

AGENDA
CITY OF DAYTON, MINNESOTA
12260 S. Diamond Lake Road, Dayton, MN 55327
Tuesday, July 8, 2025

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

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

- 6:30 **CALL TO ORDER**
- 6:30 **PLEDGE OF ALLEGIANCE**
- 6:35 **APPROVAL OF AGENDA**
- 6:35 **CONSENT AGENDA** *These routine or previously discussed items are enacted with one motion. Any questions on items should have those items removed from consent agenda and approved separately.*
- A. Approval of Council Meeting Minutes of June 24, 2025
- B. Approval of Council Work Session Meeting Minutes of June 24, 2025
- C. Approval of Payment of Claims for July 08, 2025
- D. Approval of Resolution 45-2025; Brayburn Trails East 3rd Addition Final Plat
- E. Approval of Letter of Credit for Brayburn East 1st & 2nd Addition
- F. Approval of Resolution 46-2025; Dayton Creek Addition Final Plat
- G. Approval of Resolution 43-2025; Amended Joint Powers Agreement with North Metro Mayors
- H. Approval of Pay Request 2 for Irrigation Installation
- I. Approval of Pay Request 14 for Wellhead Treatment Plant
- J. Approval of Resolution 44-2025; Accepting Donation from Cemstone
- 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**
- Action Items**
- 7:00 K. Park Commission Appointment
- 7:10 L. Approval of Resolution 40-2025; DCM Farm Final Plat
- 7:50 M. Approval of Resolution 47-2025; Legacy Woods Final Plat
- 8:15 N. Approval of Conveyance and Removal of House at 15520 Lawndale Lane N
- 8:30 **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.

CALL TO ORDER

Fisher called the regular meeting of the Dayton City Council to order at 6:30 PM on Tuesday, June 10, 2025

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

ABSENT:

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

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

MOTION: *Motion made by Fashant, seconded by Henderson, to approve the agenda. Motion carried 5-0.*

Doud requested adding the personnel policy update as item K, which was tabled from the last council meeting, and moving the continued budget discussion to item L. Doud noted legal counsel was present to discuss the personnel policy if there were questions.

Doud also noted that item C on the consent agenda (approval of final plat for DCM Farms) had been swapped out for a pay application for the wellhead treatment plant to Magney Construction. Benting said DCM farms requested to be removed from the agenda and would be on the next agenda.

CONSENT AGENDA

- A. Approval of Council Meeting Minutes and Work Session Meeting Minutes of June 10, 2025
- B. Approval of Payment of Claims for June 24, 2025
- C. Approval of Pay Application 13 for the Wellhead Treatment Plant to Magney Construction
- D. Approval of Resolution 42-2025; Accepting Donation from Huttner Enterprises

Henderson asked about extrication training saw blades listed on page 42, which came out of the fire department's budget. Henderson suggested this should come out of the contingency fund (account 49999) instead of account 42260. Doud confirmed they would make that adjustment, as it is offset by tuition from other students and should not be charged directly to the department.

Fashant asked about two identical charges on page 26 for PD uniforms from Aspen Mills. Enga clarified these were for two different officers who received the same standard equipment.

Fashant also inquired about a \$711 charge for "May phones" on page 36. Benting explained this was a monthly charge for leasing desk phones that use voice over IP technology.

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

OPEN FORUM

Marcia Grover of 11320 Fernbrook Lane raised concerns about early morning noise from DCM construction vehicles and questioned the regulations on construction hours. Grover also referred to a Star Tribune article about Oppidan's data centers using significant utilities and opposed city financing for such companies.

Fisher confirmed construction hours are 7am to 7pm. For noise, Enga mentioned the need for a noise detection system to check for violations.

Lee Hallquist of 11471 Fernbrook Lane expressed frustration over increased traffic and ongoing construction disruptions affecting travel in his area, noted construction noise and vibrations early in the morning, and pointed out unresolved drainage issues.

Keith Grover of 11320 Fernbrook Lane provided insights on air brake noise, explaining louder jake brakes on large trucks. Grover suggested the city adopt an ordinance banning jake brakes, as other communities have done. Grover highlighted safety concerns at the Elm Creek Road and Rush Creek Parkway intersection and proposed temporary stop signs and future roundabouts. He noted more cut-through traffic due to detours.

STAFF, CONSULTANT, AND COUNCIL UPDATES

Doud provided two updates:

- The Housing First case: A judge granted the city's motion for summary judgment and denied Housing First's motion. Housing First now has 60 days to appeal or the case will be completed.
- Stop signs will be installed at Fernbrook and Rush Creek Parkway. The county confirmed this will be installed by July 10th, with a message board added on June 29th to notify drivers of the upcoming change.

Benting provided an update on legislative changes for remote meeting attendance. Council members no longer need to be in a public space when attending remotely. There is also no longer a limit on how many remote meetings can be done within a year. Benting noted the Park Commission appointment will be on the next agenda.

Farrell reported that Elizabeth held an event at Play Place in the Park at Rivers Bend Park, partnering with Hennepin County Library. There were 65 participants.

Van Asten inquired where the lighting ordinance was in progress. Stensgard replied it would be ready for Council by the second July meeting.

Fisher thanked the police chief and department for their diligence during the investigation of the Hoffman shootings. Discussion ensued about graphics on police and fire vehicles to identify easier.

COUNCIL BUSINESS

New Business

E. Telcom Concept Plan

Stensgard presented a concept plan for an industrial development proposed at the corner of West French Lake Road and 121st Avenue. Key points included:

- 8.43 acre site for a contractor's operation
- 26,096 sq ft building (18,096 sq ft warehouse, 8,000 sq ft office space)
- Single access on 121st Avenue aligning with nVent building across street
- Fenced outdoor storage area of over 45,000 sq ft
- Majority of outdoor storage areas are asphalt, with about 10,000 sq ft proposed as gravel

Stensgard noted the Planning Commission's discussion focused on the gravel portion of the outdoor storage area, as the I-1 district requires paved surfaces. Stensgard said staff would work with the developer to try to minimize the gravel area.

The applicant team of Tim McShane, Mark Muller, and John Rausch provided additional details on the business operations, equipment storage needs, and rationale for the gravel area. The team also raised concerns about the high level of City fees compared to other municipalities.

Council members discussed the gravel area issue and directed staff to look into amending the ordinance to allow some flexibility, rather than requiring a variance. Council also requested the applicant work with staff on fencing/screening plans and adding some ornamental trees to the landscaping plan while reducing the excessive number of shrubs required.

COUNCIL BUSINESS

Action Items

F. Planning Commission Appointment

Sevald presented the item to appoint a Planning Commission member for a term ending June 30, 2028. Six applications were received for the vacancy.

Council members discussed the candidates, with some favoring Keith Grover or Suzanne Jacobs for their historical knowledge and community experience, while others preferred Daniel Heinzmann for his technical expertise and long-term planning background.

MOTION: *Motion made by Van Asten, seconded by Fashant, to appoint Keith Grover to the Planning Commission. Motion carried 3-2 (nays Salonek and Henderson).*

G. Approval of Resolution 41-2025; Variance to Allow Construction of an Accessory Structure Exceeding the Height of the Principal Dwelling Located at 11250 E. French Lake Road

Stensgard presented a variance request to rebuild an accessory structure that was lost to fire, exceeding the height of the principal dwelling by about 1.5 feet.

Stensgard stated the Planning Commission had unanimously recommended approval. Council discussion focused on the 180-day window to apply after a non-conforming structure is lost, which had lapsed in this case.

After debate about the merits of the variance versus amending the ordinance, the council decided to approve the variance while also directing staff to look at amending the code to allow more flexibility for accessory structures in agricultural districts.

MOTION: *Motion made by Van Asten, seconded by Salonek to approve Resolution 41-2025 granting the variance based on the findings enumerated in the resolution. Motion carried 5-0.*

H. Resolution 39-2025; Approval of the Preliminary Plat and Site Plan Review of Dayton Interchange

Sevald presented the preliminary plat and site plan for a spec office/warehouse building with limited outdoor storage. The Planning Commission had recommended approval with some comments on building colors and shifting the trailer storage area.

Council discussion focused on landscaping requirements, with direction to reduce the excessive number of shrubs required and add more ornamental trees instead.

MOTION: *Motion made by Salonek, seconded by Van Asten to approve Resolution 39-2025 for the preliminary plat and site plan with direction to revise the landscaping plan. Motion carried 5-0.*

I. Dayton Interchange TIF

Jason Aarsvold from Ehlers presented information on a potential TIF district for the Dayton Interchange project. Key points included:

- Request for 8 years of tax increment, estimated at \$740,000 present value
- Analysis showed project meets statutory "but for" test
- Pay-as-you-go basis, no upfront City obligation
- City would retain 10% of increment

Council members expressed concerns about the lack of clear public benefit and questioned the need for assistance given the projected returns.

Scott Moe, the developer, shared the plan would attract multiple businesses and be a benefit to the City. Moe stated the City fees are higher than surrounding cities.

After further discussion, the council declined to approve the term sheet for TIF assistance.

J. Authorize Preparation of Plans and Specifications for the 125th Ave and East French Lake Road Mill and Overlay Project

Quisberg presented a proposal to move up the planned 2026 pavement improvements to 2025, taking advantage of favorable bid pricing on recent projects. The project with estimated cost around \$1 million would include:

- Mill and overlay on 125th Ave and East French Lake Road
- Addition of Stonehearth Ridge neighborhood
- Some culvert and storm sewer work

MOTION: *Motion made by Salonek, seconded by Fashant to approve the engineering proposal and authorize preparation of plans and specifications made. Motion carried 5-0.*

K. Personnel Policy Update

Doud presented the personnel policy update that had been tabled from the previous meeting. Key changes discussed:

- Removing random drug testing
- Clarifying that return-to-work testing only applies after leave related to substance abuse issues
- Maintaining stricter standards for public safety employees due to federal regulations

Council debated the policy, particularly around cannabis testing limitations. Hendrickson and Enga explained examples, current policies, and the need for testing.

MOTION: *Motion made by Salonek, seconded by Van Asten to approve the personnel policy update with removal of random testing. Motion carried 3-2 (nays Fashant and Fisher).*

L. Continued Budget Discussion

The council decided to postpone budget discussions. Doud requested council members send him their thoughts on the budget/levy within the next week to provide direction.

ADJOURNMENT

With no objections, Fisher adjourned the meeting at 9:41 pm.

Approved: _____

Attest: Amy Benting

CALL TO ORDER

Fisher called the work session meeting of the Dayton City Council to order at 5:00 PM on Tuesday, June 24, 2025.

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

ABSENT:

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

2026 CAPITAL IMPROVEMENT PLAN

Doud opened the discussion by acknowledging that the Capital Improvement Plan (CIP) was updated late and there might be issues to address. Doud mentioned focusing heavily on 2026 and 2027, with less emphasis on later years. Doud stated his intention to send an updated draft before July 4th.

Doud began by discussing the replacement of a utility trailer and a 1999 mower in the Parks Department. Doud noted that the mower was still in use despite its age, and the utility trailer had been in use since at least 2005. Fashant pointed out that there were three 60-inch mowers planned for replacement over three years. Martin Farrell clarified that one was a replacement for a 1999 model, another for a 2012 model, and the third was a new addition.

The discussion then moved to a utility tractor replacement, which Farrell described as a very useful piece of equipment with various attachments. The cost for this replacement was stated to be \$130,000.

Other items discussed for the Parks Department included:

- A bagger attachment for \$5,000
- Field marking equipment that had been moved up in the timeline
- A one-ton crew cab truck, which was clarified to be an additional vehicle rather than a replacement

For the Fire Department, the following items were discussed:

- Extrication tools for \$40,000
- An engine tender for \$475,000, which had already been paid for in 2023

The Police Department's items included:

- Taser lease
- Squad cars and equipment leasing for 10 vehicles
- Records management system funding

Public Works items included replacements of the following:

- A 2009 vehicle

- A hydraulic salt spreader
- A skid steer trailer

Doud mentioned that the road grader and packer, initially listed for 2027, would be pushed out to 2030.

The council discussed the proposed fire training facility, with Fisher expressing skepticism about its necessity and financial viability. After discussion, it was decided to move this item to 2031, potentially combining it with plans for a new fire station.

The meeting concluded with a brief discussion of pavement management projects, including intersection improvements on Fernbrook Lane. Doud noted that these projects would require partnership with the county and might need to be pushed back due to funding constraints.

Doud committed to providing an updated CIP document to the council by the following Friday and mentioned that further CIP discussions would likely occur on July 22nd and in September.

ADJOURNMENT

With no objections, Fisher adjourned the meeting at 6:16 pm.

Approved: _____

Attest: Amy Benting

Payments to be approved at City Council Meeting June 10 , 2025

	Totals
Claims Roster 06-10-2025	\$ 655,156.85
Prepaid 05-22-2025 EB	\$ 80,487.62
Prepaid 06-05-2025 EB	\$ 110,396.21

Total Payments:	\$ 846,040.68
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Payroll 05-22-2025 Bi-Weekly 11	\$ 107,017.48
Payroll 06-05-2025 Bi-Weekly 12	\$ 110,756.68

Check # sequence to be approved by City Council from meeting date of 06/10/2025:

Checks # 078985-079086

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
45965 45832	AIM ELECTRONICS INC PW; REPAIR/MAINT STRIKE/OUT DIGIT 101-45200-50220	06/24/2025 CHOYT	07/08/2025	535.00	535.00	Open	N 06/23/2025
9739 45831	ALEX AIR APPARATUS INC FD; REPAIR/MAINT 101-42260-50220	06/24/2025 CHOYT	07/08/2025	278.00	278.00	Open	N 06/20/2025
157422 45888	AME RED-E-MIX, INC PW;BLOCKS 101-43100-50520	06/30/2025 CHOYT	07/08/2025	4,500.00	4,500.00	Open	N 06/25/2025
356150 45838	ASPEN MILLS PD; UNIFORM-NEW EMPLOYEE 101-42120-50217	06/24/2025 CHOYT	07/08/2025	47.95	47.95	Open	N 06/18/2025
356149 45839	ASPEN MILLS PD; UNIFORM-GENERAL UNIFORM 101-42120-50217	06/24/2025 CHOYT	07/08/2025	47.95	47.95	Open	N 06/18/2025
BT3242046 45894	BAKER TILLY ADVISORY GROUP, LP MN DOLI REPORT ASSISTANCE THROUGH 101-41500-50300	07/01/2025 CHOYT	07/08/2025	3,660.00	3,660.00	Open	N 06/30/2025
2984855 45883	BEAUDRY PW; UNLEADED 87 -535.10 101-43100-50212	06/30/2025 CHOYT	07/08/2025	1,318.48	1,318.48	Open	N 06/30/2025
2984854 45884	BEAUDRY PW; ULS #2 DYED DIESEL -237.50 101-43100-50212	06/30/2025 CHOYT	07/08/2025	702.53	702.53	Open	N 06/25/2025
1259940 45866	BERGANKDV LTD FINAL AUDIT OF FINANCIAL STATEMENTS 101-41620-50301	06/27/2025 CHOYT	07/08/2025	38,400.00	38,400.00	Open	N 06/26/2025

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlnized Post Date
1468395 45886	BLACK & VEATCH WELL 4 & 5 FILTRATION DET DES; MAY 601-00000-16500	06/30/2025 CHOYT	07/08/2025	9,460.80	9,460.80	Open	N 06/30/2025
138741 45857	C. VISION PRODUCTION VIDEO TECH; JUNE 2025 226-41900-50430	06/27/2025 CHOYT	07/08/2025	3,075.00	3,075.00	Open	N 06/26/2025
06/23/2025 REIMBURSE 45827	CARISSA HOYT MILEAGE/BANK DEPOSITS;MAR-JUN 2025 101-41500-50331	06/23/2025 CHOYT	07/08/2025	84.00	84.00	Open	N 06/23/2025
7897 45898	CARSON,CLELLAND & SCHREDER CRIMINAL PROSECUTION; JUN 2025 101-41640-50305	07/01/2025 CHOYT	07/08/2025	2,000.00	2,000.00	Open	N 06/30/2025
06/21/2025 RELEASE 45830	CECELIA KOKULOKU DAC RENTAL DEPOSIT REFUND:EVENT 6/21 101-00000-21716	06/23/2025 CHOYT	07/08/2025	450.00	450.00	Open	N 06/23/2025
06/22/2025 CH 45896	CENTERPOINT ENERGY 8000014132-7 GAS SVCS; MAY 2025 101-43100-50383 101-41810-50383 101-41910-50383 101-43100-50383	07/01/2025 CHOYT PW; 5888628-4 MAY 2025 CH; 5895786-1 MAY 2025 AC; 5895789-5 MAY 2025 BROCKTON; 5914909-6 MAY 2025	07/08/2025	358.05	0.00	Paid	Y 06/25/2025
06/13/2025 45833	CENTURYLINK PW; WELLHOUSE 2/WATER SYSTEM SCADA 601-49400-50321 602-49400-50321	06/24/2025 CHOYT PW; 763 323-0023 WATER SYSTEM SCADA PW; 763 323-0975 WELLHOUSE 2 LANDLINE	07/08/2025	218.18	0.00	Paid	Y 06/24/2025
06/21/2025 45863	CENTURYLINK PW; 763 428-7345 JUN-JUL 2025 101-43100-50321	06/27/2025 CHOYT PW; 763 428-7345 JUN-JUL 2025	07/08/2025	47.44	0.00	Paid	Y 06/27/2025

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
4234318527 45818	CINTAS PW; UNIFORMS 101-43100-50217	06/20/2025 CHOYT PW; UNIFORMS	07/08/2025	124.44	124.44	Open	N 06/19/2025
4235084074 45858	CINTAS PW; UNIFORMS 101-43100-50217	06/27/2025 CHOYT PW; UNIFORMS	07/08/2025	124.44	124.44	Open	N 06/27/2025
5277665910 45859	CINTAS PW; FIRST AID CABINET RESTOCK 101-43100-50210	06/27/2025 CHOYT PW; FIRST AID CABINET RESTOCK	07/08/2025	67.81	67.81	Open	N 06/25/2025
9327347444 45902	CINTAS PW; EYEWASH SERVICE AGREEMENT 101-43100-50580	07/01/2025 CHOYT PW; EYEWASH SERVICE AGREEMENT	07/08/2025	198.36	198.36	Open	N 06/30/2025
6857 45821	CMT JANITORIAL SERVICES CONTRACT SERVICES-OFC CLEANING JUL 101-41910-50308 101-41810-50308	06/23/2025 CHOYT CONTRACT SERVICES-OFC CLEANING CONTRACT SERVICES-OFC CLEANING	07/08/2025	1,602.00	1,602.00	Open	N 06/20/2025
1458020 45880	COMPASS MINERALS AMERICA INC. PW; STREET MAINT-REPAIR 101-43100-50224	06/30/2025 CHOYT PW; STREET MAINT-REPAIR	07/08/2025	2,503.69	2,503.69	Open	N 06/30/2025
06/20/2025 ELECTRIC 45825	CONNEXUS ENERGY ELECTRIC SERVICES; MAY-JUN 2025 101-43100-50230 101-43100-50230 101-43100-50230 101-43100-50230 101-42130-50381 602-49400-50381 601-49400-50381 602-49400-50381 601-49400-50381 602-49400-50381 602-49400-50381	06/23/2025 CHOYT 172514- ST LIGHTS; 172516- ST LIGHTS; 172802- ST LIGHTS; 172803- ST LIGHTS; 173098- SIREN; 178838- 141ST OUTBUILDING; 299049- WELL#2; 299195- ROSEWOOD LIFT; 299380- WATER TOWER; 303882- PINEVIEW LIFT; 307062- HACKBERRY LIFT;	07/08/2025	6,110.82 39.66 2,367.35 63.10 246.75 21.40 35.10 2,663.03 58.47 150.51 44.33 104.16	0.00	Paid	Y 06/23/2025

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlnized Post Date
39517168 45892	COORDINATED BUSINESS SYSTEMS ENGINEER PRINTER-KYOCERA COPIER MAY- CHOYT 101-41810-50308	06/30/2025 CHOYT	07/08/2025	136.28	0.00	Paid	Y 06/23/2025
16462747/1 45895	CORNERSTONE PW; REPAIR/MAINT. 2008 FORD F550 101-43100-50220	07/01/2025 CHOYT	07/08/2025	648.22	648.22	Open	N 06/04/2025
25-1277 45836	DATAWORKS PLUS LLC RAPID ID MAINTENANCE FEE; 5/1/25- 101-42120-50308	06/24/2025 CHOYT	07/08/2025	1,122.16	1,122.16	Open	N 06/23/2025
06/25/2025 REIMBURSE 45900	DAVID FASHANT LMC CONFERENCE-DULUTH REIMBURSEMENT 101-41110-50331 101-41110-50331 101-41110-50208	07/01/2025 CHOYT	07/08/2025	261.10	261.10	Open	N 06/25/2025
95874 45849	EHLERS GO TAX INCREMENT BONDS; SERIES 2023A CHOYT 379-47000-50611	06/27/2025 CHOYT	07/08/2025	130,775.00	130,775.00	Open	N 06/27/2025
95872 45851	EHLERS GENERAL OBLIGATION BONDS; SERIES 355-47000-50611	06/27/2025 CHOYT	07/08/2025	25,281.25	25,281.25	Open	N 06/27/2025
97267 45852	EHLERS GO BOND; SERIES 2016A FISCAL AGENT 355-47000-50620	06/27/2025 CHOYT	07/08/2025	475.00	475.00	Open	N 06/27/2025
95870 45854	EHLERS GO IMPROV. REFUNDING BONDS; SERIES 342-41900-50611	06/27/2025 CHOYT	07/08/2025	80,625.00	80,625.00	Open	N 06/27/2025

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
97265 45855	EHLERS GO IMPROV. REFUNDING BONDS; SERIES 342-41900-50611	06/27/2025 CHOYT	07/08/2025	475.00	475.00	Open	N 06/27/2025
97266 45856	EHLERS GO IMPROV. REFUNDING BONDS; SERIES 342-41900-50620	06/27/2025 CHOYT	07/08/2025	475.00	475.00	Open	N 06/27/2025
95873 45850	EHLERS GO IMPROVEMENT BONDS; SERIES 2020A 378-47000-50611	06/27/2025 CHOYT	07/08/2025	12,225.00	12,225.00	Open	N 06/27/2025
95871 45853	EHLERS GO IMPROV. REFUNDING BONDS; SERIES 342-41900-50611	06/27/2025 CHOYT	07/08/2025	24,243.75	24,243.75	Open	N 06/27/2025
06/24/2025 REIMBURSE 45842	ELIZABETH DECKER MILEAGE; JUN 2025 101-41910-50331	06/24/2025 CHOYT	07/08/2025	9.80	9.80	Open	N 06/24/2025
0548549 45881	FERGUSON WATERWORKS PW; REPAIR/MAINT 601-49400-50220	06/30/2025 CHOYT	07/08/2025	338.15	338.15	Open	N 06/30/2025
IN200-2006091 45819	FORCE AMERICA DISTRIBUTING LLC PW; 5MB FLAT DATA PLAN-MAY 2025 101-43100-50210	06/20/2025 CHOYT	07/08/2025	340.00	340.00	Open	N 06/19/2025
5060334 45897	GOPHER STATE ONE-CALL 214 BILLABLE TICKETS; JUN 2025 601-49400-50220 602-49400-50220	07/01/2025 CHOYT	07/08/2025	577.80	577.80	Open	N 06/30/2025
21631 45822	GUIDANCEPOINT TECHNOLOGIES IT; CONTRACT SERVICES-PD NEW USERS 101-41810-50308	06/23/2025 CHOYT	07/08/2025	368.00	368.00	Open	N 06/21/2025

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
21626 45823	GUIDANCEPOINT TECHNOLOGIES IT; PROFESSIONAL SRVS=PD NEW USER 101-41820-50300	06/23/2025 CHOYT	07/08/2025	792.50	792.50	Open	N 06/21/2025
21620 45824	GUIDANCEPOINT TECHNOLOGIES IT; CONTRACT SERVICES-ASSIST 101-41810-50308	06/23/2025 CHOYT	07/08/2025	370.00	370.00	Open	N 06/21/2025
187843 45862	HASSAN SAND & GRAVEL, INC PW; RECYCLED CLASS 5 -59.82 101-43100-50224	06/27/2025 CHOYT	07/08/2025	957.12	957.12	Open	N 06/26/2025
7109960 45844	HAWKINS, INC PW; CHEMICALS 601-49400-50216	06/25/2025 CHOYT	07/08/2025	5,099.45	5,099.45	Open	N 06/19/2025
07/01/2025 REIMBURSE 45899	HAYDEN STENSGARD MILEAGE REIMBURSEMENT; APR-JUN 2025 101-41710-50331	07/01/2025 CHOYT	07/08/2025	104.58	104.58	Open	N 07/01/2025
1000248186 45841	HENNEPIN COUNTY SHERIFFS OFFIC PD; PER DIEM AND PROCESSING-MAY 2025 101-42120-50306	06/24/2025 CHOYT	07/08/2025	109.72	0.00	Paid	Y 06/12/2025
06/28/2025 RELEASE 45867	JOLENE DOCKENDORF DAC RENTAL DEPOSIT REFUND:EVENT 6.28 101-00000-21716	06/30/2025 CHOYT	07/08/2025	300.00	300.00	Open	N 06/30/2025
2023-0081 LANDSCAPE 45860	M/I HOMES OF MPLS 14394 KINGSVIEW LN N LANDSCAPE 420-00000-22100	06/27/2025 CHOYT	07/08/2025	3,000.00	3,000.00	Open	N 06/27/2025
2023-0135 LANDSCAPE 45861	M/I HOMES OF MPLS 14382 KINGSVIEW LN N LANDSCAPE 420-00000-22100	06/27/2025 CHOYT	07/08/2025	3,000.00	3,000.00	Open	N 06/27/2025

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlnized Post Date
06/24/2025 PAY13							
45835*	MAGNEY CONSTRUCTION INC PAY APP 13; WELL HEAD TREATMENT 4 & CHOYT 601-00000-16500 601-00000-20600	06/24/2025 CHOYT PAY APP 13;WELL HEAD TREATMENT 4 & 5 RETAINAGE PAYABLE	07/08/2025	239,382.06 251,981.12 (12,599.06)	0.00	Paid	Y 06/24/2025
7-2-2025							
45906*	MAGNEY CONSTRUCTION INC PAY APP #14 WELL HEAD TREATMENT 4 & DBRUNETTE 601-00000-16500 601-00000-20600	07/02/2025 DBRUNETTE PAY APP 14 ;WELL HEAD TREATMENT 4 & 5 RETAINAGE PAYABLE	07/02/2025	191,897.08 201,996.92 (10,099.84)	191,897.08	Open	N 07/02/2025
50357							
45870	MENARDS - MAPLE GROVE PW; SUPPLIES 101-43100-50210	06/30/2025 CHOYT PW; SUPPLIES	07/08/2025	54.11 54.11	54.11	Open	N 06/09/2025
50608							
45871	MENARDS - MAPLE GROVE PW; OPERATING SUPPLIES 101-41910-50210	06/30/2025 CHOYT PW; OPERATING SUPPLIES	07/08/2025	160.53 160.53	160.53	Open	N 06/14/2025
51175							
45872	MENARDS - MAPLE GROVE PW; SUPPLIES 101-43100-50210	06/30/2025 CHOYT PW; SUPPLIES	07/08/2025	132.73 132.73	132.73	Open	N 06/24/2025
51018							
45873	MENARDS - MAPLE GROVE PARKS; SUPPLIES 101-45200-50210	06/30/2025 CHOYT PARKS; SUPPLIES	07/08/2025	186.28 186.28	186.28	Open	N 06/21/2025
49232							
45879	MENARDS - MAPLE GROVE PW; SUPPLIES 101-43100-50210	06/30/2025 CHOYT PW; SUPPLIES	07/08/2025	19.92 19.92	19.92	Open	N 05/19/2025
25750							
45829	MIDWEST WASH SYSTEMS LLC PW; OPERATING SUPPLIES 101-43100-50210	06/23/2025 CHOYT PW; OPERATING SUPPLIES	07/08/2025	179.12 179.12	179.12	Open	N 06/20/2025
74408							
45875	MIDWEST WASH SYSTEMS LLC PW; PRESSURE WASHER HOSE 101-43100-50220	06/30/2025 CHOYT PW; PRESSURE WASHER HOSE	07/08/2025	179.12 179.12	179.12	Open	N 06/20/2025

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
1099535 45826	MINNESOTA DEPARTMENT OF HEALTH STATEWIDE HOSPITALITY FEE-2025/12260 CHOYT 101-41910-50210	06/23/2025 CHOYT	07/08/2025	40.00	0.00	Paid	Y 06/23/2025
P51185 45876	MINNESOTA EQUIPMENT PARKS; REPAIR/MAINT 101-45200-50220	06/30/2025 CHOYT PARKS; REPAIR/MAINT	07/08/2025	96.20	96.20	Open	N 06/25/2025
P51226 45877	MINNESOTA EQUIPMENT PARKS; MOWER PARTS 101-45200-50220	06/30/2025 CHOYT PARKS; MOWER PARTS	07/08/2025	328.40	328.40	Open	N 06/26/2025
7/2/2025 GO 45905	MN PUBLIC FACILITIES DEBT SRV G.O. BOND 348-41900-50611 348-41900-50601	07/02/2025 DBRUNETTE BOND INTEREST DEBT SRV BOND PRINCIPAL	07/02/2025	44,819.40 1,819.40 43,000.00	44,819.40	Open	N 07/02/2025
017725 45864	MSA PROFESSIONAL SERVICES, INC. DAYTON CROW/MISSISSIPPI BOAT ACCESS 408-45300-50300	06/27/2025 CHOYT DAYTON CROW/MISSISSIPPI BOAT ACCESS	07/08/2025	1,086.00	1,086.00	Open	N 06/27/2025
017727 45865	MSA PROFESSIONAL SERVICES, INC. ELSIE STEPHENS CANOE/KAYAK LAUNCH 408-45300-50300-2006	06/27/2025 CHOYT ELSIE STEPHENS CANOE/KAYAK LAUNCH	07/08/2025	28.00	28.00	Open	N 06/27/2025
001908746978 45903	MUTUAL OF OMAHA G000CL6X: STD/LTD PREMIUM-JUL 2025 101-00000-21705	07/01/2025 CHOYT G000CL6X: STD/LTD PREMIUM-JUL 2025	07/08/2025	1,419.26 1,419.26	1,419.26	Open	N 06/30/2025
394368 45868	NAPA AUTO PARTS PW; OPERATING SUPPLIES 101-43100-50210	06/30/2025 CHOYT PW; OPERATING SUPPLIES	07/08/2025	244.23	244.23	Open	N 06/10/2025
394633 45869	NAPA AUTO PARTS PARKS; PAINT SPRAYER WHEEL BEARINGS 101-45200-50220	06/30/2025 CHOYT PARKS; PAINT SPRAYER WHEEL BEARINGS	07/08/2025	31.63	31.63	Open	N 06/11/2025

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlnized Post Date
395262 45874	NAPA AUTO PARTS PD; REPAIR/MAINT OIL FILTER 101-42120-50220	06/30/2025 CHOYT PD; REPAIR/MAINT OIL FILTER	07/08/2025	61.08 61.08	61.08	Open	N 06/17/2025
06/30/2025 PAY2 45904*	PETERSON COMPANIES, INC PAY APP 2; 2024 PARK 405-41900-50530 405-00000-20600	07/01/2025 CHOYT PAY APP 2; 2024 PARK IMPROV. IRRIGATION RETAINAGE PAYABLE	07/08/2025	194,589.64 204,831.20 (10,241.56)	194,589.64	Open	N 07/01/2025
06/12/2025 REFUND 45893	PLC INVESTMENTS RENTAL LICENSES REFUND FROM RECEIPT 101-40300-32160	06/30/2025 CHOYT RENTAL LICENSES REFUND	07/08/2025	150.00 150.00	150.00	Open	N 06/12/2025
H27510 45878	ROGERS TRUE VALUE PW; OPERATING SUPPLIES 101-43100-50210	06/30/2025 CHOYT PW; OPERATING SUPPLIES	07/08/2025	29.38 29.38	29.38	Open	N 06/05/2025
06/18/2025 GTEL 45845	SOUTH LAKE MINNETONKA POLICE DEPT PD; 1/14 COST OF GTEL INVOICE 1623 401-42120-50580	06/25/2025 CHOYT PD; 1/14 COST OF GTEL INVOICE 1623	07/08/2025	18.75 18.75	18.75	Open	N 06/18/2025
06/18/2025 45846	SOUTH LAKE MINNETONKA POLICE DEPT PD; 1/14 COST INV 11436- 1/14 COST 401-42120-50580	06/25/2025 CHOYT PD; 1/14 COST 11436- 1/14 COST 12054	07/08/2025	21.88 21.88	21.88	Open	N 06/18/2025
MAY 2025 45834	STANTEC CONSULTING SERVICES INC. ENGINEERING SVCS; MAY 2025 101-41630-50303 101-41630-50303 101-41660-50308 601-49400-50303 602-49400-50303 415-41900-50300 414-41900-50303 601-49400-50303 602-49400-50303 411-43100-50303-6065 411-43100-50303-6098	06/24/2025 CHOYT GEN. ENGINEERING RETAINER; MAY 2025 GEN. ENGINEERING; MAY 2025 BUILDING PERMIT ACTIVITIES; MAY 2025 WATER SUPPLY & DISTRIBUTION; MAY 2025 SANITARY SEWER SYSTEM; MAY 2025 STORMWATER; MAY 2025 TRANSPORTATION; MAY 2025 GIS/MAPPING; MAY 2025 GIS/MAPPING; MAY 2025 BRAYBURN TRAILS; MAY 2025 SUNDANCE GREENS; MAY 2025	07/08/2025	151,136.36 4,500.00 7,367.40 6,684.00 7,001.20 1,214.40 5,082.60 9,752.00 1,284.90 1,284.90 4,161.66 1,729.07	151,136.36	Open	N 05/31/2025

Inv Num Inv Ref#	Vendor Description	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
I1768213 45837	GL Distribution						
	411-43100-50303-6075		CLOQUET ISLAND ESTATES (CYPRESS) MAY 2025	545.76			
	411-43100-50303-6120		SUNDANCE GREENS-LENNAR; MAY 2025	1,903.97			
	411-43100-50303-6143		RIVERWALK; MAY 2025	6,603.26			
	411-43100-50303-6150		THE CUBES OF FRENCH LAKE (CRG) MAY 2025	429.20			
	411-43100-50303-6149		KWIK TRIP-MAPLE CT MAY 2025	1,456.06			
	411-43100-50303-6147		BRAYBURN TRLS / LEE PROPERTY; MAY 2025	8,034.42			
	411-43100-50303-6180		PKWY NEIGHBORHOOD; MAY 2025	1,442.75			
	411-43100-50303-6170		DAYTON CREEK ADDITION; MAY 2025	1,570.00			
	411-43100-50303-6165		OPUS; MAY 2025	1,754.06			
	411-43100-50303-6178		FISHER APPLE ORCHARD; MAY 2025	420.75			
	601-49400-50303		DAYTON WATER PLANS; MAY 2025	6,154.80			
	602-49400-50303		DAYTON SEWER PLANS; MAY 2025	176.00			
	410-41900-50300		HAZARD MITIGATION GRANT PROGRAM; MAY	1,567.60			
	411-43100-50303-6198		TERRITORIAL GROVE; MAY 2025	2,998.25			
	411-43100-50303-6204		SCANY PROPERTY (NORTH); MAY 2025	5,053.50			
	405-41900-50303		PARKS;	644.00			
	408-45300-50303		ELSIE STEPHENS CANOE/KAYAK; MAY 2025	714.40			
	414-41900-50303		2025 S DIAMOND LK IMPROV; MAY 2025	2,040.67			
	225-41710-50300		LENT PROPERTIES PHASE 1;MAY 2025	6,702.85			
	411-43100-50303-6203		DAYTON DCM FARMS EAW; MAY 2025	7,681.13			
	408-45300-50303		N DIAMOND LK RD TRL CROSSING;MAY 2025	2,972.80			
	414-41900-50303		SPANIER ADDITION PHASE 1 ESA; MAY 2025	220.80			
	414-41900-50303		DAYTON PKWY TRAFFIC SIGNALS; MAY 2025	17,752.40			
I1768896 45847	411-43100-50303-6128		SCANNELL PROPERTIES; MAY 2025	5,035.00			
	411-43100-50303-6182		BERNERS; MAY 2025	88.00			
	411-43100-50303-6216		TELCOM; MAY 2025	748.00			
	601-00000-16500		DATYON WELLHOUSE #5; MAY 2025	7,960.60			
	414-41900-50303		CENTRAL PK PARKING LOT IMPROV; MAY 2025	342.40			
	601-49400-50303-2005		TERRITORIAL RD WATERMAIN; MAY 2025	720.00			
	602-49400-50303		113TH AVE TRUNK SEWER EXTENSION; MAY	7,340.80			
	STREICHERS, INC	06/24/2025	07/08/2025	1,863.89	1,863.89	Open	N
	PD; GENERAL UNIFORM NEW EMPLOYEE	CHOYT					06/20/2025
	101-42120-50217		PD; GENERAL UNIFORM	1,863.89			
I1768896 45847	STREICHERS, INC	06/25/2025	07/08/2025	246.87	246.87	Open	N
	PD; OTHER EQUIPMENT-SPRAY	CHOYT					06/25/2025
I1769327 45887	101-42120-50580		PD; OTHER EQUIPMENT-SPRAY	246.87			
I1769327 45887	STREICHERS, INC	06/30/2025	07/08/2025	1,863.89	1,863.89	Open	N
	PD; GENERAL UNIFORM	CHOYT					06/30/2025

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
06/23/2025 PD 45890	T MOBILE PD; 990673330 CELL SVC MAY-JUN 2025 CHOYT 101-42120-50320 PD; 990673330 CELL SVC MAY-JUN	06/30/2025 CHOYT	07/08/2025	1,273.66 1,273.66	0.00	Paid	Y 06/23/2025
06/23/2025 CH/PW 45891	T MOBILE CH/PW; 990673180 CELL SVC MAY-JUN 101-43100-50321 PW; CELL SVC 601-49400-50321 PW; CELL SVC 602-49400-50321 PW; CELL SVC 101-41910-50321 AC; CELL SVC 101-41710-50321 PLANNING; CELL SVC 101-41310-50320 CH;ADMINISTRATOR CELL SVC 101-41420-50320 CH; CLERK CELL SVC 101-41500-50320 CH; HOT SPOT	06/30/2025 CHOYT	07/08/2025	1,002.47 590.83 51.28 53.27 113.05 82.99 39.85 39.85 31.35	0.00	Paid	Y 06/23/2025
INV121012 45840	TARGET SOLUTIONS LEARNING PD; SUBSCRIPTION FTO TRACKER 2025- 101-42120-50205 PD; SUBSCRIPTION FTO TRACKER 2025-2026	06/24/2025 CHOYT	07/08/2025	578.81 578.81	578.81	Open	N 06/20/2025
11693 45848	TOTAL CONTROL SYSTEMS, INC PW; WELL #4 STARTUP 601-49400-50220 PW; WELL#4 STARTUP	06/26/2025 CHOYT	07/08/2025	2,542.21 2,542.21	2,542.21	Open	N 06/26/2025
11729 45889	TOTAL CONTROL SYSTEMS, INC PW; WELL #1,2 AND 4 CRADLEPOINT 601-49400-50220 PW; WELL #1,2.AND 4 CRADLEPOINT 4/1-6/30	06/30/2025 CHOYT	07/08/2025	405.00 405.00	405.00	Open	N 06/30/2025
6115792483 45828	VERIZON WIRELESS PW;CELL SERVICE;MCM SEWER MAY-JUN 602-49400-50321 PW;CELL SERVICE;MCM SEWER MAY-JUN	06/23/2025 CHOYT	07/08/2025	150.18 150.18	0.00	Paid	Y 05/31/2025
932088013 45817	XCEL ENERGY 51-5815803-3 F SIREN; MAY-JUN 2025 CHOYT 101-42130-50381 51-5815803-3 F SIREN; MAY-JUN	06/20/2025 CHOYT	07/08/2025	4.35 4.35	0.00	Paid	Y 06/01/2025

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
931988673 45820	XCEL ENERGY 51-4585810-2 PRO LGT; MAY-JUN 2025 602-49400-50381 602-49400-50381	06/20/2025 CHOYT	07/08/2025	118.84	0.00	Paid	Y 05/31/2025
932926905 45843	XCEL ENERGY 51-0012400696-3;RUSH CR; MAY-JUN 101-45200-50381	06/25/2025 CHOYT	07/08/2025	22.46	0.00	Paid	Y 06/25/2025
933369599 45885	XCEL ENERGY 51-4585810-2 S DIAMOND LK; MAY-JUN 602-49400-50381	06/30/2025 CHOYT	07/08/2025	36.20	0.00	Paid	Y 06/30/2025
07/01/2025 REIMBURSE 45901	ZACH DOUD MILEAGE REIMBURSEMENT; APR-JUN 2025 101-41310-50331 101-41500-50331	07/01/2025 CHOYT	07/08/2025	745.50	745.50	Open	N 07/01/2025
39735 45882	ZONEONE LOCATING PW; FAULT FINDING LABOR 101-45200-50220	06/30/2025 CHOYT	07/08/2025	249.00	249.00	Open	N 06/13/2025
# of Invoices:	90	# Due:	75	Totals:	1,205,419.31	956,408.60	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	
Net of Invoices and Credit Memos:				1,205,419.31	956,408.60		
* 3 Net Invoices have Credits Totalling:				(32,940.46)			

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlnz
Inv Ref#	Description	Entered By					Post Date
GL Distribution							
---- TOTALS BY FUND ----							
101 - GENERAL FUND				95,234.58	89,289.48		
225 - EDA				6,702.85	6,702.85		
226 - CABLE				3,075.00	3,075.00		
342 - 2014A & 2015A NE UTILITIES				105,818.75	105,818.75		
348 - 2009A & 2010 W FRENCH LK RD				44,819.40	44,819.40		
355 - 2016A PW/PD FACILITY				25,756.25	25,756.25		
378 - 2020A DAYTON PARKWAY INTERCH				12,225.00	12,225.00		
379 - 2023A CRG TIF BOND				130,775.00	130,775.00		
401 - CAPITAL EQUIPMENT				40.63	40.63		
405 - PARK DEDICATION				195,233.64	195,233.64		
408 - PARK TRAIL DEVELOPMENT				4,801.20	4,801.20		
410 - CAPITAL FACILITIES				1,567.60	1,567.60		
411 - DEVELOPER ESCROWS				51,654.84	51,654.84		
414 - PAVEMENT MANAGEMENT AND IMPR				30,108.27	30,108.27		
415 - STORMWATER				5,082.60	5,082.60		
420 - LANDSCAPE ESCROWS				6,000.00	6,000.00		
601 - WATER FUND				475,509.06	233,153.09		
602 - SEWER FUND				11,014.64	10,305.00		
---- TOTALS BY DEPT/ACTIVITY ----							
00000 -				446,628.24	207,246.18		
40300 - Licenses / Permits				150.00	150.00		
41110 - Council				261.10	261.10		
41310 - Administration				771.35	731.50		
41420 - City Clerk				39.85	0.00		
41500 - Finance				3,789.35	3,758.00		
41620 - Audit Services				38,400.00	38,400.00		
41630 - Engineering Services				11,867.40	11,867.40		
41640 - Legal Services				2,000.00	2,000.00		
41660 - Inspection Service				6,684.00	6,684.00		
41710 - Plannning & Economic Dev				6,890.42	6,807.43		
41810 - Central Services				1,959.09	1,738.00		
41820 - Information Technology				792.50	792.50		
41900 - General Govt				395,946.82	395,946.82		
41910 - Activity Center				1,014.13	772.33		
42120 - Patrol and Investigate				7,256.61	5,873.23		
42130 - Emergency Mgmt				43.15	0.00		
42260 - Fire Suppression				278.00	278.00		
43100 - Public Works				67,817.72	63,978.54		
45200 - Parks				1,448.97	1,426.51		
45300 - Trail Development				4,801.20	4,801.20		
47000 - Debt Service (GENERAL)				168,756.25	168,756.25		

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
GL Distribution							
--- TOTALS BY DEPT/ACTIVITY ---							
49400	- Utilities			37,823.16	34,139.61		

ITEM:

Resolution 45-2025; Approving the Final Plat and Development Agreement for Brayburn Trails East 3rd Addition

APPLICANT:

Carla Dunham, TCLD LF2 Brayburn II, LLC.

PREPARED BY:

Hayden Stensgard, Planner II

POLICY DECISION / ACTION TO BE CONSIDERED:

Motion to Approve the Final Plat and Development Agreement for Brayburn Trails East 3rd Addition.

BACKGROUND:

TCLD LF2 Brayburn II (applicant) is requesting review and approval of the Final Plat of Brayburn Trails East 3rd Addition, consisting of 36 single-family residential lots a part of the overall Brayburn Trails East preliminary plat previously approved on December 1, 2022, which consisted of 239 single-family residential lots. Brayburn Trails East 3rd Addition's 36 buildable lots and one outlot incorporate all of Outlot B, Brayburn Trails East 2nd Addition, and is the last phase of development in connection with the Preliminary Plat.

Included within the Development Agreement is an additional escrow amount the developer has agreed to submit regarding future improvements on Fernbrook Lane North. The terms of this Escrow Agreement include a cash deposit of \$125,000. The Escrow Agreement also includes a sunset date for the use of the funds provided at 10 years. It is anticipated that improvements to the referenced intersection will take place within that timeframe. These funds are eligible for improvements efforts such as studies, design, and construction.

CRITICAL ISSUES:

There are no outstanding issues.

60/120-DAY RULE (IF APPLICABLE):

	60-Days	120-Days	Applicant's Requested Extension
Final Plat	March 16, 2025	July 3, 2025	July 8, 2025

RELATIONSHIP TO COUNCIL GOALS:

N/A

RECOMMENDATION:

Staff recommends approval of Resolution No. 45-2025, approving the Final Plat and Development Agreement for Brayburn Trails East 3rd Addition. The final plat is consistent with the preliminary plat previously approved, and the plat is consistent with the R-3 residential zoning district standards.

