

AGENDA
CITY OF DAYTON, MINNESOTA
12260 S. Diamond Lake Road, Dayton, MN 55327
Tuesday, June 23, 2026
WORKSESSION FOR BUDGET DISCUSSION - 5:30 P.M.
REGULAR MEETING OF THE CITY COUNCIL - 6:30 P.M.

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

- 6:30 **CALL TO ORDER**
6:30 **PLEDGE OF ALLEGIANCE**
6:35 **APPROVAL OF AGENDA**
6:40 **CONSENT AGENDA** *These routine or previously discussed items are enacted with one motion. Any questions on items should have those items removed from consent agenda and approved separately.*

- A. Approval of Council Meeting Minutes of June 9, 2026
- B. Approval of Council Meeting Worksession Minutes of June 9, 2026
- C. Approval of Pay Application 1 for the 138th Ave Stormwater Improvements Project

- D. Approval of 1 year Extension to Preliminary Plat of Dayton Interchange
- D1. Approval of 30-Day Extension of Leave

OPEN FORUM RESPONSE

- 6:45 **OPEN FORUM** *Is limited to Three minutes for non-agenda items; state your name and address; No Council Action will be taken and items will be referred back to staff*

6:50 **STAFF, CONSULTANT AND COUNCIL UPDATES**

COUNCIL BUSINESS

New Business

- E. Consideration of Diamond Lake Association Contribution Increase
- F. NW Water Tower Follow-Up

Action Items

- G. Park Facilities Study
- H. Appoint Planning and Park Commission
- I. Approval of Payment of Claims for June 23, 2026
- J. Accept Fernbrook Lane Corridor Study
- K. Resolution 26-2026, Amending PUD/Preliminary Plat of DCM Farms
Resolution 27-2026, Final Plat of DCM Farms 2nd Addition
- L. Ordinance 2026-10, Amending City Code 1001.19 Related to Garage Size
- M. Approve Plans and Specifications and Authorize bids for the Southwest Dayton Infrastructure Improvements Project
- N. Consideration of Public Facilities Assessment
- O. Consideration of Rental Agreement; 15060 N Diamond Lake Rd

ADJOURNMENT

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

CALL TO ORDER

Fisher called the regular meeting of the Dayton City Council to order at 6:30 PM on Tuesday, June 09, 2026.

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

ABSENT:

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

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Motion to approve the agenda was made by Fashant and seconded by Henderson. The motion carried 5-0.

CONSENT AGENDA

- A. Approval of Council Meeting and Worksession Minutes of May 26, 2026
Approval of Resolution 25-2026; Accepting Donation for Police
- B. Department
- C. Approval of Community Event Specialist Hire
- D. Approval of Liquor License Renewals
 - 1 Dayton Bar & Grill
 - 2 Dayton Gas Stop
 - 3 Dayton Wine & Spirits
 - 4 Daytona Country Club
 - 5 Dehn's Country Manor
 - 6 Sundance Entertainment Center
 - 7 Kwik Trip # 1157
 - 8 Kwik Trip # 1187
- E. Approval of Renewing Low Potency Cannabis License for:
 - 1 Kwik Trip #1157
 - 2 Kwik Trip #1187
 - 3 Dayton Wine & Spirits
- F. Resolution 24-2026; Appointing Election Judges and AB Board for the Primary and General Election
- G. Approval of Pay Application 1 for 2026 Mill and Overlay Improvements

Fashant noted a correction Item A: the minutes incorrectly stated that the motion on the storage container ordinance was for the 5-acre minimum version; the correct motion was for the 2-acre version.

Motion to approve the consent agenda as corrected was made by Fashant and seconded by Salonek. The motion carried 5-0.

OPEN FORUM RESPONSE

Fisher stated there was no response.

OPEN FORUM

Jim Kyro of 13621 Vinewood Lane North expressed concern about the quality and necessity of recent road repairs, citing cracking in newly paved sections.

Victoria Rice of 13931 Landale Lane North followed up from the prior meeting regarding speeding on Lawndale Lane North, requesting an update on traffic calming measures. Doud confirmed that once a majority of a response is received by council in the weekly email, the response would be provided at the next meeting.

STAFF, CONSULTANT AND COUNCIL UPDATES

Doud stated the open filing period has closed; a primary will proceed in August but will not include city council or mayor positions. Doud thanked the Council on behalf of City staff and election judges for approving the reduced 28-day absentee voting period. City offices will be closed June 19 for Juneteenth. Thirteen applicants were received for the HR position and 21 for the planning position; interviews are being scheduled.

Farrell provided multiple updates. Farrell added Family Fun Night at Stephens Park is Friday, June 12th, at 5pm.

Hendrickson shared ladder training is scheduled to begin approximately June 25 through September 17. Hendrickson noted a concern regarding the lack of a suitable training location given the weight of the ladder truck and the need to discharge water without damaging the parking lot or soccer field with an update to the CIP.

Enga stated officers will conduct active shooter scenario-based training next week in coordination with Rogers and neighboring cities. Enga noted an uptick in juvenile complaints; residents were encouraged to call 911 for suspicious activity.

Sevald shared the city received a \$60,000 planning grant from Hennepin County, applicable toward the 2050 Comprehensive Plan update. The Met Council certified Dayton's population as 11,347 as of April 1, 2025. Sevald added the planning position applicant pool includes qualified candidates.

Van Asten inquired about the development moratorium. Doud indicated direction from the Council was sufficient to proceed. Doud added at minimum, a moratorium on commercial development abutting residential is planned for the July 23 meeting, pending a Planning Commission public hearing.

Fisher received many calls from Zach Brown about the development agreement and asked for updates. Doud confirmed he had talked with Brown also; Brown received his DA last week and did not realize it; council will see mylars soon.

Fisher shared concern that the city has not yet initiated land acquisition for the roundabout at 113th Street, which was identified as the public benefit tied to the approval of the Dehn PUD. Quisberg stated the corridor study has been completed and confirmed no direct contact has been made with affected property owners. If land rights cannot be obtained, the roundabout could not be constructed, and the intersection would remain as-is or become a T-intersection. Discussion over remaining funds from the development agreement need to be clarified to flow first to the 113th/114th intersection, with any remainder going to 117th.

COUNCIL BUSINESS

Action Items

H. Audit

Doud introduced Chris Knopik and Frost Bowen-Bailey of Clifton Larson Allen to present the 2025 audit results.

Knopik stated the city received an unmodified (clean) audit opinion, the highest level of assurance available. Key findings included:

- Uncorrected adjustments: A ~\$53,000 correction related to lease term calculation for a cell tower agreement, and a ~\$220,000 reclassification of PFA debt reporting. Neither impacted the bottom line.
- Internal controls — Material Weakness: Segregation of duties due to limited staffing, an inherent limitation for a city of Dayton's size. Resolution requires additional staffing.
- Federal grant compliance (HUD): Three material weaknesses identified related to suspension and debarment documentation, lack of formal review over grant reporting, and premature draws initiated prior to completion of a required environmental review. No actual compliance violations occurred; findings were control related. Recommendations include adding self-certification language to federal contracts and formalizing the review process.
- Minnesota legal compliance: One finding related to the debt service levy — a single bond issue was not documented in the levy resolution at 105% of principal and interest, as required by statute. All other bonds were properly documented. Doud confirmed this was a minor omission that will be corrected related to the 2020 Interchange bond.

Knopik reminded that Minnesota statutes have three different categories for contract and bidding which is different from federal compliance thresholds. Under \$25,000, it's open purchase or solicit quotes.

Bowen-Bailey reported on financial results, the general fund ended close to budget (revenues 1% under; expenditures 0.4% under). Tax capacity has grown steadily, keeping the tax rate stable near 35–36% over several years. The sewer fund showed operating income largely due to a deferred assessment from 2020 that was certified for collection in 2025. The water fund operating loss is under further staff review.

Knopik also covered upcoming GASB standards (103, 104, 105) affecting financial reporting beginning with the December 31, 2026 audit, primarily impacting the MD&A section, capital asset disclosures, and enterprise fund classifications.

Doud confirmed that permits pulled in 2024 delayed services rendered in 2025 so those revenues and expenses do not line up correctly.

Doud confirmed benefits and overtime funds were over budget for public safety.

Doud added building inspections changed to public safety 3 or 4 years ago.

I. Approval of Payment of Claims for June 9, 2026

Salonek shared his questions were answered and no one else had questions.

Motion to approve payment of claims was made by Van Asten and seconded by Salonek. The motion carried 5-0.

J. Adopt Draft Historic Village Sewer and Water Utility Plans

Quisberg presented draft sewer and water utility plans for the Historic Village area. Key findings included: the two existing wells are sufficient for projected build-out under the adopted framework plan, though an additional well or system interconnection with the northeast system may eventually be needed; water storage deficiencies will be addressed by the Northwest Water Tower project; pipe looping improvements were identified as beneficial but not critical; and sewer capacity is better than previously estimated, with pump upgrades at two lift stations being the

primary anticipated need. One pipe segment near the bridge would require replacement if full build-out occurs.

Council discussed how the adopted plans could be used to assign infrastructure costs to future developers on a "but for" basis. Council inquired about the fire flow, recommendations or requirements needed, and methodology for storage. Quisberg explained the system in place, failing septic systems at that time, and lack of growth that was intended for the system. Quisberg answered there is fire code for new construction that would be a requirement, but for public water supply are guidelines.

Motion to adopt the Draft Historic Village Sewer and Water Utility Plans was made by Salonek and seconded by Van Asten. The motion carried 5-0.

K. Adopt Draft Sewer and Water Comprehensive Plans

Quisberg presented updated citywide Sewer and Water Comprehensive Plans, replacing plans dating to 2005 and 2007. The updated plans incorporate existing infrastructure, current land use projections, and a new grant-based GIS-based septic inventory (~845 documented systems).

Council noted the sewer plan references the 2040 Met Council Water Resources Policy Plan rather than the 2050 version; Quisberg indicated this will be reconciled during the upcoming comprehensive plan update.

Van Asten shared a minor typographical error that was flagged on page 28 of the water plan and will be corrected. Van Asten inquired about Three Rivers plans that would need hookup. Quisberg did not know the answer but guessed some areas could use Maple Grove water or pits.

Fashant flagged that the Rogers water agreement may have expired in December 2025 and Quisberg will verify whether amendments extend the termination date.

Motion to adopt the Draft Sewer and Water Comprehensive Plans was made by Van Asten and seconded by Fashant. The motion carried 5-0.

L. Approve Engineering Proposal for the NW Water Tower Project

Quisberg presented the proposed Northwest Water Tower project, including preliminary design findings: a 250,000-gallon spheroid-style tank sited at McNeil Park near the intersection of Columbus Street and Shady View Lane North.

Quisberg shared different renderings that could impact on the Historic Village skyline relative to the church steeple, as well as the impact on park space. Fisher inquired about the view entering the City on River Road so Quisberg shared.

An alternative site near Well House 1 on Dayton River Road was discussed; Quisberg estimated it could be approximately \$300,000 less expensive but would require land acquisition and an additional potable water main.

Council consensus was to table the item to allow staff to evaluate the Well House 1 site at a high level, including a preliminary conversation with the property owner regarding land rights, before returning to Council.

Motion to table the NW Water Tower Engineering Proposal was made by Fashant and seconded by Henderson. The motion carried 5-0.

M. Communication Policy

Doud presented a draft Communication Policy developed with legal counsel, intended to formalize how the city and its staff use official communication channels, social media, and city branding.

Council discussion centered on two provisions: the "Communication Specific Apparel" section, which was considered ambiguous regarding when city gear may be worn at non-city events, and the "Elected and Appointed Officials" and "Employee Use of Social Media" sections, which several Council members felt were better suited to the Personnel Policy and raised concerns about selective enforcement. Council directed that both the apparel section and the social media sections for elected officials and employees be removed, with those topics addressed in the Personnel Policy. The remainder of the policy, covering official city communication channels, brand standards, and the Communications Team structure, was approved as amended.

Motion to approve the Communication Policy as amended was made by Henderson and seconded by Van Asten. The motion carried 5-0.

N. RFP Engineering

Doud directed two amendments: (1) the contract start date be extended to July 1 to allow a longer transition period given the volume of existing project documentation; and (2) the RFP include a requirement for applicants to submit a transition plan. Van Asten directed that attendance at Planning Commission meetings be explicitly listed as a required service.

Motion to approve the RFP for Engineering Services with the noted amendments was made by Salonek and seconded by Fashant. The motion carried 5-0.

A brief recess was taken.

COUNCIL BUSINESS

New Business

O. Budget

The City Administrator presented the preliminary 2027 budget for Council direction. The current tax rate is 35.603%; the proposed budget reflects a levy increase of approximately \$942,000 (general fund: \$927,000), which would result in an estimated tax rate of 35.277% and a decrease of approximately \$17 on the average home tax bill, exclusive of any change in property valuation. Tax capacity is projected to increase approximately 9.91% for 2027.

Major drivers of the proposed levy increase include: organics recycling implementation (~\$200,000 placeholder; Council to determine whether to levy or pass through utility billing); a new associate planner position (~\$105,000 shared between inspections and planning); police department salary and overtime increases (~\$273,000); fire department duty crew expansion (~\$78,000 additional); financial software migration to cloud-based system (~\$40,000/year amortized over three years); a \$50,000 contingency fund for Council-directed spending; and the 2050 Comprehensive Plan update (~\$125,000, partially offset by the \$60,000 Hennepin County grant).

Offsetting factors include: an expected decrease in election costs (~\$44,000); increased state aid revenues; reallocation of two public works employees to the water/sewer fund; and a reduction in park/public works levy costs due to departmental specialization.

Council provided general direction to maintain the tax rate near 35.6–36%, with no member comfortable exceeding 36%. A budget work session was planned prior to

the next regular meeting. The CIP and long-term financial plans will be addressed separately.

COUNCIL BUSINESS

Closed Session

P. Closed session pursuant to Minnesota Statutes Section 13D.05, subd. 2(b) for preliminary consideration of allegations or charges against an individual subject to its authority.

Motion to convene in closed session pursuant to Minnesota Statutes Section 13D.05, subdivision 2(b), for preliminary consideration of allegations or charges against an individual subject to the Council's authority, was made by Fisher and seconded by Van Asten. The motion carried 5-0.

The Council returned to open session following the closed session.

Action Items

Q. Consideration Taking Action Regarding the Matter Discussed in Closed Session

Motion to approve action as discussed during the closed session was made by Van Asten and seconded by Salonek. The motion carried 5-0.

ADJOURNMENT

With no objections, Fisher adjourned the meeting at 9:55 PM.

Approved: _____

Attest: Amy Benting

CALL TO ORDER

Fisher called the work session meeting to order at 5:30 p.m.

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

ABSENT:

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

WATER SUPPLY SYSTEM

Doud noted the intent to be respectful of the 90-minute timeframe and identified that additional meetings could be scheduled if needed.

Quisberg presented an overview of Dayton's existing and planned water systems, with focused discussion on the long-term water supply strategy for the south system. Key background: the north system is 100% Dayton-owned and operated, while the south system's supply, storage, and treatment are provided under a contract with Maple Grove through 2036. Dayton owns the south distribution infrastructure. Current usage is approximately 20% of the maximum contracted supply of 5 million gallons per day.

Four scenarios were presented for the future of the south system's water supply:

- 100% Dayton — Dayton builds its own wells, treatment, and storage prior to 2036. Highest upfront cost but lowest long-term cost and full operational independence.
- 50/50 Split — Dayton builds a partial system while continuing to purchase the remainder from Maple Grove under an extended contract. Operationally complex and carries significant logistical and equity challenges.
- 100% Maple Grove — Maple Grove expands its plant to supply all of Dayton's ultimate demand. Dayton still responsible for storage and distribution. Lower short-term cost but maximum dependence on Maple Grove's pricing and decisions.
- Delayed Transition — Continue on Maple Grove's system, fund their infrastructure, and then later build a Dayton system. Identified as the worst-case scenario due to compounded costs.

All cost estimates were prepared in 2025–2026 dollars with no inflation adjustment and represent high-level figures. The south system build-out to full capacity was estimated at roughly \$49–50 million under Option 1 for the pre-2036 phase, with the total long-term cost being significantly higher across all scenarios.

Since 2006, Dayton has paid approximately \$5.9 million to Maple Grove — including the original \$750,000 lump sum payment and ongoing water access charges (WAC) collected from developers and remitted quarterly. Maple Grove has acknowledged a remaining credit balance of approximately \$1–1.1 million. Doud noted that Maple Grove will likely apply that credit toward future improvements rather than issuing any refund.

Quisberg advised that Maple Grove is planning a plant expansion beginning design around mid-2027, with construction targeted for 2031–2032 and a go-live around 2034. Under the existing agreement, Dayton would be obligated to contribute to

design and engineering costs from the moment Maple Grove initiates that process. Maple Grove has indicated Dayton's share of the plant expansion could be approximately \$50 million, though some staff and council members expressed skepticism about that figure.

Council discussed the risk of surrendering control over rates and infrastructure decisions to another municipality. Maple Grove currently charges Dayton at their resident rate and there are no contractual caps or limitations on future rate changes. Maple Grove has also indicated projected rate increases of 8–9% per year from 2027 through approximately 2030, driven in part by the planned plant expansion and the potential addition of water softening. If Maple Grove softens its water using lime treatment, water quality and rate calculations would change substantially, and blending the two systems would become impractical.

Option 2 was largely dismissed by council members due to operational complexity, inequity between residents on different supply sources, and the difficulty of managing two distinct water quality profiles. Council expressed a clear preference for evaluating either a fully independent Dayton system or continued full reliance on Maple Grove.

Doud emphasized that if the city intends to build its own system, the process — including feasibility, design, and construction — would take approximately five years, making a decision by end of 2026 or early 2027 critical. Well sites and land have already been preserved for this purpose. Doud also noted that a 2006 comparison was instructive: a fully independent south system could have been built then for approximately \$6 million and would have been paid off by now.

Doud shared a rough estimate: a \$35 million bond over 25 years at 5% would generate approximately \$2-2.5 million in annual debt service. Spread across approximately 4,500 households, that represents roughly \$400 per home per year if funded entirely through property taxes, though staff noted the actual funding structure would draw from a combination of taxes, user fees, connection fees, and potential state or federal grants. Council noted that water infrastructure has historically been eligible for grant funding. Doud noted the last formal utility rate study was completed around 2018–2019, and that annual internal projections have been maintained since then.

Council directed staff to prepare a more detailed financial analysis modeling at least two scenarios — 100% Dayton and 100% Maple Grove — showing projected costs, revenue sources, and impacts on average user rates. Option 4 was deemed unnecessary to model separately, as its cost profile mirrors Option 3 with additional sunk costs. Doud indicated the analysis could be done internally or in coordination with the city's financial advisor.

The consensus of the council was that the city is directionally moving toward building its own independent south system, with a formal decision expected before the end of 2026.

ADJOURNMENT

Fisher declared the meeting adjourned at 6:23 p.m.

Approved: _____

Attest: Amy Benting

ITEM:

138th Avenue Stormwater Improvements

PREPARED BY:

Jason Quisberg, Engineering

POLICY DECISION / ACTION TO BE CONSIDERED:

Approve Pay Application No. 1 for the 138th Avenue Stormwater Improvements project

BACKGROUND:

The 138th Avenue Stormwater Improvements project involves the installation of three manhole structures, each over existing storm pipes, which convey stormwater from the roadway to Diamond Lake. The new structures are designed to trap sediment before it is discharged into the lake; containing it near the road, where Public Works crews can collect the material without needing to access private property or maneuver equipment or crews between homes and down to the lake.

Blackstone Contracting has completed work the majority of the work on the project. All that remains is to verify vegetation is established, and any punch list work identified is resolved. Final payment (retainage) will be held until all work is verified and accepted.

BUDGET IMPACT:

The work completed is within the previously approved budget for the project. Note this project utilized BWSR grant funds awarded through the Elm Creek Watershed.

RECOMMENDATION:

We recommend payment for the work completed to date, in the amount of \$64,414.28.

ATTACHMENT(S):

Pay Application No. 1 form

SECTION 00 62 76
APPLICATION FOR PAYMENT FORM

OWNER: City of Dayton
PROJECT: 138th Ave Stormwater Improvements (BMP U-4) Project
CONTRACTOR: Blackstone Contractors, LLC

PAY ESTIMATE NO. 1

Original Contract Amount:	<u>\$ 67,804.50</u>
Contract Changes approved to Date (1):	<u>\$ -</u>
Revised Contract Price :	<u>\$ 67,804.50</u>
Work Completed to Date (attached):	<u>\$ 67,804.50</u>
Retainage to Date, 5%:	<u>\$ 3,390.22</u>
Work Completed to Date Less Retainage to Date:	<u>\$ 64,414.28</u>
Total Amount Previously Certified:	<u>\$ -</u>
Payment Request This Estimate:	<u>\$ 64,414.28</u>

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



CONTRACTOR

Project No. 227708538

Application for Payment Form
00 62 76-1

CERTIFICATE OF CONTRACTOR

I hereby certify that the work and the materials supplied to date, as shown on the request for payment, represents the actual value of accomplishment under the terms of the contract dated 3/24/2026 between between the City of Dayton (OWNER) and Blackstone Contractors, LLC (CONTRACTOR) and all authorized changes therto:

Blackstone Contractors, LLC

By _____

Vice President

Title _____

Approval:

(CONTRACTOR)


_____ Date 06/16/26

STANTEC CONSULTING SERVICES, INC.


_____ Date 06/16/26

CITY OF DAYTON

_____ Date _____

END OF SECTION

138TH AVE STORMWATER IMPROVEMENTS (BMP U-4) PROJECT
 PAYMENT REQUEST FORM
 QUANTITY TABULATION

NO.	ITEM DESCRIPTION	UNIT	BID QUANTITY	UNIT PRICE	TOTAL PRICE	COMPLETED TO DATE		LESS PREVIOUS PAYMENTS		PAY REQUEST #1 June 2026	
						QTY	PRICE	QTY	PRICE	QTY	PRICE
BASE BID											
1	MOBILIZATION & DEMOBILIZATION	LUMP SUM	1	\$6,500.00	\$6,500.00	1	\$ 6,500.00	0	\$ -	1	\$ 6,500.00
2	INLET PROTECTION - MAINTAINED	EACH	2	\$192.00	\$384.00	2	\$ 384.00	0	\$ -	2	\$ 384.00
3	SEDIMENT CONTROL LOG TYPE STRAW (OR BIOROLL) - MAINTAINED	LIN FT	75	\$2.93	\$219.75	75	\$ 219.75	0	\$ -	75	\$ 219.75
4	ROLLED EROSION CONTROL PRODUCT CATEGORY 70	SQ YD	115	\$7.69	\$884.35	115	\$ 884.35	0	\$ -	115	\$ 884.35
5	48" STORM SEWER MANHOLE W/ SAFL BAFFLE, INCL. CASTING	EACH	1	\$11,715.00	\$11,715.00	1	\$ 11,715.00	0	\$ -	1	\$ 11,715.00
6	CONNECT TO EXISTING PIPE (STORM)	EACH	2	\$1,315.00	\$2,630.00	2	\$ 2,630.00	0	\$ -	2	\$ 2,630.00
7	ROLLED EROSION CONTROL PRODUCT CATEGORY 20	SQ YD	60	\$4.03	\$241.80	60	\$ 241.80	0	\$ -	60	\$ 241.80
8	MNDOT RESIDENTIAL TURF GRASS SEED MIX	SQ YD	60	\$13.50	\$810.00	60	\$ 810.00	0	\$ -	60	\$ 810.00
9	BWSR SEED MIX 33-261 STORMWATER SOUTH & WEST	SQ YD	115	\$14.96	\$1,720.40	115	\$ 1,720.40	0	\$ -	115	\$ 1,720.40
10	CLEAR, GRUB, AND MINOR REGRADING	LUMP SUM	1	\$710.00	\$710.00	1	\$ 710.00	0	\$ -	1	\$ 710.00
TOTAL BASE BID					\$25,815.30	\$25,815.30		\$0.00		\$25,815.30	

NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	COMPLETED TO DATE		LESS PREVIOUS PAYMENTS		PAY REQUEST #1 June 2026	
						QTY	PRICE	QTY	PRICE	QTY	PRICE
ALTERNATE A											
1	MOBILIZATION & DEMOBILIZATION	LUMP SUM	1	\$3,000.00	\$3,000.00	1	\$ 3,000.00	0	\$ -	1	\$ 3,000.00
2	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	30	\$14.20	\$426.00	30	\$ 426.00	0	\$ -	30	\$ 426.00
3	INLET PROTECTION - MAINTAINED	EACH	2	\$192.00	\$384.00	2	\$ 384.00	0	\$ -	2	\$ 384.00
4	SEDIMENT CONTROL LOG TYPE STRAW (OR BIOROLL) - MAINTAINED	LIN FT	70	\$3.46	\$242.20	70	\$ 242.20	0	\$ -	70	\$ 242.20
5	48" STORM SEWER MANHOLE W/ SAFL BAFFLE, INCL. CASTING	EACH	1	\$11,715.00	\$11,715.00	1	\$ 11,715.00	0	\$ -	1	\$ 11,715.00
6	CONNECT TO EXISTING PIPE (STORM)	EACH	2	\$1,315.00	\$2,630.00	2	\$ 2,630.00	0	\$ -	2	\$ 2,630.00
7	BITUMINOUS PATCH, SPECIAL (SPWEA240B)	SQ YD	30	\$134.67	\$4,040.10	30	\$ 4,040.10	0	\$ -	30	\$ 4,040.10
8	ROLLED EROSION CONTROL PRODUCT CATEGORY 20	SQ YD	45	\$4.27	\$192.15	45	\$ 192.15	0	\$ -	45	\$ 192.15
9	MNDOT RESIDENTIAL TURF GRASS SEED MIX	SQ YD	45	\$7.60	\$342.00	45	\$ 342.00	0	\$ -	45	\$ 342.00
TOTAL ALTERNATE 1					\$22,971.45	\$22,971.45		\$0.00		\$22,971.45	

NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	COMPLETED TO DATE		LESS PREVIOUS PAYMENTS		PAY REQUEST #1 June 2026	
						QTY	PRICE	QTY	PRICE	QTY	PRICE
ALTERNATE B											
1	MOBILIZATION & DEMOBILIZATION	LUMP SUM	1	\$3,000.00	\$3,000.00	1	\$ 3,000.00	0	\$ -	1	\$ 3,000.00
2	REMOVE STORM SEWER MANHOLE	EACH	1	\$710.00	\$710.00	1	\$ 710.00	0	\$ -	1	\$ 710.00
3	INLET PROTECTION - MAINTAINED	EACH	1	\$242.00	\$242.00	1	\$ 242.00	0	\$ -	1	\$ 242.00
4	SEDIMENT CONTROL LOG TYPE STRAW (OR BIOROLL) - MAINTAINED	LIN FT	75	\$2.89	\$216.75	75	\$ 216.75	0	\$ -	75	\$ 216.75
5	48" STORM SEWER MANHOLE W/ SAFL BAFFLE, INCL. CASTING	EACH	1	\$11,715.00	\$11,715.00	1	\$ 11,715.00	0	\$ -	1	\$ 11,715.00
6	CONNECT TO EXISTING PIPE (STORM)	EACH	2	\$1,315.00	\$2,630.00	2	\$ 2,630.00	0	\$ -	2	\$ 2,630.00
7	ROLLED EROSION CONTROL PRODUCT CATEGORY 20	SQ YD	45	\$5.60	\$252.00	45	\$ 252.00	0	\$ -	45	\$ 252.00
8	MNDOT RESIDENTIAL TURF GRASS SEED MIX	SQ YD	45	\$5.60	\$252.00	45	\$ 252.00	0	\$ -	45	\$ 252.00
TOTAL ALTERNATE 2					\$19,017.75	\$19,017.75		\$0.00		\$19,017.75	

GENERAL CONTRACTOR	COMPLETED TO DATE	LESS PREVIOUS PAYMENTS	PAYMENT REQUEST 1
Blackstone Contractors, LLC	Subtotal: \$ 67,804.50	Subtotal: \$ -	Subtotal: \$ 67,804.50
9520 County Road 19, Suite D	5% Retainage: \$ 3,390.22	5% Retainage: \$ -	5% Retainage: \$ 3,390.22
Loretto, MN 55357	Total: \$ 64,414.28	Total: \$ -	Total: \$ 64,414.28

ITEM:

Approval of one year extension of the Preliminary Plat and Site Plan Review of Dayton Interchange

APPLICANT/PRESENTER:

Dan Salazar, Scannell

PREPARED BY:

Jon Sevald, Community Development Director

POLICY DECISION / ACTION TO BE CONSIDERED:

Motion to Approve a one-year extension of the approval of the Preliminary Plat and Site Plan of Dayton Interchange.

BACKGROUND:

Dayton Interchange consists of a one lot subdivision located near the intersection of Territorial Road and Holly Lane. The project received Preliminary Plat approval on June 24, 2026. City Code requires a Final Plat to be submitted within one year of Preliminary Plat approval, or the approval is void.¹

Scannell proposed a 126,000 sq ft spec industrial/warehouse building. Scannell continues to work on financing the project and has requested an extension to the 2025 approvals.

CRITICAL ISSUES:

None.

PLANNING COMMISSION RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

Staff recommends approval

RELATIONSHIP TO COUNCIL GOALS:

Strategic Initiative	Goal	Key Outcome Indicator	Target	Action Item
Encourage Diversity and Manage Thoughtful Development	Create a variety of housing options	<ul style="list-style-type: none"> Review housing type and lot size by %'s 	<ul style="list-style-type: none"> Proportionate housing types available 	A) Begin work on Comp Plan – Create Timeline for Completion B) Develop Rental Housing Ordinance C) Seek out businesses more often D) Work with EDA to find niche businesses that are not in surrounding communities
	Encourage healthy lifespan of both residential and commercial operations	<ul style="list-style-type: none"> Total amount of Funding provided. Number of rentals available and where they are located. 	<ul style="list-style-type: none"> Maintain grant program. Manage number of rentals 	
	Healthy Commercial Sector with services and job growth	<ul style="list-style-type: none"> Net difference of businesses movement including their employment 	<ul style="list-style-type: none"> Maintain a positive difference in business movement 	

¹ City Code 1002.05, Subd 1(2)(g)(2) (City Council action)

CITY COUNCIL REGULAR MEETING

				E) Complete Large Area Plan – Breakdown of Comp Plan Decades F) Review Parking Code Requirements
--	--	--	--	---

BUDGET IMPACT:

N/A

ATTACHMENT(S):

Applicant's request
Resolution 28-2026

Jon Sevald

From: Dan Salzer <dans@scannellproperties.com>
Sent: Thursday, June 18, 2026 11:35 AM
To: Jon Sevald
Cc: Scott Moe
Subject: Dayton Interchange - Final Plat Extension

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

Jon,

Please consider this email our formal request for a one-year extension on the approvals received on June 24, 2025. As discussed over the past couple months, we are working on moving this project forward and need additional time to submit our final plat application.

Let me know if you have any questions or need anything else.

Thanks,

Dan Salzer

Director of Development

O: +1 763 331 8854 | C: +1 763 242 1595
dans@scannellproperties.com



294 Grove Lane Suite 140
Wayzata, MN 55391

www.scannellproperties.com | [LinkedIn](#)

RESOLUTION 28-2026

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

**RESOLUTION APPROVING A ONE-YEAR EXTENSION TO APPROVAL OF THE
PRELIMINARY PLAT AND DEVELOPMENT REVIEW OF DAYTON INTERCHANGE**

WHEREAS, on June 24, 2025 the Dayton City Council Approved Resolution 39-2025, Approving the Preliminary Plat of DAYTON INTERCHANGE and its Development Review; and,

WHEREAS, City Code 1002.05, Subd 1(2)(g)(2) requires that the subdivider must submit the Final Plat within one year after Preliminary Plat approval, and allows the subdivider to file a written request that the deadline be extended one year beyond the deadline of preliminary plat approval; and,

WHEREAS, Scannell (applicant) has requested a one-year extension; and,

NOW, THEREFORE, BE IT RESOLVED, that the Dayton City Council hereby Approves a one-year extension (June 24, 2027) to the Preliminary Plat and Site Plan Review of DAYTON INTERCHANGE.

Dennis Fisher, Mayor

ATTEST:

Amy Benting, City Clerk

Motion by Councilmember _____, Second by Councilmember _____.

Ayes:

Nays:

Resolution Approved.

ITEM:

Approval of 30-day Extension of Leave

PREPARED BY:

Zach Doud, City Administrator

POLICY DECISION / ACTION TO BE CONSIDERED:

Approval of Leave Extension

BACKGROUND:

The City Council approved a 90 day leave of absence in March 2026 with direction to City Staff. Coordination efforts took longer than expected and are needing a small leave extension to be approved to get to the first July meeting on July 14th. 30 days is being requested due to it being a round number, if the council would only like to grant until the next council meeting, the exact number of days needed would be 21 days.

CRITICAL ISSUES:

None.

RECOMMENDATION:

Approval of 30-day Extension of Leave

ATTACHMENT(S):

None

ITEM:

NW Water Tower

PREPARED BY:

Jason Quisberg, Engineering

POLICY DECISION / ACTION TO BE CONSIDERED:

Approve Engineering Proposal for the NW Water Tower project

BACKGROUND:

Preliminary engineering was completed for the construction of a water tower in the Historic Village area. McNeil Park, near the intersection of Columbus St and Shadyview Ln, was identified as the preferred location for the proposed 250,000 gallon spheroid tower.

To support system operations with the tower at this location, the installation of an additional pipe between the system supply source (wells) and the storage (tower) is recommended. The preliminary cost estimate for the pipe work is roughly \$800,000.

An engineering proposal for final design of the tower was presented at the June 9th Council meeting. At the meeting, Council requested that additional investigation be completed to determine if an alternate site(s) might be viable, stating a potential cost saving (by reducing or eliminating the additional pipe) as a primary driver.

Two locations near Wellhouse #1 appear to have potential. While locating storage (towers) near the source (wells) is not preferred, it does appear things could be configured such that the system should operate appropriately.



Both of these options are located on (the same) private property. The property owner was contacted to gauge interest in selling the land needed to support the tower. It should be noted that this property is currently seeking application approval to subdivide the property, to create “large-er” residential lots, conforming to the recently adopted A3 land use designation.

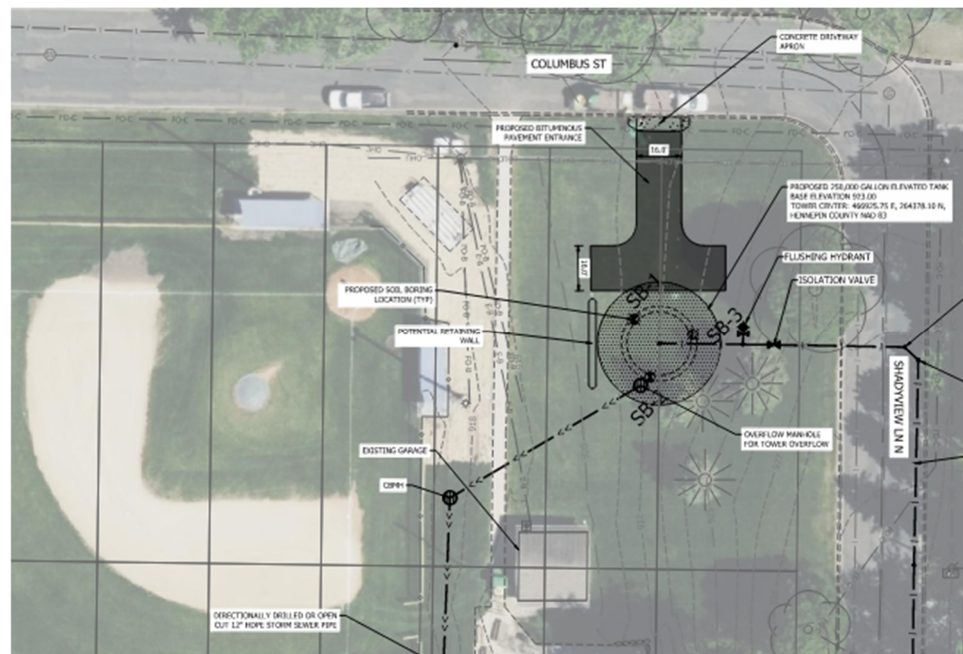
The owner stated there is not interest/support for locating a tower on this property. Adding that, consideration for selling land to construct the tower may change if a sewer, more dense development were to be allowed (no longer aligning with the A3 criteria).

Some additional info regarding the site options:

Option A is the location options shown previously. It requires a taller (~26'+ height) tower than what would be required at McNeil Park, but it should still be below the threshold for special considerations.

Option B was added as an additional option. While it would require additional height (~6'+), and likely some additional pipe work, than Option A, this location may be preferred over Option A because of improved access, and, due to it being nearer a corner of the property, and an area generally isolated by a wetland, potentially being less of an impact to the property from which the land would need to be purchased.

- Originally proposed location: McNeil Park (confirmed viable)



- Estimated costs by location (high level, for comparison only):

System Component	Total Length/ Height	Cost
12-inch Trunk Watermain	1,500 feet	\$830,000
0.25 MG Elevated Water Storage Tank	139 feet to HWL	\$2,835,000
Total		\$3,665,000

System Component	McNeil Park	Option A	Option B
Watermain Connection	\$800,000	\$50,000	\$100,000
Tower (+\$10k/vf)	\$2,835,000	\$3,095,000	\$3,155,000
Land (est \$200k/ac)	\$0	\$100,000	\$100,000
	\$3,635,000	\$3,245,000	\$3,355,000

- Schedule:
 - Summer 2026 – Final Design
 - Fall 2026 – Bid/Start Construction
 - Summer/Fall 2028 – Complete construction (tower on-line)

There can be more discussion at the meeting. Ideally, Council will discuss and give direction to pursue the proposed site at McNeil Park, or, if still undecided, share what additional information is needed so that direction can be given.

If the decision is to pursue the McNeil Park location, it is requested that Council approves the proposal for engineering services relating to the final design, bidding, and construction observation and administration. If approved, final design for the tower will be completed and brought back to Council prior to advertising for contractor bids.

RECOMMENDATION:

Approve the engineering proposal for the NW Dayton Water Tower Project

ATTACHMENT(S):

Engineering proposal - NW Dayton Water Tower Project



June 2, 2026

Dayton City Council
12260 S Diamond Lake Rd
Dayton, MN 55327

Dear Dayton City Council,

Stantec has prepared a project scope, schedule, and budget for the Northwest Dayton Water Tower and watermain extension final design, bidding and construction services. The scope of services is in addition to the preliminary design from the original scope.

BACKGROUND AND IMPROVEMENTS

The Northwest area of Dayton, known as the Historic Village, had a water system installed in 2000. The system includes one well with a 3,750-gallon pressurized tank. In 2013, another well was drilled to help with demand and provide a redundant water source. As the area continues to grow and develop, additional water storage (water tower) is needed. In addition to a tower, a new watermain may be required from the existing water system to the tower.

Stantec has completed the preliminary design phase for the water tower and new watermain and are requesting final design, bidding, and construction services authorization.

SCOPE OF WORK

The scope for this phase of the project is broken down into three phases.

TASK 1 – FINAL DESIGN -\$127,000

Water Tower

Stantec will prepare draft plans and specifications at the 60% and 95% percent complete level for City review and comment. The project documents will be based on a 250,000-gallon spheroid tower design.

The design effort will entail detailed discussions with City Staff regarding the full range of potential accessories and configurations associated with a spheroid tower. Some options of discussion include possible lighting options and cellular antenna hosting options.

The design of the tower will include:

- Review of preliminary plans of the tower and site.
- Inclusion of active tank mixer.
- Instrumentation to provide temperature, level and mixer function to SCADA systems.
- Review of FAA regulations to determine if FAA lighting is required, and what level of lighting is optimal for the client and the site.

Reference: Northwest Dayton Water Tower Final Design, Bidding, and Construction

- Accessories – doors and security lights in the base of the pedestal. Other accessories including final vent, roof handrails, interior ladders (including safety climb system), platforms, access hatches, and manways;
- Included in the design will be assistance with the selection of a tower logo/name sign. This would include the rendering of up to three logo/name signs on the tower and how they will appear at a distance and from the ground to assist the City in choosing the logo;
- Coatings per NSF on interior and exterior of tanks, including mildew resistant coatings where needed;

Recommended site work improvements include:

- New water mains, hydrants and valves in the tank site.
- Site improvements including tree trimming, possible fence placement, driveway, bollards, grading, site lighting, an overflow drainage manhole with storm sewer piping to existing drainage system, etc.

The final bidding documents will consist of technical specifications, drawings, and front-end contract documents with the inclusion of Public Facilities Authority (PFA) funding requirements. It is assumed that the City will submit the final bidding documents to the PFA for review and funding approval.

Watermain Extension

Stantec will prepare bidding documents for the watermain extension. This includes the collection of existing site data, design, and the productions of plans, technical specifications.

Deliverables will include construction plans, specifications, and refined opinion of probable construction costs.

Upon completion of work included in Task 1, City will have the opportunity to direct to continue with the bidding stage if the project should continue.

TASK 2 –BIDDING -\$15,000

This task involves the coordination of soliciting contractor bids for the construction of the improvement projects. This includes advertisement of the projects, completion of the bid opening process, and preparation of a tabulations of the received bids along with a recommendation for award.

Deliverables will include a contractor bid tabulations and award recommendations.

At the completion of bidding, should bids be found favorable, Council can award a contract and proceed with construction of the project. If bids are not found favorable or if other circumstances arise detrimental to the City, Council can reject the bid to avoid any further cost obligations to the project.

Reference: Northwest Dayton Water Tower Final Design, Bidding, and Construction

TASK 3 –CONSTRUCTION ADMINISTRATIVE SERVICES - \$260,000

If the project continues to construction, construction administration services can be provided to coordinate through this stage.

Water Tower

Stantec will provide construction related services for the water tower that include construction administration, project management, on-site construction observation that include KLM Engineering providing shop and tower inspections of tank welding and coating applications, special inspections, shop drawing review, change order preparation, and review of contractor pay requests.

Stantec will also provide startup and training services for the operation of the new water tower and conduct post-construction services including as-built drawings, operational troubleshooting, and a two year warranty inspection. Stantec will coordinate tank and watermain disinfection of the tower and watermain piping with the Contractor prior to placing the tower into service.

Watermain Extension

Stantec will provide construction related services for the watermain extension that includes:

- Coordinating and leading a preconstruction meeting and routine construction progress meetings
- Construction survey staking
- Construction observation to verify compliance with city standards and technical specifications
- Quantity tracking and preparation of contractor pay requests
- Evaluation of contractor change order requests, and processing of these requests as appropriate
- Communications with project stakeholders, impacted property owners, and City staff as needed
- Documentation of material testing, plan deviations, events within the project area, etc.
- Project closeout and preparation of record plan drawings

Deliverables will include record plan drawings.

COMPENSATION

The following is our anticipated budget. Stantec will provide these services on a time and material not to exceed basis for Stantec services and a on a lump sum as percentage of progress for subcontractors unless noted otherwise. The following are not included within the fee and are the City's responsibility: administrative review, application/permit fees, review fees, and reproduction fees.

Reference: Northwest Dayton Water Tower Final Design, Bidding, and Construction

Project Component	Final Design*	Bidding*	Construction*	Total Fee
Water Tower	\$84,000	\$10,000	\$215,000**	\$309,000
Watermain Extension	\$43,000	\$5,000	\$45,000	\$93,000
Phase Total, Grand Total	\$127,000	\$15,000	\$260,000	\$402,000

*Includes services from Hakanson Anderson, which is billed only for costs incurred.

**Includes services from KLM Engineering, Inc., which is billed as lump sum.

ASSUMPTIONS

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. Geotechnical services are not included with this scope and were performed during the preliminary design phase.
2. Permitting fees are not included with this scope.
3. Land acquisition is not required for this project.
4. The water tower is approved to be located at McNeil Park.
5. Project must follow PFA funding requirements. If any special funding requirements are identified as the bonding grant is coordinated, the level of effort will be reviewed for potential scope changes.
6. The water tower and watermain projects will be bid and constructed separately.
7. If either project requires re-bidding or construction is delayed beyond the assume schedule, the level of effort will be reviewed for potential scope changes.

SCHEDULE

It is expected development of the water tower plans and specifications will take place through the summer 2026 with a goal of potentially bidding and starting construction fall 2026. The actual schedule will be dependent on the ability to obtain information necessary to complete the design including the selection of the logo/name sign and tank colors and painting scheme. It is expected the water main extension plans and specifications will take place in the summer/fall/winter 2026 with a goal of potentially bidding in the winter and starting construction spring 2027.

Final completion of both projects will be fall of 2027 or summer/fall of 2028 and will be determined during the final design task. Final water tower bid documents could also have an alternate bid for early/late construction schedule.

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.

Reference: Northwest Dayton Water Tower Final Design, Bidding, and Construction

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.



Tim Grinstead PE
Senior Water/Wastewater Engineer
Phone: 320-529-4398
Mobile: 651-775-5635
tim.grinstead@stantec.com



Mark Schroeder PE
Associate, Senior Civil Engineer
Direct: 651-395-5216
Mobile: 952-334-2838
mark.schroeder@stantec.com

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

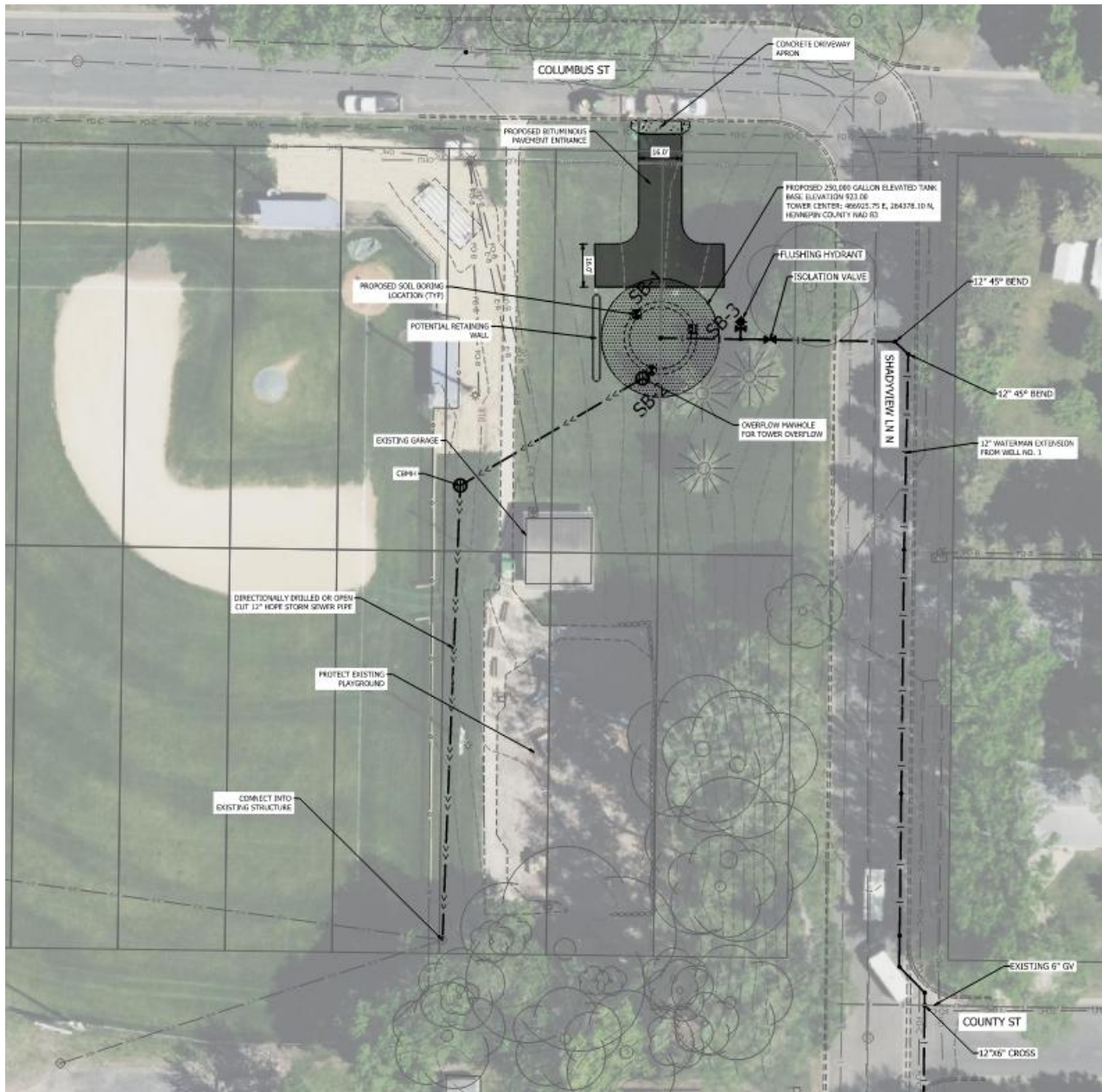
Per: _____
City of Dayton
Client Company Name

Print Name & Title

Signature

Reference: Northwest Dayton Water Tower Final Design, Bidding, and Construction

Attachment A: Project Location



ITEM:

Park Facility Needs Analysis

APPLICANT/PRESENTERS:

Jon Sevald, Community Development Director, Park Commission Representatives

PREPARED BY:

Jon Sevald, Community Development Director

BACKGROUND/OVERVIEW:

There are three athletic associations that serve Dayton residents based on school district boundaries. Since 1976, the city has maintained agreements with Champlin-Dayton Athletic Association (CDAA)¹ for field use and cost-share, while participants in Rogers and Maple Grove associations use facilities in their cities.

As Dayton grows in population, more athletic facilities are needed, but it is not known what facilities are needed when, and what facilities act as regional shared facilities. We have an idea of what CDAA's needs are, but not others. Because of the increasing cost of land and park infrastructure, Staff recommends a facility inventory and needs study be conducted, identifying thresholds of when specific facilities are needed. This study will serve as a basis for the 2050 Comprehensive Plan update regarding parkland acquisition.

The study will include:

- Inventory facilities used by youth athletic associations in Dayton and surrounding cities. This involves obtaining facility schedules from each association and sport (labor intensive).
- Create a regional map of facility usage.
- Identify gaps (needs) for specific facility types, which could be provided in Dayton.
- Predict thresholds for when the next facility is needed, based on past use, and population forecasts.

For example, we can compare metrics from the National Recreation and Park Association (NRPA) to Dayton and area cities to find a city the size of Dayton should have eight ballfields now, and 40 ballfields for a built-out population of 50,000. But, what age group should the next ballfield be for? Do the surrounding cities have an excess of fields such that facilities can be shared, or are fields overbooked?

¹ CDAA's resident participation area includes Champlin, Dayton, and the Champlin Park High School attendance boundary (Champlin, and portions of Dayton and Brooklyn Park).

PARK COMMISSION MEETING

The overall intent is for efficient use of park facilities, and to find what Dayton should be good at. For example, Maple Grove is good at basketball.² Blaine is good at hockey.³ What gap can Dayton fill that creates an efficient use of parks..

CRITICAL ISSUES:

Precedence In discussions with staff from Champlin, Maple Grove, and Rogers, none have done a similar study.

Cost Costs are unknown.

RELATIONSHIP TO COUNCIL GOALS:

Maintain and Enhance the Natural and Rural Community Connection	Facilitate an interconnected trail system	<ul style="list-style-type: none"> • Number of miles of trails • Number of Resident Homes connected to Elm Creek 	<ul style="list-style-type: none"> • Gaps in trails connected. • Work towards one connection on the Comprehensive Trail plan 	A) Acquire Trail Right of Way. B) Water Trails Build-Out. C) Environmental Signage on Parks and Trails. D) Diamond Lake Improvements Master Plan. E) Actively seek opportunities for community park with athletic fields. F) Increase Recreation Events and Programing. G) Look into Partnering with Three Rivers for Kayak / Bike Rentals for Water Trails.
	Provide and enhance public recreation space	<ul style="list-style-type: none"> • Acreage of available green space 	<ul style="list-style-type: none"> • Acquire land for community park with athletic fields of 40+ acres 	
	Promote Dayton's unique identity and community cohesion	<ul style="list-style-type: none"> • Participation level in Events and Programs 	<ul style="list-style-type: none"> • Continuation and Expansion of Recreation Programming 	
	Promote awareness of our natural resources	<ul style="list-style-type: none"> • Resident Response for Park Usage on Community Survey 	<ul style="list-style-type: none"> • Establish and Maintain a 60% Favorable Rating from Residents 	

ROLE OF PARK COMMISSION:

Recommend approval of the RFP request, or amend accordingly.

RECOMMENDATION:

Staff recommends submitting an RFP request

ATTACHMENT(S):

Draft RFP

² Maple Grove Community Gymnasium (2014) (three courts) is attached to Maple Grove Junior High School (three courts). This is a regional facility used by several associations for games and tournaments.

³ Blaine National Sports Center (1990) includes eight ice rinks funded in part by 9 cities and Anoka and Ramsey counties.



February 2, 2025

REQUEST FOR PROPOSALS

Professional Services for City of Dayton Inventory of sports facility usage, and Community Park and Sports Complex needs analysis

Section 1 GENERAL INFORMATION

1.1 Purpose

The City of Dayton is soliciting proposals from qualified consultants to provide planning services to complete; (1) an inventory of sports facilities serving Dayton residents and facility usage, and (2) a park facility needs analysis (sports and non-sports).

