

AGENDA
CITY OF DAYTON, MINNESOTA
12260 S. Diamond Lake Road, Dayton, MN 55327
Tuesday, October 8, 2024

REGULAR MEETING OF THE CITY COUNCIL - 6:30 P.M.

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

- 6:30 **CALL TO ORDER**
- 6:30 **PLEDGE OF ALLEGIANCE**
- 6:35 **APPROVAL OF AGENDA**
- 6:35 **CONSENT AGENDA** *These routine or previously discussed items are enacted with one motion. Any questions on items should have those items removed from consent agenda and approved separately.*
- A. Approval of Council Meeting Minutes of September 24, 2024
- B. Approval of Payment of Claims for October 08, 2024
- C. Well Head Treatment Plant Memo
- D. Approval of Pay Request 1 for Wellhouse 5
- E. Approval of Pay Request 2 for Wellhouse 5
- F. Approval of Change Order 1 for Wellhouse 5
- G. Approval of Resolution 51-2024; Crow/Mississippi River Public Water Cooperative Agreement
- H. Approval of Pay Request 2 for Chip and Fog Seal Project
- I. Approval of Accepting Firefighter Brian Villanueva Resignation
- 6:40 **OPEN FORUM** *Is limited to Three minutes for non-agenda items; state your name and address; No Council Action will be taken and items will be referred back to staff*
- 6:50 **STAFF, CONSULTANT AND COUNCIL UPDATES**
- COUNCIL BUSINESS**
- Public Hearing**
- 7:05 J. Schedule the Public Hearing for Resolution 49-2024 and 50-2024; Unpaid Utilities Public Hearing will be During the 10-22-24 Council Meeting
- New Business**
- 7:10 K. Presentation from Morris Leatherman□
- 7:40 L. Discussion on Water and Sewer Rates for 2025
- 7:55 M. Approval of Park Dedication Cash Fee Policy
- Action Items**
- 8:10 N. 2024 Park Improvement Projects, Elsie Stephens Park North Pedestrian Bridge Approval to Contractor Bidding
- 8:20 O. Approval to Explore a Bounce Pillow As a Park Amenity
- 8:30 P. Approval of Purchase Agreement for 29-120-22-44-0002
- 8:35 **ADJOURNMENT**

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

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

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

ABSENT:

ALSO PRESENT: Public Works Superintendent, Marty Farrell; City Engineer, Jason Quisberg; 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; Planner II, Hayden Stensgard

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

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

CONSENT ITEMS:

- A. Approval of Council Meeting Minutes of September 10, 2024
- B. Approval of Payment of Claims for September 24, 2024
- C. Approval of Letter of Credit Reduction for Brayburn Trails East 1st Addition
- D. Approval of Truck Purchase to be used as a Grass Rig (Considered after consent agenda)
- E. Approval of Settlement Agreement
- F. Approval of Resignation from Danielle Higgins, Recreation Program Specialist, and Approval to Post Position

Salonek asked if the funding for the grass rig will be coming from Public Safety funds. Hendrickson stated that the answer is no. The request is to purchase another vehicle now at a lower cost rather than next year at a higher cost. The funding for this purchase is in the capital budget for 2025.

Salonek asked if the vehicle that had already been purchased was also a grass rig. The answer is no. Hendrickson stated that the vehicle Salonek is referring to is a rescue vehicle.

Additional conversation ensued.

Fashant stated that he had a question about the payment to Three Rivers Park District, but Doud clarified prior to the meeting.

Salonek requested that item D be pulled from the Consent Agenda.

MOTION: Motion was made by Councilmember Salonek, seconded by Mayor Fisher to pull item D from the consent agenda. The motion carries unanimously.

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

D. Approval of Truck Purchase to be used as a Grass Rig

Salonek stated that this is apparently just an extra truck for the Fire Department, and the dollars that have been going there are incredible.

Trost stated that in fairness, there was \$450,000 budgeted and the Fire Department cut that number down to \$200,000. Buying the vehicle now, as opposed to buying it next year, will save the City money.

Fashant stated that there has been a bunch of juggling, and he hopes that someone is keeping track. Doud stated that he is keeping track of everything, and he gave a brief accounting.

MOTION: Motion was made by Councilmember Trost, seconded by Councilmember Henderson, to approve truck purchase to be used as a grass rig. The motion passes 4 ayes, 1 Nay (Salonek).

OPEN FORUM:

No one came forward for open forum.

STAFF, CONSULTANT AND COUNCIL UPDATES:

Doud stated confirmation that the City will indeed receive the \$1,750,000 State grant for the Well Head Treatment Plant. Funding will be in the account tomorrow.

Additional discussion ensued.

Benting stated that elections are ongoing. Absentee voting began on September 20, 2024, and the turnout has been busier than earlier elections for the year. October 18, 2024, begins direct balloting.

Farrell stated that he will be providing a timeline to the Council by early next week for the completion of the park improvements. Farrell stated that the grant funding from the Nation Parks Services has been secured for the water trails in the amount of \$100,000.

Farrell stated that the archeological study is being conducted this week at Elsie Stephens Park. Thus far, some pottery and glass that are of interest have been located.

Farrell stated that the mill and overlay project is ongoing. Milling will be ongoing through Thursday of this week and paving should begin on Friday and possibly Saturday.

Farrell stated that there have been some complaints from the residents about the chips going into their driveways during the chip and fog project. A request for the contractor to come out and do another road sweep has been made.

Farrell stated that Well 4 is down. Work is being done now and the timeline for completion has not been established. Fisher asked if Well 4 is still under warranty. The answer is not likely.

Additional discussion ensued.

Hendrickson stated on Sunday, October 6, 2024, there will be an open house at Station 2 from 11:00 a.m. until 2:00 p.m.

Enga stated that three trainings are coming up. First Responder training is October 2, firearms qualification training is September 25, and the Department Meeting is scheduled for October 14, 2024. Priority calls will be handled, but nonpriority calls will be put on hold during the training.

Quisberg stated that the start date for paving the parking lot in Central Park has been pushed to October 7, 2024. Substantial completion is still set for November 8, 2024.

Fisher thanked Public Works, the Police Department, and the Fire Department for helping out during Heritage Days.

Fisher stated that there was a question as to whether the two full-time firefighters would essentially be free, and he asked if that ever got resolved. Doud stated that they are waiting for confirmation, but Doud is fairly sure that the two full-time firefighters will be covered and there will be a benefit for the City to have them internally because the City can use those dollars to offset retirement for current employees.

Trost thanked Doud for inviting him to the Fire Benefit Dinner. Trost also thanked those who organized the Heritage Days Parade.

COUNCIL BUSINESS

New Business:

G. Met Council Comments Discussion

Sevald came forward and stated that the Metropolitan Council (Met Council) is the regional planning authority for the seven-county metro. The Met Council adopts a 20-year regional plan, which is updated every 10 years. The plan includes policies

for which townships, cities, and counties are to base their Comprehensive Plans on. The Met Council has published its draft policies and will be accepting public comments through October 7, 2004. A Public Hearing will be held on September 25, 2024.

Sevald stated that Dayton is considered to be a "Suburban Edge" Community by the Met Council, which means that Dayton should be planning four housing units per acre of land. Ten years ago, Dayton was required to plan for three housing units per acre of land. Sevald stated that currently Dayton is developing approximately 200 homes per year. Sevald stated the Met Council is currently forecasting that in the year 2050, the population of Dayton will be roughly 16,705. Staff's opinion is that Dayton will likely grow more than the projected amount.

Trost stated that Three Rivers Park District is constantly buying land in Dayton for the strict purpose of not developing, and that land is being held against the City when it comes to number of housing units per acre. Sevald stated that the density is based on the gross acreage minus any body of water, wetland, public lands, public easements, and arterial roads. Fashant stated that a lot of land is out of the calculations because it is guided as unsewered forever.

Fisher asked about the interim land use property. Sevald stated that interim land use is a newer term that he is unfamiliar with and hope it is answered by Met Council.

Fashant stated that he is against the increase in density that the Met Council is proposing primarily because it is inconsistent with the Met Council's Land Use Objectives. Objective 2 and Objective 4 are the specific examples that Fashant provided.

Salonek stated that, based on the fact that there was an agreement made between Dayton and the Met Council, Dayton should go to them and state that we refuse to be considered "Suburban Edge." Doud stated that Dayton was identified as "Emerging Suburban Edge" on their last Comprehensive Plan and no comment was made. Per the Met Council rules, it is extremely difficult to move backward.

Fisher asked if Schmidt could look into this and determine if there is anything that the City can do about it. Sevald doesn't believe there is anything that can be done to change the requirements from the Met Council.

Additional discussion ensued.

Sevald stated that he would add this topic to the Planning Commission's agenda for additional comments.

Fashant requested that the City website and City app be used to recommend citizens to go online and make comments.

H. DCM Farms Concept Plan

Sevald stated that the revised concept plan from DCM Farms was previously presented to the Council in June of 2024. The entire project includes 262 homes, 59 of which are single-family homes and 203 detached townhomes. There are six different product types included in the Concept Plan. Sevald stated that the Planning Commission has reviewed and made comments on the concept plan. Sevald projected the comments.

Salonek does not like the development at all and stated that the development is the Fire Department's nightmare. Salonek doesn't like the five-foot setbacks and houses being only ten feet apart. Salonek also doesn't like all the villas and stated that the villas make up over the 30% of the neighborhood. Salonek stated that the retail area adds a lot of pazazz, and he likes it. Salonek would like to keep the retail space, cut out 20-30 homes, and make all the houses bigger.

Additional conversation ensued regarding the map projected before the Council.

Tom Dehn of 11261 Fernbrook Lane came forward to answer the Council's questions. Dehn stated that he's had multiple meetings with the residents and summarized some of the conversations he's had with the residents.

Trost asked Dehn if he would be able to get the residents' mailboxes off the busy road and into the neighborhood being constructed. The answer is that the topic hasn't been discussed, but it could be done. However, the residents would have quite a distance to retrieve their mail.

Fashant stated that he much prefers the villas over apartments. Fashant likes the idea of the "country style" architecture for the retail space.

Trost agreed with Fashant, and stated he likes the idea of a roundabout.

Trost stated that he has knocked on every door in Sundance Greens and Sundance Woods and he is certain that the residents would like to have a gas station, a pizza restaurant, and a coffee shop nearby.

Fisher asked Dehn if in his judgment, the villa market is as strong as the single-family home market. The answer is yes.

Additional conversation ensued regarding lot size. The conversation shifted to HOA and then returned to the retail area.

Dehn asked the Council if the overall Concept Plan would pass.

Salonek wants to see the average lot width increase to 55 feet.

Additional conversation ensued.

I. National Fitness Campaign

Farrell came forward and explained the National Fitness Campaign is a project that Higgins has been working on. In an effort to provide some amenities that are not currently available in the parks system, the National Fitness Campaign fit the bill. Farrell stated that Higgins was able to locate some grants that are available for the implementation of the National Fitness Campaign. Blue Cross and Blue Shield offers a \$50,000 grant. The project was presented to the Parks Commission, and they agreed to move forward. The site identified for implementation is Cloquet Park.

Farrell stated that the idea is to attempt to fund as much of the project as possible through grants and perhaps some local sponsorship. Farrell gave an example of asking Cemstone to consider providing the concrete for the project. Farrell further stated that the project would be a candidate for funding through the Hennepin County Youth Sports Grant, which has a maximum payout of \$300,000.

Additional conversation ensued about the usability of the equipment.

Salonek stated that likely only 2% of the community would use this thing. If it can be 100% funded by grant money, go ahead and build it. Salonek does not want to invest City money into the project at all.

Farrell stated that it would be a good idea to look at the funding options before writing it off.

Henderson agreed with Farrell.

Fashant stated that with the news of Higgins leaving, he is concerned about who will manage this project.

Fisher stated that he looked at the project and saw something that the citizens will not use. Fisher is concerned that it will become an eyesore.

Henderson stated that he likes the idea of the project.

Farrell was tasked with researching actual funding sources and bringing the information back to the Council.

Action Items:

J. Ordinance 2024-13; Rezoning of 13521 Elm Creek Road

Stensgard came forward and stated that the request before City Council is to rezone 13521 Elm Creek Road from A-1 Agriculture to R-1 Single-Family Residential. The request stemmed from a permit to demolish the existing home on the side and subsequent building of a new home on the property.

Stensgard stated that during Staff's research into the matter, it was discovered that the current home didn't meet the requirements of the A-1 Agriculture Zoning. The existing lot does however meet all the minimum existing standards in the R-1 Single-Family Residential Zoning. Stensgard stated that the Planning Commission held a public hearing on September 5, 2025. At the conclusion of the Public Hearing, the Planning Commission recommended the rezoning. Staff also recommends the rezoning.

Fashant asked why change just one lot. There are two adjacent lots, and it seems odd to Fashant to single out only one lot. Fisher stated that the property owners would have to make the request.

Stensgard stated that indeed, it comes down to owner consent, even though the other two A-1 Agriculture lots are legally non-conforming to the zoning ordinance. Sevald stated that not all A-1 Agriculture lots are used for farming. This is a topic for a good discussion at another time.

Stensgard stated that the Planning Commission also noted that there are a number of non-conforming lots in the A-1 Agriculture District.

MOTION: Motion was made by Councilmember Henderson, seconded by Councilmember Fashant, to approve Ordinance 2024-13; Rezoning of 13521 Elm Creek Road. Motion carries unanimously

K. Resolution 48-2024; Finding No Need for an Environmental Impact Statement for Parkwood Neighborhood

Quisberg came forward and stated that Matt Sommers, from Stantec, is here as well as some representatives from the developer of the Dayton Parkway Neighborhood to answer any questions that the Council may have. Quisberg stated that an Environmental Assessment Worksheet (EAW) is a brief document designed to lay out the basic facts of a project necessary to determine if an Environment Impact Statement (EIS) is required for the proposed project. An EIS provides detailed information about the extent of potentially significant environmental impacts of a proposed project, presents alternatives to the proposed project, and identifies methods for reducing adverse environmental effects.

Quisberg stated that an EAW is considered to be brief, yet it was a 354-page document. Imagine how many pages an EIS would be. Quisberg projected a list of 20 questions to estimate environmental impacts and he went through the process at length. Quisberg stated that during the governmental agencies' commenting period, there were three common themes: 1) Tree removal and preservation; 2) Site connectivity; and 3) Adherence to public planning documents.

Quisberg recommended approving Resolution 48-2024, finding no need for an EIS for the Dayton Mixed Use Development EAW.

MOTION: Motion was made by Councilmember Salonek seconded by Councilmember Fashant, to approve Resolution 48-2024, finding no need for an Environment Impact Statement for Parkway Neighborhood. The motion carries unanimously.

L. Park Irrigation Project Installation

M. Park Irrigation Project Water and Electrical

Farrell came forward and stated that Items L and M are closely connected. The two are separated because there are two different contractor groups. Farrell stated that both projects were taken from the 2024 Park Improvements along with the bridge that the Parks Commission would like to be completed this year.

Farrell stated that the bid documents are ready. All that is needed is the approval from the City Council. The goal is to get a substantial part of the project completed this year, with a completion date of June of 2025.

Fashant questioned the use of wells for irrigation. Farrell stated that the use of wells is in keeping with the City's water conservation efforts. When looking at the bigger picture, Farrell stated that the City may wish to include the use of wells for the 80-acre park that the City wants for sports fields. It saves putting chemically treated water on the fields and cuts down on the City's expenses. The City tries to encourage developers to re-use water whenever possible. Farrell believes it sets a good example for the City to follow those same guidelines.

Fashant asked how the use of a well compares to the use of municipal water regarding cost. Farrell stated that the well has a small footprint. Fashant pushed for numbers. Farrell does not have exact figures.

Trost asked if connecting to the City water could be put as an alternative in the Bid Documents so that a price comparison could be seen. The answer is no because different contractors would be used for connecting to the City water.

Fisher asked about the equipment building. Farrell stated that there would be an equipment cabinet, not a building.

Salonek asked if there is a breakdown, how much it cost per park. Trost directed Salonek to the breakdown in the packet.

Salonek believed it is a bit premature to consider irrigation for Elsie Stephens Park because there are too many unknowns. Farrell stated that only a small area is slated for irrigation.

Doud stated that the request at hand is for permission to go out for bid. This is not a request for approval of the project.

Salonek asked if the numbers are just ballpark numbers. The answer is yes. Salonek stated that he sees only one irrigation company listed in the documents and asked if multiple companies will be allowed to bid. The answer is yes.

Paul Kangus of IOA, Inc. at 14165 James Road in Rogers, MN, came forward and stated that the goal is to get competitive bids. Each project will go to a specific targeted group.

Fisher stated that he understands the City is required to take the lowest bid but there is an exception for mitigating factors. Fisher asked what is considered a mitigating factor. Kangus stated that there is some limited ability to weed out the bidders.

MOTION: Motion was made by Councilmember Trost, seconded by Councilmember Fashant to approve Park Irrigation Project Installation and Park Irrigation Project Water and Electrical to go out for bid. Motion carries unanimously.

ADJOURNMENT

Fisher declared the meeting adjourned at 8:42 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 October 8, 2024

	Totals
Claims Roster 10-08-2024	\$ 710,668.44
Prepaid 09-26-2024 EB	\$ 68,124.19

Total Payments:	\$ 778,792.63
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Payroll 09-26-2024 Bi-Weekly 20	\$ 96,127.86
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Check # sequence to be approved by City Council from meeting date of 10/08/2024:

Checks # 077664-077736

10/02/2024

INVOICE REGISTER REPORT FOR CITY OF DAYTON MN
 EXP CHECK RUN DATES 10/08/2024 - 10/08/2024
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnized Post Date
	A-1 OUTDOOR POWER INC PARKS; WEED WHIP PARTS 101-45200-50220	09/30/2024 CHOYT PARKS; WEED WHIP PARTS	10/08/2024	49.47 49.47	49.47	Open	N 09/30/2024
	ADAMS PEST CONTROL INC PD/PW; PEST CONTROL 101-42120-50220	10/01/2024 KTHELEN PD; PEST CONTROL	10/08/2024	148.68 74.34	148.68	Open	N 09/23/2024
	101-43100-50220	PW; PEST CONTROL		74.34			
	ALLIED BLACKTOP CO PAYMENT #2 -2024 CHIP AND FOG SEAL IMPROV KTHELEN 414-41900-50530	10/02/2024 KTHELEN IMPROVEMENTS OTHER THAN BLDGS; PMT #2	10/08/2024	30,884.74 32,510.25	30,884.74	Open	N 10/02/2024
	414-00000-20600	Retainage Payable		(1,625.51)			
	ASPEN MILLS PD; UNIFORM -BUSTAD 101-42120-50217	10/01/2024 CHOYT PD; UNIFORM -BUSTAD	10/08/2024	68.95 68.95	68.95	Open	N 09/27/2024
	BAN-KOE SYSTEMS, INC REPAIR/MAINT; BOOKING AREA CAMERA NOT WC CHOYT 101-41810-50220	08/12/2024 CHOYT REPAIR/MAINT; BOOKING AREA CAMERA	10/08/2024	763.00 763.00	763.00	Open	N 08/12/2024
	BEAUDRY PW; UNLEADED 87 -498.70 101-43100-50212	09/13/2024 CHOYT PW; UNLEADED 87 -498.70	10/08/2024	1,275.18 1,275.18	1,275.18	Open	N 09/30/2024
	BEAUDRY PW; UNLEADED 87 -563.00 101-43100-50212	09/30/2024 CHOYT PW; UNLEADED 87 -563.00	10/08/2024	1,507.16 1,507.16	1,507.16	Open	N 09/30/2024

BEAUDRY	09/24/2024	10/08/2024	1,547.90	1,547.90	Open	N
PW; ULS #2 DYED DIESEL -556.60	CHOYT					09/24/2024
101-43100-50212	PW; ULS #2 DYED DIESEL -556.60		1,547.90			
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BEAUDRY	10/01/2024	10/08/2024	1,325.50	1,325.50	Open	N
PW; UNLEADED 87 / 500.00	CHOYT					09/24/2024
101-43100-50212	PW; UNLEADED 87 / 500.00		1,325.50			
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BETHANY BENTING	09/25/2024	10/08/2024	23.45	23.45	Open	N
MILEAGE; SEPT 2024	CHOYT					09/25/2024
101-41500-50331	MILEAGE; SEPT 2024		23.45			
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BLACK & VEATCH	09/12/2024	10/08/2024	3,232.50	3,232.50	Open	N
WELL 4 & 5 FILTRATION DET DES; JUL 2024	CHOYT					07/31/2024
601-00000-16500	WELL 4 & 5 FILTRATION DET DES; JUL 2024		3,232.50			
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BOYER TRUCKS	09/30/2024	10/08/2024	1,358.39	1,358.39	Open	N
PW; REPAIR/MAINT-VAC TRUCK DOT INSPECTION	CHOYT					09/30/2024
601-49400-50220	PW; REPAIR/MAINT-VAC TRUCK DOT		679.20			
602-49400-50220	PW; REPAIR/MAINT-VAC TRUCK DOT		679.19			
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BOYER TRUCKS	09/30/2024	10/08/2024	191.00	191.00	Open	N
PW; REPAIR/MAINT 2017 114SD	CHOYT					09/30/2024
101-43100-50220	PW; REPAIR/MAINT 2017 114SD		191.00			
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BOYER TRUCKS	09/26/2024	10/08/2024	576.48	576.48	Open	N
PW; REPAIR/MAINT TRUCK #19	CHOYT					09/26/2024
101-43100-50220	PW; REPAIR/MAINT TRUCK #19		576.48			
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C. VISION PRODUCTION	09/25/2024	10/08/2024	2,400.00	2,400.00	Open	N
VIDEO TECH; SEPT 2024	CHOYT					09/25/2024
226-41900-50430	VIDEO TECH; SEPT 2024		2,400.00			
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CARSON, CLELLAND & SCHREDER	09/30/2024	10/08/2024	2,000.00	2,000.00	Open	N
CRIMINAL PROSECUTION; SEPT 2024	CHOYT					09/30/2024
101-41640-50305	CRIMINAL PROSECUTION; SEPT 2024		2,000.00			
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CENTURYLINK	09/30/2024	10/08/2024	215.54	215.54	Open	N
PW; WATER SYSTEM SCADA & WELLHOUSE SEPT CHOYT						09/13/2024
601-49400-50321	PW; 763 323-0023 WATER SYSTEM SCADA		107.77			
602-49400-50321	PW; 763 323-0975 WELLHOUSE 2 LANDLINE		107.77			
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CENTURYLINK	10/01/2024	10/08/2024	44.86	44.86	Open	N
PW; 763 428-7345 SEPT-OCT 2024	CHOYT					09/21/2024
101-43100-50321	PW; 763 428-7345 SEPT-OCT 2024		44.86			
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CHARTER COMMUNICATIONS	10/01/2024	10/08/2024	542.00	542.00	Open	N
175337901- CH; INTERNET OCT 2024	KTHELEN					09/21/2024
101-41820-50308	175337901- CH; INTERNET OCT 2024		542.00			
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CHARTER COMMUNICATIONS	09/07/2024	10/08/2024	227.99	227.99	Open	N
243199601-PD INTERNET	CHOYT					09/07/2024
101-42120-50320	243199601-PD INTERNET		227.99			
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CHRISTOPHER NELSON	08/26/2024	10/08/2024	151.52	151.52	Open	N
MAILBOX REIMBURSEMENT; REIMBURSEMENT	CHOYT					08/26/2024
101-43100-50224	MAILBOX REIMBURSEMENT; REIMBURSE		151.52			
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CINTAS	09/26/2024	10/08/2024	121.70	121.70	Open	N
PW; UNIFORMS	CHOYT					09/26/2024
101-43100-50217	PW; UNIFORMS		121.70			
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CINTAS	09/19/2024	10/08/2024	121.70	121.70	Open	N
PW; UNIFORMS	CHOYT					09/19/2024
101-43100-50217	PW; UNIFORMS		121.70			
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CMT JANITORIAL SERVICES	10/01/2024	10/08/2024	1,602.00	1,602.00	Open	N
CONTRACT SERVICES-OFC CLEANING- OCT 2024	KTHELEN					09/23/2024
101-41910-50308	CONTRACT SERVICES-OFC CLEANING- OCT		602.00			
101-41810-50308	CONTRACT SERVICES-OFC CLEANING- OCT		1,000.00			
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CONNEXUS ENERGY	09/23/2024	10/08/2024	29.76	29.76	Open	N
325071; 13699 PINEVIEW LANE; AUG-SEP 2024	KTHELEN					09/17/2024
101-43100-50230	325071; 13699 PINEVIEW LANE; AUG-SEP 202		29.76			
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CONNEXUS ENERGY		09/20/2024	10/08/2024	5,694.56	5,694.56	Open	N
ELECTRIC SERVICES/ AUG-SEPT 2024		CHOYT					09/20/2024
101-43100-50230	172514 ST LIGHTS; AUG-SEPT 2024			39.52			
101-43100-50230	172516 ST LIGHTS; AUG-SEPT 2024			2,278.55			
101-43100-50230	172802 ST LIGHTS; AUG-SEPT 2024			62.91			
101-43100-50230	172803 ST LIGHTS; AUG-SEPT 2024			244.97			
101-42130-50381	173098 SIREN; AUG-SEPT 2024			21.25			
602-49400-50381	178838 141ST OUTBUILDING; AUG-SEPT 2024			34.09			
601-49400-50381	299049 WELL#2; AUG-SEPT 2024			2,587.35			
602-49400-50381	299195 ROSEWOOD LIFT; AUG-SEPT 2024			51.84			
601-49400-50381	299380 WATER TOWER; AUG-SEPT 2024			140.88			
602-49400-50381	303882 PINEVIEW LIFT; AUG-SEPT 2024			41.47			
602-49400-50381	307062 HACKBERRY LIFT; AUG-SEPT 2024			101.54			
101-42130-50381	309045 E FRENCH SIREN; AUG-SEPT 2024			17.25			
101-43100-50230	317271 129TH AVE ST LIGHTS; AUG-SEP 2024			72.94			
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CORE & MAIN		09/27/2024	10/08/2024	10,190.30	10,190.30	Open	N
PW; METERS		CHOYT					09/27/2024
601-49400-50259	PW; METERS			10,190.30			
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CORNERSTONE		10/01/2024	10/08/2024	1,340.52	1,340.52	Open	N
PW; REPAIR/MAINT. 2018 FORD XL D18		CHOYT					09/25/2024
101-43100-50220	PW; REPAIR/MAINT. 2018 FORD XL D18			1,340.52			
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CRYSTAL WELDING INC		09/20/2024	10/08/2024	1,133.23	1,133.23	Open	N
PW; REPAIR/MAINT.		CHOYT					09/20/2024
101-43100-50220	PW; REPAIR/MAINT.			1,133.23			
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CSC ERECORDING		10/01/2024	10/08/2024	195.00	195.00	Open	N
FEES; 10-01-2024		KTHELEN					10/01/2024
101-41420-50352	FEES; 10-01-2024			195.00			
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CULLIGAN, INC		08/31/2024	10/08/2024	40.00	40.00	Open	N
PW; WTR SOFTNER RENTAL- SEPT 2024		CHOYT					09/20/2024
101-43100-50220	PW; WTR SOFTNER RENTAL- SEPT 2024			40.00			
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CULLIGAN, INC		07/31/2024	10/08/2024	87.05	87.05	Open	N
PW; WTR SOFTNER RENTAL- AUG 2024		CHOYT					07/31/2024

101-43100-50220	PW; FILTRATION SVC- AUG 2024			47.05				
101-43100-50220	PW; WTR SOFTNER RENTAL- AUG 2024			40.00				
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CULLIGAN, INC		08/31/2024	10/08/2024	114.25	114.25	Open	N	
CH; WTR SOFTNER RENTAL- SEPT 2024	CHOYT							08/31/2024
101-41810-50220	CH; WTR SOFTNER RENTAL- SEPT 2024			114.25				
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DANIELLE HIGGINS		09/30/2024	10/08/2024	362.47	362.47	Open	N	
MILEAGE;JAN 2024-AUG 2024	CHOYT							09/30/2024
101-41910-50331	MILEAGE;JAN 2024-AUG 2024			362.47				
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EARL F ANDERSON INC		10/01/2024	10/08/2024	513.60	513.60	Open	N	
PW; STREET SIGNS	KTHELEN							09/26/2024
101-43100-50224	PW; STREET SIGNS			513.60				
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EBERT CONSTRUCTION		10/02/2024	10/08/2024	49,016.55	49,016.55	Open	N	
DAYTON WELLHOUSE NO 5- PMT 1	KTHELEN							10/02/2024
601-00000-16500	-CONST IN PROGRESS WELLHOUSE5- PMT 1			51,596.38				
601-00000-20600	Retainage Payable			(2,579.83)				
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EBERT CONSTRUCTION		10/02/2024	10/08/2024	170,691.49	170,691.49	Open	N	
DAYTON WELLHOUSE NO 5- PMT 2	KTHELEN							10/02/2024
601-00000-16500	-CONST IN PROGRESS WELLHOUSE5- PMT 2			179,675.27				
601-00000-20600	Retainage Payable			(8,983.78)				
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ECM PUBLISHERS, INC		09/24/2024	10/08/2024	301.87	301.87	Open	N	
LEGAL NOTICES/FILING FEE PROJ.#6170	KTHELEN							09/19/2024
411-43100-50351-6170	LEGAL NOTICES/FILING FEE PROJ.#6170			301.87				
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ECM PUBLISHERS, INC		09/26/2024	10/08/2024	69.00	69.00	Open	N	
PHN; ORDINANCE NO. 2024-08	CHOYT							09/26/2024
101-41110-50352	PHN; ORDINANCE NO. 2024-08			69.00				
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EMERGENCY APPARATUS		08/08/2024	10/08/2024	2,107.93	2,107.93	Open	N	
FD; REPAIR/ENGINE 21	CHOYT							08/30/2024
101-42260-50220	FD; REPAIR/ENGINE 21			2,107.93				
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EMERGENCY APPARATUS		08/08/2024	10/08/2024	2,320.99	2,320.99	Open	N	

FD; REPAIR/ENGINE E-12	CHOYT						08/30/2024
101-42260-50220	FD; REPAIR/ENGINE E-12			2,320.99			
EMERGENCY APPARATUS	08/08/2024	10/08/2024		969.17	969.17	Open	N
FD; REPAIR/RESCUE R-21 (NEW)	CHOYT						08/30/2024
101-42260-50220	FD; REPAIR/RESCUE R-21 (NEW)			969.17			
EMERGENCY APPARATUS	08/08/2024	10/08/2024		970.93	970.93	Open	N
FD; REPAIR/ RESCUE R-11	CHOYT						08/30/2024
101-42260-50220	FD; REPAIR/ RESCUE R-11			970.93			
EMERGENCY APPARATUS	08/08/2024	10/08/2024		45.86	45.86	Open	N
FD; REPAIR/ENGINE E-12	CHOYT						06/18/2024
101-42260-50220	FD; REPAIR/ENGINE E-12			45.86			
EMERGENCY APPARATUS	10/02/2024	10/08/2024		4,151.42	4,151.42	Open	N
FD; REPAIR/ENGINE E-12	CHOYT						09/03/2024
101-42260-50220	FD; REPAIR/ENGINE E-12			4,151.42			
EMERGENCY APPARATUS	10/02/2024	10/08/2024		3,502.33	3,502.33	Open	N
FD; REPAIR/ENGINE 21	CHOYT						07/29/2024
101-42260-50220	FD; REPAIR/ENGINE 21			3,502.33			
EMERGENCY AUTOMOTIVE TECHNOLOGIES	09/23/2024	10/08/2024		1,275.85	1,275.85	Open	N
PD; EQUIPMENT ANTENNAS	KTHELEN						09/17/2024
401-42120-50580	PD; EQUIPMENT ANTENNAS			1,275.85			
EMERGENCY AUTOMOTIVE TECHNOLOGIES	09/23/2024	10/08/2024		725.00	725.00	Open	N
PD; EQUIPMENT 2104 WATCHGAURD	KTHELEN						09/17/2024
401-42120-50580	PD; EQUIPMENT 2104 WATCHGAURD			725.00			
FAUL PSYCHOLOGICAL PLLC	09/30/2024	10/08/2024		665.00	665.00	Open	N
FD; PRE EMPLOYMENT SCREEN-SMITH	CHOYT						08/30/2024
101-42260-50300	FD; PRE EMPLOYMENT SCREEN-SMITH			665.00			
FIRE CATT	09/23/2024	10/08/2024		4,633.65	4,633.65	Open	N
FD; CONTRACT SERVICES	KTHELEN						09/04/2024
101-42260-50308	FD; CONTRACT SERVICES			4,633.65			

FORCE AMERICA DISTRIBUTING LLC	09/26/2024	10/08/2024	200.00	200.00	Open	N
PW; FLAT DATA PLAN- AUG 2024	CHOYT					09/26/2024
101-43100-50220	PW; FLAT DATA PLAN- AUG 2024		200.00			
FULLY PROMOTED/EMBROIDME	09/24/2024	10/08/2024	72.72	72.72	Open	N
SUPPLIES-SHIRTS/HOODIES	KTHELEN					09/23/2024
101-41120-50210	SUPPLIES-SHIRTS/HOODIES		72.72			
FULLY PROMOTED/EMBROIDME	10/01/2024	10/08/2024	392.00	392.00	Open	N
CD;EDA OPERATING SUPPLIES-PLATES FOR PLAN CHOYT						10/01/2024
225-41710-50210	CD; OPERATING SUPPLIES-PLATES		392.00			
FULLY PROMOTED/EMBROIDME	10/01/2024	10/08/2024	459.48	459.48	Open	N
CH: UNIFORM ALLOWANCE	CHOYT					10/01/2024
101-41660-50200	CH; UNIFORM- K. JOHNSON		143.96			
101-41500-50200	CH; UNIFORM- C.HOYT		150.00			
101-41500-50200	CH: UNIFORM-B. BENTING		55.18			
601-49400-50200	CH: UNIFORM-B. BENTING		55.17			
602-49400-50200	CH: UNIFORM-B. BENTING		55.17			
GOPHER STATE ONE-CALL	09/30/2024	10/08/2024	506.25	506.25	Open	N
375 BILLABLE TICKETS; SEPT 2024	CHOYT					09/30/2024
601-49400-50220	375 BILLABLE TICKETS; SEPT 2024		253.12			
602-49400-50220	375 BILLABLE TICKETS; SEPT 2024		253.13			
HASSAN SAND & GRAVEL, INC	09/17/2024	10/08/2024	62.00	62.00	Open	N
PARKS; WOOD MULCH	CHOYT					09/17/2024
101-45200-50210	PARKS; WOOD MULCH		62.00			
HAWKINS, INC	10/01/2024	10/08/2024	8,382.03	8,382.03	Open	N
PW; CHEMICALS	CHOYT					10/01/2024
601-49400-50216	PW; CHEMICALS		8,382.03			
HENNEPIN COUNTY PUBLIC HEALTH	10/01/2024	10/08/2024	98.00	98.00	Open	N
SHORT TERM FOOD LICENSE; HOLIDAYTON LIGH	KTHELEN					09/23/2024
101-41910-50210	OPERATING SUPPLIES; HOLIDAYTON PARADE		98.00			

INNOVATIVE OFFICE SOLUTIONS PD; SUPPLIES 101-42120-50200	10/01/2024 CHOYT PD; SUPPLIES	10/08/2024	147.98 147.98	147.98	Open	N 09/30/2024
INTECH SOFTWARE SOLUTIONS INC MODUS ELECTIONS SOFTWARE SUBSCRIPTION 2 101-41410-50210	09/28/2024 CHOYT MODUS ELECTIONS SOFTWARE SUBSCRIPTION	10/08/2024	3,027.00 3,027.00	3,027.00	Open	N 09/28/2024
JOHN HIRSCH'S CAMBRIDGE MOTORS LLC PD; REPAIR/MAINT-2020 DODGE 101-42120-50220	10/02/2024 CHOYT PD; REPAIR/MAINT-2020 DODGE	10/08/2024	1,341.65 1,341.65	1,341.65	Open	N 10/02/2024
JONATHAN SEVALD MILEAGE REIMBURSEMENT: 6/24 -9/29 101-41710-50331	09/30/2024 CHOYT MILEAGE REIMBURSEMENTS: 6/24 -9/29	10/08/2024	166.56 166.56	166.56	Open	N 09/27/2024
KELLER WILLIAMS REALTY INTEGRITY NW 000 117 AVE N DAYTON LOT 2 BLOCK 1 BAXTER E DBRUNETTE 410-41900-50510	09/25/2024 CHOYT 000 117 AVE N DAYTON, LOT 2 BLOCK 1	09/25/2024	5,000.00 5,000.00	0.00	Paid	Y 09/25/2024
LANDFORM PROFESSIONAL SVCS, LLC PLANNING; MTG CITY MEETINGS AUG 2024 ADDI KTHELEN 101-41710-50300	09/24/2024 KTHELEN PLANNING; MTG CITY MEETINGS AUG 2024 ADD	10/08/2024	1,320.00 1,320.00	1,320.00	Open	N 09/17/2024
LANDFORM PROFESSIONAL SVCS, LLC PLANNING; MTG CITY MEETINGS AUG 2024 101-41710-50300	09/24/2024 KTHELEN PLANNING; MTG CITY MEETINGS AUG 2024	10/08/2024	6,641.25 6,641.25	6,641.25	Open	N 09/17/2024
LENNAR 10905 TERRITORIAL TRL LANDSCAPE ESCROW RI KTHELEN 420-00000-22100	10/01/2024 KTHELEN 10905 TERRITORIAL TRL LANDSCAPE ESCROW R	10/08/2024	3,000.00 3,000.00	3,000.00	Open	N 09/24/2024
LENNAR 10901 TERRITORIAL TRL LANDSCAPE ESCROW RI KTHELEN 420-00000-22100	10/01/2024 KTHELEN 10901 TERRITORIAL TRL LANDSCAPE ESCROW R	10/08/2024	3,000.00 3,000.00	3,000.00	Open	N 09/24/2024
LENNAR 10907 TERRITORIAL TRL LANDSCAPE ESCROW RI KTHELEN	10/01/2024 KTHELEN	10/08/2024	3,000.00	3,000.00	Open	N 09/24/2024

420-00000-22100	10907 TERRITORIAL TRL LANDSCAPE ESCROW R		3,000.00				
LENNAR	10/01/2024	10/08/2024	3,000.00	3,000.00	Open	N	
10903 TERRITORIAL TRL LANDSCAPE ESCROW RI KTHELEN							09/24/2024
420-00000-22100	10903 TERRITORIAL TRL LANDSCAPE ESCROW R		3,000.00				
LENNAR	10/01/2024	10/08/2024	3,000.00	3,000.00	Open	N	
10885 DUNKIRK PL N LANDSCAPE ESCROW RELI KTHELEN							09/24/2024
420-00000-22100	10885 DUNKIRK PL N LANDSCAPE ESCROW REL		3,000.00				
LENNAR	10/01/2024	10/08/2024	3,000.00	3,000.00	Open	N	
10887 DUNKIRK PL N LANDSCAPE ESCROW RELI KTHELEN							09/24/2024
420-00000-22100	10887 DUNKIRK PL N LANDSCAPE ESCROW REL		3,000.00				
LENNAR	10/01/2024	10/08/2024	3,000.00	3,000.00	Open	N	
10883 DUNKIRK PL N LANDSCAPE ESCROW RELI KTHELEN							09/24/2024
420-00000-22100	10883 DUNKIRK PL N LANDSCAPE ESCROW REL		3,000.00				
LENNAR	10/01/2024	10/08/2024	3,000.00	3,000.00	Open	N	
16740 DUNKIRK CIR N LANDSCAPE ESCROW REL KTHELEN							09/24/2024
420-00000-22100	16740 DUNKIRK CIR N LANDSCAPE ESCROW REL		3,000.00				
LENNAR	10/01/2024	10/08/2024	3,000.00	3,000.00	Open	N	
16700 DUNKIRK CIR N LANDSCAPE ESCROW REL KTHELEN							09/24/2024
420-00000-22100	16700 DUNKIRK CIR N LANDSCAPE ESCROW REL		3,000.00				
LENNAR	10/01/2024	10/08/2024	3,000.00	3,000.00	Open	N	
16720 DUNKIRK CIR N LANDSCAPE ESCROW REL KTHELEN							09/24/2024
420-00000-22100	16720 DUNKIRK CIR N LANDSCAPE ESCROW REL		3,000.00				
LENNAR	10/01/2024	10/08/2024	3,000.00	3,000.00	Open	N	
16710 DUNKIRK CIR N LANDSCAPE ESCROW REL KTHELEN							09/24/2024
420-00000-22100	16710 DUNKIRK CIR N LANDSCAPE ESCROW REL		3,000.00				
LENNAR	10/01/2024	10/08/2024	3,000.00	3,000.00	Open	N	
16750 DUNKIRK CIR N LANDSCAPE ESCROW REL KTHELEN							09/24/2024
420-00000-22100	16750 DUNKIRK CIR N LANDSCAPE ESCROW REL		3,000.00				

LENNAR	10/01/2024	10/08/2024	3,000.00	3,000.00	Open	N
16730 DUNKIRK CIR N LANDSCAPE ESCROW REL KTHELEN						09/24/2024
420-00000-22100	16730 DUNKIRK CIR N LANDSCAPE ESCROW REL		3,000.00			
LENNAR	10/01/2024	10/08/2024	3,000.00	3,000.00	Open	N
10889 FOUNTAIN PL N LANDSCAPE ESCROW REL KTHELEN						09/24/2024
420-00000-22100	10889 FOUNTAIN PL N LANDSCAPE ESCROW REL		3,000.00			
LENNAR	10/01/2024	10/08/2024	3,000.00	3,000.00	Open	N
10887 FOUNTAIN PL N LANDSCAPE ESCROW REL KTHELEN						09/24/2024
420-00000-22100	10887 FOUNTAIN PL N LANDSCAPE ESCROW REL		3,000.00			
LENNAR	10/01/2024	10/08/2024	3,000.00	3,000.00	Open	N
10904 HOLLY PL N LANDSCAPE ESCROW REL KTHELEN						09/24/2024
420-00000-22100	10904 HOLLY PL N LANDSCAPE ESCROW REL		3,000.00			
LENNAR	10/01/2024	10/08/2024	3,000.00	3,000.00	Open	N
10905 GARLAND PL N LANDSCAPE ESCROW REL KTHELEN						09/24/2024
420-00000-22100	10905 GARLAND PL N LANDSCAPE ESCROW REL		3,000.00			
LENNAR	10/01/2024	10/08/2024	3,000.00	3,000.00	Open	N
10906 GARLAND PL N LANDSCAPE ESCROW REL KTHELEN						09/24/2024
420-00000-22100	10906 GARLAND PL N LANDSCAPE ESCROW REL		3,000.00			
LENNAR	10/01/2024	10/08/2024	3,000.00	3,000.00	Open	N
10902 GARLAND PL N LANDSCAPE ESCROW REL KTHELEN						09/24/2024
420-00000-22100	10902 GARLAND PL N LANDSCAPE ESCROW REL		3,000.00			
LENNAR	10/01/2024	10/08/2024	3,000.00	3,000.00	Open	N
10904 GARLAND PL N LANDSCAPE ESCROW REL KTHELEN						09/24/2024
420-00000-22100	10904 GARLAND PL N LANDSCAPE ESCROW REL		3,000.00			
LENNAR	10/01/2024	10/08/2024	3,000.00	3,000.00	Open	N
10886 GARLAND PL N LANDSCAPE ESCROW REL KTHELEN						09/24/2024
420-00000-22100	10886 GARLAND PL N LANDSCAPE ESCROW REL		3,000.00			
LENNAR	10/01/2024	10/08/2024	3,000.00	3,000.00	Open	N
10890 GARLAND PL N LANDSCAPE ESCROW REL KTHELEN						09/24/2024

420-00000-22100	10890 GARLAND PL N LANDSCAPE ESCROW REL			3,000.00			
LENNAR	10/01/2024	10/08/2024	3,000.00	3,000.00	Open	N	
10888 GARLAND PL N LANDSCAPE ESCROW REL KTHELEN							09/24/2024
420-00000-22100	10888 GARLAND PL N LANDSCAPE ESCROW REL			3,000.00			
LUZ M SANDOVAL CONTRERAS	10/01/2024	10/08/2024	300.00	300.00	Open	N	
DAC RENTAL DEPOSIT REFUND: EVENT DATE 9/21/2024 KTHELEN							09/30/2024
101-00000-21716	DAC RENTAL DEPOSIT REFUND: EVENT DATE 9/21/2024			300.00			
MENARDS - ELK RIVER	10/01/2024	10/08/2024	159.82	159.82	Open	N	
PW; SUPPLIES KTHELEN							09/25/2024
101-43100-50210	PW; SUPPLIES			159.82			
MENARDS - MAPLE GROVE	09/19/2024	10/08/2024	229.26	229.26	Open	N	
PW; STREET MAINT-REPAIR CONCRETE MIX, WORK KTHELEN							09/09/2024
101-43100-50224	PW; STREET MAINT-REPAIR CONCRETE MIX			229.26			
MENARDS - MAPLE GROVE	09/19/2024	10/08/2024	388.39	388.39	Open	N	
PW; SUPPLIES KTHELEN							09/15/2024
101-43100-50210	PW; SUPPLIES			388.39			
MENARDS - MAPLE GROVE	09/30/2024	10/08/2024	39.51	39.51	Open	N	
PARKS; SUPPLIES CHOYT							09/19/2024
101-45200-50210	PARKS; SUPPLIES			39.51			
MENARDS - MAPLE GROVE	09/10/2024	10/08/2024	327.98	327.98	Open	N	
PW; BUILDINGS AND STRUCTURES/CHAIN DRIVE CHOYT							09/30/2024
101-43100-50520	PW; BUILDINGS AND STRUCTURES			327.98			
MENARDS - MAPLE GROVE	09/30/2024	10/08/2024	82.46	82.46	Open	N	
PW; BUILDINGS AND STRUCTURES CHOYT							09/30/2024
101-42120-50200	PD; SUPPLIES-UNIVERSAL KEYPAD			29.98			
101-43100-50520	PW; BUILDINGS AND STRUCTURES			52.48			
MENARDS - MAPLE GROVE	09/23/2024	10/08/2024	334.50	334.50	Open	N	
PARKS; SUPPLIES CHOYT							09/23/2024
101-45200-50210	PARKS; SUPPLIES			334.50			

METRO WEST INSPECTION	08/31/2024	10/08/2024	20,248.00	20,248.00	Open	N
BLDG INSPECTIONS; AUG 2024	CHOYT					08/31/2024
101-41660-50300	BLDG INSPECTIONS; AUG 2024		20,248.00			
METROPOLITAN COUNCIL	10/01/2024	10/08/2024	42,399.58	42,399.58	Open	N
147.01 WASTE WATER SERVICE; NOV 2024	CHOYT					10/01/2024
602-49400-50313	147.01 WASTE WATER SERVICE; NOV 2024		42,399.58			
MHSRC/RANGE	05/08/2024	10/08/2024	370.00	370.00	Open	N
PD; PROFESSIONAL DEVELOPMENT-DOTSETH	CHOYT					05/23/2024
101-42120-50208	PD; PROFESSIONAL DEVELOPMENT-DOTSETH		370.00			
MILLER CHEVROLET, LLC	10/02/2024	10/08/2024	98.82	98.82	Open	N
FD; REPAIR/MAINT; F-150 FD TRUCK	CHOYT					09/30/2024
101-42260-50220	FD; REPAIR/MAINT; F-150 FD TRUCK		98.82			
MINNESOTA CHIEFS OF POLICE ASSOC.	09/23/2024	10/08/2024	175.00	175.00	Open	N
PD; PROFESSIONAL DEVELOPMENT - CIF SMALL / KTHELEN						09/18/2024
101-42120-50208	PD; PROFESSIONAL DEVELOPMENT - CIF SMALL		175.00			
MINNESOTA DEPARTMENT OF HEALTH	07/01/2024	10/08/2024	40.00	40.00	Open	N
STATEWIDE HOSPITALITY FEE-2024 /18461 DAYT	CHOYT					07/31/2024
101-41910-50210	STATEWIDE HOSPITALITY FEE-2024 /18461 DA		40.00			
MINNESOTA DEPARTMENT OF HEALTH	07/01/2024	10/08/2024	40.00	40.00	Open	N
STATEWIDE HOSPITALITY FEE-2024 /12260 S DIA	CHOYT					07/31/2024
101-41910-50210	STATEWIDE HOSPITALITY FEE-2024 /12260 S		40.00			
MINNESOTA DEPARTMENT OF HEALTH	07/01/2024	10/08/2024	40.00	40.00	Open	N
STATEWIDE HOSPITALITY FEE-2024/13700 ZANZI	CHOYT					07/31/2024
101-41910-50210	STATEWIDE HOSPITALITY FEE-2024/13700 ZAN		40.00			
MINUTEMAN PRESS	10/01/2024	10/08/2024	2,414.66	2,414.66	Open	N
UTILITY BILLING; SEPTEMBER 2024	KTHELEN					09/25/2024
601-49400-50200	UTILITY BILLING; SEPTEMBER 2024		1,207.33			
602-49400-50200	UTILITY BILLING; SEPTEMBER 2024		1,207.33			

MINUTEMAN PRESS	10/01/2024	10/08/2024	4,838.14	4,838.14	Open	N
COMMUNICATOR; SEPTEMBER 2024	KTHELEN					09/30/2024
226-41900-50350	COMMUNICATOR; SEPTEMBER 2024		4,838.14			
MORRIES BUFFALO FORD, LLC	09/30/2024	09/30/2024	67,732.00	0.00	Paid	Y
F-350 PICKUP AND WARRANTY; FIRE	DBRUNETTE					09/30/2024
236-42260-50580	WARRANTY F350 TRUCKS; FIRE		4,560.00			
401-42260-50580	F350 PICKUP; FIRE		63,172.00			
NAPA AUTO PARTS	09/30/2024	10/08/2024	19.22	19.22	Open	N
PW; OPERATING SUPPLIES	CHOYT					09/19/2024
101-43100-50210	PW; OPERATING SUPPLIES		19.22			
NAPA AUTO PARTS	09/30/2024	10/08/2024	258.87	258.87	Open	N
PARKS; REPAIR/MAINT	CHOYT					09/20/2024
101-45200-50220	PARKS; REPAIR/MAINT		258.87			
NAPA AUTO PARTS	10/02/2024	10/08/2024	8.86	8.86	Open	N
FD; SUPPLIES	CHOYT					09/26/2024
101-42260-50200	FD; SUPPLIES		8.86			
OMANN BROTHERS INC	09/23/2024	10/08/2024	269.99	269.99	Open	N
PW; PAVING SUPPLIES 4.06	KTHELEN					09/12/2024
101-43100-50224	PW; PAVING SUPPLIES 4.06		269.99			
PLAISTED COMPANIES	09/30/2024	10/08/2024	790.90	790.90	Open	N
PW; CONCRETE TOOLS	CHOYT					09/12/2024
101-43100-50580	PW; CONCRETE TOOLS		790.90			
RICKY GERALD LUTH	09/30/2024	10/08/2024	50.00	50.00	Open	N
FD; AMERICAN HEART ASS. BASIC RENEWAL	CHOYT					09/30/2024
101-42260-50208	FD; AMERICAN HEART ASS. BASIC RENEWAL		50.00			
ROSELAWN STABLES	10/01/2024	10/08/2024	1,650.00	1,650.00	Open	N
OPERATING SUPPLIES; HOLIDAYTON TROLLEY	KTHELEN					09/18/2024
101-41910-50210	OPERATING SUPPLIES; HOLIDAYTON TROLLEY		1,650.00			
RPM GRAPHICS, INC	10/01/2024	10/08/2024	144.00	144.00	Open	N

ELECTIONS OPERATING SUPPLIES	KTHELEN						09/25/2024
101-41410-50210	ELECTIONS OPERATING SUPPLIES			144.00			
SAMS CLUB INC	10/01/2024	10/08/2024		701.67	701.67	Open	N
CH; OPERATING SUPPLIES	CHOYT						09/30/2024
101-41910-50210	CH; HERITAGE DAY			561.16			
101-41910-50210	CH; COUNCIL MEETING			89.29			
101-41910-50210	CH; OPERATING SUPPLIES-LATE FEE			39.99			
101-41910-50210	CH; INTEREST CHARGE			11.23			
SITE ONE LANDSCAPE SUPPLY	10/01/2024	10/08/2024		450.16	450.16	Open	N
REPAIR/MAINT- PARKS	CHOYT						10/01/2024
101-45200-50220	Repair/Maint			450.16			
STANTEC CONSULTING SERVICES INC.	09/30/2024	10/08/2024		152,155.01	152,155.01	Open	N
ENGINEERING SVCS; AUGUST 2024	CHOYT						08/31/2024
101-41630-50303	GEN. ENGINEERING RETAINER; AUG 2024			4,300.00			
101-41630-50303	GEN. ENGINEERING; AUG 2024			5,720.40			
101-41660-50308	BUILDING PERMIT ACTIVITIES; AUG 2024			13,069.80			
601-49400-50303	WATER SUPPLY & DISTRIBUTION; AUG 2024			872.00			
602-49400-50303	SANITARY SEWER SYSTEM; AUG 2024			8,398.40			
415-41900-50300	STORMWATER; AUG 2024			5,577.20			
414-41900-50303	TRANSPORTATION; AUG 2024			2,671.20			
408-45300-50303	TRAILS; AUG 2024			348.80			
601-49400-50303	GIS/MAPPING; AUG 2024			340.60			
602-49400-50303	GIS/MAPPING; AUG 2024			340.60			
411-43100-50303-6098	SUNDANCE GREENS; AUG 2024			4,970.89			
411-43100-50303-6075	CLOQUET ISLAND ESTATES(CYPRESS)			753.25			
411-43100-50303-6105	IONE GARDENS;			1,222.00			
411-43100-50303-6120	SUNDANCE GREENS-LENNAR;			1,625.14			
411-43100-50303-6131	MTL COMPANIES;			1,232.55			
411-43100-50303-6143	RIVERWALK; AUG 2024			2,127.75			
411-43100-50303-6150	THE CUBES OF FRENCH LAKE (CRG)			355.00			
411-43100-50303-6149	KWIK TRIP-MAPLE CT			699.00			
411-43100-50303-6147	LEE PROPERTY;			21,336.80			
411-43100-50303-6167	CAPITAL PARTNERS;			369.00			
411-43100-50303-6164	GRACO 2ND;			882.92			
411-43100-50303-6180	NEIGHBORHOOD ON DAYTON PKWY;			5,412.00			

411-43100-50303-6170	SCHANY PROPERTIES;			9,820.75			
411-43100-50303-6165	OPUS;			2,225.50			
601-00000-16500	DAYTON WELL #5 PRELIM DESIGN;AUG 2024			15,214.03			
601-49400-50303	DAYTON WATER COMP PLANS;AUG 2024			2,866.20			
602-49400-50303	DAYTON SEWER COMP PLANS; AUG 2024			2,866.20			
410-41900-50300	HAZARD MITIGATION GRANT PROGRAM			1,271.60			
414-41900-50303	DAYTON RIVER RD TURN LANE IMPROV.			67.60			
415-41900-50300	DAYTON JORDAN & JAEGER DITCH; AUG 2024			574.60			
414-41900-50303	DAYTON 2024 MILL & OVERLAY; AUG 2024			347.86			
601-49400-50303	DAYTON HUD ENVIRONMENTAL REVIEW			362.00			
405-41900-50303	PARKS: AUG 2024			421.20			
411-43100-50303-6198	DAYTON TERR/E FRENCH; AUG 2024			354.00			
411-43100-50303-6203	DCM FARMS; AUG 2024			1,853.75			
411-43100-50303-6204	SCHANY PROPERTY (NORTH); AUG 2024			654.00			
480-43000-50300	DAYTON PKWY INTERCHANGE-CONSTRUCTION			503.60			
414-41900-50303	DAYTON 2024 CHIP & FOG SEAL; AUG 2024			1,869.60			
601-49400-50303-2005	WATERMAIN EXTENSION; AUG 2024			9,461.79			
408-45300-50303	ELSIE STEPHENS CANOE/KAYAK LAUNCH; AUG			4,109.80			
414-41900-50303	CENTRAL PARK PARKING LOT IMPROVEMENTS			6,401.60			
601-49400-50303	TERRITORIAL IMPROV FEASIBILITY; AUG 2024			8,284.03			
<hr/>							
T MOBILE		10/01/2024	10/08/2024	961.02	961.02	Open	N
CH/PW; 990673180 CELL SVC AUG-SEPT 2024	CHOYT						09/21/2024
101-43100-50321	PW; CELL SVC			584.43			
601-49400-50321	PW; CELL SVC			52.83			
602-49400-50321	PW; CELL SVC			52.82			
101-41910-50321	AC; CELL SVC			79.00			
101-41710-50321	PLANNING; CELL SVC			82.09			
101-41420-50320	CH; CLERK CELL SVC			39.35			
101-41500-50320	CH; HOT SPOT			31.15			
101-41310-50320	AD; COMMUNICATIONS			39.35			
<hr/>							
T MOBILE		10/02/2024	10/08/2024	966.95	966.95	Open	N
PD; 990673330 CELL SVC AUG-SEPT 2024	CHOYT						09/21/2024
101-42120-50320	PD; 990673330 CELL SVC AUG-SEPT 2024			966.95			
<hr/>							
T MOBILE		10/02/2024	10/08/2024	310.46	310.46	Open	N
FD; 983779233 CELL SVC AUG-SEP 2024	CHOYT						09/21/2024

101-42260-50320	FD; 983779233 CELL SVC AUG-SEP 2024			310.46			
<hr/>							
TIMESAVER OFF SITE SECRETARIAL. INC	10/02/2024	10/08/2024		698.50	698.50	Open	N
MINUTES; 9/10 CC, 9/17 EDA, 9/24 CC	CHOYT						09/30/2024
101-41420-50300	MINUTES; 9/10 CC, 9/17 EDA, 9/24 CC			698.50			
<hr/>							
VERIZON WIRELESS	09/23/2024	10/08/2024		150.12	150.12	Open	N
PW;CELL SERVICE;MCM SEWER AUG-SEP 2024	KTHELEN						09/12/2024
602-49400-50321	PW;CELL SERVICE;MCM SEWER AUG-SEP 2024			150.12			
<hr/>							
WESTSIDE WHOLESALE, INC	09/30/2024	10/08/2024		819.00	819.00	Open	N
PW; REPAIR/MAINT. FORD F250	CHOYT						09/19/2024
101-43100-50220	PW; REPAIR/MAINT. FORD F250			819.00			
<hr/>							
XCEL ENERGY	09/18/2024	10/08/2024		4.01	4.01	Open	N
51-5815803-3 SIREN; AUG-SEPT 2024	CHOYT						08/31/2024
101-42130-50381	51-5815803-3 SIREN; AUG-SEPT			4.01			
<hr/>							
XCEL ENERGY	10/01/2024	10/08/2024		497.38	497.38	Open	N
51-8556975-3 TERR ST LGT; SEPT 2024	CHOYT						09/30/2024
101-43100-50230	51-8556975-3 TERR ST LGT; SEPT 2024			497.38			
<hr/>							
XCEL ENERGY	10/01/2024	10/08/2024		97.98	97.98	Open	N
51-0013433058-1; BROCKTON SIGNAL; AUG-SEF	KTHELEN						10/01/2024
101-43100-50230	51-0013433058-1; BROCKTON SIGNAL; AUG-SE			97.98			
<hr/>							
XCEL ENERGY	10/01/2024	10/08/2024		19.87	19.87	Open	N
51-9348440-7 TROY ST LGT; SEPT 2024	KTHELEN						09/29/2024
101-43100-50230	51-9348440-7 TROY ST LGT; SEPT 2024			19.87			
<hr/>							
XCEL ENERGY	10/01/2024	10/08/2024		84.47	84.47	Open	N
51-8932050-3 CR81; SEPT 2024	KTHELEN						09/30/2024
101-43100-50230	51-8932050-3 CR81; SEPT 2024			84.47			
<hr/>							
XCEL ENERGY	10/01/2024	10/08/2024		154.98	154.98	Open	N
51-4585810-2 S DIA LK; 51-4585810-2 LAWNDAL	KTHELEN						09/24/2024
101-43100-50381	51-4585810-2 S DIA LK; AUG- SEPT 2024			26.92			
602-49400-50381	51-4585810-2 LAWNDAL; AUG- SEPT 2024			117.33			

602-49400-50381	51-4585810-2 PRO LGT; AUG- SEPT 2024		10.73				
XUE LEE	10/01/2024	10/08/2024	300.00	300.00	Open	N	
DAC RENTAL DEPOSIT REFUND: EVENT DATE 9/2: KTHELEN							09/23/2024
101-00000-21716	DAC RENTAL DEPOSIT REFUND: EVENT DATE 9/		300.00				
ZACH DOUD	09/30/2024	10/08/2024	502.49	502.49	Open	N	
MILEAGE: JUL-SEPT 2024	CHOYT						09/30/2024
101-41310-50331	MILEAGE: JUL-SEPT 2024		297.47				
101-41500-50331	MILEAGE: CONFERENCE		205.02				
# of Invoices: 132	# Due: 130	Totals:	710,668.44	637,936.44			
# of Credit Memos: 0	# Due: 0	Totals:	0.00	0.00			
Net of Invoices and Credit Memos:			710,668.44	637,936.44			
* 3 Net Invoices have Credits Totalling:			(13,189.12)				
--- TOTALS BY FUND ---							

101 - GENERAL FUND	107,195.40	107,195.40
225 - EDA	392.00	392.00
226 - CABLE	7,238.14	7,238.14
236 - FIRE PUBLIC SAFETY AID	4,560.00	0.00
401 - CAPITAL EQUIPMENT	65,172.85	2,000.85
405 - PARK DEDICATION	421.20	421.20
408 - PARK TRAIL DEVELOPMENT	4,458.60	4,458.60
410 - CAPITAL FACILITIES	6,271.60	1,271.60
411 - DEVELOPER ESCROWS	56,196.17	56,196.17
414 - PAVEMENT MANAGEMENT AND IMPROVEMENTS	42,242.60	42,242.60
415 - STORMWATER	6,151.80	6,151.80
420 - LANDSCAPE ESCROWS	69,000.00	69,000.00
480 - DAYTON PARKWAY INTERCHANGE	503.60	503.60
601 - WATER FUND	283,997.17	283,997.17
602 - SEWER FUND	56,867.31	56,867.31

--- TOTALS BY DEPT/ACTIVITY ---

00000 -	306,129.06	306,129.06
41110 - Council	69.00	69.00

41120 - Committees-Commissions	72.72	72.72
41310 - Administration	336.82	336.82
41410 - Elections	3,171.00	3,171.00
41420 - City Clerk	932.85	932.85
41500 - Finance	464.80	464.80
41630 - Engineering Services	10,020.40	10,020.40
41640 - Legal Services	2,000.00	2,000.00
41660 - Inspection Service	33,461.76	33,461.76
41710 - Plannning & Economic Dev	8,601.90	8,601.90
41810 - Central Services	1,877.25	1,877.25
41820 - Information Technology	542.00	542.00
41900 - General Govt	63,950.85	58,950.85
41910 - Activity Center	3,613.14	3,613.14
42120 - Patrol and Investigate	5,403.69	5,403.69
42130 - Emergency Mgmt	42.51	42.51
42260 - Fire Suppression	87,567.42	19,835.42
43000 -	503.60	503.60
43100 - Public Works	73,544.65	73,544.65
45200 - Parks	1,194.51	1,194.51
45300 - Trail Development	4,458.60	4,458.60
49400 - Utilities	102,709.91	102,709.91

Wellhead Treatment Plant Update Memo

Mayor and Council -

During the last council meeting, there was an update given quickly by myself during Staff and Council updates that needs background on how we got here with the Wellhead Treatment and what the current and future status looks like, concentrated around the Federal funding.

Revenue Sources:

The Wellhead Treatment Plant has 3 revenue sources for the construction which include a State Grant, City of Dayton Capital Dollars, and a Federal Grant. The State Grant was secured and funding received in the amount of \$1,750,000. City of Dayton Capital Dollars are ready to be used in the amount of \$2,444,300, but the Federal Grant funding of \$4,000,000 has not been secured yet. The total for this project is \$8,194,300.

To expand on that, we have been awarded the Federal Grant dollars, worked through the process to secure these dollars with the Federal Government. During that they forgot a very important piece of their process, which is completion an Environmental Review. This was never brought to staff's attention during the process and was only notified to City staff when the funding was looking to be received by Dayton. This was an oversight by the Federal Government but was not allowed for the City of Dayton to receive that funding due to their oversight, which occurred on January 18, 2024. City staff has been working on that Environmental Review since February of 2024 to re-secure the funding for the Federal Grant. Currently the Environmental Review process is being held up SHPO (State Historical Preservation Office), which is the last step in that Environmental Review process, as they have not given an opinion on whether this site meets their standards or not because of the work completed by the contractor.

We have a couple of options to still secure the dollars from the Federal Grant and they are as follows (more than 1 can be used below to achieve the collect the full grant):

1. SHPO can make their determination on the current Wellhead Treatment Site within the 90 period which started at the beginning of September. This would allow the funding of \$4,000,000 to be used for the construction of the Wellhead Treatment.
2. Funding can be used for fulfilling soft costs on the construction project (engineering, staff time) from the past, current, and future of the project.
3. Funding can be used for supplies and actual treatment of water in the City of Dayton from now until the end of the year 2030.

Construction of Project:

The Construction of Wellhead Treatment Plant was started in October 2023 after the project was awarded to Magney Construction. We had work being completed until the notification previously mentioned in January of 2024. At that time, the City informed the contractor that work had to cease until the funding from the Federal Government could be secured. At the end of

January, the Federal Government allowed the contractor to complete site work on the site to ensure site safety. This work was completed through the month of May 2024 to get the “basement” of the wellhead treatment plant covered by concrete and the dirt restored around the structure. This would be the condition of the site as you see it today.

City staff is still aiming for an early summer completion of this project but as the days go by, the contractor loses valuable time to be able to complete work over the winter months.