ATTACHMENT(S):

Aerial Photo
Resolution 45-2025

Draft Development Agreement for Brayburn Trails East 3rd Addition
Final Plat of Brayburn Trails East 3rd Addition
Civil Plan Set
Engineer Comment Letter, dated June 12, 2025



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

RESOLUTION NO. 45-2025

**APPROVAL OF FINAL PLAT AND DEVELOPMENT AGREEMENT FOR
BRAYBURN TRAILS EAST 3RD ADDITION**

WHEREAS, TCLD LF2 Brayburn II, 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 Brayburn Trails East 3rd Addition, a 36 single-family lot development, on property legally described as the following:

Outlot B, Brayburn Trails East 2nd Addition

WHEREAS, the City Council on December 13, 2022, passed Resolution No. 86-2022 approving the Preliminary Plat for Brayburn Trails East, prepared by Alliant, Inc., and Ordinance 2022-21 rezoning the Property to R-3, Single-Family Attached and Detached District. The Brayburn Trails East 3rd Addition plat consists of 36 Single-family Lots and one outlot (hereinafter referred to as the “Final 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 July 8, 2025 meeting considered the matter and approved the Final Plat of Brayburn Trails East 3rd Addition, including a draft development agreement, subject to minor changes and 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 36 new buildable single-family lots, and one outlot as shown in Exhibit B, the Final Plat.
2. The Plat shall be known as Brayburn Trails East 3rd Addition.
3. The Developer has submitted, for the City’s review and approval, the Final Plat and final plans for the Property prepared by Alliant, Inc. (hereinafter referred to as the “Final Plans”)
4. The Final plat will include private and public 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 Brayburn Trails East 3rd Addition, and the Mayor and City Clerk are hereby authorized to execute the same, subject to the conditions set forth below that must be met, to the satisfaction of the City, prior to release of the Final Plat, unless otherwise stated:
 - A. The conditions and requirements of City Council Resolution No. 86-2022 and this Resolution (Res. No. 45-2025 and modifications to the Development Agreement) must be satisfied to the satisfaction of the City within the timeframes set forth therein, including, but not limited to, the installation of public improvements pursuant to the Final Plans and Construction Plans.
 - B. The Construction Plans and Final Plat shall be modified as required based on Engineering prior to a preconstruction meeting. A notice to proceed shall be issued before a preconstruction meeting is scheduled.
 - C. The Developer shall address all engineering comments identified in the Memo dated June 12, 2025, and subsequent memos, to the

satisfaction of the City Engineer prior to release of the Final Plat and Development Agreement for recording.

- 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 may be issued upon submittal of adequate surety, shall be issued until the City is provided with recording information. In addition, the approvals granted herein and the attached 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 (\$31,000). 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 8th day of July 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

Outlot B, Brayburn Trails East 2nd Addition

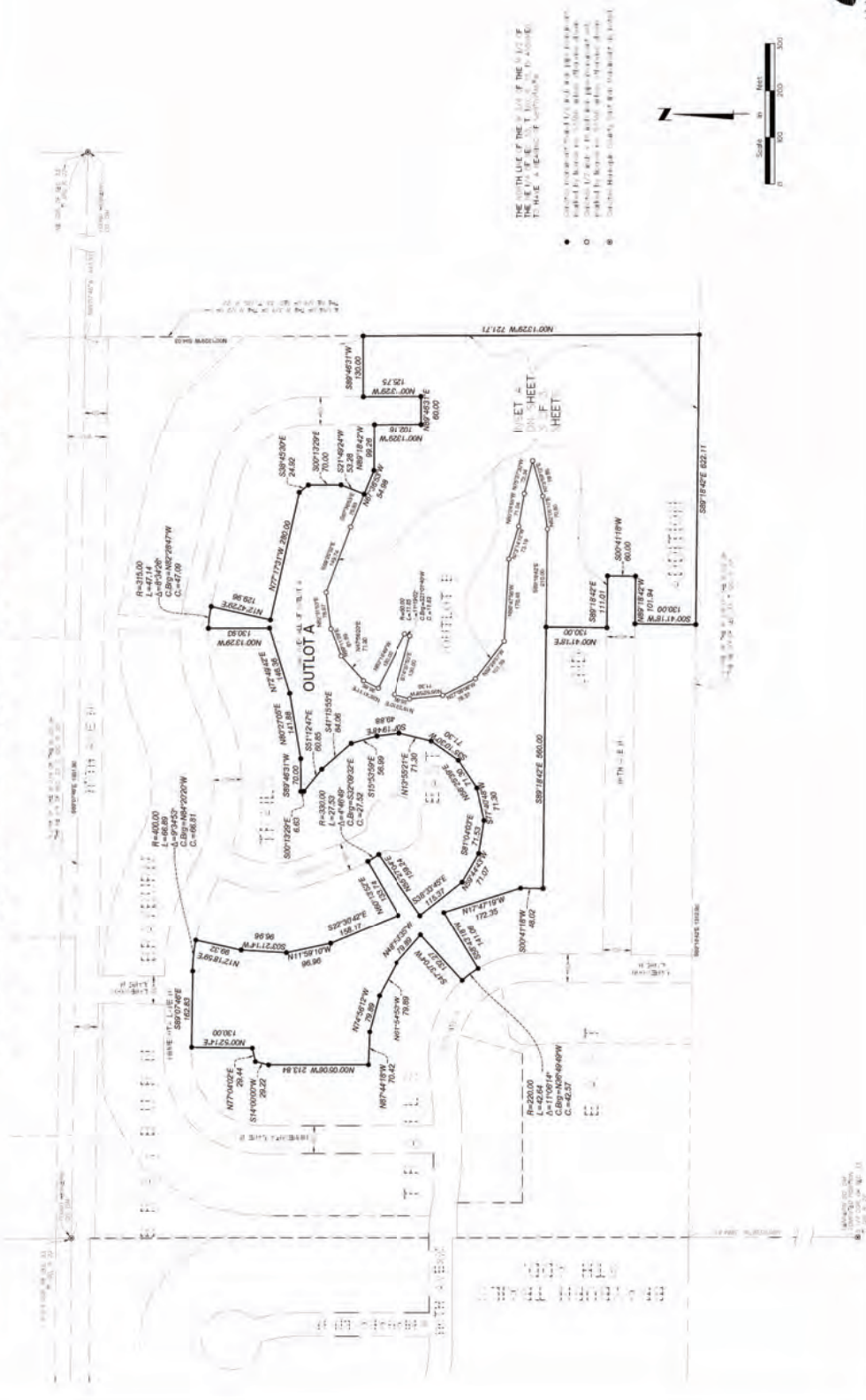
To be platted as:

Lots 1 through 7, inclusive, Block 1; Lots 1 through 14, inclusive, Block 2; Lots 1 through 6, inclusive, Block 3; Lots 1 and 2, Block 4; Lots 1 through 7, inclusive, Block 5; and Outlot A, BRAYBURN TRAILS EAST 3RD ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota

6

31

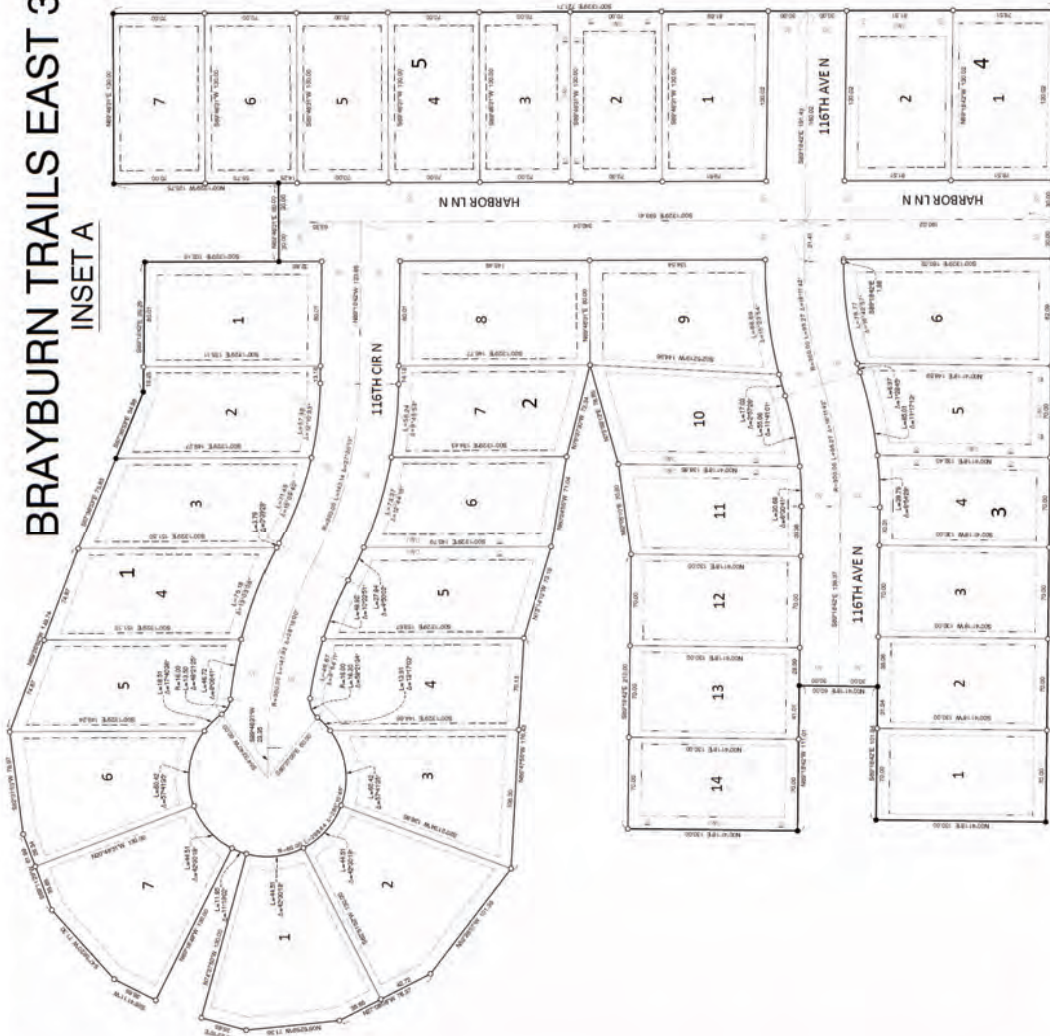
BRAYBURN TRAILS EAST 3RD ADDITION



THE NORTH LINE OF THE LOT IF THE LOT IS
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BRAYBURN TRAILS EAST 3RD ADDITION INSET A



SHADE AND TRAIL EASEMENT HEREIN



Notes: 1. This is a preliminary plan and should not be used for construction. 2. The plan is subject to change without notice. 3. The plan is subject to the terms and conditions of the subdivision map.

THE USE OF THIS PLAN IS LIMITED TO THE PURPOSES SET FORTH IN THE SUBDIVISION MAP AND NO OTHER USES ARE PERMITTED.

- The plan is subject to the terms and conditions of the subdivision map.
- The plan is subject to the terms and conditions of the subdivision map.
- The plan is subject to the terms and conditions of the subdivision map.
- The plan is subject to the terms and conditions of the subdivision map.



ALLIANT
SURVEYING

Sheet 1 of 2

EXHIBIT C

DEVELOPMENT AGREEMENT

(Developer Installed Improvements)

BRAYBURN TRAILS EAST 3RD ADDITION

This **DEVELOPMENT AGREEMENT** (“Agreement”) dated July 8, 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 **TCLD LF2 Brayburn II, LLC**, a Minnesota limited liability company (Domestic), whose principal place of business is located at 4800 Olson Memorial Highway, Suite 100, Golden Valley, MN 55422 (“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 ***BRAYBURN TRAILS EAST 3RD ADDITION*** (the “Plat” or the “Project”), consisting of 36 single-family lots and one (1) outlot; and
- C. On December 13, 2022, the City Council for the City of Dayton adopted Resolution 86-2022, approving the PRELIMINARY Plat as prepared by Twin Cities Land Development, 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, including future corridor improvements that will serve the Project.

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 120 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)

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.

11. **Time of Performance; Paving.**

A. *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.

B. *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 constitute approval to proceed with the paving but 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 the Project, 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.**

A. 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, if needed, immediately adjacent to the Project. At a minimum, scraping and sweeping shall take place on a weekly basis. A copy of the street sweeping contract shall be approved by the City

before grading is started. The street sweeping contract shall provide that the City may direct the contractor to clean the streets and bill Developer.

B. 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.

C. Construction traffic access and egress for grading, public utility construction, and street construction is restricted to 117th Avenue. 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 \$31,000 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 125 percent (125%) of the claim(s) and deposit the funds in compliance with the Rule, and upon such deposit, Developer shall release, discharge, and dismiss the City from any further proceedings as it pertains to the performance bond deposited with the District Court, except that the Court shall retain jurisdiction to determine attorneys' fees pursuant to this Agreement.

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 36 residential units, for a total of \$98,172. 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 36 residential units, for a total of \$153,036. 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 36 residential units, for a total of \$132,084.

22. **Park Dedication.** Developer will pay a park dedication fee of \$87,454.39 at the time of final Plat approval. Land dedication (Outlot B, Brayburn Trails East) was dedicated in lieu of fees as part of the First Addition. Outlot B is 3.85 acres, which accounts for 65.8% of the required 5.85 acres of park dedication (\$4,497 x 36 units = \$161,892 x .342 = \$55,367.06).

23. **Trail Dedication.** Developer will pay a trail dedication fee at the time of final Plat approval of \$100,656, less the credit amount of \$6,400 for the portion of an 8' public trail to be constructed, for a total of 94,256. The trail dedication is calculated at \$2,796 x 36 units, less the \$6,400 trail credit.

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 30, 2022.

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. December 1, 2022 City Council meeting, approving the Preliminary Plat of Brayburn Trails II (Resolution 86-2022).
- ii. February 13, 2024 City Council meeting, approving the Final Plat of Brayburn Trails East. (Resolution 04-2024).
- iii. June 25, 2024 City Council meeting, approving the Final Plat of Brayburn Trails East 2nd Addition (Resolution 33-2024).
- iv. July 8, 2025 City Council meeting, approving the Final Plat of Brayburn Trails East 3rd Addition (Resolution 45-2025).

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 format, and AutoCAD.

H. Developer is required to establish and maintain a buffer around all wetlands averaging 25 feet, with a minimum width of 10 feet. Developer shall be responsible for placing wetland buffer monuments with location subject to review and approval by the City Engineer. 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 June 12, 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.

M. *Escrow for Corridor Improvements.* Due to the expected increase in vehicle trips through the Fernbrook Lane North Corridor (the "Corridor") that will be partially attributable to the Plat, it is anticipated that the Corridor will require future improvements to serve the Plat and surrounding area. To cover a portion of the anticipated cost of such future corridor improvements, the following terms shall apply:

- i. In addition to the escrow requirements set forth in Section 17.D. of this Agreement, and concurrent with the execution and recording of this Agreement, Developer shall deposit \$125,000 (the "Improvements Escrow") with the City to be applied to the partial cost of future improvements of the Corridor, which improvements will serve the Project and the Plat (the "Corridor Improvements").
- ii. The City shall conduct additional review of traffic volume prior to installation or construction of the Corridor Improvements to determine the proportionate share of the increased traffic volume that is attributable to the Plat, and to determine proportionate share of the full cost of the Corridor Improvements that is attributable to the Plat ("Developer's Proportionate Cost Share"), which shall not be in excess of the amount of the Improvements Escrow.
- iii. At the time the City constructs the Corridor Improvements, the full amount of the Improvements Escrow shall be credited against the Developer's Proportionate Cost Share and any remaining Improvements Escrow funds will be refunded to Developer.
- iv. Any accrued interest on the Improvements Escrow shall be paid to the City to reimburse the City for its cost in administering the Improvements Escrow account. Any amount of interest in excess of the City's administrative costs for the Improvements Escrow account shall be applied to the Developer's Proportionate Cost Share.
- v. If the City fails to complete the Corridor Improvements within 10 years of the date this Agreement is recorded, the Improvements Escrow funds will be refunded to Developer.

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 \$930,000. 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	\$175,000
Water Main	\$150,000
Storm Sewer	\$125,000
Streets	\$325,000
TOTAL	\$775,000
GRAND TOTAL SECURITIES (120%):	\$930,000

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	\$132,084
Sanitary Sewer	\$98,172
Water Trunk	\$153,036
Park Dedication	\$161,892 x .342 = <u>\$55,367.06</u>
Trail Dedication	\$100,656 - \$6,400 credit = <u>\$94,256</u>

City Engineering Administration Escrow	\$31,000
Planning and Legal Escrow	\$5,000
Improvements Escrow	\$125,000
TOTAL CASH REQUIREMENTS:	\$693,915.06

The City employs a pass-through billing process. The \$5,000 Planning and Legal Escrow will be held and all bills will be forwarded for immediate payment. If payments are not made in a timely fashion, 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. The Improvements Escrow will be retained as set forth in Section 26.M. of this Agreement.

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.

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:

TCLD LF 2 Brayburn II, LLC
c/o Twin Cities Land Development
4800 Olson Memorial Highway, Suite 100
Golden Valley, MN 55422
ATTN: Ben Schmidt

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:
TCLD LF2 BRAYBURN II, LLC

By: _____

Its: President _____

Printed Name: Benjamin Schmidt _____

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Benjamin Schmidt, its President on behalf of TCLD LF2 Brayburn II, 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 AGREEMENT**

Legal Description of Property Prior to Final Plat

Outlot B, BRAYBURN TRAILS EAST 2ND ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota.

**EXHIBIT B
TO
DEVELOPMENT AGREEMENT**

Legal Description of Property Following Recording of Final Plat

Lots 1 through 7, inclusive, Block 1; Lots 1 through 14, inclusive, Block 2; Lots 1 through 6, inclusive, Block 3; Lots 1 and 2, Block 4; Lots 1 through 7, inclusive, Block 5; and Outlot A, BRAYBURN TRAILS EAST 3RD ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota

**MORTGAGEE CONSENT
TO
DEVELOPMENT CONTRACT**

PREMIER BANK, 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.

PREMIER BANK
a Minnesota corporation

By: _____
Andrew D. Nath
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Andrew D. Nath, the President of Premier Bank, 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 _____, 2025, 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 _____

BRAYBURN TRAILS EAST 3RD ADDITION

C.R. DOC. NO. _____

KNOW ALL PERSONS BY THESE PRESENTS: That TOLD LP Bayburn II, LLC, a Minnesota limited liability company, owner of the following described property:

OUTLOT B, BRAYBURN TRAILS EAST 2ND ADDITION

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

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

Signed: TOLD LP Bayburn II, LLC

By: _____
Benjamin Schmidt
Its President

COUNTY OF _____
STATE OF MINNESOTA

This instrument was acknowledged before me on this _____ day of _____, 20____, by Benjamin Schmidt, President of TOLD LP Bayburn II, LLC, a Minnesota limited liability company, on behalf of the company.

Signature of Notary _____
Printed Name _____
Notary Public, _____ County, _____
My Commission Expires _____

[Daniel Elstrom hereby certifies 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 survey as shown and labeled on this plat; and that the same complies with the provisions of the Minnesota Statutes, Chapter 560, and the rules and regulations of the Minnesota Board of Land Surveyors, as defined in Minnesota Statutes, Section 560.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____.

Daniel Elstrom, Licensed Land Surveyor
Minnesota License No. 57369

STATE OF MINNESOTA
COUNTY OF _____

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

Signature of Notary _____
Printed Name _____
Notary Public, _____ County, Minnesota
My Commission Expires _____

CITY COUNCIL, CITY OF DAYTON, MINNESOTA

This plat of BRAYBURN TRAILS EAST 3RD ADDITION was approved and accepted by the City Council of the City of Dayton, Minnesota at a regular meeting thereof held this _____ day of _____, 20____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 955.03, Subd. 2.

City Council, City of Dayton, Minnesota

by _____ Mayor by _____ Clerk

COUNTY AUDITOR: Hennepin County, Minnesota

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

Daniel Rogan, County Auditor

by _____ Deputy

SURVEY COMMISSION
Hennepin County, Minnesota

Pursuant to MN. STAT. Sec. 360B.395 (1999), this plat has been approved this _____ day of _____, 20____.

Chris F. Miska, County Surveyor

by _____

COUNTY RECORDER
Hennepin County, Minnesota

I hereby certify that the within plat of BRAYBURN TRAILS EAST 3RD ADDITION was recorded in this office this _____ day of _____, 20____ at _____ o'clock _____ M.

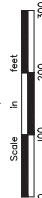
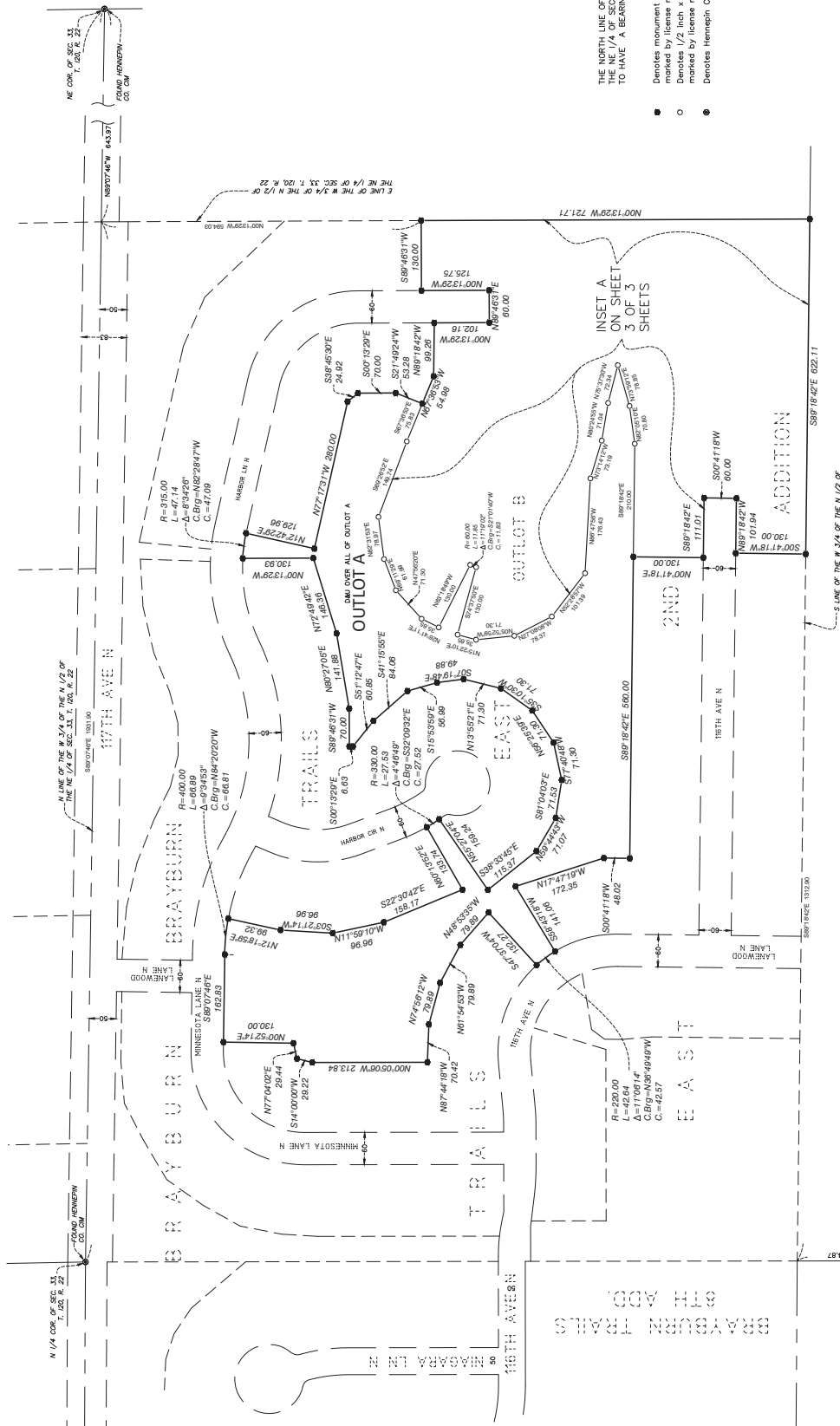
Arthur Bourque, County Recorder

by _____ Deputy



BRAYBURN TRAILS EAST 3RD ADDITION

C.R. DOC. NO. _____



THE NORTH LINE OF THE W 3/4 OF THE N 1/2 OF SECTION 33, T. 120S, R. 22E, IS ASSUMED TO HAVE A BEARING OF N89°07'45"W

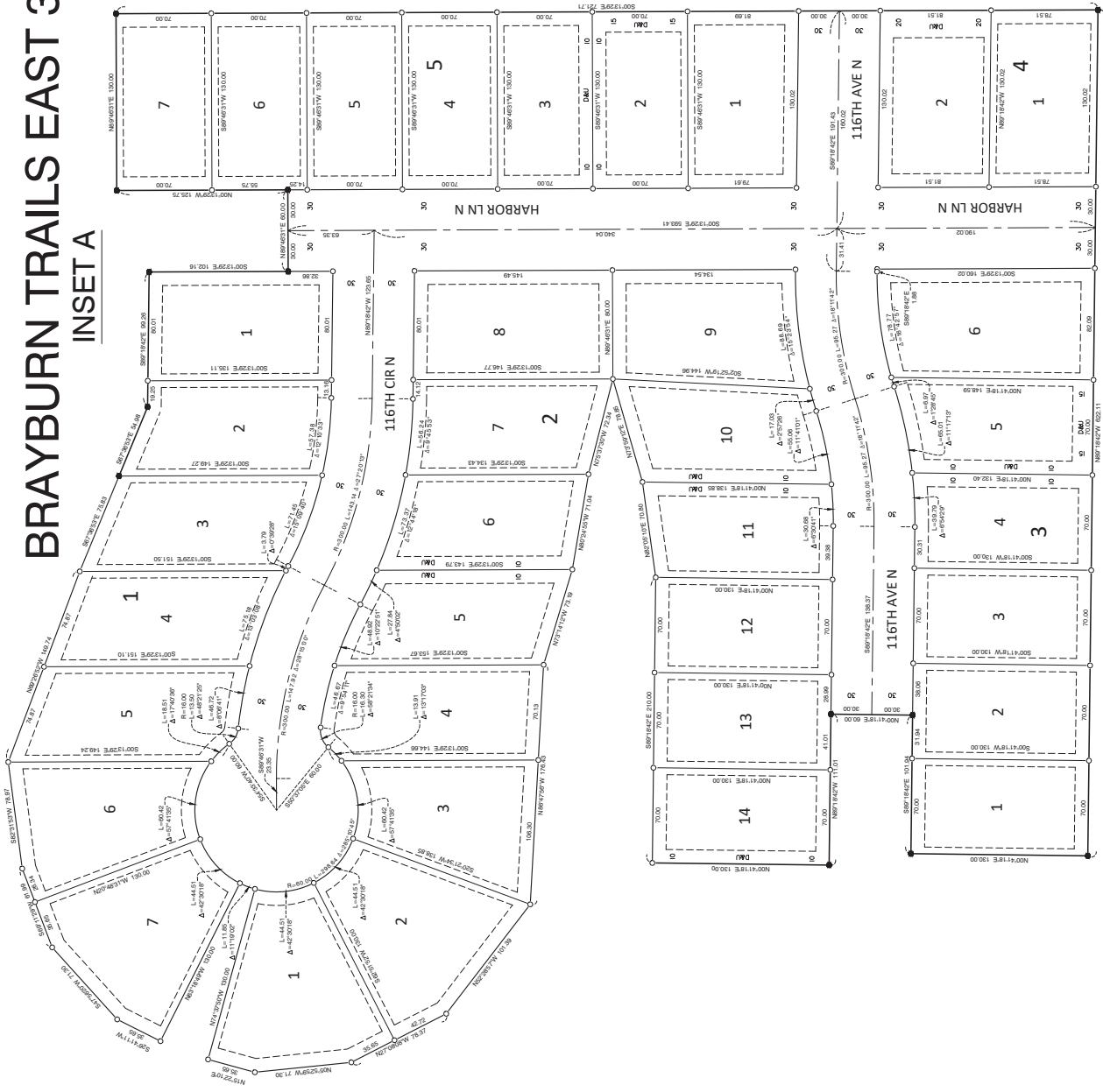
- Denotes monument found 1/2 inch iron pipe monument, marked by license no. 57365 unless otherwise shown.
- Denotes 1/2 inch iron pipe monument, marked by license no. 57365 unless otherwise shown.
- Denotes Hennepin County Cast Iron Monument as noted

HENNEPIN COUNTY
116TH AVENUE N
SECTION 33, T. 120S, R. 22E



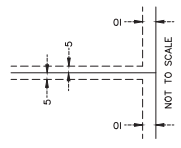
BRAYBURN TRAILS EAST 3RD ADDITION

INSET A



C.R. DOC. NO.

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THIS:



Being 5 feet in width and adjoining side lot lines and being 10 feet in width and adjoining public ways, unless otherwise indicated on this plot.

THE NORTH LINE OF THE W 3/4 OF THE N 1/2 OF THE NE 1/4 OF SEC. 33, T. 120, R. 22, IS ASSUMED TO BE THE TRUE BEARING OF N89°07'45"W. (SEE SHEET 2 OF 3 SHEETS)

- Denotes monument found 1/2 inch iron pipe monument, marked by license no. 57366 unless otherwise shown.
- Denotes 1/2 inch x 1/8 inch iron pipe monument set marked by license no. 57366 unless otherwise shown.
- D&U Drainage & Utility Easement



BRAYBURN TRAILS EAST

3RD ADDITION

DAYTON, MINNESOTA

ALLIANT
733 Marquette Avenue
Suite 700
Minneapolis, MN 55402
612.758.3080
www.alliant-inc.com

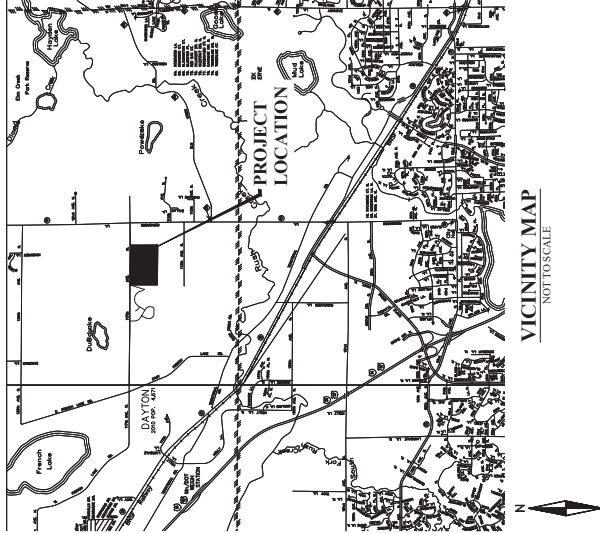
DEVELOPER
TWIN CITIES LAND DEVELOPMENT
4800 GOLDEN MEMORIAL HWY, SUITE 100
GOLDEN VALLEY, MN 55422
CONTACT: CARLA DUNHAM
EM: carla@tclanddev.com

CONSULTANT
ALLIANT ENGINEERING, INC.
733 MARQUETTE AVE
SUITE 700
MINNEAPOLIS, MINNESOTA 55402
PH: 612-758-3080

ENGINEER
TYLER STRICHERZ-GAALSWYK
LICENSE NO. 61993
EM: tstrichertz@alliant-inc.com

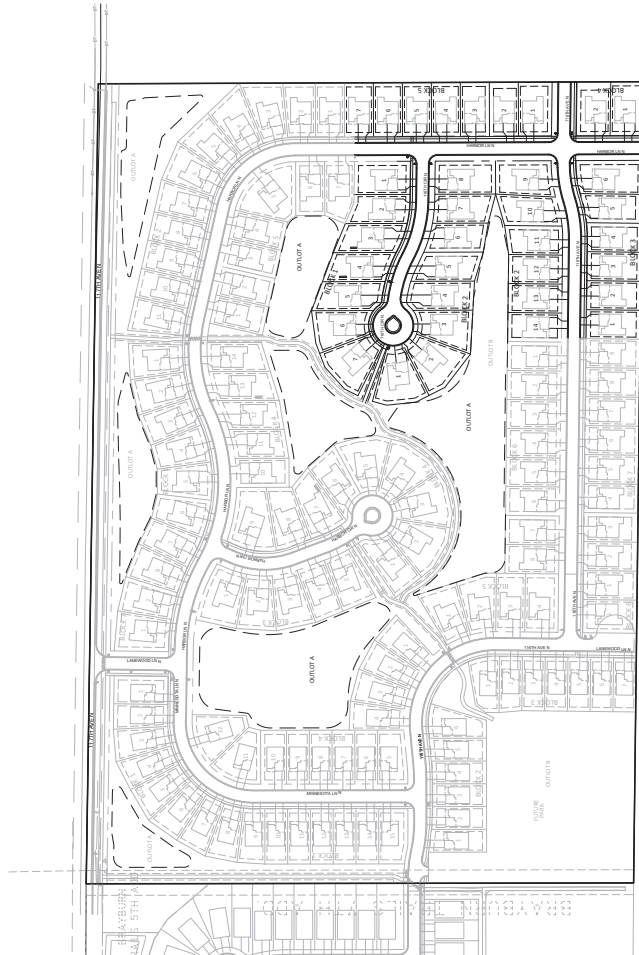
LANDSCAPE ARCHITECT
JOHN GRONHOVD
LICENSE NO. 59253
EM: JGRONHOVD@alliant-inc.com

SURVEYOR
DAN EKEREM
LICENSE NO. 57366
EM: dekerem@alliant-inc.com



SHEET INDEX

NO.	SHEET TITLE
1	COVER SHEET
2	EXISTING CONDITIONS AND REMOVAL PLAN
3-6	CONSTRUCTION DETAILS
7-8	SITE, LIGHTING, AND SIGNAGE PLAN
9-10	GRADING AND DRAINAGE PLAN
11	EROSION AND SEDIMENT CONTROL PLAN
12	EROSION AND SEDIMENT CONTROL NOTES AND DETAILS
13	UTILITY PLAN
14-16	SANITARY SEWER AND WATERMAIN PLAN AND PROFILES
17	STORM SEWER PLAN
18-20	STREET AND STORM SEWER PLAN AND PROFILES
21	INTERSECTION DETAILS
22-24	LANDSCAPE PLAN



BRAYBURN TRAILS EAST
DAYTON, MINNESOTA
CONSTRUCTION DOCUMENTS - 3RD ADDITION
COVER SHEET

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed PROFESSIONAL ENGINEER under MINNESOTA LAW.

Signature: *[Signature]*

DATE: 08-25-2025
BY: JGRONHOVD
License No. 59253

QUALITY ASSURANCE/CONTROL

BY: DATE

DATE: 08-25-2025

ISSUE: 1

REVISION: 1

8-11-25 PERMIT SET

8-11-25 CONSTRUCTION DOCUMENTS

PROJECT TEAM DATA

DESIGNED: TMS

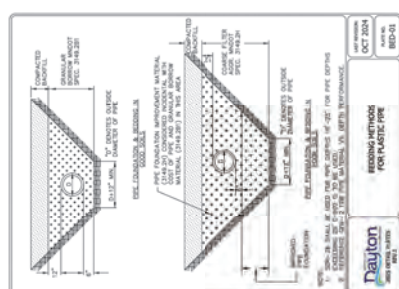
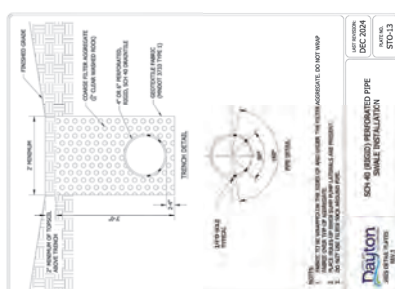
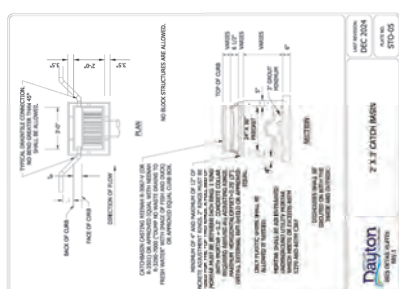
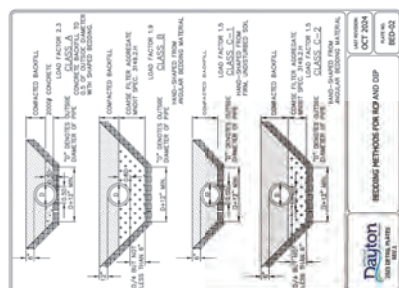
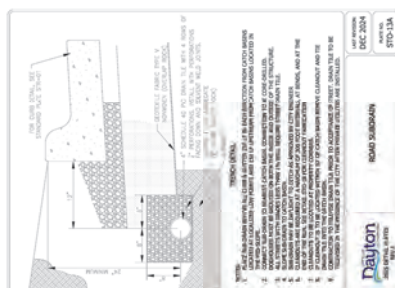
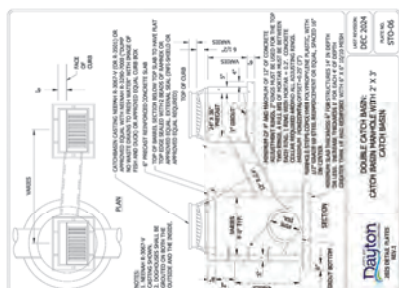
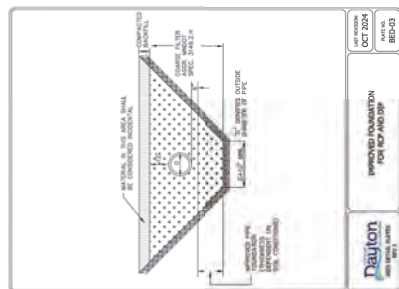
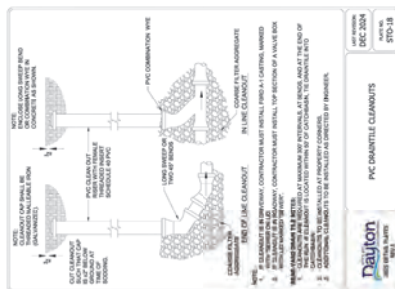
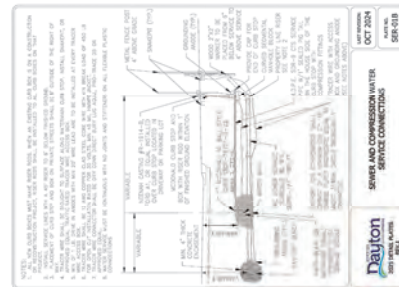
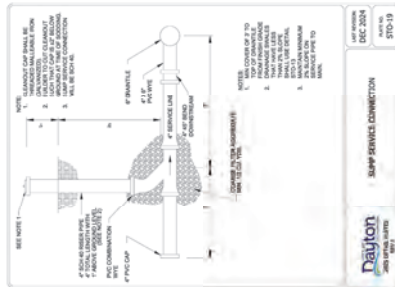
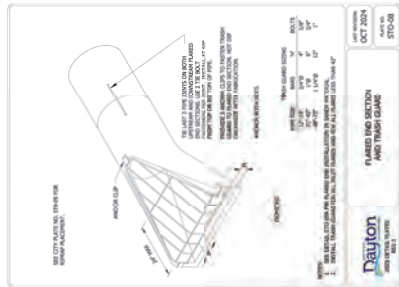
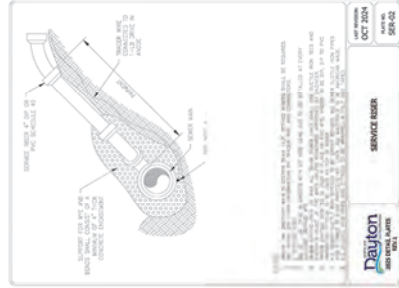
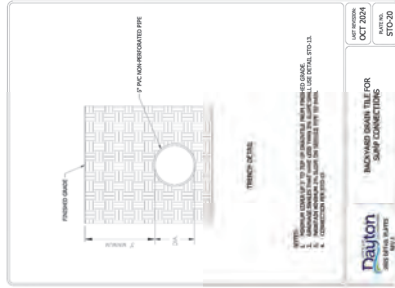
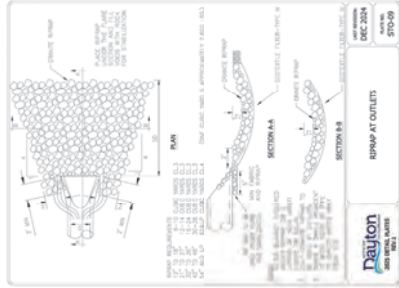
DRAWN: MSL, DML, TLL

PROJECT NO. 221-0020

1

SHEET 1 of 24

60

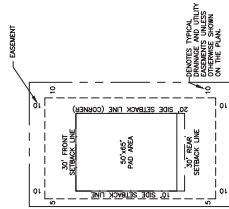
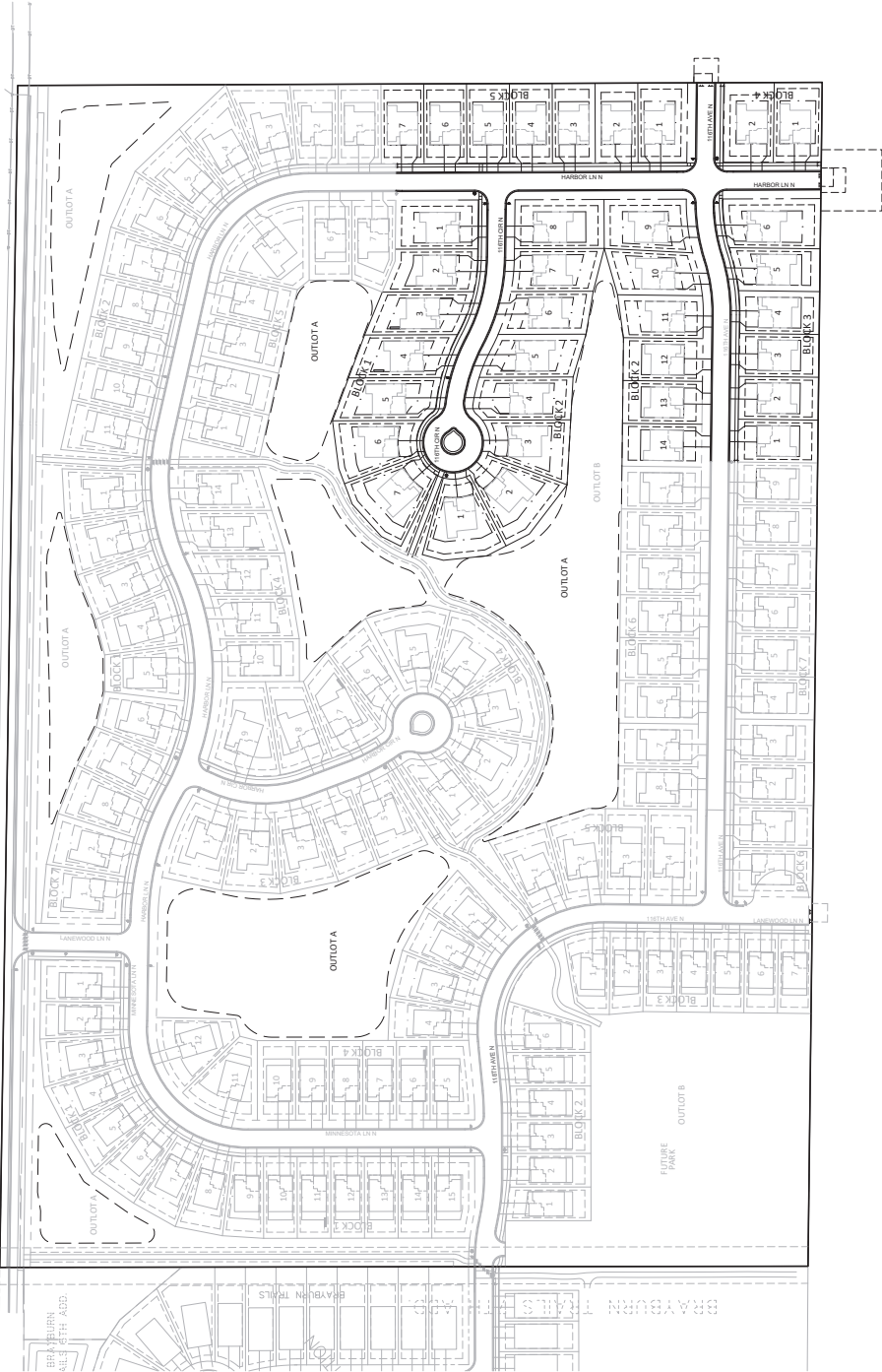


SITE PLAN DATA:

PROPERTY DESCRIPTION:	
OUTLOT B OF BRAYBURN TRAILS EAST 2ND ADDITION	
GROSS AREA	18.65 ACRES
OUTLOT A AREA	7.74 ACRES
R/W DEDICATION - INTERNAL	2.48 ACRES
LOT AREA	84.3 ACRES
PHASE 3 PROPOSED DWELLING UNITS	36
EXISTING ZONING	
A-1 - AGRICULTURAL DISTRICT	
PROPOSED ZONING	
R-3 - SINGLE FAMILY AND ATTACHED RESIDENTIAL	
EXISTING LAND USE	
AGRICULTURE/FARM	
PROPOSED LAND USE	
LOW DENSITY RESIDENTIAL	

SETBACK DATA:

FRONT:	30 FT. (GARAGE)
FRONT:	30 FT. (LIVING AREA)
FRONT:	20 FT. (FRONT PORCH)
SIDE:	10 FT.
REAR:	50 FT.
(CORNER):	50 FT.



