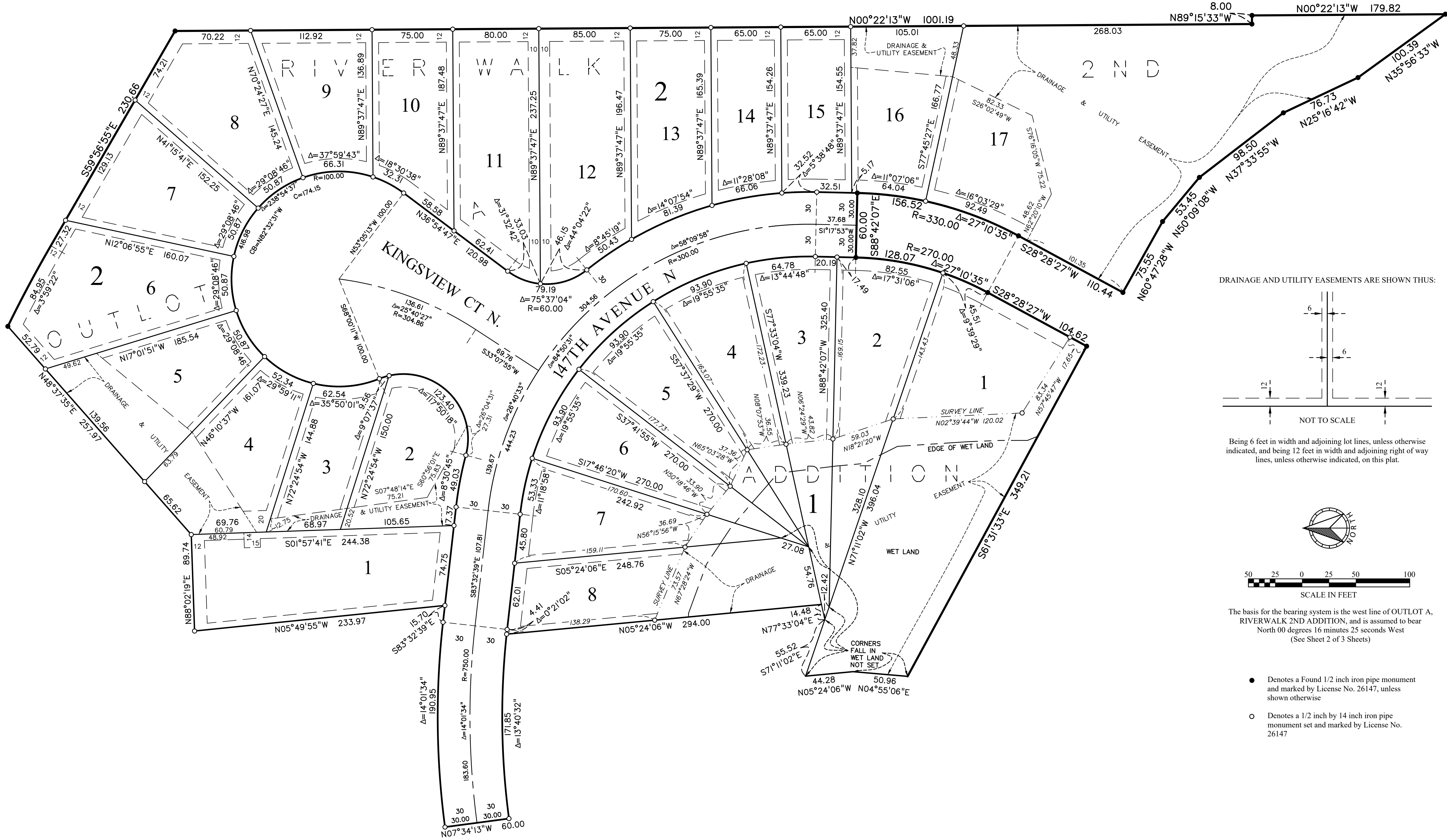
C.R. DOC. NO. _____

UNPLATTED
UNPLATTED

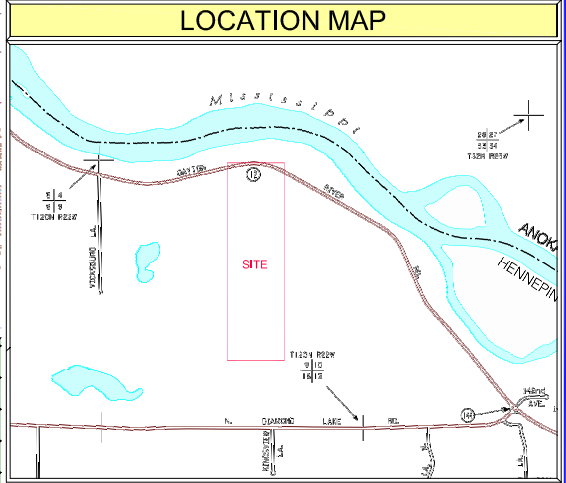
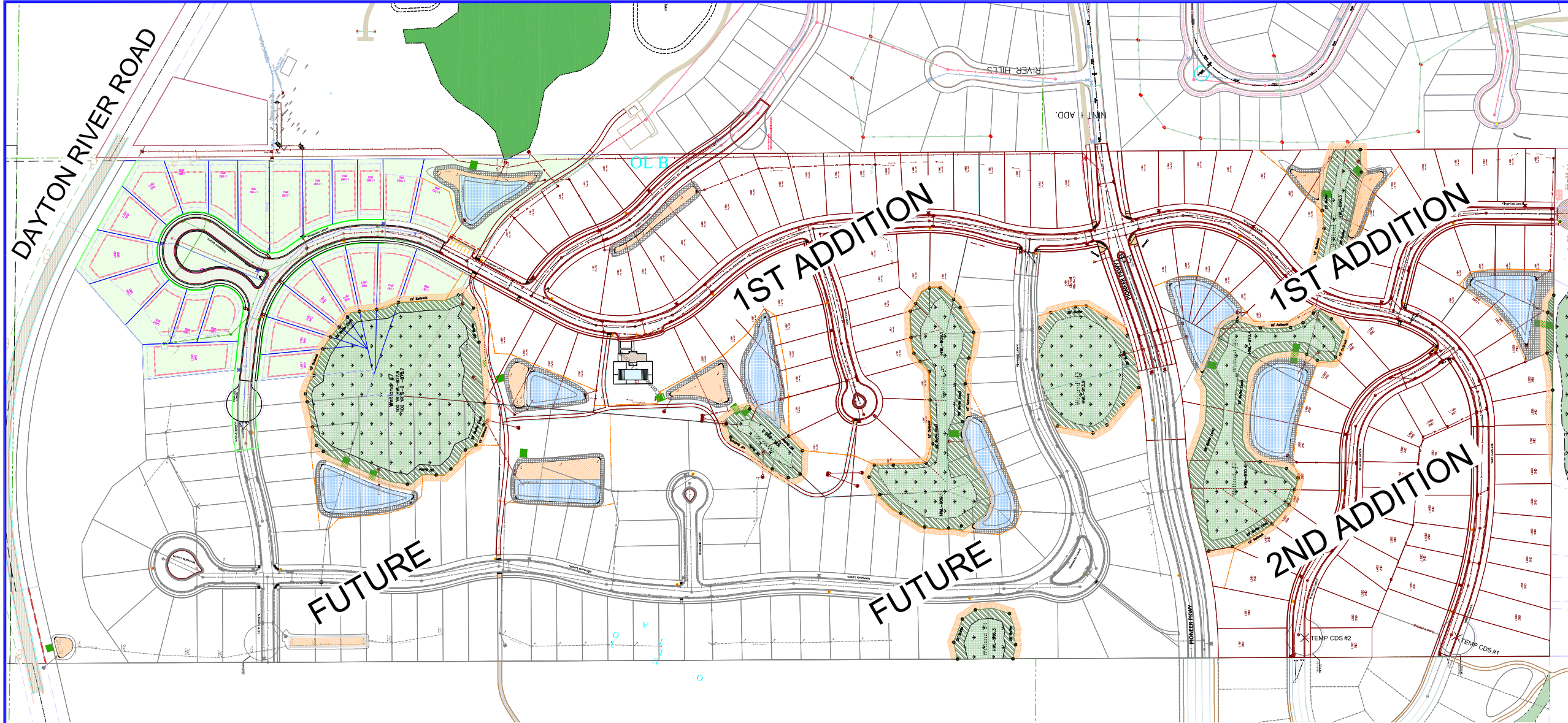
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- Denotes a 1/2 inch by 14 inch iron pipe monument set and marked by License No. 26147

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RIVERWALK 2ND ADDITION, and is assumed to bear
North 00 degrees 16 minutes 25 seconds West



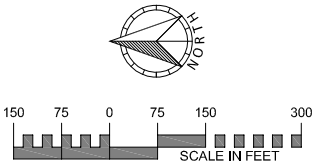


SATHRE-BERGQUIST, INC.



LEGEND		
DESCRIPTION	PROPOSED	EXISTING
BUILDING SETBACK LINE	BSBL	BSBL
GARAGE SETBACK LINE	GSBL	GSBL
PARCEL BOUNDARY LINE	PSBL	PSBL
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
SANWIM SERVICE		
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION WRAP-UP		
STORM STRUCTURE LABEL	CB H3	CB H3
SANITARY STRUCTURE LABEL		
SANITARY SEWER MANHOLE		
WATERMAIN		
HYDRANT		
GATE VALVE		

PREPARED BY	PREPARED FOR
ENGINEER SATHRE-BERGQUIST, INC. 14000 25TH AVENUE NORTH SUITE 120 PLYMOUTH, MINNESOTA 55447 PHONE: (952) 476-6000 FAX: (952) 476-0104 CONTACT: ROBERT S. MOLSTAD, P.E. EMAIL: molstad@sathre.com	DEVELOPER RGW DAYTON DEVELOPMENT, LLC 6885 SYCAMORE LANE N, SUITE 110 MAPLE GROVE, MN 55369 CONTACT: CRAIG ALLEN PHONE: (952) 270-4473 EMAIL: craig@gonyeaccompany.com



DEVELOPMENT DATA

Proposed Zoning: R-3
3rd Addition - 25 Total Lots

Street: 60' ROW - 32' B-B
CDS - 60' R

SETBACKS
Front yard Setback: 25'
Corner Setback: 20'
Side yard Setback: 7.5'
Rear yard Setback: 30'

SHEET INDEX TABLE

SHEET	Description
1	Title Sheet
2-5	Final Street Plan
6-8	Final Sanitary Sewer & Watermain Plan
9-10	Final Storm Sewer Plan
11-12	Final Grading Plan
13-14	Final Erosion Control Plan
15-21	Construction Details

EXISTING UTILITIES SHOWN ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ANY AND ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES ARISING OUT OF HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL EXISTING UTILITIES.

DRAWING NAME	NO.	BY	DATE	REVISION
RW 3RD ADD.	1			
DRAWN				
CHKD				
CHECKED				
RSM				
DATE				
07/19/24				

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Robert S. Molstad
ROBERT S. MOLSTAD, P.E.
Date: 07-19-2024 Lic. No. 26428



SATHRE-BERGQUIST, INC.
14000 25TH AVE N #120 PLYMOUTH, MN. 55447 (952) 476-6000

CITY PROJECT NO.

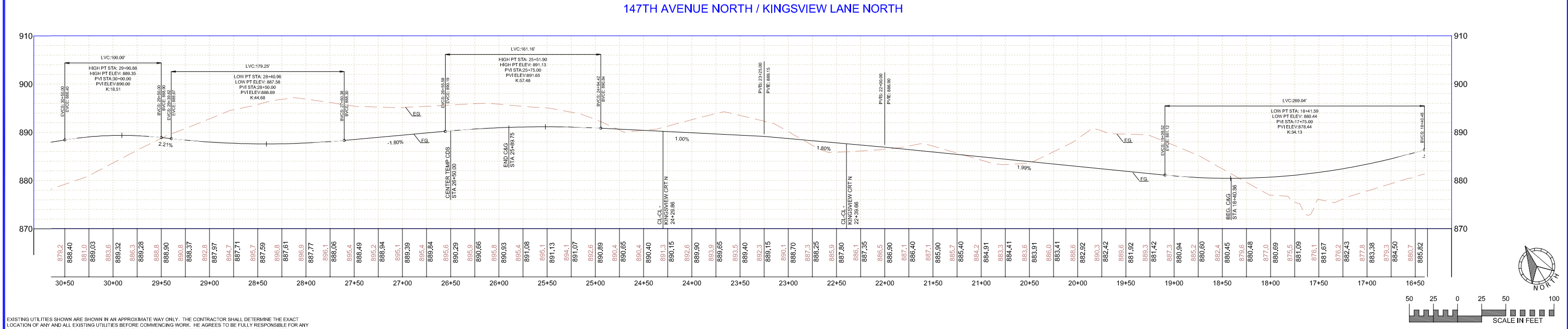
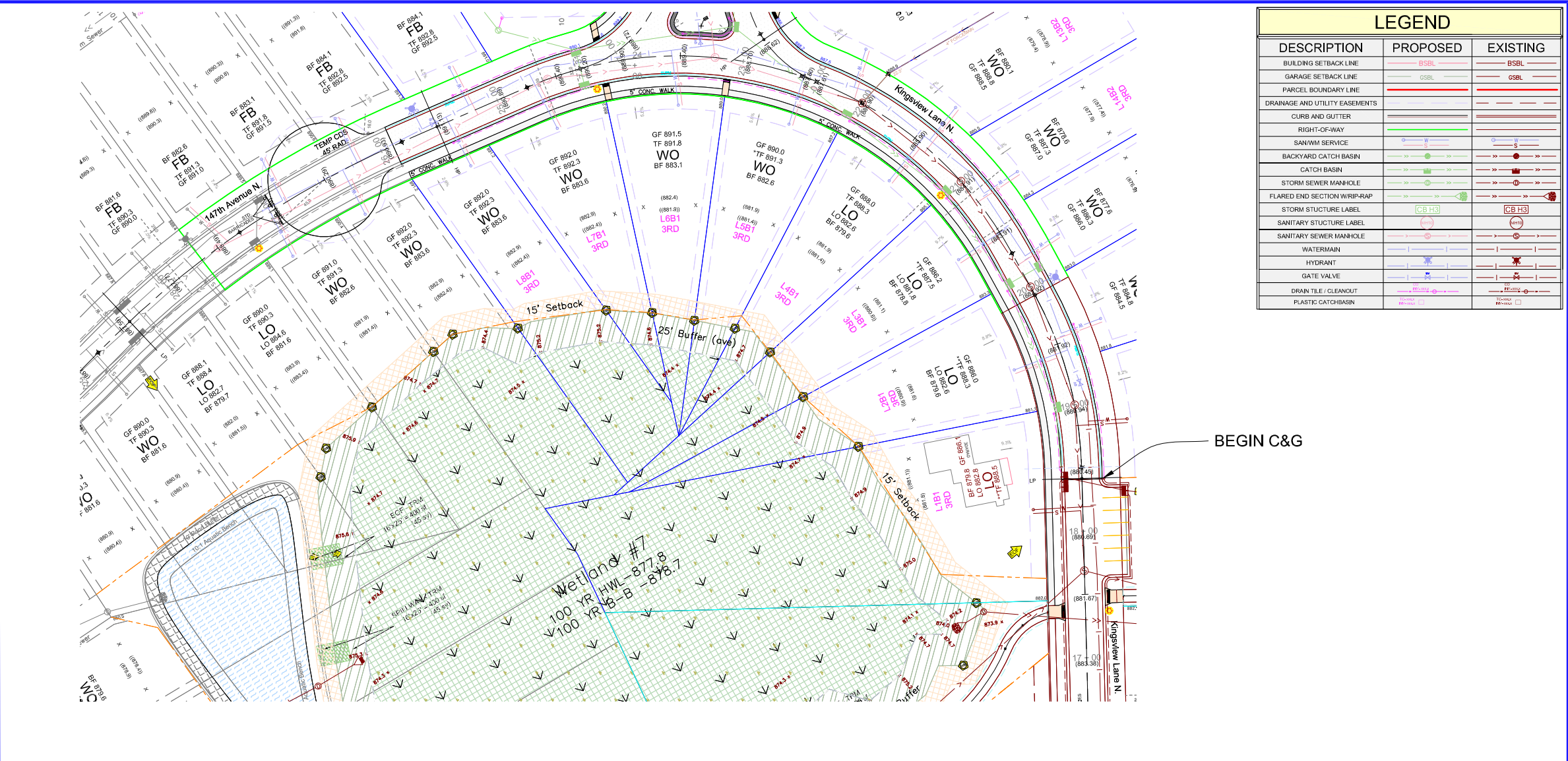
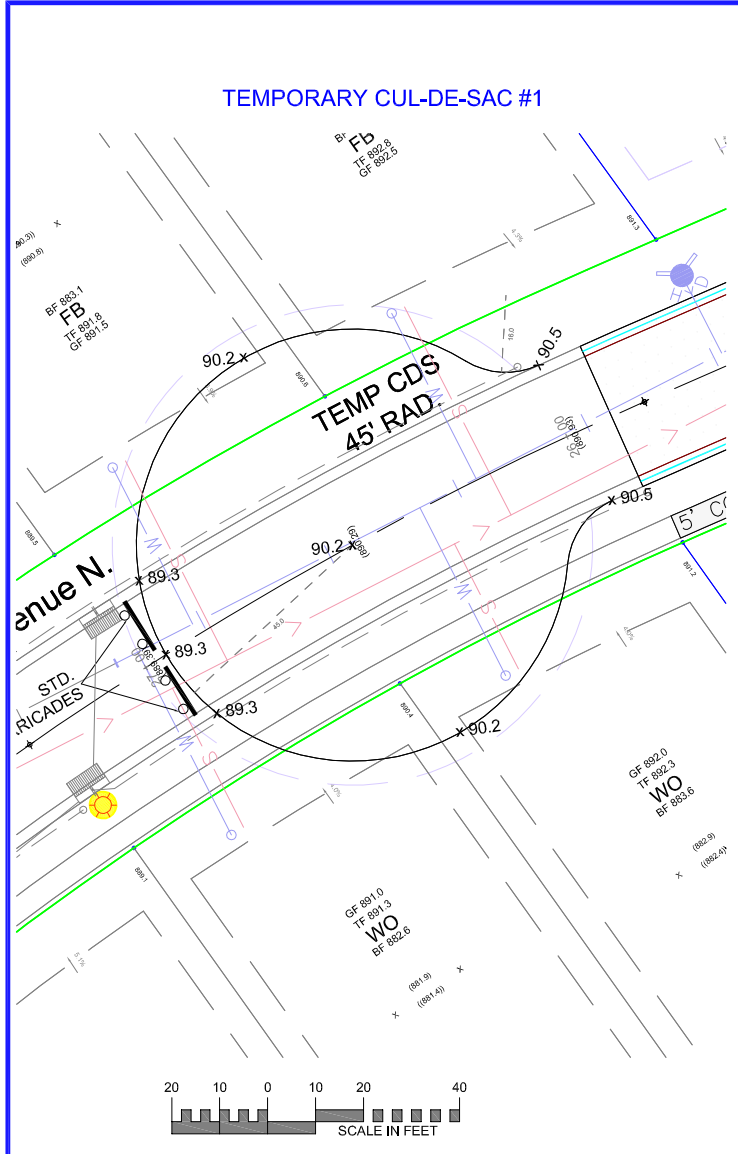
DAYTON,
MINNESOTA

TITLE SHEET

RIVERWALK 3RD ADDITION
RGW DAYTON DEVELOPMENT, LLC

FILE NO.
3120-082-300

1
21



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RV 3RD ADD.	1			
DRAWN				
CHKD				
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ENGINEERS
SURVEYORS
DESIGNERS
PLANNERS

SATHRE-BERGQUIST, INC.
14000 25TH AVE N #120 PLYMOUTH, MN. 55447 (952) 476-6000

CITY PROJECT NO.
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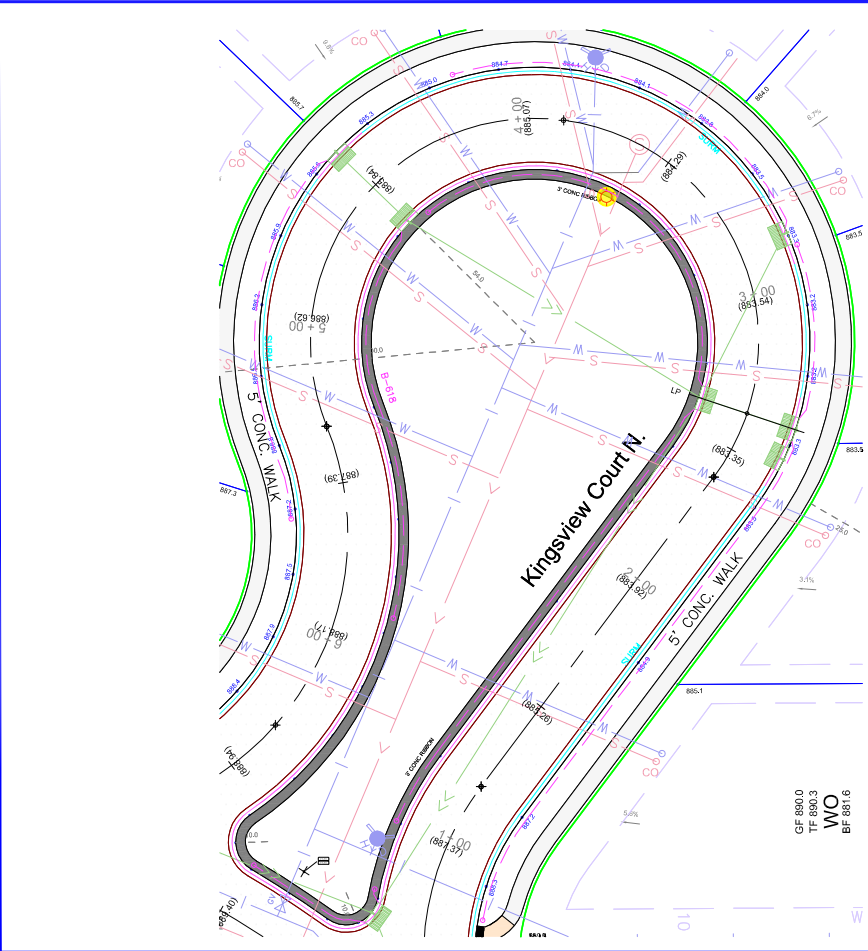
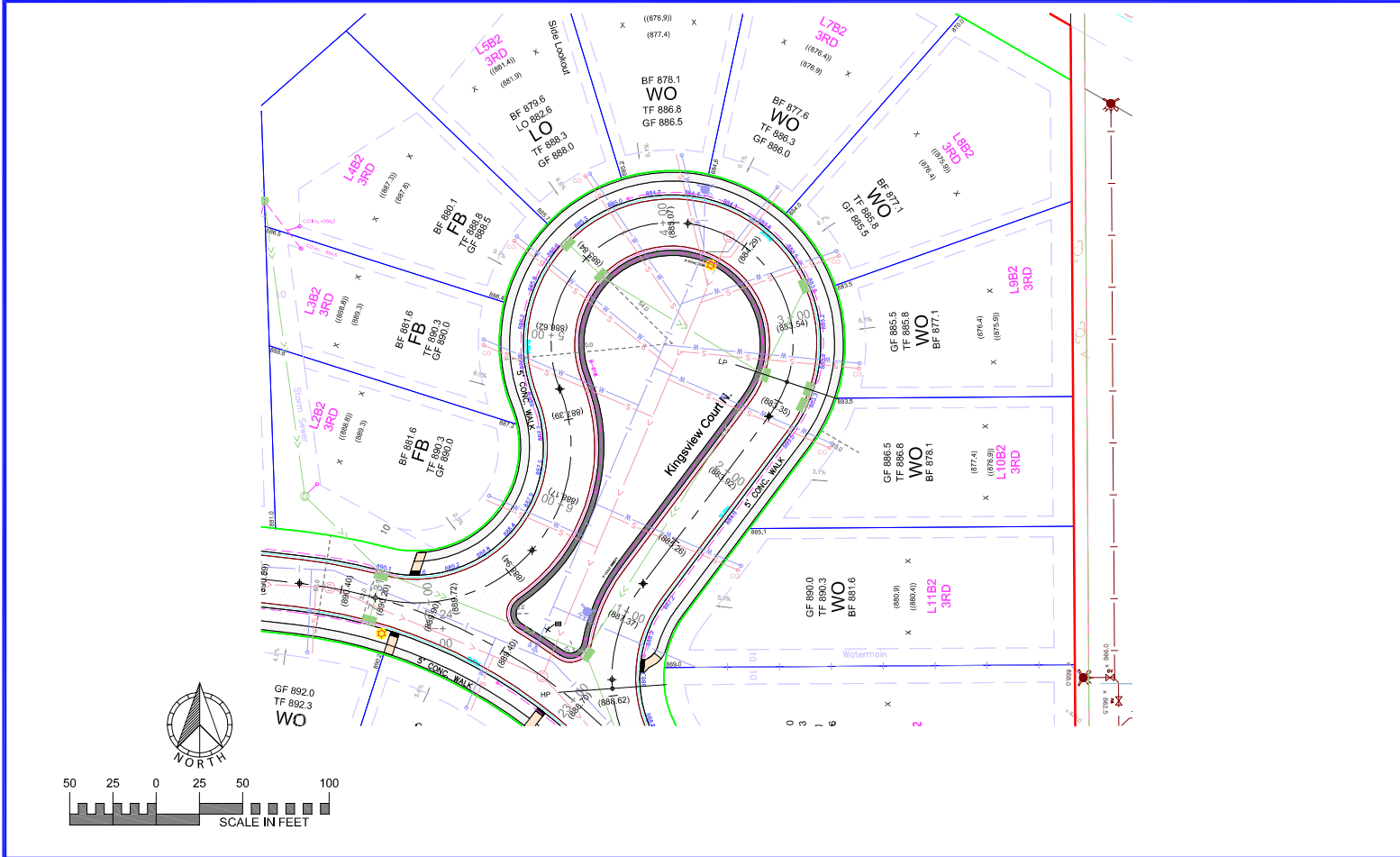
**DAYTON,
MINNESOTA**

FINAL STREET PLAN
RIVERWALK 3RD ADDITION
RGV DAYTON DEVELOPMENT, LLC

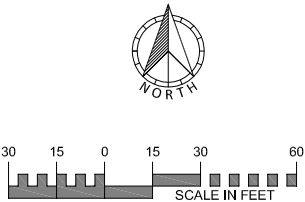
FILE NO.
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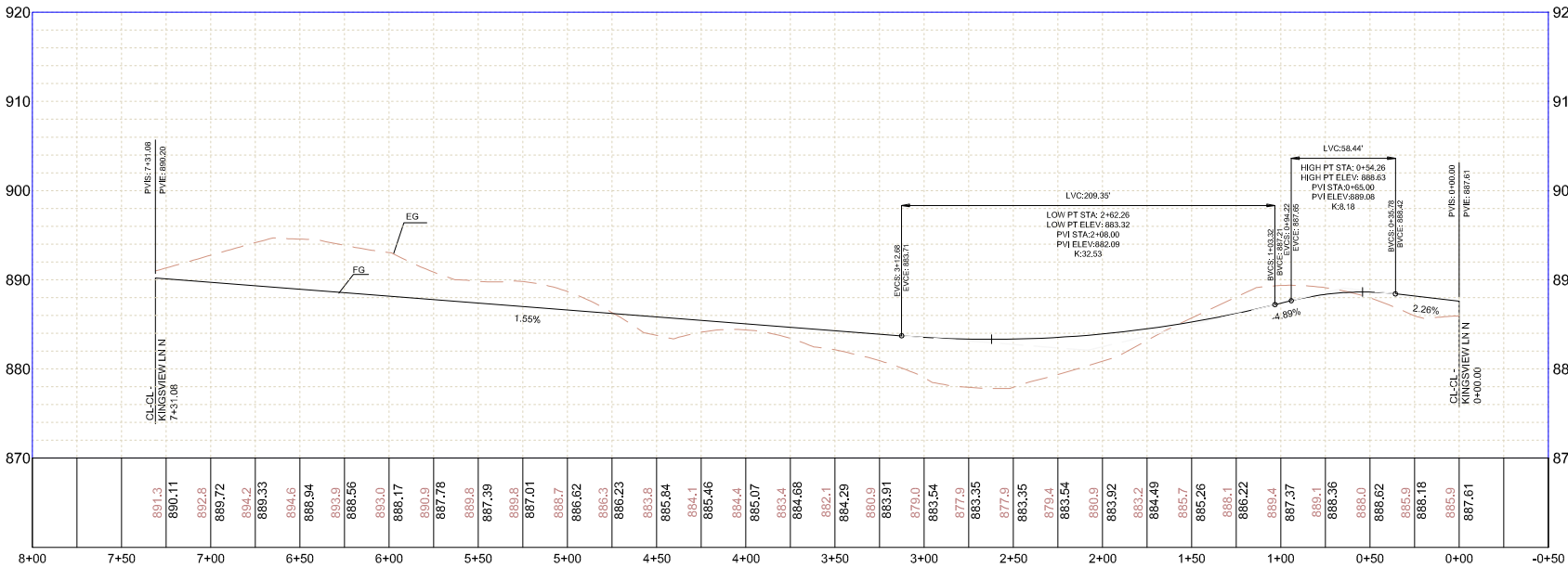
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LEGEND		
DESCRIPTION	PROPOSED	EXISTING
BUILDING SETBACK LINE	BSBL	BSBL
GARAGE SETBACK LINE	GSBL	GSBL
PARCEL BOUNDARY LINE		
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
SANWWM SERVICE		
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION WRIP-RAP		
STORM STRUCTURE LABEL	[CB H3]	[CB H3]
SANITARY STRUCTURE LABEL		
SANITARY SEWER MANHOLE		
WATERMAIN		
HYDRANT		
GATE VALVE		
DRAIN TILE / CLEANOUT		
PLASTIC CATCHBASIN		



KINGSVIEW COURT NORTH



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DRAWN				
CHKD				
DATE				
07/19/24				

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Date: 07-19-2024 Lic. No. 26428



SATHRE-BERGQUIST, INC.
14000 25TH AVE N #120 PLYMOUTH, MN. 55447 (952) 476-6000

CITY PROJECT NO.

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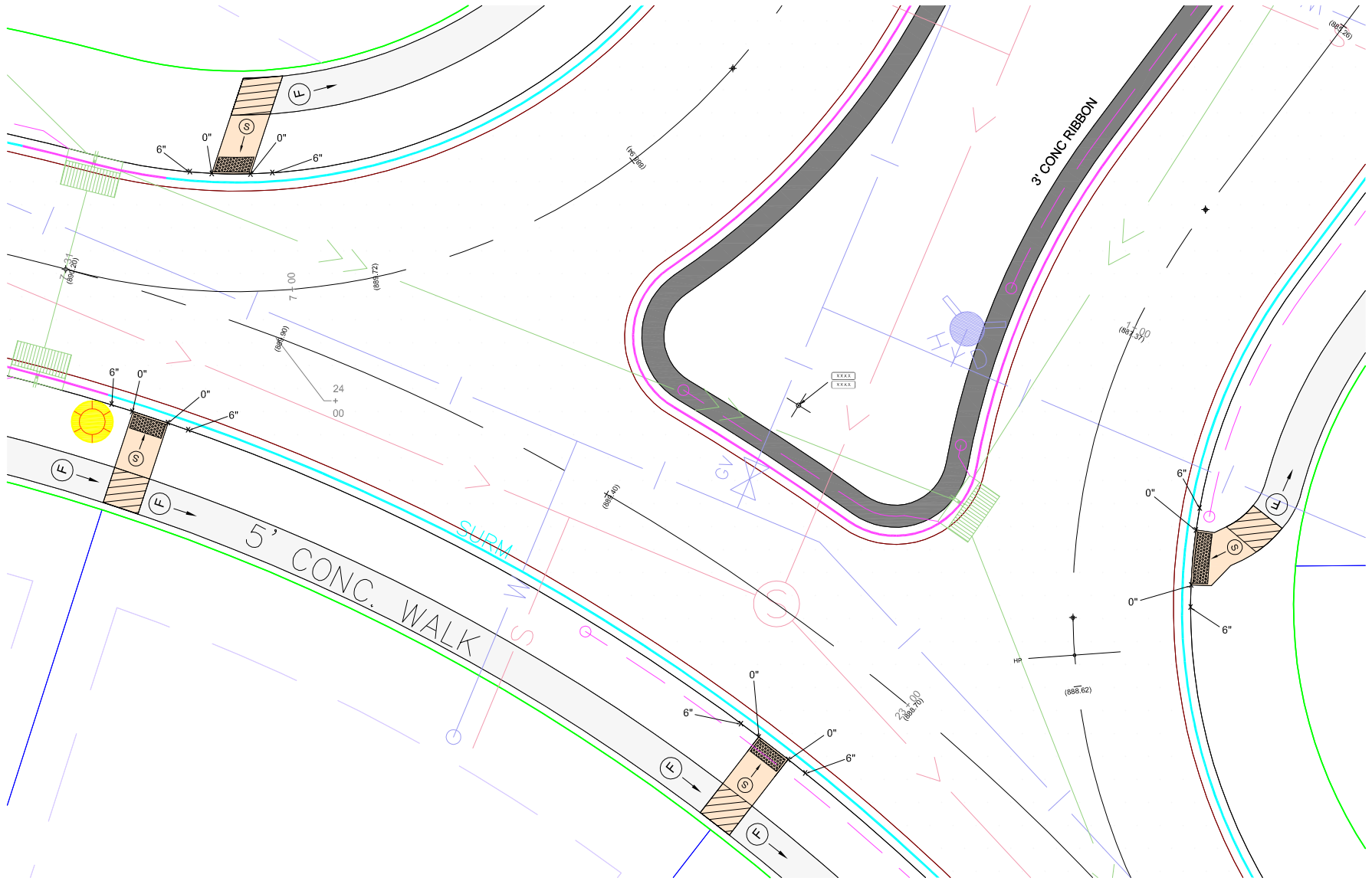
**DAYTON,
MINNESOTA**

FINAL STREET PLAN
RIVERWALK 3RD ADDITION
RGV DAYTON DEVELOPMENT, LLC

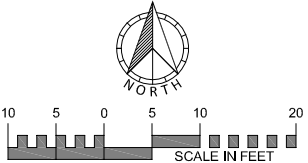
FILE NO.
3120-082-300

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21

KINGSVIEW LN N & KINGSVIEW CRT N



- S** INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND THE CROSS SLOPE SHALL NOT EXCEED 2.0%
- F** INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE GREATER THAN 2.0% AND LESS THAN 5.0% IN THE DIRECTION SHOWN AND THE CROSS SLOPE SHALL NOT EXCEED 2.0%
- X"** INDICATES CURB HEIGHT - TAPER TO MATCH CURB HEIGHT AS NECESSARY UPON PED RAMP DESIGN
- LANDING AREA** - 44' MINIMUM (5x5' PREFERRED) DIMENSION AND MAX 2.0% SLOPE IN ALL DIRECTIONS. LANDING SHALL BE FULL WIDTH OF INCOMING PARS.
- *PER MNDOT PEDESTRIAN CURB RAMP DETAILS*



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DRAWN				
CHKD				
CHECKED				
RSM				
DATE				
07/19/24				

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14000 25TH AVE N #120 PLYMOUTH, MN. 55447 (952) 476-6000

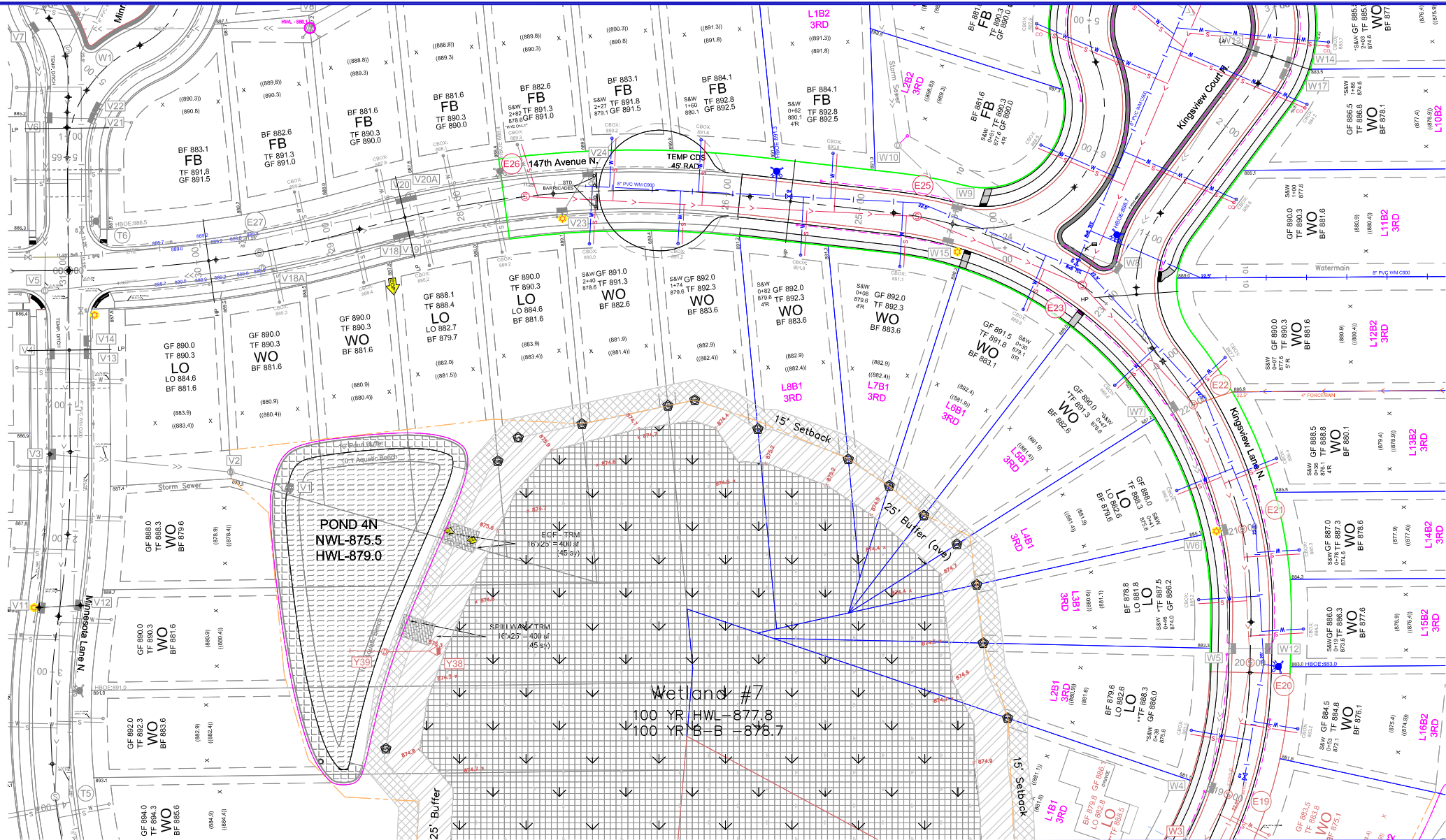
CITY PROJECT NO.

DAYTON,
MINNESOTA

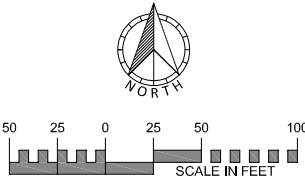
PEDESTRIAN RAMP DETAILS
RIVERWALK 3RD ADDITION
RGW DAYTON DEVELOPMENT, LLC

FILE NO.
3120-082-300

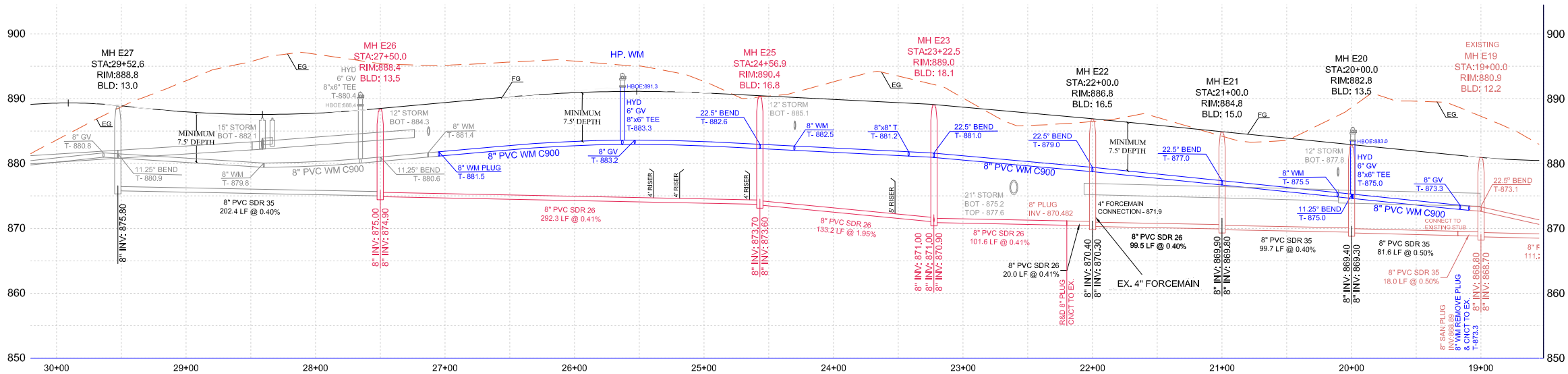
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21



LEGEND		
DESCRIPTION	PROPOSED	EXISTING
BUILDING SETBACK LINE	B'SBL	B'SBL
GARAGE SETBACK LINE	G'SBL	G'SBL
PARCEL BOUNDARY LINE	P.B.	P.B.
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
SANWM SERVICE		
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION WRIP-RAP		
STORM STRUCTURE LABEL	CB H3	CB H3
SANITARY STRUCTURE LABEL		
SANITARY SEWER MANHOLE		
WATERMAIN		
HYDRANT		
GATE VALVE		
DRAIN TILE / CLEANOUT		
PLASTIC CATCH BASIN		



147TH AVENUE NORTH / KINGVIEWLANE NORTH



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DRAWING NAME	NO.	BY	DATE	REVISION
RV 3RD ADD.	1			
DRAWN				
CHKD				
CHECKED				
RSM				
DATE				
07/19/24				

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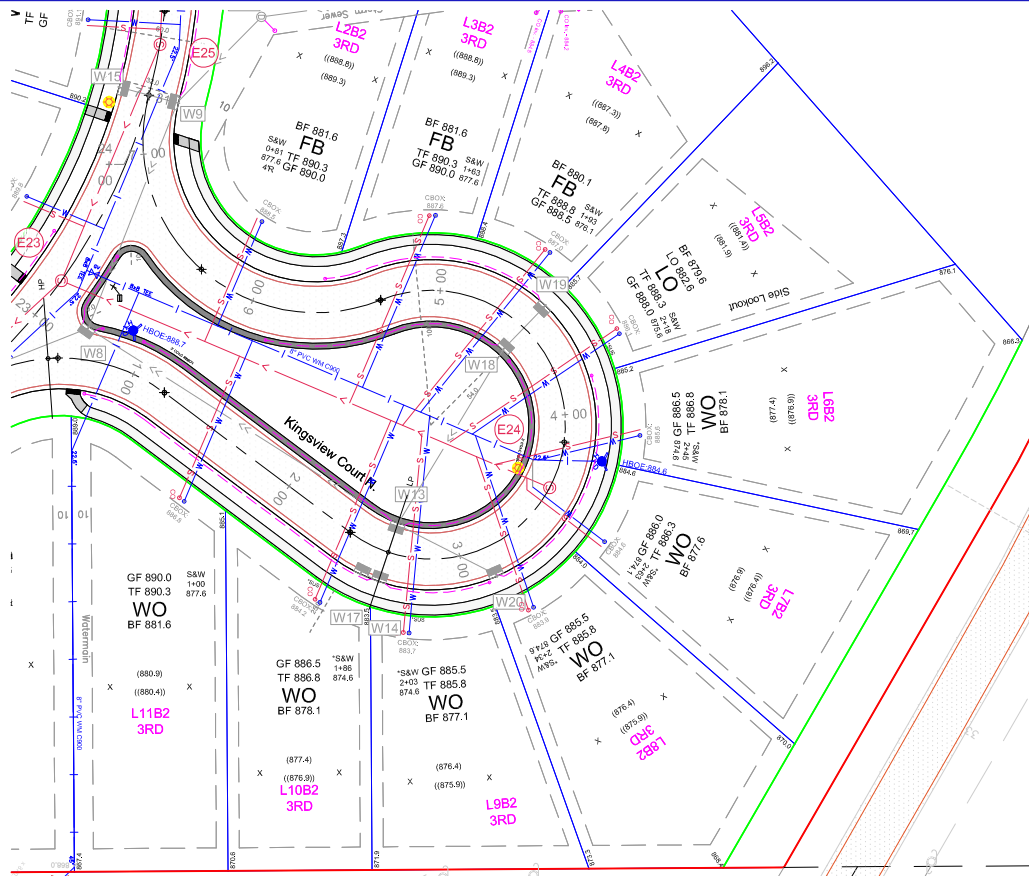
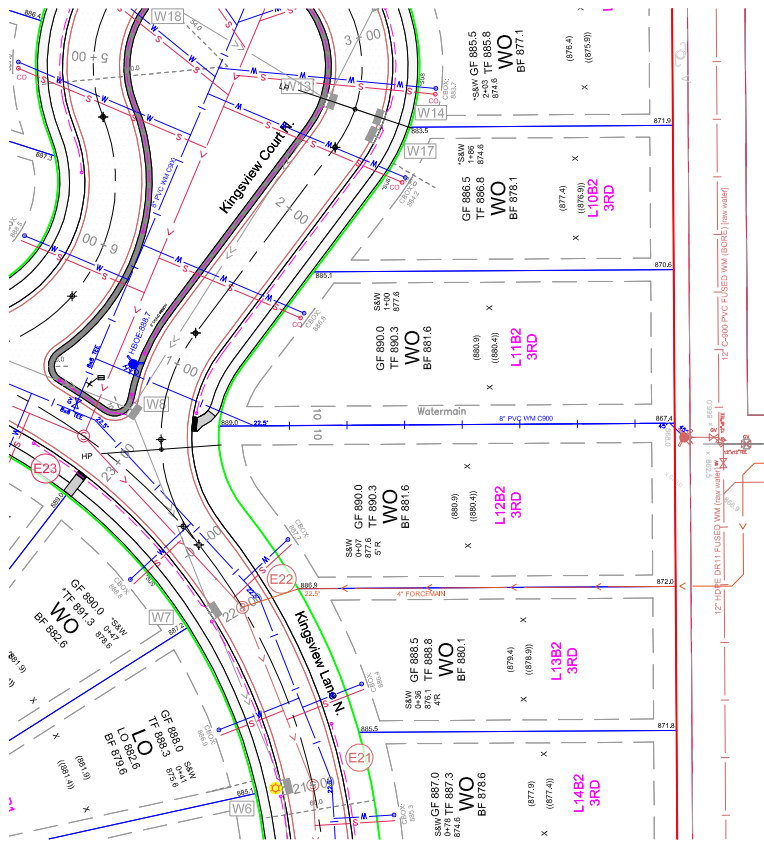


SATHRE-BERGQUIST, INC.
14000 25TH AVE N #120 PLYMOUTH, MN. 55447 (952) 476-6000

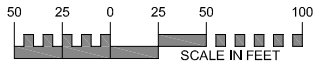
CITY PROJECT NO.
DAYTON,
MINNESOTA

FINAL SEWER & WATERMAIN PLAN
RIVERWALK 3RD ADDITION
RGW DAYTON DEVELOPMENT, LLC

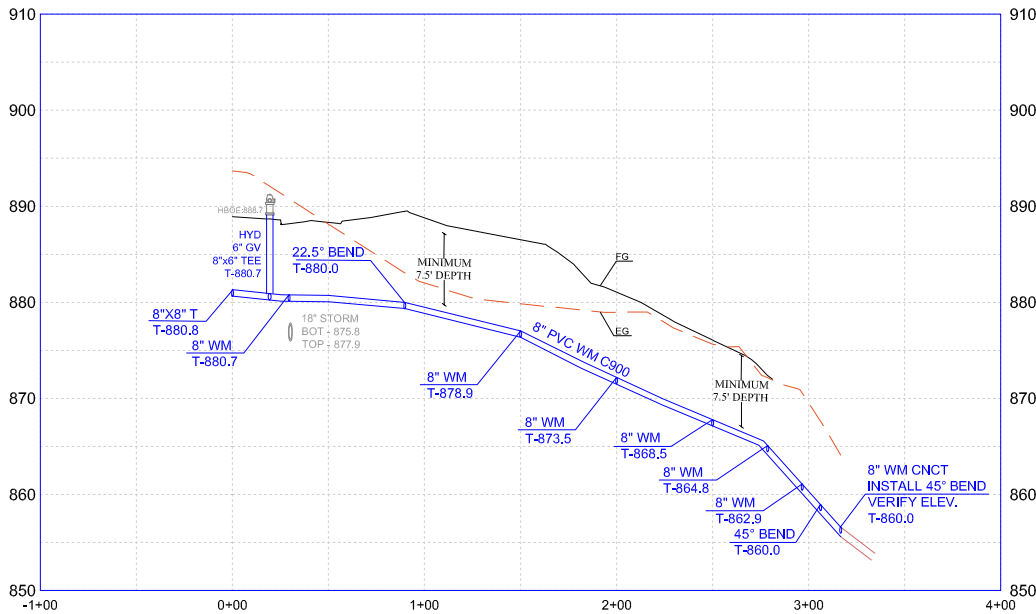
FILE NO.
3120-082-300
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21



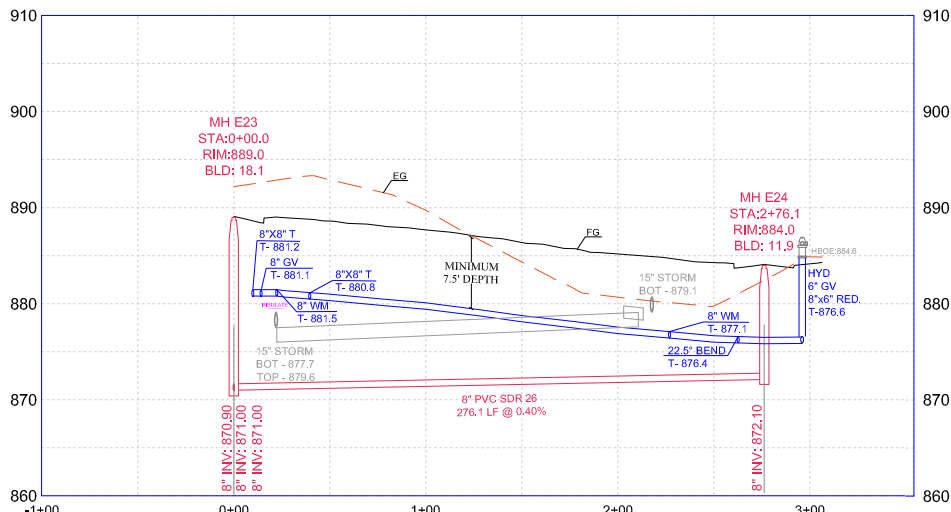
LEGEND		
DESCRIPTION	PROPOSED	EXISTING
BUILDING SETBACK LINE	BSBL	BSBL
GARAGE SETBACK LINE		CSBL
PARCEL BOUNDARY LINE		CSBL
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
SANWM SERVICE		
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION WRAP-RAP		
STORM STRUCTURE LABEL	CBH3	CBH3
SANITARY STRUCTURE LABEL		
SANITARY SEWER MANHOLE		
WATERMAIN		
HYDRANT		
GATE VALVE		
DRAIN TILE / CLEANOUT		
PLASTIC CATCHBASIN		



WATERMAIN CONNECTION BETWEEN KINGSVIEW COURT NORTH AND RAW WATERMAIN



KINGSVIEW COURT NORTH



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DATE				
07/19/24				

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

Robert S. Molstad
ROBERT S. MOLSTAD, P.E.
Date: 07-19-2024 Lic. No. 26428



SATHRE-BERGQUIST, INC.
14000 25TH AVE N #120 PLYMOUTH, MN. 55447 (952) 476-6000

CITY PROJECT NO.

