AGENDA
CITY OF DAYTON, MINNESOTA
12260 S. Diamond Lake Road, Dayton, MN 55327
Tuesday, April 22, 2025
Local Board of Appeals - Reconvene 6:00 P.M.
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 Local Board of Appeals Minutes of April 8, 2025 and Council Meeting Minutes of April 8, 2025
- **B.** Approval of Payment of Claims for April 22, 2025
- **C.** Summary of the Closed Session on Zach Doud's Review
- **D.** Approval of Resolution 24-2025; Territorial Grove Final Plat and Development Agreement
- **E.** Approval of Ordinance 2025-12 ; Public Trees
- **F.** Approval of Resignation from Logan Brunette
- **G.** Approval of Pay Application 11 for Magney Construction

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 **H.** Ordinance 2025-11; Moratorium on Development From 113th Ave and E. French Lake Road

New Business
7:25 **I.** Arbor Day Declaration and Proclamation
7:30 **J.** Elsie Stephens Amphitheater and Park Construction Discussion

Action Items
7:50 **K.** Conduit Debt Fee Policy
8:05 **L.** Ordinance 2025-10; Zoning Amendment from A-1 to A-3 Resolution 22-2025; Preliminary Plat and PUD for Legacy Woods
8:20 **M.** Discussion of Easement Across 14651, 14661, and 14681 Lawndale Lane North
8:50 **N.** Resolution 21-2025; Preliminary Plat Parkway Neighborhood Phase 2
9:05 **O.** Award Bids for South Diamond Lake Road
9:10 **P.** Approve Resolution 25-2025; Reconvene the property at PID 31-120-22-13-0010 to State of Minnesota

9:20 **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.

Board Member Fisher called the Local Board of Appeals to order at 5:30 p.m.

PRESENT: *Board Members* Dennis Fisher, David Fashant, Stephanie Henderson, and Sara Van Asten

ABSENT: *Board Member* Scott Salonek

ALSO PRESENT: City Administrator/Finance Director, Zach Doud; Assistant City Administrator/City Clerk, Amy Benting; Public Works Superintendent, Marty Farrell; Police Sargeant, Mike Grimsby

PRESENTATION BY COUNTY ASSESSORS:

Benting stated the meeting would begin with Wright County.

WRIGHT COUNTY:

Adam Bloomquist, Wright County Assessor, were in attendance and indicated there were two sales. The final ratio was 95.82% as a result of 4.96% increase in total residential value. The State of Minnesota requires assessors to be 90-105% value.

No one was present for discussion.

HENNEPIN COUNTY:

Mitchell King, Hennepin County Assessor, stated he is a residential appraiser for the County and a Lead Appraiser for the City of Dayton.

King commented on property sales: Residential up 3.1%, Commercial down 3.7%, Industrial up 1.6%, Apartment and Townhomes flat at 0%, Duplexes and Triplexes up 50%. The total market value assessment for Dayton $2,547,363,600. New construction for Dayton was $143,855,100. The net percent increase for all property types was 2.0%. The gross percentage, which includes new construction, is up by 8.1%.

Mr. King explained that each year, one-fifth of the City is reviewed. This year the east/central/southern ag/ French Lake portion of the City was reviewed.

Fisher invited the community members who were present to come forward.

Scott Weidema of 13990 Berkshire Lane North came forward and stated that he has a number of properties that have gone up and wanted to know how long he could appeal.
Joby Rausch, Hennepin County Assessor, stated there is not ample time to review today and shared the process of appealing.
Weidema was not prepared for specifics to appeal the following properties:

- 13990 Berkshire Lane North 15-120-22-21-0005 primary residence
- 17600 113th Ave North 31-120-22-140-003 commercial
- 21-120-22-31-0001 farmland
- 21-120-22-32-0001 farmland
- 21-120-22-33-0001 farmland

Rausch reminded Weidema would need to provide comparable sales and it could be outside of Dayton. Rausch stated many farmlands has seen 15% increases.
Weidema said his lawyer said he had until the end of the month to appeal.
Rausch said the board members would need to reconvene to continue the appeal. If they close the meeting, there is a chance to come to the County board.
Fisher recommended reconvening at the next meeting.

***MOTION**: Motion was made by Board Member Van Asten, seconded by Board Member Fashant, to close the Wright County portion. The motion carried unanimously 4-0.*

Mr. King read the following properties into the record:
10-120-22-31-0004 was assessed at $564,800 and changed to $540,000.
32-120-22-11-0087 was assessed at $672,100 and changed to $615,900.
32-120-22-14-0009 was assessed at $743,100 and changed to $680,000.

There was a discussion regarding the change-making process. Additional questions were asked about last year's property type change process.

***MOTION**: Motion was made by Board Member Fashant, seconded by Board Member Henderson, to accept the above assessed value changes. The motion carried unanimously 4-0.*

ADJOURNMENT

***MOTION**: Motion was made by Board Member Fashant, seconded by Board Member Van Asten, to recess the meeting and reconvene April 22nd at 6pm. The motion carried unanimously 4-0.*

Fisher declared the meeting adjourned at 6:00 p.m.

Approved: _____ Attest: Amy Benting

CALL TO ORDER

Fisher called the regular meeting of Dayton City Council to order on April 8, 2025 at 6:30 PM.

PRESENT: Dennis Fisher, David Fashant, Stephanie Henderson, Scott Salonek, and Sara Van Asten

ABSENT:

ALSO PRESENT: City Administrator/Finance Director, Zach Doud; Assistant City Administrator/City Clerk, Amy Benting; Public Works Superintendent, Marty Farrell; City Engineer, Jason Quisberg; Fire Chief, Gary Hendrickson; Police Sargeant, Mike Grimsby; Community Development Director, Jon Sevald

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Fisher noted there would be one change to add an EDA discussion after open forum.

> ***MOTION****: Motion was made by Fashant, seconded by Van Asten, to approve the agenda items. The motion carried 5-0.*

CONSENT AGENDA

- **A.** Approval of Work Session and Council Meeting Minutes of March 25, 2025
- **B.** Approval of Payment of Claims for April 8, 2025
- **C.** Approval of Purchase of Stump Grinder
- **D.** Approval of Pay Request 8 for Wellhouse 5
- **E.** Approval of Change Order 5 for Wellhouse 5
- **F.** Approval of Pay Request 30 Final Payment for Dayton Interchange Project
- **G.** Approval of Resolution 19-2025; Audit Transfer
- **H.** Approval of Temp Liquor License for Dayton Lions April 12 at Fisher Farms

Fashant inquired about item F, the final payment for the Dayton Interchange Project, and asked how the project landed overall on budget.

Fisher asked about item G. Doud explained that the $507,000 transfer in item G was to offset the negative balance on the project, which was primarily due to right-of-way acquisitions made between 2013-2018 before federal funding was approved. The total project ended up about $500,000 negative overall. Doud noted there had been a $567,000 settlement related to a billboard issue as well.

Van Asten also inquired on item G, whether the pavement management and stormwater funds needed the money being transferred. Doud explained that those funds were chosen as the source since the project related to pavement and

stormwater, but other funds could potentially be used if directed by the Council. Doud noted using those funds would not cause immediate issues.

***MOTION**: Motion was made by Fashant, seconded by Van Asten, to approve the consent agenda. The motion carried 5-0.*

OPEN FORUM

Marcia Grover of 11320 Fernbrook Lane spoke about her experiences attending Planning Commission meetings over the past year. Grover felt the Commission often bent towards developers' wants instead of residents' needs but noted a recent meeting where they took more time to consider the impacts on existing residents regarding a proposed warehouse development. Grover urged the Council to also prioritize existing residents' needs when making decisions.

EDA UPDATE

EDA Chair Tim Huttner provided an update that they had secured "the triangle" property, with resolutions to be completed soon to finalize the deal. Huttner also reported on attending a stakeholder meeting for the Dayton River Road study, expressing concern that the focus seemed to be more on trails and parks rather than traffic and safety issues.

Huttner noted he had set up a meeting with Representative John Hoffman at his shop to discuss some bills at the Capitol that could impact the city. Fisher clarified this related to bills at the capital they believe would be detrimental to city control.

STAFF, CONSULTANT, AND COUNCIL UPDATES

Doud reminded council members to sign up for upcoming events if interested. Doud also noted the city would be celebrating its 50th birthday as a city before the next council meeting.

Farrell provided updates on several projects:

- The Elsie Stephens Bridge project was progressing with footings and abutments nearly complete.
- They were waiting on well drilling restrictions to be lifted and electric work to be completed for irrigation systems.
- The Well 4 grout issue appeared to be resolved based on recent video inspection.
- Masonry work was underway at the well head treatment plant.

Hendrickson reminded that it was Severe Weather Awareness Week, with tornado siren tests scheduled. Hendrickson reported that 2,340 phone numbers had been added to the city's emergency notification system from public information sources.

Sevald reported the Planning Commission had recommended a moratorium on development around 113th Avenue east of the industrial park, which would come before the council on April 22nd.

Quisberg reported that bids were opened for the South Diamond Lake Road project and came in significantly under the engineer's estimate at just under $800,000. The bids will be brought to council for consideration at the next meeting.

Van Asten asked for talking points that could be shared with residents to contact Kevin about the traffic issue on Fernbrook and the possible roundabouts. Council members discussed the city app and push notifications that could be shared with residents.

Fashant shared his appreciation for the legislator letters sent to residents. Benting noted the email correction shared online.

COUNCIL BUSINESS

New Business

I. Review Three Rivers Park District Engagement Plan

Kelly Grissman from Three Rivers Park District provided an update on plans for the West Mississippi River Regional Trail through Dayton. Grissman reviewed how the trail aligns with various city, county and regional plans. Grissman noted they had recently closed on some property acquisitions along the trail route and were looking to confirm the vision from 2016/2018 plans was still current.

Grissman presented a proposed engagement plan including:

- Attending the county's corridor study open house on April 15th
- Mailing adjacent property owners to offer private meetings April 15th- May 20th
- Online engagement starting next week
- Attending the city's open house on May 14th
- Hosting their own open house at Eastman Nature Center on May 21st
- A joint council/commission workshop on June 24th to review feedback and options

Council members expressed some concerns about the engagement plan timeline and wanted to have further discussion amongst themselves before extensive public engagement. There were questions about potential impacts to existing homes along the route.

The Council agreed to schedule a joint work session with the Parks Commission and Three Rivers May 6th to further discuss the plans before moving forward with broader public engagement.

Bruce Bebeau of 14900 Brockton Lane North came forward to discuss the process with Three Rivers. Bebeau’s mother-in-law’s property on Dayton River Road and it is ideal for them to sell.

Action Items

J. Award Park Improvements Project Contract to Custom Builders

Farrell recommended Custom Builders for park improvement projects at PSA 21, Ione Gardens, and Elsie Stephens Park. Farrell highlighted that the Parks Commission had recommended accepting the base bid plus certain alternates.

Paul Kangas of IOA Inc., who was involved in preparing the bids, was present to address any questions from the Council. There was an extensive discussion about the proposed improvements, specific pricing, and the recommendations from the parks commission. Kangas provided insights regarding the current design and plans, responding to the council members' concerns.

The council decided to award the contract only for the base bids plus alternates PSA A and PSA B for PSA 21 and Ione Gardens, ultimately eliminating all work proposed for Elsie Stephens Park from the current project scope. This decision stemmed from a shared desire to align forthcoming park improvements with the results of the forthcoming master plan and optimize financial and logistical efficiency. The council emphasized their commitment to reconsider the broader improvements at Elsie Stephens Park following the master plan's completion, ensuring any updates are not only financially prudent but also in step with a comprehensive long-term vision.

> ***MOTION****: Motion was made by Salonek, seconded by Van Asten, to approve awarding the contract to Custom Builders for the base bid plus alternates PSA A and PSA B only, for a total of $1,026,918. The motion carried 4-1, with Fashant voting no.*

K. Ordinance 2025-09; Zoning Amendment and Resolution 20-2025; Preliminary Plat and Planned Unit Development of DCM Farms

Sevald presented the application for DCM Farms, located off Fernbrook Lane and 113th Avenue. The proposal included rezoning 91 acres from A-1 Agricultural to R-3 with a PUD overlay to allow 253 single-family homes at a net density of 3.16 units per acre.

Sevald reviewed the requested deviations from R-3 standards, including allowing 70% of lots to be narrower than 62 feet (versus 30% normally allowed) and reducing minimum lot sizes and setbacks. Public benefits proposed included funding a roundabout at 114th and Fernbrook, contributions toward a future roundabout at 117th, HOA amenities, and parkland dedication.

The applicant, Tom Dehn, addressed various questions from the Council, explaining the rationale behind the proposed design, including the lot sizes and housing options intended to provide affordable starter homes and a variety of housing types. Dehn discussed the potential impacts on traffic and confirmed willingness to implement necessary measures to manage these concerns.

Marcia Grover of 11320 Fernbrook Lane inquired about the road behind the six houses on Fernbrook. It is going to be a walking trail. Grover asked for more details on the roundabout affecting the six houses on Fernbrook.

Keith Grover of 11320 Fernbrook Lane expressed concerns about the significant increase in traffic along 113th Avenue and Fernbrook Lane due to the new development. Grover highlighted the dangerous conditions caused by construction traffic and the absence of turn lanes, which impeded safe vehicle circulation. Grover also raised concerns regarding the proposed roundabout at 114th Avenue, with

residents noting the potential risks of restricted access to their driveways and questioning its placement over Rush Creek Parkway improvements.

Kathy Powers of 11461 Fernbrook Lane encouraged council to slow the traffic down. Powers is also concerned about the roundabouts.

Lee Hallquist of 11471 Fernbrook Lane detailed ongoing groundwater concerns exacerbated by a previous nearby development and feared further deterioration due to the new project. Hallquist mentioned all the construction noise and garbage in their yards.

Key council discussion points included:

- Concerns about the proposed roundabout at 114th and impacts to existing homes
- Questions about traffic management during construction
- Drainage and groundwater issues for adjacent properties
- Lot sizes and housing types proposed
- Timing and funding for other road improvements needed in the area

***MOTION**: Motion was made by Fashant, seconded by Henderson, to approve the preliminary plat and PUD for DCM Farms, contingent on a solution being determined for the 114th Avenue intersection before final plat approval. The motion carried 3-2, with Salonek and Van Asten voting no.*

L. Authorize Preliminary Design for the 113th Avenue Trunk Sewer Extension

Quisberg presented a proposal to extend the trunk sewer line north from its current endpoint near 113th Avenue to the southern edge of the DDL property to support future development. The preliminary cost estimate was $1-1.5 million.

Quisberg explained that two potential alignments are being evaluated, with 1 option involving a mostly wetland area where winter construction might be advantageous due to frozen ground, easing the construction process. The other alignment might differ in cost and complexity, depending on crossing challenges and land conditions. Quisberg requested the council's approval to proceed with preliminary design work to establish the preferred route, which would allow them to refine cost estimates and prepare for the bidding process.

Quisberg emphasized that the need for this sewer extension persists regardless of any potential amendments to overall development plans resulting from the currently suggested building moratorium within the area. This moratorium mainly pertains to studying the area's infrastructure needs but is not expected to significantly impact the necessity or the planned course of the sewer project itself. Quisberg noted that while the designs would be based on current known needs, they would be adaptable to minor changes necessitated by potential shifts in development planning.

Salonek and Fashant raised concerns about the contribution of the developers toward the sewer project costs, reflecting the council's interest in ensuring equitable financial participation aligned with previous projects. Quisberg and Doud responded that while developer contributions were not yet finalized, various options, including

extension northwards by the developers, were under consideration to equitably share the financial responsibilities among stakeholders.

***MOTION**: Motion was made by Salonek, seconded by Van Asten, to approve authorizing preliminary design for the 113th Avenue trunk sewer extension. The motion carried 5-0.*

M. Approve Water Trails Project for Bidding

Farrell presented plans for the water trails project at Elsie Stephens Park, which would create a kayak/canoe launch on the river. The project is backed primarily by a substantial $850,000 federal grant, with additional funding of $100,000 from the National Park Service.

Farrell reviewed the proposed amenities including the ADA-compliant launch, a shelter, seating areas, and landscaping. The engineer's estimate for the base project was about $700,000, with alternates bringing the total to around $900,000.

There were some questions about how this project aligned with the pending master plan process for Elsie Stephens Park. Farrell reassured the council that the planned kayak/canoe launch has been a longstanding element in the park's developmental vision.

***MOTION**: Motion was made by Van Asten, seconded by Fashant, to approve the water trails project for bidding. The motion carried 5-0.*

Closed Session

Fisher stated that the city council would be closing the meeting to the public in accordance with Minnesota Statutes Section 13.05, subd. 3(a), which allows a meeting to be closed for the purpose of evaluating the performance of an individual subject to the council's authority. Fisher announced that they would specifically be evaluating the performance of City Administrator Zach Doud. A summary of the council's conclusions regarding this evaluation would be provided at the next open meeting.

***MOTION**: Motion was made by Van Asten, seconded by Fashant, move to closed session. The motion carried 5-0.*

Adjournment

With no objections, Fisher adjourned the meeting at 11:59 PM.

Approved: _____ Attest: Amy Benting

Payments to be approved at City Council Meeting April 22, 2025

		Totals
Claims Roster 04-22-2025	**$**	**1,216,759.35**
Prepaid 04-10-2025 EB	**$**	**144,798.91**
Total Payments:	**$**	**1,361,558.26**
Payroll 04-10-2025 Bi-Weekly 08	**$**	**106,468.40**

Check # sequence to be approved by City Council from meeting date of 04/22/2025:

Checks # 078760-078827

Inv Num / Inv Ref#	Vendor / Description / GL Distribution		Inv Date / Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized / Post Date
	ABDO LLP		04/07/2025	04/22/2025	6,455.00	6,455.00	Open	N
	PW; PROFESSIONAL SRVS HR-MAR 2025		CHOYT					03/31/2025
	101-41310-50300	PW; PROFESSIONAL SRVS HR-MAR 2025			6,455.00			
	BEAUDRY		04/11/2025	04/22/2025	1,686.97	1,686.97	Open	N
	PW; ULS #2 DYED DIESEL B10- 561.20		CHOYT					04/02/2025
	101-43100-50212	PW; ULS #2 DYED DIESEL B10-561.20			1,686.97			
	BEAUDRY		04/11/2025	04/22/2025	1,981.48	1,981.48	Open	N
	PW; UNLEADED 87 -709.70		CHOYT					04/02/2025
	101-43100-50212	PW; UNLEADED 87 -709.70			1,981.48			
	CAMPBELL KNUTSON P.A.		04/11/2025	04/22/2025	390.00	390.00	Open	N
	LEGAL FEES-PROJ 6143 MAR 2025		CHOYT					03/31/2025
	411-43100-50304-6143	LEGAL FEES-PROJ 6143 MAR 2025			390.00			
	CAMPBELL KNUTSON P.A.		04/11/2025	04/22/2025	60.00	60.00	Open	N
	LEGAL FEES-PEOJ 6190 MAR 2025		CHOYT					03/31/2025
	411-43100-50304-6190	LEGAL FEES-PEOJ 6190 MAR 2025			60.00			
	CAMPBELL KNUTSON P.A.		04/11/2025	04/22/2025	2,340.00	2,340.00	Open	N
	LEGAL FEES-PROJ 6180 MAR 2025		CHOYT					03/31/2025
	411-43100-50304-6180	LEGAL FEES-PROJ 6180 MAR 2025			2,340.00			
	CAMPBELL KNUTSON P.A.		04/11/2025	04/22/2025	4,646.93	4,646.93	Open	N
	LEGAL FEES-MAR 2025		CHOYT					03/31/2025
	411-43100-50304-6198	LEGAL FEES- MAR 2025			224.40			
	414-41900-50304	LEGAL FEES-GENERAL MAR 2025			1,739.10			
	101-41640-50304	LEGAL FEES-GENERAL MAR 2025			2,683.43			

CENTERPOINT ENERGY		04/08/2025	04/22/2025	25.95	0.00	Paid	Y
RH WELLHOUSE; 11429952-2 MAR 2025		CHOYT					03/31/2025
601-49400-50383	RH WELLHOUSE; 11429952-2 MAR 2025			25.95			
CENTERPOINT ENERGY		04/08/2025	04/22/2025	3,064.02	0.00	Paid	Y
PW/PD FACILITY; 10662228-5 MAR 2025		CHOYT					03/31/2025
101-43100-50383	PW FACILITY; 10662228-5			1,532.01			
101-42120-50383	PD FACILITY; 10662228-5			1,532.01			
CHARTER COMMUNICATIONS		04/14/2025	04/22/2025	1,324.85	1,324.85	Open	N
ACCOUNT# 175337501 INTERNET APR 2025		CHOYT					04/14/2025
101-42120-50320	LOCATION #243204401- PD; INTERNET			180.00			
101-43100-50321	LOCATION #243204401- PW; INTERNET			180.00			
101-42260-50320	LOCATION #175337701- FD2; INTERNET			32.90			
101-41820-50308	LOCATION #175337801; CH/INTERNET;			199.98			
601-49400-50321	LOCATION #175337201; WELLHOUSE/INTERNET;			89.98			
101-42260-50320	LOCATION #175337601; FD 1/INTERNET;			84.99			
101-42120-50320	ACCOUNT# 175351601- PD;NUMBER FORWARDING			15.00			
101-41820-50308	LOCATION #175337901- CH/FIBER INTERNET			542.00			
CINTAS		04/04/2025	04/22/2025	124.44	124.44	Open	N
PW; UNIFORMS		CHOYT					04/04/2025
101-43100-50217	PW; UNIFORMS			124.44			
CINTAS		04/11/2025	04/22/2025	125.21	125.21	Open	N
PW; UNIFORMS		CHOYT					04/10/2025
101-43100-50217	PW; UNIFORMS			125.21			
CITY OF MONTICELLO		04/14/2025	04/22/2025	208.00	208.00	Open	N
PD; ANIMAL CONTROL FEB/MAR 2025		CHOYT					03/31/2025
101-42140-50308	PD; ANIMAL CONTROL FEB/MAR 2025			208.00			
CITY OF SAINT PAUL		04/07/2025	04/22/2025	151.34	151.34	Open	N
PW; STREET MAINT-REPAIR		CHOYT					03/31/2025
101-43100-50224	PW; STREET MAINT-REPAIR			151.34			
COLLINS BROTHERS TOWING OF ST.CLOUD		04/07/2025	04/22/2025	172.50	172.50	Open	N

PD; TOW 2020 DODGE-GRAY		CHOYT					04/07/2025
101-42120-50220	PD; TOW 2020 DODGE-GRAY			172.50			
COLLINS BROTHERS TOWING OF ST.CLOUD		04/08/2025	04/22/2025	201.25	201.25	Open	N
PD; TOW-DODGE DURANGO 4/7		CHOYT					04/08/2025
101-42120-50220	PD; TOW-DODGE DURANGO			201.25			
COLLINS BROTHERS TOWING OF ST.CLOUD		04/11/2025	04/22/2025	207.00	207.00	Open	N
PD; TOW 2020 DODGE DURANGO-2001		CHOYT					04/10/2025
101-42120-50220	PD; TOW 2020 DODGE DURANGO-2001			207.00			
COMPASS CONSULTANTS		04/04/2025	04/22/2025	3,000.00	3,000.00	Open	N
ROW ESCROW RELEASE; 15050 117TH		CHOYT					04/04/2025
421-00000-22100	ROW ESCROW RELEASE; 15050 117TH			3,000.00			
CONNEXUS ENERGY		04/11/2025	04/22/2025	1,159.00	1,159.00	Open	N
CABINET CABLE FEE/ WINTER FOOTAGE- 14503 K		CHOYT					04/04/2025
601-49400-50381	CABINET CABLE FEE/ WINTER FOOTAGE- 14503			1,159.00			
CONNEXUS ENERGY		04/04/2025	04/22/2025	10,000.00	10,000.00	Open	N
ROW ESCROW RELEASE; 2024 ESCROW		CHOYT					04/04/2025
421-00000-22100	ROW ESCROW RELEASE; 2024 ESCROW			10,000.00			
CORE & MAIN		04/08/2025	04/22/2025	21,645.86	21,645.86	Open	N
PW; METERS		CHOYT					04/01/2025
601-49400-50259	PW; METERS			21,645.86			
CORNERSTONE		04/15/2025	04/22/2025	230.58	230.58	Open	N
PD; REPAIR/MAINT-ENGINE PERFORMANCE CON		CHOYT					04/09/2025
101-42120-50220	PD; REPAIR/MAINT-ENGINE PERFORMANCE			230.58			
CORNERSTONE		04/15/2025	04/22/2025	1,852.50	1,852.50	Open	N
PD; REPAIR/MAINT-2020 DODGE		CHOYT					04/01/2025
101-42120-50220	PD; REPAIR/MAINT-202 DODGE			1,852.50			
ECKBERG LAMMERS PC		04/14/2025	04/22/2025	70.50	70.50	Open	N
PROFESSIONAL SRVS; MAR 2025		CHOYT					03/31/2025
225-41710-50300	PROFESSIONAL SRVS; MAR 2025			70.50			

ECM PUBLISHERS, INC		04/15/2025	04/22/2025	241.50	241.50	Open	N
PHN; APR 22 PH MORATORIUM		CHOYT					04/10/2025
101-41110-50352	PHN; PH MORATORIUM			241.50			
EGAN		04/07/2025	04/22/2025	3,863.18	0.00	Paid	Y
PW; BUILDINGS AND STRUCTURES-LEAKING WA		CHOYT					02/25/2025
101-43100-50520	PW; BUILDINGS AND STRUCTURES-LEAKING			3,863.18			
EHLERS & ASSOCIATES, INC		04/11/2025	04/22/2025	4,103.75	4,103.75	Open	N
PROFESSIONAL SRVS; PROJ 6180 FEB-MAR 2025		CHOYT					03/31/2025
411-43100-50300-6180	PROFESSIONAL SRVS;PROJ 6180 FEB-MAR 2025			4,103.75			
ELIZABETH DECKER		04/14/2025	04/22/2025	13.30	13.30	Open	N
MILEAGE; APR 2025		CHOYT					04/10/2025
101-41910-50331	MILEAGE; APR 2025			13.30			
ENTERPRISE FM TRUST		04/07/2025	04/22/2025	8,727.85	8,727.85	Open	N
MOTOR VEHICLES LEASING PROGRAM-APR 2025		CHOYT					04/03/2025
401-42120-50550	MOTOR VEHICLES LEASING PROGRAM-APR 2025			8,727.85			
FAUL PSYCHOLOGICAL PLLC		04/08/2025	04/22/2025	350.00	350.00	Open	N
FD; PRE EMPLOYMENT SCREEN-KNUTSON		CHOYT					03/20/2025
101-42260-50300	FD; PRE EMPLOYMENT SCREEN-KNUTSON			350.00			
FIVE STAR DIFFUSER		04/08/2025	04/22/2025	500.00	500.00	Open	N
PW; REPAIR-15' HOSE REPAIR-FITTING REUSE		CHOYT					04/07/2025
601-49400-50220	PW; REPAIR-15' HOSE REPAIR-FITTING REUSE			500.00			
GOPHER STATE ONE-CALL		04/04/2025	04/22/2025	292.95	292.95	Open	N
217 BILLABLE TICKETS; MAR 2025		CHOYT					03/31/2025
601-49400-50220	217 BILLABLE TICKETS; MAR 2025			146.47			
602-49400-50220	217 BILLABLE TICKETS; MAR 2025			146.48			
GUIDANCEPOINT TECHNOLOGIES		04/04/2025	04/22/2025	185.00	185.00	Open	N
PD; PROFESSIONAL SRVS-MCALPINE COMPUTER		CHOYT					04/04/2025
101-42120-50300	PD; PROFESSIONAL SRVS-MCALPINE COMPUTER			185.00			

GUIDANCEPOINT TECHNOLOGIES		04/11/2025	04/22/2025	3,478.80	3,478.80	Open	N
IT; CONTRACT SERVICES- WINDOWS SERVER 202		CHOYT					04/10/2025
101-41810-50308	IT; CONTRACT SERVICES- WINDOWS SERVER			3,478.80			
GUIDANCEPOINT TECHNOLOGIES		04/11/2025	04/22/2025	175.00	175.00	Open	N
IT; CONTRACT SERVICES-MAR 2025 BACKUP SER		CHOYT					04/10/2025
101-41810-50308	IT; CONTRACT SERVICES-MAR 2025 BACKUP			175.00			
GUIDANCEPOINT TECHNOLOGIES		04/11/2025	04/22/2025	305.00	305.00	Open	N
IT; CONTRACT SERVICES- 2 SERVERS REPLIBIT		CHOYT					04/10/2025
101-41810-50308	IT; CONTRACT SERVICES- 2 SERVERS			305.00			
GUIDANCEPOINT TECHNOLOGIES		04/14/2025	04/22/2025	506.00	506.00	Open	N
IT; SUBSCRIPTIONS-22 OFFICE 365 3/19-3/18		CHOYT					04/13/2025
101-41810-50205	IT; SUBSCRIPTIONS-22 OFFICE 365			506.00			
HAWKINS, INC		04/15/2025	04/22/2025	4,347.55	4,347.55	Open	N
PW; CHEMICALS		CHOYT					04/10/2025
601-49400-50216	PW; CHEMICALS			4,347.55			
HAWKINS, INC		04/15/2025	04/22/2025	30.00	30.00	Open	N
PW; CHEMICALS		CHOYT					04/15/2025
601-49400-50216	PW; CHEMICALS			30.00			
HAYDEN STENSGARD		04/07/2025	04/22/2025	135.24	135.24	Open	N
MILEAGE; JAN-MAR 2025		CHOYT					04/07/2025
101-41710-50331	MILEAGE; JAN-MAR 2025			135.24			
HENNEPIN COUNTY		04/07/2025	04/22/2025	2,441.36	2,441.36	Open	N
PD; RADIO LEASE- MAR 2025		CHOYT					03/31/2025
101-42120-50320	PD; RADIO LEASE-MAR 2025			2,441.36			
HENNEPIN COUNTY		04/07/2025	04/22/2025	3,438.30	3,438.30	Open	N
FD; RADIO LEASE- MAR 2025		CHOYT					03/31/2025
101-42260-50320	FD; RADIO LEASE- MAR 2025			3,438.30			
HENNEPIN COUNTY ACCOUNTS RECEIVABLE		04/07/2025	04/22/2025	15.00	15.00	Open	N
VIEW RECORDED PLAT-H.STENSGARD		CHOYT					03/31/2025

101-41710-50205	VIEW RECORDED PLAT-H.STENSGARD			15.00			
HP GROUP HEALTH NON-PATIENT A/R		04/14/2025	04/22/2025	104.30	104.30	Open	N
EAP MEMBERS (CUST# 12750101); APR 2025		CHOYT					04/14/2025
101-41810-50205	EAP NON MEMBER(CUST# 12750101);APR 2025			66.30			
101-41810-50205	EAP MEMBER (CUST# 12750101);APR 2025			38.00			
INVOICE CLOUD		02/12/2025	02/12/2025	865.40	0.00	Paid	Y
JAN 2025 FEES		DBRUNETTE					02/12/2025
101-41500-50309	JAN 2025 FEES			50.00			
101-41660-50309	JAN 2025 FEES			40.50			
601-49400-50309	JAN 2025 FEES			387.45			
602-49400-50309	JAN 2025 FEES			387.45			
INVOICE CLOUD		02/28/2025	03/11/2025	1,528.20	0.00	Paid	Y
FEB 2025 FEES		DBRUNETTE					03/11/2025
101-41500-50309	FEB 2025 FEES			50.00			
101-41660-50309	FEB 2025 FEES			49.50			
601-49400-50309	FEB 2025 FEES			714.35			
602-49400-50309	FEB 2025 FEES			714.35			
J.P. MORGAN CHASE BANK NA		03/28/2025	04/22/2025	569.00	569.00	Open	N
Squad Equipment		CHOYT					03/28/2025
401-42120-50580	Squad Equipment			569.00			
J.P. MORGAN CHASE BANK NA		03/28/2025	04/22/2025	1,741.82	1,741.82	Open	N
Crime Prevention Supplies		CHOYT					03/28/2025
101-42120-50395	Crime Prevention Supplies			1,741.82			
J.P. MORGAN CHASE BANK NA		03/03/2025	04/22/2025	1,081.21	1,081.21	Open	N
Filters		CHOYT					03/03/2025
101-43100-50210	Filters			1,081.21			
J.P. MORGAN CHASE BANK NA		03/07/2025	04/22/2025	36.96	36.96	Open	N
OFFICE SUPPLIES		CHOYT					03/07/2025
101-43100-50210	OFFICE SUPPLIES			36.96			
J.P. MORGAN CHASE BANK NA		03/10/2025	04/22/2025	375.43	375.43	Open	N

Filters		CHOYT					03/10/2025
101-43100-50210	Filters			375.43			
J.P. MORGAN CHASE BANK NA		03/10/2025	04/22/2025	7.15	7.15	Open	N
Postage		CHOYT					03/10/2025
101-43100-50210	Postage			7.15			
J.P. MORGAN CHASE BANK NA		03/11/2025	04/22/2025	144.95	144.95	Open	N
Equipment		CHOYT					03/11/2025
101-43100-50220	Equipment			144.95			
J.P. MORGAN CHASE BANK NA		03/11/2025	04/22/2025	257.58	257.58	Open	N
Vehicle Maintenance		CHOYT					03/11/2025
101-43100-50220	Vehicle Maintenance			257.58			
J.P. MORGAN CHASE BANK NA		03/11/2025	04/22/2025	126.38	126.38	Open	N
Supplies		CHOYT					03/11/2025
101-43100-50210	Supplies			126.38			
J.P. MORGAN CHASE BANK NA		03/11/2025	04/22/2025	302.86	302.86	Open	N
Supplies		CHOYT					03/11/2025
101-43100-50210	Supplies			302.86			
J.P. MORGAN CHASE BANK NA		03/11/2025	04/22/2025	74.85	74.85	Open	N
SHOP SUPPLIES		CHOYT					03/11/2025
101-43100-50210	SHOP SUPPLIES			74.85			
J.P. MORGAN CHASE BANK NA		03/11/2025	04/22/2025	569.92	569.92	Open	N
Filters		CHOYT					03/11/2025
101-43100-50220	Filters			569.92			
J.P. MORGAN CHASE BANK NA		03/12/2025	04/22/2025	299.00	299.00	Open	N
Parks Equipment		CHOYT					03/12/2025
405-45200-50240	Parks Equipment			299.00			
J.P. MORGAN CHASE BANK NA		03/13/2025	04/22/2025	137.83	137.83	Open	N
Paint		CHOYT					03/13/2025
101-43100-50520	Paint			137.83			

J.P. MORGAN CHASE BANK NA		03/13/2025	04/22/2025	425.00	425.00	Open	N
SEPTIC PUMPING		CHOYT					03/13/2025
101-43100-50300	SEPTIC PUMPING			425.00			
J.P. MORGAN CHASE BANK NA		03/13/2025	04/22/2025	49.99	49.99	Open	N
Supplies		CHOYT					03/13/2025
101-43100-50210	Supplies			49.99			
J.P. MORGAN CHASE BANK NA		03/17/2025	04/22/2025	234.62	234.62	Open	N
Tires		CHOYT					03/17/2025
101-43100-50220	Tires			234.62			
J.P. MORGAN CHASE BANK NA		03/17/2025	04/22/2025	13.76	13.76	Open	N
Supplies		CHOYT					03/17/2025
101-43100-50210	Supplies			13.76			
J.P. MORGAN CHASE BANK NA		03/17/2025	04/22/2025	126.56	126.56	Open	N
Batteries		CHOYT					03/17/2025
101-43100-50220	Batteries			126.56			
J.P. MORGAN CHASE BANK NA		03/19/2025	04/22/2025	36.43	36.43	Open	N
OFFICE SUPPLIES		CHOYT					03/19/2025
101-43100-50210	OFFICE SUPPLIES			36.43			
J.P. MORGAN CHASE BANK NA		03/18/2025	04/22/2025	63.44	63.44	Open	N
Filters		CHOYT					03/18/2025
101-43100-50210	Filters			63.44			
J.P. MORGAN CHASE BANK NA		03/18/2025	04/22/2025	140.81	140.81	Open	N
Batteries		CHOYT					03/18/2025
101-43100-50210	Batteries			140.81			
J.P. MORGAN CHASE BANK NA		03/24/2025	04/22/2025	17.92	17.92	Open	N
Batteries		CHOYT					03/24/2025
101-43100-50210	Batteries			17.92			
J.P. MORGAN CHASE BANK NA		03/25/2025	04/22/2025	7.47	7.47	Open	N

KEY CUTTING		CHOYT					03/25/2025
101-41910-50220	KEY CUTTING			7.47			
J.P. MORGAN CHASE BANK NA		03/29/2025	04/22/2025	92.93	92.93	Open	N
Supplies		CHOYT					03/29/2025
101-43100-50210	Supplies			92.93			
J.P. MORGAN CHASE BANK NA		02/28/2025	04/22/2025	125.00	125.00	Open	N
CITY DAY ON THE HILL-SALONEK		CHOYT					02/28/2025
101-41110-50208	CITY DAY ON THE HILL-SALONEK			125.00			
J.P. MORGAN CHASE BANK NA		03/04/2025	04/22/2025	4.50	4.50	Open	N
Parking at Capital for House Bonding Com		CHOYT					03/04/2025
101-41110-50331	Parking at Capital for House Bonding Com			4.50			
J.P. MORGAN CHASE BANK NA		03/06/2025	04/22/2025	3.70	3.70	Open	N
Parking at Capital for Day on the Hill		CHOYT					03/06/2025
101-41110-50331	Parking at Capital for Day on the Hill			3.70			
J.P. MORGAN CHASE BANK NA		03/14/2025	04/22/2025	13.10	13.10	Open	N
Peer Compass Group Lunch		CHOYT					03/14/2025
101-41310-50200	Peer Compass Group Lunch			13.10			
J.P. MORGAN CHASE BANK NA		03/29/2025	04/22/2025	5.40	5.40	Open	N
USB Adapters		CHOYT					03/29/2025
101-41820-50200	USB Adapters			5.40			
J.P. MORGAN CHASE BANK NA		03/29/2025	04/22/2025	19.26	19.26	Open	N
Office Supplies		CHOYT					03/29/2025
101-41310-50200	Office Supplies			19.26			
J.P. MORGAN CHASE BANK NA		03/06/2025	04/22/2025	53.00	53.00	Open	N
office supplies		CHOYT					03/06/2025
101-41810-50200	office supplies			53.00			
J.P. MORGAN CHASE BANK NA		03/11/2025	04/22/2025	216.06	216.06	Open	N
Council food		CHOYT					03/11/2025
101-41110-50210	Council food			216.06			

J.P. MORGAN CHASE BANK NA		03/18/2025	04/22/2025	10.44	10.44	Open	N
office supplies		CHOYT					03/18/2025
101-41810-50200	office supplies			10.44			
J.P. MORGAN CHASE BANK NA		03/23/2025	04/22/2025	8.70	8.70	Open	N
microsoft		CHOYT					03/23/2025
101-41820-50308	microsoft			8.70			
J.P. MORGAN CHASE BANK NA		03/26/2025	04/22/2025	52.09	52.09	Open	N
Zoom March		CHOYT					03/26/2025
101-41500-50205	Zoom March			52.09			
J.P. MORGAN CHASE BANK NA		03/27/2025	04/22/2025	26.32	26.32	Open	N
Open House- election supplies		CHOYT					03/27/2025
101-41410-50210	Open House- election supplies			26.32			
J.P. MORGAN CHASE BANK NA		03/27/2025	04/22/2025	540.00	540.00	Open	N
Clerks institute year one thelen		CHOYT					03/27/2025
101-41420-50208	Clerks institute year one thelen			540.00			
J.P. MORGAN CHASE BANK NA		03/29/2025	04/22/2025	76.33	76.33	Open	N
Open House- election supplies		CHOYT					03/29/2025
101-41410-50210	Open House- election supplies			76.33			
J.P. MORGAN CHASE BANK NA		03/27/2025	04/22/2025	75.00	75.00	Open	N
DMT Recertification		CHOYT					03/27/2025
101-42120-50208	DMT Recertification			75.00			
J.P. MORGAN CHASE BANK NA		02/28/2025	04/22/2025	122.50	122.50	Open	N
PW; FUEL CLOUD		CHOYT					02/28/2025
101-43100-50212	PW; FUEL CLOUD			122.50			
J.P. MORGAN CHASE BANK NA		03/03/2025	04/22/2025	114.47	114.47	Open	N
PW; CAR WASH SOAP		CHOYT					03/03/2025
101-43100-50210	PW; CAR WASH SOAP			114.47			
J.P. MORGAN CHASE BANK NA		03/03/2025	04/22/2025	991.00	991.00	Open	N

FIRE PROTECTION SVC FEE		CHOYT					03/03/2025
101-43100-50520	FIRE PROTECTION SVC FEE			991.00			
J.P. MORGAN CHASE BANK NA		03/04/2025	04/22/2025	8.50	8.50	Open	N
MRWA CONFERENCE PARKING		CHOYT					03/04/2025
101-43100-50208	MRWA CONFERENCE PARKING			8.50			
J.P. MORGAN CHASE BANK NA		03/06/2025	04/22/2025	500.73	500.73	Open	N
Event Supplies		CHOYT					03/06/2025
101-41910-50210	Event Supplies			500.73			
J.P. MORGAN CHASE BANK NA		03/18/2025	04/22/2025	3,882.50	3,882.50	Open	N
Park Improvements		CHOYT					03/18/2025
101-45200-50530	Park Improvements			3,882.50			
J.P. MORGAN CHASE BANK NA		03/18/2025	04/22/2025	510.00	510.00	Open	N
Rental		CHOYT					03/18/2025
101-41910-50210	Rental			510.00			
J.P. MORGAN CHASE BANK NA		03/19/2025	04/22/2025	132.74	132.74	Open	N
OFFICE SUPPLIES		CHOYT					03/19/2025
101-43100-50210	OFFICE SUPPLIES			132.74			
J.P. MORGAN CHASE BANK NA		03/19/2025	04/22/2025	573.00	573.00	Open	N
UTILITY MARKING PAINT		CHOYT					03/19/2025
601-49400-50210	UTILITY MARKING PAINT			573.00			
J.P. MORGAN CHASE BANK NA		03/19/2025	04/22/2025	375.43	375.43	Open	N
Supplies		CHOYT					03/19/2025
101-43100-50210	Supplies			375.43			
J.P. MORGAN CHASE BANK NA		03/19/2025	04/22/2025	(61.12)	(61.12)	Open	N
Core refund credit		CHOYT					03/19/2025
101-43100-50210	Core refund credit			(61.12)			
J.P. MORGAN CHASE BANK NA		03/19/2025	04/22/2025	146.37	146.37	Open	N
Filters		CHOYT					03/19/2025
101-43100-50210	Filters			146.37			

J.P. MORGAN CHASE BANK NA		03/19/2025	04/22/2025	945.14	945.14	Open	N
Batteries		CHOYT					03/19/2025
101-43100-50210	Batteries			945.14			
J.P. MORGAN CHASE BANK NA		03/20/2025	04/22/2025	350.00	350.00	Open	N
ROW PERMIT		CHOYT					03/20/2025
101-43100-50224	ROW PERMIT			350.00			
J.P. MORGAN CHASE BANK NA		03/21/2025	04/22/2025	4,776.00	4,776.00	Open	N
VIE BIT STREAMING AND STORAGE		CHOYT					03/21/2025
226-41900-50430	VIE BIT STREAMING AND STORAGE			4,776.00			
J.P. MORGAN CHASE BANK NA		03/21/2025	04/22/2025	37.49	37.49	Open	N
Office Chair		CHOYT					03/21/2025
101-43100-50580	Office Chair			37.49			
J.P. MORGAN CHASE BANK NA		03/24/2025	04/22/2025	2,212.32	2,212.32	Open	N
EQUIPMENT		CHOYT					03/24/2025
101-43100-50580	EQUIPMENT			2,212.32			
J.P. MORGAN CHASE BANK NA		03/25/2025	04/22/2025	23.75	23.75	Open	N
OFFICE SUPPLIES		CHOYT					03/25/2025
101-43100-50210	OFFICE SUPPLIES			23.75			
J.P. MORGAN CHASE BANK NA		03/25/2025	04/22/2025	3,387.02	3,387.02	Open	N
REPAIR AND MAINTENANCE		CHOYT					03/25/2025
101-43100-50220	REPAIR AND MAINTENANCE			3,387.02			
J.P. MORGAN CHASE BANK NA		03/27/2025	04/22/2025	1,700.01	1,700.01	Open	N
Supplies		CHOYT					03/27/2025
101-41910-50210	Supplies			1,700.01			
J.P. MORGAN CHASE BANK NA		03/27/2025	04/22/2025	75.00	75.00	Open	N
Tree Processsing		CHOYT					03/27/2025
101-43100-50300	Tree Processsing			75.00			
J.P. MORGAN CHASE BANK NA		03/29/2025	04/22/2025	122.50	122.50	Open	N

Fuel		CHOYT					03/29/2025
101-43100-50212	Fuel			122.50			
J.P. MORGAN CHASE BANK NA		03/03/2025	04/22/2025	131.00	131.00	Open	N
FD; MN CERTIFICATION FEE		CHOYT					03/03/2025
101-42260-50208	FD; MN CERTIFICATION FEE			131.00			
J.P. MORGAN CHASE BANK NA		03/06/2025	04/22/2025	44.94	44.94	Open	N
Medical Supplies		CHOYT					03/06/2025
101-42260-50200	Medical Supplies			44.94			
J.P. MORGAN CHASE BANK NA		03/06/2025	04/22/2025	172.92	172.92	Open	N
Medical Supplies		CHOYT					03/06/2025
101-42260-50200	Medical Supplies			172.92			
J.P. MORGAN CHASE BANK NA		03/07/2025	04/22/2025	25.00	25.00	Open	N
EMT Recertification		CHOYT					03/07/2025
101-42260-50208	EMT Recertification			25.00			
J.P. MORGAN CHASE BANK NA		03/10/2025	04/22/2025	29.31	29.31	Open	N
Medical Supplies C-Collars		CHOYT					03/10/2025
101-42260-50200	Medical Supplies C-Collars			29.31			
J.P. MORGAN CHASE BANK NA		03/10/2025	04/22/2025	109.13	109.13	Open	N
Medical Supplies		CHOYT					03/10/2025
101-42260-50200	Medical Supplies			109.13			
J.P. MORGAN CHASE BANK NA		03/10/2025	04/22/2025	9,680.00	9,680.00	Open	N
MSCU Tuition for New Recruits		CHOYT					03/10/2025
101-42260-50208	MSCU Tuition for New Recruits			9,680.00			
J.P. MORGAN CHASE BANK NA		03/11/2025	04/22/2025	119.58	119.58	Open	N
Manual Suction Unit		CHOYT					03/11/2025
101-42260-50200	Manual Suction Unit			119.58			
J.P. MORGAN CHASE BANK NA		03/12/2025	04/22/2025	27.95	27.95	Open	N
Refreshments		CHOYT					03/12/2025
101-42260-50207	Refreshments			27.95			

J.P. MORGAN CHASE BANK NA		03/13/2025	04/22/2025	149.83	149.83	Open	N
Maintenance		CHOYT					03/13/2025
101-42260-50220	Maintenance			149.83			
J.P. MORGAN CHASE BANK NA		03/14/2025	04/22/2025	219.00	219.00	Open	N
Uniform Boots		CHOYT					03/14/2025
101-42260-50217	Uniform Boots			219.00			
J.P. MORGAN CHASE BANK NA		03/17/2025	04/22/2025	37.94	37.94	Open	N
Tire Valve Extensions E-21		CHOYT					03/17/2025
101-42260-50220	Tire Valve Extensions E-21			37.94			
J.P. MORGAN CHASE BANK NA		03/16/2025	04/22/2025	3,805.86	3,805.86	Open	N
FD; APPLIANCES FOR DAY ROOM		CHOYT					03/16/2025
410-42260-50530	FD; APPLIANCES FOR DAY ROOM			3,805.86			
J.P. MORGAN CHASE BANK NA		03/19/2025	04/22/2025	104.00	104.00	Open	N
EMT Voucher		CHOYT					03/19/2025
101-42260-50208	EMT Voucher			104.00			
J.P. MORGAN CHASE BANK NA		03/19/2025	04/22/2025	310.46	310.46	Open	N
Cell Phone Invoice		CHOYT					03/19/2025
101-42260-50320	Cell Phone Invoice			310.46			
J.P. MORGAN CHASE BANK NA		03/26/2025	04/22/2025	250.00	250.00	Open	N
Training Smoke		CHOYT					03/26/2025
101-42260-50208	Training Smoke			250.00			
J.P. MORGAN CHASE BANK NA		03/27/2025	04/22/2025	25.00	25.00	Open	N
EMT Refresher Voucher Knutson		CHOYT					03/27/2025
101-42260-50208	EMT Refresher Voucher Knutson			25.00			
J.P. MORGAN CHASE BANK NA		03/26/2025	04/22/2025	163.47	163.47	Open	N
Garbage Cans		CHOYT					03/26/2025
101-42260-50200	Garbage Cans			163.47			
J.P. MORGAN CHASE BANK NA		03/27/2025	04/22/2025	68.50	68.50	Open	N

Medical Gloves		CHOYT					03/27/2025
101-42260-50200	Medical Gloves			68.50			
J.P. MORGAN CHASE BANK NA		03/29/2025	04/22/2025	128.46	128.46	Open	N
Miscellaneous Supplies		CHOYT					03/29/2025
101-42260-50200	Miscellaneous Supplies			128.46			
J.P. MORGAN CHASE BANK NA		02/27/2025	04/22/2025	375.00	375.00	Open	N
PD; TRAINING-FTO		CHOYT					02/27/2025
101-42120-50208	PD; TRAINING-FTO			375.00			
J.P. MORGAN CHASE BANK NA		03/05/2025	04/22/2025	141.08	141.08	Open	N
PD; Utility Sling Purchase		CHOYT					03/05/2025
237-42120-50580	PD; Utility Sling Purchase			141.08			
J.P. MORGAN CHASE BANK NA		03/05/2025	04/22/2025	96.96	96.96	Open	N
PD;Uniform Allowance-M.Grimsby		CHOYT					03/05/2025
101-42120-50217	PD;Uniform Allowance-M.Grimsby			96.96			
J.P. MORGAN CHASE BANK NA		03/06/2025	04/22/2025	157.22	157.22	Open	N
PD;MEDICAL SUPPLIES FOR SQUAD		CHOYT					03/06/2025
101-42120-50580	PD;MEDICAL SUPPLIES FOR SQUAD			157.22			
J.P. MORGAN CHASE BANK NA		03/08/2025	04/22/2025	74.83	74.83	Open	N
Uniform Allowance		CHOYT					03/08/2025
101-42120-50217	Uniform Allowance			74.83			
J.P. MORGAN CHASE BANK NA		03/13/2025	04/22/2025	74.94	74.94	Open	N
Uniform Allowance		CHOYT					03/13/2025
101-42120-50217	Uniform Allowance			74.94			
J.P. MORGAN CHASE BANK NA		03/14/2025	04/22/2025	248.00	248.00	Open	N
Uniform General		CHOYT					03/14/2025
101-42120-50217	Uniform General			248.00			
J.P. MORGAN CHASE BANK NA		03/17/2025	04/22/2025	47.00	47.00	Open	N
Training Meal		CHOYT					03/17/2025
101-42120-50331	Training Meal			47.00			

J.P. MORGAN CHASE BANK NA		03/18/2025	04/22/2025	35.00	35.00	Open	N
Membership		CHOYT					03/18/2025
101-42120-50205	Membership			35.00			
J.P. MORGAN CHASE BANK NA		03/18/2025	04/22/2025	35.00	35.00	Open	N
Membership		CHOYT					03/18/2025
101-42120-50205	Membership			35.00			
J.P. MORGAN CHASE BANK NA		03/29/2025	04/22/2025	27.07	27.07	Open	N
Uniform Allowance		CHOYT					03/29/2025
101-42120-50217	Uniform Allowance			27.07			
J.P. MORGAN CHASE BANK NA		03/24/2025	04/22/2025	58.00	58.00	Open	N
SLUC		CHOYT					03/24/2025
101-41710-50208	SLUC			58.00			
J.P. MORGAN CHASE BANK NA		02/28/2025	04/22/2025	464.00	464.00	Open	N
PD; WELLNESS		CHOYT					02/28/2025
101-42120-50392	PD; WELLNESS			464.00			
J.P. MORGAN CHASE BANK NA		02/28/2025	04/22/2025	42.08	42.08	Open	N
PD; LUMINARY MESH SPIT HOOD		CHOYT					02/28/2025
101-42120-50200	PD; LUMINARY MESH SPIT HOOD			42.08			
J.P. MORGAN CHASE BANK NA		03/02/2025	04/22/2025	203.41	203.41	Open	N
PD; SUPPLIES		CHOYT					03/02/2025
101-42120-50580	PD; SUPPLIES			203.41			
J.P. MORGAN CHASE BANK NA		03/02/2025	04/22/2025	84.14	84.14	Open	N
PD; SUPPLIES-AMAZON		CHOYT					03/02/2025
101-42120-50200	PD; SUPPLIES-AMAZON			84.14			
J.P. MORGAN CHASE BANK NA		03/06/2025	04/22/2025	55.21	55.21	Open	N
Wellness Supplies		CHOYT					03/06/2025
101-42120-50392	Wellness Supplies			55.21			
J.P. MORGAN CHASE BANK NA		03/07/2025	04/22/2025	23.57	23.57	Open	N

Building Supplies		CHOYT					03/07/2025
101-42120-50200	Building Supplies			23.57			
J.P. MORGAN CHASE BANK NA		03/07/2025	04/22/2025	22.39	22.39	Open	N
Building Supplies		CHOYT					03/07/2025
101-42120-50200	Building Supplies			22.39			
J.P. MORGAN CHASE BANK NA		03/07/2025	04/22/2025	200.00	200.00	Open	N
Invesitgation Data Management Software		CHOYT					03/07/2025
101-42120-50308	Invesitgation Data Management Software			200.00			
J.P. MORGAN CHASE BANK NA		03/11/2025	04/22/2025	23.88	23.88	Open	N
Building Supplies		CHOYT					03/11/2025
101-42120-50200	Building Supplies			23.88			
J.P. MORGAN CHASE BANK NA		03/12/2025	04/22/2025	98.00	98.00	Open	N
Uniform Allowance		CHOYT					03/12/2025
101-42120-50217	Uniform Allowance			98.00			
J.P. MORGAN CHASE BANK NA		03/14/2025	04/22/2025	10.26	10.26	Open	N
Office Supplies		CHOYT					03/14/2025
101-42120-50200	Office Supplies			10.26			
J.P. MORGAN CHASE BANK NA		03/24/2025	04/22/2025	31.99	31.99	Open	N
Building Supplies		CHOYT					03/24/2025
101-42120-50200	Building Supplies			31.99			
J.P. MORGAN CHASE BANK NA		03/24/2025	04/22/2025	31.99	31.99	Open	N
Building Supplies		CHOYT					03/24/2025
101-42120-50200	Building Supplies			31.99			
J.P. MORGAN CHASE BANK NA		03/24/2025	04/22/2025	1,400.00	1,400.00	Open	N
City Council Staff Training		CHOYT					03/24/2025
101-41310-50300	City Council Staff Training			1,400.00			
J.P. MORGAN CHASE BANK NA		03/25/2025	04/22/2025	97.96	97.96	Open	N
Building Supplies		CHOYT					03/25/2025
101-42120-50200	Building Supplies			97.96			

J.P. MORGAN CHASE BANK NA		03/25/2025	04/22/2025	90.00	90.00	Open	N
First Responder Luncheon		CHOYT					03/25/2025
101-42120-50331	First Responder Luncheon			90.00			
J.P. MORGAN CHASE BANK NA		03/25/2025	04/22/2025	70.00	70.00	Open	N
New MN Badge Seal		CHOYT					03/25/2025
101-42120-50580	New MN Badge Seal			70.00			
J.P. MORGAN CHASE BANK NA		03/25/2025	04/22/2025	1,020.00	1,020.00	Open	N
New MN Badge Seal		CHOYT					03/25/2025
101-42120-50580	New MN Badge Seal			1,020.00			
J.P. MORGAN CHASE BANK NA		03/25/2025	04/22/2025	600.00	600.00	Open	N
New MN Badge Seal		CHOYT					03/25/2025
101-42120-50580	New MN Badge Seal			600.00			
J.P. MORGAN CHASE BANK NA		03/25/2025	04/22/2025	134.50	134.50	Open	N
New MN Badge Seal		CHOYT					03/25/2025
101-42120-50580	New MN Badge Seal			134.50			
J.P. MORGAN CHASE BANK NA		03/27/2025	04/22/2025	79.48	79.48	Open	N
Office Supplies		CHOYT					03/27/2025
101-42120-50200	Office Supplies			79.48			
J.P. MORGAN CHASE BANK NA		03/28/2025	04/22/2025	977.77	977.77	Open	N
Crime Prevention Supplies		CHOYT					03/28/2025
101-42120-50395	Crime Prevention Supplies			977.77			
J.P. MORGAN CHASE BANK NA		02/28/2025	04/22/2025	53.13	53.13	Open	N
WEDGE ANCHOR SPEED BIT		CHOYT					02/28/2025
101-42260-50200	WEDGE ANCHOR SPEED BIT			53.13			
J.P. MORGAN CHASE BANK NA		03/03/2025	04/22/2025	14.32	14.32	Open	N
FD; SUPPLIES FOR REMODEL		CHOYT					03/03/2025
101-42260-50200	FD; SUPPLIES FOR REMODEL			14.32			
J.P. MORGAN CHASE BANK NA		03/04/2025	04/22/2025	35.88	35.88	Open	N

Car Wash Chief 2		CHOYT					03/04/2025
101-42260-50220	Car Wash Chief 2			35.88			
J.P. MORGAN CHASE BANK NA		03/04/2025	04/22/2025	88.38	88.38	Open	N
FD; Anchor bolts		CHOYT					03/04/2025
101-42260-50200	FD; Anchor bolts			88.38			
J.P. MORGAN CHASE BANK NA		03/04/2025	04/22/2025	106.48	106.48	Open	N
Supplies for Hanging Station Lockers		CHOYT					03/04/2025
101-42260-50200	Supplies for Hanging Station Lockers			106.48			
J.P. MORGAN CHASE BANK NA		03/05/2025	04/22/2025	25.97	25.97	Open	N
Construction Supplies		CHOYT					03/05/2025
101-42260-50200	Construction Supplies			25.97			
J.P. MORGAN CHASE BANK NA		03/06/2025	04/22/2025	215.52	215.52	Open	N
Tru-Fuel		CHOYT					03/06/2025
101-42260-50212	Tru-Fuel			215.52			
J.P. MORGAN CHASE BANK NA		03/10/2025	04/22/2025	194.87	194.87	Open	N
Gear Locker Mats		CHOYT					03/10/2025
101-42260-50200	Gear Locker Mats			194.87			
J.P. MORGAN CHASE BANK NA		03/13/2025	04/22/2025	721.00	721.00	Open	N
Knox E-Key Box Subscription		CHOYT					03/13/2025
101-42260-50300	Knox E-Key Box Subscription			721.00			
J.P. MORGAN CHASE BANK NA		03/13/2025	04/22/2025	103.11	103.11	Open	N
Battery for Boat		CHOYT					03/13/2025
101-42260-50220	Battery for Boat			103.11			
J.P. MORGAN CHASE BANK NA		03/23/2025	04/22/2025	40.84	40.84	Open	N
FD; Painting Supplies		CHOYT					03/23/2025
101-42260-50200	FD; Painting Supplies			40.84			
J.P. MORGAN CHASE BANK NA		03/26/2025	04/22/2025	68.92	68.92	Open	N
FD; Floor paint		CHOYT					03/26/2025
101-42260-50200	FD; Floor paint			68.92			

J.P. MORGAN CHASE BANK NA		03/28/2025	04/22/2025	379.43	379.43	Open	N
Hyper Reach Brochures		CHOYT					03/28/2025
101-42130-50320	Hyper Reach Brochures			379.43			
J.P. MORGAN CHASE BANK NA		02/28/2025	04/22/2025	455.50	455.50	Open	N
CC 2.11.2025		CHOYT					02/28/2025
101-41420-50300	CC 2.11.2025			455.50			
J.P. MORGAN CHASE BANK NA		02/28/2025	04/22/2025	455.50	455.50	Open	N
CC & WS 2.11.2025		CHOYT					02/28/2025
101-41420-50300	CC & WS 2.11.2025			455.50			
J.P. MORGAN CHASE BANK NA		02/28/2025	04/22/2025	212.50	212.50	Open	N
EDA 2.18.2025		CHOYT					02/28/2025
101-41420-50300	EDA 2.18.2025			212.50			
J.P. MORGAN CHASE BANK NA		02/28/2025	04/22/2025	536.50	536.50	Open	N
PC 2.6.2025		CHOYT					02/28/2025
101-41420-50300	PC 2.6.2025			536.50			
J.P. MORGAN CHASE BANK NA		03/03/2025	04/22/2025	384.25	384.25	Open	N
CH-SECURITY WINDOW ENVELOPES		CHOYT					03/03/2025
101-41810-50200	CH-SECURITY WINDOW ENVELOPES			384.25			
J.P. MORGAN CHASE BANK NA		03/03/2025	04/22/2025	991.00	991.00	Open	N
Annual monitoring-Alarm 3/1/25-2/28/26		CHOYT					03/03/2025
101-41810-50300	ANNUAL MONITORING-ALARM 3/1/25-3/28/26			991.00			
J.P. MORGAN CHASE BANK NA		03/03/2025	04/22/2025	75.00	75.00	Open	N
PW; DISPOSAL		CHOYT					03/03/2025
101-45200-50300	PW; DISPOSAL			75.00			
J.P. MORGAN CHASE BANK NA		03/04/2025	04/22/2025	1,530.80	1,530.80	Open	N
Electric Svcs-Jan 2025		CHOYT					03/04/2025
101-43100-50230	Electric Svcs-Jan 2025			1,530.80			
J.P. MORGAN CHASE BANK NA		03/11/2025	04/22/2025	533.85	533.85	Open	N

22-393200-01 CENTRAL PK; FEB 2025		CHOYT					03/11/2025
101-45200-50381	22-393200-01 CENTRAL PK; FEB 2025			533.85			
J.P. MORGAN CHASE BANK NA		03/11/2025	04/22/2025	991.00	991.00	Open	N
MONITORING 3/1/25-2/28/26		CHOYT					03/11/2025
101-41810-50308	MONITORING 3/1/25-2/28/26			991.00			
J.P. MORGAN CHASE BANK NA		03/12/2025	04/22/2025	157.60	157.60	Open	N
PD; PEST CONTROL		CHOYT					03/12/2025
101-42120-50220	PD; PEST CONTROL			157.60			
J.P. MORGAN CHASE BANK NA		03/13/2025	04/22/2025	622.54	622.54	Open	N
22-396030-00 FEB 2025		CHOYT					03/13/2025
101-43100-50230	22-396030-00 FEB 2025			622.54			
J.P. MORGAN CHASE BANK NA		03/14/2025	04/22/2025	788.12	788.12	Open	N
CH;22-396000-01 FEB 2025		CHOYT					03/14/2025
101-41810-50381	CH;22-396000-01 FEB 2025			788.12			
J.P. MORGAN CHASE BANK NA		03/14/2025	04/22/2025	536.50	536.50	Open	N
CC & WORKSHOP MINUTES 2.25		CHOYT					03/14/2025
101-41420-50300	CC & WORKSHOP MINUTES 2.25			536.50			
J.P. MORGAN CHASE BANK NA		03/14/2025	04/22/2025	212.50	212.50	Open	N
MINUTES; PC 3.4.2025		CHOYT					03/14/2025
101-41420-50300	MINUTES; PC 3.4.2025			212.50			
J.P. MORGAN CHASE BANK NA		03/19/2025	04/22/2025	(455.50)	(455.50)	Open	N
Duplicate Bill Refund		CHOYT					03/19/2025
101-41420-50300	Duplicate Bill Refund			(455.50)			
J.P. MORGAN CHASE BANK NA		03/19/2025	04/22/2025	108.00	108.00	Open	N
TREE WASTE DISPOSAL		CHOYT					03/19/2025
101-45200-50300	TREE WASTE DISPOSAL			108.00			
J.P. MORGAN CHASE BANK NA		03/20/2025	04/22/2025	164.15	164.15	Open	N
AC; WASTE-18461 FEB 2025		CHOYT					03/20/2025
101-41910-50384	AC; WASTE-18461 FEB 2025			164.15			

J.P. MORGAN CHASE BANK NA		03/20/2025	04/22/2025	401.01	401.01	Open	N
PW/PD; WASTE/SHREDDING-MAR 2025		CHOYT					03/20/2025
101-43100-50384	PW/PD; WASTE/SHREDDING-MAR 2025			401.01			
J.P. MORGAN CHASE BANK NA		03/20/2025	04/22/2025	401.01	401.01	Open	N
CH; WASTE/SHREDDING-FEB 2025		CHOYT					03/20/2025
101-41810-50384	CH; WASTE/SHREDDING-FEB 2025			401.01			
J.P. MORGAN CHASE BANK NA		03/20/2025	04/22/2025	213.76	213.76	Open	N
PW; REFUSE/GARBAGE DISPOSAL-MAR 2025		CHOYT					03/20/2025
101-43100-50384	PW; REFUSE/GARBAGE DISPOSAL-MAR 2025			213.76			
J.P. MORGAN CHASE BANK NA		03/20/2025	04/22/2025	149.05	149.05	Open	N
CH; SOLAR SALT/RENTAL- MAR 2025		CHOYT					03/20/2025
101-41810-50220	CH; SOLAR SALT/RENTAL- MAR 2025			149.05			
J.P. MORGAN CHASE BANK NA		03/20/2025	04/22/2025	111.30	111.30	Open	N
PW; COMMERCIAL FILTERATION-MAR 2025		CHOYT					03/20/2025
101-42120-50220	PW; COMMERCIAL FILTERATION-MAR 2025			111.30			
J.P. MORGAN CHASE BANK NA		03/20/2025	04/22/2025	40.00	40.00	Open	N
PW; WTR SOFTNER RENTAL-MAR 2025		CHOYT					03/20/2025
101-43100-50220	PW; WTR SOFTNER RENTAL-MAR 2025			40.00			
J.P. MORGAN CHASE BANK NA		03/25/2025	04/22/2025	301.43	301.43	Open	N
2025 S-18 16 Supplement Pages		CHOYT					03/25/2025
101-41420-50352	2025 S-18 16 Supplement Pages			301.43			
KIESLER POLICE SUPPLY, INC		04/15/2025	04/22/2025	389.47	389.47	Open	N
PD; EQUIPMENT-MAGAZINE/STREAMLIGHT		CHOYT					03/31/2025
101-42120-50580	PD; EQUIPMENT-MAGAZINE/STREAMLIGHT			389.47			
KWIK TRIP INC		04/15/2025	04/22/2025	153.69	153.69	Open	N
PD; 514204/ CARWASH-FD; FUEL		CHOYT					03/31/2025
101-42120-50220	PD; 514204/ CARWASH			119.14			
101-42260-50212	FD; MOTOR FUELS			34.55			

LEAGUE OF MINNESOTA CITIES		04/15/2025	04/22/2025	1,260.00	1,260.00	Open	N
PD; PROFESSIONAL DEVELOPMENT-PATROL		CHOYT					03/03/2025
101-42120-50208	PD; PROFESSIONAL DEVELOPMENT-PATROL			1,260.00			
LEATHAM FAMILY		04/15/2025	04/22/2025	324.50	324.50	Open	N
PD; OTHER EQUIPMENT-BADGE 7723		CHOYT					03/27/2025
101-42120-50580	PD; OTHER EQUIPMENT-BADGE 7723			324.50			
LEXIS NEXIS		04/04/2025	04/22/2025	200.00	200.00	Open	N
PD; CONTRACT SERVICES-MAR 2025		CHOYT					03/31/2025
101-42120-50308	PD; CONTRACT SERVICES-MAR 2025			200.00			
LUMEN		04/04/2025	04/22/2025	3,000.00	3,000.00	Open	N
ROW ESCROW RELEASE; BRAYBURN TRLS E PHA		CHOYT					04/04/2025
421-00000-22100	ROW ESCROW RELEASE; BRAYBURN TRLS E			3,000.00			
LYNDE & MCLEOD INC		04/08/2025	04/22/2025	431.05	431.05	Open	N
YARD WASTE SITE RENTAL; MAY 2025		CHOYT					04/08/2025
101-41650-50387	YARD WASTE SITE RENTAL; MAY 2025			431.05			
MAGNEY CONSTRUCTION INC		04/15/2025	04/22/2025	976,450.47	976,450.47	Open	N
PAY APP 11;WELL HEAD TREATMENT 4 & 5		CHOYT					04/15/2025
601-00000-16500	PAY APP 11;WELL HEAD TREATMENT 4 & 5			1,027,842.60			
601-00000-20600	RETAINAGE PAYABLE			(51,392.13)			
MCFOA		04/11/2025	04/22/2025	30.00	30.00	Open	N
PROFESSIONAL DEVELOPMENT-MCFOA REGION		CHOYT					04/10/2025
101-41420-50208	PROFESSIONAL DEVELOPMENT-K THELEN			30.00			
MENARDS - ELK RIVER		04/07/2025	04/22/2025	190.59	190.59	Open	N
PW; OPERATING SUPPLIES		CHOYT					04/01/2025
601-49400-50210	PW; OPERATING SUPPLIES			190.59			
MENARDS - MAPLE GROVE		04/07/2025	04/22/2025	410.98	410.98	Open	N
PW; BUILDINGS AND STRUCTURES		CHOYT					03/31/2025
101-43100-50520	PW; BUILDINGS AND STRUCTURES			410.98			
MENARDS - MAPLE GROVE		04/07/2025	04/22/2025	29.92	29.92	Open	N

PW; REPAIR/MAINT		CHOYT					03/19/2025
601-49400-50220	PW; REPAIR/MAINT			29.92			
MENARDS - MAPLE GROVE		04/08/2025	04/22/2025	333.16	333.16	Open	N
PW; BUILDINGS AND STRUCTURES		CHOYT					04/03/2025
101-43100-50520	PW; BUILDINGS AND STRUCTURES			333.16			
MINNESOTA EQUIPMENT		04/07/2025	04/22/2025	50.15	0.00	Paid	Y
PW; REPAIR/MAINT		CHOYT					01/31/2025
101-43100-50220	PW; REPAIR/MAINT			50.15			
MINNESOTA EQUIPMENT		04/07/2025	04/22/2025	6,000.00	0.00	Paid	Y
PW; 2025 CIP EQUIPMENT-SWEEPS AWAY TRACT		CHOYT					02/11/2025
401-43100-50580	PW; 2025 CIP EQUIP.-SWEEPS AWAY TRACTOR			6,000.00			
MINNESOTA UI FUND		04/15/2025	04/15/2025	365.55	0.00	Paid	Y
Q1 UNEMPLOYMENT BENEFITS PAID		DBRUNETTE					04/15/2025
101-41710-50361	Q1 UNEMPLOYMENT BENEFITS PAID			365.55			
MINUTEMAN PRESS		04/09/2025	04/22/2025	4,092.35	4,092.35	Open	N
LEGISLATION MAILING		CHOYT					04/09/2025
101-41110-50300	LEGISLATION MAILING			4,092.35			
MN DEPT OF LABOR & INDUSTRY		04/11/2025	04/22/2025	12,143.63	12,143.63	Open	N
BLDG PERMIT SURCHARGE-MAR 2025		CHOYT					03/31/2025
101-00000-22020	BLDG PERMIT SURCHARGE-MAR 2025			12,143.63			
MN DEPT OF REVENUE		04/07/2025	04/07/2025	2,684.00	0.00	Paid	Y
S/U TAX MAR 2025		DBRUNETTE					04/07/2025
101-00000-20300	S/U TAX MAR 2025			68.00			
601-00000-20300	S/U TAX MAR 2025			2,616.00			
MONTICELLO ANIMAL CONTROL		04/08/2025	04/22/2025	55.00	55.00	Open	N
PD; ANIMAL CONTROL-CHESHIRE LN/141ST		CHOYT					03/13/2025
101-42140-50308	PD; ANIMAL CONTROL-CHESHIRE LN/141ST			55.00			
MOTOROLA, INC		04/07/2025	04/22/2025	1,500.00	1,500.00	Open	N
PD; CONTRACT SERVICES-REDACTIVE SOFTWARI		CHOYT					03/02/2025

101-42120-50308	PD; WGV-6SU-E50-M4Q-222 /REDACTIVE			1,500.00			
MTECH		04/09/2025	04/22/2025	30,459.51	30,459.51	Open	N
FD; GRASS TRUCK SKID		CHOYT					04/08/2025
401-42260-50580	FD; GRASS TRUCK SKID			30,459.51			
POMPS TIRE SERVICE, INC		04/15/2025	04/22/2025	662.56	662.56	Open	N
PD; TIRES-FIREHAWK PURSUIT		CHOYT					04/08/2025
101-42120-50220	PD; TIRES-FIREHAWK PURSUIT			662.56			
ROGERS TRUE VALUE		04/08/2025	04/22/2025	119.42	119.42	Open	N
PW; OPERATING SUPPLIES		CHOYT					04/07/2025
601-49400-50210	PW; OPERATING SUPPLIES			119.42			
SHORTSTOP ELECTRIC		04/04/2025	04/22/2025	3,785.00	3,785.00	Open	N
BUILDINGS AND STRUCTURES; CEILING FAN		CHOYT					04/03/2025
101-43100-50520	BUILDINGS AND STRUCTURES; CEILING FAN			3,785.00			
TIMOTHY AND LINDA SEHM		04/14/2025	04/22/2025	450.00	450.00	Open	N
DAC RENTAL DEPOSIT REFUND: EVENT 4/12		CHOYT					04/12/2025
101-00000-21716	DAC RENTAL DEPOSIT REFUND: EVENT 4/12			450.00			
TOSHIBA BUSINESS SYSTEMS		04/08/2025	04/22/2025	146.87	146.87	Open	N
CH; ESTUDIO 4525 BACK PRINTER-3629 CLR/174		CHOYT					03/31/2025
101-41820-50308	CH; ESTUDIO 4525 BACK PRINTER-1744 BW			7.15			
101-41820-50308	CH; ESTUDIO 4525 BACK PRINTER-3629 CLR			139.72			
TOSHIBA BUSINESS SYSTEMS		04/08/2025	04/22/2025	36.86	36.86	Open	N
FD; ESTUDIO 2525- 869 CLR/1000 BW		CHOYT					03/31/2025
101-42260-50200	FD; ESTUDIO 2525- 1000 BW			3.40			
101-42260-50200	FD; ESTUDIO 2525- 869 CLR			33.46			
VISA-CH		04/15/2025	04/22/2025	726.50	726.50	Open	N
5198 VISA CH; MAR 2025		CHOYT					03/31/2025
101-41820-50308	CH; DIGIUM CLOUD			683.10			
101-41810-50200	Supplies			43.40			
VONCO II, LLC		04/15/2025	04/22/2025	393.15	393.15	Open	N

STREET SWEEPING- 4.8.2025		CHOYT					04/13/2025
101-43100-50224	STREET SWEEPING- 4.8.2025			393.15			
WATER LABORATORIES, INC		04/08/2025	04/22/2025	565.20	565.20	Open	N
WATER TESTING; MAR 2025		CHOYT					03/31/2025
601-49400-50300	WATER TESTING; MAR 2025			565.20			
XCEL ENERGY		04/04/2025	04/22/2025	526.19	0.00	Paid	Y
51-8556975-3;17780 TERRITORIAL/S.L.-MAR 202		CHOYT					04/04/2025
101-43100-50230	51-8556975-3;17780 TERRITORIAL/S.L.-MAR			526.19			
XCEL ENERGY		04/04/2025	04/22/2025	93.33	0.00	Paid	Y
51-0013433058-1; BROCKTON SIGNAL; MAR 202		CHOYT					04/04/2025
101-43100-50230	51-0013433058-1; BROCKTON SIGNAL; MAR			93.33			
XCEL ENERGY		04/04/2025	04/22/2025	61.59	0.00	Paid	Y
51-9348440-7 TROY ST LGT; MAR 2025		CHOYT					04/04/2025
101-43100-50230	51-9348440-7 TROY ST LGT; MAR 2025			61.59			
XCEL ENERGY		04/04/2025	04/22/2025	75.89	0.00	Paid	Y
51-8932050-3 CR81; MAR 2025		CHOYT					04/04/2025
101-43100-50230	51-8932050-3 CR81; MAR 2025			75.89			
XCEL ENERGY		04/07/2025	04/22/2025	31.84	0.00	Paid	Y
51-5420841-2 ST LGT; MAR 2025		CHOYT					04/03/2025
101-43100-50230	51-5420841-2 ST LGT; MAR 2025			31.84			
XCEL ENERGY		04/07/2025	04/22/2025	1,392.36	0.00	Paid	Y
51-6111142-2;16471 S. DIAMOND/S.L. MAR 202		CHOYT					03/31/2025
101-43100-50230	51-6111142-2;16471 S. DIAMOND/S.L. MAR			1,392.36			
XCEL ENERGY		04/07/2025	04/22/2025	105.86	0.00	Paid	Y
51-0013433188-8; 18432 UNIT SIGNAL; MAR 202		CHOYT					03/31/2025
101-43100-50230	51-0013433188-8; 18432 UNIT SIGNAL; MAR			105.86			
XCEL ENERGY		04/07/2025	04/22/2025	299.99	0.00	Paid	Y
51-0013433364-2; 18404 DAYTON ST LGT; MAR 2		CHOYT					03/31/2025
101-43100-50230	51-0013433364-2; 18404 DAYTON ST LGT;MAR			299.99			

XCEL ENERGY		04/07/2025	04/22/2025	48.51	0.00	Paid	Y
51-0014158934-9; 11501 DAYTON/S.L MAR 2025		CHOYT					03/31/2025
101-43100-50230	51-0014158934-9; 11501 DAYTON/S.L MAR			48.51			
XCEL ENERGY		04/07/2025	04/22/2025	25.68	0.00	Paid	Y
51-0013433412-1; HWY 94 LGT; MAR 2025		CHOYT					03/31/2025
101-43100-50230	51-0013433412-1; HWY 94 LGT; MAR 2025			25.68			
XCEL ENERGY		04/14/2025	04/22/2025	26.46	26.46	Open	N
51-0014444656-9;14748 CHESHIRE CT S.L. MAR		CHOYT					03/31/2025
101-43100-50230	51-0014444656-9;14748 CHESHIRE CT S.L.			26.46			
XCEL ENERGY		04/14/2025	04/22/2025	33.50	33.50	Open	N
51-0014297205-1;14641 U.PASS W/RH PKWY MA		CHOYT					03/31/2025
101-43100-50230	51-0014297205-1;14641 U.PASS W/RH PKWY			33.50			
XCEL ENERGY		04/14/2025	04/22/2025	23.60	23.60	Open	N
51-6970693-8;17320 DAYTON SHED; MAR-APR 2		CHOYT					03/31/2025
101-45200-50381	51-6970693-8;17320 DAYTON SHED; MAR-APR			23.60			
XCEL ENERGY		04/14/2025	04/22/2025	2,684.22	2,684.22	Open	N
51-0013565432-4; 14695 RIVER/WELLHOUSE;MA		CHOYT					03/31/2025
601-49400-50381	51-0013565432-4; 14695 RIVER/WELLHOUSE;			2,684.22			
XCEL ENERGY		04/14/2025	04/22/2025	3,060.55	3,060.55	Open	N
51-0011857801-8;PD/PW BLDG; MAR-APR 2025		CHOYT					03/31/2025
101-42120-50381	51-0011857801-8;PD/PW BLDG;			1,530.27			
101-43100-50381	51-0011857801-8;PD/PW BLDG;			1,530.28			
XCEL ENERGY		04/14/2025	04/22/2025	33.76	33.76	Open	N
51-0013985527-8; CHESHIRE LGT; MAR-APR 202		CHOYT					03/31/2025
101-43100-50230	51-0013985527-8; CHESHIRE LGT;			33.76			
XCEL ENERGY		04/14/2025	04/22/2025	26.46	26.46	Open	N
51-0014444653-6;14666 146TH AVE S.L. MAR-AP		CHOYT					03/31/2025
101-43100-50230	51-0014444653-6;14666 146TH AVE S.L.			26.46			

XCEL ENERGY		04/14/2025	04/22/2025	30.01	30.01	Open	N
51-0013211437-0;SDL TRAIL LIFT;MAR-APR 2025 CHOYT							03/31/2025
601-49400-50381	51-0013211437-0;SDL TRAIL LIFT;			30.01			
XCEL ENERGY		04/14/2025	04/22/2025	24.37	24.37	Open	N
51-0014423188-8;14678 146TH AVE ST LGT MAR CHOYT							03/31/2025
101-43100-50230	51-0014423188-8;14678 146TH AVE ST LGT			24.37			
XCEL ENERGY		04/14/2025	04/22/2025	38.36	38.36	Open	N
51-0013923150-3;HOLLY LN; MAR-APR 2025	CHOYT						03/31/2025
101-43100-50230	51-0013923150-3;HOLLY LN; MAR-APR			38.36			
XCEL ENERGY		04/14/2025	04/22/2025	65.21	65.21	Open	N
51-0013433451-8;BROCKTON LGT;MAR-APR 20	CHOYT						03/31/2025
101-43100-50230	51-0013433451-8;BROCKTON LGT;			65.21			
XCEL ENERGY		04/15/2025	04/22/2025	54.42	54.42	Open	N
51-0014473382-9 12000.5 W FRENCH LK MAR-A	CHOYT						03/31/2025
459-43100-50300-2001	51-0014473382-9 12000.5 W FRENCH LK			54.42			
XCEL ENERGY		04/16/2025	04/22/2025	0.13	0.13	Open	N
51-0014712973-2; 18160 SIREN; MAR-APR 2025	CHOYT						04/14/2025
101-42130-50381	51-0014712973-2; 18160 SIREN; MAR-APR			0.13			
# of Invoices: 252 # Due: 233	Totals:			1,217,275.97	1,196,168.28		
# of Credit Memos: 2 # Due: 2	Totals:			(516.62)	(516.62)		
Net of Invoices and Credit Memos:				1,216,759.35	1,195,651.66		
* 1 Net Invoices have Credits Totalling:				(51,392.13)			

--- TOTALS BY PAYMENT CARD ACCOUNT ---

0843	642.65
0983	20,925.35
1860	75.00
2363	2,310.82
3028	9,917.37
3356	4,623.05
3926	15,602.35
4473	170.96

4971	58.00	
4983	340.29	
5639	5,760.63	
8767	1,312.10	
9053	2,047.85	

--- TOTALS BY FUND ---

101 - GENERAL FUND	123,445.16	113,183.02
225 - EDA	70.50	70.50
226 - CABLE	4,776.00	4,776.00
237 - POLICE PUBLIC SAFETY AID	141.08	141.08
401 - CAPITAL EQUIPMENT	45,756.36	39,756.36
405 - PARK DEDICATION	299.00	299.00
410 - CAPITAL FACILITIES	3,805.86	3,805.86
411 - DEVELOPER ESCROWS	7,118.15	7,118.15
414 - PAVEMENT MANAGEMENT AND IMPROVEMENTS	1,739.10	1,739.10
421 - ROW ESCROWS	16,000.00	16,000.00
459 - 2022 TIF STREET IMPROVEMENTS	54.42	54.42
601 - WATER FUND	1,012,305.44	1,008,561.69
602 - SEWER FUND	1,248.28	146.48

--- TOTALS BY DEPT/ACTIVITY ---

00000 -	1,007,728.10	1,005,044.10
41110 - Council	4,683.11	4,683.11
41310 - Administration	7,887.36	7,887.36
41410 - Elections	102.65	102.65
41420 - City Clerk	2,824.93	2,824.93
41500 - Finance	152.09	52.09
41640 - Legal Services	2,683.43	2,683.43
41650 - Recycling Services	431.05	431.05
41660 - Inspection Service	90.00	0.00
41710 - Plannning & Economic Dev	644.29	278.74
41810 - Central Services	8,380.37	8,380.37
41820 - Information Technology	1,586.05	1,586.05

41900 - General Govt	6,515.10	6,515.10
41910 - Activity Center	2,895.66	2,895.66
42120 - Patrol and Investigate	30,058.44	28,526.43
42130 - Emergency Mgmt	379.56	379.56
42140 - Animal Control	263.00	263.00
42260 - Fire Suppression	51,707.88	51,707.88
43100 - Public Works	48,337.08	34,230.50
45200 - Parks	4,921.95	4,921.95
49400 - Utilities	34,487.25	32,257.70

ITEM:

Summary of the closed session from April 8, 2025. Council meeting of Zach Douds evaluation

PREPARED BY:

Amy Benting, Assistant City Administrator, City Clerk

BACKGROUND:

Zach Doud City Administrator, reviewed goals that he had set for the prior year and discussed what ones were met and what ones were being worked on. All employees received a 4% market rate adjustment January 1, 2025. After discussion on directing Doud to make new goals for 2025 the Council acknowledged Doud for bringing more value to the City of Dayton and he will receive 4% increase to his contracted amount.