TYPICAL LOT DETAILS
NOT TO SCALE



LEGEND:

---	EASEMENT LINE
---	BUILDING SETBACK
---	PROPERTY LINE
---	LOT LINE
---	ROW
---	RETAINING WALL
---	(MODULAR BLOCK STYLE SHOWN SIZE)
---	STREET SIGN
---	STREET LIGHT



ALLIANT
733 Marquette Avenue
Suite 700
Minneapolis, MN 55402
612.758.3080
www.alliant-inc.com

BRAYBURN TRAILS EAST
DAYTON, MINNESOTA
CONSTRUCTION DOCUMENTS - 3RD ADDITION
SITE, LIGHTING, AND SIGNAGE PLAN

I hereby certify that this plan, specification, or statement was prepared by me or under my direct supervision and that I am a duly Licensed PROFESSIONAL ENGINEER under the laws of the State of MINNESOTA.

Stephany Rodriguez
Stephany Rodriguez, P.E.
Date: 06/16/2025
Project No.: 221-0025

DATE: 06/16/2025
ISSUE: 1. PRELIMINARY
2. 25% PERMIT SET
3. 50% PERMIT SET
4. 75% PERMIT SET
5. 100% PERMIT SET
6. 11-25 CONSTRUCTION DOCUMENTS
7. 11-25 CONSTRUCTION DOCUMENTS

BY: [Signature]
DATE: 06/16/2025
QUALITY ASSURANCE/CONTROL

PROJECT TEAM DATA
DESIGNED: TMS
DRAWN: TMS, D.E. L.L.
PROJECT NO.: 221-0025



LEGEND:

- | | |
|-----------|---|
| — — — — — | EASEMENT LINE |
| - - - - - | BUILDING SETBACK |
| — — — — — | PROPERTY LINE |
| — — — — — | LOT LINE |
| — — — — — | ROW |
| ===== | RETAINING WALL
(MODULAR BLOCK
STYLE SHOWN SIZE) |
| ▼ | STREET SIGN |
| ☼ | STREET LIGHT |

BRAYBURN TRAILS EAST

DAYTON, MINNESOTA

CONSTRUCTION DOCUMENTS - 3RD ADDITION
SITE, LIGHTING, AND SIGNAGE PLAN

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

MINNESOTA
Super Strategy - Deadweight

MYLER STRICHERZ-GAALSWEK, PE	61993
16-25	61993
ate	License No.

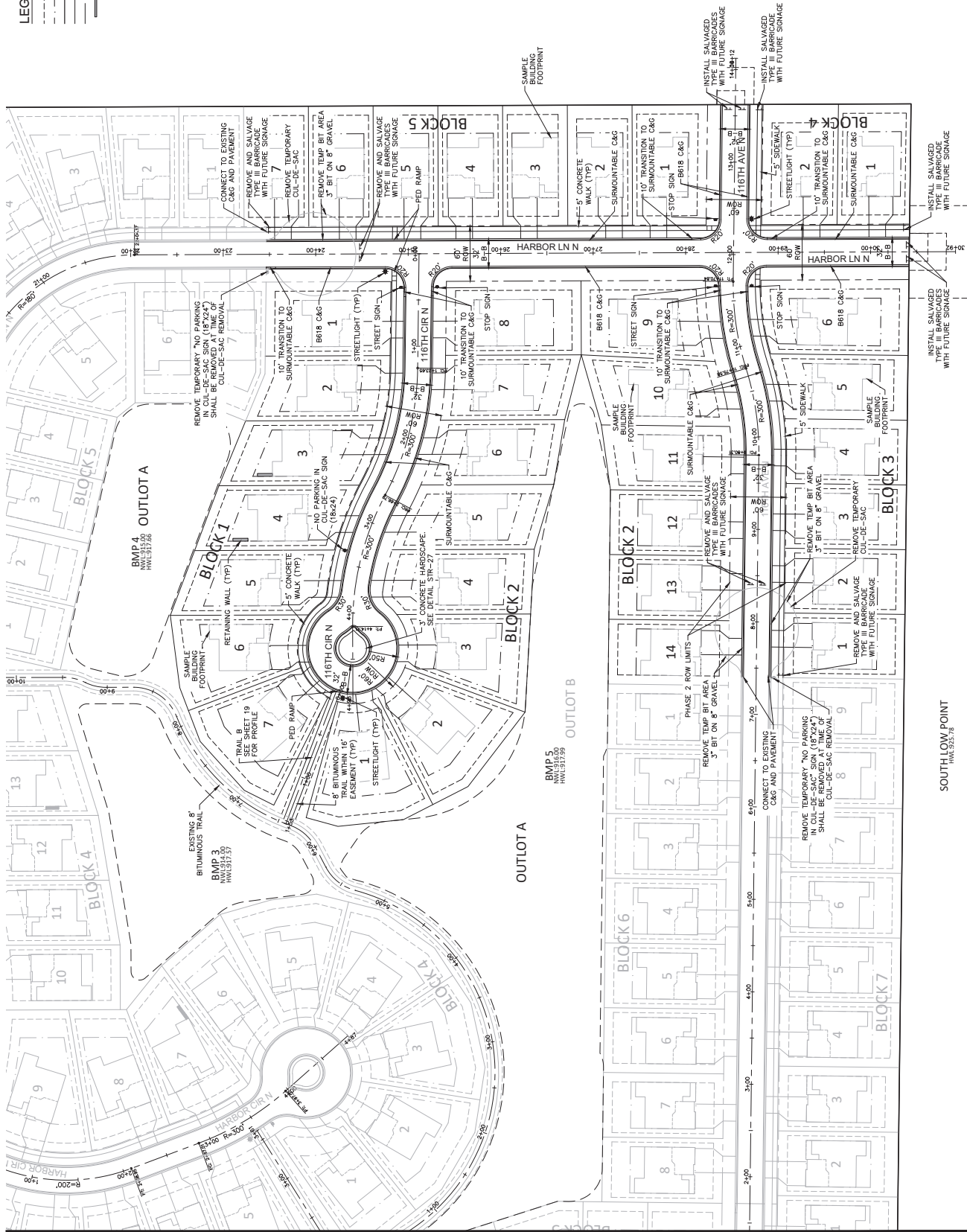
QUALITY ASSURANCE/CONTROL

Y	DATE	ISSUE
	3-6-25	FINAL PLAT SUBMITTAL
	5-27-25	CITY COMMENTS
	6-11-25	PERMIT SET
	8-16-25	CONSTRUCTION DOCUMENTS

DESIGNED:	TAS
DRAWN:	TAS, DJB, ELL
PROJECT NO:	221-0250

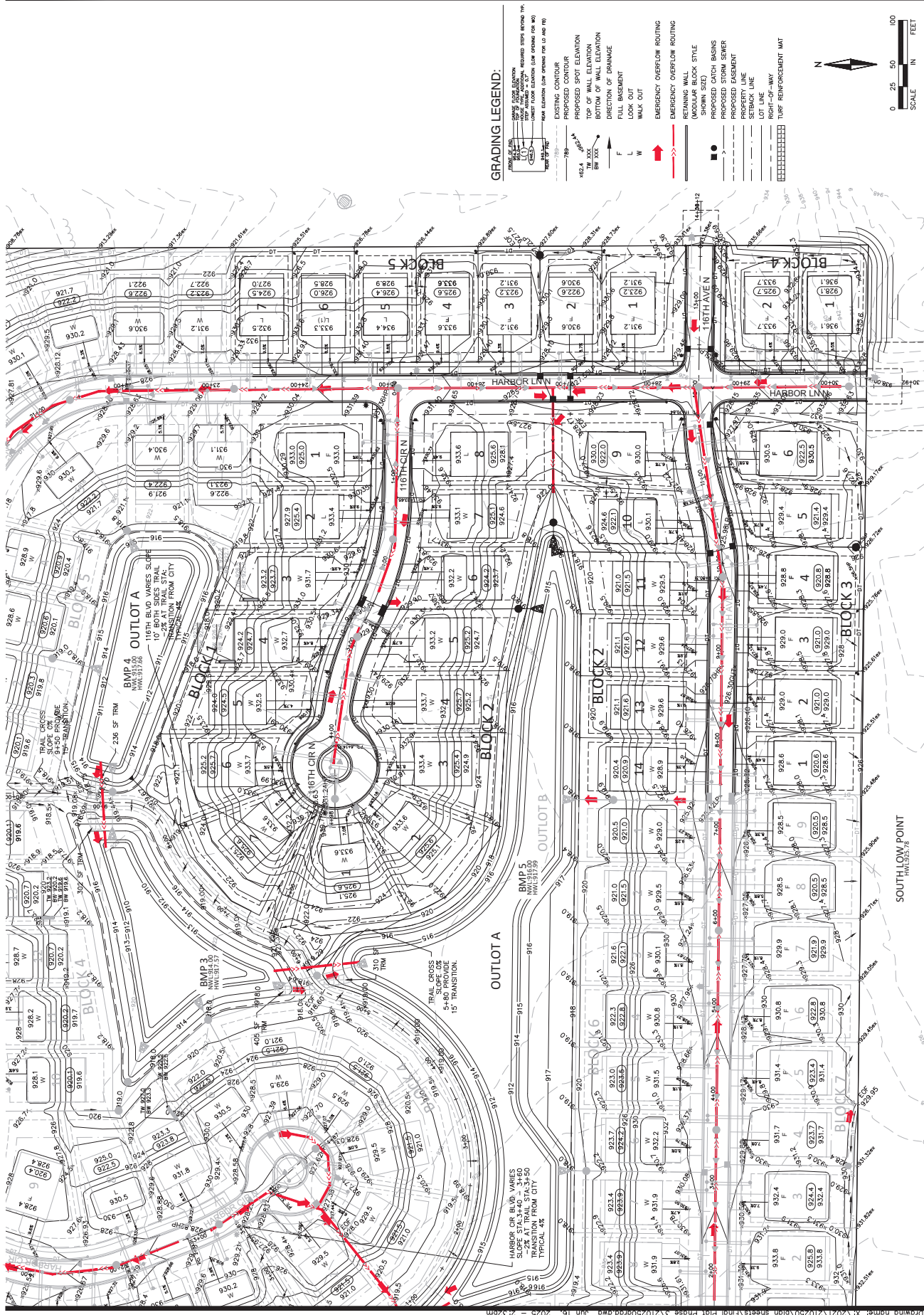
88

8 of 24



SHEET 8 of 24 67

Drawing name: X:\2021\210250\plan sheets\Final Plot Phase 3\210250site.dwg Jun 16, 2025 - 2:32pm



GRADING LEGEND:

- EXISTING CONTOUR
- PROPOSED CONTOUR
- TOP OF WALL ELEVATION
- BOTTOM OF WALL ELEVATION
- DIRECTION OF DRAINAGE
- FULL BASEMENT
- LOOK OUT
- WALK OUT
- EMERGENCY OVERFLOW ROUTING
- RETAINING WALL
- MODULAR BLOCK STYLE
- PROPOSED CATCH BASIN
- PROPOSED STORM SEWER
- PROPOSED EASEMENT
- PROPERTY LINE
- SETBACK LINE
- RIGHT-OF-WAY
- TURF REINFORCEMENT MAT

[illegible]

EROSION CONTROL RESPONSIBLE PARTY:
 4800 CLS LAND DEVELOPMENT
 2700 OLSON MEMORIAL HIGHWAY, SUITE 100
 CARLE PLACE, CARLE PLACE, ILL 60130
 CONTACT: CARL A. DUNHAM
 TEL: 630.381.1100
 FAX: 630.381.1101
 E-MAIL: CARL@BITLANDDEV.COM

**FULL EROSION CONTROL
 INSTALLED WITH MASS
 GRADING. MINIMUM
 INSTALLED. STREET AND
 UTILITY CONTRACTOR TO
 INSTALL ADDITIONAL AS
 REQUIRED**

CONSTRUCTION SEQUENCING:

MASS GRADING PHASE: STREET & UTILITY PHASE:

- [illegible]

NOTES:

1. SEE SHEET 12 FOR ALL EROSION AND SEDIMENT CONTROL NOTES AND DETAILS.

LEGEND:

- [illegible]



**IMPAIRED WATER SPECIAL
REQUIREMENT:**

THIS SEGMENT OF RUSH CREEK IS CLASSIFIED AS AN IMPAIRED WATER. THUS, THE FOLLOWING REQUIREMENTS APPLY FOR THIS PROJECT.

239.

- PERMITTEES MUST IMMEDIATELY INITIATE STABILIZATION OF EXPOSED SOIL AREAS, AS DESCRIBED IN ITEM 8.4, AND COMPLETE THE STABILIZATION WITHIN SEVEN (7) CALENDAR DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE TEMPORARILY OR PERMANENTLY CEASES.

2310

- 25710: PERMITTEES MUST PROVIDE A TEMPORARY SEDIMENT BASIN AS DESCRIBED IN SECTION 14 FOR COMMON DRAINAGE LOCATIONS THAT SERVE AN AREA WITH FIVE (5) OR MORE ACRES DISTURBED AT ONE TIME.

SITE IMPERVIOUS DATA:

PRE-CONSTRUCTION ACRES OF IMPERVIOUS:	0.72 AC
POST-CONSTRUCTION ACRES OF IMPERVIOUS:	20.84 AC
TOTAL NEW IMPERVIOUS SURFACE ACRES:	20.27 AC
UNDISTURBED ACRES OF IMPERVIOUS AREA:	0.57 AC

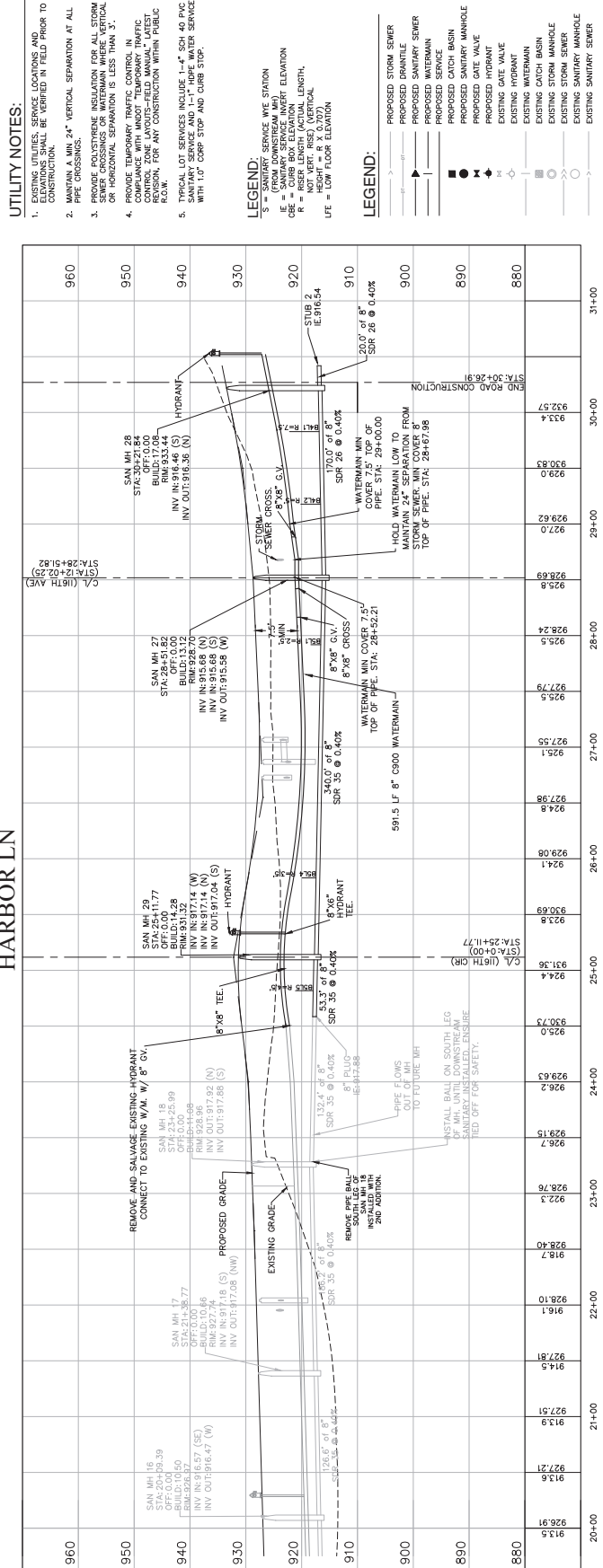
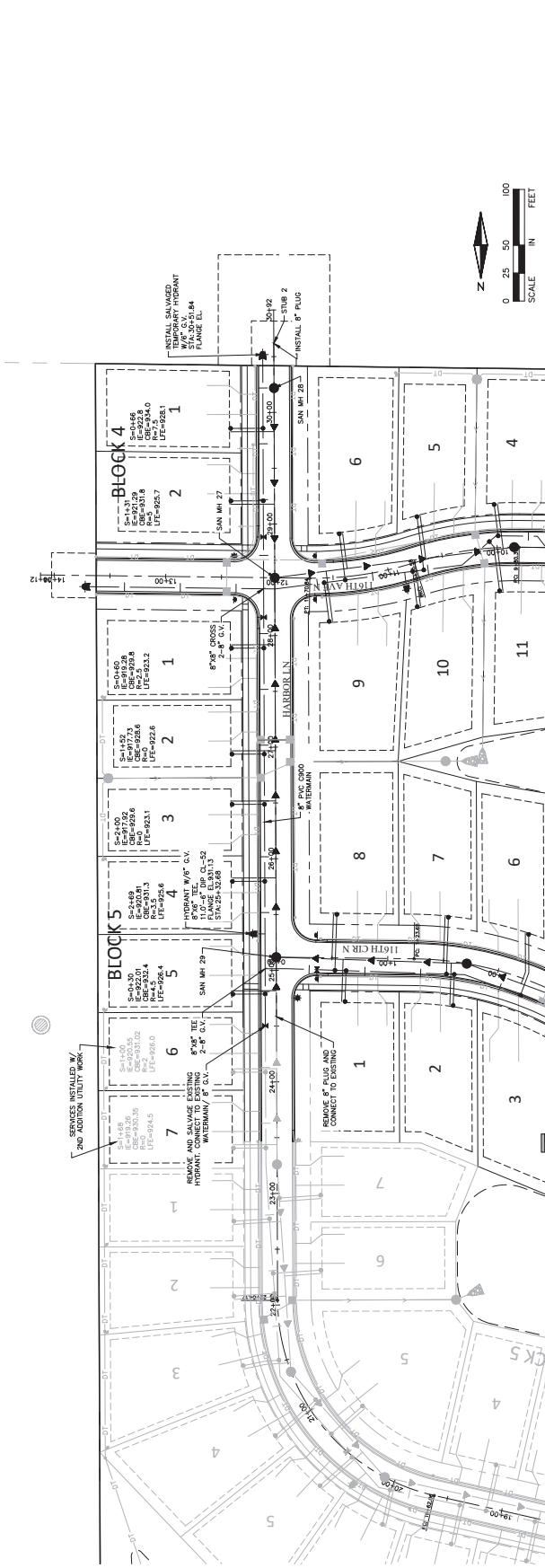
SEDIMENT BARRIERS

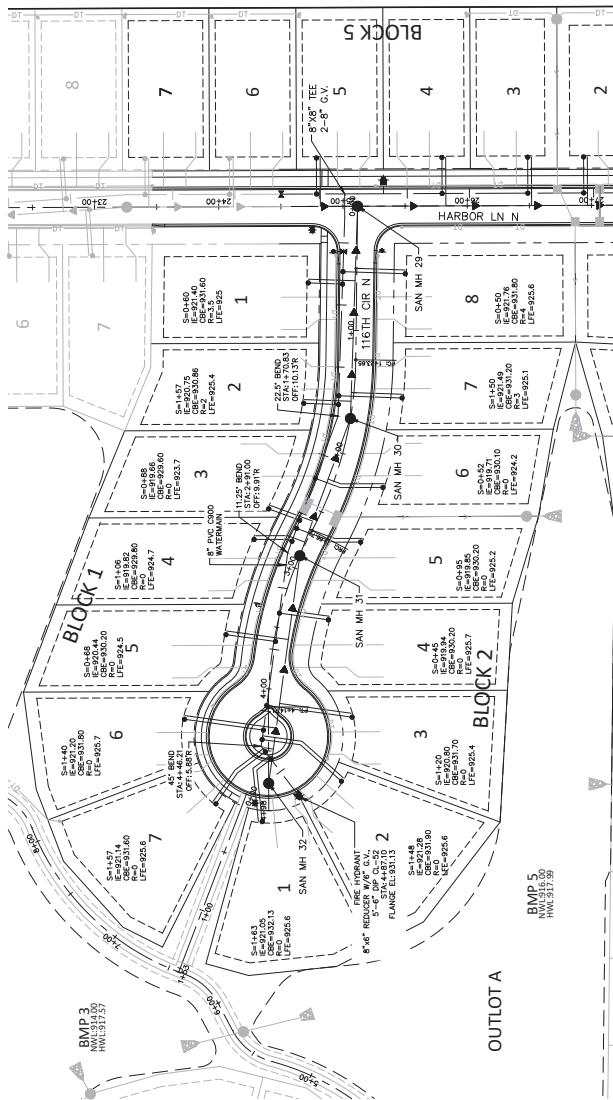
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ACTIVE SWPPP LEGEND													
CONTRACTOR SEQUENCE	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR
FIBER ROLLS / MULCH SOAPS													
TEMPorary MULCH COVER													
TEMPorary HYDROMULCH													
EROSION CONTROL BLANKET													
ROCK DRAINWAY / ROCK PADS													
INLET PROTECTION DEVICES													
PAVEMENT (DRIVEWAY/ROADS)													
SOD													
STOODPLES													

NOTE: CONTRACTOR, GENERAL CONTRACTOR OR SWPPP INSPECTOR TO COMPLETE TABLE AS GRADING PROGRESSES

NOTE: CONTRACTOR, GENERAL CONTRACTOR OR SWPPP INSPECTOR TO COMPLETE TABLE AS GRADING PROGRESSES

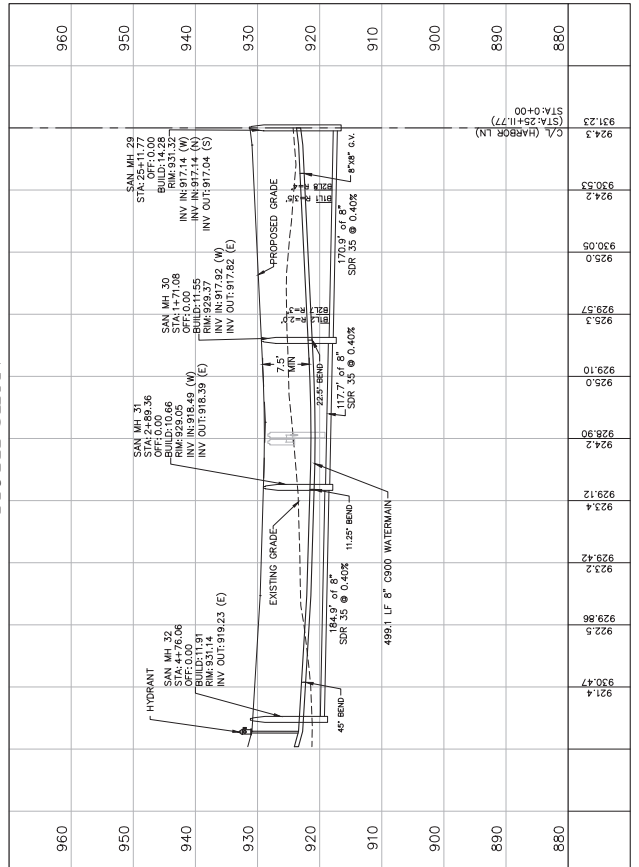




- UTILITY NOTES:**
- EXISTING UTILITIES, SERVICE LOCATIONS AND ELEVATIONS SHALL BE VERIFIED IN FIELD PRIOR TO CONSTRUCTION.
 - WATERMAIN SHALL BE 24" VERTICAL SEPARATION AT ALL PIPE CROSSINGS.
 - PROVIDE POLYSTYRENE INSULATION FOR ALL STORM SEWER CROSSINGS OR WATERMAIN WHERE VERTICAL OR HORIZONTAL SEPARATION IS LESS THAN 3'.
 - PROVIDE TEMPORARY TRAFFIC CONTROL IN ALL AREAS OF CONSTRUCTION WITHIN PUBLIC ROW, FOR ANY CONSTRUCTION WITHIN PUBLIC ROW.
 - TYPICAL LOT SERVICES INCLUDE 1-4" SCH 40 P.V.C. SANITARY SERVICE AND 1-1" RUPC WATER SERVICE WITH 1.0' CURB STOP AND CURB STOP.

LEGEND:
S = SANITARY
W = WATERMAIN
E = (FROM DOWNSIDE) WYE STATION
CB = CATCH BASIN
R = RIGID LENGTH (ACTUAL LENGTH)
H = HORIZONTAL
L = LOW FLOOR ELEVATION

- LEGEND:**
- PROPOSED STORM SEWER
 - PROPOSED SANITARY SEWER
 - PROPOSED WATERMAIN
 - PROPOSED CATCH BASIN
 - PROPOSED SANITARY MANHOLE
 - PROPOSED GATE VALVE
 - PROPOSED HYDRANT
 - EXISTING HYDRANT
 - EXISTING CATCH BASIN
 - EXISTING STORM MANHOLE
 - EXISTING STORM SEWER
 - EXISTING SANITARY MANHOLE
 - EXISTING SANITARY SEWER





507A

CONSTRUCTION DOCUMENTS - 3RD ADDITION

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

MINNESOTA
Tyler Stricker-Doolittle
TYLER STRICKERZ-GAALSMOK.PE

6-16-25	6199
Date	License No.

QUALITY ASSURANCE/CONTROL

BY	DATE

3-6-25	FINAL PLAT SUBMITTAL
5-27-25	CITY COMMENTS

6-11-25	PERMIT SET
6-16-25	CONSTRUCTION DOCUMENT

--	--	--	--

PROJECT TEAM DATA
DESIGNED: TAS

DRAWN: TAS, DJB, ELL
PROJECT NO: 221-0250

16

2

SHEET 16 of 24

BMP 5
HW:317.99

OUTLOT A

SOUTH LOW POINT
HW:325.78

INSTALL SANWATER TEMPORARY FIRE HYDRANT W/8" C.V., 11 FLANGE EL.

116TH AVE N

HARBOR LN N

Block 5

Block 6

Block 7

Block 8

Block 9

Block 10

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Scale: 0 25 50 100 FEET

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SAN MH 27

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UTILITY NOTES:

- EXISTING UTILITIES, SERVICE LOCATIONS AND ELEVATIONS SHALL BE VERIFIED IN FIELD PRIOR TO CONSTRUCTION.
- MAINTAIN A MIN 24" VERTICAL SEPARATION AT ALL PIPE CROSSINGS.
- PROVIDE POLYSTYRENE INSULATION FOR ALL STORM SEWER CROSSINGS OR WATERMAIN WHERE VERTICAL OR HORIZONTAL SEPARATION IS LESS THAN 3'.
- PROVIDE TRAFFIC CONTROL IN CONFORMANCE WITH MISSOURI TRAFFIC CODES. PROVIDE ADEQUATE MAINTENANCE ACCESS AND REVISION, FOR ANY CONSTRUCTION WITHIN PUBLIC R.O.M.
- TYPICAL LOT SERVICES INCLUDE 1-4" SCH 40 PVC SANITARY SERVICE AND 1-1/2" HDPE WATER SERVICE.

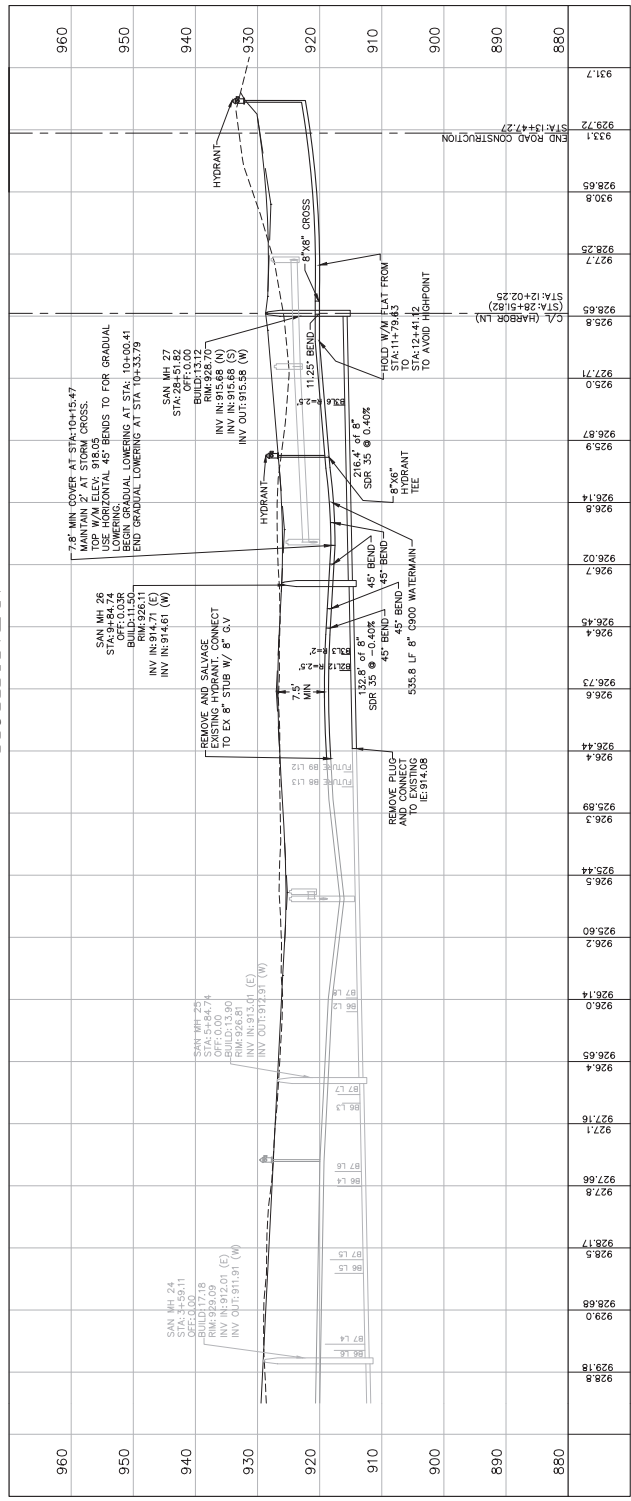
LEGEND:

S = SANITARY SERVICE WYE STATION
(FROM DOWNSTREAM MH)
IE = SANITARY SERVICE INVERT ELEVATION
CBE = CURB BOX ELEVATION
R = RISER LENGTH (ACTUAL LENGTH,
NOT VERT. RISE) (VERTICAL
HEIGHT = $R \times 0.707$)

LEGEND:

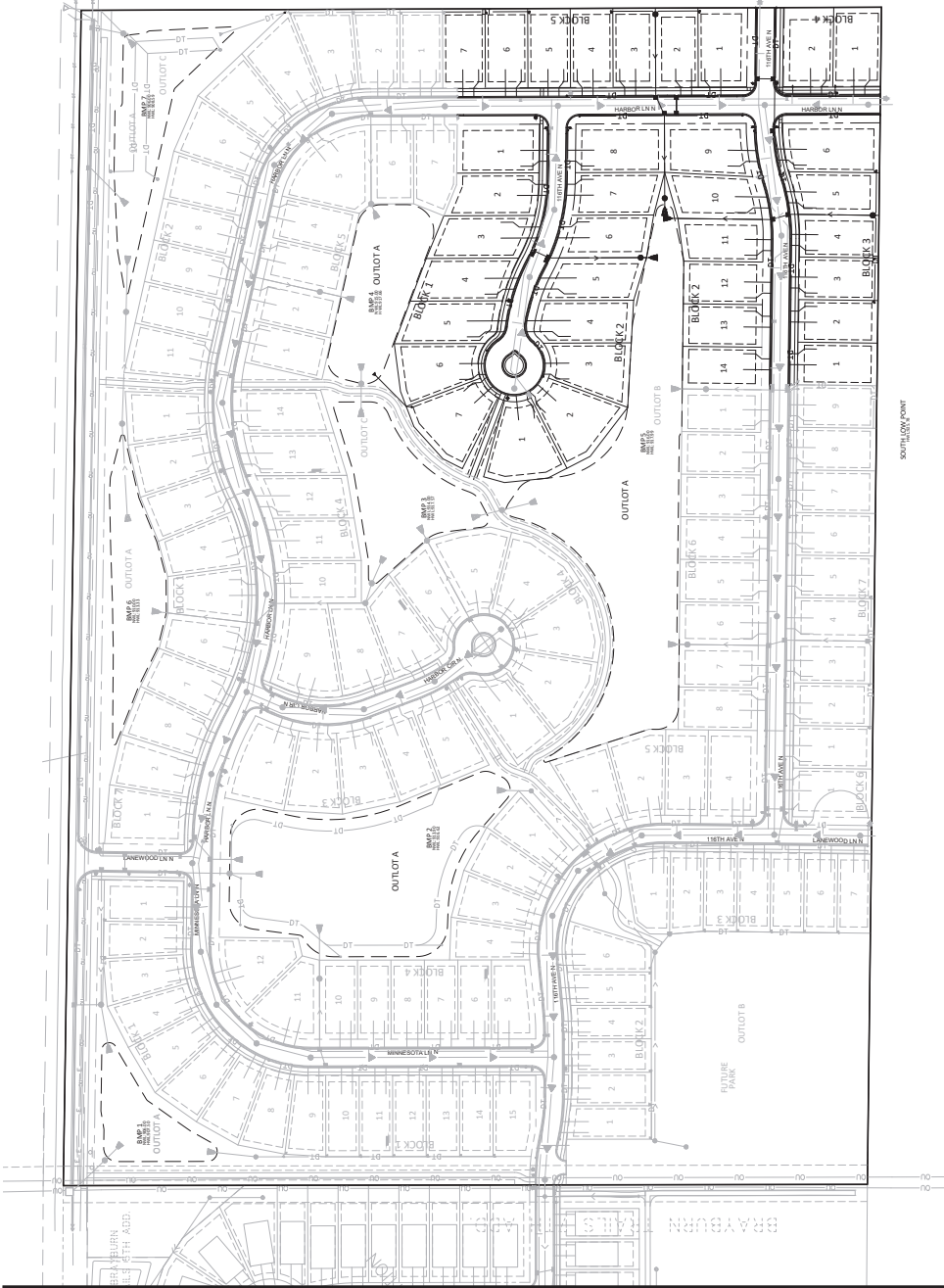
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|---------------------------|-------|-------|-------|
| PROPOSED STORM SEWER | _____ | > | _____ |
| PROPOSED DRAINILE | _____ | < | _____ |
| PROPOSED SANITARY SEWER | _____ | ▲ | _____ |
| PROPOSED WATERMAIN | _____ | _____ | _____ |
| PROPOSED CATCH BASIN | _____ | ■ | _____ |
| PROPOSED SANITARY MANHOLE | _____ | ● | _____ |
| PROPOSED GATE VALVE | _____ | ⊙ | _____ |
| PROPOSED HYDRANT | _____ | ⊕ | _____ |
| EXISTING GATE VALVE | _____ | ⊙ | _____ |
| EXISTING HYDRANT | _____ | ⊕ | _____ |
| EXISTING WATERMAIN | _____ | _____ | _____ |
| EXISTING CATCH BASIN | _____ | ■ | _____ |
| EXISTING STORM MANHOLE | _____ | ● | _____ |
| EXISTING STORM SEWER | _____ | _____ | _____ |
| EXISTING SANITARY MANHOLE | _____ | ⊙ | _____ |
| EXISTING SANITARY SEWER | _____ | _____ | _____ |

116TH AVENUE

[illegible]

STORM SEWER NOTES:

1. EXISTING UTILITIES, SERVICE LOCATIONS AND ELEVATIONS SHALL BE VERIFIED IN FIELD PRIOR TO CONSTRUCTION.
2. MAINTAIN A MIN 24" VERTICAL SEPARATION AT ALL PIPE CROSSINGS.
3. CONTRACTOR IS RESPONSIBLE FOR ALL PERMITS PRIOR TO THE START OF CONSTRUCTION.
4. PROVIDE POLYSTYRENE INSULATION FOR ALL STORM SEWER CROSSINGS WHERE VERTICAL OR HORIZONTAL SEPARATION IS LESS THAN 3".
5. ALL STORM SEWER WORK SHALL COMPLY WITH THE CITY OF DAYTON ENGINEERING GUIDELINES.
6. FOR ANY SITE ACTIVITY: NO CLOSURES OR RESTRICTIONS OF ANY KIND SHALL BE IMPOSED UPON THE PUBLIC USE OF 117TH AVE N WITHOUT THE CITY'S PERMISSION. THE CONTRACTOR SHALL MAINTAIN A MIN 24" VERTICAL SEPARATION AT ALL PIPE CROSSINGS AT LEAST 48 HOURS IN ADVANCE AND PROVIDE A TRAFFIC CONTROL PLAN.
7. NOTIFY CIPHER STATE ONE CALL 48 HOURS IN ADVANCE OF ANY UTILITY WORK.
8. PROVIDE TEMPORARY TRAFFIC CONTROL IN COMPLIANCE WITH ANDOT "TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS-FIELD MANUAL," LATEST REVISION, FOR ANY CONSTRUCTION WITHIN PUBLIC R.O.W.
9. ALL CASTINGS SHALL BE NEENAH OR APPROVED EQUAL.
10. ALL ROAD SUBGRAIN TO BE PERFORMED 4" SCH 40 PVC.
11. ALL BACKYARD SUMP SERVICE MAINLINE TO BE 6" PVC. ALL BACKYARD SUMP SERVICES TO BE 4" PVC.



LEGEND:

- PROPOSED STORM SEWER
- PROPOSED DRAIN TILE
- PROPOSED WATERMAN
- PROPOSED CATCH BASIN
- PROPOSED SANITARY MANHOLE
- PROPOSED GATE VALVE
- PROPOSED 6" PIPE
- EXISTING WATERMAN
- EXISTING CATCH BASIN
- EXISTING STORM SEWER
- EXISTING SANITARY MANHOLE
- EXISTING 6" PIPE

ALLIANT
733 Marquette Avenue
Suite 700
Minneapolis, MN 55402
612.758.3080
www.alliant-inc.com

DAYTON, MINNESOTA
CONSTRUCTION DOCUMENTS - 3RD ADDITION
STORM SEWER PLAN

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed PROFESSIONAL ENGINEER under the laws of the State of MINNESOTA.
Stephany B. Johnson
STEPHANY B. JOHNSON, P.E.
117th Avenue - Allentown, MN 55402
Date: 11/11/2025 License No. 11183

QUALITY ASSURANCE/CONTROL	
BY	DATE
DATE	ISSUE
11-11-25	1. INITIAL DESIGN
11-11-25	2. PRELIMINARY SUBMITTAL
11-11-25	3. PRELIMINARY PERMIT SET
11-11-25	4. PRELIMINARY CONSTRUCTION DOCUMENTS
11-11-25	5. PRELIMINARY CONSTRUCTION DOCUMENTS
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11-11-25	81. PRELIMINARY CONSTRUCTION DOCUMENTS
11-11-25	82. PRELIMINARY CONSTRUCTION DOCUMENTS
11-11-25	83. PRELIMINARY CONSTRUCTION DOCUMENTS
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11-11-25	100. PRELIMINARY CONSTRUCTION DOCUMENTS

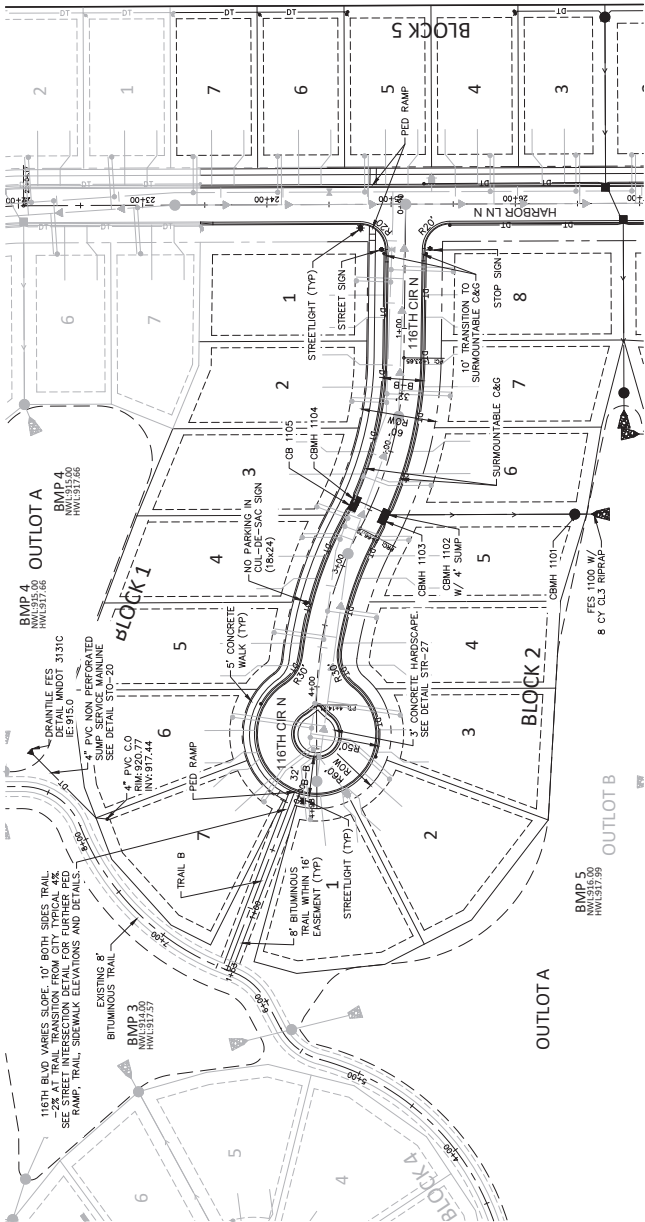
PROJECT TEAM DATA
DESIGNED: TMS
DRAWN: TMS, ELL
PROJECT NO. 221-0025

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SCALE IN FEET

17
SHEET 17 of 24

STRUCTURE AND CASTING SCHEDULE			
MH NO.	SIZE	CASTING	
1101	48" DIA	R-4342	
1102	48" DIA	R-4367-VB	
1103	2'X3'	R-4367-V	
1104	48" DIA	R-4367-VB	
1105	2'X3'	R-3067-V	

NOTE:
1. CASTINGS SHALL BE NEHAH OR APPROVED EQUAL.