Future Considerations/Status:

If the Federal Funding is not re-secured based on a SHPO decision, City staff will need to have a conversation with City Council on continuing the project with City dollars at a future meeting and use options 2 and 3 (under Revenue Sources) to secure the dollars back over time so the water supplied to residents can be of the quality that the Council had envisioned when they approved this project in August of 2023.

Staff is not saying that it is not desirable to use dollars from the City in lieu of the Federal Grant dollars, but the project still needs to be completed and cannot sit as it does today with no planned completion date. Staff still receives many complaints about water quality (which is seen in our community survey results) and we are still aware that the water does not meet secondary standards set by MN Dept of Health.

Staff will do whatever is possible to secure the funding from the Federal Government and has jumped through all of the hoops since being notified in January of 2024 about not being in compliance. Staff feels like we are so very close to getting this compliance back in check and has a strong feeling of positivity based on most recent conversations with SHPO staff about how to make corrections and attain compliance to resecure the funding.

Please let me know if you have any questions,

Zach Doud, City Administrator

PRESENTER:

Jason Quisberg

ITEM:

Wellhouse #5 - Pay Request No. 1

PREPARED BY:

Jason Quisberg, Engineering

POLICY DECISION / ACTION TO BE CONSIDERED:

Approve Pay Request No. 1 for the Wellhouse #5 project

BACKGROUND:

See attached engineer's memo for background and recommendations.

RECOMMENDATION:

See attached engineer's memo for recommendations.

ATTACHMENT(S):

Engineer's memo
Pay Request No. 1

To: Martin Farrell, Public Works Director From: Ash Hammerbeck, PE
Jason Quisberg, PE
Project/File: 227704873 Date: September 27, 2023
Subject: Dayton Wellhouse No.5 - Pay Application #1

Council Action Requested

Staff is recommending Council to approve Pay Application #1 for the Dayton Wellhouse No.5 to Ebert Companies in the amount of \$49,016.55.

Summary

Ebert Companies continued work on the project, including surveying, mobilization, and earthwork, and obtaining the necessary utilities and materials. This pay request is for the work performed through 8/31/2024.

The signed payment request form and pay application is attached for review.

Total Contract Value to Date	\$ 1,127,735.28
Work Completed to Date	\$ 51,596.38
5% Retainage	\$ 2,579.83
Amount Paid to Date	\$ 0.00
Total Pay App #1	\$ 49,016.55

Engineer's Recommendation

We have reviewed the request and recommend approving Pay Application #1 to Ebert Companies in the amount of \$49,016.56 for the work completed and materials stored to date.

Application and Certificate for Payment

TO OWNER: City of Dayton 12260 S Diamond Lake Road Dayton, MN 55327	PROJECT: City of Dayton Wellhouse #5 14503 Kingsview Lane N Dayton, MN 55327	APPLICATION NO: 1 PERIOD TO: 8/31/2024 CONTRACT FOR: CONTRACT DATE: PROJECT NOS: 66099 / /	Distribution to: OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
FROM CONTRACTOR: Ebert Companies 23350 County Road 10 Corcoran, MN 55357	VIA ARCHITECT: Stantec Consulting Services 2335 W Highway 36 St. Paul, MN 55113		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	\$ 1,127,735.28
2. NET CHANGE BY CHANGE ORDERS	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 1,127,735.28
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 51,596.38
5. RETAINAGE:	
a. 5.00 % of Completed Work (Columns D + E on G703)	\$ 2,579.83
b. _____ % of Stored Material (Column F on G703)	\$ _____
Total Retainage (Lines 5a + 5b, or Total in Column I of G703)	\$ 2,579.83
6. TOTAL EARNED LESS RETAINAGE	\$ 49,016.55
(Line 4 minus Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 0.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$ 49,016.55
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6)	\$ 1,078,718.73

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this month	\$	\$
TOTAL	\$	\$
NET CHANGES by Change Order	\$	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Ebert Companies

By: William Ebert

State of: Minnesota

County of: Hennepin

Subscribed and sworn to before me this 22nd

day of Aug. 2024

Notary Public: Shelby Rasmussen

My commission expires: 1-31-2027



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Stantec Consulting Services

By: Stantec

Date: 10/1/2024

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1
APPLICATION DATE: 8/22/2024
PERIOD TO: 8/31/2024
ARCHITECT'S PROJECT NO: 66099

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED <i>(Not in D or E)</i>	TOTAL COMPLETED AND STORED TO DATE <i>(D+E+F)</i>	% <i>(G ÷ C)</i>	BALANCE TO FINISH <i>(C – G)</i>	RETAINAGE <i>(If variable rate)</i>
			FROM PREVIOUS APPLICATION <i>(D + E)</i>	THIS PERIOD					
01	Bonds	10,000.00		10,000.00		10,000.00	100.00		500.00
02	Mobilization	20,000.00		20,000.00		20,000.00	100.00		1,000.00
03	General Conditions M	24,500.00		3,062.50		3,062.50	12.50	21,437.50	153.13
04	General Conditions L	54,500.00		6,812.50		6,812.50	12.50	47,687.50	340.63
05	Closeouts	2,000.28						2,000.28	
06	Final Cleaning	2,000.00						2,000.00	
07	Cast-In-Place Concrete	57,200.00						57,200.00	
08	Precast Plank	14,200.00						14,200.00	
09	Unit Masonry	84,600.00						84,600.00	
10	Rough Carpentry M	6,800.00						6,800.00	
11	Rough Carpentry L	17,400.00						17,400.00	
12	Roof Trusses M	1,800.00						1,800.00	
13	Bituminous Damproofing	3,750.00						3,750.00	
14	Insulation	1,900.00						1,900.00	
15	Sheet Metal Roofing	16,000.00						16,000.00	
16	Soffits & Flashings	2,000.00						2,000.00	
17	Joint Sealants	2,800.00						2,800.00	
18	Doors, Hardware, & Frames M	15,850.00						15,850.00	
19	Doors, Hardware, & Frames L	1,950.00						1,950.00	
20	Translucent Skylight System	6,050.00						6,050.00	
21	Louvers M	1,700.00						1,700.00	
22	Louvers L	800.00						800.00	
23	Gypsum Wallboard	2,800.00						2,800.00	
24	Concrete Floor Sealer	1,400.00						1,400.00	
25	Painting	6,800.00						6,800.00	
	GRAND TOTAL								

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1
APPLICATION DATE: 8/22/2024
PERIOD TO: 8/31/2024
ARCHITECT'S PROJECT NO: 66099

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C – G)	RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
26	Signage	1,950.00		11,721.38		11,721.38	22.50	1,950.00	586.07
27	Plumbing	13,500.00						13,500.00	
28	Mechanical	34,250.00						34,250.00	
29	Electrical Permit	260.00						260.00	
30	Electrical General Labor	34,744.00						34,744.00	
31	Electrical General Material	25,977.00						25,977.00	
32	Equipment Controls & Integ.	209,375.00						209,375.00	
33	Electrical Generator	170,450.00						170,450.00	
34	Lighting	2,544.00						2,544.00	
35	Earthwork	52,095.00						40,373.62	
36	Flexible Paving	12,200.00						12,200.00	
37	Irrigation Systems	6,450.00						6,450.00	
38	Turfs & Grasses	5,050.00						5,050.00	
39	Deciduous Trees 2.5"	3,738.00						3,738.00	
40	Shrub #5 GAL CONT	1,566.00						1,566.00	
41	Perennial Grass #1 GAL CONT	1,234.00						1,234.00	
42	Rock Mulch	875.00						875.00	
43	Metal Landscape Edger	2,158.00						2,158.00	
44	Utilities	28,269.00						28,269.00	
45	Process Piping	38,250.00						38,250.00	
46	Vertical Line Shaft Pump	124,000.00						124,000.00	
	GRAND TOTAL	1,127,735.28		51,596.38		51,596.38	4.58	1,076,138.90	2,579.83

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

PRESENTER:

Jason Quisberg

ITEM:

Wellhouse #5 - Pay Request No. 2

PREPARED BY:

Jason Quisberg, Engineering

POLICY DECISION / ACTION TO BE CONSIDERED:

Approve Pay Request No. 2 for the Wellhouse #5 project

BACKGROUND:

See attached engineer's memo for background and recommendations.

RECOMMENDATION:

See attached engineer's memo for recommendations.

ATTACHMENT(S):

Engineer's memo
Pay Request No. 2

To: Martin Farrell, Public Works Director From: Ash Hammerbeck, PE
Jason Quisberg, PE
Project/File: 227704873 Date: September 27, 2023
Subject: Dayton Wellhouse No.5 - Pay Application #2

Council Action Requested

Staff is recommending Council to approve Pay Application #2 for the Dayton Wellhouse No.5 to Ebert Companies in the amount of \$170,691.49.

Summary

Ebert Companies continued work on the project, including cast-in-place concrete, precast plank, unit masonry, insulation, plumbing, electrical, earthwork and utilities, and obtaining the necessary utilities and materials. This pay request is for the work performed through 9/30/2024.

The signed payment request form and pay application is attached for review.

Total Contract Value to Date	\$ 1,127,735.28
Work Completed to Date	\$ 231,271.65
5% Retainage	\$ 11,563.61
Amount Paid to Date	\$ 49,016.55
Total Pay App #2	\$ 170,691.49

Engineer's Recommendation

We have reviewed the request and recommend approving Pay Application #2 to Ebert Companies in the amount of \$170,691.49 for the work completed and materials stored to date.

Application and Certificate for Payment

TO OWNER: City of Dayton
12260 S Diamond Lake Road
Dayton, MN 55327

PROJECT: City of Dayton Wellhouse #5
14503 Kingsview Lane N
Dayton, MN 55327

APPLICATION NO: 2
PERIOD TO: 9/30/2024

Distribution to:

OWNER ☐

ARCHITECT ☐

CONTRACTOR ☐

FIELD ☐

OTHER ☐

FROM CONTRACTOR: Ebert Companies
23350 County Road 10
Corcoran, MN 55357

VIA ARCHITECT: Stantec Consulting Services
2335 W Highway 36
St. Paul, MN 55113

CONTRACT FOR:

CONTRACT DATE:

PROJECT NOS: 66099 / /

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	\$	1,127,735.28
2. NET CHANGE BY CHANGE ORDERS	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	1,127,735.28
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	231,271.65
5. RETAINAGE:		
a. 5.00 % of Completed Work (Columns D + E on G703)	\$	11,563.61
b. _____ % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b, or Total in Column I of G703)	\$	11,563.61
6. TOTAL EARNED LESS RETAINAGE	\$	219,708.04
(Line 4 minus Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	49,016.55
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE	\$	170,691.49
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6)	\$	908,027.24

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this month	\$	\$
TOTAL	\$	\$
NET CHANGES by Change Order	\$	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Ebert Companies

By: 

Date: 9.23.2024

State of: Minnesota

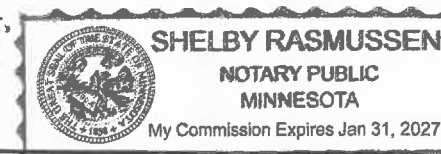
County of: Hennepin

Subscribed and sworn to before
me this 23rd

day of Sept.
2024

Notary Public: 

My commission expires: 1-31-2027



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Stantec Consulting Services

By: 

Date: 10/1/2024

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 2
APPLICATION DATE: 9/24/2024
PERIOD TO: 9/30/2024
ARCHITECT'S PROJECT NO: 66099

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G + C)	BALANCE TO FINISH (C – G)	RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
01	Bonds	10,000.00	10,000.00			10,000.00	100.00		500.00
02	Mobilization	20,000.00	20,000.00			20,000.00	100.00		1,000.00
03	General Conditions M	24,500.00	3,062.50	4,287.50		7,350.00	30.00	17,150.00	367.51
04	General Conditions L	54,500.00	6,812.50	9,537.50		16,350.00	30.00	38,150.00	817.51
05	Closeouts	2,000.28						2,000.28	
06	Final Cleaning	2,000.00						2,000.00	
07	Cast-In-Place Concrete	57,200.00		20,020.00		20,020.00	35.00	37,180.00	1,001.00
08	Precast Plank	14,200.00		6,390.00		6,390.00	45.00	7,810.00	319.50
09	Unit Masonry	84,600.00		59,220.00		59,220.00	70.00	25,380.00	2,961.00
10	Rough Carpentry M	6,800.00						6,800.00	
11	Rough Carpentry L	17,400.00						17,400.00	
12	Roof Trusses M	1,800.00		1,800.00		1,800.00	100.00		90.00
13	Bituminous Damproofing	3,750.00						3,750.00	
14	Insulation	1,900.00		950.00		950.00	50.00	950.00	47.50
15	Sheet Metal Roofing	16,000.00						16,000.00	
16	Soffits & Flashings	2,000.00						2,000.00	
17	Joint Sealants	2,800.00						2,800.00	
18	Doors, Hardware, & Frames M	15,850.00						15,850.00	
19	Doors, Hardware, & Frames L	1,950.00						1,950.00	
20	Translucent Skylight System	6,050.00						6,050.00	
21	Louvers M	1,700.00						1,700.00	
22	Louvers L	800.00						800.00	
23	Gypsum Wallboard	2,800.00						2,800.00	
24	Concrete Floor Sealer	1,400.00						1,400.00	
25	Painting	6,800.00						6,800.00	
	GRAND TOTAL								

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Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 2
APPLICATION DATE: 9/24/2024
PERIOD TO: 9/30/2024
ARCHITECT'S PROJECT NO: 66099

A	B	C	D	E	F	G		H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)	BALANCE TO FINISH (C – G)	RETAINAGE (If variable rate)	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
26	Signage	1,950.00	11,721.38	35,164.12		6,750.00	50.00	1,950.00	337.50	
27	Plumbing	13,500.00						6,750.00		6,750.00
28	Mechanical	34,250.00								34,250.00
29	Electrical Permit	260.00						260.00		260.00
30	Electrical General Labor	34,744.00						3,474.40		3,474.40
31	Electrical General Material	25,977.00						7,793.10		7,793.10
32	Equipment Controls & Integ.	209,375.00								
33	Electrical Generator	170,450.00								
34	Lighting	2,544.00								2,544.00
35	Earthwork	52,095.00								46,885.50
36	Flexible Paving	12,200.00								
37	Irrigation Systems	6,450.00								
38	Turfs & Grasses	5,050.00								
39	Deciduous Trees 2.5"	3,738.00								
40	Shrub #5 GAL CONT	1,566.00								
41	Perennial Grass #1 GAL CONT	1,234.00								
42	Rock Mulch	875.00								
43	Metal Landscape Edger	2,158.00								
44	Utilities	28,269.00	24,028.65	24,028.65	85.00	4,240.35	1,201.43			
45	Process Piping	38,250.00				38,250.00				
46	Vertical Line Shaft Pump	124,000.00				124,000.00				
GRAND TOTAL		1,127,735.28	51,596.38	179,675.27		231,271.65	20.51	896,463.63	11,563.61	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

PRESENTER:

Jason Quisberg

ITEM:

Wellhouse #5 – Change Order No. 1

PREPARED BY:

Jason Quisberg, Engineering

POLICY DECISION / ACTION TO BE CONSIDERED:

Approve Change Order No. 1 for the Wellhouse #5 project

BACKGROUND:

Centerpoint introduced tariffs to be charged against services intended for use such as to operate standby generators. In order to avoid these tariffs, it was elected to switch the (planned) permanent generator at Wellhouse #5 from natural gas to diesel. This change order is a result of the City's directive to switch to a diesel generator.

See attached engineer's memo for additional background and recommendations.

RECOMMENDATION:

See attached engineer's memo for recommendations.

ATTACHMENT(S):

Engineer's memo
Change Order No. 1

To:	Martin Farrell, Public Works Director	From:	Ash Hammerbeck, PE Jason Quisberg, PE
File:	227704873	Date:	October 1, 2024

Reference: Change Order No. 1 – Dayton Wellhouse No.5**Council Action Requested**

Staff recommends that City Council approve Change Order No.1 for the Dayton Wellhouse No.5 Project, which deducts \$47,131.00 from the contract price.

Summary

Attached is Change Order No. 1 for the Dayton Wellhouse No.5 Project, covering the modifications in Change Order Proposal 1. This change order updates the contract price to reflect a deduction based on the actual costs of the work completed.

A description of the work covered under this change order is described below. Supporting documentation from the contractor is attached.

COP#1

- Description: This change proposal covers labor and material costs for switching the generator from natural gas engine to a diesel engine. The change is necessary due to the additional costs associated with the newly implemented natural gas meter tariff. The switch to diesel will eliminate these costs. The scope of work includes removing gas piping and installing diesel generators with a 24-hour sub-base fuel tank, dual-wall fuel cell, level gauge, rupture and leakage alarms, and spill containment in compliance with EPA and MN state standards. The exterior will be primed and painted. The total deduction for this change is \$47,131.00

Engineer's Recommendation

It is recommended that the City Council review and approve the attached Change Order No. 1.

SECTION 00 63 63
CHANGE ORDER FORM

Change Order No. 1

Date October 1, 2024

Agreement Date May 14, 2024

Name of Project: City of Dayton Wellhouse #5

Owner: City of Dayton

Contractor: Ebert Companies

The following changes are hereby made to the Contract Documents:

This change order updates the contract price to reflect a deduction based on the costs for switching the generator from natural gas engine to a diesel engine.

Justification: The change is necessary due to the additional costs associated with the newly implemented natural gas meter tariff. The switch to diesel will eliminate these costs.

Original Contract Price: \$ 1,127,735.28

Current Contract Price adjusted to previous Change Order: \$ 1,127,735.28

The Contract Price due to this Change Order will be ~~(increased)~~ (decreased) by
\$ 47,131.00.

The new Contract Price including this Change Order will be \$ 1,080,604.28

Original Contract-Required Completion Date: July 1, 2025

Current Contract Completion Date adjusted to previous Change Order: July 1, 2025

The Contract Time will be ~~(increased)~~ ~~(decreased)~~ by 0 calendar days.

The revised Contract Completion Date for completion of Work will be: July 1, 2025

Approvals Required:

To be effective, this Order must be approved by the Owner and the Contractor if it changes the scope of objective of the Project, or as may otherwise be required by the Supplemental General Conditions.



Requested by: _____
Ash Hammerbeck, P.E.

Ordered by: _____
City of Dayton

Accepted by: _____
(Contractor)

END OF SECTION



23350 County Road 10
Corcoran, MN 55357
Ph : 763-498-7844

Change Proposal

To: City of Dayton
12260 S Diamond Lake Road
Dayton, MN 55327

Number: GCPR 01

Date: 9/3/24

Job: 66099 City of Dayton Wellhouse #5

Phone:

Description: WCD 001 - Diesel Generator Change Proposal

Proposed are the following changes:

Work Change Directive NO. WCD 001

- Dayton WellHouse NO.5 - C/O Proposal to Change from a Natural Gas 250KW Generator to a Diesel 250KW Generator.

The total amount to provide this work is \$-47,131.00
(Please refer to attached sheet for details.)

If you have any questions, please contact me at 763-498-7844.

Pricing subject to review/change if not approved within 14 days of receipt.

Submitted by: Ebert Companies

Approved by: _____
Date: _____



23350 County Road 10
Corcoran, MN 55357
Ph : 763-498-7844

Change Proposal GCPR 01 Price Breakdown Continuation Sheet

Description: WCD 001 - Diesel Generator Change Proposal

Description	Labor	Material	Equipment	Subcontract	Other	Price
Electrical				\$-46,004.00		\$-46,004.00
HVAC				\$-1,127.00		\$-1,127.00

Subtotal: \$-47,131.00

Total: \$-47,131.00

TAYLOR ELECTRIC COMPANY

PROPOSAL

DATE	PROPOSAL
8/21/24	575

Description	Total
Dayton Well House No. 5 – C/O Proposal to Change from a Natural Gas 250KW Generator to a Diesel 250KW Generator.	
Current Natural Gas 250KW Generator	\$170,450.00
Proposed Diesel 250KW Generator	\$121,645.00
For a Deduct of	-\$48,805.00
Add Diesel Fuel	\$2,801.00
LOOK FORWARD TO DOING BUSINESS WITH YOU	TOTAL: -\$46,004.00

19717 207th Street
Big Lake, MN 55309
763-263-5703 PHONE
763-263-5709 FAX

--	--

GENERAL CONTRACTORS
Ebert Construction



**HEATING &
COOLING TWO**

18550 County Road 81
Maple Grove, MN
(763) 428-3677
heatcool2.com



Customer:

Ebert Construction
23350 County Road 10
Corcoran, MN 55357
612-986-2144

Job Location:

Ebert Construction
23350 County Road 10
Corcoran, MN 55357

1st floor 0 Supply 0 Returns 0 Sq. Ft.
2nd floor 0 Supply 0 Returns 0 Sq. Ft.

Base Items Include: -

Ductwork, registers and gas piping front corner house opposite garage to furnace

Doc #: 55997 Printed: 9/30/2024

Job#: _____
Bid Date: 4/22/2024
Estimator: Trevor Torgerson
Plan: Wellhouse No. 5
Style: _____
F/JOIST: _____
Desc: Misc.

Base Price: \$0.00

Description	Qty	Price	Total
We Propose to furnish and install the following:	X 1	\$0.00	\$0.00
Installation of new equipment, all labor needed, per print set 2277046873		\$0.00	
Installation of new Daikin BCH AHU	X 1	\$0.00	\$0.00
Installation of new duct work from exterior louver to new AHU	X 1	\$0.00	\$0.00
Installation of new Daikin condensing unit outside building	X 1	\$0.00	\$0.00
Installation of new refrigerant lines from outdoor unit to indoor AHU	X 1	\$0.00	\$0.00
Gas piping from service to new generator		\$0.00	
Installation of new electric unit heater-wiring by others	X 1	\$0.00	\$0.00
Exclusions: All control wiring, all line voltage wiring	X 1	\$0.00	\$0.00
All needed mechanical permits	X 1	\$0.00	\$0.00
Total	X 1	\$34,250.00	\$34,250.00
*****		\$0.00	
Credit for removal of gas piping to generator scope:	X 1	(\$1,127.00)	(\$1,127.00)

Customer Signature Required:

Financing:

Estimated monthly payment:

Authorized Signature: _____ Date: _____ Additions: \$0.00
Accepted By: _____ Date: _____ Due On R: \$0.00
(60 Day price guarantee) - Please read NOTICE OF CANCELLATION. Due Upon H: \$0.00
Terms/Notes: Due Upon F: \$33,123.00
Total: \$33,123.00

All rebates and credits quoted above are based on known information on the date of the proposal. Heating & Cooling Two, Inc. does not guarantee availability of these rebates and credits as they are subject to change without notice at any time.

PRESENTER: Martin Farrell

ITEM: Crow/Mississippi river public water access cooperative agreement between the state of Minnesota and the City of Dayton

PREPARED BY: Martin Farrell

POLICY DECISION / ACTION TO BE CONSIDERED: Approve the cooperative agreement to redesign the current DNR water access at the confluence of the Crow and Mississippi Rivers to better accommodate motorized craft and include a new Kayak/Canoe launch as part of the Dayton Water Trail.

BACKGROUND: Staff have been working with a number of agencies whilst pursuing funding and approvals for the Dayton water trails project. During those conversation a opportunity for a mutually beneficial project with the DNR to improve the existing water access in the historic village and include a new canoe/kayak launch. The DNR subsequently secured funding for the project, and requested that the City Design and build the project.

The project has been separated into two agreements one for the Design and one for the Construction. The attached resolution and agreement are for the Design portion of the project.

CRITICAL ISSUES: Advances the City water trail project by adding an upstream put in point that will connect with the Elsie Stephens Park kayak/canoe launch, which will be built in 2025.

BUDGET IMPACT: None project funded by the State of Minnesota.

RECOMMENDATION: Approve the Crow/Mississippi river public water access cooperative agreement between the state of Minnesota and the City of Dayton.

ATTACHMENT(S): Resolution and cooperative agreement.

CITY OF DAYTON

RESOLUTION NO. 51-2024

**RESOLUTION ESTABLISHING A COOPERATIVE AGREEMENT FOR THE
CROW/MISSISSIPPI PUBLIC WATER ACCESS AGREEMENT BETWEEN THE
STATE OF MINNESOTA AND THE CITY OF DAYTON**

WHEREAS, This **COOPERATIVE AGREEMENT** (“Agreement”), between the State of Minnesota, acting by and through the Commissioner of the Department of Natural Resources, hereinafter referred to as the “State”, and the City of Dayton, hereinafter referred to as the “City.”

WHEREAS, the Commissioner of Natural Resources has the authority, duty, and responsibility under Minnesota Statutes Section 97A.141 to establish, develop, operate, and provide Public Water Access on lakes and rivers where access is inadequate; and

WHEREAS, the State and City are authorized under Minnesota Statutes Section 471.59, to enter into agreements to jointly or cooperatively exercise common powers; and

WHEREAS, the State and City have determined that the upgrading and reconstruction of the Crow/Mississippi River Public Water Access located in Dayton at the confluence of the Crow and Mississippi Rivers as identified in the map, attached, and incorporated into this Agreement as **Exhibit A**, is of high priority; and

WHEREAS, the State owns land legally described as is set forth in the Warranty Deed dated February 17, 1969, and filed of record in the Office of the Hennepin County Recorder as Document No. 3764344 (PIDL 3612123410008), and identified as the Public Water Access, as shown on **Exhibit A**; and

WHEREAS, the State and City, intend to cooperate on the engineering and design, including the preparation of final design plans and specifications, required for the reconstruction of the existing Crow/Mississippi River Public Water Access, hereinafter referred to as the “Project”; and

WHEREAS, the Project will be designed to address the applicable requirements of the Americans with Disabilities Act (ADA); and

WHEREAS, the State is willing to permit the City to be, and the City is prepared to be, the lead agency in the completion of the final engineering and design, including the final plans and specifications for the Project; and

WHEREAS, the Project as developed by the City shall be subject to review and approval by the State; and

WHEREAS, upon completion of the Project, the State and City may enter into a future joint powers agreement to obtain any necessary permits, complete construction, and determine an annual maintenance and operations plan; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Dayton that:
The City is authorizing to enter into this agreement and the agreement is attached as **Exhibit B;**

Adopted by the Council of the City of Dayton this 08th day of October 2024.

Dennis Fisher, Mayor

ATTEST:

Amy Benting, City Clerk

Motion made by Councilmember _____,

seconded by Councilmember _____.

Motion carried _____

Exhibit A



Minnesota Department of Natural Resources
Parks and Trails | Area 3B
1200 Warner Road
Saint Paul, MN 55106

m DEPARTMENT OF
NATURAL RESOURCES

Mississippi/Crow River
Public Water Access
Hennepin County

400 Feet
Scale: 1:1,800

Exhibit A



**CROW/MISSISSIPPI RIVER PUBLIC WATER ACCESS
COOPERATIVE AGREEMENT
BETWEEN
THE STATE OF MINNESOTA AND THE CITY OF DAYTON**

This COOPERATIVE AGREEMENT ("Agreement"), between the State of Minnesota, acting by and through the Commissioner of the Department of Natural Resources, hereinafter referred to as the "State", and the City of Dayton, hereinafter referred to as the "City."

WITNESSETH:

WHEREAS, the Commissioner of Natural Resources has the authority, duty, and responsibility under Minnesota Statutes Section 97A.141 to establish, develop, operate, and provide Public Water Access on lakes and rivers where access is inadequate; and

WHEREAS, the State and City are authorized under Minnesota Statutes Section 471.59, to enter into agreements to jointly or cooperatively exercise common powers; and

WHEREAS, the State and City have determined that the upgrading and reconstruction of the Crow/Mississippi River Public Water Access located in Dayton at the confluence of the Crow and Mississippi Rivers as identified in the map, attached, and incorporated into this Agreement as **Exhibit A**, is of high priority; and

WHEREAS, the State owns land legally described as is set forth in the Warranty Deed dated February 17, 1969, and filed of record in the Office of the Hennepin County Recorder as Document No. 3764344 (PIDL 3612123410008), and identified as the Public Water Access, as shown on **Exhibit A**; and

WHEREAS, the State and City, intend to cooperate on the engineering and design, including the preparation of final design plans and specifications, required for the reconstruction of the existing Crow/Mississippi River Public Water Access, hereinafter referred to as the "Project"; and

WHEREAS, the Project will be designed to address the applicable requirements of the Americans with Disabilities Act (ADA); and

WHEREAS, the State is willing to permit the City to be, and the City is prepared to be, the lead agency in the completion of the final engineering and design, including the final plans and specifications for the Project; and

WHEREAS, the Project as developed by the City shall be subject to review and approval by the State; and

WHEREAS, upon completion of the Project, the State and City may enter into a future joint powers agreement to obtain any necessary permits, complete construction, and determine an annual maintenance and operations plan; and

WHEREAS, a resolution or copy of the City Council meeting minutes authorizing the City to enter into this Agreement is attached and incorporated into this Agreement as **Exhibit B**; and

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the public bodies hereto and for the benefit of the public, the parties agree as follows:

I. STATE'S DUTIES AND RESPONSIBILITIES

- a. The State shall provide technical and funding assistance for the final plans and specifications for the

Crow/Mississippi River Public Water Access 1
Hennepin Co
6/28/2024

Project. This funding shall be limited to specific City expenses directly related to the Project.

- b. The State shall be permitted to review and approve any Contract to complete the final plans and specifications for the Project proposed by the City. Written approval and concurrence to award a contract will be provided to the City by the State's designated Project Contact.
- c. The final plans for the Project as prepared by the City shall meet all applicable requirements of the ADA and the State's requirements for Public Water Access Storm water Management and Aquatic Invasive Species best management practices.
- d. The State shall be permitted to review and approve the final plans and specifications for the Project as developed by the City.
- e. State approval and comment will be provided to the City by the State's designated Project Contact.

II. CITY'S DUTIES AND RESPONSIBILITIES

- a. The City shall complete the final plans and specifications for the Project. The Project shall be completed under the supervision of a professional engineer registered in the State of Minnesota. The final design and specification plans shall be provided in a format specified by the State.
- b. The City may contract for the services and expertise as necessary or required to complete the terms of this Agreement, subject to the written approval by the State's designated Project Contact and/or Project Engineer.
- c. The City shall perform all necessary contract administration and coordination with Project consultants.
- d. The final plans and specifications for the Project as developed by the City shall meet all applicable requirements of the ADA and the State's requirements for Public Water Access Storm water Management and Aquatic Invasive Species best management practices.
- e. The City shall permit the State to review and approve the final plans and specifications as developed by the City.

III. FUNDING

The State shall provide funding for its responsibilities under Article I (a) above, however, the total obligation of the State for the design portion of the Project under Article I (a), shall not exceed **\$137,000**. The obligation of the State is also limited to the amount of funds legislatively appropriated and administratively allocated to this Project.

- a. **Effective Date: October 1, 2024, or the State obtains all required signatures** under Minnesota Statutes Section 16C.05, Subdivision 2, **whichever is later.**
- b. **Expiration Date: October 1, 2025, or when all obligations under Article II (a)(b)(c)(d)(e)(f) has** been satisfactorily fulfilled, whichever occurs first. No additional funding will be provided, unless agreed upon by all parties and an amendment to this Agreement is completed and executed.

The State shall provide funding for its responsibilities under Article I (b)(c)(d)(e)(f) above through the standard internal purchasing process including, but not limited to, a separate requisition in which funds will be encumbered.

Reimbursement of eligible costs will be due within thirty (30) days of the City's presentation of invoices for services performed and acceptance of such services by the State's Designated Contact. The City will not receive payment for work found by the State to be unsatisfactory or

performed in violation of federal, state or local law.

IV. TERM

- a. *Effective Date:* **October 1, 2024** or the State obtains all required signatures under Minnesota Statutes Section 16C.05, Subdivision 2, whichever is later. The City shall not begin work under this Agreement until it is fully executed, and the City has been notified by the State's authorized representative to begin the work.
- b. *Expiration Date:* **October 1, 2025**, for a period of one (1) year except as otherwise provided herein or agreed to in writing by both parties.

V. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, and other applicable law. The City's liability shall be governed by Minnesota Statutes Sections 466.01 - 466.15, and other applicable law.

VI. AUDIT

Under Minnesota Statutes Section 16C.05, sub. 5, the books, records, documents and accounting procedures and practices of the City relevant to this Agreement shall be subject to examination by the Commissioner of Natural Resources, the Legislative Auditor and the State Auditor for a minimum of six (6) years from the end of this Agreement.

VII. ANTITRUST

The City hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this Agreement resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

VIII. FORCE MAJEURE

Neither party shall be responsible to the other or considered in default of its obligations within this Agreement to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of inability to perform and take all necessary steps to bring about performance as soon as practicable.

IX. CANCELLATION

This Agreement may be cancelled by the State at any time with cause or as necessary as provided in Article II, upon thirty (30) days written notice to the City.

This Agreement may also be cancelled by the State if it does not obtain funding from the Minnesota Legislature, or other funding sources, or if funding cannot be continued at a level sufficient to allow for the payment of services covered under this Agreement. The State will notify the City by written or fax notice. The State will not be obligated to pay for services provided after the notice is given and the effective date of cancellation. However, the City shall be entitled to payment, determined on a pro-rated basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is cancelled because of a decision of the Minnesota Legislature, or other funding source, not to appropriate the necessary funds. The State shall provide the City notice of lack of funding within a reasonable time of the State's receiving that notice.

This Agreement may also be cancelled by the City at any time with or without cause upon thirty

(30) days written notice to the State.

X. GOVERNMENT DATA PRACTICES

The City and the State must comply with the Minnesota Data Practices Act, Minn. Stat., Ch. 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this clause by either the City or the State.

XI. PUBLICITY AND ELECTRONIC ACCESSIBILITY

Any publicity regarding the subject matter of this Agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the City individually or jointly with others, or any subcontractors, with respect to the program and services provided from this Agreement.

All publicity shall be provided in an accessible format per Minnesota Statutes Section 16E.03, subd. 9. State of Minnesota guidelines for creating accessible electronic documents can be found at the following URL: <https://mn.gov/mnit/programs/accessibility/>.

XII. COMPLETE AGREEMENT

This Agreement contains all negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

XIII. AUTHORIZED REPRESENTATIVES

Any notice, demand, or communication under this Agreement by either party to the other shall be deemed to be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, or by email to:

The State's Authorized Representative is Rachel Henzen, Parks and Trails Area (3B) Supervisor, Minnesota Department of Natural Resources, 1200 Warner Road, St Paul, MN 55106, 651-259-5875, rachel.henzen@state.mn.us or his/her successor.

The City's Authorized Representative is Martin Farrell, Public Works Director, City of Dayton, 12260 South Diamond Lake Road, Dayton MN55327 or his/her successor.

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IN WITNESS WHEREOF, the parties have caused the Agreement to be duly executed intending to be bound thereby.

DEPARTMENT OF NATURAL RESOURCES

CITY OF DAYTON

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

DEPARTMENT OF ADMINISTRATION
Delegated to Materials Management Division

CITY OF DAYTON

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

(Effective Date)

STATE ENCUMBERANCE VERIFICATION

Individual certifies that funds have been encumbered as req. by Minn. Stat. Secs. 16A.15 and 16C.05.

Signed: _____

Date: _____

Contract: _____

PRESENTER:

Jason Quisberg

ITEM:

2024 Chip and Fog Seal Improvements – Pay Application No. 2

PREPARED BY:

Jason Quisberg, Engineering
Nick Findley, Engineering

POLICY DECISION / ACTION TO BE CONSIDERED:

None

BACKGROUND:

Allied Paving Company has completed the chip and fog seal portion of the work on the 2024 Chip and Fog Seal Improvements project and has submitted Pay Application No. 2 for the work completed to date in the amount of \$30,884.74. Attached is the payment request form, along with a summary of the payment request including the work completed to date. The requested payment has withheld 5% of the work completed to date in retaining, in accordance with the contract requirements.

Allied Paving Company has completed the majority of the work on the site, all that remains is project close out documents and any punchlist items.

CRITICAL ISSUES:

COMMISSION REVIEW / ACTION (IF APPLICABLE):

60/120-DAY RULE (IF APPLICABLE):

RELATIONSHIP TO COUNCIL GOALS:

The work completed is within the previously approved budget for the project.

BUDGET IMPACT:**RECOMMENDATION:**

We recommend payment for the work completed to date, less retainage in the amount of \$30,884.74.

ATTACHMENT(S):

Pay Estimate No. 2

2024 Chip and Fog Seal Improvements Pay Estimate No. 2 Tabulation

SECTION 00 62 76
APPLICATION FOR PAYMENT FORM

OWNER: City of Dayton
PROJECT: 2024 Chip and Fog Seal Improvements
CONTRACTOR: Allied Blacktop Company

	PAY ESTIMATE NO. <u>2</u>	
Original Contract Amount		\$..... <u>321,794.75</u>
Contract Changes approved to Date (List Change Order Numbers)		\$.....
Revised Contract Price		\$.....
Work Completed to Date (attached)		\$..... <u>313,466.44</u>
Retainage to Date, 5%		\$..... <u>15,673.32</u>
Work Completed to Date Less Retainage to Date		\$..... <u>297,793.12</u>
Total Amount Previously Certified		\$..... <u>266,908.38</u>
Payment Request This Estimate		\$..... <u>30,884.74</u>

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.

Allied Blacktop Company

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

July 11th, 2024 between the City of Dayton (OWNER)

and Allied Blacktop Company (CONTRACTOR) and all authorized changes thereto.

By Matt Dolecki

Title Project Manager

Approval:

(CONTRACTOR) Matt Dolecki Date 10-2-24

(ENGINEER) Jason P. Quisberg Date 10-2-24
Jason Quisberg, P.E.

City of Dayton _____ Date _____

END OF SECTION

**2024 CHIP AND FOG SEAL IMPROVEMENTS
PAYMENT REQUEST FORM
QUANTITY TABULATION**

						COMPLETED TO DATE		LESS PREVIOUS PAYMENTS		PAY REQUEST #2 SEPTEMBER 2024	
NO.	ITEM DESCRIPTION	UNIT	BID QUANTITY	UNIT PRICE	TOTAL PRICE						
BASE BID SCHEDULE A						QTY	PRICE	QTY	PRICE	QTY	PRICE
1	MOBILIZATION	LUMP SUM	1	\$ 20,000.00	\$ 20,000.00	1	\$ 20,000.00	0.9	\$ 18,000.00	0.1	\$ 2,000.00
2	TRAFFIC CONTROL	LUMP SUM	1	\$ 30,000.00	\$ 30,000.00	1	\$ 30,000.00	0.9	\$ 27,000.00	0.1	\$ 3,000.00
3	PAVEMENT MARKING REMOVAL	LF	26480	\$ 0.55	\$ 14,564.00	26041	\$ 14,322.55	26041	\$ 14,322.55		\$ -
4	PAVEMENT MESSAGE REMOVAL	SQ FT	1276	\$ 5.50	\$ 7,018.00	1263	\$ 6,946.50	1263	\$ 6,946.50		\$ -
5	BITUMINOUS MATERIAL FOR SEAL COAT, CRS-2	GALLON	38750	\$ 2.05	\$ 79,437.50	35040	\$ 71,832.00	35040	\$ 71,832.00		\$ -
6	SEAL COAT AGGREGATE, FA-2 (MOD), TRAP ROCK	SQ YD	136700	\$ 0.65	\$ 88,855.00	134769	\$ 87,599.85	134769	\$ 87,599.85		\$ -
7	BITUMINOUS MATERIAL FOR FOG SEAL	SQ YD	136700	\$ 0.41	\$ 56,047.00	134769	\$ 55,255.29	134769	\$ 55,255.29		\$ -
8	4" WHITE SOLID LINE, MULTI-COMPONENT	LIN FT	17665	\$ 0.50	\$ 8,832.50	17765	\$ 8,882.50		\$ -	17765	\$ 8,882.50
9	4" YELLOW SOLID DOUBLE LINE, MULTI-COMPONENT	LIN FT	8815	\$ 0.95	\$ 8,374.25	8885	\$ 8,440.75		\$ -	8885	\$ 8,440.75
10	24" WHITE SOLID LINE, MULTI-COMPONENT	LIN FT	27	\$ 9.50	\$ 256.50	26	\$ 247.00		\$ -	26	\$ 247.00
11	CROSSWALK MARKING, MULTI-COMPONENT	SQ FT	936	\$ 8.50	\$ 7,956.00	1116	\$ 9,486.00		\$ -	1116	\$ 9,486.00
12	PAVEMENT MESSAGE WHITE (LEFT/THRU ARROW), MULTI-COMPONENT	EA	2	\$ 225.00	\$ 450.00	2	\$ 450.00		\$ -	2	\$ 450.00
13	PAVEMENT MESSAGE WHITE (RIGHT ARROW), MULTI-COMPONENT	EA	2	\$ 2.00	\$ 4.00	2	\$ 4.00		\$ -	2	\$ 4.00
TOTAL SCHEDULE A BID				\$321,794.75		\$313,466.44		\$280,956.19		\$32,510.25	

GENERAL CONTRACTOR	COMPLETED TO DATE	LESS PREVIOUS PAYMENTS	PAYMENT REQUEST 2
Allied Blacktop Company	Subtotal: \$ 313,466.44	Subtotal: \$ 280,956.19	Subtotal: \$ 32,510.25
10503 89th Ave. N.	5% Retainage: \$ 15,673.32	5% Retainage: \$ 14,047.81	5% Retainage: \$ 1,625.51
Maple Grove, MN 55369	Total: \$ 297,793.12	Total: \$ 266,908.38	Total: \$ 30,884.74

ITEM: Firefighter Resignation

PREPARED BY: Fire Chief Gary Hendrickson

POLICY DECISION / ACTION TO BE CONSIDERED:

Accept Firefighter Brian Villanueva's resignation and recognize his exemplary service to our community.

BACKGROUND: Firefighter Villanueva has been with the organization since September 2021. He has been an essential part of our team and has contributed to the safety and well-being of our citizens throughout his tenure. We also want to express our gratitude to his family, who have supported him through his career and understand the demands and sacrifices of serving as a firefighter.

CRITICAL ISSUES:

N/A

RECOMMENDATION:

Approve the resignation of Firefighter Brian Villanueva

ATTACHMENT(S):

Resignation Letter

From: [Brain Villanueva](#)
To: [Gary Hendrickson](#)
Cc: [Kevin Astrup](#)
Subject: Brian Villanueva Resignation notice
Date: Wednesday, October 2, 2024 10:30:55 AM

Hello Chief,

Thank you for taking the time to speak with me today concerning my resignation from the Dayton Fire Department. I wanted to send this email to have my resignation official as of today. With the Family and work obligations at this time, I cannot continue to commit my time to the Fire Department. I was hoping for a more scheduled or duty crew model, which would have allowed me build my Fire Department schedule into my daily schedule, but with that maybe not happening anytime soon, it forces me resign, as I cannot predict when I am able to take calls. I appreciate all the time, commitment, and opportunity to help the community that you have all provided. If you have any questions, or feedback, feel free to reach out.

Thank you!

Brian Villanueva
Sent from my iPhone

ITEM:

Schedule the Public Hearing for Unpaid Utilities

PREPARED BY:

Zach Doud, City Administrator

BACKGROUND:

This takes place every year and we had miscommunication in the office that caused us to miss publishing for the public hearing, so Staff thought the best way to have the communication fixed was to include it on this agenda as that is the date that the effected accounts received in the notice that was sent. We have published the hearing, and it will take place during the 10-22-24 Council meeting.

CRITICAL ISSUES:

None

ATTACHMENT(S):

None

ITEM:

Dayton Survey Results

PREPARED BY:

Zach Doud, City Administrator

POLICY DECISION / ACTION TO BE CONSIDERED:

Mr. Leatherman will have a presentation and put some context behind the survey that was conducted.

CRITICAL ISSUES:

None

RECOMMENDATION:

ATTACHMENT(S):

2024 City of Dayton survey results

THE MORRIS LEATHERMAN COMPANY
3128 Dean Court
Minneapolis, Minnesota 55416

CITY OF DAYTON
RESIDENTIAL SURVEY
FINAL AUGUST 2024

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

1. Approximately how many years have you lived in the City of Dayton?
- | | |
|--------------------------|-----|
| FIVE YEARS OR LESS..... | 22% |
| SIX TO TEN YEARS..... | 22% |
| ELEVEN TO TWENTY YRS.... | 27% |
| 21 TO 30 YEARS..... | 16% |
| OVER THIRTY YEARS..... | 13% |
| DON'T KNOW/REFUSED..... | 0% |

2. Thinking back to when you moved to Dayton, what factors were most important to you in selecting the city?

HOUSING/LAND, 14%; SCHOOLS, 12%; SAFE, 10%; CLOSE TO FAMILY/FRIENDS, 17%; SMALL COMMUNITY, 7%; PARKS/TRAILS, 3%; LOCATION, 3%; GOOD PLACE TO RAISE FAMILY, 4%; QUIET/PEACEFUL, 6%; RURAL/OPEN SPACE, 8%; CLOSE TO JOB, 12%; SMALL TOWN FEEL, 2%; SCATTERED, 2%.

3. How would you rate the quality of life in the City of Dayton - excellent, good, only fair, or poor?
- | | |
|-------------------------|-----|
| EXCELLENT..... | 42% |
| GOOD..... | 52% |
| ONLY FAIR..... | 4% |
| POOR..... | 0% |
| DON'T KNOW/REFUSED..... | 1% |

4. What do you like most about living in the City of Dayton?

NOTHING, 2%; HOUSING/LAND, 6%; SCHOOLS, 5%; SAFE, 14%; CLOSE TO FAMILY/FRIENDS, 5%; SMALL COMMUNITY, 7%; PARKS/TRAILS, 9%; GOOD PLACE TO RAISE KIDS, 2%; CLOSE TO SHOPS/SERVICES, 2%; QUIET/PEACEFUL, 12%; RURAL/OPEN SPACE, 9%; CLOSE TO JOB, 3%; SMALL TOWN FEEL, 7%; FRIENDLY PEOPLE, 11%; RECREATION OPPORTUNITIES, 3%; SCATTERED, 3%.

5. What do you think is the most serious issue facing the City of Dayton today?

UNSURE, 5%; NOTHING, 27%; TOO MUCH GROWTH, 20%; LACK OF SHOPPING/SERVICES, 2%; HIGH TAXES, 9%; LACK OF JOBS, 2%; ECONOMY/INFLATION, 3%; SPEEDING/RECKLESS DRIVING, 7%; STREET MAINTENANCE, 4%; RISING CRIME, 6%; DRINKING WATER, 3%; FLOODING, 3%; TRAFFIC CONGESTION, 3%; DRUGS, 2%; CITY SERVICES KEEPING PACE, 3%; SCATTERED, 2%.

6. All in all, do you think things in the City of Dayton are generally headed in the right direction, or do you think things are off on the wrong track?
- | | |
|-------------------------|-----|
| RIGHT DIRECTION..... | 89% |
| WRONG TRACK..... | 6% |
| DON'T KNOW/REFUSED..... | 5% |

IF "WRONG TRACK," ASK: (n=22)

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

TOO MUCH GROWTH, 50%; HIGH TAXES, 4%; RISING CRIME, 9%;
 DRINKING WATER, 4%; STREET MAINTENANCE, 4%; POOR PLANNING
 FOR DEVELOPMENT, 14%; ECONOMY/INFLATION, 14%.

8. Do you see the City of Dayton as a small town or a suburb?
- | | |
|-------------------------|-----|
| SMALL TOWN..... | 57% |
| SUBURB..... | 27% |
| BOTH (VOL.)..... | 16% |
| DON'T KNOW/REFUSED..... | 1% |

Turning to city services....

9. Do you think the quality of city services has been able to keep pace with the growth in Dayton?
- | | |
|-------------------------|-----|
| YES..... | 85% |
| NO..... | 13% |
| DON'T KNOW/REFUSED..... | 2% |

IF "NO," ASK: (n=52)

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

UNSURE, 8%; DRINKING WATER, 29%; POLICE, 8%; ALL, 12%;
 SCHOOLS, 6%; STREET MAINTENANCE, 6%; CITY PLANNING, 8%;
 PARKS AND RECREATION, 17%; SCATTERED, 6%.

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

	EXCL	GOOD	FAIR	POOR	DKR
11. Police protection?	48%	48%	4%	0%	0%
12. Fire protection?	51%	44%	2%	0%	4%
13. Storm water run-off and drainage?	25%	53%	20%	1%	1%
14. Park maintenance?	24%	65%	11%	1%	0%
15. Park facilities?	37%	48%	13%	2%	0%
16. Administration?	32%	47%	17%	1%	3%
17. Utility billing?	38%	48%	12%	1%	2%
18. Building inspections?	27%	49%	14%	0%	10%
19. City drinking water?	19%	43%	27%	11%	0%
20. City planning?	16%	58%	21%	2%	4%
21. Communications?	31%	54%	14%	1%	1%

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

		EXCL	GOOD	FAIR	POOR	DKR
22.	Snowplowing of city streets?	15%	68%	17%	1%	0%
23.	City street maintenance?	14%	66%	19%	1%	0%

Continuing....

24.	Do you consider city property taxes in the City of Dayton to be very high, somewhat high, about average, somewhat low, or very low?	VERY HIGH.....17%
		SOMEWHAT HIGH.....40%
		ABOUT AVERAGE.....38%
		SOMEWHAT LOW.....3%
		VERY LOW.....0%
		DON'T KNOW/REFUSED.....3%
25.	When you consider the property taxes you pay and the quality of city services you receive, would you rate the general value of city services as excellent, good, only fair, or poor?	EXCELLENT.....13%
		GOOD.....71%
		ONLY FAIR.....14%
		POOR.....0%
		DON'T KNOW/REFUSED.....2%

Let's discuss police and fire service in the City of Dayton....

First, from what you have heard or experienced, please tell me if the response time for each service is a major concern for you, minor concern or not a concern at all.

		MAJ	MIN	NOT	DKR
26.	Police?	8%	29%	62%	2%
27.	Fire?	9%	37%	52%	2%
28.	How much would you be willing to pay in additional property taxes to reduce police response time?				
	How about \$___ per month?				
	(CHOOSE A RANDOM STARTING POINT; MOVE UP OR DOWN DEPENDING ON RESPONSE)				
	How about \$___ per month?				
	(REPEAT PROCESS)				

	NOTHING.....	34%
	\$3.00.....	27%
	\$6.00.....	23%
	\$9.00.....	6%
	\$12.00.....	3%
	\$15.00.....	1%
	MORE THAN \$15.00.....	0%
	DON'T KNOW/REFUSED.....	6%

Turning to fire service....

As the residential growth continues, a recent study done for the City determined there will be a need in the near future for a third fire station in the southwest area of the city. This station would allow

space to grow the department and lower response times for certain areas in the city.

29.	How much would you be willing to see your property taxes increase to fund construction of a fire station? Let's say, would you be willing to see your monthly property taxes increase by \$___? (CHOOSE RANDOM STARTING POINT; MOVE UP OR DOWN DEPENDING ON RESPONSE) How about \$___ per month?	NOTHING.....37% \$10.00.....45% \$20.00.....11% \$30.00.....2% \$40.00.....0% \$50.00.....0% OVER \$50.00.....0% DON'T KNOW/REFUSED.....6%
-----	--	---

Turning to traffic speeding....

30.	How serious of a problem is speeding on residential streets in the City of Dayton - very serious, somewhat serious, not too serious, or not at all serious?	VERY SERIOUS.....18% SOMEWHAT SERIOUS.....40% NOT TOO SERIOUS.....23% NOT AT ALL SERIOUS.....19% DON'T KNOW/REFUSED.....1%
31.	Would you support or oppose reducing the speed limit to 25 MPH on residential streets in the city? (WAIT FOR RESPONSE) Do you feel strongly that way?	STRONGLY SUPPORT.....21% SUPPORT.....50% OPPOSE.....17% STRONGLY OPPOSE.....6% DON'T KNOW/REFUSED.....6%
32.	Would you support the use of city funding to enforce the 25 MPH speed limit on residential streets?	YES.....63% NO.....34% DON'T KNOW/REFUSED.....4%

Most communities have one of two systems for trash collection. Dayton has an open collection system, where residents choose any of the haulers licensed by the City. Some cities use a collection system in which the City manages the system, negotiates prices and standardizes services for residential trash collection.

33.	Would you favor or oppose the City of Dayton changing from the current system in which residents choose their trash hauler to a system where the City manages collection? (WAIT FOR RESPONSE) Do you feel strongly that way?	STRONGLY FAVOR.....7% FAVOR.....37% OPPOSE.....34% STRONGLY OPPOSE.....10% DON'T KNOW/REFUSED.....12%
-----	--	---

IF A RESPONSE IS GIVEN, ASK: (n=351)

34. Could you tell me one or two reasons for your decision?

SUPPORT:

LESS TRUCKS, 27%
LOWER COST, 9%
BETTER SERVICE, 6%
LESS HASSLE FOR RESIDENTS, 4%

OPPOSE:

WANT TO CHOOSE, 23%
LIKE CURRENT HAULER, 10%
LOWER COST, 10%
BETTER SERVICE, 6%

SCATTERED, 3%

UNSURE, 2%.

I would like to read a list of aspects of trash collection. For each one, please tell me if you think it is better under an open collection system or a City managed collection system. (WAIT FOR RESPONSE) Do you feel strongly that way? If you have no opinion, just say so....

(ROTATE)

	STO	OPE	CIT	STC	DKR
35. Cost for trash collection?	27%	37%	25%	4%	8%
36. Pollution from trucks?	10%	18%	48%	12%	12%
37. Customer service?	18%	38%	29%	7%	9%
38. Pedestrian safety?	13%	20%	34%	16%	17%
39. Wear and tear on city streets?	9%	24%	30%	26%	12%

Changing topics....

40. Are there any types of development you would like to see in the city? (IF "YES," ASK:) What are they?

UNSURE, 2%; NO, 59%; RETAIL/SERVICE BUSINESSES, 11%; PARKS, 2%;
TRAILS, 2%; JOBS, 3%; ENTERTAINMENT, 4%; RESTAURANTS, 5%;
POOL/SPLASH PAD, 2%; SCHOOLS, 2%; COMMUNITY CENTER, 2%;
SCATTERED, 6%.

41. Are there any types of development you would strongly oppose?

UNSURE, 2%; NO, 69%; ANY HOUSING, 4%; BIG BOX RETAIL, 2%; ANY
RETAIL, 2%; HIGH END HOUSING, 2%; LOW-INCOME HOUSING, 4%; MOBILE
HOMES, 3%; HIGH DENSITY HOUSING, 2%; APARTMENTS, 3%; BARS, 2%;
SCATTERED, 5%.

As the City of Dayton continues development....

42.	Do you support or oppose the City providing financial incentives to attract specific types of development? (WAIT FOR RESPONSE) Do you feel strongly that way?	STRONGLY SUPPORT.....12%
		SUPPORT.....64%
		OPPOSE.....14%
		STRONGLY OPPOSE.....3%
		DON'T KNOW/REFUSED.....8%

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

	MANY /MCH	FEW/ LITT	ABT RGHT	DK/ REFD
43. Manufactured or mobile homes?	18%	24%	54%	5%
44. Rental apartments?	20%	25%	54%	1%
45. Condominiums and townhouses?	14%	26%	59%	1%
46. Starter homes?	14%	36%	51%	0%
47. "Move up" housing for people looking for a larger home?	22%	25%	53%	0%
48. Executive high-end housing?	29%	12%	59%	0%
49. Assisted living?	6%	39%	53%	3%
50. One-level housing maintained by an association?	7%	35%	53%	5%
51. Affordable housing?	11%	35%	54%	1%
52. Parks and open spaces?	19%	13%	68%	0%
53. Trails and bikeways?	21%	21%	58%	0%
54. Job producing businesses?	4%	42%	54%	0%
55. Service and retail establishments?	4%	34%	62%	0%
56. Entertainment establishments?	8%	32%	61%	0%
57. Restaurants?	8%	33%	59%	0%

Changing topics....

58.	How would you rate park and recreation amenities in the City of Dayton - excellent, good, only fair, or poor?	EXCELLENT.....18%
		GOOD.....73%
		ONLY FAIR.....8%
		POOR.....1%
		DON'T KNOW/REFUSED.....1%

59.	Does the current mix of park and recreational amenities in the city adequately meet the needs of your household?	YES.....90%
		NO.....8%
		DON'T KNOW/REFUSED.....2%

60. What additional park and recreational amenities would you like to see offered?

UNSURE, 4%; NONE, 42%; PICNIC SHELTERS, 2%; DOG PARK, 6%; FISHING PIER, 2%; TRAILS, 7%; POOL/SPLASH PAD, 5%; PICKLEBALL COURTS, 2%; SPORTS FIELDS, 3%; COMMUNITY CENTER, 3%; CHILDREN'S PROGRAMS, 2%; PLAYGROUNDS, 2%; RESTROOMS, 3%; SCATTERED, 17%.

61.	How important are park and recreational facilities to your overall quality of life in Dayton - is it very important, somewhat important, not too important, or not at all important?	VERY IMPORTANT.....31% SOMEWHAT IMPORTANT.....52% NOT TOO IMPORTANT.....13% NOT AT ALL IMPORTANT.....4% DON'T KNOW/REFUSED.....0%
62.	How important is the quality and appearance of city park and recreational facilities to the value of your home - very important, somewhat important, not too important, or not at all important?	VERY IMPORTANT.....42% SOMEWHAT IMPORTANT.....46% NOT TOO IMPORTANT.....10% NOT AT ALL IMPORTANT.....2% DON'T KNOW/REFUSED.....1%
63.	During the past year, have you or members of your household visited Elsie Stephens Park on the Mississippi River? (IF "YES," ASK:) How would you rate Elsie Stephens Park - excellent, good, only fair, or poor?	NO.....43% YES/EXCELLENT.....19% YES/GOOD.....37% YES/ONLY FAIR.....2% YES/POOR.....0% DON'T KNOW/REFUSED.....0%
64.	During the past year, have you or members of your household visited the Elm Creek Park Reserve?	YES.....39% NO.....61% DON'T KNOW/REFUSED.....1%

IF "YES," ASK: (n=155)

65.	Was the City of Dayton's proximity to the Elm Creek Park Preserve as major factor in your decision to move to Dayton, a minor factor, or was it not a factor at all?	MAJOR FACTOR.....23% MINOR FACTOR.....32% NOT A FACTOR.....45% DON'T KNOW/REFUSED.....0%
-----	--	---

Over the past few years, the City of Dayton has conducted a system wide review of the City's parks and trails system. The purpose of this review was to determine trends, improvements, and community priorities for making improvements to the parks and trails system.

For each of the following, please tell me if you would strongly support a property tax increase for that purpose, somewhat support, somewhat oppose or strongly oppose a property tax increase. (ROTATE)

	STS	SMS	SMO	STO	DKR
66. Additional pedestrian and bicycling trails?	33%	48%	15%	5%	0%
67. Additional horseback riding trails?	25%	36%	29%	8%	3%
68. Additional snowmobiling trails?	27%	35%	27%	10%	1%
69. Construction of a splash pad?	31%	40%	22%	6%	2%
70. Construction of an indoor and outdoor sports complex, including an indoor fieldhouse or dome and grass and artificial turf athletic fields?	22%	38%	29%	7%	4%
71. Pickleball courts?	29%	31%	30%	8%	3%

STS SMS SMO STO DKR

72.	Construction of a large community park with athletic fields and playground?	40%	39%	14%	4%	3%
73.	A Veteran's Memorial?	43%	44%	11%	2%	1%
74.	A bandshell for concerts?	28%	38%	27%	6%	2%
75.	Docks and fishing pier?	39%	42%	14%	4%	1%
76.	Picnic shelters?	33%	49%	14%	4%	1%
77.	An off-leash dog park?	35%	38%	20%	7%	1%

Suppose the City of Dayton proposed a parks and recreational facilities referendum which you considered to be a reasonable approach. The proposal would be placed on a referendum ballot for approval by the voters. In order to fund construction, residents would be asked to approve a property tax increase for a twenty year period.

78.	How much would you be willing to see your property taxes increase to fund these improvements? Let's say, would you be willing to see your monthly property taxes increase by \$___? (CHOOSE RANDOM STARTING POINT; MOVE UP OR DOWN DEPENDING ON RESPONSE) How about \$___ per month?	NOTHING.....17%
		\$6.00.....46%
		\$12.00.....21%
		\$18.00.....10%
		\$24.00.....2%
		\$30.00.....1%
		OVER \$30.00.....0%
		DON'T KNOW/REFUSED.....4%
79.	Have you or members of your household attended Dayton Heritage Days? (IF "YES," ASK:) How would you rate your experience - excellent, good, only fair, or poor?	NO.....31%
		YES/EXCELLENT.....20%
		YES/GOOD.....46%
		YES/ONLY FAIR.....4%
		YES/POOR.....0%
		DON'T KNOW/REFUSED.....0%
80.	Are there any changes or improvements you would like to see at Dayton Heritage Days?	
	UNSURE, 6%; NO, 90%; MORE ADVERTISING, 2%; SCATTERED (LIGHTS/TRAFFIC CONTROL/MORE VENDORS/CARNIVAL), 3%.	
81.	Have you or members of your household attended Holly Dayton? (IF "YES," ASK:) How would you rate your experience - excellent, good, only fair, or poor?	NO.....54%
		YES/EXCELLENT.....19%
		YES/GOOD.....25%
		YES/ONLY FAIR.....2%
		YES/POOR.....0%
		DON'T KNOW/REFUSED.....1%
82.	Are there any changes or improvements you would like to see at Holly Dayton?	
	UNSURE, 8%; NO, 87%; SCATTERED (MORE PARKING/MORE VENDORS/CAROLING/ADVERTISE), 5%.	

Moving on.....

83.	Other than voting, do you feel that if you wanted to, you could have a say about the way things are run in the City of Dayton?	YES.....69% NO25% DON'T KNOW/REFUSED.....6%
84.	How much do you think you know about the work of the Mayor and City Council - a great deal, a fair amount, very little, or none at all?	A GREAT DEAL.....12% A FAIR AMOUNT.....58% VERY LITTLE.....27% NONE AT ALL.....4% DON'T KNOW/REFUSED.....0%
85.	How much first hand contact have you had with the Dayton City Staff - quite a lot, some, very little, or none?	QUITE A LOT.....9% SOME.....48% VERY LITTLE.....41% NONE.....3% DON'T KNOW/REFUSED.....0%
86.	From what you have heard or seen, how would you rate the job performance of the Dayton City staff - excellent, good, only fair, or poor?	EXCELLENT.....17% GOOD.....74% ONLY FAIR.....8% POOR.....0% DON'T KNOW/REFUSED.....1%
87.	During the past year, have you visited or contacted Dayton City Hall in person, on the telephone, or using the website?	YES.....43% NO.....57% DON'T KNOW/REFUSED.....0%

IF "YES," ASK: (n=171)

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

	EXC	GOO	FAI	POO	DKR
88. Wait time for city staff to respond?	26%	60%	12%	1%	1%
89. Ease of reaching a city Staff member who could help you?	30%	60%	7%	2%	1%
90. Courtesy of the city staff?	34%	57%	7%	1%	1%
91. Efficiency of the city staff?	32%	59%	9%	0%	1%

Turning to city communications....

92. What is your principal source of information about Dayton City Government and its activities?

CITY NEWSLETTER, 33%; CITY WEBSITE, 30%; FACEBOOK, 17%;
INSTAGRAM, 2%; WORD OF MOUTH, 7%; LOCAL NEWSPAPER, 2%; MAILINGS,
4%; E-NEWSLETTER, 2%; SCATTERED, 3%.

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

CITY NEWSLETTER, 33%; CITY WEBSITE, 25%; CITY SOCIAL, 17%; WORD OF MOUTH, 4%; LOCAL NEWSPAPER, 2%; COMMUNITY SOCIAL MEDIA, 2%; MAILINGS, 6%; E-NEWSLETTER, 9%; SCATTERED, 2%.

The City publishes a newsletter called the "Dayton Communicator," which is mailed to all residents.

- | | |
|----------------------------------|---------------------------|
| 94. Do you read this newsletter? | YES.....76% |
| | NO24% |
| | DON'T KNOW/REFUSED.....0% |

IF "YES," ASK: (n=302)

- | | |
|--|---------------------------|
| 95. How would you evaluate its content and format - excellent, good, only fair, or poor? | EXCELLENT.....39% |
| | GOOD.....54% |
| | ONLY FAIR.....6% |
| | POOR.....1% |
| | DON'T KNOW/REFUSED.....0% |
- | | |
|---|---------------------------|
| 96. Do you have access to the Internet? | YES.....95% |
| | NO.....5% |
| | DON'T KNOW/REFUSED.....0% |

IF INTERNET ACCESS, ASK: (n=379)

- | | |
|---|---------------------------|
| 97. Have you or any member of your household accessed the City of Dayton website? | YES.....71% |
| | NO.....29% |
| | DON'T KNOW/REFUSED.....0% |

IF "YES," ASK: (n=268)

- | | |
|---|---------------------------|
| 98. How often do you visit the City's website - frequently, occasionally, rarely, or whenever needed? | FREQUENTLY.....23% |
| | OCCASIONALLY.....54% |
| | RARELY.....13% |
| | WHENEVER NEEDED.....11% |
| | DON'T KNOW/REFUSED.....0% |
- | | |
|---|---------------------------|
| 99. How would you evaluate the content of the City's website - excellent, good, only fair, or poor? | EXCELLENT.....25% |
| | GOOD.....71% |
| | ONLY FAIR.....4% |
| | POOR.....1% |
| | DON'T KNOW/REFUSED.....0% |
- | | |
|---|---------------------------|
| 100. How would you rate the ease of navigating the City's website and finding information you sought - excellent, good, only fair, or poor? | EXCELLENT.....26% |
| | GOOD.....66% |
| | ONLY FAIR.....6% |
| | POOR.....1% |
| | DON'T KNOW/REFUSED.....0% |

101.	Have you used the City of Dayton Government Facebook or Instagram to receive information from the city?	YES.....43%
		NO.....57%
		DON'T KNOW/REFUSED.....1%

IF "YES," ASK: (n=161)

102.	How would you rate the city's social media - excellent, good, only fair, or poor?	EXCELLENT.....38%
		GOOD.....54%
		ONLY FAIR.....8%
		POOR.....0%
		DON'T KNOW/REFUSED.....0%

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

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

103.	First, persons 65 or over?	NONE.....78%
		ONE.....8%
		TWO OR MORE.....14%
		REFUSED.....1%

104.	Adults under 65?	NONE.....17%
		ONE.....17%
		TWO.....59%
		THREE OR MORE.....7%
		REFUSED.....0%

105.	School-aged or pre-school children?	NONE.....60%
		ONE.....15%
		TWO.....20%
		THREE OF MORE.....5%
		REFUSED.....0%

106.	What is your age, please?	18-34.....32%
		35-54.....38%
		55 AND OVER.....30%
		REFUSED.....0%

107.	Finally, thinking about your household finances, how would you describe your financial situation, would you say that -	STATEMENT A.....4%
	A) Your monthly expenses are exceeding your income;	STATEMENT B.....31%
	B) You are meeting your monthly expenses but are putting aside little or no savings;	STATEMENT C.....49%
	C) You are managing comfortably while putting some money aside;	STATEMENT D.....16%
	D) Managing very well?	DON'T KNOW/REFUSED.....1%

108. Gender (BY OBSERVATION)	MALE.....	48%
	FEMALE.....	52%
109. Precinct (FROM LIST)	ONE.....	30%
	TWO.....	25%
	THREE.....	46%

ITEM:

Review of Utility Budget and Utility Rates

PREPARED BY:

Zach Doud, City Administrator
Marty Farrell, Public Works Director

POLICY DECISION / ACTION TO BE CONSIDERED:

Feedback is requested on the utility rates proposed for the 2025 fiscal year.