ATTACHMENT(S):
None

ITEM:
Resolution No. 24-2025; Approving the Final Plat and Development Agreement for Territorial Grove

APPLICANT:
David Von Ruden, Pulte Homes of Minnesota, LLC.

PREPARED BY:
Hayden Stensgard, Planner II

POLICY DECISION / ACTION TO BE CONSIDERED:
Motion to Approve the Final Plat of Territorial Grove and Development Agreement.

BACKGROUND:
Pulte Homes of Minnesota, LLC. (applicant) is requesting review and approval of the Final Plat of Territorial, consisting of 42 single-family residential lots and two outlots. This is a single-phase residential development that received preliminary plat approval on November 26, 2024. The homes are proposed to be placed and designed to meet the requirements of the R-3, Single-Family Residential District, with no deviations or flexibility from those standards requested.

CRITICAL ISSUES:
There are no outstanding issues.

COMMISSION REVIEW / ACTION (IF APPLICABLE):
N/A

60/120-DAY RULE (IF APPLICABLE):

	60-Days	120-Days
Final Plat	April 27, 2025	June 26, 2025

RELATIONSHIP TO COUNCIL GOALS:
N/A

RECOMMENDATION:
Staff recommends approval of Resolution No. 24-2025, approving the Final Plat and Development Agreement for Territorial Grove. The final plat is consistent with the preliminary plat previously approved, and the plat is consistent with the R-3 residential zoning district standards.

ATTACHMENT(S):
Aerial Photo
Resolution 24-2025
Final Plat of Territorial Grove
Draft Development Agreement for Territorial Grove
Civil Plan Set
Landscape Plan

Hennepin County Locate & Notify Map

Date: 4/16/2025

Buffer Size:

Map Comments:

Territorial Grove Plat Boundary

0 205 410 820 Feet

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

For more information, contact Hennepin County GIS Office
300 6th Street South, Minneapolis, MN 55487 / gis.info@hennepin.us

CITY OF DAYTON
COUNTIES OF HENNEPIN AND WRIGHT
STATE OF MINNESOTA

RESOLUTION NO. 24-2025

APPROVAL OF FINAL PLAT AND DEVELOPMENT AGREEMENT FOR TERRITORIAL GROVE

WHEREAS, Pulte Homes of Minnesota, LLC. (hereinafter referred to as the "Developer") has submitted a proposal for a Final Plat Approval and final plans (hereinafter referred to as the "Application") for the development of Territorial Grove, a 42 single-family lot development, on property legally described as the following:

PARCEL 1:
That part of the East 1000 feet of the West 1/2 of the Southeast 1/4, Section 32, Township 120 N., Range 22 West of the 5th Principal Meridian, lying South of the North 900 feet of said SEl/4 and lying North a line perpendicular to and intersecting the East line of said Wl/2 at a point 1233 feet North of the Southeast corner of said Wl/2, Except the West 300 feet lying South of a line perpendicular to and intersecting the East line of said West 1/2 at a point 1490 feet North of the Southeast corner of said West 1/2. Subject to an easement over the East 33 feet, Hennepin County, Minnesota.

PARCEL 2:
That part of the West Half of the Southeast Quarter of Section 32, Township 120, North Range 22 West of the 5th Principal Meridian, described as follows:

Beginning at a point on the East line of said West Half of the Southeast Quarter, distant 1233.00 feet North along said East line from the Southeast corner of said West Half; thence on an assumed bearing of West perpendicular to said East line, a distance of 262.50 feet; thence Southwesterly deflecting to the left at an angle of 77 degrees 35 minutes 22 seconds 663.00 feet to the center line of Territorial Road as laid out and constructed; thence Southeasterly along said center line, a distance of 441.49 feet to said East line; thence North along said East line to the point of beginning, Hennepin County, Minnesota.

PARCEL 3:
That part of the West 1/2 of the Southeast 1/4 of Section 32, Township 120, North Range 22, West of the 5th Principal Meridian, Hennepin County, Minnesota described as follows: Commencing at a point on the East line of said West 1/2 distant 1233.00 feet North of the Southeast corner of said West 1/2: thence West perpendicular to said East line a distance of 262.50 feet to the actual point of beginning of the tract of and to be herein described: thence Southwesterly deflecting to the left at an angle of 77 degrees 35 minutes 22 seconds, a distance of 663.0 feet to the centerline of Old Territorial Road as laid out and constructed: thence Northwesterly along said centerline to its intersection with a line drawn parallel with and distant 700.00 feet West of said East line: thence North parallel with said East line to a line drawn perpendicular to said East line from the actual point of beginning: thence East along said perpendicular line to the actual point of beginning,

according to the United States Government Survey thereof and situate in Hennepin County, Minnesota.

LESS AND EXCEPT therefrom a 1.25 acre, more or less, portion to be described by a surveyor.

WHEREAS, the City Council on November 26, 2025 passed Resolution No. 66-2024 approving the Preliminary Plat for Territorial Grove, prepared by Sathre-Berquist, Inc, and Ordinance 2024-16 rezoning the Property to R-3, Single-Family Attached and Detached District. The Territorial Grove plat consists of 42 Single-family Lots and two outlots (hereinafter referred to as the "Preliminary Plat").

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

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

WHEREAS, the City Council at its April 22, 2025 meeting considered the matter and approved the Final Plat of Territorial Grove, including a draft development agreement, subject to conditions; and

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

1. The Developer proposes to develop the Property pursuant to the Preliminary Plat in a single phase. This Resolution includes approval for 42 new buildable single-family lots, and two outlots as shown in Exhibit B, the Final Plat.

2. The Plat shall be known as Territorial Grove.

3. The Developer has submitted, for the City's review and approval, the Final Plat and final plans for the Property prepared by Sathre-Berquist, Inc. (hereinafter referred to as the "Final Plans")

4. The Final plat will include private improvements consisting of site grading, installation of sanitary sewer, storm sewer, watermain, and other utilities. Construction of storm water ponds, sidewalks, trails and public streets. These improvements are detailed on plans drafted by Sathre-Berquist, Inc. (hereinafter referred to as the "Construction Plans").

5. Minn. Stat. § 462.358, grants the City, for the purpose of protecting and promoting the public health, safety and general welfare, the authority to adopt subdivision regulations providing for the orderly, economic and safe development of land within the City.

6. The City Council has adopted Subdivision Regulations for the orderly, economic and safe development of land within the City.

7. Dayton City Code §1002.02 states that "no land shall be subdivided without complying with the provisions of [Chapter 1002]".

8. The proposed subdivision of the Property is governed by Dayton City Code Chapter 1002.

9. The Final Plans are governed by Dayton City Code Section 1001.

10. The landscaping shall be governed by Dayton City Code Section 1001.24.

11. The Final Plat is substantially similar to the Preliminary Plat reviewed and approved previously by City Council and meets the City Code requirements and the Final Plans meet the City Code requirements, provided they are subject to and satisfies the conditions set forth in this Resolution.

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

1. That the City Council does hereby conditionally approve the Final Plat and Developer's Agreement for Territorial Grove, and the Mayor and City Clerk are hereby authorized to execute the same, subject to the conditions set forth below that must be met, to the satisfaction of the City, prior to release of the Final Plat, unless otherwise stated:

    A. The conditions and requirements of City Council Resolution No. 66-2024 and this Resolution (Res. No. 24-2025 and modifications to the Development Agreement) must be satisfied to the satisfaction of the City within the timeframes set forth therein, including, but not limited to, the installation of public improvements pursuant to the Final Plans and Construction Plans.

    B. The Construction Plans and Final Plat shall be modified as required based on Engineering prior to a preconstruction meeting. A notice to proceed shall be issued before a preconstruction meeting is scheduled.

    C. The Developer shall address all engineering comments identified in the Memo dated April 22, 2025, and subsequent memos, to the satisfaction of the City Engineer.

    D. This resolution provides City Staff the ability to modify the Letter of Credit amounts, Construction Escrow and Fees based on construction bids and applicable credits from trunk improvements constructed by the developer as determined by City Staff or City Consultants.

    E. Developer, and all others required by the City Attorney, shall execute, before release of the Final Plat, the Developer's Agreement attached hereto as Exhibit C subject to minor changes (including dates, fee/credit amounts, and/or surety amounts) approved by the City Attorney, City Administrator, City Engineer, and/or Community Development Director. The Developer's Agreement

shall be recorded against the Property by the Applicant contemporaneously with the Final Plat, at the Developer's expense. No permits for the development of the Property, except a grading permit, which by be issued upon submittal of adequate surety, shall be issued until the City is provided with recording information. In addition, the approvals granted herein and the attached Development Agreement are conditioned upon the following, subject to review and approval of the City Engineer and the City Planner: (i) an amount to be included for the Improvements Surety at Section 27 of the Developer's Agreement; and (ii) the amounts for benefit and assessment shall be included at Section 28 of the Developer's Agreement. Current amounts shown in Section 28.

F. The Developer shall provide, before the Final Plat will be released, an updated and certified Abstract of Title and/or Registered Property Abstract as required by Minn. Stat. §505.03, or in the alternative, the Developer may provide a Commitment for a Title Insurance Policy for the Property naming the City as the proposed insured and with the amount of coverage for this policy being equal to $100,000.00 per acre dedicated to the City (including but not limited to streets, rights-of-way, and drainage and utility easements). $100,000.00 per dedicated acre represents the coverage amount formula approved by the City for the year 2025. If the Final Plat is not released for filing in the year 2025, the above-referenced policy coverage amount shall be adjusted based upon the formula approved by City for the year in which the Final Plat is actually released for filing with the Hennepin County Recorder. The above-mentioned evidence of title shall be subject to the review and approval of the City Attorney to determine what entities must execute the Final Plat and other documents to be recorded against the Property. In the event the Developer provides the City with a Commitment for a Title Insurance Policy, the Developer shall cause a Title Insurance Policy to be issued consistent with the Commitment for a Title Insurance Policy provided by the Developer and the requirements of the City Attorney and with an effective date on which the Final Plat is recorded (the City will not issue any certificate of occupancies until it is provided with said Title Insurance Policy). Further, Developer shall provide the City with evidence, which sufficiency shall be determined by the City, that all documents required to be recorded pursuant to this Resolution and by the City Attorney are recorded and all conditions for release of the Final Plat has been met prior to the City processing or approving any building permits or other permits applicable to the development of the Property with the exception of a grading permit, which may be issued upon submittal of adequate surety.

G. The Developer shall pay at time of final plat an escrow deposit in an amount of 4% of the estimated Construction Costs as determined by the City and City Fee Schedule ($89,209.39). This escrow shall be used for all reasonable expenses, related to review, analysis, processing, monitoring, administration and approvals as determined by the City, that the City incurs in relation to this development and City Resolutions. Said expenses shall include, but are not limited to, staff time, including, but not limited to, hourly wage, overhead and benefits, engineering, legal and other consulting fees incurred in relation to the development and its construction activities. Should the escrow deposit be exhausted, the Developer shall submit additional deposits of 4% of the remaining work for the phase as determined by the City Engineer(s).

Adopted this 22nd day of April 2025, by the City of Dayton.

_____
Mayor - Dennis Fisher

_____
City Clerk - Amy Benting

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

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1:
That part of the East 1000 feet of the West 1/2 of the Southeast 1/4, Section 32, Township 120 N., Range 22 West of the 5th Principal Meridian, lying South of the North 900 feet of said SEl/4 and lying North a line perpendicular to and intersecting the East line of said Wl/2 at a point 1233 feet North of the Southeast corner of said Wl/2, Except the West 300 feet lying South of a line perpendicular to and intersecting the East line of said West 1/2 at a point 1490 feet North of the Southeast corner of said West 1/2. Subject to an easement over the East 33 feet, Hennepin County, Minnesota.

PARCEL 2:
That part of the West Half of the Southeast Quarter of Section 32, Township 120, North Range 22 West of the 5th Principal Meridian, described as follows:
Beginning at a point on the East line of said West Half of the Southeast Quarter, distant 1233.00 feet North along said East line from the Southeast corner of said West Half; thence on an assumed bearing of West perpendicular to said East line, a distance of 262.50 feet; thence Southwesterly deflecting to the left at an angle of 77 degrees 35 minutes 22 seconds 663.00 feet to the center line of Territorial Road as laid out and constructed; thence Southeasterly along said center line, a distance of 441.49 feet to said East line; thence North along said East line to the point of beginning, Hennepin County, Minnesota.

PARCEL 3:
That part of the West 1/2 of the Southeast 1/4 of Section 32, Township 120, North Range 22, West of the 5th Principal Meridian, Hennepin County, Minnesota described as follows: Commencing at a point on the East line of said West 1/2 distant 1233.00 feet North of the Southeast corner of said West 1/2: thence West perpendicular to said East line a distance of 262.50 feet to the actual point of beginning of the tract of and to be herein described: thence Southwesterly deflecting to the left at an angle of 77 degrees 35 minutes 22 seconds, a distance of 663.0 feet to the centerline of Old Territorial Road as laid out and constructed: thence Northwesterly along said centerline to its intersection with a line drawn parallel with and distant 700.00 feet West of said East line: thence North parallel with said East line to a line drawn perpendicular to said East line from the actual point of beginning: thence East along said perpendicular line to the actual point of beginning, according to the United States Government Survey thereof and situate in Hennepin County, Minnesota.

LESS AND EXCEPT therefrom a 1.25 acre, more or less, portion to be described by a surveyor.

EXHIBIT B

TERRITORIAL GROVE

C.R. DOC. NO._____

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

That part of the East 1000 feet of the West Half of the Southeast Quarter, Section 32, Township 120 N., Range 22 West of the 5th Principal Meridian, lying South of the North 900 feet of said Southeast Quarter and lying North a line perpendicular to and intersecting the East line of said West Half at a point 1233 feet North of the Southeast corner of said West Half, Except the West 300 feet lying South of a line perpendicular to and intersecting the East line of said West Half at a point 1490 feet North of the Southeast corner of said West Half.

AND

That part of the West Half of the Southeast Quarter of Section 32, Township 120 North, Range 22 West of the 5th Principal Meridian, described as follows:

Beginning at a point on the East line of said West Half of the Southeast Quarter, distant 1233.00 feet North along said East line from the Southeast corner of said West Half; thence on an assumed bearing of West perpendicular to said East line, a distance of 262.50 feet; thence Southwesterly deflecting to the left at an angle of 77 degrees 35 minutes 22 seconds 663.00 feet to the corner line of Territorial Road as laid out and constructed; thence Southeasterly along said center line, a distance of 441.49 feet to said East line; thence North along said East line to the point of beginning, Hennepin County, Minnesota.

AND

That part of the West Half of the Southeast Quarter of Section 32, Township 120 North, Range 22 West of the 5th Principal Meridian, Hennepin County, Minnesota described as follows: Commencing at a point on the East line of said West Half distant 1233.00 feet North of the Southeast corner of said West Half: thence West perpendicular to said East line a distance of 262.50 feet to the actual point of beginning of the tract of and to be herein described: thence Southwesterly deflecting to the left at an angle of 77 degrees 35 minutes 22 seconds, a distance of 663.0 feet to the centerline of Old Territorial Road as laid out and constructed: thence Northwesterly along said centerline to its intersection with a line drawn parallel with and distant 700.00 feet West of said East line: thence North parallel with said East line to a line drawn perpendicular to said East line from the actual point of beginning: thence East along said perpendicular line to the actual point of beginning, according to the United States Government Survey thereof and situate in Hennepin County, Minnesota.

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

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

Signed: Pulte Homes of Minnesota, LLC

_____
Jamie Tharp, Chief Manager

STATE OF MINNESOTA, COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20___, by Jaime Tharp, Chief Manager of Pulte Homes, LLC, a Minnesota limited liability company, on behalf of the company.

_____ _____ My Commission Expires:_____
Notary Public,_____, Minnesota (Signature) (Notary Printed Name)

SURVEYORS CERTIFICATE

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

Dated this _____ day of _____, 20___.

_____
Colyn M. Tvete, Licensed Land Surveyor
Minnesota License No. 62269

STATE OF MINNESOTA, COUNTY OF HENNEPIN

This instrument was acknowledged before me this _____ day of _____, 20___, by Colyn M. Tvete.

_____ _____ My Commission Expires:_____
Notary Public, Hennepin County, Minnesota (Signature) (Notary Printed Name)

CITY COUNCIL, CITY OF DAYTON, MINNESOTA

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

City Council, City of Dayton, Minnesota

By:_____, Mayor By:_____, Clerk

COUNTY AUDITOR
Hennepin County, Minnesota

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

Daniel Rogan, County Auditor By: _____, Deputy

SURVEY DIVISION
Hennepin County, Minnesota

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

Chris F. Mavis, County Surveyor By: _____

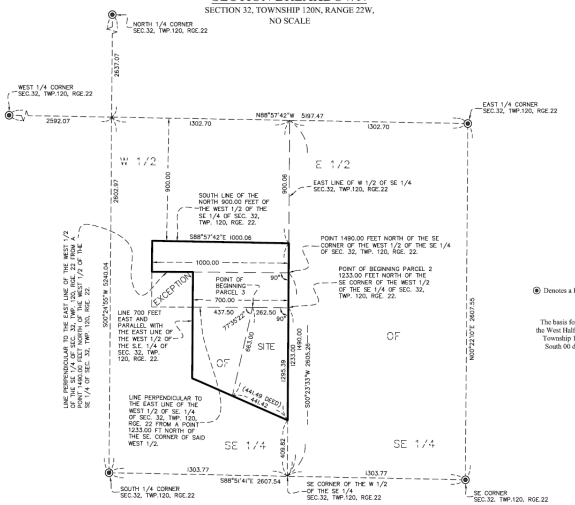
COUNTY RECORDER
Hennepin County, Minnesota

I hereby certify that the within plat of TERRITORIAL GROVE was recorded in this office this _____ day of_____, 20____, at _____o'clock ____M.

Amber Bougie, County Recorder By:_____, Deputy

SECTION BREAKDOWN

SECTION 32, TOWNSHIP 120N, RANGE 22W,
NO SCALE



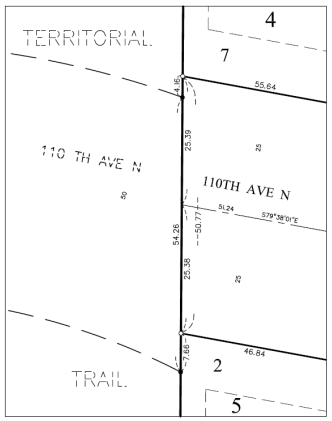
⊕ Denotes a Found Hennepin County Cast-Iron-Monument

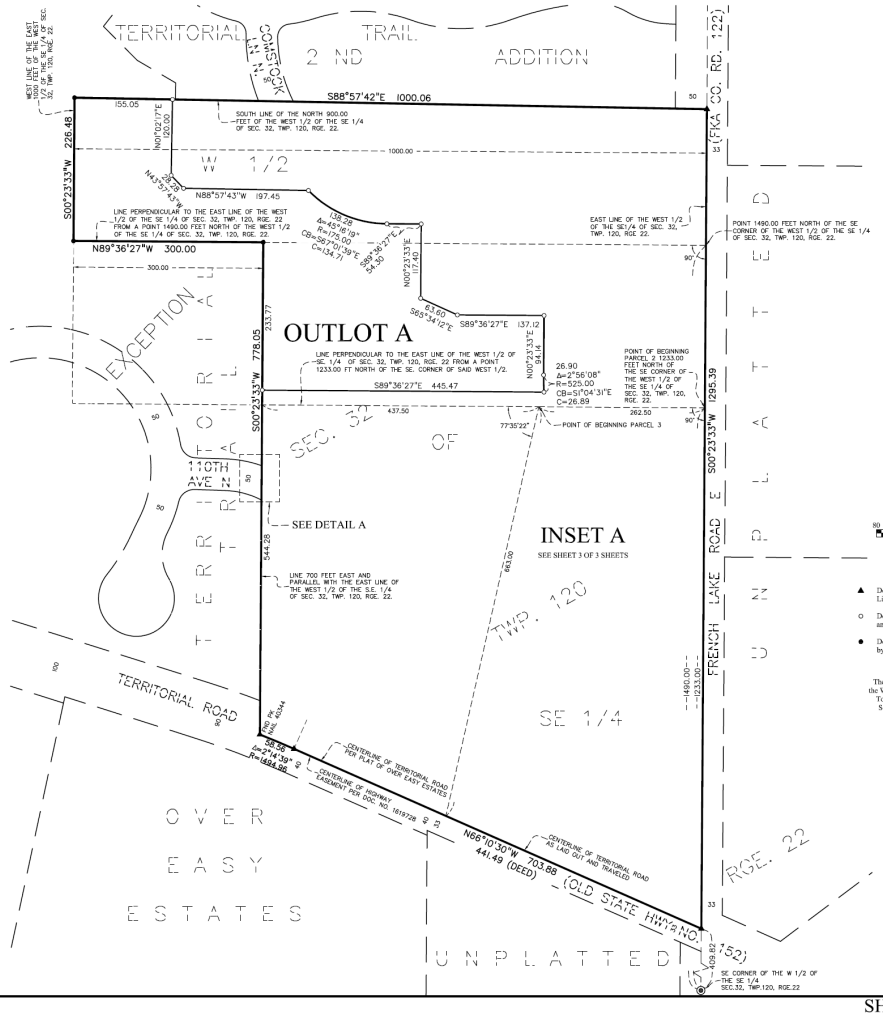
The basis for the bearing system is the east line of the West Half of the Southeast Quarter of Section 32, Township 120, Range 22 and is assumed to bear South 00 degrees 23 minutes 33 seconds West.

SATHRE-BERGQUIST, INC.

TERRITORIAL GROVE

C.R. DOC. NO.





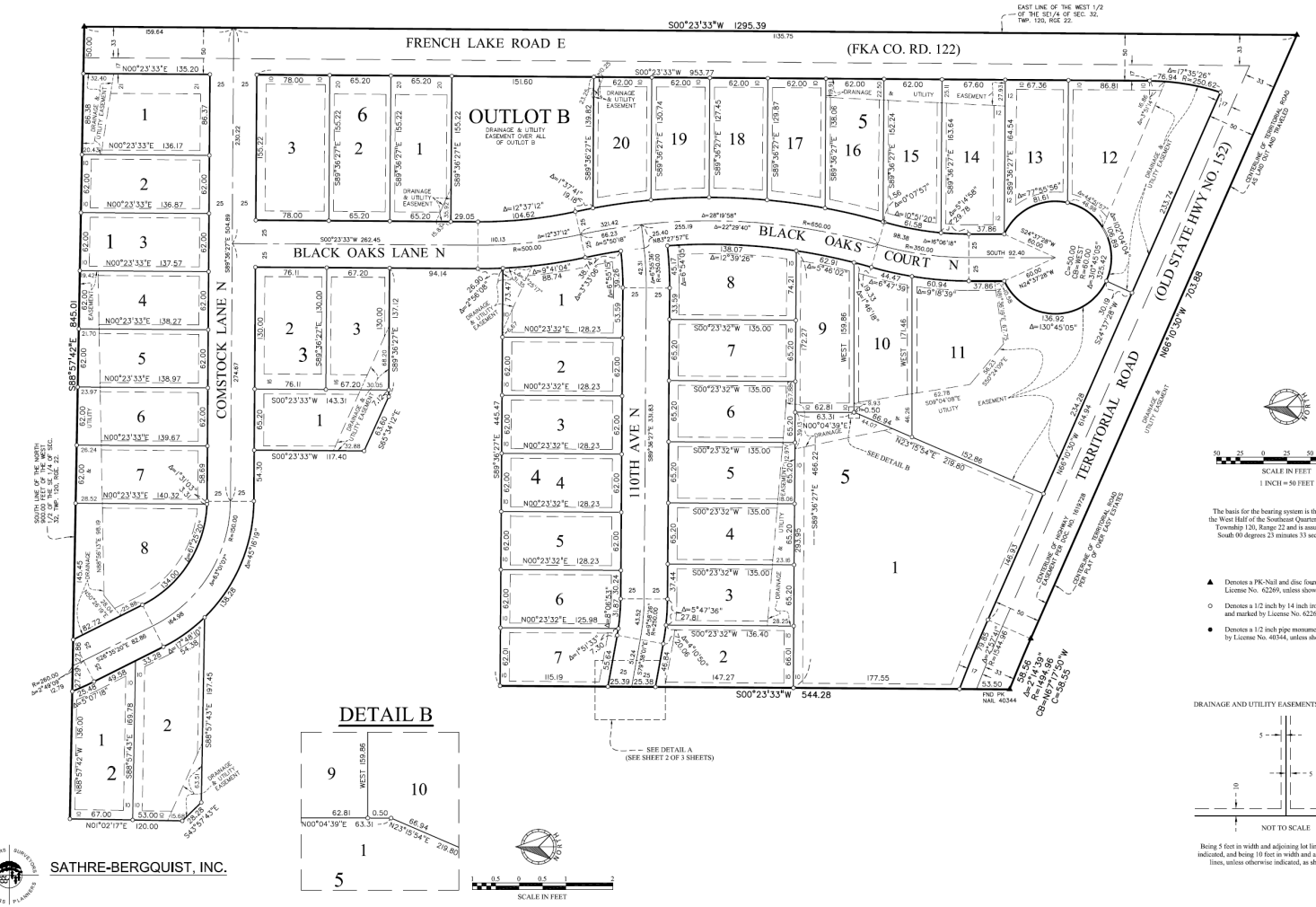
SATHRE-BERGQUIST, INC.

SHEET 2 OF 3 SHEETS

INSET A

TERRITORIAL GROVE

C.R. DOC. NO.



DETAIL B

SCALE IN FEET
1 INCH = 50 FEET

The basis for the bearing system is the east line of the West Half of the Southeast Quarter of Section 32, Township 120, Range 22 and is assumed to bear South 00 degrees 23 minutes 33 seconds West.

▲ Denotes a PK-Nail and disc found and marked by License No. 62269, unless shown otherwise.

○ Denotes a 1/2 inch by 14 inch iron pipe monument set and marked by License No. 62269.

● Denotes a 1/2 inch pipe monument found and marked by License No. 40344, unless shown otherwise.

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:

NOT TO SCALE

Being 5 feet in width and adjoining lot lines, unless otherwise indicated, and being 10 feet in width and adjoining right of way lines, unless otherwise indicated, as shown on this plat.

SATHRE-BERGQUIST, INC.

SHEET 3 OF 3 SHEETS

EXHIBIT C

(reserved for recording information)

DEVELOPMENT AGREEMENT

(Developer Installed Improvements)

TERRITORIAL GROVE

This **DEVELOPMENT AGREEMENT** ("Agreement") dated April 22, 2025, is by and between the **CITY OF DAYTON**, a Minnesota municipal corporation, whose principal place of business is at 12260 South Diamond Lake Road, Dayton, MN 55327 ("City"), and **PULTE HOMES OF MINNESOTA, LLC.,** a Minnesota limited liability company (Domestic), whose principal place of business is located at 1650 W. 82nd Street, Suite 300, Bloomington, MN 55431 ("Developer").

RECITALS

A. Developer is the fee owner and developer of a parcel or parcels of land that is situated in the City of Dayton, County of Hennepin, State of Minnesota, and is legally described as set forth on **Exhibit A** (the "Property"); and

B. Developer has asked the City to approve a FINAL plat for ***TERRITORIAL GROVE*** (the "Plat" or the "Project"), consisting of 42 single-family lots and two (2) outlots; and

C. On November 26, 2024, the City Council for the City of Dayton adopted Resolution 66-2024, approving the PRELIMINARY Plat as prepared by Sathre-Bergquist, Inc, which is on file with the City; and

D. Following recording of the Plat as required by this Agreement, the Property shall be legally described as set forth on **Exhibit B**; and

E. This Agreement is entered into for the purpose of setting forth and memorializing for the parties and subsequent owners the understandings and agreements of the parties concerning the Plat and development of the Property.

NOW THEREFORE, the City and Developer agree as follows:

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

2. **Right to Proceed**. Within the Plat or the Property, Developer may not grade or otherwise disturb the earth or remove trees, unless a grading permit has been approved by the City Engineer, construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings until all the following conditions have been satisfied: 1) this Agreement has been fully executed by both parties and filed with the City Clerk; 2) the required Security has been received by the City; 3) the Plat has been recorded the Office of the Hennepin County Recorder or Registrar of Titles, as applicable; and 4) the City's Administrator has issued a letter to Developer notifying Developer that all conditions have been satisfied, and allowing Developer to proceed.

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

4. **Changes in Official Controls**. For two (2) years from the date of this Agreement, no amendments to the City's Comprehensive Plan, or official controls shall apply to or affect the use, development density, lot size, lot layout, or dedications of the approved preliminary plat unless required by state or federal law, or agreed to in writing by the City and Developer. After that date, notwithstanding anything in this Agreement to the contrary, to the full extent permitted by state law, the City may require compliance with any amendments to the City's Comprehensive Plan, official controls, platting, or dedication requirements enacted after the date of this Agreement with respect to that portion of the Property which did not receive final plat approval prior to any such amendments.

5. **Zoning.** Except otherwise provided herein, the Property shall be subject to the requirements and standards of the R-3, Single-Family Attached and Detached Residential District of the Dayton City Code.

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

Plan A – Preliminary Plat, September 30, 2022
Plan B – Final Plat
Plan C – Construction Plans (Final Plat Submittal)
Plan D – Landscape Plan

7. **Improvements**. Developer shall install, or cause to be installed, and pay for the following improvements (collectively, the "Improvements") as required to be built within the subdivision as public improvements in accordance with the approved Plans:

A. Site Grading, Ponding, and Erosion Control

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

The Improvements shall be installed in accordance with the City subdivision ordinance; City standard specifications for utilities and street construction; and any other applicable ordinances. Developer shall submit to the City plans and specifications, which have been prepared by a competent Minnesota professional engineer, for approval by the City Engineer. City Engineer approval shall be provided on the condition that such submittals comply with the Plans and this Agreement. Developer shall instruct its engineer to provide adequate field inspection personnel to assure an acceptable level of quality control. In addition, the City may, at the City's discretion and at Developer's expense, have one or more City inspectors and a soil engineer inspect the work as the City may reasonably determine. Developer shall be responsible for retaining the services of a geotechnical engineer for construction testing. Developer, its contractors and subcontractors, shall follow all instructions received from the City's inspectors. Developer's engineer shall provide for on-site project management. Developer's engineer is responsible for design changes and contract administration between Developer and Developer's contractor. Developer or Developer's engineer shall schedule a pre-construction meeting at a mutually agreeable time with all parties concerned, including the City staff, to review the program for the construction work. Within thirty (30) days after the completion of the Improvements and before the applicable Security is released, Developer shall supply the City with a complete set of reproducible "as constructed" plans, an electronic file of the "as constructed" plans in an Auto CAD file based upon the Hennepin County coordinate system, all prepared in accordance with City standards.

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

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

A. City of Dayton for Building Permits
B. City of Dayton Sign Permit

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

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

11A. **Time of Performance**. Unless otherwise extended by the City, Developer shall install, or cause to be installed, utility, concrete, and base course bituminous installation and all remaining required public improvements, excluding the final wearing course bituminous, by October 1, 2026. Completion of the final wearing course bituminous shall be in conformance with the Paving requirements set forth below. Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the Security posted by Developer to reflect cost increases, if any, and the extended completion date.

11B. **Paving**. Prior to commencing paving of streets, the Developer shall give the City seven days (7) written notice of its intention to pave. If, in the sole determination of the City, weather conditions are unsuitable for paving said streets, the City shall notify the Developer that it cannot proceed with said paving. The final lift of pavement shall only be commenced after the base course has been subjected to a complete freeze/thaw cycle and after 85% of the homes are occupied within that phase, or with written direction from the City Engineer. Failure of the City to give Developer notification shall not constitute a warranty that conditions are suitable for paving said streets.

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

13. **Erosion Control**. Prior to initiating site grading, the Final Grading Plan (Plan C) and Final Erosion Control and SWPPP Plan (Plan C) shall be implemented by Developer, and shall be inspected and approved by the City. All proposed erosion control BMP's shall be identified on the SWPPP. Redundant erosion control BMP's shall be provided around the entire perimeter of all wetlands and infiltration basins. The City may impose additional erosion control requirements if reasonably required. Upon completion of all the improvements for Territorial Grove, such erosion controls established for the duration of the work shall be removed by the Developer.

All areas disturbed by the excavation and backfilling operations shall be sodded—or seeded if explicitly permitted by City Code—within five (5) days after the completion of the work, weather permitting, or in an area that is inactive for more than ten (10) days unless authorized and approved by the City Engineer. Except as otherwise provided in the erosion control plan, sodding and

seeding shall be in accordance with the City Code's current specifications. All sodded and seeded areas shall be fertilized and watered. The City and Developer recognize that time is of the essence in controlling erosion. If Developer does not timely comply with the erosion control plan and schedule or supplementary instructions received from the City, the City may take such action as it deems reasonably appropriate to control erosion. The City shall notify Developer in advance of any proposed action, but failure of the City to do so will not affect Developer's and City's rights or obligations under this Agreement. If Developer does not reimburse the City for any cost the City reasonably incurred for such work within thirty (30) days after written notice to Developer, the City may draw down the letter of credit to pay such costs. No development, utility, or street construction will be allowed and no building permits will be issued unless the Plat is in full compliance with the approved erosion control plan.

14. **Grading Plan**. The Plat shall be graded in accordance with the approved Final Grading Plan (Plan C). The Plan shall conform to City of Dayton specifications. Within thirty (30) days after completion of the grading and before the City approves individual building permits, Developer shall provide the City with an "as constructed" grading plan certified by a Minnesota registered land surveyor or engineer that all ponds, swales, and ditches for public drainage have been constructed on public easements or land owned by the City. The "as constructed" plan shall include field verified elevations of the following: a) cross sections of ponds; b) location and elevations along all swales, wetlands, wetland mitigation areas if any, ditches, locations and dimensions of borrow areas/stockpiles, and installed "conservation area" posts; and c) lot corner elevations, and house pads. The City will withhold issuance of building permits until the approved certified grading plan is on file with the City and all erosion control measures are in place as determined by the City Engineer. Developer certifies to the City that all lots with house footings placed on fill have been monitored and constructed to meet or exceed FHA/HUD 79G specifications.

15. **Street Maintenance, Access During Construction**. Developer shall control dust, clean dirt and debris from streets that has resulted from construction work by Developer, their contractors, subcontractors, agents, or assigns. Prior to any construction in the Plat, Developer shall identify in writing a responsible party and schedule for erosion control, street cleaning, and street sweeping. Warning signs shall be placed when hazards develop in streets to prevent the public from traveling on same and to direct attention to detours. If and when streets become impassable, such streets shall be barricaded and closed. In the event residences are occupied prior to completing streets, Developer shall ensure that the streets are passable to traffic and emergency vehicles. Developer shall be responsible for keeping streets within and without the subdivision swept clean of dirt and debris that may spill, track, or wash onto the street from Developer's operation. Developer shall contract for street cleaning within and immediately adjacent to the development. At a minimum, scraping and sweeping shall take place on a weekly basis. A copy of Developer's street sweeping contract shall be approved by the City before grading is started. Developer's street sweeping contract shall provide that the City may direct the contractor to clean the streets and bill Developer.

A. In the event dirt and/or debris has accumulated on streets within or adjacent to the Property resulting from construction work by Developer, their contractors, subcontractors, agents, or assigns, City is hereby authorized to immediately commence street cleaning operation

if streets are not cleaned by the Developer or its contractor after forty-eight (48) hours of the notification of violation. Street cleaning shall be defined as the use of any equipment specifically designed for sweeping, necessary for cleaning dirt, mud and debris from the City right-of-way. If conditions are such that street cleaning operation is immediately necessary, City may perform the necessary street cleaning. City will then bill Developer, as the delinquent party for all associated street cleaning costs. Failure to reimburse City for street cleaning costs within thirty (30) days of such billing shall be cause for default under this Agreement.

B. Construction traffic access and egress for grading, public utility construction, and street construction is restricted to Territorial Road and East French Lake Road from County Road 81. No construction traffic is permitted on the adjacent public or private streets. The route identified herein for the construction traffic shall be posted throughout the route at the necessary intersections for said traffic to adhere to.

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

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

b. Upon completion of the Improvements, the City shall inspect the Improvements and promptly notify Developer if any of the Improvements do not conform to the requirements of this Agreement.

c. Prior to acceptance of the Improvements by the City, Developer must furnish the following affidavits:

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

These affidavits shall certify that all construction or other work performed by the applicable party has been completed in accordance with the terms of this Agreement.

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

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

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

17. **City Engineering Administration and Construction Observation**. Developer shall, contemporaneously with the execution of this Agreement, deposit with the City: (1) an escrow of $89,209.39 to cover the expenses for engineering administration and construction observation; and (2) an escrow of $5,000 for legal and planning application review process. Developer shall pay all fees relating to the Project including, but not limited to, legal, engineering, engineering administration, construction observation, planning, recording fees, administrative expenses, and other costs related to this Project, reasonably incurred by the City.

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

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

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

D. *Escrow*. All fees and costs reasonably incurred by the City in connection with the Project shall be charged against said escrow account which shall remain in effect until the completion of the Project. Any funds remaining in the escrow accounts after the completion of the Project shall be promptly refunded to Developer. In the event that the escrow accounts herein are depleted, Developer agrees that upon request of the City, Developer shall post additional sums of money to replenish the accounts to their original balance to cover projected City costs as reasonably determined by the City. Developer agrees that the engineering administration and construction observation escrow account shall always have a balance of no less than $5,000. Developer shall be entitled, upon request, to an itemized statement of all costs and fees charged against these escrow accounts.

18. **Claims**. In the event that the City receives claims from labor, materialmen, or others that work required by this Agreement has been performed, the sums due them have not been paid, and the laborers, materialmen, or others are seeking payment from the City, the City shall

provide Developer with written notice of such claim or claims and Developer shall have thirty (30) days to satisfy such claim or claims or provide the City with Developer's defense to such claim or claims. In the event such claim or claims are valid and Developer has not provided the City with Developer's defense to such claim or claims, then Developer hereby authorizes the City to commence an Interpleader action pursuant to Rule 22, Minnesota Rules of Civil Procedure for the District Courts, to draw upon the letter of credit in an amount up to 120 percent (120%) of the claim(s) and deposit the funds in compliance with the Rule, and upon such deposit, Developer shall release, discharge, and dismiss the City from any further proceedings as it pertains to the performance bond deposited with the District Court, except that the Court shall retain jurisdiction to determine attorneys' fees pursuant to this Agreement.

19. **Sanitary Sewer Trunk Charge and Sewer Access Charge**. Development of the Plat is subject to a charge for Sanitary Sewer Trunk expenses payable at the time of final plat approval. The Sanitary Sewer Trunk expenses will be $2,727 x 42 residential units, for a total of $114,534. Development of the Plat is also subject to a Sewer Access Charge ("SAC") fee in the amount of $3,452 per unit for this Plat. Developer, or its successors or assigns, shall pay the SAC fee for each unit before the building permit is issued for such unit.

20. **Water Trunk Charge and Water Access Charge**. Development of the Plat is subject to a charge for Water Trunk expenses payable at the time of final plat approval. The Water Trunk expenses will be $4,251 x 42 residential units, for a total of $178,542. Development of the Plat is also subject to a Water Access Charge ("WAC") fee in the amount of $5,415 (Dayton) + $3,306 (Maple Grove) per unit ($8,721 per unit total) for this Plat. Developer, or its successors or assigns, shall pay the WAC fee for each unit before the building permit is issued for such unit.

21. **Storm Sewer Charge**. Development of the Plat is subject to a charge for Storm Sewer expenses payable at the time of final Plat approval. The Storm Sewer expenses will be $3,669 x 42 residential units, for a total of $154,098.

22. **Park Dedication**. Developer of the Plat is subject to a Park Dedication fee payable at the time of final plat approval. The Park Dedication fee will be $4,497 x 42 residential units, for a total of $188,874.

23. **Trail Dedication**. Developer will pay a trail dedication fee at the time of final Plat approval of $117,432, less the credit amount of $114,522 for the construction of a public trail along Territorial Road to be constructed to the standards of Three Rivers Park District, for a total of $2,910. The trail dedication is generally calculated at $2,796 x 42 units.

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

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

25. **Landscaping**. Developer shall follow all requirements of the City's Zoning Ordinance and the City's approved landscaping plan, dated September 27, 2024.

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

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

i. November 26, 2024 City Council meeting, approving the Preliminary Plat of Territorial Grove (Resolution 66-2024).
ii. April 22, 2025 City Council meeting, approving the Final Plat of Territorial Grove (Resolution 24-2025).

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

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

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

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

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

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

h. Developer is required to establish and maintain a buffer around all wetlands averaging 25 feet, with a minimum width of 10 feet. Developer shall be responsible for placing wetland buffer monuments with location subject to review and approval by the City Engineer. The area within wetlands and buffer zones shall be preserved predominantly in their natural states, except to the extent set forth in Section 1001.27 of the Dayton Zoning Ordinance. Wetlands and buffer zones must be protected by a conservation easement granted to the City by the developer. Any planned disturbance of the wetland buffer area during construction is subject to review and approval by the City Engineer.

i. Developer shall comply with the conditions of the City Engineer's Memo prepared by Jason Quisberg dated April 22, 2025.

j. Access shall be provided to all stormwater ponds.

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

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

27. **Summary of Security Requirements**. To guarantee compliance with the terms of this Agreement, payment of real estate taxes, payment of special assessments, payment of the costs of all Improvements, and construction of all Improvements, Developer shall furnish the City with a letter of credit, in the form attached hereto, from a bank ("Security") for $2,676,281.83. The amount of the Security includes all of the security requirements set forth in the preceding sections of this Agreement, and was calculated as follows:

Construction Costs:	
Sanitary Sewer	$349,172.11
Water Main	$305,816.30
Storm Sewer	$384,787.64
Streets	$686,772.56
TOTAL	**$1,726,548.61**
GRAND TOTAL SECURITIES (120%):	**$2,071,858.33**

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

28. **Summary of Cash Requirements**. The following is a summary of the cash requirements under this Agreement, which must be furnished to the City at the time of final plat approval and execution of this Agreement by the City:

Stormwater	$154,098
Sanitary Sewer	$114,534
Water Trunk	$178,542
Park Dedication	$188,874
Trail Dedication	$117,432 – 114,522 Credit = $2,910
City Engineering Administration Escrow	$89,209.39
Planning and Legal Escrow	$5,000
TOTAL CASH REQUIREMENTS:	**$733,167.39**

The City employs a pass-through billing process. The $5,000 escrow will be held and all bills will be forwarded for immediate payment. If payments are not made in a timely fashion, the project will stop until payments are made. If said fees are less than estimated, the City shall reimburse Developer within thirty (30) days of receipt of final invoices.

29. **Warranty**. Developer warrants all required Improvements against poor material and faulty workmanship. The warranty period for streets is one (1) year. The warranty period for underground utilities as identified in Plan C is two (2) years and shall commence following completion and acceptance by City Council. The one (1) year warranty period on streets shall commence after the final wear course has been installed and accepted by the City Council as documented in official City minutes. The City shall retain ten percent (10%) of the Security posted by Developer until the warranty period expires, whichever first occurs. The retainage may be used to pay for warranty work if the Developer fails to timely perform such work; provided the Developer is first given notice of the work in default not less than ten (10) business days in advance, except that no notice is required in an emergency as reasonably determined by the City. The City standard specifications for utilities and street construction identify the procedures for final acceptance of streets and utilities.

30. **Responsibility for Costs**.

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

B. Developer shall hold the City and its officers, employees, and agents harmless from claims made by third parties for damages sustained or costs reasonably incurred resulting from Plat approval and development, except for any costs or expenses arising from the negligence or other wrongful acts or omission of the City, its agents, employees or contractors. Developer shall indemnify the City and its officers, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including reasonable attorneys' fees.

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

D. Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all special assessments referred to in this Agreement. This is an obligation of Developer and shall continue in full force and effect even if Developer sells one or more lots, the entire Plat, or any part of it.

E. Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within thirty (30) days after receipt. If the bills are not paid on time, the City may halt Plat development and construction until the bills are paid in full. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent (8%) per year.

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

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

32. **Miscellaneous**.

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

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

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

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

E. If building permits are issued prior to the acceptance of the Improvements, Developer assumes all liability and costs resulting in delays in completion of the Improvements and damage to public improvements caused by the City, Developer, its contractors, subcontractors,

material men, employees, agents, or third parties. No sewer and water connection permits may be issued and no one may occupy a building for which a building permit is issued on either a temporary or permanent basis until the streets needed for access have been paved with at least one lift of bituminous surface and the utilities are accepted by the City Engineer in writing except for the construction of one model home will be permitted prior to the installation of pavement, provided the lot has access for inspections.

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

G. This Agreement shall run with the land and shall be recorded against the title to the Property. Upon request by Developer, the City covenants to provide a recordable Certificate of Completion within a reasonable period of time following the request, upon the completion of the work and responsibilities required herein, payment of all costs and fees required and compliance with all terms of this Agreement. A release of this Agreement may be provided in the same manner and subject to the same conditions as a Certificate of Completion provided there are no outstanding or ongoing obligations of Developer under the terms of this Agreement. Developer covenants with the City, its successors and assigns, that Developer is well seized in fee title of the Property being final platted and/or has obtained consents to this Agreement, in the form attached to this Agreement, from all parties who have an interest in the Property; that there are no unrecorded interests in the Property being final platted; and that Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.

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

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

J. Developer may not assign this Agreement without the written permission of the City Council. Absent such consent to assignment, Developer's obligation under this Agreement

shall continue in full force and effect even if Developer sells one or more lots, the entire Plat, or any part of it.

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

L. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, joint enterprise, or other fiduciary relationship between the City and Developer. Neither party is authorized to act as an agent or on behalf of the other party.

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

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

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

33. **Successors and Assigns**. This Agreement shall be binding upon and inure to the benefit of the parties and their respected successors and assigns, including without limitation, any and all future and present owners, tenants, occupants, licensee, mortgagee and any other parties with any interest in the Property. Should Developer convey any lot or lots in the Plat to a third party, the City and the owner of that lot or those lots may amend this Agreement as applied to that lot or those lots without the approval or consent of Developer or the other lot owners within the Plat. Private agreements between the owners of lots within the Plat for shared service or access and related matters necessary for the efficient use of the Property shall be the responsibility of the lot owners and shall not bind or restrict City authority to approve applications from any lot owner.

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

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

If to the City:

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

If to Developer:

Pulte Homes of Minnesota, LLC.
Attn: David Von Ruden
1650 W. 82nd Street, Suite 300
Bloomington, MN 55431

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

[Signature pages to follow]

CITY OF DAYTON

BY: _____
Dennis Fisher, Mayor

(SEAL)

BY: _____
Amy Benting, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Dennis Fisher and Amy Benting, respectively, the Mayor and City Clerk of the City of Dayton, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

_____
NOTARY PUBLIC

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

DEVELOPER:
PULTE HOMES OF MINNESOTA, LLC

By: _____

Its: _____

Printed Name: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, its _____ on behalf of Pulte Homes of Minnesota, LLC, a Minnesota limited liability company (Domestic).

_____
Notary Public

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

EXHIBIT A
TO
DEVELOPMENT CONTRACT

Legal Description of Property Prior to Final Plat

PARCEL 1:
That part of the East 1000 feet of the West 1/2 of the Southeast 1/4, Section 32, Township 120 N., Range 22 West of the 5th Principal Meridian, lying South of the North 900 feet of said SEl/4 and lying North a line perpendicular to and intersecting the East line of said Wl/2 at a point 1233 feet North of the Southeast corner of said Wl/2, Except the West 300 feet lying South of a line perpendicular to and intersecting the East line of said West 1/2 at a point 1490 feet North of the Southeast corner of said West 1/2. Subject to an easement over the East 33 feet, Hennepin County, Minnesota.

PARCEL 2:
That part of the West Half of the Southeast Quarter of Section 32, Township 120, North Range 22 West of the 5th Principal Meridian, described as follows:

Beginning at a point on the East line of said West Half of the Southeast Quarter, distant 1233.00 feet North along said East line from the Southeast corner of said West Half; thence on an assumed bearing of West perpendicular to said East line, a distance of 262.50 feet; thence Southwesterly deflecting to the left at an angle of 77 degrees 35 minutes 22 seconds 663.00 feet to the center line of Territorial Road as laid out and constructed; thence Southeasterly along said center line, a distance of 441.49 feet to said East line; thence North along said East line to the point of beginning, Hennepin County, Minnesota.

PARCEL 3:
That part of the West 1/2 of the Southeast 1/4 of Section 32, Township 120, North Range 22, West of the 5th Principal Meridian, Hennepin County, Minnesota described as follows: Commencing at a point on the East line of said West 1/2 distant 1233.00 feet North of the Southeast corner of said West 1/2: thence West perpendicular to said East line a distance of 262.50 feet to the actual point of beginning of the tract of and to be herein described: thence Southwesterly deflecting to the left at an angle of 77 degrees 35 minutes 22 seconds, a distance of 663.0 feet to the centerline of Old Territorial Road as laid out and constructed: thence Northwesterly along said centerline to its intersection with a line drawn parallel with and distant 700.00 feet West of said East line: thence North parallel with said East line to a line drawn perpendicular to said East line from the actual point of beginning: thence East along said perpendicular line to the actual point of beginning, according to the United States Government Survey thereof and situate in Hennepin County, Minnesota.

LESS AND EXCEPT therefrom a 1.25 acre, more or less, portion to be described by a surveyor.

EXHIBIT B
TO
DEVELOPMENT CONTRACT

Legal Description of Property Following Recording of Final Plat

Lots 1 through 8, inclusive, Block 1; Lots 1 and 2, Block 2; Lots 1 through 3, inclusive, Block 3; Lots 1 through 7, inclusive, Block 4; Lots 1 through 20, inclusive, Block 5; Lots 1 through 3, inclusive, Block 6; and Outlots A and B, TERRITORIAL GROVE, according to the recorded plat thereof, Hennepin County, Minnesota

MORTGAGEE CONSENT
TO
DEVELOPMENT CONTRACT

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

Dated this _____ day of _____, 2025.

<Bank Name>

By: _____

Its:

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, the _____ of _____, a Minnesota corporation, on its behalf.

_____
Notary Public

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

[BANK LETTERHEAD]

IRREVOCABLE LETTER OF CREDIT

No. _____
Date: _____

TO: City of Dayton

Dear Sir or Madam:

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

The draft must:

a) Bear the clause, "Drawn under Letter of Credit No. _____, dated _____, 2024, of (Name of Bank)____";

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

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

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

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

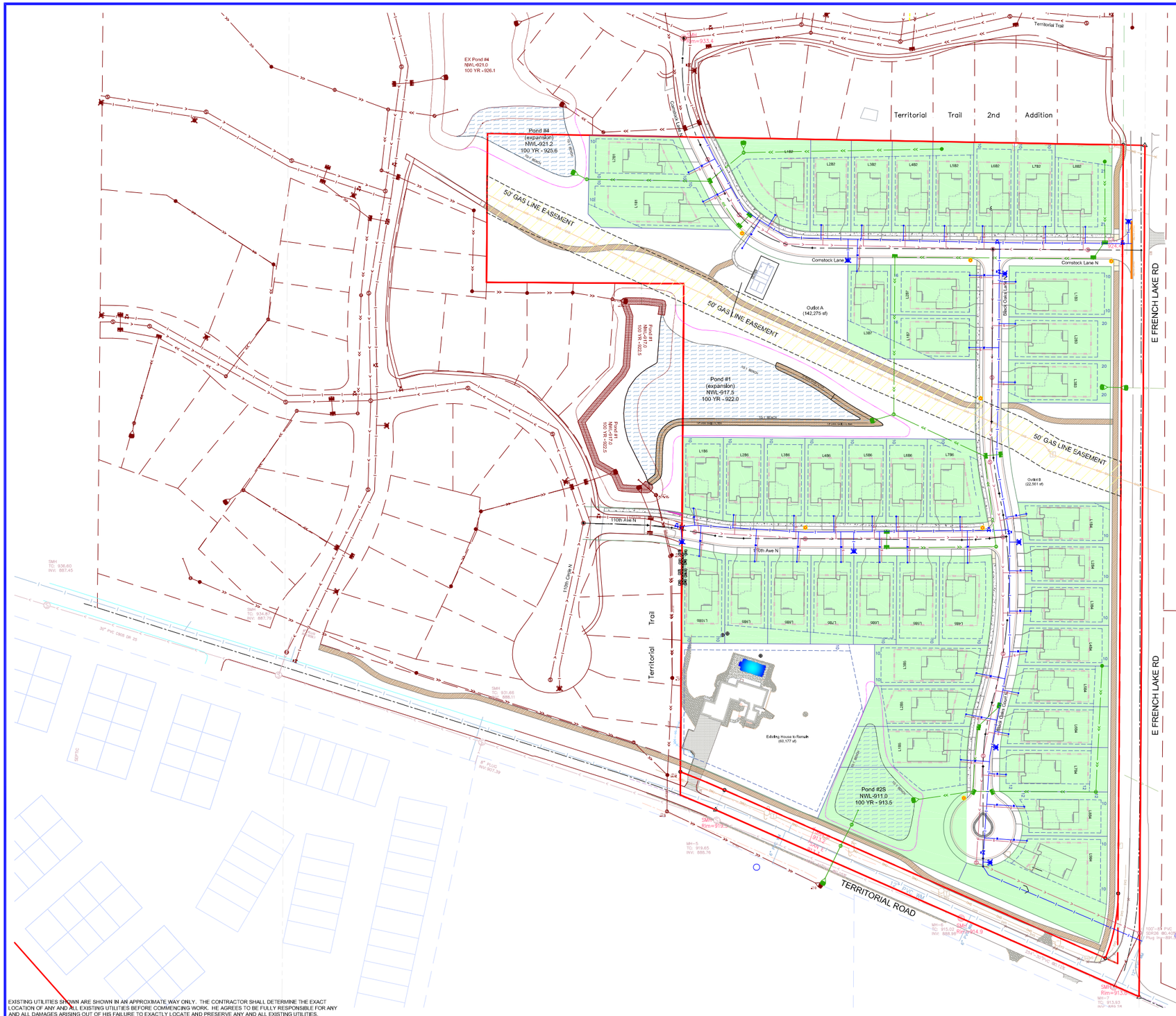
This Letter of Credit is not assignable. This is not a Notation Letter of Credit. More than one draw may be made under this Letter of Credit.

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

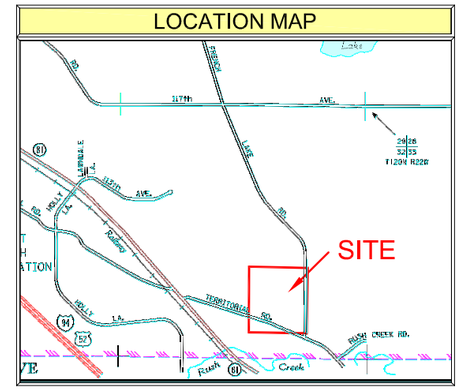
We hereby agree that a draft drawn under and in compliance with this Letter of Credit shall be duly honored upon presentation.

BY: _____

Its _____



LOCATION MAP



SHEET INDEX TABLE

SHEET	Description
1	Title Sheet
2-6	Final Street Plan
7-11	Final Sanitary Sewer & Watermain Plan
12-15	Final Storm Sewer Plan
16-18	Final Grading Plan
19	Final Erosion Control Plan
20-26	City Detail Plates

DEVELOPMENT DATA

Total Single Family Lots - 42

Street: 50' ROW - 28' B-B
CDS - 60' R

SETBACKS

Frontyard Setback: 25'
Corner Setback: 20'
Sideyard Setback: Lots < 62' - 7.5'/7.5'
62'+ - 10'/10'
Rearyard Setback: 30'

PREPARED BY	PREPARED FOR
ENGINEER SATHRE-BERGQUIST, INC. 14000 25TH AVENUE NORTH SUITE 120 PLYMOUTH, MN 55447 PHONE: (952) 476-6000 CONTACT : ERIC R. JOHNSON, P.E. EMAIL: EJOHNSON@SATHRE.COM	DEVELOPER PULTE HOMES OF MINNESOTA 1650 W 82ND Street, Ste 300 Bloomington, MN 55431 CONTACT: CHAD ONSGARD PHONE: (952) 229-0723 EMAIL:CHAD.ONSGARD@PULTEGROUP.COM

NORTH

80 40 0 40 80 160
SCALE IN FEET

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

DRAWING NAME	NO.	BY	DATE	REVISION
TERRITORIAL	1			
DRAWN				
RSM				
CHECKED				
ERJ				
DATE				
02/19/2025				

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

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

Eric R Johnson

ERIC R. JOHNSON, P.E.
Date: 02/19/25 Lic. No. 26478

ENGINEERS SURVEYORS DESIGNERS PLANNERS

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

CITY PROJECT NO.
--

DAYTON,
MINNESOTA

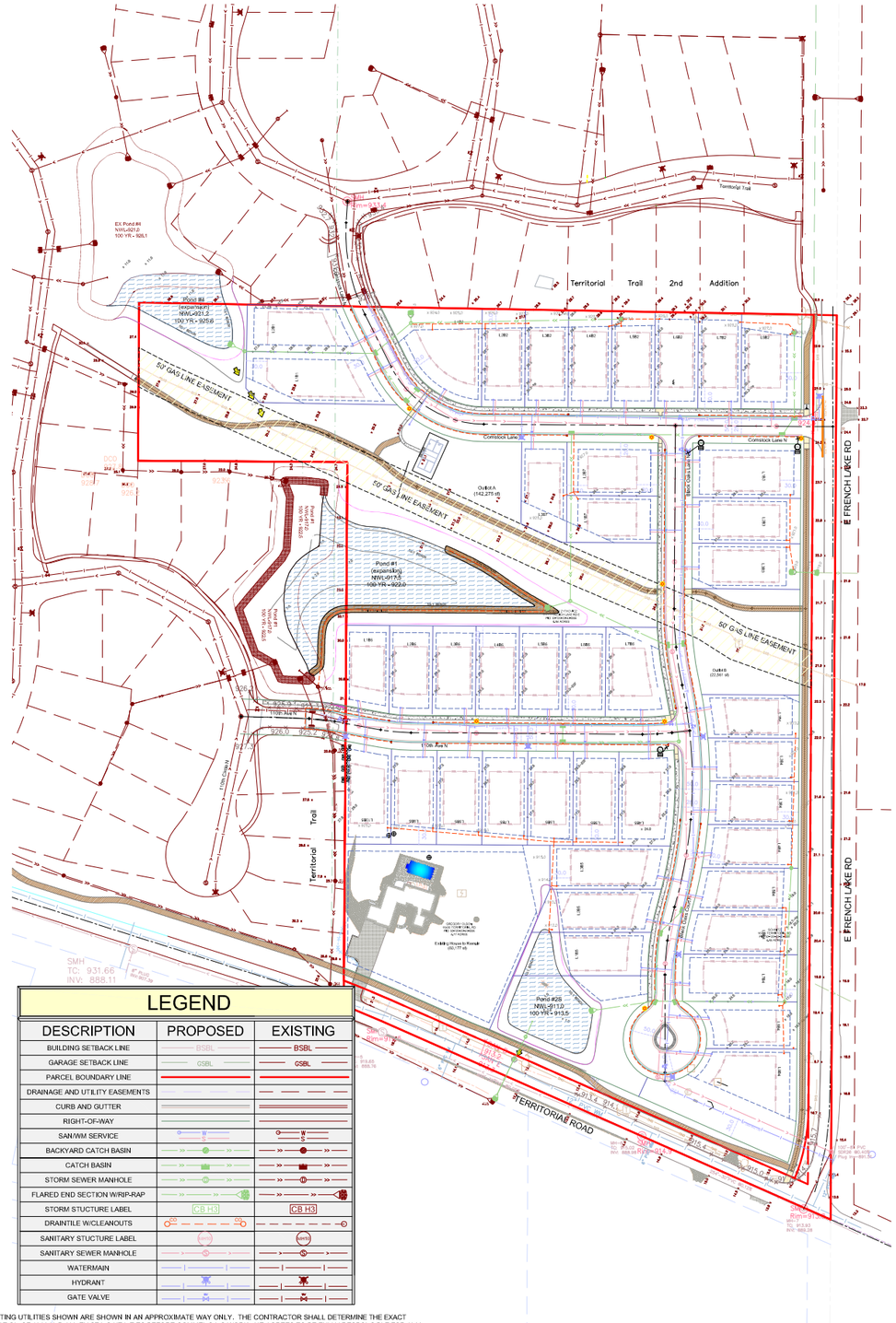
TITLE SHEET

TERRITORIAL GROVE

PULTE GROUP

FILE NO.
72905-1177

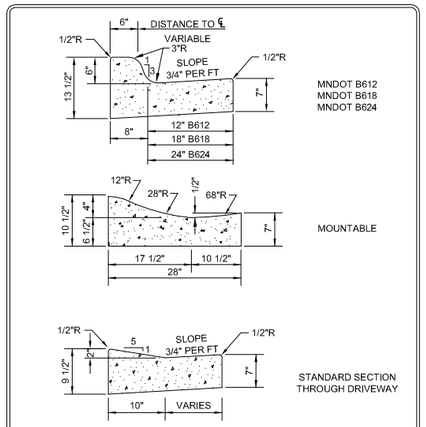
1
26



LEGEND

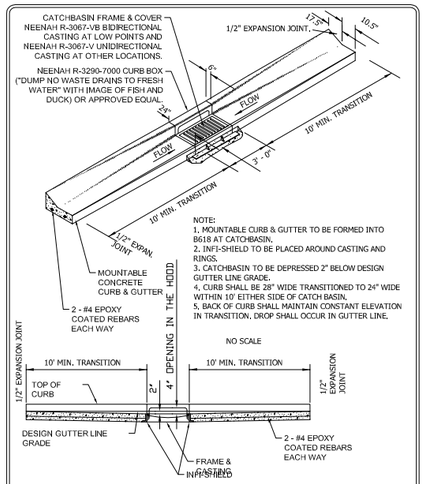
DESCRIPTION	PROPOSED	EXISTING
BUILDING SETBACK LINE	BSBL	BSBL
GARAGE SETBACK LINE	GSBL	GSBL
PARCEL BOUNDARY LINE		
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
SAN/WM SERVICE	W S	W S
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION W/RIP-RAP		
STORM STUCTURE LABEL	CB H3	CB H3
DRAINTILE W/CLEANOUTS	CO	CO
SANITARY STUCTURE LABEL	SAN	SAN
SANITARY SEWER MANHOLE		
WATERMAIN	W	W
HYDRANT		
GATE VALVE	GV	GV

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

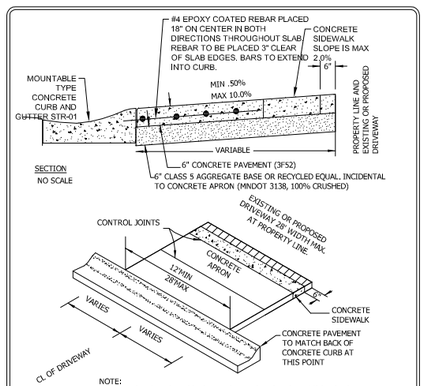


NOTE:
① PLACE A "W" AND "S" STAMP PER CITY PLATE #STR-23 ON FACE OF CURB WHERE CURB & GUTTER CROSSES A WATER OR SEWER SERVICE.

City of Dayton	CURB AND GUTTER	LAST REVISION: MAR 2024 PLATE NO.: STR-01

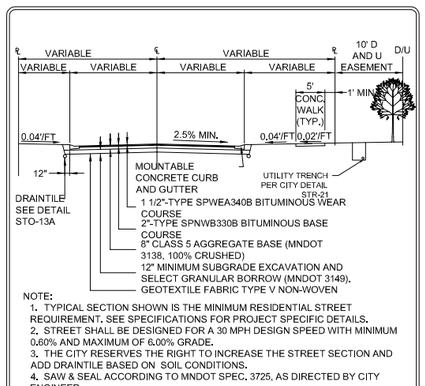


City of Dayton	MOUNTABLE CURB & GUTTER CONSTRUCTION AT CATCH BASIN	LAST REVISION: MAR 2024 PLATE NO.:



NOTE:
1. CONTROL JOINTS IN CONCRETE CURB NOT TO EXCEED 10' SPACING THROUGH DRIVEWAY SECTION.
2. CONCRETE MUST BE CONSTRUCTED BETWEEN SIDEWALK AND DRIVEWAY APRON.
3. CONCRETE SIDEWALK THROUGH DRIVEWAY IS 6" THICK.
4. DRIVEWAY WINGS ARE NOT REQUIRED WITH THE MOUNTABLE STYLE CURBING. THE MAXIMUM DRIVEWAY WIDTH AT THE CURB IS 28'. MAXIMUM WIDTH OF DRIVEWAY AT THE PROPERTY LINE IS ALSO 28'.

City of Dayton	RESIDENTIAL CONCRETE DRIVEWAY APRON WITH SIDEWALK (MOUNTABLE TYPE CURB)	LAST REVISION: MAR 2024 PLATE NO.: STR-13



NOTE:
1. TYPICAL SECTION SHOWN IS THE MINIMUM RESIDENTIAL STREET REQUIREMENT. SEE SPECIFICATIONS FOR PROJECT SPECIFIC DETAILS.
2. STREET SHALL BE DESIGNED FOR A 30 MPH DESIGN SPEED WITH MINIMUM 0.60% AND MAXIMUM OF 6.00% GRADE.
3. THE CITY RESERVES THE RIGHT TO INCREASE THE STREET SECTION AND ADD DRAINTILE BASED ON SOIL CONDITIONS.
4. SAW & SEAL ACCORDING TO MNDOT SPEC. 3725, AS DIRECTED BY CITY ENGINEER.
5. CITY ENGINEER TO DETERMINE WIDTHS, MINIMUM WIDTHS SHOW ON STR-05A.
6. WEARING COURSES MAY HAVE A MAXIMUM OF 10% RECYCLED ASPHALT PAVEMENT (RAP). NO RECYCLED ASPHALT SHINGLES (RAS) ALLOWED IN WEARING COURSES.
7. NON-WEARING COURSES MAY HAVE A MAXIMUM OF 20% RECYCLED ASPHALT PAVEMENT (RAP).

City of Dayton	RESIDENTIAL STREET SECTION	LAST REVISION: MAR 2024 PLATE NO.: STR-05

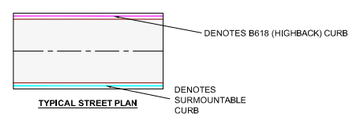
STREET NOTES

1. ALL STREETS ARE 28' BB UNLESS OTHERWISE NOTED. CURB DIMENSIONS ARE BACK TO BACK.
2. ALL TEMPORARY, DEAD-END STREETS SHALL BE CLOSED WITH TEMPORARY BARRICADES AND ARE TO BE FULLY REFLECTORIZED AND PROPERLY MAINTAINED UNTIL THE STREET IS EXTENDED TEMPORARY CUL-DE-SACS ARE REQUIRED.
3. SEE CITY DETAILS FOR STREET DESIGN STANDARDS.
4. ALL SIDEWALKS SHALL BE 6". CONSTRUCT PED RAMP AT EACH CURB AND OR/ROAD INTERSECTION PER STANDARD DETAIL PLATES.
5. ALL CONTRACTOR VEHICLES SHALL BE PARKED WITHIN THE CONSTRUCTION LIMITS.
6. EXTENT OF DRAINTILE TO BE DETERMINED/VERIFIED IN FIELD BY CITY ENGINEER BASED ON SITE CONDITIONS.

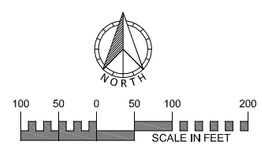
STOP SEE DETAIL GEN-04

XXXX / XXXX SEE DETAIL GEN-06

SEE DETAIL GEN-05



TYPICAL STREET PLAN



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Eric R Johnson

ERIC R. JOHNSON, P.E.
Date: 02/19/25 Lic. No. 26428

ENGINEERS SURVEYORS DESIGNERS PLANNERS

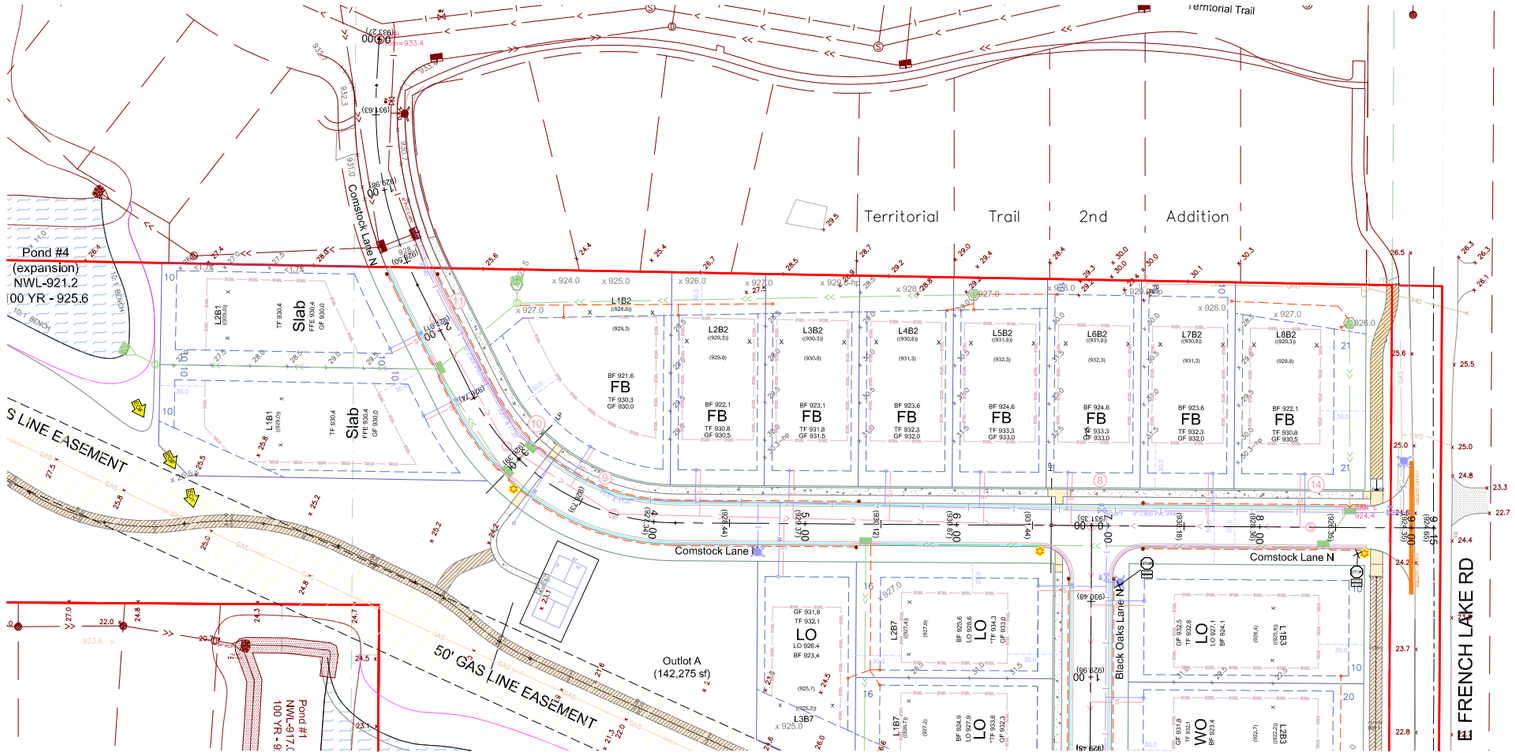
SATHRE-BERGQUIST, INC.
14000 25TH AVE N #120 PLYMOUTH, MN. 55447 (952) 476-6000

CITY PROJECT NO.
--

DAYTON, MINNESOTA

FINAL STREET PLAN
TERRITORIAL GROVE
PULTE GROUP

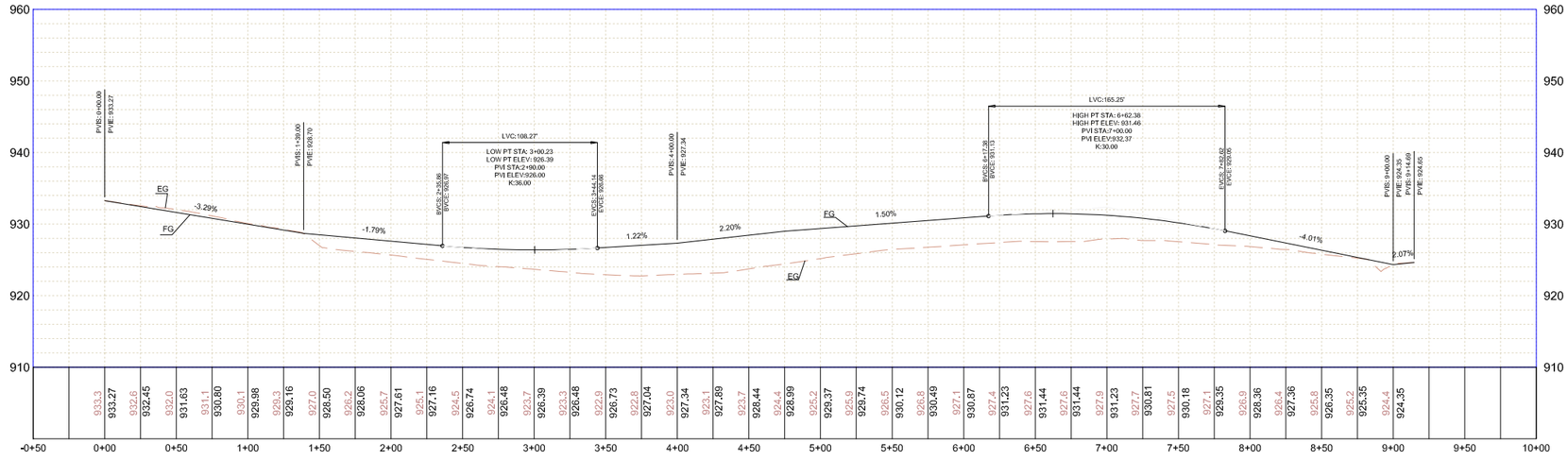
FILE NO.
72905-1177



LEGEND

DESCRIPTION	PROPOSED	EXISTING
BUILDING SETBACK LINE	BSBL	BSBL
GARAGE SETBACK LINE	GSBL	GSBL
PARCEL BOUNDARY LINE		
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
SAN/WM SERVICE	S W	S W
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION W/RIP-RAP		
STORM STUCTURE LABEL	CB H3	CB H3
DRAINTILE W/CLEANOUTS		
SANITARY STUCTURE LABEL		
SANITARY SEWER MANHOLE		
WATERMAIN		
HYDRANT		
GATE VALVE		

COMSTOCK LN N



NORTH

50 25 0 25 50 100
SCALE IN FEET

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CITY PROJECT NO.

DAYTON, MINNESOTA

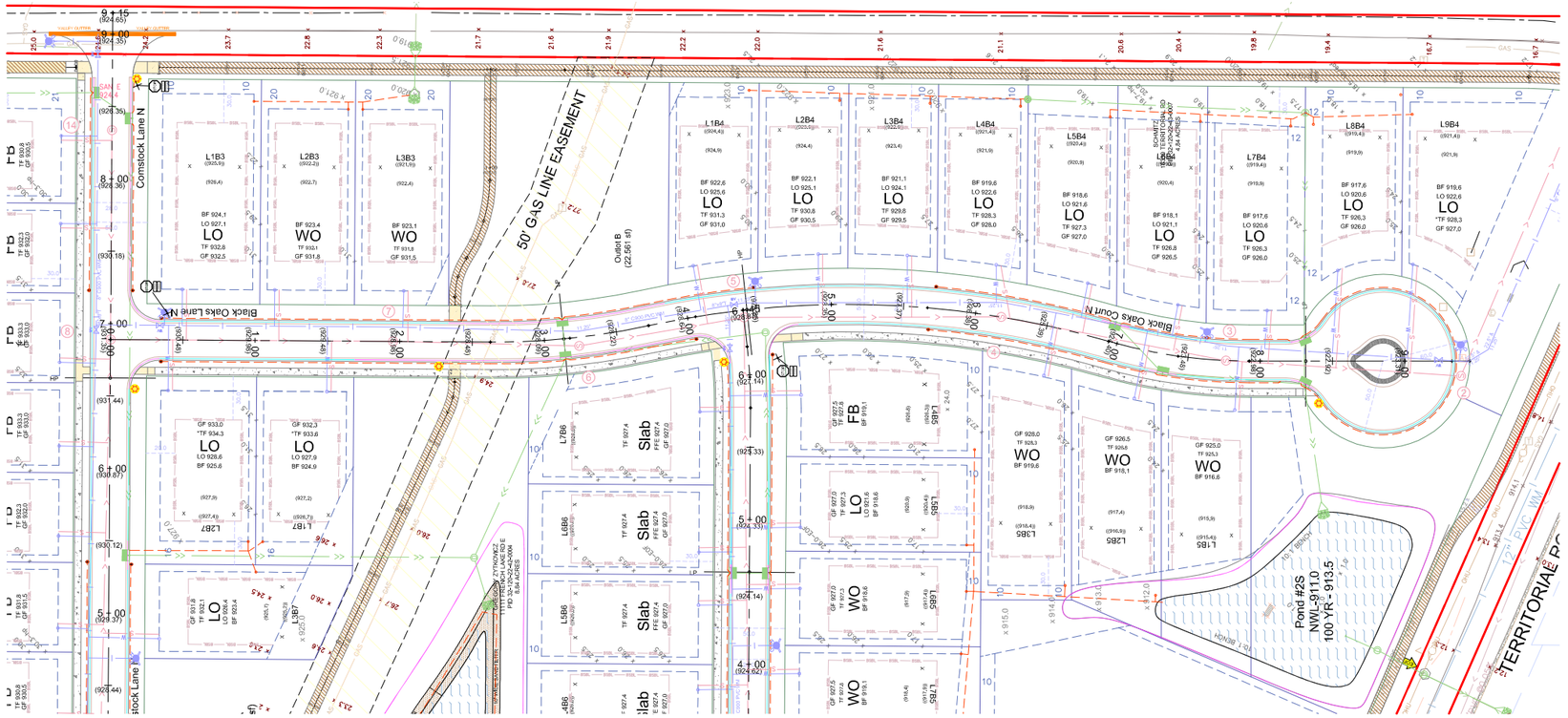
FINAL STREET PLAN

TERRITORIAL GROVE

PULTE GROUP

FILE NO.
72905-1177

3



LEGEND

DESCRIPTION	PROPOSED	EXISTING
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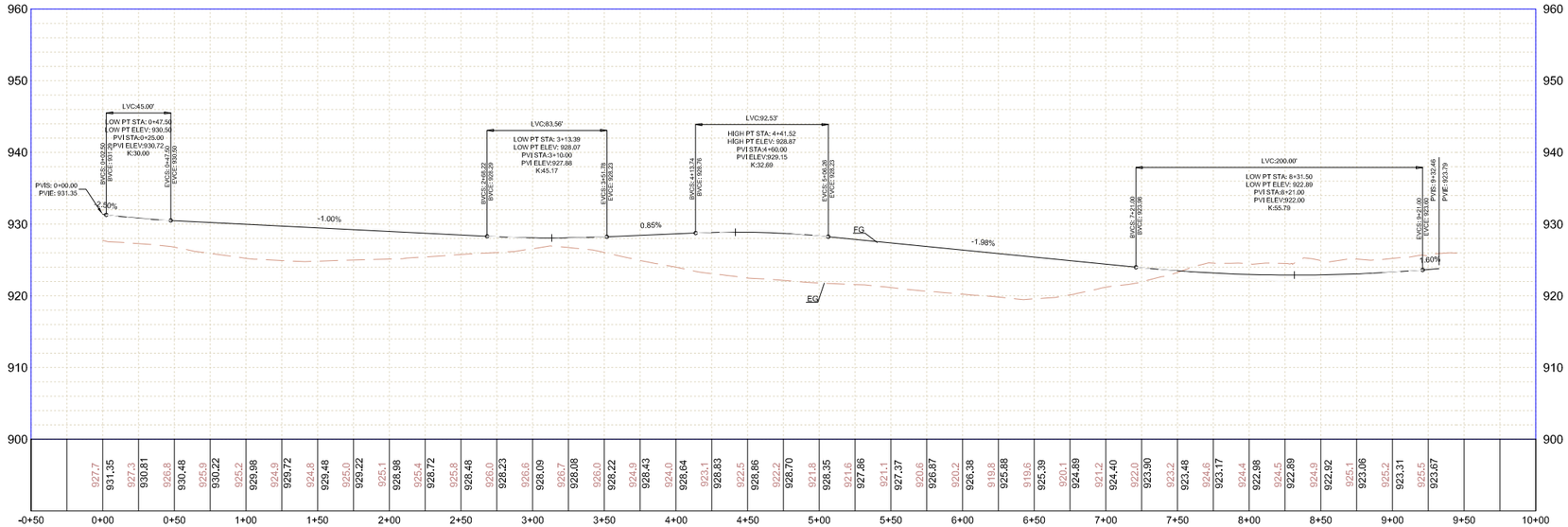
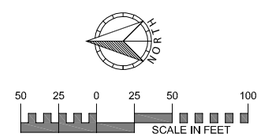
GARAGE SETBACK LINE	GSBL	GSBL
PARCEL BOUNDARY LINE		
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
SAN/WM SERVICE		
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION W/RIP-RAP		
STORM STUCTURE LABEL	CB H3	CB H3
DRAINTILE W/CLEANOUTS		
SANITARY STUCTURE LABEL		
SANITARY SEWER MANHOLE		
WATERMAIN		
HYDRANT		
GATE VALVE		

BLACK OAKS LN N





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CITY PROJECT NO.