**DAYTON,
MINNESOTA**

FINAL SEWER & WATERMAIN PLAN

RIVERWALK 3RD ADDITION

RGW DAYTON DEVELOPMENT, LLC

FILE NO.

3120-082-300

8

21

STORM SEWER POLLUTION PREVENTION PLAN (SWPPP)

RIVERWALK

The work described to implement the following Storm Water Pollution Prevention Plan (SWPPP) shall be performed by the contractor as appointed by the developer. The work to install, inspect, and maintain the Best Management Practices (BMPs) to prevent erosion and provide sediment control shall be in accordance with the MPCA, and shall include, but is not limited to, the requirements contained herein:

*Please see the current (2018) Construction General Permit for additional details & information

1. CONSTRUCTION ACTIVITY INFORMATION

This SWPPP was prepared by personnel certified in the design of construction SWPPPs. Copies of certifications are available upon request. (Sathre-Bergquist, Inc. - Eric Johnson - 952-476-6000)

Project Name: River Walk

Project Location:

Address : 14771 Dayton River Road

City : Dayton State: Minnesota Zip Code : 55327

County Parcel ID Number (PID): 0912022130001 & 0912022120004

Project Type: Residential Commercial/Industrial Road Construction

Residential/Road Construction Other

Cumulative Impervious Surface

Number of acres to be disturbed: 93.8 (tenths of an acre)

Pre-construction acres of impervious surface: 1.7 (tenths of an acre)

Post-construction acres of impervious surface: 33.0 (tenths of an acre)

Total new impervious surface acres: 33.0 (tenths of an acre)

Receiving Waters

Name of Water Body

Type

Special Water?

Impaired? Water?

Mississippi River

River

yes

yes

Dates of Construction

Construction Start Date: 10/01/2021

Estimated Completion Date: 11/30/2022

2. General Construction Project Information

Personnel & Training

Certified erosion control supervisor in good standing with who is knowledgeable & experienced in the application of erosion prevention & sediment control BMPs. (Doboszinski & Sons - Mike Joy - 612-282-9462)

Supervisor shall work with the project engineer/City of Dayton to oversee implementation of the SWPPP & the installation, inspection & maintenance of the erosion control BMPs.

Long term O&M of permanent stormwater treatment systems - (City of Dayton - Staff -)

Chain or Responsibility

Owner / Developer & Contractor are copermitees for the National Pollutant Discharge Elemination System (NPDES) Construction Permit. Contractor is responsible to comply with all aspects of hie NPDES Construction Permit at all times until the Notice of Termination (NOT) has been filed with the MPCA or transferred to home builder or another contractor. Contractor will develop a chain of command with all operators on the site to ensure that the SWPPP will be implemented & stay in effect until construction is complete, the site has final stabilization & NOT has been submitted to the MPCA

Describe the construction activity

This +/- 59.5 acre development will consist of the land development of 239 single family detached homes, amenity lot, city well site and 13,550 linear feet of streets. Other soil disturbing activities will include: home building, driveway construction, and lot landscaping. This project will be graded in 1 phase and constructed in 3+ phases , Grading to be completed Fall 2021, and 1st phase utilities completed in Fall 2021.

Soil disturbing activities will include: Demolition of the existing structures, installation of a rock entrance berm, clearing and grubbing, installation of utilities/minor utilities(including private utilities-gas,cable,electric, etc.), the installation of silt fence and tree fence prior to grading, the installation of silt fence around the proposed ponding areas after the grading is complete, grading, re-spreading topsoil, and grading restoration which will consist of seeding and mulching all disturbed areas outside of the street row. Erosion blanket will also be installed on all 3:1 slopes or greater. Additional erosion blanket may be used throughout the site. See the Erosion & Sediment Control Plan for specific locations.

3. SWPPP Amendments

The SWPPP must be amended as necessary to include additional requirements, such as additional or modified BMPs that are designed to correct problems identified or address situations whenever:

1. One of the individuals described in item 21.2.a or item 21.2.b or another qualified individual must complete all SWPPP changes. Changes involving the use of a less stringent BMP must include a justification describing how the replacement BMP is effective for the site characteristics. [Minn. R. 7090]

2. Permittees must amend the SWPPP to include additional or modified BMPs as necessary to correct problems identified or address situations whenever there is a change in design, construction, operation, maintenance, weather or seasonal conditions having a significant effect on the discharge of pollutants to surface waters or groundwater. [Minn. R. 7090]

3. Permittees must amend the SWPPP to include additional or modified BMPs as necessary to correct problems identified or address situations whenever inspections or investigations by the site owner or operator, USEPA or MPCA officials indicate the SWPPP is not effective in eliminating or significantly minimizing the discharge of pollutants to surface waters or groundwater or the discharges are causing water quality standard exceedances (e.g., nuisance conditions as defined in Minn. R. 7050.0210, subp. 2) or the SWPPP is not consistent with the objectives of a USEPA approved TMDL. [Minn. R. 7050.0210]

4. Erosion Prevention Practices

Describe types of erosion prevention BMPs expected to be implemented

Perimeter Control shall be established around the site & around the base of stockpiles if the stockpile will remain longer than 30 days. Perimeter control is typically established with silt fence which also delineates areas not to be disturbed. Silt Fence locations are shown on the Grading & Erosion Control plans. Where possible 50ft buffers shall be maintained around surface waters & wetland. Dual perimeter controls shall be installed if work is to take place within 50ft of surface waters & wetlands.

Erosion blanket will be installed on all 3:1 slopes.

During construction

a. Stabilization of all exposed areas must be initiated immediately to limit soil erosion but in no case later than seven (7) days after the construction activity in that portion of the site has temporarily or permanently ceased.

Once grading is complete, temporary erosion BMPs shall be installed immediately (ie. bio-rolls, erosion blanket, ditch checks, etc). No later than seven (7) days, the permanent stabilization should be in place.

b. Temporary sediment basin requirements described in 14.1 (Temporary Sediment Basins. [Minn. R. 7090]) must be used for common drainage locations that serve an area with five (10) or more acres disturbed at one time.

This project is being constructed in 3+ phases. The permanent dry sediment basins shall be constructed first and all on-site drainage shall be routed to the ponds. The site does not have any concentrated swales that will directly discharge off-site

List anticipated BMP Quantities

Silt Fence (Before Construction) - 27,055 LF

Silt Fence (After Construction) - 4,445 LF

Erosion Blanket - as needed SY

Permittees must stabilize temporary or permanent ditches or swales being uses as a sediment containment system during construction within 24 hours after their use as a sediment containment system ceases

Permittees must stabilize the normal wetted perimeter of the last 200 linear fee of temporary or permanent drainage ditches or swales that drain water from the site within 24 hours after connecting to a surface water or property edge.

Permittees must not use mulch, hydromulch, tackifier, polyacrylamide or similar erosion prevention practices within any portion of the normal wetted perimeter of a temporary or permanent drainage ditch or swale section with a continuous slope of greater than 2 percent

NOTE - Must provide temporary or permanent energy dissipation at all pipe outlets within 24 hours after connection to a surface water or permanent stormwater treatment system.

Methods of dissipating velocity along stormwater conveyance channels/ outlets

Rip-rap will be used at all flared-end structures

Check Dams - Installation of check dams or other grade control practice to ensure sheet flow and prevent rills (for slopes greater than 75 feet with a grade of 3:1 or steeper)

Methods to be used for stabilization of ditch and swale wetted perimeters

Bio-rolls shall be used for stabilization of ditches and swales as shown on the Erosion Control Plan.

Methods to be used for energy dissipation at pipe outlets

Rip-rap will be used at flared-end structures for energy dissipation. See plan for quantities.

Methods to be used to promote infiltration and sediment removal on the site prior to discharge

The water quality volume that must be treated by the project's permanent stormwater management system described in Section 15.1, shall be 1 inch of runoff from the new impervious surfaces created by the project. See section 15.1 for more information on infiltration design and appropriate site conditions. If it is determined that site conditions are not appropriate for infiltration (e.g. lack of 3 ft. of separation to seasonally saturated ground water, proximity to bedrock, contaminated soils) the reasons should be documented in the Stormwater Pollution Prevention Plan (SWPPP) for the project. Infiltration is not required in Hydrologic Soil Group D soils. Clay soils throughout the site resulted in volume reduction being achieved via filtration shelf's in three (3) of the onsite ponds.

Timelines to be implemented on site for completing the installation of the erosion prevention BMPs

Prior to Grading - Silt and tree fence to locate grading limits and provide down gradient sediment control. Rock Entrance Berm to be installed.

Grading - Erosion blanket will be utilized on all 3:1 slopes. Biorolls will be used in rear yard swales. MnDot seed mix #250 will be spread at a rate of 100 lbs./acre and fertilize with 20-0-10 at 100 lbs./acre. Only phosphorus free fertilizer shall be used.

Utility & Street Work - Inlet protection on all storm sewer catchbasins. Weekly street sweeping to prevent off-site vehicle tracking. However weekly sweeping may not be adequate. Sweeping is required 24 hours after discovery of track out.

Permanent BMPs - Rip-rap to provide provide energy dissipation and prevent erosion.

Additional Erosion Control Prevention Measures to be Implemented on Site

Erosion Blanket- This blanket will be installed as indicated on the erosion and sediment control plan. It will provide slope protection until the turf is established. For retaining wall construction the grading contractor will install Erosion blanket on the temporary 1:1 slopes until the wall construction can be completed.

Bio-rolls - Bio-rolls will be installed in swale areas to help slow runoff and minimize erosion.

Seeding Restoration - Temporary/Permanent Stabilization (Seeding and Mulching) - Temporary seeding and mulch must be placed on all disturbed soil within 14 days, unless actively being worked on. All disturbed areas will be restored with 4" to 6" of topsoil. The restoration shall begin within 72 hours of the grading completion. The seed mix shall be MNDot Mix No. 250 applied at a rate of 100 lbs/acre and fertilized with 20-0-10 at a rate of 100 lbs. per acre. The mulch shall be Type 1 and applied at a rate of 2 tons per acre, disc anchored (with disc blades set nearly straight) immediately after placement.

Sodding - Two types of sodding will be done with this project. The first will be for erosion control protection for the streets, after the installation of the curb and the minor utilities the contractor will install two rows of sod behind the curb for a temporary erosion protection. The second type of sod will be for the yards once the house construction is complete.

5. Temporary Sediment Control Practices

Methods of sediment control BMPs to be implemented on site

Sediment controls for temporary or permanent drainage ditches and sediment basins that are designed as part of a treatment system

Installation of check dams or other grade control practice to ensure sheet flow and prevent rills (for slope lengths greater than 75 feet with a grade of 3:1 or steeper).

Sediment control practices on all down gradient perimeters prior to land disturbing activities.

Storm drain inlet protection for all inlets.

Silt fencing or other sediment control surrounding temporary soil stockpiles.

Minimize vehicle tracking of sediments (e.g., stone pads, concrete or steel wash racks, or equivalent systems).

Street sweeping of tracked sediment

Methods to be used for down gradient perimeter control

Silt Fences- are designed as a temporary sediment barrier consisting of a filter fabric attached to support posts. This site has three applications for silt fence. These applications are as follow: 1. the installation of silt fence along the grading limits to protect the wetlands from sediment during the grading and utility construction process, 2. the installation of silt fence around the created ponds and rain gardens after construction to control the sediment runoff until the turf is established and the development is completed, 3. the installation of silt fence surrounding temporary stockpiles.

If down gradient BMPs are overloaded (based on frequent failure or excessive maintenance), additional up gradient BMPs shall be installed to eliminate the overloading. The inspector or contractor shall notify the design engineer to establish appropriate up gradient BMP's or eliminate any point load sources.

Methods to be used to contain Stockpiles

Silt fence- will be used to provide perimeter control around stockpiles.

Methods to be sued for storm drain inlet protection

Storm Drain Inlet Protection - Storm drain inlet protection is a sediment barrier placed around a storm sewer inlet. This structure traps sediment before it enters the storm sewer system. The utility contractor will be required to install inlet protection per the City's details.

Outlet Structures and Outlet Protection - There are wetlands located within & adjacent to this project, as a result outlet structures are proposed to transfer water from the storm water treatment pond to the wetland after treatment. These structures will serve to provide skimming and rate control. Rip-rap will be placed at the base of all aprons to provide erosion protection by protecting the downstream soils from turbulence and high discharge velocities.

Methods to minimize vehicle tracking at construction exits and street sweeping activities

Temporary Rock Construction Entrance - A rock entrance berm is constructed of coarse clean rock installed at the proposed entrance point for all construction vehicles. A detail of the rock entrance berm is shown on the final grading plan. This stone pad provides a tire cleaning mechanism for all vehicles leaving the site. There is one entrance for this project. Please see the Erosion & Sediment Control Plan for location of rock entrance berm.

Street Sweeping - Weekly street sweeping shall be taken place. However weekly sweeping may not be adequate. Sweeping is required 24 hours after discovery of track out.

Methods to be used to minimize soil compaction and preserve top soil (unless infeasible) on site

Topsoil will be stripped and stockpiled. Grading operations will be performed and held down 0.5' to allow for topsoil respread.

Measures to be used if Dewatering is required on site

Dewatering shall be routed to the sedimentation ponds for treatment before leaving site. See Erosion Control Plan for direction on Dewatering methods

Home building BMPs

Single family lots within the overall site will be disturbed on a lot by lot basis as lots are sold & homes are constructed. Home construction shall disturb previously stabilized areas. Typically entire lots will be disturbed as finish grading is completed. Areas not to be disturbed are typically designated by the use of silt fence. Topsoil shall be preserved by stockpiling with sediment control installed around the perimeter of the stockpile. Individual lots under construction shall also install vehicle tracking measures such as rock entrance berm or other tracking control BMP to maintain clean streets. Home builders shall be responsible for erosion & sediment control Installation, maintenance, SWPPP Inspection and record keeping for lots under their construction.

*NOTE - Stockpiles to be located outside of natural buffers or surface waters, including stormwater conveyances such as curb and gutter systems unless there is a bypass in place for the stormwater.

Home Construction BMP Phasing

Protect lot area through use of one or a combination of the following: silt fence, mulch, bio-rolls, rock entrance berm, sod buffers or other approved method. In areas within 50ft of surface waters redundant controls shall be installed if a 50ft buffer can not be maintained. install drainage protection on down gradient inlets. Establish staging / material storage area & Install temporary sanitary Facilities& supply dumpsters Prevent & manage spills of stored substances Install Rock entrance berm, maintain clean streets Home Construction Manage & protect stockpiles maintain rock entrance berm & perimeter controls trench, install & connect utilities Continue vertical construction Keep streets clean at all times & maintain inlet protection Fine grad pads, Upon completion of fine grade pads & home construction soils disturbing activities, each lot shall be stabilized with sod, seed, mulch, hydromulch, hydroseed, straw matting or combination there of. Monitor stabilized areas until final stabilization is achieved Maintain clean streets Perimeter & temporary erosion & sediment controls are to remain in place until all up gradient areas have been permanently stabilized. Post Construction Remove silt fence after once final vegetation stabilization is established Remove inlet protection Remove all construction materials & debris from site clean all drainage structures Remove all temporary erosion & sediment control BMPs & stabilize areas left disturbed. File NOT for individual lot

6. Permanent Stormwater Management System

Will the project result in one acre or more of new impervious area? - YES

If Yes,

Where a project's ultimate development replaces vegetation and/or other pervious surfaces with one (1) or more acres of cumulative impervious surface, the Permittee(s) must design the project so that the water quality volume of one (1) inch of runoff from the new impervious surfaces created by the project is retained on site (i.e. infiltration or other volume reduction practices) and not discharged to a surface water. For purposes of this part, surface waters does not include manmade drainage systems that convey stormwater to a compliant permanent stormwater management system.

A copy of the Stormwaer Management Report is available through the owner or engineer upon request.

Soil data and water level map is included in the Stormwater Management Report.

EXISTING UTILITIES SHOWN ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ANY AND ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES ARISING OUT OF HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL EXISTING UTILITIES.

DRAWING NAME

NO.

BY

DATE

REVISIONS

FINAL GP

01

MJV

11/08/21

CITY COMMENTS

DRAWN BY

02

MJV

01/12/22

CITY COMMENTS

ERJ

CHECKED BY

RSM

DATE

10/01/21

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Robert S. Molstad

ROBERT S. MOLSTAD, P.E.

Date: 10/01/21

Lic. No. 26728

ENGINEERS

SURVEYORS

DESIGNERS

PLANNERS

SATHRE-BERGQUIST, INC.

150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO.

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DAYTON, MINNESOTA

SWPPP RIVERWALK

RGW DAYTON DEVELOPMENT, LLC.

FILE NO.

3120-082

SWPPP

122

SWPPP

Appendix A

RIVERWALK 3120-082

STORM SEWER POLLUTION PREVENTION PLAN (SWPPP)
RIVERWALK

7. Inspection and Maintenance Activities

Identify individual responsible for installing, supervising, repairing, inspecting, and maintaining erosion prevention and sediment control BMPs on site

The owner, **RGW DAYTON DEVELOPMENT, LLC**, will be responsible for the operation and maintenance of the erosion and sediment control BMPs. He will select individuals who will be responsible for the inspections, maintenance, and repair activities, and for filling out the inspection and maintenance reports. **(Doboszewski & Sons - Mike Joy - 612-282-9462)**
The City of Dayton will operate and maintain the stormwater ponds.
The owner shall keep the SWPPP and all supporting documents for three years after the Notice of Termination (NOT). These documents include, but aren't limited to, the SWPPP Narrative, any amendments, inspection and maintenance records, any stormwater related permits, any permanent operation and maintenance agreements, and calculations for temporary and permanent stormwater management systems.

Procedures to routinely inspect thg construction site, including:

- Description of record-keeping requirements and content
A maintenance/inspection report will be made after each inspection. A copy of the report will be sent to the City.
 - Date/Time of inspections
 - Name of person conducting inspections
 - Findings of inspections, including locations where corrective actions are needed
 - Corrective actions taken
 - Date and amount of rainfall events greater than $\frac{1}{2}$ inch (0.5 inches) in 24 hours. Rainfall amounts must be obtained by a properly maintained rain gauge installed onsite, a weather station that is within 1 mile of your location or a weather reporting system that provides site specific rainfall data from the radar summaries.
 - If any discharge is observed to be occurring during the inspection, a record of all points of the property from which there is a discharge must be made, and the discharge should be described (i.e., color, odor, floating, settled, or suspended solids, foam, oil sheen, and other obvious indicators of pollutants) and photographed.
 - Any amendments to the SWPPP proposed as a result of the inspection must be documented as required in Section 6.1. within seven (7) calendar days.
- Frequency of Inspections
Once every seven (7) days during active construction and;
Within 24 hours after a rainfall event greater than 0.5 inches in 24 hours, and within seven(7) days after that
- Areas to be Inspected
 - The silt fence will be installed prior to any site grading.
 - Only about one half of the site will be exposed at any given time. The grading contractor will be finishing lots as the cuts and fills are achieved in accordance with the approved grading plan.
 - All erosion control measures will be inspected every week and following any storm event greater than 0.5" in a 24 hour period.
 - All erosion control measures will be maintained in good working order, maintenance and repairs will be initiated within a 24 hour period of the report. Monitoring of all repairs will be done.
 - Built up sediment will be removed from all silt fence when it has reached one-half of the fence height.
 - Silt fence will be inspected for depth of sediment, tears, and to see if the fabric is securely attached to the fence posts, and to see if the fence posts are firmly in the ground.
 - The pond and Infiltration/filtration area will be monitored for depth of sediment, and the build up of sediment will be removed at the end of the project, if necessary.
 - The embankment around the ponds and infiltration/filtration areas will be inspected for any breaches or erosion scars, over compaction and any repairs needed, will be promptly made.
 - The seeding and mulching will be inspected for any bare spots, washouts, and for healthy growth.
- Additional Inspection notes
 - Temporary and permanent sedimentation basins must be drained and the sediment removed when the depth of sediment collected in the basin reaches one-half (1/2) the storage volume. Drainage and removal must be completed within 72 hours of discovery, or as soon as field conditions allow access.
 - Surface waters, including drainage ditches and conveyance systems, must be inspected for evidence of erosion and sediment deposition during each inspection. The Permittee(s) must remove all deltas and sediment deposited in surface waters, including drainage ways, catch basins, and other drainage systems, and restabilize the areas where sediment removal results in exposed soil. The removal and stabilization must take place within seven (7) days of discovery unless precluded by legal, regulatory, or physical access constraints. The Permittee(s) shall use all reasonable efforts to obtain access. If precluded, removal and stabilization must take place within seven (7) calendar days of obtaining access. The Permittee(s) is/are responsible for contacting all local, regional, state and federal authorities and receiving any applicable permits, prior to conducting any work in surface waters.
 - Construction site vehicle exit locations must be inspected for evidence of off-site sediment tracking onto paved surfaces. Tracked sediment must be removed from all paved surfaces both on and off site within 24 hours of discovery, or if applicable, within a shorter time to comply with section 11.1.

If site conditions result in a needed erosion or sediment control BMP that is not planned for, the inspector or contractor shall contact the design engineer at Sathre-Bergquist Inc. (952.476.6000) to determine an appropriate plan and BMP to stabilize the affected area.

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DRAWING NAME	NO.	BY	DATE	REVISIONS
FINAL GP	01	MJV	11/08/21	CITY COMMENTS
DRAWN BY	02	MJV	01/12/22	CITY COMMENTS
ERJ				
CHECKED BY				
RSM				
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ENGINEERS
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PLANNERS

SATHRE-BERGQUIST, INC.
150 SOUTH BROADWAY WAYZATA, MN, 55391 (952) 476-6000

CITY PROJECT NO.	SWPPP RIVERWALK RGW DAYTON DEVELOPMENT, LLC.	FILE NO. 3120-082 SWPPP SWPPP
DAYTON, MINNESOTA	123	

8. Pollution Prevention Management Measures

Practices for storage of pesticides, herbicides, insecticides, fertilizers, treatment chemical, and landscape materials

- Petroleum Products:** All onsite vehicles and equipment will be monitored for leaks and receive regular preventative maintenance to reduce the chance of leakage. Petroleum products will be stored in a tightly sealed container, which is clearly labeled. Any asphalt substances used onsite will be applied according to the manufacturer's recommendations.
- Fertilizers:** Fertilizers will be applied only in the minimum amounts as recommended by the manufacturer. Once applied, the fertilizer will be worked into the soil to limit the exposure to stormwater.
- Paints:** All containers will be tightly sealed and stored when not required for use. Excess paint will not be discharged into the storm sewer system, but will be properly disposed of in accordance with local regulations.

Practices for storage and disposal of hazardous materials or toxic waste

- All hazardous materials like oil, gasoline and paint must be properly stored. To prevent spills and leaks, secondary containment is necessary for hazardous materials.
- A leak proof containment facility shall be used for fuel storage tanks to prevent any leakage from infiltrating the ground.
- An effort will be made to store only enough products to do the required job.
- All materials stored on site will be stored in a neat and orderly manner.
- All products will be kept in their original container, with the original labels still attached, unless they are not re-sealable.
- Substances will not be mixed with one another unless recommended by the manufacturer.
- Whenever possible all of a product will be used up before disposing of a container.
- Manufacturers' recommendations for proper disposal will be followed.

The site superintendent will routinely inspect the site to ensure proper disposal of all on site materials

Collection, storage and disposal of solid waste in compliance with Minn. R. ch. 7035

- Solid Waste - All trash and construction debris from the site will be collected and deposited in a dumpster. A dumpster will be required for each new home constructed. The dumpsters shall be emptied as necessary. No construction materials shall be buried on site. All solid waste must be disposed of in accordance with the MPCA disposal requirements (Section 12.1)

Management of portable toilets to prevent tipping and disposal of sanitary wastes in accordance with Minn. R. ch. 7040:

- Portable on-site sanitary and septic waste shall adequately be provided and maintained throughout the duration of the project.
- All sanitary sewer waste will be collected from the portable units as required by local regulations.

Spill prevention and response for fueling and equipment or vehicle maintenance:

- Spill Control Practices -
 - All spills will be cleaned up immediately after discovery, in accordance with the manufacturer's recommended methods.
 - The spill area will be kept well ventilated.
 - Spills of toxic or hazardous materials must be reported to the Minnesota Duty Officer 1-800-422-0798.
 - A log of the spill type, location, date, and time will be created by the job superintendent. The spill prevention plan will be adjusted to include measures to prevent this type of spill from reoccurring.

Containment and disposal of vehicle and equipment wash water and prohibiting engine degreasing on the site:

- A defined and limited area of the site shall be used for external washing of construction vehicles. Washing runoff shall be contained and disposed of in accordance with MPCA. No engine degreasing allowed on-site.

Storage and disposal of concrete and other washout wastes so that wastes do not contact the ground:

- A leak proof containment facility shall be used for all liquid and solid wastes generated by concrete washout operations. Liquid and solid wastes shall not come in contact with the ground and must be disposed of in accordance with the MPCA.

9. Final Stabilization

Method of Final Stabilization

- Upon final grading of any given portion of the site, final stabilization must be implemented within **7** days of completion.
 - Stabilization of all exposed areas must be initiated immediately to limit soil erosion but in no case later than seven (7) days after the construction activity in that portion of the site has temporarily or permanently ceased.
 - Once grading is complete, temporary erosion BMPs shall be installed immediately (i.e. bio-rolls, erosion blanket, ditch checks, etc). No later than seven (7) days, the permanent stabilization should be in place.
 - Temporary sediment basin requirements described in section 14 must be used for common drainage locations that serve an area with five (5) or more acres disturbed at one time.
- This project is being constructed in **3+** phases. The permanent dry sediment basins shall be constructed first and all on-site drainage shall be routed to the ponds. The site does not have any concentrated swales that will directly discharge off-site

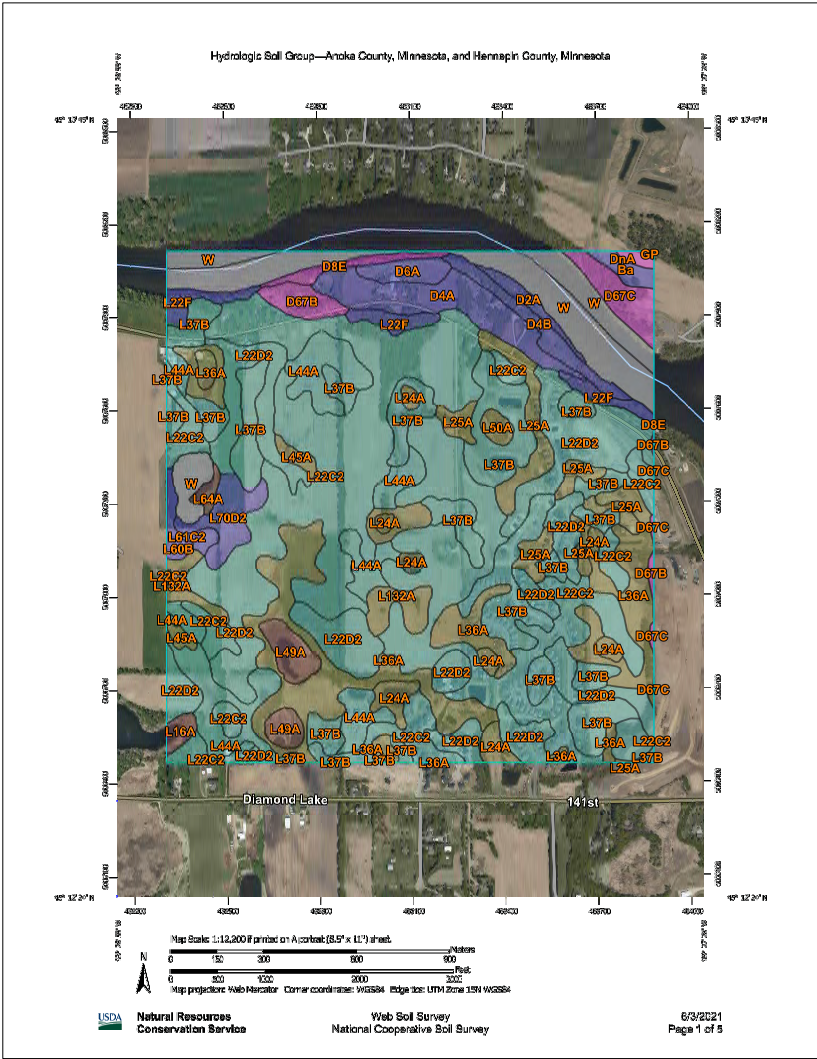
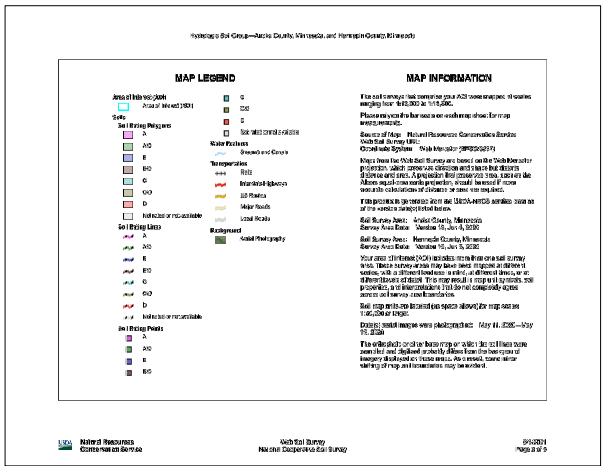
Procedures for completing final stabilization:

- Final stabilization includes but is not limited to: seed & mulch as described above, Erosion blanket, bio-rolls, sod, and after grading silt fence. All perimeter and down gradient silt fence shall be inspected and repaired as necessary.

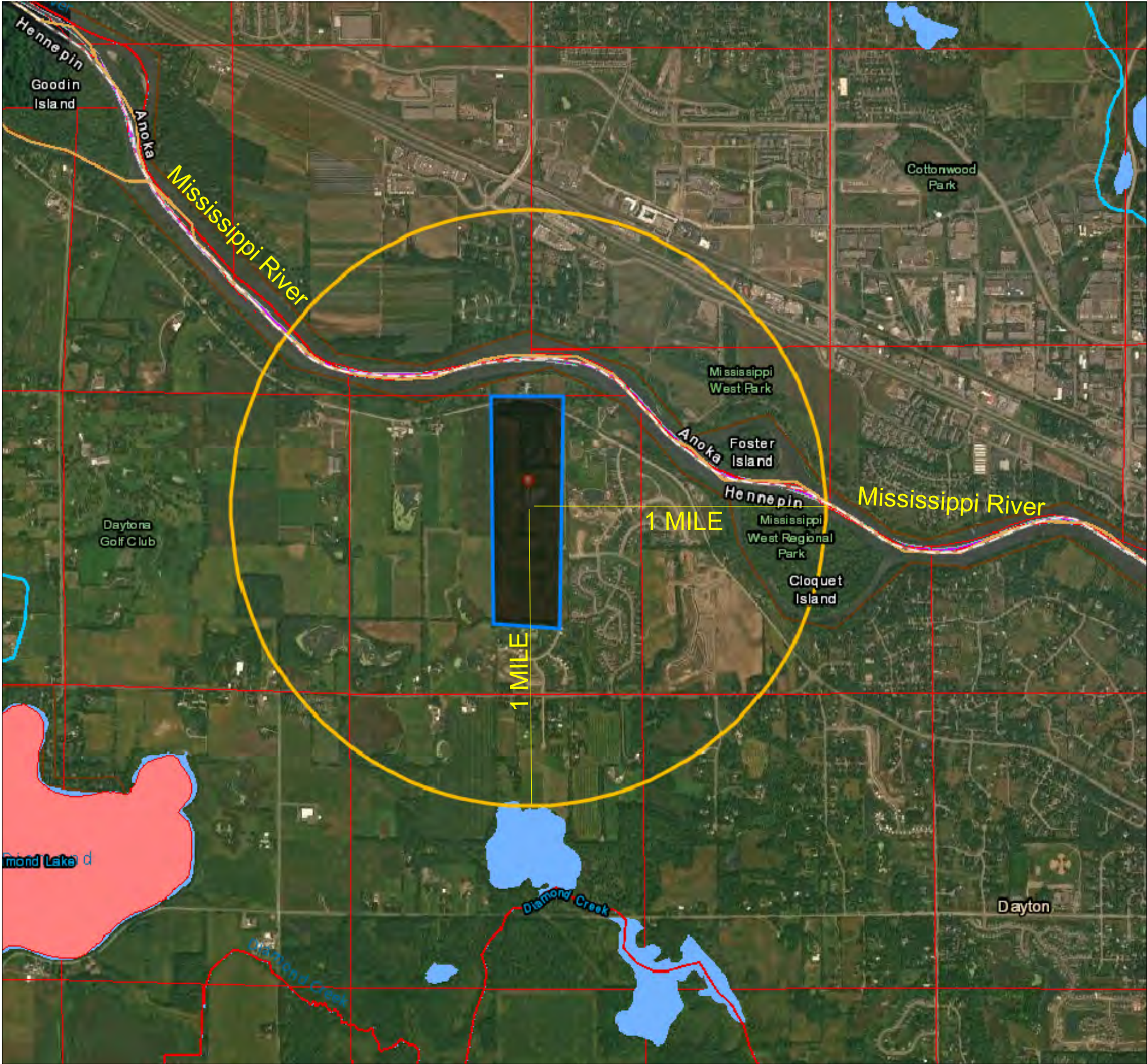
Additional Final Stabilization Notes

Final Stabilization is not complete until all requirements of 8.1 are complete:

- All soil disturbing activities at the site have been completed and all soils are **stabilized** by a uniform perennial vegetative cover with a density of 70 percent of its expected final growth density over the entire pervious surface area, or other equivalent means necessary to prevent soil failure under erosive conditions.
- The permanent **stormwater** management system is constructed, meets all requirements in Section 15.1 and is operating as designed. Temporary or permanent sedimentation basins that are to be used as permanent water quality management basins have been cleaned of any accumulated sediment. All sediment has been removed from conveyance systems and ditches are **stabilized** with **permanent cover**.
- All temporary synthetic and structural **erosion prevention** and **sediment control BMPs** (such as silt fence) have been removed on the portions of the site for which the **Permittee(s)** is/are responsible. **BMPs** designed to decompose on site (such as some compost logs) may be left in place.
- For residential construction only, individual lots are considered finally **stabilized** if the structure(s) are finished and **temporary erosion protection** and downgradient perimeter control has been completed and the residence has been sold to the homeowner. Additionally, the **Permittee** has distributed the MPCA's "**Homeowner Fact Sheet**" to the homeowner to inform the homeowner of the need for, and benefits of, **permanent cover**.



Appendix A



EXISTING UTILITIES SHOWN ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ANY AND ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES ARISING OUT OF HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL EXISTING UTILITIES.

DRAWING NAME	NO.	BY	DATE	REVISIONS
FINAL GP	01	MJV	11/08/21	CITY COMMENTS
DRAWN BY	02	MJV	01/12/22	CITY COMMENTS
ERJ				
CHECKED BY				
RSM				
DATE				
10/01/21				

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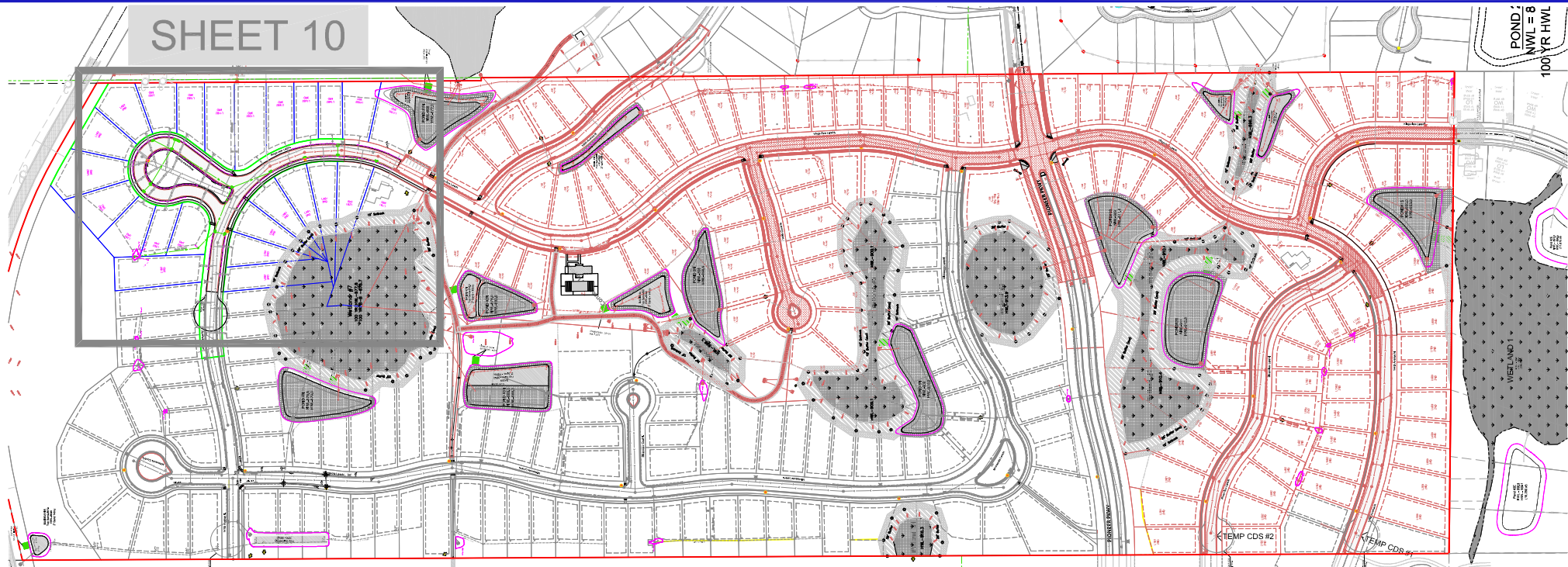
Robert S. Molstad
ROBERT S. MOLSTAD, P.E.
Date: 10/01/21 Lic. No. 26728

ENGINEERS
SURVEYORS
DESIGNERS
PLANNERS

SATHRE-BERGQUIST, INC.
150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

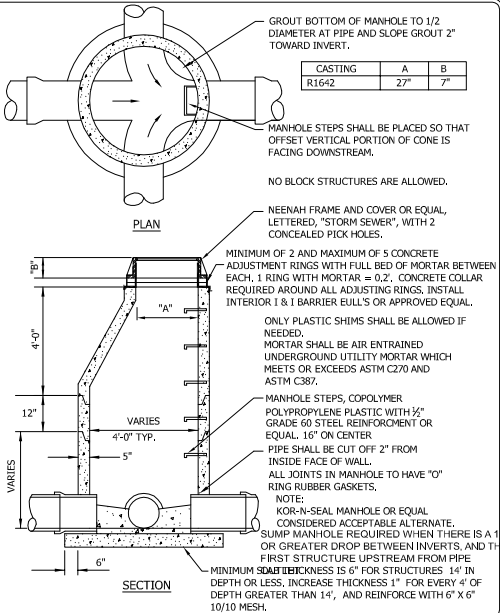
CITY PROJECT NO.	SWPPP RIVERWALK	FILE NO.
DAYTON, MINNESOTA	RGW DAYTON DEVELOPMENT, LLC.	3120-082
		SWPPP
		SWPPP

Appendix A



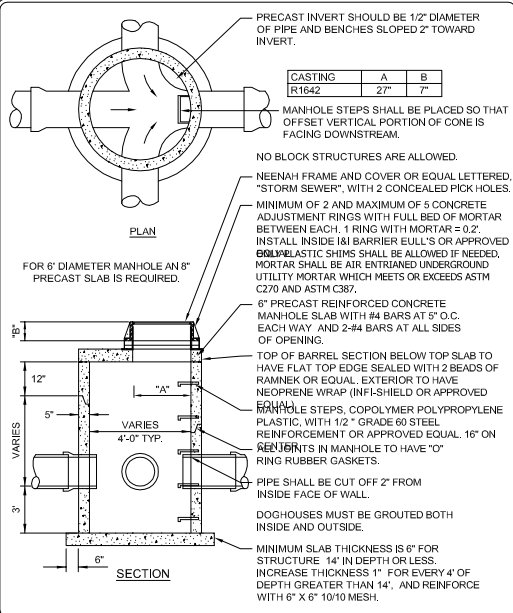
LEGEND		
DESCRIPTION	PROPOSED	EXISTING
BUILDING SETBACK LINE	BSBL	BSBL
GARAGE SETBACK LINE	GSBL	GSBL
PARCEL BOUNDARY LINE		
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
SAN/WM SERVICE		
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION WRAP-RAP		
STORM STRUCTURE LABEL	CB H3	CB H3
SANITARY STRUCTURE LABEL		
SANITARY SEWER MANHOLE		
WATERMAIN		
HYDRANT		
GATE VALVE		
DRAIN TILE / CLEANOUT		
PLASTIC CATCHBASIN		

- NOTES
- 4" DRAIN TILE SHALL BE INSTALLED AT THE LOWPOINT CATCH BASINS 250' MIN. (STD) IN EACH DIRECTION & 125' IN THE UPHILL DIRECTION FOR ON SLOPE CATCH BASINS. SEE DETAIL PLATE STO-13A.
 - 6" PERFORATED REAR YARD DRAIN TILE WWWRAP SHALL BE INSTALLED THROUGH THE INFILTRATION/FILTRATION AREAS AS SHOWN ON THE PLANS.
 - TRASH GUARDS SHALL BE PLACED ON ALL FLARED END SECTIONS.
 - TIE ALL PIPE JOINTS BETWEEN STORM SEWER APRONS AND UPSTREAM STRUCTURE.
 - WMCO'S OR APPROVED EQUAL TO BE INSTALLED AT ALL STORM INLETS.
 - GRANULAR MATERIAL SHALL BE PLACED UNDER STORM SEWER PIPE OR STRUCTURES THAT ARE LESS THAN 48" BELOW FINISHED GRADE AND EXTEND TO AT LEAST 48" BELOW FINISHED GRADE.
 - RIP-RAP FOR STORM SEWER SHALL BE CONSTRUCTED USING GRANITE ROCK, 1" DIAMETER OR LARGER AND SHALL BE HAND PLACED.
 - ALL ADJUSTING RINGS TO BE CONCRETE.
 - ALL EXISTING STORM SEWER PIPES NOT BEING REMOVED MUST FUNCTION AFTER ROADWORK HAS BEEN COMPLETED.
 - IF ACTUAL DRIVEWAY LOCATIONS CONFLICT WITH CB LOCATIONS, CB'S SHALL BE REPLACED BY DEVELOPER WITH A MOUNTABLE CASTING AS APPROVED BY THE CITY.