BACKGROUND:

City of Dayton staff has prepared Utility Fund Budgets for the 2025 fiscal year in the same process that the General Fund budget was created. The budget is the basis for the utility rates and should be well understood to include all costs (both monetary and non-monetary) so that the users are paying for the use of the overall system. The Utility budgets are the most accurate picture that we as staff could put forward to substantiate the utility rates.

The Long-Term plan is factored into the rates but not on the user side as much to this point since we have the new construction that is causing lots of updates and changes to the Long-term plan that needs to be updated at least once a year. The Long-term plan items such as new wells, water treatment plants, and larger equipment are being funded through the connection and trunk fees that the developers are paying for. This should be known that the funding for all the new infrastructure and equipment is being paid for by non-user rate revenue.

There was a decrease in usage on the water for 2024 which we are using for the projections moving forward into 2025 and beyond. This decreased amount of usage is due to the irrigation factor we have seen a significant reduction in due to the amount of rain we received. We expect to have a similar amount of base usage (0-6,000 gallons) from year to year but could see an increase in the higher tiers in the future (like we saw in 2023).

Staff would like discussion by the council at the meeting for the proposed utility rates for the 2025 fiscal year. The rates are proposed to have a 3% increase for water and a 2% increase for sewer in 2024. This discussion should be limited to the utility rates and the related budget as the trunk and connection fees will be discussed at a later time.

Table on next page is a utility cost comparison amongst other cities within the metro area. Most of these are centered around Dayton however we did not compare to Maple Grove because the cost to produce water and the build-out stage of Maple Grove is not even close to comparable with Dayton at this time.

2024 Monthly Cost Comparison (6,000 gallons)						
	Water	Wastewater	Storm	Street	Recycling	Total
Ramsey	\$ 14.40	\$ 27.83	\$ 5.32	\$ 3.00	\$ 3.98	\$ 54.53
Anoka	\$ 19.68	\$ 33.49	\$ 4.90		\$ 4.75	\$ 62.82
Dayton	\$ 30.02	\$ 37.13				\$ 67.15
Dayton (2024)	\$ 30.92	\$ 37.87				\$ 68.79
Rogers	\$ 17.70	\$ 50.40	\$ 1.73			\$ 69.83
Monticello	\$ 18.83	\$ 43.16	\$ 4.50		\$ 5.17	\$ 71.66
Champlin	\$ 18.80	\$ 42.58	\$ 6.69	\$ 3.76	\$ 5.63	\$ 77.46
Corcoran	\$ 35.96	\$ 48.57			\$ 4.14	\$ 88.67
Otsego	\$ 20.07	\$ 71.55				\$ 91.62
Medina	\$ 31.28	\$ 57.40	\$ 3.13			\$ 91.81
Brooklyn Park	\$ 22.98	\$ 34.63	\$ 19.78	\$ 12.65	\$ 13.65	\$ 103.69

CRITICAL ISSUES:

None

RECOMMENDATION:

Staff is seeking discussion and direction on the utility rates for the 2025 fiscal year. These will not be formally adopted until the end of December in 2024.

ATTACHMENT(S):

Utility (Water and Sewer) Budgets

GL NUMBER	DESCRIPTION	2023	2024	2024	2025
		ACTIVITY	ACTIVITY	ORIGINAL	DEPT DIRECTORS
		THRU	09/30/24	BUDGET	BUDGET
ESTIMATED REVENUES					
Dept 49400 - Utilities					
601-49400-33422	Other State Aid Grants		1,750,000.00		
601-49400-34950	Other Revenues	10,396.25	506,561.30	10,000.00	7,000.00
601-49400-36210	Interest Earnings	438,163.95	231,342.38	75,000.00	200,000.00
601-49400-36235	Capital Assets Contributed	449,851.91			
601-49400-37100	Water Sales	1,967,761.48	1,234,982.86	2,150,000.00	1,800,000.00
601-49400-37125	Water Availabilty Charge	11,920.52	10,717.65	10,000.00	10,000.00
601-49400-37160	Water Penalty	12,111.56	8,159.52	12,000.00	12,000.00
601-49400-37175	Water Con- New Home	1,172.23		1,000.00	1,000.00
601-49400-37180	Water Meter Sales	140,023.13		120,000.00	120,000.00
601-49400-37190	WAC FEE- City	1,616,771.82	1,141,281.69	1,900,000.00	1,490,000.00
Totals for dept 49400 - Utilities		4,648,172.85	4,883,045.40	4,278,000.00	3,640,000.00
TOTAL ESTIMATED REVENUES		4,648,172.85	4,883,045.40	4,278,000.00	3,640,000.00
APPROPRIATIONS					
Dept 49400 - Utilities					
601-49400-50100	Wages and Salaries (GENERAL)	181,131.23	131,083.24	208,200.00	258,200.00
601-49400-50103	Part-Time Employees				7,080.00
601-49400-50121	PERA	36,212.85	9,818.25	15,620.00	19,900.00
601-49400-50122	FICA/MED	12,356.64	9,947.23	15,930.00	20,290.00
601-49400-50130	Insurance-Med/Den/Life	40,241.61	23,738.36	41,070.00	50,880.00
601-49400-50200	Supplies	9,306.52	4,725.89	9,000.00	9,000.00
601-49400-50208	Professional Development	2,663.75	954.00	2,500.00	2,500.00
601-49400-50210	Operating Supplies	12,886.62	33,575.93	15,000.00	30,000.00
601-49400-50216	Chemicals and Chem Products	132,514.16	68,825.58	140,000.00	140,000.00
601-49400-50220	Repair/Maint	82,903.18	15,287.66	45,000.00	45,000.00
601-49400-50259	Mtr For Resale	186,800.78	93,206.64	120,000.00	180,000.00
601-49400-50300	Professional Srvs	11,073.31	14,457.55	25,000.00	20,000.00
601-49400-50303	Engineering Fees	59,250.05	103,172.02	60,000.00	60,000.00
601-49400-50309	EDP, Software Svc	4,906.36	5,383.66	5,000.00	7,000.00
601-49400-50315	WW Service - Rogers	24,529.10			45,000.00
601-49400-50321	Tele/Commun	5,784.18	3,442.03	4,500.00	5,000.00
601-49400-50322	Postage	525.51	58.53	500.00	600.00
601-49400-50331	Mileage	5.24	79.06		
601-49400-50361	General & Wkr Comp Ins	1,882.94	2,783.04	3,000.00	3,200.00
601-49400-50362	Property Ins	8,563.14	8,303.51	10,000.00	10,000.00
601-49400-50381	Electric Utilities	62,255.82	36,364.75	30,000.00	55,000.00
601-49400-50383	Gas Utilities	378.45	272.85	1,000.00	2,000.00
601-49400-50389	Water Chg-Maple Grove	382,659.20	224,351.82	270,000.00	330,000.00
601-49400-50405	Depreciation (GENERAL)	711,370.60	375,000.00	750,000.00	750,000.00
601-49400-50530	Improvements Other Than Bldgs	33,978.50	284,880.50	10,000.00	10,000.00
601-49400-50580	Other Equipment	7,758.70		5,000.00	5,000.00
601-49400-50700	Transfers (GENERAL)	560,700.28		590,000.00	630,000.00
Totals for dept 49400 - Utilities		2,572,638.72	1,449,712.10	2,376,320.00	2,695,650.00
TOTAL APPROPRIATIONS		2,572,638.72	1,449,712.10	2,376,320.00	2,695,650.00
NET OF REVENUES/APPROPRIATIONS - FUND 601		2,075,534.13	3,433,333.30	1,901,680.00	944,350.00
BEGINNING FUND BALANCE		26,664,287.15	28,739,821.28	28,739,821.28	32,173,154.58
ENDING FUND BALANCE		28,739,821.28	32,173,154.58	30,641,501.28	33,117,504.58

GL NUMBER	DESCRIPTION	2023	2024	2024	2025
		ACTIVITY	ACTIVITY	ORIGINAL	DIRECTORS
		THRU	09/30/24	BUDGET	BUDGET
ESTIMATED REVENUES					
Dept 49400 - Utilities					
602-49400-34950	OTHER REVENUES	10,396.25	6,561.30	5,000.00	7,000.00
Totals for dept 49400 - Utilities		10,396.25	6,561.30	5,000.00	7,000.00
Dept 49450 - Sewer					
602-49450-36210	Interest Earnings	145,769.58	96,971.76	50,000.00	95,000.00
602-49450-36235	Capital Assets Contributed	681,056.17			
602-49450-37200	Sewer Sales	1,119,375.06	823,549.79	1,350,000.00	1,300,000.00
602-49450-37250	Sewer Permit-Connect. Fee	299.00	75.00	500.00	
602-49450-37260	Swr Penalty	7,174.16	8,034.83	12,000.00	12,000.00
602-49450-37270	SAC Fee-Metro	571.55	1,217.65	5,000.00	1,000.00
602-49450-37275	SAC Fee-City	340,234.84	427,515.76	600,000.00	450,000.00
Totals for dept 49450 - Sewer		2,294,480.36	1,357,364.79	2,017,500.00	1,858,000.00
TOTAL ESTIMATED REVENUES		2,304,876.61	1,363,926.09	2,022,500.00	1,865,000.00
APPROPRIATIONS					
Dept 49400 - Utilities					
602-49400-50100	Wages and Salaries (GENERAL)	169,819.47	124,569.38	191,180.00	244,080.00
602-49400-50103	Part-Time Employees				7,080.00
602-49400-50121	PERA	34,706.93	9,342.63	14,340.00	18,840.00
602-49400-50122	FICA/MED	11,528.22	9,448.39	14,620.00	19,210.00
602-49400-50130	Insurance-Med/Den/Life	36,678.18	21,817.05	37,230.00	46,800.00
602-49400-50200	Supplies	5,369.06	4,986.15	5,000.00	6,500.00
602-49400-50208	Professional Development	1,970.25		1,000.00	1,000.00
602-49400-50220	Repair/Maint	9,508.14	23,454.64	30,000.00	30,000.00
602-49400-50300	PROFESSIONAL SRVS	25,163.34	15,859.13	10,000.00	10,000.00
602-49400-50303	Engineering Fees	41,922.84	47,184.04	35,000.00	30,000.00
602-49400-50309	EDP, Software Svc	4,906.39	4,315.69		5,000.00
602-49400-50313	WW Service - Met Council	385,037.76	423,995.80	508,795.00	619,037.00
602-49400-50314	WW Service - Otsego	19,444.14		19,000.00	21,000.00
602-49400-50315	WW Service - Rogers	41,052.50		12,000.00	30,000.00
602-49400-50321	Tele/Commun	2,310.97	2,386.58	2,500.00	3,000.00
602-49400-50322	Postage	219.40		500.00	600.00
602-49400-50361	General & Wkr Comp Ins	1,882.94	2,783.04	3,000.00	3,200.00
602-49400-50362	Property Ins	17,040.00	15,414.66	19,000.00	19,000.00
602-49400-50381	Electric Utilities	16,536.18	5,612.85	40,000.00	25,000.00
602-49400-50404	Repairs/Maint Machinery/Equip	5,512.80		35,000.00	35,000.00
602-49400-50405	Depreciation (GENERAL)	761,733.31	375,000.00	750,000.00	775,000.00
602-49400-50530	Improvements Other Than Bldgs	61,896.50	53,610.50	10,000.00	20,000.00
602-49400-50580	Other Equipment	2,648.33		25,000.00	10,000.00
602-49400-50700	Transfers (GENERAL)	234,525.00		250,000.00	260,000.00
Totals for dept 49400 - Utilities		1,891,412.65	1,139,780.53	2,013,165.00	2,239,347.00
TOTAL APPROPRIATIONS		1,891,412.65	1,139,780.53	2,013,165.00	2,239,347.00
NET OF REVENUES/APPROPRIATIONS - FUND 602		413,463.96	224,145.56	9,335.00	(374,347.00)
BEGINNING FUND BALANCE		21,800,630.04	22,214,094.00	22,214,094.00	22,438,239.56
ENDING FUND BALANCE		22,214,094.00	22,438,239.56	22,223,429.00	22,063,892.56
ESTIMATED REVENUES - ALL FUNDS					
		6,953,049.46	6,246,971.49	6,300,500.00	5,505,000.00
APPROPRIATIONS - ALL FUNDS					
		4,464,051.37	2,589,492.63	4,389,485.00	4,934,997.00
NET OF REVENUES/APPROPRIATIONS - ALL FUNDS		2,488,998.09	3,657,478.86	1,911,015.00	570,003.00
BEGINNING FUND BALANCE - ALL FUNDS					
		48,464,917.19	50,953,915.28	50,953,915.28	54,611,394.14
ENDING FUND BALANCE - ALL FUNDS					
		50,953,915.28	54,611,394.14	52,864,930.28	55,181,397.14

ITEM:

Approval of Park Dedication Cash Fee Policy

PREPARED BY:

Zach Doud, City Administrator

BACKGROUND:

City Council had a discussion during a past council meeting when reviewing the Long-Term Plan to have staff create a policy regarding the use of Park Dedication Cash Fee dollars that are received from new homes and plats. Staff has come up with a policy that will be used moving forward for collection of these fees.

The policy entails holding onto 25% of the park dedication fees to be used in parks that are not contained within neighborhoods, which are classified as community or premier/destination parks. At this time, Dayton has two of these parks and it would be classified as Elsie Stephens Park and Cloquet Overlook Park (these parks are connected).

The remaining 75% of the fees collected either during platting or when the building permit is pulled for a new home will remain in that neighborhood that they were collected in for use at a neighborhood park.

Critical Issues:

This is a change from our current model where dollars are spent within the fund at whichever park is being planned out at the time. This could lead to waiting on neighborhood parks longer than the current residents may want to because of the dollars available in that neighborhood aren't enough to complete a project that would meet the neighborhoods expectations.

RECOMMENDATION:

Staff recommends Approval of the Park Dedication Cash Fee Policy.

ATTACHMENT(S):

Park Dedication Cash Fee Policy



Park Dedication Cash Fee Expenditure Policy

As allowed by Minnesota Statutes 462.358, subdivisions 2b and 2c which permits the City to require dedication of park land, or cash in lieu of land, as part of the subdivision process in order to fulfill its plans for recreational facilities and open spaces. At Final Plat approval, the City Council, will determine whether park dedication is required in the form of land, cash, or a combination. The City will base its determination on the need created by the proposed development, the Comprehensive Park Plan, and other park and recreational studies.

Purpose

This policy governs the use of Park Dedication cash received in lieu of land from development¹. These cash fees are to be used for park system expansions or enhancements, land acquisition, recreation facilities, or expanded amenities at previously existing parks, but not on rehabilitation or maintenance².

Application of Cash Fees

75% - Nearest Neighborhood Parks where dollars are received

25% - Premier/Destination or Community Park within Dayton

Other Funding Dollars

A portion of the improvements to community parks benefits existing development in the City. Park capital levy dollars to park capital funds are scheduled based on the long-term plan and are not a part of the Park Dedication dollars discussed in this policy. Given future growth of Dayton will continue for many years, the use of those levy dollars could be used to fulfill a funding gap if there ever was one during the construction of a new park or for the purchase of land for a new park.

Exceptions/Clarifications

If there are dollars received from development that does not have a Neighborhood Park designated within the Comprehensive Plan for Park Planning, those dollars would be allocated 100% to the Premier/Destination or Community Park.

If there are dollars received from a development that already has a neighborhood park constructed within the section of the Comprehensive Plan, those Cash Fees would remain in that area until the park is updated.

Adopted by the City Council:

Adopted by the Park Commission: October 1, 2024

Revised by the City Council:

¹ Either an entire newly platted subdivision or just a single property being subdivided to make a new lot

² Cash payments must not be used for ongoing operation or maintenance of parks, recreational facilities, playgrounds, trails, wetlands, or open space. (MN Stat 462.358, Subd 2b(g). Also available via City Code 1002.08 Subd. 10.

PRESENTER: Marty Farrell/Paul Kangas

ITEM: 2024 Park Improvement Projects, Elsie Stephens Park, North Pedestrian Bridge, approval to proceed to Contractor Bidding.

PREPARED BY: Marty Farrell/Paul Kangas

POLICY DECISION / ACTION TO BE CONSIDERED: Approval to proceed to Contractor bidding for 2024 Park Improvements Elsie Stephens Park, North Pedestrian bridge.

BACKGROUND: This project was removed from the 2022 Park Improvements project, due to increase in costs, and timeline to get the bridge completed within the project completion deadline.

CRITICAL ISSUES:

The Bridge is required to complete a trail loop that crosses a ravine by the Mississippi River.

Project Timeline

Bidding documents available after October 9th 2024

Advertising for bids October 10 2024

Bid opening October 31 2024

Project Commence after November 15th 2024

Substantial completion June 30 2025

BUDGET IMPACT: Project estimate \$250,000, funded from Fund 405.

RECOMMENDATION: Approve bidding documentation to proceed to Contractor bidding.

ATTACHMENT(S): Bid documentation.

City of Dayton Parks & Recreation

Elsie Stephens Park Pedestrian Bridge Project

BIDS CLOSE: November 1, 2024 @ 3:00 p.m.

Prepared By:



All questions are to be directed to:
Paul Kangas – Landscape Architect
Inside Outside Architecture, Inc.
Cell: 612-237-8355
Email: paul@ioainc.net

City Staff Contact:
Martin Farrell – Director of Public Works
City of Dayton, Minnesota
Cell: 612-751-8847
Email: mfarrell@cityofdaytonmn.com

CERTIFICATION PAGE

ELSIE STEPHENS PARK PEDESTRIAN BRIDGE PROJECT City of Dayton, Minnesota

I hereby certify that this Project Manual was prepared by me or under my direct supervision and that I am a duly licensed professional Landscape Architect under the laws of State of Minnesota.

Name: Paul A. Kangas

Signature

A handwritten signature in black ink, appearing to read "Paul Kangas", written over a horizontal line.

Registration: MN #26017

Date:

10-08-2024

ADVERTISEMENT FOR BID

ELSIE STEPHENS PARK PEDESTRIAN BRIDGE PROJECT Dayton, Minnesota

BIDDING/CONTRACT REQUIREMENTS **PAGE**

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PLAN SHEETS & TECHNICAL DATA

Elsie Stephens Park Pedestrian Bridge

ESP-1	Layout Plan & Details
Wheeler Plans 1-6	Bridge Abutment Plans
Haugo	Geotechnical Report

ADVERTISEMENT FOR BID

Elsie Stephens Park Pedestrian Bridge Project Dayton, Minnesota

Notice is hereby given that sealed bids will be received until **3:00 PM, Tuesday, October 31st, 2024**, at:

City of Dayton

Attn: Zach Doud – City Administrator
12260 South Diamond Lake Road
Dayton, MN 55327

The bids received will be publicly opened and read aloud, for the furnishing of all labor and material for the construction of the Elsie Stephens Pedestrian Bridge Project. Major components of the work include:

1. Earthwork and final grading
2. Paved trails – limited concrete OR asphalt
3. Prefabricated pedestrian bridge
4. Cast in place concrete abutments
5. Seeding & erosion control

Work shall begin after November 15th, 2024 and be substantially completed by June 30th, 2025.

Each bidder shall submit as a general contractor and **partial bids are not allowed**. You shall retain sub-contractors as needed to provide the full services required of the project. The City will engage in only one contract to complete this work.

Bids must be submitted on the forms provided in the Project Manual and Construction Documents.

Complete digital project bidding documents will be available after October 9th, 2024 at www.questcdn.com. You may download the digital plan documents for a fee by inputting **Quest Project ID#9349768** on the website's project search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information.

Questions regarding the project should be directed to:

Paul Kangas, Landscape Architect
Inside Outside Architecture, Inc. (IOA)
Direct Dial: 612-237-8355
Email: paul@IOAinc.net

Bid security in the amount of 5% percent of the Bid must accompany each Bid in accordance with the Instructions to Bidders.

All bidders for this contract, including subcontractors and suppliers that have 40 or more full-time employees, shall submit a certified copy of their current Affirmative Action Certificate with their bid.

Bids shall be directed to the City Administrator, be securely sealed, and be labeled on the outside wrapper, "BID FOR ELSIE STEPHENS PEDESTRIAN BRIDGE PROJECT"

The City of Dayton reserves the right to reject any and all Bids, to waive irregularities and informalities therein and to award the Contract in the best interests of the City of Dayton.

Zach Doud

City Administrator
Dayton, Minnesota

BID FORM

Contractor: _____

Bids Due: 3:00 pm – November 1st, 2024

ELSIE STEPHENS PARK PEDESTRIAN BRIDGE PROJECT Dayton, Minnesota

City of Dayton - Parks & Recreation

Attn: Zach Doud – City Administrator
12260 South Diamond Lake Road
Dayton, MN 55327

To Whom it may Concern:

The undersigned, being familiar with the local conditions, having made the field inspections and investigations deemed necessary, having studied the plans and specifications for the work including Addenda No(s). _____, and being familiar with all factors and others conditions affecting the work and cost thereof, hereby proposes to furnish all labor, tools, materials, skills, equipment and all else necessary to completely construct the project in accordance with the plans and specifications on file with the County as follows (bidder shall verify quantities to his/her satisfaction):

SEE BID FORM NEXT PAGE

ADD ALTERNATES (see Section 00 4023)

The low bidder shall be determined by the lowest, qualified Grand Total Base Bid entered on this Bid Form. This bid is a combination of both Lump Sum and Installed Quantity payment line items as noted on the bid form. The estimated quantities on the Proposal Form are provided for the convenience of the Bidder. Bidders are responsible for verifying quantities to their satisfaction. Unit prices entered on the Proposal Form will be used to calculate total payments during construction and to aid in determining values for possible changes in the work. If unit prices are judged to be unreasonable by the Owner, the Owner reserves the right to negotiate revisions to the prices.

Accompanying this bid is a bidder's bond, certified check, or cash deposit in the amount of at least five (5%) of the amount of my/our bid made payable to City of Dayton. The same is subject to forfeiture in the event of default on the part of the undersigned, or failure on the part of the undersigned to execute the prescribed contract and bond within fifteen (15) days after it is submittal to me/us.

In submitting this bid, it is understood that the Owner retains the right to reject any and all bids and to waive irregularities and informalities therein and to award the contract to the best interest of the Owner.

It is understood that bids may not be withdrawn for a period of 30 days after the date and time set for the opening of bids. It is understood that the Owner reserves the right to retain the certified check or bond of the three lowest bidders as determined by the Owner for a period not to exceed 30 days after the date set for the opening of the bids.

Respectfully submitted by:

(A Corporation)

(An Individual)

(Title)

(Bidder's E.I. Number)

BID FORM

ELSIE STEPHENS PARK - PEDESTRIAN BRIDGE PROJECT

ITEM	UNIT	EST QTY	UNIT COST	TOTAL COST
GENERAL COSTS & EROSION CONTRL			Subtotal	
Mobilization	LS	1		
Construction Surveying & Staking	LS	1		
Rock Construction Entrance Pad	LS	1		
Silt Fence Installation & Removal	LF	230		
EARTHWORK			Subtotal	
Abutment & Subcut Excavation	CY	600		
Backfill Type A	CY	155		
Backfill Type B	CY	372		
Riprap, Class 3	CY	55		
Geotextile Fabric under Riprap	SY	150		
Fine Grading	LS	1		
BRIDGE, ABUTMENTS, & PAVING			Subtotal	
Structural Concrete & Reinforcement	CY	33		
Bridge with Concrete Deck	LS	1		
Relocate Existing On-Site Granite Boulders	EA	6		
Concrete OR Asphalt Trail Paving with Base Material	SY	65		
LANDSCAPING			Subtotal	
Turf Seed Mix	SY	150		
Class 2 Erosion Control Mat	SY	150		
SPECIALTY ITEMS - IF NEEDED			Subtotal	
Dewatering	LS	1		
Geotechnical Observation	LS	1		
BASE BID PROJECT TOTAL			TOTAL	

AFFIRMATIVE ACTION DECLARATION

ELSIE STEPHENS PARK PEDESTRIAN BRIDGE PROJECT Dayton, Minnesota

Please complete the questionnaire shown below and attach this completed and properly executed sheet to the bid proposal. This sheet along with the Affirmative Action Certificate (if applicable) must be submitted with the bid. Failure to do so may, at the City's discretion, cause the bid to be rejected. If, however, the bid is not rejected for your failure to attach these documents, the bid shall absolutely be rejected if you have not provided the said documents within seventy-two (72) hours after the City has deposited in the US Mail written demand therefore.

I hereby certify that I have reviewed the Affirmative Action requirements as set forth in the specifications and declare the following (must check one):

_____ We have fewer than twenty (20) employees and are therefore exempt from the Affirmative Action Requirement.

or

_____ We have attached a certified copy of our Affirmative Action Certification

or

_____ We do not have a Certificate.

Signed: _____

Firm Name: _____

AFFIDAVIT OF NON-COLLUSION

ELSIE STEPHENS PARK PEDESTRIAN BRIDGE PROJECT

Dayton, Minnesota

(Information Required of Bidder)

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its' behalf (if the bidder is a corporation);
2. That the attached bid or bids have been arrived at, by the bidder, independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids;
4. That I have full informed myself regarding the accuracy of the statements made in this affidavit.

Signed: _____

Firm Name: _____

Subscribed and sworn to before this _____ day of _____, 20 _____

Notary Public: _____

My Commission Expires: _____

Bidder's E.I. Number: _____

(Number used on Employer's Quarterly Federal Tax Return, US Treasury Dept. Form #941)

FORM OF AGREEMENT

ELSIE STEPHENS PARK PEDESTRIAN BRIDGE PROJECT Dayton, Minnesota

THIS AGREEMENT, entered into this _____ day of _____, 2024, by and between the

City of Dayton Parks & Recreation Department hereinafter called the "Owner" and

_____ hereinafter called the "Contractor".

THIS AGREEMENT WITNESSETH, that the Owner and the Contractor, for the consideration hereinafter stated, agrees as follows:

ARTICLE I. The Contractor hereby covenants and agrees to perform and execute all the provisions of the plans and specifications as prepared by Loucks Associates, Inc, and indicated below under Article IV, as provided by the Owner for: _____ and to do everything required by this agreement and the contract documents.

ARTICLE II. The Contractor agrees that the work contemplated by this contract shall be fully and satisfactorily completed in accordance with the provisions in Article 9 of the Supplemental Conditions of the Contract.

ARTICLE III. The Owner agrees to pay and the Contractor agrees to receive and accept payment in accordance with the prices bid for the unit or lump sum items as set forth in the conformed copy of Proposal Form hereto attached, which prices shall conform to those in the accepted Contractor's Proposal on file in the Office of the City of Dayton City Administrator the aggregate of which prices, based on the approximate schedule of quantities is estimated to be \$_____. Monthly and final payment shall be made as provided in the City's Standard Specifications for Construction referred to herein.

ARTICLE IV. The contract documents shall consist of the following component parts:

1. Instruction for Bidders
2. Specifications
3. Special Provisions
4. Bid Proposal Form
5. Performance and Payment Bond
6. Plans and drawings which are attached to the specifications
7. Addenda No(s). _____.
8. This Agreement

Each and all of the aforementioned contract documents are hereby incorporated into this agreement by specific reference and the terms and provisions thereof are and constitute a part of this Agreement as though attached hereto or fully set forth herein.

CERTIFICATE OF ACKNOWLEDGMENT

ELSIE STEPHENS PARK PEDESTRIAN BRIDGE PROJECT
Dayton, Minnesota

CERTIFICATE OF ACKNOWLEDGMENT BY CORPORATION
(For use where Contractor is a corporation)

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) SS
CITY OF DAYTON)

On this day of _____, 2024, before me personally appeared _____

and _____ to me known who, being by me duly sworn, did say that they

are respectively the _____ of _____

that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was

executed in behalf of the corporation by authority of its Board of Directors, and said _____

_____ and _____

acknowledged the instrument to be the free act and deed of said corporation.

(NOTARIAL SEAL)

Notary Public

Full Name of Surety Company

Home Office Address

Name of Attorney-in-fact

Name of Local Agency

If this bond is executed outside of the State of Minnesota, it must be countersigned on the Performance Bond by a Minnesota resident of the Surety Company.

Name of Agent affixing countersignature

Address

MEMORANDUM: Affix here Power of Attorney and Acknowledgment of Corporate surety.

CERTIFICATE OF ACKNOWLEDGMENT

ELSIE STEPHENS PARK PEDESTRIAN BRIDGE PROJECT
Dayton, Minnesota

CERTIFICATE OF ACKNOWLEDGMENT BY PRINCIPAL
(For use where Contractor is individual or partnership)

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) SS
CITY OF DAYTON)

On this _____ day of _____, 2024, before me personally appeared

_____, to me known to be the person described in and who executed the

foregoing bond, and acknowledge that he executed the same as _____ free act and deed.

(NOTARIAL SEAL)

Notary Public

MEMORANDUM: Affix here Power of Attorney and Acknowledgment of Corporate surety.

CONTRACTOR'S PERFORMANCE BOND

ELSIE STEPHENS PARK PEDESTRIAN BRIDGE PROJECT

Dayton, Minnesota

KNOW ALL MEN BY THESE PRESENTS, that _____

as Principal, hereinafter called CONTRACTOR, and _____
as Surety, hereinafter called Surety, are held and firmly bound onto

_____ as
Obligee, hereinafter called OWNER, in the amount of

_____ Dollars (written), (\$ _____),
for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has by written Agreement dated _____, 2024 entered into a Contract with OWNER for
_____ in accordance with Contract Documents

prepared by _____ which Contract is by reference made a part hereof, and is hereinafter referred to as the Agreement.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Agreement, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time by OWNER.

Whenever CONTRACTOR shall be, and declared by OWNER to be, in default under the Agreement, the OWNER having performed OWNER's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or if OWNER elects, upon determination by OWNER and the Surety jointly of the lowest responsible Bidder, arrange for a Contract between such Bidder and OWNER, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by the OWNER to CONTRACTOR.

No right of action shall accrue on this bond to or for the use of any person or corporation other than OWNER named herein or the heirs, executors, administrators or successors of OWNER.

CONTRACTOR'S PERFORMANCE BOND

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument in _____ original counterparts, under their several seals this _____ day of _____, 2024, the names and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Affix Corporate Seal)

(CONTRACTOR)

Attest:

(Business Address)

(Title)

By _____
(Title)

(Affix Corporate Seal)

(SURETY)

Attest:

(Business Address)

(Attorney in Fact)

Approved by OWNER:

By: _____
(Name) (Title) (Date)

NOTE: The Bond must be approved and the approval dated in every case. The title of the person signing must be indicated. Certified copy of Power-of-Attorney of signatory agent for corporate Surety must be attached in every case where corporate Surety is procured. Date of Bond must not be prior to date of Contract.

CONTRACTOR'S PAYMENT BOND

ELSIE STEPHENS PARK PEDESTRIAN BRIDGE PROJECT

Dayton, Minnesota

KNOW ALL MEN BY THESE PRESENTS that _____

as Principal, hereinafter called CONTRACTOR, and _____

duly authorized and licensed to do business in the State of Minnesota, as Surety, hereinafter called Surety, are held

and firmly bound onto _____

as Obligee, hereinafter called OWNER, for the use and benefit of claimants as hereinafter provided in the amount of

_____ Dollars (written), (\$ _____), for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has by written Agreement dated _____, 2024

entered into a Contract with OWNER for _____

in accordance with Contract Documents prepared by _____
which Contract is by reference made a part hereof, and is to contain in substance the following provisions:

CONTRACTOR shall pay all claims for labor performed and materials furnished, used or consumed in making the public improvement or performing the public work, including, without limitation because of specific enumeration, fuel, lumber, building materials, machinery, vehicles, tractors, equipment, fixtures, apparatus, tools, appliances, supplies, electric energy, gasoline, motor oil, lubricating oil, greases, premiums for worker's compensation insurance, and contributions for unemployment compensation.

The said written agreement, drawings, specifications, and amendments are hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION, is such that, if CONTRACTOR shall faithfully perform the said Contract and pay every person entitled thereto for all the claims for labor performed and materials furnished under the Contract to be used or consumed in making the public improvement or performing the public work as provided in the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. No assignment, modification or change of the Agreement, or change in the work covered thereby, or any extension of time for completion of the Contract shall release the Sureties on the bond.
2. Not later than one year after the completion of work under this Contract or such longer period of time as may be prescribed by law, or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any party in interest may maintain an action in his own name against CONTRACTOR and the Surety upon this bond for the recovery of any damages he may have sustained by reason of the failure of CONTRACTOR to comply with the Contract or with the Contract between CONTRACTOR and his Subcontractors. If the amount realized on this bond is insufficient to satisfy all claims of the parties in full, it shall be distributed among the parties pro rata.
3. IN WITNESS WHEREOF, the above-bounded parties have executed this instrument in original counterparts this day of _____, 2024, the names of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR'S PAYMENT BOND

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument in original counterparts, under their several seals this _____ day of _____, 2024, the names and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Affix Corporate Seal)

(CONTRACTOR)

Attest:

(Business Address)

(Title)

By _____
(Title)

(Affix Corporate Seal)

(SURETY)

Attest:

(Business Address)

(Attorney in Fact)

Approved by OWNER:

By: _____
(Name) (Title) (Date)

NOTE: The Bond must be approved and the approval dated in every case. The title of the person signing must be indicated. Certified copy of Power-of-Attorney of signatory agent for corporate Surety must be attached in every case where corporate Surety is procured. Date of Bond must not be prior to date of Contract.

CONTRACTOR'S PAYMENT BOND

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SECTION 00-2200 SPECIAL PROVISIONS

PART 1. GENERAL PROJECT INFORMATION

1.01 PROJECT DESCRIPTION

The work in this contract shall consists of, but not limited to:

- A. Earthwork and final grading
- B. Paved trails – limited and either asphalt or concrete
- C. Prefabricated pedestrian bridge
- D. Cast in place concrete abutments
- E. Seeding & erosion control

1.02 PROJECT LOCATION

#1. Elsie Stephens Memorial Park

14430 Dayton River Road

Access is via new park entrance directly off River Road.

Approximate GPS Coordinates: 45.223117, -93.467161

PART 2. PROJECT SCHEDULE

2.01 DEADLINE FOR BIDDING

All bids must be received by the date & time indicated on the Notice to Bid. Partial bids are not allowed and one general contractor must take overall responsibility for the work. Subcontracting of services is acceptable, but the Owner intends to award only one comprehensive general contract for the work. Completed bids should be received by the deadline via mail, delivery service, or in person, at the following address:

City of Dayton

Attn: Zach Doud – City Administrator

12260 South Diamond Lake Road

Dayton, MN 55327

2.02 ADDENDA

If necessary, addenda will be issued to all plan holders at least one week prior to the bid deadline. Bidders must acknowledge the receipt of any addenda on their bid form.

2.03 BID FORM

All bids shall be submitted on the bid form included in this set of documents. The contractor shall submit unit pricing and total cost for each line item. If significant discrepancies are found in the estimated quantities, please notify the landscape architect as soon as possible and an addendum will be issued. If not noted on the bid form, or addressed in an addendum, the quantities are assumed correct. Minor variation in quantities will not change your total cost or payment.

2.04 EXPLANATION OF ALTERNATES

The intent of the Owner is to award the contract based on the lowest responsible bid plus or minus any accepted alternates. Numerous alternates are being considered (refer to Section 00 4323), but a final determination will be made following the bid opening. It is unknown which alternates will be accepted.

2.05 CONTRACT AWARD

A single general contract will be awarded as quickly as possible following receipt, and review, of the bids. The General Contractor will be responsible for coordinating all sub-contractors and managing schedule, payments, and ensuring overall performance for trades meets the requirements of the construction documents. The successful contractor will be contacted by phone and contracts will be developed between the successful bidder and the Owner. The Owner reserves the right to reject any and all bids and choose the contractor with the best overall mix of price, experience, and capabilities to complete the work.

PART 3. PROJECT SCHEDULE

3.01 CONSTRUCTION SCHEDULE

- A. Work for the project is expected to commence on approximately November 15th, 2024 or as soon as possible following receipt of Notice to Proceed.
- B. Work for this project is expected to be substantially complete no later than June 30th, 2025.
- C. The Owner and successful Bidder will identify a reasonable, detailed schedule at the Pre-Construction meeting.
- D. Liquidated damages in the amount of \$500 per day may be assessed if work extends beyond the dates listed above.

3.02 PRE-CONSTRUCTION CONFERENCE

A Pre-Construction Conference will be mandatory once a successful bidder has been determined. The successful bidder will be notified by the Owner as to the date, time, and location of the pre-construction conference. The following items will be reviewed at the pre-construction meeting:

- A. Review proposed sources for all materials necessary to complete the project.
- B. Review any submittal requirements.
- C. Review requirements for protecting the site during the construction period.
- D. Review and finalize construction schedule.
- E. Review any special delivery and construction procedures.
- F. Review forecasted weather conditions and procedures for coping with unfavorable conditions.

PART 4. SITE INFORMATION

4.01 ACCESS

- A. Access to the job sites shall be as discussed in the Pre-Construction meeting. Convenient access is available to the site, but the Contractor is responsible for field verifying access points and notifying the landscape architect if any difficulties are present.
- B. No disruption shall occur on private property or outside the limits of work as shown on the plans. Any damage outside these limits will be asked to cease and will be repaired and/or replaced by the Contractor at no additional cost to the City.
- C. Care must be taken to avoid any damage to neighboring properties. Any damage shall be immediately brought to the attention of the project manager and repaired or replaced at no additional cost to the Owner.

4.02 PROJECT CONDITIONS

- A. Work hours for this contract will be from 7 am to 7 pm Monday through Saturday. No work shall be done on Sundays. Work requiring observation or coordination from the Consultant or Owner must be done Monday through Friday.
- B. Contractor shall keep construction debris to a minimum during the construction process. Periodically clean job site to facilitate a safe, efficient work environment.
- C. All of the Contractor's operations and storage of materials and equipment shall be confined to areas within the construction limits.

4.03 CLEARING, GRUBBING, AND TREE REMOVAL

Work under a previous contract removed much of the vegetation in the trail and bridge corridor. If the Contractor believes additional tree removal is needed, that work shall be considered incidental to the project and must be part of your base pricing.

4.04 PROTECTION OF EXISTING SITE FEATURES

All work for this project is within the limits of property controlled by the City of Dayton and the project areas are relatively free from built improvements that could be damaged. However, any damage to existing features shall be immediately brought to the Owner's attention for recommendations on repairing or replacement. Damage shall be remedied by the Contractor at no additional cost to the Owner.

- 4.05 **TRAFFIC & PARKING CONTROL**
Construction activities shall not interfere with access to the site. Entrances and drives used by the public shall be maintained in safe operating condition and shall be kept free and clear of the contractor's equipment, materials and debris.
- 4.06 **STAKING AND LAYOUT**
The Contractor is responsible for providing their own construction staking with their preferred survey vendor. Electronic copies of the CADD files will be made available to the winning bidder.
- 4.07 **EARTHWORK BALANCE ON PROJECT SITE**
The Contractor shall spread and waste all excess materials on the site as part of the rough grading activity. It is anticipated that work will not require importing or exporting soils to accomplish final grades. The Contractor shall confirm the areas available for wasting of material with the project team PRIOR to placing any material.
- 4.08 **PERMITS & INSPECTIONS**
The Contractor is responsible for obtaining and paying for all permits and inspections necessary to complete the work as identified in the Construction Documents.
- 4.09 **TESTING**
- A. A series of construction tests will be required for this project. Many are considered incidental to the work required and others will be handled as needed or directed by the Owner. Incidental tests are to be performed and supplied by the Contractor, witnessed by the City Staff, and include the following:
 - 1. Test rolls of pavement bases prior to paving
 - 2. Others as noted in the specifications
 - B. The Owner also reserves the right to test products or materials used on the project. These are meant to test the quality or durability of the product and conformance with the specifications. Any optional testing will be paid by the Owner. Failing tests will require complete removal and replacement of affected products and follow up testing to be paid by the Contractor. As needed testing may include:
 - 1. Test cylinders for concrete
 - 2. Compaction testing of asphalt surfacing
 - C. The contractor is responsible for coordinating the need and timing of ALL testing so that appropriate personnel has adequate notice to be on site and available to perform or witness the testing required. The Contractor shall provide at least 48 hours notice for any testing needs.

PART 5. LICENSING, CONTRACT, AND INSURANCE REQUIREMENTS

- 5.01 **LICENSING**
The Contractor shall be a licensed contractor in the State of Minnesota and be covered by insurance that meets the following requirements:
- 5.02 **COMPLIANCE TO FEDERAL, STATE, LOCAL LAWS**
Submitting respondents agree to comply with all applicable federal, state and local laws, statutes, rules, and regulations. This RFP and any resulting Contract shall be construed and governed by the laws of the State of Minnesota.
- 5.03 **CONTRACTOR'S INSURANCE REQUIREMENTS**
- A. The limits of liability for the insurance required by Paragraph 5.02 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations. Limits may be provided by a combination of primary and excess liability policies or through a single policy. If the limits are provided by a combination of primary and excess liability policies, then the excess or umbrella liability coverages shall include commercial general, comprehensive automobile, and employer's liability and shall provide coverage at least as broad as the underlying policies.
 - 1. Workers' Compensation:
 - (a) State: Statutory
 - (b) Applicable Federal: Statutory
 - (c) Employer's Liability:
 - (i) Bodily Injury by Accident: \$500,000 each accident
 - (ii) Bodily Injury by Disease: \$500,000 policy limit
 - (iii) Bodily Injury by Disease: \$500,000 each employee

2. Comprehensive or Commercial General Liability:
 - (a) Combined Single Limit:

(i) Premises/operations	\$1,000,000	each occurrence
(ii) Products/completed	\$1,000,000	each occurrence
(iii) Operations	\$2,000,000	annual aggregate
(iv) Personal Injury	\$1,000,000	each occurrence
 3. Policies shall include premises/operations, products, completed operations, independent contractors, explosion, collapse, underground hazards, broad form contractual, personal injury with employment contractual exclusions deleted, and broad form property damage.
 - (a) If policies are written on a Commercial General Liability form, the General Aggregate shall be at least two times the 'each occurrence' limit or be written on a "per project" basis.
 - (b) If policies are written on a 'claims made' form, the certificate should so specify and policies shall continue in force for one year following completion of the project. The retroactive date of the policy must be no later than the date of the Agreement.
 - (c) If policies are written for split limits, limits shall be equal for bodily injury and property damage liability.
 4. Comprehensive Automobile Liability (including owned, hired, and non-owned vehicles):
 - (a) Combined Single Limit:
 - (i) Bodily Injury and Property Damage: \$1,000,000 each accident
 - (b) If policies are written for split limits, limits shall be equal for bodily injury per person, bodily injury per accident and property damage.
- B. All policies shall provide that the CONTRACTOR agrees to waive all rights of subrogation against the OWNER, the ENGINEER, and their subconsultants, employees, officers and directors, for WORK performed under the Agreement. Endorsements shall be provided with certificates of insurance.
 - C. All policies shall also specify that the insurance provided by the CONTRACTOR will be considered primary and not contributory to any other insurance available to the OWNER or ENGINEER.
 - D. All policies except Workers' Compensation and Builders Risk shall name the OWNER, ENGINEER, their consultants, subconsultants, and their officers, directors, agents and employees as additional insureds. The Builders Risk insurance shall name the CONTRACTOR, OWNER, and ENGINEER as named insureds.
 - E. All policies shall provide for thirty days notice prior to any cancellation, reduction in coverage or nonrenewal.
 - F. The deductible or self insured retention on Comprehensive or Commercial General Liability shall not be greater than \$2,500. Deductibles on Builders Risk coverage shall not be greater than \$25,000 for flood or \$100,000 for earthquake coverage. All deductibles are the responsibility of the CONTRACTOR.

5.04 PREVAILING WAGES

- A. This project is NOT subject to the Minnesota Prevailing Wage Act as defined in Minnesota Statutes 177.41 through 177.44. Questions regarding the rules and regulations can be submitted to:

Minnesota Department of Labor and Industry

443 Lafayette Road N.

St. Paul, MN 55155

Phone: 651-284-5091

Email: dli.prevwage@state.mn.us

PART 6. JOBSITE PERSONNEL

6.01 TEAM MEMBER CHANGES

A change in a Contractor's individual team members following submission of your response to this RFP requires notification to, and approval from, the Owner prior to implementing the change. This includes the period of time through the entire construction of the project.

- 6.02 **OWNER'S RIGHT TO REQUEST CHANGE TO CONTRACTOR PERSONNEL**
The Owner reserves the right to request the Contractor to make changes in their own team, or that of their Subcontractor(s), at any time they feel it is in the best interest of the Owner.

PART 7. PROJECT CLOSEOUT

- 7.01 **MEASUREMENT AND PAYMENT**
Payments for construction work will be made upon successful completion of the work. The contractor shall submit load tickets if requested. Payment of materials will be considered only if approved and delivered to the site. The Contractor is responsible for submitting proof of completed work to the landscape architect. Payment for work and materials will be lump sum per the bid form. The Contractor should note any quantity discrepancies found on the bid form if they are different than estimated.
- 7.02 **CLEANING & PROJECT CLOSEOUT**
The Contractor shall be responsible for thoroughly cleaning all areas of the job site affected by the work before final acceptance will be granted. Remove and dispose off-site all construction debris.

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**SECTION 00-3132
SUBSURFACE CONDITIONS**

PART 1. DESCRIPTION

- 1.01 The Contractor shall familiarize himself with the project sites and examine the sites prior to bidding to understand the nature of the ground to be excavated. No extra compensation will be allowed for conditions that are readily apparent from a careful examination of the site.
- 1.02 The Contractor shall verify the location of all utilities prior to beginning any excavation. Existing utilities shall be carefully protected from damage during construction.

PART 2. SOIL TESTING DATA

- 2.01 Soil boring and testing data taken in 2022 is provided as an appendix to these construction documents.
- 2.02 The Contractor shall examine the subgrade soils as excavation occurs for pavement and footing installations and notify the Landscape Architect of any soft, unstable or moist subsoil conditions. The Landscape Architect shall approve any subsoil correction work that may be necessary prior to implementation of such work.

END OF SECTION

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SECTION 00-7200

CONDITIONS OF THE CONTRACT

PART 1. DEFINITIONS

1.01 CONTRACT DOCUMENTS

The contract documents consist of the following, including all addenda issued prior to the opening of bids and modifications issued after execution of the contract:

- A. Bid Documents (Advertisement, Information to Bidders, Proposal and Bid Security);
- B. Agreement;
- C. Performance and Payment Bond;
- D. Project Specifications and Special Provisions thereof;
- E. Conditions of the Contract (General, Supplementary and other Conditions); and
- F. Drawings.

1.02 CONTRACT

The contract documents form the contract. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.

1.03 CONSULTANT

The Consultant is the authorized representative of the Owner, as named in the contract documents.

1.04 OWNER

The Owner is the City of Dayton.

1.05 CONTRACTOR

The Contractor is the person, entity or authorized representative thereof named in the contract documents to construct the project pursuant to plans and specifications.

1.06 SUBCONTRACTOR

The subcontractor is any person or other entity acting for, or on behalf of, the Contractor in performing any part of the contract.

1.07 PROPOSAL

The proposal is the offer of a bidder to perform the work described in the bid documents when made out and submitted on the prescribed proposal form, properly signed and secured.

1.08 BID SECURITY

The bid security, where required by the advertisement or information to bidders, is a cashier's or certified check, cash or bid bond accompanying the proposal submitted by the bidder, pledging that the bidder will enter into an agreement with the Owner for the carrying out of the work, should the contract for the work be awarded to him.

1.09 AGREEMENT

The agreement is the written contract between the Owner and Contractor covering the performance of the work described in the contract documents. Other contract documents are attached to the agreement.

1.10 PERFORMANCE AND PAYMENT BOND

The performance and payment bond is the approved form of security furnished by the Contractor and their surety prior to the execution of the agreement as a pledge of good faith on the part of the Contractor, and the surety in the event of the Contractor's default, covering the Contractor's faithful performance under the contract documents and the payment of all obligations arising there under. The terms and conditions of said bond are governed by M.S.A. Section 574.26 et. seq. and amendments thereto.

1.11 BIDDER

A bidder is an individual or other entity submitting a proposal for the advertised work.

1.12 SURETY

A surety is the person or other entity executing the Contractor's performance and payment bond.

1.13 SPECIFICATIONS

The specifications consist of the construction document titled Project Manual.

1.14 DRAWINGS

The drawings are all plans, drawings or reproductions of drawings issued by the Consultant pertaining to the work and provided for in the contract documents.

1.15 WRITTEN NOTICE

Written notice shall be deemed to have been served if delivered in person or sent by registered or certified mail to the individual or other entity or to the last known business address of such individual or entity. It shall be the duty of each party to advise the other parties to the agreement as to any change in the business address until completion and acceptance of the work.

1.16 ACTS OF GOD

An Act of God is an unusual, extraordinary and sudden manifestation of the forces of nature, uncontrolled and uninfluenced by the power of man and without human intervention, which could not under normal circumstances have been anticipated or expected. Ordinary, expectable, and gradual weather conditions of normal intensity for the locality shall not be considered as an Act of God and the Owner or Consultant shall not be liable to the Contractor for damage to the work resulting there from.

PART 2. BIDDING REQUIREMENTS

2.01 PROPOSAL FORMS

The Owner will furnish proposal forms to any qualified bidder upon request.

2.02 INTERPRETATION OF PLANS, SPECIFICATIONS AND WORK SITE

The quantities appearing in the proposal shall be used as the basis of calculation for comparison of proposals. The scheduled quantities are to be considered approximate only and may be increased, decreased or omitted as provided in Section 9.4.

2.03 EXAMINATION OF PLANS, SPECIFICATIONS AND WORK SITE

Each bidder is required to examine carefully the site of the work, the proposal forms, specifications and forms. Submission of a proposal shall be considered evidence that the bidder has made such examination and that he has familiarized himself with the conditions to be encountered, the character, quality and quantity of work to be performed and material to be furnished and the requirements of these contract documents.

2.04 ADDENDA

Any addenda issued by the Owner or Consultant prior to the time of receipt of proposals or prior to the date set for opening of proposals, shall be included in the proposal and shall be made part of the contract documents. Receipt of each addendum shall be acknowledged by the bidder in their proposal.

2.05 PREPARATION OF BID

The bidder shall submit their proposal in duplicate on the proposal forms provided by the Owner. All blank spaces in the proposal must be filled in clearly and correctly in ink or typewritten. Any interlineations, alteration or erasure must be initialed by the signer of the proposal. The proposal shall be signed in ink by the individual or authorized representative making the proposal.

2.06 RESERVATION AND/OR EXCEPTIONS

Reservations or exceptions shall be clearly stated in writing and attached to the proposal. They will be deemed to be a part of and incorporated into the proposal. Bidders are advised that if such reservations or exceptions constitute a substantial deviation from the advertised terms and conditions, their proposals may be rendered non-responsive. The bidder shall make no additional stipulations on the proposal nor qualify it in any other manner.

2.07 BID SECURITY

If so stipulated in the advertisement or invitation to bid, each proposal shall be accompanied by a bid security in the required form and amount pledging that the bidder will enter into a contract with the Owner on the terms stated in their proposal and will, if required, furnish bonds as described hereunder in Section 8.3 covering the faithful performance of the contract and the payment of all obligations arising there under. Should the bidder refuse to enter into such contract or fail to furnish such bond, if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. The Owner will have the right to retain the bid security of bidders until either (a) the contract has been executed and bonds, if required, have been furnished or (b) the specified time has elapsed for proposals to be withdrawn, or (c) all proposals have been rejected.

2.08 DELIVERY OF PROPOSAL

Each proposal shall be placed in an opaque envelope and securely sealed. The envelope shall be so marked as to indicate the name and address of the bidder, the type of work and the project designation. If mailed, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "PROPOSAL ENCLOSED" on the face thereof. All proposals shall be in the office of the designated recipient before the time set for bid opening.

2.09 OPENING OF PROPOSALS

Proposals will be opened publicly and read aloud at the time, date and place designated in the advertisement.

2.10 EVALUATION OF PROPOSALS

The Owner reserves the right to reject any proposal if it shows any omissions, alterations, irregularities, is submitted subsequent to the opening of the first proposal, or is unaccompanied by any required bid security. The bidder further acknowledges the right of the Owner to reject all proposals and re-advertise with the same or different bid documents. In any event, the Owner reserves the right to waive any informalities, irregularities or minor deviations in the proposal. Comparison of proposals will be made on the basis of the stated unit prices and unit prices will control in the event of a discrepancy between the unit price and the extension or summation thereof.

2.11 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

By submission of a proposal, each bidder certifies that:

- A. The prices in the proposal have been arrived at independently, without consultation, communication or agreement as to any matters relating to such prices with any other bidder or with any competitor for the purpose of restricting competition;
- B. The prices which have been quoted in the proposal have not been or will not be knowingly disclosed to any other bidder or competitor prior to the opening of the proposals;
- C. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

PART 3. AWARD AND EXECUTION OF THE CONTRACT

3.01 AWARD OF THE CONTRACT

When the proposal of the lowest responsible bidder is accepted, and within 30 days after opening, the Owner will send him the necessary contract documents and a notice that the contract has been awarded to him, subject to the furnishing of a performance and payment bond, where required.

3.02 PERFORMANCE AND PAYMENT BOND

Where required and prior to or at the time of the execution of the agreement the bidder determined to be the lowest responsible bidder shall furnish a public Contractor's bond as required by M.S.A. Section 574.26 et. seq. and amendments thereto. The successful bidder is required to use the performance and payment bonds included in the bid documents.

3.03 EXECUTION OF AGREEMENT

The lowest responsible bidder shall, within 15 days after receiving the notice of award, sign the agreement contained in the contract documents and return the signed agreement and other contract documents to the Owner. No proposal will be considered as binding on the Owner until the contract has been approved and executed by all parties.

3.04 FAILURE TO EXECUTE AGREEMENT

Upon the failure of the lowest responsible bidder to furnish an acceptable bond, where required, or to execute the agreement within the time above specified, the Owner may have the option to annul the award and retain the bid security accompanying the bid as liquidated damages and not as a penalty. This shall not be the sole remedy of the Owner but upon default by the bidder the Owner may adopt any legal remedy which it may see fit to adopt.

3.05 RETURN OF BID SECURITY

All bid securities, except that of the lowest responsible bidder, will be returned within 30 days after the date of the opening of proposals. The bid security of the lowest responsible bidder will be returned upon receipt of the properly executed agreement and bond.

PART 4. DRAWINGS, SPECIFICATIONS, & RELATED DATA

4.01 INTENT OF DRAWINGS AND SPECIFICATIONS

The intent of the drawings and specifications is that the Contractor shall furnish all labor and materials, equipment and transportation necessary for the proper execution of the work unless specifically noted otherwise. The Contractor shall do all the work shown on the drawings and described in the specifications and all incidental work considered necessary to complete the project in an acceptable manner, and to fully complete the work or improvement, ready for use, occupancy and operation by the Owner.

4.02 ORDER OF PRECEDENCE

If there be a conflict between or among any of the terms or provisions of the Contract Documents, the following order of precedence shall apply:

- A. Agreement
- B. Project Specifications and Special Provisions thereof
- C. Conditions of the Contract (general, supplementary and other conditions)
- D. Drawings
- E. Bid Proposal

4.03 DISCREPANCIES

Any ambiguity or discrepancy in the drawings and specifications, no matter how seemingly insignificant to the Contractor shall be brought immediately to the attention of the Consultant for clarification. Any Contractor who fails to bring any ambiguity or discrepancy of which it was or should have been aware, shall assume the risk of loss

because of, and shall be allowed no claim for the misinterpretation of the drawings and specifications contrary to the intended interpretation of the Consultant.

4.04 ADDITIONAL INSTRUCTIONS

Further or additional instructions may be issued by the Consultant during the progress of the work by the use of drawings or other means to clarify the contract documents or to explain or illustrate changes in the work to be done.

4.05 COPIES OF DRAWINGS AND SPECIFICATIONS FURNISHED

Except as provided for otherwise, two (2) full size copies of drawings and specifications shall be furnished to the Contractor without charge. Any additional copies requested by Contractor shall be furnished upon payment of charges made at the prevailing rate charged by the Owner.

4.06 DRAWINGS AND SPECIFICATIONS AT JOB SITE

One complete set of all drawings and specifications, addenda, approved shop drawings, change orders and other modifications shall be maintained by Contractor at the job site and shall be available to the Consultant at all times.

4.07 OWNERSHIP OF DRAWINGS AND SPECIFICATIONS

All drawings and specifications and copies thereof and other data furnished by the Consultant are and shall remain their property. They are to be used only with respect to this project and are not to be used on any other project. Said documents are to be returned or suitably accounted for to the Consultant on request at the completion of the work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the project is not to be construed as publication in derogation of the Consultant's common law copyright or other reserved rights.

4.08 DIMENSIONS

Figured dimensions on the plans will be used in preference to scaling the drawings. Where the work of the Contractor is affected by dimensions, these shall be determined by the Contractor at the site, and he shall assume the responsibility.

4.09 SAMPLES

All samples called for in the specifications or required by the Consultant shall be furnished by the Contractor and shall be submitted to the Consultant for their approval. Samples shall be furnished so as not to delay the project. The Contractor shall furnish such samples of material as may be required for examination and testing. All materials and workmanship shall be in accordance with approved samples. All samples of materials for tests shall be taken according to methods provided for in the specifications.

4.10 PRODUCT DATA

Product data are illustrations, standard schedules, performance charts, instruction, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the work.

4.11 SHOP DRAWINGS

- A. The Contractor shall provide shop drawings, settings, schedules and such other drawings as may be necessary for the prosecution of the work in the shop and in the field as required by the drawings, specifications or Consultant's instructions. Deviations from the drawings and specifications shall be called to the attention of the Consultant at the time of the first submission of shop drawings and other drawings for approval. The Consultant's approval of any drawings shall not release the Contractor from responsibility for such deviations.
- B. Shop drawings shall be promptly submitted by the Contractor after he has reviewed, checked and approved the data to determine that they are in harmony with the requirements of the project and with the provisions of the contract documents and after he has verified all field measurements and construction criteria, materials, catalog numbers and similar data. In submitting the shop drawings, the Contractor is certifying that the work represented by the shop drawings is recommended by the Contractor.

C. Shop drawings shall be submitted according to the following schedule:

1. Three (3) copies shall be submitted with reasonable promptness and in such sequence as to prevent delay of the work.
2. The Consultant shall, within 14 days of the submittal of any shop drawings, return one copy to the Contractor marked with corrections and changes.
3. The Contractor shall then promptly correct the shop drawings to conform to the corrections and changes requested by the Consultant.
4. Following completion of such corrections and changes, the Contractor shall promptly furnish the Consultant two copies of the shop drawings conforming to the required corrections and changes.

4.12 QUALITY OF EQUIPMENT AND MATERIALS

- A. In order to establish standards of quality, the Consultant, in the specifications, has referred to certain products by name and catalog number. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers where fully suitable in design unless otherwise specifically stated in the specifications or special provisions.
- B. The Contractor shall furnish the complete list of proposed desired substitutions prior to executing the agreement, together with such engineering and product data as the Consultant and Owner may require.
- C. The Contractor shall abide by the Owner's recommendation when proposed substitute materials or items of equipment are not recommended for installation and shall furnish the specified material or item of equipment in such case. All proposals for substitutions shall be submitted in writing by the general Contractor and not by individual trades or material suppliers. The Owner will review proposed substitutions and make their recommendations in writing within a reasonable time.

4.13 FURNISHING OF PRODUCT DATA

- A. The Contractor shall furnish one copy of complete product data for every manufactured item of equipment and all components to be used to perform the work, including specific performance data, material description, rating, capacity, working pressure, material gauge or thickness, brand name, catalog number and general type.
- B. This data shall be compiled by the Contractor and reviewed by the Consultant before any of the equipment is ordered.
- C. All data shall be indexed according to specification section and paragraph for easy reference.
- D. After review, this data shall become a part of the contract, and may not be deviated from except upon written approval of the Consultant.
- E. Product data for equipment reviewed by the Consultant does not in any case supersede the contract documents. The review of the Consultant shall not relieve the Contractor from responsibility for deviations from drawings or specifications unless he has in writing called the Consultant's attention to such deviations at the time of furnishing said data. Nor shall such review relieve the Contractor from responsibility for errors of any sort in the items furnished. The Contractor shall check the work described by the product data with the contract documents for deviations and errors.
- F. It shall be the responsibility of the Contractor to ensure that items to be furnished fit the space available. He shall make necessary field measurements to ascertain space requirements, including those for connections, and shall order such sizes and shapes of equipment that the final installation shall suit the true intent and meaning of the drawings and specifications.
- G. Where equipment requiring different arrangement of connections from those shown is approved, it shall be the responsibility of the Contractor to install the equipment so as to allow for proper operation and to be in harmony with the intent of the drawings and specifications, and to make all changes in the work required by the different arrangement of connections.

- H. Product data shall be promptly submitted by the Contractor after he has reviewed, checked and approved the data to determine if they are in harmony with the requirements of the project and with the provisions of the contract documents and after he has verified all field measurements and construction criteria, materials, catalog numbers and similar data. In submitting the product data, the Contractor is certifying that the work represented by the data is recommended by the Contractor.

PART 5. CONSULTANT-OWNER-CONTRACTOR RELATIONS

5.01 CONSULTANT'S RESPONSIBILITY AND AUTHORITY

- A. The Consultant and Owner shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of drawings and specifications and all questions as to the acceptable fulfillment of the contract on the part of the Contractor.
- B. Claims, disputes, disagreements, or other matters in question between the Contractor and the Owner relating to the execution or progress of the work or the interpretation of the contract documents shall be referred initially to the Consultant for decision which he will render in writing within a reasonable time.

5.02 OBSERVATION OF WORK

All materials and each part or detail of the work shall be subject at all times to observation by the Consultant and the Owner, and the Contractor will be responsible for strict adherence to the true intent of the specifications in regard to quality of materials, workmanship, and the diligent execution of the work. Such observations may include mill, plant, or shop inspection, and any material furnished under these specifications is subject to such observation. The Consultant shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make their observations and construction review.

5.03 CONTRACTOR'S SUPERINTENDENT

A competent superintendent, who is acceptable to the Owner, shall give efficient supervision to the work until its completion and shall be available to the work site when given verbal notice. The superintendent shall have full authority to act on behalf of the Contractor, and all communications given to the superintendent or in their absence the project foreman, shall be as binding as if given to the Contractor. Important communications shall be confirmed by the Consultant in writing. Other communications shall be so confirmed upon written request of the Contractor. It shall be the responsibility of the Contractor's superintendent to coordinate the work of all the subcontractors. When required, the superintendent shall be present on the site to perform adequate supervision and coordination.

5.04 ASSIGNMENT OF CONTRACT

The Contractor shall neither sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of their right, title or interest therein, or their obligations hereunder, nor, if the Contractor is a corporate entity, sublet, sell, transfer or assign a majority of the outstanding shares of stock in the corporation, without prior written consent of the Owner. In case written consent is given, the Contractor will be permitted to sublet a portion of the contract or corporate stock thereof, but shall perform, with their own organization, work amounting to not less than 50% of the total original contract cost. No subcontracts or transfer of contract or corporate stock shall release the Contractor of their liability under the contract or bonds.

5.05 SUSPENSION OF WORK

- A. The Owner or Consultant shall have the authority to suspend the work, wholly or in part, for such period or periods, as he may deem necessary, due to unsuitable weather or such other conditions as are considered unfavorable for prosecution of the work, or failure on the part of the Contractor to carry out the provisions of the contract or to supply materials meeting the requirements of the specifications.
- B. Said suspension shall be effective provided the Owner gives the Contractor three (3) days written notice of suspension. The Contractor shall resume the work within ten (10) days after notice to resume work is given by the Owner to the Contractor.

5.06 OWNER'S RIGHT TO CORRECT DEFICIENCIES

Where it is not an emergency and upon failure of the Contractor to perform the work in accordance with the contract documents, including any requirements with respect to the schedule of completion, and after five (5) days written notice to the Contractor, the Owner may, without prejudice to any other remedies he may have, correct such deficiencies. In the case of an emergency the Owner shall have the right to correct the defective work immediately with payment pursuant to Section 10.13.

5.07 OWNER'S RIGHT TO TERMINATE CONTRACT AND COMPLETE THE WORK

- A. If the Contractor defaults or neglects to carry out the work in accordance with the contract documents, the Owner shall have the right to terminate the employment of the Contractor after giving ten (10) days written notice of termination to the Contractor. In the event of such termination, the Owner may take possession of the work and of all materials, tools and equipment thereon and may finish the work by whatever method and means he may select. Tools and equipment are defined as those items included in the proposal form and are not intended to be construed as being the Contractor's equipment used for installation purposes.
- B. It may be considered a default at the sole discretion of the Owner if the Contractor shall:
 - 1. File a petition in bankruptcy, attempt a reorganization under the bankruptcy laws, become insolvent, make a general assignment for the benefit of their creditors, or if a trustee or receiver be appointed;
 - 2. Disregard or violate the provisions of the contract documents, laws, regulations or orders of any public body having jurisdiction or fail to prosecute the work according to the agreed schedule of completion, including extensions thereof; or
 - 3. Fail to provide a competent superintendent, workmen or subcontractor, or proper materials, or fail to make prompt payments thereof.

