

City of Dayton Economic Development Authority (EDA)

July 30, 2024- 7:30 a.m.

Agenda

1. Call to Order
2. Approve Agenda
3. Consent Agenda
 - a. Approval of Minutes – June 18, 2024 EDA Meeting
4. Open Forum – Time is limited to 3 minutes. No EDA Board Action will be taken, however direction can be given to staff for future meetings.
5. EDA Flower Pots – Update (Still looking for 2)
6. Approval of IAG Contract for Commercial Broker Services
7. Approval of Levander Legal Services Agreement
8. Discussion on Master Plan Area – 2050 Comp Plan Update
9. Discussion on Magnus Veterans Foundation IUP – Event Center
10. Discussion on EDA Resolution to be Approved by City Council
11. Discuss August Meeting Date – Potential Move
12. Staff and Board Updates
13. Adjourn

The mission of the EDA is to promote economic growth in the City of Dayton through the attraction of new business, retention of existing business and promotion of managed growth and redevelopment of key areas by providing resources that enable development and enhance the quality of life in Dayton.

MINUTES OF THE JUNE 18, 2024 ECONOMIC DEVELOPMENT AUTHORITY MEETING

Chair Huttner called the June 18, 2024 EDA to order at 7:30 a.m.

Roll Call

Present: EDA Chair Huttner, Bernens, Fashant, Luther, Peralta, and Salonek

Absent:

Also, in attendance: Zach Doud City Administrator/Finance Director; Jon Sevald, Community Development Director

Approval of the Agenda

Motion to approve the agenda by Fashant seconded by Bernens all ayes. Motion passed unanimously.

Approval of EDA Minutes from May 21, 2024

Motion to approve the minutes by Peralta seconded by Luther all ayes. Motion passed unanimously.

Open Forum

Open forum time is limited to three minutes for non-agenda items. No EDA Board Action will be taken, however direction can be given to Staff for future meetings.

No one was present for open forum.

AGENDA ITEMS

EDA Flower Pots Update (Still looking for 2)

Huttner invited the public to sponsor the two remaining EDA Flower Pots.

Luther stated that he will reach out to some business owners that he knows personally.

Huttner stated that he wants to mix things up and skip to the Financial Update and Budget Discussion for 2025.

Doud stated that in the future, these types of changes need to be made prior to approving the agenda.

Financial Update and Budget Discussion for 2025 – Requests for Council

Doud came forward and gave the EDA a financial update. Doud stated that the EDA currently has approximately \$675,000. To date the money has earned about \$6,000 in interest. The EDA Flower Pots have brought in about \$400, and more is expected.

Doud stated that the EDA needs to bring forward anything foreseen for the budget.

Bernens asked if the broker and legal expenses need to go into the budget. The answer is yes.

Bernens asked if the EDA needs to budget for the purchase of land in the future. Huttner stated that we probably will, but we have to prepare a budget first. Doud stated that the request before you are for budget requests for 2025.

Doud asked if there is a general number that will be requested for broker and legal fees.

Additional discussion ensued regarding a potential number for the broker and legal fees to be used as a "place holder."

Fashant stated that the operating budget should come from levied dollars, and not from the money that has been put away for the purchase of land.

There was consensus to budget \$20,000 for legal expenses and \$20,000 for broker expenses.

Doud asked if there was anything else the EDA would like to include in the budget.

Fashant stated that the \$2,500 fee for the Elevate Hennepin should be included.

Bernens asked Doud when the budget is due. Doud stated that sooner rather than later is preferred, but it must be complete before September. Bernens stated that the budget deserves a more thoughtful process.

Luther requested \$5,000 for marketing and \$15,000 for miscellaneous expenses.

Motion by Bernens and seconded by Luther to approve a proposed budget of \$62,500 for EDA. Motion passed unanimously.

Discussion of IAG Contract for Commercial Broker Services

Huttner stated that he and Doud had a wonderful meeting with IAG Commercial Broker Services.

Doud stated that the reason this is a discussion and not an approval of the contract is because Council needs to make a decision about what the future of the EDA looks like.

Additional conversation ensued.

Fashant explained the issues that came into being years ago with regard to the EDA. Fashant further stated that he sees the potential of "cleaning up" the issues, but the door is certainly open for Council to weigh-in with potential changes.

Discuss and Set Priorities for IAG for Types of Businesses for Dayton

Bernens stated that the EDA has discussed in the past that the focus should be on bringing businesses to the City that hire higher-salaried positions.

Doud stated that the current meeting is the format to discuss the topic of priorities that the EDA has for IAG. The EDA needs to be on the same page prior to IAG coming to give a presentation to the EDA.

Bernens stated that the number of jobs the City gains when a warehouse forms versus the number of jobs the City gains when there is an office building forms is tremendous. Bernens gave the example of The Research Triangle in Raleigh, NC.

Bernens also stated that Dayton needs some retail stores. None of us wants to be another Maple Grove, but there needs to be some retail stores.

Peralta stated that he concurs with Bernens. Peralta would like to see some fast-food restaurants and some retail stores. Peralta stated that, in his opinion, there are enough warehouses in Dayton.

Salonek concurred with both Peralta and Bernens.

Luther agreed as well. Luther stated that retail stores and restaurants will draw people to Dayton.

Fashant stated that the next step is to take a look at the Comprehensive plan and see where these ideas can fit in with the zoning. Fashant stated that he has always hoped for some medical research and medical devices in Dayton.

Huttner requested that Doud send a copy of the Comprehensive Plan to all of the EDA members.

Salonek stated that the City Center is about a mile from the City Hall and about 20 years out from development, but it would be a good idea to consider that when planning.

Additional conversation ensued.

Fashant brought up the dual agency question with regard to the commercial broker. Fashant stated that there needs to be a discussion about whether we will allow ourselves to be in a dual agency situation.

Additional conversation ensued.

Luther stated that as a realtor, he's encountered dual agency a lot, and he's not at all concerned.

The conversation continues.

Salonek stated that dual agency is simply going to happen; we just need to make sure that safeguards are in place.

There was consensus that the EDA is agreeable to dual agency.

Fashant stated that with regard to the addendum that beginning on page 12, Fashant does not remember the EDA discussing project management. Fashant stated that he is not opposed to it, but he is wondering why the EDA needs to sign an agreement when there is no project to manage.

Luther stated that the addendum is separate, and there is no need to engage with project management.

Bernens stated that perhaps IAG was just alerting us as to the terms and conditions should the EDA choose to engage with project management.

Additional discussion ensued.

Doud explained that some cities actually build a building and rent out the space. Retail is a good example. Doud further explained that a project such as this provides some rental income for a city.

There was consensus that the EDA not sign the addendum.

Additional conversation ensued.

Discussion of Levander Legal Services Agreement

Doud stated that the Mayor's name is on the contract, and that will be changed.

Doud stated that the Levander Legal Services Agreement is a very Generic contract.

Discuss July Meeting Date – Potential Move of Date

Doud stated that he will be on vacation for the currently scheduled EDA Meeting in July. Would the EDA like to move the meeting to the following week? Does the EDA want to keep the meeting scheduled for a Tuesday? Would the EDA like to meet without Doud present?

Huttner suggested July 23rd. Fashant will not be able to attend on July 23rd.

Huttner suggested July 9th. Doud stated that if the EDA Meeting is moved to July 9th, the EDA will not have the information from Council to make the decisions needed to be made.

Additional conversation ensued.

There was consensus to have the July EDA Meeting on Thursday, July 30, 2024 at 7:30 a.m.

Huttner stated that before the EDA moves on to the Staff and Board updates, Huttner informed the EDA that he reached out to Buckey's. Huttner stated that he sent an invitation to Buckey's to come see us.

Doud stated that Dayton would be extremely far north for Buckey's.

Bernens asked if Buckey's is like a Kwik Trip. Doud stated that Buckey's is not a truck stop. In fact, no semi-trucks are allowed to use their 100 plus gas pumps.

Huttner stated that Buckey's likes to refer to their stores at convenient stores that sell gas.

Staff and Board Updates

a. DCM Farms Development

Doud stated that Staff is looking for feedback from the EDA for the 13.1 acres of commercial land that Doud projected on the screen. Doud stated that this Concept Plan is being proposed as a small commercial area.

Doud stated that after the projected area is built out, there will be roughly 2,000 homes. Currently, without this Concept Plan, the homeowners in that area would be forced to Maple Grove for shopping.

Doud stated that the developer is hoping to provide some smaller retail services in the projected area.

Doud stated that at the Planning Commission Meeting, mixed reviews were received. Some residents really liked the idea of the Concept Plan, and other did not like it at all.

Bernens asked what the area in question is currently zoned for in the Comprehensive Plan. Doud stated that this area is currently zoned for low-density residential. Doud further stated that it would take a Comprehensive Plan Amendment in order for this Concept Plan to be realized.

Bernens stated that this Concept Plan makes sense because it brings needed retail to the homeowners.

Bernens stated that when the EDA discusses the Comprehensive Plan, we need to consider zoning issues by integrating mixed-use areas.

Huttner asked if there is sewer and water in the proposed area. The answer is yes.

Fashant asked Sevald for his opinion. Sevald asked the EDA what "convenience retail" would the EDA members like to see in Dayton that you are currently leaving the City to get.

Luther stated that almost everything that is proposed in the Concept Plan.

Sevald stated that 13 acres is more retail space than the retail currently in Dayton.

Bernens stated that what's really important with this type of development is the design. If the aesthetics fit with the residential area, it won't look like an eyesore.

Sevald agreed and suggested some particular guidelines that would perhaps be helpful.

Bernes stated that restrictions would be appropriate under certain circumstances, but we don't want to be too restrictive so as to discourage businesses from coming to Dayton.

Luther stated that the idea is to foster a "hometown feel." Big steel buildings with neon lights would certainly look out of place close to a residential area.

Doud asked if there is anything else the EDA would like to see added or deleted from this Concept Plan.

Huttner stated that the roads need to be straightened out.

Salonek stated that he is not a fan of the Concept Plan idea because the City Center will be less than a mile away from the proposed area. Salonek asked if the idea is to feature the City Center, why would we want little pockets of retail scattered about. Salonek stated that he is definitely not a fan of the gas station or its location. The residents that are currently there, do not want the gas station either.

Doud stated that Dehn's idea of a convenience store/gas station would not be a 24/7 operation, and it would be more focused on the convenience store rather than the gas pumps.

Bernens stated that in addition to the design features, the hours of operation also need to be considered.

Bernens asked if the goal is to have absolutely everything anyone could possibly need in one spot, or is the goal to distribute things around throughout the City.

Luther asked what the time table is for the City Center and this Concept Plan. Salonek stated that the City Center is probably 15-20 years out and this Concept Plan would probably be completed within the next five years.

There was general consensus to move forward.

Salonek stated that anyone in Dayton can get anything they want, if they are willing to drive ten minutes. Luther stated that the idea is to attract people to Dayton, not encourage the people who currently live in Dayton to go someplace for their needs.

Bernens stated that Dayton is never going to be another Maple Grove with so much retail in one condensed place. Distributing the retail around the City of Dayton seems to make sense and is in keeping with the "rural feel" that we are trying to focus on.

ADJOURN

Motion by Fashant and seconded by Bernens to adjourn at 8:36 a.m. Motion passed unanimously.

Respectfully submitted,
Zach Doud, City Administrator/Finance Director

CLIENT REPRESENTATION AGREEMENT

The City of Dayton's Economic Development Authority, a body corporate and politic in the State of Minnesota ("CLIENT") (whether "Buyer", "Seller", "Landlord", "Tenant", and/or "CLIENT") hereby appoints the Integrust Advisory Group, LLC, d.b.a. IAG COMMERCIAL ("Broker") as its exclusive agent and charges the Broker with providing advisory services and conducting negotiations on its behalf in a manner so as to represent its best interests, whether for the purchase, sale, and/or lease of real property, or in providing advisory services, subject to the following provisions:

1. **TIME.** The agency period shall commence as of the date of signing of this agreement and shall terminate at midnight on December 31, 2025.
2. **AUTHORITY.** Broker is authorized to select for purchase, list for sale, and/or lease for properties that substantially meet the requirements set forth below, but not to commit CLIENT to any purchase, sale, and/or lease terms without CLIENT's prior written consent.
3. **SCOPE OF SERVICES.** Broker will provide the following services (as desired and applicable by CLIENT) as part of this CLIENT Representation Agreement:
 - a. Strategic planning/consulting/advisory services
 - b. Assist CLIENT in purchasing properties
 - c. List properties owned by CLIENT for sale
 - d. Assist in listing property owned by CLIENT for lease
 - e. Assist CLIENT in leasing property
 - f. Provide investment services
 - g. If desired by CLIENT, Broker shall provide owner's representation and construction project management services as detailed in *Addendum A – Owner's Representative Construction and Project Management Services*
4. **PROPERTY REQUIREMENTS.**
 - a. TYPE: To Be Determined
 - b. LOCATION: City of Dayton
 - c. PURCHASE/LEASE TERMS: To Be Determined
 - d. LEASE TERMS: To Be Determined
5. **COMPENSATION.** If CLIENT lists a property for sale, the total commission owed by CLIENT is 6% of the total purchase price upon a successful closing. If there is a co-broker involved, said co-broker representing the buyer shall receive 3% of the total 6% of the total purchase price upon a successful closing.

If CLIENT chooses to purchase a property, Broker will look to the owner of the subject property to pay Broker's commission in accordance with the commission agreement between the owner and the Broker, notwithstanding the Broker's representation of CLIENT. In the rare event the owner

WILL NOT provide a fair market commission to Broker, then the difference between the owner's commission and fair market commission will be paid by the CLIENT.

Broker defines fair market commission for purchasing as follows: 3% of the total purchase price.

Strategic planning services are done on an hourly basis with three pay structures:

- a. \$350 per hour for Jeff LaFavre
- b. \$175 per hour for Zach Synstegaard
- c. \$75 per hour for research and support services

Any extraordinary costs, (i.e. blue print copies, delivery costs, permit fees) will be reimbursed by the CLIENT.

6. TERMINATION.

- a. This Agreement may be terminated by either party upon thirty (30) days' written notice without cause.
- b. Nothing in this Agreement shall be construed to contemplate or establish dual agency unless fully disclosed to and agreed in writing by CLIENT.

7. RELATIONSHIP TO THE PARTIES. This Agreement shall not constitute, create, give effect to or otherwise imply a joint venture, partnership or formal business organization of any kind between the CLIENT and Broker.

8. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota without regard to its conflicts of laws principles. Each party irrevocably submits to the jurisdiction of the federal or state courts in Hennepin County, Minnesota for the purposes of any suit, action or other proceeding arising out of this Agreement and each party irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement in the federal or state courts in the State of Minnesota.

9. COUNTERPARTS. This Agreement may be executed in several counterparts. If so executed, each of such counterparts shall be deemed an original for all purposes and all counterparts shall, collectively constitute an agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

11. ELECTRONIC SIGNATURES. The electronic signature of the Chair on behalf of the CLIENT or President on behalf of the Broker, to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party hereto. For purposes hereof, (i) "electronic signature" means (a) a manually signed original signature that is then transmitted by electronic means or (b) a signature obtained through DocuSign or Adobe or a similarly digitally auditable signature gathering process; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating

image attached to an electronic mail or internet message.

- 12. DATA PRACTICES.** The Broker shall manage all data created, collected, received, stored, used, maintained, or disseminated by the Broker pursuant to this Agreement in accordance with, and subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (the “Act”). The Broker shall immediately notify the CLIENT if it receives a request for data related to the services being performed by the Broker pursuant to this Agreement. Any reports, information, or other data given to, prepared, or assembled by the Broker under this Agreement which the CLIENT requests be kept confidential must not be made available to any individual or organization without the CLIENT’s prior written approval unless disclosure is required by law.
- 13. INDEPENDENT CONTRACTOR.** The Broker shall be deemed an independent contractor. The Broker is not to be deemed an employee or agent of the CLIENT and has no authority to make any binding commitments or obligations on behalf of the CLIENT except to the extent expressly provided herein. All services provided by the Broker pursuant to this Agreement shall be provided by the Broker as an independent contractor and not as an employee of the CLIENT for any purpose including, but not limited to, income tax withholding, workers’ compensation, unemployment compensation, FICA taxes, liability for torts, and eligibility for employee benefits.
- 14. ASSIGNMENT.** Neither party will assign any part of this Agreement, nor any interest arising herein, without the written consent of the other party.
- 15. SEVERABILITY.** The provisions of this Agreement are severable. If any portion of this Agreement is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision will not affect the remaining portions of this Agreement.
- 16. ENTIRE AGREEMENT.** This document, including the attached addendums expressly incorporated herein by reference, constitutes the entire agreement between the parties and it supersedes all oral and written agreements and negotiations between the parties regarding the subject matter of this Agreement.
- 17. COMPLIANCE WITH LAWS AND REGULATIONS.** In providing the services hereunder, the Broker must abide by all applicable statutes, ordinances, rules, and regulations. Any violation will constitute a material breach of this Agreement and entitle the CLIENT to be able to immediately terminate the Agreement.
- 18. WAIVER.** Any waiver by either party of a breach of any provision of this Agreement will not affect, in any respect, the validity of the remainder of this Agreement.
- 19. INDEMNIFICATION.** To the fullest extent permitted by law, the Broker agrees to protect, defend, save, and hold harmless the CLIENT, its officials, agents, and employees from all claims, suits, or actions of any kind, nature, or character, and the costs, disbursements, and expenses of defending the same including, but not limited to, attorneys’ fees, professional services, and other technical, administrative, or professional assistance resulting from or arising out of the alleged negligence, breach of contract, or willful misconduct of the Broker, its agents or employees

related to or arising out of the Broker's performance of, or failure to perform, the services under this Agreement. Nothing herein shall be construed as a limitation on or waiver of any immunities or limitations on liability available to the CLIENT under Minnesota Statutes, Chapter 466, or other law.

- 20. INSURANCE.** During the entire term of this Agreement, the Broker must maintain workers' compensation insurance (to the extent required by law) and commercial general liability insurance with a per occurrence limit of no less than \$1,500,000. The Broker shall provide such additional insurance coverages and specific minimum amounts of coverage as may be required by the CLIENT.
- 21. PROTECTIVE PERIOD.** CLIENT further agrees that in the event any purchase, sale, and/or lease involving CLIENT resulting from any contract or agreement entered within six (6) months after the expiration or termination of this Agreement ("Protective Period") is consummated with any person or entity for which a commission would otherwise be payable by CLIENT hereunder, CLIENT will pay the commission to Broker. CLIENT shall furnish Broker with all relevant information received by CLIENT during the Protective Period regarding any offers or inquiries from such persons or entities promptly after receiving same. The Broker's Protective Period shall only be applicable to persons or entities with whom Broker has negotiated during the term of this Agreement. If any party, or assigns, on the Protective List is under a letter of intent or other agreement at the end of the Protective Period but has not finalized such letter of intent or other agreement, the Protective Period shall be extended another six (6) months. Broker shall identify such persons or entities by providing CLIENT with a written "protective list" within 72 business hours of the expiration or termination of this initial Agreement, time being of the essence. Broker shall be conclusively deemed to have "negotiated" with a party, if Broker (or any outside broker acting at the direction of Broker) has shown any property involving CLIENT to such party or prepared an offer/Letter of Intent on behalf of CLIENT to such party or submitted written information to such party specifically at the request of such party.
- 22. DUAL AGENCY DISCLOSURE.** If a prospective customer represented by Broker becomes interested in a property involving CLIENT, a dual agency will be created. This means that Broker will represent both CLIENT and the prospect and owes the same duties to the prospect that Broker owes to CLIENT. This conflict of interest will prohibit Broker from advocating exclusively on CLIENT's behalf. Dual agency will limit the level of representation which Broker can provide.
- If a dual agency should arise, CLIENT will need to agree that confidential information about price, terms, and motivation will still be kept confidential unless CLIENT instructs Broker in writing to disclose specific information about CLIENT. All other information will be shared. Broker cannot function as a dual agent unless both CLIENT and the prospect agree to it. By agreeing to a possible dual agency, CLIENT will be giving up the right to exclusive representation in an in-house transaction. However, if CLIENT should decide not to agree to a possible dual agency, and CLIENT wants Broker to represent CLIENT, CLIENT may give up the opportunity to work with prospects represented by Broker.

OWNER'S INSTRUCTIONS TO BROKER

Having read and understood this information about dual agency, CLIENT now instructs Broker as follows:

- _____ CLIENT will agree to a dual agency representation and will consider offers made by prospects represented by Broker.
- _____ CLIENT will not agree to a dual agency representation and will not consider offers made by prospects represented by Broker.