116TH CIR N

OUTLOTA

OUTLOTA B

BMP 5

NW1317.09

8 CY CUL RAMP

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CBMH 1102

CBMH 1103

CBMH 1104

CBMH 1105

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CBMH 1110

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CBMH 1352



BRAYBURN TRAILS EAST

hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed PROFESSIONAL ENGINEER under the laws of the State of MINNESOTA

TYLER STRICHERZ-GAALSWYK, PE	81993
-16-25	License No.
ate	

QUALITY ASSURANCE/CONTROL	DATE
---------------------------	------

DATE	ISSUE
3-6-25	FINAL PLAT SUBMITTAL
5-27-25	CITY COUNCIL

5-27-25	CITY COMMENTS
6-11-25	PERMIT SET
6-16-25	CONSTRUCTION DOCUMENTS

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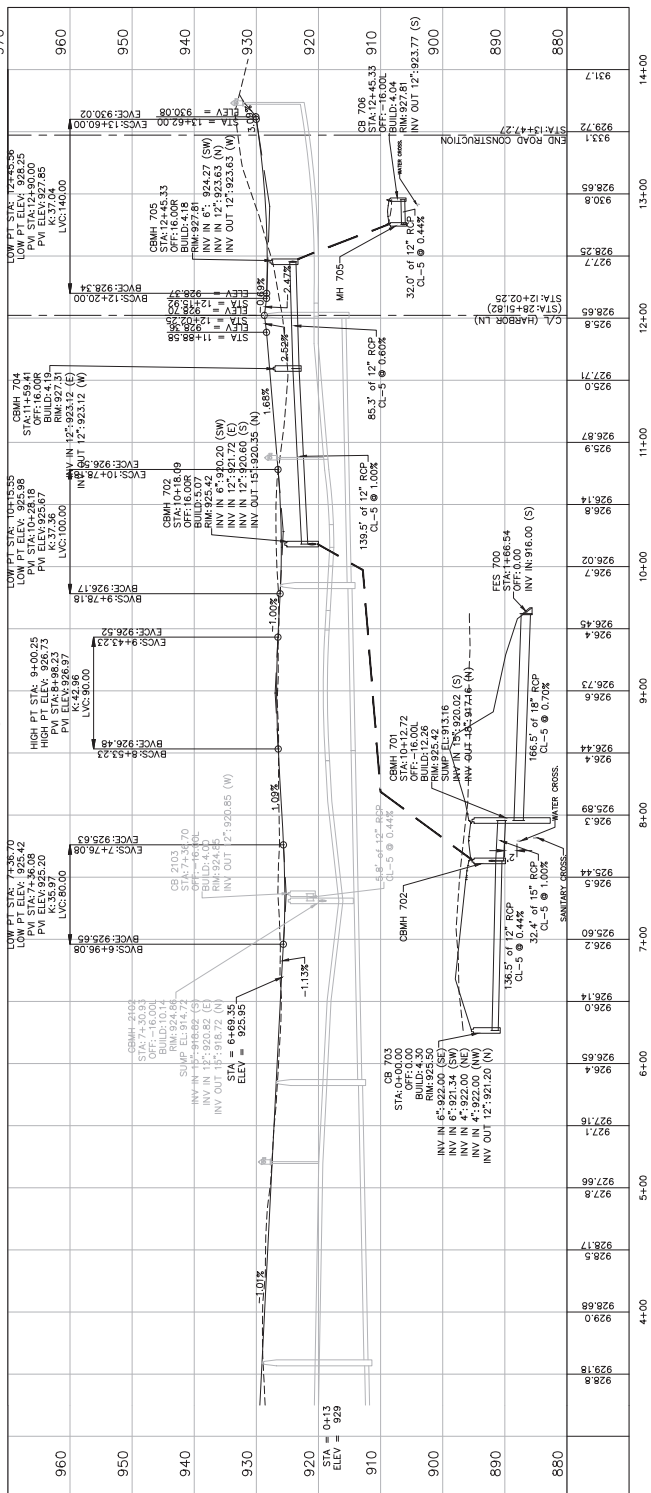
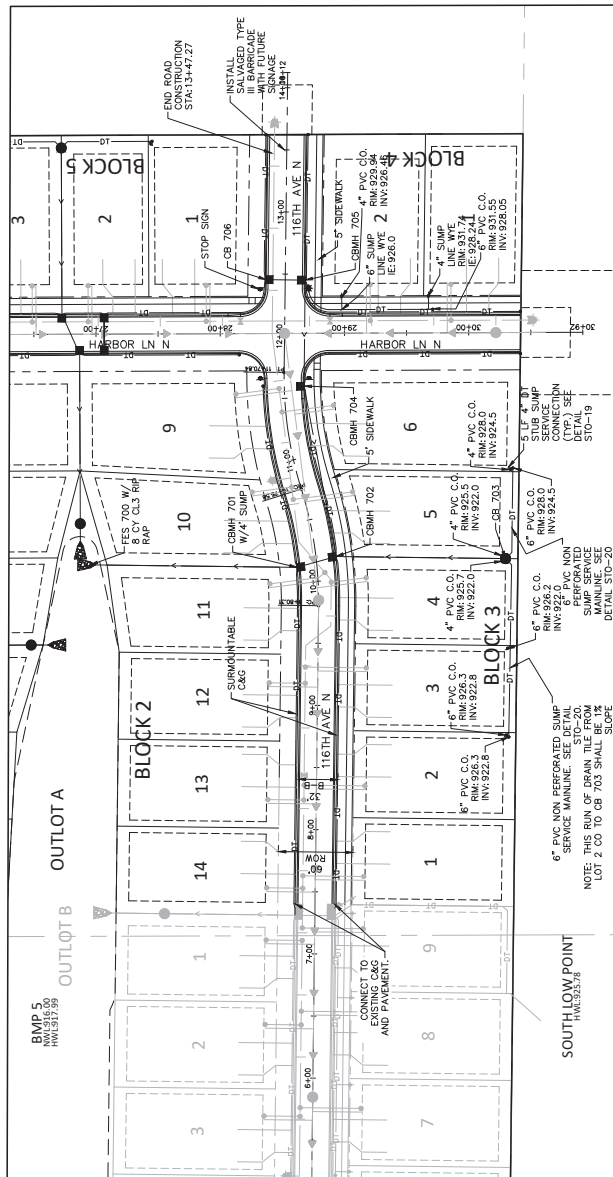
PROJECT TEAM DATA
DESIGNED: TAS

DRAWN: TAS, DJB, ELL
PROJECT NO: 221-0250

20

20

SHEET 20 of 24 79



STRUCTURE AND CASTING SCHEDULE		
MH NO.	SIZE	CASTING
701	48" DIA	R-3067-VB
702	48" DIA	R-3067-VB
703	27" DIA	R-4342
704	48" DIA	R-3067-V
705	48" DIA	R-3067-VB
706	2'x3'	R-3067-VB

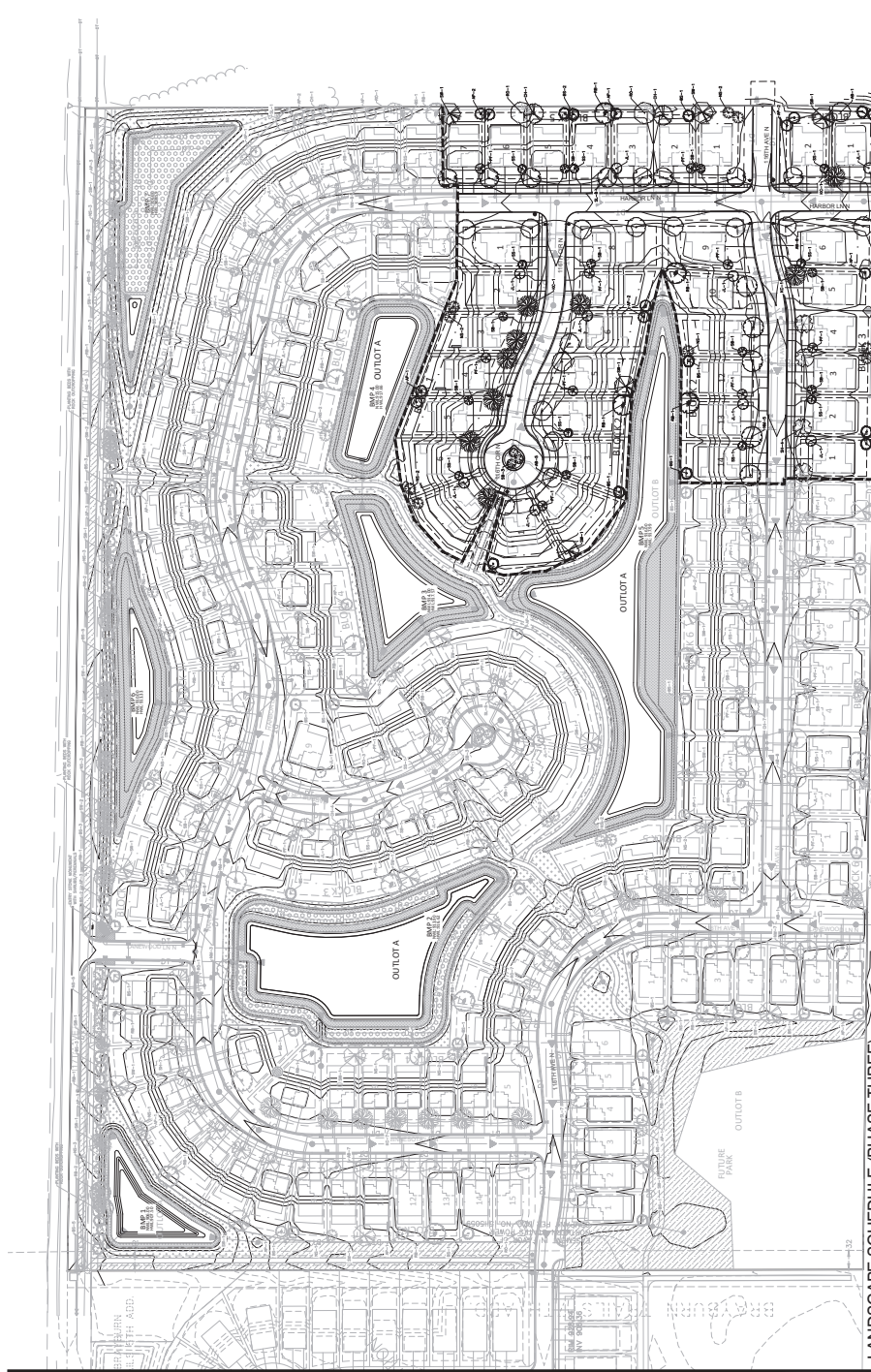
NOTE: ALL CASTINGS SHALL BE NEENAH OR APPROVED EQUAL.

NOTES:

1. ALL PUBLIC STREET INTERSECTION CURB RETURNS SHALL BE B618.
2. THE LAST 3 STORM SEWER PIPE JOINTS BETWEEN THE LAST 30' OF STORM SEWER SHALL BE FLARED END SECTIONS AND STRUCTURES.
3. FOR SEE, SIGNAGE, AND LIGHTING PLAN ALSO SEE LIGHTING LOCATIONS.
4. SEE GEO TECHNICAL REPORT FOR R-VALUES.
5. ALL ROAD SUBDRAIN TO BE PERFORATED STORM SEWER STRUCTURES TO DRAIN TO CORRECT STORM SEWER STRUCTURES SHALL BE -3.5' BELOW RM AT CURB.
6. ALL BACKYARD SUMP SERVICE MANHOLE TO BE 6" PVC. ALL BACKYARD SUMP SERVICES TO BE 4" PVC. DRAINLITE CONNECTION TO STORM SEWER STRUCTURES SHALL BE -3.5' BELOW RM.

LEGEND:

PROPOSED STORM SEWER	EXISTING WATERMAIN
PROPOSED DRAINAGE	EXISTING CATCH BASIN
PROPOSED SANITARY SEWER	EXISTING STORM MANHOLE
PROPOSED WATERMAIN	EXISTING STORM SEWER
PROPOSED SERVICE	EXISTING SANITARY MANHOLE
PROPOSED CATCH BASIN	EXISTING SANITARY SEWER
PROPOSED SANITARY MANHOLE	
PROPOSED EXISTING VALVE	
PROPOSED INVERT	
EXISTING GATE VALVE	
EXISTING HYDRANT	
EXISTING WATERMAIN	
EXISTING CATCH BASIN	
EXISTING STORM MANHOLE	
EXISTING STORM SEWER	
EXISTING SANITARY MANHOLE	
EXISTING SANITARY SEWER	



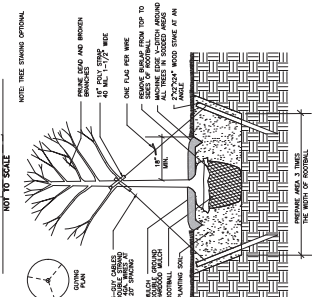
LANDSCAPE SCHEDULE (PHASE THREE)

#	LOT	COMMON NAME / SCIENTIFIC NAME	SIZE	NOTES
1	101	Red Maple	12" x 16"	12" x 16" Red Maple
2	102	Red Maple	12" x 16"	12" x 16" Red Maple
3	103	Red Maple	12" x 16"	12" x 16" Red Maple
4	104	Red Maple	12" x 16"	12" x 16" Red Maple
5	105	Red Maple	12" x 16"	12" x 16" Red Maple
6	106	Red Maple	12" x 16"	12" x 16" Red Maple
7	107	Red Maple	12" x 16"	12" x 16" Red Maple
8	108	Red Maple	12" x 16"	12" x 16" Red Maple
9	109	Red Maple	12" x 16"	12" x 16" Red Maple
10	110	Red Maple	12" x 16"	12" x 16" Red Maple
11	111	Red Maple	12" x 16"	12" x 16" Red Maple
12	112	Red Maple	12" x 16"	12" x 16" Red Maple
13	113	Red Maple	12" x 16"	12" x 16" Red Maple
14	114	Red Maple	12" x 16"	12" x 16" Red Maple
15	115	Red Maple	12" x 16"	12" x 16" Red Maple
16	116	Red Maple	12" x 16"	12" x 16" Red Maple
17	117	Red Maple	12" x 16"	12" x 16" Red Maple
18	118	Red Maple	12" x 16"	12" x 16" Red Maple
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21	121	Red Maple	12" x 16"	12" x 16" Red Maple
22	122	Red Maple	12" x 16"	12" x 16" Red Maple
23	123	Red Maple	12" x 16"	12" x 16" Red Maple
24	124	Red Maple	12" x 16"	12" x 16" Red Maple
25	125	Red Maple	12" x 16"	12" x 16" Red Maple
26	126	Red Maple	12" x 16"	12" x 16" Red Maple
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99	199	Red Maple	12" x 16"	12" x 16" Red Maple
100	200	Red Maple	12" x 16"	12" x 16" Red Maple

LANDSCAPE REQUIREMENTS (ALL PHASES)

TREES REQUIRED: 87 SINGLE FAMILY LOT
PROPOSED LOTS: 145
TOTAL TREES PROPOSED: 1,200.5" (227 OVERSTORY, 167 CONIFER, 105 ORNAMENTAL)
EACH 774.5 LOT TO HAVE 2 TREES IN FRONT YARD AND 1 TREE IN BACK YARD. EACH 50' LOT TO HAVE TREE IN FRONT YARD AND TREE IN BACK YARD
TREES TO BE PLANTED A MINIMUM OF 5' FROM PROPERTY LINES.
PHASE ONE TREE/INCHES:
TOTAL TREE PROPOSED: 187 (82 OVERSTORY, 98 CONIFER, 7 ORNAMENTAL)
PHASE TWO TREE/INCHES:
TOTAL TREE PROPOSED: 513"
PHASE THREE TREE/INCHES:
TOTAL TREE PROPOSED: 195 (91 OVERSTORY, 39 CONIFER, 65 ORNAMENTAL)
TOTAL INCHES PROPOSED: 474.5"
PHASE THREE TREE/INCHES:
TOTAL TREE PROPOSED: 123 (54 OVERSTORY, 30 CONIFER, 39 ORNAMENTAL)
TOTAL INCHES PROPOSED: 303"

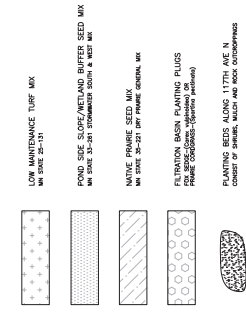
TREE PLANTING DETAIL



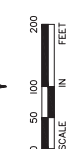
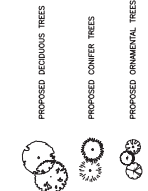
PLANTING NOTES

- CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DAYTON, OHIO, AND THE OHIO DEPARTMENT OF AGRICULTURE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DAYTON, OHIO, AND THE OHIO DEPARTMENT OF AGRICULTURE.
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EXISTING GROUND COVER



LEGEND



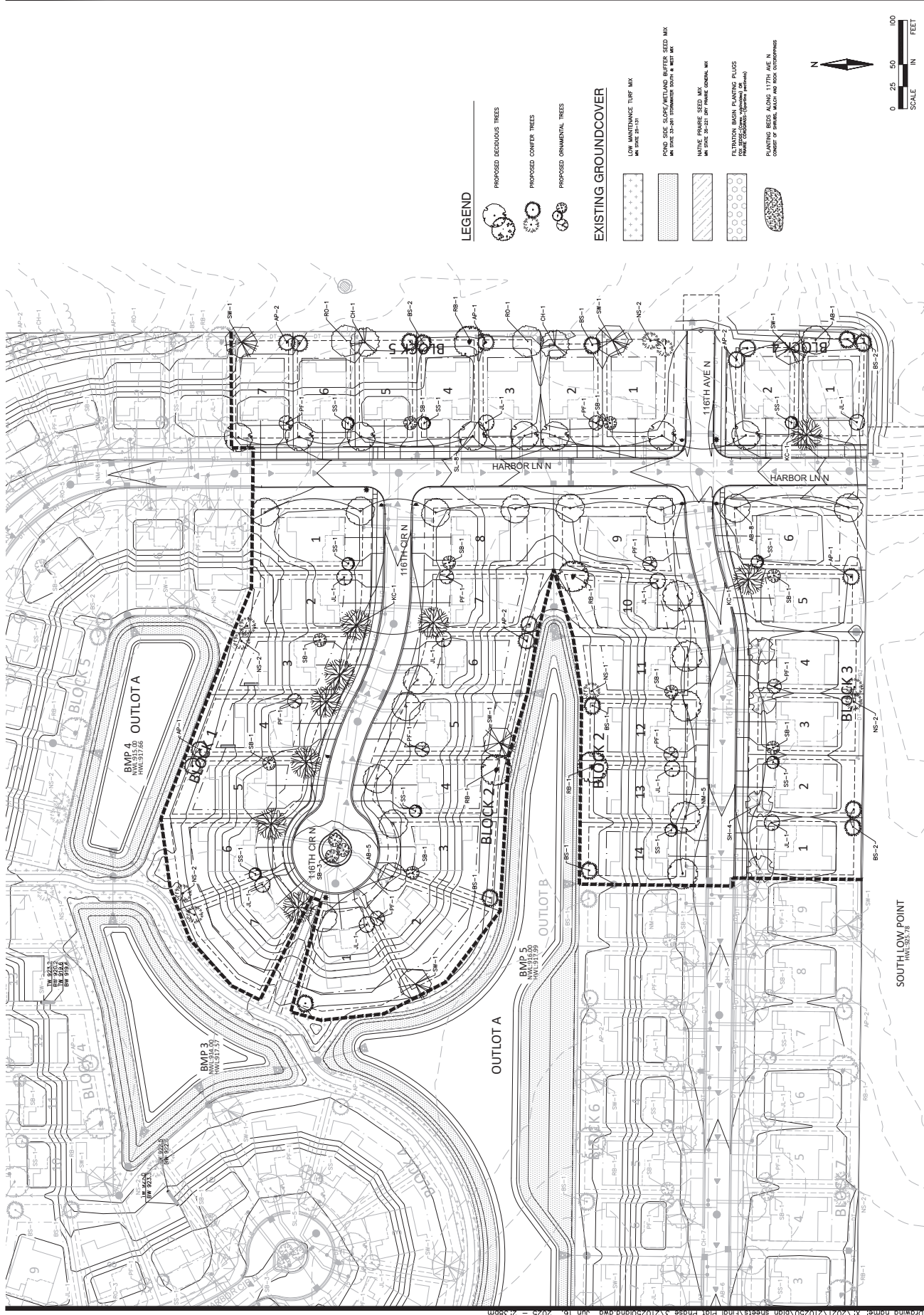
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed landscape architect under the laws of the State of Minnesota.

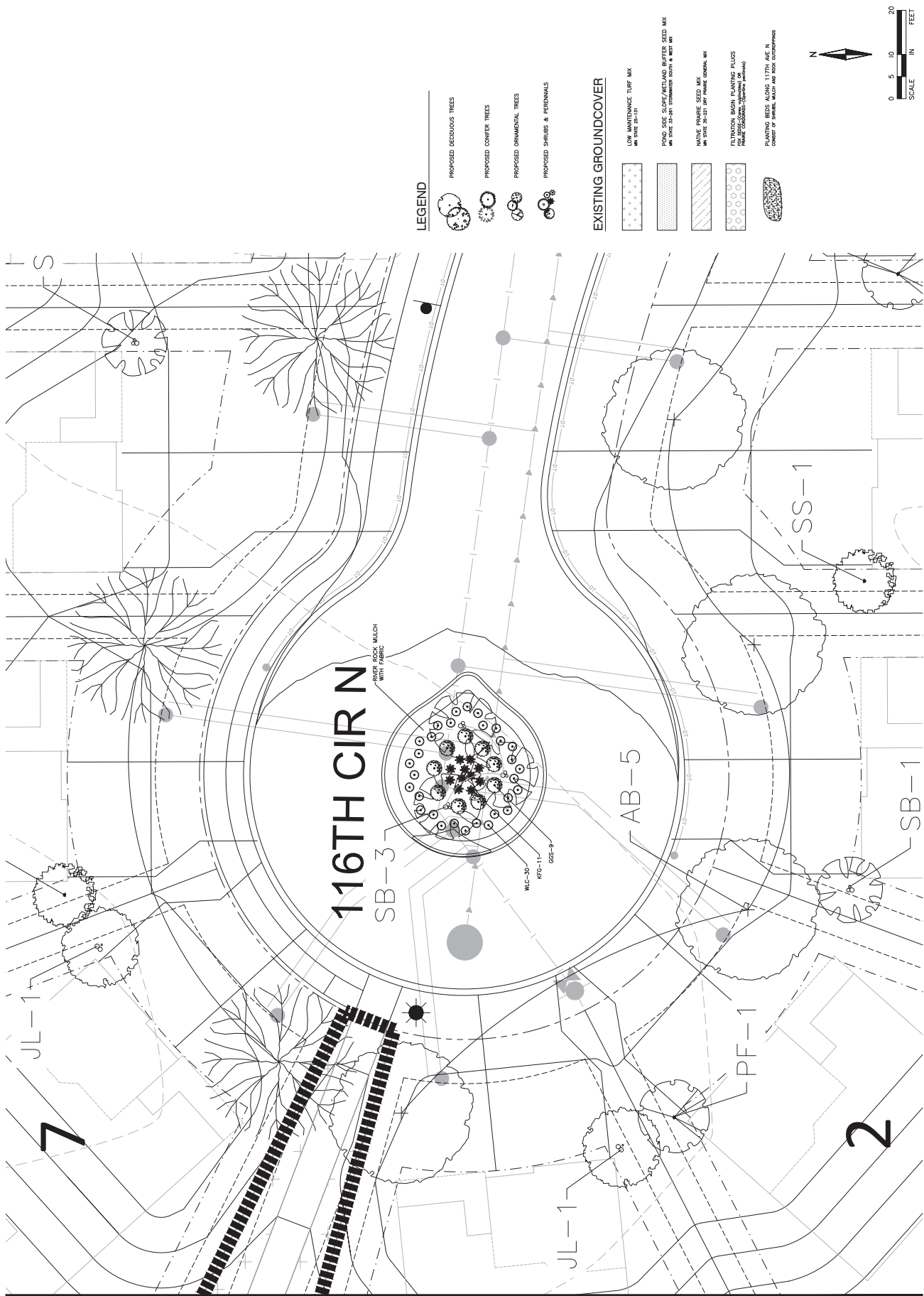
MINNESOTA
Date: 6/14/23 License No. 99333
JAMES HARRISON, P.A. ALA

QUALITY ASSURANCE/CONTROL

DATE	ISSUE
3-22-23	SCHEMATIC
3-22-23	PERMIT COMMENTS
5-11-23	PERMIT SET
5-11-23	CONSTRUCTION DOCUMENTS

PROJECT TEAM DATA	
DESIGNED:	JOH
DRAWN:	TUM
PROJECT NO.	231-0025





To:	Jon Sevald	From:	Jason Quisberg, Engineering Nick Findley, Engineering Josh Accola, Engineering
Project:	Brayburn Trails East 3 rd Addition	Date:	6/12/2025

Exhibits:

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

1. Brayburn Trails East 3rd Addition Plans dated 3/6/2025, by Alliant Engineering, 24 sheets
2. Brayburn Trails East SWMP dated 7/24/2024, by Alliant Engineering, 298 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 additional planning, zoning, land-use, and other applicable codes of the City of Dayton.
3. For any site activity (demo, grading, utilities, etc.) no closures or restrictions of any kind shall be imposed upon the public use of 117th Ave N 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.
4. Discussions of improvements to the intersection of 117th Ave N and Fernbrook Lane N have been ongoing between the developer and the City. It is understood that the DA will include language regarding the extent of the developer's contribution to said improvements.

Erosion Control/SWPPP

5. Inlets 806 and 803 are missing inlet protection. Please provide.

Grading /Stormwater

6. Areas to be maintained are to be a maximum of 4:1. Revise grading to be less than 4:1 or provide retaining walls to reduce the slopes if it cannot be accomplished by grading.
 - o Grading along both sides of the green space trail is greater than 4:1.
 - o Between Lot 1 & 2 Block 1 is greater than 4:1.
7. Trail slopes to be a maximum of 5% per ADA guidelines or provide additional information on why it is not feasible.
 - o Additional information has been provided and is accepted. Remove the "serpentine" alignment shown in red on some sheets.

June 12th, 2025

Brayburn East 3rd Addition

Jon Sevald

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8. Casting structures 701, 702, 705, and 806 are R-3067-V, but appear to be low point catch basins and should have VB castings.
9. Pedestrian ramp details including elevations and slopes have been provided.
 - Ensure truncated domes are included in the trail pedestrian ramp at the end of 116th Circle.
 - Cross slope provided for landing at the trail connection at the end of 116th Circle is greater than 2%. Landings are to be 2% in all directions per ADA requirements.
 - SE pedestrian ramp 116th-Harbor Lane: Per the MNDOT pedestrian ramp details all other curb ramp types shall be considered prior to the use of diagonal (combined directional, fan, depressed corner, etc.). If other options do not work, diagonal would be allowed but it needs to be in conformance to the MNDOT detail plate.

End of Comments

PRESENTER:

Jason Quisberg

ITEM:

Reduction of the Letter of Credit (LOC) for the 1st and 2nd Addition of the Brayburn East Development.

PREPARED BY:

Jason Quisberg, Engineering
Nick Findley, Engineering

POLICY DECISION / ACTION TO BE CONSIDERED:

Reduction of the letter of credit for public improvements for the 1st and 2nd Addition of the Brayburn East Development.

BACKGROUND:

Work in the 1st and 2nd Addition of the Brayburn East Development continues to be completed. To date they have been working on utility and street installation. The remaining items include wear course paving and pond draintile.

The current LOC balance for 1st Addition is \$822,194.51 and 2nd Addition is \$384,990.94. We recommend reducing 1st Addition in the amount of \$342,744.35 and 2nd Addition in the amount of \$159,307.92. For a remaining balance for 1st Addition of \$479,450.16 and 2nd Addition of \$225,683.02.

CRITICAL ISSUES:

There are no outstanding critical issues.

COMMISSION REVIEW / ACTION (IF APPLICABLE):

60/120-DAY RULE (IF APPLICABLE):

RELATIONSHIP TO COUNCIL GOALS:

BUDGET IMPACT:

None

RECOMMENDATION:

Staff recommends reducing the LOC for the 1st Addition of the Brayburn East Development by the amount of \$342,744.35 for a remaining balance of \$479,450.16 and 2nd Addition by the amount of \$159,307.92 for a remaining balance of \$225,683.02.

ATTACHMENT(S):

Brayburn East 1st Addition Remaining Work Summary
Brayburn East 2nd Addition Remaining Work Summary

COMPLETED ITEMS BY PAY PERIOD

BRAYBURN TRAILS EAST - PHASE 1
TWIN CITIES LAND DEVELOPMENT

SR WEIDEMA JOB # 3200
PAY PERIOD END DATE:



Thru: 6/25/2025

ITEM	DESCRIPTION OF PAY ITEM	QUANTITIES			UNIT PRICE	TOTAL BID	PARTIAL PAY ESTIMATE 7		TOTAL TO DATE		
		QUANTITIES	UNIT	AMOUNT			QUANTITY	AMOUNT			
									QUANTITY	AMOUNT	
BASE BID											
SANITARY SEWER:											
10	MOBILIZATION	1.00	LS	7,500.00	7,500.00	-	\$0.00	1.00	\$7,500.00		
20	TELEWISE SEWER	2,321.10	LF	2.50	5,802.75	-	\$0.00	2,322.00	\$5,805.00		
30	CONNECT TO EXISTING SANITARY SEWER	1.00	EA	3,000.00	3,000.00	-	\$0.00	1.00	\$3,000.00		
40	8" PVC SANITARY SEWER SDR35	691.40	LF	57.00	39,409.80	-	\$0.00	692.00	\$39,444.00		
50	8" PVC SANITARY SEWER SDR26	1,629.70	LF	105.00	171,118.50	-	\$0.00	1,630.00	\$171,150.00		
60	CONSTRUCT SANITARY MH-48" DIA (0-8')	13.00	EA	4,810.00	62,530.00	-	\$0.00	13.00	\$62,530.00		
70	CONSTRUCT SANITARY MH-48" DIA (>8')	105.30	LF	242.00	25,482.60	-	\$0.00	105.30	\$25,482.60		
80	8" X 4" PVC WYE SCH.40 W/BEND + CAP	50.00	EA	294.00	14,700.00	-	\$0.00	50.00	\$14,700.00		
90	4" PVC SAN SERVICE SCH.40 - RISER (ACTUAL LENGTH)	394.00	LF	16.00	6,304.00	-	\$0.00	394.00	\$6,304.00		
100	4" PVC SANITARY SERVICE SCHEDULE 40	1,701.50	LF	24.00	40,836.00	-	\$0.00	1,904.00	\$45,696.00		
110	REPLACE EXISTING ROAD AT CONNECTION	329.00	SF	5.50	1,809.50	-	\$0.00	329.00	\$1,809.50		
115	INSULATION 4" ATOP SANITARY SEWER	135.00	LF	27.00	3,645.00	-	\$0.00	135.00	\$3,645.00		
	SUBTOTAL SANITARY SEWER:				382,138.15		\$0.00		\$387,066.10		
WATERMAIN:											
120	CONNECT TO EXISTING WATER MAIN	1.00	EA	1,500.00	1,500.00	-	\$0.00	1.00	\$1,500.00		
130	WATER TEST	1.00	EA	1,500.00	1,500.00	-	\$0.00	1.00	\$1,500.00		
140	6" WATER MAIN DIP CL-52 (HYDRANT LEADS)	72.80	LF	40.00	2,912.00	-	\$0.00	75.00	\$3,000.00		
145	6" WATER MAIN C900 PVC	165.50	LF	42.00	6,951.00	-	\$0.00	165.00	\$6,930.00		
150	8" WATER MAIN C900 PVC	2,282.00	LF	45.00	102,690.00	-	\$0.00	2,282.00	\$102,690.00		
160	HYDRANT W/ 6" GATE VALVE & BOX	6.00	EA	7,363.00	44,178.00	-	\$0.00	6.00	\$44,178.00		
170	SALVAGE AND RE-INSTALL HYDRANT W/ 6" GV & BOX	1.00	EA	1,559.00	1,559.00	-	\$0.00	1.00	\$1,559.00		
180	8" X 6" TEE	7.00	EA	1,040.00	7,280.00	-	\$0.00	7.00	\$7,280.00		
190	8" X 8" TEE	2.00	EA	1,130.00	2,260.00	-	\$0.00	2.00	\$2,260.00		
200	8" - 11.25 DEGREE BEND	3.00	EA	680.00	2,040.00	-	\$0.00	3.00	\$2,040.00		
210	8" - 22.5 DEGREE BEND	7.00	EA	699.00	4,893.00	-	\$0.00	7.00	\$4,893.00		
220	6" - 45 DEGREE BEND	2.00	EA	605.00	1,210.00	-	\$0.00	2.00	\$1,210.00		
230	6" - 11.25 DEGREE BEND	1.00	EA	584.00	584.00	-	\$0.00	1.00	\$584.00		
240	6" GATE VALVE & BOX	1.00	EA	2,080.00	2,080.00	-	\$0.00	1.00	\$2,080.00		
250	8" GATE VALVE & BOX	6.00	EA	2,802.00	16,812.00	-	\$0.00	6.00	\$16,812.00		
260	1" CORP. SADDLE, CURB STOP AND BOX	50.00	EA	565.00	28,250.00	-	\$0.00	50.00	\$28,250.00		
270	1" POLYETHYLENE BLUE ULTRA HDPE SERVICE	2,157.00	LF	16.00	34,512.00	-	\$0.00	2,157.00	\$34,512.00		
280	2" CORP. SADDLE, CURB STOP, AND BOX (IRR. SERVICE)	2.00	EA	1,166.00	2,332.00	-	\$0.00	2.00	\$2,332.00		
290	2" POLYETHYLENE BLUE ULTRA HDPE SERVICE (IRR. SERVICE)	68.00	LF	55.00	3,740.00	-	\$0.00	82.00	\$4,510.00		
300	WATER MAIN LOWERING - 8"	2.00	EA	3,456.00	6,912.00	-	\$0.00	2.00	\$6,912.00		
310	WATER MAIN LOWERING - 6"	1.00	EA	2,474.00	2,474.00	-	\$0.00	1.00	\$2,474.00		
320	INSULATION	1.00	LS	2,311.00	2,311.00	-	\$0.00	1.00	\$2,311.00		
	SUBTOTAL WATER MAIN:				278,980.00		\$0.00		\$279,817.00		
STORM SEWER:											
330	TELEWISE SEWER	3,823.00	LF	3.00	11,469.00	-	\$0.00	0.00	\$0.00		
340	TELEWISE STREET DRAINTILE	4,282.00	LF	2.50	10,705.00	-	\$0.00	0.00	\$0.00		
350	TELEWISE SUMP DRAINTILE	1,046.00	LF	2.50	2,615.00	-	\$0.00	0.00	\$0.00		

360	12" RC PIPE SEWER CLASS V	1,177.40	LF	63.00	74,176.20	-	\$0.00	1,177.40	\$74,176.20
370	15" RC PIPE SEWER CLASS V	795.00	LF	69.00	54,855.00	-	\$0.00	795.00	\$54,855.00
380	18" RC PIPE SEWER CLASS V	652.20	LF	73.00	47,610.60	-	\$0.00	652.20	\$47,610.60
390	21" RC PIPE SEWER CLASS III	835.30	LF	88.00	73,506.40	-	\$0.00	835.30	\$73,506.40
400	24" RC PIPE SEWER CLASS III	157.70	LF	91.00	14,350.70	-	\$0.00	157.70	\$14,350.70
410	27" RC PIPE SEWER CLASS III	45.60	LF	114.00	5,198.40	-	\$0.00	45.60	\$5,198.40
420	30" RC PIPE SEWER CLASS III	160.10	LF	164.00	26,256.40	-	\$0.00	160.10	\$26,256.40
430	CONSTRUCT DRAINAGE STRUCTURE DESIGN 2'X3' BOX	7.00	EA	2,737.00	19,159.00	-	\$0.00	8.00	\$21,896.00
440	CONSTRUCT DRAINAGE STRUCTURE DESIGN 27" DIA (0-8)	2.00	EA	2,623.00	5,246.00	-	\$0.00	2.00	\$5,246.00
450	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48" DIA (0-8)	26.00	EA	4,624.00	120,224.00	-	\$0.00	25.00	\$115,600.00
460	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60" DIA (0-8)	1.00	EA	6,628.00	6,628.00	-	\$0.00	1.00	\$6,628.00
470	CONSTRUCT OUTLET CONTROL STRUCTURE 60" DIA (0-8)	7.00	EA	13,855.00	96,985.00	-	\$0.00	7.00	\$96,985.00
480	CONSTRUCT DRAINAGE STRUCTURE 48" DIA (<8)	24.10	LF	340.00	5,784.00	-	\$0.00	19.52	\$4,684.80
490	CONSTRUCT DRAINAGE STRUCTURE 60" DIA (<8)	10.57	LF	392.00	4,143.44	-	\$0.00	10.57	\$4,143.44
500	12" RC PIPE SEWER CLASS III APRON W/TRASH GUARD	2.00	EA	1,425.00	2,850.00	-	\$0.00	2.00	\$2,850.00
510	15" RC PIPE SEWER CLASS III APRON W/TRASH GUARD	2.00	EA	1,585.00	3,170.00	-	\$0.00	2.00	\$3,170.00
520	18" RC PIPE SEWER CLASS III APRON W/TRASH GUARD	1.00	EA	1,716.00	1,716.00	-	\$0.00	1.00	\$1,716.00
530	21" RC PIPE SEWER CLASS III APRON W/TRASH GUARD	2.00	EA	2,191.00	4,382.00	-	\$0.00	2.00	\$4,382.00
540	24" RC PIPE SEWER CLASS III APRON W/TRASH GUARD	2.00	EA	2,574.00	5,148.00	-	\$0.00	2.00	\$5,148.00
550	27" RC PIPE SEWER CLASS III APRON W/TRASH GUARD	1.00	EA	2,973.00	2,973.00	-	\$0.00	1.00	\$2,973.00
560	30" RC PIPE SEWER CLASS III APRON W/TRASH GUARD	1.00	EA	3,317.00	3,317.00	-	\$0.00	1.00	\$3,317.00
570	4" PVC PERF. DRAINTILE (STREET)	4,282.00	LF	18.00	77,076.00	-	\$0.00	4,282.00	\$77,076.00
580	4" PVC DRAINTILE CLEANOUT (STREET)	15.00	EA	193.00	2,895.00	-	\$0.00	15.00	\$2,895.00
590	INLET PROTECTION	36.00	EA	378.00	13,608.00	8.00	\$3,024.00	36.00	\$13,608.00
600	CLASS III RIP RAP	162.00	CY	171.00	27,702.00	-	\$0.00	162.00	\$27,702.00
610	6" X 4" PVC WYE (SUMP SERVICE)	20.00	EA	99.00	1,980.00	-	\$0.00	20.00	\$1,980.00
620	4" X 4" PVC WYE (SUMP SERVICE)	22.00	EA	74.00	1,628.00	-	\$0.00	22.00	\$1,628.00
630	4" PVC NON-PERFORATED DRAINTILE (SUMP SERVICE) 5' EA	110.00	LF	11.50	1,265.00	-	\$0.00	110.00	\$1,265.00
640	4" PVC NON-PERFORATED DRAINTILE (C:LEANOUT RISER) 4' EA	88.00	LF	9.00	792.00	-	\$0.00	88.00	\$792.00
650	4" CLEANOUT RISER CAP	22.00	EA	126.00	2,772.00	-	\$0.00	22.00	\$2,772.00
660	6" PVC NON-PERFORATED DRAINTILE (SUMP MAINLINE)	1,046.00	LF	14.00	14,644.00	-	\$0.00	1,046.00	\$14,644.00
670	6" PVC CLEANOUT (SUMP MAINLINE)	11.00	EA	318.00	3,498.00	-	\$0.00	11.00	\$3,498.00
680	6" PVC PERFORATED DRAINTILE (BMP 2)	1,052.00	LF	24.00	25,248.00	-	\$0.00	0.00	\$0.00
690	6" PVC DRAINTILE CLEANOUT (BMP 2)	7.00	EA	310.00	2,170.00	-	\$0.00	0.00	\$0.00
700	#57 COURSE AGGREGATE (DRAINTILE SECTION) (BMP 2)	28.00	CY	81.00	2,268.00	-	\$0.00	0.00	\$0.00
710	MEDIA MIX C DRAINTILE TRENCH (BMP 2)	18,379.00	SF	1.70	31,244.30	-	\$0.00	0.00	\$0.00
720	6" PVC PERFORATED DRAINTILE (BMP 7)	739.00	LF	24.00	17,736.00	-	\$0.00	0.00	\$0.00
730	6" PVC PERFORATED CLEANOUT (BMP 7)	3.00	EA	436.00	1,308.00	-	\$0.00	0.00	\$0.00
740	6" PVC NON-PERFORATED DRAINTILE (BMP 7)	54.00	LF	14.00	756.00	-	\$0.00	0.00	\$0.00
750	#57 COURSE AGGREGATE (DRAINTILE SECTION) (BMP 7)	20.00	CY	81.00	1,620.00	-	\$0.00	0.00	\$0.00
760	MEDIA MIX C DRAINTILE TRENCH (BMP 7)	18,751.00	SF	1.70	31,876.70	-	\$0.00	0.00	\$0.00
770	REMOVE EXISTING 24" FES (NW CORNER)	1.00	EA	334.00	334.00	-	\$0.00	1.00	\$334.00
780	REMOVE EXISTING 24" PIPE (NW CORNER)	13.00	LF	19.00	247.00	-	\$0.00	13.00	\$247.00
790	CORE DRILL EXISTING NE STORM STRUCTURE	1.00	LS	1,200.00	1,200.00	-	\$0.00	1.00	\$1,200.00
800	MAINTENANCE ACCESS 6" TOPSOIL ON 6" CL-5	5,670.00	SF	6.25	35,437.50	-	\$0.00	0.00	\$0.00
805	TURF REINFORCEMENT MAT - CITY DETAIL STO-10	2,647.00	SF	16.50	43,675.50	-	\$0.00	0.00	\$0.00
	SUBTOTAL STORM SEWER:				945,449.14		\$3,024.00		\$724,333.94
810	MOBILIZATION	1.00	LS	5,150.00	5,150.00	-	\$0.00	1.00	\$5,150.00
820	SUBGRADE PREPARATION	9,332.10	SY	1.65	15,397.97	-	\$0.00	9,332.10	\$15,397.97
830	SUBGRADE STABILIZATION FABRIC, NON-WOVEN (GEO FAB TYPE V)	9,332.10	SY	1.30	12,131.73	-	\$0.00	9,332.10	\$12,131.73
840	12" SELECT GRANULAR BORROW (CV) (TO 1' BOC)	3,110.70	CY	23.25	72,323.78	-	\$0.00	6,372.00	\$148,149.00
850	8" AGGREGATE BASE (CV) CL-5 100% CRUSHED (TO 1' BOC)	2,073.80	CY	36.00	74,656.80	-	\$0.00	2,073.80	\$74,656.80
860	2" TYPE SPNWB330B BASE COURSE MIXTURE	911.80	TN	76.85	70,071.83	22.36	\$1,718.37	939.61	\$72,209.03

870	1.5" TYPE SPWEA340B WEAR COURSE MIXTURE	683.80	TN	95.75	65,473.85	33.23	\$3,181.77	33.23	\$3,181.77
880	TACK COAT SP2357	379.90	GAL	3.50	1,329.65	24.00	\$84.00	74.00	\$259.00
890	CONCRETE CURB & GUTTER DESIGN B618	1,143.00	LF	23.00	26,289.00	-	\$0.00	1,298.00	\$29,854.00
900	CONCRETE CURB & GUTTER DESIGN SURMOUNTABLE	3,336.00	LF	18.40	61,382.40	-	\$0.00	3,228.00	\$59,395.20
910	ADJUST MH CASTINGS	13.00	EA	485.00	6,305.00	-	\$0.00	13.00	\$6,305.00
920	ADJUST GATE VALVE CASTINGS	7.00	EA	352.00	2,464.00	-	\$0.00	7.00	\$2,464.00
930	5' WIDE 6" SIDEWALK W/6" CL-5	11,472.00	SF	7.95	91,202.40	-	\$0.00	10,713.00	\$85,168.35
940	PED RAMP 5' SIDEWALK	8.00	EA	1,325.00	10,600.00	-	\$0.00	6.00	\$7,950.00
950	8' WIDE TRAIL - 3" SPWEA240B BIT - 6" CL-5	9,010.00	SF	3.95	35,589.50	-	\$0.00	0.00	\$0.00
960	PED RAMP 8' BIT TRAIL	2.00	EA	1,640.00	3,280.00	-	\$0.00	2.00	\$3,280.00
970	STREET LIGHTING - TOLD COORDINATING	5.00	EA	500.00	0.00	-	\$0.00	0.00	\$0.00
980	STOP SIGN	4.00	EA	450.00	2,500.00	-	\$0.00	0.00	\$0.00
990	STREET SIGN	2.00	EA	550.00	1,800.00	-	\$0.00	0.00	\$0.00
1000	PEDESTRIAN CROSSING SIGN W11-2 24"X24"	6.00	EA	500.00	1,100.00	-	\$0.00	0.00	\$0.00
1010	TYPE III BARRICADES (STREET)	2.00	EA	450.00	3,000.00	-	\$0.00	0.00	\$0.00
1020	TYPE III BARRICADES (SIDEWALK & TRAIL)	1.00	EA	983.00	900.00	-	\$0.00	0.00	\$0.00
1030	TEMPORARY CUL-DE-SAC (NORTH)	1.00	LS	12,038.00	12,038.00	-	\$0.00	0.00	\$0.00
1040	TEMPORARY CUL-DE-SAC (SOUTH)	1.00	LS	990.00	990.00	-	\$0.00	0.00	\$0.00
1050	STREET CLEANING FOR WEAR COURSE INSTALLATION	1.00	LS	918.00	918.00	-	\$0.00	0.00	\$0.00
1060	REMOVE EXISTING TEMPORARY CUL-DE-SAC	3.00	EA	900.00	2,700.00	-	\$0.00	0.00	\$0.00
1062	CROSSWALK PAVEMENT MARKING	1.00	EA	450.00	450.00	-	\$0.00	0.00	\$0.00
1064	SPEED LIMIT 30MPH SIGN	2.00	EA	350.00	700.00	-	\$0.00	0.00	\$0.00
1066	TEMPORARY 'NO PARKING SIGN' (TEMP CDS)				590,581.90		\$4,984.14		\$537,589.85
SUBTOTAL STREETS:									
117TH AVE IMPROVEMENTS:									
1070	SAWCUT & REMOVE 1' BITUMINOUS SHOULDER	1,917.00	LF	5.35	10,255.95	1,935.00	\$10,352.25	1,935.00	\$10,352.25
1080	REMOVE EXISTING GRAVEL EDGE	1,917.00	LF	0.80	1,533.60	1,935.00	\$1,548.00	1,935.00	\$1,548.00
1090	REMOVE & SALVAGE EXISTING DRAINTILE	250.00	LF	6.15	1,537.50	250.00	\$1,537.50	250.00	\$1,537.50
1100	FILL BOULEVARD (COMMON EX.)	3,585.00	CY	10.00	35,850.00	3,175.00	\$31,750.00	3,175.00	\$31,750.00
1110	SUBGRADE PREPARATION	1,171.00	SY	1.65	1,932.15	1,183.00	\$1,951.95	1,183.00	\$1,951.95
1120	SUBGRADE STABILIZATION FABRIC, NON-WOVEN (GEO FAB TYPE V)	1,171.00	SY	1.30	1,522.30	1,183.00	\$1,537.90	1,183.00	\$1,537.90
1130	12" SELECT GRANULAR BORROW (CV) (TO 1' BOC)	390.00	CY	26.50	10,335.00	390.00	\$10,335.00	390.00	\$10,335.00
1140	12" AGGREGATE BASE (CV) CL-5 100% CRUSHED (TO 1' BOC)	390.00	CY	40.50	15,795.00	390.00	\$15,795.00	390.00	\$15,795.00
1150	2.5" TYPE SPNWB330B BASE COURSE MIXTURE	78.00	TN	135.00	10,530.00	78.00	\$10,530.00	78.00	\$10,530.00
1160	1.5" TYPE SPWEA340B WEAR COURSE MIXTURE	47.00	TN	150.00	7,050.00	47.00	\$7,050.00	47.00	\$7,050.00
1170	TACK COAT SP2357	26.00	GAL	3.50	91.00	26.00	\$91.00	26.00	\$91.00
1180	CONCRETE CURB & GUTTER DESIGN B618	1,824.00	LF	19.20	35,020.80	1,935.00	\$37,152.00	1,935.00	\$37,152.00
1190	10' WIDE TRAIL - 3" SPWEA240B BIT- 6" CL-5	18,532.00	SF	3.40	63,008.80	-	\$0.00	0.00	\$0.00
1200	PED RAMP 10' BIT TRAIL	2.00	EA	3,300.00	6,600.00	2.00	\$6,600.00	2.00	\$6,600.00
1210	4" SOLID WHITE PAVEMENT MARKING	1,840.00	LF	2.35	4,324.00	-	\$0.00	0.00	\$0.00
1220	4" PVC PERF. DRAINTILE (STREET)	721.00	LF	19.00	13,699.00	745.00	\$14,155.00	745.00	\$14,155.00
1230	4" PVC DRAINTILE CLEANOUT (STREET)	4.00	EA	232.00	928.00	4.00	\$928.00	4.00	\$928.00
SUBTOTAL 117TH AVE IMPROVEMENTS:					220,013.10		\$151,313.60		\$151,313.60
TOTAL - BASE CONTRACT					\$2,417,162.29		\$159,321.74		\$2,080,120.49