5.08 CONTRACTOR'S RIGHT TO SUSPEND OR TERMINATE CONTRACT

- A. The Contractor may suspend the work or terminate the contract after giving ten (10) days written notice to the Owner and the Consultant due to the occurrence of any one of the following:
 - 1. If an order of any court or other public authority caused the work to be stopped or suspended for a period of 90 days through no act or fault of the Contractor or any of their employees;
 - 2. If the Consultant should fail to act upon any request for payment within 20 days after it is presented in accordance with the conditions of the contract;
 - 3. If the Owner should fail to act upon any request for payment within 30 days after its approval by the Consultant; or

5.09 RIGHTS OF VARIOUS INTERESTS

Wherever work being done by the Owner's forces or by other Contractors is contiguous to work covered by this contract, the respective rights of the various interests involved shall be established by agreement to secure the completion of the various portions of the work in general harmony.

5.10 SEPARATE CONTRACTS

The Owner may let other contracts in connection with the work of the Contractor. The Contractor shall cooperate with other Contractors with regard to storage of materials and execution of their work. It shall be the Contractor's responsibility to inspect all work by other Contractors affecting their work and to report to the Consultant any irregularities which will not permit him to complete their work in a satisfactory manner. Their failure to notify the Consultant of such irregularities shall indicate the work of other Contractors has been satisfactorily completed to receive their work. The Contractor shall not be responsible for defects of which he could not have known, which develop in the work of others after the work is completed. It shall be the responsibility of the Contractor to measure the completed work in place and report to the Consultant immediately any difference between completed work by others and the drawings.

5.11 SUBCONTRACTS

- A. Unless otherwise specified in the contract documents, the Contractor shall, upon receipt of the executed contract documents, submit in writing to the Owner the names of all subcontractors proposed for the work. Subcontractors may not be changed except at the request or with the consent of the Owner.
- B. The Contractor is responsible to the Owner for the acts and omissions of their subcontractors, and of their direct and indirect employees, to the same extent as he is responsible for the acts and omissions of their employees.
- C. The contract documents shall not be construed as creating any contractual relation between the Owner, the Consultant and any subcontractor.
- D. The Contractor agrees to bind every subcontractor and every subcontractor agrees to be bound by the terms of the contract documents as far as applicable to their work.
- E. For convenience of reference and to facilitate the letting of contracts and subcontracts, the specifications are separated into titled sections. Such separations shall not, however, operate to make the Consultant an arbiter to establish limits to the contracts between Contractor and subcontractors.

5.12 WORK DURING AN EMERGENCY

- A. In any emergency affecting the safety of persons or property, the Contractor shall act to prevent threatened damage, injury or loss. In all cases, he shall as soon as practicable, notify the Owner of the emergency and he shall not wait for instructions before proceeding to protect both life and property.
- B. Any additional compensation or extension of time claimed by the Contractor on account of said emergency work shall be determined under Section 10.10.

5.13 ORAL AGREEMENTS

Verbal orders and suggestions as to the performance of the work may be given from time to time by the Consultant, or by other representatives of the Owner. However, when in the opinion of the Contractor, such verbal orders or suggestions entitle him to a change in contract price or time or both, he must request a change order from the Owner. No verbal order or suggestion of any representative or employee of the Owner, or of any other person, shall be construed as authorizing any claims on the part of the Contractor for extra compensation for labor, material, or other items pertaining to such work, or for damages or any other expenses incurred because of the Contractor's compliance therewith.

5.14 NONDISCRIMINATION IN EMPLOYMENT

- A. For work under this contract the Contractor must agree:
 - 1. That in the hiring of common or skilled labor for the performance of any work under this contract or any subcontract hereunder, no Contractor, material supplier or vendor shall, by reason of race, creed, color or national origin, discriminate against the person or persons who are qualified and available to perform the work to which such employment relates.
 - 2. That no Contractor, material supplier or vendor shall, in any manner, discriminate against or intimidate or prevent the employment of any person or persons, or on being hired, prevent or conspire to prevent any person or persons from the performance of the work under this contract on account of race, creed, color or national origin.
 - 3. Violation of this section shall be cause for cancellation or termination of this contract.

PART 6. AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

6.01 LANDS BY OWNER

The Owner shall provide, not later than the date specified in the construction schedule as approved by the Consultant, the lands shown on the drawings upon which the work under the contract is to be performed. The Owner shall also provide rights-of-way for access thereto. Any delay in furnishing these lands by the Owner shall be deemed proper cause for consideration of adjustment in the time of completion.

6.02 LANDS BY CONTRACTOR

Any additional land and access thereto not shown on the drawings that may be required for temporary construction facilities or for storage of materials shall be provided by the Contractor with no liability to the Owner. The Contractor shall confine their apparatus and storage of materials and operation of their workmen to those areas described in the drawings and specifications and such additional areas which he may provide at their expense. The Contractor shall notify the Consultant in writing of those lands provided at their expense.

6.03 PRIVATE PROPERTY

The Contractor shall not enter upon private property for any purpose without obtaining permission from the Owner thereof, and he shall be responsible for the preservation of all public property, trees, monuments, etc., along and adjacent to the site, and shall use every precaution necessary to prevent damage or injury thereto. He shall protect carefully from disturbance or damage all monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed.

6.04 SURVEYS AND STAKES

Unless otherwise specified, the Consultant retained by the Owner shall establish all points of reference including staking for proposed work. Based upon the information provided by the Consultant, the Contractor shall develop and make all detail surveys necessary for construction, including laser, and other working points, lines and elevations. The Contractor shall be responsible for carefully preserving bench marks, reference points and stakes, and, in the case of destruction thereof resulting from their negligence or otherwise, the Contractor shall be charged with the expense and damage resulting there from and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes.

6.05 UTILITIES

The Contractor shall be solely responsible for verifying the exact location of all utilities. Prior to the start of any construction, the Contractor shall notify all utility companies having utilities in the project area. The Contractor shall have sole responsibility for providing temporary support and for protecting and maintaining all existing utilities in the project area during the entire period of construction including, but not limited to, the period of excavation, backfill and compaction. In carrying out this responsibility, the Contractor shall exercise particular care, whenever gas mains or other utility lines are crossed, to provide compacted backfill or other stable support for such lines to prevent any detrimental displacement, rupture or other failure.

PART 7. MATERIALS AND WORKMANSHIP

7.01 MATERIALS FURNISHED BY CONTRACTOR

- A. All materials used in the work shall be new unless otherwise provided for in the contract documents, shall meet the requirements of the specifications, and shall not be incorporated into the work until reviewed by the Consultant.
- B. Unless otherwise specifically indicated in the contract documents, all materials necessary for the proper execution of the work shall be furnished and paid for by the Contractor, whether temporary or not and whether incorporated into the work or not.

7.02 MATERIALS FURNISHED BY OWNER

- A. Materials specifically indicated shall be furnished by the Owner. Before incorporating any of the materials into the work, the Contractor shall inspect the materials so furnished by the Owner. If the Contractor discovers any defects in material furnished by the Owner, he shall notify the Consultant.
- B. Unless otherwise noted or specifically stated, materials furnished by the Owner are to be delivered to the site. The Contractor shall unload and properly protect all such materials from damage or loss. The Contractor shall be responsible for material loss or damage after receipt of material at the point of delivery.

7.03 STORAGE OF MATERIALS

Materials shall be so stored by the Contractor as to ensure the preservation of their quality and fitness for the work. Stored materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the Owner or lessee thereof.

7.04 CONDUCT OF WORKMEN

The qualifications and conduct of workmen shall be in accordance with Mn/DOT Specification 1802.

7.05 REJECTED WORK AND MATERIALS

- A. All materials, whether furnished by the Owner or Contractor, which do not conform to the requirements of the contract documents, or which are not equal to samples or other product data reviewed by the Consultant, or which are in any way unsatisfactory to the Owner or unsuited to the purpose for which they are intended, shall be rejected. Any defective work whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause shall be removed within ten (10) days after written notice is given by the Owner, and the work shall be re-executed by the Contractor. The fact that the Consultant may have previously overlooked such defective work shall not constitute an acceptance of any part of it.
- B. Should the Contractor fail to remove rejected work or materials within (10) days after written notice to do so, the Owner may remove them and may store the materials.
- C. Correction of faulty work after final payment shall be in accordance with Section 10.22.

7.06 MANUFACTURER'S DIRECTIONS

Manufactured supplies, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

7.07 PLANT MATERIAL DAMAGE

The Contractor shall do all wound repair or pruning as necessary to ensure the protection of any damaged tree trunk or branch. The Consultant has the right to reject any plant that has been damaged beyond recovery for reasons of plant health or plant aesthetics.

7.08 WARRANTY

- A. A Contractor shall expressly warrant the workmanship, equipment and materials furnished to be in compliance with the terms of the contract documents. The said warranty shall extend for the period defined in the SPECIFICATIONS or as awarded in the case of ADD ALTERNATES. If any of the work is found to be defective or not in accordance with the contract documents, the Contractor shall correct the said condition promptly after receipt of written notice from the Owner. Prior to commencement of the corrective work, the Contractor shall provide insurance certificate policies, in accordance to Section 8 herein. So as to protect the Owner, it's Consultant or agents during the performance of the warranty work. Acceptance by the Owner for the purpose of beginning the warranty period will be deemed to be when the project is finally accepted by the Consultant.
- B. The Contractor's performance and payment bond delivered to the Owner pursuant to the contract shall cover the Contractor's obligations provided for herein.

7.09 INDEMNITY

- A. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless Owner, Owner's elected officials and employees, Consultant and the directors, officers, shareholders, employees and agents of any of the above mentioned parties (the 'Indemnified Parties') from and against any and all loss, cost, expense, damage, injury, liability, claim, demand, penalty or cause of action (including attorneys' fees), directly or indirectly arising out of, resulting from or related to (in whole or in part), (1) the Work performed hereunder, (2) the Contract or (3) the act or omission of Contractor, a Subcontractor or any individual, partnership, joint venture or corporation (a) directly or indirectly employed by Contractor or a Subcontractor or (b) for whose acts or omissions Contractor or a Subcontractor may be liable (excluding property damage to the Work itself, covered by the Owner's all-risk builder's risk insurance, subject to Contractor's liability for any deductible amount thereunder). The obligations of Contractor under this indemnification shall apply to all matters except those arising from the use and occupation by Owner and its invitees of the building being renovated and expanded pursuant to the Contract or except those arising from the gross negligence of Owner. Further, the obligations of Contractor under this indemnification shall not extend to the liability of the Architect, their agents or employees, arising out of (1) the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, design or Specifications or (2) the giving of or the failure to give directions or instructions by the Architect, their agents or employees provided such giving or failure to give is the provided such giving or failure to give is the primary cause of the injury or damage. Contractor shall promptly advise Owner in writing of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and Contractor, at Contractor's expense, shall assume on behalf of Owner and conduct with due diligence and in good faith the defense thereof with counsel satisfactory to Owner, provided, that Owner shall have the right to be represented therein by advisory counsel of its own selection and at its own expense; and provided further, that if the defendants in any such action include both Contractor and Owner and Owner shall have reasonably concluded that there may be legal defenses available to it which are different from or additional to, or inconsistent with, those available to Contractor, Owner shall have the right to select separate counsel to participate in the defense of such action on its own behalf at accordance with this indemnification paragraph, Owner, at its option, and without relieving Contractor of its obligation hereunder, may so perform, but all costs and expense incurred by Owner in that event shall be reimbursed by Contractor to Owner, together with interest on the same from the date any such expense was paid by Owner until reimbursed by Contractor, at the rate of interest provided to be paid on judgments, by law of the jurisdiction to which the interpretation of the Contract is subject.
- B. The obligations of Contract under this Section shall survive the expiration or termination of the Contract.
- C. In any and all claims against the Owner or the Consultant or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Section 8.2 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable or for the Contractor or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

7.10 PERFORMANCE AND PAYMENT BOND

The Contractor shall, at the time of their execution of the agreement furnish a performance and payment bond as security for the faithful performance and payment of all their obligations under the contract. Such bonds shall be in a sum equal to the contract amount. The form of the bond shall be as the Owner may prescribe and with a surety company authorized to do business in the state where the work is located and which is named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register.

7.11 PATENTS, FEES AND ROYALTIES

Contractor shall pay all license fees and royalties and assume all costs incidental to the use in the performance of the work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the contract documents for use in the performance of the work and if to the actual knowledge of Owner or Consultant its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall

be disclosed by Owner in the contract documents. Contractor shall indemnify and hold harmless, the Owner and Consultant, and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the work or resulting from the incorporation in the work of any invention, design, process, product or device not specified in the contract documents, and shall defend all such claims in connection with any alleged infringement of such rights.

7.12 PERMITS AND LICENSES

All permits and licenses necessary for the performance of the work shall be secured by the Contractor prior to the commencement of the work.

7.13 LAWS, REGULATIONS AND SAFETY

- A. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If the Contractor observes that the specifications or drawings are at variance therewith, he shall give Consultant prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to Consultant, he shall bear all costs arising there from; however, it shall not be their primary responsibility to make certain that the specifications and drawings are in accordance with such laws, ordinances, rules and regulations.
- B. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - (1) all employees on the job and other persons who may be affected thereby;
 - (2) all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and
 - (3) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- C. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for its safety and protection. He shall notify Owners of adjacent utilities when prosecution of the work may affect them. All damage, injury or loss to any property referred to in Sections 8.6.2 (b) and (c) caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by Contractor. The Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and Consultant has issued a notice to Owner and Contractor that work is acceptable.
- D. The Contractor shall designate a responsible member of their organization at the site whose duty shall be the prevention of accidents.
- E. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to Owner.

7.14 WARNING SIGNS AND BARRICADES

The Contractor shall provide adequate signs, barricades, colored lights and/or watchmen and take all necessary precautions for the protection of the work and the safety of the public. All barricades and obstructions shall be protected at night by colored signal lights which shall be kept in operation from sunset to sunrise.

7.15 PUBLIC CONVENIENCE

The Contractor shall at all times conduct their work as to ensure the least possible obstruction to traffic and

inconvenience to the general public and the residents in the vicinity of the work, and to ensure the protection of persons and property. No road or street shall be closed to the public except with the permission of the Owner and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the Contractor to ensure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches and irrigation ditches, which shall not be obstructed.

7.16 CROSSING UTILITIES, ETC

Intentionally left blank.

7.17 SANITARY PROVISIONS

The Contractor shall provide and maintain such sanitary facilities for the use of their employees and those of their subcontractors as may be necessary to comply with the laws, rules or regulations of the Federal, State and local governments, or agencies or departments thereof.

7.18 PRESERVATION OF HISTORICAL OBJECTS

- A. Where historical objects of potential archeological or paleontological nature are discovered within the areas on which the Contractor's operations are in progress, the Contractor shall restrict or suspend their operations in the immediate area of the discovery as may be necessary to preserve the discovered objects until the Owner has made arrangements for their disposition or has recorded the desired data relative thereto.
- B. The Contractor shall immediately notify the Owner of any historical objects he may discover or become aware of as the work is being prosecuted, and shall aid in the preservation and salvage program decided upon, as may be requested or ordered by the Owner. No work which the Contractor considers to be extra work shall be performed without the written authorization of the Owner.
- C. The Owner shall have the right to restrict or suspend the Contractor's operations in the immediate area where historical objects are discovered for a period not to exceed 72 hours, without claim being made by the Contractor for any damages he might suffer as a result thereof. Any restrictions imposed shall not remain in effect for a period exceeding 72 hours unless mutually agreed to in writing.

PART 8. PROGRESS AND COMPLETION OF WORK

8.01 NOTICE TO PROCEED

The date of commencement of the work is the date set forth in the notice to proceed. If there is no notice to proceed, commencement shall be the date of the contract or such other date as may be established therein. Thereupon, the Contractor shall begin and shall prosecute the work regularly and without interruption, unless otherwise directed in writing by the Owner, with such manpower and equipment as is necessary to complete the work within the time stated in the contract documents.

8.02 CONTRACT TIME

The Contractor shall complete, in an acceptable manner, all of the work contracted for in the time stated in the contract documents.

8.03 SCHEDULE OF COMPLETION

The Contractor shall submit, at such time as may reasonably be requested by the Consultant, schedules which shall show the order in which the Contractor proposes to carry on the work, with dates at which the Contractor will start the several parts of the work and estimated dates of completion of the several parts. The construction schedule shall be submitted for approval by the Consultant and Owner no later than 10 days after pre-construction conference.

8.04 CHANGES IN THE WORK – CHANGE ORDERS

- A. A change order is a written order to the Contractor signed by the Owner, issued after execution of the contract, authorizing a change in the work or an adjustment in the contract sum or contract time. A change order signed by the Contractor indicates their agreement therewith, including the adjustment in the contract sum or contract time.
- B. Without invalidating the contract, the Owner may, at any time or from time to time order additions, deletions or modifications in the work; these will be authorized by change orders. Upon receipt of a change order, Contractor shall proceed with the work involved. All such work shall be performed under the applicable conditions of the contract documents. If any change order causes an increase or decrease in the contract price or an extension or shortening of the contract time, an equitable adjustment will be made as provided in Section 10 if requested by either party.
- C. Additional work performed by the Contractor without authorization of a change order will not entitle him to an increase in the contract price or an extension of the contract time, except in the case of an emergency as provided in Section 5.14 and except as provided in Section 9.4.2.
- D. Minor Changes in the Work. Consultant may authorize minor changes or alterations in the work not involving extra cost and not inconsistent with the overall intent of the contract documents. These may be accomplished by a work order. If Contractor believes that any minor change or alteration authorized by Consultant entitled him to an increase in the contract price, he may make a claim therefore as provided in Section 10.
- E. Extra Work. New and unforeseen items of work found by Consultant or Owner to be necessary and which cannot be covered by any item or combination of items for which there is a contract price shall upon notice thereof to the Owner and not more than 20 days after discovery thereof be classed as extra work. The Contractor shall do such extra work and furnish such material as may be required for the proper completion or construction of the whole work contemplated upon written order from the Owner as approved by the Consultant. In the absence of such written order, no claim for extra work shall be considered. Extra work shall be performed in accordance with these specifications where applicable and work not covered by the specifications or special provisions shall be done in accordance with the best practice and in a workmanlike manner. Extra work required in any emergency to protect life and property shall be performed by the Contractor as required.
- F. Claims for Additional Cost. If the Contractor wishes to make a claim for an increase in the contract sum, he shall give the Owner and Consultant written notice thereof within 20 days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with Section 5.14. No such claim shall be valid unless so made. If the Owner and the Contractor cannot agree on the amount of the adjustment in the contract sum, it shall be determined by the Consultant. Any change in the contract sum resulting from such claim shall be authorized by change order.
- G. Overrun of Unit Price Items. The Owner recognizes that the bid price is based on estimated quantity multiplied by unit price for each of the said quantities. The Owner also recognizes the contract calls for a final contract price, which are the actual quantities used on the project multiplied by the unit price bid for each specific bid item. The Owner limits herein the amount the Owner will pay for increases in the number of units applied to the project over and above the estimated number of units as set forth in the plans and specifications.

- H. Unless a change order in writing is approved by the Owner or the Consultant in cases of change orders amounting to less than \$5,000.00 in value, the Owner will not pay for an increase in units of any bid item wherein the increase will do either or both of the following: exceeds by 10% or more the estimated number of units as set forth in the plans and specifications, or increases the estimated number of units so as to increase the estimated contract price by more than \$1,000.00.
- I. Change orders under \$5,000.00 authorized by the Owner and Consultant to prevent delay to the project shall be submitted to the Owner at the next succeeding Owner meeting.)

8.05 USE OF COMPLETED PORTIONS

The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired. The Owner will seek to minimize the delay to the Contractor occasioned by the Owner's occupancy before acceptance.

8.06 EXTENSION OF CONTRACT TIME

A delay beyond the Contractor's control occasioned by an Act of God, or act or omission on the part of the Owner or by strikes, lockouts, fire, etc., may entitle the Contractor to an extension of time in which to complete the work as determined by the Owner provided, however, that the Contractor shall immediately give written notice to the Owner of the cause of such delay.

8.07 LIQUIDATED DAMAGES

- A. Time is the essence of the contract. The Contractor therefore agrees that the Owner will be entitled to damages for failure on the part of the Contractor to complete the work within the time limits provided for in the contract documents.
- B. Should the Contractor neglect, refuse or otherwise fail to complete the project on or before the specified date, the amount of \$500 per day shall be deducted from any monies due or coming due to the Contractor or shall be paid to the Owner not as a penalty but as liquidated damages for each and every calendar day or portion thereof that the contract shall remain uncompleted after the specified date for completion, unless otherwise specified in the special provisions of the project specifications. Liquidated damages are specified herein because of the extreme difficulty of ascertaining and establishing the actual damages which the Owner would sustain.

PART 9. MEASUREMENT AND PAYMENT

9.01 DETAILED BREAKDOWN OF CONTRACT AMOUNT

Except in cases where unit prices form the basis for payment under the contract documents, the Contractor shall, within ten (10) days of receipt of the contract documents, submit an itemized breakdown of the contract amount having the value, including an allowance for profit and overhead, assigned to each part of the work. Unless the breakdown of the contract amount is objected to by the Owner, it shall be used as the basis for all requests for payment.

9.02 REQUEST FOR PAYMENT

- A. The Contractor may submit periodically, but not more than once each month, at the end of the calendar month, a request for payment for work done and materials delivered and stored on the site. Payment for materials stored on the site will be conditioned on the following:
 - (1) The Contractor shall submit evidence to establish the Owner's title to such materials.
 - (2) Acceptable provisions have been made for storage.
 - (3) The Contractor is responsible for all loss, theft, vandalism, storage and similar peril for the full value of the stored material.

- B. Each request for payment shall be itemized and computed as to work completed on all items listed in the detailed breakdown of contract amount less 5% to be retained until 95% of final completion and acceptance of the work, and less previous payments. Where unit prices are specified, the request for payment shall be based on the quantities completed.
- C. After 95% of the work has been completed the Owner, pursuant to Minnesota Statutes, Section 429.041, Subd. 6, shall upon the request of the Contractor consider, after receiving the Consultant's recommendation, such portions of the retained price to be released as the Owner's governing body determines are not required to be retained to protect the Owner's interest in satisfactory completion of the contract.

9.03 CONSULTANT'S ACTION ON A REQUEST FOR PAYMENT

- A. Within 10 days of submission of any request for payment by the Contractor, the Consultant shall:
 - (1) Approve the request for payment as submitted and forward it to the Owner.
 - (2) Approve such other amount as he shall consider is due the Contractor informing the Contractor in writing of their reasons for approving the modified amount.
 - (3) Withhold the request for payment, informing the Contractor in writing of their reasons for withholding it.

9.04 OWNER'S ACTION ON AN APPROVED REQUEST FOR PAYMENT

- A. Within 20 days from the date of approval of a request for payment by the Consultant, the Owner shall:
 - (1) Pay the request for payment as approved by the Consultant.
 - (2) Pay such other amount in accordance with Section 10.5 as he shall decide is due the Contractor, informing the Contractor and the Consultant in writing of its reasons for paying the modified amount.
 - (3) Withhold payment in accordance with Section 10.5 informing the Contractor and the Consultant in writing of its reasons for withholding payment.

9.05 OWNER'S RIGHT TO WITHHOLD PAYMENT

- A. The Owner may withhold payment in whole or in part to the extent necessary to protect itself from loss on account of any of the following causes:
 - (1) Violation of any of the terms of the contract documents.
 - (2) Defective work not remedied.
 - (3) (c) Reasonable evidence indicating potential filing of claims by other parties against the Contractor or Owner.
 - (4) Failure of the Contractor to make payments to subcontractors, material suppliers.
 - (5) Damage to the Owner or any other party.
- B. When any of the above grounds for which payment is being withheld is removed, payment shall be made for the amount withheld.

9.06 INTEREST ON UNPAID REQUESTS FOR PAYMENT

Should the Owner fail to pay an approved request for payment within 60 days from the date of approval by the Consultant, and should it fail to inform the Consultant and the Contractor in writing of its reasons for withholding payment, the Owner shall pay the Contractor interest on the unpaid amount of the request for payment pursuant to Minnesota Statutes Section 429.041, Subdivision 6.

9.07 PAYMENT FOR REJECTED WORK AND MATERIALS

Should the Owner direct the Contractor to not correct work that has been damaged or that has not been performed in accordance with the contract documents; an equitable deduction from the contract amount shall be made by means of a change order to compensate the Owner for the uncorrected work.

9.08 PAYMENT FOR REJECTED WORK AND MATERIALS

- A. The removal of work and materials rejected under Section 7.5 and the re-execution of acceptable work by the Contractor shall be at the expense of the Contractor, and he shall pay the cost of replacing the work of other Contractors destroyed or damaged by the removal of the rejected work or materials and the subsequent replacement of acceptable work.
- B. Removal of rejected work or materials and storage of materials by the Owner in accordance with Section 7.5 shall be paid by the Contractor within 30 days after written notice to pay is given by the Owner. If the Contractor does not pay the expenses of such removal the Owner may, after ten (10) days from the giving of written notice to the Contractor of the Owner's intent to sell the materials, sell the materials at auction or at private sale and shall pay to the Contractor the net proceeds there from after deducting all the costs and expenses that should have been borne by the Contractor.

9.09 PAYMENT FOR INCREASED OR DECREASED QUANTITIES

Whenever the quantity of any item of work as given in the proposal shall be increased or decreased payment for such item will be made on the basis of actual quantity completed, at the contract unit price for such item. No payment will be made for quantities placed without the prior written approval of the Owner.

The Owner reserves the right to increase or decrease, by 25% of the original contract quantity, any of the quantities shown. In the event the actual quantities differ more than 25% of the original contract quantity, an equitable revision of the unit price shall be made when requested by either the Owner or the Contractor. This 25% limit does not apply to items specifically excluded or listed as optional by the Owner, nor to minor contract items (items amounting to 10% or less of the total contract).

9.10 PAYMENTS FOR EXTRA WORK

Written notice of claims for payments for extra work shall be given by the Contractor within ten (10) days after receipt of a written order from the Owner to proceed with the extra work and also before any work is commenced by the Contractor, except in emergency situations endangering life or property. No claim shall be valid unless so made. In all cases, the Contractor's itemized estimate sheets showing all labor and material shall be submitted to the Owner. The Owner's written order for extra work shall specify any extension of the contract time and one of the following methods of payments:

- A. Unit prices or combinations of unit prices which formed the basis of the original contract.
- B. A lump sum based on the Contractor's estimate, approved by the Consultant and accepted by the Owner.
- C. Actual cost plus overhead and profit as follows:
 - (1) The "actual cost" shall include labor, materials, and equipment necessary to complete the work as ordered by the Consultant.
 - (2) The Contractor shall be paid for all labor, and the foreman in direct charge, for every hour they are actually engaged in the force account work. An amount equal to 45% of the sum of the above labor wage items will be paid the Contractor as full compensation for Workmen's Compensation, Social Security, pension and retirement allowances, and insurance, or other regular payroll deductions.
 - (3) Equipment used, which has authorization by the Consultant, shall be paid for per the equipment rental rates in the Rental Rate Blue Book. The rates shall be paid for the actual time the equipment is in operation on the extra work items. Travel time to and from the job site will be allowed at rental rates when the equipment is moved under its own power. Where transportation is accomplished by other than its own power, the cost of the transport shall be paid for as approved by the Consultant. Equipment rates will have no percentages added to them for overhead or profit.
 - (4) Materials accepted by the Consultant and used, including transportation costs for delivery but exclusive of machinery rentals as set forth above, will be reimbursed to the Contractor for actual costs plus 15%.

9.11 RESPONSIBILITY OF THE CONTRACTOR

A. Unless specifically noted otherwise, the Contractor shall furnish all materials and services and perform all the work described by the contract documents or shall have all materials and services furnished and all the work performed at their expense. It shall be the Contractor's responsibility to pay for:

- (1) Replacement of survey bench marks, reference and stakes provided by the Owner under Paragraph 6.4.
- (2) Lands by Contractor provided in accordance with Paragraph 6.2.
- (3) Insurance obtained in accordance with Paragraphs 8.1 and 8.2.
- (4) Performance Bond obtained in accordance with 8.3.
- (5) Royalties required under Paragraph 8.4.
- (6) Permits and Licenses required of the Contractor and all subcontractors.

9.12 PAYMENT FOR WORK SUSPENDED BY THE OWNER

If the work or any part thereof shall be suspended by the Owner as provided in Section 5.7 and abandoned by the Contractor, the Contractor will then be entitled to payment for all work done on the portions so abandoned. No payment will be made for work deleted from the project which has not been started by the Contractor.

9.13 PAYMENT FOR WORK BY THE OWNER

The cost of the work performed by the Owner in taking possession of the work and equipment, tools and supplies in accordance with Section 5.9 and in correcting deficiencies as provided in Section 5.8 shall be paid by the Contractor.

9.14 PAYMENT FOR WORK BY THE OWNER FOLLOWING OWNER'S TERMINATION OF THE CONTRACT

Upon termination of the contract by the Owner pursuant to Section 5.9, no further payments shall be due the contract or until the work is completed by the Owner. If the unpaid balance of the contract amount shall exceed the cost of completing the work including all overhead costs, the excess shall be paid to the Contractor. If the cost of completing the work shall exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The cost incurred by the Owner, as herein provided, and the damage incurred through the Contractor's default, shall be approved in writing by the Consultant and certified in writing by the Owner.

9.15 PAYMENT FOR WORK TERMINATED BY THE CONTRACTOR

Upon suspension of the work or termination of the contract by the Contractor pursuant to Section 5.10 the Contractor shall recover payments from the Owner for the work performed, plus loss on plant and materials, plus a reasonable profit on work performed.

9.16 PAYMENT FOR SAMPLES AND TESTING OF MATERIALS

Samples furnished in accordance with Section 4.9 shall be furnished by the Contractor at their expense. Testing of samples and materials furnished in accordance with Section 4.9 shall be arranged and paid for by the Owner, unless said tests fail, in which case they shall be paid for by the Contractor.

9.17 REMOVAL OF CONSTRUCTION EQUIPMENT, TOOLS AND SUPPLIES

At the termination of this contract, but before acceptance of the work by the Owner, the Contractor shall remove all of their equipment, tools and supplies from the work site. Should the Contractor fail to remove such equipment, tools, and supplies, the Owner shall have the right to remove them with the cost of such removal to be charged to the Contractor.

9.18 CLEANING UP

Contractor shall keep the work site free from accumulations of waste materials, rubbish and other debris resulting from the work, and at the completion of the work he shall remove all waste materials, rubbish and debris from and about the work site as well as all tools, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by Owner. Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

9.19 EXAMINATION OF COMPLETED WORK

If the Owner requests it, the Contractor at any time before acceptance of the work shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed shall be paid for as extra work, but should the work so exposed or examined prove unacceptable, the uncovering, removing and replacing shall be at the Contractor's expense.

9.20 RELEASE OF LIENS

Before any retained amounts are released or final payment is made, the Contractor shall submit with their application for payment to the Owner (1) an affidavit stating all payables, bills for materials and equipment and other indebtedness connected with the work for which the Owner or their property might in any way be responsible, have been paid or satisfied; and (2) consent of surety, if any, to final payment. If any subcontractor or material supplier refuses to furnish releases or receipts in full, Contractor may furnish a bond satisfactory to the Owner to indemnify him against such lien or claim.

9.21 ACCEPTANCE AND FINAL PAYMENT

- A. When the Contractor has completed the work in accordance with the terms of the contract documents, the Contractor shall request in writing final acceptance and the Consultant shall certify in writing their acceptance and their approval of the Contractor's final request for payment to the Owner, which shall be the contract amount plus all approved modifications, less all approved deductions and less previous payments made.
- B. The Owner shall accept the project within 60 days after receipt of the Contractor's request in writing or in the alternative notify the Contractor in writing the reasons why the project has not been accepted. The Owner's failure to respond within said 60-day period will be deemed to be acceptance of the project. Acceptance by the Owner for the purpose of beginning the warranty period will be deemed to be when the project is finally accepted by the Rosemount Park and Recreation Board.
- C. The Contractor shall furnish evidence that he has fully paid all debts for labor, materials and equipment incurred in connection with the work, following which the Owner shall accept the work and release the Contractor except as to the conditions of the performance bond, any legal rights of the Owner, required guarantees, and correction of faulty work after final payment under Section 10.22 and shall authorize payment of the Contractor's final request for payment.
- D. The Contractor must allow sufficient time between the time of completion of the work and approval of the final request for payment to allow the Consultant to assemble and check the necessary data.
- E. Before final payment is made, the Contractor shall make a satisfactory showing that he has paid the State and Federal income tax withheld from wages paid to the Contractor's employees for work performed under the contract.

9.22 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT

The approval of the final request for payment by the Consultant and the making of the final payment by the Owner to the Contractor shall not relieve the Contractor of responsibility for faulty materials or workmanship. The Owner shall promptly give written notice to the Contractor of faulty materials or workmanship and the Contractor shall promptly replace any such defects discovered within such time as may be prescribed by law or by the terms of special warranties required by the contract documents. The Consultant shall decide all questions arising under this paragraph and all such decisions shall be subject to arbitration under Section 5.3.

9.23 WAIVER OF CLAIMS

A. The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:

- (1) Unsettled liens or claims;
- (2) Faulty or defective work; Or
- (3) Failure of the work to comply with the requirements of the contract documents or the terms of any warranties specified therein.
- (4) The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final application for payment.

9.24 SEVERABILITY

If any provision of this contract is found to not be valid or enforceable, it shall not affect the validity or enforceability of the remaining provisions of the contract.

END OF SECTION

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**SECTION 01-7123
FIELD ENGINEERING**

PART 1. GENERAL

- 1.01 The Contractor is responsible for any, and all, surveying and construction staking required for the project. At a minimum, it is expected the Contractor's survey consultant will provide the following:
1. Staking of the center line of bridge and trails centerlines for line and grade
 2. Location and elevation of bridge abutments
 3. Final grades in project areas
- 1.02 The Contractor should verify staking prior to commencing any work on the site. If the Contractor finds the staking to be inaccurate, the Contractor shall notify the survey consultant so proper corrections can be made.
- 1.03 The Contractor shall establish and maintain benchmarks during the Contract Period.

END OF SECTION

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SECTION 31-1000 SITE PREPARATION AND DEMOLITION

PART 1. GENERAL

1.01 SCOPE OF WORK

- A. This Section includes all labor, materials, equipment and tools and related services necessary to make the removals and prepare the site for construction activities as described herein and as indicated on the Drawings.
- B. It is understood that the Bidder has visited and examined the project site, fully understands the existing and proposed conditions, and has made due allowances for them. No additional compensation will be allowed for work required because of Contractor's failure to do so.
- C. This Section includes all labor, material, equipment and related services necessary to do removals and site preparation indicated on the Drawings and/or specified herein.

1.02 TITLE OF PROPERTY

- A. All salvaged materials shall become the property of the Owner.

1.03 RISK OF LOSS

- A. Contractor shall accept site as he finds it and shall inform himself of its character. Damage or loss [whether by reason of fire, theft, or other happenings] shall be at the risk of the Contractor from the day he enters the premises for purpose of protecting the property, or from the day following receipt of Notice to Proceed, whichever is earlier, and no such damage or loss shall relieve Contractor from any obligation under the Contract.
- B. Before proceeding with any work and in any event within two days, exclusive of Saturdays and Sundays, after receipt of Notice to Proceed, Contractor shall arrange a meeting at the site for the purposes of inspecting the premises. Any claim by Contractor that property has been damaged from date of opening of bids must be made in writing to Owner within [3] days from date of inspection. Any dispute concerning questions of fact shall be resolved as provided in the Contract for settlement of disputes.

1.04 SUMMARY

- A. The work of this Section includes, but is not limited to:
 - 1. Protection of existing trees and vegetation
 - 2. Install construction entrance
 - 3. Install erosion control devices
 - 4. Miscellaneous removals
 - 5. Removal of debris

1.05 PROJECT CONDITIONS

- A. Conduct site demolition operations to ensure minimum interference with adjacent park facilities. Do not close or obstruct adjacent streets. Provide and erect all temporary planking, fencing, bracing, shoring, lights and warning signs required by jurisdictional authorities, applicable codes and site conditions.
 - 1. Existing Utilities - Contractor to verify the existence of all existing private and public utilities prior to commencing work.
 - a. PUBLIC UTILITIES: State law requires that the Contractor call 48 hours prior to conducting construction activities to arrange to have public utilities located.
 - b. Determine that all water, gas, sewers, electric services have been disconnected and capped before starting any demolition work.

1.06 MONUMENTS

- A. Maintain carefully all bench marks, monuments and other reference points. If disturbed or destroyed, have replaced or relocated by a Registered Land Surveyor at the Contractor's expense.

1.07 STANDARDS

- A. All construction operations to comply with MnDOT Specifications 1717 AIR, LAND AND WATER POLLUTION and Specification 1803.5 EROSION CONTROL.

1.08 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

PART 2. EXECUTION

2.01 SILT FENCE

- A. Install silt fences conforming to MnDOT 3886, Preassembled silt fence specification. Install prior to any grading or site disturbance where indicated on the drawings. The silt fence shall be Geofab, Amoco Silt Stop, or approved equal. The spacing of the support posts shall be a maximum of five feet (5'). The fabric shall be anchored in a trench not smaller than six inches (6") wide. The trench shall be backfilled with compacted natural soil. The CONTRACTOR shall replace any unapproved filtration fabric. The CONTRACTOR shall correct any erosion or sedimentation damage created outside the construction limits of the project, if directly caused by the CONTRACTOR'S operation, with no additional compensation. Leave in place until the Owner authorizes removal, then remove within 30 days of authorization.

2.02 CONSTRUCTION ENTRANCE

- A. Install and maintain rock construction entrances as detailed and in the locations shown on the drawings. The entrances shall be maintained throughout the construction period.

2.03 EXAMINATION AND PREPARATION

- A. Discrepancies, irregularities, in the Construction Documents shall be brought to the attention of the Landscape Architect. When removal operations are started by this Contractor, it is assumed that this Contractor has accepted existing conditions.

2.04 GENERAL REMOVALS

- A. Remove existing items as indicated on the drawings.

2.05 MISCELLANEOUS REMOVALS

- A. Contact the landscape architect for a decision on the removal of any existing items that interfere with construction activity but are not indicated for removal on the drawings.

2.06 DEBRIS REMOVAL.

- A. All debris generated by removals shall be taken from the site on a daily basis as work progresses. No material shall be buried or disposed of on the site. The site shall be as clean and hazard free as is practicable.

2.07 PROTECTION OF EXISTING TREES AND VEGETATION

- A. Install 4' high tree protection fences as described on the drawings to minimize impacts on trees by vehicles and construction equipment.
- B. Protect existing trees and other vegetation against unnecessary cutting, breaking or skinning of roots, skinning or bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within their drip lines, excess foot or vehicular traffic, or parking of vehicles within their drip lines.
- C. If the Landscape Architect believes the Contractor is not adequately exercising such care beneath the driplines of existing trees he/she may direct the Contractor to install snow fencing along the driplines of the trees to protect them. The cost of this fence installation shall be borne by the Contractor.
- D. Repair or replace trees indicated to remain which are damaged by construction activities. Employ a licensed arborist to repair damages to vegetation. Replace trees which cannot be repaired and restored to full-growth status, as determined by arborist. The Contractor shall be responsible for any damage done to trees that are not indicated for removal on the Drawings or in the field by the Landscape Architect. A charge will be assessed to the Contractor for all trees permanently damaged due to Contractor negligence in accordance with the following schedule:

Existing Tree Trunk Diameter at 2' above Grade	Charge Assessed Contractor Per Inch Diameter of Trunk
4 inches or less	\$ 50.00
4 to 12 inches	\$100.00
12 inches and larger	\$200.00

- E. Excavation Near Trees: Cut, do not rip, roots of trees indicated to remain. Leave a minimum of 10' between trunk and excavation. If this distance is not possible, contact Landscape Architect immediately.
- F. Provide protection of roots over 1-1/2-inch diameters that are cut during construction operations. Temporarily cover exposed roots with wet burlap to prevent roots from drying out; cover with earth as soon as possible.
- G. Water trees and other vegetation to remain within limits of contract work as required to maintain their health during the course of construction operations.

END OF SECTION

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**SECTION 32-1216
BITUMINOUS PAVING**

PART 1. GENERAL

1.01 SECTION INCLUDES

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Asphalt concrete paving above aggregate base course; as indicated on the drawings, specified herein, and complete with all accessories.
- C. Aggregate base course.
- D. Bituminous tack coat
- E. Asphalt concrete paving; wear course and non-wearing course surfaces.

1.02 RELATED SECTIONS

- A. Section 31-1100 – Site Preparation and Demolition.
- B. Section 32-2200 – Earthwork.
- C. Section 32-1723 – Pavement Markings

1.03 REFERENCES

- A. AI MS-2 - Mix Design Methods for Asphalt Concrete and Other Hot-Mix Types; The Asphalt Institute; 1994, Sixth Edition.
- B. American Society for Testing and Materials (ASTM):
 - 1. ASTM C 136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates; 2006.
 - 2. ASTM D 1556 - Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method; 2007.
 - 3. ASTM D 2172 - Standard Test Methods for Quantitative Extraction of Bitumen from Bituminous Paving Mixtures; 2005.
 - 4. ASTM D 2726 - Standard Test Method for Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixtures; 2008.
 - 5. ASTM D6938 - Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth); 2008a.
- C. Mn/DOT, Minnesota Department of Transportation Standard Specifications for Construction 2005. Only applicable portions of construction methods and materials apply. References to methods of measurement or payment are not applicable.
 - 1. MN/DOT 2360 - Plant Mixed Asphalt Pavement
 - 2. MN/DOT 2357 - Bituminous Tack Coat
 - 3. MN/DOT 3138 - Aggregate for Surface and Base Courses
 - 4. MN/DOT 3139 - Graded Aggregate for Bituminous Mixtures
 - 5. MN/DOT 3151 - Bituminous Material
- D. All Materials and Products Used Shall Comply with Minnesota Department of Transportation Standard Specifications for Highway Construction.

1.04 QUALITY ASSURANCE

- A. General: In addition to other specified conditions, comply with the following minimum requirements:
 - 1. Subcontractor's Qualifications: The construction of bituminous paving, including the stabilized

aggregate base, shall be done by a responsible Paving Subcontractor having the necessary equipment, plant and experience to perform the work.

B. Governing Codes: The Work of this section occurring on public property shall be constructed in accordance with the laws, ordinances, rules, regulations and orders of any public authority having jurisdiction. All work required to be constructed by regulatory authorities in a manner differing from the Contract Documents shall be considered part of the Base Bid Contract.

C. Grade Verification:

1. Refer to Part 1.5 and 3.10 of this Section.

1.05 SUBMITTALS

A. Submit under the provisions of Division One Specifications.

1. Samples: Submit ten (10) pound (4.5 kg) sample of aggregate base course material to the Independent Testing Laboratory.
2. Samples: Submit samples of asphalt concrete paving materials and asphalt mix design to the Independent Testing Laboratory.
3. Testing: Testing will be paid by the Owner, but coordination and submittal to the independent laboratory must be completed by the Contractor. Testing requirements will be confirmed at the Pre-Construction meeting once the selection of alternates is complete.
4. Certificates: The Contractor and the Asphalt Concrete Producer shall jointly provide certificates certifying that materials comply with the specification requirements.
5. Job Mix Design: The bituminous mix plant shall have on file a report prepared by an approved testing laboratory that indicates the proportions of materials used in each type of bituminous courses being provided and the temperature of the mix. The job mix design shall be submitted to the Landscape Architect/Engineer for acceptance prior to placing the bituminous mix.

1.06 SITE CONDITIONS

A. Weather Limitations:

1. Apply bituminous tack coat only when the ambient temperature is at least 50 degrees Fahrenheit (10 degrees C), and when the temperature has not been below 35 degrees Fahrenheit (2 degrees C) for twelve (12) hours immediately prior to application.
2. Do not apply materials when the base surface is wet or contains an excess of moisture which would prevent uniform distribution and the required penetration.
3. Construct asphalt concrete surface course only when atmospheric temperature is above 40 degrees Fahrenheit (4 degrees C), when the underlying base is dry and when weather is not rainy.
4. Refer to "Minimum Placement Temperature Chart" prepared by the National Asphalt Pavement Association for minimum bituminous placement temperatures.
5. Paving shall not take place when, in the opinion of the Independent Testing Laboratory, the weather or surface conditions are considered unfavorable.

B. Grade Control: Establish and maintain the required lines and grades, including crown and cross-slope, for each course during construction operations.

1.07 MATERIAL REQUIREMENTS

A. Mix Criteria:

1. Provide mix formulas for each required asphalt-aggregate mixture.
2. Establish a single percentage of aggregate passing each required sieve size, a single percentage of asphalt cement to be added to aggregate, and a single temperature at which asphalt concrete is to be produced.
3. Comply with the mix requirements of the Minnesota Department of Transportation (MN/DOT) standards.
4. Maintain material quantities within allowable tolerances of the governing standards.

B. Prepare and keep on file the mix formula for each course.

- C. The subgrade shall be tested and approved by the Independent Testing Laboratory immediately prior to placement of the base course.
- D. The Contractor will be responsible for all drainage of the finish surface. Any "bird baths" will be considered unacceptable and shall be remedied by the Contractor at their expense to the satisfaction of the Landscape Architect/Engineer.

1.08 SYSTEM DESCRIPTIONS

- A. Design Requirements:
 - 1. Standard Bituminous Pavement: Design consists of minimum six (6") inch thick aggregate base course, a minimum one and one-half (1-1/2") inch thick asphalt non-wear course, and a minimum one and one-half (1-1/2") inch thick asphalt wear course
 - 2. Heavy Duty Bituminous Pavement: Design consists of minimum six (6") inch thick aggregate base course, a minimum two (2") inch thick asphalt non-wear course, and a minimum two (2") inch thick asphalt wear course
 - 3. Trail Bituminous Pavement: Design consists of minimum six (6") inch thick aggregate base course and a minimum two and one-half (2-1/2") inch thick asphalt wear course

1.09 WARRANTY

- A. Provide one (1) year written warranty under the provisions of Division One Specifications.
- B. Warranty: All materials and workmanship provided are guaranteed against defects after completion and final acceptance of the Work. Defects due to faulty materials or workmanship developed during the guarantee period shall be satisfactorily repaired or replaced by the Contractor at their expense.

PART 2. PRODUCTS

2.01 AGGREGATE BASE MATERIALS

- A. Stabilized Aggregate Base: Aggregate shall meet the requirements of MN/DOT Specification 3138, gradation Class 5 or Class 7, 100 percent crushed.
- B. Aggregate Base Material is to be placed under the bituminous parking lots, drives, bituminous running track and concrete curb and gutter.

2.02 ASPHALT CONCRETE MATERIALS

- A. Bituminous Tack Coat: The bituminous tack coat shall be RC liquid asphalt or emulsified asphalt. The tack coat shall meet the requirements of MN/DOT Specification 2357.
- B. Bituminous Material for mix shall meet the requirements of MN/DOT 3151, PG (Performance Grade) 58-28 for all virgin and recycled non-wear or wear courses.
- C. Non-wear Course Mix: MN/DOT 2360, Type SPNWB230C; thickness indicated on System Description 1.08.
 - 1. Mixture shall conform to current MN/DOT requirements.
- D. Wear Course Mix: MN/DOT 2360, Type SPWEA240C; thickness indicated on System Description 1.08.
 - 1. Mixture shall conform to current MN/DOT requirements.

2.03 SOURCE QUALITY CONTROL

- A. Provide mix design for asphalt under the provisions of Division One Specifications.
- B. Submit proposed aggregate base and mix design of each class of mix for review and approval prior to commencement of the Work.
- C. Test samples in accordance with A1 MS-2.

PART 3. EXECUTION

3.01 EXAMINATION

- A. Examine the areas and conditions under which the Work of this Section will be performed. Correct conditions detrimental to the timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.
- B. Verify that gradients and elevations of subgrade are correct.
- C. Aggregate base is to be placed under the concrete curb and gutter by the Asphaltic Concrete Paving Contractor. Coordinate all work with the Exterior Concrete Pavement Contractor.

3.02 SURFACE PREPARATION

- A. Proof roll all prepared sub-grades using a fully loaded 10-yard minimum dump truck. Amount of allowable yielding shall be one (1") inch maximum. The proof rolling must be observed by the Testing Laboratory Inspector.
 - 1. Check for unstable areas and areas requiring additional compaction.
- B. Do not begin paving work until such conditions have been corrected and are ready to receive paving.
- C. Remove loose and foreign material from compacted subbase surfaces immediately before paving application. Do not disturb subbase material.

3.03 TACK COAT

- A. Apply to contact surfaces of previously constructed portland cement concrete surfaces and similar surfaces.
- B. Apply at rate of five-hundredths (0.05) to fifteen-hundredths (0.15) gallons per square yard of surface.
- C. Apply tack coat by brush to contact surfaces of concrete curbs, gutters, manholes and other structures projecting into or abutting asphalt concrete pavement.
- D. Allow surfaces to dry until material is at condition of tackiness and ready to receive pavement.

3.04 AGGREGATE BASE PLACEMENT

- A. Subgrade: The area to be paved shall be graded to the elevation of the underside of the stabilized base. Pre-compact soils beneath the stabilized base to 100 percent of Standard Proctor Density (ASTM D698). Recompact as necessary to provide the specified density for the subgrade.
- B. Remove all castings set by others that are within the paving area and replace with metal covers. The castings shall be reset as outlined below.
- C. Spread aggregate base over prepared base to a total compacted thickness as indicated on the System Descriptions 1.08.
- D. Place aggregate base in maximum three (3") inch layers and roller compact.
- E. Level and contour surfaces to elevations and gradients indicated on the Drawings.
- F. Compact placed aggregate materials to achieve compaction to 100 percent of its maximum dry density in accordance with ASTM D698.
- G. Add small quantities of fine aggregate to coarse aggregate as appropriate to assist compaction.
- H. If excess water is apparent, remove aggregate and aerate to reduce moisture content.

- I. Use mechanical vibrating tamping in areas inaccessible to compaction equipment.

3.05 PLACING THE MIX - DOUBLE COURSE

- A. Place asphalt concrete mixture on prepared surfaces, spread and strike-off using paving machine.
- B. Inaccessible and small areas may be placed by hand.
- C. Place each course at thickness so that when compacted it will conform to the indicated grade, cross-section, finish thickness and density indicated.
- D. Pavement Placing:
 - 1. Unless otherwise directed, begin placing non-wear course at high side of section on one-way slope.
 - 2. After first strip has been placed and rolled, place succeeding strips.
 - 3. Complete non-wear courses for a section before placing wearing courses.
 - 4. Place mixture in continuous operation as practicable.
 - 5. Place tack coat before placing wear course.
 - 6. Non-wear course shall be swept as required before placing wear course.
- E. Hand Placed:
 - 1. Spread, tamp and finish mixture using hand tools in areas where machine spreading is not possible, as acceptable to the Geotechnical Engineer.
 - 2. Place mixture at a rate that will ensure handling and compaction before mixture becomes cooler than acceptable working temperature.
- F. Joints:
 - 1. Gradually make joints between old and new pavements, or between successive day's work, to ensure a continuous bond between adjoining work.
 - 2. Construct joints to have same texture, density and smoothness as adjacent sections of asphalt concrete course.
 - 3. Clean contact surfaces free of sand, dirt or other objectionable material and apply tack coat.
 - 4. Offset transverse joints in succeeding courses not less than five (5') feet.
 - 5. Cut back edge of previously placed course to expose an even, vertical surface for full course thickness.
 - 6. Offset longitudinal joints in succeeding courses no less than six (6") inches.
 - 7. When the edges of longitudinal joints are irregular, honeycombed, or inadequately compacted, cut back unsatisfactory section to expose as even, vertical surface for the full course thickness.

3.06 COMPACTING THE MIX

- A. Provide sufficient number of rollers to obtain the required pavement density of 95 percent of the recorded laboratory specimen density.
- B. Begin rolling operations as soon after placing mix when the mixture will bear weight of roller without excessive displacement.
- C. Do not permit heavy equipment, including rollers, to stand on finished surface before it has thoroughly cooled or set.
- D. Compact mixture with hot hand tampers or vibrating plate compactors in areas inaccessible to rollers.
- E. Start rolling longitudinally at extreme lower side of sections and proceed toward center of pavement. Roll to slightly different lengths on alternate roller runs.

- F. Do not roll centers of section first under any circumstances.
- G. Breakdown Rolling:
 - 1. Accomplish breakdown or initial rolling immediately following rolling of transverse and longitudinal joints and outside edge.
 - 2. Operate rollers as close as possible to the paving machine without causing pavement displacement.
 - 3. Check crown, grade and smoothness after breakdown rolling.
 - 4. Repair displaced areas by loosening at once with lutes or rakes and filling, if required, with hot loose material before continuing rolling.
- H. Second Rolling:
 - 1. Follow breakdown rolling as soon as possible, while mixture is hot and in condition for compaction.
 - 2. Continue second rolling until mixture has been thoroughly compacted.
- I. Patching:
 - 1. Remove and replace defective areas.
 - 2. Cut-out and fill with fresh, hot asphalt concrete.
 - 3. Compact by rolling to specified surface density and smoothness.
 - 4. Remove deficient areas for full depth of course.
 - 5. Cut sides perpendicular and parallel to direction of traffic with edges vertical.
 - 6. Apply tack coat to exposed surfaces before placing new asphalt concrete mixture.

3.07 MANHOLE AND GATE VALVE PROTECTION

- A. Cover manholes, catch basins and gate valves lying within the surface to be sealed to as to prohibit the bituminous material from being placed thereon.
- B. Clean the surface of these structures following the application of the cover aggregate.

3.08 TOLERANCES

- A. Flatness: Maximum variation of one-fourth (1/4") inch measured with a ten (10') foot straight edge.
- B. Scheduled Compacted Thickness: Within one-fourth (1/4") inch.
- C. Variation from True Elevation: Within one-fourth (1/4") inch.

3.09 ADJUSTING CASTINGS

- A. Castings shall be raised after the bituminous base course is placed and prior to installing the wear course.
- B. The bituminous base shall be saw cut around the cover plate. The bituminous aggregate and cover plate shall be removed.
- C. The casting shall be set to final grade using adjusting rings and mortar. No blocks will be allowed.
- D. The aggregate base shall be placed to the design depth around the casting. The bituminous patch mix shall be placed and tamped around the casting to bring the grade up to the surface of the bituminous base.
- E. The final grade of castings in paved areas shall be one-fourth (1/4") inch to one-half (1/2") inch below the top of the completed wear course. The castings shall be set to the contour of the finished surface so that the required tolerance is uniform around the circumference of the casting. The one-fourth (1/4") inch to one-half (1/2") inch tolerance shall be measured at the immediate edge of the casting and no "straightedge" measurements shall be accepted. A plywood template, one-half (1/2") inch thick, shall be fastened to the top of all non-adjustable castings during placing and rolling

of the wear course to ensure that the required tolerances are met.

- F. All final adjustments to the adjustable castings shall be made by means of the casting adjustment bolts.
- G. All castings, which do not meet the required tolerances, shall be removed and re-adjusted at the Contractor's expense.

3.10 FIELD QUALITY CONTROL

- A. Field testing and inspection shall be performed by qualified parties as specified herein and in accordance with the provisions of Division One Specifications.
- B. A contractor hired testing laboratory shall perform tests as indicated below.
 - 1. Perform one sieve analysis on the Class 5 Aggregate Base in accordance with ASTM C136 for every 200 tons of Class 5 aggregate base or a minimum of one test.
 - 2. Visually field verify by test rolling and take two field density tests in accordance to ASTM D-1556 or D2922 for every 100 tons of Class 5 aggregate base placed or a minimum of four tests.
 - 3. Perform a minimum of two field density tests on the bituminous paving by taking four (4") inch diameter core samples for every 100 tons of bituminous pavement per course to determine the thickness and field density of cores in accordance with ASTM D2726.
 - (a) Density: Minimum acceptable density of in-place material is 95 percent of the recorded laboratory specimen density - Marshall Design.

Asphalt paving densities below 95% will be accepted but will be paid for at a reduced price as follows and will require a negotiated Owner/Contractor extended warranty:

Field Density of Bituminous Pavement	Pay Percentage
94%	98%
93%	95%
92%	85%
91%	80%

- (i) Asphalt paving densities more than or equal to five (5) percent below than the minimum specified will require bituminous pavement removal and replacement or a reduced payment percentage of seventy-five (75%) percent for material remaining in place, at the Owner's discretion and an Owner/Contractor negotiated extended warranty. Costs of repaving will be the responsibility borne entirely by the Contractor.
- (ii) If field densities for pavements less than the specified minimum, the area of the substandard bituminous pavement shall be delineated on a plan sheet by interpolating the distance between test locations or outside pavement edges.

- (b) Thickness: The in-place compacted thickness of the bituminous cores will not be acceptable and will be cause for rejection and replacement of the bituminous pavement if exceeding the following allowable variation from thickness specified herein.
 - (i) Non-Wear Course: Plus, or minus one-fourth ($\pm 1/4$ ") inch.
 - (ii) Wear Course: Plus, or minus one-fourth ($\pm 1/4$ ") inch.
 - (iii) The overall thickness of all lifts shall not be less than three-eighths ($3/8$ ") inch of the total thickness specified.
 - (iv) Aggregate Base Course: Plus, or minus one-half ($\pm 1/2$ ") inch.
 - (v) The bituminous pavement thickness indicated is the minimum thickness. No additional payment will be given for pavement that exceeds the indicated thickness.
 - (vi) Where the average thickness of the bituminous cores is more than or equal to one-half ($1/2$ ") inch less than the minimum indicated, the Owner may elect not to accept the bituminous pavement. If the pavement is accepted by the Owner, payment will be at a reduced price that is proportional to the core thickness placed verse the minimum plan thickness indicated and will require a negotiated Owner/Contractor extended warranty.

- (c) Repair holes from test specimens as specified for patching defective work.

C. Surface Smoothness:

- 1. The Contractor shall provide final surfaces of uniform texture, conforming to the required grades and cross-sections. Visually observe surface smoothness of finished surface. The finished surface shall be free of segregated, open and torn sections and shall be smooth and true to grade and cross section as shown on the Drawings.
- 2. Test finished surface of each asphalt concrete course for smoothness, using a ten (10') foot straightedge applied parallel to and at right angles in centerline of paved areas.
- 3. Check surfaced areas at intervals as directed by the Geotechnical Engineer.
- 4. Surfaces will not be acceptable if exceeding the following:
 - (a) Base Course: One-fourth ($1/4$ ") inch in ten (10') feet.
 - (b) Surface Course: Three-sixteenth ($3/16$ ") inch in ten (10') feet.

D. Flood Test:

- 1. After completion, flood the entire asphalt concrete paved area with water by use of a tank truck or hoses.
- 2. If a depression is found where water ponds to a depth of more than one-eighth ($1/8$ ") inch in six (6') feet, fill areas or otherwise correct to provide proper drainage.
- 3. Feather and smooth the edges of fill so that the joint between the fill and the original surface is invisible.

E. Grade Verification of Aggregate Base: A grade verification survey shall be performed after the aggregate base has been installed. This should be on the same grid system as specified in Section 31 2200 - Earthwork. The surveyor shall issue a letter certifying that the grades are within the specified tolerances.

F. Grade Verification of Bituminous Pavement: A grade verification survey shall be performed after the final lift of bituminous pavement has been completed. This will be on the same grid system as the grade verification of aggregate base. The surveyor shall issue a letter certifying that the grades are within the specified tolerances.

G. If tests indicate that the Work does not meet the specified requirements, remove the Work, replace and retest at no additional cost to the Owner.

3.11 CLEANING

- A. After completion of paving operations, clean surfaces of excess or spilled asphalt materials to the satisfaction of the Landscape Architect/Engineer.
- B. When marking paint is thoroughly dry, visually inspect the entire applications, and:
 - 1. Touch up paint as required to provide clean, straight lines and surfaces throughout.
 - 2. Using a permanently opaque paint identical in color to the surface on which the paint was applied, block out and eliminate all traces of splashed, tracked and/or spilled pavement marking paint from the background surfaces.

3.12 PROTECTION

- A. The Contractor shall be required to protect all adjacent concrete surfaces from chipping and damage during the asphalt pavement placement.
- B. Protect all concrete surfaces from staining or discoloration during placement of asphalt materials or vehicle trucking during construction.
- C. Immediately after placement of asphalt paving, provide traffic cones, barricades and other devices needed to protect pavement and marking paint from mechanical injury for a minimum of seven (7) days.

END OF SECTION

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SECTION 31-2200 EARTHWORK

PART 1. GENERAL

1.01 SCOPE OF THE WORK

- A. Work consists of all excavation, grading and site work, including, but not limited to the following. Extent of Earthwork is indicated on Drawings.
 - 1. Excavation
 - 2. Cutting, placing fill, backfilling
 - 3. Rough grading
 - 4. Compaction of fill
 - 5. Preparation of sub-grades and bases for, footings, pavements and landscaping

1.02 SUBMITTALS

- A. Submit samples and lab analysis of topsoil.

1.03 MONUMENTS

- A. Maintain carefully all benchmarks, monuments and other reference points. If disturbed or destroyed, have replaced or relocated by a registered land surveyor at the Contractor's expense.

1.04 QUALITY ASSURANCE

- A. Codes and Standards: Perform excavation work in compliance with applicable requirements of governing authorities having jurisdiction.
- B. All construction operations to comply with MnDOT Specifications 1717 AIR, LAND AND WATER POLLUTION and Specification 1803.5 EROSION CONTROL.

1.05 JOB CONDITIONS

- A. Test borings and other exploratory operations may be made by Contractor at no cost to the Owner.
- B. Existing Utilities: Locate existing underground utilities in areas of work. If utilities are to remain in place, provide adequate means of support and protection during earthwork operations.
- C. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult utility owner immediately for directions. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.
- D. Do not interrupt existing utilities serving facilities occupied and used by Owner or others, during occupied hours, except when permitted in writing by Landscape Architect and then only after acceptable temporary utility services have been provided.
- E. Provide minimum of 48 hours' notice to Landscape Architect, and receive written notice to proceed before interrupting any utility.
- F. Protection of Persons and Property: Barricade open excavations occurring as part of this work and post with warning lights. Operate warning lights as recommended by authorities having jurisdiction.
- G. Protect structures, utilities, sidewalks pavements and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by earthwork operations.

PART 2. PRODUCTS

2.01 MATERIALS

- A. On-site Fill and Backfill: On site soils may be used which will qualify per the Unified Soil Classification System (USCS) (ASTM C-2487) as silty sand (SM or SP-SM), Sandy Clay (CL), or clayey sand (SC). All fill materials shall be free of debris, boulders, organic soils or other materials that may prevent achieving design densities.
 - 1. Use for:
 - (a) Backfill at posts, trenches and similar excavations located in non-paved areas.
 - (b) Fill or backfill greater than 3' below paved surfaces.
 - (c) General fill at areas not built upon or proposed for paving.
- B. Clean Borrow: Clean borrow may be used which will qualify per the Unified Soil Classification System (USCS) (ASTM C-2487) as silty sand (SM or SP-SM), Sandy Clay (CL), clayey sand (SC), well-graded gravels, (GW) or poorly graded gravels (GP). All fill materials shall be free of debris, boulders, organic soils or other materials that may prevent achieving design densities.
- C. Aggregate Base Under Concrete Pavement: Select granular borrow conforming to MnDOT 3149
- D. Aggregate Base Under Bituminous Surfacing: Class 5 100%, recycled concrete or Class 5, 100% crushed limestone or Class 7 recycled bituminous and concrete conforming to applicable MnDOT Standards.
- E. Aggregate Base Under Gravel Surfacing: Class 5 100%, recycled concrete or Class 5, 100% crushed limestone
- F. Aggregate for Gravel Surfacing: Class 2 100% virgin materials conforming to MnDOT 3138
- G. Topsoil Borrow:
 - 1. On-site soils may be reused on the site if testing shows that they meet this specification or if amendments are added as needed to conform to the specification. Topsoil shall be stripped and salvaged from the site, by the contractor for use as topsoil material. Topsoil shall be friable loam as needed to provide a uniform layer a minimum of six (6) inches deep. Contractor shall not use stripped topsoil as fill material. Topsoil shall be free of subsoil, clay lumps, clods, weeds, brush, tree roots, branches, stones larger than 1-inch in any dimension, and other extraneous or toxic matter containing a minimum of four percent and a maximum of 25 percent organic matter. Select Topsoil borrow shall meet the requirement of MnDot 3877.2B.

PART 3. EXECUTION

3.01 EXCAVATION

- A. Common excavation: The Contractor shall spread on-site all excavated soils from the sites as part of the rough grading activity. It is anticipated that work will not require importing or exporting soils to accomplish rough grades.
- B. Unauthorized Excavation: consists of removal of materials beyond indicated subgrade elevations or dimensions without specific direction of Landscape Architect. Unauthorized excavation as well as remedial work directed by Landscape Architect, shall be at Contractor's expense. Backfill and compact unauthorized excavations as specified for authorized excavations of same classification, unless otherwise directed by Landscape Architect.
- C. Additional Excavation: when excavation has reached required subgrade elevation, notify Landscape Architect who will make an inspection of conditions. If unsuitable bearing materials are encountered at required subgrade elevations, carry excavations deeper and replace excavated material as directed by Landscape Architect. Removal of unsuitable material and its replacement as directed will be paid on basis of contract conditions.