23. CLIENT'S REPRESENTATIONS AND AGREEMENTS.

- a. CLIENT represents that CLIENT has full legal right to purchase, list for sale, and/or lease properties.
- b. CLIENT agrees to comply with the terms and conditions of any agreement, to which it is a party, in a timely fashion.
- c. CLIENT agrees to permit Broker to erect an "Available" and/or "For Sale" sign on an agreed upon property for sale or lease and to remove all other real estate signs from a property during the term of this Agreement.
- d. CLIENT agrees to refer to Broker all inquiries regarding any property received from prospects.
- e. CLIENT agrees that any member of Broker's sales force may immediately offer an agreed upon property for sale and/or lease under the terms hereof. CLIENT agrees to cooperate with and assist Broker in making any property available for inspection by prospects and their agents. CLIENT agrees to permit Broker to share part of its commission with a cooperating real estate broker, including a prospect represented by a real estate broker.
- f. CLIENT agrees to provide Broker with all material information concerning the financial, physical, legal, or environmental status of any property presently in CLIENT's possession or subsequently received by CLIENT.

25. LIMITATION ON BROKER'S AUTHORIZATION.

Broker is not authorized to render any tax or legal advice with respect to the scope of work performed hereunder, and CLIENT agrees to look to accountants, attorneys, and/or other professionals of its choosing for specific advice with respect to any such transactions.

26. MISCELLANEOUS.

In the event CLIENT breaches the terms of this Agreement and Broker engages legal counsel to enforce its rights hereunder, Broker shall be entitled to recover from Client all attorneys' fees and related costs.

SIGNATURE PAGE TO FOLLOW



EXECUTED, effective on the date listed below.

BROKER: Integrust Advisory Group,
LLC, dba IAG COMMERCIAL

CLIENT: City of Dayton's Economic
Development Authority

By:

By:

Jeffrey L. LaFavre, CCIM, MCR

Tim Huttner

Its: President

Its: Chair

Date:

Date:

ADDENDUM A – Owner’s Representative Construction and Project Management Services

The following is an addendum to the CLIENT Representation Agreement by and between the City of Dayton Economic Development Authority (“CLIENT”) and Integrust Advisory Group, LLC, d.b.a. IAG COMMERCIAL (“Broker”) dated _____, 2024. Broker agrees to provide Owner’s Representation Services to CLIENT in accordance with the following terms and conditions:

1. CONSTRUCTION AND PROJECT MANAGEMENT SCOPE OF SERVICES. If CLIENT desires, Broker can provide the following additional services:

- a. Define desired project outcomes with CLIENT
- b. Send out an RFP to architect and contractor
- c. Review proposals and set up interviews for top proposals
- d. Hire project team including architect and contractor, negotiate agreement
- e. Coordinate the design process
- f. Oversee project scheduling and budgeting
- g. Assist and coordinate with furniture selection
- h. Manage move related vendors including phone, security, cabling and move
- i. Close out the budget with vendors & CLIENT

2. COMPENSATION FOR CONSTRUCTION AND PROJECT MANAGEMENT SERVICES.

- a. Construction Project Management Services will include: oversight of the architect and contractor, attendance in project design meetings, management of the master budget and schedule, approval of payment requests, collection of lien waivers and project closeout. If the CLIENT desires, Construction Project Management can also include oversight of the audio visual, low voltage wiring and security vendors. If CLIENT decides to utilize the Construction Project Management services of Broker’s associates, compensation will be as follows; plus extraordinary expenses such as mileage, blue prints and etc.:
 - i. 5% on projects under \$500K
 - ii. 4% on projects of \$500K-\$1,000,000
 - iii. 3% on projects of \$1,000,000-\$2,000,000
 - iv. 2% on projects of \$2,000,000-\$5,000,000
 - v. 1% on projects over \$5,000,000

All fees are calculated cumulatively.

- b. If within one hundred eighty (180) days after expiration of the agency period described above, or any extension of it, CLIENT shall enter into a lease with any person or entity with whom Broker has conducted negotiations on behalf of CLIENT, Broker shall be entitled to compensation from CLIENT as though the transaction has occurred during the agency period provided the Broker notifies CLIENT in writing within thirty (30) business days of the expiration of this agreement identifying such persons or entities and provided that the Broker has not been otherwise compensated by a third party to the transaction.

- c. Broker agrees to exercise reasonable diligence to act in the best interests of CLIENT in any and all negotiations contemplated in this agreement.
- d. Nothing in this agreement shall be construed to contemplate or establish dual agency unless fully disclosed to and agreed in writing by CLIENT.
- e. Either party to this agreement may affect in its cancellation by providing thirty (30) days written notice to the other party via certified U.S. Mail.

3. SCHEMATIC DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENT PHASE

- a. Broker will review the CLIENT's architect and engineer's design documents to date and will work with CLIENT and its architect and engineer to manage the design process through construction drawings.
- b. Broker will consult with CLIENT's representative with respect to any major issues or decisions to be made related to its review of the design documents and construction drawings.

4. BIDDING PROCESS

- a. Broker will work with the CLIENT's representatives to assist in drafting the bid documents, including but not limited to, the bid advertisement, the bid specifications and instructions, the bid form, and the contract documents per City and state requirements.
- b. Broker will work with the CLIENT's representative to widely and transparently advertise the bid opportunities, answer questions from bidders with respect to the bid documents, and hold a pre bid conference(s) with interested bidders.
- c. Broker will assist the CLIENT with reviewing the bids in order to determine whether they are responsive and whether the bidder is a responsible bidder.

5. GENERAL MANAGEMENT AND COORDINATION (CONSTRUCTION PHASE)

- a. Broker will review the work performed by the CLIENT's contractors throughout the project through the project completion and final punch list stages. Broker must ensure that it requires that the materials furnished and the work performed by the contractors are in accordance with the drawings, specifications, and contract documents.
- b. The Broker will coordinate with the contractors with respect to the implementation of construction information systems, project time control schedules and resources analysis as they relate to materials, labor, and costs.
- c. The Broker shall review and comment on all safety, health, and environmental protection measures proposed by each contractor and make recommendations to the CLIENT with respect to any changes that the Broker deems necessary or appropriate.

- d. The Broker must provide construction audits in the form of status updates and other reports for the project to the CLIENT on a monthly basis. The Broker must review all labor and wage standards and practices to make reasonable efforts to ensure compliance by each contractor and make recommendations to the CLIENT with respect to any issues identified with respect to compliance.
- e. The Broker must establish with the contractors on-site organization and lines of authority in order to carry out the CLIENT's overall plans in all phases of the project on a coordinated and efficient basis.
- f. The Broker must require the contractors to maintain an on-site record-keeping system in sufficient detail to satisfy an audit by the CLIENT. Such records must include, but shall not be limited to daily logs, progress schedules, labor breakdowns (daily by trade), financial reports, material quantity lists, shop drawings, and the like.
- g. The Broker must verify that all legally required permits, licenses, and certificates have been obtained by the contractors. The Broker must also coordinate through the contractors, aspects of the work with all local municipal authorities, governmental agencies, utility companies, etc., who may be involved in the project.
- h. The Broker must coordinate through the contractors, the work of all subcontractors until final completion and acceptance of the project by the CLIENT. If the interpretation of the meaning and intent of the contract documents becomes necessary during construction, the Broker will ascertain the CLIENT's architect and the CLIENT's representatives' interpretation, make recommendations as appropriate, and transmit such information to the appropriate contractor.
- i. The Broker must attend job meetings attended by the contractors, subcontractors, the architect and the CLIENT's representatives, to discuss procedures, progress, problems, scheduling, and open items.
- j. The Broker must coordinate the review, for compliance with the contract documents, all shop drawings, materials, and other items submitted by the contractors.
- k. The Broker will review and approve, in accordance with the CLIENT's procedures, all applications for payments submitted by the contractors in accordance with established procedures.
- l. The Broker will receive and review change order requests from contractors or from the CLIENT's representatives. The Broker will review unit prices, time and material charges and similar items. The Broker will also monitor and advise the CLIENT upon request for changes required by field conditions and progress of the work and obtain approval from the CLIENT's representatives and the CLIENT's architect.

- m. The Broker will review the contractors' schedules and work with the contractors to ensure timely delivery of the project.

6. POST CONSTRUCTION

- a. The Broker will coordinate the preparation of punch lists at the appropriate times, indicating the items of work remaining to be accomplished, and require that these items are completed in an expeditious manner.
- b. The Broker will assemble all guarantees, warranties, etc., as required by the contract documents, and provide copies of them to the CLIENT.
- c. Provided the CLIENT has paid all contractors and material suppliers, the Broker shall obtain all necessary receipts, releases, waivers, discharges and assurances necessary to keep the property free from mechanics and materialmen's liens and other claims to the extent permitted by applicable law.
- d. The Broker will expedite the contractors' preparation of "as-built" drawings of the entire project in accordance with the terms of the specifications.

7. THROUGHOUT THE PROJECT

The Broker will review all project documents, including, but not limited to, plans, drawings, and specifications, bid documents, architect and contractor agreements, certificates, draw requests, invoices, change orders, and budgets. The Broker will require such changes, as are necessary, so that all such documents are in the name of the CLIENT, all warranties run in favor of the CLIENT and the CLIENT will have the right to utilize the plans and drawings during and after project construction.

The Broker must not enter into contracts or subcontracts for the services provided for by the Broker pursuant to this Agreement or contracts with any contractors performing work on the project without the prior express written consent of the CLIENT.

Notwithstanding any provision hereof to the contrary, the CLIENT acknowledges that the services and work product provided by its architects, engineers, consultants, design professionals and other contractors retained by the CLIENT with respect to the project as contemplated in this Agreement are the responsibility of those professionals.

The Broker does not and shall not warrant or guarantee the performance of the CLIENT's architects, engineers, consultants, design professionals, and other contractors.

8. SECURITY AND SAFETY

While performing the services under this Agreement, the Broker shall promptly inform the CLIENT's representative whenever it becomes aware of any security concerns or unsafe conditions with respect to the property or the project.

EXECUTED, effective on the date listed below.

BROKER: Integrust Advisory Group,
LLC, dba IAG COMMERCIAL

CLIENT: City of Dayton's Economic
Development Authority

By:

By:

Jeffrey L. LaFavre, CCIM, MCR

Tim Huttner

Its: President

Its: Chair

Date:

Date:

**CITY OF DAYTON
LEGAL SERVICES AGREEMENT**

This Legal Services Agreement (“Agreement”) made this _____ day of _____, 2024 (“Effective Date”), by and between the City of Dayton (“City”), a Minnesota municipal corporation, and LeVander, Gillen & Miller, P.A. (“LeVander”), a Minnesota professional association.

RECITALS

- A. The City has selected LeVander to serve as the law firm to provide legal representation to the City’s Economic Development Authority (“EDA”).
- B. The City and LeVander desire to memorialize their understanding in this Agreement regarding the scope of work and fee arrangements for the civil legal representation.

I. TERM

This Agreement shall commence as of the Effective Date and terminate on May 31, 2027. Either party may terminate this Agreement upon sixty (60) days written notice to the other.

II. SERVICES PROVIDED

LeVander shall provide civil legal representation on behalf of the EDA during the term of this Agreement. Amanda Johnson will be the principal responsible attorney for all matters. Any of the shareholders, associates, legal assistants or staff will also be available.

III. FILES AND RECORDS

- A. File Maintenance. LeVander will keep complete files and records for all matters handled for the City for a minimum of seven years. Paper files and records may be scanned and stored electronically. An updated index of such files will be provided to the City upon request. Files no longer needed for current matters may be commercially archived, and any cost of said archiving shall be a charge, which may be billed in addition to the fees set forth in Section V. If the City desires any or all of its files, LeVander shall incur the copy cost on any file copies that LeVander desires to copy and retain.

Pursuant to Minn. Stat. §16C.05, subd. 5, LeVander agrees that the books, records, documents, and accounting procedures and practices of the LeVander, that are relevant to the contract or transaction, are subject to examination by the City and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. LeVander shall maintain such records for a minimum of six years after final payment.

- B. Data Practices Act. Pursuant to the provisions of Minn. Stat. § 13.05 subd. 11, all data created, collected, received, stored, used, maintained, or disseminated by LeVander in performing legal services on behalf of the City is subject to the requirements of Minn. Stat. Ch. 13, and LeVander shall comply with the requirements of Minn. Stat. Ch. 13 as if it were a government entity. All data supplied to LeVander shall be administered consistent with the provisions of Minn. Stat. Ch. 13 and data on individuals shall be maintained according to the statutory provisions applicable to the data.
- C. File Destruction. LeVander may destroy files and records pertaining to a concluded matter seven years after the conclusion of the matter, except as follows: (1) If the City has instructed that said files or records be transmitted to the custody of the City, LeVander will so transmit them; and (2) LeVander will preserve or transmit to the City any original instruments that are still in effect (e.g., deeds, mortgages, easements, notes, etc.).

IV. FEES, CHARGES AND BILLING

LeVander will bill the City monthly for the following services at the following rates:

	June 2024 – May 31, 2027
Hourly Rate for Attorneys	\$235
Hourly Rate for Legal Asst.	\$160
Itemized Fees:	
• Photocopying	\$.20/page black/white \$.49/page color
• Westlaw Legal Research	Actual Cost; not to exceed \$300/month
• Recording fees, filing fees, out of pocket expenses	Actual Cost

Staff time spent filing, copying, and performing other secretarial duties is not billed. All time is billed in minimum increments of one-tenth (0.1) of an hour. The Firm provides detailed monthly bills.

V. MISCELLANEOUS

- A. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
- B. This Agreement shall not be assignable.

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LEVANDER, GILLEN & MILLER, P.A.

By:



Amanda Johnson
Senior Associate

By:



Korine Land
Shareholder

CITY OF DAYTON

By: _____
Tim Huttner
EDA Chair

By: _____
Zach Doud
City Administrator

ITEM:

Master Plan Discussion

PREPARED BY:

Zach Doud, City Administrator

POLICY DECISION / ACTION TO BE CONSIDERED:

Provide Feedback on the Master Plan and Future Land Use

BACKGROUND:

City Staff has been working with Landform, Consulting Planner, for just short of a year to come up with a finalized Master Plan idea for the future downtown/commercial area for Dayton. This is an effort to start pre-working on the 2050 Comp Plan that staff would like to be approved by 2030 (or before if possible). Please review the master plan area and the document attached and provide any feedback on the make-up of that area within the master plan. Too much residential? Too much commercial? Not enough commercial? Etc?

Additionally to the master plan area, please use the future land use map that is provided to see if there should be any other adjustments related to the 2050 comp plan in terms of commercial and industrial development into the future. As the EDA, you should be focused on bringing businesses into Dayton along with retaining the current ones we have. In order to provide this service into the future, you will need additional space for these businesses or areas that can be redeveloped and those businesses moved to another location or space in town.

Please take a look at both maps, both the master plan area, and the overall land use, and determine if the correct amount of commercial/industrial is within Dayton or if there should be changes and what those changes in your eyes would be.

RECOMMENDATION:

No recommendation for this item.

ATTACHMENT(S):

Master Plan Document
Future Land Use Map



TO: Dayton Planning Commission

FROM: Kevin Shay, Landform

DATE: March 1, 2024 for the March 7, 2024 Planning Commission Meeting

RE: Dayton Parkway Master Plan

1. Description of Request

This is a City-initiated effort to study and adopt a master plan for the area surrounding the Dayton Parkway extension.

2. Background

On June 27, 2023 City Council approved a work effort to be more proactive in its planning efforts and to establish a master plan for the Dayton Parkway area. The Council established the boundary of the area to be studied.

On September 7, 2023, the Planning Commission held a work session to review the major components of the master plan including land use, transportation, parks/trails and design standards. The Planning Commission provided recommendation on these topics that were used to inform the development of the master plan area.

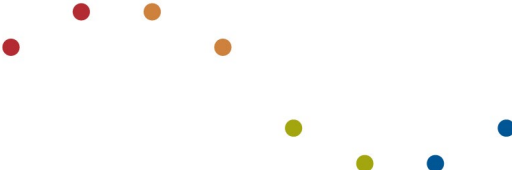
An online survey was posted on October 23, 2023 to receive feedback from residents on various topics surrounding the master plan. This survey ran for three weeks and the results are included as an attachment to this report.

We held an open house at the Dayton Community Center on November 29, 2023. This open house was intended to inform the public of the effort on the master plan, share a first draft of the land use map, answer questions from landowners and get feedback. The comments received at this open house were included with the comments received from the online survey.

3. Analysis

The master plan process includes land use discussions to inform landowners and developers about the City's vision but does not include a comprehensive plan amendment process. The plan is being done with the understanding that any comprehensive plan amendments will be done during the 10-year update (due in 2028) and the information and work done as part of this master plan will guide the future amendments.

While no changes are proposed to the land use or zoning as part of this effort, the update is intended to establish new standards for development in this area. The work plan established is to develop a new plan informed by stakeholder input that includes:

- 
- A new land use plan
 - Creation of a street hierarchy
 - Identification of parks
 - Updated landscaping and screening requirements
 - Architectural standards
 - Parking location and design standards
 - Strategies for sustainability, resiliency and preservation of natural resources such as encouraging the use of green infrastructure for stormwater management
 - Town center standards

The results of the open house feedback and the survey suggest support for these items. Staff has developed an outline for the new Dayton Parkway Master Plan based on Planning Commission direction and modified by public feedback and staff direction. The working draft is as follows:

1. District Overview and Purpose

a. Purpose Statement

This will outline the purpose of the district. It will clarify that these standards are adopted in addition to the basic standards established by the applicable zoning district. The purpose of the standards is to establish standards to ensure a cohesive district for all land uses. The standards will ensure quality site design that will result in attractive business and residential development.

b. Background

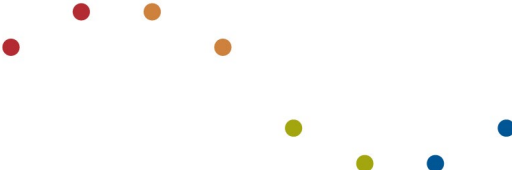
The master plan is building upon previous studies, including the NW Hennepin County I-94 Sub-area Transportation Study done in 2006-2008 and a 2020 study conducted by SRF identifying a conceptual layout for the extension of Dayton Parkway from the interchange with Interstate 94.

c. Overview

This section will provide an overview of the reasoning behind the framework for the plan and why standards such as architecture, stormwater, parks and trails, streetscapes, and landscaping were included in the plan.

d. Application

The Dayton Parkway Master Plan will be used to inform the City's 2050 Comprehensive Plan update, however, individual amendments could happen prior to the 2050 Comprehensive Plan update if development is proposed prior to the update. The master plan will be used as a supplement to the Zoning Ordinance. Where there is a conflict



between the Zoning Ordinance and the Dayton Parkway Master Plan, the more restrictive provisions will apply.

2. Dayton Parkway Master Plan Principles

a. Architecture

Building architecture shall adhere to the ordinance standards unless development is located within the Town Center where higher architectural quality and standards are required. Development not within the Town Center are still encouraged to employ the standards of the GMU-2 district.

b. Parks and Natural Resources

Dayton is known as a community with a lot of natural resources and the master plan will work with development to preserve and enhances those natural resources such as Maple-basswood forests and wetlands.

c. Master Plan Future Land Use Map

A new land use map has been created which depicts the town center mixed use shown in pink along with the commercial, medium density residential, high density residential and park open space land use categories. This map will be used to inform the 2050 Comprehensive Plan Update.

3. Transportation

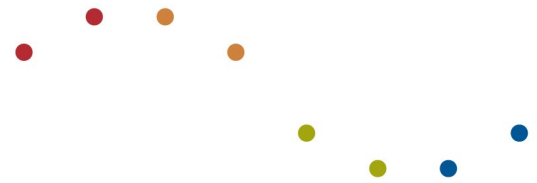
a. Dayton Parkway Extension

This section details the planned extension of Dayton Parkway from 117th Avenue to Zanzibar Lane consistent with the recent transportation plan amendment adopted as part of the City Comprehensive Plan.

b. Street Hierarchy

The street hierarchy is established in this section based on anticipated traffic. This informs the street design. Access will be limited onto major corridors with minimal driveways and fewer intersections. This plan will create safer, better managed traffic flow and street intersections. Dayton Parkway will serve as the central route through the Master Plan area.

c. Street Design



Street design has been evaluated here to ensure safety of both vehicular and pedestrian traffic. Street design profiles are included to illustrate the different levels of street design.

4. *Site and Structures*

a. *Parks, Trails and Public Spaces*

There are no public parks currently located in the master plan area. As part of this effort, new community park has been identified on the east side of French Lake and transitions into the Town Center area. This will provide civic opportunities and a melding of the park into the Town Center. Trail connections for bicycle and pedestrian traffic will be incorporated with the design of the park and connect to the Town Center.

b. *Screening*

Additional screening standards have been included that are in addition to the Zoning Ordinance standards. They are intended to reduce negative visual impacts to the character of the Master Plan Area for building features that are otherwise required.

c. *Parking*

The parking section builds upon the Zoning Ordinance standards by requiring additional landscaped islands and features to break up parking areas. It also offers creative solutions to provide stormwater management as part of the landscaped islands to meet multiple requirements.