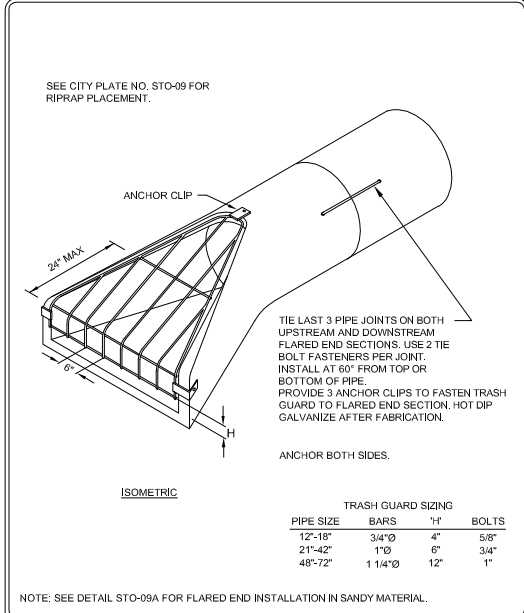
STORM SEWER MANHOLE

LAST REVISION:
JAN
2023
PLATE NO.
STO-01



STORM SEWER MANHOLE WITH REINFORCED TOP SLAB & SUMP

LAST REVISION:
JAN
2023
PLATE NO.
STO-02



FLARED END SECTION AND TRASH GUARD

LAST REVISION:
JAN
2023
PLATE NO.
STO-08

STRUCTURE TABLE						
STRUCTURE	TYPE	DIAMETER	RIM	BUILD	INV	CASTING
W4	CBMH	48.0	880.3	6.9'	873.4	R-3067V
W5	CBMH	48.0	882.5	11.6'	870.9	R-3067V
W6	CBMH	48.0	884.3	9.6'	874.7	R-3067V
W7	CBMH	48.0	886.3	11.1'	875.2	R-3067V
W8	CBMH	48.0	888.3	12.6'	875.7	R-3067V
W9	CBMH	48.0	889.6	11.3'	878.3	R-3067V
W10	CBMH	48.0	890.0	8.4'	881.6	R-4342
W11	CB	27.0	886.0	3.3'	882.7	R-4342
W12	CB	2'x3'	882.6	4.2'	878.4	R-3067V
W13	CBMH	48.0	882.9	5.3'	877.6	R-3067B
W14	CBMH	72.0	882.9	4.6'	878.3	R-3067B
W15	CB	2'x3'	889.6	4.0'	885.6	R-3067V
W17	CB	2'x3'	882.8	4.3'	878.5	R-3067V
W18	CBMH	48.0	885.2	5.0'	880.2	R-3067V
W19	CB	2'x3'	885.0	4.0'	881.0	R-3067V
W20	CB	2'x3'	882.8	4.0'	878.8	R-3067V

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DRAWING NAME	NO.	BY	DATE	REVISION
RW 3RD ADD.	1			
DRAWN				
REV				
CHECKED				
RSM				
DATE				
07/19/24				

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Robert S. Molstad
ROBERT S. MOLSTAD, P.E.
Date: 07-19-2024 Lic. No. 26428

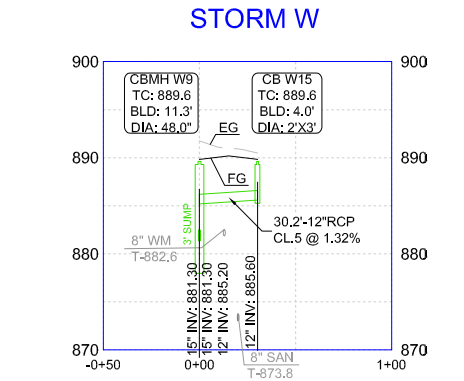
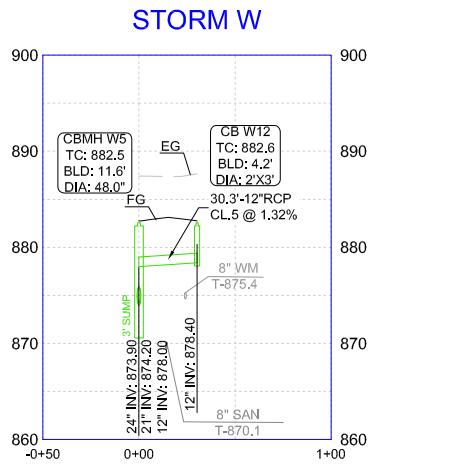
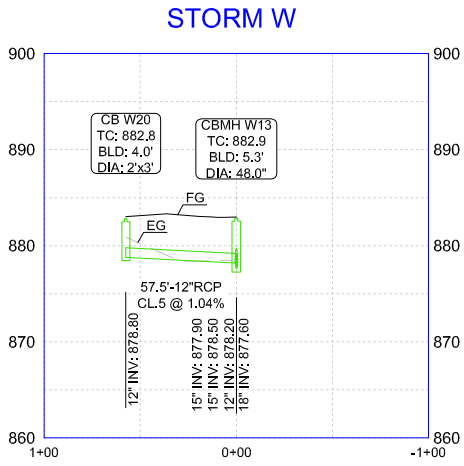
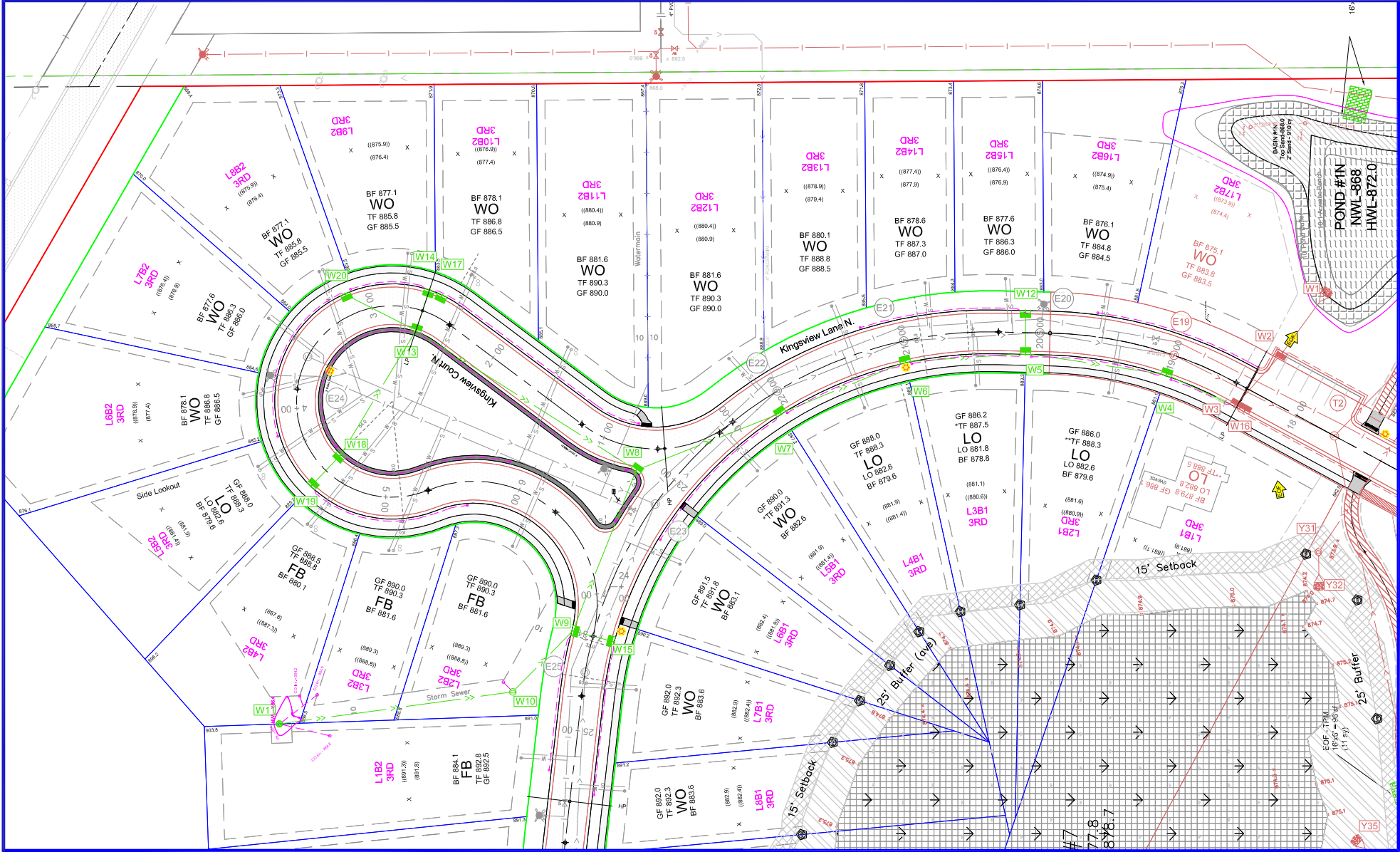


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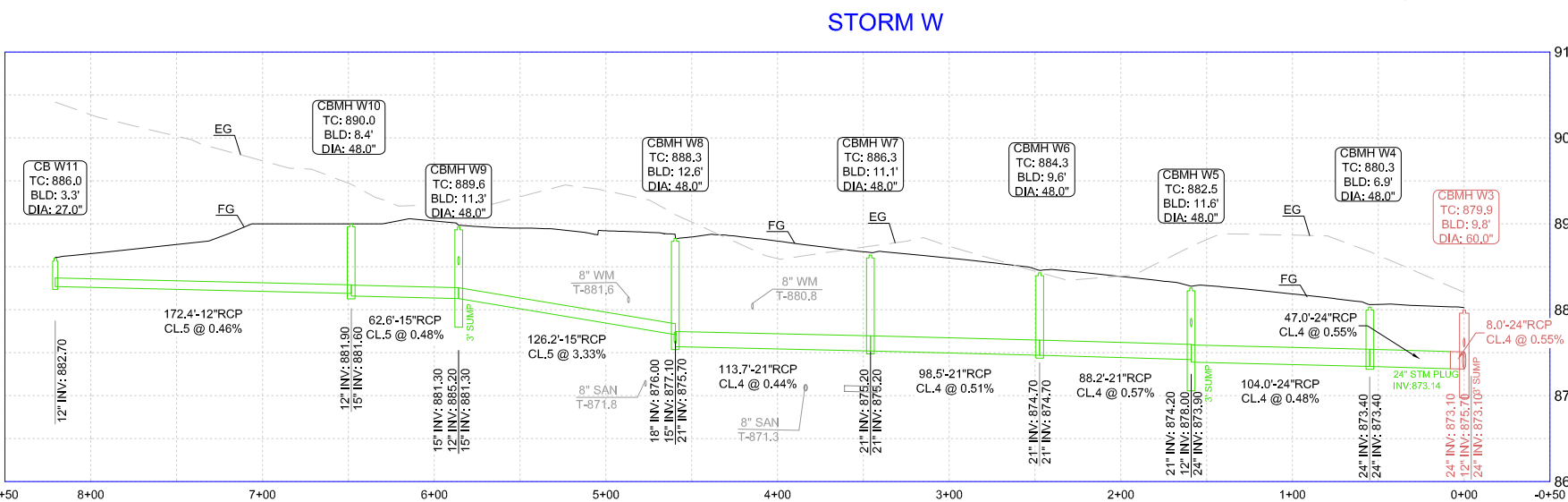
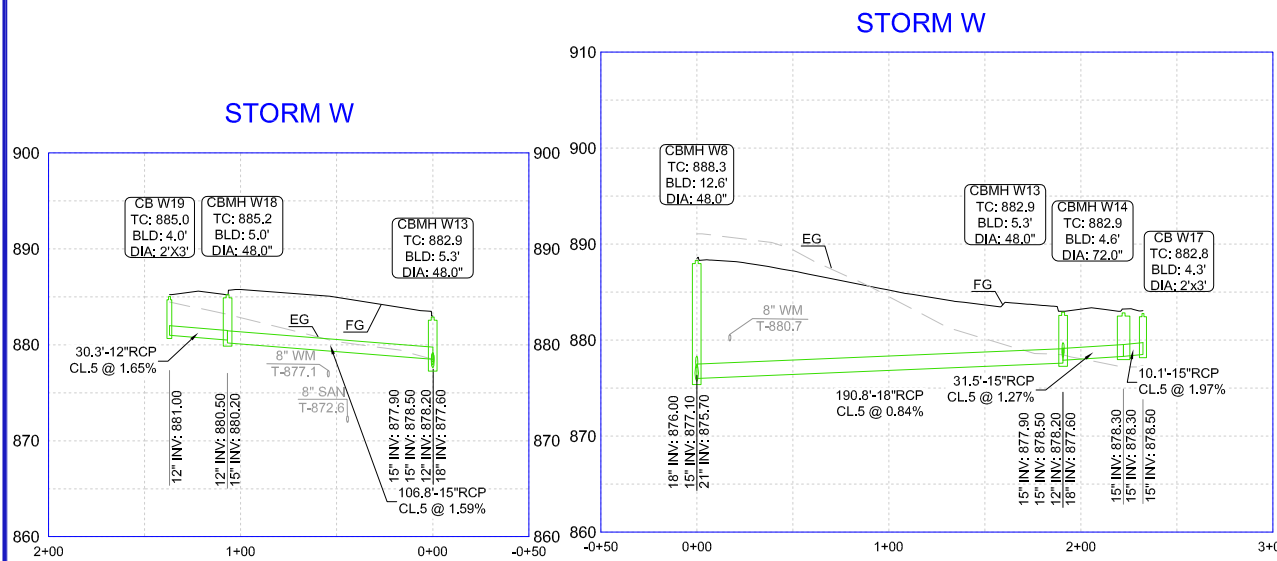
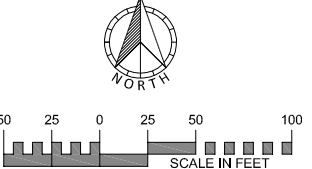
CITY PROJECT NO.
--
DAYTON,
MINNESOTA

FINAL STORM SEWER PLAN
RIVERWALK 3RD ADDITION
RGW DAYTON DEVELOPMENT, LLC

FILE NO.
3120-082-300
9
21



LEGEND		
DESCRIPTION	PROPOSED	EXISTING
BUILDING SETBACK LINE	BSBL	BSBL
GARAGE SETBACK LINE	GSBL	GSBL
PARCEL BOUNDARY LINE	PB	PB
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
SANWV SERVICE		
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION WRAP-RAP		
STORM STRUCTURE LABEL	CB 13	CB 13
SANITARY STRUCTURE LABEL		
SANITARY SEWER MANHOLE		
WATERMAIN		
HYDRANT		
GATE VALVE		
DRAIN TILE / CLEANOUT		
PLASTIC CATCH BASIN		



DRAWING NAME	NO.	BY	DATE	REVISION
RW 3RD ADD.	1			
DRAWN				
CHKD				
DATE				
07/19/24				

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ROBERT S. MOLSTAD, P.E.
Date: 07-19-2024 Lic. No. 26428



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CITY PROJECT NO.

DAYTON, MINNESOTA

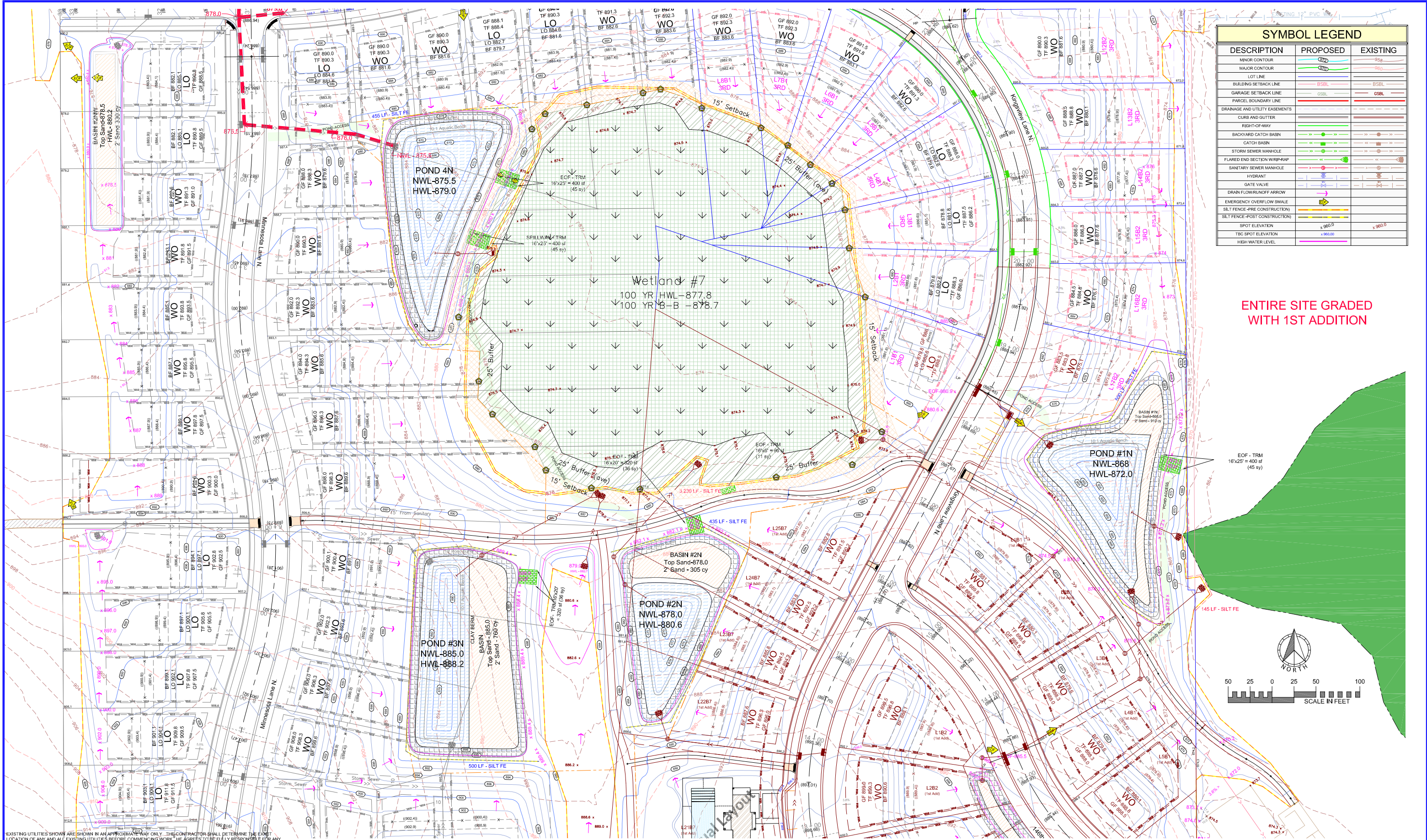
FINAL STORM SEWER PLAN
RIVERWALK 3RD ADDITION
RGV DAYTON DEVELOPMENT, LLC

FILE NO.

3120-082-300

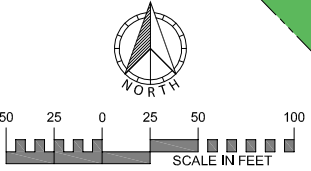
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21



SYMBOL LEGEND		
DESCRIPTION	PROPOSED	EXISTING
MINOR CONTOUR		
MAJOR CONTOUR		
LOT LINE		
BUILDING SETBACK LINE		
GARAGE SETBACK LINE		
PARCEL BOUNDARY LINE		
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION W/IRRAP		
SANITARY SEWER MANHOLE		
HYDRANT		
GATE VALVE		
DRAIN FLOW/UNFLOW ARROW		
EMERGENCY OVERFLOW SWALE		
SILT FENCE (PRE CONSTRUCTION)		
SILT FENCE (POST CONSTRUCTION)		
SPOT ELEVATION		
TBC SPOT ELEVATION		
HIGH WATER LEVEL		

ENTIRE SITE GRADED
WITH 1ST ADDITION



DRAWING NAME	NO.	BY	DATE	REVISION
RW 3RD ADD.	1			
DRAWN				
CHKD				
CHECKED				
RSM				
DATE				
07/19/24				

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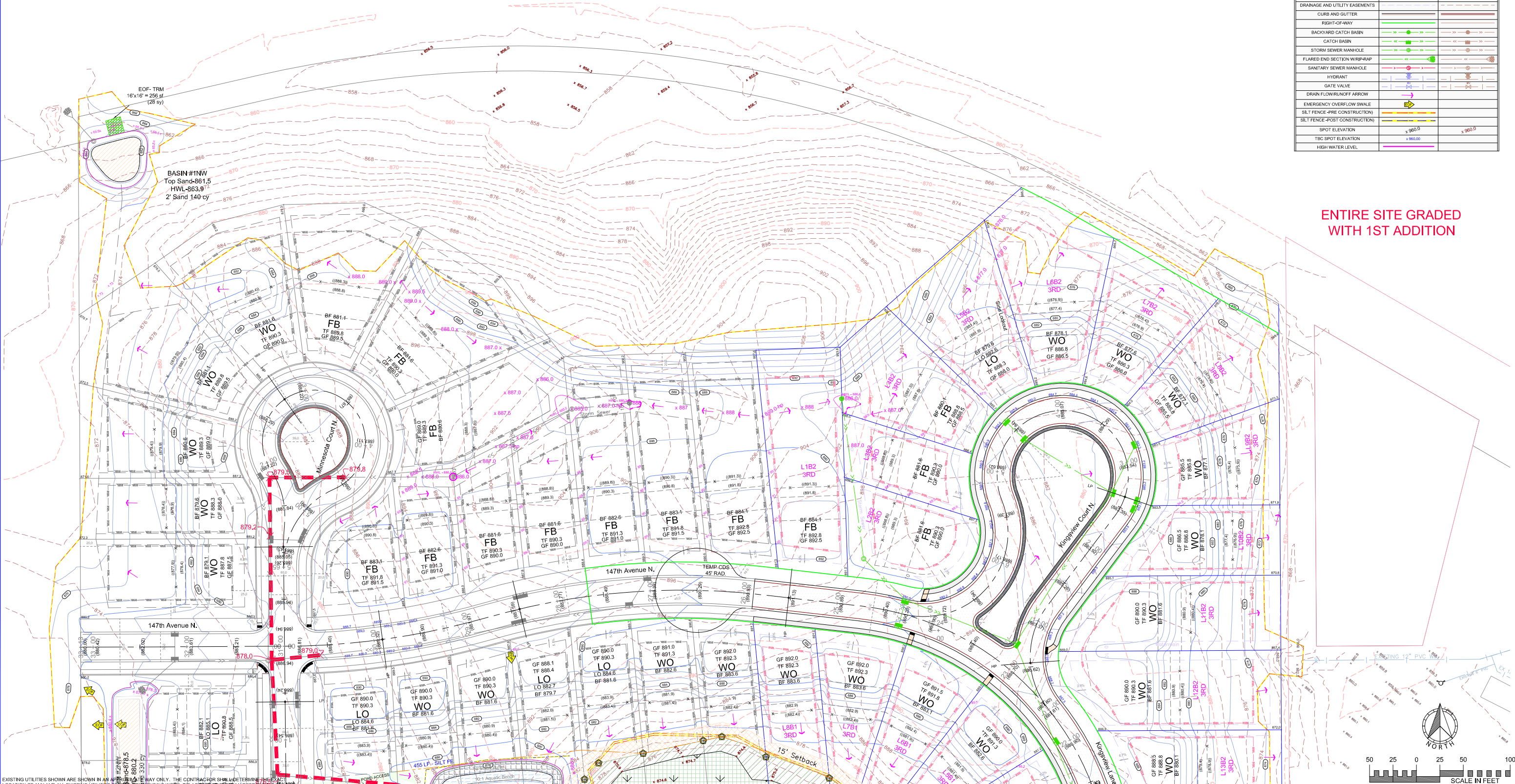
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DESIGNERS
PLANNERS

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14000 25TH AVE N #120 PLYMOUTH, MN. 55447 (952) 476-6000

CITY PROJECT NO.	DAYTON, MINNESOTA	FILE NO.	3120-082-300
FINAL GRADING PLAN		11	
RIVERWALK 3RD ADDITION		21	
RGW DAYTON DEVELOPMENT, LLC		127	

SYMBOL LEGEND		
DESCRIPTION	PROPOSED	EXISTING
MINOR CONTOUR		
MAJOR CONTOUR		
LOT LINE		
BUILDING SETBACK LINE		
GARAGE SETBACK LINE		
PARCEL BOUNDARY LINE		
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION WRAP-UP		
SANITARY SEWER MANHOLE		
HYDRANT		
GATE VALVE		
DRAIN FLOW/UNFLOW ARROW		
EMERGENCY OVERFLOW SWALE		
SILT FENCE (PRE CONSTRUCTION)		
SILT FENCE (POST CONSTRUCTION)		
SPOT ELEVATION		
TBC SPOT ELEVATION		
HIGH WATER LEVEL		

ENTIRE SITE GRADED
WITH 1ST ADDITION



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DRAWING NAME	NO.	BY	DATE	REVISION
RW 3RD ADD.	1			
DRAWN				
CHKD				
CHECKED				
RSM				
DATE				
07/19/24				

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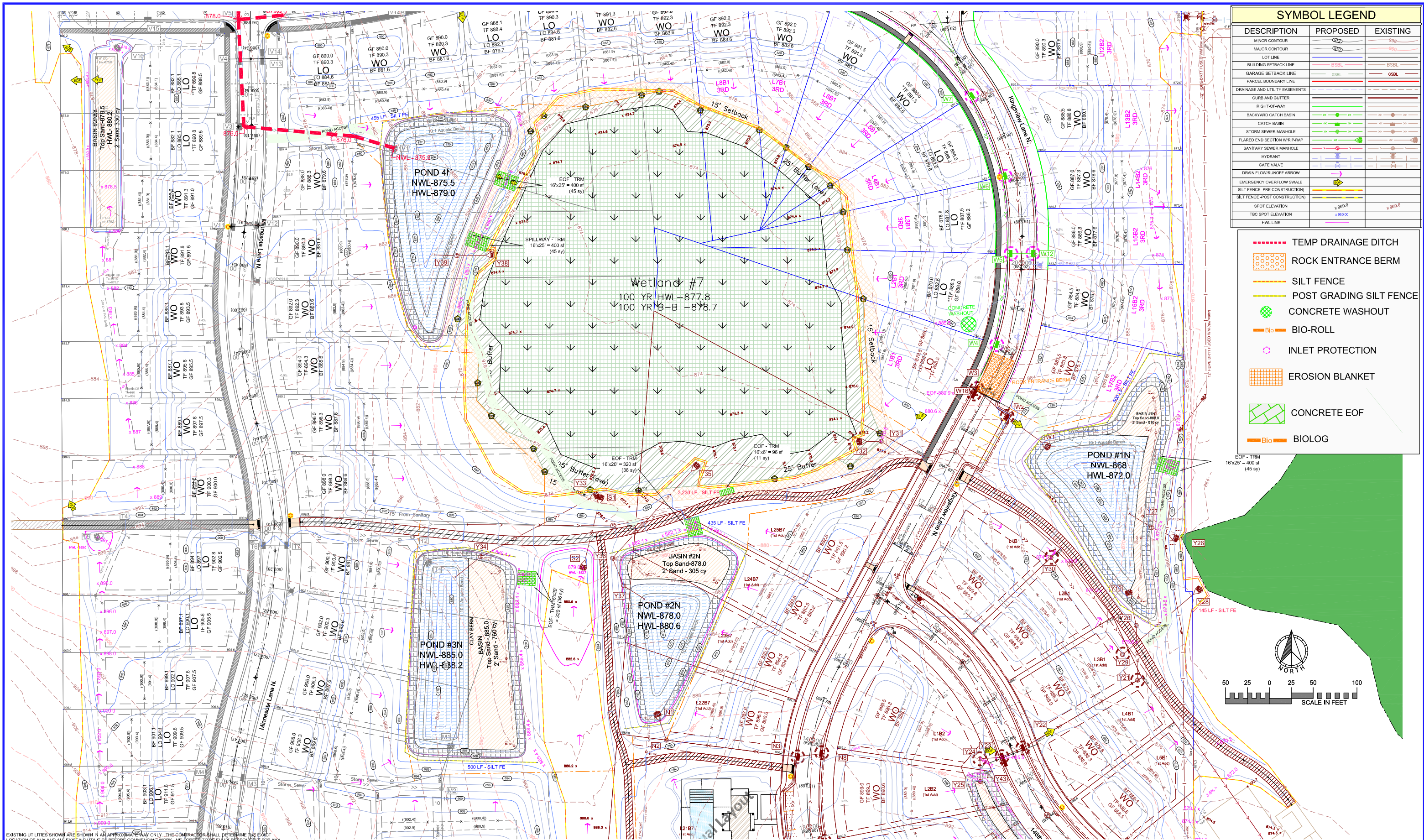
Robert S. Molstad

ROBERT S. MOLSTAD, P.E.
Date: 07-19-2024 Lic. No. 26428











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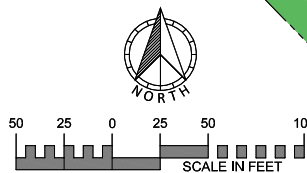
SATHRE-BERGQUIST, INC.
14000 25TH AVE N #120 PLYMOUTH, MN. 55447 (952) 476-6000

CITY PROJECT NO.	DAYTON, MINNESOTA	FINAL GRADING PLAN RIVERWALK 3RD ADDITION RGW DAYTON DEVELOPMENT, LLC	FILE NO. 3120-082-300 12 21
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SYMBOL LEGEND		
DESCRIPTION	PROPOSED	EXISTING
MINOR CONTOUR		
MAJOR CONTOUR		
LOT LINE		
BUILDING SETBACK LINE		
GARAGE SETBACK LINE		
PARCEL BOUNDARY LINE		
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION WHIRLWAP		
SANITARY SEWER MANHOLE		
HYDRANT		
GATE VALVE		
DRAIN FLOW/RUNOFF ARROW		
EMERGENCY OVERFLOW SWALE		
SILT FENCE (PRE CONSTRUCTION)		
SILT FENCE (POST CONSTRUCTION)		
SPOT ELEVATION		
TBC SPOT ELEVATION		
HWY LINE		

-  TEMP DRAINAGE DITCH
-  ROCK ENTRANCE BERM
-  SILT FENCE
-  POST GRADING SILT FENCE
-  CONCRETE WASHOUT
-  BIO-ROLL
-  INLET PROTECTION
-  EROSION BLANKET
-  CONCRETE EOF
-  BIOLOG



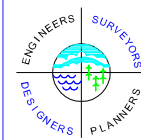
DRAWING NAME	NO.	BY	DATE	REVISION
RW 3RD ADD.	1	MJV	08/06/24	UTILITY SERVICE & SS REVISIONS
DRAWN				
MJV				
CHECKED				
RSM				
DATE				
07/19/24				

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Robert S. Molstad

ROBERT S. MOLSTAD, P.E.
Date: 07-19-2024 Lic. No. 26428



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14000 25TH AVE N #120 PLYMOUTH, MN. 55447 (952) 476-6000

CITY PROJECT NO.

DAYTON,
MINNESOTA

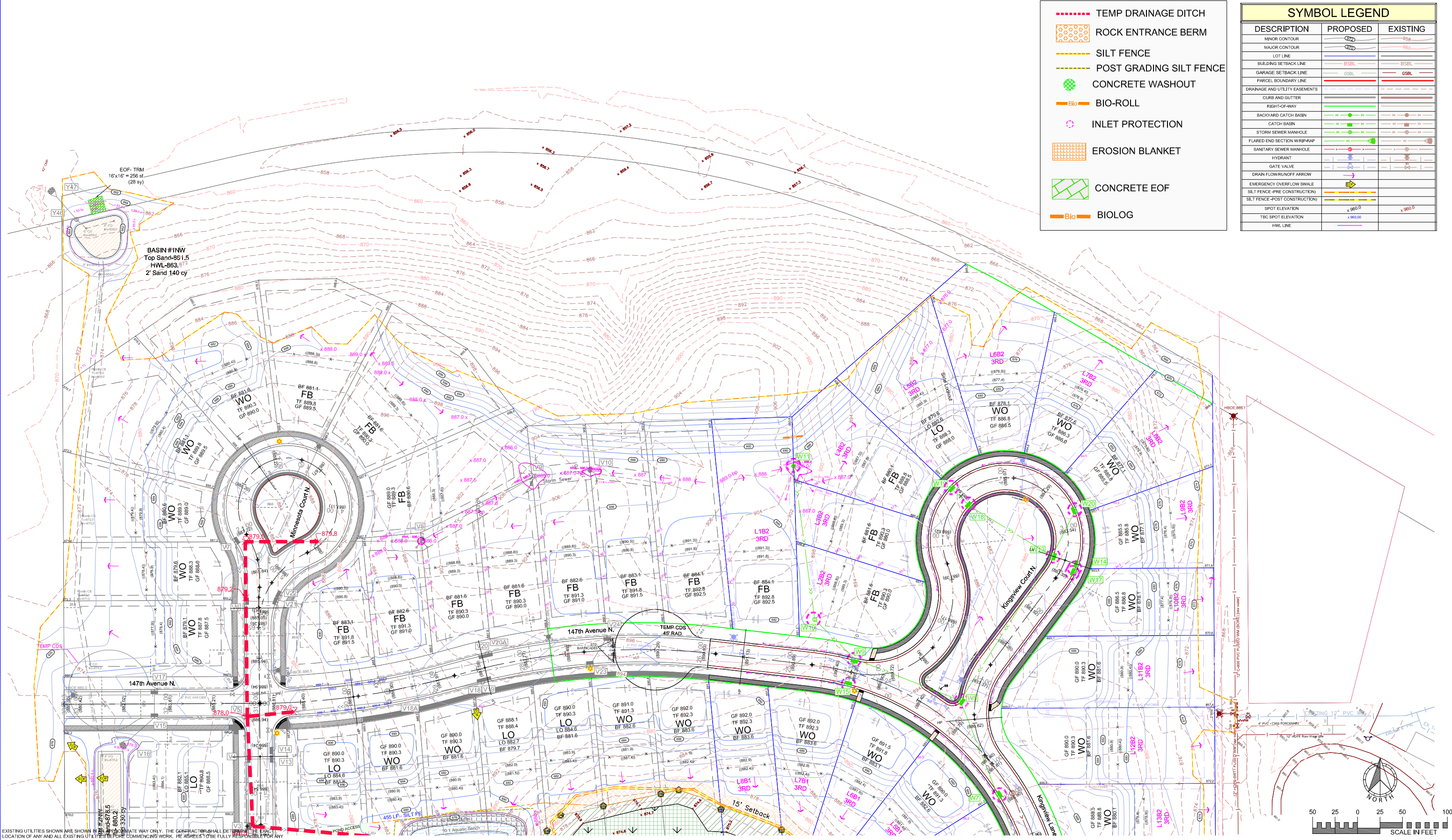
FINAL EROSION CONTROL PLAN

RIVERWALK 3RD ADDITION
RGW DAYTON DEVELOPMENT, LLC

FILE NO.
3120 082 200

13

$$\begin{array}{c|c} 129 & 21 \end{array}$$



- TEMP DRAINAGE DITCH
- ROCK ENTRANCE BERM
- SILT FENCE
- POST GRADING SILT FENCE
- CONCRETE WASHOUT
- BIO-ROLL
- INLET PROTECTION
- EROSION BLANKET
- CONCRETE EOF
- BIOLOG

SYMBOL LEGEND		
DESCRIPTION	PROPOSED	EXISTING
MINOR CONTOUR	870	850
MAJOR CONTOUR	870	860
LOT LINE		
BUILDING SETBACK LINE	BSBL	BSBL
GARAGE SETBACK LINE	GSBL	GSBL
PARCEL BOUNDARY LINE		
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION WRAP-UP		
SANITARY SEWER MANHOLE		
HYDRANT		
GATE VALVE		
DRAIN FLOW/UNFLOW ARROW		
EMERGENCY OVERFLOW SWALE		
SILT FENCE (PRE CONSTRUCTION)		
SILT FENCE (POST CONSTRUCTION)		
SPOT ELEVATION	x 960.0	x 960.0
TBC SPOT ELEVATION	x 960.00	
HWL LINE		

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DRAWING NAME	NO.	BY	DATE	REVISION
RV 3RD ADD.	1	MJV	08/06/24	UTILITY SERVICE & SS REVISIONS
DRAWN				
MJV				
CHECKED				
RSM				
DATE				
07/19/24				

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Robert S. Molstad
ROBERT S. MOLSTAD, P.E.
Date: 07-19-2024 Lic. No. 26428



SATHRE-BERGQUIST, INC.
14000 25TH AVE N #120 PLYMOUTH, MN. 55447 (952) 476-6000

CITY PROJECT NO.
DAYTON,
MINNESOTA

FINAL EROSION CONTROL PLAN
RIVERWALK 3RD ADDITION
RGV DAYTON DEVELOPMENT, LLC

FILE NO.
3120-082-300
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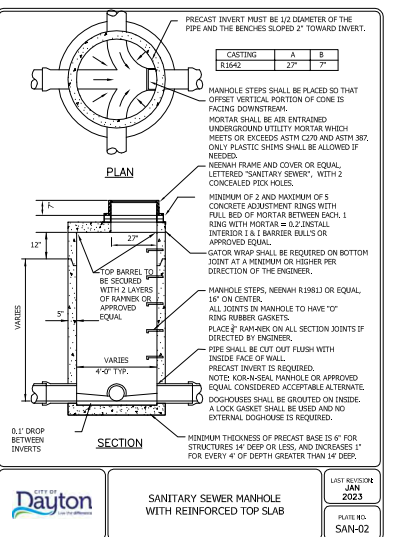
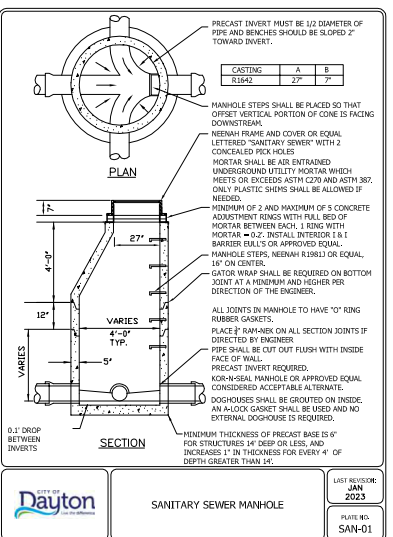
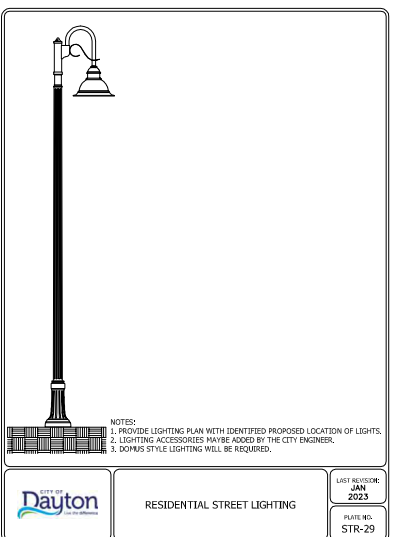
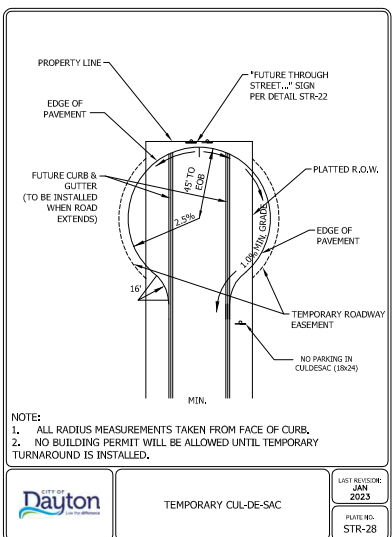
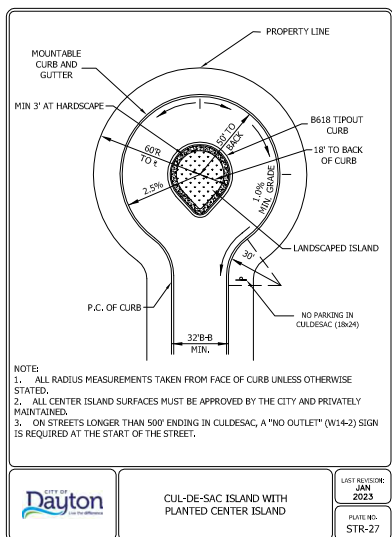
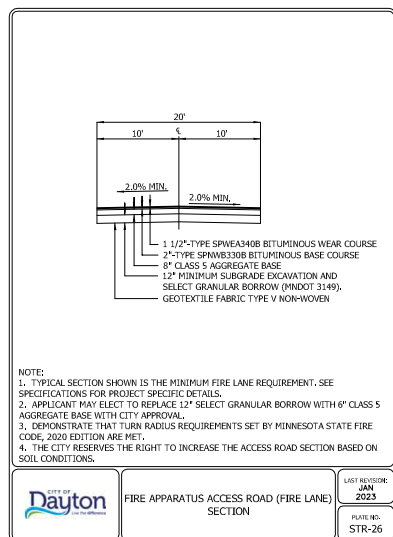
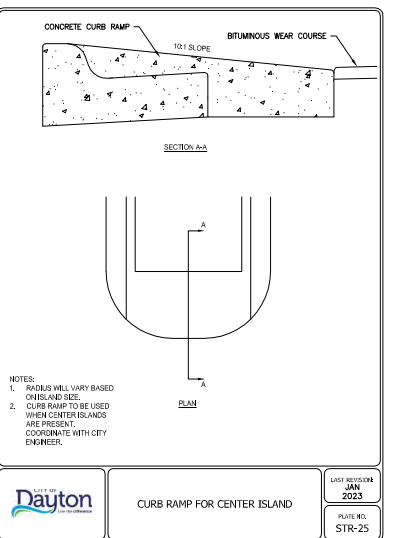
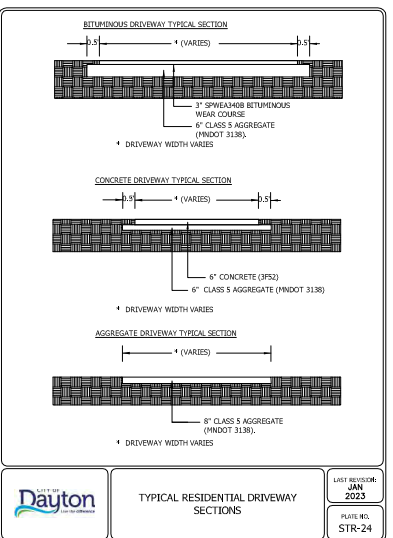
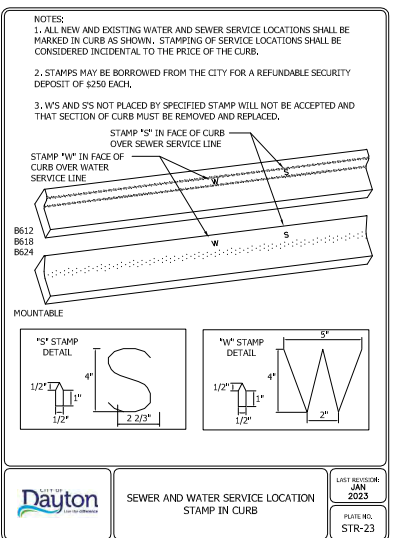
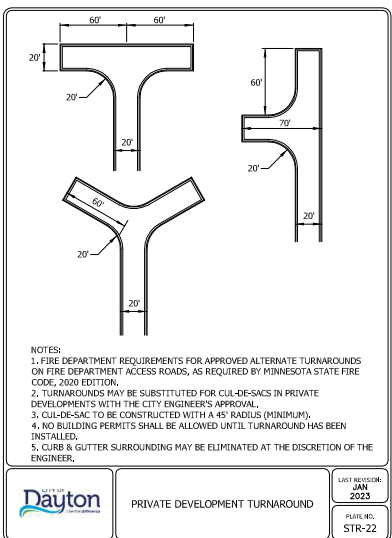
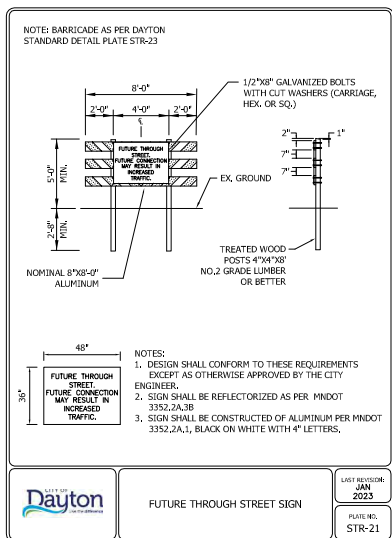
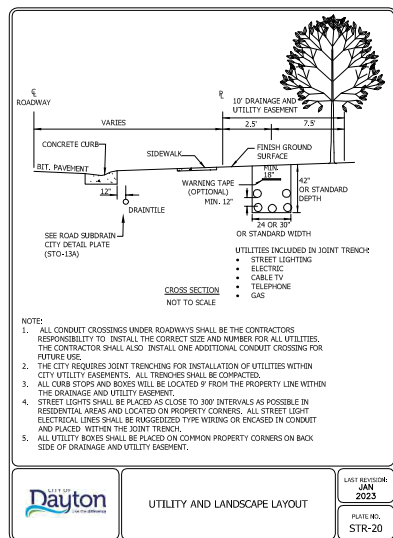
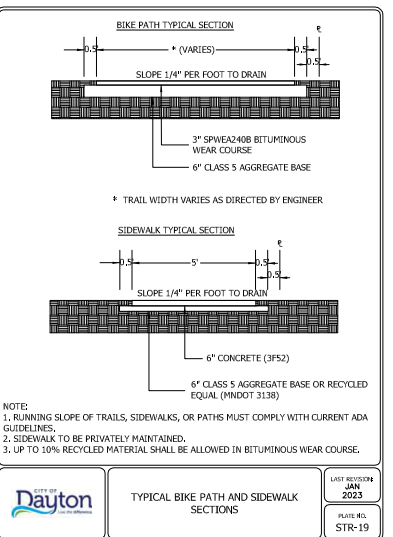
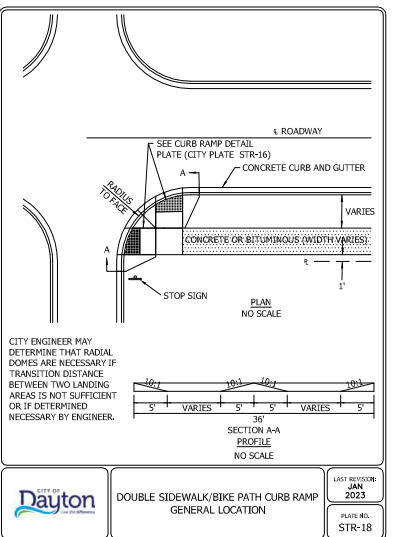
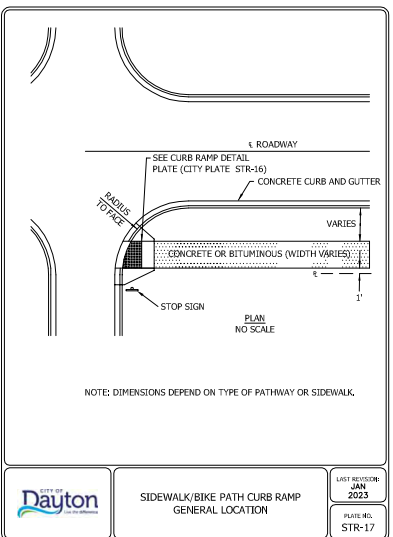
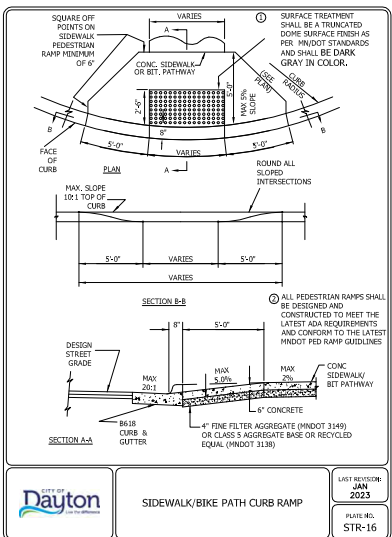
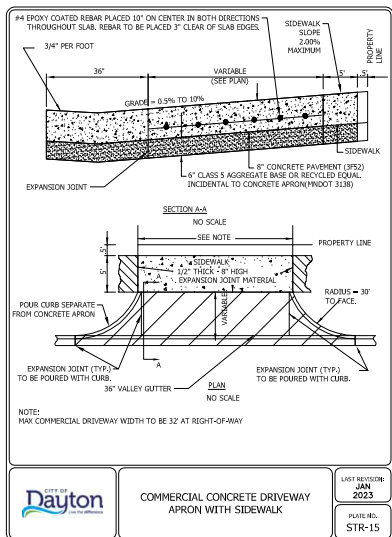
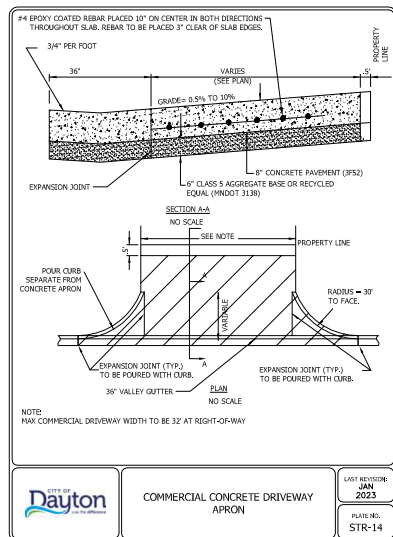
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DRAWING NAME	NO.	BY	DATE	REVISION
RW 3RD ADD.	1			
DRAWN				
MJV				
CHECKED				
RSM				
DATE				
07/19/24				

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Robert S. Molstad

ROBERT S. MOLSTAD, P.E.