EXTRA WORK				TOTAL		PARTIAL PAY ESTIMATE 7		TOTAL TO DATE	
ITEM	DESCRIPTION OF PAY ITEM	QUANTITIES	UNIT	UNIT PRICE	BID	QUANTITY	AMOUNT	QUANTITY	AMOUNT
1	4" IRRIGATION SERVICE	1.00	LS	7,900.00	7,900.00	-	\$0.00	1.00	\$7,900.00
2	ADDITIONAL 12" SUBCUT	3,260.00	CY	4.15	13,529.00	-	\$0.00	3,260.00	\$13,529.00
3	ADD 3" MINUS TO SUBGRADE	247.00	TN	33.75	8,336.25	-	\$0.00	247.00	\$8,336.25
4	INVOICE 3200-01 (MODIFY SAN MH 21)	1.00	LS	2,239.25	2,239.25	-	\$0.00	1.00	\$2,239.25
5	STREET NAME SIGN CANCELLATION CHARGE	8.00	EA	85.00	680.00	-	\$0.00	8.00	\$680.00

6	TEMP SIGN MOBILIZATION	1.00	LS	360.00	360.00	-	\$0.00	1.50	\$540.00
7	TEMP STREET NAME SIGN	3.00	EA	300.00	900.00	-	\$0.00	4.00	\$1,200.00
8	TEMP STOP SIGN	3.00	EA	120.00	360.00	-	\$0.00	4.00	\$480.00
9	CONDUIT CROSSINGS	17.00	EA	425.00	7,225.00	-	\$0.00	17.00	\$7,225.00
10	INSTALL SILT FENCE	150.00	LF	3.50	525.00	-	\$0.00	150.00	\$525.00
11	INVOICE 3200-02 (REGRADE AFTER SMALL UTILITIES)	1.00	LS	5,399.50	5,399.50	-	\$0.00	1.00	\$5,399.50
12	INVOICE 3200-03 (REMOVE SILT FENCE)	1.00	LS	2,312.50	2,312.50	1.00	\$2,312.50	1.00	\$2,312.50
13	INVOICE 3200-04 (REMOVE & REPLACE CURB)	1.00	LS	2,617.15	2,617.15	1.00	\$2,617.15	1.00	\$2,617.15
14	TRAFFIC CONTROL (SHOULDER EXTENSION)	1.00	LS	5,250.00	5,250.00	1.00	\$5,250.00	1.00	\$5,250.00
15						-	\$0.00	0.00	\$0.00

TOTAL - EXTRA WORK \$57,633.65 \$10,179.65 \$58,233.65

TOTAL BASE BID + EXTRA WORK \$2,474,795.94 \$169,501.39 \$2,138,354.14

Retainage Previously Paid: \$ 35,524.20
Retainage Remaining: \$ 71,393.51

Previous Earned: \$ 1,968,852.75
Earned this Period: \$ 169,501.39

Previous Paid: \$ 1,905,934.31
Amount Due: \$ 161,026.32

Remaining Work: \$337,041.80
120% of Remaining Work: \$404,450.16
Punch List: \$50,000.00
Record Plans: \$25,000.00
Total: \$479,450.16

COMPLETED ITEMS BY PAY PERIOD

BRAYBURN TRAILS EAST PH. 2
TWIN CITIES LAND DEVELOPMENT

SR WEIDEMA JOB# 3208

PAY PERIOD END DATE:

Thru: 6/25/2025



ITEM	DESCRIPTION OF PAY ITEM	QUANTITIES			TOTAL BID	PARTIAL PAY ESTIMATE 5		TOTAL TO DATE	
		UNIT	UNIT PRICE			QUANTITY	AMOUNT	QUANTITY	AMOUNT
BASE BID									
SANITARY SEWER:									
10	MOBILIZATION	1.00	LS	2,500.00	\$2,500.00	-	\$0.00	1.00	\$2,500.00
20	TELEWISE SEWER	2,481.90	LF	2.50	\$6,204.75	-	\$0.00	2,481.90	\$6,204.75
30	CONNECT TO EXISTING SANITARY SEWER	2.00	EA	3,000.00	\$6,000.00	-	\$0.00	2.00	\$6,000.00
40	8" PVC SANITARY SEWER SDR 35	2,087.10	LF	57.00	\$118,964.70	-	\$0.00	2,087.10	\$118,964.70
50	8" PVC SANITARY SEWER SDR 26	394.80	LF	105.00	\$41,454.00	-	\$0.00	394.80	\$41,454.00
60	CONSTRUCT SANITARY MH - 48" DIA (0-8')	13.00	EA	4,810.00	\$62,530.00	-	\$0.00	13.00	\$62,530.00
70	CONSTRUCT SANITARY MH - 48" DIA (>8')	59.20	LF	242.00	\$14,326.40	-	\$0.00	59.20	\$14,326.19
80	8" X 4" PVC WYE SCH 40 W/BEND + CAP	65.00	EA	294.00	\$19,110.00	-	\$0.00	65.00	\$19,110.00
90	4" PVC SANITARY SERVICE SCHEDULE 40 - RISER (ACTUAL LENGTH)	134.50	LF	16.00	\$2,152.00	-	\$0.00	134.50	\$2,152.00
100	4" PVC SANITARY SERVICE SCHEDULE 40	2,684.30	LF	24.00	\$64,423.20	-	\$0.00	2,985.00	\$71,640.00
	SUBTOTAL SANITARY SEWER:				\$337,665.05		\$0.00		\$344,880.64
WATERMAIN:									
110	CONNECT TO EXISTING WATER MAIN	1.00	EA	1,500.00	1,500.00	-	\$0.00	1.00	\$1,500.00
120	WATER TEST	1.00	EA	1,500.00	1,500.00	1.00	\$1,500.00	1.00	\$1,500.00
130	6" WATER MAIN DIP CL-52 (HYDRANT LEADS)	54.90	LF	40.00	2,196.00	-	\$0.00	64.90	\$2,596.00
140	8" WATER MAIN C900 PVC	2,523.00	LF	45.00	113,535.00	-	\$0.00	2,523.00	\$113,535.00
150	HYDRANT W/ 6" GATE VALVE & BOX	4.00	EA	7,363.00	29,452.00	-	\$0.00	4.00	\$29,452.00
160	8" X 6" TEE	3.00	EA	1,040.00	3,120.00	-	\$0.00	3.00	\$3,120.00
170	8" X 8" TEE	1.00	EA	1,130.00	1,130.00	-	\$0.00	1.00	\$1,130.00
180	8" X 6" REDUCER	1.00	EA	736.00	736.00	-	\$0.00	3.00	\$2,208.00
190	8" - 11.25 DEGREE BEND	2.00	EA	680.00	1,360.00	-	\$0.00	2.00	\$1,360.00
200	8" - 22.5 DEGREE BEND	6.00	EA	699.00	4,194.00	-	\$0.00	6.00	\$4,194.00
210	8" - 45 DEGREE BEND	5.00	EA	605.00	3,025.00	-	\$0.00	5.00	\$3,025.00
220	8" GATE VALVE & BOX	2.00	EA	2,802.00	5,604.00	-	\$0.00	2.00	\$5,604.00
230	1" CORP. SADDLE, CURB STOP AND BOX	65.00	EA	565.00	36,725.00	-	\$0.00	65.00	\$36,725.00
240	1" POLYETHYLENE BLUE ULTRA HDPE SERVICE	2,610.00	LF	16.00	41,760.00	-	\$0.00	2,657.00	\$42,512.00
250	WATERMAIN LOWERING - 8"	1.00	EA	3,456.00	3,456.00	-	\$0.00	1.00	\$3,456.00
260	INSULATION	1.00	EA	2,311.00	2,311.00	-	\$0.00	1.00	\$2,311.00
265	TEMPORARY HYDRANT (TO BE SALVAGED FOR 3RD ADDITION)	2.00	EA	7,363.00	14,726.00	-	\$0.00	2.00	\$14,726.00
	SUBTOTAL WATERMAIN:				266,330.00		\$1,500.00		\$268,954.00
STORM SEWER:									
270	TELEWISE SEWER	1,545.00	LF	3.00	4,635.00	-	\$0.00	0.00	\$0.00
280	TELEWISE STREET DRAINTILE	3,854.00	LF	2.50	9,635.00	-	\$0.00	0.00	\$0.00
290	TELEWISE SUMP DRAINTILE	805.00	LF	2.50	2,012.50	-	\$0.00	0.00	\$0.00
300	12" RC PIPE SEWER CLASS V	1,017.00	LF	63.00	64,071.00	-	\$0.00	1,017.00	\$64,071.00
310	15" RC PIPE SEWER CLASS V	158.50	LF	69.00	10,936.50	-	\$0.00	158.50	\$10,936.50
320	18" RC PIPE SEWER CLASS V	322.40	LF	73.00	23,535.20	-	\$0.00	322.40	\$23,535.20
330	21" RC PIPE SEWER CLASS III	46.90	LF	88.00	4,127.20	-	\$0.00	46.90	\$4,127.20
340	CONSTRUCT DRAINAGE STRUCTURE DESIGN 2'X3' BOX	7.00	EA	2,737.00	19,159.00	-	\$0.00	7.00	\$19,159.00
350	CONSTRUCT DRAINAGE STRUCTURE DESIGN 27" DIA (0-8')	1.00	EA	2,623.00	2,623.00	-	\$0.00	1.00	\$2,623.00
360	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48" DIA (0-8')	15.00	EA	4,624.00	69,360.00	-	\$0.00	15.00	\$69,360.00
370	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48" DIA (<8')	5.71	LF	240.00	1,370.40	-	\$0.00	5.71	\$1,370.40
380	12" RC PIPE SEWER CLASS III APRON W/ TRASH GUARD	2.00	EA	1,425.00	2,850.00	-	\$0.00	2.00	\$2,850.00
390	15" RC PIPE SEWER CLASS III APRON W/ TRASH GUARD	1.00	EA	1,585.00	1,585.00	-	\$0.00	1.00	\$1,585.00

400	18" RC PIPE SEWER CLASS III APRON W/ TRASH GUARD	1.00	EA	1,716.00	-	\$0.00	1.00	\$1,716.00
410	21" RC PIPE SEWER CLASS III APRON W/ TRASH GUARD	1.00	EA	2,121.00	-	\$0.00	1.00	\$2,121.00
420	4" PVC PERF. DRAINTILE (STREET)	3,854.00	LF	69,372.00	-	\$0.00	3,854.00	\$69,372.00
430	4" PVC DRAINTILE CLEANOUT (STREET)	16.00	EA	3,088.00	-	\$0.00	8.00	\$1,544.00
440	INLET PROTECTION	18.00	EA	6,804.00	-	\$1,890.00	18.00	\$6,804.00
450	CLASS III RIP RAP	47.00	CY	8,037.00	5.00	\$0.00	47.00	\$8,037.00
460	6" X 4" PVC WYE (SUMP SERVICE)	11.00	EA	1,089.00	-	\$0.00	8.00	\$792.00
470	4" X 4" PVC WYE (SUMP SERVICE)	14.00	EA	1,036.00	-	\$0.00	9.00	\$666.00
480	4" PVC NON-PERFORATED DRAINTILE (SUMP SERVICE) 5' EA	123.00	LF	1,414.50	-	\$0.00	100.00	\$1,150.00
490	4" PVC NON-PERFORATED DRAINTILE (CLEANOUT RISER) 4' EA	56.00	LF	504.00	-	\$0.00	36.00	\$324.00
500	4" CLEANOUT RISER CAP	14.00	EA	1,764.00	-	\$0.00	9.00	\$1,134.00
510	6" PVC NON-PERFORATED DRAINTILE (SUMP MAINLINE)	805.00	LF	11,270.00	-	\$0.00	611.00	\$8,554.00
520	6" PVC CLEANOUT (SUMP MAINLINE)	5.00	EA	1,590.00	-	\$0.00	3.00	\$954.00
530	6" PVC PERFORATED DRAINTILE (BMP 2)	1.00	LF	0.00	-	\$0.00	0.00	\$0.00
540	6" CONCRETE APRON WITH RODENT GUARD (SUMP MAINLINE OUTLET)	207.00	EA	450.00	-	\$0.00	1.00	\$450.00
545	6" PVC NON-PERFORATED DRAINTILE (CONNECT TO EXISTING FARM SOUTH)		LF	14.00	-	\$0.00	0.00	\$0.00
SUBTOTAL STORM SEWER:				329,053.30		\$1,890.00		\$303,235.30

STREETS:								
550	MOBILIZATION	1.00	LS	3,000.00	-	\$0.00	1.00	\$3,000.00
560	SUBGRADE PREPARATION	9,954.10	SY	16,424.27	-	\$0.00	9,954.10	\$16,424.27
570	SUBGRADE STABILIZATION FABRIC, NON-WOVEN (GEOTEXTILE FABRIC TYPE V)	9,954.10	SY	12,940.33	-	\$0.00	9,954.10	\$12,940.33
580	12" SELECT GRANULAR BORROW (CV) (to 1' BOC)	3,318.00	CY	77,143.50	-	\$0.00	3,318.00	\$77,143.50
590	8" AGGREGATE BASE (CV) CL-5 100% CRUSHED (to 1' BOC)	2,212.00	CY	79,632.00	-	\$0.00	1,865.00	\$67,140.00
600	2" TYPE SPWB330B BASE COURSE MIXTURE	985.90	TN	74,229.42	271.55	\$20,868.62	1,065.70	\$81,899.05
610	1.5" TYPE SPWEA340B WEAR COURSE MIXTURE	724.40	TN	69,361.30	-	\$0.00	0.00	\$0.00
620	TACK COAT SP2387	402.50	GAL	1,408.75	15.00	\$52.50	55.00	\$192.50
630	CONCRETE CURB & GUTTER DESIGN B618	197.00	LF	4,531.00	-	\$0.00	404.00	\$9,292.00
640	CONCRETE CURB & GUTTER DESIGN SURMOUNTABLE	4,624.00	LF	85,081.60	-	\$0.00	4,508.00	\$82,947.20
650	ADJUST MH CASTINGS	13.00	EA	6,305.00	2.00	\$970.00	13.00	\$6,305.00
660	ADJUST GATE VALVE CASTINGS	2.00	EA	704.00	-	\$0.00	2.00	\$704.00
670	5' WIDE 6" SIDEWALK W/ 6" CL-5	11,371.00	SF	90,399.45	8,484.00	\$67,447.80	8,484.00	\$67,447.80
680	PED RAMP 5' SIDEWALK	3.00	EA	3,975.00	2.00	\$2,650.00	2.00	\$2,650.00
690	8" WIDE TRAIL - 3" SPWEA240B BIT - 6" CL-5	11,399.00	SF	45,026.05	-	\$0.00	0.00	\$0.00
700	PED RAMP 8' BIT TRAIL	3.00	EA	4,920.00	1.00	\$1,640.00	1.00	\$1,640.00
710	STREET LIGHTING (DEVELOPER INFO) (NOT TO BE BID)	3.00	EA	-	-	\$0.00	0.00	\$0.00
720	STOP SIGN	1.00	EA	500.00	-	\$0.00	0.00	\$0.00
730	STREET SIGN	1.00	EA	450.00	-	\$0.00	0.00	\$0.00
740	PEDESTRIAN CROSSING SIGN W11-2 24" X 24"	4.00	EA	2,200.00	-	\$0.00	0.00	\$0.00
750	TYPE III BARRICADE (STREET)	4.00	EA	2,000.00	-	\$0.00	0.00	\$0.00
760	TYPE III BARRICADE (SIDEWALK & TRAIL)	2.00	EA	900.00	-	\$0.00	4.00	\$2,000.00
770	TEMPORARY CUL-DE-SAC	2.00	EA	24,076.00	-	\$0.00	0.00	\$0.00
780	STREET CLEANING FOR WEAR COURSE INSTALLATION	1.00	EA	990.00	-	\$0.00	1.00	\$12,038.00
790	REMOVE EXISTING TEMPORARY CUL-DE-SAC	1.00	EA	918.00	-	\$0.00	0.00	\$0.00
800	CROSSWALK PAVEMENT MARKING	1.00	EA	900.00	-	\$0.00	0.00	\$0.00
810	"NO PARKING SIGN" CDS	1.00	EA	350.00	-	\$0.00	0.00	\$0.00
820	TEMPORARY "NO PARKING SIGN" (TEMP CDS)	1.00	EA	350.00	-	\$0.00	0.00	\$0.00
830	12" SELECT GRANULAR BORROW (CV) (ADDITIONAL SUBCUT)	3,318.00	CY	77,143.50	-	\$0.00	3,301.00	\$76,748.25
840	CONCRETE CURB & GUTTER DESIGN B618 - TIP OUT	122.00	LF	2,806.00	-	\$0.00	0.00	\$0.00
850	3" CONCRETE HARDCAPE (6" CONCRETE W/ 6" CL-5)	325.00	SF	3,737.50	-	\$0.00	0.00	\$0.00
860	"AHEAD" SIGN 24" X 12" W/16-9P	2.00	EA	200.00	-	\$0.00	0.00	\$0.00
SUBTOTAL STREETS:				692,602.66		\$93,628.92		\$520,511.89

TOTALS - BASE CONTRACT **\$1,625,651.01** **\$97,018.92** **\$1,437,581.83**

EXTRA WORK				TOTAL	PARTIAL PAY ESTIMATE 5		TOTAL TO DATE	
ITEM	DESCRIPTION OF PAY ITEM	QUANTITIES	UNIT	UNIT PRICE	QUANTITY	AMOUNT	QUANTITY	AMOUNT

1	CONDUIT CROSSINGS	16.00	EA	425.00	6,800.00	-	\$0.00	23.00	\$9,775.00
2	WINTER HEAT CHARGE - CURB	3,555.00	LF	1.15	4,088.25	-	\$0.00	3,555.00	\$4,088.25
3	EXPORT EXCESS MATERIAL OFFSITE	3,758.00	LCY	12.35	46,411.30	-	\$0.00	3,758.00	\$46,411.30
4	INVOICE 3208-03 (CLEAN-UP SITE)	1.00	LS	1,921.00	1,921.00	-	\$0.00	1.00	\$1,921.00
5		0.00		0.00	0.00	-	\$0.00	0.00	\$0.00
6		0.00		0.00	0.00	-	\$0.00	0.00	\$0.00
7		0.00		0.00	0.00	-	\$0.00	0.00	\$0.00
8		0.00		0.00	0.00	-	\$0.00	0.00	\$0.00

\$59,220.55

\$62,195.55

TOTAL BASE BID + EXTRA WORK

\$97,018.92

\$1,499,777.38

Retainage Previously Paid
Retainage Remaining

\$ 39,361.20
\$ 35,627.67

Previous Earned:
Earned this Period:

\$ 1,402,758.46
\$ 97,018.92

Previous Paid:
Amount Due:

\$ 1,371,981.74
\$ 92,167.97

Remaining Work: \$188,069.18

120% of Remaining Work: \$225,683.02

Punch List: \$0

Record Plans: \$0

Total: \$225,683.02

ITEM:

Approval of Resolution 46-2025; Dayton Creek Addition Final Plat

APPLICANT:

Louella Schany, Schany Group, LLC
Ken Streeter, Streeter Companies
Vicki VanDell, WSB Engineering

PREPARED BY:

Jon Sevald, Community Development Director

POLICY DECISION / ACTION TO BE CONSIDERED:

Motion to Approve Dayton Creek Addition Final Plat, Development Agreement, and Easement Agreement

BACKGROUND:

Dayton Creek Addition is intended to be a Mixed-Use development. The project is divided by Dayton Parkway, with property on the north and south sides of the Parkway. This Final Plat is limited to the north side. The south side will remain unplatted.

The Final Plat consists of three outlots for future development (Outlots B, D, & E), and three outlots consisting of wetlands (Outlots A, C and F). The Developer's intent is to build the north road and market outlots to other developers. Each outlot will need to be re-platted for that specific project prior to any building construction.

The project received approvals for a Comprehensive Plan Amendment (Staging Plan), Zoning Map Amendment, and Preliminary Plat in October 2024.¹

CRITICAL ISSUES:

Traffic Signal

The city plans to install a traffic signal at Dayton Parkway & Xanthus Lane, using MSA funding. There is no cost to the developer.

Cul-de-Sac

The internal street terminates at Outlot B (vs. terminating at the north plat boundary). The Developer requested, and the Council approved this termination.² The expectation is that the developer of Outlot B will extend the street to the north property boundary to allow access into the adjacent 13-acre property (Brockton Rush Creek Partners). Hennepin County "prefers" that there not be access to the Brockton Lane (CSAH 101) roundabout, but they have not formally denied access.

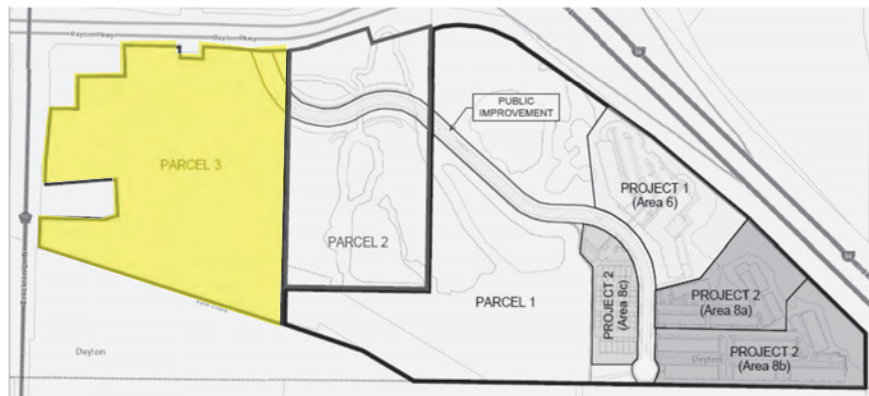
¹ Resolution 55-2024; *Approval of Comprehensive Plan Amendment to Amend the 2040 Staging Plan from "2020" to "Current"; and, Zoning Map Amendment, From A-1 Agricultural to GMU-5 General Mixed-Use District 8 Southwest Mixed Use; and, Preliminary Plat of Dayton Creek Addition.*

² September 12, 2023 City Council discussion.

South Xanthus Lane

The south property will remain unplatted. The property is adjacent to city property and The Parkway Neighborhood, which received Preliminary Plat approval for 650 residential units,³ and Final Plat approval for 180 units.⁴ Prior to construction, The Parkway Neighborhood must obtain access to a public road.

Attached is an Easement Agreement in which the Developer grants the city an easement for the City to build Public Improvements (road & utilities) between Dayton Parkway and the city's property. There is no cost to the developer (Schany).⁵ This Agreement is separate from the Development Agreement.



Yellow area = Dayton Creek Addition, south half. The Parkway Neighborhood is dependent upon gaining public access through Dayton Creek Addition. (*The Parkway Neighborhood Development Agreement, Exhibit B*).

At the May 27, 2025 City Council meeting, the Council Tabled action on the Parkway Neighborhood Infrastructure Design proposal. The Council intended to resolve the lack of access through the Shany property prior to proceeding with infrastructure design.

COMMISSION REVIEW / ACTION (IF APPLICABLE):

N/A

60/120-DAY RULE (IF APPLICABLE):

	60-Days	120-Days
Final Plat ⁶	Aug 13, 2025	Oct 13, 2025

³ Resolution 65-2024; *Approval of Comprehensive Plan Amendment to Amend the 2040 Staging Plan from "2020" to "Current"; and Zoning Map Amendment from A-1 Agricultural to GMU-5 General Mixed-Use District-5 Southwest Mixed Use.*

⁴ Resolution 18-2025; *Approval of the Final Plat of the Parkway Neighborhood and Development Agreement.*

⁵ The Parkway Neighborhood Development Agreement, #6 (*Public Improvements*).

⁶ Resolution 55-2024 (Preliminary Plat) includes condition #1 requiring the Preliminary Plat to be revised to comply with the City Engineer's letter, dated October 22, 2024 to the satisfaction of the City Engineer, prior to

RELATIONSHIP TO COUNCIL GOALS:

Build and Maintain Quality Infrastructure

- *Establish comprehensive roadway system*
- *Address public facilities to meet city's growth and needs*

Encourage Diversity and Manage Thoughtful Development

- *Create a variety of housing options*
- *Encourage healthy lifespan of both residential and commercial operations*
- *Healthy Commercial Sector with services and job growth.*

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*

BUDGET IMPACT:

N/A

RECOMMENDATION:

Staff recommends Approval. Minor amendments may be made to the Development Agreement, administratively.

ATTACHMENT(S):

Aerial Photo

Site Photos

Resolution 46-2025

Engineering Review, July 1, 2025

DRAFT Development Agreement

South Easement Agreement

Final Plat

Plan Set, June 13, 2025

Final Plat approval. This was accomplished via plans submitted June 13, 2025 (this starts the 60-day clock, per MN Rule 15.99).

AERIAL PHOTO



SITE PHOTOS



Outlots D & E of Dayton Creek Addition, looking west from Dayton Parkway & Xanthus Lane intersection (Sep 27, 2024).



Outlot C of Dayton Creek Addition, looking east from intersection of Dayton Parkway and Brockton Lane (photo Sep 27, 2024).



Outlot D of Dayton Creek Addition. Panoramic view, west to southeast (photo Apr 17, 2025).

RESOLUTION 46-2025

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

**RESOLUTION APPROVING THE FINAL PLAT AND DEVELOPMENT AGREEMENT
OF DAYTON CREEK ADDITION**

WHEREAS, SCHANY GROUP, LLC (Applicant) has applied for Approval of the Final Plat of Dayton Creek Addition, consisting of six outlots and public right-of-way; and,

WHEREAS, the project is located on property legally described as:

PID: 31-120-22-32-0014

Outlot A, Brockton Crossing, Hennepin County, Minnesota, except that part described as follows:

That part of said Outlot A described as beginning at the southeast corner of said Outlot A; thence North 21 degrees 20 minutes 58 seconds West, assumed bearing, along the easterly line of said Outlot A a distance of 90.06 feet; thence South 59 degrees 16 minutes 44 seconds West a distance of 289.57 feet; thence North 88 degrees 50 minutes 39 seconds West a distance of 483.55 feet; thence South 01 degree 09 minutes 21 seconds West a distance of 8.00 feet to the southerly line of said Outlot A; thence easterly, southerly, easterly and northeasterly along the southerly lines of said Outlot A to the point of beginning.

AND

That part of Dayton Industrial Boulevard as dedicated on the plat of Brockton Crossing, according to the recorded plat thereof, Hennepin County, Minnesota, which lies northwesterly of the following described line: Commencing at the most easterly corner of Outlot A of said plat; thence North 21 degrees 20 minutes 58 seconds West, along the northeasterly line of said Outlot A a distance of 90.05 feet to the point of beginning of the line to be described; thence North 28 degrees 12 minutes 41 seconds East a distance of 182.06 feet to the northeasterly line of said Dayton Industrial Boulevard and there terminating.

WHEREAS, The Preliminary Plat was approved on October 22, 2024 (Resolution 55-2024); and,

WHEREAS, the Final Plat has been reviewed by the city and applicable agencies; and,

WHEREAS, the Final Plat is consistent with the Preliminary Plat, and Preliminary Plat approval (Resolution 55-2024); and,

NOW, THEREFORE BE IT RESOLVED, that the City Council Approves the Final Plat of Dayton Creek Addition and the Development Agreement, with the following conditions:

1. Applicable plans shall be revised to comply with the City Engineer’s letter, dated July 1, 2025 prior to the City releasing the Final Plat for recording.
2. Street names shall be consistent with the Hennepin County grid. Names will be assigned administratively.
3. The Draft Development Agreement may incur minor amendments, to be approved administratively.

Adopted this 8th Day of July, 2025 by the City of Dayton.

Dennis Fisher, Mayor

ATTEST

Amy Benting, City Clerk

Motion by _____, Second by _____

Resolution Approved

MOTION DECLAIRED PASSED

To:	Jon Sevald, Planning	From:	Jason Quisberg, Stantec Nick Findley, Stantec Josh Accola, Stantec
Project:	Dayton Creek Addition	Date:	July 1, 2025

Exhibits:

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

1. Dayton Creek Addition – Schany Group, LLC Plans, dated 6/12/2025 by WSB, 34 sheets
2. Dayton Creek Addition Final Plat, undated by WSB, 2 sheets
3. Stormwater Management Plan – Rush Schany Phase 1, dated 6/11/2025 by WSB, 606 sheets

Comments:General

1. The plans provided for the final plat submittal provide information for only the streets and utilities serving the property eventually to be subdivided, not the properties themselves. It is our understanding that future plans would need to go through the platting process for each individual future property and a full review of the plans for those individual sites would be completed at that time.
2. 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.
3. 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.
4. We expect outlots will be covered by drainage and utility easements. This can be accomplished independently of the platting process.
5. Work is anticipated to take place in all 4 corners of the intersection of Dayton Parkway and the proposed roadway during the signals project. Coordination should be anticipated.
6. It appears standard detail STO-06 shown on sheet CS508 has the incorrect title.

Plat

7. Right of way to be platted for a roadway and utility extensions to the north property line. After council discussed with the applicant (9/12/2023 council meeting), council suggested that this determining the right of way with the development of Outlot B would be acceptable.
8. The boundary lines for the outlots appear to follow the delineated wetland boundaries. The outlots should be adjusted to include also the wetland buffer areas. After council

discussed with the applicant (9/12/2023 council meeting), council suggested that wetlands buffers could remain within the outlots listed as buildable.

9. The D/U easements shown over the utilities located in the temporary cul-de-sac should be extended to cover the entirety of the cul-de-sac with a description added to include use for roadway purposes.
 - o Easement exhibit has been provided, ensure easement documents are signed and recorded with Hennepin County.

Site Plan

10. Provide "Future Through Street" baracade at the proposed temporary Cul-de-sac per standard detail STR-28.
 - o Revise the proposed no parking sign to match the location and language shown in standard detail STR-28.

Grading/Stormwater

11. The revised Dayton Pkwy-North Road profile shows substantial grade changes and the grading not tying into the rim of structure 5500. Revise to ensure the structure is not exposed and a smooth transition from existing to proposed is maintained.
 - o The applicant indicated that structure 5500 will not be installed with this project which is correct. This design consideration will be taken into account with the adjacent signal project. The applicant must ensure the proposed roadway ties into the corrected design provided by the signal project.
12. Provide additional information on the bedding and backfill for the proposed box culvert.

Wetlands

13. Outlots currently don't account for buffers, it should be noted this may lead to potential enforcement issues in the future. Signage shall be included per detail GEN-10, modifications can be considered as the lots develop.
 - o The current note provided in the exhibit should reflect the language used in the standard detail.
14. It should be noted that the large wetland complex north of the parkway is known to be under ACOE jurisdiction. This project has been coordinated with the Army Corps and it is believed that no permitting will be required.

Water Quality

15. Specify on the basin profile detail and plans that the underdrain is to be perforated under the basin media and non-perforated outside of the extents.

Watermain/Water Supply

16. A MDH Water Extension permit will be required.
17. With only the northern portion of the site being platted as a part of this submittal, water will be supplied by Rogers; however, if an option exists at the time of construction supply from Maple Grove may be considered. Regardless of the supplier, the watermain is to be connected to the Rogers system as a part of this work.
18. Proposed hydrants in conflict have been moved out of the roadway, but the valves are located within the curb for both locations as well as the hydrant located at 12+89 of the

North Road. Ensure the valves are outside of the curblines and laid out in accordance with standard detail WAT-01.

- This has been completed, shift gate valve located at 15+46 to be outside of vehicle wheel paths.
19. Watermain is to be stubbed under Dayton Parkway to the Southern Site as a part of the work associated with the Final Plat included in this submittal (Northern Site).
- The extension of the watermain should be continued past the existing bituminous stub to limit the disturbance to Dayton Parkway during installation with the project and connection in the future.
20. Shift valve located at station 8+64 to be within closer proximity of the intersection of the newly proposed road and Dayton Parkway. Ensure the valve is located outside of vehicle wheel paths, trails, and sidewalks.

Wastewater Collection/Sanitary Sewer

21. A MPCA Sewer Extension permit will be required.

Transportation

22. A traffic signal will be necessary when the first property in the area develops. City council has initiated a project involving traffic signals at this location. The funding sources for the project are still being finalized.

End of Comments

(reserved for recording information)

DEVELOPMENT AGREEMENT

(Developer Installed Improvements)

<DAYTON CREEK ADDITION>

This **DEVELOPMENT AGREEMENT** (“Agreement”) dated July 8, 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 **Schany Group, LLC**, a Minnesota Limited Liability Company, whose principal place of business is located at 22140 Oakdale Drive, Rogers, MN 55374-9104 (“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 **DAYTON CREEK ADDITION** (the “Plat” or the “Project”), consisting of six Outlots and right-of-way; and
- C. On October 22, 2024, the City Council for the City of Dayton adopted Resolution 55-2024, approving the PRELIMINARY Plat as prepared by WSB Engineering, which is on file with the City; and
- D. Following recording of the Plat as required by this Agreement, the Property shall be legally described as set forth on **Exhibit B**; and
- E. This Agreement is entered into for the purpose of setting forth and memorializing for the parties and subsequent owners the understandings and agreements of the parties concerning the Plat and development of the Property.

NOW THEREFORE, the City and Developer agree as follows:

1. **Conditions of Final Plat Approval.** The City approved the Plat on condition that Developer enter into this Agreement, furnish the security required by this Agreement, and record the Final Plat with the Office of the Hennepin County Recorder or Registrar of Titles, as applicable, no later than 60-days after the City Council approves the Final Plat, and the plat has been released for recording by the City unless a time extension has been granted by the City council..

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

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

4. **Preliminary Plat Status.** If the Plat is a phase of a multi-phased preliminary plat, for future phases, Developer shall obtain final plat approval for platting all land into lots and blocks, not outlots, within <five (5)> years after preliminary plat approval. If final plat approval for all lands in such future phases is not complete by that time, the preliminary plat approval shall lapse and shall be void as applied to all phases still awaiting final plat approval.

5. **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.

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 Plan<s> A, <OTHERS>, the Plans may be prepared, subject to City approval, after the effective date of this Agreement, but before commencement of any work in the Plat. An erosion control plan must also be approved by the <Elm Creek Watershed Management Commission, if appropriate. If the Plans vary from the written terms of this Agreement, the written terms of this Agreement shall control. The Plans are:

Plan A – Preliminary Plat, dated March 20, 2024

Plan B – Final Plat of Dayton Creek Addition

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

- 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. Tree Preservation/Protection
- J. Retaining Walls
- K. Setting of Iron Monuments
- L. Surveying and Staking
- M. Street Signs and Traffic Control Signs
- N. Street Lighting
- O. Sidewalks and Trails

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

- A. City of Dayton for Building Permits
- B. City of Dayton Sign Permit
- C. City of Dayton Right-of-Way Permit
- D. MDH Watermain extension permit. Developer must submit copy to City.
- E. NPDES Construction Stormwater Permit. Developer must submit copy to City prior to construction.
- F. MPCA Sanitary Sewer Extension permit. Developer must submit copy to City.

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.

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

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, including those identified on **PLAN C**, shall be identified on the SWPPP. Redundant erosion control BMP's shall be provided around the entire perimeter of all wetlands and infiltration basins. The City may impose additional erosion control requirements if reasonably required.

All areas disturbed by the excavation and backfilling operations shall be sodded—or seeded if explicitly permitted by City Code—within five (5) days after the completion of the work, weather permitting, or in an area that is inactive for more than ten (10) days unless authorized and approved by the City Engineer. Except as otherwise provided in the erosion control plan, sodding and seeding shall be in accordance with the City Code's current specifications. All sodded and seeded areas shall be fertilized and watered. The City and Developer recognize that time is of the essence in controlling erosion. If Developer does not comply with the erosion control plan and schedule or supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion. The City shall notify Developer in advance of any proposed action, but failure of the City to do so will not affect Developer's and City's rights or obligations under this Agreement. If Developer does not reimburse the City for any cost the City incurred for such work within ten (10) days after written notice to Developer, the City may draw down the letter of

credit to pay any costs. No development, utility, or street construction will be allowed and no building permits will be issued unless the Plat is in full compliance with the approved erosion control plan.

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 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. Developer shall be responsible for all street maintenance during the construction process. 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.

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

Construction traffic access and egress for grading, public utility construction, and street construction is restricted to Dayton Parkway. No construction traffic is permitted on the adjacent public or private streets.

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

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

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

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

D. Prior to City acceptance of public improvements and a full 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 public improvements, the City shall give formal notice of acceptance to Developer, and thereafter Developer shall have no responsibility with respect to the maintenance of the public improvements, except during any warranty periods expressly set forth in this Agreement.

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

17. **City Engineering Administration and Construction Observation.** Developer shall, contemporaneously with the execution of this Agreement, deposit with the City: (1) an escrow of \$<#,###> 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.

A. *Engineering Administration.* City engineering administration will include monitoring of construction observation, consultation with Developer and its engineer on status or

problems regarding the Project, coordination for final inspection and acceptance, project monitoring during the warranty period, and processing of requests for reduction in security.

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

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

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

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 twenty (20) days to satisfy such claim or claims or provide the City with Developer's defense to such claim or claims. In the event such claim or claims are valid and Developer has not provided the City with Developer's defense to such claim or claims, then Developer hereby authorizes the City to commence an Interpleader action pursuant to Rule 22, Minnesota Rules of Civil Procedure for the District Courts, to draw upon the letter of credit in an amount up to 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 each outlot within the Plat will be subject to a charge for Sanitary Sewer Trunk expenses, which will be payable at the time a final plat for each outlot is approved for such outlot to be considered as a developable lot. Development of the Plat is also subject to a Sewer Access Charge ("SAC") fee in the amount of \$967 per unit for this Plat. The developer of each outlot shall pay the SAC fee before the building permit is issued for such outlot. **Water Trunk Charge and Water Access Charge.** Development of each outlot within the Plat will be subject to a charge for Water Trunk expenses, which will be payable at the time a final plat for each outlot is approved for such outlot to be considered a developable lot. Development of the Plat is also subject to a Water Access Charge ("WAC") fee. Developer shall pay the WAC fee before the building permit is issued for each outlot.

20. **Storm Sewer Charge.** Development of each outlot within the Plat will be subject to a charge for Storm Sewer expenses, which will be payable at the time a final plat for each outlot is approved for such outlots to be considered a developable lot. The Storm Sewer expenses will be \$10,218 x 0 acres developed, for a total of \$0.

21. **Park Dedication.** Developer will pay a park dedication fee at the time of final plat approval of developable outlots.

22. **Trail Dedication.** Developer will pay a trail dedication fee at the time of final plat approval of developable outlots.

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

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

24. **Tree Preservation.** Developer shall submit a Tree Preservation Plan to be an addendum to Plan C. Snow fencing or polyethylene laminar safety netting shall be placed at the drip line of the significant trees to be preserved. The tree protection measures shall be shown on tree preservation plan drawings and remain in place until all grading and construction activity is terminated.

25. **Special Provisions.** The following special provisions shall apply to Plat development: **<EDIT LIST PER PROJECT-SPECIFIC APPROVALS>**

A. Implementation of the recommendations listed in Planning Report prepared for the July 8, 2025, City Council meeting, and Resolution No. 46-2025.

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

- F. Developer shall execute a Street Dedication Agreement by which Developer will dedicate to the public for public use certain land to be used for the construction of a public street, which land shall be defined in such Street Dedication Agreement and is depicted on Exhibit C.
- G. All construction shall be in accordance with City of Dayton Standards.
- H. Developer is required to submit the final plat in electronic format. The electronic format shall be Auto CAD file. Developer shall also submit one complete set of reproducible construction plans on paper, in .pdf format, and AutoCAD.
- I. 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.
- J. Developer shall comply with the conditions of the City Engineer's Memo prepared by Stantec dated July 1, 2025.
- K. <Access shall be provided to all stormwater ponds and shall be contained within Outlots B and D.>
- L. All proposed buildings shall be constructed a minimum of three (3) feet above adjacent pond or wetland High Water Elevations.
- M. All storm sewer structures immediately prior to ponds shall be constructed with a sump a minimum of three (3) feet in depth.

26. **Summary of Security Requirements.** To guarantee compliance with the terms of this Agreement, payment of real estate taxes, payment of special assessments, payment of the costs of all public improvements, and construction of all public improvements, Developer shall furnish the City with a letter of credit, in the form attached hereto, from a bank ("Security") for \$<###,###.##>. 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:	
Erosion Control	\$
Improvements	\$
<other>	
Construction Subtotal:	\$
Other Costs:	
Lot Corners/Iron Monuments	\$

<other>	
Other Costs Subtotal:	\$
TOTAL SECURITIES:	\$
GRAND TOTAL SECURITIES (120%):	\$

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

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

Engineering, City Administration Escrow	\$
Legal and Planning Expenses Escrow	\$5,000
Sanitary Sewer Trunk Charge	\$0
Water Trunk Charge	\$0
Storm Sewer Trunk Charge	\$0
Park Dedication	\$0
Trail Dedication	\$0
<other>	
TOTAL CASH REQUIREMENTS:	\$

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 <X> 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. The retainage may be used to pay for warranty work. The City standard specifications for utilities and street construction identify the procedures for final acceptance of streets and utilities.

30. **Responsibility for Costs.**

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

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

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

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

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

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

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

32. **Miscellaneous.**

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

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

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

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

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

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

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

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

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

J. Developer may not assign this Agreement without the written permission of the City Council. Developer's obligation under this Agreement shall continue in full force and effect even if Developer sells one or more lots, the entire Plat, or any part of it.

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

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

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

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

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

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

If to the City:

City of Dayton

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

If to Developer:

Louella Schany
Schany Group, LLC
22140 Oakdale Drive
Rogers, MN 55374

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]

BY: _____

(SEAL)

BY: _____

[illegible]

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

NOTARY PUBLIC

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DEVELOPER:
Schany Group, LLC

By: _____
Louella Schany, Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 202__, by Louella Schany, the Manager of Schany Group, LLC, a Minnesota Limited Liability company, on behalf of <NAME>, a _____.

Notary Public

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

**EXHIBIT A
TO
DEVELOPMENT CONTRACT**

Legal Description of Property Prior to Final Plat

Outlot A, Brockton Crossing, Hennepin County, Minnesota, except that part described as follows:

That part of said Outlot A described as beginning at the southeast corner of said Outlot A; thence North 21 degrees 20 minutes 58 seconds West, assumed bearing, along the easterly line of said Outlot A a distance of 90.06 feet; thence South 59 degrees 16 minutes 44 seconds West a distance of 289.57 feet; thence North 88 degrees 50 minutes 39 seconds West a distance of 483.55 feet; thence South 01 degree 09 minutes 21 seconds West a distance of 8.00 feet to the southerly line of said Outlot A; thence easterly, southerly, easterly and northeasterly along the southerly lines of said Outlot A to the point of beginning.

AND

That part of Dayton Industrial Boulevard as dedicated on the plat of Brockton Crossing, according to the recorded plat thereof, Hennepin County, Minnesota, which lies northwesterly of the following described line: Commencing at the most easterly corner of Outlot A of said plat; thence North 21 degrees 20 minutes 58 seconds West, along the northeasterly line of said Outlot A a distance of 90.05 feet to the point of beginning of the line to be described; thence North 28 degrees 12 minutes 41 seconds East a distance of 182.06 feet to the northeasterly line of said Dayton Industrial Boulevard and there terminating.

**EXHIBIT B
TO
DEVELOPMENT CONTRACT**

Legal Description of Property Following Recording of Final Plat

Dayton Creek Addition:

Outlot A

Outlot B

Outlot C

Outlot D

Outlot E

Outlot F

DRAFT

DRAFT

**MORTGAGEE CONSENT
TO
DEVELOPMENT CONTRACT**

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

Dated this _____ day of _____, 202__.

<NAME>

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

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

Notary Public

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

**FEE OWNER CONSENT
TO
DEVELOPMENT CONTRACT**

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

Dated this _____ day of _____, 202__.

<NAME>

By: _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

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

Notary Public

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

**CONTRACT PURCHASER CONSENT
TO
DEVELOPMENT CONTRACT**

_____, which/who has a contract purchaser's interest in all or part of the subject property, the development of which is governed by the foregoing Development Agreement, affirms and consents to the provisions thereof, and agrees to be bound by the provisions as the same may apply to that portion of the subject property in which there is a contract purchaser's interest.

Dated this _____ day of _____, 202_____.

<NAME>

By: _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

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

Notary Public

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

[BANK LETTERHEAD]

IRREVOCABLE LETTER OF CREDIT

No. _____

Date: _____

TO: City of Dayton

Dear Sir or Madam:

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

The draft must:

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

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

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

[reserved for recording information]

STREET DEDICATION AGREEMENT

This **STREET DEDICATION AGREEMENT** (“Agreement”) is made this ____ day of _____, 2025 (the “Effective Date”), and is by and between the **CITY OF DAYTON**, a Minnesota municipal corporation (“City”), and the **SCHANY GROUP, LLC**, a Minnesota limited liability company (“Schany”).

RECITALS

- A. WME will be the fee owner and developer of a parcel of land consisting of approximately 50.92 acres, PID: 3112022340009, that is situated in the City of Dayton, County of Hennepin, State of Minnesota, and is legally described as set forth on **Exhibit A** as Parcel 1 (the “WME Property”); and
- B. The City is the fee owner of a parcel of land consisting of approximately 16.42 acres, PID: 3112022340007, that is situated in the City of Dayton, County of Hennepin, State of Minnesota, and is legally described as set forth on **Exhibit A** as Parcel 2 (the “City Property”); and
- C. Schany is the fee owner of a parcel of land consisting of approximately 23.42 acres, PID: 3112022330009, that is situated in the City of Dayton, County of Hennepin, State of Minnesota, and is legally described as set forth on **Exhibit A** as Parcel 3 (the “Schany Property”); and
- D. The Schany Property is in the process of being platted as part of the *Dayton Creek* Plat, which includes land not included in this Agreement; and
- E. For purposes of this Agreement, where applicable, the WME Property, the City Property, and the Schany Property are collectively referred to as the “Development Site” as shown below:

-
- The map illustrates the proposed alignment for the Dayton Expressway (I-75) through the Dayton area. The alignment is shown as a thick grey line with arrows indicating the direction of travel. The map highlights three parcels (Parcel 1, Parcel 2, and Parcel 3) and three project areas (Project 1, Project 2, and Project 3). The alignment is shown as a thick grey line with arrows indicating the direction of travel. The map also shows existing roads, including Dayton Blvd and Dayton Ave, and the location of the Dayton Expressway (I-75).