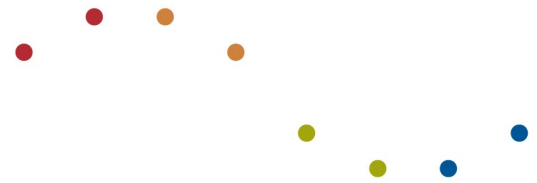
d. *Landscaping*

The landscaping section encourages additional planting diversity and the use of native plantings to achieve a diverse landscape plan. Maintenance plans are included as a requirement for development to ensure the survivability of the plantings.

e. *Resiliency Options*

The resiliency section requires sites to provide sustainable options with their development. Seven options are available of which three must be provided. The options are permeable pavers, rain gardens/bioretention systems, native species landscaping, green rooftops, aesthetic design, chloride management plans and alternative energy. Public responses in the online survey and from the open house were both strongly in favor of sustainable development options.

f. *Stormwater Management*



The stormwater management section does not include any standards above the City and watershed requirements but does encourage the use of stormwater management areas as designed open space features that can enhance developments.

5. *Town Center*

a. *Town Center District Vision*

The Town Center area identified in the master plan is shown as pink on the land use map and runs west from Dayton Parkway to the future community park along French Lake. The Town Center with a focus on a public square or focal green space area was the preferred option based on resident feedback. The Town Center is expected to develop with a mixture of residential, office, commercial and civic uses. Creating a walkable environment that blends these uses around a central green space area will be the key to creating a vibrant Town Center space.

b. *Town Center District Guidelines*

The Town Center has an established zoning district called the GMU-2 Zoning District that is part of the existing Zoning Ordinance that includes common development standards such as lot size, setbacks, building height, etc. Shared parking is encouraged between different uses to make the best use of the space in the Town Center. Parking is required to be located to the rear of the structure to create a walkable pedestrian environment along the public right of ways.

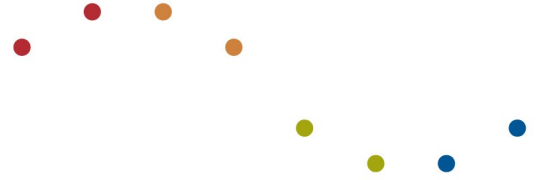
c. *Architecture*

The survey preference for architecture was to have a variety of architectural styles available while making them harmonious with each other. The architecture goals focus around creating an enhanced pedestrian realm through the use of clear building entrances and well-defined windows on the ground floor. Franchise architecture and generic uniformity are not encouraged without alterations to blend with the context of the surrounding area.

d. *Facades*

The façade standards for the Town Center will be utilized through the development process. The standards are focused on the following building features: entrances, appearance, windows, roofs, elements, articulation and materials. The standards are in addition to the standards found in the Zoning Ordinance and generally have a slightly higher standard to meet.

6. *Implementation*



This section establishes how the master plan will be implemented through the development review process, the park planning process and the 2050 Comprehensive Plan Update process. These will be the key tools to use in implementing the master plan vision and standards.

Next Steps

- City Council will review the draft master plan along with the feedback from Planning Commission at their March 12th meeting.
- An Open House will be held following the City Council review to present the draft plan. This open house may include a formal presentation with an opportunity for questions and feedback. Staff is working to identify a date for this open house.
- A public hearing is tentatively scheduled for the Planning Commission on April 4th. The Commission will take public comments on the draft at that meeting.
- The City Council is tentatively scheduled to review and approve the Dayton Parkway Master Plan at the April 23rd meeting.

4. Action

No formal action is required.

The Planning Commission should provide feedback to the City Council and staff for inclusion in the plan.

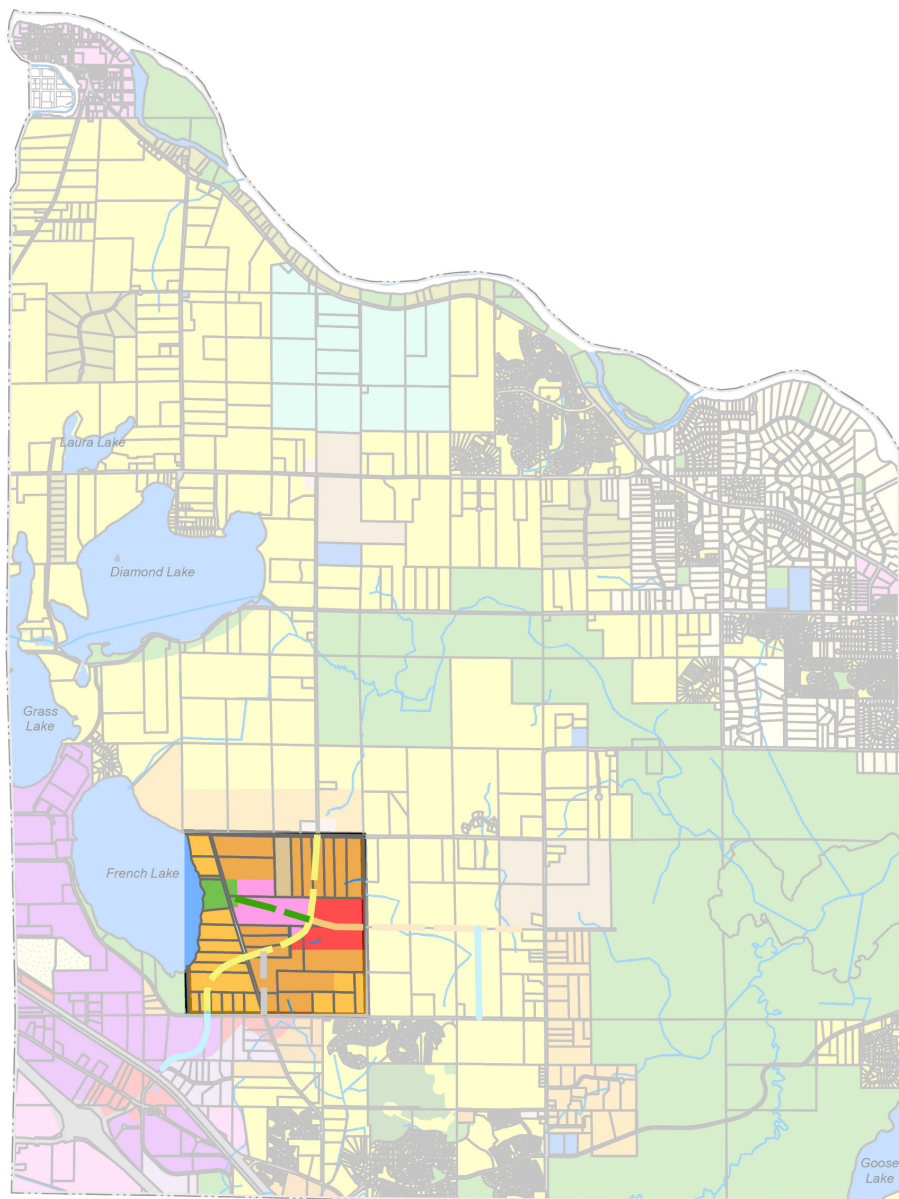
Attachments

1. Draft Dayton Parkway Master Plan
2. Summary of Online Survey Results



Dayton Parkway Master Plan

Adopted April XX, 2024



DRAFT March 2024

for review only



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Dayton Parkway Master Plan Overview and Purpose

Purpose Statement

The purpose of the Dayton Parkway Master Plan is to establish standards and guidelines for future development within the master plan area. This plan will guide development and provide a framework for the 2050 Comprehensive Plan (due in 2028). The master plan area report is established with a focus on the forthcoming extension of Dayton Parkway and the future land uses proposed throughout the Dayton Parkway Master Plan area. The Dayton Parkway Master Plan will not change the existing future land use map adopted as part of the 2040 Comprehensive Plan but will provide guidance for developers when working with the City to allow individual land use amendment in advance of the City's 2050 Comprehensive Plan update.

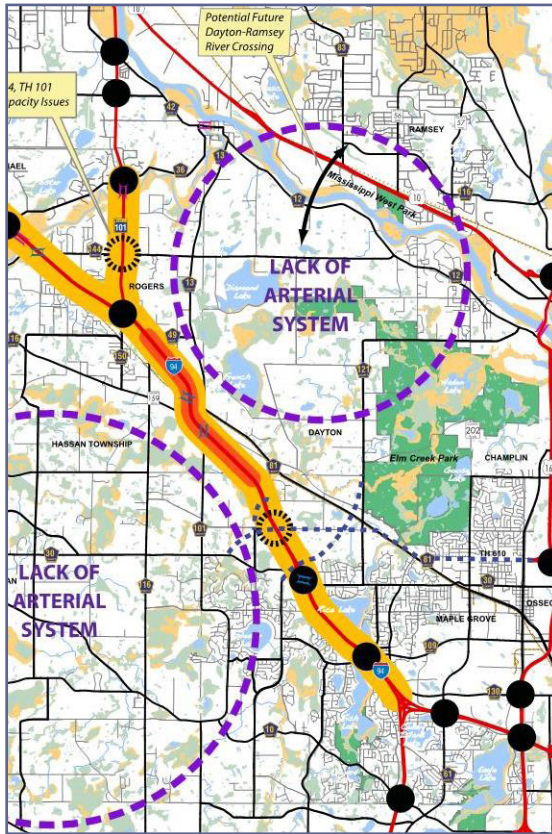
The Dayton Parkway Master Plan Report aims to accomplish the following goals:

1. To establish a Town Center to serve as a destination within the community, featuring commercial retail and offices, entertainment venues, civic spaces and higher density residential development.
2. To incentivize the development of high-quality office and commercial developments that will provide employment opportunities in Dayton.
3. To encourage the use of sustainable, environmentally-friendly buildings and site development techniques.
4. To develop a transportation system that safely supports vehicles, bicyclists and pedestrians.
5. To promote development that increase the efficiency of infrastructure design.
6. To identify land use goals within the Dayton Parkway Master Plan area for the 2050 Comprehensive Plan.

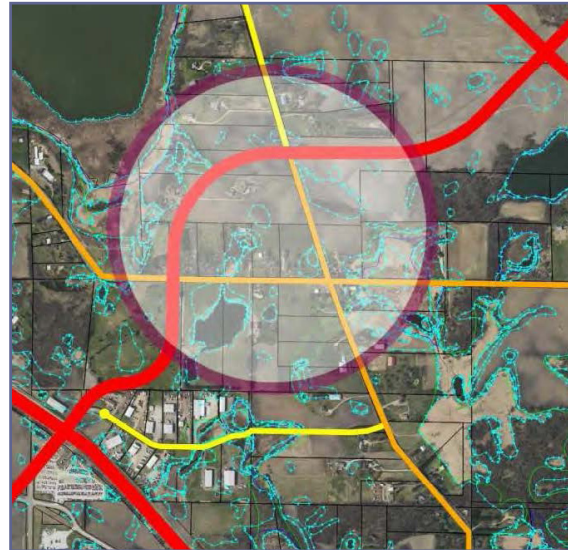
Background

The Dayton Parkway Master Plan effort is the culmination of a series of transportation studies. The concept of a transportation corridor through Dayton dates back to the NW Hennepin County I-94 Sub-area Transportation Study (2006-2008) that examined the framework for a transportation system that could improve traffic and identify a location for an additional interchange along Interstate 94. Ultimately, an interchange was constructed at the intersection of Dayton Parkway and Interstate 94.

A 2020 study conducted by SRF identified a conceptual layout for the extension of Dayton Parkway from the interchange with Interstate 94. This concept provided a northeast-southwest orientation to connect Dayton Parkway with Fernbrook Lane to the northeast. The SRF study was also the first to examine the vision and location for a future City Center compatible with the future transportation system. The next step in the process is to establish a plan to better understand the magnitude and type of development for the Town Center and Dayton Parkway Master Plan area.



Northwest Hennepin County I-94 Sub-Area
Transportation Study (2006 to 2008)



2020 Dayton Parkway Corridor Study completed by SRF.

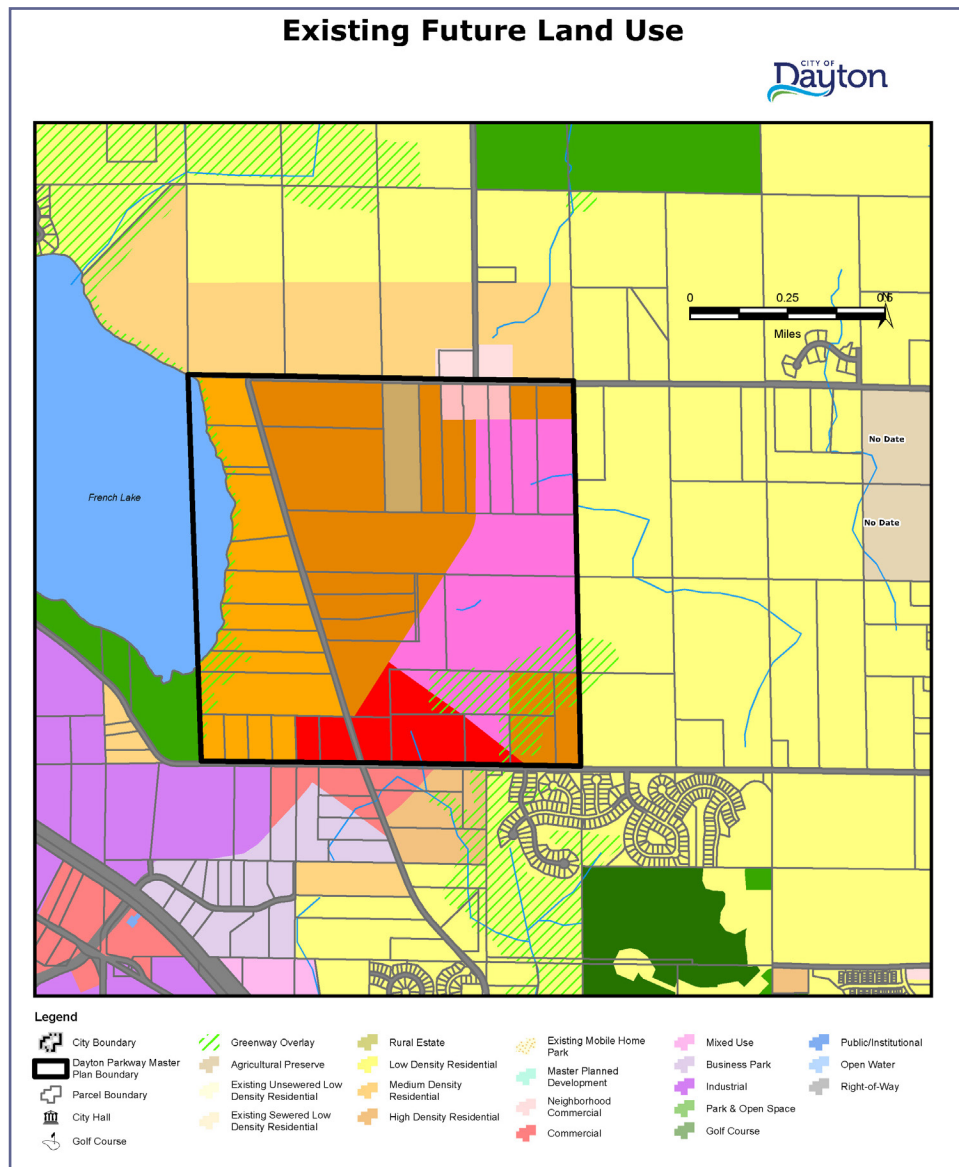
Overview

The Dayton Parkway Master Plan establishes land use and development standards. The plan identifies a modified location for the Dayton Parkway extension and for a Town Center and community park. The Dayton Parkway Master Plan will provide a framework that outlines the development standards for new construction, including architecture, stormwater, parks and trails, streetscapes, and landscaping to ensure future development that meets the community and City's vision for the area. The Dayton Parkway Master Plan is informed by discussions and surveys with the landowners in the master plan area and the community at-large. The intent of this document is to identify a preliminary local roadway network that can support future development while maintaining best practices and guidelines with respect to access, circulation and operations.

The Interstate 94 corridor southwest of the Dayton Parkway Master Plan area is predominantly industrial development. The Dayton Parkway Master Plan will provide increased opportunities for commercial, residential and civic development to help diversify urban development in the area.

Application

The Dayton Parkway Master Plan will not change the existing land uses or zoning but provide guidance for developers as they work with City staff on projects in the area. The Dayton Parkway Master Plan will be used to inform the City's 2050 Comprehensive Plan update. However individual land use amendments could happen prior to the 2050 Comprehensive Plan update if development is proposed prior to the update. The 2040 Staging Plan anticipates development within the Dayton Parkway Master Plan area will move from the south to the north and ranges from 2020 to post 2050. The format and content of this document are specifically tailored for use as a supplement to the Zoning Ordinance. All provisions of the Zoning Ordinance shall apply to parcels in the Dayton Parkway Master Plan area and these standards shall be in addition to these provisions. Where there is a conflict between the Zoning Ordinance and the Dayton Parkway Master Plan, the more restrictive provisions shall apply.



Existing Future Land Use Map in the 2040 Comprehensive Plan



Dayton Parkway Master Plan Principles

The revised future land uses within the Dayton Parkway Master Plan area reflect the evolving needs and aspirations of the community. The updated Dayton Parkway Master Plan map will promote a blend of land uses that will help to establish a vibrant and sustainable urban environment.

The decision to exclude industrial land uses from the Dayton Parkway Master Plan area is deliberate, considering the existing industrial development to the south and along the Interstate 94 corridor and the incompatibility of industrial development adjacent to the Town Center and high density residential. Promoting commercial and office development within the Dayton Parkway Master Plan area will further enhance the City by providing increased and diverse employment opportunities. Diversifying land uses and the economic base of the City helps create a balanced mixture of land uses that sustains both resident and business interests. This forward-looking approach is crucial in positioning the area as a model for sustainable and attractive urban development.



Duplex



Commercial/retail mixed-use

The Dayton Parkway Master Plan area places a strong emphasis on accommodating a variety of residential developments, recognizing the importance of a well-rounded community that provides as many housing choices as possible to fit different lifestyles, resource use and budgets. Medium-density residential areas should include a mix of townhouses, duplexes, villas and courtyard homes that will foster a sense of community while efficiently utilizing space. High-density residential areas aim to provide living through the development of apartments, condominiums and mixed-use buildings. The diversification of housing types ensures that the Dayton Parkway Master Plan area will appeal to a broad demographic, fostering life-cycle housing and a livable community for all residents. There will also be an opportunity to build on a sense of neighborhood identity with respect to the amenities provided, names of streets and design of buildings.

A key component of the Dayton Parkway Master Plan is the establishment of a mixed-use town center in the Master Plan area. The town center recognizes the importance of creating focal points within the City that integrate residential, commercial, social, civic, retail and office spaces. With a higher residential density than proposed elsewhere in the City, the Town Center is poised to become a dynamic hub that fosters economic growth and community interaction. The Dayton Parkway Master Plan area will provide diverse amenities and housing options and will act as a local and regional destination, drawing people from neighboring areas and enhancing the City's services, improve transportation, add amenities and build tax base.

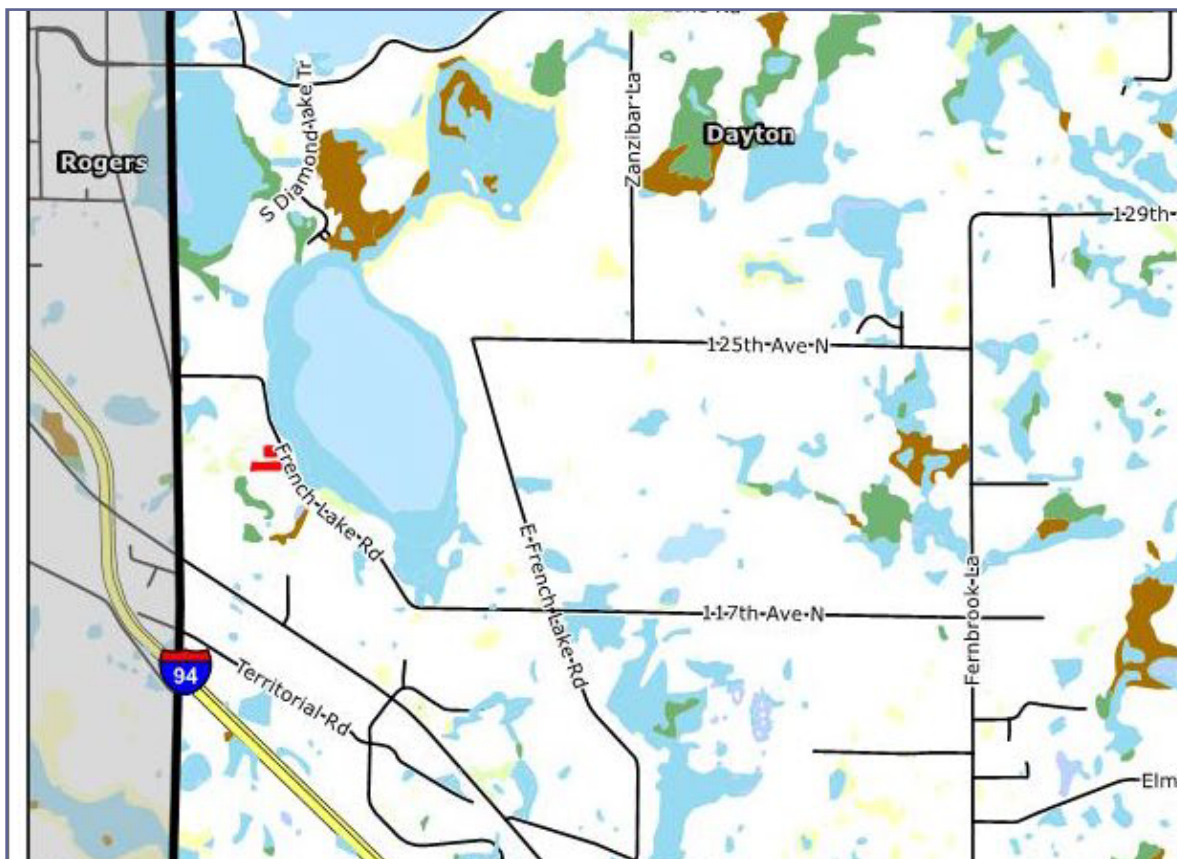
Architecture

In the Dayton Parkway Master Plan area, building architecture shall adhere to the ordinance standards unless development is located within the Town Center where higher architectural quality and standards are required. Development not within the Town Center is encouraged to employ the standards of the GMU-2 district that will enable a cohesive identity throughout the Master Plan area with deference to the City's history and heritage.