Date: 07-19-2024 Lic. No. 26428



SATHRE-BERGQUIST, INC.
14000 25TH AVE N #120 PLYMOUTH, MN. 55447 (952) 476-6000

CITY PROJECT NO.

DAYTON,
MINNESOTA

CONSTRUCTION DETAILS

RIVERWALK 3RD ADDITION

RGW DAYTON DEVELOPMENT, LLC

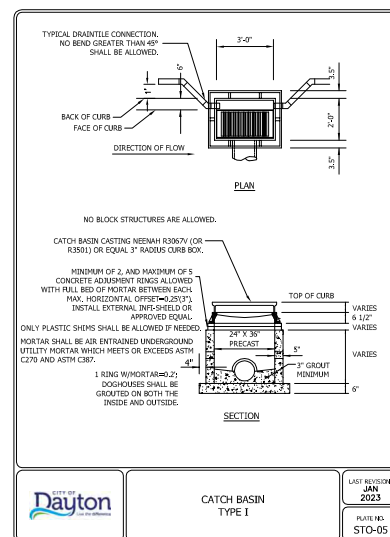
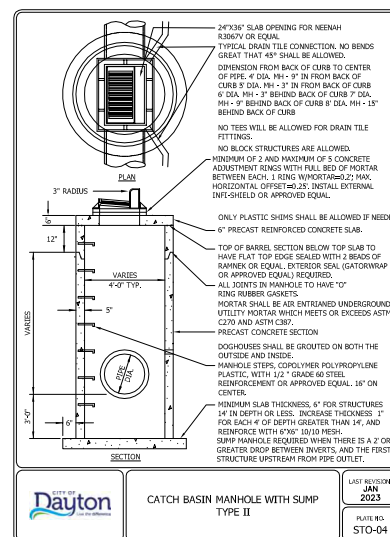
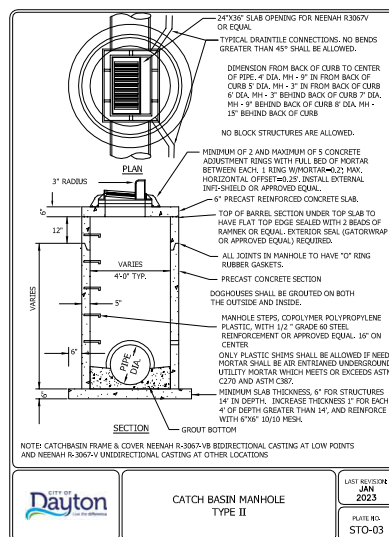
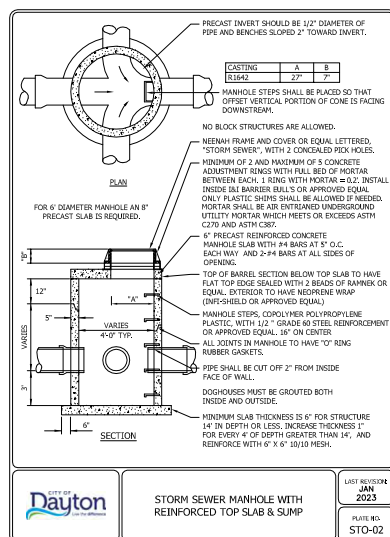
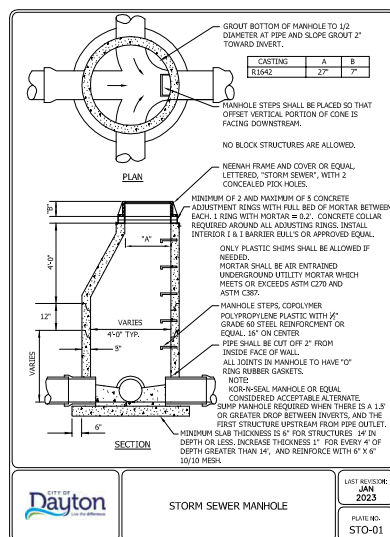
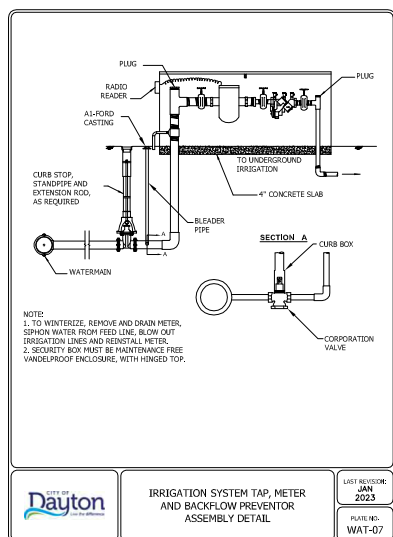
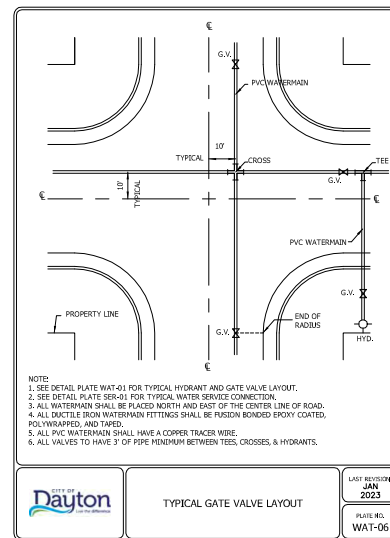
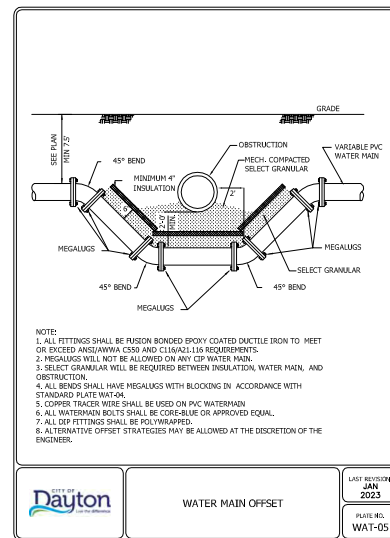
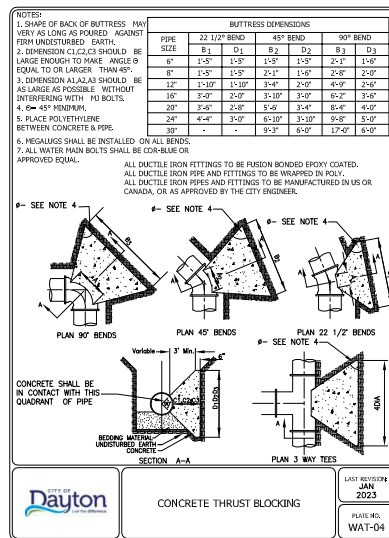
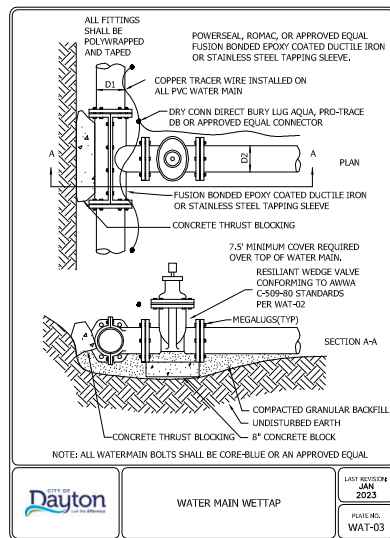
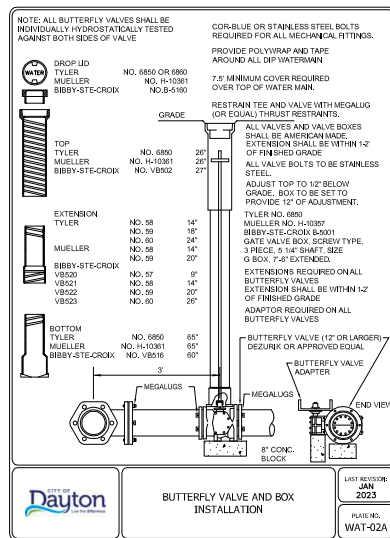
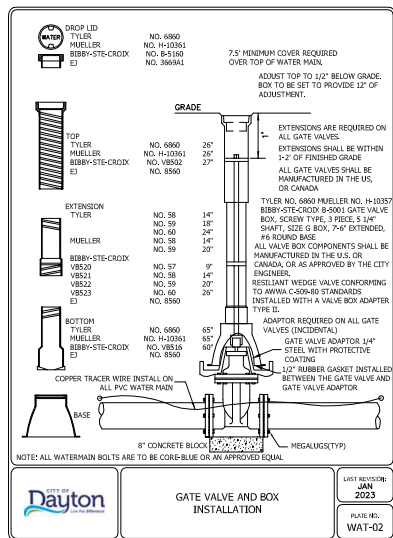
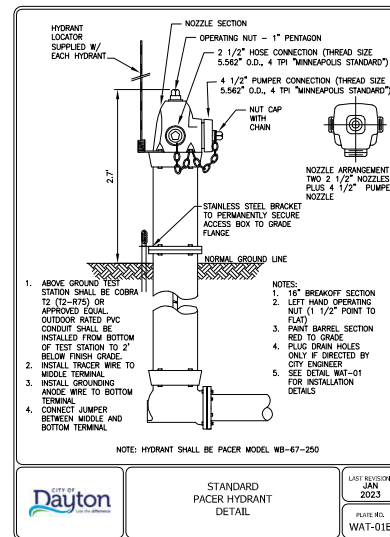
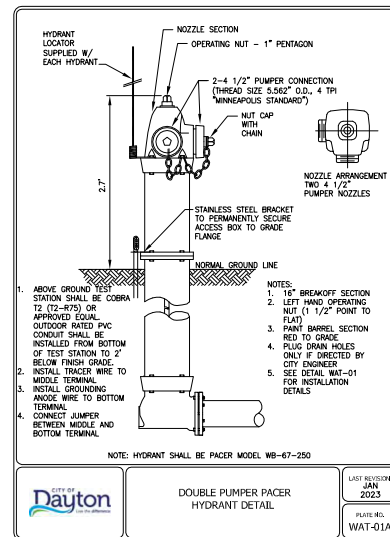
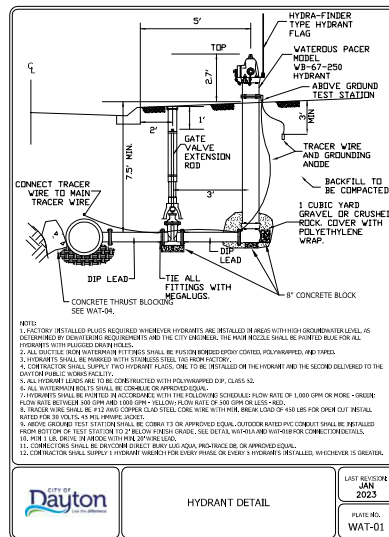
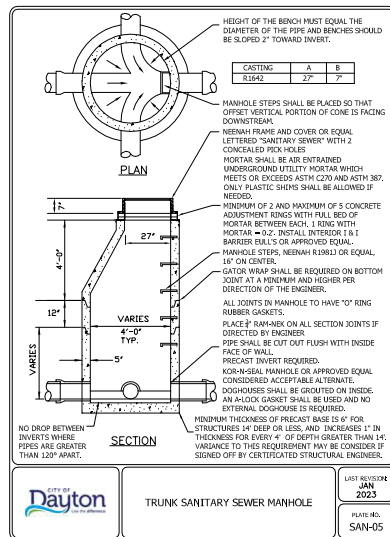
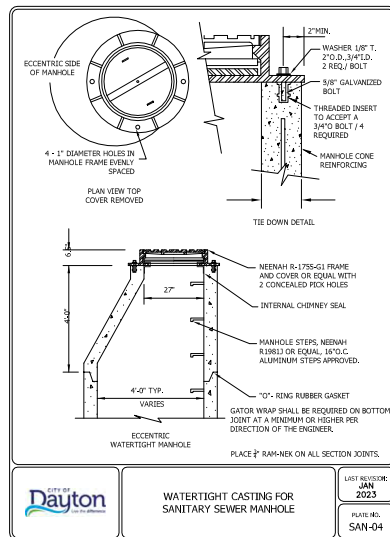
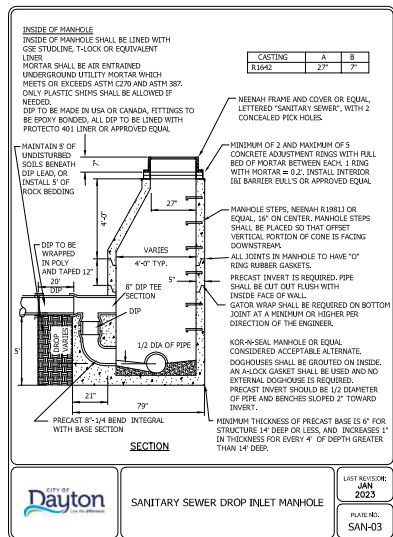
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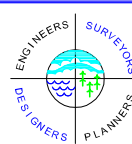
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Robert S. Molstad

ROBERT S. MOLSTAD, P.E.
Date: 07-19-2024 Lic No. 26428



SATHRE-BERGQUIST, INC.
14000 25TH AVE N #120 PLYMOUTH, MN. 55447 (952) 476-6000

CITY PROJECT NO.

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DAYTON,
MINNESOTA

CONSTRUCTION DETAILS

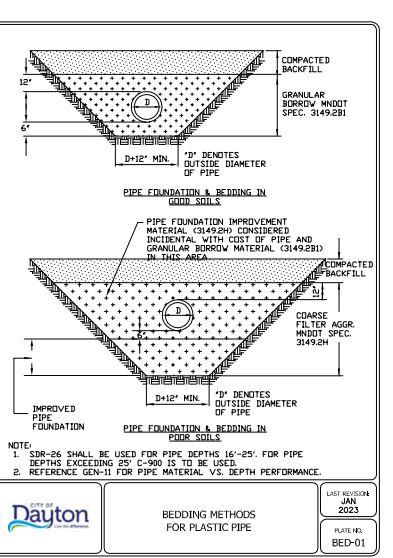
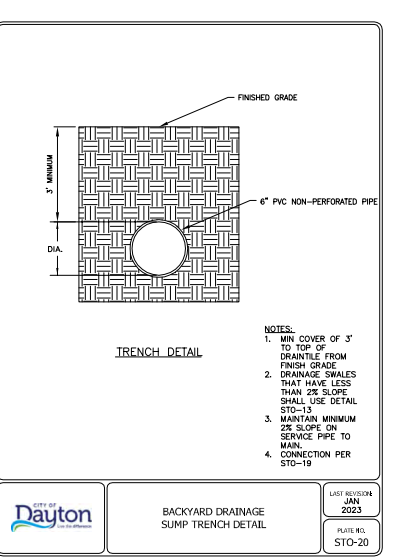
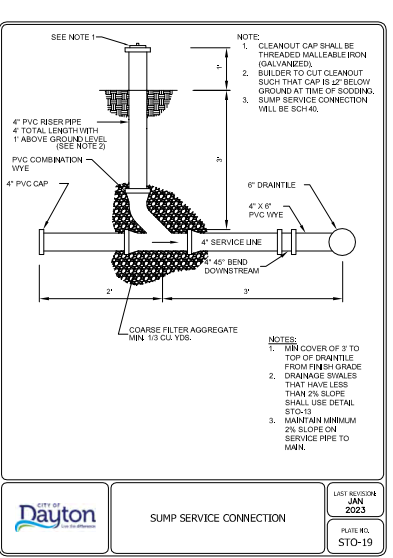
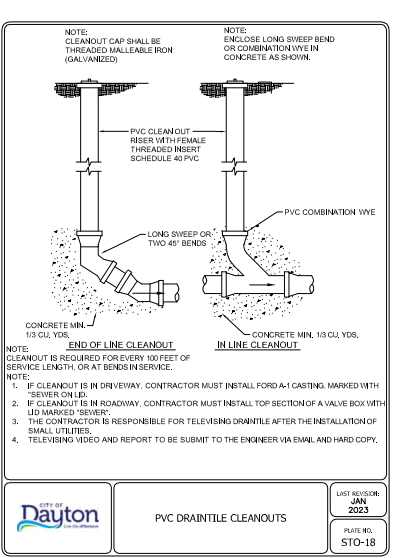
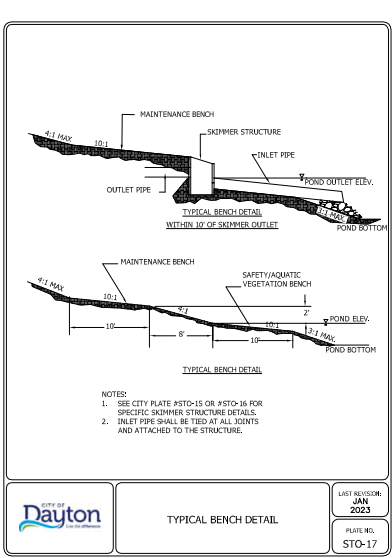
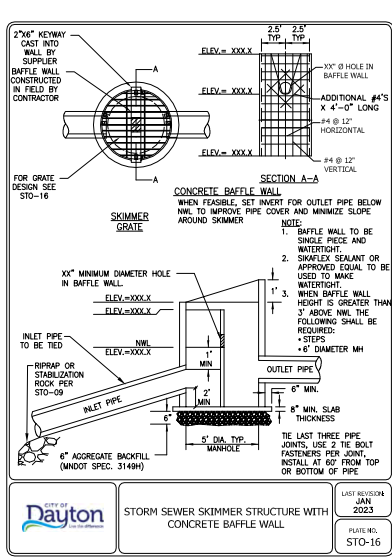
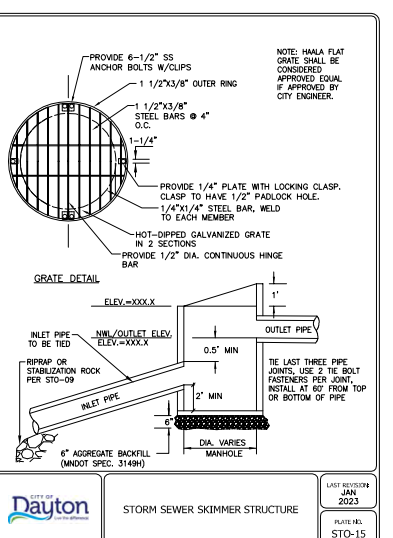
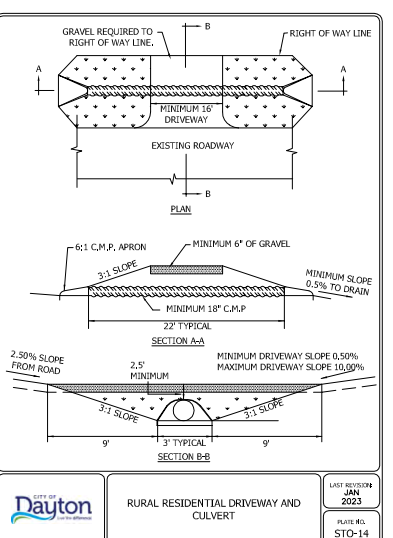
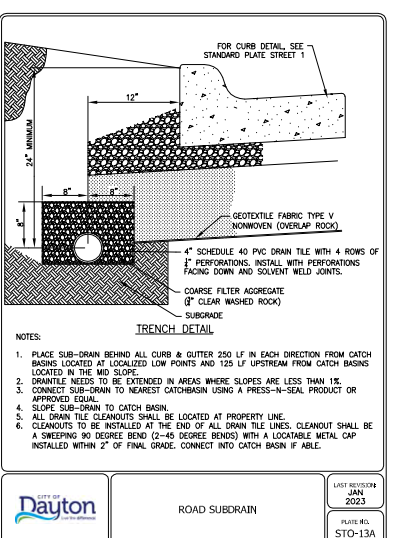
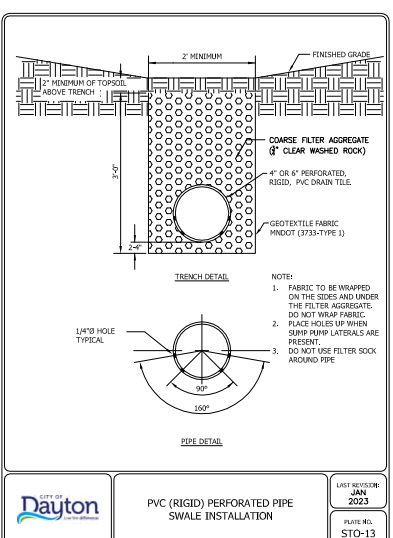
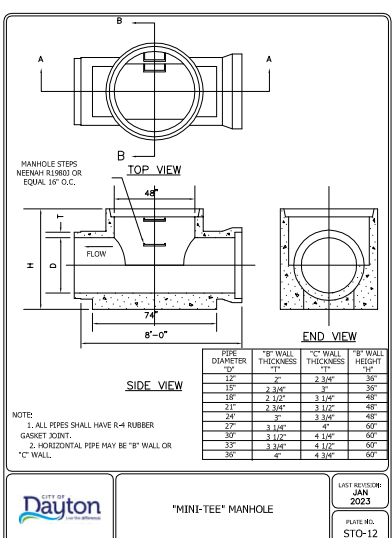
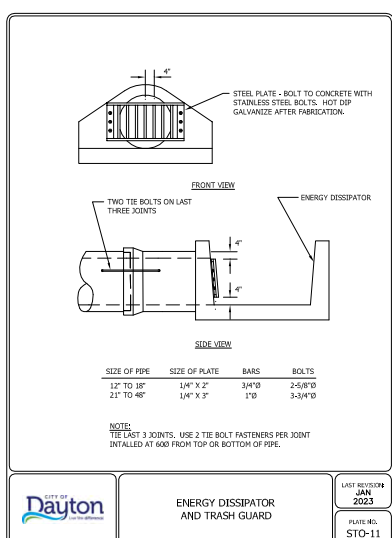
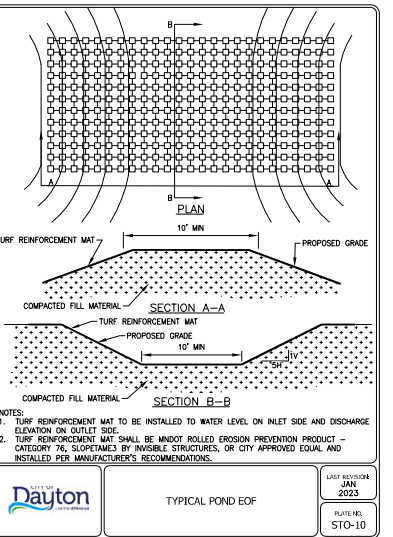
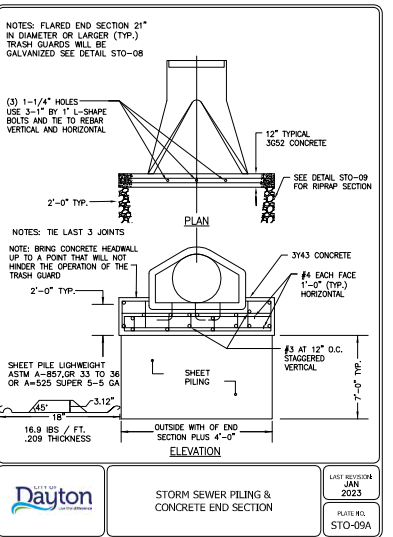
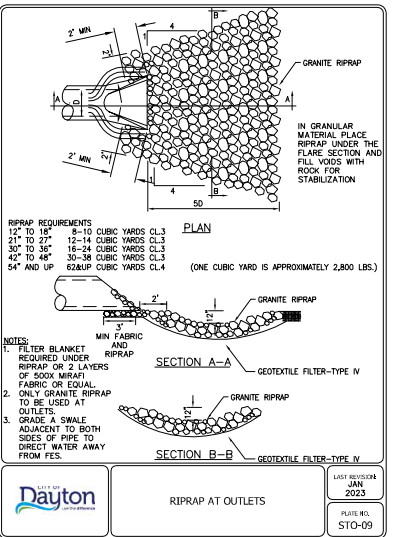
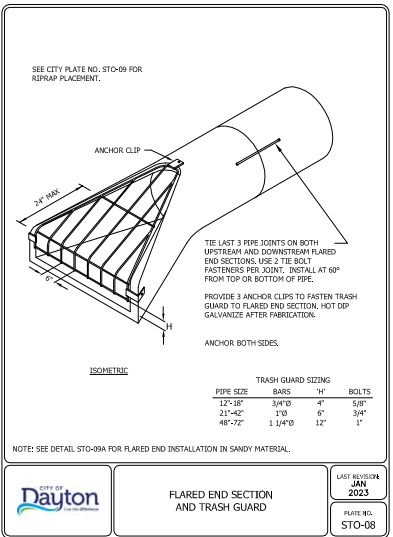
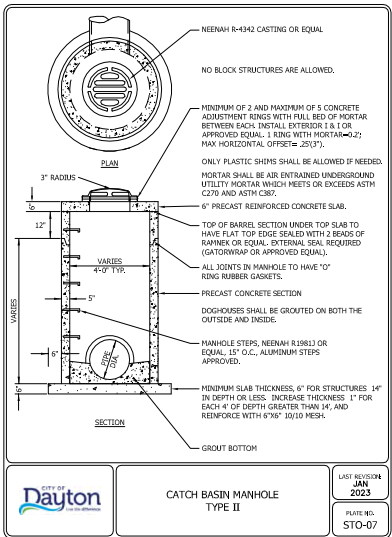
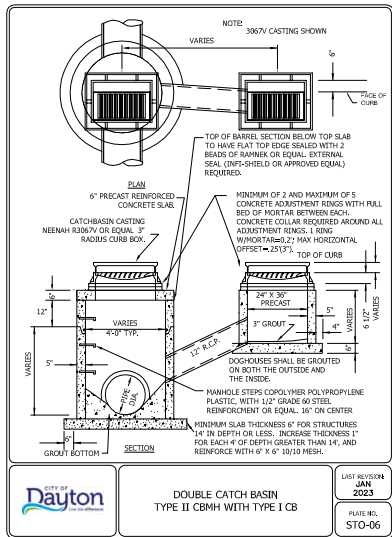
RIVERWALK 3RD ADDITION

RGW DAYTON DEVELOPMENT, LLC

FILE NO.
3120 082 300

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Robert S. Molstad

ROBERT S. MOLSTAD, P.E.
Date: 07-19-2024 Lic. No. 26428

ENGINEERS SURVEYORS DESIGNERS PLANNERS

SATHRE-BERGQUIST, INC.
14000 25TH AVE N #120 PLYMOUTH, MN. 55447 (952) 476-6000

CITY PROJECT NO. ---

DAYTON, MINNESOTA

CONSTRUCTION DETAILS

RIVERWALK 3RD ADDITION

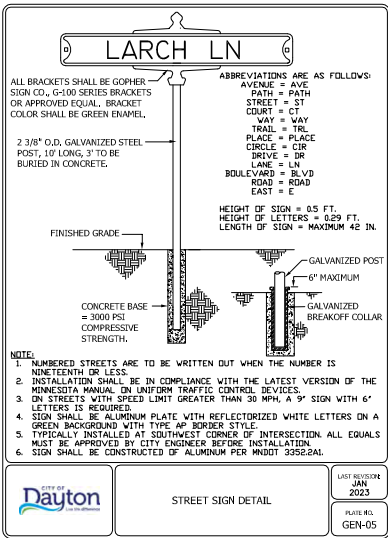
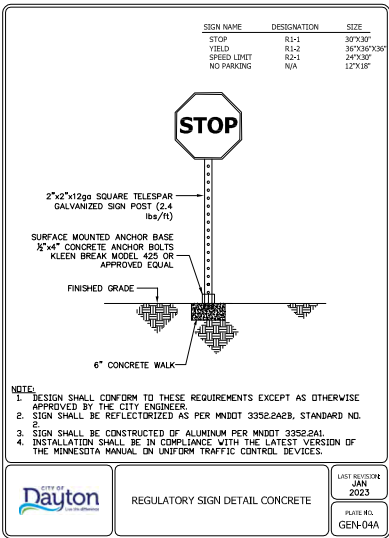
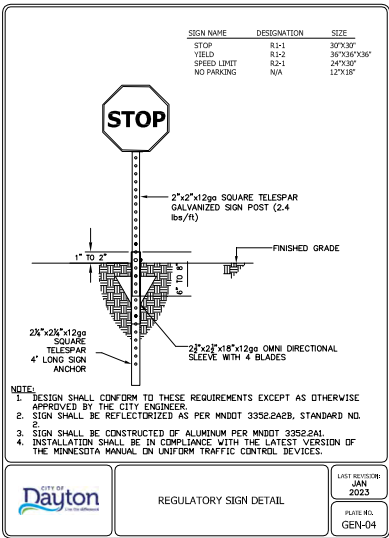
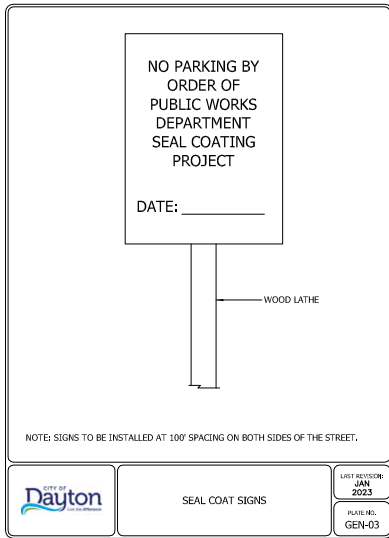
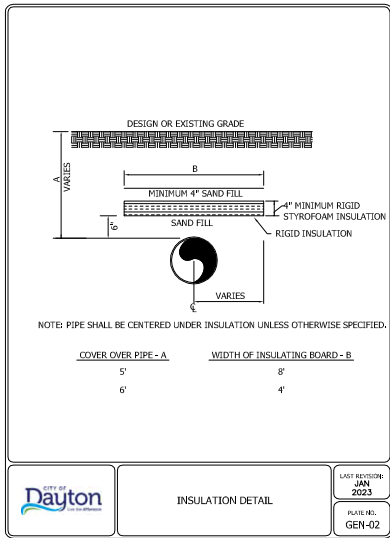
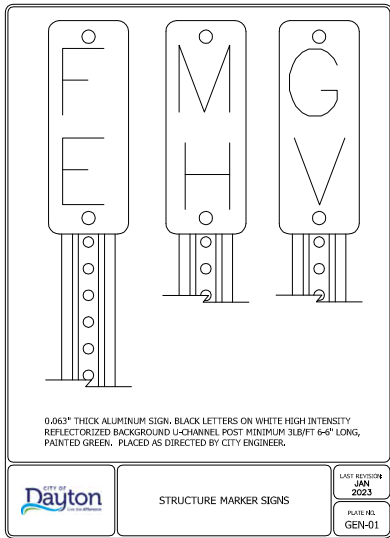
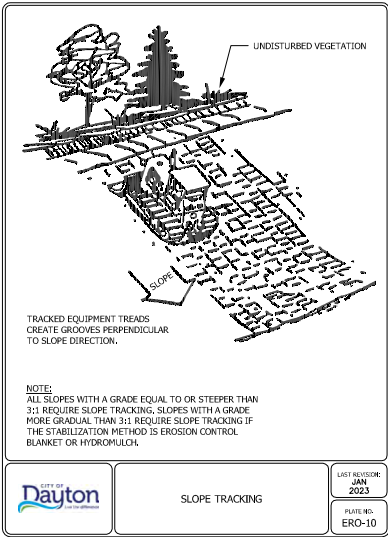
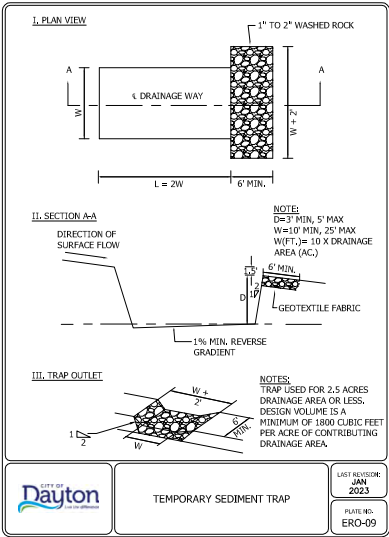
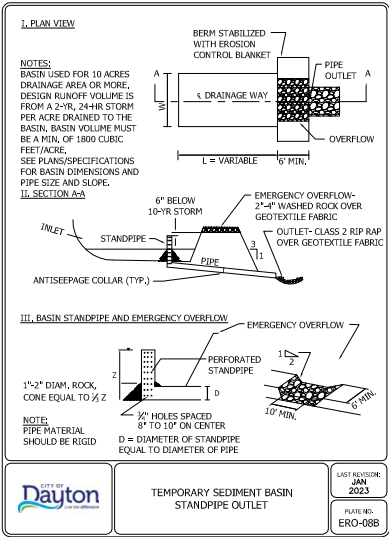
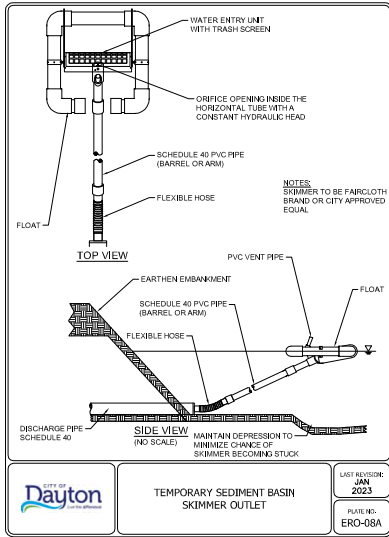
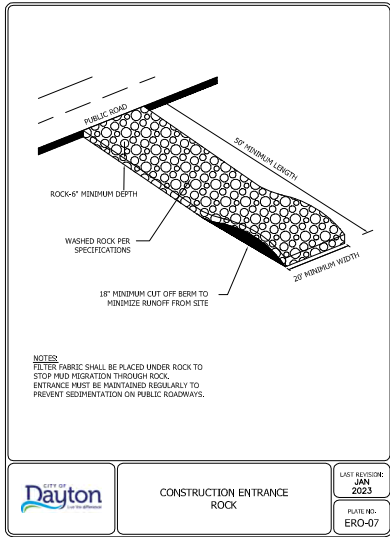
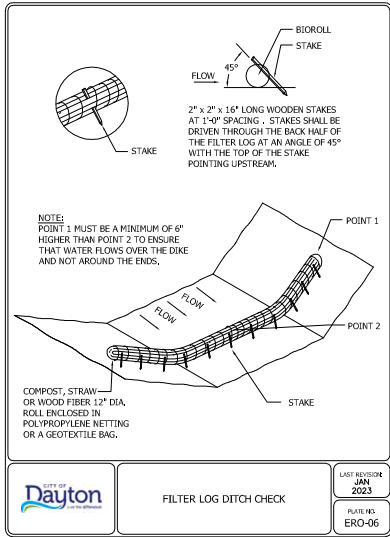
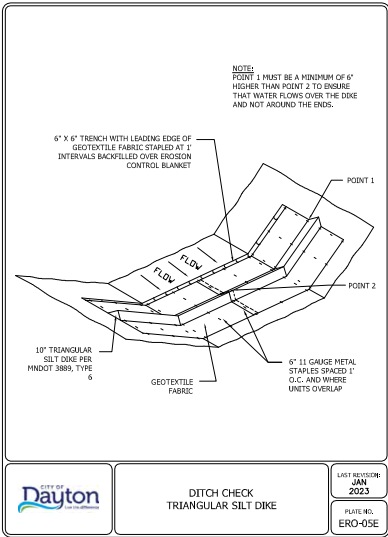
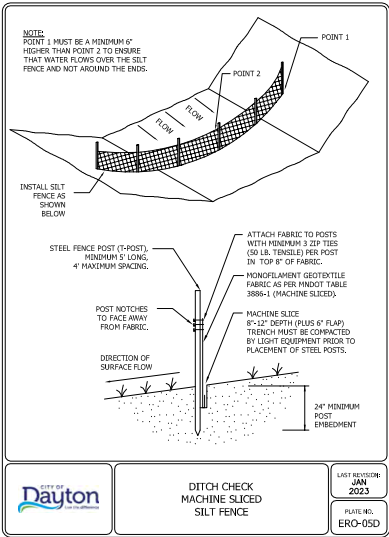
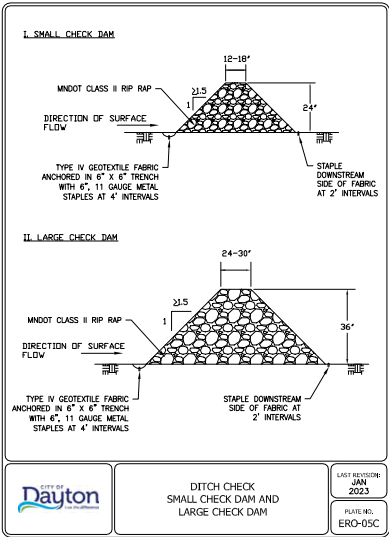
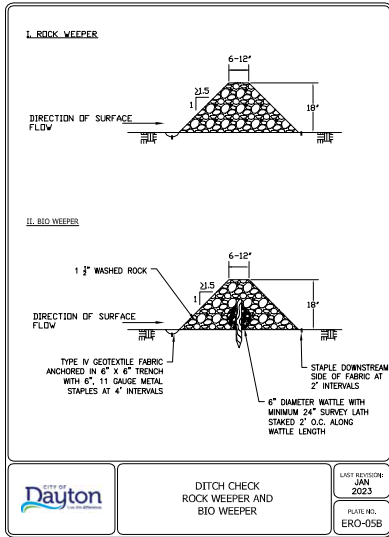
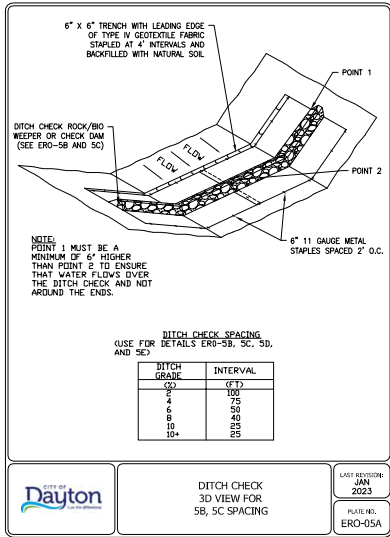
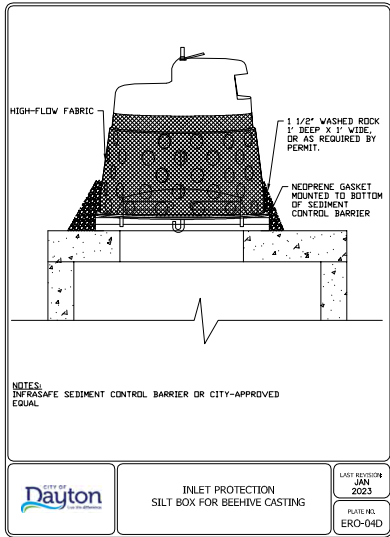
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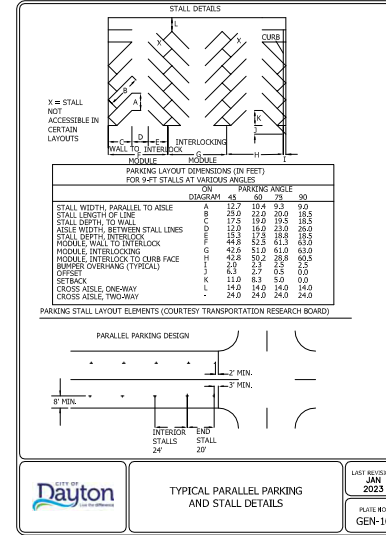
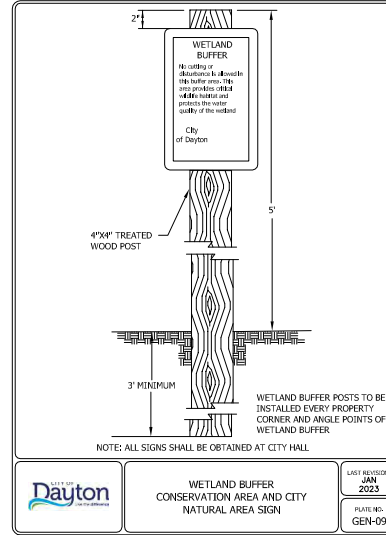
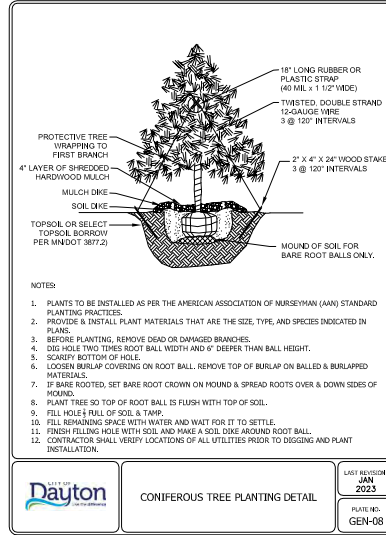
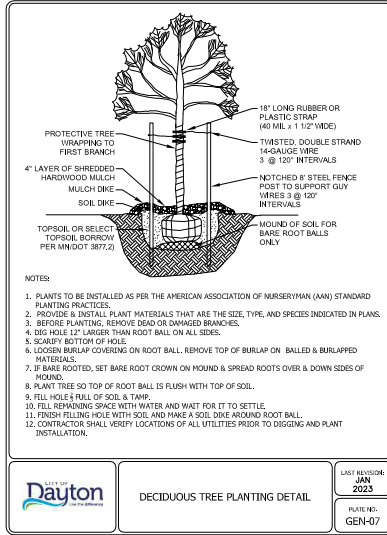
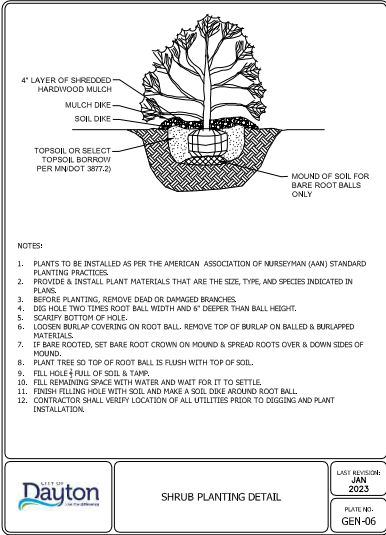


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CONSTRUCTION DETAILS
RIVERWALK 3RD ADDITION
RGW DAYTON DEVELOPMENT, LLC

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MANHOLE SIZE					
PIPE SIZE	DEPTH FROM TOP OF MANHOLE TO TOP OF CURB	PIPE SIZE	DEPTH FROM TOP OF MANHOLE TO TOP OF CURB	PIPE SIZE	DEPTH FROM TOP OF MANHOLE TO TOP OF CURB
12	1.0	18	1.5	24	2.0
15	1.2	21	1.8	30	2.5
18	1.5	24	2.0	36	3.0
21	1.8	30	2.5	42	3.5
24	2.0	36	3.0	48	4.0
30	2.5	42	3.5	60	5.0
36	3.0	48	4.0	72	6.0
42	3.5	60	5.0	84	7.0
48	4.0	72	6.0	96	8.0
54	4.5	84	7.0	108	9.0
60	5.0	96	8.0	120	10.0
66	5.5	108	9.0	132	11.0
72	6.0	120	10.0	144	12.0
78	6.5	132	11.0	156	13.0
84	7.0	144	12.0	168	14.0
90	7.5	156	13.0	180	15.0
96	8.0	168	14.0	192	16.0
102	8.5	180	15.0	204	17.0
108	9.0	192	16.0	216	18.0
114	9.5	204	17.0	228	19.0
120	10.0	216	18.0	240	20.0

GENERAL TESTING NOTES:				
1.	PIPE MATERIAL AND TESTING REQUIREMENTS MAY CHANGE DEPENDING ON SOIL CONDITIONS AND OTHER FACTORS.			
2.	ALL TESTING TO OCCUR BEFORE BUILDING PERMITS ARE ISSUED OR CONSTRUCTION OF WEAR COURSE PAVEMENT.			
3.	CITY TO BE NOTIFIED MINIMUM 48 HOURS BEFORE ANY UTILITY TESTING OR BUILDING PERMIT.			
SANITARY SEWER TESTING NOTES:				
1.	A MINIMUM WAITING TIME PERIOD OF 30 DAYS AFTER INSTALLATION IS REQUIRED BEFORE DEFLECTION TEST MAY BE PERFORMED. (SEE GEN-13)			
2.	TRACER WIRE TEST TO BE PERFORMED ON ALL SANITARY SEWER AND SANITARY SEWER SERVICES BY METROTECH OR APPROVED EQUAL.			
3.	AIR TEST WILL BE PERFORMED AT A PRESSURE OF 40 PSIG GREATER THAN THE AVERAGE BACKPRESSURE OF ANY GROUND WATER PRESENT.			
4.	IF GROUNDWATER IS PRESENT FOR EVERY FOOT OF GROUND WATER PRESENT, INCREASE THE GAGE TEST PRESSURE BY 0.43 PSI (TO COMPENSATE FOR WATER BACK PRESSURE) (SEE GEN-13)			
5.	THE SEWER LINE WHICH IS BEING TESTED WILL BE ACCEPTED AS PASSING THE AIR TEST IF THE PRESSURE DOES NOT DROP MORE THAN 0.5 PSI IN LESS THAN 30 SECONDS PER INCH IN DIAMETER OF THE PIPE BEING TESTED.			
6.	TELEVISION SHALL BE PERFORMED ON ALL NEWLY INSTALLED GRAVITY SEWER FOLLOWING ALL OTHER SUCCESSFUL TESTING.			
7.	SANITARY SEWER TO BE JETTED PRIOR TO TELEVISION.			
FORCEMAIN TESTING NOTES:				
1.	FORCEMAIN HYDROSTATIC TEST PROCEDURE AS FOLLOWS:			
2.	PUMP SYSTEM TO MAINTAIN 75 PSI			
3.	THE FORCEMAIN SYSTEM WILL BE ACCEPTED AS PASSING IF THE PRESSURE HAS NO DROP IN PRESSURE IN 2 HOURS.			
4.	GAGE TO BE USED WILL BE AN ASHCROFT, MODEL 1082, 4 1/2" DIAMETER IN ONE PSI INCREMENTS OR APPROVED EQUAL.			
WATERMAIN TESTING NOTES:				
1.	WATERMAIN TESTING TO INCLUDE ALL CURB STOPS AND HYDRANT LINES.			
2.	HYDROSTATIC TEST PROCEDURE TEST PROCEDURE AS FOLLOWS:			
3.	PUMP SYSTEM TO MAINTAIN 100 PSI			
4.	THE WATERMAIN SYSTEM WILL BE ACCEPTED AS PASSING IF THE PRESSURE HAS NO DROP IN PRESSURE IN 2 HOURS.			
5.	GAGE TO BE USED WILL BE INDIVIDUALLY HYDROSTATIC TESTED AGAINST BOTH SIZES OF VALVE.			
6.	TRACER WIRE TEST TO BE PERFORMED ON ALL WATERMAIN TESTING TESTS.			
7.	1. SET MAINTAIN 24 HOURS AFTER FIRST FLUSH, THEN 1 SET FOR EVERY 1000 LF OF WATERMAIN.			
8.	2. TRACER WIRE TEST TO BE PERFORMED AFTER FIRST FLUSH IS OBTAINED.			
9.	3. PASSING.			
10.	4. TRACER WIRE TEST TO BE PERFORMED BY A METROTECH OR APPROVED EQUAL. TRACER WIRE LINE/ALL SERVICES TO GARD STOPS.			
11.	5. WATERMAIN TO BE NOTIFIED MINISTERS DEPARTMENT OF HEALTH STANDARDS.			
STORM SEWER TESTING NOTES:				
1.	TELEVISION SHALL BE PERFORMED ON ALL NEWLY INSTALLED STORM SEWER.			
2.	TELEVISION SHALL BE PERFORMED ON ALL EXISTING STORM SEWER.			
3.	TELEVISION SHALL BE PERFORMED ON ALL REAR YARD DRAINAGE AFTER RESTORATION TO COMPLETE.			