DAYTON, MINNESOTA

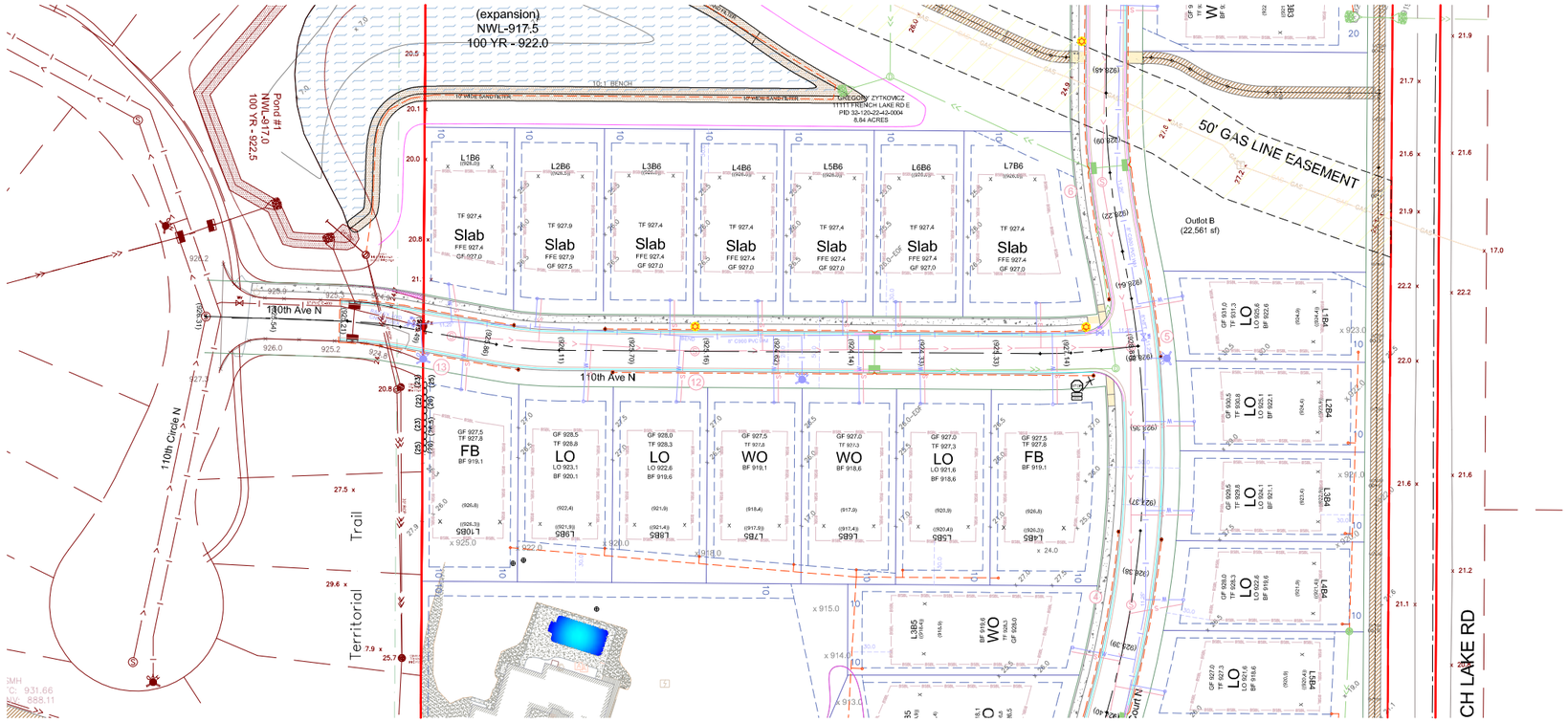
FINAL STREET PLAN

TERRITORIAL GROVE

PULTE GROUP

FILE NO. 72905-1177

4



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GARAGE SETBACK LINE	GSBL	GSBL
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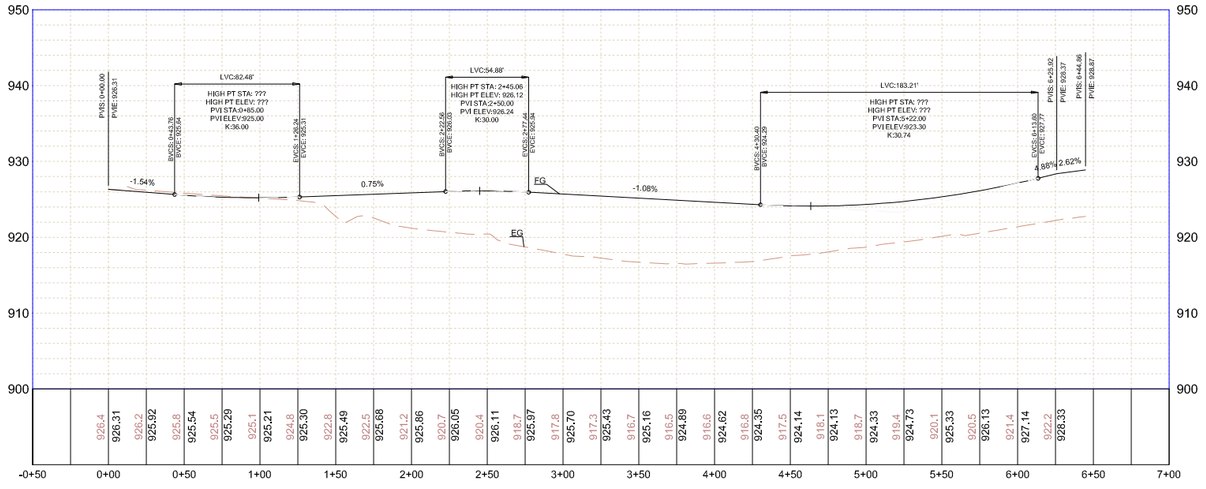
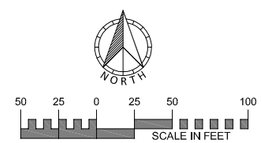
RIGHT-OF-WAY		
SAN/WM SERVICE	S W	S W
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION W/RIP-RAP		
STORM STUCTURE LABEL	CB H3	CB H3
DRAINTILE W/CLEANOUTS		
SANITARY STUCTURE LABEL	(MH)	(MH)
SANITARY SEWER MANHOLE		
WATERMAIN		
HYDRANT		
GATE VALVE		

110TH AVE N





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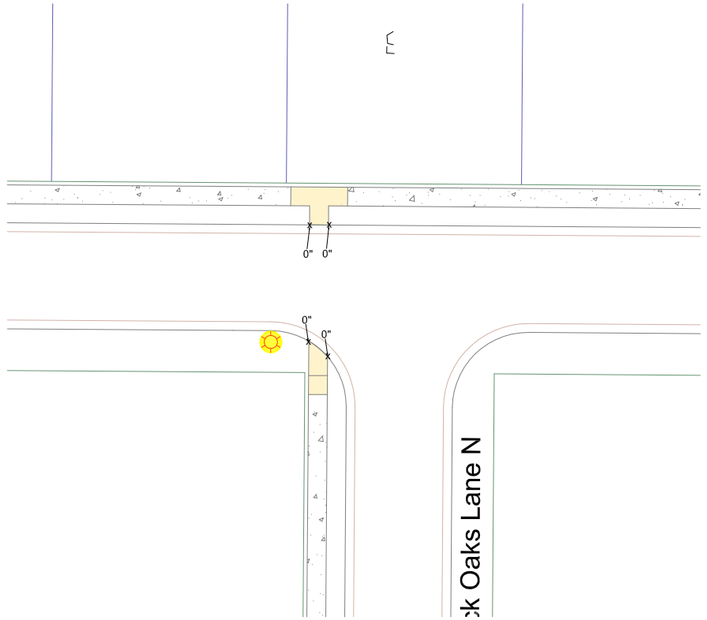
DAYTON, MINNESOTA

FINAL STREET PLAN

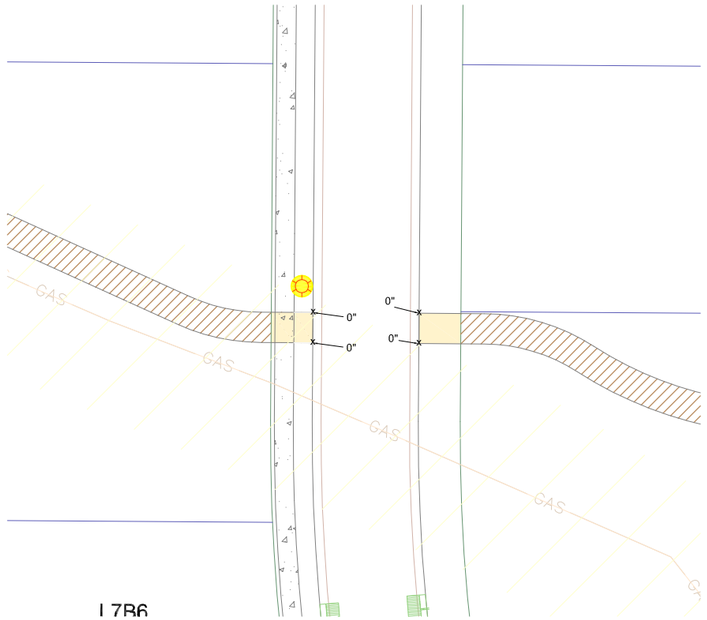
TERRITORIAL GROVE

PULTE GROUP

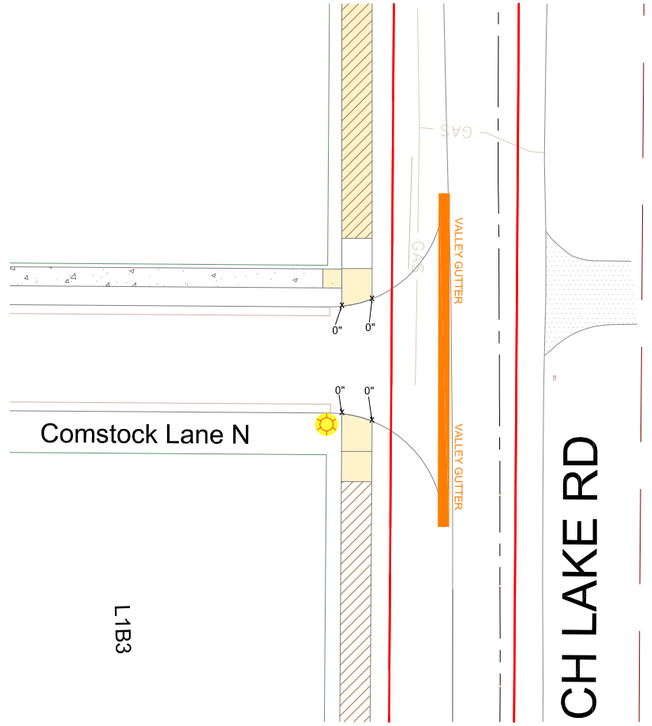
FILE NO. 72905-1177



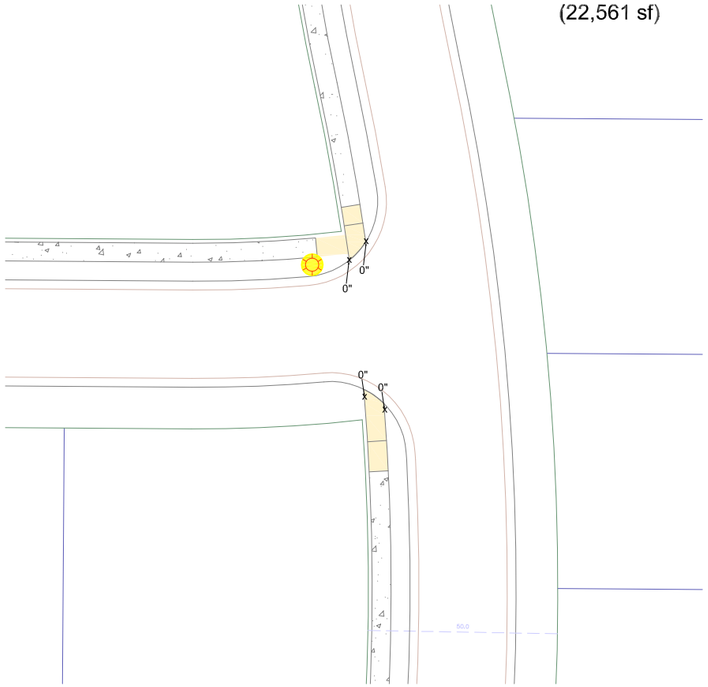
COMSTOCK LANE N & BLACK OAKS LANE N



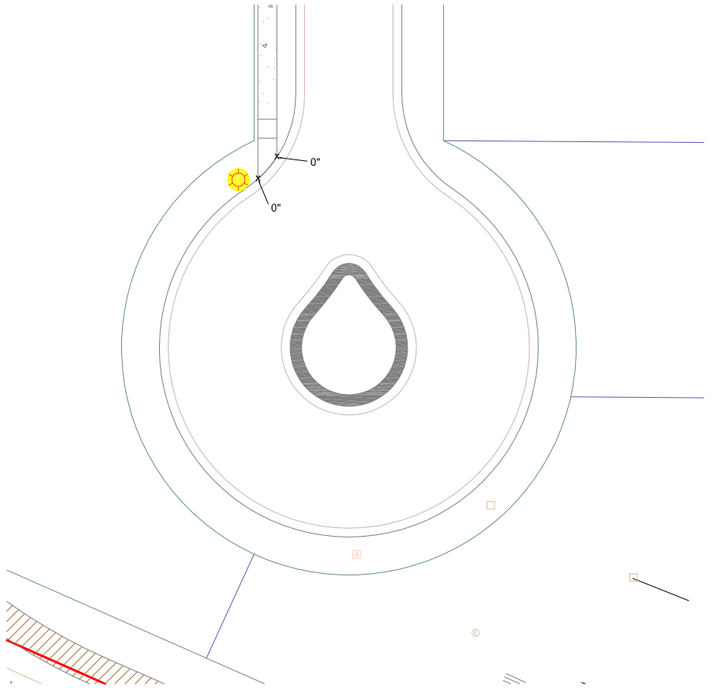
BLACK OAKS LANE N TRAIL CROSSING



COMSTOCK LANE N & FRENCH LAKE ROAD



110TH AVE N & BLACK OAKS LANE N



BLACK OAKS LANE N CUL-DE-SAC

(S) INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND THE CROSS SLOPE SHALL NOT EXCEED 2.0%

(F) INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE GREATER THAN 2.0% AND LESS THAN 5.0% IN THE DIRECTION SHOWN AND THE CROSS SLOPE SHALL NOT EXCEED 2.0%

INDICATES CURB HEIGHT - TAPER TO MATCH CURB HEIGHT AS NECESSARY UPON PED RAMP DESIGN

LANDING AREA - 4'4' MINIMUM (5'x5' PREFERRED) DIMENSION AND MAX 2.0% SLOPE IN ALL DIRECTIONS. LANDING SHALL BE FULL WIDTH OF INCOMING PARS.

PER MNDOT PEDESTRIAN CURB RAMP DETAILS

NORTH

20 10 0 10 20 40

SCALE IN FEET

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CITY PROJECT NO.

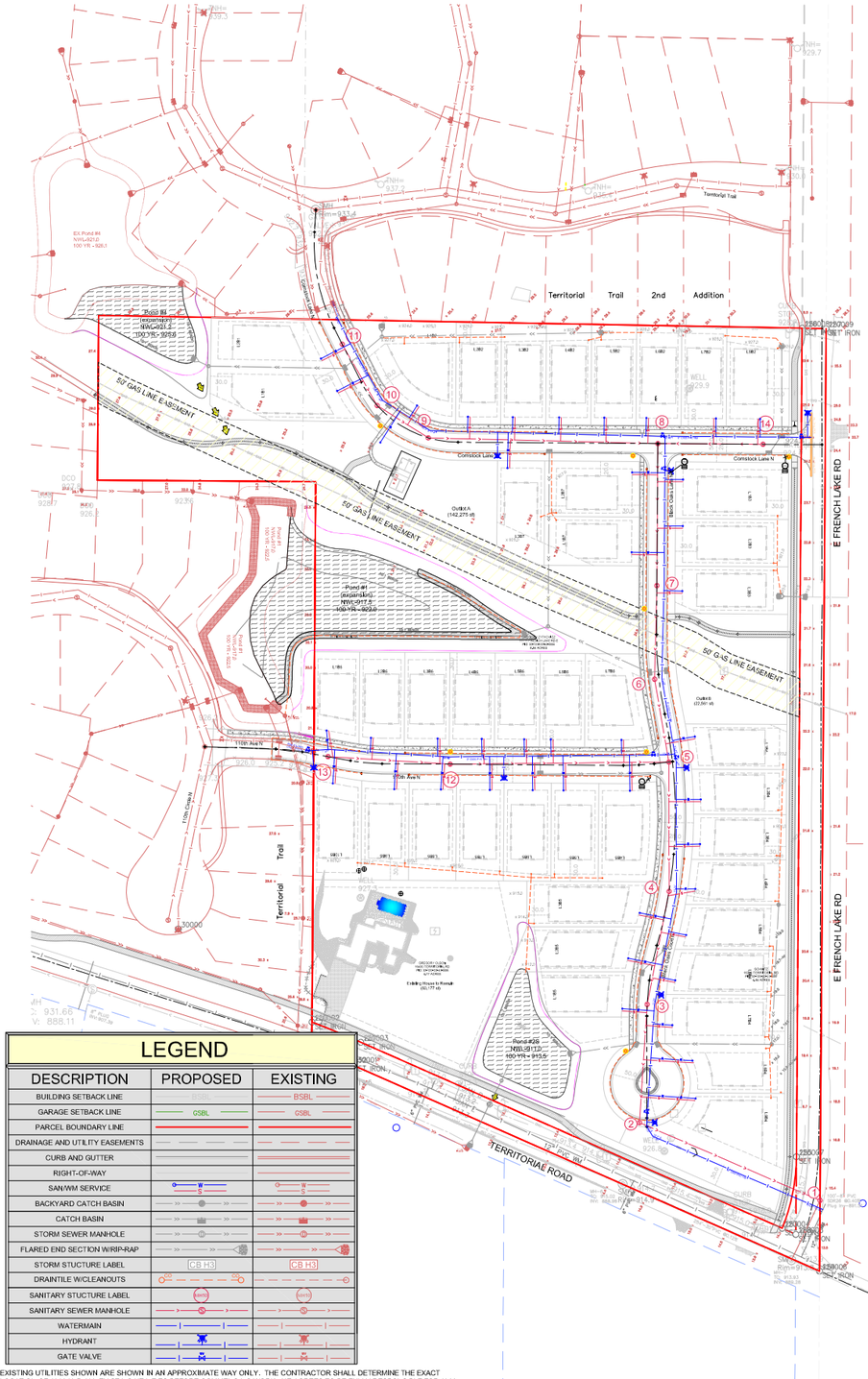
DAYTON, MINNESOTA

FINAL STREET PLAN - PED RAMPS

TERRITORIAL GROVE

PULTE GROUP

FILE NO. 72905-1177


Territorial Trail 2nd Addition
50' GAS LINE EASEMENT
E FRENCH LAKE RD
TERRITORIAL ROAD
Comstock Lane
Comstock Lane N
Black Oak Trail
Territorial Trail
Pond #4 (expansion) NWL=923.2 100 YR.=926.8
Pond #3 NWL=917.5 100 YR.=920.0
Pond #13 NWL=913.0 100 YR.=915.5
EX Pond #4 NWL=923.0 100 YR.=926.1
OutMA (142,275 sf)
OutMB (22,297 sf)
CBOX 929.7
CBOX 930.3
CBOX 929.9
SET IRON
SLT POST IRON
INVE 923.0
INVE 926.2
INVE 931.68
INVE 888.11
Pond Area
Drainage Area
Existing Home to Remain (61,777 sf)
Existing Home to Remain (61,777 sf)
Existing Home to Remain (61,777 sf)

LEGEND		
DESCRIPTION	PROPOSED	EXISTING
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GARAGE SETBACK LINE	GSBL	GSBL
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HYDRANT		
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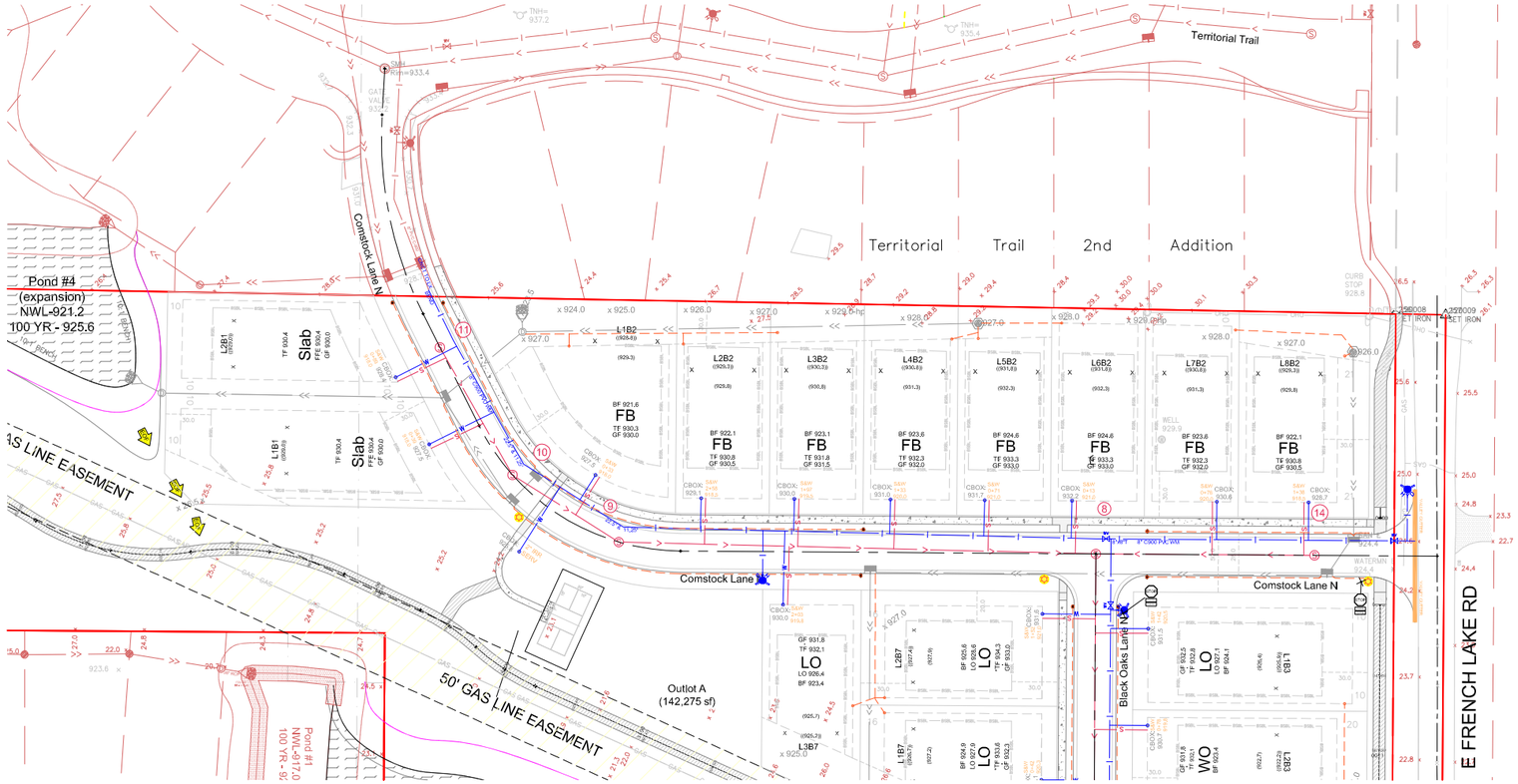
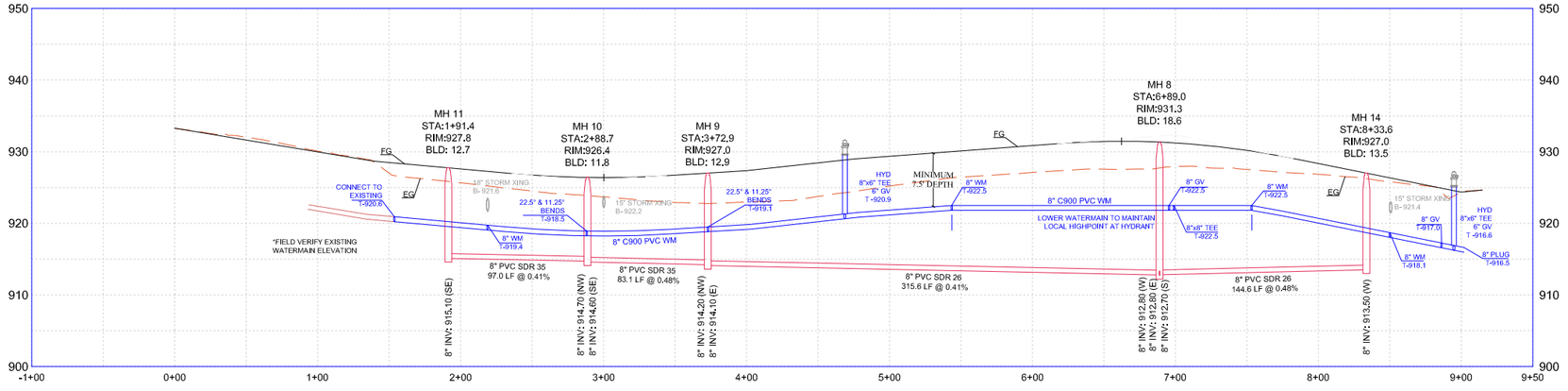


COMSTOCK LN N



NORTH

50 25 0 25 50 100

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CITY PROJECT NO.
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DAYTON, MINNESOTA

FINAL SANITARY SEWER & WATERMAIN PLAN
TERRITORIAL GROVE
PULTE GROUP

FILE NO. 72905-1177

LEGEND		
DESCRIPTION	PROPOSED	EXISTING
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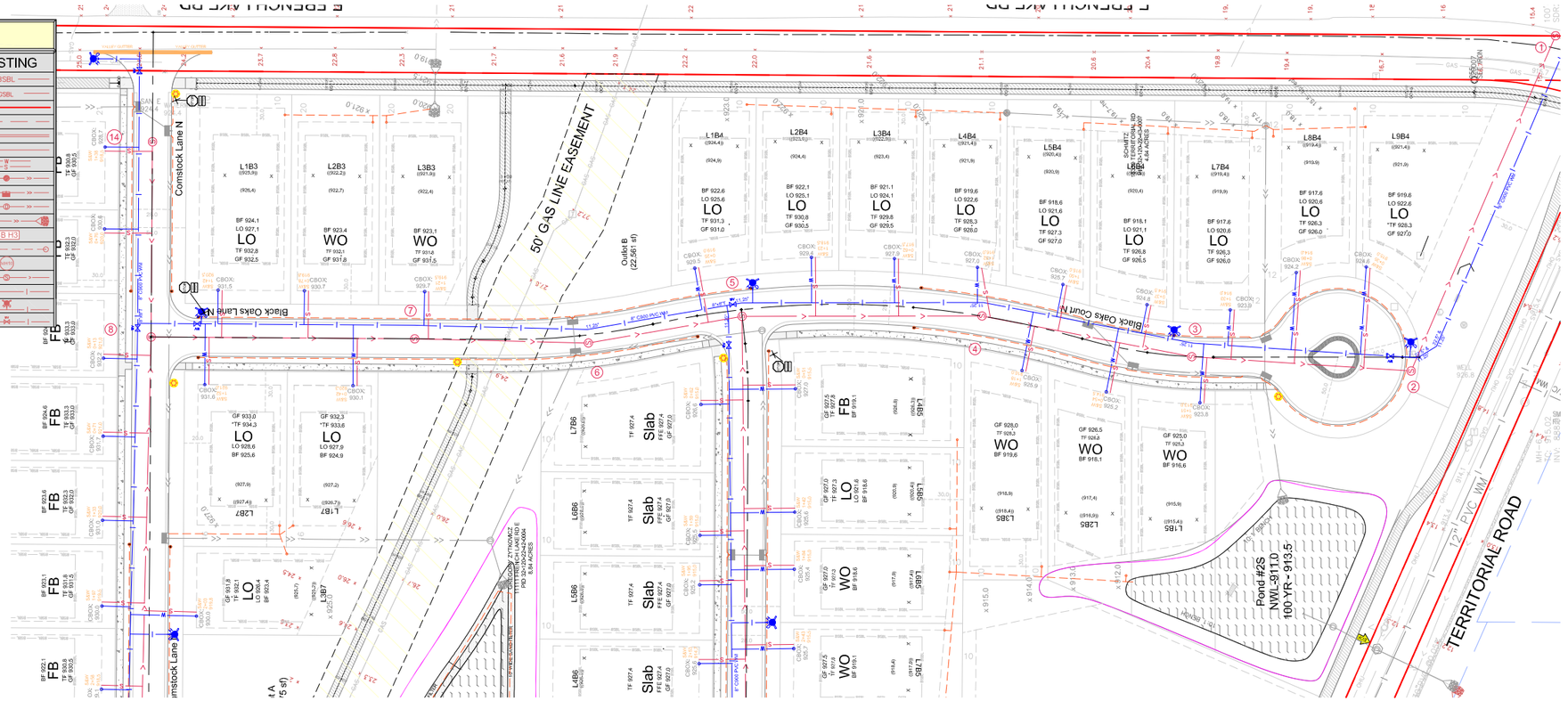
GARAGE SETBACK LINE	GSBL	GSBL
PARCEL BOUNDARY LINE		
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
SAN/WM SERVICE		
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION W/RIP-RAP		
STORM STUCTURE LABEL	CB H3	CB H3
DRAINTILE W/CLEANOUTS		
SANITARY STUCTURE LABEL	SAN	SAN
SANITARY SEWER MANHOLE		
WATERMAIN		
HYDRANT		
GATE VALVE		



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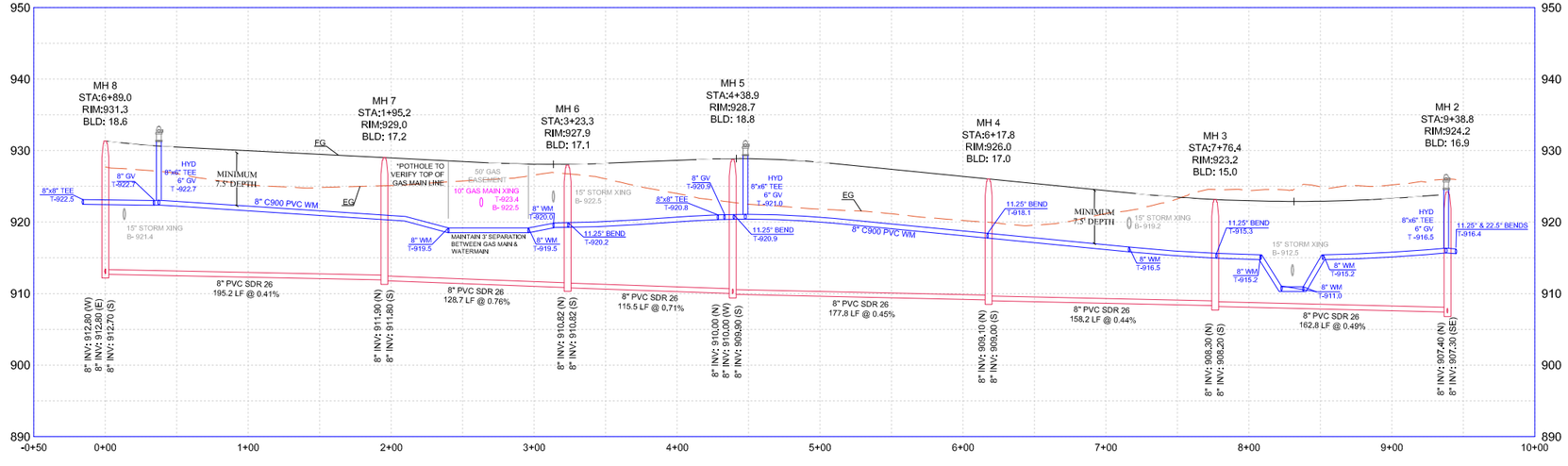

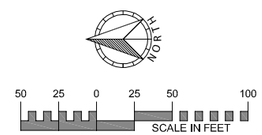

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Eric R Johnson

ERIC R. JOHNSON, P.E.
Date: 02/19/25 Lic. No. 26428

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

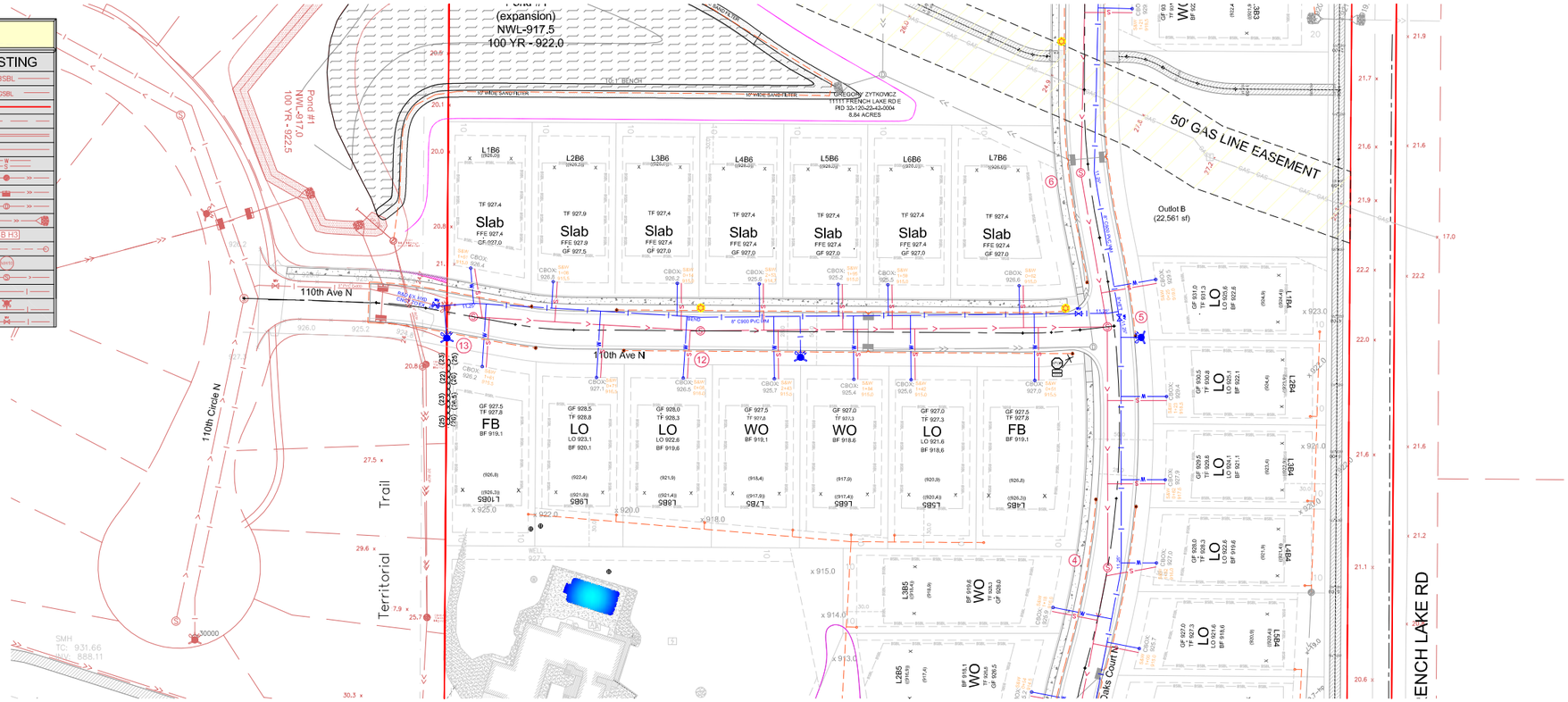
CITY PROJECT NO.
--

DAYTON, MINNESOTA

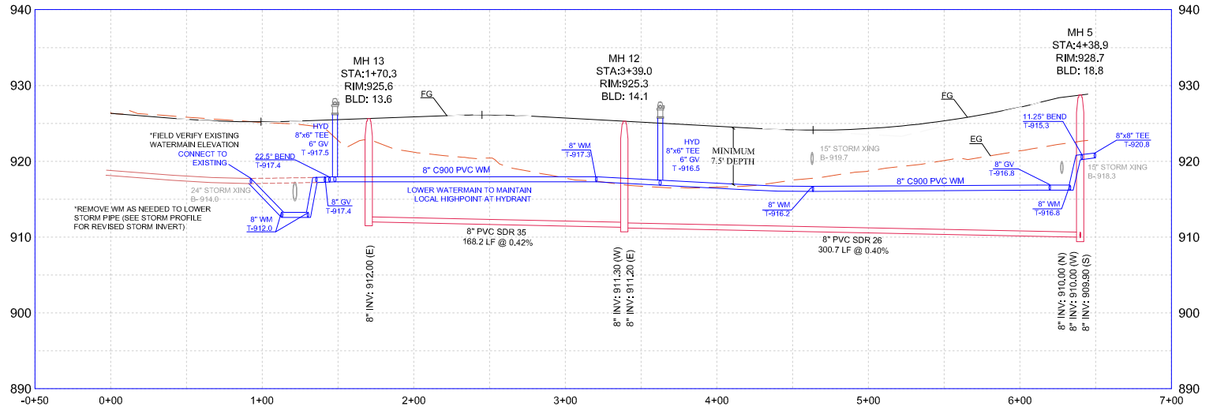
FINAL SANITARY SEWER & WATERMAIN PLAN
TERRITORIAL GROVE
PULTE GROUP

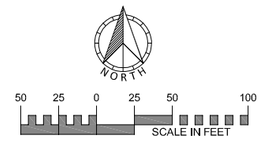
FILE NO.
72905-1177

LEGEND		
DESCRIPTION	PROPOSED	EXISTING
BUILDING SETBACK LINE	BSBL	BSBL
GARAGE SETBACK LINE	GSBL	GSBL
PARCEL BOUNDARY LINE		
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
SAN/WM SERVICE	W S	W S
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION W/RIP-RAP		
STORM STUCTURE LABEL	CB H3	CB H3
DRAINTILE W/CLEANOUTS	CO	CO
SANITARY STUCTURE LABEL	SAN1	SAN1
SANITARY SEWER MANHOLE		
WATERMAIN		
HYDRANT		
GATE VALVE		



110TH AVE N





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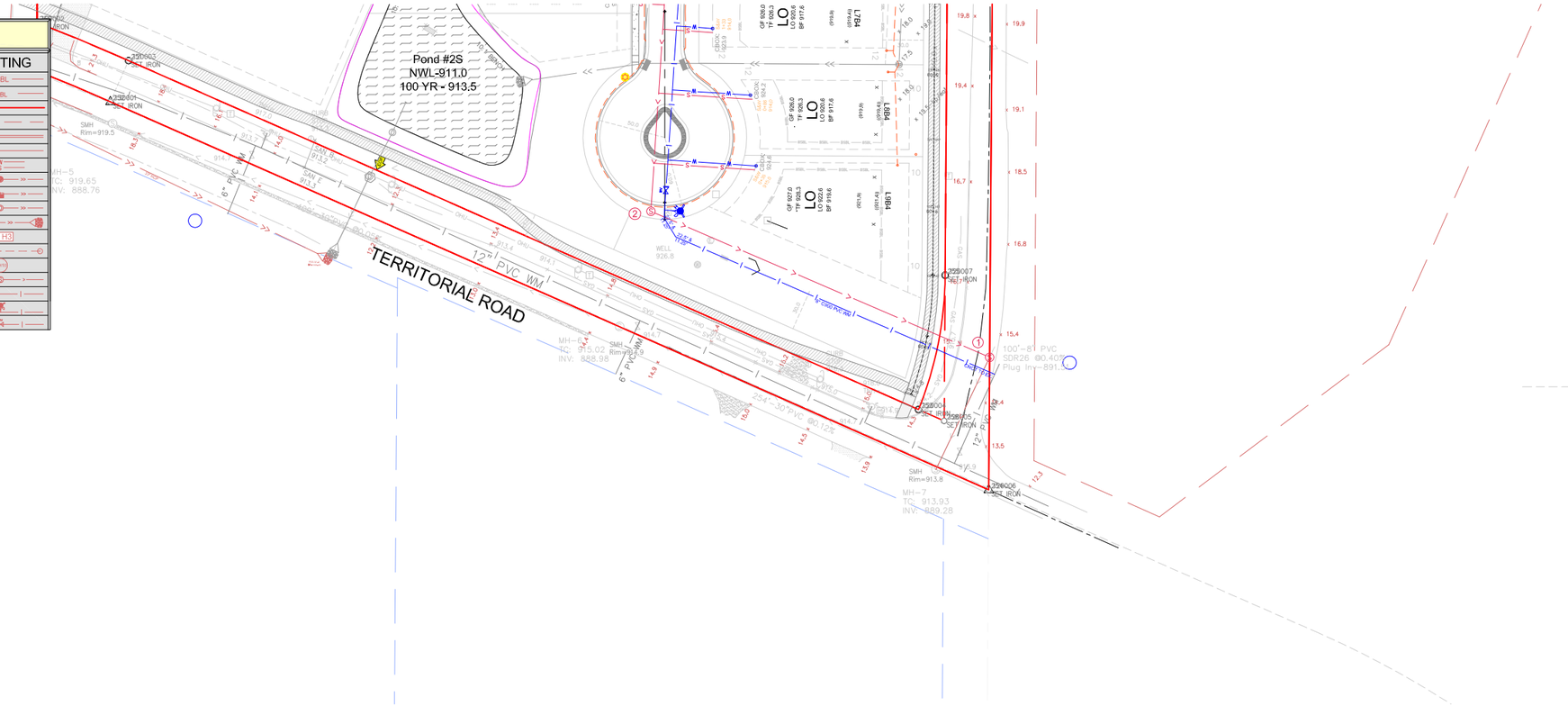
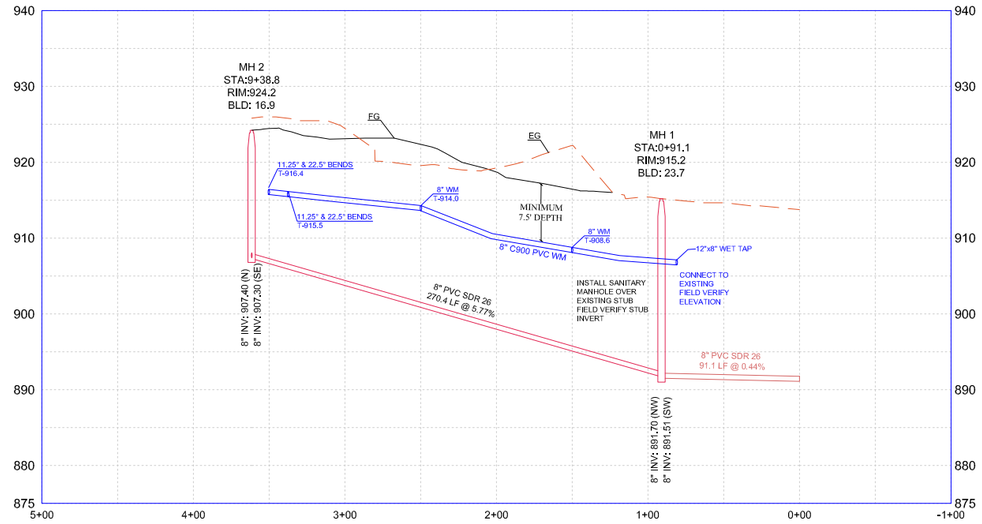
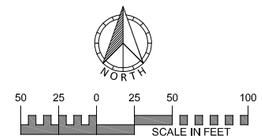
DRAINTILE W/CLEANOUTS	CO	
SANITARY STUCTURE LABEL	SAN	SAN
SANITARY SEWER MANHOLE		
WATERMAIN		
HYDRANT		
GATE VALVE		



WATERMAIN CONNECTION (FRENCH LAKE ROAD)





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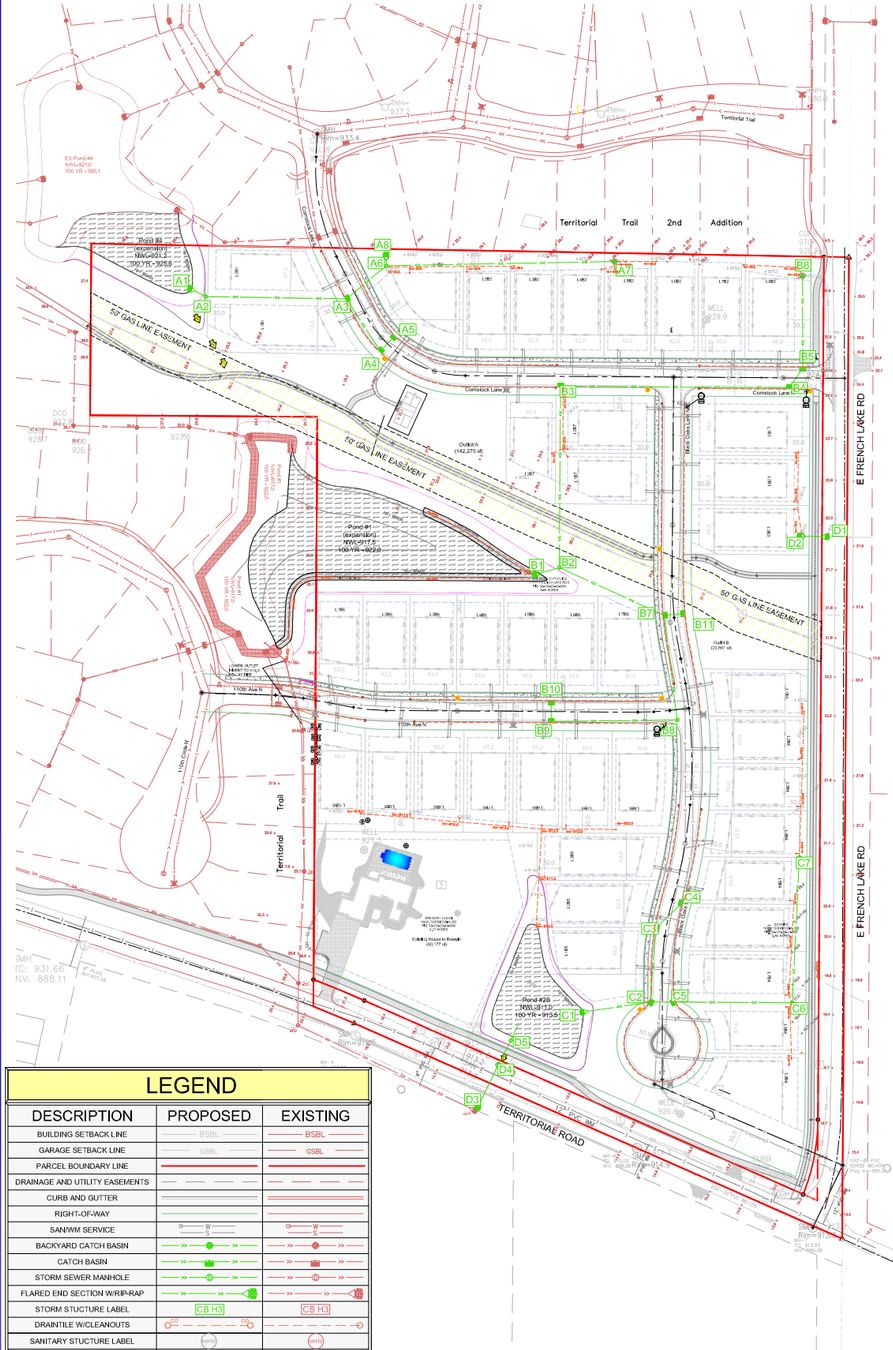

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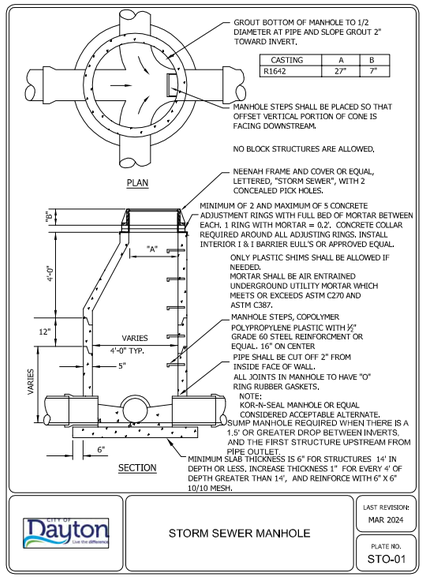
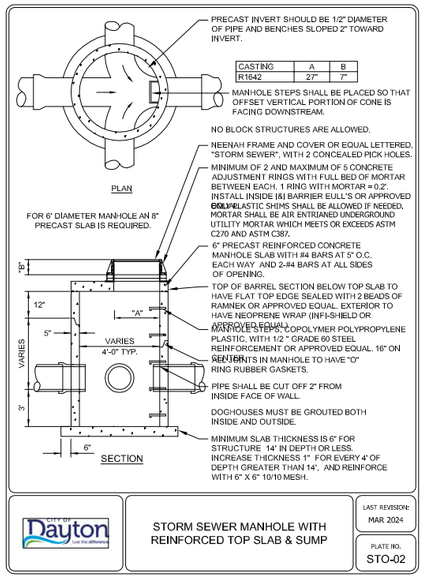
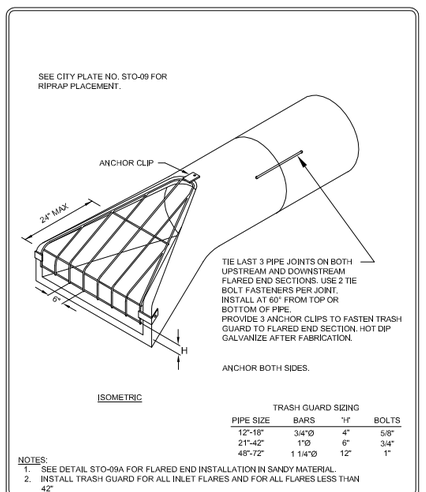


City of Dayton	STORM SEWER MANHOLE	LAST REVISION: MAR 2024 PLATE NO. STO-01



City of Dayton	STORM SEWER MANHOLE WITH REINFORCED TOP SLAB & SUMP	LAST REVISION: MAR 2024 PLATE NO. STO-02



TRASH GUARD SIZING

PIPE SIZE	BARS	"H"	BOLTS
12"-18"	3/4"Ø	4"	5/8"
21"-42"	1"Ø	6"	3/4"
48"-72"	1 1/4"Ø	12"	1"

NOTES:
1. SEE DETAIL STO-09A FOR FLARED END INSTALLATION IN SANDY MATERIAL.
2. INSTALL TRASH GUARD FOR ALL INLET FLARES AND FOR ALL FLARES LESS THAN 42"

City of Dayton	FLARED END SECTION AND TRASH GUARD	LAST REVISION: MAR 2024 PLATE NO. STO-08

Storm Sewer Table									
Start Structure	Start Rim Elev	Start Inv	Size	Materal	Length	Slope	End Structure	End Rim Elev	End Inv
A1	920.8	921.00	21.0"	RCP	20.3 LF	0.49%	A2	925.5	921.10
A2	925.5	921.10	21.0"	RCP	185.8 LF	0.27%	A3	926.8	921.60
A3	926.9	921.80	18.0"	RCP	68.5 LF	0.29%	A6	925.7	922.00
A3	926.9	921.60	18.0"	RCP	82.2 LF	0.85%	A4	926.0	922.30
A4	926.1	922.30	15.0"	RCP	26.2 LF	0.38%	A5	926.0	922.40
A6	925.7	923.00	18.0"	RCP	12.3 LF	4.08%	A8	923.3	923.50
A6	925.7	922.00	18.0"	RCP	301.4 LF	0.33%	A7	926.8	923.00

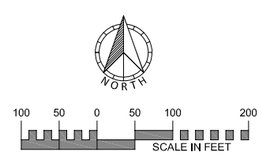
Storm Sewer Table									
Start Structure	Start Rim Elev	Start Inv	Size	Materal	Length	Slope	End Structure	End Rim Elev	End Inv
B1	917.5	917.00	24.0"	RCP	31.5 LF	0.51%	B2	922.3	917.16
B2	922.3	917.20	21.0"	RCP	151.8 LF	0.53%	B7	927.7	918.00
B2	922.4	919.00	15.0"	RCP	239.0 LF	0.42%	B3	929.6	920.00
B3	929.6	920.00	15.0"	RCP	301.9 LF	0.33%	B4	926.3	921.00
B4	926.3	921.50	15.0"	RCP	31.8 LF	0.63%	B5	925.6	921.70
B5	925.6	921.70	15.0"	RCP	121.2 LF	0.66%	B6	925.8	922.50
B7	927.7	922.00	15.0"	RCP	26.3 LF	7.24%	B11	927.7	923.90
B7	927.7	918.10	15.0"	RCP	139.1 LF	0.36%	B8	927.8	918.60
B8	927.8	918.60	15.0"	RCP	166.5 LF	0.42%	B9	923.8	919.30
B9	923.8	919.50	15.0"	RCP	26.3 LF	1.90%	B10	923.7	920.00

Storm Sewer Table									
Start Structure	Start Rim Elev	Start Inv	Size	Materal	Length	Slope	End Structure	End Rim Elev	End Inv
C1	911.4	911.00	18.0"	RCP	88.2 LF	1.13%	C2	922.3	912.00
C2	922.3	912.30	15.0"	RCP	31.8 LF	2.20%	C5	922.3	913.00
C2	922.3	916.50	15.0"	RCP	98.2 LF	2.55%	C3	923.4	919.00
C3	923.4	919.00	15.0"	RCP	47.1 LF	1.06%	C4	924.1	919.50
C5	922.3	913.00	15.0"	RCP	155.7 LF	0.64%	C6	917.3	914.00
C6	917.3	914.00	15.0"	RCP	192.1 LF	0.52%	C7	917.9	915.00

Storm Sewer Table									
Start Structure	Start Rim Elev	Start Inv	Size	Materal	Length	Slope	End Structure	End Rim Elev	End Inv
A12	915.6	913.57	24.0"	RCP	95.5 LF	3.08%	EX 1	918.5	916.51
D1	920.0	919.00	12.0"	RCP	31.2 LF	1.60%	D2	920.5	919.50
D3	908.6	906.60	24.0"	RCP	60.1 LF	2.50%	D4	910.1	908.10
D4	910.5	908.50	24.0"	RCP	36.5 LF	4.11%	D5	912.0	910.00
D5	910.2	909.00	15.0"	RCP	24.2 LF	-4.13%		909.2	908.00
EX 1	916.2	914.21	24.0"	RCP	35.6 LF	-1.99%		915.5	913.50
Structure - (89)	914.5	912.46	24.0"	RCP	185.2 LF	0.60%	A12	915.6	913.57

NOTES

1. 4" DRAINTILE SHALL BE INSTALLED AT THE LOWPOINT CATCH BASINS 250' MIN. (STD.) IN EACH DIRECTION & 125' IN THE UPHILL DIRECTION FOR ON SLOPE CATCH BASINS. SEE DETAIL PLATE STO-13A.
2. 6" PERFORATED REAR YARD DRAINTILE W/WRAP SHALL BE INSTALLED THROUGH THE INFILTRATION/FILTRATION AREAS AS SHOWN ON THE PLANS.
3. TRASH GUARDS SHALL BE PLACED ON ALL FLARED END SECTIONS.
4. TIE ALL PIPE JOINTS BETWEEN STORM SEWER APRONS AND UPSTREAM STRUCTURE.
5. WIMCO'S OR APPROVED EQUAL TO BE INSTALLED AT ALL STORM INLETS.
6. GRANULAR MATERIAL SHALL BE PLACED UNDER STORM SEWER PIPE OR STRUCTURES THAT ARE LESS THAN 48" BELOW FINISHED GRADE AND EXTEND TO AT LEAST 48" BELOW FINISHED GRADE.
7. RIP-RAP FOR STORM SEWER SHALL BE CONSTRUCTED USING GRANITE ROCK,1' DIAMETER OR LARGER AND SHALL BE HAND PLACED.
8. ALL ADJUSTING RINGS TO BE CONCRETE.
9. ALL EXISTING STORM SEWER PIPES NOT BEING REMOVED MUST FUNCTION AFTER ROADWORK HAS BEEN COMPLETED.
10. IF ACTUAL DRIVEWAY LOCATIONS CONFLICT WITH CB LOCATIONS, CB'S SHALL BE REPLACED BY DEVELOPER WITH A MOUNTABLE CASTING AS APPROVED BY THE CITY.



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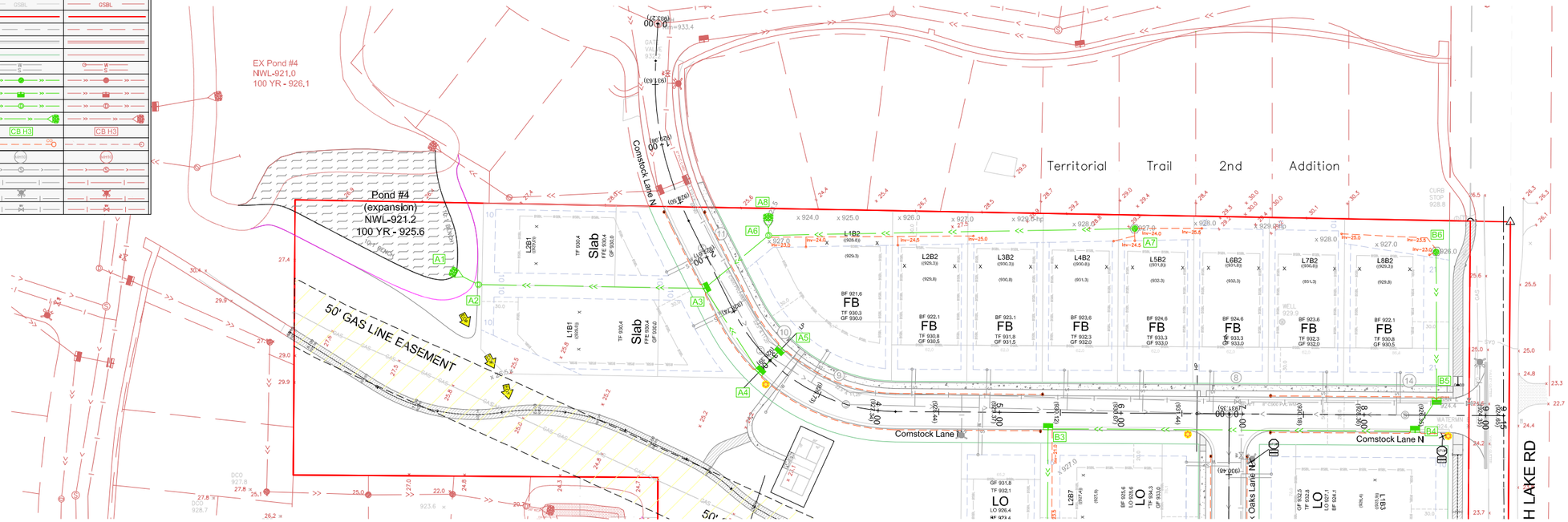

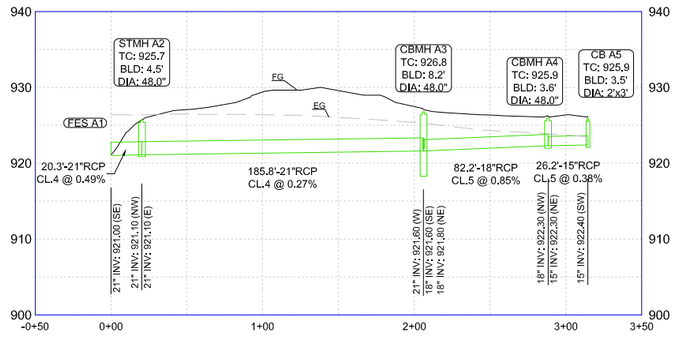

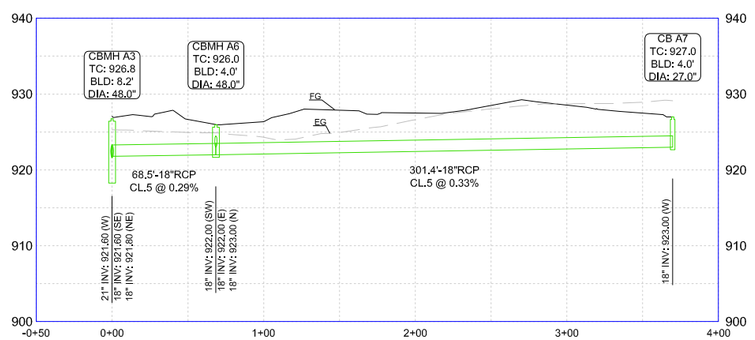

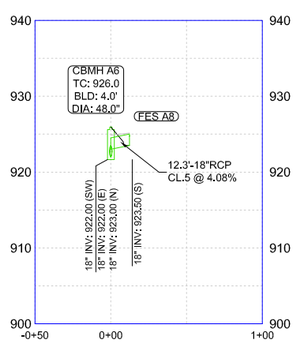

NORTH

50 25 0 25 50 100
SCALE IN FEET

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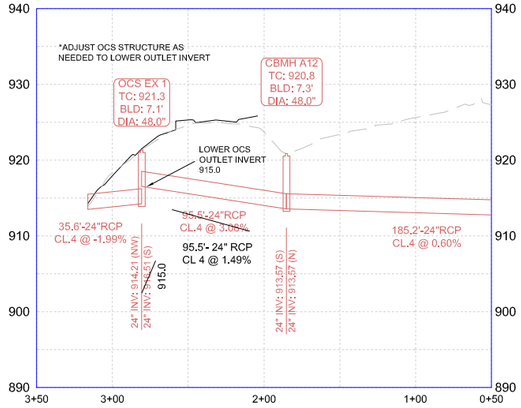
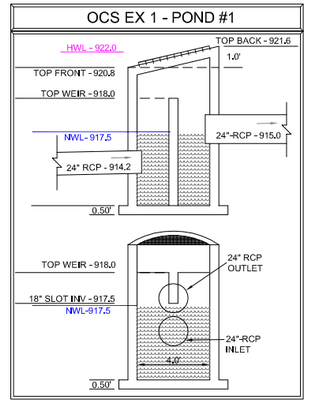
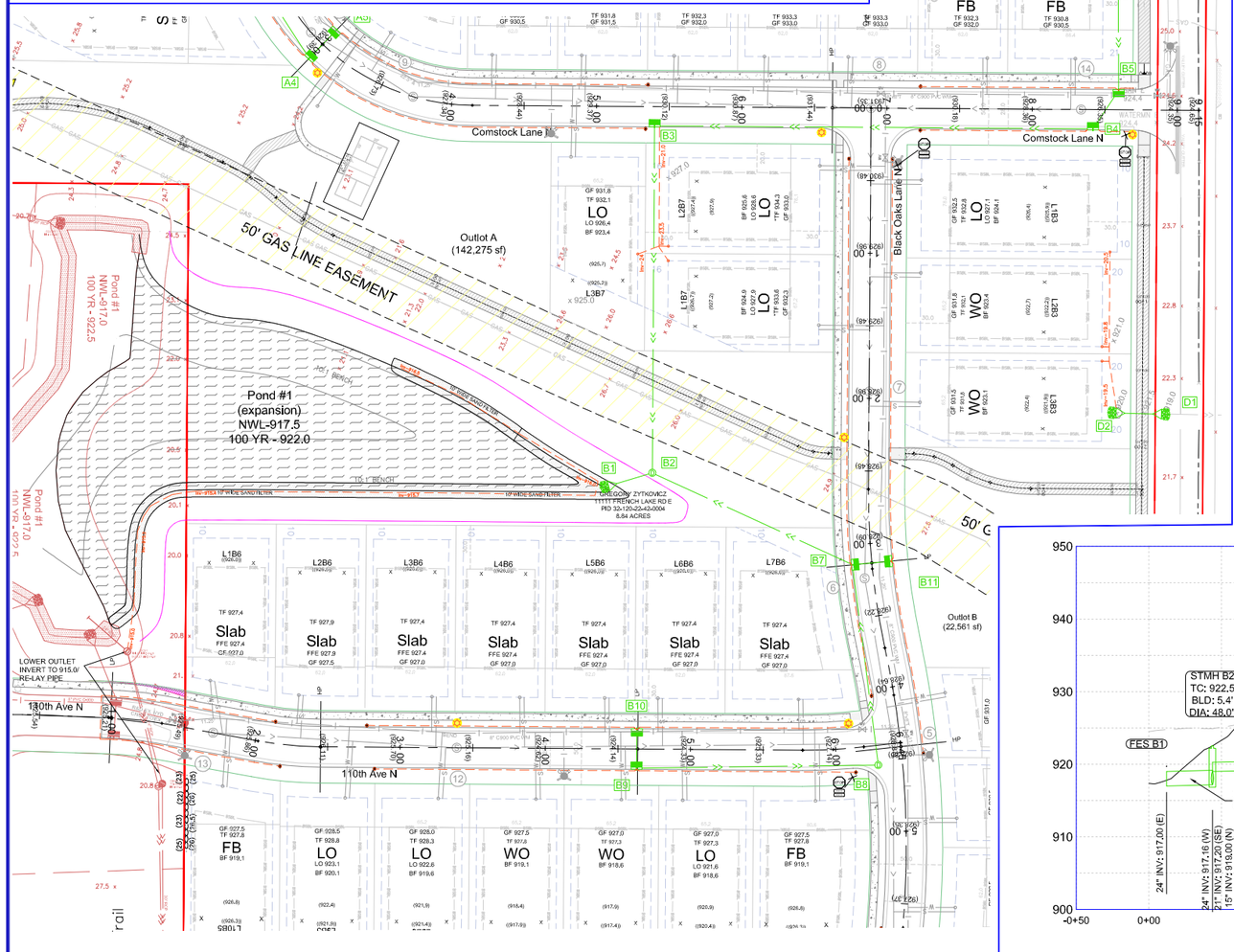
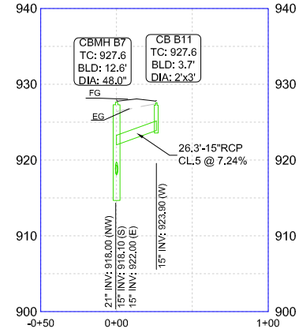
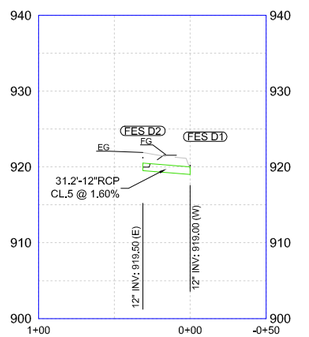




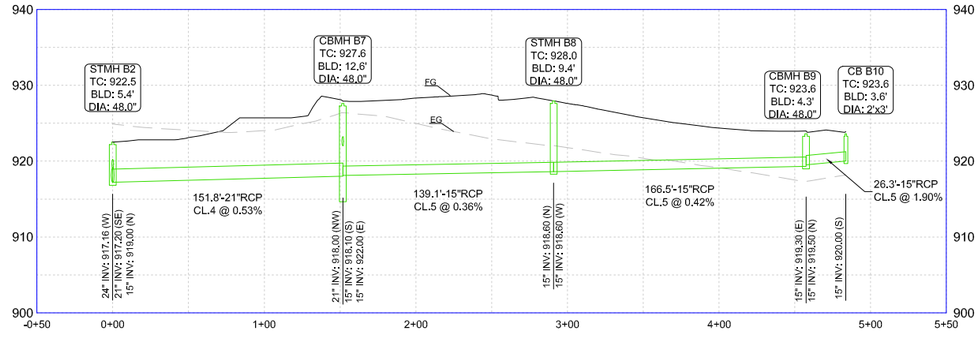


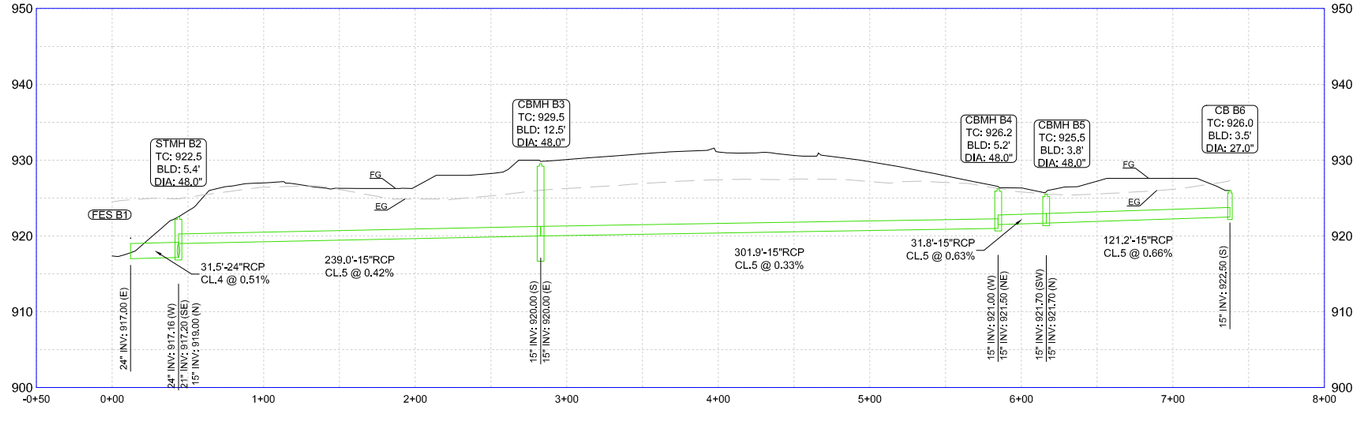




LEGEND

DESCRIPTION	PROPOSED	EXISTING
BUILDING SETBACK LINE	BSBL	BSBL
GARAGE SETBACK LINE	GSBL	GSBL
PARCEL BOUNDARY LINE		
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
SAN/WM SERVICE		
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION W/RIP-RAP		
STORM STUCTURE LABEL	CB H3	CB H3
DRAINTILE W/CLEANOUTS		
SANITARY STUCTURE LABEL		
SANITARY SEWER MANHOLE		
WATERMAIN		
HYDRANT		
GATE VALVE		





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TERRITORIAL	1			
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02/19/2025				

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Eric R Johnson

ERIC R. JOHNSON, P.E.
Date: 02/19/25 Lic. No. 26428

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

CITY PROJECT NO.
--

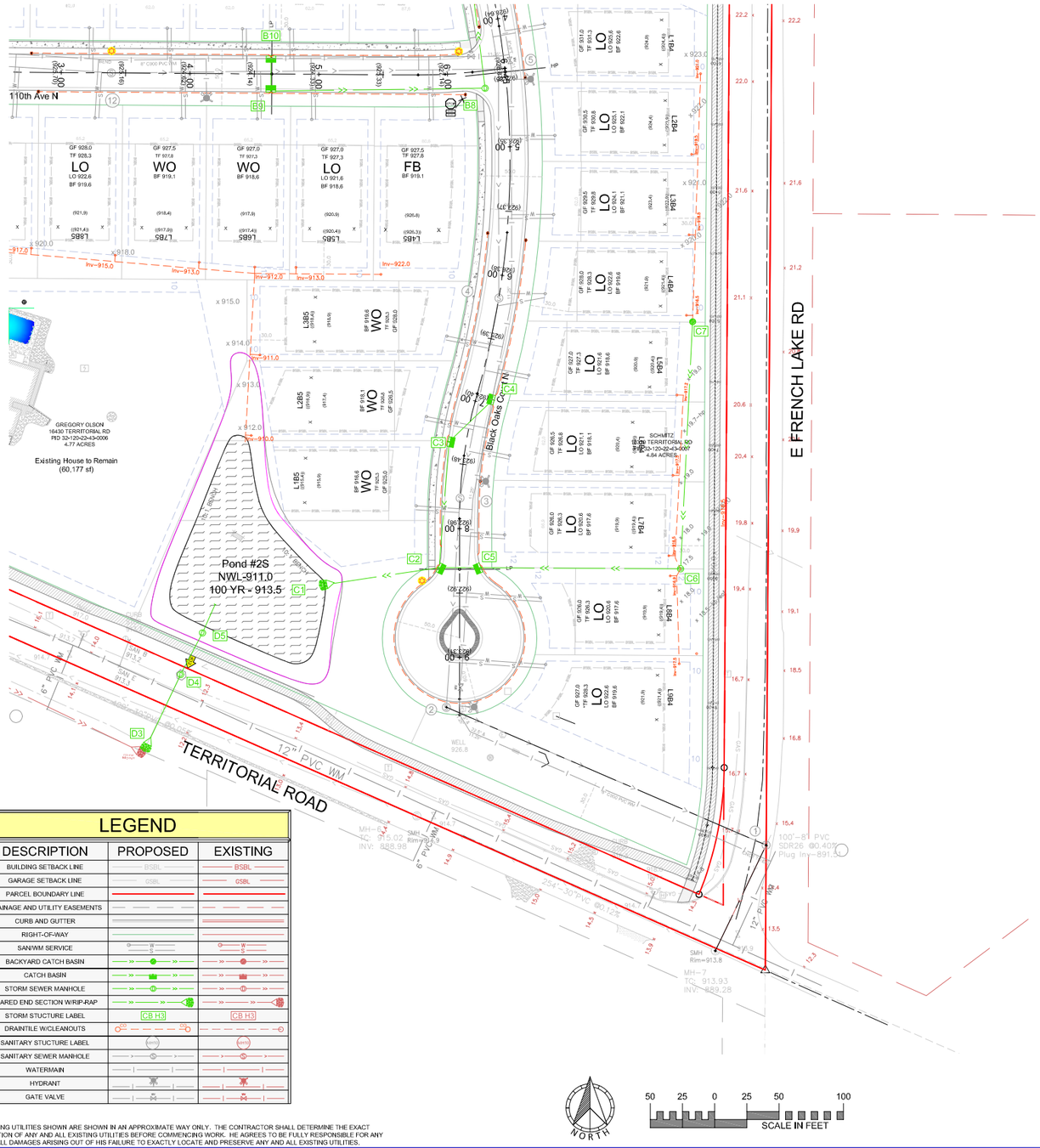
DAYTON, MINNESOTA

FINAL STORM SEWER PLAN

TERRITORIAL GROVE

PULTE GROUP

FILE NO.
72905-1177



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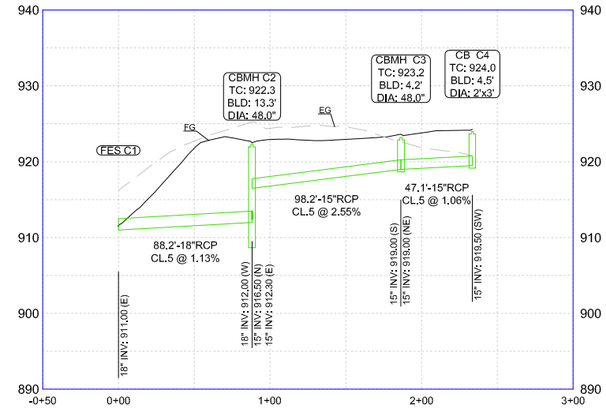

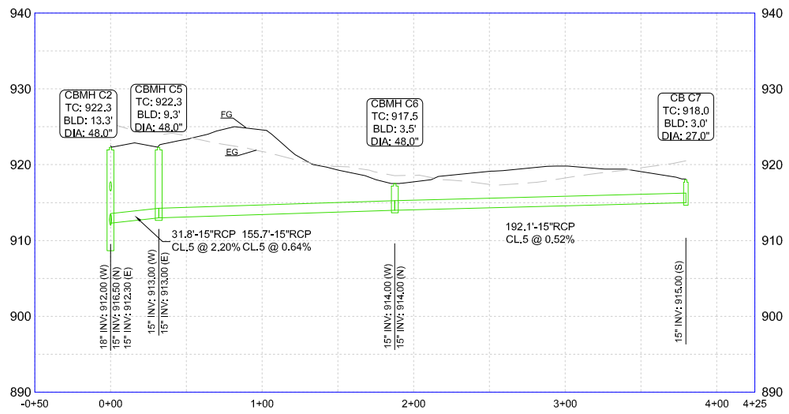

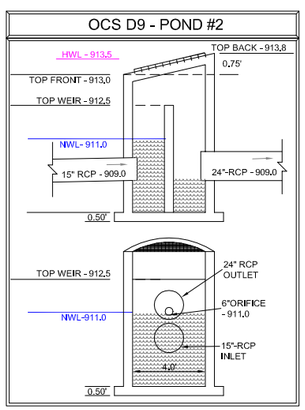

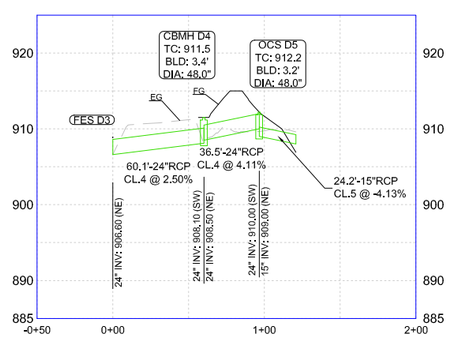

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CITY PROJECT NO.
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DAYTON, MINNESOTA

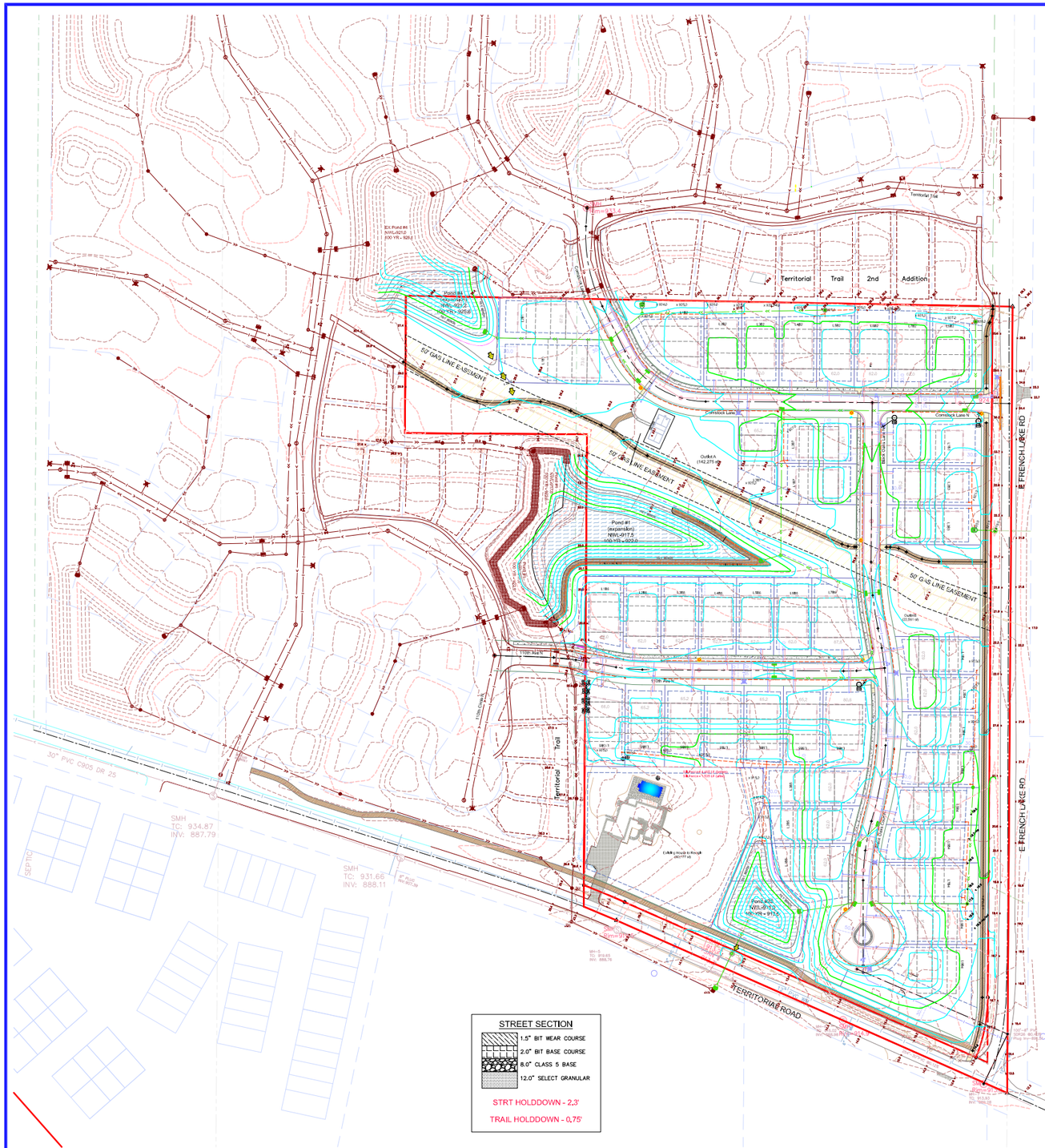
FINAL STORM SEWER PLAN

TERRITORIAL GROVE

PULTE GROUP

FILE NO.
72905-1177

15 / 26



STREET SECTION

STRT HOLDDOWN - 2.3'

TRAIL HOLDDOWN - 0.75'

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GENERAL NOTES:

1. INSTALL SILT FENCE AS SHOWN ON PLAN, AS REQUIRED BY THE CITY OF DAYTON OR DIRECTED BY THE ENGINEER.
2. THE WATER QUALITY POND MUST BE EXCAVATED AT THE BEGINNING OF GRADING OPERATIONS TO PROVIDE TEMPORARY STORM WATER DETENTION DURING CONSTRUCTION. SAND AND SILT MUST BE REMOVED FROM THE POND AS NECESSARY DURING CONSTRUCTION AND AT THE COMPLETION OF THE PROJECT.
3. BEGIN GRADING, INSTALL PERFORATED RISER PIPE IN POND WHEN POND GRADING IS COMPLETE. TEMPORARY DRAINAGE PIPE SHALL BE USED FOR INTERMEDIATE DRAINAGE DURING THE CONSTRUCTION PERIOD AS NECESSARY AND DIRECTED BY THE ENGINEER. INSTALL SILT FENCE AROUND EXCAVATED PONDS.
4. INSPECT POND, SILT FENCE, AND ROCK ENTRANCE BERM AFTER ALL RAINFALL EVENTS AS REQUIRED BY THE NPDES PERMIT.
5. LINE ALL PONDS WITH A MINIMUM 3" ORGANIC SOILS & SEED SLOPES BETWEEN NWL AND 100 YR HWL WITH A WATER TOLERANT MIX. (OR AS NOTED)
6. REMOVE PERFORATED RISER PIPE WHEN STORM SEWER AND OUTLET STRUCTURE FOR PONDS ARE INSTALLED.
7. POND - 10:1 BENCH (1 FOOT) THEN 3:1 MAX
8. LO & WO PADS 3:1 MAX. ALL OTHER SLOPES 3:1 MAX (UNLESS NOTED)
9. THE GRADING CONTRACTOR IS RESPONSIBLE FOR ALL STORM WATER INSPECTIONS ACCORDING TO THE MPCA STORM WATER PERMIT. THIS INCLUDES BOTH WEEKLY INSPECTIONS AND INSPECTIONS DONE AFTER A 0.5" RAIN EVENT. A COPY OF THE INSPECTION REPORT MUST BE EMAILED TO THE ENGINEER AND DEVELOPER ON A WEEKLY BASIS.
10. THE CONTRACTOR SHALL PLACE INLET PROTECTION DEVICES IN ACCORDANCE WITH THE CITY OF DAYTON FOR ALL STORM SEWER INLETS AND MAINTAIN THEM AS AN EFFECTIVE SILT CONTROL DEVICE. INLET PROTECTION SHALL BE REMOVED WHEN RESTORATION HAS BEEN ESTABLISHED.
11. ALL RETAINING WALLS GREATER THAN 4' IN HEIGHT WILL REQUIRE A STRUCTURAL DESIGN, A BUILDING PERMIT & A FINAL INSPECTION REPORT.
12. A 1"-2" CRUSHED ROCK ENTRANCE BERM SHALL BE PLACED AT THE SITE ENTRANCE, TO REPLACE SILT FENCE, AND MINIMIZE EROSION ON TO THE STREETS. THE ROCK BERMS SHALL BE THE WIDTH OF THE ENTRANCE AND 2 FEET HIGH WITH 4:1 SLOPES.
13. THE CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AWAY FROM THE BUILDING PAD AND STREET AREAS THROUGHOUT CONSTRUCTION.
14. THE CONTRACTOR SHALL ATTEMPT TO PREVENT SOIL MATERIALS FROM LEAVING THE SITE BY EROSION AND VEHICLE WHEEL TRACKING. HE SHALL BE RESPONSIBLE FOR CLEANING OF STREET, BOULEVARD AND UTILITY FACILITIES THAT RECEIVE ANY ERODED OR TRACKED SOIL MATERIAL OR OTHER CONSTRUCTION DEBRIS OR MATERIAL.
15. BUILDING PADS ARE 65' DEEP, UNLESS OTHERWISE NOTED. THE FRONT AND REAR BUILDING PAD LINES ARE SHOWN ON THE PLAN. THE ENGINEER SHOULD BE CONTACTED IF THE CONTRACTOR HAS ANY QUESTIONS REGARDING BUILDING PADS.
16. CONTRACTOR MUST COMPLY WITH CITY OF DAYTON WETLAND REPLACEMENT REQUIREMENTS.

