

AGENDA
CITY OF DAYTON, MINNESOTA
12260 S. Diamond Lake Road, Dayton, MN 55327
Tuesday, July 22, 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**
- 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.*
- 6:35
- A. Approval of Council Meeting Minutes of July 08, 2025
 - B. Approval of Payment of Claims for July 22, 2025
 - C. Approval of Resolution 50-2025; Accepting Donation from the Salo Family
 - D. Approval of Resolution 51- 2025; Accepting Donation from the Gaulke Family
 - E. Approval of Letter of Credit Release for Sundance Greens 2nd and 3rd Addition
 - F. Approval of Letter of Credit Reduction for Sundance Greens 11th Addition
 - G. Approval to Go Out for RFP for Audit Services
 - H. Approval of Pay Request 1 for Park Improvements 2024 Project
 - I. Approval of Ordinance 2025-16; Amendment to Accessory Structure Height in the Agricultural Districts
 - J. Approval of Ordinance 2025-15; Amendment to Outdoor Surfacing Requirements in the I-1, Light Industrial District
- 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*
- 6:40
- 6:50 **STAFF, CONSULTANT AND COUNCIL UPDATES**
- COUNCIL BUSINESS**
- New Business**
- 7:00 K. Curbside Waste- Concept Plan Review for 18100 118th Ave
- Action Items**
- 7:20 L. Resolution 48-2025; Appoint EDA commissioners
- 7:30 M. Resolution 52-2025; Approval of Site Plan Review for Spanier Proposed Expansion at 17400 113th Ave North
- 7:45 N. Approval of Plans and Authorize Bidding for the 125th Ave and East French Lake Road Mill & Overlay Project
- 8:00 O. Ordinance 2025-17; Approval of Amending Zoning Code Related to Exterior Lighting
- 8:10 P. Approve Resolution 49-2025; Active Transportation Program Grant Agreement Grant Terms and Conditions & Approve State of Minnesota Safe Routes to School Program Grant Agreement
- 8:30 Q. Approval of Engineering Proposal to Develop a Historic Village Sewer & Water Utility Plan
- Closed Session**
- 8:45 R. Closed Session. Pursuant to MN Statute 13D.05, Subd 3(c)(3), a closed session shall be conducted to develop or consider offers or counteroffers for the purchase or sale of real or personal property located at: 15520 Lawndale La N, Dayton, MN 55327, PID: 05-120-22-22-0003.
- Action Items**
- 9:30 S. Approval of Conveyance and Removal of House at 15520 Lawndale Lane N
- 9:45 **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, July 8, 2025.

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

ABSENT: City Administrator/Finance Director, Zach Doud

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

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Benting announced changes to the agenda, including the addition of item J1 (change order for the South Diamond Lake Road project) and tabling of item F (Dayton Creek Addition Final Plat). Henderson noted a typo in the meeting minutes regarding a vote on the personnel policy.

MOTION: Motion made by Fashant, seconded by Henderson, to approve the agenda as amended. The motion carried unanimously.

CONSENT AGENDA

- 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
- Van Asten expressed support for the suggested placard to acknowledge the Cemstone donation.

Fashant inquired about a couple consent agenda items:

- Item D: Fashant asked about a \$125,000 donation mentioned in the narrative for road improvements on Fernbrook, which Sevald clarified was an escrow in the development agreement.
- Item H: Fashant asked about the status of the parks irrigation project. Farrell explained they were about 80% complete but waiting on electrical work before final completion.

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

OPEN FORUM

Keith Grover of 11320 Fernbrook Lane spoke about safety concerns at the Rush Creek intersection. Grover requested consideration of streetlight and crosswalk markings. Quisberg provided updates on planned improvements.

Lee Hallquist of 11471 Fernbrook Lane expressed ongoing concerns about drainage issues on his property, stating he was pumping over 3,000 gallons of water daily from his basement. Hallquist requested the city address the drainage problem.

Marcia Grover of 11320 Fernbrook Lane raised concerns about the high water table and perched water. Grover questioned the timeline for realigning 113th Avenue. Grover also suggested trail improvements along Fernbrook Lane and urged the council to finalize road plans before approving new developments.

STAFF, CONSULTANT, AND COUNCIL UPDATES

Benting requested approval to close city hall on September 12th for an employee event. The council agreed.

Farrell provided updates on the wellhead treatment plant construction and parks projects.

Hendrickson reported on the ongoing hiring process for the fire department.

Enga reminded council members of an upcoming training scenario on July 16th.

Sevald noted applications were due July 14th for a vacancy on the Economic Development Authority.

Salonek reported on a recent resident meeting regarding Elsie Stephens Park. Salonek noted strong interest in a splash pad and playground, but suggested bathroom facilities should be prioritized. Salonek also mentioned the upcoming Riverfest event on August 6th or 8th.

Van Asten requested revisiting the city's landscaping ordinance regarding shrub requirements. Van Asten also inquired about the status of the A3 zoning district that was removed from the Planning Commission agenda.

Fashant shared insights from his attendance at the League of Minnesota Cities conference, including sessions on emergency response, drinking water grants, ambulance services, and right-of-way management.

COUNCIL BUSINESS

Action Items

K. Park Commission Appointment

Benting announced the two open positions on the Parks Commission. Two applicants were received.

MOTION: *Motion made by Salonek, seconded by Fashant, to appoint the two applicants to the open Park Commission positions. The motion carried 5-0.*

The council agreed to recognize John Knutson for his service on the Park Commission.

L. Approval of Resolution 40-2025; DCM Farm Final Plat

Sevald presented the final plat and development agreement for DCM Farms, located off Fernbrook Lane and 113th Avenue. The project includes 253 single-family lots, with the current phase consisting of 106 lots.

Key discussion points included:

- Developer's contribution of \$125,000 towards a Fernbrook corridor study
- Agreement to pay up to \$2 million for the 114th Avenue roundabout
- Extension of sewer and water to adjacent homes on Fernbrook
- Dedication of land for Area 21 park

Council members debated the public benefit of the proposed improvements and negotiated terms of the developer's financial contributions.

Applicant Tom Dehn responded to inquiries from the Council. Dehn defended his contributions and benefits for the City.

After extensive discussion, the council agreed to modify the terms to allow any excess funds from the 114th Avenue improvements to be applied to either Rush Creek Parkway or 117th Avenue improvements at the council's discretion.

Marcia Grover of 11320 Fernbrook Lane explained the perched water situation for herself and neighbors. Grover also discussed the road alignment and pedestrian access on Fernbrook Lane. Grover questioned the commercial area timing.

Dehn replied to the trail on Fernbrook and how the trail on Glacier in the plans will alleviate pedestrian traffic on Fernbrook.

Keith Grover of 11320 Fernbrook Lane expressed safety concerns about the traffic impacts of the development. Grover suggested more discussion on the traffic.

Lee Hallquist of 11471 Fernbrook Lane discussed the traffic and speed on Fernbrook Lane. Hallquist mentioned the stop sign was installed on Rush Creek today.

MOTION: Motion made by Fashant, seconded by Henderson, to approve the final plat and development agreement as amended during discussion was made. The motion carried 3-2 (nays Fisher and Salonek).

M. Approval of Resolution 47-2025; Legacy Woods Final Plat

Sevald presented the Legacy Woods final plat, consisting of 10 single-family lots on 107 acres. Sevald recommended tabling the item due to concerns raised by the Metropolitan Council regarding the A3 zoning district's consistency with the city's comprehensive plan.

The council discussed options for addressing the Met Council's concerns and potential timeline for resolution. They debated the merits of the A3 zoning and whether to challenge the Met Council's authority on the matter. Van Asten wanted a timeframe for Council and Planning Commission.

Schmidt mentioned a letter being worked on to Met Council with timeframes for current applications. Schmidt stated if Met Council specified a comprehensive plan amendment is required, items could be invalid. Schmidt added the Met Council items

need to be resolved and the City needs to work with the Met Council to find a balance.

MOTION: *Motion made by Fisher, seconded by Van Asten, to table the Legacy Woods final plat. The motion carried unanimously.*

N. Approval of Conveyance and Removal of House at 15520 Lawndale Lane N

Sevald presented an offer from Three Rivers Park District for the City to purchase a house at 15520 Lawndale Lane for \$100,000, with the condition it be moved by October 1st.

The council debated the merits and risks of the proposal, including:

- Potential locations to move the house
- Tight timeline for relocation
- Whether this falls under the purview of the City or the Economic Development Authority

Kelly Grissman from Three Rivers Park District provided additional context on the offer and potential alternatives if the City declines.

MOTION: *Motion made by Salonek, seconded by Fashant, to table the decision until the July 22nd meeting. The motion carried 4-1 (nay Henderson).*

The council agreed to submit questions to staff by Monday and have the EDA review the proposal at their upcoming meeting to provide a recommendation.

ADJOURNMENT

With no objections, Fisher adjourned the meeting at 8:31 pm.

Approved: _____

Attest: Amy Benting

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

	<u>Totals</u>
Claims Roster 07-22-2025	\$ 654,646.43
Prepaid 07-07-2025 Council EB	\$ 1,949.54
Prepaid 07-10-2025 FB	\$ 1,467.82
Prepaid 07-17-2025 EB	\$ 117,911.35
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Total Payments:	\$ 775,975.14
Payroll Council 07-07-2025	\$ 11,218.23
Payroll 07-10-2025 FD 06.2025	\$ 8,157.67
Payroll 07-17-2025 Bi-Weekly 15	\$ 116,594.08

Check # sequence to be approved by City Council from meeting date of 07/22/2025:

Checks # 079236-079312

07/17/2025 INVOICE REGISTER REPORT FOR CITY OF DAYTON MN
 EXP CHECK RUN DATES 07/22/2025 - 07/22/2025
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
	ABREU, ANGELA UB refund for account: 3287 601-00000-15550 CREDIT FORWARD	07/08/2025 CHOYT	07/22/2025	136.49 136.49	136.49	Open	N 07/08/2025
	ADAMS PEST CONTROL INC CH; PEST CONTROL JUL 2025 101-41810-50223 CH; PEST CONTROL JUL 2025	07/08/2025 CHOYT	07/22/2025	143.70 143.70	143.70	Open	N 07/01/2025
	ADAMS PEST CONTROL INC AC; PEST CONTROL JUL 2025 101-41910-50220 AC; PEST CONTROL JUL 2025	07/08/2025 CHOYT	07/22/2025	114.38 114.38	114.38	Open	N 07/01/2025
	AMERICAN LEGAL PUBLISHING CORP INTERNET RENEWAL-ZONING/SUB CODE AUG 20 101-41710-50321 INTERNET RENEWAL-ZONING/SUB CODE 2025-26	07/11/2025 CHOYT	07/22/2025	315.00 315.00	315.00	Open	N 07/09/2025
	ANDERSON, JEREMY & ANN UB refund for account: 4180 601-00000-15550 CREDIT FORWARD	07/08/2025 CHOYT	07/22/2025	14.34 14.34	14.34	Open	N 07/08/2025
	ANTHONY & JANNA KUPSTIS UB refund for account: 6777 601-00000-15550 CREDIT FORWARD	07/08/2025 CHOYT	07/22/2025	54.73 54.73	54.73	Open	N 07/08/2025
	ASPEN MILLS PD; UNIFORM-GENERAL NEW EMPLOYEE 101-42120-50217 PD; UNIFORM-GENERAL NEW EMPLOYEE	07/08/2025 CHOYT	07/22/2025	46.98 46.98	46.98	Open	N 06/25/2025
	ASPEN MILLS	07/08/2025	07/22/2025	46.98	46.98	Open	N

PD; UNIFORM-GENERAL NEW EMPLOYEE	CHOYT						06/25/2025
101-42120-50217	PD; UNIFORM-GENERAL NEW EMPLOYEE			46.98			

BAINES, DOUG & CHAR		07/08/2025	07/22/2025	225.31	225.31	Open	N
UB refund for account: 2000	CHOYT						07/08/2025
601-00000-15550	CREDIT FORWARD			225.31			

BANK FEE-ADJ		06/30/2025	06/30/2025	50.00	0.00	Paid	Y
CASH MGMT/SCANNER FEES JUNE 2025	DBRUNETTE						06/30/2025
101-41500-50309	CASH MGMT JUNE 2025			25.00			
101-41500-50309	SCANNER FEES JUNE 2025			25.00			

BAN-KOE SYSTEMS, INC		07/15/2025	07/22/2025	20.00	0.00	Paid	Y
PD; TROUBLE SHOOT FRONT DOOR	CHOYT						03/24/2025
101-41820-50200	PD; TROUBLE SHOOT FRONT DOOR			20.00			

BAN-KOE SYSTEMS, INC		07/15/2025	07/22/2025	7,540.27	0.00	Paid	Y
REPAIR/MAINT ACCESS CONTROL PANEL	CHOYT						05/31/2025
101-41810-50220	REPAIR/MAINT. ACCESS CONTROL PANEL			4,370.27			
101-41820-50580	OTHER EQUIPMENT- ACCESS CONTROL			3,170.00			

BEAUDRY		07/08/2025	07/22/2025	247.09	247.09	Open	N
PW; ULS #2 DYED DIESEL -83.90	CHOYT						07/02/2025
101-43100-50212	PW; ULS #2 DYED DIESEL -83.90			247.09			

BEAUDRY		07/08/2025	07/22/2025	775.92	775.92	Open	N
PW; UNLEADED 87 -314.90	CHOYT						07/02/2025
101-43100-50212	PW; UNLEADED 87 -314.90			775.92			

BEAUDRY		07/11/2025	07/22/2025	1,263.00	1,263.00	Open	N
PW; ULS #2 DYED DIESEL -409.40	CHOYT						07/08/2025
101-43100-50212	PW; ULS #2 DYED DIESEL -409.40			1,263.00			

BEAUDRY		07/11/2025	07/22/2025	2,115.67	2,115.67	Open	N
PW; UNLEADED 87 -833.60	CHOYT						07/08/2025
101-43100-50212	PW; UNLEADED 87 -833.60			2,115.67			

BLACKBURN MANUFACTURING CO		07/11/2025	07/22/2025	309.76	309.76	Open	N

PW; QUIK-MARK PAINT 601-49400-50210	CHOYT PW; QUIK-MARK PAINT			309.76			07/08/2025
BUCKI, RYAN UB refund for account: 3931 601-00000-15550	CHOYT CHOYT CREDIT FORWARD	07/08/2025	07/22/2025	23.80	23.80	Open	N 07/08/2025
C. VISION PRODUCTION VIDEO TECH; WEB PHOTO PROJECT JUN-JUL 2025 226-41900-50430	CHOYT CHOYT VIDEO TECH; JUN-JUL 2025	07/15/2025	07/22/2025	3,400.00	3,400.00	Open	N 07/15/2025
CAMPBELL KNUTSON P.A. LEGAL FEES-PROJ 6147 411-43100-50304-6147	CHOYT CHOYT LEGAL FEES-PROJ 6147	07/15/2025	07/22/2025	810.00	810.00	Open	N 06/30/2025
CAMPBELL KNUTSON P.A. LEGAL FEES; PROJ 6203 411-43100-50304-6203	CHOYT CHOYT LEGAL FEES; PROJ 6203	07/15/2025	07/22/2025	19.00	19.00	Open	N 06/30/2025
CAMPBELL KNUTSON P.A. LEGAL FEES-PROJ 6180 411-43100-50304-6180	CHOYT CHOYT LEGAL FEES-PROJ 6180	07/15/2025	07/22/2025	120.00	120.00	Open	N 06/30/2025
CAMPBELL KNUTSON P.A. LEGAL FEES; PROJ 6170 411-43100-50304-6170	CHOYT CHOYT LEGAL FEES; PROJ 6170	07/15/2025	07/22/2025	19.00	19.00	Open	N 06/30/2025
CAMPBELL KNUTSON P.A. LEGAL FEES- GENERAL JUN 2025 101-41640-50304	CHOYT CHOYT LEGAL FEES- GENERAL JUN 2025	07/15/2025	07/22/2025	7,031.70	7,031.70	Open	N 06/30/2025
CENTERPOINT ENERGY RH WELLHOUSE; 11429952-2 JUN 2025 601-49400-50383	CHOYT CHOYT RH WELLHOUSE; 11429952-2 JUN 2025	07/08/2025	07/22/2025	25.95	0.00	Paid	Y 06/30/2025
CENTERPOINT ENERGY PW/PD FACILITY; 10662228-5 JUN 2025 101-43100-50383	CHOYT CHOYT PW FACILITY; 10662228-5	07/08/2025	07/22/2025	544.14	0.00	Paid	Y 06/30/2025

101-42120-50383	PD FACILITY; 10662228-5			272.07			
CENTRAL HYDRAULICS, INC		07/09/2025	07/22/2025	948.88	948.88	Open	N
PW; WATER TRUCK REPAIR		CHOYT					07/08/2025
101-43100-50220	PW; WATER TRUCK REPAIR			948.88			
CENTRAL HYDRAULICS, INC		07/16/2025	07/22/2025	9.35	9.35	Open	N
PW; REPAIR/ SEAL-LOK		CHOYT					07/15/2025
101-43100-50220	PW; REPAIR/ SEAL-LOK			9.35			
CHARTER COMMUNICATIONS		07/15/2025	07/22/2025	1,349.85	0.00	Paid	Y
ACCOUNT #175337501 INTERNET JUL 2025		CHOYT					07/07/2025
101-42120-50320	LOCATION #243204401- PD; INTERNET			180.00			
101-43100-50321	LOCATION #243204401- PW; INTERNET			180.00			
101-42260-50320	LOCATION #175337701- FD2; INTERNET			32.90			
101-41820-50308	LOCATION #175337801; CH/INTERNET;			199.98			
601-49400-50321	LOCATION #175337201; WELLHOUSE/INTERNET;			89.98			
101-42260-50320	LOCATION #175337601; FD 1/INTERNET;			109.99			
101-42120-50320	ACCOUNT# 175351601- PD;NUMBER FORWARDING			15.00			
101-41820-50308	LOCATION #175337901- CH/FIBER INTERNET			542.00			
CHOSEN VALLEY TESTING		07/08/2025	07/22/2025	630.00	630.00	Open	N
CONSTRUCTION MATERIALS TESTING WELLHOU:		CHOYT					06/05/2025
601-00000-16500	CONSTRUCTION MATERIALS TESTING WELLHOUSE			630.00			
CINTAS		07/08/2025	07/22/2025	124.44	124.44	Open	N
PW; UNIFORMS		CHOYT					07/03/2025
101-43100-50217	PW; UNIFORMS			124.44			
CINTAS		07/11/2025	07/22/2025	124.44	124.44	Open	N
PW; UNIFORMS		CHOYT					07/10/2025
101-43100-50217	PW; UNIFORMS			124.44			
CITY OF ANOKA		07/08/2025	07/22/2025	1,570.50	0.00	Paid	Y
22-990002-01 STREET LIGHTS; APR-JUN 2025		CHOYT					06/30/2025
101-43100-50230	22-990002-01 STREET LIGHTS; APR-JUN 2025			1,570.50			
CITY OF ANOKA		07/08/2025	07/22/2025	2,506.52	0.00	Paid	Y

22-396000-01 CH; APR-JUN 2025	CHOYT						06/30/2025
101-41810-50381	22-396000-01 CH; APR-JUN 2025			2,506.52			

CITY OF ANOKA	07/15/2025	07/22/2025		523.50	523.50	Open	N
22-990002-01 STREET LIGHTS; JUL 2025	CHOYT						07/09/2025
101-43100-50230	22-990002-01 STREET LIGHTS; JUL 2025			523.50			

CITY OF ANOKA	07/15/2025	07/22/2025		878.23	878.23	Open	N
22-396000-01 CH; JUN 2025	CHOYT						07/09/2025
101-41810-50381	22-396000-01 CH; JUN 2025			878.23			

CITY OF ANOKA	07/15/2025	07/22/2025		23.50	23.50	Open	N
22-393400-00 SCLR SIREN; JUL 2025	CHOYT						07/09/2025
101-42130-50381	22-393400-00 SCLR SIREN; JUL 2025			23.50			

CITY OF ANOKA	07/15/2025	07/22/2025		322.29	322.29	Open	N
22-393200-01 CENTRAL PARK; JUN 2025	CHOYT						06/30/2025
101-45200-50381	22-393200-01 CENTRAL PARK; JUN 2025			322.29			

CITY OF ANOKA	07/15/2025	07/22/2025		72.37	72.37	Open	N
22-396030-00 BALSAM LANE PED; JUN 2025	CHOYT						06/30/2025
101-43100-50230	22-396030-00 BALSAM LANE PED; JUN 2025			72.37			

CITY OF MAPLE GROVE	07/15/2025	07/22/2025		101,508.39	101,508.39	Open	N
41,773,000 GALLONS WATER USAGE ; MAY/JUN	CHOYT						06/30/2025
601-49400-50389	41,773,000 GALLONS WATER USAGE ; MAY/JUN			101,508.39			

CITY OF ROGERS	07/09/2025	07/22/2025		240.00	240.00	Open	N
2025 NW SUBURBAN FIRE ACADEMY GRAD.	CHOYT						06/25/2025
101-42260-50208	2025 NW SUBURBAN FIRE ACADEMY GRAD.			240.00			

CONNEXUS ENERGY	07/16/2025	07/22/2025		2,811.00	0.00	Paid	Y
SL NEW SERVICE-KINGSVIEW LN&CTY RD 144	CHOYT						07/09/2025
101-43100-50230	399446-172516- SL NEW SERVICE			2,811.00			

CORE & MAIN	07/08/2025	07/22/2025		56.23	56.23	Open	N
PW; METERSFLANGE KIT 1.5"	CHOYT						07/03/2025
601-49400-50259	PW; METERSFLANGE KIT 1.5"			56.23			

CORE & MAIN PW; METERS 601-49400-50259	PW; METERS	07/09/2025 CHOYT	07/22/2025	34,522.24	34,522.24	Open	N 07/03/2025
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CORE & MAIN PW; BRAYBURN TRAILS EAST OMNI 1.5 R2 408-45300-50300	PW; BRAYBURN TRAILS EAST	07/09/2025 CHOYT	07/22/2025	978.23	978.23	Open	N 07/08/2025
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COSSIO, RAFAEL UB refund for account: 5265 601-00000-15550	CREDIT FORWARD	07/11/2025 CHOYT	07/22/2025	71.78	71.78	Open	N 07/11/2025
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CUSTOM BUILDERS INC. 2024 PARK IMPROVEMENTS PRJ AREA 21-PAY 1 405-41900-50530 405-00000-20600	PARK IMPROVEMENTS PRJ AREA 21-PAY 1 RETAINAGE PAYABLE	07/16/2025 CHOYT	07/22/2025	170,750.45	170,750.45	Open	N 07/16/2025
				179,737.32			
				(8,986.87)			
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EARL F ANDERSON INC PW; STREET SIGNS 101-43100-50224	PW; STREET SIGNS	07/08/2025 CHOYT	07/22/2025	300.35	300.35	Open	N 07/02/2025
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EARL F ANDERSON INC PW; STREET SIGNS 101-43100-50224	PW; STREET SIGNS	07/08/2025 CHOYT	07/22/2025	293.95	293.95	Open	N 07/02/2025
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EASTON, TRAVIS & JENNA UB refund for account: 4279 601-00000-15550	CREDIT FORWARD	07/11/2025 CHOYT	07/22/2025	223.29	223.29	Open	N 07/11/2025
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ECKBERG LAMMERS PC PROFESSIONAL SRVS-EDA RECAP 225-41710-50300	PROFESSIONAL SRVS-EDA RECAP	07/15/2025 CHOYT	07/22/2025	70.50	70.50	Open	N 06/30/2025
				70.50			
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ELITE SANITATION PW; PORTABLE RENTAL JUN-JUL 101-45200-50410	PW; PORTABLE RENTAL JUN-JUL	07/09/2025 CHOYT	07/22/2025	2,770.20	2,770.20	Open	N 07/07/2025
				2,770.20			
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EMERGENCY AUTOMOTIVE TECHNOLOGIES PD; OTHER EQUIPMENT UNIT 2511/STRIP 2001 401-42120-50580	07/15/2025 CHOYT PD; OTHER EQUIPMENT UNIT 2511/STRIP 2001	07/22/2025	7,565.06 7,565.06	7,565.06	Open	N 07/11/2025
EMERGENCY AUTOMOTIVE TECHNOLOGIES PD; OTHER EQUIPMENT UNIT 2513 WHELEN 401-42120-50580	07/15/2025 CHOYT PD; OTHER EQUIPMENT UNIT 2513 WHELEN	07/22/2025	18,709.75 18,709.75	18,709.75	Open	N 07/10/2025
ENTERPRISE FM TRUST MOTOR VEHICLES LEASING PROGRAM; JUN 2025 401-42120-50550	07/15/2025 CHOYT MOTOR VEHICLES LEASING PROGRAM; JUN 2025	07/22/2025	8,247.66 8,247.66	8,247.66	Open	N 06/30/2025
FIRST IMPRESSIONS BLDG SVCS CARPET CLEANING AC/FD 101-41810-50220	07/08/2025 CHOYT CARPET CLEANING AC/FD	07/22/2025	1,549.00 1,549.00	1,549.00	Open	N 06/29/2025
FIRST IMPRESSIONS BLDG SVCS CARPET CLEANING CH 101-41810-50220	07/08/2025 CHOYT CARPET CLEANING CH	07/22/2025	2,131.50 2,131.50	2,131.50	Open	N 06/29/2025
FIRST RESPONSE ACTORS PD; FIRST RESPONSE ACTORS 3.5 HRS 101-42120-50208	07/15/2025 CHOYT PD; FIRST RESPONSE ACTORS 3.5 HRS	07/22/2025	175.00 175.00	175.00	Open	N 07/15/2025
FULLY PROMOTED/EMBROIDME CH; UNIFORM/HOYT 101-41500-50200	07/08/2025 CHOYT CH; UNIFORM/HOYT	07/22/2025	133.00 133.00	133.00	Open	N 07/03/2025
FULLY PROMOTED/EMBROIDME UNIFORM-D BRUNETTE 101-41500-50200	07/15/2025 CHOYT UNIFORM-D BRUNETTE	07/22/2025	160.22 160.22	160.22	Open	N 07/08/2025
GIBBS, MARCELLA & NATHANIEL UB refund for account: 4682 601-00000-15550	07/08/2025 CHOYT CREDIT FORWARD	07/22/2025	27.27 27.27	27.27	Open	N 07/08/2025
GUIDANCEPOINT TECHNOLOGIES BS&A UB SUPPORT BILLING MIGRATION/UPGRAC CHOYT	07/15/2025	07/22/2025	2,220.00	2,220.00	Open	N 07/14/2025

601-49400-50300	BS&A UB SUPPORT BILLING MIGRATION			1,110.00				
602-49400-50300	BS&A UB SUPPORT BILLING MIGRATION			1,110.00				

HANSEN, GREGORY		07/08/2025	07/22/2025	31.25	31.25	Open	N	
UB refund for account: 3198		CHOYT						07/08/2025
601-00000-15550	CREDIT FORWARD			31.25				

HAWKINS, INC		07/15/2025	07/22/2025	20.00	20.00	Open	N	
PW; CHEMICALS		CHOYT						07/15/2025
601-49400-50216	PW; CHEMICALS			20.00				

HENNEPIN COUNTY		07/11/2025	07/22/2025	3,438.30	3,438.30	Open	N	
FD; RADIO LEASE-JUN 2025		CHOYT						06/30/2025
101-42260-50320	FD; RADIO LEASE-JUN 2025			3,438.30				

HENNEPIN COUNTY		07/11/2025	07/22/2025	2,441.36	2,441.36	Open	N	
PD; RADIO LEASE- JUN 2025		CHOYT						06/30/2025
101-42120-50320	PD; RADIO LEASE- JUN 2025			2,441.36				

HENNEPIN COUNTY ACCOUNTS RECEIVABLE		07/09/2025	07/22/2025	2.50	2.50	Open	N	
VIEW RECORDED PLAT-H STENSGARD		CHOYT						07/09/2025
101-41710-50205	VIEW RECORDED PLAT-H STENSGARD			2.50				

HP GROUP HEALTH NON-PATIENT A/R		07/15/2025	07/22/2025	103.35	0.00	Paid	Y	
EAP (CUST#12750101) JUL 2025		CHOYT						07/11/2025
101-41810-50205	EAP NON MEMBER(CUST# 12750101); JUL 2025			66.30				
101-41810-50205	EAP MEMBER (CUST# 12750101); JUL 2025			37.05				

INSIDE OUTSIDE ARCHITECTURE		07/09/2025	07/22/2025	35,788.60	35,788.60	Open	N	
2024 PARK IMPROVEMENTS PROJECTS		CHOYT						05/01/2025
408-45300-50300	2024 PARK IMPROVEMENTS PROJECTS			35,788.60				

J.P. MORGAN CHASE BANK NA		05/30/2025	07/22/2025	30.80	30.80	Open	N	
Gym Equipment Accessory's		CHOYT						06/30/2025
101-42120-50392	Gym Equipment Accessory's			30.80				

J.P. MORGAN CHASE BANK NA		06/02/2025	07/22/2025	219.00	219.00	Open	N	
AED Replacement Pads		CHOYT						06/30/2025

101-42120-50580	AED Replacement Pads			219.00			
J.P. MORGAN CHASE BANK NA		06/12/2025	07/22/2025	98.18	98.18	Open	N
Uniform Allowance - Dickman		CHOYT					06/30/2025
101-42120-50217	Uniform Allowance - Dickman			98.18			
J.P. MORGAN CHASE BANK NA		06/12/2025	07/22/2025	75.86	75.86	Open	N
Uniform Allowance - Dickman		CHOYT					06/30/2025
101-42120-50217	Uniform Allowance - Dickman			75.86			
J.P. MORGAN CHASE BANK NA		06/13/2025	07/22/2025	286.62	286.62	Open	N
Uniform Allowance - Dickman		CHOYT					06/30/2025
101-42120-50217	Uniform Allowance - Dickman			286.62			
J.P. MORGAN CHASE BANK NA		06/13/2025	07/22/2025	80.00	80.00	Open	N
PD - Life Savings Award		CHOYT					06/30/2025
101-42120-50392	PD - Life Savings Award			80.00			
J.P. MORGAN CHASE BANK NA		06/13/2025	07/22/2025	320.00	320.00	Open	N
Fire - Life Saving Awards		CHOYT					06/30/2025
101-42260-50207	Fire - Life Saving Awards			320.00			
J.P. MORGAN CHASE BANK NA		06/03/2025	07/22/2025	219.99	219.99	Open	N
PW; REDWING SHOES		CHOYT					06/30/2025
101-43100-50217	PW; REDWING SHOES			219.99			
J.P. MORGAN CHASE BANK NA		06/03/2025	07/22/2025	219.99	219.99	Open	N
PW; UNIFORM ALLOWANCE		CHOYT					06/30/2025
101-43100-50217	PW; UNIFORM ALLOWANCE			219.99			
J.P. MORGAN CHASE BANK NA		06/04/2025	07/22/2025	8.91	8.91	Open	N
PW; SUPPLIES-DOG TREAT STATION		CHOYT					06/30/2025
101-45200-50210	PW; SUPPLIES-DOG TREAT STATION			8.91			
J.P. MORGAN CHASE BANK NA		06/03/2025	07/22/2025	130.87	130.87	Open	N
PW; MOWER BATTERY		CHOYT					06/30/2025
101-43100-50220	PW; MOWER BATTERY			130.87			

J.P. MORGAN CHASE BANK NA PW; Midwest Laboratories Inc 101-45200-50300	PW; Midwest Laboratories Inc	06/05/2025 CHOYT	07/22/2025	119.00	119.00	Open	N 06/30/2025
				119.00			
J.P. MORGAN CHASE BANK NA PW; SUPPLIES 101-43100-50210	PW; SUPPLIES	06/05/2025 CHOYT	07/22/2025	29.38	29.38	Open	N 06/30/2025
				29.38			
J.P. MORGAN CHASE BANK NA BASEBALL SUPPLIES 101-45200-50220	BASSEBALL SUPPLIES	06/12/2025 CHOYT	07/22/2025	493.20	493.20	Open	N 06/30/2025
				493.20			
J.P. MORGAN CHASE BANK NA GRASS SEED 405-45200-50200	GRASS SEED	06/12/2025 CHOYT	07/22/2025	364.77	364.77	Open	N 06/30/2025
				364.77			
J.P. MORGAN CHASE BANK NA OPERATING SUSPPLIES 101-43100-50210	OPERATING SUSPPLIES	06/14/2025 CHOYT	07/22/2025	76.94	76.94	Open	N 06/30/2025
				76.94			
J.P. MORGAN CHASE BANK NA MOWER PARTS 101-45200-50220	MOWER PARTS	06/16/2025 CHOYT	07/22/2025	469.98	469.98	Open	N 06/30/2025
				469.98			
J.P. MORGAN CHASE BANK NA SHOP SUPPLIES 101-43100-50210	SHOP SUPPLIES	06/16/2025 CHOYT	07/22/2025	449.03	449.03	Open	N 06/30/2025
				449.03			
J.P. MORGAN CHASE BANK NA SPRAY SYSTEM 101-43100-50580	SPRAY SYSTEM	06/17/2025 CHOYT	07/22/2025	229.58	229.58	Open	N 06/30/2025
				229.58			
J.P. MORGAN CHASE BANK NA EVENT REFUND 101-41910-50210	EVENT REFUND	06/25/2025 CHOYT	07/22/2025	(8.91)	(8.91)	Open	N 06/30/2025
				(8.91)			
J.P. MORGAN CHASE BANK NA OFFICE SUPPLIES		06/25/2025 CHOYT	07/22/2025	15.99	15.99	Open	N 06/30/2025

101-43100-50210	OFFICE SUPPLIES			15.99			
J.P. MORGAN CHASE BANK NA		06/26/2025	07/22/2025	9.90	9.90	Open	N
DOG T REAT STATION LABELS		CHOYT					06/30/2025
101-41910-50210	DOG T REAT STATION LABELS			9.90			
J.P. MORGAN CHASE BANK NA		06/04/2025	07/22/2025	50.00	50.00	Open	N
B Benting MCFOA Membership		CHOYT					06/30/2025
101-41420-50205	B Benting MCFOA Membership			50.00			
J.P. MORGAN CHASE BANK NA		06/05/2025	07/22/2025	10.26	10.26	Open	N
Meeting Lunch		CHOYT					06/30/2025
101-41310-50200	Meeting Lunch			10.26			
J.P. MORGAN CHASE BANK NA		06/10/2025	07/22/2025	33.43	33.43	Open	N
Worksession Food		CHOYT					06/30/2025
101-41110-50210	Worksession Food			33.43			
J.P. MORGAN CHASE BANK NA		06/10/2025	07/22/2025	226.55	226.55	Open	N
Worksession Food		CHOYT					06/30/2025
101-41110-50210	Worksession Food			226.55			
J.P. MORGAN CHASE BANK NA		06/10/2025	07/22/2025	12.10	12.10	Open	N
Council Meal		CHOYT					06/30/2025
101-41110-50210	Council Meal			12.10			
J.P. MORGAN CHASE BANK NA		06/15/2025	07/22/2025	28.10	28.10	Open	N
Name Badges		CHOYT					06/30/2025
101-41810-50200	Name Badges			28.10			
J.P. MORGAN CHASE BANK NA		06/25/2025	07/22/2025	34.80	34.80	Open	N
Reimbursed to City		CHOYT					06/30/2025
101-49999-50430	Reimbursed to City			34.80			
J.P. MORGAN CHASE BANK NA		06/27/2025	07/22/2025	516.40	516.40	Open	N
LMC Conf Hotel - Fashant		CHOYT					06/30/2025
101-41110-50208	LMC Conf Hotel - Fashant			516.40			

J.P. MORGAN CHASE BANK NA MCFOA membership 2025 101-41420-50205	MCFOA membership 2025	06/05/2025 CHOYT	07/22/2025	50.00 50.00	50.00	Open	N 06/30/2025
J.P. MORGAN CHASE BANK NA Digium June phone 101-41820-50308	Digium June phone	06/18/2025 CHOYT	07/22/2025	702.18 702.18	702.18	Open	N 06/30/2025
J.P. MORGAN CHASE BANK NA microsoft june 101-41810-50308	microsoft june	06/23/2025 CHOYT	07/22/2025	8.70 8.70	8.70	Open	N 06/30/2025
J.P. MORGAN CHASE BANK NA Council food 101-41110-50210	Council food	06/24/2025 CHOYT	07/22/2025	120.53 120.53	120.53	Open	N 06/30/2025
J.P. MORGAN CHASE BANK NA Zoom June 101-41500-50205	Zoom June	06/26/2025 CHOYT	07/22/2025	52.09 52.09	52.09	Open	N 06/30/2025
J.P. MORGAN CHASE BANK NA office supplies-cleaning 101-41810-50200	office supplies-cleaning	06/28/2025 CHOYT	07/22/2025	22.20 22.20	22.20	Open	N 06/30/2025
J.P. MORGAN CHASE BANK NA office supplies-cleaning 101-41810-50200	office supplies-cleaning	06/29/2025 CHOYT	07/22/2025	34.88 34.88	34.88	Open	N 06/30/2025
J.P. MORGAN CHASE BANK NA office supplies-cleaning 101-41810-50200	office supplies-cleaning	06/29/2025 CHOYT	07/22/2025	101.61 101.61	101.61	Open	N 06/30/2025
J.P. MORGAN CHASE BANK NA MCFOA renewal 101-41420-50205	MCFOA renewal	06/10/2025 CHOYT	07/22/2025	50.00 50.00	50.00	Open	N 06/30/2025
J.P. MORGAN CHASE BANK NA Office Supplies- coffee		06/17/2025 CHOYT	07/22/2025	39.04	39.04	Open	N 06/30/2025

101-41310-50200	Office Supplies- coffee			39.04			
J.P. MORGAN CHASE BANK NA		06/27/2025	07/22/2025	171.74	171.74	Open	N
office supplies paper napkins misc		CHOYT					06/30/2025
101-41310-50200	office supplies paper napkins misc			171.74			
J.P. MORGAN CHASE BANK NA		06/12/2025	07/22/2025	1,573.90	1,573.90	Open	N
TREE MULCH DISPOSAL		CHOYT					06/30/2025
101-43100-50300	TREE MULCH DISPOSAL			1,573.90			
J.P. MORGAN CHASE BANK NA		06/13/2025	07/22/2025	220.00	220.00	Open	N
EVENT SIGNAGE		CHOYT					06/30/2025
101-41910-50210	EVENT SIGNAGE			220.00			
J.P. MORGAN CHASE BANK NA		06/29/2025	07/22/2025	125.00	125.00	Open	N
FUEL SUBSCRIPTION		CHOYT					06/30/2025
101-43100-50212	FUEL SUBSCRIPTION			125.00			
J.P. MORGAN CHASE BANK NA		05/30/2025	07/22/2025	553.75	553.75	Open	N
D-Tox Wipes		CHOYT					06/30/2025
101-42260-50200	D-Tox Wipes			553.75			
J.P. MORGAN CHASE BANK NA		06/02/2025	07/22/2025	65.07	65.07	Open	N
Phoenix Dog Food		CHOYT					06/30/2025
101-42260-50200	Phoenix Dog Food			65.07			
J.P. MORGAN CHASE BANK NA		06/04/2025	07/22/2025	83.66	83.66	Open	N
Phoenix Medication		CHOYT					06/30/2025
101-42260-50200	Phoenix Medication			83.66			
J.P. MORGAN CHASE BANK NA		06/11/2025	07/22/2025	164.17	164.17	Open	N
Transport Sheet		CHOYT					06/30/2025
101-42260-50200	Transport Sheet			164.17			
J.P. MORGAN CHASE BANK NA		06/15/2025	07/22/2025	220.00	220.00	Open	N
Uniform Pants		CHOYT					06/30/2025
101-42260-50217	Uniform Pants			220.00			

J.P. MORGAN CHASE BANK NA Chief One Car Wash 101-42260-50220	Chief One Car Wash	06/16/2025 CHOYT	07/22/2025	39.06 39.06	39.06	Open	N 06/30/2025
J.P. MORGAN CHASE BANK NA Cell Phone Bill 101-42260-50320	Cell Phone Bill	06/17/2025 CHOYT	07/22/2025	282.44 282.44	282.44	Open	N 06/30/2025
J.P. MORGAN CHASE BANK NA Medium Goves 101-42260-50200	Medium Goves	06/17/2025 CHOYT	07/22/2025	83.22 83.22	83.22	Open	N 06/30/2025
J.P. MORGAN CHASE BANK NA Kevin Astrup CPR Card 101-42260-50208	Kevin Astrup CPR Card	06/17/2025 CHOYT	07/22/2025	7.50 7.50	7.50	Open	N 06/30/2025
J.P. MORGAN CHASE BANK NA Phoenix Vet Check-Up 101-42260-50220	Phoenix Vet Check-Up	06/23/2025 CHOYT	07/22/2025	82.50 82.50	82.50	Open	N 06/30/2025
J.P. MORGAN CHASE BANK NA EZ Slide Medical Sheets 101-42260-50200	EZ Slide Medical Sheets	06/25/2025 CHOYT	07/22/2025	103.06 103.06	103.06	Open	N 06/30/2025
J.P. MORGAN CHASE BANK NA Tyvek Suits 101-42260-50200	Tyvek Suits	06/26/2025 CHOYT	07/22/2025	166.00 166.00	166.00	Open	N 06/30/2025
J.P. MORGAN CHASE BANK NA SAMPLE POSTAGE 601-49400-50322	SAMPLE POSTAGE	06/18/2025 CHOYT	07/22/2025	29.13 29.13	29.13	Open	N 06/30/2025
J.P. MORGAN CHASE BANK NA WATER SAMPLES POSTAGE 601-49400-50322	WATER SAMPLES POSTAGE	06/26/2025 CHOYT	07/22/2025	19.72 19.72	19.72	Open	N 06/30/2025
J.P. MORGAN CHASE BANK NA Uniform Allowance - Juntunen		06/01/2025 CHOYT	07/22/2025	32.99	32.99	Open	N 06/30/2025