- D. Stability of Excavations: slope sides of excavations to meet the grades on the Plans. Shore and brace where sloping is not possible because of space restrictions, local codes, and ordinances, or stability of material excavated. Maintain sides and slopes of excavations in safe condition until work by others begins. Keep side slopes to a maximum of one to one, unless otherwise indicated on the drawings.
- E. Shoring and Bracing: provide materials for shoring and bracing, such as sheet piling, uprights, stringers and cross-braces, in good serviceable condition. Establish requirements for trench shoring and bracing to comply with local codes and authorities having jurisdiction. Maintain shoring and bracing in excavations regardless of time period excavation progresses.
- F. Dewatering: prevent surface water and subsurface or groundwater from flowing into excavations and from flooding project site and surrounding area. Do not allow water to accumulate in excavations. Remove water to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to stability of sub-grades and foundations. Provide and maintain pumps, well points, sump, suction, discharge lines and other dewatering system components necessary to convey water away from excavations.
- G. Material Storage: stockpile satisfactory excavated materials where directed, until required for backfill or fill. Place, grade and shape stockpiles for proper drainage. Stockpiles shall be covered, vegetated, enclosed or fenced on the down-gradient side to reduce erosion.
- H. Locate and retain soil materials away from edge of excavations. Do not store within drip line of trees indicated to remain or to be relocated.
- I. Material Disposal: Dispose of excess soil material and waste materials as herein specified.
- J. Excavation for Pavements: Cut surface under pavements to comply with cross-sections, elevations and grades as shown.

3.02 COMPACTION

- A. Compaction Density = compact top 6" of subgrade and each layer of backfill or fill material to meet or exceed the following percentages of Standard Proctor Density, ASTM D698-78.

% Std. Proctor Density	
98.00	Below Footings
95.00	Upper 3' under walks, paving
95.00	Below 3' under paving, lawns or landscaped areas
90.00	Upper 3' under lawns and landscaped areas
- B. Precautions shall be taken to minimize the compaction of soils, by minimizing the number of trips and weight of vehicles over areas, particularly those adjacent to trees. Soils compacted incidentally from machinery shall be restored and loosened to a depth of at least six inches, and the vegetative cover shall be restored.

3.03 MOISTURE CONTROL

- A. Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade, or layer of soil material, to prevent free water appearing on surface during or subsequent to compaction operations.
- B. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.

- C. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing or pulverizing until moisture content is reduced to a satisfactory value.

3.04 FIELD AND LABORATORY TESTS

- A. The Contractor shall retain an independent soil testing laboratory to conduct laboratory and field testing of soils prior to and during excavation, filling, backfilling and compaction operations. Soil testing to include the following:
 - 1. All fill material shall be analyzed for compliance with specifications.
 - 2. No fill or backfill materials shall be placed until the necessary soil tests have been performed.
 - 3. Test Frequencies: For paved area fill-in each compacted fill layer (lift) make one field density test for every 3,000 sq. ft. of paved area, but in no case less than two tests.
 - 4. If soil analysis or compaction tests indicate that the materials specified have not been furnished, placed or compacted in compliance with these specifications, the material shall be removed, replaced, re-compacted and retested.
- B. Test Rolling:
 - 1. The subgrade surfaces of all paths, roads, drives and parking lots shall be test rolled using a fully loaded, tandem axle dump truck. Test rolling shall be done in the presence of a soils engineer.
- C. All soil testing shall be done at the expense of the Contractor.

3.05 FILL

- A. Do not begin filling or backfilling operations until construction below finish grade has been completed, ground is frost free, underground utility systems have been inspected and tested, forms removed and excavation cleaned of trash and debris. All fill shall be applied in lifts (not over 8" prior to compaction) and compacted before the subsequent layer is applied. When specified, compaction tests shall be conducted as fill operations progress.

3.06 GRADING

- A. General: uniformly grade areas within limits of grading under this Section, including adjacent transition areas. Smooth finished surface within specified tolerances, compact with uniform levels or slopes between points where elevations are indicated, or between such points and existing grades.
- B. Compaction: after grading compact subgrade surfaces to the depth and indicated percentage of maximum density for each area classification.
- C. Areas shall be graded in order to allow positive drainage on the site to drainage structures or as indicated on the drawings.

3.07 ROUGH GRADES: FREE FROM IRREGULAR SURFACE CHANGES ARE TO BE ESTABLISHED AS FOLLOWS:

- A. Lawn or Unpaved Areas: finish areas to receive topsoil to within not more than 0.10' above or below required subgrade elevations. Subgrade elevation shall be 6" below finished grade.
- B. Pavements: shape surface areas under pavement to line, grade and cross-section, within finish surface not more than 1.2" above or below required subgrade elevation. Subgrade elevation shall be as indicated on the drawings.

3.08 PLACEMENT OF TOPSOIL

- A. Topsoil will be spread on the site to a depth of 6".
- B. This Contractor shall fine grade areas to be seeded or sodded to a smooth, even surface with loose, uniformly fine texture. Roll, rake and drag areas, remove ridges and fill depressions, as required to meet finish grades and to ensure a uniform depth of 6" over all landscaped areas. The Contractor shall provide and place additional topsoil as directed by the Owner. Payment for additional topsoil shall be based on Contract Unit Prices for the work.
- C. Restore areas to be seeded or sodded to specified condition if eroded or otherwise disturbed after fine grading and prior to planting.

PART 4. MAINTENANCE

4.01 PROTECTION OF GRADED AREAS:

- A. Protect newly graded areas from traffic and erosion. Keep free of trash and debris.

4.02 REPAIR AND RE-ESTABLISH

- A. Re-establish grades in settled, eroded and rutted areas to specified tolerances.

4.03 RECONDITIONING COMPACTED AREAS:

Where complete compacted areas are disturbed by subsequent construction or adverse weather, scarify surface, re-shape, and compact to required density prior to further construction.

4.04 SETTLING

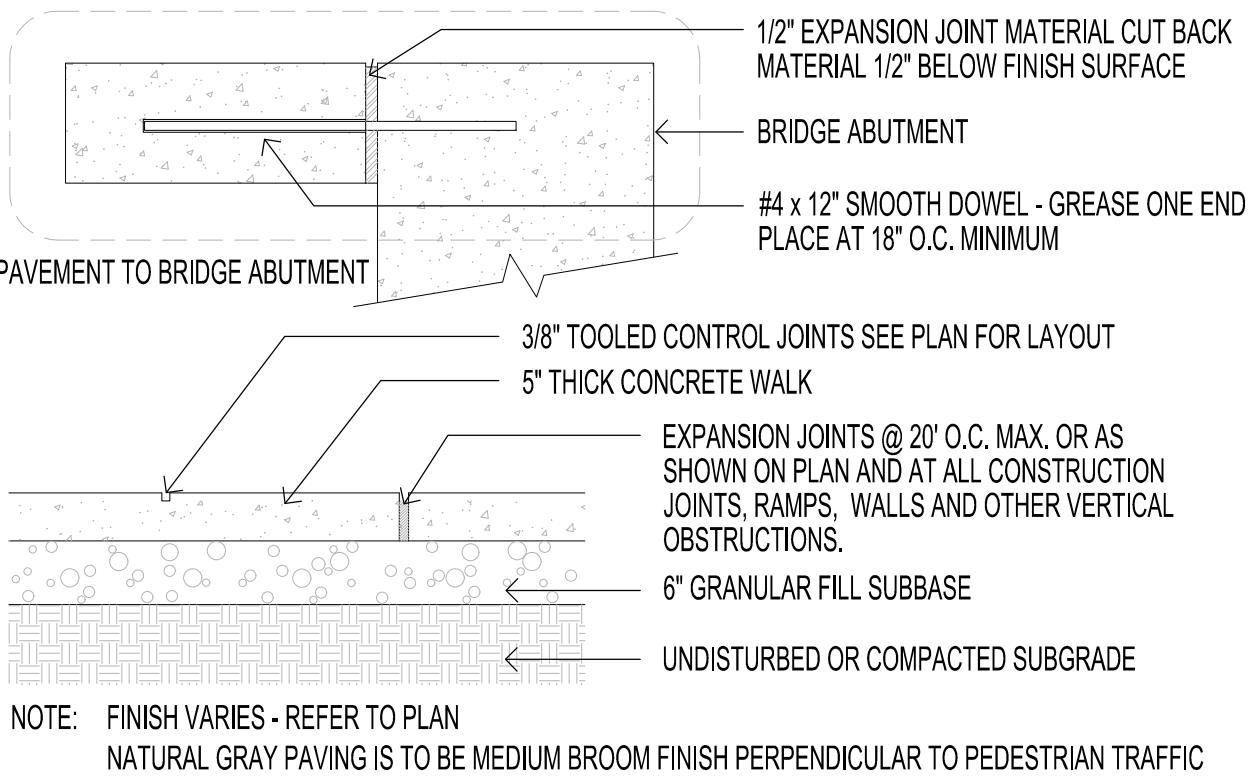
Where settling is measurable or observable at excavated areas during general project warranty period, remove surface (pavement, lawn or other finish), add backfill material, compact, and replace surface treatment. Restore appearance, quality, and condition of surface to finish to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

PART 5. CLEAN UP

- 5.01 Comply with work priorities outlined in these specifications and other adjustments in work schedule, as may be required to properly coordinate the clean-up work with other contractors.
- 5.02 Remove all waste materials, including excavated material classified as unsatisfactory soil material, trash and debris from the Owner's property and legally dispose of it. All areas outside the Contract Limits which have been disturbed shall be restored to the original or better condition. Thoroughly police and rake the area to provide neat clean surfaces.

END OF SECTION

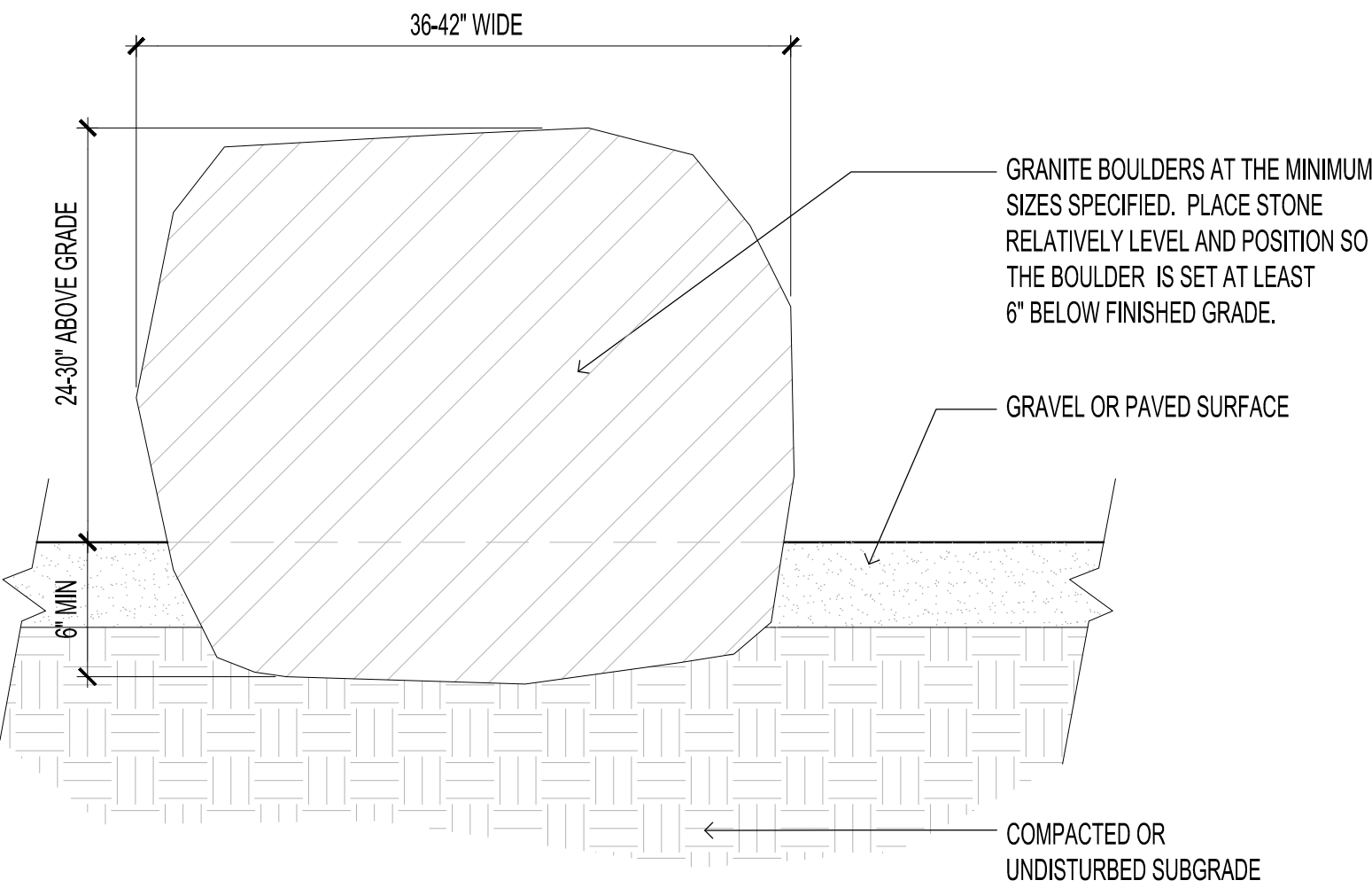
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CONCRETE PAVING SECTION

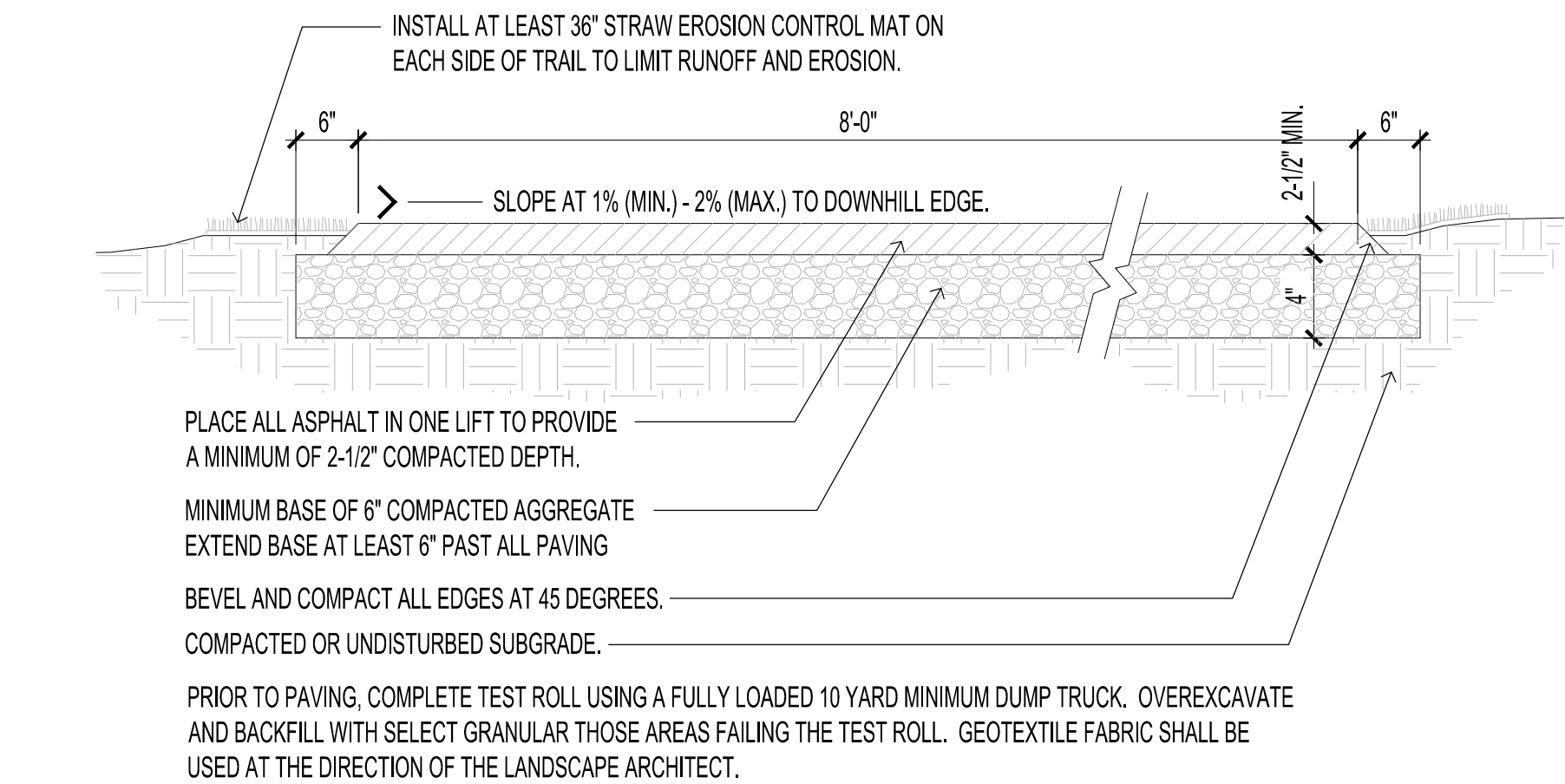
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GRANITE BOULDER BARRIER

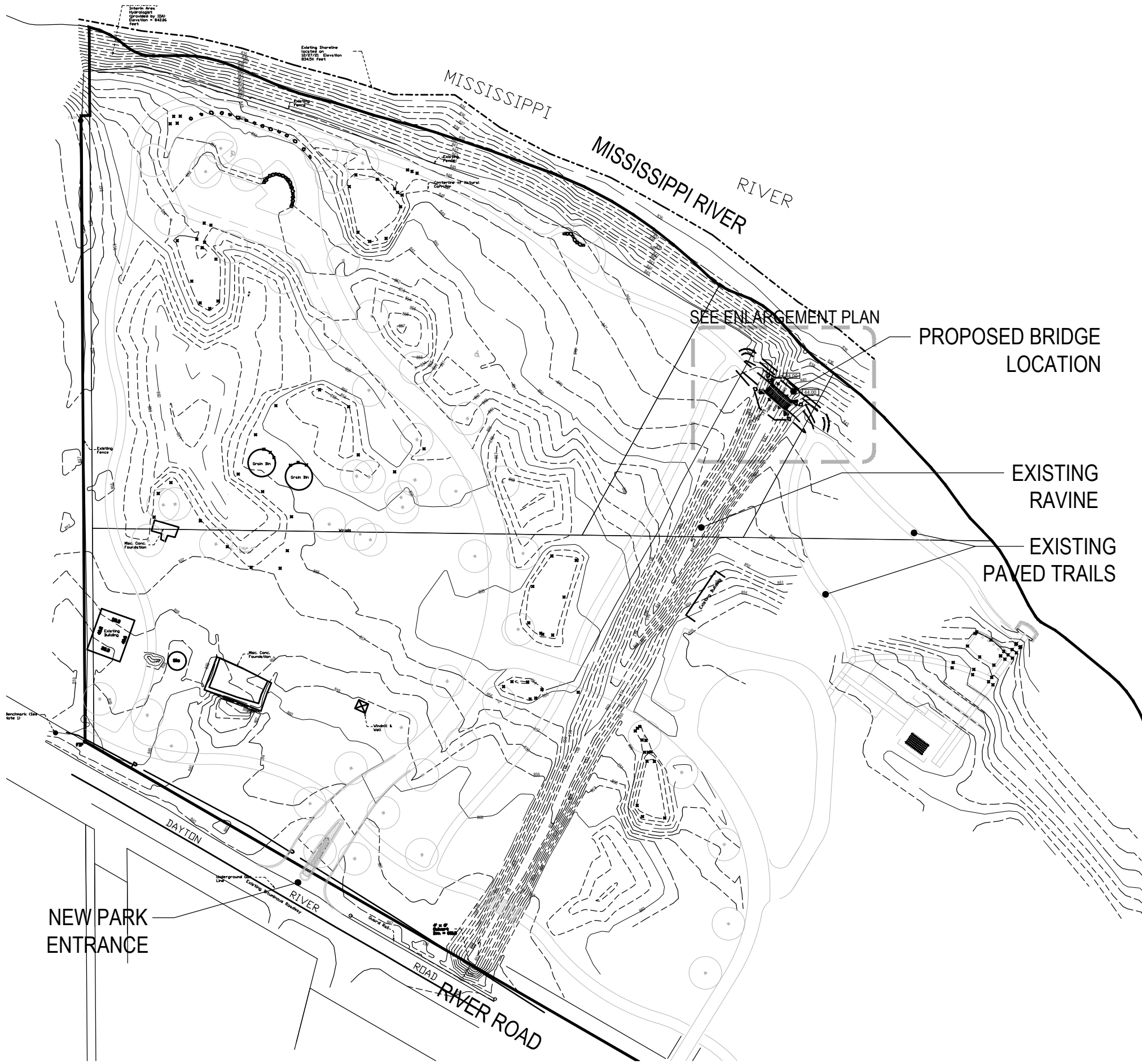
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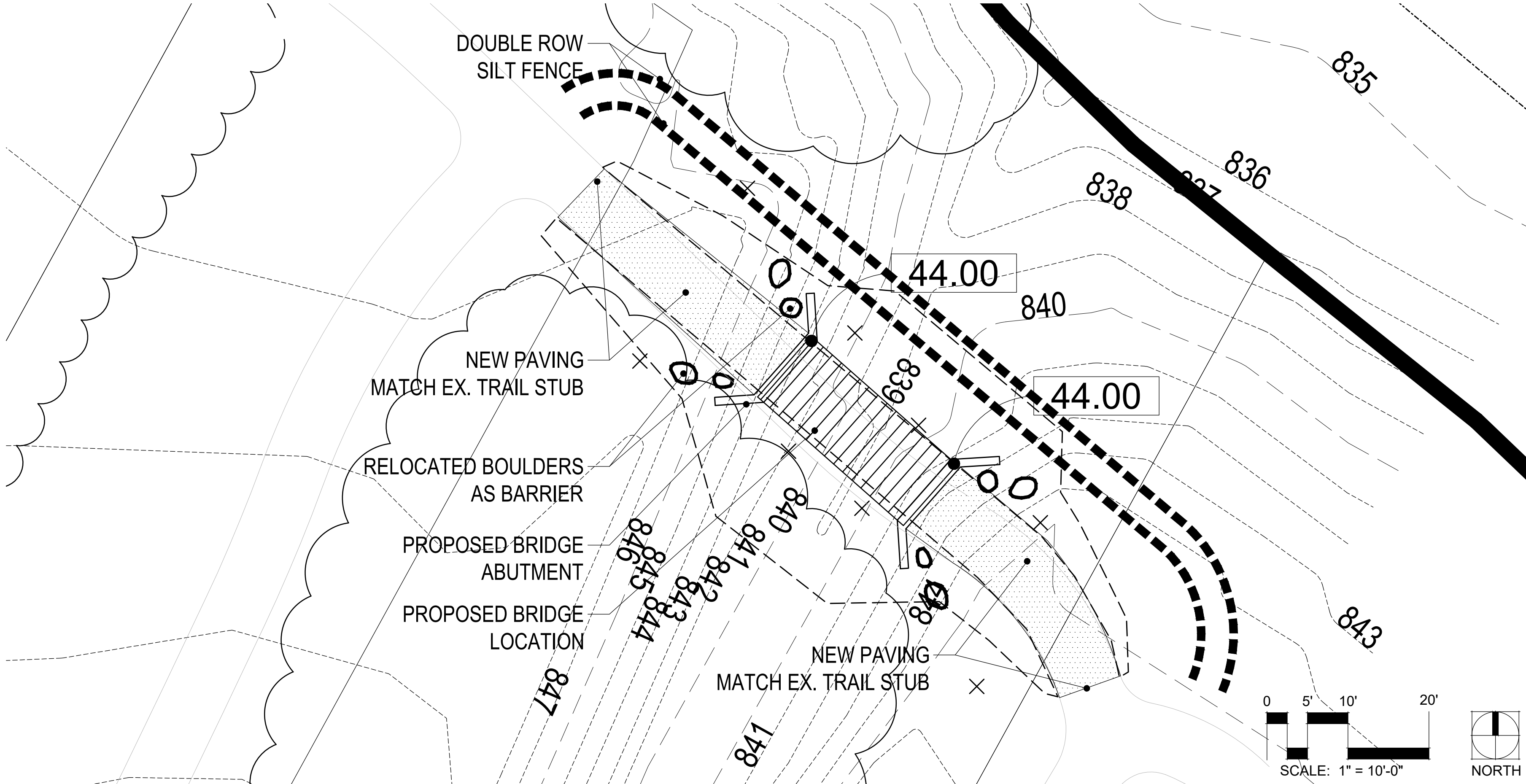
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8' WIDE BITUMINOUS TRAIL PROFILE

SCALE: 3/4" = 1'-0"



PARK PROJECT LOCATION MAP:



BRIDGE LAYOUT PLAN:

WINTER CONDITIONS:
Construction for the bridge footings is expected to be completed in winter conditions to take advantage of low flow or frozen conditions in the ravine. The Contractor is responsible for all means and methods required to protect any construction work from adverse freezing conditions especially related to concrete placement. Backfill and compaction cannot be done with frozen material. Limit daily work activities to only material that can be placed in a reasonable timeframe without risk of freezing.

EXISTING CONDITIONS:
The existing topography shown is from a survey provided by an outside consultant. Minor adjustments to the existing topography may be encountered. The Contractor should field verify that grades are within normal tolerances after staking the proposed improvements. Any field adjustments must be brought the City's attention for review and consideration prior to making a field change.

EXISTING FEATURES:
Any existing features not scheduled for demolition shall be protected from damage.

EXISTING TREES:
Trees in the path of the bridge and trail corridors were removed under a prior construction contract. If the Contractor believes additional removals are necessary to complete the work, the Contractor shall mark the trees and coordinate & discuss with the City prior to removal. Any additional tree removal, if necessary, shall be considered incidental to the project. All tree debris, including removal of stumps, shall be removed from the site. On-site chipping is allowed.

LAYOUT AND DIMENSIONS:
The Contractor is responsible for the layout of the proposed improvements. Critical dimensions are indicated on the plans and details.

ADA ACCESSIBILITY:
The project has been designed to meet ADA accessibility guidelines. Ramped surfaces cannot exceed 5% and cross slopes cannot exceed 2%. Pay particular attention to the spot grades elevations shown on the Grading Plan and notify the City immediately if any concerns are encountered.

TRAIL PAVING:
The majority of the asphalt trail paving was done under a prior contract. The Contractor shall connect the bridge to existing trails using EITHER concrete or asphalt paving. Paving shall meet the requirements shown on the construction details.

BOULDER BARRIERS:
Large granite boulders are currently acting as pedestrian barriers at the end of the trail stubs. Those boulders shall be relocated to the edges of the bridge abutments to protect against pedestrians leaving the trail near the bridge abutments. The Contractor is responsible for placing the boulders in the new location as approved by the City.

EARTHWORK & GRADING:
Earthwork for this project is expected to be limited to excavation for the footings and subcut for any paved surfaces. Excess material can be spread on site in locations approved by the City. If adequate space is not available, excess materials must be removed from the property. Every effort will be made to find locations very close the project site for any excess material.

TURF ESTABLISHMENT:
Any disturbed areas must be seeded with appropriate vegetation mixture. Turf areas shall be at least 80% established before the project can be closed out. Re-seed as needed until adequate establishment is achieved.

EROSION CONTROL MAT:
ALL seeded areas shall have straw erosion control matting placed and staked over seeded areas. Netting shall be a Class 2 Double Net straw blanket construction type.

GENERAL NOTES:

Project Name:
**ELSIE STEPHENS
MEMORIAL PARK
PEDESTRIAN BRIDGE**

Dayton, Minnesota

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I hereby certify that this plan was prepared by me or under my direct supervision and that I am Registered Landscape Architect under the laws of the State of Minnesota.

Name: Paul Kangas
Registration #: 26017

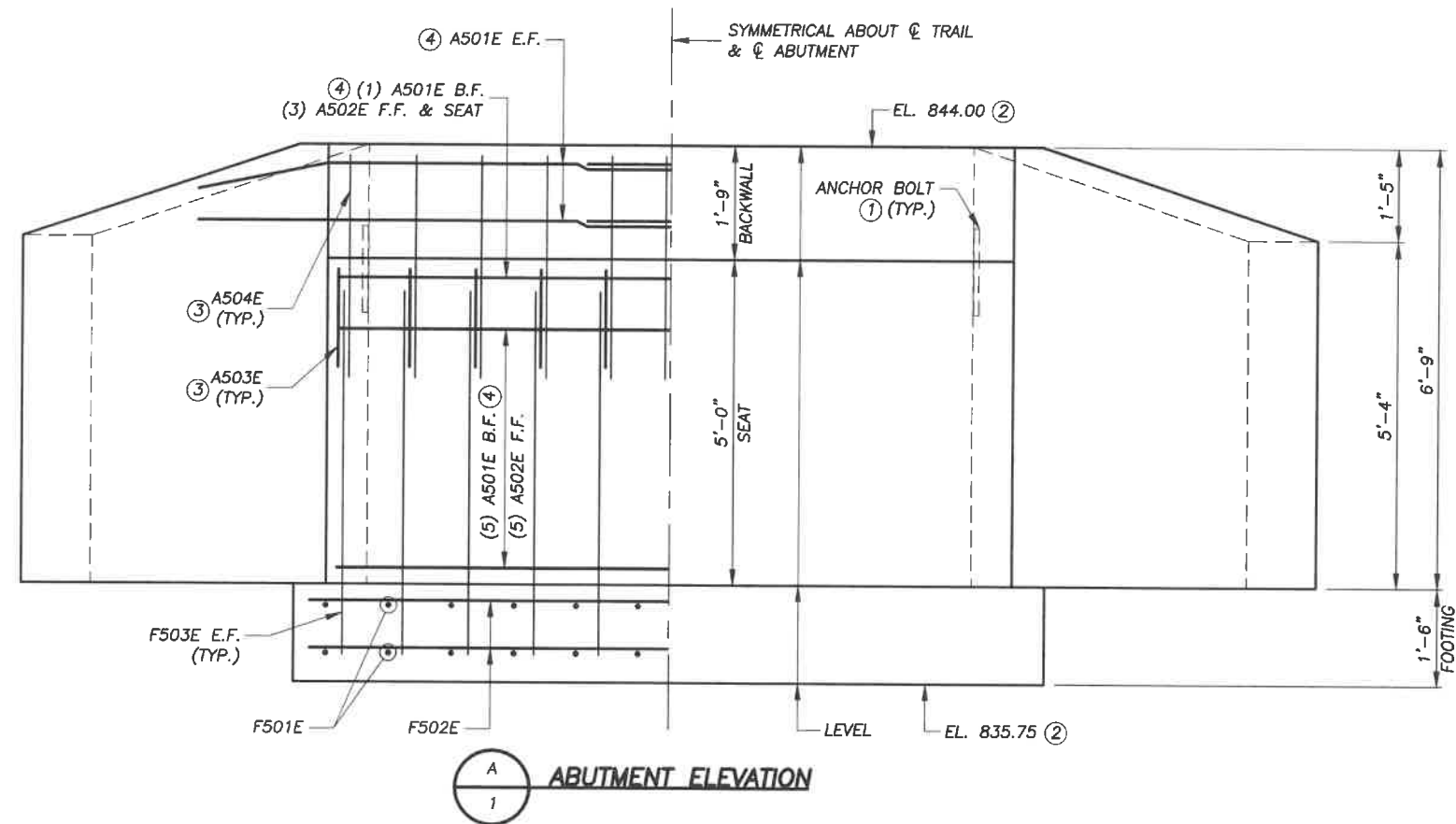
Signature: Paul Kangas

Project #:	24-101
Date:	10-8-2024
Revision:	
Drawn By:	PK
Checked By:	PK

Sheet Title:
**PEDESTRIAN BRIDGE
PROJECT**

Sheet Number:

ESP1



CONSTRUCTION NOTES

CONSTRUCTION OF ABUTMENTS IS GOVERNED BY AASHTO, STATE AND PROJECT SPECIFICATIONS AS DIRECTED BY THE PROJECT ENGINEER ON SITE.

DESIGN NOTES

ABUTMENTS ARE DESIGNED FOR THE FACTORED BEARING RESISTANCE SHOWN ON SHEET 5.

ABUTMENTS ARE DESIGNED FOR LATERAL AND VERTICAL PRESSURES DUE TO GRANULAR BACKFILL WITH AN EQUIVALENT FLUID WEIGHT OF 34.1 PCF AND 11.1 PCF RESPECTIVELY (DENSITY OF 120 PCF), A 1.0 FT LIVE LOAD SURCHARGE, AND THE SUPERSTRUCTURE LOADS SHOWN ON THE SUPERSTRUCTURE PLANS.

THE NOMINAL BEARING PRESSURE (q_n) OF 6 KSF IS BASED ON THE NET ALLOWABLE SOIL PRESSURE OF 3 KSF GIVEN IN THE GEOTECHNICAL ENGINEERING REPORT AND AN ASSUMED FACTOR OF SAFETY OF 2.

FOOTING BEARING SOILS SHALL BE INSPECTED BY A REGISTERED ENGINEER QUALIFIED IN SOIL ENGINEERING.

FILL IN FRONT OF AND BEHIND ABUTMENTS SHALL ALSO BE APPROVED BY THE SAME ENGINEER.

SEE GEOTECHNICAL ENGINEERING REPORT BY HAUGO GEOTECHNICAL SERVICES DATED SEPTEMBER 14, 2022 FOR COMPLETE RECOMMENDATIONS.

KEY NOTES

- ① SEE SUPERSTRUCTURE PLAN FOR ANCHOR BOLT INFORMATION. BRIDGE SEAT REINFORCEMENT SHALL BE CAREFULLY PLACED TO AVOID INTERFERENCE WHEN DRILLING HOLES FOR ANCHOR BOLTS, A MINIMUM CLEARANCE OF 2" IS REQUIRED.
- ② ABUTMENT ELEVATIONS SHOWN ARE BASED ON BID DOCUMENTS. CONTRACTOR SHALL VERIFY ALL ELEVATIONS AND PLACEMENT WITH ACTUAL SITE CONDITIONS PRIOR TO STARTING CONSTRUCTION. BOTTOM OF FOOTING SHOULD BE AT LEAST 5'-0" BELOW FINAL GRADE FOR FROST PROTECTION.
- ③ SPACED WITH F503E.
- ④ 2'-5" MIN. LAP. BETWEEN A501E.

NOTE:
F.F. = FRONT FACE
B.F. = BACK FACE
E.F. = EACH FACE

DO NOT SCALE DRAWINGS

ENGINEER'S SIGNATURE AND SEAL ARE TO ASSUME DESIGN RESPONSIBILITY FOR THE CONCRETE ABUTMENT AS SHOWN, INDEPENDENT OF ITS FINAL POSITION. THIS DOES NOT INCLUDE ANY DESIGN RESPONSIBILITY PERTAINING TO, BUT NOT LIMITED TO, PERMITTING PROCEDURES, BRIDGE POSITIONING, SOIL CONDITIONS (INCLUDING SUBSURFACE SOIL BEARING PRESSURE AND SOIL GLOBAL STABILITY), HYDRAULICS, EROSION PROTECTION, FROST PROTECTION, CONSTRUCTION, SUPERSTRUCTURE DIMENSIONS, UTILITY FACILITIES, ETC.

INDEX

1. ABUTMENT ELEVATION
2. ABUTMENT PLAN
3. FOOTING PLAN
4. WINGWALL DETAILS
5. ABUTMENT DETAILS
6. SITE DETAILS

I HEREBY CERTIFY THAT THIS PLAN 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.

JOHN SOWADA

DATE 11-15-2022 LIC. NO. 45936

SHEET TITLE:

ABUTMENT ELEVATION

ABUTMENT PLANS
24'-0" PEDESTRIAN BRIDGE
NORTH BRIDGE - ELSIE STEPHENS PARK
PARK IMPROVEMENT PROJECT
DAYTON, MINNESOTA

Wheeler

9531 West 78th Street - Suite 100
Eden Prairie, MN 55344
952-929-7854
info@wheeler1892.com
wheeler1892.com

DATE: 11/10/22

TRACKING NO. T22946

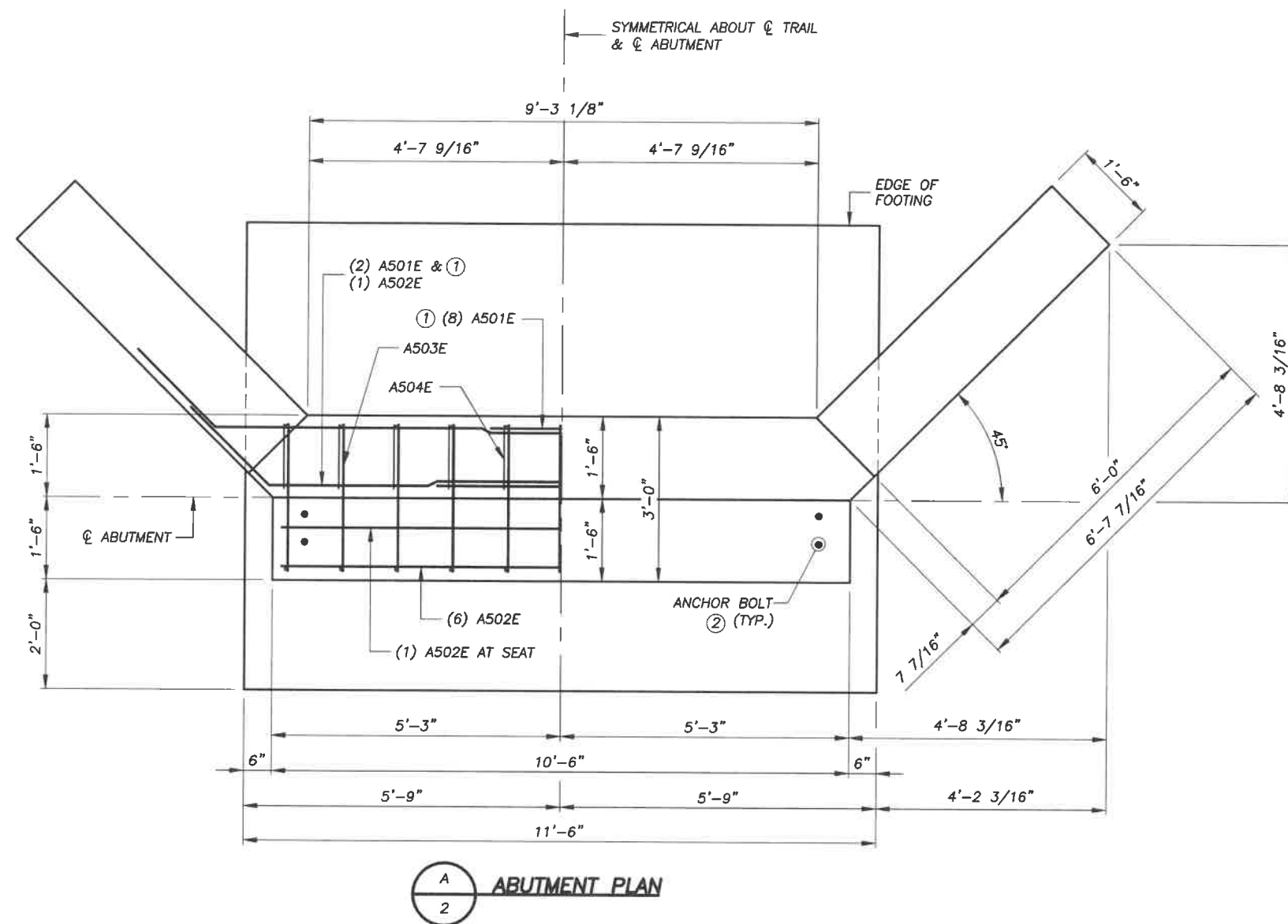
SHEET NO.

CHK: JAS

DWN: NBB

ORDER NO. W15070N

1 OF 6



KEY NOTES

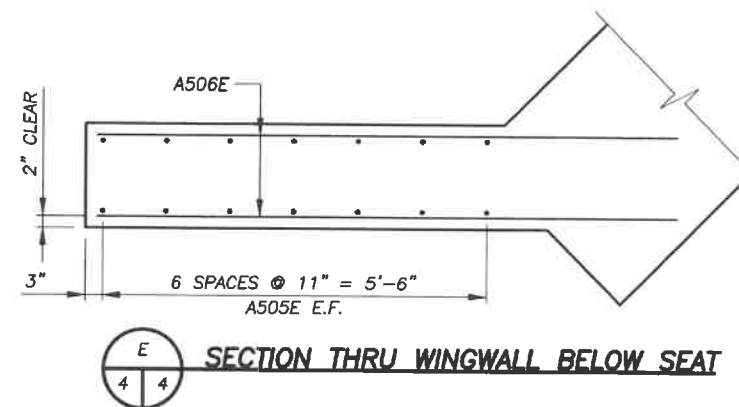
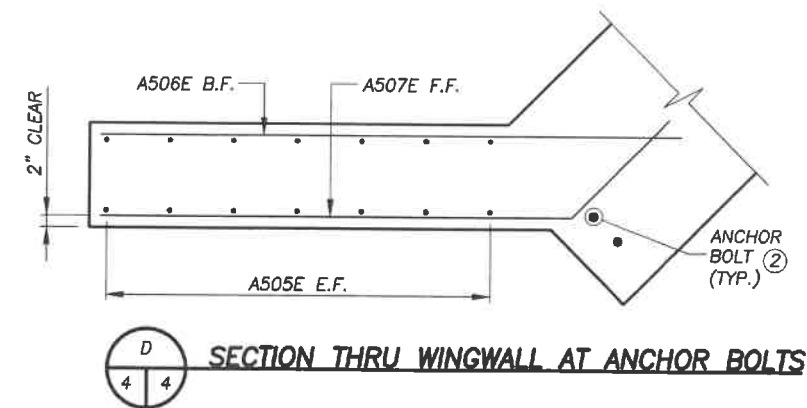
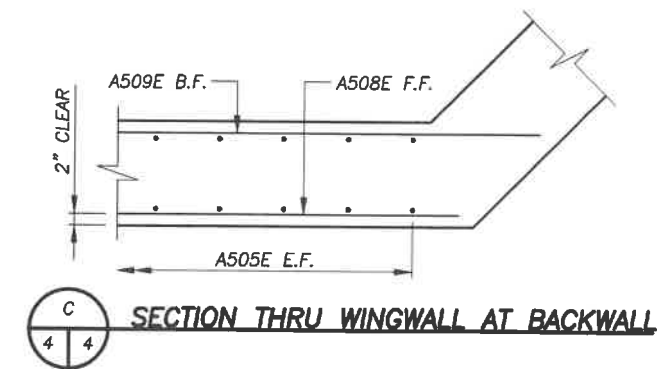
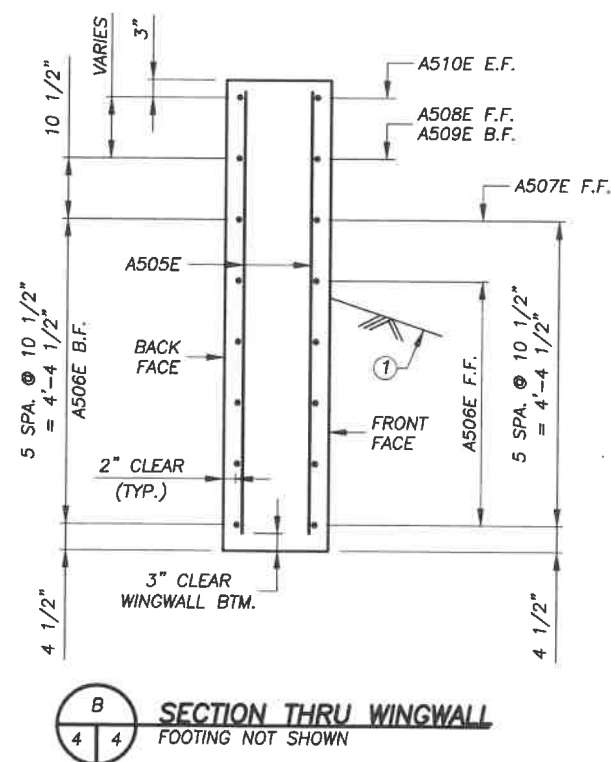
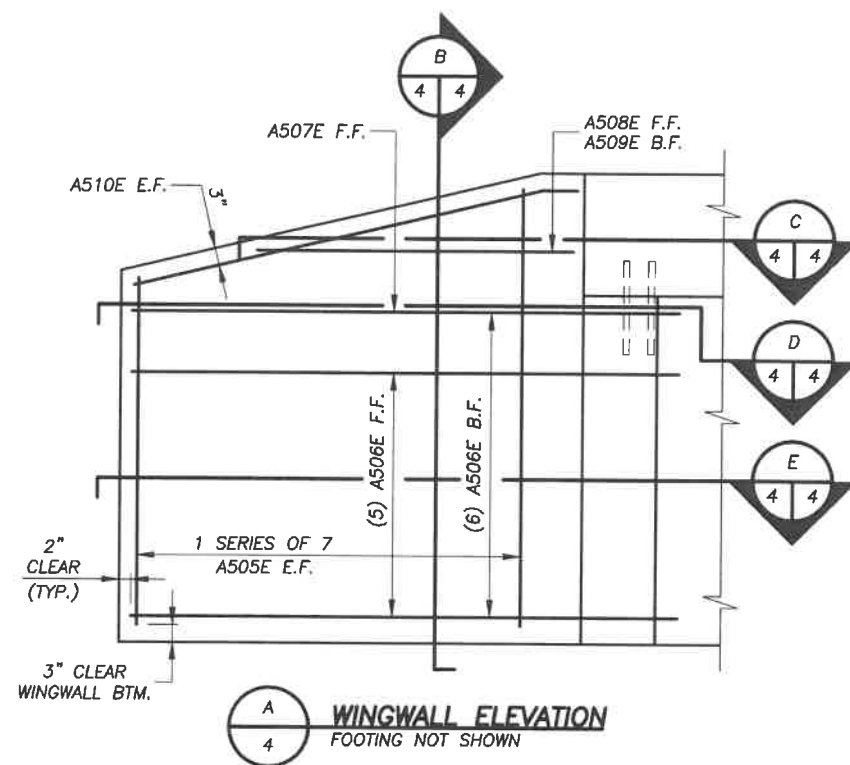
- ① 2'-5" MIN. LAP. BETWEEN A501E.
- ② SEE SUPERSTRUCTURE PLAN FOR ANCHOR BOLT INFORMATION. BRIDGE SEAT REINFORCEMENT SHALL BE CAREFULLY PLACED TO AVOID INTERFERENCE WHEN DRILLING HOLES FOR ANCHOR BOLTS, A MINIMUM CLEARANCE OF 2" IS REQUIRED.

NOTE:
F.F. = FRONT FACE
B.F. = BACK FACE
E.F. = EACH FACE

DO NOT SCALE DRAWINGS

CERTIFIED BY: 
PROFESSIONAL ENGINEER/JOHN SOWADA
LIC. NO. 45936
DATE: 11-15-2022

SHEET TITLE:			
ABUTMENT PLAN			
ABUTMENT PLANS 24'-0" PEDESTRIAN BRIDGE NORTH BRIDGE – ELSIE STEPHENS PARK PARK IMPROVEMENT PROJECT DAYTON, MINNESOTA			
		9531 West 78th Street – Suite 100 Eden Prairie, MN 55344 952-929-7854 info@wheeler1892.com wheeler1892.com	
DATE: 11/10/22	TRACKING NO. T22946	SHEET NO.	
CHK: JAS	DWN: NBB	ORDER NO. W15070N	2 OF 6



KEY NOTES

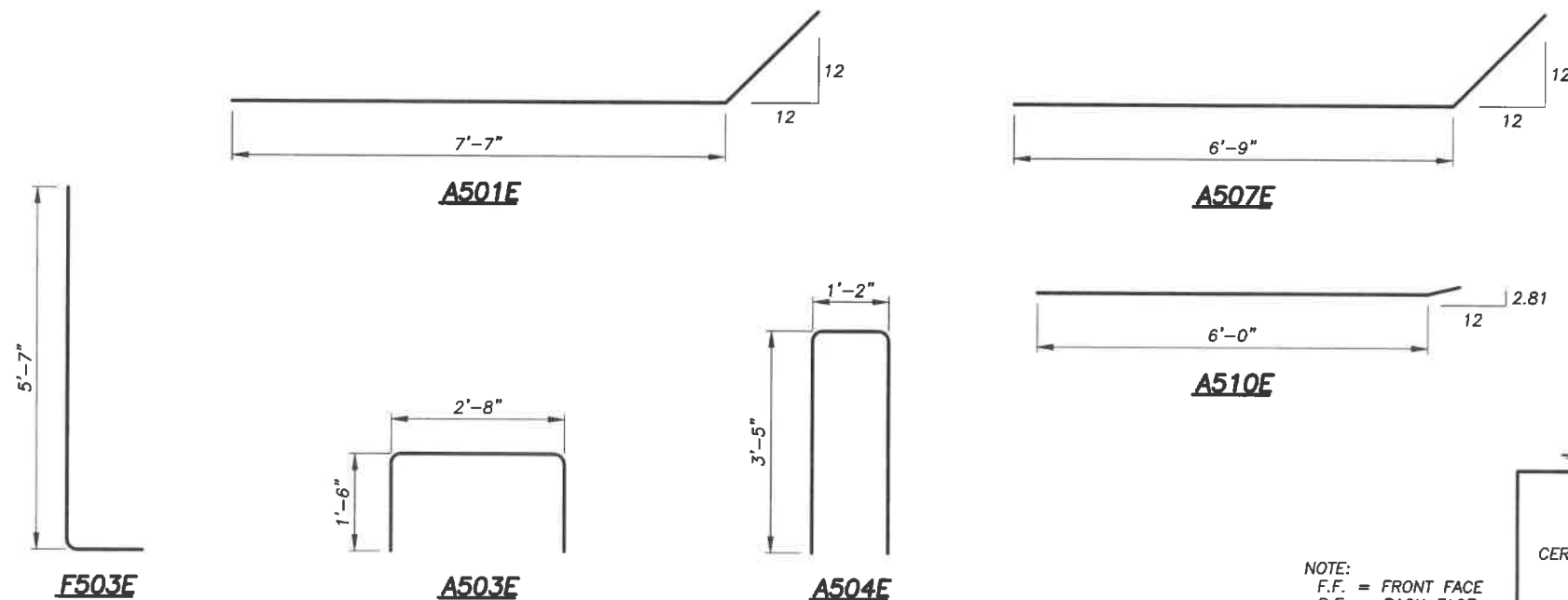
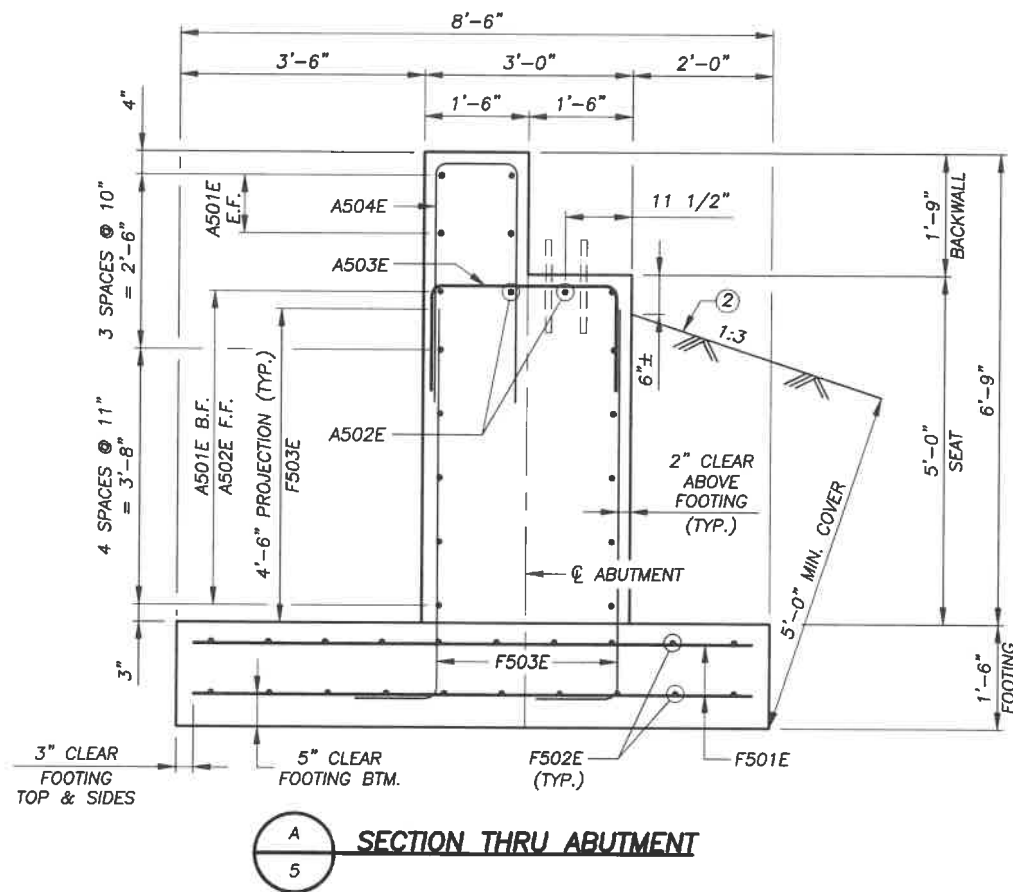
- PROPOSED GROUNDLINE. GROUNDLINE SHALL BE PROPERLY PROTECTED FROM EROSION.
- SEE SUPERSTRUCTURE PLAN FOR ANCHOR BOLT INFORMATION. BRIDGE SEAT REINFORCEMENT SHALL BE CAREFULLY PLACED TO AVOID INTERFERENCE WHEN DRILLING HOLES FOR ANCHOR BOLTS, A MINIMUM CLEARANCE OF 2" IS REQUIRED.

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DO NOT SCALE DRAWINGS

CERTIFIED BY: *[Signature]*
PROFESSIONAL ENGINEER/JOHN SOWADA
LIC. NO. 45936
DATE: 11-15-2022

SHEET TITLE:		
WINGWALL DETAILS		
ABUTMENT PLANS		
24'-0" PEDESTRIAN BRIDGE		
NORTH BRIDGE - ELSIE STEPHENS PARK		
PARK IMPROVEMENT PROJECT		
DAYTON, MINNESOTA		
		9531 West 78th Street - Suite 100 Eden Prairie, MN 55344 952-929-7854 info@wheeler1892.com wheeler1892.com
DATE: 11/10/22	TRACKING NO. T22946	SHEET NO. 159
CHK: JAS	DWN: NBB	ORDER NO. W15070N



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PROFESSIONAL ENGINEER/JOHN SOWADA
LIC. NO. 45936
DATE: 11-15-2022

①④ BILL OF REINFORCEMENT ~ 2 FOOTINGS

BAR	NO.	LENGTH	SHAPE	LOCATION
F501E	48	8'-0"	STRT.	FOOTING ~ TRANSVERSE
F502E	40	11'-0"	STRT.	FOOTING ~ LONGITUDINAL
F503E	44	6'-9"	BENT	FOOTING ~ DOWEL

①④ BILL OF REINFORCEMENT ~ 2 ABUTMENTS

BAR	NO.	LENGTH	SHAPE	LOCATION
A501E	40	9'-7"	BENT	HORIZONTAL
A502E	16	10'-2"	STRT.	HORIZONTAL F.F. & SEAT
A503E	22	5'-8"	BENT	SEAT TIE
A504E	22	8'-0"	BENT	BACKWALL TIE
A505E	8 SER. OF 7	FROM 4'-11" TO 6'-3"	STRT.	WINGWALL ~ VERTICAL
A506E	44	8'-4"	STRT.	WINGWALL ~ HORIZONTAL
A507E	4	8'-9"	BENT	WINGWALL ~ HORIZONTAL
A508E	4	6'-3"	STRT.	WINGWALL ~ HORIZONTAL
A509E	4	7'-5"	STRT.	WINGWALL ~ HORIZONTAL
A510E	8	6'-6"	BENT	WINGWALL ~ DIAGONAL

① SUMMARY OF QUANTITIES ~ 2 ABUTMENTS

CONCRETE	33 CU. YD.
REINFORCEMENT	2,910 POUND

KEY NOTES

- SUMMARY OF QUANTITIES IS FOR THE CONTRACTOR'S CONVENIENCE ONLY. ADDITIONAL QUANTITIES, INCLUDING BUT NOT LIMITED TO, ADDITIONAL REINFORCEMENT, CONCRETE, AND AGGREGATE BACKFILL WILL BE REQUIRED DEPENDING ON FOOTING ELEVATION PLACEMENT.
- PROPOSED GROUNDLINE. GROUNDLINE SHALL BE PROPERLY PROTECTED FROM EROSION.
- 4000 PSI NORMAL WEIGHT, AIR-ENTRAINED CONCRETE. CONCRETE CONSTRUCTION, INCLUDING BY NOT LIMITED TO, CONCRETE & REBAR MATERIAL PROPERTIES, MIX DESIGN, QUALITY CONTROL, CONCRETE PLACEMENT, AND REBAR PLACEMENT SHALL BE IN ACCORDANCE WITH AAASHTO, STATE, AND PROJECT SPECIFICATIONS, AS DIRECTED BY THE PROJECT ENGINEER AT THE SITE.
- ALL REINFORCEMENT STEEL SHALL BE GRADE 60 AND SHALL BE EPOXY COATED. THE FIRST DIGIT OF EACH BAR MARK INDICATES BAR SIZE IN ENGLISH UNITS.

WEST & EAST ABUTMENTS

SPREAD FOOTING LOAD DATA

* FACTORED DESIGN BEARING PRESSURE	1.99 KIPS/SQ. FT.
EFFECTIVE WIDTH B' (PERPENDICULAR TO ABUTMENT)	7.71 FT.
EFFECTIVE LENGTH L' (PARALLEL TO ABUTMENT)	11.50 FT.
FACTORED BEARING RESISTANCE $\phi_b * q_n$	2.70 KIPS/SQ. FT.

*BASED ON STRENGTH I LOAD COMBINATION.

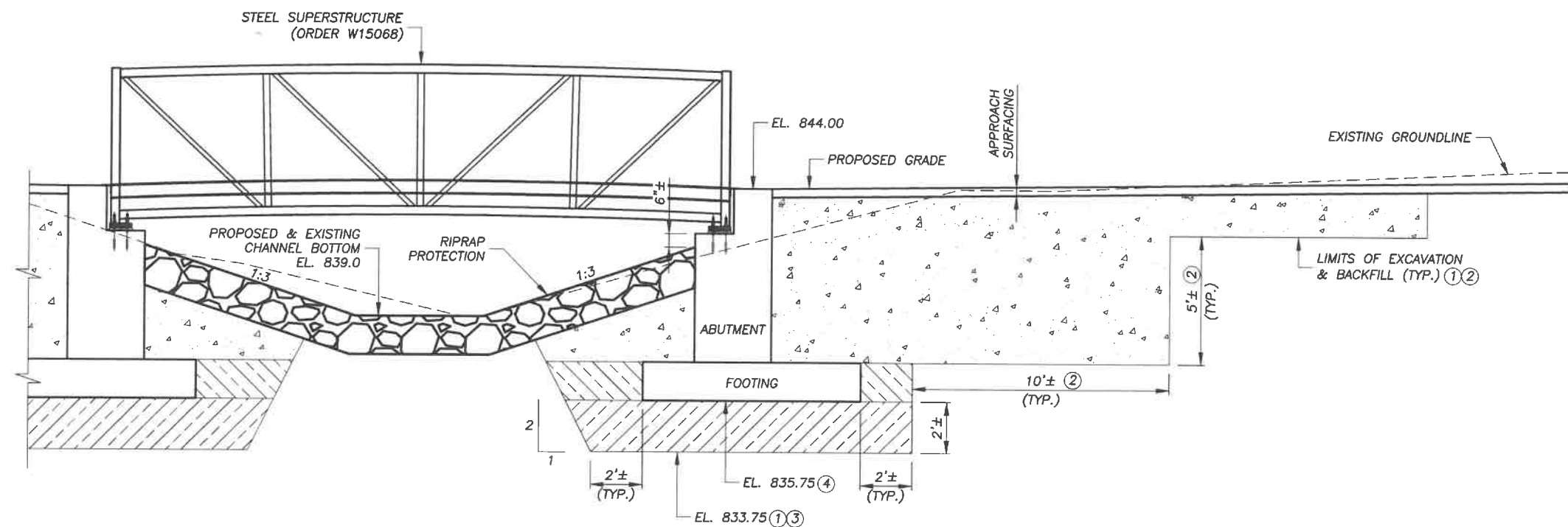
SHEET TITLE: **ABUTMENT DETAILS**

ABUTMENT PLANS
24'-0" PEDESTRIAN BRIDGE
NORTH BRIDGE - ELSIE STEPHENS PARK
PARK IMPROVEMENT PROJECT
DAYTON, MINNESOTA

Wheeler

9531 West 78th Street - Suite 100
Eden Prairie, MN 55344
952-929-7854
info@wheeler1892.com
wheeler1892.com

DATE: 11/10/22	TRACKING NO. T22946	SHEET NO.
CHK: JAS	DWN: NBB	ORDER NO. W15070N
		5 OF 6



EXCAVATION & BACKFILL DETAILS
TYPICAL AT EACH ABUTMENT

NOTES

TEMPORARY SHORING MAY BE REQUIRED DURING EXCAVATION.

NO FILL SHALL BE PLACED ON FROZEN SOIL AND NO FROZEN SOIL SHOULD BE USED AS BACKFILL.

ENGINEERED BACKFILL SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO PLACEMENT.

BACKFILL TYPE "A" SHALL BE FINE FILTER AGGREGATE IN ACCORDANCE WITH MnDOT SPECIFICATIONS. MnDOT SPEC. 3149.2I.2 SHALL BE USED FOR COMPACTED ENGINEERED BACKFILL, UNLESS NOTED OTHERWISE.

BACKFILL TYPE "B" BEHIND ABUTMENTS SHALL BE STRUCTURAL BACKFILL, PER MnDOT SPEC. 3149.2D.2, UNLESS NOTED OTHERWISE.

BACKFILL DENSITY SHALL BE ATTAINED BY THE QUALITY COMPACTION METHOD IN ACCORDANCE WITH MnDOT SPEC. 2106.3G.2.

APPROXIMATE LIMITS OF BACKFILL TYPE "A" BEFORE POURING FOOTING

APPROXIMATE LIMITS OF BACKFILL TYPE "A" AFTER POURING FOOTING

APPROXIMATE LIMITS OF BACKFILL TYPE "B" AFTER POURING ABUTMENT & WINGWALLS

KEY NOTES

① REMOVE SANDY SILTS AND REPLACE WITH COMPACTED ENGINEERED BACKFILL 7 FEET BELOW GROUND LINE OR 2 FEET BELOW FOOTING.


② BACKFILL AND FILL MUST BE "BENCHED" AS SHOWN AND REQUIRED BY THE GEOTECHNICAL ENGINEER. 10 FEET MINIMUM HORIZONTAL & 5 FEET MAXIMUM VERTICAL.

③ TO ACHIEVE REQUIRED BACKFILL DENSITY, DEWATERING MAY BE REQUIRED TO A MINIMUM OF 2 FEET BELOW LOWEST EXCAVATION. GROUNDWATER ELEVATION AT THIS SITE AT TIME OF SOIL BORINGS WAS BETWEEN EL. 835.0 AND EL. 836.5. MISSISSIPPI RIVER TOP OF WATER EL. 834.5± IN DECEMBER 2021.

④ 20 FEET LEFT & RIGHT OF CL TRAIL.

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E.F. = EACH FACE

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CERTIFIED BY: 
PROFESSIONAL ENGINEER/JOHN SOWADA
LIC. NO. 45936
DATE: 11-15-2022

SHEET TITLE:

SITE DETAILS

ABUTMENT PLANS
24'-0" PEDESTRIAN BRIDGE
NORTH BRIDGE - ELSIE STEPHENS PARK
PARK IMPROVEMENT PROJECT
DAYTON, MINNESOTA

Wheeler

9531 West 78th Street - Suite 100
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DATE: 11/10/22

TRACKING NO. T22946

SHEET NO.

CHK: JAS

DWN: NBB

ORDER NO. W15070N

6 of 6

September 14, 2022

Project Number: 22-0663

Mr. Brooks Dueterhoeft
Parkstone Contracting, LLC
8270 Foothill Road S
Cottage Grove, MN 55016

**RE: Geotechnical Exploration Report, Proposed Pedestrian Bridge, Elsie Stephens Park,
14430 Dayton River Road, Dayton, Minnesota**

Dear Mr. Dueterhoeft;

We have completed the geotechnical exploration for the proposed pedestrian bridge at the Elsie Stephens Park in Dayton. Two standard penetration test boring were completed, one at each abutment, that encountered topsoil overlying sandy native alluvial soils that extended to the termination depth of the borings. The soils, in our opinion are generally suitable for foundation support and the slope stability analysis yielded a factor of safety of 1.3 or greater. The attached geotechnical report provides a summary of our procedures results and provides recommendations for supporting the proposed bridge on typical frost depth foundations or helical anchors.

Thank you for the opportunity to assist you on this project. If you have any questions or need additional information, please contact Lucas Mol or Paul Gionfriddo at 612-729-2959.

Sincerely,

Haugo GeoTechnical Services, LLC



Paul Gionfriddo, P.E.
Senior Engineer



Lucas Mol
Project Manager

GEOTECHNICAL EXPLORATION REPORT

PROJECT:

Proposed Pedestrian Bridge
Elsie Stephens Park
14430 Dayton River Road, Dayton, Minnesota

PREPARED FOR:

Parkstone Contracting, LLC
8270 Foothill Road S
Cottage Grove, MN 55016

PREPARED BY:

Haugo GeoTechnical Services, LLC
2825 Cedar Avenue S
Minneapolis, MN 55407

Haugo GeoTechnical Services Project: 22-0663

September 14, 2022

I hereby certify that this plan, specification, or report 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.



Paul Gionfriddo, P.E.
Senior Engineer
License Number: 23093



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1.0 INTRODUCTION

1.1 Project Description

Parkstone Contracting, LLC (Parkstone) is preparing to construct a pedestrian bridge within Elsie Stephens Park in Dayton, Minnesota. The proposed bridge is part of an overall park improvement project that will include but not be limited to; new trails, park roads, sport court(s), stormwater management system improvements and fencing.