Parks and Natural Resources

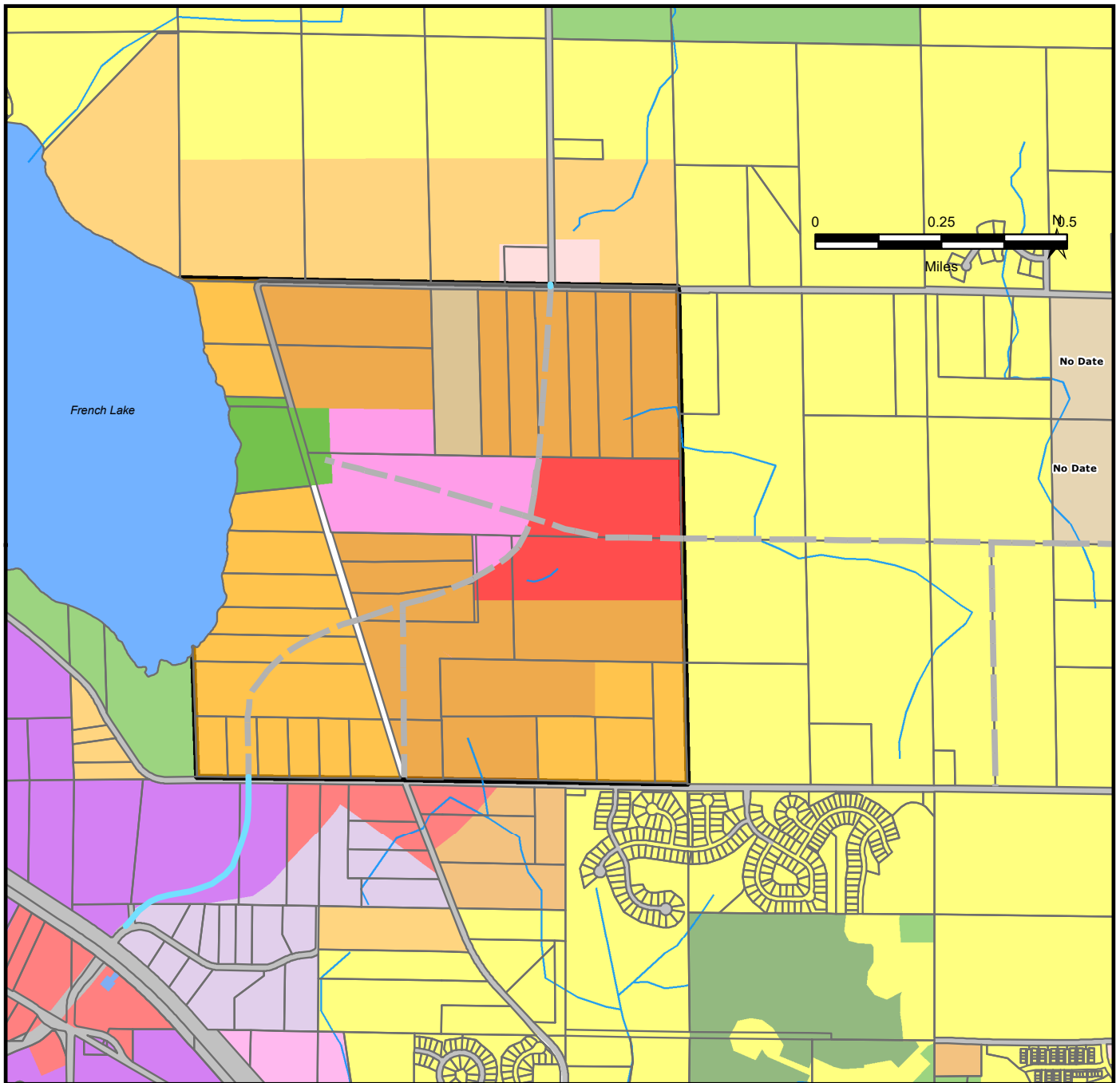
Dayton is known as a community with plentiful land and high quality natural amenities. As the City experiences major population growth and land development, it is important that the City identify natural resources in order to guide future development to the most appropriate locations. The City will work to preserve woodland and other natural features as part of the development process. The proposed community park will be developed as part of the Town Center district and connected to surrounding parks and neighborhoods with a trail system developed in coordination with roadway infrastructure improvements. Parks will provide a range of recreational opportunities, including community parks, small neighborhood parks, special use parks, public access to lakes/waterways, and natural and historic areas. Small and unique parks will also help provide a sense of identity within each neighborhood. A community-wide trails system will provide connections to parks, natural open spaces, cultural/historic sites, community destinations and trails of surrounding communities.

The Natural Resources Map indicates there are Maple-Basswood forests, open water and wetlands within the Dayton Parkway Mater Plan area. The City will continue to preserve natural areas for multiple uses including wildlife habitat, lake and wetland restoration, fishing, parks and other recreational uses.



Wetlands Inventory Map in the 2040 Comprehensive Plan

Master Plan Future Land Use



Legend

	City Boundary		Existing Unsewered Low Density Residential		High Density Residential		Mixed Use		Public/Institutional
	Dayton Parkway Master Plan Boundary		Existing Sewered Low Density Residential		Existing Mobile Home Park		Business Park		Open Water
	Parcel Boundary		Rural Estate		Master Planned Development		Industrial		Right-of-Way
	City Hall		Low Density Residential		Neighborhood Commercial		Park Open Space		Constructed Road Alignment
	Golf Course		Medium Density Residential		Commercial		Golf Course		Proposed Future Road Alignment
	Agricultural Preserve								

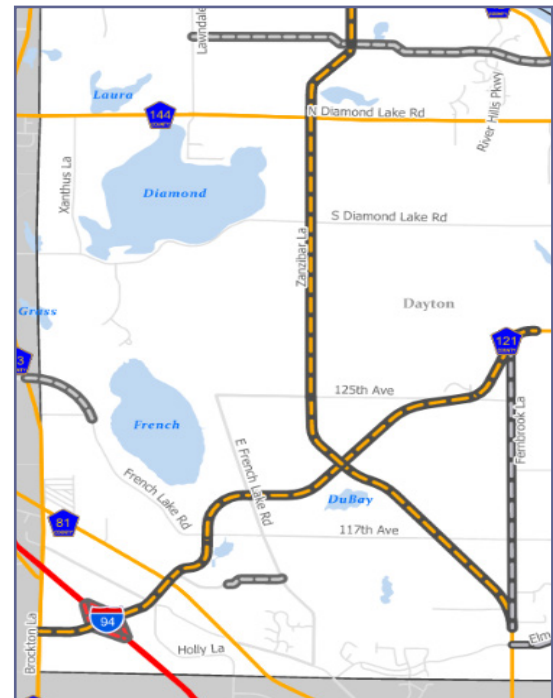


Transportation

Dayton Parkway Extension

In response to the growing needs of the community and expansion of urban development from the southeast, the Master Plan Area includes a strategic extension of Dayton Parkway, a vital connector road that will provide a north-south connection through the City between Highway I-94 and the Mississippi River. Dayton Parkway currently extends to an intersection with 117th Avenue North where it abuts the southwest boundary of the Dayton Parkway Master Plan Area. An extension of Dayton Parkway from 117th Avenue North to Zanzibar Lane is identified in the 2040 Comprehensive Plan scheduled for construction in 2035.

The proposed alignment of the Dayton Parkway extension through the Master Plan area will connect with Zanzibar Lane North in the northeast corner of the Master Plan area. The proposed route is strategically placed to avoid natural resources and increase the connectivity of existing roadways such as French Lake Road East. The alignment will provide a more direct connection between southwest and northeast Dayton and create new opportunities for residential, commercial and civic development in the Master Plan area as urban growth continues to expand from the Interstate 94 corridor to the southwest. The Dayton Parkway extension will serve as a main corridor through the Master Plan Area.



Future Roadway System map from the 2040 Transportation Plan completed by SRF

Roadway	Extents		Timeframe	Jurisdiction
I-94 Interchange	Interchange Area		2020	Dayton/MnDOT
Dayton Parkway	Brockton Lane (CSAH 101) to CSAH 81	4-Lane Construction	2020	Dayton/MnDOT
Dayton Parkway	CSAH 81 to 117th Avenue	4-Lane Construction	2025	Dayton/Hennepin Co
113th Avenue	113th Avenue existing to East French Lake Road	3-Lane Construction	2025	Dayton
French Lake Road	Rogers Drive to Dayton Parkway	2-Lane Construction	2025	Dayton
Pioneer Parkway	Lawndale Lane to Dayton River Road (CR12)	2-Lane Construction	2030*	Dayton
Dayton Parkway	117th Avenue to Fernbrook Lane Extension	4-Lane Construction	2035	Dayton/Hennepin Co

Table of planned roadway improvements showing this section of Dayton Parkway planned for development by 2035.

Street Hierarchy

The implementation of a well-defined street hierarchy is a key component of the Dayton Parkway Master Plan area. This will ensure safe and adequate access from the new Dayton Parkway to lower classification streets utilized for access to future developments.

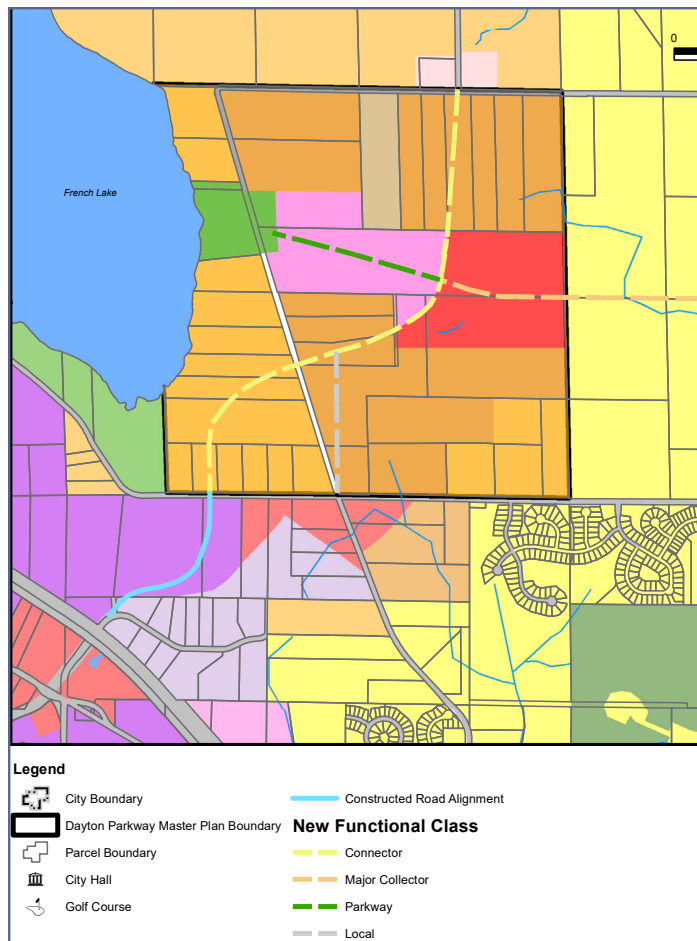
The 2040 Comprehensive Plan identifies the functional classification for Dayton Parkway as a Future Connector. Connector roadways provide safe connections to communities at the edge of the urbanized area and in rural areas. The 2050 Comprehensive Plan update will review the proposed classification for the Dayton Parkway extension as traffic continues to increase.

When the Dayton Parkway extension is constructed there will be increased opportunities for new development and local streets to be constructed with access to Dayton Parkway. An east-west connection is proposed within the site for a future extension of 121st Avenue North to French Lake Road East to provide a main corridor for local traffic through the proposed Town Center district. The intersection of Dayton Parkway and 121st Avenue North will be a major intersection and provide a key link to the eastern half of Dayton.

The City anticipates that jurisdiction over Dayton Parkway will eventually transfer over to Hennepin County. The City will work with Hennepin County to ensure that improvements are made in coordination with the City.

One significant development consideration in this district is increasing the intensity of use without overloading the existing and future transportation networks. Access will be limited onto major corridors with minimal driveways and fewer intersections. This plan will create safer, better managed traffic flow and street intersections. Dayton Parkway will serve as the central route through the Master Plan area. As improvements are made to this road, emphasis should be placed on creating a pedestrian-friendly environment. Enhancements to traffic controls, pedestrian connections, lighting, gateway elements and landscaping at key intersections will serve that purpose.

The Dayton Parkway Master Plan area has three main types of streets that are described and illustrated on the following pages. Each serves a specific function toward the creation of a well-connected and economically viable Dayton Parkway Master Plan area.



Functional classifications of roadways through the Dayton Parkway Master Plan area.

Street Design

Dayton Parkway shall be designed with a green boulevard and a landscaped median consistent with the newly constructed Dayton Parkway that abuts the Master Plan area boundary. Future connections to the Dayton Parkway extension should be developed as a continuous network. Cul-de-sacs should be avoided in favor of connecting streets that will facilitate routes for multi-modal routes within the Dayton Parkway Master Plan area.

Community residents highlighted priorities for the transportation system in this area. Foremost among the community's priorities is improving transportation safety. The master plan area shall incorporate modern infrastructure design with an emphasis on traffic safety and providing facilities and connections for pedestrians and cyclists. Improved maintenance was also identified as a key transportation issue by residents. A comprehensive strategy should be created to ensure the longevity and optimal functionality of transportation infrastructure.

The proposed street designs are varied to accommodate different needs for accessibility and level of development. A street design featuring sidewalks or trails on one side offers a balanced approach for less dense areas while retaining access for all users within the Dayton Parkway Master Plan area.

A higher level of street design, featuring sidewalks and trails on both sides of the street should be utilized in areas with higher traffic and dense residential and commercial developments. The street design will also reinforce the street hierarchies within the master plan area.

The street design aims to create a transportation network that meets functional requirements and enhances the overall livability of the community with consideration of resident priorities for transportation.



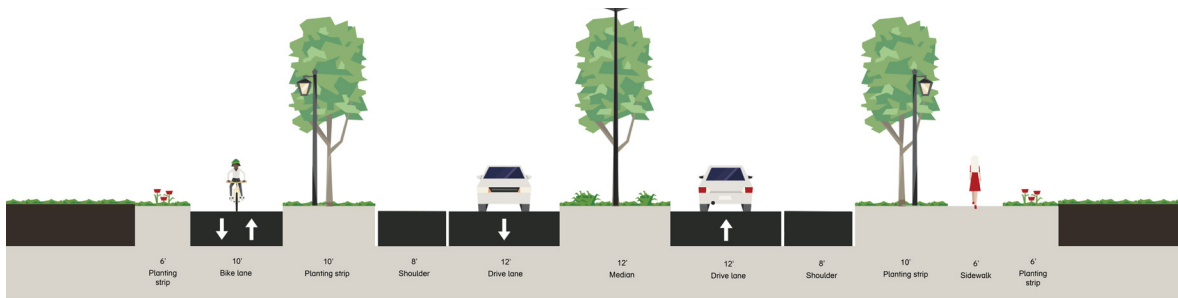
High-amenity parkway street



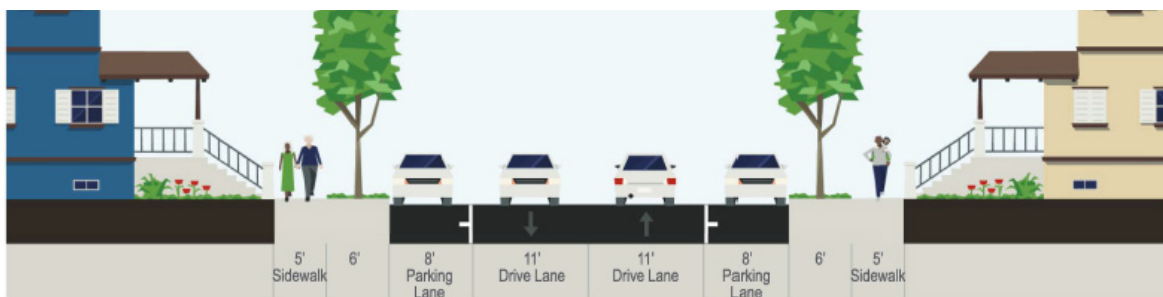
Local road with parking on one side



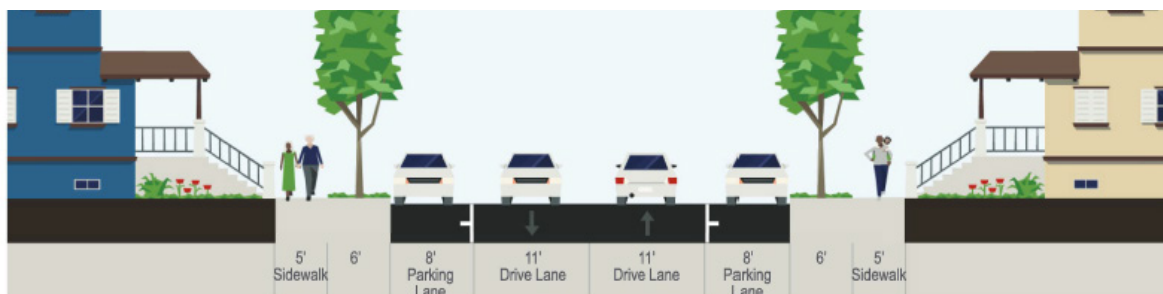
Example of a high-amenity local street with parking on both sides, bicycle paths, sidewalks and pedestrian crossings



Parkway Street: a tree-lined street with a 150-foot right-of-way and landscaped center median. The median may have trees, native plantings, or perennials and shrubs depending on the surrounding context. Upgraded landscaping shall be utilized where the parkway provides access to neighborhoods or the Town Center district. In special cases, the median or boulevard may be depressed and function as a stormwater amenity. In this case, upgraded plantings shall be utilized. The City Engineer may reduce or eliminate on-street parking for this street type outside the Town Center depending on the surrounding context.



Connector Street: a street with a 120-foot right-of-way that prioritizes movement across the community. Parking shall be provided on both sides of the street. In some instances, parking on one side of the street may be replaced with an on-road bicycle path to relocate commuting cyclists from the sidewalk.



Local Street: a single-lane two-way street with a 60-foot right-of-way and street parking on one side. Designed to serve the movement needs of neighborhood residents, sidewalks shall be provided on both sides for pedestrians and bicyclists. The boulevard shall consist of turf with overstory or ornamental trees that provide a canopy for the street. The drive lane is slightly wider to provide buffer space for vehicles.



Site and Structures

The standards outlined in this chapter are intended to govern new developments across the entirety of the Dayton Parkway Master Plan area. This set of guidelines places a strong emphasis on several focal points within the area such as the Town Center plaza, viewshed towards the east shore of French Lake, and a community park designed to transition between the urban fabric of the Master Plan area and French Lake. The document also underscores the importance of fostering a unique architectural identity for the area. The plan specifically addresses parks, trails, and public spaces, emphasizing the strategic location of a community park along the east shore of French Lake. Prioritizing pedestrian and bike connections, the plan actively encourages accessibility between neighborhoods and regional amenities such as the Town Center and the community park.

Parks, Trails and Public Spaces

New public spaces, parks, and common greens or open space should be linked to other community parks and open space with trail connections to the existing and proposed future City parks and trail systems. Safe, convenient pedestrian crossings are a priority within the Dayton Parkway Master Plan area.