101-42120-50217	Uniform Allowance - Juntunen			32.99				
J.P. MORGAN CHASE BANK NA		06/04/2025	07/22/2025	58.41	58.41	Open	N	
Office Supplies		CHOYT						06/30/2025
101-42120-50200	Office Supplies			58.41				
J.P. MORGAN CHASE BANK NA		06/06/2025	07/22/2025	90.00	90.00	Open	N	
MN Post License Activation New Officer		CHOYT						06/30/2025
101-42120-50208	MN Post License Activation New Officer			90.00				
J.P. MORGAN CHASE BANK NA		06/06/2025	07/22/2025	1.94	1.94	Open	N	
MN POST Service Fee		CHOYT						06/30/2025
101-42120-50208	MN POST Service Fee			1.94				
J.P. MORGAN CHASE BANK NA		06/07/2025	07/22/2025	200.00	200.00	Open	N	
Invesitgation Data Management Software		CHOYT						06/30/2025
101-42120-50308	Invesitgation Data Management Software			200.00				
J.P. MORGAN CHASE BANK NA		06/25/2025	07/22/2025	61.27	61.27	Open	N	
PD / PW Building Supplies		CHOYT						06/30/2025
101-42120-50200	PD / PW Building Supplies			61.27				
J.P. MORGAN CHASE BANK NA		06/25/2025	07/22/2025	61.26	61.26	Open	N	
PD / PW Building Supplies		CHOYT						06/30/2025
101-43100-50210	PD / PW Building Supplies			61.26				
J.P. MORGAN CHASE BANK NA		05/30/2025	07/22/2025	180.00	180.00	Open	N	
Uniform Pants		CHOYT						06/30/2025
101-42260-50217	Uniform Pants			180.00				
J.P. MORGAN CHASE BANK NA		06/01/2025	07/22/2025	180.00	180.00	Open	N	
Uniform Pants		CHOYT						06/30/2025
101-42260-50217	Uniform Pants			180.00				
J.P. MORGAN CHASE BANK NA		06/04/2025	07/22/2025	35.88	35.88	Open	N	
Car Wash Chief Two		CHOYT						06/30/2025
101-42260-50220	Car Wash Chief Two			35.88				

J.P. MORGAN CHASE BANK NA Fasteners 101-42260-50200	Fasteners	06/11/2025 CHOYT	07/22/2025	3.42 3.42	3.42	Open	N 06/30/2025
J.P. MORGAN CHASE BANK NA 14.00 101-42260-50220	14.00	06/12/2025 CHOYT	07/22/2025	14.00 14.00	14.00	Open	N 06/30/2025
J.P. MORGAN CHASE BANK NA AC; Get Moving May-Water Bottles 101-41910-50213	AC; Get Moving May-Water Bottles	06/05/2025 CHOYT	07/22/2025	163.21 163.21	163.21	Open	N 06/30/2025
J.P. MORGAN CHASE BANK NA EVENT SUPPLIES 101-41910-50210	EVENT SUPPLIES	06/12/2025 CHOYT	07/22/2025	497.80 497.80	497.80	Open	N 06/30/2025
J.P. MORGAN CHASE BANK NA EVENT SUPPLIES 101-41910-50210	EVENT SUPPLIES	06/24/2025 CHOYT	07/22/2025	25.75 25.75	25.75	Open	N 06/30/2025
J.P. MORGAN CHASE BANK NA Elk River Utilities-APR 2025 101-43100-50230	Elk River Utilities-APR 2025	06/03/2025 CHOYT	07/22/2025	411.00 411.00	411.00	Open	N 06/30/2025
J.P. MORGAN CHASE BANK NA Elk River Utilities-APR 2025 101-41910-50381	Elk River Utilities-APR 2025	06/03/2025 CHOYT	07/22/2025	275.12 275.12	275.12	Open	N 06/30/2025
J.P. MORGAN CHASE BANK NA Elk River Utilities-APR 2025 602-49400-50381	Elk River Utilities-APR 2025	06/03/2025 CHOYT	07/22/2025	77.01 77.01	77.01	Open	N 06/30/2025
J.P. MORGAN CHASE BANK NA Elk River Utilities-APR 2025 602-49400-50381	Elk River Utilities-APR 2025	06/03/2025 CHOYT	07/22/2025	67.69 67.69	67.69	Open	N 06/30/2025
J.P. MORGAN CHASE BANK NA Elk River Utilities-APR 2025		06/03/2025 CHOYT	07/22/2025	559.24	559.24	Open	N 06/30/2025

601-49400-50381	Elk River Utilities-APR 2025			559.24			
J.P. MORGAN CHASE BANK NA	06/03/2025	07/22/2025	111.91	111.91	Open	N	
Elk River Utilities-APR 2025	CHOYT						06/30/2025
602-49400-50381	Elk River Utilities-APR 2025			111.91			
J.P. MORGAN CHASE BANK NA	06/03/2025	07/22/2025	63.34	63.34	Open	N	
Elk River Utilities-APR 2025	CHOYT						06/30/2025
101-45200-50381	Elk River Utilities-APR 2025			63.34			
J.P. MORGAN CHASE BANK NA	06/16/2025	07/22/2025	416.00	416.00	Open	N	
Monticello-Animal Control Apr-May	CHOYT						06/30/2025
101-42120-50308	Monticello-Animal Control Apr-May			416.00			
J.P. MORGAN CHASE BANK NA	06/20/2025	07/22/2025	399.19	399.19	Open	N	
Republic-12260 S Diamond-May	CHOYT						06/30/2025
101-41810-50384	Republic-12260 S Diamond-May			399.19			
J.P. MORGAN CHASE BANK NA	06/20/2025	07/22/2025	244.79	244.79	Open	N	
Republic-16471 S Diamond-May-Jun	CHOYT						06/30/2025
101-43100-50384	Republic-16471 S Diamond-May-Jun			244.79			
J.P. MORGAN CHASE BANK NA	06/20/2025	07/22/2025	199.60	199.60	Open	N	
Republic-13700 May-Jun 2025	CHOYT						06/30/2025
101-43100-50384	Republic-13700 May-Jun 2025			199.60			
J.P. MORGAN CHASE BANK NA	06/20/2025	07/22/2025	199.59	199.59	Open	N	
Republic-13700 May-Jun 2025	CHOYT						06/30/2025
101-42120-50384	Republic-13700 May-Jun 2025			199.59			
J.P. MORGAN CHASE BANK NA	06/20/2025	07/22/2025	163.42	163.42	Open	N	
Republic-18461 Dayton-May 2025	CHOYT						06/30/2025
101-41910-50384	Republic-18461 Dayton-May 2025			163.42			
J.P. MORGAN CHASE BANK NA	06/20/2025	07/22/2025	142.35	142.35	Open	N	
CULLIGAN-12260 MAY-JUN 2025	CHOYT						06/30/2025
101-41810-50220	CULLIGAN-12260 MAY-JUN 2025			142.35			

J.P. MORGAN CHASE BANK NA CULLIGAN-13700 ZANZIBAR-JUN 101-42120-50220	CULLIGAN-13700 ZANZIBAR-JUN	06/20/2025 CHOYT	07/22/2025	55.65	55.65	Open	N	06/30/2025
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J.P. MORGAN CHASE BANK NA CULLIGAN-13700 ZANZIBAR-JUN 101-43100-50220	CULLIGAN-13700 ZANZIBAR-JUN	06/20/2025 CHOYT	07/22/2025	55.65	55.65	Open	N	06/30/2025
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J.P. MORGAN CHASE BANK NA CULLIGAN-16471 JUN 2025 101-43100-50220	CULLIGAN-16471 JUN 2025	06/20/2025 CHOYT	07/22/2025	40.00	40.00	Open	N	06/30/2025
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J.P. MORGAN CHASE BANK NA Culligan-18461 Dayton May-Jun 2025 101-41910-50220	Culligan-18461 Dayton May-Jun 2025	06/20/2025 CHOYT	07/22/2025	45.00	45.00	Open	N	06/30/2025
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JESSICA HARTFIEL THURSTON EMBEDDED SOCIAL WORKER-JUNE 2025 101-42120-50300	EMBEDDED SOCIAL WORKER-JUNE 2025	07/08/2025 CHOYT	07/22/2025	2,166.00	0.00	Paid	Y	06/30/2025
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KWIK TRIP INC PD; 514204/ CARWASH/FUEL JUN 2025 101-42120-50220	PD; 514204/ CARWASH JUN 2025	07/15/2025 CHOYT	07/22/2025	179.20	0.00	Paid	Y	06/30/2025
101-42260-50212	MOTOR FUELS; JUN 2025			160.00				
				19.20				
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LEAGUE OF MN CITIES-INSURANCE DEDUCTIBLE CLAIMS WORKERS' COMP 1/1/25-1. 101-42260-50361	DEDUCTIBLE CLAIM #00517998 INV24765	07/15/2025 CHOYT	07/22/2025	504.34	504.34	Open	N	07/01/2025
101-42120-50361	DEDUCTIBLE CLAIM #00518528 INV24773			172.84				
				331.50				
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LEAH RUBIN UB refund for account: 6073 601-00000-15550	CREDIT FORWARD	07/08/2025 CHOYT	07/22/2025	25.28	25.28	Open	N	07/08/2025
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LEXIS NEXIS PD; CONTRACT SERVICES JUN 2025 101-42120-50308	PD; CONTRACT SERVICES JUN 2025	07/08/2025 CHOYT	07/22/2025	0.00	0.00	Void	N	06/30/2025
				200.00				
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LYNDE & MCLEOD INC	07/08/2025	07/22/2025	431.05	431.05	Open	N
YARD WASTE SITE RENTAL; AUG 2025	CHOYT					07/01/2025
101-41650-50387	YARD WASTE SITE RENTAL; AUG 2025		431.05			

LYNDE & MCLEOD INC	07/08/2025	07/22/2025	4,140.56	4,140.56	Open	N
YARD WASTE SITE ACTIVITY; JUN 2025	CHOYT					06/30/2025
101-43100-50224	PW; BRUSH REMOVAL		3,617.90			
101-41650-50387	YARD WASTE DISPOSAL-LEAVE/GRASS		623.15			
101-41650-50387	PW; YARD WASTE COMPOST REBATE		(100.49)			

M/I HOMES OF MPLS	07/16/2025	07/22/2025	3,000.00	3,000.00	Open	N
14370 KINGSVIEW LN N LANDSCAPE ESCROW RI	CHOYT					07/16/2025
420-00000-22100	14370 KINGSVIEW LANDSCAPE ESCROW RELEASE		3,000.00			

M/I HOMES OF MPLS	07/16/2025	07/22/2025	3,000.00	3,000.00	Open	N
14366 KINGSVIEW LN N LANDSCAPE ESCROW RI	CHOYT					07/16/2025
420-00000-22100	14366 KINGSVIEW LN N LANDSCAPE ESCROW RE		3,000.00			

MALACHI MOSER	07/16/2025	07/22/2025	668.50	668.50	Open	N
PD; UNIFORM ALLOWANCE REIMBURSEMENT	CHOYT					07/16/2025
101-42120-50217	PD; UNIFORM ALLOWANCE REIMBURSEMENT		668.50			

MELINDA & JAMES HENSLEY	07/08/2025	07/22/2025	37.74	37.74	Open	N
UB refund for account: 6487	CHOYT					07/08/2025
601-00000-15550	CREDIT FORWARD		37.74			

METRO WEST INSPECTION	07/08/2025	07/22/2025	18,792.00	18,792.00	Open	N
234.90 BLDG INSPECTIONS-MAY 2025	CHOYT					05/31/2025
101-41660-50300	234.90 BLDG INSPECTIONS-MAY 2025		18,792.00			

METROPOLITAN COUNCIL	07/08/2025	07/22/2025	51,586.39	51,586.39	Open	N
177.22 MILLION GAL. WASTE WATER SERVICE AU	CHOYT					07/08/2025
602-49400-50313	177.22 MILLION GAL. WASTE WATER SERVICE		51,586.39			

METROPOLITAN COUNCIL	07/11/2025	07/22/2025	39,362.40	0.00	Paid	Y
SAC FEE; JUN 2025	CHOYT					06/30/2025
602-00000-20801	SAC FEE; JUN 2025		39,760.00			
602-49450-37270	LESS PROMPT PAYMENT FEE; JUN 2025		(397.60)			

MIKE FORSBERG	07/08/2025	07/22/2025	66.50	66.50	Open	N
UB refund for account: 6223	CHOYT					07/08/2025
601-00000-15550 CREDIT FORWARD			66.50			
MINNESOTA EQUIPMENT	07/11/2025	07/22/2025	186.86	186.86	Open	N
PARKS; REPAIR/MAINT-JD MOWER	CHOYT					07/07/2025
101-45200-50220 PARKS; REPAIR/MAINT-JD MOWER			186.86			
MINNESOTA UI FUND	07/15/2025	07/22/2025	3,487.00	3,487.00	Open	N
Q2 UNEMPLOYMENT BENEFITS PAID	CHOYT					07/08/2025
101-45200-50361 Q2 UNEMPLOYMENT BENEFITS PAID			3,487.00			
MINUTEMAN PRESS	07/17/2025	07/22/2025	2,665.97	2,665.97	Open	N
UTILITY BILLING; JUL 2025	CHOYT					07/17/2025
601-49400-50200 UTILITY BILLING; JUL 2025			1,332.98			
602-49400-50200 UTILITY BILLING; JUL 2025			1,332.99			
MN DEPT OF LABOR & INDUSTRY	07/15/2025	07/22/2025	9,362.68	9,362.68	Open	N
BLDG PERMIT SURCHARGE APR-JUN 2025	CHOYT					06/30/2025
101-00000-22020 BLDG PERMIT SURCHARGE APR-JUN 2025			9,362.68			
MN DEPT OF REVENUE	07/08/2025	07/08/2025	91.00	91.00	Open	Y
JUNE SALES/USE TAX	DBRUNETTE					07/08/2025
101-00000-20300 JUNE SALES/USE TAX			91.00			
MONDAY, TESS	07/08/2025	07/22/2025	260.62	260.62	Open	N
UB refund for account: 5723	CHOYT					07/08/2025
601-00000-15550 CREDIT FORWARD			260.62			
MOTOROLA, INC	07/15/2025	07/22/2025	1,215.20	1,215.20	Open	N
PD; OTHER EQUIPMENT-M500	CHOYT					06/30/2025
401-42120-50580 PD; OTHER EQUIPMENT-M500			1,215.20			
MOTOROLA, INC	07/15/2025	07/22/2025	5,588.00	5,588.00	Open	N
PD; OTHER EQUIPMENT M500 ICV SYSTEM	CHOYT					05/30/2025
401-42120-50580 PD; OTHER EQUIPMENT M500 ICV SYSTEM			5,588.00			

MSA PROFESSIONAL SERVICES, INC. PW; ELSIE STEPHENS PARK DESIGN SERVICES 405-41900-50300	07/11/2025 CHOYT PW; ELSIE STEPHENS PARK DESIGN SERVICES	07/22/2025	8,329.50 8,329.50	8,329.50	Open	N 07/09/2025
NAVEET CHOUDHARY UB refund for account: 6556 601-00000-15550	07/08/2025 CHOYT CREDIT FORWARD	07/22/2025	27.20 27.20	27.20	Open	N 07/08/2025
PIDLISNYI, SERGII UB refund for account: 5607 601-00000-15550	07/08/2025 CHOYT CREDIT FORWARD	07/22/2025	267.08 267.08	267.08	Open	N 07/08/2025
REPUBLIC SERVICES, INC. CITY RECYCLING- JUN 2025 101-41650-50386	07/08/2025 CHOYT CITY RECYCLING- JUN 2025	07/22/2025	19,196.17 19,196.17	0.00	Paid	Y 06/30/2025
ROBIN MARTINSON UB refund for account: 2006 601-00000-15550	07/08/2025 CHOYT CREDIT FORWARD	07/22/2025	64.76 64.76	64.76	Open	N 07/08/2025
ROGERS TRUE VALUE PW; OPERATING SUPPLIES-SINGLE CUT KEY 101-43100-50210	07/17/2025 CHOYT PW; OPERATING SUPPLIES-SINGLE CUT KEY	07/22/2025	37.95 37.95	37.95	Open	N 07/14/2025
SHANE MARTIN AC; FINAL PAYMENT FOR CONCERT ON JUL 23 101-41910-50210	07/08/2025 CHOYT AC; FINAL PAYMENT FOR CONCERT ON JUL 23	07/22/2025	2,000.00 2,000.00	0.00	Paid	Y 07/08/2025
SHORTSTOP ELECTRIC PW;REPAIR-STEPHENS PARK JUNCTION BOX 101-45200-50220	07/11/2025 CHOYT PW;REPAIR-STEPHENS PARK	07/22/2025	1,540.00 1,540.00	1,540.00	Open	N 07/09/2025
SHORTSTOP ELECTRIC PW; REPAIR STEPHENS PARK -GFCI 101-45200-50220	07/11/2025 CHOYT PW; REPAIR STEPHENS PARK -GFCI	07/22/2025	290.00 290.00	290.00	Open	N 07/09/2025
SPARTZ, DANIEL UB refund for account: 1929	07/08/2025 CHOYT	07/22/2025	19.54	19.54	Open	N 07/08/2025

601-00000-15550	CREDIT FORWARD			19.54				
STREICHERS, INC		07/15/2025	07/22/2025	434.99	434.99	Open	N	
PD; GENERAL UNIFORM NEW EMPLOYEE	CHOYT							07/10/2025
101-42120-50217	PD; GENERAL UNIFORM NEW EMPLOYEE			434.99				
THE MINNESOTA STAR TRIBUNE		07/08/2025	07/22/2025	896.00	896.00	Open	N	
GENERAL NOTICES AND PUB INFO JUN 2025	CHOYT							06/30/2025
411-43100-50351-6131	LEGAL NOTICES/FILING FEE PROJ 6131			235.20				
101-41110-50352	GENERAL NOTICES AND PUB INFO			515.20				
101-41110-50352	GENERAL NOTICES AND PUB INFO			145.60				
TNC INDUSTRIES, INC.		07/09/2025	07/22/2025	3,751.00	3,751.00	Open	N	
PW; PLYMOVENT VEH EXHAUSE SYSTEM REPAIRS	CHOYT							07/05/2025
101-42260-50220	PW; PLYMOVENT VEH EXHAUSE SYSTEM REPAIRS			3,751.00				
TOSHIBA BUSINESS SYSTEMS		07/08/2025	07/22/2025	128.33	0.00	Paid	Y	
CH; ESTUDIO 4525 BACK PRINTER JUN 2025	CHOYT							06/30/2025
101-41820-50308	CH; ESTUDIO 4525 BACK PRINTER JUN 2025			128.33				
TOSHIBA BUSINESS SYSTEMS		07/08/2025	07/22/2025	36.09	0.00	Paid	Y	
FD; ESTUDIO 2525- JUN-JUL 2025	CHOYT							06/30/2025
101-42260-50200	FD; ESTUDIO 2525-BW JUL 2025			3.40				
101-42260-50200	FD; ESTUDIO 2525- 849 CLR JUN 2025			32.69				
TOTAL CONTROL SYSTEMS, INC		07/08/2025	07/22/2025	3,497.99	3,497.99	Open	N	
PW; REPAIR-WELL 2-COMMUNICATIONS FAILURE	CHOYT							07/07/2025
601-49400-50220	PW; REPAIR-WELL 2-COMMUNICATIONS FAILURE			3,497.99				
US GEOLOGICAL SURVEY		07/15/2025	07/22/2025	1,875.00	1,875.00	Open	N	
MISSISSIPPI RIVER AT CHAMPLIN STREAMGAGE (CHOYT							07/10/2025
101-42130-50220	MISSISSIPPI RIVER AT CHAMPLIN			1,875.00				
VUE, PANYIA		07/08/2025	07/22/2025	34.48	34.48	Open	N	
UB refund for account: 4019	CHOYT							07/08/2025
601-00000-15550	CREDIT FORWARD			34.48				
WATER LABORATORIES, INC		07/15/2025	07/22/2025	565.20	565.20	Open	N	

WATER TESTING; JUN 2025	CHOYT						06/30/2025
601-49400-50300	WATER TESTING; JUN 2025			565.20			
XCEL ENERGY	07/08/2025	07/22/2025		88.84	0.00	Paid	Y
51-0013433058-1; BROCKTON SIGNAL; JUN 2025	CHOYT						06/30/2025
101-43100-50230	51-0013433058-1; BROCKTON SIGNAL; JUN 25			88.84			
XCEL ENERGY	07/08/2025	07/22/2025		52.67	0.00	Paid	Y
51-9348440-7 TROY ST LGT; JUN 2025	CHOYT						06/30/2025
101-43100-50230	51-9348440-7 TROY ST LGT; JUN 2025			52.67			
XCEL ENERGY	07/08/2025	07/22/2025		78.47	0.00	Paid	Y
51-8932050-3 CR81; JUN 2025	CHOYT						06/30/2025
101-43100-50230	51-8932050-3 CR81; JUN 2025			78.47			
XCEL ENERGY	07/08/2025	07/22/2025		38.20	0.00	Paid	Y
51-0014158934-9; 11501 DAYTON/S.L JUN 2025	CHOYT						06/30/2025
101-43100-50230	51-0014158934-9; 11501 DAYTON/S.L JUN			38.20			
XCEL ENERGY	07/08/2025	07/22/2025		413.36	0.00	Paid	Y
51-8556975-3;17780 TERRITORIAL/S.L. JUN 2025	CHOYT						06/30/2025
101-43100-50230	51-8556975-3;17780 TERRITORIAL/S.L. JUN			413.36			
XCEL ENERGY	07/09/2025	07/22/2025		93.00	0.00	Paid	Y
51-0013433364-2; 18404 DAYTON ST LGT; JUN 2025	CHOYT						06/30/2025
101-43100-50230	51-0013433364-2; 18404 DAYTON ST LGT;JUN			93.00			
XCEL ENERGY	07/09/2025	07/22/2025		30.15	0.00	Paid	Y
51-0013433412-1; HWY 94 LGT; JUN 2025	CHOYT						06/30/2025
101-43100-50230	51-0013433412-1; HWY 94 LGT; JUN 2025			30.15			
XCEL ENERGY	07/09/2025	07/22/2025		1,361.92	0.00	Paid	Y
51-6111142-2;16471 S. DIAMOND/S.L.; JUN 2025	CHOYT						06/30/2025
101-43100-50230	51-6111142-2;16471 S. DIAMOND/S.L.; JUN			1,361.92			
XCEL ENERGY	07/09/2025	07/22/2025		48.66	0.00	Paid	Y
51-0013433188-8; 18432 UNIT SIGNAL; JUN 2025	CHOYT						06/30/2025
101-43100-50230	51-0013433188-8; 18432 UNIT SIGNAL; JUN			48.66			

XCEL ENERGY	07/09/2025	07/22/2025	31.69	0.00	Paid	Y
51-5420841-2; 12260 S DIAMOND JUN 2025	CHOYT					06/30/2025
101-43100-50230	51-5420841-2; 12260 S DIAMOND JUN 2025		31.69			

XCEL ENERGY	07/09/2025	07/22/2025	82.23	0.00	Paid	Y
51-0013433327-7;18396 DAYTON/SIGNAL; JUN 2	CHOYT					06/30/2025
101-43100-50230	51-0013433327-7;18396 DAYTON/SIGNAL; JUN		82.23			

XCEL ENERGY	07/15/2025	07/22/2025	23.65	0.00	Paid	Y
51-0014423188-8;14678 146TH AVE ST LGT JUN	CHOYT					06/30/2025
101-43100-50230	51-0014423188-8;14678 146TH AVE ST LGT		23.65			

XCEL ENERGY	07/15/2025	07/22/2025	36.32	0.00	Paid	Y
51-0013923150-3;HOLLY LN JUN 2025	CHOYT					06/30/2025
101-43100-50230	51-0013923150-3;HOLLY LN; JUN 2025		36.32			

XCEL ENERGY	07/15/2025	07/22/2025	22.85	0.00	Paid	Y
51-6970693-8;17320 DAYTON SHED; JUN 2025	CHOYT					06/30/2025
101-45200-50381	51-6970693-8;17320 DAYTON SHED; JUN 2025		22.85			

XCEL ENERGY	07/15/2025	07/22/2025	0.17	0.00	Paid	Y
51-0014712973-2; 18160 SIREN; JUN 2025	CHOYT					06/30/2025
101-42130-50381	51-0014712973-2; 18160 SIREN; JUN 2025		0.17			

XCEL ENERGY	07/15/2025	07/22/2025	32.57	0.00	Paid	Y
51-0014297205-1;14641 U.PASS W/RH PKWY; JL	CHOYT					06/30/2025
101-43100-50230	51-0014297205-1;14641 U.PASS W/RH PKWY;		32.57			

XCEL ENERGY	07/15/2025	07/22/2025	25.67	0.00	Paid	Y
51-0014444656-9;14748 CHESHIRE CT S.L. JUN	CHOYT					06/30/2025
101-43100-50230	51-0014444656-9;14748 CHESHIRE CT S.L.		25.67			

XCEL ENERGY	07/15/2025	07/22/2025	52.74	0.00	Paid	Y
51-0013433451-8;BROCKTON LGT; JUN 2025	CHOYT					06/30/2025
101-43100-50230	51-0013433451-8;BROCKTON LGT; JUN 2025		52.74			

XCEL ENERGY	07/15/2025	07/22/2025	3,975.25	0.00	Paid	Y

51-0013565432-4; 14695 RIVER/WELLHOUSE; JL CHOYT							06/30/2025
601-49400-50381	51-0013565432-4; 14695 RIVER/WELLHOUSE;			3,975.25			

XCEL ENERGY		07/15/2025	07/22/2025	32.19	0.00	Paid	Y
51-0013211437-0;SDL TRAIL LIFT; JUN 2025	CHOYT						06/30/2025
601-49400-50381	51-0013211437-0;SDL TRAIL LIFT; JUN 2025			32.19			

XCEL ENERGY		07/15/2025	07/22/2025	4,715.73	0.00	Paid	Y
51-0011857801-8;PD/PW BLDG; JUN 2025	CHOYT						06/30/2025
101-42120-50381	51-0011857801-8;PD/PW BLDG; JUN 2025			2,357.86			
101-43100-50381	51-0011857801-8;PD/PW BLDG; JUN 2025			2,357.87			

XCEL ENERGY		07/15/2025	07/22/2025	25.67	0.00	Paid	Y
51-0014444653-6;14666 146TH AVE S.L. JUN 20; CHOYT							06/30/2025
101-43100-50230	51-0014444653-6;14666 146TH AVE S.L. JUN			25.67			

XCEL ENERGY		07/15/2025	07/22/2025	6,497.88	0.00	Paid	Y
51-0015444673-1;14642 146TH NEW SERVICE	CHOYT						07/15/2025
601-49400-50300	51-0015444673-1;14642 146TH NEW SERVICE			6,497.88			

XCEL ENERGY		07/16/2025	07/22/2025	53.45	0.00	Paid	Y
51-0014473382-9 12000.5 W FRENCH LK MAY-JL CHOYT							06/10/2025
459-43100-50300-2001	51-0014473382-9 12000.5 W FRENCH LK			53.45			

XCEL ENERGY		07/16/2025	07/22/2025	32.67	0.00	Paid	Y
51-0013985527-8; CHESHIRE LGT; JUN 2025	CHOYT						06/30/2025
101-43100-50230	51-0013985527-8; CHESHIRE LGT; JUN 2025			32.67			

# of Invoices:	226 # Due: 183	Totals:		654,655.34	557,219.57		
# of Credit Memos:	1 # Due: 1	Totals:		(8.91)	(8.91)		
Net of Invoices and Credit Memos:				654,646.43	557,210.66		
* 3 Net Invoices have Credits Totalling:				(9,484.96)			

--- TOTALS BY PAYMENT CARD ACCOUNT ---							
0843				260.78			
0983				1,918.90			
2363				1,110.46			
2499				48.85			

3028	3,526.55
3240	686.76
3356	2,828.62
3926	1,850.43
4473	911.64
4983	1,092.19
5639	505.87
9053	413.30

--- TOTALS BY FUND ---

101 - GENERAL FUND	136,340.08	88,941.41
225 - EDA	70.50	70.50
226 - CABLE	3,400.00	3,400.00
401 - CAPITAL EQUIPMENT	41,325.67	41,325.67
405 - PARK DEDICATION	179,444.72	179,444.72
408 - PARK TRAIL DEVELOPMENT	36,766.83	36,766.83
411 - DEVELOPER ESCROWS	1,203.20	1,203.20
420 - LANDSCAPE ESCROWS	6,000.00	6,000.00
459 - 2022 TIF STREET IMPROVEMENTS	53.45	0.00
601 - WATER FUND	156,393.59	145,772.34
602 - SEWER FUND	93,648.39	54,285.99

--- TOTALS BY DEPT/ACTIVITY ---

00000 -	48,468.27	8,708.27
41110 - Council	1,569.81	1,569.81
41310 - Administration	221.04	221.04
41420 - City Clerk	150.00	150.00
41500 - Finance	395.31	345.31
41640 - Legal Services	7,031.70	7,031.70
41650 - Recycling Services	20,149.88	953.71
41660 - Inspection Service	18,792.00	18,792.00
41710 - Plannning & Economic Dev	388.00	388.00
41810 - Central Services	12,419.60	5,439.46
41820 - Information Technology	4,762.49	702.18

41900 - General Govt	191,466.82	191,466.82
41910 - Activity Center	3,505.67	1,505.67
42120 - Patrol and Investigate	52,528.22	47,377.29
42130 - Emergency Mgmt	1,898.67	1,898.50
42260 - Fire Suppression	10,384.05	10,185.87
43100 - Public Works	25,534.35	15,740.98
45200 - Parks	10,138.40	10,115.55
45300 - Trail Development	36,766.83	36,766.83
49400 - Utilities	208,438.12	197,816.87
49450 - Sewer	(397.60)	0.00
49999 - Contingency	34.80	34.80

ITEM: Request City Council to Accept Salo Family Donation

PREPARED BY: Fire Chief Gary Hendrickson

POLICY DECISION / ACTION TO BE CONSIDERED: Approve the fire chief's request to accept a gift card of \$100.00 for Broadway Pizza.

BACKGROUND: The Salo Family stated, “ Our thanks for going above and beyond for us at a very difficult moment in our lives. We hope this shows how much we appreciate all of your efforts.

Ken and Ann Salo

CRITICAL ISSUES: None

RECOMMENDATION: Staff recommend that the city council approve the donation of the Broadway Pizza Gift Card for \$100.00

ATTACHMENT(S): Resolution 50-2025; Accepting Donation

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

**RESOLUTION 50-2025
RESOLUTION ACCEPTING DONATION FROM THE SALO FAMILY.**

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, the Salo Family has donated \$100.00 Gift card to Broadway Pizza for the Fire Department members; 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 toward the Fire Department.
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 22, 2025.

Mayor – Dennis Fisher

Clerk – Amy Benting

Motion made by Councilmember _____ Seconded by Councilmember _____
Motion Passed Unanimously

ITEM: Request City Council Accept the Gaulke Family Donation

PREPARED BY: Fire Chief Gary Hendrickson

POLICY DECISION / ACTION TO BE CONSIDERED: Approve the fire chief's request to accept a check for \$400.00 from the Gaulke Family

BACKGROUND: Firefighter Chuck Gaulke was a founding member of the fire department. Chuck was instrumental in establishing the Fire Prevention program at Dayton Elementary, which we continue to operate today.

CRITICAL ISSUES: None

RECOMMENDATION: Staff recommend that the city council approve the donation of \$400.00 from the Gaulke Family

ATTACHMENT(S): Note from the Family of Chuck Gaulke
Resolution 51-2025; Accepting Donation

Dear Fire Dept,

Enclosed is a donation
that we are sending
along as a memorial
for Chuck Gaulke.

Please earmark this
donation for something
needed for Fire Prevention
Day at Dayton Elementary.

Chuck loved participating
each year in October
to teach the kids fire
safety - 2-Ways out, 911,
get out + stay out, just to
name a few. I'd like
to thank you again for
bringing the truck to
Monticello. Bless You Both!

The Family of Chuck Gaulke

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

**RESOLUTION 51-2025
RESOLUTION ACCEPTING DONATION FROM THE GAULKE FAMILY.**

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, the Gaulke Family has donated \$400.00 Gift donation for the Fire Department; 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 toward the Fire Department.
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 22, 2025.

Mayor – Dennis Fisher

Clerk – Amy Benting

Motion made by Councilmember _____ Seconded by Councilmember _____
Motion Passed Unanimously

PRESENTER:

Jason Quisberg

ITEM:

Sundance Greens 2nd and 3rd Additions Letter of Credit (LOC) Release

PREPARED BY:

Jason Quisberg, Engineering
Nick Findley, Engineering

POLICY DECISION / ACTION TO BE CONSIDERED:

Release of the LOCs for public improvements for the 2nd and 3rd Additions of the Sundance Greens Development.

BACKGROUND:

Construction of streets and utilities in the 2nd and 3rd Additions of the Sundance Greens development began in 2019. Work has been completed through the paving of wear course pavement in both the 2nd and 3rd additions. Record plans have been provided and accepted.

A release in the letters of credit in place for the 2nd and 3rd additions of Sundance Greens has been requested. The letters of credit for these additions are held separately from one another and from the letters of credit for other additions of the development. These letters of credit are also separately from the letter of credit for work within the Rush Creek Parkway corridor.

The current LOC balance for the 2nd addition is \$20,000.00. We recommend a release of the remaining LOC amount of \$20,000.00 for a total remaining balance of \$0.00.

The current LOC balance for the 3rd addition is \$20,000.00. We recommend a release of the remaining LOC amount of \$20,000.00 for a total remaining balance of \$0.00.

CRITICAL ISSUES:

There are no outstanding critical issues.

COMMISSION REVIEW / ACTION (IF APPLICABLE):

60/120-DAY RULE (IF APPLICABLE):

RELATIONSHIP TO COUNCIL GOALS:

BUDGET IMPACT:

None

RECOMMENDATION:

Staff recommends releasing the LOC for the 2nd Addition of the Sundance Greens Development by the amount of \$20,000.00 for a remaining balance of \$0.00 and 3rd Addition by the amount of \$20,000.00 for a remaining balance of \$0.00.

ATTACHMENT(S):

PRESENTER:

Jason Quisberg

ITEM:

Reduction of the Letter of Credit (LOC) for the 11th Addition of the Sundance Greens Development.

PREPARED BY:

Jason Quisberg, Engineering
Nick Findley, Engineering

POLICY DECISION / ACTION TO BE CONSIDERED:

Reduction of the letter of credit for public improvements for the 11th Addition of the Sundance Greens Development.

BACKGROUND:

Work in the 11th Addition of Sundance Greens continues to be completed. To date they have been working on utility and street installation. The remaining items include wear course paving, punchlist items, and record plans.

The current LOC balance for the 11th Addition of Sundance Greens is \$1,022,000.00. We recommend reducing the current balance in the amount of \$885,055.20 for a remaining balance of \$136,994.80.

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 11th Addition of the Sundance Greens Development by the amount of \$885,055.20 for a remaining balance of \$136,944.80.

ATTACHMENT(S):

Sundance 11th Addition Remaining Work Summary

VALUE OF WORK REMAINING
SUNDANCE GREENS 11th ADDITION
SUNDANCE DEVELOPMENT, LLC
CES PROJECT NO. 24-012
JULY 3, 2025

SCHEDULE A - SANITARY SEWER							
CONTRACT ITEM	UNITS	EST QUANT	UNIT PRICE	CONTRACT AMOUNT	QUANTITY TO DATE	QUANTITY REMAINING	TOTAL
8" PVC Pipe Sewer SDR 35; With Sand Bedding	LF	697	\$ 38.00	\$ 26,486.00	697	-	\$ -
48" Sanitary Sewer MH	EACH	4	\$ 5,110.00	\$ 20,440.00	4	-	\$ -
8" x 4" PVC WYE	EACH	10	\$ 280.00	\$ 2,800.00	10	-	\$ -
4" PVC Pipe Sewer Schedule 40 Service Pipe With Tracer Wire and Sand Bedding	LF	1,390	\$ 21.00	\$ 29,190.00	1,390	-	\$ -
4" PVC Pipe Sewer Schedule 40 Riser Pipe With Tracer Wire and Sand Bedding	LF	120	\$ 23.00	\$ 2,760.00	120	-	\$ -
6" DIP Riser, Includes Fittings & Transition to 4" PVC	LF	24	\$ 250.00	\$ 6,000.00	24	-	\$ -
Televising	LF	717	\$ 2.70	\$ 1,935.90	717	-	\$ -
Connect to Existing 8" PVC	EACH	1	\$ 4,775.00	\$ 4,775.00	1	-	\$ -
Adjust Existing Manhole	EACH	4	\$ 600.00	\$ 2,400.00	4	-	\$ -
SUBTOTAL SCHEDULE A - SANITARY SEWER				\$ 96,786.90			\$ -

SCHEDULE B - WATERMAIN							
CONTRACT ITEM	UNITS	EST QUANT	UNIT PRICE	CONTRACT AMOUNT	QUANTITY TO DATE	QUANTITY REMAINING	TOTAL
6" Duct. Iron CI 52 Hydrant Leads	LF	36	\$ 59.00	\$ 2,124.00	36	-	\$ -
8" PVC C-900 Watermain With Tracer Wire	LF	730	\$ 56.00	\$ 40,880.00	730	-	\$ -
8" Gate Valve	EACH	1	\$ 3,530.00	\$ 3,530.00	1	-	\$ -
Fire Hydrant w/6" Gate Valve and Box	EACH	3	\$ 8,330.00	\$ 24,990.00	3	-	\$ -
1" Corporation Stop	EACH	30	\$ 387.00	\$ 11,610.00	30	-	\$ -
1" Curb Stop and Box With Extension Rod	EACH	30	\$ 517.00	\$ 15,510.00	30	-	\$ -
1" HDPE DR 11	LF	1,320	\$ 19.00	\$ 25,080.00	1,320	-	\$ -
Connect to Existing Watermain	EACH	1	\$ 3,190.00	\$ 3,190.00	1	-	\$ -
Lower Existing Hydrant	EACH	1	\$ 2,280.00	\$ 2,280.00	1	-	\$ -
SUBTOTAL SCHEDULE B - WATERMAIN				\$ 129,194.00			\$ -

VALUE OF WORK REMAINING
SUNDANCE GREENS 11th ADDITION
SUNDANCE DEVELOPMENT, LLC
CES PROJECT NO. 24-012
JULY 3, 2025

SCHEDULE C - STORM SEWER							
CONTRACT ITEM	UNITS	EST QUANT	UNIT PRICE	CONTRACT AMOUNT	QUANTITY TO DATE	QUANTITY REMAINING	TOTAL
12" RCP Storm Sewer	LF	1,032	\$ 44.00	\$ 45,408.00	1,032	-	\$ -
15" RCP Storm Sewer	LF	280	\$ 51.00	\$ 14,280.00	280	-	\$ -
18" RCP Storm Sewer	LF	232	\$ 57.00	\$ 13,224.00	232	-	\$ -
21" RCP Storm Sewer	LF	63	\$ 74.00	\$ 4,662.00	63	-	\$ -
27" RCP Storm Sewer	LF	188	\$ 102.00	\$ 19,176.00	188	-	\$ -
Catchbasin 24" x 36" .	EACH	5	\$ 3,280.00	\$ 16,400.00	5	-	\$ -
Catchbasin 27" Dia.	EACH	1	\$ 2,510.00	\$ 2,510.00	1	-	\$ -
48" Dia. Catchbasin MH	EACH	4	\$ 4,070.00	\$ 16,280.00	4	-	\$ -
48" Dia. Catchbasin MH - With Sump	EACH	2	\$ 4,360.00	\$ 8,720.00	2	-	\$ -
60" Dia. Catchbasin MH	EACH	1	\$ 6,140.00	\$ 6,140.00	1	-	\$ -
48" Dia. Storm MH	EACH	2	\$ 4,010.00	\$ 8,020.00	2	-	\$ -
12" RCP FES With Trash Guard and Granite Riprap	EACH	1	\$ 2,930.00	\$ 2,930.00	1	-	\$ -
18" RCP FES With Trash Guard and Granite Riprap	EACH	2	\$ 3,570.00	\$ 7,140.00	2	-	\$ -
21" RCP FES With Trash Guard and Granite Riprap	EACH	1	\$ 4,420.00	\$ 4,420.00	1	-	\$ -
27" RCP FES With Trash Guard and Granite Riprap	EACH	2	\$ 6,080.00	\$ 12,160.00	2	-	\$ -
SlopeTame EOF	EACH	1	\$ 2,500.00	\$ 2,500.00	1	-	\$ -
Connect To Existing 15" RCP	EACH	1	\$ 1,250.00	\$ 1,250.00	1	-	\$ -
SUBTOTAL SCHEDULE C - STORM SEWER				\$ 185,220.00			\$ -

SCHEDULE D - STREET CONSTRUCTION							
CONTRACT ITEM	UNITS	EST QUANT	UNIT PRICE	CONTRACT AMOUNT	QUANTITY TO DATE	QUANTITY REMAINING	TOTAL
Mobilization	LS	1	\$ 8,800.00	\$ 8,800.00	1	-	\$ -
Subgrade Preparation (1' Depth)	STA	19	\$ 250.00	\$ 4,750.00	19	-	\$ -
Disc or Chisel Plow Subgrade (min. 18" deep)	HR	16	\$ 250.00	\$ 4,000.00	16	-	\$ -
8" Cl. 5 Aggregate Base, In Place, Includes 1' Behind Curb	SY	6,990	\$ 12.50	\$ 87,375.00	6,990	-	\$ -
2" Bituminous Base Course (Type SPNWB330B) - Includes Temp Cul De Sac	SY	5,580	\$ 10.00	\$ 55,800.00	5,580	-	\$ -
1 1/2" Bituminous Wear Course (Type SPWEA340B)	SY	5,580	\$ 8.50	\$ 47,430.00	5,580	5,580.00	\$ 47,430.00

VALUE OF WORK REMAINING
SUNDANCE GREENS 11th ADDITION
SUNDANCE DEVELOPMENT, LLC
CES PROJECT NO. 24-012
JULY 3, 2025

Remaining Work: \$57,454.00
Landscape Items: \$15,000.00
120% of Remaining Work: \$86,944.80
Record Plans: \$25,000.00
Punchlist: \$25,000.00
Total: \$136,944.80

24" Select Granular Borrow, Compacted Thickness, In Place, Includes 2' Behind Curb (Import Material)	SY	7,410	\$ 16.80	\$ 124,488.00	7,410	-	\$ -
Tack Coat	GAL	390	\$ 5.00	\$ 1,950.00	390	390.00	\$ 1,950.00
Type V Nonwoven Geotextile Fabric	SY	7,410	\$ 3.00	\$ 22,230.00	7,410	-	\$ -
Surmountable Concrete Curb and Gutter-Incl Radius at In	LF	3,670	\$ 20.50	\$ 75,235.00	3,670	-	\$ -
Bio Logs Behind Curb	LF	7,410	\$ 1.30	\$ 9,633.00	7,410	-	\$ -
4" PVC Drain Tile SDR 35 With Sock - Per Detail STO-13A	LF	2,605	\$ 18.50	\$ 48,192.50	2,605	-	\$ -
Draintile Cleanout	EACH	8	\$ 195.00	\$ 1,560.00	8	-	\$ -
4" PVC Conduit Crossing - Utility	EACH	4	\$ 180.00	\$ 720.00	4	-	\$ -
5' Concrete Sidewalk - 6" thick	SF	3,250	\$ 8.50	\$ 27,625.00	3,250	-	\$ -
Pedestrian Ramp - Per Detail	EACH	2	\$ 1,080.00	\$ 2,160.00	2	-	\$ -
Saw Cut Existing Bituminous	LF	64	\$ 9.00	\$ 576.00	64	-	\$ -
Install Bituminous Wedge to Protect Curb	LF	3,670	\$ 4.20	\$ 15,414.00	3,670	-	\$ -
Remove Bituminous Wedge	LF	3,670	\$ 2.20	\$ 8,074.00	3,670	3,670.00	\$ 8,074.00
Street Signs	EACH	1	\$ 650.00	\$ 650.00	1	-	\$ -
Stop Signs	EACH	1	\$ 550.00	\$ 550.00	1	-	\$ -
Restoration	ACRE	5	\$ 750.00	\$ 3,750.00	5	-	\$ -
CB Inlet Protection - In Street	EACH	10	\$ 265.00	\$ 2,650.00	10	-	\$ -
CB Inlet Protection - In Back Yard	EACH	3	\$ 370.00	\$ 1,110.00	3	-	\$ -
Inlet Protection Cleaning	EACH	26	\$ 50.00	\$ 1,300.00	26	-	\$ -
SUBTOTAL SCHEDULE D - STREET CONSTRUCTION				\$ 556,022.50			\$ 57,454.00

SUMMARY	CONTRACT AMONT	CURRENT	TOTAL
SCHEDULE A - SANITARY SEWER	\$ 96,786.90	\$ -	\$ -
SCHEDULE B - WATERMAIN	\$ 129,194.00	\$ -	\$ -
SCHEDULE C- STORM SEWER	\$ 185,220.00	\$ -	\$ -
SCHEDULE D - STREET CONSTRUCTION	\$ 556,022.50	\$ -	\$ 57,454.00
TOTAL	\$ 967,223.40	\$ -	\$ 57,454.00

ITEM:

Approval of RFP for Audit Services

PREPARED BY:

Zach Doud, City Administrator

POLICY DECISION / ACTION TO BE CONSIDERED:

Approval of RFP for Audit Services

BACKGROUND:

Fiscal Responsibility is a key component of operating an effective City and ensuring that our costs for an annual service are within a reasonable amount of the normal market is a key way to do this. The city has not gone out for a market reasonableness test (RFP or Request for Proposal) for audit services in just short of 20 years.