It is the intent of the city to review and assess the RFP responses to determine if the responding firms can meet the needs of the City of Dayton.

The city's intent to award a single contract for this project. The proposal should address the Consultant's capabilities for performing all aspects of the project development process while presenting specific project information and substantiating the Consultant's methodologies and approach for completing the work requested. Please submit one proposal for the project. The official title for this project is "*City of Dayton Inventory of sports facility usage, and Community Park and Sports Complex needs analysis*".

1.2 Background

The City of Dayton is located in northwestern Hennepin County. The city is experiencing rapid growth, from a 2000 population of 4,695 to a 2024 population of 10,744. The city has about 4,600 acres remaining of developable land, translating to an additional 16,000 households and a built-out population of 45,000 – 55,000. It is expected that as Maple Grove and Rogers areas build-out, more pressure will be put on Dayton for development. Since 2020, the city has averaged about 200 new single-family homes per year.

The additional residents have added pressure onto the city's park facilities and neighboring facilities serving Dayton residents. With the approval of new developments, the city requires land dedication or Park Dedication Fees in lieu (or combination). It has been the city's practice to require land dedication for Neighborhood Parks, and require Park Dedication Fees with the intent of saving up to acquire land and build large community parks and sports complexes. Development pressure has resulted in the sale of developable agricultural land (\$100,000+ per acre), vs non-developable agricultural land (\$30,000 per acre). Thus, land values are increasing faster than the city can save up to buy land.

The city intends to acquire land for community parks and sports complexes (or combination) to serve a 30-year need (25,000 – 30,000 population), based on assumed community desires (community park features), and demonstrated use and forecasted need (sports complex features). In anticipation of increasing land values, the city intends to consider future needs of the built-out city (50,000 population), in the event economies of scale justify the city to acquire excess land now, and build later (post-30 years).

The city intends to build sports complexes that are used efficiently (not under or over-built) based on supply and demand. The city will take into consideration a regional tournament facility if there is a demonstrated regional need (e.g. regional facilities qualify for legislative funding).

Many cities build multiple small (20-acres) and large (40+ acre) sports complexes as the city develops based on incremental need over decades of growth. Due to Dayton’s accelerated growth and land costs, the city is considering building fewer (2-3), but larger complexes (100+ acres) that serve local demand, but have the option of hosting tournaments.

This project is intended to be used as a reference for preparing the 2050 Comprehensive Plan update, but is not a substitute for the Comprehensive Plan related to parks and trails.

1.3 Youth Athletic Associations

The City of Dayton is served by three school districts: Anoka-Hennepin ISD 11, Osseo ISD 279, and Elk River ISD 728. Similarly, there are several youth sports associations open to Dayton residents, and to residents within their respective high school attendance boundary. Thus, there is overlap in K-12 youth sports. Known youth sports associations which would likely use city facilities (vs. school facilities only) include:

- Champlin-Dayton Athletic Association
(Baseball, Basketball, Football, Soccer, Softball, Track & Field, Volleyball, Lacrosse)
- Champlin Park Youth Hockey Association
- Maple Grove Youth Football Association
- Maple Grove Youth Lacrosse
- Maplebrook Soccer Club
- Osseo Maple Grove Basketball Association
- Osseo-Maple Grove Athletic Association
(Baseball, Softball)
- Osseo Maple Grove Hockey Association
- Rogers Youth Football Association
- Rogers-Otsego Youth Baseball Association
- Rogers-Otsego Softball Association
- Rogers Area Youth Basketball Association
- Rogers Youth Hockey Association
- Rogers United Soccer

Section 2 SCOPE OF WORK

2.1 Approach: Inventory of sports facility usage

The consultant will contact Youth Athletic Associations and obtain facility usage for 2023 - 2025 (three year comparison). In cases where seasons overlap calendar year, 2023/2024, 2024/2025, 2025/2026. The consultant will inquire if any irregularities non-typical of a normal year (e.g. if facility usage was adjusted due to construction). The consultant will obtain contact information from Youth Athletic Associations on their own (see respective websites for email contacts). The consultant will obtain lists of non-local tournament locations.

The consultant will inquire of each Youth Athletic Association what is their biggest need related to sports facilities, which Dayton could reasonably accommodate or plan for.

It is up to the consultant's discretion how information will be obtained from each Youth Athletic Association (e.g. email, online survey, phone, etc.).

The consultant will assemble an Excel spreadsheet of the facility inventory by sport and age/grade level. An example is provided in the Attached. The consultant is under no obligation to use the example.

The consultant will create maps identifying facilities used according to sport and field size.

Example 1: One map for baseball, age 11-12 (60' bases) illustrating which local fields are used for practices and home games by each of the three baseball Youth Athletic Associations.

Example 2: One map for basketball, age 9-11 (50' X 74' court), illustrating local gyms that are used for practices and home games by each of the three basketball Youth Athletic Associations.

The intent of each map is to illustrate the relationship between facility usage inside and outside of the Dayton city boundary, visually explaining the dependency Dayton residents have on non-Dayton facilities.

The consultants will create maps 11" X 17" PDF, and provide GIS shapefiles to the city for the city's use.

2.2 Approach: Community Park and Sports Complex Needs Analysis

The consultant will inventory number of participants by age/grade and sport, for years 2023-2025 or further back if available (e.g. 10-years), via information to be provided by each Youth Athletic Association. The intent is for the consultant to graphically explain trends in youth sports participation, considering population growth.

Example 1: Excel chart (or graph) comparing number of youth sports participants (by sport), compared to youth population (age 7-18), year over year, preferably over a ten year comparison.

The intent is to predict future needs for sport facilities based on historical trends, and referencing standard metrics from the National Recreation & Park Association (NRPA) based on Dayton's 50,000 built-out population assumption (e.g. low/median/high number of fields per population), and comparing number of fields per population in surrounding cities.

It is assumed that the majority of families moving into Dayton moved from nearby cities (same or adjacent school district), and that their expectation of Dayton parks is to be similar or better than where they moved from.

As the city develops, the city intends to maintain its rural character and not resemble typical suburban development in adjacent cities. Examples include wide landscaped corridors along major throughfares, "hiding" the houses beyond. As this relates to park planning, the intent is for parks to have expansive

views of open space from within, while hiding adjacent development. This translates to acquiring parkland allowing for significant buffer areas, and irregular layout of fields based on natural features and topography.

Assuming the city acquires parkland for long-term needs, the city intends to establish thresholds predicting when sports fields and associated facilities are needed based on historic demand and trends. For example, planning for a 5-diamond baseball/softball facility, but not building-out a concession hub until there is a need as a tournament facility. Likewise, planning for an indoor community center, but building when the population reaches a certain threshold (demonstrated need).

The consultant will suggest population thresholds of when certain park facilities may be needed, based on NRPA metrics, and considering cities comparable to Dayton's suburban characteristics. Park facilities include both sports and non-sports facilities.

The intent is to incorporate facility needs into the 10-year Long-Term Capital Plan.

Section 3 REQUEST FOR PROPOSALS

3.1 Pre-Submittal Meetings

The city will be allowing pre-submittal meetings for any consultants desiring one. Please contact Jon Sevald, Community Development Director, 763-712-3221 or jsevald@daytonmn.gov. The cut-off for pre-submittal meetings is Friday, February 20, 2025.

3.2 Preparation Costs

Proposers shall be solely responsible for proposal preparation costs, including but not limited to the cost of preparing the RFP. By submitting a proposal each Proposer agrees to be bound in this respect and waives all claims to such costs and fees.

3.3 RFP Submittal

- Coversheet, with summary of costs.
- Summary of consultant's experience, and individual roles and experience.
- Consultant's project approach, including timelines for mid-point, and project completion.
- Cost proposals.
- Supporting materials (e.g. past similar project summaries).
- Scope of Services agreement

Although this RFP announcement includes detailed Approaches, the consultant may propose a different Approach with the intent of obtaining the same or similar project goals.

RFP's are to be submitted electronically no later than Monday, March 2, 2026 at 5:00 PM to Jon Sevald, Community Development Director, jsevald@daytonmn.gov or printed, City of Dayton, 12260 South Diamond Lake Road, Dayton, MN 55327.

All materials submitted in response to this RFP become the property of the City of Dayton.

3.4 RFP Selection

A committee of individuals representing the City of Dayton will evaluate the proposals.

The City of Dayton reserves the right to reject any or all proposals, to waive irregularities and to accept that proposal which the city determines, in its sole discretion, is in the best interest of the City.

The City of Dayton reserves the right to award contract(s) based solely on the written proposals. The City also reserves the right to request oral interviews. The City reserves the right to request additional questions to be answered during interviews to determine which proposers will be interviewed, the format and content of the interviews and to establish the maximum number of people who attend the interview from a proposer. The consultant's project manager identified in the proposal will be required to attend a requested interview. By submitting a proposal, it is understood that the proposers may not change (add or delete) personnel for interviews from those listed in the proposals without written consent from the city.

It is anticipated that a consultant will be selected by the City Council at its March 10th or March 24th 2026 meetings. The consultant shall attend the City Council meeting in person to answer any questions.

A respondent may withdraw or modify a proposal at any time prior to the City Council's selection.

Section 4 PROJECT DELIVERABLES

4.1 Public Input Process

Public input is dependent on information received from, and conversations between the consultant and Youth Athletic Association representatives. Public input is quantitative (e.g. participation statistics) and qualitative (e.g. what is each Association's biggest facility need that Dayton could reasonably accommodate?).

4.2 Final Product and Presentation

The consultant will meet with city staff remotely as necessary, to check in on progress and project intention.

The consultant will submit a written report including an inventory of sports facility usage, and Community Park and Sports Complex needs analysis. The report will include data, charts, graphs, and maps as previously discussed in Section 2 (Approach). The consultant will provide GIS shapefiles of mapped data to the city for its future use.

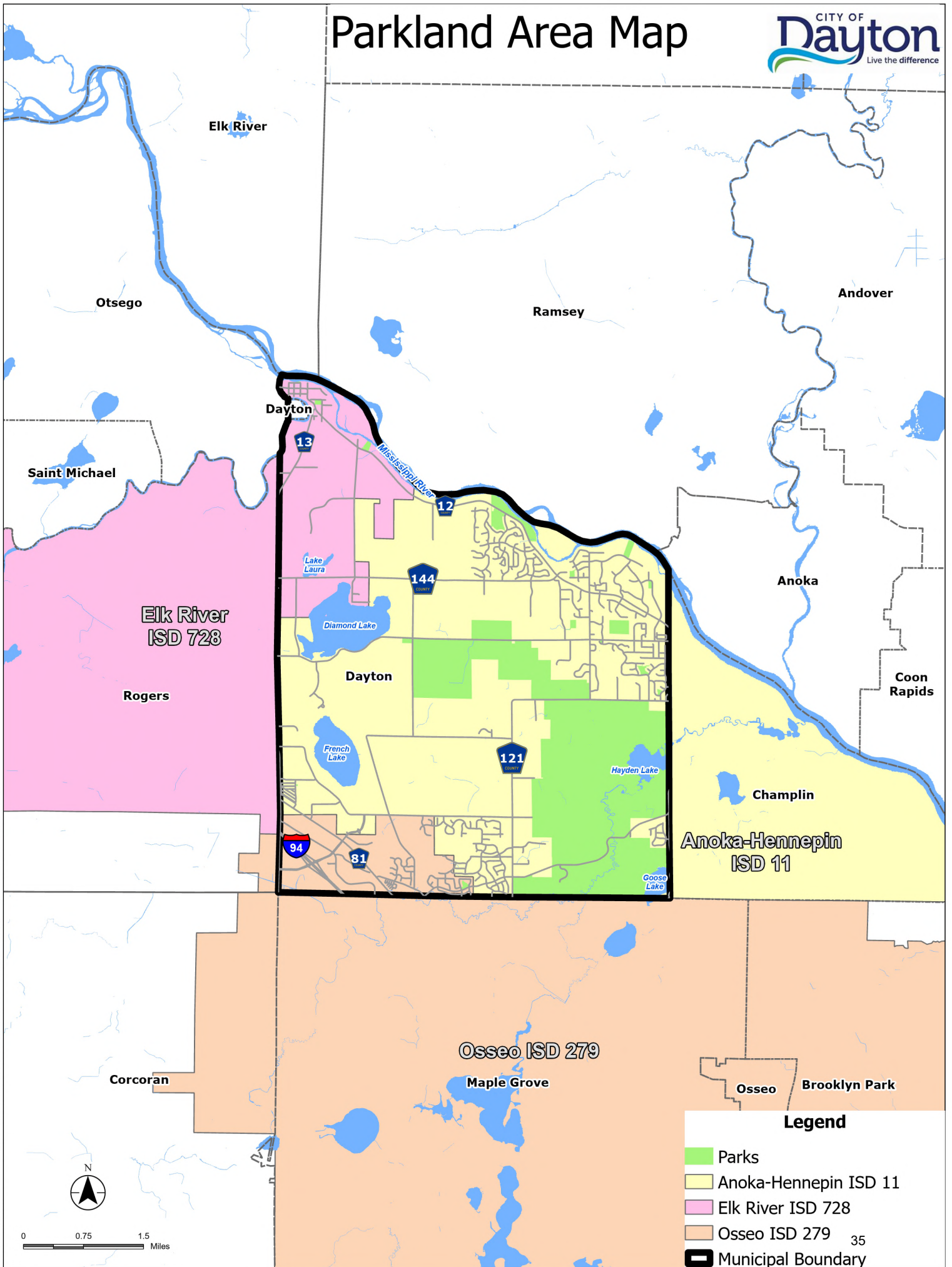
The consultant will present findings in person at the mid-way point (Park Commission meeting), and project completion (Park Commission meeting, and City Council meeting). The mid-way point presentation will include power point slides (30-60 minutes at Park Commission meeting). The final presentation will include written findings and recommendations (report), and a power point presentation with discussion (30-60 minutes at Park Commission, and 10-30 minutes at City Council).

ATTACHED

Map: Parkland Area Map

Excel Spreadsheet: Baseball facility usage (example)

Parkland Area Map



Excel Spreadsheet: CDAA Baseball facility usage (example)

		Elementary School					Middle School			High School			
GRADE	K	1	2	3	4	5	6	7	8	9	10	11	12
AGE		7	8	9	10	11	12	13	14	15	16	17	18

BASEBALL	Mound		38	46'	46'-52'	52'-54'	60'-6"					
	Bases		50'	60'	60'-75'	75'-82'	90'					
	Home-CF		200'	225'	225'	300'	400'					
	Home-RF/LF		150'	175'	175'	250'	320'					

		Andrews	Brittany	Central Park	Dayton Farms	Diamond Lake Diamonds	Evergreen	Highpointe	Jackson Middle School	Jerry Ruppelious	McNeil	Northland	Oak Creek	Paul Wethern	Pines	Reynolds	Riversbend	West River	Woodlawn
Field 1	Mound																		
	Bases																		
	Home-CF																		
	Home-RF/LF																		
Field 2	Mound																		
	Bases																		
	Home-CF																		
	Home-RF/LF																		
Field 3	Mound																		
	Bases																		
	Home-CF																		
	Home-RF/LF																		
Field 4	Mound																		
	Bases																		
	Home-CF																		
	Home-RF/LF																		
Field 5	Mound																		
	Bases																		
	Home-CF																		
	Home-RF/LF																		

TO BE PROVIDED BY CITY

* lights

Field Usage

		Andrews	Brittany	Central Park	Dayton Farms	Diamond Lake Diamonds	Evergreen	Highpointe	Jackson Middle School	Jerry Ruppelious	McNeil	Northland	Oak Creek	Paul Wethern	Pines	Reynolds	Riversbend	West River	Woodlawn	
Field 1		M		MTWR			MTWR	MTWR	MTWR	MTWR	TR	MTWR	MTWR	TR	MTWR	TR	MW	TR		
Field 2		M		MTWR			MTWR	MTWR	MTWR	MTWR		TR								
Field 3				MTWR			MTWR	MTWR	MTWR											
Field 4				MTWR			MTWR	MTWR	MTWR											
Field 5		MTWR																		

TO BE PROVIDED BY YOUTH ATHLETIC ASSOCIATION

ITEM:

Appointing Planning and Park Commissioners

PREPARED BY:

Amy Benting, Assistant City Administrator/City Clerk

POLICY DECISION / ACTION TO BE CONSIDERED:

Appoint open commission seats

BACKGROUND:

Terms for the commissions expire June 30. Parks commission has one open seat with Brad Cole term ending and he has reapplied and no other applicants. The Planning commission has Darren Brown and Jeff Sargent terms up both have reapplied and we also have another applicant, Drew Matylinski. Darren Brown is out of town, and Council will have his responses at the meeting to the questions given.

RECOMMENDATION:

Staff recommends appointing open seats

ATTACHMENT(S):

Commission interview questions
Commission applications
Darren Browens answers

Planning commission interview questions

- 1) Tell us about yourself?
- 2) Why do you want to serve on the commission?
- 3) How do you view the role of the Comprehensive or Master Plan when evaluating an application
- 4) If a staff report is provided in advance and you have major concerns about it, how would you handle it?
- 5) How much do you believe your personal political views should influence your land-use voting?
- 6) What do you believe are the top three land-use or development challenges facing our community over the next 10 years?
- 7) Do you feel that our current infrastructure is keeping up with local development needs?
- 8) How would you handle a high-density project proposal that has massive neighborhood opposition at a public meeting?
- 9) When trying to reach a consensus on a controversial regulation, how do you prioritize listening versus advocating for your own view?
- 10) Meetings can run late into the evening and require hours of prior reading. Does your schedule accommodate this paid volunteer commitment?



Appointment Application to City Commissions & Boards

APPLICANT NAME Jeff Sargent

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: 16500 Territorial Trail N. **Phone (H):** 612-201-2289

E-mail Address: jsargent@newhopemn.gov **Phone (C):** 612-201-2289

How long have you lived or worked in the City of Dayton? 7 Years 0 Months

Employment (Firm and Occupation): City of New Hope - Director of Community Development

Educational Background: UW-Eau Claire, B.S. Urban Economics; Metro State, Masters in Public and Non-Profit 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: I have served on the Dayton Planning Commission since February 2025.

Over the course of my 25-year career, I have served as a staff liaison to Planning Commission and Variance Boards.


As Director of Community Development, I have presented to and attended numerous City Council and EDA meetings.

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

I have greatly enjoyed serving on the Dayton Planning Commission over the last year and a half. I have gained a better understanding of the direction that the City of Dayton is going and enjoy being a part of that planning process. I also have a great amount of experience with preparing and presenting reports to various boards and commissions and understand and appreciate the work that staff puts in. I feel that I can continue to use my experience to help shape meaningful discussions that allow the planning commission to make the most informed recommendations to the City Council.

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.

Having worked in municipal government for my entire 25-year career, I understand that my experience could make a meaningful impact to the City. I feel that I have been respectful to the planning process over the last 1.5 years that I have been on the Dayton Planning Commission and hope that I can provide the same insight for a second term. I am grateful to have been given the opportunity to give back to the community that I call home.

Signature: 

Date: 6/5/2026

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**

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 _____

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: _____ **Phone (H):** _____

E-mail Address: _____ **Phone (C):** _____

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

Employment (Firm and Occupation): _____

Educational Background: _____

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: _____

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

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.

Signature:  _____

Date: _____

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FOR OFFICE USE ONLY:

Date Application Received _____ Date Distributed to Council _____



Appointment Application to City Commissions & Boards

APPLICANT NAME Darren Browen

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: 11358 Parkside Tr N, Dayton, MN 55369 **Phone (H):** _____

E-mail Address: darrenbrowen@gmail.com **Phone (C):** 612-799-8070

How long have you lived or worked in the City of Dayton? 15 Years 10 Months

Employment (Firm and Occupation): Furia Property Tax - Senior Analyst

Educational Background: Accounting Major from St. John's 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: Dayton Planning Commission

Provide a short paragraph summarizing why you are seeking an appointment to a Board or Commission in the City of Dayton. I would like to continue to serve my communitiy on the planning comission and share my real estate knowlwedge with staff and city council to aid in their decision making.

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.

Commercial RE appraiser for 25 years

Signature: Jamie Brown

Date: 6/5/2026

Return

to:

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

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FOR OFFICE USE ONLY:

Date Application Received _____

Date Distributed to Council _____

Planning commission interview questions

- 1) Tell us about yourself? I am an appraiser and have been valuing commercial real estate, including residential subdivision projects, for over 25 years. I have raised two daughters in Dayton since moving to the city in 2010. I reside in the Nature's Crossing neighborhood. I enjoy gardening, fishing, and outdoor adventures.
- 2) Why do you want to serve on the commission? I have enjoyed my time on the planning commission and with this next cycle I recognize we will also be going through our 2050 comprehensive land use plan. I want to share thoughts based on my work experiences to help my community with this plan. I also was want to use my experience to help my community with the more routine items that come in front of the planning commission.
- 3) How do you view the role of the Comprehensive or Master Plan when evaluating an application. The comprehensive land use plan should be the guiding document for proposed new land uses. Thus, the importance of creating a well thought out plan that does not have inconsistencies between the various chapters such as the transportation and land use chapters.
- 4) If a staff report is provided in advance and you have major concerns about it, how would you handle it? I would email staff to make sure I have the correct understanding and try to better understand why staff is recommending denial or approval if it was not obvious in the packet.
- 5) How much do you believe your personal political views should influence your land-use voting? Personal views influence all of us. It is what makes us who we are and why council members are elected if the majority of voters share similar beliefs. My brain tends to operate in pros versus cons versus right or wrong. All citizen's of Dayton will not agree on land use decisions. My vote will be based on what I think is best for Dayton. Much of this is my personal view based on my experiences/knowledge.
- 6) What do you believe are the top three land-use or development challenges facing our community over the next 10 years? Transportation plan/execution of related infrastructure upgrades, staging plan and ensuring the city is prepared with a plan to execute infrastructure upgrades to accommodate growth in current staging, and navigating the continuous change that will occur in our city over the next 20 years as

there will understandably be many occasions where change may be best for one party, but it is not for another party.

- 7) Do you feel that our current infrastructure is keeping up with local development needs? Short answer, no. This is from the perspective of a resident and not a developer. Seems we are in catch up mode given the growth that occurred that was not anticipated in our comp plan, CIP plan, or in the plans of other partners such as the County or School District that also influence the quality of life and desirability of our community.
- 8) How would you handle a high-density project proposal that has massive neighborhood opposition at a public meeting? I would first understand what our comprehensive plan has guided for the site. This is step one as if it is legally allowed, the city is exposing itself to legal risk by denying a project. If a use is allowed, then the next step is to understand the history of how this use was allowed and what the perceived benefit was when the decision was made to allow it. Over time, the benefit may change and there may be circumstances where not following the land use plan is appropriate. It is always important to hear the neighborhood, but a decision cannot be based solely on this opposition or support. It is important to think about what is best for Dayton in the long-term and hopefully this is why the land use plan was well thought out when it was approved.
- 9) When trying to reach a consensus on a controversial regulation, how do you prioritize listening versus advocating for your own view? Listening is important to understand how others thoughts may change your opinion. This is especially true because each commission member has different experiences/expertise that can influence my opinion. Controversial regulations are not always about right or wrong. There are pros and cons of many regulations and trying to identify them is an important step. Disagreement can be good as it gives more perspectives as it gives the elected officials more to consider when they make the final decision.
- 10) Meetings can run late into the evening and require hours of prior reading. Does your schedule accommodate this paid volunteer commitment? I have managed so far, so this is not a concern for me.

Park Commission interview questions

- 1) Tell us about yourself
- 2) What led you to apply for the Park Commission, and what is your understanding of its role?
- 3) How would you advocate for park initiatives and engage residents who typically do not participate in local government?
- 4) When considering new park projects or facility upgrades, what factors do you prioritize?
- 5) What do you see as the biggest opportunity for our local park system in the coming years?



Appointment Application to City Commissions & Boards

APPLICANT NAME Brad Cole

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: 13840 Teakwood Lane N **Phone (H):** 9522583528

E-mail Address: bradacole71@gmail.com **Phone (C):** 9522583528

How long have you lived or worked in the City of Dayton? 4 Years 10 Months

Employment (Firm and Occupation): American Solutions for Business-Director of Sales (Sports and Spartan Hub)

Educational Background: Anoka HS/MSU Mankato Bachelors in Business Management

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 have been on the city of Dayton Parks Commission for 3 years.

I have also been on the board at Rum River Hills GC for over 15 years, Landscape Committee for Pineview Meadows HOA for 3 years.

I have also served on other various boards/commissions.

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

I have enjoyed my past 3 years on the Parks Commission in Dayton and feel that I have made some good contributions to our community through this role. I am interested in running again to continue helping our community through this role. I strongly believe in the work we are doing and would love to keep moving forward with this team and to keep seeing great improvements in our city.

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 understand the inner workings of both the city of Dayton and the Parks Commission.

I have a long history of working on boards/commissions to help better all involved.

My day job has me working with and leading various groups of people, compromising, focusing on team objectives, etc. that helps me to be a good teammate for this role.

Signature: Brad Cole

Date: 5/27/2026

Return

to:

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

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

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

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FOR OFFICE USE ONLY:

Date Application Received _____

Date Distributed to Council _____

Payments to be approved at City Council Meeting June 23, 2026

	<u>Totals</u>
Claims Roster 06-23-2026	\$ 810,747.52
Prepaid 06-04-2026 EB	\$ 126,904.43
Prepaid 06-10-2026 FB	\$ 6,340.91
Prepaid 06-12-2026 EB	\$ 2,259.86
Total Payments:	\$ 946,252.72
Payroll 06-04-2026 Bi-Weekly 12	\$ 123,982.93
Payroll 06-10-2026 FD 05.2026	\$ 14,604.58
Payroll 06-12-2026 Special Final Pay	\$ 3,000.36

Check # sequence to be approved by City Council from meeting date of 6/23/2026:

Checks # 080944-081021

06/17/2026 INVOICE REGISTER REPORT FOR CITY OF DAYTON MN
 EXP CHECK RUN DATES 06/23/2026 - 06/23/2026
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Status	Jrnlized Post Date
	AMERICAN LEGAL PUBLISHING CORP INTERNET RENEWAL PERIOD; 7/13-7/13/2027 (C 101-41710-50321 INTERNET RENEWAL PERIOD; 7/13-7/13/2027	06/09/2026 CHOYT	06/23/2026	495.00	Open	N 06/08/2026
				495.00		
	ASPEN MILLS PD; UNIFORM/GENERAL 101-42120-50217 PD; UNIFORM/GENERAL	06/11/2026 CHOYT	06/23/2026	85.80	Open	N 06/09/2026
				85.80		
	ASPEN MILLS PD; UNIFORM-ENGA 101-42120-50217 PD; UNIFORM-ENGA	06/16/2026 CHOYT	06/23/2026	143.95	Open	N 06/15/2026
				143.95		
	BEAUDRY PW; UNLEADED 87 -665.30 101-43100-50212 PW; UNLEADED 87 -665.30	06/08/2026 CHOYT	06/23/2026	2,201.48	Open	N 06/02/2026
				2,201.48		
	BEAUDRY PW; ULS #2 DYED DIESEL -139.60 101-43100-50212 PW; ULS #2 DYED DIESEL -139.60	06/08/2026 CHOYT	06/23/2026	579.90	Open	N 06/02/2026
				579.90		
	BEAUDRY PW; UNLEADED 87 -583.10 101-43100-50212 PW; UNLEADED 87 583.10	06/15/2026 CHOYT	06/23/2026	1,941.72	Open	N 06/08/2026
				1,941.72		

BEAUDRY	06/17/2026	06/23/2026	1,628.83	Open	N
PW; ULS #2 DYED DIESEL -406.80	CHOYT				06/17/2026
101-43100-50212	PW; ULS #2 DYED DIESEL -406.80		1,628.83		

BEAUDRY	06/17/2026	06/23/2026	2,418.60	Open	N
PW; UNLEADED 87 -725.00	CHOYT				06/17/2026
101-43100-50212	PW; UNLEADED 87 -725.00		2,418.60		

BLACKSTONE CONTRACTORS LLC	06/17/2026	06/23/2026	64,414.28	Open	N
PAY 1; 138TH AVE STORMWATER IMPROVEMENTS	CHOYT				06/17/2026
415-41900-50530	PAY 1; 138TH AVE STORMWATER IMPROVEMENTS		67,804.50		
415-00000-20600	RETAINAGE PAYABLE		(3,390.22)		

CENTERPOINT ENERGY	06/08/2026	06/23/2026	604.39	Paid	Y
CH GAS UTILITIES; 8000014132-7 APR 2026	CHOYT				05/31/2026
101-41810-50383	CH GAS UTILITIES; 8000014132-7 APR 2026		604.39		

CENTERPOINT ENERGY	06/08/2026	06/23/2026	30.52	Paid	Y
RH WELLHOUSE; 11429952-2	CHOYT				05/31/2026
601-49400-50383	RH WELLHOUSE; 11429952-2		30.52		

CENTERPOINT ENERGY	06/08/2026	06/23/2026	1,024.38	Paid	Y
PW/PD GAS UTILITIES; 10662228-5	CHOYT				05/31/2026
101-41810-50383	PW/PD GAS UTILITIES; 10662228-5		1,024.38		

CENTURY COLLEGE	06/11/2026	06/23/2026	450.00	Open	N
LIVE BURN INSTURSTOR TRAIN THE TRAINER; K A	CHOYT				06/09/2026
101-42260-50208	LIVE BURN INSTURSTOR TRAIN THE TRAINER		450.00		

CINTAS	06/08/2026	06/23/2026	153.10	Open	N
PW; UNIFORMS	CHOYT				06/08/2026
101-43100-50217	PW; UNIFORMS		153.10		

CINTAS PW; UNIFORMS 101-43100-50217	PW; UNIFORMS	06/15/2026 CHOYT	06/23/2026	153.10	Open	N 06/15/2026
<hr/>						
CITY OF ANOKA 22-396030-00 BALSAM LANE PED MAY 2026 101-43100-50230	22-396030-00 BALSAM LANE PED	06/15/2026 CHOYT	06/23/2026	71.63	Open	N 05/31/2026
<hr/>						
CITY OF ANOKA 22-393200-01 CENTRAL PARK MAY 2026 101-41810-50381	22-393200-01 CENTRAL PARK	06/15/2026 CHOYT	06/23/2026	274.53	Open	N 05/31/2026
<hr/>						
CITY OF ANOKA 22-393400-00 SDLR SIREN MAY 2026 101-41810-50381	22-393400-00 SDLR SIREN	06/15/2026 CHOYT	06/23/2026	23.50	Open	N 05/31/2026
<hr/>						
CITY OF ANOKA 22-396000-01 CH MAY 2026 101-41810-50381	22-396000-01 CH	06/15/2026 CHOYT	06/23/2026	1,002.96	Open	N 05/31/2026
<hr/>						
CITY OF ANOKA 22-990002-01 STREET LIGHTS MAY 2026 101-43100-50230	22-990002-01 STREET LIGHTS	06/15/2026 CHOYT	06/23/2026	514.10	Open	N 05/31/2026
<hr/>						
CITY OF MAPLE GROVE WAC FEES MAPLE GROVE; 1ST QTR 2026 601-00000-20805	WAC FEES; 1ST QTR 2026	06/15/2026 CHOYT	06/23/2026	113,082.00	Open	N 03/31/2026
<hr/>						
COMFORT MATTERS REPAIR/MAINT-14320 N DIAMOND LK RD 601-49400-50220	REPAIR/MAINT-14320 N DIAMOND LK RD	06/09/2026 CHOYT	06/23/2026	328.00	Open	N 06/03/2026
<hr/>						
COMFORT MATTERS		06/09/2026	06/23/2026	328.00	Open	N

BUILDING REPAIR 14695 DAYTON RIVER RD	CHOYT					06/03/2026
101-41810-50223	BUILDING REPAIR 14695 DAYTON RIVER RD			328.00		
<hr/>						
DANE ALLEN HOMES INC		06/09/2026	06/23/2026	3,000.00	Open	N
15350 110TH AV N LANDSCAPE ESCROW RELEAS	CHOYT					06/09/2026
420-00000-22100	15350 110TH AV N LANDSCAPE ESCROW RELEAS			3,000.00		
<hr/>						
DANE ALLEN HOMES INC		06/09/2026	06/23/2026	3,000.00	Open	N
15440 110TH AV N LANDSCAPE ESCROW RELEAS	CHOYT					06/09/2026
420-00000-22100	15440 110TH AV N LANDSCAPE ESCROW RELEAS			3,000.00		
<hr/>						
DANIEL SCHUNA		06/15/2026	06/23/2026	300.00	Open	N
BD Payment Refund	CHOYT					06/15/2026
101-00000-20200	Application - Townhome			300.00		
<hr/>						
DAYTON FIRE RELIEF ASSOCIATION		06/08/2026	06/23/2026	454.00	Paid	Y
FF SUPPLEMENTAL BENEFIT-FIRE RELIEF	CHOYT					06/08/2026
101-42260-50125	FF SUPPLEMENTAL BENEFIT			454.00		
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EARL F ANDERSON INC		06/17/2026	06/23/2026	359.55	Open	N
PW; STREET SIGNS	CHOYT					06/17/2026
101-43100-50224	PW; STREET SIGNS			359.55		
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ECHO DATA ANALYTICS		06/08/2026	06/23/2026	5,500.00	Open	N
FIRE OPS 5.1.2026-4.30.2027	CHOYT					06/08/2026
101-42260-50300	FIRE OPS 5.1.2026-4.30.2027			5,500.00		
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ECKBERG LAMMERS PC		06/09/2026	06/23/2026	5,365.00	Open	N
PROFESSIONAL SRVS MAY 2026	CHOYT					05/31/2026
225-41710-50300	PROFESSIONAL SRVS			268.00		
101-41640-50312	LEGAL OTHER			5,097.00		
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ENTERPRISE FM TRUST		06/09/2026	06/23/2026	11,478.90	Open	N

MOTOR VEHICLES LEASING PROGRAM-JUN 2026 CHOYT						06/09/2026
401-42120-50550	MOTOR VEHICLES LEASING PROGRAM-JUN 2026			11,478.90		
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GOPHER STATE ONE-CALL		06/08/2026	06/23/2026	564.30	Open	N
418 BILLABLE TICKETS; MAY 2026		CHOYT				05/31/2026
601-49400-50220	BILLABLE TICKETS; 418			282.15		
602-49400-50220	BILLABLE TICKETS; 418			282.15		
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GUIDANCEPOINT TECHNOLOGIES		06/11/2026	06/23/2026	700.35	Open	N
OFFICE 365 -1 YR BILLED MONTHLY		CHOYT				06/10/2026
101-41820-50205	OFFICE 365 -1 YR BILLED MONTHLY			700.35		
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GUIDANCEPOINT TECHNOLOGIES		06/17/2026	06/23/2026	175.00	Open	N
PD; BACKUP OF SERVER-JUN 2026		CHOYT				06/15/2026
101-41820-50300	PD; BACKUP OF SERVER-JUN 2026			175.00		
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GUIDANCEPOINT TECHNOLOGIES		06/17/2026	06/23/2026	305.00	Open	N
CH; BACKUP OF SERVERS-JUN 2026		CHOYT				06/15/2026
101-41820-50300	CH; BACKUP OF SERVERS			305.00		
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HACH COMPANY INC		06/15/2026	06/23/2026	33.15	Open	N
PW; CHEMICALS FEB 2026		CHOYT				05/31/2026
601-49400-50210	PW; CHEMICALS			33.15		
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HACH COMPANY INC		06/15/2026	06/23/2026	259.82	Open	N
PW; CHEMICALS		CHOYT				05/18/2026
601-49400-50210	PW; CHEMICALS			259.82		
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HACH COMPANY INC		06/15/2026	06/23/2026	41.35	Open	N
PW; CHEMICALS		CHOYT				05/28/2026
601-49400-50210	PW; CHEMICALS			41.35		
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HACH COMPANY INC		06/15/2026	06/23/2026	612.19	Open	N

PW; CHEMICALS		CHOYT					04/15/2026
601-49400-50210	PW; CHEMICALS				612.19		

HACH COMPANY INC		06/15/2026	06/23/2026		684.28	Open	N
PW; CHEMICALS		CHOYT					05/27/2026
601-49400-50210	PW; CHEMICALS				684.28		

HANSON BUILDERS		06/09/2026	06/23/2026		3,000.00	Open	N
15181 110TH AVE N LANDSCAPE ESCROW RELEA		CHOYT					06/09/2026
420-00000-22100	15181 110TH AVE N LANDSCAPE ESCROW RELEA				3,000.00		

HANSON BUILDERS		06/09/2026	06/23/2026		3,000.00	Open	N
15160 110TH AVE N LANDSCAPE ESCROW RELEA		CHOYT					06/09/2026
420-00000-22100	15160 110TH AVE N LANDSCAPE ESCROW RELEA				3,000.00		

HANSON BUILDERS		06/09/2026	06/23/2026		3,000.00	Open	N
15170 110TH AVE N LANDSCAPE ESCROW RELEA		CHOYT					06/09/2026
420-00000-22100	15170 110TH AVE N LANDSCAPE ESCROW RELEA				3,000.00		

HANSON BUILDERS		06/09/2026	06/23/2026		3,000.00	Open	N
15433 111TH AVE N LANDSCAPE ESCROW RELEA		CHOYT					06/09/2026
420-00000-22100	15433 111TH AVE N LANDSCAPE ESCROW RELEA				3,000.00		

HENNEPIN COUNTY		06/09/2026	06/23/2026		2,707.14	Open	N
PD; RADIO LEASE-MAY 2026		CHOYT					06/02/2026
101-42120-50320	PD; RADIO LEASE-MAY 2026				2,707.14		

HENNEPIN COUNTY		06/11/2026	06/23/2026		2,254.82	Open	N
FD; RADIO LEASE- MAY 2026		CHOYT					05/31/2026
101-42260-50320	FD; RADIO LEASE- MAY 2026				2,254.82		

HENNEPIN COUNTY-RECORDER		06/08/2026	06/23/2026		56.00	Paid	Y
LAND ABSTRACT PLAT-DAYTON DIFFERENCE ADC		CHOYT					06/08/2026

225-41710-50510	LAND ABSTRACT PLAT			56.00		
HENNEPIN COUNTY-RECORDER		06/08/2026	06/23/2026	46.00	Paid	Y
LAND-DAYTON DIFFERENCE ADDITION	CHOYT					06/08/2026
225-41710-50510	LAND-DAYTON DIFFERENCE ADDITION			46.00		
IYANU DARAMOLA		06/08/2026	06/23/2026	450.00	Open	N
DAC RENTAL DEPOSIT REFUND: EVENT 5.31	CHOYT					06/08/2026
101-00000-21716	DAC RENTAL DEPOSIT REFUND: EVENT 5.31			450.00		
J.P. MORGAN CHASE BANK NA		05/06/2026	06/23/2026	21.69	Open	N
ESW Monthly Joint Meeting Hosted	CHOYT					05/06/2026
101-42120-50331	ESW Monthly Joint Meeting Hosted			21.69		
J.P. MORGAN CHASE BANK NA		05/06/2026	06/23/2026	50.58	Open	N
ESW Monthly Joint Meeting Hosted	CHOYT					05/06/2026
101-42120-50331	ESW Monthly Joint Meeting Hosted			50.58		
J.P. MORGAN CHASE BANK NA		05/06/2026	06/23/2026	1,130.38	Open	N
Supplies for Open house/National night	CHOYT					05/06/2026
101-42120-50395	Supplies for Open house/National night			1,130.38		
J.P. MORGAN CHASE BANK NA		05/12/2026	06/23/2026	65.68	Open	N
Office Supplies	CHOYT					05/12/2026
101-42120-50200	Office Supplies			65.68		
J.P. MORGAN CHASE BANK NA		05/13/2026	06/23/2026	186.23	Open	N
open house root beer	CHOYT					05/13/2026
101-41910-50210	open house root beer			186.23		
J.P. MORGAN CHASE BANK NA		05/13/2026	06/23/2026	30.00	Open	N
ID Card Subscription	CHOYT					05/13/2026
101-41810-50205	ID Card Subscription			30.00		

J.P. MORGAN CHASE BANK NA open house root beer return 101-41910-50210	05/14/2026 CHOYT	06/23/2026	(77.72) Open	N 05/14/2026
open house root beer return			(77.72)	
J.P. MORGAN CHASE BANK NA Postage for return 101-41810-50322	05/18/2026 CHOYT	06/23/2026	5.44 Open	N 05/18/2026
Postage for return			5.44	
J.P. MORGAN CHASE BANK NA Squad Equipment 101-42120-50580	05/20/2026 CHOYT	06/23/2026	174.09 Open	N 05/20/2026
Squad Equipment			174.09	
J.P. MORGAN CHASE BANK NA Office Supplies 101-42120-50200	05/21/2026 CHOYT	06/23/2026	56.52 Open	N 05/21/2026
Office Supplies			56.52	
J.P. MORGAN CHASE BANK NA Truck Upholstery repair 101-43100-50220	04/30/2026 CHOYT	06/23/2026	362.25 Open	N 04/30/2026
Truck Upholstery repair			362.25	
J.P. MORGAN CHASE BANK NA Mailbox Parts 101-43100-50220	04/29/2026 CHOYT	06/23/2026	121.00 Open	N 04/29/2026
Mailbox Parts			121.00	
J.P. MORGAN CHASE BANK NA screen frames 101-43100-50210	05/01/2026 CHOYT	06/23/2026	19.98 Open	N 05/01/2026
screen frames			19.98	
J.P. MORGAN CHASE BANK NA Rental House Screens 101-43100-50220	05/02/2026 CHOYT	06/23/2026	18.99 Open	N 05/02/2026
Rental House Screens			18.99	

J.P. MORGAN CHASE BANK NA	05/05/2026	06/23/2026	53.99	Open	N
Supplies for open house	CHOYT				05/05/2026
101-41910-50210	Supplies for open house		53.99		

J.P. MORGAN CHASE BANK NA	05/07/2026	06/23/2026	425.00	Open	N
SEPTIC PUMPING	CHOYT				05/07/2026
101-41810-50300	SEPTIC PUMPING		425.00		

J.P. MORGAN CHASE BANK NA	05/17/2026	06/23/2026	49.99	Open	N
copier paper	CHOYT				05/17/2026
101-43100-50210	copier paper		49.99		

J.P. MORGAN CHASE BANK NA	05/18/2026	06/23/2026	164.95	Open	N
Potting Soil	CHOYT				05/18/2026
101-45200-50210	Potting Soil		164.95		

J.P. MORGAN CHASE BANK NA	05/20/2026	06/23/2026	617.89	Open	N
Dog Waste Bags & Dispenser	CHOYT				05/20/2026
101-45200-50210	Dog Waste Bags & Dispenser		617.89		

J.P. MORGAN CHASE BANK NA	05/26/2026	06/23/2026	368.90	Open	N
Various Hardware	CHOYT				05/26/2026
101-43100-50210	Various Hardware		368.90		

J.P. MORGAN CHASE BANK NA	05/27/2026	06/23/2026	99.92	Open	N
Shovels	CHOYT				05/27/2026
101-43100-50210	Shovels		99.92		

J.P. MORGAN CHASE BANK NA	05/05/2026	06/23/2026	310.00	Open	N
GC for Adopt a Road Program - Donations	CHOYT				05/05/2026
101-49999-50429	GC for Adopt a Road Program - Donations		310.00		

J.P. MORGAN CHASE BANK NA	05/01/2026	06/23/2026	74.00	Open	N

water/pop/chips clean up day	CHOYT					05/01/2026
101-41810-50200	water/pop/chips clean up day			74.00		
J.P. MORGAN CHASE BANK NA	05/18/2026	06/23/2026		617.72	Open	N
digium	CHOYT					05/18/2026
101-41820-50308	digium			617.72		
J.P. MORGAN CHASE BANK NA	05/23/2026	06/23/2026		11.00	Open	N
MICROSOFT	CHOYT					05/23/2026
101-41820-50308	MICROSOFT			11.00		
J.P. MORGAN CHASE BANK NA	05/26/2026	06/23/2026		52.09	Open	N
ZOOM SUBSCRIPTION	CHOYT					05/26/2026
101-41500-50205	ZOOM SUBSCRIPTION			52.09		
J.P. MORGAN CHASE BANK NA	05/11/2026	06/23/2026		49.50	Open	N
Office Supplies- coffee	CHOYT					05/11/2026
101-41810-50200	Office Supplies- coffee			49.50		
J.P. MORGAN CHASE BANK NA	05/13/2026	06/23/2026		79.99	Open	N
ink-mail machine	CHOYT					05/13/2026
101-41810-50200	ink-mail machine			79.99		
J.P. MORGAN CHASE BANK NA	05/18/2026	06/23/2026		143.95	Open	N
cleaning supplies-AC	CHOYT					05/18/2026
101-41810-50200	cleaning supplies-AC			143.95		
J.P. MORGAN CHASE BANK NA	05/19/2026	06/23/2026		69.08	Open	N
cleaning supplies-AC	CHOYT					05/19/2026
101-41810-50200	cleaning supplies-AC			69.08		
J.P. MORGAN CHASE BANK NA	05/19/2026	06/23/2026		26.23	Open	N
cleaning supplies-AC	CHOYT					05/19/2026

101-41810-50200	cleaning supplies-AC			26.23		
J.P. MORGAN CHASE BANK NA		05/19/2026	06/23/2026	37.34	Open	N
cleaning supplies-AC		CHOYT				05/19/2026
101-41810-50200	cleaning supplies-AC			37.34		
J.P. MORGAN CHASE BANK NA		05/15/2026	06/23/2026	120.00	Open	N
Trail Camera Subscription Yearly Sub		CHOYT				05/15/2026
101-42120-50205	Trail Camera Subscription Yearly Sub			120.00		
J.P. MORGAN CHASE BANK NA		05/15/2026	06/23/2026	95.99	Open	N
Trail Camera Subscription Yearly Sub		CHOYT				05/15/2026
101-42120-50205	Trail Camera Subscription Yearly Sub			95.99		
J.P. MORGAN CHASE BANK NA		05/21/2026	06/23/2026	99.00	Open	N
Squad Equipment - Tint Meter		CHOYT				05/21/2026
101-42120-50580	Squad Equipment - Tint Meter			99.00		
J.P. MORGAN CHASE BANK NA		05/21/2026	06/23/2026	42.26	Open	N
Uniform Allowance - Johnson		CHOYT				05/21/2026
101-42120-50217	Uniform Allowance - Johnson			42.26		
J.P. MORGAN CHASE BANK NA		05/22/2026	06/23/2026	302.31	Open	N
Supplies for Go Bags/Squads		CHOYT				05/22/2026
101-42120-50580	Supplies for Go Bags/Squads			302.31		
J.P. MORGAN CHASE BANK NA		05/27/2026	06/23/2026	248.63	Open	N
Uniform Allowance - Burns		CHOYT				05/27/2026
101-42120-50217	Uniform Allowance - Burns			248.63		
J.P. MORGAN CHASE BANK NA		04/30/2026	06/23/2026	120.00	Open	N
Brush Disposal		CHOYT				04/30/2026
101-43100-50300	Brush Disposal			120.00		

J.P. MORGAN CHASE BANK NA	05/05/2026	06/23/2026	266.94	Open	N
Clean up Day Lunch	CHOYT				05/05/2026
101-41910-50210	Clean up Day Lunch		266.94		

J.P. MORGAN CHASE BANK NA	05/09/2026	06/23/2026	4.34	Open	N
REMARKABLE DATA PLAN	CHOYT				05/09/2026
101-43100-50210	REMARKABLE DATA PLAN		4.34		

J.P. MORGAN CHASE BANK NA	05/13/2026	06/23/2026	85.50	Open	N
Irrigation data plan	CHOYT				05/13/2026
101-45200-50210	Irrigation data plan		85.50		

J.P. MORGAN CHASE BANK NA	05/01/2026	06/23/2026	79.55	Open	N
Phoenix Dog Food	CHOYT				05/01/2026
101-42260-50200	Phoenix Dog Food		79.55		

J.P. MORGAN CHASE BANK NA	05/01/2026	06/23/2026	257.10	Open	N
Subs for Live Burn Lunch	CHOYT				05/01/2026
101-42260-50208	Subs for Live Burn Lunch		257.10		

J.P. MORGAN CHASE BANK NA	05/06/2026	06/23/2026	114.40	Open	N
Phoenix Denta Stix	CHOYT				05/06/2026
101-42260-50200	Phoenix Denta Stix		114.40		

J.P. MORGAN CHASE BANK NA	05/06/2026	06/23/2026	3,190.40	Open	N
Helmets Helmet Shields Facepiece	CHOYT				05/06/2026
101-42260-50217	Helmets Helmet Shields Facepiece		3,190.40		

J.P. MORGAN CHASE BANK NA	05/06/2026	06/23/2026	2,187.27	Open	N
Annual SCBA Flow-Test	CHOYT				05/06/2026
101-42260-50220	Annual SCBA Flow-Test		2,187.27		

J.P. MORGAN CHASE BANK NA Stickers Playing Cards Helmets 101-42260-50345	05/07/2026 CHOYT Stickers Playing Cards Helmets	06/23/2026	977.61	Open	N 05/07/2026
			977.61		
J.P. MORGAN CHASE BANK NA Fire Department Recognition Event 101-42260-50207	05/11/2026 CHOYT Fire Department Recognition Event	06/23/2026	3,863.23	Open	N 05/11/2026
			3,863.23		
J.P. MORGAN CHASE BANK NA Credit for Promotional Code not applied 101-42260-50345	05/12/2026 CHOYT Credit for Promotional Code not applied	06/23/2026	(77.58)	Open	N 05/12/2026
			(77.58)		
J.P. MORGAN CHASE BANK NA Recognition Cups 101-42260-50207	05/13/2026 CHOYT Recognition Cups	06/23/2026	646.55	Open	N 05/13/2026
			646.55		
J.P. MORGAN CHASE BANK NA Chief One Car Wash 101-42260-50220	05/16/2026 CHOYT Chief One Car Wash	06/23/2026	39.06	Open	N 05/16/2026
			39.06		
J.P. MORGAN CHASE BANK NA Cell Phone 101-42260-50320	05/18/2026 CHOYT Cell Phone	06/23/2026	318.56	Open	N 05/18/2026
			318.56		
J.P. MORGAN CHASE BANK NA Graphics for T-21 second payment 401-42260-50580	05/18/2026 CHOYT Graphics for T-21 second payment	06/23/2026	2,790.00	Open	N 05/18/2026
			2,790.00		
J.P. MORGAN CHASE BANK NA Graphic's For Tower-21 401-42260-50580	05/18/2026 CHOYT Graphic's For Tower-21	06/23/2026	2,790.00	Open	N 05/18/2026
			2,790.00		
J.P. MORGAN CHASE BANK NA	05/20/2026	06/23/2026	(53.66)	Open	N

Credit \$53.66 Sales Tax	CHOYT					05/20/2026
101-42260-50207	Credit \$53.66 Sales Tax			(53.66)		
J.P. MORGAN CHASE BANK NA	05/22/2026	06/23/2026		34.69	Open	N
Apple Sauce Coffee Bug Spray	CHOYT					05/22/2026
101-42260-50200	Apple Sauce Coffee Bug Spray			34.69		
J.P. MORGAN CHASE BANK NA	05/22/2026	06/23/2026		172.50	Open	N
Helmet Flashlight Holder	CHOYT					05/22/2026
101-42260-50200	Helmet Flashlight Holder			172.50		
J.P. MORGAN CHASE BANK NA	05/22/2026	06/23/2026		451.24	Open	N
Lockers	CHOYT					05/22/2026
101-42260-50200	Lockers			451.24		
J.P. MORGAN CHASE BANK NA	05/04/2026	06/23/2026		55.81	Open	N
Training Meal for 4 Officers	CHOYT					05/04/2026
101-42120-50331	Training Meal for 4 Officers			55.81		
J.P. MORGAN CHASE BANK NA	05/05/2026	06/23/2026		50.00	Open	N
NTOA 2026/2027 Membership	CHOYT					05/05/2026
101-42120-50205	NTOA 2026/2027 Membership			50.00		
J.P. MORGAN CHASE BANK NA	05/04/2026	06/23/2026		58.00	Open	N
SLUC	CHOYT					05/04/2026
101-41710-50208	SLUC			58.00		
J.P. MORGAN CHASE BANK NA	05/13/2026	06/23/2026		42.24	Open	N
Food Open House	CHOYT					05/13/2026
101-41710-50200	Food Open House			42.24		
J.P. MORGAN CHASE BANK NA	05/13/2026	06/23/2026		414.75	Open	N
Easels and foam core boards	CHOYT					05/13/2026