There are no existing parks in the Master Plan area. The 2040 Comprehensive Plan identified a future neighborhood park east of French Lake. A future community Park is now proposed with the Dayton Parkway Master Plan area along the east shore of French Lake. The community park will serve as a transition from French Lake to the proposed Town Center district. The community park will contribute to the urban fabric as a social center for the Town Center and the greater Dayton community.

To assemble the park land and develop park amenities, the City will take park dedication from new developments in the form of land dedication or cash in-lieu-of land. Collaboration with the Minnesota Department of Natural Resources (DNR) is essential to ensure the park is seamlessly integrated with French Lake, enhancing ecological sustainability while leveraging the recreational appeal of the lake.

The community park shall be suitable for natural outdoor recreation, a place to enjoy scenes of downtown and possible concerts and celebrations. Picnic tables for lunch, benches for people watching and connection to the Town Center will help to create a vibrant



Exterior bike racks



Public open space



Community pavilion



Paved regional bike path

community park. A survey of Dayton residents indicated a preference for the following amenities: paved trails, playgrounds, seating areas, pavilions and natural trails.

Priority should be given to ensuring strong bike and pedestrian connections throughout the Master Plan area, especially providing access to regional amenities such as the Town Center and community park. Small plazas, parks and public spaces are also encouraged with the site and building design for new developments that will serve to enhance the public realm within the Master Plan area.

The greenspace plaza planned for the Town Center shall include benches, bike racks, trash receptacles, lighting fixtures and other amenities to create a welcoming space for tenants of surrounding buildings and members of the community. The Town Center greenspace plaza should be designed as a high amenity location and may also be situated as a transition or point of convergence with the regional park.

Multi-family residential developments shall be required to provide landscaped private open space for their residents. This open space shall be designed and landscaped for outdoor recreation.

Screening

In addition to screening standards in the Zoning Ordinance, the additional standards in this section are intended to reduce negative visual impacts to the character of the Master Plan Area for building features that are otherwise required.

Loading docks and overhead doors that are visible from public roads or residential property shall be screened to 80% opacity year-round. Overhead doors should be designed in a style complementary to the building architecture.

The visual impact of rooftop equipment should be minimized using one of the following methods:

1. A parapet wall.
2. A fence with a height exceeding at least one foot above the top of the rooftop equipment and is compatible with the architectural features of the building.
3. The rooftop equipment shall be painted to match the roof or the sky, whichever is most effective.

Loading areas, with the exception of passenger loading, shall be screened as required by the Zoning Ordinance. Utility service structures (such as meters, utility lines, transformers, above ground tanks, etc.) and ground mounted mechanical equipment must be screened from off-site views utilizing a mix of double-row landscaping, privacy fence or walls that are the same height of the structure it is screening. A chain link fence with slats shall not be accepted as screening.

All utility services shall be underground except as provided in the Zoning Ordinance.



Screening for mechanical equipment and trash receptacles



Rooftop screening designed as an additional story

Parking

Parking shall comply with the standards in the Zoning Ordinance including screening from residential properties. Bicycle racks shall be provided for all multi-family and non-residential uses and shall be placed near the entrance if a minimum 5-foot wide pedestrian access to the building is maintained. Bicycle parking may occupy a maximum of two required parking stalls without requiring additional parking.

Parking bays shall have landscape islands at the end of each bay. Parking bays in excess of 20 spaces in length shall be divided by intermediate islands. Trees shall be located in the islands to shade the parking lot and reduce the heat island effect. Landscape islands at the end of each parking bay shall provide at least 250 square feet of area for trees, shrubs and/or groundcovers. Intermediate landscape islands shall provide at least 150 square feet of planting area for trees, shrubs and/or groundcovers. Parking areas greater than 30,000 square feet in area shall be divided both visually and functionally into smaller parking courts. At least 40% of all parking spots in a parking lot shall abut a landscaped area, internal sidewalk or public sidewalk.

To enhance the pedestrian experience, a landscape buffer shall be provided between all parking areas and the public sidewalk or trail. The buffer shall be a minimum of five feet in width and include plantings such as shrubs, small trees or flowers. Walls or fences no more than three feet tall shall be used that allow views in and out of parking areas and may be used in addition to or in-lieu of landscape materials.

Parking lots should incorporate stormwater management into the parking lot as an amenity feature. When appropriately designed, these features can be used to meet the landscape island requirements.

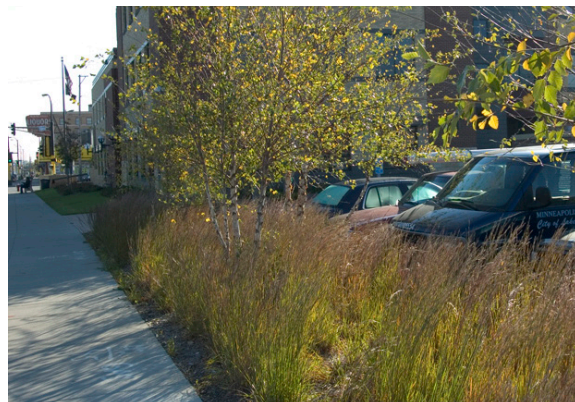
Any lighting used to illuminate an off-street area shall be arranged so as not to reflect upon adjoining property, adjacent residential uses and public rights-of-way and be in compliance with lighting standards in the Zoning Ordinance.



Pedestrian connections through parking lots



Landscape islands in parking areas



Vegetative parking lot screening

Landscaping

Site design and landscaping should be designed to work with the existing topography of the area and preserve wooded areas, wetlands, and natural viewsheds to the greatest extent possible. Sustainable landscapes are also encouraged for new developments. Sustainability, in terms of the landscape, is the ability of plant species to maintain healthy growth with minimal human assistance. Encouraging resilient landscaping options further underscores the commitment to sustainability by creating landscapes that can withstand environmental challenges and changes.

This sustainable landscaping approach not only enhances the appeal and appearance of development within the Master Plan Area but also contributes to the overall ecological health and resilience of the community.

Developments shall include a full complement of overstory, ornamental and evergreen trees and shrubbery. Ground covers, specifically, should exhibit hardiness, drought resistance, and the capacity to provide year-round color and visual interest. All areas not occupied by buildings, parking, driveways, sidewalks or other hard surfaces shall be landscaped with approved groundcover, flowers, shrubbery and trees.

Traditional lawns have their place in new developments. However, traditional lawns are not conducive to sustainable practices desired in the Master Plan area as they require large amounts of water and maintenance. Alternatives to traditional lawns are available and appropriate as part of sustainable development. Native prairie plantings and establishment of bee lawns are strongly recommended, fostering biodiversity and ecological balance. These options can vary widely and be specifically tailored to suit certain developments. Native prairie plantings and bee lawns also have an added benefit of providing habitat, food and shelter for a variety of fauna in areas where traditional lawns provide none. An overlooked benefit of native prairie plantings and bee lawns is they provide changing views throughout the seasons.

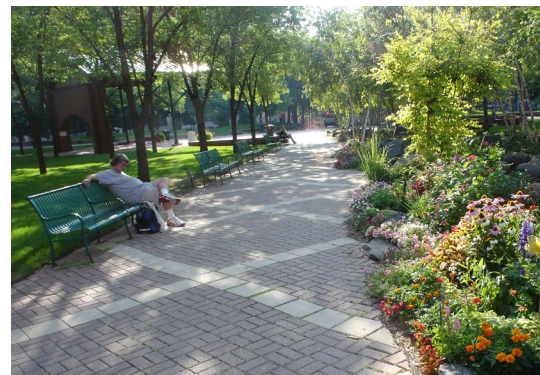
Maintenance plans shall be provided as they play a crucial role in ensuring the longevity and vitality of the landscape materials. Developments should provide detailed strategies to guarantee the adequate care of plant materials, safeguarding their aesthetic and functional contributions over time.



Mixed-use development landscaping



Native plantings



Plaza with high-amenity landscaping



Pollinator gardens

Resiliency Options

The City encourages the use of special design features that promote resilient and sustainable landscaping. Such design features include xeriscaping, rain gardens/bioretention systems, landscaping with native species, green rooftops, heat islands and aesthetic design. All new developments must include three of the following resiliency options. Additional options may be considered subject to review and approval by the City.

Permeable Pavers: implementing permeable pavement solutions to mitigate stormwater runoff and enhance groundwater discharge. Incorporating permeable pavers can enhance the aesthetic design of a development while contributing to improved water management and environmental resilience.



Permeable Pavers

Rain gardens/Bioretention Systems: designed to effectively manage stormwater runoff. These systems are typically shallow landscaped depressions in parking lot islands or other areas that receive stormwater runoff. Rain gardens and bioretention systems filter pollutants and slow down rainwater, reduce flooding risks and promote absorption of water into the soil. For credit under this section, the rain garden/bioretention system shall be above ground and a visible part of the green or landscaped area. Filtered runoff may be allowed to infiltrate surrounding soils, discharged to the storm sewer or directly to receiving waters.



Rain garden/bioretention system

Native Species Landscaping: utilizing native plant species in landscaping enhances resilience by promoting biodiversity and ecological balance. Native plants are adapted to the local climate and require less maintenance and resources to adequately grow. Bee gardens may be utilized for this resiliency option. At least 50% of plantings used in the landscape plan shall be native plant communities.

Green Rooftops: these involve the cultivation of vegetation on building rooftops that can enhance energy efficiency of the building, reduce urban heat island effects and contribute to stormwater management. Green roofs are especially effective in controlling intense, short duration storms and have been shown to reduce cumulative annual runoff by fifty percent (50%) in temperate climates.



Green rooftop plantings

Aesthetic Design: sites shall be designed to include three (3) of the following: public art, fountains, plazas, perennial beds, entrance landscaping, seating or other amenities reviewed and approved by the Development Review Committee (DRC). These features enhance the overall well-being of the community by fostering enduring connections with the community, creating spaces for social interaction and incorporating eco-friendly features.

Chloride Management Plan: chloride management plans focus on minimizing the use of de-icing salt (sodium chloride). Chloride used to de-ice roads, parking lots and sidewalks can damage local vegetation and impair wetlands and lakes. Excess salt can also damage and corrode asphalt and concrete surfaces. Employing alternative site design and de-icing methods and strategically placing barriers to prevent salt runoff into nearby water bodies to safeguard water quality and protect vegetation.

Alternative energy: new developments may use solar energy systems (SES) to support the development. Building Integrated SES and Building or Roof Mounted SES is encouraged in the Master Plan area as allowed by the Zoning Ordinance. While the Zoning Ordinance currently allows large wind energy conversion systems (WECS) for public utilities, the City shall consider the amending the Zoning Ordinance to allow small WECS as an accessory use.



Aesthetic design: pocket plaza with benches, tables, landscaping and a fountain



Chloride management plans can prevent excess salting



Native species landscaping



Solar garden



Solar roof

Stormwater Management

Water features and drainage systems are critical facets for development within the Master Plan area. In line with sustainable development practices, each new development in the Master Plan area bears the responsibility to incorporate best management practices (BMPs) to pretreat stormwater runoff, reduce erosion and flood hazards, and encourage infiltration in compliance with City and Elm Creek Watershed Management Commission standards. Water and landscape should be utilized within multipurpose areas that accommodate both active and passive recreational use - the following examples illustrate only a few of many possibilities:

1. Pervious pavements, underground storage and other creative techniques should be used to BMP standards, particularly in the Town Center where more density is expected.
2. Green architecture, expressed through green roofs, gray water recycling and other techniques should be included to reduce the impact of new development on stormwater systems.
3. Water feature design should include both formal elements (such as reflecting pools or fountains) and natural/informal forms (such as ponds or fountains) and should explore creative ways to integrate wet landscapes with active, urban spaces.



Parking lot stormwater management system with native vegetation



Underground stormwater management



Landscaped stormwater pond



Permeable pavers

By mandating the utilization of BMPs, the City ensures that the environmental impact of stormwater is minimized, contributing to the overall resilience and health of the community. Stormwater BMPs safeguard Dayton's natural resources and allows the Master Plan area to remain ecologically sustainable. Stormwater management infrastructure can take a variety of forms. Master planning regional stormwater is the most efficient use of land. Other options include a hard working below ground system that is topped by a parking lot, streetscape or even a planted swale.



Town Center

Town Center District Vision

The Town Center will be an area within Dayton that is designed and constructed to serve as a destination within the community, featuring commercial retail and offices, entertainment venues, civic spaces and higher density residential development. The Town Center is a compact, walkable and traditional city core and will contribute to the overall vibrancy and identity of Dayton. The Town Center is unique in its proximity to French Lake and the opportunities for recreation. An emphasis is made on providing accessible destinations, inviting design and views of the lake. The Town Center is situated within the Mixed-Use area of the Dayton Parkway Master Plan.

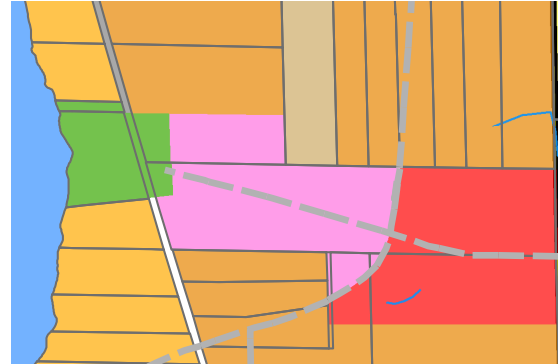
Through survey responses, it was identified that the community preferred a Town Center in the style of a public square Town Center, with a central green space serving as a focal point around which commercial, residential and office developments are centered. This plan does not include a subdivision design. As land in the Town Center is proposed for development the developer will need to show how they will execute this vision.

Uses within the Town Center include cafes and restaurants, entertainment/arts venues, retail, farmers and makers markets, grocery, office and services, residential and civic spaces. The City will be willing to evaluate other uses not specified in the GMU-2 district provided that the spirit and intent of the Town Center district is preserved.

Land use within the Town Center shall prioritize a mix of residential, commercial, office and civic spaces to create a dynamic and inclusive environment. Civic spaces include, but are not limited to, libraries, public administration buildings, parks and cultural buildings. As Dayton continues to grow, the Town Center could be a viable location for a new civic campus. Striking a balance between public and private spaces will contribute to a sense of community and create a destination for residents and visitors alike. Accessible greenspace areas should be the focal point around which the Town Center is designed, with accessible and pedestrian-friendly zones that will enhance the overall experience within the Town Center.

The proposed uses in the Town Center district should be strategically catered to the community's desires based on resident preferences from the survey. The focal point of the community, the central green space, shall be complemented by a range of cafes and restaurants, creating a lively scene where residents can gather and socialize. Retail spaces will offer a mix of shops to fulfill both daily needs and provide unique shopping opportunities.

Offices should be seamlessly integrated to support a live-work-play environment, fostering economic activity while reducing community needs for longer commutes. Developers are encouraged to design buildings to



Town Center District in the Mixed-Use area (pink)



A town center with a central green space that can accommodate different events and uses.

incorporate multiple uses, whether it be office/residential or office/retail. Medium- and lower-density mixed-use buildings were preferred in the community survey with two- to three-story buildings and active street level uses.

Residential spaces will be interspersed in the Town Center, creating a balanced and walkable community where residents can easily access amenities. The Town Center allows for a higher density of residential development that will support diverse commercial opportunities and help create a self-sufficient community.

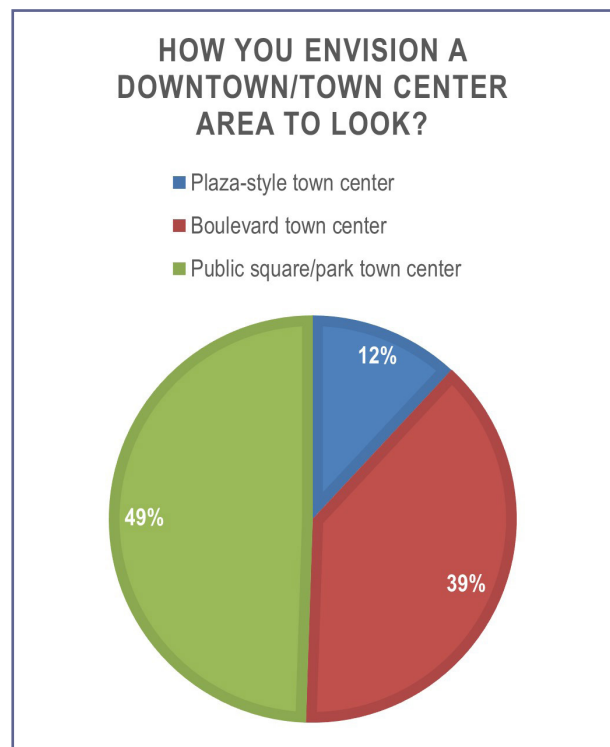
Town Center District Guidelines

The guidelines for the style and type of development in the Town Center are informed by the City Center General Mixed Use District (GMU-2) standards from the Zoning Ordinance and input from the community through surveys and open houses. As the Town Center district is developed, parcels shall be rezoned to City Center GMU-2 district and constructed with respect to the GMU-2 standards and additional guidelines in this document.

The City Center GMU-2 district establishes clear standards for lot size, setback, site design and building height requirements. Buildings shall comply with the City Center GMU-2 setback and frontage requirements in addition to stricter lot standards proposed with this Master Plan. Large residential, commercial, office and mixed-use buildings are encouraged to be placed with zero-lot frontages; however, the maximum setback for these buildings may be 10 feet. If a setback from the front yard line is provided for these types of buildings the front yard space shall be used to expand and enhance the pedestrian realm. Ultimately, the goal for building placement, design and use is to ensure a cohesive and vibrant community space.



Boulevard town center



Survey results for the Town Center with the corresponding concepts shown in the survey below



Plaza-style town center



Public square/park town center

Architectural standards defined further in this document shall apply within the Town Center. These standards are also encouraged but not required for development within the Master Plan area that is not located within the Town Center. Key elements of the building design are oriented towards the pedestrian realm, with arcades, well defined entrances and large sidewalk facing windows. The architectural guidelines emphasize a balance between modern and traditional building design. Consideration for sustainable and eco-friendly practices should be integrated into building expectations and developers should be encouraged to adopt environmentally conscious features and designs.

In a survey, community members also indicated a preference for special events such as farmers and makers markets. These interim uses can engage the community and supplement entertainment, arts and events venues. The City shall work with developers to design public and semi-public areas that encourage social interaction and can accommodate community events such as farmers markets.

To maintain the emphasis on the pedestrian realm, required parking shall not be permitted between the front of a building and the front lot line; however, on-street parking spaces shall be counted towards the required parking. Similarly, drive-thru lanes and windows shall not be permitted within the front of any buildings and shall be located towards the rear or sides of buildings. Wherever parking is provided along the front of a building it shall be screened as described further in this report. Shared parking between buildings is encouraged to make the most effective use of parking that is provided in the Town Center.

By aligning development with community preferences, the Town Center district will meet the needs of the community and foster a vibrant and connected urban environment for future generations of Dayton residents.



Winter activities could include outdoor skating facilities in the town center park area



Summer activities may include farmers markets on the Town Center park



At-grade pedestrian crossing



Traditional architecture design for mixed-use buildings with large retail windows and public seating

Architecture

Within the Town Center, the combination of site and building design should provide a visual cue that this is a unique place. Surveyed residents indicated a preference for a variety of architectural styles that should be complementary and harmonious. A blend of modern designs and traditional aesthetics will contribute to the visual identity of the Town Center.

Residential developments throughout the Town Center should provide a full range of life cycle housing, offering residents the options to age within and feel connected to their community.

Sustainable architectural and site design practices should be incorporated into new developments when possible. Developments can reduce harmful and negative effects on the environment through design strategy, construction practices and operation. Such initiatives include green or solar roofs, greywater recycling, green building materials, passive solar heating and other practices are encouraged.

Generic uniformity is not designed through the Town Center. Building mass should be carefully calibrated to enhance the pedestrian experience, characterized by clear building entrances, well-defined windows, articulated facades and distinctive accent features that provide visual interest. Building design is especially important in the Town Center where architecture will contribute to a sense of place.