NOW THEREFORE, in consideration of \$1.00 and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the City and Schany agree as follows:

1. **Dedication of Public Street.** Schany hereby dedicates to the public for public use forever such land as is needed for the Public Street and the City Public Improvements. The dedicated land is legally described as set forth in **Exhibit B** (the “Dedicated Land”). The City shall use the Dedicated Land for the construction, use, and maintenance of the Public Street and the City Public Improvements only.
2. **Responsibility for Costs.** At its sole cost and expense, the City shall install and pay for the City Public Improvements as required to be built within the Development Site as public improvements in accordance with the approved Plans for that part of the Development Site extending from Dayton Parkway to the eastern boundary of the City Property, including the following:

- (1) The Public Street
- (2) Site Grading, Ponding, and Erosion Control
- (3) Sanitary Sewer
- (4) Watermain
- (5) Storm Sewer System
- (6) Surface Water Facilities (e.g., pipe, pond)
- (7) Filtration Basin
- (8) Wetland Buffers
- (9) Underground Utilities
- (10) Retaining Walls
- (11) Setting of Iron Monuments
- (12) Surveying and Staking
- (13) Signal at intersection of the Public Street and Dayton Parkway
- (14) Street Signs and Traffic Control Signs
- (15) Street Lighting
- (16) Sidewalks and Trails
- (17) Landscaping
- (18) Wetland Mitigation Fees

Such costs shall include all costs and expenses incurred by the City in monitoring and inspecting the development and completion of the City Public Improvements located on the Parcel 3 and Parcel 2 of the Development Site.

3. **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 Schany Property. Should Schany convey any lot or lots in the Dayton Creek 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 Schany or the other lot owners within the Dayton Creek Plat. Private agreements between the owners of lots within the Dayton Creek Plat for shared service or access and related matters necessary for the efficient use of the Schany Property shall be the responsibility of the lot owners and shall not bind or restrict City authority to approve applications from any lot owner.

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

If to the City: City of Dayton
ATTN: City Administrator
12260 South Diamond Lake Road
Dayton, MN 55327

If to Schany: Schany Group, LLC
ATTN: NAME
STREET

CITY/STATE/ZIP

5. **Entire Agreement.** This Agreement constitutes the entire agreement between the City and Schany regarding the subject matter in this Agreement. No supplements, modifications, or amendments of this Agreement will be binding unless in writing, executed by the City and Schany.

6. **Severability.** If any provision or term of this Agreement for any reason is declared invalid, illegal or unenforceable, such decision will not affect the validity of any remaining provisions, provided that: (i) each party receives the substantial benefit of its bargain with respect to the transaction completed hereby; and (ii) the ineffectiveness of such provision would not result in such a material change as to cause completion of the transactions contemplated hereby to be unreasonable for either party. The remaining provisions will remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated and it is hereby declared the intention of the parties that they would have executed the remaining portions of this Agreement without including any such part or portion which may be hereafter declared invalid.

7. **Relationship of the Parties.** Nothing contained in this Agreement will be deemed or construed to create a partnership, joint venture, joint enterprise, or other fiduciary relationship between the City and Schany as related to the Schany Property. Neither party is authorized to act as an agent or on behalf of the other party.

8. **Governing Law and Venue.** The City and Schany agree that the laws of the State of Minnesota will govern all questions and interpretations concerning the validity and construction of this Agreement, and the legal relations between the City and Schany, and performance under it without regard to the principles of conflicts of law. The language of this Agreement is and will be deemed the result of negotiation among the parties and their respective legal counsel and will not be strictly construed for or against any party. The City and Schany agree that any action arising out of or in connection with this Agreement will be brought solely in the courts of the State of Minnesota, Fourth Judicial District, Hennepin County.

9. **No Waiver.** No waiver by the City and Schany of any of the provisions of this Agreement will be deemed a waiver of any other provisions, whether or not similar, nor will any waiver by either party be a continuing waiver. No waiver by the City and Schany will be binding unless executed in writing by the waiving party.

10. **Signatures/Execution.** Each person executing this Agreement on behalf of a party to the Agreement represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations included in this Agreement. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute but one and the same instrument.

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

12. **Incorporation of Recitals and Exhibits.** The Recitals made at the beginning of this Agreement, and the Exhibits that are attached to this Agreement, are each true and correct and, by this reference, are incorporated into and made a part of this Agreement.

IN WITNESS WHEREOF, the City and Schany have executed this Agreement as of the Effective Date first written above.

[Signature pages follow]

BY: _____

BY: _____

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SCHANY GROUP, LLC

By: _____

[printed name]

Its: _____ [printed title]

[printed title]

[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____ [printed name], the _____ [printed title] of the Schany Group, LLC, a Minnesota limited liability company, on behalf of the limited liability company.

Notary Public

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

EXHIBIT A

Legal Descriptions of the WME Property and the City Property Prior to Final Plat, and Legal Description of the Schany Property

Parcel 1 (The WME Property):

That part of the West Half of the Southeast Quarter of Section 31, Township 120, Range 22, Hennepin County, Minnesota, also that part of the East Half of the Southwest Quarter of said Section 31, all lying Southwesterly of the Southwesterly right-of-way line of Highway No. 94 and Northerly of the center line of Rush Creek except that part of the West 639.57 feet lying North of the South 400 feet thereof; and except that part lying Northerly of the following described line: Commencing at the intersection of the East line of the West 639.57 feet of the Northeast Quarter of the Southwest Quarter in said Section 31, with the Southerly line of Dayton Industrial Boulevard as dedicated in the Plat of Brockton Crossing; thence South 74 degrees 16 minutes 41 seconds West, assumed bearing, along said Southerly line a distance of 279.76 feet to an angle point in said Southerly line; thence South 15 degrees 43 minutes 19 seconds East, a distance of 15.00 feet to the point of beginning of said described line; thence North 74 degrees 16 minutes 41 seconds East, a distance of 275.35 feet to the East line of the West 639.57 feet of said Northeast Quarter of the Southwest Quarter; thence Easterly 414.55 feet along a tangential curve concave to the South having a radius of 470.00 feet and a central angle of 50 degrees 32 minutes 09 seconds; thence South 55 degrees 11 minutes 10 seconds East, tangent to said curve, a distance of 733.54 feet to the Southwesterly line of said Highway No. 94 and there terminating. Hennepin County, Minnesota
Abstract Property

Parcel 2 (The City Property):

That part of the West Half of the Southeast Quarter of Section 31, Township 120, Range 22, Hennepin County, Minnesota, lying Southwesterly of Highway No. 94; also that part of the East Half of the Southwest Quarter of Section 31, Township 120, Range 22, lying Southwesterly of Highway No. 94 and Northerly of centerline of Rush Creek.

EXCEPT:

That part of the West 639.57 feet of the Northeast Quarter of the Southwest Quarter of Section 31, Township 120, Range 22, Hennepin County, Minnesota, lying Southwesterly of the Southwesterly right of way line of Interstate Highway No. 94, also, the West 639.57 feet of the Southeast Quarter of the Southwest Quarter of Section 31, Township 120, Range 22, Hennepin County, Minnesota, lying Northerly of the South 400.00 feet thereof.

AND Except:

That part of the Northeast Quarter of the Southwest Quarter of Section 31, Township 120, Range 22, Hennepin County, Minnesota, described as follows:

Commencing at the West Quarter corner of said Section 31; thence South 01 degree 09 minutes 19 seconds West, along the West line of said Southwest Quarter, a distance of 899.78 feet; thence South 88 degrees 50 minutes 41 seconds East, a distance of 33.00 feet to the East line of the West 33.00 feet of said Southwest Quarter; thence continuing South 88 degrees 50 minutes 41 seconds East, a distance of 42.01 feet; thence South 31 degrees 59 minutes 30 seconds East, a distance of 47.00 feet; thence South 88 degrees 50 minutes 39 seconds East, a distance of 264.53 feet; thence South 83 degrees 08 minutes 01 second East, a distance of 241.20 feet; thence South 88 degrees 50 minutes 39 seconds East, a distance of 68.97 feet; thence North 01 degree 09 minutes 21 seconds East, a distance of 26.00 feet; thence South 88 degrees 50 minutes 39 seconds East, a distance of 100.00 feet; thence South 01 degree 09 minutes 21 seconds West, a distance of 14.00 feet; thence South 88 degrees 50 minutes 39 seconds East, a distance of 276.28 feet; thence 107.61 feet along a non-tangential curve concave to the North which has a radius of 670.03 feet, central angle of 09 degrees 12 minutes 06 seconds, chord bearing of South 87 degrees 45 minutes 42 seconds East, and chord length of 107.49 feet to the West line of said Northeast Quarter of the Southwest Quarter and the point of beginning; thence continuing the last curve along an arc with length of 62.23 feet, and central angle of 5 degrees 19 minutes 18 seconds; thence 139.09 feet along a non-tangential curve concave to the Northwest which has a radius of 646.00 feet, central angle of 12 degrees 20 minutes 11 seconds, chord bearing of North 71 degrees 56 minutes 42 seconds East, and chord length of 138.82 feet; thence North 65 degrees 46 minutes 36 seconds East, a distance of 96.54 feet; thence North 21 degrees 20 minutes 58 seconds West, a distance of 749.42 feet to said West line of the Northeast Quarter of the Southwest Quarter; thence South 0 degrees 40 minutes 07 seconds West, along said West line, a distance of 786.13 feet to the point of beginning.

Being that part of said described property lying Northerly of a line described as commencing at the intersection of the East line of the West 639.57 feet of the Northeast Quarter of the Southwest Quarter of said Section 31, with the Southerly line of Dayton Industrial Boulevard as dedicated in Brockton Crossing, according to the recorded plat thereof; thence South 74 degrees 16 minutes 41 seconds West, assumed bearing, along said Southerly line a distance of 279.76 feet to an angle point in said Southerly line; thence South 15 degrees 43 minutes 19 seconds East, a distance of 15.00 feet to the point of beginning of said described line; thence North 74 degrees 16 minutes 41 seconds East, a distance of 275.35 feet to the East line of the West 639.57 feet of said Northeast Quarter of the Southwest Quarter; thence Easterly 414.55 feet along a tangential curve concave to the South having a radius of 470.00 feet and a central angle of 50 degrees 32 minutes 09 seconds; thence South 55 degrees 11 minutes 10 seconds East, tangent to said curve, a distance of 733.54 feet to Southwesterly line of said Highway No. 94 and there terminating.

Hennepin County, Minnesota

Abstract Property

Parcel 3 (The Schany Property):

That part of the West 639.57 feet of the Northeast Quarter of the Southwest Quarter of Section 31, Township 120, Range 22, Hennepin County, Minnesota, which lies Southwesterly of the Southwesterly right of way line of Interstate Highway 94 and which lies Southerly of the following described line:

Commencing at the West Quarter corner of said Section 31; thence South 01 degree 09 minutes 19 seconds West, along the West line of said Southwest Quarter, a distance of 899.78 feet; thence South 88 degrees 50 minutes 41 seconds East, a distance of 33.00 feet to the East line of the West 33.00 feet of said Southwest Quarter; thence continuing South 88 degrees 50 minutes 41 seconds East, a distance of 42.01 feet; thence South 31 degrees 59 minutes 30 seconds East, a distance of 47.00 feet; thence South 88 degrees 50 minutes 39 seconds East, a distance of 264.53 feet; thence South 83 degrees 08 minutes 01 second East, a distance of 241.20 feet; thence South 88 degrees 50 minutes 39 seconds East, a distance of 68.97 feet; thence North 01 degree 09 minutes 21 seconds East, a distance of 26.00 feet; thence South 88 degrees 50 minutes 39 seconds East, a distance of 100.00 feet; thence South 01 degree 09 minutes 21 seconds West, a distance of 14.00 feet; thence South 88 degrees 50 minutes 39 seconds East, a distance of 276.28 feet; thence 107.61 feet along a non-tangential curve concave to the North which has a radius of 670.03 feet, central angle of 09 degrees 12 minutes 06 seconds, chord bearing of South 87 degrees 45 minutes 42 seconds East, and chord length of 107.49 feet to the West line of said Northeast Quarter of the Southwest Quarter; thence South 0 degrees 40 minutes 07 seconds West, along said West line, a distance of 155.16 feet to the point of beginning of the line to be described; thence 149.63 feet along a non-tangential curve concave to the North which has a radius of 740.00 feet, central angle of 11 degrees 35 minutes 08 seconds, chord bearing of North 77 degrees 34 minutes 53 seconds East, and chord length of 149.38 feet; thence North 71 degrees 47 minutes 19 seconds East, a distance of 215.18 feet; thence South 18 degrees 12 minutes 41 seconds East, a distance of 68.22 feet; thence North 74 degrees 16 minutes 41 seconds East, a distance of 279.76 feet to the East line of said West 639.57 feet of said Northeast Quarter of the Southwest Quarter; thence North 0 degrees 40 minutes 07 seconds East, along said East line, a distance of 97.59 feet, more or less to said Southwesterly right of way line of Interstate Highway 94 and there terminating.

AND

The West 639.57 feet of the Southeast Quarter of the Southwest Quarter of Section 31, Township 120, Range 22, Hennepin County, Minnesota, lying Northerly of the South 400.00 feet thereof.

Parcel 3A:

A 16.5 foot easement for roadway purposes, the center line of which is described as follows:

Commencing at the Southwest corner of the Southeast Quarter of the Southwest Quarter of said Section 31; thence on an assumed bearing of North 0 degrees 28 minutes 52 seconds East, along the West line of said Southeast Quarter of the Southwest Quarter a distance of 400.01 feet to the North line of the South 400.00 feet of said Southeast Quarter of the Southwest Quarter; thence South 89 degrees 55 minutes 12 seconds East, along said North line a distance of 325.78 feet to the point of beginning of the line to be described; thence South 13 degrees 31 minutes 43 seconds West, a distance of 190.45 feet; thence North 61 degrees 20 minutes 27 seconds West, a distance of 55.78 feet; thence Southwesterly a distance of 75.03 feet along a tangential curve concave to the Southeast, having a radius of 42.00 feet and a central angle of 102 degrees 21 minutes 25 seconds; thence South 16 degrees 18 minutes 08 seconds West, a distance of 51.38 feet; thence Southwesterly a distance of 67.53 feet along a tangential curve concave to the Northwest, having a radius of 120.00 feet and a central angle of 32 degrees 14 minutes 36 seconds; thence South 48 degrees 32 minutes 44 seconds West, a distance of 46.23 feet; thence South 57 degrees 43 minutes 07 seconds West, a distance of 121.65 feet; thence Southwesterly a distance of 21.39 feet along a tangential curve concave to the Southeast, having

a radius of 50.00 feet and a central angle of 24 degrees 31 minutes 0 seconds, to the intersection of the South line of the Southwest Quarter of said Section 31, and said centerline there terminating. The side lines of said easement shall be prolonged or shortened to terminate at said South line.

Parcel 3B:

A 66-foot easement for roadway purposes over the North 66 feet of the Northwest Quarter of the Northwest Quarter of Section 6, Township 119 North, Range 22 West of the 5th Principal Meridian.

Hennepin County, Minnesota

Abstract Property

EXHIBIT B

Legal Description of the Dedicated Land

DAYTON CREEK ADDITION

C.R. DOC. NO. _____



NOTE:
ALL MONUMENTS SHOWN THIS
ARE FOUND CASE FROM TOWN OF DAYTON, MINNESOTA.

wsb
3701 40th Avenue NW
Rochester, MN 55901
507-218-3745
www.wsbeng.com

SHEET 1 OF 2 SHEETS

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

Outlot A, Brockton Crossing, Hennepin County, Minnesota, except that part described as follows:
Beginning at the southeast corner of Outlot A of said plat; thence North 21 degrees 20 minutes 58 seconds West, along the northerly line of said Outlot A, a distance of 20.56 feet; thence South 69 degrees 46 minutes 44 seconds West, a distance of 100.07 feet; thence North 88 degrees 50 minutes 39 seconds West, a distance of 483.55 feet; thence South 01 degrees 00 minutes 21 seconds West, a distance of 8.00 feet to the southerly line of said Outlot A; thence easterly, southerly, northerly and westerly along the southerly line of said Outlot A to the point of beginning.

AND

That the plat of Dayton Creek Addition, as shown on the plat of Brockton Crossing, Hennepin County, Minnesota, North 16 degrees 00 minutes 00 seconds West, 12 minutes 41 seconds East, a distance of 100.00 feet to the northerly line of said Outlot A of said plat; thence North 21 degrees 20 minutes 58 seconds West, along the northerly line of said Outlot A, a distance of 20.56 feet to the point of beginning of the line to be described; thence North 28 degrees 41 minutes 41 seconds East, a distance of 100.00 feet to the northerly line of said Dayton Industrial Boulevard and another line terminating.

Here caused the same to be surveyed and platted as DAYTON CREEK ADDITION, and does hereby dedicate to the public for public use, the public ways as shown by this plat.

In witness whereof, said Survey Group, LLC, a Minnesota limited liability company, has caused these presents to be signed by its president on this _____ day of _____, 20____.

Signed: Survey Group, LLC

XXXXXX, XXXXX

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20____, by XXXXXX, XXXXX of Survey Group, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public: _____ County, Minnesota Notary Printed Name: _____

My Commission Expires: _____

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20____, by Jeffrey J. Robinson.

Jeffrey J. Robinson, Licensed Land Surveyor

Minnesota License No. 40003

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20____, by Jeffrey J. Robinson.

Notary Public: _____ County, Minnesota Notary Printed Name: _____

My Commission Expires: _____

CITY COUNCIL, CITY OF DAYTON, MINNESOTA

This plat of DAYTON CREEK ADDITION was approved and accepted by the City Council of the City of Dayton, Minnesota, at a regular meeting thereof held this _____ day of _____, 20____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 500.03, Subdivision 2.

City Council, City of Dayton, Minnesota

By: _____ Mayor By: _____ Clerk

COUNTY AUDITOR, Hennepin County, Minnesota

I hereby certify that said land is approximately _____ day of _____, 20____, and prior year's have been paid for land acquisition the plat, dated this _____ day of _____, 20____.

Daniel Rogers, County Auditor

By: _____ Deputy

SURVEY DIVISION, Hennepin County, Minnesota

Pursuant to Minnesota Statutes, Section 302B.555 (1999), this plat has been approved _____ day of _____, 20____.

Chris F. Marks, County Surveyor

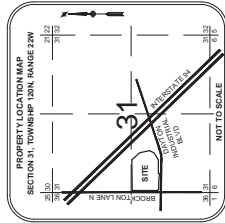
By: _____

COUNTY RECORDER, Hennepin County, Minnesota

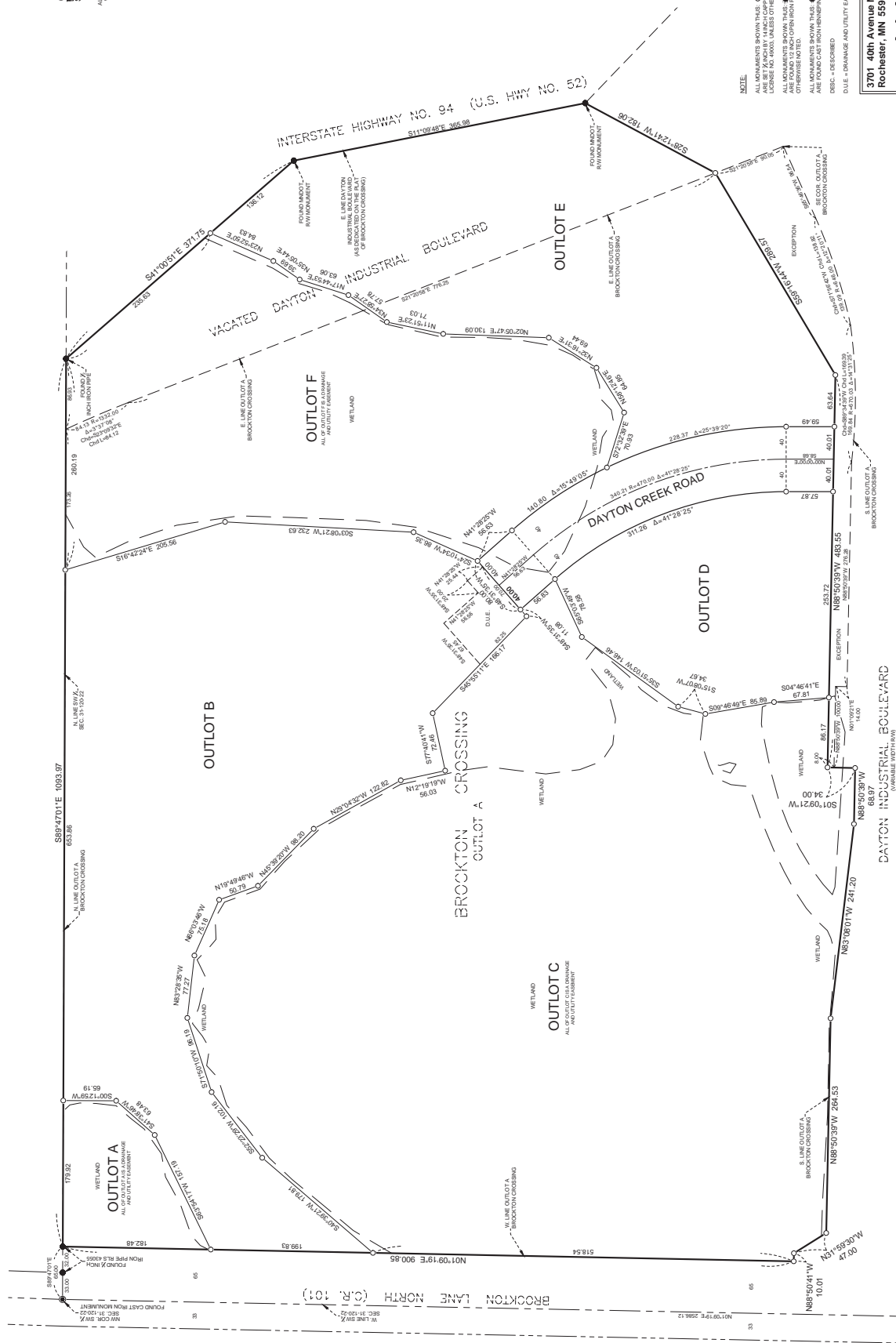
I hereby certify that the within plat of DAYTON CREEK ADDITION was filed in the office this _____ day of _____, 20____, at _____ o'clock _____ M.

XXXXXX, County Recorder

By: _____ Deputy



C.R. DOC. NO.



NOTE:

ALL MONUMENTS SHOWN THUS:  ARE SET 1/2 INCH BY 14 INCH CAPPED IRON REBAR MONUMENTS WITH

ALL MONUMENTS SHOWN THUS: ARE FOUND 1/2 INCH OPEN IRON PIPE MONUMENTS UNLESS LICENSE NO. 49003, UNLESS OTHERWISE NOTED.

OTHERWISE NOTED.

ALL MONUMENTS SHOWN THUS: ●

ARE BEING CAST ON MINNEAPOLIS COUNTY MONUMENTS

DESC. = DESCRIBED

3701 40th Avenue NW
 Rochester, MN 55901

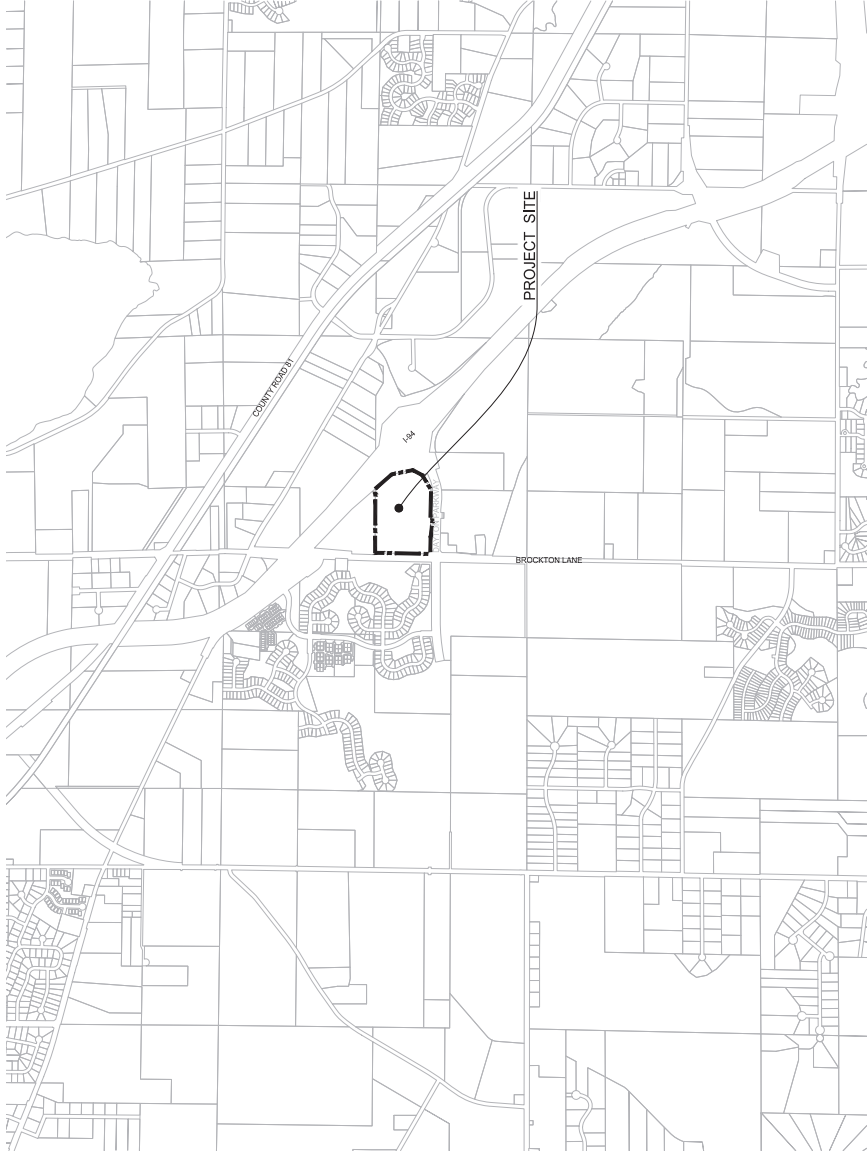
WSB-TV Channel 45
1060 N.W. 33rd St.
Miami, FL 33136
Tel: 305-372-4545
Fax: 305-372-4546
www.wsb-tv.com

507-218-3745
www.wsbg.com

DAYTON CREEK ADDITION - SCHANY GROUP, LLC

City of Dayton, Minnesota

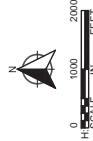
WSB Project Number 022318-000
Issue Date 06/13/2025; REVISED FINAL PLAT SUBMITTAL



1. PROJECT LOCATION MAP
SCALE: NOT TO SCALE

THIS PLAN SET HAS BEEN PREPARED FOR:

SCHANY GROUP, LLC
22140 OAKDALE DRIVE
ROGERS, MN 55374



Sheet Number	Sheet Title
C101	TITLE SHEET
C102	GENERAL LAYOUT
CE101	OVERALL EXISTING CONDITIONS
CE102	EXISTING CONDITIONS - NORTH
CS101	SITE PLAN
CS102	STREET AND STORM PLAN AND PROFILE
CS103	NORTH STORM PROFILES
CS104	TYP SECTION
CS105	SIGNING AND STRIPING PLAN
CS501	MISC DETAILS
CS502	MISC DETAILS
CS503	MISC DETAILS
CS504	MISC DETAILS
CS505	MISC DETAILS
CS506	MISC DETAILS
CS507	MISC DETAILS
CS508	MISC DETAILS
CS509	MISC DETAILS
CS510	MISC DETAILS
CS511	STANDARD PLANS
CS512	STANDARD PLANS
CS513	STANDARD PLANS
CS514	STANDARD PLANS
CS515	STANDARD PLANS
CG101	NORTH GRADING PLAN
CG102	EROSION CONTROL PLAN AND PLAN
CG103	SWPPP NARRATIVE
CG104	SWPPP NARRATIVE
CU101	SANITARY SEWER AND WATERMAIN PLANS
CU102	SANITARY SEWER AND WATERMAIN PLANS
CU103	SANITARY SEWER AND WATERMAIN PLANS
CU104	SANITARY SEWER AND WATERMAIN PLANS
LIT101	LIGHTING PLAN

GENERAL NOTES

1. THE 2022 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" AND CITY OF DAYTON "STANDARD SPECIFICATIONS AND DETAIL PLATES" SHALL GOVERN.
2. ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CONCERNING TYPE AND LOCATION OF PRIVATE UTILITIES HAS BEEN DESIGNATED UTILITY QUALITY LEVEL D. THESE UTILITY QUALITY LEVELS SHALL BE USED TO DETERMINE THE TYPE AND LOCATION OF PRIVATE UTILITIES OF EXISTING SUBSURFACE UTILITY DATA. THE CONTRACTOR IS TO DETERMINE THE TYPE AND LOCATION OF PRIVATE UTILITIES AS MAY BE DEEMED NECESSARY TO AVOID DAMAGE THEREIN.



SCALE:
AS SHOWN

DESIGN BY:
KH

PLAN BY:
IE

CHECK BY:
PS

NO.	DATE	DESCRIPTION
1	06/13/2025	Revised Final Plat Submittal
2	06/13/2025	Revised City Submitted
3	06/13/2025	Revised City Submitted
4	06/13/2025	Revised City Submitted
5	06/13/2025	Revised City Submitted
6	06/13/2025	Revised City Submitted
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97	06/13/2025	Revised City Submitted
98	06/13/2025	Revised City Submitted
99	06/13/2025	Revised City Submitted
100	06/13/2025	Revised City Submitted

TITLE SHEET

DAYTON CREEK ADDITION
SCHANY GROUP, LLC

WSB PROJECT NO.
022318-000
SHEET
C101



SCALE: AS SHOWN
DESIGN BY: KJ
PLAN BY: KJ
CHECK BY: PS
IE

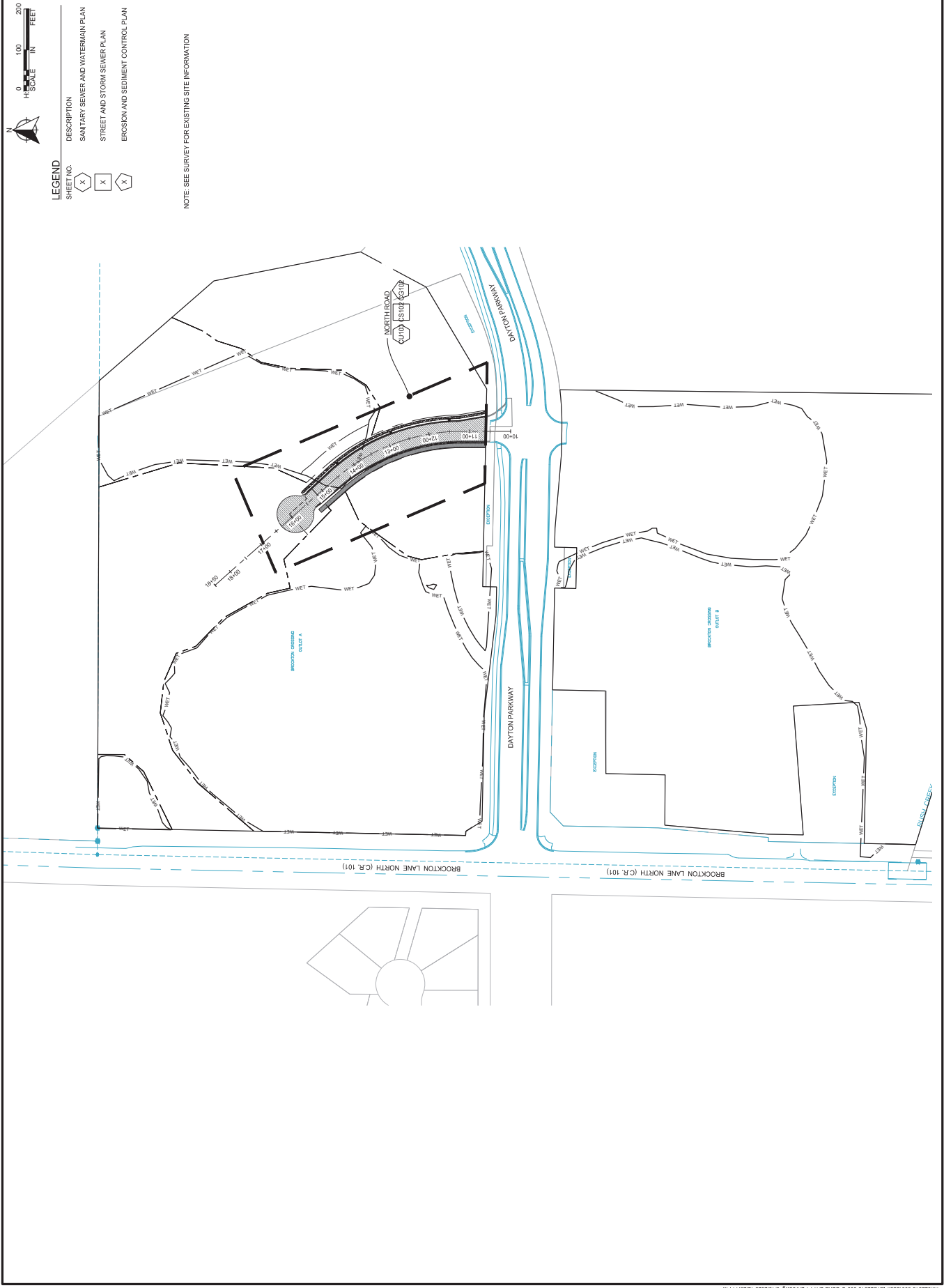
NO.	DATE	DESCRIPTION
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2	8/22/2024	Revised City Submitted
3	9/25/2024	Revised City Submitted
4	10/09/2024	Revised City Submitted
5	10/14/2024	Revised City Submitted
6	11/05/2024	Revised City Submitted
7	12/01/2024	Revised City Submitted
8	01/07/2025	Revised City Submitted
9	06/12/2025	Revised Final City Submitted

DATE: 06/12/2025
LIC. NO. 41352
WIGH J. VAN DELT
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, LISTS OF THE STATE OF MINNESOTA.
DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE OR REPORT WAS PREPARED BY ME OR UNDER MY

GENERAL LAYOUT

DAYTON CREEK ADDITION
SCHANY GROUP, LLC

WSB PROJECT NO.
022318-000
SHEET
C102





SCALE: AS SHOWN
DESIGN BY: KJ
CHECK BY: PS
PLAN BY: JE

NO.	DATE	DESCRIPTION
1	7/19/2024	Revised City Submitted
2	8/22/2024	Revised City Submitted
3	9/10/2024	Revised City Submitted
4	10/08/2024	Revised City Submitted
5	10/17/2024	Revised City Submitted
6	11/05/2024	Revised City Submitted
7	12/01/2024	Revised City Submitted
8	1/07/2025	Revised City Submitted
9	09/12/2025	Revised Final Plan Submitted

REVISIONS

DATE: 09/12/2025
LIC. NO. 41352

WICH J. VAN DELT

LANDS OF THE STATE OF MINNESOTA.

DIRECT SUPERVISION AND THAT I AM A DULY

LICENSED PROFESSIONAL ENGINEER UNDER THE

1. HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION,

OR REPORT WAS PREPARED BY ME OR UNDER MY

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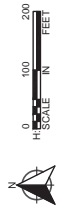
OR REPORT WAS PREPARED BY ME OR UNDER MY

OR REPORT WAS PREPARED BY ME OR UNDER MY

SITE PLAN

DAYTON CREEK ADDITION
SCHANY GROUP, LLC

WSB PROJECT NO.
022318-000
SHEET
CS101



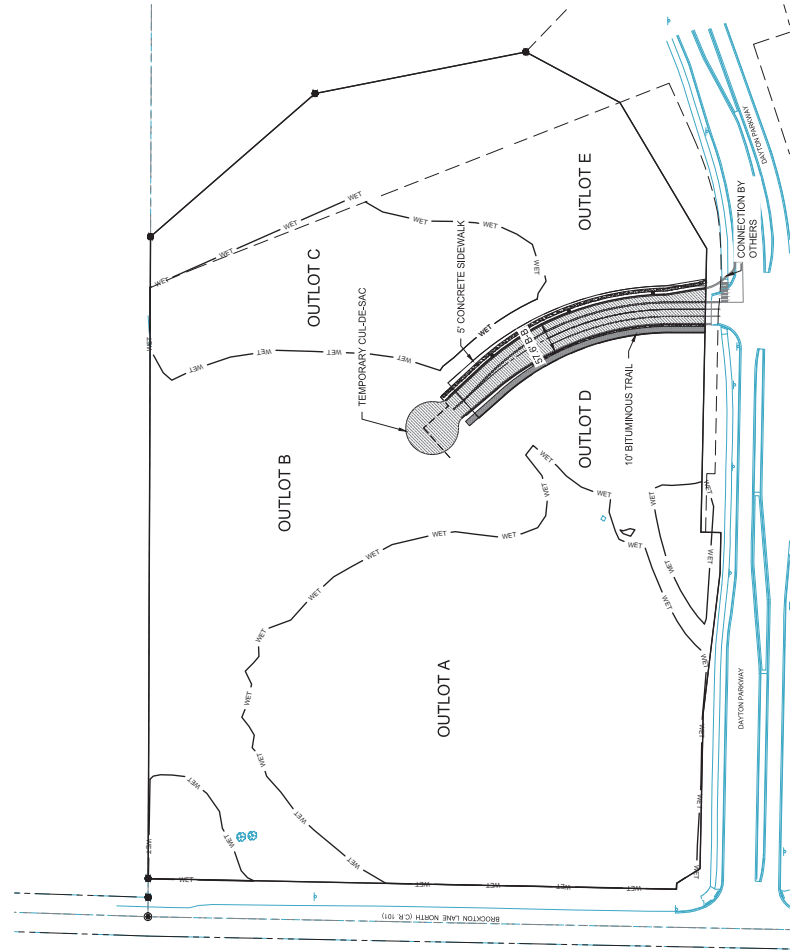
- LEGEND**
- PROPOSED CURB AND GUTTER
 - PROPOSED BITUMINOUS (EDGE)
 - PROPOSED CONCRETE (EDGE)
 - APPROX. CONSTRUCTION LIMITS
 - PROPOSED BITUMINOUS ROAD/ TRAIL
 - PROPOSED BITUMINOUS DRIVEWAY/ WALK
 - PROPOSED CONCRETE DRIVEWAY/ WALK
 - PROPOSED TRUNCATED DOMES

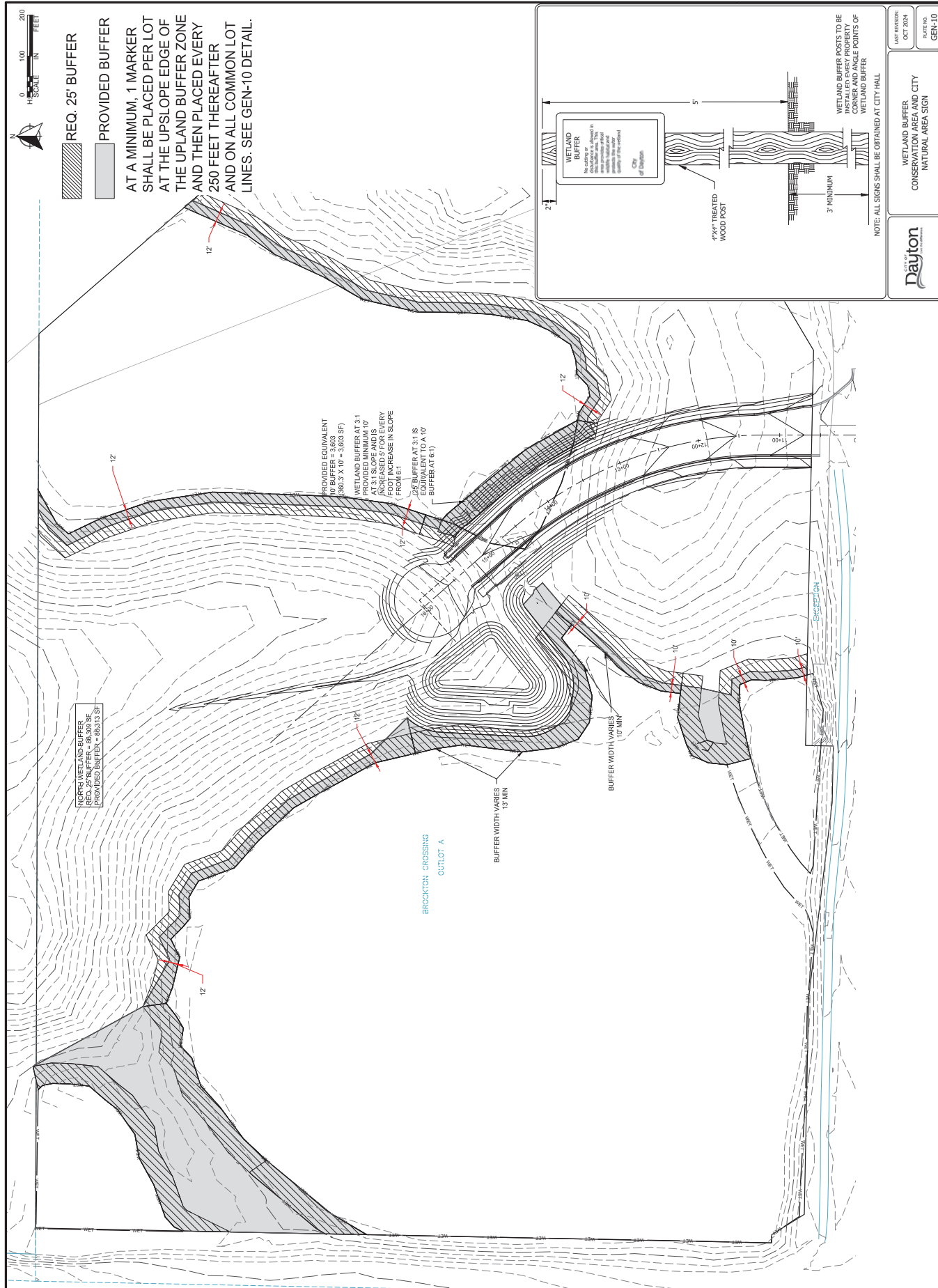
SITE PLAN NOTES

1. ALL LOT DIMENSIONS ARE ROUNDED TO THE NEAREST FOOT.
2. ALL AREAS ARE ROUNDED TO THE NEAREST SQUARE FOOT.
3. STREET NAMES ARE SUBJECT TO APPROVAL BY THE CITY.
4. DRAINAGE AND UTILITY EASEMENTS SHALL BE PROVIDED AS REQUIRED. DRAINAGE AND UTILITY EASEMENTS WILL BE PROVIDED OVER ALL PUBLIC UTILITIES AND UP TO 1 FOOT ABOVE THE HIGH WATER LEVEL OF ALL PONDS.
5. THE CONTRACTOR SHALL CONSTRUCT ALL PAVEMENTS TO CONFORM WITH THE CORRECT LINES AND DIMENSIONS INDICATED ON THE CITY DETAIL SHEET AND STREET.
6. THE CONTRACTOR SHALL CONSTRUCT ALL PAVEMENTS TO CONFORM WITH THE CORRECT LINES AND DIMENSIONS INDICATED ON THE PLANS AND TO MATCH EXISTING PAVEMENT GRADES AT TIE-IN POINTS. NO PONDING OF WATER WILL BE ALLOWED.
7. SAW ALL CONCRETE CONSTRUCTION JOINTS. CLEAN THEM OF DEBRIS. BLOW THEM DRY AND IMMEDIATELY SEAL WITH JOINT SEALANT.
8. REINFORCE AND BRIDGE PAVING PAVEMENTS WITH 4" SLABS AT 4" SPACING. ALL JOINTS SHALL BE CONSIDERED TO BE ONE INCH. THE SLAB THICKNESS TO A SHARP ANGLE WHEN THE LENGTH TO WIDTH RATIO EXCEEDS 3 TO 1. OR WHEN A SLAB IS NEITHER SQUARE NOR RECTANGULAR.
9. SEE DETAIL SHEET FOR WETLAND STORAGE DETAILS.

SITE DEVELOPMENT DATA

EXISTING ZONING: A-1 - AGRICULTURAL
PROPOSED ZONING: PUD
SEE PRELIMINARY PLAT FOR LAND AREAS.