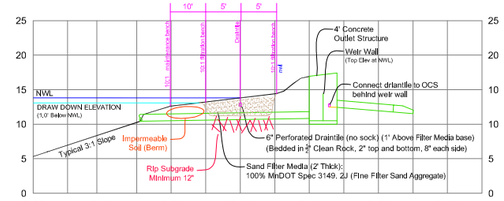
SYMBOL LEGEND

DESCRIPTION	PROPOSED	EXISTING
MINOR CONTOUR	972	958
MAJOR CONTOUR	970	960
LOT LINE		
BUILDING SETBACK LINE	BSBL	BSBL
GARAGE SETBACK LINE	GSBL	GSBL
PARCEL BOUNDARY LINE		
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION W/RIP-RAP		
SANITARY SEWER MANHOLE		
HYDRANT		
GATE VALVE		
DRAIN FLOW/RUNOFF ARROW		
EMERGENCY OVERFLOW SWALE	EOF	
SILT FENCE -PRE CONSTRUCTION)		
SILT FENCE -POST CONSTRUCTION)		
SPOT ELEVATION	x 960.0	x 960.0
TBC SPOT ELEVATION	x 960.00	

FILTRATION SHELF NOTES:

1. Initial excavation of the filtration shelves shall be dug 2' below the finished final grade.
2. The Sand Filter Media within the filtration shelves will be installed after the storm sewer outlet control structure is installed.
3. To prevent soil compaction, heavy equipment shall not be allowed within the filtration benchs at any time.
4. The bottom of the filtration benches/shelves shall be tilled a minimum of 12" prior to placing the sand filter media.
5. Relatively light equipment with tracks shall be used to excavate the filtration benches/shelves
6. Immediately upon completion of grading the filtration benches/shelves, silt fence shall be installed per the plan to establish perimeter control.
8. The sand filter media within the benches/shelves will be 2' deep with a 6" draintile raised one foot above the base of the sand filter media.
9. The sand filter media recommended by MNdot of 3149.2J (fine filter sand aggregate).
10. The mix for the filtration shelves should be 100% sand.

TYPICAL FILTRATION BENCH DETAIL



Note: Excavate filtration areas 2' below finished grade during grading activities to allow for placement of the bioretention soil during storm sewer installation.

RESTORATION NOTES

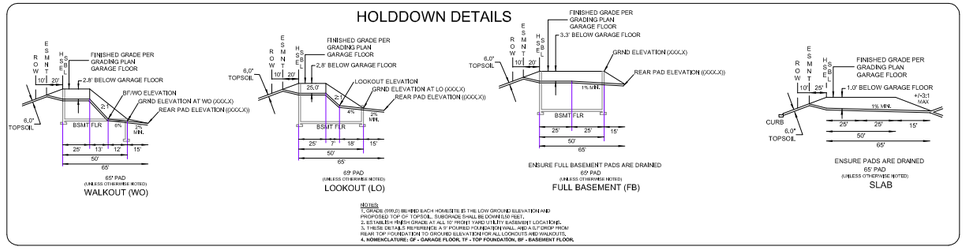
RESTORATION - XX ACRES

A. RESTORE ALL DISTURBED AREAS WITH 4" TO 6" OF TOPSOIL, OR EXISTING ON-SITE ORGANIC MTRL.
B. SEED WETLAND BUFFER AREAS WITH MN/DOT 35-241 (MESIC PRAIRE GENERAL, REPLACING MN/DOT 310)
C. SEED POND SLOPES AND DETENTION AREAS WITH MN/DOT 33-261 SEED MIX AT A RATE OF 100 LBS./ACRE AND FERTILIZE WITH 20-0-10 AT 100 LBS./ACRE. (VERIFY W/ CITY PUBLIC WORKS)
D. SEED BASIN AREAS WITH MN/DOT 33-261 SEED MIX AT A RATE OF 35 LBS./ACRE AND FERTILIZE WITH 20-0-10 AT 100 LBS./ACRE. (VERIFY W/ CITY PUBLIC WORKS)
E. SEED ALL OTHER DISTURBED AREAS WITH MNDOT 250 SEED MIX AT A RATE OF 100 LBS./ACRE AND FERTILIZE WITH 20-0-10 AT 100 LBS./ACRE. (UNLESS OTHERWISE NOTED)
F. ONLY PHOSPHOROUS FREE FERTILIZER IS TO BE USED ON SITE.
G. MULCH WITH TYPE 1 AT A RATE OF 2 TONS/ACRE AND DISC ANCHOR IMMEDIATELY AFTER PLACEMENT. USE WOODFIBER BLANKET ON ALL SLOPES 3:1 (FT) OR GREATER.
H. PLACE APPROVED STORM SEWER INLET PROTECTION IN OR AROUND ALL STORM SEWER INLETS AND MAINTAIN UNTIL STREET CONSTRUCTION IS COMPLETED. REFER TO CITY DETAILS ST-22 & ST-23 FOR APPROVED DEVICES.
I. MAINTAIN ALL SILT FENCE UNTIL TURF HAS BEEN ESTABLISHED.
J. RESTORATION WORK WILL BE COMPLETED WITHIN 72 HOURS OF GRADING COMPLETION.
K. SILT FENCE, BEFORE GRADING - X,XXX LF
AFTER GRADING - X,XXX LF
L. WOODFIBER BLANKET - XX SY

ON-SITE BMPS

1. NURP POND - NURP POND WILL BE UTILIZED TO MEET OR EXCEED QUALITY AND RATE CONTROL REQUIREMENTS.
2. SKIMMERS - THE POND OUTLET STRUCTURE INCLUDES A SUBMERGED INLET PIPE TO ALLOW SKIMMING.
3. RIP RAP - RIP RAP WILL BE UTILIZED AT ALL APRONS FOR ENERGY DISSIPATION AND PROVIDE SEDIMENT CONTROL. MUST BE INSTALLED OVER A SUITABLY GRADED FILTER MATERIAL OR FILTER FABRIC TO ENSURE THAT SOIL PARTICLES DO NOT MIGRATE THROUGH THE RIP RAP AND REDUCE ITS STABILITY.
4. INLET PROTECTION - INLET PROTECTION WILL BE INSTALLED AND MAINTAINED IN ALL CATCH BASINS & REAR YARD STRUCTURES. REFER TO THE CITY DETAILS TO DETERMINE WHICH INLET PROTECTION DEVICE IS APPLICABLE.
5. SLOPE STABILIZATION - SILT FENCE WILL BE INSTALLED ALONG DOWN GRADIENT GRADING LIMITS AND WOODFIBER BLANKET WILL BE UTILIZED ON ALL SLOPES 3:1 OR GREATER TO PROVIDE ADEQUATE SLOPE STABILIZATION.
6. BIOROLLS - BIOROLLS WILL BE INSTALLED ALONG REAR YARD SWALES TO PREVENT SEDIMENT FROM REACHING THE NURP POND AND ULTIMATELY DOWNSTREAM WETLANDS.
7. FILTRATION/RETENTION AREAS - FILTRATION/RETENTION AREAS WILL BE UTILIZED TO REDUCE/RETAIN THE RUNOFF FROM THE INCREASED HARD SURFACE.
8. STREET SWEEPING - STREET SWEEPING WILL BE DONE A MINIMUM OF ONCE PER WEEK OR MORE FREQUENTLY TO MINIMIZE DUST CONTROL AND VEHICLE TRACKING.
10. PHOSPHOROUS FREE FERTILIZER - PHOSPHOROUS FREE FERTILIZER WILL ALSO BE USED ON SITE.

HOLDDOWN DETAILS



NOTES:
1. GRADING SHALL BLEND EACH ADJACENT LOT TO THE LOW GROUND ELEVATION AND PROPOSED TOP OF TOPSOIL. SUBGRADE SHALL BE DOWNSLOPE.
2. ESTABLISH FINISH GRADE AT ALL 10' FRONT YARD UTILITY EASEMENT LOCATIONS.
3. THESE DETAILS REFERENCE A 9' POURED FOUNDATION WALL AND A 6" DROP FROM REAR TOP FOUNDATION TO GROUND ELEVATION FOR ALL LOOKOUTS AND WALKOUTS.
4. NOMENCLATURE: GF - GARAGE FLOOR, TF - TOP FOUNDATION, BF - BASEMENT FLOOR.

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CITY PROJECT NO.
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DAYTON, MINNESOTA

FINAL GRADING PLAN
TERRITORIAL GROVE
PULTE GROUP

FILE NO.
72905-1177

16
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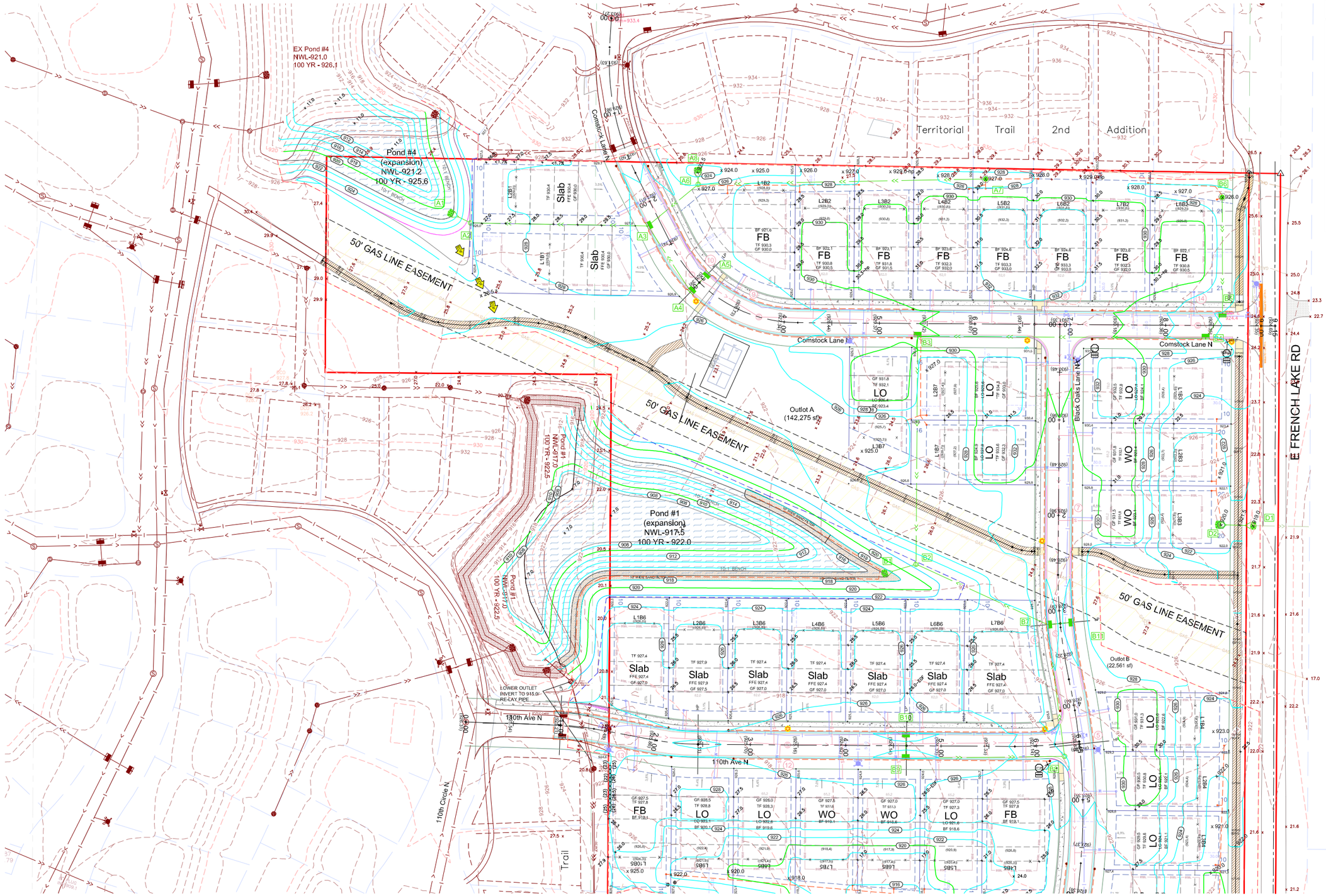

SYMBOL LEGEND

DESCRIPTION	PROPOSED	EXISTING
MINOR CONTOUR	922	958
MAJOR CONTOUR	920	960
LOT LINE		
BUILDING SETBACK LINE	BSBL	BSBL
GARAGE SETBACK LINE	GSBL	GSBL
PARCEL BOUNDARY LINE		
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION W/RIPRAP		
SANITARY SEWER MANHOLE		
HYDRANT		
GATE VALVE		
DRAIN FLOW/RUNOFF ARROW		
EMERGENCY OVERFLOW SWALE		
SILT FENCE -PRE CONSTRUCTION-		
SILT FENCE -POST CONSTRUCTION-		
SPOT ELEVATION	x 960.0	x 960.0
TBC SPOT ELEVATION	x 960.00	

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

CITY PROJECT NO.

DAYTON, MINNESOTA

FINAL GRADING PLAN

TERRITORIAL GROVE

PULTE GROUP

FILE NO.
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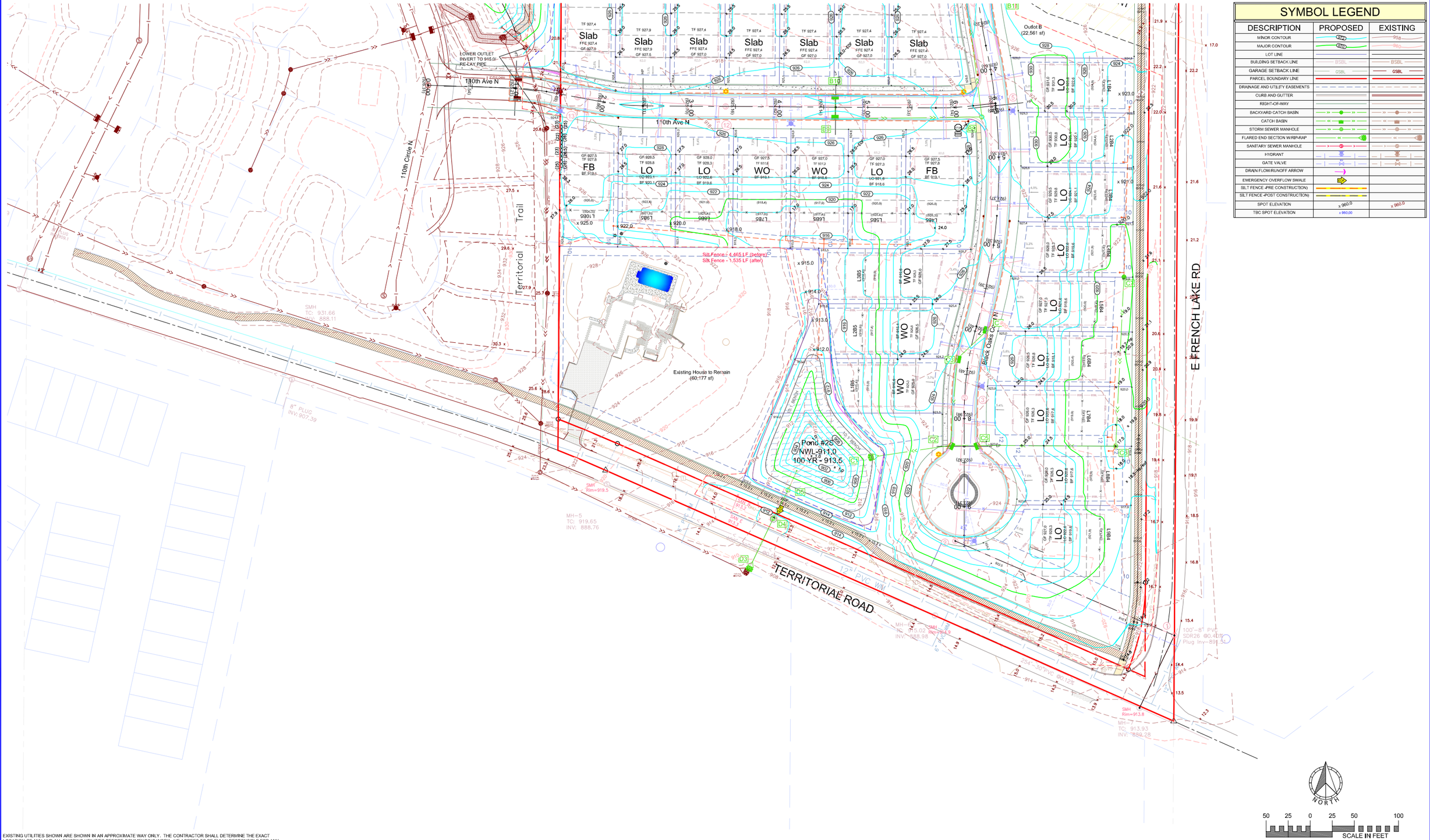

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GARAGE SETBACK LINE	GSBL	GSBL
PARCEL BOUNDARY LINE		
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
BACKYARD CATCH BASIN		
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DRAIN FLOW/RUNOFF ARROW		
EMERGENCY OVERFLOW SWALE		
SILT FENCE -PRE CONSTRUCTION)		
SILT FENCE -POST CONSTRUCTION)		
SPOT ELEVATION	x 960.0	x 960.0
TBC SPOT ELEVATION	x 960.00	

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

DRAWING NAME	NO.	BY	DATE	REVISION
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ERJ				
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02/19/2025				

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Eric R Johnson

ERIC R. JOHNSON, P.E.
Date: 02/19/25 Lic. No. 26428

ENGINEERS SURVEYORS DESIGNERS PLANNERS

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

CITY PROJECT NO.
--

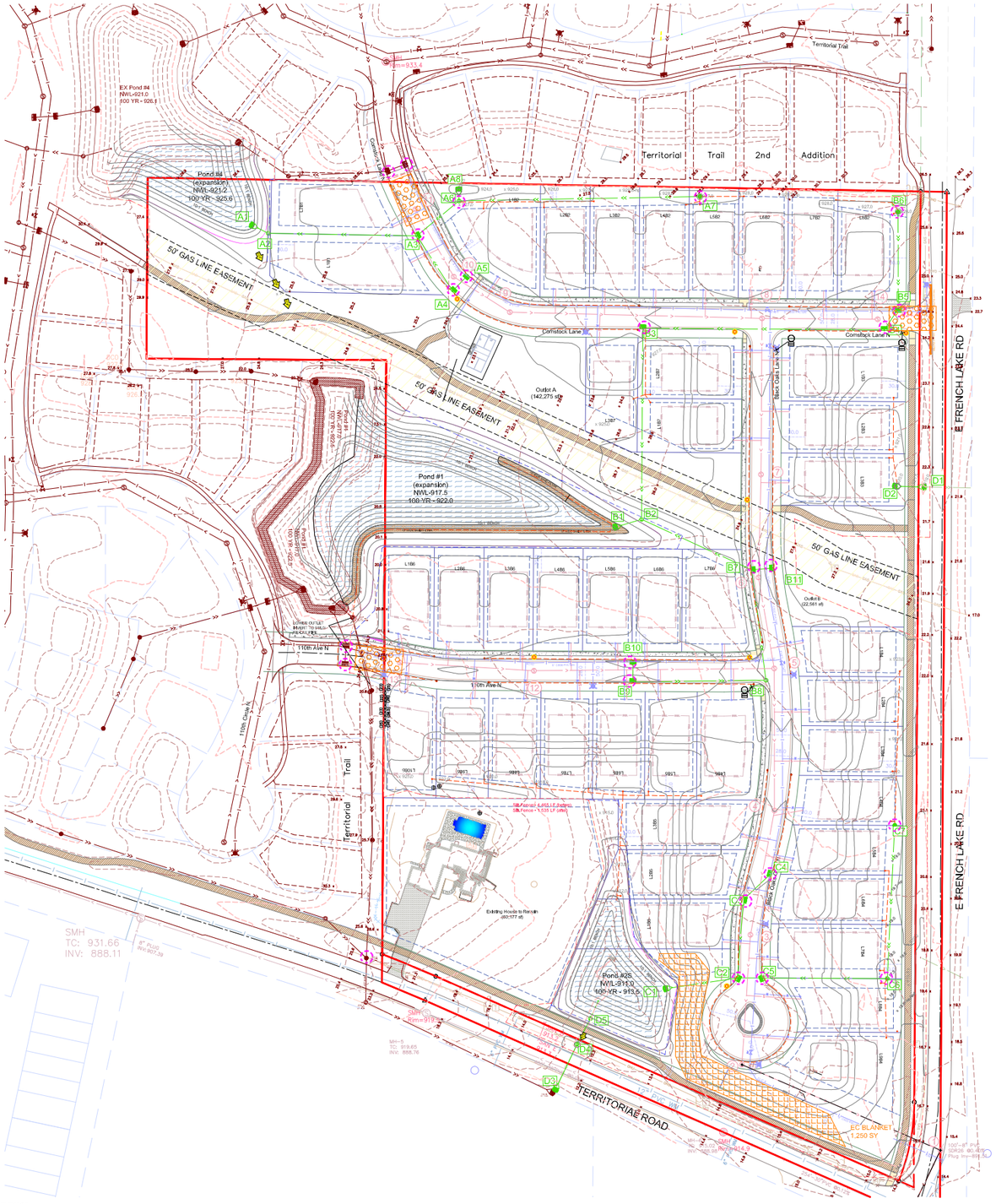
DAYTON, MINNESOTA

FINAL GRADING PLAN

TERRITORIAL GROVE

PULTE GROUP

FILE NO.
72905-1177



ROCK ENTRANCE BERM
SILT FENCE
POST GRADING SILT FENCE
BIO-ROLL
ROCK DITCH CHECK
CONCRETE WASHOUT
INLET PROTECTION
EROSION BLANKET

NORTH

80 40 0 40 80 160
SCALE IN FEET

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

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

CITY PROJECT NO.

DAYTON,
MINNESOTA

FINAL EROSION CONTROL PLAN

TERRITORIAL GROVE

PULTE GROUP

FILE NO.
72905-1177

CITY PLATE NO.

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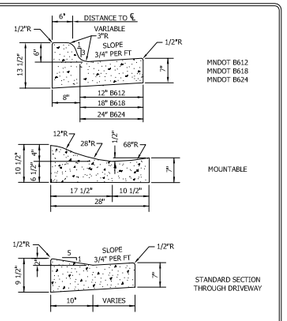
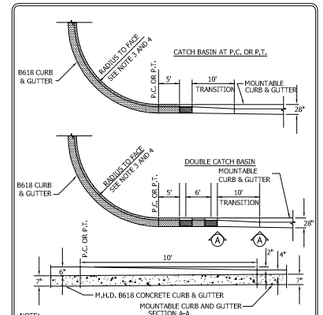
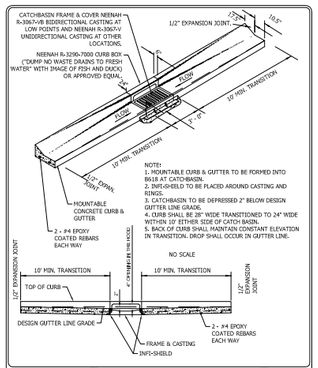
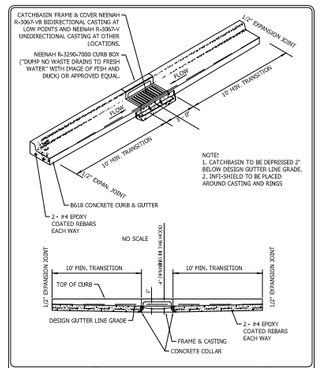


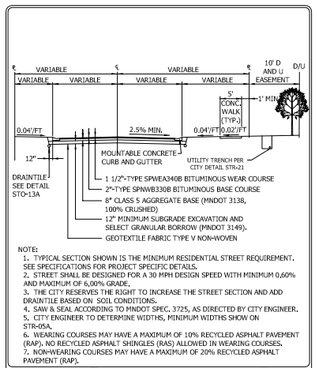
NOTE:
① PLACE A "W" AND "S" STAMP PER CITY PLATE #STR-23 ON FACE OF CURB WHERE CURB & GUTTER CROSSES A WATER OR SEWER SERVICE.



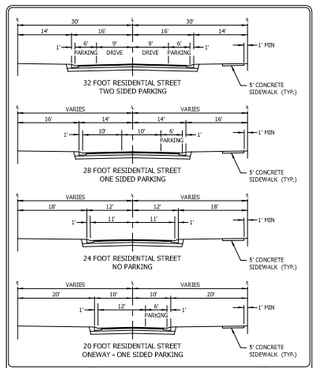
NOTE:
1. ALL RADII ARE MEASURED TO FACE OF CURB.
2. NO CATCH BASINS WILL BE CONSTRUCTED IN THE INTERSECTION RADII.
3. 30' RADII WILL BE REQUIRED AT INTERSECTIONS OF ALL COLLECTOR TO RESIDENTIAL STREETS.
4. 20' RADII WILL BE REQUIRED AT INTERSECTIONS OF ALL RESIDENTIAL TO RESIDENTIAL STREETS.

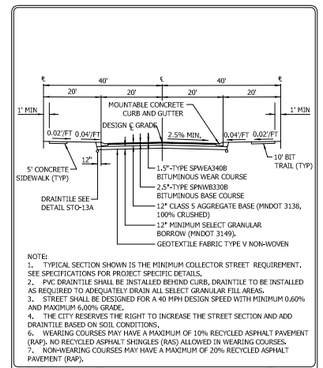




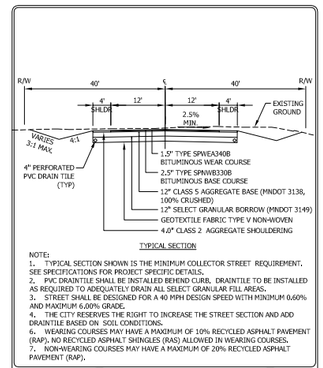


NOTE:
1. TYPICAL SECTION SHOWN IS THE MINIMUM RESIDENTIAL STREET REQUIREMENT. SEE SPECIFICATIONS FOR PROJECT SPECIFIC DETAILS.
2. STREET SHALL BE DESIGNED FOR A 30 MPH DESIGN SPEED WITH MINIMUM 0.60% AND MAXIMUM OF 6.00% GRADE.
3. THE CITY RESERVES THE RIGHT TO INCREASE THE STREET SECTION AND ADD DRAINTILE BASED ON SOIL CONDITIONS.
4. SAW & SEAL ACCORDING TO MNDOT SPEC. 3725, AS DIRECTED BY CITY ENGINEER.
5. CITY ENGINEER TO DETERMINE WIDTHS, MINIMUM WIDTHS SHOW ON STR-05A.
6. WEARING COURSES MAY HAVE A MAXIMUM OF 10% RECYCLED ASPHALT PAVEMENT (RAP), NO RECYCLED ASPHALT SHINGLES (RAS) ALLOWED IN WEARING COURSES.
7. NON-WEARING COURSES MAY HAVE A MAXIMUM OF 20% RECYCLED ASPHALT PAVEMENT (RAP).





NOTE:
1. TYPICAL SECTION SHOWN IS THE MINIMUM COLLECTOR STREET REQUIREMENT. SEE SPECIFICATIONS FOR PROJECT SPECIFIC DETAILS.
2. PVC DRAINTILE SHALL BE INSTALLED BEHIND CURB. DRAINTILE TO BE INSTALLED AS REQUIRED TO ADEQUATELY DRAIN ALL SELECT GRANULAR FILL AREAS.
3. STREET SHALL BE DESIGNED FOR A 40 MPH DESIGN SPEED WITH MINIMUM 0.60% AND MAXIMUM 6.00% GRADE.
4. THE CITY RESERVES THE RIGHT TO INCREASE THE STREET SECTION AND ADD DRAINTILE BASED ON SOIL CONDITIONS.
6. WEARING COURSES MAY HAVE A MAXIMUM OF 10% RECYCLED ASPHALT PAVEMENT (RAP), NO RECYCLED ASPHALT SHINGLES (RAS) ALLOWED IN WEARING COURSES.
7. NON-WEARING COURSES MAY HAVE A MAXIMUM OF 20% RECYCLED ASPHALT PAVEMENT (RAP).



NOTE:
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3. STREET SHALL BE DESIGNED FOR A 40 MPH DESIGN SPEED WITH MINIMUM 0.60% AND MAXIMUM 6.00% GRADE.
4. THE CITY RESERVES THE RIGHT TO INCREASE THE STREET SECTION AND ADD DRAINTILE BASED ON SOIL CONDITIONS.
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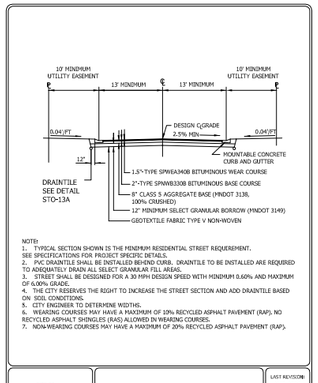
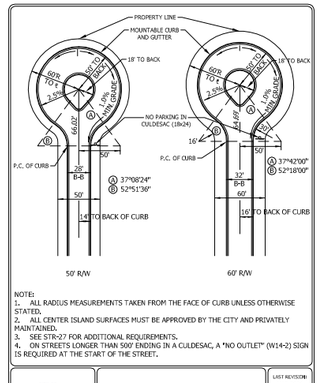
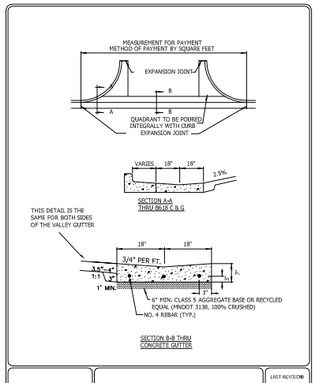
7. NON-WEARING COURSES MAY HAVE A MAXIMUM OF 20% RECYCLED ASPHALT PAVEMENT (RAP).

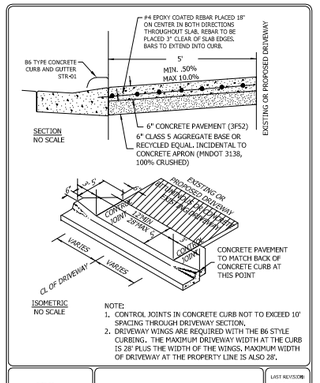


NOTE:
1. TYPICAL SECTION SHOWN IS THE MINIMUM RESIDENTIAL STREET REQUIREMENT. SEE SPECIFICATIONS FOR PROJECT SPECIFIC DETAILS.
2. PVC DRAINTILE SHALL BE INSTALLED BEHIND CURB. DRAINTILE TO BE INSTALLED AS REQUIRED TO ADEQUATELY DRAIN ALL SELECT GRANULAR FILL AREAS.
3. STREET SHALL BE DESIGNED FOR A 30 MPH DESIGN SPEED WITH MINIMUM 0.60% AND MAXIMUM OF 6.00% GRADE.
4. THE CITY RESERVES THE RIGHT TO INCREASE THE STREET SECTION AND ADD DRAINTILE BASED ON SOIL CONDITIONS.
5. CITY ENGINEER TO DETERMINE WIDTHS.
6. WEARING COURSES MAY HAVE A MAXIMUM OF 10% RECYCLED ASPHALT PAVEMENT (RAP), NO RECYCLED ASPHALT SHINGLES (RAS) ALLOWED IN WEARING COURSES.
7. NON-WEARING COURSES MAY HAVE A MAXIMUM OF 20% RECYCLED ASPHALT PAVEMENT (RAP).

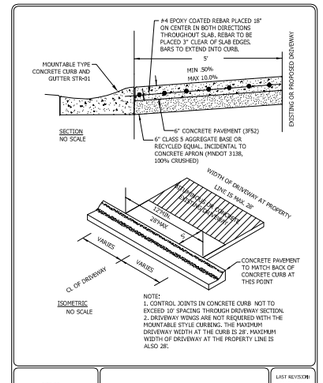


NOTE:
1. ALL RADIUS MEASUREMENTS TAKEN FROM THE FACE OF CURB UNLESS OTHERWISE STATED.
2. ALL CENTER ISLAND SURFACES MUST BE APPROVED BY THE CITY AND PRIVATELY MAINTAINED.
3. SEE STR-27 FOR ADDITIONAL REQUIREMENTS.
4. ON STREETS LONGER THAN 500' ENDING IN A CULDESAC, A "NO OUTLET" (W14-2) SIGN IS REQUIRED AT THE START OF THE STREET.

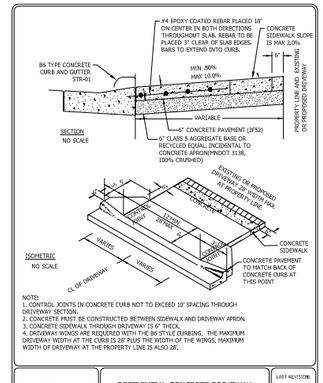




NOTE:
1. CONTROL JOINTS IN CONCRETE CURB NOT TO EXCEED 10' SPACING THROUGH DRIVEWAY SECTION.
2. DRIVEWAY WINGS ARE REQUIRED WITH THE B6 STYLE CURBING. THE MAXIMUM DRIVEWAY WIDTH AT THE CURB IS 28' PLUS THE WIDTH OF THE WINGS. MAXIMUM WIDTH OF DRIVEWAY AT THE PROPERTY LINE IS ALSO 28'.



NOTE:
1. CONTROL JOINTS IN CONCRETE CURB NOT TO EXCEED 10' SPACING THROUGH DRIVEWAY SECTION.
2. DRIVEWAY WINGS ARE NOT REQUIRED WITH THE MOUNTABLE STYLE CURBING. THE MAXIMUM DRIVEWAY WIDTH AT THE CURB IS 28'. MAXIMUM WIDTH OF DRIVEWAY AT THE PROPERTY LINE IS ALSO 28'.



NOTE:
1. CONTROL JOINTS IN CONCRETE CURB NOT TO EXCEED 10' SPACING THROUGH DRIVEWAY SECTION.
2. CONCRETE MUST BE CONSTRUCTED BETWEEN SIDEWALK AND DRIVEWAY APRON.
3. CONCRETE SIDEWALK THROUGH DRIVEWAY IS 6" THICK.
4. DRIVEWAY WINGS ARE REQUIRED WITH THE B6 STYLE CURBING. THE MAXIMUM DRIVEWAY WIDTH AT THE CURB IS 28' PLUS THE WIDTH OF THE WINGS. MAXIMUM WIDTH OF DRIVEWAY AT THE PROPERTY LINE IS ALSO 28'.

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Date: 01/24/25 Lic. No. 26428

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

CITY PROJECT NO.
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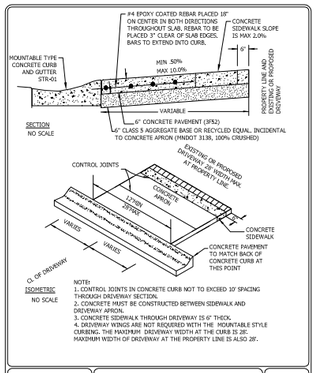
DAYTON, MINNESOTA

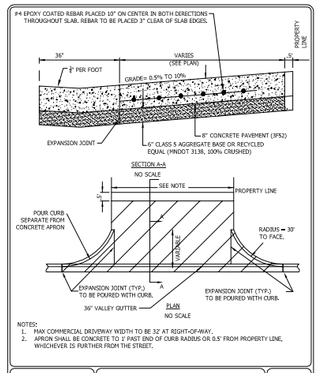
CONSTRUCTION DETAILS
TERRITORIAL GROVE
PULTE GROUP

FILE NO.
72905-1177

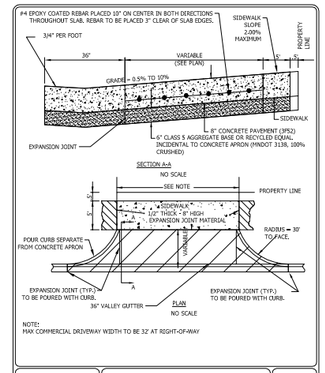
93 20 26



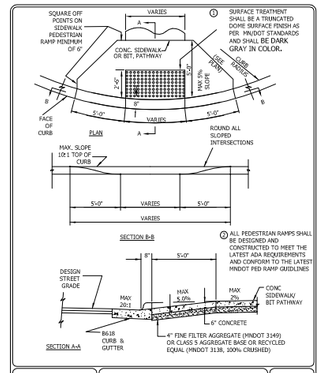
CITY OF Dayton | RESIDENTIAL CONCRETE DRIVEWAY APRON WITH SIDEWALK (MOUNTABLE TYPE CURB) | LAST REVISION: MAR 2024 | PLATE NO.: STR-13



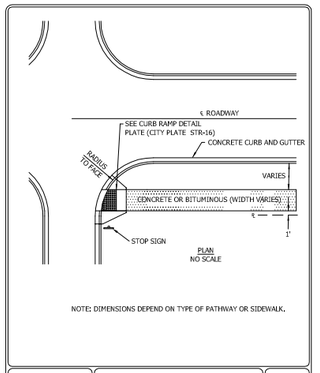
CITY OF Dayton | COMMERCIAL CONCRETE DRIVEWAY APRON | LAST REVISION: MAR 2024 | PLATE NO.: STR-14



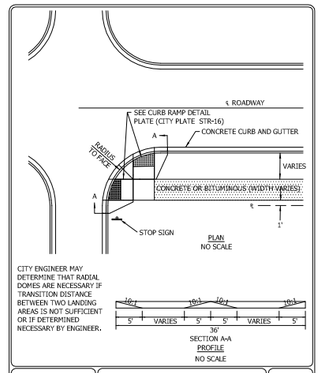
CITY OF Dayton | COMMERCIAL CONCRETE DRIVEWAY APRON WITH SIDEWALK | LAST REVISION: MAR 2024 | PLATE NO.: STR-15



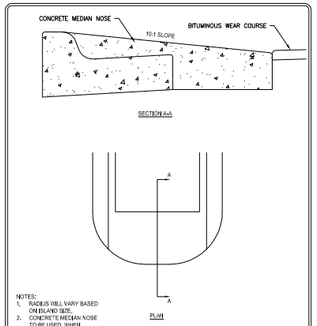
CITY OF Dayton | SIDEWALK/BIKE PATH CURB RAMP | LAST REVISION: MAR 2024 | PLATE NO.: STR-16



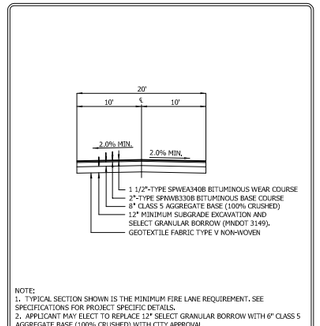
CITY OF Dayton | SIDEWALK/BIKE PATH CURB RAMP GENERAL LOCATION | LAST REVISION: MAR 2024 | PLATE NO.: STR-17



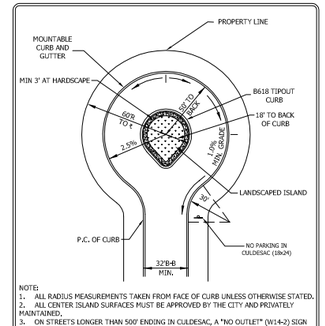
CITY OF Dayton | DOUBLE SIDEWALK/BIKE PATH CURB RAMP GENERAL LOCATION | LAST REVISION: MAR 2024 | PLATE NO.: STR-18



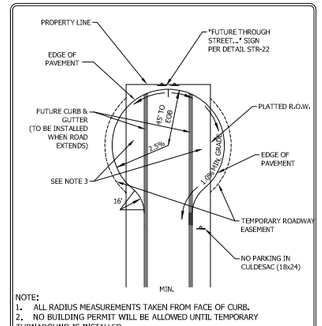
CITY OF Dayton | TYPICAL BIKE PATH AND SIDEWALK SECTIONS | LAST REVISION: MAR 2024 | PLATE NO.: STR-19



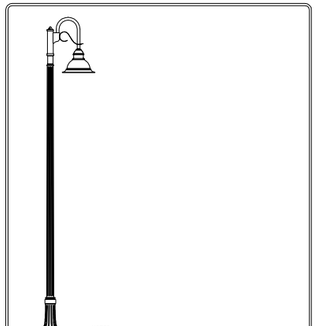
CITY OF Dayton | UTILITY AND LANDSCAPE LAYOUT | LAST REVISION: MAR 2024 | PLATE NO.: STR-20



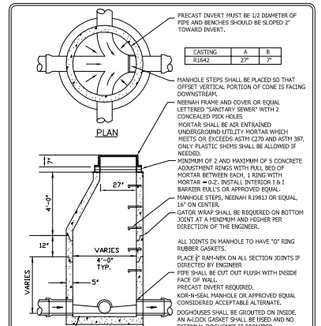
CITY OF Dayton | FUTURE THROUGH STREET SIGN | LAST REVISION: MAR 2024 | PLATE NO.: STR-21



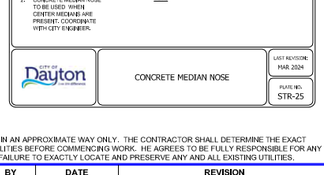
CITY OF Dayton | PRIVATE DEVELOPMENT TURNAROUND | LAST REVISION: MAR 2024 | PLATE NO.: STR-22



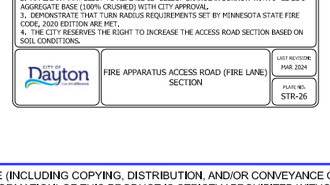
CITY OF Dayton | SEWER AND WATER SERVICE LOCATION STAMP IN CURB | LAST REVISION: MAR 2024 | PLATE NO.: STR-23



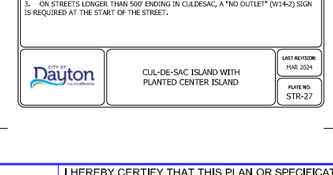
CITY OF Dayton | TYPICAL RESIDENTIAL DRIVEWAY SECTIONS | LAST REVISION: MAR 2024 | PLATE NO.: STR-24



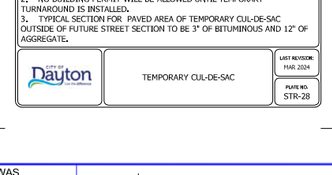
CITY OF Dayton | CONCRETE MEDIAN NOSE | LAST REVISION: MAR 2024 | PLATE NO.: STR-25



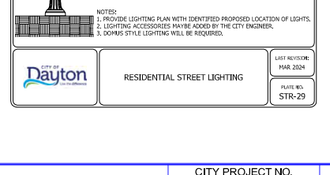
CITY OF Dayton | FIRE APPARATUS ACCESS ROAD (FIRE LANE) SECTION | LAST REVISION: MAR 2024 | PLATE NO.: STR-26



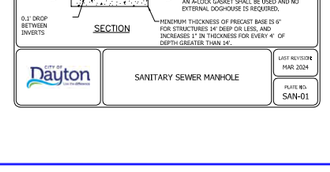
CITY OF Dayton | CUL-DE-SAC ISLAND WITH PLANTED CENTER ISLAND | LAST REVISION: MAR 2024 | PLATE NO.: STR-27



CITY OF Dayton | TEMPORARY CUL-DE-SAC | LAST REVISION: MAR 2024 | PLATE NO.: STR-28



CITY OF Dayton | RESIDENTIAL STREET LIGHTING | LAST REVISION: MAR 2024 | PLATE NO.: STR-29



CITY OF Dayton | SANITARY SEWER MANHOLE | LAST REVISION: MAR 2024 | PLATE NO.: SAN-01

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

DRAWING NAME	NO.	BY	DATE	REVISION
TERRITORIAL	1			
DRAWN				
RSM				
CHECKED				
ERJ				
DATE				
01/24/2025				

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Eric R Johnson

ERIC R. JOHNSON, P.E.
Date: 01/24/25 Lic. No. 26428

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

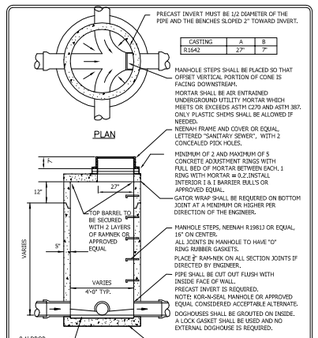
CITY PROJECT NO.
--

DAYTON, MINNESOTA

CONSTRUCTION DETAILS
TERRITORIAL GROVE
PULTE GROUP

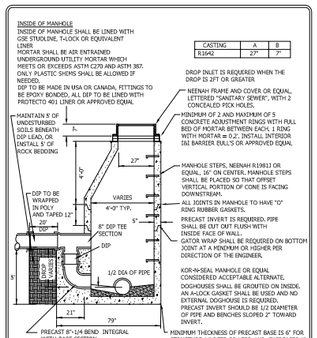
FILE NO.
72905-1177

21
26



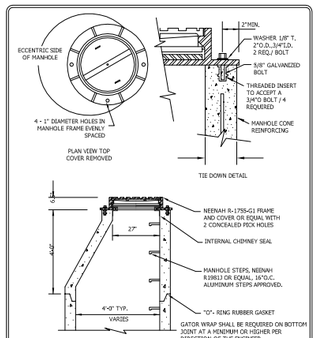
SANITARY SEWER MANHOLE WITH REINFORCED TOP SLAB

LAST REVISION: MAR 2024
PLATE NO.: SAN-02



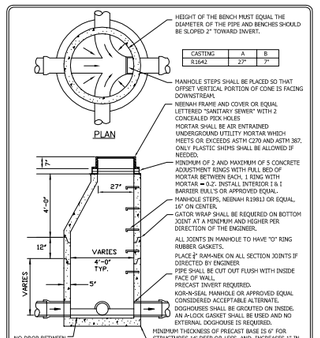
SANITARY SEWER DROP INLET MANHOLE

LAST REVISION: MAR 2024
PLATE NO.: SAN-03



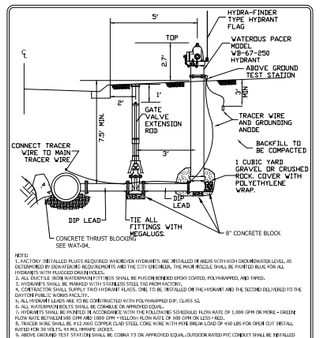
WATERTIGHT CASTING FOR SANITARY SEWER MANHOLE

LAST REVISION: MAR 2024
PLATE NO.: SAN-04



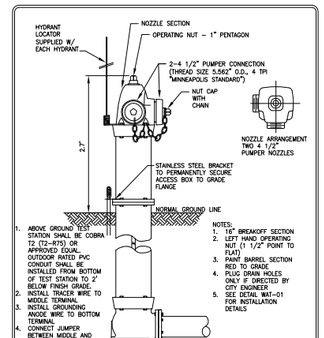
TRUNK SANITARY SEWER MANHOLE

LAST REVISION: MAR 2024
PLATE NO.: SAN-05



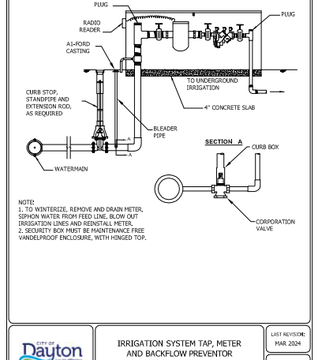
HYDRANT DETAIL

LAST REVISION: MAR 2024
PLATE NO.: WAT-01



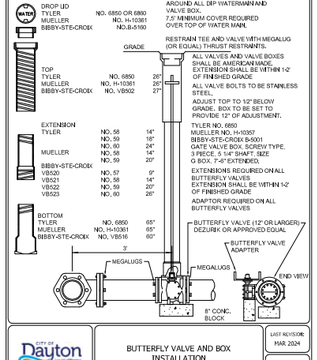
DOUBLE PUMPER PACER HYDRANT DETAIL

LAST REVISION: MAR 2024
PLATE NO.: WAT-01A



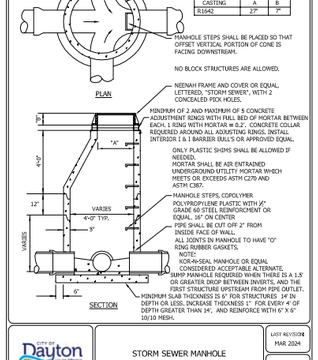
STANDARD PACER HYDRANT DETAIL

LAST REVISION: MAR 2024
PLATE NO.: WAT-01B



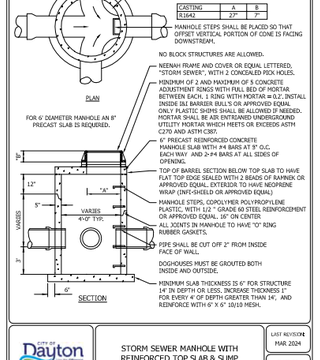
GATE VALVE AND BOX INSTALLATION

LAST REVISION: MAR 2024
PLATE NO.: WAT-02



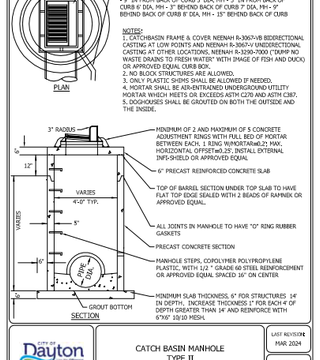
WATER MAIN WETTAP

LAST REVISION: MAR 2024
PLATE NO.: WAT-03



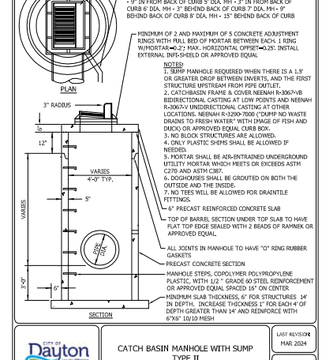
CONCRETE THRUST BLOCKING

LAST REVISION: MAR 2024
PLATE NO.: WAT-04



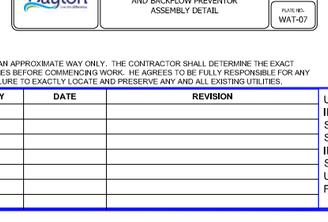
WATER MAIN OFFSET

LAST REVISION: MAR 2024
PLATE NO.: WAT-05



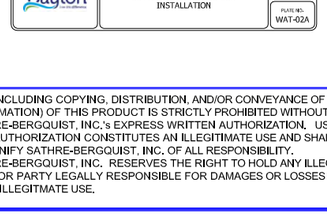
TYPICAL GATE VALVE LAYOUT

LAST REVISION: MAR 2024
PLATE NO.: WAT-06



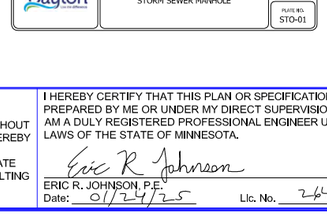
IRRIGATION SYSTEM TAP, METER AND BACKFLOW PREVENTOR ASSEMBLY DETAIL

LAST REVISION: MAR 2024
PLATE NO.: WAT-07



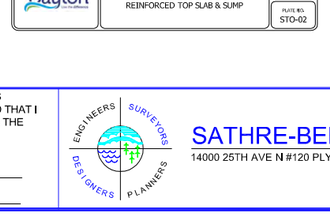
BUTTERFLY VALVE AND BOX INSTALLATION

LAST REVISION: MAR 2024
PLATE NO.: WAT-02A



STORM SEWER MANHOLE

LAST REVISION: MAR 2024
PLATE NO.: STO-01

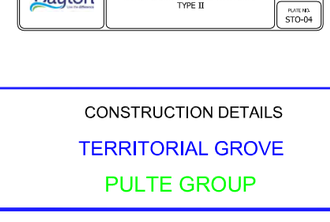


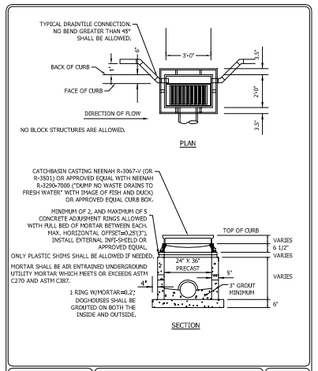
STORM SEWER MANHOLE WITH REINFORCED TOP SLAB & SUMP

LAST REVISION: MAR 2024
PLATE NO.: STO-02

CATCH BASIN MANHOLE TYPE II

LAST REVISION: MAR 2024
PLATE NO.: STO-03

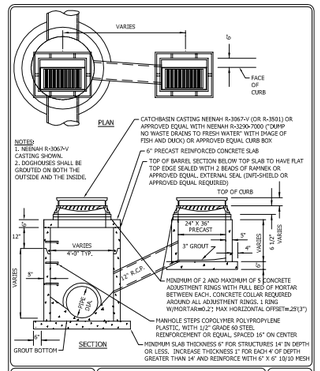

24"X36" SLAB OPENING FOR NEENAH R3067V OR EQUAL
TYPICAL DRAINTILE CONNECTIONS: NO BENDS GREATER THAN 45° SHALL BE ALLOWED.
DEMENSION FROM BACK OF CURB TO CENTER OF PIPE, 4' DIA, M



CATCH BASIN TYPE I

LAST REVISION: MAR 2024

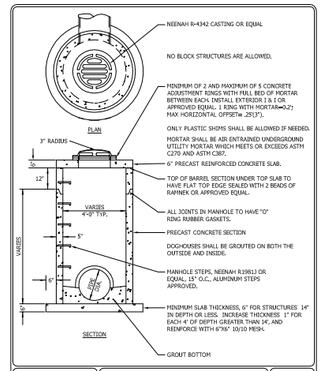
PLATE NO.: STO-05



DOUBLE CATCH BASIN TYPE II CBMH WITH TYPE I CB

LAST REVISION: MAR 2024

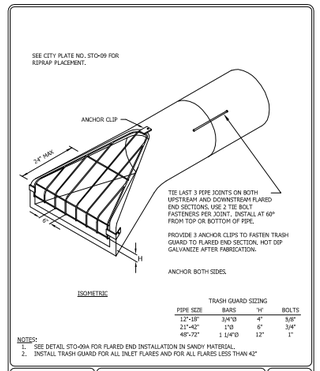
PLATE NO.: STO-06



CATCH BASIN MANHOLE TYPE II

LAST REVISION: MAR 2024

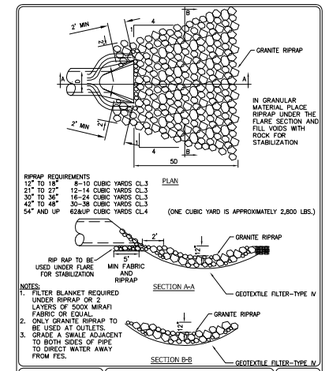
PLATE NO.: STO-07



FLARED END SECTION AND TRASH GUARD

LAST REVISION: MAR 2024

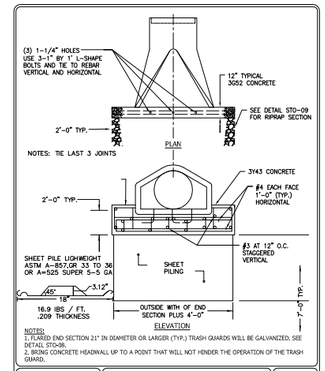
PLATE NO.: STO-08



RIPRAP AT OUTLETS

LAST REVISION: MAR 2024

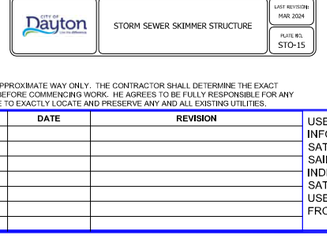
PLATE NOS.: STO-09



STORM SEWER PILING & CONCRETE END SECTION

LAST REVISION: MAR 2024

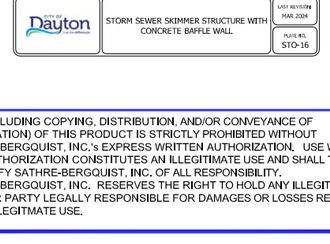
PLATE NO.: STO-09A



TYPICAL POND EOF

LAST REVISION: MAR 2024

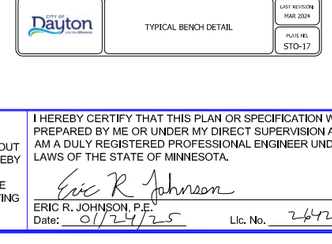
PLATE NO.: STO-10



ENERGY DISSIPATOR AND TRASH GUARD

LAST REVISION: MAR 2024

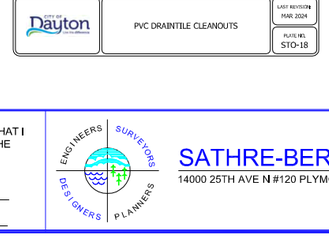
PLATE NO.: STO-11



"MINI-TEE" MANHOLE

LAST REVISION: MAR 2024

PLATE NO.: STO-12



PVC (RIGID) PERFORATED PIPE SWALE INSTALLATION

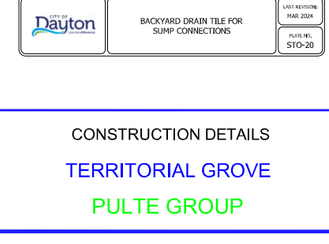
LAST REVISION: MAR 2024

PLATE NO.: STO-13

ROAD SUBDRAIN

LAST REVISION: MAR 2024

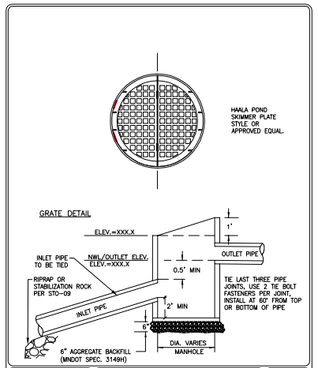
PLATE NO.: STO-13A



RURAL RESIDENTIAL DRIVEWAY AND CULVERT

LAST REVISION: MAR 2024

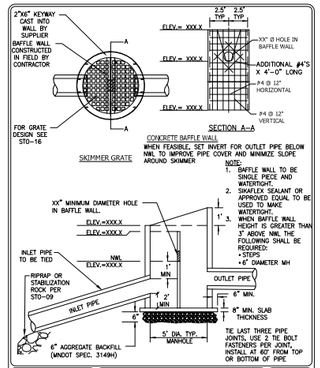
PLATE NO.: STO-14



STORM SEWER SKIMMER STRUCTURE

LAST REVISION: MAR 2024

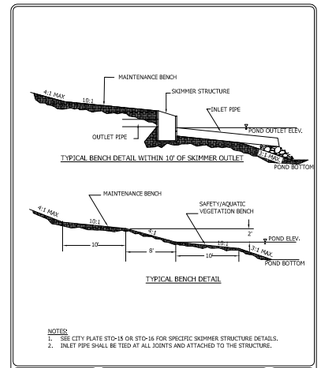
PLATE NO.: STO-15



STORM SEWER SKIMMER STRUCTURE WITH CONCRETE BAFFLE WALL

LAST REVISION: MAR 2024

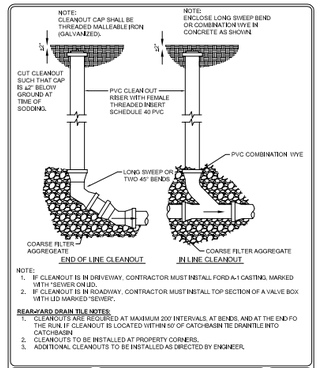
PLATE NO.: STO-16



TYPICAL BENCH DETAIL

LAST REVISION: MAR 2024

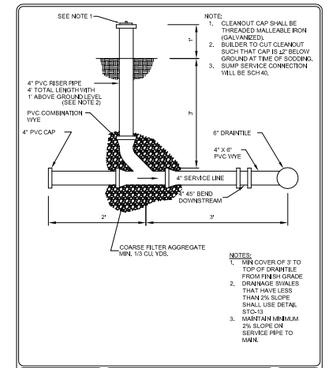
PLATE NO.: STO-17



PVC DRAINTILE CLEANOUTS

LAST REVISION: MAR 2024

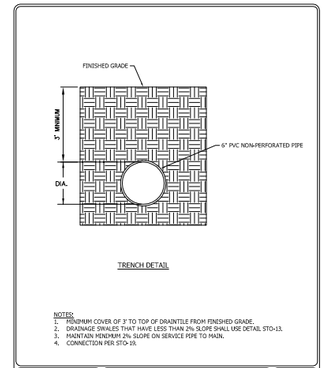
PLATE NO.: STO-18



SUMP SERVICE CONNECTION

LAST REVISION: MAR 2024

PLATE NO.: STO-19



BACKYARD DRAIN TILE FOR SUMP CONNECTIONS

LAST REVISION: MAR 2024

PLATE NO.: STO-20

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

DRAWING NAME	NO.	BY	DATE	REVISION
TERRITORIAL	1			
DRAWN				
RSM				
CHECKED				
ERJ				
DATE				
01/24/2025				

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Eric R Johnson

ERIC R. JOHNSON, P.E.
Date: 01/24/25 Lic. No. 26428

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

CITY PROJECT NO.
--

DAYTON, MINNESOTA

CONSTRUCTION DETAILS

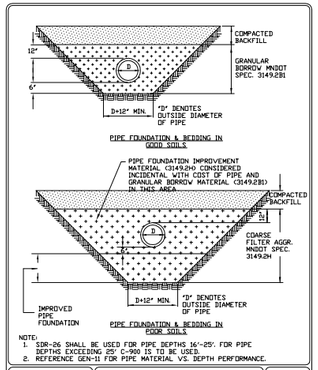
TERRITORIAL GROVE

PULTE GROUP

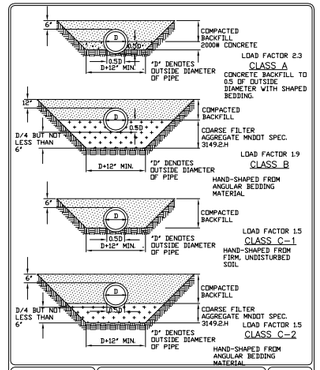
FILE NO.
72905-1177

23

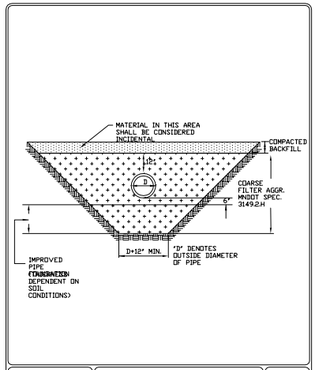
96 26



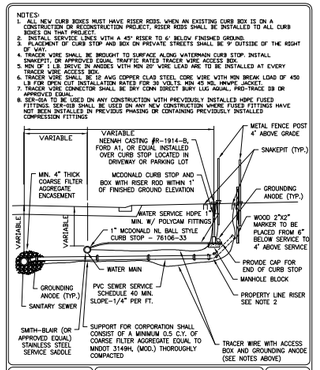
BEDDING METHODS FOR PLASTIC PIPE — LAST REVISION: MAR 2024 — PLATE NO. BED-01



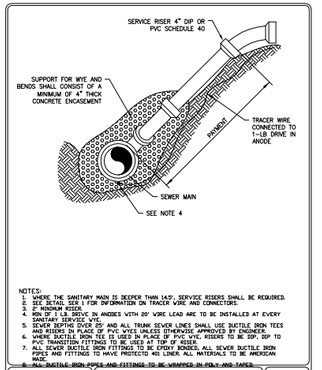
BEDDING METHODS FOR RCP AND DIP — LAST REVISION: MAR 2024 — PLATE NO. BED-02



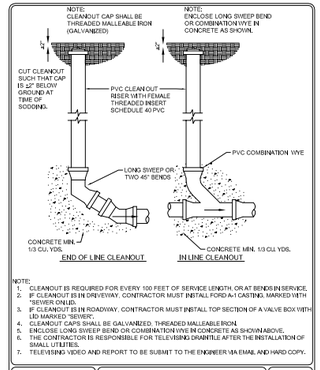
IMPROVED FOUNDATION FOR RCP AND DIP — LAST REVISION: MAR 2024 — PLATE NO. BED-03



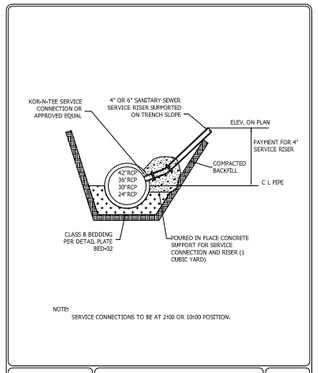
SEWER AND FUSED WATER SERVICE CONNECTIONS — LAST REVISION: MAR 2024 — PLATE NO. SER-01A



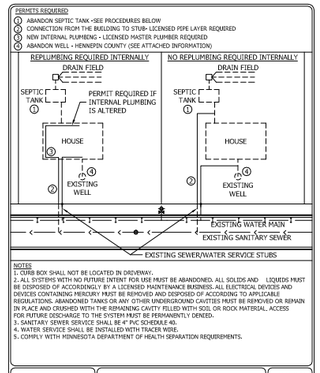
SERVICE RISER — LAST REVISION: MAR 2024 — PLATE NO. SER-02



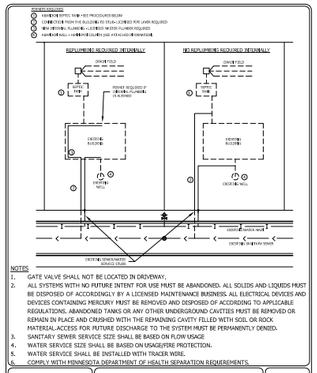
PVC SERVICE LINE CLEANOUTS — LAST REVISION: MAR 2024 — PLATE NO. SER-03



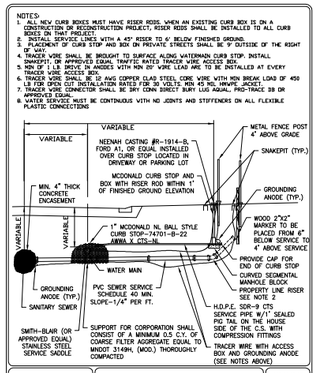
SERVICE CONNECTION TO RCP — LAST REVISION: MAR 2024 — PLATE NO. SER-04



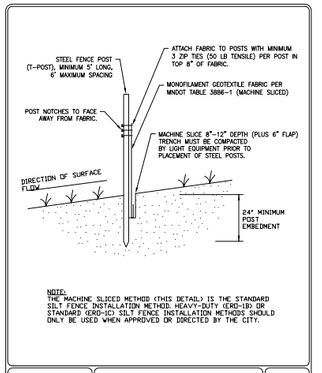
RESIDENTIAL SEWER AND WATER SERVICE CONNECTIONS FROM STUB TO HOUSE — LAST REVISION: MAR 2024 — PLATE NO. SER-05



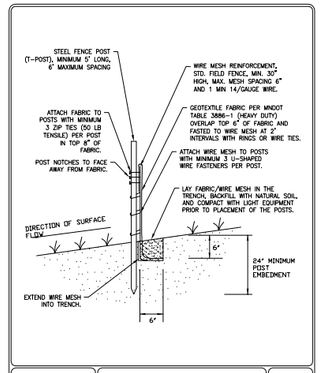
NON-RESIDENTIAL SEWER AND WATER SERVICE CONNECTIONS FROM STUB TO BUILDING — LAST REVISION: MAR 2024 — PLATE NO. SER-06



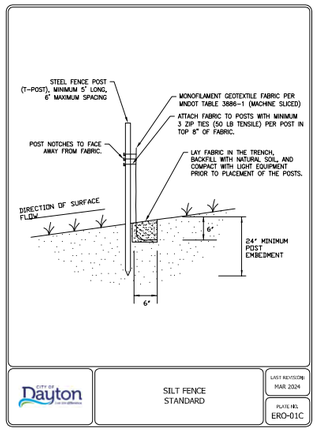
SEWER AND COMPRESSION WATER SERVICE CONNECTIONS — LAST REVISION: MAR 2024 — PLATE NO. SER-01B



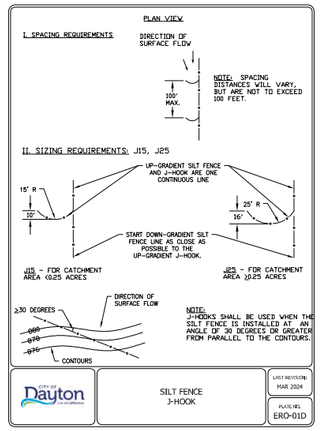
SILT FENCE MACHINE SLICED — LAST REVISION: MAR 2024 — PLATE NO. ERO-01A



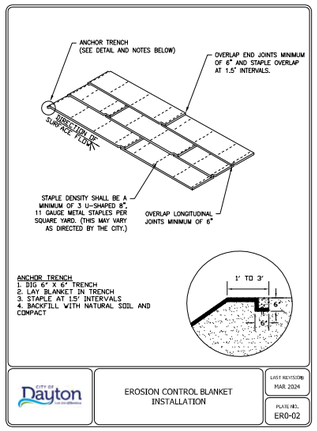
SILT FENCE HEAVY DUTY — LAST REVISION: MAR 2024 — PLATE NO. ERO-01B



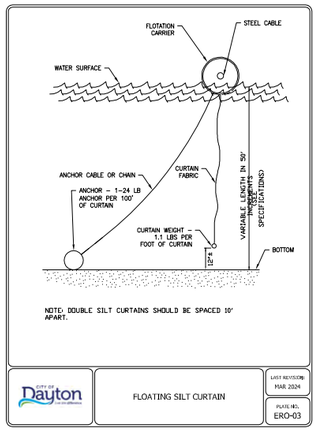
SILT FENCE STANDARD — LAST REVISION: MAR 2024 — PLATE NO. ERO-01C



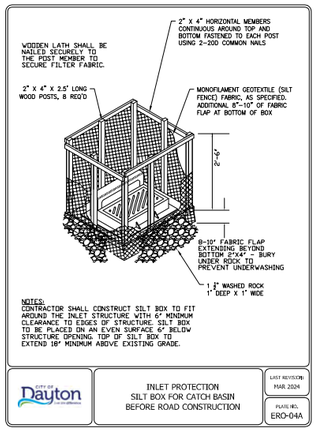
SILT FENCE J-HOOK — LAST REVISION: MAR 2024 — PLATE NO. ERO-01D



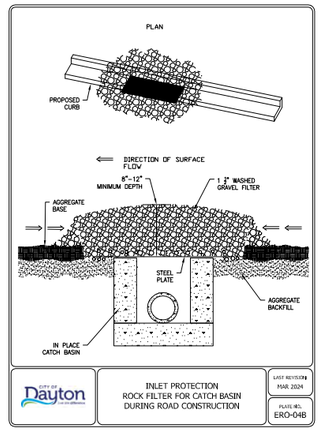
EROSION CONTROL BLANKET INSTALLATION — LAST REVISION: MAR 2024 — PLATE NO. ERO-02



FLOATING SILT CURTAIN — LAST REVISION: MAR 2024 — PLATE NO. ERO-03



INLET PROTECTION SILT BOX FOR CATCH BASIN BEFORE ROAD CONSTRUCTION — LAST REVISION: MAR 2024 — PLATE NO. ERO-04A



INLET PROTECTION ROCK FILTER FOR CATCH BASIN DURING ROAD CONSTRUCTION — LAST REVISION: MAR 2024 — PLATE NO. ERO-04B

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DRAWING NAME	NO.	BY	DATE	REVISION
TERRITORIAL	1			
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ERJ				
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Eric R Johnson

ERIC R. JOHNSON, P.E.
Date: 01/24/25 Lic. No. 26428

ENGINEERS SURVEYORS DESIGNERS PLANNERS

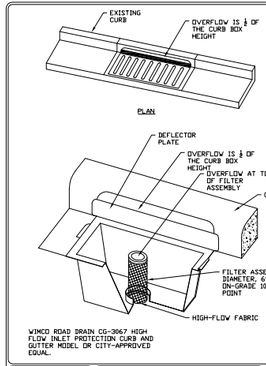
SATHRE-BERGQUIST, INC.
14000 25TH AVE N #120 PLYMOUTH, MN. 55447 (952) 476-6000

CITY PROJECT NO. --

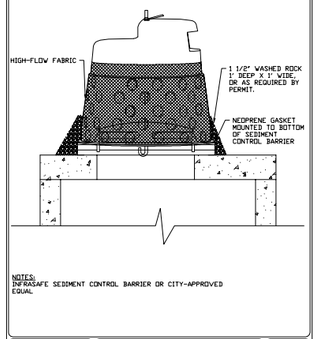
DAYTON, MINNESOTA

CONSTRUCTION DETAILS
TERRITORIAL GROVE
PULTE GROUP

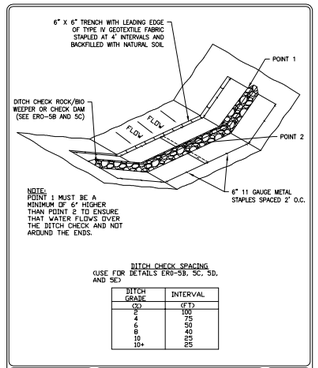
FILE NO. 72905-1177



CITY OF Dayton | INLET PROTECTION CATCH BASIN INSERT AFTER PAVING | LAST REVISION: MAR 2024 | PLATE NO.: ERO-04C



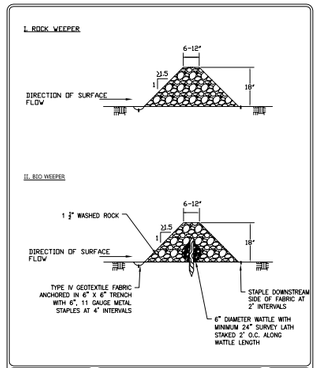
CITY OF Dayton | INLET PROTECTION SILT BOX FOR BEEHIVE CASTING | LAST REVISION: MAR 2024 | PLATE NO.: ERO-04D



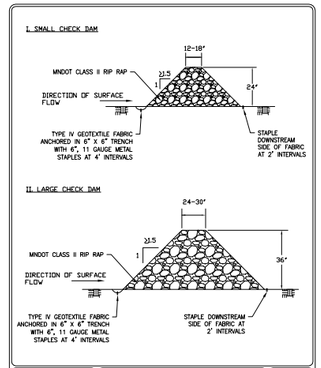
DITCH CHECK SPACING
(USE FOR DETAILS ERO-5B, 5C, 5D, AND 5E)

DITCH GRADE (%)	INTERVAL (FT)
2	100
4	75
6	50
8	40
10	25
10+	25

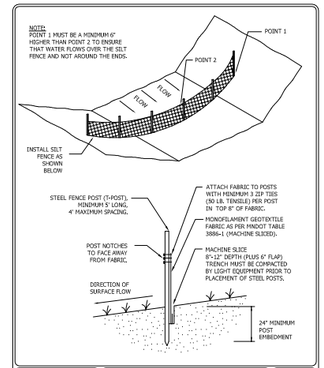
CITY OF Dayton | DITCH CHECK 3D VIEW FOR 5B, 5C SPACING | LAST REVISION: MAR 2024 | PLATE NO.: ERO-05A



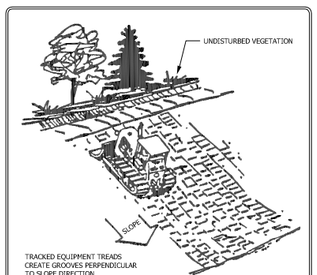
CITY OF Dayton | DITCH CHECK ROCK WEEPER AND BIO WEEPER | LAST REVISION: MAR 2024 | PLATE NO.: ERO-05B



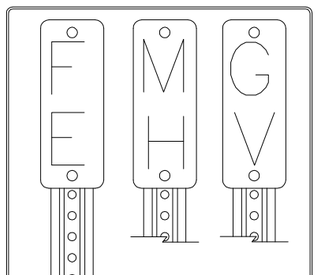
CITY OF Dayton | DITCH CHECK SMALL CHECK DAM AND LARGE CHECK DAM | LAST REVISION: MAR 2024 | PLATE NO.: ERO-05C



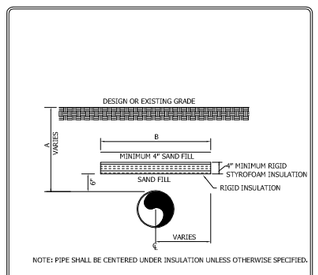
CITY OF Dayton | DITCH CHECK MACHINE SLICED SILT FENCE | LAST REVISION: MAR 2024 | PLATE NO.: ERO-05D



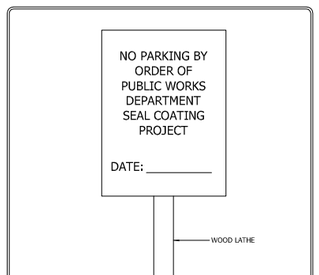
CITY OF Dayton | DITCH CHECK TRIANGULAR SILT DIKE | LAST REVISION: MAR 2024 | PLATE NO.: ERO-05E



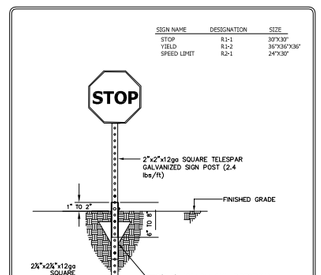
CITY OF Dayton | FILTER LOG DITCH CHECK | LAST REVISION: MAR 2024 | PLATE NO.: ERO-06



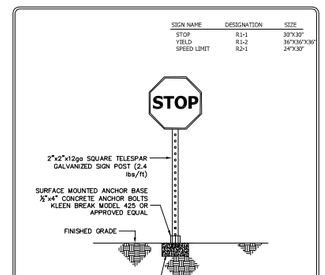
CITY OF Dayton | CONSTRUCTION ENTRANCE ROCK | LAST REVISION: MAR 2024 | PLATE NO.: ERO-07



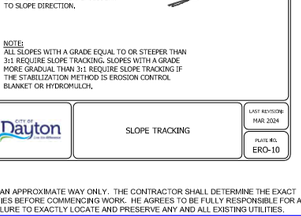
CITY OF Dayton | TEMPORARY SEDIMENT BASIN SKIMMER OUTLET | LAST REVISION: MAR 2024 | PLATE NO.: ERO-08A



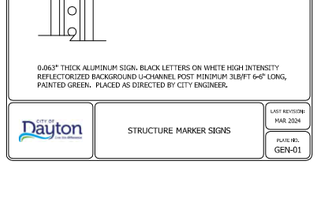
CITY OF Dayton | TEMPORARY SEDIMENT BASIN STANDPIPE OUTLET | LAST REVISION: MAR 2024 | PLATE NO.: ERO-08B



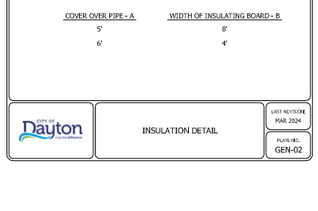
CITY OF Dayton | TEMPORARY SEDIMENT TRAP | LAST REVISION: MAR 2024 | PLATE NO.: ERO-09



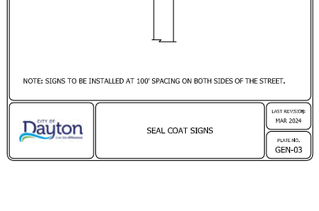
CITY OF Dayton | SLOPE TRACKING | LAST REVISION: MAR 2024 | PLATE NO.: ERO-10



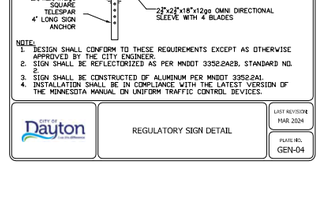
CITY OF Dayton | STRUCTURE MARKER SIGNS | LAST REVISION: MAR 2024 | PLATE NO.: GEN-01



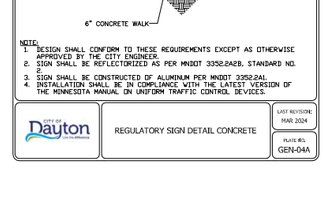
CITY OF Dayton | INSULATION DETAIL | LAST REVISION: MAR 2024 | PLATE NO.: GEN-02



CITY OF Dayton | SEAL COAT SIGNS | LAST REVISION: MAR 2024 | PLATE NO.: GEN-03



CITY OF Dayton | REGULATORY SIGN DETAIL | LAST REVISION: MAR 2024 | PLATE NO.: GEN-04



CITY OF Dayton | REGULATORY SIGN DETAIL CONCRETE | LAST REVISION: MAR 2024 | PLATE NO.: GEN-04A

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

DRAWING NAME	NO.	BY	DATE	REVISION
TERRITORIAL	1			
DRAWN				
RSM				
CHECKED				
ERJ				
DATE				
01/24/2025				

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

Eric R Johnson

ERIC R. JOHNSON, P.E.
Date: 01/24/25 Lic. No. 26428

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

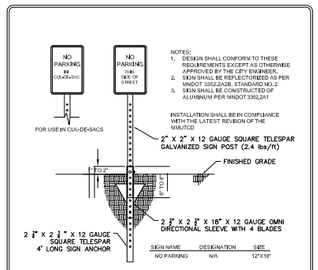
CITY PROJECT NO.
--

DAYTON, MINNESOTA

CONSTRUCTION DETAILS
TERRITORIAL GROVE
PULTE GROUP

FILE NO.
72905-1177

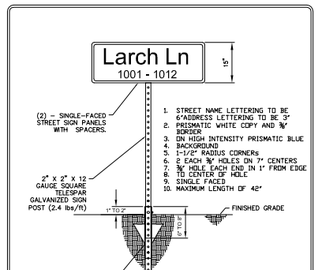
25
26



NOTES:
1. DESIGN SHALL CONFORM TO THESE REQUIREMENTS EXCEPT AS OTHERWISE APPROVED BY THE CITY ENGINEER.
2. SIGN SHALL BE REFLECTORIZED AS PER MNDOT 3352.2A-2B, STANDARD NO.2
3. SIGN SHALL BE CONSTRUCTED OF ALUMINUM PER MNDOT 3352.2A1

NOTE:
1. INSTALLATION SHALL BE IN COMPLIANCE WITH THE LATEST VERSION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
2. FOR STREETS WITH SPEED LIMIT GREATER THAN 30 MPH, A 0.75' SIGN WITH 0.5" LETTERS IS REQUIRED.
3. NO PARKING SIGNS TO BE INSTALLED PER APPROVED SIGNAGE PLAN.
4. SIGN SHALL BE CONSTRUCTED OF ALUMINUM PER MNDOT 3352.2A1.
5. WHEN INSTALLED IN CONCRETE USE SURFACE MOUNTED ANCHOR BASE 9/16"x4" CONCRETE ANCHOR BOLTS KLEEN BREAK MODEL 425 OR APPROVED EQUAL. (SEE DETAIL STR-26)
6. ALL NO PARKING SIGNS TO BE INSTALLED BACK-TO-BACK.