 DAYTON

TESTING REQUIREMENTS

LAST REVISION
 JAN 2023
 PAGE 10
 GEN-12

CERTIFICATE OF SURVEY AND GRADING AS-BUILT REQUIREMENTS				
1.	EXISTING ELEVATIONS OF ALL BUILDINGS, DRIVEWAYS, SIDEWALKS, CURBS, AND OTHER STRUCTURES TO BE SHOWN AS-BUILT.			
2.	EXISTING ELEVATIONS OF ALL UTILITIES TO BE SHOWN AS-BUILT.			
3.	EXISTING ELEVATIONS OF ALL LOT CORNERS TO BE SHOWN AS-BUILT.			
4.	EXISTING ELEVATIONS OF ALL LOT LINES TO BE SHOWN AS-BUILT.			
5.	EXISTING ELEVATIONS OF ALL LOT AREAS TO BE SHOWN AS-BUILT.			
6.	EXISTING ELEVATIONS OF ALL LOT PERIMETERS TO BE SHOWN AS-BUILT.			
7.	EXISTING ELEVATIONS OF ALL LOT INTERIORS TO BE SHOWN AS-BUILT.			
8.	EXISTING ELEVATIONS OF ALL LOT EXTERIORS TO BE SHOWN AS-BUILT.			
9.	EXISTING ELEVATIONS OF ALL LOT ADJACENTS TO BE SHOWN AS-BUILT.			
10.	EXISTING ELEVATIONS OF ALL LOT NEIGHBORS TO BE SHOWN AS-BUILT.			
11.	EXISTING ELEVATIONS OF ALL LOT SURROUNDINGS TO BE SHOWN AS-BUILT.			
12.	EXISTING ELEVATIONS OF ALL LOT FEATURES TO BE SHOWN AS-BUILT.			
13.	EXISTING ELEVATIONS OF ALL LOT DETAILS TO BE SHOWN AS-BUILT.			
14.	EXISTING ELEVATIONS OF ALL LOT FINISHES TO BE SHOWN AS-BUILT.			
15.	EXISTING ELEVATIONS OF ALL LOT MATERIALS TO BE SHOWN AS-BUILT.			
16.	EXISTING ELEVATIONS OF ALL LOT COLORS TO BE SHOWN AS-BUILT.			
17.	EXISTING ELEVATIONS OF ALL LOT TEXTURES TO BE SHOWN AS-BUILT.			
18.	EXISTING ELEVATIONS OF ALL LOT SOUNDS TO BE SHOWN AS-BUILT.			
19.	EXISTING ELEVATIONS OF ALL LOT TASTES TO BE SHOWN AS-BUILT.			
20.	EXISTING ELEVATIONS OF ALL LOT SMELLS TO BE SHOWN AS-BUILT.			

EXISTING UTILITIES SHOWN ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ANY AND ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES ARISING OUT OF HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL EXISTING UTILITIES.

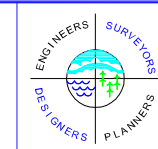
DRAWING NAME	NO.	BY	DATE	REVISION
RV 3RD ADD.	1			
DRAWN				
MJV				
CHECKED				
RSM				
DATE				
07/19/24				

USE (INCLUDING COPYING, DISTRIBUTION, AND/OR CONVEYANCE OF INFORMATION) OF THIS PRODUCT IS STRICTLY PROHIBITED WITHOUT SATHRE-BERGQUIST, INC.'S EXPRESS WRITTEN AUTHORIZATION. USE WITHOUT SAID AUTHORIZATION CONSTITUTES AN ILLEGITIMATE USE AND SHALL THEREBY INDEMNIFY SATHRE-BERGQUIST, INC. OF ALL RESPONSIBILITY. SATHRE-BERGQUIST, INC. RESERVES THE RIGHT TO HOLD ANY ILLEGITIMATE USER OR PARTY LEGALLY RESPONSIBLE FOR DAMAGES OR LOSSES RESULTING FROM ILLEGITIMATE USE.

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

Robert S. Molstad

ROBERT S. MOLSTAD, P.E.
Date: 07-19-2024 Lic. No. 26428



SATHRE-BERGQUIST, INC.
14000 25TH AVE N #120 PLYMOUTH, MN. 55447 (952) 476-6000

CITY PROJECT NO.
--
DAYTON, MINNESOTA

CONSTRUCTION DETAILS
RIVERWALK 3RD ADDITION
RGW DAYTON DEVELOPMENT, LLC

FILE NO.
3120-082-300
21
137
21

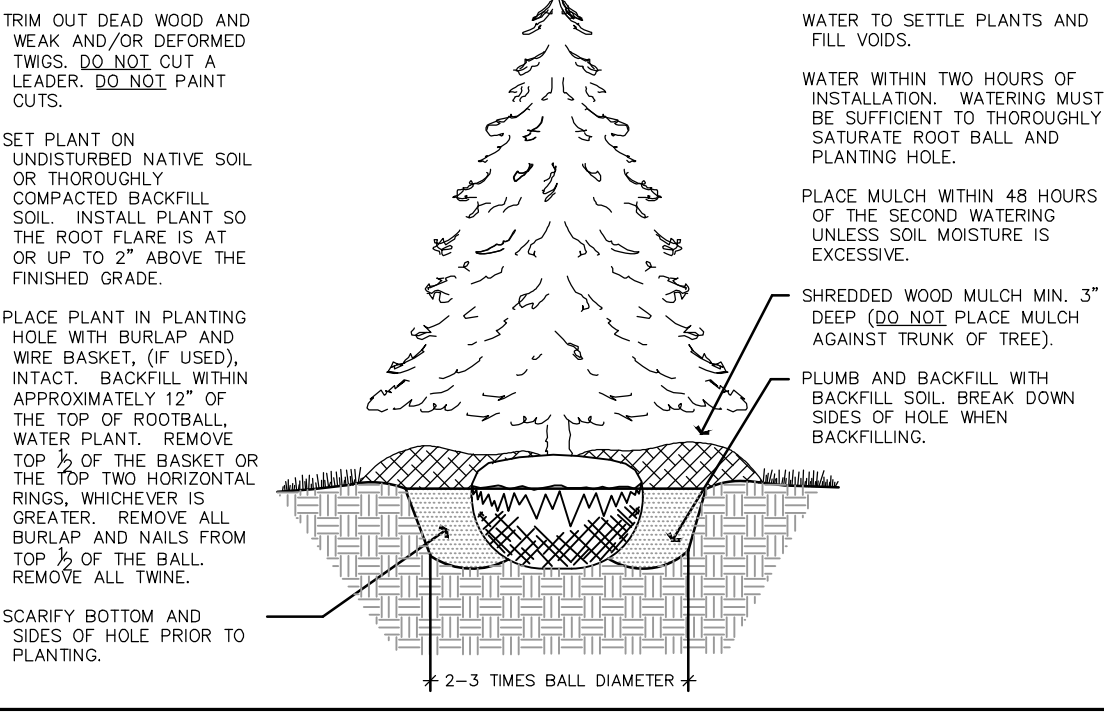
DETAIL A



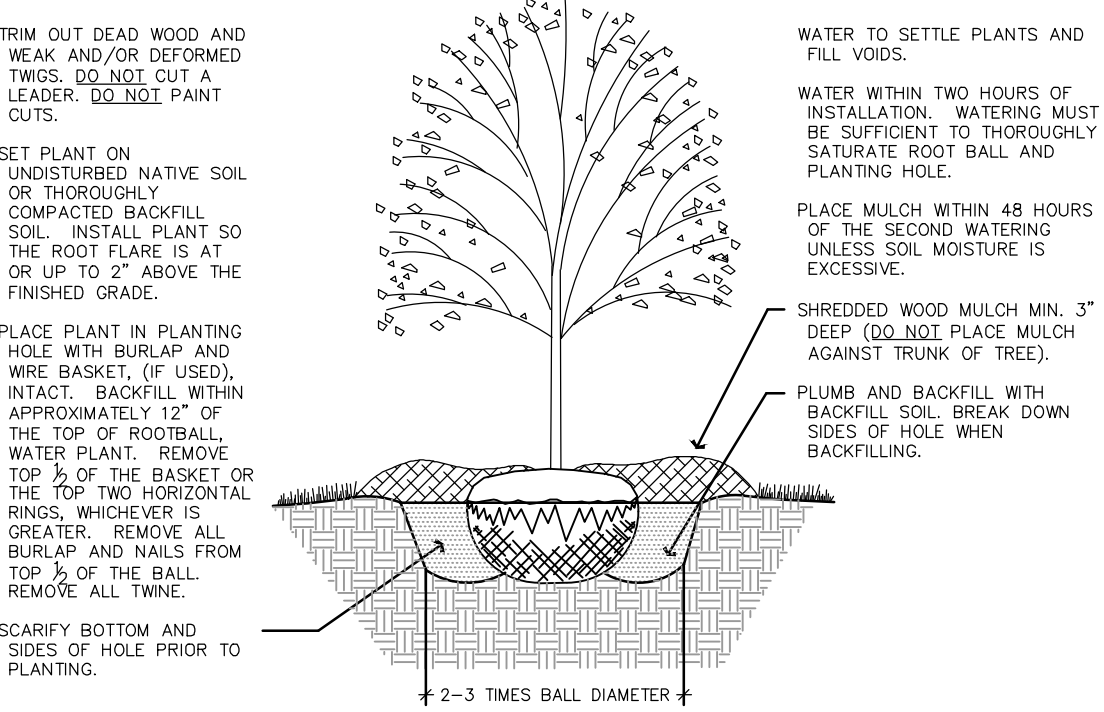
PLANT SCHEDULE				
KEY	COMMON NAME/Scientific name	ROOT	QUANTITY	INSTRUCTIONS
OVERSTORY TREES				
	SUGAR MAPLE/Acer saccharum	3" B&B	47	
	AUTUMN BLAZE MAPLE/Acer x freemanii 'Jeffersred'	3" B&B	37	
	RIVER BIRCH/Betula nigra 'Heritage'	8-10' B&B	46	Clump
	COMMON HACKBERRY/Celtis occidentalis	3" B&B	50	
	THORNLESS HONEYLOCUST/Gleditsia triacanthos var. inermis	3" B&B	34	
	NORTHERN PIN OAK/Quercus ellipsoidalis	3" B&B	24	
	SENTRY LINDEN/Tilia americana 'Sentry'	3" B&B	40	
	NEW HORIZON ELM/Ulmus carpinifolia 'New Horizon'	3" B&B	33	
	SIENNA GLEN MAPLE/Acer x freemanii 'Sienna Glen'	3" B&B	36	
	KENTUCKY COFFEE TREE/Gymnocladus dioicucus	3" B&B	24	
EVERGREEN TREES				
	BLACK HILLS SPRUCE/Picea glauca densata	6' B&B	69	
	NORWAY SPRUCE/PICEA ABIES	6' B&B	71	
	WHITE PINE/Pinus strobus	6' B&B	79	
	BALSAM FIR/Abies balsamea	6' B&B	80	
ORNAMENTAL TREES				
	JAPANESE TREE LILAC/Syringa reticulata	6-8' B&B	52	Clump
	SHOWY MOUNTAIN ASH/Sorbus decora	2.5" B&B	21	
	PRAIRIE FIRE CRAB/Malus 'Prairie Fire'	2.5" B&B	11	
	SERVICEBERRY/Amelanchier laevis	6-8' B&B	41	Clump
	SPRING SNOW CRAB/Malus 'Spring Snow'	2.5" B&B	49	
	PINK SPIRE CRAB/Malus 'Pink Spires'	2.5" B&B	40	
	THORNLESS HAWTHORNE/Crataegus crusgalli	2.5" B&B	19	

- LANDSCAPE NOTES**
- THE LANDSCAPE CONTRACTOR SHALL VISIT THE PROJECT SITE TO BECOME FAMILIAR WITH THE EXISTING CONDITIONS PRIOR TO SUBMITTING A BID.
 - THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT OF PROPOSED PHYSICAL START DATE AT LEAST 7 DAYS IN ADVANCE.
 - THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FIELD VERIFICATION OF ALL EXISTING UTILITY LOCATIONS ON THE PROJECT SITE WITH GOPHER STATE ONE CALL 1-800-252-1166 PRIOR TO COMMENCING WORK. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF EXISTING UTILITIES DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER. NOTIFY THE LANDSCAPE ARCHITECT OF ANY CONFLICTS TO FACILITATE PLANT RELOCATION.
 - GRADING TO BE PERFORMED BY OTHERS.
 - NO PLANT MATERIAL SHALL BE INSTALLED UNTIL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
 - ALL PLANT MATERIAL SHALL MEET THE STANDARDS FOUND IN THE AMERICAN ASSOCIATION OF NURSERYMEN-AMERICAN STANDARD FOR NURSERY STOCK.
 - ALL CONTAINER MATERIAL TO BE GROWN IN THE CONTAINER A MINIMUM OF SIX (6) MONTHS PRIOR TO PLANTING ON SITE.
 - DECIDUOUS AND CONIFEROUS TREES SHALL NOT BE STAKED, BUT THE LANDSCAPE CONTRACTOR MUST GUARANTEE STABILITY TO A WIND SPEED OF 60 M.P.H.
 - THE LANDSCAPE CONTRACTOR SHALL PROVIDE A MINIMUM GUARANTEE OF ONE YEAR ONE TIME REPLACEMENT ON NEW PLANT MATERIALS. GUARANTEE SHALL BE AGREED UPON BY DEVELOPER/BUILDER AND LANDSCAPE CONTRACTOR.
 - THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANTS WHICH ARE DEEMED UNSATISFACTORY BEFORE, DURING OR AFTER INSTALLATION.
 - IF THERE IS A DISCREPANCY BETWEEN THE NUMBER OF PLANTS SHOWN ON THE PLAN AND THE NUMBER SHOWN ON THE PLANT LIST, THE NUMBER SHOWN ON THE PLAN WILL TAKE PRECEDENCE.
 - THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MULCHES AND PLANTING SOIL QUANTITIES TO COMPLETE WORK SHOWN ON THE PLAN. THE LANDSCAPE CONTRACTOR SHALL VERIFY ALL QUANTITIES SHOWN ON THE PLANT SCHEDULE.
 - COMMERCIAL GRADE POLY LAWN EDGING SHALL BE INSTALLED WHERE NOTED.
 - THE LANDSCAPE CONTRACTOR SHALL REPAIR ALL DAMAGE TO THE SITE CAUSED BY THE PLANTING OPERATION AT NO COST TO THE OWNER.
 - THE LANDSCAPE CONTRACTOR SHALL KEEP PAVEMENTS CLEAN UNSTAINED. ALL PEDESTRIAN AND VEHICLE ACCESS TO BE MAINTAINED THROUGHOUT CONSTRUCTION PERIOD. ALL WASTES SHALL BE PROMPTLY REMOVED FROM THE SITE. ANY DAMAGE TO EXISTING FACILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE CODES, REGULATIONS AND PERMITS GOVERNING THE WORK.
 - STORAGE OF MATERIALS OR SUPPLIES ON-SITE WILL NOT BE ALLOWED.

CONIFEROUS TREE PLANTING DETAIL



DECIDUOUS TREE PLANTING DETAIL



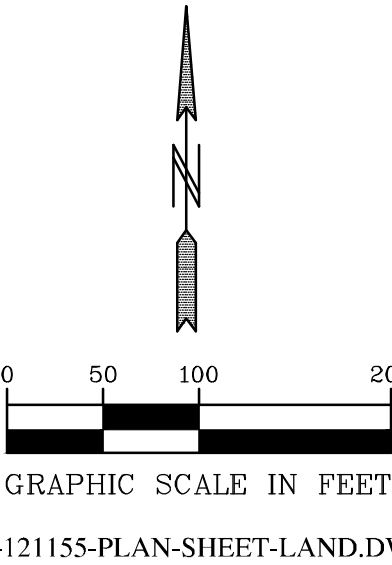
LANDSCAPE DATA:

TREES REQUIRED: 8" PER LOT
PROPOSED LOTS: 239
CALIPER INCHES REQUIRED FOR LANDSCAPE/LOT REQUIREMENT: 1,912"
CALIPER INCHES PROPOSED: 2,367"
1,912" PROPOSED FOR LOT REQUIREMENT, 557.5" FOR LANDSCAPE BUFFERS AND OUTLOTS
371 OVERSTORY (3"), 299 CONIFER (2.5"), 233 ORNAMENTAL (2.5"): 2,443" TOTAL INCHES

EACH LOT HAS A MINIMUM OF 3 TREES WITH AT LEAST 2 TREES IN EACH FRONT YARD.

TREES TO BE PLANTED A MINIMUM OF 5' FROM PROPERTY LINES AND SHALL NOT CONFLICT WITH EXISTING PLANTINGS, SIDEWALKS, OR TRAILS.

ENGINEERING BY SATHRE-BERGQUIST, INC.



To:	Jon Sevald, Planning	From:	Jason Quisberg, Engineering Nick Findley, Engineering Josh Accola, Engineering
Project:	Riverwalk 3 rd Addition	Date:	8/16/2024

Exhibits:

This Memorandum is based on a review of the following documents:

1. Riverwalk 3rd Addition, by Sathre-Bergquist, Inc. dated 07/19/2024, 21 sheets
2. Riverwalk 3rd Addition Final Plat, by Sathre-Bergquist, Inc. undated, 3 sheets
3. Storm design, by Sathre-Bergquist, Inc. Dated 11/8/2022, 2 sheets
4. Riverwalk Development Stormwater Management Plan, by AE2S dated 03/30/2022, 1292 sheets

Comments:General

1. Consistent with the review process, a comment response letter shall be provided in response to the following comments provided in this Memorandum in which the applicant provides a written response to each item.
2. In addition to engineering related comments per these plans, the proposed plans are subject to addition planning, zoning, land-use, and other applicable codes of the City of Dayton.
3. Any underlying easements no longer necessary must be vacated.
4. Update standard details to be most recent set. Coordinate with engineer.

Wetlands

5. Wetland buffer signs required at buffer angle points as well as property lines. Revise to include signs at angles or revised buffer area.

Erosion Control/SWPPP

6. Please append SWPPP to plan set and update as necessary. Last SWPPP was provided 04/19/2022.

Transportation

7. Revise street grading to utilize curves rather than elevation breaks.
8. Kingsview Court includes a vertical curve with a k value substantially outside of the values required for a 30 MPH design speed. Due to the location within the court, it is allowable in the circumstance.

Site Plans

9. Include no parking signs at the entrance of Kingsview Court.

Grading /Stormwater

10. Please provide Hydraflow file to verify SS calculations.
11. Numbering on Hydraflow output diagram does not match plans.
12. Inlet W20 and pipe W20-W14 is not shown on plans but is shown in calculations. Please add to plans or revise modeling.
13. W13-W8 length and slope on plans does not match calculations. Pipe length off by almost 17 feet.
14. Calculations note that W13 is modeled as a "double size sag inlet" but only a single inlet is shown on plans. Why?
15. Drainage swales are required to be at a minimum of 2% and a preferred maximum of 4:1. Revise to ensure this requirement is met and clearly shown on the necessary plansheets.
16. Provide spot elevations along drainage swales at property lines.
17. Various lots do not include spot elevations for highpoints along lot line swales. Revise to include.
18. Lot 1-8 Block 1 does not include grading information near the wetland located along the back of the lots. Provide spot elevations, contours, and other necessary grading information needed to show how drainage is conveyed.
19. Grading within Lot 5 Block 2 shows an 877 spot elevation within 1' of an 878 contour.
20. Lot 5 Block 2 includes a drainage swale with sharp jog to the north. Provide additional information to show that the drainage path follows this alignment or revise to include the additional easement required to cover the swale.
21. Tie street drintile into structures rather than cleanouts where possible.
22. Lot 8-10 block 2 appear to drain to the east towards the neighboring property into an existing swale. Provide additional information regarding the existing swale to ensure that it drains appropriately and not into the neighboring property.

Watermain/Sanitary Sewer

23. Shift gate valve for Kingsview Ct outside of wheel path into cul-de-sac island.
24. The plans currently show tying into the existing raw watermain running along the east of the site. Watermain to tie into the existing domestic watermain located in the same approximate location. Records indicate the existing hydrant is located on the domestic watermain. Revise plans to accurately show existing conditions, tying into the domestic watermain, and proposed plan for existing hydrant.
25. Provide stub pipe from MH E26 into the future phase to allow for easier connection in the future.

End of Comments

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

**RESOLUTION 44-2024
RESOLUTION ACCEPTING 8x4FT PRINTED MESH VINYL BANNER
DONATION FOR THE MOVIE IN THE PARK FROM RPM GRAPHICS .**

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

WHEREAS, Jenny at RPM Graphics donor has offered to contribute an 8X4ft printed mesh vinyl banner worth \$176 for the movie in the park to support the community they serve; and

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

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

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

1. The donation described above are accepted and shall be used to advertise the movie in the park taking place on August 23, 2024.
2. The City Clerk is hereby directed to issue receipts to each donor acknowledging the city's receipt of the donor's donation.

Adopted by the City Council of the City of Dayton on March 19, 2024.

Mayor – Dennis Fisher

Clerk – Amy Benting

**ECONOMIC DEVELOPMENT AUTHORITY
CITY OF DAYTON, MN**

AMENDED AND RESTATED BYLAWS

Adopted by Dayton City Council: , 2024
Adopted by Dayton EDA: , 2024
Amended by Dayton City Council:
Amended by Dayton EDA:

**Amended and Restated Bylaws
of the Economic Development Authority of the City of Dayton**

ARTICLE 1 - THE AUTHORITY

Section 1. Name of Authority. The name of the Authority shall be the “City of Dayton Economic Development Authority” (the “Authority”). Its governing body shall be called the EDA Board of Commissioners (the “Board”). The Board shall be the body responsible for the general governance of the Authority and shall conduct its official business at meetings of the Authority.

Section 2. Seal of Authority. Pursuant to Minnesota Statutes § 469.096, subd. 1, the Authority shall have an official seal. The official seal of the City of Dayton shall also be the official seal of the Authority.

Section 3. Office of Authority. The offices of the Authority shall be the Dayton City Hall.

Section 4. Scope of Authority. All actions of the Authority are subject to limits established by the Amended and Restated Enabling Resolution adopted by the City Council of the City of Dayton on August 12, 2024 (Resolution No. 37 - 2024), which may be amended from time to time, and as provided in Minnesota Statutes, Chapter 469.

ARTICLE 2 - BOARD

Section 1. Number and Appointment of Commissioners. The Board consists of seven (7) members, at least 2 of which shall be members of the City Council, each appointed by the Mayor and approved by the City Council for a term of six (6) years, except the term of any Commissioner who is a member of the City Council shall end when the City Council term of office ends. A Commissioner shall serve until a successor has been appointed and installed.

Section 2. Eligibility. Commissioners shall be members of the Dayton business community, or residents of the City of Dayton with business and/or economic development experience, each with an interest in promoting the economic growth and development of the City of Dayton.

Section 3. Vacancies. Vacancies shall be filled by appointment made by the Mayor and approved by the City Council, and shall be for the unexpired term of the Commissioner who vacated the position.

Section 4. Removal. A Commissioner may be removed by the City Council for inefficiency, neglect of duty, or misconduct in office. Removal shall only be after a hearing by the City Council. A copy of the charges must be given to the Commissioner at least ten (10) days before the hearing. 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 City Council may temporarily suspend the Commissioner. If the City Council finds that such charges have not been substantiated, the Commissioner shall be immediately reinstated. If the

City Council finds that such charges are substantiated, the Commissioner shall be removed. In the event of removal, a record of the proceedings, together with the charges and findings, shall be filed in the office of the City Clerk.

ARTICLE 3 - OFFICERS

Section 1. Officers. The officers of the Authority shall be a President, a Vice-President, a Treasurer, an Assistant Treasurer, and a Secretary. The City Administrator shall serve as the Secretary, Assistant Treasurer and as an ex-officio member of the Board of Commissioners. All officers shall be elected annually by the Authority. The President, the Vice-President, and the Treasurer shall be members of the Board; the Secretary and the Assistant Treasurer need not be members of the Board. No Commissioner may be both President and Vice-President simultaneously and the President and Vice-President shall not hold any other office with the Authority. No Commissioner may be both Treasurer and Assistant Treasurer simultaneously. The President may be any member of the Authority. The office of Assistant Treasurer may be held by the a person other than a Commissioner.

Section 2. President. The President shall preside at all meetings of the Authority, shall sign or countersign all certificates, contracts and other instruments of the Authority as authorized by the Board of Commissioners, except that all checks of the Authority shall be executed by the Dayton Mayor and City Clerk on the Authority's behalf. The President shall make reports to the Board of Commissioners, and shall perform all such other duties as are incident to the office or are properly required of the office by the Board of Commissioners.

Section 3. Vice-President. The Vice-President shall perform the duties of the President in the absence or incapacity of the President; and in case of the resignation or death of the President, the Vice-President shall perform such duties as are imposed on the President until such time as the Board shall elect a new President.

Section 4. Secretary. The Secretary shall issue notice for all meetings, keep minutes of all meetings of the Board, and maintain all records of the Authority. The Secretary shall have charge over the Authority's books, and shall make such reports and perform such other duties as are incident to the office, or are properly required by the Board by resolution.

Section 5. Treasurer. City Staff shall have the care and custody of all funds of the Authority and shall deposit the same in the name of the Authority in such banks or banks as the Board may select. Staff shall prepare financial reports and submit same to the Treasurer for review. Staff shall render to the Treasurer, at least annually (or more often when requested), an account of such transactions and also the financial condition of the Authority. The Treasurer shall convey such report to the Board.

Section 6. Assistant Treasurer. The Assistant Treasurer shall have the powers and duties of the Treasurer in the absence or incapacity of the Treasurer.

Section 7. Additional Duties. The officers of the Authority shall perform such other duties and functions as may from time to time be required by the Board or the bylaws or rules and regulations of the Authority.

Section 8. Vacancies. Should the office of President, Vice-President, Treasurer, Assistant Treasurer, or Secretary become vacant, the Board shall elect a successor from its membership at the next regular meeting, or at a special meeting called for such purpose, and such election shall be for the unexpired term of said officer.

Section 9. Additional Personnel; Executive Director. The Board may from time to time employ such staff, technicians, and experts as it deems necessary to exercise its powers, duties, and functions, including engineering, legal, public accounting, consulting, or other services. The selection and compensation of such personnel shall be determined by the Board. The Community Development Director shall serve as the Executive Director of the Authority. The Executive Director shall handle day-to-day matters of the Authority on behalf of the Authority at the direction of the Board.

Section 10. Signature Authority. The following signature authority shall be authorized for transactions executed under direction of the Board:

- (A) All orders and checks of the Authority for the payment of money shall be executed by the Dayton Mayor and City Clerk on the Authority's behalf.
- (B) The President and the Executive Director shall sign all contracts, deeds, and other instruments made or executed by the Authority, except as otherwise authorized by resolution of the Board.
- (C) The Vice-President shall have the capacity to sign as an alternate officer of the Authority under certain extenuating circumstances such as a lengthy excused absence, vacancy, termination, resignation, incapacitation or death of the President, Treasurer, Assistant Treasurer, or Executive Director. The Vice-President may sign as an alternate for only one absent officer for any Authority matter until the absent officer has returned or a successor is elected to fill the office. The Vice-President may not sign in the capacity of more than one officer for any particular item requiring more than one signature.
- (D) For purposes of definition, "lengthy excused absence" is defined as "a period, usually significant in length, during which an officer is away and/or unable to fulfill the officer's role within the Authority leading to the potential for business issues of the Authority to be delayed and/or deadlines to be missed."

ARTICLE 4 - MEETINGS

Section 1. Regular Meetings. The Board may hold regular meetings according to a meeting schedule, if any, adopted or revised from time to time by the Board, and shall hold at least one regular meeting every other month. The Board shall approve the annual meeting dates for the

following year at the last meeting of the calendar year, which shall be published as required by the Minnesota Open Meeting Law.

Section 2. Special Meetings. Any rescheduled Regular Meeting shall be a Special Meeting, for which notice shall be posted as required by the Minnesota Open Meeting Law. Any other Special Meeting of the Board may be called by the President or any two Commissioners for the purpose of transacting any Authority business designated in the call by the President or two Commissioners. Notice of any special meeting shall be posted and/or published as is required by the Minnesota Open Meeting Law. At any Special Meeting, no business shall be considered other than as designated in the Notice.

Section 3. Quorum. The powers of the Authority shall be vested in the Board. Four (4) Commissioners shall constitute a quorum for the purpose of conducting the business and exercising the powers of the Authority and for all other purposes, but a smaller number may adjourn from time to time until a quorum is obtained. When a quorum is in attendance, action may be taken by the Board upon a vote of a majority of the Commissioners present.

Section 4. Order of Business. At the regular meetings of the Board the following shall be the order of business:

1. Call to Order
2. Approval of agenda
3. Consent Agenda
 - a. Approval of the minutes of previous meeting
4. Open Forum
5. Old business
6. New business
7. Staff and Board Updates
8. Adjourn

Section 5. Adoption of Resolutions. Resolutions of the Board shall be deemed adopted if approved by not less than a simple majority of all Commissioners present, unless a different requirement for adoption is prescribed by law. At the request of any Commissioner, a resolution may be read aloud prior to voting on that resolution. If a resolution is not read aloud, the title of the resolution must be read aloud prior to voting on that resolution. Voting on resolutions shall be by voice vote.

All resolutions shall be written and shall be executed after passage. The Secretary shall retain resolutions in the journal of the proceedings.

Section 6. Rules of Order. The meetings of the Board shall be governed by the most recent edition of *Robert's Rules of Order*.

ARTICLE 6 – MEETINGS, EXPENSES, AND ATTENDANCE

Section 1. Reimbursements. Commissioners and offices shall be entitled to reimbursement for all reasonable travel and related expenses incurred in the performance of duties on behalf of the Authority. Expenses that are eligible for reimbursement shall be the same as are approved for the City by the Dayton City Council. Requests for reimbursements shall comply with the policies and procedures approved for the City by the Dayton City Council.

Section 2. Compensation. Commissioners shall be compensated for attendance at regular and special meetings of the Authority. Such compensation shall be set by the Dayton City Council by separate resolution.

Section 3. Meeting Attendance. The Executive Director shall report to the Dayton City Council the absence of a Commissioner from any three regular Authority meetings in a calendar year, with a recommendation that the Commissioner be removed from the Board.

ARTICLE 7 - MISCELLANEOUS

Section 1. Amendments to Bylaws. The bylaws of the Authority shall be amended only by resolution approved by at least four (4) of the members of the Board. Amendments to the Bylaws must be approved by the City Council of the City of Dayton before becoming effective.

Section 2. Review, Approval of Board Applications. Applications or letters of interest for open seats on the Authority shall be reviewed by the City Council. The City Council has the sole authority to appoint Commissioners to the Board.

Section 3. Finance and Administration.

- (A) The monies of the Authority shall be deposited in the name of the Authority in official depositories of the City of Dayton.
- (B) The fiscal year of the Authority shall coincide with the fiscal year of the City of Dayton.
- (C) The Authority shall prepare an annual budget projecting anticipated expenses and sources of revenue. Said report shall be prepared and submitted to the City of Dayton by August 1 of each year. The Authority shall follow the budget process established by the Dayton City Council for the departments of the City of Dayton.
- (D) The books and financial records of the Authority shall be kept and maintained at the City Hall for the City of Dayton.
- (E) The Authority shall have available for the City's auditor a summary of the preceding year's revenues and expenditures, within six (6) months after the close of the fiscal year.

ATTEST:

CITY OF DAYTON:

Mayor

City Clerk

Date: _____

**CITY OF DAYTON ECONOMIC
DEVELOPMENT AUTHORITY:**

President

EDA Secretary

Date: _____

ITEM:

Approval of Resolution 41-2024, Appointing Dave Anderson to EDA

PREPARED BY:

Jon Sevald, Community Development Director

POLICY DECISION / ACTION TO BE CONSIDERED:

Motion to appoint David Anderson to the EDA, for the term expiring December 31, 2025.

BACKGROUND:

The EDA consists of seven members approved by the City Council. Five members shall be members of the Dayton business community or residents of the City of Dayton with business and/or economic development expertise. EDA community members serve six-year terms, beginning January 1.

EDA member Jim Bege resigned effective December 31, 2023 for a term expiring December 31, 2025. The City posted the vacancy on its website, receiving one application.

COMMISSION REVIEW / ACTION (IF APPLICABLE):

The EDA discussed at its August 20, 2024 meeting, recommending Approval.

RECOMMENDATION:

Staff requests direction.

ATTACHMENT(S):

EDA Application, David Anderson

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

RESOLUTION 41-2024

**APPOINTING DAVID ANDERSON
TO THE DAYTON ECONOMIC DEVELOPMENT AUTHORITY**

WHEREAS, the City of Dayton Economic Development Authority (EDA) consist of seven persons appointed by the Mayor with the approval of the Dayton City Council. Five Commissioners shall be members of the Dayton business community [or residents of the City of Dayton with business and/or economic development experience] each with an interest in promoting the economic growth and development of the City of Dayton; and, the Dayton City Council shall choose two of its members to serve as commissioners; and,

WHEREAS, the Community Commissioners shall be appointed each to a six-year term, commencing January 1 of the year appointed, and terminate on December 31 of the sixth year following appointment; and,

WHEREAS, Community Commissioner Jim Berge resigned effective December 31, 2023 for a term expiring December 31, 2025. The City posted the vacancy on its website; and,

WHEREAS, David Anderson applied for the EDA vacancy, and is a resident of Dayton with business experience; and,

WHEREAS, the EDA considered the matter at its August 20, 2024 meeting, recommending David Anderson be appointed to the EDA; and,

NOW THEREFORE, BE IT RESOLVED, that the Dayton City Council appoints David Anderton to the City of Dayton Economic Development Authority for a term expiring December 31, 2025.

Adopted by the Dayton City Council this 27th Day of August, 2024.

Dennis Fisher, Mayor

ATTEST:

Amy Benting, City Clerk

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

PRESENTER: Marty Farrell

ITEM: Approval of Quote from Minnesota Equipment for purchase of 72" slit seeder for \$16,041.26.



PREPARED BY: Marty Farrell

POLICY DECISION / ACTION TO BE CONSIDERED: Purchase of slit seeder from Minnesota Equipment.

BACKGROUND: This is a new edition to the turf maintenance equipment fleet. Staff have been using a seeder borrowed from the City of Corcoran as part of the equipment sharing program. What we have found is that we use the equipment frequently, particularly in the Spring for overseeding from winter kill, and Fall for dormant seeding from drought conditions. This is also when other communities need to use the equipment the most, which leads to seeding later than preferred in the seeding times. Access to our own piece of equipment that will be used as

frequently as this would help staff to plan schedules, provide flexibility and get a better chance of project success

CRITICAL ISSUES: Seeding at optimum timing for success.

BUDGET IMPACT: CIP budgeted \$15,000 for 2024, actual cost of the slit seeder is \$16,041.26 over budget by \$1,041.26. Staff will advertise the 1998 Land Pride Mower for sale to reduce the over budget impact.

RECOMMENDATION: To approve the purchase of the slit seeder from Minnesota Equipment.

ATTACHMENT(S): Cost comparison sheet, quotes from Farm Rite, and Minnesota Equipment.

2024 Slit Seeder Purchase			
Item Description		Farm Rite	MN Equipment
Base Unit		\$ 18,500.00	\$ 16,041.26
Trade in 1998 Land Pride Mower		\$ (2,500.00)	\$ -
Freight and set up		\$ -	
		\$ 16,000.00	\$ 16,041.26
Total Purchase Price		\$ 16,000.00	\$ 16,041.26
CIP Budget			
CIP Budgeted	\$ 15,000.00		
Low Bid	\$ 16,041.26		
Over Budget	\$ 1,041.26		


bobcat

Toll Free 888-679-4857

Fax Transmission Form

Farm-Rite Equipment

West Hwy. 12 Box 26
Dassel, MN 55325
Phone: 320-275-2737
FAX: 320-275-3232

TO Dan Dehn City of Dayton
FAX ddehn@cityofdaytonmn.com
DATE 8-19-2024
612-979-8122

DAN
Price quote as requested
on 6' slit seeder I
will follow up.

Thank You
Tim

FARM-RITE EQUIPMENT, INC. **Bobcat.**

US Hwy. 12 W. P.O. Box 26
Dassel, MN 55325
320.275.2737 or 888.679.4857
320.693.6929 (home)
support@farmriteequip.com (email)

TIM COX
Sales Manager
Sales - Service - Parts - Rental

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bobcat

Fax Transmission Form Farm-Rite Equipment

Toll Free 888-679-4857

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Dassel, MN 55325
Phone: 320-275-2737
FAX: 320-275-3232


TO Dan Dehn City of Dayton

FAX ddehn@cityofdaytonmn.com

DATE 8/9/2024
612-979-8122


1-new Land Pride OS 1572



6' Slit seeder


w/Freight Sale price \$18,500⁰⁰


1- TRADE 1998 LandPride



Flex Mower 11'

#243278

-2500⁰⁰


FARM-RITE EQUIPMENT, INC. Bobcat.

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Dassel, MN 55325
320.275.2737 or 888.679.4857
320.693.6929 (home)
support@farmriteequip.com (email)

TIM COX

Sales Manager

Sales - Service - Parts - Rental



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Quote Summary

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

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

Quote Id: 30502966
 Created On: 08 March 2024
 Last Modified On: 20 August 2024
 Expiration Date: 30 September 2024

Equipment Summary	Selling Price	Qty	Extended
LANDPRIDE 72" SLIT SEEDER -W/ ROLLER DRIVE AND FRONT ROLLER	\$ 16,041.26 X	1 =	\$ 16,041.26
Equipment Total			\$ 16,041.26

Quote Summary

Equipment Total	\$ 16,041.26
DOT	\$ 0.00
Delivery	\$ 0.00
License	\$ 0.00
SubTotal	\$ 16,041.26
Est. Service Agreement Tax	\$ 0.00
Total	\$ 16,041.26
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 16,041.26

Salesperson : X _____

Accepted By : X _____

Confidential



Selling Equipment



Quote Id: 30502966

Customer: CITY OF DAYTON

LANDPRIDE 72" SLIT SEEDER -W/ ROLLER DRIVE AND FRONT ROLLER				
Hours:		0		
Stock Number:				
Code	Description	Qty	Unit	Selling Price
1		1	\$ 15,301.26	\$ 16,041.26
				Extended
				\$ 15,301.26
Other Charges				
	Freight	1	\$ 200.00	\$ 200.00
	Setup	1	\$ 540.00	\$ 540.00
	Other Charges Total			\$ 740.00
	Suggested Price			\$ 16,041.26
Customer Discounts				
	Customer Discounts Total		\$ 0.00	\$ 0.00
Total Selling Price				\$ 16,041.26

ITEM:

Concept Plan, 11085 French Lake Road (Holland)

APPLICANT/PRESENTERS:

Nathan Fair, Team Fair

PREPARED BY:

Jon Sevald, Community Development Director

BACKGROUND/OVERVIEW:

The property is zoned A-1 Agricultural and is guided Existing Sewered Low Density Residential (1.18 units per acre). If redeveloped, it is intended to pursue a Comprehensive Plan amendment to allow higher density.¹

The Concept Plan includes 15 single-family lots. The project is 7.13 acres on two parcels. The western 2.37 acre parcel is in Dayton, and the eastern 4.76 acres is in Champlin. The project includes a Ghost Plat suggesting how parcels to the east and west could be developed. Specific to the Dayton parcel, the project includes two lots and a stormwater pond serving the larger project.

The Concept Plan is an extension of the adjacent *Reserve at Elm Creek* (Champlin), which is a Planned Unit Development (PUD). As a PUD, the intent is to allow deviations from City Code requirements in exchange for a public benefit (e.g. smaller lot sizes in exchange for preserved open space).² The Applicant has not indicated the intended zoning, or if a PUD, what the public benefit is. The two lots are similar to Dayton's R-1 district. Deviations from R-1 include reduced lot area (from 15,000 sq ft to 10,467 sq ft) and reduced front yard setbacks (from 30' to 25'). The R-3 district was intended to replace PUD's. The R-3 minimum lot size is 6,500 sq ft, 62' average lot width (detached single-family) and requires several amenities from a menu.³

The adjacent parcels in *The Reserve at Elm Creek* include varying lot sizes, generally a minimum of 75' X 125' lots.

CRITICAL ISSUES:

PUD If a PUD, are there any public benefits requested by the city? Example, buffer/conservation easement along Co Rd 121, designing the stormwater pond as an amenity (more natural shape than a rectangle).

Access The west ghost plat includes access onto Co Rd 121 but does not provide sufficient vehicle stacking. Redesign may affect the concept plan layout.

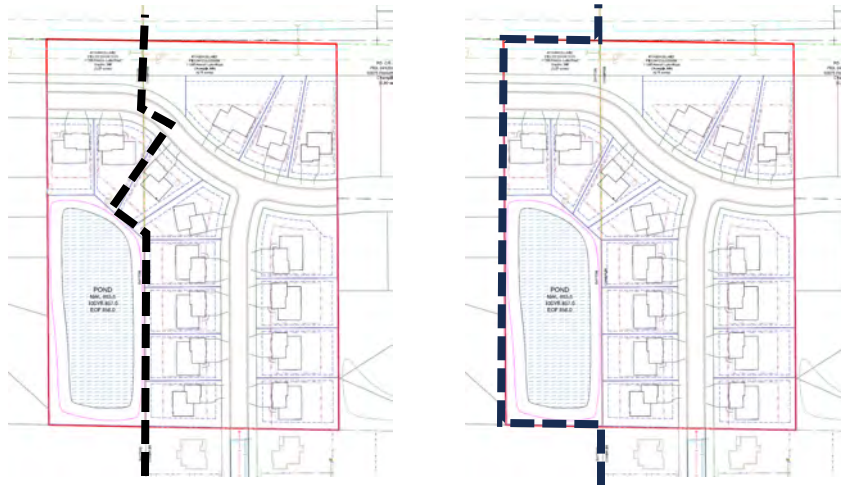
¹ 2040 Comprehensive Plan, Table 3 (Land Use Categories; Existing Sewered Low Density Residential).

² City Code 1001.10, Subd 1 (Purpose).

³ City Code 1001.05, Subd 5 (Single-Family Attached and Detached District (R-3)).

JPA Public infrastructure will cross city boundaries. A Joint Powers Agreement (JPA) is needed to detail which city is responsible for what services (e.g. snow plowing, street maintenance, stormwater maintenance).