225-41710-50210	Easels and foam core boards			414.75		
J.P. MORGAN CHASE BANK NA		05/02/2026	06/23/2026	254.88	Open	N
Building Supplies		CHOYT				05/02/2026
101-41810-50200	Building Supplies			254.88		
J.P. MORGAN CHASE BANK NA		05/03/2026	06/23/2026	51.68	Open	N
Building Supplies		CHOYT				05/03/2026
101-41810-50200	Building Supplies			51.68		
J.P. MORGAN CHASE BANK NA		05/05/2026	06/23/2026	42.99	Open	N
Open House Supplies		CHOYT				05/05/2026
101-42120-50200	Open House Supplies			42.99		
J.P. MORGAN CHASE BANK NA		05/05/2026	06/23/2026	270.00	Open	N
Three Officer Post License Renewal		CHOYT				05/05/2026
101-42120-50205	Three Officer Post License Renewal			270.00		
J.P. MORGAN CHASE BANK NA		05/05/2026	06/23/2026	(235.00)	Open	N
Refund Juntunen Firearms Training		CHOYT				05/05/2026
101-42120-50208	Refund Juntunen Firearms Training			(235.00)		
J.P. MORGAN CHASE BANK NA		05/08/2026	06/23/2026	29.99	Open	N
Squad Supplies		CHOYT				05/08/2026
101-42120-50580	Squad Supplies			29.99		
J.P. MORGAN CHASE BANK NA		05/09/2026	06/23/2026	125.02	Open	N
Squad Supplies		CHOYT				05/09/2026
101-42120-50580	Squad Supplies			125.02		
J.P. MORGAN CHASE BANK NA		05/11/2026	06/23/2026	90.00	Open	N
One officer Post License Renewal		CHOYT				05/11/2026
101-42120-50205	One officer Post License Renewal			90.00		

J.P. MORGAN CHASE BANK NA open house supplies 101-41910-50210	open house supplies	05/13/2026 CHOYT	06/23/2026	35.98	Open	N 05/13/2026
				35.98		
J.P. MORGAN CHASE BANK NA Firearms Training Equipment 101-42120-50580	Firearms Training Equipment	05/14/2026 CHOYT	06/23/2026	410.03	Open	N 05/14/2026
				410.03		
J.P. MORGAN CHASE BANK NA One officer Post License Renewal 101-42120-50205	One officer Post License Renewal	05/14/2026 CHOYT	06/23/2026	90.00	Open	N 05/14/2026
				90.00		
J.P. MORGAN CHASE BANK NA Refund Supplies 101-42120-50200	Refund Supplies	05/18/2026 CHOYT	06/23/2026	(29.99)	Open	N 05/18/2026
				(29.99)		
J.P. MORGAN CHASE BANK NA Squad Equipment - PBT 101-42120-50580	Squad Equipment - PBT	05/20/2026 CHOYT	06/23/2026	361.19	Open	N 05/20/2026
				361.19		
J.P. MORGAN CHASE BANK NA Investigation Data Software Subscription 101-42120-50308	Investigation Data Software Subscription	05/21/2026 CHOYT	06/23/2026	200.00	Open	N 05/21/2026
				200.00		
J.P. MORGAN CHASE BANK NA Squad Equipment - Supplies 101-42120-50580	Squad Equipment - Supplies	05/22/2026 CHOYT	06/23/2026	163.78	Open	N 05/22/2026
				163.78		
J.P. MORGAN CHASE BANK NA Crime Prevention Supplies 101-42120-50395	Crime Prevention Supplies	05/23/2026 CHOYT	06/23/2026	79.79	Open	N 05/23/2026
				79.79		

J.P. MORGAN CHASE BANK NA	05/24/2026	06/23/2026	63.96	Open	N
Use of Force/Firearms Equipment	CHOYT				05/24/2026
101-42120-50580 Use of Force/Firearms Equipment			63.96		

J.P. MORGAN CHASE BANK NA	05/26/2026	06/23/2026	184.69	Open	N
Use of Force/Firearms Equipment	CHOYT				05/26/2026
101-42120-50580 Use of Force/Firearms Equipment			184.69		

J.P. MORGAN CHASE BANK NA	04/30/2026	06/23/2026	1,784.10	Open	N
Department Uniform T-Shirts	CHOYT				04/30/2026
101-42260-50217 Department Uniform T-Shirts			1,784.10		

J.P. MORGAN CHASE BANK NA	04/30/2026	06/23/2026	236.90	Open	N
Lenses for Mark Lucht Spectacle Kit	CHOYT				04/30/2026
101-42260-50217 Lenses for Mark Lucht Spectacle Kit			236.90		

J.P. MORGAN CHASE BANK NA	05/12/2026	06/23/2026	150.00	Open	N
Astrup Uniform	CHOYT				05/12/2026
101-42260-50217 Astrup Uniform			150.00		

J.P. MORGAN CHASE BANK NA	05/16/2026	06/23/2026	86.70	Open	N
Food for Osseo Stand-By Crew	CHOYT				05/16/2026
101-42260-50207 Food for Osseo Stand-By Crew			86.70		

J.P. MORGAN CHASE BANK NA	05/19/2026	06/23/2026	235.00	Open	N
Tank Seal for Grass Skid in U-22	CHOYT				05/19/2026
101-42260-50220 Tank Seal for Grass Skid in U-22			235.00		

J.P. MORGAN CHASE BANK NA	05/20/2026	06/23/2026	71.10	Open	N
Relay to Repair E-12 Windows	CHOYT				05/20/2026
101-42260-50220 Relay to Repair E-12 Windows			71.10		

J.P. MORGAN CHASE BANK NA	05/27/2026	06/23/2026	324.00	Open	N

Name Plates and PAR Tags New Hires	CHOYT					05/27/2026
101-42260-50200	Name Plates and PAR Tags New Hires			324.00		
J.P. MORGAN CHASE BANK NA	05/28/2026	06/23/2026		108.00	Open	N
Helmet Stickers New Staff	CHOYT					05/28/2026
101-42260-50217	Helmet Stickers New Staff			108.00		
J.P. MORGAN CHASE BANK NA	05/07/2026	06/23/2026		58.07	Open	N
Bouquet making supplies	CHOYT					05/07/2026
101-41910-50210	Bouquet making supplies			58.07		
J.P. MORGAN CHASE BANK NA	05/07/2026	06/23/2026		35.43	Open	N
Bouquet making supplies	CHOYT					05/07/2026
101-41910-50210	Bouquet making supplies			35.43		
J.P. MORGAN CHASE BANK NA	05/07/2026	06/23/2026		256.90	Open	N
Bouquet making supplies	CHOYT					05/07/2026
101-41910-50210	Bouquet making supplies			256.90		
J.P. MORGAN CHASE BANK NA	05/07/2026	06/23/2026		110.99	Open	N
Bouquet making supplies	CHOYT					05/07/2026
101-41910-50210	Bouquet making supplies			110.99		
J.P. MORGAN CHASE BANK NA	05/07/2026	06/23/2026		64.98	Open	N
Bouquet Making supplies	CHOYT					05/07/2026
101-41910-50210	Bouquet Making supplies			64.98		
J.P. MORGAN CHASE BANK NA	05/09/2026	06/23/2026		78.37	Open	N
Bouquet making supplies	CHOYT					05/09/2026
101-41910-50210	Bouquet making supplies			78.37		
J.P. MORGAN CHASE BANK NA	05/11/2026	06/23/2026		199.99	Open	N
BOUNCE HOUSE FOR OPEN HOUSE	CHOYT					05/11/2026

101-41910-50210	BOUNCE HOUSE FOR OPEN HOUSE			199.99		
J.P. MORGAN CHASE BANK NA		05/12/2026	06/23/2026	739.98	Open	N
OPEN HOUSE FOOD AND BEVERAGES	CHOYT					05/12/2026
101-41910-50210	OPEN HOUSE FOOD AND BEVERAGES			739.98		
J.P. MORGAN CHASE BANK NA		05/12/2026	06/23/2026	2,030.00	Open	N
NINJA ANYWHERE COURSE FOR FAMILY NIGHT	CHOYT					05/12/2026
101-41910-50210	NINJA ANYWHERE COURSE FOR FAMILY NIGHT			2,030.00		
J.P. MORGAN CHASE BANK NA		05/05/2026	06/23/2026	1,748.65	Open	N
ELK RIVER -MAR 2026	CHOYT					05/05/2026
101-41810-50381	ELK RIVER -MAR 2026			1,748.65		
J.P. MORGAN CHASE BANK NA		05/20/2026	06/23/2026	437.79	Open	N
REPUBLIC-13700 ZANZIBAR APR-MAY 2026	CHOYT					05/20/2026
101-43100-50384	REPUBLIC-13700 ZANZIBAR APR-MAY 2026			437.79		
J.P. MORGAN CHASE BANK NA		05/20/2026	06/23/2026	437.78	Open	N
REPUBLIC-13700 ZANZIBAR APR-MAY 2026	CHOYT					05/20/2026
101-42120-50384	REPUBLIC-13700 ZANZIBAR APR-MAY 2026			437.78		
J.P. MORGAN CHASE BANK NA		05/20/2026	06/23/2026	272.22	Open	N
REPUBLIC	CHOYT					05/20/2026
101-43100-50384	REPUBLIC			272.22		
J.P. MORGAN CHASE BANK NA		05/20/2026	06/23/2026	443.90	Open	N
REPUBLIC	CHOYT					05/20/2026
101-41810-50384	REPUBLIC			443.90		
J.P. MORGAN CHASE BANK NA		05/20/2026	06/23/2026	181.72	Open	N
REPUBLIC	CHOYT					05/20/2026
101-41910-50384	REPUBLIC			181.72		

J.P. MORGAN CHASE BANK NA CULLIGAN-12260 APR-MAY 2026 101-41810-50220	05/20/2026 CHOYT CULLIGAN-12260 APR-MAY 2026	06/23/2026	131.40	Open	N 05/20/2026
			131.40		
J.P. MORGAN CHASE BANK NA CULLIGAN 13700 ZANZIBAR 101-41810-50220	05/20/2026 CHOYT CULLIGAN 13700 ZANZIBAR	06/23/2026	118.00	Open	N 05/20/2026
			118.00		
J.P. MORGAN CHASE BANK NA CULLIGAN-16471 S DIAMOND 101-41810-50220	05/20/2026 CHOYT CULLIGAN-16471 S DIAMOND	06/23/2026	42.00	Open	N 05/20/2026
			42.00		
J.P. MORGAN CHASE BANK NA CULLIGAN-18461 DAYTON MAY 206 101-41810-50220	05/20/2026 CHOYT CULLIGAN-18461 DAYTON MAY 206	06/23/2026	49.00	Open	N 05/20/2026
			49.00		
J.P. MORGAN CHASE BANK NA HYPER-REACH EMERGENCY NOTIFICATION 101-42130-50308	05/21/2026 CHOYT HYPER-REACH EMERGENCY NOTIFICATION	06/23/2026	5,450.00	Open	N 05/21/2026
			5,450.00		
JOHN CROTEAU DAC RENTAL DEPOSIT REFUND: EVENT 6/6 101-00000-21716	06/08/2026 CHOYT DAC RENTAL DEPOSIT REFUND: EVENT 6/6	06/23/2026	300.00	Open	N 06/08/2026
			300.00		
KAMAL DADRAS & SAMIRA AHMADI BD Payment Refund 101-00000-20200	06/16/2026 CHOYT Application - Single Family	06/23/2026	300.00	Open	N 06/16/2026
			300.00		
KWIK TRIP INC PD; 514204/ CARWASH /FD FUEL MAY 2026 101-42120-50220	06/09/2026 CHOYT PD; 514204/ CARWASH MAY 2026	06/23/2026	86.84	Paid	Y 05/31/2026
101-42260-50212	FD; FUEL		69.29		
			17.55		

LANDFORM PROFESSIONAL SVCS, LLC	06/15/2026	06/23/2026	10,574.50	Open	N
PLANNING FEES; MAY 2026	CHOYT				05/31/2026
101-41710-50300	PLANNING; CITY BUSINESS		7,561.25		
411-43100-50303-6203	PLANNING FEES; PROJ 6203		2,315.50		
101-41710-50300	PLANNING FEES; GARAGE SIZES		697.75		
LEAGUE OF MN CITIES-INSURANCE	06/09/2026	06/23/2026	3,140.42	Open	N
WORKERS COMP AGREEMENT #1001311 1/1/202	CHOYT				06/09/2026
101-43100-50361	INV #26320 CLAIM #00530025		1,570.21		
101-45200-50361	INV #26348 CLAIM #00531036		1,570.21		
LEAGUE OF MN CITIES-INSURANCE	06/09/2026	06/23/2026	70,129.00	Open	N
2ND HALF 2026 WORK COMP PREMIUMS	CHOYT				06/09/2026
101-41110-50361	GENERAL & WKR COMP INS		27.80		
101-41310-50361	GENERAL & WKR COMP INS		368.75		
101-41420-50361	GENERAL & WKR COMP INS		737.50		
101-41500-50361	GENERAL & WKR COMP INS		368.75		
101-41710-50361	GENERAL & WKR COMP INS		4,474.64		
101-41910-50361	GENERAL & WKR COMP INS		185.66		
101-42120-50361	GENERAL & WKR COMP INS		40,221.73		
101-42130-50361	GENERAL & WKR COMP INS		50.00		
101-42260-50361	GENERAL & WKR COMP INS		10,497.79		
101-43100-50361	GENERAL & WKR COMP INS		6,014.13		
101-45200-50361	GENERAL & WKR COMP INS		5,198.65		
601-49400-50361	GENERAL & WKR COMP INS		991.80		
602-49400-50361	GENERAL & WKR COMP INS		991.80		
LENNAR	06/09/2026	06/23/2026	3,000.00	Open	N
14526 111TH AVE N LANDSCAPE ESCROW RELEA	CHOYT				06/09/2026
420-00000-22100	14526 111TH AVE N LANDSCAPE ESCROW RELEA		3,000.00		
LENNAR	06/09/2026	06/23/2026	3,000.00	Open	N

14525 111TH AVE N LANDSCAPE ESCROW RELEA	CHOYT					06/09/2026
420-00000-22100	14525 111TH AVE N LANDSCAPE ESCROW RELEA			3,000.00		
LENNAR		06/09/2026	06/23/2026	3,000.00	Open	N
14515 111TH AVE N LANDSCAPE ESCROW RELEA	CHOYT					06/09/2026
420-00000-22100	14515 111TH AVE N LANDSCAPE ESCROW RELEA			3,000.00		
LENNAR		06/09/2026	06/23/2026	3,000.00	Open	N
14516 111TH AVE N LANDSCAPE ESCROW RELEA	CHOYT					06/09/2026
420-00000-22100	14516 111TH AVE N LANDSCAPE ESCROW RELEA			3,000.00		
LENNAR		06/09/2026	06/23/2026	3,000.00	Open	N
14505 111TH AVE N LANDSCAPE ESCROW RELEA	CHOYT					06/09/2026
420-00000-22100	14505 111TH AVE N LANDSCAPE ESCROW RELEA			3,000.00		
LENNAR		06/09/2026	06/23/2026	3,000.00	Open	N
14506 111TH AVE N LANDSCAPE ESCROW RELEA	CHOYT					06/09/2026
420-00000-22100	14506 111TH AVE N LANDSCAPE ESCROW RELEA			3,000.00		
LENNAR		06/09/2026	06/23/2026	3,000.00	Open	N
14545 111TH AVE N LANDSCAPE ESCROW RELEA	CHOYT					06/09/2026
420-00000-22100	14545 111TH AVE N LANDSCAPE ESCROW RELEA			3,000.00		
LENNAR		06/09/2026	06/23/2026	3,000.00	Open	N
14555 111TH AVE N LANDSCAPE ESCROW RELEA	CHOYT					06/09/2026
420-00000-22100	14555 111TH AVE N LANDSCAPE ESCROW RELEA			3,000.00		
LENNAR		06/09/2026	06/23/2026	3,000.00	Open	N
14535 111TH AVE N LANDSCAPE ESCROW RELEA	CHOYT					06/09/2026
420-00000-22100	14535 111TH AVE N LANDSCAPE ESCROW RELEA			3,000.00		
LENNAR		06/09/2026	06/23/2026	3,000.00	Open	N
14536 111TH AVE N LANDSCAPE ESCROW RELEA	CHOYT					06/09/2026

420-00000-22100	14536 111TH AVE N LANDSCAPE ESCROW RELEA			3,000.00		
LENNAR		06/09/2026	06/23/2026	3,000.00	Open	N
14546 111TH AVE N LANDSCAPE ESCROW RELEA	CHOYT					06/09/2026
420-00000-22100	14546 111TH AVE N LANDSCAPE ESCROW RELEA			3,000.00		
LENNAR		06/10/2026	06/23/2026	3,000.00	Open	N
15650 112TH AVE N LANDSCAPE ESCROW RELEA	CHOYT					06/10/2026
420-00000-22100	15650 112TH AVE N LANDSCAPE ESCROW RELEA			3,000.00		
LYNDE & MCLEOD INC		06/08/2026	06/23/2026	442.36	Open	N
YARD WASTE SITE RENTAL	CHOYT					06/02/2026
101-41650-50387	YARD WASTE SITE RENTAL			442.36		
LYNDE & MCLEOD INC		06/09/2026	06/23/2026	6,372.88	Open	N
YARD WASTE SITE ACTIVITY; MAY 2026	CHOYT					06/02/2026
101-41650-50387	YARD WASTE BRUSH			5,728.80		
101-41650-50387	YARD WASTE GRASS & LEAVES			1,047.80		
101-41650-50387	YARD WASTE COMPOST REBATE			(403.72)		
M/I HOMES OF MPLS		06/10/2026	06/23/2026	3,000.00	Open	N
15354 112TH AVE N LANDSCAPE ESCROW RELEA	CHOYT					06/10/2026
420-00000-22100	15354 112TH AVE N LANDSCAPE ESCROW RELEA			3,000.00		
M/I HOMES OF MPLS		06/10/2026	06/23/2026	3,000.00	Open	N
15355 112TH AVE N LANDSCAPE ESCROW RELEA	CHOYT					06/10/2026
420-00000-22100	15355 112TH AVE N LANDSCAPE ESCROW RELEA			3,000.00		
M/I HOMES OF MPLS		06/10/2026	06/23/2026	3,000.00	Open	N
15474 112TH AVE N LANDSCAPE ESCROW RELEA	CHOYT					06/10/2026
420-00000-22100	15474 112TH AVE N LANDSCAPE ESCROW RELEA			3,000.00		
M/I HOMES OF MPLS		06/10/2026	06/23/2026	3,000.00	Open	N

15464 112TH AVE N LANDSCAPE ESCROW RELEA	CHOYT					06/10/2026
420-00000-22100	15464 112TH AVE N LANDSCAPE ESCROW RELEA			3,000.00		
M/I HOMES OF MPLS		06/10/2026	06/23/2026	3,000.00	Open	N
15465 112TH AVE N LANDSCAPE ESCROW RELEA	CHOYT					06/10/2026
420-00000-22100	15465 112TH AVE N LANDSCAPE ESCROW RELEA			3,000.00		
M/I HOMES OF MPLS		06/10/2026	06/23/2026	3,000.00	Open	N
15475 112TH AVE N LANDSCAPE ESCROW RELEA	CHOYT					06/10/2026
420-00000-22100	15475 112TH AVE N LANDSCAPE ESCROW RELEA			3,000.00		
M/I HOMES OF MPLS		06/10/2026	06/23/2026	3,000.00	Open	N
15484 112TH AVE N LANDSCAPE ESCROW RELEA	CHOYT					06/10/2026
420-00000-22100	15484 112TH AVE N LANDSCAPE ESCROW RELEA			3,000.00		
M/I HOMES OF MPLS		06/10/2026	06/23/2026	3,000.00	Open	N
15485 112TH AVE N LANDSCAPE ESCROW RELEA	CHOYT					06/10/2026
420-00000-22100	15485 112TH AVE N LANDSCAPE ESCROW RELEA			3,000.00		
M/I HOMES OF MPLS		06/10/2026	06/23/2026	3,000.00	Open	N
15494 112TH AVE N LANDSCAPE ESCROW RELEA	CHOYT					06/10/2026
420-00000-22100	15494 112TH AVE N LANDSCAPE ESCROW RELEA			3,000.00		
M/I HOMES OF MPLS		06/10/2026	06/23/2026	3,000.00	Open	N
15495 112TH AVE N LANDSCAPE ESCROW RELEA	CHOYT					06/10/2026
420-00000-22100	15495 112TH AVE N LANDSCAPE ESCROW RELEA			3,000.00		
M/I HOMES OF MPLS		06/10/2026	06/23/2026	3,000.00	Open	N
15504 112TH AVE N LANDSCAPE ESCROW RELEA	CHOYT					06/10/2026
420-00000-22100	15504 112TH AVE N LANDSCAPE ESCROW RELEA			3,000.00		
M/I HOMES OF MPLS		06/10/2026	06/23/2026	3,000.00	Open	N
15505 112TH AVE N LANDSCAPE ESCROW RELEA	CHOYT					06/10/2026

420-00000-22100	15505 112TH AVE N LANDSCAPE ESCROW RELEA			3,000.00		
M/I HOMES OF MPLS		06/10/2026	06/23/2026	3,000.00	Open	N
15514 112TH AVE N LANDSCAPE ESCROW RELEA	CHOYT					06/10/2026
420-00000-22100	15514 112TH AVE N LANDSCAPE ESCROW RELEA			3,000.00		
M/I HOMES OF MPLS		06/10/2026	06/23/2026	3,000.00	Open	N
15515 112TH AVE N LANDSCAPE ESCROW RELEA	CHOYT					06/10/2026
420-00000-22100	15515 112TH AVE N LANDSCAPE ESCROW RELEA			3,000.00		
M/I HOMES OF MPLS		06/10/2026	06/23/2026	3,000.00	Open	N
15524 112TH AVE N LANDSCAPE ESCROW RELEA	CHOYT					06/10/2026
420-00000-22100	15524 112TH AVE N LANDSCAPE ESCROW RELEA			3,000.00		
M/I HOMES OF MPLS		06/10/2026	06/23/2026	3,000.00	Open	N
15525 112TH AVE N LANDSCAPE ESCROW RELEA	CHOYT					06/10/2026
420-00000-22100	15525 112TH AVE N LANDSCAPE ESCROW RELEA			3,000.00		
M/I HOMES OF MPLS		06/10/2026	06/23/2026	3,000.00	Open	N
15534 112TH AVE N LANDSCAPE ESCROW RELEA	CHOYT					06/10/2026
420-00000-22100	15534 112TH AVE N LANDSCAPE ESCROW RELEA			3,000.00		
M/I HOMES OF MPLS		06/10/2026	06/23/2026	3,000.00	Open	N
15544 112TH AVE N LANDSCAPE ESCROW RELEA	CHOYT					06/10/2026
420-00000-22100	15544 112TH AVE N LANDSCAPE ESCROW RELEA			3,000.00		
M/I HOMES OF MPLS		06/10/2026	06/23/2026	3,000.00	Open	N
15554 112TH AVE N LANDSCAPE ESCROW RELEA	CHOYT					06/10/2026
420-00000-22100	15554 112TH AVE N LANDSCAPE ESCROW RELEA			3,000.00		
METROPOLITAN COUNCIL		06/09/2026	06/23/2026	59,228.54	Open	N
204.87 MILLION GALLONS WASTE WATER SERVIC	CHOYT					06/04/2026
602-49400-50313	WASTE WATER SERVICE; JUL 2026			59,228.54		

METROPOLITAN COUNCIL	06/09/2026	06/23/2026	59,228.54	Paid	Y
204.87 MILLION GAL. WASTE WATER SERVICE; JU CHOYT					06/03/2026
602-49400-50313	204.87 MILLION GAL. WASTE WATER SERVICE		59,228.54		

MINUTEMAN PRESS	06/11/2026	06/23/2026	6,286.37	Open	N
COMMUNICATOR; SUMMER 2026	CHOYT				06/10/2026
226-41900-50350	COMMUNICATOR; SUMMER 2026		6,286.37		

MN DEPT OF LABOR & INDUSTRY	06/10/2026	06/23/2026	12,556.35	Paid	Y
BLDG PERMIT SURCHARGE MAR 2026	CHOYT				05/31/2026
101-00000-22020	BLDG PERMIT SURCHARGE		13,079.53		
101-40500-34108	ADMIN CHARGES-RETENTION		(523.18)		

MN DEPT OF REVENUE	05/13/2026	05/13/2026	58.00	Paid	Y
APR S/U TAX	DBRUNETTE				05/13/2026
101-00000-20300	APR S/U TAX		58.00		

MN DEPT OF REVENUE	06/17/2026	06/17/2026	3,000.00	Paid	Y
MAY 2026 S/U TAX	DBRUNETTE				06/17/2026
101-00000-20300	MAY 2026 S/U TAX		162.00		
601-00000-20300	MAY 2026 S/U TAX		2,838.00		

POMPS TIRE SERVICE, INC	06/15/2026	06/23/2026	742.92	Open	N
PD; REPAIRS SQUAD 2409	CHOYT				06/12/2026
101-42120-50220	PD; REPAIRS		742.92		

POMPS TIRE SERVICE, INC	06/15/2026	06/23/2026	742.92	Open	N
PD; REPAIRS SQUAD 2513	CHOYT				06/12/2026
101-42120-50220	PD; REPAIRS		742.92		

POSITIVE PROMOTIONS, INC	06/09/2026	06/23/2026	48.04	Open	N
CRIME PREVENTION SUPPLIES	CHOYT				05/18/2026

101-42120-50395	CRIME PREVENTION SUPPLIES			48.04		
REPUBLIC SERVICES, INC.		06/09/2026	06/23/2026	20,986.70	Paid	Y
CITY RECYCLING- MAY 2026	CHOYT					05/31/2026
101-41650-50386	CITY RECYCLING- MAY 2026			20,986.70		
SOUTH LAKE MINNETONKA POLICE DEPT		06/09/2026	06/23/2026	359.38	Open	N
PD; 1/14 COST GTEL 1019 & 1/14 COST GTEL 1784	CHOYT					05/31/2026
401-42120-50580	PD; 1/14 COST GTEL 1019			137.50		
401-42120-50580	PD; 1/14 COST GTEL 1784			221.88		
SOUTH LAKE MINNETONKA POLICE DEPT		06/09/2026	06/23/2026	13.40	Open	N
PD; 1/14 COST #16078	CHOYT					05/31/2026
401-42120-50580	PD; 1/14 COST #16078			13.40		
SOUTH LAKE MINNETONKA POLICE DEPT		06/09/2026	06/23/2026	521.88	Open	N
PD; 1/14 COST OF GTEL #1779	CHOYT					05/31/2026
401-42120-50580	PD; 1/14 COST OF GTEL #1779			521.88		
SOUTH LAKE MINNETONKA POLICE DEPT		06/09/2026	06/23/2026	935.26	Open	N
PD; 1/14 OF MULTIPLE INVOICES	CHOYT					05/28/2026
401-42120-50580	PD; 1/14 OF MULTIPLE INVOICES			935.26		
SOUTH LAKE MINNETONKA POLICE DEPT		06/09/2026	06/23/2026	453.02	Open	N
PD; 1/14 OF BRAND NETWORKING INV 18044	CHOYT					05/31/2026
401-42120-50580	PD; 1/14 OF BRAND NETWORKING INV 18044			453.02		
STANTEC CONSULTING SERVICES INC.		06/15/2026	06/23/2026	148,926.87	Open	N
ENGINEERING SVC; APR 2026	CHOYT					04/30/2026
101-41630-50303	GEN. ENGINEERING RETAINER;			4,800.00		
101-41630-50303	GEN. ENGINEERING;			4,673.60		
101-41660-50308	BUILDING PERMIT ACTIVITIES;			4,415.60		
601-49400-50303	WATER SUPPLY & DISTRIBUTION;			1,932.00		

602-49400-50303	SANITARY SEWER SYSTEM;	2,313.00
415-41900-50300	STORMWATER;	1,211.60
414-41900-50303	TRANSPORTATION;	7,870.98
408-45300-50303	TRAILS;	483.40
601-49400-50303	GIS/MAPPING;	453.70
602-49400-50303	GIS/MAPPING;	453.70
411-43100-50303-6065	BRAYBURN TRAILS;	142.22
411-43100-50303-6098	SUNDANCE GREENS;	673.47
411-43100-50303-6120	SUNDANCE GREENS-LENNAR;	3,165.67
411-43100-50303-6131	MTL COMPANIES;	719.75
411-43100-50303-6143	RIVERWALK;	2,798.77
411-43100-50303-6149	KWIK TRIP-MAPLE CT	142.22
411-43100-50303-6147	BRAYBURN TRLS /LEE PROPERTY;	701.92
411-43100-50303-6167	CAPITAL PARTNERS;	795.00
411-43100-50303-6164	GRACO 2ND;	591.75
411-43100-50303-6180	PKWY NEIGHBORHOOD;	284.75
411-43100-50303-6165	OPUS;	180.00
414-41900-50303	DAYTON 2025 MILL & OVERLAY	39.40
411-43100-50303-6198	TERRITORIAL GROVE;	1,801.82
411-43100-50303-6203	DCM FARMS;	11,645.15
411-43100-50303-6204	SCANY PROPERTY (NORTH);	4,079.25
405-41900-50303	PARKS;	106.40
414-41900-50303	DAYTON PKWY TRAFFIC SIGNALS;	9,674.65
411-43100-50303-6182	BERNENS	11,920.00
411-43100-50303-6223	GRACO HEADQUARTERS	3,769.23
411-43100-50303-6224	SUITE LIVING	6,667.50
411-43100-50303-6227	ADESA/CARVANA	1,132.00
411-43100-50303-6219	THICKET HILLS VINEYARD	477.00
411-43100-50303-6228	STENSILE-DAVID WEEKLY	343.50
411-43100-50303-6229	DUBAY LAKE-DEHN	200.00
411-43100-50303-6230	OPPIDAN	490.00
411-43100-50303-6231	DAYTON ASSISTED LIVING	5,798.75
601-49400-50300	COMMUNITY FUNDING GRANT ASST. & HUD	392.60

602-49400-50303	DAYTON-113TH AVE TRUNK SEWER EXTENSION			8,960.95		
601-49400-50303	HISTORIC VILLAGE UTILITY PLAN			106.00		
602-49400-50303	HISTORIC VILLAGE UTILITY PLAN			106.00		
414-41900-50303-2007	FERNBROOK CORRIDOR STUDY			6,046.80		
601-00000-16500	NORTHWEST WATER TOWER			4,409.80		
414-41900-50303	2026 MILL & OVERLAY IMPROVEMENTS			5,754.67		
415-41900-50300	CULVERT IMPROVEMENTS			738.80		
414-41900-50303	SW DAYTON ROADWAY EXTENSION			15,727.80		
225-41710-50300	SIGN EASEMENT-DAYTON RIVER RD/BALSAM			1,859.70		
408-45300-50303	DAYTON 2026 TRAIL IMPROVEMENTS			745.80		
601-00000-16500	DAYTON WELLHOUSE #5			855.80		
415-41900-50300	BP-U1 FEASITILITY STUDY			2,136.60		
415-41900-50300	BMP-U4 IMPLEMENTATION SVC.			251.40		
415-41900-50300	GRASS LAKE ASSESSMENT			1,979.80		
415-41900-50300	2026 DIAOND LK INTERNAL PHOSPHORUS LOAD			1,906.60		
<hr/>						
STREICHERS, INC		06/08/2026	06/23/2026	44.99	Open	N
PD; UNIFORM ALLOWANCE-BURNS		CHOYT				06/03/2026
101-42120-50217	PD; UNIFORM-BURNS			44.99		
<hr/>						
STREICHERS, INC		06/08/2026	06/23/2026	254.98	Open	N
PD; UNIFORM ALLOWANCE-BURNS		CHOYT				06/03/2026
101-42120-50217	PD; UNIFORM-BURNS			254.98		
<hr/>						
STREICHERS, INC		06/11/2026	06/23/2026	564.97	Open	N
OTHER EQUIPMENT-GENERAL		CHOYT				06/10/2026
101-42120-50580	OTHER EQUIPMENT-GENERAL			564.97		
<hr/>						
THOMAS ALLEN HOMES LLC		06/09/2026	06/23/2026	3,000.00	Open	N
15541 111TH AVE N LANDSCAPE ESCROW RELEA		CHOYT				06/09/2026
420-00000-22100	15541 111TH AVE N LANDSCAPE ESCROW RELEA			3,000.00		
<hr/>						
THOMAS ALLEN HOMES LLC		06/09/2026	06/23/2026	3,000.00	Open	N

15551 111TH AVE N LANDSCAPE ESCROW RELEA	CHOYT					06/09/2026
420-00000-22100	15551 111TH AVE N LANDSCAPE ESCROW RELEA			3,000.00		
TNC INDUSTRIES, INC.		06/15/2026	06/23/2026	7,972.00	Open	N
OTHER EQUIPMENT; PLYOVENT VEH. EXHAUST	CHOYT					06/12/2026
401-42260-50580	OTHER EQUIPMENT; PLYOVENT VEH. EXHAUST			7,972.00		
WATER LABORATORIES, INC		06/08/2026	06/23/2026	1,011.20	Open	N
WATER TESTING; MAY 2026	CHOYT					05/31/2026
601-49400-50300	WATER TESTING; MAY 2026			1,011.20		
WENDY HERAS		06/17/2026	06/23/2026	300.00	Open	N
CITY FACILITY RENTAL DEPOSIT REFUND EVENT 6	CHOYT					06/14/2026
101-00000-21716	CITY FACILITY RENTAL DEPOSIT REFUND			300.00		
XCEL ENERGY		06/09/2026	06/23/2026	40.51	Paid	Y
51-0014158934-9; 11501 DAYTON/S.L MAY 2026	CHOYT					05/31/2026
101-43100-50230	51-0014158934-9; 11501 DAYTON/S.L			40.51		
XCEL ENERGY		06/09/2026	06/23/2026	28.35	Paid	Y
51-0013433412-1; HWY 94 LGT MAY 2026	CHOYT					05/31/2026
101-43100-50230	51-0013433412-1; HWY 94 LGT			28.35		
XCEL ENERGY		06/09/2026	06/23/2026	99.91	Paid	Y
51-0013433364-2; 18404 DAYTON ST LGT MAY 2026	CHOYT					05/31/2026
101-43100-50230	51-0013433364-2; 18404 DAYTON ST LGT			99.91		
XCEL ENERGY		06/09/2026	06/23/2026	47.65	Paid	Y
51-0013433188-8; 18432 UNIT SIGNAL MAY 2026	CHOYT					05/31/2026
101-43100-50230	51-0013433188-8; 18432 UNIT SIGNAL			47.65		
XCEL ENERGY		06/09/2026	06/23/2026	31.73	Paid	Y
51-5420841-2 ST LGT MAY 2026	CHOYT					05/31/2026

101-43100-50230	51-5420841-2 ST LGT			31.73		
XCEL ENERGY		06/09/2026	06/23/2026	1,241.20	Paid	Y
51-6111142-2;16471 S. DIAMOND/S.L. MAY 2026	CHOYT					05/31/2026
101-43100-50230	51-6111142-2;16471 S. DIAMOND/S.L.			1,241.20		
XCEL ENERGY		06/09/2026	06/23/2026	79.77	Paid	Y
51-0013433327-7;18396 DAYTON/SIGNAL MAY 2	CHOYT					05/31/2026
101-43100-50230	51-0013433327-7;18396 DAYTON/SIGNAL			79.77		
XCEL ENERGY		06/09/2026	06/23/2026	65.16	Paid	Y
51-0015605920-3 -DAYTON PKWY	CHOYT					05/31/2026
101-43100-50230	51-0015605920-3 -DAYTON PKWY			65.16		
XCEL ENERGY		06/11/2026	06/23/2026	35.19	Open	N
51-0014502550-6 11781 1/2 W FRENCH MAY 202	CHOYT					05/31/2026
101-43100-50230	51-0014502550-6 11781 1/2 W FRENCH			35.19		
XCEL ENERGY		06/11/2026	06/23/2026	22.56	Open	N
51-6970693-8;17320 DAYTON SHED MAY 2026	CHOYT					05/31/2026
101-41810-50381	51-6970693-8;17320 DAYTON SHED			22.56		
XCEL ENERGY		06/11/2026	06/23/2026	32.31	Open	N
51-0013985527-8; CHESHIRE LGT MAY 2026	CHOYT					05/31/2026
101-43100-50230	51-0013985527-8; CHESHIRE LGT			32.31		
XCEL ENERGY		06/11/2026	06/23/2026	36.42	Open	N
51-0015591826-7; 14642 146TH/IRR MAY 2026	CHOYT					05/31/2026
601-49400-50381	51-0015591826-7; 14642 146TH/IRR			36.42		
XCEL ENERGY		06/11/2026	06/23/2026	36.35	Open	N
51-0013923150-3;HOLLY LN MAY 2026	CHOYT					05/31/2026
101-43100-50230	51-0013923150-3;HOLLY LN			36.35		

XCEL ENERGY	06/11/2026	06/23/2026	0.16	Open	N
51-0014712973-2; 18160 SIREN MAY 2026	CHOYT				05/31/2026
101-41810-50381	51-0014712973-2; 18160 SIREN		0.16		

XCEL ENERGY	06/11/2026	06/23/2026	25.89	Open	N
51-0014444656-9;14748.5 CHESHIRE CT S.L.	CHOYT				05/31/2026
101-43100-50230	51-0014444656-9;14748 CHESHIRE CT S.L.		25.89		

XCEL ENERGY	06/11/2026	06/23/2026	23.76	Open	N
51-0014423188-8;14678 146TH AVE ST LGT MAY	CHOYT				05/31/2026
101-43100-50230	51-0014423188-8;14678 146TH AVE ST LGT		23.76		

XCEL ENERGY	06/11/2026	06/23/2026	48.90	Open	N
51-0014473382-9 12000.5 W FRENCH LK RD MA	CHOYT				05/31/2026
101-43100-50230	51-0014473382-9 12000.5 W FRENCH LK RD		48.90		

XCEL ENERGY	06/11/2026	06/23/2026	4,543.07	Open	N
51-0011857801-8;PD/PW BLDG MAY 2026	CHOYT				05/31/2026
101-41810-50381	51-0011857801-8;PD/PW BLDG		4,543.07		

XCEL ENERGY	06/11/2026	06/23/2026	32.22	Open	N
51-0014297205-1;14641 U.PASS W/RH PKWY MA	CHOYT				05/31/2026
101-43100-50230	51-0014297205-1;14641 U.PASS W/RH PKWY		32.22		

XCEL ENERGY	06/11/2026	06/23/2026	52.98	Open	N
51-0013433451-8;BROCKTON LGT MAY 2026	CHOYT				05/31/2026
101-43100-50230	51-0013433451-8;BROCKTON LGT		52.98		

XCEL ENERGY	06/11/2026	06/23/2026	4,037.81	Open	N
51-0013565432-4; 14695 RIVER/WELLHOUSE MA	CHOYT				05/31/2026
601-49400-50381	51-0013565432-4; 14695 RIVER/WELLHOUSE		4,037.81		

XCEL ENERGY	06/11/2026	06/23/2026	31.37	Open	N
51-0013211437-0;SDL TRAIL LIFT MAY 2026	CHOYT				05/31/2026
601-49400-50381	51-0013211437-0;SDL TRAIL LIFT		31.37		

# of Invoices:	239 # Due: 219	Totals:	811,221.47		
# of Credit Memos:	5 # Due: 5	Totals:	(473.95)		
Net of Invoices and Credit Memos:			810,747.52		

* 3 Net Invoices have Credits Totalling: (4,317.12)

 --- TOTALS BY PAYMENT CARD ACCOUNT ---

0843	406.09
0983	476.78
1860	908.19
2363	1,642.89
3028	9,312.46
3240	3,574.71
3356	2,302.86
3926	17,780.92
4473	310.00
4971	514.99
4983	754.81
5639	2,188.99
8767	105.81
9053	2,995.80

--- TOTALS BY FUND ---

101 - GENERAL FUND	213,564.02
225 - EDA	2,644.45
226 - CABLE	6,286.37
401 - CAPITAL EQUIPMENT	27,313.84
405 - PARK DEDICATION	106.40

408 - PARK TRAIL DEVELOPMENT	1,229.20
411 - DEVELOPER ESCROWS	60,835.22
414 - PAVEMENT MANAGEMENT AND IMPROVEMENTS	45,114.30
415 - STORMWATER	72,639.08
420 - LANDSCAPE ESCROWS	117,000.00
601 - WATER FUND	132,449.96
602 - SEWER FUND	131,564.68

--- TOTALS BY DEPT/ACTIVITY ---

00000 -	249,744.91
40500 - Charges for Service	(523.18)
41110 - Council	27.80
41310 - Administration	368.75
41420 - City Clerk	737.50
41500 - Finance	420.84
41630 - Engineering Services	9,473.60
41640 - Legal Services	5,097.00
41650 - Recycling Services	27,801.94
41660 - Inspection Service	4,415.60
41710 - Plannning & Economic Dev	15,973.33
41810 - Central Services	11,603.59
41820 - Information Technology	1,809.07
41900 - General Govt	127,536.37
41910 - Activity Center	4,407.51
42120 - Patrol and Investigate	64,185.74
42130 - Emergency Mgmt	5,500.00
42260 - Fire Suppression	47,922.88
43100 - Public Works	82,238.83
45200 - Parks	7,637.20
45300 - Trail Development	1,229.20
49400 - Utilities	142,829.04

49999 - Contingency

310.00

ITEM:

Fernbrook Lane Corridor Study

PREPARED BY:

Jason Quisberg, Engineering

POLICY DECISION / ACTION TO BE CONSIDERED:

Accept Fernbrook Lane Corridor Improvements Study

BACKGROUND:

In response to the continued growth occurring in south Dayton, City Council authorized a study to look at the section of Fernbrook Lane, generally between Rush creek Parkway and 117th Avenue. The primary focus of the study was to determine appropriate improvements at the following three Fernbrook Lane intersections:

1. Rush Creek Parkway
2. 114th Avenue & (the to-be-realigned) 113th Avenue
3. 117th Avenue

Additional description of the study, a summary of the findings, and recommendations, can be found in the included memo. Additional information, including preliminary intersection configurations, and anticipated ROW and easement needs, is also included with the memo.

Requested actions:

- Review the memo, and attachments, relating to the study.
- Accept the report as drafted, for use in future development and/or improvements proposed along, or impacting, this corridor.
- Authorize staff to initiate property owner communications regarding right-of-way and easement needs to support the proposed improvements.

Next steps: Final design would be the next formal action to move this project forward.

RECOMMENDATION:

Accept the Fernbrook Lane Corridor Improvements Study

ATTACHMENT(S):

Memo: Fernbrook Lane Corridor Improvements (Summary of Study)

Figures: Fernbrook Lane - Intersection Layouts

Figures: Fernbrook Lane - Right-of-Way & Easement Needs

Reference: Proj No 193807549

ellipse was used to reduce the footprint of the circulating roadway, however refinements may be needed to confirm fastest paths and speed differentials are within acceptable ranges. Modifications would widen the circle in the east-west direction to increase both the deflection and the visual cues to drivers, promoting slower speeds northbound and southbound.

There is presently no eastbound right turn lane provided for Rush Creek Parkway, however with additional right of way acquisition in the future, a free right movement with a splitter island could be added. Elm Creek Road remains uncurbed with a minimal median island.

Pedestrian facilities for the intersection focus on primary pedestrian routes along the western and southern sides of the roadways, and there is no crossing of Elm Creek Road shown. A side path is shown connecting the Elm Creek Road north shoulder to a trail on the west side of Fernbrook Lane. Those traveling on the southern shoulder of Elm Creek Road can use the park trail to cross Fernbrook Lane.

113th Avenue N Extension/114th Avenue N

With the realignment of 113th Avenue N, we used the right of way dedicated by the development to place the roundabout. We also looked at the nearby parcels and worked to shift the geometry to parcels, which were better able to absorb the impacts. This location required a single lane roundabout with only an additional northbound left turn. The southbound approach is shifted east to more closely follow the existing southbound lane, minimizing right of way impacts to the west. The northbound and eastbound approaches have greater deflection, resulting in the largest right of way impacts being to the southeast corner.

We also recognized the private residences in the immediate area and looked to maintain access. The southern median is shown to end north of the driveway at 11330 Fernbrook Lane. This maintains full access for this residence. The northern median shows a cut through or modification to permit direct access to 11421 Fernbrook Lane and 11431 Fernbrook Lane. For all residents along Fernbrook Lane, the addition of roundabout creates an alternative to a left turn out of the driveway during busy times by enabling drivers to take a right and utilize the nearby roundabout.

Pedestrians are again focused on the west side of Fernbrook Lane with a single crossing provided from the east. The development provides an internal pedestrian route from 114th Avenue N to 117th Avenue N connecting at the intersections. Until additional facilities are constructed, shoulder connections would be provided at the roundabout.

117th Avenue N

At 117th Avenue N, the larger design constraints occur on the south side of the intersection. The development in the southwest includes a pond. The property in the southeast has higher ground and will likely require a retaining wall to contain the grading impacts at the intersection. No additional lanes were required here beyond a single lane roundabout however delays were identified for the northbound direction. Our team opted to include the northbound left turn as a precautionary measure at this time. The primary concern with the current concept would be controlling the speeds for the southbound right turn. The western approach is largely able to fit within the current pavement footprint.

Reference: Proj No 193807549

Pedestrian facilities would be similar to those provided at 114th Avenue N with shoulder connections and a focus on getting users to the west side of Fernbrook Lane. There they could connect with existing facilities.

One existing driveway (11680 Fernbrook Lane) is located too close to the intersection to be well maintained as full access in a multilane scenario. Realigning the driveway further south could help, but further investigation would be needed to clearly understand any alternatives and the tradeoffs.

Four-Lane Fernbrook Lane

We understand there is consideration for Fernbrook Lane to become a 4-lane roadway in the future. While larger system decisions affect the network planning and traffic routing through and around the City, right-of-way needs, property impacts, and construction costs are significant obstacles to implementing a full build out currently. Constructing phased roundabouts is possible but should consider timing (when the expansion to 4-lanes could be expected) and the increased footprint of the design (greater impacts now). Our concept designs do not show a 4-lane section, however, we did try to anticipate placement of a 4-lane facility and adjusted to fit into the surroundings, trying to reduce right-of-way impacts. The Rush Creek Parkway intersection best demonstrates how to accommodate a future 4-lane section since there are dual lanes both northbound and southbound.

Stormwater Management

During our preliminary stormwater review, we identified some potential stormwater treatment locations based on general area grading and impervious area of each concept. As profiles are developed and geometry refined, the footprint may need to adjust to reflect the changes. There may be opportunities to replace striping without reconstructing portions of the approaches, or refining alignments to shorten tie-in distances to reduce the impervious treatment area.

Stormwater treatment is required by Elm Creek Watershed Management Commission rules and standards, so we identified several opportunities for further development. The first option would be the northwest corner at Rush Creek Parkway (PID 3312022410095). Alternatively, it may be possible to expand the existing basin in the southwest corner (PID 3312022440078) or a combination of the northwest and southwest corners.

Between 113th Ave N and 114th Ave N, there is green space present in the southeast corner (PID 3412022230012) with elevations that would support stormwater treatment and would be near the existing drainage route. Alternatively, the proposed basin southwest of the intersection may be able to be expanded (PID 3312022140019), however, this area is planned for commercial development and adding stormwater treatment here may come at a greater cost.

For 117th Avenue N, basin is possible on either the northeast (PID 2812022440003) or northwest (PID 2712022330008) sides of the intersection, however, tree clearing and berm construction would be required.

Right-of-Way/Easement Needs

The intersection improvement concepts developed will require land acquisition for right-of-way and D&U easements for stormwater management. The following are the anticipated areas needed and potential costs

Reference: Proj No 193807549

for each intersection. Please note the unit cost is an assumed \$100,000 per acre, formal appraisals are required to validate the assumed costs, however, final costs will vary and will be negotiated with each property owner:

Table 1. Rush Creek Parkway Intersection Land Acquisition Area and Costs

PID	Address	Type	Area (SF)	Unit Cost	Total Price
3312022440078	Unassigned	ROW	1360	\$ 2.30	\$ 3,128.00
3312022410095	11025 Ithaca Ln N	ROW	10155	\$ 2.30	\$ 23,356.50
3312022410095	11025 Ithaca Ln N	Easement	79295	\$ 2.30	\$ 182,378.50
3412022320012	14100 Elm Creek Rd	ROW	2720	\$ 2.30	\$ 6,256.00
				Total	\$ 215,119.00

Table 2. 113th Ave/114th Ave Intersection Land Acquisition Area and Costs

PID	Address	Type	Area (SF)	Unit Cost	Total Price
3312022140019	Sundance Woods HOA	ROW	1530	\$ 2.30	\$ 3,519.00
3312022140006	11421 Fernbrook Ln N	ROW	220	\$ 2.30	\$ 506.00
3312022140018	Sundance Woods HOA	ROW	7940	\$ 2.30	\$ 18,262.00
3412022230009	14240 114th Ave N	ROW	7635	\$ 2.30	\$ 17,560.50
3412022230012	11351 Dallas Ln N	ROW	24630	\$ 2.30	\$ 56,649.00
3412022230012	11351 Dallas Ln N	Easement	51925	\$ 2.30	\$ 119,427.50
				Total	\$ 215,924.00

Table 3A. 117th Ave (Option 1) Intersection Land Acquisition Area and Costs

PID	Address	Type	Area (SF)	Unit Cost	Total Price
3312022140017	Sundance Woods HOA	ROW	930	\$ 2.30	\$ 2,139.00
2812022440003	11771 Fernbrook Ln N	ROW	20040	\$ 2.30	\$ 46,092.00
2812022440003	11771 Fernbrook Ln N	Easement	53975	\$ 2.30	\$ 124,142.50
2712022330008	14200 117th Ave N	ROW	15115	\$ 2.30	\$ 34,764.50
3412022220003	11680 Fernbrook Ln N	ROW	3930	\$ 2.30	\$ 9,039.00
				Total	\$ 216,177.00

Reference: Proj No 193807549

Table 3B. 117th Ave (Option 2) Intersection Land Acquisition Area and Costs

PID	Address	Type	Area (SF)	Unit Cost	Total Price
3312022140017	Sundance Woods HOA	ROW	930	\$ 2.30	\$ 2,139.00
2812022440003	11771 Fernbrook Ln N	ROW	20040	\$ 2.30	\$ 46,092.00
2712022330008	14200 117th Ave N	ROW	15115	\$ 2.30	\$ 34,764.50
2712022330008	14200 117th Ave N	Easement	63160	\$ 2.30	\$ 145,268.00
3412022220003	11680 Fernbrook Ln N	ROW	3930	\$ 2.30	\$ 9,039.00
				Total	\$ 237,302.50

The costs and areas above are for right-of-way and permanent easements, and do not include temporary easements needed for construction. Temporary easement areas and costs will be identified and estimated as improvements are designed.

Anticipated Costs

Conceptual construction costs were developed based on 2025 unit prices and escalated to a 2028 construction year using 3-percent annual inflation. A base pavement section of 7-inches bituminous, over 8-inches aggregate base, over 15-inches select granular embankment was used. Concrete medians and a 3-inch thick bituminous trail with 6-inch aggregate were also assumed. The costs incorporated mobilization, drainage, lighting, signing and pavement markings, turf establishment, erosion control and traffic control during construction. A retaining wall was included at 117th Avenue N. Overall costs included a 30-percent construction contingency, 25-percent for indirect costs (legal, engineering, administrative, finance), and land acquisition costs were added to all estimates.

Table 4. Rush Creek Parkway/Elm Creek Road Opinion of Probable Cost

Cost Type	Total Price
Construction Costs	\$2,966,000
Indirect Costs (25%)	\$742,000
Land Acquisition Costs	\$216,000
Total	\$3,924,000

Table 5. 113th Avenue Extension/114th Avenue N Opinion of Probable Cost

Cost Type	Total Price
Construction Costs	\$2,021,000
Indirect Costs (25%)	\$506,000
Land Acquisition Costs	\$216,000
Total	\$2,743,000

Reference: Proj No 193807549

Table 6A. 117th Avenue N (Option 1) Opinion of Probable Cost

Cost Type	Total Price
Construction Costs	\$2,170,000
Indirect Costs (25%)	\$543,000
Land Acquisition Costs	\$217,000
Total	\$2,930,000

Table 6B. 117th Avenue N (Option 2) Opinion of Probable Cost

Cost Type	Total Price
Construction Costs	\$2,170,000
Indirect Costs (25%)	\$543,000
Land Acquisition Costs	\$238,000
Total	\$2,951,000

Total project costs for all three roundabouts is anticipated to be approximately \$9.6 million (Year 2028). Connecting roadway improvement costs between the roundabouts are additional and can be found in Table 7 below. Each of the individual estimates, as well as a summary sheet, are provided with this memorandum. The costs were also used as part of a project application for an LRIP grant but it was not successful as this time.

Three alternatives for improving the roadways connecting the roundabouts were reviewed while maintaining two lanes: 1) 2-inch mill and overlay; 2) rural reconstruction of the roadway; 3) urban reconstruction (curb and gutter) of the roadway. More extensive improvements including expansion of the full reconstruct to four lanes were discussed, however, due to anticipated costs were not considered within the scope of this

Table 7. Connecting Roadway Improvements Opinion of Probable Costs

Improvement Type	Total Price*
2-inch Mill and Overlay	\$346,000
Rural Reconstruction	\$1,200,000
Urban Reconstruction	\$1,241,000

*Note: costs include contingency and indirect costs, however, they do not reflect any additional easement costs (should they be necessary).

Construction Timing

It may be beneficial to construct the three roundabouts, along with all related improvements, under a single contract. This would facilitate phasing and coordination for maintaining access, to the extent required, for residents in the area during construction. Additionally, it is believed there could be a cost savings realized due to economy of scale, as the work is essentially identical across the three intersections.

The primary factor in the timing of the project is likely financing. As of now, only partial funding is identified for the improvements, which is limited to approximately \$2M from the developer of the property (generally)

Reference: Proj No 193807549

adjacent to the west. A LRIP grant was sought, along with a state bond funding request; neither of which was successful, leaving a shortfall of funding.