Contemporary architecture with traditional design

Facades

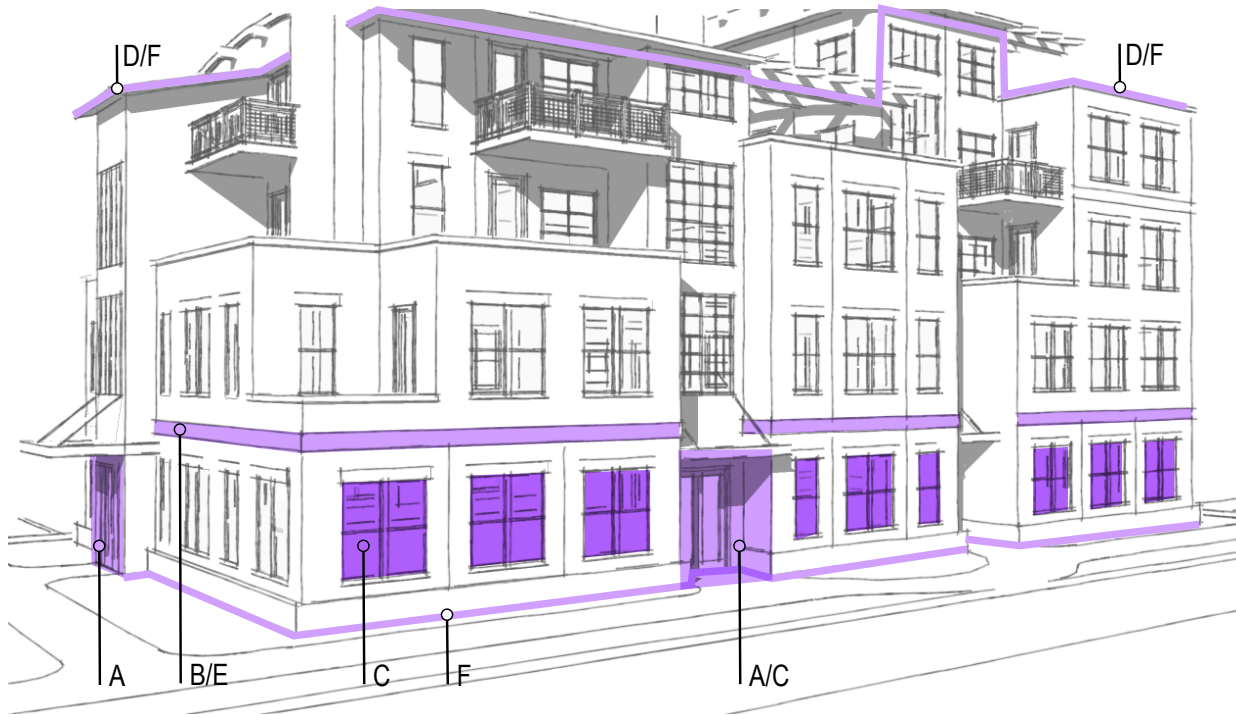
Facades for non-residential and larger multi-family structures should support a higher level of design as described in this section. The architectural styles shall not be restricted but developers are encouraged to utilize the architectural styles noted above. During project review, City staff, Planning Commission and City Council shall consider the quality of building design and its relationship to the surrounding buildings, guided by the provisions in these guidelines and the Zoning Ordinance. The architectural appearance, including building character, permanence, massing, composition and scale of all principal buildings shall comply with the Master Plan.

Franchise architecture (trademarked design that is generic in nature) should be seamlessly integrated into traditional storefront designs in context with the surrounding area.

Franchises or national chains should create context-sensitive buildings that are sustainable in that they can be reused for other uses or businesses.



Modern architecture design



A - Entrances: Main entrances shall face the primary street with secondary entrances to the side or rear. In the case of a corner building or a building abutting more than one street, the City will determine which street should be considered the primary frontage. Entrances shall be clearly articulated and obvious from the street.

B - Appearance: All sides of a building shall have an equal appearance in terms of materials and general design.

C - Windows: At least 40% of the wall surface at the street side of a non-residential first story shall consist of clear windows and doors that allow a view into the working areas, lobbies or display areas. At least 30% of the total wall surface on each façade that faces a street shall consist of windows.

D - Roofs: Building facades that exceed 100 feet in length along the street frontage shall have variations in roofline or rooftop parapets. Rooftop equipment shall be concealed from the view of pedestrians as specified further in the screening section this report.

E - Elements: All buildings shall include the following components and details:

- Accent materials shall be wrapped around walls and corners.
- Accent materials shall complement major materials colors.

F - Articulation : Any exterior building wall adjacent or visible from a public street, public open space or abutting property may not exceed 40 feet in length without visual relief consisting of one or more of the following:

- The façade shall be divided architectural by means of significantly different materials or textures; or
- Horizontal offsets of at least four feet in depth; or
- Vertical offsets in the roofline of at least four feet; or
- Fenestration at the first floor level is recessed horizontally at least one foot into the façade.



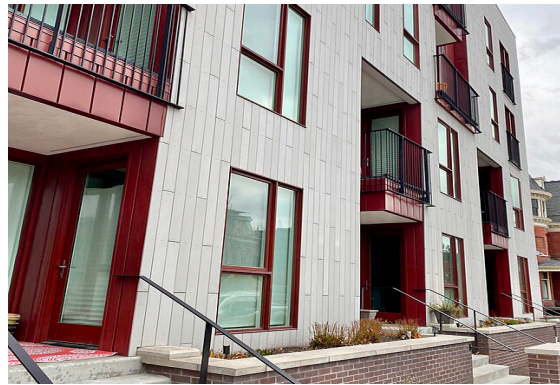
Residential architecture with traditional design

G - Materials: Exterior building materials shall be classified as either primary, secondary, or accent materials. Primary materials shall cover at least 50% of the façade of a building, secondary materials may cover no more than 30% of the façade. Accent materials may include door and window frames, lintels, cornices, and other minor elements, and may cover no more than 20% of the façade. Allowable materials are as follows:

- Primary building materials include brick, stone (natural or colored) EIFS, stucco, architectural precast concrete or glass. Bronze tinted or mirror glass are prohibited as exterior materials.
- Secondary building materials may be any of the primary building materials above or decorative block, integrally colored stucco, or fiber cement siding (color impregnated or painted) in vertical panel design. Panel seam lines shall be architecturally integrated into the building design so that they are not visible.
- Accent materials may be wood, metal, lap siding or fiber cement when used in trim, fascia or soffit if appropriately integrated into the overall building design and not situated in areas which will be subject to physical or environmental damage.
- All primary and secondary materials shall be integrally colored, except where otherwise stated.
- Decorative block shall be colored only by means of a pigment integral to the block material and shall not be applied to the surface.
- Sheet metal, corrugated metal, iron, shakes, plain flat concrete block are not acceptable as exterior wall materials.
- All building and roofing materials shall meet current accepted industry standards, and tolerances, and shall be subject to review and approval by the City for quality, durability, and aesthetic appeal.



Modern building design utilizing traditional materials



Modern building materials and accents



Traditional building design with modern accents



Accent materials integrated into the overall building design



Implementation

The primary method the Dayton Parkway Master Plan will be implemented is through official actions by the City. Evaluations of proposed developments, enforcement of municipal ordinances, and decisions related to funding and executing public projects serve as avenues for the realization of this plan. These actions comprise both established routine procedures and new initiatives, collectively contributing to the effective implementation of the vision outlined in this plan.

Development Review

The effective implementation of the design guidelines in this document will rely on a thorough and consistent development review process. The design guidelines are integral to shaping the envisioned character and pattern of development for the Dayton Parkway Master Plan area. Staff will incorporate design review to ensure compliance with the design guidelines as a standard step in the development review process. The evaluation of projects in accordance with the Dayton Parkway Master Plan will ensure the vision outlined in this document is upheld, fostering a cohesive and unique built environment.

Parks

Due at the time of development, the City will take park dedication in form of dedicated land and cash-in-lieu of land. Dedicated park land will provide for the community park along French lake, Town Center park plaza and neighborhood parks. Cash-in-lieu of land park dedication will support the development of amenities within the new parks.

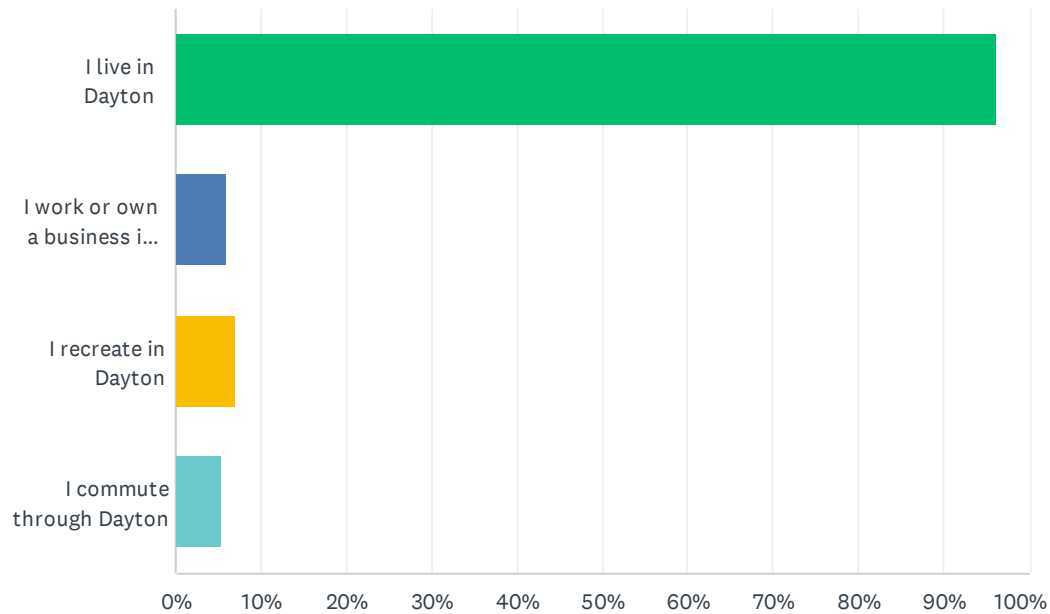
The City of Dayton's Capital Improvements Plan shall be updated to reflect the new parks proposed for the Dayton Parkway Master Plan area and consider timelines for the construction of park improvements.

2050 Comprehensive Plan Update

This plan is approved to guide development in advance of the 2050 Comprehensive Plan update. As part of the 2050 Comprehensive Plan, these land use changes will be officially adopted as part of the Future Land Use map. Until that plan is updated, this document will be used to guide development in this Dayton Parkway Master Plan area. Should development be proposed in the Dayton Parkway Master Plan area prior to adoption of the 2050 Comprehensive Plan, an applicant may request a comprehensive plan amendment to modify the land use map to be consistent with the Dayton Parkway Master Plan to allow development.

Q1 What is your connection to the City of Dayton?

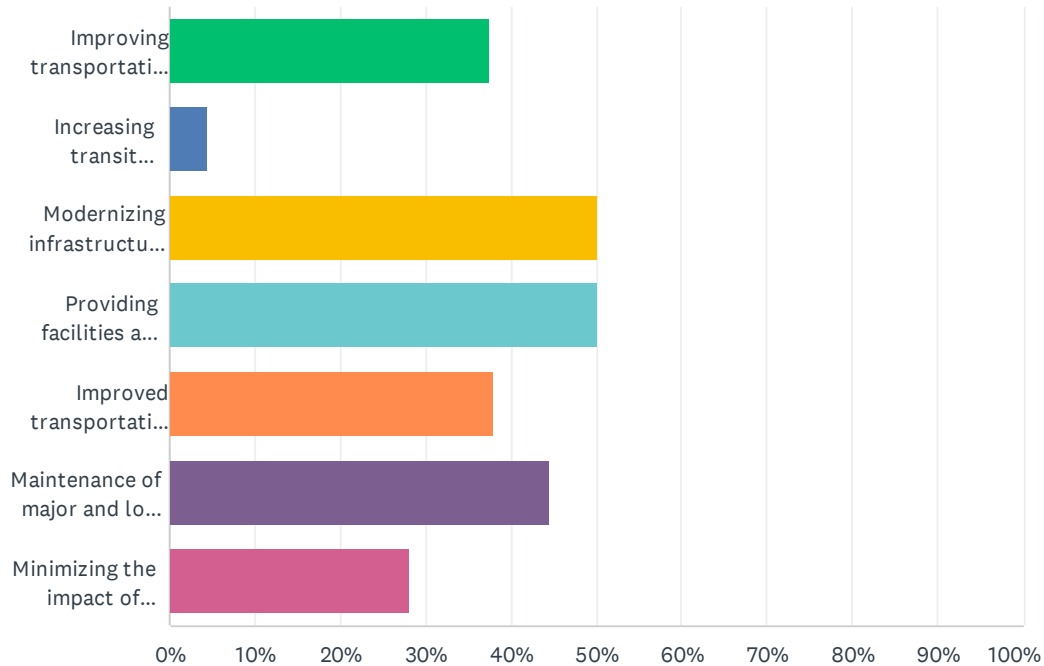
Answered: 285 Skipped: 0



ANSWER CHOICES	RESPONSES	
I live in Dayton	96.14%	274
I work or own a business in Dayton	5.96%	17
I recreate in Dayton	7.02%	20
I commute through Dayton	5.26%	15
Total Respondents: 285		

Q2 Which of the following transportation issues in the Dayton Parkway Plan Area are most important to you? Select up to 3 answers

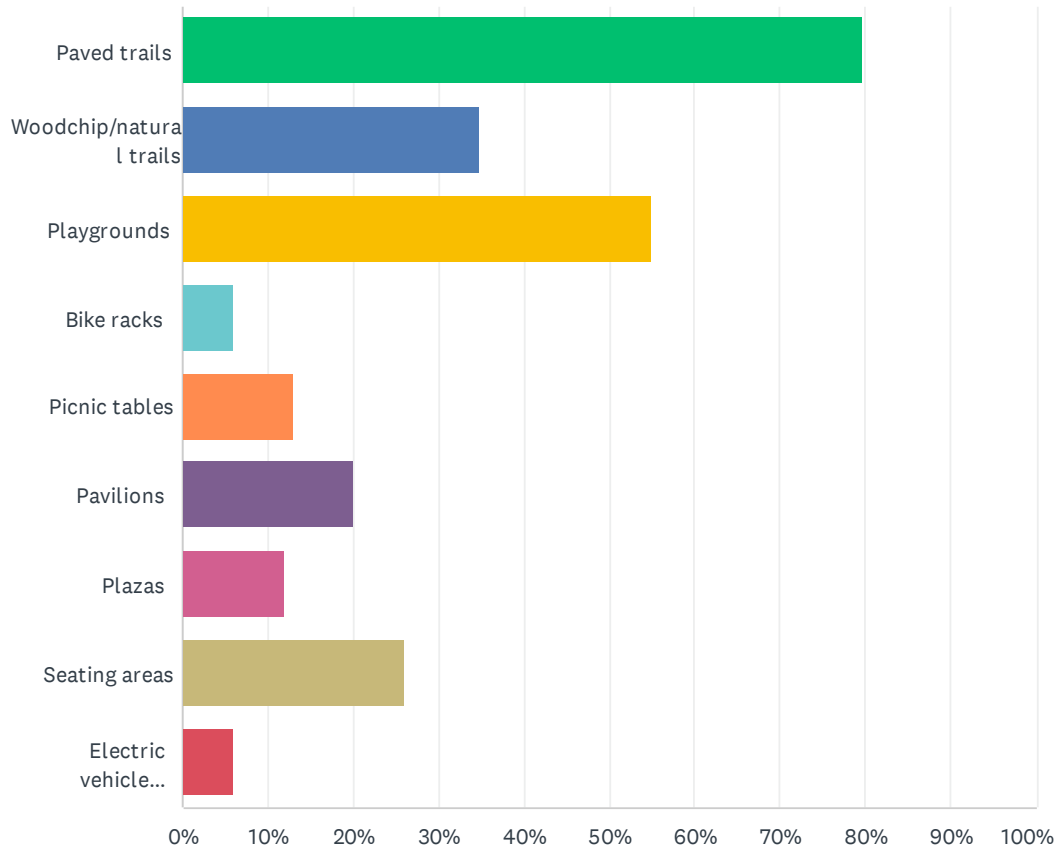
Answered: 285 Skipped: 0



ANSWER CHOICES	RESPONSES	
Improving transportation safety	37.54%	107
Increasing transit services	4.56%	13
Modernizing infrastructure (sanitary sewer, municipal water, streets, etc.) as urban and suburban growth occurs	50.18%	143
Providing facilities and connections for pedestrians and bicyclists	50.18%	143
Improved transportation connections through the City	37.89%	108
Maintenance of major and local roads	44.56%	127
Minimizing the impact of transportation on the environment	28.07%	80
Total Respondents: 285		

Q3 Which type of amenity is most important in public spaces/parks? Select up to 3 answers

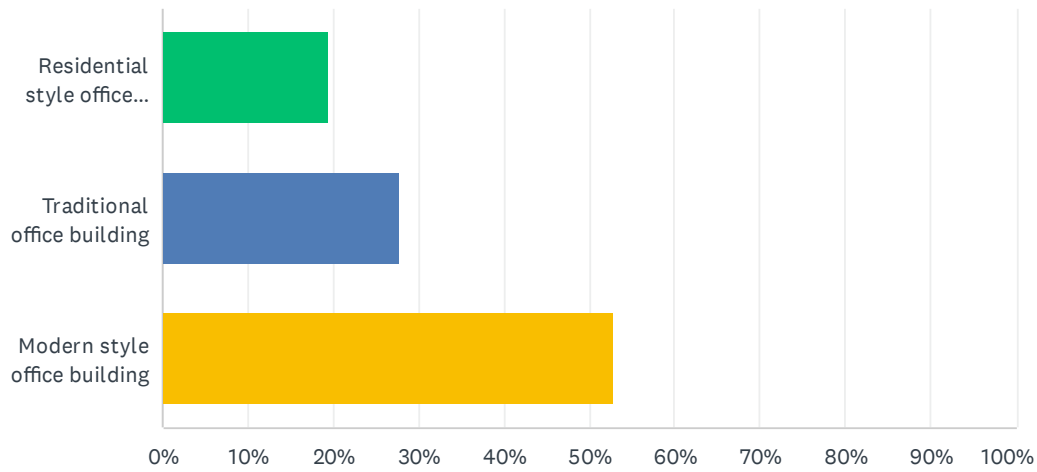
Answered: 285 Skipped: 0



ANSWER CHOICES	RESPONSES	
Paved trails	79.65%	227
Woodchip/natural trails	34.74%	99
Playgrounds	55.09%	157
Bike racks	5.96%	17
Picnic tables	12.98%	37
Pavilions	20.00%	57
Plazas	11.93%	34
Seating areas	25.96%	74
Electric vehicle charging stations	5.96%	17
Total Respondents: 285		

Q4 Which office building design do you prefer?

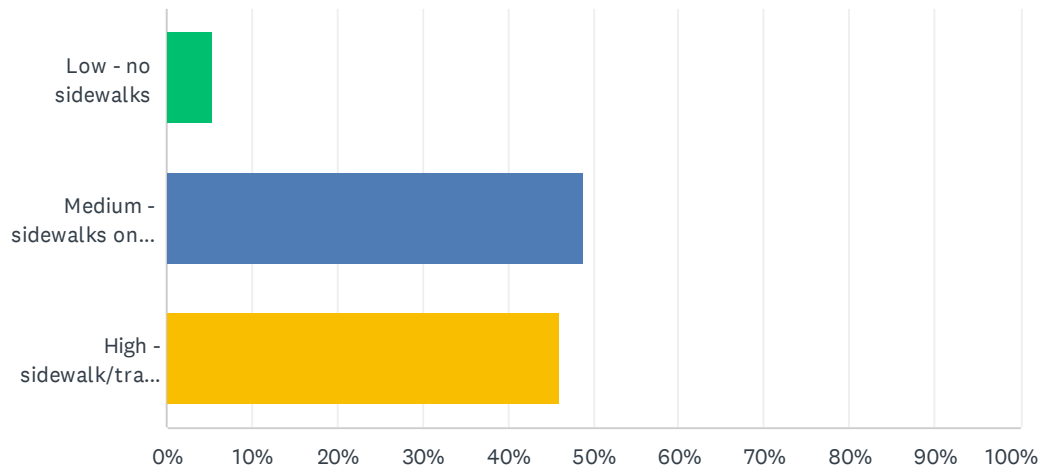
Answered: 285 Skipped: 0



ANSWER CHOICES	RESPONSES	
Residential style office building	19.30%	55
Traditional office building	27.72%	79
Modern style office building	52.98%	151
TOTAL		285

Q5 Which street design do you prefer?