With that being said, City staff is not unhappy with our current auditor, as a matter of fact we have been pleased with the work they have completed over the last several years. However, it is important to do a market check on where costs are today and what can be offered in the market, thus the need for an RFP for Audit Services.

City staff will list this RFP on the League of Minnesota Cities and will send out directly to a number of local audit service providers to see if they are interested in the City of Dayton to provide those services to.

CRITICAL ISSUES:

There are no outstanding issues.

RELATIONSHIP TO COUNCIL GOALS:

Foster a Safe and Welcoming Community

RECOMMENDATION:

Approval of RFP for Audit Services

ATTACHMENT(S):

RFP for Audit Services



City of Dayton, Minnesota

12260 South Diamond Lake Rd

Dayton, MN 55327

www.cityofdaytonmn.com

Request for Proposals

Professional Auditing Services

Fiscal years Ending 2025

Zach Doud

City Administrator/Finance Director

763-323-4010

zdoud@daytonmn.gov

**CITY OF DAYTON
REQUEST FOR PROPOSALS**

TABLE OF CONTENTS

- I. Introduction**
 - A. General Information**
 - B. Term of Engagement**
 - C. Subcontracting**

- II. Nature of Services Required**
 - A. Scope of Work to be Performed**
 - B. Auditing Standards to be Followed**
 - C. Reports to be Issued**
 - D. Additional Nonaudit Services**
 - E. Special Considerations**
 - F. Retention of Workpapers and Access to Working Papers**

- III. Description of the City of Dayton**

- IV. Time Requirements**
 - A. Anticipated Proposal Calendar**
 - B. Notification**
 - C. Schedule for Audit Completion**

- V. Assistance to be Provided to the Auditor and Report Preparation**
 - A. Finance Department Assistance**
 - B. Report Preparation**

- VI. Proposal Requirements**
 - A. General Requirements**
 - B. Audit Proposal**
 - C. Dollar Cost Proposal**

- VII. Evaluation Procedures**
 - A. Selection Committee**
 - B. Evaluation Criteria**
 - C. Oral Presentations**
 - D. Final Selection**
 - E. Right to Reject Proposals**

- VII. Appendices**
 - A. Proposer Guarantees and Warranties**
 - B. Schedule of Professional Fees and Expenses**

**CITY OF DAYTON
REQUEST FOR PROPOSALS**

I. INTRODUCTION

A. General Information

The City of Dayton (the City) is requesting proposals from qualified Certified Public Accountant firms to audit its annual financial statements for the fiscal year ending December 31, 2025, with the option, upon mutual agreement, of auditing the financial statements for each of the four subsequent fiscal years. The audit of the City is to be performed in accordance with generally accepted auditing standards. The city may require a single audit in year of the engagement.

There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. The City of Dayton shall not be liable for any expenses incurred by the applicant including but not limited to expenses associated with the preparation of the proposal, attendance at the interviews, preparation of a compensation (fees) schedule or final contract negotiations.

To be considered, one master hard copy of the proposal must be mailed or delivered to the contact listed below and received prior to the deadline. In addition, email an electronic version of the proposal to the contact below:

City of Dayton
Attn: Zach Doud
City Administrator/Finance Director
12260 South Diamond Lake Rd,
Dayton, MN 55327
763-323-4010(direct)
zdoud@cityofdaytonmn.gov

The proposal must be received no later than 4:00 PM on August 29, 2025.

The City reserves the right without prejudice to reject any or all proposals submitted. Proposals submitted will be evaluated by a three-member Selection Committee consisting of:

- the City Administrator
- the Assistant City Administrator
- the Accountant

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. Firms may be requested to make oral presentations to the Selection Committee as part of the final evaluation process.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected.

It is anticipated the selection of a firm will be completed by September 12, 2025. Following the notification of the selected firm, it is expected a contract will be executed between both parties following the September 23, 2025, meeting of the City Council.

B. Term of Engagement

A five year contract is proposed, subject to an annual review by the City. It is anticipated the City's will request proposals every five years. In the event of unsatisfactory performance, or when in the best interest of the City, proposals may be solicited before the end of the five year period. The City reserves the right to provide 90 day notice of the City's intent to terminate the agreement and select a new auditing firm.

C. Subcontracting

No subcontracting will be allowed without the express prior written consent of the City.

II. NATURE OF SERVICES REQUIRED

A. Scope of Work to be Performed

A copy of the City's 2024 Annual Financial Report is available on the City's website <https://cityofdaytonmn.com/departments/finance/>. The scope of work to be performed will be consistent with the audit performed in 2024. The City will be looking to complete a Comprehensive Annual Financial Report for the year ending December 31, 2025.

The City desires the auditor to express an opinion on the fair presentation of its basic financial statements in conformity with governmental accounting principles generally accepted in the United States of America.

For the City, the auditor is required to audit the basic financial statements, combining and individual fund statements. The auditor is not required to audit the statistical section of the report.

B. Auditing Standards to be Followed

To meet the requirements of this request for proposals, the audit shall be performed in accordance with auditing standards generally accepted in the United States of America; the standards set forth by the American Institute of Certified Public Accountants; the standards for financial audits set forth in the U.S. Government Accountability Office's (GAO) *Government Auditing Standards*, the provisions of the federal Single Audit Act Amendments of 1996 and U.S. Office of Management and Budget (OMB) Circular A-133, and the minimum procedures for auditors of local governments prescribed by the Office of the State Auditor pursuant to Minn. Stat. 6.65.

C. Reports to be Issued

The auditor shall prepare the following reports at the completion of the audit:

- Issue an opinion letter on the City's basic financial statements in conformity with accounting principles generally accepted in the United States of America.
- Issue a report on the consideration of the City's internal controls over financial reporting.
- Issue a report on compliance with applicable laws and regulations.
- Communicate in a letter to management any reportable conditions found during the audit.

- If a single audit is needed, issue an auditor's report on the internal control over compliance for major federal programs, an opinion on compliance with requirements applicable to each major federal program, and a summary of auditor's results and a schedule of findings and questioned costs, if any, required by OMB.
- Present opinion, procedures, and overview of the City's financial condition to the City Council.

D. Additional Nonaudit Services

Nonaudit services anticipated in addition to audit services is the drafting of the Comprehensive Annual Financial Report. Management will review the work performed and assist in the process. Additionally, assistance with GASB 87 and GASB 96 will be needed. Additional nonaudit services are not anticipated but can be performed as allowed and desired upon the mutual consent and agreement of compensation between the City and selected firm.

E. Special Considerations

1. The City, due to the ease preparation, will rely on the auditors for assistance in preparing the financial statements. The City will also rely on the expertise of the auditor to inform the City of changes in auditing standards and regulations which may require the auditor to change the scope of work in the future.
2. The City will send its comprehensive annual financial report to the GFOA for review in their Certificate of Achievement for Excellence in Financial Reporting program. The City has not submitted or received the GFOA Certificate of Achievement for Excellence in Financial Reporting but intends to submit a report for the award for the year ending December 31, 2022. It is anticipated that the auditor will be required to provide assistance to the City to meet the requirements of this program.
3. The City requires a minimum of one meeting each calendar year, outside of the audit work. These meetings will be used to update each party and discuss subjects of mutual interest.

F. Retention of Workpapers and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of six (6) years, unless the firm is notified in writing by the City of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees: City of Dayton, State Auditor's Office, U.S. General Accounting Office (GAO), Federal Cognizant Agency, and parties designated by the federal or state governments or by the City of Dayton as part of an audit quality review process.

All data relating to the audit, including work papers, will be subject to the same data classifications that apply under Minn. Stat. § 6.715. The auditor conducting a City audit must provide access to such data relating to the audit and is liable for unlawful disclosure of the data as if it were a government entity under Minn. Stat.ch. 13.

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

III. DESCRIPTION OF THE CITY OF DAYTON

The City of Dayton was organized as a Minnesota Municipal Corporation in 1975. Dayton is located along the shores of the Crow and Mississippi Rivers and is shared between Hennepin and Wright Counties. We are a progressively growing community with a population of approximately 10,744 (based on the 2024 Census). Dayton is located along the I-94 corridor and is only 20 minutes from downtown Minneapolis, and 30 minutes from downtown St. Paul. Dayton encompasses an area of 25.18 square miles.

The city operates under the “Optional Plan A” form of government as defined in Minnesota Statutes. Under this plan, the government of the city is directed by a city council composed of an elected mayor and four elected city council members. The city council exercises legislative authority and determines all matters of policy. The city council appoints personnel responsible for the proper administration of all affairs relating to the city. Council members serve four-year terms, with two members elected every two years. The mayor is elected for a four-year term. The mayor and members of the city council are elected at large.

More detailed information on the government, fund structure and operations can be found in the Budget Document and in the 2024 Annual Financial Report which can be found on the City’s website at <https://cityofdaytonmn.com/departments/finance/>

The City’s finance department staffing levels are adequate to provide an appropriate level of internal controls. Most of the finance staff has over 5 years of experience with governmental accounting. The City does not maintain an internal audit function other than internal checks performed by the Finance Department. There was one audit findings in 2024 related to segregation of accounting duties.

The City uses BS&A Systems financial software with a full range of fully integrated accounting and human resource module.

Interested proposers who wish to review prior years’ audit reports and management letters can find them on the City’s website. The City of Dayton will use its best efforts to make prior audit reports and supporting working papers available to proposers to aid their response to this request for proposal. The City and proposers recognize and agree that all actions related to government data must comply with the Minnesota Government Data Practices Act, Minn. Stat. ch. 13.

IV. TIME REQUIREMENTS

A. Anticipated Proposal Calendar

The following is a list of key dates regarding the selection process:

1. Due date for Proposals.....August 29, 2025
2. Finalist Interviews, as necessary.....September 8-12, 2025
3. Contract consideration by the City Council.....September 23, 2025

B. Notification

It is anticipated that the staff recommended firm will be notified prior to September 17, 2025.

C. Schedule for Audit Completion

Interim Work & Audit Plan - The City has a standard set of workpapers that it prepares each year for the audit. The auditor shall provide City of Dayton an audit plan and a list of any additional

schedules to be prepared by the City of Dayton prior to December 15. The schedule for interim work will be determined upon completion of selection process.

Fieldwork & Final Report Due Dates - The City of Dayton will have its accounting records ready for audit and a draft of the fund statements by the end of March. At a minimum, the auditor will be required to meet the following dates:

1. Fieldwork completion no later than April 15.
2. Draft audit reports & findings to management at least one week prior to delivery presentation to budget and finance committee.
3. Presentation to City Council at a regular council meeting before June 30 (drafts to be delivered on the Wednesday prior to the meeting).

V. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

A. Finance Department Assistance

Finance Department staff and responsible management personnel will prepare the necessary workpapers and be available during the audit to assist the firm by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of the City as directed by the auditor.

B. Report Preparation

Comprehensive Annual Financial Report preparation and printing will be done by the Auditor.

VI. PROPOSAL REQUIREMENTS

A. General Requirements

1. Inquiries

Inquiries concerning the request for proposals and the subject of the request for proposals must be addressed in writing to:

Zach Doud
City Administrator/Finance Director - City of Dayton
zdoud@daytonmn.gov
12260 South Diamond Lake Rd
Dayton, MN 55327

All responses, questions, and correspondence should be directed to Zach Doud. In the interest of fairness to all respondents, do not contact other staff or elected or appointed officials.

In the interest of a consistent approach, if the City receives a question or request for clarification from a prospective firm, the City may send its response to all potential firms. Written questions on the RFP will be accepted until Tuesday, August 19, 2025 at 5:00 PM to allow time for staff to respond in writing to all holders of this RFP. Written questions submitted after Tuesday, August 19, 2025 at 5:00 PM may go unanswered.

2. Submission of Proposals

The following material is required to be received by August 29, 2025 at 4:00PM for a proposing firm to be considered:

i. Title Page

Title page showing the request for proposals subject; the firm's name; the name, address and telephone number of the contact person; and the date of the proposal.

ii. Table of Contents

iii. Transmittal Letter

A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be the best qualified to perform the engagement, and a statement that the proposal is a firm and irrevocable offer for the five year period.

iv. Detailed Proposal

The detailed proposal should follow the order set forth in Section VI.B. of this request for proposals.

1. Executed copy of the Proposer Guarantees and Warranties (attached to this request for proposal – Appendix A)
2. Schedule of Professional Fees and Expenses for the Audit (attached to this request for proposal – Appendix B)

B. Audit Proposal

1. General Requirements

The purpose of the proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of the City in conformity with the requirements of this request for proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to the engagement. It should also specify an audit approach that will meet the request for proposals requirement.

The proposal should address all the points outlined in the request for proposal. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for proposal. While additional data may be presented, the following subjects, items 2 through 9, must be included. They represent the criteria upon which the proposal will be evaluated.

2. Independence

The firm should provide an affirmative statement that it is independent of the City as defined by the generally accepted auditing standards.

3. License to Practice in Minnesota

An affirmative statement should be included that the firm and all assigned key professional staff are properly licensed to practice in Minnesota.

4. Firm Qualifications and Experience

The proposal should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed, and the number and nature of the professional staff to be employed in this engagement on a full-time basis and on a part-time basis.

The firm is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.

The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

5. Partner, Supervisory, and Staff Qualifications and Experience

The proposal should identify the principal supervisory and management staff, including engagement partners, managers, other supervisors, and specialists, who would be assigned to the engagement. Indicate whether each such person is registered or licensed to practice as a certified public accountant in Minnesota. Provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

Engagement partners, managers, other supervisory staff, and specialists may be changed if those personnel leave the firm, are promoted, or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the City. Other audit personnel may be changed at the discretion of the firm if replacements have substantially the same or better qualifications or experience.

6. Similar Engagements with Other Government Entities

Describe the firm's experience with local government audits and audits of federal programs. For the firm's office that will be assigned responsibility for the audit, list the most significant engagements performed in the last three years that are like the engagement described in this request for proposal and are cities awarded the GFOA Certificate of Achievement for Excellence in Financial Reporting. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact. Specifically identify those engagements at which the managers and other supervisors who will be assigned to this engagement have worked.

7. Specific Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed. Firms should provide the following information on their audit approach:

- a. Proposed timing and segmentation of the engagement
- b. Level of staff and number of hours to be assigned to each proposed segment of the engagement
- c. Sample sizes and to the extent to which statistical sampling is to be used in the engagement
- d. Extent of use of computer software in the engagement
- e. Type and extent of analytical procedures to be used in the engagement
- f. Approach to be taken to gain and document an understanding of the City's internal control over financial reporting and internal control structure
- g. Approach to be taken in determining laws and regulations that will be subject to compliance test work
- h. Approach to be taken in drawing audit samples for purposes of tests of compliance

8. Identification of Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems, and any special assistance that will be requested from the City.

Specifically include firm's response to the pandemic and changes in data security protocols. Please address remote workforce collaboration with clients during fieldwork.

9. The proposal should include acknowledgement of the required audit schedule and a statement as to the firm's ability to meet the schedule.

C. Dollar Cost Proposal (Appendix B)

1. Total All-inclusive Maximum Price

The City will not be responsible for expenses incurred in preparing and submitting the proposal. Such costs should not be included in the proposal.

The dollar cost proposal should specify all pricing information relative to performing the audit engagement as described in this request for proposal. The total all-inclusive maximum price is to include all direct and indirect costs, including all out-of-pocket expenses for each of the years ending 2022-2026.

2. Rates by Partner, Specialist, Supervisory and Staff Level Times Hours Anticipated for Each

The dollar cost bid should include a schedule of professional fees and expenses, presented in the format provided in the attachment (Appendix B) that supports the total all-inclusive maximum price.

3. Single Audit

Since the Single Audit work is based on the requirements of individual grants which may vary, the cost of the Single Audit may be stated separately and may be based on an hourly rate and estimated minimum hours needed to complete a basic Single Audit.

4. Rates for Additional Professional Services

If it should become necessary for the City to request the auditor to render any additional services to either supplement the services requested in this RFP or to perform additional work because of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City and the firm. Any such additional work agreed to between the City and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the dollar cost bid.

5. Manner of Payment

Progress payments will be made based on hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's dollarcost proposal. Interim billings shall cover a period of not less than one calendar month.

VII. EVALUATION PROCEDURES

A. Selection Committee

Proposals submitted will be evaluated by a three-member Selection Committee consisting of the City Administrator, Assistant City Administrator, and Accountant.

B. Evaluation Criteria

Proposals will be evaluated using three sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated and scored for both technical qualifications and price. The following represent the principal selection criteria that will be considered during the evaluation process:

1. Mandatory Elements
 - a. The audit firm is independent and licensed to practice in Minnesota.
 - b. The audit firm's professional personnel have received adequate continuing professional education within the preceding three years.
 - c. The firm has no conflict of interest with regard to any other work performed by the firm for the City.
 - d. The firm adheres to the instructions in this request for proposal on preparing and submitting the proposal.
 - e. The firm submits a copy of its last external quality control review report, including any letter of comments. The firm must have a record of quality work.

2. Technical Qualifications
 - a. Expertise and Experience
 - i. The firm exhibits expertise based on past experience and performance on comparable government engagements.
 - ii. The firm has demonstrated an ability to assist its governmental clients in attaining and retaining the GFOA Certificate of Achievement in Financial Reporting.
 - iii. The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.
 - iv. Location of the offices performing the work and availability/responsiveness of staff, as derived from the written proposal.

- b. Audit Approach
 - i. Adequacy of proposed staffing plan for various segments of the engagement
 - ii. Adequacy of analytical procedures and sampling techniques
 - iii. Ability to meet desired timing of engagement and scheduled deadlines
- c. Pandemic Response
 - i. The firm exhibits expertise based on experience and performance during pandemic.
 - ii. Adequacy of proposed response to a pandemic-type situation plan with possibility of remote workforce communication and collaboration.
 - iii. Files are transferred using a secure connection.

3. Price Consideration

The cost of the audit for the years 2025-2029 should be calculated on the "Schedule of Professional Fees and Expenses" (Appendix B). Cost will not be the only factor the review committee will use to evaluate proposing firms.

C. Oral Presentations

During the evaluation process, the Selection Committee may, at its discretion, request any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the Selection Committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

D. Final Selection

The City intends to select a firm based upon the recommendation of the Selection Committee. It is anticipated that the Council will approve the recommended firm on September 23, 2025.

E. Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected. The City reserves the right, without prejudice, to reject any or all proposals.

APPENDIX A

PROPOSER GUARANTEES AND WARRANTIES

1. The proposer certifies it can and will provide, as a minimum, all services set forth in the proposal.
2. Proposer warrants that it does not have any conflicts of interest with the City of Dayton, its management staff, or its elected officials.
3. Proposer warrants that the firm and all assigned key professional staff are properly licensed to practice in the state of Minnesota.
4. Proposer warrants that it is willing to and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees, or agents thereof.
5. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City of Dayton.
6. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

APPENDIX B

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
FOR THE AUDITS OF 2025-2029 FINANCIAL STATEMENTS
CITY OF DAYTON

<u>Position</u>	<u>Hours</u>	<u>Standard Hourly Rates</u>	<u>Proposed Hourly Rates</u>	<u>Total</u>
Partner		\$	\$	\$
Manager(s)				
Supervisor(s)				
Staff				
Other People				
Expenses				
Other Costs	_____			_____
Subtotal – City Audit	=====			\$ =====
Annual Comprehensive Financial Report Preparation				\$ =====
	<u>Hours</u>	<u>Average Rate</u>		<u>Total</u>
Single Audit	=====	\$		\$ =====

Fiscal Year Ending December 31,	Audit of Annual Comprehensive Financial Report (Max Price)	Annual Comprehensive Financial Report Prep	Single Audit Cost, if required
2025	\$ -	\$ -	\$ -
2026	-	-	-
2027	-	-	-
2028	-	-	-
2029	-	-	-
Total	\$ =====	\$ =====	\$ =====

PRESENTER: Marty Farrell

ITEM: Approve payment of Pay Application #1 for Park Improvements Projects for the sum of \$170,750.45

PREPARED BY: Martin Farrell

BACKGROUND: Staff solicited bids from contractors for the Park Improvements Project for Area 21 Park, Lone Gardens upgrades and Elsie Stephens Phase 3. The bids were separated into base bids and multiple alternates for each of the Parks to help with spending limited dollars appropriately.

Bid packages were posted on March 3 2025, and the bid opening scheduled for March 27 2025. Staff held the bid opening and received 6 competitive bids. The bids were analyzed for Low Base Bid and various scenarios with the Alternates. Staff and Paul Kangas presented the low bids and alternates to the Park Commission on 4-1-2025 for their recommendation of which alternates to accept to determine the low bid.

The Park Commission recommended including PSA A retaining walls and Landscape, PSA-B concrete edger around the sand volleyball court, PSA D Tree Plantings, IOG-A tree plantings, ESPAA all base bid, ESP-A West Parking Lot, ESP-B Gate at Historic Entrance. Subsequently Council removed Elsie Stephens Park from the Contract along with alternates and Tree plantings at Lone Gardens and Area 21 Park.

CRITICAL ISSUES: Meets City Strategic Initiative to “Foster a Safe and Welcoming Community”.

BUDGET IMPACT: Funded from Fund 405 Park Dedication Funds \$1,850,000 and Irrigation Funded from Water Fund 601 \$225,000

Revised Contract Bid	\$1,026,918.68
Construction Management @ 6%	\$61,615
Contingency @ 7%	\$65,000
Total Project Cost	\$1,153,533.68

RECOMMENDATION: N/A

ATTACHMENT(S): Project Spreadsheet, Pay application #1

AS OF 07-16-25		
Contract Balances to Project Close Out		
Custom Builders	\$	856,168.23
Construction Management	\$	61,615.00
Remaining Contract Balances Total		
	\$	917,783.23
Project Starting Balance	\$	1,153,533.68
Minus total pay apps to date	\$	(170,750.45)
Remaining Project Balance		
	\$	982,783.23
Remaining Project Balance	\$	982,783.23
Minus remaining Contract Balances	\$	(917,783.23)
Contingency		
	\$	65,000.00

APPLICATION AND CERTIFICATE FOR PAYMENT (Instructions on reverse side)

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

PROJECT: 2025 Park Improvements
 #21 Neighborhood/Stone Gardens Parks
 Dayton, MN 55327

FROM CONTRACTOR: Custom Builders, Inc.
 12383 234th St
 Cold Spring, MN 55320

DATE: 7-16-2025

DATE OF BIRTH: 7-16-2025

DATE OF DEATH: 7-16-2025

DATE OF MARRIAGE: 7-16-2025

DATE OF DIVORCE: 7-16-2025

DATE OF SEPARATION: 7-16-2025

DATE OF RESIGNATION: 7-16-2025

DATE OF RETIREMENT: 7-16-2025

DATE OF TERMINATION: 7-16-2025

DATE OF DEATH: 7-16-2025

DATE OF DIVORCE: 7-16-2025

DATE OF SEPARATION: 7-16-2025

DATE OF RESIGNATION: 7-16-2025

DATE OF RETIREMENT: 7-16-2025

DATE OF TERMINATION: 7-16-2025

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 1,026,918.68

2. Net Change by Change Orders \$

3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,026,918.68

4. TOTAL COMPLETED & STORED TO DATE \$ 179,737.92
 (Column G on G703)

5. RETAINAGE:
 a. 5% of Completed Work \$ 8,986.87
 (Column D + E on G703)
 b. % of Stored Material \$
 (Column F on G703)
 Total Retainage (Line 5a + 5b or Total in Column I of G703) \$ 8,986.87

6. TOTAL EARNED LESS RETAINAGE \$ 170,750.45
 (Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
 (Line 6 from prior Certificates) \$ 0.

8. CURRENT PAYMENT DUE \$ 170,750.45

9. BALANCE TO FINISH, INCLUDING RETAINAGE
 (Line 3 less Line 6) \$ 856,168.23

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

CONTRACTOR'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 170,750.45
 (Attach explanation of amount certified and on the Computation Sheet that are changed to all figures on this Application and on the Computation Sheet that are changed to conform to the amount certified.)

By: *[Signature]* Date: 7-16-2025
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptability of payment are without prejudice to any rights of the Owner/Architect under this Contract.

NOTARY PUBLIC
 Melissa Ann Grams
 NOTARY PUBLIC
 MINNESOTA
 My Commission Expires Jan. 31, 2026

ITEM:

Consideration of an Amendment to the Dayton Zoning Code Section 1001.35 Accessory Buildings and Structures, related to Accessory Building Height in the Agricultural Districts.

PREPARED BY:

Hayden Stensgard, Planner II

BACKGROUND:

Stemming from a building permit recently submitted to construct an accessory building in the A-1, Agricultural District, it was found that these structures in Agricultural districts are limited to the height of the principal dwelling on the property, and the only means to exceed that height is through the Variance process. Whereas, the residential districts allow for accessory structures to exceed the principal dwelling height through a Conditional Use Permit, not to exceed 35 feet, which is the standard maximum for principal dwelling height in residential districts. Upon review of a Variance request for that previously mentioned building permit, the Planning Commission and City Council agreed that this is a discrepancy in the code language that sets a more limited standard in the agricultural districts than the residential district related to accessory structures, and directed staff to address this discrepancy through an amendment to the Zoning Ordinance.

ANALYSIS:

The proposed ordinance amendment directly reflects the standards for accessory structure height in the residential districts for the agricultural districts. Property owners would be able to apply for a building permit for an accessory structure matching the height of the principal dwelling on the property, or less, without needing a Conditional Use Permit. If they wish to propose a building exceeding that height, a Conditional Use Permit would be required. Through the Conditional Use Permit process, the expectation is to review the CUP request with the identified height of the accessory structure at the time of application submittal, rather than reviewing it as an arbitrary height not to exceed 35 feet.

(1) *Conditional use permit.* No building permit shall be issued for the construction of detached accessory buildings on an agriculture-zoned parcel exceeding the limits stated below and the underlying zoning district’s impervious surface limit, except by conditional use permit.

A-1, Agricultural District	
A-2, Agricultural District	
S-A, Special Agricultural District	
Setbacks	
Front, side or rear to a street	30 feet
Front, side or rear to an arterial street	50 feet
Side yard	10 feet
Rear yard	10 feet
*Accessory building height shall not exceed the principal dwelling height, be limited to the height of the principal dwelling on the property, or 35 feet, whichever is less.	

CITY COUNCIL REGULAR MEETING

RELATIONSHIP TO COUNCIL GOALS

Not specific to any City Council goals.

PLANNING COMMISSION MEETING

The Planning Commission reviewed this item at their July 10 regular meeting, and unanimously recommended approval of the ordinance amendment as proposed with minimal discussion.

RECOMMENDATION:

Staff recommends approval of the ordinance amendment as written.

ACTION:

The City Council has the following options:

- A. Motion to adopt the Ordinance Amendment as written.
- B. Motion to deny the Ordinance with findings of fact to be provided by the City Council.
- C. Motion to table action on the item with direction to be provided to the applicant and staff by the City Council.

ATTACHMENT(S):

Ordinance Amendment

**ORDINANCE NO. 2025-16
CITY OF DAYTON
HENNEPIN AND WRIGHT COUNTIES, MINNESOTA
STATE OF MINNESOTA**

**AN ORDINANCE AMENDING THE DAYTON ZONING ORDINANCE SECTION
1001.35 ACCESSORY STRUCTURES AND BUILDINGS**

SECTION 1. AMENDMENT. Dayton Zoning and Subdivision Code Section 1001.35 Accessory Buildings and Structures is hereby amended by adding the underlined material as follows:

1001.35 ACCESSORY BUILDINGS AND STRUCTURES

...

Subd. 4 Agricultural Districts

(1) *Conditional use permit.* No building permit shall be issued for the construction of detached accessory buildings on an agriculture-zoned parcel exceeding the limits stated below and the underlying zoning district’s impervious surface limit, except by conditional use permit.

(2) *Site plan approval.*

a. *Building permit required.* Detached accessory buildings greater than 200 square feet in floor area shall require a building permit. The Building Official shall review the site plan and construction drawings to determine compliance with the Building Code and other applicable ordinances, laws, and regulations.

(3) *Setbacks and encroachment.*

<i>A-1, Agricultural District</i>	
<i>A-2, Agricultural District</i>	
<i>S-A, Special Agricultural District</i>	
<i>Setbacks</i>	
Front, side or rear to a street	30 feet
Front, side or rear to an arterial street	50 feet
Side yard	10 feet
Rear yard	10 feet
*Accessory building height shall not exceed the principal dwelling height <u>be limited to the height of the principal dwelling on the property, or 35 feet, whichever is less.</u>	

(4) *Accessory building performance standards.*

a. Accessory buildings and structures constructed for agricultural purposes in Agricultural Districts (A-1, A-2, S-A) are permitted as impervious coverage allows in Section 1001.05 Subdivisions 9 and 10.

b. On parcels of less than 1 acre there shall be no more than 2 detached accessory structures and the total area of all detached accessory buildings shall not exceed the footprint of the principal dwelling.

c. The footprint of the principal building includes attached garage area, if any.

d. The exterior materials for residential accessory buildings must be comparable to the exterior materials of the principal dwelling on lots below 1 acre in size.

e. No new accessory structures are permitted on the non-homestead outlot. Existing structures at the time of creation of the outlot will become legal non-conforming structure.

...

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

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

Mayor Dennis Fisher

ATTEST:

Amy Benting, City Clerk

Motion by _____ Seconded by _____

Motion passed _____

Published in THE PRESS on _____.

ITEM:

Consideration of an Amendment to the Dayton Zoning Code Section 1001.062 Special Requirements in All Industrial Districts, related to Outdoor Storage Surfacing Requirements

PREPARED BY:

Hayden Stensgard, Planner II

BACKGROUND:

Following the review of a Concept Preliminary Plat for a contractor’s operation in the I-1, Light Industrial District, the City Council directed staff to explore an ordinance amendment addressing the surfacing requirements for outdoor storage areas in the I-1, Light Industrial District. The concept plan proposed a portion of the outdoor storage area to be surfaced with class II aggregate material due to limiting potential damage to paved surfaces when maneuvering the site with tracked equipment. Both the Planning Commission and City Council expressed verbal support for the use of the material, but did not wish to proceed with a Variance from this standard, nor review the plan as part of a Planned Unit Development, essentially the only two options that offer flexibility from the Zoning Ordinance. Subsequently, City staff has drafted an amendment to this section of the ordinance to allow for flexibility from the current surfacing standards for outdoor storage.

ANALYSIS:

Outdoor storage in industrial districts within the City are allowed as an accessory use by way of a Conditional Use Permit. Currently, the standards in the code only allow for outdoor storage to be surfaced with a paved material, such as asphalt or concrete. The code does not allow for the use of other surfacing material. The proposed code amendments read as part of the ordinance as follows:

b. The outdoor storage area shall be paved, fenced, and adequately screened. Screening shall be at a minimum of 8 feet in height, at time of installation from street level view and around the perimeter of the open storage area by means of a combination of fencing, landscaping, berming, and/or building placement. Landscaping shall be placed outside and along the perimeter of the fence to soften the appearance of the fence. Landscaping shall consist of a minimum of 2 trees and 5-10 shrubs per 100 feet of fence.

1. Consideration may be given to allow a portion of the outdoor storage area to be surfaced with crushed aggregate or recycled asphalt through the Conditional Use Permit review. Such surfacing shall be of a dustless material.

Being that all new outdoor storage accessory uses require a Conditional Use Permit, the opportunity for the Planning Commission and City Council to review these on a case-by-case basis is already established. Similar to most surrounding communities requiring a Conditional Use Permit for Outdoor Storage as an Accessory Use, below is also a table that compares surfacing requirements in those surrounding communities.

City	Surfacing Requirements for Outdoor Storage
Anoka	Must be a dustless material.
Brooklyn Park	Must be paved.

CITY COUNCIL REGULAR MEETING

Champlin	Not promoted in City Code, can be approved on a case-by-case basis with strict requirements.
Corcoran	Requires paving unless approved by the City Council.
Maple Grove	Must be paved.
Ramsey	Paved or dustless material in I-2. Requires paving in I-1.
Rogers	Must be paved.

Allowing for dustless materials when surfacing outdoor storage areas in Dayton would not appear to set a precedent in the area, as Ramsey, Corcoran, and Anoka allow this in some capacity. This does put the responsibility on City staff to work with developers on identifying an area of non-paved area with an understandable reason, and the Planning Commission and City Council would bear the responsibility of determining whether such request is reasonable in nature by way of the Conditional Use Permit.

RELATIONSHIP TO COUNCIL GOALS

Not specific to any City Council goals.

PLANNING COMMISSION MEETING

The Planning Commission unanimously voted to recommend approval of the attached ordinance with minimal discussion

RECOMMENDATION:

If the Planning Commission and City Council feel that flexibility should be offered in regard to surfacing requirements for Outdoor Storage in the I-1 District, staff recommends approval of the ordinance amendment as written.

ACTION:

The City Council has the following options:

- A. Motion to adopt the Ordinance Amendment as written.
- B. Motion to deny the Ordinance Amendment with revisions identified by the City Council.
- C. Motion to table action on the item with direction to be provided to the applicant and staff by the City Council.

ATTACHMENT(S):

Ordinance Amendment

ORDINANCE NO. 2025-15
CITY OF DAYTON
HENNEPIN AND WRIGHT COUNTIES, MINNESOTA
STATE OF MINNESOTA

AN ORDINANCE AMENDING THE DAYTON ZONING ORDINANCE SECTION
1001.062 SPECIAL REQUIREMENTS IN ALL INDUSTRIAL DISTRICTS

SECTION 1. AMENDMENT. Dayton Zoning and Subdivision Code Section 1001.062 Special Requirements in All Industrial Districts is hereby amended by adding the underlined material as follows:

1001.062 SPECIAL REQUIREMENTS IN ALL INDUSTRIAL DISTRICTS

...

(4) Outdoor storage, which is accessory to the principal use, shall be subject to the following standards:

a. A permanent structure is required on the parcel.

b. The outdoor storage area shall be paved, fenced, and adequately screened. Screening shall be at a minimum of 8 feet in height, at time of installation from street level view and around the perimeter of the open storage area by means of a combination of fencing, landscaping, berming, and/or building placement. Landscaping shall be placed outside and along the perimeter of the fence to soften the appearance of the fence. Landscaping shall consist of a minimum of 2 trees and 5-10 shrubs per 100 feet of fence.

1. Consideration may be given to allow a portion of the outdoor storage area to be surfaced with crushed aggregate or recycled asphalt through the Conditional Use Permit review. Such surfacing shall be of a dustless material.

c. The area devoted to outdoor storage shall be limited to 20% of the net area or the net land area of 2 acres of the lot as measured by the fenced, paved area excluding drive aisles in the fenced area to service the improvements (i.e. vehicle parking stalls to meet the parking requirement and/or loading areas associated with docks or drive-in doors) and shall be limited to the smaller of the 2 measurements.

d. Pole mounted lighting shall be limited to 20 feet in height. All light fixtures shall be downcast style fixtures. Reflected glare or spill light from all exterior lighting shall not exceed 0.1 foot-candle measurement on the property line when adjoining residential zoned and 1 foot-candle measure on the property line when such line adjoins a similar zone and land use.

e. All non-storage parking areas shall comply with the parking lot landscape requirements in Section [1001.19](#).

f. Business activities related to the outdoor storage area shall be limited to 7:00 a.m. to 10:00 p.m. for those abutting a residential property line. Vehicles shall not be left idling for long periods of time.

g. Developer shall submit site plans and sections illustrating sightlines from grade level view of properties and public view through the Conditional Use Permit process.

h. The site plan for the outdoor storage area shall be subject to review by the City Engineer for applicable stormwater management requirements.

i. Outdoor Storage areas shall not be adjacent to roads classified as either major or minor arterials and the storage area shall not abut any land guided residential.

...

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

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

Mayor Dennis Fisher

ATTEST:

Amy Benting, City Clerk

Motion by _____ Seconded by _____

Motion passed _____

Published in THE PRESS on _____.

ITEM:

Concept Plan, 18100 118th Avenue (Curbside Waste)

APPLICANT/PRESENTER:

Matt Herman, Curbside Waste

PREPARED BY:

Jon Sevald, Community Development Director

POLICY DECISION / ACTION TO BE CONSIDERED:

As a Concept Plan, there typically is not the level of detail expected with a CUP/IUP, Site Plan, or Preliminary Plat. Councilmembers should provide individual comments and suggestions. The general intent is to provide feedback if there is support for the project, prior to the applicant spending money on detailed plans and formal applications.

BACKGROUND:

Curbside Waste received a Conditional Use Permit (CUP) in 2022 for a Residential/Commercial Yard Waste Transfer Station. Operations began in April 2025.

In April 2025, Curbside applied to the Minnesota Pollution Control Agency (MPCA) to accept construction and demolition waste, municipal solid waste, and single-stream recycling. The project will require an Environmental Assessment Worksheet (EAW), Ordinance Amendment, and Conditional Use Permit. No physical changes to the site or buildings are planned. The only change is the type of waste that could be accepted. Currently, the facility is operating at about 25%-30% capacity (10 trucks per day) but can handle 30-40 trucks per day. The alternative to not diversifying types of waste is to bring in more yard waste trucks. The capacity would still be 40 trucks per day, but all yard-waste vs. trucks of varying wastes.

Similar facilities include:

- Waste Management Transfer Station (Maple Grove)
- Hennepin County Recycling Center and Transfer Station (Brooklyn Park)
- Republic Services Transfer Station (Blaine)

CRITICAL ISSUES:

EAW

Curbside will submit an Environmental Assessment Worksheet (EAW) application. The Environmental Quality Board (EQB) will serve as the Local Government Unit (LGU), taking action on the EAW. The City's role will be to provide comments (similar to public comments). The EAW process will take 12-14 months. No city action can take place until the EQB takes action on the EAW.

Ordinance Amendment

The property is zoned I-1 Light Industrial. *Commercial and Residential Yard Waste Transfer Station requires a Conditional*

*Use Permit (CUP)*¹. The City Code would be amended to allow other types of waste as a CUP in the I-1 district.

Conditional Use Permit Concurrent or after the City Code amendment, a CUP could be approved. Conditions should include restrictions that would alleviate potential nuisances, e.g. litter, odor, etc.

PLANNING COMMISSION COMMENTS:

The Planning Commission held a Public Hearing at its July 10, 2025 meeting. The Commission’s consensus was support to add Construction & Demolition Debris. There was mixed opinions about adding Organics (Municipal Solid Waste). The Commission recommended adding doors and had concerns about traffic.

Public Comments included concern about litter, rodents, traffic, parking, wildlife impacts, and that Curbside is not operating as they said they would when the CUP was approved (2022).

Since Curbside began operations at this location in April 2025, the city has received no complaints.

In Staff’s review of the CUP conditions, of note:

1. *Yard waste is prohibited from remaining on the site overnight.*

In practice, yard waste is delivered by garbage trucks during the afternoon and loaded into a semi-trailer the next morning (e.g. yard waste is on-site overnight, but not more than 24 hours).

6. *Outside storage of yard waste within vats, dumpsters, or other storage containers not queued for transfer during normal business hours is prohibited.*

In practice, Curbside has dumpsters and semi-trailers for public drop off of wastes (tires, mattresses, construction debris, appliances, etc.). This is not permitted by the CUP.