Other factors should also be considered when determining project timing.

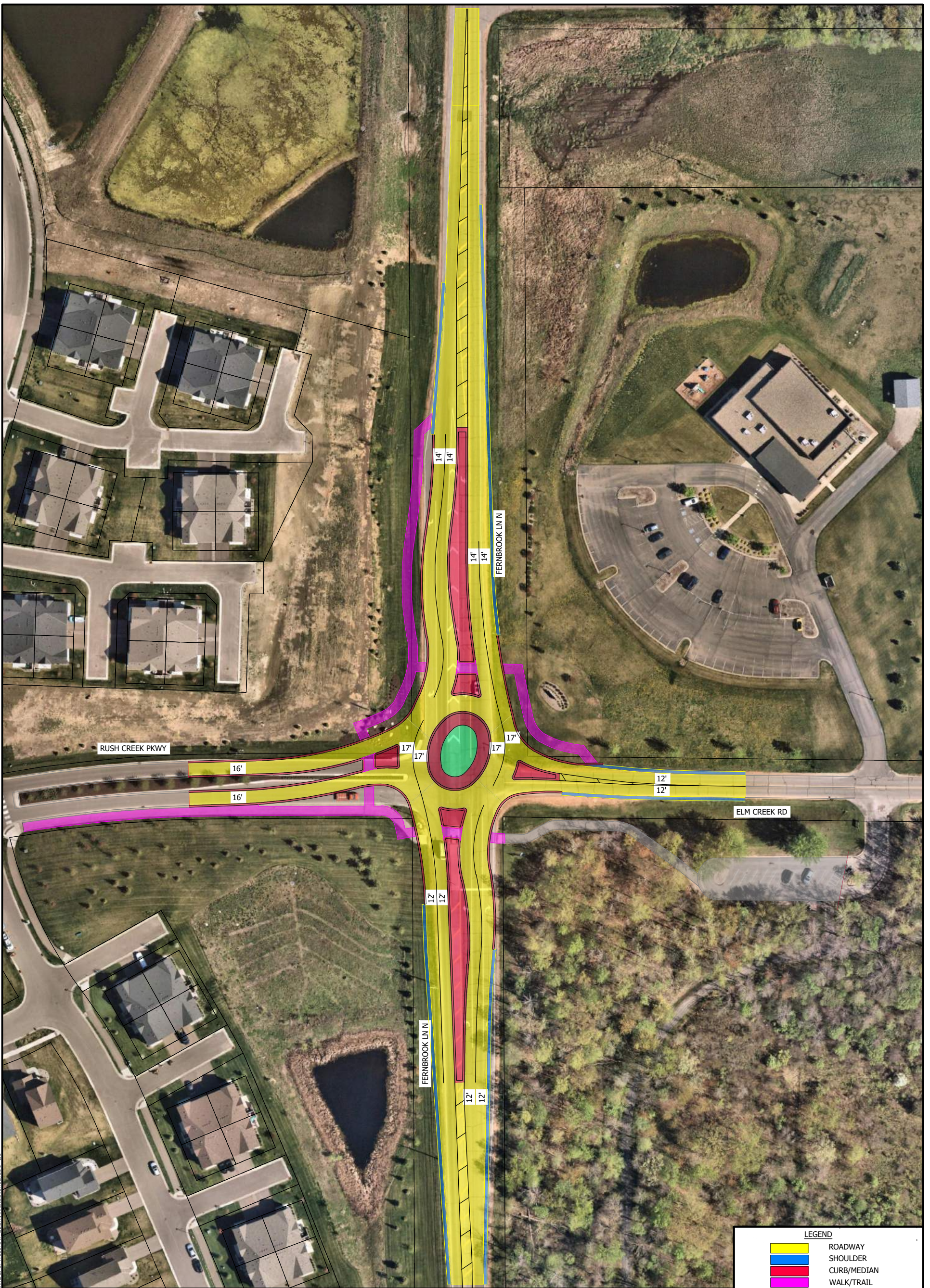
- Hennepin County is scheduled to complete the replacement of a culvert, and also the installation of a pedestrian tunnel, under Fernbrook Lane, just a little south of the city border with Maple Grove in 2028. Said improvements will require a full closure of Fernbrook Lane. Timing the construction of these projects together could reduce user inconveniences, and potentially costs, by limiting the length of time for which the Fernbrook Lane connection to Maple Grove would be closed.
- The adjacent, active development, DCM Farms, is projected to largely build out over the next 1-2 years. Additionally, there is an area within the plat area, near the realigned 113th Ave/114th Ave intersection, identified for commercial development. It would be beneficial to have the realigned 113th Ave, and an improved intersection, in place prior to either, or both, of these buildouts being completed.
- There is a concept residential development, west of Fernbrook Lane and north 117th Ave, being discussed. The timing is yet to be determined, but similar to the previously mentioned item, it would be beneficial to have these intersection improvements completed prior to the additional development traffic being introduced.

Recommendations

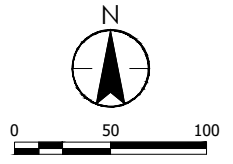
Right-of-way acquisitions may be one of the more involved, and lengthy, activities with this project. It is recommended that discussions with impacted property owners begin as soon as can be coordinated. The enclosed draft right-of-way plan sheets should be sufficient for these discussions to be initiated. More refined exhibits, and purchase agreements, will be required prior to any transferring transactions are completed.

As has been discussed, project funding is critical for delivering these improvements. It is recommended that funding be identified as soon as is practical, ideally early enough, such that 2028 construction could still be considered. The improvement could be completed later than that, but that could mean losing the benefit of the coordinated road closure, and/or completing the improvements prior to the additional traffic volumes caused by both the adjacent development, and that anticipated along 117th Avenue.

The sooner work could begin on this project, the better. Both to help ensure 2028 construction, and to not get into a situation where the design process is rushed and an accelerated timeline risks other impacts to the project delivery, such as limiting the ability for ample resident communications. Authorization for design should be granted this summer. Once the desired project scope and timeline is identified, a proposal for engineering services will be presented for consideration.



LEGEND	
	ROADWAY
	SHOULDER
	CURB/MEDIAN
	WALK/TRAIL
	APRON
	TURF
	EXISTING WALK/TRAIL



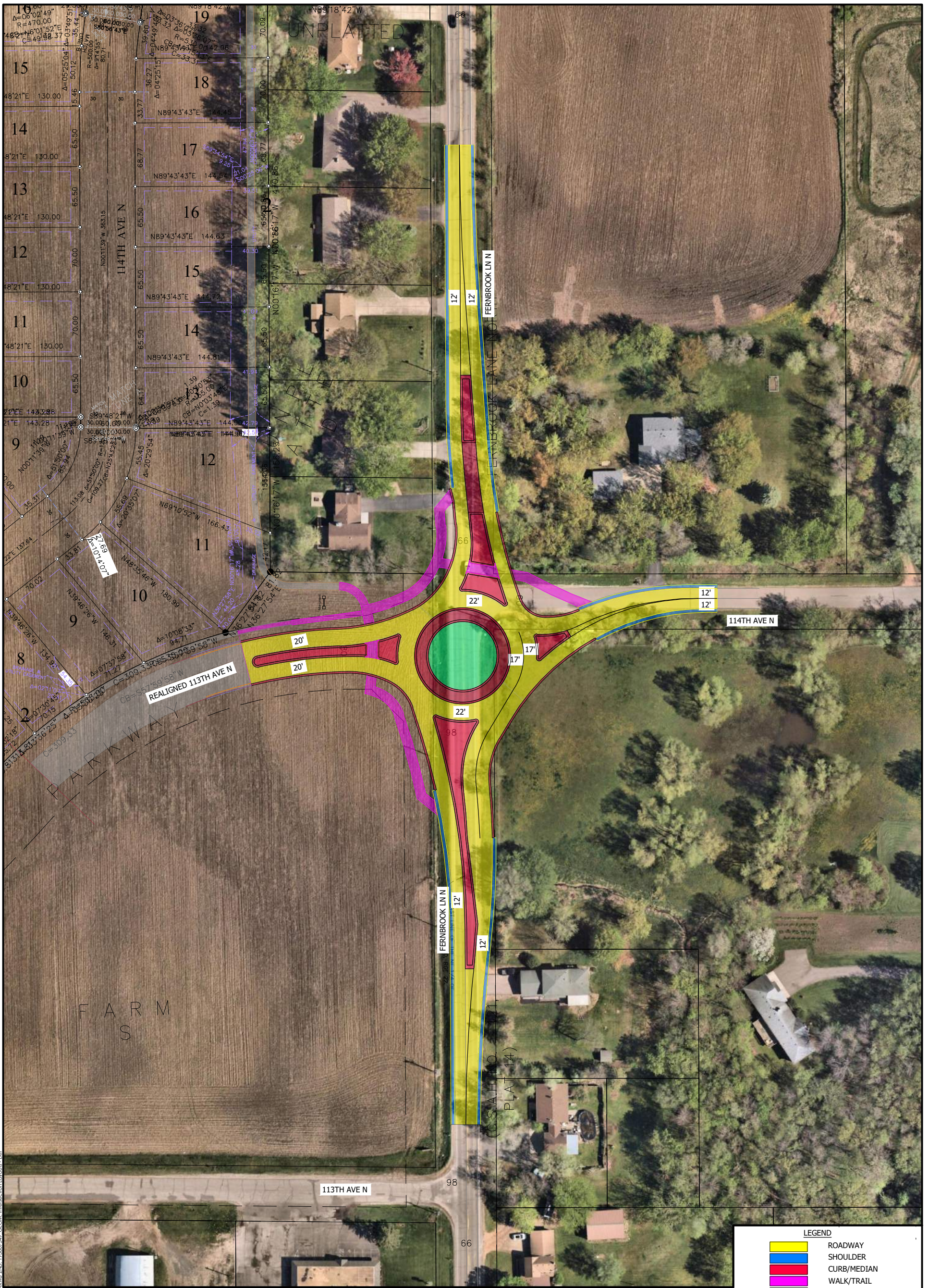
FERNBROOK LANE N. AND RUSH CREEK PARKWAY / ELM CREEK ROAD INTERSECTION

CITY OF DAYTON, MN
 FERNBROOK LN CORRIDOR IMPROVEMENTS

DATE 2/24/2026 PROJ. NO. 193807549



Plot Date: 02/24/2026 - 1:55pm
 Xref: 193807549_XSNO_Fernbrook_Corridor_Improvements_2025-10-07_193807549_FPD-DCM-FARMS-2ND_193807549_GEOM_Intersection-Layouts-LBP



FERNBROOK LANE N. AND 114TH AVENUE N. INTERSECTION

CITY OF DAYTON, MN
 FERNBROOK LN CORRIDOR IMPROVEMENTS

DATE 2/24/2026

PROJ. NO. 193807549



733 Marquette Avenue, Suite 1000
 Minneapolis, MN 55402
 www.stantec.com

Plot Date: 02/24/2026 - 1:56pm
 User: G:\Users\jgiles\OneDrive\Documents\193807549\CAD\Draw\Survey\Intersection Layout.dwg
 Xref(s): 193807549_XSNO_Fernbrook_Corridor_Parcels_2025-10-07_193807549_XRNO_FD-CM-FARMS_2ND_193807549_GEOM_IntersectionLayout_1.rpt

ITEM:

Resolution 26-2026, Amending the PUD/Preliminary Plat of DCM Farms
Resolution 27-2026, Approving the Final Plat and Development Agreement of DCM Farms 2nd
Addition

APPLICANT/PRESENTERS:

Tom Dehn, Sundance Woods, LLC

PREPARED BY:

Grace Gerard, Consulting City Planner

POLICY DECISION / ACTION TO BE CONSIDERED:

Motion to approve Amendments to the PUD and Preliminary Plat of DCM Farms
Motion to approve the Final Plat and Development Agreement for DCM Farms Second Addition

BACKGROUND/OVERVIEW:

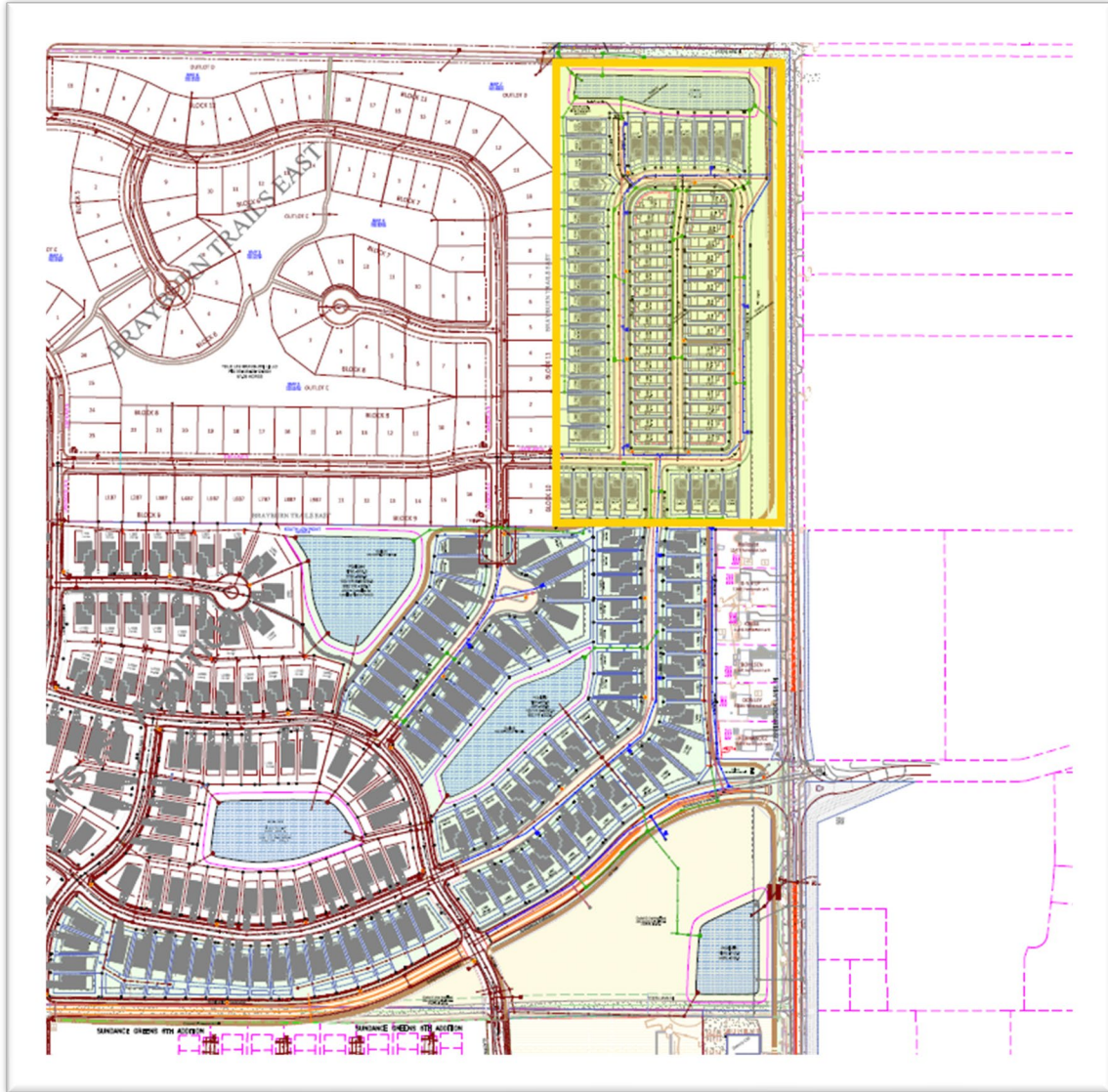
Tom Dehn of Sundance Woods, LLC is proposing requesting approval of an amended Preliminary Plat and Planned Unit Development (PUD) of DCM Farms and approval of the Final Plat and Development Agreement for DCM Farms Second Addition. The Rezoning, PUD, and Preliminary Plat of DCM Farms was approved on April 8, 2025 for 254 single-family detached homes. The Final Plat of the first phase (106 lots) was approved on July 8, 2025, and the Final Plat of the second phase (148 lots) was approved on March 24, 2026. The applicant is proposing to amend the PUD and Preliminary Plat of DCM Farms and is requesting approval of the Final Plat of DCM Farms Second Addition.

PUD's allow flexibility from City Code requirements in return for a public benefit. As a PUD, the Preliminary Plat of DCM Farms was approved with flexibility from the standards for the R-3 Zoning District to allow for reduced lot sizes. In exchange, the developer has agreed to fund a roundabout at the intersection of Fernbrook Lane and 114th Avenue and pay \$125,000 to the City for the Fernbrook Lane Corridor Study. The developer also has agreed to provide a trail through the development and landscaping beyond what is required in the City Code.

Since approval of the Final Plat of DCM Farms Second Addition, M/I Homes, a builder within DCM Farms, has requested additional variations from the Zoning Code that were not approved in the original PUD and Preliminary Plat. M/I Homes approached the City with a request to add side-yard patios to the homes designed for the 40-foot wide lots within DCM Farms Second Addition. Staff identified that the design proposed would not comply with the current side yard setback permitted in the PUD nor the Drainage and Utility Easement locations shown on the approved Final Plat. The applicant also requested a reduction in the side yard setback for the 45-foot wide corner lots within DCM Farms Second Addition in order to fit their standard product on those lots. Upon further analysis of the proposals by M/I Homes, staff identified that the homes depicted on the 40-foot wide lots had reduced front and rear yard setbacks that were not approved in the PUD Resolution. To allow for the inclusion of side yard patios and the construction of the builder's standard product, the applicant is requesting additional flexibility

through this PUD and Preliminary Plat amendment that would be reflected in the new Final Plat for DCM Farms Second Addition.

The area impacted by the proposed Preliminary Plat and PUD Amendment is highlighted below. This area is entirely within the area to be platted as DCM Farms Second Addition. The lots in the center of the highlighted area are the 40-foot wide lots. The lots along the outside border of the highlighted area are the 45-foot wide lots. None of the lots outside of the highlighted area are impacted by the proposed amendments.



The applicant is proposing to amend the PUD and Preliminary Plat to:

1. Allow the approved 40-foot wide lots to have a side yard of 12 ft. on the patio side and 3 ft. on the non-patio side.
 - The R-3 District and approved PUD require a 7.5 ft. setback on both sides.

- This will allow these homes to have a side yard patio and create more useable yard area on the south side of the interior lots.
 - The 3 ft. building setback on the non-patio side of each home will contain a 3 ft. wide drainage and utility easement.
 - The 12 ft. building setback on the non-patio side of each home will contain a 7 ft. drainage and utility easement.
 - All lots, except Lots 9 and 10, Block 5 and Lots 16 and 17, Block 6 will have the standard 10 ft. (3 ft. on the non-patio side and 7 ft. on the patio side) of easement between them.
 - All buildings will have a minimum of 15 ft. (3 ft. on the non-patio side and 12 ft. on the patio side) of building separation between them.
 - The proposed layout does not increase the density of the homes or reduce the separation between buildings from what was approved in the original Preliminary Plat of DCM Farms. Instead, this proposal shifts the lot lines to create a larger yard area on the south side of each interior lot.
2. Allow the approved 40-foot wide lots to have a side yard setback of 7 ft. for decks and attached open structures.
 - The R-3 District and approved PUD requires a side yard setback of 7.5 feet.
 - The applicant's narrative indicates the side yard reduction for decks and attached open structures is requested for the potential addition of small, elevated decks in the side yard in the area designated for the patio. This would also allow for open structures such as pergolas to be constructed over patios.
 3. Allow the approved 40-foot wide lots to have a front yard, rear yard, and side yard corner lot setback of 15 feet.
 - The R-3 District requires a front and rear yard setback of 30 ft. and a side yard corner lot setback of 20 feet. The approved PUD requires front yard, rear yard, and side yard corner lot setback of 25 feet.
 - This applicant's narrative indicates that structures with these setbacks were shown on the preliminary plan, but they were not dimensioned on the layout or noted on the cover sheet of the Preliminary Plat. Because these reduced setbacks were not formally requested or called out by the applicant during the review process, they were not included in the approved PUD.
 - While the setback from the building to the rear yard property line will be 15 ft., the applicant's narrative indicates that a minimum driveway length of 22 ft. will be provided to the private street/alley for each home. This would allow for parking within the driveway of each home. A condition requiring a 22 ft. driveway for each home has been included.
 4. Allow a side yard corner lot setback of 20 ft. for the corner lot located at the intersection of 116th Avenue and Gable Lane and the two corner lots located at the intersection of 116th Avenue and 114th Avenue.
 - The R-3 District requires a side yard corner lot setback of 20 feet. The approved PUD requires a corner side yard setback of 25 feet. The DCM Farms PUD requires an increased corner yard setback from what is required in the underlying zoning

district, though this was not noted by staff as a public benefit during the initial review process.

- The applicant is requesting to amend the side yard corner lot setback from 25 feet to 20 feet to accommodate the construction of the builder’s standard product on these lots.
5. Allow the approved 40-foot wide lots to have a maximum garage width of 0% of the building frontage on the public street and 100% of the building frontage on the private street/alley side and 45-foot lots to have a minimum garage width of 72% of the building frontage.
- The R-3 District and the approved PUD requires a maximum garage width of 70% of the building frontage.
 - The applicant’s narrative indicates that an additional 2% of width is requested to allow the builder to build their standard product with a 440 square foot garage on the 45-foot lots without requesting additional setback flexibility.
 - Pending the approval of the garage size amendment, the minimum garage size will be 440 square feet for all detached single-family dwellings in the R-3 District.
 - The alley-loaded homes on the 40-foot lots will have no visible garage frontage from the public street because all garages are located along the private street/alley.

CRITICAL ISSUES:

PUD Flexibility The applicant is not proposing any changes to the 65-foot and 75-foot lots approved within the Preliminary Plat or any changes to the lots within the final plat of DCM Farms First Addition. All amendments pertain to the 40-foot and 45-foot lots approved within the Preliminary Plat that are to be platted during DCM Farms Second Addition. The table below illustrates the R-3 standards, the previously approved PUD standards, and the proposed amendments to the PUD standards. The standards for the 65-foot and 75-foot lots are not included in this table because they are not to be impacted by the amendments requested.

Light yellow highlights reflect flexibility that was previously approved in the DCM Farms PUD for 40’/45’/50’/55’ lots. Dark yellow highlights reflect the additional flexibility being requested beyond what was previously approved.

	R-3 Single-Family Standards	Approved DCM Farms PUD Standards (40’/45’/50’/55’)	Proposed Standards for 40’ Lots	Proposed Standards for 45’/50’/55’ Lots
Maximum % of lots less than 62’ wide	30%	70%	70%	
Minimum lot size	6,500 sq ft	4,000 sq. ft.	4,000 sq. ft.	4,000 sq. ft.

	R-3 Single-Family Standards	Approved DCM Farms PUD Standards (40'/45'/50'/55')	Proposed Standards for 40' Lots	Proposed Standards for 45'/50'/55' Lots
Minimum lot width at setback	55' with all lots meeting overall average of 62'	40'	40'	40'
Minimum lot frontage	50'	40'	40'	45'
Minimum corner lot frontage	10' wider than adjacent interior lot	47'	42'	58'
Maximum impervious surface	50%	55%	55%	55%
Setbacks, Principal Structure				
Living area or side loaded garage	25'	25'	15'	25'
Front porch	25'	25'	15'	25'
Garage front	30'	25'	N/A	25'
Side yards	7.5' (lots 62' and smaller) and 10' (lots greater than 62')	7.5'	3' on non-patio side and 12' on patio side	7.5'
Side yard corner lots	20'	25'	15'	25' except 20' for the corner lots at the intersection of: <ul style="list-style-type: none"> • 116th Avenue and Gable Lane • 116th Avenue and 114th Avenue
Rear	30'	25'	15' ²	25'
Maximum height (as measured from the midpoint on a hipped or pitched roof)	35'	35'	35'	35'
Minimum setback to arterial street	50'	50'	50'	50'
Setbacks, Decks and Attached Open Structures				
Front, side or rear street	30' (50' to arterial)	25'	15'	25'
Side	7.5'	7.5'	7'	7.5'

	R-3 Single-Family Standards	Approved DCM Farms PUD Standards (40'/45'/50'/55')	Proposed Standards for 40' Lots	Proposed Standards for 45'/50'/55' Lots
Rear	15'	15'	15'	15'
Garage Width	Cannot comprise more than 70% of the viewable street-facing linear building frontage	70% of the viewable street-facing linear building frontage	0% to public street and 100% to private street	70% of the viewable street-facing building frontage on 50'/55' lots, 72% of the viewable street-facing building frontage on 45' lots

Building Separation

The Building Official has provided comments indicating that, according to the MN Building Code, any exterior wall located within 5 ft. of a property line must have a 1-hour fire rating. Any overhang located within 5 and 2 ft. of a property line must also have a 1-hour fire rating on its underside. No overhangs are permitted within 2 ft. of a property line unless the building is sprinklered.

The buildings on the 40-foot lots would maintain a separation of at least 15 ft. (12 feet on the patio side and 3 feet on the non-patio side). However, these requirements would impact the proposed 3 ft. side yard setback for the 40-foot lots because the fire separation distance is measured to the property line and not the nearest building. Additional documentation regarding fire ratings of exterior walls and soffits would be required during plan review for each home with a side yard setback of 5 ft. or less.

Engineering

This item has been reviewed by the City Engineer. No new comments were provided. The applicant must continue comply with the Engineering comments for the Final Plat Approval of DCM Farms dated March 18, 2026.

Final Plat

The Final Plat is consistent with the amended Preliminary Plat and PUD requested by the applicant.

Development Agreement

The Development Agreement has been provided for approval. There are no significant changes from the DCM Farms DA.

60/120-DAY RULE (IF APPLICABLE):

	60-Days	120-Days
Preliminary Plat Amendment	N/A	Sep 5, 2026
PUD Amendment	July 7, 2026	N/A
Final Plat Amendment	Aug 3, 2026	N/A

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*
- *Healthy Commercial Sector with services and job growth.*

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission held a Public Hearing at its June 4, 2026 meeting. The Planning Commission voted 4-1 to recommend approval of the amendments to the Preliminary Plat and PUD. During the Public Hearing, one resident spoke in opposition to the project, citing a lack of additional PUD benefits provided and concerns about traffic in the area. The Planning Commission considered many factors, including the public benefit provided to the City during the initial PUD approval and the quality of the design of the proposed homes. The Planning Commission ultimately decided that the PUD benefit (the developer's contribution to the Fernbrook Lane Roundabout and Corridor Study) is sufficient, and the increase in usable side yard space is a beneficial change to the approved plans.

STAFF RECOMMENDATION:

Staff recommends approval of the request to amend the Preliminary Plat and Planned Unit Development of DCM Farms and approval of the Final Plat and the Development Agreement for DCM Farms Second Addition.

ATTACHMENT(S):

Resolution 26-2026, Approving the Amendment PUD and Preliminary Plat of DCM Farms
Resolution 27-2026, Approving the Final Plat and Development Agreement for DCM Farms
Second Addition
Draft Development Agreement for DCM Farms Second Addition
Applicant's Narrative
40-Foot Lot Layout Exhibit
Amended DCM Farms Preliminary Plat Dated May 13, 2026
Current Approved DCM Farms Preliminary Plat
DCM Farms Second Addition Final Plat

RESOLUTION 27-2026

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

**RESOLUTION GRANTING APPROVAL OF THE FINAL PLAT AND DEVELOPMENT
AGREEMENT FOR DCM FARMS SECOND ADDITION**

WHEREAS, Tom Dehn, Sundance Woods, LLC (Applicant) has submitted a request for approval of the Final Plat for DCM Farms Second Addition for property located at:

PID: 33-120-22-13-0098
Outlot A, DCM FARMS

And

PID: 33-120-22-14-0017
Outlot B, DCM FARMS

And

PID: 33-120-22-14-0018
Outlot C, DCM FARMS

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

WHEREAS, the City Council, at its June 23, 2026 meeting, considered the matter and approved it subject to various conditions; and,

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

FINDINGS

- A. On April 8, 2025, the City Council Approved Ordinance 2025-09, Amending the Zoning Map from A-1 Agricultural to R-3 Single Family and Attached Residential

- with PUD Overlay; and, Resolution 20-2025, Approving the Preliminary Plat of DCM Farms.
- B. On July 8, 2025, the City Council Approved Resolution 40-2025, Approving the Final Plat and Development Agreement of DCM Farms, consisting of 106 single-family lots and 8 outlots. The final plat was never recorded at Hennepin County.
 - C. On June 23, 2026, the City Council Approved Resolution 26-2026, Approving Amendments to the Preliminary Plat and Planned Unit Development of DCM Farms.
 - D. The Applicant proposes to develop DCM Farms Second Addition consistent with the approved Preliminary Plat amended on June 23, 2026 and meets the City Code requirements, provided the Applicant is subject to and satisfies the conditions set forth in this Resolution and final review by the City Engineer and City Planner.
 - E. The Final plat will include private improvements consisting of site grading, installation of sanitary sewer, storm sewer, watermain, and other utilities. These improvements are detailed on plans drafted by Sathre-Bergquist, Inc (hereinafter referred to as the “Construction Plans”).
 - F. MN Statute §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.
 - G. The City Council has adopted Subdivision Regulations for the orderly, economic and safe development of land within the City.
 - H. Dayton City Code §1002.02 states that “no land shall be subdivided without complying with the provisions of [Chapter 1002]”.
 - I. The proposed subdivision of the Property is governed by Dayton City Code Chapter 1002.
 - J. The Property is under a PUD approved in 2025 and amended on June 23, 2026. Resolution 26-2026 extends the PUD to all of the Property and provides for additional flexibility for both the City and Applicant/Developer regarding existing standards and regulation beyond what is established by the underlying zoning district, which in this case will be R-3 Single Family and Attached Residential. The purpose of using this PUD is to provide for flexibility to the Applicant/Developer

while achieving other public benefits for the city and future residents (including the construction and reconstruction of public infrastructure).

Identified flexibility requested and granted upon approval of this resolution includes the following:

	R-3 Single-Family Standards	Standards for 40' Lots	Standards for 45'/50'/55' Lots	Standards for 65'/75' Lots
Maximum % of lots less than 62' wide	30%	70%		30%
Minimum lot size	6,500 sq ft	4,000 sq. ft.	4,000 sq. ft.	7,908 sq. ft.
Minimum lot width at setback	55' with all lots meeting overall average of 62'	40'	40'	65'
Minimum lot frontage	50'	40'	45'	65'
Minimum corner lot frontage	10' wider than adjacent interior lot	42'	58'	66'
Maximum impervious surface	50%	55%	55%	35'
Setbacks, Principal Structure				
Living area or side loaded garage	25'	15'	25'	25'
Front porch	25'	15'	25'	25'
Garage front	30'	N/A	25'	25'
Side yards	7.5' (for lots 62' and smaller) and 10' (for lots greater than 62')	3' on non-patio side and 12' on patio side	7.5'	7.5'
Side yard corner lots	20'	15'	25' except 20' for the corner lots at the intersection of: <ul style="list-style-type: none"> • 116th Avenue and Gable Lane • 116th Avenue and 114th Avenue 	25'
Rear	30'	15'	25'	25'

	R-3 Single-Family Standards	Standards for 40' Lots	Standards for 45'/50'/55' Lots	Standards for 65'/75' Lots
Maximum height (as measured from the midpoint on a hipped or pitched roof)	35'	35'	35'	35'
Minimum setback to arterial street	50'	50'	50'	50'
Setbacks, Decks and Attached Open Structures				
Front, side or rear street	30' (50' to arterial)	15'	25'	25'
Side	7.5'	7'	7.5'	7.5'
Rear	15'	15'	15'	15'
Garage Width	Cannot comprise more than 70% of the viewable street-facing linear building frontage	Cannot comprise more than 0% to a public street and 100% to a private street	Cannot comprise more than 70% of the viewable street-facing building frontage on 50'/55' lots, 72% of the viewable street-facing building frontage on 45' lots	Cannot comprise more than 70% of the viewable street-facing linear building frontage

DECISION

NOW, THEREFORE, based upon the information received and the above Findings, it is resolved by the City Council of the City of Dayton as follows: That the City Council hereby conditionally approves the Final Plat (Exhibit 1) for DCM Farms Second Addition, and the Mayor and City Clerk are hereby authorized to execute the same, subject to the following conditions:

1. Prior to the city releasing the Final Plat for recording, the Applicant shall comply with conditions of the Preliminary Plat Approval (Resolution 20-2025), and Final Plat Approval of DCM Farms (Resolution 40-2025) and Preliminary Plat and PUD Amendment (Resolution 26-2026). This includes funding of the Fernbrook Lane & Sundance Parkway roundabout as detailed in the DCM Farms Development Agreement; and, contributing funds toward improvements to the Fernbrook Lane &

117th Ave. intersection as detailed in the DCM Farms Development Agreement; and, revising applicable plans related to a gazebo and pier on Pond #4 and gazebo at Pond #2 and enhanced landscaping.

- 2. Prior to the city releasing the Final Plat for recording, the Applicant shall revise plans to comply with the Engineer’s letter, dated March 18, 2026.
- 3. Prior to the city releasing the Final Plat for recording, the Applicant shall enter into a Development Agreement with the City.
- 4. The Draft Development Agreement may incur minor amendments, to be approved administratively.
- 5. The Applicant Agrees to cooperate with the city regarding a planned roundabout at Fernbrook Lane and Sundance Parkway, regarding any easements or right-of-way necessary for the roundabout construction not accommodated within existing right-of-way.
- 6. Consistent with City Code 1002.08, Subd 5 (Recording of Plat), the Applicant shall file this Resolution and the Final Plat with Hennepin County within 60 days after the City releases the plat for recording. The Developer shall provide proof of recording to the City.

Adopted by the City Council of the City of Dayton on this 23rd day of June, 2026

Dennis Fisher, Mayor

ATTEST:

Amy Benting, City Clerk

Motion by Councilmember, _____, Second by Councilmember _____

Ayes:

Nays:

Resolution Approved

EXHIBIT 1

FINAL PLAT [following pages]

RESOLUTION 26-2026

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

**A RESOLUTION APPROVING AMENDMENTS TO THE PRELIMINARY PLAT AND
PLANNED UNIT DEVELOPMENT OF DCM FARMS**

WHEREAS, Tom Dehn, Sundance Wood, LLC (Applicant) has applied for a Preliminary Plat and Planned Unit Development Amendment for a portion of the development known as DCM Farms Second Addition, on property legally described as:

PID: 33-120-22-13-0098
Outlot A, DCM FARMS

And

PID: 33-120-22-14-0017
Outlot B, DCM FARMS

And

PID: 33-120-22-14-0018
Outlot C, DCM FARMS

WHEREAS, the property is zoned R-3 – Single-Family Attached and Detached District with a Planned Unit Development Overlay; and,

WHEREAS, the property is guided Low Density Residential in the 2040 Comprehensive Plan; and,

WHEREAS, Public Notice was published in THE PRESS on May 21, 2026 and mailed to property owners within ¼ of a mile of the subject property. The Planning Commission held a Public Hearing on June 4, 2026; and,

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

WHEREAS, the City Council, at its June 23, 2026 meeting, considered the matter and approved it subject to various conditions; and,

PLANNED UNIT DEVELOPMENT

WHEREAS, the purpose of a PUD is to encourage a more creative and efficient development of land and its improvements through the preservation of natural features and amenities than is possible under the more restrictive application of zoning requirements. This section may allow deviations, under appropriate circumstances, to underlying ordinance provisions, if it is proven that public benefits are provided to mitigate any deviations (City Code 1001.10, Subd 1 (Purpose); and,

WHEREAS, the Preliminary Plat and Planned Unit Development of DCM Farms was approved by the City Council of the City of Dayton on April 8, 2025; and,

WHEREAS, the applicant has requested additional deviations from the R-3 District Standards and Planned Unit Development of DCM Farms; and,

WHEREAS, the Standards for DCM Farms Second Addition shall include:

	R-3 Single-Family Standards	Standards for 40' Lots	Standards for 45'/50'/55' Lots	Standards for 65'/75' Lots
Maximum % of lots less than 62' wide	30%	70%		30%
Minimum lot size	6,500 sq ft	4,000 sq. ft.	4,000 sq. ft.	7,908 sq. ft.
Minimum lot width at setback	55' with all lots meeting overall average of 62'	40'	40'	65'
Minimum lot frontage	50'	40'	45'	65'
Minimum corner lot frontage	10' wider than adjacent interior lot	42'	58'	66'
Maximum impervious surface	50%	55%	55%	35'
Setbacks, Principal Structure				
Living area or side loaded garage	25'	15'	25'	25'
Front porch	25'	15'	25'	25'
Garage front	30'	N/A	25'	25'
Side yards	7.5' (for lots 62' and smaller) and	3' on non-patio side and 12' on patio side	7.5'	7.5'

	R-3 Single-Family Standards	Standards for 40' Lots	Standards for 45'/50'/55' Lots	Standards for 65'/75' Lots
	10' (for lots greater than 62')			
Side yard corner lots	20'	15'	25' except 20' for the corner lots at the intersection of: <ul style="list-style-type: none"> • 116th Avenue and Gable Lane • 116th Avenue and 114th Avenue 	25'
Rear	30'	15'	25'	25'
Maximum height (as measured from the midpoint on a hipped or pitched roof)	35'	35'	35'	35'
Minimum setback to arterial street	50'	50'	50'	50'
Setbacks, Decks and Attached Open Structures				
Front, side or rear street	30' (50' to arterial)	15'	25'	25'
Side	7.5'	7'	7.5'	7.5'
Rear	15'	15'	15'	15'
Garage Width	Cannot comprise more than 70% of the viewable street-facing linear building frontage	Cannot comprise more than 0% to a public street and 100% to a private street	Cannot comprise more than 70% of the viewable street-facing building frontage on 50'/55' lots, 72% of the viewable street-facing building frontage on 45' lots	Cannot comprise more than 70% of the viewable street-facing linear building frontage

WHEREAS, pursuant to Section 1001.10 of the City Code, approval of the Planning and Zoning Commission and City Council shall be required for changes such as rearrangement of lots, blocks and building tracts of a Planned Unit Development. These changes shall be consistent with the purpose and intent of the approved final development plan.

Finding: The proposed changes to the Planned Unit Development of DCM Farms are consistent with the purpose and intent of the Planned Unit Development as approved on April 8, 2025. The proposed amendments to the plan do not increase the density of the Plat nor relocate any of the structures proposed in the initial Planned Unit Development approval. This amendment is consistent with the purpose and intent of the final

development plan because it promotes the efficient use of the lots created in the original Preliminary Plat of DCM Farms.

NOW, THEREFORE, in consideration of the Staff Report, Planning Commission recommendation, and public testimony, the City of Dayton City Council APPROVES the amendment to the Planned Unit Development of DCM Farms with the following conditions:

1. The Applicant shall continue to comply with the conditions of Resolution 20-2025 Amending the Comprehensive Plan, Approving a Preliminary Plat for a Planned Unit Development of DCM Farms dated April 8, 2025.
2. Any building permit for a structure to be constructed within 5 ft. of a lot line must include evidence of compliance with all MN State Building and Fire Code requirements.
3. On lots with a lot width of 40 ft., the minimum driveway length shall be 22 ft. as measured from the garage to the curb of the private street.

PRELIMINARY PLAT

WHEREAS, the Applicant requests approval of the Amendments to the Preliminary Plat of DCM Farms consisting of 253 single-family lots; and,

NOW, THEREFORE, in consideration of the Staff Report, Planning Commission recommendation, and public testimony, the City of Dayton City Council APPROVES the Preliminary Plat Amendment with the following conditions:

1. The Applicant shall continue to comply with the conditions of Resolution 20-2025 Amending the Comprehensive Plan, Approving a Preliminary Plat for a Planned Unit Development of DCM Farms dated April 8, 2025.
2. The Applicant shall comply with the revised Preliminary Plat dated May 27, 2026.
3. The Applicant shall construct the Sundance Parkway center median to comply with city Design Standards to assure sufficient pedestrian crossing space.
4. The Applicant shall revise plans to include a sidewalk connecting the Fernbrook trail to the sidewalk in-between Lots 185 and 186 (Gable Lane).

Adopted by the City Council of the City of Dayton on this 23rd day of June, 2026

Dennis Fisher, Mayor

ATTEST:

Amy Benting, City Clerk

Motion by Councilmember, _____, Second by Councilmember _____

Ayes:

Nays:

Resolution Approved

Published by THE PRESS on _____.

DEVELOPMENT AGREEMENT
FOR THE PLAT OF
DCM FARMS SECOND ADDITION
BY AND BETWEEN
THE CITY OF DAYTON
AND
SUNDANCE WOODS, LLC

THIS DEVELOPMENT AGREEMENT, made and entered into on the [REDACTED] day of [REDACTED], 202[REDACTED], by and between the City of DAYTON, a Minnesota municipal corporation (“CITY”), and Sundance Woods, LLC, a Minnesota Limited Liability Company (“DEVELOPER”).

RECITALS:

WHEREAS, in pursuant of the DEVELOPMENT PROJECT, the DEVELOPER has applied to the CITY for approval of the DEVELOPMENT PLANS and FINAL PLAT for **DCM Farms Second Addition**; and

WHEREAS, in conjunction with the granting of these approvals, the CITY requires the installation and/or availability of public utilities (sewer and water), public streets, storm sewer pipes, ponds, and other facilities; and

WHEREAS, under authority granted to it, including Minnesota Statutes Chapters 412, 429, and 462, the COUNCIL approved the FINAL PLAT and DEVELOPMENT PLANS on the following conditions:

1. That the DEVELOPER enters into this DEVELOPMENT AGREEMENT, which contract defines the work which the DEVELOPER undertakes to complete; and
2. The DEVELOPER shall provide an irrevocable letter of credit and cash deposits in the amounts and with conditions satisfactory to the CITY, providing for assurance of payment for the actual construction and installation of the improvements in the DEVELOPMENT PLANS, as specified and required by the CITY.

WHEREAS, the DEVELOPMENT PLANS were prepared by a registered professional engineer and have been submitted to and approved by the CITY ENGINEER.

NOW, THEREFORE, subject to the terms and conditions of this DEVELOPMENT AGREEMENT and in reliance upon the representations, warranties and covenants of the parties herein contained, the CITY and DEVELOPER agree as follows:

ARTICLE 1
DEFINITIONS

1.1. TERMS. The following terms, unless elsewhere defined specifically in the DEVELOPMENT AGREEMENT, shall have the following meanings as set forth below.

1.2. BUILDER. “BUILDER” means an entity that will be constructing a residence on a lot in the FINAL PLAT.

1.3. CITY. “CITY” means the City of Dayton, a Minnesota municipal corporation.

1.4. CITY ENGINEER. “CITY ENGINEER” means the City Engineer of the City of Dayton or delegates.

1.5. CITY WARRANTIES. “CITY WARRANTIES” means all CITY WARRANTIES identified in Article 12 of this DEVELOPMENT AGREEMENT.

1.6. COMMUNITY DEVELOPMENT DIRECTOR. “COMMUNITY DEVELOPMENT DIRECTOR” means the Community Development Director of the City of Dayton or delegates.

1.7. COUNCIL. “COUNCIL” means the Council of the City of Dayton.

1.8. COUNTY. “COUNTY” means Hennepin County or Wright County, Minnesota.

1.9. DEVELOPER. “DEVELOPER” means Sundance Woods, LLC, a a Minnesota Limited Liability Company.

1.10. DEVELOPER DEFAULT. “DEVELOPER DEFAULT” means and includes, jointly and severally, any of the following or any combination thereof:

- a) failure by the DEVELOPER to timely pay the CITY any money required to be paid under the DEVELOPMENT AGREEMENT;
- b) failure by the DEVELOPER to timely construct the DEVELOPER IMPROVEMENTS according to the DEVELOPMENT PLANS and the CITY standards and specifications;
- c) failure by the DEVELOPER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT AGREEMENT; or
- d) breach of the DEVELOPER WARRANTIES.

1.11. DEVELOPER IMPROVEMENTS. “DEVELOPER IMPROVEMENTS” means and includes, individually and collectively, all the improvements identified in Article 4.

1.12. DEVELOPER WARRANTIES. “DEVELOPER WARRANTIES” means all DEVELOPER WARRANTIES identified in Article 10 of this DEVELOPMENT AGREEMENT.

1.13. DEVELOPMENT AGREEMENT. “DEVELOPMENT AGREEMENT” means this instant agreement by and among the CITY and DEVELOPER.

1.14. DEVELOPMENT PLANS. “DEVELOPMENT PLANS” means all the street infrastructure, utility and grading plans, drawings, specifications, and surveys dated May 26, 2026 and prepared by Sathre-Bergquist, Inc, including all revisions approved by the CITY ENGINEER, hereby incorporated by reference and made a part of this DEVELOPMENT AGREEMENT.

1.15. DEVELOPMENT PROJECT. “DEVELOPMENT PROJECT” means a mixed-use development to be known as DCM FARMS SECOND ADDITION that will be constructed on the DEVELOPMENT PROPERTY that is substantially in conformance with the FINAL PLAT.

1.16. DEVELOPMENT PROPERTY. “DEVELOPMENT PROPERTY” means that real property legally described on Exhibit A, attached hereto, upon which the DEVELOPMENT PROJECT will be constructed.

1.17. FINAL ACCEPTANCE. “FINAL ACCEPTANCE” means all conditions of a DEVELOPER IMPROVEMENT have been completed and approved by the CITY ENGINEER or COMMUNITY DEVELOPMENT DIRECTOR.

1.18. FINAL PLAT. “FINAL PLAT” means the FINAL PLAT, approved by the COUNCIL on June 23, 2026, attached hereto as Exhibit B.

1.19. FORCE MAJEURE. “FORCE MAJEURE” means acts of God, including, but not limited to floods, ice storms, blizzards, tornadoes, landslides, lightning and earthquakes (but not including reasonably anticipated weather conditions for the geographic area), riots, global pandemics, insurrections, war or civil disorder affecting the performance of work, blockades, power or other utility failures, and fires or explosions.

1.20. FORMAL NOTICE. “FORMAL NOTICE” means notices given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, addressed as follows:

If to CITY:

City of Dayton
Attention: City Administrator
12260 South Diamond Lake Road
Dayton, MN 55327

If to DEVELOPER:

Tom Dehn
Sundance Woods, LLC
6781 Highway 10 NW
Ramsey, MN 55303

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed as provided above, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

1.21. INDIRECT COSTS. “INDIRECT COSTS” means the costs related to:

- a) Finance, administration and legal costs; and
- b) Engineering services performed by CITY Staff; and
- c) Testing and Right of Way services; and
- d) Consulting engineering services.

1.22. OTHER REGULATORY AGENCIES. “OTHER REGULATORY AGENCIES” means and includes, individually and collectively, the following:

- a) Minnesota Department of Transportation
- b) Hennepin or Wright County
- c) Hennepin County Highway Department
- d) Elm Creek Watershed Management Commission
- e) Minnesota Department of Health
- f) Minnesota Pollution Control Agency
- g) Metropolitan Council
- h) Minnesota Department of Natural Resources
- i) Minnesota Board of Water and Soil Resources
- j) Any other regulatory or governmental agency or entity affected by or having jurisdiction over the DEVELOPER IMPROVEMENTS.

1.23. PRELIMINARY PLAT. “PRELIMINARY PLAT” means the preliminary plat approved by the COUNCIL.

1.24. SITE IMPROVEMENTS. “SITE IMPROVEMENTS” or “IMPROVEMENTS” means and includes, individually and collectively, all the improvements identified on Exhibit C and in Article 3.

1.25. UTILITY COMPANIES. “UTILITY COMPANIES” means and includes, jointly and severally, the following:

- a) Utility companies, including electric, gas and cable; and
- b) Pipeline companies.

ARTICLE 2
FINAL PLAT APPROVAL

2.1. FINAL PLAT APPROVAL. The COUNCIL approved the FINAL PLAT. All conditions contained in the COUNCIL Resolution for the FINAL PLAT shall be considered a condition of this DEVELOPMENT AGREEMENT and are incorporated herein.

2.2. RECORDING OF FINAL PLAT. The DEVELOPER shall record the FINAL PLAT and this DEVELOPMENT AGREEMENT with the COUNTY Recorder. No building permits shall be issued unless the DEVELOPER shows evidence to the CITY that the FINAL PLAT and this DEVELOPMENT AGREEMENT have been recorded with the COUNTY Recorder and the CITY has received the financial obligations required in Article 15.

ARTICLE 3
SITE IMPROVEMENTS

3.1. SITE IMPROVEMENTS. The DEVELOPER shall construct and install, at its own cost, all SITE IMPROVEMENTS as follows in accordance with city standards for making public improvements

- Sanitary Sewer
- Water
- Streets, curb and gutter
- Sidewalks and trails
- Storm sewers and storm water holding areas
- Boulevard sod
- Landscaping
- Grading
- Wetland buffers
- Setting of iron monuments, surveying and staking
- Street signs, traffic control signs, and street lighting

The estimated costs of the SITE IMPROVEMENTS are on Exhibit C.

3.2. AREA CHARGES. The CITY imposes area charges for sanitary sewer, water and storm sewer impacts to all new developments pursuant to City Code Section 1002.09, (Basic Improvements Required) and the Fee Schedule. Such Area Charges are identified on Exhibit C.

ARTICLE 4
DEVELOPER IMPROVEMENTS

4.1. DEVELOPER IMPROVEMENTS. The DEVELOPER shall install, at its own cost, the DEVELOPER IMPROVEMENTS in accordance with the DEVELOPMENT PLANS and in accordance with the approvals of the CITY Council, and all ordinances and PRELIMINARY and

FINAL PLAT resolutions of the CITY or any amendments thereto and any Miscellaneous Requirements and Conditions on Exhibit D.

4.2. GROUND MATERIAL. The DEVELOPER shall ensure that adequate and suitable ground material shall exist in the areas of public street and utility improvements and shall guarantee the removal, replacement or repair of substandard or unstable material through the warranty period. The cost of said removal, replacement or repair is the responsibility of the DEVELOPER.

4.3. GRADING/DRAINAGE PLAN, EASEMENTS AND HOURS OF CONSTRUCTION ACTIVITIES.

- a) The DEVELOPER shall construct drainage facilities adequate to serve the DEVELOPMENT PROJECT in accordance with the DEVELOPMENT PLANS. The DEVELOPER agrees to grant to the CITY all necessary outlots and easements for the access to and preservation and maintenance of the drainage system, for drainage basins and for utility service and for utility looping. The DEVELOPER shall enter into any easement agreements and stormwater maintenance agreements with the CITY that are deemed necessary to fulfill the obligations of this Section and required in Exhibit D. The grading and drainage plan shall include lot and building elevations, drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform to the overall CITY storm sewer plan. The grading of the site shall be completed in conformance with the DEVELOPMENT PLANS, subject only to such design criteria and engineering design and construction specifications as are used in the DEVELOPMENT PLANS notwithstanding any amendment or change to CITY standards for development subsequent to approval of the FINAL PLAT.
- b) The DEVELOPER shall dedicate drainage and utility easements as shown on the FINAL PLAT. Additional utility and drainage easements that may be required by the CITY may be granted by an acceptable document as approved by the CITY. Prior to issuance of a certificate of occupancy to a BUILDER for any dwelling unit constructed on a lot within the subdivision, a certificate of compliance by a land surveyor must be submitted to the CITY by the BUILDER reflecting conformance with the approved grading plan and confirming that the lot corner monuments are installed. The DEVELOPER shall provide the CITY an as-built survey of the DEVELOPMENT PROPERTY in PDF and AUTOCAD format after the final rough grading is complete for review and approval by the CITY ENGINEER prior to development utility installation.
- c) Building construction and general construction activities are limited to Monday through Friday between the hours 7:00 AM and 7:00 PM and on Saturday between the hours of 8:00 AM and 4:00 PM. Site grading/excavation and street and utility construction activities are limited to Monday through Friday between the hours 7:00 AM and 7:00 PM and on Saturday between the hours of 8:00 AM and 4:00 PM. Building construction and construction activities are not allowed on CITY-observed holidays, unless agreed to in advance by the CITY ENGINEER.

4.4. GRADING OF PUBLIC STREETS. The DEVELOPER must grade, in accordance with the grading plan provided to and approved by the CITY, all public streets, boulevards, driveways and other public lands, if any, and other lands shown in the approved grading plan. If the DEVELOPER does not perform the work required by this paragraph, the CITY will complete all work required of the DEVELOPER. The DEVELOPER will be financially responsible for payments for this work, which will be assessed as provided in Section 16.2.

4.5. INTERIM BITUMINOUS STREET. The DEVELOPER may be required to construct a bituminous wedge for the roadways within the FINAL PLAT as directed by the CITY ENGINEER. A bituminous ramping wedge to protect the concrete lip from snowplow damage shall be installed with the bituminous base course. Prior to paving the bituminous wear course, the ramping wedge must be milled off. The CITY will thoroughly inspect all curb and gutter for damage prior to the installation of the bituminous wear course and may require repairs and/or replacement by the DEVELOPER depending on the severity of damage. The DEVELOPER is responsible for the replacement of any damaged sidewalk or curb. The BUILDER will be responsible to preserve and protect the public roadway and any sidewalk/trail. Final acceptance of the required improvements by the CITY will not be granted until all work, including final wear course, is completed. The DEVELOPER shall install the bituminous wear course of streets at the direction of the CITY ENGINEER but not before 90% of the residences have final Certificate of Occupancy.