Annexation As drawn, lot lines cross city boundaries. If the cities are agreeable, a Municipal Boundary Adjustment should occur (detachment from one city and annexation by another). Boundary Adjustments may be approved by the Minnesota Office of Administrative Hearings.



60/120-DAY RULE (IF APPLICABLE):

	60-Days	120-Days
Concept Plan	Sep 9, 2024	Nov 8, 2024

RELATIONSHIP TO COUNCIL GOALS:

Build Quality Infrastructure
Planning Ahead to Manage Thoughtful Development
Preserving our Rural Character
Create a Sought After Community

RECOMMENDED ACTION:

No Action is necessary. Councilmembers should provide individual comments, particularly regarding adjusting city boundaries.

PLANNING COMMISSION RECOMENDATION:

The Planning Commission conducted a Public Hearing on August 1, 2024. Summary of comments:

- Needs second access onto Co Rd 121 on Champlin side.
- Add berm & landscape buffer along Co Rd 121.
- Ghost plat does not include vehicle stacking space.
- Move half of pond onto Champlin side. The pond has no benefit to Dayton.
- Property lines should follow city boundaries.

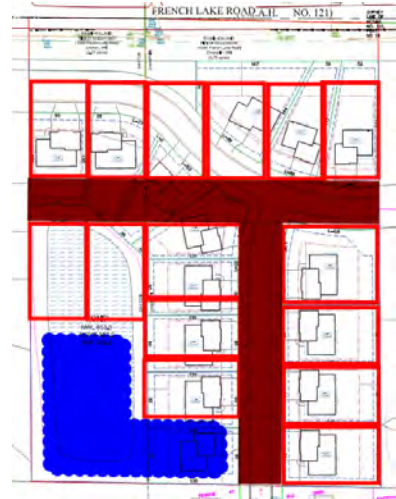
During the Public Hearing, three residents spoke, primarily concerned with the amount of homes accessing Co Rd 121 at one location (Brookside Trail).

STAFF RECOMMENDATION:

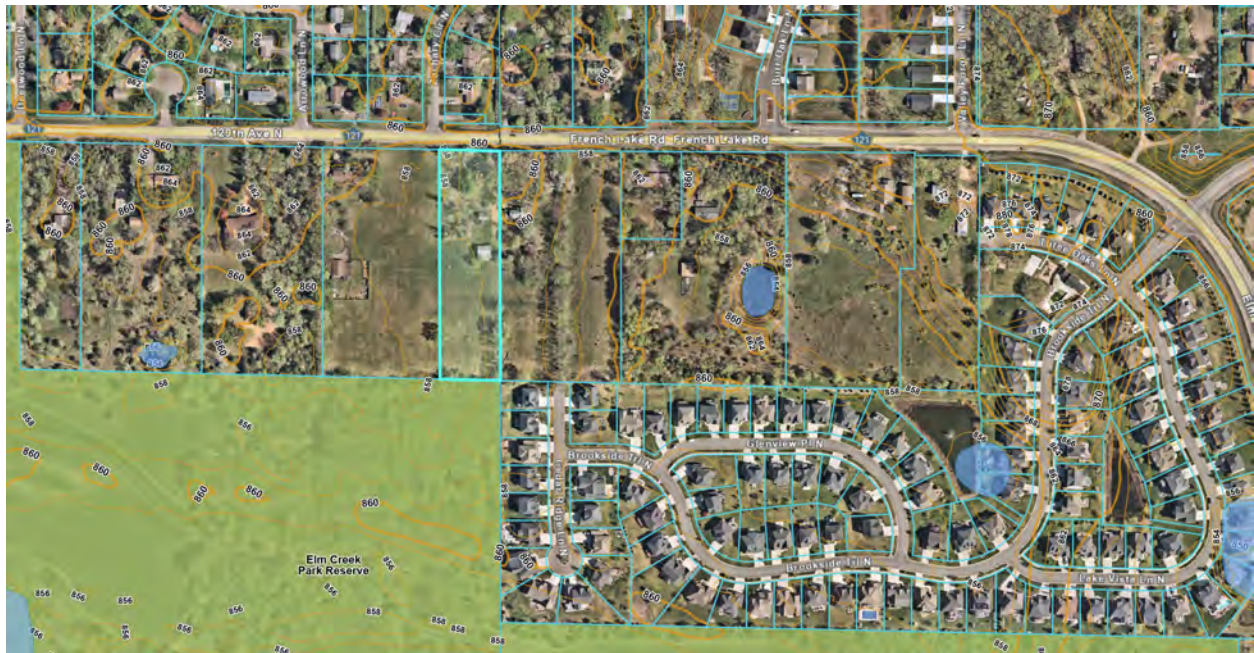
If a PUD, consider a 30'-35' conservation easement along Co Rd 121. Consider aligning lots such that they do not cross city boundaries.

ATTACHMENT(S):

Aerial Photo
Site Photos
Concept Plan
Engineering Memo, July 22, 2024



AERIAL PHOTO



SITE PHOTOS



11085 French Lake Road, looking southeast (July 27, 2024)



11085 French Lake Road, looking south. City boundary about aligns with left edge of driveway (July 27, 2024).



11085 French Lake Road, looking north from SW corner of property (July 27, 2024)

FRENCH LAKE RD)

FRENCH LAKE ROAD A.H. NO. 121)

Bruce & Elizabeth Ebner
PID: 2312022410002
11221 129th Ave N
Dayton, MN
(4.57 acres)

RYAN HOLLAND
PID: 2312022410001
11085 French Lake Road
Dayton, MN
(2.37 acres)

RYAN HOLLAND
PID: 2412022320004
11085 French Lake Road
Champlin, MN
(4.76 acres)

PD CR Myers
PID: 2412022320003
10975 French Lake Road
Champlin, MN
(0.90 acres)

Mark & Sarah Gustafson
PID: 2412022320007
10951 French Lake Road
Champlin, MN
(5.66 acres)

POND
NWL 853.5
100YR 857.0
EOF 858.0

GHOST PLAT

Notes:

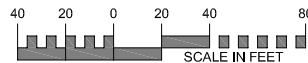
Lot Count - 15
Proposed Zoning: R-1
Min Lot Width - 80' (81' for this plan)
Min Lot Depth - 120'

Fysb - 25'
Sysb - 10'
Rysb - 30'
Cmr- 25'

60' ROW (31' b-b street)
CDS - 60'R (curb 45.5'R)

Site Area: 207,497 sf (4.76 ac)

Gross Density: 15/4.76 = 3.15 u/ac



EXISTING UTILITIES SHOWN ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ANY AND ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES ARISING OUT OF HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL EXISTING UTILITIES.

DRAWING NAME	NO.	BY	DATE	REVISION
XXX	1			
DRAWN				
XXX				
CHECKED				
XXX				
DATE				
XX/XX/XX				

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Name, P.E. _____
Date: _____ Lic. No. _____



SATHRE-BERGQUIST, INC.
14000 25TH AVE N #120 PLYMOUTH, MN. 55447 (952) 476-6000

CITY PROJECT NO.

--

CHAMPLIN,
MINNESOTA

CONCEPT PLAN 07/09/24

HOLLAND PARCEL

TEAM FAIR

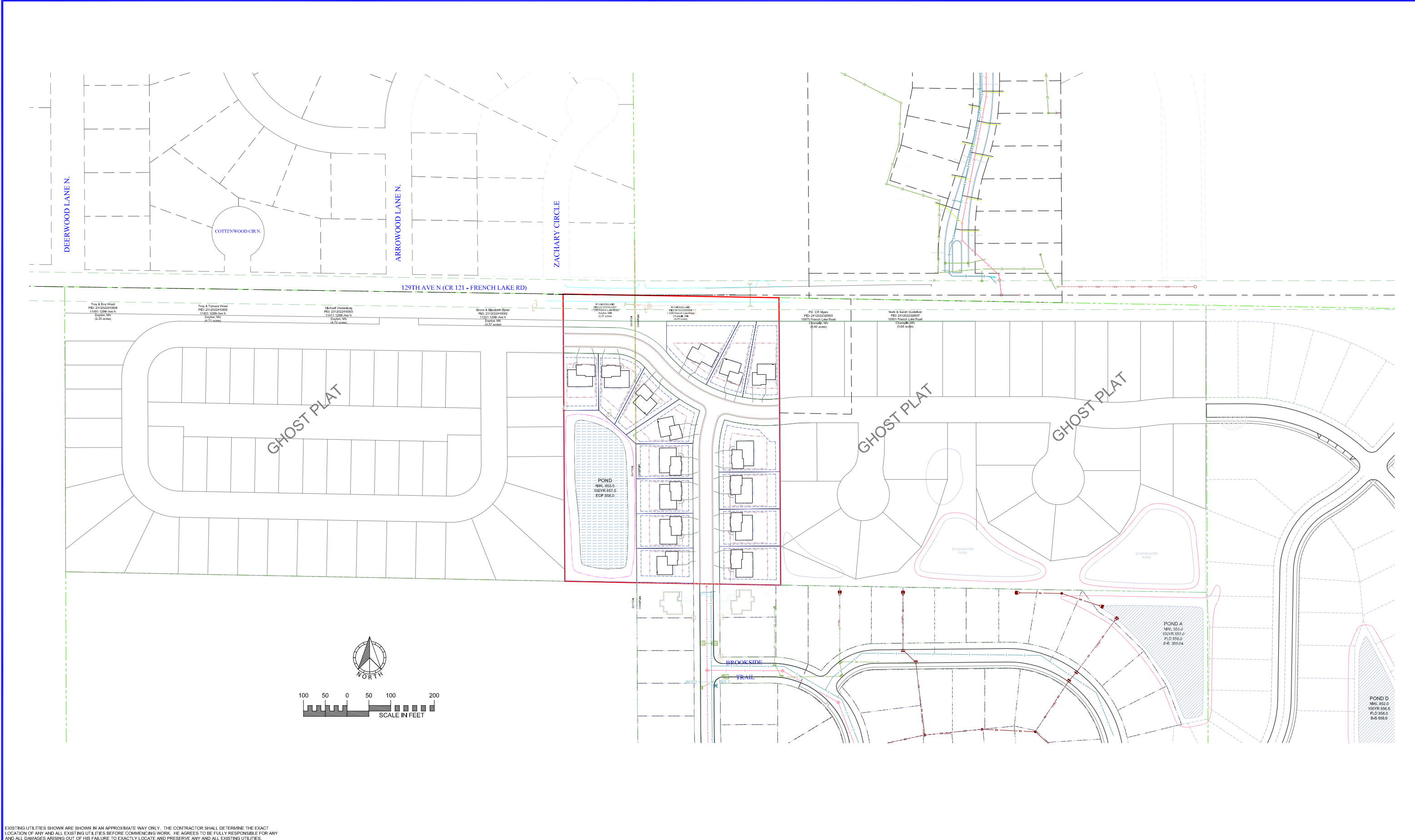
FILE NO.

49368-073

X

163

X



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DRAWING NAME	NO.	BY	DATE	REVISION
XXX	1			
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XXXXXX				

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Name, P.E. _____ Lic. No. _____
Date: _____



SATHRE-BERGQUIST, INC.
14000 25TH AVE N #120 PLYMOUTH, MN. 55447 (952) 476-6000

CITY PROJECT NO.

CHAMPLIN, MINNESOTA

OVERALL CONCEPT PLAN
HOLLAND PARCEL
TEAM FAIR

FILE NO.
49368-073
X
X

To:	Jon Sevald, Planning	From:	Jason Quisberg, Engineering Nick Findley, Engineering
Project:	Holland Concept	Date:	July 22, 2024

Exhibits:

This Memorandum is based on a review of the following documents:

1. Holland Parcel Concept Plan, dated 7/9/24 by Sathre-Bergquist, Inc., 1 sheet.
2. Holland Parcel Overall Ghost Plat, undated by Sathre-Bergquist, Inc., 1 sheet

Comments:General

1. The concept reviewed comprises a total area of 4.76 acres including 15 lots and located south of 129th Ave N (Co Rd 121) on the border of Dayton and Champlin. This property is rectangular shaped, running 490 ft along 129th Ave and 625 ft south of 129th Ave. This entire area covers 37.8 acres; 4.76 acres comprising the concept plan and the remaining 33 acres identified as a Ghost Plat located on both sides of the concept plan site with 78 lots.
2. In general, with the proposed site being in both the City of Dayton and the City of Champlin there will have to be discussions on a variety of items. This includes design standards, utility (storm, watermain, and sanitary sewer) ownership/maintenance, street ownership/maintenance, and other relevant items.
3. These review comments are essentially very high level; the concept plan provides little detail beyond the street locations and individual lots. Ultimately, a complete plan submittal will be required, providing site plans that include street and roadway details, grading and drainage plans, water and sewer utilities, a preliminary plat, and other detailed plans as required by the City. Existing easements and any planned or proposed easements, including conservation easements should be identified, and, if present, the layout adjusted accordingly. New easements for utilities, stormwater detention, and other improvements will all be needed as well.
4. Consistent with the review process, a comment response letter shall be provided in response to the following comments provided in this Memorandum in which the applicant provides a written response to each item.
5. In addition to engineering related comments per these plans, the proposed plans are subject to addition planning, zoning, land-use, and other applicable codes of the City of Dayton.
6. Final approval by the Elm Creek Watershed Management Commission must be attained before any site grading or activity may commence.
7. For any site activity (demo, grading, utilities, etc.) no closures or restrictions of any kind shall be imposed upon the public use of 129th Ave without the City's permission. Should

any lane restrictions be necessary, the Contractor shall notify the City at least 48 hours in advance and provide a Traffic Control Plan.

8. Any underlying easements no longer necessary must be vacated.
9. Outlots shall be covered by drainage and utility easements.

Layout

10. The Dayton portion of the development is limited to 2 (of 15) homes, and a storm water pond, which primarily benefits the City of Champlin. It seems the development could be configured to better distribute the development and stormwater feature between the two cities.
 - o For example, maintain the east-west street a sufficient distance off of CR-121 to accommodate lots the entire width of the development, including four lots (two south facing, two north facing) within the Dayton parcel. The pond could be shifted south/south east as needed to accommodate.
11. A street stub, for future extension to the west, is shown. This is preferred. We would typically require a 32' road in a 60' right-of-way; however, being the majority of the proposed road is in Champlin, if deviation for Dayton standards is desired for consistency, requiring Champlin standards could be considered.
12. The ghost plat document appears to indicate a connection to 129th Ave N. This has not been evaluated as a part of this submittal and will be revisited when the access is proposed. Accesses utilizing 129th Ave are also subject to approval by Hennepin County and may require applicable permitting.
13. It is anticipated Hennepin County will require additional right of way along 129th Ave.

Erosion Control/SWPPP

14. A MPCA/NPDES construction stormwater permit is required for the site. Sediment and erosion control plans shall be consistent with the general criteria set forth by the most recent versions of the Minnesota Stormwater Manual and the NPDES Construction site permit.

Grading /Stormwater

15. It appears the stormwater pond may be oversized. This could be acceptable, however, additional expansion within the Dayton parcel reduces the lots that can be created within this parcel. It seems the pond should be located to balance impact to either city, that is distribute the pond footprint to, generally, align with the proportion of lots within each parcel.
16. A complete stormwater management plan shall be included in the preliminary plat application. The Stormwater Management Plan should follow Dayton and MPCA stormwater rules and regulations. The reports should include rate control for the 2-,5-,10-,100-year 24-hour MSE 3 rainfall events. Dayton requires load reduction achieved by abstracting 1.1 inch from net new impervious or no net increase in TP or TSS, whichever is lower. In addition, a complete grading and drainage plan must be provided, showing how the street, lots, and ponding areas are proposed to be graded. Information must also be provided showing all high-water levels, proposed building floor elevations, and other critical features. In addition, a stormwater application with the Elm Creek

Watershed will be required. The applicant shall assure that stormwater management devices are provided to meet City of Dayton and Elm Creek Watershed standards.

17. Overall runoff and drainage related to this development will overlap with adjacent properties. The stormwater management plan must show how runoff and detention areas between properties and phases are being routed and accounted for in an overall plan. In other words, the stormwater management plan must address runoff and discharge from both a local (this development) and a regional approach that includes, the neighboring properties in all directions, 129th Ave, and Cedar Ridge Lane N.
18. The maintenance of stormwater detention areas will also need to be defined.
19. Maintenance, including irrigation of any common areas shall be discussed. The reuse of water for irrigation purposes is highly encouraged.
20. Any ponds or detention areas shall have a 10' access around pond with appropriate grading for access by maintenance vehicles.
21. A Hydrocad report shall be submitted for complete stormwater review.
22. The existing conditions is defined as the land cover prior to the introduction of agricultural land in Dayton. The existing model should incorporate pre-agricultural land values as referenced in the stormwater manual. A CN value of 58 shall be used in HSG B soils and a CN of 32 shall be used in HSG A soils for existing condition analyses 72 for HSG C and 79 for HSG D, off-site existing may be modeled as currently developed.
23. Upon further design, low floors adjacent to ponds/wetlands/other depressions must have 2 foot of freeboard above the modeled 100-yr high water level (HWL). This includes offsite low and depression areas adjacent to this site.
24. The City of Dayton's Local Surface Water Management plans requires that the storm sewer system must be designed to handle a 10-year event.
25. Preliminary indications show the potential wetlands and/or other environmentally sensitive features in the overall site area. This should be verified and addressed as needed, including a wetland delineation report. Should impacts be identified, submittal/approval of a mitigation plan will be required. Wetland buffers are required to be signed per City of Dayton Detail Gen-10.
26. Grading shall allow adequate areas for buffering along 129th Ave. It is anticipated that the grading will tie into existing conditions using consistent and smooth transitions.
27. For the preliminary plat application, a complete grading plan shall be provided which includes proposed grades, elevations at lot corners, identification, and labeling of all emergency overflow elevations (EOF's), identification of proposed grades and all drainage swales, and any other topographic information relevant to site design. Maximum driveway slopes shall be no greater than 10% with minimum 2% drainage maintained throughout the development.
28. A City of Dayton Land Disturbance Permit will be required.

Watermain/Sanitary Sewer

29. Sewer and water service provider should be discussed. Dayton utilities are available along, the Dayton portion of, CR-121. However, it may be more efficient to service the

entire development through Champlin (or Dayton). If cross-community service is incorporated, and JPA, or other agreement, should be coordinated.

End of Comments

ITEM:

Discussion on Implementing Term Limits for Commission Members

PREPARED BY:

Zach Doud, City Administrator

POLICY DECISION / ACTION TO BE CONSIDERED:

Provide feedback on whether to adjust current city code on term limits for commission members.

BACKGROUND:

At the July 23rd, 2024 council meeting there was a request by Councilmember Trost to discuss commission term limits for all commissions under the Dayton City Council. Based on current practices of the City Staff, we do not take direction from one single councilmember as it can lead to hours of staff time spent on an item that only one member of council is looking to implement.

At the August 12th, 2024 two other councilmembers asked if we could look into term limits after it was rediscussed during council updates. Based on this direction from more than one council member, staff began to look at what it would take to adjust code to add term limits for commission members.

Staff was able to get some information from surrounding cities to provide some context for council to make a more educated decision. Now we know that our city is different than other cities and we need to make our own decision but its always informative to know what our neighbors are doing. They are as follows:

Elk River – No Term Limit

Rogers – Yes, They have 3 term limit of 3 years each so a total of 9 years.

Albertville - No Term Limit

Otsego - No Term Limit

Champlin - No Term Limit

Big Lake - No Term Limit

Monticello - No Term Limit

Andover - No Term Limit

Blaine - Yes, They have 2 term limit of 3 years each so a total of 6 years, however the council can waive the term limit by a unanimous vote of the council.

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 does not have a recommendation on whether to amend code for term limits.

ATTACHMENT(S):

None

ITEM:

Interim Use Permit, Home Extended Business 13551 Norwood Lane (Yancy)

APPLICANT/PRESENTERS:

Nathan & Meghan Yancy

PREPARED BY:

Jon Sevald, Community Development Director

BACKGROUND/OVERVIEW:

The Applicants propose to build a 32' X 48' (1,536 sq ft) Accessory Building for use as a garage and a homeschool cooperative (co-op). The co-op will be staffed by two teachers and will serve 24 students (five families + the applicant's children), age 7-14. The co-op will operate Mondays, Tuesdays, and Thursdays, 9:00 am – 1:00 pm. Students will be picked up & dropped off by parents. The Accessory Building will be located in the south side yard (previously planned north of the house). The house is set back about 90'-100' from the south property line. The lot is 2.11 acres.

The co-op currently operates at the Applicant's property at 15520 Lawndale Lane. The Applicants plan to move to the Norwood Lane property.

CRITICAL ISSUES:

Location. Home Extended Businesses require a minimum 100' setback from adjacent homes.¹ This leaves about 55' of the south side yard to fit the building.

Occupancy. The Resolution does not limit the number of students. Staff's intent is that this be limited according to maximum occupancy allowed by Building Code, to be determined during permit review.

COMMISSION REVIEW / ACTION (IF APPLICABLE):

Motion to Approve an Interim Use Permit for a Home Extended Business.

60/120-DAY RULE (IF APPLICABLE):

	60-Days	120-Days
Interim Use Permit	Sep 10, 2024	Nov 8, 2024

RELATIONSHIP TO COUNCIL GOALS:

Create a Sought After Community

BUDGET IMPACT:

N/A

¹ City Code 1001.13, Subd 4(2) (c) *The home Extended Business shall be set back a minimum of 100 feet from any dwelling, other than that of the subject property.*

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission conducted a Public Hearing on August 1, 2024, recommending Approval.

During the Public Hearing, several residents expressed concerns about [summarized] parking, screening, noise, and having a business in a residential neighborhood.

STAFF RECOMMENDATION:

Staff recommends Approval.

ATTACHMENT(S):

Aerial Photo

Site Photo

Resolution

Applicant's Narrative

Site Plan & Elevation

City Code 1001.13 (Home Occupations)

Comments; C.Johnson, July 24, 2024

AERIAL PHOTO



SITE PHOTO



13551 Norwood Lane (photo July 24, 2024).

CITY OF DAYTON
COUNTIES OF HENNEPIN AND WRIGHT

STATE OF MINNESOTA

RESOLUTION 42-2024

**APPROVAL OF AN INTERIM USE PERMIT FOR A HOME EXTENDED BUSINESS,
LOCATED AT 13551 NORWOOD LANE**

WHEREAS, Nathan and Meghan Yancy (Applicants) request an Interim Use Permit for a Home Extended Business to be located at 13551 Norwood Lane, legally described as:

PID: 14-120-22-32-0014
Lot 6, Block 4, Park View Estates

WHEREAS, the property is zoned R-2 Single Family, and guided Existing Unsewered Residential in the 2040 Comprehensive Plan; and,

WHEREAS, Dayton City Code 1001.13 regulates Home Occupations, requiring an Interim Use Permit for those Home Occupations that typically involve more significant elements of commercial-type activity that may have a minimal effect on the surrounding neighbors. This accessory use may be allowed if the use meets all the criteria stated in City Code 1001.13, Subd 3 (General Provisions); and,

WHEREAS, a Public Hearing Notice was published by THE PRESS on July 18, 2024, and mailed to property owners within 500' of the subject property. A Public Hearing was held by the Planning Commission on August 1, 2024. The Planning Commission recommended Approval of the Interim Use Permit; and,

WHEREAS, Dayton City Code 1001.23, Subd 1(e) requires that the City Council shall find that conditions can be established to ensure all of the following criteria will always be met (*Findings in italics*):

FINDINGS

1. The proposed use is consistent with the Comprehensive Plan and the purpose of the underlying zoning district.

Finding: *The proposed IUP is consistent with the R-2 district, with issuance of an Interim Use Permit. The IUP is consistent as a Home Business, consistent with the following:*

2040 Comprehensive Plan

Chapter 5 – Land Use

Commercial Land Uses

Goal 12: Expand and diversify the City's tax base by encouraging new commercial development that complements the residential areas of Dayton.

Policy 7: Allow home businesses provided that they are accessory to the residential use, adhere to the Zoning Ordinance, and do not negatively impact nearby properties.

2. The proposed use will not substantially diminish or impair property values within the immediate vicinity of the subject property.

Finding: *There is no evidence that the IUP will have any affect on property values within the immediate vicinity.*

3. The proposed use will not be detrimental to the health, safety, morals or welfare of persons residing or working near the use.

Finding: *The IUP will not diminish public health, safety, or welfare. The proposed Accessory Building must comply with all Building, Fire, and Zoning codes.*

4. The proposed use will not impede the normal and orderly development of surrounding property.

Finding: *The IUP is in a developed area. The IUP should have no impact to adjacent properties.*

5. The proposed use will not create an undue burden on parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the area.

Finding: *The IUP is about ¼ mile from Central Park. The IUP is adjacent to municipal sanitary sewer and is able to access it.*

6. The proposed use is adequately screened.

Finding: *No screening is necessary.*

7. The proposed use will not create a nuisance, including but not limited to odor, noise, vibration or visual pollution.

Finding: *The IUP should not be uncharacteristic to a large Home Daycare. Home Daycares up to 12 persons are a Permitted Use. Although the IUP will be larger (up to 24 children), the character of the neighborhood is large lots (2+ acres), allowing for distance between the Home School Co-Op and neighbors.*

8. The proposed use will provide adequate parking and loading spaces, and all storage on the site is in compliance with this Subsection.

Finding: *The IUP shall comply with all building, fire, and zoning regulations.*

9. The proposed use will protect sensitive natural features.

Finding: *There is a wetland near the north property line. The proposed Accessory Building must comply with upland wetland buffers (10' minimum, 25' average) and setbacks from upland buffers (15').*

10. The City Council may attach conditions to the permit, as it may deem necessary in order to lessen the impact of a proposed use, meet applicable performance standards and to promote health, safety and welfare.

DECISION

1. The Home Extended Business (Home School Co-Op) shall be limited to the proposed Accessory Building. The yard may be used recreationally.
2. Prior to operation, the property shall be homesteaded by the Applicant(s).
3. Prior to operation, the Home Extended Business shall comply with all building, fire, and zoning codes.
4. Prior to operation, the Applicants shall construct a driveway accessing the Accessory Building.
5. Prior to operation, the property shall comply with residential parking requirements, including a minimum of two enclosed parking stalls and two surface parking stalls. The Accessory Building (Co-Op) may be used for enclosed parking.
6. The Interim Use Permit shall expire in five years (August 27, 2029), or with a change in property ownership (Meghan Yancy).

Adopted this 27th Day of August, 2024 by the Dayton City Council.

Mayor Dennis Fisher

ATTEST:

City Clerk Amy Benting

Motion by _____, Second by _____.
Motion Approved.

7/9/2024

Summary of Home Extended Business Application

To Whom It May Concern,

We are applying for a permit to host our homeschool co-op on our property at 13551 Norwood Lane N Dayton, MN 55327.

The Dwelling Place is an educational non profit organization offering a place of community and education for homeschool families.

- We meet on Mondays, Tuesdays and Thursdays from 9am-1pm,
- We have 20 students between the ages of 7-14,
- We have two licensed teachers, who are parents of the students and serve as Independent contractors,
- Parents drop off their students and pick up. No public or school transportation is used,
- Parking will be on our property with an extended driveway added, no on street parking will be used
- We will use the new building on the land. Permits will be submitted with plans.

LOT SURVEYS COMPANY, INC.

LAND SURVEYORS

REGISTERED UNDER LAWS OF STATE OF MINNESOTA

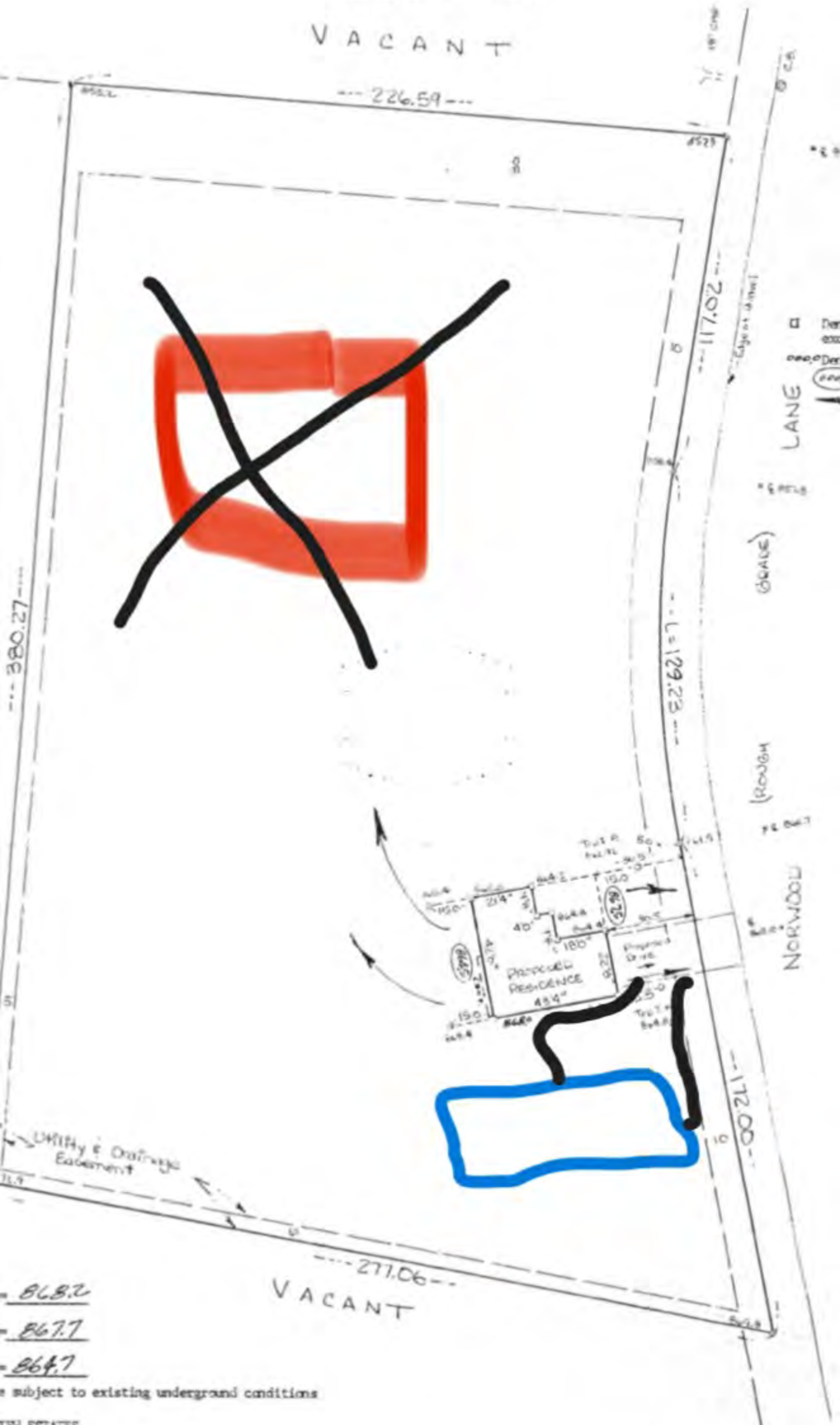
7601 - 73rd Avenue North

560-3093

Minneapolis, Minnesota 55428

Surveyors Certificate

VACANT



868.2

867.7

864.7

subject to existing underground conditions

NEW ESTATES

and or information provided by

representation of a survey of the
location of all buildings and vis-

179

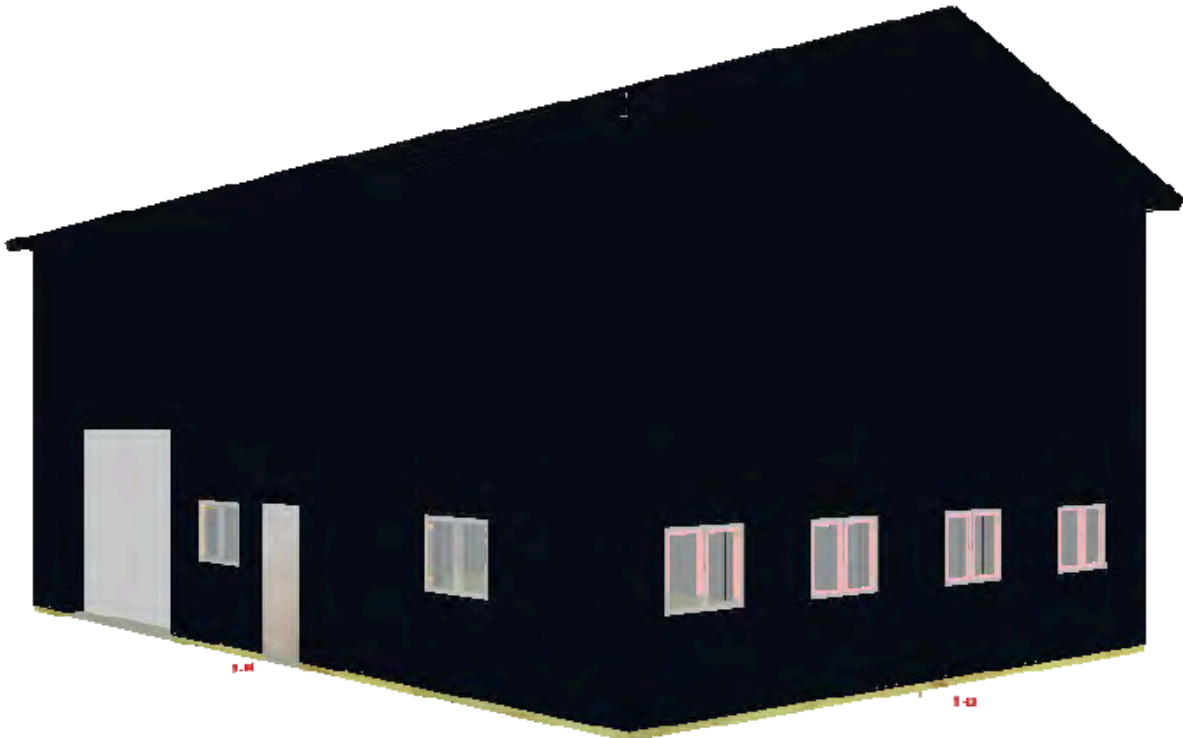
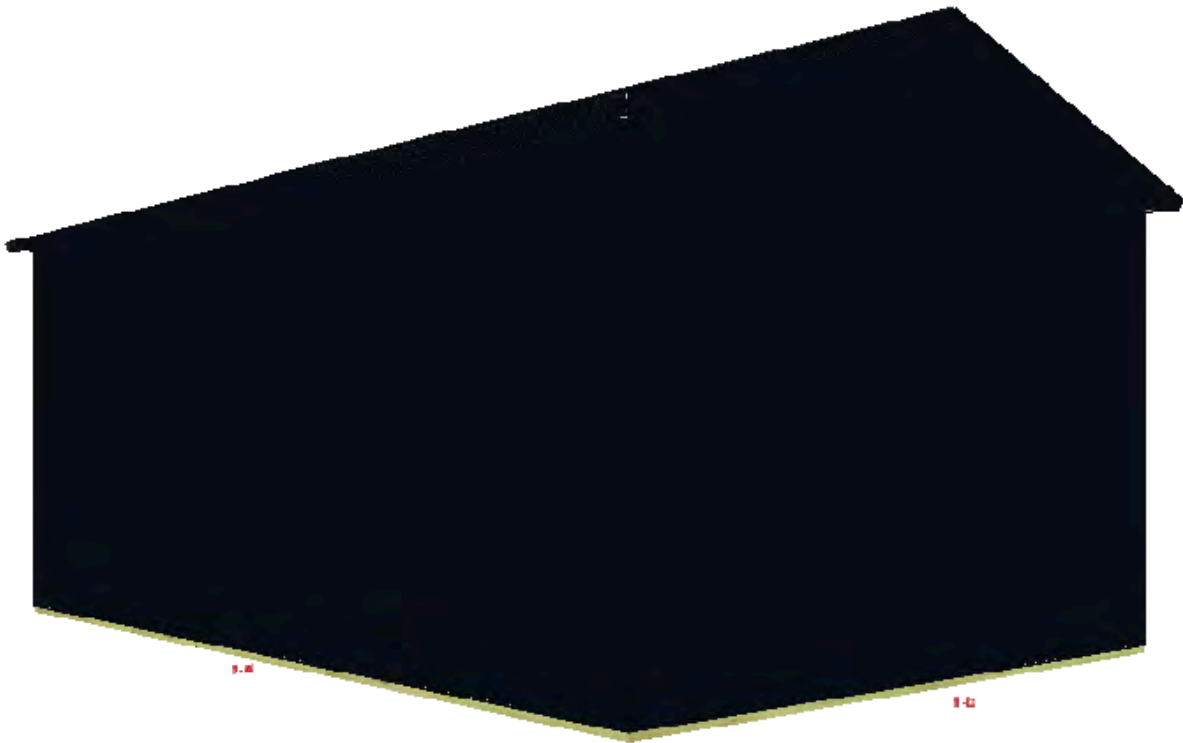
Signed

Raym

Design #: 313754332841
Store: MAPLE GROVE



Elevation Views



For other design systems search "Design & Buy" on Menards.com

1001.13 HOME OCCUPATIONS.

Subd. 1 Purpose.

The purpose of this Subsection is to maintain the character and integrity of residential areas, to prevent competition with commercial districts, to encourage telecommuting, and to provide a means through the establishment of specific standards and procedures by which home occupations can be conducted in residential neighborhoods without jeopardizing the health, safety and general welfare of the surrounding neighborhood. In addition, this Subsection is intended to provide a mechanism enabling the distinction between permitted home occupations and special or customarily "more sensitive" home occupations, so that permitted home occupations may be allowed through an administrative process rather than a legislative hearing process.

Subd. 2 Home Business Categories

Home businesses shall fall into 2 categories.

(1) Administrative Home Occupations are those Home Occupations that have no effect on the surrounding neighborhood. This accessory use may be allowed with an administrative permit in all agricultural and residential neighborhoods when the occupation conforms to the standards of Subdivisions 3 and 4(1) below.

(2) Home Extended Businesses are those Home Occupations that typically involve more significant element of commercial-type activity that may have a minimal effect on the surrounding neighbors. This accessory use may be allowed if the use meets all the criteria of Subdivisions 3 and 4(2) below, and requires the issuance of an interim use permit. The Council may require compliance with any reasonable conditions, restrictions or limitations necessary to protect the residential or agricultural character of the area.

Subd. 3 General Provisions

All Home Occupations shall meet the following standards:

(1) All Home Occupations shall be clearly incidental and secondary to the residential use of the premises, should not change the residential character thereof, and shall result in no incompatibility or disturbance to the surrounding residential uses.

(2) The applicant shall reside in the home associated with the Home Occupation.

(3) No Home Occupation shall require internal or external alterations or involve construction features not customarily found in dwellings except where required to comply with local and state fire and police recommendations.

(4) No Home Occupation shall involve the use of equipment other than that customarily found in a residential dwelling.

(5) No Home Occupation shall be visible from the outside of the dwelling. There shall be no exterior display or exterior signs or interior display or interior signs which are visible from the outside of the dwelling with the exception of one directional or identification/business sign not to exceed 2 square feet in area.

(6) All Home Occupations shall comply with the provisions of the City Nuisance Ordinance and City Noise Ordinance.

(7) All parking associated with the Home Occupation shall occur on-site on the driveway.

(8) The Home Occupation shall not cause septic waste flow to exceed the design capacity of the septic system.

(9) No Home Occupation shall generate traffic (by customers, employee, deliveries, etc.) to and from ("trip") the dwelling that is not characteristic of the neighborhood and shall not exceed 8 trips per day by any combination of employee, contract employee, customer or client visits, and/or deliveries per standard 8 hour day and no more than one customer or client visit on the premises at any given time. For the purposes of this section, one customer/client visit shall be considered to include any number of persons arriving in a single vehicle.

(10) No Home Occupations shall produce light, glare, noise, odor or vibration that will in any way have an objectionable effect upon adjacent or nearby property.

(11) No equipment shall be used in the operation of a Home Occupation which will create electrical interference to surrounding properties.

(12) All Home Occupations shall meet all applicable fire and building codes.

(13) No Home Occupation shall be conducted between the hours of 10:00 p.m. and 7:00 a.m. unless the Home Occupation does not require any on-street or off-street parking facilities or require in person customer interaction on site (e.g. telecommuting).

(14) No vehicles or machinery related to the home occupation shall be idling or running on site, outdoors, between the hours of 10:00 p.m. and 7:00 a.m.

Subd. 4 Performance Standards

(1) Administrative Home Occupation Performance Standards.

- a. The occupation shall not use more than 25% of the floor area of the home (excluding the garage area). State licensed day care facilities serving 12 or fewer persons are exempt from this Subsection.
- b. No part of any detached garage or accessory building can be used for the occupation.
- c. No outdoor storage of supplies, materials, debris, equipment or maintenance items; all home occupation related items shall be kept in an enclosed structure.
- d. The home occupation is conducted entirely by the occupants of the home and up to 2 nonresident employee, or contract employee, working on, or reporting to, the home.
- e. No direct sale of goods to the consumer are allowed to occur at the home occupation site.
- f. Up to 1 vehicle associated with the business with a gross vehicle weight rating under 12,000 lbs. may be parked on the home property. No vehicles over a gross vehicle weight rating of 12,000 lbs. associated with the occupation shall be parked at or near the home. The Home Occupation shall not create a parking demand in excess of that which can be accommodated in an existing driveway where no vehicle is parked closer than 15 feet from the curb line or edge of paved surface.
- g. If the proposed home occupation cannot comply with all of the above rules, an interim use permit for a Home Extended Business is required.

(2) Home Extended Business performance standards (interim use permit required). Home Extended Business occupations shall only be allowed in Agricultural Zoned Districts, or any Residential Zoned Properties over 1 acre.

a. The occupation use of the home shall not exceed 30% of the floor area of the principal dwelling (excluding the garage area). State licensed day care facilities are exempt from this Subsection.

b. No outdoor storage of supplies, materials, debris, equipment, machinery or maintenance items; all home occupation related items shall be kept in an enclosed structure on properties less than 2.5 acres. On properties which are at least 2.5 acres, outdoor storage may be allowed provided the

outdoor storage area is significantly screened from view from the street and adjacent properties and does not exceed 20% of the lot. Screening shall consist of a combination of existing or proposed landscaping and fencing.

c. The Home Extended Business shall be set back a minimum of 100 feet from any dwelling, other than that of the subject property.

d. The garage or 1 accessory building may be used for the business, provided there is still a garage space to park a vehicle. Accessory buildings shall meet the accessory building design requirements in Section 1001.35, Accessory Buildings and Structures.

e. The Home Extended Business shall be conducted entirely by the occupants of the home and up to 2 nonresident employees, or contract employees, working at, or reporting to, the home.

f. No more than 1 vehicle, which shall be under a gross vehicle weight of 12,000 lbs., associated with the business can be parked overnight outside or near the home. One vehicle which exceeds 12,000 lbs. may be stored on site provided the vehicle does not exceed a gross vehicle weight rating of 18,000 lbs. and the vehicle is stored entirely within a building or is significantly screened from view from the road or surrounding properties. The Home Extended Business shall not create a parking demand in excess of that which can be accommodated in an existing driveway where no vehicle is parked closer than 15 feet from the curb line or edge of paved surface.

g. Direct sale of goods that are not produced on the site is prohibited.

h. Dust control measures may be required.

i. Any other reasonable conditions required by the City Council.

j. The City Council may allow Home Occupations to operate in excess of the provisions in this section provided the City has reasonable assurance, due to the nature of the Home Occupation or through mitigation measures (e.g. increase landscaping, or screening than required), that the Home Occupation will not adversely impact neighboring properties or become a nuisance.

Subd. 5 Procedures and Permits

(1) Administrative home occupation permit.

a. An application form and fee for a home occupation permit must be completed and filed with the City.

b. Administrative Home Occupations complying with all the provisions as provided in this section may be approved by the City Administrator or the Administrator's designee.

c. The City on an annual basis may review Administrative Home Occupation permits. If the Administrative Home Occupation is in compliance of City Code the City Administrator may renew the permit. If the Administrator finds that the use is not in compliance the permit holder will be notified and shall have 60 days to bring the use into compliance.

d. The permit shall remain in full force and effect until such time as there has been a change in ownership or until such time as the provisions of this Subsection have been breached. At such time as the City has reason to believe that either event has taken place, a public hearing shall be held before the Planning Commission. The City Council shall make a final decision on whether or not the permit holder is entitled to the permit.

(2) Home Extended Business interim use permit.

a. An application form, fee and supporting materials for an interim use permit must be filed with the City. See Subsection 1001.23 for the interim use permit application and review process.

b. Home Extended Businesses must comply with all the provisions of this section and all conditions associated with issuance of an interim use permit.

c. The City shall notify the County Tax Assessor when any Home Extended Business permit is granted and provide a copy of such permit to the Assessor.

d. The City Council shall approve the Home Extended Business IUP with a 5 year time limit. If the City Zoning Administrator, his/her designee, finds that the use is not in compliance, the permit holder will be notified and shall have 60 days to bring the use into compliance. Should the Home Extended Business' noncompliance continue past 60 days the Home Extended Business IUP shall be revoked.

e. Whenever an application for an interim use permit has been considered and denied by the City Council, a similar application for a permit affecting substantially the same property and use shall not be considered again by the Planning Commission or City Council for at least 6 months from the date of its denial.

(3) *Transferability.* Home Extended Business interim use permits and Administrative Home Occupation permits shall not run with the land and shall not be transferable. If the Home Extended Business or Administrative Home Occupation is discontinued for a period of one year, or non-compliance beyond 60 days, the Home Occupation permit, or Home Extended Business interim use permit shall be revoked.

(4) *Renewal of permits.* An applicant shall not have a vested right for a permit renewal by reason of having obtained a previous permit. The previous granting or renewal of a permit shall not constitute a precedent or basis for the renewal of a permit.

(5) *Inspection.* The City hereby reserves the rights upon issuing any permit to inspect the premises in which the home business is being conducted to ensure compliance with the provisions of this Subsection or any conditions additionally imposed.

Subd. 6 Non-conforming and Existing Home Business Uses

(1) Home Occupations lawfully existing on the effective date hereof may continue as nonconforming uses. They shall, however, be required to obtain permits, as may be required by this section, for their continued operation. Any existing Home Occupation that is discontinued for a period of more than 1 year, or is in violation of the provisions under which it was initially established, shall be brought into conformity with the provisions of this section.

(2) When identified and notified by the City, existing Home Occupations that do not have a permit from the City, shall within 30 days make application for an Administrative Home Occupation permit or Home Extended Business interim use permit as may be required by this section.

(Prior Code, § 1001.12, Subd. 7) (Ord. 2006-14, passed 12-14-06; Am. Ord. 2018-11, passed 5-8-2018)

From: [Christina Johnson](#)
To: [Jon Sevald](#)
Subject: Permit for Home Extended Business 13551 Norwood Lane
Date: Wednesday, July 24, 2024 4:22:29 PM

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

Good afternoon,

I received the public hearing notice for the Interim Use Permit for a Home Extended Business that has been applied for by Seborn & Meghan Yancy at 13551 Norwood Lane N. I have concerns about how this business would affect our neighborhood. My first concern is the validity of this business. These home owners bought the house out of foreclosure some years ago and occupied it with their family for a short time.