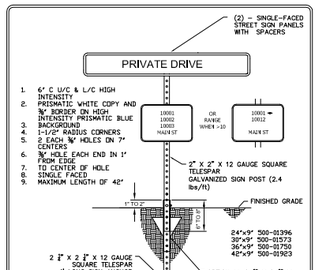
CITY OF Dayton	NO PARKING SIGNS	LAST REVISION: MAR 2024	PLATE NO.: GEN-05



1. STREET NAME LETTERING TO BE 6"ADDRESS LETTERING TO BE 3"
2. PRISMATIC WHITE COPY AND ¾" BORDER ON HIGH INTENSITY PRISMATIC BLUE BACKGROUND
3. ON HIGH INTENSITY PRISMATIC BLUE BACKGROUND
4. 1-1/2" RADIUS CORNERS
5. 2 EACH ¾" HOLES ON 7" CENTERS
6. ¾" HOLE EACH END IN 1" FROM EDGE TO CENTER OF HOLE
7. SINGLE FACED
8. MAXIMUM LENGTH OF 42"

NOTE:
1. INSTALLATION SHALL BE IN COMPLIANCE WITH THE LATEST VERSION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
2. SIGNS SHALL BE CONSTRUCTED OF ALUMINUM PER MNDOT 3352.2A1.

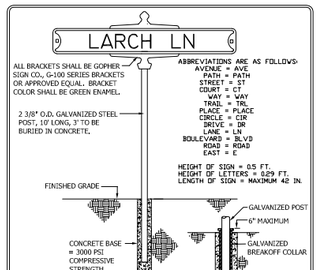
CITY OF Dayton	PRIVATE DRIVE SIGN - RESIDENTIAL	LAST REVISION: MAR 2024	PLATE NO.: GEN-06A



1. 6" C U/C & L/C HIGH INTENSITY
2. PRISMATIC WHITE COPY AND ¾" BORDER ON HIGH INTENSITY PRISMATIC BLUE BACKGROUND
3. 1-1/2" RADIUS CORNERS
4. 2 EACH ¾" HOLES ON 7" CENTERS
5. ¾" HOLE EACH END IN 1" FROM EDGE
6. TO CENTER OF HOLE
7. SINGLE FACED
8. MAXIMUM LENGTH OF 42"

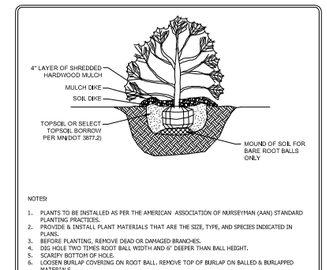
NOTE:
1. INSTALLATION SHALL BE IN COMPLIANCE WITH THE LATEST VERSION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
2. FOR STREETS WITH SPEED LIMIT GREATER THAN 30 MPH, A 0.75' SIGN WITH 0.5" LETTERS IS REQUIRED.
3. SIGN SHALL BE ALUMINUM PLATE WITH REFLECTORIZED WHITE LETTERS ON A GREEN BACKGROUND WITH TYPE AP BORDER STYLE.
4. TYPICALLY INSTALLED AT SOUTHWEST CORNER OF INTERSECTION. ALL EQUALS MUST BE APPROVED BY CITY ENGINEER BEFORE INSTALLATION.
5. SIGN SHALL BE CONSTRUCTED OF ALUMINUM PER MNDOT 3352.2A1.

CITY OF Dayton	PRIVATE DRIVE SIGN - RURAL	LAST REVISION: MAR 2024	PLATE NO.: GEN-06B



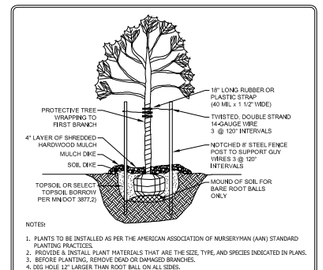
NOTE:
1. NUMBERED STREETS ARE TO BE WRITTEN OUT WHEN THE NUMBER IS NINETEENTH OR LESS.
2. INSTALLATION SHALL BE IN COMPLIANCE WITH THE LATEST VERSION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
3. ON STREETS WITH SPEED LIMIT GREATER THAN 30 MPH, A 9" SIGN WITH 6" LETTERS IS REQUIRED.
4. SIGN SHALL BE ALUMINUM PLATE WITH REFLECTORIZED WHITE LETTERS ON A GREEN BACKGROUND WITH TYPE AP BORDER STYLE.
5. TYPICALLY INSTALLED AT SOUTHWEST CORNER OF INTERSECTION. ALL EQUALS MUST BE APPROVED BY CITY ENGINEER BEFORE INSTALLATION.
6. SIGN SHALL BE CONSTRUCTED OF ALUMINUM PER MNDOT 3352.2A1.

CITY OF Dayton	STREET SIGN DETAIL	LAST REVISION: MAR 2024	PLATE NO.: GEN-06



NOTES:
1. PLANTS TO BE INSTALLED AS PER THE AMERICAN ASSOCIATION OF NURSERYMAN (AAN) STANDARD PLANTING PRACTICES.
2. PROVIDE & INSTALL PLANT MATERIALS THAT ARE THE SIZE, TYPE, AND SPECIES INDICATED IN PLANS.
3. BEFORE PLANTING, REMOVE DEAD OR DAMAGED BRANCHES.
4. DIG HOLE TWO TIMES ROOT BALL WIDTH AND 6" DEEPER THAN BALL HEIGHT.
5. SCARIFY BOTTOM OF HOLE.
6. LOOSEN BURLAP COVERING ON ROOT BALL. REMOVE TOP OF BURLAP ON BALLED & BURLAPPED MATERIALS.
7. IF BARE ROOTED, SET BARE ROOT CROWN ON MOUND & SPREAD ROOTS OVER & DOWN SIDES OF MOUND.
8. PLANT TREE SO TOP OF ROOT BALL IS FLUSH WITH TOP OF SOIL.
9. FILL HOLE 6 FULL OF SOIL & TAMP.
10. FILL REMAINING SPACE WITH WATER AND WAIT FOR IT TO SETTLE.
11. FINISH FILLING HOLE WITH SOIL AND MAKE A SOIL DIKE AROUND ROOT BALL.
12. CONTRACTOR SHALL VERIFY LOCATIONS OF ALL UTILITIES PRIOR TO DIGGING AND PLANT INSTALLATION.

CITY OF Dayton	SHRUB PLANTING DETAIL	LAST REVISION: MAR 2024	PLATE NO.: GEN-07



NOTES:
1. PLANTS TO BE INSTALLED AS PER THE AMERICAN ASSOCIATION OF NURSERYMAN (AAN) STANDARD PLANTING PRACTICES.
2. PROVIDE & INSTALL PLANT MATERIALS THAT ARE THE SIZE, TYPE, AND SPECIES INDICATED IN PLANS.
3. BEFORE PLANTING, REMOVE DEAD OR DAMAGED BRANCHES.
4. DIG HOLE 12" LARGER THAN ROOT BALL ON ALL SIDES.
5. SCARIFY BOTTOM OF HOLE.
6. LOOSEN BURLAP COVERING ON ROOT BALL. REMOVE TOP OF BURLAP ON BALLED & BURLAPPED MATERIALS.
7. IF BARE ROOTED, SET BARE ROOT CROWN ON MOUND & SPREAD ROOTS OVER & DOWN SIDES OF MOUND.
8. PLANT TREE SO TOP OF ROOT BALL IS FLUSH WITH TOP OF SOIL.
9. FILL HOLE 6 FULL OF SOIL & TAMP.
10. FILL REMAINING SPACE WITH WATER AND WAIT FOR IT TO SETTLE.
11. FINISH FILLING HOLE WITH SOIL AND MAKE A SOIL DIKE AROUND ROOT BALL.
12. CONTRACTOR SHALL VERIFY LOCATIONS OF ALL UTILITIES PRIOR TO DIGGING AND PLANT INSTALLATION.

CITY OF Dayton	DECIDUOUS TREE PLANTING DETAIL	LAST REVISION: MAR 2024	PLATE NO.: GEN-08

NOTES:
1. PLANTS TO BE INSTALLED AS PER THE AMERICAN ASSOCIATION OF NURSERYMAN (AAN) STANDARD PLANTING PRACTICES.
2. PROVIDE & INSTALL PLANT MATERIALS THAT ARE THE SIZE, TYPE, AND SPECIES INDICATED IN PLANS.
3. BEFORE PLANTING, REMOVE DEAD OR DAMAGED BRANCHES.
4. DIG HOLE TWO TIMES ROOT BALL WIDTH AND 6" DEEPER THAN BALL HEIGHT.
5. SCARIFY BOTTOM OF HOLE.
6. LOOSEN BURLAP COVERING ON ROOT BALL. REMOVE TOP OF BURLAP ON BALLED & BURLAPPED MATERIALS.
7. IF BARE ROOTED, SET BARE ROOT CROWN ON MOUND & SPREAD ROOTS OVER & DOWN SIDES OF MOUND.
8. PLANT TREE SO TOP OF ROOT BALL IS FLUSH WITH TOP OF SOIL.
9. FILL HOLE 6 FULL OF SOIL & TAMP.
10. FILL REMAINING SPACE WITH WATER AND WAIT FOR IT TO SETTLE.
11. FINISH FILLING HOLE WITH SOIL AND MAKE A SOIL DIKE AROUND ROOT BALL.
12. CONTRACTOR SHALL VERIFY LOCATIONS OF ALL UTILITIES PRIOR TO DIGGING AND PLANT INSTALLATION.

CITY OF Dayton	CONIFEROUS TREE PLANTING DETAIL	LAST REVISION: MAR 2024	PLATE NO.: GEN-09

WETLAND BUFFER POSTS TO BE INSTALLED EVERY PROPERTY CORNER AND ANGLE POINTS OF WETLAND BUFFER

NOTE: ALL SIGNS SHALL BE OBTAINED AT CITY HALL

CITY OF Dayton	WETLAND BUFFER CONSERVATION AREA AND CITY NATURAL AREA SIGN	LAST REVISION: MAR 2024	PLATE NO.: GEN-10

PARKING ANGLE (DEGREES)	DIAGRAM	45	60	75	90
STALL WIDTH, PARALLEL TO AISLE	A	12.7	10.4	9.3	9.0
STALL LENGTH OF LINE	B	25.0	22.0	20.0	18.5
STALL WIDTH TO WALL	C	17.7	19.0	19.8	18.5
STALL WIDTH, BETWEEN STALL LINES	D	12.0	10.0	9.0	9.0
STALL DEPTH, INTERLOCK	F	15.3	17.5	18.8	18.5
MODULE, WALL TO INTERLOCK	G	43.8	52.5	61.5	63.0
MODULE, INTERLOCKING	G	42.6	51.0	61.0	63.0
MODULE, INTERLOCK TO CURB FACE	H	42.8	50.2	59.5	60.5
BUMPER OVERHANG (TYPICAL)	I	2.1	2.3	2.3	2.0
AISLE	J	12.7	13.0	15.0	24.0
SETBACK	K	11.0	8.3	5.0	0.0
CROSS AISLE, ONE-WAY	L	14.0	14.0	14.0	14.0
CROSS AISLE, TWO-WAY	-	24.0	24.0	24.0	24.0

CITY OF Dayton	TYPICAL PARALLEL PARKING AND STALL DETAILS	LAST REVISION: MAR 2024	PLATE NO.: GEN-11

MANDREL SIZE

SDR 35 (ASTM F 679)				
PIPE SIZE	INSIDE DIA.	DEFLECTION (5%)	MANDREL DIA.	AIR TEST
	MIN.	MAX.		
4	3.826	0.191	4	4
6	5.745	0.287	6	6
8	7.664	0.383	8	8
10	9.583	0.479	9	9
12	11.502	0.575	11	11
15	14.381	0.719	13	13

PS 46 (ASTM F 794)				
PIPE SIZE	INSIDE DIA.	DEFLECTION (5%)	MANDREL DIA.	AIR TEST
	MIN.	MAX.		
10	10.570	0.528	10	10
12	12.444	0.622	12	12
15	15.257	0.763	14	14
18	18.070	0.904	16	16
21	20.882	1.044	19	19
24	23.695	1.185	22	22
27	26.508	1.325	24	24
30	29.321	1.466	27	27
36	34.947	1.747	32	32

SDR 26 (ASTM F 794)				
PIPE SIZE	INSIDE DIA.	DEFLECTION (5%)	MANDREL DIA.	AIR TEST
	MIN.	MAX.		
4	3.934	0.197	4	4
6	5.908	0.295	6	6
8	7.882	0.394	8	8
10	9.855	0.493	9	9
12	11.829	0.591	11	11
15	14.786	0.739	13	13

PS 115 (ASTM F 1803)				
PIPE SIZE	INSIDE DIA.	DEFLECTION (5%)	MANDREL DIA.	AIR TEST
	MIN.	MAX.		
10	10.570	0.528	10	10
12	12.444	0.622	12	12
15	15.257	0.763	14	14
18	18.070	0.904	16	16
21	20.882	1.044	19	19
24	23.695	1.185	22	22
27	26.508	1.325	24	24
30	29.321	1.466	27	27
36	34.947	1.747	32	32

SDR 41 (ASTM F 1803)				
PIPE SIZE	INSIDE DIA.	DEFLECTION (5%)	MANDREL DIA.	AIR TEST
	MIN.	MAX.		
4	3.934	0.197	4	4
6	5.908	0.295	6	6
8	7.882	0.394	8	8
10	9.855	0.493	9	9
12	11.829	0.591	11	11
15	14.786	0.739	13	13

NOTE: SEE GEN-12 FOR SANITARY SEWER TESTING REQUIREMENTS

CITY OF Dayton	DEFLECTION TEST PIPE MATERIAL AND MANDREL SIZE	LAST REVISION: MAR 2024	PLATE NO.: GEN-12

GENERAL TESTING NOTES:
1. PIPE MATERIAL AND TESTING REQUIREMENTS MAY CHANGE DEPENDING ON SOIL CONDITIONS AND OTHER FACTORS.
2. ALL TESTING TO occur before BUILDING PERMITS ARE ISSUED OR CONSTRUCTION OF WEAR COURSE PAVEMENT.
3. CITY TO BE NOTIFIED MINIMUM 48 HOURS BEFORE ANY UTILITY TESTING OR BUILDING PERMIT.

SANITARY SEWER TESTING NOTES:
1. A MINIMUM WAITING TIME PERIOD OF 30 DAYS AFTER INSTALLATION IS REQUIRED BEFORE DEFLECTION TEST MAY BE PERFORMED. (SEE GEN-11)
2. TRACER WIRE TEST TO BE PERFORMED ON ALL SANITARY SEWER AND SANITARY SEWER SERVICES BY METROTECH OR APPROVED EQUAL.
3. AIR TEST WILL BE PERFORMED AT A PRESSURE OF 4.0 PSIG GREATER THAN THE PRESSURE EXERTED BY ANY GROUNDWATER THAT MAY BE PRESENT.
4. IF GROUNDWATER IS PRESENT, FOR EACH FOOT OF GROUND WATER ABOVE THE PIPE SPRING LINE, INCREASE THE GAGE TEST PRESSURE BY 0.43 PSI TO COMPENSATE FOR WATER BACK PRESSURE. (SEE GEN-11)
5. THE SEWER LINE WHICH IS BEING TESTED WILL BE ACCEPTED AS PASSING THE AIR TEST IF THE PRESSURE DOES NOT DROP MORE THAN 0.5 PSI IN LESS TIME THAN 30 SECONDS FOR INCH IN DIAMETER OF THE PIPE BEING TESTED.
6. ALL SANITARY SEWER MAINS SHALL BE TESTED NEWLY INSTALLED GRAVITY SEWER FOLLOWING ALL OTHER SUCCESSFUL TESTING.
7. SANITARY SEWER TO BE JETTED PRIOR TO TELEVISING.
8. ALL PROVIDENCE STORM SEWER MUST BE INSTALLED BEFORE WATERMAIN TESTING BEGINS.

FORCEMAIN TESTING NOTES:
1. FORCEMAIN HYDROSTATIC TEST PROCEDURE AS FOLLOWS-
1.1. PUMP SYSTEM TO MINIMUM 75 PSI.
1.2. THE FORCEMAIN SYSTEM WILL BE ACCEPTED AS PASSING IF THE PRESSURE HAS NO DROP IN PRESSURE IN 2 HOURS.
2. GAUGE TO BE USED WILL BE AN ASHCROFT, MODEL 1082, A 1/2" DIAMETER IN ONE PSI INCREMENTS OR APPROVED EQUAL.
3. TRACER WIRE TEST REQUIRED FOR ALL FORCEMAIN TRACER WIRE

WATERMAIN TESTING NOTES:
1. WATERMAIN TESTING TO INCLUDE ALL CURB STOPS AND HYDRANT LEADS.
2. HYDROSTATIC TEST PROCEDURE AS FOLLOWS-
2.1. PUMP SYSTEM TO MINIMUM 150 PSI.
2.2. THE WATERMAIN SYSTEM WILL BE ACCEPTED AS PASSING IF THE PRESSURE HAS NO DROP IN PRESSURE IN 2 HOURS.
2.3. ALL BUTTERFLY VALVES TO BE INDIVIDUALLY HYDROSTATICALLY TESTED AGAINST BOTH SIDES OF VALVE.
3. BACTERIA TEST (MINIMUM 2 SETS)
3.1. 1 TEST FOR EVERY 1000 LF
3.2. 1ST SET OF TESTS 24 HOURS AFTER INITIAL FLUSHING.
3.3. SECOND SET OF TESTS TO BE TAKEN AFTER PASSING RESULTS FROM FIRST TEST, MINIMUM 24 HOURS AFTER FIRST TEST.
4. TRACER WIRE TEST REQUIRED FOR ALL WATERMAIN BY A METROTECH OR APPROVED EQUAL. TRACER WIRE TO BE CONTINUOUS THROUGH ENTIRE LINE, ALL SERVICES TO CURB STOPS.
5. WATERMAIN TESTING TO MEET MINNESOTA DEPARTMENT OF HEALTH STANDARDS.
6. ALL PROVIDENCE STORM SEWER MUST BE INSTALLED BEFORE WATERMAIN TESTING BEGINS.

STORM SEWER TESTING NOTES:
1. TELEVISING SHALL BE PERFORMED ON ALL NEWLY INSTALLED STORM SEWER.
2. TELEVISING SHALL BE PERFORMED ON ALL DRAINTILE AFTER WEAR COURSE AND AFTER PRIVATE UTILITIES ARE INSTALLED.
3. TELEVISING SHALL BE PERFORMED ON ALL REAR YARD DRAINTILE AFTER RESTORATION IS COMPLETE.
4. ALL TELEVISING TAPES TO BE EMAILED TO CITY REPRESENTATIVE.

CITY OF Dayton	TESTING REQUIREMENTS	LAST REVISION: MAR 2024	PLATE NO.: GEN-13

BUILDING SITE REQUIREMENTS:
ALL BUILDING SITES SHALL BE SURVEYED BY A MINNESOTA LICENSED LAND SURVEYOR. IT IS RECOMMENDED THAT ANY BUILDER MEET WITH THE CITY ENGINEER OR BUILDING OFFICIAL PRIOR TO PURCHASING LOTS AND PREPARING GRADING OF SURVEYED AND STAKED LOTS. COMPLETE AND ACCURATE INFORMATION WILL EXPEDITE THE PLAN REVIEW PROCESS.

1. CERTIFICATE OF SURVEY:
A CERTIFICATE OF SURVEY IS REQUIRED TO OBTAIN A BUILDING PERMIT FOR NEW CONSTRUCTION AND MAY BE REQUIRED FOR ADDITIONS. THE CERTIFICATE SHALL DEPICT EXISTING STRUCTURE LOCATION OR DESCRIPTION OF GRADING CHANGES WHEN A LAND SURVEY IS NOT REQUIRED BY CITY ORDINANCE.
2. GRADING PLAN REQUIRED:
A GRADING PLAN IS REQUIRED TO BE SUBMITTED FOR REVIEW AND APPROVAL BY THE CITY ENGINEER PRIOR TO ANY GRADING OR CONSTRUCTION. NO NEW CONSTRUCTION AND WHEN A GRADING PERMIT IS REQUIRED, NO GRADING SHALL BE DONE ON ANY LOT UNTIL A GRADING PLAN HAS BEEN APPROVED BY THE CITY ENGINEER.
3. GRADING PLANS CONFORMANCE WITH ENGINEER'S BUILDING SETBACKS, LOCATIONS, ELEVATIONS, AND GRADING.

DESIGNED BUILDER MUST SHOW:
ALL PROPERTY LINES
ALL BENCHMARKS WITH ELEVATION MEDIUM AND NORTH ARROW
PLANNED DEVELOPMENT ____ SUBDIVISION DATE AND REVISION DATES

FEATURES
ALL EXISTING STRUCTURES (FULL BASEMENT, WALKOUT, LOOKOUT, ETC.)
WELL LOCATIONS
SEPTIC SYSTEM LOCATIONS
ALL PROPOSED STRUCTURES (HOUSE AND GARAGE FLOOR ELEVATIONS)
MID-POINT ELEVATIONS ALONG SIDE LOT LINES
ALL DRIVEWAYS WITH GRADES
DRIVEWAYS AND SIDEWALKS WITH BOTTOM SIDE LOCATIONS
ARROWS FOR DRAINAGE
ALL RETAINING WALLS
WELLS, SEPTIC SYSTEMS, TANKS
ELEVATIONS AND DIMENSIONS OF EXISTING AND PROPOSED STRUCTURES
ELEVATIONS OF ALL CURB STOPS AND HYDRANTS (SHALL BE LOCATED)
WATERMAIN OR SANITARY SEWER MAINS, SERVICES, MANHOLES, LIFT STATIONS
ELEVATIONS OF ALL SANITARY SEWER MANHOLES, LIFT STATIONS, AND FORCEMAINS
DRAINAGE DETAILS, SWALES, CATCH BASINS, STRUCTURES, AND EMERGENCY OVERFLOWS
ALL EASEMENTS AND RIGHT-OF-WAY WIDTHS
EXISTING AND PROPOSED UTILITIES INCLUDING WATER AND SEWER STUBS AND SIZES

ELEVATIONS
ALL FINISH GRADE ELEVATIONS, EXISTING LOT ELEVATIONS, AND PROPOSED ELEVATIONS AND CONTOURS PER APPROVED GRADING PLAN.
NOTE ELEVATIONS AT THE MINIMUM REQUIREMENTS (HIGH AND MEDIUM OR SHOWING LOWEST AROUND ELEVATION ADJACENT TO THE BUILDING AND ALL CORNERS OF THE BUILDING, AND ALL ELEVATIONS AT DRAINAGE SWALES INTERSECT LOT LINES, AND UNDER PONDING EASEMENTS AT THE LOWEST POINT.
ELEVATIONS SHALL BE SHOWN AT TOP OF CURB ELEVATION.
MINIMUM BASEMENT FLOOR GRADE IS 1.5 FEET MINIMUM BELOW, BUT NOT TO EXCEED 3FT.
MINIMUM GARAGE FLOOR GRADE IS 0.5 FEET MINIMUM BELOW, BUT NOT TO EXCEED 3FT.
WALKOUT BASEMENT FLOOR GRADE IS 1.5 FEET MINIMUM BELOW, BUT NOT TO EXCEED 3FT.
DRAINAGE SWALES, DEPICT CENTER, STRUCTURES, AND EMERGENCY OVERFLOWS
ALL EASEMENTS AND RIGHT-OF-WAY WIDTHS
EXISTING AND PROPOSED UTILITIES INCLUDING WATER AND SEWER STUBS AND SIZES, WETLANDS, PONDS, AND STREAMS
UTILITY POTENTIAL GRADING AS-BUILT ONLY!
ALL ELEVATIONS SHALL BE NAVD 88

ELEVATIONS MUST BE SHOWN AT ALL LOT LINES. REQUIREMENTS FOR AS-BUILT CONSTRUCTION AND GRADING SURVEYS, ELEVATIONS MUST BE CROSS-REFERENCED WITH APPROVED ELEVATIONS.

MINIMUM BUILDING SLAB ELEVATIONS
BUILDING SHALL BE CONSTRUCTED AT LEAST TWO (2) FEET ABOVE 100-YEAR FLOOD ELEVATION AND TWO (2) FEET ABOVE HIGHEST ANTICIPATED WATER LEVEL ONLY ELEVATION AS ESTABLISHED BY THE APPROVED PLANS AND THE CITY ENGINEER.

BUILDING AND GARAGE FLOOR ELEVATIONS
ALL BUILDINGS AND GARAGE FLOOR ELEVATIONS MUST BE AT LEAST ONE (1) FOOT ABOVE ALL EMERGENCY OVERFLOWS.

THIS INFORMATIONAL DOCUMENT MAY NOT COMPREHENSIVELY ADDRESS ALL LAWS RELATED TO THE SUBJECT ADDRESSED. IT IS PROVIDED AS GENERAL GUIDE ONLY AS A HELPFUL GUIDE. SITE PREPARATION OR PERMITTED WORK IS NOT ALLOWED UNTIL PERMITS HAVE BEEN ISSUED BY THE CITY OF DAYTON.

CITY OF Dayton	CERTIFICATE OF SURVEY AND GRADING AS-BUILT REQUIREMENTS	LAST REVISION: MAR 2024	PLATE NO.: GEN-14

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

DRAWING NAME	NO.	BY	DATE	REVISION
TERRITORIAL	1			
DRAWN				
RSM				
CHECKED				
ERJ				
DATE				
01/24/2025				

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

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

Eric R Johnson

ERIC R. JOHNSON, P.E.
Date: 01/24/25 Lic. No. 26428

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

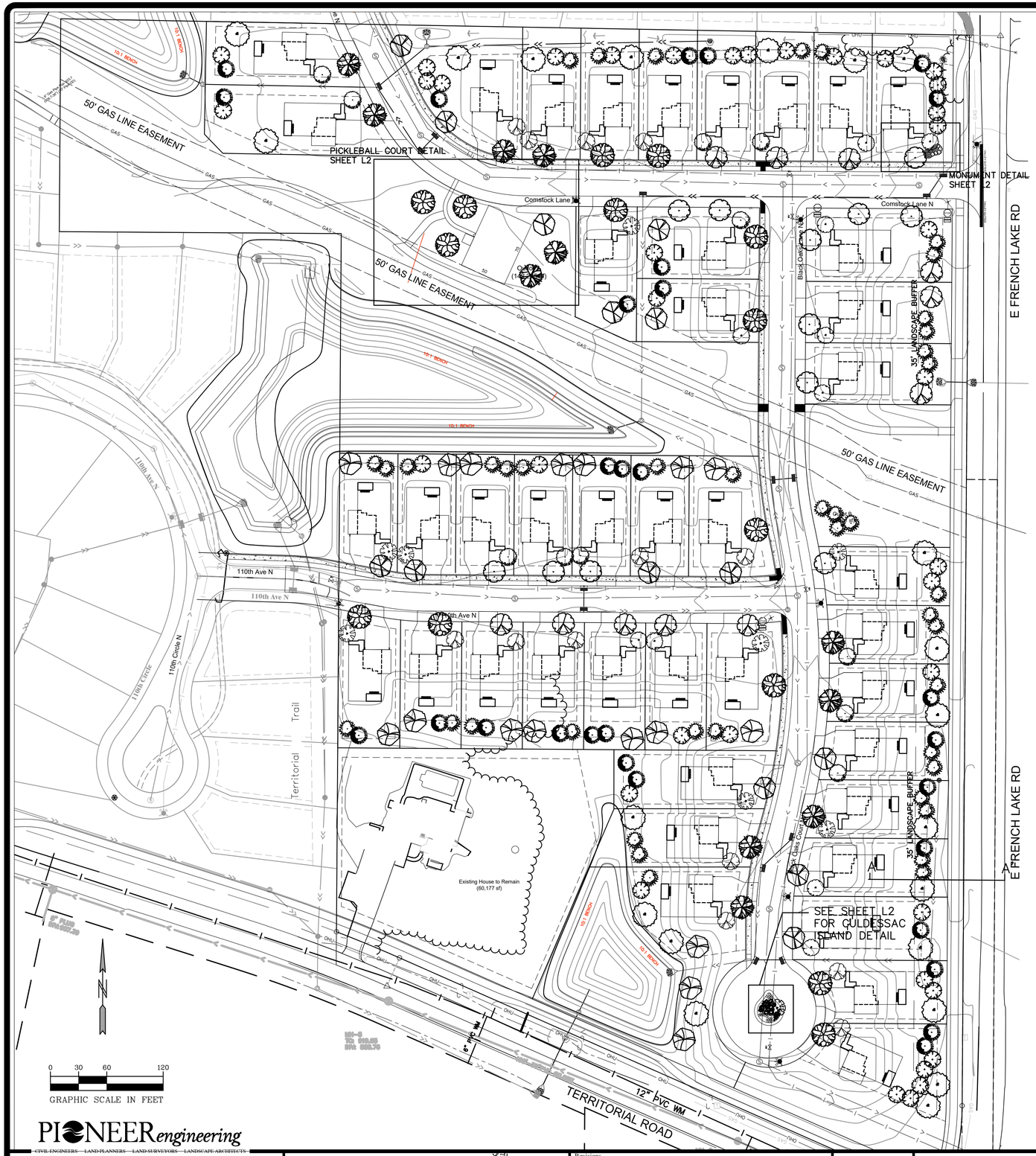
CITY PROJECT NO.
--

DAYTON, MINNESOTA

CONSTRUCTION DETAILS
TERRITORIAL GROVE
PULTE GROUP

FILE NO.
72905-1177

99 26 / 26



PLANT SCHEDULE				
KEY	COMMON NAME/Scentific name	ROOT	QUANTITY	NOTES
	OVERSTORY TREES			
	NORTHWOOD MAPLE/Acer rubrum 'Northwood'	2.5" B&B	14	
	RIVER BIRCH/Betula nigra 'Heritage'	8-10' B&B	21	Clump
	COMMON HACKBERRY/Celtis occidentalis	2.5" B&B	12	
	THORNLESS HONEYLOCUST/Gleditsia triacanthos var. inermis	2.5" B&B	14	
	NORTHERN PIN OAK/Quercus palustris	2.5" B&B	11	
	SENTRY LINDEN/Tila americana 'Sentry'	2.5" B&B	11	
	SWAMP WHITE OAK/Quercus bicolor	2.5" B&B	17	
	EVERGREEN TREES			
	BLACK HILLS SPRUCE/Picea glauca densata	8' B&B	42	
	WHITE PINE/Pinus strobus	8' B&B	29	
	BALSAM FIR/Abies balsamea	8' B&B	38	
	ORNAMENTAL TREES			
	JAPANESE TREE LILAC/Syringa reticulata	6-8' B&B	10	Clump
	PRAIRIE FIRE CRAB/Malus 'Prairie Fire'	2" B&B	13	
	SERVICEBERRY/Amelanchier laevis	6-8' B&B	8	Clump
	SPRING SNOW CRAB/Malus 'Spring Snow'	2" B&B	11	

LANDSCAPE NOTES

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

OVERALL LANDSCAPE DATA:

TREES REQUIRED: 8"/LOT
PROPOSED LOTS: 42
CALIPER INCHES REQUIRED FOR LOT TREES: 336"
EACH LOT HAS A MINIMUM OF 2 TREES/FRONT YARD.

BUFFER REQUIREMENT ALONG FRENCH LAKE ROAD:
35' WIDE LANDSCAPE BUFFER
6 TREES/100': 900' OF BUFFER
54 TREES REQUIRED FOR BUFFER REQUIREMENT
54 BUFFER TREES PROPOSED

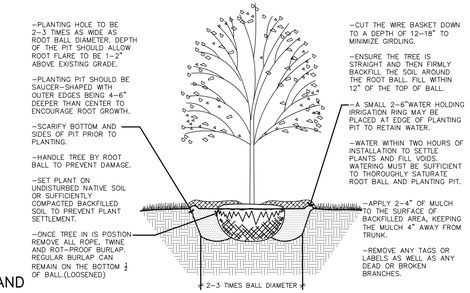
MITIGATION REQUIRED: 524"

TOTAL PROPOSED INCHES ON ENTIRE PROJECT: 770"

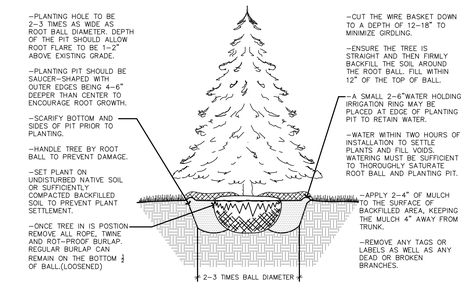
TREES TO BE PLANTED A MINIMUM OF 5' FROM PROPERTY LINES AND SHALL NOT CONFLICT WITH EXISTING PLANTINGS, SIDEWALKS, OR TRAILS.

SURVEYING AND ENGINEERING BY SATHRE-BERGQUIST

DECIDUOUS TREE PLANTING DETAIL

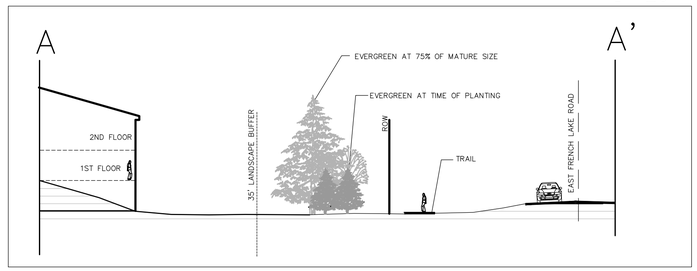


CONIFEROUS TREE PLANTING DETAIL



CROSS SECTION A

1"=20'



PIONEER engineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS
2422 Enterprise Drive
Mendota Heights, MN 55120
(651) 681-1914
Fax: 681-9488
www.pioneereng.com

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Landscape Architect under the laws of the State of Minnesota
Name Jennifer L. Thompson
Reg. No. 44763 Date 4-17-2025

Revisions
1-24-2025 updated utility plan
2-16-2025 client comments
4-17-2025 client comments

Date 9-27-2024
Designed JLT
Drawn JLT

LANDSCAPE PLAN | PULTE HOMES | TERRITORIAL GROVE DAYTON, MINNESOTA | L1 OF 1

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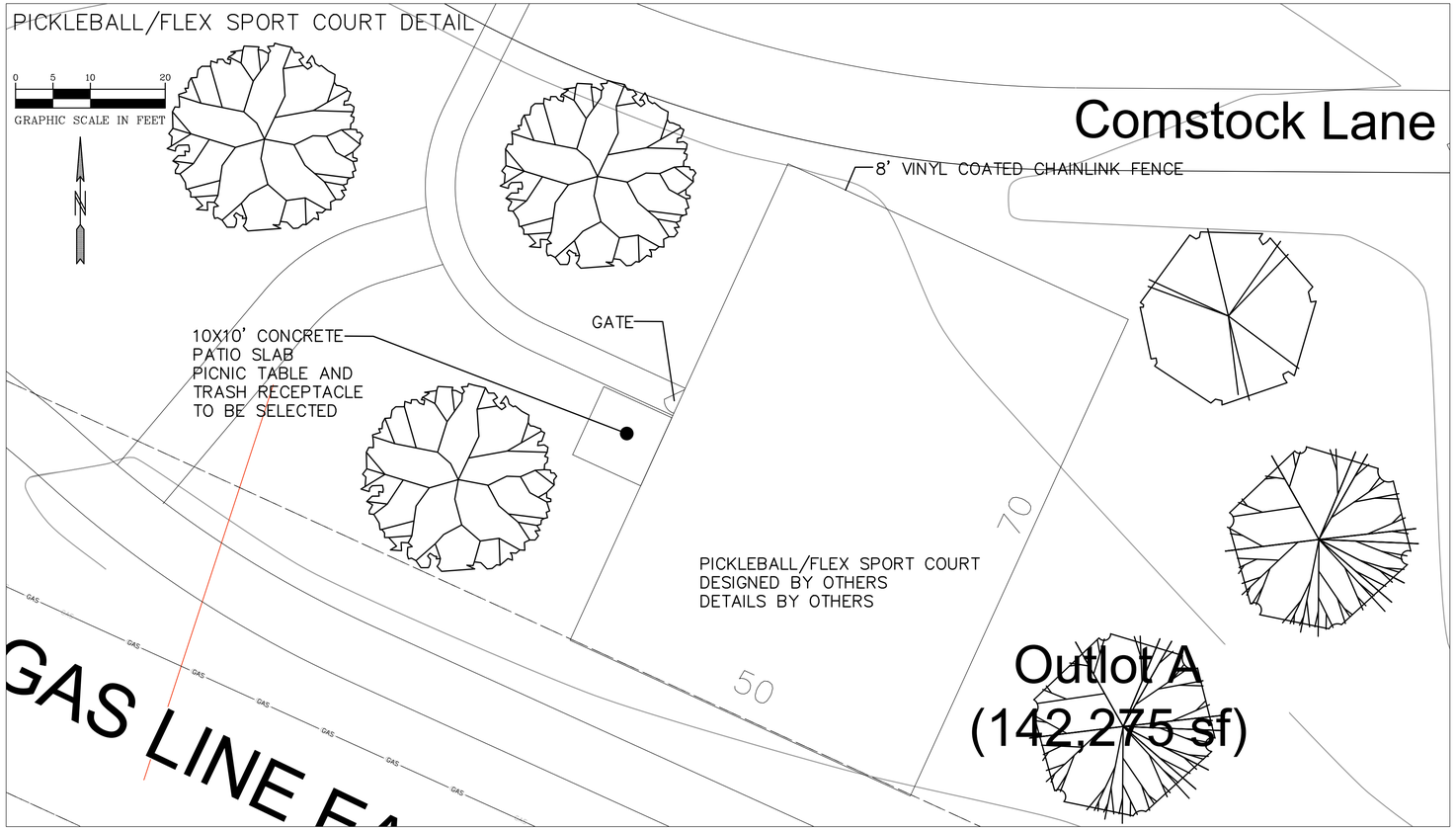

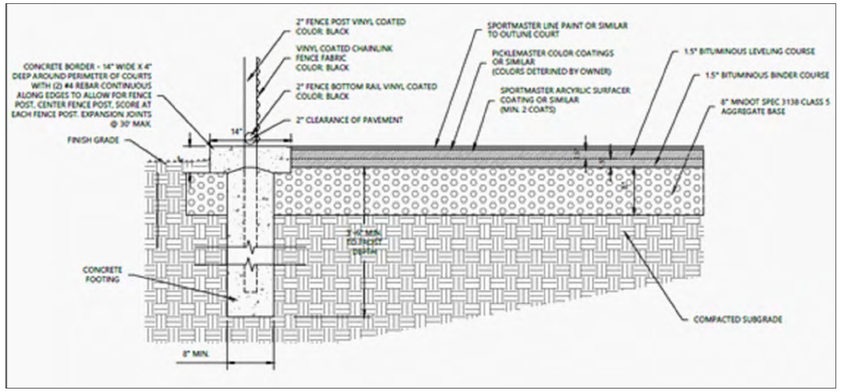

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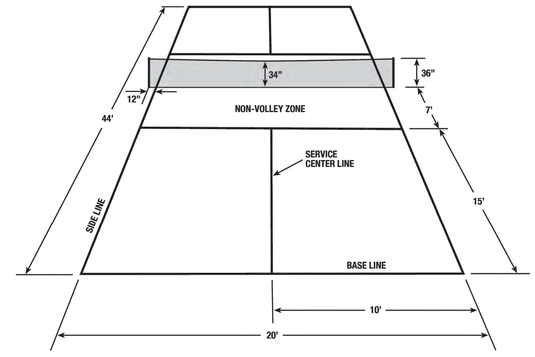
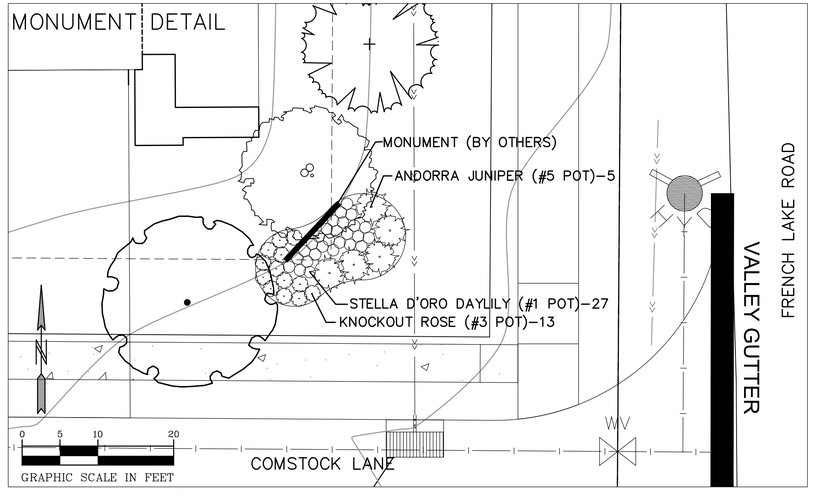
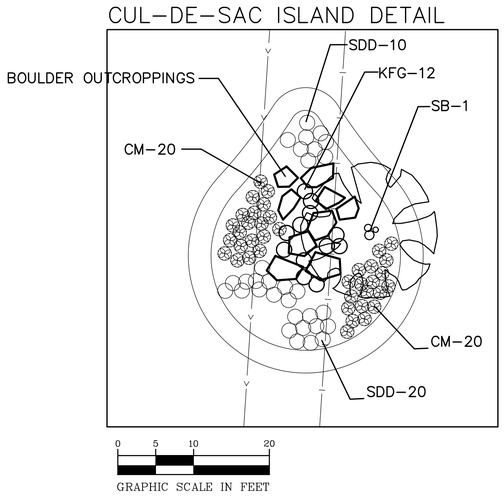
PICKLEBALL COURT DIAGRAM





MONUMENT PLANTINGS TO BE EDGED WITH BLACK VINYL LANDSCAPE GRADE EDGER
PLANTING BED TO BE MULCHED WITH SHREDDED HARDWOOD TO A DEPTH OF 3"
NO WEED BARRIER
PREEN OR EQUIVALENT TO BE USED AT TIME OF PLANTING
PLANTING BED TO BE AMENDED WITH PLANTING SOIL/COMPOST TO A DEPTH OF AT LEAST 6"
MONUMENT DESIGNED BY OTHERS (TO BE DETERMINED)



PLANT SCHEDULE			QUANTITY		NOTES
KEY	COMMON NAME/Scentific name	ROOT	DETAIL A	DETAIL B	
	ORNAMENTAL TREES				
SB	AUTUMN BRILLANCE SERVICEBERRY/Amelanchier x grandiflora 'Autumn Brilliance'	6' B&B	1		Multi-Stem
	PERENNIALS				
KFG	KARL FOERSTER GRASS/Calamagrostis acutiflora	#1 POT	12		Plant as shown
CM	WALKERS CATMINT/Nepeta x faasenii 'Walkers Low'	#1 POT	40		24" O.C.
SDD	STELLA D'ORO DAYLILY/Hemerocallis 'Stella D'Oro'	#1 POT	30		24" O.C.

ISLAND NOTES:

1. LARGE RIVER ROCK (3-8") TO BE INSTALLED 4' FROM THE CURB EDGE AROUND THE ISLAND.
2. 6MM BLACK POLY SHEETING TO BE USED BELOW ROCK.
3. THE CENTER OF THE ISLANDS TO BE MULCHED WITH SHREDDED HARDWOOD TO A DEPTH OF 2-3".
4. NO WEED BARRIER USED IN WOOD MULCH AREAS.
5. PREEN OR EQUAVALENT TO BE USED IN WOOD MULCH AREAS AT TIME OF PLANTING AND AS PART OF REGULAR MAINTENANCE.
6. SEE SHEETS L1 FOR OVERSTORY AND EVERGREEN TREE LOCATIONS AND SCHEDULE.

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I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Landscape Architect under the laws of the State of Minnesota
Name Jennifer L. Thompson
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Revisions
1-24-2025 updated utility plan
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4-17-2025 city comments

Date 9-27-2024
Designed JLT
Drawn JLT

LANDSCAPE PLAN | PULTE HOMES | TERRITORIAL GROVE DAYTON, MINNESOTA | L2 OF 2

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PRESENTER: Martin Farrell

ITEM: Adopt Public Tree Ordinance

PREPARED BY: Martin Farrell

BACKGROUND: Park Commission identified an opportunity to gain National recognition as an environmentally aware City, with an emphasis on the benefits of trees in our Parks and Neighborhoods. Many of our neighbors are members of this program, Maple Grove, Ramsey, Anoka, Andover. Currently there are 3577 recognized tree cities in the Country, 47% of the US lives in a recognized tree city.

CRITICAL ISSUES: Aligns with the Strategic Initiative to “Maintain and Enhance the Natural and Rural Community Connection”.

BUDGET IMPACT: N/A

RECOMMENDATION: N/A

ATTACHMENT(S): Public Tree Ordinance, Tree City program summary

ORDINANCE NO. 2025-12

CITY OF DAYTON

HENNEPIN AND WRIGHT COUNTIES, MINNESOTA

AN ORDINANCE AMENDING THE DAYTON CITY CODE REGARDING PUBLIC TREES

THE CITY COUNCIL OF THE CITY OF DAYTON ORDAINS:

SECTION 1. AMENDMENT. Dayton City Code Title V: Public Works, is hereby amended by adding the underlined material as follows:

CHAPTER 53: PUBLIC TREES

§ 53.01 PURPOSE.

To enhance the quality of life and the present and future health, safety, and welfare of all residents, to enhance property values, and to ensure proper planting and care of trees on public property, the City Council herein delegates the authority and responsibility for managing public trees, establishes practices governing the planting and care of trees on public property, and makes provision for the emergency removal of trees on private property under certain conditions.

§53.02 DEFINITIONS.

As used in this Article, the following words and phrases shall have the meanings indicated:

DAMAGE. Any injury to or destruction of a tree, including but not limited to: uprooting; severance of all or part of the root system or main trunk; storage of material on or compaction of surrounding soil; a substantial change in the natural grade above a root system or around a trunk; surrounding the tree with impervious paving materials; or any trauma caused by accident or collision.

NUISANCE. Any tree, or limb thereof, that has an infectious disease or insect; is dead or dying; obstructs the view of traffic signs or the free passage of pedestrians or vehicles; or threatens public health, safety, and welfare.

PARKWAY. The area along a public street between the curb and the sidewalk, or if there is no curb or sidewalk, the unpaved portion of the area between the street right-of-way line and the paved portion of the street or alley.

PUBLIC PROPERTY. All grounds and rights-of-way (ROWs) owned or maintained by the City.

PUBLIC TREE. Any tree or woody vegetation on city-owned or city-maintained property or rights-of-way.

TOP OR TOPPING. The non-standard practice of cutting back of limbs to stubs within a tree's crown to such a degree so as to remove the normal canopy and disfigure the tree.

§53.03 AUTHORITY AND POWER.

(a) Delegation of authority and responsibility. The Director of the Public Works Department and/or their designee, hereinafter referred to as the "Director", shall have full authority and responsibility to plant, prune, maintain, and remove trees and woody plants growing in or upon all municipal streets, rights-of-way, city parks, and other public property. This shall include the removal of trees that may threaten electrical, telephone, gas, or any municipal water or sewer line, or any tree that is affected by fungus, insect, or other pest disease.

(b) Coordination among city departments. All city departments will coordinate as necessary with the Director and will provide services as required to ensure compliance with this Ordinance as it relates to streets, alleys, rights-of-way, drainage, easements, and other public properties not under direct jurisdiction of the Director.

(c) Interference. No person shall hinder, prevent, delay, or interfere with the Director or his agents while engaged in carrying out the execution or enforcement of this Ordinance.

§53.04. TREE PLANTING AND CARE STANDARDS.

(a) Standards. All planting and maintenance of public trees shall conform to the American National Standards Institute (ANSI) A-300 "Standards for Tree Care Operations" and shall follow all tree care Best Management Practices (BMPs) published by the International Society of Arboriculture.

(b) Requirements of franchise utility companies. The maintenance of public trees for utility clearance shall conform to all applicable utility industry standards.

(c) Preferred species list. The Director shall maintain an official list of desirable tree species for planting on public property in two size classes: Ornamental (20 feet or less in height at maturity) and Shade (greater than 20 feet at maturity). Trees from this approved list may be planted without special permission; other species may be planted with written approval from the Director.

(d) Planting distances. The Director shall develop and maintain an official set of spacing requirements for the planting of trees on public property. No tree may be planted within the Clear View Triangle of a street intersection or within 10 feet of a fire hydrant.

(e) Planting trees under electric utility lines. Only trees listed as Ornamental trees on the official city tree species list may be planted under or within 15 lateral feet of any overhead utility wire.

§53.05. PROHIBITION AGAINST HARMING PUBLIC TREES.

(a) It shall be unlawful for any person, firm, or corporation to damage, remove, or cause the damage or removal of a tree on public property without written permission from the Director.

(b) It shall be unlawful for any person, firm, or corporation to attach any cable, wire, sign, or any other object to any street, park, or public tree.

DRAFT

(c) Hammocks maybe installed only at specified locations within Parks, and Public lands. Hammocks may not be secured using steel cables or any other material that would cause damage to the tree. Hammocks may only be attached on a temporary basis.

(d) It shall be unlawful for any person, firm, or corporation to "top" any public tree. Trees severely damaged by storms or other causes, where best pruning practices are impractical may be exempted from this provision at the determination of the Director.

(e) Any person, firm, corporation, or city department performing construction near any public tree(s) shall consult with the Director and shall employ appropriate measures to protect the tree(s).

(f) Each violation of this section as determined and notified by the Director shall constitute a separate violation, punishable by fines and penalties under Section 8, in addition to mitigation values placed on the tree(s) removed or damaged in violation of this section.

§53.06 ADJACENT OWNER RESPONSIBILITY.

(a) The owner of land adjacent to any city street or highway, when acting within the provisions of this Ordinance, may plant and maintain trees in the adjacent parkway area with prior consent from the City.

(b) No property owner shall allow a tree, or other plant growing on his or her property to obstruct or interfere with pedestrians or the view of drivers, thereby creating a hazard. If an obstruction persists, the Director shall notify the property owner to prune or remove the tree or plant. If the owner fails to comply with the notice, the City may undertake the necessary work and charge the cost to the property owner.

§53.07 CERTAIN TREES DECLARED A NUISANCE.

(a) Any tree, or limb thereof, on public or private property determined by the Director to have contracted a lethal, communicable disease or insect; to be dead or dying; to obstruct the view of traffic signs or the free passage of pedestrians or vehicles; or that threatens public health, safety, and welfare is declared a nuisance and the City may require its treatment or removal.

(b) Private property owners have the duty, at their own expense, to remove or treat diseased or nuisance trees on their property.

§53.08 VIOLATIONS AND PENALTY.

Any person, firm or corporation violating any provision of this Ordinance shall be deemed guilty of a misdemeanor under section 10.99 of the City code.

§53.09 APPEALS.

Appeals to decisions by the Director, or to penalties imposed after violations of this ordinance, shall be heard by City Council.

§53.10 SEVERABILITY.

Should any word, sentence, clause, paragraph, or provision of this Ordinance be held to be invalid or unconstitutional, the remaining provisions of this Ordinance shall remain in full force and effect.

SECTION 2. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its passage and publication as required by law.

Adopted by the City Council of the City of Dayton this 22nd day of April 2025.

_____
Mayor Dennis Fisher

ATTEST:

_____
Amy Benting, City Clerk

Motion by _____ Seconded by _____

Motion passed _____

Published in THE PRESS on _____.

DRAFT

Tree City USA®

Creating greener communities nationwide

Cooler temperatures. Cleaner air. Healthier residents.

The benefits trees bring to urban environments are endless — and by meeting the four Tree City USA standards, your community can experience them firsthand.

TREE CITY USA®
An Arbor Day Foundation Program

PROGRAM SUMMARY

The Tree City USA program was founded in 1976 to celebrate towns and cities committed to growing their urban canopy. Led by the Arbor Day Foundation, with partners at USDA Forest Service and National Association of State Foresters, it provides the foundational framework necessary for communities to manage and expand their tree cover.

Program applications are completely free. Many cities renew their Tree City USA status every year, making them eligible for a Growth Award and other urban forestry opportunities.

THE FOUNDATION OF URBAN FORESTRY PROGRAM DEVELOPMENT

The Tree City USA program has helped more than 3,600 communities across the country build out their urban forests. Recognition forms the base layer for five different areas of growth, including expansion of personnel, financial investment, defined policies and plans, and engagement with residents.

Arbor Day Foundation®

STANDARDS FOR RECOGNITION

To receive recognition, a community must meet four core standards for its public trees:

✓ Standard 1:
Form A Tree Board Or Department

Delegating responsibility for city- or town-owned trees is the first official step to becoming a Tree City. By forming a tree board or department, cities can create a more organized and effective urban forestry plan.

✓ Standard 2:
Establish A Tree Care Ordinance

A public tree care ordinance assigns clear authority over public trees and provides clear guidance for planting, maintaining, and/or removing trees from streets, parks, and other public spaces.

✓ Standard 3:
Maintain A Community Forestry Program With An Annual Budget Of At Least $2 Per Capita

Your community most likely already spends at least $2 per capita on the planting, care, and removal of trees. This is intended to demonstrate an ongoing investment into your public trees.

✓ Standard 4:
Proclaim and Observe Arbor Day

Celebrating Arbor Day and passing an official holiday proclamation helps create pride for your city's entire urban forestry program.

BENEFITS OF RECOGNITION

By becoming a Tree City, your community will:

- Receive flags, signs, and other materials to proudly display your award
- Educate residents about the value of trees and green space
- Gain national recognition for your commitment to environmental stewardship
- Create a cleaner, healthier, and more beautiful urban landscape

TREE CITY USA®
An Arbor Day Foundation Program

GETTING STARTED

Interested in joining, but not quite sure where to begin? It's as simple as following these five steps!

1. Make the case to friends and leaders in your community
2. Contact your state's urban and community forestry coordinator
3. Work together to fulfill the four Tree City USA standards
4. Celebrate Arbor Day
5. Submit your free application!

Learn and apply today at **arborday.org/treecityusa**

Arbor Day Foundation®

90485101

ITEM:

Accepting Logan Brunette's Resignation

PREPARED BY:

Martin Farrell, Public Works Director

POLICY DECISION / ACTION TO BE CONSIDERED:

Accepting Logan Brunettes resignation

BACKGROUND:

Logan was hired as a Part Time employee in May of 2024. Logan has decided to resign from the position as of March 31, 2025. Logan requested that the resignation letter he gave not be made public. We wish Logan all the best in his future endeavors!

CRITICAL ISSUES:

N/A.

BUDGET IMPACT:

N/A.

RECOMMENDATION:

Accept resignation from Logan Brunette.

ATTACHMENT(S):

Logan Brunette Email

From: Logan Brunette
To: Dan Dehn; Zach Doud; Martin Farrell; Amy Benting; Dena Brunette
Subject: Resignation Request
Date: Wednesday, April 16, 2025 3:40:48 AM
Attachments: Logan Brunette Resignation Letter.pdf

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

Good Morning

I would like to request to be able to resign as of March 31st Please. I see it wasn't added to the April 8th Council Packet so it hasn't gone through the council yet. Please see attached letter for my resignation.

Thank you,
Logan Brunette

PRESENTER: Marty Farrell

ITEM: Well Head treatment pay application #11 from Magney Construction

PREPARED BY: Marty Farrell

POLICY DECISION/ACTION TO BE CONSIDERED: Payment of Pay Application #11 for $976,450.47. This Pay application is for the second payment on the pressure filters, and some mobilization costs for the project.

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

CRITICAL ISSUES: Aligns with the Strategic Initiative to "Build and Maintain Quality Infrastructure".

BUDGET IMPACT:

Total Magney Contract budget including change orders 1, 2, 3,	$7,507,755.66
Magney construction pay application #11	$976,450.47
Total remaining Magney Contract budget	$3,563.812.04
Total remaining project budget	$4,012,566.48
Total remaining project contingency	$148,944.34

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

RECOMMENDATION: Accept pay application #11 from Magney Construction for $976,450.47.

ATTACHMENT(S): Project balance sheet and Pay application #11.

	Project Financial Breakdown	**Magney**		
Date	Pay Application/Change Order	Magney Pay App Amount	Magney Change Orders	Magney Contract Balance
	Starting Balance			$ 7,256,700.00
	Pay Application 1 (Magney)	$ 220,114.44		$ (220,114.44)
	Pay Application 2 (Magney)	$ 121,201.36		$ (121,201.36)
	Pay Application 3 (Magney)	$ 325,410.38		$ (325,410.38)
	CO#1		$ 33,873.28	$ 33,873.28
2/5/2024	Pay Application 4 (Magney)	$ 475,489.08		$ (475,489.08)
3/1/2024	Pay Application 5 (Magney)	$ 238,137.78		$ (238,137.78)
4/2/2024	Pay Application 6	$ 75,375.85		$ (75,375.85)
5/2/2024	Pay Application 7	$ 237,614.95		$ (237,614.95)
6/3/2024	Pay Application 8	$ 740,678.00		$ (740,678.00)
7/23/2024	Pay Application 9	$ 27,835.00		$ (27,835.00)
7/17/2024	CO#2		$ 45,000.00	$ 45,000.00
12/2/2024	Pay Application 10	$ 505,636.31		$ (505,636.31)
2/19/2025	CO#3		$ 172,182.38	$ 172,182.38
3/31/2025	Pay Application 11	$ 976,450.47		$ (976,450.47)
		$ 3,943,943.62	**$ 251,055.66**	**$ 3,563,812.04**

AS OF 04-14-2025		
Contract Balances to Project Close Out		
Magney	$	3,563,812.04
B&V	$	266,270.64
AET	$	33,707.50
Remaining Contract Balances Total	**$**	**3,863,790.18**
Project Starting Balance	$	8,194,300.00
Minus total pay apps to date	$	(4,181,565.48)
Remaining Project Balance	**$**	**4,012,734.52**
Remaining Project Balance	$	4,012,734.52
Minus remaining Contract Balances	$	(3,863,790.18)
Contingency	**$**	**148,944.34**

Contractor's Application for Payment No. 11

	Application Period: 3/1/2025 – 4/1/2025	Application Date: 3/31/2025
To (Owner): City of Dayton, MN	From (Contractor): Magney Construction, Inc.	Via (Engineer): Black & Veatch
Project Name: Dayton Filtration Plant Wells 4 & 5	Contract: All Construction	
Owner's Contract No.:	Contractor's Project No.: 00604	Engineer's Project No.: 414098

APPLICATION FOR PAYMENT

Change Order Summary

Approved Change Orders		
No.	Additions	Deductions
CO-1	$ 33,873.28	
CO-2	$ 45,000.00	
CO-3	$ 172,182.38	
TOTALS	$ 251,055.66	
NET CHANGE BY CHANGE ORDERS	$ 251,055.66	

1. ORIGINAL CONTRACT PRICE		$ 7,256,700.00
2. Net change by Change Orders		$ 251,055.66
3. CURRENT CONTRACT PRICE (Line 1 +/- 2)		$ 7,507,755.66
4. TOTAL COMPLETED & STORED TO DATE		$ 4,151,519.60
5. RETAINAGE:		
a. 5% x	**$ 4,139,887.99 Work Completed**	$ 206,994.40
b. 5% x	**$ 11,631.61 Stored Materials**	$ 581.58
c. Total Retainage (Line 5a + Line 5b)		$ 207,575.98
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)		$ 3,943,943.62
7. LESS PREVIOUS PAYMENTS (Line 6 from prior)		$ 2,967,493.15
8. AMOUNT DUE THIS APPLICATION		$ 976,450.47
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Schedule of Values + Line 5c above)		$ 3,563,812.04

Contractor's Certification

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment fee and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: Daniel Fuhrmann Date: 3/31/2025

Payment of: $976,450.47
(Line 8 or other - attach explanation of other amount)

Recommended by: Tyler Gilbert (Engineer) 04/07/2025 (Date)

Payment of: $976,450.47
(Line 8 or other - attach explanation of other amount)

Approved by: _____ (City of Dayton) _____ (Date)

Approved by: _____ Funding Agency (if applicable) _____ (Date)

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

Submitted By: Magney Construction, Inc.
1401 Park Road
Chanhassen, MN 55317

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

Application No.: 11

Date of Application: 3/31/2025
Work Completed Through: 4/1/2025

ITEM			C	D	E	F		G	H
Spec Section	Description of Work	Scheduled Value	From Previous Application (C+D)	THIS PERIOD	Materials Presently stored (not in column D)	Total Completed and Stored to Date (C+D+E)	% Complete	Balance to Finish	Retainage (5%)
01000	Mobilization	$ 220,100.00	$ 110,050.00			$ 110,050.00	50%	$ 110,050.00	$ 5,502.50
01001	General Conditions	$ 390,600.00	$ 149,876.00	$ 12,500.00		$ 162,376.00	42%	$ 228,224.00	$ 8,118.80
01002	Supervision	$ 178,000.00	$ 82,307.14			$ 82,307.14	46%	$ 95,692.86	$ 4,115.36
01003	Bond & Insurance	$ 78,900.00	$ 78,900.00			$ 78,900.00	100%	$ -	$ 3,945.00
02050	Selective Site Demolition	$ 17,200.00	$ -			$ -	0%	$ 17,200.00	$ -
02100	Clearing & Grubbing	$ 9,800.00	$ 9,800.00			$ 9,800.00	100%	$ -	$ 490.00
02202	Excavation & Backfill	$ 252,100.00	$ 246,100.00			$ 246,100.00	98%	$ 6,000.00	$ 12,305.00
02203	Earth Retention System	$ 68,700.00	$ 68,700.00			$ 68,700.00	100%	$ -	$ 3,435.00
02512	Asphalt Pavement	$ 22,000.00	$ -			$ -	0%	$ 22,000.00	$ -
02600	Site Utilities	$ 220,000.00	$ 8,580.00			$ 8,580.00	4%	$ 211,420.00	$ 429.00
02900	Finish Grade	$ 12,500.00	$ -			$ -	0%	$ 12,500.00	$ -
02930	Seeding & Sodding	$ 6,000.00	$ -			$ -	0%	$ 6,000.00	$ -
03200	Concrete Reinforcement	$ 282,700.00	$ 265,479.58			$ 265,479.58	94%	$ 17,220.42	$ 13,273.98
03300	Cast-in-Place Concrete	$ 736,400.00	$ 667,332.74			$ 667,332.74	91%	$ 69,067.26	$ 33,366.64
04200	Masonry	$ 326,000.00	$ -			$ -	0%	$ 326,000.00	$ -
05000	Metal Framing & Misc. Metals	$ 201,100.00	$ 6,031.28			$ 6,031.28	3%	$ 195,068.72	$ 301.56
06100	Rough Carpentry	$ 22,300.00	$ 12,288.46			$ 12,288.46	55%	$ 10,011.54	$ 614.42
07185	Masonry Water Repellent Coating	$ 8,000.00	$ -			$ -	0%	$ 8,000.00	$ -
07200	Thermal Insulation	$ 18,900.00	$ -			$ -	0%	$ 18,900.00	$ -
07270	Fluid Applied Membrane Air Barrier	$ 15,300.00	$ -			$ -	0%	$ 15,300.00	$ -
07415	Standing-Seam Metal Roofing	$ 107,000.00	$ 2,500.00			$ 2,500.00	2%	$ 104,500.00	$ 125.00
07900	Joint Sealants	$ 11,500.00	$ -			$ -	0%	$ 11,500.00	$ -
08115	FRP Doors & Frames	$ 40,500.00	$ -			$ -	0%	$ 40,500.00	$ -
8120	Flush Aluminum Frames	$ 15,500.00	$ -		$ 8,388.50	$ 8,388.50	54%	$ 7,111.50	$ 419.43
08305	Access Doors & Hatches	$ 17,300.00	$ -			$ -	0%	$ 17,300.00	$ -
08800	Glass & Glazing	$ 3,500.00	$ -			$ -	0%	$ 3,500.00	$ -
09940	Painting / Coatings	$ 103,100.00	$ -			$ -	0%	$ 103,100.00	$ -
10200	Louvers	$ 3,500.00	$ -			$ -	0%	$ 3,500.00	$ -
11150	Submersible Pumps	$ 42,000.00	$ -			$ -	0%	$ 42,000.00	$ -
11270	Horizontal Pressure Filters	$ 2,204,240.00	$ 1,064,497.50	$ 1,000,000.00		$ 2,064,497.50	94%	$ 139,742.50	$ 103,224.88
11271	Regenerative Blower	$ 78,700.00	$ -			$ -	0%	$ 78,700.00	$ -
11370	Floating Decanters	$ 95,000.00	$ -			$ -	0%	$ 95,000.00	$ -
11530	Static Mixer	$ 25,000.00	$ -			$ -	0%	$ 25,000.00	$ -
11630	Compressed Air Equipment	$ 50,000.00	$ -			$ -	0%	$ 50,000.00	$ -
14621	Monorail Chain Hoists	$ 16,510.00	$ -			$ -	0%	$ 16,510.00	$ -
15010	Valves	$ 56,600.00	$ 48,382.70			$ 48,382.70	85%	$ 8,217.30	$ 2,419.14
15061	Process Pipe & Fittings	$ 384,500.00	$ 106,628.60		$ 3,243.11	$ 109,871.71	29%	$ 274,628.29	$ 5,493.59

15064	Stainless Steel Pipe	$	24,000.00	$ -			$ -	0%	$ 24,000.00	$ -				
15250	Mechanical Insulation	$	5,040.00	$ -			$ -	0%	$ 5,040.00	$ -				
15400	Plumbing - General Conditions	$	11,820.00	$ 2,623.00			$ 2,623.00	22%	$ 9,197.00	$ 131.15				
15400.1	Plumbing - Permits/Inspections	$	2,595.00	$ 2,595.00			$ 2,595.00	100%	$ -	$ 129.75				
15400.2	Plumbing - Below Grade Piping & Fixtures	$	17,015.00	$ 12,915.00			$ 12,915.00	76%	$ 4,100.00	$ 645.75				
15400.3	Plumbing - Above Grade Waste & Vent	$	6,975.00	$ -			$ -	0%	$ 6,975.00	$ -				
15400.4	Plumbing - Gas Piping	$	8,260.00	$ -			$ -	0%	$ 8,260.00	$ -				
15400.5	Plumbing - Water Piping & Fixtures Above Grade	$	22,835.00	$ -			$ -	0%	$ 22,835.00	$ -				
15500	HVAC - General Conditions	$	8,955.00	$ -			$ -	0%	$ 8,955.00	$ -				
15500.1	HVAC - Test & Balance	$	770.00	$ -			$ -	0%	$ 770.00	$ -				
15500.2	HVAC - Ductwork Insulation	$	1,650.00	$ -			$ -	0%	$ 1,650.00	$ -				
15500.3	HVAC - Controls	$	28,500.00	$ -			$ -	0%	$ 28,500.00	$ -				
15500.4	HVAC - Ductwork Labor	$	4,500.00	$ -			$ -	0%	$ 4,500.00	$ -				
15500.5	HVAC - Ductwork Material	$	4,500.00	$ -			$ -	0%	$ 4,500.00	$ -				
15500.6	HVAC - Equipment Labor	$	11,000.00	$ -			$ -	0%	$ 11,000.00	$ -				
15500.7	HVAC - Equipment Material	$	16,600.00	$ -			$ -	0%	$ 16,600.00	$ -				
15500.8	HVAC - Refrigerant Piping Labor	$	3,100.00	$ -			$ -	0%	$ 3,100.00	$ -				
15500.9	HVAC - Refrigerant Piping Material	$	750.00	$ -			$ -	0%	$ 750.00	$ -				
16050	Electrical - General Conditions & Temp Power	$	25,085.00	$ 840.00			$ 840.00	3%	$ 24,245.00	$ 42.00				
16050.1	Electrical - Electrical Work	$	263,633.00	$ 37,500.00			$ 37,500.00	14%	$ 226,133.00	$ 1,875.00				
16050.2	Electrical - Electrical Equipment Installation	$	20,000.00	$ -			$ -	0%	$ 20,000.00	$ -				
16050.3	Electrical - MCC Installation	$	15,000.00	$ -			$ -	0%	$ 15,000.00	$ -				
16050.4	Electrical - Lightning Protection	$	11,360.00	$ -			$ -	0%	$ 11,360.00	$ -				
16050.5	Electrical - Control Systems	$	403,707.00	$ 99,200.00			$ 99,200.00	25%	$ 302,507.00	$ 4,960.00				
CO-1	Added Valves	$	33,873.28	$ -			$ -	0%	$ 33,873.28	$ -				
CO-2	De-mobilization & Re-mobilization	$	45,000.00	$ 40,550.00			$ 44,000.00	98%	$ 1,000.00	$ 2,200.00				
CO-3	Project Delay Cost Escalations	$	172,182.38	$ -			$ 260.99	0%	$ 171,921.39	$ 13.05				
		$	-	$ -				#DIV/0!	$ -	$ -				
	TOTALS	$	7,507,755.66	$ 3,123,677.00	$	**1,016,210.99**	$ **11,631.61**	$ 4,151,519.60	55%	$ 3,356,236.06	$ 207,575.98			

ITEM:
Development Moratorium

APPLICANT:
City of Dayton

PREPARED BY:
Jon Sevald, Community Development Director
Jason Quisberg, City Engineer

POLICY DECISION / ACTION TO BE CONSIDERED:
Conduct a Public Hearing. Motion to Approve an Interim Ordinance (moratorium) prohibiting Subdivision of land, within the applicable area for six months (October 22, 2025).

BACKGROUND:
In March 2025, the City Council and Planning Commission reviewed a Concept Plan for Oppidan, proposing a 200,000 sq ft spec warehouse/distribution building. After the Planning Commission's discussion, the Commission requested further discussion of future land use and road alignments on land east of the Oppidan project. During the April 3, 2025 Planning Commission meeting, the Commission reviewed a conceptual land use and street alignment plan, recommending a Moratorium be adopted in order to study further.

At issue is, where should an east-west street be located? Options: (1) extend 113th Avenue to East French Lake Road; or, (2) create a new street along the southern edge of the Oppidan project. If option #2, the Oppidan project is not feasible as proposed. The Comprehensive Plan recommends Option #2.[1]

If a Moratorium is adopted, this would prohibit subdivisions (including Oppidan) for six months (October 22, 2025). Stantec would prepare a Scope of Services to complete a land use and transportation plan for the Moratorium area.

CRITICAL ISSUES:
1. Should a Moratorium be Approved?
2. If yes, what level of detail does the City Council want to see in a land use and road alignment plan? Options are:

    #1 Sketch (fast, minimal expense, but little detail).
    #2 Concept Plan (2-4 months, $10,000 - $15,000, same detail as would be expected if submitted by a developer).

COMMISSION REVIEW / ACTION (IF APPLICABLE):
The Planning Commission recommended a Moratorium be adopted during its April 3, 2025 meeting.

[1] 2040 Comprehensive Plan, Chapter 8, *Figure 186. Subarea 2: Southeast Dayton Parkway Area*

60/120-DAY RULE (IF APPLICABLE):

	60-Days	120-Days
N/A		

RELATIONSHIP TO COUNCIL GOALS:

Build and Maintain Quality Infrastructure

- *Establish comprehensive roadway system*
- *Address public facilities to meet city's growth and needs.*
- *Maintain quality local street system*

Encourage Diversity and Manage Thoughtful Development

- *Encourage healthy lifespan of both residential and commercial operations*
- *Healthy Commercial Sector with services and job growth.*

BUDGET IMPACT:

Option 1: $ 1,000
Option 2: $10,000 - $15,000

RECOMMENDATION:

Staff recommends a Moratorium be adopted to allow further discussions with landowners and developers regarding their intensions, and for the City Council and Planning Commission to provide guidance regarding what land use they want.

Timing:

- May Work Session 1: City Council, Planning Commission, landowners.
- June/July Work Session 2: Review & select land use / transportation plan.
- July/August Formal approval.

Staff has no recommendation regarding the level of detail needed for a plan. It depends on the expectations of what the City Council wants to review (bubble diagram vs. detailed plan). Staff's experience has been that a more detailed plan results in faster decisions.

A Public Hearing notice was published by THE PRESS on April 10, 2025 and mailed to property owners within 1,320' of the Moratorium area.

ATTACHMENT(S):

Ordinance 2025-11
Public Hearing notice area
Comprehensive Plan Future Land Use Map
Comprehensive Plan, Figure 186. Subarea 2: Southeast Dayton Parkway Area
Conceptual land use & road alignment, April 3, 2025

ORDINANCE 2025-11

CITY OF DAYTON
COUNTIES OF HENNEPIN AND WRIGHT
STATE OF MINNESOTA

ADOPTION OF AN INTERIM ORDINANCE PROHIBITING THE APPROVAL OF LAND SUBDIVISIONS IN THE GENERAL AREA OF 113TH AVENUE AND EAST FRENCH LAKE ROAD

WHEREAS, MN Statute 462.355, Subd 4 (paraphrased) permits municipalities to adopt an interim ordinance applicable to all or part of its jurisdiction for the purpose of protecting the planning process and the health, safety and welfare of its cities, while conducting a study. The interim ordinance may regulate, restrict, or prohibit any use, development, or subdivision within the jurisdiction or a portion thereof for a period not to exceed one year from the date it is effective; and,

WHEREAS, the City Council will conduct a land use and transportation study of the area identified in Exhibit A. During this time, any subdivision of land would be premature; and,

WHEREAS, the City Council conducted a Public Hearing on April 22, 2025. A Public Hearing notice was published by THE PRESS on April 10, 2025, and mailed to property owners within 1,320' of the Moratorium area. Within the Moratorium area, a Concept Plan for development (Oppidan) was reviewed by the Planning Commission and City Council in March 2025. Oppidan was notified of the pending Moratorium via email on April 4, 2025; and,

NOW, THEREFORE, BE IT RESOLVED, the City Council adopts an Interim Ordinance (moratorium) prohibiting the subdivision of land within the area identified in Exhibit A for a period of six months (October 22, 2025) to allow a study of land use and transportation to be completed.

Adopted this 22nd day of April 2025, by the City of Dayton.

_____
Mayor, Dennis Fisher

ATTEST:

_____
City Clerk, Amy Benting

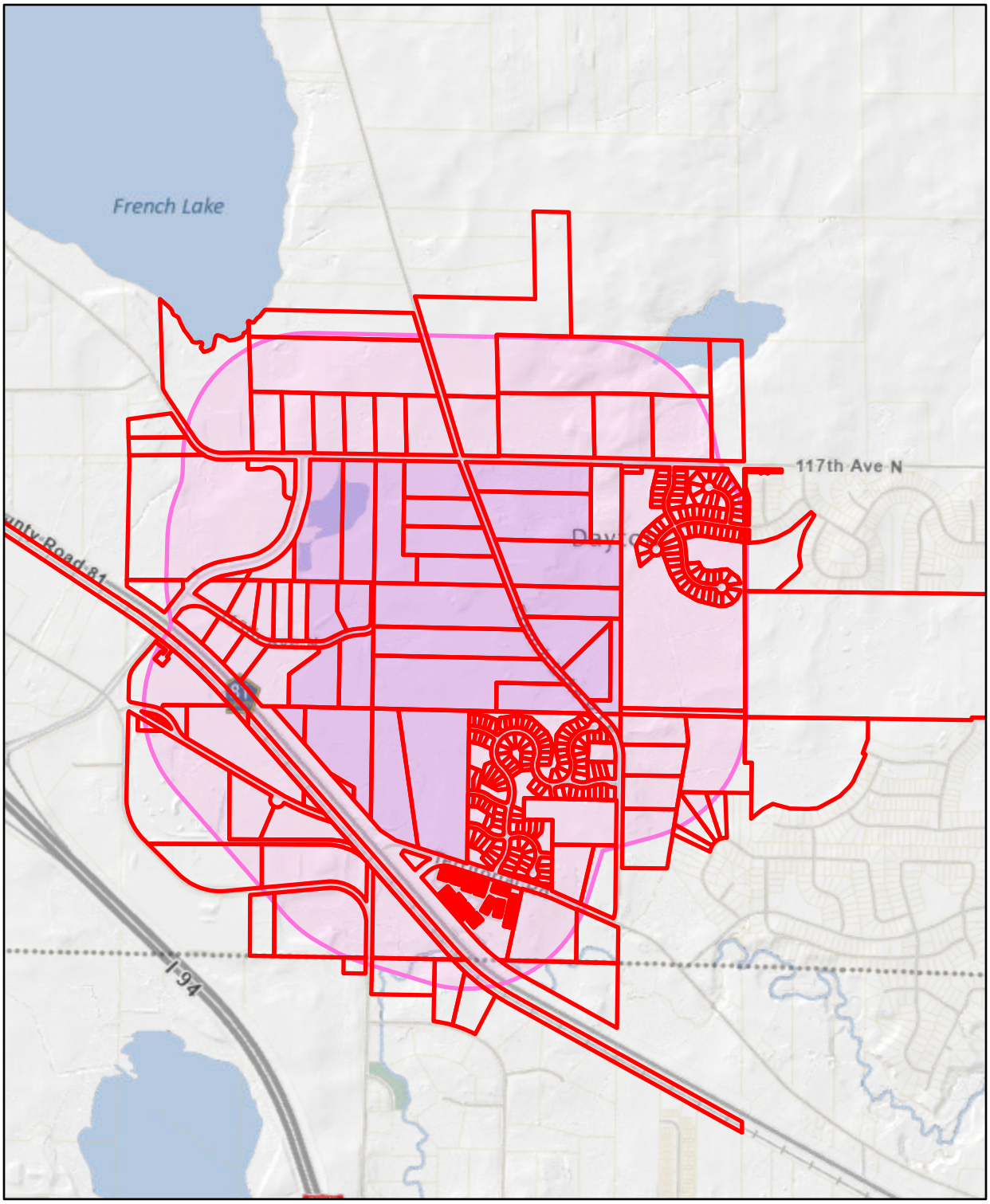
Motion by Councilmember _____, Second by Councilmember _____.
The Motion passes.