4.6. PUBLIC STREET MAINTENANCE. The DEVELOPER is responsible for all maintenance, upkeep and repair of all public streets contained within the FINAL PLAT from initiation of construction through final acceptance by the CITY.

4.7. STREET SWEEPING. The DEVELOPER is responsible for the removal of all construction debris and earth materials within the public right-of-way typically resulting from new home construction activities. The CITY will inspect the roadways to ensure the DEVELOPER is keeping all public roadway surfaces clean. If any portion of a public roadway surface is found in an unacceptable condition, the CITY will have appropriate equipment dispatched to the site and all costs associated with the clean-up effort will be billed to the DEVELOPER. The DEVELOPER shall pay the CITY's invoice within 30 days of the date of the invoice.

4.8. STREET SIGNS. The DEVELOPER shall be financially responsible for the installation of street identification signs and non-mechanical and non-electrical traffic control signs. Street signs will be in conformance with CITY standards. Final street names will be approved by the CITY. The actual number and location of signs to be installed shall be determined by the CITY and actual installation shall be performed by CITY authorized personnel.

4.9. SOD. The DEVELOPER agrees that the BUILDER must sod all boulevard strips where concrete curb and gutter is required, at the BUILDER's expense in the entire FINAL PLAT: For a lot where the certificate of occupancy is issued between August 1 and May 1 of the following year, completion of the work described in this paragraph shall be completed by the BUILDER by June 15; for a lot where the certificate of occupancy is issued between May 1 and July 31, completion of the work described in this paragraph shall be completed by the BUILDER by the September 15.

Notwithstanding anything to the contrary in this DEVELOPMENT AGREEMENT, it is agreed that in lieu of the BUILDER installing sod on each lot, the BUILDER may provide to a lot owner a certificate that entitles the lot owner to have sod delivered to that lot at the owner's request for installation by the lot owner. Boulevards within pond access routes must be sodded by the DEVELOPER.

4.10. BOULEVARD AND AREA RESTORATION. All boulevards shall be permanently sodded within 30 days of final grading, with the exception of those boulevards directly adjacent to buildable lots. These boulevards may be temporarily seeded until the lot is final graded, and the as-built approved, and then sod shall be installed. The DEVELOPER shall restore all other areas disturbed by the development grading operation in accordance with the approved DEVELOPMENT PLANS, over the entire FINAL PLAT. Upon request of the CITY ENGINEER, the DEVELOPER shall remove the silt fences, biolog, inlet protection, and construction entrance after grading and construction have occurred.

4.11. LOT CORNER MONUMENTS. The DEVELOPER shall install all subdivision lot corner monumentation within one year from the date of recording the FINAL PLAT, or the monumentation shall be installed on a per lot basis at the time the building permit for the subject lot is issued, whichever occurs first. At the end of the one-year period from recording of this DEVELOPMENT AGREEMENT, the DEVELOPER shall submit to CITY ENGINEER written verification by a registered land surveyor that the required monuments have been installed throughout the FINAL PLAT.

4.12. RESERVED.

4.13. STREET MAINTENANCE, RESTORATION, ACCESS AND REPAIR DURING CONSTRUCTION. The DEVELOPER shall clear, on a daily basis, any soil, earth or debris from the streets and wetlands within or adjacent to the FINAL PLAT resulting from the grading or building on the land within the FINAL PLAT by the DEVELOPER or its agents, and shall restore to the CITY's specifications any gravel base contaminated by mixing construction or excavation debris, or earth in it, and repair to the CITY's specifications any damage to bituminous surfacing resulting from the use of construction equipment.

Furthermore, the DEVELOPER shall maintain reasonable access to any occupied buildings within the FINAL PLAT, including necessary street maintenance such as grading, graveling, patching and snow removal prior to permanent street surfacing. The DEVELOPER agrees to perform and assume all responsibilities relating to snow removal and ice control, if the streets have not been accepted for winter maintenance by the CITY ENGINEER by October 15. Completion of the work described in the paragraph shall be completed within fifteen (15) days after notice by the CITY to the DEVELOPER that repair or restoration is required. Saturday working hours for the site grading/street and utility construction shall be 8:00 a.m. – 4:00 p.m.

4.14. OCCUPANCY AND ACCESS. No building permit for any lot shall be issued until the DEVELOPER has constructed a temporary access consisting of a bituminous surface base that is acceptable in design by the CITY and the conditions on Exhibit D have been

followed. Special consideration may be given for model home building permits if approved by the CITY's Building Official and Fire Marshal as follows:

- i. Model home permits may be issued after Class V gravel base and water utilities have been installed to serve the lots for the model homes so long as "Out of Service" hydrant tags have been installed on all out of service hydrants within the development.

No temporary certificate of occupancy for any lot shall be issued until the DEVELOPER has constructed a temporary bituminous roadway that is accessible in design by the CITY and water and sanitary sewer improvements are installed, tested, televised, reviewed and available for use, unless approved by the CITY ENGINEER, FIRE MARSHAL, AND BUILDING OFFICIAL. Hydrant tags must also be removed. No certificate of occupancy for any lot within the FINAL PLAT shall be issued until the first lift of street pavement and the pavement wedge has been installed. Furthermore, the DEVELOPER is responsible for the construction and cost of constructing any necessary temporary bituminous roadway before the public roadway is constructed and shall maintain reasonable access to any occupied home or homes, including necessary street maintenance prior to permanent street improvements that are accepted by the CITY.

4.15. DRIVEWAYS. Upon building a residence on a lot, the BUILDER shall construct a concrete or bituminous surface driveway for the lot in accord with CITY approved standards. For a lot for which a certificate of occupancy is issued between August 1 and May 1 of the following year, completion of the work described in this paragraph must be completed by June 15; for a lot for which a certificate of occupancy is issued between May 1 and July 31, completion of the work described in this paragraph shall be completed by September 15.

4.16. VEGETATION AND TREES. The DEVELOPER shall comply with CITY ordinances and policies related to preservation of vegetation and trees and specifically shall exercise reasonable efforts in residential areas to save mature, non-diseased trees and vegetation on the subject land which do not have to be removed for reasonable installation of buildings, streets, utilities or drainage improvements, construction activities related thereto, or site grading. Prior to any excavation, the DEVELOPER shall require a certified arborist to install tree protection on all trees that are to be saved and to mark trees such trees with a red band prior to any excavation. All diseased trees shall be removed according to CITY ordinance requirements.

4.17. LANDSCAPING. The responsibility for landscaping requirements are as follows:

- a) The DEVELOPER is responsible for:
 - i. Installing all landscaping improvements and irrigation shown on the DEVELOPER's approved landscape plan.
 - ii. Installing sod in the boulevard (area between curb and property line).
 - iii. Seeding and mulching areas of disturbed soil.

- b) The DEVELOPER will be financially responsible for the work outlines in Section 4.17(a), which shall be secured by a Letter of Credit described in Exhibit C.
- c) The DEVELOPER or BUILDER shall be responsible for installing all additional landscaping on individual lots.

4.18. EROSION CONTROL. The DEVELOPER shall provide and follow a plan for erosion control and pond maintenance in accord with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency's on-line Stormwater Manual and as stated in the grading permit issued by the CITY. Such plan shall be detailed on the DEVELOPMENT PLANS and shall be subject to approval of the CITY ENGINEER. The DEVELOPER shall install and maintain such erosion control structures as appear necessary under the DEVELOPMENT PLANS, or as it becomes necessary subsequent thereto. The DEVELOPER shall be responsible for all damage caused as the result of grading and excavation within the FINAL PLAT including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until all lots are final graded and improvements are completed. As a portion of the erosion control plan, the DEVELOPER shall seed or sod any disturbed areas in accordance with the DEVELOPMENT PLANS. After the site is rough graded, the DEVELOPER must provide erosion control devices that are reasonably required by the CITY. The parties recognize that time is of the essence in controlling erosion. If the DEVELOPER does not provide erosion control, the CITY may, after a twenty-four (24) hour notice, take appropriate action to control erosion. The CITY may, without notice draw upon any posted financial guarantee to pay costs incurred by the CITY in controlling erosion within the FINAL PLAT, or at the CITY's option, assess the additional costs incurred as part of the DEVELOPER IMPROVEMENTS.

4.19. PROHIBITION ON TRANSFER OF RESPONSIBILITY. The DEVELOPER must not transfer or assign its responsibility to perform the requirements of street sweeping, street signs, street maintenance, restoration, access and repair, landscaping, and erosion control to any lot purchaser or BUILDER of a home on any lot within the FINAL PLAT. Notwithstanding the foregoing, it is agreed that DEVELOPER may transfer its responsibility for sod installation, provided DEVELOPER remains liable for the performance thereof and it is understood and agreed that upon transfer of the NPDES permit to the BUILDER or buyer of an individual lot, all responsibilities subsumed under the said NPDES permit specific to the subject lot shall, thereafter, be the BUILDER's or buyer's responsibility and not DEVELOPER's responsibility.

4.20. WEED/GRASS MAINTENANCE. The DEVELOPER must not allow or permit within the FINAL PLAT, excluding land deeded to the CITY for public purposes, any weeds, grass, brush, or other rank vegetation to a height greater than eight (8) inches, or permit any accumulation of dead weeds, grass or brush. In the event the DEVELOPER fails to comply with this provision, the CITY may give the DEVELOPER notice to cut or remove material in violation of this paragraph. All costs of cutting or removing incurred by the CITY must be paid by the DEVELOPER or assessed against the property that is in violation. The DEVELOPER shall maintain all CITY outlots until acceptance in writing by the CITY.

4.21 SPECIFICATIONS, INSPECTIONS AND RECORD DRAWINGS. Unless otherwise stated, all of the required improvements for the DEVELOPMENT PROJECT shall

conform to engineering standards and specifications as required by the CITY. Such DEVELOPER IMPROVEMENTS shall be subject to inspection and approval and shall be made in sequence as determined by the CITY ENGINEER. Plans and specifications for the required improvements shall be submitted to the CITY ENGINEER in a type and format specified by the CITY ENGINEER for review and approval. The DEVELOPER shall retain a testing consultant, approved by the CITY, to complete necessary third-party testing of all materials, soil compaction and other infrastructure systems as required by CITY infrastructure specifications, and shall direct that the consultant provide copies of all test reports to the CITY at the same time as they are provided to the DEVELOPER. The DEVELOPER shall provide proof to the CITY prior to the onset of construction activities that it has a valid contract with said testing consultant. If any utility or other improvements are required as part of the CITY'S approval process, those improvements shall be inspected by a CITY designated inspector for compliance with CITY standards and the approved DEVELOPMENT PLANS. The CITY ENGINEER shall determine the estimated cost of inspection services which amount is set forth in Exhibit C. The CITY will pay all improvement inspection costs incurred from escrowed funds deposited with the CITY by the DEVELOPER in an amount estimated on Exhibit C, but the DEVELOPER shall pay the actual amount determined by the CITY ENGINEER. Excess funds will be returned to the DEVELOPER upon completion and acceptance of the DEVELOPMENT PROJECT. If escrowed funds deposited with the CITY are insufficient to cover the inspection costs, the DEVELOPER shall deposit additional funds to cover the estimated overage in accordance with this Section. The COMMUNITY DEVELOPMENT DIRECTOR will notify the DEVELOPER when the escrow must be replenished, and the DEVELOPER agrees to replenish the escrow account in the amount requested by the COMMUNITY DEVELOPMENT DIRECTOR within ten (10) calendar days. If the DEVELOPER fails to replenish the escrow, then the CITY may pause inspections until the escrow is replenished. Upon completion of the required DEVELOPER IMPROVEMENTS the DEVELOPER'S engineer of record shall send as-built grading and utility drawings and certifying compliance to the CITY'S engineering standards and specifications and with those costs paid by the DEVELOPER.

ARTICLE 5
PARK CONTRIBUTION REQUIREMENTS

5.1. **PARK DEDICATION.** The DEVELOPER shall comply with the park dedication requirements as defined in City Code 1002.08, Subd 10 (Dedication of Lands for Public Purposes). Park dedication fees identified in Exhibit C must be paid prior to the release of the FINAL PLAT.

ARTICLE 6
PERMITS, LICENSES AND OTHER APPROVALS

6.1. **PERMITS.** The DEVELOPER shall obtain all necessary approvals, permits and licenses from the CITY, the OTHER REGULATORY AGENCIES and the UTILITY COMPANIES, as identified on Exhibit E. Major design requirements of any such entities shall be determined prior to completion and incorporated into the DEVELOPMENT PLANS. All costs incurred to obtain said approvals, permits and licenses, and also all fines or penalties levied by any agency due to the failure of the DEVELOPER to obtain or comply with conditions of such approvals, permits and licenses,

shall be paid by the DEVELOPER. The DEVELOPER shall defend and hold the CITY harmless from any action initiated by the OTHER REGULATORY AGENCIES and the UTILITY COMPANIES resulting from such failures of the DEVELOPER.

ARTICLE 7
OTHER DEVELOPMENT REQUIREMENTS

7.1. **MISCELLANEOUS REQUIREMENTS.** Any additional requirements to approval of the FINAL PLAT and DEVELOPMENT PLANS as specified by the COUNCIL are incorporated herein and identified on Exhibit D.

7.2. **CUL DE SAC REMOVAL.** If applicable, DEVELOPER shall remove the temporary cul de sac on [REDACTED] and restore the area as necessary, including sod and extension of the sprinkler system.

7.3. **TREE PRESERVATION.** The DEVELOPER shall comply with the tree preservation and protection as shown the DEVELOPER's approved tree preservation plan.

7.4.

7.5. **OUTLOT DEDICATION.** The DEVELOPER shall dedicate Outlot G and Outlot H to the CITY. The HOA shall maintain any monument sign and landscaping located on Outlot H.

ARTICLE 8
WARRANTY PERIOD

8.1. **WARRANTY PERIOD.** CITY ENGINEER or COMMUNITY DEVELOPMENT DIRECTOR, as deemed appropriate depending on the type of DEVELOPER IMPROVEMENTS, will provide written notice to the DEVELOPER of FINAL ACCEPTANCE and commencement of the warranty period.

8.2. **WARRANTY ON PROPER WORK AND MATERIALS.** The DEVELOPER warrants all work required to be performed by it under this DEVELOPMENT AGREEMENT against defective material and faulty workmanship after FINAL ACCEPTANCE for the period of time as stated below:

- a) One (1) growing season for sod, trees, and landscaping. The warranty shall commence after inspection by the CITY All plants shall be alive, of good quality, and disease-free at the end of the warranty period or be replaced. Any replacements shall be warranted for one (1) growing season from the time of inspection by the CITY.
- b) One (1) year for streets, sidewalks, and trails. The warranty shall include the obligation of the DEVELOPER to repair and correct any damage to or deficiency in such improvements during the warranty period. The warranty period shall commence after the final wear course has been installed and accepted by the CITY.

- c) Two (2) years for water, sewer, and storm water utilities. The warranty period shall commence following competition and acceptance by the CITY.

ARTICLE 9
RESPONSIBILITY FOR COSTS

9.1. DEVELOPER AND SITE IMPROVEMENT COSTS. The DEVELOPER shall pay for the DEVELOPER IMPROVEMENTS and SITE IMPROVEMENTS, including all costs of persons doing work or furnishing skills, tools, machinery or materials, or insurance premiums or equipment or supplies and all just claims for the same. The CITY shall be under no obligation to pay the contractor or any subcontractor any sum whatsoever on account thereof, whether or not the CITY shall have approved the contract or subcontract. Such SITE IMPROVEMENTS are identified on Exhibit C.

The DEVELOPER is responsible for contracting and paying for the street and utility testing costs. The CITY's designated inspector on the DEVELOPMENT PROJECT will coordinate the street and utility testing activities. All testing reports shall be sent to the CITY with a copy to the DEVELOPER.

If deductions are owed on the street and utility construction pursuant to the MNDOT standards for construction, then these deductions will be paid by DEVELOPER to CITY within thirty (30) days after DEVELOPER receives notices of such deductions.

9.2. MISCELLANEOUS AND AREA CHARGES. The DEVELOPER shall reimburse the CITY for all miscellaneous costs and Area Charges incurred or to be incurred by the CITY in connection with this DEVELOPMENT AGREEMENT. Such costs are identified on Exhibit C.

9.3. ENFORCEMENT COSTS. The DEVELOPER shall pay the CITY for costs incurred in the enforcement of this DEVELOPMENT AGREEMENT, including engineering costs and reasonable attorneys' fees.

9.4. TIME OF PAYMENT. The DEVELOPER shall pay all bills from the CITY within thirty (30) days after billing. Bills not paid within thirty (30) days shall bear interest at the rate of eight percent (8%) per year.

ARTICLE 10
DEVELOPER WARRANTIES

10.1. STATEMENT OF DEVELOPER WARRANTIES. The DEVELOPER hereby warrants and represents the following:

- a) **AUTHORITY.** The DEVELOPER is the fee title owner of the DEVELOPER parcels identified in the DEVELOPMENT PROPERTY on Exhibit A and in the FINAL PLAT and has the right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT AGREEMENT, and no approvals or

consents of any persons are necessary in connection with the authority of DEVELOPER to enter into and perform its obligations under this DEVELOPMENT AGREEMENT.

- b) **NO DEFAULT.** The DEVELOPER is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this DEVELOPMENT AGREEMENT. The DEVELOPER is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this DEVELOPMENT AGREEMENT by the DEVELOPER or prohibit any of the transactions provided for in this DEVELOPMENT AGREEMENT.
- c) **PRESENT COMPLIANCE WITH LAWS.** The DEVELOPER has complied with and is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the FINAL PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS. The DEVELOPER is not aware of any pending or threatened claim of any such violation.
- d) **CONTINUING COMPLIANCE WITH LAWS.** The DEVELOPER will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the FINAL PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS.
- e) **NO LITIGATION.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or threatened against or affecting DEVELOPER or the FINAL PLAT or the DEVELOPMENT PLANS or the DEVELOPER IMPROVEMENTS. The DEVELOPER is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.
- f) **FULL DISCLOSURE.** None of the representatives and warranties made by the DEVELOPER or made in any exhibit hereto or memorandum or writing furnished or to be furnished by the DEVELOPER or on its behalf intentionally contains or will contain any untrue statement of material fact or intentionally omit any material fact the omission of which would be misleading. Any unintentional untrue statements or omissions shall be corrected or cured within thirty (30) days after the DEVELOPER receives FORMAL NOTICE or obtains knowledge of such error, unless an extension is granted by the CITY.
- g) **PLAT COMPLIANCE.** The FINAL PLAT and the DEVELOPMENT PLANS comply with all CITY, COUNTY, metropolitan, state and federal laws and

regulations, including but not limited to, subdivision ordinances, zoning ordinances and environmental regulations.

- h) **OBTAINING PERMITS.** The DEVELOPER shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before the DEVELOPER IMPROVEMENTS may be lawfully constructed. A list of the CITY permits, licenses, and approvals required is identified on Exhibit E.
- i) **HOMEOWNERS' ASSOCIATION.** The DEVELOPER shall set up a Homeowners' Association that governs the rights and responsibilities of the individual property owners prior to release of the PLAT. The DEVELOPER shall specifically incorporate the responsibilities of the Homeowners' Association that are identified in this DEVELOPMENT AGREEMENT as being the responsibilities of the Homeowners' Association as identified on Exhibit F.

ARTICLE 11 **OVERSIZING OF INFRASTRUCTURE OR FACILITIES**

11.1 OVERSIZE _____. The DEVELOPER will construct _____ and the CITY will reimburse the DEVELOPER through credits in the amount on Exhibit C.

11.2 WAIVER. The DEVELOPER waives any takings claim against the CITY under federal or state law relating to the oversizing set forth in this Article 11 and agrees the credits equal the cost of the oversizing.

ARTICLE 12 **CITY WARRANTIES**

12.1. STATEMENT OF CITY WARRANTIES. The CITY hereby warrants and represents as follows:

- a) **ORGANIZATION.** The CITY is a municipal corporation duly incorporated and validly existing in good standing the laws of the State of Minnesota.

ARTICLE 13 **INDEMNIFICATION OF CITY**

13.1. INDEMNIFICATION OF CITY. Provided the CITY is not in DEFAULT under the DEVELOPMENT AGREEMENT with respect to the particular matter causing the claim, loss or damage, the DEVELOPER shall indemnify, defend and hold the CITY, its COUNCIL, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages,

recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the CITY incurs or suffers, which arise out of, result from or relate to:

- a) breach by the DEVELOPER of the DEVELOPER WARRANTIES;
- b) failure of the DEVELOPER to timely construct the DEVELOPER IMPROVEMENTS according to the DEVELOPMENT PLANS and the CITY ordinances, standards and specifications;
- c) failure by the DEVELOPER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT AGREEMENT;
- d) failure by the DEVELOPER to pay contractors, subcontractors, laborers, or materialmen;
- e) failure by the DEVELOPER to pay for materials;
- f) approval by the CITY of the FINAL PLAT;
- g) approval by the CITY of the DEVELOPMENT PLANS;
- h) failure to obtain the necessary permits and authorizations to construct the DEVELOPER IMPROVEMENTS;
- i) construction of the DEVELOPER IMPROVEMENTS;
- j) delays in construction of the DEVELOPER IMPROVEMENTS;
- k) payment by the DEVELOPER for any required costs or assessments;
- l) all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the DEVELOPER IMPROVEMENTS.

13.2. NOTICE. Within a reasonable period of time after the CITY's receipt of actual notice of any matter giving rise to a right of payment against the CITY pursuant to Section 13.1, the CITY shall give the FORMAL NOTICE in reasonable detail to the DEVELOPER. The DEVELOPER shall not be obligated to make any payment to the CITY for any such claim until the passage of thirty (30) days from the date of its receipt of FORMAL NOTICE from the CITY, during which time the DEVELOPER shall have the right to cure or remedy the event leading to such claim.

13.3. DEFENSE OF CLAIM. Provided the CITY is not in DEFAULT under the DEVELOPMENT AGREEMENT with respect to the particular matter causing the claim or demand, with respect to claims or demands asserted against the CITY by a third party of the nature covered by Section 13.1, and provided that the CITY gives FORMAL NOTICE thereof, the DEVELOPER will,

at its sole expense, provide for the defense thereof with counsel of its own selection but approved by the CITY. The DEVELOPER will pay all costs and expenses including attorneys' fees incurred in so defending against such claims, provided that the CITY shall at all times also have the right to fully participate in the defense at the CITY's expense. If the DEVELOPER fails to defend, the CITY shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the claim or other matter, for the account of and at the risk of the DEVELOPER.

ARTICLE 14
CITY REMEDIES UPON DEVELOPER DEFAULT

14.1. CITY REMEDIES. If a DEVELOPER DEFAULT occurs, that is not caused by FORCE MAJEURE, the CITY shall give the DEVELOPER FORMAL NOTICE of the DEVELOPER DEFAULT and the DEVELOPER shall have thirty (30) days to cure the DEVELOPER DEFAULT. If the DEVELOPER, after FORMAL NOTICE to it by the CITY, does not cure the DEVELOPER DEFAULT, then the CITY may avail itself of any remedy afforded by law and any of the following remedies:

- a) the CITY may specifically enforce this DEVELOPMENT AGREEMENT;
- b) the CITY may suspend any work, improvement or obligation to be performed by the CITY;
- c) the CITY may collect or draw on the irrevocable letter of credit ("LOC") or cash deposit pursuant to Article 15 hereof;
- d) the CITY may suspend or deny building and occupancy permits for buildings within the FINAL PLAT; or
- e) the CITY may, at its sole option, perform the work or improvements to be performed by the DEVELOPER, in which case the DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any costs and expenses incurred by the CITY. In the alternative, the CITY may in whole or in part, specially assess any of the costs and expenses incurred by the CITY, and the DEVELOPER hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessment resulting therefrom, including, but not limited to, notice and hearing requirement and any claim that the special assessments exceed benefit to the FINAL PLAT. The DEVELOPER hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

14.2. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. In the event any agreement contained in this DEVELOPMENT AGREEMENT is breached by the DEVELOPER and thereafter waived in writing by the CITY, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder. All waivers by the CITY must be in writing.

14.3. NO REMEDY EXCLUSIVE. No remedy herein conferred upon or reserved to the CITY shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the DEVELOPMENT AGREEMENT or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the CITY to exercise any remedy reserved to it, it shall not be necessary to give notice, other than the FORMAL NOTICE.

14.4. EMERGENCY. Notwithstanding the requirement contained in Section 14.1 hereof relating to FORMAL NOTICE to the DEVELOPER in case of a DEVELOPER DEFAULT and notwithstanding the requirement contained in Section 14.1 hereof relating to giving the DEVELOPER a right to cure the DEVELOPER DEFAULT, in the event of an emergency as determined by the CITY ENGINEER, resulting from the DEVELOPER DEFAULT, the CITY may perform the work or improvement to be performed by the DEVELOPER without giving any notice or FORMAL NOTICE to the DEVELOPER and without giving the DEVELOPER the right to cure the DEVELOPER DEFAULT. In such case, the DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any and all costs incurred by the CITY. In the alternative, the CITY may, in whole or in part, specially assess the costs and expenses incurred by the CITY, and the DEVELOPER hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessments resulting therefrom, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed benefit to the FINAL PLAT. The DEVELOPER hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

ARTICLE 15 **FINANCIAL OBLIGATIONS**

15.1. DEVELOPER'S LETTER OF CREDIT AMOUNT. Prior to release of the FINAL PLAT for recording, the DEVELOPER shall deposit with the CITY an irrevocable letter of credit for the amounts required in Exhibit C. The letter of credit shall be for 120% of the original cost of the DEVELOPER IMPROVEMENTS. In lieu of an irrevocable letter of credit, DEVELOPER may deposit cash or other security acceptable to CITY. It is the CITY's sole discretion to accept other security.

All cost estimates shall be acceptable to the CITY ENGINEER. The bank and form of the irrevocable letter of credit shall be subject to approval by the CITY Finance Director and shall continue to be in full force and effect until released by the CITY. The irrevocable LOC shall be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates, and further provided that the irrevocable LOC states that at least sixty (60) days prior to the expiration date the bank will notify the CITY if the bank elects not to renew for an additional period. The irrevocable LOC shall secure compliance by the DEVELOPER with the terms of this DEVELOPMENT AGREEMENT. The CITY may draw down on the irrevocable LOC or cash deposit, without any further notice than that provided in Section 14.1 relating to a DEVELOPER DEFAULT, for any of the following reasons:

- a) a DEVELOPER DEFAULT; or
- b) upon the CITY receiving notice that the irrevocable LOC will be allowed to lapse prior to the end of the warranty periods in this DEVELOPMENT AGREEMENT.

The CITY shall use the letter of credit proceeds to reimburse the CITY for its costs and to cause the DEVELOPER IMPROVEMENTS to be constructed to the extent practicable; if the CITY ENGINEER determines that such DEVELOPER IMPROVEMENTS have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 15.2, the remaining proceeds shall be distributed to the DEVELOPER.

With CITY approval, the irrevocable letter of credit may be reduced pursuant to Section 15.2 from time to time as financial obligations are paid.

15.2. LETTER OF CREDIT AND ESCROW RELEASE. The DEVELOPER may request that the letter of credit or cash deposits required by the DEVELOPMENT AGREEMENT be reduced at the following intervals:

- a) Substantial completion of the mass site grading activities;
- b) Final completion of the mass site grading activities;
- c) Substantial completion of the sanitary sewer, water main, and storm sewer installation;
- d) Substantial completion of the streets and streetlights;
- e) Final completion of the initial public improvements.

The letter of credit or cash deposits may be administratively reduced by the CITY ENGINEER by 50% after full installation or completion of the aforementioned items, pending verification of as-builts and completion of punch list items. Upon verification of as-builts that confirm the location and construction of the aforementioned items and completion of punch list items, the DEVELOPER may request the letter of credit or cash deposits be reduced by 75% of the original amounts.

Following the expiration of the warranty periods, all letters of credit and cash escrows will be released.

If it is determined by the CITY that the DEVELOPMENT PLANS were not strictly adhered to, or that work was done without CITY inspection, the CITY may require, as a condition of acceptance, that the DEVELOPER post an irrevocable letter of credit, or cash deposit equal to 125% of the estimated amount necessary to correct the deficiency or to protect against deficiencies arising therefrom. In the event that work, which is concealed, was done without permitting CITY inspection,

then the CITY may, in the alternative, require the concealed condition to be exposed for inspection purposes. Letter of credit reductions will be processed within 30 days of DEVELOPER request.

15.3. DEVELOPER'S CASH REQUIREMENTS AND ESCROWS. At the time that the DEVELOPMENT AGREEMENT is approved, the DEVELOPER shall deposit cash to pay the fees and fund escrows with the CITY for those items and in the amounts required on Exhibit C.

15.4. BUILDER'S CASH FEES AND CASH ESCROW REQUIREMENTS. The DEVELOPER shall notify each BUILDER that certain building permit fees and an escrow shall be required prior to the issuance of a building permit for each lot for those items and in the amount stated on Exhibit H, attached hereto. If the DEVELOPER is the only BUILDER pulling building permits, the CITY, in its sole discretion, may accept an irrevocable LOC from the DEVELOPER for each lot, in an amount equal to or exceeding the total amount of cash escrow requirement that would otherwise be required under this paragraph.

15.5. FERNBROOK LANE IMPROVEMENTS. The DEVELOPER shall pay to the City the balance of \$2,000,000 (\$1,875,000) toward improvements to the intersection of Fernbrook Lane (CSAH 121) and 114th Avenue prior to the city releasing the Final Plat of DCM Farms Second Addition for recording. At the City Council's discretion, any excess funds may be applied toward plans and/or improvements to Fernbrook Lane intersections with Rush Creek Parkway, and/or 117th Avenue. Any interest earned on the \$1,875,000 held by the City shall be divided by the City and the Developer. The City shall expend such funds (\$2,000,000) within ten years after submittal, or the remaining shall be returned to the DEVELOPER.

ARTICLE 16 **MISCELLANEOUS**

16.1. CITY'S DUTIES. The terms of this DEVELOPMENT AGREEMENT shall not be considered an affirmative duty upon the CITY to complete any DEVELOPER IMPROVEMENTS.

16.2. ADDITIONAL IMPROVEMENTS. If the DEVELOPER fails to construct the DEVELOPER IMPROVEMENTS, the CITY at its option, may install and construct the DEVELOPER IMPROVEMENTS. In such case, the CITY, at its option, may specially assess the cost wholly or in part therefore under Minnesota Statutes Chapter 429, or may draw on the irrevocable LOC or cash deposit. If the CITY specially assesses the cost of any portion thereof, then the DEVELOPER hereby waives any and all procedural and substantive objections to the installation of the improvements and the special assessments, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed the benefit to the FINAL PLAT. The DEVELOPER waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The DEVELOPER acknowledges that the benefit from the improvements equal or exceed the amount of the special assessments.

16.3. NO THIRD PARTY RECOURSE. Third parties shall have no recourse against the CITY under this DEVELOPMENT AGREEMENT.

16.4. VALIDITY. If any portion, section, subsection, sentence, clause, paragraph or phrase of this DEVELOPMENT AGREEMENT is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this DEVELOPMENT AGREEMENT.

16.5. RECORDING. The DEVELOPMENT AGREEMENT and PLAT shall be recorded with the COUNTY Recorder, and the DEVELOPER shall provide and execute any and all documents necessary to implement the recording.

16.6. BINDING AGREEMENT. The parties mutually recognize and agree that all terms and conditions of this recordable DEVELOPMENT AGREEMENT shall run with the land in the FINAL PLAT, and shall be binding upon the successors and assigns of the DEVELOPER. This DEVELOPMENT AGREEMENT shall also run with and be binding upon any after acquired interest of the DEVELOPER in the land made the subject of the FINAL PLAT.

16.7. CONTRACT ASSIGNMENT. The DEVELOPER may not assign this DEVELOPMENT AGREEMENT without the prior written consent of the COUNCIL, which approval will not be unreasonably withheld. In such case, the third-party buyer will be required to accept and assume all contractual and financial responsibilities provided in this DEVELOPMENT AGREEMENT. Upon satisfaction of such requirements by such third-party buyer, the DEVELOPER's obligations hereunder shall terminate. Absent approval of the COUNCIL, the DEVELOPER's obligations hereunder shall continue in full force and effect, even if the DEVELOPER sells one or more lots, the entire PLAT, or any part of it.

16.8. AMENDMENT AND WAIVER. The parties hereto may by mutual written agreement amend this DEVELOPMENT AGREEMENT in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this DEVELOPMENT AGREEMENT or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this DEVELOPMENT AGREEMENT, waive compliance by another with any of the covenants contained in this DEVELOPMENT AGREEMENT, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this DEVELOPMENT AGREEMENT. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this DEVELOPMENT AGREEMENT shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

16.9. GOVERNING LAW. This DEVELOPMENT AGREEMENT shall be governed by and construed in accordance with the laws of the State of Minnesota.

16.10. COUNTERPARTS. This DEVELOPMENT AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

16.11. HEADINGS. The subject headings of the paragraphs and subparagraphs of this DEVELOPMENT AGREEMENT are included for purposes of convenience only and shall not affect the construction of interpretation of any of its provisions.

16.12. INCONSISTENCY. If the DEVELOPMENT PLANS are inconsistent with the words of this DEVELOPMENT AGREEMENT or if the obligation imposed hereunder upon the DEVELOPER are inconsistent, then that provision or term which imposes a greater and more demanding obligation on the DEVELOPER shall prevail.

16.13. ACCESS. The DEVELOPER hereby grants to the CITY, its agents, employees, officers, and contractors a license and right of entry to enter the DEVELOPMENT PROPERTY to perform all work and inspections deemed appropriate by the CITY during the installation of DEVELOPER IMPROVEMENTS and SITE IMPROVEMENTS.

16.14. RECITALS. The recitals contained in this DEVELOPMENT AGREEMENT are true and correct as of the Effective Date and are incorporated herein for all purposes.

16.15. EXHIBITS. The following exhibits are attached to this DEVELOPMENT AGREEMENT and are incorporated herein for all purposes.

Exhibit A: Development Property

Exhibit B: Final Plat

Exhibit C: Developer's Letter of Credit, Cash Requirement, and Escrows

Exhibit D: Miscellaneous Requirements and Conditions Imposed by the City

Exhibit E: Permits, Licenses and Other Approvals

Exhibit F: HOA Responsibilities

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

IN WITNESS WHEREOF, the parties have executed this DEVELOPMENT AGREEMENT.

**CITY:
CITY OF DAYTON**

By: _____

Dennis Fisher, Mayor

By: _____

Amy Benting, City Clerk

STATE OF MINNESOTA)

) ss.

COUNTY OF BLANK)

On this _____ day of _____, 202_, before me a Notary Public within and for said County, personally appeared _____ and _____ to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Dayton, the municipality named in the foregoing instrument, and that the said instrument was signed in behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

EXHIBIT A
DEVELOPMENT PROPERTY

Real property situated in the City of Dayton, County of Hennepin, State of Minnesota, legally described as:

PID: 33-120-22-13-0098
OUTLOT A, DCM FARMS

AND

PID: 33-120-22-14-0017
OUTLOT B, DCM FARMS

AND

PID: 33-120-22-14-0018
OUTLOT C, DCM FARMS

**EXHIBIT B
FINAL PLAT**

C.R. DOC. NO. _____

DCM FARMS SECOND ADDITION

KNOW ALL PERSONS BY THESE PRESENTS, That **Stadhouse 'Work, LLC**, a Minnesota limited liability company, owner of the following described property:

OTLOTA, DCM FARMS
AND
OTLOTA B, DCM FARMS
AND
OTLOTA C, DCM FARMS

Has caused the same to be surveyed and platted as **DCM FARMS SECOND ADDITION** and does hereby declare to the public for public use the change and utility easements is created by this plat. This instrument was acknowledged before me this _____ day of _____, 20____.

Signed: **Stadhouse 'Work, LLC**

Thomas Dehn, President

STATE OF MINNESOTA, COUNTY OF _____

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

Name: Public, _____ (Notary Printed Name)

My Commission Expires: _____

SUBSCRIBER'S CERTIFICATE

I, **Colin M. Tinn**, do hereby certify that this plat was prepared by me or under my direct supervision, that I am a duly Licensed Land Surveyor in the State of Minnesota, that this plat is a correct representation of the boundary survey, that all information and data on which this survey is based are true and correct, and that all measurements and bearings on this plat have been or will be correctly run within one year, that all corner monuments and well mark, as defined in Minnesota Statutes, Section 560.03, are in the proper position and that the plat was prepared and filed for public use in compliance with the provisions of Minnesota Statutes, Section 560.03, Subpart 2.

Dated this _____ day of _____, 20____.

Colin M. Tinn, Licensed Land Surveyor

Minnesota License No. 02289

STATE OF MINNESOTA, COUNTY OF HENNEPIN

This instrument was acknowledged before me this _____ day of _____, 20____, by **Colin M. Tinn, Licensed Land Surveyor, Minnesota License No. 02289**

Name: Public, Hennepin County, Minnesota (Signature)

(Notary Printed Name)

My Commission Expires: _____

CITY COUNCIL CITY OF DAVENPORT, MINNESOTA

This plat of **DCM FARMS SECOND ADDITION** was prepared and accepted by the City Council of the City of Davenport, Minnesota as a public utility easement plat on this _____ day of _____, 20____, and was filed in compliance with the provisions of Minnesota Statutes, Section 505.03, Subpart 2.

City Council, City of Davenport, Minnesota

By: _____ Mayor By: _____ Clerk

COUNTY AUDITOR

Hennepin County, Minnesota

I hereby certify that there is no _____ and that no other person has been paid for such services on this plat, dated this _____ day of _____, 20____.

Dated this _____ day of _____, 20____.

By: _____ Deputy

SHERRY JOHNSON

Hennepin County, Minnesota

Pursuant to Minnesota Statutes Section 505.03 (1997), this plat has been approved this _____ day of _____, 20____.

By: _____

Chief E. Mark A. County Surveyor

Hennepin County, Minnesota

I hereby certify that the entire plat of **DCM FARMS SECOND ADDITION** was recorded on this office this _____ day of _____, 20____, at _____ o'clock _____ M.

Attest: **Sherry Johnson, County Recorder**



C.R. DOC. NO.

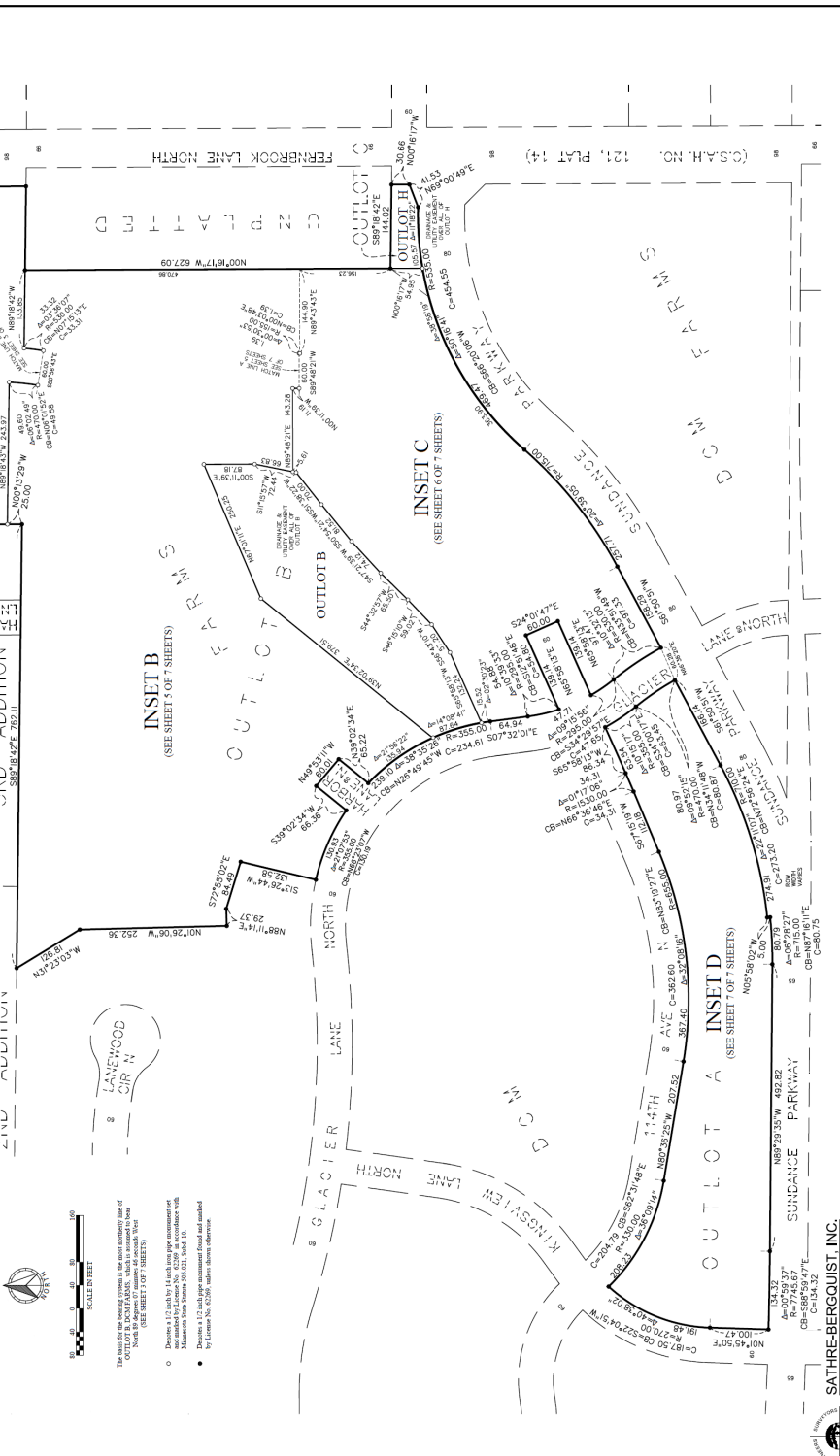
DCM FARMS SECOND ADDITION

BRAYBURN TRAILS EAST | BRAYBURN TRAILS EAST
2ND ADDITION | 3RD ADDITION | EAST



THIS PLAN IS TO BE CONSIDERED AS THE FINAL PLAN FOR THE
OUTLOT Easements, which is intended to show
North and South boundaries only.
(SEE SHEET 5 OF 7 SHEETS)

- Dashed line indicates 1/2" utility line per agreement with
Sundance Parkways, Inc. (see sheet 6 of 7 sheets)
- Minimum line shown: 30" (1:1, 5000:1)
- Dashed line indicates 1/2" utility line per agreement with
Sundance Parkways, Inc. (see sheet 6 of 7 sheets)



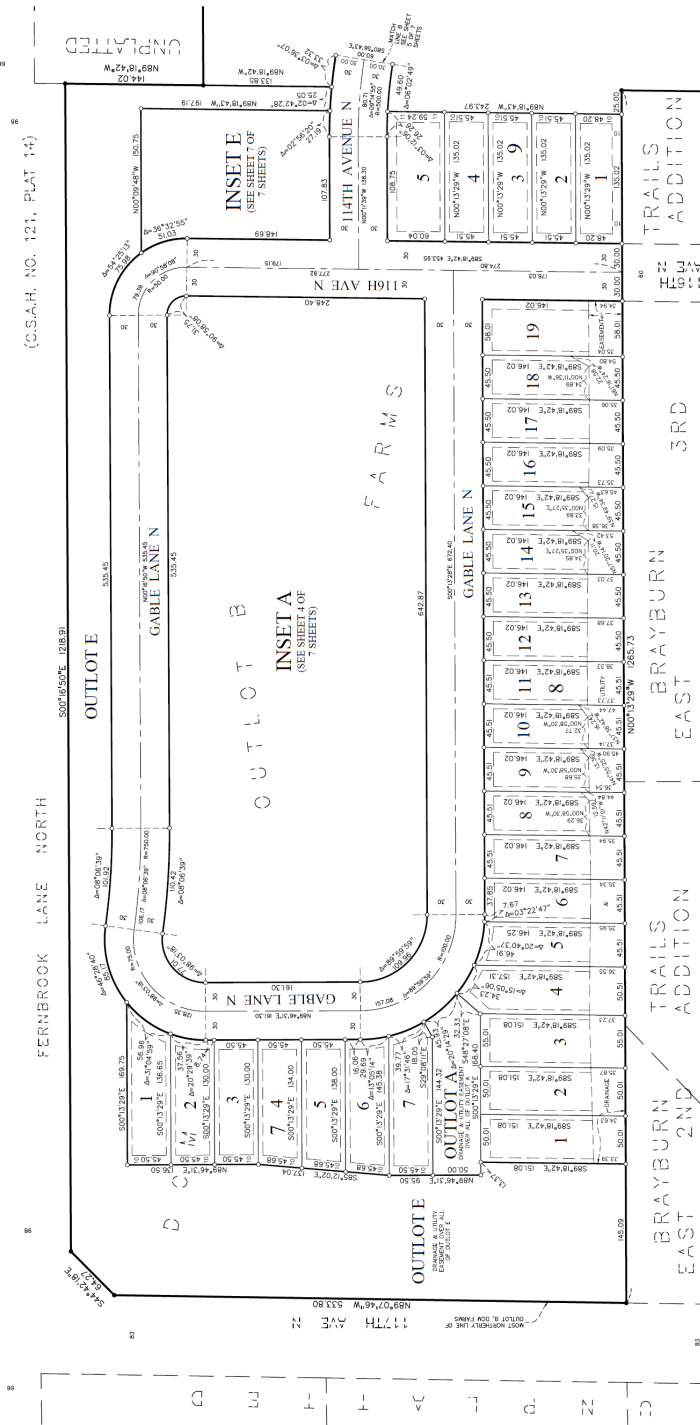
SATHRE-BERGQUIST, INC.

SHEET 2 OF 7 SHEETS

C.R. DOC. NO.

DCM FARMS SECOND ADDITION

U N P L A T T E D



The basis for the bearing corners, the most easterly line of OUTLOT B, DCM FARMS, which is assumed to be a true bearing of 114° 00' 00" W, shall be as shown on this plat.

Plat No. 17, Sub. 2, 17, which shows the measurement of the same line as shown on this plat, is recorded in the public records of the State of Minnesota, Book 10, Page 10.

Measurements taken from 100' (1:1) scale, 10'.

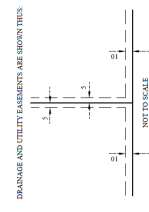
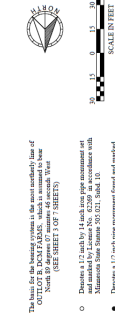
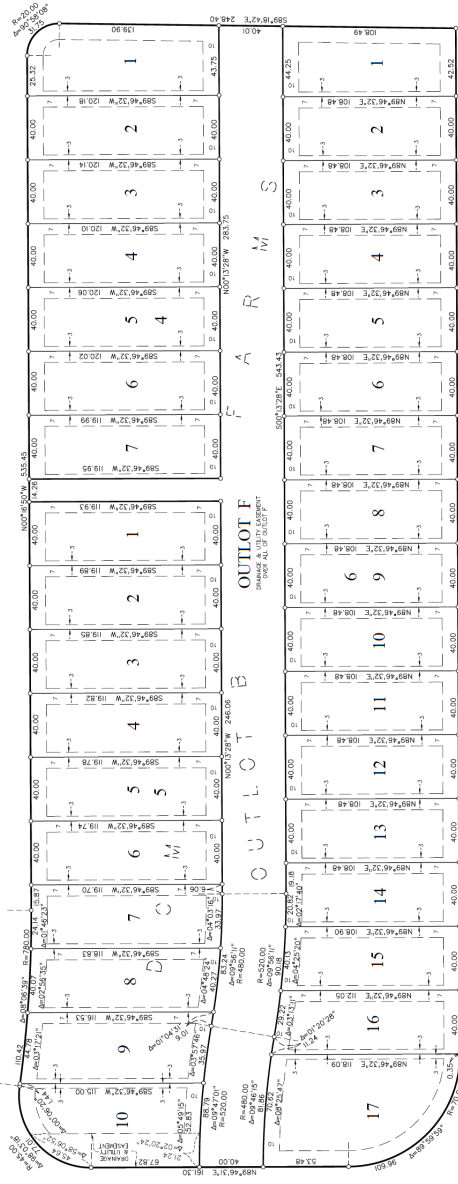
By: L. Lorenz, P.E., 62239, and others, as shown on this plat.

Being 2 feet in width and adjoining the lot lines and being 10 feet in width and adjoining public ways, unless otherwise indicated on this plat.



SHEET 3 OF 7 SHEETS

DCM FARMS SECOND ADDITION INSET A



The lots in this plan are shown with the dimensions of the OUTLOT B, DCM FARMS, which are intended to be North of the lots shown in this plan. (SEE SHEET 1 OF SHEETS)

• Diameter is 12 inch (1) inch pipe easement with Minimum Slope 1.0% (1) inch, 1.0%.

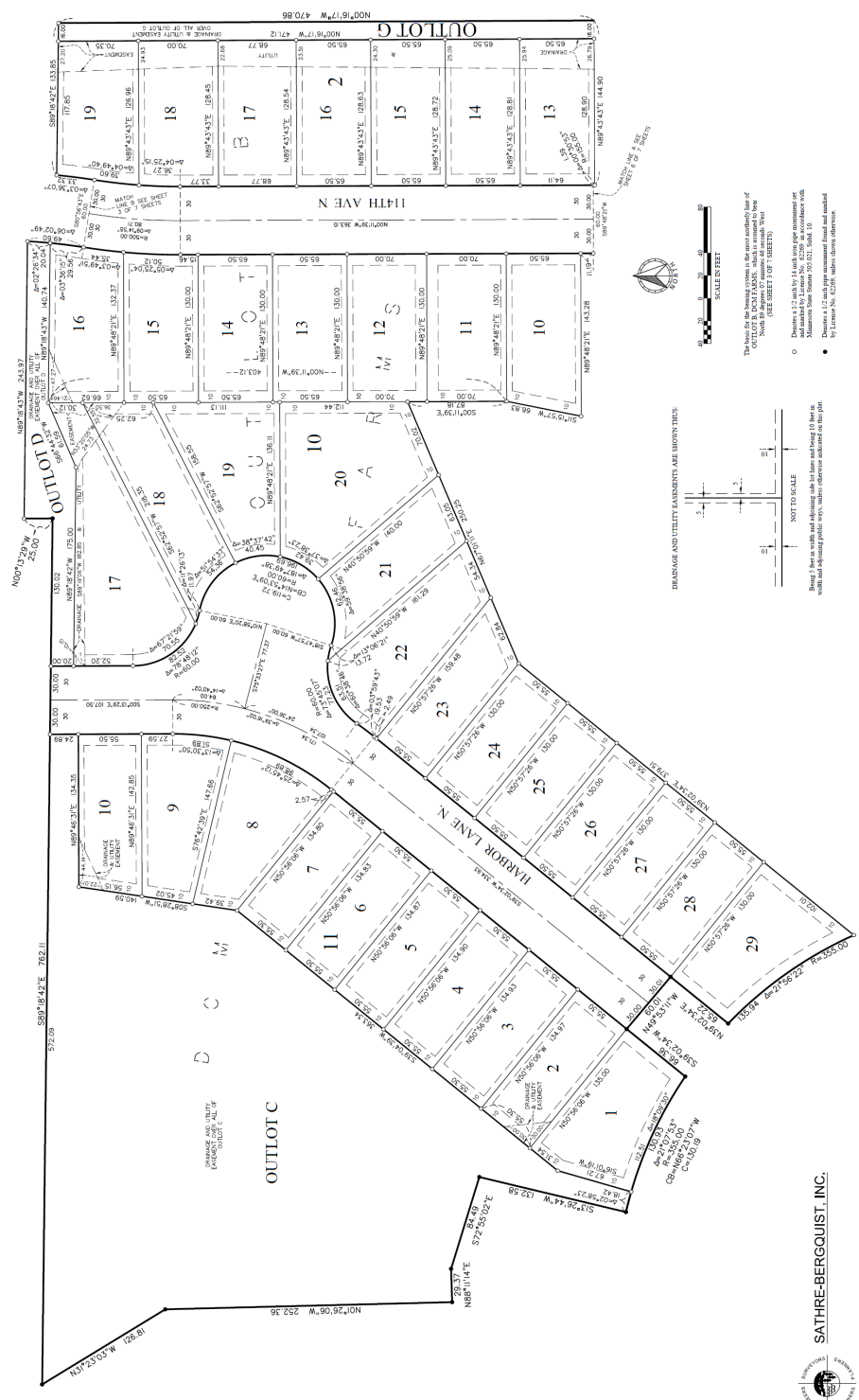
• Diameter is 12 inch pipe easement and marked 1) 12 inch (1) inch pipe easement.

Being 1/2 inch in width and adjoining side lot lines and being 10 feet in width and adjoining grade tops, when reference is made to lot lines.



DCM FARMS SECOND ADDITION INSET B

C.R. DOC. NO.