EDA COMMISSION COMMENTS:

The EDA discussed at their July 15, 2025 meeting. The EDA is supportive of the project as proposed (all wastes requested).

60/120-DAY RULE (IF APPLICABLE):

	60-Days	120-Days
Concept Plan Review	Jul 29, 2025	Sep 29, 2025

RELATIONSHIP TO COUNCIL GOALS:

Encourage Diversity and Manage Thoughtful Development

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

¹ Ordinance 2022-19; *Regarding Commercial and Residential Yard Waste as a Conditional Use in the I-1 Industrial Zoning District.*

BUDGET IMPACT:

N/A

ATTACHMENT(S):

Zoning Map

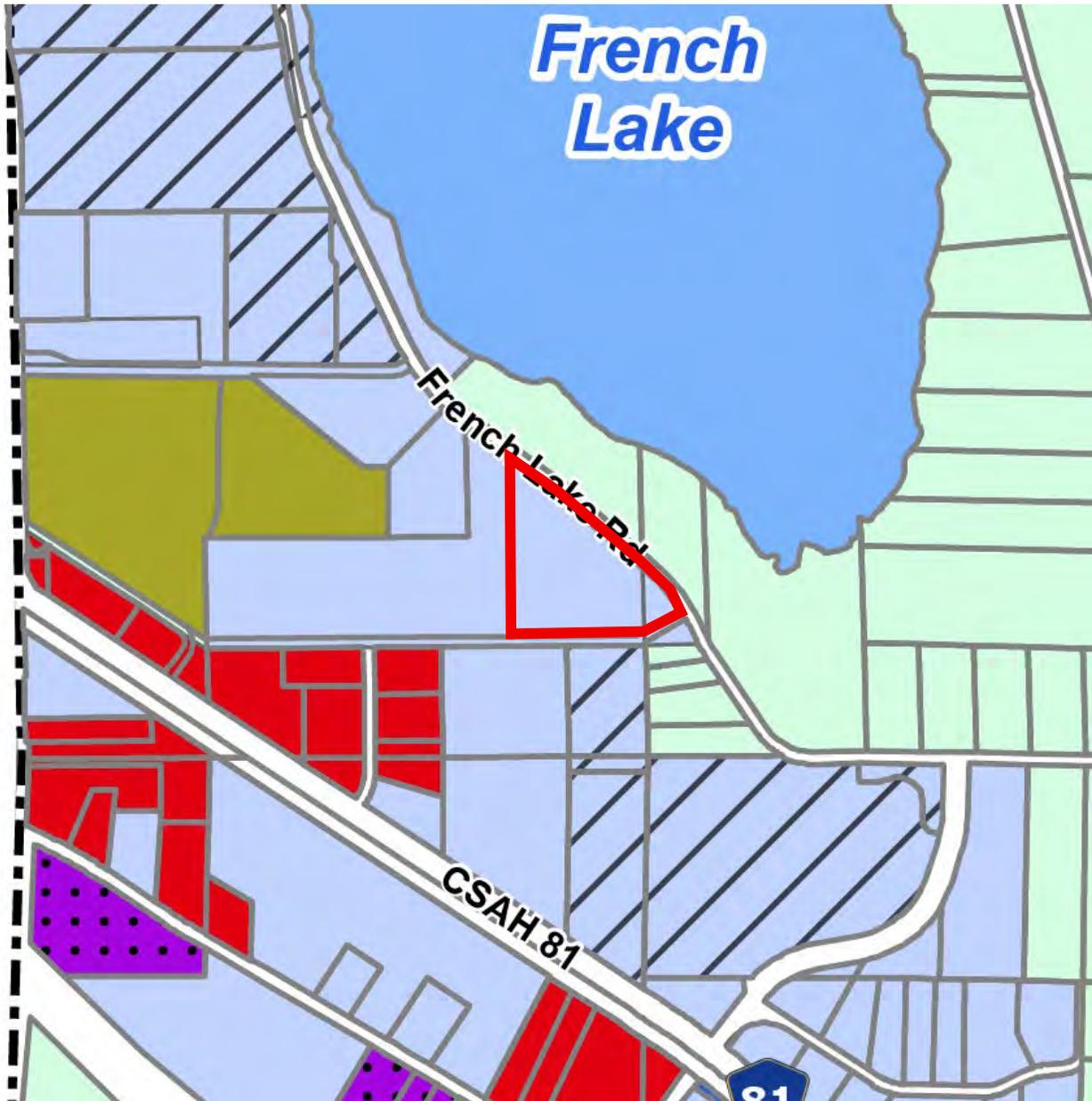
Aerial Photo

Site Photos

Landscape Plan, Oct 24, 2022

Applicant's Narrative

Resolution 79-2022



Legend

- | | |
|---|---|
|  A-1 Agricultural District |  R-1A Single Family Residential |
|  A-2 Agricultural District |  R-2 Single Family District (90,000 Sf, Unsewered) |
|  B-2 Neighborhood Business District |  R-3 Single Family and Attached Residential |
|  B-3 General Business District |  R-E Single Family District (5 Ac, Unsewered) |
|  B-4 Commercial/ Industrial District |  R-M Medium Density Residential District |
|  B-P Business Park District |  R-MH Mobile Home District |
|  ES Essential Service District |  R-O Old Village Residential |
|  GMU-4 Balsam Lane |  S-A Special Agriculture District |
|  GMU-5 Southwest Mixed-Use |  GMU-3 Historic Village |
|  I-1 Light Industrial District |  City Boundary |
|  P-R Public Recreation District |  PUD |
|  R-1 Single Family District |  County Parcels |

AERIAL PHOTO



SITE PHOTOS



Curbside, west entrance. Circle = Transfer Station. Office and maintenance shop at right (photo Jul 3, 2025).



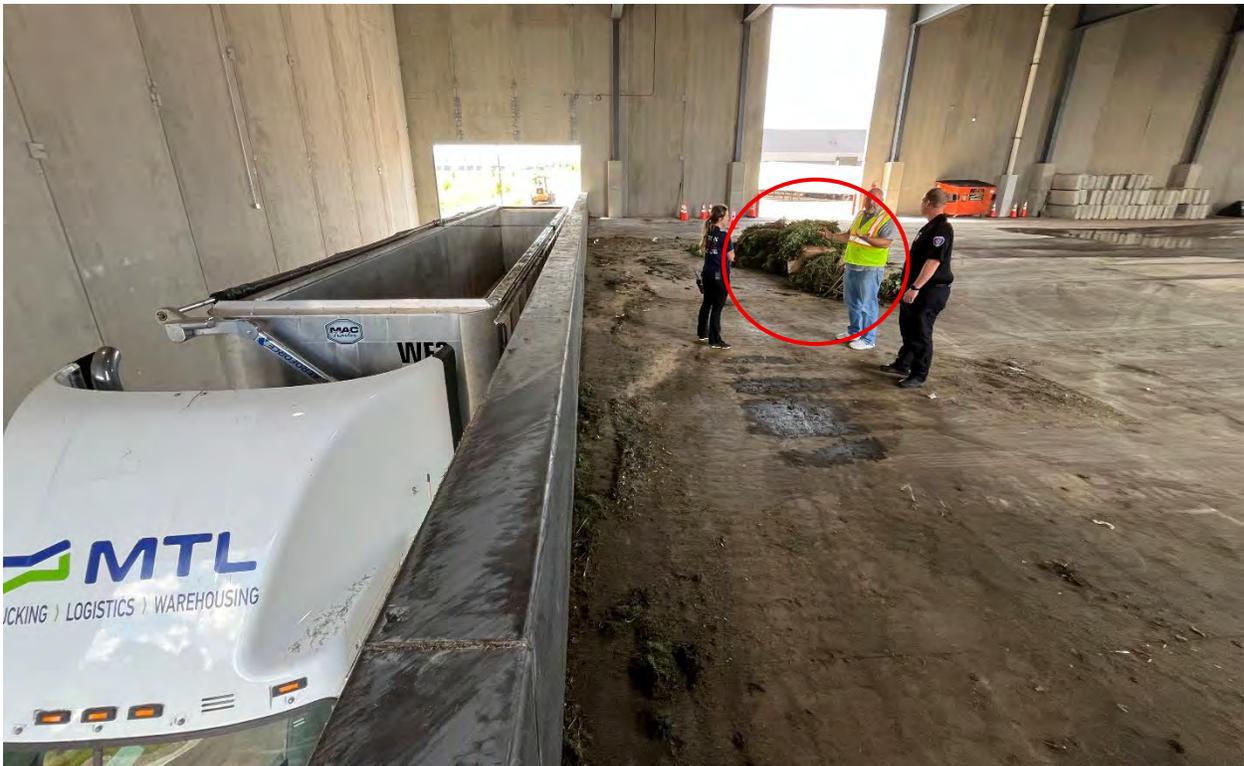
Intersection of West French Lake Road & 118th Avenue, looking west. Circle = Transfer Station (Photo Jul 3, 2025).



Curbside Transfer Station as seen from neighboring home, 11950 West French Lake Road (Jacques) (Photo Jul 3, 2025).



Curbside Transfer Station. Yard waste (circle) is trucked into the building and dropped on the floor. If additional types of wastes are added, Curbside would build bins against the push wall (left) for dropping. Then transfer waste from the bins into trucks (photo Jul 3, 2025).



Curbside Waste Transfer Station. Yard waste on floor (circle) from a 1-ton truck, to be transferred into awaiting semi-trailer (Photo Jul 3, 2025).



Public waste drop off que (photo Jul 3, 2025).



Public waste drop off dumpsters, vats and semi-trailers. Transfer Station is at left (photo Jul 3, 2025).



Public Waste drop off semi-trailers (Jul 3, 2025).

Curbside Waste Dayton Transfer Station

Additional Material Type Request Summary

DRAFT- emailed to staff on 5/30/2025

Concept Plan Summary

Curbside Waste is seeking approval from the City of Dayton to transfer a combination of construction and demolition debris (C&D), municipal solid waste (trash), recycling and source separated organics (food waste) from our transfer station at 118th Ave N.

Accepting these additional material types can be done without any impact on residents. Approving additional material types will not increase traffic, odor or litter issues around the site. The existing transfer station is a fully constructed, fully enclosed, 21,600 square foot building. Primary construction was completed in 2024. The exterior doors are currently under construction and will be installed in the summer of 2025.

Summary and Background

In November of 2022 we received approval from the City of Dayton for an industrial guided property including eleven application requests, one of which was a CUP/IUP for a residential/commercial yard waste transfer station. Since receiving that approval, we have constructed the Curbside Waste headquarters, office, call center, maintenance shop and transfer station at 18150 118th Ave N. The site began operations in 2024, and the transfer station became operational at the start of the yard waste season in April of 2025.

We are seeking the ability to receive and transfer additional material types at this location to respond to a changing business climate and ever-changing solid waste and recycling system and regulations.

The metropolitan area solid waste and recycling systems has faced many challenges and changes since 2022. Changes in the recycling commodity markets, commercial driver shortages, inflation, rising equipment costs and changing regulations have created pressure across industry. Regulatory requirements to collect residential and commercial organics, future recycling changes caused by the recently passed Extended Producer Responsibility Legislation and the potential closure of the Hennepin County Energy Recovery Center (HERC) leave us facing a long period of uncertainty.

Having the ability to receive and transport different material types will provide our team with the flexibility to continue collecting and responsibly managing, trash, recycling, organics, yard waste and demolition debris in an uncertain future. Our primary goal is to

have the infrastructure necessary to help state and local governments meet their aggressive sustainability goals now and in the future.

Current Transfer Station Operations Summary and Design Capacity

Operation of the yard waste transfer station started in April of 2025. We are currently managing yard waste from our fleet of yard waste collection trucks and trucks from other companies that are in the area. Yard waste is dumped on the tipping-floor and loaded into semi-trailers for final transportation to a composting facility. We are currently loading and shipping out two or three transfer loads per day from the facility. Trailers are filled each afternoon and hauled to the compost facility the next morning. Little if any material remains on the tipping floor overnight. As the operation grows, we will add additional trailer capacity to increase storage.

The current transfer station design can accommodate approximately 300-400 tons per day of material; the weight varies based on the weight/density of different material types. The current building design can manage yard waste coming in from 30-40 collection vehicles per day. We currently only operate approximately 10 yard waste trucks during the yard waste season (April to November). Bringing the transfer station to its full capacity with only yard waste would require bringing 30 trucks per day from other haulers in the area.

Current Site Vehicle Operations Summary

Curbside Waste manages a fleet of just over 55 collection-vehicles from the Dayton location. On any given day we have trucks running commercial trash and recycling routes, residential trash, residential recycling, residential organics, residential yard waste routes as well as roll-off trucks collecting C&D. The table below shows the number of trucks that collect each material type, each day:

Truck/Route Type	Trucks Per Day
Commercial (Front Load)	6-8
Residential Trash	26-27
Residential Recycling	3-5
Residential Yard Waste	9-11 (seasonal Apr-Nov)
Residential Organics	1-2
Roll-off (C&D)	2-3

Because these trucks already start and end their day at the Dayton location, they can drop their final load of the day at the transfer station with no increase in traffic to or from the site.

Potential Future Transfer Station Operations

We are seeking the flexibility to accept and transfer additional materials from our Dayton transfer station. We would like to be able to accept a combination of construction and demolition debris (C&D), municipal solid waste (trash), recycling and source separated organics (food waste) in addition to yard waste.

To accommodate the different material types, we would divide the storage areas of the existing building footprint into separate bunkers for different material types. No external construction or building expansion would take place as a result of this request.

The materials we receive at the building may change over time and would definitely change seasonally. When yard waste season ends in the fall, we would increase delivery of MSW, recycling or C&D to continue utilizing the facility in the winter months. As we change material types we cannot change the capacity of the building so the total amount of material and the number of trucks will not change, just the types of material.

Source separated organics or food waste would likely never be a large portion of the incoming waste stream as we have a reliable outlet for the material at the Brooklyn Park Transfer Station, but we would like flexibility to transfer small amounts of organics in the future. Organics would not likely be placed in a bunker but would be more likely to have a designated roll off container or dumpster located inside the transfer building.

With multiple material types our goal would be to load the material received every afternoon onto trailers for transportation to the final disposal or processing site the next day. There may be times that some material is stored over night or over a weekend if it cannot be loaded onto transfer trailers at the end of the day or the week. The facility is not large enough to facilitate any longer term storage of materials onsite. Short term storage of material overnight or over a weekend will not have any negative impact on residents or the community.

Odor and Litter Control

Managing odor and litter are two primary focuses of any transfer station operation. We feel that we can successfully manage litter and odor concerns for multiple material types just as we have while receiving yard waste. Our operational plan of moving material through the facility as quickly as possible is our primary defense against litter and odor. Quickly moving material offsite is critical and the relatively small size of our facility requires quick movement of material.

In the next month we will have full coverage doors installed on all six openings to the transfer station. The doors will serve as another major tool to prevent odor and litter

concerns. We have also developed operational plans to strategically deliver materials to the facility using only 2 of the 4 doors on days when wind speeds are high and could potentially blow material outside the building.

Our entire site is fenced with chain link fence that has an outward facing barbed wire arm on top. We feel this fence will go a long way toward keeping any litter that does leave the building on our site where it can easily be removed. If needed we would add a second barbed wire arm that is leaning inward instead of outward to capture additional litter.

In addition to practices designed to prevent litter we also have staff who are assigned on a daily or weekly basis to walk the perimeter of the site and make sure all litter is picked up. We have not needed to expand this litter removal outside of our property but would dedicate staff time to this task if needed.

Fire Suppression and Other Site-Specific Requirements

The transfer station is currently plumbed for a water-based fire protection system, but this system has not yet been designed or installed. We are happy to work with the Fire Chief and other experts to design and implement a suitable system for the site. We are also in the process of receiving price quotes for a state-of-the-art, remotely operated fire suppression system that could work alongside or in place of a traditional water-based deluge system.

Fire suppression system design is one of the many site-specific design and operational requirements that we have time to finalize. Should the city choose to allow curbside to pursue this concept plan, we would work with the City, County and multiple State Agencies to complete an Environmental Assessment Worksheet and ultimately need to apply for an operational permit from the MPCA.

We are confident that through these review and approval processes we will be able to define site design and operational requirements that will be satisfactory for the City of Dayton. We are also interested in clarifying some operational requirements in the existing CUP/IUP.

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

**RESOLUTION NO. 79-2022
GRANTING DEVELOPMENT APPROVAL OF AN INDUSTRIALLY GUIDED
PROPERTY INCLUDING ELEVEN APPLICATION REQUESTS FOR MASTER
FAMILY INVESTMENTS**

WHEREAS, Master Family Investments, (hereinafter referred to as the “Applicant”) has made multiple applications for:

1. a rezoning from A-1 to L-1,
2. a zoning text amendment to Section 1001.063, Subd. 1 allowing for residential/commercial yard waste transfer stations in the Light Industrial zoning district (L-1),
3. a preliminary plat to be known as MTL addition,
4. a site plan approval,
5. a conditional use permit (CUP) for an industrial use in the French Lake Shoreland Overlay District,
6. a CUP for outdoor storage of semi-trailers on Lot 1,
7. a CUP for outdoor storage of dumpsters, vats, containers, roll offs and other storage bins on two acres of impervious surface on Lot 2,
8. a CUP for a detached industrial accessory building on Lot 1,
9. a CUP for a detached industrial accessory building on Lot 2,
10. a CUP or IUP for a residential/commercial yard waste transfer station on Lot 2 and
11. a CUP for a Motor Freight Terminal and maintenance garage in the I-1 zoning district.

(Hereinafter referred to as the “Applications”) for the development of four industrial buildings on property legally described on attached Exhibit 1 (hereinafter referred to as the “Property”).

WHEREAS, the City staff studied the matter, reports were issued and information was provided to the Planning Commission regarding the Applications; and

WHEREAS, the Planning Commission at its November 3, 2022, meeting recommended approval of all 11 Application requests to the City Council; and

WHEREAS, the City staff organized the Planning Commission comments and actions into a report, the report was issued and information was provided to the City Council regarding the Applications; and

WHEREAS, the City Council at its November 22, 2022, meeting approved the Applications as recommended by staff and the Planning Commission; and

NOW, THEREFORE, based upon the testimony elicited and information received, the City Council for the City of Dayton makes the following:

FINDINGS

- A. The applicant presented a concept plan to the City in 2020 and again late in 2021 and the Planning Commission and City council provided favorable and constructive comments, and the Applications significantly reflect the concept review comments.
- B. The rezoning application brings the property into conformance with the adopted 2040 Comprehensive plan.
- C. The community has recognized that the Property is located in an area of the community that that with develop with similar industrial uses.
- D. The surrounding transportation network was identified as being sufficient to support the development proposed in the applications.
- E. The surrounding public utilities are adequate to serve the approved uses.
- F. The requested Conditional use permit requests for outdoor storage on both lots is in conformance with the recently deliberated and adopted ordinance amendments related to outdoor storage in industrial districts.
- G. The approved residential and commercial yard waste transfer station will provide a desired and beneficial service to the residential and business facets of the community.
- H. The Applications in combination allow the Applicant to consolidate current business operations within one site within the City of Dayton instead of in other neighboring communities within the region.
- I. The Applications in their combination will provide a positive tax benefit to the community.
- J. 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.
- K. The City Council has adopted Subdivision Regulations for the orderly, economic and safe development of land within the City.

- L. Dayton City Code §1002.02 states that “no land shall be subdivided without complying with the provisions of [Chapter 1002]”.
- M. The proposed subdivision of the Property is governed by Dayton City Code Chapter 1002.
- N. The preliminary plat as approved provides additional public road right-of-way and drainage and utility easements that will serve to better the interests of the residential and business facets of the community.
- O. The Final Plans are governed by Dayton City Code 1001.10.
- P. The Applicant has submitted the Development Plans for the City’s review and approval.
- Q. The Preliminary Plat meets the City Code requirements, and the approved Civil Plans meet the City Code requirements, provided they are subject to and satisfies the conditions set forth in this Resolution and final review by City Engineers and City Planner.
- R. The Park dedication requirement was found to be appropriate based the employees of the site having access to a sound park and open space system that promotes health and well being. Furthermore, a portion of the property is located in the French Lake Shoreland Overlay district, and the City has public park and open space improvements planned within the overlay.

DECISION

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

1. Rezoning

The request to rezone parcel number 3012022340001 from A1 to L1 is hereby approved, subject to the following conditions:

- 1. The development agreement must be signed by the property owner and approved by the City prior to the publication of the rezoning approval.

2. Zoning Text Amendment

The zoning text amendment to Section 1001.063 Subd 1 allowing for residential/commercial yard waste transfer stations as a conditional use permit (CUP) in the Light Industrial zoning district (L-1) is hereby approved, subject to the following conditions:

1. The property shall be a minimum of 15 acres.
2. Yard waste is prohibited from remaining on the site overnight.
3. All vats, dumpsters or other storage containers and trucks shall be routinely cleaned, sanitized and kept in good repair.
4. All vats, dumpsters or other storage containers and trucks shall be stored or parked in an orderly fashion.
5. There shall be no noticeable and continuous noxious odors associated with the use.
6. Outside storage of yard waste shall only be permitted in areas as defined on the approved site plan.
7. Outside storage of yard waste within vats, dumpsters, or other storage containers not queued for transfer during normal business hours is prohibited.
8. Any notifications by the city for violations of the conditions approved with this CUP shall be immediately corrected. In accordance with section 1001.23 Subd.1(5) of the Zoning Ordinance. The failure to comply with the city correction notifications will be cause for the CUP to be reviewed by the City Council and be subject to potential revocation.
9. If the transfer station use is discontinued for a period of at least 6 months, any further use of the property shall conform to the requirements of Section 1001.63 Subd 6. The discontinued conditional use shall not begin operations again without first obtaining approval of a new conditional use permit as required in section 1001.23 Subd. 1 (4) b of the Zoning Ordinance.

3. Preliminary Plat

The preliminary plat is hereby approved, subject to the following conditions.

1. All required drainage and utility easements and public right of way shall be identified on the final plat.
2. The plat shall be revised to include both central stormwater basins in Lot 1
3. A 30-foot wide public drainage and utility easement needs to be platted between lots 1 and two over the sewer line.
4. A 60-foot ROW, along the south property boundary, should be appropriate – essentially an extension of the ROW dedicated for the Troy Lane extension (to the west property line).

5. Prior to recording the final plat, the applicant shall supply park/trail dedication as cash-in-lieu of land in the amount required in the City's annual fee schedule current at the time of development.
6. Prior to the recording the final plat, the applicant shall enter into a development agreement and shall pay Park Dedication fees for the platted Lot and all applicable sanitary sewer, water, and stormwater development fees prior to grading the site.
7. Upon approval of the preliminary plat, the applicant may obtain an early grading permit with the submittal of signed grading and erosion control plans, required stormwater management permits and a surety.
8. A stormwater management agreement is required between the city and the owners of Lot 1 and 2. This agreement must be signed and recorded with Hennepin County prior to the release of final plat for recording.
9. For drainage and utility purposes on all lot lines, over ponds, wetlands and other utilities, as required by the City Engineer.
10. Proposed Troy Lane extension.
11. Access for temporary traffic features as necessary.
12. Any road right-of-way or trail easements requested by any governmental agency and/or those shown on the Final Plat; and
13. Any public trails shall be dedicated to the City.

4. Site Plan Lots 1 and 2

The site plan for Lot 1 and 2 is hereby approved, subject to the following conditions.

1. The applicant shall provide revised landscape plans:
 - a. Perimeter screening of the outdoor storage area shall be a minimum of eight feet and may be achieved through a combination of fencing, landscaping, berming and building placement.
 - b. Grade level view sections of the landscaping shall also be provided.

2. The plans need to reflect the construction of a 24-inch trunk sanitary sewer between Lots 1 and 2 for their entire depth.
3. The City of Dayton's detail sheets shall be utilized on all construction documents.
4. All required parking areas shall contain exterior and interior landscaping per Section 1001.24.
5. Extended truck idling is prohibited on Lots 1 and 2.
6. The identified passenger vehicular parking area striping shall be annually maintained
7. The total permitted semi trailer parking/storage permitted on Lot 1 is 360 spaces. This includes 111 of those spaces per the ordinance calculation formula shown as blue on the parking detail exhibit, 127 spaces per the CUP calculation formula shown as red on the parking detail exhibit and 122 operational stalls at the truck dock areas shown as pink on the parking detail exhibit.
8. Trailers located at the truck docking areas would be permitted to be connected to fleet semi tractors for extended periods of time.
9. Trailers located in the CUP Outdoor storage area are prohibited from being connected to fleet semi tractors for extended periods of time.
10. All required vehicular and truck parking spots shall be initially striped during site improvements and maintained annually thereafter.
11. All trash, recyclable materials, and trash and recyclable materials handling equipment shall be stored within the principal structure; 100% screened from public view by the principal building; or stored within an accessory structure constructed of building materials compatible with the principal structure enclosed by a roof, and overhead door on tracks. Compactors shall be 100% screened from eye level view from public streets and adjacent properties. The plans shall be updated to show compliance.
12. All Mechanical equipment shall be screened in accordance with section 1001.62 Subd. 1 (5) of the code.

13. A financial guarantee in the amount of 150 percent of the cost estimate for the landscaping is required to be submitted with the first building permit. The surety will be retained by the City for one year after notification on the installation of the landscaping to ensure the planting and survival of the required landscaping. The surety may be reduced by 50 percent after the required materials are planted, and the City is notified in writing.
14. All pole mounted lighting on the property shall be limited to 20 feet in height and the fixtures shall be hooded and downcast. A lighting metrics study is required to be included with the building permit application.
15. The applicant/developer shall meet all engineering conditions and make all plan changes as noted in the engineering memos prior to approval of the final plat. All construction and engineering plans (grading, erosion control, stormwater, street, utility, etc.) shall be reviewed and approved by the City Engineer, Planner, and Public Works director, prior to issuance of grading/building permits.
16. The final fence construction material shall be approved by the Zoning Administrator.
17. A sign permit shall be reviewed and permitted prior to installation and shall meet zoning code requirements and/or the deviations approved within this Resolution.
18. The routine hours of operation shall be limited to 7 am to 7 pm weekdays.
19. The corners of building 2 between the Dock parking areas should be landscaped and irrigated.

5. CUP 1 – Shoreland Overlay Development

A CUP for the construction of an industrial use in the French Lake Shoreland Overlay district is hereby approved, subject to the following conditions.

1. There shall be no expansion into the shoreland district without a CUP amendment.
2. Any identified negative impacts to the shoreland overlay shall be mitigated upon written notice from the City.

6. CUP 2- Outdoor storage Lot 1

A CUP for outdoor storage of 127 trailers on two acres is hereby approved, subject to the following conditions.

1. The outdoor storage use shall be permitted for the life of the building.
2. The outside storage is maintained in a neat and orderly manner in the designated storage spaces.
3. Outside storage of materials other than approved storage items is not permitted.
4. The approved storage items must be maintained in a good and workmanship like manner at all times.
5. From all property lines, there shall be no noticeable and continuous noxious odors associated with the use. All vats, dumpsters or other storage containers and trucks shall be routinely cleaned, sanitized and kept in good repair.
6. Provide elevation profile details of the exterior storage area from all adjacent public roads.

7. CUP 3- Outdoor storage Lot 2

A CUP for outdoor storage of dumpsters, vats, containers, roll offs and other storage bins on the identified two acres of impervious surface on Lot 2 is hereby approved, subject to the following conditions.

1. The outdoor storage use shall be permitted for the life of the building.
2. The outside storage is maintained in a neat and orderly manner.
3. Outside storage of materials other than dumpsters, vats, containers, roll offs and other storage bins is not permitted.
4. The trailers must be organized neatly and maintained properly.
5. Provide elevation profile details of the exterior storage area from all adjacent public roads.

8. CUP 4 – Detached accessory Building Lot 1

A CUP for the construction of a detached accessory structure on Lot 1 is hereby approved, subject to the following conditions.

1. The exterior design of the detached accessory structure shall match the principal structure in design and the same color palette.
2. Revised building elevations and colored renderings shall be submitted with the building permit to ensure compliance with the approval conditions.
3. The structure is prohibited from being occupied and utilized with a use not related to the principal use on the lot.
4. The routine hours of operation in the building shall be limited to 7 am to 7pm weekdays.
5. All site plan approval conditions must be met.

9. CUP 5 – Detached accessory Building Lot 2

A CUP for the construction of a detached accessory structure on Lot 2 is hereby approved, subject to the following conditions.

1. The exterior design of the detached accessory structure shall match the principal structure in design and the same color palette.
2. Revised building elevations and colored renderings reflecting condition 1 above shall be submitted with the building permit.
3. The structure is prohibited from being occupied and utilized with a use not related to the principal use on the lot.
4. The routine hours of operation in the building shall be limited to 7 am to 7pm weekdays.
5. All site plan approval conditions must be met.

10. CUP 6- Transfer Station

A CUP for the operation of a residential/commercial yard waste transfer station on Lot 2, is hereby approved, subject to the following conditions.

1. Yard waste is prohibited from remaining on the site overnight.
2. All vats, dumpsters or other storage containers and trucks shall be routinely cleaned, sanitized and kept in good repair.

3. All vats, dumpsters or other storage containers and trucks shall be stored or parked in an orderly fashion.
4. There shall be no noticeable and continuous noxious odors associated with the use.
5. Outside storage of vats, dumpsters or other storage containers and trucks shall only be permitted in the outdoor storage area as defined on the approved site plan.
6. Outside storage of yard waste within vats, dumpsters, or other storage containers not queued for transfer during normal business hours is prohibited.
7. Any notifications by the city for violations of the conditions approved with this CUP shall be immediately corrected. In accordance with section 1001.23 Subd.1(5) of the Zoning Ordinance. The failure to comply with the city correction notifications will be cause for the CUP to be reviewed by the City Council and be subject to potential revocation.
8. If the transfer station use is discontinued for a period of at least 12 months, any further use of the property shall conform to the requirements of Section 1001.63 Subd 6. The discontinued conditional use shall not begin operations again without first obtaining approval of a new conditional use permit as required in section 1001.23 Subd. 1 (4) b of the Zoning Ordinance.
9. The applicant shall provide a revised architectural plan:
 - a. Confirm the height of the building.
 - b. Material colors shall be provided.
 - c. Compliance with the required design elements.
 - d. The location of trash and recyclable material storage and related equipment.

11. CUP 7 Motor freight terminal and maintenance garage

CUP 7 for a Motor Freight Terminal and maintenance garage residential/commercial yard waste transfer station on Lot 2, is hereby approved, subject to the following conditions.

1. The only motor freight vehicles permitted to be operated, stored and repaired are those owned by or leased by the property owner and are utilized in conjunction with the permitted use.
2. All major vehicle repair shall be conducted within the building except for incidental small service tasks.
3. Engine racing or other loud continuous noise is prohibited. No exterior storage of mechanical vehicle parts or tires is permitted.
4. The site exterior must be maintained in a neat and orderly fashion.
5. Maintenance activities outside the building shall be limited to the hours of 7 am to 10 pm.
6. Maintenance activities inside the building with the doors open shall be prohibited between the hours of 7 pm to 7 am.

NOW, THEREFORE BE IT FURTHER RESOLVED, The Developer shall comply with, to the satisfaction of the City Engineer and City Planner, the following:

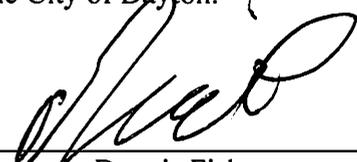
- a. Any and all permits required by any governmental subdivision or agency having jurisdiction over the development of the Property shall be obtained by Developer.
- b. A lighting plan shall be submitted, subject to review and approval by the City, prior to installation.
- c. All proposed building elevations shall be submitted, subject to review and approval by City Staff, prior to issuance of a building permit.
- d. As a condition of obtaining and maintaining a certificate of occupancy for a buildable lot, the buildable lot must be connected to sanitary sewer and municipal water.
- e. The Property shall, at all times shall be subject to the conditional use permit Approvals in this resolution. Failure on any part of this condition can be cause for the conditional use permits to be brought before the city Council for review and appropriate action, including termination.
- f. Developer shall comply, to the satisfaction of the City Engineer, with all requirements and recommendations in the Memorandums from Stantec, the City's Consulting Engineer and subsequent engineering memos. Revised plans shall be submitted and approved by the City Engineers prior to the pre-construction meeting.

- g. Applicant/developer shall ensure sidewalks, and screening are added to plans per the preliminary plat approval conditions.
- h. Construction, use and maintenance of the Property shall comply with, at all times, this Resolution, further approvals of the City Council, the Plans, and federal, state and local rules and regulations.
- i. The Developer's cash obligation for park dedication shall be cash in lieu of land dedication development, based on the finding that employees of this development shall benefit from the parks and trails in the City of Dayton, and based on the property being partially located within the French River Shoreland Overlay District and the City has established plans to improve public access within this overlay district.
- j. The park dedication fee as set forth above shall be paid prior to the Final Plat being released for filing at the Hennepin County Government Center.
- k. Developer shall make payment, prior to release of the Final Plat, at the rate applicable at the time of development and as identified in the development agreement.
- l. 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 2022. If the Final Plat is not released for filing in the year 2022, 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.

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

Adopted this 22nd day of November 2022, by the City of Dayton.



Mayor - Dennis Fisher



City Clerk Amy Benting

Motion by Councilmember Gustafson, Second by Councilmember Salonek.

EXHIBIT 1

for Resolution 79-2022

LEGAL DESCRIPTION OF THE PROPERTY

The North Half of the Southeast Quarter of the Southwest Quarter and that part of the North Half of the Southwest Quarter of the Southeast Quarter lying Southwesterly of Town Road (now known as French Lake Road West) also, that part of Government Lot 3 lying East of the West 261.95 feet thereof and Southwesterly of Town Road (now known as French Lake Road West) all in Section 30, Township 120, Range 22, Hennepin County, Minnesota.

Subject to easement and restrictions of record, if any.

AND

That part of Government Lot 4 in Section 30, Township 120, Range 22, Hennepin County, Minnesota described as follows:

Commencing at the southwest corner of said Government Lot 4; thence North 01 degrees 46 minutes

32 seconds West, assumed bearing, along the West line of said Government Lot 4 a distance of 524.7

feet to the actual point of beginning; thence continuing North 01 degrees 46 minutes 32 seconds West along the said West line to the centerline of French Lake Road; thence Southeasterly along said

centerline to a point on a line bearing North 82 degrees 13 minutes 28 seconds East from the point of

beginning; thence South 82 degrees 13 minutes 28 seconds West to the point of beginning.

Which lies Northwesterly of the following described line:

Commencing at the southwest corner of said Government Lot 4; thence North 01 degrees 46 minutes

32 seconds West, assumed bearing, along the West line of said Government Lot 4 a distance of 673.14 feet to the point of beginning of the line to be described; thence North 59 degrees 15 minutes

27 seconds East 306.59 feet to the centerline of said French Lake Road and said line there terminating. Subject to 40 foot right of way for French Lake Road per Warranty Deed Doc. No. 11118161.

ITEM:

Appointment of EDA Commissioners

APPLICANT/PRESENTER:

Jon Sevald, Community Development Director

PREPARED BY:

Jon Sevald, Community Development Director

POLICY DECISION / ACTION TO BE CONSIDERED:

Appoint _____ to the EDA for term expiring December 31, 2025.

Appoint _____ to the EDA for term expiring December 31, 2030.

BACKGROUND:

The EDA consists of five Commissioners and two City Council representatives. The five appointed Commissioners serve six-year terms. *Commissioners shall be members of the Dayton business community, or residents of the City of Dayton with business and/or economic development experience, each with an interest in promoting the economic growth and development of the City of Dayton.*¹

Commissioner Juan Peralta resigned from the EDA effective May 31, 2025. His term expires December 31, 2025. While advertising the vacancy, staff realized Commissioner Jack Berens term expired December 31, 2024. The EDA vacancy was posted on the city's website and social media for about a month, with an application deadline of Monday, July 14, 2025. Four applications were received.

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):

Resolution 48-2025

¹ EDA Bylaws, Article 2, Section 2 (Eligibility)

CITY COUNCIL REGULAR MEETING

Jack Bernens
Matt Herman
Luke Senst
John Weber

RESOLUTION 48-2025

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

**A RESOLUTION APPOINTING MEMBERS TO THE CITY OF DAYTON
ECONOMIC DEVELOPMENT COMMISSION**

WHEREAS, the EDA consists of seven members, at least two of which shall be members of the City Council, each appointed by the Mayor and approved by the City Council for a term of six years, except the term of any Commissioner who is a member of the City Council shall end when the City Council term of office ends. A commissioner shall serve until a successor has been appointed and installed; and,

WHEREAS, Commissioners shall be members of the Daton business community, or residents of the City of Dayton with business and/or economic development experience, each with an interest in promoting the economic growth and development of the City of Dayton; and,

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

WHEREAS, Commissioner Juan Peralta resigned, effective May 31, 2025 for a term expiring December 31, 2025; and,

WHEREAS, Commissioner Jack Berens' term expired December 31, 2024; and,

WHEREAS, the city posted the vacancy on its website and social media for about a month, with an application deadline of July 14, 2025. For applications were received.

NOW, THEREFORE BE IT RESOLVED, that the following are appointed to the City of Dayton EDA:

_____, term expiring December 31, 2025

_____, term expiring December 31, 2030

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

Dennis Fisher, Mayor

ATTEST:

Amy Benting, City Clerk

Motion by _____, Seconded by _____

Resolution *Approved*.

MOTION DECLARED PASSED

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.

Extensive business, sales and marketing experience over 40+ years.

Signature:  _____

Date: _____

Return to:

Amy Benting
City Clerk/Assistant City Administrator
12260 S. Diamond Lake Rd.
Dayton, MN55327

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 Matt Herman

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: 1390 B Bluewing Dr Rogers Phone (H): 612 810 7007

E-mail Address: Matt@curbside.waste.com Phone (C): 612 810 7007

How long have you lived or worked in the City of Dayton? 25 Years _____ Months

Employment (Firm and Occupation): Curbside waste chief operating officer

Educational Background: BS Environmental studies BA Political Science

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, 7:30AM)

Prior experience on City Boards/Commissions: _____

Dayton Planning Commission

Elk River Energy City Commission

MN EPR Advisory Board

Provide a short paragraph summarizing why you are seeking an appointment to a Board or Commission in the City of Dayton. See attached

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.

See attached

Signature: 

Date: 6/18/25

Return to:

Amy Benting
City Clerk/Assistant City Administrator
12260 S. Diamond Lake Rd.
Dayton, MN55327

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(763) 421-1791
Fax:
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FOR OFFICE USE ONLY:

Date Application Received _____

Date Distributed to Council _____

Matt Herman

City of Dayton

EDA Application Questions

Provide a short paragraph summarizing why you are seeking an appointment to a Board or Commission in the City of Dayton.

My wife and I were both born and raised in the City of Dayton, my father still lives in the house I grew up in. After college we moved to Champlin and then to Rogers, where we live now. I have always considered Dayton, my hometown. Professionally, I have worked in the trash and recycling industry for many years, working for Randy's and Republic Services who served the residents of Dayton. Earlier this year I was fortunate to be hired as the Chief Operating Officer of Curbside Waste, located at 18150 118th Ave N in Dayton. I am excited to be working for a family-owned business in my home town and serving the residents of this community. I look forward to serving on the EDA and helping this community continue to grow and thrive.

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 have had a 23-year career in public policy and planning, compliance, sustainability and waste management. I have years of experience working with and for federal, state, county and city governments. These experiences leave me with a unique perspective on the impact that government, at all levels, can have on the business community. I am passionate about the business I represent and the communities we serve.



Appointment Application to City Commissions & Boards

APPLICANTNAME 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, 7:30AM)

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, MN55327**

**Telephone:
(763) 421-1791**

**Fax:
(763) 427-3708**

Email: abenting@cityofdaytonmn.com

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RIGHTS**

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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 _____



Appointment Application to City Commissions & Boards

APPLICANT NAME John Weber

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: 2981 62nd St NW, Maple Lake, MN 55358 **Phone (H):** 612-759-4513

E-mail Address: jweber@RDOEquipment.com **Phone (C):** 612-759-4513

How long have you lived or worked in the City of Dayton? 5 Years 6 Months

Employment (Firm and Occupation): RDO Equipment Company (Dayton, MN) / General Manager

Educational Background: BS - Industrial Education and Technology / Iowa State University

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, 7:30AM)

Prior experience on City Boards/Commissions: I'm currently a board member of the Maple Lake Lake Owner's Association
I'm currently sitting on advisory boards for Wright Tech and on Legislative Committee for the MN Association of General Contractors.

Provide a short paragraph summarizing why you are seeking an appointment to a Board or Commission in the City of Dayton.

I'm extremely interested in finding ways to get more involved in my community. One of RDO's stake holders is our local community and being involved helps me grow closer to my team and my customers. I think the city of Dayton benefits from a strong business environment that promotes economic growth and creates jobs and I think that I can help add perspective of how policy affects those benefits. I feel I'm in a good position to add that perspective because I've gone through starting up a business in the city.

I consider myself a fair and logical leader and seek to make decisions based on facts, data and multiple perspectives. I am eager to learn and always looking to grow by sharing ideas openly - it helps spark better communication and new discoveries.

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 have a very diverse background that began with my education focused on training and development and subsequent work experiences focused on running successful businesses. My involvement in industry trade associations has helped me develop good relationships in my industry and across businesses in the communities where I live and work. I consider myself a good advocate for my organization and my team and I think I can add value to them by promoting an economic environment that helps the community and prosper.

Signature:  _____

Date: 7/8/2025 _____

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@daytonmn.gov

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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:

Consideration of Approval of a Site Plan Review Application for a Proposed Building Expansion at 17400 113th Avenue North

APPLICANT:

Thomas Spanier

PREPARED BY:

Hayden Stensgard, Planner II

ACTION TO BE CONSIDERED

1. Motion to adopt Resolution 52-2025, Approving a Site Plan Application for Building Expansion at 17400 113th Ave N., based on the findings in said resolution and subject to the conditions therein.
2. Motion to deny a Site Plan Application for Building Expansion at 17400 113th Ave N., based on findings to be provided by the City Council.
3. Motion to table action on the item, with direction to be provided by the City Council.