Parkstone retained Haugo Geotechnical Services to perform soil borings and complete a geotechnical exploration report with to evaluate soil and groundwater conditions with respect to foundation design of the pedestrian bridge and associated abutments.

1.2 Purpose

The purpose of this geotechnical exploration was to characterize subsurface soil and groundwater conditions and provide recommendations for pedestrian bridge foundation design and construction.

1.3 Site Description

Elsie Stephens Park is located at 14430 Dayton River Road and is owned by the City of Dayton. The park is comprised of at least 4 parcel that total about 21 acres. Based on a brief review of historical aerial photographs available on Google Earth it appears that a farmstead and the associated residential structures existed on a portion of the park. Some or all of these structures appear to have been removed fairly recently.

The overall par property contains wooded areas as well as open spaces. A ravine bisects a portion of the park that provides drainage for surface water runoff to the Mississippi River.

The proposed pedestrian bridge will be located approximately parallel to the Mississippi River and will span the ravine. The ground surface across the park had a general downward trend toward the Mississippi River with ground surface elevations ranging from about 860 along Dayton River Road to about 834 ½ at the Mississippi River. The soil borings completed for this project were taken at or near the proposed bridge abutments. The ground surface elevations at the boring locations were estimated to be near 845 feet above mean seal level.

1.4 Scope of Services

Our services were completed in accordance with our cost estimate dated July 26, 2022 and as requested by Parkstone. Our scope of services was limited to the following tasks:

- Completing two (2) Standard Penetration Test (SPT) borings each extending to a nominal depth of 40 feet.
- Sealing the borings in accordance with Minnesota Department of Health requirements.
- Visually classifying samples recovered from the soil borings.
- Performing laboratory tests on selected samples.

- Preparing soil boring logs describing the soil types/classifications and results of water level measurements.
- Performing slope stability analysis.
- Preparing an engineering report summarizing soil and groundwater conditions and providing recommendations for bridge foundation design and construction.

1.5 Documents Provided

We were provided a 137-page project manual (Plans and Specifications) titled “City of Dayton Parks & Recreation - 2022 Parks Improvement Package” that was prepared by Inside Outside Architecture, Inc. and dated March 31, 2022. Briefly the project manual included plans and specifications for Donahue Nells Neighborhood Park, Elsie Stephens Park and Hayden hills Neighborhood Park. The location of the proposed bridge was shown on sheet ESP-1 included in the plans and specifications.

1.6 Locations and Elevations

The soil boring locations were selected HGTS based on the anticipated location of the bridge abutments and site access. The approximate locations of the soil borings are shown on Figure 1, “Soil Boring Location Sketch”, in the Appendix. The sketch was prepared by HGTS using - plan sheet ESP-1 provided as a base.

We attempted to obtain the ground surface elevations at the boring locations using GPS measuring equipment. Our GPS equipment could not capture a satellite signal which we assumed was due to tree cover and because of that we estimated the elevations at the boring location based on topographic information provided on Exhibit D.

The elevations and locations referenced in this report should be considered approximate and should be verified by a registered land surveyor.

2.0 FIELD PROCEDURES

The 2 SPT borings were advanced on August 19th & 20th, 2022 by HGTS with a rotary drilling rig, using continuous flight augers to advance the boreholes. Representative samples were obtained from the borings, using the split-barrel sampling procedures in general accordance with ASTM Specification D-1586. In the split-barrel sampling procedure, a 2-inch O.D. split-barrel spoon is driven into the ground with a 140-pound hammer falling 30 inches. The number of blows required to drive the sampling spoon the last 12 inches of an 18-inch penetration is recorded as the standard penetration resistance value, or "N" value. The results of the standard penetration tests are indicated on the boring logs. The samples were sealed in containers and provided to HGTS for testing and soil classification.

A field log of each boring was prepared by HGTS. The logs contain visual classifications of the soil materials encountered during drilling, as well as the driller's interpretation of the subsurface conditions between samples and water observation notes. The final boring logs

included with this report represents an interpretation of the field logs and include modifications based on visual/manual method observation of the samples.

The soil boring logs, general terminology for soil description and identification, and classification of soils for engineering purposes are also included in the appendix. The soil boring log identify and describe the materials encountered, the relative density or consistency based on the Standard Penetration resistance (N-value, "blows per foot") and groundwater observations.

The strata changes were inferred from the changes in the samples and auger cuttings. The depths shown as changes between strata are only approximate. The changes are likely transitions, variations can occur beyond the location of the boring.

3.0 RESULTS

3.1 Geologic Overview

According to published information the surficial geology within Elsie Stephens Park consists of Middle Terrace Deposits composed of sand, gravelly sand and loamy sand. The terrace deposits are underlain by Des Moines Lobe glacial till, Superior Lobe glacial till and bedrock. and silt on the floodplains (Minnesota Geological Survey, Geologic Atlas of Hennepin County, 1989, County Atlas Series, Atlas C-47, Plate 3).

Bedrock below the site is reported to consist of the St. Lawrence and Franconia Formation. The St. Lawrence formation consists of dolomitic siltstone and shale while the Franconia formation is reported to consist of fine-grained glauconitic sandstone and shale. The St. Lawrence and Franconia Formation is reported to be about 185 feet thick (Minnesota Geological Survey, Geologic Atlas of Hennepin County, 1989, County Atlas Series, Atlas C-4, Plate 9).

Bedrock is anticipated to lie at elevations ranging from about 650 to 700 feet above mean sea level (msl) corresponding to about 150 to 200 feet below ground surface (bgs) (Minnesota Geological Survey, Geologic Atlas of Hennepin County, 1989, County Atlas Series, Atlas C-47, Plate 4).

3.2 Soil Conditions

Soil conditions encountered in the borings was similar and consisted of about 2 feet of topsoil overlying native alluvial soils (Terrace Deposits) that extended to the termination depths of the borings.

The topsoil was composed of sandy silt that contained some roots and was black in color.

The alluvial soil consisted of; silty sand, sandy silt and poorly graded sand. These soils were generally consistent with those described in the Geologic Atlas of Hennepin County and as presented in Section 3.1, above.

Penetration resistance values (N-Values) shown as blows per foot (bpf) on the boring logs within sandy alluvium ranged from 2 to 27 bpf indicating these soils had a loose to medium dense relative density. Soil boring SB-1 met with refusal at about 41 feet below the ground surface. The cause for refusal is unknown but is likely due to gravel, cobbles or boulders.

3.3 Groundwater

Groundwater was encountered in the borings at depths ranging from about 10 feet below the ground surface corresponding to elevations ranging from about 835 to 836 ½ feet. Water levels are summarized in Table 1.

Table 1. Summary of Groundwater Levels

Boring Number	Estimated Surface Elevation (feet)*	Approximate Depth to Groundwater (feet)**	Estimated Groundwater Elevation (feet)**
SB-1	845	10	835
SB-2	846 ½	10	836 ½

* = Ground surface elevations were estimated. ** = Depths and elevations were rounded to the nearest ½ foot. NE = Not encountered.

Water levels were measured on the dates as noted on the boring logs and the period of water level observations was relatively short. The borings were completed near the Mississippi River and we anticipate that water levels below the site are likely associated with water levels in the river. We further anticipate that water levels will fluctuate with river levels.

Groundwater monitoring wells or piezometers would be required to more accurately determine water levels. Seasonal and annual fluctuations in groundwater levels should be expected.

3.4 Laboratory Testing

Laboratory moisture content and percent passing the #200 sieve (P200) tests were performed on selected samples recovered from the soil borings. Results of the laboratory moisture content and P-200 tests are summarized in Table 2 and are also shown on the boring logs adjacent to the sample tested.

Table 2. Summary of Laboratory Tests

Boring Number	Sample Number	Depth (feet)	Moisture Content (%)*	P-200 (%)*
SB-1	SS-3	5	16	50
SB-2	SS-14	2 ½	8	24 ½

*Moisture content and P-200 contents were rounded to the nearest ½ percent.

3.5 Slope Stability Analysis

We used GSLOPE, a computer-based program, to analyze the global stability of the slope. Global stability refers to the stability of the entire soil mass (or entire slope) to resist downward movement. The soil types, the soils estimated engineering properties and the proposed construction were used to evaluate the stability of the slope.

We then analyzed the slope by modeling it to accommodate the proposed facility. Six (6) potential failure modes were analyzed. The slopes were analyzed in both the east-west direction (i.e., toward the ravine) and in the north-south direct (toward the Mississippi River). A Factor of Safety (FOS) greater than 1 indicates a stable slope configuration and a minimum FOS of 1.25 (often rounded to 1.3) is typically required for non-critical structures built on or near a slope.

The modelling and analyses of the proposed site conditions showed a FOS greater than 1.3 for each of the 6 potential failure modes. Copies of the analyses are included the Appendix.

3.6 OSHA Soil Classification

The soils encountered in the borings consisted of sandy soils composed of; sandy silt, silty sand and poorly graded sand corresponding to the ASTM classifications ML, SM and SP, respectively. These soils will generally be Type C soils under Department of Labor Occupational Safety and Health Administration (OSHA) guidelines.

An OSHA-approved qualified person should review the soil classification in the field. Excavations must comply with the requirements of OSHA 29 CFR, Part 1926, Subpart P, "Excavations and Trenches." This document states excavation safety is the responsibility of the contractor. The project specifications should reference these OSHA requirements.

4.0 DISCUSSION AND RECOMMENDATIONS

4.1 Proposed Construction

Based on correspondence with Parkstone and/or the bridge designers we understand that the new bridge will be 8 feet wide and 24 feet long. We understand that a final bridge deign has not yet been determined but could be constructed of steel trusses supporting steel floor beams, steel stringers and a timber plank deck or could be constructed of structural wood/timber materials

We assume the new bridge will be constructed at or near existing site grades so that cuts or fill for permanent grade changes will be less than 3 feet. Based on those assumptions we anticipate that maximum abutment reactions of 150 kips can be expected. We further anticipate that the bridge could be supported on typical frost depth footings or a deep foundation system such as helical anchors.

We further understand that the final bridge location has also not yet been determined. Soil borings for potential alternate locations were not completed as part of this exploration. Soil conditions could vary over a relatively short distance and if the bridge will be constructed at a different location it may be appropriate to perform additional borings at the desired location(s) to further characterize subsurface soil and groundwater conditions.

We have attempted to describe our understanding of the project based on the information provided. Because the project is in the concept and preliminary design phases, changes to some or all aspects of the project could change. If the locations of the proposed structures change or if grades change by more than 3 feet we should be notified. Additional soil borings, analysis and revised recommendations may be required.

4.2 Discussion

General We understand that the proposed bridge could potentially be supported on a deep foundation system such as helical anchors. Regardless of which foundation system is selected the vegetation and topsoil encountered in the borings are not suitable for foundation support and will need to be removed and replaced, as needed, with suitable compacted engineered fill.

Slope Stability Our slope stability analysis indicated a FOS greater than 1.3 for the 6 potential failure modes. Based on our analysis it is our opinion the slope(s) is stable and suitable for construction of the proposed bridge.

Although our analysis indicates a stable slope configuration, slopes can be susceptible to erosion. There are several means and methods to minimize slope erosion which are discussed in Section 4.6.

Conventional Frost Depth Footings

We understand that the bridge could be supported on typical frost depth footing which will bear at least 5 feet below the ground surface for frost protections. At these depths the foundations will bear on soils identified as sandy silt (ASTM classification ML). These soils had a loose relative density and in our opinion are not suitable for foundation support. Often times loose soils can simply be compacted to provide a suitable platform for foundation support. However, the sandy silt soils are a moisture sensitive material and can be difficult to compact. If the bridge will be supported on conventional frost depth foundations, we recommend removing the sandy silt and replacing it with suitable compacted engineered fill. Based on the soil borings we anticipate soil corrections extending to about 7 feet below the ground surface corresponding to about 2 feet below the bottom of the footings.

The underlying soils identified as poorly graded sand, in our opinion, are suitable for foundation support.

Groundwater encountered at about 10 feet below the ground surface at the time of this report. We generally do not anticipate that groundwater will be encountered during foundation construction. Given the proximity to the Mississippi River, you must be aware that water levels can vary and that groundwater could be encountered during construction and dewatering could be required.

Helical Anchors

As an alternative to soil corrections the pedestrian bridge could potentially be supported on helical anchors. In very general terms, helical anchors are metal rods fitted with "Helical" shaped flanges that are "screwed" into suitable bearing soils at depth. The helical anchors would extend through the sandy silt and any soft or loose soils and bear on the underlying stiffer native alluvial soils to support the foundations. Helical anchors could potentially reduce or eliminate the need for dewatering.

Driven Pile Foundations

A driven pile system can provide a suitable foundation for bridge support. However, a driven pile foundation system will likely involve mobilizing large pieces of equipment to the site. In addition, the number of pile and associated total footage required for the project will likely be relatively small. For these reasons a driven pile foundation system may not be feasible or cost effective. Recommendations for driven pile were beyond the scope of this evaluation and are not included in this report. Recommendations for driven pile can be provided if requested.

Groundwater Groundwater was encountered in the borings at about 10 feet below the ground surfer corresponding to elevations ranging from about 835 to 836 ½ feet. We generally do not anticipate that groundwater will be encountered during foundation construction. Since the borings were completed near the Mississippi River, we anticipate that water levels below the site are likely associated with water levels in the river and that water levels will fluctuate with river levels. Given the proximity to the Mississippi River, you must be aware that water levels can vary and that groundwater could be encountered during construction and dewatering could be required.

4.3 Foundation Recommendations - Frost Depth Foundations

Excavations We recommend removing all vegetation, topsoil, silts (sandy silt), organic soils and any soft or otherwise unsuitable materials, if any, from within the foundations and oversize areas. Table 3 summarizes the anticipated excavation depths at the boring locations. Excavation depths may vary and could be deeper.

Table 3. Anticipated Excavation Depths

Boring Number	Estimated Surface Elevation (feet)	Anticipated Excavation Depth (feet)*	Estimated Excavation Elevation (feet)*	Estimated Groundwater Elevation (feet)*
SB-1	845	7	838	835
SB-2	846 ½	7	839 ½	836 ½

*Excavation depths and elevation were rounded to the nearest ½ foot.

Oversizing In areas where the excavations extend below the foundation elevation, the excavation requires oversizing. We recommend the perimeter of the excavation be extended a foot outside the proposed footprint for every foot below footing grade (1H:1V oversizing). The purpose of the oversizing is to provide lateral support of the pavements.

Fill Material Since the bridge abutments will be located within or near the Mississippi River, we recommend additional fill or backfill consist of a “clean coarse” sand having less than 50 percent of the particles by weight passing the #40 sieve and less than 5 percent of the particles by weight passing the #200 sieve.

Backfilling Prior to placing additional fill and/or the footings, we recommend any loose or disturbed sand soils be surface compacted to increase their density and uniformity with a large self-propelled vibratory compactor.

We recommend compacting the backfill at moisture contents within a range of 1 percentage point below and 3 percentage points above its optimum moisture content. Granular fill classified as SP or SP-SM should be placed within 65 percent to 105 percent of its optimum moisture content as determined by the standard Proctor. The upper 3 feet of fill and backfill should be compacted to a minimum of 100 percent of its standard Proctor maximum dry density. All fill should be placed in thin lifts and be compacted with a large self-propelled vibratory compactor operating in vibratory mode.

In areas where fill depths will exceed 10 feet, if any, we recommend that compaction levels be increased to a minimum of 100 percent of standard Proctor density. Even with the increased compaction levels a construction delay may be required to allow for post construction settlement of the fill mass.

Fill and backfill placed on slopes must be “benched” into the underlying suitable soil to reduce the potential for slip planes to develop between the fill and underlying soil. We recommend “benching” or excavating into the slope at 5 feet vertical intervals to key the fill into the slope. We recommend each bench be a minimum of 10 feet wide.

Dewatering We generally do not anticipate that groundwater will be encountered during foundation construction. In the event groundwater is encountered and dewatering is required, we recommend the groundwater level be temporarily lowered to a minimum of 2 feet below the lowest anticipated excavation elevation to allow for construction. In sand soils we do not recommend attempting to dewater from within the excavation. Upward seepage will loosen and disturb the excavation, resulting in a “quick condition”. Rather, we recommend groundwater be drawn down below the anticipated excavation bottom.

It may be appropriate to consult a dewatering contractor to review the soil boring logs, develop a dewatering plan and evaluate the impact of dewatering on adjacent structures.

Foundations We recommend the foundations bear at least 5 feet below grade for frost protection.

We anticipate the foundations will bear on compacted sandy engineered fill or the native sands. With the foundations prepared as recommended it is our opinion the footings can be designed for a net allowable bearing pressure up to 3,000 pounds per square foot (psf).

We anticipate total and differential settlement of the foundations will be less than 1 inch and ½ inch, respectively across an approximate 30-foot span.

4.4 Foundation Recommendations – Helical Anchors

As an alternative the pedestrian bridge could be supported on helical anchors. HGTS does not design or install helical anchors. If a helical anchor system is chosen to support the proposed bridge, we recommend a specialty contractor be consulted for anchor design and/or installation. Some local helical anchor designers and/or installers include but are not limited to; Mr. Mike Moeller with Atlas Foundation Company at 763-428-2261, Veit Companies at 763-428-2242, The Hanson Group, 612-708-3572 or Brent Krohn with the Deep Foundation Group at 507-380-9313.

Soil borings SB-1 and SB-2 were completed to nominal depths of 40 and 45 feet, respectively, and likely extended to depths sufficient for use in helical anchor design.

We recommend the footings bear a minimum of 5 feet (60 inches) below the exterior grade for frost protection.

4.5 Below Grade Walls/Abutment Walls

Regardless of which foundation system is selected, the bridge abutment walls will have lateral loads from the surrounding soil transmitted to them. The site soils are generally granular in composition. We recommend either placing drainage composite against the backs of the exterior walls or backfilling adjacent to the walls with sand having less than 50 percent of the particles by weight passing the #40 sieve and less than 5 percent of the particles by weight passing the #200 sieve. The sand backfill should be placed within 2 feet horizontally of the wall. We recommend the balance of the backfill for the walls consist of sand however the sand may contain up to 20 percent of the particles by weight passing the #200 sieve.

We recommend installing drain tile behind the below grade walls, adjacent to the wall footing. Preferably the drain tile should consist of perforated pipe embedded in gravel. A geotextile filter fabric should encase the pipe and gravel. The drain tile should be routed to a storm sewer other suitable disposal site.

Active earth pressures can be used to design the abutment walls if the walls are allowed to rotate slightly. If wall rotation cannot be tolerated then wall design should be based on at-rest earth pressures. It is our opinion that the estimated soil parameters presented in Table 4 can be used for below grade wall design. These estimated soil parameters are based on the assumptions that the walls are drained, there are no surcharge loads within a horizontal distance equal to the height of the wall and the backfill is level.

Table 4. Estimated Soil Parameters

Soil Type	Estimated Unit Weight (pcf)	Estimated Friction Angle (degrees)	At-Rest Pressure (pcf)	Active Soil Pressure (pcf)	Passive Soil Pressure (pcf)
Sand (SP, SP-SM)	120	32	55	35	390
Other Soils (SM, ML, CL, SC, SC-SM)	135	28	70	50	375

Resistance to lateral earth pressures will be provided by passive resistance against the wall footings and by sliding resistance along the bottom of the wall footings. We recommend a sliding coefficient of 0.35. This value does not include a factor of safety.

4.6 Erosion Control

We understand that the ravine provides a drainage path for surface water runoff which discharges to the Mississippi River. Although our analysis indicates a stable slope configuration, slopes can be susceptible to erosion. From the Minnesota Stormwater Manual, some typical erosion prevention and stabilization practices include one or more of the following;

- Seeding; Seed mixes are available to establish temporary and permanent vegetative cover on exposed soil. The Minnesota Department of Transportation (Mn/DOT) has researched various seed mixes and has identified mixes for specific site characteristics and uses.
- Natural and synthetic mulches; Mulch is applied to form a temporary and protective cover on exposed soils. Mulch can help retain moisture in the soil to promote vegetative growth, reduce evaporation, insulate the soil, and reduce erosion. Common mulch materials are straw or wood chips. It is important to apply at proper rates to ensure adequate coverage. Straw mulch is typically applied at two tons/acre to achieve at least 90 percent soil coverage.
- Tackifiers & Stabilizers; Hydraulic soil stabilizers are hydraulically applied soil tackifiers or mulch material. The soil tackifiers help “glue” soil particles together to prevent erosion. There are many types, each with its own purpose. They may be applied with or without seed. Hydraulic soil stabilizers are often used as a temporary application on steep slopes or areas with limited access or to aid in seed germination (hydroseeding). They are not appropriate for use in concentrated flow locations, such as in road ditches. It is also important to apply the product at correct rates to be effective in preventing erosion. Hydromulches should provide 100 percent soil coverage.
- Erosion Control Blankets; Erosion control blankets and turf reinforcement mats are single or multiple layer sheets made of natural and/or synthetic materials that provide structural stability to bare surfaces and slopes. Blankets and mats are often used in conjunction with seed mixes to promote vegetation establishment. A wide variety of blankets and mats exist for use under varying circumstances. In addition, compost can be used for erosion control and site stabilization.
- Compost; Compost can be used as an erosion control measure and to establish vegetation as well. The compost should be finished and without odor. It can be applied quickly and uniformly with hydraulic application.
- Sod; Sod is commonly used for permanent stabilization and for immediate visual aesthetics. Sod can provide immediate stabilization around drop inlets and in swales, ditches, and channels.
- Riprap; Riprap is used to stabilize areas with high erosive power by increasing surface roughness and slowing the velocity of runoff. Applicable areas on a site may include inlets and outlets of storm pipes and culverts, bridges, slopes drains, storm drains, and other areas where concentrated runoff may occur. Riprap is also effective for protecting and stabilizing slopes, channels, streambanks, and shorelines

Selecting and installing the appropriate erosion control methods will likely depend on several factors such as the intensity and duration of any precipitation events, run-off volumes and flow velocities. HGTS does not practice in the design or installation of erosion control or slope stabilization systems. We recommend a qualified civil engineer and/or landscape architect be retained for that purpose.

5.0 CONSTRUCTION CONSIDERATIONS

5.1 Excavation

The soils encountered in the borings consisted of sandy soils composed of; sandy silt, silty sand and poorly graded sand corresponding to the ASTM classifications ML, SM and SP, respectively. These soils will generally be Type C soils under Department of Labor Occupational Safety and Health Administration (OSHA) guidelines.

Temporary excavations in Type C soils should be constructed at a minimum of 1 ½ foot horizontal to every 1 foot vertical within excavations. Slopes constructed in this manner may still exhibit surface sloughing. If site constraints do not allow the construction of slopes with these dimensions, then temporary shoring may be required.

5.2 Observations

A geotechnical engineer or qualified engineering technician should observe the excavation subgrade to evaluate if the subgrade soils are similar to those encountered in the borings and adequate to support the proposed construction.

5.3 Backfill and Fills

Site soils that will be excavated and reused as backfill and fill appear to be above and below their assumed optimum moisture content. It may be necessary to moisture condition (wet or dry) these soils to achieve the recommended compaction. We recommend that fill and backfill be placed in lifts not exceeding 4 to 12 inches, depending on the size of the compactor and materials used.

5.4 Testing

We recommend density tests of backfill and fills placed during construction of the bridge and abutments. Samples of the proposed materials should be submitted to our laboratory prior to placement for evaluation of their suitability and to determine their optimum moisture content and maximum dry density (Standard Proctor).

5.5 Winter Construction

If site grading and construction is anticipated to proceed during cold weather, all snow and ice should be removed from cut and fill areas prior to additional grading and placement of fill. No fill should be placed on frozen soil and no frozen soil should be used as fill or backfill.

Concrete delivered to the site should meet the temperature requirements of ASTM and/or ACI. Concrete should not be placed on frozen soil. Concrete should be protected from freezing until the necessary strength is obtained. Frost should not be permitted to penetrate below the footings.

6.0 PROCEDURES

6.1 Soil Classification

The drill crew chief visually and manually classified the soils encountered in the borings in general accordance with ASTM D 2488, "Description and Identification of Soils (Visual-Manual Procedure)". Soil terminology notes are included in the Appendix. The samples were returned to our laboratory for review of the field classification by a geotechnical engineer. Samples will be retained for a period of 30 days.

6.2 Groundwater Observations

Immediately after taking the final samples in the bottom of the borings, the hole was checked for the presence of groundwater. Again, at the end of the drilling day, the borings were re-checked for the presence of groundwater with the levels and time delay being noted on the boring logs.

7.0 GENERAL

7.1 Subsurface Variations

The analyses and recommendations presented in this report are based on data obtained from a limited number of soil borings. Variations can occur away from the borings, the nature of which may not become apparent until additional exploration work is completed or construction is conducted. A reevaluation of the recommendations in this report should be made after performing on-site observations during construction to note the characteristics of any variations. The variations may result in additional foundation costs and it is suggested that a contingency be provided for this purpose.

It is recommended that we be retained to perform the observation and testing program during construction to evaluate whether the design is as expected, if any design changes have affected the validity of our recommendations, and if our recommendations have been correctly interpreted and implemented in the designs, specifications and construction methods. This will allow correlation of the soil conditions encountered during construction to the soil borings and will provide continuity of professional responsibility.

7.2 Review of Design

This report is based on the design of the proposed structures as related to us for preparation of this report. It is recommended that we be retained to review the geotechnical aspects of the design and specifications. With the review we will evaluate whether any changes have affected the validity of the recommendations and whether our recommendations have been correctly interpreted and implemented in the design and specifications.

7.3 Groundwater Fluctuations

We made water level measurements in the borings at the times and under the conditions stated on the boring logs. The data was interpreted in the text of this report. The period of observation was relatively short and fluctuations in the groundwater level may occur due to rainfall, flooding, irrigation, spring thaw, drainage, and other seasonal and annual factors not evident at the time the observations were made. Design drawings and specifications and construction planning should recognize the possibility of fluctuations.

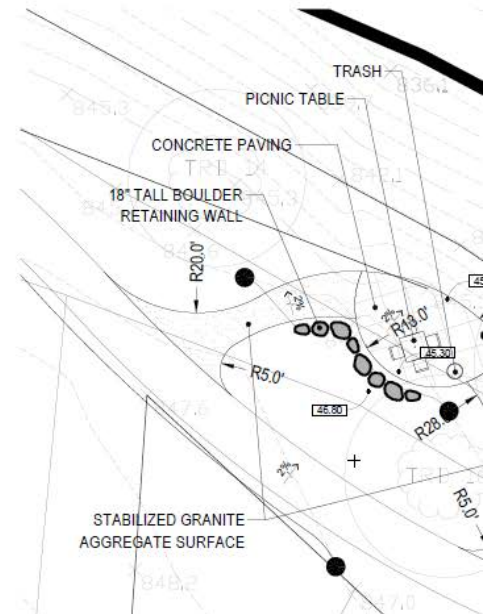
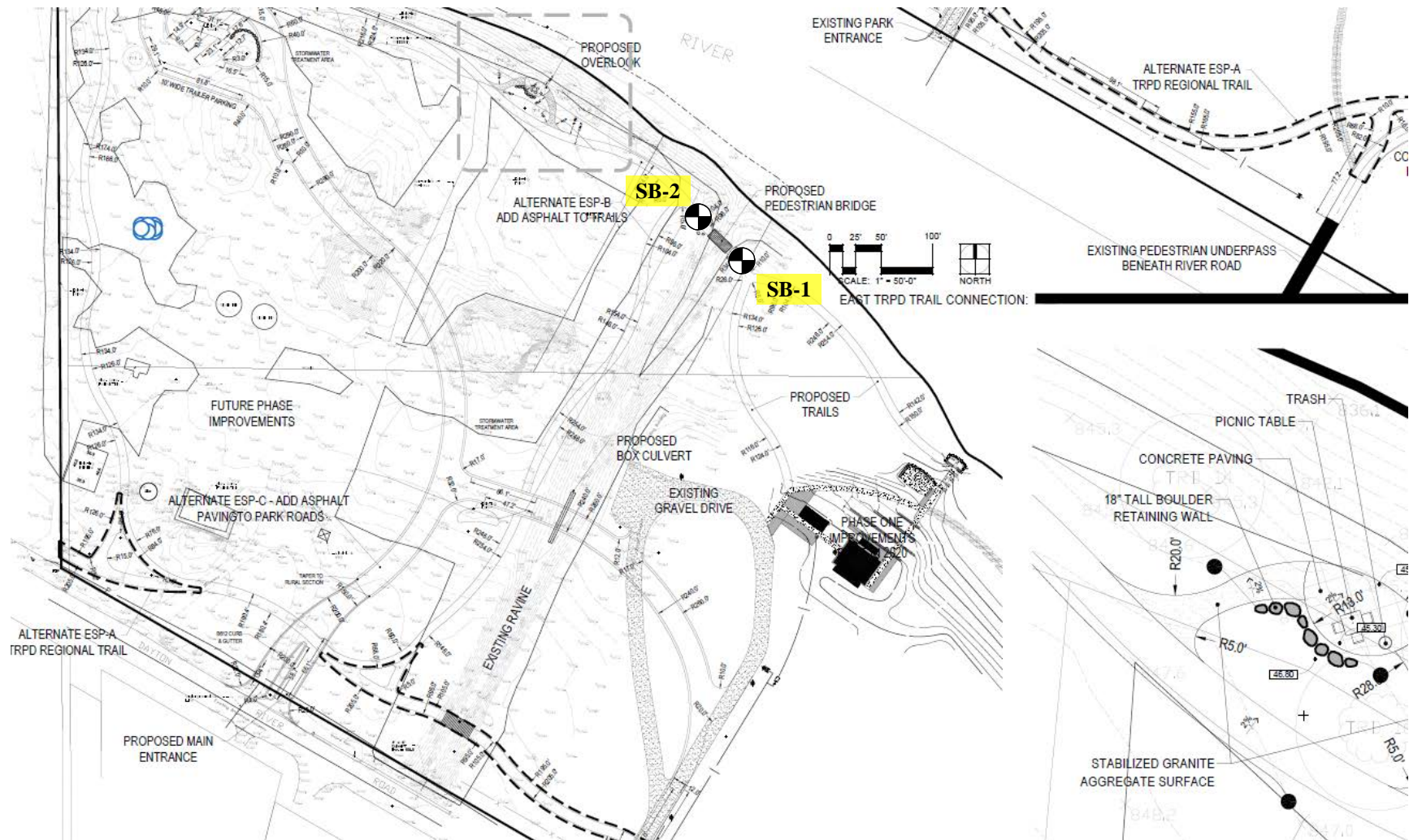
7.4 Use of Report

This report is for the exclusive use of the Parkstone Contracting, LLC and their design team to use to design the proposed structures and prepare construction documents. In the absence of our written approval, we make no representation and assume no responsibility to other parties regarding this report. The data, analysis and recommendations may not be appropriate for other structures or purposes. We recommend that parties contemplating other structures or purposes contact us.

7.5 Level of Care

Haugo GeoTechnical Services, LLC has used the degree of skill and care ordinarily exercised under similar circumstance by members of the profession currently practicing in this locality. No warranty expressed or implied is made.

APPENDIX



Legend



Approximate Soil Boring Location

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed.
This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.



Haugo GeoTechnical Services, LLC
2825 Cedar Avenue South
Minneapolis, MN 55407

Soil Boring Location Sketch
Elsie Stephens Park
Dayton, MN

Figure #: 1
Drawn By: LM
Date: 8/22/22
Scale: None
Project #: 22-0663



Haugo GeoTechnical Services
2825 Cedar Ave South
Minneapolis, MN 55407
Telephone: 612-729-2959
Fax: 763-445-2238

BORING NUMBER SB-1

PAGE 1 OF 1

CLIENT Parkstone Construction, LLC

PROJECT NAME Elsie Stephens Park

PROJECT NUMBER 22-0663

PROJECT LOCATION Dayton, Minnesota

DATE STARTED 8/19/22 COMPLETED 8/19/22

GROUND ELEVATION 845 ft HOLE SIZE 3 1/4 inches

DRILLING CONTRACTOR HGTS - 750

GROUND WATER LEVELS:

DRILLING METHOD Hollow Stem Auger/Split Spoon

▽ AT TIME OF DRILLING 10.00 ft / Elev 835.00 ft

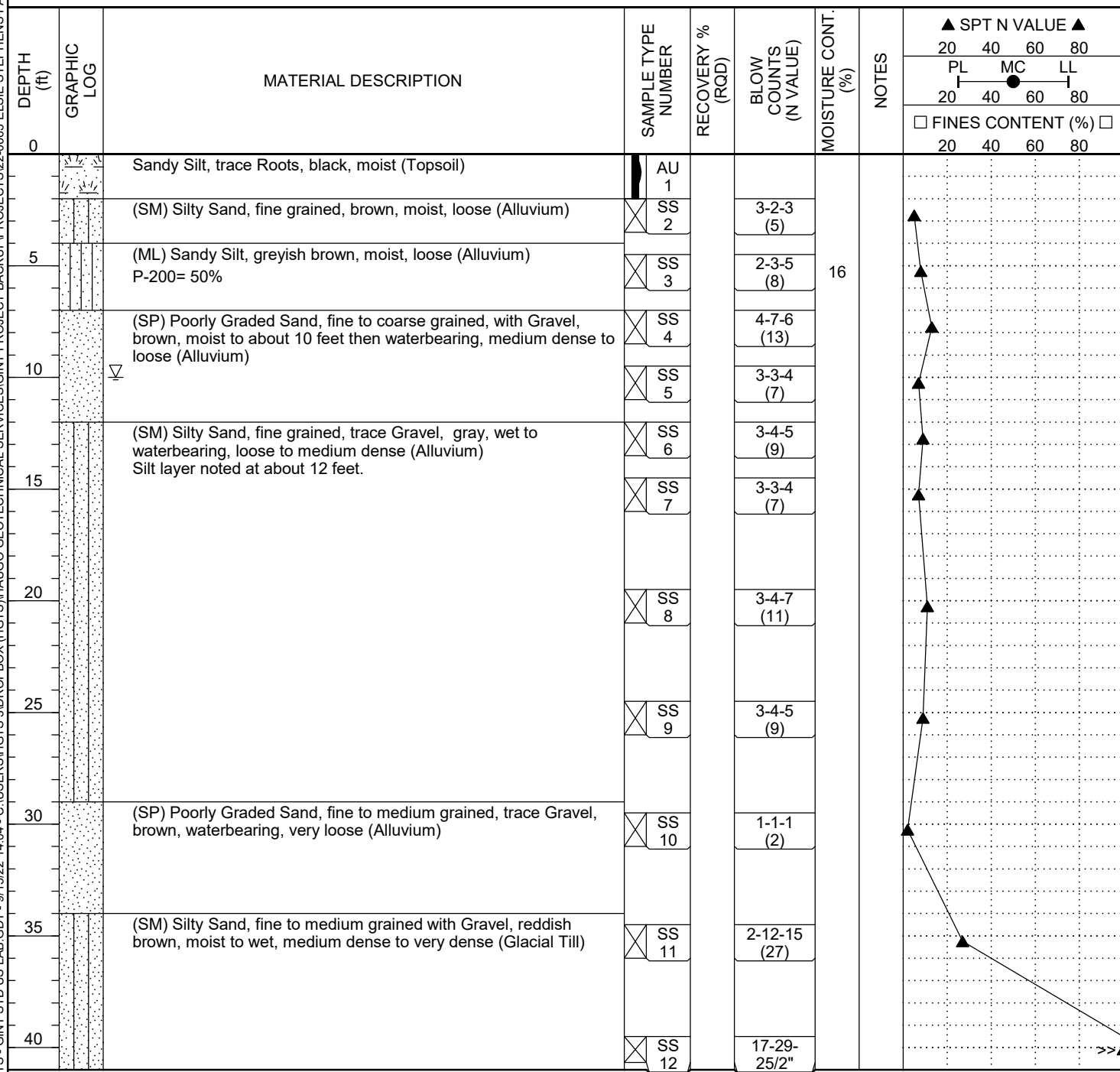
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AT END OF DRILLING ---

NOTES Ground Surface Elevation Estimated

AFTER DRILLING ---

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Haugo GeoTechnical Services
2825 Cedar Ave South
Minneapolis, MN 55407
Telephone: 612-729-2959
Fax: 763-445-2238

BORING NUMBER SB-2

PAGE 1 OF 1

CLIENT Parkstone Construction, LLC

PROJECT NAME Elsie Stephens Park

PROJECT NUMBER 22-0663

PROJECT LOCATION Dayton, Minnesota

DATE STARTED 8/19/22 COMPLETED 8/20/22

GROUND ELEVATION 846.5 ft HOLE SIZE 3 1/4 inches

DRILLING CONTRACTOR HGTS - 750

GROUND WATER LEVELS:

DRILLING METHOD Hollow Stem Auger/Split Spoon

▽ AT TIME OF DRILLING 10.00 ft / Elev 836.50 ft

LOGGED BY MS CHECKED BY PG

AT END OF DRILLING ---

NOTES Ground Surface Elevation Estimated

AFTER DRILLING ---

GEOTECH BH PLOTS - GINT STD US LAB.GDT - 9/15/22 14:04 - C:\USERS\HGTS 3\DROPBOX (HGTS)\HAUGO GEOTECHNICAL SERVICES\GINT PROJECT BACKUP\PROJECTS\22-0663 ELSIE STEPHENS PARK.GPJ

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	MOISTURE CONT. (%)	NOTES	▲ SPT N VALUE ▲			
								20	40	60	80
0		Sandy Silt, trace Roots, black, moist (Topsoil)	AU 13								
		(SM) Silty Sand, fine grained, brown, moist, very loose (Alluvium) P-200= 24.5%	SS 14		2-2-2 (4)	8					
5		(ML) Sandy Silt, greyish brown, moist, loose (Alluvium)	SS 15		3-2-3 (5)						
		(SP) Poorly Graded Sand, fine to coarse grained, with Gravel, brown, moist to about 10 feet then waterbearing, medium dense to loose (Alluvium)	SS 16		11-10-9 (19)						
10			SS 17		5-7-8 (15)						
		(SM) Silty Sand, fine grained, trace Gravel, gray, wet to waterbearing, loose to medium dense (Alluvium)	SS 18		5-7-8 (15)						
15		(ML) Sandy Silt, grey, wet to waterbearing, very loose (Alluvium)	SS 19		1-2-2 (4)						
		(SM) Silty Sand, fine grained, trace Gravel, gray, wet to waterbearing, loose to medium dense (Alluvium)	SS 20		5-6-5 (11)						
20			SS 21		5-7-7 (14)						
25			SS 22		6-8-9 (17)						
30			SS 23		8-8-11 (19)						
35			SS 24		1-1-2 (3)						
40		(SM) Silty Sand, fine to medium grained with Gravel, reddish brown, moist to wet, medium dense to very dense (Glacial Till)	SS 24								
45			SS 25		8-9-11 (20)						

Bottom of borehole at 46.0 feet.

181

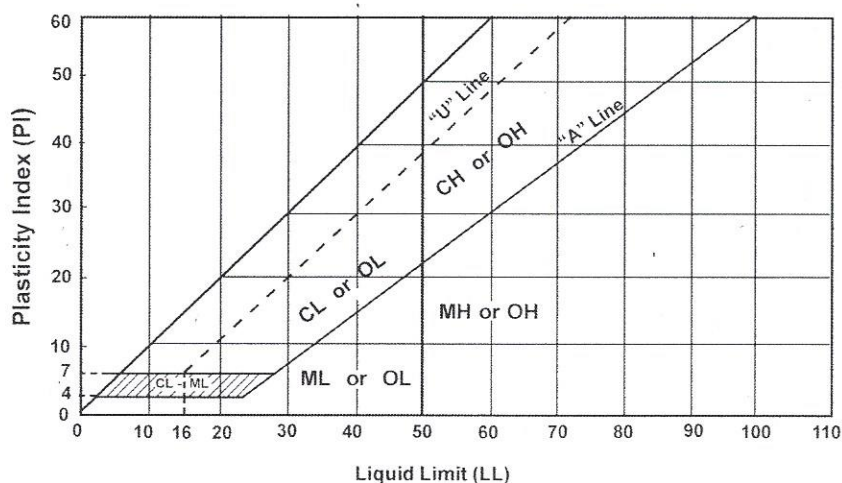


Standard D 2487 - 00

Classification of Soils for Engineering Purposes
(Unified Soil Classification System)

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests ^a					Soils Classification	
					Group Symbol	Group Name ^b
Coarse-grained Soils more than 50% retained on No. 200 sieve	Gravels More than 50% of coarse fraction retained on No. 4 sieve	Clean Gravels 5% or less fines ^e	$C_u \geq 4$ and $1 \leq C_c \leq 3^c$	GW	Well-graded gravel ^d	
			$C_u < 4$ and/or $1 > C_c > 3^c$	GP	Poorly graded gravel ^d	
		Gravels with Fines More than 12% fines ^e	Fines classify as ML or MH	GM	Silty gravel ^{d,f,g}	
			Fines classify as CL or CH	GC	Clayey gravel ^{d,f,g}	
	Sands 50% or more of coarse fraction passes No. 4 sieve	Clean Sands 5% or less fines ⁱ	$C_u \geq 6$ and $1 \leq C_c \leq 3^c$	SW	Well-graded sand ^h	
			$C_u < 6$ and/or $1 > C_c > 3^c$	SP	Poorly graded sand ^h	
		Sands with Fines More than 12% ⁱ	Fines classify as ML or MH	SM	Silty sand ^{f,g,h}	
			Fines classify as CL or CH	SC	Clayey sand ^{f,g,h}	
Fine-grained Soils 50% or more passed the No. 200 sieve	Silt and Clays Liquid limit less than 50	Inorganic	PI > 7 and plots on or above "A" line ^j	CL	Lean clay ^{k,l,m}	
			PI < 4 or plots below "A" line ^j	ML	Silt ^{k,l,m}	
		Organic	Liquid limit - oven dried < 0.75	OL	Organic clay ^{k,l,m,n}	
			Liquid limit - not dried	OL	Organic silt ^{k,l,m,o}	
	Silt and clays Liquid limit 50 or more	Inorganic	PI plots on or above "A" line	CH	Fat clay ^{k,l,m}	
			PI plots below "A" line	MH	Elastic silt ^{k,l,m}	
		Organic	Liquid limit - oven dried < 0.75	OH	Organic clay ^{k,l,m,p}	
			Liquid limit - not dried	OH	Organic silt ^{k,l,m,q}	
Highly Organic Soils		Primarily organic matter, dark in color and organic odor		PT	Peat	

- a. Based on the material passing the 3-in (75mm) sieve.
b. If field sample contained cobbles or boulders, or both, add "with cobbles or boulders or both" to group name.
c. $C_u = D_{60}/D_{10}$ $C_c = (D_{30})^2 / (D_{10} \times D_{60})$
d. If soil contains $\geq 15\%$ sand, add "with sand" to group name.
e. Gravels with 5 to 12% fines require dual symbols:
GW-GM well-graded gravel with silt
GW-GC well-graded gravel with clay
GP-GM poorly graded gravel with silt
GP-GC poorly graded gravel with clay
f. If fines classify as CL-ML, use dual symbol GC-GM or SC-SM.
g. If fines are organic, add "with organic fines" to group name.
h. If soil contains $\geq 15\%$ gravel, add "with gravel" to group name.
i. Sands with 5 to 12% fines require dual symbols:
SW-SM well-graded sand with silt
SW-SC well-graded sand with clay
SP-SM poorly graded sand with silt
SP-SC poorly graded sand with clay
j. If Atterberg limits plot in hatched area, soil is a CL-ML, silty clay.
k. If soil contains 10 to 29% plus No. 200, add "with sand" or "with gravel" whichever is predominant.
l. If soil contains $\geq 30\%$ plus No. 200, predominantly sand, add "sandy" to group name.
m. If soil contains $\geq 30\%$ plus No. 200 predominantly gravel, add "gravelly" to group name.
n. PI ≥ 4 and plots on or above "A" line.
o. PI < 4 or plots below "A" line.
p. PI plots on or above "A" line.
q. PI plots below "A" line.



Laboratory Tests

DD	Dry density, pcf	OC	Organic content, %
WD	Wet density, pcf	S	Percent of saturation, %
MC	Natural moisture content, %	SG	Specific gravity
LL	Liquid limit, %	C	Cohesion, psf
PL	Plastic limit, %	ϕ	Angle of internal friction
PI	Plasticity index, %	qu	Unconfined compressive strength, psf
P200	% passing 200 sieve	qp	Pocket penetrometer strength, tsf

Particle Size Identification

Boulders	over 12"
Cobbles	3" to 12"
Gravel	
Coarse	3/4" to 3"
Fine	No. 4 to 3/4"
Sand	
Coarse	No. 4 to No. 10
Medium	No. 10 to No. 40
Fine	No. 40 to No. 200
Silt	< No. 200, PI < 4 or below "A" line
Clay	< No. 200, PI ≥ 4 and on or above "A" line

Relative Density of Cohesionless Soils

Very loose	0 to 4 BPF
Loose	5 to 10 BPF
Medium dense	11 to 30 BPF
Dense	31 to 50 BPF
Very dense	over 50 BPF

Consistency of Cohesive Soils

Very soft	0 to 1 BPF
Soft	2 to 3 BPF
Rather soft	4 to 5 BPF
Medium	6 to 8 BPF
Rather stiff	9 to 12 BPF
Stiff	13 to 16 BPF
Very stiff	17 to 30 BPF
Hard	over 30 BPF

Drilling Notes

Standard penetration test borings were advanced by 3 1/4" or 6 1/4" ID hollow-stem augers unless noted otherwise. Jetting water was used to clean out auger prior to sampling only where indicated on logs. Standard penetration test borings are designated by the prefix "ST" (Split Tube). All samples were taken with the standard 2" OD split-tube sampler, except where noted.

Power auger borings were advanced by 4" or 6" diameter continuous-flight, solid-stem augers. Soil classifications and strata depths were inferred from disturbed samples augered to the surface and are, therefore, somewhat approximate. Power auger borings are designated by the prefix "B."

Hand auger borings were advanced manually with a 1 1/2" or 3 1/4" diameter auger and were limited to the depth from which the auger could be manually withdrawn. Hand auger borings are indicated by the prefix "H."

BPF: Numbers indicate blows per foot recorded in standard penetration test, also known as "N" value. The sampler was set 6" into undisturbed soil below the hollow-stem auger. Driving resistances were then counted for second and third 6" increments and added to get BPF. Where they differed significantly, they are reported in the following form: 2/12 for the second and third 6" increments, respectively.

WH: WH indicates the sampler penetrated soil under weight of hammer and rods alone; driving not required.

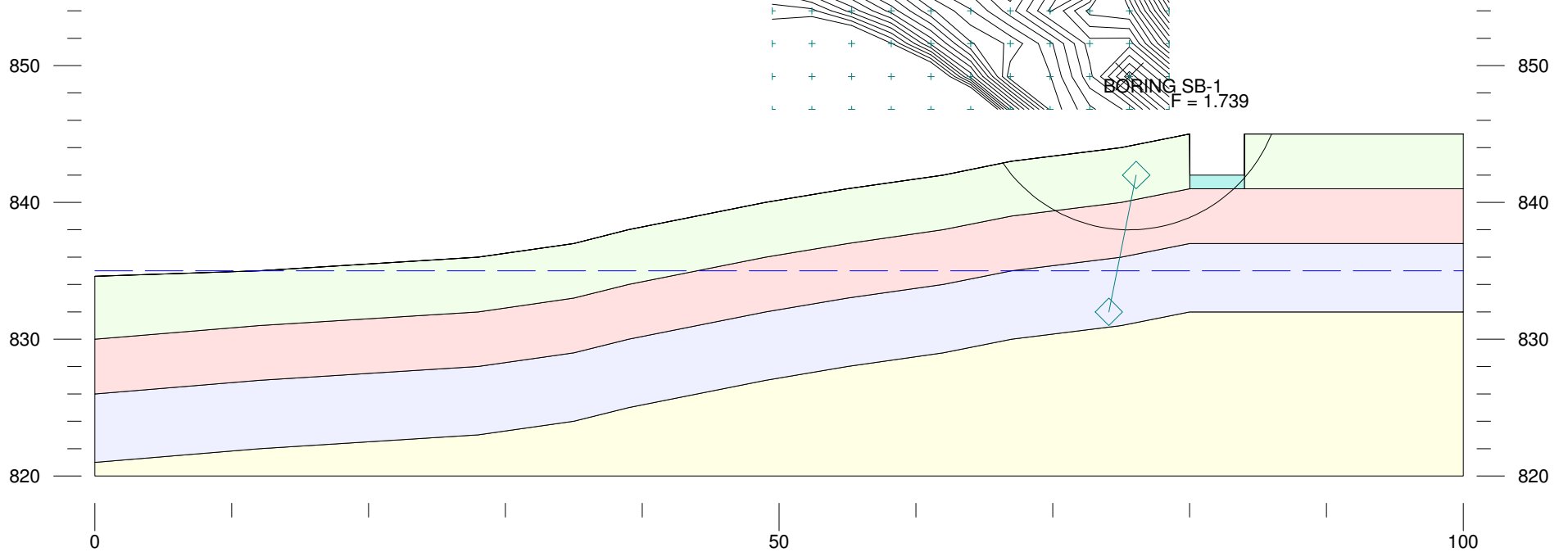
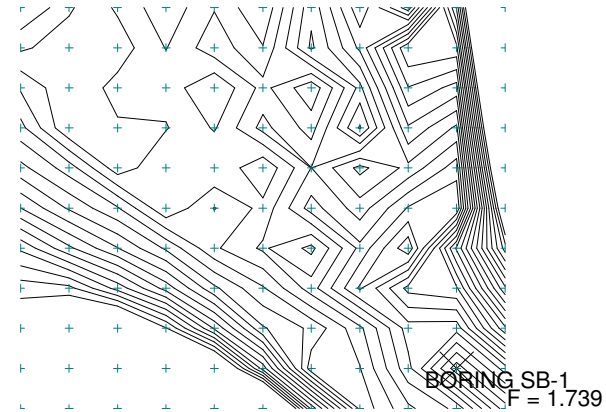
WR: WR indicates the sampler penetrated soil under weight of rods alone; hammer weight and driving not required.

TW indicates thin-walled (undisturbed) tube sample.

Note: All tests were run in general accordance with applicable ASTM standards.

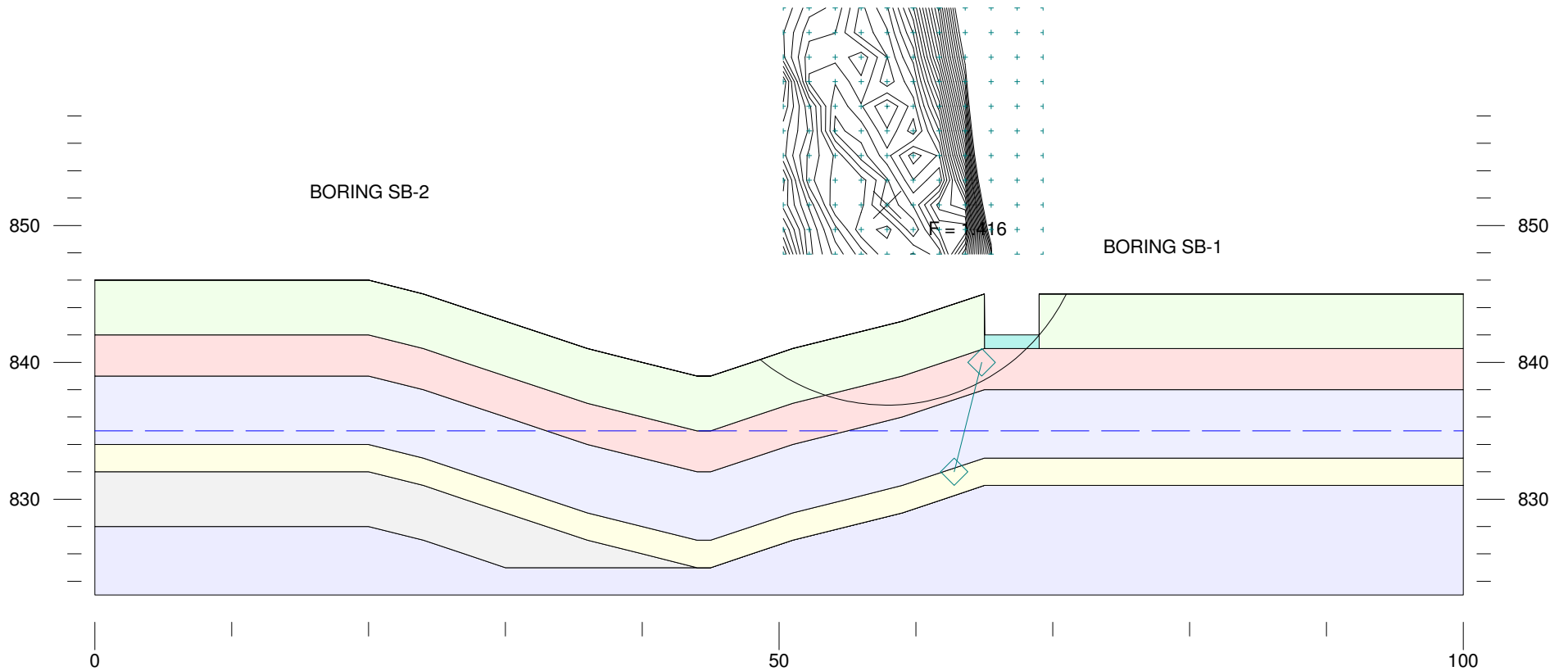
	Gamma pcf	C psf	Phi deg	Piezo Surf.
Bridge Abutment	3000	0	0	1
SM Silty Sand	120	0	30	1
ML Sandy Silt	120	0	28	1
SP Poorly Graded San	115	0	32	1
SM Silty Sand	120	0	30	1

Haugo GeoTechnical Services
22-0663
Elsie Stephens Park
9-12-2022
Slope 1 North-1



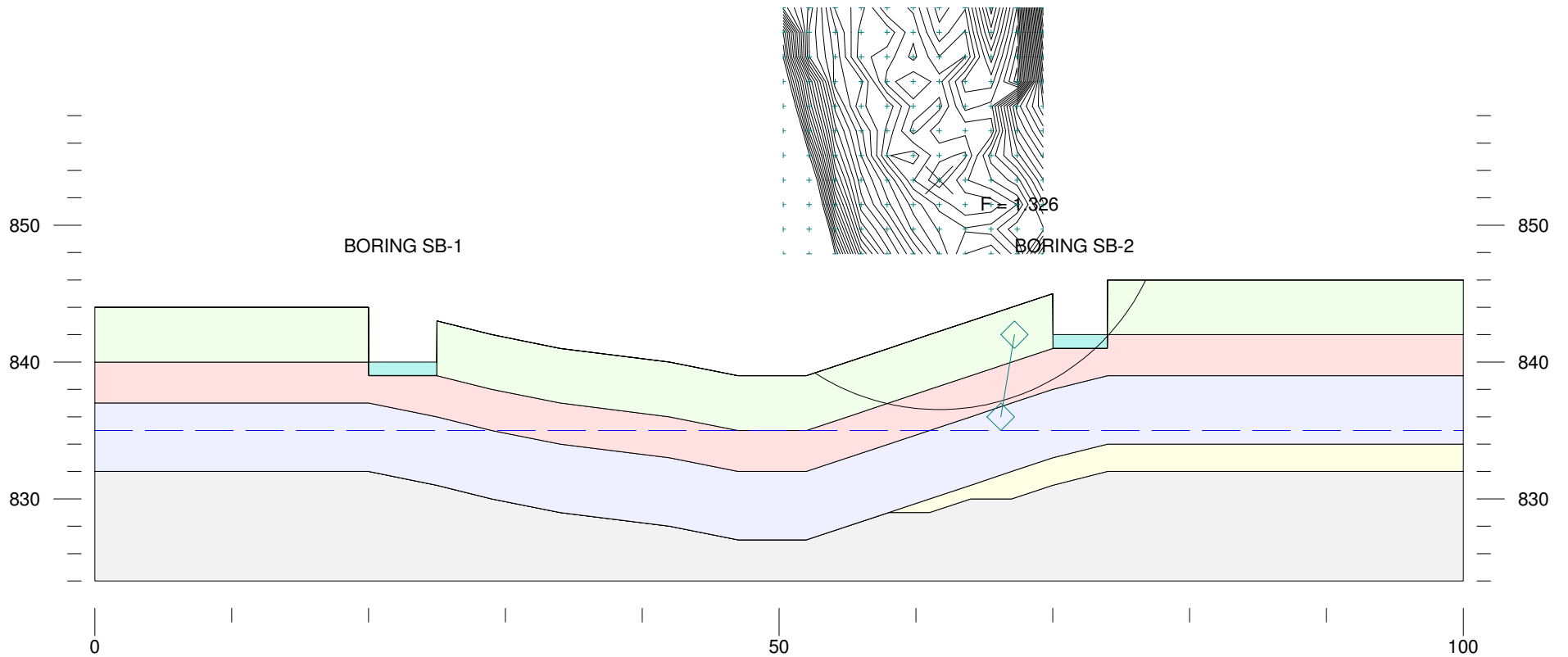
	Gamma pcf	C psf	Phi deg	Piezo Surf.
Bridge Abutment	3000	0	0	1
SM Silty Sand	120	0	30	1
ML Sandy Silt	120	0	28	1
SP Poorly Graded San	115	0	32	1
SM Silty Sand	120	0	30	1
ML Sandy Silt	120	0	28	1
SM Silty Sand	120	0	30	1

Haugo GeoTechnical Services
22-0663
Elsie Stephens Park
9-12-2022
Slope 1 West-1



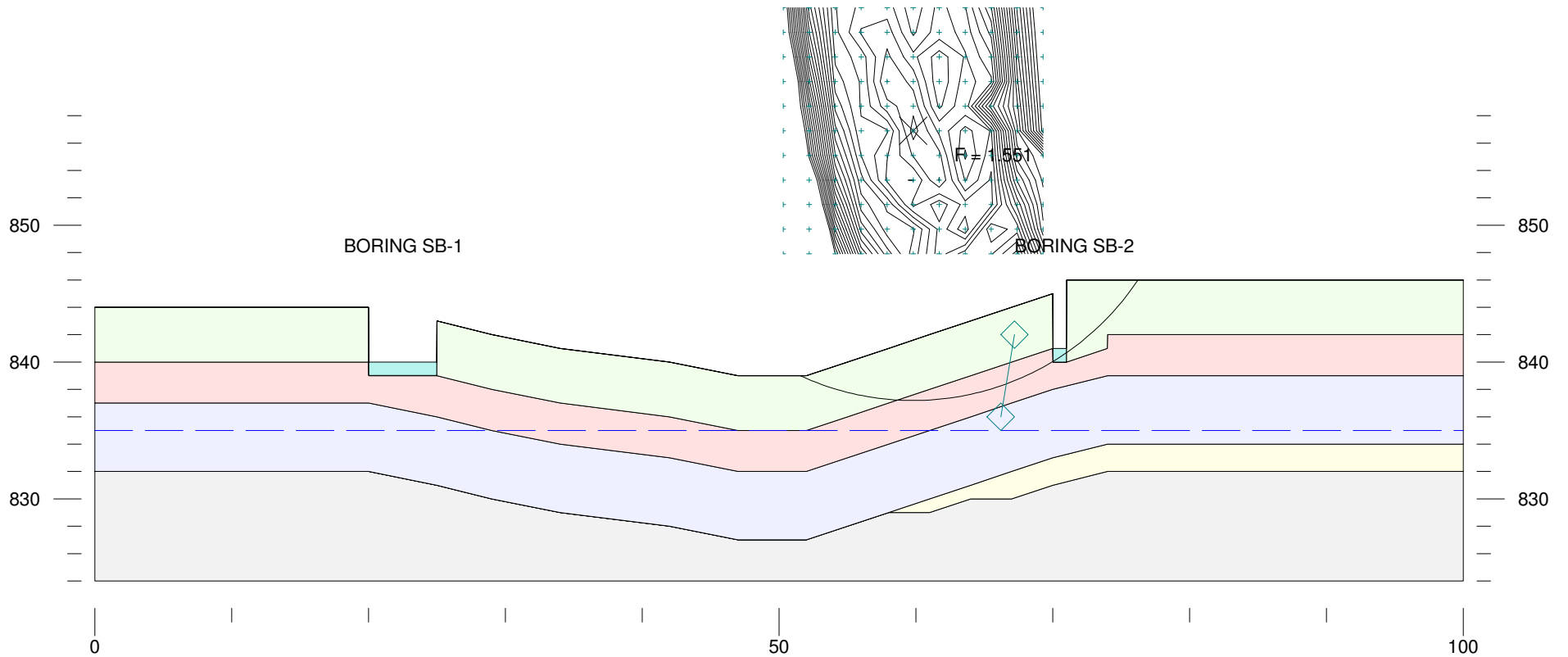
	Gamma pcf	C psf	Phi deg	Piezo Surf.
Bridge Abutment	3000	0	0	1
SM Silty Sand	120	0	30	1
ML Sandy Silt	120	0	28	1
SP Poorly Graded San	115	0	32	1
SM Silty Sand	120	0	30	1
ML Sandy Silt	120	0	28	1

Haugo GeoTechnical Services
22-0663
Elsie Stephens Park
9-12-2022
Slope 2 East-1



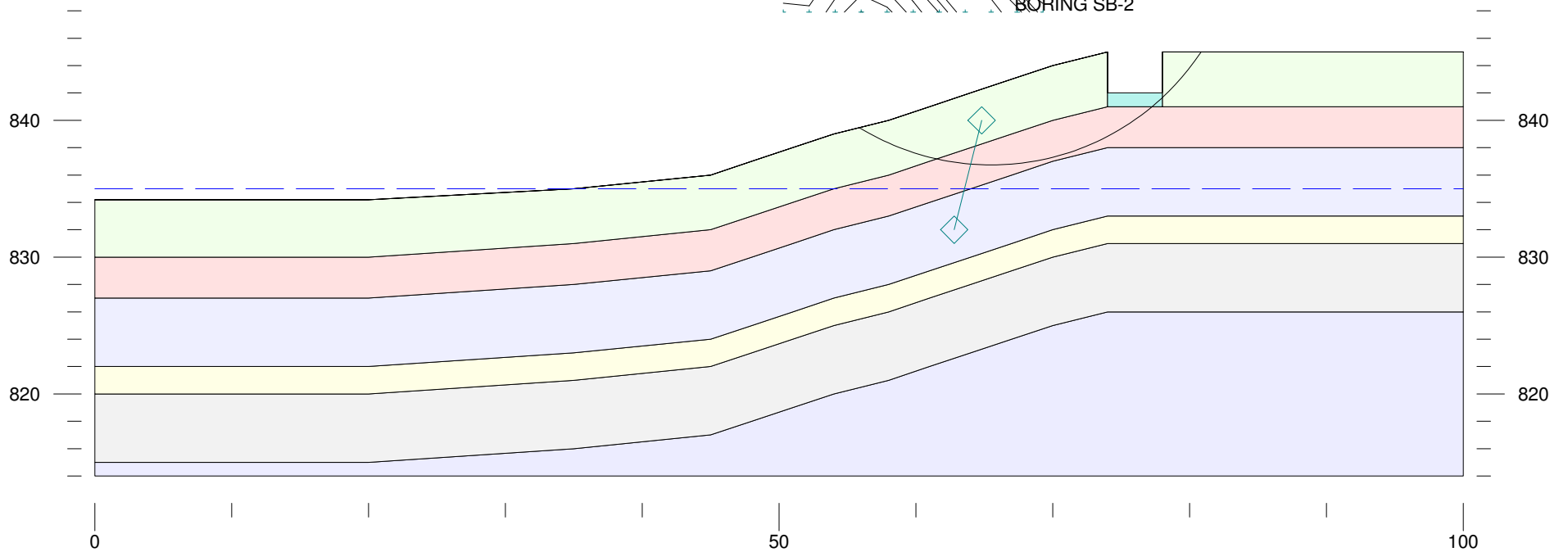
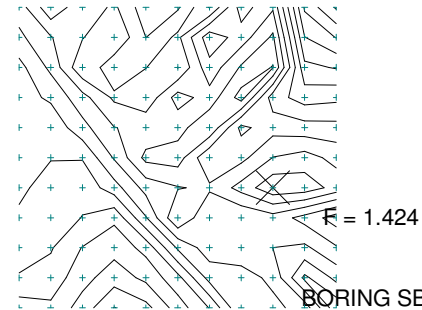
	Gamma pcf	C psf	Phi deg	Piezo Surf.
Bridge Abutment	3000	0	0	1
SM Silty Sand	120	0	30	1
ML Sandy Silt	120	0	28	1
SP Poorly Graded San	115	0	32	1
SM Silty Sand	120	0	30	1
ML Sandy Silt	120	0	28	1

Haugo GeoTechnical Services
22-0663
Elsie Stephens Park
9-12-2022
Slope 2 East-2



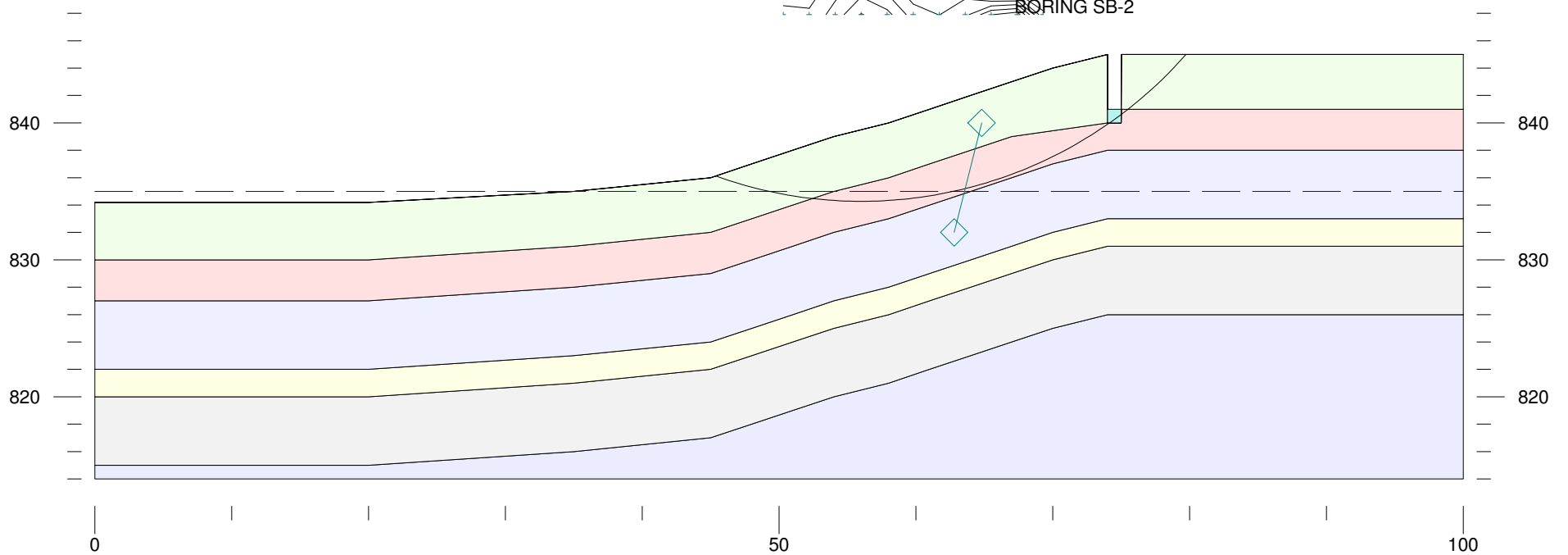
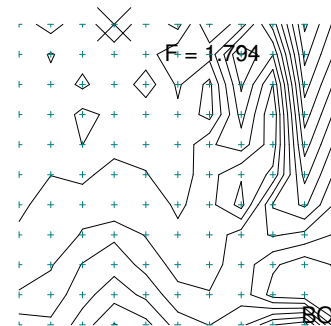
	Gamma pcf	C psf	Phi deg	Piezo Surf.
Bridge Abutment	3000	0	0	1
SM Silty Sand	120	0	30	1
ML Sandy Silt	120	0	28	1
SP Poorly Graded San	115	0	32	1
SM Silty Sand	120	0	30	1
ML Sandy Silt	120	0	28	1
SM Sandy Silt	120	0	30	1

Haugo GeoTechnical Services
 22-0663
 Elsie Stephens Park
 9-12-2022
 Slope 2 North-1

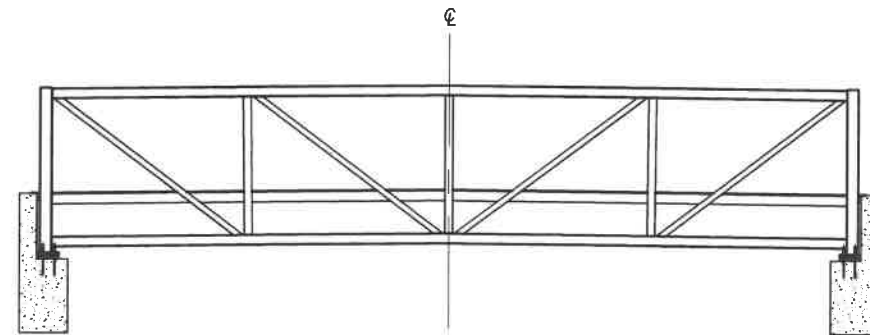


	Gamma pcf	C psf	Phi deg	Piezo Surf.
Bridge Abutment	3000	0	0	1
SM Silty Sand	120	0	30	1
ML Sandy Silt	120	0	28	1
SP Poorly Graded San	115	0	32	1
SM Silty Sand	120	0	30	1
ML Sandy Silt	120	0	28	1
SM Sandy Silt	120	0	30	1

Haugo GeoTechnical Services
 22-0663
 Elsie Stephens Park
 9-12-2022
 Slope 2 North-2



NORTH BRIDGE — ELSIE STEPHENS PARK PARK IMPROVEMENT PROJECT DAYTON, MINNESOTA



ELEVATION VIEW
RAILING NOT SHOWN
(SCHEMATIC)



DESIGN DATA

- 1) DESIGN OF SUPERSTRUCTURE COMPLIES WITH THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, THE AASHTO LRFD GUIDE SPECIFICATIONS FOR DESIGN OF PEDESTRIAN BRIDGES, SUPPLEMENTED BY AISC, AND THE PROJECT SPECIFICATIONS.
- 2) DESIGN LOADS:
- | LIVE LOAD | WIND LOAD |
|--|--|
| A) A UNIFORM LIVE LOAD OF 90 psf APPLIED TO THE ENTIRE DECK SURFACE; OR | A) A LATERAL WIND LOAD OF 35 psf ON THE FULL HEIGHT OF THE BRIDGE, AS IF ENCLOSED. |
| B) 12,000 LB VEHICLE (H-6) | B) AN UPLIFT WIND LOAD OF 20 psf APPLIED AT THE WINDWARD QUARTER POINT OF THE TRANSVERSE BRIDGE WIDTH. |
| C) DESIGN IS BASED ON A MAXIMUM OF 20,000 CYCLES OF 1 TON OR GREATER VEHICLES OVER THE LIFE OF THE BRIDGE | |
| D) 1,300 LB POINT LOAD INCLUDES 30% IMPACT (IN ADDITION TO THE DESIGN VEHICLE, IF ANY, BRIDGE WILL SAFELY ACCOMMODATE ANY VEHICLE WITH WHEEL LOADS LESS THAN OR EQUAL TO THE DESIGN POINT LOAD.) | |

WELD NOTES:

EXCEPTIONS TO THE STANDARD WELD SIZES INCLUDE RAILINGS, SIDE DAMS, COVER PLATES OR ANGLES, AND TIE DOWNS WHICH SHALL BE 3/16", AND HANDRAIL BRACKET WELD TO VERTICAL WHICH SHALL BE 3/8", UNLESS DETAILED OR NOTED OTHERWISE.