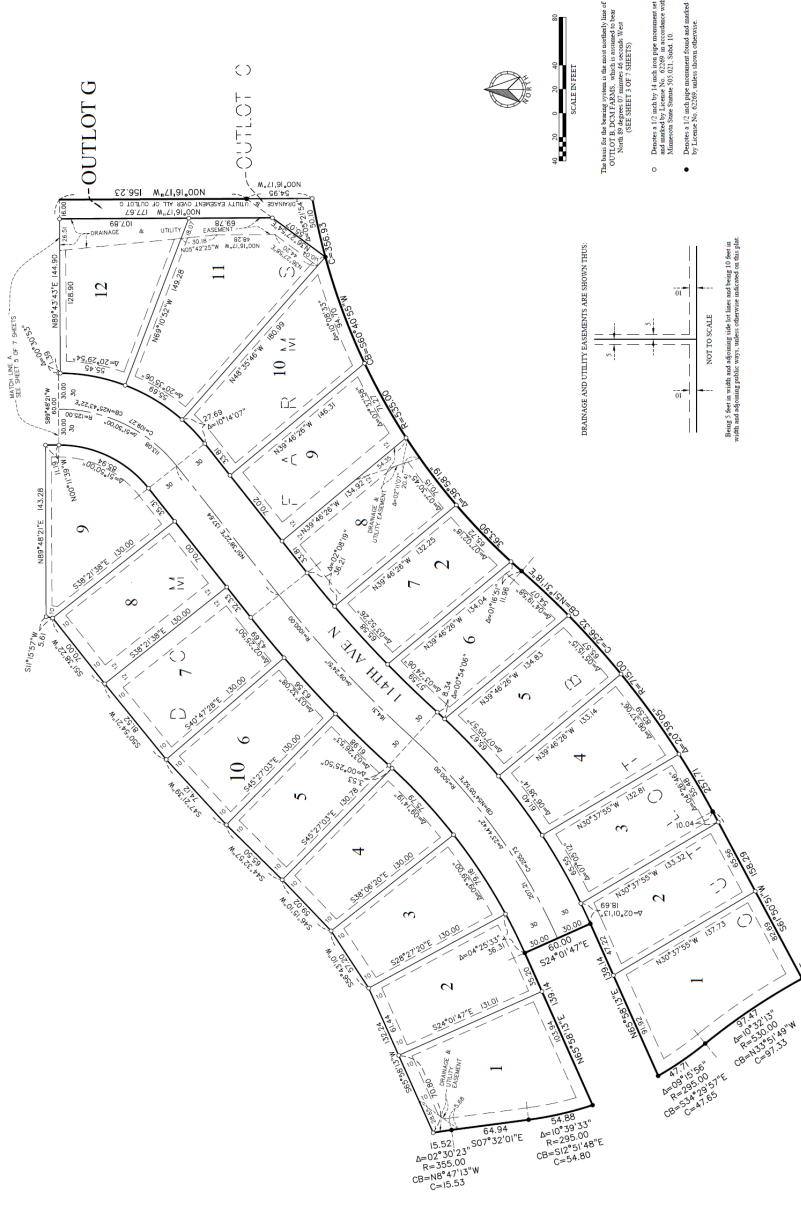


SATHRE-BERGQUIST, INC.
REGISTERED PROFESSIONAL SURVEYOR
STATE OF MINNESOTA

SHEET 5 OF 7 SHEETS

DCM FARMS SECOND ADDITION INSET C

C.R. DOC. NO.



SATHRE-BERGQUIST, INC.



EXHIBIT C
DEVELOPER'S LETTER OF CREDIT, CASH REQUIREMENTS AND ESCROWS

LETTER OF CREDIT FOR SITE IMPROVEMENTS

Site Improvements LOC	Estimated Construction Cost
Sanitary Sewer	
Watermain	
Storm Sewer and storm water holding areas	
Streets, curb and gutter	
Sidewalks and trails	
Boulevard sod	
Landscaping	
Grading	
Wetland buffers	
Setting of iron monuments, surveying and staking	
Street signs, traffic control signs, and street lighting	
Total Estimated Construction Cost	
X 120%	
Total Site Improvements LOC:	

CASH REQUIREMENTS

City Fees - Cash	Unit Cost	Quantity	Total
Storm Sewer Charge	\$3,963	148	\$586,524
Sanitary Sewer Trunk Fees	\$2,754	148	\$407,592
Water Trunk Fees	\$4,464	148	\$660,672
Park Dedication	\$4,542	148	\$672,216
Trail Dedication	\$2,824	148	\$417,952

ESCROWS

Engineering Administration and Construction Inspection (final amount to be determined by City Engineer)(4% of cost of improvements)	\$ _____
Legal, and Planning Review	\$5,000.00
Indirect Costs	\$ _____

OVERSIZING CREDIT

	Unit Cost	Quantity	Total
Oversizing Credit			

DRAFT

EXHIBIT D
MISCELLANEOUS REQUIREMENTS AND CONDITIONS
IMPOSED BY THE CITY

1) **CONDITIONS TO BE SATISFIED BEFORE CITY RELEASES THE FINAL PLAT TO BE RECORDED.**

- a) Letter of Credit. The DEVELOPER must provide the LOC required in this DEVELOPMENT AGREEMENT.
- b) All Cash Deposits. The DEVELOPER must pay all cash deposits required in this DEVELOPMENT AGREEMENT.
- c) Planning Fees. The DEVELOPER must pay the CITY all planning, engineering review and legal fees that have been incurred up to the date of approval of this DEVELOPMENT AGREEMENT.
- d) Trunk Charges. The DEVELOPER must pay Sanitary Sewer Trunk Charges, Water Trunk Charges, Storms Sewer Trunk Charges required in Exhibit C of this DEVELOPMENT AGREEMENT.
- e) Park and Trail Dedication. The DEVELOPER must pay the park and trail dedication fees required in this DEVELOPMENT AGREEMENT.
- f) Stormwater Maintenance Agreement. The DEVELOPER must execute a Stormwater Maintenance Agreement for portions of the DEVELOPMENT PROPERTY.
- g) Fernbrook Lane Improvements. The DEVELOPER shall pay the City the balance of \$2,000,000 (\$1,875,000) toward Fernbrook Lane improvements.

2) **BUILDING PERMITS.** No building permits may be obtained until:

- a) All the conditions in Paragraph 1 of this Exhibit D have been met;
- b) All storm water ponds and associated drainage features including storm sewer and drainage swales have been installed as determined by the CITY ENGINEER;
- c) All sanitary sewer and water main, including services, have been installed, tested, televised as necessary, and reviewed and approved by the CITY ENGINEER and are available for use;
- d) The DEVELOPER has constructed a temporary bituminous roadway that is acceptable in design and approved by the CITY;
- e) The documents below have been recorded, in the following order:

- Final Plat
- Development Agreement
- Stormwater Maintenance Agreement

- 3) **CERTIFICATES OF OCCUPANCY.** Prior to issuance of any certificate of occupancy, all the following conditions must be satisfied:
- a) All the conditions listed in Paragraphs 1 and 2 of this Exhibit D must be satisfied.
 - b) As-built surveys have been received and approved by the CITY.
- 4) **SUBDIVISION EROSION CONTROL.** The DEVELOPER is responsible for erosion control throughout the FINAL PLAT pursuant to the NPDES permit until all lots in the FINAL PLAT are built upon and until turf is established in each of the individual lots in the FINAL PLAT.
- 5) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** The escrow amount stated on Exhibit C shall include an appropriate amount as determined by the Director of Public Works to ensure that the DEVELOPER removes any construction debris from streets adjoining the FINAL PLAT and from private properties that adjoin the FINAL PLAT. All construction debris shall be contained within an enclosed dumpster (e.g. dumpster with a cover or tarp). During the construction of the residences and other improvements within the FINAL PLAT, the DEVELOPER is responsible for removing any construction debris (including roofing materials, paper wrappings, construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into CITY streets or that may fall from delivery trucks onto adjoining private properties or CITY streets. At the CITY's discretion, the CITY may remove construction debris, with associated costs charged to the DEVELOPER's escrow funds. Further, during construction, the DEVELOPER must clear the CITY streets of any dirt or other earthen material that may fall onto the CITY streets from the delivery trucks that are being used in the excavation and grading of the site.
- 6) **MAILBOXES.** The DEVELOPER is responsible for the placement of a mailbox for all the lots within the DEVELOPMENT PROJECT and must comply with the United States Postal Service's mailbox design and placement requirements. The mailboxes must all be of similar design and color within the DEVELOPMENT PROJECT.
- 7) **SIDEWALK SNOW REMOVAL AND TRAIL MAINTENANCE.** If the CITY does not provide snow removal on a trail or sidewalk within the DEVELOPMENT PROJECT, the property owner abutting the trail or sidewalk must remove the snow and/or ice.

EXHIBIT E
PERMITS, LICENSES AND OTHER APPROVALS

1. Any licenses or permits required by the Minnesota Department of Health.
2. NPDES Permit from the MPCA.
3. Right of Way Permit from the CITY.
4. Land Disturbance Permit from the CITY.
5. Any contractor licenses from the CITY or the State of Minnesota.
6. Building Permits from the CITY.
7. Electrical Permits from the CITY.
8. Utility permits that may be required from the CITY, State of Minnesota or any utility company.
9. Right of Way Permit from HENNEPIN County.

EXHIBIT F
HOA RESPONSIBILITIES

1. The HOA shall maintain sidewalks identified in Exhibit F.
2. The HOA shall maintain landscaping in all Outlots and common areas (including mowing) identified in Exhibit F.
3. The HOA shall maintain amenity structures (pergolas) located in Outlot B (Pond #2) and Outlot C (Pond #4), and associated landscaping.
4. The HOA shall maintain all monument signs and associated landscaping, including the monument sign on the CITY's Outlot H.
5. The HOA shall maintain all landscaping in parkway medians and center islands. Landscaping shall be in conformance with CITY standard detail plates.



certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed

TWP 120-N02-E22-06-C033

**DCM FARMS
PLANNED UNIT
DEVELOPMENT
(PUD)
AMENDMENT**

INTRODUCTION

A Planned Unit Development (PUD) Amendment is being requested for the DCM Farms development. The goal of the amendment is to clarify setbacks on and replat the alley-loaded single family home lots (Blocks 4,5, and 6 of the 2nd Addition), clarify corner side yard setbacks for the 45-foot-wide single family lots (Lot 1, Block 1; Lot 19, Block 8 and Lot 5, Block 9 of the 2nd Addition), and allow for garages to slightly exceed 70% of the total façade of the home on the 45-foot-wide single family lots.

REPLATTING ALLEY-LOADED SINGLE FAMILY HOME LOTS

Approved Preliminary Plat. The approved preliminary plat and Second Addition final plat established the general layout and setbacks for the alley-loaded single-family lots. While these setbacks were clearly illustrated in the approved plans, they were not explicitly listed in the development data on the cover sheet, which generically noted 25-foot front and rear yard setbacks. In practice, the homes were set back less than 25 feet from the lot lines. As a result, the specific setback dimensions were not formally memorialized in the PUD flexibility resolution, despite being reflected in the approved layout.

To ensure regulatory clarity and consistency with the approved layout, we are requesting to memorialize these setbacks flexibilities, allowing for tighter setbacks as originally design and conceptually approved.



Replating Lots. We are proposing the addition of a side-entry stoop to the homes, which slightly differs from the originally approved conceptual layout. The intent of the site plan is to create a functional and usable side yard that enhances livability for residents while maintaining appropriate separation between buildings.

To accomplish this usable side yard, the proposed design includes a three-foot setback from the non-stoop side of the home, accompanied by a three-foot drainage and utility easement, which will provide ample room for drainage and maintenance. On the opposite side of the lot line, a seven-foot drainage and utility easement is proposed, along with a minimum 12-foot setback from the adjacent building. Together, these elements create a minimum of 15 feet of building separation and 10 feet of drainage utility easement, which

DCM Farms Planned Unit Development (PUD) Amendment

meets the intent of the approved 7.5-foot side yard setbacks for each structure and five-foot drainage and utility easement on either side of the lot. The proposed stoop projects six feet from the home and encroaches into the setback area; however, it is modest in scale and will have minimal visual impact.

Drainage impacts will be addressed through the project's grading plan and individual building permit surveys. These measures will ensure that surface runoff is properly managed and that no adverse impacts occur to adjacent properties or shared spaces.

CORNER SIDE YARD SETBACK FOR 45-FOOT-WIDE LOTS

An additional setback dimension that was not explicitly written on the cover sheet of the preliminary plat but was visually depicted with a reduced setback, relates to the corner side yard setback for the 45-foot-wide lots. This condition applies to three lots within the Second Addition only: Lot 1, Block 1; Lot 19, Block 8; Lot 5, Block 9

For these lots, we are requesting a 20-foot corner side yard setback. This setback is consistent with the adopted R-3 zoning district standards but is inconsistent with the setback reflected in the DCM Farms PUD approval resolution due to the setback not being formally memorialized at the time of approval. The requested setback reflects what was shown on the approved preliminary plat and is intended to clarify and align the governing documents with the originally approved design.



GARAGE WIDTHS

Garage Width. The City's single-family home design standards limit garage widths to no more than 70% of the visible street-facing linear building frontage. On the 45-foot-wide lots located in Blocks 7, 8, and 9, and Lots 1–4 of Block 1 of the 2nd Addition final plat, required side-yard setbacks restrict buildable home widths to approximately 30 feet or less.

Because of this constraint, meeting the City's minimum required garage size of 440 square feet necessitates a slightly higher garage frontage percentage on these narrower lots. We have developed four home plans, each with three elevations, specifically designed for these lot conditions. Three of the four plans marginally exceed the 70% standard, with garage frontage ratios of approximately 71.4% and 71.6%. Renderings of these homes are provided at the end of this narrative.

DCM Farms Planned Unit Development (PUD) Amendment

Given the minimal nature of this deviation and the physical limitations created by lot width and setback requirements, we are requesting slight flexibility from the City on the garage frontage standard for these specific lots. This limited flexibility will allow compliance with the minimum garage size requirement while maintaining architectural variety and consistent neighborhood character.

Additionally, the alley-loaded homes will have no garage visible from the public street. The garage is rear loaded and will front the private street within the development.

SUMMARY OF REQUESTED CHANGES

The following table outlines a summary of the requested changes described above. Changes to approved standards are highlighted.

	R-3 Single-Family	40' Lots¹	45'/50'/55' Lots	65'/75' Lots
Maximum % of lots less than 62' wide	30%	100%	70%	30%
Minimum lot size	6,500 sq ft	4,000 sq ft	4,000 sq ft	7,908 sq ft
Minimum lot width at setback	55' with all lots meeting overall average of 62'	40'	40'	65'
Minimum lot frontage	50'	40'	45'	65'
Minimum corner lot frontage	10' wider than adjacent interior lot	42' ²	58'	66'
Maximum impervious surface	50%	55%	55%	35%
Setbacks:				
Living area or side loaded garage	25'	15'	25'	25'
Front porch	25'	15'	25'	25'
Garage front	30'	15' ³	25'	25'
Side yards	7.5' (for lots 62' and smaller) and 10' (for lots greater than 62')	3' from non-stoop side and 12' from stoop side with 15-foot spacing between homes (excluding stoop)	7.5'	7.5'
Side yard corner lots	20'	15' ² to lot line with 25' from home to street	20' ⁴	25'
Rear	30'	15' ³	25'	25'
Maximum height (as measured from the midpoint on a hipped or pitched roof)	35'	35'	35'	35'

DCM Farms Planned Unit Development (PUD) Amendment

Minimum setback to arterial street	50'	50'	50'	50'
Decks and Attached Open Structures				
Front, side or rear street	30' (50'to arterial)	15' ⁵	25'	25'
Side	7.5'	7' ⁵	7.5'	7.5'
Rear	15'	15'	15'	15'
Garage Width	Cannot comprise more than 70% of the viewable street-facing linear building frontage	0% to public street and 100% to private street	72% ⁷	No more than 70%

¹ 40' lots were previously approved but different standards for these lots are being proposed. This will only apply to Blocks 7, 8, 9 and Lots 1-4, Block 1 of the 2nd Addition.

² While these corner lots have a smaller lot width and corner side yard setback, the homes will be sited at least 25 feet from the street.

³ These are front-loaded homes, and so the garage is in the rear of the home. This is the distance from the garage to the lot line. A 22-foot-long driveway from the garage to the private street will be provided.

⁴ This is consistent with R-3 zoning district standards but inconsistent with the PUD approval resolution. This amendment only pertains to Lot 1, Block 1; Lot 19, Block 8 and Lot 5, Block 9 of the 2nd Addition.

⁵This will only apply to a stoop and possibly an elevated deck.

SLAB ALLEY-LOADED HOMES



A

B

C



A

B

C



A

B

C





ORIGEN SERIES HOMES (45-FOOT-WIDE LOTS)

Andover (Garage width is 71.4% of façade)



Concord (Garage width is 71.4% of façade)



Lexington (Garage width is 71.6% of façade)



Trenton (Garage width is 70% of façade)



LOT D

1

10

9

8

7

6

5

4

3

2

1

116TH AVE N

8" C900 PVC

8" SDR-35 PVC

933.8

935.0

933.4

934.5

933.2

932.8

934.0

BRAYBURN TRAILS EAST
BLOCK 11

BLOCK 10

BRADLEY DEHN
14401 117TH AVE N
PID 33-120-22-11-0001
17.99 ACRES

POND#5
NWL-904.0
HWL-907.9



S0016'17"E 1281.36

FND IP 12267

INV= 913.5

INV= 918.2

INV= 918.5

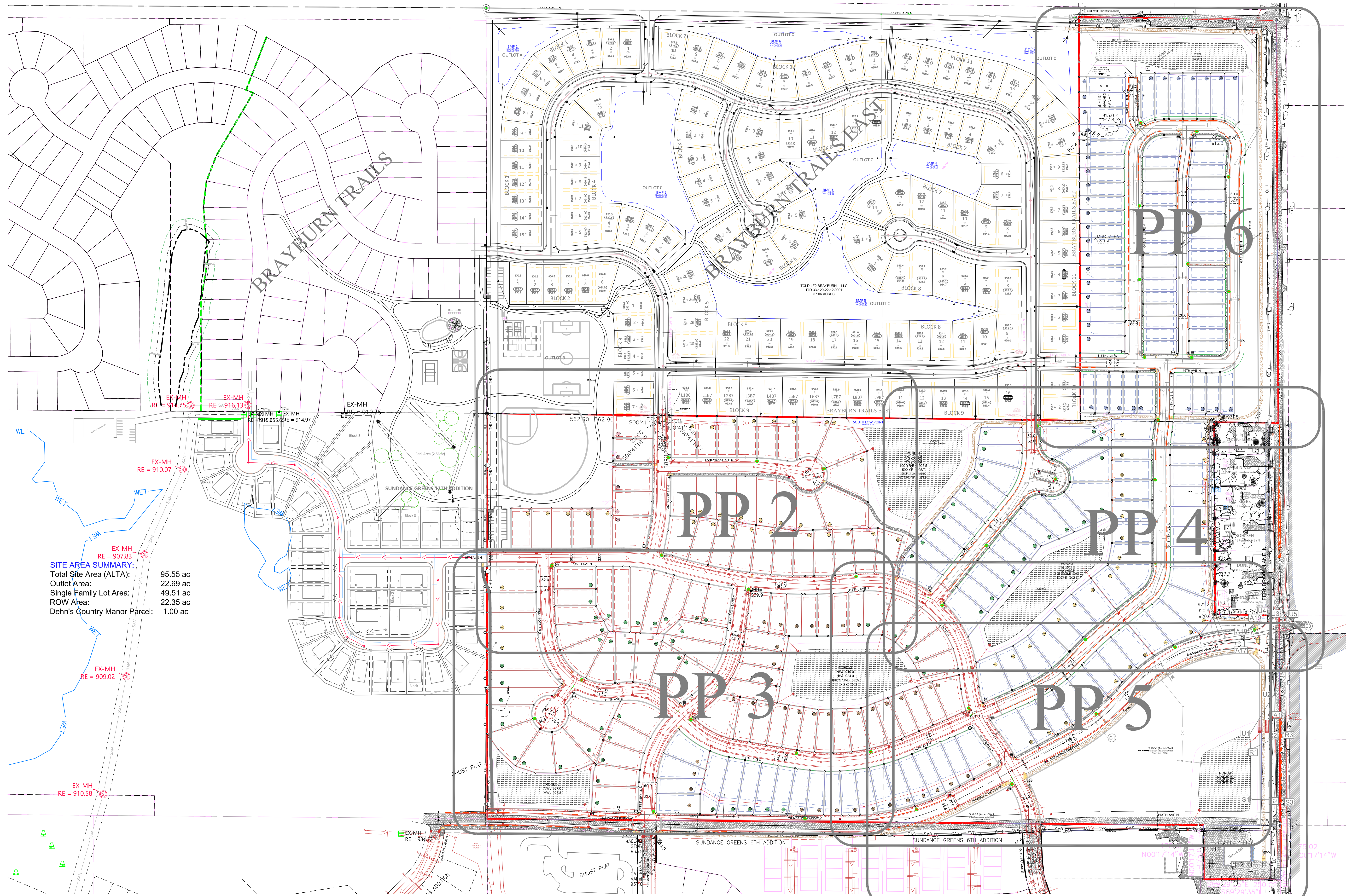
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928.0

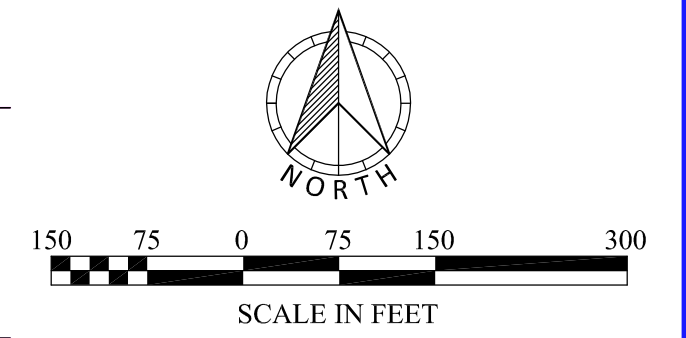
927.1

927.1

927.6



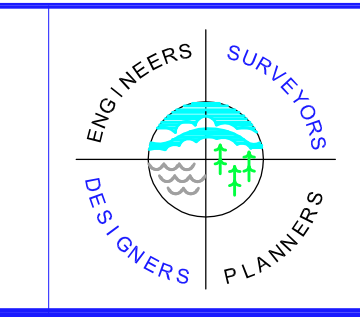
SITE AREA SUMMARY:
 Total Site Area (ALTA): 95.55 ac
 Outlot Area: 22.69 ac
 Single Family Lot Area: 49.51 ac
 ROW Area: 22.35 ac
 Dehn's Country Manor Parcel: 1.00 ac



FIELD CREW	NO.	BY	DATE	REVISION
XXX	1	RSM	9/27/24	CITY COMMENTS 092024
DRAWN	2	RSM	10/17/24	PC MEETING LAYOUT CHANGE
XXX	3	RSM	2/19/25	PC MEETING - SYSB CDS REMOVAL
CHECKED	4	RSM	5/13/26	PP AMEND - ALLEY LOTS MI HOMES
XXX				
DATE				
XXXXXX				

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I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.
 Dated this 19th day of December, 2024.
Daniel L. Schmidt
 Daniel L. Schmidt, PLS
 schmidt@sathre.com
 Minnesota License No. 26147

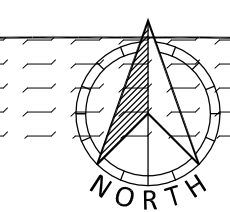
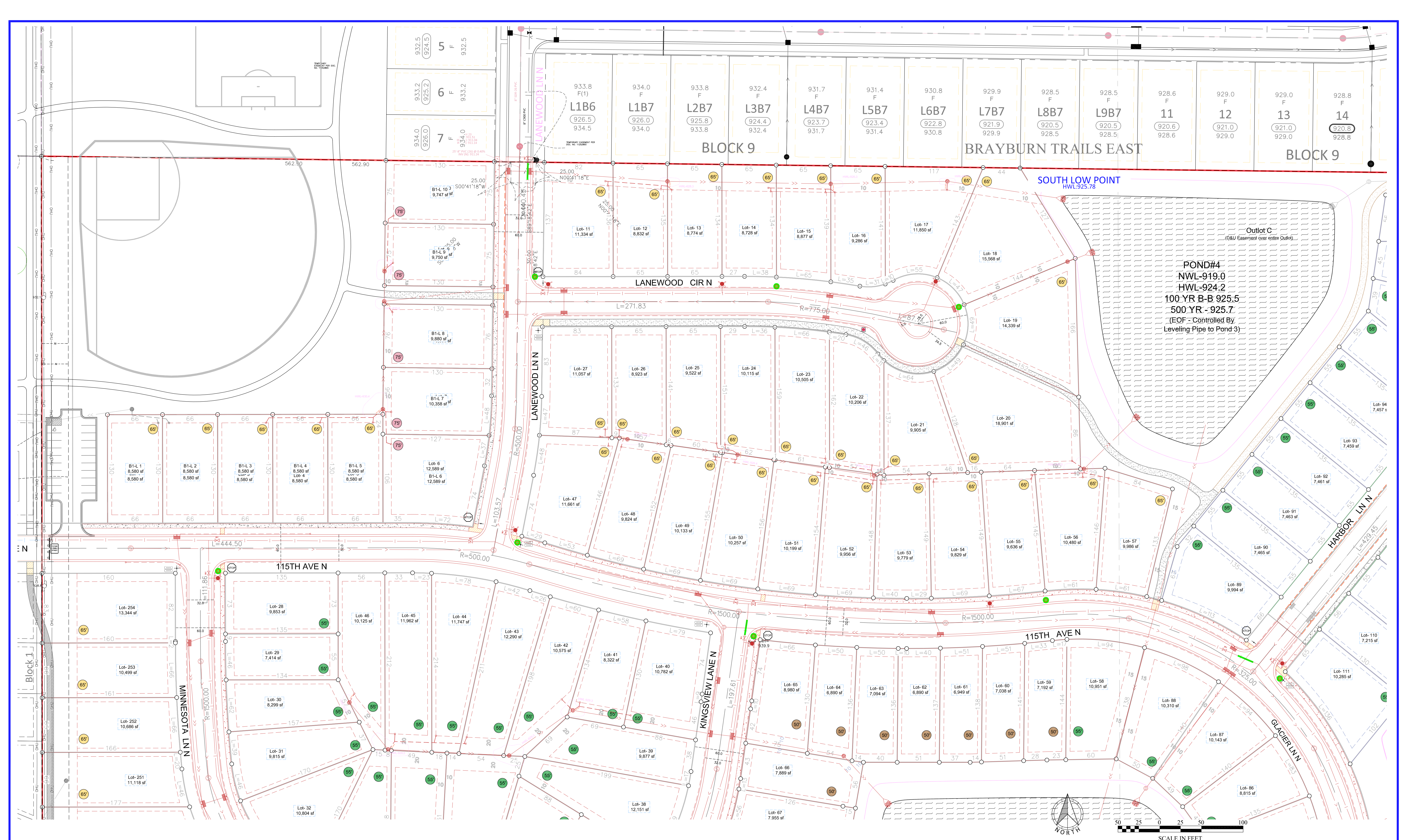


SATHRE-BERGQUIST, INC.
 14000 25TH AVENUE NORTH, SUITE 120
 PLYMOUTH MN 55447 (952) 476-6000
 WWW.SATHRE.COM

TWP. 120°N. R. 22°E. S. 33
 Hennepin County
DAYTON, MINNESOTA

PRELIMINARY PLAT AMENDMENT
 DCM FARMS (2ND ADD LOTS)
 PREPARED FOR:
 SUNDANCE WOODS, LLC.

FILE NO.
 19214-006
PP1
PP6



FIELD CREW	NO.	BY	DATE	REVISION
XXX	1	RSM	9/27/24	CITY COMMENTS 09/2024
DRAWN	2	RSM	10/17/24	PC MEETING LAYOUT CHANGE
XXX	3	RSM	2/19/25	PC MEETING - SYSB CDS REMOVAL
CHECKED	4	RSM	5/13/26	PP AMEND - ALLEY LOTS MI HOMES
XXX				
DATE				
XXXXXX				

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I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.
 Dated this 19th day of December, 2024.

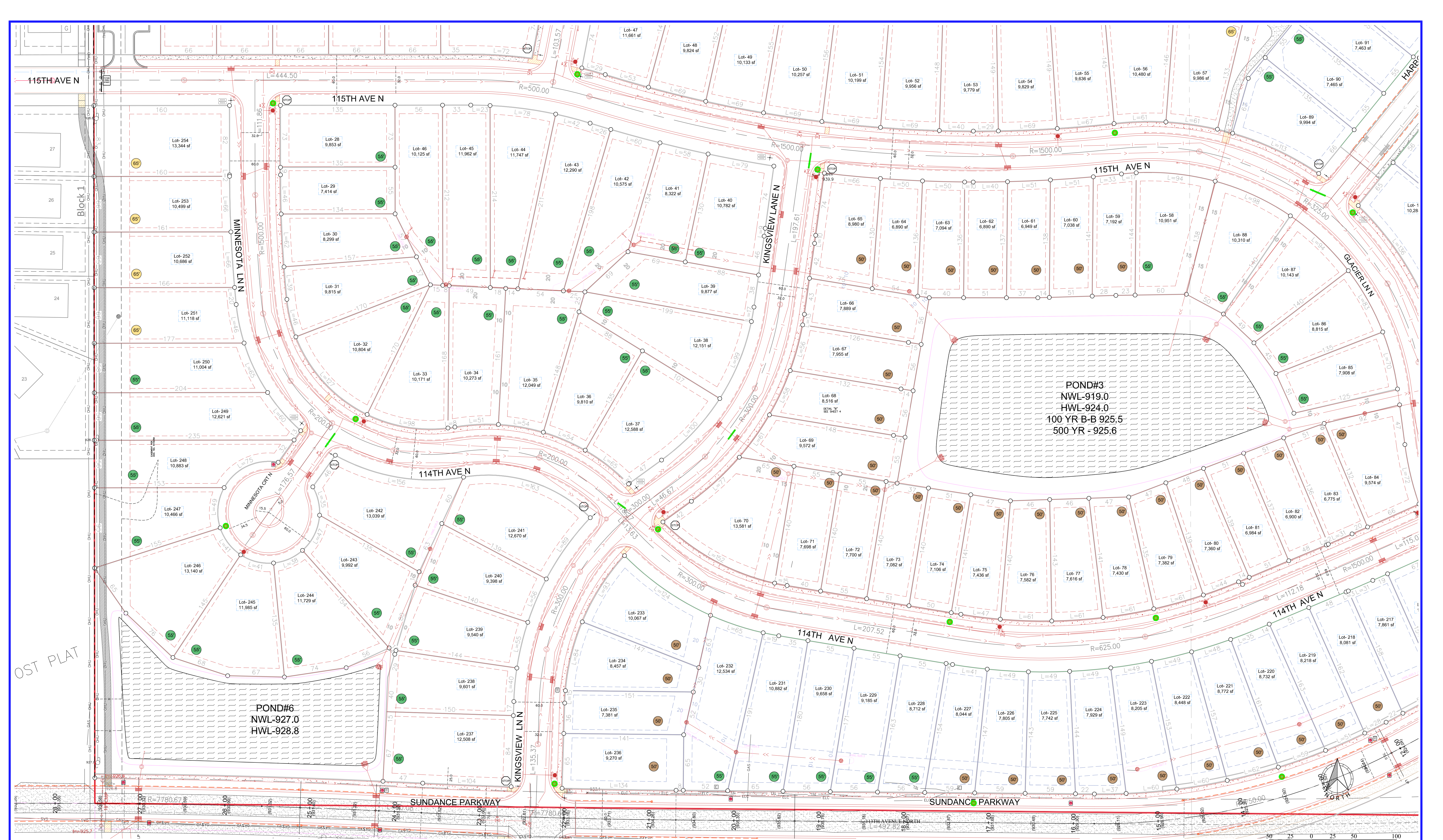
 Daniel L. Schmidt, PLS
 schmidt@sathre.com
 Minnesota License No. 26147

SATHRE-BERGQUIST, INC.
 ENGINEERS SURVEYORS
 DESIGNERS PLANNERS
 14000 25TH AVENUE NORTH, SUITE 120
 PLYMOUTH MN 55447 (952) 476-6000
 WWW.SATHRE.COM

TWP:120-RGE.22-SEC.33
 Hennepin County
DAYTON, MINNESOTA

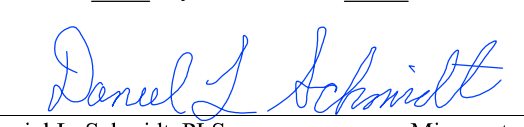
PRELIMINARY PLAT AMENDMENT
 DCM FARMS (2ND ADD LOTS)
 PREPARED FOR:
 SUNDANCE WOODS, LLC.

FILE NO.
 19214-006
PP2
RP6



FIELD CREW	NO.	BY	DATE	REVISION
XXX	1	RSM	9/27/24	CITY COMMENTS 09/2024
DRAWN	2	RSM	10/17/24	PC MEETING LAYOUT CHANGE
XXX	3	RSM	2/19/25	PC MEETING - SYSB CDS REMOVAL
CHECKED	4	RSM	5/13/26	PP AMEND - ALLEY LOTS MI HOMES
XXX				
DATE				
XXXXXX				

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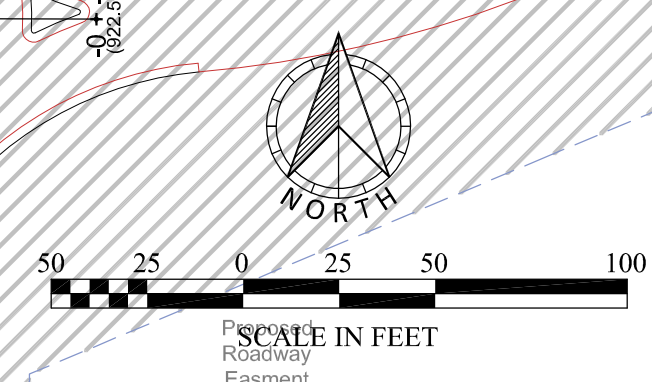
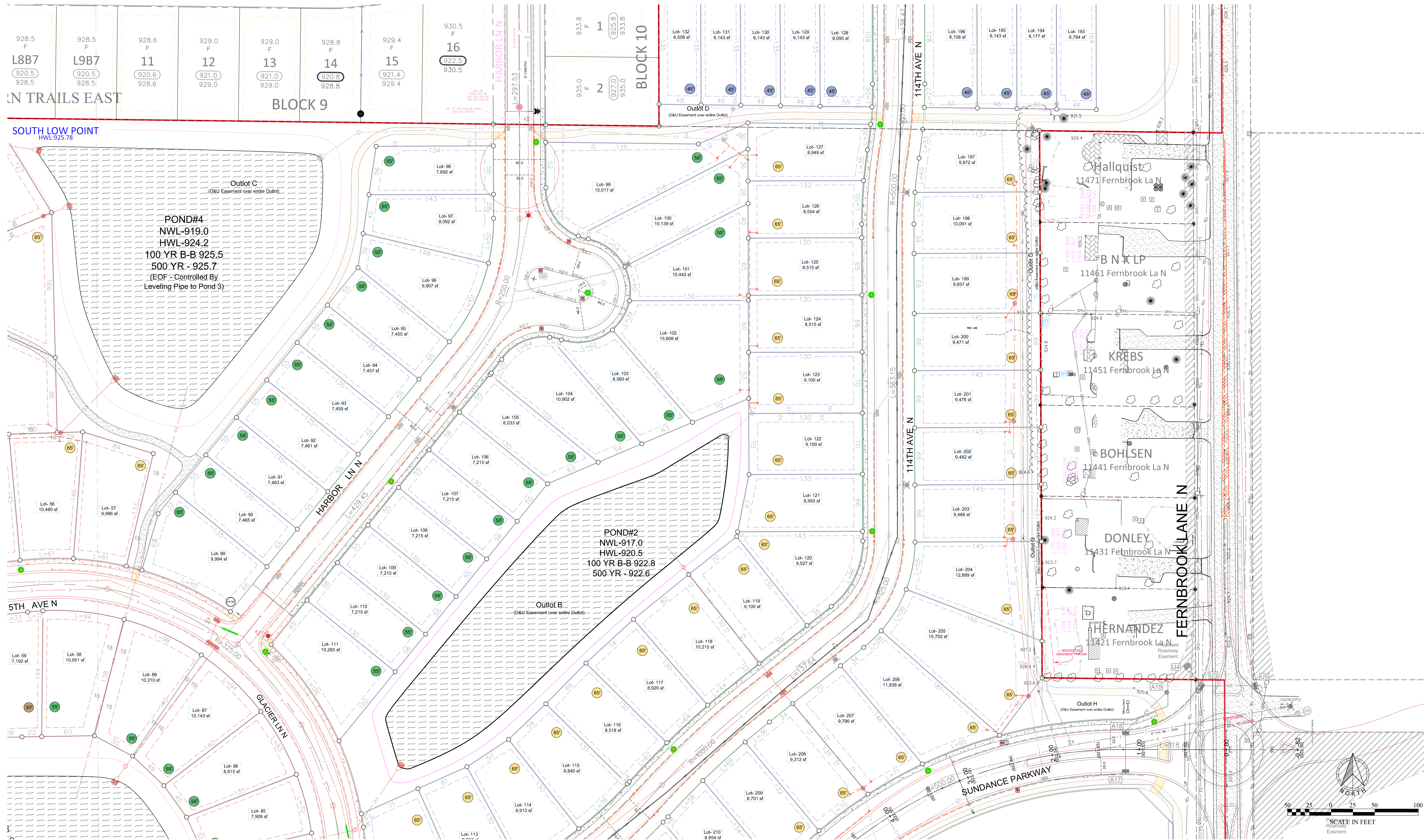
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 ENGINEERS SURVEYORS
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 14000 25TH AVENUE NORTH, SUITE 120
 PLYMOUTH MN 55447 (952) 476-6000
 WWW.SATHRE.COM

TWP:120-RGE.22-SEC.33
 Hennepin County
DAYTON, MINNESOTA

PRELIMINARY PLAT AMENDMENT
 DCM FARMS (2ND ADD LOTS)
 PREPARED FOR:
 SUNDANCE WOODS, LLC.

FILE NO.
 19214-006
PP3
PP6



FIELD CREW	NO.	BY	DATE	REVISION
XXX	1	RSM	9/27/24	CITY COMMENTS 09/2024
DRAWN	2	RSM	10/17/24	PC MEETING LAYOUT CHANGE
XXX	3	RSM	2/19/25	PC MEETING - SYSB CDS REMOVAL
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XXX				
DATE				
XXXXXX				

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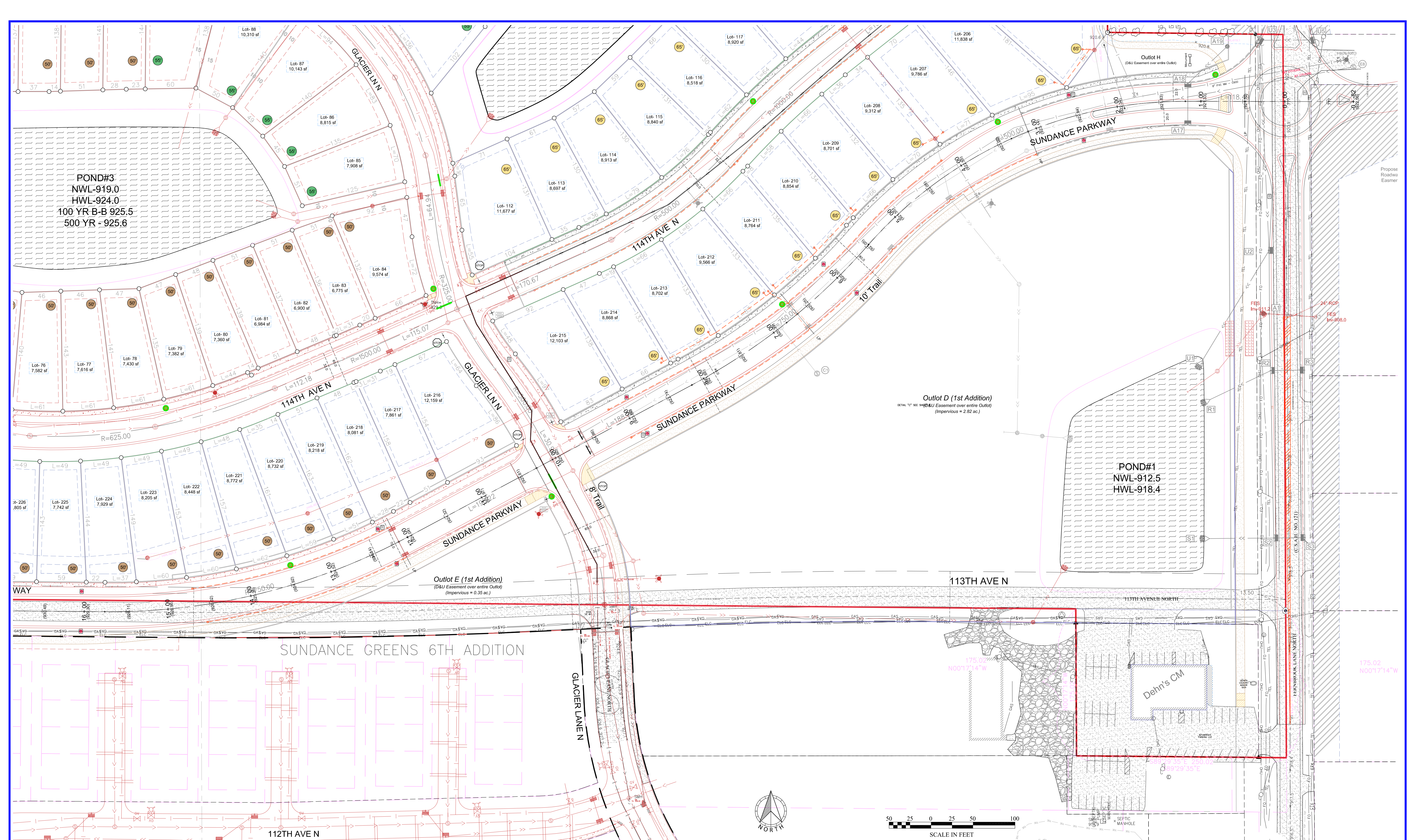
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 Daniel L. Schmidt, PLS
 schmidt@sathre.com
 Minnesota License No. 26147

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

TWP:120-RGE.22-SEC.33
 Hennepin County
DAYTON, MINNESOTA

PRELIMINARY PLAT AMENDMENT
 DCM FARMS (2ND ADD LOTS)
 PREPARED FOR:
 SUNDANCE WOODS, LLC.

FILE NO.
 19214-006
PP4
PP6



POND#3
 NWL-919.0
 HWL-924.0
 100 YR B-B 925.5
 500 YR - 925.6

POND#1
 NWL-912.5
 HWL-918.4

Outlot E (1st Addition)
 (DAU Easement over entire Outlot)
 (Impervious = 0.35 ac.)

Outlot D (1st Addition)
 (DAU Easement over entire Outlot)
 (Impervious = 2.82 ac.)

SUNDANCE GREENS 6TH ADDITION

PRELIMINARY PLAT AMENDMENT
 DCM FARMS (2ND ADD LOTS)
 PREPARED FOR:
 SUNDANCE WOODS, LLC.

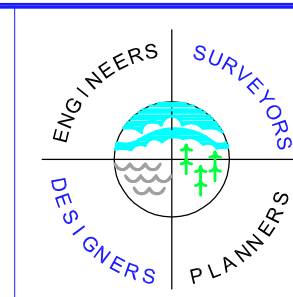
FILE NO.
 19214-006
PP5
RP6

FIELD CREW	NO.	BY	DATE	REVISION
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DATE				
XXXXXX				

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

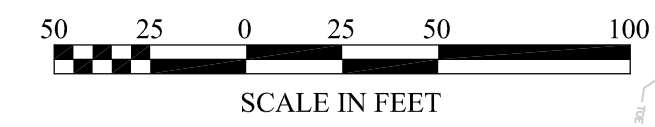
I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.
 Dated this 19th day of December, 2024.

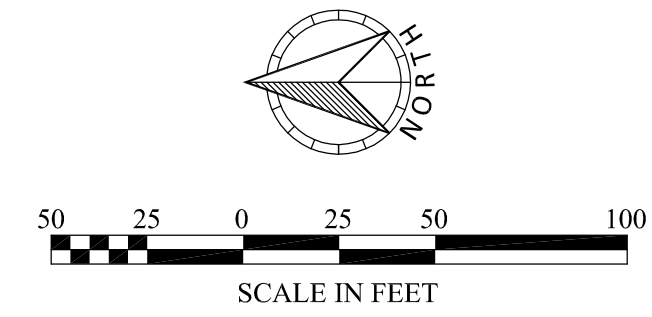
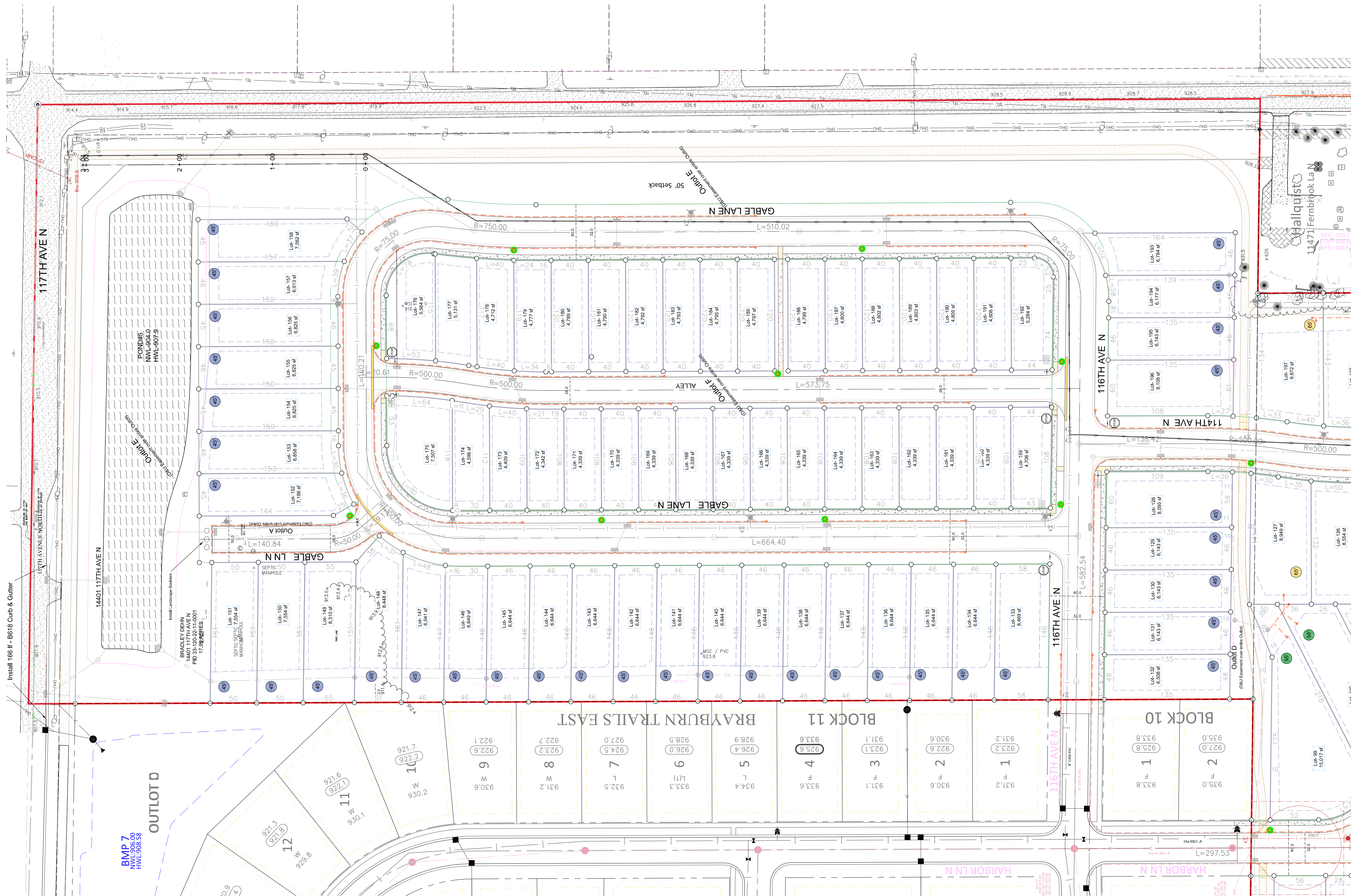
 Daniel L. Schmidt, PLS
 schmidt@sathre.com
 Minnesota License No. 26147



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

TWP:120-RGE.22-SEC.33
 Hennepin County
DAYTON, MINNESOTA





FIELD CREW	NO.	BY	DATE	REVISION
XXX	1	RSM	9/27/24	CITY COMMENTS 09/2024
DRAWN	2	RSM	10/17/24	PC MEETING LAYOUT CHANGE
XXX	3	RSM	2/19/25	PC MEETING - SYSB CDS REMOVAL
CHECKED	4	RSM	5/13/26	PP AMEND - ALLEY LOTS MI HOMES
DATE				
XXXXXX				

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 Dated this 19th day of December, 2024.

 Daniel L. Schmidt, PLS
 schmidt@sathre.com
 Minnesota License No. 26147

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

ENG. INEERS SURVEYORS DESIGNERS PLANNERS

TWP:120-RGE.22-SEC.33
 Hennepin County
DAYTON, MINNESOTA

PRELIMINARY PLAT AMENDMENT
 DCM FARMS (2ND ADD LOTS)
 PREPARED FOR:
 SUNDANCE WOODS, LLC.

FILE NO.
 19214-006
PP6
RP6



SITE AREA SUMMARY:
 Total Site Area (ALTA): 95.55 ac
 Outlot Area: 22.69 ac
 Single Family Lot Area: 49.51 ac
 ROW Area: 22.35 ac
 DeWitt's Country Manor Parcel: 1.00 ac

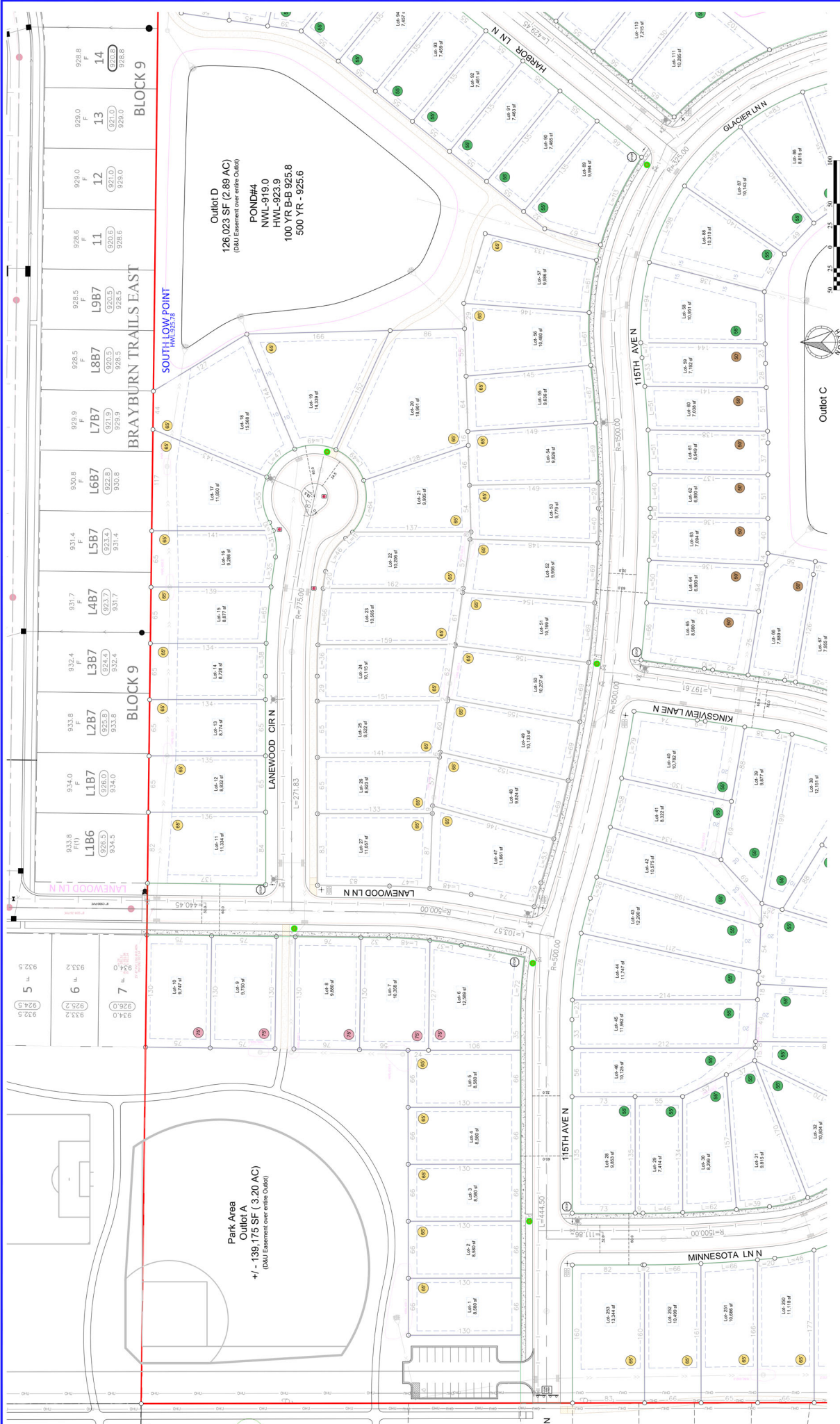
FIELD CREW	NO.	BY	DATE	REVISION
XXX	1	RSB	07/24	CITY COMMENTS #0024
XXX	2	RSB	07/24	PC MEETING LAYOUT CHANGE
XXX	3	RSB	2/1/25	PC MEETING - SYSB COS REMOVAL
XXX	4	RSB	2/1/25	PC MEETING - SYSB COS REMOVAL
XXX	5	RSB	2/1/25	PC MEETING - SYSB COS REMOVAL
XXX	6	RSB	2/1/25	PC MEETING - SYSB COS REMOVAL
XXX	7	RSB	2/1/25	PC MEETING - SYSB COS REMOVAL
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XXX	28	RSB	2/1/25	PC MEETING - SYSB COS REMOVAL
XXX	29	RSB	2/1/25	PC MEETING - SYSB COS REMOVAL
XXX	30	RSB	2/1/25	PC MEETING - SYSB COS REMOVAL

I hereby certify that this map, plan or other data prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.
 Dated this 19th day of December, 2024.
David J. Schmitt
 David J. Schmitt, L.S.
 Minnesota License No. 26147
 dschmitt@sathre.com

SATHRE-BERGQUIST, INC.
 14000 20TH AVENUE NORTH, SUITE 120
 FARMINGDALE, MN 55448
 WWW.SATHRE.COM

DAYTON, MINNESOTA

FILE NO. 19214-006
PP1
 PRELIMINARY PLAT - DCM FARMS
 PREPARED FOR:
 SUNDANCE WOODS, LLC.
PP6



FIELD CREW

NO.	BY	DATE
1	RSW	9/27/24
2	RSW	10/17/24
3	RSW	2/19/25

176

REVISION

CITY COMMENTS #9024
PC MEETING LAYOUT CHANGE
PC MEETING - SYS CODE REMOVAL

DATE

FILE NO. 19274-006

PP2

PRELIMINARY PLAT - DCM FARMS

PREPARED FOR: SUNDANCE WOODS, LLC.