REFERENCE AND BACKGROUND

Tom Spanier, owner of the subject property, has submitted a land use application requesting a site plan review of the property in connection with a 780 square foot office expansion of an existing shop/warehouse building. Any expansion of existing buildings in non-residential zoning districts requires a site plan review to be processed by the Planning Commission and City Council. Staff has reviewed the application and supporting plans, and has provided the following summary:

ANALYSIS

Zoning and Land Use. The property is currently zoned I-1, Light Industrial, and is currently guided in the 2040 Comprehensive Plan as Business Park. The Business Park designation in the Comp Plan does allow for light-industrial uses. The principal use of the property is a Contractor's Operation, which is a permitted principal use in the I-1, that supports two different landscaping companies on site. The site has historically had outdoor storage on it as an accessory use, which is considered legally non-conforming. The existing outdoor storage is proposed by the property owner to be reduced in scale with the construction of the building expansion.

Architectural Design. The existing principal building is a 2,609 square foot warehouse/shop building that has metal siding and a metal roof. The applicant is proposing to add masonry around the bottom 4 feet of the existing building, consistent with exterior materials proposed for the entirety of the 780 sq. ft. office addition. The following excerpt details the allowable exterior materials for buildings in the industrial district.

Major exterior materials. Major exterior materials of all walls including face brick, stone, glass, stucco, synthetic stucco, fiber cement vertical panel siding, architectural concrete and precast panels shall be

acceptable as the major exterior wall surface when they are incorporated into an overall design of the building.¹

The proposed design is consistent with those of the I-1 district requirements, and with the addition of masonry on the existing building, also promotes compatibility of the two connecting structures built at separate times.

Parking. The site historically has not had delineated parking spaces, but with the proposed building expansion and resurfacing of the parking lot, the applicants are proposing a curbed parking lot at the front of the new office area. The applicant has shown in their plans a total of 5 spots, which is consistent with the requirements below for the proposed building, separated out by use:

Office, banks, public administration. One space for each 200 square feet of floor area.²

Industrial, warehouse, manufacturing, processing plant, storage, printing, publishing, handling of bulk goods, garden supply, and building material sales. One space for each employee on maximum shift or 1 space for each 2,000 square feet of floor area, whichever is greater.³

Given the layout of the site with the amount of maneuverability, as well as the nature of the principal use on site and it's lack of anticipated foot traffic by patrons, staff is comfortable with the proposed parking count on the property, and do not feel it is necessary to rework the site to accommodate on more identifiable space.

Outdoor Storage. The accessory outdoor storage has been historically legally non-conforming on this property. And the applicants have stated that there will be less equipment stored on the property in connection with these improvements. Staff views this as a reduction in the overall non-conforming accessory use of outdoor storage. The area for outdoor storage on the property is a mix of asphalt and gravel. The applicants proposed to remove the existing gravel pad in front of the building, and add asphalt directly adjacent to the building for a parking area and maneuvering area in front of the garage doors on the east side of the warehouse.

Landscaping. The applicant did not provide any detail related to additional landscaping on the site. There are minimal requirements for landscape plantings in connection with a building expansion, and will be a conditional of approval.

Lighting. The applicant did not submit a lighting plan for the building addition. The applicants will be required to submit a lighting plan for the site to verify compliance to the City's zoning ordinance.

Future of the Site. Staff has been working with the property owner to potentially acquire a portion of the site for a new roadway connecting 113th Ave N. to Dayton Parkway at the roundabout to the north.

¹ [1001.062 Subd. 1\(1\)\(c\)](#)

² [1001.19 Subd. 7\(2\)\(j\)\(2\)\(y\)](#)

³ [1001.19 Subd. 7\(2\)\(j\)\(2\)\(cc\)](#)

The picture shows that the proposed improvements to the site do not constrict the ability for the City to construct a road. It is anticipated the property owner will utilize the entire site until the roadway is constructed.

Site Plan Review. The zoning ordinance currently requires all new development or building construction/expansion in any non-residential zoning district to go through a Site Plan Review process with both the Planning Commission and City Council.⁴ Though a public hearing is not required for these specific applications, the Planning Commission and City Council are tasked with reviewing City staff’s report for the proposed expansion, and consider approving or denying the site plan based on the following findings. The below section in *Italics* are staff’s explanation for each finding.

- a. The proposed development is not in conflict with the Comprehensive Plan;

Being that this is an existing industrial site, guided Business Park in the Comprehensive Plan, this proposed building addition is not considered redevelopment of the site, and would not be in conflict with the Comprehensive Plan.



Figure 1 - Location of Potential Future Roadway

- b. The proposed development is not in conflict with the zoning district provisions;

This property has been operating in a legal non-conforming capacity related to the outdoor storage area on the site, and is proposing a reduction in the overall area of outdoor storage in connection with this site plan application. In compliance with the conditions of approval detailed within the resolution, Staff believes the overall changes to the property related to this site plan application are not in conflict with the I-1, Light Industrial Zoning District provisions.

- c. The proposed development is compatible with existing and anticipated future development; and

The existing use of the site is comparable in nature to the other industrial properties along 113th Avenue North, and the applicant is taking steps to prepare for an eventual roadway on the east side of this property. The proposed site plan does not hinder future development in the surrounding area.

⁴ [1001.28 Subd. 3\(1\)\(a\)](#)

- d. Conform to the exterior building material requirements of the Zoning Code.

The proposed building materials consist of brick masonry and a metal shake roof, consistent with building material requirements in the I-1, Light Industrial district. Additionally, the applicant is proposing to add brick masonry to a portion of the existing building, offering compatibility in materials and design with the proposed addition.

PLANNING COMMISSION MEETING

The Planning Commission reviewed this item at their July 10 regular meeting and unanimously recommended approval of the site plan review. They asked staff to clarify the conditions of approval that address screening from the right-of-way to specifically call out the 113th Avenue North right-of-way. This was in connection with the understanding that additional right-of-way will be adjacent to this property in the future, and did not want to include right-of-way within the conditions that does not currently exist. These changes have been reflected in the attached resolution.

STAFF'S RECOMMENDATION

Based on the information provided for the proposed building addition. Staff recommends approval of the site plan. The applicant is proposing overall improvements to the site beyond the proposed office addition, bringing this existing industrial property closer to a conforming status than it currently is. Staff recommends approval with the following conditions:

1. No outdoor storage is allowed in the front of the south building wall facing 113th Ave N.
2. Parking stall dimensions shall be revised to meet the code standard of 10' x 20'. Where overhang is possible, the parking stall length can be a minimum 18'.
3. The applicant shall submit a photometric verifying compliance with the City's lighting requirements. All lighting shall be downcast and not exceed 1.0 footcandle at any property line and any new pole-mounted lights on site shall not exceed 30 feet in height.
4. Trash enclosures on the property shall be completely screened from 113th Ave N. right-of-way.
5. Any new ground-mounted mechanical equipment in connection with the building addition shall be completely screened from 113th Ave N. right-of-way.
6. A minimum 5-foot strip from the new building edge must be treated with decorative ground cover and/or foundation plantings (shrubs). Any area previously impervious surface that changes to pervious shall be seeded with grass.
7. The proposed parking area shall be curbed as per the plans and subject to approval by the City Engineer.
8. This approval shall be contingent on compliance with the City Engineer's review letter, dated June 27, 2025

SUPPORTING DATA

Aerial Photo

Resolution No. 52-2025, approving Site Plan Application for 17400 113th Ave N.

Civil Plans and Building Elevations

City Engineer's Letter, dated June 27, 2025



**RESOLUTION NO. 52-2025
CITY OF DAYTON
COUNTIES OF HENNEPIN AND WRIGHT**

**RESOLUTION APPROVING SITE PLAN FOR BUILDING EXPANSION AT 17400 113TH
AVENUE NORTH**

BE IT RESOLVED, by the City Council of the City of Dayton, Minnesota, as follows:

WHEREAS, Thomas Spanier, (hereinafter referred to as the “Applicant”), owner of 17400 113th Ave N., has made an application for Site Plan approval for their use (hereinafter referred to as the “Application”). The parcel has a Property Identification Number 32-120-22-23-0004 and a legal description as follows:

Lot 5, Block 2, Dayton Industrial Park

WHEREAS, the City staff studied the matter, made a report, and provided other information to the Planning Commission and City Council; and

WHEREAS, the City Planning Commission reviewed the Application at its July 10, 2025 meeting where the Applicant was present and the Planning Commission recommended approval; and

WHEREAS, the City Council at its July 22, 2025 meeting reviewed and considered the application and City Council moved for approval of the Application.

NOW, THEREFORE, based upon the information from the public meeting, the testimony elicited and information received, the meetings of the City Council, reports of City Staff and information contained within the files and records of the City, the City Council for the City of Dayton makes the following:

FINDINGS:

- a. The proposed development is not in conflict with the Comprehensive Plan;

Being that this is an existing industrial site, guided Business Park in the Comprehensive Plan, this proposed building addition is not considered redevelopment of the site, and would not be considered in conflict with the Comprehensive Plan.

- b. The proposed development is not in conflict with the zoning district provisions;

This property has been operating in a legal non-conforming capacity related to the outdoor storage area on the site, and is proposing a reduction in the overall area of outdoor storage in connection with this site plan application. In compliance with the conditions of approval detailed within the resolution, Staff believes the overall changes to the property related to this site plan application are not in conflict with the I-1, Light Industrial Zoning District provisions.

- c. The proposed development is compatible with existing and anticipated future development; and

The existing use of the site is comparable in nature to the other industrial properties along 113th Avenue North, and the applicant is taking steps to prepare for an eventual roadway on the east side of this property. The proposed site plan does not hinder future development in the surrounding area.

- d. Conform to the exterior building material requirements of the Zoning Code.

The proposed building materials consist of brick masonry and a metal shake roof, consistent with building material requirements in the I-1, Light Industrial district. Additionally, the applicant is proposing to add brick masonry to a portion of the existing building, offering compatibility in materials and design with the proposed addition.

DECISION

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Dayton, based upon the information received and the above Findings, that the City Council does hereby **conditionally approve** the Applicant's request for Site Plan approval. The Applicant shall meet the following conditions to the satisfaction of the City:

1. No outdoor storage is allowed in the front of the south building wall facing 113th Ave N.
2. Parking stall dimensions shall be revised to meet the code standard of 10' x 20'. Where overhang is possible, the parking stall length can be a minimum 18'.
3. The applicant shall submit a photometric verifying compliance with the City's lighting requirements. All lighting shall be downcast and not exceed 1.0 footcandle at any property line and any new pole-mounted lights on site shall not exceed 30 feet in height.
4. Trash enclosures on the property shall be completely screened from 113th Ave N. right-of-way.
5. Any new ground-mounted mechanical equipment in connection with the building addition shall be completely screened from 113th Ave N. right-of-way.
6. A minimum 5-foot strip from the new building edge must be treated with decorative ground cover and/or foundation plantings (shrubs). Any area previously impervious surface that changes to pervious shall be seeded with grass.
7. The proposed parking area shall be curbed as per the plans and subject to approval by the City Engineer.
8. This approval shall be contingent on compliance with the City Engineer's review letter, dated June 27, 2025

Adopted this 22th day of July 2025, by the City of Dayton.

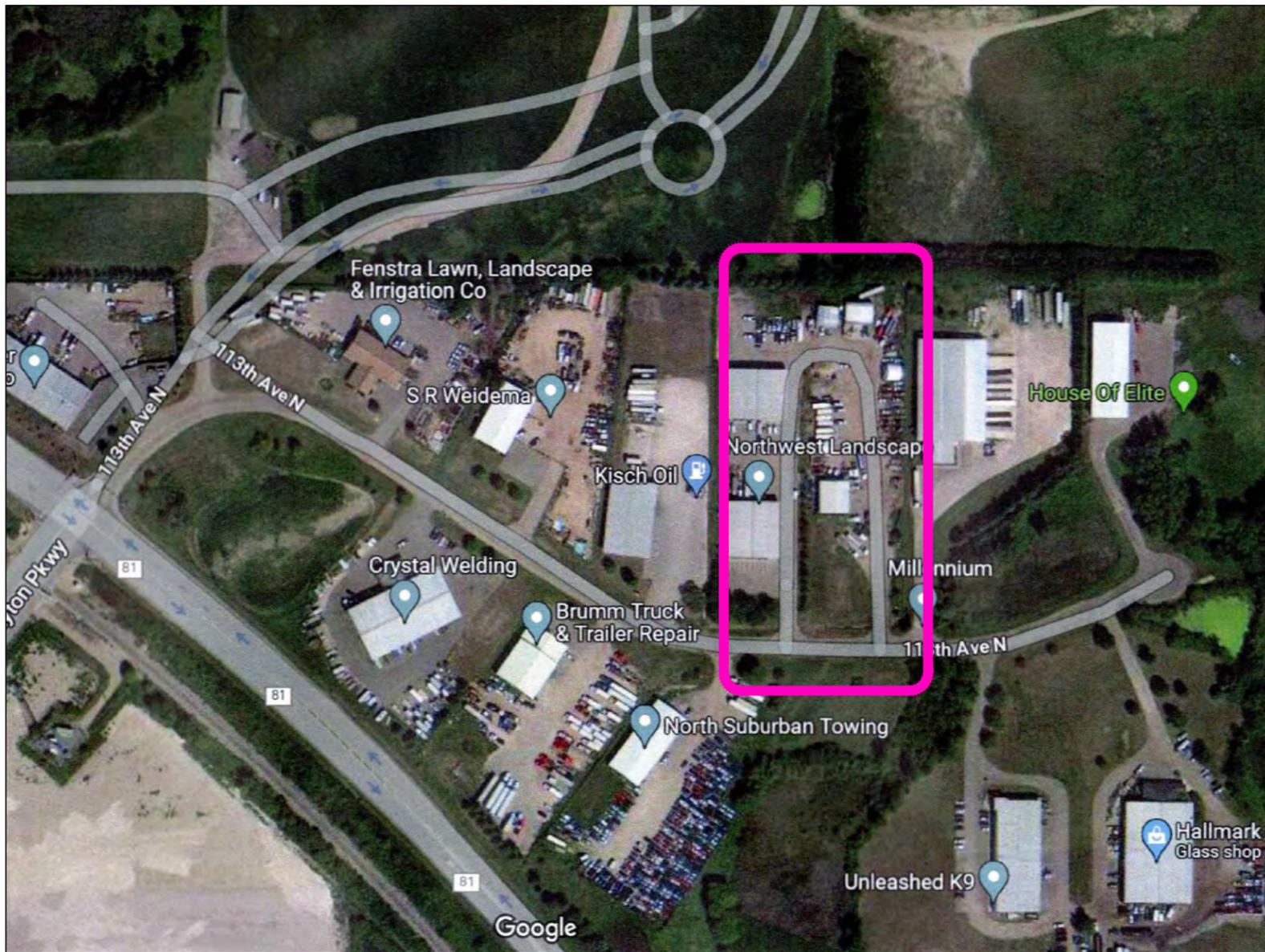
Mayor — Dennis Fisher

City Clerk — Amy Benting

Motion by X, Second by X

Resolution approved

MOTION DECLARED PASSED



PO AOC Aerial Site Photo - 17400 113th Ave. N.

Not to Scale

GENERAL NOTES:

- All mechanical and electrical work and drawings are submitted separately by the respective contractors. All submittals shall meet their respective codes.
- Comply with requirements of laws, ordinances, rules, regulations, and orders of authorities having jurisdiction. Obtain permits, notices, and certificates, if requires.
- It is intended that the Drawings form a guide for the Work to be accomplished under this Contract.
- Immediately bring to the attention of the Architect and the Owner's Representative any discrepancies and/or questions regarding the Contract Documents.
- The Prime Contractor and all Subcontractors shall supply all labor, transportation, material, apparatus, scaffolding and tools necessary for the proper execution of the Contract, and be responsible for the safe, proper and lawful performance of his equipment, maintenance and use of the same, as indicated on the Drawings or reasonably implied in accordance with the Contract Documents

CODE INFORMATION

Governing Codes :

All new and existing construction must be in compliance with all local and state code authority including but not limited to the following:

- 2012 International Building Code as adopted by the State Code.
- 2015 Minnesota State Building Code.
- 2015 Minnesota State Plumbing Code.
- 2017 National Electrical Code.
- 2015 Minnesota Mechanical Code.
- 2015 Minnesota Energy Code.
- 2015 Minnesota State Fire Code.

Section 302.1 Use and Occupancy Classification

Occupancy Classification: **BUSINESS GROUP S2**

Section 601, Table 601 Type of Construction

Type of Construction: **TYPE V-B**

Section 503 General Building Height

Allowable Building Height: **25'-0"**

Allowable Stories: **2** Actual Stories: **1 STORY**

Section 503 General Building Area

Allowable Building Area: **13,500 SF**

Section 1004, Table 1004.1.2 Occupant Load

Occupant Load Factor (OLF): **100 GROSS**

Building Area: **8,000 SF**

Number of Allowable Occupants: **80**

Building Sprinklered

Sprinklered: **NO**

BUILDING/SITE AREAS (GROSS AREAS)

Existing Site Area 17400 113th Ave. N. 174.25' x 625' -	108,906 SF
TOTAL SITE AREA	2.50 ACRES
Construction Site Area 174.25' x 240' -	41,820 SF
TOTAL CONSTRUCTION SITE AREA	0.96 ACRES
Existing Building Area Storage/Repair 17400 113th Ave. N.	2,609 SF
New Building Area Office	780 SF
TOTAL NEW CONSTRUCTION AREA	780 SF
TOTAL BUILDING AREA	3,389 SF

OWNER:

Dayton Properties
Thomas L & Barbara J Spanier
12510 Fletcher Lane
Rogers, MN 55314

**NEW OFFICE ADDITION
to Storage/Repair Building
for Dayton Properties
17400 113th Ave. N.
Dayton, MN 55369**

by

RJJ Architect, LLC

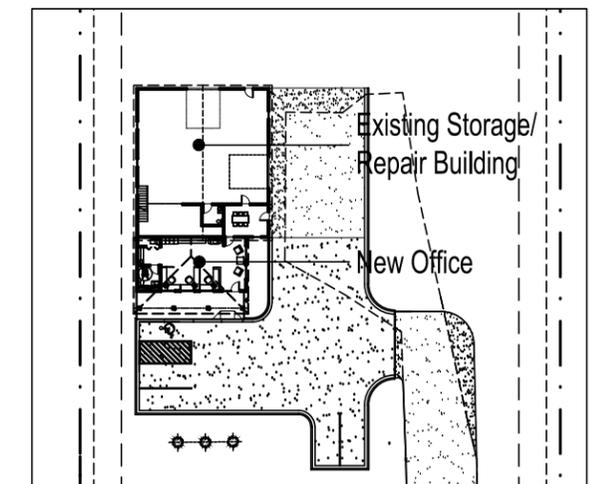
tel 612.759.9193

web www.rjjjohnson.net

Sheet Index

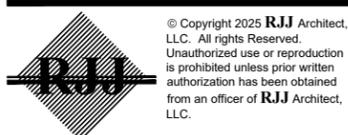
ARCHITECTURAL

- A00** Sheet Index, Code Information & Site Plan
- A01a** Existing Site showing Aerial Background
- A01b** Site Plans, Notes & Details
- A01c** Survey - existing buildings & site conditions
- A01d** Site Plan - showing new building addition & site cond.
- A01e** New Site Plan - showing construction area - 1"=10'-0".
- A02** Existing Building Floor Plan
- A03** Overall Floor Plan with New Addition
- A04** Exterior Elevations - East, South, North, & West



PI AOC Key Building Plan - 17400 113th Ave. N.

Not to Scale



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registration no _____
date _____
signed _____

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly registered ARCHITECT under the laws of the state of Minnesota.
registration no 28877
date 20 May 2025
signed Robert Johnson

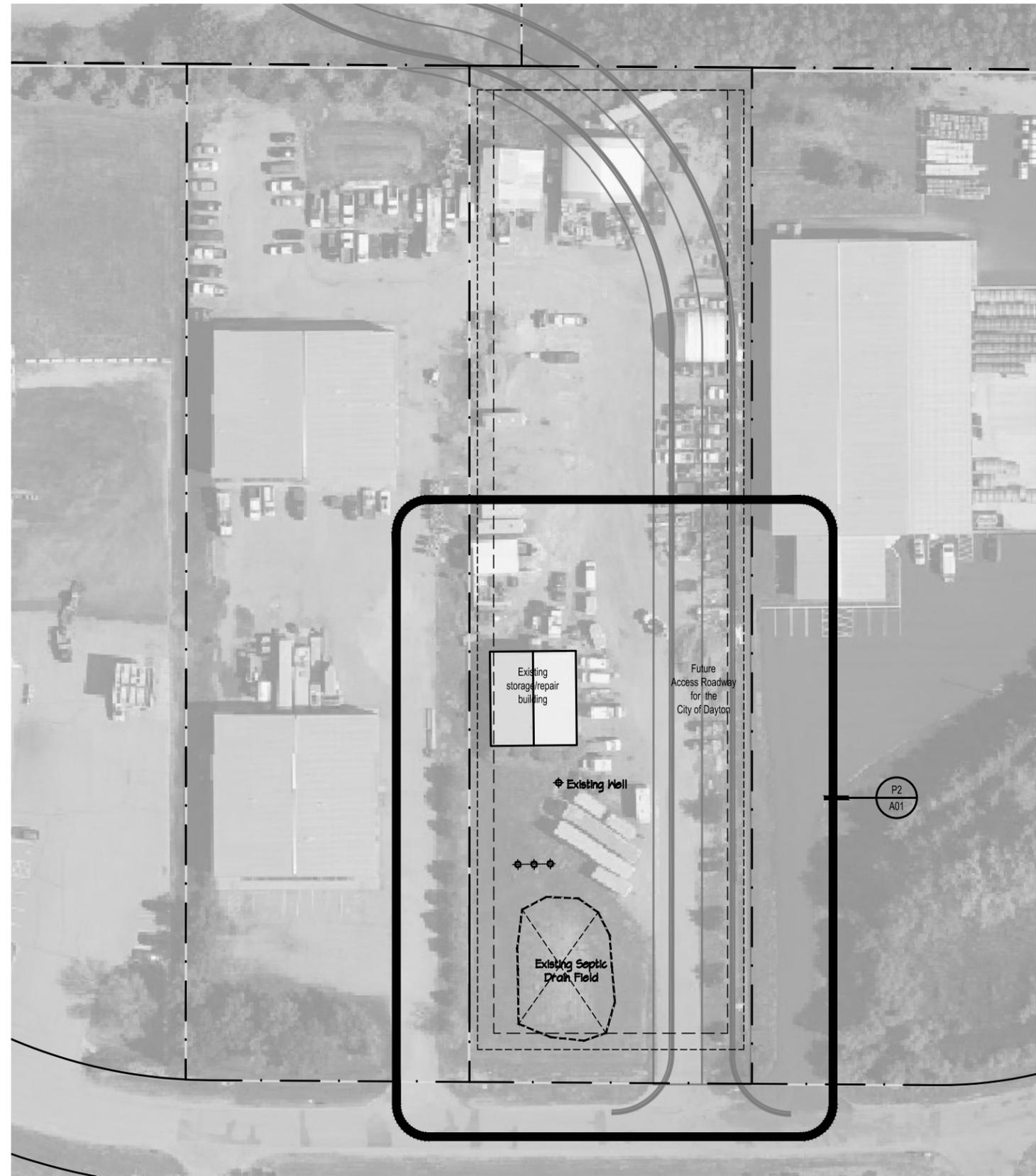
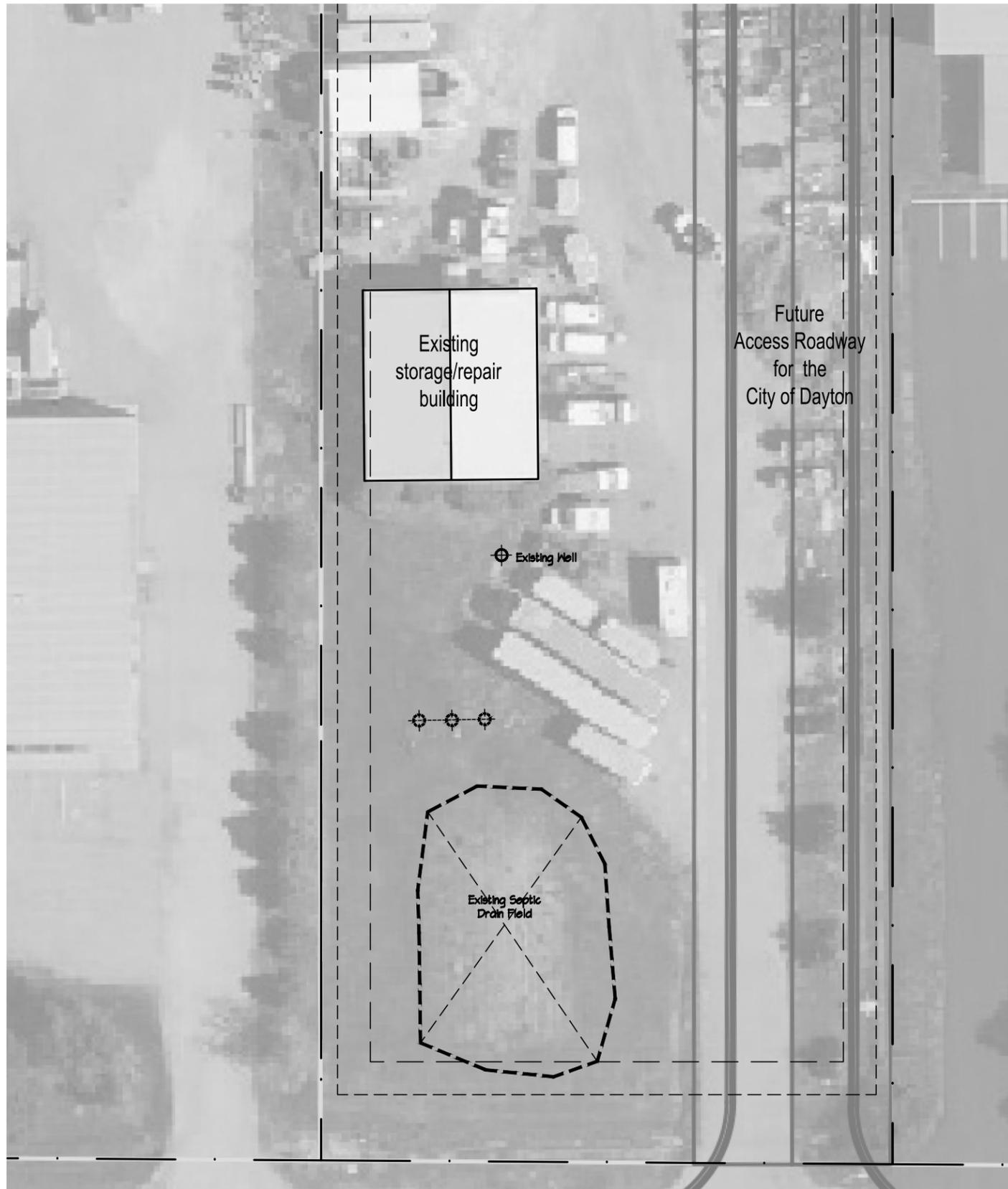
RJJ Architect, LLC
6729 Oak Grove Parkway N
Unit #401
Brooklyn Park, Minnesota 55448
cell phone: 612.759.9193

**NEW BUILDING
Dayton Industrial Park
Office/Storage/Repair Building**
17400 113th Ave. N.
Dayton, MN 55369

project number 2303 sheet title
date 20 May 2025
revisions

Title Sheet

scale No Scale sheet 1 of 9
A00
file 2303WD-01

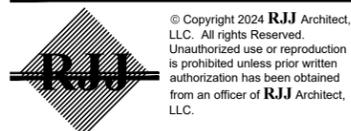


P2 A01 Existing Site Plan - 17400 113th Ave. N. - w/ arial view

1"=20'-0"

P1 A01 Existing Site Plan - 17400 113th Ave. N. - w/ arial view

1"=40'-0"



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 date _____
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 registration no. 12877
 date 20 May 2025
 signed Robert Johnson

architect
RJJ
 Architect, LLC
 6729 Oak Grove Parkway N
 Unit 6481
 Brooklyn Park, Minnesota 55445
 cell phone: 612 . 799 . 9169

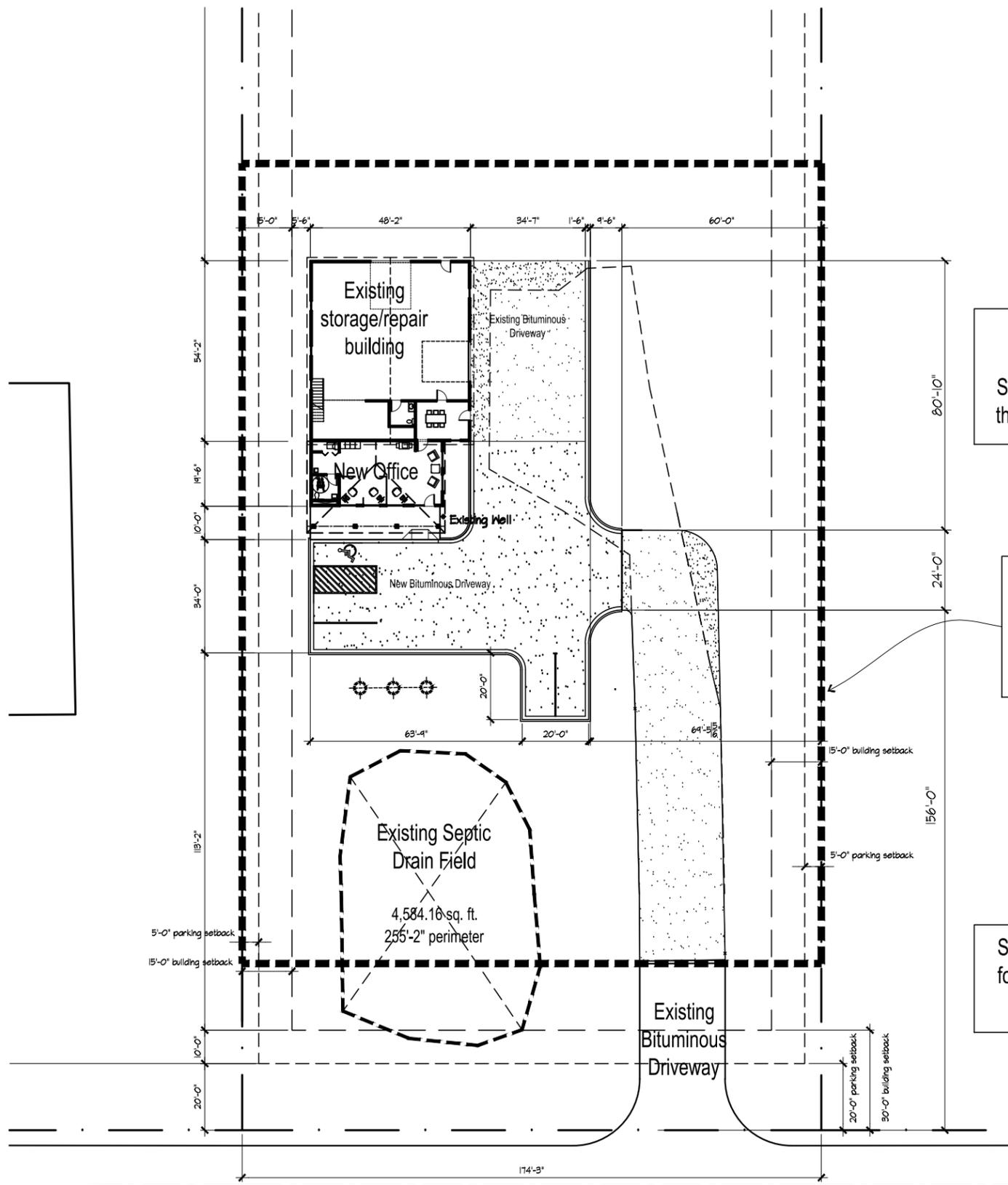
project
NEW BUILDING
Dayton Industrial Park
Office/Storage/Repair Building
 17400 113th Ave. N.
 Dayton, MN 55389

project number 2303
 date 20 May 2025
 revisions

sheet title
Existing Site Plan
 Existing Site Plan
 showing aerial background

scale 1"=40'
 sheet 2 of 9

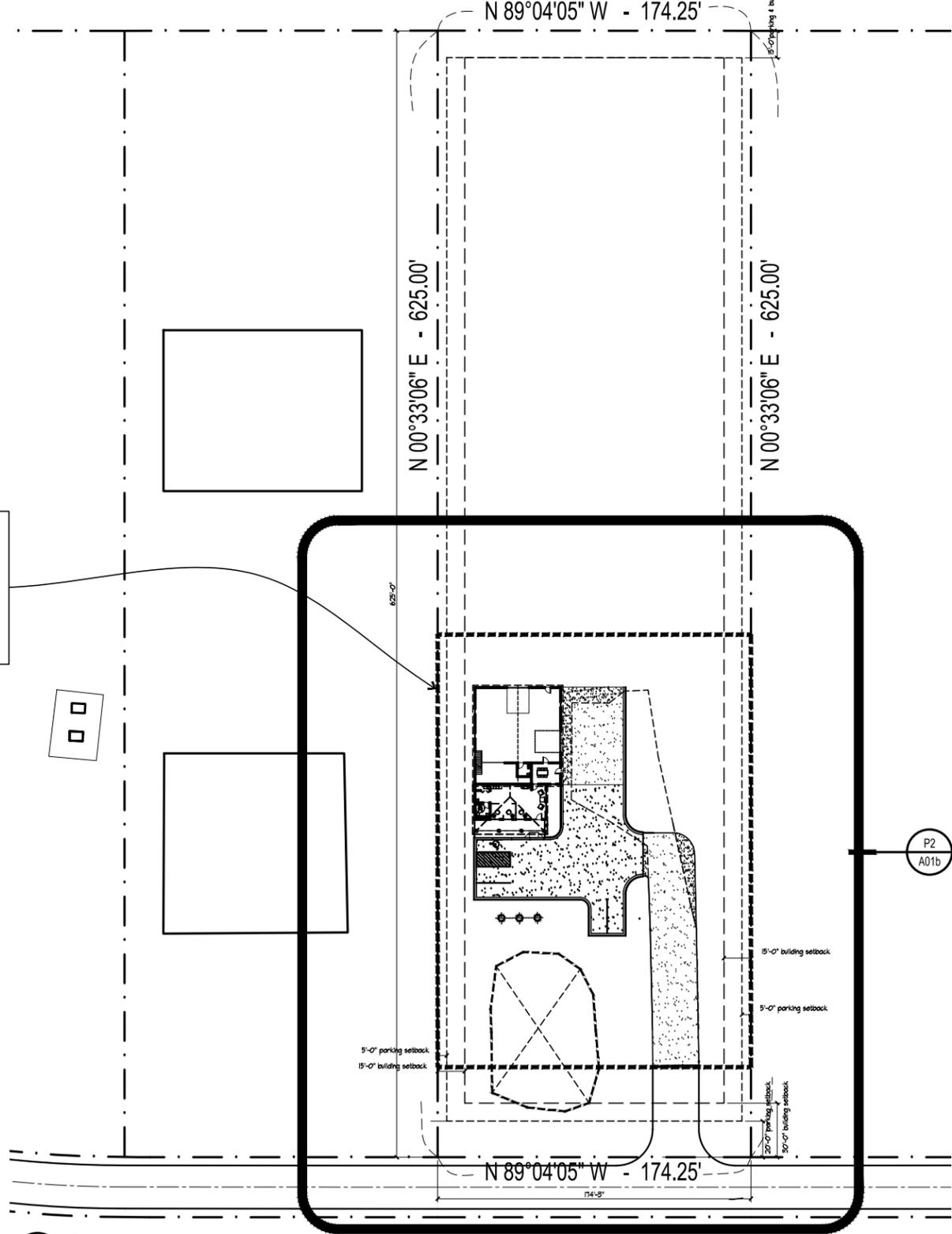
 A01a
 file 2303WD-01



All Survey Information
is as supplied by:
Stantec Civil Engineering
through the City of Dayton

Total Construction Area
41,820 sq. ft.
174'-3" x 240" perimeter
0.96 acres

See Sheets A01d & A01e
for new site plans for new
construction.



P2 A01b Site Plat Survey - 17400 113th Ave. N.

P1 A01b Site Plan - 17400 113th Ave. N.

1"=20'-0"

1"=40'-0"

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registration no. _____
date 20 May 2025
signed _____

engineer

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date 20 May 2025
signed _____

architect

RJJ
Architect, LLC
6729 Oak Grove Parkway N
Unit #4151
Brooklyn Park, Minnesota 55445
cell phone: 612.759.9193

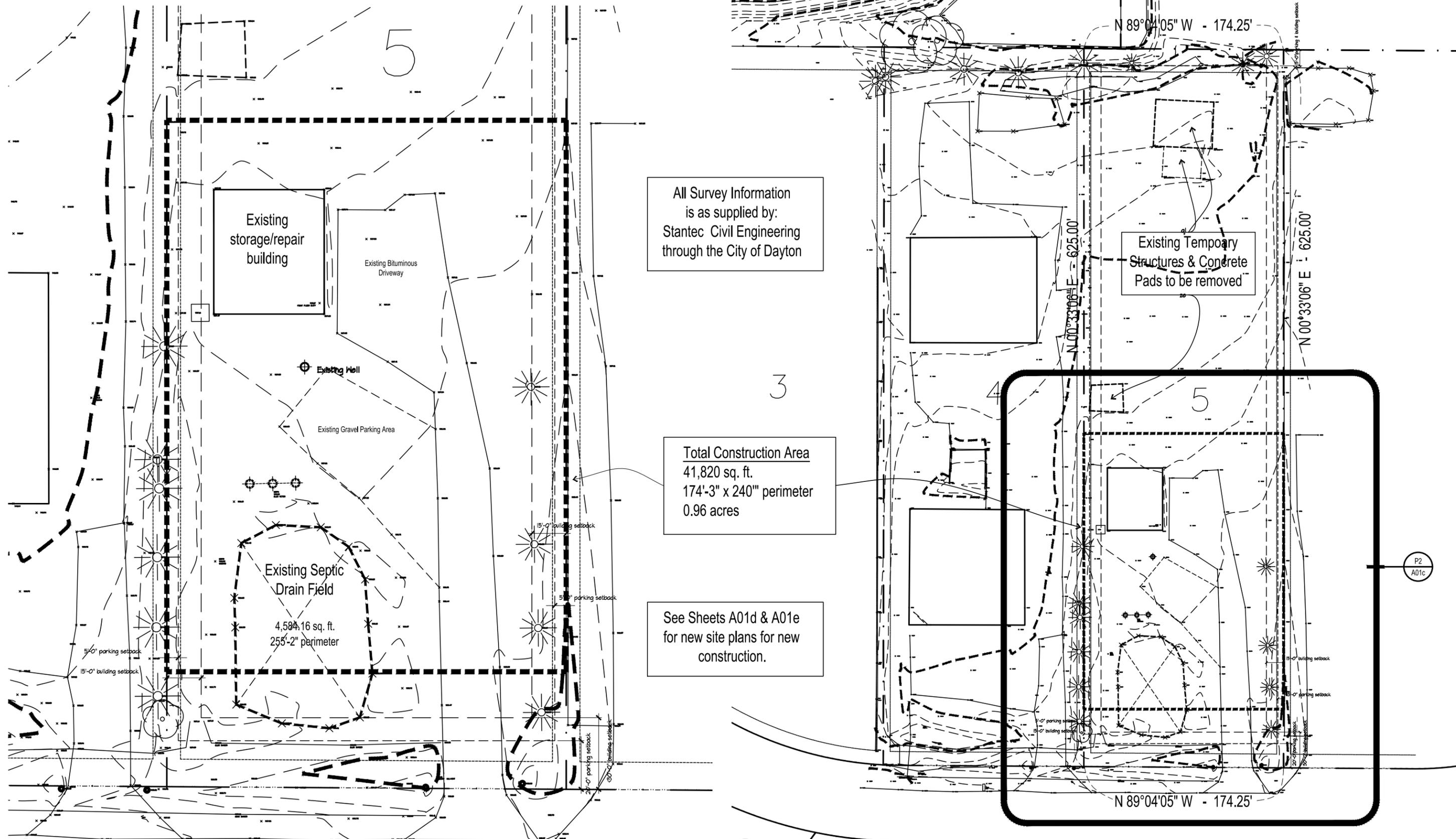
project

NEW BUILDING
Dayton Industrial Park
Office/Storage/Repair Building
17400 113th Ave. N.,
Dayton, MN 55369

project number 2303 sheet title
date 20 May 2025
revisions

New Site Plan
Site Plan Survey
Site Plan Notes

scale 1/4"=1'-0" sheet 8 of 9
A01b
file 2303WD-01



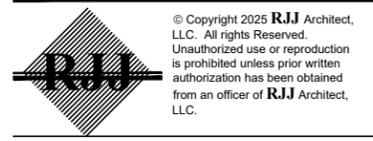
All Survey Information
is as supplied by:
Stantec Civil Engineering
through the City of Dayton

Total Construction Area
41,820 sq. ft.
174'-3" x 240" perimeter
0.96 acres

See Sheets A01d & A01e
for new site plans for new
construction.