During that time, they left a delivery of a small shed at the end of their driveway for an entire winter. After winter was over, they moved out and then did some unpermitted construction to turn their garage into a living space and began renting the house out ever since to different families/individuals. They did not pull permits, have any inspections, nor did they file with the city that they were planning to rent out the house.

Due to these actions, I have major concerns about how they will handle this new venture of a homeschool coop. I would expect that if a permit is allowed, the city will require and follow up to make sure they pull permits for any building done or any septic or water that is altered. I would like to know that they are held to the same expectations as the rest of the neighborhood with septic requirements per number of bedrooms/occupants and that any building would be restricted based on the lot size.

Another concern that I have is for the traffic this would bring into our neighborhood. We are a quiet neighborhood with minimal traffic. Their renters have not been parking in the driveway and are often parked in the road which is hard to travel around, especially in the winter. I am a teacher and know of the traffic that exists during pick up and drop off time, I'm not sure how many families would be using the coop and the hours, but our neighborhood is not ideal for a lot of traffic.

This family has not showed follow through in the past which makes me very uncomfortable with them holding a permit to run a business out of a residential neighborhood. They do not currently reside at the property and don't have an interest in keeping the traffic and noise low in the neighborhood.

Thank you for forwarding by concerns to anyone involved in the decision to grant the permit or not.

Christina Johnson

13700 Norwood Lane N

Dayton MN 55327

~~cjohnson@otarbassmn.org~~



ITEM:

Interim Use Permit for Event Center, 16861 North Diamond Lake Road (Magnus Veterans Foundation)

APPLICANT/PRESENTERS:

Shawn Alderman, President
Bob Jaskowiak, Director

PREPARED BY:

Jon Sevald, Community Development Director

BACKGROUND/OVERVIEW:

Magnus Veterans Foundation was established in 2021 at 16861 North Diamond Lake Road.¹ The 34-acre property was formally a residence donated to Magnus. Magnus operates a health and wellness clinic for veterans and their families. Magnus has 800 members and 200 volunteers. The clinic provides services to 2-12 clients (members) per day. There is no cost to members. Magnus is dependent upon donations. This includes hosting fundraiser events on and off-site.

The City approved an IUP for a Veterans Outpatient Treatment Facility in 2021.² One of the conditions is that Magnus obtain a Large Assembly permit for any event with 200 or more participants. In 2023, the City Code was amended to allow Event Centers as an IUP.³ The intent of the Event Center ordinance is for the applicant to create a management plan addressing nuisance factors and emergency response plans. If the applicant has an IUP for an Event Center then there is no need for individual Large Assembly permits.

The type and number of on-site events will evolve over time. For example, the *Magnus & Friends Festival* will be held September 7th, 8:00 am – 9:00 pm, to include a 10K run, vender booths, concert, and fireworks.

Access is via an existing gravel field access onto a grass parking lot. The drive lane is about 600' in length, allowing stacking for 30+ vehicles. Staff estimates there is space for 500-600 vehicles with ample farmland to expand onto. Event activities will be held on the lawn between the house and pond. Emergency access will be via an existing gravel driveway along the east property line.

¹ Previous land use permits include Non-Conforming Home Occupation Permit for VEE Corporation/Vince Egan for use of a barn to store show equipment (Resolution 68-1984). This permit is non-transferable. Correspondence from Vince Egan's attorney notes that the storage barn includes limited living quarters used occasionally by guests.

² Resolution 04-2021, Resolution Granting an Interim Use Permit for Magnus Veterans Foundation at 16861 Diamond Lake Road North.

³ Ordinance 2023-05, amending City Code 1001.03, Subd 2.

The IUP's intent is for the Applicant to create an Emergency Response plan acceptable to Staff, prior to large events being held. The FEMA *Emergency Management Guide for Business and Industry* has been provided to the applicant as a guideline. "An emergency is any unplanned event that can cause deaths or significant injuries to employees, customers or the public; or that can shut down your business, disrupt operations, cause physical or environmental damage, or threaten the facility's financial standing or public image."⁴

CRITICAL ISSUES:

- Traffic management, to be addressed by Applicant in an Emergency Preparedness plan.
- Parking surface; an improved surface is required, whereas grass is proposed.
- Emergency Preparedness Plan, to be completed by the Applicant.

60/120-DAY RULE (IF APPLICABLE):

	60-Days	120-Days
Interim Use Permit	Aug 6, 2024	Oct 4, 2024 ⁵

RELATIONSHIP TO COUNCIL GOALS:

Create a Sought After Community

RECOMMENDED ACTION:

Motion to Approve an Interim Use Permit for an Event Center.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission conducted a Public Hearing on August, 1, 2024, recommending Approval.

STAFF RECOMMENDATION:

Staff recommends approval, expiring January 26, 2041 or one year after a Veterans Outpatient Facility ceases operations, whichever occurs first. This coincides with the 2021 IUP conditions.

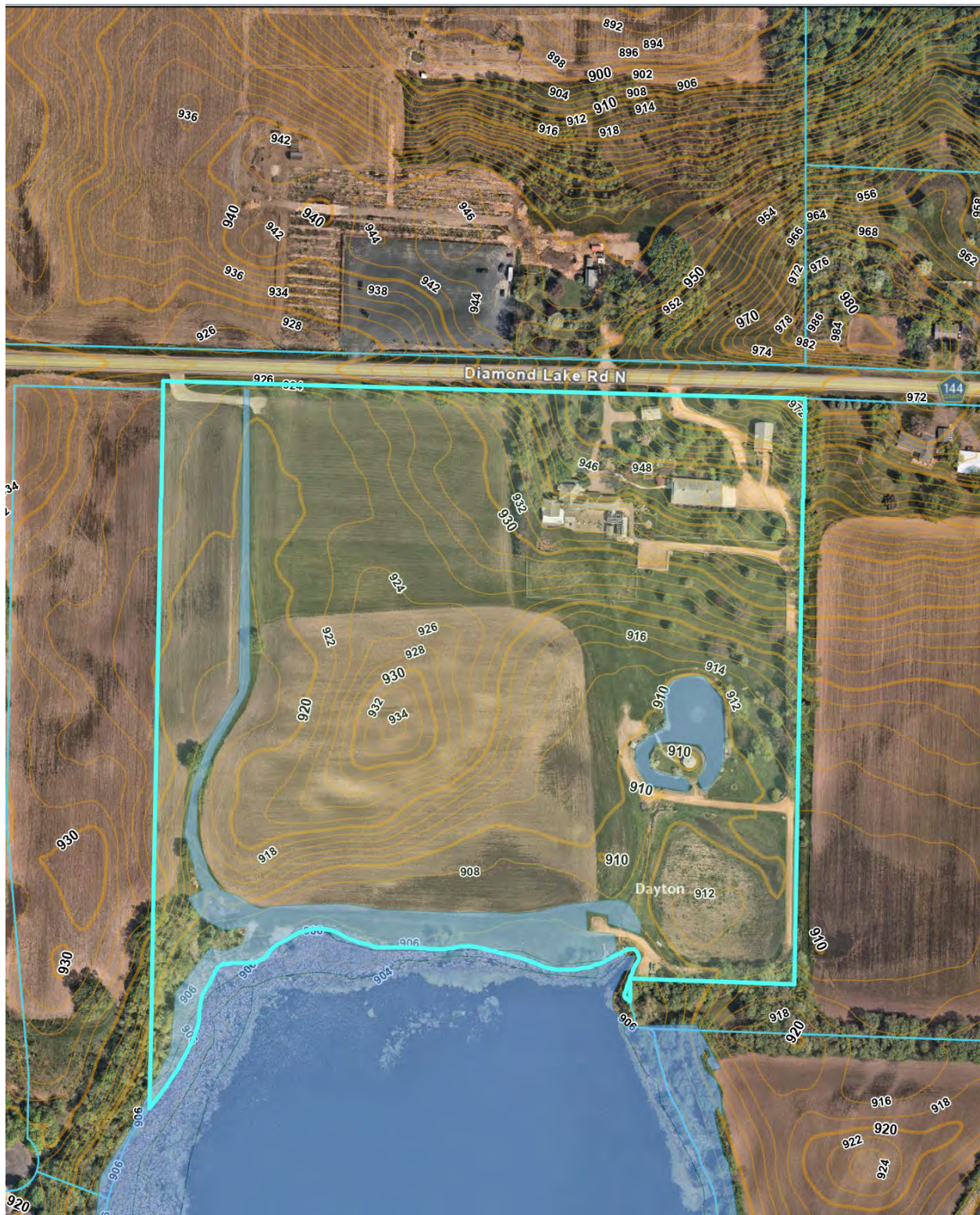
ATTACHMENT(S):

Applicant's Narrative
Ordinance 2023-05 (Event Centers)
Aerial Photo
Site Photos
Resolution

⁴ Wahle, Thomas, Gregg Beatty, FEMA *Emergency Management Guide for Business and Industry*, October 1993, Page 5.

⁵ 60-Day review extended to 120-days (Oct 4, 2024). Notice provided to Applicant on June 13, 2024.

AERIAL PHOTO



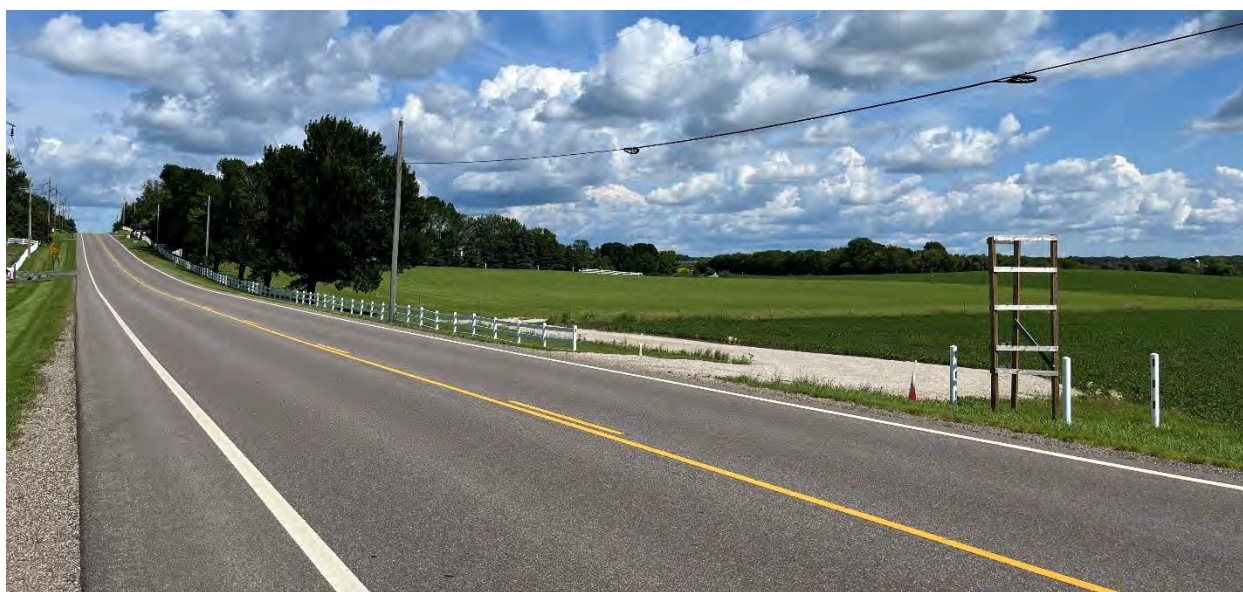
SITE PHOTOS



16861 North Diamond Lake Road, view from greenhouse looking south toward Event area (June 24, 2024).



16861 North Diamond Lake Road, view from Event area looking north toward clinic (June 24, 2024).



16861 North Diamond Lake Road. Event Center driveway, looking east (July 5, 2024).

RESOLUTION 43-2024

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

**RESOLUTION APPROVING AN INTERIM USE PERMIT FOR AN EVENT CENTER,
16861 NORTH DIAMOND LAKE ROAD**

WHEREAS, Magnus Veterans Foundation (Applicant) applied for an Interim Use Permit for an Event Center to be located at 16861 North Diamond Lake Road, legally described as,

PID: 17-120-22-21-0010

GOVT LOT 2 EX S 6 RODS OF E 20 RODS AND EX ROAD

WHEREAS, the property is zoned A-1 Agricultural, and is guided Low Density Residential in the 2040 Comprehensive Plan. An Event Center is an Interim Use in the A-1 district (City Code 1001.03, Subd 12 (Allowable Uses; Table 5.1); and,

WHEREAS, City staff studied the matter, and prepared reports for the Planning Commission and City Council; and,

WHEREAS, the Planning Commission conducted a Public Hearing on August 1, 2024. The Planning Commission recommended Approval; and,

WHEREAS, Interim Use Permits shall be processed according to the standards and criteria for conditional use permits (City Code 1001.23, Subd 2(2)(a). Approval of a conditional use permit requires that the City Council shall find that the conditions can be established to ensure all of the following criteria will always be met (City Code 1001.23, Subd 1(3)(e):

FINDINGS

1. The proposed use is consistent with the Comprehensive Plan and the purpose of the underlying zoning district.

FINDING: *Event Centers are not specifically addressed in the Comprehensive Plan.*

2. The proposed use will not substantially diminish or impair property values within the immediate vicinity of the subject property.

FINDING: *There is no demonstrated effect to property values in the immediate vicinity.*

3. The proposed use will not be detrimental to the health, safety, morals or welfare of persons residing or working near the use.

FINDING: *The proposed use (Event Center) will not be detrimental to the health, safety, morals, or welfare to area residents.*

4. The proposed use will not impede the normal and orderly development of surrounding property.

FINDING: *The property is in the 2040 Staging Plan, meaning, it is not anticipated to be developed until after the year 2040, and should not impact development of surrounding areas.*

5. The proposed use will not create an undue burden on parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the area.

FINDING: *The proposed use should not have any impact on public facilities.*

6. The proposed use is adequately screened.

FINDING; *Screening is not necessary.*

7. The proposed use will not create a nuisance, including but not limited to odor, noise, vibration or visual pollution.

FINDING: *The Event Center should not create a prolonged nuisance. It is anticipated that nuisance will occur during events. Large events will seldom occur.*

8. The proposed use will provide adequate parking and loading spaces, and all storage on the site is in compliance with this Subsection.

FINDING: *Event Center parking will be on a grass field, accessible by a gravel driveway and drive lane. Parking is adequate for 500-600 vehicles, with space to expand if needed.*

9. The proposed use will protect sensitive natural features.

FINDING; *There are no natural features to be impacted by the Event Center.*

10. The City Council may attach conditions to the permit, as it may deem necessary in order to lessen the impact of a proposed use, meet applicable performance standards and to promote health, safety and welfare.

DECISION

NOW, THEREFORE, BE IT RESOLVED, the City of Dayton City Council, based upon the Application, Staff Report, Planning Commission recommendation, consideration of public testimony, and the above Findings, the City Council hereby grants and approves an Interim Use Permit for an Event Center on the subject property with the following conditions:

1. Prior to operations by the Event Center, the Applicant shall submit an Emergency Response Plan for review and acceptance by City Staff.

2. The Event Center shall operate according to City Code 1001.051, Subd 1 (Event Centers). Exception; off-street parking may be on an unimproved surface such that it does not significantly impact surface drainage.
3. This Interim Use Permit for an Event Center shall expire concurrently with the Interim Use Permit for a Veterans Outpatient Treatment Facility, on January 26, 2041, or when the Veterans Outpatient Facility use ceases operation for a period of one year, whichever occurs first (Resolution 04-2021).

Adopted this 27th Day of August, 2024.

Mayor, Dennis Fisher

ATTEST

City Clerk- Amy Benting

Motion by _____, Second by _____.
Motion Passed.

MAGNUS VETERANS FOUNDATION LAND USE AND DEVELOPMENT APPLICATION SUPPLEMENTAL NARRATIVE

Magnus Veterans Foundation (Magnus) submits this narrative to supplement its Land Use and Development Application for an Interim Use Permit from the City of Dayton.

10. State proposed use and a description of project proposed or variance requested.

Magnus is a 501(c)(3) charitable/non-profit organization dedicated to serving veterans their families. Our Federal EIN is # 83-2526912. At Magnus, our goal is to promote healing and restoration for veterans and their families.

The Magnus campus in Dayton is a welcoming community of members, health specialists, and volunteers working together to provide a comprehensive approach to veteran well-being. The organization's founders have over one hundred years of combined military service, most of which are within Special Operations Forces. Our dedicated team understands the profound impact that war and military service has on veterans and their families. The team includes physicians, licensed professionals, veteran families, community leaders, and military service advocates. We pledge to devote our professions and leadership to the Magnus Mission by creating a comprehensive care clinic specialized in veteran health and performance.

Magnus opened its doors on June 1, 2021. The campus is on the grounds of a serene and beautiful 34-acre former. As more fully explained below, the campus includes a medical and psychological health clinic, a gym with fitness equipment, mindfulness and artistic spaces.

Please refer to the attached, annotated Google map of the premises.

Building "A" is the Suzanne Rawlings Wellness Center. It is currently open on weekdays from 0800 to 1600. The Wellness Center is fully handicap-accessible houses our reception room, meeting rooms, an out-patient medical clinic, a mental health counseling center, a physical therapy studio, a gymnasium, a small kitchen, a workshop/storage area, and medical and corporate office spaces. There is a deck off the main floor and a wood-burning fireplace not in use. A greenhouse is attached by a breezeway, and there is a large adjacent concrete patio. There are five bathrooms, four of which are open to Magnus members.

Building "B" is the Vincent E. Egan Human Performance Center. It houses cardio-related fitness equipment, a separate free weight and fitness machine area, a chiropractic office and a yoga studio. There is a bathroom and shower.

Building “C” is a large garage generally used to store equipment, including riding mowers, golf carts, and gardening/lawn care equipment.

Building “D” is a barn used for storage of large items.

Building “E” is a three-season gazebo with a wood-burning fireplace not in use.

Not depicted is a shed to be located along the shore of Diamond Lake in the future to store life preservers, oars and paddles, and fishing poles and tackle used in our water therapy programs.

There are two main entrances to Magnus off of North Diamond Lake Road. An occasional gated entrance is located further west for parking on a grassy field for special events (once or twice per year).

Entrance no. 1 leads to a paved, turnaround driveway in front of Buildings A and C. Four or 5 cars can park in front of the Wellness Center, and one is reserved for handicapped access. 4 others can park in front of Building C.

Entrance no. 2 is the main entrance used by Magnus members and staff and can accommodate at least 20 vehicles. It extends from North Diamond Lake Road to a parking area east of Building “B”, and south along an east-west gravel road to the greenhouse. It is primarily gravel, but Magnus has plans to expand and improve this area, including paving, when funds are available.

Entrance no. 3 is not used except for large events, once or twice per year. Parking is on a grassy expanse, and Magnus volunteers tape off parking areas and lanes. Volunteers on golf carts shuttle event attendees to and from the event location, typically south of Building “A”.

Magnus prohibits parking along North Diamond Lake Road or across the street. Parking has proven adequate in the past, except for a previous Magnus & Friends festival when the property was deluged with 2” of rain the night before, making the western-most parking area completely unusable. On that occasion we utilized off-street parking on City property near Zanzibar and South Diamond Lake Road, with donated shuttle vans. Magnus has sufficient metal signage to direct and route traffic on event days. These signs are placed and then removed the same or next day.

There is a Pump House as shown with 110 and 220 power used for events.

In the past Magnus conducted up to 5 or 6 outside events on the property, including a festival, concerts on the lawn, and Memorial Day services. Fewer annual events are planned in the future. Events planned for 2024 are only 3: a third-party event

entitled Operation Zero on August 10, the Magnus & Friends festival on September 7, and a Trunk or Treat event on October 26.

Operation Zero is a motorcycle show, a car show, and live music with vendors including food trucks, and fireworks. The Vietnam Veterans Wall Tribute Truck will be on-site. The event will take place between 1200 and 2200. *We specifically request a variance for loudspeaker equipment and music until 2200.* This is probably a one-time event.

Magnus & Friends is an annual one-day festival (it was 2 days last year) with a walk/ruck/run, a children's carnival with inflatables, veteran vendor booths, a beer tent sponsored by the Dayton Lions, a keynote address by COL Frank Rubio, US Army (NASA astronaut), live music, a flyover, and fireworks. *We specifically request a variance for loudspeaker equipment and music until 2230.*

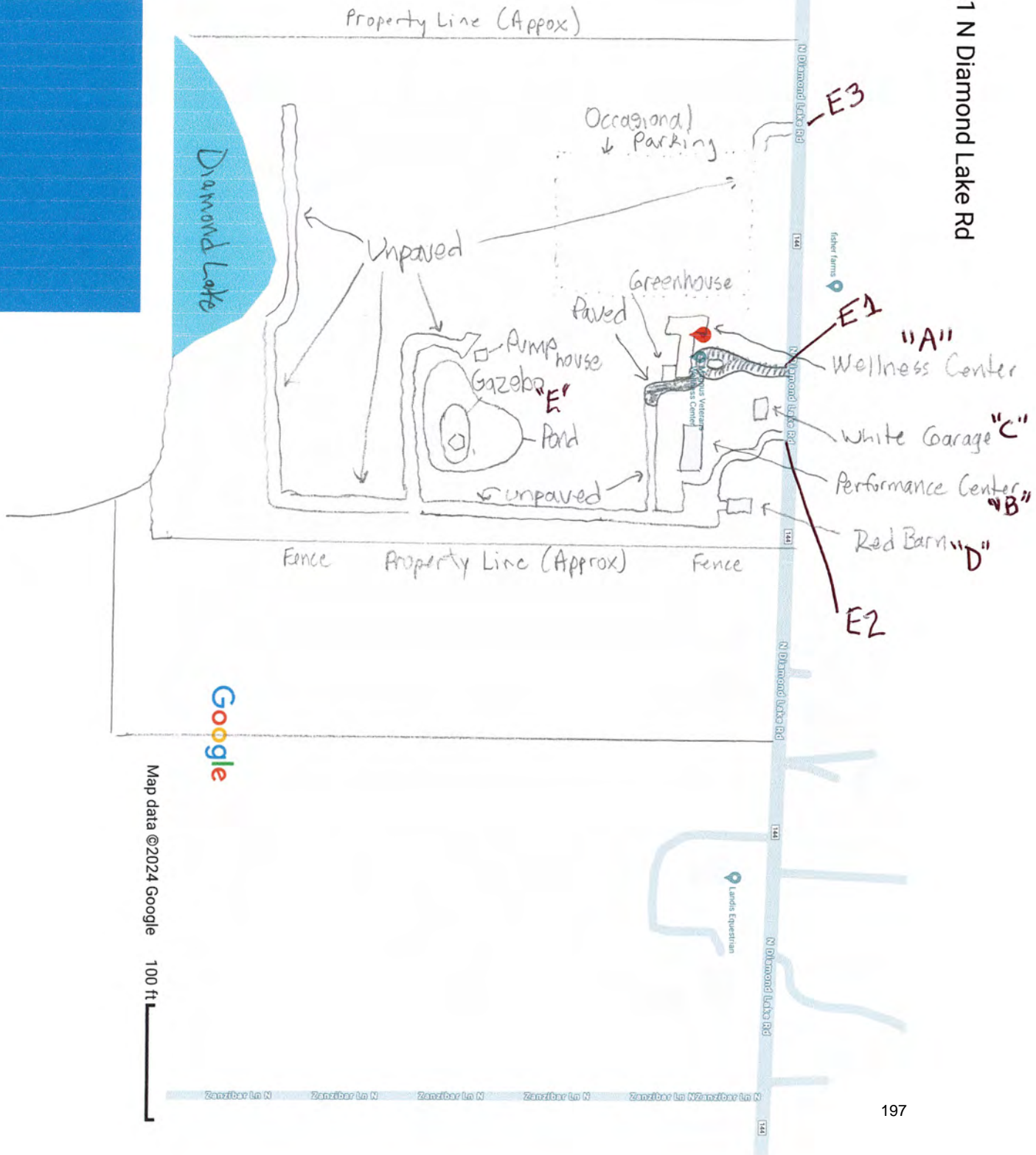
Indoor events include gatherings, open houses, tours, and meetings, like a breakfast for National Prayer Day, a MEMORIAL Day services, fitness challenges like the Murph, and volunteer appreciation lunches.

Regarding Emergency Management, Magnus staff currently includes a doctor, a nurse, a physician's assistant, and a medical assistant. Physical events like the walk/ruck/run and the Murph have medical personnel in attendance. The same is true for Magnus & Friends festival. Dayton Police has provided route and traffic support in the past when necessary. Defibrillators are present, and fire extinguishers as required, with service records available for inspection. There is good hard-surface access for emergency personnel to all areas of the property, including along the length of the lake. Buildings A-E have perimeter lighting. On the 2 or 3 days per year when Magnus hosts a large event, we will designate volunteers to make sure emergency personnel have unrestricted access to all parts of the property.

Severe weather plans call for members to seek shelter in the basement of Building "A" or in the lower levels of Buildings "C" and "D".

Regarding potential nuisances, there are no residential neighbors to the north, south, or west. We have a good relationship with all property owners nearby, and the property owners adjacent to the east have never complained. We are certainly willing to work with Fisher Farms to deconflict events.

As far as permitting for actual uses, the City inspected Building "A" after remodeling and we believe everything is compliant. In the future, if funding becomes available, we plan to insulate, and climate control Building "B" and permits will be required.



ORDINANCE NO. 2023-05
CITY OF DAYTON
HENNEPIN AND WRIGHT COUNTIES, MINNESOTA
AN ORDINANCE AMENDING DAYTON CITY CODE
REGARDING EVENT CENTERS

THE CITY COUNCIL OF THE CITY OF DAYTON DOES ORDAIN:

SECTION 1. AMENDMENT. Dayton City Code Section 1001.03 Subd. 2 is hereby amended by adding the underlined material as follows:

EVENT CENTER: A facility located on private property that primarily functions to provide a facility for any type of social gathering that is available for use by various groups for such activities as public assemblies, meetings, private meetings, retreats, parties, weddings, receptions and dances.

SECTION 2. AMENDMENT. Dayton City Code 1001.05, Subd. 12 is hereby amended by adding the underlined material as follows:

Subd. 12 Allowable Uses; Table 5.1

Table 5.1			N-Not Permitted	
Residential - Agricultural Use Classifications			P-Permitted	
			C-Conditional Permit	
			I-Interim Use Permit	
			A-Accessory	
	Zoning District			
	SA	A-1	A-2	RO

Table 5.1			N-Not Permitted	
Residential - Agricultural Use Classifications			P-Permitted	
			C-Conditional Permit	
			I-Interim Use Permit	
			A-Accessory	
	Zoning District			
	SA	A-1	A-2	RO
Accessory buildings	A	A	A	A
Agriculture	P	P	P	N
Attached or interior accessory dwelling unit as regulated by Subsection 1001.36	A	A	A	N
Bed and breakfast	N	I	I	I
Boarding houses	N	I	I	I
Bus/transit station	N	C	C	C
Cemeteries	N	C	C	N
Commercial composting and land spreading	I	I	I	N
Commercial recreation	N	C	C	N
Day care 13 or fewer persons ¹	A	A	A	A
Day care 14 or more persons ¹	C	C	C	C
Detached accessory dwelling units as regulated by Subsection 1001.36	I	I	I	N
Essential services	P	P	P	P

<u>Event Center</u>	<u>I</u>	<u>I</u>	<u>N</u>	<u>N</u>
Fences*	A	A	A	A
Feedlots and poultry facilities ¹	C	C	C	N
Golf courses/driving ranges	N	N	N	N

SECTION 3. AMENDMENT. Dayton City Code 1001.051, Subd. 12 is hereby amended by adding the underlined material as follows:

Section 1001.051 - Residential District Special Requirements

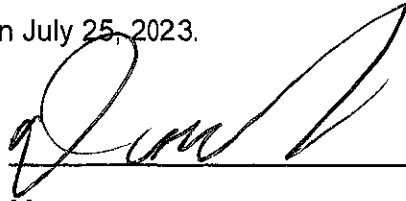
Subd. 1. Event Centers, subject to the following:

- a. The minimum size of the event center operations must be 30 acres. This may include multiple lots.
- b. Access to the site must be from a paved street.
- c. The hours of operation shall be no later than 9:00 a.m. to 10:00 p.m. on Sunday through Thursday and 9:00 a.m. to 11:00 p.m. on Friday and Saturday.
- d. The number of guests will be approved by the City based on the size of site, structures, parking availability, and other relevant factors.
- e. Noise from an event shall comply with Section 130.08 of the City Code.
- f. No sound amplifications systems may be used outdoors after 8:00 p.m.
- g. Sanitary facilities adequate for the number of attendees shall be provided as determined by the adopted Minnesota State Building Code, as may be amended from time to time. No Sanitary facilities shall be located closer than 200 feet from a neighboring property line. Portable toilets may be approved for temporary use and must be screened from view from roads and neighboring properties by landscaping or a wooden enclosure. No portable toilets shall be located closer than 400 feet from a neighboring property line.
- h. Off street parking shall be provided to accommodate 1 stall per 2 guests based on the maximum occupancy of the buildings. If no buildings are present for the event center then parking will be determined by city staff. Off street parking shall be setback 20 feet from any property line. Off street parking must be on an improved surface such as class 5 gravel or pavement.

- i. Screening may be required for outdoor facilities related to the event center and may include permanent landscaping, berms, fences, or walls.
- j. All light fixtures shall be downcast style fixtures. Reflected glare or spill light from all exterior lighting shall not exceed 0.1 foot-candle measurement on the property line when adjoining residential and agricultural zoned property.
- k. No overnight camping shall be allowed as part of an event center.
- l. As part of the IUP, the City may approve signage for the event center. Consideration shall be given to the sign area, height, location and potential impacts on adjacent properties.
- m. Compliance with all applicable regulations including State Health Code, State building codes, and local liquor licensing requirements.

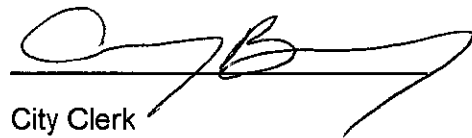
SECTION 4. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its passage and publication as required by law.

Adopted by the City Council of the City of Dayton on July 25, 2023.



Mayor

ATTEST:



City Clerk

Published in the Champlin Dayton Press on August 03, 2023

Motion made by Trost, seconded by Henderson

Motion passed unanimously

ITEM: Adoption of Special Event Ordinance (See update section)

PREPARED BY: Fire Chief Gary Hendrickson, Fire Chief
Update Section by Zach Doud, City Administrator

POLICY DECISION / ACTION TO BE CONSIDERED: Adoption of Special Event Ordinance replacing chapter 93: Large Assemblies. Adoption of a city ordinance that clearly defines and regulates special events within the city limits, ensuring public safety, order, and the efficient use of city resources

BACKGROUND: Special events, such as festivals, parades, community fairs, and races, are integral to the cultural and social fabric of our city. They attract visitors, stimulate the local economy, and enhance community spirit. However, the absence of a formal ordinance regulating these events has led to several challenges:

Public Safety Concerns:

- **Traffic and Crowd Control:** Without clear regulations, planning for adequate traffic and crowd control measures becomes difficult, leading to potential hazards for both participants and bystanders.
- **Emergency Services:** The lack of a defined framework hampers the coordination of emergency services, such as fire, police, and medical response, during large gatherings.

Resource Allocation:

- **City Services:** Unregulated events place a strain on city services, including sanitation, waste management, and public works, which are often unprepared for the increased demand.
- **Financial Impact:** The city incurs unplanned expenses for additional staffing, overtime, and resource deployment, impacting the overall budget.

Environmental and Community Impact:

- **Noise and Pollution:** Events without proper guidelines can result in excessive noise, litter, and environmental degradation, affecting the quality of life for residents.
- **Community Disruption:** Unregulated events may cause disruptions to daily life, including road closures and restricted access to public spaces, leading to community dissatisfaction.

CRITICAL ISSUES: Failing to adopt this ordinance could lead to continued and escalating challenges, including:

- **Increased Public Safety Risks:** Without a regulatory framework, the city may face heightened risks associated with uncoordinated crowd and traffic control, and inadequate emergency response during special events.
- **Strain on City Resources:** The continued unplanned allocation of city resources could lead to budget overruns, reducing the availability of services for other essential city functions and projects.

- **Environmental Degradation:** Unregulated events may result in significant environmental damage, affecting public spaces and resident well-being.
- **Community Dissatisfaction:** Ongoing disruptions and lack of clear communication regarding special events can lead to resident frustration and decreased community cohesion.

UPDATE: After review of the last council meeting, there was a failed motion to approve this ordinance with amendments. It was presumed by staff and council at the time that the failed motion had meant that the ordinance was denied. However, based on state statute, a failed motion only resets the agenda item and another motion must be made that passes a vote of the council and becomes successful.

With this updated information, the council needs to make a motion that will pass a vote of the council to be considered successful and complete the item on the agenda.

RECOMMENDATION: We recommend that the city council approve the proposed ordinance to provide a structured and effective framework for managing special events.

ATTACHMENT(S):

Special Event Ordinance

**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 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)

(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.

(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)
- (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)
- (M) Requirements concerning the area of assembly and disbanding of a parade or other events occurring along a route.
- (N)
- (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

(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 114 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:

Central Park Parking Lot Improvements

PREPARED BY:

Jason Quisberg, Engineering

POLICY DECISION / ACTION TO BE CONSIDERED:

Award Construction Contract for the Central Park Parking Lot Improvements Project

BACKGROUND:

At the July 9th meeting, Council directed staff to complete a design for improving (paving) the existing parking lot in Central Park, and seek pricing for construction of the improvements.

The designed improvements generally include: shaping the existing gravel to improve drainage, installing concrete curb/edging to the parking area, paving the parking area and the driveway connecting South Diamond Lake Road, and striping the stalls to guide users. Note that the improvements were limited to (approximately) fit the existing gravel area. See the enclosed plan set for more information.

Since anticipated construction costs were less than \$175,000, State Statute allows bid solicitation to be accomplished by invitational quote, rather than through following the public bidding process. Therefore, requests for quotes were sent to a number of contractors.

Four quotes were received:

Bid	Contractor	Quote Amount
LOW	OMG Midwest	\$163,993.85
2	Valley Paving	\$164,703.79
3	GMH Asphalt	\$179,664.55
4	S.M. Hentges	\$180,593.60

See enclosed tabulation for more detail relating to the quotes received.

Dayton Elementary utilizes this driveway and parking area for student drop-off and pick-up. We have been in contact with the school regarding the proposed improvements and coordination the would be necessary for construction of the improvements. The school has confirmed support for the project and their willingness to establish an alternate drop-off/pick-up route/location during the construction.

If Council would like to proceed with the improvements as proposed yet this year, it is recommended that a contract be awarded to OMG Midwest for the improvements.

Based on the low quote received, the estimated total project cost is summarized below:

<u>Item</u>	<u>Est. Cost</u>
Construction Cost	\$164,000
Engineering Cost	\$34,000
Other Indirect Cost	\$2,000
Total Project Cost	\$200,000

As discussed at the July 9th meeting, the funding source would be the City Pavement Management Fund.

The substantial completion date for the work is identified as November 8, 2024. It is expected the work would commence as soon as the contracts are able to be coordinated – estimated to occur mid-September

RECOMMENDATION:

Award the construction contract for this project to OMG Midwest in the amount of \$163,993.85.

ATTACHMENT(S):

Quote (bid) Tabulation

Central Park Parking Lot Improvements plan set



Project Name: Central Park parking Lot

City Project No.: _____

Stantec Project No.: 193807212

Bid Opening: Tuesday, August 20, 2024 at 1:00 PM CDT

Owner: Dayton, Minnesota

BID TABULATION				Bidder No. 1		Bidder No. 2		Bidder No. 3		Bidder No. 4	
				OMG Midwest, Inc. dba Minnesota Paving & Materials		Valley Paving		GMH Asphalt Corp.		SM Hentges and Sons Inc.	
Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
BASE BID:											
1	MOBILIZATION	LUMP SUM	1	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$30,000.00	\$30,000.00	\$20,000.00	\$20,000.00
2	REMOVE BITUMINOUS PAVEMENT	SQ YD	10	\$53.00	\$530.00	\$49.00	\$490.00	\$11.00	\$110.00	\$21.00	\$210.00
3	COMMON EXCAVATION - OFFSITE (EV)	CY YD	130	\$58.00	\$7,540.00	\$54.00	\$7,020.00	\$126.00	\$16,380.00	\$56.00	\$7,280.00
4	AGGREGATE BASE CLASS 5, 100% CRUSHED	TON	270	\$43.00	\$11,610.00	\$51.00	\$13,770.00	\$27.10	\$7,317.00	\$67.00	\$18,090.00
5	ADJUST CASTING	EACH	1	\$2,000.00	\$2,000.00	\$875.00	\$875.00	\$1,800.00	\$1,800.00	\$910.00	\$910.00
6	CONCRETE RIBBON CURB	LIN FT	810	\$36.00	\$29,160.00	\$31.00	\$25,110.00	\$30.15	\$24,421.50	\$24.00	\$19,440.00
7	TYPE SP 9.5 WEARING COURSE (3,8)	TON	910	\$92.00	\$83,720.00	\$105.52	\$96,023.20	\$95.00	\$86,450.00	\$110.00	\$100,100.00
8	4" SOLID WHITE PAVEMENT MARKING, PAINT	LIN FT	2809	\$0.65	\$1,825.85	\$0.01	\$28.09	\$0.65	\$1,825.85	\$0.40	\$1,123.60
9	WHITE PAVEMENT MESSAGE (ADA STALLS AND AISLES),	LUMP SUM	1	\$110.00	\$110.00	\$1,034.00	\$1,034.00	\$55.20	\$55.20	\$330.00	\$330.00
10	ADA PARKING SIGN	EACH	5	\$93.50	\$467.50	\$412.50	\$2,062.50	\$470.00	\$2,350.00	\$450.00	\$2,250.00
11	LOAM TOPSOIL TOPSOIL (LV)	CU YD	50	\$90.13	\$4,506.50	\$85.80	\$4,290.00	\$92.00	\$4,600.00	\$60.00	\$3,000.00
12	MNDOT 25-131 SEED MIX, FERTILIZER TYPE 2, AND STABIL	SQ YD	280	\$10.80	\$3,024.00	\$3.20	\$896.00	\$3.50	\$980.00	\$12.00	\$3,360.00
13	PERIMETER CONTROL (BIOROLL OR SILT FENCE), MAINT	LIN FT	900	\$5.00	\$4,500.00	\$3.45	\$3,105.00	\$3.75	\$3,375.00	\$5.00	\$4,500.00
BASE BID TOTAL					\$163,993.85		\$164,703.79		\$179,664.55		\$180,593.60
Contractor Name and Address:				OMG Midwest, Inc. dba Minnesota Paving & Materials 14475 Quiram Drive Rogers, MN 55374		Valley Paving Inc. 8800 13th Ave East Shakopee, MN 55379		GMH Asphalt Corp. 9180 Laketown Road Chaska, MN 55318		S.M. Hentges & Sons 650 Quaker Avenue Jordan, MN 55352	
Phone:				(612) 799-9641		(952) 445-8615		(952) 442-5288		(952) 452-9566	
Email:				chad.posusta@minnmp.com		masons@valleypaving.com		brandon@gmhasphalt.com		darren.mcalpine@SMHentges.com	
Signed By:				Erik Beggs		Carol Kadrlík		Brandon Butorac		Nate Hentges	
Title:				VP Preconstruction		Secretary		Vice President		Executive Vice President	

CONSTRUCTION PLANS

FOR

CENTRAL PARK PARKING LOT IMPROVEMENTS

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

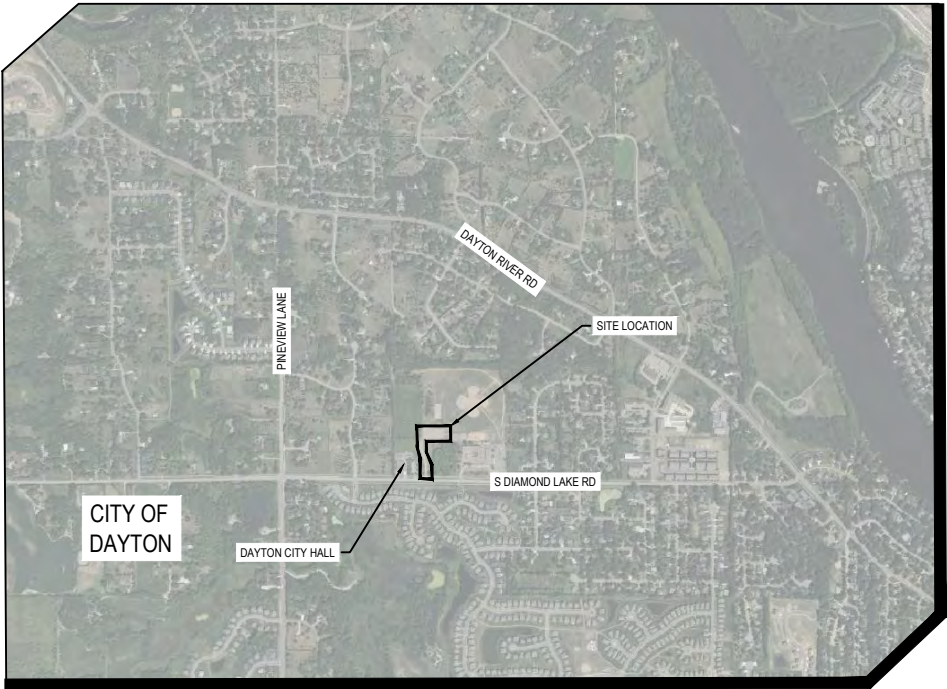


CITY OF DAYTON
12260 S DIAMOND LAKE ROAD
DAYTON, MINNESOTA 55327

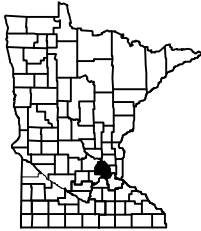
City Council

Mayor
Council Member
Council Member
Council Member
Council Member
Administrator

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



VICINITY MAP
NOT TO SCALE



PROJECT LOCATION
CITY: DAYTON
COUNTY: HENNEPIN

PROJECT DATUM

HORIZONTAL: MNDOT HENNEPIN COUNTY, US FOOT
VERTICAL: NAVD88

Sheet List Table	
Sheet Number	Sheet Title
G-001	COVER SHEET
G-002	GENERAL NOTES AND DETAILS
C-001	EXISTING CONDITIONS AND REMOVAL PLAN NORTH
C-002	EXISTING CONDITIONS AND REMOVAL PLAN SOUTH
C-301	GRADING AND RESTORATION PLAN NORTH
C-302	GRADING AND RESTORATION PLAN SOUTH
C-601	SITE PLAN NORTH
C-602	SITE PLAN SOUTH

THIS PLAN SET CONTAINS 8 SHEETS

WARNING:
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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

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



CITY OF DAYTON

CENTRAL PARK PARKING
LOT IMPROVEMENTS
DAYTON, MINNESOTA 55327

PROJECT TITLE

ISSUE NO.	DESCRIPTION	DATE
0	ISSUE FOR QUOTES	8/13/2024

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.: 49904
DATE: 8.13.2024

PROJECT NO.: 193807212
DWN BY: JJE
CHKD BY: NMF
APPD BY: MJS

ISSUE DATE: 8/13/2024
ISSUE NO.: 0

SHEET TITLE:
COVER SHEET

SHEET NO.: 214
G-001

GENERAL NOTES

- UNTIL REVISION BLOCK STATES "ISSUED FOR CONSTRUCTION", THE PLAN SET IS NOT CERTIFIED FOR CONSTRUCTION AND CONTRACTOR IS BUILDING AT THEIR OWN RISK.
- EXISTING CONDITIONS SHOWN ARE FROM A TOPOGRAPHIC SURVEY COMPLETED BY STANTEC CONSULTING SERVICES INC. DATED JULY 2024. EXISTING FEATURES MAY NOT BE EXACT TO THEIR LOCATION. CONTRACTOR RESPONSIBLE FOR VERIFYING THE CONDITIONS OF THE SITE AND MUST IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF DISCREPANCIES OR VARIATIONS FROM THE DRAWINGS.
- SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CIASCE 38-2 ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA". EXACT LOCATION/DEPTH OF SUBSURFACE UTILITIES SUCH AS GAS, TELEPHONE, FIBER OPTIC, SEWER, WATER, PIPELINES, ELECTRICAL, AND CABLE TV ARE UNKNOWN AND THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE.
- CONTRACTOR RESPONSIBLE FOR CONTACTING GOPHER STATE ONE CALL (1-800-252-1166) A MINIMUM OF 48 HOURS IN ADVANCE (EXCLUDING HOLIDAYS AND WEEKENDS) BEFORE STARTING WORK FOR LOCATIONS OF UNDERGROUND UTILITIES.
- CONTRACTOR SHALL ANTICIPATE PRIVATE UTILITY CONFLICTS THROUGHOUT THE PROJECT SUB CUT AND TRENCH AREAS AND MUST COORDINATE THE RELOCATION OR PROTECTION OF EXISTING UTILITIES, OR INSTALLATION OF NEW UTILITIES WITH UTILITY OWNERS THAT MAY HAVE BURIED OR AERIAL UTILITIES WITHIN OR NEAR THE CONSTRUCTION AREA BEFORE STARTING WORK. COSTS FOR SUCH WORK, INCLUDING EXTRA TIME AND EFFORT FOR PROVISIONS NECESSARY TO WORK AROUND OR UNDER UTILITIES, IS THE RESPONSIBILITY OF THE CONTRACTOR WITH NO ADDITIONAL COST TO THE OWNER.
- QUANTITIES ARE APPROXIMATE, AND MAY VARY TO ALLOW COMPLETION OF WORK.
- WORK AND MATERIALS MUST COMPLY WITH CITY, COUNTY, STATE, AND FEDERAL (INCLUDING OSHA) REGULATIONS AND CODES.
- CONTRACTOR SHALL COORDINATE AND MAINTAIN ACCESS TO PROPERTIES THROUGHOUT CONSTRUCTION.
- CONTRACTOR SHALL COORDINATE AND MAINTAIN MAIL, GARBAGE, AND RECYCLING SERVICES TO PROPERTIES THROUGHOUT CONSTRUCTION.
- CONTRACTOR SHALL COORDINATE AND MAINTAIN STORMWATER DRAINAGE CONVEYANCE THROUGHOUT CONSTRUCTION (BOTH PIPED AND OVERLAND FLOW).
- CONTRACTOR SHALL COORDINATE AND MAINTAIN WATER AND SANITARY FLOW TO AND FROM PROPERTIES.
- CONTRACTOR SHALL COORDINATE AND MAINTAIN UTILITY SERVICES TO ADJACENT PROPERTIES AT ALL TIMES. UTILITY SERVICE MUST NOT BE INTERRUPTED WITHOUT APPROVAL FROM OWNER, CITY, AND ADJACENT PROPERTIES.
- CONTRACTOR SHALL PRESERVE AND PROTECT EXISTING PAVEMENT, SITE FEATURES, UTILITIES, TREES, ETC., UNLESS NOTED OR SHOWN OTHERWISE.
- EXISTING PAVEMENT AND SITE CONDITIONS HAVE BEEN DOCUMENTED, AND ANY DAMAGE TO THE EXISTING PAVEMENT, CURBING, STRIPING, OR OTHER SITE FEATURE TO REMAIN MUST BE REPLACED BY THE CONTRACTOR, TO OWNER'S SATISFACTION, AT NO ADDITIONAL COST TO THE OWNER.
- CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING CONSTRUCTION AND WILL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGES.
- CONTRACTOR MUST IMMEDIATELY NOTIFY THE OWNER AND ENGINEER IN WRITING OF DISCREPANCIES OR CONFLICTS IN THE CONTRACT DOCUMENTS BEFORE COMMENCING WORK. NO FIELD CHANGES OR DEVIATIONS ARE TO BE MADE WITHOUT PRIOR WRITTEN APPROVAL FROM THE ENGINEER. FAILURE TO NOTIFY OWNER AND ENGINEER OF AN IDENTIFIABLE CONFLICT BEFORE PROCEEDING WITH INSTALLATION RELIEVES OWNER AND ENGINEER OF ANY OBLIGATION TO PAY FOR A RELATED CHANGE ORDER.
- CONTRACTOR SHALL HAVE ONE COPY OF EACH REQUIRED CONSTRUCTION PERMIT AND ONE COPY OF THE MOST CURRENT AND COMPLETE SET OF CONSTRUCTION DOCUMENTS (INCLUDING PLANS, SPECIFICATIONS, GEOTECHNICAL REPORT, SPECIAL CONDITIONS AND PROVISIONS, ETC.) AVAILABLE AT THE PROJECT SITE AT ALL TIMES.
- CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR IMPLEMENTATION AND ENFORCEMENT OF SAFE WORK PRACTICES, INCLUDING BUT NOT LIMITED TO PERSONNEL MONITORING, USE OF TRENCHING, SHEETING, AND SHORING, SCAFFOLDING, MATERIALS HANDLING AND DRILLING, OPERATION OF EQUIPMENT; AND SAFETY OF PUBLIC DURING PROGRESS OF WORK.
- CONTRACTOR SHALL PLAN FOR AND ENSURE PERSONNEL COMPLY WITH PROVISIONS OF OSHA SAFETY AND HEALTH STANDARDS (29 CFR 1910) AND GENERAL CONSTRUCTION STANDARDS (29 CFR 1926) AS APPROPRIATE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING, AND SUPERVISING SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH WORK. CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS FOR SAFETY OF EMPLOYEES ON PROJECT SITE AND OTHER PERSONS AND ORGANIZATIONS WHO MAY BE AFFECTED BY THE PROJECT. CONTRACTOR'S DUTIES AND RESPONSIBILITIES FOR SAFETY IN CONNECTION WITH WORK SHALL CONTINUE UNTIL SUCH TIME AS ALL WORK IS COMPLETED, AND ENGINEER HAS ISSUED NOTICE TO CONTRACTOR THAT WORK IS COMPLETE.
- HAZARDOUS MATERIALS, INCLUDING BUT NOT LIMITED TO OIL, GASOLINE, PAINT AND OTHER HAZARDOUS SUBSTANCES MUST BE PROPERLY STORED, BY THE CONTRACTOR, INCLUDING SECONDARY CONTAINMENTS, TO PREVENT SPILLS, LEAKS OR OTHER DISCHARGE. RESTRICTED ACCESS TO STORAGE AREAS MUST BE PROVIDED TO PREVENT VANDALISM. STORAGE AND DISPOSAL OF HAZARDOUS WASTE MUST BE IN COMPLIANCE WITH MPCA REGULATIONS. CONTRACTOR SHALL REMOVE SPILL OF FUELS, OILS, OR OTHER CHEMICALS IMMEDIATELY UPON DETECTION.