EXHIBIT A

Mississippi River
Miles
0
0.25
0.5
1
N
Lake Laura
Diamond Lake
French Lake
Hayden Lake
Area of Moratorium
Goose Lake

Hennepin County Locate & Notify Map

Date: 4/7/2025



Buffer Size: 1320

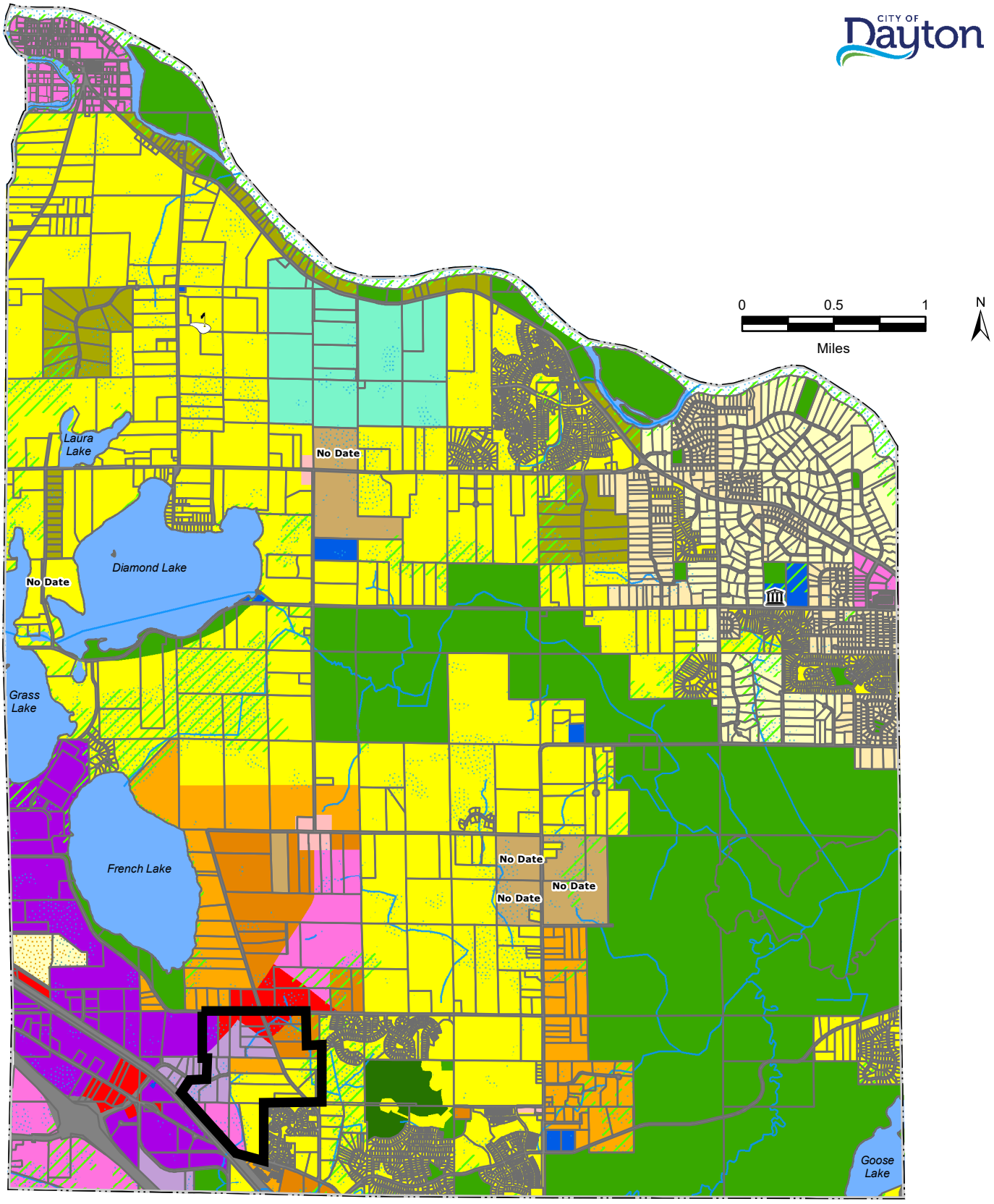
Map Comments:

0 385770 1,540 Feet

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

For more information, contact Hennepin County GIS Office
300 6th Street South, Minneapolis, MN 55487 / gis.info@hennepin.us

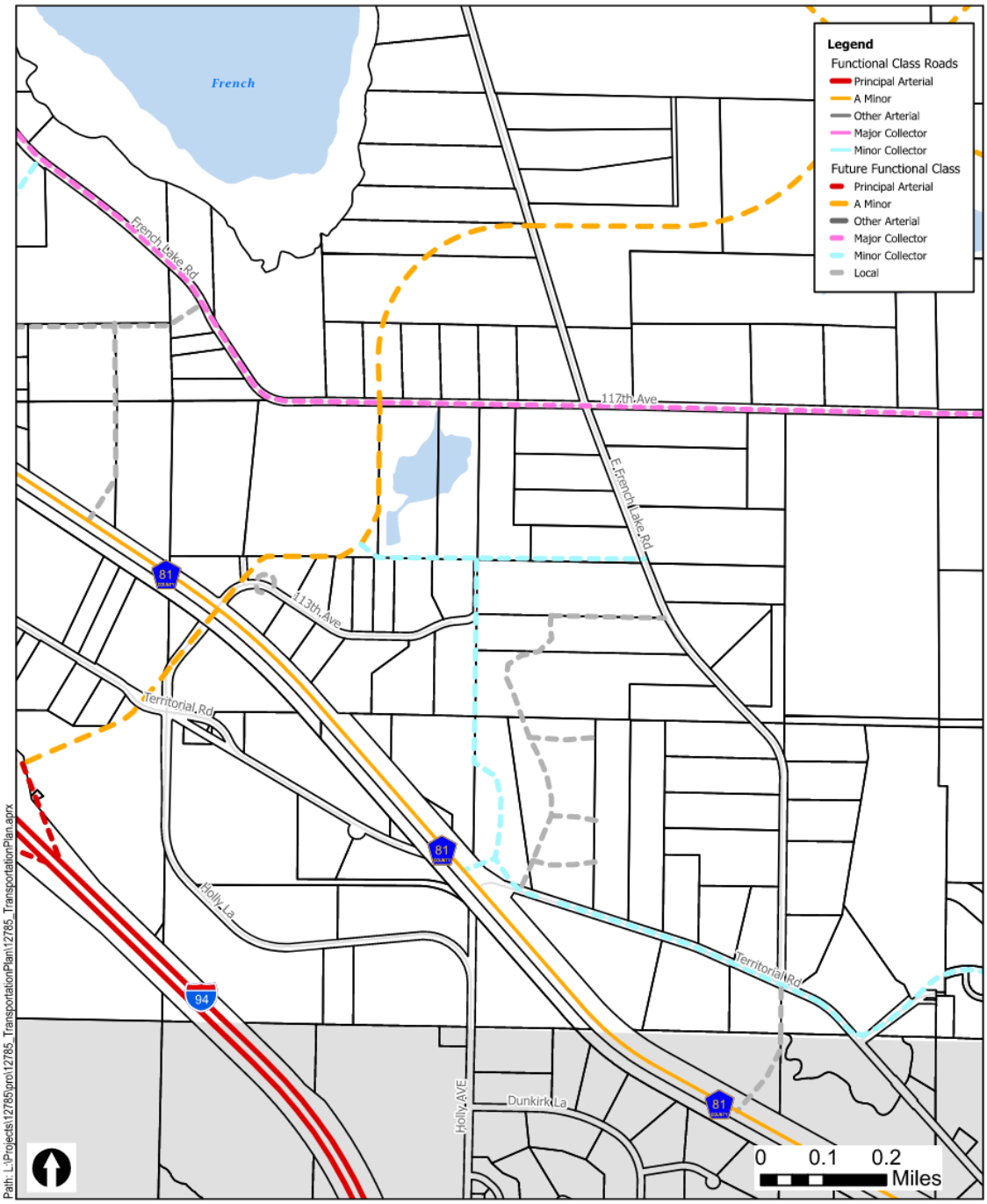
2040 Future Land Use



Legend

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

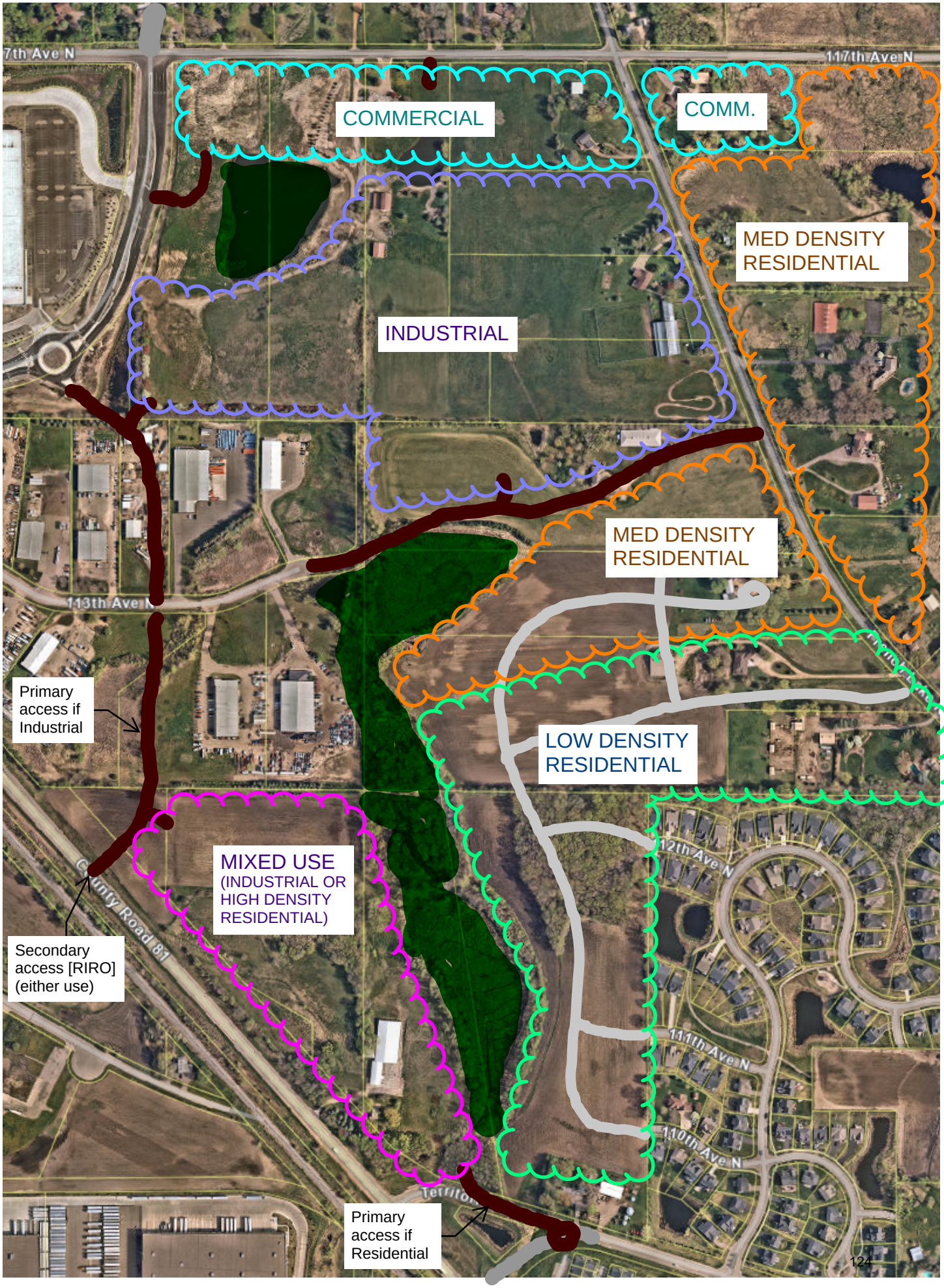
Figure 186. Subarea 2: Southeast Dayton Parkway Area



Subarea 2: Southeast Dayton Parkway area — **Figure 16**

Dayton Transportation Plan Update

City of Dayton


7th Ave N
117th Ave N
COMMERCIAL
COMM.
MED DENSITY RESIDENTIAL
INDUSTRIAL
MED DENSITY RESIDENTIAL
113th Ave N
Primary access if Industrial
LOW DENSITY RESIDENTIAL
MIXED USE (INDUSTRIAL OR HIGH DENSITY RESIDENTIAL)
112th Ave N
County Road 81
Secondary access [RIRO] (either use)
111th Ave N
110th Ave N
Primary access if Residential

PRESENTER: Martin Farrell

ITEM: Arbor Day Proclamation

PREPARED BY: Martin Farrell

BACKGROUND: Park Commission identified an opportunity to gain National recognition as an environmentally aware City, with an emphasis on the benefits of trees in our Parks and Neighborhoods. Many of our neighbors are members of this program, Maple Grove, Ramsey, Anoka, Andover. Currently there are 3,577 recognized tree cities in the Country, 47% of the US lives in a recognized tree city.

As one of the 4 core standards for recognition, the City of Dayton is required to “Proclaim and Observe Arbor Day”

CRITICAL ISSUES: Aligns with the Strategic Initiative to “Maintain and Enhance the Natural and Rural Community Connection”.

BUDGET IMPACT: N/A

RECOMMENDATION: Issue the Arbor Day Proclamation

ATTACHMENT(S): Arbor Day Proclamation, Tree City program summary

Arbor Day Proclamation

Whereas, In 1872, the Nebraska Board of Agriculture set aside a special day for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our community increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, Therefore, I, Dennis Fisher , Mayor of the City of Dayton , do hereby proclaim April 25th, 2025 , as

Arbor Day

In the City of Dayton , and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 22nd day of April 2025

Mayor _____

Tree City USA®

Creating greener communities nationwide

Cooler temperatures. Cleaner air. Healthier residents.

The benefits trees bring to urban environments are endless — and by meeting the four Tree City USA standards, your community can experience them firsthand.

TREE CITY USA®
An Arbor Day Foundation Program

PROGRAM SUMMARY

The Tree City USA program was founded in 1976 to celebrate towns and cities committed to growing their urban canopy. Led by the Arbor Day Foundation, with partners at USDA Forest Service and National Association of State Foresters, it provides the foundational framework necessary for communities to manage and expand their tree cover.

Program applications are completely free. Many cities renew their Tree City USA status every year, making them eligible for a Growth Award and other urban forestry opportunities.

THE FOUNDATION OF URBAN FORESTRY PROGRAM DEVELOPMENT

The Tree City USA program has helped more than 3,600 communities across the country build out their urban forests. Recognition forms the base layer for five different areas of growth, including expansion of personnel, financial investment, defined policies and plans, and engagement with residents.

Arbor Day Foundation®

STANDARDS FOR RECOGNITION

To receive recognition, a community must meet four core standards for its public trees:

✓ Standard 1:
Form A Tree Board Or Department

Delegating responsibility for city- or town-owned trees is the first official step to becoming a Tree City. By forming a tree board or department, cities can create a more organized and effective urban forestry plan.

✓ Standard 2:
Establish A Tree Care Ordinance

A public tree care ordinance assigns clear authority over public trees and provides clear guidance for planting, maintaining, and/or removing trees from streets, parks, and other public spaces.

✓ Standard 3:
Maintain A Community Forestry Program With An Annual Budget Of At Least $2 Per Capita

Your community most likely already spends at least $2 per capita on the planting, care, and removal of trees. This is intended to demonstrate an ongoing investment into your public trees.

✓ Standard 4:
Proclaim and Observe Arbor Day

Celebrating Arbor Day and passing an official holiday proclamation helps create pride for your city's entire urban forestry program.

BENEFITS OF RECOGNITION

By becoming a Tree City, your community will:

- Receive flags, signs, and other materials to proudly display your award
- Educate residents about the value of trees and green space
- Gain national recognition for your commitment to environmental stewardship
- Create a cleaner, healthier, and more beautiful urban landscape

TREE CITY USA®
An Arbor Day Foundation Program

GETTING STARTED

Interested in joining, but not quite sure where to begin? It's as simple as following these five steps!

1. Make the case to friends and leaders in your community
2. Contact your state's urban and community forestry coordinator
3. Work together to fulfill the four Tree City USA standards
4. Celebrate Arbor Day
5. Submit your free application!

Learn and apply today at **arborday.org/treecityusa**

Arbor Day Foundation®

90485101

ITEM:

Elsie Stephens Amphitheater and Construction in Park Discussion

PREPARED BY:

Zach Doud, City Administrator

POLICY DECISION / ACTION TO BE CONSIDERED:

Discussion for Steps of Moving Forward with Elsie Stephens Amphitheater and Park Construction

BACKGROUND:

Part 1: Elsie Stephens Amphitheater

Staff understands the desire of the council to create an amphitheater better suited for musicians and bands to be able to perform in inclement weather. This would also project the sound towards the crowd. Councilmember Salonek passed out a picture of an amphitheater type product that the city could put up this year. Picture below:

This is an option for council to choose to select for this year and it could be installed. City staff reached out to the builder of this kit and the cost is $125,000 which only includes the products that you see, it does not include the labor to put it together, site preparation, nor the concrete poured that it needs to stand on. These costs would require the city to go through a quote process which means Staff would need to procure a minimum of one more quote on the product ~~befor~~e being able to select a vendor to purchase it from.

Additionally, if we were to make this a package deal with the install, products, and concrete all as one item and that ends up being more than $175,000. The city would be required to solicit bids for the package. These are both state statute directed amounts that we have to follow to be compliant legally.

Staff understands the desire for this type of structure but would like to ensure that the structure is in the exact spot that Council feels is best because we would really prefer not to move this structure if it was placed in the incorrect location. There was also discussion about the performance area not being adequate for bands to perform on, there was additional concrete added to a plan set showing how this could be achieved, before this bandshell is installed which would need to be considered as well. City staff needs some direction on how you would like to handle this portion of the discussion related specifically to the amphitheater and the install and concrete needed for it.

Part II: Elsie Stephens Park Construction

There have been discussions back and forth through emails and phone calls with the contractor who was awarded the Parks Improvement Project of 2024 from the last council meeting. As a reminder, this PIP 2024 award only included the PSA 21 (Brayburn Trails/Sundance Greens) park and the Ione Gardens/Cypress Cove Park and alternates for the PSA 21 park.

The contractor has expressed interest in doing some work at Elsie Stephens Park and removing some of the items related to that park where council could not agree if this was the right time to consider additional construction at Elsie Stephens with a Master Plan process just being approved at a recent meeting.

Staff would like to provide some insight to council about how we handle this request from the contractor as we are legally able to only do certain things per bidding rules set by State Statute. Because the council did not approve the Elsie Stephens portion of the PIP 2024 bid, that alternate was removed and not included in the contract. As bidding documents work, we get one opportunity to review them and then all of the bids reset once the bid has been accepted. Contracts cannot legally be awarded to one contractor and then at the following meeting, add items to that contract. It is not proper practice, legally, or good ethics for a city to use that process.

If the contractor would like to complete work and the council would like work done at Elsie Stephens Park in 2025 and wants to re-bid some or all of that park work, we most certainly can do that, but it would need to be publicly bid again and not simply chosen directly. There were contractors who bid the Elsie Stephens Park work cheaper than the contractor selected for PIP 2024 project so we could get a better price than currently being proposed by the Contractor.

To be noted, Elsie Stephens is going to be master planned this year and if that was the reason for not selecting the work to be done in Elsie Stephens Park for this year, then we should stick with that. Having work done in this park could substantially hinder the Master Plan process for MSA as they work to design the park that the City Council and residents want to see.

RELATIONSHIP TO COUNCIL GOALS:

Maintain and Enhance the Natural and Rural Community Connection

RECOMMENDATION:

Staff recommends waiting until the Master Plan is completed to do anything in Elsie Stephens. This will allow for a more thought out, better developed park even if it waits for a year.

ATTACHMENT(S):

None

ITEM:

Approving a Conduit Debt Fee Policy

PREPARED BY:

Zach Doud, City Administrator
Jason Aarsvold, Ehlers (Financial Advisor)

POLICY DECISION / ACTION TO BE CONSIDERED:

Approving a Conduit Debt Fee Policy

BACKGROUND:

City staff received a request from a potential borrower for issuance of "Conduit Bonds". Unlike almost all other bonds, "conduit bonds" are initiated by and issued for the benefit of private entities. Under the state statutes that authorize these bonds, the city first issues the bonds and then loans proceeds to the private entity. That private entity repays the loan in an amount sufficient to pay principal and interest on the bonds.

Conduit bonds are a financing vehicle used by developers to help reduce the costs of borrowing by having a government entity issue bonds for capital financing that may qualify for tax-exempt status. Although the local government entity issues the bonds, the government entity has no obligation for the debt and almost no role in payment or administration of the bonds.

Many cities consider issuance of these bonds to benefit potential projects within their communities. In addition, it is typical to charge an issuance fee to cover City administrative costs. These fees can be used for any government purpose and typically range between 1/8 of 1% and 1% of the principal amount of the bonds. A listing of fees charged by several peer communities is attached to this report.

Cities generally spell out the procedures and fees associated with a conduit bond transaction in a formalized policy. If the City Council is interested in considering conduit bond requests, city staff recommends establishing a Conduit Debt Fee Policy. The benefits of establishing a Conduit Debt Fee Policy include:

1) City Council authority to approve or deny conduit debt issuance
2) Reimbursement of costs for appropriately managing the obligation
3) Local or regional economic development
4) Clear definition of the City's policy around issuance of Conduit Debt

The attached draft policy provides for an upfront administrative fee of up to 1% of the principal amount of the bonds. A $2,500 non-refundable application fee will be considered for host

approvals. A host approval may be requested when another City issues conduit bonds for a project in Dayton. Per the draft policy, the city may negotiate an alternative fee on a case-by-case basis.

In addition, the policy lays out the procedure for consideration of conduit bond requests. This procedure includes submission of a formal request with sufficient detail for evaluation. A public hearing must be held by the City Council and formal Council approval is necessary for each request.

The purpose of this action is to determine whether the City Council is interested in considering conduit debt requests. If so, then this action also provides for approval of a formalized Conduit Debt Fee Policy.

RELATIONSHIP TO COUNCIL GOALS:

Foster a Safe and Welcoming Community

RECOMMENDATION:

Staff recommends approving a formalized Conduit Debt Fee Policy

ATTACHMENT(S):

Proposed Conduit Debt Policy
Conduit Debt Fee Comparison

CITY OF DAYTON, MN
CONDUIT DEBT FEE POLICY
Proposed 04/22/2025

I. PURPOSE

Conduit debt obligations are certain limited-obligation revenue bonds, certificates of participation, or similar debt instruments issued by a state or local governmental entity for the express purpose of providing capital financing for a specific third party that is not a part of the issuer's financial reporting entity. Although conduit debt obligations bear the name of the governmental issuer, the issuer has no obligation for such debt beyond the resources provided by a lease or loan with the third party on whose behalf they are issued.

The purpose of this policy is to establish the fees charged by the City of Dayton to recover administrative costs for services related to the issuance of conduit debt obligations.

II. POLICY

For debt issued through the City of Dayton as conduit debt under Minnesota statutes and IRS regulations for which the proceeds are to be loaned to a borrower and repaid through revenues and/or proceeds from a project for which the proceeds were borrowed, the City of Dayton will charge an upfront administrative fee of up to 1% of the principal amount of the bonds. A $2,500 non-refundable application fee will be considered for host approvals as well.

III. PROCEDURE

A. Upon request from a potential borrower for the city to use its statutory authority to issue conduit debt, city staff will inform the borrower of the administrative fee for issuing conduit debt. The borrower will be required to submit a written proposal to the city detailing the purpose of the borrowing.

B. Consideration of an application for tax-exempt financing must be done at a public hearing held by the Council. Changes or modifications to the project after the public hearing and preliminary Council approval must be consistent with the scope of the project as proposed at the time of preliminary approval.

C. Upon issuance of the bonds, the borrower will be charged the administrative fee collected at closing. The City may also negotiate an alternative debt issuance fee on a case-by-case basis.

City of Dayton

Peer Community Conduit Debt Fees

City	Application Fee	Actual Expense Reimbursement	One-Time Fee	Fee on Outstanding Principal		Host Approval Fee	Total Estimated Fees on $6 Million Issue/10 yr
				Annual	Semi-Annual		
Apple Valley <$10M	$0		1.00%				$60,000
Apple Valley >$10M	$0		0.50%				$30,000
Andover	$0		0.25%				$15,000
Bloomington	$5,000		0.75%				$50,000
Brooklyn Center <$20M	$3,000		0.50%				$33,000
Brooklyn Center > $20M	$3,000		0.15%				$12,000
Eden Prairie	$2,000		-	0.125%			$35,955
Fridley	$0	Yes	1.00%				$60,000
Fridley - Alternate	$0	Yes		0.125%			$33,955
Golden Valley	$0		1.00%			$500	$60,000
Little Canada	$2,500	Yes	0.125%				$10,000
Maple Grove	$5,000	Yes	1.00%				$65,000
Ramsey	$4,000	Yes	0.00%				$4,000
Rogers	$0		1.00%				$60,000
St. Louis Park	$2,500		0.00%	0.125%			$36,455
Woodbury <$10M	$0		1.00%			$750	$60,000
Woodbury > $10M	$0		0.50%			$750	$30,000
Woodbury - Schools/Housing	$0		0.125%			$750	$7,500

ITEM:
Zoning Map Amendment, Conservation Planned Unit Development and Preliminary Plat of Schany Parcel

APPLICANT/PRESENTERS:
Zach Brown, BK Land Development
Luke Konewko, BK Land Development

PREPARED BY:
Jon Sevald, Community Development Director
Hayden Stensgard, Planner II

BACKGROUND/OVERVIEW:
The project consists of 107 acres with 10 unsewered single-family lots, 3-15 net acres in size. The property is currently zoned A-1 Agricultural (40-acre minimum lot size) with a Greenway Overlay. The property is guided sewered low-density residential (2-5 units per acre).

In June 2024, the Planning Commission and City Council reviewed a concept plan for the project, consisting of 14 unsewered lots. Both the Council and Commission were supportive of the project, directing Staff to prepare an Ordinance Amendment that would allow the project. A zoning ordinance amendment creating the A-3 Agricultural district was approved by the City Council on March 25, 2025.[1]

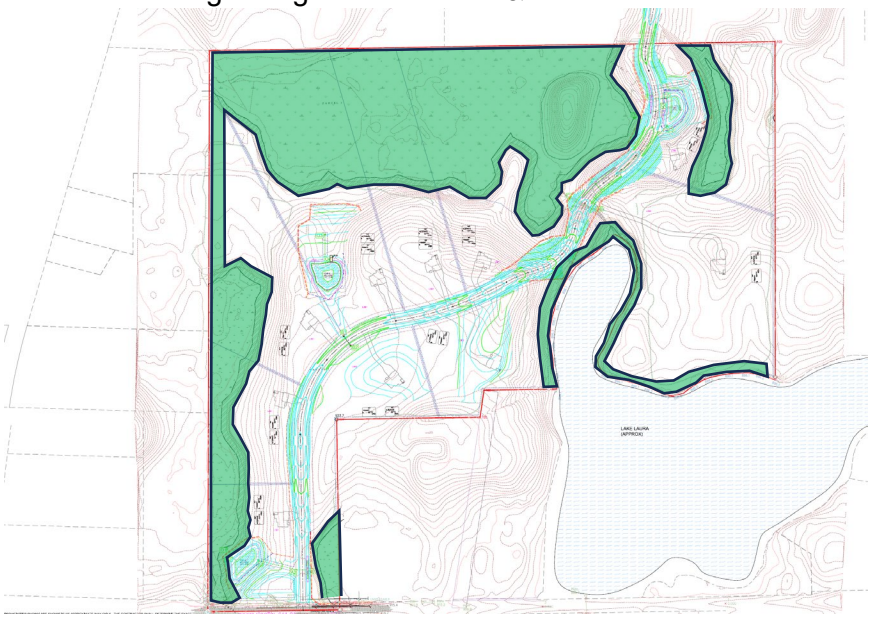
A Comprehensive Plan Amendment was drafted to identify specifically these types of interim land uses as allowable in the absence of sewer and water availability[2] [3], which was denied by the City Council. The City Council interprets these types of unsewered developments to not hinder future sewered development, regardless of its distinction in the Comprehensive Plan. As such, the City Council found the Comprehensive Plan Amendment unnecessary and subsequently denied the Amendment on March 25, 2025.

CRITICAL ISSUES:

Parks & Trails	The Comprehensive Plan[4] identifies a Neighborhood Park north of Laura Lake, and trails along North Diamond Lake Road, around Laura Lake, and through internal neighborhoods. No parks or trails are proposed. During the Concept Plan review, the City Council indicated a need for a trail along North Diamond Lake Road, but not around the lake, nor a Neighborhood Park. The Planning Commission concurred with this at its April 3, 2025 Public Hearing.

[1] Resolution 2025-07
[2] MN Statute 473.145
[3] MN Statute 473.175
[4] 2040 Comprehensive Plan, Figure 7.9: Comprehensive Trail Plan

Greenway Overlay	Subdivisions within the Greenway Overlay Corridor are required to be platted as a Conservation PUD.
Conservation PUD	Conservation PUD's are intended to preserve natural corridors.[5] Staff recommends a Conservation Easement be granted to the city (e.g. public easement), preserving a contiguous corridor inclusive of wetlands, wetland buffers, and a minimum 25' corridor width connecting contiguous wetlands & buffers.



Proposed Conservation easement.

Ghost Plat	The applicant provided a ghost plat exhibit showing how developable portions of the western portion of the property can be served by municipal utilities. The ghost plat provided does not include development on areas classified as undevelopable, such as wetlands, buffer areas, and land with slopes at 12% or more.
Intersection	The Thicket Lane intersection with North Diamond Lake Road is temporary until a connection with Xanthus Lane can be obtained. A comment included in the City Engineer's letter requires that an outlot be created and dedicated to the City, to allow Xanthus Lane to intersect with Thicket Lane.

[5] City Code Section 1002.15 Conservation Subdivision, Subd. 3 Planned Unit Development Designation

Grey line = future Xanthus Lane realignment.

ANALYSIS

Comprehensive Plan

The property is guided sewered Low Density Residential, defined as *…"areas for single-family residential development at a minimum density of 2 units/acre up to 5 units/acre. The city encourages developments with a variety of lot sizes and housing styles to meet life-cycle housing demands."*

The project is within the Post 2050 sewer staging plan. The goal of the of the A-3 district is to allow unsewered development at a density of 2 units per 20 acres as an interim use, intending to be re-subdivided to a higher density when sewer becomes available. The A-3 district includes guidelines for subdivision design which would not preclude future subdivision. One of those options includes Ghost Platting, demonstrating how the project can be further subdivided into sewered lots.

Zoning

The applicant is requesting a rezoning of this property from A-1 to A-3 and below compares the proposed configuration of lots with the requirements of the A-3 District.

A-3 District	**Required**	**Proposed**
Minimum Lot Size	1.5 Net Acres	3.1 Net Acres
Minimum Lot Frontage	120 Feet	300 feet
Minimum Corner Lot Frontage	140 Feet	411 feet
Minimum Lot Width at Setback	140 Feet	300 Feet
Minimum Lot Depth	200 Feet	401 feet
Maximum Impervious Surface	30%	30%

Conservation PUD

Laura Lake and the wetland complex are included in the Greenway Overlay Corridors.[6] Subdivisions that touch the corridor are to be subdivided as a Conservation Planned Unit Development (PUD) utilizing a hierarchy of design standards, allowing deviations from the City Code in return for a public benefit.[7] Design standards shall *"[m]aintain viable riparian and wildlife corridors, rare species, and connections between Greenway Overlay Corridor areas. Avoid direct or indirect impacts to the corridor area that may destroy or diminish the resource."*

Applied to this project, the overall intent is to maintain a non-fragmented corridor connecting the wetland areas, and to provide scenic views for the project's residents.

Staff recommends requiring a public Conservation Easement to be inclusive of wetlands and wetland buffers, creating a contiguous corridor.[8] The Minnesota Land Cover Classification System (MLCCS) grades land cover on a scale of High, Good, Moderate, Poor, Altered (native species present), and Altered (non-native species present). Woodlands in the project were graded *Poor Quality*, and *Altered non-Native Plant Community Present*. Related to a contiguous corridor of the wetland areas, staff recommends including the below area hatched in red on the northwest development into the conservation easement to further demonstrate preservation of area in the development beyond the wetland boundaries.

Subdivision

The A-3 district is intended to allow unsewered residential development with a gross density of 2 homes per 20 acres with one or more of the following guidelines:

a. Reserve land resources for efficient future urban development.
b. Identify land characteristics required to support future urbanization.
c. Allow no more than 25% of the developable land in a project to be developed, reserving larger future urbanization parcels.
d. Protect future urbanization parcels with temporary development agreements, easements, or deed restrictions.
e. Provide for the rezoning of the future urbanization parcels to a residential zoning classification at densities consistent with Metropolitan Council policy at such time that urban services are available.
f. A ghost plat of the development showing the ability for subdivision.

During the Planning Commission's discussions of the A-3 district, it was indicated that plats are likely to vary in the purpose of interim open space (e.g. open space as agriculture vs open space as an unknown use). Therefore, all five of the guidelines should be considered as to which option is most suited for each project. As part of accomplishing one or more of the above noted guidelines, the applicant has provided a ghost plat of the developable area as evidence of further subdivision when utilities become available. The project is intended to be similar to the adjacent Thicket Hill neighborhood (1993, 1995), which includes 9+ acre lots.

The applicant has provided a ghost plat of the development area the applicant believes has the ability to obtain sewer and water once available. The areas identified on the ghost plat without

[6] 2040 Comprehensive Plan, Figure 3: Future Land Use Map.
[7] City Code §1001.10 (Planned Unit Developments; General Standards for Approval)
[8] City Code §1002.15 Conservation Subdivision, Subd. 3 Planned Unit Development Designation

future subdivision opportunity include the wetland area, steep slopes identified at 12% or more, and the northeast area of the plat that the applicant deems not feasible for the west and northeast to be connected to the same sanitary sewer due to topography. A Ghost Plat would demonstrate how the project can be further subdivided, meeting the intent of the future land use designation once sewer and water become available to the development area.

Shoreland CUP — The Conservation PUD triggers the need for a Shoreland CUP for a Planned Development.[9] The City Code allows for greater setbacks than the minimum. Staff does not recommend being more restrictive. The proposed lot sizes and dimensions are consistent with the requirements of the Shoreland Ordinance relevant to unsewered lots within the buffer area for a natural environment lake (Lake Laura)

60/120-DAY RULE:

	60-Days	120-Days
Zoning Map Amendment	May 24, 2025	July 23, 2025
Preliminary Plat	May 24, 2025	July 23, 2025
Conservation Planned Unit Development	May 24, 2025	July 23, 2025
Shoreland Conditional Use Permit	May 24, 2025	July 23, 2025

RELATIONSHIP TO COUNCIL GOALS:

Encourage Diversity and Mange Thoughtful Development

- *Create a variety of housing options*

Maintain and Enhance the Natural and Rural Community Connection

- *Promote Dayton's unique identity and community cohesion*

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommended Approval at its April 3, 2025 meeting. The Commission commented that consideration should be given to include Drainage & Utility Easements along the rear of lots of sufficient size to accommodate future sanitary sewer and water.

STAFF RECOMMENDATION:

Based on conflicting information that Staff has from City Code, the Comprehensive Plan, and City Council direction, Staff is unable to give a recommendation on this item.

ATTACHMENT(S):

Aerial Photo
Site Photos
Rezoning Ordinance Amendment
Resolution 22-2025
Public Hearing Notice map
Comprehensive Plan Map

[9] City Code 1001.08, Subd 10(2)(b) (Shoreland Land Use Table)

Plan Set
Revised Ghost Plat of developable area.
Engineering Review Letter dated March 6, 2025
Engineering Review Letter dated April 3, 2025
Hennepin County Review Letter dated February 27, 2025

AERIAL PHOTO

SITE PHOTOS

Near south field access, looking north (Jun 1, 2024)

SW area of south field, looking north (Jun 1, 2024).

Panoramic view from NE corner of south field, looking south to west (Jun 1, 2024).

Near NE area of project (south of Thicket Ln cul-de-sac), looking SE. Lake Laura is beyond the hills (Jun 1, 2024).

ORDINANCE No. 2025-10

CITY OF DAYTON
COUNTIES OF HENNEPIN AND WRIGHT
STATE OF MINNESOTA

ORDINANCE APPROVING A ZONING MAP AMENDMENT FROM A-1 AGRICULTURAL TO A-3 AGRICULTURAL FOR PID: 07-120-22-32-0005

THE CITY OF DAYTON ORDAINS:

SECTION 1. Amendment of the City Code. Section 1101.04, Subd. 2 of the City Code of the City of Dayton, Minnesota, is hereby amended by changing the classification of the City of Dayton official Zoning Map from A-1 Agricultural to A-3 Agricultural, described as follows:

PARCEL 1:
The Northwest Quarter of the Southwest Quarter, Section 7, Township 120, Range 22, Hennepin County, Minnesota, AND That part of Government Lots 3 and 4, Section 7, Township 120, Range 22, lying Westerly of a line drawn from a point on the South line of said Government Lot 4 distant 1131.91 feet East of the Southwest corner of said Government Lot 4 to a point on the North line of said Government Lot 3 distant 882.37 feet West of the northeast corner of said Government Lot 3, except that part of the Northwest Quarter of the Southwest Quarter of Government Lot 3, Section 7, Township 120, Range 22, Hennepin County, Minnesota, described as follows:

Commencing at the Southwest corner of said Northwest Quarter of the Southwest Quarter, thence on an assumed bearing of North along the West line of said Northwest Quarter of the Southwest Quarter a distance of 721.18 feet to point of beginning of the land to be described herein; thence South 88 degrees 25 minutes 12 seconds East to the intersection with a line, hereinafter referred to as Line "A", drawn from a point on the South line of said Government Lot 4 in said Section 7, distant 1131.91 feet East of the Southwest corner of said Government Lot 4 to a point on the North line of said Government Lot 3 distant 882.37 feet West of the Northeast corner of said Government Lot 3; thence Northeasterly along said Line "A" to the North line of said Government Lot 3, thence West along the North lines of said Government Lot 3 and of the Northwest Quarter of the Southwest Quarter a distance of 1510.81 feet, more or less, to the Northwest corner of said Northwest Quarter of the Southwest Quarter; thence South along said West line of the Northwest Quarter of the Southwest Quarter a distance of 579.24 feet, more or less, to the point of beginning, and except; that part of Government Lot 4, Section 7, Township 120, Range 22, Hennepin County, Minnesota, described as follows: beginning at a point on the South line of said Government Lot 4, distant 611.91 feet East of the Southwest corner of said Government Lot 4; thence East along the South line of said Government Lot 4 a distance of 520 feet to a point thereon distant 1131.91 feet East of the Southwest corner of said Government Lot 4; thence Northeasterly along a line which if extended would intersect the North line of Government Lot 3, distant 882.37 feet West of the Northeast corner of said Government Lot 3, in said Section 7, for a distance of 893.79 feet more or less to its intersection with a line drawn parallel with, at a distant 881.87 feet North of the South line of said Government Lot 4; thence Westerly parallel with the South line of said Government Lot 4 a distance of 665.48 feet to its intersection with a line drawn perpendicular to the South line of said Government Lot 4 from the point of beginning thence Southerly along said perpendicular line a distance of 881.87 feet to the point of beginning. Subject to an easement for street purposes over the Southerly 33 feet thereof.

PARCEL 2:

That part of Government Lot 2, Section 7, Township 120, Range 22, Hennepin County, Minnesota, lying West of the following described line: Commencing at the Northwest corner of said Government Lot 2; thence East along the north line of said Government Lot 2 a distance of 231 feet to the point of beginning of the line to be described; thence South parallel with the West line of said Government Lot 2 to the South line of said Government Lot 2 and there terminating. ALSO, all that part of Government Lots 3 and 4 in said Section 7 lying Easterly of a line drawn from a point on the South line of said Government Lot 4 distant 1131.91 feet East of the Southwest corner of said Government Lot 4 to a point on the North line of said Government Lot 3 distance 882.37 West of the Northeast corner of said Government Lot 3, excepting therefrom that part of said Government Lot 4 lying Southerly of a line drawn Easterly parallel with the South Line of said Government Lot 4 from a point on the Westerly line of the above described tract distant 1020 feet Northerly measured along said Westerly line from the South line of said Government Lot 4.

PARCEL 3:
That part of the Northwest Quarter of the Southwest Quarter and of Government Lot 3, Section 7. Township 120, Range 22, Hennepin County, Minnesota, as follows: Commencing at the Southwest corner of said Northwest Quarter of the Southwest Quarter; thence on assumed bearing of North along the West line of said Northwest Quarter of the Southwest Quarter a distance of 721.18 feet to the point of beginning of the land to be described herein; thence South 88 degrees 25 minutes 12 seconds East to the intersection with a line, herein referred to as Line “A”, drawn from a point on the South line of Government Lot 4 in said Section 7, distant 1131.91 feet East of the Southwest corner of said Government Lot 4 to a point on North line of said Government Lot 3 distant 882.37 feet West of the Northeast corner of said Government Lot 3; thence Northeasterly along said Line "A" to the North line of said Government Lot 3; thence West along the North lines of said Government Lot 3 and of the Northwest Quarter of the Southwest Quarter distance of 1510.81 feet, more or less, to the Northwest corner of said Northwest Quarter of the Southwest Quarter, thence South along said West line of the Northwest Quarter of the Southwest Quarter a distance of 579.24 feet, more or less, to the point of beginning.

SECTION 2. Effective Date. This Amendment shall take effect upon the Final Plat Approval of LEGACY WOODS, and the Official Zoning Map shall be modified to reflect this Ordinance action.

Adopted by the City Council on this 22nd day of April, 2025.

Dennis Fisher, Mayor

ATTEST:

Amy Benting, City Clerk

Motion by _____. Second by _____.
Motion Approved.

Published by THE PRESS on _____.

RESOLUTION No. 22-2025

CITY OF DAYTON
COUNTIES OF HENNEPIN AND WRIGHT
STATE OF MINNESOTA

RESOLUTION APPROVING THE PRELIMINARY PLAT AND CONSERVATION PLANNED UNIT DEVELOPMENT OF SCHANY PARCEL.

WHEREAS, the Applicant, BK Land Development LLC, submitted an application for Preliminary Plat approval on January 29, 2025, for property located at (unaddressed), PID: 07-120-22-32-0005 legally described as:

PARCEL 1:
The Northwest Quarter of the Southwest Quarter, Section 7, Township 120, Range 22, Hennepin County, Minnesota, AND That part of Government Lots 3 and 4, Section 7, Township 120, Range 22, lying Westerly of a line drawn from a point on the South line of said Government Lot 4 distant 1131.91 feet East of the Southwest corner of said Government Lot 4 to a point on the North line of said Government Lot 3 distant 882.37 feet West of the northeast corner of said Government Lot 3, except that part of the Northwest Quarter of the Southwest Quarter of Government Lot 3, Section 7, Township 120, Range 22, Hennepin County, Minnesota, described as follows: Commencing at the Southwest corner of said Northwest Quarter of the Southwest Quarter, thence on an assumed bearing of North along the West line of said Northwest Quarter of the Southwest Quarter a distance of 721.18 feet to point of beginning of the land to be described herein; thence South 88 degrees 25 minutes 12 seconds East to the intersection with a line, hereinafter referred to as Line "A", drawn from a point on the South line of said Government Lot 4 in said Section 7, distant 1131.91 feet East of the Southwest corner of said Government Lot 4 to a point on the North line of said Government Lot 3 distant 882.37 feet West of the Northeast corner of said Government Lot 3; thence Northeasterly along said Line "A" to the North line of said Government Lot 3, thence West along the North lines of said Government Lot 3 and of the Northwest Quarter of the Southwest Quarter a distance of 1510.81 feet, more or less, to the Northwest corner of said Northwest Quarter of the Southwest Quarter; thence South along said West line of the Northwest Quarter of the Southwest Quarter a distance of 579.24 feet, more or less, to the point of beginning, and except; that part of Government Lot 4, Section 7, Township 120, Range 22, Hennepin County, Minnesota, described as follows: beginning at a point on the South line of said Government Lot 4, distant 611.91 feet East of the Southwest corner of said Government Lot 4; thence East along the South line of said Government Lot 4 a distance of 520 feet to a point thereon distant 1131.91 feet East of the Southwest corner of said Government Lot 4; thence Northeasterly along a line which if extended would intersect the North line of Government Lot 3, distant 882.37 feet West of the Northeast corner of said Government Lot 3, in said Section 7, for a distance of 893.79 feet more or less to its intersection with a line drawn parallel with, at a distant 881.87 feet North of the South line of said Government Lot 4; thence Westerly parallel with the South line of said Government Lot 4 a distance of 665.48 feet to its intersection with a line drawn perpendicular to the South line of said Government Lot 4 from the point of beginning thence Southerly along said perpendicular line a distance of 881.87 feet to the point of beginning. Subject to an easement for street purposes over the Southerly 33 feet thereof.

PARCEL 2:
That part of Government Lot 2, Section 7, Township 120, Range 22, Hennepin County, Minnesota, lying West of the following described line: Commencing at the Northwest corner of said Government Lot 2; thence East along the north line of said Government Lot 2 a distance of

231 feet to the point of beginning of the line to be described; thence South parallel with the West line of said Government Lot 2 to the South line of said Government Lot 2 and there terminating. ALSO, all that part of Government Lots 3 and 4 in said Section 7 lying Easterly of a line drawn from a point on the South line of said Government Lot 4 distant 1131.91 feet East of the Southwest corner of said Government Lot 4 to a point on the North line of said Government

Lot 3 distance 882.37 West of the Northeast corner of said Government Lot 3, excepting therefrom that part of said Government Lot 4 lying Southerly of a line drawn Easterly parallel with the South Line of said Government Lot 4 from a point on the Westerly line of the above described tract distant 1020 feet Northerly measured along said Westerly line from the South line of said Government Lot 4.

PARCEL 3:
That part of the Northwest Quarter of the Southwest Quarter and of Government Lot 3, Section 7. Township 120, Range 22, Hennepin County, Minnesota, as follows: Commencing at the Southwest corner of said Northwest Quarter of the Southwest Quarter; thence on assumed bearing of North along the West line of said Northwest Quarter of the Southwest Quarter a distance of 721.18 feet to the point of beginning of the land to be described herein; thence South 88 degrees 25 minutes 12 seconds East to the intersection with a line, herein referred to as Line “A”, drawn from a point on the South line of Government Lot 4 in said Section 7, distant 1131.91 feet East of the Southwest corner of said Government Lot 4 to a point on North line of said Government Lot 3 distant 882.37 feet West of the Northeast corner of said Government Lot 3; thence Northeasterly along said Line "A" to the North line of said Government Lot 3; thence West along the North lines of said Government Lot 3 and of the Northwest Quarter of the Southwest Quarter distance of 1510.81 feet, more or less, to the Northwest corner of said Northwest Quarter of the Southwest Quarter, thence South along said West line of the Northwest Quarter of the Southwest Quarter a distance of 579.24 feet, more or less, to the point of beginning.

WHEREAS, the Application was determined to be complete on March 25, 2025.

WHEREAS, a Public Hearing was held by the Planning Commission on March 6, 2025 and continued on April 3, 2025. The Planning Commission recommended Approval of the application; and,

CONDITIONAL USE PERMIT FOR RESIDENTIAL PLANNED UNIT DEVELOPMENT IN A SHORELAND DISTRICT

WHEREAS, the project is located within the 1,000’ Shoreland District of Laura Lake, a Natural Environment Lake. Residential Planned Unit Developments are subject to a Conditional Use Permit, per City Code 1001.08, Subd 10(2)(b); and,

WHEREAS, the project has been evaluated per City Code 1001.08, Subd 12(16) (Conditional Uses). The Conditional Use Permit shall be approved with the following conditions:

1. All setbacks shall be consistent with minimum requirements of the Shoreland District.

PRELIMINARY PLAT OF A CONSERVATION SUBDIVISION, AND PLANNED UNIT DEVELOPMENT

WHEREAS, the project is located within the Greenway Overlay Corridor as identified in the 2040 Comprehensive Plan, Figure 3: Future Land Use Map. A Conservation Planned Unit Development is required by City Code 1002.15 (Conservation Subdivision), which provides development guidelines and incentives; and,

WHEREAS, consistent with City Code 1001.10, Subd 3(1), the City may approve the Planned Unit Development only if it finds that the development satisfies all of the following standards (**Findings** in *Italics*):

A. The Planned Unit Development is consistent with the Comprehensive Plan of the City.

FINDING: *The 2040 Comprehensive Plan guides the property for [Sewered] Low Density Residential, 2-5 units per acre. The project consists of ten non-unsewered single-family homes with a density of 0.12 units per net acre. The City Council interprets unsewered development to be an interim use, and does not hinder sewered development in the future, as the ability for future compliance has been provided via ghost plat consistent with R-1 and Shoreland zoning standards for development when sewer becomes available.*

B. The Planned Unit Development is an effective and unified treatment of the development possibilities on the project site and the development plan provides for the preservation or creation of unique amenities such as natural streams, stream banks, wooded cover, rough terrain, manmade landforms or landscaping and similar areas.

FINDING: *The PUD will include a Conservation Easement, preserving an ecological corridor.*

C. The Planned Unit Development can be planned and developed to harmonize with any existing or proposed development in the areas surrounding the project site. The development plan shall not have a detrimental effect upon the neighborhood or area in which it is proposed to be located.

FINDING: *The PUD complements and is an extension of the Thicket Hill neighborhood.*

D. The Planned Unit Development provides transitions in land use in keeping with the character of adjacent land use and provides variety in the organization of site elements and building design.

FINDING: *The PUD complements and is an extension of the Thicket Hill neighborhood.*

E. The tract under consideration is under single ownership or control.

FINDING: *The project is under single ownership and is under contract by the applicant.*

F. Public benefits shall be included in each development and considered as part of the review of the overall Planned Unit Development and as an opportunity to support any deviations from

the primary zoning ordinance provisions and performance standards. Public benefits that may be considered include but are not limited to the following:

1. Preservation or creation of increased public or private open space (above what is excluded in net calculation).
2. Increased park land dedication beyond the required park dedication amount when land is required by the ordinance.
3. Expansion of existing open space or open space corridors and/or linking open space corridors beyond borders of the site.
4. Preservation of existing natural resources, the sites natural topography, existing buffers and woodlands (as may be mapped as the greenway corridor on the land use plan) beyond minimum required by ordinance.
5. Site amenities: private parks, enhanced pedestrian scale and decorative street lighting, tot lots, trails (above what is required by ordinance), recreational facilities, community center, pools or other on-site amenities which serve the entire development.
6. Stormwater re-use system for common area and individual lots irrigation system.
7. Multiple development-wide enhanced entry features, including the following elements: monument signage with decorative lighting, water feature, and enhanced entry landscaping surrounding the monument.

FINDING: *Public Benefits include a Conservation Easement to be dedicated from the property owner to the City in perpetuity. The Conservation Easement shall create a contiguous corridor connecting wetlands, wetland buffers, and woodlands. The intent of the Conservation Easement is to preserve and enhance ecology and to provide open space viewable by the public. The Conservation Easement may include trails but is not intended for active recreational development. The Easement may be amended by action of the City Council.*

G. The Planned Unit Development will not create an excessive burden on parks, schools, streets, or other facilities and utilities that serve or are proposed to serve the Planned Unit Development.

FINDING: *The addition of ten lots will not create an excessive burden on parks schools or other public facilities. The project is within the Elk River ISD 728 school district. The nearest public park is Brockton Meadows Park in Rogers (3/4 mile). The nearest Dayton park is McNeil Park (2¾ miles). The project has been Ghost Platted to demonstrate how the project may be re-subdivided when regional sewer becomes available.*

WHEREAS, consistent with City Code 1002.05, Subd 1(2)(f)(4), the Planning Commission recommends Approval of the Preliminary Plat based on the following findings:

A. That the proposed subdivision is **NOT** in conflict with the City's Comprehensive Plan, Zoning Ordinance, Capital Improvements Program, or other policy or regulation.

B. That the proposed subdivision is **NOT** in conflict with the purpose and intent of this chapter.

C. That the physical characteristics of the site, including but not limited to topography, vegetation, susceptibility to erosion, and siltation, susceptibility to flooding, water storage,

and retention, are such that the site **IS** suitable for the type of development or use contemplated.

D. That the site **IS** physically suitable for the intensity or type of development or use contemplated.

E. That the design of the subdivision or the proposed improvements **IS NOT** likely to cause substantial and irreversible environmental damage.

F. That the design of the subdivision or the type of improvements will **NOT** be detrimental to the health, safety or general welfare of the public.

G. That the design of the subdivision or the type of improvement will **NOT** conflict with easements on record or with easements established by judgment of a court.

H. That the subdivision is **NOT** premature as determined by the standards of Subsection 1002.03 of this section.

Consistent with City Code 1002.03(1)(d)((1) (Premature Subdivision); A proposed subdivision shall be deemed to lack adequate waste disposal systems if; (2) Available or proposed sanitary sewer is inadequate to support the subdivision if developed to its maximum permissible density after reasonable sewer capacity is reserved for schools planned public facilities, and commercial and industrial development projected for the next 5 years.

The project is not planned to be sewered within the next 5 years (2030). The project is within the Post 2050 Sewer Stating Plan. The unsewered project is not premature.

WHEREAS, consistent with City Code 1001.10, Subd 4(5) (*Rezoning request review*), and City Code 1001.28, Subd 2 (Zoning Ordinance Text and Map Amendments), the Planning Commission recommended Approval of Ordinance 2025-10, amending the Official Zoning Map, from A-1 Agricultural to A-3 Agricultural; and,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Dayton, based on the Staff Report, Planning Commission recommendation, and in consideration of Public Testimony, APPROVES the Preliminary Plat of a Conservation Subdivision, with the following Conditions:

1. Prior to Final Plat approval, the Preliminary Plat shall be revised to illustrate a Conservation Easement. The easement shall be non-fragmented, inclusive of wetlands, wetland buffers, and a corridor with a minimum width of 25’ connecting wetlands and buffers. The Conservation Easement shall be written as a separate document with the City as the Grantee. The easement shall be for perpetuity.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Dayton, based on the Staff Report, Planning Commission recommendation, and in consideration of Public Testimony, APPROVES the Preliminary Plat of LEGACY WOODS, with the following Conditions;

2. Prior to Final Plat approval, the Preliminary Plat shall be revised (where applicable) to comply with the City Engineer’s letter, dated March 6, 2025.

3. Prior to Final Plat approval, the Preliminary Plat shall be revised to illustrate a Conservation Easement. The easement shall be non-fragmented, inclusive of wetlands, wetland buffers, and a

corridor with a minimum width of 25' connecting wetlands and buffers. The Conservation Easement shall be written as a separate document with the City as the Grantee. The easement shall be for perpetuity.

4. Prior to Final Plat approval, the Preliminary Plat shall be revised to include a 20' trail easement along North Diamond Lake Road, outside of the right-of-way.

5. Prior to Final Plat approval, the applicant shall submit a Landscape Plan, consistent with City Code 1001.24, Subd 3 and Subd 4. The plan shall identify existing Significant Trees at least 6" in diameter within disturbed areas, as identified on the Grading & Drainage plan. The Landscape Plan shall be consistent with City Code 1001.27 regarding upland buffer zones, vegetation, and markers.

6. Prior to Final Plat approval, the applicant shall revise the Preliminary Plat to include a 35' landscaped buffer adjacent to the North Diamond Lake Road right-of-way. The design and planting of the buffer shall be consistent with City Code 1001.24, Subd 7(4) (Buffer yard design), and (5) (berms). A landscape escrow shall be required.

7. The applicant shall submit an application for Final Plat approval within one year of Preliminary Plat Approval, or the Preliminary Plat shall expire unless an extension is granted by the Zoning Administrator prior to expiration.

8. Lots within the 1,000-foot shoreland boundary shall have a maximum impervious surface allowance of 25 percent, consistent with the requirements outlined in the Shoreland Ordinance.

9. Property surveys shall include ordinary high water level and top-of-bluff delineations to verify various setback requirements from Laura Lake.

10. Compliance with the conditions of the Hennepin County letter dated February 27, 2025 regarding the development.

Adopted by the City Council on this 22nd day of April, 2025.

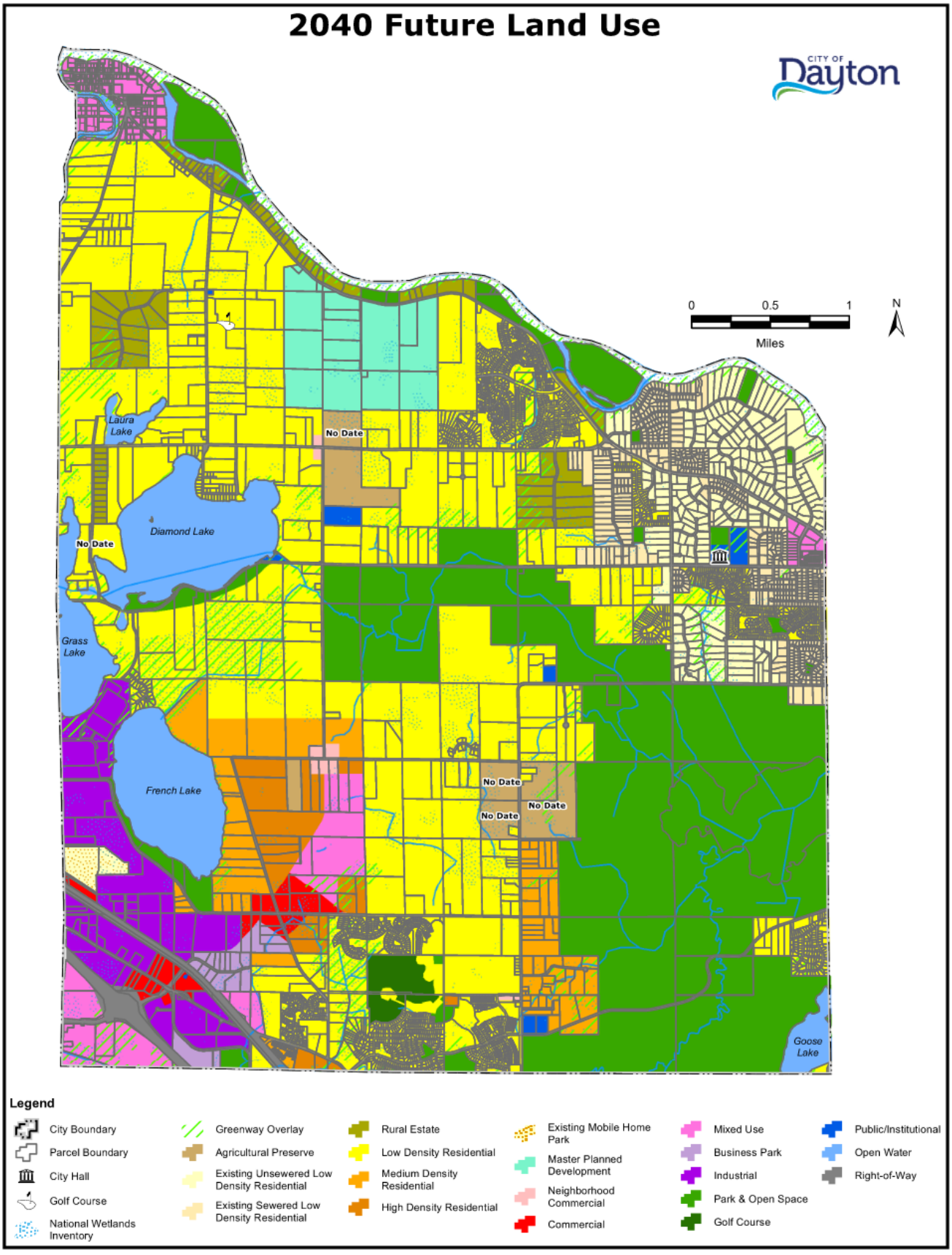
_____
Dennis Fisher, Mayor

ATTEST:

_____
Amy Benting, City Clerk

Motion by_____. Second by _____.
Motion *Approved.*

Figure 3: Future Land Use Map



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

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DRAWN				
XXX				
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ERJ				
DATE				
01/10/2025				

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

Eric R. Johnson

ERIC R. JOHNSON, P.E.
Date: 01/10/2025 Lic. No. 56659

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

CITY PROJECT NO.

DAYTON,
MINNESOTA

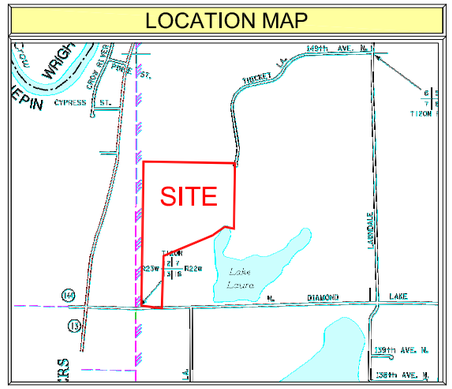
PRELIMINARY SITE PLAN
SCHANY PARCEL
BK LAND DEVELOPMENT

154

FILE NO.
100954-004

SP

LOCATION MAP



SHEET INDEX TABLE

SHEET	Description
SP	Site Plan
ALTA	ALTA Survey
PP	Preliminary Plat
SS	Preliminary Utility Plan
ST	Preliminary Street Plan
GP	Preliminary Grading & Erosion Control Plan

Notes:
Lots: 10 Single Family Lots

Front Yard Setback: 25'
Side Yard Setback: 10'/10'
Rear Yard Setback:30'

Rural Road Section
60' ROW

PREPARED BY	PREPARED FOR
ENGINEER SATHRE-BERGQUIST, INC. 14000 25th Ave N, Suite 120 Plymouth, MN 55447 PHONE: (952) 476-6000 FAX: (952) 476-0104 CONTACT : ERIC R. JOHNSON, P.E. EMAIL: EJOHNSON@SATHRE.COM	DEVELOPER BK LAND DEVELOPMENT 12929 DEERWOOD LANE DAYTON, MN 55327 CONTACT: ZACH BROWN PHONE: (763) 202-9642 EMAIL: ZACHBROWN@EDINAREALTY.COM

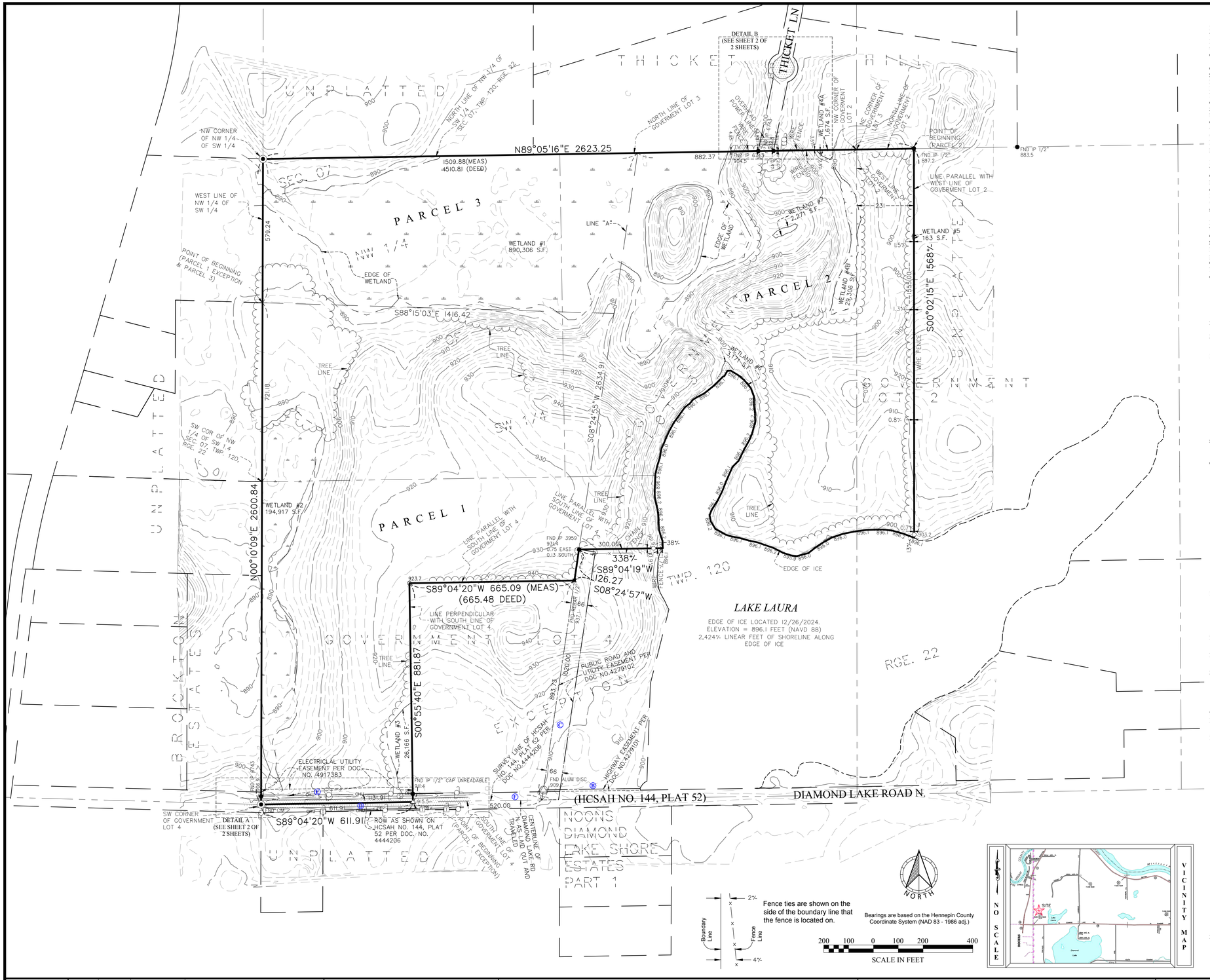
ALTERNATE SEPTIC AREA
PRIMARY SEPTIC AREA

DENOTES PRIMARY & ALTERNATE SEPTIC SITE LOCATIONS
*FINAL SEPTIC LOCATION TO BE DETERMINED WITH THE LOT CERTIFICATE

HOUSE & DRIVEWAY SHOWN ON PLANS ARE FOR ILLUSTRATION PURPOSES
*FINAL HOUSE & DRIVEWAY LAYOUT TO BE DETERMINED BY FUTURE HOME BUYER

NORTH

150 75 0 75 150 300
SCALE IN FEET



DESCRIPTION OF PROPERTY SURVEYED

(Per Schedule A of the herein referenced Title Commitment)

PARCEL 1:
The Northwest Quarter of the Southwest Quarter, Section 7, Township 120, Range 22, Hennepin County, Minnesota, AND That part of Government Lots 3 and 4, Section 7, Township 120, Range 22, lying Westerly of a line drawn from a point on the South line of said Government Lot 4 distant 1131.91 feet East of the Southwest corner of said Government Lot 4 to a point on the North line of said Government Lot 3 distant 882.37 feet West of the northeast corner of said Government Lot 3, except that part of the Northwest Quarter of the Southwest Quarter of Government Lot 3, Section 7, Township 120, Range 22, Hennepin County, Minnesota, described as follows:

Commencing at the Southwest corner of said Northwest Quarter of the Southwest Quarter, thence on an assumed bearing of North along the West line of said Northwest Quarter of the Southwest Quarter a distance of 721.18 feet to point of beginning of the land to be described herein; thence South 88 degrees 25 minutes 12 seconds East to the intersection with a line, hereinafter referred to as Line "A", drawn from a point on the South line of said Government Lot 4 in said Section 7, distant 1131.91 feet East of the Southwest corner of said Government Lot 4 to a point on the North line of said Government Lot 3 distant 882.37 feet West of the Northeast corner of said Government Lot 3; thence Northeasterly along said Line "A" to the North line of said Government Lot 3, thence West along the North lines of said Government Lot 3 and of the Northwest Quarter of the Southwest Quarter a distance of 1510.81 feet, more or less, to the Northwest corner of said Northwest Quarter of the Southwest Quarter; thence South along said West line of the Northwest Quarter of the Southwest Quarter a distance of 579.24 feet, more or less, to the point of beginning, and except; that part of Government Lot 4, Section 7, Township 120, Range 22, Hennepin County, Minnesota, described as follows: beginning at a point on the South line of said Government Lot 4, distant 611.91 feet East of the Southwest corner of said Government Lot 4; thence East along the South line of said Government Lot 4 a distance of 520 feet to a point thereon distant 1131.91 feet East of the Southwest corner of said Government Lot 4; thence Northeasterly along a line which if extended would intersect the North line of Government Lot 3, distant 882.37 feet West of the Northeast corner of said Government Lot 3, in said Section 7, for a distance of 893.79 feet more or less to its intersection with a line drawn parallel with, at a distant 881.87 feet North of the South line of said Government Lot 4; thence Westerly parallel with the South line of said Government Lot 4 a distance of 665.48 feet to its intersection with a line drawn perpendicular to the South line of said Government Lot 4 from the point of beginning thence Southerly along said perpendicular line a distance of 881.87 feet to the point of beginning. Subject to an easement for street purposes over the Southerly 33 feet thereof.

PARCEL 2:
That part of Government Lot 2, Section 7, Township 120, Range 22, Hennepin County, Minnesota, lying West of the following described line: Commencing at the Northwest corner of said Government Lot 2; thence East along the north line of said Government Lot 2 a distance of 231 feet to the point of beginning of the line to be described; thence South parallel with the West line of said Government Lot 2 to the South line of said Government Lot 2 and there terminating. ALSO, all that part of Government Lots 3 and 4 in said Section 7 lying Easterly of a line drawn from a point on the South line of said Government Lot 4 distant 1131.91 feet East of the Southwest corner of said Government Lot 4 to a point on the North line of said Government Lot 3 distance 882.37 West of the Northeast corner of said Government Lot 3, excepting therefrom that part of said Government Lot 4 lying Southerly of a line drawn Easterly parallel with the South Line of said Government Lot 4 from a point on the Westerly line of the above described tract distant 1020 feet Northerly measured along said Westerly line from the South line of said Government Lot 4.

PARCEL 3:
That part of the Northwest Quarter of the Southwest Quarter and of Government Lot 3, Section 7. Township 120, Range 22, Hennepin County, Minnesota, as follows:
Commencing at the Southwest corner of said Northwest Quarter of the Southwest Quarter; thence on assumed bearing of North along the West line of said Northwest Quarter of the Southwest Quarter a distance of 721.18 feet to the point of beginning of the land to be described herein; thence South 88 degrees 25 minutes 12 seconds East to the intersection with a line, herein referred to as Line "A", drawn from a point on the South line of Government Lot 4 in said Section 7, distant 1131.91 feet East of the Southwest corner of said Government Lot 4 to a point on North line of said Government Lot 3 distant 882.37 feet West of the Northeast corner of said Government Lot 3; thence Northeasterly along said Line "A" to the North line of said Government Lot 3; thence West along the North lines of said Government Lot 3 and of the Northwest Quarter of the Southwest Quarter distance of 1510.81 feet, more or less, to the Northwest corner of said Northwest Quarter of the Southwest Quarter, thence South along said West line of the Northwest Quarter of the Southwest Quarter a distance of 579.24 feet, more or less, to the point of beginning.

ALTA/NSPS OPTIONAL TABLE A NOTES

(The following items reference Table A optional survey responsibilities and specifications)

2) **Site Address**: Address unassigned Diamond Lake Rd N, Dayton, MN 55374

3) **Flood Zone Information**: This property appears to lie in Zone X (area determined to be outside of the 0.2% annual chance floodplain) per Flood Insurance Rate Map, Community Panel No. 27053C0034F, effective date of November 4th, 2016.

Parcel Area Information:

Gross Area:	±4,673,825 s.f.	~	±107.296 acres
Parcel 1 Area:	2,015,105 s.f.	~	46.260 acres
Parcel 2 Area:	±1,761,786 s.f.	~	±40.445 acres
Parcel 3 Area:	896,934 s.f.	~	20.591 acres
R/W Area:	20,183 s.f.	~	0.463 acres
Wet Area:	±1,147,974 s.f.	~	±26.354 acres
Net Area:	±3,505,668 s.f.	~	±80.479 acres.

*We do not affirmatively insure the quantity of acreage set forth in the description

5) Benchmark: Elevations are based on Hennepin County Control Station Name: LAWN which has an elevation of: 881.68 feet (NAVD88). Contours were derived from a combination of field observations and LiDAR data from the Minnesota Department of Natural Resources.

6) Zoning Information: The current Zoning for the subject property is A-1(Agricultural District) per the City of Dayton's zoning map dated October 25, 2024. The setback, height, and floor space area restrictions for said zoning designation are as follows:

Principal Structure Setbacks - Street(s): 30 feet (Diamond Lake Road N)
Side: 10 feet
Rear: 20 feet
Lake: 100 feet (From Ordinary High Water Line)
Height: 35 feet
Hardcover: 10 percent of lot area

*Please note that the zoning information shown hereon may have been amended through a city process. We recommend that a zoning letter be obtained from the Zoning Administrator for the current restrictions for this site. All setback information and hardcover data for planning and design must be verified by all parties involved in the design and planning process prior to any planning or construction.

We have not received the current zoning classification and building setback requirements from the insurer.

11) Utilities: We have shown the location of utilities to the best of our ability based on observed evidence together with evidence from the following sources: plans obtained from utility companies, plans provided by client, markings by utility companies and other appropriate sources. We have used this information to develop a view of the underground utilities for this site. However, lacking excavation, the exact location of underground features cannot be accurately, completely and reliably depicted. Where additional or more detailed information is required, the client is advised that excavation may be necessary. Also, please note that seasonal conditions may inhibit our ability to visibly observe all the utilities located on the subject property. A Gopher State One Call was submitted for this survey. Please reference Ticket No. 243132242 & 243132243 of utility operators in this area.

16) No evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.

17) No evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.

20) **Wetland Delineation**: The wetland delineation was performed by Kjolhaug Environmental Services Company was flagged on 10/21/24. Sathre-Bergquist located the wetland flags on 11/6/24.

SURVEY REPORT

This map and report was prepared with the benefit of a Commitment for Title Insurance issued by CHB Title, LLC as an issuing agent for Old Republic National Title Insurance Company, File No. 60046, dated October 13, 2024.

1) We note the following with regards to Schedule B of the herein referenced Title Commitment:
   a) Item no.'s 1-8, 16, & 17 are not survey related
   b) Item no. 9 - Terms and conditions of Easement for highway purposes, in favor of Hennepin County, as created in document filed April 21, 1977, as Document No. 4279101. ***SHOWN HEREON (B) (DOES NOT AFFECT SUBJECT PROPERTY)***
   c) Item no. 10 - Terms and conditions of Easement for public road and utility, in favor of City of Dayton, as created in document filed April 21, 1977, as Document No. 4279102. ***SHOWN HEREON (C) (DOES NOT AFFECT SUBJECT PROPERTY)***
   d) Item no. 11 - Subject to Hennepin County State Aid Highway No. 144, Plat 52, recorded as Document No. 4444206. ***SHOWN HEREON (D)***
   e) Item no. 12 - Terms and conditions of Easement for electric transmission lines, in favor of Northern States Power Company, as created in document field August 17, 1984, as Document No. 4917383. ***SHOWN HEREON (E)***
   f) Item no. 13 - Subject to Diamond Lake Rd N as laid out and traveled. ***SHOWN HEREON (F)***
   g) Item no. 14 - Rights of the public and the State of Minnesota in and to that portion of the insured premises lying below the natural high water make of Laura Lake. ***NO ORDINARY HIGH WATER LEVEL HAS BEEN DETERMINED. SEE NOTE BELOW***
   h) Item no. 15 - A portion of the property contain wetlands which may be subject to federal, state, or local regulation. The right to use or improve these wetlands is excepted herein. ***SHOWN HEREON***
   i) Item no. 18 - Subject to one or more cemeteries or burial grounds located upon the Property which have been identified and/or authenticated per Purchase Agreement dated October 28, 2023, by and between Schany Family Limited Partnership and BK Land Development, LLC.
   All human burials, human remains, and human burial grounds found on or in all public or private lands or waters in Minnesota are subject to protection pursuant to the provisions of the Minnesota Statutes, Chapter 307.08.
   TYPO IN PURCHASE AGREEMENT. NO BURIAL GROUNDS ON SITE.

2) We have corresponded with the MN DNR, Elm Creek Watershed, Three Rivers Park District, City of Dayton and Met Council. Very little data exists for Laura lake. An Ordinary High Water Level has not been determined and no lake level elevations have been recorded. The neighboring plat of Lake Laura Ranch Estates lists a top of water elevation of 894.3 feet (NGVD 29) on May 10, 1999.

FIELD CREW	NO.	BY	DATE	REVISION
DM DR PH SO				
DRAWN				
ABE				
CHECKED				
CMT				
DATE				
1/6/25				

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To: BK Land Development, CHB Title, and Old Republic National Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Table A Items: 1-6(a), 8,11(b), 16, 17, 18, 20. The field work was completed on 11/8/24.

Date of Plat or Map: January 6th, 2025

Colyn M. Tvete, PLS — Minnesota License No. 62269

SATHRE-BERGQUIST, INC.
14000 25TH AVENUE NORTH, SUITE 120
PLYMOUTH MN 55447 (952) 476-6000
WWW.SATHRE.COM

TWP:120-RGE.22-SEC.07
Hennepin County

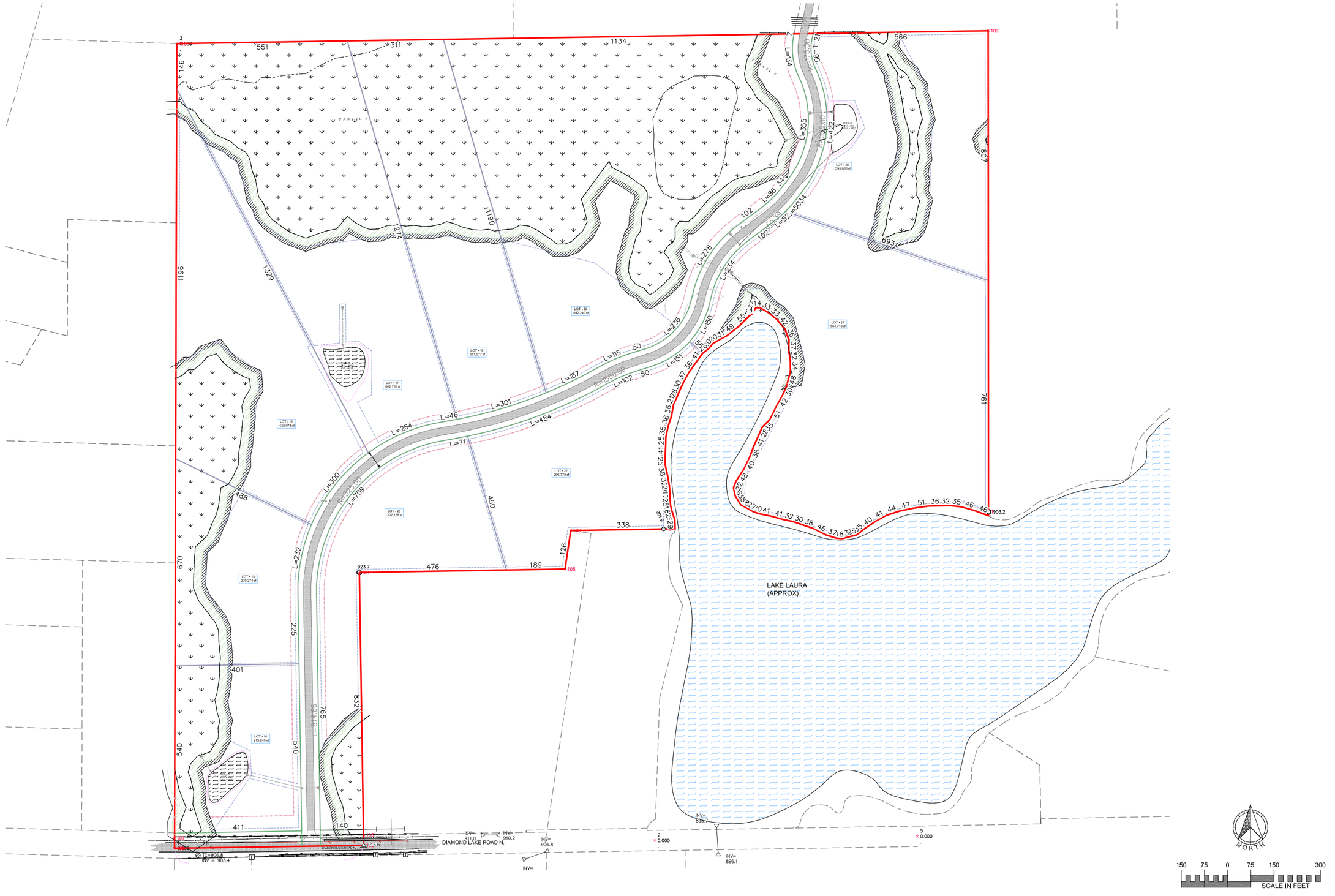
DAYTON, MINNESOTA

ALTA/NSPS LAND TITLE SURVEY

PREPARED FOR:

BK LAND DEVELOPMENT

FILE NO. 100954-004



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XX/XX/XX				

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

Dated this _xx_ day of __xxx__, 20xx_.

Daniel L. Schmidt, PLS Minnesota License No. 26147
schmidt@sathre.com

SATHRE-BERGQUIST, INC.
14000 25TH AVENUE NORTH, SUITE 120
PLYMOUTH MN 55447 (952) 476-6000
WWW.SATHRE.COM

TWP: 120-RGE.22-SEC.33
Hennepin County

DAYTON, MINNESOTA

PRELIMINARY PLAT - SCHANY PARCEL

PREPARED FOR:
BK Land Development

156

FILE NO.
19214-006

PP
PP1

LEGEND

DESCRIPTION	PROPOSED	EXISTING
BUILDING SETBACK LINE	BSBL	BSBL
GARAGE SETBACK LINE	GSBL	GSBL
PARCEL BOUNDARY LINE		
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
SAN/WM SERVICE		
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION W/RIP-RAP		
STORM STUCTURE LABEL	CB H3	CB H3
DRAINTILE W/CLEANOUTS		
SANITARY STUCTURE LABEL		
SANITARY SEWER MANHOLE		
WATERMAIN		
HYDRANT		
GATE VALVE		

Storm Table									
Start Structure	Start Rim Elev	Start Inv	Size	Material	Length	Slope	End Structure	End Rim Elev	End Inv
A2	907.4	906.00	15.0"	RCP	181.5 LF	6.61%	A1	895.4	894.00
A3	910.4	909.00	15.0"	RCP	51.2 LF	5.86%	A2	907.4	906.00
B2	918.9	917.50	15.0"	RCP	49.7 LF	1.01%	B1	918.4	917.00
C2	897.7	896.00	18.0"	RCP	423.6 LF	0.47%	C1	895.7	894.00
C3	899.4	898.00	15.0"	RCP	44.0 LF	4.55%	C2	897.4	896.00
O2	895.4	894.00	15.0"	RCP	53.3 LF	2.82%	O1	893.9	892.50
O4	911.2	909.00	24.0"	RCP	119.2 LF	0.84%	O3	910.2	908.00
O6	895.7	894.00	18.0"	RCP	144.1 LF	4.51%	O5	889.2	887.50

NORTH

150 75 0 75 150 300
SCALE IN FEET

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DRAWING NAME	NO.	BY	DATE	REVISION
SCHANY	1			
DRAWN				
XXX				
CHECKED				
ERJ				
DATE				
01/10/2025				

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

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

Eric R Johnson

ERIC R. JOHNSON, P.E.
Date: 01/10/2025 Lic. No. 56659

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

CITY PROJECT NO.
--

DAYTON,
MINNESOTA

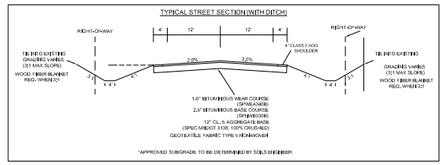
PRELIMINARY STORM SEWER PLAN
SCHANY PARCEL
BK LAND DEVELOPMENT

157

FILE NO.
100954-004

SS1

TYPICAL STREET SECTION (WITH DITCH)



LEGEND

DESCRIPTION	PROPOSED	EXISTING
BUILDING SETBACK LINE	BSBL	BSBL
GARAGE SETBACK LINE	GSBL	GSBL
PARCEL BOUNDARY LINE		
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
SAN/WM SERVICE	W / S	W / S
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION W/RIP-RAP		
STORM STUCTURE LABEL	CB H3	CB H3
SANITARY STUCTURE LABEL	SANITARY	SANITARY
SANITARY SEWER MANHOLE		
WATERMAIN		
HYDRANT		
GATE VALVE		

NORTH

150 75 0 75 150 300
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14000 25TH AVE N #120 PLYMOUTH, MN. 55447 (952) 476-6000

CITY PROJECT NO.
--

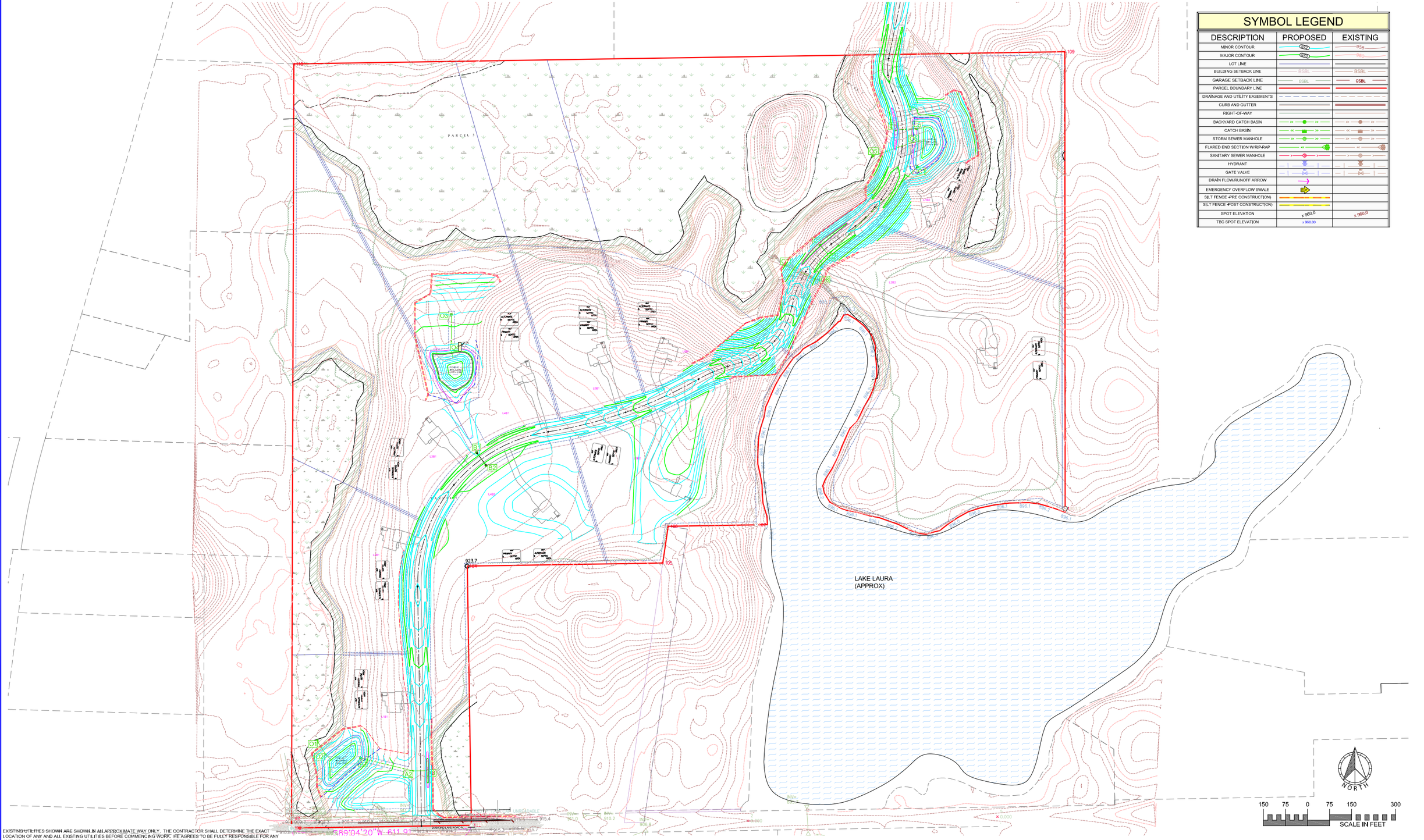
DAYTON, MINNESOTA

PRELIMINARY STREET PLAN
SCHANY PARCEL
BK LAND DEVELOPMENT

158

FILE NO.
100954-004

ST1



SYMBOL LEGEND

DESCRIPTION	PROPOSED	EXISTING
MINOR CONTOUR	958	958
MAJOR CONTOUR	960	960
LOT LINE		
BUILDING SETBACK LINE	BSBL	BSBL
GARAGE SETBACK LINE	GSBL	GSBL
PARCEL BOUNDARY LINE		
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION W/RIPRAP		
SANITARY SEWER MANHOLE		
HYDRANT		
GATE VALVE		
DRAIN FLOW/RUNOFF ARROW		
EMERGENCY OVERFLOW SWALE	EOF	
SILT FENCE -PRE CONSTRUCTION)		
SILT FENCE -POST CONSTRUCTION)		
SPOT ELEVATION	x 960.0	x 960.0
TBC SPOT ELEVATION	x 960.00	

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

CITY PROJECT NO.