P2
A01c Existing Site Plan - 17400 113th Ave. N. - w/ arial view
1"=20'-0"

P1
A01c Existing Site Plan - 17400 113th Ave. N. - w/ arial view
1"=40'-0"



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date _____
signed _____

engineer

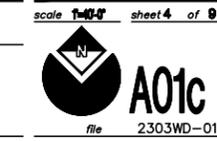
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registration no. 2877
date 20 May 2025
signed Robert Johnson

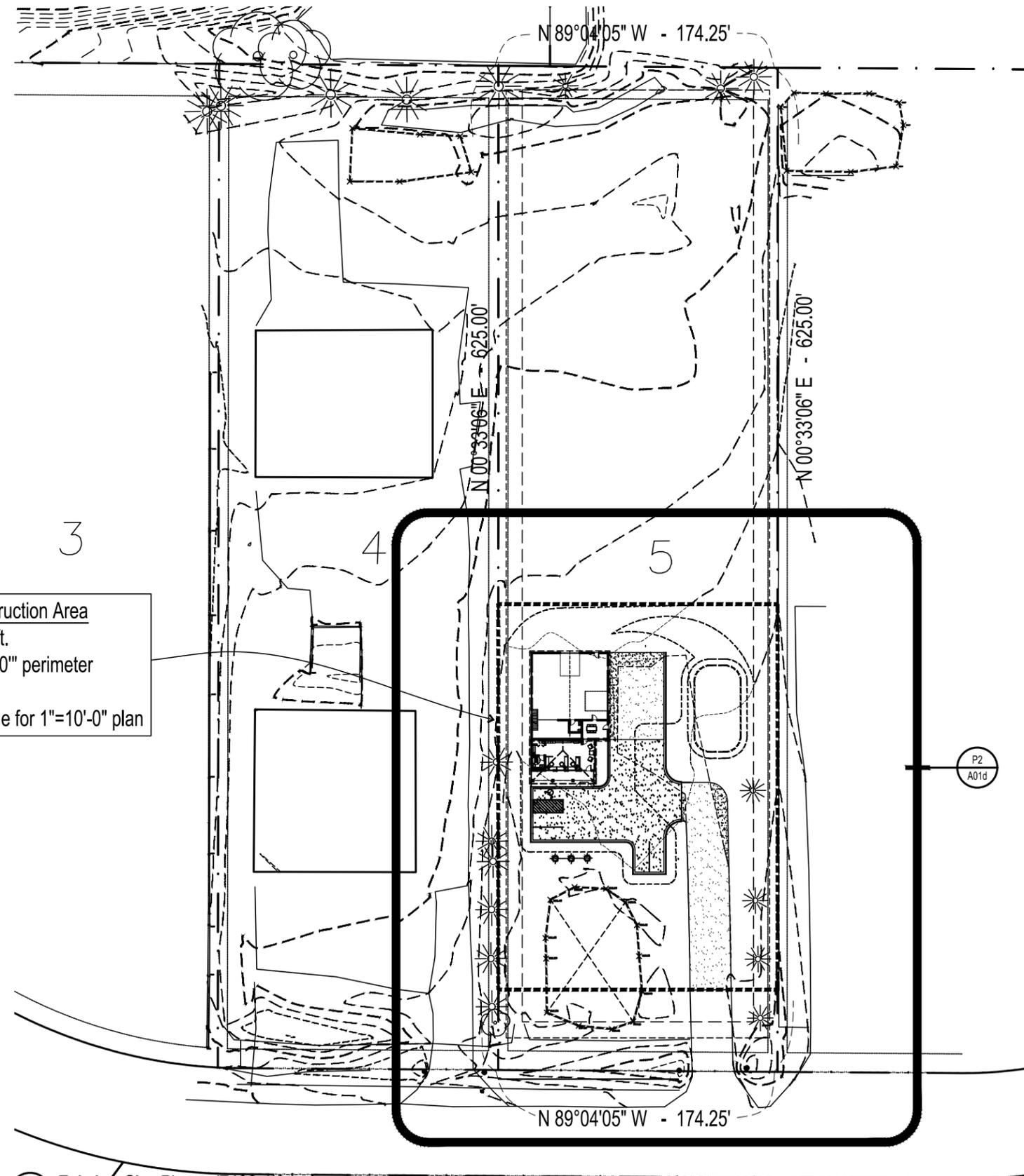
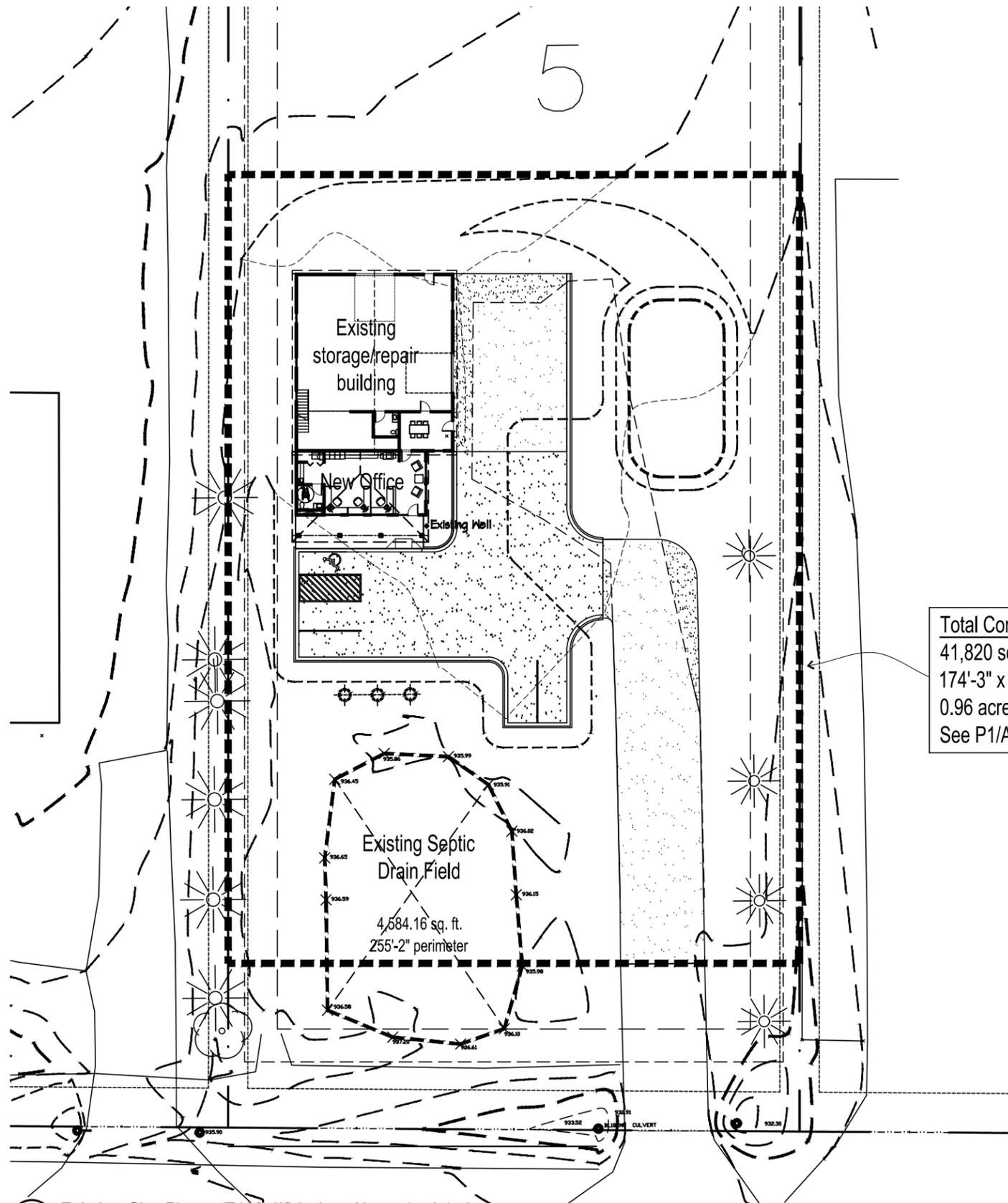
architect

RJJ
Architect, LLC
6729 Oak Grove Parkway N
Unit 646N
Brooklyn Park, Minnesota 55445
cell phone: 612.799.9169

project
NEW BUILDING
Dayton Industrial Park
Office/Storage/Repair Building
17400 113th Ave. N.
Dayton, MN 55389

project number 2303 sheet title
date 20 May 2025 Existing Site Plan
revisions Existing Site Plan Survey - 1"= 40'-0"
Existing Site Plan Survey - 1"= 20'-0"





P2 A01d Existing Site Plan - 17400 113th Ave. N. - w/ arial view 1"=20'-0"

P1 A01d Existing Site Plan - 17400 113th Ave. N. - w/ arial view 1"=40'-0"

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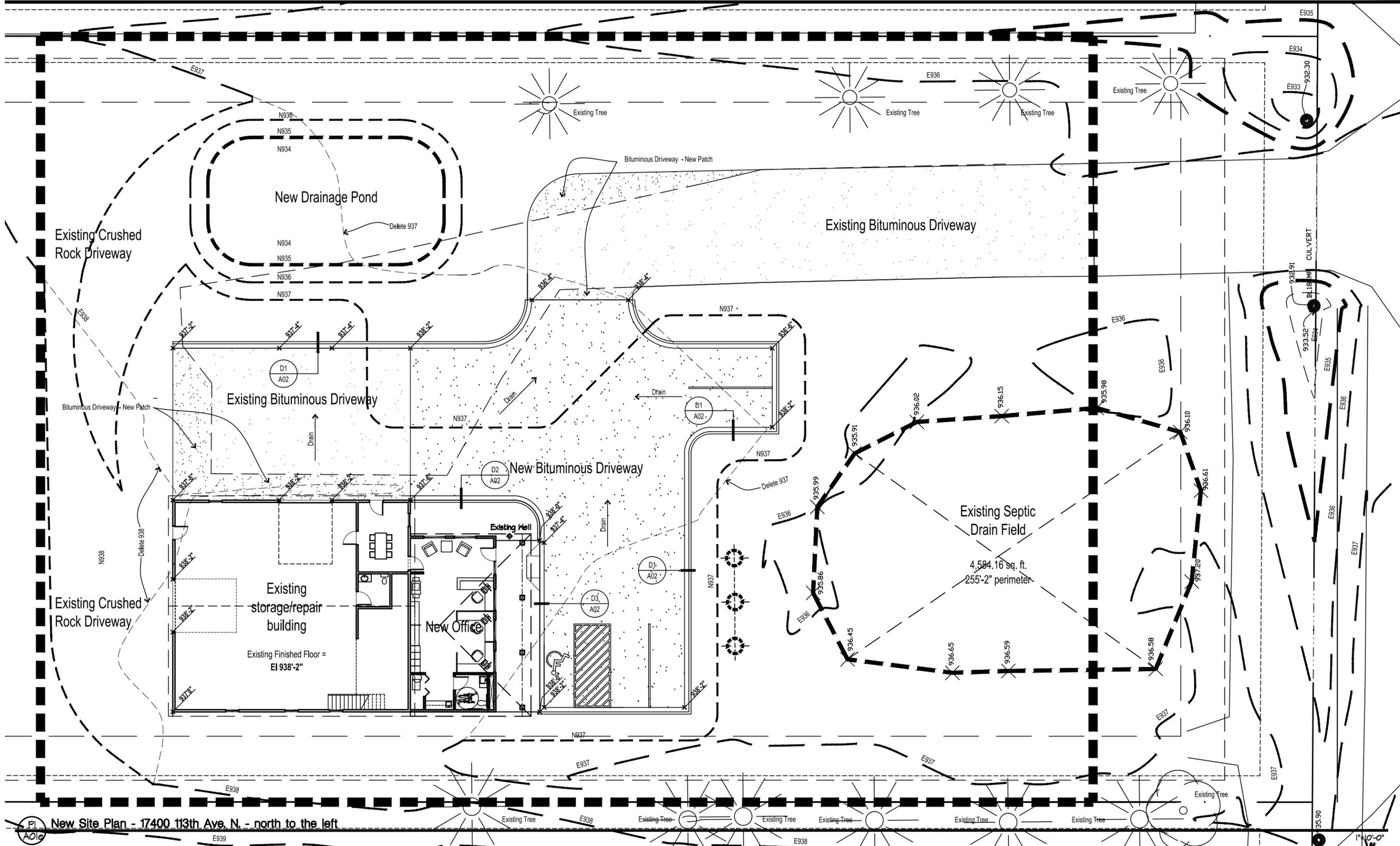
RJJ
Architect, LLC
6729 Oak Grove Parkway N
Unit #401
Brooklyn Park, Minnesota 55445
cell phone: 612 . 799 . 9169

NEW BUILDING
Dayton Industrial Park
Office/Storage/Repair Building
17400 113th Ave. N.
Dayton, MN 55399

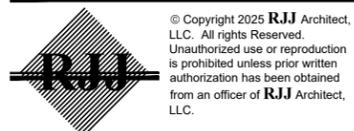
project number 2303
date 20 May 2025
revisions _____

New Site Plan
New Site Plan - 1"= 40'-0"
New Site Plan - 1"= 20'-0"

scale 1"=40'-0" sheet 6 of 9
A01d
file 2303WD-01



PI
A01e
New Site Plan - 17400 113th Ave. N. - north to the left



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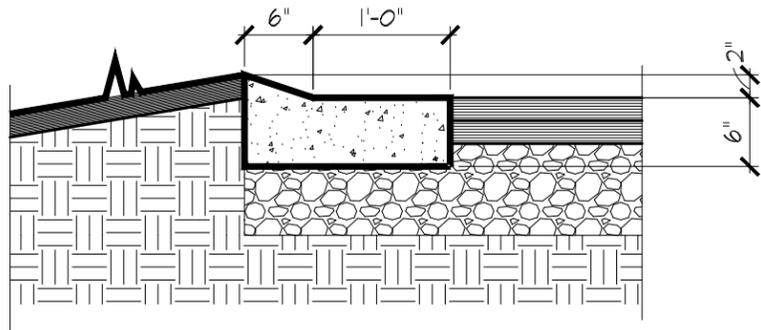
RJJ project
 Architect, LLC
 6729 Oak Grove Parkway N
 Unit 4481
 Brooklyn Park, Minnesota 55445
 cell phone: 612 . 799 . 9193

NEW BUILDING
 Dayton Industrial Park
 Office/Storage/Repair Building
 17400 113th Ave. N.
 Dayton, MN 55399

project number 2303 sheet title
 date 20 May 2025
 revisions

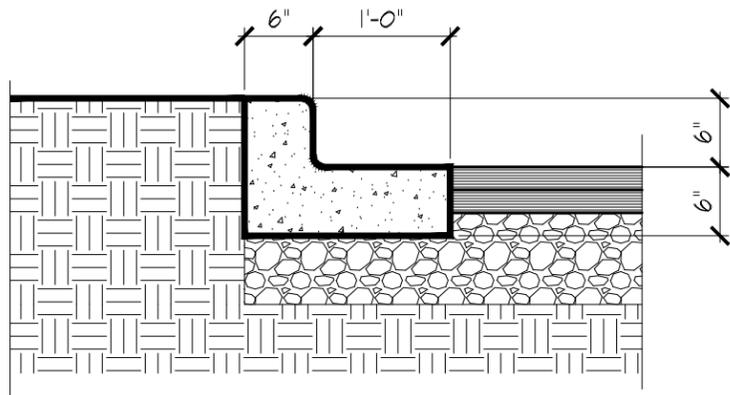
New Site Plan
 New Site Plan - 1"= 10'-0"

scale 1"= 10'-0" sheet 6 of 9
 A01e
 file 2303WD-01



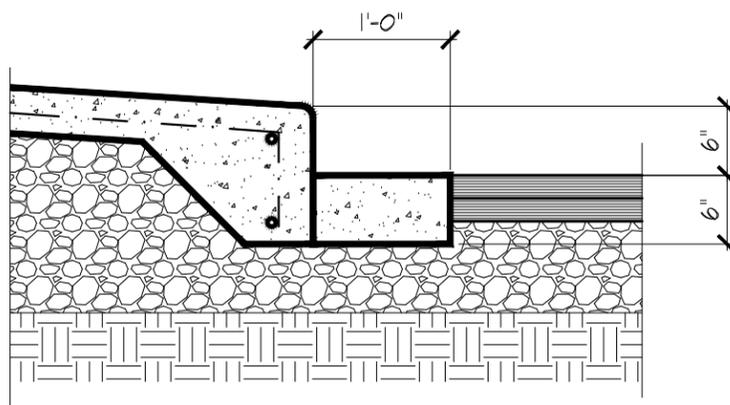
D1 Typical Overflow Concrete Curb Detail
A02

1/2"=1'-0"



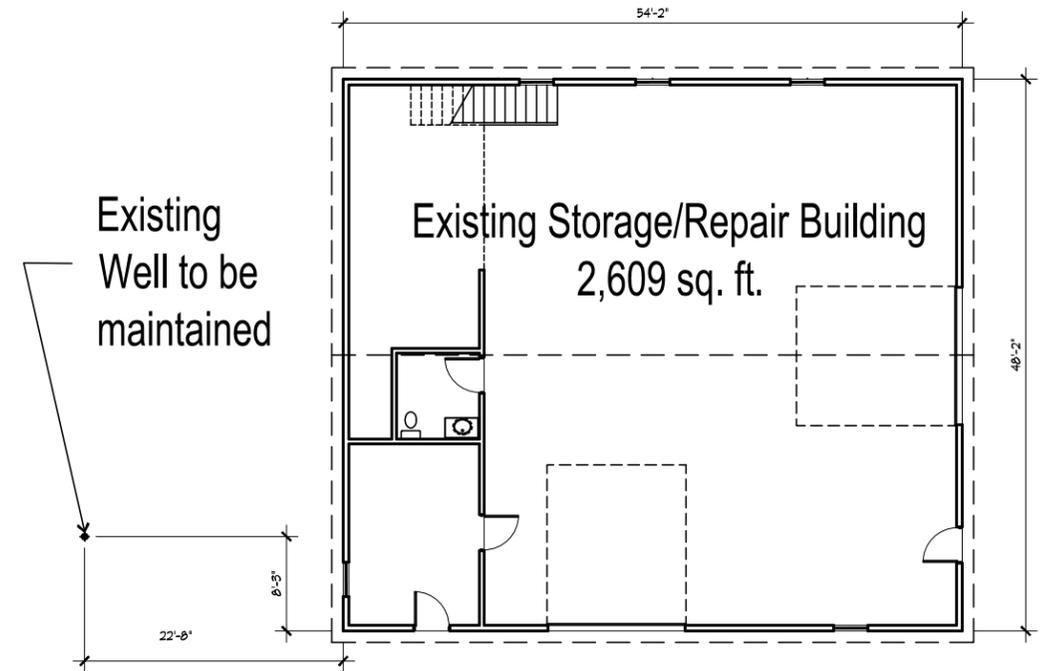
D2 Typical Concrete Curb & Gutter Detail at Planting Area
A02

1/2"=1'-0"



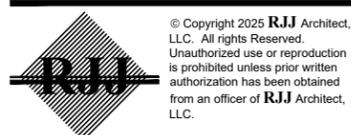
D3 Typical Concrete Curb & Gutter Detail at Outdoor Patio Edge
A02

1/2"=1'-0"



P3 Existing Floor Plan 17400 113th Ave. N.
A02

1/8"=1'-0"



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 date 20 May 2025
 signed Robert Johnson

architect

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 Brooklyn Park, Minnesota 55448
 cell phone: 612 . 799 . 9169

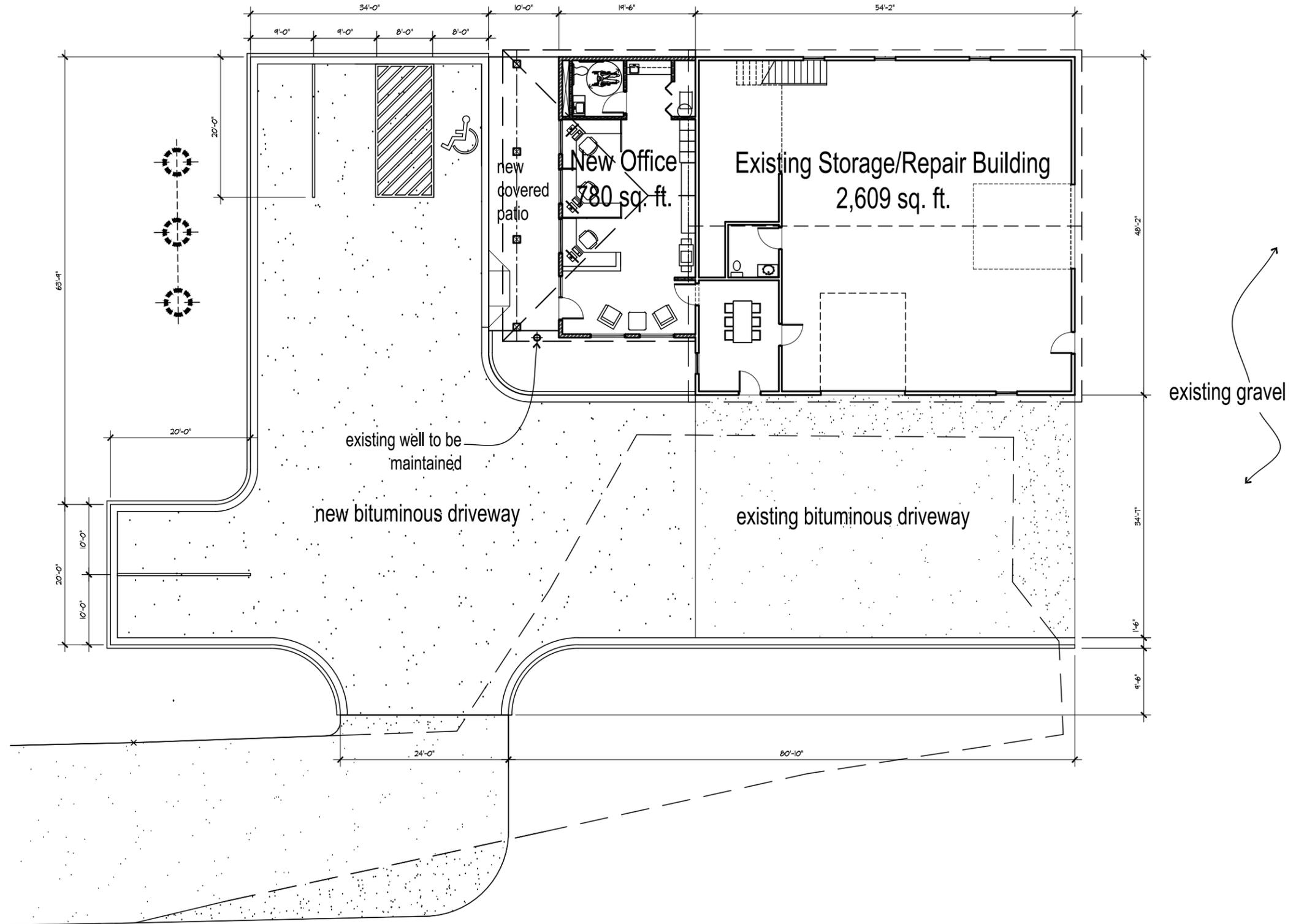
project

NEW BUILDING
 Dayton Industrial Park
 Office/Storage/Repair Building
 17400 113th Ave. N.
 Dayton, MN 55389

project number 2303
 date 20 May 2025

sheet title
Existing Floor Plan
 Existing Repair/Storage Floor Plan

scale 3/4"=1'-0"
 sheet 7 of 9
A02
 file 2303WD-01



P4
A03 Repair/Storage Floor Plan - includes New Office and Existing Repair/Storage Building

1/8"=1'-0"



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engineer _____

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 signed Robert Johnson

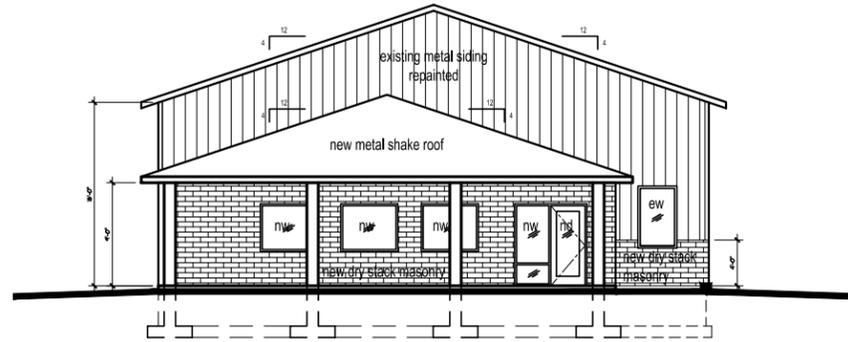
architect
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 cell phone: 612 . 799 . 9169

project
NEW BUILDING
Dayton Industrial Park
Office/Storage/Repair Building
 17400 18th Ave. N.
 Dayton, MN 55389

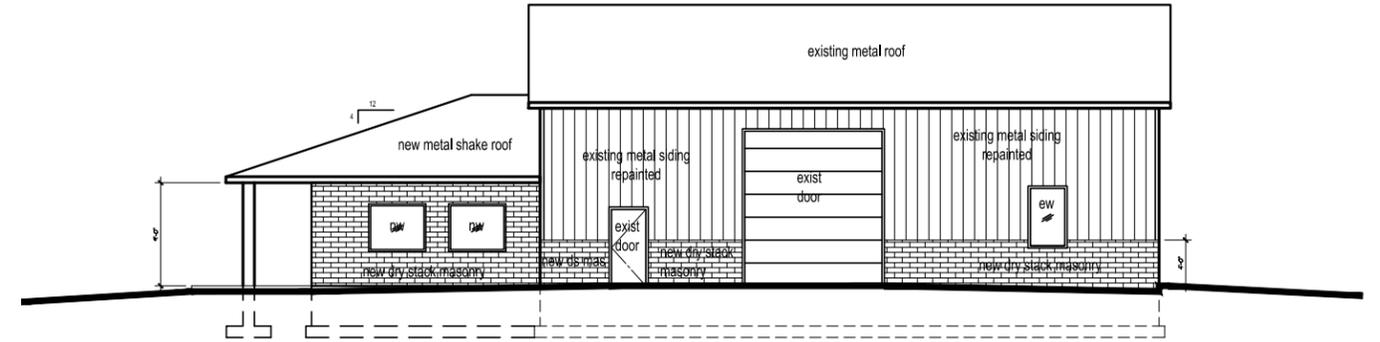
project number 2303
 date 20 May 2025
 revisions _____

sheet title
Floor Plan
 New Office Floor Plan Addition
 Existing Repair/Storage Floor Plan

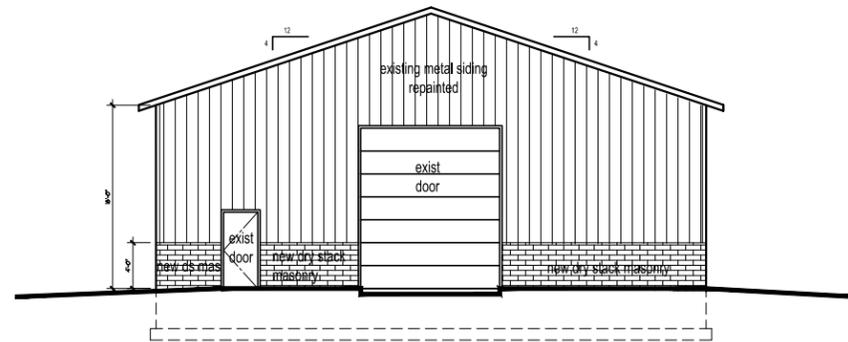
scale 1/8"=1'-0" sheet 8 of 9
A03
 file 2303WD-01



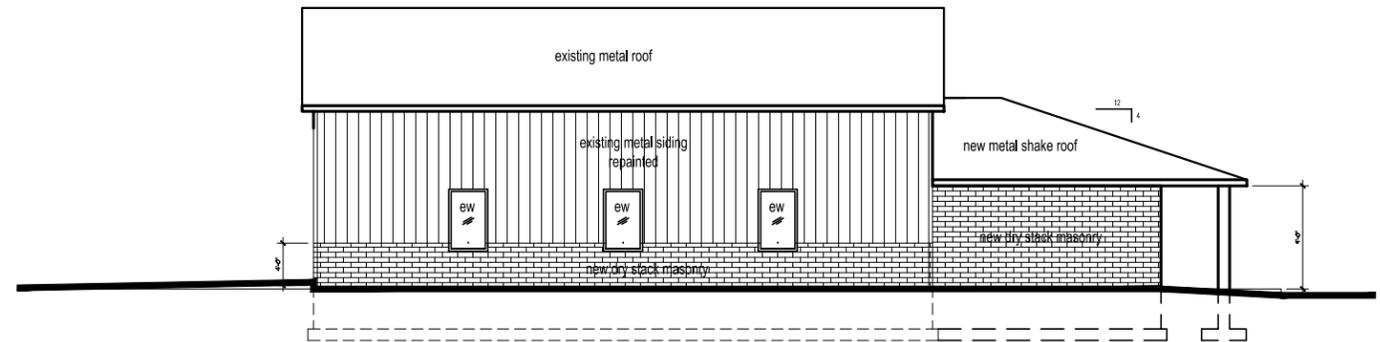
E2 South Exterior Elevation
 A04 1/8"=1'-0"



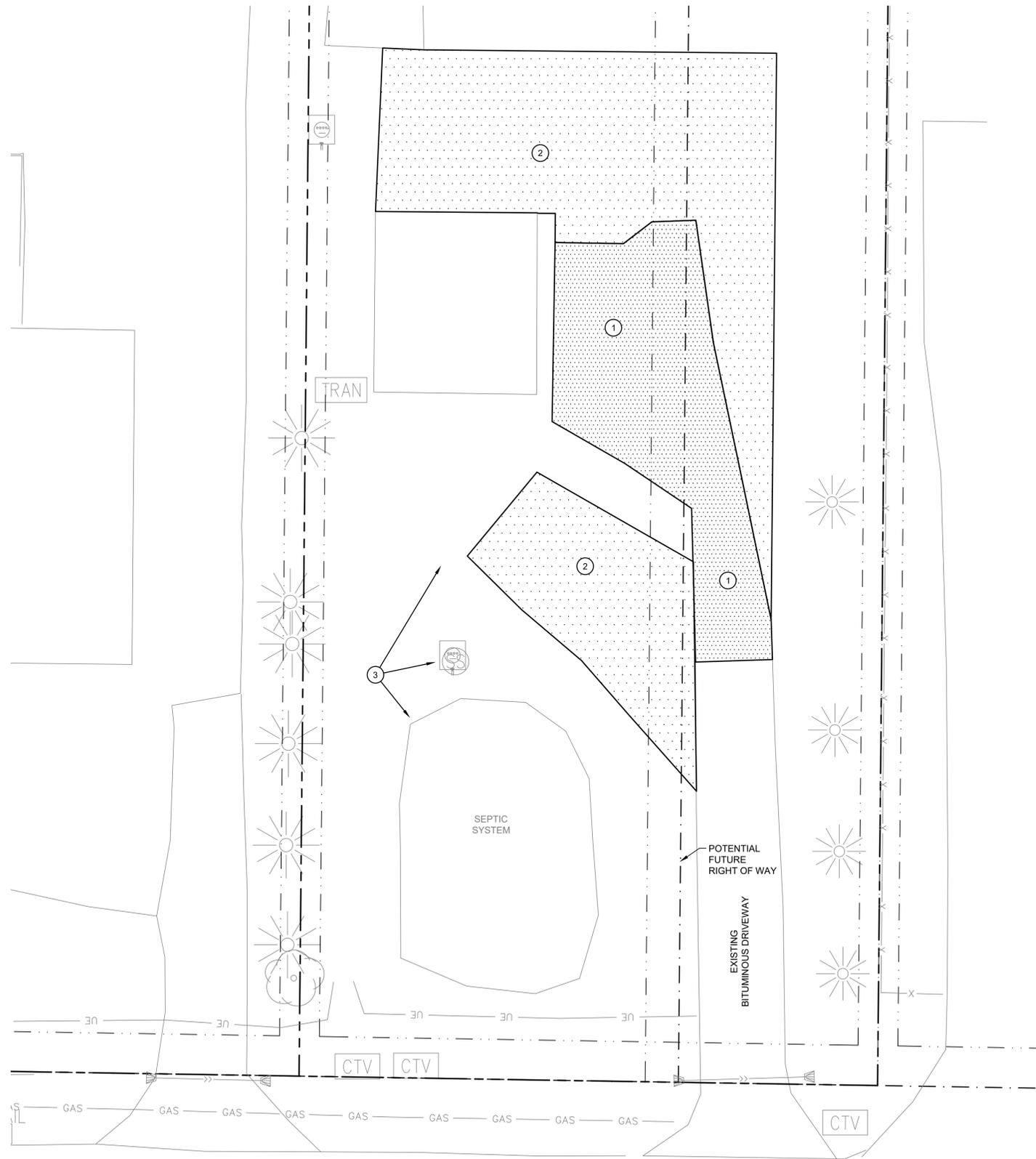
E1 East Exterior Elevation
 A04 1/8"=1'-0"



E3 North Exterior Elevation
 A04 1/8"=1'-0"



E3 West Exterior Elevation
 A04 1/8"=1'-0"



113TH AVENUE N

SYMBOL LEGEND

-  REMOVE AND DISPOSE OF EXISTING BITUMINOUS PAVEMENT SECTION
-  REMOVE AND SALVAGE EXISTING GRAVEL PAVEMENT SECTION

KEY NOTES

- ① REMOVE AND DISPOSE OF BITUMINOUS PAVEMENT.
- ② REMOVE AND DISPOSE OF GRAVEL PAVEMENT.
- ③ PROTECT EXISTING SEPTIC SYSTEM, PIPING, AND ELECTRICAL (VERIFY LOCATIONS)

DEMOLITION NOTES

- 1. Verify all existing utility locations.
- 2. It is the responsibility of the Contractor to perform or coordinate all necessary utility demolitions and relocations from existing utility locations to all onsite amenities and buildings. These connections include, but are not limited to, water, sanitary sewer, cable tv, telephone, gas, electric, site lighting, etc.
- 3. Prior to beginning work, contact Gopher State Onecall (651-454-0002) to locate utilities throughout the area under construction. The Contractor shall retain the services of a private utility locator to locate the private utilities.
- 4. Sawcut along edges of pavements, sidewalks, and curbs to remain.
- 5. All construction shall be performed in accordance with state and local standard specifications for construction.

PRELIMINARY NOT FOR CONSTRUCTION

Client:

DAYTON PROPERTIES
THOMAS L AND
BARBARA J SPANIER
 12510 FLETCHER LANE
 ROGERS, MN

Project Title:

OFFICE ADDITION
DAYTON INDUSTRIAL PARK
 17400 113TH AVE N
 DAYTON, MN

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Thomas J. Herkenhoff

Thomas J. Herkenhoff, P.E.

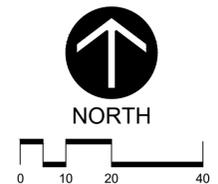
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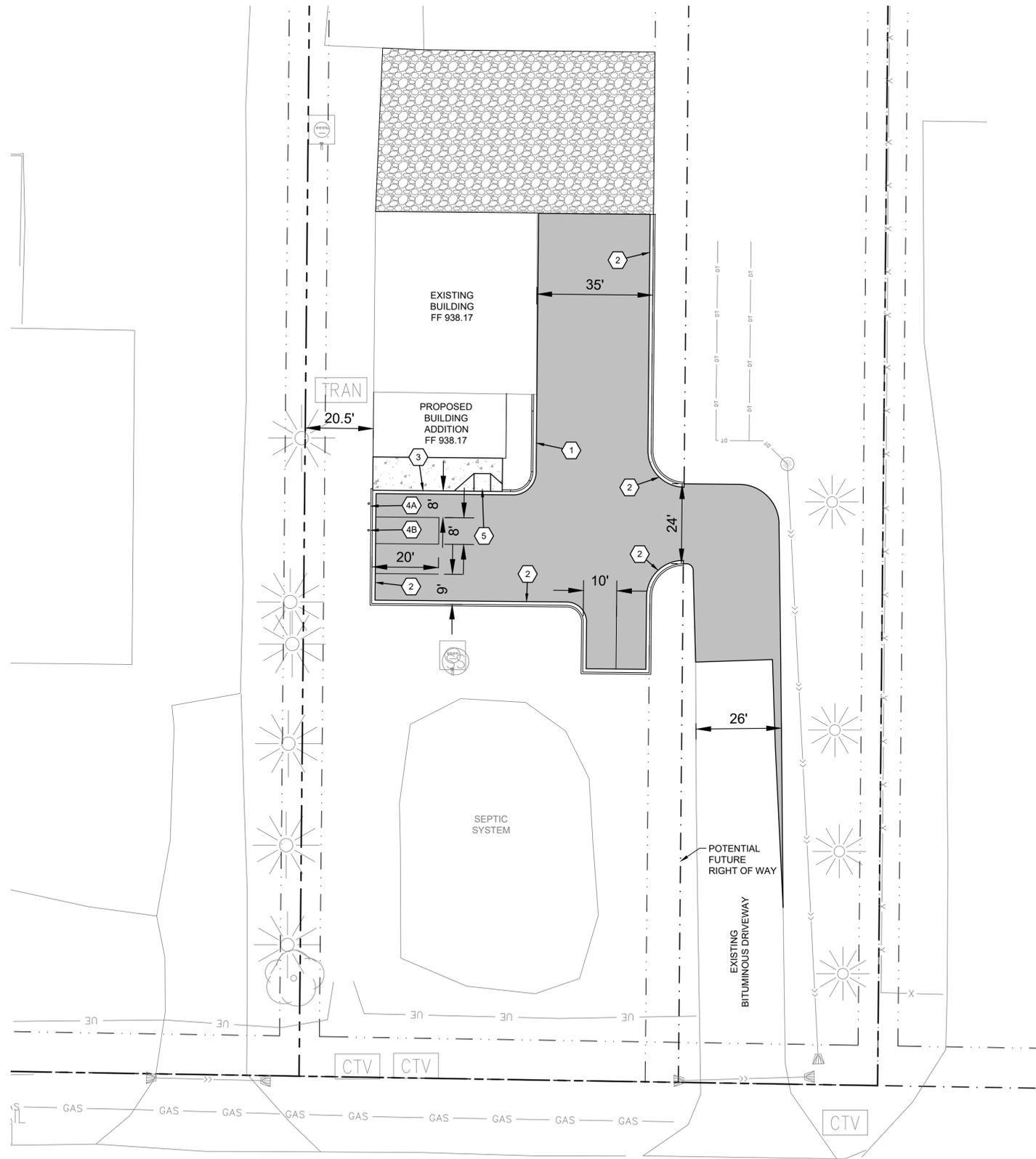
Rev.	Date	Description

Project #: 12256044
 Drawn By: TRK
 Checked By: TJH
 Issue Date: 05.16.25
 Sheet Title:

DEMOLITION PLAN

Sheet:
C100





113TH AVENUE N

SYMBOL LEGEND

-  NEW BITUMINOUS PAVEMENT SEE DETAIL 1/C500
-  NEW CONCRETE PAVEMENT SEE DETAIL 2/C500
-  8" SALVAGED AND NEW GRAVEL (AS NECESSARY)

NOTE: THE CONCRETE JOINTS ARE SHOWN ONLY FOR GENERAL REFERENCE TO SIGNIFY LIGHT-DUTY CONCRETE PAVEMENT. ACTUAL JOINTS SHALL BE CONSTRUCTED PER PROJECT SPECIFICATIONS.

GENERAL

-  PROPERTY LINE
-  EASEMENT LINE
-  RIGHT-OF-WAY LINE

KEY NOTES

- ① NEW TYPICAL CURB AND GUTTER AT PLANTING AREA, SEE ARCHITECTURAL DETAIL
- ② NEW TYPICAL OVERFLOW CONCRETE CURB, SEE ARCHITECTURAL DETAIL
- ③ NEW CONCRETE CURB AND GUTTER AT OUTDOOR PATIO, SEE ARCHITECTURAL DETAIL
- ④ NEW PARKING SIGN AND POST, SEE DETAIL 8/C500
 A: ADA PARKING
 B: ADA ACCESS AISLE
- ⑤ NEW ACCESSIBLE CURB RAMP, SEE DETAIL 4/C500

PRELIMINARY NOT FOR CONSTRUCTION

Larson Engineering, Inc.
 3524 Labore Road
 White Bear Lake, MN 55110
 651.481.9120
 www.larsonengr.com

Client:
DAYTON PROPERTIES
THOMAS L AND
BARBARA J SPANIER
 12510 FLETCHER LANE
 ROGERS, MN

Project Title:
OFFICE ADDITION
DAYTON INDUSTRIAL PARK
 17400 113TH AVE N
 DAYTON, MN

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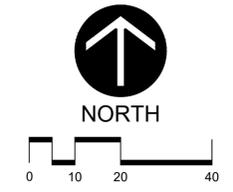
Thomas J. Herkenhoff
 Thomas J. Herkenhoff, P.E.
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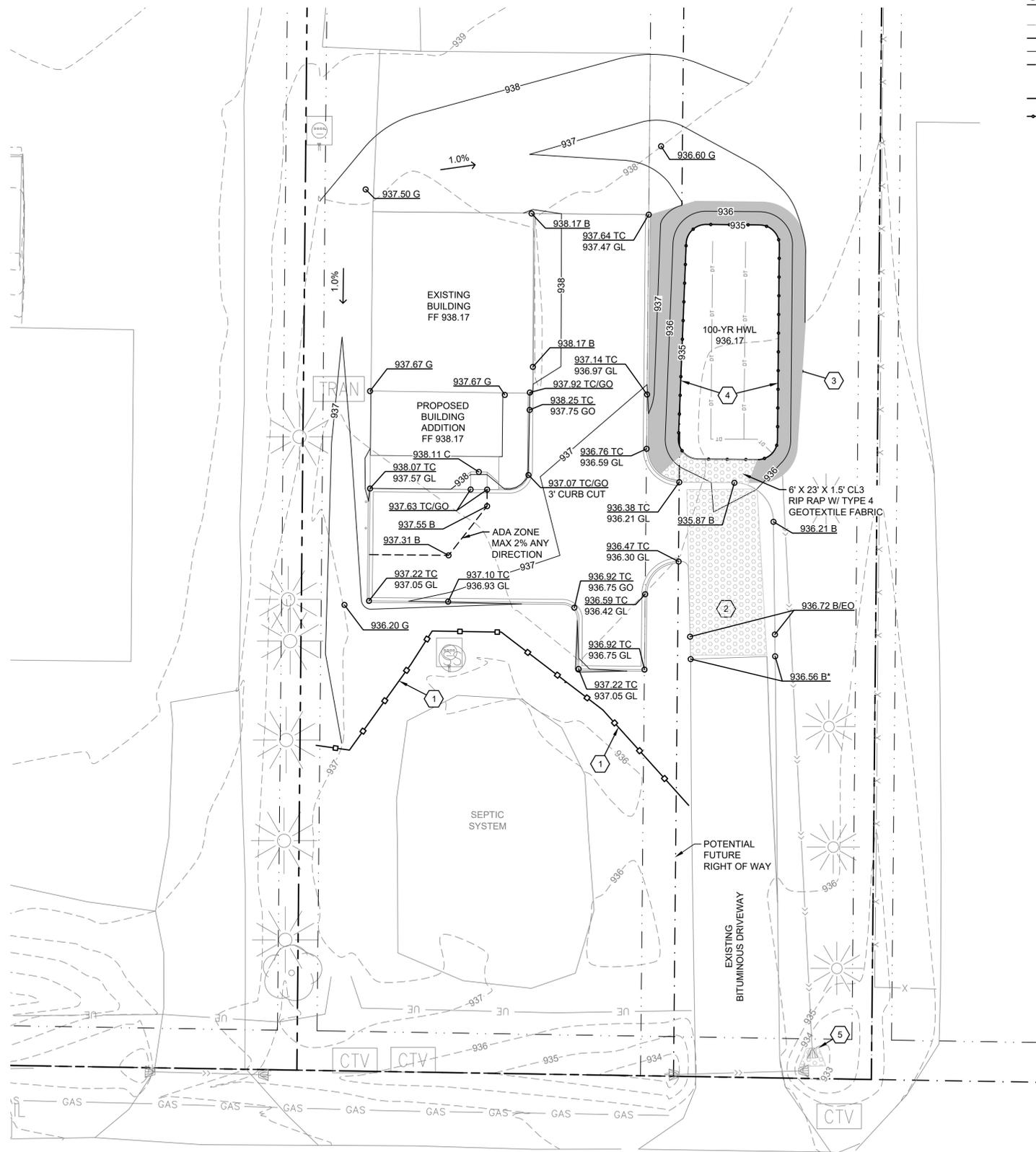
Rev.	Date	Description

Project #: 12256044
 Drawn By: TRK
 Checked By: TJH
 Issue Date: 05.16.25
 Sheet Title:

SITE PLAN

Sheet:
C200





113TH AVENUE N

SYMBOL LEGEND

- 950 --- EXISTING CONTOURS
 - 950 — PROPOSED CONTOURS - MAJOR INTERVAL
 - - - 949 - - - PROPOSED CONTOURS - MINOR INTERVAL
 - - - - - GRADE BREAK LINE
 - ← 2.0% GRADE SLOPE
 - SILT FENCE, SEE DETAIL 6/C500
 - SEDIMENT LOG, SEE DETAIL 4/C501
 - ▨ RIP-RAP / ROCK CONST. ENTRANCE SEE DETAIL 3/C501 AND 5/C500
 - EROSION CONTROL BLANKET SEE DETAIL 7/C500
- SPOT ABBREVIATIONS:**
- TC - TOP OF CURB
 - GL - GUTTER LINE
 - GO - GUTTER OUT
 - B - BITUMINOUS
 - EO - EMERGENCY OVERFLOW
 - (*) - EXISTING TO BE VERIFIED

KEY NOTES

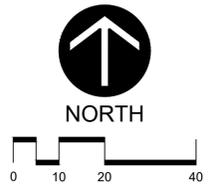
- ① SILT FENCE, SEE DETAIL 6/C500
- ② ROCK CONSTRUCTION ENTRANCE, SEE DETAIL 5/C500
- ③ EROSION CONTROL BLANKET, SEE DETAIL 7/C500
- ④ SEDIMENT LOG, SEE DETAIL 4/C501
- ⑤ RIP RAP, SEE DETAIL 3/C501

GRADING NOTES

1. Tree protection consisting of snow fence or safety fence installed at the drip line shall be in place prior to beginning any grading or demolition work at the site.
2. All elevations with an asterisk (*) shall be field verified. If elevations vary significantly, notify the Engineer for further instructions.
3. Grades shown in paved areas represent finish elevation.
4. All disturbed areas to receive 5" of good quality topsoil and seed.
5. All construction shall be performed in accordance with state and local standard specifications for construction.