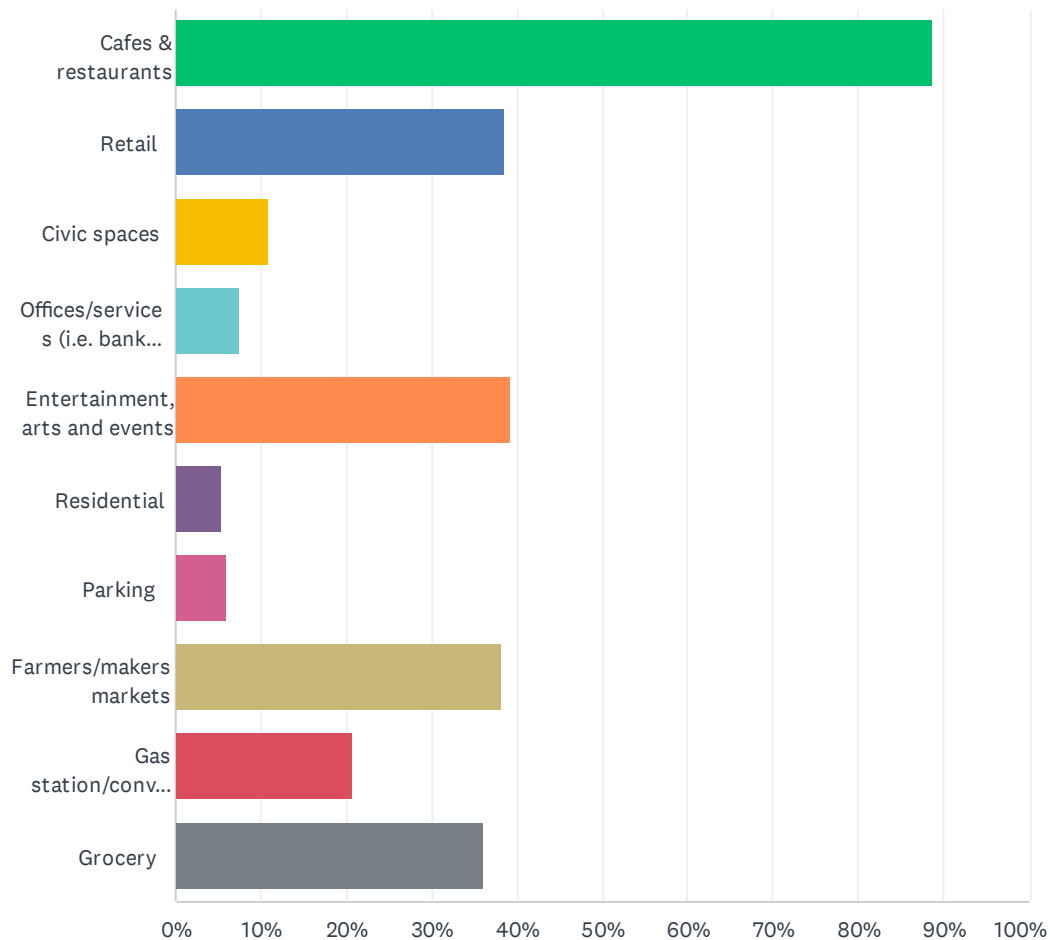
Answered: 285 Skipped: 0



ANSWER CHOICES	RESPONSES	
Low - no sidewalks	5.26%	15
Medium - sidewalks on one side	48.77%	139
High - sidewalk/trail on both sides	45.96%	131
TOTAL		285

Q6 A town center is proposed within the project area. What types of uses do you prefer to see in a town center/downtown area? Select up to 3 answers
The "town center" is intended to be an area within Dayton that is designed and constructed to serve as the heart of the community, featuring commercial retail and offices, entertainment venues, civic spaces and higher density residential development.

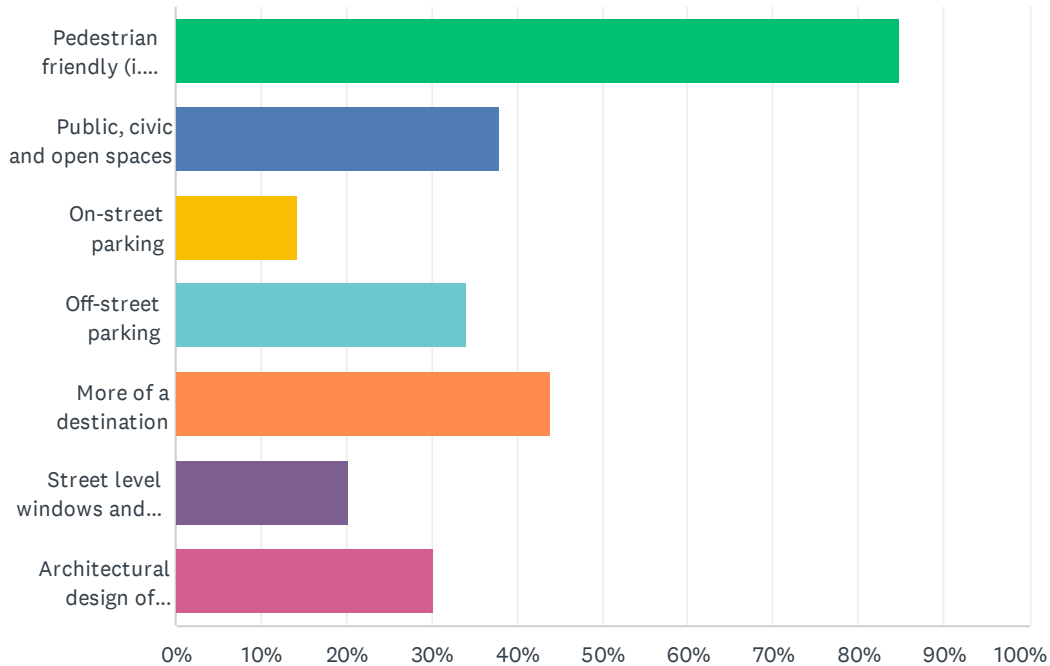
Answered: 285 Skipped: 0



ANSWER CHOICES	RESPONSES	
Cafes & restaurants	88.77%	253
Retail	38.60%	110
Civic spaces	10.88%	31
Offices/services (i.e. banks, accountants)	7.37%	21
Entertainment, arts and events	39.30%	112
Residential	5.26%	15
Parking	5.96%	17
Farmers/makers markets	38.25%	109
Gas station/convenience	20.70%	59
Grocery	36.14%	103
Total Respondents: 285		

Q7 What aspects of a town center do you consider most important? Select up to 3 answers

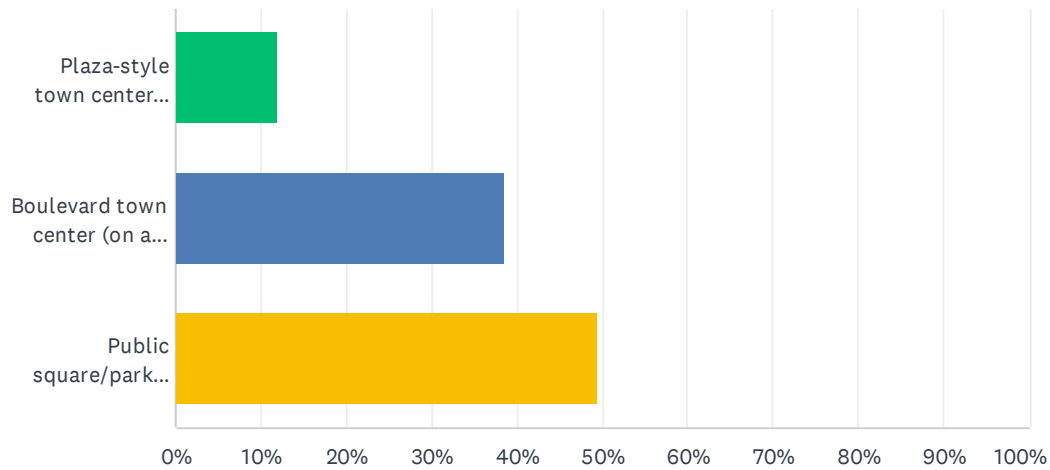
Answered: 285 Skipped: 0






ANSWER CHOICES	RESPONSES	
Pedestrian friendly (i.e. large sidewalks, crosswalks)	84.91%	242
Public, civic and open spaces	37.89%	108
On-street parking	14.39%	41
Off-street parking	34.04%	97
More of a destination	43.86%	125
Street level windows and building design	20.35%	58
Architectural design of buildings	30.18%	86
Total Respondents: 285		

Q8 How you envision a downtown/town center area to look?

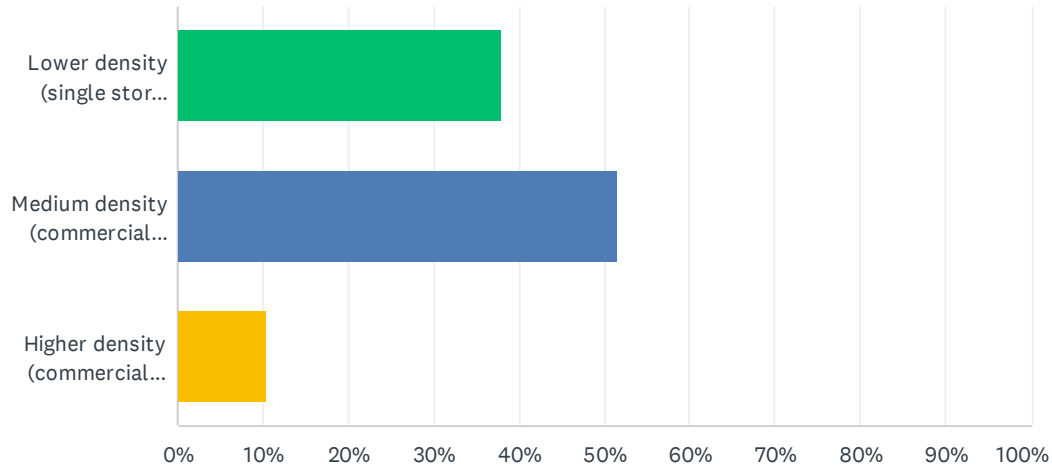
Answered: 285 Skipped: 0






ANSWER CHOICES	RESPONSES	
 Plaza-style town center (multi-use area typically pedestrian only)	11.93%	34
 Boulevard town center (on and off-street parking)	38.60%	110
 Public square/park town center (park space as focal point)	49.47%	141
TOTAL		285

Q9 What level of density do you envision for a town center/downtown area?

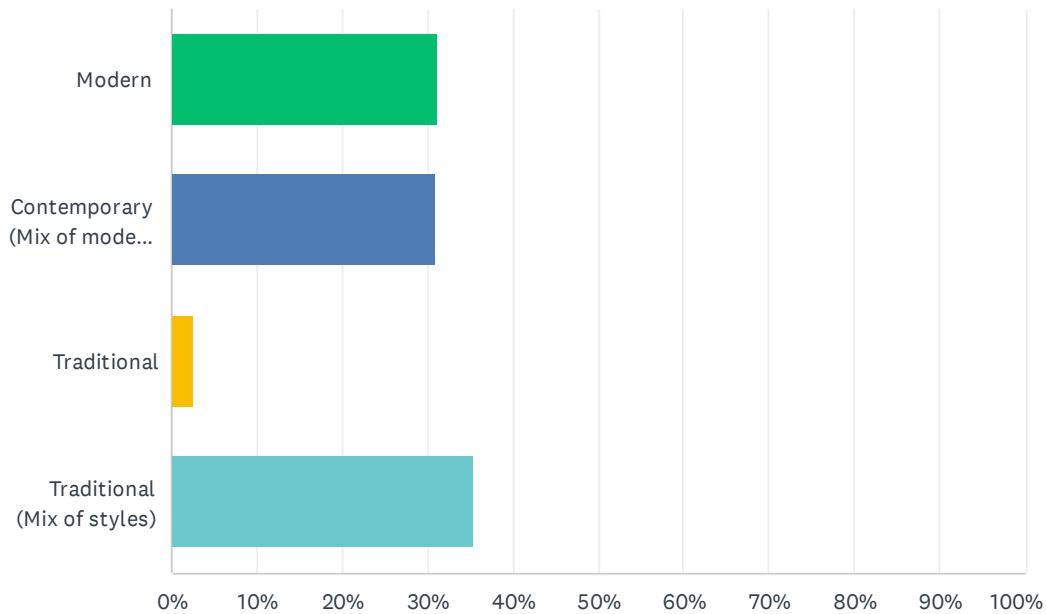
Answered: 285 Skipped: 0







ANSWER CHOICES		RESPONSES	
	Lower density (single story commercial and offices)	37.89%	108
	Medium density (commercial first level/two-three story office and residential)	51.58%	147
	Higher density (commercial first level/multi-story office and residential)	10.53%	30
TOTAL			285

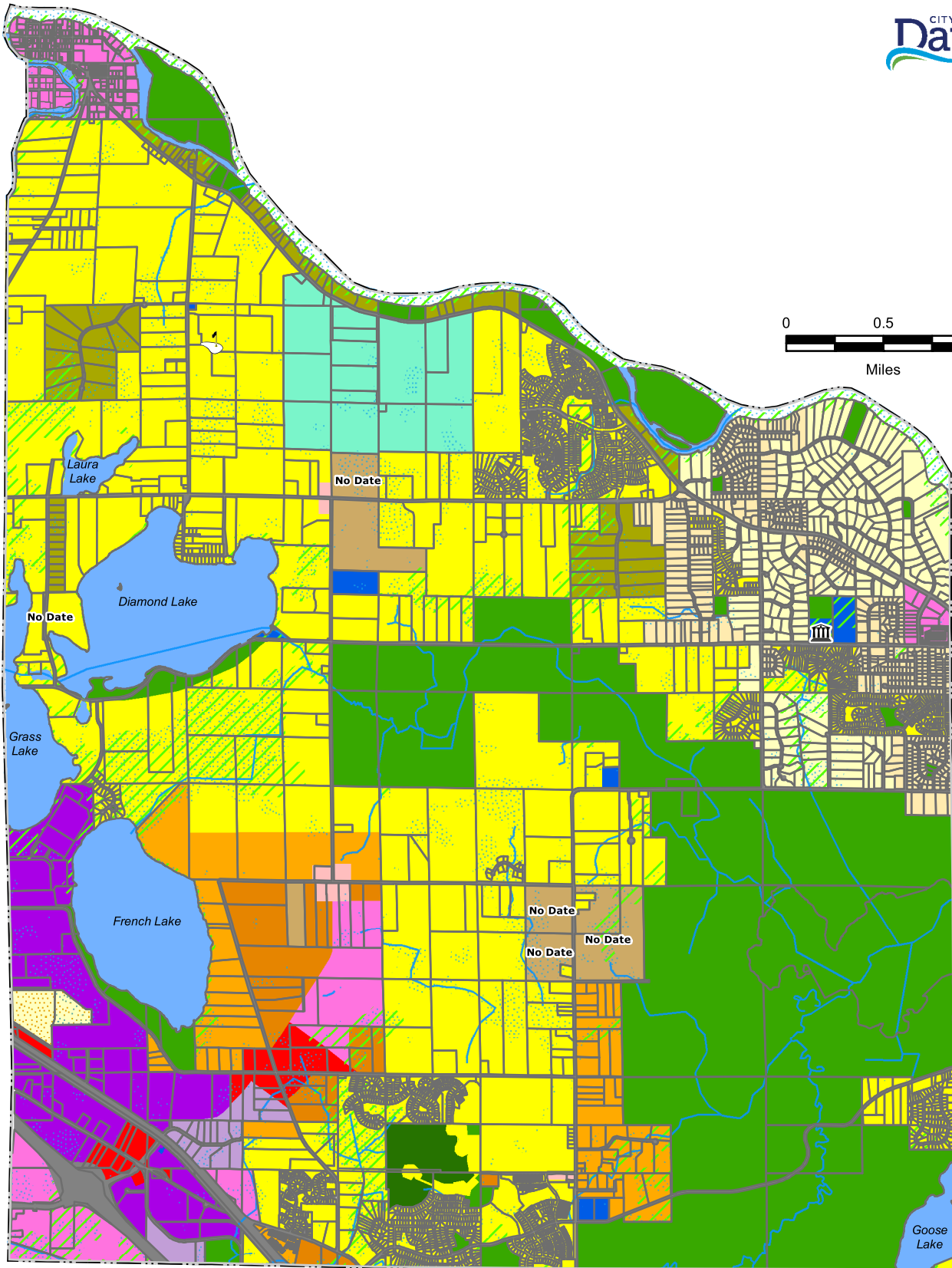
Q10 Which architectural style would you prefer to see in a town center?

Answered: 285 Skipped: 0



ANSWER CHOICES	RESPONSES	
 Modern	31.23%	89
 Contemporary (Mix of modern and traditional)	30.88%	88
 Traditional	2.46%	7
 Traditional (Mix of styles)	35.44%	101
TOTAL		285

2040 Future Land Use



Legend

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

ITEM:

Interim Use Permit for Event Center, 16861 North Diamond Lake Road (Magnus Veterans Foundation)

APPLICANT/PRESENTERS:

Shawn Alderman, President
Bob Jaskowiak, Director

PREPARED BY:

Jon Sevald, Community Development Director

BACKGROUND/OVERVIEW:

Magnus Veterans Foundation was established in 2021 at 16861 North Diamond Lake Road.¹ The 34-acre property was formally a residence donated to Magnus. Magnus operates a health and wellness clinic for veterans and their families. Magnus has 800 members and 200 volunteers. The clinic provides services to 2-12 clients (members) per day. There is no cost to members. Magnus is dependent upon donations. This includes hosting fundraiser events on and off-site.

The City approved an IUP for a Veterans Outpatient Treatment Facility in 2021.² One of the conditions is that Magnus obtain a Large Assembly permit for any event with 200 or more participants. In 2023, the City Code was amended to allow Event Centers as an Interim Use Permit.³ The intent of the Event Center ordinance is for the applicant to create a management plan addressing nuisance factors, and emergency response plans. If the applicant has an IUP for an Event Center, then there is no need for individual Large Assembly permits.

The type and number of on-site events will evolve over time. For example, the *Magnus & Friends Festival* will be held September 7th, 8:00 am – 9:00 pm, to include a 10K run, vender booths, concert, and fireworks.

Access is via an existing gravel field access onto a grass parking lot. The drive lane is about 600' in length, allowing stacking for 30+ vehicles. Staff estimates there is space for 500-600 vehicles with ample farmland to expand onto. Event activities will be held on the lawn between the house and pond. Emergency access will be via an existing gravel driveway along the east property line.

¹ Previous land use permits include Non-Conforming Home Occupation Permit for VEE Corporation/Vince Egan for use of a barn to store show equipment (Resolution 68-1984). This permit is non-transferable. Correspondence from Vince Egan's attorney notes that the storage barn includes limited living quarters used occasionally by guests.

² Resolution 04-2021, Resolution Granting an Interim Use Permit for Magnus Veterans Foundation at 16861 Diamond Lake Road North.

³ Ordinance 2023-05, amending City Code 1001.03, Subd 2.

PLANNING COMMISSION MEETING

The IUP's intent is for the Applicant to create an Emergency Response plan acceptable by Staff, prior to large events being held. The FEMA *Emergency Management Guide for Business and Industry* has been provided to the applicant as a guideline. *"An emergency is any unplanned event that can cause deaths or significant injuries to employees, customers or the public; or that can shut down your business, disrupt operations, cause physical or environmental damage, or threaten the facility's financial standing or public image."*⁴

CRITICAL ISSUES:

- Traffic management, to be addressed by Applicant in an Emergency Preparedness plan.
- Parking surface; an improved surface is required, whereas grass is proposed.
- Emergency Preparedness Plan, to be completed by the Applicant.

60/120-DAY RULE (IF APPLICABLE):

	60-Days	120-Days
Interim Use Permit	Aug 6, 2024	Oct 4, 2024 ⁵

RELATIONSHIP TO COUNCIL GOALS:

Create a Sought After Community

ROLE OF PLANNING COMMISSION:

Conduct a Public Hearing. Motion to Recommend Approval or Denial of an Interim Use Permit for an Event Center.

The Planning Commission should consider if grass parking is appropriate in place of an improved surface (Fisher Farms is gravel. Dehn's Pumpkins is grass). If yes, consideration should be given to amend the Code.

RECOMMENDATION:

Staff recommends approval, expiring January 26, 2041 or one year after a Veterans Outpatient Facility ceases operations, whichever occurs first. This coincides with the 2021 IUP conditions.

A Public Hearing Notice was published by THE PRESS on July 18, 2024, and mailed to property owners within 500' of the site.