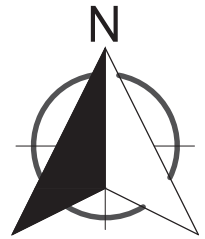


EASEMENT EXHIBIT

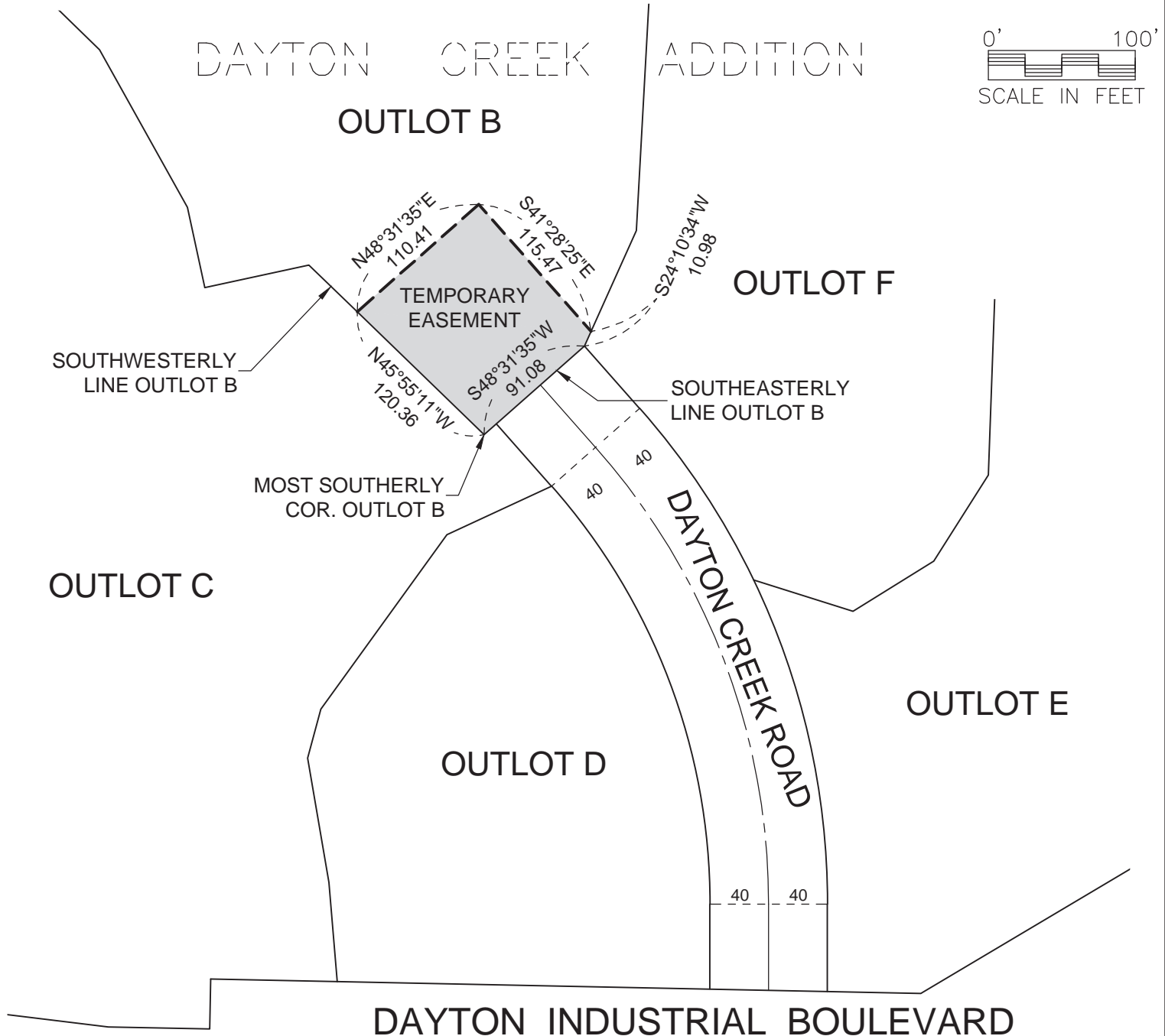
TEMPORARY EASEMENT DESCRIPTION:

A temporary easement over, under and across that part of Outlot B, DAYTON CREEK ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota, described as follows:

Beginning at the most southerly corner of said Outlot B; thence North 45 degrees 55 minutes 11 seconds West, assumed bearing, along the southwesterly line of said Outlot B, 120.36 feet; thence North 48 degrees 31 minutes 35 seconds East, 110.41 feet; thence North 41 degrees 28 minutes 25 seconds East, 115.47 feet to the southeasterly line of said Outlot B (the next 2 courses are along said southeasterly line); thence South 24 degrees 10 minutes 34 seconds West, 10.98 feet; thence South 48 degrees 31 minutes 35 seconds West, 91.08 feet to the point of beginning.



0' 100'
SCALE IN FEET



PART OF OUTLOT B
DAYTON CREEK ADDITION
HENNEPIN COUNTY
MINNESOTA

CLIENT:	SCHANY GROUP LLC	
SCALE:	1" = 100'	DRAWN BY: JJR
DATE :	03/04/2025	ACCT. NO. : 022318
DWG:	022318 V-EX	

3701 40th Avenue NW
Rochester, MN 55901

wsb
147 507-218-3745
www.wsbeng.com

ITEM:

Approval of Resolution 43-2025; Approval to Amend Joint Powers Agreement with North Metro Mayors

PREPARED BY:

Zach Doud, City Administrator

POLICY DECISION / ACTION TO BE CONSIDERED:

Approval of Resolution 43-2025

BACKGROUND:

The City of Crystal would like to join North Metro Mayors and has been recommended by North Metro Mayors operational committee to amend the JPA and allow Crystal to be involved with the association.

There has not been an additional community added to the North Metro Mayors Association is quite some time and the operational committee for the association felt it would be best to have every community adopt a resolution amending the JPA to include Crystal.

CRITICAL ISSUES:

There are no outstanding issues.

RECOMMENDATION:

Approval of Resolution 43-2025 to amend JPA with north metro mayors

ATTACHMENT(S):

Resolution 43-2025

2025 NMMA JPA

RESOLUTION NO. 43-2025
A RESOLUTION TO AMEND JOINT POWERS AGREEMENT WITH
NORTH METRO MAYORS ASSOCIATION

WHEREAS, the purpose of the Joint Powers Agreement is to establish an organization to promote transportation and economic development projects and to assist in conducting government functions effectively and efficiently in the member communities of the northern metropolitan area; and

WHEREAS, the City of Dayton is a member of the North Metro Mayors Association (NMMA); and

WHEREAS, the NMMA has determined that it is in the best interest of the public to amend the JPA to allow the City of Crystal as a member; and

WHEREAS, the City Council of the City of Dayton deems that it is in its best interest to approve such changes.

NOW THEREFORE BE IT RESOLVED by the City Council of Dayton, Minnesota to approve the second amended changes to the Joint Powers Agreement with the North Metro Mayors Association to allow membership of the City of Crystal.

Adopted by the Dayton City Council this 08 day of July, 2025.

Dennis Fisher, Mayor

ATTEST:

Amy Benting, ACA/City Clerk

PRESENTER: Marty Farrell

ITEM: 2024 Park Improvement Projects, Parks Irrigation installation, pay application 2 for \$194,589.64.

PREPARED BY: Marty Farrell

POLICY DECISION ACTION TO BE CONSIDERED: Approve pay application #2 for \$194,589.64.

BACKGROUND: Staff have been contacted by numerous residents about the quality of the grass in the open spaces in the newly developed parks. Staff has explored installation or improvement of irrigation systems in five City Parks, Elsie Stephens Park, River Hills Park, Lone Gardens, Hayden Hills and Sundance Woods. The irrigation project has been split into 2 distinct areas Irrigation system installation, and water supply, the work will be conducted by different contractors with the City coordinating the project.

Council approved advertising for bids at the 09-24-24, meeting. Bids were received from Friedges, Peterson Companies, and Albrecht Company. Council awarded the Contract for irrigation installation to Peterson Companies at the 10-22-2024 regular Council meeting

CRITICAL ISSUES: N/A.

Project Timeline

<u>Bidding documents available after</u>	<u>September 24th 2024 Complete</u>
<u>Bid opening</u>	<u>October 15 2024 Complete</u>
<u>Contract award</u>	<u>October 22 2024 Complete</u>
<u>Project Commence after</u>	<u>October 22 2024 Complete</u>
<u>Substantial completion</u>	<u>June 1 2025</u>

BUDGET IMPACT: Project including contingency \$332,792 from Fund 601.

RECOMMENDATION: Approve payment of Pay Application 2.

ATTACHMENT(S): Project Balance Sheet, pay application 2

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AS OF 07-01-2025		
Remaining Contract Balance		
Peterson	\$	113,773.31
Remaining Contract Balances Total	\$	113,773.31
Project Starting Balance	\$	332,792.00
Minus total pay apps to date	\$	(197,248.69)
Remaining Project Balance	\$	135,543.31
Remaining Project Balance	\$	135,543.31
Minus remaining Contract Balances	\$	(113,773.31)
Contingency	\$	21,770.00

APPLICATION AND CERTIFICATION FOR PAYMENT

CUSTOMER:	City Of Dayton 12260 South Diamond Lake Road Dayton, MN 55327	PROJECT:	Dayton Parks Irrigation 11510 Pineridge Way North Dayton, MN 55327-2603	APPLICATION NO:	2	Distribution Via Email:	<input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT
CONTRACTOR:	Peterson Companies, Inc. 8326 Wyoming Trail Chicago City, MN 55013	VIA ARCHITECT:		PERIOD TO:	6/30/2025	<input type="checkbox"/> CONTRACTOR	
CONTRACT FOR:				PROJECT NO:	24134	<input type="checkbox"/>	
				CONTRACT DATE:	10/25/2024		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet Page 2, is attached.

1. ORIGINAL CONTRACT SUM		\$ 311,022.00
2. Net change by Change Orders		0.00
3. CONTRACT SUM TO DATE (Line 1+2)		311,022.00
4. TOTAL COMPLETED & STORED TO DATE (column G on G703)		207,630.20
5. RETAINAGE:		
a. On Completed Work (Column D + E on G703)	\$ 10,381.51	
b. On Stored Material (Column F on G703)	0.00	
Total Retainage (Line 5a + 5b or Total in Column I of G703)		10,381.51
6. TOTAL EARNED LESS RETAINAGE (line 4 less line 5 Total)		197,248.69
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (line 6 from prior Certificate)		2,659.05
8. CURRENT PAYMENT DUE		194,589.64
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		113,773.31

Change Order Summary	Additions	Deductions
Total Changes approved in previous months by Owner:	0.00	0.00
Total approved this Month	0.00	0.00
NET CHANGES by Change Order	\$ 0.00	

JOBED

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

CONTRACTOR: Peterson Companies, Inc.

BY:  Date: 6/17/2025

State of: MN County of: Chicago
Subscribed and sworn to before me this _____ day of _____
Notary Public:
My Commission Expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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


Amount Certified \$ 194,589.64

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

CONSTRUCTION MANAGER:

BY: _____ Date: _____

ARCHITECT

BY:  Date: 06/23/2025

This certificate is not negotiable. The Amount Certified is payable only to the contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CONTINUATION SHEETProject: Dayton Parks
Irrigation

Page 2

Application and Certification for Payment
containing contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No: 2
Application Date: 6/17/2025
Period To: 6/30/2025
Project No: 24134

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period	F Materials Presently Stored (Not in D or E)	G		H Balance To Finish (C - G)	I Retainage
			Previous Application	Completed			Total Completed and Stored to Date (D+E+F)	% (G / C)		
1	Ione Gardens Neighborhood Park	60,946.00	0.00	24,378.40	0.00	0.00	24,378.40	40	36,567.60	1,218.92
2	Sundance Woods Neighborhood Park	43,422.00	0.00	17,368.80	0.00	0.00	17,368.80	40	26,053.20	868.44
3	Elsie Stephens Memorial Park	41,288.00	0.00	33,030.40	0.00	0.00	33,030.40	80	8,257.60	1,651.52
4	River Hills Neighborhood Park	48,460.00	0.00	38,768.00	0.00	0.00	38,768.00	80	9,692.00	1,938.40
5	Hayden Hills Neighborhood Park	114,107.00	0.00	91,285.60	0.00	0.00	91,285.60	80	22,821.40	4,564.28
6	Bond	2,799.00	2,799.00	0.00	0.00	0.00	2,799.00	100	0.00	139.95
Totals		311,022.00	2,799.00	204,831.20	0.00	0.00	207,630.20	67	103,391.80	10,381.51

PRESENTER: Marty Farrell

ITEM: Well Head treatment pay application #14 from Magney Construction

PREPARED BY: Marty Farrell

POLICY DECISION/ACTION TO BE CONSIDERED: Payment of Pay Application #14 for \$191,897.08. This Pay application is for roof installation, masonry and painting that has been completed so far.

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:

Magney Contract including change orders 1, 2, 3, WCD03, WCD04	\$7,511,793.42
Magney construction pay application #14	\$191,897.08
Total remaining Magney Contract budget	\$2,855,669.69
Total remaining project budget	\$3,266,536.71
Total remaining project contingency	\$144,906.58

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

RECOMMENDATION: Accept pay application #14 from Magney Construction for \$197,897.08.

ATTACHMENT(S): Project balance sheet and Pay application #14.

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)	
5/1/2025	Pay Application 12	\$ 280,900.97		\$	(280,900.97)	
5/30/2025	Pay Application 13	\$ 239,382.06		\$	(239,382.06)	
5/20/2025	Work Change Directive 03 Non Standard paint cost		\$ 231.00	\$	231.00	
6/13/2025	Work Change Directive 04 Plumbing changes	\$ -	\$ 3,806.76	\$	3,806.76	
7/1/2025	Pay Application 14	\$ 191,897.08		\$	(191,897.08)	
		\$ 4,656,123.73	\$ 255,093.42	\$	2,855,669.69	

AS OF 06-30-2025		
Contract Balances to Project Close Out		
Magney	\$	2,855,669.69
B&V	\$	232,252.94
AET	\$	33,707.50
Remaining Contract Balances Total	\$	3,121,630.13
Project Starting Balance	\$	8,194,300.00
Minus total pay apps to date	\$	(4,927,763.29)
Remaining Project Balance	\$	3,266,536.71
Remaining Project Balance	\$	3,266,536.71
Minus remaining Contract Balances	\$	(3,121,630.13)
Contingency	\$	144,906.58

Contractor's Application for Payment No. 14

To (Owner): City of Dayton, MN	Application Period: 6/1/2025 - 7/1/2025	Application Date: 6/30/2025
Project Name: Dayton Filtration Plant Wells 4 & 5	From (Contractor): Magney Construction, Inc.	Via (Engineer): Black & Veatch
Owner's Contract No.:	Contract: All Construction	
	Contractor's Project No.: 00604	Engineer's Project No.: 414098

APPLICATION FOR PAYMENT

Change Order Summary

No.	Approved Change Orders	Additions	Deductions
CO-1	\$	33,873.28	
CO-2	\$	45,000.00	
CO-3	\$	172,182.38	
WCD-3	\$	231.00	
WCD-4	\$	3,806.76	
TOTALS	\$	255,093.42	
NET CHANGE			
BY CHANGE ORDERS	\$		255,093.42

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:  Date: 6/30/2025

1. ORIGINAL CONTRACT PRICE	\$	7,256,700.00
2. Net change by Change Orders	\$	255,093.42
3. CURRENT CONTRACT PRICE (Line 1 +/- 2)	\$	7,511,793.42
4. TOTAL COMPLETED & STORED TO DATE	\$	4,901,182.88
5. RETAINAGE:		
a. 5% x \$ 4,881,479.36 Work Completed	\$	244,073.97
b. 5% x \$ 19,703.52 Stored Materials	\$	985.18
c. Total Retainage (Line 5a + Line 5b)	\$	245,059.14
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$	4,656,123.74
7. LESS PREVIOUS PAYMENTS (Line 6 from prior)	\$	4,464,226.65
8. AMOUNT DUE THIS APPLICATION	\$	191,897.08
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Schedule of Values + Line 8c above)	\$	2,855,669.68

Payment of: \$191,897.08

(Line 8 or other - attach explanation of other amount)

Recommended by:

 (Engineer)

07/01/2025
(Date)

Payment of: \$191,897.08

(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

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

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

Application No.: 14
Date of Application: 6/30/2025
Work Completed Through: 7/1/2025

ITEM	Description of Work	Scheduled Value	C From Previous Application (C+D)	D THIS PERIOD	E Materials Presently stored (not in column D)	F Total Completed and Stored to Date (C+D+E)	% Complete	G Balance to Finish	H Retainage (5%)
01000	Mobilization	\$ 220,100.00	\$ 110,050.00			\$ 110,050.00	50%	\$ 110,050.00	\$ 5,502.50
01001	General Conditions	\$ 390,600.00	\$ 192,876.00	\$ 17,500.00		\$ 210,376.00	54%	\$ 180,224.00	\$ 10,518.80
01002	Supervision	\$ 178,000.00	\$ 96,707.14	\$ 13,500.00		\$ 110,207.14	62%	\$ 67,792.86	\$ 5,510.36
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
02312	Asphalt Pavement	\$ 22,000.00	\$ -			\$ -	0%	\$ 22,000.00	\$ -
02600	Site Utilities	\$ 220,000.00	\$ 10,455.52		\$ 13,558.52	\$ 24,014.04	11%	\$ 195,985.96	\$ 1,200.70
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	\$ 285,479.58			\$ 285,479.58	94%	\$ 17,220.42	\$ 13,273.98
03300	Cut-in-Place Concrete	\$ 736,400.00	\$ 667,332.74			\$ 667,332.74	91%	\$ 69,067.26	\$ 33,366.64
04200	Masonry	\$ 326,000.00	\$ 156,480.00	\$ 15,170.00		\$ 171,650.00	53%	\$ 154,350.00	\$ 8,582.50
05000	Meta Framing & Misc. Metals	\$ 201,100.00	\$ 183,496.57	\$ 17,603.43		\$ 201,100.00	100%	\$ -	\$ 10,055.00
05100	Rough Carpentry	\$ 22,300.00	\$ 21,300.00	\$ 1,000.00		\$ 22,300.00	100%	\$ -	\$ 1,115.00
07185	Masonry Water Repellent Coating	\$ 8,000.00	\$ -			\$ -	0%	\$ 8,000.00	\$ -
07200	Thermal Insulation	\$ 18,900.00	\$ -	\$ 18,900.00		\$ 18,900.00	100%	\$ -	\$ 945.00
07270	Fluid Applied Membrane Air Barrier	\$ 15,300.00	\$ 15,300.00			\$ 15,300.00	100%	\$ -	\$ 765.00
07415	Standing-Seam Metal Roofing	\$ 107,000.00	\$ 2,500.00	\$ 20,000.00		\$ 22,500.00	21%	\$ 84,500.00	\$ 1,125.00
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	\$ -	\$ 7,162.65		\$ 7,162.65	41%	\$ 10,137.35	\$ 358.13
08800	Glass & Glazing	\$ 3,500.00	\$ -			\$ -	0%	\$ 3,500.00	\$ -
09940	Painting / Coatings	\$ 103,100.00	\$ -	\$ 33,100.00		\$ 33,100.00	32%	\$ 70,000.00	\$ 1,655.00
10200	Lowvrs	\$ 3,500.00	\$ 2,509.21			\$ 2,509.21	72%	\$ 990.79	\$ 125.46
11150	Submersible Pumps	\$ 42,000.00	\$ -			\$ -	0%	\$ 42,000.00	\$ -
11270	Horizontal Pressure Filters	\$ 2,204,240.00	\$ 2,064,497.50			\$ 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	\$ 61,750.00			\$ 61,750.00	65%	\$ 33,250.00	\$ 3,087.50
11530	Static Mixer	\$ 25,000.00	\$ 25,000.00			\$ 25,000.00	100%	\$ -	\$ 1,250.00
11630	Compressed Air Equipment	\$ 50,000.00	\$ -			\$ -	0%	\$ 50,000.00	\$ -
14621	Monorail Chain Hoists	\$ 16,510.00	\$ -		\$ 6,145.00	\$ 6,145.00	37%	\$ 10,365.00	\$ 307.25
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	\$ 131,735.91			\$ 131,735.91	34%	\$ 252,764.09	\$ 6,586.80

15064	Stainless Steel Pipe	\$	24,000.00	\$	-				\$	24,000.00	\$	-	
15250	Mechanical Insulation	\$	5,040.00	\$	-				\$	5,040.00	\$	-	
15400	Plumbing - General Conditions	\$	11,820.00	\$	2,623.00				\$	9,197.00	\$	131.15	
15400.1	Plumbing - Permits/Inspections	\$	2,595.00	\$	2,595.00				\$	-	\$	129.75	
15400.2	Plumbing - Below Grade Piping & Fixtures	\$	17,015.00	\$	12,915.00				\$	4,100.00	\$	645.75	
15400.3	Plumbing - Above Grade Waste & Vent	\$	6,975.00	\$	-				\$	6,975.00	\$	-	
15400.4	Plumbing - Gas Piping	\$	8,260.00	\$	-				\$	8,260.00	\$	-	
15400.5	Plumbing - Water Piping & Fixtures Above Grade	\$	22,835.00	\$	-				\$	22,835.00	\$	-	
15500	HVAC - General Conditions	\$	8,955.00	\$	-				\$	8,955.00	\$	-	
15500.1	HVAC - Test & Balance	\$	770.00	\$	-				\$	770.00	\$	-	
15500.2	HVAC - Ductwork Insulation	\$	1,650.00	\$	-				\$	1,650.00	\$	-	
15500.3	HVAC - Controls	\$	28,500.00	\$	-				\$	28,500.00	\$	-	
15500.4	HVAC - Ductwork Labor	\$	4,500.00	\$	-				\$	4,500.00	\$	-	
15500.5	HVAC - Ductwork Material	\$	4,500.00	\$	-				\$	4,500.00	\$	-	
15500.6	HVAC - Equipment Labor	\$	11,000.00	\$	-	\$	3,000.00		\$	8,000.00	\$	150.00	
15500.7	HVAC - Equipment Material	\$	16,600.00	\$	-	\$	10,000.00		\$	6,600.00	\$	500.00	
15500.8	HVAC - Refrigerant Piping Labor	\$	3,100.00	\$	-				\$	3,100.00	\$	-	
15500.9	HVAC - Refrigerant Piping Material	\$	750.00	\$	-				\$	750.00	\$	-	
16050	Electrical - General Conditions & Temp Power	\$	25,085.00	\$	1,340.00				\$	23,745.00	\$	67.00	
16050.1	Electrical - Electrical Work	\$	263,633.00	\$	37,500.00				\$	226,133.00	\$	1,875.00	
16050.2	Electrical - Electrical Equipment Installation	\$	20,000.00	\$	-				\$	20,000.00	\$	-	
16050.3	Electrical - MCC Installation	\$	15,000.00	\$	-				\$	15,000.00	\$	-	
16050.4	Electrical - Lightning Protection	\$	11,360.00	\$	-				\$	11,360.00	\$	-	
16050.5	Electrical - Control Systems	\$	401,707.00	\$	99,200.00				\$	302,507.00	\$	4,960.00	
CO-1	Added Valves	\$	33,873.28	\$	-				\$	33,873.28	\$	-	
CO-2	De-mobilization & Re-mobilization	\$	45,000.00	\$	45,000.00				\$	-	\$	2,250.00	
CO-3	Project Delay Cost Escalations	\$	172,182.38	\$	30,271.58	\$	25,357.33		\$	116,553.47	\$	2,781.45	
WCD-3	Custom Door Color	\$	231.00	\$	-				\$	231.00	\$	-	
WCD-4	Plumbing Updates	\$	3,806.76	\$	-				\$	3,806.76	\$	-	
		\$	-	\$	-				\$	-	\$	-	
		\$	-	\$	-				\$	-	\$	-	
	TOTALS	\$	7,511,793.42	\$	4,699,185.95	\$	182,293.41	\$	19,703.52	\$	4,901,182.88	\$	245,059.14

ITEM:

Acceptance of Donation from Cemstone for Concrete

PREPARED BY:

Zach Doud, City Administrator

POLICY DECISION / ACTION TO BE CONSIDERED:

Accepting Donation of \$10,000 worth of concrete for the Parkway Lights

BACKGROUND:

City Staff reached out to several businesses in the Holly Lane, Territorial Road, Dayton Parkway Intersection area for contributions to help fulfill funding for the Signals that were planned to be installed in 2025. After these discussion, Cemstone stepped up and offered a donation of dollars if additional businesses were to join in on the effort. City Staff was unable to secure those additional businesses to donate to this signal construction.

However as a gesture in good faith by Cemstone, they offered to place \$10,000 into the City's account for the purchase of concrete for the project. This was a very kind gesture and greatly appreciated by City staff.

In honor of this gesture, it is in good faith efforts that the City of Dayton will commemorate the donation of concrete in some fashion once the footings are poured. Staff is open to suggestions but has thought of a placard on the corner of the intersection that is closest to Cemstone noting the donation and how thankful the City of Dayton is for the partnership. Any additional suggestions are more than welcomed.

CRITICAL ISSUES:

N/A

BUDGET IMPACT:

Reduction of dollars needed on the Signals project in 2025.

RECOMMENDATION:

Accept donation of \$10,000 worth of concrete on the City of Dayton's account at Cemstone.

ATTACHMENT(S):

Resolution 44-2025

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

**RESOLUTION 44-2025
RESOLUTION ACCEPTING DONATION FROM CEMSTONE**

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

WHEREAS, Cemstone has donated \$10,000 in the terms of a credit on the City's account to contribute toward the Dayton Parkway Signals Project; and

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

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

1. The donation described above is accepted and used to credit towards future concrete needs on the Dayton Parkway Signals Project.
2. The City Clerk is hereby directed to issue receipts to each donor acknowledging the City's receipt of the donor's donation.

Adopted by the City Council of the City of Dayton on July 8, 2025.

Mayor – Dennis Fisher

Clerk – Amy Benting

ITEM:

Park Commission Appointment

APPLICANT:

N/A

PREPARED BY:

Amy Benting, Assistant City Administrator

POLICY DECISION / ACTION TO BE CONSIDERED:

Motion to appoint _____ and _____ to the Dayton Park Commission for a term expiring June 30, 2028.

BACKGROUND:

Terms expires June 30, 2025. The Vacancy was posted on the city's website, app, and FaceBook for about a month, with an application deadline of July 02, 2025.

..... Commission established, membership. There is hereby continued a Park Commission for the city, pursuant to M.S. § 412.111, as it may be amended from time to time. Said Commission shall consist of five voting members who shall be appointed by the Council. All members shall be paid a salary, per meeting, payable in two semiannual installments on June 30 and December 31 of each year. Commission members shall be paid only for those meetings attended. Reasonable expenses shall be allowed. The term of each member shall be three years. Both the original and successive appointees shall hold their respective offices until their successors are appointed and qualified. Vacancies during the term shall be filled in the same manner as the term vacated. Every appointed member shall, before entering upon the discharge of duties, take an oath to faithfully discharge the duties of the office.....¹ The Parks Commission meets on the first Tuesday of the month.

CRITICAL ISSUES:

N/A

COMMISSION REVIEW / ACTION (IF APPLICABLE):

N/A

RELATIONSHIP TO COUNCIL GOALS:

N/A

BUDGET IMPACT:

N/A

RECOMMENDATION:

None.

ATTACHMENT(S):

Kari Lingard
Luke Senst

¹ City Code 32.17(A) (Established and membership)

RESOLUTION 38-2025

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

**A RESOLUTION APPOINTING _____ and
TO THE CITY OF DAYTON PARKS COMMISSION**

WHEREAS, the City of Dayton Parks Commission shall consist of five floating members who shall be appointed by the Council for three-year terms. Both the original and successive appointee shall hold their respective offices until their successors are appointed and qualified. Vacancies during the term shall be filled in the same manner as the original appointments are made for the unexpired portion of the term vacated; and,

WHEREAS, Commissioner Keri Lingard and John Knutson from the Parks Commission, have terms expiring June 30, 2025. Posting the vacancies through July 02, 2025. Two residents applied; and,

THEREFORE, BE IT RESOLVED, that the City Council of the City of Dayton appoints _____ and _____ to the Parks Commission for a term ending June 30, 2028.

Adopted by the City Council of the City of Dayton on this 08th day of July, 2025.

Dennis Fisher, Mayor

ATTEST:

Amy Benting, City Clerk

Motion by _____, Second by _____.
*Resolution **Approved***



Appointment Application to City Commissions & Boards

APPLICANT NAME Keri Lingard

In order that the Mayor and Council Members have a better understanding of your background and interests, please provide the following information: (Attach extra sheets if necessary.)

Home Address: 13021 137th Ave N. Dayton **Phone (H):** _____

E-mail Address: lingard6@gmail.com **Phone (C):** 952-491-3841

How long have you lived or worked in the City of Dayton? 4 Years 11 Months

Employment (Firm and Occupation): _____

Educational Background: Bachelors of Science - Human Development

Please indicate which Board/Commission you are applying for. Meeting dates and times are listed for each.

 Planning Commission (1st Thursday, 6:30 PM)

 X Parks Commission (1st Tuesday, 6:30 PM)

 EDA Commission (3rd Tuesday, 7:30 AM)

Prior experience on City Boards/Commissions: 1 term on Parks Commission

Provide a short paragraph summarizing why you are seeking an appointment to a Board or Commission in the City of Dayton. I have appreciated the last 3 years I have served on the Parks Commission. I have learned much along the way and I feel I have more to give. I care deeply about the city of Dayton and how it will look with future development. We need to preserve open spaces and continue to connect people to nature through our trails. I want to help build a community that takes great pride in their natural spaces. I believe we will need these spaces more and more as the pace of life continues to increase as there is peace and solace found in nature.

Briefly describe your background, skills, experience, interests and any other information not previously given which you believe should be considered regarding the appointment you are seeking.

- Volunteer with the youth group at my church

- I enjoy hiking, gardening, and biking

- Retired home school mom

Signature: _____

Keri E. Lindard

Date: _____

5/3/25

Return

to:

Amy Benting
City Clerk/Assistant City Administrator
12260 S. Diamond Lake Rd.
Dayton, MN 55327

Telephone:

(763) 421-1791

Fax:

(763) 427-3708

Email: abenting@cityofdaytonmn.com

**STATEMENT OF
RIGHTS**

In accordance with the Minnesota Government Data Practices Act, the City of Dayton is required to inform you of your rights as they pertain to private information collected from you. Private data is that information which is available to you, City of Dayton Administration but not to the public.

The purpose of the collected information is to determine your eligibility to participate on an advisory board/commission. Furnishing the requested information is voluntary, although refusal to supply the information may make you ineligible for an appointment.

Names and home addresses of applicants for appointment to and members of an advisory board or commission are public, as are rank on eligibility list, job history, education training and work availability. All other information obtained from you is private.

FOR OFFICE USE ONLY:

Date Application Received _____

Date Distributed to Council _____



Appointment Application to City Commissions & Boards

APPLICANT NAME Luke Russell Senst

In order that the Mayor and Council Members have a better understanding of your background and interests, please provide the following information: (Attach extra sheets if necessary.)

Home Address: 14265 Juneau Ln N - Dayton, MN 55327 Phone (H): _____

E-mail Address: senstl@gmail.com Phone (C): 507-430-4465

How long have you lived or worked in the City of Dayton? 1 Years 3 Months

Employment (Firm and Occupation): Lowes - Sales Associate

Educational Background: BS - Criminal Justice Administration

Please indicate which Board/Commission you are applying for. Meeting dates and times are listed for each.

☒ Planning Commission (1st Thursday, 6:30 PM)

☒ Parks Commission (1st Tuesday, 6:30 PM)

☒ EDA Commission (3rd Tuesday, 7:30 AM)

Prior experience on City Boards/Commissions: Board member for the Public Transit Advisory Board in Sioux Falls, SD

Provide a short paragraph summarizing why you are seeking an appointment to a Board or Commission in the City of Dayton. I am seeking an appointment to a Board or Commission in the City of Dayton because I want to be more involved in our community and contribute to its continued and well-being. With a professional background in criminal justice, nonprofit leadership, and data-driven community initiatives, I bring a diverse and grounded perspective. My experience working with underserved populations and leading local programs has deepened my commitment to service and equity. I'm eager to help shape policies and initiatives that positively impact the lives of Dayton and strengthen our shared future.

Briefly describe your background, skills, experience, interests and any other information not previously given which you believe should be considered regarding the appointment you are seeking.

I bring a unique blend of experience in public service, nonprofit leadership, and data-informed community work. I have served as a 911 dispatcher, managed a mobile grocery store addressing food insecurity, and currently work in both ministry and logistics roles. I hold degrees in criminal justice and am pursuing a graduate certificate in ministry leadership. I'm especially skilled in community engagement, communication, and program evaluation. My interests include social equity, public safety, and fostering strong local connections. I'm committed to using these experiences and skills to serve Dayton with integrity and purpose.

Signature:  _____

Date: 6-16-2025

Return

to:

Amy Benting
City Clerk/Assistant City Administrator
12260 S. Diamond Lake Rd.
Dayton, MN 55327

Telephone:

(763) 421-1791

Fax:

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Names and home addresses of applicants for appointment to and members of an advisory board or commission are public, as are rank on eligibility list, job history, education training and work availability. All other information obtained from you is private.

FOR OFFICE USE ONLY:

Date Application Received _____

Date Distributed to Council _____

ITEM:

Approval of Resolution 40-2025; DCM Farms Final Plat

APPLICANT:

Tom Dehn, Sundance Woods, LLC

PREPARED BY:

Jon Sevald, Community Development Director

POLICY DECISION / ACTION TO BE CONSIDERED:

Motion to Approve DCM Farms Final Plat and Development Agreement

BACKGROUND:

DCM Farms consists of 253 single-family lots. The EAW was approved on March 11, 2025¹ Zoning Map Amendment, Planned Unit Development, and Preliminary Plat were approved on April 8, 2025.² The project will be completed in multiple phases, west-to-east. This Final Plat (phase 1) includes 106 lots.

CRITICAL ISSUES:

Corridor Study	The Resolution and Development Agreement (DA) requires the Developer to pay \$125,000 to the city toward a Fernbrook Corridor study. The study is intended to address Rush Creek Parkway, 114 th Avenue, and 117 th Avenue intersections with Fernbrook Lane (CSAH 121). The study is to include engineering and/or right-of-way/easement acquisition.
114 th Roundabout	The Resolution and Development Agreement requires the Developer to fully fund (up to \$2 million) the 114 th Avenue roundabout at the time of Final Plat of DCM Farms Second Addition. The Developer shall be credited \$125,000 toward this expense. Improvements will be city/county installed.
Utility extensions	The Preliminary Plat was approved with a condition requiring the Developer to extend sanitary sewer & water along an easement behind the six Fernbrook homes. This is not shown in the Final Plat submittal of the 1 st Addition. The Developer is investigating if one of the utilities can be extended along Fernbrook (in front of homes instead of behind homes). Utility work would be installed as part of a future addition (not the 1 st Addition).
Amenities	The Preliminary Plat was approved with a condition requiring two gazebo-type structures, landscaping, and changing a sidewalk to a trail. This is not shown in the Final Plat submittal. It is a condition that this be shown prior to the city releasing the Final Plat for recording.

¹ Resolution 14-2025 (EAW)

² Ordinance 2025-09 (Zoning Map Amendment), Resolution 20-2025 (Preliminary Plat for PUD).

COMMISSION REVIEW / ACTION (IF APPLICABLE):

N/A

60/120-DAY RULE (IF APPLICABLE):

	60-Days	120-Days
Final Plat	Jul 20, 2025	Sep 20, 2025

RELATIONSHIP TO COUNCIL GOALS:

Build and Maintain Quality Infrastructure

- *Establish comprehensive roadway system*
- *Address public facilities to meet city's growth and needs*

Encourage Diversity and Manage Thoughtful Development

- *Create a variety of housing options*
- *Encourage healthy lifespan of both residential and commercial operations*
- *Healthy Commercial Sector with services and job growth.*

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*

BUDGET IMPACT:

N/A

RECOMMENDATION:

Staff recommends Approval. Minor amendments may be made to the Development Agreement, administratively.

ATTACHMENT(S):

Aerial Photo

Site Photos

Engineering Review, June 18, 2025

Resolution 40-2025

DRAFT Development Agreement

Final Plat

Plan Set, June 24, 2025

AERIAL PHOTO (First Addition = blue outline)



AERIAL PHOTOS



Outlot B. Panoramic view from NW of 11471 Fernbrook Ln (Hallquist), looking south-to-west (photo June 30, 2025).



Outlots D & C. View from 114th Ave looking west (Photo June 30, 2025).



Outlot D. View from 113th Ave looking north (June 30, 2025).



View looking north along overhead power lines, west boundary of plat (June 30, 2025).



Outlot G (left). 115th Ave looking east from terminus with Sundance Golf Course (Photo June 30, 2025).



Outlot H. View from 113th Ave & Niagara Ln, looking east (June 30, 2025).

To:	Jon Sevald	From:	Jason Quisberg, Engineering Nick Findley, Engineering Josh Accola, Engineering
Project:	DCM Farms 1 st Addition Final Plat	Date:	June 18 th , 2025

Exhibits:

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

1. Final Plat Plans by Sathre-Bergquist, Inc., dated 4/09/2025, 56 sheets
2. DCM Farms SWMP by AE2S, dated 4/9/2025, 1879 sheets
3. Final Plat by Sathre-Bergquist, Inc., undated, 6 sheets
4. DCM Farms SWPPP by Sathre-Bergquist, Inc., dated 4/9/2025, 3 sheets
5. Landscape Plans by Pioneer Engineering, dated 4/8/2025, 2 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 additional planning, zoning, land-use, and other applicable codes of the City of Dayton.
3. For any site activity (demo, grading, utilities, etc.) no closures or restrictions of any kind shall be imposed upon the public use of 113th, 114th, and 117th without the City's permission and Fernbrook without the City's and County'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.
4. Improvements are shown within adjacent properties to both the north and west of the site. Ensure necessary agreements are in place prior to work taking place.
5. Publicly and privately maintained facilities (streets, utilities, detention ponds, etc.) will need to be identified clearly, including maintenance responsibilities (City, HOA, etc.). Regardless of if the area is public or private it will have to be built to city standards.
6. Development is currently taking place on adjacent sites, coordination and changes may be required as design/construction continues.
7. Along the eastern edge of the site there are existing overhead utilities. The undergrounding of these utilities is to be evaluated, and applicable costs discussed.
8. Coordination will be required as the park plans develop for the area shown in the northeast corner of the site.

9. It is anticipated that there will be small utilities located in the ROW of 113th, 117th, Fernbrook, and other existing corridors adjacent to the site. It is recommended that these utilities are shown within the plans.
10. Ensure proper permitting takes place prior to working within Hennepin County Right of Way (Fernbrook Lane).
11. Revise "ROUND-A-BOUT DESIGN BY CITY OF DAYTON" callout to read "ROUND-A-BOUT TO BE DESIGNED BY THE CITY OF DAYTON".

Plat

12. The previously requested 50 x 50 right of way triangle has been provided. The city is in the process of looking into configurations for improvements to the 117th and Fernbrook intersection. It is anticipated additional right of way may be required, which may impact the proposed design of this project. Actual needs are still being determined; potential plat modifications will be coordinated.
 - The combination of the northern most pond and the adjacent pond on the neighboring property may provide beneficial for both the proposed lots and right of way in this area. This will be evaluated as the plans in this area develop.
13. Multiple locations show less than 10' of drainage and utility (D/U) easement on both sides of proposed storm utilities. The list below is to provide examples and is not inclusive.
 - Along storm sewer between Lots 3 and 4, Block 4.
14. The proposed site plan does not appear to include an alley easement along the back of the existing lots along Fernbrook. If a future alley is to be accommodated appropriate easements including specific language related to the alley will be required. The extension of utilities along the alley corridor as a part of the proposed work should be discussed. Additional discussion with the Planning Department is required.
15. In discussions with Hennepin County, a 65' half ROW shall be provided along Fernbrook Lane.

Transportation

16. Profiles have been provided but in some locations the curves do not meet the design speeds laid out in the standard details. Ensure 40 MPH design speeds are met using the curve tables provided by MNDOT.
 - A profile does not appear to be included for Lanewood Cir N.
17. Provide more details on the phasing, construction, and timing of 113th Ave (shown as DCM Parkway on the plans). 113th Ave should be constructed from the western most limits of the project to Glacier Ave as a part of this work.
 - 113th Ave shall be constructed as an Urban Collector with the associated section. Due to soil conditions in adjacent development, it is recommended that the sand section be increased to 18".

Site Plans

18. Speed limit signs are to be provided at the entrance to the proposed residential development (Kingsview and Glacier Lane), along 113th/114th, and exiting the proposed roundabout (both north and south) of the proposed roundabout.
 - o Speed limit signs have been added but the signs entering the development appear to not be included. Ensure speed limit signs are included entering the development (on Kingsview Lane and Glacier Lane, North of 113/DCM Parkway for northbound traffic).
19. The proposed roundabout at the intersection of Fernbrook and 114th Ave provides a site layout with limited grading or other information. Further evaluation, as the City and County provide input, will have to be completed.

Grading /Stormwater

20. Provide an inlet drainage area map matching the rational method tables.
21. Ensure storm sewer build table matches what is shown in plans. See list below for conflicts:
 - o Missing structure IB
 - o Update B10 to be a 27" structure or provide clarification on the change in size compared to similar manholes.
22. The existing 15" culvert shown traveling under 117th Ave appears to be eliminated with the construction of the trail/pond. Culvert shall be abandoned once no longer needed. Discussion to continue when area develops.
23. Equalization pipe between Ponds 3 and 4 shall be upsized to 42" pipe in lieu of providing redundant pipes.
24. Provide clarification on structure A1, is the existing flare being removed and the storm sewer being tied into? If so, ensure storm sewer is RCP and in good condition. A connection to an existing CMP pipe will not be allowed.
25. Where possible shift storm sewer structures to property corners to allow for proper transition from B6 to Surmountable curb without interfering with future driveway. Examples of this are structures G12, G13, I4, I9, V9, V8, and N27.
26. Confirm naming convention on outlet structure A9 naming on sheet 27. Plan conflicts with outlet detail.
27. Further discussion will be needed on how structures A8 and A20 will drain with the storm sewer connecting it the proposed ponds not being constructed with this development.
28. STMH W2 to FES W1 is modeled incorrectly in HydroCAD. Length and slope do not match plans.
29. A rational method spreadsheet was provided for area M that is not shown on the planset. Provide information on where this is shown in the storm sewer plan.
30. Rational method spreadsheet is provided for many "A" structures without being shown on plans. Provide information on where this is shown in the storm sewer plan.
31. Per City detail STO-24, sumps are required on inverts drops over 1.5'. Structures STMH K6 and CBMH K4 currently do not meet this requirement.

32. A10-A11 flow rate exceeds capacity, ensure storm sewer design provides proficient capacity.
33. Ensure velocities are at a minimum of 2 ft/s and a maximum of 10 ft/s to ensure self-cleaning and to prevent scour. The following pipe segments do not meet this requirement:
 - N24-N25
 - K19-K11
 - K10-K11
 - N21-N22
 - N23-N24
34. The following drainage areas listed in the rational calculations appear to conflict with the plans, ensure drainage areas are consistent with the plans:
 - N13
 - N15
 - G8
35. Ensure pipe slopes are consistent between rational calculations and planset. See below for list of pipe runs that include inconsistencies:
 - K1-K2
 - K2-K3
 - I1-I2
 - G6-G5
 - G8-G7
 - G9-G7
36. Ensure runoff coefficient is correct for pipe segment B4-B13.
37. Relabel ponds 3 and 4 on figure 3, Proposed Conditions Map as they are switched as compared to modeling and plans.
38. Show all EOF labels and overflow direction. EOF elevations at all low road point (sags) and ponds need to be shown. This list may not be inclusive of all instances.
 - N15 and N16 low point doesn't have an EOF.
 - N17 and N18 low point doesn't have an EOF.
 - N9 and N10 low point doesn't have an EOF.
 - N20 and N21 low point doesn't have an EOF.
 - A9 and A10 low point doesn't have an EOF.
 - L2, N23, H3, low points don't have an EOF.
 - Pond #4 doesn't have EOF labeled.
39. Pond 2 EOF is shown at an elevation of 926.1. Houses around the pond shall be raised to have a minimum separation of 1' between the EOF and the low opening or provide piped EOF at 1' above the 100-yr HWL elevation.
 - Lots F22 and F21 are not meeting this requirement.
40. A minimum of 3.0' of cover underneath paved surfaces and 2.0' of cover in non-paved areas for storm sewer is required. The City of Dayton is in the process of updating there design guidelines and the revision from 2.5 ft of 3 ft of cover will be included. With the

guidelines not being available at the time of design, 2.5' is allowable for the time being. Below is a location where 2.5' is not met:

- CBMH 03 to CBMH 02
41. Provide pedestrian ramp details including slopes and spot elevations for all pedestrian ramps.
- Spot elevations and slopes have not been provided.
 - Ensure MNDOT pedestrian ramps details are included in the plans.
 - Provide pedestrian ramp at the connection of Trail D and 115th Ave.
42. Grading along DCM parkway does not match the proposed road width/site plan.
43. Grading along drainage swales to be a minimum of 2% and a maximum of 4:1 in maintained areas. Multiple areas are shown as less than 2%, if 2% is not able to be maintained a perforated pipe swale needs to be installed per STO-13.
- A request was made to allow for 1% along the home between the gutters, with the areas taking drainage from the gutters being at 2%. This would be allowable but a perforated pipe swale meeting STO-13 would still be required within the area at 1%. A note should be included indicating this requirement if it is elected to be utilized.
44. Provide vertical curves on all trail profile grade changes. Grade breaks will not be allowed.
45. City of Dayton requires a maximum of 4:1 slopes, examples of locations where this is not met are included below, this list is not inclusive:
- West side of L3B1 along drainage and utility easement
 - West side of L11B3 along drainage and utility easement
 - Swale behind F134
 - North side of F47 along drainage and utility easement
 - North side of F51 along drainage and utility easement
 - East side of F100
 - North side of F84
46. Ensure shared drainage swales along lots are included the D/U easement. L5-7B3 appear to be sending drainage outside of the easement.
47. Provide clarification on note 8 on the general notes for the final grading plan. Ensure yard drainage is at 4:1.

Erosion Control

48. Provide a SWPPP compliant with the MPCA Construction Stormwater Permit. See section 5.1 of the permit.
49. Show inlet protection on the existing catch basins on the west end of 115 Ave N and on structure G7.
50. The inlet protection for structures B11 and B12 appear to have not been adjusted to the revised location.
51. After completion of pond construction silt fence is to surround ponds until upstream area is stabilized.

52. Remove a portion of silt fence from along Fernbrook Lane N in front of existing the existing homes.
53. The temporary basin must provide live storage for a calculated volume of runoff from a two (2)-year, 24-hour storm from each acre drained to the basin or 1,800 cubic feet of live storage per acre drained, whichever is greater. Where the two (2)-year, 24-hour storm runoff amount is not calculated, the temporary basin must provide 3,600 cubic feet of live storage per acre of the basins' drainage area.