EROSION CONTROL NOTES

1. Owner and Contractor shall obtain MPCA-NPDES permit. Contractor shall be responsible for all fees pertaining to this permit. The SWPPP shall be kept onsite at all times.
2. Install temporary erosion control measures (inlet protection, silt fence, and rock construction entrances) prior to beginning any excavation or demolition work at the site.
3. Erosion control measures shown on the erosion control plan are the absolute minimum. The contractor shall install temporary earth dikes, sediment traps or basins, additional siltation fencing, and/or disk the soil parallel to the contours as deemed necessary to further control erosion. All changes shall be recorded in the SWPPP.
4. All construction site entrances shall be surfaced with crushed rock across the entire width of the entrance and from the entrance to a point 50' into the construction zone.
5. The toe of the silt fence shall be trenched in a minimum of 6". The trench backfill shall be compacted with a vibratory plate compactor.
6. All grading operations shall be conducted in a manner to minimize the potential for site erosion. Sediment control practices must be established on all down gradient perimeters before any up gradient land disturbing activities begin.
7. All exposed soil areas must be stabilized as soon as possible to limit soil erosion but in no case later than 14 days after the construction activity in that portion of the site has temporarily or permanently ceased. Temporary stockpiles without significant silt, clay or organic components (e.g., clean aggregate stockpiles, demolition concrete stockpiles, sand stockpiles) and the constructed base components of roads, parking lots and similar surfaces are exempt from this requirement.
8. The normal wetted perimeter of any temporary or permanent drainage ditch or swale that drains water from any portion of the construction site, or diverts water around the site, must be stabilized within 200 lineal feet from the property edge, or from the point of discharge into any surface water. Stabilization of the last 200 lineal feet must be completed within 24 hours after connecting to a surface water. Stabilization of the remaining portions of any temporary or permanent ditches or swales must be complete within 14 days after connecting to a surface water and construction in that portion of the ditch has temporarily or permanently ceased.
9. Pipe outlets must be provided with energy dissipation within 24 hours of connection to surface water.
10. All riprap shall be installed with a filter material or soil separation fabric and comply with the Minnesota Department of Transportation Standard Specifications.
11. All storm sewers discharging into wetlands or water bodies shall outlet at or below the normal water level of the respective wetland or water body at an elevation where the downstream slope is 1 percent or flatter. The normal water level shall be the invert elevation of the outlet of the wetland or water body.
12. All storm sewer catch basins not needed for site drainage during construction shall be covered to prevent runoff from entering the storm sewer system. Catch basins necessary for site drainage during construction shall be provided with inlet protection.
13. In areas where concentrated flows occur (such as swales and areas in front of storm catch basins and intakes) the erosion control facilities shall be backed by stabilization structure to protect those facilities from the concentrated flows.
14. Inspect the construction site once every seven days during active construction and within 24 hours after a rainfall event greater than 0.5 inches in 24 hours. All inspections shall be recorded in the SWPPP.
15. All BMPs must be repaired, replaced, or supplemented when they become nonfunctional or the sediment reaches 1/3 of the capacity of the BMP. These repairs must be made within 24 hours of discovery, or as soon as field conditions allow access. All repairs shall be recorded in the SWPPP.
16. If sediment escapes the construction site, off-site accumulations of sediment must be removed in a manner and at a frequency sufficient to minimize off-site impacts.
17. All soils tracked onto pavement shall be removed daily.
18. All infiltration areas must be inspected to ensure that no sediment from ongoing construction activity is reaching the infiltration area and these areas are protected from compaction due to construction equipment driving across the infiltration area.
19. Temporary soil stockpiles must have silt fence or other effective sediment controls, and cannot be placed in surface waters, including stormwater conveyances such as curb and gutter systems, or conduits and ditches unless there is a bypass in place for the stormwater.
20. Collected sediment, asphalt and concrete millings, floating debris, paper, plastic, fabric, construction and demolition debris and other wastes must be disposed of properly and must comply with MPCA disposal requirements.
21. Oil, gasoline, paint and any hazardous substances must be properly stored, including secondary containment, to prevent spills, leaks or other discharge. Restricted access to storage areas must be provided to prevent vandalism. Storage and disposal of hazardous waste must be in compliance with MPCA regulations.
22. External washing of trucks and other construction vehicles must be limited to a defined area of the site. Runoff must be contained and waste properly disposed of. No engine degreasing is allowed onsite.
23. All liquid and solid wastes generated by concrete washout operations must be contained in a leak-proof containment facility or impermeable liner. A compacted clay liner that does not allow washout liquids to enter ground water is considered an impermeable liner. The liquid and solid wastes must not contact the ground, and there must not be runoff from the concrete washout operations or areas. Liquid and solid wastes must be disposed of properly and in compliance with MPCA regulations. A sign must be installed adjacent to each washout facility to inform concrete equipment operators to utilize the proper facilities.
24. Upon completion of the project and stabilization of all graded areas, all temporary erosion control facilities (silt fences, hay bales, etc.) shall be removed from the site.
25. All permanent sedimentation basins must be restored to their design condition immediately following stabilization of the site.
26. Contractor shall submit Notice of Termination for MPCA-NPDES permit within 30 days after Final Stabilization.



PRELIMINARY NOT FOR CONSTRUCTION

Larson Engineering, Inc.
 3524 Labore Road
 White Bear Lake, MN 55110
 651.481.9120
 www.larsonengr.com

DAYTON PROPERTIES
THOMAS L AND
BARBARA J SPANIER
 12510 FLETCHER LANE
 ROGERS, MN

OFFICE ADDITION
DAYTON INDUSTRIAL PARK
 17400 113TH AVE N
 DAYTON, MN

I hereby certify that this plan, specifications 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.

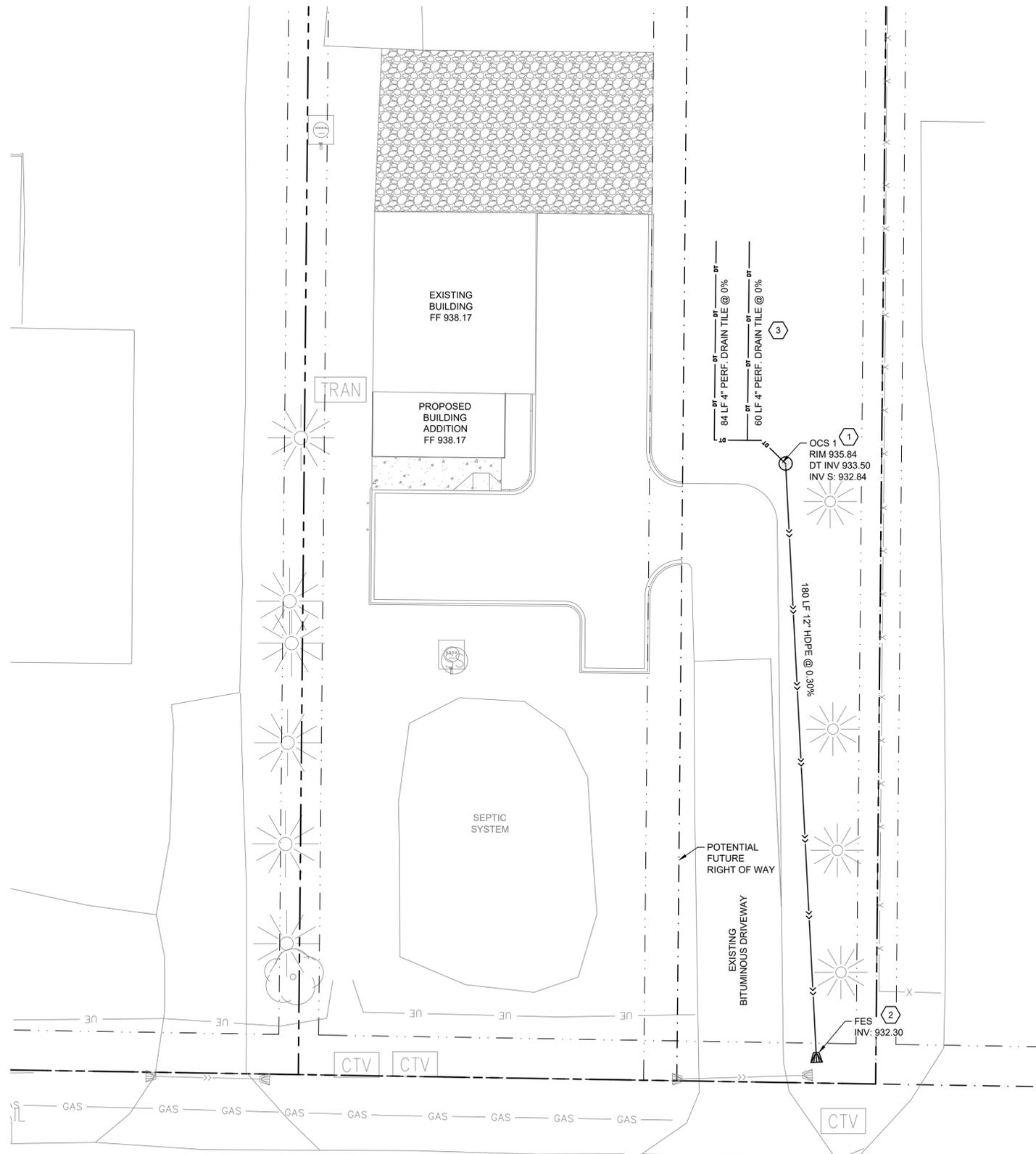
Thomas J. Herkenhoff
 Thomas J. Herkenhoff, P.E.
 Date: 05.16.25 Lic. No.: 25520

Rev.	Date	Description

Project #: 12256044
 Drawn By: TRK
 Checked By: TJH
 Issue Date: 05.16.25
 Sheet Title:

GRADING PLAN

Sheet:
C300



113TH AVENUE N

SYMBOL LEGEND

- | | | | |
|---|------------------|---|------------------|
| ○ | STORM MANHOLE | ⊗ | HYDRANT |
| ○ | CATCH BASIN | ⊗ | GATE VALVE & BOX |
| ⊞ | CURB INLET | ⊗ | WATER SHUTOFF |
| ▲ | FLARED END | ☀ | LIGHT POLE |
| ○ | SANITARY MANHOLE | | |
-
- | | |
|---------------|------------------------------|
| — T — T — | TELEPHONE LINE |
| — OE — | ELECTRIC OVERHEAD LINE |
| — UE — | ELECTRIC UNDERGROUND LINE |
| — FBO — | FIBER OPTIC UNDERGROUND LINE |
| — GAS — GAS — | NATURAL GAS UNDERGROUND LINE |
| — > — > — | SANITARY SEWER PIPE |
| — >> — >> — | STORM SEWER PIPE |
| — T — T — | TELEPHONE UNDERGROUND LINE |
| — — — | WATERMAIN PIPE |
| — — — | DRAINTILE PIPE |

KEY NOTES

- ① OUTLET CONTROL STRUCTURE, SEE DETAIL 2/C501
- ② FLARED END SECTION, SEE DETAIL 5/C501
- ③ FILTRATION BASIN, SEE DETAIL 1/C501

UTILITY NOTES

1. It is the responsibility of the contractor to perform or coordinate all necessary utility connections and relocations from existing utility locations to the proposed building, as well as to all onsite amenities. These connections include but are not limited to water, sanitary sewer, cable TV, telephone, gas, electric, site lighting, etc.
2. All service connections shall be performed in accordance with state and local standard specifications for construction. Utility connections (sanitary sewer, watermain, and storm sewer) may require a permit from the City.
3. The contractor shall verify the elevations at proposed connections to existing utilities prior to any demolition or excavation. All elevations with an asterisk (*) shall be field verified. If elevations vary significantly, notify the Engineer for further instructions.
4. The contractor shall notify all appropriate engineering departments and utility companies 72 hours prior to construction. All necessary precautions shall be made to avoid damage to existing utilities.
5. Storm sewer requires testing in accordance with Minnesota plumbing code 4714.1107 where located within 10 feet of waterlines or the building.
6. HDPE storm sewer piping shall meet ASTM F2306 and fittings shall meet ASTM D3212 joint pressure test. Installation shall meet ASTM C2321.
7. Maintain a minimum of 7 1/2' of cover over all water lines and sanitary sewer lines. Where 7 1/2' of cover is not provided, install 2" rigid polystyrene insulation (MIN/DOT 3760) with a thermal resistance of at least 5 and a compressive strength of at least 25 psi. Insulation shall be 8" wide, centered over pipe with 6" sand cushion between pipe and insulation. Where depth is less than 5', use 4" of insulation.

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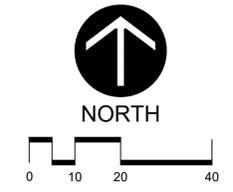
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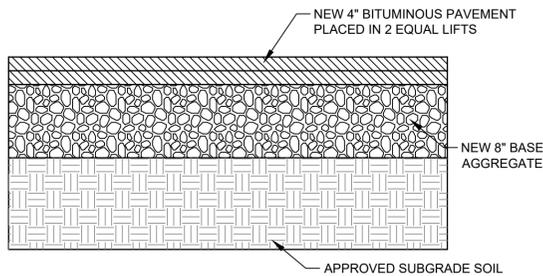
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UTILITY PLAN

Sheet:
C400

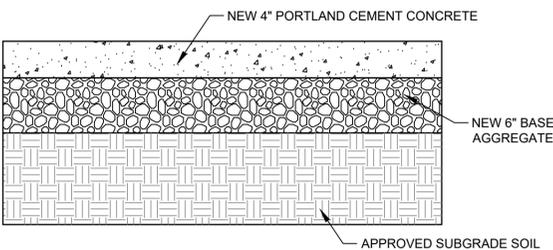




NOTE: VERIFY SECTION WITH GEOTECHNICAL ENGINEER OR OWNER.

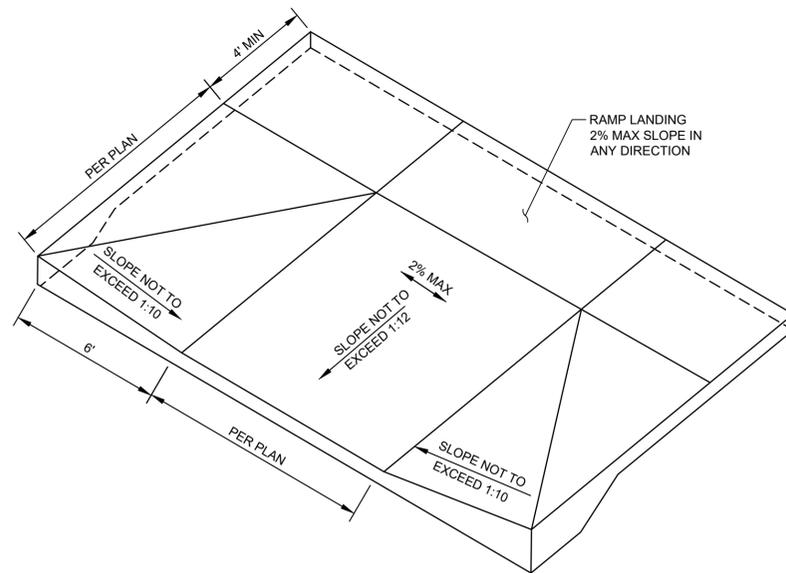
BITUMINOUS PAVEMENT SECTION

1
C500
NOT TO SCALE



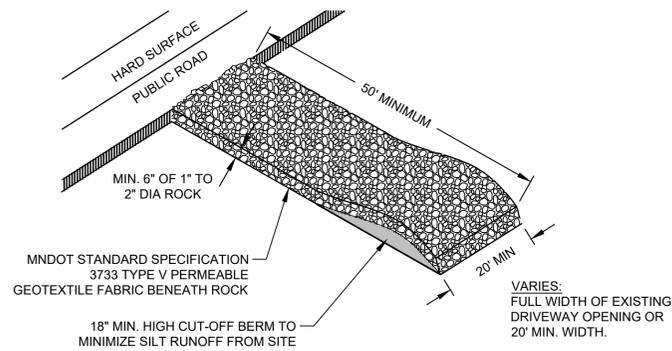
CONCRETE CONSTRUCTION DETAIL

2
C500
NOT TO SCALE



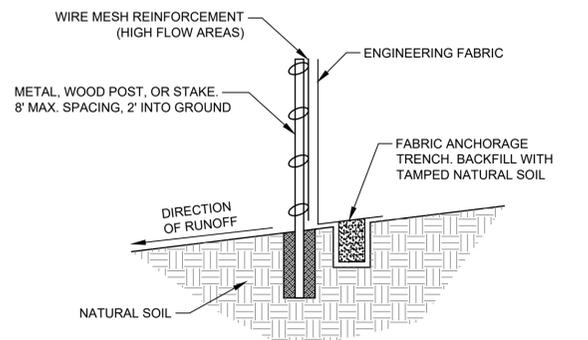
ACCESSIBLE RAMP DETAIL

4
C500
NOT TO SCALE



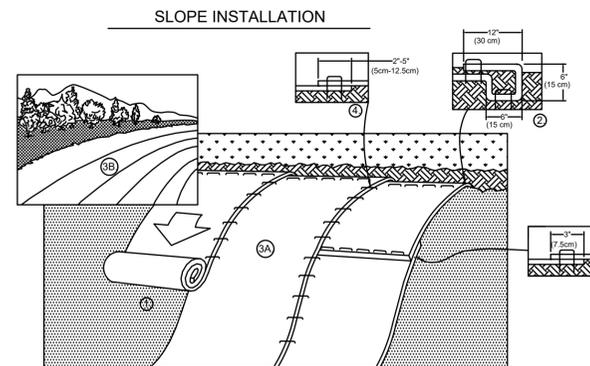
ROCK CONSTRUCTION ENTRANCE

5
C500
NOT TO SCALE



SILT FENCE INSTALLATION DETAIL

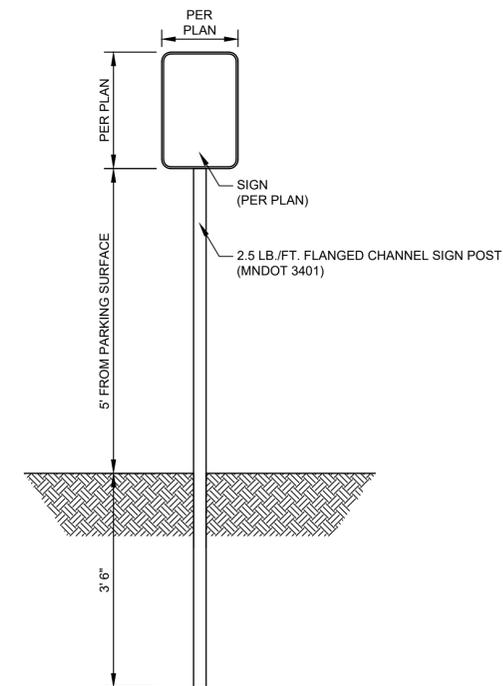
6
C500
NOT TO SCALE



1. PREPARE SOIL BEFORE INSTALLING ROLLED EROSION CONTROL PRODUCTS (RECP's), INCLUDING ANY NECESSARY APPLICATION OF LIME, FERTILIZER, AND SEED. NOTE: WHEN USING CELL-O-SEED DO NOT SEED PREPARED AREA. CELL-O-SEED MUST BE INSTALLED WITH PAPER SIDE DOWN.
2. BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE RECP's IN A 6" (15 CM) DEEP X 6" (15 CM) WIDE TRENCH WITH APPROXIMATELY 12" (30cm) OF RECP's EXTENDED BEYOND THE UP-SLOPE PORTION OF THE TRENCH. ANCHOR THE RECP's WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" (30 CM) APART IN THE BOTTOM OF THE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING. APPLY SEED TO COMPACTED SOIL AND FOLD REMAINING 12" (30 CM) PORTION OF RECP's BACK OVER SEED AND COMPACTED SOIL. SECURE RECP's OVER COMPACTED SOIL WITH A ROW OF STAPLES/STAKES SPACED APPROXIMATELY 12" (30 CM) APART ACROSS THE WIDTH OF THE RECP's.
3. ROLL THE RECP's (A.) DOWN OR (B.) HORIZONTALLY ACROSS THE SLOPE. RECP's WILL UNROLL WITH APPROPRIATE SIDE AGAINST THE SOIL SURFACE. ALL RECP's MUST BE SECURELY FASTENED TO SOIL SURFACE BY PLACING STAPLES/STAKES IN APPROPRIATE LOCATIONS AS SHOWN IN THE STAPLE PATTERN GUIDE. WHEN USING THE DOT SYSTEM, STAPLES/STAKES SHOULD BE PLACED THROUGH EACH OF THE COLORED DOTS CORRESPONDING TO THE APPROPRIATE STAPLE PATTERN.
4. THE EDGES OF PARALLEL RECP's MUST BE STAPLED WITH APPROXIMATELY 2" - 5" (5 CM - 12.5 CM) OVERLAP DEPENDING ON RECP's TYPE.
5. CONSECUTIVE RECP's SPLICED DOWN THE SLOPE MUST BE PLACED END OVER END (SHINGLE STYLE) WITH AN APPROXIMATE 3" (7.5 CM) OVERLAP. STAPLE THROUGH OVERLAPPED AREA, APPROXIMATELY 12" (30 CM) APART ACROSS ENTIRE RECP's WIDTH. NOTE: "IN LOOSE SOIL CONDITIONS, THE USE OF STAPLE OR STAKE LENGTHS GREATER THAN 6" (15 CM) MAY BE NECESSARY TO PROPERLY SECURE THE RECP's.

EROSION CONTROL BLANKET

7
C500
NOT TO SCALE



- NOTES:
1. ALL SIGNS TO BE INSTALLED IN ACCORDANCE WITH MMUTCD AND MNDOT CURRENT STANDARD SIGNS MANUAL.
 2. ALL SIGNS SHALL BE REVIEWED AND APPROVED BY OWNER/ENGINEER PRIOR TO CONSTRUCTION.
 3. SIGN POSTS TO BE 6" BEHIND THE BACK OF CURB, UNLESS OTHERWISE DIRECTED.

PARKING SIGN AND POST DETAIL

8
C500
NOT TO SCALE

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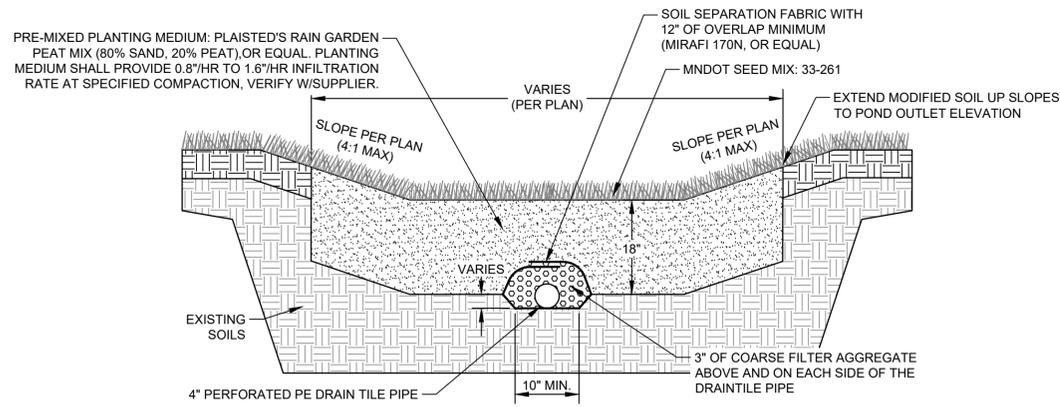
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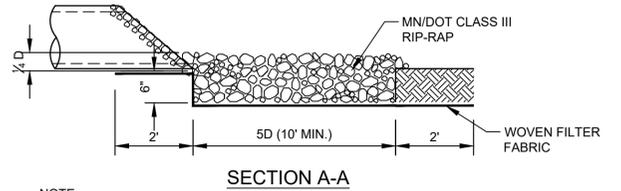
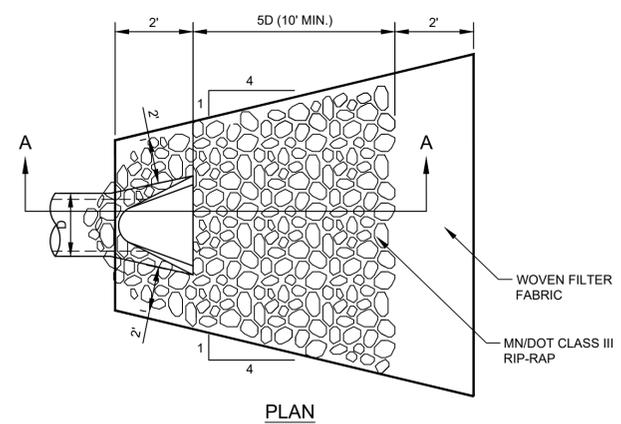
Sheet Title:
DETAILS

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C500



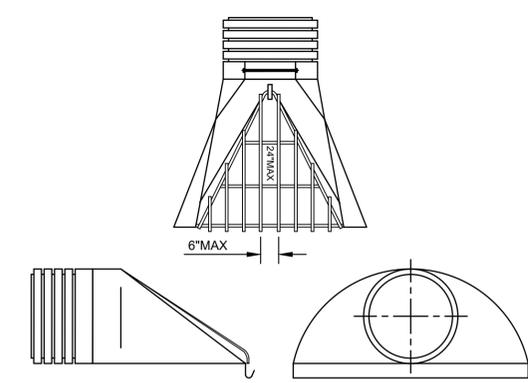
NOTES:
 1. THE EXISTING SOILS SHALL BE PROTECTED FROM COMPACTION DUE TO CONSTRUCTION TRAFFIC. AREAS SHALL BE STAKED AND MARKED OFF, WITH ONLY LOW IMPACT EQUIPMENT (TRACKED OR SIMILAR) ALLOWED.

1
 C501
FILTRATION BASIN DETAIL
 NOT TO SCALE



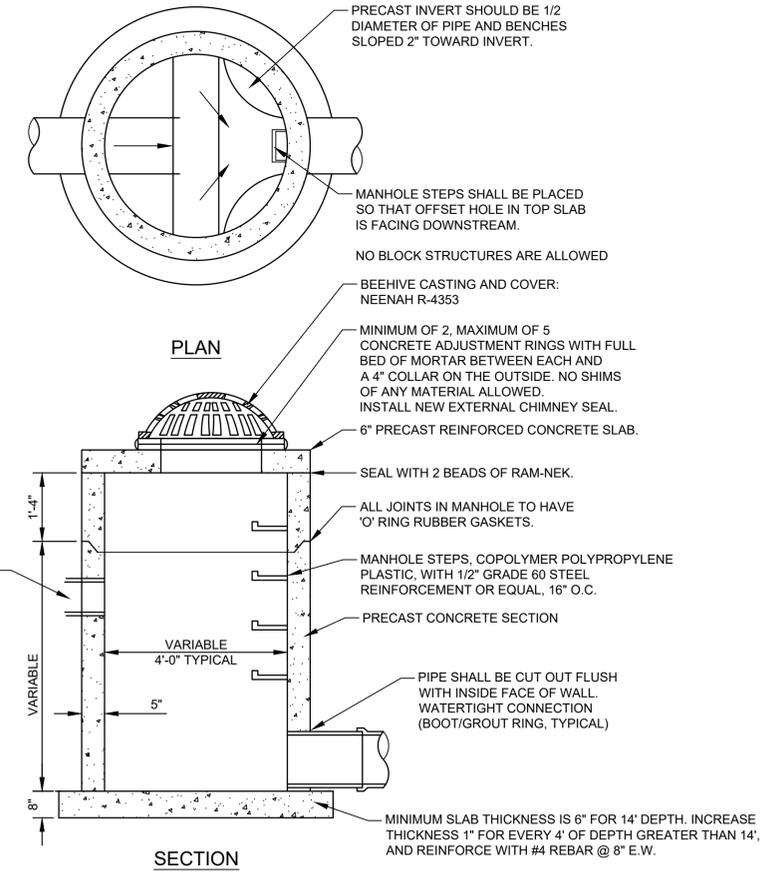
NOTE:
 500X MIRAFI FABRIC OR EQUAL

3
 C501
RIP-RAP AT OUTLETS
 NOT TO SCALE

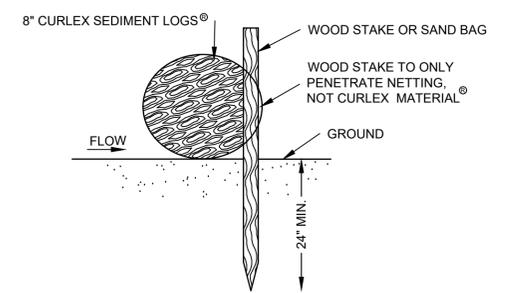


PROVIDE 3 CLIPS TO FASTEN TRASH GUARD TO F.E.S.
 HOT DIP GALVANIZE AFTER FABRICATION.

5
 C501
FLARED END SECTION DETAIL
 NOT TO SCALE



2
 C501
OUTLET CONTROL STRUCTURE MANHOLE DETAIL
 NOT TO SCALE



NOTES:
 1. STAKE OR SAND BAG SPACING SHALL BE 2 FEET O.C.

4
 C501
SEDIMENT LOG DETAIL
 NOT TO SCALE

PRELIMINARY NOT FOR CONSTRUCTION

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DETAILS

Sheet:
C501

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To:	Jon Sevald, Planning	From:	Jason Quisberg, Engineering Nick Findley, Engineering Ben Otto, Engineering
Project:	Dayton Industrial Park Office Addition	Date:	6/27/2025

Exhibits:

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

1. Land use and Development Application dated 5/21/2025, By RJJ Architect, 5 sheets
2. New Building Architectural Plans dated 5/20/2025, by RJJ Architect, 9 sheets
3. Dayton Industrial Park Office Addition Civil Plans dated 5/16/2025, by Larson Engineering, 6 sheets
4. Dayton Industrial Park Office Addition Civil Specifications dated May 14, 2025, by Larson Engineering, 73 sheets
5. Dayton Industrial Park Office Addition Stormwater Report dated May 14, 2025, by Larson Engineering, 31 sheets

Comments:General

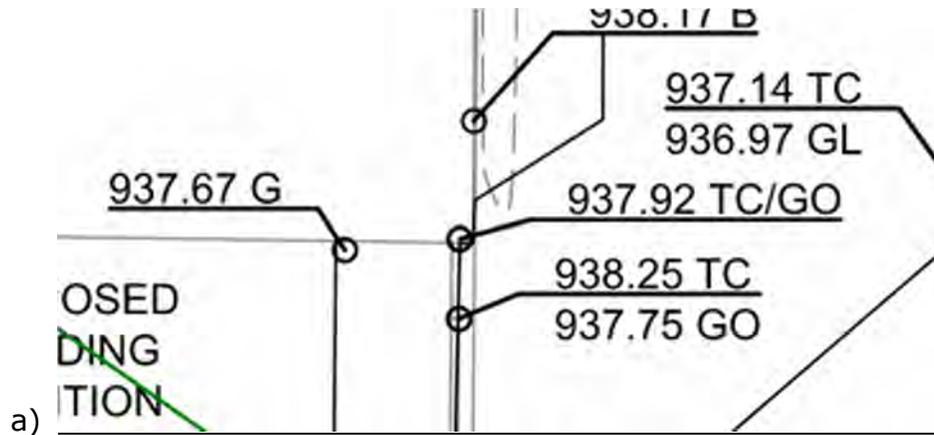
1. Consistent with the review process, a comment response letter shall be provided in response to the following comments provided in this Memorandum in which the applicant provides a written response to each item.
2. In addition to engineering related comments per these plans, the proposed plans are subject to additional planning, zoning, land-use, and other applicable codes of the City of Dayton.

Site Plans

- ~~3. A number of the proposed parking stalls are shown less than the standard included within the code. Coordinate with planning regarding the requirements for this site.~~
4. For constructability it is recommended bituminous be placed with a minimum width of 2'. Currently there are areas that shown are shown terminating at a point which may make it difficult to ensure proper compaction.

Grading /Stormwater

5. Drainage swales are currently shown as 1%, it is recommended that 2% be maintained to ensure proper drainage is maintained.
6. It appears that the drainage from the proposed curb at the connection to the existing building drains towards the building prior to draining to the curb cut. Drainage shall be conveyed away from the building.



7. Provide additional information along the eastern edge of the property showing the drainage path of the EOF. Currently it appears the pond EOF would utilize the existing drainage swale rather than the proposed emergency overflow elevation.
8. Please update the drainage maps as follows:
 - a) Include offsite runoff onto the site from the north and west. Update drainage boundary to include offsite drainage.
 - b) Verify scales are correct on drainage maps. The current scale appears to be off by 20'.
 - c) Please provide subcatchment label on drainage figures showing total drainage area and impervious percentage or area.
9. Update existing model to use a CN value of 91 for areas north of the existing building. Current model is shown as grass however plans and aerial imagery show it as gravel.
10. The water surface elevation of the pond shall be at the lowest constructed outlet (935.84) instead of at the infiltration media (935).
11. Please provide the electronic HydroCAD model files.
12. The current biofiltration basin HWL could inundate part of the entrance driveway up to the 936 contour. The applicant may wish to revise storage to be contained within the basin, however this would be allowable if impacts are limited to the proposed site and no neighboring properties are affected.
13. Swales adjacent to existing and proposed buildings should be evaluated to ensure they are sized appropriately to ensure adjacent buildings are not impacted by localized drainage.
14. Please include defined EOF location with spot elevation or grading shown on the plans. Provide a definitive EOF notch in which the drainage will be directed rather than overtopping the top of berm surrounding the pond.
15. Label rim and invert elevations on the OCS detail matching the designed model elevations.
16. Drain tile slopes shall be a minimum of 0.5%
17. Please update the filtration detail for the following:
 - a) Provide a minimum of 9" course filter aggregate and 3" of 1/4" pea gravel or washed rock above the drain tile invert.

June 27, 2025

Dayton Industrial Office Park Addition

Jon Sevald

Page 3 of 3

- b) Provide a minimum of 12" of filtration media above aggregate.
- c) Minimum drain tile size shall be 6"
- d) Remove soil separation fabric around the drain tile.

Watermain/Sanitary Sewer

- 18. Previous plans have shown the existing well within close proximity of the proposed building. This should be shown within the plans.

End of Comments

ITEM:

2025 Mill & Overlay Improvements - 125th Ave & East French Lake Rd

PREPARED BY:

Jason Quisberg, Engineering

POLICY DECISION / ACTION TO BE CONSIDERED:

Approve Plans and Specifications and Authorize Bidding for the 2025 Mill & Overlay Improvements project

BACKGROUND:

Using Dayton's Pavement Management Plan (PMP) as a guide, a mill and overlay treatment to South Diamond Lake Road were identified for the 2025 road improvement project. Bids received for that project were considerably less than what was anticipated. In reaction to the lower-than-anticipated bid, additional improvements in 2025 are being considered.

Mill and overlay improvements are identified for the entire length of East French Lake Road and 125th Avenue, in 2026 and 2028, in the PMP. In attempt to take advantage of current competitive pricing, staff was directed to pursue bids for these improvements yet this year. The preparation of plans and specifications was authorized at the June 24th meeting.

Plans have been completed and are ready for bidding. Should Council still wish to pursue pricing for the improvements in 2025, plans should be approved and bidding authorized. Per the engineering proposal approved previously, the bidding process is anticipated to require an approximately \$4,000 worth of effort.

Scope:

As mentioned, East French Lake Road and 125th Avenue, from Territorial Road to Fernbrook Lane, is to be included in the project.

The inclusion of the Stonehearth Ridge neighborhood (126th Avenue and Kingsview Lane) was also discussed and to be included; however, field investigation identified some inconsistencies in the existing pavement structure (non-uniform bituminous curb), which poses design challenges. These challenges, together with the limited timespan available for consideration of construction yet this year, led to this work being eliminated from the project. The neighborhood could be considered as a part of a larger future project, or as a standalone project. Further evaluation will be completed this winter.

Cost Estimate:

Total Construction:	\$798,000
Engineering:	\$56,000
Other Indirect Costs:	\$16,000
Total Project:	\$870,000

The funding source is expected to be primarily the city's pavement management fund, though roughly \$50,000 of the improvements are tied to storm sewer work (culvert replacements). Meaning, some funding from the city's stormwater fund could be considered.

Schedule:

Approve Plans/Authorize Bids	July 22 nd
Open Contractor Bids	August 12 th
Review Bids/Award Contract	August 26 th
Start Construction (Early)	Mid-Late September
Substantial Completion	October 31 st

RECOMMENDATION:

Should Council desire to proceed with the project, the project plans should be approved as prepared and publishing the ad for bid authorized.

ATTACHMENT(S):

2025 Mill and Overlay Improvements Plans (cover sheet only – full plans available upon request)

Advertisement for Bids

**SECTION 00 11 13
ADVERTISEMENT FOR BIDS**

NOTICE TO CONTRACTORS

Electronic Bid Proposals will be received by the City of Dayton, Minnesota, on the QuestCDN.com website via the VirtuBid electronic bidding application. Only electronic bids will be accepted for this project. Bids will be received on the QuestCDN.com website, until **10:00 A.M., CDT, on Tuesday, August 12, 2025**, at which time they will be opened electronically and reviewed for the furnishing of all labor, materials, and all else necessary for the following:

2025 DAYTON MILL AND OVERLAY IMPROVEMENTS

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

63,000 Sq Yd	Mill Bituminous Surface
5,400 Tons	Asphalt Pavement
3,000 Lin Ft	Bituminous Curb
4,500 Lin Ft	4" Multi-Component Striping
120 Lin Ft	Culvert Replacement

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

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

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

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

The Project Manual is available on QuestCDN (www.questcdn.com). You may download the digital plan documents for a fee by inputting **Quest Project #9784919** on the website's project search page. Please contact QuestCDN at 952-233-1632 or Direct inquiries to Mark Schroeher at (651) 395-5216 or mark.schroeher@stantec.com or Nick Findley at (651) 334-0653 or nick.findley@stantec.com.

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

PUBLISHED: QuestCDN.com: July 31, 2025
Dayton-Champlin Press: July 31, 2025

ITEM:

Consideration of an Amendment to the Dayton Zoning & Subdivision Code Section 1001.14 related to Exterior Lighting

PREPARED BY:

Hayden Stensgard, Planner II

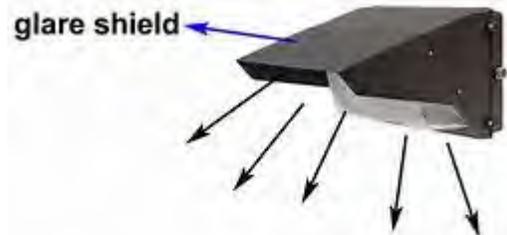
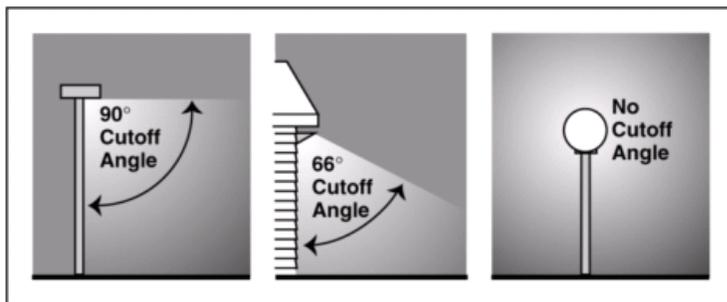
BACKGROUND:

In February, the City Council directed staff to look into an ordinance amendment solidifying exterior lighting standards in the Zoning and Subdivision Ordinance for all properties within Dayton. Historically, the City has not had regulations established in the code for single-family properties, and the requirements for lighting standards on commercial and industrial districts have been included as conditions related to approval of a proposed development. The proposed ordinance addresses lighting requirements in all districts within the City, with specific guidelines relevant to each type of use. Staff drafted the ordinance attached to this report to establish general standards for exterior lighting, as well as to promote the City as a Dark Sky Community as noted within the 2040 Comprehensive Plan, and to provide protection to surrounding properties regarding nuisances caused by exterior lighting.