WHEN A FILLET WELD IS MADE FROM A BRANCH MEMBER TO THE RADIUS PORTION OF A TUBULAR THROUGH MEMBER, THE RADIUS SHALL BE BUILT UP AS REQUIRED TO OBTAIN FULL WELD THROAT.

FILLET WELD CHART

THICKNESS OF THINNEST PIECE	WELD SIZE
1/4" OR LESS	1/4"
3/8" OR GREATER	5/16"

BEAM WELDS

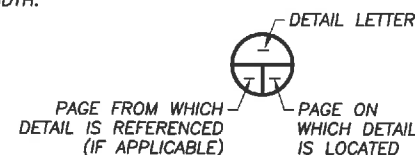
N/A AT WEBS
N/A AT FLOOR BEAM FLANGES
N/A AT END FLOOR BEAM FLANGES

NON STANDARD WELDS

SEE "MEMBER SIZE TABLE" FOR NON-STANDARD WELD SIZES.

WELD PROCEDURES

FILLET	PARTIAL JOINT PENETRATION	COMPLETE JOINT PENETRATION
FC-02	FC-06	FC-05
FC-03	FC-10	FC-07
FC-04	FC-14	FC-09
FC-12	FC-15	FC-17
	FC-16	



CALLOUT LEGEND

ENGINEER'S SIGNATURE AND SEAL ARE TO ASSUME DESIGN RESPONSIBILITY FOR THE PREFABRICATED STEEL SUPERSTRUCTURE AS DRAWN AND SUPPLIED BY WHEELER LUMBER, LLC. INDEPENDENT OF ITS FINAL POSITION. THIS DESIGN RESPONSIBILITY IS LIMITED TO THE PREFABRICATED STEEL SUPERSTRUCTURE ONLY AND DOES NOT INCLUDE ANY DESIGN RESPONSIBILITY, PERTAINING TO, BUT NOT LIMITED TO, SUBSTRUCTURE DESIGN OR CAPACITY, HYDRAULICS, SOILS, SCOUR ANALYSIS, PERMITTING PROCEDURES, UTILITY FACILITIES, ERECTION, ROADWAY GEOMETRICS, ETC.

I HEREBY CERTIFY THAT THIS PLAN 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.

John Sowada
JOHN SOWADA
DATE 11-15-2022 LIC. NO. 45936

FABRICATION & MATERIAL NOTES:

- 1) THE BRIDGE SHALL BE FABRICATED FROM COLD-FORMED WELDED AND SEAMLESS HIGH STRENGTH, LOW-ALLOY STRUCTURAL TUBING WITH IMPROVED ATMOSPHERIC CORROSION RESISTANCE MEETING THE REQUIREMENTS OF ASTM A847, AND PLATES AND STRUCTURAL SHAPES MEETING THE REQUIREMENTS OF ASTM A588. (FY = 50,000 PSI).
- 2) THE WELDING PROCESS SHALL BE THE FLUX CORE ARC WELDING PROCESS, UTILIZING E81T1-W2/W2M ELECTRODES.
- 3) WELDED CONNECTIONS SHALL BE AS DETAILED AND NOTED EXCEPT THAT MISCELLANEOUS MEMBERS, INCLUDING STRINGERS SUPPORTED ON TOP OF FLOOR BEAMS, RAILINGS, AND OTHER MEMBERS FOR WHICH WELDS ARE NOT SPECIFICALLY DETAILED, SHALL BE STITCH WELDED TO THE SUPPORTING MEMBER. A STITCH WELD IS DEFINED AS A WELD OF APPROXIMATELY 1-1/2" TO 2" IN LENGTH, OF A SUFFICIENT NUMBER TO ADEQUATELY HOLD THE MEMBER IN PROPER POSITION.
- 4) TEN PERCENT OF EACH DIFFERING STRUCTURAL WELD (DIFFERING WELD TO BE DEFINED BY TYPE, SIZE, LENGTH) SHALL BE RANDOMLY INSPECTED BY MAGNETIC PARTICLE TESTING (MT). ALL WELDS SHALL BE VISUALLY INSPECTED AND CONFORM TO AWS D1.1.
- 5) SHOP SPLICES OF TUBULAR MEMBERS, WHEN NEEDED, SHALL BE FULL PENETRATION JOINTS UNLESS DETAILED OTHERWISE. JOINT DETAIL SHALL BE AS SPECIFIED IN THE APPROPRIATE WELD PROCEDURE. ALL OF THESE WELDS SHALL BE INSPECTED BY MAGNETIC PARTICLE TESTING (MT). SHOP SPLICE LOCATIONS SHALL BE APPROVED BY THE ENGINEER SEALING THESE PLANS.
- 6) RAILINGS AND SIDE DAMS SHALL BE SHOP SPICED AS FOLLOWS: OPEN SHAPE, ROUND PIPE, AND LARGE (3x OR GREATER) TUBULAR MEMBERS MAY BE SPICED WITH THE PROVIDED DETAILS AND WELD PROCEDURES AT ANY LOCATION. SMALL TUBULAR MEMBERS SHALL BE SPICED AT OR WITHIN TWO FEET OF A SUPPORT. MEMBERS THAT ARE SPICED DIRECTLY OVER A SUPPORT MAY BE WELDED AT THE VISIBLE FACES ONLY, PROVIDED THE SPLICE IS CENTERED ON THE SUPPORT AND BOTH ADJOINING MEMBERS ARE AT A MINIMUM STITCH WELDED TO THE SUPPORT. TUBULAR RAILINGS DESIGNATED AS TRAFFIC BARRIERS SHALL ONLY BE SPICED CENTERED ON A SUPPORT AND EACH ADJOINING MEMBER SHALL BE CONTINUOUS OVER A MINIMUM OF TWO PANELS. HOLD DOWN AND TIE DOWN ANGLES DO NOT REQUIRE SPLICES.
- 7) ALL HIGHLY VISIBLE SURFACES OF STEEL (OUTSIDE OF TRUSS AND INSIDE OF TRUSS ABOVE THE DECK) SHALL BE BLAST CLEANED IN ACCORDANCE WITH THE STEEL STRUCTURES PAINTING COUNCIL SURFACE PREPARATION SPECIFICATION NO. 7 BLAST CLEANING (SSPC-SP7).
- 8) BRIDGE TO BE FABRICATED AND DELIVERED TO THE SITE AS 1 UNIT.
- 9) METAL DECK SHALL BE VULCRAFT 2VL118 OR REDBIRD 18ga (50ksi) 2" LOK-FLOOR. DECKING SHALL CONSIST OF (2) 36" DECK PANS PLUS (1) 24" DECK PAN. MATERIAL SHALL BE GALVANIZED.

DO NOT SCALE DRAWINGS

SHEET TITLE:

COVER SHEET
24'-0" PEDESTRIAN BRIDGE
8'-0" WALKWAY
NORTH BRIDGE — ELSIE STEPHENS PARK
PARK IMPROVEMENT PROJECT
DAYTON, MINNESOTA

Wheeler

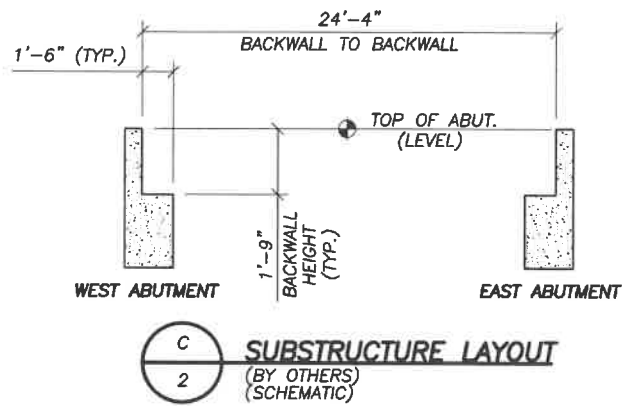
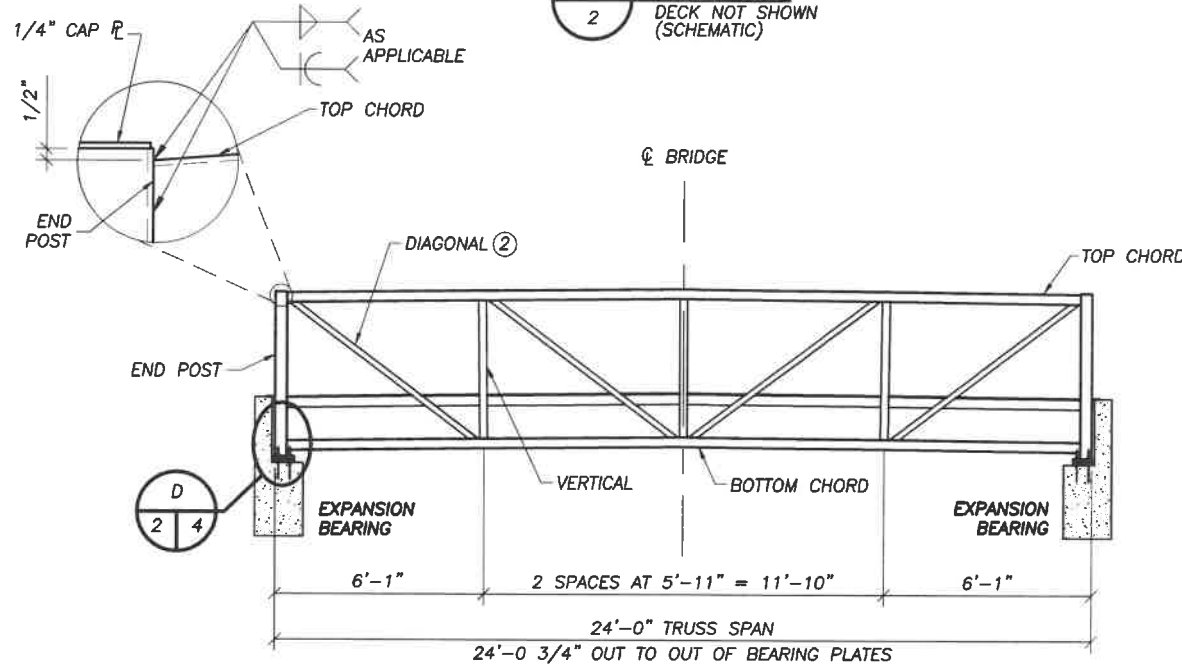
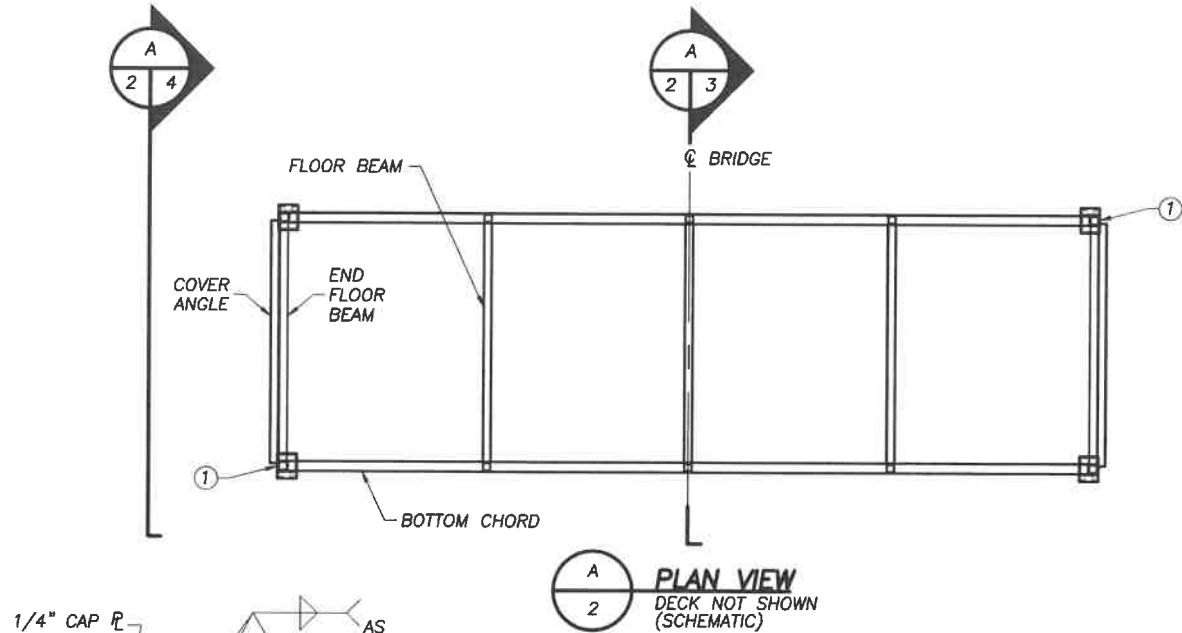
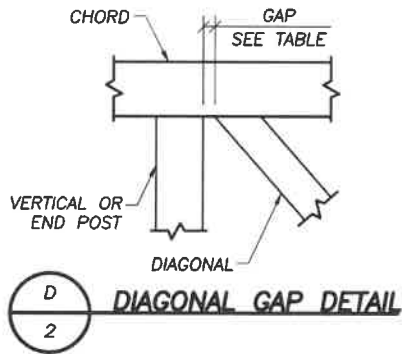
9531 West 78th Street — Suite 100
Eden Prairie, MN 55344
952-929-7854
info@wheeler1892.com
wheeler1892.com

DATE: 06/08/2022	TRACKING NO. T22946	SHEET NO.
CHK: JAS	DWN: OVG	ORDER NO. W15068

1086

MEMBER SIZE TABLE			
MEMBER	SIZE	(3)	WELD SIZE
TOP CHORD	HSS 4x4x1/4	-	-
BOTTOM CHORD	HSS 4x4x1/4	-	-
END POST	HSS 6x4x1/4	4	1/4
VERTICAL	HSS 3x3x1/4	-	1/4
DIAGONAL A	HSS 2x2x1/4	-	1/4
FLOOR BEAM	HSS 5x3x1/4	5	-
END FLOOR BEAM	HSS 5x3x1/4	5	3/8
RUB RAIL	5/4x6 IPE S4S E4E		
SAFETY RAIL	L 1.25x1.25x1/8		
TOE RAIL	C 4x5.4		
INTERMEDIATE SUPPORT	FB 1/2x2		
COVER ANGLE	L 4x4x1/4		
END DAM	P 1/4		
SIDE DAM	C 6x8.2		
DECKING	2VLI18 (OR) 2" LOK FLR (18ga)		
BEARING PLATE	P 3/4		

DIAGONAL MEMBER AND GAP TABLE (2)			
DIAGONAL	MEMBER	GAP SIZE	
		TOP	BOTTOM
FIRST	A	1/2"	3/4"
SECOND	A	3/4"	3/4"



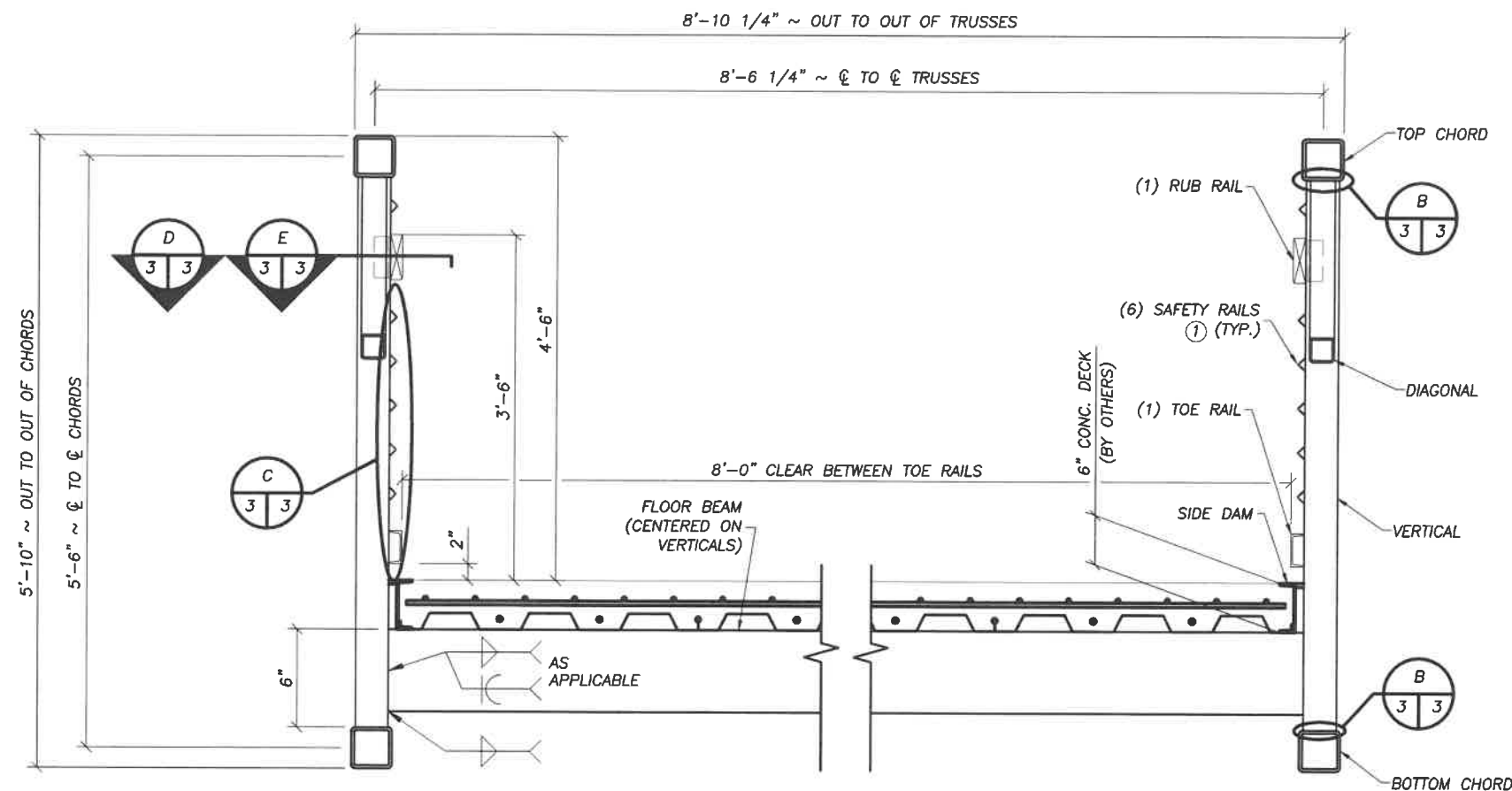
KEY NOTES:

- BRIDGE NAME PLATE/LOAD LIMIT PLATE EACH END. PLATE SHALL STATE, "6 TON VEHICLE LOAD LIMIT". IF LOAD LIMIT PLATES ARE OBSTRUCTED, ADDITIONAL PLATES WILL BE PROVIDED UPON REQUEST TO WHEELER.
- SEE MEMBER AND GAP TABLE THIS SHEET. MEMBER NUMBERING BEGINS AT END OF BRIDGE. MEMBERS AND GAPS SHOWN ARE SYMMETRICAL ABOUT THE CENTERLINE OF THE BRIDGE UNLESS NOTED OTHERWISE.
- FOR RECTANGULAR TRUSS MEMBERS, THE DIMENSION SHOWN IN THIS COLUMN IS THE DIMENSION SEEN IN THE TRUSS ELEVATION VIEW.

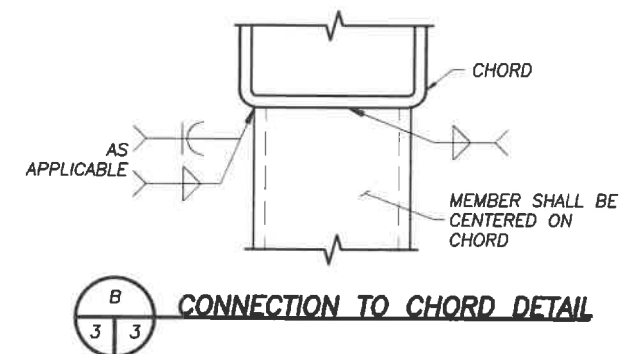
DO NOT SCALE DRAWINGS

SHEET TITLE:			
GENERAL PLAN & ELEVATION			
24'-0" PEDESTRIAN BRIDGE			
8'-0" WALKWAY			
NORTH BRIDGE - ELSIE STEPHENS PARK			
PARK IMPROVEMENT PROJECT			
DAYTON, MINNESOTA			
		9531 West 78th Street - Suite 100 Eden Prairie, MN 55344 952-929-7854 info@wheeler1892.com wheeler1892.com	
DATE: 06/08/2022	TRACKING NO. T22946	SHEET NO.	
CHK: JAS	DWN: OVG	ORDER NO. W15068	2 0906

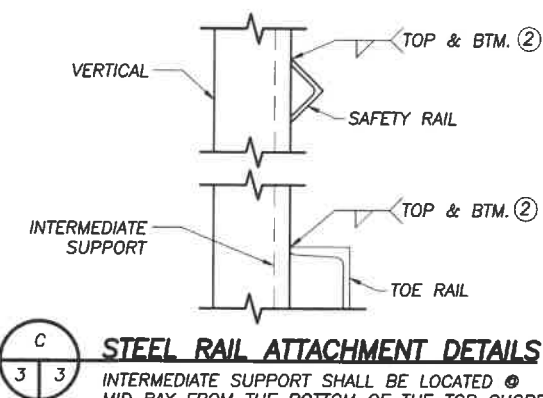
CERTIFIED BY:
PROFESSIONAL ENGINEER/JOHN SOWADA
LIC. NO. 45936
DATE: 11-15-2022



TYPICAL SECTION VIEW
(SCHEMATIC)



CONNECTION TO CHORD DETAIL



STEEL RAIL ATTACHMENT DETAILS

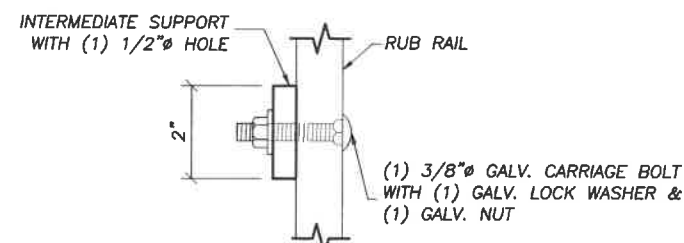
INTERMEDIATE SUPPORT SHALL BE LOCATED @ MID BAY FROM THE BOTTOM OF THE TOP CHORD TO 1/4" BELOW THE TOE RAIL.

KEY NOTES:

- ① SAFETY RAIL TO CONTAIN A 4" SPHERE UP TO 54".
- ② SEE FABRICATION AND MATERIAL NOTE 3 ON SHEET 1.

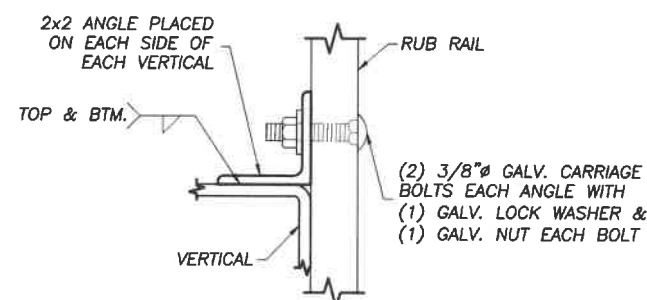
DO NOT SCALE DRAWINGS

SHEET TITLE:			
SECTION DETAILS			
24'-0" PEDESTRIAN BRIDGE			
8'-0" WALKWAY			
NORTH BRIDGE - ELSIE STEPHENS PARK			
PARK IMPROVEMENT PROJECT			
DAYTON, MINNESOTA			
Wheeler 9531 West 78th Street - Suite 100 Eden Prairie, MN 55344 952-929-7854 info@wheeler1892.com wheeler1892.com		DATE: 06/08/2022	
		TRACKING NO. T22946	SHEET NO.
CHK: JAS	DWN: OVG	ORDER NO. W15068	3 of 6



RUB RAIL TO INTERMEDIATE SUPPORT ATTACHMENT DETAIL

INTERMEDIATE SUPPORT SHALL BE LOCATED @ MID BAY FROM THE BOTTOM OF THE TOP CHORD TO 1/4" BELOW THE TOE RAIL.

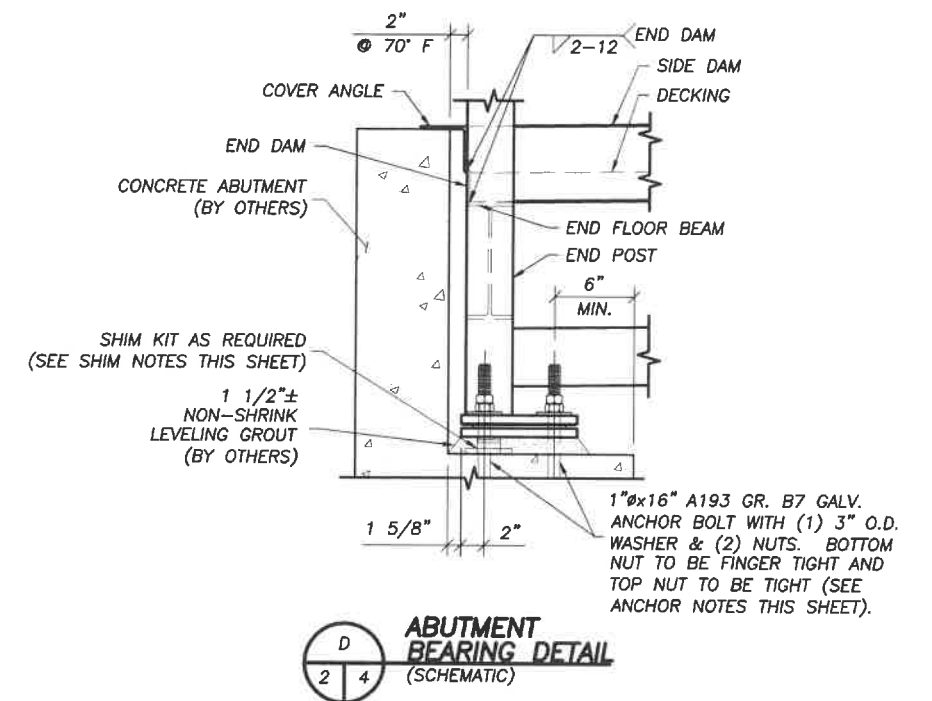
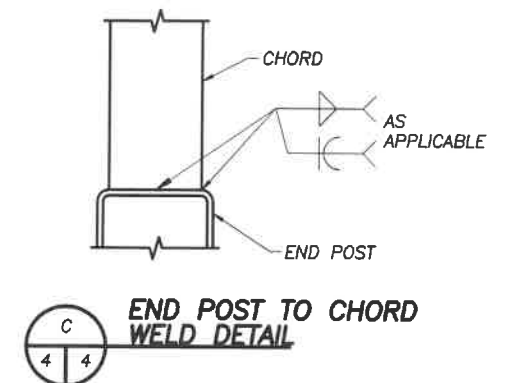
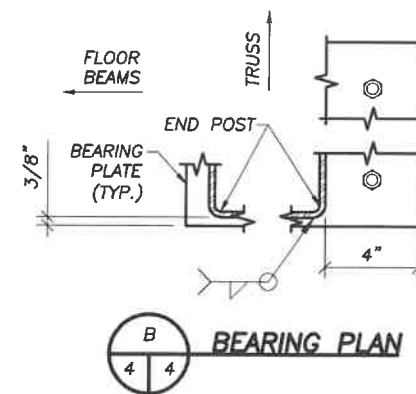
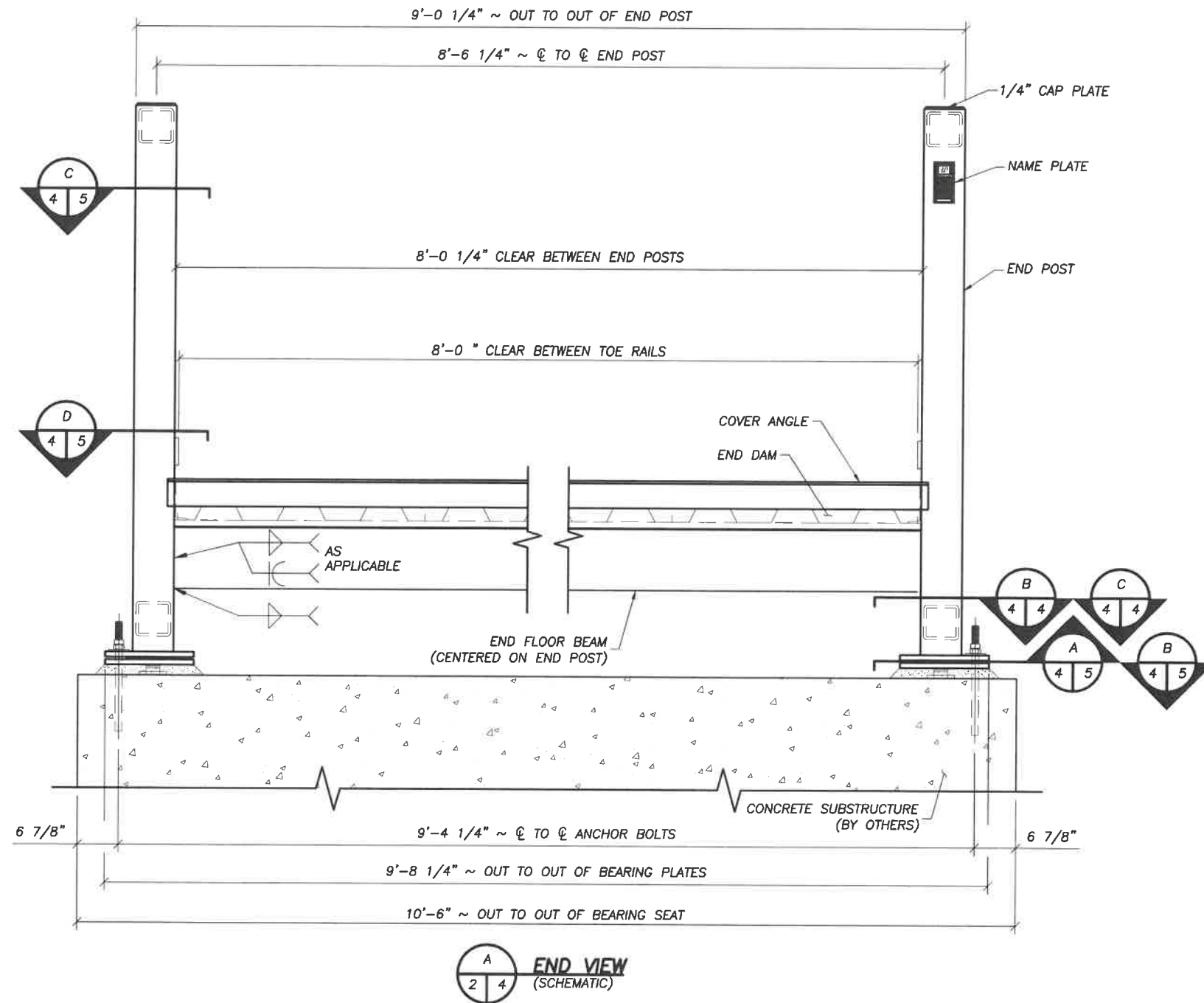


RUB RAIL TO VERTICAL ATTACHMENT DETAIL

CERTIFIED BY: *John SOWADA*
PROFESSIONAL ENGINEER/JOHN SOWADA

LIC. NO. 45936

11-15-2022
DATE



BEARING AND ANCHOR BOLT NOTES:

ABUTMENT REINFORCEMENT SHALL BE CAREFULLY PLACED TO AVOID ANCHOR RODS, 2" CLEARANCE REQUIRED. ANCHORS SHALL BE SURROUNDED BY AT LEAST ONE BAR ON ALL SIDES.

ANCHOR BOLTS SHALL HAVE AN EMBEDMENT DEPTH OF 9". THE CHEMICAL ADHESIVE SHALL BE MKT FASTENING L.L.C. LIQUID ROC 500 OR EQUAL AS APPROVED BY THE SEALING ENGINEER. INSTALLATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

FINAL ELEVATION ADJUSTMENT OF THE BRIDGE WILL BE MADE WITH 2"x2" SQUARE SHIMS (PROVIDED). SHIMS SHALL BE CENTERED ON THE END POST.

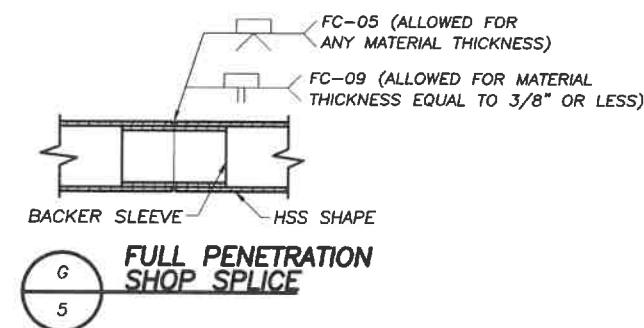
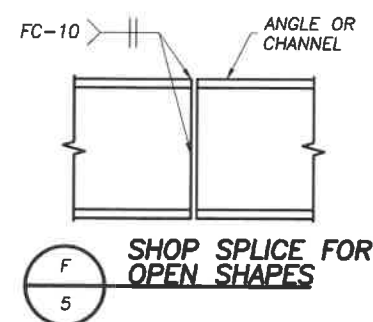
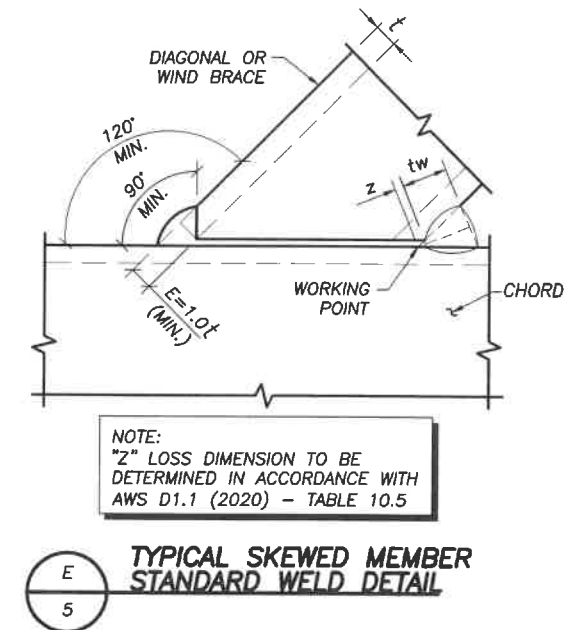
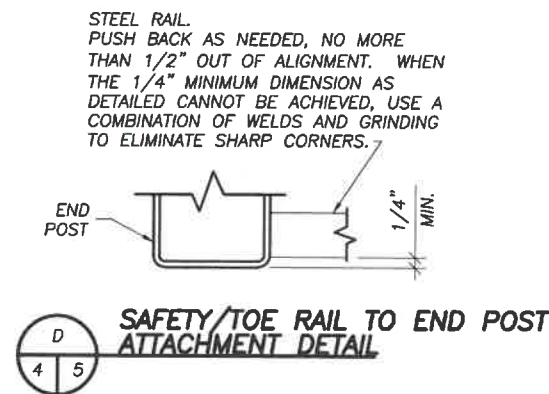
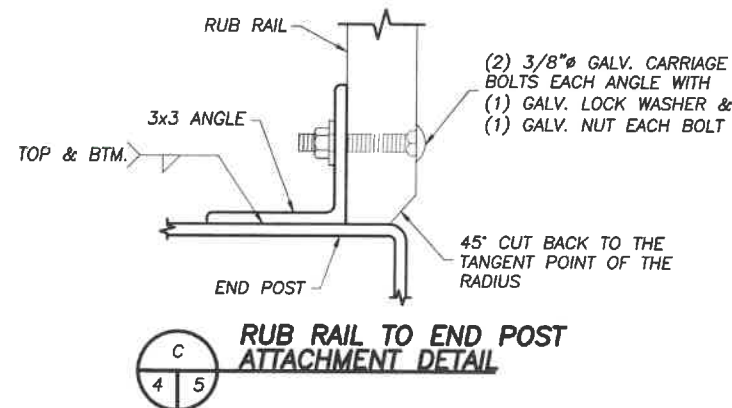
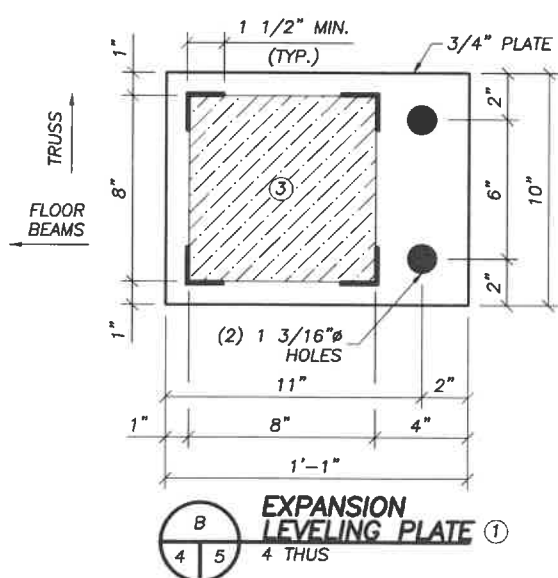
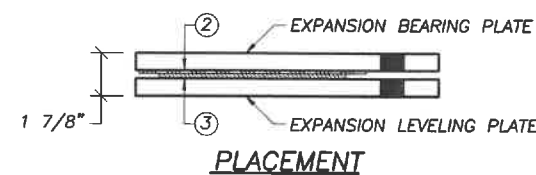
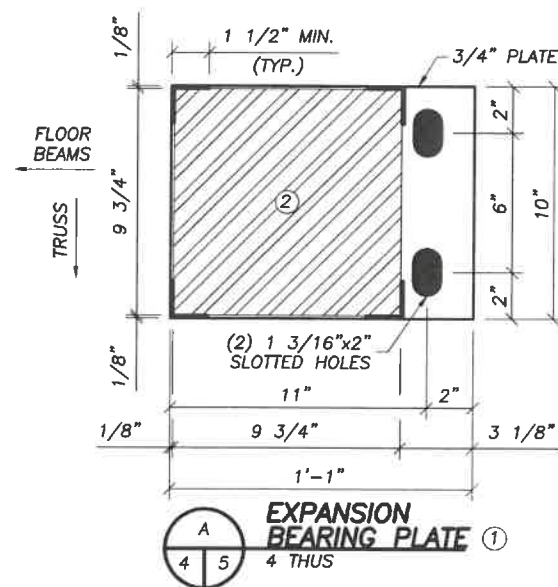
ALLOW COVER ANGLES TO JUST TOUCH THE TOP OF THE ABUTMENT BACKWALL, DO NOT ALLOW ANY BRIDGE WEIGHT TO REST ON COVER ANGLES.

CEMENTITIOUS NON-SHRINK GROUT SHALL MEET ASTM C-1107, 7000 psi MINIMUM, UNLESS SPECIFIED OTHERWISE. FOR BRIDGES WITH CONCRETE DECK, THE BEARINGS SHALL NOT BE GROUTED UNTIL AFTER DECK PLACEMENT. IN ALL CASES THE CONTRACTOR SHALL ENSURE STABILITY PRIOR TO GROUTING.

CERTIFIED BY: *John Sowada*
PROFESSIONAL ENGINEER/JOHN SOWADA
LIC. NO. 45936 11-15-2022
DATE

DO NOT SCALE DRAWINGS

SHEET TITLE:			
END VIEW DETAILS			
24'-0" PEDESTRIAN BRIDGE			
8'-0" WALKWAY			
NORTH BRIDGE - ELSIE STEPHENS PARK			
PARK IMPROVEMENT PROJECT			
DAYTON, MINNESOTA			
		9531 West 78th Street - Suite 100 Eden Prairie, MN 55344 952-929-7854 info@wheeler1892.com wheeler1892.com	
DATE: 06/08/2022	TRACKING NO. T22946	SHEET NO.	
CHK: JAS	DWN: OVG	ORDER NO. W15068	4 of 6



- TUBULAR MEMBER WEEP HOLE DETAIL**
1. WEEP HOLES SHALL BE PROVIDED AT THE FOLLOWING LOCATIONS:
 - FLOOR BEAMS WITH SCREWED ON METAL DECK (LOW POINT)
 - END POST(S) WITH NAME PLATE (LOWER END)
 - CHORDS AND RAILING MEMBERS WITH FIELD SPlice (NEAR EACH END POST)
 - DIAGONALS WITH FIELD SPlice (LOWER END)
 - STRINGERS WITH FIELD SPlice (NEAR EACH END FLOOR BEAM)
 - WIND BRACES WITH FIELD SPlice (LOW POINT)
 - ANY OTHER MEMBER WITH A HOLE OR DRILLED ATTACHMENT OR OTHERWISE NOT COMPLETELY SEALED (LOW END OR BOTH END OF A LEVEL MEMBER)
 2. HOLE SHALL BE LOCATED AS NEAR THE END OF THE MEMBER AS POSSIBLE, BUT NOT INTO WELD.
 3. WEEP HOLES MAY BE DELETED AT FREE DRAINING OPEN ENDED LOCATIONS.
 4. WEEP HOLES SHALL BE DRILLED.

DO NOT SCALE DRAWINGS

SHEET TITLE:			
MISC. DETAILS			
24'-0" PEDESTRIAN BRIDGE			
8'-0" WALKWAY			
NORTH BRIDGE - ELSIE STEPHENS PARK			
PARK IMPROVEMENT PROJECT			
DAYTON, MINNESOTA			
		9531 West 78th Street - Suite 100 Eden Prairie, MN 55344 952-929-7854 info@wheeler1892.com wheeler1892.com	
DATE: 06/08/2022	TRACKING NO. T22946	SHEET NO.	
CHK: JAS	DWN: OVG	ORDER NO. W15068	5 of 5

KEY NOTES:

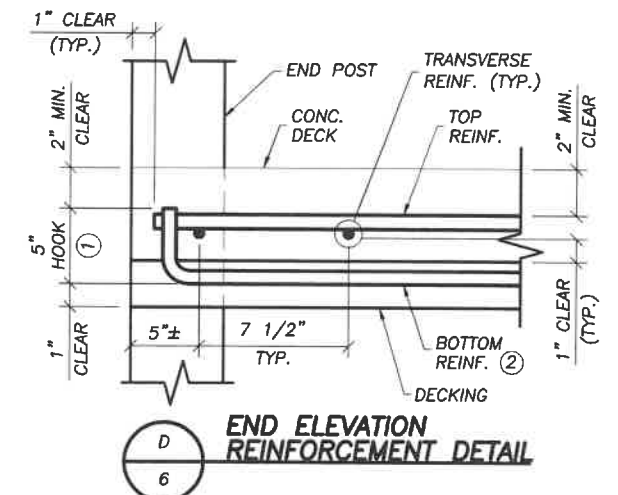
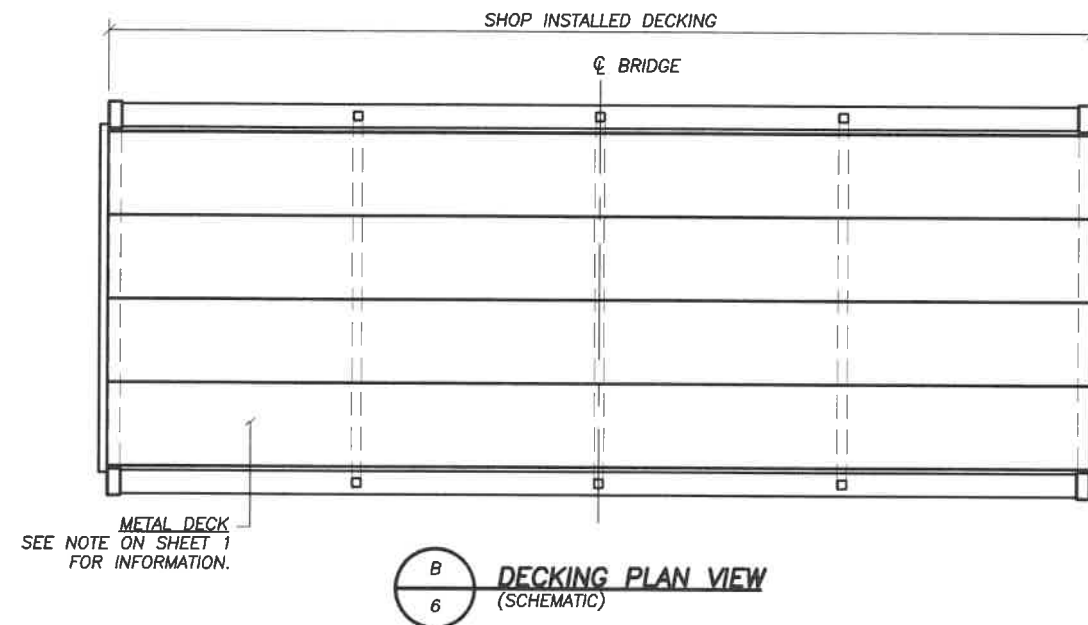
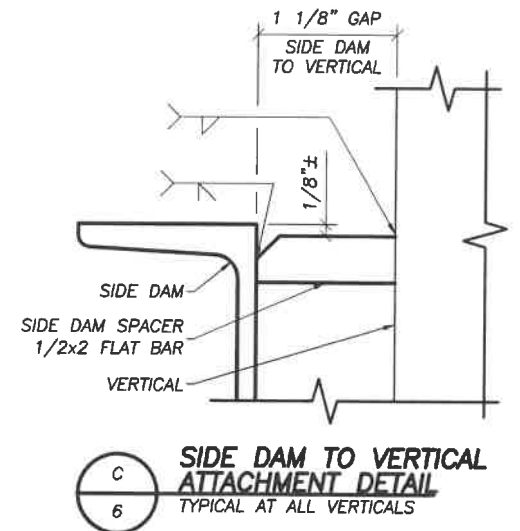
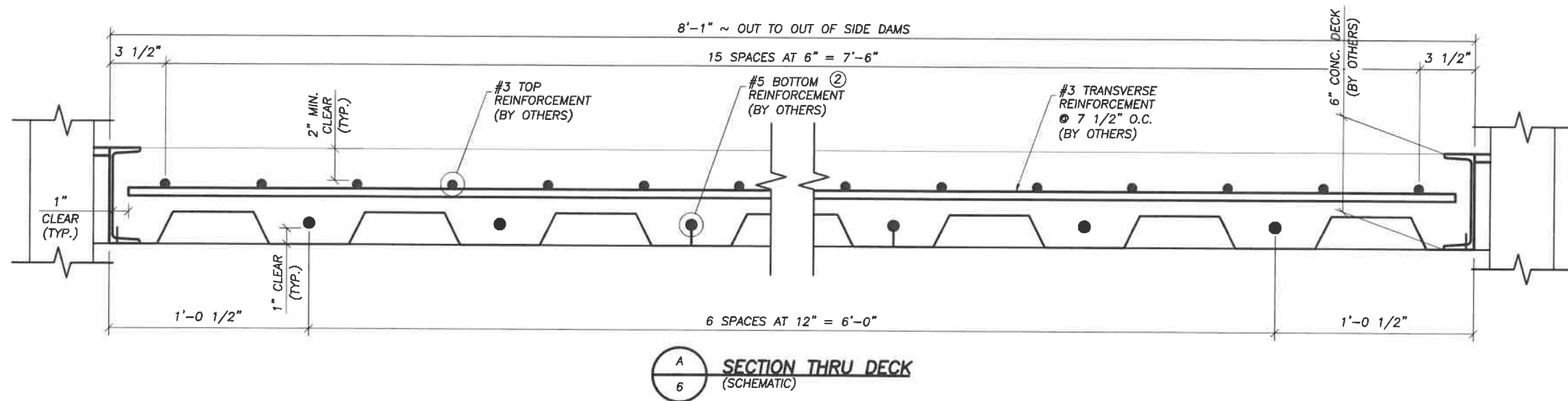
- ① TEFLON AND STAINLESS TO BE COVERED UP DURING SHIPMENT AND LIFTING TO AVOID ANY DAMAGE TO EITHER PRIOR TO BRIDGE PLACEMENT.
- ② 9 3/4"x9 3/4"x10 GA. STAINLESS STEEL 8.0 MICRO-IN RMS FINISH. WELD ALL 4 CORNERS WITH 3" MIN. WELD AS SHOWN, PER AWS D1.1.
- ③ 8"x8"x3/32" TEFLON BONDED TO 10 GAGE WEATHERED STEEL PLATE. WELD ALL 4 CORNERS WITH 3" MIN. WELD AS SHOWN, PER AWS D1.1.

CERTIFIED BY:

PROFESSIONAL ENGINEER/JOHN SOWADA

LIC. NO. 45936

DATE: 11-15-2022



KEY NOTES:

- ROTATE HOOK AS NECESSARY (APPROX. 60° FROM VERTICAL) TO MAINTAIN REQUIRED CLEAR DISTANCES AS SHOWN.
- HOOK REINFORCEMENT TYPICAL AT EACH END OF DECK.

DO NOT SCALE DRAWINGS

SHEET TITLE:			
DECK DETAILS			
24'-0" PEDESTRIAN BRIDGE			
8'-0" WALKWAY			
NORTH BRIDGE - ELSIE STEPHENS PARK			
PARK IMPROVEMENT PROJECT			
DAYTON, MINNESOTA			
Wheeler		9531 West 78th Street - Suite 100 Eden Prairie, MN 55344 952-929-7854 info@wheeler1892.com wheeler1892.com	
DATE: 06/08/2022	TRACKING NO. T22946	SHEET NO.	
CHK: JAS	DWN: OVG	ORDER NO. W15068	6 of 6

DECKING NOTES:

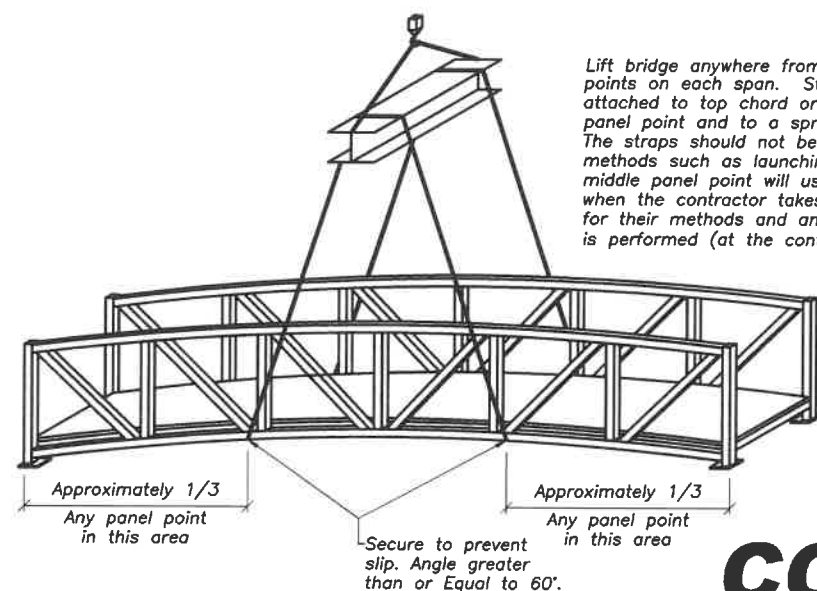
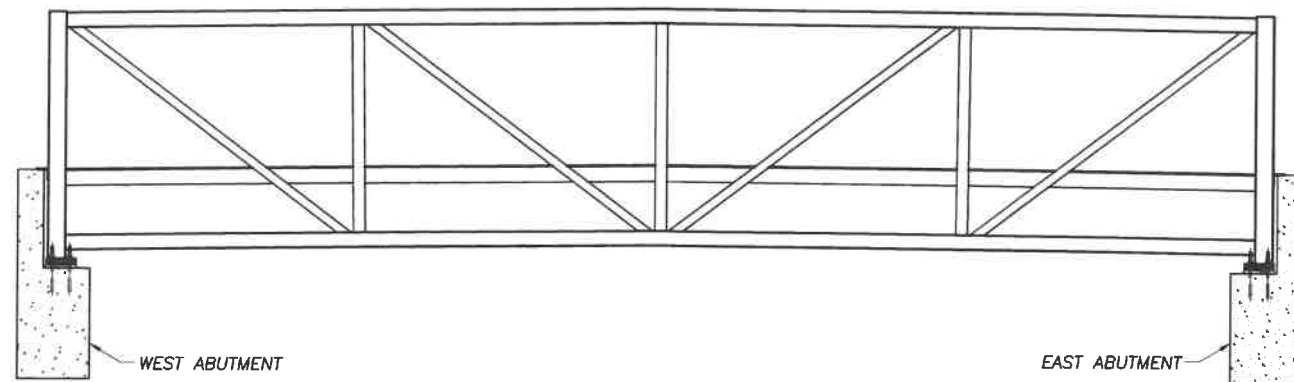
- CONCRETE DECK SHALL BE ROUGH BROOMED TRANSVERSELY UNLESS SPECIFIED OTHERWISE.
- BRIDGE SLAB TO BE 4,000 PSI NORMAL WEIGHT CONCRETE. STEEL REINFORCEMENT SHALL BE EPOXY COATED, GRADE 60. CONCRETE CONSTRUCTION, INCLUDING BUT NOT LIMITED TO CONCRETE AND REBAR MATERIAL PROPERTIES, MIX DESIGN, QUALITY CONTROL, CONCRETE PLACEMENT, AND REBAR PLACEMENT SHALL BE IN ACCORDANCE WITH AASHTO, STATE SPECIFICATIONS AND PROJECT SPECIFICATIONS AS DIRECTED BY THE PROJECT ENGINEER AT THE SITE.
- METAL DECKING SHALL BE CONTINUOUS OVER A MINIMUM OF TWO PANELS. PANEL ENDS MAY BE BUTTED AGAINST ONE ANOTHER WHEN THE FLOOR BEAM IS 5.5 INCHES OR MORE IN WIDTH, OTHERWISE PANELS SHALL BE LAPPED FOR A LENGTH EQUAL TO THE FLOOR BEAM WIDTH AND SHALL BE TIGHTLY FIT. DECKING SHALL BE CONNECTED TO FLOOR BEAMS AT 12" O.C. AND TO SIDE DAMS AT 24" O.C. CONNECTIONS SHALL CONSIST OF GALVANIZED #12 X 1-1/4" TEK 5 SCREWS. LONGITUDINAL SEAMS SHALL IN ALL CASES BE CONNECTED AT 36" O.C. MAXIMUM WITH GALVANIZED #12 X 1-1/4" TEK 5 SCREWS OR BY BUTTON CRIMPING. ALL GAPS SHALL BE TAPED WHEN NECESSARY (BY OTHERS) AS DIRECTED BY THE PROJECT ENGINEER ON SITE. HSS SHAPE FLOOR BEAMS (IF ANY) SHALL HAVE A WEEP HOLE DRILLED AT THE LOW POINT.
- REINFORCEMENT MAY BE SPLICED AS NEEDED AND SPLICE LOCATIONS ARE UNRESTRICTED. TOP BAR LAP LENGTHS SHALL BE 1'-5" MINIMUM. BOTTOM BAR LAP LENGTHS SHALL BE 3'-0" MINIMUM. BOTTOM LONGITUDINAL REINFORCEMENT MAY BE ADJUSTED HORIZONTALLY AS MUCH AS 1 1/2" AS NEEDED TO AVOID SEAMS IN METAL DECKING.

CERTIFIED BY: *John Sowada*
PROFESSIONAL ENGINEER/JOHN SOWADA

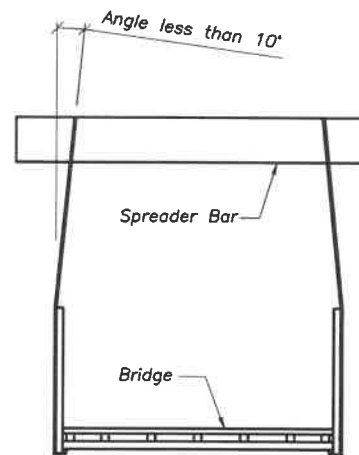
LIC. NO. 45936

11-15-2022
DATE

INSTALLATION INSTRUCTIONS



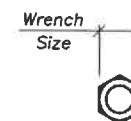
Lift bridge anywhere from end post to $\frac{1}{3}$ points on each span. Straps are to be attached to top chord or bottom chord at a panel point and to a spreader bar above. The straps should not be twisted. Other methods such as launching or lifting from middle panel point will usually be allowed when the contractor takes full responsibility for their methods and any necessary analysis is performed (at the contractor's expense).



CONTRACTOR MUST VERIFY NOT FOR CONSTRUCTION

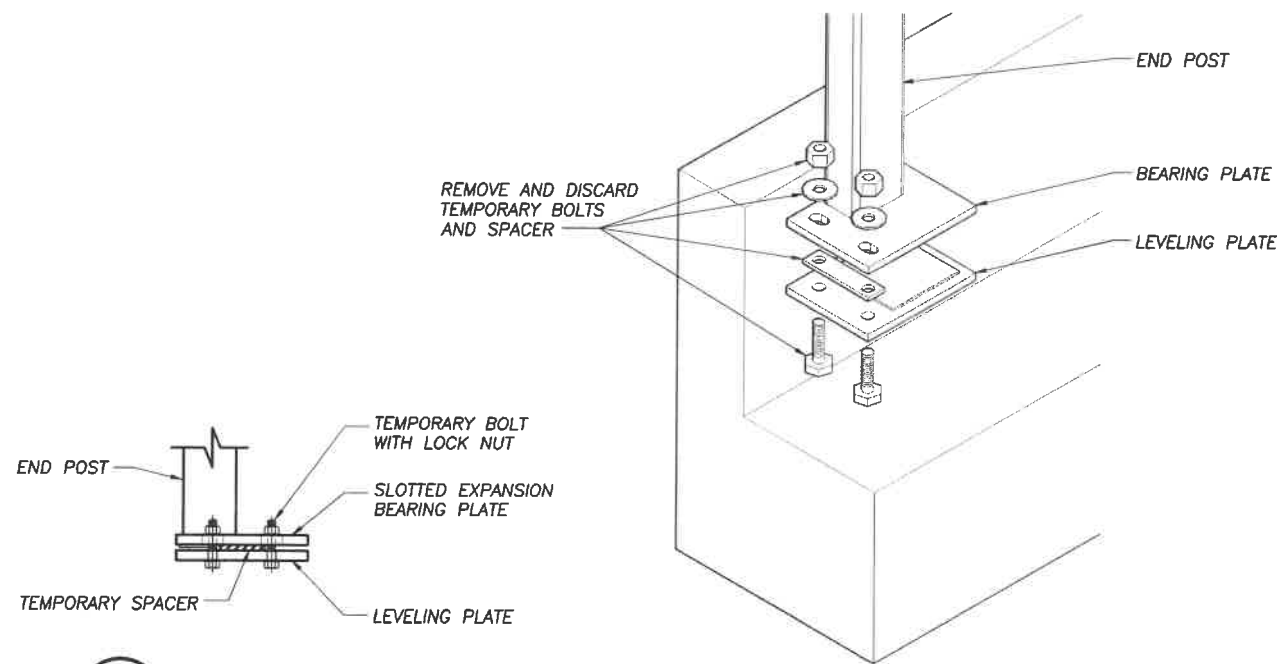
BRIDGE INSTALLATION

1. Construct substructures with great care regarding squareness and distance between abutment backwalls and/or centerline of piers to precisely accommodate the bridge superstructure. MEASURE THESE DIMENSIONS IMMEDIATELY AFTER COMPLETION. If dimensions are incorrect, remove and replace or otherwise modify substructures as needed well before superstructure delivery to expedite installation. Also construct concrete substructures with great care regarding placement of rebars with respect to drilled anchor bolt locations; two inches clear from rebar to drilled anchor bolt is required and bars must surround anchor bolts on all sides. Re-measure rebar locations before placing concrete. For concrete or timber substructures, do not drill holes for anchor bolts until the bridge superstructure is sitting in the design position, unless indicated otherwise in the plans.
2. Before setting bridge in design position, remove temporary bolts and/or temporary spacer from bearings when applicable.
3. Install and fully tighten field splices when applicable. See plans for splice details. Railings may require adjustment to clear truss members during splice procedures. The contractor shall ensure that the bridge is safely supported and stabilized prior to anyone reaching inside the tube, where applicable. The bridge shall be blocked up to the correct profile before tensioning the bolts. All bolts, including filler block, shall be installed and fully tensioned while the bridge is safely supported and stabilized. Bolts shall be tightened in accordance with washer manufacturer and AASHTO. Tension indicating washers (provided) will be placed in the exact locations as indicated in the plans and installed as per the manufacturer's instructions (see www.turnasure.com for details).
4. Welding, drilling, cutting, grinding, and any other alterations performed without written permission may affect warranty coverage.
5. When substructures are not at equal elevations, make sure bridge span is sloped correctly. Bridge span order number & substructure location will be displayed on the top of the bearing plate at each end post with a name plate. When bridges have a combination of fixed and expansion bearings, be sure the expansion bearings (with slotted holes) are placed on the correct substructure, and also note that the specified joint opening is most critical at expansion substructures. When bridges have all expansion bearings, slight variations in joint openings should be equally distributed.
6. For final elevation adjustment of bridges and Bearing Installation Sequence, see next sheet.
7. When applicable, touchup paint shall be field applied, after assembly, in regions of splices and in areas of damaged shop applied paint. Faying surfaces of splices shall not be painted unless indicated otherwise in the plans.
8. Some additional items may be shipped loose and require field installation, see plans.