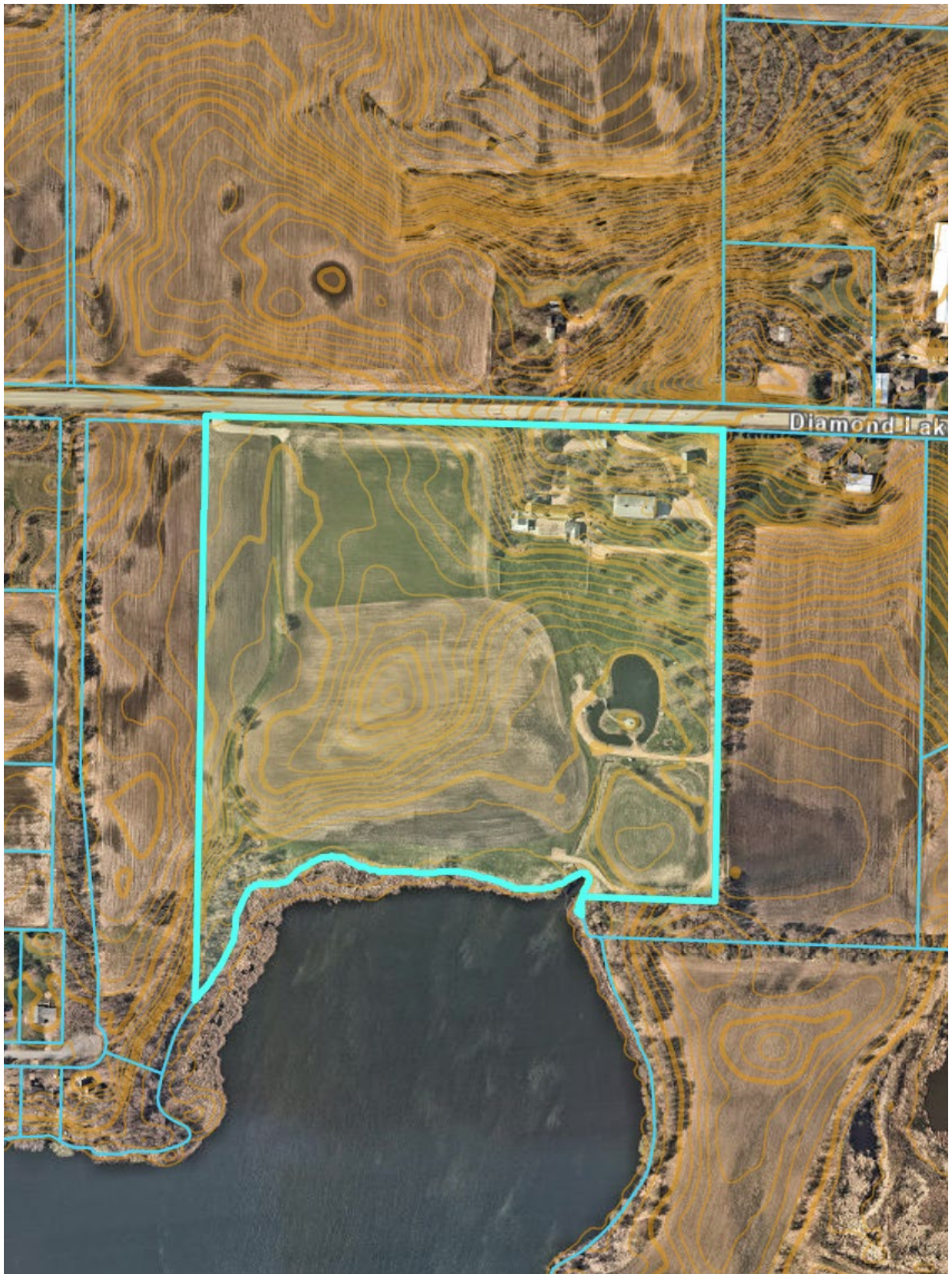
ATTACHMENT(S):

Applicant's Narrative
Ordinance 2023-05 (Event Centers)
Aerial Photo
Site Photos
Public Hearing notice map
Resolution

⁴ Wahle, Thomas, Gregg Beatty, FEMA *Emergency Management Guide for Business and Industry*, October 1993, Page 5.

⁵ 60-Day review extended to 120-days (Oct 4, 2024). Notice provided to Applicant on June 13, 2024.

AERIAL PHOTO



SITE PHOTOS



16861 North Diamond Lake Road, view from greenhouse looking south toward Event area (June 24, 2024).



16861 North Diamond Lake Road, view from Event area looking north toward clinic (June 24, 2024).



16861 North Diamond Lake Road. Event Center driveway, looking east (July 5, 2024).

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(Updated 7/26/2024)

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

RESOLUTION NO. ____ - 2024

**RESOLUTION AMENDING AND RESTATING THE ENABLING RESOLUTION
ESTABLISHING THE ECONOMIC DEVELOPMENT AUTHORITY
FOR THE CITY OF DAYTON, MINNESOTA**

WHEREAS, on February 5, 1990, the City Council of the City of Dayton (“Dayton City Council”) adopted Resolution 8-90 establishing the Economic Development Authority of the City of Dayton (“Dayton EDA”); and

WHEREAS, Resolution 8-90 vested in the Dayton EDA “all of the powers, rights, duties, and obligations as set forth in Minnesota Statutes, Sections 469.090 to 469.108 and any other law”; and

WHEREAS, Resolution 8-90 also established the governing board on commissioners for the Dayton EDA, and appointed the members of the Dayton City Council as the commissioners for that board; and

WHEREAS, City records reflect various actions by the Dayton City Council since 1990 to make changes to the powers and structure of the Dayton EDA, but such actions were not adopted by written resolution as required by Minnesota Statutes § 469.093, subd. 2; and

WHEREAS, specifically, in 2014 City records appear to reflect an action by the Dayton City Council to expand the powers of the Dayton EDA to include the powers of a Housing and Redevelopment Authority; and

WHEREAS, the Bylaws for the Dayton EDA have been amended from time to time since 1990, including substantive changes to the structure and powers of the Dayton EDA, with no record of such changes to the structure and powers being approved by written resolution as required by Minnesota Statutes § 469.093, subd. 2; and

WHEREAS, the Dayton City Council is adopting this Amended and Restated Enabling Resolution in compliance with the requirements of Minnesota Statutes § 469.093 to clarify the powers conferred and the structure established for the Dayton EDA; and

WHEREAS, after published notice was given, on August 12, 2024, a public hearing was held for this Amended and Restated Enabling Resolution according to the requirements of Minnesota Statutes § 469.093.

NOW THEREFORE, the City Council of the City of Dayton, Minnesota, resolves:

**SECTION 1. ESTABLISHMENT OF AN ECONOMIC DEVELOPMENT
AUTHORITY FOR THE CITY OF DAYTON, MINNESOTA.**

1.1 *Economic Development Authority Established.* The Economic Development Authority for the City of Dayton, Minnesota, is hereby established. The Dayton EDA shall have all the powers, duties, and responsibilities set forth in Minnesota Statutes §§ 469.090 to 469.1081, as may be amended from time to time, and all other applicable laws, except as limited by this Amended and Restated Enabling Resolution (“Resolution”).

1.2 *Purpose.* The appointment of the Dayton EDA, pursuant to the provisions, restrictions, and regulations contained in this Resolution, is intended to provide the City of Dayton with a board comprised of representatives from both city government and private enterprise, capable of administering business incentives and other economic development measures. The Dayton EDA shall be the chief economic development agency for the City, and shall be under the authority of the Dayton City Council.

1.3 *Characteristics.* The Dayton EDA is a public body corporate and politic and a political subdivision of the State of Minnesota with the right to sue and be sued in its own name. The Dayton EDA carries out an essential governmental function when it exercises its power, but the Dayton EDA is not immune from liability because of this.

1.4 *Future Amendments.* Nothing shall prevent the Dayton City Council from amending this enabling resolution to impose limits on the powers of the Dayton EDA or for providing for other matters as authorized by Minnesota Statutes §§ 469.090 to 469.1081, or any other applicable law.

SECTION 2. COMPOSITION OF THE DAYTON EDA.

2.1 *Composition.* The Dayton EDA shall be governed by a Board of Commissioners consisting of seven persons appointed by the Mayor with the approval of the Dayton City Council (each one, a “Commissioner”). The seven Dayton EDA Commissioners shall be appointed by written Resolution of the Dayton City Council as follows:

- A. Five Commissioners shall be members of the Dayton business community, or residents of the City of Dayton with business and/or economic development experience, each with an interest in promoting the economic growth and development of the City of Dayton (“Community Commissioners”); and
- B. The Dayton City Council shall choose two of its members to serve as Commissioners.

2.2 *Terms.*

- A. The Community Commissioners shall be appointed each to a six-year term. The four-year terms shall commence on January 1 of the year appointed, and terminate on December 31 of the sixth year following appointment.

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(Updated 7/26/2024)

- B. A Dayton City Councilmember appointed to serve as a Commissioner shall be appointed to serve a term that coincides with, and does not extend beyond, their term in office on the Dayton City Council. So long as a Dayton City Councilmember remains in office, there is no limit on the number of terms that a Dayton City Councilmember may be re-appointed to serve as a Commissioner.

2.3 *Removal for Cause.* Pursuant to Minnesota Statutes § 469.095, subd. 5, following a hearing by the Dayton City Council, a Commissioner may be removed for inefficiency, neglect of duty, or misconduct in office as a Commissioner. A copy of the charges must be given to the Commissioner at least ten days before the hearing before the Dayton City Council. The Commissioner must be given an opportunity to be heard in person or by legal counsel at the hearing. When written charges have been submitted against a Commissioner, the Dayton City Council may temporarily suspend the Commissioner. If the Dayton City Council finds that those charges have not been substantiated, the Commissioner shall be immediately reinstated. If a Commissioner is removed, a record of the proceedings, together with the charges and findings, shall be filed in the office of the Dayton City Clerk.

2.4 *Vacancies.* A vacancy is created on the Dayton EDA Board of Commissioners when a Dayton City Councilmember is no longer in office on the Dayton City Council, or when a Commissioner is removed for cause. A vacancy for this or any other reason must be filled for the balance of the unexpired term in the manner in which the original appointment was made.

2.5 *Compensation and Reimbursement.* A Commissioner, including the president, shall be paid for attending each regular or special meeting of the Dayton EDA, in an amount to be determined by the Dayton City Council. In addition to receiving pay for meetings, Commissioners may be reimbursed for actual expenses incurred in doing official business of the Dayton EDA. All money paid for compensation or reimbursement must be paid out of the Dayton EDA's budget. The rate of compensation or reimbursement shall be established by written Resolution of the Dayton City Council.

2.6 *Conflict of Interest.* Except as authorized in Minnesota Statutes § 471.88, and subject to the requirements and penalties of Minnesota Statutes § 469.098, no Commissioner may acquire any direct or indirect financial interest in any project or in any property included or planned to be included in any project of the Dayton EDA, or in any contract or proposed contract for materials or service to be furnished or used in connection with any project of the Dayton EDA.

SECTION 3. OFFICERS, DUTIES, ORGANIZATIONAL MATTERS.

3.1 *Bylaws.* The Dayton EDA may propose and adopt bylaws to govern its procedures, which must be approved by the Dayton City Council by written resolution. Any amendments to such bylaws must also be approved by the Dayton City Council by written resolution. The Bylaws or amendments to the Bylaws shall be ineffective without approval by the Dayton City Council by written resolution. The Bylaws may not purport to change the powers of the Dayton EDA as granted by this Enabling Resolution.

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(Updated 7/26/2024)

3.2 *Official Seal.* The official seal of the City of Dayton is the official seal of the Dayton EDA.

3.3 *Officers.* The Dayton EDA shall annually elect a president, a vice-president, a treasurer, a secretary, and an assistant treasurer. A Commissioner must not serve as president and vice-president at the same time, but the other offices may be held by the same Commissioner. Someone other than a Commissioner may hold the offices of secretary and assistant treasurer.

3.4 *Duties and powers.* The officers have the usual duties and powers of their offices. They may be given other duties and powers by the Dayton EDA.

3.5 *Powers and Duties of Treasurer and Assistant Treasurer.* The Treasurer for the Dayton EDA:

- A. shall receive and is responsible for the Dayton EDA money;
- B. is responsible for the acts of the Assistant Treasurer;
- C. shall disburse Dayton EDA money by check only;
- D. shall keep an account of the source of all receipts, and the nature, purpose, and authority of all disbursements; and
- E. shall file the detailed financial statement of the Dayton EDA with its secretary at least one time per year at times set by the Dayton EDA.

The Assistant Treasurer has the powers and duties of the Treasurer if the Treasurer is absent or disabled.

3.6 *Treasurer's Bond.* The Treasurer shall give bond to the State conditioned for the faithful discharge of official duties. The bond must be approved as to form and surety by the authority and filed with the Dayton EDA Secretary. The bond must be for twice the amount of money likely to be on hand at any one time, as determined at least annually by the Dayton EDA provided that the bond must not exceed \$300,000.

3.7 *Public money.* Dayton EDA money is public money.

3.8 *Checks.* A check of the Dayton EDA must be signed by the Treasurer and one other officer named by the Dayton EDA in written a resolution. The check must state the name of the payee and the nature of the claim for which the check is issued.

3.9 *Financial statement.* The detailed financial statement must of the Dayton EDA show all receipts and disbursements, their nature, the money on hand, the purposes to which the money on hand is to be applied, the credits and assets, outstanding liabilities of the Dayton EDA in a form required for the financial statements of the City of Dayton. The Dayton EDA Board of Commissioners shall examine the statement together with the Treasurer's vouchers. If the Dayton EDA Board of Commissioners finds that the statement and vouchers are correct, it shall approve them by written resolution and enter the resolution in its records.

SECTION 4. DAYTON EDA STAFF.

4.1 The City Administrator shall serve as Executive Director of the Dayton EDA.

4.2 Subject to limits set by the appropriations or other funds made available, the Dayton EDA may employ such staff, technicians, and experts as may be deemed proper by the Dayton EDA Board of Commissioners, including engineering, legal, public accounting, consulting, or other services. Also subject to limits set by the appropriations or other funds made available, the Dayton EDA may also incur such other expenses as may be necessary and proper for the conduct of its affairs.

4.3 If the Dayton EDA hires such staff or consultants, except as expressly otherwise approved by the Dayton City Council by written resolution, the City's administrative, managerial, and personnel practices, rules, and policies shall apply to the Dayton EDA, and its employees and consultants.

4.4 The Dayton EDA may purchase the supplies and materials it needs to carry out its functions, and may use the City of Dayton purchasing department in connection with construction work and to purchase equipment, supplies, or materials. The City of Dayton may furnish offices, structures and space, and stenographic, clerical, engineering, or other assistance to the Dayton EDA.

SECTION 5. FUNCTIONS, POWERS, AND DUTIES.

5.1 *Statutory Powers.* Except as specifically limited by the provisions of this Enabling Resolution, the Dayton EDA shall have the powers and duties of an economic development authority pursuant Minnesota Statutes §§ 469.090 to 469.1081; and the powers and duties of a Housing and Redevelopment Authority pursuant to §§ 469.001 to 469.047.

5.2 *Establishment of Districts.* The Dayton EDA may create and define the boundaries of economic development districts at any place or places within the city of Dayton, as provided in Minnesota Statutes § 469.101, subd. 1.

5.3 *Property Rights.* The Dayton EDA may exercise its powers related to real property as follows:

- A. Acquisitions. The Dayton EDA may acquire by lease, purchase, gift, or devise the needed right, title, and interest in property to create economic development districts, which shall be paid from Dayton EDA funds. The Dayton EDA may hold and dispose of the real property subject to the limits and conditions set forth in Minnesota Statutes §§ 469.090 to 469.108. The title to any real property acquired by purchase must be in fee simple, absolute. The Dayton EDA may accept an interest in real property acquired in another way subject to any condition of the grantor or donor. Any condition must be consistent with the proper use of the real property as set forth in Minnesota Statutes §§ 469.090 to 469.108.
- B. Options. The Dayton EDA may sign options to purchase, sell, or lease real property.

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- C. Rights; Easements. The Dayton EDA may acquire rights or an easement for a term of years or perpetually for development of an economic development district.
- D. Accept Public Land. The Dayton EDA may accept conveyances of land from all other public agencies, commissions, or other units of government, if the land can be properly used by the Dayton EDA in an economic development district, to carry out the purposes of Minnesota Statutes §§ 469.090 to 469.108.
- E. Sale of Property. Subject to the limitations of this Resolution and in conformance with the requirements of Minnesota Statutes § 469.105, the Dayton EDA may sell and convey property owned by it within the City or an economic development district if the Dayton EDA determines that the sale and conveyance are in the best interests of the City or district and its people, and that the transaction furthers the general plan of economic development.

5.4 *Partnerships, Cooperation, Memberships*. The Dayton EDA may exercise its powers in conjunction with other entities as follows:

- A. Partnerships. The Dayton EDA may be a limited partner in a partnership whose purpose is consistent with the purpose of the Dayton EDA.
- B. Cooperation with Other Governmental Entities. The Dayton EDA may cooperate with or act as agent for the federal or state government or a state public body, or an agency or instrumentality of a government or other public body to carry out the powers granted it by Minnesota Statutes §§ 469.090 to 469.1081 or any other related federal, state, or local law in the area of economic development district improvement.
- C. Memberships. The Dayton EDA may join an official, industrial, commercial, or trade association or other organization concerned with such purposes, hold reception of officials who may contribute to advancing the City and its economic development, and carry out other appropriate public relations activities to promote the city and its economic development.

5.5 *Loans*. The Dayton EDA may make loans to businesses or to for-profit or nonprofit corporations for any purpose that the Dayton EDA is authorized to carry out. Prior to making any such loans, the EDA must create a program setting forth the purpose, eligibility criteria, limits, guidelines, procedures, and other requirements under which such loans may be made. The City Council must review and approve any loan program prior to implementation by the Dayton EDA.

5.6 *Annual Strategic Planning*. The Dayton EDA shall annually develop or update an economic development strategy, and present it to the Dayton City Council for consideration and approval.

5.7 *Other Duties, Official Functions*. The Dayton EDA may perform such other duties that may be lawfully assigned to it by the City. All city employees shall, upon request and within a reasonable time, furnish the Dayton EDA or its employees or agents such available records or information as may be required in its work. The Dayton EDA or its employees or agents may, in

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(Updated 7/26/2024)

the performance of official duties, enter upon lands and make examinations or surveys in the same manner as other authorized City agents or employees and shall have such other powers as are required for the performance of official functions in carrying out the purposes of this Resolution.

SECTION 6. LIMITATIONS OF POWER.

6.1 The following limits apply to the Dayton EDA and its operation:

- A. The sale of bonds or other obligations of the Dayton EDA must be approved by the Dayton City Council by written resolution.
- B. The administrative structure and management practices and policies of the Dayton EDA must be approved by the Dayton City Council by written resolution.
- C. The Dayton EDA must follow the budget process for City departments in accordance with City policies, ordinances, and resolutions.
- D. The Dayton EDA must develop annual goals and plans for development and redevelopment within the City, and shall submit those plans to the Dayton City Council for its review and approval by written resolution.
 - (1) Any substantial additions or variations from the annual development plans approved by the Dayton City Council must be timely submitted to the Dayton City Council for review and approval by written resolution; and
 - (2) The Dayton EDA shall present annual goals, and progress on such goals, to the Dayton City Council two times per year. One of these required presentations must occur as part of the City's budgeting process.
- E. Development and redevelopment actions of the Dayton EDA must be in conformity to the City comprehensive plan and official controls implementing the comprehensive plan, and any such development or redevelopment plans must be submitted, reviewed, and approved pursuant to standard City processes and procedures.
- F. If the Dayton EDA develops a lands sale policy, the Dayton EDA must submit such policy to the Dayton City Council for approval by written resolution.
- G. Except when previously pledged by the Dayton EDA, whenever the Dayton City Council determines that any portion of the financial reserves generated by activities of the Dayton EDA are not necessary for the successful operation of the Dayton EDA, the Dayton City Council may, by written resolution, require the Dayton EDA to transfer such reserves to the debt service funds of the City, to be used solely to reduce tax levies for bonded indebtedness of the City.
- H. The Dayton EDA must submit all planned activities for influencing the action of any other governmental agency, subdivision, or body to the Dayton City Council for approval.

DRAFT
(Updated 7/26/2024)

6.2 As provided in Minnesota Statutes § 469.092, it is the intention of the Dayton City Council that nothing in this resolution nor any activities of the Dayton EDA are to be construed to impair the obligations of the City of Dayton under any of its contracts, or to affect in any detrimental manner the rights and privileges of a holder of a bond or other obligation issued by the City of Dayton prior to the date of this resolution.

6.3 The Dayton EDA must fulfill all of the obligations set forth in Minnesota Statutes § 469.100.

SECTION 7. IMPLEMENTATION.

7.1 *Officers Authorized to Act.* The Dayton Mayor, City Administrator, and other appropriate City officials are authorized and directed to take the actions and execute and deliver the documents necessary to give full effect to this Resolution.

7.2 *Reservation of Authority to Amend.* The Dayton City Council reserves the authority to adopt such ordinances and further resolutions as are required or may permitted by Minnesota Statutes §§ 469.090 to 469.1081 to give full effect to this Resolution, and to modify this Resolution (and the authority granted and limitations set forth in this Resolution) as it may from time to time deem appropriate or necessary. Nothing in this resolution is intended or shall be construed to prevent the Dayton City Council from modifying this Resolution to impose new or different limitations upon the Dayton EDA as authorized by Minnesota Statutes §§ 469.090 to 469.1081 or to grant additional powers to the Dayton EDA as authorized by Minnesota Statutes §§ 469.090 to 469.1081.

7.3 *Severability.* If any section, subsection, or part of this Resolution shall be held unconstitutional or void, the remaining provisions shall nonetheless remain in full force and effect.

7.4 *Effective Date.* This Resolution shall take effect immediately upon its adoption.

SECTION 8. DETERMINATION BY THE DAYTON CITY COUNCIL.

The Dayton City Council determines that the actions taken by the Dayton EDA since 2014 have complied with the limitations imposed on the Dayton EDA by the Dayton City Council pursuant to Minnesota Statutes § 469.092, and such determination is conclusive pursuant to Minnesota Statutes § 469.092, subd. 4.

Adopted by the Dayton City Council this _____ day of _____, 2024.

Dennis Fisher, Mayor

ATTEST:

DRAFT
(Updated 7/26/2024)

Amy Benting, City Clerk

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

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