ANALYSIS

To promote the City’s designation in the Comprehensive Plan as a Dark Sky Community, all lighting would be required to be downcast with a cutoff angle of 90 degrees at maximum. This would prohibit any light being cast upward, except for specific exemptions noted in the proposed ordinance. Below are a couple of examples of down-casted lights with cutoffs, as well as wall-pack lights typically situated over entry points to buildings with shields that downcast the light being emitted.

The draft ordinance measures trespassing light in the form of footcandles, a common industry standard that can be shown via a Photometric Plan, which is a standard component of a construction plan set submitted for a development proposal. Footcandles are currently defined in the Zoning Ordinance as follows:



full cutoff



Footcandle. A unit of illumination produced on a surface, all points of which is 1 foot from a uniform point source of 1 candle.

An important note regarding footcandles is that the amount of illumination produced on a surface is different than the actual visibility of lights. An example of this is that there are lights in the industrial park that may be visible from afar, but will have a reading of 0 footcandles from the area you view the light from, because the specific light does not illuminate the ground in that specific area. In some trials Staff has done with footcandle readings, .5 footcandles or less means that a shadow cast on the ground from a light is barely visible. As footcandle readings increase, the shadow cast by light becomes more and more apparent.

When establishing maximum illumination levels for each given use within the City. Staff found that when single-family residential is addressed in an exterior lighting ordinance, the common standard is not more than .5 footcandles at the property line when adjacent to other single-family residential. For commercial and industrial properties, including parking areas, when adjacent to similar uses, the common standard found is no more than 1 footcandle at the property line. When a commercial or industrial use is adjacent to single-family residential, Staff proposes matching the minimum standards already established for outdoor display and outdoor storage in those districts at no more than .1 footcandle at the adjacent property line. This requirement is proposed to further hinder any potential intensities brought onto a residential property when an industrial or commercial use is directly adjacent. When it's single-family residential to single-family residential, properties are situated much closer together, and the maximum of .5 footcandles allows flexibility to the residents regarding illuminating their properties, as long as they can meet the other standards established within this ordinance (Ex. Downcasting).

PLANNING COMMISSION RECOMMENDATION

The Planning Commission first discussed this item at their May meeting, and moved to table action as they wanted some touch-ups to the proposed ordinance before moving forward to the City Council. Based on the conversation had at the May meeting, staff had revised the ordinance, addressing the following:

Changes to Exemptions:

- Architectural lighting was removed from the upcasting exemption; uplighting the American Flag is still exempt.
- Adding holiday lighting to the uplighting exemption, but it is still required not to trespass onto adjacent properties
- All stadium lighting, new and existing, is exempt from the height standards (typically 60 feet or taller).
- Street lights are required to be downcasted.
- Wall lighting on single-family residential exemption from upcasting regulation, provided it is installed under a porch, eave, or some other portion of a building that does not allow for light to be projected into the sky. Such wall lighting would still be prohibited from trespassing light onto adjacent properties.
- Low-level landscape lighting would be prohibited with this ordinance, and the Planning Commission discussed this briefly, but recommended it be left out.

Other changes and discussions by the Planning Commission:

- Minimum requirements section to refer to MN State Building Code.
- There was a discussion on whether the residential portion of this ordinance should be included in the City Code under nuisances rather than in the zoning ordinance. Staff recommends keeping this

CITY COUNCIL REGULAR MEETING

section in the zoning ordinance, as the regulatory nature of this section reflects other parts of the zoning ordinance, as well as establishing a single place to view lighting standards for the City.

The Planning Commission reviewed these changes at their July 10 regular meeting and unanimously recommended approval of the ordinance amendment as drafted.

RELATIONSHIP TO COUNCIL GOALS

Not specific to any City Council goals.

RECOMMENDATION:

Staff believes that if the Planning Commission and City Council feel that regulating exterior lighting in single-family residential districts is appropriate, the proposed ordinance addresses the concerns related to light trespassing on other properties, while at the same time not establishing too many limitations on how residents choose to light their properties. Addressing single-family residential properties and their exterior lighting is consistent with what is addressed by other Dark Sky Communities.

ACTION:

The City Council has the following options:

- A. Motion to approve the Ordinance Amendment as written.
- B. Motion to approve the Ordinance Amendment with revision identified by the City Council.
- C. Motion to deny the Ordinance with findings of fact to be provided by the City Council.
- D. Motion to table action on the item with direction to be provided to the applicant and staff by the City Council.

ATTACHMENT(S):

Draft Ordinance Amendment

ORDINANCE NO. 2025-17
CITY OF DAYTON
HENNEPIN AND WRIGHT COUNTIES, MINNESOTA
STATE OF MINNESOTA

**AN ORDINANCE AMENDING THE DAYTON ZONING AND SUBDIVISION CODE
RELATED TO EXTERIOR LIGHTING**

SECTION 1. AMENDMENT. Dayton Zoning and Subdivision Code Section 1001.14 General Regulation, Additional Requirements, Exceptions and Modifications, is hereby amended by adding the underlined material as follows:

**1001.14 GENERAL REGULATIONS, ADDITIONAL REQUIREMENTS,
EXCEPTIONS AND MODIFICATIONS.**

...

Subd. 2 Standards

~~—(1) *Glare.* Glare, whether direct or reflected, such as from floodlights or high temperature processes, and as differentiated from general illumination, shall not be visible at any property line so as to obstruct traffic.~~

~~—(2) *Exterior Lighting.* Any lights used for exterior illumination, shall not be visible at any property line so as to obstruct traffic.~~

(31) *Vibration.*

a. Vibration shall not be discernible at any property line to the human sense of feeling for 3 minutes or more duration in any 1 hour.

b. Vibration of any kind shall not produce at any time an acceleration of more than 0.1 gravities or shall result in any combination of amplitudes and frequencies beyond the safe range of Table VII United States Bureau of Mines Bulletin No. 422, “Seismic Effects of Quarry Blasting,” on any structure.

c. The methods and equations of Bulletin No. 422 shall be used to compute all values for the enforcement of this provision. The bulletin is incorporated herein by reference.

(42) *Noise, odors, smoke, dust, fumes, water and waste.*

a. The design, construction and performance of all nonresidential uses shall be in conformance with City, ~~e~~County, and State of Minnesota standards and regulations.

b. The storage of trash shall be within principal buildings or otherwise shall be within an accessory enclosure complete with roof and walls of the same exterior finish as the main structure and screened from all Residential Districts with an adequate buffer.

(53) *Accessory bBuildings.* The exterior finish and design of all accessory buildings shall match the exterior design and materials of the principal building or dwelling.

...

Subd. 12 Exterior Lighting

(1) Purpose. The purpose of this section is to promote the City of Dayton's designation as a Dark Sky Community by limiting light spillage and glare to ensure the safety of motorists and pedestrians, and to ensure lighting does not adversely affect land uses on adjacent properties. More specifically, this section is intended to:

a. Regulate exterior lighting to mitigate adverse impacts. Regulate exterior lighting to assure that excessive light spillage and glare are not directed at adjacent properties, neighboring areas, and motorists;

b. Ensure proper insulation. Ensure that all site lighting is designed and installed to maintain adequate lighting levels on site while limiting negative lighting impacts on adjacent lands; and

c. Provide security. Provide security for persons and land.

(2) Applicability.

a. In general. The provisions of this section shall apply to all development in the city unless exempted in accordance with § 1001.14 Subd. 12(3) below. For new development, including new signs, the Community Development Department may require specification plans and light distribution plans (photometric) to verify compliance with these standards. Where regulations of this section are in conflict with other sections of the City Code, the more restrictive requirement shall apply.

b. It is the responsibility of every installer of lighting and every owner or occupant of property on which a light source is located to comply with the provisions of this section.

(3) Exemptions. The following are exempt from specific portions of the exterior lighting standards of this section.

a. Athletic field lighting is exempt from the height standards;

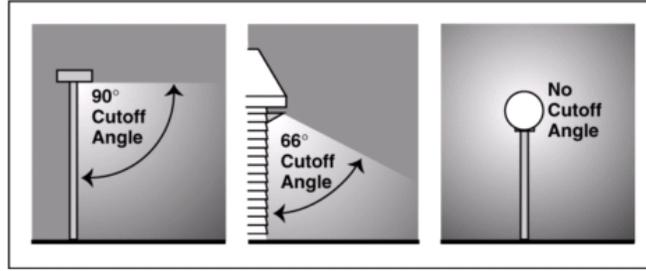
b. City-owned, -operated, or -maintained street lights located within a street right-of-way or other easement granted to the city are exempt from the footcandle standards at property lines.

c. Holiday displays and decorations are exempt from the down-casting standards.

d. Wall lights on single-family residential is exempt from the down-casting standards of this ordinance, provided it is installed under cover, such as a porch, eave, or another portion of a building so light from the source is not projected into the sky.

(4) General standards for exterior lighting.

a. Illumination direction. In all districts, lighting shall be directed downward with a cutoff angle no greater than 90 degrees. In addition, upwardly-directed lighting shall not be used to illuminate structures.



b. Glare. Glare, whether direct or reflected, such as from floodlights or high temperature processes, and as differentiated from general illumination, shall not be visible at any property line so as to obstruct traffic by complying with the maximum illumination levels allowed herein.

c. Maximum lighting height. Except for outdoor sports fields or performance areas, the height of outdoor lighting, whether mounted on poles or walls or by other means, shall be no greater than the height of the principal building in residential and agricultural districts and no greater than 30 feet in commercial, industrial, and general mixed-use districts.

(5) Shielding and fixtures.

a. Exterior. Light fixtures shall be shielded and use full cut-off lenses or hoods to prevent glare or spillover from the project site onto adjacent lands and streets.

b. Canopies. No light source in a canopy structure shall extend downward further than the lowest edge of the canopy ceiling.

(6) Maximum illumination levels. All outdoor lighting and indoor lighting visible from outside shall be designed and located so that the maximum illumination measured in footcandles at ground level at a property line shall not exceed the standards in the table below, *Maximum Illumination Levels*. Cut-off lighting shall be designed to direct light downward (e.g., shoe box style).

<u>Type of Use</u>	<u>Maximum Illumination (footcandle)</u>
<u>Single-Family Residential, Agricultural</u>	<u>0.5 at property line</u>
<u>Multi-family Residential, Commercial, Industrial, or Civic and Institutional*</u>	<u>1.0 at property line</u>
<u>Parking lots*</u>	<u>1.0 at property line</u>
<u>*When adjacent to single-family residential or agricultural, maximum illumination shall not exceed .1 footcandle at the property line.</u>	

(7) Wall pack lights. Wall packs on buildings may be used at entrances to a building to light unsafe areas. They are not intended to draw attention to the building or provide general building or site lighting. Wall packs on the exterior of the building shall be fully shielded (e.g., true cut-off type bulb or light source not visible from off-site) to direct the light vertically downward. Wall pack light sources that trespass light on any location off the site are prohibited.

(8) Illumination of outdoor sports fields and performance areas. Lighting of outdoor sports fields and performance areas shall comply with the following standards:

a. Glare control package. All lighting fixtures shall be equipped with an existing glare control package (e.g., louvers, shields, or similar devices) and aimed so that their beams are directed and fall within the primary playing or performance area.

b. Hours of operation. The lighting system for any game or event shall be extinguished within 30 minutes after the end of the game or event.

(9) Sign lighting. Lighting fixtures illuminating signs shall comply with the standards of this section, and exterior light sources shall be aimed and shielded so that direct illumination is focused exclusively on the sign face and the light source is not visible from off-site areas. A light distribution plan or other information demonstrating compliance with the lighting requirements of this chapter may be required.

(10) Minimum Standards for Lighting. See Minnesota State Building Code.

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

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

Mayor Dennis Fisher

ATTEST:

Amy Benting, City Clerk

Motion by _____ Seconded by _____

Motion passed _____

Published in THE PRESS on _____.

ITEM:

South Diamond Lake Road Improvements – Safe Routes to School Imps. (Change Order #1)

PREPARED BY:

Jason Quisberg, Engineering

POLICY DECISION / ACTION TO BE CONSIDERED:

Approve Resolution 49-2025 Active Transportation Program Grant Agreement Grant Terms and Conditions

Approve State of Minnesota Safe Routes to School Program Grant Agreement

BACKGROUND:

Council approved Change Order #1 for the South Diamond Lake Road Improvements project at their July 8th meeting. The staff report from that meeting has been included again here for reference and background.

As mentioned at the July 8th meeting, there are additional approvals required to finalize the grant. The remaining approval consists of a Council passed resolution supporting the terms of the grant agreement, along with approval of the grant agreement itself. These are the actions requested at this time.

Drafts of the resolution and grant agreement are included in the packet. Important note: The resolution and agreement included in this packet were drafted using MNDOT templates and information provided by the grant administrator, as instructed; however, MNDOT had not completed their review (to deem as final version) in time for this packet. Though we do not expect any changes, we are not considering these final until we receive confirmation from MNDOT.

We expect to have this confirmation prior to the meeting. We will alert Council if any material changes were in fact required for the final version.

RECOMMENDATION:

Approve the resolution and grant agreement as outlined

ATTACHMENT(S):

Staff Report from 7/8/2025 meeting re Change Order #1 – Safe Routes to School (for reference) Draft Resolution 49-2025 Active Transportation Program Grant Agreement Grant Terms and Conditions

Draft State of Minnesota Safe Routes to School Program Grant Agreement

ITEM:

South Diamond Lake Road Improvements

PREPARED BY:

Jason Quisberg, Engineering

POLICY DECISION / ACTION TO BE CONSIDERED:

Approve Change Order #1 for the South Diamond Lake Road Improvements Project

BACKGROUND:

As was shared back in April, at the time of contract award, the Anoka-Hennepin School District is working on a project involving pedestrian crossing improvements, in front of Dayton Elementary. At the time this was shared, we were hopeful the school district's project could be completed prior to the city's project, being that the pedestrian crossing improvements will certainly impact the resurfacing included with the planned work. The actual timeline did not allow this to happen.

In effort to better coordinate the improvements, and impacts, of these two projects, adding the pedestrian crossing work to the city's existing construction contract via change order is proposed. This would allow construction of the pedestrian improvements prior to the resurfacing, eliminating the re-work that would occur if completed on separate timelines, as well as resulting in a more uniform final product, avoiding cold joints in the pavement.

Some important notes for consideration of this change order:

- Construction of the pedestrian crossing improvements (all work under the change order) will be funded using a Safe Routes to School (SRTS) grant
- Improvements generally consist of road widening, construction of a pedestrian refuge (concrete median), and installation of (3) rapid flashing beacons (similar to what is there now, with a center flasher being added).
- A joint powers agreement (JPA) between the school district and the city has been drafted, the primary conditions being:
 - The school district (or SRTS grant) will be responsible for construction costs of said improvements, plus 10% for engineering and administration related to the improvements
 - The city will own and maintain the improvements after acceptance
- This (project delivery) process has been coordinated with city staff, the city's contractor, the school district, and the SRTS grant administrator (MNDOT)

Estimated Costs-Revenues:

The contractor's estimate for the pedestrian crossing work is \$174,638.29. See attached change order form, which includes a cost breakdown of the work. Approval of this change order will increase the construction contract amount. However, as mentioned, the cost obligation of the city will not change, as all costs associated with the change order will be reimbursed by the school district (or SRTS grant)

There is another work item related to the pedestrian crossing improvements not accounted for in the change order. The flashers (the equipment) are to be supplied (purchased) by the owner, then will be installed as part of the construction contract (installation is accounted for in the change order). Because the city holds the construction contract, and will ultimately be the owner of the improvements, the city will be purchasing the equipment.

This cost is also covered by the grant. We will be submitting a forced account request with MNDOT for the equipment purchase (estimated to be about \$27,000) to allow grant funds to be released for the cost.

	Previous Est.	Revised Est.	Note
Total Construction:	\$807,700	\$982,300	Add CO = \$174,600
Equipment (flashers) purchase	\$0	\$27,000	Add equipment = \$27,000
Engineering:	\$73,000	\$90,460	Add \$17,460 (10%) for CO
Other Indirect Costs:	\$25,000	\$25,000	
Total Project:	\$905,700	\$1,124,760	
Add'l Pavement Markings:	-\$18,500	-\$18,500	
Est Rogers Cost:	-\$40,200	-\$40,200	
School District (SRTS grant)	-\$0	-\$219,060	=Equipment + (CO+10%)
Dayton SDLR Costs:	\$847,000	\$847,000	

Schedule:

The contractor anticipates starting July 14th or the 21st and will have the improvements completed prior to the start of school.

Other information:

There will be additional approvals required to finalize the STRS grant. The process for these approvals is underway. It is expected that the information will be presented at the July 22nd Council meeting.

RECOMMENDATION:

Approve Change Order #1 for the South Diamond Lake Road Improvements project

ATTACHMENT(S): Attachments not included

Change Order #1 (including contractor quote)

Pedestrian crossing improvements – plan sheet

RESOLUTION 49-2025
Active Transportation Program Grant Agreement
Grant Terms and Conditions
SAP 229-113-002
July 22, 2025

WHEREAS, City of Dayton has applied to the Commissioner of Transportation for a grant from the Active Transportation Account; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be \$188,021.80 by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that City of Dayton does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.38, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Active Transportation Account any amount appropriated for the project but not required. The proper *city officers* are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

Adopted by the council this 22nd day of July 2025

Dennis Fisher, Mayor

Amy Benting, City Clerk

Motion made by Councilmember ***, seconded by Councilmember ***
Motion ****

**STATE OF MINNESOTA
SAFE ROUTES TO SCHOOL PROGRAM
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and ("Grantee"):

Public Entity (Grantee) name, address and contact person:

City of Dayton
12260 South Diamond Lake Road
Dayton, MN 55327

Contact: Zach Doud or Jason Quisberg

RECITALS

1. Minnesota Statute § 174.40 authorizes the State to enter into this agreement.
2. General Funds were appropriated for the Safe Routes to School Program in Minnesota Laws 2023, Chapter 68- H.F. 2887.
3. Grantee has been awarded Safe Routes to School (SRTS) Program funds under Minn. Stat. § 174.40.
4. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat.§16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS

1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn. Stat.§16B.98](#), Subd. 5. As required by [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on **December 31, 2026**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices; 11. Workers Compensation; 12. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.
- 1.4 **Exhibits.** Exhibit A: Sources and Uses of Funds Schedule; Exhibit B: Grant Application; Exhibit C: Grantee Resolution Approving Grant Agreement are attached and incorporated into this agreement.

2 Grantee's Duties

- 2.1 Grantee will conduct activities in accordance with its grant application, or in the case of legislatively selected projects, in accordance with the enabling session law, which is attached to this Agreement as Exhibit B.
- 2.2 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat.§16B.97](#), Subd. 4 (a) (1).
- 2.3 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

3 Time

- 3.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

4 Consideration and Payment

4.1 **Consideration.** The State will pay for all services performed by Grantee under this agreement as follows:

4.1.1 **Compensation.** Grantee will be reimbursed for actual, incurred costs that are eligible under Minn. Stat. § 174.40. Grantee shall use this grant solely to reimburse itself for expenditures it has already made to pay for the costs of one or more of the activities listed under section 2.1.

4.1.2 **Sources and Uses of Funds.** Grantee represents to State that the Sources and Uses of Funds Schedule attached as Exhibit A accurately shows the total cost of the project and all of the funds that are available for the completion of the project. Grantee agrees that it will pay for any costs that are ineligible for reimbursement and for any amount by which the costs exceed State's total obligation in section 4.1.3. Grantee will return to State any amount appropriated but not required.

4.1.3 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed **\$188,021.80**.

4.2 Payment

4.2.1 **Invoices.** Grantee will submit state aid pay requests for reimbursements requested under this grant agreement. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services.

4.2.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

4.2.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.

4.2.4 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.

4.2.4.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided with at least seven calendar days of notice prior to any monitoring visit or financial reconciliation.

4.2.4.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.

4.2.4.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

4.2.5 **Unexpended Funds.** The Grantee must promptly return to the State at grant closeout any unexpended funds that have not been accounted for in a financial report submitted to the State.

4.2.6 **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

4.3 **Contracting and Bidding Requirements.** If Grantee is a municipality as defined by Minn. Stat. § 471.345, subdivision 1, then Grantee shall comply with the requirements of Minn. Stat. § 471.345 for all procurement under this Agreement.

5 Conditions of Payment

All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representatives

6.1 The State's Authorized Representative is:

Marc Briese,
Programs Engineer,
MnDOT State Aid Office
395 John Ireland Boulevard, MS 500
St. Paul, MN 55155
Office: 651-366-3802
marc.briese@state.mn.us

or his/her successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Zach Doud, City Administrator, 763-323-4010, zdoud@daytonmn.gov. If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Agreement Complete

7.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

7.2 **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

7.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.

7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

7.6 **Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8 Liability

Grantee and State agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of State is governed by the provisions of Minn. Stat. Sec. 3.736. If Grantee is a "municipality" as that term is used in Minn. Stat. Chapter 466, then the liability of Grantee is governed by the provisions of Chapter 466. Grantee's liability hereunder shall not be limited to the extent of insurance carried by or provided by Grantee, or subject to any exclusion from coverage in any insurance policy.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10 Government Data Practices

Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State.

11 Workers Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13 Termination; Suspension

13.1 Termination by the State. The State may terminate this agreement with or without cause, upon 30 days written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

13.2 Termination for Cause. The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

13.3 Termination for Insufficient Funding. The State may immediately terminate this agreement if:

13.3.1 It does not obtain funding from the Minnesota Legislature; or

13.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

13.4 Suspension. The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

14 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

15 Fund Use Prohibited. The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project.

16 Discrimination Prohibited by Minnesota Statutes §181.59. Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain

provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

17 **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

18 Additional Provisions

18.1 **Prevailing Wages.** Grantee agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the project. By agreeing to this provision, Grantee is not acknowledging or agreeing that the cited provisions apply to the project.

18.2 **E-Verification.** Grantee agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

18.3 **Telecommunications Certification.** If federal funds are included in Exhibit A, by signing this agreement Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Grantee does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this agreement.

18.4 **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in Exhibit A, Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

18.5 **Use, Maintenance, Repair and Alterations.** The Grantee shall not, without the written consent of the State and the Commissioner, (i) permit or allow the use of any of the property improved with these grant funds (the Real Property) for any purpose other than in conjunction with or for nonmotorized transportation, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in section (i), (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance

or regulation.

If the Grantee fails to maintain the Real Property in accordance with this Section, the State may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Grantee irrevocably authorizes the State to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by the State shall be at its sole discretion, and nothing contained herein shall require the State to take any action or incur any expense and the State shall not be responsible, or liable to the Grantee or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by the State pursuant to this Section shall be due and payable on demand by the State and will bear interest from the date of payment by the State at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

[The remainder of this page has intentionally been left blank.]

GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Approval and Certifying Encumbrance as required by Minnesota Statutes § 16A.15 and 16C.05

By: _____

State Aid Programs Manager
(with delegated authority)

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____

EXHIBIT A

SOURCES AND USES OF FUNDS SCHEDULE

SOURCES OF FUNDS

Entity Supplying Funds	Amount
State Funds:	
SRTS General Fund Grant	\$ <u>188,021.80</u>
Other:	
_____	\$ _____
_____	\$ _____
_____	\$ _____
Subtotal	\$ _____
Public Entity Funds:	
Matching Funds	\$ _____
Other:	
_____	\$ _____
_____	\$ _____
_____	\$ _____
Subtotal	\$ _____
TOTAL FUNDS	\$ <u>188,021.80</u>

USES OF FUNDS

Expenses	Amount
Items Paid for with SRTS General Fund Grant	
Funds:	
Elementary School Crossing Improvements	\$ <u>174,638.29</u>
RRFB (Force Account)	\$ <u>13,383.51</u>
_____	\$ _____
_____	\$ _____
Subtotal	\$ <u>188,021.80</u>
Items paid for with Non-SRTS General Fund Grant Funds:	
_____	\$ _____
_____	\$ _____
_____	\$ _____
Subtotal	\$ _____
TOTAL PROJECT COSTS	\$ <u>188,021.80</u>

=

EXHIBIT B

GRANT APPLICATION

Attach the grant application for the project

EXHIBIT C

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

PRESENTER:

Jason Quisberg

ITEM:

Historic Village Sewer & Water Utility Plan

PREPARED BY:

Jason Quisberg, Engineering

POLICY DECISION / ACTION TO BE CONSIDERED:

Approve Engineering Proposal to Develop a Historic Village Sewer & Water Utility plan

BACKGROUND:

Questions regarding the ability for the northwesternmost part of Dayton, known as the Historic Village area, to support new and re-development have been voiced repeatedly over the years. Being the wastewater collection and water distribution systems were designed to only support the infrastructure that existed at the time of construction (2000), it is known that the capacity of these systems allow only minimal opportunity for new users in the area.

A frequent follow up question to “what can be supported?”, is, “what is needed to support more users?”. A high level evaluation of the sewer system was completed in 2020, estimating thresholds for triggering varying system upgrades, but no specific scenarios were considered, nor any meaningful level of detail used for the improvements.

Staff has requested that a utility plan be developed for the Historic Village such that the sewer and water system upgrades and additions necessary to support future development and redevelopment can be better understood and planned for.

The attached engineering proposal provides additional information, including a scope and assumptions for the plan development. If this is information that Council feels would be of benefit in planning for and evaluating proposed development projects in the Historic Village area, we recommend approving the attached proposal.

BUDGET IMPACT:

See attached proposal

RECOMMENDATION:

Approve the proposal for developing a utility plan for the Historic Village area.

ATTACHMENT(S):

Engineering proposal



July 9, 2025

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

Honorable Mayor and City Council Members,

Stantec Consulting Services Inc. (Stantec) is pleased to submit this proposal to provide engineering services related to preparing a sewer and water utility plan to support the future redevelopment of the Historic Village area in Northwest Dayton.

The remaining sections identify our project understanding, proposed scope of work, estimated fees, and schedule. Thank you for the opportunity to assist you with this project.

Project Understanding

Our understanding of the project and your needs is presented below.

- The City has requested a proposal to prepare a sewer and water utility plan to support the future redevelopment of the Historic Village area.
- The most up to date information on the proposed redevelopment of the Historic Village is the attached Historic Village Framework Plan rendering dated June 2023.

Scope of Work

Task 1 – Utility Plan

Task 1 includes services related to creating a utility plan to support redevelopment of the Historic Village.

The scope includes the following:

- Analyze the existing water and wastewater system capacities
- Project future water demands and wastewater flows based on the Historic Village Framework Plan
 - Additional estimated flows from parcels PID 0612022210002 and 0612022120008 south of the historic village area will be included. Parcels are assumed to be low-density residential.
 -
- Review potential modifications or additions to the sewer and water infrastructure to accommodate the projected flows, including:
 - Trunk water and sewer piping modifications
 - Lift station upsizing
 - For sewer, evaluate continued flow to Otsego, and the potential for routing flows to the (future) Met Council plant in Rogers

Reference: Proposal for Historic Village Sewer and Water Utility Plan

- Water storage recommendations
- Existing and proposed trunk water main evaluations will be performed in the City’s latest hydraulic model (WaterCAD)
- Develop an opinion of probable construction cost based on the recommended upsizing and infrastructure additions
- Prepare a memorandum summarizing the plan

Deliverables will consist of a memo, supporting utility plan figures (one each for sewer and water), and opinions of probable construction cost. The cost estimates will be conceptual level estimates, similar to a Class 5 estimate as defined by the Association for the Advancement of Cost Engineering (AACE).

We will provide a first draft of the deliverables for City staff to review. We will have a virtual meeting to review the draft deliverables and discuss the City’s questions and comments. We will incorporate any comments provided by the City following review of the draft deliverables. The final deliverables will be provided to be used by the City for planning of the Historic Village redevelopment.

Compensation

The following is our anticipated budget. All tasks will be billed on a time and materials basis not to exceed the total fee listed without prior authorization from the City. Invoices will reflect the actual effort it takes to complete the scope of work proposed. The following are not included within the fee and are the City’s responsibility: administrative review, application/permit fees, review fees, and reproduction fees.

No.	Task Name	Estimated Fee
1	Utility Plan	\$40,000
	Estimated Total	\$40,000

Assumptions and Exclusions

Note the following assumptions were made in preparation of this proposal. If any of these assumptions are found inaccurate, the level of effort required to complete the tasks as outlined may change, potentially with great significance:

1. Land use outlined in the Historic Village Framework Plan rendering dated June 2023 will be used as the basis for the analysis.
2. Sewer pipe capacity analysis will be limited to the trunk sewer and lift stations/forcemains.
3. Water capacity analysis will be limited to well supply, storage, and distribution piping capacities. Model validation/calibration, water quality review, water age and transient analyses (for pressure surges/spikes) are not part of this scope.
4. Record plan information will be used for evaluating the existing sewer system capacities.
5. We have assumed that there will be only one round of review comments by the City to go from draft to final versions of the deliverables. We have assumed that the City’s review comments will include

Reference: Proposal for Historic Village Sewer and Water Utility Plan

comments from any other stakeholders or agencies. We have not included budget to coordinate with such stakeholders as we assume that any such coordination will be channeled through the City.

6. We have assumed up to a maximum of two weeks City staff review time in the project schedule. Any extension of the review time could potentially impact the overall schedule of the project.

Schedule

It is expected these tasks will be completed approximately twelve weeks from proposal acceptance.

Terms and Conditions

The scope of services will be performed in accordance with the Master Services agreement between Stantec and the City of Dayton. Please indicate your acceptance of this scope of work by signing the bottom of the next page.

We appreciate the opportunity to continue to work with the City of Dayton and to contribute to the success of ongoing infrastructure projects. Please do not hesitate to contact us with any questions.

Regards,

STANTEC CONSULTING SERVICES INC.



Jason Quisberg PE
Senior Associate, Senior Civil Engineer
Phone: 763-252-6873
Mobile: 952-334-0542
jason.quisberg@stantec.com



Mark Schroeher PE
Associate, Senior Civil Engineer
Direct: 651-395-5216
Mobile: 952-334-2838
mark.schroeher@stantec.com

stantec.com

Reference: Proposal for Historic Village Sewer and Water Utility Plan

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

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

Per: _____
City of Dayton
Client Company Name

Print Name & Title

Signature

Reference: Proposal for Historic Village Sewer and Water Utility Plan

Attachment A: Historic Village Framework Plan

ROBINSON STREET
STREETSCAPE ELEMENTS
TREES
LIGHTING
SIDEWALKS
PARALLEL PARKING

LOOP TRAIL

PEDESTRIAN WALKWAY

GATEWAY MONUMENT

BAXTER AVENUE
STREETSCAPE ELEMENTS
TREES
LIGHTING
SIDEWALKS
45 DEGREE PARKING

**PEDESTRIAN BRIDGE &
CONNECTION TO CROW
RIVER REGIONAL TRAIL**

**REGIONAL TRAIL
CONNECTION**

- SINGLE FAMILY RESIDENTIAL
- MEDIUM FAMILY RESIDENTIAL
- COMMERCIAL
- INSTITUTIONAL
- HISTORIC BUILDINGS
- OPEN SPACE

MEDIUM DENSITY HOUSING
TOWNHOMES TYPICAL

VILLAGE SQUARE

**HISTORIC VILLAGE
REDEVELOPMENT**

ROUNDBABOUT
GATEWAY AND TRAFFIC CALMING ELEMENT

HISTORIC MCNEIL PARK

**PRESERVE VILLAGE CHARACTER
WITH STREET GRID & NEW
DEVELOPMENT**

RIVER OVERLOOK

POTENTIAL PUBLIC PARK



HISTORIC VILLAGE FRAMEWORK PLAN

CITY OF DAYTON 2040 PLAN

ITEM:

Closed Session. Pursuant to MN Statute 13D.05, Subd 3(c)(3), a closed session shall be conducted to develop or consider offers or counteroffers for the purchase or sale of real or personal property located at: 15520 Lawndale La N, Dayton, MN 55327, PID: 05-120-22-22-0003.

APPLICANT/PRESENTER:

Zach Doud, City Administrator
Jon Sevald, Community Development Director

PREPARED BY:

Jon Sevald, Community Development Director

POLICY DECISION / ACTION TO BE CONSIDERED:

Motion to offer to purchase 15520 Lawndale Lane N for \$_____ from Three Rivers Park District and enter into an Agreement for Conveyance and Removal of house.

BACKGROUND:

Three Rivers Park District (TRPD) purchased 15520 Lawndale Lane, including a house and several accessory structures. TRPD intends to have all structures demolished or removed and has offered the house for sale to the city for \$100,000. The appraised value is \$400,000. If purchased, the house must be removed by October 1, 2025 unless TRPD agrees to an extension. The City Council discussed at its July 8, 2025 meeting, Tabling action and directing the EDA to provide a recommendation. If the City were to purchase the house, it could be moved to a city owned lot in the Old Village or sold for someone else to move elsewhere.

CRITICAL ISSUES:

Cost If purchased, the city can move the house to a temporary location and sell as-is (for buyer to move), or the city can move the house to a permanent location (\$45,000-\$75,000), plus site prep, foundation/basement, garage, etc. \$500,000-\$550,000 estimated cost.

EDA RECOMMENDATION:

The EDA discussed at its July 15, 2025 meeting, recommending the city negotiate a lower price.

STAFF RECOMMENDATION:

Staff recommends purchasing the house and entering into an agreement with TRPD.

RELATIONSHIP TO COUNCIL GOALS:

Encourage Diversity and Manage Thoughtful Development
Create a variety of housing options
Encourage healthy lifespan of both residential and commercial operations

BUDGET IMPACT:

Sale price will be recovered through re-sale of the house.

ATTACHMENT(S):

Agreement for Conveyance and Removal of House.



**CITY OF DAYTON
AND
THREE RIVERS PARK DISTRICT
AGREEMENT FOR CONVEYANCE
AND REMOVAL OF HOUSE**

This Agreement (the "Agreement"), by and between Three Rivers Park District, a public corporation and a political subdivision of the State of Minnesota ("Park District"), and the City of Dayton, a Minnesota municipal corporation ("City"), is hereby made and entered into this _____ day of _____, 2025, by and between the Park District and City.

WHEREAS, Park District acquired property located at 15520 Lawndale Lane N., Dayton ("Property") on or about April 1, 2025 for regional trail purposes; and

WHEREAS, a house was constructed on the eastern parcel of the Property in 2022 ("House") and is not needed by the Park District; and

WHEREAS, the City desires to purchase and move the house to a lot for residential purposes; and

WHEREAS, Park District and City wish to enter into an agreement for the conveyance and removal of the House from Park District to City.

NOW THEREFORE, in consideration of the mutual covenants herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Park District and City agree as follows:

1. Conveyance. Park District hereby agrees to convey to City and City agrees to accept from Park District the House located on the Property for the sum of One Hundred Thousand Dollars (\$100,000) ("Purchase Price"). The conveyance of the House to City shall not create any right or title to the Property upon which the House is currently located. Full payment of the Purchase Price shall be made to Park District prior to removal of the House. The City shall be responsible for all costs and work associated with the removal of the House from the Property, as depicted on the attached Exhibit A.

2. As-Is Condition. City acknowledges and agrees that the House is being sold in its present "AS-IS" condition with all faults, defects, and deficiencies, whether known or unknown, and that Park District makes no warranties or representations as to the condition, habitability, conformance to the building code, or fitness for a particular purpose of the House. Any damage to the House from fire, theft, vandalism, or any other cause shall be at the risk of the City. If the House is damaged or destroyed prior to the City moving it, the sole remedy of the City shall be a return of the Purchase Price.

3. Removal of House. City shall move the House on or before October 1, 2025 ("Removal Date"). Any extension of time must be requested in writing to Park District by September 15, 2025. City assumes all risk that the House can be moved over any contemplated route. City shall be responsible for obtaining any and all necessary permits relating to the removal of the House. If the House has not been removed from the Property by the Removal Date, Park District may consider the House to have been abandoned by the City for Park District to dispose of by whatever means it may deem appropriate. The City shall be liable to Park District for any costs incurred by Park District as a result of the City's default, including the full Purchase Price.

4. Hazardous Materials. Park District has provided City with a copy of the Asbestos and Regulated Waste Inspection Report, dated June 9, 2025, for the House. City accepts any and all risks associated with known hazardous materials.

5. Utilities. City shall make arrangements with utility or public service companies for removal of meters and/or other equipment owned by such companies. City shall locate all utilities within the actual limits of work on removal of the House, as depicted on Exhibit A. Utilities must be marked with paint or flags or a combination thereof. The private utility locator shall schedule its work such that it immediately follows the Gopher State One Call locates, whenever practical.

6. Foundation. City shall remove and demo all foundation walls and basement concrete or slab. All foundation block and pieces of concrete shall be removed from the Property as debris. City shall add clean fill to match existing adjacent grades and revegetate the open soil in accordance with MnDOT Spec. 3876 and 3881.2B.2 utilizing MnDOT Seed Mix 25-131, Erosion Control Blanket Category 3 (Type Bionet S150BN as manufactured by North American Green, Type Excel SS-2 All Natural as manufactured by Western Excelsior Corporation, or Type EG-2S NN as manufactured by Ero-Guard) and Fertilizer Type 2 (22-0-10).

7. Preservation of Existing Features. City shall minimize disruption and damages to existing Property features, including but not limited to lawns, trees, existing topography, pavements, and curbing. All construction access and traffic shall be approved by Park District in advance. Any damages to Property features outside the specified routes shall be repaired and restored by the City to same condition in which such features existed prior to the City's removal of the House or foundation components, at no cost to Park District. City shall take reasonable precautions to limit damage to existing turf.

8. Contractors. The City shall be responsible to the Park District for the acts and omissions of all his employees and all Contractors, their agents and employees, and all other persons performing any of the work under a contract with the City. Nothing contained in this Agreement shall create any contractual relationship between any Contractor and the Park District. It is further understood that the Park District will have no direct relations with any Contractor or Subcontractor. Any necessary relations between the Park District and a Contractor shall be handled by the City.

9. Insurance. City shall ensure that any contractor retained for the removal of the House shall maintain the following insurance coverage:

A. The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable.

B. Contractor's insurance shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater:

1. Commercial General Liability

Bodily Injury	\$500,000	each person
	\$1,500,000	each occurrence
Property Damage	\$1,500,000	each occurrence
	\$1,500,000	aggregate

2. Commercial Automobile Liability

Bodily Injury	\$500,000	each person
	\$1,500,000	each occurrence
Property Damage	\$1,500,000	each occurrence

3. Worker's Compensation Insurance
Per State Statute

- C. Contractor's insurance policy shall be endorsed to include Three Rivers Park District and its officials, employees, contractors, agents, and volunteers as an additional named insured.
- D. Contractor's insurance coverage shall be maintained without interruption from date of commencement of work on the removal of the House until date of final payment. The Contractor shall provide written notification to the City of the cancellation or expiration of any insurance required by the contract within five (5) business days of the date the Contractor is first aware of the cancellation or expiration or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

10. Safety. City shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the removal of the House. City shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

- A. Employees and other persons who may be affected thereby;
- B. The House and materials and equipment to be incorporated in the removal of the House, whether under the care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- C. Other features at the Property or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

The City shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

The City shall implement, erect, and maintain, as required by existing conditions and performance of the work, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

Any and all damage or loss to any property caused in whole or in part by the City or any person or entity for whose performance the City is responsible, shall be promptly remedied at the expense of the City.

11. Termination. The Parties may terminate this Agreement upon mutual agreement. Either party may, by written notice to the other party, terminate this Agreement at any time, because of a material breach by the other party. The provisions of Section 12 survive termination with respect to claims that arise from actions or occurrences that occurred prior to termination.

12. Indemnification. To the fullest extent permitted by law, the City shall indemnify and hold harmless Park District and its officials, agents, and employees from all claims, damages,

losses and expenses, including but not limited to reasonable attorney's fees, which are attributable to or are the result of a negligent or otherwise wrongful act or omission, including breach of a specific contractual duty, of the City or the City's Contractors, Subcontractors, agents, employees, suppliers, or anyone acting on behalf of the City. This Agreement shall not be construed to negate, abridge, or waive the City's immunities or limits on liability pursuant to Minnesota Statutes, Chapter 466, or any other applicable provision at law or equity.

13. Waivers and Amendments. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision whether or not similar, nor shall any waiver be a continuing waiver. No waive shall be binding unless executed in writing. Either party may waive any provision of this Agreement intended for its benefit; provided, however, such waiver shall in no way excuse the other party from the performance of any of its other obligations under this Agreement. No amendment of this Agreement shall be effective unless set forth in writing expressing the intent to so amend and signed by both parties.

14. Governing Law. This Agreement is made and executed under an in all respects is to be governed and construed under the laws of the State of Minnesota.

15. Entire Agreement. This written Agreement constitutes the complete agreement between the parties and supersedes any and all other oral or written agreements, negotiations, understandings, and representations between the parties regarding the removal of the House.

16. Incorporation of Recitals and Exhibit. The Recitals at the beginning of this Agreement and the Exhibit attached to this Agreement are each true and correct, and are incorporated into and made part of this Agreement.

IN WITNESS WHEREOF, the parties have set their hands the day and year first written above.

City of Dayton,
a Minnesota municipal corporation

Its Mayor

Date _____

Its City Administrator

Date _____

THREE RIVERS PARK DISTRICT,
a public corporation and political subdivision
of the State of Minnesota

John Gibbs, Board Chair

Date _____

Boe R. Carlson, Superintendent
and Secretary to the Board

Date _____

EXHIBIT A