DAYTON,
MINNESOTA

SHEET NAME
SCHANY PARCEL
BK LAND DEVELOPMENT

159

FILE NO.
100954-004

GP1

SYMBOL LEGEND

DESCRIPTION	PROPOSED	EXISTING
MINOR CONTOUR	970	958
MAJOR CONTOUR	975	960
LOT LINE		
BUILDING SETBACK LINE	BSBL	BSBL
GARAGE SETBACK LINE	GSBL	GSBL
PARCEL BOUNDARY LINE		
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION W/RIPRAP		
SANITARY SEWER MANHOLE		
HYDRANT		
GATE VALVE		
DRAIN FLOW/RUNOFF ARROW		
EMERGENCY OVERFLOW SWALE	EOF	
SILT FENCE -PRE CONSTRUCTION)		
SILT FENCE -POST CONSTRUCTION)		
SPOT ELEVATION	x 960.0	x 960.0
TBC SPOT ELEVATION	x 960.00	

PARCEL 3

LAKE LAURA
(APPROX)

923.7

S89°04'20"W 611.91'

DIAMOND LAKE ROAD N.

NO 3/4" I.D. CAP UNRECOVERABLE

150 75 0 75 150 300
SCALE IN FEET

NORTH

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

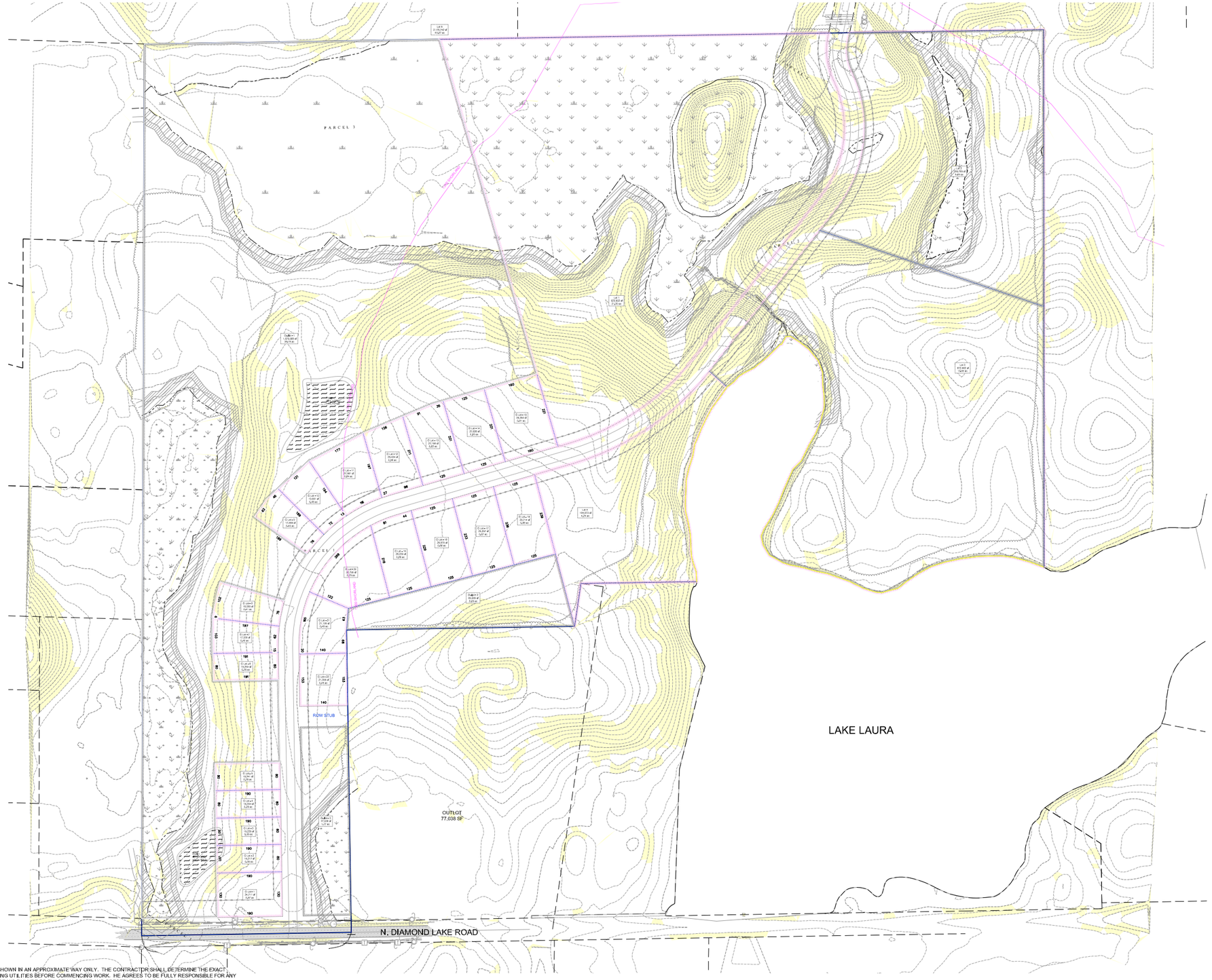
CITY PROJECT NO.
--

DAYTON,
MINNESOTA

SHEET NAME
SCHANY PARCEL
BK LAND DEVELOPMENT
160

FILE NO.
100954-004

GP1



Shoreland Lots = 12
(Lake Laura - Natural Environmental Lake)

Min Area
Riparian - 40,000 sf
Non-riparian - 20,000 sf

Minimum Lot Width - 125 LF

R1 Lots = 10
Min Area - 15,000 sf
Lot Width - 80'

Gross Area - 107.29
NE Lot Area (Well/Septic) - +/- 49.97
Outlot Area (wetlands/buffers/steep slope included) - +/- 40.00 acres

Net Area (Gross area - Oulot - NE Lots) = +/- 17.32

Net Density = 22 units / 17.32 ac = 1.27 u/a

DENOTES STEEP SLOPE (GREATER THAN 12%)

NORTH

150 75 0 75 150 300
SCALE IN FEET

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Date: 01/10/2025 Lic. No. 56659

ENGINEERS SURVEYORS DESIGNERS PLANNERS

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

CITY PROJECT NO.
--

DAYTON,
MINNESOTA

GHOST PLAT
LEGACY WOODS
BK LAND DEVELOPMENT

161

FILE NO.
100954-004

G1

Stantec

Memo

To:	Jon Sevald	From:	Jason Quisberg, Engineering Nick Findley, Engineering Ben Otto, Engineering
Project:	Schany Parcel (Laura Lake)	Date:	03/06/2025

Exhibits:

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

1. Schany Parcel Plans by Sathre-Bergquist, Inc., dated 1/10/2025, 17 sheets
2. Legacy Woods Development Stormwater Management Plan by AE2S, dated 2/10/2025, 613 sheets

Comments:

General

1. Consistent with the review process, a comment response letter shall be provided in response to the following comments provided in this Memorandum in which the applicant provides a written response to each item.
2. In addition to engineering related comments per these plans, the proposed plans are subject to addition planning, zoning, land-use, and other applicable codes of the City of Dayton.
3. Final approval by the Elm Creek Watershed Management Commission must be attained before any site grading or activity may commence.
4. For any site activity (demo, grading, utilities, etc.) no closures or restrictions of any kind shall be imposed upon the public use of Thicket Lane without the City's permission or North Diamond Lake Road without permission of the City and Hennepin County. Should any lane restrictions be necessary, the Contractor shall notify the City at least 48 hours in advance and provide a Traffic Control Plan.
5. All work to be completed withing the ROW of North Diamond Lake Road is to be properly coordinated, permitted, and approved with Hennepin County.
6. Any underlying easements no longer necessary must be vacated.
7. Outlots shall be covered by drainage and utility easements.
8. The wetland permitting process will be required as a part of this work, including delineation and permitting any impacts.
9. Provide applicable city standard details as a part of the plans.
10. Grading is shown outside of the existing ROW connecting the site and Thicket Lane. Ensure all necessary land rights and permissions are obtained prior to work taking place on adjacent properties.

Plat

11. Provide a 50' half ROW where adjacent to North Diamond Lake Road.

12. The lot numbering system used throughout the plans conflicts with the lot numbering provided in the preliminary plat. Revise to be consistent throughout the documents and include both lot and block numbering.
13. Remove strip between approximately 30+50 and North Diamond Lake Road from L4B2 (also referred to as Lot – 23) and provide as an outlot to the City of Dayton. A portion of the outlot is to be used for future connection to North Diamond Lake Road aligned with Xanthus Lane.
14. Show 15’ pond access on plans including traversable slopes to all ponds ensuring all structures are accessible.
15. Provide drainage and utility easement covering the adjacent wetlands 100-year HWL including the wetland buffer area.
16. Provide a minimum of 20’ of drainage and utility easement on center of proposed stormwater infrastructure. An example of where this is not maintained is storm sewer run C2-C1.
17. Overhead utilities cross the proposed roadway, show any existing easements located throughout the site.

Erosion Control/SWPPP

18. Disturbances are greater than 1 acre which triggers the requirement for a NPDES permit and SWPPP.
19. Rock construction entrance meeting the standard detail plate will be required.
20. Ensure all run off in disturbed areas is captured and treated by perimeter control.
21. Provide stabilized flow path or graded channel with appropriate erosion control from the Pond #2 Outlet to the edge of waterbody.
22. Provide double row of silt fence along edge of wetlands downstream of land disturbance.

Transportation

23. Soil borings and recommendations from a geotechnical engineer will be required as a part of a final plat submittal. Due to poor soils encountered during rehab work along Thicket Lane, a minimum of 18” of class 5 aggregate will be required with the current bituminous configuration.
24. Ensure a 30 MPH design speed is met including horizontal and vertical curves. Grade breaks will not be allowed, vertical curves must be used.

Site Plans

25. It is assumed that Hennepin County will require a stop sign at the access to North Diamond Lake Road.
26. The removal of the existing cul-de-sac at the end of Thicket Lane will be required as a part of this project.
27. Street signage will be required at the intersection of the proposed street and North Diamond Lake Road.
28. Provide speed limit sign at the entrance to the development from North Diamond Lake Road.

29. Provide wetland buffers and appropriate signage per standard details.
30. Provide cobra style light pole at the intersection of the proposed roadway and North Diamond Lake Road.

Grading /Stormwater

31. Drainage swales are to be a minimum of 2% and the maximum allowable slope in maintained areas is 4:1.
32. There are multiple instances of proposed contours not tying into existing contours. Revise so all proposed contours tie into existing contours.
33. Near station 6+00 there appears to be conflicting proposed surfaces. Revise plans to only include one proposed surface.
34. Provide updated topographic data that utilizes survey points in all areas to be graded. Lidar data will not be allowed in grading areas.
35. Show EOF grading and top of berm elevations of the ponds on the grading and storm sewer plans.
36. Show EOF elevations at all ponding locations including ditch road LP and ditch culvert crossings. HWL shall not inundate the road.
37. Provide a minimum separation of 1’ from the HWL to EOF and 1’ from the EOF to top of berm. Current model and details do not show enough separation from the HWL.
38. Ponds to include maintenance bench and safety bench (where applicable).
39. A minimum of 2.5’ cover underneath paved surfaces and 2.0’ of cover in non-paved areas for storm sewer is required.
40. Draintile to be provided 50’ in each direction of low points. Draintile outlet to be daylighted to proposed ditches and include a rodent guard.
41. Provide casting types as a part of the structure label or structure table.
42. Provide a 20’ minimum D and U easement along the downstream discharge point of Pond #2 swale to the wetland or extend pipe to wetland edge.
43. Show time of concentration flow paths used for HydroCAD modeling. Flowpath that results in the longest time of concentration must be selected.
44. EX-01 has a TC of 18.5 minutes while PR-02 shows similar time of concentration of 18.1 minutes but is much smaller justify the time of concentration or modify time of concentrations to be shown in accordance with the used flow path.
45. CBMH A2 to FES A1 shows a slope of 6.61. Verify that rip rap is sized accordingly to reduce velocities entering the pond.
46. Pipe run from C2 to C1 is shown to be 423’. Add an additional manhole structure roughly in the center to allow for jetting and other maintenance in the future. Additional structure to be outside of wheel path of proposed roadway.
47. Sumps shall be added at last upstream catch basin or storm manhole near to the road.
48. Provide information on if any impervious surfaces from L1B1 to L3B1 will be routed into the BMP’s.
49. Current plans show no abstraction volume being provided. Provide abstraction volume equal to 1.1” times the new impervious surface in accordance with ECWMC rules.

Other Comments

50. Specific building and lot grading information is not provided as a part of this submittal. The proposed sites shall meet all of the requirements set forth in the building permit process and will be reviewed at that time.

End of Comments

Stantec

Memo

To:	Jon Sevald	From:	Jason Quisberg, Engineering Nick Findley, Engineering Ben Otto, Engineering
Project:	Schany Parcel (Laura Lake)	Date:	04/03/2025

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6. Any underlying easements no longer necessary must be vacated.
7. Outlots shall be covered by drainage and utility easements.
8. The wetland permitting process will be required as a part of this work, including delineation and permitting any impacts.
9. Provide applicable city standard details as a part of the plans.
10. Grading is shown outside of the existing ROW connecting the site and Thicket Lane. Ensure all necessary land rights and permissions are obtained prior to work taking place on adjacent properties.
11. It appears that lot splits and/or future clusters of homes could be accommodated.
12. Proposal protects a reasonable utility corridor alignment to service the area in the future.

13. The proposed layout does not appear to prohibit future utility extension to service adjacent areas in the future.

Plat

14. Provide a 50' half ROW where adjacent to North Diamond Lake Road.
15. The lot numbering system used throughout the plans conflicts with the lot numbering provided in the preliminary plat. Revise to be consistent throughout the documents and include both lot and block numbering.
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Erosion Control/SWPPP

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22. Rock construction entrance meeting the standard detail plate will be required.
23. Ensure all run off in disturbed areas is captured and treated by perimeter control.
24. Provide stabilized flow path or graded channel with appropriate erosion control from the Pond #2 Outlet to the edge of waterbody.
25. Provide double row of silt fence along edge of wetlands downstream of land disturbance.

Transportation

26. Soil borings and recommendations from a geotechnical engineer will be required as a part of a final plat submittal. Due to poor soils encountered during rehab work along Thicket Lane, a minimum of 18" of class 5 aggregate will be required with the current bituminous configuration.
27. Ensure a 30 MPH design speed is met including horizontal and vertical curves. Grade breaks will not be allowed, vertical curves must be used.

Site Plans

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43. Draintile to be provided 50’ in each direction of low points. Draintile outlet to be daylighted to proposed ditches and include a rodent guard.
44. Provide casting types as a part of the structure label or structure table.
45. Provide a 20’ minimum D and U easement along the downstream discharge point of Pond #2 swale to the wetland or extend pipe to wetland edge.
46. Show time of concentration flow paths used for HydroCAD modeling. Flowpath that results in the longest time of concentration must be selected.
47. EX-01 has a TC of 18.5 minutes while PR-02 shows similar time of concentration of 18.1 minutes but is much smaller justify the time of concentration or modify time of concentrations to be shown in accordance with the used flow path.
48. CBMH A2 to FES A1 shows a slope of 6.61. Verify that rip rap is sized accordingly to reduce velocities entering the pond.
49. Pipe run from C2 to C1 is shown to be 423’. Add an additional manhole structure roughly in the center to allow for jetting and other maintenance in the future. Additional structure to be outside of wheel path of proposed roadway.
50. Sumps shall be added at last upstream catch basin or storm manhole near to the road.

51. Provide information on if any impervious surfaces from L1B1 to L3B1 will be routed into the BMP's.
52. Current plans show no abstraction volume being provided. Provide abstraction volume equal to 1.1" times the new impervious surface in accordance with ECWMC rules.

Other Comments

53. Specific building and lot grading information is not provided as a part of this submittal. The proposed sites shall meet all of the requirements set forth in the building permit process and will be reviewed at that time.

End of Comments

HENNEPIN COUNTY
MINNESOTA

February 27, 2025

Jon Sevald
Community Development Director
12260 South Diamond Lake Road
Dayton, MN 55327

Re: Preliminary Plat Review – Schany development (Received 1/30/2025)
County State Aid Highway (CSAH) 144 (North Diamond Lake Road)
Hennepin County Plat Review ID #4108 (Reviewed 2/4/2025)

Mr. Sevald:

Please consider the following county staff comments for the preliminary plat of the Schany property (PID 0712022320005).

Access: We support the current proposed access to County State Aid Highway (CSAH) 144. However, our preference is to align future access for this property with Xanthus Lane, which may be possible with future development east of this property. We recommend the plat include street easements along a future alignment through Schany development to set expectation for this future connection. Please continue to work with county design staff regarding CSAH 144 westbound shoulder widening and strengthening east of the development access.

Right-of-way: County staff request right-of-way dedication adjacent to CSAH 144 to create a 50-foot half right-of-way to accommodate potential future multi-modal, drainage, and utility needs.

Storm Water / Drainage: The existing drainage patterns shall not be altered unless approved by Hennepin County. Watershed District approval and drainage calculations are required if the work alters existing drainage patterns. Post-construction flow rates entering Hennepin County's drainage system, overland or through pipes, shall not exceed pre-construction rates for the two, 10 and 100-year events.

Permits: Please inform the developer that all construction within county right of way requires an approved Hennepin County permit prior to beginning construction. This includes, but is not limited to, driveway and street access, drainage and utility construction, trail development, and landscaping. *Contact: Doug Heidemann, Permits Coordinator at 612-596-0336 or douglas.heidemann@hennepin.us*

Please contact Chad Ellos at chad.ellos@hennepin.us or 612-596-0395 for any further discussion.

Sincerely,

Carla Stueve, PE
County Highway Engineer

Hennepin County Transportation Project Delivery
Public Works Facility, 1600 Prairie Drive, Medina, MN 55340

ITEM:

Discussion of Easement Across 14651, 14661, and 14681 Lawndale Lane North

PREPARED BY:

Zach Doud, City Administrator
Amy Schmidt, City Attorney

POLICY DECISION / ACTION TO BE CONSIDERED:

Provide Direction to Staff and Attorney on how to proceed with this Easement

BACKGROUND:

In 2004, the City was granted an easement over the properties located at 14651, 14661, and 14681 Lawndale Lane North. The easement was a "perpetual easement for public roadway, drainage, utility, and other appurtenant purposes" in this location. The owners who granted that easement were Randy and Tami Duke, who owned the parcels at 14651 and 14661 Lawndale Lane North; and Bruce and Kathy Bennett, who owned the parcel at 1481 Lawndale Lane North. Each grantor granted 30 feet from their respective parcels to create the easement area. As written in the easement, the Dukes and the Bennetts were collectively, one "Grantor" of the easement.

These properties are currently owned as follows:

Address	PID	Owner
14651 Lawndale Lane North	0712022140007	Randy Duke
14661 Lawndale Lane North	0712022140003	Jason Duke
14681 Lawndale Lane North	0712022140005	Michael Jacobson and Hailee Quilling Jacobson

Each current owner assumed the rights and obligations of the original grantors, as outlined in the easement.

The easement allows "the Grantor" to construct a public roadway in the City's easement. The easement provides that the improvements that the Grantor could install "may include, but are not limited to, expansion of the roadway to 12-foot-wide bituminous surface with a five (5) ton standard, construction of two (2) foot gravel shoulders, and necessary grading for drainage." Such improvements were required to meet City standards and were subject to plan approval by the City. The Grantor—not the city—is responsible for all costs related to the construction, maintenance, and upgrading of any improvements placed within the easement premises.

In 2004, Jason Duke constructed improvements within the southerly 30 feet of the easement premises and uses this to access the 14661 Lawndale parcel. The improvements there

commence at Lawndale Lane North and extend westerly across the southerly 30 feet of the easement premises to a connected driveway to the house on the 14661 Lawndale parcel but does not extend to the western parcel boundary. The city has never opened the easement premises as a public street on the city street maps and has never engaged in any maintenance of the easement premises for the benefit of the public.

TQ Farms of Dayton LLC is the owner of a 20-acre parcel that is west of and immediately adjacent to the 14681 Lawndale parcel. On January 14, 2025, the City Council reviewed a concept plan for the proposed development of the 20-acre parcel. Because the 20-acre parcel is landlocked, the concept plan proposes access from Lawndale Lane North to the TQ Farms Parcel via the easement premises via an additional recorded access and utility easement over the 14681 Lawndale parcel. TQ Farms has submitted a building permit application to the city to proceed with the proposed development. However, because the roadway improvements placed in the easement premises do not extend the full length of the easement to the additional easement, TQ Farms requires City approval of plans to alter the existing roadway improvements.

Based on the historic limited use of the roadway improvements placed in the easement premises, and the fact that the City has never taken any action to open the easement premises as a public street, City Staff is seeking direction from the City Council as to how to proceed with the review of any plans that may be submitted for alterations to the existing roadway improvements.

RELATIONSHIP TO COUNCIL GOALS:

Encourage Diversity and Manage Thoughtful Development

RECOMMENDATION:

Staff recommends giving direction specifically on the below two items:

1. Direct City Staff regarding the review of plans for potential alterations to the roadway improvements currently in the easement premises.
2. If the Council directs that the easement be vacated, the City Council should vote to call for a public hearing on the vacation of the easement.

ATTACHMENT(S):

None

ITEM:
The Parkway Neighborhood – Phase 2

APLICANT/PRESENTERS:
Michale Elzufon, WME Real Estate Holdings
Ben Delwiche, Kass Wilson Architects

PREPARED BY:
Jon Sevald, Community Development Director

BACKGROUND/OVERVIEW:
The Parkway Neighborhood is a multi-family development located at the southwest corner of I-94 and Dayton Parkway. The project will be completed in three phases. The Final Plat of Phase 1 was approved in March 2025.

Phase 1 180-unit apartments
Phase 2 273-unit apartments & townhomes
Phase 3 TBD

Phase 2 includes:

		Studio	1 bed	1+ bed	2 bed	3 bed	TOTAL
8b	Lot 1, Block 1	0	0	0	28	12	40
8c	Lot 1, Block 2	0	25	4	22	0	51
8a	Lot 2, Block 2	20	74	20	70	0	182
		20 (7%)	**99 (36%)**	**24 (9%)**	**120 (44%)**	**12 (4%)**	**273**

CRITICAL ISSUES:

PUD deviations

1. **Parking**. Overall parking exceeds required number of stalls, but is -32 garage stalls for Lot 2, Block 2 (SE apartments), and -54 surface stalls for Lot 1, Block 2 (NE apartments). Stall width is 9’ whereas 10’ is required. Parking deviations were approved as part of Phase 1.

2. **Building Setbacks**. 20’ front yard setback is required, whereas 3’ is proposed (Club House), and 5’+ (apartment buildings).

PUD public benefits

Floodplain and wetland mitigation is concentrated in Outlot A, which expands the open space Greenway Corridor.

The City will take ownership of Outlot A and will maintain public stormwater ponds.

Parks & Trails

Three Rivers Park District will construct a regional trail along Outlot A and the street. The Parkway Neighborhood will likely be

home to over 1,000 residents. Neither Dayton nor Maple Grove have plans for a park to serve this area. Consideration should be given how a Neighborhood Park can be accommodated in Outlot A (floodplain). This should be addressed during Phase 3 (if not sooner).

ANALYSIS

Comprehensive Plan: Mixed Use, 60/40% residential/non-residential, 12-20 unit density. Greenway Overlay.[1]

Phase 2 is 100% residential, 19 units per acre density (excluding Outlot A and right-of-way).

The Greenway Overlay requires a Conservation PUD. The PUD was addressed during the Preliminary Plat of Phase 1. Almost all trees on Phase 2 will be removed. Wetland and floodplain mitigation will be concentrated in Outlot A, creating a larger open space area ("greenway"). Three Rivers Park District will construct a regional trail along the greenway corridor. Trail construction is not in the District's 5-year CIP (2025-2029), meaning the trail would be built in 2030 at the earliest.

Zoning: GMU-5 Southwest Mixed-Use, requiring a PUD.[2] Permitted Uses include multi-family, minimum density of 12 units per acre, and minimum 3-stories.[3]

Proposed: 19-unit density, and 2-3 stories.

Site Design: Site design is consistent with the City Code standards, including building orientation and impervious surface coverage.[4]

Minimum building setback is 20' whereas 3' is proposed.

Building Design:[5] Architecture is consistent with City Code standards. The dominate material is cement board.

Landscaping:[6]

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1 2040 Comprehensive Plan, page 5.23; Natural Resources; …*"The Natural Resource Chapter indicates the ecologically significant areas that require protection and the areas that will be conserved as development occurs are shown on the Land Use map as the Greenway Corridor. Where possible, the City seeks to connect new development areas to the natural resources to better connect residents to nature."*…

2 City Code 1001.10, Subd 5(3); (Planned Unit Development required)

3 City Code 1001.065

4 City Code 1001.065, Subd 5(6) (Site Design). Maximum 80% impervious surfaces permitted, whereas 46-71% is proposed.

5 City Code 1001.065, Subd 5(8) (Building Design Requirements).

6 City Code 1001.24, Subd 4(3); Landscaping requirements in multifamily residential….)

	Block 1		Block 2	
	Req	Prop	Req	Prop
One over-story tree per 3,000 square feet of open area.	16	16	23	23
One ornamental tree per 1,500 square feet of open space.	32	32	47	47
One evergreen tree per 3,000 square feet of open area.	16	16	23	23
One deciduous or evergreen shrub per 100 square feet of open area.	474		703	

Shrubs are not identified in the landscape plan. The Resolution requires the plan to be revised prior to Final Plat approval.

Parking:[7] [8]

	Garage		Surface	
	Req	**Proposed**	**Req**	**Proposed**
Lot 1, Block 1	80	80	120	66
Lot 1, Block 2	43	80	52	96
Lot 2, Block 2	182	150	218	221
TOTAL	**265**	**310**	**390**	**413**

The townhomes (Lot 1, Block 1) include 2-car garages and 2 surface parking spaces per unit, whereas City Code requires 2.5 surfaces spaces per unit.[9] The Planning Commission commented that on-street parking can accommodate guest parking.

The Club House includes a 2-car garage and 24 parking stalls.

Total parking required is 655, whereas, 723 is proposed (excluding Club House).

Surface stalls are 9' X 20', or 9' X 18' with an overhang. Required stall width is 10'. 9' widths were an accepted PUD deviation.

60/120-DAY RULE (IF APPLICABLE):

	60-Days	120-Days
Feb 3, 2025	-	Jun 3, 2025

RELATIONSHIP TO COUNCIL GOALS:

Build and Maintain Quality Infrastructure

- Address public facilities to meet city's growth and needs

Encourage Diversity and Manage Thoughtful Development

- Create a variety of housing options

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7 City Code 1001.19, Subd 7(2)(j)(1)(b); *Townhouses. Each dwelling unit shall include 2 enclosed spaces and 2 surfaced spaces, plus an additional 1/2 parking space per dwelling unit for visitors. Visitor parking may be consolidated in key areas of the townhouse development or it may be located in driveways leading to garages, provided that the visitor parking space will not interfere with circulation.*

8 City Code 1001.19, Subd 7(2)(j)(1)(c); *Multiple-family dwellings. Two spaces per dwelling unit, 1 of which must be enclosed, plus an additional 1/2 parking space per every 5 dwelling units for visitors.*

9 City Code 10001.19, Subd 7(2)(e)(3)(j); *Joint Parking Facilities; Required Minimum Parking.*

- Encourage healthy lifespan of both residential and commercial operations

Maintain and Enhance the Natural and Rural Community Connection

- Facilitate an interconnected trail system
- Provide and enhance public recreation space

Foster a Safe and Welcoming Community

- Create accessible and inclusive parks & facilities

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommended Approval at its April 3, 2025 meeting. The Commission discussed deviations in parking stalls (street can accommodate guest parking), snow storage, and the attractiveness of the architecture.

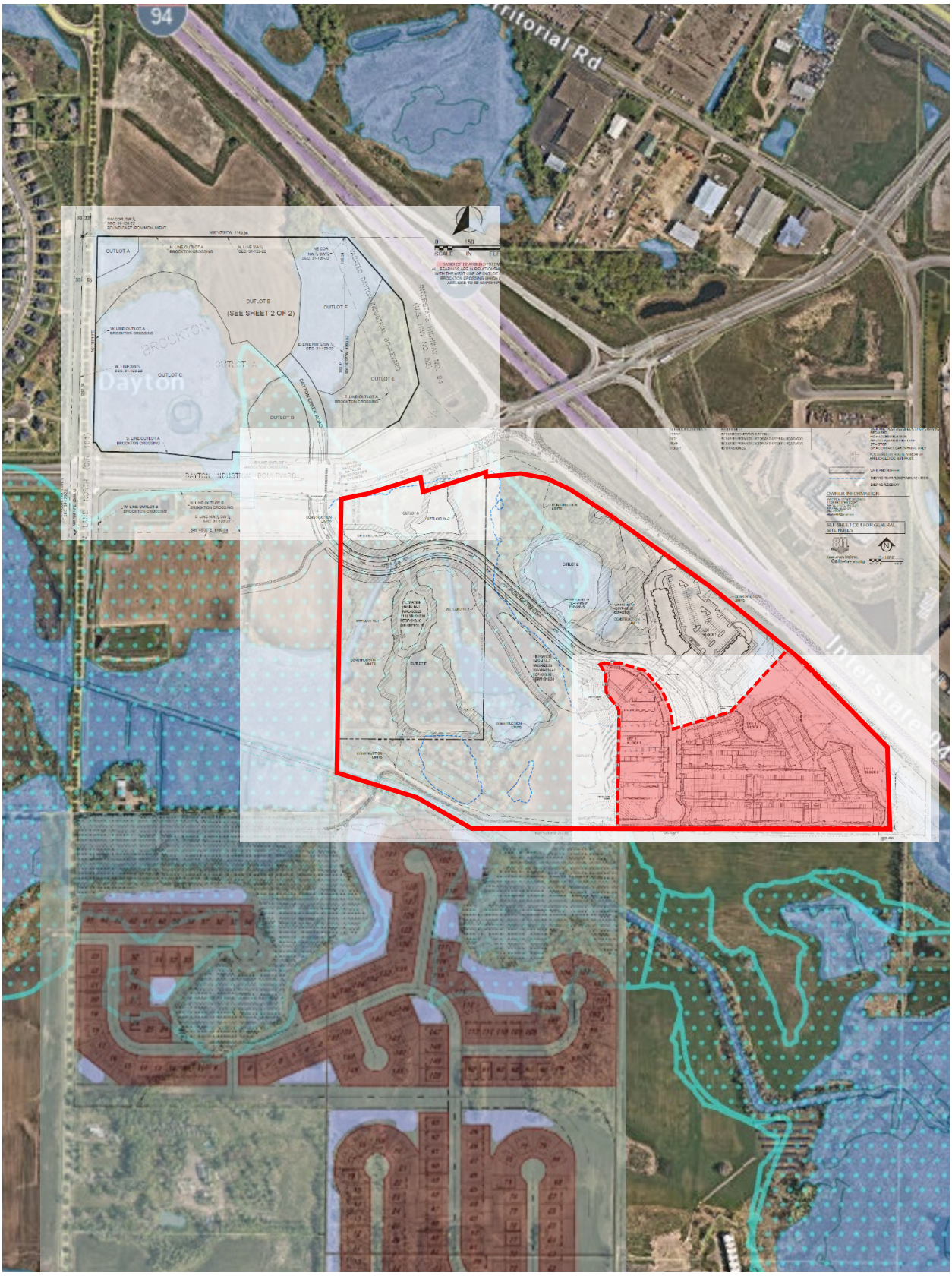
RECOMMENDATION:

Staff recommends Approval.

ATTACHMENT(S):

Aerial Photo
Public Hearing Notice Map
Resolution
Engineering Review, April 3, 2025
Plan Set

AERIAL PHOTO



RESOLUTION No. 21-2025

CITY OF DAYTON
COUNTIES OF HENNEPIN AND WRIGHT
STATE OF MINNESOTA

A RESOLUTION APPROVING THE PRELIMINARY PLAT OF THE PARKWAY NEIGHBORHOOD PHASE TWO, SITE PLAN REVIEW

WHEREAS, WME Real Estate Holdings, LLC (Applicant) has applied for Approval of a Preliminary Plat and Site Plan Review of The Parkway Neighborhood Phase 2, consisting of three lots and one outlot; and,

WHEREAS, the unaddressed property is generally located at the southeast intersection of Interstate 94 and Dayton Parkway, and is legally described as"

PID: __-___-__-__-____

OUTLOT C and OUTLOT D, THE PARKWAY NEIGHBORHOOD

WHEREAS, the Planning Commission held a Public Hearing on April 3, 2025; and,

CONSERVATION PLANNED UNIT DEVELOPMENT

WHEREAS, the purpose of a Planned Unit Development (PUD) is to encourage a more creative and efficient development of land and its improvements through the preservation of natural features and amenities than is possible under the more restrictive application of zoning requirements; and,

WHEREAS, the City may approve the PUD only if it finds that the development satisfies all of the following standards (City Code 1001.10, Subd 3) (**Findings of Fact** *in italics*):

a. The Planned Unit Development is consistent with the Comprehensive Plan of the City.

   The 2040 Comprehensive Plan guides the project area as Mixed Use and Greenway Overlay. Mixed Use is intended for 60/40% residential/commercial use. Residential density is intended to be 12-20 units per net acre.

   FINDING: *The Parkway Neighborhood Phase 2 is 100% residential and 0% commercial. Residential net density is:*

   Lot 1, Block 1 *11.4 dwelling units per acre*

Lot 1, Block 2	*13.2 dwelling units per acre*
Lot 2, Block 2	*27.8 dwelling units per acre*
Total	*19.4 dwelling units per acre*

The following relates to the Greenway Overlay:

Land Use:
Paraphrased (page 5.16); the city will assure that development within the greenway corridor will conserve high quality natural resources, such as significant tree stands through conservation easements.

FINDING: *The Tree Preservation Plan, dated September 11, 2024, was approved as part of the Preliminary Plat of The Parkway Neighborhood (Resolution 65-2024). As it relates to The Parkway Neighborhood Phase 2, 14 trees shall remain, generally along the wet land on Lots 1 and 2, Block 2. Tree protection fencing shall be provided.*

Paraphrased (page 5.26); development within the Greenway Overlay Corridor, shall be through a Conservation PUD.

Natural Resources Goal 3:
Conserve rural vistas, viewsheds, open spaces, wetlands and other environmental features and reduce the impacts of future growth and development activities:

Policy 5 Promote the use of plant species native to Hennepin County and/or central Minnesota in landscape plans to help enhance habitat value. This is especially relevant for properties within greenway corridors or adjacent to high quality natural areas.

Natural Resources Goal 4:
Continue to conserve greenways that link unique or ecologically significant natural areas.

Policy 2: Continue to follow the Greenway Corridor Plan that identifies key links and establish greenways that residents can utilize and enjoy as property is developed.

b. The Planned Unit Development is an effective and unified treatment of the development possibilities on the project site and the development plan provides for the preservation or creation of unique amenities such as natural streams, stream banks, wooded cover, rough terrain, manmade landforms or landscaping and similar areas.

c. The Planned Unit Development can be planned and developed to harmonize with any existing or proposed development in the areas surrounding the project site. The development plan shall not have a detrimental effect upon the neighborhood or area in which it is proposed to be located.

d. The Planned Unit Development provides transitions in land use in keeping with the character of adjacent land use and provides variety in the organization of site elements and building design.

e. The tract under consideration is under single ownership or control.

f. Public benefits shall be included in each development and considered as part of the review of the overall Planned Unit Development and as an opportunity to support any deviations from the primary zoning ordinance provisions and performance standards. Public benefits, that may be considered, include but are not limited, to the following:

    1. Preservation or creation of increased public or private open space (above what is excluded in net calculation).
    2. Increased park land dedication beyond the required park dedication amount when land is required by the ordinance.
    3. Expansion of existing open space or open space corridors and/or linking open space corridors beyond borders of the site.
    4. Preservation of existing natural resources, the sites natural topography, existing buffers and woodlands (as may be mapped as the greenway corridor on the land use plan) beyond minimum required by ordinance.
    5. Site amenities: private parks, enhanced pedestrian scale and decorative street lighting, tot lots, trails (above what is required by ordinance), recreational facilities, community center, pools or other on-site amenities which serve the entire development.

6. Stormwater re-use system for common area and individual lots irrigation system.
7. Multiple development wide enhanced entry features including the following elements: monument signage with decorative lighting, water feature and enhanced entry landscaping surrounding the monument.

g. The Planned Unit Development will not create an excessive burden on parks, schools, streets, or other facilities and utilities that serve or are proposed to serve the Planned Unit Development.

FINDING: *The Preliminary Plat of The Parkway Neighborhood Phase 2 is consistent with the approved Conservation PUD of The Parkway Neighborhood (Resolution 65-2024). A Wetland Conservation Act (WCA) Replacement Plan was approved by the MN Board of Water and Soil Resources on March 11, 2025.*

Public benefits include creation/expansion of wetlands/floodplain creating a larger viewshed (this is not above what is required). There will be no parkland dedication (Final Plat, Resolution 18-2025).

Site amenities include a private Club House and swimming pool on Lot 1, Block 1.

Estimated Household Population:

	Units	Age 0-4	Age 5-17	Age 18+	TOTAL
Phase 1	180	19	38	266	323
Phase 2	273	31	57	404	590
Phase 3	TBD	TBD	TBD	TBD	TBD
TOTAL	453	50	95	670	913

Extrapolated from US Census, American Community Survey, 2022

A population of 913 = need for 0.8 acres of parkland (extrapolated from 2024 National Recreation and Park Association Agency Performance Review, Figure 1: Number of Residents per park, Median for cities less than 20,000 population).

The project is not within close proximity to Dayton parks. The nearest public park is Laurel Creek Park (City of Rogers), 1 mile. The nearest Dayton Park is Sundance Woods Park, 3 miles.

Recreation will be dependent upon private on-site facilities (none are proposed).

The project is within the Osseo School District #279 (Fernbrook Elementary, Osseo Middle, Maple Grove Senior High schools). The project will not create an excessive burden on streets and utilities.

The project will create an acceptable burden on public facilities.

WHEREAS, City Code 1002.15 provides criteria for Conservation PUD's with the Greenway Corridor, including a hierarchy of protection standards (most important, more important, important). Conservation PUD's allow for deviations from City Code requirements. Such deviations are defined elsewhere in this Resolution. Findings;

FINDING: *Environmental protection standards were considered as part of the completion of an Environmental Assessment Worksheet (EAW) in September, 2024.*

The project is within a Natural Resource corridor which includes portions of Lots 1 and 2, Block 2, and Outlot A. The project will impact the Natural Resource Corridor, including fill and mitigation of wetlands for Outlot A, and the clearing of existing woodlands. The mitigated wetland and floodplain area will shift the Natural Resource Corridor providing a concentrated corridor along Rush Creek.

The Minnesota Landcover Classification System (MLCCS) classifies portions of the project area as Good, Moderate, and Altered Non-Native Plant Community (other non-farmed areas).

NOW, THEREFORE, BE IT RESOLVED, the City Council considered the applications at its April 22, 2025 meeting. In consideration of the application, Staff Report, Public Testimony, and Planning Commission recommendation, the City Council APPROVES the following deviations from the City Code:

1. Permitted, Conditional, and Interim uses, and design standards shall comply with the GMU-5 zoning district, unless otherwise stated by this and subsequent resolutions.

2. Public Benefits shall be considered as part of the review, and as an opportunity to support any deviations from the GMU-5 and other zoning performance standards. Public Benefits include:

a. Architectural standards and character exceed the minimum required in the GMU-5 district.

3. Permitted deviations from the GMU-5 zoning district and other zoning performance standards include:

a. Reduction in surface parking on Lot 1, Block 1, from 120 stalls to 66 stalls, and reduction in surface parking stall dimensions from 10' X 20' to 9' X 20' (9"X18' w/ overhang).
b. Reduced building setback from 20' to 5' (apartment buildings) and 3' (Club House).

PRELIMINARY PLAT

WHEREAS, in consideration of the application, the Staff Report, public testimony, and consistent with City Code 1002.05, Subd 1(2)(f)(4) (Planning Commission Action), the Planning Commission recommended APPROVAL with the following **Findings**;

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

NOW, THEREFORE, BE IT RESOLVED, the City Council considered the applications at its April 22, 2025 meeting. In consideration of the application, Staff Report,

Public Testimony, and Planning Commission recommendation, the City Council APPROVES the Preliminary Plat with the following conditions:

4. Plans shall be revised to comply with the City Engineer's letter, dated April 3, 2025, and resubmitted for review prior to Final Plat approval.

5. The Development Agreement will include a requirement that the first building construction project (Dayton Creek Addition or Parkway Neighborhood) will construct the emergency access off of 111th Ave (southwest cul-de-sac) in Dayton Creek Addition.

6. The Applicant shall submit the Final Plat within one year of Preliminary Plat Approval, or this Approval shall be void.

SITE PLAN AND BUILDING PLAN

WHEREAS, City Code 1001.25, Subd 3 requires a Final Site and Building Plan to be approved by the City Council prior to the issuance of any permits for new development or building construction/expansion in any non-residential zoning district. The Parkway Neighborhood is a new development subject to a Final Site Plan and Building Plan; and,

NOW, THEREFORE, BE IT RESOLVED, that the City of Dayton City Council Approves the Site Plan and Building Plan with the following conditions:

7. Lot 1, Block 1, The Parkway Neighborhood building design and materials shall be consistent with Architectural plans, dated October 31, 2023, and Site Plans dated January 31, 2025.
8. The Landscape Plan, dated Feb 3, 2025, shall be amended to revised to comply with plating requirements (# of shrubs), prior to Final Plat approval.

Adopted this 22nd day of April 2025, by the City of Dayton.

_____
Mayor, Dennis Fisher

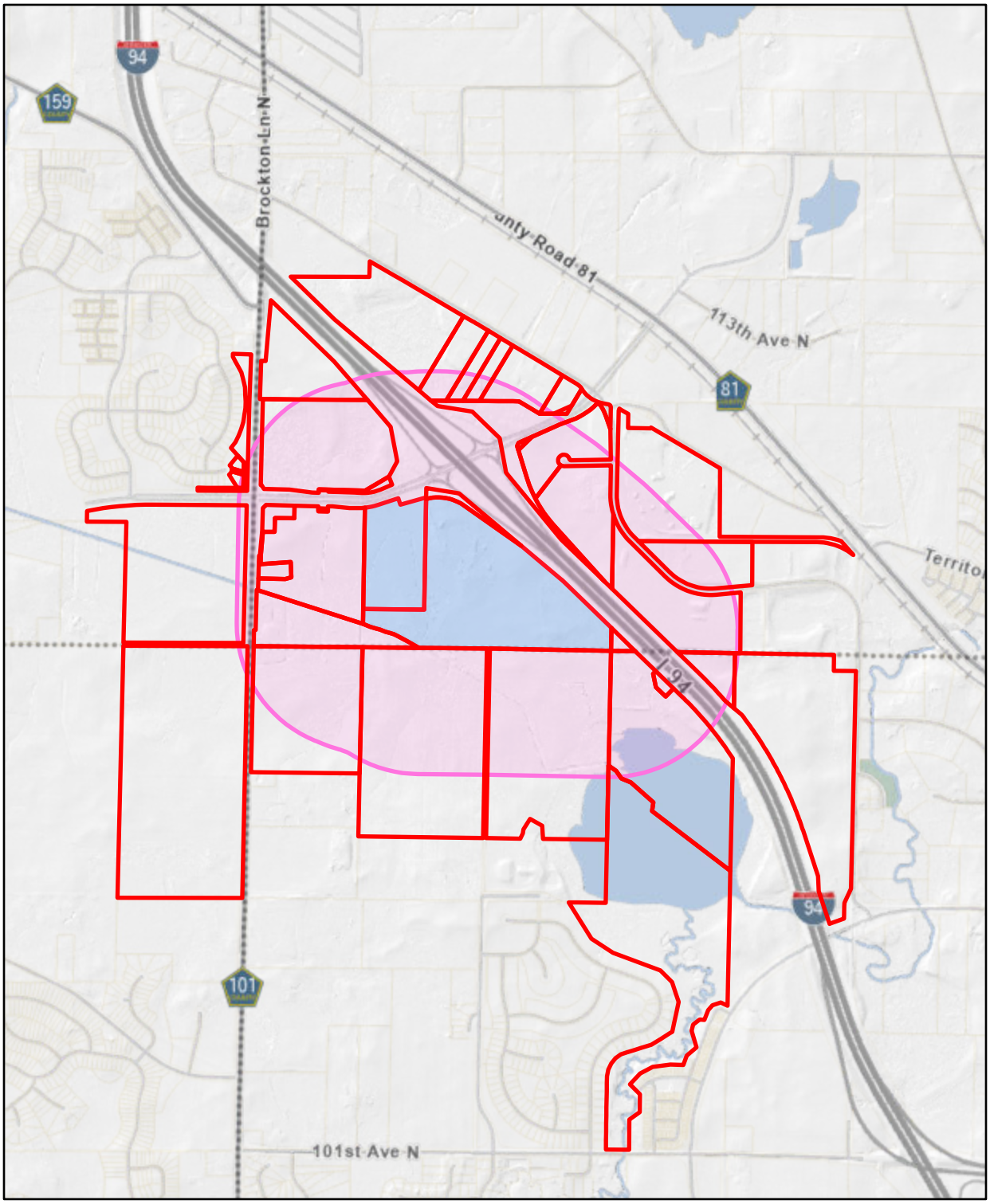
ATTEST

_____
City Clerk, Amy Benting

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

Hennepin County Locate & Notify Map

Date: 3/21/2025



Buffer Size: 1320

Map Comments:

0 385770 1,540 Feet

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

For more information, contact Hennepin County GIS Office
300 6th Street South, Minneapolis, MN 55487 / gis.info@hennepin.us

Stantec

Memo

To:	Jon Sevald	From:	Jason Quisberg, Engineering Nick Findley, Engineering Ben Otto, Engineering
Project:	Parkway Neighborhood Phase 2	Date:	04/03/2025

Exhibits:

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

1. The Parkway Townhomes – Phase 2 Plans by Civil Site Group dated 2/3/25.
2. The Parkway Townhomes Preliminary Plat by Civil Site Group dated 1/31/25.
3. The Parkway Neighborhood Stormwater Management Report by Civil Site Group dated 2/3/25.
4. The Parkway Neighborhood Phase II Architectural Drawings by Kaas Wilson Architects dated 3/3/2025.

Comments:

General

1. Consistent with the review process, a comment response letter shall be provided in response to the following comments provided in this Memorandum in which the applicant provides a written response to each item.
2. In addition to engineering related comments per these plans, the proposed plans are subject to addition planning, zoning, land-use, and other applicable codes of the City of Dayton.
3. Final approval by the Elm Creek Watershed Management Commission must be attained before any site grading or activity may commence.
4. For any site activity (demo, grading, utilities, etc.) no closures or restrictions of any kind shall be imposed upon the public use of the proposed public street without the City's permission. Should any lane restrictions be necessary, the Contractor shall notify the City at least 48 hours in advance and provide a Traffic Control Plan.
5. Any underlying easements no longer necessary must be vacated.
6. The architectural plans vary from the proposed civil plansheets. This includes parking lots, building layouts, and other items. Revise to ensure architectural and civil are consistent with one another.
7. Publicly and privately maintained facilities (streets, utilities, detention ponds, etc.) will need to be identified clearly, including maintenance responsibilities (City, HOA, etc.).
8. There are multiple instances of items shown as completed as a part of Phase 1 that are not included in the Phase 1 drawings. Examples of this include stormsewer alignment/manhole locations (Phase 1 street and Phase 2 site), watermain service and hydrant locations, and sanitary sewer stub locations. All discrepancies between Phase 1 and Phase 2 shall be rectified with the work accounted for by the appropriate phase.

9. A Geotechnical report is referenced in the plans and listed as on file at the office of the engineer in the Stormwater Report. Please provide for reference.
10. Include the most recent detail plates, coordinate with engineer.

Plat

11. Easements are not located over public utilities. Provide a 20’ easement on center of all proposed sanitary sewer and water utilities.
12. Provide a 20' easement on center of all proposed storm sewer taking public drainage (city streets). This easement is to run from the location of the public water entering the system to the ponding location.
13. Easement is required over the trail shown running along the western edge of the proposed site. This easement is to include rights for access and maintenance of the trail.
14. Drainage and utility easement is to cover the highwater level and buffers of the wetland (whichever is greater).

Wetlands

15. Provide wetland buffer signage locations on plans at each property line and angle change per standard detail plates.
16. Wetland buffers appear to vary from what was proposed as a part of Phase 1. Provide a revised wetland buffer figure showing averaging is still met.

Erosion Control/SWPPP

17. Interim stormwater management plan shall be show for mass grading conditions of the site. Sediment basins and temporary ditch/swale systems may need to be installed.
18. The SWPPP authors certification expires this spring, ensure recertification is obtained or a properly authorized individual signs the plan. The plans need to be updated appropriately prior to construction.

Site Plans

19. Trail proposed along the western edge of the proposed site is to meet Three Rivers Park District standards previously provided.
    a. Including 2’ shoulders along the trail.
    b. A clear zone of 3’ minimum from both sides of the trail
    c. Grading meeting the requirements laid out within the document including a maximum of 5% vertical slope and side slope requirements.
20. Provide stop signs at all proposed entrances for traffic exiting the proposed site.
21. Call out commercial driveway entrances for all proposed accesses including the appropriate standard detail.
22. Provide no parking signage along the portions of the proposed sites without defined parking spaces. An example of this is along the pedestrian entrances shown on the south side of the Cove Building Type I shown in Lot 1 Block 2.
23. Parking stalls are shown out of compliance with the City of Dayton Code. Revise to ensure that the width and length indicated in the code are maintained.

24. A fence may be required along the retaining wall listed as by others located near the proposed pool depending on final height of retaining wall and pool safety fence requirements of the City Code.
25. Ensure sidewalk crossings at the proposed driveways are in ADA compliance. Provide truncated domes for the pedestrian ramps along the eastern side of the proposed roadway.

Grading /Stormwater

26. There are multiple instances of grading not tying in. An example of this includes multiple locations along the wetland located along the northeastern portion of the site. Ensure all proposed grading ties into existing contours.
27. There are multiple instances of grading exceeding 3:1. We recommend 4:1 slopes for areas to be maintained within the site, slopes shall be 3:1 or greater. Examples of areas exceeding 3:1 are included below.
    a. At the tie into Phase 1 grading near the wetland.
    b. North of the middle entrance on the east side of the city street.
    c. Near the existing hydrant located on the southern property line Lot 2 Block 2.
    d. Near the southeastern edge of the building located in the northeast corner of Lot 2 Block 2.
28. There are multiple areas where drainage appears to not be directed away from proposed structures. Drainage shall not be sent towards buildings. All instances are to be corrected, or additional information provided, examples are included below.
    a. Between the easternmost buildings of Lot 1 Block 2.
    b. The sidewalk along the eastern side of the easternmost "Flats Building Type II" building.
    c. Between the southern "Townhome Type II" building on Lot 1 Block 1 and the off street trail.
29. Valley gutter to be a minimum of 0.5%, this is not maintained for a stretch of curb located in the parking lot of the northeastern building of Lot 2 Block 2.
30. The proposed parking lot between the southernmost and adjacent building to the north of Lot 1 Block 1 appears to trap drainage along the west curb line.
31. Retaining walls over 4' in height are to be designed and signed by a duly licensed and qualified professional engineer.
32. Castings located within driveways are to be surmountable castings to allow for access.
33. Provide rim elevations for all storm sewer structures taking drainage in the grading plan.
34. Provide additional information on ADA access stalls grading. Currently some access aisles show grades in excess of the maximum allowed by ADA. Abrupt changes in grade within the drive aisle to account for ADA slopes will not be allowed.
35. The EOF for the proposed club house parking lot is shown overflowing to the city street. Revise to be sent to the lowland located directly to the west or provide clarification on why it is not feasible.
36. The northern most "Townhome Type II" building located in Lot 1 Block 1 appears to vary in elevation by approximately 3' between the northern and southern garages. This

conflicts with the architectural elevation figures, we recommend evaluating the elevation difference to ensure it is accounted for in the building plans.

37. Provide FFEs for all proposed buildings.
38. Modeling of wetland 3 shall be done to show HWL adjacent to building to ensure freeboard requirements are met. Modeling shall include all offsite drainage areas. Wetland 3 shall be modeled as a pond with storage and natural overflow or pipe shall be included in the model.
39. All City maintained and operated storm sewer shall be RCP. The proposed plans show tying into city maintained storm sewer (RCP) with HDPE. Material type changes are to be made at manholes, transitions mid run will not be allowed.
40. Provide a figure showing measured impervious surface for each lot that is routed to a BMP.
41. Rational method spreadsheet shall be updated to show D.A. labels matching the provided stormsewer sizing map.
42. Storm sewer sizing map shall be updated:
    a. Split out all sub drainage areas for City owned CB's that route through Da76 and DA78 drainage areas.
    b. Revise current map and rational method calculations based on new alignment shown.
    c. Include CB labels on stormsewer sizing drainage map.
43. City owned stormsewer shall have a minimum of 0.5% slope or show velocities greater than 3 fps.
44. Final plat plans must provide profiles for all stormsewer systems.
45. All downspouts shall be stubbed into privately owned storm sewer system or at catch basins.
46. Show all downspout/roof drain locations.
47. Show all curb LP EOF's on plans.
48. The revisions shown to the stormsewer with the Phase 1 plan will be reviewed when revised Phase 1 plans are submitted including the revised necessary stormwater data. This may lead to additional comments for both Phase 1 and Phase 2 plans.
49. Match pipe crowns at manholes where feasible. This will be evaluated further when profiles are provided.
50. Include casting types as a part of the structure label or as a part of a structure table.
51. Provide "protect existing storm sewer" call outs at all locations where tying into existing storm sewer.

<u>Watermain/Sanitary Sewer</u>

52. Profiles for all sanitary sewer and watermain features are to be included in the final plat submittal. Profiles are to show fittings, hydrants, valves, and other applicable data.
53. Multiple gate valves and sanitary manholes are shown within proposed parking spaces. Ensure no parking is allowed in those locations or revise the layout to ensure they are outside of proposed parking areas.

54. It appears the storm sewer, sanitary sewer, and watermain crossings may provide conflicts in portions of the site. Ensure proper separation is maintained throughout the site. This will be reviewed further with the submittal of profiles in final plat.
55. Sanitary sewer services serving more than one unit is to be connected via manhole. Wyes will not be allowed.
56. Reduce the slope for the sanitary sewer pipe run from the connection to existing to the service entering SANMH 302 to eliminate the need for insulation or provide the most cover feasible. The minimum allowable slope is 0.4% in accordance with the 10 State Standards for that size of pipe.
57. Hydrants are to be located at watermain highpoints for flushing.
58. Call out all watermain fittings, including angles.
59. Ensure all water services are upstream of sanitary sewer services, an example of where this is not maintained is the northeastern building in Lot 2, Block 2.
60. Loop the watermain between Lot 1 and 2, Block 2. Provide a gate valve separating the two lots near the property line.

Lighting

61. Lighting is shown to be protected while being located within proposed driveway access. Revise lighting to be outside of proposed driveways and coordinate with spacing discussed as a part of Phase 1 to ensure all driveway entrances have lighting within close proximity.
62. Lighting is shown in the architectural drawings, provide locations within the civil plans for reference. Coordinate location and style with City Staff.

End of Comments

From:	Joe Hogeboom
To:	Jon Sevald
Subject:	The Parkway Neighborhood
Date:	Thursday, March 27, 2025 11:19:12 AM
Attachments:	image001.png image002.png image003.png image004.png

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

Jon,

Maple Grove received the public hearing notice of The Parkway Townhomes – Phase 2. We have a couple of comments to offer:

- We ask that future access be accommodated into the site to the south, owned by the Hindu Society of MN (HSMN), for possible future connections. It appears that this is the case on the map. The HSMN has a master plan which includes the development of the northern portion of its parcel. It may be beneficial to both properties if that area were to be connected in the future. We suggest that your planning staff reach out to the HSMN to discuss your plans, as well as their master plan.
- Our Acting Fire Chief would like to convey that he feels at least two access points should be provided to the development for emergency purposes. Until the Maple Grove side develops, which there are currently no plans to do so, there is only one access point into the Parkway Neighborhood.
- It should be noted that there are no planned parks in Mapel Grove in the vicinity of this development, so we would suggest making sure that the development have its own private amenities (unless Dayton has a planned park in the area).

Please let me know if you have any questions. Best of luck with your project!

Joe

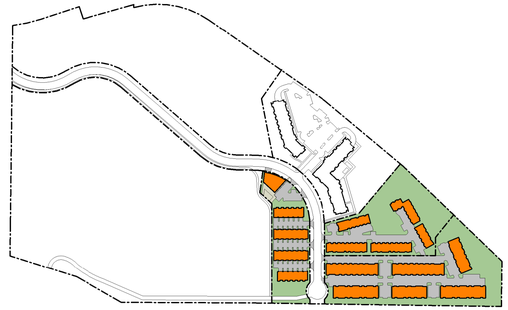
Joe Hogeboom
Community and Economic Development Director

763-494-6045
jhogeboom@maplegrovemn.gov

THE PARKWAY NEIGHBORHOOD PHASE II

01/31/2025

Dayton, Minnesota



THE PARKWAY NEIGHBORHOOD PHASE II DEVELOPMENT DATA:

TOTAL PHASE II DEVELOPMENT SUMMARY:
- 14.02 Acres
- 273 Apartment/Townhome Units
- 310 Covered Parking Stalls
- 417 Surface Parking Stalls

BREAKDOWN BY NEIGHBORHOOD:

LOT 8A - THE FLATS
- 6.53 Acres
- 182 Apartment Units
- 150 Garage Parking Stalls
- 221 Surface Parking Stalls

LOT 8B - THE COVE
- 4.46 Acres
- 51 Units
- 80 Covered Parking Stalls
- 92 Surface Parking Stalls

LOT 8C - TOWNHOMES AND CLUBHOUSE
- 3.03 Acres
- 40 Townhome Units and 2-Story Clubhouse
- 80 Garage Parking Stalls
- 80 Surface Parking Stalls (Townhomes)
- 24 Surface Parking Stalls (Clubhouse)

1 SD Site Plan Drawing
1" = 100'-0"

1 **New Roadway Right-Of-Way**
(3.00 acres)

2 **Future Retail Site**
(2.54 acres)

3 **Regional Trail Right-of-Way**
(1.50 acres)

4 **High Density Residential and/or Hospitality**
(6.38 acres)

5 **Existing Wetland and Natural Area**
(6.08 acres)

6 **Project 1: Parkway Apartments**
(5.81 acres)

7 **Existing Wetland Area**
(3.26 acres)

8a **Phase II: The Flats**
(6.53 acres)

8b **Phase II: The Cove**
(4.46 acres)

8c **Phase II: Townhomes and Clubhouse**
(3.05 acres)

9 **Floodplain Mitigation Area/Park Land**
(13.17 acres)

10 **Existing Wetland and New Stormwater Area**
(13.53 acres)

CLUBHOUSE
2-STORIES
10,000-1400SF

PARKWAY PHASE I APARTMENT BUILDING
4-STORIES
180 APARTMENT UNITS

TOWNHOME TYPE I
2-STORIES
6-UNITS (3BR)
12 PARKING STALLS

TOWNHOME TYPE II
3-STORIES
14-UNITS (2BR)
28 PARKING STALLS

TOWNHOME TYPE II
3-STORIES
14-UNITS (2BR)
28 PARKING STALLS

TOWNHOME TYPE I
2-STORIES
6-UNITS (3BR)
12 PARKING STALLS

COVE BLDG TYPE II
2-STORIES
11 APARTMENT UNITS
13 PARKING STALLS

COVE BLDG TYPE IV
2-STORIES
9 APARTMENT UNITS
17 PARKING STALLS

COVE BLDG TYPE III
2-STORIES
7 APARTMENT UNITS
12 PARKING STALLS

COVE BLDG TYPE I
2-STORIES
12 APARTMENT UNITS
19 PARKING STALLS

COVE BLDG TYPE I
2-STORIES
12 APARTMENT UNITS
19 PARKING STALLS

FLATS BUILDING TYPE 3
3-STORIES
25-UNITS
13 PARKING STALLS

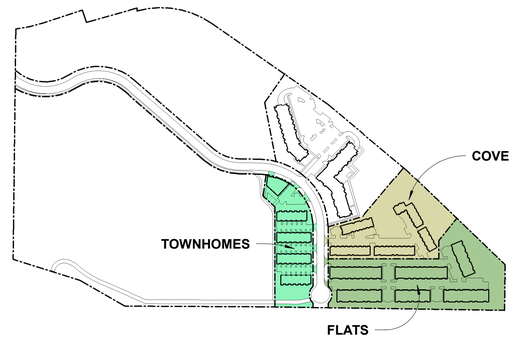
FLATS BUILDING TYPE 2
3-STORIES
36-UNITS
43 PARKING STALLS

FLATS BUILDING TYPE 2
3-STORIES
36-UNITS
43 PARKING STALLS

FLATS BUILDING TYPE 1
3-STORIES
30-UNITS
19 PARKING STALLS

FLATS BUILDING TYPE 3
3-STORIES
25-UNITS
13 PARKING STALLS

FLATS BUILDING TYPE 1
3-STORIES
30-UNITS
19 PARKING STALLS



2 Neighborhood Key Plan
1" = 400'-0"

1 Level 1
1" = 40'-0"

0 80' 160'

PHASE II SITE PLAN

THE PARKWAY NEIGHBORHOOD PHASE II

ARIAL RENDERING

1. NEIGHBORHOOD APPROACH

2. THE COVE

3. THE FLATS

3. THE TOWNHOMES

Unit Mix by Floor

Name	Count	Area	Level	Total Area
Level 1				
Unit A1	2	802 ft²	Level 1	1,604 ft²
Unit A3	2	882 ft²	Level 1	1,764 ft²
Unit B1	4	1,151 ft²	Level 1	4,606 ft²
Unit B2	2	1,340 ft²	Level 1	2,680 ft²
Unit B3	8	1,203 ft²	Level 1	9,624 ft²
Unit S2	4	694 ft²	Level 1	2,775 ft²
	22			23,052 ft²
Level 2				
Unit A1	14	802 ft²	Level 2	11,230 ft²
Unit A2	18	809 ft²	Level 2	14,568 ft²
Unit A3	6	882 ft²	Level 2	5,293 ft²
Unit A4	2	971 ft²	Level 2	1,942 ft²
Unit A5	4	827 ft²	Level 2	3,309 ft²
Unit B1	8	1,151 ft²	Level 2	9,211 ft²
Unit B2	4	1,340 ft²	Level 2	5,359 ft²
Unit B3	16	1,203 ft²	Level 2	19,248 ft²
Unit S2	8	694 ft²	Level 2	5,549 ft²
	80			75,709 ft²
Level 3				
Unit A1	14	802 ft²	Level 3	11,230 ft²
Unit A2	18	809 ft²	Level 3	14,568 ft²
Unit A3	6	882 ft²	Level 3	5,293 ft²
Unit A4	2	971 ft²	Level 3	1,942 ft²
Unit A5	4	827 ft²	Level 3	3,309 ft²
Unit B1	8	1,151 ft²	Level 3	9,211 ft²
Unit B2	4	1,340 ft²	Level 3	5,359 ft²
Unit B3	16	1,203 ft²	Level 3	19,248 ft²
Unit S2	8	694 ft²	Level 3	5,549 ft²
	80			75,709 ft²
Grand total: 182	182			174,471 ft²

Residential Unit Mix Parkway South

Name	Count	Unit Gross Area Main Floor	Net Floor Area	Unit Type
Unit A1	30	802 ft²	749 ft²	1 BR
Unit A2	36	809 ft²	790 ft²	1 BR
Unit A3	14	882 ft²	826 ft²	1 BR + Den +1 BA
Unit A4	4	971 ft²	903 ft²	1 BR + Den +1 BA
Unit A5	8	827 ft²	778 ft²	1 BR
Unit B1	20	1,151 ft²	1,080 ft²	2BR
Unit B2	10	1,340 ft²	1,251 ft²	2BR
Unit B3	40	1,203 ft²	1,143 ft²	2BR
Unit S2	20	694 ft²	638 ft²	0 BR (Studio)
Grand total: 182	182			

Parking Schedule

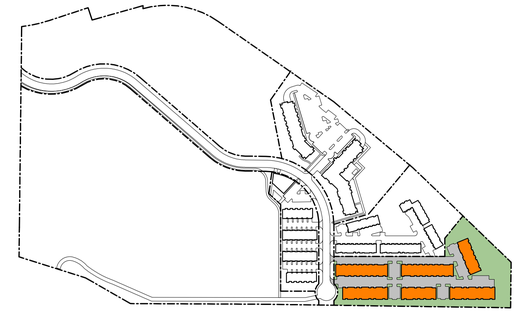
Type	Count
Level 1	
	150
	150

PARKING BREAKDOWN FOR THE FLATS

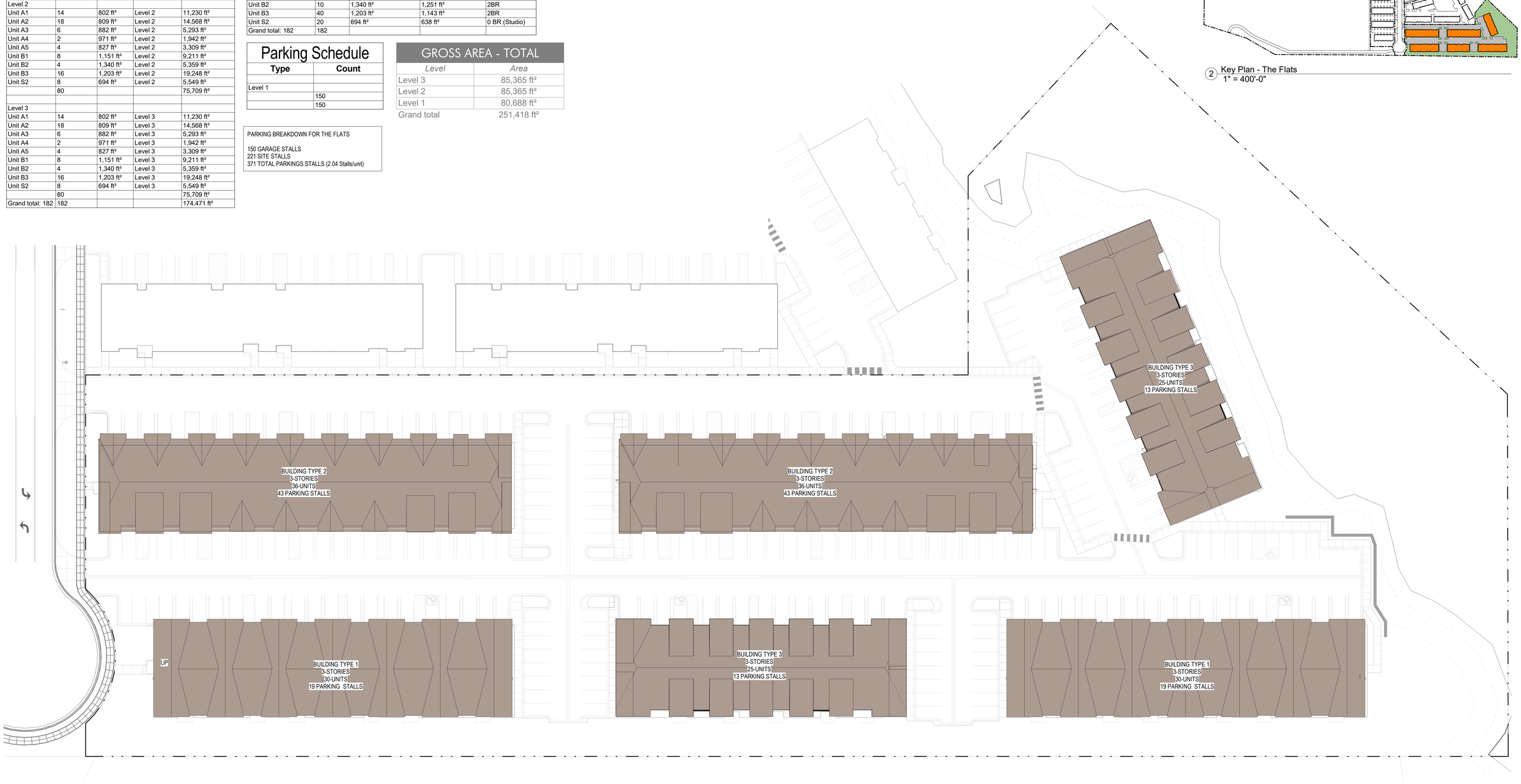
150 GARAGE STALLS
221 SITE STALLS
371 TOTAL PARKINGS STALLS (2.04 Stalls/unit)

GROSS AREA - TOTAL

Level	*Area*
Level 3	85,365 ft²
Level 2	85,365 ft²
Level 1	80,688 ft²
Grand total	251,418 ft²

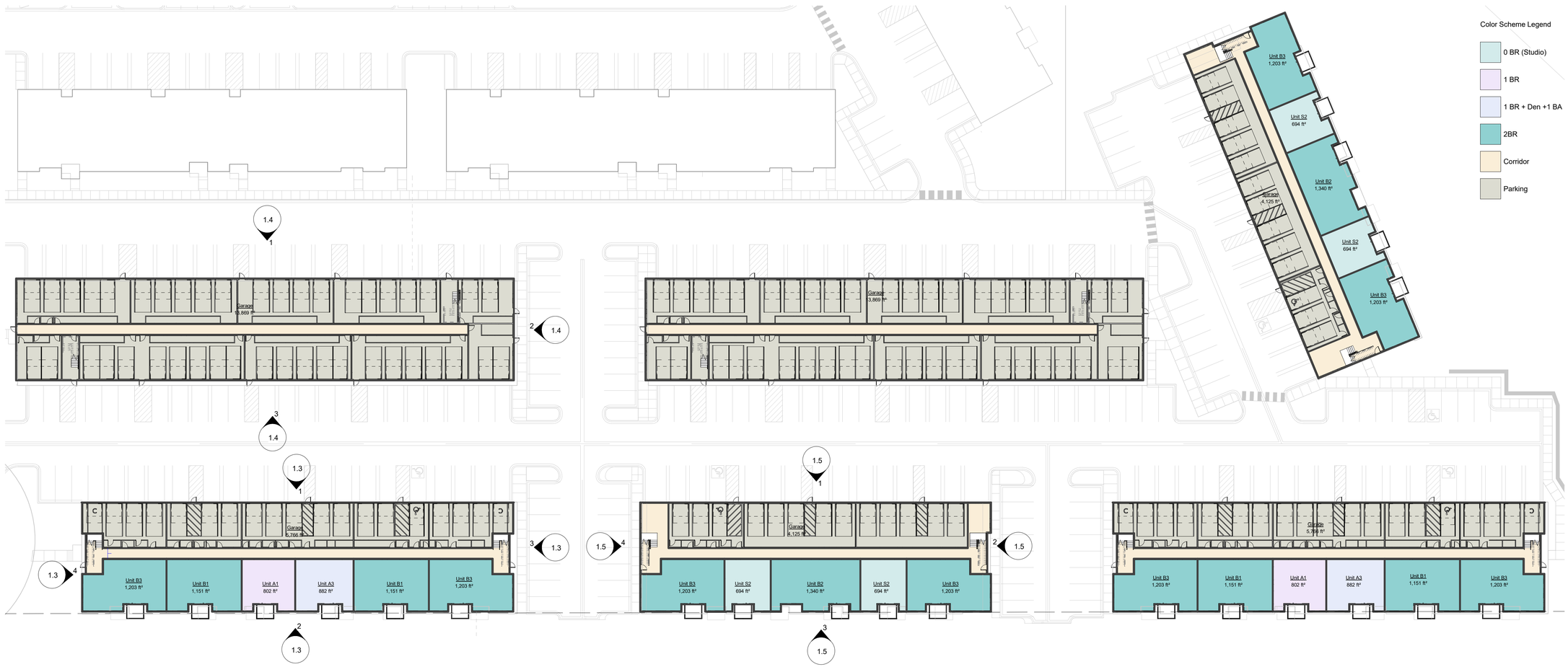


2 Key Plan - The Flats
1" = 400'-0"



1 SD Site Plan
1/32" = 1'-0"

SITE PLAN - THE FLATS



1 Level 1
1" = 30'-0"

0 30' 60'

FLOOR PLANS - LEVEL 1 - THE FLATS

THE PARKWAY NEIGHBORHOOD PHASE II - FLATS

kaas wilson architects

02/03/25

1 Level 2 and 3 Floor Plans
1" = 30'-0"

0 30' 60'

FLOOR PLANS - LEVEL 2&3 - THE FLATS

THE PARKWAY NEIGHBORHOOD PHASE II - FLATS

1 BLDG I - 30 Units - North Elevation
3/32" = 1'-0"

3 BLDG I - 30 Units - East Elevation
3/32" = 1'-0"

4 BLDG I - 30 Units - West Elevation
3/32" = 1'-0"

2 BLDG I - 30 UNITS - South Elevation
3/32" = 1'-0"

EXTERIOR MATERIALS

Material Mark	Description
4.1	Stone Veneer (Charcoal)
5.1	Aluminum Balcony
7.1	Cement Fiber Board - Lap Siding (Charcoal)
7.2	Board and Batten Vertical Siding (White)
7.3	Wood-Tone Lap Siding - Light
7.4	Cement Fiber Board - Trim (Charcoal)
7.5	Asphalt Shingles

1 BLDG III - 36 Units - North Elevation
3/32" = 1'-0"

2 BLDG III - 36 Units - East Elevation
3/32" = 1'-0"

4 BLDG III - 36 Units - West Elevation
3/32" = 1'-0"

3 BLDG III - 36 Units - South Elevation
3/32" = 1'-0"

EXTERIOR MATERIALS

Material Mark	Description
4.1	Stone Veneer (Charcoal)
5.1	Aluminum Balcony
7.1	Cement Fiber Board - Lap Siding (Charcoal)
7.2	Board and Batten Vertical Siding (White)
7.3	Wood-Tone Lap Siding - Light
7.4	Cement Fiber Board - Trim (Charcoal)
7.5	Asphalt Shingles

1 BLDG II - 25 Units - North Elevation
3/32" = 1'-0"

EXTERIOR MATERIALS

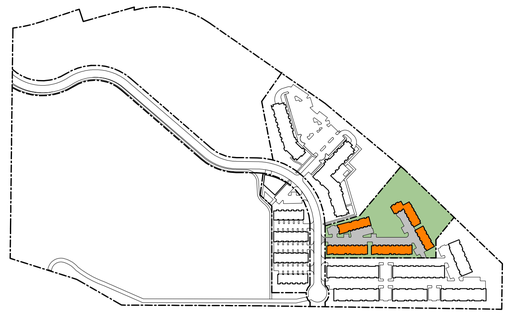
Material Mark	Description
4.1	Stone Veneer (Charcoal)
5.1	Aluminum Balcony
7.1	Cement Fiber Board - Lap Siding (Charcoal)
7.2	Board and Batten Vertical Siding (White)
7.3	Wood-Tone Lap Siding - Light
7.4	Cement Fiber Board - Trim (Charcoal)
7.5	Asphalt Shingles

2 BLDG II - 25 Units - East Elevation
3/32" = 1'-0"

4 BLDG II - 25 Units - West Elevation
3/32" = 1'-0"

3 BLDG II - 25 Units - South Elevation
3/32" = 1'-0"

1 SD Site Plan
1/32" = 1'-0"



2 Key Plan - The Cove
1" = 400'-0"

Residential Unit Mix - COVE

Name	Count	Unit Gross Area			Unit Net Area			Unit Type
		Main Floor	First Floor	Total	Main Floor	First Floor	Total	
Unit A1 Cove	3	761 ft²			701 ft²	0 ft²	701 ft²	1 BR
Unit A1 Cove 2 Bay	2	809 ft²			744 ft²			1 BR
Unit A1 Cove - End	1	802 ft²			737 ft²			1 BR
Unit A2c	4	836 ft²			772 ft²			1 BR + Den
Unit A3c	2	950 ft²			889 ft²			1 BR
Unit A3c Corner	1	951 ft²			820 ft²			1 BR
Unit A4c	2	1,002 ft²			860 ft²			1 BR
Unit A6c	14	854 ft²			785 ft²			1 BR
Unit B1c	2	486 ft²	750 ft²	1,236 ft²	448 ft²	712 ft²	1,160 ft²	2 BR (Small)
Unit B2c	7	504 ft²	765 ft²	1,269 ft²	464 ft²	679 ft²	1,143 ft²	2 BR (Large)
Unit B3-1c	1	501 ft²	780 ft²	1,281 ft²	462 ft²	577 ft²	1,039 ft²	2 BR (Large)
Unit B3c	1	470 ft²	780 ft²	1,250 ft²	435 ft²	577 ft²	1,012 ft²	2 BR (Large)
Unit B4c	7	1,268 ft²			1,111 ft²			2BR
Unit B5-1c	1	1,160 ft²	1,412 ft²	2,572 ft²	1,107 ft²			2 BR (Large)
Unit B5c	1	1,412 ft²			1,166 ft²			2 BR (Small)
Unit B6c	2	1,338 ft²			1,238 ft²			2 BR (Small)
Grand total: 51	51							

GROSS AREA - TOTAL

Level	Area
Level 2	28,577 ft²
Level 1	37,494 ft²
Unit Truss Top	757 ft²
Not Placed	0 ft²
Grand total	66,828 ft²

PARKING

Level	Type	Count
Unit Plan Base		2
Level 1		82
		84

UNIT MIX - GROSS AREA

Name	Count	Unit Gross Area Main Floor	Total Area	%
1 BR				
Unit A1 Cove	3	761 ft²	2,283 ft²	6%
Unit A1 Cove 2 Bay	2	809 ft²	1,619 ft²	4%
Unit A1 Cove - End	1	802 ft²	802 ft²	2%
Unit A3c	2	950 ft²	1,900 ft²	4%
Unit A3c Corner	1	951 ft²	951 ft²	2%
Unit A4c	2	1,002 ft²	2,004 ft²	4%
Unit A6c	14	854 ft²	11,963 ft²	26%
	25		21,520 ft²	46%
1 BR + Den				
Unit A2c	4	836 ft²	3,342 ft²	7%
	4		3,342 ft²	7%
2 BR (Large)				
Unit B2 Cove	1	757 ft²	757 ft²	2%
Unit B2c	7	504 ft²	3,525 ft²	13%
Unit B3-1c	1	501 ft²	501 ft²	2%
Unit B3c	1	470 ft²	470 ft²	2%
Unit B5-1c	1	1,160 ft²	1,160 ft²	2%
	11		6,414 ft²	20%
2 BR (Small)				
Unit A3 Cove	1	Not Placed	0 ft²	2%
Unit B1	1	Not Placed	0 ft²	2%
Unit B1c	2	486 ft²	972 ft²	4%
Unit B5c	1	1,412 ft²	1,412 ft²	2%
Unit B6c	2	1,338 ft²	2,676 ft²	4%
	7		5,060 ft²	13%
2BR				
Unit B4c	7	1,268 ft²	8,876 ft²	13%
	7		8,876 ft²	13%

kaas wilson architects

SITE PLAN - COVE

THE PARKWAY NEIGHBORHOOD PHASE II - COVE

Color Scheme Legend

- 1 BR
- 1 BR + Den
- 2 BR (Large)
- 2 BR (Small)
- Parking

1 Level 1
1" = 30'-0"

0 30' 60'

COVE BLDGs FLOOR PLAN - LEVEL 1

THE PARKWAY NEIGHBORHOOD PHASE II - COVE

Color Scheme Legend

- 1 BR
- 1 BR + Den
- 2 BR (Small)
- 2BR

1 Level 2
1" = 30'-0"

0 30' 60'

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COVE BLDGs FLOOR PLAN - LEVEL 2

THE PARKWAY NEIGHBORHOOD PHASE II - COVE

1 Building I - North Elevation
3/32" = 1'-0"

3 Building I - East Elevation
3/32" = 1'-0"

4 Building I - West Elevation
3/32" = 1'-0"

EXTERIOR MATERIALS

Material Mark	Description
5.1	Aluminum Balcony
7.1	Cement Fiber Board - Panel (Light)
7.2	Cement Fiber Board - Panel (Dark)
7.3	Wood-Tone Vertical Siding - Dark
7.4	Asphalt Shingles

2 Building I - South Elevation
3/32" = 1'-0"

1 Building III - West Elevation
3/32" = 1'-0"

5 Buildig II - North Elevation
3/32" = 1'-0"

3 Building III - South Elevation
3/32" = 1'-0"

4 Building III - North Elevation
3/32" = 1'-0"

6 Building II - East Elevation
3/32" = 1'-0"

7 Buildig II - West Elevation
3/32" = 1'-0"

2 Building III - East Elevation
3/32" = 1'-0"

8 Building II - South Elevation
3/32" = 1'-0"

EXTERIOR MATERIALS

Material Mark	Description
5.1	Aluminum Balcony
7.1	Cement Fiber Board - Panel (Light)
7.2	Cement Fiber Board - Panel (Dark)
7.3	Wood-Tone Vertical Siding - Dark
7.4	Asphalt Shingles

2 Building IV - West Elevation
3/32" = 1'-0"

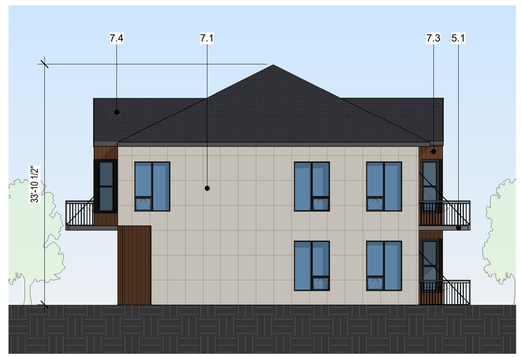
EXTERIOR MATERIALS

Material Mark	Description
5.1	Aluminum Balcony
7.1	Cement Fiber Board - Panel (Light)
7.2	Cement Fiber Board - Panel (Dark)
7.3	Wood-Tone Vertical Siding - Dark
7.4	Asphalt Shingles