Common Wrench Sizes:		
Bolt Dia.	Bolt Head	Nut Size
3/4"	1-1/4"	1-1/4"
1"	1-5/8"	1-5/8"
1 1/4"	2"	2"

SHEET TITLE:		
INSTALLATION INSTRUCTIONS		
24'-0" PEDESTRIAN BRIDGE		
8'-0" WALKWAY		
NORTH BRIDGE – ELSIE STEPHENS PARK		
PARK IMPROVEMENT PROJECT		
DAYTON, MINNESOTA		
Wheeler		
9531 West 78th Street – Suite 100 Eden Prairie, MN 55344 952-929-7854 info@wheeler1892.com wheeler1892.com		
DATE: 06/08/2022	TRACKING NO. T22946	SHEET NO.
CHK: JAS	DWN: OVG	ORDER NO. W15068
		E1 of E2

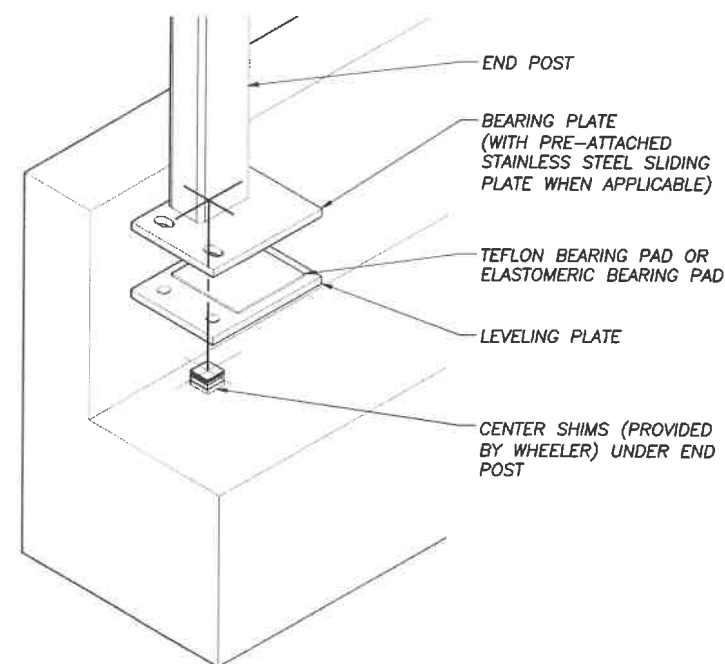


A
E2

BEARING ASSEMBLY
As shipped condition.

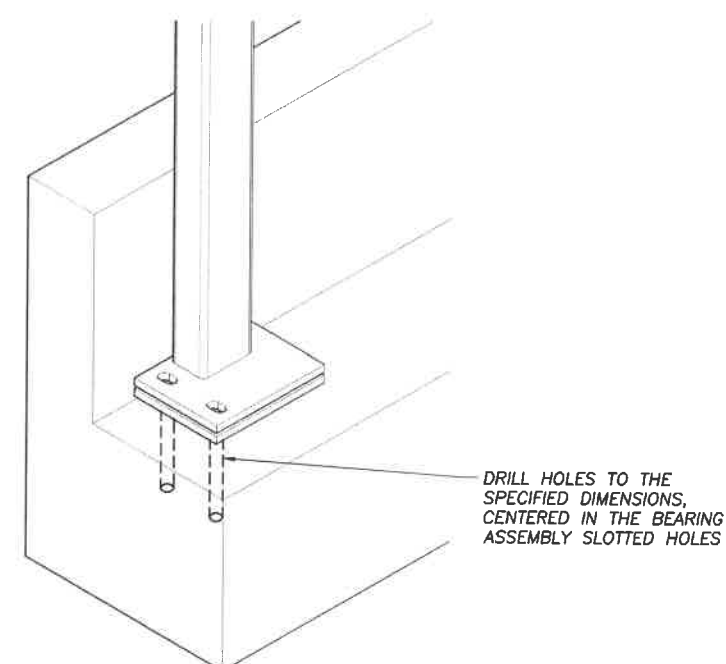
STEP 1

Before setting bridge in final position, remove temporary bolts and/or temporary spacer from bearings when applicable. Use caution not to damage or scratch Teflon and stainless steel or elastomeric bearing pad (as applicable).



STEP 2

Final elevation adjustment of bridges with leveling plates on concrete substructures will be made with shims (provided, see plans). With elastomeric bearings without leveling plates, construct backwalls with extreme precision, or place backwall after placing the superstructure, or otherwise allow for adjustment in backwall height. In all cases with cover plate or angle, allow the cover plate or angle to just touch the top of the abutment backwall without carrying any bridge weight. Otherwise, top of deck and top of abutment backwall elevation shall match.

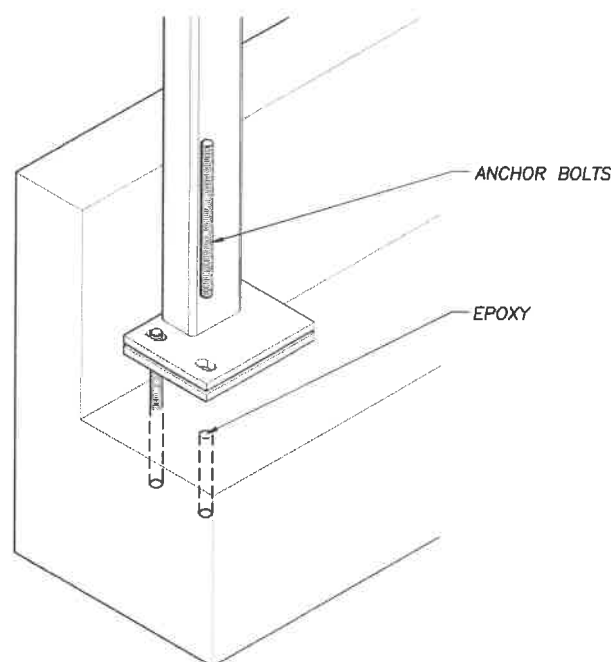


STEP 3

For any type of drilled anchor, drill holes into the substructure (through bearing plates), centered on slotted holes when applicable, after the bridge is in the final position unless indicated otherwise in the plans.

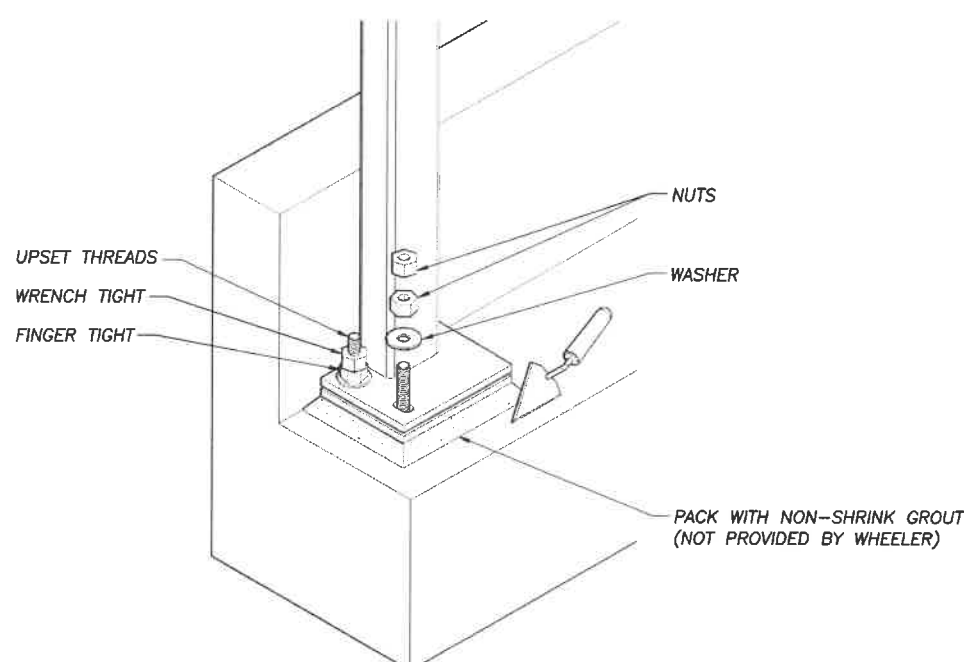
If obstructions limit drilling operations, the bridge shall be temporarily placed in the final position, all holes carefully marked at locations to be drilled, and then the superstructure shall be moved to facilitate drilling. After drilling operations are complete, the superstructure shall be permanently placed in the final position.

Be careful regarding the depth of holes into concrete when using pre-measured adhesive capsules.



STEP 4

Carefully clean the hole, install the epoxy adhesive (using special cold weather methods when necessary), install the bolt and allow to cure, all in conformance with adhesive manufacturer's recommendations.



STEP 5

Inject an approved non-shrink grout between the leveling plate and concrete substructure when applicable. See plans for further grouting requirements. Install nuts and washers as noted in plans. Upsetting of anchor bolt threads is also recommended.

ANCHOR SPECIFICATIONS FOR MKT FASTENING L.L.C.
LIQUID ROC 500

ROD SIZE	DRILL DIA.	NO. OF ANCHOR BOLTS PER 8.5 OZ. SINGLE TUBE	NO. OF ANCHOR BOLTS PER 22 OZ. TWIN TUBE	EMBED. DEPTH
1"	1 1/8"	3	7	9"

SHEET TITLE:

BEARING INSTALLATION SEQUENCE
24'-0" PEDESTRIAN BRIDGE
8'-0" WALKWAY
NORTH BRIDGE - ELSIE STEPHENS PARK
PARK IMPROVEMENT PROJECT
DAYTON, MINNESOTA

Wheeler

9531 West 78th Street - Suite 100
Eden Prairie, MN 55344
952-929-7854
info@wheeler1892.com
wheeler1892.com

DATE: 06/08/2022	TRACKING NO. T22946	SHEET NO.
CHK: JAS	DWN: OVG	ORDER NO. W15068

E2 0962

ADVERTISEMENT FOR BID

Elsie Stephens Park Pedestrian Bridge Project Dayton, Minnesota

Notice is hereby given that sealed bids will be received until **3:00 PM, Tuesday, October 31st, 2024**, at:

City of Dayton

Attn: Zach Doud – City Administrator
12260 South Diamond Lake Road
Dayton, MN 55327

The bids received will be publicly opened and read aloud, for the furnishing of all labor and material for the construction of the Elsie Stephens Pedestrian Bridge Project. Major components of the work include:

1. Earthwork and final grading
2. Paved trails – limited concrete OR asphalt
3. Prefabricated pedestrian bridge
4. Cast in place concrete abutments
5. Seeding & erosion control

Work shall begin after November 15th, 2024 and be substantially completed by June 30th, 2025.

Each bidder shall submit as a general contractor and **partial bids are not allowed**. You shall retain sub-contractors as needed to provide the full services required of the project. The City will engage in only one contract to complete this work.

Bids must be submitted on the forms provided in the Project Manual and Construction Documents.

Complete digital project bidding documents will be available after October 9th, 2024 at www.questcdn.com. You may download the digital plan documents for a fee by inputting **Quest Project ID#9349768** on the website's project search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information.

Questions regarding the project should be directed to:

Paul Kangas, Landscape Architect
Inside Outside Architecture, Inc. (IOA)
Direct Dial: 612-237-8355
Email: paul@IOAinc.net

Bid security in the amount of 5% percent of the Bid must accompany each Bid in accordance with the Instructions to Bidders.

All bidders for this contract, including subcontractors and suppliers that have 40 or more full-time employees, shall submit a certified copy of their current Affirmative Action Certificate with their bid.

Bids shall be directed to the City Administrator, be securely sealed, and be labeled on the outside wrapper, "BID FOR ELSIE STEPHENS PEDESTRIAN BRIDGE PROJECT"

The City of Dayton reserves the right to reject any and all Bids, to waive irregularities and informalities therein and to award the Contract in the best interests of the City of Dayton.

Zach Doud
City Administrator
Dayton, Minnesota

PRESENTER: Martin Farrell

ITEM: Bounce Pillow Discussion

PREPARED BY: Danielle Higgins/Martin Farrell

POLICY DECISION / ACTION TO BE CONSIDERED: Discussion on purchase and installation of a bounce pillow.

BACKGROUND: Commissioner Chambers from the Park Commission, shared an idea of having a bounce pillow at Elsie Stephens Park. While on vacation she noticed these amenities and the amount of people using them. Her family visited Iceland this summer and they had them all over the country with a lot of attraction. Commissioner Chambers shared the following blog post with the staff. [Bounce Pillow – Iceland's Best Kept Secret - Tall Adventure Fam](#). Staff reached out to a company by the name of the Original Jumping Pillow to get more information on these.

This information has been shared with the Park Commission and they were unanimous in recommending this as an amenity that they would like to see in Dayton.

CRITICAL ISSUES: N/A

BUDGET IMPACT: \$12,000-\$20,000+.

RECOMMENDATION: Approve Staff to further investigate a location and firm costs for installation and maintenance of this Park amenity.

ATTACHMENT(S): Photos shared by Commissioner Chambers as well as additional photos from the Original Jumping Pillow company.

The Adventure Fam Blog Photos



Photos of the Original Jumping Pillow Installation



Price List From The Original Jumping Pillow



OUTDOOR JUMPING PILLOWS PRICES 2024



JUMPING PILLOW JP9 90' X 33'
COST \$17,800 US



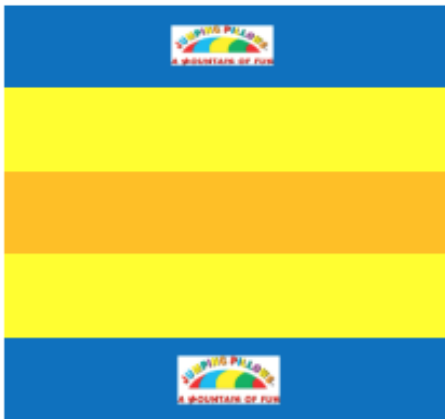
JUMPING PILLOW JP8 80' X 33'
COST \$16,800 US



JUMPING PILLOW JP7 70' X 33'
COST \$15,800 US



JUMPING PILLOW JP6 60' X 33'
COST \$14,800 US



JUMPING PILLOW JP5 50' X 33'
COST \$13,800 US



JUMPING PILLOW JP4 40' X 30'
COST \$12,800 US



JUMPING PILLOW JP3 30' X 33'
COST \$11,800 US



NOTE:

THE ABOVE PRICING INCLUDES INSTALLATION, ITEMS FOR INSTALL AND TRAVEL. IN SOME CASES IF TRAVEL IS REQUIRED BY AIR TRAVEL, THERE MAY BE SOME ADDITIONAL TRAVEL EXPENSE.

THE OWNERS ARE RESPONSIBLE FOR AN EXCAVATOR ON SITE THE DAY OF THE INSTALL AND TO SUPPLY THE SAND FOR THE PILLOW PERIMETER SOFT FALL AREA.

Original Jumping Pillow Replacement Covers:

JP9 Original Jumping Pillow Replacement Cover 9 Cost: \$15,200

JP8 Original Jumping Pillow Replacement Cover 8 Cost: \$14,200

JP7 Original Jumping Pillow Replacement Cover 7 Cost: \$13,200

JP6 Original Jumping Pillow Replacement Cover 6 Cost: \$12,200

JP5 Original Jumping Pillow Replacement Cover 5 Cost: \$11,200

JP4 Original Jumping Pillow Replacement Cover 4 Cost: \$10,200

Original Jumping Pillows Winter covers:

JP9 Winter cover	Cost: \$2,200
JP8 Winter cover	Cost: \$2,100
JP7 Winter Cover	Cost: \$2,000
JP6 Winter Cover	Cost: \$1,900
JP5 Winter Cover	Cost: \$1,800
JP4 Winter Cover	Cost: \$1,700

About Our Jumping Pillows:

- * Original Jumping is a Trade Mark and can only be advertised on our product.
- * We install with Metal triangles and not ropes as our competitors do.
- * Our product is the only pillow to carry a certificate of Engineering.
- * Our material is the highest quality available and unique to our brand.
- * Our product carries a 5 year warranty against any pillow failures, not wear & tear.
- * Personalization on your pillow is available.
- * Our product is strictly installed by trained professionals.

Outdoor Pillows:

JP9 89 x 33 feet	Cost \$17,800
JP8 79 x 33 feet	Cost \$16,800
JP7 69 x 33 feet	Cost \$15,800
JP6 59 x 33 feet	Cost \$14,800
JP5 48 x 33 feet	Cost \$13,800
JP4 38 x 30 feet	Cost \$12,800
JP3 30 x 30 feet	Cost \$11,800

Pricing above is all inclusive no additional costs to the customer except the excavator the day of the install and sand for the soft fall.

ITEM:

Approval of Purchase Agreement for 29-120-22-44-0002

PREPARED BY:

Zach Doud, City Administrator

BACKGROUND:

City Council had a closed session at the council meeting on August 12, 2024 to discuss the purchase of property. The direction of the council was to purchase property for a fire station along 117th Ave as close to the budgeted amount of \$500,000. At that time, there were 3 or 4 identified properties that had expressed interest in selling and staff was not able to get to a agreeable price for those properties.

Since that meeting, we had heard from the owner of parcel 29-120-22-44-002 that expressed interest in selling and staff was able to come to an agreeable price of \$570,000, draft a purchase agreement, and have the sellers' sign that purchase agreement in preparation for this council meeting. Staff is very excited to have this large step up for approval tonight and look forward to a great facility being placed on this property.

Per State Statute 462.356 subd. 2, a requirement for a purchase of property should have comments from the Planning Commission on whether this purchase complies with the comp plan. This is going to the Planning Commission meeting on October 3, 2024 so the comments aren't ready from that meeting for this packet. With that, comments will be shared at the council meeting in person by staff.

Critical Issues:

Something that should be looked at now, is with the size of this property, is this a good place for the future civic campus of Dayton or is this just the place for Fire Station #3? We can have further conversation at a future meeting, but just food for thought with this approval of the purchase agreement.

RECOMMENDATION:

Staff recommends approval of the purchase agreement.

ATTACHMENT(S):

Purchase Agreement with Diane Baxter

**CITY COUNCIL OF THE
CITY OF DAYTON
HENNEPIN AND WRIGHT COUNTIES, MINNESOTA**

RESOLUTION NO. 52-2024

A RESOLUTION APPROVING THE ACQUISITION OF REAL PROPERTY

WHEREAS, Diane Baxter (“Seller”) is the fee owner of the real property located in the City of Dayton, Hennepin County, Minnesota, legally described as *Lot 2, Block 1, Baxter Estates, Hennepin County, Minnesota* (PID: 2912022440002) (the “Property”); and

WHEREAS, Seller proposed to convey the Property to the City of Dayton (“City”) for a purchase price of \$570,000.00, which includes \$5,000.00 as earnest money;

WHEREAS, the City desires to acquire the Property and has received and reviewed the proposed Purchase Agreement for the acquisition of the Property to be entered into by and between the City and the Seller;

WHEREAS, acquiring ownership of the Property by the City would serve the public interest;

WHEREAS, the Dayton Planning Commission has reviewed the proposed acquisition of the Property and finds that it is consistent with the City’s comprehensive municipal plan.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Dayton, Minnesota, that the proposed transaction is hereby approved under the terms of the Purchase Agreement, and the Mayor and City Administrator are authorized and directed to execute all documents, and take all appropriate measures to acquire the Property.

ADOPTED this 8th day of October, 2024, by the City Council of the City of Dayton, Minnesota. Motion made by _____. Seconded by _____. Motion carries unanimously.

By: _____
Dennis Fisher, Mayor

ATTEST:

Amy Benting, City Clerk



DISCLOSURE STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT

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1. Page 1

2. ARBITRATION DISCLOSURE

3. You have the right to choose whether to have any disputes about disclosure of material facts affecting the use or
4. enjoyment of the property that you are buying or selling decided by binding arbitration or by a court of law. By agreeing
5. to binding arbitration, **you give up your right to go to court for claims over \$20,000.**

6. By signing the RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT ("ARBITRATION AGREEMENT") on
7. page two (2), you agree to the following:

8. (1) disputes with demands which fall within the jurisdictional limits of the conciliation court shall be resolved in the
9. applicable conciliation court; and
10. (2) all other disputes shall be subject to binding arbitration under the Residential Real Property Arbitration
11. System ("Arbitration System") administered by National Center for Dispute Settlement ("NCDS") and endorsed
12. by the Minnesota Association of REALTORS® ("MNAR"). The ARBITRATION AGREEMENT is enforceable only
13. if it is signed by all buyers, sellers and licensees representing or assisting the buyers and the sellers. The
14. ARBITRATION AGREEMENT is not part of the *Purchase Agreement*. **Your *Purchase Agreement* will still**
15. **be valid whether or not you sign the ARBITRATION AGREEMENT.**

16. The Arbitration System is a private dispute resolution system offered as an alternative to the court system. It is not
17. government sponsored. NCDS and the MNAR jointly adopt the rules that govern the Arbitration System. NCDS and
18. the MNAR are not affiliated. Under the ARBITRATION AGREEMENT you must use the arbitration services of NCDS.

19. All disputes about or relating to disclosure of material facts affecting the use or enjoyment of the property, excluding
20. disputes related to title issues, are subject to arbitration under the ARBITRATION AGREEMENT. This includes claims
21. of fraud, misrepresentation, warranty and negligence. Nothing in this Agreement limits other rights you may have under
22. MN Statute 327A (statutory new home warranties) or under private contracts for warranty coverage. An agreement to
23. arbitrate does not prevent a party from contacting the Minnesota Department of Commerce, the state agency that
24. regulates the real estate profession, about licensee compliance with state law.

25. The administrative fee for the Arbitration System varies depending on the amount of the claim, but it is more than initial
26. court filing fees. In some cases, conciliation court is cheaper than arbitration. The maximum claim allowed in conciliation
27. court is \$20,000. This amount is subject to future change. In some cases, it is quicker and less expensive to arbitrate
28. disputes than to go to court, but the time to file your claim and pre-hearing discovery rights are limited. The right to
29. appeal an arbitrator's award is very limited compared to the right to appeal a court decision.

30. **A request for arbitration must be filed within 24 months of the date of the closing on the property or else the**
31. **claim cannot be pursued. In some cases of fraud, a court or arbitrator may extend the 24-month limitation**
32. **period provided herein.**

33. A party who wants to arbitrate a dispute files a Demand, along with the appropriate administrative fee, with NCDS.
34. NCDS notifies the other party, who may file a response. NCDS works with the parties to select and appoint an arbitrator
35. to hear and decide the dispute. A three-arbitrator panel will be appointed instead of a single arbitrator at the request
36. of any party. The party requesting a panel must pay an additional fee. Arbitrators have backgrounds in law, real estate,
37. architecture, engineering, construction or other related fields.

38. Arbitration hearings are usually held at the home site. Parties are notified about the hearing at least 14 days in advance.
39. A party may be represented by a lawyer at the hearing, at the party's own expense, if he or she gives five (5) days
40. advance notice to the other party and to NCDS. Each party may present evidence, including documents or testimony
41. by witnesses. The arbitrator must make any award within 30 days from the final hearing date. The award must be
42. in writing and may provide any remedy the arbitrator considers just and equitable that is within the scope of the parties'
43. agreement. The arbitrator does not have to make findings of fact that explain the reason for granting or denying an
44. award. The arbitrator may require the party who does not prevail to pay the administrative fee.

45. **This Arbitration Disclosure provides only a general description of the Arbitration System and a general overview**
46. **of the Arbitration System rules.** For specific information regarding the administrative fee, please see the Fee Schedule
47. located in the NCDS Rules. Copies of the Arbitration System rules are available from NCDS by calling (866) 727-8119
48. or on the Web at www.ncdsusa.org or from your REALTOR®. If you have any questions about arbitration, call NCDS
49. at (866) 727-8119 or consult a lawyer.

**DISCLOSURE STATEMENT: ARBITRATION
DISCLOSURE AND RESIDENTIAL REAL
PROPERTY ARBITRATION AGREEMENT**

50. Page 2

51. **THIS IS AN OPTIONAL, VOLUNTARY AGREEMENT.**
52. **READ THE ARBITRATION DISCLOSURE ON PAGE ONE (1) IN FULL BEFORE SIGNING.**

53. **RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT**

54. For the property located at 000 117th Avenue N .

55. City of Dayton , County of Hennepin ,

56. State of Minnesota, Zip Code 55327 .

57. Any dispute between the undersigned parties, or any of them, about or relating to material facts affecting the use or
58. enjoyment of the property, excluding disputes related to title issues of the property covered by the *Purchase Agreement*
59. dated September 18th 2024 , including claims of fraud, misrepresentation, warranty and negligence, shall
60. be settled as specified in the Arbitration Disclosure above. National Center for Dispute Settlement shall be the arbitration
61. service provider. The rules adopted by National Center for Dispute Settlement and the Minnesota Association of
62. REALTORS® shall govern the proceeding(s). The rules that shall govern the proceeding(s) are those rules in effect
63. at the time the Demand for Arbitration is filed and include the rules specified in the Arbitration Disclosure on page one
64. (1). This Agreement shall survive the delivery of the deed or contract for deed in the *Purchase Agreement*. This Agreement
65. is only enforceable if all buyers, sellers and licensees representing or assisting the buyers and sellers have agreed to
66. arbitrate as acknowledged by signatures below. For purposes of this Agreement, the signature of one licensee of a
67. broker shall bind the broker and all licensees of that broker.

68. _____ (Seller's Signature) _____ (Date) _____ (Buyer's Signature) _____ (Date)

69. Diane Baxter The City of Dayton- DENIED -
(Seller's Printed Name) (Buyer's Printed Name)

70. _____ (Seller's Signature) _____ (Date) _____ (Buyer's Signature) _____ (Date)

71. _____ (Seller's Printed Name) _____ (Buyer's Printed Name)

72. _____ (Licensee Representing or Assisting Seller) _____ (Date) _____ (Licensee Representing or Assisting Buyer) _____ (Date)

73. Keller Williams Integrity NW Keller Williams Integrity NW
(Company Name) (Company Name)

74. **THE RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT IS A LEGALLY BINDING CONTRACT**
75. **BETWEEN BUYERS, SELLERS AND LICENSEES. IF YOU DESIRE LEGAL ADVICE, CONSULT A LAWYER.**

MN:DS:ADRAA-2 (8/24)



PURCHASE AGREEMENT: VACANT LAND (RESIDENTIAL)

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1. Date September 18th 2024
2. Page 1

3. BUYER(S): The City of Dayton
4. _____
5. Buyer's earnest money in the amount of
6. Five Thousand Dollars (\$ 5,000.00)
7. shall be delivered to listing broker, or, if checked, to ☐ _____ no later than two (2) Business
-----("Earnest Money Holder")-----
8. Days after Final Acceptance Date. Buyer and Seller agree that earnest money shall be deposited in the trust account
9. of Earnest Money Holder as specified above within three (3) Business Days of receipt of the earnest money or Final
10. Acceptance Date, whichever is later.
11. Said earnest money is part payment for the purchase of the property located at
12. Street Address: 000 117th Avenue N
13. City of Dayton, County of Hennepin State of Minnesota,
14. Zip Code 55327, legally described as LOT 002 BLOCK 001 BAXTER ESTATES
15. _____
16. _____
17. including all fixtures, if any, **AND** including the following personal property, if any, which shall be transferred with no
18. additional monetary value, and free and clear of all liens and encumbrances:
19. _____
20. _____
21. _____ (collectively the "Property").
22. Notwithstanding the foregoing, the following item(s) are excluded from the purchase:
23. _____

PURCHASE PRICE:

24. _____
25. Seller has agreed to sell the Property to Buyer for the sum of (\$ 570,000.00)
26. _____
27. Five Hundred Seventy Thousand Dollars,
28. which Buyer agrees to pay in the following manner:
29. 1. 100 percent (%) of the sale price in **CASH**, or more in Buyer's sole discretion, including earnest money;
30. 2. _____ percent (%) of the sale price in **MORTGAGE FINANCING**. (See following Mortgage Financing
31. section.)
32. 3. _____ percent (%) of the sale price by **ASSUMING** Seller's current mortgage. (See attached *Addendum to*
33. *Purchase Agreement: Assumption Financing*.)
34. 4. _____ percent (%) of the sale price by **CONTRACT FOR DEED**. (See attached *Addendum to Purchase*
35. *Agreement: Contract for Deed Financing*.)

CLOSING DATE:

36. _____
37. The date of closing shall be On or before Dec. 6

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

38. Page 2 Date September 18th 2024

39. Property located at 000 117th Avenue N Dayton MN 55327.

40. **MORTGAGE FINANCING:**

41. This Purchase Agreement ☐ IS ☒ IS NOT subject to the mortgage financing provisions below. If IS, complete the
-----*(Check one.)*-----

42. **MORTGAGE FINANCING** section below. If IS NOT, proceed to the **SELLER'S CONTRIBUTIONS TO BUYER'S**
43. **COSTS** section.

44. Such mortgage financing shall be: *(Check one.)*

45. ☐ **FIRST MORTGAGE only** ☐ **FIRST MORTGAGE AND SUBORDINATE FINANCING.**

46. Buyer shall apply for and secure, at Buyer's expense, a: *(Check all that apply.)*

47. ☐ **CONVENTIONAL OR PRIVATELY INSURED CONVENTIONAL**

48. ☐ **DEPARTMENT OF VETERANS' AFFAIRS ("DVA") GUARANTEED**

49. ☐ **FEDERAL HOUSING ADMINISTRATION ("FHA") INSURED**

50. ☐ **UNITED STATES DEPARTMENT OF AGRICULTURE ("USDA") RURAL DEVELOPMENT**

51. ☐ **OTHER** _____

52. mortgage in the amount stated in this Purchase Agreement, amortized over a period of not more than
53. _____ years, with an initial interest rate at no more than _____ percent (%) per annum. The mortgage
54. application **IS TO BE MADE WITHIN FIVE (5) BUSINESS DAYS** after the Final Acceptance Date. Buyer agrees to
55. use best efforts to secure a commitment for such financing and to execute all documents required to consummate
56. said financing.

57. **MORTGAGE FINANCING CONTINGENCY:** This Purchase Agreement is contingent upon the following and applies
58. to the first mortgage and any subordinate financing. *(Check one.)*

59. ☐ If Buyer cannot secure the financing specified in this Purchase Agreement, and this Purchase Agreement does not
60. close on the closing date specified, this Purchase Agreement is canceled. Buyer and Seller shall immediately
61. sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here
62. to be ☐ **REFUNDED TO BUYER** ☐ **FORFEITED TO SELLER.**
-----*(Check one.)*-----

63. **NOTE:** If this Purchase Agreement is subject to DVA or FHA financing, **FORFEITED TO SELLER** may be
64. prohibited. See the following DVA and FHA Escape Clauses.

65. OR

66. ☐ Buyer shall provide Seller, or licensee representing or assisting Seller, with the Written Statement, on
67. or before _____.

68. For purposes of this Contingency, "**Written Statement**" means a Written Statement prepared by Buyer's mortgage
69. originator(s) or lender(s) after the Final Acceptance Date that Buyer is approved for the loan(s) specified in this
70. Purchase Agreement, including both the first mortgage and any subordinate financing, if any, and stating that an
71. appraisal, satisfactory to the lender(s), has been completed or the lender(s) has waived the appraisal and stating
72. conditions required by lender(s) to close the loan.

73. Upon delivery of the Written Statement to Seller, or licensee representing or assisting Seller, the obligation for
74. satisfying all conditions required by mortgage originator(s) or lender(s), except those conditions specified below,
75. are deemed accepted by Buyer:

76. (a) work orders agreed to be completed by Seller;

77. (b) any other financing terms agreed to be completed by Seller here; and

78. (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement.

MN:PA:VL-2 (8/24)

PURCHASE AGREEMENT: VACANT LAND (RESIDENTIAL)

79. Page 3 Date September 18th 2024

80. Property located at 000 117th Avenue N Dayton MN 55327.
81. Upon delivery of the Written Statement, if this Purchase Agreement does not close on the stated closing date for
82. **ANY REASON** relating to financing, including, but not limited to interest rate and discount points, if any, then Seller
83. may, at Seller's option, declare this Purchase Agreement canceled, in which case this Purchase Agreement is
84. canceled. If Seller declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a
85. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to
86. be **FORFEITED TO SELLER** as liquidated damages. In the alternative, Seller may seek all other remedies
87. allowed by law.
88. Notwithstanding the language in the preceding paragraph, Seller may not declare this Purchase Agreement
89. canceled if the reason this Purchase Agreement does not close was due to:
90. (a) Seller's failure to complete work orders to the extent required by this Purchase Agreement;
91. (b) Seller's failure to complete any other financing terms agreed to be completed by Seller here; or
92. (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement, except
93. as specified in the contingency for sale and closing of Buyer's property.
94. If the Written Statement is not provided by the date specified on line 67, Seller may, at Seller's option, declare this
95. Purchase Agreement canceled by written notice to Buyer at any time prior to Seller receiving the Written Statement,
96. in which case this Purchase Agreement is canceled. In the event Seller declares this Purchase Agreement
97. canceled, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation
98. and directing all earnest money paid here to be ☐ **RETAINED BY SELLER** ☐ **REFUNDED TO BUYER**.
------(Check one.)-----
99. If the Written Statement is not provided, and Seller has not previously canceled this Purchase Agreement, this
100. Purchase Agreement is canceled as of the closing date specified in this Purchase Agreement. Buyer and Seller
101. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all
102. earnest money paid here to be ☐ **RETAINED BY SELLER** ☐ **REFUNDED TO BUYER**.
------(Check one.)-----
103. **LOCKING OF MORTGAGE INTEREST RATE ("RATE"):** The Rate shall be locked with the lender(s) by Buyer:
104. (Check one.)
105. ☐ **WITHIN FIVE (5) BUSINESS DAYS OF FINAL ACCEPTANCE DATE; OR**
106. ☐ **AT ANY TIME PRIOR TO CLOSING OR AS REQUIRED BY LENDER(S).**
107. **LENDER COMMITMENT WORK ORDERS:** Seller agrees to pay up to \$ _____ to
108. make repairs as required by the lender commitment. If the lender commitment is subject to any work orders for which
109. the cost of making said repairs shall exceed this amount, Seller shall have the following options:
110. (a) making the necessary repairs; or
111. (b) negotiating the cost of making said repairs with Buyer; or
112. (c) declaring this Purchase Agreement canceled, in which case this Purchase Agreement is canceled. Buyer and Seller
113. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all
114. earnest money paid here to be refunded to Buyer, unless Buyer provides for payment of the cost of said repairs
115. or escrow amounts related thereto above the amount specified on line 107 of this Purchase Agreement.
116. ☐ **SELLER** ☐ **BUYER** agrees to pay any reinspection fee required by Buyer's lender(s).
------(Check one.)-----
117. **FHA ESCAPE CLAUSE (FHA Financing only):** "It is expressly agreed that, notwithstanding any other provisions
118. of this contract, the purchaser shall not be obligated to complete the purchase of the Property described here or to
119. incur any penalty by forfeiture of earnest money deposits or otherwise, unless the purchaser has been given in
120. accordance with the Department of Housing and Urban Development ("HUD")/FHA or DVA requirements a written
121. statement by the Federal Housing Commissioner, Department of Veterans' Affairs, or a Direct Endorsement lender
122. setting forth the appraised value of the Property as not less than \$ _____ .
(sale price)
123. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard
124. to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage
125. HUD will insure; HUD does not warrant the value nor the condition of the Property. The purchaser should satisfy
126. himself/herself that the price and condition of the Property are acceptable."
127. **LENDER PROCESSING FEES (FHA, DVA Financing Only):** Seller agrees to pay Buyer's closing fees and
128. miscellaneous processing fees which cannot be charged to Buyer, not to exceed \$ _____ .
129. This amount is in addition to Seller's Contributions to Buyer's Costs, if applicable.

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

130. Page 4 Date September 18th 2024

131. Property located at 000 117th Avenue N Dayton MN 55327.

132. **DVA FUNDING FEE (DVA Financing only):** Pursuant to federal regulations, a one-time Funding Fee based on loan
133. amount, not otherwise waived, must be paid at the closing of this transaction as follows:

134. _____ paid by Buyer ☐ **AT CLOSING** ☐ **ADDED TO MORTGAGE AMOUNT**
------(Check one.)-----

135. _____ paid by Seller

136. **NOTE: DVA regulations limit the fees and charges Buyer can pay to obtain a DVA loan.**

137. **DEPARTMENT OF VETERANS' AFFAIRS ESCAPE CLAUSE (DVA Financing only):** "It is expressly agreed that,
138. notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest
139. money or otherwise be obligated to complete the purchase of the Property described here, if the contract purchase
140. price or cost exceeds the reasonable value of this Property established by the Department of Veterans' Affairs. The
141. purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without
142. regard to the amount of reasonable value established by the Department of Veterans' Affairs."

143. **NOTE: Verify DVA requirements relating to payment of all special assessments levied and pending, and**
144. **annual installments of special assessments certified to yearly taxes.**

145. **OTHER MORTGAGE FINANCING ITEMS:** _____

146. _____

SELLER'S CONTRIBUTIONS TO BUYER'S COSTS:

148. Seller ☐ **IS** ☒ **IS NOT** contributing to Buyer's costs. If answer is **IS**, Seller agrees to pay at closing, up to: (Check one.)
------(Check one.)-----

149. ☐ \$ _____

150. ☐ _____ percent (%) of the sale price

151. towards Buyer's closing fees, title service fees, title searches, title examinations, abstracting, lender's title insurance,
152. owner's title insurance, prepaid items, other Buyer's costs allowable by lender, if any, and/or mortgage discount points. Any
153. amount of Seller's contribution that exceeds Buyer's allowable costs, or which cannot be used because Seller's
154. contribution exceeds the maximum Seller contribution allowed by law or by mortgage requirements, shall be retained
155. by Seller.

156. **NOTE: The amount paid by Seller cannot exceed the maximum Seller contribution allowed by FHA, DVA, or**
157. **lender. All funds paid by Seller on behalf of Buyer must be stated on the Closing Disclosure at closing.**

SALE OF BUYER'S PROPERTY:

158. _____
159. (Check one.)

160. ☐ 1. This Purchase Agreement is subject to an *Addendum to Purchase Agreement: Sale of Buyer's Property*
161. *Contingency* for the sale of Buyer's property. (If checked, see attached *Addendum*.)

162. OR

163. ☐ 2. This Purchase Agreement is contingent upon the successful closing on the Buyer's property located at

164. _____, which is scheduled to close on

165. _____ pursuant to a fully executed purchase agreement. If Buyer's
166. property does not close by the closing date specified in this Purchase Agreement, this Purchase Agreement
167. is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said
168. cancellation and directing all earnest money paid here to be refunded to Buyer. The language in this paragraph
169. supersedes any other provision to the contrary in any financing contingency made a part of this Purchase
170. Agreement, if applicable.

171. OR

172. ☒ 3. Buyer represents that Buyer has the financial ability to perform on this Purchase Agreement without the sale
173. and closing on any other property.

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

174. Page 5 Date September 18th 2024

175. Property located at 000 117th Avenue N Dayton MN 55327.

176. **REAL ESTATE TAXES/SPECIAL ASSESSMENTS:**

177. **REAL ESTATE TAXES:** Seller shall pay on the date of closing all real estate taxes due and payable in all prior years including all penalties and interest.

179. Buyer shall pay ☒ **PRORATED FROM DAY OF CLOSING** ☐ **ALL** ☐ **NONE** ☐ _____ /12ths OF real estate taxes due and payable in the year of closing. ------(Check one.)-----

181. Seller shall pay ☒ **PRORATED TO DAY OF CLOSING** ☐ **ALL** ☐ **NONE** ☐ _____ /12ths OF real estate taxes due and payable in the year of closing. ------(Check one.)-----

183. Buyer shall pay real estate taxes due and payable in the year following closing and thereafter, the payment of which is not otherwise here provided. No representations are made concerning the amount of subsequent real estate taxes.

185. **DEFERRED TAXES/SPECIAL ASSESSMENTS:**

186. ☐ **BUYER SHALL PAY** ☒ **SELLER SHALL PAY** on date of closing any deferred real estate taxes (e.g. Green Acres) or special assessments, payment of which is required as a result of the closing of this sale. ------(Check one.)-----

188. ☐ **BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING** ☒ **SELLER SHALL PAY ON** ------(Check one.)-----

189. **DATE OF CLOSING** all installments of special assessments certified for payment, with the real estate taxes due and payable in the year or closing.

191. ☐ **BUYER SHALL ASSUME** ☒ **SELLER SHALL PAY** on date of closing all other special assessments levied as of the Date of this Purchase Agreement. Notwithstanding the foregoing, Buyer shall assume any levied assessments that cannot be paid in the year of closing. ------(Check one.)-----

194. ☐ **BUYER SHALL ASSUME** ☒ **SELLER SHALL PROVIDE FOR PAYMENT OF** special assessments pending as of the Date of this Purchase Agreement for improvements that have been ordered by any assessing authorities. (Seller's provision for payment shall be by payment into escrow of two (2) times the estimated amount of the assessments or less, as required by Buyer's lender.)

198. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of which is not otherwise here provided.

200. As of the Date of this Purchase Agreement, Seller represents that Seller ☐ **HAS** ☒ **HAS NOT** received a notice regarding any new improvement project from any assessing authorities, the costs of which project may be assessed against the Property. Any such notice received by Seller after the Date of this Purchase Agreement and before closing shall be provided to Buyer immediately. If such notice is issued after the Date of this Purchase Agreement and on or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide for the payment of, or assume the special assessments. In the absence of such agreement, either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to Buyer. ------(Check one.)-----

210. **ADDITIONAL PROVISIONS:**

211. **PREVIOUSLY EXECUTED PURCHASE AGREEMENT:** This Purchase Agreement ☐ **IS** ☒ **IS NOT** subject to ------(Check one.)-----

212. cancellation of a previously executed purchase agreement dated _____.

213. (If answer is **IS**, said cancellation shall be obtained no later than _____).

214. If said cancellation is not obtained by said date, this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.

PURCHASE AGREEMENT: VACANT LAND (RESIDENTIAL)

217. Page 6 Date September 18th 2024

218. Property located at 000 117th Avenue N Dayton MN 55327.

219. **SPECIAL CONTINGENCIES:** This Purchase Agreement is subject to the following contingencies, and if the
220. contingencies checked below are not satisfied or waived, in writing, by Buyer by _____,
221. this Purchase Agreement is canceled as of said date. Buyer and Seller shall immediately sign a *Cancellation of*
222. *Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.
223. (Select appropriate options a–k.)

224. ☐ (a) Buyer obtaining a physical inspection of the Property, satisfactory to Buyer.
225. ☐ (b) Buyer obtaining evidence of utility connections available, and costs for connection to the Property, satisfactory
226. to Buyer.
227. ☐ (c) ☐ **BUYER** ☐ **SELLER** shall provide a certificate of survey of the Property, at ☐ **BUYER** ☐ **SELLER**
228. ----- (Check one.) ----- expense.
229. ☐ (d) Buyer obtaining approval of city/township of proposed building plans and specifications at
230. ☐ **BUYER** ☐ **SELLER** expense.
----- (Check one.) -----
231. ☐ (e) Buyer obtaining approval of city/township of proposed subdivision development plans at
232. ☐ **BUYER** ☐ **SELLER** expense.
----- (Check one.) -----
233. ☐ (f) Buyer obtaining approval of city/township for rezoning or use permits at ☐ **BUYER** ☐ **SELLER** expense.
----- (Check one.) -----
234. ☐ (g) Buyer obtaining, at ☐ **BUYER** ☐ **SELLER** expense, percolation tests which are acceptable to Buyer.
----- (Check one.) -----
235. ☐ (h) Buyer obtaining, at ☐ **BUYER** ☐ **SELLER** expense, soil tests which indicate that the Property may be
236. improved without extraordinary building methods or cost.
237. ☐ (i) Buyer obtaining approval of building plans and/or specifications in accordance with any recorded subdivision
238. covenants and approval of the architectural control committee.
239. ☐ (j) Buyer obtaining, at ☐ **BUYER** ☐ **SELLER** expense, copies of all covenants, reservations, and restrictions
240. ----- (Check one.) ----- affecting the Property, satisfactory to Buyer.
241. ☐ (k) Other:

242.

243.

244.

245. Seller's expenses for these contingencies (if any) shall not exceed \$ _____.

246. **DEED/MARKETABLE TITLE:** Upon performance by Buyer, Seller shall deliver a: (Check one.)

247. ☒ **WARRANTY DEED** ☐ **PERSONAL REPRESENTATIVE'S DEED** ☐ **CONTRACT FOR DEED**

248. ☐ **TRUSTEE'S DEED** ☐ **Other:** _____ Deed joined in by spouse, if any, conveying
249. marketable title, subject to

250. (a) building and zoning laws, ordinances, state and federal regulations;

251. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;

252. (c) reservation of any mineral rights by the State of Minnesota;

253. (d) utility and drainage easements which do not interfere with existing improvements;

254. (e) **rights of tenants as follows** (unless specified, not subject to tenancies): _____
255. _____; and

256. (f) others (must be specified in writing): _____
257. _____

PURCHASE AGREEMENT: VACANT LAND (RESIDENTIAL)

258. Page 7 Date September 18th 2024

259. Property located at 000 117th Avenue N Dayton MN 55327.

260. **POSSESSION:** Seller shall deliver possession of the Property: *(Check one.)*

261. ☒ **IMMEDIATELY AFTER CLOSING;** or

262. ☐ **OTHER:** _____.

263. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property
264. by possession date.

265. **PRORATIONS:** All interest; unit owners' association dues; rents; and charges for city water, city sewer, electricity,
266. and natural gas shall be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining
267. gallons of fuel oil or liquid petroleum gas on the day of closing, at the rate of the last fill by Seller.

268. **TITLE AND EXAMINATION:** Within a reasonable time period after Final Acceptance Date, Seller shall provide one of
269. the following title evidence options, at Seller's selection, which shall include proper searches covering bankruptcies,
270. state and federal judgments and liens, and levied and pending special assessments to Buyer or Buyer's designated
271. title service provider:

272. (a) A commitment for an owner's policy of title insurance on a current ALTA form issued by an insurer licensed to write
273. title insurance in Minnesota as selected by Buyer. Seller shall be responsible for the title search and exam costs
274. related to the commitment. Buyer shall be responsible for all additional costs related to the issuance of the title
275. insurance policy(ies), including but not limited to the premium(s), Buyer's name search and plat drawing, if
276. any. Seller shall deliver any abstract of title and a copy of any owner's title insurance policy for the Property,
277. if in Seller's possession or control, to Buyer or Buyer's designated title service provider. Any abstract of title or
278. owner's title insurance policy provided shall be immediately returned to Seller, or licensee representing or
279. assisting Seller, upon cancellation of this Purchase Agreement.

280. (b) An Abstract of Title certified to date if Abstract Property or a Registered Property Abstract ("RPA") certified to date
281. if Registered (Torrens) Property. Seller shall pay for the abstracting or RPA costs and deliver any abstract for
282. this Property in Seller's possession or control to Buyer or Buyer's designated title service provider. Any abstract
283. provided shall be immediately returned to Seller, or licensee representing or assisting Seller, upon cancellation of
284. this Purchase Agreement. If Property is Abstract and Seller does not have an abstract of title, Option (a) will
285. automatically apply.

286. Seller shall use Seller's best efforts to provide marketable title by the date of closing. In the event that Seller has not
287. provided marketable title by the date of closing, Seller shall have an additional thirty (30) days to make title marketable
288. or, in the alternative, Buyer may waive title defects by written notice to Seller. In addition to the thirty (30)-day
289. extension, Buyer and Seller may by mutual agreement further extend the closing date. Lacking such extension,
290. either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee
291. representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares
292. this Purchase Agreement canceled, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement*
293. confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.

294. **SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS:** If this sale constitutes or requires a subdivision of land
295. owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. This
296. provision deals with the necessity of subdividing land to complete the sale of the Property described here in contrast
297. to the subdivision provision of lines 231-232 which deals with the future development plans of Buyer. Seller warrants
298. the legal description of the real Property to be conveyed has been or shall be approved for recording as of the date
299. of closing. Seller warrants that there is a right of access to the Property from a public right-of-way.

300. **MECHANIC'S LIENS:** Seller warrants that prior to the closing, payment in full will have been made for all labor,
301. materials, machinery, fixtures, or tools furnished within the 120 days immediately preceding the closing.

302. **NOTICES:** Seller warrants that Seller has not received any notice from any governmental authority as to condemnation
303. proceedings or violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller
304. warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any
305. such notices received by Seller shall be provided to Buyer immediately. Discriminatory restrictive covenants (e.g.
306. provisions against conveyance of property to any person of a specified religious faith, creed, national origin, race, or
307. color) are illegal and unenforceable. An owner of real property may permanently remove such restrictive covenants
308. from the title by recording a statutory form in the office of the county recorder of any county where the property is located.

PURCHASE AGREEMENT: VACANT LAND (RESIDENTIAL)

309. Page 8 Date September 18th 2024

310. Property located at 000 117th Avenue N Dayton MN 55327.

311. **DIMENSIONS:** Buyer acknowledges any dimensions, square footage, or acreage of land or improvements provided
312. by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of
313. information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.

314. **ACCESS AGREEMENT:** Seller agrees to allow Buyer reasonable access to the Property for performance of any
315. surveys, inspections or tests, or for water, sewer, gas, or electrical service hookup as agreed to here. Buyer shall
316. restore the premises to the same condition it was in prior to the surveys, inspections, or tests and pay for any
317. restoration costs relative thereto.

318. **RISK OF LOSS:** If there is any loss or damage to the Property between the Date of this Purchase Agreement and
319. the date of closing for any reason, including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall
320. be on Seller. If the Property is destroyed or substantially damaged before the closing date, this Purchase Agreement
321. is canceled, at Buyer's option, by written notice to Seller or licensee representing or assisting Seller. If Buyer cancels
322. this Purchase Agreement, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming
323. said cancellation and directing all earnest money paid here to be refunded to Buyer.

324. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.

325. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (Calendar or Business Days as specified)
326. following the occurrence of the event specified and includes subsequent days (Calendar or Business Days as
327. specified) ending at 11:59 P.M. on the last day.

328. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays, or state and federal holidays
329. unless stated elsewhere by the parties in writing.

330. **CALENDAR DAYS:** "Calendar Days" include Saturdays, Sundays, or state or federal holidays. For purposes of this
331. Agreement, any reference to "days" means "Calendar Days" unless otherwise required by law.

332. **RELEASE OF EARNEST MONEY:** Buyer and Seller agree that the Earnest Money Holder shall release earnest
333. money from the Earnest Money Holder's trust account:

- 334. (a) at or upon the successful closing of the Property;
- 335. (b) pursuant to written agreement between the parties, which may be reflected in a *Cancellation of Purchase*
336. *Agreement* executed by both Buyer and Seller;
- 337. (c) upon receipt of an affidavit of a cancellation under MN Statute 559.217; or
- 338. (d) upon receipt of a court order.

339. **DEFAULT:** If Buyer defaults in any of the agreements here, Seller may cancel this Purchase Agreement, and any
340. payments made here, including earnest money, shall be retained by Seller as liquidated damages and Buyer and
341. Seller shall affirm the same by a written cancellation agreement.

342. If Buyer defaults in any of the agreements here, Seller may terminate this Purchase Agreement under the
343. provisions of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable. If either Buyer or Seller
344. defaults in any of the agreements here or there exists an unfulfilled condition after the date specified for fulfillment,
345. either party may cancel this Purchase Agreement under MN Statute 559.217, Subd. 3. Whenever it is provided here
346. that this Purchase Agreement is canceled, said language shall be deemed a provision authorizing a Declaratory
347. Cancellation under MN Statute 559.217, Subd. 4.

348. If this Purchase Agreement is not canceled or terminated as provided here, Buyer or Seller may seek actual damages
349. for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to specific
350. performance, such action must be commenced within six (6) months after such right of action arises.

351. **NOTICE REGARDING AIRPORT ZONING REGULATIONS:** The Property may be in or near an airport safety zone
352. with zoning regulations adopted by the governing body that may affect the Property. Such zoning regulations are
353. filed with the county recorder in each county where the zoned area is located. If you would like to determine if such
354. zoning regulations affect the Property, you should contact the county recorder where the zoned area is located.

355. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender
356. registry and persons registered with the predatory offender registry under MN Statute 243.166 may be
357. obtained by contacting the local law enforcement offices in the community where the Property is located
358. or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections web
359. site at <https://coms.doc.state.mn.us/publicregistrantsearch>.

PURCHASE AGREEMENT: VACANT LAND (RESIDENTIAL)

360. Page 9 Date September 18th 2024

361. Property located at 000 117th Avenue N Dayton MN 55327.
362. **SPECIAL DISCLOSURES:** Seller discloses, to the best of Seller's knowledge, that the Property described in this
363. Purchase Agreement consists of approximately 9.54 ☒ **ACRES** ☐ **SQUARE FEET** and is currently zoned
------(Check one.)-----
364. _____.
365. Seller discloses, to the best of Seller's knowledge, that the Property ☐ **IS** ☒ **IS NOT** in a designated flood zone.
------(Check one.)-----
366. Seller discloses, to the best of Seller's knowledge, that the Property ☐ **DOES** ☒ **DOES NOT** currently receive
------(Check one.)-----
367. preferential tax treatment (e.g. Green Acres, Managed Forest Land, Non-Profit Status, Rural Preserve, SFIA, etc.).
368. Seller discloses, to the best of Seller's knowledge, that the Property ☐ **IS** ☒ **IS NOT** enrolled in any federal, state, or
------(Check one.)-----
369. local governmental programs (e.g., conservation programs, CREP, CRP, EQIP, Green Acres, Managed Forest Land,
370. RIM, riparian buffers, Rural Preserve, SFIA, WRP/RIM-WRP, etc.).

371. **BUYER HAS THE RIGHT TO A WALK-THROUGH REVIEW OF THE PROPERTY PRIOR TO CLOSING TO**
372. **ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE DATE OF THIS**
373. **PURCHASE AGREEMENT.**
374. BUYER HAS RECEIVED A: (Check any that apply.) ☐ **DISCLOSURE STATEMENT: VACANT LAND** OR A
375. ☐ **DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES** FORM.
376. **DESCRIPTION OF PROPERTY CONDITION:** See *Disclosure Statement: Vacant Land* or *Disclosure Statement:*
377. *Seller's Disclosure Alternatives* for description of disclosure responsibilities and limitations, if any.
378. **BUYER HAS RECEIVED THE INSPECTION REPORTS, IF REQUIRED BY MUNICIPALITY.**
379. **BUYER IS NOT RELYING ON ANY ORAL REPRESENTATIONS REGARDING THE CONDITION OF THE PROPERTY.**

380. **PLEASE NOTE:** Buyer may incur additional charges improving the Property, including, but not limited to, hookup and/
381. or access charges; municipal charges; costs for sewer access, stubbing access, water access, park dedication, road
382. access, curb cuts, utility connection and connecting fees; and tree planting charges.

383. (Check appropriate boxes.)
384. SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:
385. **CITY SEWER** ☐ **YES** ☒ **NO** / **CITY WATER** ☐ **YES** ☒ **NO**
386. **SUBSURFACE SEWAGE TREATMENT SYSTEM**
387. SELLER ☐ **DOES** ☒ **DOES NOT** KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR
------(Check one.)-----
388. SERVING THE PROPERTY. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure*
389. *Statement: Subsurface Sewage Treatment System*.)
390. **PRIVATE WELL**
391. SELLER ☐ **DOES** ☒ **DOES NOT** KNOW OF A WELL ON OR SERVING THE PROPERTY.
------(Check one.)-----
392. (If answer is **DOES** and well is located on the Property, see *Disclosure Statement: Well*.)
393. TO THE BEST OF SELLER'S KNOWLEDGE, THE PROPERTY ☐ **IS** ☒ **IS NOT** IN A SPECIAL WELL
------(Check one.)-----
394. CONSTRUCTION AREA.
395. THIS PURCHASE AGREEMENT ☐ **IS** ☒ **IS NOT** SUBJECT TO AN *ADDENDUM TO PURCHASE AGREEMENT*:
------(Check one.)-----
396. *SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.*
397. (If answer is **IS**, see attached *Addendum*.)
398. **IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS**
399. **RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE**
400. **SEWAGE TREATMENT SYSTEM.**

**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

401. Page 10 Date September 18th 2024

402. Property located at 000 117th Avenue N Dayton MN 55327

403. **AGENCY NOTICE**

404. William J Christian is ☐ Seller's Agent ☒ Buyer's Agent ☒ Dual Agent ☐ Facilitator.
(Licensee) -----(Check one.)-----

405. Keller Williams Integrity NW
(Real Estate Company Name)

406. _____ is ☐ Seller's Agent ☐ Buyer's Agent ☐ Dual Agent ☐ Facilitator.
(Licensee) -----(Check one.)-----

407. _____
(Real Estate Company Name)

408. **THIS NOTICE DOES NOT SATISFY MINNESOTA STATUTORY AGENCY DISCLOSURE REQUIREMENTS.**

409. **SELLER'S CONTRIBUTION TO BUYER'S BROKER'S COMPENSATION:** Seller agrees to pay buyer's broker's
 410. compensation at closing 0 percent (%) of the selling price or \$ 0.00, which is in
 411. addition to any Seller's contribution to buyer's closing costs paid at closing. This amount is in addition to the listing
 412. broker's offer of cooperating compensation, if any.

413. **DUAL AGENCY REPRESENTATION**

414. **PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:**

415. ☒ Dual Agency representation DOES NOT apply in this transaction. *Do not complete lines 415-431.*

416. ☒ Dual Agency representation DOES apply in this transaction. *Complete the disclosure in lines 416-431.*

417. Broker represents both the Seller(s) and the Buyer(s) of the Property involved in this transaction, which creates a
 418. dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because
 419. the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for
 420. either party. Broker cannot act as a dual agent in this transaction without the consent of both Seller(s) and Buyer(s).
 421. Seller(s) and Buyer(s) acknowledge that

422. (1) confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will
 423. remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other
 424. information will be shared;

425. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and
 426. (3) within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of
 427. the sale.

428. With the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker
 429. and its salesperson to act as dual agents in this transaction.

430. Seller _____ Buyer _____

431. Seller _____ Buyer _____

432. Date _____ Date _____

433. **CLOSING COSTS:** Buyer or Seller may be required to pay certain closing costs, which may effectively increase the
 434. cash outlay at closing or reduce the proceeds from the sale.

PURCHASE AGREEMENT: VACANT LAND (RESIDENTIAL)

435. Page 11 Date September 18th 2024

436. Property located at 000 117th Avenue N Dayton MN 55327.

437. **SETTLEMENT STATEMENT:** Buyer and Seller authorize the title company, escrow agent, and/or their representatives
438. to disclose and provide copies of the disbursing agent's settlement statement to the real estate licensees involved
439. in the transaction at the time these documents are provided to Buyer and Seller.

440. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
441. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold
442. tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer and Seller
443. agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code.

444. Seller shall represent and warrant, under the penalties of perjury, whether Seller is a "foreign person" (as the same
445. is defined within FIRPTA), prior to closing. Any representations made by Seller with respect to this issue shall survive
446. the closing and delivery of the deed.

447. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement
448. reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer
449. identification numbers or Social Security numbers.

450. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility for
451. withholding the applicable tax, Buyer and Seller should **seek appropriate legal and tax advice regarding FIRPTA**
452. **compliance, as the respective licensee's representing or assisting either party will be unable to assure either**
453. **party whether the transaction is exempt from FIRPTA withholding requirements.**

454. **FULLY EXECUTED PURCHASE AGREEMENT AND FINAL ACCEPTANCE:** To be binding, this Purchase Agreement
455. and all addenda must be fully executed by both parties and a copy must be delivered.

456. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to
457. this transaction constitute valid, binding signatures.

458. **ENTIRE AGREEMENT:** This Purchase Agreement and all addenda and amendments signed by the parties shall
459. constitute the entire agreement between Buyer and Seller. Any other written or oral communication between Buyer
460. and Seller, including, but not limited to, e-mails, text messages, or other electronic communications are not part of this
461. Purchase Agreement. This Purchase Agreement can be modified or canceled only in writing signed by Buyer and
462. Seller or by operation of law. All monetary sums are deemed to be United States currency for purposes of this
463. Purchase Agreement.

464. **SURVIVAL:** All warranties specified in this Purchase Agreement shall survive the delivery of the deed or contract
465. for deed.

466. **DATE OF THIS PURCHASE AGREEMENT:** Date of this Purchase Agreement to be defined as the date on line one
467. (1) of this Purchase Agreement.

468. **OTHER:** _____

469. _____

470. **ADDENDA:** The following addenda are attached and made a part of this Purchase Agreement.

471. **NOTE:** Disclosures and optional Arbitration Agreement are not part of this Purchase Agreement.

- 472. ☐ Addendum to Purchase Agreement
- 473. ☐ Addendum to Purchase Agreement: Additional Signatures
- 474. ☐ Addendum to Purchase Agreement: Assumption Financing
- 475. ☐ Addendum to Purchase Agreement: Buyer Purchasing "As Is" and Limitation of Seller Liability
- 476. ☐ Addendum to Purchase Agreement: Condominium/Townhouse/Cooperative Common Interest Community ("CIC")
- 477. ☐ Addendum to Purchase Agreement: Contract for Deed Financing
- 478. ☐ Addendum to Purchase Agreement: Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards
- 479. ☐ Addendum to Purchase Agreement: Sale of Buyer's Property Contingency
- 480. ☐ Addendum to Purchase Agreement: Seller's Purchase/Lease Contingency
- 481. ☐ Addendum to Purchase Agreement: Seller's Rent Back Agreement
- 482. ☐ Addendum to Purchase Agreement: Short Sale Contingency
- 483. ☐ Addendum to Purchase Agreement: Subsurface Sewage Treatment System and Well Water Inspection Contingency
- 484. ☐ Other: _____

PURCHASE AGREEMENT: VACANT LAND (RESIDENTIAL)

485. Page 12 Date September 18th 2024

486. Property located at 000 117th Avenue N Dayton MN 55327.

487. I agree to sell the Property for the price and on the terms
488. and conditions set forth above.

489. **I have reviewed all pages of this Purchase**
490. **Agreement.**

I agree to purchase the Property for the price and on
the terms and conditions set forth above.

I have reviewed all pages of this Purchase
Agreement.

491. ☐ If checked, this Purchase Agreement is subject to
492. attached Addendum to Purchase Agreement:
493. Counteroffer and the Final Acceptance Date shall
494. be noted on the Addendum.

495. **FIRPTA:** Seller represents and warrants, under penalty
496. of perjury that Seller ☐ IS ☒ IS NOT a foreign person (i.e., a
----- (Check one.) -----
497. non-resident alien individual, foreign corporation, foreign
498. partnership, foreign trust, or foreign estate for purposes of
499. income taxation. (See lines 444-457.) This representation
500. and warranty shall survive the closing of the transaction
501. and the delivery of the deed.

502.  Diane Baxter 09/20/2024
(Seller's Signature) (Date)

X _____
(Buyer's Signature) (Date)

503. X Diane Baxter
(Seller's Printed Name)

X The City of Dayton
(Buyer's Printed Name)

504. X _____
(Seller's Signature) (Date)

X _____
(Buyer's Signature) (Date)

505. X _____
(Seller's Printed Name)

X _____
(Buyer's Printed Name)

506. **FINAL ACCEPTANCE DATE:** _____ The Final Acceptance Date
507. is the date on which the fully executed Purchase Agreement is delivered.

508. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
509. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

510. I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAVE HAD THE OPPORTUNITY TO REVIEW THE
511. **DISCLOSURE STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION**
512. **AGREEMENT**, WHICH IS AN OPTIONAL, VOLUNTARY AGREEMENT SEPARATE FROM THIS PURCHASE
513. **AGREEMENT.**

514.  SELLER(S) Diane Baxter

BUYER(S) _____

515. **SELLER(S)** _____

BUYER(S) _____

MN:PA:VL-12 (8/24)

WIRE FRAUD ALERT



Internet fraud — the use of Internet services or software with Internet access to defraud victims — is on the rise in real estate transactions.

THESE SOPHISTICATED CRIMINALS COULD:

- **HACK INTO YOUR E-MAIL ACCOUNT** or the e-mail of others involved in your real estate transaction and may direct you to wire money to the hacker's account.
- **SEND FRAUDULENT E-MAILS** that appear to be from your real estate licensee, lender, or closing agent.
- **CALL YOU** claiming they have revised wiring instructions.

Buyers/Tenants and Sellers/Owners are advised to:

- (1) Never wire funds without confirming the wiring instructions directly with the intended recipient.
- (2) Verify that the contact information for the wire transfer recipient is legitimate by calling a known phone number for the broker or closing agent. Do not rely on the information given to you in an e-mail communication.
- (3) Never send personal information through unsecured/unencrypted e-mail.

If you suspect wire fraud in your transaction:

- (1) Immediately notify your bank, closing agent, and real estate licensee.
- (2) File a complaint online at the Internet Crime Complaint Center (IC3) at <http://www.ic3.gov>.

The undersigned acknowledge receipt of this wire fraud alert and understand the importance of taking proactive measures to avoid being a victim of wire fraud in a real estate transaction.

Authentisign
Diane Baxter

09/20/24

(Signature)

(Date)

(Signature)

(Date)

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