REMOVAL/DEMOLITION NOTES

- SEE GENERAL NOTES FOR ADDITIONAL PROJECT AND SITE INFORMATION.
- CONTRACTOR SHALL OBTAIN PERMITS REQUIRED FOR DEMOLITION, REMOVAL AND DISPOSAL.
- CONTRACTOR SHALL REVIEW FEATURES NOT SPECIFICALLY IDENTIFIED ON PLAN FOR SALVAGE OR REMOVAL THAT CONFLICT WITH CONSTRUCTION WITH THE ENGINEER.
- MATERIALS REMOVED/DEMOLISHED BY CONTRACTOR BECOME PROPERTY OF THE CONTRACTOR, UNLESS OTHERWISE NOTED. CONTRACTOR SHALL LOAD AND HAUL MATERIAL OFF-SITE AND PROPERLY DISPOSE OF MATERIALS IN ACCORDANCE WITH APPLICABLE REGULATIONS. CONTRACTOR MUST LEAVE THE SITE IN A CONDITION TO THE SATISFACTION OF THE OWNER AND ENGINEER.
- CONTRACTOR SHALL SAWCUT FULL DEPTH AT PAVEMENT REMOVAL LIMITS AND AS NECESSARY TO CREATE A SMOOTH FIT/TRANSITION ALONG MATCHING PAVEMENT AREAS.
- CONTRACTOR SHALL COORDINATE UTILITY REMOVAL WORK WITH APPROPRIATE UTILITY OWNER.
- CONTRACTOR SHALL SALVAGE AND REINSTALL STREET AND TRAFFIC SIGNS IN CONFLICT WITH CONSTRUCTION ACTIVITIES AS NOTED OR AS DIRECTED BY ENGINEER. IF SIGNS ARE DAMAGED DURING CONSTRUCTION, CONTRACTOR REQUIRED TO PROVIDE NEW SIGNS AT NO ADDITIONAL COST TO THE OWNER.
- CONTRACTOR SHALL SALVAGE AND REINSTALL FENCE IN CONFLICT WITH CONSTRUCTION ACTIVITIES AS NOTED OR AS DIRECTED BY ENGINEER. IF FENCE IS DAMAGED DURING CONSTRUCTION, CONTRACTOR REQUIRED TO PROVIDE NEW FENCE, TO OWNER'S SATISFACTION, AT NO ADDITIONAL COST TO THE OWNER.
- IN THE EVENT THAT UNKNOWN CONTAINERS OR TANKS ARE ENCOUNTERED, THE CONTRACTOR MUST CONTACT THE ENGINEER IMMEDIATELY. ALL CONTAINERS OR TANKS MUST BE DISPOSED OF PROPERLY AT A REGULATED/PERMITTED FACILITY.

TRAFFIC CONTROL NOTES

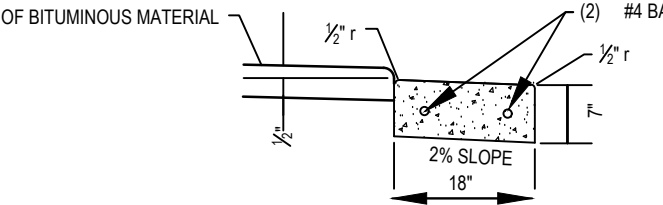
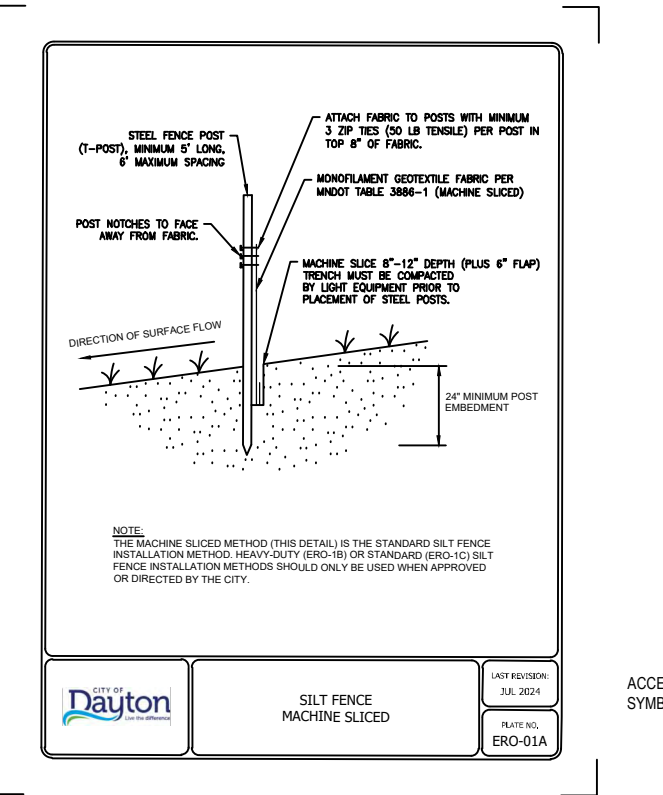
- SEE GENERAL NOTES FOR ADDITIONAL PROJECT AND SITE INFORMATION.
- CONTRACTOR SHALL COORDINATE CONSTRUCTION STAGING, ON OR OFFSITE, AS NECESSARY TO COMPLETE THE WORK. IF OFFSITE STAGING AREA IS REQUIRED, CONTRACTOR IS RESPONSIBLE TO FIND, OBTAIN, AND PAY FOR NECESSARY STAGING AREA AT NO ADDITIONAL COST TO THE OWNER. SUBMIT A STAGING PLAN TO THE ENGINEER FOR REVIEW BEFORE STARTING WORK.
- CONTRACTOR RESPONSIBLE FOR ALL TRAFFIC CONTROL. TRAFFIC CONTROL MUST BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MN MUTCD, INCLUDING LATEST FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS. SUBMIT TRAFFIC CONTROL PLAN TO CITY AND ENGINEER FOR REVIEW BEFORE CONSTRUCTION RELATED ACTIVITIES. PLANS MUST COMPLY WITH APPLICABLE PERMIT REQUIREMENTS. TRAFFIC CONTROL INCLUDES NECESSARY SIGNAGE AND MARKINGS FOR SIDEWALKS, TRAILS, ETC. CLOSURE. THIS MUST INCLUDE ADVANCED WARNING SIGNS AND NECESSARY FENCING AND SIGNAGE TO PREVENT PEDESTRIANS FROM ACCESSING THE PROPOSED AREA.
- CONTRACTOR SHALL MAINTAIN TWO-WAY TRAFFIC ON SOUTH DIAMOND LAKE ROAD AT ALL TIMES, UNLESS OTHERWISE APPROVED BY THE ROAD AUTHORITY.

PAVING, PAVEMENT MARKING, AND SIGNAGE NOTES

- SEE GENERAL NOTES FOR ADDITIONAL PROJECT AND SITE INFORMATION.
- CONTRACTOR SHALL MAINTAIN STREET AND TRAFFIC SIGNS AT ALL TIMES DURING CONSTRUCTION.
- SIGNS, PAVEMENT MARKINGS, AND OTHER TRAFFIC CONTROL DEVICES MUST BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND CITY STANDARDS.
- THE PAVEMENT SURFACE SHALL BE CLEANED AT THE DIRECTION OF THE CITY, AND ENGINEER JUST PRIOR TO APPLICATION OF PAVEMENT MARKINGS. PAVEMENT CLEANING SHALL CONSIST OF AT LEAST BRUSHING WITH A ROTARY BROOM (NON-METALLIC) OR AS RECOMMENDED BY THE MATERIAL MANUFACTURER AND ACCEPTABLE TO THE CITY AND ENGINEER. (INCIDENTAL)
- THE PAVEMENT MARKING APPLICATION SHALL IMMEDIATELY FOLLOW THE PAVEMENT CLEANING.
- EXACT LOCATION OF PAVEMENT MARKINGS TO BE FIELD LOCATED BY THE CONTRACTOR.

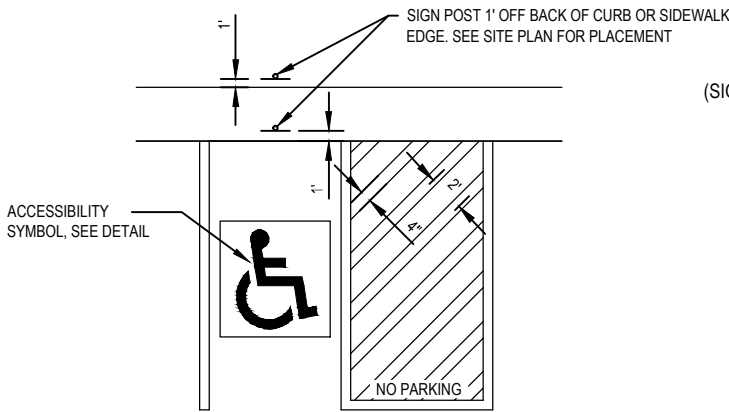
EROSION CONTROL NOTES

- SEE GENERAL NOTES FOR ADDITIONAL PROJECT AND SITE INFORMATION.
- BEFORE SITE DISTURBANCE AND AS REQUIRED AS CONSTRUCTION PROGRESSES, CONTRACTOR SHALL INSTALL, MAINTAIN, REPAIR, AND REPLACE EROSION PREVENTION MEASURES AND SEDIMENT CONTROL DEVICES (INLET PROTECTION, CONSTRUCTION ENTRANCE, SILT FENCE, EROSION CONTROL BLANKET, ETC.) IN ACCORDANCE WITH THE NPDES PERMIT, AND CITY REQUIREMENTS.
- ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED DEPENDING ON SITE CONDITIONS DURING CONSTRUCTION. COORDINATE WITH ENGINEER.
- CONTRACTOR SHALL REMOVE ANY SEDIMENT THAT HAS TRACKED ONTO PAVED SURFACES BOTH ON AND OFFSITE WITHIN 24 HOURS AND AS DIRECTED BY CITY, OWNER, ENGINEER. SWEEP STREET IN ACCORDANCE WITH CITY, COUNTY, STATE AND NPDES PERMIT REQUIREMENTS.
- CONTRACTOR SHALL COMPLETE CONCRETE WASH-OUT OFF-SITE OR PROVIDE SELF-CONTAINED CONCRETE READY MIX TRUCKS.
- CONTRACTOR SHALL MINIMIZE DUST FROM CONSTRUCTION OPERATIONS BY PROVIDING WATER OR OTHER APPROVED METHOD ON A DAILY BASIS.
- CONTRACTOR SHALL REMOVE ALL EROSION CONTROL MEASURES AFTER SITE HAS BEEN STABILIZED AND VEGETATION IS ESTABLISHED AS DIRECTED BY ENGINEER. EROSION CONTROL MEASURES USED FOR CONSTRUCTION MUST NOT BE REMOVED UNTIL AUTHORIZED BY OWNER OR ENGINEER.



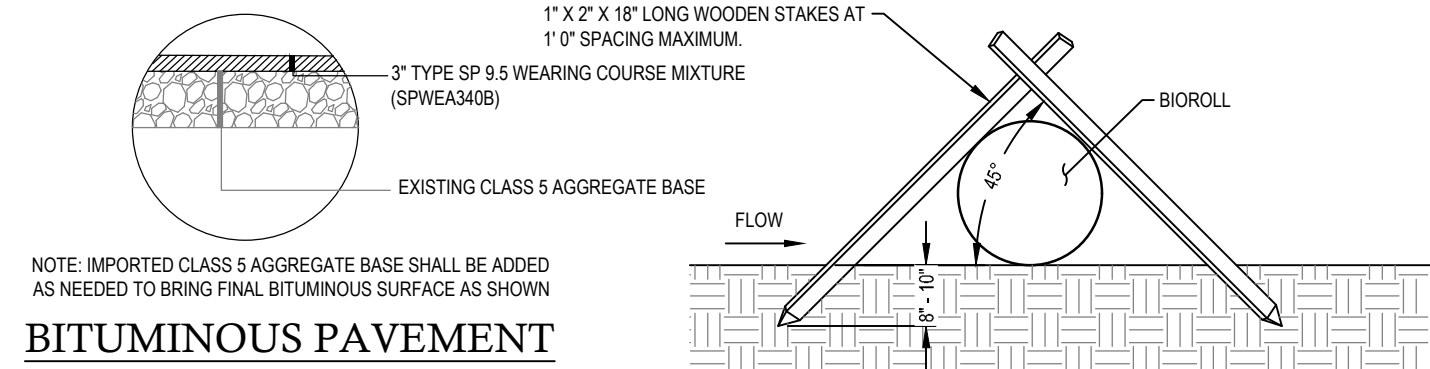
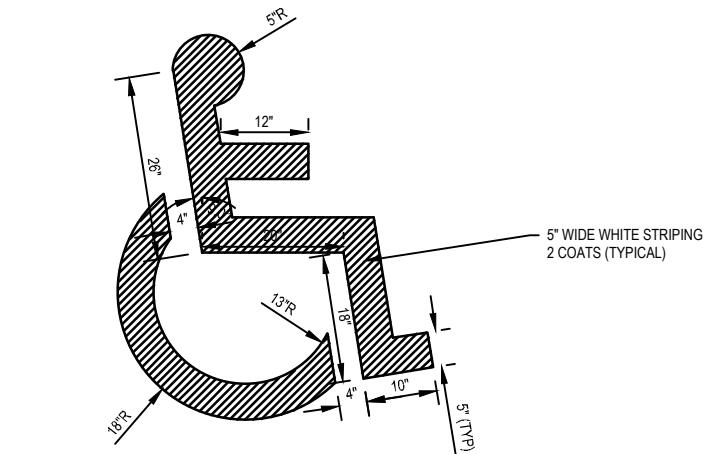
RIBBON CURB

ACCESSIBILITY SYMBOL



- NOTES:
- STRIPING ADJACENT TO HANDICAP PARKING SHALL BE WHITE.
 - DIMENSION HANDICAP SYMBOLS PER INTERNATIONAL SYMBOL OF ACCESSIBILITY DETAIL.
 - SEE PLAN FOR STALL DIMENSIONS.
 - DIMENSION "NO PARKING" TO BE 1' TALL.
 - SIGNAGE AND MARKINGS TO BE IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS.

ACCESSIBILITY STRIPING

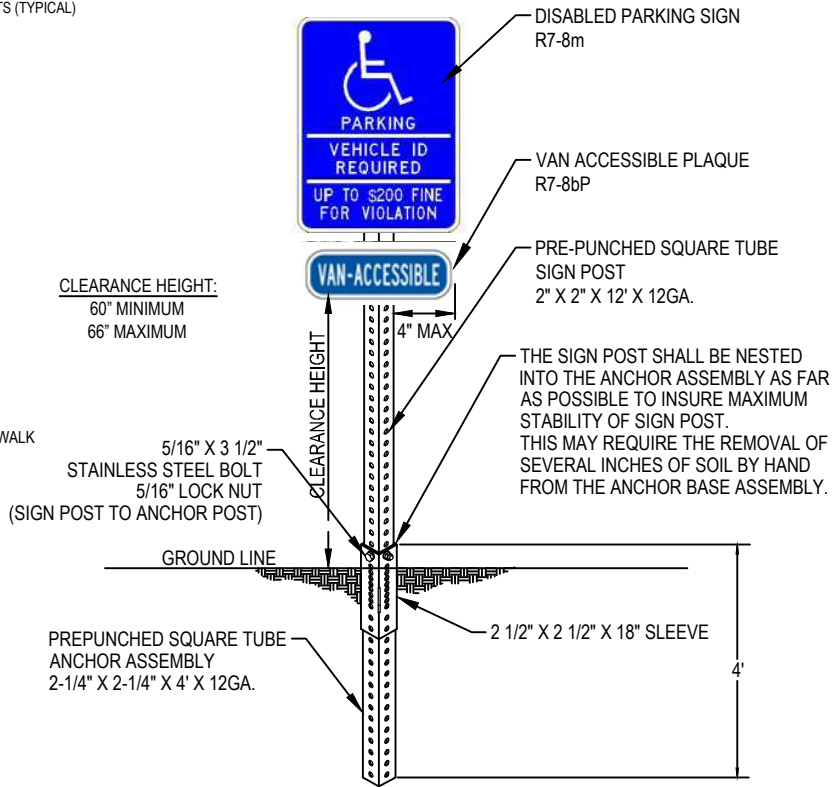


NOTE: IMPORTED CLASS 5 AGGREGATE BASE SHALL BE ADDED AS NEEDED TO BRING FINAL BITUMINOUS SURFACE AS SHOWN

BITUMINOUS PAVEMENT

NOTE: IF PLACED ON PAVED SURFACE, DO NOT STAKE INTO SURFACE. CONTRACTOR SHALL ENSURE BIOROLL IS PROPERLY FUNCTIONING AT LEAST DAILY AND AS REQUIRED BY THE SWPPP/NPDES PERMIT, IF APPLICABLE.

BIOLOG



- NOTES:
- SEE MnDOT STANDARD SIGN MANUAL FOR PUNCHING CODE AND DETAILED DRAWINGS OF TYPE "C" SIGN PANELS.
 - SEE MnDOT TRAFFIC ENGINEERING MANUAL CHAPTER 6 FOR DETAILS OF TRAFFIC SIGN INSTALLATION.

ACCESSIBILITY SIGN AND POST

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GOPHER STATE ONE CALL
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ONE CARLSON PARKWAY N.
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PHONE: 763-479-4200
FAX: 763-479-4242

CITY OF DAYTON

CENTRAL PARK PARKING LOT IMPROVEMENTS

DAYTON, MINNESOTA 55327

PROJECT TITLE	CENTRAL PARK PARKING LOT IMPROVEMENTS									
ISSUE NO.	0									
DESCRIPTION:	ISSUE FOR QUOTES									
DATE:	8/13/2024									

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.

MLJ/SLL

LICENSE NO.: 49904
DATE: 8.13.2024

PROJECT NO.: 193807212

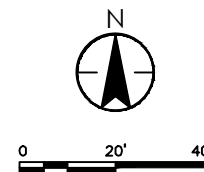
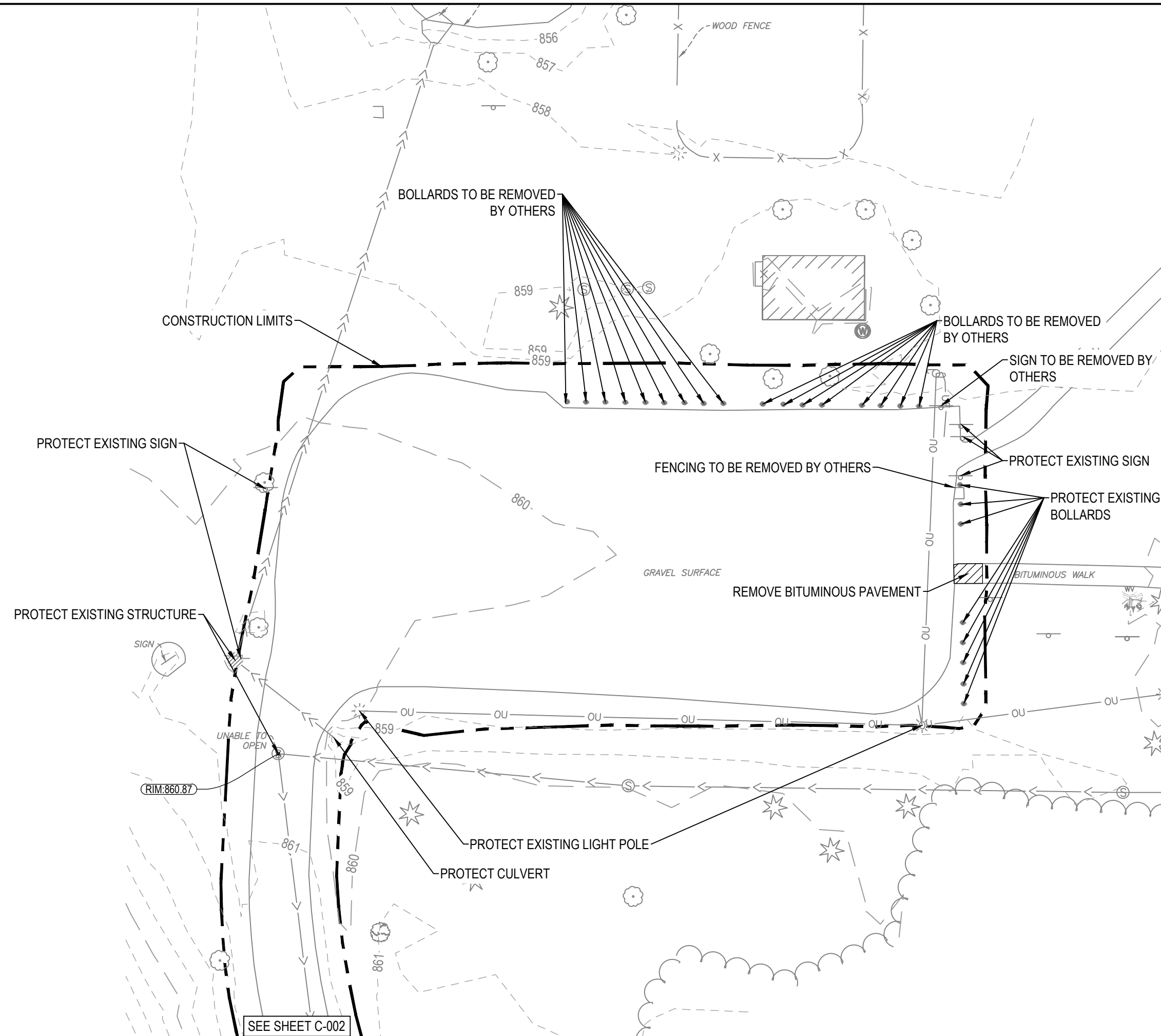
DWN BY: JJE CHKD BY: NMF APPD BY: MJJ

ISSUE DATE: 8/13/2024






















ISSUE NO.: 0

SHEET TITLE:
GENERAL NOTES AND DETAILS

SHEET NO.: 215
G-002



LEGEND

	CONSTRUCTION LIMITS
	EXISTING STORM SEWER
	EXISTING SANITARY SEWER
	EXISTING UNDERGROUND ELECTRIC LINE
	EXISTING OVERHEAD UTILITY LINE
	EXISTING EDGE OF GRAVEL
	EXISTING MINOR CONTOUR
	EXISTING MAJOR CONTOUR
	EXISTING SANITARY MANHOLE
	EXISTING STORM SEWER INLET
	EXISTING STORM SEWER INLET
	EXISTING FLARED END SECTION
	EXISTING HYDRANT
	EXISTING SIGN
	EXISTING BOLLARD/POST
	EXISTING UTILITY POLE
	EXISTING ANCHOR CABLE
	EXISTING LIGHT POLE
	REMOVE BITUMINOUS PAVEMENT
	REMOVE SIGN
	REMOVE BOLLARD/POST

NOTES

1. ALL SAWCUTTING IS INCIDENTAL TO PAVEMENT REMOVALS.

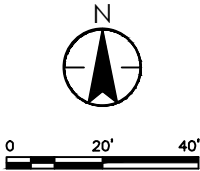
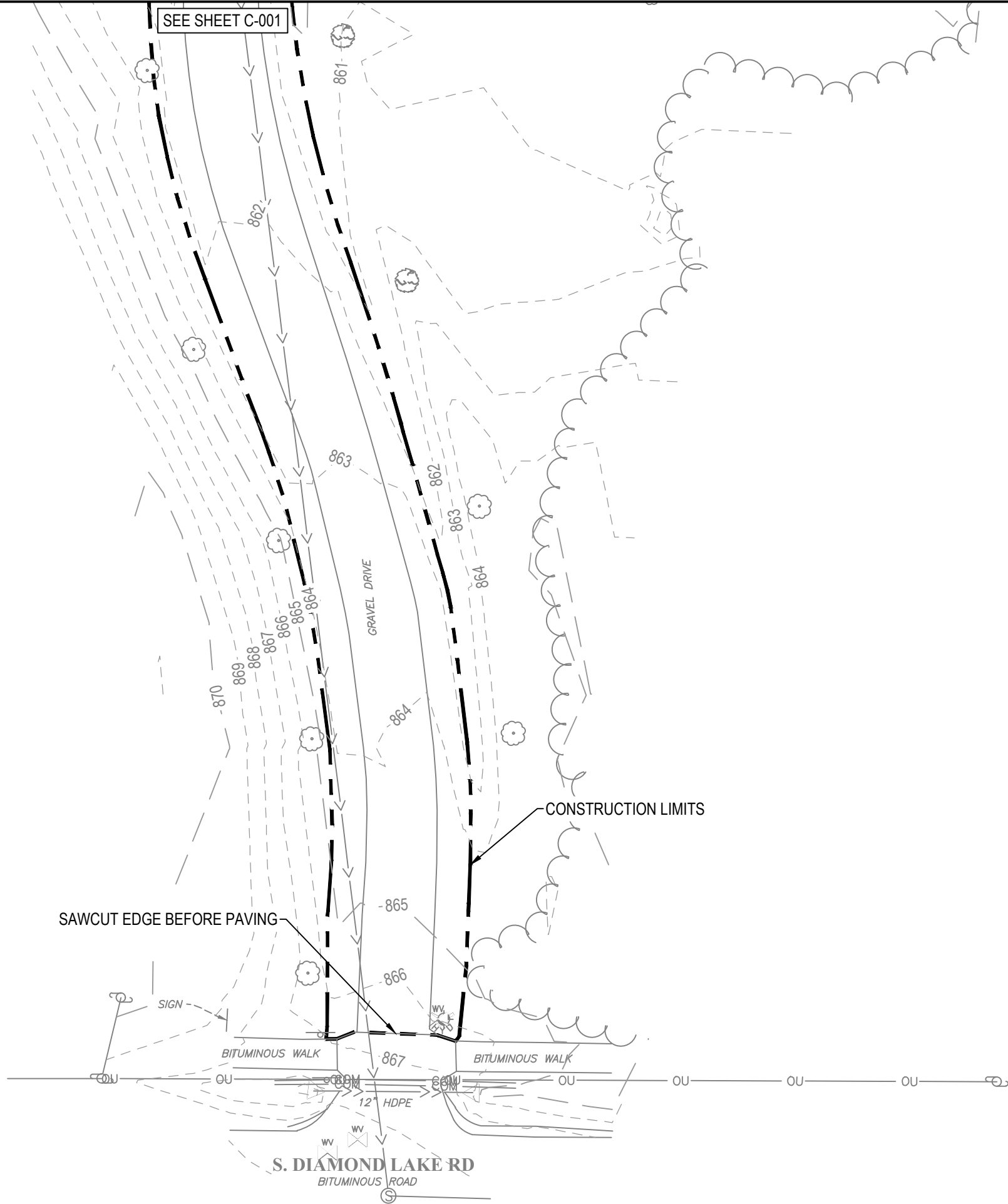
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CALL BEFORE YOU DIG

GOPHER STATE ONE CALL

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



LEGEND

	CONSTRUCTION LIMITS
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	EXISTING SANITARY SEWER
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Stantec
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SUITE 100
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PHONE: 763-479-4200
FAX: 763-479-4242

Dayton
MINNESOTA

CITY OF DAYTON

CENTRAL PARK PARKING
LOT IMPROVEMENTS

DAYTON, MINNESOTA 55327

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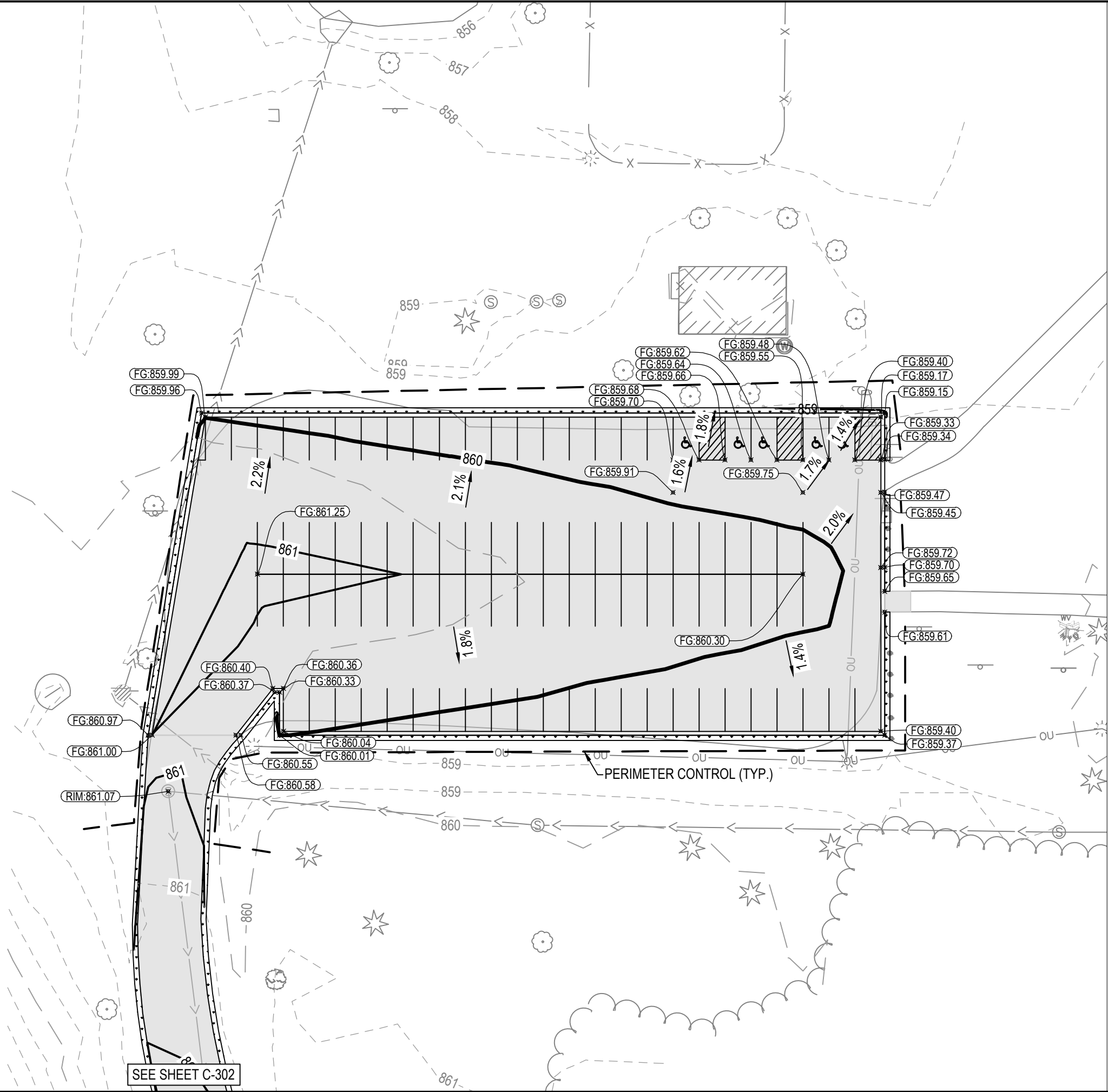
LICENSE NO.: 49904
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PROJECT NO.: 193807212
DWN BY: JJE CHK'D BY: NMF APP'D BY: MJS

ISSUE DATE: 8/13/2024
ISSUE NO.: 0

SHEET TITLE:
EXISTING CONDITIONS
AND REMOVAL PLAN
SOUTH

SHEET NO.:
217 **C-002**



LEGEND

- 901 --- EXISTING MINOR CONTOUR
- 900 --- EXISTING MAJOR CONTOUR
- 901 --- PROPOSED MINOR CONTOUR
- 900 --- PROPOSED MAJOR CONTOUR
- FL=9XX.XX FLOW LINE ELEVATION
- FG=9XX.XX FINISHED GRADE ELEVATION
- PERIMETER CONTROL
- MNDOT SEED MIX 25-131, FERTILIZER TYPE 2, AND STABILIZATION (HYDROMULCH OR EROSION CONTROL BLANKET)

NOTES

- CONTRACTOR TO NOTIFY ENGINEER IMMEDIATELY OF DISCREPANCIES WITH PROPOSED GRADING.

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

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

Dayton
MINNESOTA

CITY OF DAYTON

CENTRAL PARK PARKING LOT IMPROVEMENTS

DAYTON, MINNESOTA 55327

PROJECT TITLE

ISSUE NO.

0

DESCRIPTION

ISSUE FOR QUOTES

DATE

8/13/2024

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.

M. J. S. U.

LICENSE NO.: 49904

DATE: 8.13.2024

PROJECT NO.: 193807212

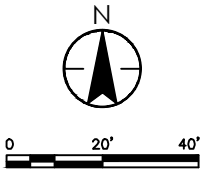
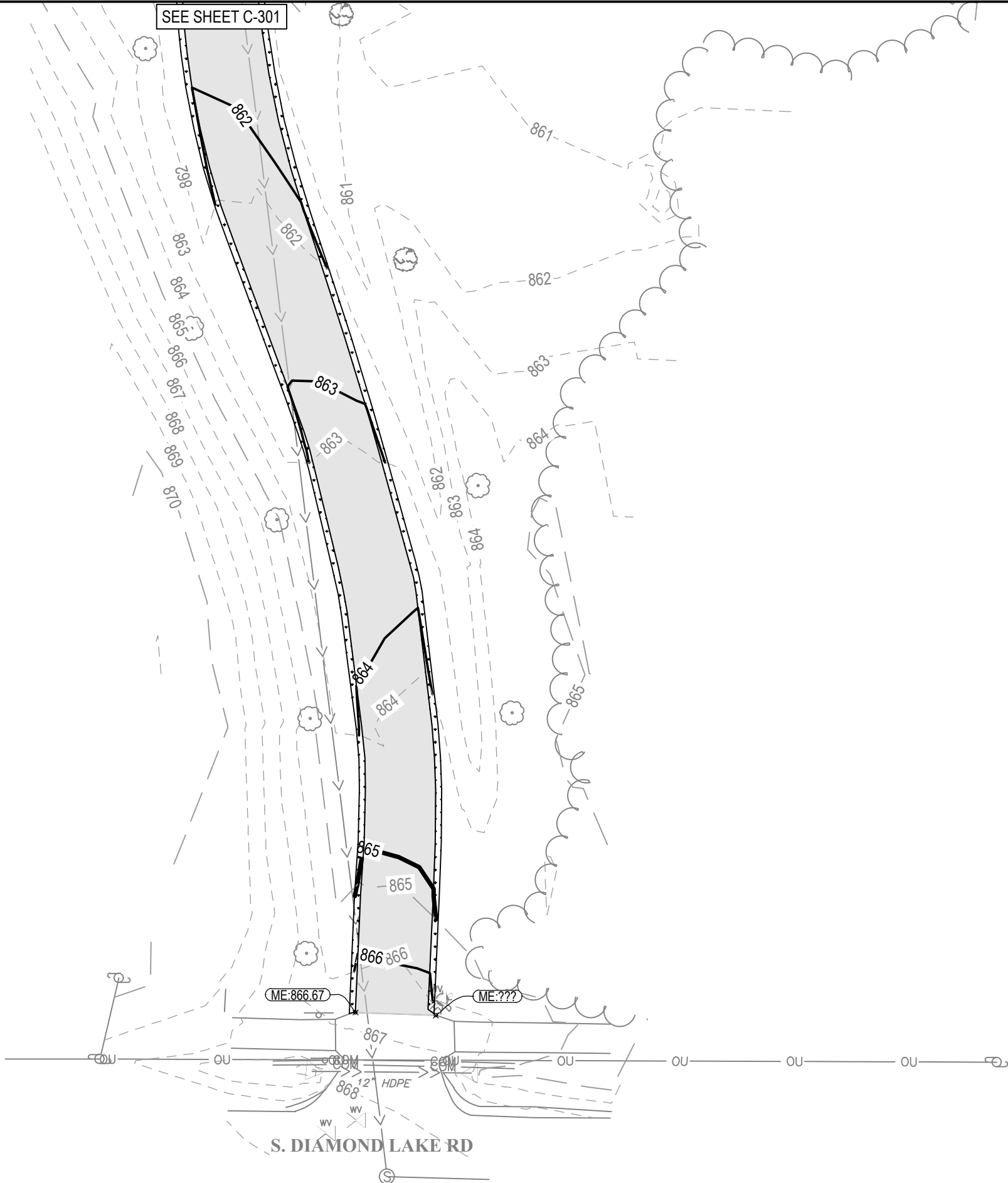
DWN BY: JJE CHKD BY: NMF APPD BY: MJS

ISSUE DATE: 8/13/2024

ISSUE NO.: 0

SHEET TITLE:
GRADING AND RESTORATION PLAN NORTH

SHEET NO.:
218 **C-301**



LEGEND

- 901 --- EXISTING MINOR CONTOUR
- 900 --- EXISTING MAJOR CONTOUR
- 901 — PROPOSED MINOR CONTOUR
- 900 — PROPOSED MAJOR CONTOUR
- FL=9XX.XX FLOW LINE ELEVATION
- FG=9XX.XX FINISHED GRADE ELEVATION
- PERIMETER CONTROL
- MNDOT SEED MIX 25-131, FERTILIZER TYPE 2, AND STABILIZATION (HYDROMULCH OR EROSION CONTROL BLANKET)

NOTES

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CALL BEFORE YOU DIG

GOPHER STATE ONE CALL
TWIN CITY AREA: 651-454-0002
TOLL FREE 1-800-252-1166

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

Dayton
MINNESOTA
CITY OF DAYTON

CENTRAL PARK PARKING LOT IMPROVEMENTS
DAYTON, MINNESOTA 55327

PROJECT TITLE

ISSUE NO.	DESCRIPTION	DATE
0	ISSUE FOR QUOTES	8/13/2024

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.
[Signature]

LICENSE NO.: 49904
DATE: 8.13.2024

PROJECT NO.: 193807212
DWN BY: JJE
CHKD BY: NMF
APPD BY: MJS

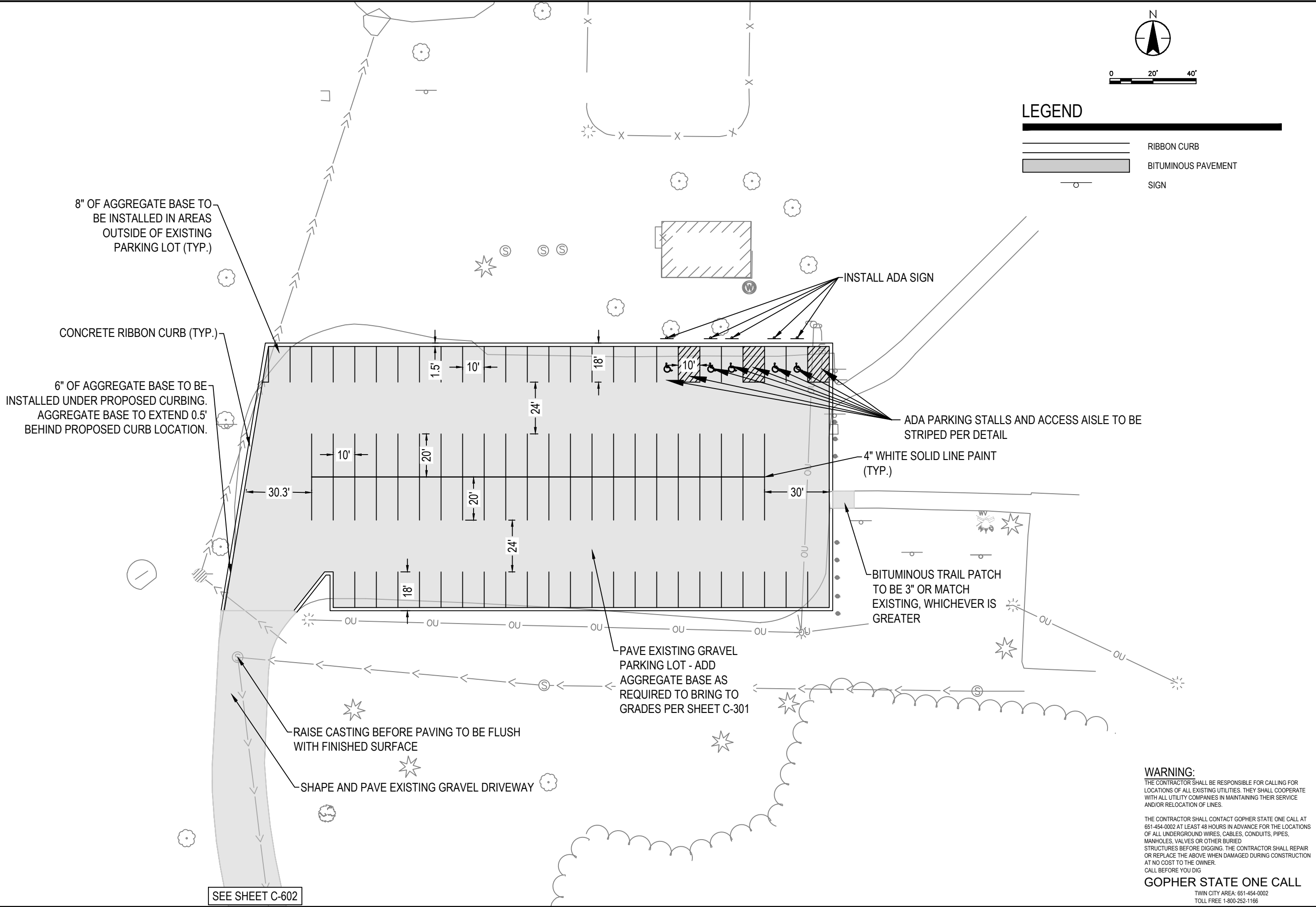
ISSUE DATE: 8/13/2024
ISSUE NO.: 0

SHEET TITLE:
GRADING AND RESTORATION PLAN SOUTH

SHEET NO.: 219
C-302

8/13/2024 1:00:04 PM

U:\19380721\CADD\DWG\03 - DESIGN\1 - CAD\3D PLANS\SHEETS\19380721_001.dwg 8/13/2024 - FINLEY, NICK





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



CITY OF DAYTON

CENTRAL PARK PARKING
LOT IMPROVEMENTS

DAYTON, MINNESOTA 55327

PROJECT TITLE

ISSUE NO.: 0

DESCRIPTION: ISSUE FOR QUOTES

DATE: 8/13/2024

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LICENSE NO.: 49904
DATE: 8.13.2024

PROJECT NO.: 193807212
DWN BY: JJE
CHKD BY: NMF
APPD BY: MJS
ISSUE DATE: 8/13/2024
ISSUE NO.: 0

SHEET TITLE:
SITE PLAN NORTH

SHEET NO.: 220
C-601

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.

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CALL BEFORE YOU DIG

GOPHER STATE ONE CALL
TWIN CITY AREA: 651-454-0002
TOLL FREE 1-800-252-1166



-
- RIBBON CURB
- BITUMINOUS PAVEMENT
- SIGN

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.

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



CITY OF DAYTON

CENTRAL PARK PARKING LOT IMPROVEMENTS

DAYTON, MINNESOTA 55327

[illegible]

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

LICENSE NO.: 49904
DATE: 8.13.2024

PROJECT NO.: 193807212

DWN BY: JJE	CHK'D BY: NMF	APP'D BY: MJS
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ISSUE DATE: 8/13/2024

SHEET TITLE:

SITE PLAN SOUTH

SHEET NO.:
221 **C-602**