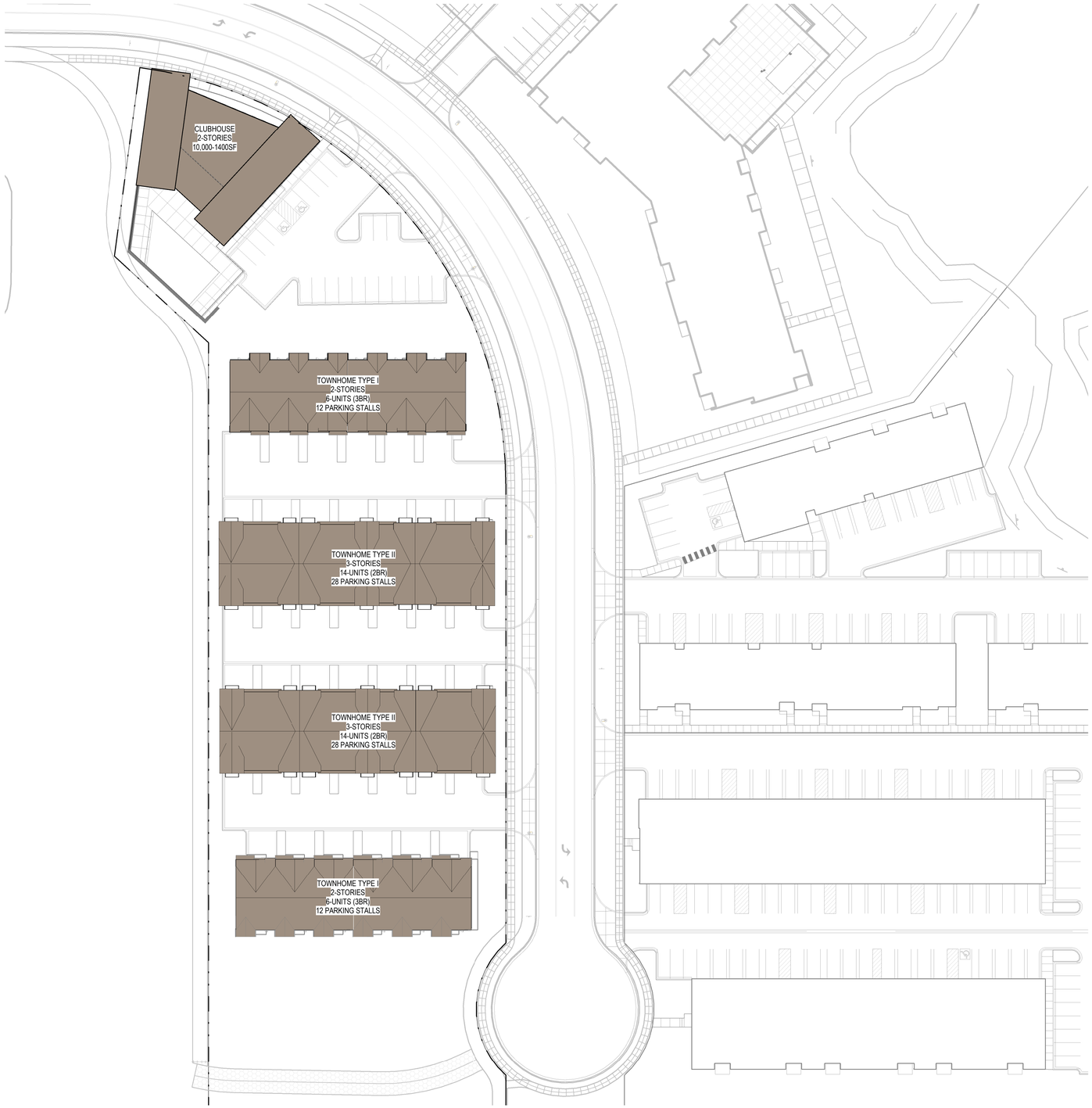
5 Building IV - North Elevation
3/32" = 1'-0"

1 Building IV - Courtyard South Elevation
3/32" = 1'-0"

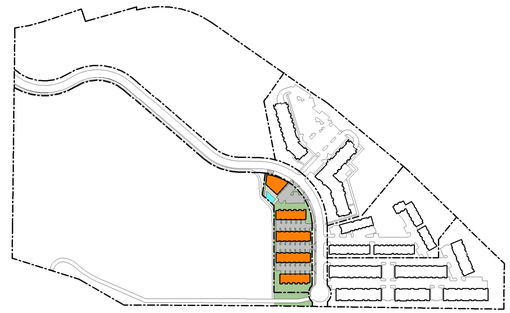
4 Building IV - East Elevation
3/32" = 1'-0"



3 Building IV - South Elevation
3/32" = 1'-0"



1 Site Plan - Townhomes and Clubhouse
1" = 40'-0"



2 Key Plan - Townhomes
1" = 400'-0"

Residential Unit Mix

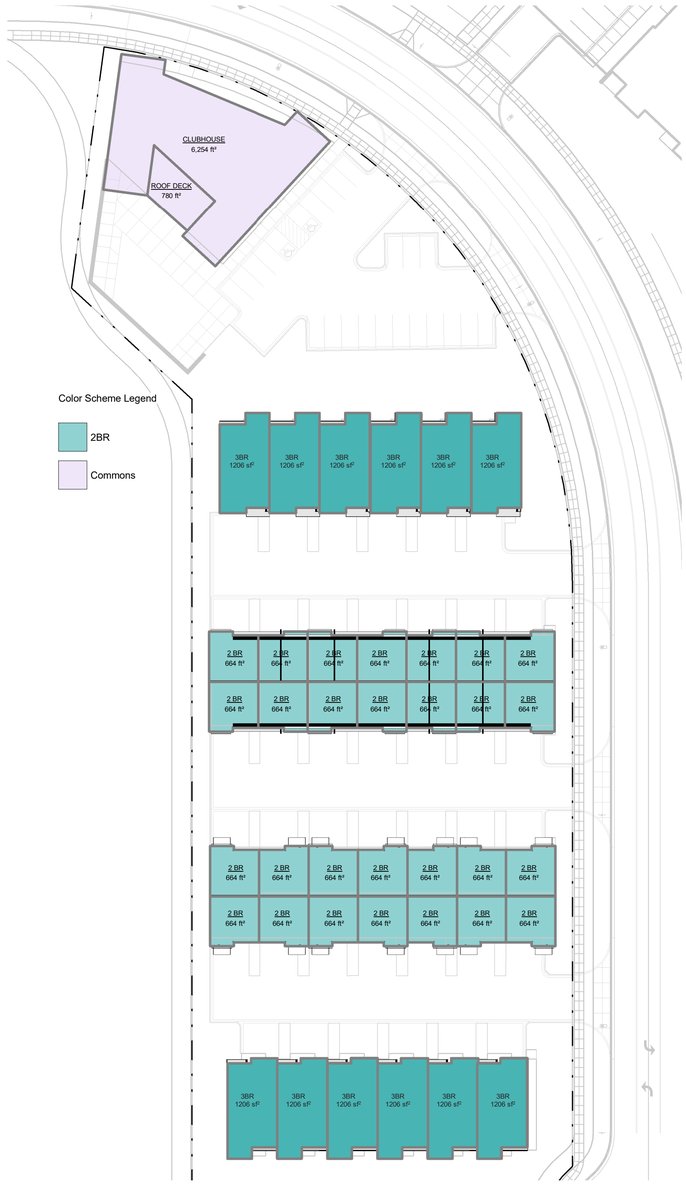
Name	Count	Unit Gross Area			Unit Type
		Main Floor	Level 3	Total	
2 BR	28	664 ft²	664 ft²	1,328 ft²	2BR
3 BR	12	792 ft²	1,206 ft²	1,998 ft²	3BR
Grand total	40				

0 40' 80'

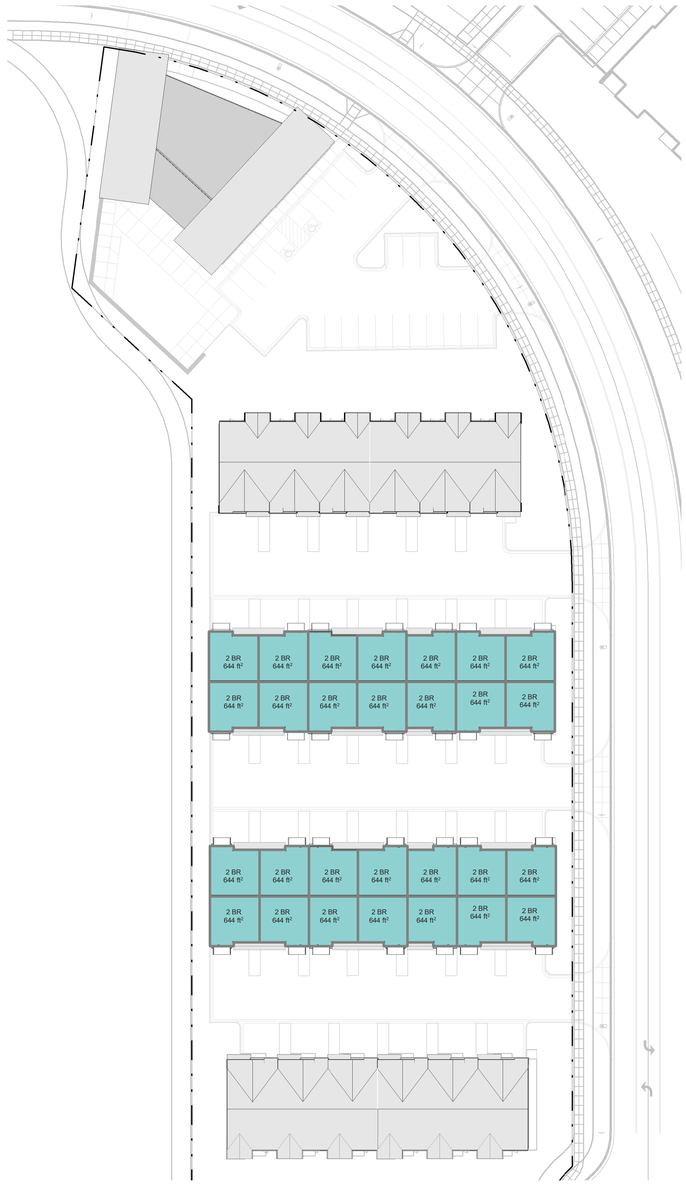
SITE PLAN - TOWNHOMES

THE PARKWAY NEIGHBORHOOD PHASE II - TOWNHOMES

1 Level 1
1" = 40'-0"



2 Level 2
1" = 40'-0"



3 Level 3
1" = 40'-0"

0 40' 80'

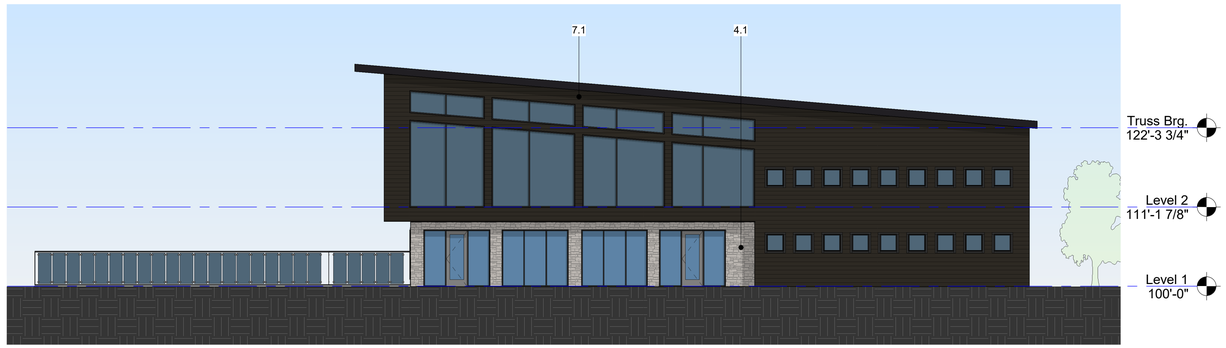
kaas wilson architects

FLOOR PLANS - TOWNHOMES AND CLUBHOUSE

THE PARKWAY NEIGHBORHOOD PHASE II - TOWNHOMES

EXTERIOR MATERIALS

Material Mark	Description
4.1	Stone Veneer - Light
7.1	Cement Fiber Board - Lap Siding (Charcoal)
7.2	Wood-Tone Vertical Siding - Dark



4 Clubhouse - Side 2 Elevation
3/32" = 1'-0"

1 Clubhouse - Front Elevation
3/32" = 1'-0"

3 Clubhouse - Rear Elevation
3/32" = 1'-0"

2 Clubhouse - Side 1 Elevation
3/32" = 1'-0"

3 2 BR TOWNHOMES - Side Elevation 1
3/32" = 1'-0"

4 2 BR TOWNHOMES - Side Elevation 2
3/32" = 1'-0"

2 2 BR TOWNHOMES - Back Elevation
3/32" = 1'-0"

1 2 BR TOWNHOMES - Front Elevation
3/32" = 1'-0"

EXTERIOR MATERIALS

Material Mark	Description
4.1	Brick Veneer - Dark
5.1	Aluminum Balcony
7.1	Cement Fiber Board - Panel (Charcoal)
7.2	Cement Fiber Board - Lap Siding (Light Gray)
7.3	Wood-Tone Lap Siding - Dark
7.4	Asphalt Shingles

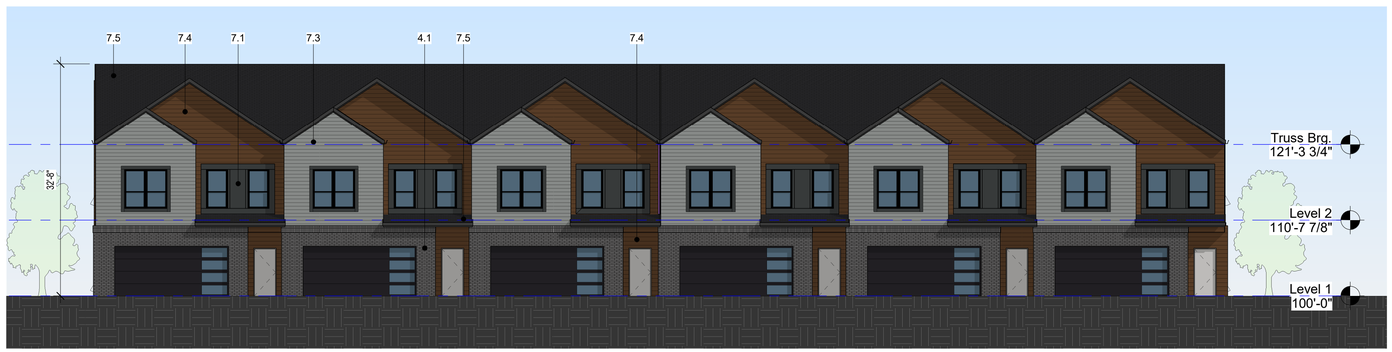
3 Side Elevation 1
3/32" = 1'-0"

4 Side Elevation 2
3/32" = 1'-0"

EXTERIOR MATERIALS

Material Mark	Description	Image
4.1	Brick Veneer - Dark	
7.1	Cement Fiber Board - Panel (Charcoal)	
7.2	Cement Fiber Board - Lap Siding (Light Gray)	
7.3	Cement Fiber Board - Lap Siding (Dark Gray)	
7.4	Wood-Tone Lap Siding - Dark	
7.5	Asphalt Shingles	

2 Rear Elevation
3/32" = 1'-0"



1 Front Elevation
3/32" = 1'-0"

Luminaire Schedule								
Symbol	Qty	Type	Mounting Height	Lum. Watts	Luminaire Lumens	LLF	Description	[MANUFAC]
	1	P1-1	25	136.2	19848	0.900	OPF-S-A07-730-T5W	SIGNIFY CANADA LTD
	5	P1-2	25	136.2	19848	0.900	OPF-S-A07-730-T5W	SIGNIFY CANADA LTD
	6	P2	25	54.129	8869	0.900	OPF-S-A02-730-T3M	SIGNIFY CANADA LTD
	2	P3	25	104.3	15532	0.900	OPF-S-A05-730-T4W	SIGNIFY CANADA LTD
	4	P4	25	104.3	16226	0.900	OPF-S-A05-730-T2M	SIGNIFY CANADA LTD
	76	W1	15	30	3378	0.900	PWS-196L-650-WW-G2-4-UNV	PHILIPS GARDCO

Calculation Summary						
Label	Units	Avg	Max	Min	Avg/Min	Max/Min
Overall Site_1	Fc	1.49	4.4	0.4	3.73	11.00

DISCLAIMER: Based on the information provided, all dimensions and luminaire locations shown represent recommended positions. Actual performance of any manufacturer's luminaires may vary due to changes in electrical voltage, tolerance in LEDs and other variable field conditions. Calculations do not include obstructions such as buildings, curbs, landscaping or any other architectural elements unless noted.

Fixture nomenclature to be finalized by engineer and/or architect. This drawings is for photometric evaluation purposes only and should not be used as a construction document or as a final document for ordering product.

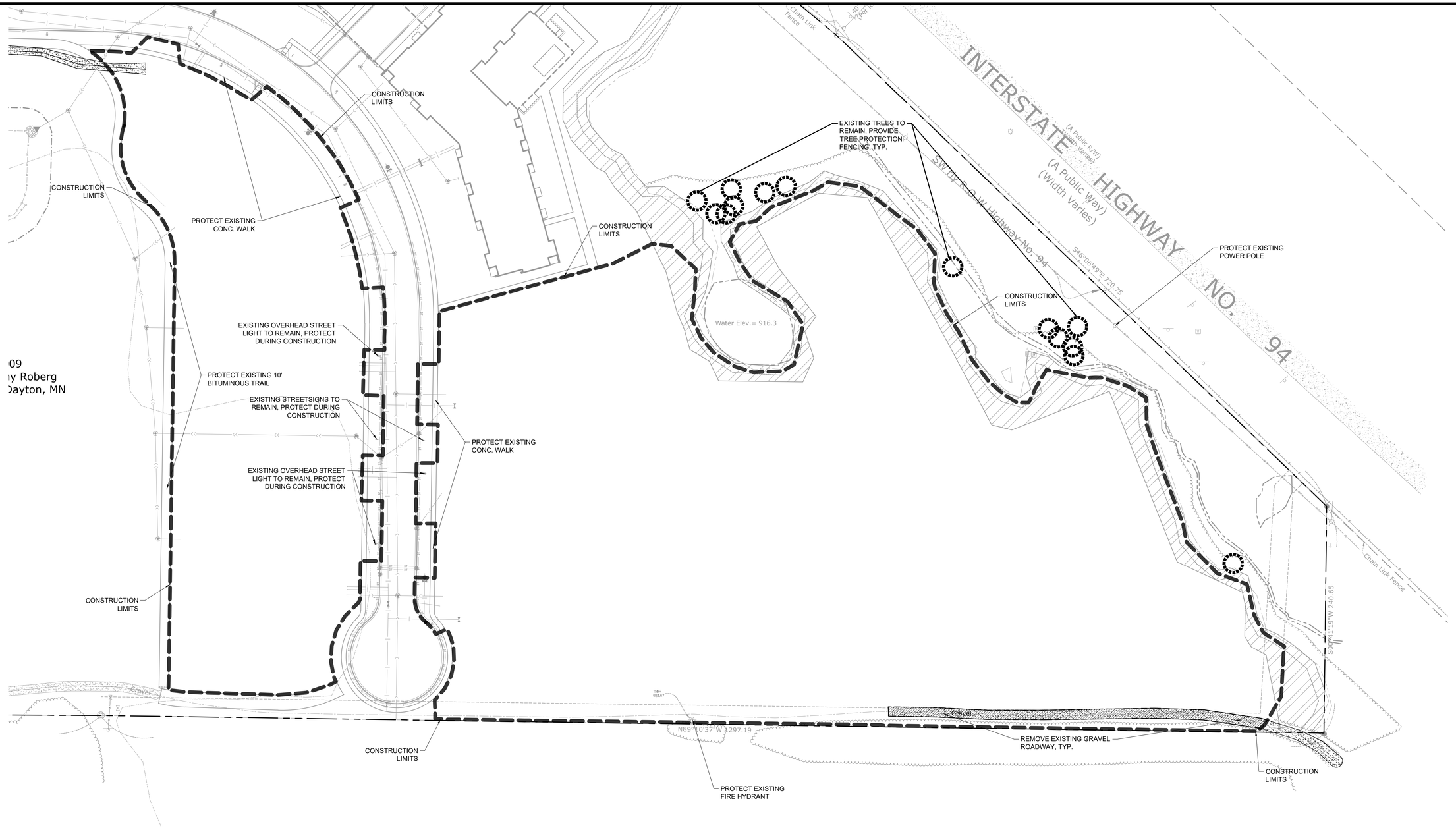
Illuminated Design Service

PULSE never ordinary

Designed By: K. Tomczak
Checked By: Rick Roelofs
Date:1/28/2025
Scale: 1" = 50'

DAYTON PARKWAY PHASE 2

214



09
ıy Roberg
Dayton, MN

EROSION CONTROL NOTES:

SEE SWPPP ON SHEETS SW1.0 - SW1.5

OWNER INFORMATION

WME REAL ESTATE HOLDINGS
11326 RED STEM COURT
MAPLE GROVE, MN 55311
MICHAEL ELZUFON
763-286-7620
elzufon888@gmail.com

SEE SHEET C0.1 FOR GENERAL REMOVAL NOTES

REMOVALS PLAN LEGEND:

- REMOVAL OF PAVEMENT AND ALL BASE MATERIAL, INCLUDING BIT., CONC., AND GRAVEL PVMTS.
- CONSTRUCTION LIMITS
- PROPERTY LINE
- TREE PROTECTION
- TREE REMOVAL - INCLUDING ROOTS AND STUMPS

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25'-0" 0 50'-0"

CivilSite GROUP
Civil Engineering ˚ Surveying ˚ Landscape Architecture
5000 Glenwood Avenue
Golden Valley, MN 55422
civilsitegroup.com 612-615-0060

PRELIMINARY: NOT FOR CONSTRUCTION

PROJECT
THE PARKWAY TOWNHOMES - PHASE 2
DAYTON, MN

OWNER
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David J. Knaeble
DATE 02/03/25 LICENSE NO. 48776

ISSUE/SUBMITTAL SUMMARY

DATE	DESCRIPTION
02/03/2025	CITY SUBMITTAL

PROJECT MANAGER	DAVID KNAEBLE
CONTACT NUMBER	612-615-0060 X 703
DRAWN BY	SN
REVIEWED BY	DK
PROJECT NUMBER	23321.02

REVISION SUMMARY

DATE	DESCRIPTION

REMOVALS PLAN

C1.0

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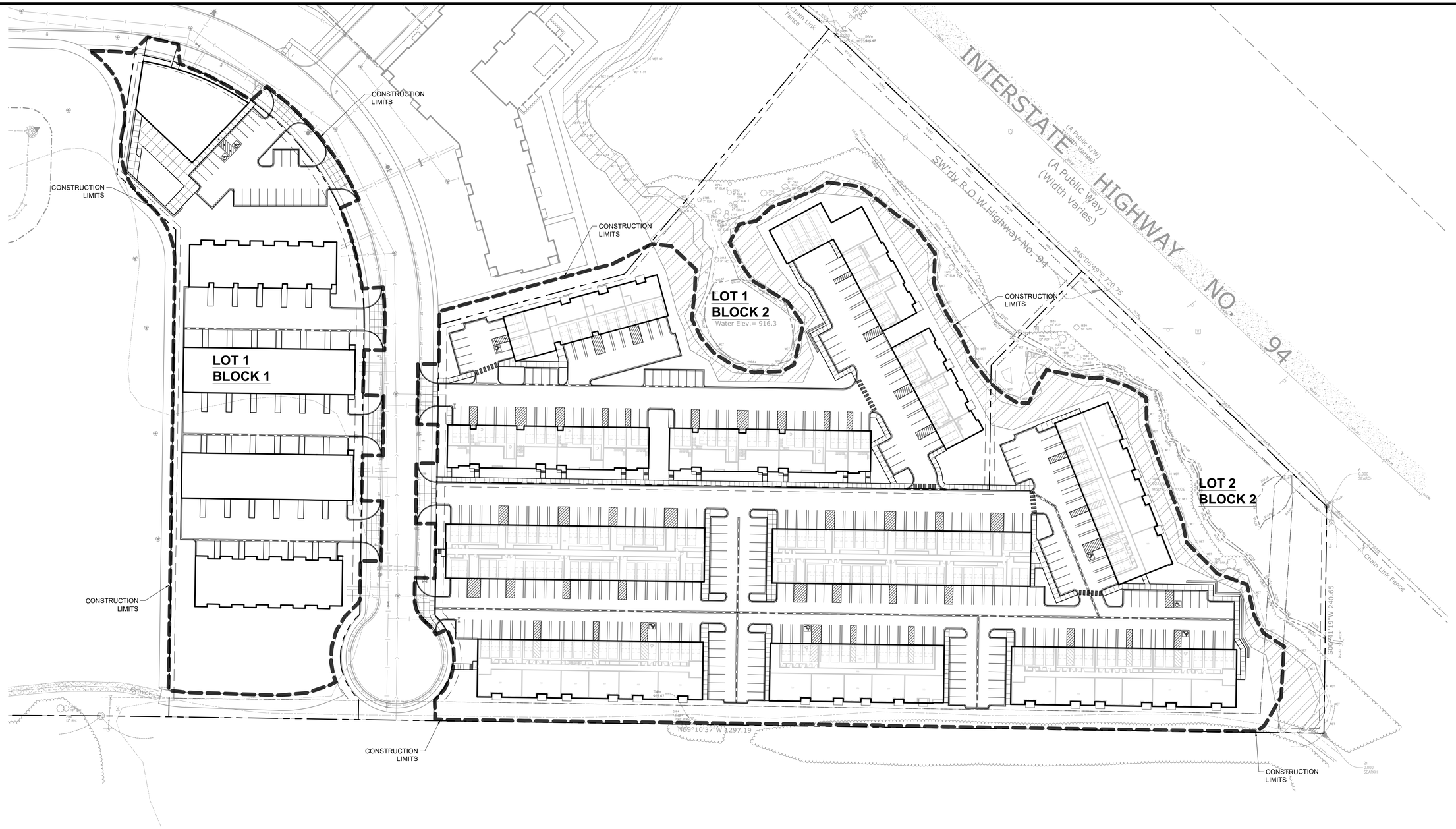

OWNER INFORMATION

WME REAL ESTATE HOLDINGS
11326 RED STEM COURT
MAPLE GROVE, MN 55311
MICHAEL ELZUFON
763-286-7620
elzufon888@gmail.com

SITE PLAN LEGEND:

- LIGHT DUTY BITUMINOUS PAVEMENT (IF APPLICABLE). SEE GEOTECHNICAL REPORT FOR AGGREGATE BASE & WEAR COURSE DEPTH, SEE DETAIL.
- CONCRETE PAVEMENT (IF APPLICABLE) AS SPECIFIED (PAD OR WALK) SEE GEOTECHNICAL REPORT FOR AGGREGATE BASE & CONCRETE DEPTHS, WITHIN ROW SEE CITY DETAIL, WITHIN PRIVATE PROPERTY SEE CSG DETAIL
- PROPERTY LINE
- CONSTRUCTION LIMITS
- CURB AND GUTTER-SEE NOTES (T.O.) TIP OUT GUTTER WHERE APPLICABLE-SEE PLAN
- WETLAND BUFFER
- TRAFFIC DIRECTIONAL ARROW PAVEMENT MARKINGS
- SIGN AND POST ASSEMBLY. SHOP DRAWINGS REQUIRED.
  HC = ACCESSIBLE SIGN
  NP = NO PARKING FIRE LANE
  ST = STOP
  CP = COMPACT CAR PARKING ONLY
- ACCESSIBILITY ROUTE ARROW (IF APPLICABLE) DO NOT PAINT.

SEE SHEET C0.1 FOR GENERAL SITE NOTES

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25'-0" 0 50'-0"

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civilsitegroup.com 612-615-0060

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CONTACT NUMBER	612-615-0060 X 703
DRAWN BY	BN
REVIEWED BY	DK
PROJECT NUMBER	23321-02

REVISION SUMMARY

DATE	DESCRIPTION

SITE PLAN - OVERALL

C2.0

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Know what's below. Call before you dig.

1" = 50'-0"
25'-0" 0 50'-0"

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civilsitegroup.com 612-615-0060

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CONTACT NUMBER	612-615-0060 X 703
DRAWN BY	BN
REVIEWED BY	DK
PROJECT NUMBER	23321-02

REVISION SUMMARY

DATE	DESCRIPTION

SITE PLAN - TURNING MOVEMENTS

C2.01

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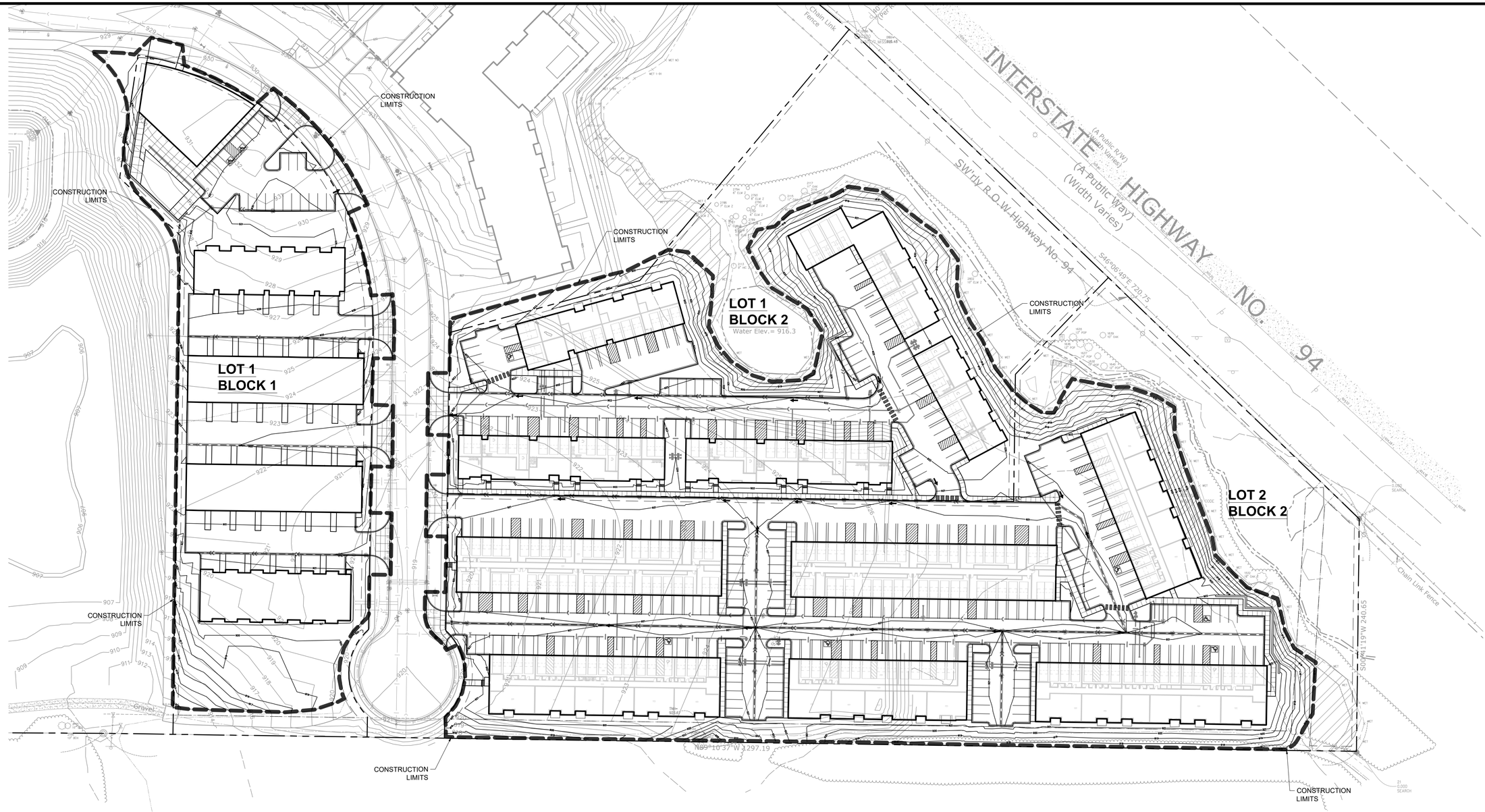

EROSION CONTROL NOTES:

SEE SWPPP ON SHEETS SW1.0 - SW1.5

GRADING PLAN LEGEND:

1125	EX. 1' CONTOUR ELEVATION INTERVAL
1137	1.0' CONTOUR ELEVATION INTERVAL
41.26	SPOT GRADE ELEVATION (GUTTER/FLOW LINE UNLESS OTHERWISE NOTED)
891.00 G	SPOT GRADE ELEVATION GUTTER
891.00 TC	SPOT GRADE ELEVATION TOP OF CURB
891.00 BS/TS	SPOT GRADE ELEVATION BOTTOM OF STAIRS/TOP OF STAIRS
891.00 ME	SPOT GRADE ELEVATION MATCH EXISTING
GB	GRADE BREAK - HIGH POINTS
TO	CURB AND GUTTER (T.O = TIP OUT)
EOF=1135.52	EMERGENCY OVERFLOW
	CONSTRUCTION LIMITS

SEE SHEET C0.1 FOR GENERAL GRADING NOTES

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PROJECT NUMBER	23321-02

REVISION SUMMARY

DATE	DESCRIPTION

GRADING PLAN - OVERALL

C3.0

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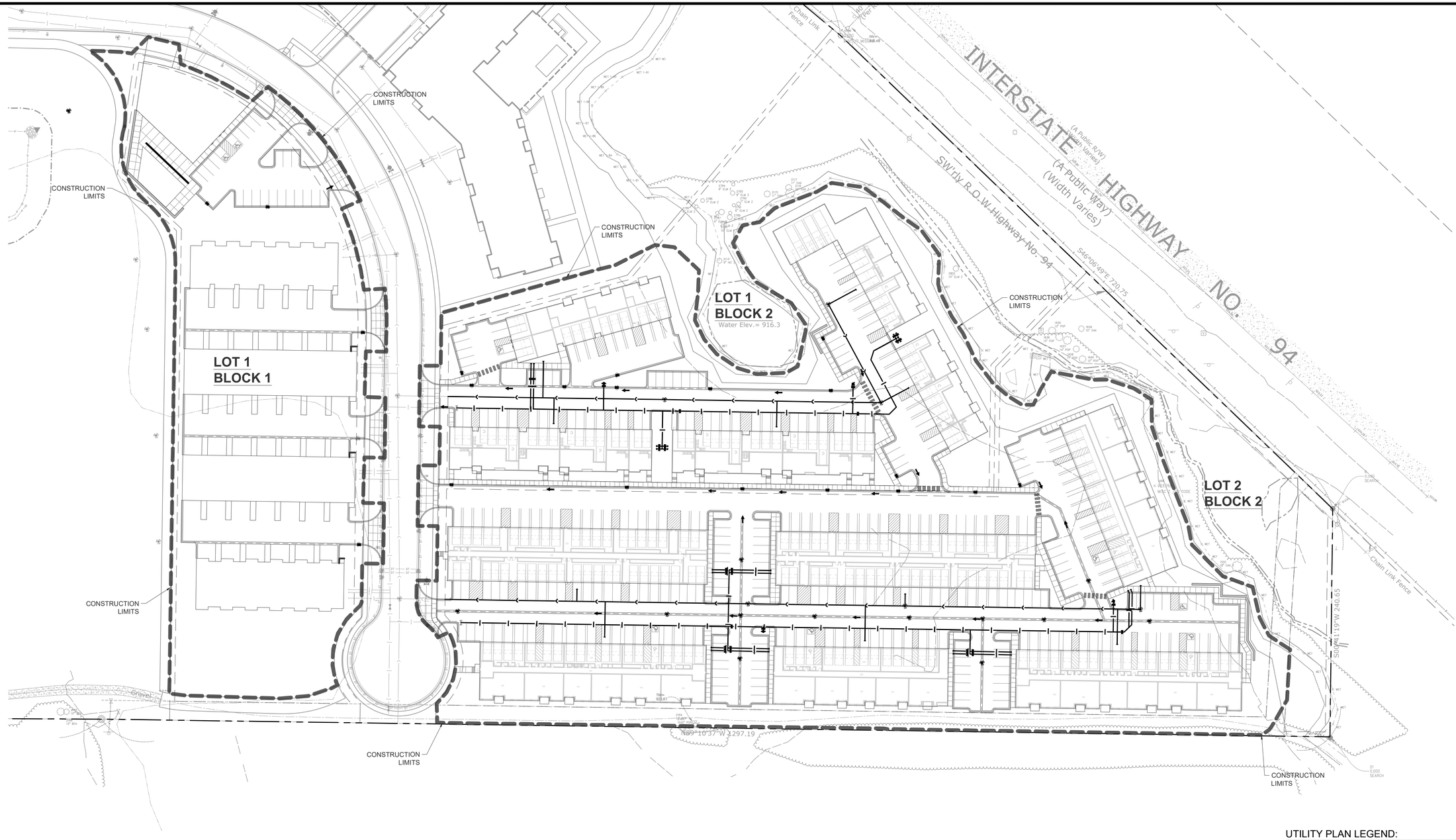

UTILITY PLAN LEGEND:

- CATCH BASIN
- MANHOLE
- GATE VALVE AND VALVE BOX
- PROPOSED FIRE HYDRANT
- DT DT DRAINTILE
- WATER MAIN
- SANITARY SEWER
- STORM SEWER
- FES AND RIP RAP
- TRENCH DRAIN
- CONSTRUCTION LIMITS

SEE SHEET C0.1 FOR GENERAL UTILITY NOTES

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CONTACT NUMBER	612-615-0060 X 703
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PROJECT NUMBER	23321-02

REVISION SUMMARY

DATE	DESCRIPTION

UTILITY PLAN - OVERALL

C4.0

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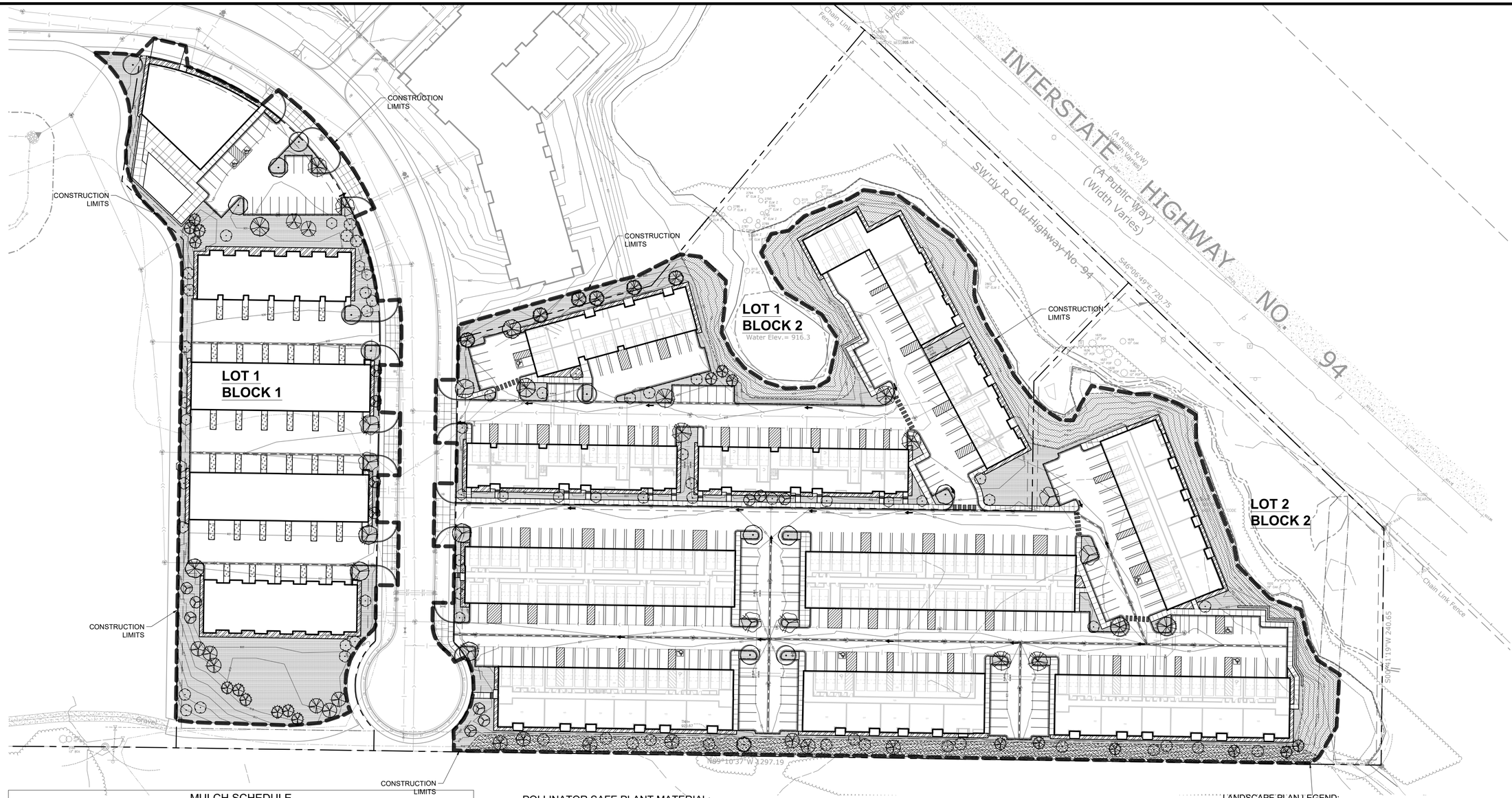

MULCH SCHEDULE

AREA	MULCH TYPE	EDGING	FABRIC	REMARKS
TREE RINGS	4" DEPTH, SHREDDED CEDAR	YES	NO	SEE DETAIL SHT. L1.1
PLANTING BEDS	1-1/2" DECORATIVE ROCK MULCH	YES	NO	
MAINT. STRIP AT BUILDING FOUNDATION	1-1/2" DECORATIVE ROCK MULCH	YES, SEE PLAN	YES	SEE DETAILS
NATIVE SEED AREAS	STRAW	NO	NO	PER SEEDING MANUAL
NOTE: COORDINATE ALL MULCH AND PLANTING BED MATERIAL PRIOR TO INSTALLATION, PROVIDE SAMPLES AND SHOP DRAWINGS/PHOTOS/DATA SHEETS OF ALL MATERIALS				

PLANTING SEASON SCHEDULE

SEASON	CONIFEROUS	DECIDUOUS	REMARKS
SPRING PLANTING	APRIL 15 - JUNE 15	APRIL 15 - JUNE 15	
FALL PLANTING	AUGUST 21 - SEPTEMBER 30	AUGUST 15 - NOVEMBER 15	
NOTE: ADJUSTMENTS TO PLANTING DATES MUST BE APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT.			

POLLINATOR SAFE PLANT MATERIAL:

1. THE CONTRACTOR SHALL PROVIDE ONLY PLANT MATERIAL FREE OF NEONICOTINOID BASED INSECTICIDES AND/OR TREATMENTS OF ANY KIND, INCLUDING BY NOT LIMITED TO IMIDACLOPRID (CONFIDOR, ADMIRE, GAUCHO, ADVOCATE), THIAMETHOXAM (ACTARA, PLATINUM, CRUISER), CLOTHIANIDIN (PONCHO, DANTOSU, DANTOP), ACETAMIPRID (MOSPILAN, ASSAIL, CHIPCOTRISTAR), THIACLOPRID (CALYPSO), DINOTEFURAN (STARKLE, SAFARI, VENOM), AND NITENPYRAM (CAPSTAR, GUARDIAN).
2. CONTRACTOR SHALL CERTIFY, THROUGH SUPPLIERS POLICY STATEMENT OR AFFIDAVIT, THAT NO NEONICOTINOID BASED INSECTICIDES HAVE BEEN USED ON SITE OR DIRECTLY ADJACENT TO THE GROWING OR STORAGE PLOTS OF THE SUPPLIED PLANT MATERIAL, INCLUDING THE PLANTING OF AGRICULTURAL (OR OTHER) SEED TREATED WITH NEONICS..

REQUIRED LANDSCAPE CALCULATIONS:

WEST SITE

1 OVERSTORY TREE/ 3000 SF OF "OPEN AREA"
47,380.0 SF / 3000 = 16 TREES REQUIRED
SEE PLANT SCHEDULE

1 ORNAMENTAL TREE/ 1500 SF OF "OPEN AREA"
47,380.0 SF / 1500 = 32 TREES REQUIRED
SEE PLANT SCHEDULE

1 EVERGREEN TREE/ 3000 SF OF "OPEN AREA"
47,380.0 SF / 3000 = 16 TREES REQUIRED
SEE PLANT SCHEDULE

1 SHRUB/100 SF OR "OPEN AREA"
47,380.0 SF / 100 = 474 SHRUBS REQUIRED
SEE PLANT SCHEDULE

EAST SITE

1 OVERSTORY TREE/ 3000 SF OF "OPEN AREA"
70,296.4 SF / 3000 = 23 TREES REQUIRED
SEE PLANT SCHEDULE

1 ORNAMENTAL TREE/ 1500 SF OF "OPEN AREA"
70,296.4 SF / 1500 = 47 TREES REQUIRED
SEE PLANT SCHEDULE

1 EVERGREEN TREE/ 3000 SF OF "OPEN AREA"
70,296.4 SF / 3000 = 23 TREES REQUIRED
SEE PLANT SCHEDULE

1 SHRUB/100 SF OR "OPEN AREA"
70,296.4 SF / 100 = 703 SHRUBS REQUIRED
SEE PLANT SCHEDULE

LANDSCAPE PLAN LEGEND:

- PROPOSED CANOPY TREE SYMBOLS - SEE PLANT SCHEDULE AND PLAN FOR SPECIES AND PLANTING SIZES
- PROPOSED EVERGREEN TREE SYMBOLS - SEE PLANT SCHEDULE AND PLAN FOR SPECIES AND PLANTING SIZES
- PROPOSED ORNAMENTAL TREE SYMBOLS - SEE PLANT SCHEDULE AND PLAN FOR SPECIES AND PLANTING SIZES
- PROPOSED DECIDUOUS AND EVERGREEN SHRUB SYMBOLS - SEE PLANT SCHEDULE AND PLAN FOR SPECIES AND PLANTING SIZES
- PROPOSED PERENNIAL PLANT SYMBOLS - SEE PLANT SCHEDULE AND PLAN FOR SPECIES AND PLANTING SIZES
- EDGING - SHALL BE COMMERCIAL GRADE, 4" DEPTH ALUMINUM, BLACK OR DARK GREEN IN COLOR, INCLUDE ALL CONNECTORS, STAKES, & ALL APPURTENANCES PER MANUF. INSTALL PER MANUF. INSTRUC./SPECS.
- DECORATIVE BOULDERS (ROUNDED & BLOCK STYLE), 18"-30" DIA.
- CONSTRUCTION LIMITS

SEE SHEET L1.7 FOR PLANTING SCHEDULE

SEE SHEET C0.1 FOR GENERAL LANDSCAPE NOTES

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25'-0" 0 50'-0"

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Golden Valley, MN 55422
civilsitegroup.com 612-615-0060

PRELIMINARY: NOT FOR CONSTRUCTION

PROJECT
THE PARKWAY TOWNHOMES - PHASE 2
DAYTON, MN

OWNER
WME REAL ESTATE HOLDINGS
11326 RED STEM COURT, MAPLE GROVE, MN 55311

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Patrick J. Sarver
DATE 02/03/25 LICENSE NO. 24904

ISSUE/SUBMITTAL SUMMARY

DATE	DESCRIPTION
02/03/2025	CITY SUBMITTAL

PROJECT MANAGER	DAVID KNAEBLE
CONTACT NUMBER	612-615-0060 X 703
DRAWN BY	BN
REVIEWED BY	DK
PROJECT NUMBER	23321-02

REVISION SUMMARY

DATE	DESCRIPTION

LANDSCAPE PLAN - OVERALL

L1.0

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PLANT SCHEDULE WEST

SYMBOL	CODE	QTY	COMMON / BOTANICAL NAME	CONT	NATIVE PLANTS	POLLINATOR FRIENDLY
DECIDUOUS TREES						
	AP	2	Princeton Gold Norway Maple / Acer platanoides 'Princeton Gold'	2.5" CAL. B&B	NATIVE CULTIVAR	N
	AD	2	Autumn Red Maple / Acer rubrum 'Autumn Red'	2.5" CAL. B&B	NATIVE CULTIVAR	N
	BV	2	Prairie Dream® Paper Birch / Betula papyrifera 'Varen'	2.5" CAL. B&B	NATIVE CULTIVAR	N
	GA	2	Autumn Gold Maidenhair Tree / Ginkgo biloba 'Autumn Gold'	2.5" CAL. B&B	NOT NATIVE	N
	GS	4	Skyline Honey Locust / Gleditsia triacanthos inermis 'Skyline'	2.5" CAL. B&B	NOT NATIVE	N
	QE	2	Crimson Spire™ Oak / Quercus x 'Crimschmidt'	2.5" CAL. B&B	NATIVE CULTIVAR	N
	TG	2	Greenspire Littleleaf Linden / Tilia cordata 'Greenspire'	2.5" CAL. B&B	NATIVE CULTIVAR	N
		16	SUBTOTAL:			
EVERGREEN TREES						
	PD	10	Black Hills White Spruce / Picea glauca 'Densata'	6` HT. B&B	NATIVE CULTIVAR	N
	PS	6	White Pine / Pinus strobus	6` HT. B&B	NATIVE	N
		16	SUBTOTAL:			
ORNAMENTAL TREES						
	AG	7	Autumn Brilliance Apple Serviceberry / Amelanchier x grandiflora 'Autumn Brilliance'	1.5" CAL. B&B	NATIVE CULTIVAR	Y
	CV	7	Thornless Cockspur Hawthorn / Crataegus crus-galli inermis TM	1.5" Cal. B&B	NATIVE CULTIVAR	Y
	HL	6	Limelight Panicle Hydrangea / Hydrangea paniculata 'Limelight'	1.5" CAL. B&B	NOT NATIVE	Y
	MP	6	Prairifire Crabapple / Malus x 'Prairifire'	1.5" CAL. B&B	NOT NATIVE	Y
	SI	6	Ivory Silk Japanese Tree Lilac / Syringa reticulata 'Ivory Silk'	1.5" CAL. B&B	NOT NATIVE	Y
		32	SUBTOTAL:			

PLANT SCHEDULE EAST

SYMBOL	CODE	QTY	COMMON / BOTANICAL NAME	CONT	NATIVE PLANTS	POLLINATOR FRIENDLY
DECIDUOUS TREES						
	AP	4	Princeton Gold Norway Maple / Acer platanoides 'Princeton Gold'	2.5" CAL. B&B	NATIVE CULTIVAR	N
	AD	3	Autumn Red Maple / Acer rubrum 'Autumn Red'	2.5" CAL. B&B	NATIVE CULTIVAR	N
	GA	3	Autumn Gold Maidenhair Tree / Ginkgo biloba 'Autumn Gold'	2.5" CAL. B&B	NOT NATIVE	N
	GS	3	Skyline Honey Locust / Gleditsia triacanthos inermis 'Skyline'	2.5" CAL. B&B	NOT NATIVE	N
	QE	2	Crimson Spire™ Oak / Quercus x 'Crimschmidt'	2.5" CAL. B&B	NATIVE CULTIVAR	N
	QM	2	Prairie Stature® Oak / Quercus x bimundorum 'Midwest'	2.5" CAL. B&B	NATIVE CULTIVAR	N
	TG	6	Greenspire Littleleaf Linden / Tilia cordata 'Greenspire'	2.5" CAL. B&B	NATIVE CULTIVAR	N
		23	SUBTOTAL:			
EVERGREEN TREES						
	PD	9	Black Hills White Spruce / Picea glauca 'Densata'	6` HT. B&B	NATIVE CULTIVAR	N
	PR	6	Columnar Blue Spruce / Picea pungens 'Glauca Fastigiata'	5` HT. B&B	NOT NATIVE	N
	PS	7	White Pine / Pinus strobus	6` HT. B&B	NATIVE	N
	PS2	1	Scotch Pine / Pinus sylvestris	6` HT. B&B	NOT NATIVE	N
		23	SUBTOTAL:			
ORNAMENTAL TREES						
	AG	10	Autumn Brilliance Apple Serviceberry / Amelanchier x grandiflora 'Autumn Brilliance'	1.5" CAL. B&B	NATIVE CULTIVAR	Y
	CV	6	Thornless Cockspur Hawthorn / Crataegus crus-galli inermis TM	1.5" Cal. B&B	NATIVE CULTIVAR	Y
	HL	15	Limelight Panicle Hydrangea / Hydrangea paniculata 'Limelight'	1.5" CAL. B&B	NOT NATIVE	Y
	MP	10	Prairifire Crabapple / Malus x 'Prairifire'	1.5" CAL. B&B	NOT NATIVE	Y
	SI	6	Ivory Silk Japanese Tree Lilac / Syringa reticulata 'Ivory Silk'	1.5" CAL. B&B	NOT NATIVE	Y
		47	SUBTOTAL:			

SHRUB PLANTINGS:

ALL SHRUB PLANTINGS SHALL BE INCLUDED IN THE FINAL "FOUNDATION" PLANTING LAYOUT FOR EACH BUILDING AND IN EACH SIDE OF THE DEVELOPMENT.

AREA OF FOUNDATION PLANTING

WEST SITE

474 (MIN.) TOTAL SHRUBS TO BE DISTRIBUTED THROUGHOUT THE DEVELOPMENT AS FOUNDATION PLANTINGS, INCLUDING AREAS AT THE CLUBHOUSE, (AS DELINEATED BY THE FOUNDATION PLANTING HATCH PATTERN), AND AREAS ALONG THE WEST PUBLIC WALK.

EAST SITE

703 (MIN.) TOTAL SHRUBS TO BE DISTRIBUTED THROUGHOUT THE DEVELOPMENT AS FOUNDATION PLANTINGS (AS DELINEATED BY THE FOUNDATION PLANTING HATCH PATTERN), AND AREAS ALONG THE EXISTING WETLAND BUFFER (AS APPROPRIATE).

SEEDING NOTES:

SEED MIXTURE SUPPLIER AND APPROVAL

1. SEED MIXES SHALL BE ACQUIRED FROM REPUTABLE NATIVE SEED SUPPLIER(S).
2. SUBSTITUTIONS OF SEED MIXES OR SEED MIX COMPONENTS MUST BE CONSISTENT WITH the MNDOT_STATE_SEED_MIX_ACCEPTABLE_SUBSTITUTION_TABLE.PDF AVAILABLE AT https://docs.mncia.org/public/fieldservices/MnDOT_State_Seed_Mix_Acceptable_Substitution_Table.pdf AND THE SUBSTITUTION PROCESS IN SECTION 5 (VEGETATION ESTABLISHMENT) OF THE MINNESOTA BOARD OF WATER AND SOIL RESOURCES WETLAND RESTORATION GUIDE, AVAILABLE AT https://bwsr.state.mn.us/sites/default/files/2019-01/Sec5_03_02_2014-VegEstablishment.pdf.
3. SUBSTITUTIONS OF SEED MIXES OR SEED MIX COMPONENTS MUST BE APPROVED BY THE WETLAND CONSULTANT.

SEEDBED PREPARATION

1. AFTER COMPLETION OF FILL REMOVAL, THE SEEDBED SHALL BE PREPARED AND SMOOTHED TO BREAK UP ROOT SYSTEMS AND SOIL CLODS SO THAT THE AVERAGE CLUMP IS LESS THAN 2 INCHES IN DIAMETER.
2. PRIOR TO SEEDING, EXISTING VEGETATION THAT COVERS MORE THAN 20% OF THE GROUND IN THE AREA TO BE SEEDED SHALL BE PLOWED OR DISKED.
3. AREAS WITH MORE THAN 20% COVER OF EXISTING VEGETATION THAT ARE NOT PLOWED OR DISKED SHALL BE KILLED BY SPRAYING AN APPROPRIATE GLYPHOSATE HERBICIDE AT LABEL RATES.
4. THE SEEDBED SHALL BE PREPARED BY LOOSENING TOPSOIL TO A MINIMUM DEPTH OF 3 INCHES.

SEEDING METHODS

1. SEED MIXES SHALL BE ACQUIRED AND INSTALLED IN ACCORDANCE WITH SECTION 5 (VEGETATION ESTABLISHMENT) OF THE MINNESOTA BOARD OF WATER AND SOIL RESOURCES (BWSR) WETLAND RESTORATION GUIDE, AVAILABLE AT https://bwsr.state.mn.us/sites/default/files/2019-01/Sec5_03_02_2014-VegEstablishment.pdf.
2. SEEDING SHALL BE CONDUCTED OUTSIDE OF A WINDOW BETWEEN JUNE 30 AND OCTOBER 15 IF POSSIBLE.
3. SEED MIXES SHALL BE BROADCAST EVENLY BY USE OF A MECHANICAL BROADCAST SEEDER. SEED MIXES SHALL BE INSTALLED AT THE RATES SPECIFIED IN THE RATE TABLES.

SEE SHEET C0.1 FOR GENERAL LANDSCAPE NOTES

Know what's below. Call before you dig.

CivilSite GROUP
Civil Engineering ° Surveying ° Landscape Architecture
5000 Glenwood Avenue
Golden Valley, MN 55422
civilsitegroup.com 612-615-0060

PRELIMINARY: NOT FOR CONSTRUCTION

PROJECT: THE PARKWAY TOWNHOMES - PHASE 2
DAYTON, MN

OWNER: WME REAL ESTATE HOLDINGS
11326 RED STEM COURT, MAPLE GROVE, MN 55311

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

Patrick J. Sarver
DATE 02/03/25 LICENSE NO. 24904

ISSUE/SUBMITTAL SUMMARY

DATE	DESCRIPTION
02/03/2025	CITY SUBMITTAL

PROJECT MANAGER	DAVID KNAEBLE
CONTACT NUMBER	612-615-0060 X 703
DRAWN BY	BN
REVIEWED BY	DK
PROJECT NUMBER	23321-02

REVISION SUMMARY

DATE	DESCRIPTION

LANDSCAPE PLAN - NOTES & DETAILS

L1.7

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ITEM:
South Diamond Lake Road Improvements

PREPARED BY:
Jason Quisberg, Engineering

POLICY DECISION / ACTION TO BE CONSIDERED:
Award Construction Contract for the South Diamond Lake Road Improvements Project

BACKGROUND:
Improvements to South Diamond Lake Road (SDLR) are identified in the City's pavement management plan. Mill and overlay improvements are proposed for the entire length of the road within city limits. Note that the segment between Brockton Lane and the Rogers/Dayton border is also included in the project; costs associated with this segment will be the responsibility of Rogers.

Council approved plans and specifications and authorized the advertisement for contractor bids in March. Bids were opened April 8th. Nine bids were received. The attached letter and bid tabulation provides additional detail regarding the bids received.

Estimated Costs-Revenues:

The CIP identifies $1,484,000 for the project. After initiation of the project, planned funding changed from the city pavement management fund to Municipal State Aid (MSA). Dayton's portion of the SDLR improvements. Funding for the pavement marking components of the project is expected to be from Public Works road maintenance reserves.

	Previous Est.	Revised Est.
Total Construction:	$1,332,000	$807,700
Engineering:	$58,000	*$73,000
Other Indirect Costs:	$40,000	**$25,000
Total Project:	**$1,430,000**	**$905,700**
Add'l Pavement Markings:	-$16,000	-$18,500
Est Rogers Cost:	-$68,000	-$40,200
Dayton SDLR Costs:	**$1,378,000**	**$847,000**

*Increase due to additional effort related to MSA requirements
**Additional engineering previously accounted from as "Other costs"

Schedule:

Review Bids/Award Contract	April 22nd
Start Construction (Early)	Mid July
Substantial Completion	September

Other Work at the Site:
Dayton Elementary is planning a project involving the construction of crosswalk enhancements at the pedestrian crossing in front of the school. The construction start date for the road improvements has been set for July 7th (or later) in attempt to accommodate improvements the school may want to complete prior to the final paving.

Staff has been, and will continue to be, in communication with the school district regarding their project. Should any conflicts between efforts on these projects surface, staff will work to find resolution to minimize cost and inconvenience. If any conflicts that may arise be found to be significant, Council will be notified and/or consulted as needed.

Storm Sewer:
During pre-design site inspections, a storm culvert near Diamond Lake was found to be in poor condition. Options evaluating a repair by complete replacement vs. a subsurface solution (pipe lining) were evaluated. Pipe lining was identified as the preferred option.

The work associated with the culvert improvements is being coordinated and will be completed as a separate project. It is expected that this work will be completed this summer, targeting a completion prior to the start of the road improvements.

RECOMMENDATION:
Staff recommends awarding a construction contract to OMG Midwest, for the Base Bid plus all three Alternates, in the amount of $807,691.93.

ATTACHMENT(S):
Bid Results Letter
Bid Tabulation

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

April 8, 2025

Honorable Mayor and City Council
City of Dayton
City Hall
12260 S. Diamond Lake Rd.
Dayton, MN 55327

Re: Mill and Overlay for South Diamond Lake Road
Stantec Project No. 193807303
Bid Results

Dear Honorable Mayor and City Council:

Bids were opened for the Mill and Overlay for South Diamond Lake Road project on April 8, 2025. Transmitted herewith is a copy of the Bid Tabulation for your information and file. Copies will also be distributed to each Bidder once the Project has been awarded.

There was a total of 9 Bids. The following summarizes the results of the Bids received:

	Contractor	***Base Bid***	***Alt. 1***	***Alt. 2***	***Alt. 3***
Low	OMG Midwest Inc. dba Minnesota Paving & Materials	$789,206.24	$7,504.11	$5,765.46	$5,216.12
#2	North Valley, Inc.	$816,397.70	$8,432.88	$6,577.90	$5,989.64
#3	Park Construction Company	$832,383.75	$3,025.46	$1,771.35	$2,268.59
#4	Valley Paving, Inc.	$872,138.89	$3,337.35	$2,864.03	$2,570.48
#5	Northwest	$885,353.35	$7,604.02	$7,415.70	$6,117.50
#6	Bituminous Roadways Inc.	$886,177.80	$2,897.00	$4,779.50	$4,263.00
#7	Asphalt Surface Technologies Corp.	$898,214.50	$3,844.50	$2,468.30	$3,017.30
#8	C. S. McCrossan Construction, Inc.	$987,729.86	$4,072.50	$2,687.47	$7,913.08
#9	Duininck, Inc.	$1,059,339.36	$6,965.50	$6,804.00	$5,290.00

The low Bidder on the Project was OMG Midwest Inc. dba Minnesota Paving & Materials with a Total Base Bid in the Amount of $789,206.24. With all three Alternates incorporated, the total bid would be $807,691.93. These Bids have been reviewed and found to be in order.

If the City Council wishes to award the Project to the low Bidder, then **OMG Midwest Inc. dba Minnesota Paving & Materials** should be awarded the Project on the Total Base Bid plus Alternates in the Amount of **$807,691.93.**

Should you have any questions, please feel free to contact me.

Sincerely,

STANTEC CONSULTING SERVICES INC.

Mark Schroeher, PE

Stantec

Project Name: **Mill and Overlay for South Diamond Lake road**

City Project No.:

Stantec Project No.: 193807303

Bid Opening: Tuesday, April 8, 2025 at 10:00 AM CDT

Owner: **Dayton, Minnesota**

I hereby certify that this is an exact reproduction of bids received.

Mark Schroeher, P.E.
License No. 49904

BID TABULATION

Item Num	Item	Units	Qty	Bidder No. 1 OMG Midwest Inc. dba Minnesota Paving & Materials		Bidder No. 2 North Valley, Inc.		Bidder No. 3 Park Construction Company		Bidder No. 4 Valley Paving, Inc		Bidder No. 5 Northwest		Bidder No. 6 Bituminous Roadways Inc.		Bidder No. 7 Asphalt Surface Technologies Corp.		Bidder No. 8 C. S. McCrossan Construction, Inc.		Bidder No. 9 Duininck, Inc.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
	BASE BID:																				
1	MOBILIZATION	LUMP SUM	1	$14,500.00	$14,500.00	$23,866.07	$23,866.07	$26,800.00	$26,800.00	$16,500.00	$16,500.00	$18,010.00	$18,010.00	$60,000.00	$60,000.00	$25,000.00	$25,000.00	$10,500.00	$10,500.00	$35,500.00	$35,500.00
2	MILL BITUMINOUS SURFACE (1.5")	SQ YD	86345	$0.75	$64,758.75	$0.54	$46,626.30	$0.55	$47,489.75	$0.80	$69,076.00	$0.75	$64,758.75	$1.50	$129,517.50	$0.84	$72,529.80	$1.25	$107,931.25	$2.60	$224,497.00
3	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	55	$1.00	$55.00	$106.90	$5,879.50	$0.01	$0.55	$1.00	$55.00	$190.00	$10,450.00	$150.00	$8,250.00	$198.00	$10,890.00	$197.00	$10,835.00	$185.00	$10,175.00
4	AGGREGATE BASE SPECIAL (CV)	CU YD	98	$90.00	$8,820.00	$69.49	$6,810.02	$83.60	$8,192.80	$100.00	$9,800.00	$42.10	$4,125.80	$50.00	$4,900.00	$75.00	$7,350.00	$84.40	$8,271.20	$120.00	$11,760.00
5	BITUMINOUS MATERIAL FOR TACK COAT	GAL	6348	$2.00	$12,696.00	$2.83	$17,964.84	$0.01	$63.48	$2.00	$12,696.00	$4.25	$26,979.00	$1.00	$6,348.00	$3.00	$19,044.00	$2.00	$12,696.00	$3.50	$22,218.00
6	TYPE SP 9.5 WEARING COURSE MIXTURE (3,B)	TON	8160	$72.00	$587,520.00	$73.93	$603,268.80	$77.20	$629,952.00	$78.00	$636,480.00	$76.24	$622,118.40	$63.00	$514,080.00	$77.66	$633,705.60	$79.20	$646,272.00	$79.00	$644,640.00
7	ADJUST VALVE BOX-WATER	EACH	10	$500.00	$5,000.00	$384.85	$3,848.50	$412.00	$4,120.00	$535.00	$5,350.00	$495.00	$4,950.00	$1,000.00	$10,000.00	$475.00	$4,750.00	$416.00	$4,160.00	$350.00	$3,500.00
8	REPLACE VALVE BOX TOP SECTION-WATER	EACH	5	$700.00	$3,500.00	$620.04	$3,100.20	$503.00	$2,515.00	$625.00	$3,125.00	$612.00	$3,060.00	$2,200.00	$11,000.00	$613.80	$3,069.00	$553.00	$2,765.00	$650.00	$3,250.00
9	ADJUST FRAME & RING CASTING	EACH	23	$1,000.00	$23,000.00	$992.16	$22,819.68	$861.00	$19,803.00	$1,000.00	$23,000.00	$665.00	$15,295.00	$1,300.00	$29,900.00	$924.00	$21,252.00	$1,470.00	$33,810.00	$1,300.00	$29,900.00
10	STORM DRAIN INLET PROTECTION	EACH	3	$125.00	$375.00	$267.26	$801.78	$83.60	$250.80	$150.00	$450.00	$190.00	$570.00	$150.00	$450.00	$181.50	$544.50	$263.00	$789.00	$300.00	$900.00
11	TRAFFIC CONTROL	LUMP SUM	1	$3,500.00	$3,500.00	$3,741.60	$3,741.60	$3,540.00	$3,540.00	$3,600.00	$3,600.00	$38,250.00	$38,250.00	$10,000.00	$10,000.00	$3,850.00	$3,850.00	$51,500.00	$51,500.00	$3,650.00	$3,650.00
12	INTERIM PAVEMENT MARKING	LUMP SUM	1	$4,000.00	$4,000.00	$11,759.32	$11,759.32	$10,100.00	$10,100.00	$10,500.00	$10,500.00	$12,250.00	$12,250.00	$12,000.00	$12,000.00	$11,000.00	$11,000.00	$11,000.00	$11,000.00	$7,500.00	$7,500.00
13	24" SOLID LINE MULTI-COMPONENT	LIN FT	372	$12.28	$4,568.16	$13.10	$4,873.20	$11.10	$4,129.20	$11.50	$4,278.00	$10.50	$3,906.00	$8.00	$2,976.00	$12.10	$4,501.20	$12.30	$4,575.60	$10.00	$3,720.00
14	24" SOLID LINE MULTI-COMPONENT	LIN FT	93	$12.28	$1,142.04	$13.10	$1,218.30	$11.10	$1,032.30	$11.50	$1,069.50	$10.50	$976.50	$8.00	$744.00	$12.10	$1,125.30	$12.30	$1,143.90	$10.00	$930.00
15	4" BROKEN LINE MULTI-COMPONENT	LIN FT	10362	$0.30	$3,108.60	$0.32	$3,315.84	$0.51	$5,284.62	$0.52	$5,388.24	$0.11	$1,139.82	$0.60	$6,217.20	$0.55	$5,699.10	$0.56	$5,802.72	$0.10	$1,036.20
16	4" DOUBLE SOLID LINE MULTI-COMPONENT	LIN FT	18940	$0.70	$13,258.00	$0.75	$14,205.00	$1.00	$18,940.00	$1.05	$19,887.00	$0.88	$16,667.20	$1.20	$22,728.00	$1.10	$20,834.00	$1.10	$20,834.00	$0.84	$15,909.60
17	4" SOLID LINE MULTI-COMPONENT	LIN FT	6711	$0.35	$2,348.85	$0.37	$2,483.07	$0.51	$3,422.61	$0.52	$3,489.72	$0.44	$2,952.84	$0.60	$4,026.60	$0.55	$3,691.05	$0.56	$3,758.16	$0.42	$2,818.62
18	4" SOLID LINE MULTI-COMPONENT	LIN FT	627	$0.35	$219.45	$0.37	$231.99	$0.51	$319.77	$0.52	$326.04	$0.44	$275.88	$0.60	$376.20	$0.55	$344.85	$0.56	$351.12	$0.42	$263.34
19	6" SOLID LINE MULTI-COMPONENT	LIN FT	55222	$0.52	$28,715.44	$0.56	$30,924.32	$0.76	$41,968.72	$0.77	$42,520.94	$0.57	$31,476.54	$0.90	$49,699.80	$0.80	$44,177.60	$0.83	$45,834.26	$0.55	$30,372.10
20	CROSSWALK MULTI-COMPONENT	SQ FT	429	$12.03	$5,160.87	$12.83	$5,504.07	$5.05	$2,166.45	$5.15	$2,209.35	$9.98	$4,281.42	$4.00	$1,716.00	$5.50	$2,359.50	$5.55	$2,380.95	$9.50	$4,075.50
21	PAVEMENT MESSAGE MULTI-COMPONENT	SQ FT	77	$13.04	$1,004.08	$13.90	$1,070.30	$10.10	$777.70	$10.30	$793.10	$12.60	$970.20	$5.50	$423.50	$11.00	$847.00	$11.10	$854.70	$12.00	$924.00
22	PAVEMENT MESSAGE MULTI-COMPONENT	SQ FT	150	$13.04	$1,956.00	$13.90	$2,085.00	$10.10	$1,515.00	$10.30	$1,545.00	$12.60	$1,890.00	$5.50	$825.00	$11.00	$1,650.00	$11.10	$1,665.00	$12.00	$1,800.00
	TOTAL BASE BID				$789,206.24		$816,397.70		$832,383.75		$872,138.89		$885,353.35		$886,177.80		$898,214.50		$987,729.86		$1,059,339.36
	ALTERNATE 1 - CROSSWALK STRIPING:																				
A1-1	MOBILIZATION	LUMP SUM	1	$100.00	$100.00	$534.52	$534.52	$0.01	$0.01	$250.00	$250.00	$1,625.00	$1,625.00	$1,000.00	$1,000.00	$550.00	$550.00	$5.55	$5.55	$1,500.00	$1,500.00
A1-2	TRAFFIC CONTRIOL	LUMP SUM	1	$250.64	$250.64	$267.26	$267.26	$253.00	$253.00	$260.00	$260.00	$500.00	$500.00	$250.00	$250.00	$275.00	$275.00	$1,020.00	$1,020.00	$250.00	$250.00
A1-3	CROSSWALK MULTI-COMPONENT	SQ FT	549	$13.03	$7,153.47	$13.90	$7,631.10	$5.05	$2,772.45	$5.15	$2,827.35	$9.98	$5,479.02	$3.00	$1,647.00	$5.50	$3,019.50	$5.55	$3,046.95	$9.50	$5,215.50
	TOTAL ALTERNATE 1 - CROSSWALK STRIPING:				$7,504.11		$8,432.88		$3,025.46		$3,337.35		$7,604.02		$2,897.00		$3,844.50		$4,072.50		$6,965.50
	ALTERNATE 2 - TERRITORIAL ROAD TURN LANE STRIPING:																				
A2-1	MOBILIZATION	LUMP SUM	1	$100.00	$100.00	$534.52	$534.52	$0.01	$0.01	$250.00	$250.00	$1,600.00	$1,600.00	$1,500.00	$1,500.00	$550.00	$550.00	$1.10	$1.10	$1,500.00	$1,500.00
A2-2	PAVEMENT MARKING REMOVAL	LIN FT	546	$1.00	$546.00	$1.07	$584.22	$1.00	$546.00	$2.50	$1,365.00	$1.05	$573.30	$2.50	$1,365.00	$1.10	$600.60	$1.10	$600.60	$1.00	$546.00
A2-3	TRAFFIC CONTRIOL	LUMP SUM	1	$250.70	$250.70	$267.26	$267.26	$253.00	$253.00	$260.00	$260.00	$500.00	$500.00	$500.00	$500.00	$275.00	$275.00	$1,020.00	$1,020.00	$250.00	$250.00
A2-4	4" DOTTED LINE MULTI-COMPONENT	LIN FT	229	$4.01	$918.29	$4.28	$980.12	$0.51	$116.79	$0.52	$119.08	$1.05	$240.45	$1.00	$229.00	$0.55	$125.95	$0.56	$128.24	$1.00	$229.00
A2-5	4" SOLID LINE MULTI-COMPONENT	LIN FT	221	$4.01	$886.21	$4.28	$945.88	$0.51	$112.71	$0.52	$114.92	$4.20	$928.20	$1.00	$221.00	$0.55	$121.55	$0.56	$123.76	$4.00	$884.00
A2-6	6" SOLID LINE MULTI-COMPONENT	LIN FT	499	$4.26	$2,125.74	$4.54	$2,265.46	$0.76	$379.24	$0.77	$384.23	$5.25	$2,619.75	$1.50	$748.50	$0.80	$399.20	$0.83	$414.17	$5.00	$2,495.00
A2-7	PAVEMENT MESSAGE MULTI-COMPONENT	SQ FT	36	$26.07	$938.52	$27.79	$1,000.44	$10.10	$363.60	$10.30	$370.80	$26.50	$954.00	$6.00	$216.00	$11.00	$396.00	$11.10	$399.60	$25.00	$900.00
	TOTAL ALTERNATE 2 - TERRITORIAL ROAD TURN LANE STRIPING:				$5,765.46		$6,577.90		$1,771.35		$2,864.03		$7,415.70		$4,779.50		$2,468.30		$2,687.47		$6,804.00
	ALTERNATE 3 - RUSH CREEK PARKWAY TURN LANE STRIPING:																				
A3-1	MOBILIZATION	LUMP SUM	1	$100.00	$100.00	$534.52	$534.52	$0.01	$0.01	$250.00	$250.00	$1,650.00	$1,650.00	$1,500.00	$1,500.00	$550.00	$550.00	$740.00	$740.00	$1,500.00	$1,500.00
A3-2	TRAFFIC CONTRIOL	LUMP SUM	1	$250.64	$250.64	$267.26	$267.26	$253.00	$253.00	$260.00	$260.00	$500.00	$500.00	$500.00	$500.00	$275.00	$275.00	$278.00	$278.00	$250.00	$250.00
A3-3	4" DOTTED LINE MULTI-COMPONENT	LIN FT	148	$6.37	$942.76	$6.79	$1,004.92	$0.51	$75.48	$0.52	$76.96	$1.05	$155.40	$3.50	$518.00	$0.55	$81.40	$0.56	$82.88	$1.00	$148.00
A3-4	4" SOLID LINE MULTI-COMPONENT	LIN FT	90	$10.28	$925.20	$10.96	$986.40	$0.51	$45.90	$0.52	$46.80	$4.20	$378.00	$3.50	$315.00	$0.55	$49.50	$0.56	$50.40	$4.00	$360.00
A3-5	24" SOLID LINE MULTI-COMPONENT	LIN FT	24	$52.13	$1,251.12	$55.59	$1,334.16	$11.10	$266.40	$11.33	$271.92	$18.90	$453.60	$8.00	$192.00	$12.10	$290.40	$12.30	$295.20	$18.00	$432.00
A3-6	PAVEMENT MESSAGE MULTI-COMPONENT	SQ FT	30	$12.03	$360.90	$12.83	$384.90	$10.10	$303.00	$10.30	$309.00	$26.25	$787.50	$6.00	$180.00	$11.00	$330.00	$11.10	$333.00	$25.00	$750.00
A3-7	PAVEMENT MESSAGE MULTI-COMPONENT	SQ FT	36	$12.03	$433.08	$12.83	$461.88	$10.10	$363.60	$10.30	$370.80	$26.25	$945.00	$3.00	$108.00	$11.00	$396.00	$11.10	$399.60	$25.00	$900.00
A3-8	SIGN PANELS TYPE C	SQ FT	8	$75.19	$601.52	$80.18	$641.44	$75.90	$607.20	$78.00	$624.00	$110.00	$880.00	$100.00	$800.00	$82.50	$660.00	$668.00	$5,344.00	$75.00	$600.00
A3-9	INSTALL SIGN	EACH	1	$350.90	$350.90	$374.16	$374.16	$354.00	$354.00	$361.00	$361.00	$368.00	$368.00	$150.00	$150.00	$385.00	$385.00	$390.00	$390.00	$350.00	$350.00
	TOTAL ALTERNATE 3 - RUSH CREEK PARKWAY TURN LANE STRIPING:				$5,216.12		$5,989.64		$2,268.59		$2,570.48		$6,117.50		$4,263.00		$3,017.30		$7,913.08		$5,290.00
	BID SUMMARY																				
	TOTAL BASE BID				$789,206.24		$816,397.70		$832,383.75		$872,138.89		$885,353.35		$886,177.80		$898,214.50		$987,729.86		$1,059,339.36
	TOTAL ALTERNATE 1 - CROSSWALK STRIPING:				$7,504.11		$8,432.88		$3,025.46		$3,337.35		$7,604.02		$2,897.00		$3,844.50		$4,072.50		$6,965.50
	TOTAL ALTERNATE 2 - TERRITORIAL ROAD TURN LANE STRIPING:				$5,765.46		$6,577.90		$1,771.35		$2,864.03		$7,415.70		$4,779.50		$2,468.30		$2,687.47		$6,804.00
	TOTAL ALTERNATE 3 - RUSH CREEK PARKWAY TURN LANE STRIPING:				$5,216.12		$5,989.64		$2,268.59		$2,570.48		$6,117.50		$4,263.00		$3,017.30		$7,913.08		$5,290.00
	TOTAL BASE BID + ALTERNATES				$807,691.93		$837,398.12		$839,449.15		$880,910.75		$906,490.57		$898,117.30		$907,544.60		$1,002,402.91		$1,078,398.86

Contractor Name and Address:	OMG Midwest Inc. dba Minnesota Paving & Materials 14475 Quiram Drive Rogers, MN 55374	North Valley, Inc. 20015 Iguana St. NW Ste 100 Nowthen, MN 55330	Park Construction Company 1481 81st Avenue NE Minneapolis, MN 55432	Valley Paving, Inc 8800 13th Ave E Shakopee, MN 55379	Northwest 1451 Stagecoach Road Shakopee, MN 55379	Bituminous Roadways Inc. 1520 Commerce Dr Mendota Heights, MN 55120	Asphalt Surface Technologies Corp. PO Box 1025 St. Cloud, MN 56302	C. S. McCrossan Construction, Inc. 7865 Jefferson Hwy. Maple Grove, MN 55369	Duininck, Inc. 408 6th Street Prinsburg, MN 56281
Phone:	763-428-8886	763-274-2580	763-786-9800	952-445-8615	952-445-1003	651-686-7001	(320) 363-8500	(763) 425-4167	320-978-6011
Email:	erik.beggs@minnpm.com	les@northvalleyinc.net	cborene@parkconstructionco.com	brent@valleypaving.com	nhendrickson@nwasphalt.net	info@bitroads.com	lanceastech@yahoo.com	estimating@mccrossan.com	justinz@duininck.com
Signed By:	Erik Beggs	Leslie A. Bloom	Charlie Borene	Brent Carron	Noah Hendrickson	Pam Hague	Dale K. Strandberg	Ken Beck	Justin Zustra
Title:	VP Preconstruction	President	Vice President	President	Estimator/PM	Secretary	Vice President	Estimating Manager	Vice President
Bid Security:	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond	Bid Bond
Addenda Acknowledged:	1	1	1	1	1	1	1	1	1

ITEM:

Resolution 25-2025 Authorizing Reconveyance of Real Property to the State of MN (PID 31-120-22-13-0010)

PREPARED BY:

Zach Doud, City Administrator
Amy Schmidt, City Attorney

POLICY DECISION / ACTION TO BE CONSIDERED:

Consider Approval of Resolution 25-2025

BACKGROUND:

There has been discussion over the last several months and discussion between the EDA and the City Council to reconvey the property at PID 31-120-22-13-0010 to remove the tax forfeit status so that the property could be acquired by the city. There was a negotiation team that was derived at the February 25, 2025, council work session that worked with the county to establish next steps in this process.

The property was originally acquired in 2016 and designated as a parking lot which is one of the seven allowable uses for a city to establish as a tax forfeiture use. Since its been in tax forfeiture, there has been 2 additional use deeds placed on the property, for road ROW (Dayton Parkway) and stormwater ponding (For Dayton Parkway and Opus site). The 2 additional uses would need to stay when the property is reconveyed to the State and Staff will work through that process.

It is intended that this property will be under the control of the EDA when it is purchased from the County. There will need to be direction at a future council meeting on how those funds would flow to the EDA as the EDA does not possess enough cash to complete the intended transaction.

RELATIONSHIP TO COUNCIL GOALS:

Encourage Diversity and Manage Thoughtful Development

RECOMMENDATION:

Staff recommends approval of Resolution 25-2025.

ATTACHMENT(S):

Resolution 25-2025

RESOLUTION NO. 25- 2025
CITY OF DAYTON
COUNTIES OF HENNEPIN AND WRIGHT

RESOLUTION AUTHORIZING RECONVEYANCE OF REAL PROPERTY TO THE STATE OF MINNESOTA AND ACQUISITION OF REAL PROPERTY FOLLOWING RECONVEYANCE

WHEREAS, on January 9, 2016, the State of Minnesota conveyed to the City of Dayton certain real property located in the City of Dayton, County of Hennepin, State of Minnesota, which is legally described as follows:

> THAT PART OF THE SW 1/4 OF NE 1/4 DESC AS BEG AT SE COR THOF ON AN ASSUMED BEARING OF S 88 DEG 22 MIN W ALONG S LINE THOF 9.37 FT TO CTR LINE OF TERRITORIAL RD TH N 61 DEG 05 MIN W ALONG SAID CTR LINE 715.06 FT TH N 23 DEG 14 MIN 56 SEC E 837.98 FT TO SWLY LINE OF BN RR R/W TH SELY ALONG SAID SWLY LINE TO E LINE OF SW 1/4 OF NE 1/4 TH S TO BEG EX ROAD UNPLATTED 31 012 22

(PID: 31.120.22.13.0010) (the "Property");

WHEREAS, the Property was conveyed by Commissioner's Deed No. 0211566, which is filed of record in the Office of the Hennepin County Recorder as Document No. A10279292, as of January 15, 2016;

WHEREAS, the Commissioner's Deed imposes a restriction on the Property that requires the City to use the Property for a Transit Hub—Park and Ride facility, right-of-way for Interstate Hwy. 94 Interchange, and additional storm water ponding;

WHEREAS, the City wishes to acquire fee ownership of the Property without the restriction on the Commissioner's Deed, and to do so, the City must reconvey the Property back to the State of Minnesota.

NOW, THEREFORE, be it resolved by the City Council of the City of Dayton, that

1. City Staff are authorized and directed to take all steps necessary to reconvey the Property to the State of Minnesota;

2. City Staff are authorized and directed to take all steps necessary to acquire fee ownership of the Property without restrictions from Hennepin County pursuant to Minnesota Statutes § 282.01, subd. 1a; and

3. The Mayor and City Clerk are authorized to execute all documents related to the reconveyance to the State of Minnesota, and the acquisition of the Property from Hennepin County.

Adopted by the City Council of the City of Dayton this ____ day of _____, 2025.
Motion made by Councilmember _____, seconded by Councilmember _____ _____.

Motion carried _____.

_____
Dennis Fisher, Mayor

ATTEST:

_____
Amy Benting, City Clerk

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