Watermain/Sanitary Sewer

54. The use of consistent slopes for sanitary sewer runs are recommended for constructability.
55. Ensure sanitary sewer structures T1 and MH26 are located outside of the drive lane.
56. Provide midspan valves between the location listed below to limit residents affected during shutdowns.
 - o Harbor Lane between 115th and tie into northern development.
 - The applicant has indicated that this area only serves 23 homes. This is correct, a maximum of 18 homes per isolation area is preferred to limit the amount of residents affected during a shut down.
57. All watermain valves 12" or less are to be gate valves. Revise the valve on the Glacier Lane stub that is shown as a butterfly valve.
58. A portion of the watermain along 115th Ave N at station 20+00 is cut off in plan view on sheet 18.
59. An existing manhole is shown between manholes T1 and EX12. Confirm if this manhole is being removed.
60. Ensure there is 0.1' of drop across MH T1.
61. There are a number of sanitary sewer pipe runs where the required pipe material is not meeting City of Dayton requirements based on depths shown in profile.
 - o SDR-35 for depths of 0' to 16'
 - o SDR-26 for depths of 16' to 25'
 - o C900 for depth of 25' and greater
62. Ensure a watertight boot is used when connecting to existing sanitary sewer manhole per SAN-01.
63. Less than 2' of separation between storm sewer and sanitary sewer is shown across the site. See below for examples, this list is not inclusive.
 - o Between 36" storm sewer crossing and sanitary sewer run between MH15-16.
 - o Between 8" sanitary sewer run and storm sewer run between N4-5.
64. Shift the proposed valve located at the western end of 115th Ave N to the east side of the tee at the intersection of 115 Ave N and Minnesota Ln N.
65. There is a discrepancy in the watermain size shown along DCM Parkway between the plan view and profile view. Revise to ensure the size is clearly shown and consistent.
66. Watermain is to have 2 ft separation between storm structures both horizontally and vertically (bottom slab and wall thickness should be taken into account where

applicable). Offsets meeting the standard detail plate may be required, ensure insulation is included appropriately. Examples are included below, this list is not inclusive:

- Watermain near N20.

67. Provide blow off line with the plug located at the western end of 115th Ave.
68. Provide 2 valves at the intersection of 114th Ave N and Minnesota Crt N.
69. Provide clarification on services location for L17B5 and if services can come from 114th Ave N rather than Kingsview Lane N.
70. If possible, shift water and sewer services away from catch basins for L9B4.
71. Per Brayburn Trails East construction plans, the sanitary sewer on Lanewood Lane N was stubbed 25 feet out of manhole at 0.4%. Ensure proposed sanitary sewer reflects this.
72. Per Brayburn Trails East construction plans, the existing hydrant on Lanewood Lane N is temporary and shall be salvaged and provided to Dayton Public Works.

End of Comments

RESOLUTION No. 40-2025

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

**A RESOLUTION APPROVING THE FINAL PLAT AND
DEVELOPMENT AGREEMENT OF DCM FARMS**

WHEREAS, SUNDANCE WOODS, LLC (Applicant) has applied for Approval of the Final Plat of DCM Farms, consisting of 106 lots and 8 outlots; and,

WHEREAS, the project is located on property legally described as:

The Southwest Quarter of the Northeast Quarter, Section 33, Township 120, Range 22, and the Southeast Quarter of the Northeast Quarter of Section 33, Township 120, Range 22, except that part thereof described as follows, to-wit: Commencing at the Northeast corner of said Southeast Quarter of the Northeast Quarter; thence West on the North line thereof, a distance of 209 feet; thence South and parallel with the East line thereof 627 feet; thence East and parallel with the North line thereof 209 feet; thence North on the East line thereof 627 feet to the point of commencement.

AND

The East Half of the Northeast Quarter of the Northeast Quarter of Section 33, Township 120, Range 22, Hennepin County, Minnesota.

WHEREAS, the Final Plat has been reviewed by the City and applicable agencies; and,

WHEREAS, the Final Plat is consistent with the Preliminary Plat and the Preliminary Plat Approval (Resolution 20-2025); and,

NOW, THEREFORE BE IT RESOLVED, that the City of Dayton City Council Approves the Final Plat of DCM Farms and the Development Agreement, with the following conditions:

1. Applicable plans shall be revised to comply with the City Engineer's letter, dated June 18, 2025 prior to the City releasing the Final Plat for recording.
2. The Applicant shall dedicate Outlot G as park land, in addition to paying full Park and Trail Dedication fees.
3. Applicable plans shall be revised to include a gazebo and pier on Pond #4, and gazebo at Pond #2. Additional landscaping (shrubs and perennials) at/near the gazebos and entrance monument. The 114th Avenue median shall include landscaping. The sidewalk along Glacier Lane between 114th Avenue and trail connecting to Outlot L shall be changed from sidewalk to an 8' trail.

4. Prior to the City releasing the Final Plat for recording, the Applicant shall provide to the City, \$125,000 toward a Fernbrook Corridor study (engineering and/or ROW/easement acquisition). The Applicant shall be credited \$125,000 toward the cost of Fernbrook Lane & 114th Avenue improvements.
5. The Applicant shall fully fund the Fernbrook Lane & 114th Avenue improvements up to \$2 million (minus \$125,000 credit).
6. Street names shall be consistent with the Hennepin County grid. Names will be assigned administratively.
7. The Applicant shall extend water and sanitary sewer adjacent to the six Fernbrook Lane homes (11421, 11431, 11441, 11451, 11461, and 11471 Fernbrook Lane), and shall amend applicable plans to reflect this. These homeowners may hook up to utilities at their expense.
8. The Draft Development Agreement may incur minor amendments, to be approved administratively.

Adopted this 8th day of July, 2025 by the City of Dayton.

Dennis Fisher, Mayor

ATTEST

Amy Benting, City Clerk

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

(reserved for recording information)

DEVELOPMENT AGREEMENT

(Developer Installed Improvements)

<**DEVELOPMENT NAMED DCM FARMS**>

This **DEVELOPMENT AGREEMENT** ("Agreement") dated June 24, 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 **<DEVELOPER NAME> SUNDANCE WOODS, LLC**, a **<STATE> Minnesota <BUSINESS TYPE> Limited Liability Company**, whose principal place of business is located at **<ADDRESS> 735 158th Avenue NW, Andover, MN 55304** ("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 **<Wright>**, State of Minnesota, and is legally described as set forth on **Exhibit A** (the "Property"); and
- B. ~~Developer has~~ Developer has asked the City to approve a **<PRELIMINARY> <FINAL>** plat for **<DEVELOPMENT NAMED DCM FARMS>** (the "Plat" or the "Project"), consisting of **<project description> 106 lots and 8 outlots**; and
- C. On **<DATE> April 8, 2025** the City Council for the City of Dayton adopted Resolution **<###>, 2025-09**, approving the **<PRELIMINARY> <FINAL>** Plat as prepared by **Sathre-Bergquist, Inc. <NAME>**, which is on file with the City; and
- D. Following recording of the Plat as required by this Agreement, the Property shall be legally described as set forth on **Exhibit B**; and

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

NOW THEREFORE, the City and Developer agree as follows:

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

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

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

4. **Preliminary Plat Status.** If the Plat is a phase of a multi-phased preliminary plat, for future phases, Developer shall obtain final plat approval for platting all land into lots and blocks, not outlots, within ~~number five (5##)~~ years after preliminary plat approval. If final plat approval for all lands in such future phases is not complete by that time, the preliminary plat approval shall lapse and shall be void as applied to all phases still awaiting final plat approval.

Commented [JS1]: 5 years is arbitrary. Developer has stated 3 years for residential. No timeline for commercial. Staff's opinion is that 5-years is reasonable.

5. **Changes in Official Controls.** For ~~number 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.

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 Plan<s> A, <OTHERS>, the Plans may be prepared, subject to City approval, after the effective date of this Agreement, but before commencement of any work in the Plat. <An erosion control plan must also be approved by the <Watershed District/WMO>, if appropriate.>

If the Plans vary from the written terms of this Agreement, the written terms of this Agreement shall control. The Plans are:

Plan A – Preliminary Plat, dated January 6, 2025
Plan B – Final Plat of DCM Farms
Plan C – Final Plan set, dated April 9, 2025 <PLAN>
~~Plan D~~ <PLAN>
~~Plan E~~ <PLAN>
~~Plan F~~ <PLAN>
~~Plan G~~ <PLAN>

7. **Improvements.** Developer shall install and pay for the following improvements (collectively, the “Improvements”) as required to be built within the subdivision as public improvements in accordance with the approved Plans: ~~<EDIT LIST PER APPROVALS>~~

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

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

before the security is released, Developer shall supply the City with a complete set of reproducible “as constructed” plans, an electronic file of the “as constructed” plans in an Auto CAD file based upon the Sherburne-Hennepin County coordinate system, all prepared in accordance with City standards.

8. **114th Avenue Roundabout.** Developer shall fully fund (not to exceed \$2,000,000) a city and/or county installed roundabout and related improvements at 114th Avenue and Fernbrook lane (CSAH 121). Developer shall provide funds to the city at the time DCM Farms Second Addition is Final platted.

9. **Fernbrook Corridor Study.** Developer shall pay \$125,000 to the city to conduct a Corridor Study including engineering plans and right-of-way acquisition related to Fernbrook (CSAH 121) intersections with Rush Creek Parkway, 114th Avenue, and 117th Avenue. The Developer shall be credited \$125,000 toward the cost contribution of 114th Avenue roundabout improvements. The \$125,000 payment shall be made prior to the city releasing the Final Plat for recording.

8-10. **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.

9-11. **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:
~~<EDIT LIST PER PROJECT SPECIFIC APPROVALS>~~

- A. City of Dayton for Building Permits
- B. City of Dayton Sign Permit
- C. City of Dayton Right-of-Way Permit
- D. MDH Watermain extension permit. Developer must submit copy to City.
- E. NPDES Construction Stormwater Permit. Developer must submit copy to City prior to construction.
- F. MPCA Sanitary Sewer Extension permit. Developer must submit copy to City.

10-12. **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.

11-13. **Time of Performance.** Developer shall install utility, concrete, and base course bituminous installation and all remaining required public improvements, including the final wearing course bituminous, by ~~<DATE>~~. Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by Developer to reflect cost increases, if any, and the extended completion date.

12.14. 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.

13.15. Erosion Control. Prior to initiating site grading, the Final Grading Plan (Plan ~~C-XX~~) and Final Erosion Control and SWPPP Plan (Plan ~~C-XX~~) shall be implemented by Developer, and shall be inspected and approved by the City. All proposed erosion control BMP's, including those identified on ~~PLAN SHEETS 44-49~~, shall be identified on the SWPPP. Redundant erosion control BMP's shall be provided around the entire perimeter of all wetlands and infiltration basins. The City may impose additional erosion control requirements if reasonably required.

All areas disturbed by the excavation and backfilling operations shall be sodded—or seeded if explicitly permitted by City Code—within five (5) days after the completion of the work, weather permitting, or in an area that is inactive for more than ten (10) days unless authorized and approved by the City Engineer. Except as otherwise provided in the erosion control plan, sodding and seeding shall be in accordance with the City Code's current specifications. All sodded and seeded areas shall be fertilized and watered. The City and Developer recognize that time is of the essence in controlling erosion. If Developer does not comply with the erosion control plan and schedule or supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion. The City shall notify Developer in advance of any proposed action, but failure of the City to do so will not affect Developer's and City's rights or obligations under this Agreement. If Developer does not reimburse the City for any cost the City incurred for such work within ten (10) days after written notice to Developer, the City may draw down the letter of credit to pay any costs. No development, utility, or street construction will be allowed and no building permits will be issued unless the Plat is in full compliance with the approved erosion control plan.

14.16. Grading Plan. The Plat shall be graded in accordance with the approved Final Grading Plan (Plan ~~C-XX~~). 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.

15.17. Street Maintenance, Access During Construction. Developer shall 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. Developer shall be responsible for all street maintenance during the construction process. 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.

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

Construction traffic access and egress for grading, public utility construction, and street construction is restricted to ~~STREET NAME or ROUTE~~ 113th Avenue. No construction traffic is permitted on the adjacent public or private streets.

16-18. Ownership of Improvements; Acceptance by the City.

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

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

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

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

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

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

E. Upon compliance with this Agreement with respect to public improvements, the City shall give formal notice of acceptance to Developer, and thereafter Developer shall have no

responsibility with respect to the maintenance of the public improvements, except during any warranty periods expressly set forth in this Agreement.

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

17-19. City Engineering Administration and Construction Observation. Developer shall, contemporaneously with the execution of this Agreement, deposit with the City: (1) an escrow of \$<#,> 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.

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

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

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

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

18-20. Claims. In the event that the City receives claims from labor, materialmen, or others that work required by this Agreement has been performed, the sums due them have not been paid, and the laborers, materialmen, or others are seeking payment from the City, the City shall provide Developer with written notice of such claim or claims and Developer shall have twenty

(20) days to satisfy such claim or claims or provide the City with Developer's defense to such claim or claims. In the event such claim or claims are valid and Developer has not provided the City with Developer's defense to such claim or claims, then Developer hereby authorizes the City to commence an Interpleader action pursuant to Rule 22, Minnesota Rules of Civil Procedure for the District Courts, to draw upon the letter of credit in an amount up to 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.

21. 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 <#>106 acres developed, units~~ for a total of ~~\$<#,>289,062~~. Development of the Plat is also subject to a Sewer Access Charge ("SAC") fee in the amount of ~~\$<#,>967 x 106 lots for a total of \$102,502, and a Metropolitan Council Sewer Access Charge (SAC) fee in the amount of \$2,485 X 106 units for a total of \$263,410 per unit~~ for this Plat. Developer shall pay the SAC fee before the building permit is issued.

~~19.~~

20-22. 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 <#>106 acres-units developed, for a total of \$<#,>450,606~~. Development of the Plat is also subject to a Water Access Charge ("WAC") fee in the amount of ~~\$<#,>5,415 per unit for this Plat x 106 units for a total of \$573,990~~. Developer shall pay the WAC fee before the building permit is issued.

21-23. 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 <#>106 acres-units developed, for a total of \$<#,>388,914~~.

22-24. Park Dedication. Developer will pay a park dedication fee of ~~\$<#,>476,682 (\$4,497 per unit x <#>106 = \$<#,>476,682)~~ at the time of final plat approval.

23-25. Trail Dedication. Developer will pay a trail dedication fee of ~~\$<#,>296,376 (\$2,796 per unit x <#>106 = \$<#,>296,376)~~ at the time of final plat approval.

24-26. Engineering Costs. Developer shall pay special engineering fees, including actual costs. The City will submit invoices to Developer, who shall pay the City within 30-days of invoice.

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

25-27. Landscaping. Developer shall follow all requirements of the City's Zoning Ordinance and the City's approved landscaping plan. ~~See requirements in Report of City Planner dated <DATE>. As part of the Security requirements, the Developer shall submit:~~

26-28. Tree Preservation. ~~<ADD DETAILS AS APPLICABLE>~~

27-29. Special Provisions. The following special provisions shall apply to Plat development: <EDIT LIST PER PROJECT-SPECIFIC APPROVALS>

A. Implementation of the recommendations listed in Planning Report prepared for the <DATE>June 24, 2025, City Council meeting, and Resolution No. <NUMBER>40-2025, of <DATE>.

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

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

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

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

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

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

H. Developer is required to establish and maintain a buffer around all wetlands averaging 25 feet, with a minimum width of 10 feet. Developer shall be responsible for placing wetland buffer monuments with location subject to review and approval by the City Engineer. 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 Stantec<NAME> dated June 18, 2025<DATE>.

J. <Access shall be provided to all stormwater ponds and shall be contained within Outlots F and H-A.>

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.

28-30. Summary of Security Requirements. To guarantee compliance with the terms of this Agreement, payment of real estate taxes, payment of special assessments, payment of the costs of all public improvements, and construction of all public improvements, Developer shall furnish the City with a letter of credit, in the form attached hereto, from a bank ("Security") for \$~~###,###.##~~ \$7,000,000. 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:	
Erosion Control	\$
Improvements	\$
<other>	
Construction Subtotal:	\$
Other Costs:	
Lot Corners/Iron Monuments	\$
<other>	
Other Costs Subtotal:	\$
TOTAL SECURITIES:	\$
GRAND TOTAL SECURITIES (120%):	\$

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

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

Engineering, City Administration Escrow	<u>\$5,000</u>
Legal and Planning Expenses Escrow	<u>\$5,000</u>
Sanitary Sewer Trunk Charge	<u>\$289,062</u>
Water Trunk Charge	<u>\$450,606</u>
Storm Sewer Trunk Charge	<u>\$388,914</u>
Park Dedication	<u>\$476,682</u>
Trail Dedication	<u>\$296,376</u>
<other>	
TOTAL CASH REQUIREMENTS:	<u>\$1,911,640</u>

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 ~~X~~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. The retainage may be used to pay for warranty work. The City standard specifications for utilities and street construction identify the procedures for final acceptance of streets and utilities.

30. **Responsibility for Costs.**

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

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

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

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

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

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

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

32. **Miscellaneous.**

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

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

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

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

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

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

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

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

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

J. Developer may not assign this Agreement without the written permission of the City Council. Developer's obligation under this Agreement shall continue in full force and effect even if Developer sells one or more lots, the entire Plat, or any part of it.

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

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

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

33. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties and their respected successors and assigns, including without limitation, any

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

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

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

If to the City:

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

If to Developer:

<NAME>Thomas A. Dehn
Sundance Woods, LLC
<ADDRESS>6701 Highway 10 NW
<CITY/STATE/ZIP>Ramsey, MN 55303

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

[Signature pages to follow]

CITY OF DAYTON

BY: _____
Dennis Fisher, Mayor

(SEAL)

BY: _____
Amy Benting, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

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

NOTARY PUBLIC

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

DEVELOPER:
<NAME>

By: _____

Its: _____

Printed Name:

Thomas A. Dehn

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

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

Notary Public

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

**EXHIBIT A
TO
DEVELOPMENT CONTRACT**

Legal Description of Property Prior to Final Plat

<insert legal description>

DRAFT

**EXHIBIT B
TO
DEVELOPMENT CONTRACT**

Legal Description of Property Following Recording of Final Plat

<insert legal description>

DRAFT

**MORTGAGEE CONSENT
TO
DEVELOPMENT CONTRACT**

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

Dated this _____ day of _____, 202__.

<NAME>

By: _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

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

Notary Public

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

**FEE OWNER CONSENT
TO
DEVELOPMENT CONTRACT**

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

Dated this ____ day of _____, 202__.

<NAME>

By: _____
Its:

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

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

Notary Public

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

**CONTRACT PURCHASER CONSENT
TO
DEVELOPMENT CONTRACT**

_____, which/who has a contract purchaser's interest in all or part of the subject property, the development of which is governed by the foregoing Development Agreement, affirms and consents to the provisions thereof, and agrees to be bound by the provisions as the same may apply to that portion of the subject property in which there is a contract purchaser's interest.

Dated this ____ day of _____, 202__.

<NAME>

By: _____
Its:

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

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

Notary Public

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

[BANK LETTERHEAD]

IRREVOCABLE LETTER OF CREDIT

No. _____
Date: _____

TO: City of Dayton

Dear Sir or Madam:

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

The draft must:

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

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

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

DCM FARMS

C.R. DOC. NO. _____

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

The Southwest Quarter of the Northeast Quarter, Section 33, Township 120N, Range 22, and the Southeast Quarter of the Northeast Quarter of Section 33, Township 120N, Range 22, except that part thereof described as follows, to-wit: Connecting at the Northeast corner of said Southwest Quarter of the Northeast Quarter thence West on the North line thereof a distance of 209 feet; thence South and parallel with the North line thereof 209 feet; thence North on the East line thereof 427 feet to the point of commencement.

AND

The East Half of the Northeast Quarter of Section 33, Township 120N, Range 22, Hennepin County, Minnesota.

Has caused the same to be surveyed and platted as DCM FARMS 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 Sundance Woods, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer

Signed: Sundance Woods, LLC

Thomas Dehn, President

STATE OF MINNESOTA, COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20____, by Thomas Dehn, President of Sundance Woods, LLC, a Minnesota limited liability company, on behalf of the company.

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

SURVEYORS CERTIFICATE

I Colin M. Tree 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 monuments shown on this plat have been placed in the ground and are all in the company set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 560.01, Subd. 1, as of the date of this certificate are shown and marked on this plat; and all public ways, easements and burdens on this plat.

Dated this _____ day of _____, 20____.

Colin M. Tree, Licensed Land Surveyor
Minnesota License No. 62269

STATE OF MINNESOTA, COUNTY OF HENNEPIN

This instrument was acknowledged before me this _____ day of _____, 20____, by Colin M. Tree.

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

CITY COUNCIL, CITY OF DAYTON, MINNESOTA

This plat of DCM FARMS 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 509.03, Subd. 2.

City Council, City of Dayton, Minnesota

By: _____ Mayor By: _____ Administrator - Clerk



SATHRE-BERGQUIST, INC.

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

SURVEY DIVISION

Hennepin County, Minnesota

Pursuant to Minnesota Statutes, Section 565.1 (1989), this plat has been approved this _____ day of _____, 20____.

Chris F. Mavris, County Surveyor

COUNTY RECORDER

Hennepin County, Minnesota

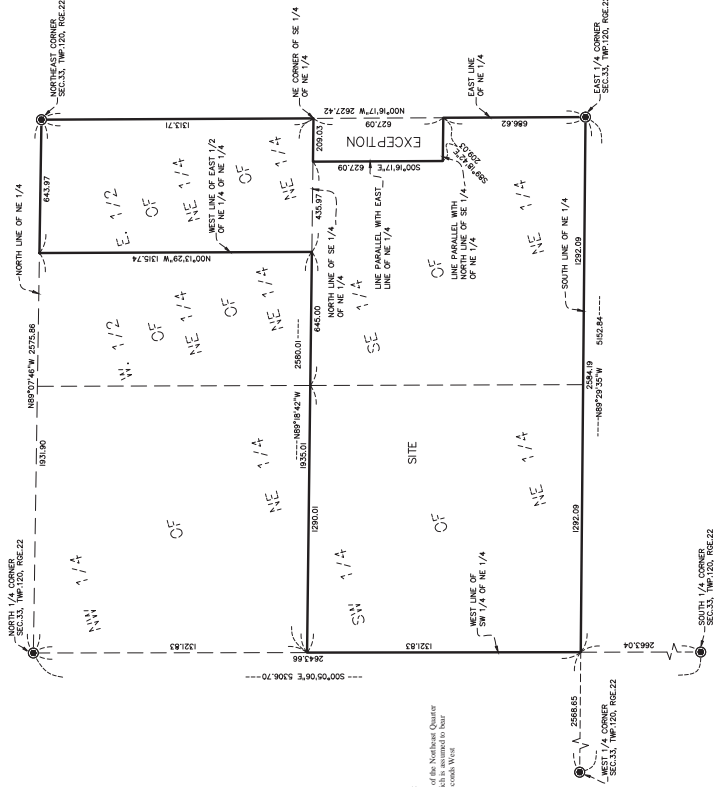
I hereby certify that the within plat of DCM FARMS was recorded in this office this _____ day of _____, 20____, at _____ o'clock _____ M.

Anthea Bougie, County Recorder

SECTION BREAKDOWN

SECTION 33, TOWNSHIP 120N, RANGE 22W

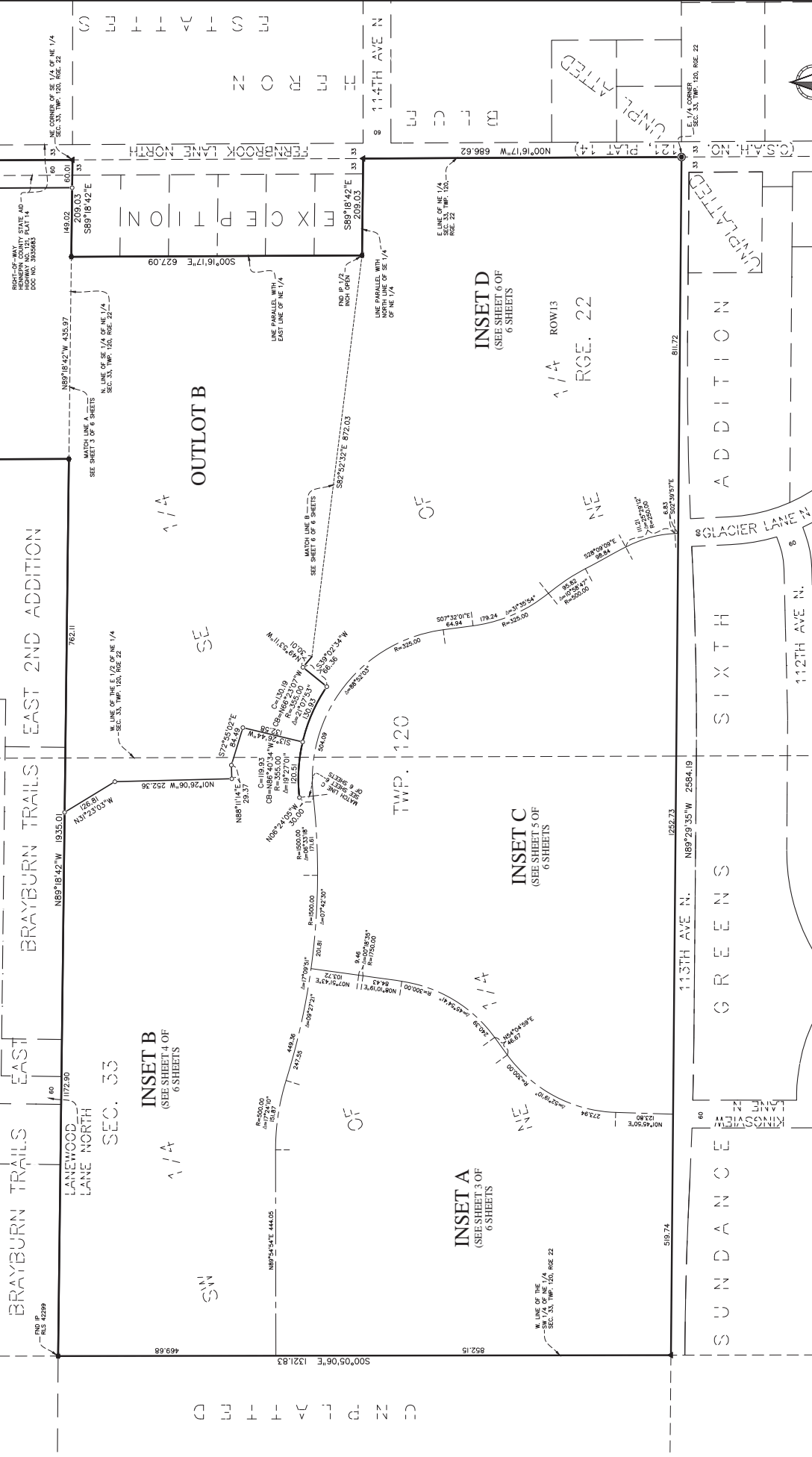
NO SCALE



DCM FARMS

BRAYBURN TRAILS EAST
BRAYBURN TRAILS EAST 2ND ADDITION

C.R. DOC. NO. _____



SATHRE-BERGQUIST, INC.



- Denotes a 1/2 inch by 1/4 inch iron pipe monument set and marked by License No. 62269
- Denotes a 1/2 inch pipe monument found and marked by License No. 62269, unless shown otherwise
- Denotes a Found Hennepin County Cast-Iron Monument
- ▲ Denotes a found 1/4" x 1/4" Nail and washer marked by License No. 62269

The basis for the bearing system is the east line of the Northeast Quarter of Section 33, Township 120 North 100 degrees 16 minutes 17 seconds West

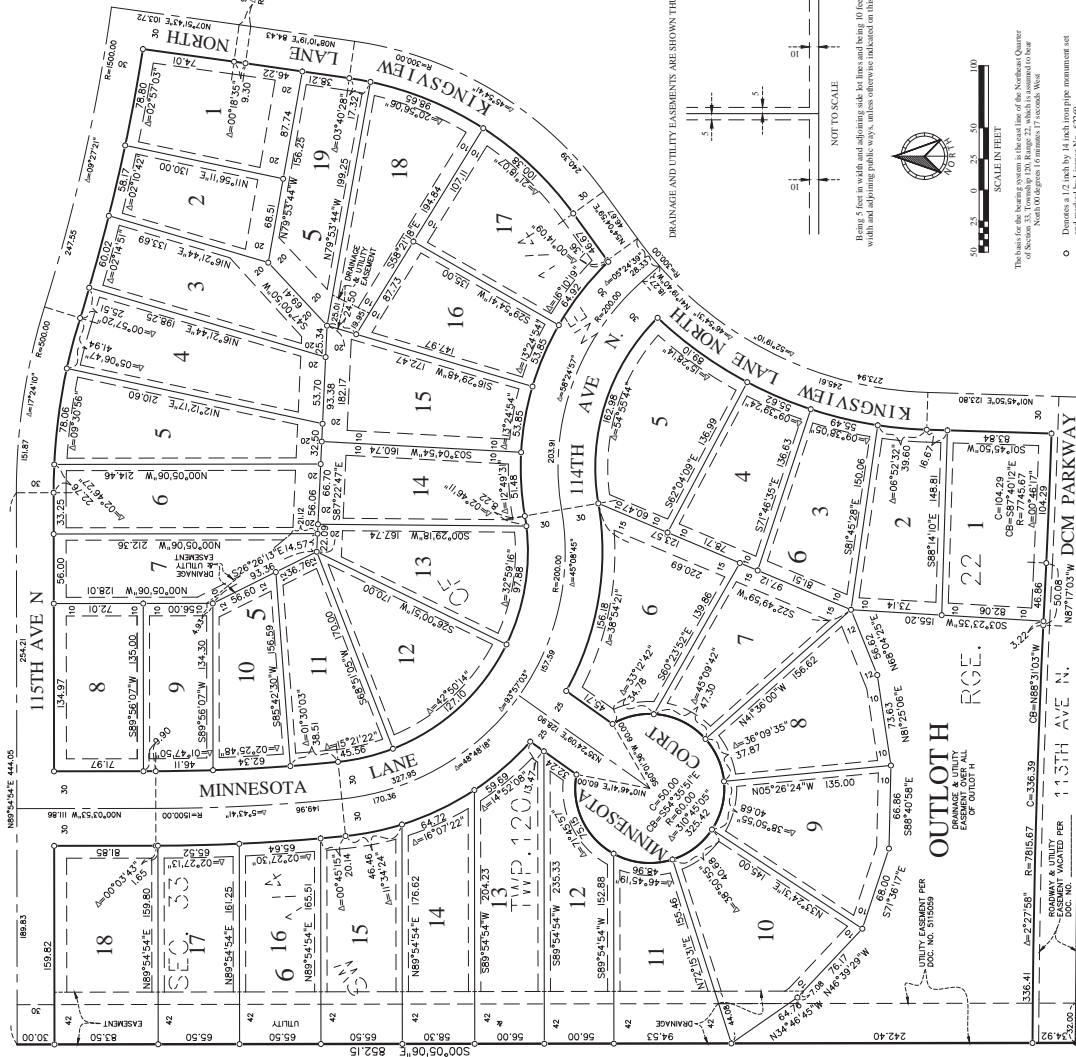


SCALE IN FEET
0 50 100 200

SHEET 2 OF 6 SHEETS

DCM FARMS

C.R. DOC. NO.



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THIS-

Being 5 feet in width and adjoining side lot lines and being 10 feet in width and adjoining public ways, unless otherwise indicated on this plat.



A horizontal scale bar labeled "SCALE IN FEET" with markings at 0, 50, 100, and 200 feet.

SATHRE-BERGQUIST, INC.

SHEET 3 OF 6 SHEETS

INSET B

DCM FARMS

C.R. DOC. NO. _____



SATHRE-BERGQUIST, INC.

INSET C

DCM FARMS

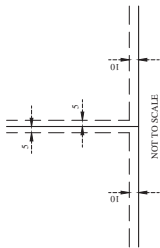
C.R. DOC. NO. _____



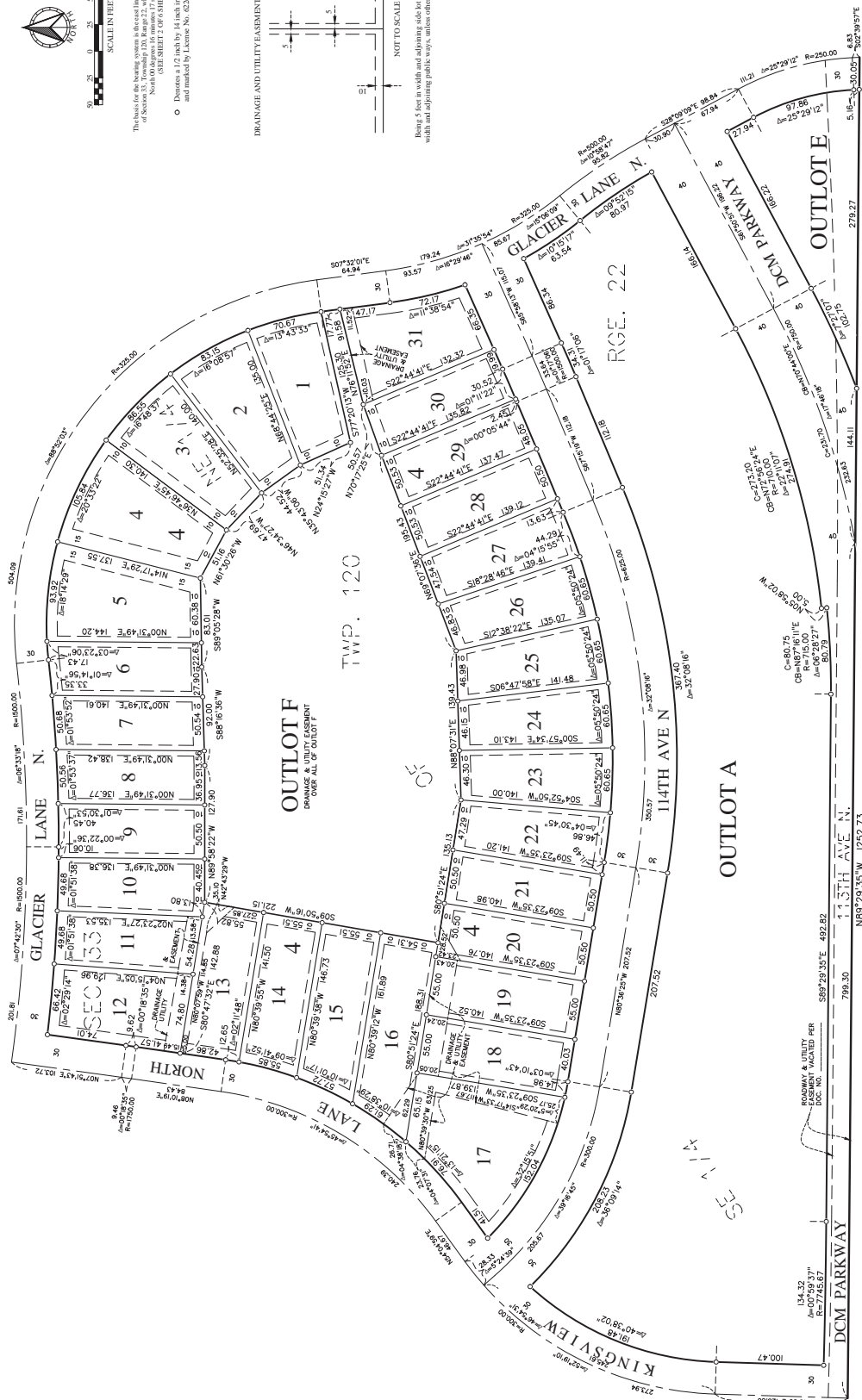
This plan for the bearing system is based on the line of the Northwest Quarter of Section 33, Township 120 North, Range 22 West, 10th Principal Meridian, North Dakota, 17th Second West (SEE SHEET 2 OF 6 SHEETS)

- Denotes a 1/2 inch by 1/4 inch iron pipe monument set and marked by Lancer No. 62209

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THIS:



Being 5 feet in width and adjoining side lot lines and being 10 feet in width and adjoining public ways, unless otherwise indicated on this plan.



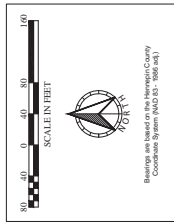
SATHRE-BERGQUIST, INC.

DCM FARMS

INSET D



- Denotes a 1/2 inch by 1/4 inch iron pipe monument set and marked by License No. 62269
- Denotes a 1/2 inch pipe monument found and marked by License No. 62269, unless shown otherwise
- ⊙ Denotes a Found Cast-Iron-Monument
- ▲ Denotes a found PK Nail and washer marked by License No. 62269

[illegible][illegible]

To: Thomas A. Delin, CHB Title, LLC and Old Republic National Title Insurance Company;

Colyn M. Tveit, PLS
Minnesota License No. 62269

The logo of the Institution of Civil Engineers (ICE) is a circular emblem. It is divided into four quadrants by a cross. The top-left quadrant is blue with white wavy lines representing water. The top-right quadrant is white with green stylized trees. The bottom-left quadrant is white with blue wavy lines representing water. The bottom-right quadrant is blue with white wavy lines representing water. The words 'SURVEYORS', 'PLANNERS', 'DESIGNERS', and 'ENGINEERS' are written in blue capital letters around the perimeter of the circle, separated by the cross arms.

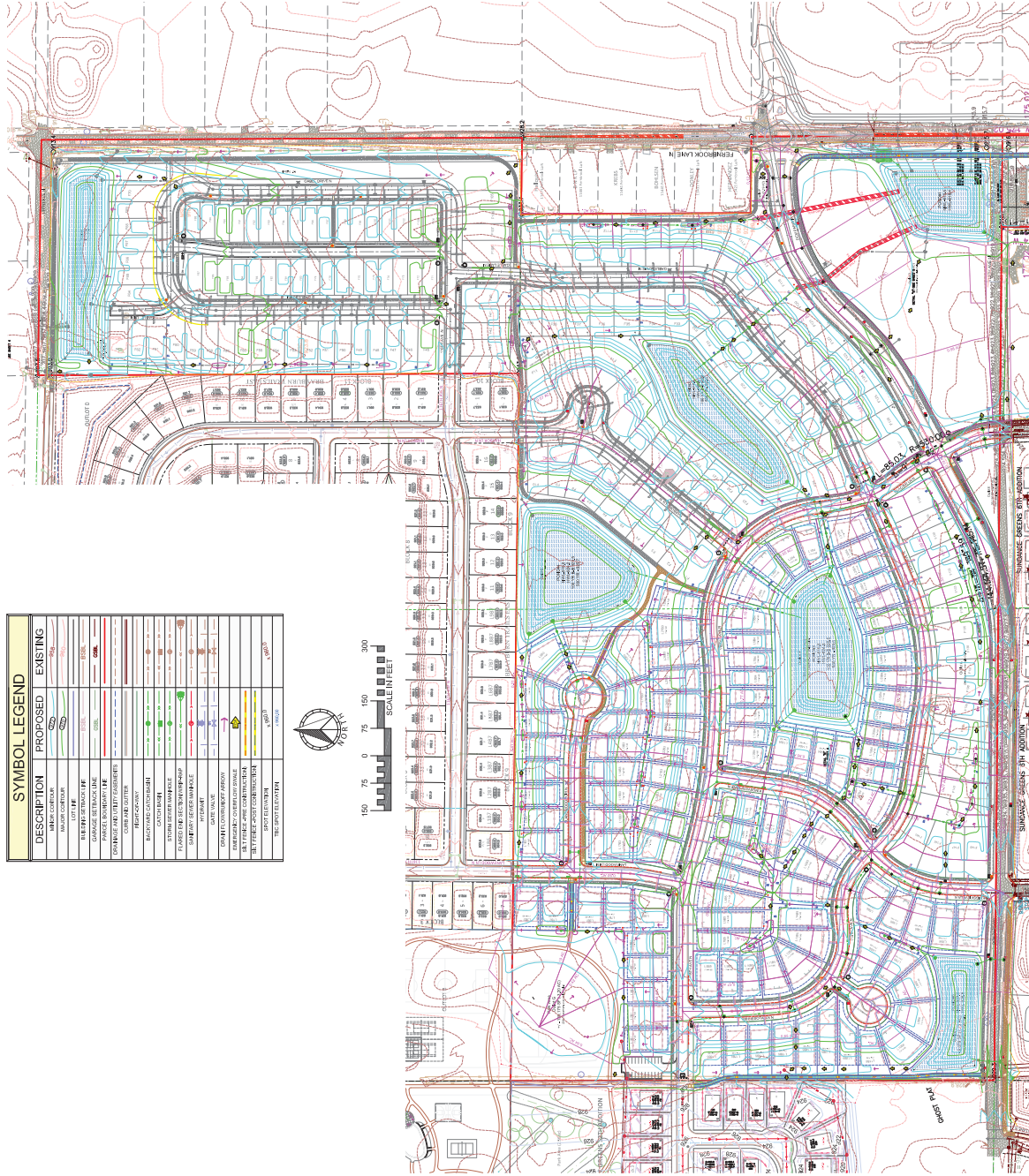
SATHRE-BERGQUIST, INC.

14000 25TH AVENUE NORTH, SUITE 120
PLYMOUTH MN 55447 (952) 476-6000
WWW.CATPAC.COM

DAYTON,
MINNESOTA

ALTA / NSPS LAND TITLE SURVEY

PREPARED FOR:
TOM DEHN



DRAWING NAME	NO.	BY	DATE	REVISION
DOF FASIS	1	RSB	06/24/25	CITY COMMENT REVIEW MEMO - 06/18/25
DRAIN		RSB		
CHECKED				
ESJ				
DATE				
04/09/25				

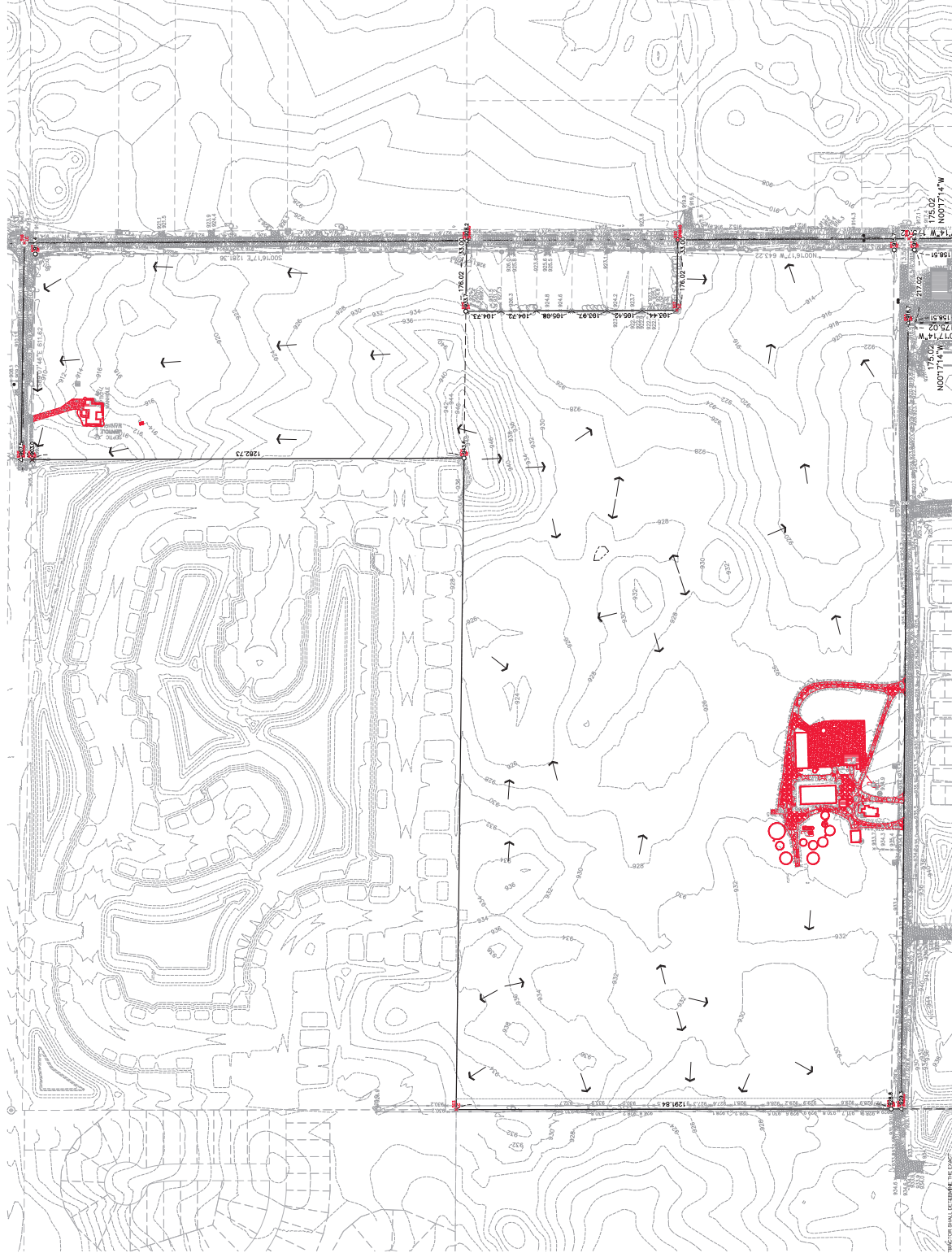
I HEREBY CERTIFY THAT THIS PLAN OR SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.



CITY PROJECT NO. _____

DAYTON,
MINNESOTA

DRAINAGE AREA EXHIBIT
DCM FARMS
SUNDANCE WOODS, LLC.



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

DRAWING NAME	NO.	BY	DATE	REVISION
COIL TUBES				
DRAWN				
CHECKED				
ESL				
DATE				
04/09/05				

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

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

Robert S. Molstad, P.E.
Date: 04/09/25



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

CITY PROJECT NO.

DAYTON,
MINNESOTA

EXISTING DRAINAGE EXHIBIT

DCM FARMS
SUNDANCE WOODS,