DAYTON, MINNESOTA

SATHRE-BERGQUIST, INC.
14000 20TH AVENUE NORTH, SUITE 120
PLYMOUTH, MN 55447-4493
WWW.SATHRE.COM

TPR 25A-REG-52 SEC.53
Hennepin County

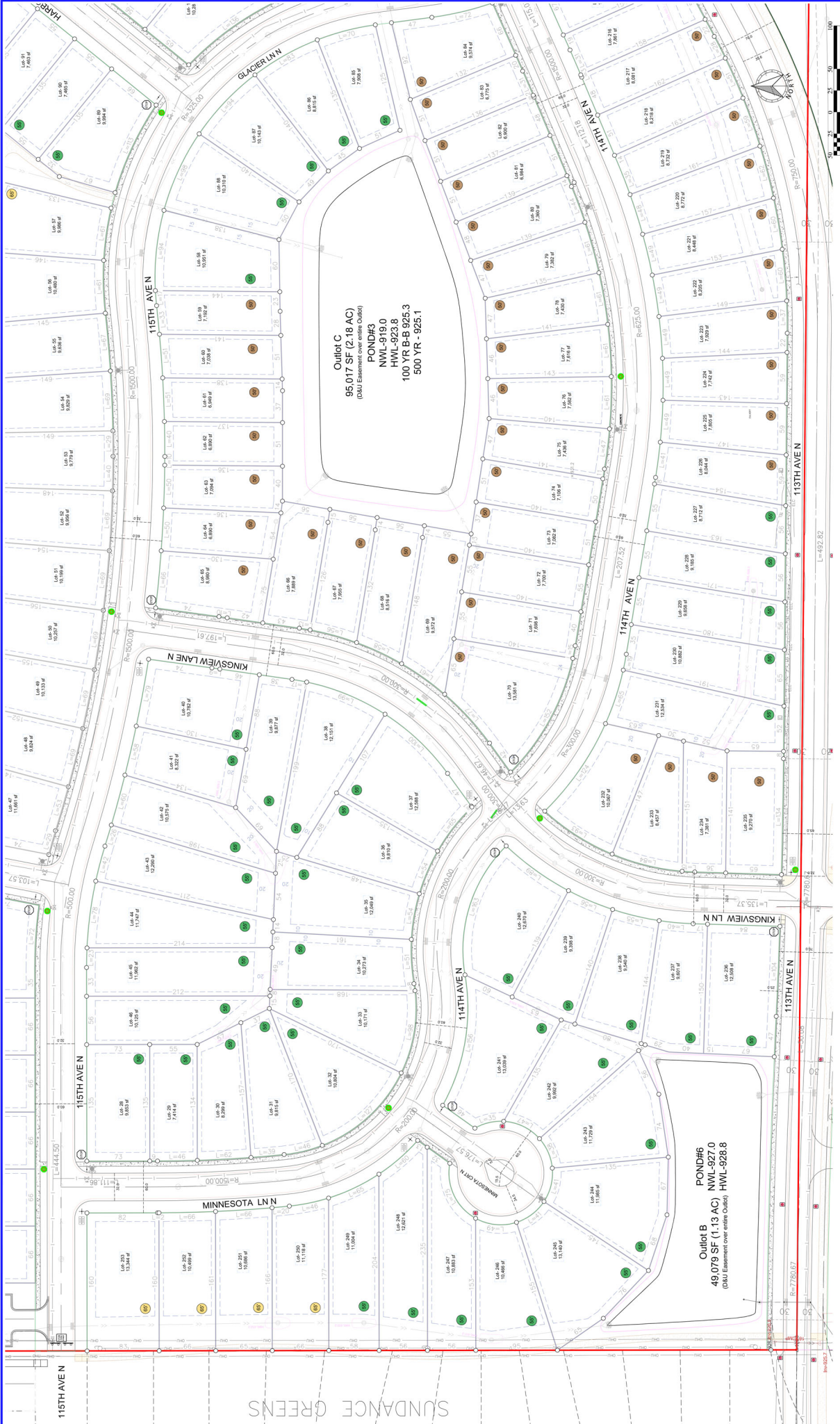
Scale: 1" = 50'

North Arrow

Disclaimer: I hereby certify that this survey, plan or other data prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota. Dated this 19th day of December, 2024.

David J. Sathre
David J. Sathre, L.S.
Minnesota License No. 26147
dsathre@sathre.com

RP6



FIELD CREW

NO.	BY	DATE	REVISION
1	BSM	07/24	CITY COMMENTS 0024
2	BSM	07/24	PC MEETING LAYOUT CHANGE
3	BSM	07/25	PC MEETING - SYS CODE REMOVAL

DATE 07/25/2024
SCALE 1" = 40' (AS SHOWN)
PROJECT 177
DRAWN BSM
CHECKED BSM
DATE 07/25/2024

FILE NO. 19274-006
PP3
PRELIMINARY PLAT - DCM FARMS
PREPARED FOR:
SUNDANCE WOODS, LLC.

TYPE: PDR SEC. 33
 Hennepin County

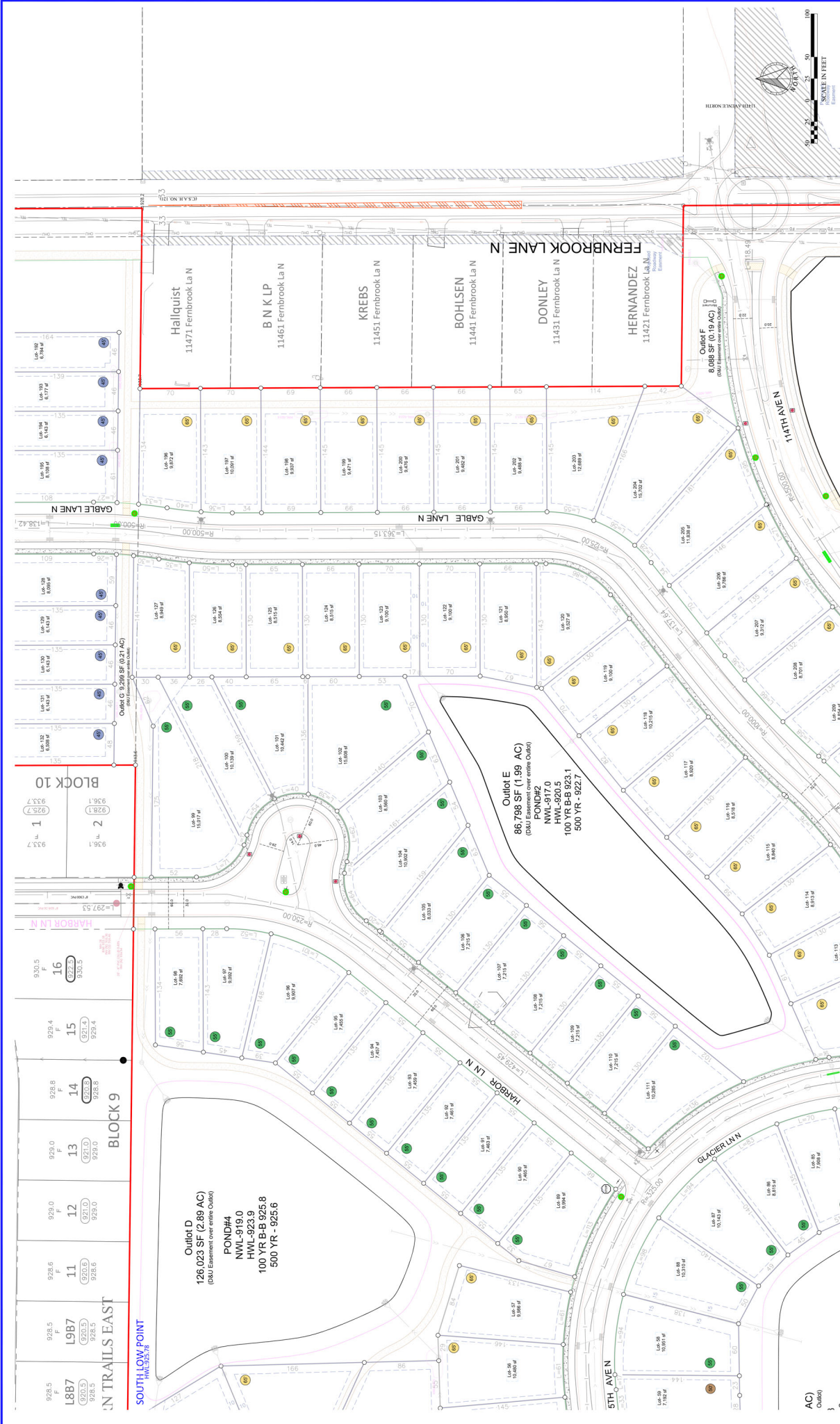
DAYTON
MINNESOTA

SATHRE-BERGQUIST, INC.
 14000 20TH AVENUE NORTH, SUITE 120
 FARMINGTON, MN 55024
 WWW.SATHRE.COM

ENGINEERS
 SATHRE-BERGQUIST, INC.
 14000 20TH AVENUE NORTH, SUITE 120
 FARMINGTON, MN 55024
 WWW.SATHRE.COM

REGISTERED PROFESSIONAL ENGINEER
 State of Minnesota
 License No. 26147
 Daniel J. Schmitt, P.E.

NOTICE: I hereby certify that this plat, plan or other map prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota. Dated this 19th day of December, 2024.



FIELD CREW

NO.	BY	DATE
1	RSW	9/27/24
2	RSW	10/17/24
3	RSW	2/19/25

DATE 1/7/25

REVISION

NO.	DESCRIPTION
1	CITY COMMENTS #9024
2	PC MEETING LAYOUT CHANGE
3	PC MEETING SYBS CODE REMOVAL

DATE 1/7/25

FILE NO. 19214-006

PP4

PRELIMINARY PLAT - DCM FARMS

PREPARED FOR: SUNDANCE WOODS, LLC.

TPR 19A-RGE 29 SEC-33
Hennepin County

DAYTON
MINNESOTA

SATHRE-BERGQUIST, INC.
14000 20TH AVENUE NORTH, SUITE 120
PLYMOUTH, MINNESOTA 55441-4493
WWW.SATHRE.COM

ENGINEERS
SATHRE-BERGQUIST, INC.
14000 20TH AVENUE NORTH, SUITE 120
PLYMOUTH, MINNESOTA 55441-4493
WWW.SATHRE.COM

I hereby certify that this survey, plan or other map prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.
Signed this 19th day of December, 2024.

David J. Sathre
David J. Sathre, L.S.
Minnesota License No. 26147
dsathre@sathre.com



FIELD	NO.	BY	DATE	REVISION
XXX	1	RSW	9/27/24	CITY COMMENTS #9024
XXX	2	RSW	10/17/24	PC MEETING LAYOUT CHANGE
XXX	3	RSW	2/19/25	PC MEETING - SYBS COS REMOVAL
XXX	4	RSW	2/19/25	PC MEETING - SYBS COS REMOVAL
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XXX	99	RSW	2/19/25	PC MEETING - SYBS COS REMOVAL
XXX	100	RSW	2/19/25	PC MEETING - SYBS COS REMOVAL

OUTLET C
85,017 SF (2.18 AC)
(DMU Easement over entire Outlet)

OUTLET F
8,085 SF (0.18 AC)
(DMU Easement over entire Outlet)

OUTLET K
32,547 SF (0.75 AC)
(DMU Easement over entire Outlet)

POND #1
NWL-912.5
HWL-918.5

POND #2
NWL-913.0
HWL-923.8
100 YR B-B 925.3
500 YR - 925.1

11TH AVENUE NORTH
GLACIER LANE NORTH
ICE GREENS

Scale: 1" = 30' (Horizontal), 1" = 10' (Vertical)

North Arrow

DATE: 2/19/25

PREPARED FOR: SUNDANCE WOODS, LLC.

PREPARED BY: DAYTON, MINNESOTA

PROJECT: PRELIMINARY PLAT - DCM FARMS

FILE NO.: 19274-006

PP5

RP6

SATHRE-BERGQUIST, INC.
14000 20TH AVENUE NORTH, SUITE 120
PLYMOUTH, MN 55449
WWW.SATHRE.COM

DAYTON, MINNESOTA

TPR 20-RGE 22 SEC 23
Hennepin County

11th Avenue North
Glacier Lane North
Ice Greens

Outlet C
Outlet F
Outlet K
Pond #1
Pond #2

Lot 1-100

Scale in Feet

0 25 50 100

1" = 30'

1" = 10'

North Arrow

DATE: 2/19/25

PREPARED FOR: SUNDANCE WOODS, LLC.

PREPARED BY: DAYTON, MINNESOTA

PROJECT: PRELIMINARY PLAT - DCM FARMS

FILE NO.: 19274-006

PP5

RP6

SATHRE-BERGQUIST, INC.
14000 20TH AVENUE NORTH, SUITE 120
PLYMOUTH, MN 55449
WWW.SATHRE.COM

DAYTON, MINNESOTA

TPR 20-RGE 22 SEC 23
Hennepin County

11th Avenue North
Glacier Lane North
Ice Greens

Outlet C
Outlet F
Outlet K
Pond #1
Pond #2

Lot 1-100

Scale in Feet

0 25 50 100

1" = 30'

1" = 10'

North Arrow

DCM FARMS SECOND ADDITION

C.R. DOC. NO. _____

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

OUTLOT A, DCM FARMS

AND

OUTLOT B, DCM FARMS

AND

OUTLOT C, DCM FARMS

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

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

Signed: Sundance Woods, LLC

Thomas Dehn, President

STATE OF MINNESOTA, COUNTY OF _____

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

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

SURVEYORS CERTIFICATE

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

Dated this _____ day of _____, 20__.

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

STATE OF MINNESOTA, COUNTY OF HENNEPIN

This instrument was acknowledged before me this _____ day of _____, 20__, by Colyn M. Tvete, a Licensed Land Surveyor, Minnesota License No. 62269.

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

CITY COUNCIL, CITY OF DAYTON, MINNESOTA

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

City Council, City of Dayton, Minnesota

By: _____, Mayor By: _____, Clerk

COUNTY AUDITOR

Hennepin County, Minnesota

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

Daniel Rogan, County Auditor By: _____, Deputy

SURVEY DIVISION

Hennepin County, Minnesota

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

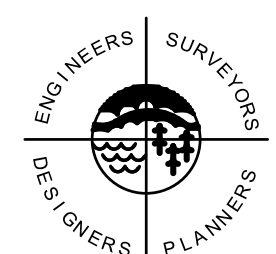
Chris F. Mavis, County Surveyor By: _____

COUNTY RECORDER

Hennepin County, Minnesota

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

Amber Bougie, County Recorder By: _____, Deputy



SATHRE-BERGQUIST, INC.

DCM FARMS SECOND ADDITION

C.R. DOC. NO. _____

BRAYBURN TRAILS EAST | BRAYBURN TRAILS | EAST
2ND ADDITION | 3RD ADDITION | HARBOR LN N |



The basis for the bearing system is the most northerly line of OUTLOT B, DCM FARMS, which is assumed to bear North 89 degrees 07 minutes 46 seconds West (SEE SHEET 3 OF 7 SHEETS)

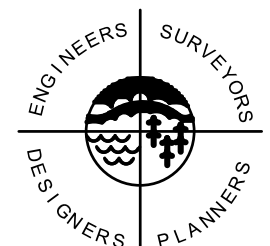
- Denotes a 1/2 inch by 14 inch iron pipe monument set and marked by License No. 62269 in accordance with Minnesota State Statute 505.021, Subd. 10.
- Denotes a 1/2 inch pipe monument found and marked by License No. 62269, unless shown otherwise.

LANEWOOD CIR N

INSET B
(SEE SHEET 5 OF 7 SHEETS)

INSET C
(SEE SHEET 6 OF 7 SHEETS)

INSET D
(SEE SHEET 7 OF 7 SHEETS)



SATHRE-BERGQUIST, INC.

DCM FARMS SECOND ADDITION

C.R. DOC. NO. _____

U N P L A T T E D

(C.S.A.H. NO. 121, PLAT 14)

FERNBROOK LANE NORTH

S00°16'50"E 1218.91

OUTLOT E

535.45

GABLE LANE N

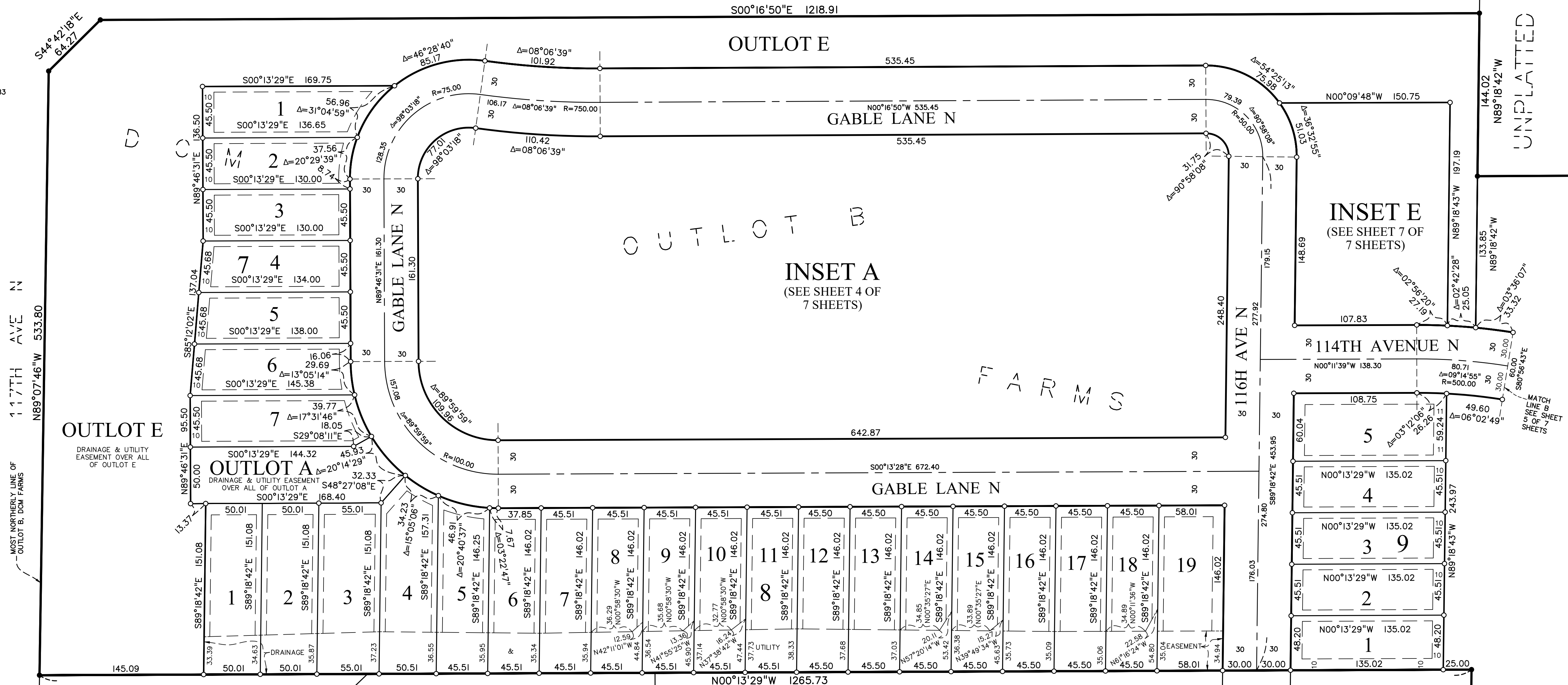
535.45

OUTLOT B

INSET A
(SEE SHEET 4 OF 7 SHEETS)

INSET E
(SEE SHEET 7 OF 7 SHEETS)

UNPLATTED



OUTLOT E

DRAINAGE & UTILITY EASEMENT OVER ALL OF OUTLOT E

OUTLOT A

DRAINAGE & UTILITY EASEMENT OVER ALL OF OUTLOT A

GABLE LANE N

642.87

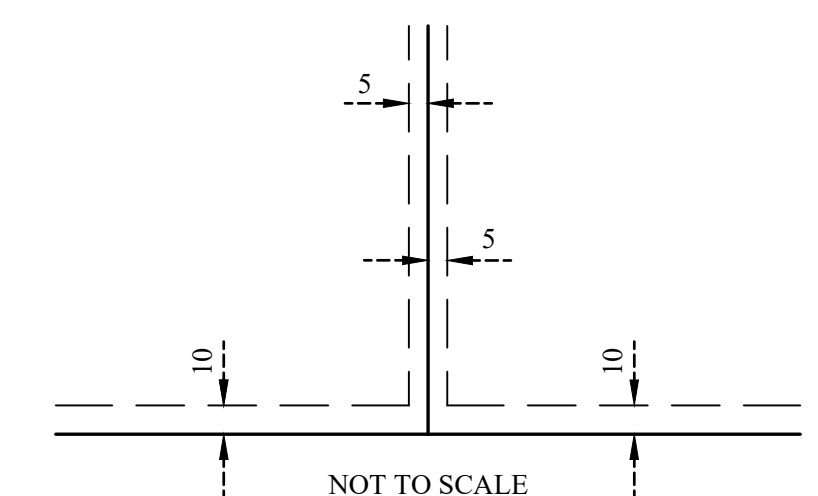
BRAYBURN EAST 2ND

TRAILS ADDITION

BRAYBURN EAST 3RD

TRAILS ADDITION

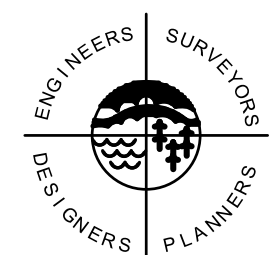
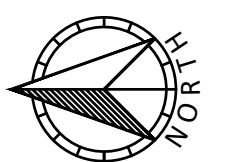
DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



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

The basis for the bearing system is the most northerly line of OUTLOT B, DCM FARMS, which is assumed to bear North 89 degrees 07 minutes 46 seconds West

- Denotes a 1/2 inch by 14 inch iron pipe monument set and marked by License No. 62269 in accordance with Minnesota State Statute 505.021, Subd. 10.
- Denotes a 1/2 inch pipe monument found and marked by License No. 62269, unless shown otherwise.

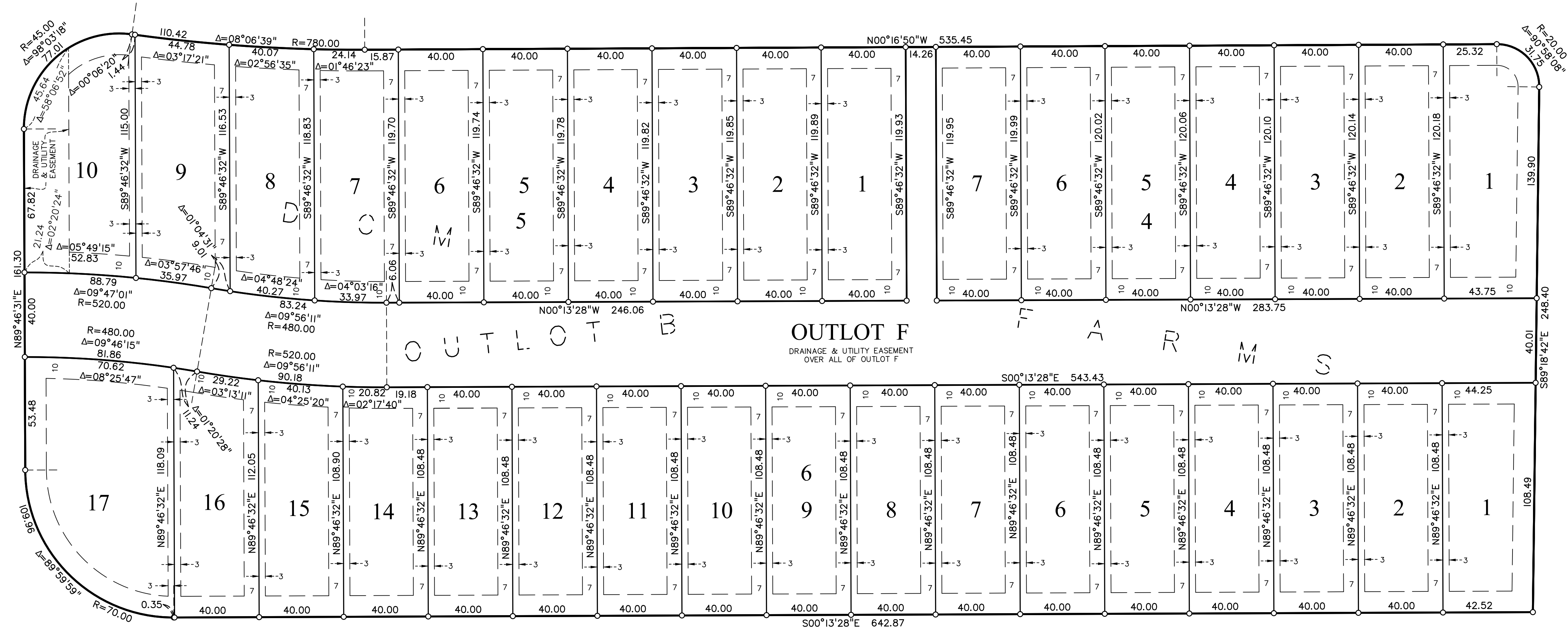


SATHRE-BERGQUIST, INC.

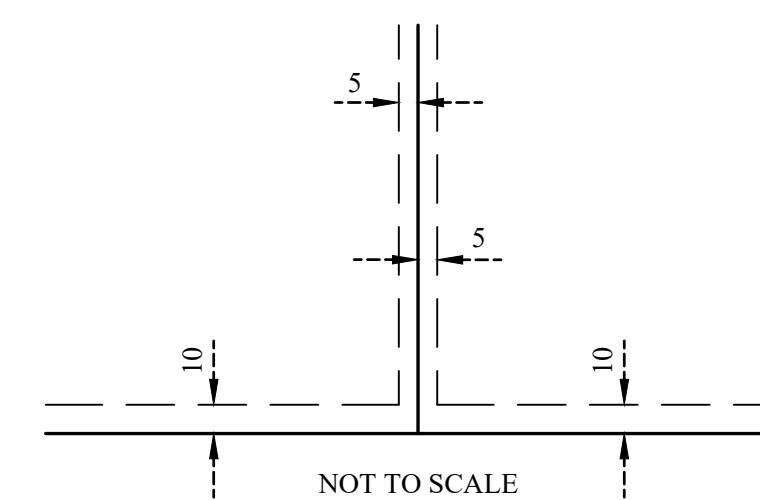
DCM FARMS SECOND ADDITION

INSET A

C.R. DOC. NO. _____



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:

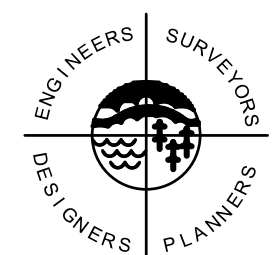
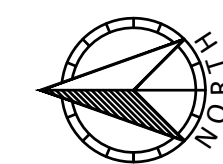


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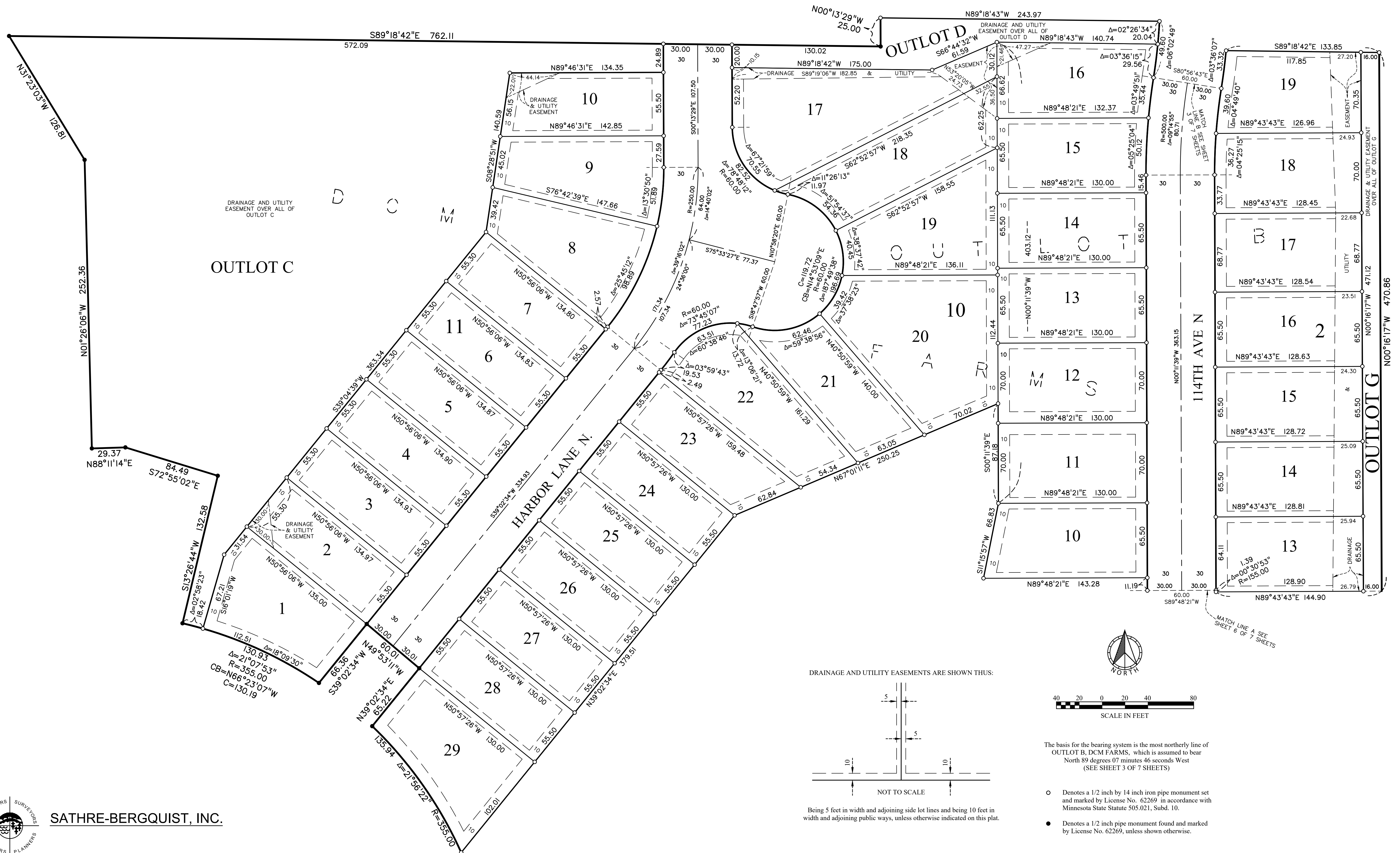
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SATHRE-BERGQUIST, INC.

DCM FARMS SECOND ADDITION INSET B

C.R. DOC. NO. _____



OUTLOT C

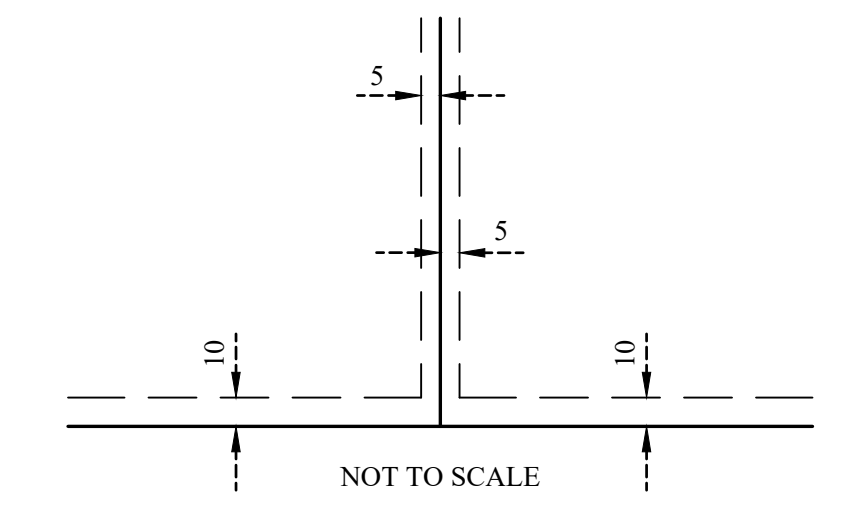
OUTLOT D

OUTLOT G

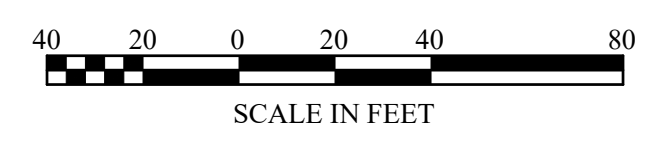
HARBOR LANE N

114TH AVE N

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:

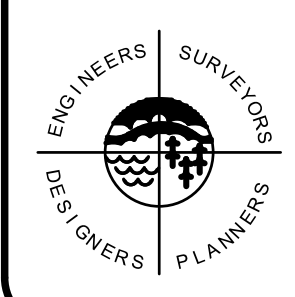


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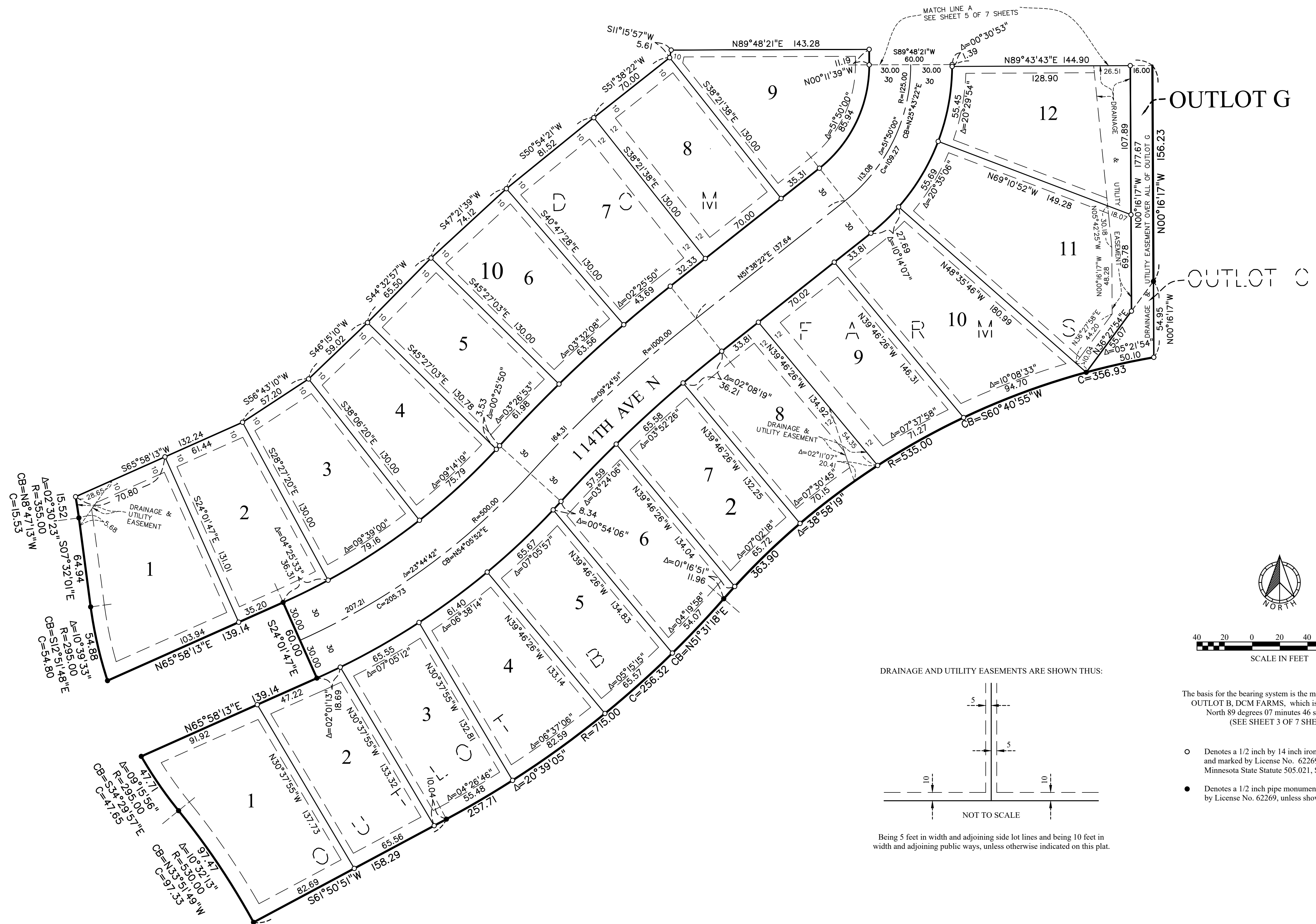
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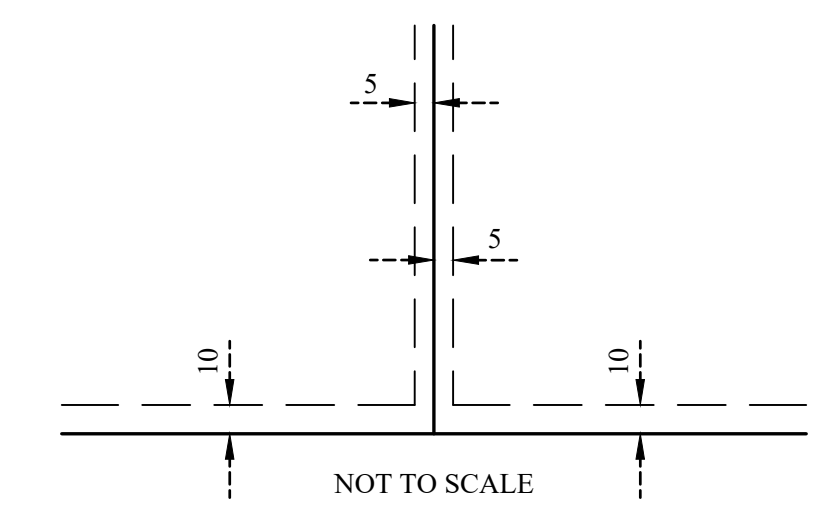
SATHRE-BERGQUIST, INC.

DCM FARMS SECOND ADDITION INSET C

C.R. DOC. NO. _____



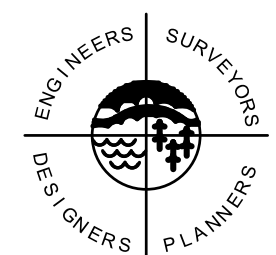
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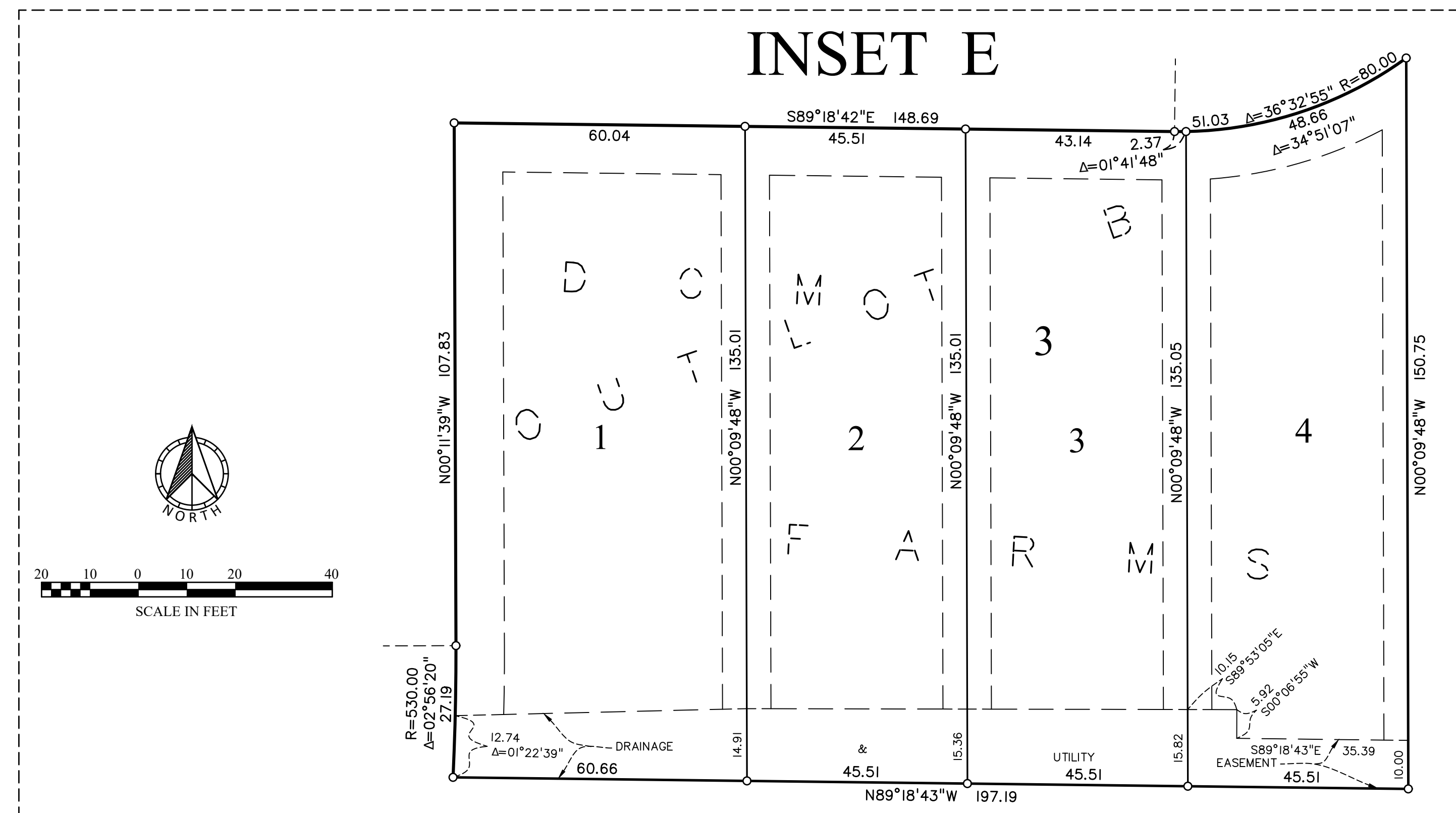
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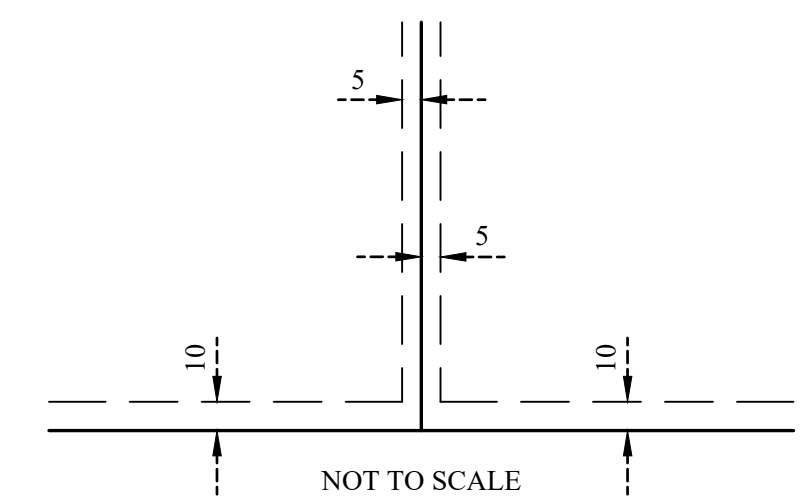
SATHRE-BERGQUIST, INC.

DCM FARMS SECOND ADDITION

C.R. DOC. NO. _____



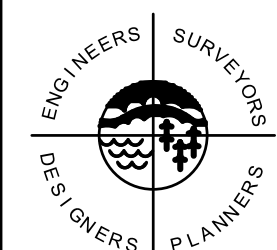
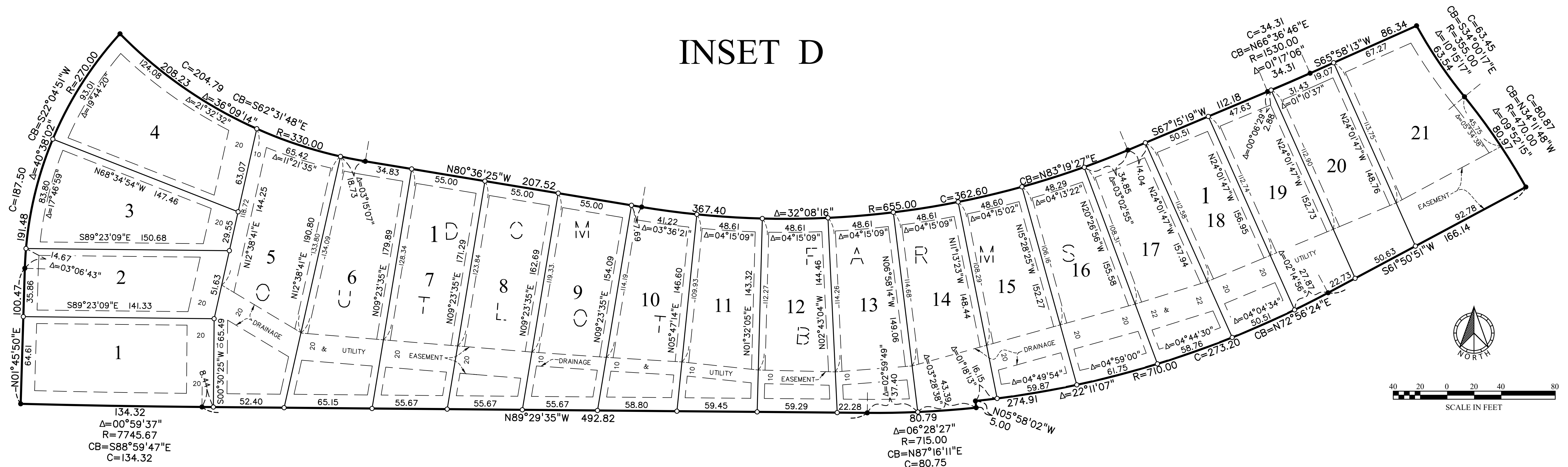
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SATHRE-BERGQUIST, INC.

ITEM:

Ordinance 2026-10, Amendment to City Code Section 1001.19, Subd. 7(2)G related to minimum garage size for single and 2-family dwellings

APPLICANT/PRESENTERS:

Jon Sevald, Community Development Director
Grace Gerard, Consulting City Planner

PREPARED BY:

Grace Gerard, Consulting City Planner

BACKGROUND/OVERVIEW:

Minimum garage size and minimum parking requirements for single-family detached and attached dwelling units are established in several sections of the Code. During plan review, it came to the attention of staff that there is a conflict within the Code regarding the minimum garage size requirement. The intent of this Ordinance amendment is to remove this conflict within the Code for detached single-family dwellings.

Minimum Garage Size is regulated in both the Off-Street Parking section of the City Code and under each Zoning District:

Minimum Garage Size	RO	R1	R1A	R2	RE	R3	RM	GMU 1, 2	GMU 3,4	GMU 5
Single Family Attached/Detached with Basement (1001.19)	2 Parking Spaces per Unit	440	440	440	440	440	440	440	440	480
Single Family Attached/Detached without Basement (1001.19)		540	540	540	540	540	540	540	540	540
Single-Family Detached, all (1001.05)		440	440	440	440	440	440	Not Permitted	Not Permitted	Not Permitted

• Minimum size for single-family attached dwellings is also provided within each zoning district – not shown in table

Currently, the performance standards for each residential zoning district establish a minimum required garage size. A minimum garage size of 440 square feet is required for detached single-family dwellings, regardless of the presence of a basement, in the R-1, R-1A, R-2, RE, R-3, and RM zoning districts.¹ The minimum garage size for attached single-family dwellings in the R-3 and RM zoning district is 440 square feet for dwelling units with a basement and 540 square-feet for dwelling units without a basement.² The minimum garage size for townhomes in the GMU-2, GMU-3, GMU-4 zoning districts is 480 square feet.³

City Code Section 1001.19 Subd. 7(2) regulates parking and says:

¹ City Code Section 1001.05 Subd. 1(6)a, 1001.05 Subd. 2(9)a, 1001.05 Subd. 3(6)b, 1001.05 Subd. 4(6)b, 1001.05 Subd. 5(8)a, 1001.05 Subd. 6(6)a

² City Code Section 1001.05 Subd. 5(9)c8

³ City Code Section 1001.065 Subd. 2(8)a, 1001.065 Subd. 3(8)a, 1001.065 Subd. 4(7)a

- g. Garage size. The minimum garage size for single and 2-family dwellings attached or detached, shall be 440 square feet (22' x 20') for each dwelling unit with a basement and 540 square feet (22' x 24') without a basement.*

Staff is proposing to remove the above section of Code. Having garage standards in multiple sections and the inconsistency between the performance standards for each district and City Code Section 1001.19 Subd. 7(2)g has created confusion between City staff and builders. By removing the above section of Code, the minimum garage size for detached and attached single-family dwelling units will be established within the performance standards for each zoning district, as it is already written within those sections, instead of within City Code Section 1001.19. For example, for a single-family detached home in the R-3 Zoning District, the minimum garage size would be 440 square feet regardless of the presence of a basement instead of 440 square feet with a basement and 540 square feet without a basement. This will eliminate the conflict between the performance standards and parking sections of Code and increase consistency in the plan review process for new dwelling units.

As a frame of reference, the City Code also establishes a minimum parking requirement of two enclosed spaces and two surface spaces for all single and two-family dwellings and two enclosed spaces, two surface spaces, and ½ visitor spaces for townhomes.⁴ In Dayton, the minimum size of a parking space is 10 feet in width and 20 feet in depth, or 200 square feet.⁵ A garage size of 400 square feet is needed to accommodate two enclosed parking spaces. A 440 square foot garage, as is already required for all detached single-family dwelling units within the performance standards for R-1, R-1A, R-2, RE, R-3, and RM zoning districts, meets this standard and allows 40 square feet for the storage of trash and recycling receptacles and lawn maintenance equipment that would not typically be stored within a basement. Additionally, staff has not received any complaints regarding garage size from residents of detached single-family dwellings.

CRITICAL ISSUES:

N/A

60/120-DAY RULE (IF APPLICABLE):

	60-Days	120-Days
N/A	N/A	N/A

RELATIONSHIP TO COUNCIL GOALS:

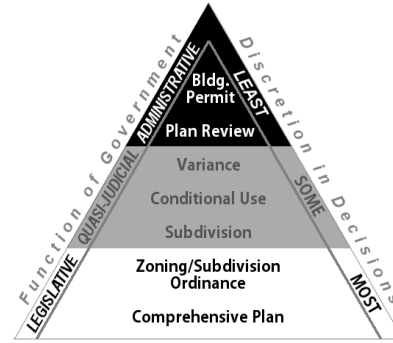
N/A

⁴ City Code Section 1001.19 Subd. 7(2)j

⁵ City Code Section 1001.19 Subd. 9(1)

LEVEL OF CITY DISCRETION IN DECISION MAKING:

Action taken on the proposed Zoning Ordinance Amendment is legislative in nature; the City has broad discretion in making land use decisions based on the comprehensive plan and advancing the health, safety, and general welfare of the community. The basic question of the Zoning Ordinance Amendment is whether it will advance the City’s vision and goals for future development and redevelopment.



PLANNING COMMISSION RECOMMENDATION:

The Planning Commission held a Public Hearing for this item at the June 4, 2026 Planning Commission Meeting. The Planning Commission voted 3-2 to recommend approval. The Planning Commission discussed whether removing the requirement for homes without a basement to have a 540 square foot garage would have a negative impact on the City and whether a more substantive amendment to the Code pertaining to garage sizes is needed.

The Planning Commission also directed staff to prepare an in-depth review of the Code as it pertains to garages for further discussion at a later date.

STAFF RECOMMENDATION:

Staff recommends approval of this Zoning Ordinance Amendment to eliminate the conflict between the Residential District standards and Parking Regulations sections of Code pertaining to garage size.

ATTACHMENT(S):

Ordinance 2026-10

Current City Code Section 1001.19 Subd. 7 (Parking Regulations - Required Off-Street Parking Spaces and Garages)

⁴ City Code Section 1001.19 Subd. 7(2)j

⁵ City Code Section 1001.19 Subd. 9(1)

ORDINANCE 2026-10
CITY OF DAYTON
COUNTIES OF HENNEPIN AND WRIGHT
STATE OF MINNESOTA

**AN ORDINANCE AMENDING DAYTON CITY CODE 1001.19, SUBD. 7 REGARDING
MINIMUM GARAGE SIZE**

SECTION 1. AMENDMENT. Dayton City Code Section 1001.19, Subd.7(2) is hereby amended by adding the following underlined language and deleting the following ~~striketrough~~ language, which reads as follows:

- g. ~~Reserved. *Garage size.* The minimum garage size for single and 2-family dwellings attached or detached, shall be 440 square feet (22' x 20') for each dwelling unit with a basement and 540 square feet (22' x 24') without a basement.~~

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 23rd Day of June, 2026.

Dennis Fisher, Mayor

ATTEST:

Amy Benting, City Clerk

Motion by _____. Second by _____.

Ayes:

Nays:

Motion passed

Published by THE PRESS on _____, 2026.

Subd. 7 Required Off-Street Parking Spaces and Garages

(1) *General factors that determine the required number of parking spaces for specified uses.* The number of parking spaces required is based on several primary factors:

- a. For residential uses, the number of dwelling units;
- b. For most office and business uses, the floor area in square feet of a specific use;
- c. For some industrial and public service uses, the number of employees (usually on the major shift);
- d. For service businesses (clinics, mortuaries, and the like), the number of offices, vehicles, or other operational unit;
- e. For gathering places, the seating capacity;
- f. For multiple function uses (including uses that may have more than 1 subuse), the sum of the individual requirements.

(2) *Calculation of parking requirements.*

a. *Floor area.* For the purpose of determining off-street parking requirements, the term "floor area" shall mean the sum of the gross horizontal areas of the several floors of a building, including interior balconies, mezzanines, basements, and attached accessory buildings, but exempting that area primarily devoted to window display, storage, fitting rooms, stairs, escalators, unenclosed porches, detached accessory buildings utilized for dead storage, heating and utility rooms, inside off-street parking, or loading space. Measurements shall be made from the inside of exterior walls.

b. 1. Multiple types of use in a single building, or in a complex of several buildings on a single site. In instances where more than 1 type of use occupies the same building or parcel, the total number of required spaces shall be based upon the parking requirements for each use. Parking need will be based on existing and potential uses of the building.

2. In cases where potential future uses will generate additional parking demand, the City may require proof of parking plan for the difference between the immediate and potential parking needs. In cases where potential users are unknown, parking shall be calculated using 80% of the gross floor area of the building.

c. *Bench seating.* In stadiums, sports arenas, churches, and other places of assembly in which patrons or spectators occupy benches, pews, or other similar seating facilities, each 18 inches of the seating facilities shall constitute 1 seat for the purpose of calculating required parking.

d. *Reduced parking requirement.* The City recognizes reuse of sites and that the strict interpretation of the parking standards of this section may not be appropriate for each specific use or lot. Therefore, the City Council may approve alternative parking standards through the City review process provided the applicant can demonstrate, based upon documented parking studies and site specific analysis, that a need exists to provide more or fewer parking stalls than the maximum or minimum parking standards or to deviate from pervious paving/paver system standards. Factors to be considered in such determination include (without limitation) national parking standards, parking standards for similar businesses or land uses, size of building, type of use, number of employees, expected volume and turnover of customer traffic and expected frequency and number of delivery or service vehicles and appropriate soils and/or site conditions to support pervious paving/paver systems.

e. *Joint parking facilities.*

1. *Off-street joint parking facilities.* Off-street parking facilities for a combination of mixed buildings, structures, or uses may be provided collectively in any Business or Industrial District in which separate parking facilities for each separate building, structure, or use would be required, provided that the total number of spaces provided shall equal the sum of the separate requirements of each use and properties are contiguous to each other. The joint use of parking facilities shall be protected by a recorded covenant acceptable to the City.

2. Joint or combined parking facilities or adjoining parking facilities on separate lots as authorized and when constructed adjacent to a common lot line separating 2 or more parking areas are not required to observe the parking area setback from the common lot line.

3. *Joint parking facility reductions.* The City Council may, after receiving a report and recommendation from the Planning Commission, approve a CUP for 1 or more businesses that would allow the number of required spaces to be reduced if the following conditions are found to exist:

(a) *Entertainment uses.* Up to 50% of the parking facilities required for a theater, bowling alley, or similar commercial recreational facility may be supplied by the off-street parking facilities provided by type of uses specified as primarily daytime uses in Subsection 1001.19, Subd. 7(2)j.2. below.

(b) *Nighttime or Sunday uses.* Up to 50% of the off-street parking facilities required for any use specified under Subsection 1001.19, Subd. 7(2)j.2. below as primarily daytime uses may be supplied by the parking facilities provided by the following nighttime or Sunday uses: auditoriums incidental to public or parochial school, churches, bowling alleys, theaters, or apartments.

(c) *Schools, auditorium, and church uses.* Up to 80% of the parking facilities required by this section for a church or an auditorium incidental to a public or parochial school may be supplied by the off-street parking facilities provided by uses

specified under Subsection 1001.19, Subd. 7(2)j.2.(g) through (j) below as primarily daytime uses.

(d) *Daytime uses.* For the purpose of this section, the following uses are considered as primarily daytime uses: banks, business offices, retail stores, personal service shops, service shops, manufacturing, wholesale, and similar uses.

(e) *Additional criteria for joint parking.* In addition to the preceding requirements, the following conditions are required for joint parking usage:

i. *Proximity.* The building or use for which application is being made to utilize the off-street parking facilities provided by another building or use shall be located within 300 feet of the parking facilities.

ii. *Conflict in hours.* The applicant shall demonstrate in documented fashion that there is no substantial conflict in the principal operation hours of the 2 buildings or uses for which joint use of off-street parking facilities is proposed.

iii. *Written consent and agreement.* A legally binding instrument, executed by the parties concerned, for joint use of off-street parking facilities, duly approved as to title of grantors or lessors, and form and manner of execution by the City Attorney, shall be filed with the City and recorded with the Hennepin or Wright County Recorder or Registrar of Titles, and a certified copy of the recorded document shall be filed with the City within 60 days after approval of the joint parking use by the City.

f. *Proof of parking.* The City may permit parking banking of up to 25% of the required parking spaces through the site plan review process.

1. Sufficient evidence shall be provided by the applicant that supports the reduced parking needs.

2. The area proposed for banking of parking spaces shall be an area suitable for parking at a future time.

3. Landscaping of the banked area shall be in full compliance of the zoning regulations and at a minimum landscaped with turf. As a result of the site plan review process, the City may require additional landscaping of the land-banked area.

4. The parking banking area cannot be used for any other use without amendment of the site plan.

5. As part of the site plan review process, the applicant shall show the area to be banked on the site plan and marked as "banked future parking."

6. The City, on the basis of increased parking demand for the use, shall require the conversion of all or part of the banked area to off-street parking spaces.

g. *Garage size.* The minimum garage size for single and 2-family dwellings attached or detached, shall be 440 square feet (22' x 20') for each dwelling unit with a basement and 540 square feet (22' x 24') without a basement.

h. *Parking requirements for uses not specified herein.* In the event this chapter does not specify the number of parking spaces for a specific use, the determination of required parking spaces shall be made using the following criteria:

1. The number of parking spaces required for a use in terms of the parking demand anticipated to be generated;

2. The square footage to be occupied by the proposed use;

3. The number of employees and patrons that are anticipated for the proposed use.

i. *Fractional spaces.* When the calculation of required number of spaces results in a fraction, each fraction of 1/2 or more shall constitute another space.

j. *Required minimum parking.* The minimum number of parking spaces for each use shall be as follows:

1. *Residential.* (Residential minimum parking requirements shall have flexibility through the development process if a project meets the goals and policies of the Comprehensive Plan to achieve affordable housing).

(a) *Single and 2-family dwellings.* Each dwelling unit shall include 2 enclosed spaces and 2 surfaced spaces.

(b) *Townhouses.* Each dwelling unit shall include 2 enclosed spaces and 2 surfaced spaces, plus an additional 1/2 parking space per dwelling unit for visitors. Visitor parking may be consolidated in key areas of the townhouse development or it may be located in driveways leading to garages, provided that the visitor parking space will not interfere with circulation.

(c) *Multiple-family dwellings.* Two spaces per dwelling unit, 1 of which must be enclosed, plus an additional 1/2 parking space per every 5 dwelling units for visitors.

(d) *Senior housing.* In connection with multiple dwelling units that restrict occupancy to senior citizens, the City Council may grant a variance reducing the parking requirement to a minimum of 1.25 spaces per dwelling unit, 1 of which must be enclosed for each 3 dwelling units. In connection with the variance, the City Council will require that the landowner, for him or herself, his or her successors and assignees, agree to expand available parking to the full amount required by this section if the occupancy is not restricted to senior citizens. Adequate land area shall be designated and set aside for future expansion of the parking to the full amount required by this section, if needed. For the purpose this section, senior citizens are defined as persons 55 years of age or older.

(e) *Manufactured home park.* Two parking spaces per unit plus 1/2 parking space for visitors. Each manufactured home park shall maintain a hard surfaced off-street parking lot for guest of occupants of at least 1 space for each 5 coach sites. Visitor parking may be consolidated in key locations of the manufactured home park development.

(f) *Special residential.*

- i. Assisted living facility - 1/2 spaces per unit.
- ii. Daycare nursery - 1 space per teacher/employee on the largest work shift, plus 1 off street loading space per 6 students.
- iii. Group dwellings - 1 space per sleeping room or for every 4 beds.
- iv. Monasteries, convents - 1 space per 6 residents, plus 1 space per employee on the largest work shift, plus 1 space per 5 chapel seats if the public may attend services.
- v. Nursing home other than assisted living facility - 1 space per 6 patient beds, plus 1 space per employee on the largest work shift.
- vi. Nursing homes - 1 space per 6 patient beds, plus 1 space per employee on the largest work shift.
- vii. Retirement housing - for apartment dwelling units, 1 space per unit with a minimum of half of the required spaces as enclosed garage spaces. The development shall include a proof of parking area sufficient to meet the parking the City Council determines necessary, and that the development is not likely to be converted to non-age restricted housing in the foreseeable future. Townhouse dwelling units shall comply with the requirements of this subsection vii.

2. *Non-residential.*

- (a) Bed and breakfast establishments. Two spaces for the principal dwelling unit plus 1 space for each rental unit.
- (b) Board and lodging houses. One space for each 4 beds.
- (c) Day care accessory to business use. One space per employee.
- (d) Residential facilities. One space for each bed, plus 1 space for each 3 employees at maximum shift other than doctors.
- (e) Hotel, motel. One space for each rental unit plus 1 space for each employee at maximum shift, plus 1 space per 3 persons to the maximum occupancy load of each public meeting and/or banquet room plus 50% of the spaces otherwise required for accessory uses (e.g. restaurants and bars).
- (f) Nursing home, assisted living facility, sanitarium, convalescent, rest home, or institution. One space for each 6 beds for which accommodations are offered, plus 1 space for each 2 employees at maximum shift.
- (g) Schools, elementary and junior high. Three spaces for each classroom.
- (h) Schools, high school and all post secondary institutions. One space for each 4 students based on design capacity, plus 3 additional spaces for each classroom.
- (i) Place of worship and other places of assembly. One space for each 3 seats.
- (j) Community center, theatre, assembly hall, auditorium, sports arena. One space per 3 patrons at the maximum occupancy load of the facility, plus 1 space per employee on the largest work shift.
- (k) Hospital. One space for each 3 hospital beds, plus 1 space for each 4 employees other than doctors at maximum shift, plus 1 parking space for each resident and regular staff doctor. Bassinets shall not be counted as beds.
- (l) Medical clinic, dental clinic or animal hospital. Six spaces per staff doctor or dentist.
- (m) Animal kennel. Five spaces plus 1 for each 500 square feet over 1,000 square feet.
- (n) Health club. One space for each 200 square feet of floor area.
- (o) Golf course, tennis or swimming club. Twenty spaces minimum plus 4 spaces for each 200 square feet floor area.
- (p) Mini golf course. One and 1/2 spaces per hole plus 1 space for every employee.
- (q) Bowling alley. Six parking spaces for each alley, plus additional spaces as may be required for related uses such as restaurant/bar.
- (r) Vehicle related retail/service. Two spaces plus 3 spaces for each service stall, plus 1 space for each 250 square feet of building used for the sale of goods and services, plus adequate stacking and maneuvering space for pump island areas.
- (s) Restaurant, café, bar, tavern, night club. One space for each 2.5 seats based on design capacity and 1 space per employee based on largest working shift or as determined by the business plan and approved by the City.
- (t) Restaurant, drive-in or take out. One space for each 15 square feet of floor area allocated to patron service and counter area, plus 1 space for every 2.5 seats based on design capacity.
- (u) Retail stores. Five spaces for each 1,000 square feet of floor area.

- (v) Outdoor storage display of retail. One per 2,000 square feet in addition to required use.
- (w) Indoor retail storage facility. One space per employee at full shift plus 1 space for each 6,000 square feet, 2 parking per dwelling.
- (x) Cellular/antenna/communication tower. One space per tower for repair vehicle.
- (y) Office, banks, public administration. One space for each 200 square feet of floor area.
- (z) Library, museum, post office. One parking space for each 300 square feet of floor area.
- (aa) Funeral homes. Eight spaces for each chapel or parlor, plus 1 space for each funeral vehicle maintained on the premises. Aisle space shall also be provided off the street for making up a funeral procession.
- (bb) Furniture store, wholesale, auto sales, repair shops. Three spaces for each 1,000 square feet of floor area. Open sales lots shall provide 2 spaces for each 5,000 square feet of lot area, but not less than 3 spaces.
- (cc) 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.
- (dd) Crude oil, gasoline or other liquid storage tanks. 1 space for loading.
- (ee) Research, experimental or testing station. One space for each 350 square feet floor area.
- (ff) Shopping centers. Five spaces for every 1,000 square feet of floor area.
- (gg) Marinas. One and 1/2 spaces per slip plus 1 space per employee and a minimum of 20 twelve by twenty-five foot trailer stalls.
- (hh) Public parks. Parking spaces will be determined on the type of park developed and the uses found in the park.
- (ii) All other retail. Ten spaces for every 1,000 square feet of floor area.

ITEM:

Southwest Dayton Infrastructure Improvements

PREPARED BY:

Jason Quisberg, Engineering

POLICY DECISION / ACTION TO BE CONSIDERED:

Approve Plans and Specifications and Authorize bids for the Southwest Dayton Infrastructure Improvements Project

BACKGROUND:

Accessibility to the southwest corner of Dayton, specifically that area bound by I-94 and the cities of Rogers and Maple Grove, was significantly improved with the opening of the Dayton Parkway Interchange in 2021. This area, essentially bisected by Dayton Parkway, will require additional local roadways to gain access to all parcels.

The construction of a roadway extension to the south is being considered to provide access to the three parcels south of Dayton Parkway, two of which are currently land locked. Sewer and water utilities would also be extended with the roadway, for future service to the area.

The preparation of plans and specifications for the project was authorized in February 2026. The bidding documents are complete and ready for use in the solicitation of contractor bids for construction of the improvements.



Estimated Project Costs:

Activity	Estimated Cost	Notes
Construction	\$2,915,000	Includes 5% contingency
Engineering (~7.5%)	\$222,500	Per approved proposal
Other Indirect (~3.5%)	\$98,500	Est. legal, finance, real estate, etc.
Wetland Mitigation	\$555,000	Includes mitigation credits + fees
Total	\$3,791,000	

Anticipated Project Schedule:

Action	Date
Approve Plans/Authorize Bids	June 23, 2026
Open Bids	July 21, 2026
Award Bids	July 28, 2026
Start Construction	Early September 2026
*Interim Completion Date	November 15, 2026
Substantial Completion	August 1, 2027
Final Completion	October 31, 2027

*Interim completion date includes all utility and storm sewer installation, and road improvements up to base materials (gravel plus 2" bituminous paving). Curb and gutter and paving will be completed prior to Substantial Completion.

RECOMMENDATION:

Should Council desire to proceed with the project, it is recommended that project plans and specifications be approved as completed, and the solicitation for contractor bids be authorized

ATTACHMENT(S):

SW Dayton Infrastructure Improvements Plans (cover sheet only)
Advertisement for Bids

SECTION 00 11 13

ADVERTISEMENT FOR BIDS

Electronic Bids 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, July 21, 2026, at which time they will be opened electronically and reviewed for the furnishing of all labor, materials, and all else necessary for the following:

Dayton SW Infrastructure Improvements

In general, the work consists of the construction of storm sewer improvements, sanitary sewer and water improvements, and street construction with the following major work items and approximate quantities:

- 775 LF of RCP Storm Sewer Pipe
- 975 LF of PVC Sanitary Sewer Pipe
- 1000 LF of PVC Watermain Pipe
- 1500 LF of Drain Tile
- 3700 SY of Bituminous Reclamation
- 55000 CY of Common Excavation
- 2100 TN of Aggregate Base
- 6100 TN of Select Granular Borrow
- 4350 SY of Geotextile Road Fabric
- 1300 TN of Bituminous Course Mixtures
- 1700 LF of Concrete Curb and Gutter

Together with selective demolition, traffic control, erosion controls, seeding, and other related appurtenances.

Complete digital Bidding Documents are available at www.questcdn.com by inputting **QuestCDN eBidDoc #XXXXXXXX** on the website's Project Search page.

Direct inquiries to Engineer's Project Manager, Mark Schroeher, at (651) 395-5216 and mark.schroeher@stantec.com.

The Engineer's Estimate of Construction Cost for this Project is \$2,500,000.

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.

For this project, the City will only accept online electronic bids through QuestCDN. To access the electronic bid, download the project documents and click on the online bidding button at the top of the advertisement. Prospective bidders must be on the plan holders list through QuestCDN for bids to be accepted.

The Owner reserves the right to retain the deposits of the 3 lowest Bidders for a period not to exceed

60 days after the date and time set for the Opening of Bids. No Bids may be withdrawn for a period of 60 days after the date and time set for the Opening of Bids.

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

The successful bidder must be a "responsible contractor." The term "responsible contractor" means a contractor as defined in Minnesota Statutes, section 16C.285, subdivision 3. Any prime contractor, subcontractor, or motor carrier that does not meet the minimum criteria or fails to comply with the verification requirements is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project. A prime contractor, subcontractor, or motor carrier that makes a false statement under oath verifying compliance with the minimum criteria will be ineligible to be awarded a construction contract on the project, and the submission of a false statement may result in termination of a contract awarded to a prime contractor, subcontractor, or motor carrier that submits the false statement. A prime contractor shall include in its verification of compliance a list of all of its first-tier subcontractors that it intends to retain for work on the project. Before execution of a construction contract, a prime contractor shall submit a supplemental verification under oath confirming that all subcontractors and motor carriers that the prime contractor intends to use to perform project work have verified to the prime contractor, through a signed statement under oath by an owner or officer, that they meet the minimum criteria for a responsible contractor.

Jason Quisberg, City Engineer
City of Dayton/Hakanson Anderson

PUBLISHED: QuestCDN.com: July 2, 2026
Dayton-Champlin Press: July 2, 2026

ITEM:

Consideration of an RFP for a Public Facilities Assessment

PREPARED BY:

Zach Doud, City Administrator

POLICY DECISION / ACTION TO BE CONSIDERED:

Consideration of an RFP

BACKGROUND:

City Council approved the strategic plan at the April 28, 2026 council meeting. As part of that strategic plan, there were a number of key action items that were identified to be completed for the 2026 fiscal year. This Public Facilities Assessment is one of those identified action items.

The Public Facilities Assessment is a common process that occurs when communities are looking to update and upgrade facilities based on various reasons. The reason for the review for Dayton is due to the growth that has happened over the last 10 years and more specifically, the projected growth that Dayton will see in the next 5-20 years and beyond. This Assessment will review current facilities, review remodel versus new construction, and provide cost estimates for all options that are provided by the firm.

As part of the Public Facilities Assessment, from my conversations with other communities, it is common to establish a Facilities Committee that would be a temporary committee established to review the information and provide more in-depth responses to the selected firm. The Facilities Committee will need to be established and agreed upon by the City Council if this RFP were to be approved. My suggestion would be to have 2 members of council and 3 members of City staff which would include the City Administrator, Assistant City Administrator, and Public Works Director. If there were to be a desire for more input, I would recommend 2 additional members of City staff which would include the Police or Fire Chief and the Community Development Director.

RELATIONSHIP TO COUNCIL GOALS:

Build and Maintain Quality Infrastructure

RECOMMENDATION:

Staff recommends approval of the RFP for the Public Facilities Assessment

ATTACHMENT(S):

Public Facilities Assessment RFP



Request for Proposals

PUBLIC FACILITIES ASSESSMENT

Issued June 17, 2026

DEADLINE—Noon

Friday, July 31, 2026

CONTACT:

ZACH DOUD, CITY ADMINISTRATOR

12260 S Diamond Lake Road, Dayton, MN 55327

(763) 427-4589

zdoud@daytonmn.gov

www.daytonmn.gov

Introduction:

The City of Dayton is currently soliciting proposals for a comprehensive facility study to determine potential facility needs in the future. The successful applicant will be an appropriately credentialed architectural/planning firm with experience in local municipal government projects and familiar with operations of municipalities within the State of Minnesota.

The City of Dayton shall not be liable for any costs incurred by the firm and/or assigns in responding to this Request for Proposal (RFP), or for any costs associated with discussions required for clarification of items related to this proposal, including any future interviews.

In order to be considered, one (1) digital copy of a proposal must be submitted to zdoud@daytonmn.gov *or* one (1) hard copy mailed to Dayton City Hall, 12260 S Diamond Lake Road, Dayton, MN 55327 by Noon on Friday, July 31, 2026. The City reserves the right to reject any or all proposals submitted. Questions regarding this request can be directed to Zach Doud, City of Dayton, 12260 S Diamond Lake Road, Dayton, MN 55327, 763-427-4589 or zdoud@daytonmn.gov.

To ensure a fair review and selection process, firms submitting proposals are specifically requested not to make other contacts with other City staff, Mayor, or Councilmembers regarding their proposals. During the evaluation process, the City reserves the right to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. All materials, including but not limited to paper and digital materials, which are prepared, acquired, created, or utilized to fulfill this Request for Proposal and its objectives shall become the property of the City of Dayton as allowed by law. 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.

The City of Dayton reserves the right severally or together to reject all submittals, waive any irregularities, reissue all or part of this Request for Proposal, and not award any contract, all at their discretion and without penalty.

Community Profile

The City of Dayton, incorporated in 1974, is a Minnesota Statutory City with an Optional Plan A form of government. It has a mayor elected at large for a two-year term and four council members elected at large for four-year terms. As the policy-making body of the City, the City Council is responsible for the overall operation of the City; however, the City Council does not become involved in the day-to-day administration. The City Administrator is responsible for carrying out the Council's policies and for the administration of all City business. The city encompasses about 25 square miles of land which includes shoreline on the Mississippi River.

The city has a population of around 11,500 and is the most northern City in Hennepin County. The city currently has several facilities that it maintains including City Hall/Fire Station 2, Public Works/Police Facility, Activity Center/Fire Station 1 along with numerous well sites and a satellite water treatment plant. These facilities are located at the following locations.

- City Hall/Fire Station 2 – located at 12260 S Diamond Lake Rd, City Hall includes not only administrative staff but also houses the fire department administrative staff. Located within City Hall is also the Council Chambers, where most of the City’s boards and commissions meet.
- Activity Center/Fire Station 1 – located at 18461 Dayton St., the Activity Center/Fire Station 1 includes space for both the Fire Department, which is operated as a paid on-call/volunteer department, and the Activity Center, which is currently used as a rental facility along with training and an open area for employees to meet if needed.
- Public Works/Police Facility– located at 13700 Zanzibar Lane, the Public Works/Police Facility is home to the Streets/Parks Maintenance Shop and the Water/Wastewater Shop and serves as the Police Station for all Police staff of the City of Dayton
- Public Works Overflow Storage – located at 16471 S Diamond Lake Ed, the storage space is used for overflow storage/seasonal storage and served as the previous City Hall/Public Works Facility until the construction of the current facilities.
- Vacant Land/Future Facilities – located at PID 29-120-22-44-0002, this property was purchased for use of a future fire station, however recent conversations could lead to more use of the property to serve other aspects of the city operations

More information about the City of Dayton can be obtained on our website at www.daytonmn.gov.

Scope of Services

The City of Dayton anticipates its workforce, and facility needs will expand over the next 5 years and beyond based on the City’s Comprehensive Plan and recent growth within the community. Therefore, the city is interested in firms that can assess current facilities and space needs, consider future space needs based on departmental input and best practices, and prepare space and general design opportunities with cost estimates. To meet future needs, the study shall encompass (A) consideration of expansion/remodeling and/or repurposing of facilities and (B) identification of future locations/configurations for City operations.

- 1) The selected firm shall inspect each location and prepare a summary for each facility. The Summary will include items such as total square footage, general floor plans, type of construction, estimated age, general condition of structure, parking facilities, and note any other factors that about the building may impact its future use. The city will furnish the existing building plans and internal facilities information it has in its records. While the individual facility site visits need not include specific disciplines (e.g. structural engineer, mechanical engineer, electrical engineer, ADA specialist, interior designers, etc.) the inventory must be comprehensive enough to assess the existing conditions, potential for expansions, and probability of needed improvements/repairs. The details of the individual site reviews shall be included in the study deliverable.
- 2) The selected firm shall assess and describe a five-year projection of space needs for each facility. The space needs projections shall, at a minimum, be described in terms of operational efficiencies, physical spaces, and projected costs. The assessment shall include input provided by key staff and other stakeholders of each respective department or division within the facility. The requests pertaining to individual operations/departments shall take into account standardized room sizes and opportunities for shared use of departments for common

building areas. A summary of five-year projected space needs for each facility/operation shall be included in the study deliverable.

- 3) The selected firm shall assess and describe a twenty-year projection of the need for expansion of a given facility considering expected growth in the community described in the Comprehensive Plan (i.e. demographic projects, future development, economic conditions, etc.). The twenty-year needs projections shall include consideration of the function of each facility, past facility improvements, service calls, and other factors identified by the selected firm. In addition to the twenty-year projections, the specific formula for determining twenty-year needs shall be included in the study deliverable.
- 4) The selected firm shall outline potential opportunities to address space needs of each facility, including comments related to the remodeling of existing facilities, relocation of operations to other facilities to more efficiently use existing space, reconstruction of existing facilities on-site, relocation to other existing facilities within the community, construction of new facilities at other sites within the community, and co-location of facilities. Each opportunity included in the outline shall include: (a) a narrative describing the opportunity; (b) a high-level physical design concept sketch representing the described opportunity; (c) high-level analysis of pros/cons of each opportunity; and (d) high level cost projections. The term 'high-level' in this context is intended to be comprehensive as in from a "30,000-foot level". It is presumed the noted opportunities will require further research and study prior to selection and/or implementation.
- 5) The firm selected shall review the current services, along with potential future services provided by the City of Dayton and provide at least 2 conceptual designs for the best use of the vacant land owned by the City along 117th Ave for operations and future growth within the community. The term "potential future" is including the water system that is currently provided by the City of Maple Grove.
- 6) The selected firm is encouraged to include comments summarizing any additional considerations and suggestions related to discoveries included in the comprehensive facility study.
- 7) At a minimum, the selected firm should be prepared to:
 - a. Attend an initial meeting with the Facilities Committee
 - b. Visit each facility
 - c. Meet with key staff and other stakeholders at each facility to gain insight into current uses and future needs.
 - d. Attend a second meeting with the Facilities Committee to review findings and discuss options, including estimated costs for each opportunity.
 - e. Prepare a final report (deliverable) addressing items 1-5 above. The deliverable shall include ten (10) printed copies and an electronic copy in portable document format. The City shall receive rights to the documents.
 - f. Present an executive summary to the City Council at a public meeting.

Proposal Requirements

The City of Dayton expects that, at a minimum, firms must meet the following requirements:

- (1) Be credentialed to provide architectural/facility planning services in the State of Minnesota
- (2) Firm name, address, telephone number and contact person. A one-page statement of your interest and qualifications.
- (3) The name(s) of the key personnel who would be assigned to the project if selected, and a biography of each person.

Interested firms are to submit a written proposal to include information directly related to each of the selection criteria outlined in the Selection Process/Criteria section. At a minimum, proposals should include the following information:

- (1) Provide a brief overview to demonstrate experience with public sector facilities of similar size communities with the identified services being provided. If subcontractors may be used, please provide the same information for them.
- (2) Be able to provide at least 3 samples of similar projects that have been completed along with contracts/references
- (3) Range of fees proposed
- (4) Timeline anticipated from start to completion
- (5) Sample contract of services

Selection Process/Criteria

Proposals will be reviewed as indicated in the attached timetable. City staff will determine which firms are interviewed by Staff following a review of each proposal submitted.

The City anticipates it will begin contract negotiations with the chosen firm. In the event that a contract cannot be negotiated with the first firm, the City reserves the right to negotiate with the next selected firm until an agreement upon contract can be reached.

The City reserves the right to not proceed with comprehensive facilities study.

Submission

Submit one (1) digital copy of your proposal to zcloud@daytonmn.gov *or* one (1) hard copy mailed to Dayton City Hall, 12260 S Diamond Lake Road, Dayton, MN 55327 by Noon on Friday, July 31, 2026.

Schedule of Dates

The following schedule has been established by the City of Dayton for the selection process:

July 31, 2026 – Proposals due to City by Noon;

August 14, 2026 (tentative) – City staff to determine firms to interview;

August 17 – August 28, 2026 (tentative) – City staff to conduct interviews of firms;

September 8, 2026 (tentative) - City Council to approve a contract with selected firm;

ITEM:

Consideration of Rental Agreement at 15060 N Diamond Lake Rd

PREPARED BY:

Zach Doud, City Administrator

POLICY DECISION / ACTION TO BE CONSIDERED:

Consideration of Rental Agreement

BACKGROUND:

City Council approved the purchase of the property at 15060 N Diamond Lake Road back in November 2025. As a part of this purchase, the City Council approved the assumption of the current renters (lease) on the property. The approval of the assumption changed the lease terms to end on June 30, 2026 with a payment of \$10,000 to the renters for the amendment of the lease terms.

City Staff has worked with the current tenants and has come up with a rental agreement that extends the lease until June 30, 2028. This extension eliminates the need for the City to make the \$10,000 payment that was agreed to under the assumption of the lease through the purchase.

As a reminder, this property was purchased for use within the municipal water system in some capacity (water tower, wellhead treatment plant, well) and the current LTP has a Water Tower planned in the NE water system in 2028. If the LTP (or CIP) is amended during the 2027 budget season, the presumption of staff will be the extend the lease 1 year until June 30, 2029, or thereabout. Each extension as noted, will be in one-year increments to provide adequate time for the tenants to find other housing and provide direction to City Staff on what to proceed with on the property in terms of improvements.

RELATIONSHIP TO COUNCIL GOALS:

Build and Maintain Quality Infrastructure

RECOMMENDATION:

Staff recommends approval of the rental agreement.

ATTACHMENT(S):

Rental Agreement

RESIDENTIAL LEASE AGREEMENT

This **RESIDENTIAL LEASE AGREEMENT** (“Lease”) is made and entered into this 23 day of June 2026 (the “Effective Date”), by and between the City of Dayton, a Minnesota municipal corporation (the “Landlord”) and Chris Barton and Ashley Barton (the “Tenant”). Landlord and Tenant may be referred to collectively herein as the “parties” or each a “party.”

ARTICLE 1 PREMISES

Landlord, for and in consideration of the rents, covenants and conditions hereinafter contained to be performed and observed by Tenant, does hereby lease to Tenant the real property addressed as 15060 N. Diamond Lake Road, Dayton, County of Hennepin, State of Minnesota, with the Property ID Number 09-120-22-43-0041 (the “Real Estate”), with all improvements located therein, existing garage, storage unit, fixtures, and any appurtenant parking areas, driveways and landscaped areas (collectively, the “Improvements”) (the Real Estate and Improvements are collectively referred to herein as the “Premises”).

ARTICLE 2 TERM

- A. Initial Term. Tenant shall have and hold the Premises for and during the term commencing on July 1, 2026, and terminating at 11:59 p.m. on June 30, 2028 (the “Initial Term”). This Lease is terminable at will by Tenant upon vacation and written notice to Landlord.
- B. Renewal Term. Following the expiration of the Initial Term, this Agreement shall renew for one (1), one-year term (the “Renewal Term”) unless either Landlord gives Tenant a written 12 months’ notice of non-renewal before the end of the Initial Term or Tenant gives Landlord a written 60 days’ notice of non-renewal before the end of the Initial Term. Tenant may only terminate this Agreement on the last day of any month and Landlord must receive written notification of non-renewal at least 60 days prior to the last day of that month. If Tenant plans to leave on or after the first of any month, they are responsible for that month’s full rent.

ARTICLE 3 RENT AND SECURITY DEPOSIT

- A. Rent. Tenant shall pay to Landlord the sum of Two Thousand Three Hundred Fifty and 00/100 Dollars (\$2,350.00) as the full amount of rent (“Rent”) for the Initial Term of the Lease payable on or before the 1st day of each month. Rent is considered paid when received by Landlord, not when mailed or sent by Tenant. Each Tenant is individually responsible for payment of the full amount of the rent to Landlord, including Additional Rent (defined below). Tenant’s obligation to pay rent shall survive the termination of this Lease. Tenant must continue to pay all rent if Tenant surrenders the Premises or is evicted by Landlord. During the Renewal Term, the rent shall increase by Fifty and 00/100 Dollars (\$50.00) per month. The rent will increase to Two Thousand Four Hundred and 00/100

Dollars (\$2,400.00) on July 1, 2028.

- B. Late Fee and Returned Check Fee. If Landlord does not receive the rent by the 5th day of the month, Tenant must pay a \$30.00 late fee. Tenant shall also pay \$30.00 for each unpaid check returned by Tenant's bank.
- C. Security Deposit. Tenant shall deposit with Landlord, in trust, a security deposit of One Thousand One Hundred Seventy-Five and 00/100 Dollars (\$1,175.00) as security for the performance by Tenant of the terms under this Agreement and for any damages caused by Tenant, Tenant's family, and visitors to the Premises during the Term of this Lease. Tenant shall deposit the funds in one lump sum at the signing of this Agreement or in twelve (12) monthly payments as follows: 11 payments of \$100.00 and one (1) payment of \$75.00, which shall be deposited at the same time as the Rent. Within 21 days after the tenancy ends and Tenant gives Landlord a forwarding address, Landlord shall return the full security deposit with interest or send a letter explaining what was withheld and why.

ARTICLE 4 ADDITIONAL RENT

All amounts which Tenant is required to pay under the terms and provisions of this Lease, other than the Rent in Article 2, including but not limited to the amounts payable by Tenant pursuant to Articles 9, 11, and 12, shall be considered as "Additional Rent."

ARTICLE 5 USE OF PREMISES AND OCCUPANCY

The Premises shall be used by Tenant for a private residence. Tenant shall use the Premises in strict compliance with any applicable local, state or federal rules, regulations, laws, and ordinances. Tenant agrees not to commit a nuisance in or upon the Premises to substantially interfere with the comfort and safety of others.

The occupants of the Premises are: Chris and Ashley Barton with their 3 children.

Pets are allowed and Tenant may have 1 cat and 2 dogs on the Premises and no pet may weigh more than 50 pounds.

ARTICLE 6 TENANT'S ACCEPTANCE OF THE PREMISES/CONDITION

Landlord will not be obligated to construct or install any improvements in or to the Premises. Landlord makes no representation, covenant or warranty of any kind, character or nature concerning the Premises or otherwise. Tenant accepts the Premises in "as-is," "where-is," and "with all faults" condition. The residence on the Premise will be maintained to the condition existing on the first day of the Initial Term of this Lease.

**ARTICLE 7
FIXTURES AND FINANCIAL RESPONSIBILITY**

Landlord agrees that all fixtures, furniture, equipment, or other personal property of whatever kind and nature kept or installed on the Premises by Tenant shall not become the property of the Landlord or a part of the realty no matter how affixed to the Premises and shall be removed by Tenant, on or before the termination of this Lease or any extension, unless not removed by Tenant upon termination of this Lease.

Tenant agrees that Tenant shall be financially responsible for any and all personal property not removed upon termination of this Lease and Landlord shall have all rights and remedies at law and in equity to recover any damages, including reasonable attorney fees and costs, arising from Tenant's failure to remove personal property.

**ARTICLE 8
NO LIENS OR ENCUMBRANCES**

Tenant shall have no authority to create or place any lien or encumbrance of any kind whatsoever upon or in any manner to bind the interest of the Landlord in the Premises, and Tenant covenants and agrees promptly to pay all sums legally due and payable by it on account of any labor performed on the Premises upon which any lien is or could be asserted.

**ARTICLE 9
MAINTENANCE, PEST CONTROL, AND LANDSCAPE MAINTENANCE**

The Lease is for the entire house and lot including the entire yard area. All exterior maintenance and repairs to the structures on the Premises shall be the responsibility of Landlord. Landlord will provide pest control. All repairs to Landlord's appliances or to built-in appliances or to the mechanical or electrical systems serving the Premises shall be the responsibility of Landlord. Tenant shall provide prompt notice to Landlord of any maintenance or repair issues. Landlord shall provide a list of approved maintenance and repair contractors to Tenant, and, in the absence of such list and in the absence of a prompt response from Landlord, Tenant may hire a contractor to make repairs and deduct the costs from rents due.

With regard to landscape maintenance, the following provisions apply:

- A. Removal of snow and ice from the driveways and sidewalks and fall clean-up of leaves and yard debris shall be the responsibility of Tenant.
- B. Tenant agrees to pay Landlord for lawn mowing at the rate of One Hundred and 00/100 Dollars (\$100.00) per month. This amount shall be considered Additional Rent. Lawn mowing shall be performed weekly from June until September and shall be maintained during the other months of the year to comply with city ordinances. Tenant has the option to perform lawn mowing at no cost to Landlord. Tenant may exercise this option by providing a five (5) day notice to Landlord. The lawn shall be mowed to the satisfaction of Landlord. Tenant's cost of mowing will not be deducted from the Rent, but \$100.00 will be deducted from the Additional Rent.

- C. Regular watering of the lawn, shrubs, and trees shall be the responsibility of Tenant.
- D. All other landscape maintenance shall be the responsibility of Landlord.

Tenant shall keep the house clean and tidy through regular and reasonable housekeeping and through regular maintenance of the walls, woodwork, floors, furnishings, fixtures, appliances, and interior surfaces of windows. Tenant shall not make any alternations or additions or remove any fixtures or paint the Premises without the written consent of Landlord.

ARTICLE 10 COVENANTS

- A. Landlord's Covenants. Landlord covenants and promises that:
 - 1. The Premises and all common areas are fit for the use intended by Landlord and Tenant.
 - 2. Landlord shall make necessary repairs. Landlord need not repair damage caused by the willful or irresponsible conduct of Tenant, Tenant's guests, or a person under Tenant's direction or control.
 - 3. Landlord shall keep the Premises reasonably energy efficient.
 - 4. Landlord shall keep the Premises up to code unless a violation of the codes has been caused by the willful or irresponsible conduct of Tenant, Tenant's guests, or a person under Tenant's direction or control.
 - 5. Landlord shall supply or furnish heat at a minimum temperature of 68 degrees Fahrenheit from October 1 through April 30, unless a utility company requires and instructs the heat to be reduced.

- B. Tenant's Covenants. Tenant covenants and promises that:
 - 1. Tenant shall not allow damage to the Premises.
 - 2. Tenant shall not allow waste of the utilities or services provided by Landlord.
 - 3. Tenant shall make no alterations or additions.
 - 4. Tenant shall remove no fixtures.
 - 5. Tenant shall not paint the Premises without Landlord's written consent.
 - 6. Tenant shall keep the Premises clean and tidy.
 - 7. Tenant shall not unreasonably disturb the peace and quiet of others.
 - 8. Tenant shall not interfere with the management of the property and shall not allow Tenant's guests to do so.
 - 9. Tenant shall use the Premises only as a private residence and shall not operate a business on the Premises.
 - 10. Tenant shall not use the Premises in any way that is unlawful, illegal, or dangerous.
 - 11. Tenant shall not use the Premises in any way that would cause a cancellation, restriction or increase in premium in Landlord's insurance.
 - 12. Tenant shall not use or store in or near the Premises any flammable or explosive substances in an unsafe manner.
 - 13. Tenant shall notify Landlord in writing of any repairs to be made.
 - 14. Tenant shall recycle or dispose of trash in the outside containers provided for those purposes.

**ARTICLE 11
UTILITIES**

During the Term, any extension thereof, and thereafter in the event Tenant holds over, Tenant agrees that it shall pay all costs for electric, gas, and garbage and any other utilities used, or consumed upon or in connection with the Premises, as and when the charges for the same shall become due and payable. Landlord agrees to pay for the costs of water and sewer.

**ARTICLE 12
INSURANCE**

Tenant hereby covenants and agrees that it shall at all times during the Term and any extension thereof, obtain and maintain and keep in force and effect the following insurance, a copy of which shall be provided to Landlord upon execution of this Lease by Tenant:

- A. A comprehensive general liability insurance policy with a minimum liability limit of \$100,000 per occurrence against claims for personal injury, death or property damage occurring in, on or about the Premises. Any deductible amount shall be paid by Tenant; and
- B. A policy covering Tenant's contents and other personal property with a minimum limit of \$50,000, which shall include a waiver of subrogation as to Landlord.

**ARTICLE 13
ASSIGNMENT AND SUBLETTING**

Tenant shall not sublet, sell, assign, mortgage, pledge, or in any manner transfer this Lease or any estate or interest thereunder, without the prior written consent of Landlord. Any assignment or subletting permitted by Landlord hereunder shall not release Tenant from any of its Lease obligations.

**ARTICLE 14
BREACH OF LEASE; REENTRY OF LEASE**

Landlord shall have a right of reentry for Tenant's breach of this Lease. If Tenant materially breaches this Lease, Landlord may:

- A. Demand in writing that Tenant immediately give up possession of the Premises. If Tenant does not give up possession, Landlord may bring an eviction action.
- B. Demand in writing that Tenant give up possession of the Premises to Landlord at a certain date in the future. If Tenant does not give up possession on that date, Landlord may bring an eviction action. Landlord may accept rent for the period up to the date possession is to be transferred without giving up Landlord's right to evict.
- C. Bring an eviction action immediately.

**ARTICLE 15
AMENDMENTS**

No waivers, alterations or modifications of this Lease or any agreements in connection therewith shall be valid unless in writing duly executed by both Landlord and Tenant herein.

**ARTICLE 16
RIGHT OF FIRST OFFER**

Landlord hereby grants to Tenant a continuing right to purchase the Premises (the “Right of First Offer”) during the period of time commencing on the date of this Lease in the introductory paragraph and expiring at the end of the Initial Term or Renewal Term, whichever is later (the “Right of First Offer Period”).

In the event Landlord determines, in its sole discretion, the residence on the Premises must be demolished during the Right of First Offer Period, Landlord shall provide to Tenant a notice specifying the general terms upon which Landlord wishes to sell the Premises, which shall include the cost of demolition plus administrative costs (estimated to be Five Thousand and 00/100 Dollars (\$5,000.00)) (“Offering Notice”). If Tenant desires to purchase the Premises, Tenant shall, within seven (7) days after receipt of the Offering Notice, notify Landlord, in writing, either (i) that Tenant intends to exercise its Right of First Offer on the terms stated in the Offering Notice, or (ii) that Tenant declines to exercise its Right of First Offer. If Tenant fails to give such notice within such seven (7) business day period, Tenant will be deemed to have declined to exercise its Right of First Offer.

If the Tenant decides to purchase the Premises under the terms of the Offering Notice, the Tenant shall within the seven (7)-day period execute the letter of intent presented by Landlord and make a non-refundable deposit per the terms of the letter of intent, if applicable, and close the transaction within sixty (60) days.

Notwithstanding the foregoing, Tenant may exercise the rights in Article 16 only if they are not in default under this Lease.

**ARTICLE 17
SURRENDER OF PREMISES**

Tenant shall, after the last day of the Initial Term or Renewal Term, if applicable, or upon any earlier termination, surrender and yield the Premises to Landlord and all personal property shall be removed.

Tenant agrees that Tenant shall be financially responsible for any and all personal property not removed upon termination of this Lease and Landlord shall have all rights and remedies at law and in equity to recover any damages, including reasonable attorney fees and costs, arising from Tenant’s failure to remove personal property.

ARTICLE 18

SERVICE OF NOTICE

Every notice, approval, consent or other communication authorized or required by this Lease shall not be effective unless the same shall be in writing and sent postage prepaid by United States registered or certified mail, return receipt requested, as follows:

If to Landlord at: City of Dayton
 Attn: City Administrator
 12260 S. Diamond Lake Road
 Dayton, MN 55327
 Email: zdoud@daytonmn.gov

If to Tenant at: Chris Barton and Ashley Barton
 15060 N. Diamond Lake Road
 Dayton, MN 55327
 Email: _____

Or to such other address as either party may designate by notice given from time to time in accordance with this Article 18. Any notice given in accordance with the provisions of this Article 18 shall be deemed to have been given on receipt if personally delivered or if mailed, as of the date occurring two (2) days after such notice shall have been placed for mailing with the U.S. Postal Service. The amounts payable by Tenant to Landlord hereunder shall be paid to the address designated by Landlord from time to time.

ARTICLE 19 HOLDING OVER

In the event Tenant continues to occupy the Premises after the last day of the Term hereby created, or after the last day of the Extension Term, if applicable, Tenant shall pay all incidental and consequential damages, including reasonable attorney fees and costs, sustained by Landlord as a result of any such holdover, including but not limited to damages for the delay in Landlord's construction or demolition plans for the Premises.

ARTICLE 20 VACATING PREMISES

When moving out, Tenant must: (1) leave the Premises in the same condition as at the start of the Lease, except for ordinary wear and tear and fire or casualty loss. The interior of the house and other buildings shall be broom clean and all rubbish, garbage, and debris shall be removed from the Premises; (2) completely vacate the Premises, including storage units, garage, and parking stalls; (3) give Landlord a forwarding address; and (4) give Landlord all keys and personal property issued to Tenant for Tenant's use such as garage door openers and tools. If Tenant does not return all keys within 24 hours of vacating, Landlord may change the locks and charge reasonable costs to Tenant.

**ARTICLE 21
LANDLORD'S RIGHT TO ENTER**

Landlord may enter the Premises for a reasonable business purpose. Except in an emergency, Landlord must first make a good faith effort to give Tenant reasonable notice of the intent to enter at least 24 hours in advance. Landlord's notice shall include a time or anticipated range of time of entry. Except for emergencies or Landlord or Tenant agree otherwise, Landlord may enter between the hours of 8:00 a.m. and 8:00 p.m. Landlord may enter the Premises in an emergency. Landlord must disclose the date, time, and purpose of the emergency entry in writing. The writing must be left in a conspicuous place.

**ARTICLE 22
NOTICE OF DANGEROUS CONDITION**

Tenant shall promptly notify Landlord of any conditions that might cause damage to the Premises or waste utilities or services provided by Landlord. This notice may be oral or in writing.

**ARTICLE 23
ENTIRE AGREEMENT; ATTACHMENTS**

This Lease entered into between Landlord and Tenant as to the Premises supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the Premises and it contains all of the covenants, agreements and other obligations between the parties in respect to said Premises. Attachments to this Lease, such as Landlord's building rules, if any, and notices required by law are a part of this Lease. Landlord and Tenant may change the terms of this Lease in writing.

**ARTICLE 24
LIABILITY OF LANDLORD**

Landlord and its elected and appointed officials, officers, employees, attorneys, and agents or other entities of Landlord will have absolutely no personal liability with respect to any provision of this Lease or any obligation or liability arising from this Lease.

**ARTICLE 25
GOVERNING LAW; VENUE**

This Lease will be governed by and construed according to the laws of the State of Minnesota. Any actions or proceedings arising under this Lease, in connection with the Premises will be venued in state or federal courts located in Hennepin County, Minnesota, to the exclusion of all other venues. Tenant hereby expressly consents to the exercise of personal jurisdiction over Tenant by such courts.

**ARTICLE 26
AUTHORITY**

Landlord and Tenant hereby represent and warrant that each individual executing this Lease on behalf of said entity is duly authorized to execute and deliver this Lease on behalf of said entity and that this Lease is binding upon said entity in accordance with its terms.

**ARTICLE 27
EXERCISE OF RIGHTS AND REMEDIES**

Either party may use any or all of its legal rights and remedies. The use of one or more rights or remedies is not an election of remedies.

**ARTICLE 28
COUNTERPARTS**

This Lease may be executed in counterparts, each of which shall be deemed an original, but which taken together shall constitute one and the same instrument. Electronic signatures shall be deemed sufficient to create a binding obligation hereunder and shall have the same force and effect as an original signature of such party.

**ARTICLE 29
PREMISES DESTROYED, UNINHABITABLE, OR UNFIT FOR OCCUPANCY**

If the Premises is destroyed or becomes totally uninhabitable or completely unfit for occupancy through no fault or neglect of Tenant or a person under Tenant's direction or control, either Landlord or Tenant may end this Lease. To end the lease, Tenant or Landlord shall give prompt written notice to the other. Rent shall be prorated as of the date the Premises became unfit for occupancy.

If the Premises is destroyed or becomes totally uninhabitable or completely unfit for occupancy through the fault or neglect of Tenant or a person under Tenant's direction or control, Landlord may end this Lease. Landlord shall give prompt written notice to Tenant.

**ARTICLE 30
PROHIBITIONS AND STATUTORY NOTICES**

- A. Landlord and Tenant shall not allow controlled substances in the Premises or in the common area or curtilage of the Premises in violation of any criminal provision of Minn. Stat. Ch. 152. The Premises will not be used by Tenant or persons under Tenant's control to manufacture, sell, give away, barter, deliver, exchange, distribute or possess with the intent to sell, give away, barter, deliver, exchange, or distribute a controlled substance in violation of any local, state or federal law. Landlord and Tenant or persons under Tenant's control shall not use the common area and curtilage of the Premises to manufacture, sell, give away, barter, deliver, exchange, distribute or possess with the intent to sell, give away, barter, deliver,

- exchange, or distribute a controlled substance in violation of any local, state or federal law. This covenant is not violated when a person other than Landlord or Tenant possesses or allows controlled substances in the Premises, common area, or curtilage, unless the Landlord or Tenant knew or had reason to know of that activity
- B. Landlord and Tenant shall not allow prostitution or prostitution-related activity as defined in Minn. Stat. § 617.80, subd. 4, to occur on the Premises or in the common area and curtilage of the Premises.
 - C. Landlord and Tenant shall not allow the unlawful use or possession of a firearm in violation of Minn. Stat. § 609.66, subd. 1a, § 609.67, or § 624.713 on the property, its lands, or common area.
 - D. Landlord and Tenant shall not allow stolen property or property obtained by robbery in the Premises or in the common area and curtilage of the Premises or Property.

**ARTICLE 31
LEAD-BASED PAINT DISCLOSURE**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally-approved pamphlet on lead poisoning prevention.

- A. Hazards Disclosed. Landlord knows of the following lead-based paint or lead-based paint hazards on the Premises (*If none, state "none"*) _____

- B. Reports Disclosed. Landlord has provided Tenant with the following, which are all records and reports available to Landlord pertaining to lead-based paint or lead-based paint hazards on the Premises. (*If no such records or reports are available to Landlord, state "none"*) _____

- C. Tenant's Acknowledgment. Tenant has received the records or reports noted in paragraph B., above and a copy of the pamphlet, *Protect Your Family from Lead in Your Home*, EPA publication EPA747-K-94-001. See attachment to this Lease.

Tenants' initials _____

By signing below, Landlord and Tenant certify the accuracy of the statements in the above paragraph.

Landlord: _____ Date: _____
(City Administrator)

Tenant: _____ Date: _____

Tenant: _____ Date: _____

[The remainder of this page was intentionally left blank.]

IN WITNESS WHEREOF, the parties agree to the terms of this Lease.

**LANDLORD:
CITY OF DAYTON**

By: _____
Dennis Fisher, Mayor

ATTEST:

By: _____
Amy Benting, City Clerk

TENANT:

By: 
Chris Barton

Date: 6/16/26

By: 
Ashley Barton

Date: 6/16/26